



City of Palm Coast

Agenda

CITY COUNCIL WORKSHOP

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

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

Tuesday, March 13, 2018

9:00 AM

CITY HALL

City Staff

Jim Landon, City Manager

William Reischmann, City Attorney

Virginia A. Smith, City Clerk

- > Public Participation shall be in accordance with Section 286.0114 Florida Statutes.
- > Other matters of concern may be discussed as determined by City Council.
- > If you wish to obtain more information regarding the City Council's agenda, please contact the City Clerk's Office at 386-986-3713.
- > In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at 386-986-3713, at least 48 hours prior to the meeting.
- > City Council Meetings are televised on Charter Spectrum Networks Channel 495 and on AT&T U-verse Channel 99.
- > All pagers and cell phones are to remain OFF while City Council is in session.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

D. PUBLIC PARTICIPATION

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

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

E. PRESENTATIONS

1 PRESENTATION OF THE ANNUAL PROGRESS REPORT

F. WRITTEN

2 RESOLUTION 2018-XX APPROVING THE CONTRACT FOR PURCHASE AND SALE OF 178 MIDWAY DRIVE, PALM COAST WITH MS. CHARLOTTE HAYDEN

3 RESOLUTION 2018-XX APPROVING A LAND DONATION AGREEMENT WITH ITT COMMUNITY DEVELOPMENT CORPORATION

4 RESOLUTION 2018-XX APPROVING A WORK ORDER WITH CONNECT CONSULTING INC. FOR THE REBUILD AND TESTING OF SW-30.

5 RESOLUTION 2018-XX APPROVING MASTER SERVICE AGREEMENTS WITH LCD OF FLAGLER AND WASTE PRO FOR WTP#2 LIME SLUDGE HAULING AND DISPOSAL

6 RESOLUTION 2018-XX APPROVING MASTER PRICE AGREEMENTS WITH FLAGLER POWER EQUIPMENT AND L&B HOMES DBA ST. JOHNS SALES AND SERVICE FOR MOWER PARTS

7 RESOLUTION 2018-XX APPROVING MASTER PRICE AGREEMENTS WITH MULTIPLE VENDORS FOR SIGN SHOP MATERIALS

8 RESOLUTION 2018-XX APPROVING PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT WITH VERMEER SOUTHEAST SALES AND SERVICES, INC. FOR THE PURCHASE OF A CHIPPER

G. PUBLIC PARTICIPATION

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

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

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

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

K. ADJOURNMENT

9 CALENDAR

City of Palm Coast, Florida Agenda Item

Agenda Date: 3/13/2018

Department	PLANNING	Amount
Item Key	2688	Account
		#
Subject	PRESENTATION OF THE ANNUAL PROGRESS REPORT	
Background :	Staff will present the Annual Progress Report to City Council.	
Recommended Action :	For presentation purposes only.	



2017

Annual Progress Report



city of
PALM COAST



Photo by Vicki Payne - Winner of the 2018 Palm Coast Photo Contest

To Our Residents:

The City of Palm Coast is proud to share the Annual Progress Report for 2017, an overview of accomplishments, achievements and progress based on the goals set by the Palm Coast City Council. There is a section on each of the six goals: Expansion, Economic, Finance, Environmental, Quality of Life, and Workforce Talent.

The report shows positive growth and a strong economy. It highlights our commitment to the environment, to fiscal responsibility and to a great quality of life.

In terms of public projects, perhaps the most significant completed in 2017 was the “new” Holland Park, and there is a special report on that upgraded amenity. Two sections were added to the Seminole Woods Boulevard Multi-Use Pathway, and we constructed the new Forest Branch Path. Shade sails were installed above four playgrounds, and the renovation and expansion of the Palm Coast Community Center is nearly done. Medians were beautifully landscaped along Belle Terre Parkway. Numerous drainage projects were completed, along with Utility projects including the new Wastewater Treatment Plant 2 to open in early 2018. These are among dozens of capital projects we completed or started this year.

This growth is also reflected through a strengthening economy. The upward trend in building activity continued, employment rose, and revenues increased from sales tax, bed taxes and building permits. Our Business Assistance Center helped 21 businesses start and grow. Home construction is booming, and many commercial projects are adding stores, restaurants and offices across the City. Many sports tournaments at Indian Trails Sports Complex brought visitors to Palm Coast.

One of the year’s greatest successes was improving Palm Coast’s floodplain management rating to among the best in the nation – a measure that shows how well a City is prepared for flooding and a rating that provides residents deeper discounts on flood insurance. We were recognized as a StormReady Community, and began a LiDAR (Light Detection & Ranging) study to help us with future flood control and water supply planning. We are beginning to convert our streetlights to LED technology.

Through strategic planning and by doing as many projects as possible using in-house talent (thereby saving taxpayer dollars), we have accomplished many big projects, earned awards for excellence and improved the quality of life for residents in many ways. Our active lifestyle is also a key part of the report. We have beautiful public amenities, and we offer dozens of special events for residents and visitors each year.

Please take a few minutes to review our Annual Progress Report to see for yourself what a successful year of growth and progress we had! We are committed to providing you a high level of service and continuing to invest in capital projects, while also maintaining the lowest taxes for cities our size in Florida. As you read the Annual Progress Report, I hope you’ll reflect on how you Found *Your* Florida in Palm Coast and consider inviting your family and friends to join us here.

Jim Landon
Palm Coast City Manager

Holland Park

It's Playtime at Holland Park

It's been said the best things in life are worth waiting for!

After construction delays, James F. Holland Memorial Park on Florida Park Drive – the City's oldest and largest community park – reopened on June 16, 2017, following a major renovation.



Holland Park has been jam-packed ever since with children exploring the sugar mill-themed playground, walkers strolling the perimeter path, pet-lovers playing with their pups at the Dog Park, and active adults and children enjoying their favorite sports.

The renovated Holland Park has something for all ages. A $\frac{3}{4}$ -mile walking trail runs along the park's perimeter. The internal drive through the park is now a full circle, with vehicle access in both directions. Drainage has been improved and parking expanded. The restrooms have been rebuilt. The 26-acre park, with 369 new trees, is also home to the Palm Coast Historical Society headquarters.

The centerpiece of fun is an expansive playground styled after Bulow Plantation Sugar Mill, evoking Flagler's history. Some 4,890 pavers were used for the playground walkway – symbolizing the Old Brick Road. The fenced-in playground has coquina rock structures featuring slides, bridges and ladders, a climbing wall, a zip line and an archeological digging area. The artificial turf offers a soft landing for young explorers who find adventure as they exercise in the beautiful, shaded park.



It truly is the biggest and best playground for many miles around, and has already become a regional destination for families who want to spend a day at the park!

Dogs are inspired to run and play, as well. A secure entry to the 1.5-acre Dog Park opens onto two separate play areas, one for large dogs and one for small. There are wash-down stations for the convenience of pet owners.

Holland Park



Four athletic courts were resurfaced and refurbished, and fields were upgraded. The facility has three tennis courts, one junior-sized tennis court, two shuffleboard courts, two basketball courts, four striped pickleball courts, two bocce ball courts, a sand volleyball court and two large multi-purpose sports fields. Dugouts and bleacher shade coverings were added to the two baseball fields. There are two horseshoe pits – a first for Holland Park.

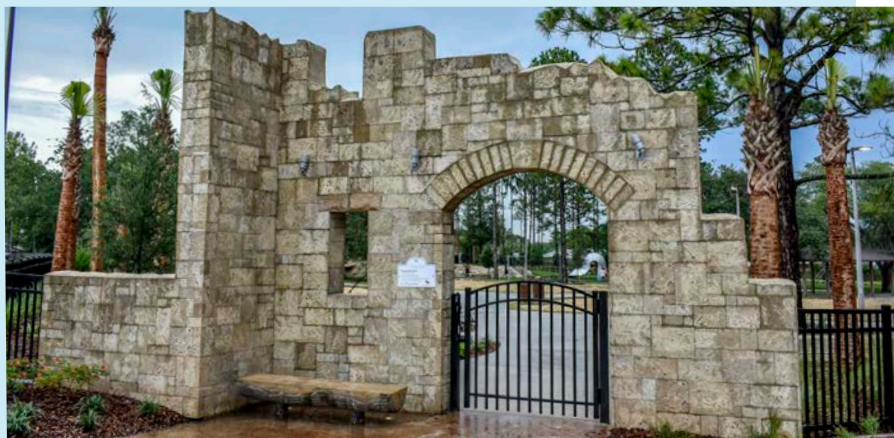
Palm Coast Mayor Milissa Holland, daughter of the park's namesake, said her father loved a quote by Audrey Hepburn and he said it often: "To plant a garden is to believe in tomorrow."

"He used to say that when you invest in our parks, you are planning for future generations to enjoy," Mayor Holland said. "This is exactly what Holland Park represents to our community."

The park was dedicated as the James F. Holland Memorial Park on Oct. 25, 2002, not long after the death of James Holland, one of Palm Coast's founding fathers, in honor of his dreams, hopes and hard work for Palm Coast.

The park was originally constructed in 1978 on 10 acres donated by ITT Community Development Corp., the developer of Palm Coast. Flagler County donated the park to the City after Palm Coast's formal incorporation Dec. 31, 1999.

"We pride ourselves on our beauty across Palm Coast, including manicured parks, tree-lined trails and gorgeous landscaping," Mayor Holland said. "So it was time for Holland Park – this gem in Palm Coast – to be re-born."



As we move forward, the City is excited to announce that construction will start on the new splash park and additional playground equipment in summer 2018! Phase 2 of the park will also include a shade structure for the small dog park, a covering for the Bocce court, new handball and pickleball courts, exercise/fitness stations, lighting, a new maintenance building and upgrade to the Pavilion 3 restrooms. The park will remain open during the additions.

Our Vision

Making a Vision a Reality The Strategic Action Plan

Our Vision:

A multigenerational community recognized as one of Florida's premier cities that values...

- Building a diverse, sustainable economic base to support innovation while providing necessary infrastructure and services
- Providing exceptional amenities and standards that support a high quality lifestyle
- Protecting the environment and beauty of Palm Coast while conserving natural resources

The Strategic Action Plan (SAP) was developed through an extensive effort to reaffirm the long-term vision of the City of Palm Coast. Maintaining a long-term vision is a critical element to ensure that the City is recognized as one of Florida's premier cities to live, work and play.

Through the Palm Coast City Council's direction, the Vision is implemented through six long-term Goals and supporting Objectives and Strategies.

The strategic planning process ties those goals, objectives and strategies directly to the City's budget process. Priority based budgeting requires a direct link between department spending and the strategic action plan.

City staff carry out annual projects, selected through the SAP process, tracking budget and performance using an overall accountability system.

We welcome our citizens to view the SAP, which is evaluated and updated by City Council on an annual basis.

This report showcases the progress of our efforts with implementing the Vision.

To take a deeper look into our progress and overall process, please visit our ["End of Year Progress Report"](#) document for 2017 fiscal year.

city of PALM COAST

Strategic Action Plan Fiscal Year 2018

City Council
Milissa Holland
Mayor

Robert Cuff
District 1

Heidi Shipley
District 2

Nick Klufas
District 3

Steven Nobile
District 4

Capital Projects	Streets	Utility	Stormwater
Seminole Woods Path Community Center Renovations	Old Kings Road Widening	WTP 2 Wellfield Expansion	W-1 Weir Replacement
Holland Park Phase 2	Belle Terre Safety Improvements	Citation/Old Kings Road/S.R. 100 Water Main	L-1 Weir Replacement
Parks & Paths Rehab & Renewal	Whiteview Safety Improvements	WWTP 1 Biosolids Treatment/Disposal	Stormwater Rehab & Renewal
	Street Rehab & Renewal	WWTP 2 Construction	
		Utility Rehab & Renewal	

Our Vision: A multigenerational community recognized as one of Florida's premier cities that values...

- Building a diverse, sustainable economic base to support innovation while providing necessary infrastructure and services
- Providing exceptional amenities and standards that support a high quality lifestyle
- Protecting the environment and beauty of Palm Coast while conserving natural resources

Goal 1: Expansion - To anticipate the need for additional services and infrastructure to provide opportunities for mixed use development with goods, services, and employment
Objective 1.1: To enhance infrastructure in order to maintain quality neighborhoods and business districts
Objective 1.2: To assess the need to expand infrastructure for sustainable growth

Goal 2: Economic - To develop and maintain a strong economy by supporting the growth and development of new and existing businesses while creating an environment to attract new companies that align with our values
Objective 2.1: Capitalize on the success of Prosperity 2021, while focusing on new strategies to improve economic growth, diversify our economy, and attract and retain skilled workforce talent
Objective 2.2: To develop a "branding and marketing strategy" and establish criteria to measure success
Objective 2.3: To promote the Palm Coast Business Assistance Center as the destination center for small business training and support in Flagler County

Goal 3: Financial - To leverage our financial strengths while ensuring the City remains committed to fiscal responsibility in delivering value-added services to residents and businesses
Objective 3.1: Diversify our revenue sources
Objective 3.2: Increase efficiency through enhanced operations and technological advancements
Objective 3.3: Establish system to continually evaluate and enhance internal financial controls

Goal 4: Environmental - To blend our residential and commercial properties with our "City of Parks and Trails" image to create a sustainable framework of visual appeal while caring for our land, water, air, and wildlife
Objective 4.1: To develop programs to enhance our water conservation strategies
Objective 4.2: To evaluate the evolution of City of Palm Coast Recreation and Parks Facilities Master Plan projects
Objective 4.3: Evaluate current "Green" initiatives and targeted projects that are sustainable
Objective 4.4: Protect the environment through appropriate development strategies

Goal 5: Quality of Life - To ensure a safe community for our citizens and visitors while providing affordable, and enjoyable options for cultural, educational, recreational and leisure-time events
Objective 5.1: Enhance community and visitors' recreational opportunities and experiences at community events
Objective 5.2: Enhance safety measures throughout the community
Objective 5.3: Seek partnerships with educational institutions to expand community educational and cultural opportunities

Goal 6: Workforce Talent - To develop and implement a comprehensive plan to improve City employee skills and performance through education and training; performance management, and personal development opportunities
Objective 6.1: To develop a program to improve staff retention and recognize individual skills and talents
Objective 6.2: To develop in-house and identify external training opportunities for employees
Objective 6.3: To enhance awareness of customer service and relationships with our citizens
Objective 6.4: To coordinate with regional public and private educational institutions to identify partnership opportunities which benefit both parties

City Information



Mayor – Milissa Holland

mholland@palmcoastgov.com

Council Member, District 1 – Robert Cuff

rcuff@palmcoastgov.com

Council Member, District 2 – Heidi Shipley

hshipley@palmcoastgov.com

Council Member, District 3 – Nick Klufas

nklufas@palmcoastgov.com

Council Member, District 4 – Steven Nobile

snobile@palmcoastgov.com

Palm Coast City Council

(pictured from left)

Heidi Shipley, Council Member District 2; Nick Klufas, Council Member District 3;

Milissa Holland, Mayor; Steven Nobile, Council Member District 4; Robert Cuff, Council Member District 1

APPOINTED OFFICIALS

City Manager, Jim Landon

City Attorney, William E. Reischmann, Jr.

City Clerk, Virginia Smith

Administrative Services and Economic Development Director, Beau Falgout

Finance Director, Helena Alves

Information Technology Director, Steve Viscardi

Fire Chief, Michael C. Beadle

Utility Director, Richard H. Adams

Recreation & Parks Director, Alex Boyer

Public Works Director, Nestor Abreu

Community Development Director, Stephen Flanagan

Human Resources Director, Wendy Cullen

CONTACT INFORMATION

Customer Service (386) 986-2360

City Manager's Office (386) 986-3702

Parks & Recreation (386) 986-2323

Building & Permits (386) 986-3780

Business Assistance Center (386) 986-2499

Planning/Zoning (386) 986-3736

Fire (386) 986-2300

Animal Control (386) 986-2520

Urban Forestry (386) 986-3758

Annual Survey Results

The National Citizen Survey Tracking Our Progress

The National Citizen Survey (NCS) provides a statistically valid overview of resident opinions about community quality of life, City services, civic participation and unique issues of local interest. The survey findings further allow us to compare ourselves against a benchmark of 500 cities and communities across the United States.

The NCS report is about the “livability” of Palm Coast. The phrase “livable community” is used to evoke a place that is not simply habitable but that is desirable. It is not only where people live, but where they want to live.

Our goals are to identify our strengths and weaknesses so the City can plan, allocate resources and evaluate programs for improved services, more civic engagement, better community quality of life, and stronger public trust. The survey was customized for Palm Coast and was developed in close cooperation with City staff. This is the 14th year we’ve conducted this survey.

Sample trends are provided throughout this report and highlighted with trend graphs to illustrate the percentage of participants rating services as excellent and good. We encourage you to visit www.palmcoastgov.com/about/citizen-survey to view the report in its entirety.



The National Citizen Survey Findings

How Are We Doing?

Hurricane Irma impacted some 2017 ratings.

The 2017 iteration of The NCS for Palm Coast was conducted shortly after Hurricane Irma impacted Palm Coast and its surrounding communities. NRC's research has shown that major weather events can and do impact residents' perceptions of services that directly related to the event. While most of Palm Coast's ratings remained stable from 2015 to 2017, some of the increases and decreases observed are likely directly related to the impact of Hurricane Irma. For instance, Palm Coast residents gave lower ratings to sidewalk maintenance, yard waste pick-up, sewer services and storm drainage in the wake of the hurricane. During this same time period, residents also gave increased quality ratings to police services, fire services and ambulance/EMS. At the time the data was collected, Palm Coast residents reported the highest level of stocking supplies for an emergency out of all other jurisdictions in NRC's database. It's likely that the most dramatic changes in ratings will level back out over time.

Economy has room for improvement, but residents are optimistic about their own future.

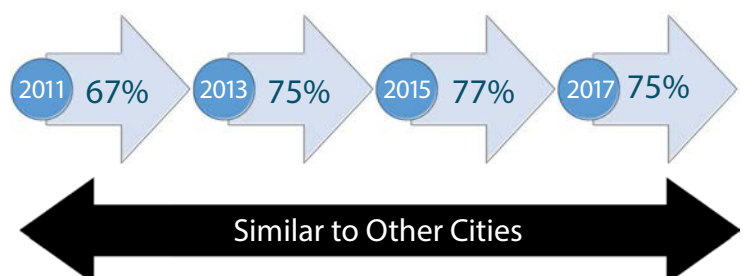
Residents continued to view the economy as one of the most important community focus areas. While most ratings within the facet of economy were similar to the national benchmarks, ratings for Palm Coast as a place to work, employment opportunities and vibrant downtown/commercial area were lower than national averages. Almost all Economy ratings remained stable from 2015 to 2017; however, more Palm Coast residents gave high marks to their own personal economic future and employment opportunities in 2017.

Residents continue to enjoy a high quality of life in Palm Coast.

As in previous years, a high proportion of Palm Coast residents positively rated many aspects of community quality in 2017. Residents' scores for the overall appearance of the city and the city as a place to retire were higher than ratings given in other communities. Additionally, about four in five residents planned to remain in Palm Coast and were likely to recommend living in the community.

Citizens Survey Results

Overall Quality of Life
% Rating Positively



Expansion

Smart Growth

Making Our Community Even Better

To anticipate the need for additional services and infrastructure to provide opportunities for mixed use development with goods, services, and employment.

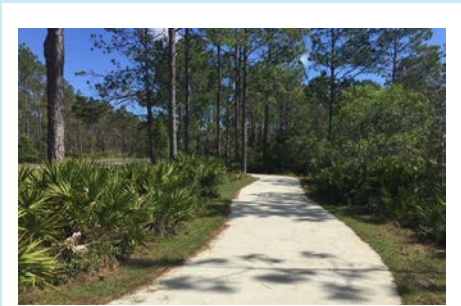
Charting a Path

The Palm Coast City Council updates the Capital Improvement Plan (CIP) annually to provide a safe, functional community and allow for growth. The plan gives clear direction for expansion, maintenance and replacement of the City's infrastructure.



A team of City employees manages the CIP, and when the annual budget is adopted by the Council each year, the team schedules that year's projects and also plans for future projects. The timeline is adjusted as projects progress, issues arise and priorities change. Large projects are often spread across several years to allow for design, right-of-way acquisition and construction.

Many of the projects done in 2017 to improve residents' quality of life are listed here and the next three pages.



Palm Coast is proud of its network of more than 125 miles of multi-use pathways for walking, bicycling and running, and the City adds to its trails every year. This year, two more phases of the Seminole Woods Boulevard Multi-Use Pathway, from Citation Boulevard to Sesame Boulevard and from Sesame Boulevard from U.S. 1. That project will be wrapped up in 2018 with the remaining two phases along Sesame Boulevard.



Another exciting addition to the trail system this year was the new Forest Branch Path, which runs from Old Kings Road to Forest Grove Drive through the F Section neighborhood. This 1.5-mile, asphalt path provides a protected alternate route for students traveling to and from Matanzas High School. It was constructed in-house by the Public Works Department.



Two other projects done in-house this year were the reconstruction of the very popular St. Joe Walkway, from Palm Coast Parkway to the Intracoastal Waterway, and reconstruction of the Pine Lakes Pathway pedestrian bridge. The pedestrian bridge project also included replacement of a pipe critical to the drainage system.

Adding to Amenities, Infrastructure

Median beautification, park improvements, and reconstruction and expansion of the Palm Coast Community Center were some of the year's other major projects.



The medians along Belle Terre Parkway between SR 100 and Royal Palms Parkway were transformed into a colorful arrangement of trees and shrubs. This was the final stretch of median landscaping on Belle Terre between SR100 and Matanzas Woods Parkway – a project that began 15 years ago! The City's Landscape Architect designed the beautiful medians, and the work was done by Public Works crews. Design was also done for the Lakeview Boulevard path in northern Palm Coast, and that new path will be built in summer 2018.

To help beat the heat and keep kids safe, shade sails were installed over the playgrounds at four City parks – Ralph Carter Park, Waterfront Park, Seminole Woods Neighborhood Park and Belle Terre Park. The brightly colored shade sails lower the temperature on the playground by 10-15 degrees!



Other park projects included the installation of new lighting for three sports fields at Indian Trails Sports Complex and a total reconstruction of James F. Holland Memorial Park. Read more about the "new" Holland Park on page 4 of this report.



The other "biggie" for recreation projects this year was the renovation and expansion of the Palm Coast Community Center. Construction is coming along beautifully, and the Community Center will be reopening in March 2018. Stay tuned for a bigger and better facility – with three times the space, more activities than ever, a cool playground and a new trailhead that connects to St. Joe Walkway and Linear Park.

Also, a master plan was developed for future improvements to the Palm Coast Public Works facility on U.S. 1. The City continues to work on a plan for phasing and funding the needed improvements.



Public Works crews provided maintenance for 550 miles of City streets, 58 traffic signals and 490 traffic signs and repaired 1,319 feet of damaged sidewalks. Neighborhood monument signs were added on U.S. 1 and Seminole Woods Boulevard.

Curb & gutter swept	•350 miles
Repaired sidewalk	•1,319
Screen & recycle dirt for City projects	•5,375 cubic yards
Repaired/Replaced traffic signs	•490
Performed traffic control	•35 events
Fire Mitigation - City owned property	•27
Performed pothole repair	•20

Expansion

Stormwater Drainage Maintaining and Improving the System

Hurricane Irma, and other major rain events in late 2017, taxed Palm Coast's stormwater drainage system of swales, ditches and canals. In spite of lingering saturated areas and a high water table, the stormwater system handled the record-breaking rainfall with just one report of residential flooding.

The City is always improving the drainage system to increase capacity and improve flow. The Public Works Department and Construction Management & Engineering Division work together on future improvements and continual maintenance. City employees do as much work in-house as possible – both design and construction – at a significant cost-savings to taxpayers.

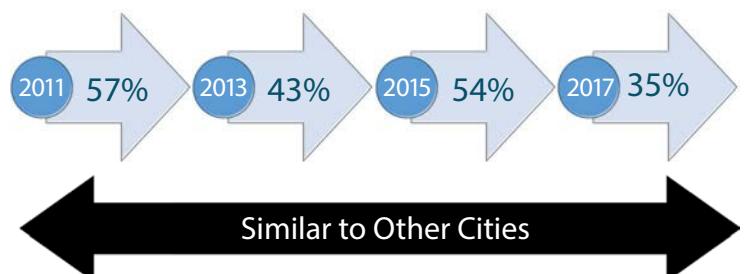


Maintenance

Public Works crews performed maintenance on 315 miles of drainage ditches, cleared 2,616 residential culvert pipes and installed 2,442 linear feet of drainage pipe during the 2017 Fiscal Year. Thirty-seven driveway culverts were replaced, and 189 catch basins were cleared.



Citizens Survey Results Stormwater Drainage *% Rating Positively*



Drainage Projects

The City completed several stormwater-related projects in 2017:

This included the reconstruction of the BS-2 water control structure in the B Section. Weirs, as they are also known, control the water levels in Palm Coast's freshwater canals. Over time, they wear out and must be reconstructed. Design work was also done for three additional water control structure projects to be completed in 2018.



Installation of electronic monitoring systems to four water control structures was completed this fiscal year. The new systems allow staff to raise and lower gates remotely, as well as to monitor water levels in the freshwater canals. A feature displaying canal levels was added to the City website: www.palmcoastgov.com/canals.



The City's bridge maintenance program includes the rehabilitation of one bridge every other year. In 2017, the Colorado Bridge project over College Waterway was completed.

Expansion

Water, Wastewater and Reuse Water Projects



The City's wastewater sewer system was pushed to its limits with the hurricane and other heavy rains in fall 2017. Extensive flooding caused excessive inflow into the sewer systems and overloaded pump stations. Palm Coast's utility plants performed well, and our Utility never lost water service. The wastewater plant handled the extra flows while remaining in full regulatory compliance.

To expand the City's capacity for treating wastewater by 2 million gallons per day in order to accommodate ongoing growth, construction progressed all year on Wastewater Treatment Plant 2 off U.S. 1 in northwestern Palm Coast. The new plant will open in early 2018 using the latest technology as an Advanced Wastewater Treatment facility that will produce an effluent quality that nearly meets drinking water quality standards.



As part of the project, a new reclaimed water main was built along U.S. 1 south of Matanzas Woods Parkway so that this highly treated effluent, along with reclaimed water from WWTP1, can be applied to recharge the aquifer. Palm Coast has eight active raw water production wells in that area. The City also added a master pump station in Matanzas Woods to support the wastewater system.

Other utility projects completed in 2017 included:

- An Aquifer Performance Test and first round of groundwater modeling was completed. This information is being used for long range water supply planning.
- A number of pump stations were improved during the year, including generators, new pipes and valves.
- Staff installed a new ultraviolet odor control system as a pilot project, and large-scale odor control systems were installed at the Old Kings Road master station and at the Ravenwood pump station.



Transportation and Traffic

Improving traffic flow and safety is a top priority for the City. A major initiative for 2017 was the second phase of the City's traffic signal optimization program. This traffic control system, which uses the City's FiberNET fiber optic network, added cameras at 22 intersections on SR 100, Belle Terre Boulevard and Palm Coast Parkway. The City can monitor and control those signals from a central location to improve traffic flow. The cameras do not record traffic – they are for live views only.



Other transportation projects included:

- Improvements to the intersections of SR 100 and Belle Terre, SR 100 at Seminole Woods Boulevard, and at the U.S. 1 entrance to the City's Public Works facility were designed in 2017 and will be constructed this coming year.
- A major traffic safety study was conducted for Whiteview Parkway. The plan is to reduce a portion of Whiteview to two lanes and build a multi-use pathway in that section, as well as improve nine intersections and drainage along the entire corridor. Design will be done in 2018, with construction the following year.

- Roadway design and utility relocation plans were completed for the planned four-laning of 3.6 miles of Old Kings Road North, from just south of Palm Coast Parkway to Forest Grove Drive. The design has been approved by the Florida Department of Transportation, and the City is purchasing needed rights-of-way. However, construction funding has not yet been allocated by the State.
- A new master plan is being developed for the City's continuous street lighting program, with the top priorities for the coming year being Lakeview Boulevard and Belle Terre Parkway from Palm Coast Parkway to SR 100.

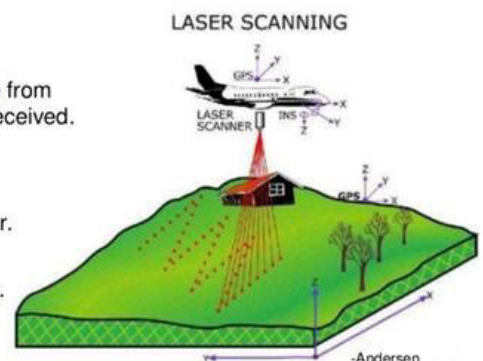


LiDAR

With assistance from St. Johns River Water Management District, LiDAR (Light Detection & Ranging) was collected for the entire City in March 2017 to provide elevation data resources for flood control, restoration projects, water storage and water supply planning. The data will be available in spring 2018.

The process:

- LiDAR sensor measures time from when pulse sent to when received.
- This translates to distance from sensor to object.
- GPS knows location of sensor.
- Coordinates (X,Y,Z) are assigned to each pulse.
- Result is a "cloud of points" each point has its own coordinates & height.



Economic

Building for Growth

New Development Strengthens Local Economy

To develop and maintain a strong economy by supporting the growth and development of new and existing businesses while creating an environment to attract new companies that align with our values.



Development and growth are still rising steadily. Economic indicators including taxable sales, capital investment, jobs, tourism and real estate values are all strong. The City provides professional technical review and facilitation of permits and development orders, and those are among the ways growth is determined. Implementation of a complete electronic permitting process from beginning to end for all permit types has been very successful.

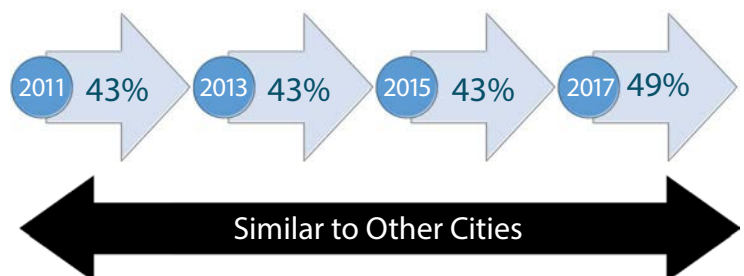
New home construction in Palm Coast is booming! There were 633 new homes built in fiscal 2017, a 31-percent over the year before, with the value of single-family construction (\$175.2 million) up at the same rate. The number of permits issued (13,149) went up 33 percent, and building inspections (33,576) increased 30 percent. On the utility side, 758 new water meters were added – a 26-percent increase. Two large residential projects this year were Grand Landings Phase 3 and Matanzas Lake subdivision, and several independent and assisted living facilities are under construction or have opened.

Many new commercial developments and facility renovations were done in 2017, as well, though commercial permits decreased slightly overall. Large, big-impact commercial projects included Creekside at Grand Haven, Aldi, Starbucks, International House of Pancakes, Dunkin Donuts, Taco Bell and Moonrise Brewery. The Florida Power & Light service center opened near Florida Hospital Flagler, and major shopping centers continue to gain new tenants.



City staff completed the solicitation for public/private partnerships for new commercial development along Bulldog Drive in the Community Redevelopment Area. City Council approved a contract with Unicorp for redevelopment of CRA and private property, and City staff continues to work with Unicorp with the goal to bring new businesses to Town Center.

Citizens Survey Results Shopping Opportunities *% Rating Positively*



Strategic Economic Development



The City's economic development efforts are guided by the Strategic Action Planning process, with the primary goals being to maintain our neighborhoods; support existing businesses; and encourage investment by attracting residents, visitors and businesses.

Sports tournaments are one way the City attracts visitors to Palm Coast, and there was record growth in Fiscal Year 2017. Thirty-four sporting events were held at Indian Trails Sports Complex, having an economic impact of \$8.68 million as visitors stayed in local hotels, shopped and bought gas in Palm Coast, and ate at restaurants here. Record growth was also realized in recreation programs, attendance at Frieda Zamba Swimming Pool and participation in summer camp. This year, the Parks & Recreation Department also took over management of the municipal Palm Harbor Golf Club and the Palm Coast Tennis Center. A new general manager was hired for the golf course, and a new tennis pro for the Tennis Center.



Palm Coast BAC



The Palm Coast Business Assistance Center provides free consulting services and resources for new and existing businesses. The BAC helps them with planning, permitting, networking, marketing and research so they can be successful and contribute to the local economy. Located at Palm Coast City Hall, the BAC is operated in partnership with the Florida Small Business Development Center (hosted by the University of Central Florida).

In Fiscal Year 2017, BAC consultants met with 462 individual clients, providing 1,416 hours of consulting services and helping 21 businesses start and grow. Just over \$3 million was invested by BAC clients in the form of capital investment and added wages. After Hurricane Irma, the BAC was busy helping businesses and homeowners apply for disaster relief loans.



The City continually works on economic development initiatives in partnership with the Flagler County Department of Economic Opportunity, the Flagler Chamber of Commerce, Flagler Schools, the Flagler Tourist Development Council, SCORE, Career Source Flagler/Volusia, and Entrepreneur Night, with the goal of attracting, retaining and expanding business in Palm Coast. In 2017, the Palm Coast City Council approved an economic incentive agreement with Gioia Sails to expand its business in Palm Coast.

Finance

Financial Excellence

Leveraging Our Financial Strengths

To leverage our financial strengths while ensuring the city remains committed to fiscal responsibility and delivering value-added services to residents and businesses.

Award Recognition

Staff continues to be recognized by the GFOA and ICMA for financial excellence in budgeting and financial reporting and for performance management.



Finance staff was recognized by City Council for their efforts.

ICMA Certificate of Distinction in Performance Management:



The ICMA Center for Performance Analytics recognized the City of Palm Coast for the fourth year in a row for its performance management efforts with a Certificate of Distinction.



Certificate of Achievement for Excellence in Financial Reporting:

The fiscal year 2016 audit results were presented to City Council with no audit comments received. The Government Finance Officer Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting was received for the fiscal year 2016 Comprehensive Annual Financial Report (CAFR). This is the 16th consecutive year the City of Palm Coast has received this award.

Award for Outstanding Achievement for Popular Annual Financial Reporting:

The GFOA Award for Outstanding Achievement for Popular Annual Financial Reporting was received for the fiscal year 2016 Popular Annual Financial Report (PAFR). This is the 4th consecutive year the City has received this award.

Distinguished Budget Presentation Award:

For the 14th consecutive year, the GFOA has awarded the City of Palm Coast the Distinguished Budget Presentation Award for its annual budget. The award reflects the commitment of the Palm Coast City Council and Finance Department staff to meeting the highest principles of governmental budgeting.

Process Improvement

Staff continues to look for ways to increase efficiency through enhanced operations and technological advancements and to evaluate current technological opportunities to reduce operational cost. In doing so, the City remains committed to fiscal responsibility in delivering value-added services to residents and businesses.

Electronic Permitting

An electronic permitting process was implemented for all permit types and has been very successful. All building permits can now be paid for and accepted electronically. Top online permits include:


- HVAC change-outs
- Roofing
- Fences
- Single family homes

BUILDING SERVICES

Fee Calculator Homeowner Permitting Contractor Permitting Green Building Green Building Incentive Program Useful Links Permit Search

Contractor Search Scheduled Inspection Search Online Records Search Online Permitting Schedule An Inspection Pay For Permit Fees Permit Feedback

Building Department Hours : 8am - 5pm



The 6th Edition (2017) Florida Building Codes and 2014 National Electric Code is effective for all permits applied for on or after December 31, 2017. An analysis of the changes between the 2014 & 2017 codes with comparison tables for each of the codes (Building, Energy Conservation, Existing Building, Fuel Gas, Mechanical, Plumbing and Residential) can be found at the following link: http://www.floridabuilding.org/fbc/links_to_code_resources.html.

Electrical code information - <http://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=70&year=2014>.

Building Services is responsible for receiving building permit applications, assuring contractors are properly licensed and insured, reviewing plans for compliance with the Florida Building Code, routing applications to other departments for review, issuing permits, performing inspections and maintaining records.

[click here for HOMEOWNER PERMITTING](#) [click here for CONTRACTOR PERMITTING](#)

Purchasing and Contract Management

This year, the City Council adopted a revised Purchasing Policy. The City's Purchasing Policy was last updated in 2002. The revisions were based on best practices and changes that are now possible with the help of technologic advancements.

The Central Services Division continues to transition to self-service, paperless, and digital processes. Some of the related accomplishments this year include:

- Electronic notification of purchase orders (emailed to vendor versus mailed)
- An electronic bid management product was implemented. This fiscal year, our new process saved 43,014 pages of paper.
- Purchasing forms and contract templates were revised to increase effectiveness and efficiency.
- Contracts were transitioned from paper to electronic signatures.
- Purchase requisition conversion and printing has been fully automated.
- MUNIS dashboard and workflow manager, which allows staff with MUNIS access to easily track the status of purchase order adjustments, change orders and purchase requisitions, was implemented.

Long-Term Financial Planning

Staff continues to reinforce the long-term financial planning process by evaluating and targeting diversification of revenue sources and seeking private/public partnerships.

Loan Refinancing

In coordination with the City's financial advisor, staff presented City Council with options for refinancing Utility State Revolving Fund (SRF) loans and the State Road 100 Corridor Community Redevelopment Agency (SR 100 CRA) Note issued in 2014. The City received an offer to reduce the interest rates applicable to various SRF loans and City Council took action to authorize a loan from CenterState Bank in order to refund certain State Revolving Fund loans from the Florida Department of Environmental Protection. In addition, the SR 100 CRA received an offer from Ameris Bank, the owner of the SR 100 CRA Note, to modify the interest rate and substantially lower the current interest rate while eliminating the uncertainty and inflationary risks associated with resetting the interest rate in 2024. This achieved a significant interest savings to the City over the term of the note. The total interest savings related to the above actions is estimated to be \$500,000.



Fitch Rating Affirmed

Fitch Ratings affirmed the 'A+' rating for the City of Palm Coast. The outlook revision to "positive" from "stable" reflects the continued improvement of our utility system's finances.

Cost Share Grant

The St. Johns River Water Management District awarded a grant for \$700,000 in cost-share funds to the City of Palm Coast for a project to rebuild aging flood control structures and allow for remote monitoring and control of the slide gates. The cost-share funding program allows the City to complete important flood mitigation projects designed to protect lives and property. The structures have reached their life expectancy, and this funding will allow us to rebuild them now.



Palm Coast Council Members Nick Klufas and Heidi Shipley, Mayor Milissa Holland, Environmental Compliance Manager Brian Matthews, Stormwater Manager Mike Brennan, SJRWMD Intergovernmental Coordinator Jim Troiano, Palm Coast Council Members Steven Nobile and Robert Cuff.

Raising the Bar

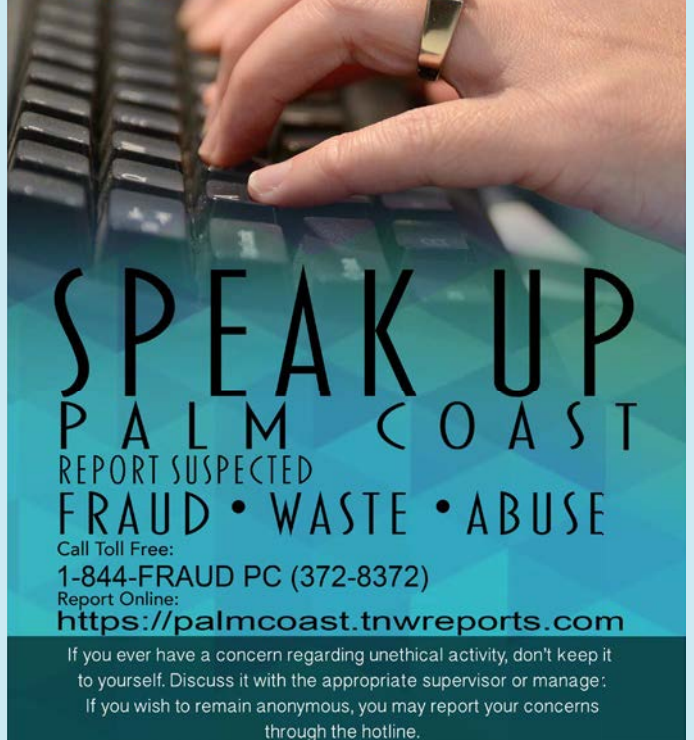
Training is an integral part of ensuring the City remains committed to fiscal responsibility. Staff continues to raise the bar by coordinating and/or participating in programs essential to the long term financial health of the organization.

Fraud Prevention

A special agent from the United States Secret Service provided training to staff on how to recognize and handle counterfeit currency. The City also continued to maintain the reporting hotline to identify potential internal control deficiencies.

Purchasing Compliance

Central Services continues to provide on-going training to ensure staff compliance with the purchasing policy. This includes a purchasing card training for all new P-card users as well as an annual refresher for existing P-card users.



Conference Host

Palm Coast hosted its first MUNIS User Conference at City Hall. The conference brought MUNIS users from cities across central and

northeast Florida to Palm Coast. The agenda included a look at features and functionality within MUNIS and discussed topics including Budget, HR and Payroll. Employees from IT, Finance, Human Resources and Administration were in attendance. The MUNIS representatives hosting the conference spoke highly about our facility and the number of first time attendees who were able to attend because of our location. The City hopes to host a user conference again in the future.

Budget Reviewer

Staff continues to participate in the GFOA Distinguished Budget Presentation Awards program as a budget reviewer. Participation in this program, which is voluntary, takes place during the months of January through April.

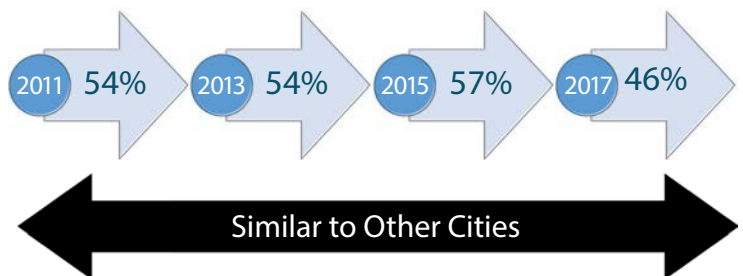


Disaster Recovery

The Finance Department conducted one-on-one training with departments related to required forms for disaster recovery. This approach, which is different from past years' training, included staff going to various facilities to meet with departments. This training proved especially helpful in the wake of both Hurricanes Matthew and Irma, which impacted the organization in fiscal year 2017.

Citizens Survey Results

Value of Services for Taxes Paid
% Rating Positively



Environmental

Thinking of our Future Growing GREENER all the time!

To blend our residential and commercial properties with our “City of Parks and Trails” image to create a sustainable framework of visual appeal while caring for our land, water, air and wildlife.

Our commitment to environmental sustainability is a cornerstone to the balance of the natural environment and the growth of our beautiful City. We continue to look for more opportunities to conserve our precious resources while being fiscally responsible and sensitive to the uniqueness of our community.

We are “Rooted in Nature!”

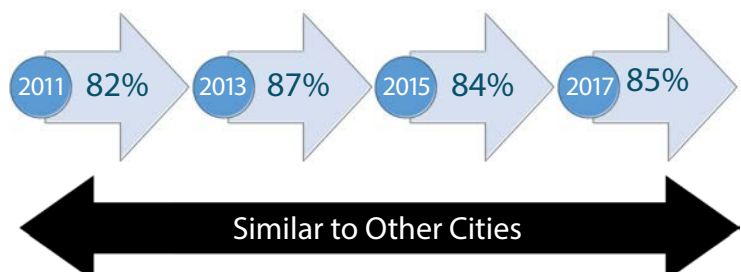


Living in a healthy environment is important to us. Since our early days, Palm Coast has been carefully designed for a healthy balance between nature and development. We value trees, waterways and beautiful, natural landscaping that give our community a “wow” factor. You’ll find native Florida foliage and colorful birds and wildlife along magnificent trails, along with pristine beaches, world-class golf and tennis and plentiful boating and fishing.

We want our commitment to be contagious.
Learn more at palmcoastgov.com/discover

Citizens Survey Results

Overall Natural Environment
% Rating Positively





City Hall Leads the State

The City is proud to have attained Silver-level certification in Leadership in Energy and Environmental Design (LEED) and certification as a Florida Water Star (FWS) building for Palm Coast City Hall. Palm Coast was the first City Hall in Florida and first commercial building in Flagler County to achieve FWS.

Fun City Hall Facts

- City Hall plumbing fixtures use about 40 percent less water than standard fixtures
- The high efficiency LED lighting is 40 percent more energy efficient than traditional bulbs
- 75 percent of the waste created during construction of City Hall was recycled

First Public Electric Vehicle Charging Station in Flagler County



Installed in January 2017, the station serves as part of a pilot program providing free charging for electric vehicles. Usage is being studied to determine if additional stations in Palm Coast would benefit the public. There are public stations in St. Augustine and throughout Volusia County. 4 hours of charging = 100 mile range.



This was Palm Coast's 12th straight year as Tree City USA by the National Arbor Day Foundation

Light Emitting Diode (LED) Lighting Brightens Our Future

Building on a successful pilot project in Palm Coast in 2012, Florida Power & Light (FPL), the energy provider, has begun offering energy-saving LED streetlights to local governments. FPL has started to convert 2,700 streetlights to LED across the City with expected completion in 2018. All new streetlights installed are LED.

In an effort for all City facilities to have energy efficient lighting, Water Treatment Plants 2 and 3, Wastewater Treatment Plant 1, the Utility Department office, well sites and pump stations are all being converted to LED.



Environmental

Educate and Encourage



Christmas Tree Recycling Event

The 11th annual Christmas Tree Recycling Event was a huge success! This Palm Coast holiday tradition took in 163 Christmas trees, gave away 160 trees, and recycled 1,167 pounds of electronics. New to the program this year was free secured document shredding. The City collected 6,000 pounds of paper. This service will be provided again in May at Arbor Day.



10th Annual Intracoastal Waterway Cleanup Event

357 volunteers registered for the event with 709 pounds of garbage collected.



Arbor Day Event and 5K Root Run / Walk

Seventy-five people participated in the run/walk festivities. Approximately 4,500 residents and visitors enjoyed the 12th Annual Arbor Day Celebration. Four hundred native trees were distributed in exchange for donated food items. In popular demand was the "U-shred IT Document" shredding service. Through the shredding / recycling effort, approximately 8,722 trees were saved.



Wyland National Mayor's Challenge for Water Conservation

Residents from more than 4,800 cities across the United States took part in the 2017 Wyland National Mayor's Challenge for Water Conservation, by pledging to save over 2.2 billion gallons of water over the next year. Join Mayor Milissa Holland again this year by taking the pledge in April 2018. mywaterpledge.com



This was our 4th Year Hosting Youth Leadership Flagler's Natural Resource session at Long Creek Nature Preserve and Water Treatment Plant 3.



CHIRP

Since 2008, the City has offered free Environmental education for over 5,000 Flagler County schoolchildren through the C.H.I.R.P. (Children Helping in Resource Protection) program. In 2017, the program served 1,351 students.



Creepy
Crawlies
Series

Night
Tours

Nature/
Fitness
Walks

Nature
Nut
Series

Nature Programs Launched in 2017

Palm Coast has a wealth of parks, preserves and paths that provides the perfect opportunity to explore the great outdoors. Through guide nature/fitness walks and nighttime park tours by flashlight, nature lovers enjoyed free experiences. In addition, several nature-themed programs for our youngest residents were launched. palmcoastgov.com/register

Quality of Life

Find YOUR Florida Palm Coast Proud

To ensure a safe community for our citizens and visitors, while providing affordable and enjoyable options for cultural, educational, recreational, and leisure-time events.

Vibrant lifestyle and the natural environment combine to provide a high quality of life to Palm Coasters. In addition to our impressive inventory of parks and 125+ miles of connecting trails and paths, the City provides a full schedule of special events all year long. Quality of Life for our citizens and visitors ensures a safe community through proactive approaches.



Special events for recreation never stopped in 2017, from 5Ks and patriotic ceremonies to Movies in the Park and Food Truck Tuesdays.

Recreation

City staff is dedicated to bringing the citizens of Palm Coast quality parks and recreation experiences. We strive to make Palm Coast a great place to live, visit and play! Palm Coast Parks & Recreation Department offers a variety of recreational opportunities for toddlers, youth and adults, beautiful parks, an outdoor pool facility, hydro-grid clay tennis center, golf course, a sports complex, and connecting trails where users can jog, walk, bike and explore nature. We believe the benefits of having a healthy community "starts in parks." www.palmcoastgov.com/recreation



In addition to a new seasonal Activity Guide, Parks & Recreation upgraded facility branding for the department and Palm Coast Tennis Center.

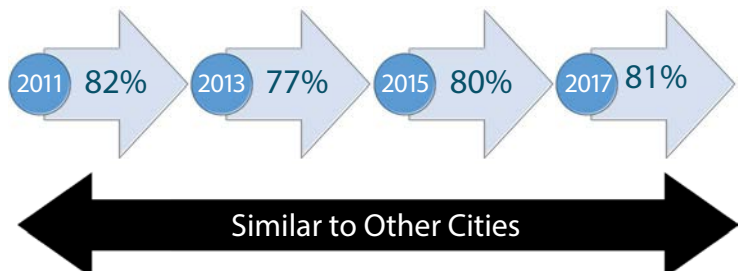
The Discover Palm Coast radio show with Mayor Milissa Holland was a great source of information for our citizens in 2017. Covering issues from news to city updates to fun happenings... the Mayor covered it all. Forty episodes were broadcast on WNZF and are available to listen and download: www.palmcoastgov.com/podcast



Entries from the Fifth Annual Photo Contest

Citizens Survey Results

City Parks
% Rating Positively



CRS Rating Increase

On May 1, 2017, City of Palm Coast citizens started benefiting from an additional discount to an already robust reduction in flood insurance premiums. At that time, there were 4,419 flood insurance policies in force in the City. For insurance holders located within a special flood hazard area (A and AE zones), a 30 percent reduction will be applied at renewal which is an average savings of \$120 annually per policy. For properties outside SFHA, 10 percent discount will remain the same. No discounts are applicable to those holders of preferred risk policies, which are already significantly discounted. As a result of Palm Coast's CRS participation, policy holders realize combined annual savings of \$103,236.



Presentation of Class 4 CRS rating to City Council and Staff

Palm Coast and all of Flagler County will have new Flood Insurance Rate Maps taking effect June 6, 2018, that may affect flood insurance policies. The City of Palm Coast recommends that citizens secure flood insurance to ensure complete coverage of their home. Policyholders should work with their insurance agents to resolve any questions or concerns that they have related to flood insurance, or contact FEMA Floodsmart at 1-888-379-9531.

Community Rating System (CRS)

The Community Rating System (CRS) is a voluntary program for National Flood Insurance Program (NFIP) participating communities. The goals of the CRS are to reduce flood damages to insurable property, strengthen and support the insurance aspects of the NFIP, and encourage a comprehensive approach to floodplain management.

The CRS has been developed to provide incentives in the form of premium discounts for communities to go beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding. There are 10 CRS classes: Class 1 requires the most credit points and gives the greatest premium discount; Class 10 identifies a community that does not apply for the CRS, or does not receive the minimum number of credit points and receives no discount.



Storm Ready

As part of the evaluation of the City's Floodplain Management activities, an opportunity arose to be recognized as a StormReady Community through County and City efforts. As highlighted in the photograph below, the City did achieve this designation and was presented the community sign by County and State representatives.

Be StormReady too!

To better inform residents of their evacuation zone and increase awareness, color-coded signs with "EvacZones B, C, D or E" are now located on stop signs at 59 intersections. The sign letters indicate the evacuation zone designation and NOT the first letter of corresponding neighborhood streets. Know your evacuation route!

www.youtube.com/watch?v=BlT61XJntBc&feature=youtu.be

fcmaps.maps.arcgis.com/apps/View/index.html?appid=1e97be653d5446c0985df36028c53dbb

Hurricane season is right around the corner. Download a Disaster Guide today.

fliphtml5.com/gtls/gzkv

Register for CodeRed

www.palmcoastgov.com/emergency/codered

Getting the Word Out!

Social media continues to be one of the City's most effective tools, especially when getting information to the public is critical. During Hurricane Irma, two live video updates had over 16,000 viewers each and more than 1,000 comments combined. According to the 2017 National Citizen Survey, residents depended heavily on Facebook during the storm event. The following section inventories the top sources used by the public. Local television was used by 70 percent of the survey participants and ranked No. 1 as a source of information.

1. Local television
2. Flagler County website
3. Facebook
4. Flagler Broadcasting Radio (WNZF, Beach, Kix)
5. City website
6. CodeRED
7. Newspaper
8. Call centers (calling local governments)
9. Twitter

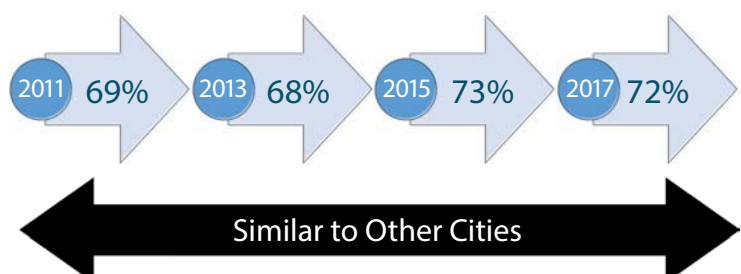


Citizens Survey Results

Government Emergency

Preparedness

% Rating Positively



Workforce Talent

Improving Employee Skills & Performance Through Education & Training

To develop and implement a comprehensive plan to improve City employee skills and performance through education and training; performance management; and personal development opportunities.

Internship Program

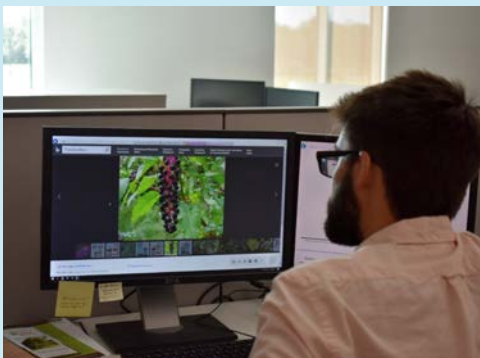
With 14 paid internship positions filled by college students this past summer, and 11 anticipated for 2018, the City of Palm Coast and Flagler Schools hopes to bring our talent back home following their high school graduation. The City internship program gives qualified candidates the opportunity to build their resume, explore career interests, engage in professional networking, and make a difference in their community.

Internship projects for 2017 included:

- Updating the Utility's Reuse Master Plan
- SCADA (Supervisory Control and Data Acquisition) Master Plan
- Designing modifications to existing sports fields
- Standardizing the design of stormwater weirs
- Developing a stormwater GIS application to centralize stormwater data
- Documenting ROW acquisitions and other construction projects
- Developing and presenting a white paper on a strategy for the downtown high tech innovation district concept
- Developing a Virtual Citizen's Academy, which includes an overview of the City's government and modules on each of the City's nine departments
- Writing News releases, posting to social media, and filming and editing video content
- Conducting research analysis
- Doing preliminary environmental assessments, land stewardship & wildlife monitoring
- Creating standard operating procedures for athletic field turf management and landscape management



A Parks Maintenance intern takes a soil sample from a sports field while working on creating standard operating procedures for athletic field turf management.



Environmental interns worked on preliminary environmental assessments, land stewardship and wildlife monitoring.



Interns in the Construction Management & Engineering Division worked on the design for sports field modifications, standardizing the design for stormwater weirs, developing a GIS application to centralize stormwater data and completing documentation for ROW acquisitions.

In-house Projects

Ongoing training to develop our workforce talent is a key focus to help the City achieve all of its other goals. With comprehensive training, our employees have the knowledge and skills to complete many projects in-house.

Some of the projects completed in-house this year included:

- Resurfacing St. Joe's Walkway
- Constructing the Forest Branch Trail
- Rehab & Renewal projects at WWTP 1 Including:
 - Removal and replacement of failed concrete drive
 - Painting all buildings and structures
 - Painting all yard piping
 - Rehabbing two brush aerators by installing new gear boxes, bearings and belts
- Installing cedar trees with irrigation system modifications at the Old Kings Road master pump station to provide additional screening between the station and the neighboring community
- Installing landscaping around a receiving manhole
- Converting conventional lighting to LED fixtures including inside and outside lighting at:
 - Water Treatment Plant 2
 - Water Treatment Plant 3
 - Wastewater Treatment Plant
 - Utility Administration Office
 - Well sites and pump stations



A Public Works employee makes repairs to a concrete walkway at the Indian Trails Sports Complex to prepare the facility for another busy year of sports tournaments.



Public Works employees constructed the Forest Branch Path along the FPL easement from Old Kings Road to safely connect to Matanzas High School.



Public Works employees complete the resurfacing of the St. Joe's Walkway this year. Crews work hard to maintain more than 150 miles of sidewalks, walkways and bike paths.

Workforce Talent

Excellence

The Strategic Action Plan adopted by City Council includes employee development which represents a strong commitment to maintain a dedicated and skilled workforce to provide a high level of service to citizens.



Chief Michael Beadle presented Deputy Chief Gerard P. Forte with the Chief Fire Officer designation from the Commission on Professional Credentialing. Chief Forte worked for one year gathering the necessary documentation for this designation. He is one of 1,100 fire officers in the world to hold the designation.



In conjunction with the Flagler Palm Coast High School Fire Academy, PCFD started an internship program that will allow volunteers to be eligible for hire after completing the state requirements for firefighter. FPC students will be eligible to join the volunteer program at PCFD after they turn 18. The City donated decommissioned air packs to the program.

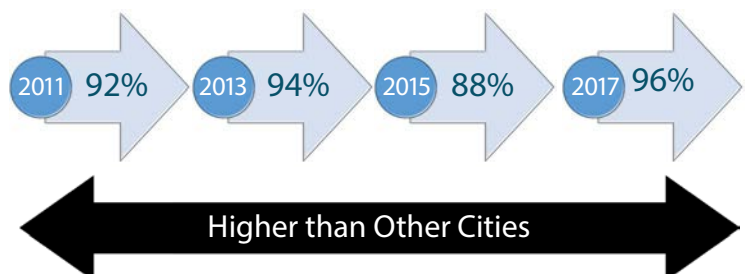


Palm Coast Wastewater Treatment Plant 1 received the First Place 2017 Florida Water Environment Association Safety Award for Class B facilities. This award recognizes the outstanding effort of the management and operational staff which resulted in zero lost time accidents during last calendar year at that facility.

Citizens Survey Results

Fire Service

% Rating Positively



SERVING FLORIDA'S WATER AND WASTEWATER INDUSTRY SINCE 1949



Florida Water Resources JOURNAL

August 2017



Palm Coast Utility's Water Buoys team won both the State and the National Top-Ops competitions hosted by the American Water Works Association. The College Bowl style competition is a true test of the contestants' dedication to the water treatment profession. This is the 11th time the City of Palm Coast team has won the State contest and the sixth time for the National title.



The City of Palm Coast Utility Department's Water Treatment Plant 3 has been awarded the 2017 "Outstanding Membrane Plant Award" by the Southeast Desalting Association.

Communications and Marketing Awards

National and State Awards:

- "Find Your Future – Internships with the City of Palm Coast"
- "Zombie Survival Guide to Bicycle Safety"
- "Holiday Fire Safety Trips – Meet Joey Christmas" videos.

Communicator Awards

- Find Your Future - Internships with the City of Palm Coast
Silver Award of Distinction
- Zombie Survival Guide to Bicycle Safety
Silver Award of Distinction

Telly Awards

- Find Your Future - Internships with the City of Palm Coast
Telly Award - Bronze
- Holiday Fire Safety Tips - Meet Joey Christmas
Telly Award - Bronze

Golden Image Awards

- Zombie Survival Guide to Bicycle Safety
Golden Image Award



Workforce Talent

Employee Retention

The City continues to make significant strides in implementing programs and changes to ensure our salaries, benefits, and employee development programs remain competitive in the marketplace.

Employee Certification and Education Incentive Pay

Last year, the pay plan was adjusted for several positions, especially at the lower end of the pay scale, to identify areas where the City was no longer competitive in the changing labor market. In addition, an employee certification and education incentive pay program was developed. This program, along with continued maintenance of our pay plan, should hopefully help to mitigate the loss of our skilled workforce.

Employee Development

Specialized training in customer service and management skills continues to be offered through a partnership with Daytona State College. In addition, the Employee Academy continues with three sessions offered each year. In an effort to improve services to the citizens and encourage employees to complete courses of instruction to help contribute to advancement and promotional potential within the City, the tuition reimbursement program continues to be funded.

Employee Morale and Wellness

Employee Events:

- Winter Wonderland Dinner/Dance
- Employee Family Fun N Fit Day
- Employee Appreciation Week
- Employee Photo Contest
- Wellness Fair

Employee Programs:

- Sick Leave Conversion
- Health and Safety Calendar Contest
- Fitness Challenges
- Wellness Room
- Blue Cross Blue Shield Blood Pressure Program
- Certification/Education pay



Employees enjoyed the first Winter Wonderland Dinner/Dance, which was coordinated by the Boost All Morale (BAM) team.



The Employee Recognition Luncheon, celebrating employees who have reached a milestone in their years of service with the City, took place during Employee Appreciation Week.



The Wellness Team partnered with Blue Cross/Blue Shield to offer the first Blood Pressure Program to City employees. Employees attended the program during their lunch hour, over a three week period, to educate themselves on self-management of blood pressure. Employees who participated received a blood pressure kit to keep after the program was complete.



Employees' children who participated in the annual "Take Your Daughters and Sons to Work Day" received tours of all departments and learned the functions of each throughout the day.



Children of City employees participated in the 3rd Annual Health & Safety Calendar contest by submitting a drawing or painting about health and/or workplace safety. Prizes were awarded to the top three entries in each age category and each of the winning children's artwork appeared in the 2018 calendar.





www.palmcoastgov.com

Photo by Tom Hanson - Winner of the 2017 Employee Photo Contest

City of Palm Coast, Florida

Agenda Item

Agenda Date: 03/13/2018

Department	City Clerk	Amount	\$201,000.00
Item Key		Account	54225509-06100
Subject	RESOLUTION 2018-XX APPROVING THE CONTRACT FOR PURCHASE AND SALE OF 178 MIDWAY DRIVE, PALM COAST WITH MS. CHARLOTTE HAYDEN		
Background :	<p>The State Road 100 Corridor Community Redevelopment Area (SR 100 CRA) was created in 2004 as a measure to assist the City of Palm Coast in its efforts to encourage investment, economic development, and redevelopment in the State Road 100 Corridor area. Redevelopment is necessary to create the community envisioned by the City's citizens, merchants, and visitors. The SR 100 CRA Plan outlines two target areas for redevelopment. These areas, Midway and Whispering Pines, are antiquated subdivisions with no existing infrastructure except for dirt driveways. The SR 100 CRA has acquired many of these properties as part of an overall strategy to eliminate or reduce blight in the area and aggregate property for future redevelopment.</p> <p>With City Council direction, City staff have been actively pursuing developer and retail partners to stimulate redevelopment along Bulldog Drive. On August 4, 2016, City staff issued a Request for Proposals for a redevelopment opportunity along Bulldog Drive (#RFP-CM-16-01). The City received one response from Unicorp National Development, Inc. (Unicorp). The City entered into a Public-Private Partnership to undertake the redevelopment outlined in Unicorp's response. The approved agreement is divided into two phases. Phase 1 includes a Wawa gas and convenience store. Consistent with the approved agreement, Unicorp recently closed on Phase 1, which resulted in revenue to the SR100 CRA and the Shumate parcel was transferred to the City. The Shumate parcel was purchased by Unicorp for \$100,500, or approximately \$13/square foot.</p> <p>During the Unicorp land use approval process, Ms. Charlotte Hayden approached the City and offered to sell her property consistent with recent per square foot value of the Shumate parcel. The negotiated contract price is \$201,000, which results in an approximately \$13/square foot valuation. As part of the negotiations with Ms. Hayden, a leaseback at no cost for two months is included to allow Ms. Hayden time to relocate. After two months, the rent is \$1,500 per month with escalation on a month-to-month basis to ensure that the property is vacated in a timely manner and redevelopment can be pursued.</p> <p>Acquiring the Hayden property will accomplish the redevelopment goals of eliminating slum and blight, reduce potential future conflicts between residential and non-residential uses, and assemble the last remaining parcels to accomplish the redevelopment contemplated in Phase 2. In addition, the contract price is consistent with the most recent real estate transaction. If approved, City staff will use the revenues from the Unicorp transaction to purchase the Hayden property.</p>		
Recommendation:	Approve Resolution 2018-XX approving a contract for purchase and sale of 178 Midway Drive with Charlotte M. Hayden.		

RESOLUTION 2018-_____
PURCHASE OF PROPERTY
178 MIDWAY DRIVE

A RESOLUTION OF THE CITY OF PALM COAST FLORIDA APPROVING THE TERMS AND CONDITIONS OF THE CONTRACT FOR PURCHASE AND SALE WITH CHARLOTTE HAYDEN FOR 178 MIDWAY; AUTHORIZING THE CITY MANAGER OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR IMPLEMENTATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Charlotte Hayden, Property Owner is willing to sell her property located at 178 Midway Drive, Palm Coast, Florida, Parcel Identification #08-12-31-4350-00000-0490 to the City of Palm Coast; and

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

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

SECTION 1. APPROVAL OF THE CONTRACT. The City Council hereby approves the terms and conditions of the Contract for Sale and Purchase for 178 Midway Drive with the Charlotte Hayden, as attached hereto and incorporated herein by reference as Exhibit "A".

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

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

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

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

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

DULY PASSED and adopted by the City Council of the City of Palm Coast, Florida, on this
13th day of March 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachments:

Exhibit A – Contract for Sale and Purchase of Property of 178 Midway Drive, Palm Coast, Florida

Approved as to form and legality

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

CONTRACT FOR PURCHASE AND SALE

THIS CONTRACT FOR PURCHASE AND SALE ("**Contract**") is made by and between **CHARLOTTE M. HAYDEN**, a single person (hereinafter referred to as "**Seller**"), with a principal address of 178 Midway Drive, Palm Coast, FL 32164 and the **CITY OF PALM COAST, FLORIDA**, a municipal corporation, ("**Buyer**") with a principal address of 160 Lake Avenue, Palm Coast, FL 32164. For and in consideration of a valuable sum in dollars, the premises and the mutual covenants and obligations created hereby, as well as other good and valuable considerations, Buyer agrees to buy and Seller agrees to sell the following described real property subject to and upon the terms and conditions set forth below. The effective date of this Contract (the "**Effective Date**") shall be the date upon which the last of Seller and Buyer shall have signed this Contract.

ARTICLE I - PROPERTY

The real property (the "**Property**") which is the subject matter of this Contract is described as follows:

Lots 49 and 50, Midway Park Subdivision, First Addition, a subdivision according to the Plat thereof, recorded in Plat Book 5, Page 51, Public Records of Flagler County, Florida.

Seller may remove any of the appliances and home furnishings from the mobile home, which property must be removed upon termination of the lease referenced in paragraph 5.15 below.

ARTICLE II - PURCHASE PRICE

Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be Two Hundred One Thousand and 00/100 (\$201,000.00).

ARTICLE III - CLOSING AND CLOSING DATE

The transaction contemplated by this Contract shall be closed (the "**Closing**"), the Purchase Price applied to closing costs and the deed, and the exclusive possession of the Property, free of all occupants, shall be delivered to Buyer at Closing. The closing date shall be on or before May 1st, 2018.

ARTICLE IV - TERMS AND CONDITIONS

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

4.1. **Evidence of Title.** Seller, at Seller's expense and within thirty (30) days from the Effective Date, shall obtain a title insurance commitment (the "**Title Commitment**") to issue an ALTA Owner's Title Insurance Policy from a title insurance company acceptable to Buyer (the "**Title Insurance Company**") in the amount equal to the purchase price, naming Buyer as the proposed insured. The Title Commitment shall show good, marketable and insurable fee simple title to the Property to be vested in Buyer, liens, encumbrances, exceptions and qualifications which will not interfere with or impair the Property's use; exceptions permitted by the provisions of this Contract; and

those exceptions which are capable of and are actually to be discharged by Seller at or before Closing (all other exceptions to title being deemed title defects for purposes of this contract). Legible and complete copies of all instruments listed as exceptions to title (commonly identified as Schedule B-II exceptions in the Title Commitment) shall be delivered with the Title Commitment. If title is found to be defective, Buyer shall, within ten (10) days from the date it receives the Title Commitment, notify Seller in writing to that effect specifying the defects. Seller shall have twenty (20) days from the receipt of Buyer's notice specifying the title defects to cure the defects and, if after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied prior to Closing, or where the removal of such defects is not otherwise assured to Buyer's satisfaction, Buyer shall have the option of (i) accepting the title "as is" or (ii) terminating the Contract after which Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Contract.

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

The parties acknowledge that upon the execution of this Contract the only available legal description of the Property was the legal description of the Property contained within Section I of the Contract.

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

4.4. **Closing Affidavit.** At the Closing, Seller shall furnish Buyer with an affidavit (i) testifying to the absence of any claims, encumbrances, taxes, assessments, liens or potential lienors known to Seller not disclosed in the Title Commitment and Deed, (ii) further attesting that there have been no improvements to the Property by or through Seller for the ninety (90) day period immediately preceding the date of Closing, the cost of which remains unpaid, (iii) agreeing to take no action prior to recording the Deed which would adversely affect the title to the Property, (iv) testifying that possession of the Property is subject only to those matters accepted by Buyer pursuant to the terms hereof, if any, and that Seller is otherwise in exclusive, peaceable and undisputed possession of the Property, and (v) testifying that there are no actions or proceedings now pending in any state or federal

court to which Seller is a party including, but not limited to, proceedings in bankruptcy, receivership or insolvency, which would affect the Property, the title to the Property or Seller's ability to close on the sale of the Property to Buyer except as disclosed in the Title Commitment. Seller shall also furnish such other evidence, affidavits or information required by the Title Insurance Company so that the Title Insurance Company will be able to eliminate all standard exceptions from the Title Commitment at Closing, except for taxes for the year of Closing which are not yet due or payable.

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

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

4.7. **Expenses.** Title insurance premium, state documentary tax for the Deed, and the cost of recording all corrective documents needed to complete the transaction shall be borne by Seller. Buyer shall pay for recording the Deed and all fees and expenses arising from or associated with the simultaneous issuance of a lender's title insurance commitment and policy, if any, and any and all endorsements to such policy required by its lender.

4.8. **Reserved.**

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

The Title Agent shall ensure compliance with Florida Statute 196.295 at settlement, and Buyer shall be responsible for any real and personal property taxes billed with respect to the Property after Closing.

4.10. **Special Assessment Liens.** Special assessment liens which are certified, confirmed and ratified as of the date of Closing are to be paid by Seller. Special assessment liens which are certified, confirmed and ratified but payable in installments post Closing shall be paid in full by Seller at Closing. Special assessment liens pending as of the date of Closing shall be assumed by Buyer; provided, however, that if the improvements which form the basis for such special assessment are

substantially completed as of the date of Closing they shall be deemed to have been certified, confirmed or ratified and Buyer shall, at Closing, be credited with an amount equal to the last estimate of the assessment for the improvement made by the appropriate public body.

4.11. **Default.** If Seller fails to perform any of Seller's covenants set forth in this Contract or fails to convey the Property when Seller is obligated to do so in accordance with the terms hereof, Buyer shall have the right of specific performance against Seller.

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

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

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

To Seller: Charlotte M. Hayden
178 Midway Drive
Palm Coast, FL 32164

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

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

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

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

Buyer agrees that any amount deducted and withheld pursuant to this Section shall be remitted to the Internal Revenue Service in accordance with Section 1445 of the Code and the Regulations thereunder.

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

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

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

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

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

4.18. **WAIVER OF TRIAL BY JURY.** SELLER AND BUYER HEREBY MUTUALLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY REGARDING ANY LITIGATION BASED OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY AGREEMENT CONTEMPLATED TO BE DELIVERED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF SELLER AND BUYER ENTERING INTO THIS CONTRACT.

ARTICLE V - SPECIAL CONDITIONS

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

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

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

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

5.2. **Inspection Period.** Buyer shall have until the date of Closing (herein the "**Inspection Period**") in which to conduct an investigation of the Property, including, by way of illustration and not in limitation and subject to Section 4.17: inspections as to the physical condition of the Property, investigate the availability of utilities, status of zoning or ability to rezone, zoning codes, building codes, physical condition and any other condition or characteristic of the Property which Buyer may deem necessary or relevant to Buyer in purchasing the Property. Should Buyer for any reason become dissatisfied or concerned with the result of any such investigation, search, inquiry or report as contemplated hereby, then Buyer may, prior to the expiration of the Inspection Period, terminate this Contract by written notice thereof to Seller.

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

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

5.5. **Reserved.**

5.6. **Brokerage.** The Seller hereby represents that it has engaged **Real Estate Services of Palm Coast** (“Seller’s Broker”) with respect to the transaction contemplated herein, and Seller agrees to pay a brokerage fee to the Seller’s Broker in the amount of 3% of the Purchase Price. Buyer represents that it has not dealt with or engaged a broker with respect to this transaction. Each party hereby agrees to indemnify the other from and against any claim for brokerage commission or finder's fee asserted by any other person, firm or corporation claiming by, through or under said party, with the exception of the Seller’s Broker.

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

5.8. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

5.9. **Assignment.** Buyer shall have the right to assign its rights and privileges under this Contract to any entity which controls, is controlled by or under common control with Buyer; provided, however, that such assignment shall not relieve Buyer of any obligations hereunder.

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

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

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

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

5.14. **Property Inspection.** Seller shall, upon reasonable notice, provide utilities service and access to the property for appraisal and inspection, including walk-through prior to Closing. Seller will assign all assignable repair and treatment contracts and warranties to Buyer at closing. Seller agrees to repair any holes or damage done to the real property prior to Closing. Except as provided in Section 5.15, Seller agrees to deliver the Property in a clean condition and free of all personal property.

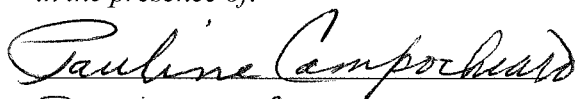
5.15. **Removal of Personal Property.** Seller shall deliver exclusive possession of the Property, vacant of all persons, and clean of debris at Closing. All hazardous chemicals must be removed from the Property prior to Closing. All personal property, including automobiles, trucks, boats, parts of vehicles, and any and all debris, shall be removed from the Property at Seller's expense, prior to Closing. Seller is responsible for obtaining any necessary demolition permits prior to removing property and fixtures. Any and all such desired property and fixtures must be removed by Seller prior to Closing. Seller agrees that only Seller, or an entity/person under direct contract with Seller, is authorized to remove items from Property.

5.16. **Leaseback.** Seller agrees to leaseback the Property from Buyer, said lease to be entered into contemporaneously with the passing of title under this Agreement. The lease is to be for a term of not more than 60 days at a net rental of \$0.00 per month, increasing monthly, and in the form attached as **Exhibit "A"**. The parties agree that such leaseback constitutes an important element of consideration of this Agreement.

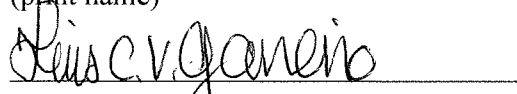
At Closing, Seller shall provide the Buyer with proof of liability and property damage insurance and shall list the City of Palm Coast as an additional insured.

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

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



Pauline Campochiaro
(print name)



Luis C. V. Janeiro
(print name)

SELLER:


CHARLOTTE M. HAYDEN

Date: 2-17-18

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

(print name)

(print name)

BUYER:

CITY OF PALM COAST, FLORIDA

By: _____
Jim Landon, City Manager

ATTEST:

By: _____
Virginia A. Smith, City Clerk

Date: _____

EXHIBIT "A"
[FORM – RESIDENTIAL LEASE]

RESIDENTIAL LEASE

THIS LEASE AGREEMENT, made this ____ day of _____, 2018, by and between the **CITY OF PALM COAST**, a Florida municipal corporation, with a principal address of 160 Lake Avenue, Palm Coast, FL 32164, hereinafter called "LESSOR," and **CHARLOTTE M. HAYDEN**, hereinafter called "LESSEE," whose address is 178 Midway Drive, Palm Coast, FL 32164.

W I T N E S S E T H:

(1) **PREMISES.** In consideration of the rents, covenants and agreements hereinafter made, reserved and contained on the part of LESSEE to be observed and performed, the LESSOR leases to the LESSEE and LESSEE rents from LESSOR the premises located at 178 Midway Drive, Palm Coast, FL 32164, and more particularly described in Exhibit "A" attached hereto, sometimes herein referred to as the "**Premises.**"

(a) LESSEE has inspected and takes the Premises in "As Is" condition and subject to the existing zoning, use and occupancy regulations currently in existence. LESSOR shall not be responsible for any latent defect or change of condition of the Premises.

(2) **TERM.** The term of this lease, and LESSEE's obligation to pay rent, shall commence from the date of closing on the Contract for Purchase and Sale and Leaseback between the parties, and shall be on a month-to-month basis not to exceed 60 days from the effective date. Upon the termination date, Lessee must vacate the Premises, unless the parties mutually agree to extend the lease on a month by month basis.

(3) **RENT.** The Lessee covenants and agrees to pay to Lessor at such place as Lessor may, in writing, from time to time designate, rent in lawful money of the United States for the Premises, a guaranteed and fixed monthly rental of **\$0.00** per month for the first two months. If the parties mutually agree to extend the Lease, for the third month, the rent will be a guaranteed and fixed monthly rental of **\$1,500.00** per month. The rent will increase by 10% every month after that third month as long as Lessee resides on the Premises.

(4) **TAXES.** The LESSEE covenants and agrees to pay for the annual ad valorem property taxes on the Premises, and all state, city and county taxes and assessments that may be assessed on the Premises.

(5) **USE.** The Premises shall be used as a private single family dwelling. LESSEE shall not permit said Premises to be used for any unlawful purpose and shall at all times comply with the laws and rules and regulations of the applicable governmental bodies and fire inspection and rating bureaus relating to the use of said premises, including sidewalks, alleys, and streets adjoining.

(6) MAINTENANCE. Lessee will, at its sole expense, keep and maintain the premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Lessee shall:

(a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;

(b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;

(c) Not obstruct or cover the windows or doors;

(d) Not leave windows or doors in an open position during any inclement weather;

(e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;

(f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of LESSOR;

(g) Keep all air conditioning filters clean and free from dirt;

(h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Lessee shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Lessee;

(i) Lessee's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;

(j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;

(k) Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;

(l) Abide by and be bound by any and all rules and regulations affecting the Premises which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them, if any.

(7) MECHANIC'S LIENS. LESSEE shall not have nor shall anyone claiming by, through, or under LESSEE have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever upon said Premises or upon any building or improvement thereon, or upon the leasehold interest of LESSEE therein, nor shall anyone furnishing any material, service, or labor for any building improvements, alterations, repairs, or any part thereof, at any time be or become entitled to any lien thereon.

(8) UTILITIES. The LESSEE shall pay for all utilities, including water, gas, electricity, and sewerage, and also for trash and garbage removal, as imposed by governmental authorities, and shall pay for the cost of fuel for heating and the cost of power and refrigerant for air conditioning. LESSEE shall shut-off all utilities prior to vacating the premises.

(9) BANKRUPTCY OR INSOLVENCY. If any time during the term of this lease, or any extensions thereof, a voluntary case is commenced by the LESSEE, or an involuntary case is

commenced with respect to the LESSEE, under the bankruptcy laws of the United States of America, and such case shall not be dismissed within sixty (60) days from the date of such commencement, then, at the option of the LESSOR, the commencement of either such case shall be deemed to constitute a breach of this Lease by the LESSEE. The LESSOR, at its election, may terminate this Lease in the event of occurrence of such case by giving not less than five (5) days written notice to the LESSEE or to the assignee or to the trustee or to such other person appointed pursuant to an order of the court, and thereupon the LESSOR may re-enter the Premises and this Lease shall not be treated as an asset of LESSEE's estate. However, the LESSOR shall be entitled to exercise all available rights and remedies and to recover from the LESSEE all monies that may be due or become due, including damages resulting from the breach of the terms of this Lease by the LESSEE.

(10) INSPECTION OF AND ACCESS TO PREMISES. LESSOR, its agents and employees, shall have the right, at all reasonable times, to enter the Premises or any part thereof to inspect and examine same and for the purpose of making any repairs to or within the Premises which the LESSOR has agreed to make under the terms of this lease, and/or which the LESSOR deems advisable to make in order to preserve and/or maintain the Premises.

(11) INDEMNIFICATION OF LESSORS. LESSEE shall pay to LESSOR all costs and expenses incurred in the enforcement of any of the provisions of this Lease, including reasonable attorneys' fees.

(12) LIABILITY INSURANCE. LESSOR requires LESSEE to obtain renter's insurance to protect from loss or damage and to name LESSOR as an additional insured.

(13) DAMAGE OR DESTRUCTION BY FIRE. If at any time or times during the term of this Lease, any building or improvements on said Premises or any part thereof are damaged by fire or the elements or other casualty and if the Premises be so badly damaged that they cannot be repaired and restored within ten (10) days from the happening of such damage, then this Lease will be terminated and all insurance monies shall be paid and may be collected by LESSOR for its sole benefit.

(14) LESSOR'S LIEN. LESSEE hereby grants to LESSOR, during the term of this Lease, a lien upon all property of LESSEE bought, kept or used during the term of this Lease upon or about said leased Premises subject to encumbrances and leasing arrangements therein regardless of when created; a lien on the leasehold hereby created, to secure the payment to LESSOR of all amounts, including statutory attorney's fees and costs, which may at any time become due from LESSEE to LESSOR.

(15) ASSIGNMENT AND SUBLETTING. LESSEE shall not assign this lease, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than LESSEE.

(16) RESERVED.

(17) EMINENT DOMAIN/CONDEMNATION. If the whole of the Premises, or such portion thereof as will make Premises unusable for the purposes for which the Premises are leased,

shall be appropriated or taken pursuant to the power of Eminent Domain by any public or quasi-public authority, then the term herewith granted shall cease and terminate from the date when possession thereof is taken by such public authority and the parties hereto be released from any further liability hereunder, and Rent shall be computed between LESSOR and LESSEE as of and be paid to that day. Such termination, however, shall be without prejudice to the rights of either LESSOR or LESSEE to recover from the condemnor compensation and damage caused by condemnation and neither party shall have any rights in any award or settlement so received by the other from the condemning body.

In the event that more than ten percent (10%) of LESSEE's building or buildings is taken or more than twenty percent (20%) of the LESSEE's parking area is taken, then in any such event LESSEE may, at its sole option and without being subject to arbitration, terminate this Lease as of the date of such taking, and, in such event, any improvements installed by LESSEE shall pass to LESSOR free and clear. LESSEE must exercise its option in writing within thirty (30) days following the date of such taking.

In the event that this Lease is not terminated following condemnation of part of the Premises, all of the provisions of this Lease shall remain in full force and effect except that the minimum annual rental shall be reduced to an amount which bears the same relation to the annual rental theretofore payable as the area of the Premises prior to the taking.

All damages awarded for any such taking pursuant to condemnation shall remain the property of LESSORS except that LESSEE shall be entitled to receive that part of any such award for the taking of any trade fixtures, furniture, or leasehold improvements purchased and installed by LESSEE and which have not become part of the realty as heretofore provided.

(18) SUBORDINATION. This Lease, at the option of the LESSOR or LESSOR's mortgagee, may be and at all times after notice thereof shall be subject and subordinate to any and all present and future mortgages, security deeds, or encumbrances which may be placed by the LESSOR on said Premises or any part thereof. The LESSEE covenants and agrees to execute upon demand of the LESSOR all instruments subordinating this lease to the lien of any mortgage or mortgages, security deeds or encumbrances as shall be required by the LESSOR. The LESSEE hereby irrevocably appoints LESSOR as attorney-in-fact of the LESSEE, with power to execute and deliver, without subjecting LESSOR to liability of any kind, such instrument or instruments for and in the name of the LESSEE, in the event the LESSEE shall fail to execute such instrument or instruments within five (5) days after written notice to do so is given to the LESSEE. Provided, however, anything to the contrary contained herein notwithstanding, such mortgagee or encumbrance holder shall recognize the validity and continuance of this lease in the event of a foreclosure of LESSOR's interest or otherwise, as long as LESSEE shall not be in default under the terms of this lease.

(19) SUCCESSORS. All rights, obligations, and liabilities given to, or imposed upon the parties hereto shall extend to and bind the respective heirs, executors, administrators, successors, , and assigns of such parties. No rights, however, shall inure to the benefit of any assignee of LESSEE unless the assignment of such assignee has been approved by LESSOR in writing as hereinabove set forth.

The term "LESSOR" as used in this Lease, so far as covenants and conditions on the part of LESSOR is concerned, shall be limited to mean THE CITY OF PALM COAST, and in the event of any transfer of title to the premises, LESSOR, and in case of any subsequent transfers or conveyances, the then grantor, shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability as respects to the performance of any covenants and conditions on the part of LESSOR thereafter to be performed, provided that any amount then due and payable to LESSEE by LESSOR, or the then grantor, under any provisions of this Lease, shall be paid to LESSEE, it being intended hereby that the covenants and conditions contained in this Lease on the part of LESSOR shall be binding on LESSOR, its successors and assigns, only during and in respect of their respective successive period of ownership.

(20) DEFAULT. If LESSOR determines that the LESSEE is in default of this Agreement, LESSOR shall provide LESSEE with a notice of default, and LESSEE shall have a limited number of days to cure the default unless otherwise excepted: (a) for the failure to pay rent when due, LESSEE shall have three (3) days to cure; (b) for activities in contravention of this Agreement (including but not limited to having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary), the LESSEE shall have seven (7) days to cure. If LESSEE fails to cure the default within the required time frame, LESSOR may immediately terminate this Agreement, and LESSEE shall immediately vacate the Premises and shall return the keys to LESSOR. However, if LESSEE's default is of a nature that LESSEE should not be given an opportunity to cure the default (including but not limited to destruction, damage, or misuse of LESSOR's or other LESSEES' property by intentional act or a subsequent or continued unreasonable disturbance), or if the default constitutes a subsequent or continuing default within twelve (12) months of a written warning by LESSOR of a similar violation, LESSOR may deliver a written notice to LESSEE specifying the default and LESSOR's intent to terminate this Agreement. In such event, LESSOR may terminate this Agreement, and LESSEE shall have seven (7) days from the date that the notice is delivered to vacate the premises. In addition, if this Agreement is terminated pursuant to this paragraph, LESSOR may, at LESSOR's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to LESSOR at law or in equity.

(21) VENUE. Venue for enforcement hereof shall be in Flagler County, Florida. In the event LESSOR retains an attorney to enforce its rights in this Lease, LESSEE shall be responsible to pay any reasonable attorney's fees incurred with or without a lawsuit, including fees incurred for appeals. In the event of litigation related to this lease, the prevailing party shall be entitled to recover their reasonable attorney's fee from the non-prevailing party. Each party hereby waives trial by jury as to any and all such litigation.

(22) RIGHTS CUMULATIVE. All rights, powers and privileges available hereunder to the parties hereto are cumulative and are in addition to the rights granted by law.

(23) WAIVER OF RIGHTS. No failure of LESSOR to exercise from time to time any right or privilege granted LESSOR hereunder, or to obligations hereunder required of the LESSEE,

and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of LESSOR's right to demand strict compliance with the terms hereof. No waiver by LESSOR of any breach of any covenant of the LESSEE herein contained shall be construed as a waiver of any subsequent breach of the same or any other covenant herein contained.

(24) RECORDATION. LESSOR and LESSEE agree not to place this Lease of record but to execute and acknowledge a short form thereof for recording if requested by either party.

(25) ENTIRE AGREEMENT. This Lease contains and embodies the entire agreement of the parties hereto and no representations, inducements or agreements, oral or otherwise, between the parties not contained and embodied herein shall be of any force or effect, and the same way not be modified, changed or terminated in whole or in part orally or in any manner other than by an agreement in writing duly signed by all of the parties hereto.

(26) LESSEE shall maintain the roof, plumbing, heating and air conditioning systems during the term of this Lease.

(27) The LESSOR hereunder shall have the right to freely assign this Lease without notice to or the consent of LESSEE.

(28) The voluntary or other surrender of this Lease by LESSEE, or a mutual cancellation hereof, or a termination by LESSOR, shall not work a merger, and shall, at the option of LESSOR, terminate all or any existing subtenancies or may, at the option of the LESSOR, operate as an assignment to LESSOR of any or all of such subtenancies.

(29) LESSEE warrants and represents that there was no broker or agent instrumental in consummating this Lease. LESSEE agrees to indemnify and hold LESSOR harmless against any claims for brokerage or other commissions arising by reason of a breach by LESSEE of this representation and warranty.

(30) It is expressly agreed between LESSOR and LESSEE that time is of the essence in performance of all terms and provisions of this Lease.

(31) The failure of the LESSOR to insist in any one or more instances upon the strict performance of any of the covenants or agreements in this Lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant, agreement or option, but the same shall continue and remain in full force and effect. The receipt by the LESSOR of rent or any other money due hereunder with knowledge of the breach of any covenant or agreement hereof by LESSEE shall not be deemed a waiver of such breach and no waiver by the LESSOR of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the LESSOR.

(32) A. LESSEE will promptly comply with all applicable laws, guidelines, rules, regulations and requirements, whether of federal, state, or local origin, applicable to the Premises and the Building, including those for the correction, prevention and abatement of nuisance, unsafe

conditions, or other grievances arising from or for the correction, prevention and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Premises.

B. LESSEE shall provide thirty (30) days notice to LESSOR prior to the performance by LESSEE, LESSEE's Agents or contractors of any structural repairs, renovation and/or maintenance, to the Premises. Such notice shall include a detailed description of the work contemplated. LESSEE shall not perform, or cause to be performed, any such repair, renovation and or maintenance without the written consent of LESSOR, and if such consent is granted, the repair, renovation and or maintenance must be performed in accordance with the terms of LESSOR's consent. LESSEE agrees to bear the expense for whatever preventive or abatement measures are required by LESSOR with respect to friable asbestos or any other material.

C. INDEMNIFICATION. LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY OF OR TO THE LESSEE, LESSEE'S FAMILY, GUESTS, INVITEES, AGENTS OR EMPLOYEES OR TO ANY OTHER PERSON ENTERING THE PREMISES OR ANY BUILDING THAT IS A PART OR LIES UPON THE PREMISES, OR TO GOODS OR EQUIPMENT, OR IN THE STRUCTURE OR EQUIPMENT OF THE STRUCTURE OF WHICH THE PREMISES ARE A PART, AND LESSEE HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE. THIS INDEMNIFICATION INCLUDES, BUT IS NOT LIMITED TO, ANY DAMAGE OR INJURY WHICH MAY BE INCURRED BY LESSEE, LESSEE'S FAMILY, GUESTS, INVITEES, AGENTS OR EMPLOYEES OR TO ANY OTHER PERSON FOR DAMAGE OR INJURIES THAT ARISE FROM ANY CONTACT, ATTACK OR INTERACTION FROM OR WITH ANY ANIMALS, DOMESTIC OR WILD, WHETHER SUCH DAMAGE OR INJURY OCCURS ON THE PREMISES OR OFF, AND LESSEE HOLDS HARMLESS THE LESSOR FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE FOR ANY DAMAGE OR INJURY LESSEE ATTRIBUTES TO ANY ABSENCE OR FAILURE OF FENCING THAT MAY BE ON OR SURROUNDING THE PREMISES.

(33) LESSEE agrees to indemnify and hold LESSOR harmless for any environmental damage or contamination of whatsoever kind and nature, and any liability resulting therefrom, caused by LESSEE or its invitees, agents, or employees, and or its or their use of the Premises in any manner whatsoever.

(34) Upon the request of LESSOR, LESSEE shall give, within 10 days of the request, written notice, acknowledging and delivering to the LESSOR a statement in writing (i) certifying that this Lease is unmodified and in full force and effect and the date to which the rent and together charges are paid in advance, if any and (ii) acknowledging that there are not any uncured defaults on the part of LESSOR, or specifying such defaults, if any are claimed. Any such statements may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

(35) PROPERTY REMAINING. All property (including, but not limited to, papers, books, office supplies, fixtures, furniture, and equipment) remaining in the Building, whatsoever the

value, at the conclusion of the Lease shall become the property of the LESSOR.

(36) **TIME.** Time is of the essence of this Lease, including, but not limited to, the timely payment of the rentals.

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

LESSEE: Charlotte M. Hayden
178 Midway Drive
Palm Coast, FL 32164

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

(38) **ABANDONMENT.** If at any time during the term of this Agreement LESSEE abandons the Premises or any part thereof, LESSOR may, at LESSOR's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to LESSEE for damages or for any payment of any kind whatever. LESSOR may, at LESSOR's discretion, as agent for LESSEE, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at LESSOR's option, hold LESSEE liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by LESSOR by means of such reletting. If LESSOR's right of reentry is exercised following abandonment of the Premises by LESSEE, then LESSOR shall consider any personal property belonging to LESSEE and left on the Premises to also have been abandoned, in which case LESSOR may dispose of all such personal property in any manner LESSOR shall deem proper and LESSOR is hereby relieved of all liability for doing so. BY SIGNING THIS AGREEMENT, LESSEE AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE LESSEE'S PERSONAL PROPERTY.

(39) **RADON NOTIFICATION.** Pursuant to Florida Statute 404.056(8), LESSEE is notified: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit."

(40) LESSEE'S HOLD OVER. If LESSEE remains in possession of the Premises with the consent of LESSOR after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between LESSOR and LESSEE which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$1,500.00) per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.

(41) QUIET ENJOYMENT. LESSEE, upon payment of all of the sums referred to herein as being payable by LESSEE and LESSEE's performance of all LESSEE's agreements contained herein and LESSEE's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

(42) LESSOR and LESSEE shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party. LESSEE HEREBY WAIVES HIS OR HER RIGHT TO NOTICE PURSUANT TO FLORIDA STATUTE 715.104.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year indicated below.

WITNESSES:

Pauline Campochiaro
(signature)

Pauline Campochiaro
(print name)

Luis C.V. Janeiro
(signature)

Luis C.V. Janeiro
(print name)

LESSEE:

Charlotte M. Hayden
Charlotte M. Hayden

Date: 2-17-18

LESSOR:

CITY OF PALM COAST, FLORIDA

By: _____
Jim Landon, CITY MANAGER

ATTEST:

By: _____
Virginia A. Smith, City Clerk

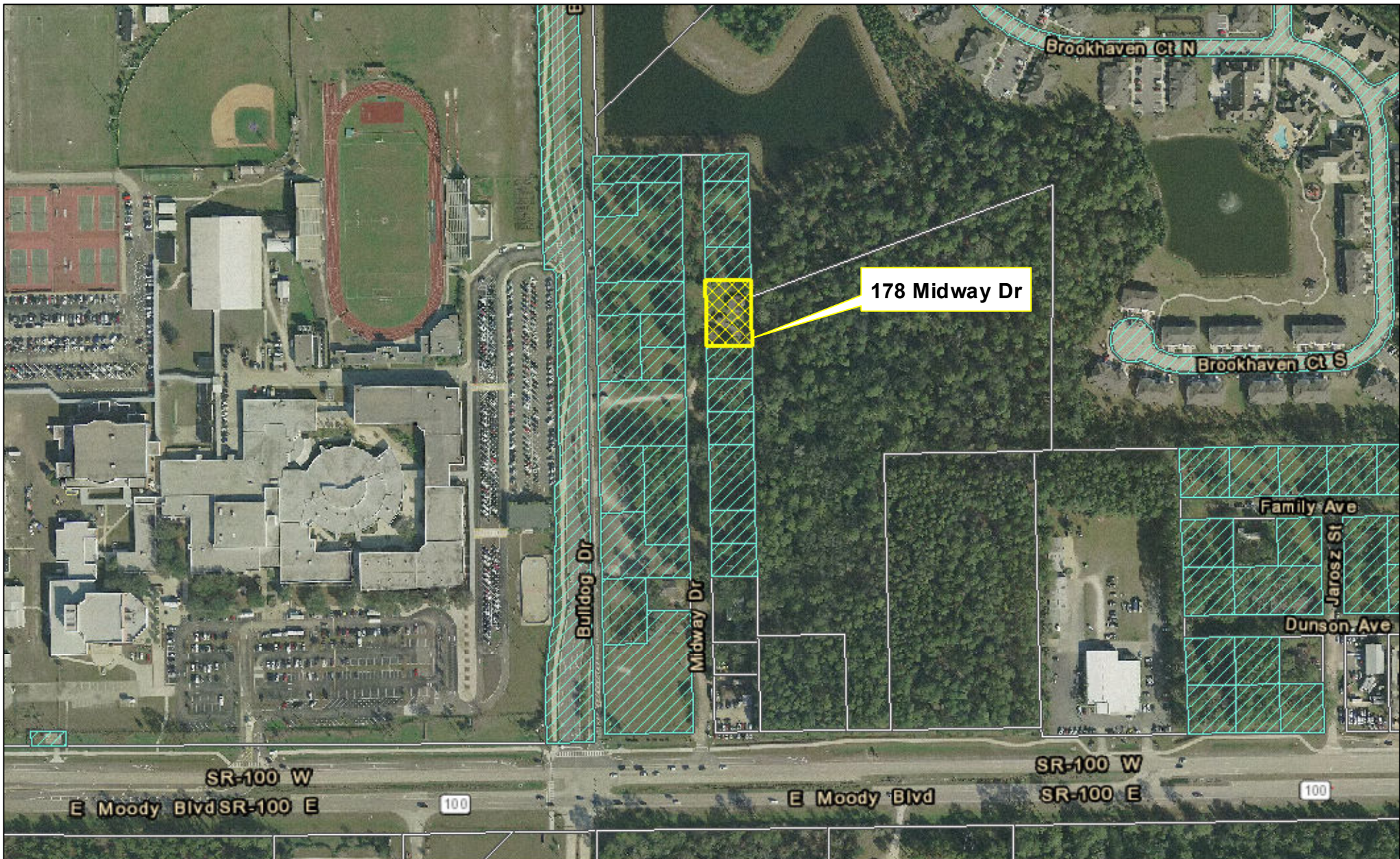
Date: _____

Approved by the City Council at its public meeting held on _____.




EXHIBIT "A"

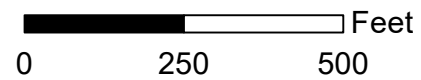
[LEGAL DESCRIPTION]

Lots 49 and 50, Midway Park Subdivision, First Addition, a subdivision according to the Plat thereof, recorded in Plat Book 5, Page 51, Public Records of Flagler County, Florida.



Location Map

-  178 Midway Dr
-  Parcels owned by the City of Palm Coast
-  Parcels in Flagler County As Of 3-5-2018



2017 FDOT Imagery



Map Provided by the GIS Division

Date: 3/8/2018

The City of Palm Coast prepares and uses this map/map data for its own purposes. This map/map data displays general boundaries and may not be appropriate for site specific uses. The City uses data believed to be accurate; however, a degree of error is inherent in all maps. This map/map data is distributed AS-IS without warranties of any kind, either expressed or implied including, but not limited to, warranties of suitability to a particular purpose or use. This map/map data is intended for use only at the published scale. Detailed on-the-ground surveys and historical analyses of sites may differ substantially from this map/map data.

City of Palm Coast, Florida Agenda Item

Agenda Date: 03/13/2018

Department Item Key	CITY CLERK	Amount Account #
Subject	RESOLUTION 2018-XX APPROVING A LAND DONATION AGREEMENT WITH ITT COMMUNITY DEVELOPMENT CORPORATION FOR 17 SEDGWICK TRAIL	
Background :	<p>ITT Community Development Corporation approached the City of Palm Coast to determine if the City was interested in accepting 17 Sedgwick Trail as a donation. This property backs up to Seven Oaks Waterway. If the City ever needs to make stormwater improvements in this area, City ownership of this land and the access it would provide would be beneficial.</p> <p>The cost associated with this donation to the City will be minimal closing expenses.</p>	
Recommended Action :	Adopt the Resolution 2018-XX approving a Land Donation Agreement with ITT Community Development Corporation for 17 Sedgwick Trail.	

RESOLUTION 2018 - ____
LAND DONATION AGREEMENT
ITT DEVELOPMENT CORPORATION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A LAND DONATION AGREEMENT WITH ITT DEVELOPMENT CORPORATION FOR 17 SEDGWICK TRAIL; 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, ITT Development Corporation, is the property owner (the owner) of 17 Sedgwick Trail, Parcel Identification 07-11-31-7058-00440-0090; and

WHEREAS, this property will enhance the City of Palm Coast's stormwater improvement efforts; and

WHEREAS, ITT Development Corporation desires to donate this tract of land to the City of Palm Coast for the good of the public; and

WHEREAS, the City desires to accept said property.

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

SECTION 1. APPROVAL OF LAND DONATION. The City Council of the City of Palm Coast hereby approves the terms and conditions of the contract for Purchase and Sale Land Donation, transferring title from ITT Development Corporation to the City of Palm Coast, as attached hereto and incorporated herein referenced as Exhibit A.

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

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

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

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

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

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

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Contract for Purchase and Sale Land Donation 17 Sedgwick Trail

Approved as to form and legality

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

CONTRACT FOR PURCHASE AND SALE
(DONATION)

THIS **CONTRACT FOR PURCHASE AND SALE** ("**Contract**") is made by and between ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation (hereinafter referred to as "**Seller**"), with an address of 1133 Westchester Avenue, White Plains, NY 10604, and the CITY OF PALM COAST, FLORIDA, a municipal corporation ("**Buyer**") with a principal address of 160 Lake Avenue, Palm Coast, FL 32164. For and in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, Buyer agrees to buy and Seller agrees to sell the following described real property subject to and upon the terms and conditions set forth below. The effective date of this Contract (the "**Effective Date**") shall be the date upon which the last of Seller and Buyer shall have signed this Contract.

ARTICLE I - PROPERTY

The real property (the "**Property**") which is the subject matter of this Contract consists of vacant land located at 17 Sedgwick Trail, Palm Coast, Florida 32164, and more fully described as follows:

Lot 9, Block 44, Seminole Woods at Palm Coast Seminole Park Section 58, according to the plat thereof as recorded in Plat Book 19, Pages 26 through 40, inclusive, of the Public Records of Flagler County, Florida.

ARTICLE II - PURCHASE PRICE

Purchase Price. The parties agree that Seller shall donate all of its rights, title, and interest in the Property to the Buyer as the site of a public facility.

ARTICLE III - CLOSING AND CLOSING DATE

The transaction contemplated by this Contract shall be closed (the "**Closing**"), the Purchase Price applied to closing costs and the deed, and the exclusive possession of the Property, free of all occupants, shall be delivered to Buyer at Closing. The closing date shall be on or before 90 days following the Effective Date.

ARTICLE IV - TERMS AND CONDITIONS

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

4.1. **Evidence of Title.** Buyer, at Buyer's expense and within thirty (30) days from the Effective Date, shall obtain a title insurance commitment (the "**Title Commitment**") to issue an ALTA Owner's Title Insurance Policy - Form B from a title insurance company acceptable to Buyer (the "**Title Insurance Company**") in the amount equal to the minimum insurable value of \$1,000, naming Buyer as the proposed insured. The Title Commitment shall show good, marketable and

insurable fee simple title to the Property to be vested in Buyer, liens, encumbrances, exceptions and qualifications which will not interfere with or impair the Property's use; exceptions permitted by the provisions of this Contract; and those exceptions which are capable of and are actually to be discharged by Seller at or before Closing (all other exceptions to title being deemed title defects for purposes of this contract). Legible and complete copies of all instruments listed as exceptions to title (commonly identified as Schedule B-II exceptions in the Title Commitment) shall be delivered with the Title Commitment. If title is found to be defective, Buyer shall, within ten (10) days from the date it receives the Title Commitment, notify Seller in writing to that effect specifying the defects. Seller shall have twenty (20) days from the receipt of Buyer's notice specifying the title defects to cure the defects and, if after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied prior to Closing, or where the removal of such defects is not otherwise assured to Buyer's satisfaction, Buyer shall have the option of (i) accepting the title "as is" or (ii) terminating the Contract after which Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Contract.

4.2. **Survey.** Buyer may, at Buyer's expense, obtain a survey of the Property (the "**Survey**") prepared by a licensed Florida land surveyor dated no earlier than thirty (30) days before Closing, or in the alternative, an update of an earlier survey re-dated to a point in time no earlier than the last thirty (30) days. If the Survey shows any encroachments onto the Property or improvements located outside its boundaries or encroachments by improvements principally located on the Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the Property, or if it is apparent that the Property violates existing title covenants and/or applicable zoning laws or ordinances, Buyer shall notify Seller in writing to that effect specifying the defects. Seller shall have until thirty (30) days from receipt of Buyer's notice specifying the Survey defects in which to cure such defects. If after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing, Buyer shall have the option of (i) accepting the condition of the Property as disclosed in the Survey in an "as is" condition, or (ii) terminating the Contract, thereupon Buyer and Seller shall each be released from all further liabilities and obligations to each other with respect to all matters arising from this Contract.

The parties acknowledge that upon the execution of this Contract the only available legal description of the Property was the legal description of the Property contained within Section I of the Contract.

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

4.4. **Closing Affidavit.** At the Closing, Seller shall furnish Buyer with an affidavit (i) testifying to the absence of any claims, encumbrances, taxes, assessments, liens or potential lienors known to Seller not disclosed in the Title Commitment and Deed, (ii) further attesting that there have been no improvements to the Property by or through Seller for the ninety (90) day period immediately preceding the date of Closing, the cost of which remains unpaid, (iii) agreeing to take no action prior to recording the Deed which would adversely affect the title to the Property, (iv) testifying that

possession of the Property is subject only to those matters accepted by Buyer pursuant to the terms hereof, if any, and that Seller is otherwise in exclusive, peaceable and undisputed possession of the Property, and (v) testifying that there are no actions or proceedings now pending in any state or federal court to which Seller is a party including, but not limited to, proceedings in bankruptcy, receivership or insolvency, which would affect the Property, the title to the Property or Seller's ability to close on the sale of the Property to Buyer except as disclosed in the Title Commitment. Seller shall also furnish such other evidence, affidavits or information required by the Title Insurance Company so that the Title Insurance Company will be able to eliminate all standard exceptions from the Title Commitment at Closing, except for taxes for the year of Closing which are not yet due or payable.

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

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

4.7. **Expenses.** State documentary tax for the Deed and the cost of recording all corrective documents needed to complete the transaction shall be borne by Seller. Buyer shall pay for the title insurance premium, recording the Deed and all fees and expenses arising from or associated with the simultaneous issuance of a lender's title insurance commitment and policy, if any, and any and all endorsements to such policy required by its lender.

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

4.9. **Proration of Taxes; Real and Personal.** Taxes shall be prorated based upon the current year's tax based on the highest discount available at Closing. If the Closing occurs on a date when the current year's taxes are not fixed and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated based on the prior year's tax; provided, however, if there are completed improvements on the Property by January 1st of the year of Closing, which improvements were not in existence on January 1st of the prior year, then the taxes shall be prorated to the date of Closing based upon the prior year's millage and an equitable assessment to be agreed upon between the parties, failing which request will be made to the county tax assessor for an informal assessment. If the Property is assessed as part of a larger tract of land and a "cut out" is not available from the tax assessor at the time of Closing, the taxes for the Property shall be estimated and prorated based upon the ratio of the size of the Property in relation to the overall tract of which the Property forms a part, taking into consideration matters of zoning as described in the tax assessor's records. Any tax proration based on an estimate may, at the request of either party, be subsequently readjusted upon receipt of the actual tax bill. This provision for reproration shall survive the Closing. Title Agent shall ensure compliance with Fla. Stat. 196.295 at settlement, and Buyer shall be responsible for any real and personal property taxes billed with respect to the Property after Closing.

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

4.11. **Default.** If Buyer fails to perform any of Buyer's covenants set forth in this Contract, the Deposit, if any, shall be paid to and retained by and for the account of Seller as agreed upon liquidated damages and in full settlement of any claims whatsoever. If Seller fails to perform any of Seller's covenants set forth in this Contract or fails to convey the Property when Seller is obligated to do so in accordance with the terms hereof, Buyer shall have, as its sole and exclusive remedies, the election of either (i) demanding and receiving a refund of the Deposit, if any, immediately or (ii) the right of specific performance against Seller.

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

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

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

To Seller: ITT Community Development Corporation
 Attn: Derek McKinney, Asst. General Counsel
 1133 Westchester Avenue
 White Plains, NY 10604

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

4.15. **FIRPTA - Right to Withhold.** If Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code, Buyer is required to withhold up to 15% of the amount

realized by the Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the Seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is claimed on the sale of residential property for \$300,000 or less. Seller agrees that Buyer may deduct and withhold from the Purchase Price provided in Article II hereof, a tax in the amount of up to fifteen percent (15%) of the amount realized (as that term is used in Section 1445(a) of the Internal Revenue Code) by Seller pursuant to this Contract, except upon the occurrence of either (A) or (B) below:

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

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

Buyer agrees that any amount deducted and withheld pursuant to this Section shall be remitted to the Internal Revenue Service in accordance with Section 1445 of the Code and the Regulations thereunder.

4.16. **Environmental Status.** Seller warrants and represents to Buyer that, to Seller's knowledge without investigation, (i) the Property is free of all hazardous waste or substances except as may be permitted by applicable law; (ii) that the Property has been operated and maintained in compliance with all applicable environmental laws, statutes, ordinances, rules and regulations; (iii) no other release of any hazardous waste or substances has taken place on the Property, (iv) no migration of hazardous waste or substances has taken place from the Property which would cause the release of any hazardous waste or substance on any adjoining lands or any other lands in the vicinity of the Property; and (v) there are no bulk or underground tanks on or in the Property, and, no bulk or underground storage tanks have ever been located on or in the Property.

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

Seller has no notice or knowledge of the on-site existence of any "Endangered and Threatened Species", flora and fauna as identified by the U.S. Fish and Wildlife Service's "List of Endangered and Threatened Wildlife and Plants" as may be amended from time to time. Seller further warrants no

knowledge of the on-site existence of any upland conservation areas which are preserved, or may be preserved, for the purposes of providing of wildlife habitat.

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

4.17. **Right of Inspection.** During the term of this Contract, Buyer, its agents, employees and representatives, may have access to the Property and the records of the Property (including those on file with any governmental agency) at all reasonable times subsequent to the Effective Date of this Contract with the right, at Buyer's expense, to inspect the Property and to conduct all tests and borings thereon as Buyer, its licensed engineers, surveyors and the like shall deem reasonably necessary or desirable to fulfill the tests and investigations contemplated by the Contract. Any entry on or to the Property by Buyer or its authorized representatives pursuant to the provisions hereof shall be at the risk of Buyer, and Buyer hereby indemnifies, protects, and holds Seller harmless and agrees to defend Seller from and against any and all claims, demands, losses, damages, and liabilities (including but not limited to personal injury and property damage claims and mechanics' or other liens), together with related costs and expenses, including reasonable attorney fees and litigation costs, caused by Buyer or Buyers' agents on or to the Property. In addition, Buyer shall keep the Property free from any liens which could arise as a result of the exercise by Buyer of any of its rights hereunder. Each party shall keep confidential the results of all financial statements, reports or other information provided to or generated by the other party and will not disclose any such information to any person other than: (i) those employed by Buyer or Seller, respectively; (ii) those who are actively and directly participating in the evaluation of the Property and the negotiation in the evaluation of the Property and the negotiation and execution of this Contract or financing of the purchase of the Property; (iii) governmental, administrative, regulatory or judicial authorities with respect to the investigation of the compliance of the Property with applicable legal requirements; and (iv) as required by law or court order; provided, however, that the party required to disclose by law or court order shall immediately give the other party notice in order to enable the other party to seek a protective order from such disclosure. The provisions of this Section 4.17 shall survive the Closing or earlier termination of this Contract. The Seller acknowledges that the City will strictly abide by the Public Records Act.

4.18. **WAIVER OF TRIAL BY JURY.** SELLER AND BUYER HEREBY MUTUALLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY AGREEMENT CONTEMPLATED TO BE DELIVERED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF SELLER AND BUYER ENTERING INTO THIS CONTRACT.

ARTICLE V - SPECIAL CONDITIONS

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

Seller and Buyer hereby agree as follows:

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

- A. The complete execution of this Contract by Seller and Buyer and the approval of this Contract by Buyer's City Council at a public meeting, pursuant to §166.045, Fla. Stat.
- B. No action, suit, proceeding, or official investigation shall have been threatened, announced, or commenced by any person or federal, state or local government authority or agency that seeks to enjoin, assess civil or criminal penalties against, or obtain any judgment, order, or consent decree, with respect to either party hereto, in connection with their respective representations and obligations under this Contract.

5.2. **Inspection Period.** The Inspection Period begins upon receipt of Seller's Materials described in section 5.3. Buyer shall have until the date of Closing (herein the "**Inspection Period**") in which to conduct an investigation of the Property, including, by way of illustration and not in limitation and subject to Section 4.17: inspections as to the physical condition of the Property, investigate the availability of utilities, status of zoning or ability to rezone, zoning codes, building codes, physical condition and any other condition or characteristic of the Property which Buyer may deem necessary or relevant to Buyer in purchasing the Property. Should Buyer for any reason become dissatisfied or concerned with the result of any such investigation, search, inquiry or report as contemplated hereby, then Buyer may, prior to the expiration of the Inspection Period, terminate this Contract by written notice thereof to Seller. Notwithstanding anything to the contrary contained herein, if Buyer has not terminated this Contract by written notice delivered to Seller prior to Closing, then the Deposit (if any) shall be applicable to the Purchase Price but non-refundable, other than pursuant to Section 5.1 hereof, except in the event of a default by Seller hereunder.

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

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

5.5. **Brokerage.** Both parties agree that Buyer and Seller hereby represent to each other that neither party has dealt with or engaged a broker with respect to the transaction contemplated herein.

Each party hereby agrees to indemnify the other from and against any claim for brokerage commission or finder's fee asserted by any other person, firm or corporation claiming by, through or under said party.

5.6. **Seller Warranties.** Buyer acknowledges that, except as expressly stated above, Seller has made no representations or warranties, written or oral, express or implied, with respect to the Property. During the period that this Contract is in effect, Seller shall maintain the Property in its current condition, reasonable wear and tear excepted.

5.7. **Assignment.** Buyer shall have the right to assign its rights and privileges under this Contract to any entity which controls, is controlled by or under common control with Buyer; provided, however, that such assignment shall not relieve Buyer of any obligations hereunder.

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

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

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

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

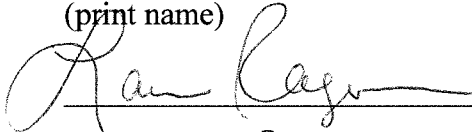
*Signed, sealed and delivered
in the presence of:*

SELLER:
ITT COMMUNITY DEVELOPMENT
CORPORATION, a Delaware corporation




Alisa A. Wisse

(print name)



Laura Regone

(print name)

By: 

C. Derek McKinney,
Vice President and Assistant Secretary

Date: February 8, 2018

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

(print name)

(print name)

BUYER:

CITY OF PALM COAST, FLORIDA

By: _____
Jim Landon, City Manager




ATTEST:

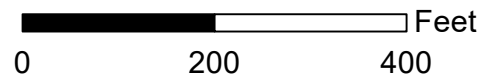
By: _____
Virginia A. Smith, City Clerk

Date: _____



Location Map

-  17 Sedgwick Tr
-  Parcels owned by the City of Palm Coast
-  Parcels in Flagler County As Of 3-5-2018



2017 FDOT Imagery

Map Provided by the GIS Division

Date: 3/8/2018

The City of Palm Coast prepares and uses this map/map data for its own purposes. This map/map data displays general boundaries and may not be appropriate for site specific uses. The City uses data believed to be accurate; however, a degree of error is inherent in all maps. This map/map data is distributed AS-IS without warranties of any kind, either expressed or implied including, but not limited to, warranties of suitability to a particular purpose or use. This map/map data is intended for use only at the published scale. Detailed on-the-ground surveys and historical analyses of sites may differ substantially from this map/map data.

City of Palm Coast, Florida Agenda Item

Agenda Date: 2/13/2018

<p>Department UTILITY Item Key</p>	<p>Amount \$158,500.00 Account # 54029088 063000 81019</p>										
<p>Subject RESOLUTION 2018-XX APPROVING A WORK ORDER WITH CONNECT CONSULTING, INC. FOR THE REBUILD AND TESTING OF SW-30</p>											
<p>Background : SW-30 is an existing water supply well which feeds Water Treatment Plant Number # 1 (WTP 1). The existing well was originally constructed in 1979 and is due for a rebuild. The rebuild of the well is needed due to the decrease in specific capacity, the pumping rate in gallons per minute divided by the drawdown feet (GPM/FT). The specific capacity of SW-30 has decreased from 5 GPM/FT to the current rate of less than 1 GPM/FT.</p> <p>Staff proposes to enlist the services of Connect Consulting, Inc. under their existing continuing services contract with the City. This project will include the professional hydrogeological services necessary to provide project management, obtain necessary permits, develop well design and technical specifications, provide service during construction and testing, collect and tabulate the test data and prepare final report. All work will be in accordance with the St Johns River Water Management District permit. This work is required to provide the necessary source water to the treatment facility to meet the demand. The cost of this project is \$158,500.00. Funds for well evaluation and rehabilitation work are budgeted in the Utility Capital Improvement Fund.</p>											
<p>SOURCE OF FUNDS WORKSHEET FY 2018</p> <p>Utility Capital Projects Fund Capital Improvement Plan 54029088-063000-81019 -</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;"></td> <td style="text-align: right;">\$2,880,000.00</td> </tr> <tr> <td>Total Expenses/Encumbered to date</td> <td style="text-align: right;">\$759,770.60</td> </tr> <tr> <td>Pending Work Orders/Contracts</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Current Work Order</td> <td style="text-align: right;">\$158,500.00</td> </tr> <tr> <td>Balance</td> <td style="text-align: right;">\$1,961,729.40</td> </tr> </table>			\$2,880,000.00	Total Expenses/Encumbered to date	\$759,770.60	Pending Work Orders/Contracts	\$	Current Work Order	\$158,500.00	Balance	\$1,961,729.40
	\$2,880,000.00										
Total Expenses/Encumbered to date	\$759,770.60										
Pending Work Orders/Contracts	\$										
Current Work Order	\$158,500.00										
Balance	\$1,961,729.40										
<p>Recommended Action : Adopt Resolution 2018-XX approving a work order with Connect Consulting, Inc. for the rebuild and testing of SW-30.</p>											

RESOLUTION 2018-____
REBUILD AND TESTING OF SW-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A WORK ORDER ISSUED TO CONNECT CONSULTING, INC., IN THE AMOUNT OF \$158,500.00, FOR HYDROGEOLOGICAL SERVICES FOR THE REBUILD AND TESTING OF WELL SW-30; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE WORK ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Connect Consulting, Inc., is engaged in a continuing services contract to provide hydrogeological services to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to issue a work order under said contract to Connect Consulting, Inc., for the above referenced hydrogeological services relating to the Rebuild and Testing of Well SW-30.

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

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

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

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

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

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

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

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

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Work Order with Connect Consulting, 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:	Date:
Address:	Bid #:
City, State & Zip:	Project:
	Council Approval Date:

TOTAL COST: _____

ATTACHMENTS TO THIS WORK ORDER:

- () Description of Services
- () Drawings/Plans/Specifications
- () Special Conditions
- () Rate Schedule

METHOD OF COMPENSATION:

- () Fixed Fee Basis
- () Not To Exceed
- () Unit Price

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

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

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

SUPPLIER APPROVAL

By: _____
 Printed Name _____

Date: _____
 Title _____

CITY OF PALM COAST APPROVAL

By: _____
 ASSED DIRECTOR OR DESIGNEE

Date: _____

Project Mgr. Initials: _____

February 6, 2018

Donald Holcomb
WTP No. 1 Lead Operator
City of Palm Coast
2 Utility Drive
Palm Coast, FL 32164

RE: Proposal – SW-30 Rebuild
CCI Project No: 100.47

Figures

1. Well Location Map
2. Site Photographs
3. Original Well Completion Report
4. Conceptual Subsurface Well Construction Details

Tables

1. Well Construction Details

Dear Mr. Holcomb:

Connect Consulting, Inc. (CCI) is pleased to submit this proposal to rebuild Public Water Supply (PWS) well SW-30, a screened and gravel-packed well originally constructed in 1979. Towards that end, we have developed a scope of work to complete the project as requested by the City. SW-30 is located off Pine Lakes Parkway, Palm Coast, FL 32137 as shown on **Figure 1**. Site photographs are shown in **Figure 2**.

Discussion

SW-30 was originally constructed in April 1979 by Freeman Well Drillers, Inc. (FWD). SW-30 was one of 14 shallow production wells constructed in 1979 as part of the first set of water supply wells for ITT Community Development Corporation (ICDC). The construction of SW-30 was based on the results from a test well program conducted in 1977. This test well program was the initial exploratory effort by ICDC to develop a sustainable water supply for the Palm Coast development.

SW-30 was constructed as a 16x10-inch screened and gravel-packed Confined Surficial aquifer (CSA) well. As shown in the original well completion report (**Figure 3**), SW-30 was constructed by setting and cementing 16-inch diameter steel casing to ~65 feet, followed by installing a 10-inch diameter steel casing and stainless steel well screen from 67 to 77 feet. After the initial construction was completed, the well was test pumped at 195 gallons per minute (GPM) and had a specific capacity of 5 GPM/ft. of drawdown. The original well construction details for SW-30 are listed below in **Table 1**.

Table 1 – Well Construction Details

Well Number	District ID	Outer Casing Diameter (in.)	Inner Casing Diameter (in.)	Outer Casing Depth (ft.)	Screen Depth (ft.)	Total Depth (ft.)	Source	Capacity (GPM)
SW-30	6659	16	10	65	67-77	82	CSA	60

Notes: in. – inches ft. – feet CSA – Confined Surficial aquifer
GPM – Gallons per minute

In the late 1990’s SW-30 began producing sediment and a 6-inch diameter PVC well screen and gravel pack was installed inside the 10-inch stainless steel screen to remedy the issue. The installation of the 6-inch PVC screen fixed the sediment production problem. However, the specific capacity has decreased to less than 1 GPM/ft. of drawdown and the production rate has decreased to less than 20 GPM since that time. In late 2017, the City requested that CCI provide a proposal to rebuild the well to improve the production rate of SW-30 leading to the submittal of this proposal.

Scope of Work

The following scope of work has been developed to implement the SW-30 rebuild:

A. Hydrogeologic Services:

1. Provide project management
2. Develop conceptual well design and technical specifications
3. Provide services during construction and testing
4. Collection and tabulation of testing data
5. Prepare a final report summarizing the construction and testing

B. Well Field Services:

1. Apply for and secure a Well Repair Permit for SW-30 from the St. Johns River Water Management District (SJRWMD).
2. Remove the existing vertical turbine pump and store column pipe onsite off of the ground and covered to protect from weather. Inspect the pump in the field, then transport the bowl assembly, shafts, and

stuffing box to a pre-approved pump shop for internal inspection and repairs/parts replacement as needed. Store the pump and motor until the end of the project and a decision is made whether to purchase a new pump or re-install the existing refurbished pump in the reconstructed well.

3. Demolish and remove the existing concrete well pad and pump pedestal. Remove and dispose of the concrete off site, as appropriate.
4. Remove the inner 6-inch PVC casing, screen assembly, and gravel from the well and scrap the materials.
5. Remove the 10-inch inner, steel casing (~65 feet), 1-inch mild steel acid feed line (~65 feet) and the 10-inch stainless steel (50 slot) screen. In the past, this has been done by either attaching by welding a casing vibrator to the 10-inch steel casing and using a crane to pull the casing and screen assembly out of the well or by using casing jacks.
6. Measure the depth to sand, shell, and clay fill in the borehole. If the tag is within 2-feet of bottom (below) of the outer 16-inch steel casing then proceed to the next task. However, if the borehole has remained open and/or if the tag is greater than 2-feet below the bottom of the 16-inch surface casing, back-fill the borehole with clean, medium grain quartz sand to a point ~2-feet below the bottom of the 16-inch casing.
7. Install an air-tight welded header assembly on the top of the 16-inch outer steel casing equipped with a fitting centered on the top of the header that will allow the placement of 2-inch steel grout tremie line inside the outer casing to a point approximately 1-foot above the bottom of the 16-inch casing. Equip the header with a pressure gage.
8. Pump neat Portland Type I/II cement through the grout tremie line, under pressure, to re-seal the cement grout seal originally placed to cement in the 16-inch surface casing in place. Remove the grout tremie line and allow the cement to cure overnight. This step may have to be repeated up to 3-times to ensure that the cement seal around the 16-inch surface casing has been re-established.
9. After the cement seal has been reestablished and the cement has cured for at least 12-hours, drill out the cement plug using a nominal 16-inch bit. Once the cement plug has been drilled out, remove the drill string and 16-inch bit from the well.
10. Install a 6-8-inch bit and drill a pilot hole to ~120 feet or the top of the dark green clay (base of the Hawthorn formation) by mud rotary drilling method.
11. Condition the bore hole by circulating the drilling fluid until drill cuttings have been separated from the drilling fluid and then remove the drill string and 6-8-inch bit.
12. Conduct electric and gamma ray geophysical logs on the mudded borehole.
13. Drill out the 6-8-inch pilot hole to a nominal 16-inch diameter by mud rotary to ~100 feet or the depth selected by the Hydrogeologist based on the result of pilot hole drilling and geophysical logging data. The

- final screen interval will be selected from the geophysical logs and may extend from 65 feet to 95 feet.
14. Thin the drilling mud but maintain the borehole in preparation for the installation of the 10-inch inner casing and screen assembly. Note, the stainless steel casing and screen assembly should be prepared with casing centralizers placed at the top, middle, and bottom of the casing string prior to removing the drill string and bit.
 15. Furnish and install new 10-inch 316 stainless steel casing (minimum 0.250-inch wall) and 1-inch 316 stainless steel access tube line. Weld a stainless steel, threaded elbow to the stainless steel inner casing at a point ~6-inches above the weld connecting the new stainless steel screen to the new 10-inch stainless steel inner casing. Install the 1-inch stainless steel access line by adding 20-foot lengths of threaded/coupled pipe in the annulus as the 10-inch casing and screen assembly is being installed in the mudded borehole. Add a ~5-foot stainless blank/bullet section to the bottom of the screen from 95-100 feet (assuming the screened interval is 65-95 feet).
 16. Once the screen assembly is properly placed, immediately thin the mud with fresh water and install appropriately sized and graded, quartzite well rounded gravel pack by the washed tremie line method. The tremie line will consist of 1-1/2-inch thin walled PVC placed to the bottom of the screened section in the annulus. Gravel will be slowly and carefully fed down the tremie line while constantly flushing the tremie line with fresh potable water. Add chlorine solution periodically while the gravel is being installed. Adjust the tremie by lifting it up in 5-foot increments as the gravel is placed until the annulus is completely filled from the bottom of the screened section to a point ~40 below land surface. If the gravel bridges, it may be necessary to take measures to jet fresh water to break the bridge. If this fails, the well may have to be de-graveled, the screen and inner casing assembly removed, and the hole re-drilled and conditioned.
 17. Immediately after the inner casing and well screen string is installed to total depth, remove as much of the drilling mud as possible by tremie line air lifting as the first step of well development.
 18. Mix and place by tremie line to the top of the screen section (~65 feet) a ~600-gallon batch of mud thinning agent to facilitate the removal of the drilling fluid as the next step in well development. Allow the mixture of mud thinning agent to remain in the well overnight (or at least 12-hours). This step may be repeated up to three (3) times to maximize the removal of the drilling mud.
 19. Airlift and develop the well for up to 8-hours. Manage the discharge water on site to prevent erosion and flooding.
 20. Subsequent to air lift development, the well shall be developed by simultaneous high-pressure (~600 PSI) horizontal jetting and educator air lift using fresh water for up to 80 hours. It is important to keep the jetting tool in constant motion both rotating and moving the tool up and

- down in the screened section so as to not “jet” a hole in the gravel pack. Manage all discharge water to prevent erosion and flooding.
21. Monitor the gravel pack frequently during the well development and add gravel as the filter pack settles, never allowing it to drop more than ten (10) feet without adding more gravel to the annulus.
 22. Once jetting/air lift development is complete, install a development/test pump capable of pumping up to 350 GPM or as determined by the Hydrogeologist. Complete well development by over pumping (raw hide) and surging the well with the test pump for up to 60-hours. Equip the development/test pump with an accurate flow meter, up to 200-feet of leak-free hose and/or piping and diffuser to minimize the potential for erosion during pumping.
 23. Well development will be deemed complete when the discharge can be maintained sand free (<5 mg/L sand rate) and clear with a Turbidity reading of <2.0 Nephelometric Turbidity Units (NTUs).
 24. Conduct a step-drawdown pumping test on the well at three (3) increasing rates, estimated at 100-150-200 GPM (or as directed by Hydrogeologist). Flow must be accurately measured by in-line flow meter. Water levels must accurately be measured by electric tape.
 25. Calculate specific capacity based on the step-drawdown pumping test data and assist the hydrogeologist with selecting a final design flow rate for the well.
 26. Conduct a constant rate pumping test at the recommended design flow rate for 8 hours measuring water levels using an electronic water recorder such as the In-Situ Level TROLL or equal. Measure water levels manually by electric tape periodically during the constant rate test to verify Level TROLL recordings. Provide flexible hose to convey the discharge water away from the well, prevent erosion, and avoid flooding. Assist the City with the collection of water samples for laboratory analysis for Primary & Secondary Drinking Water Standards (Florida Administrative Code Chapters 62-550 and 62-555). Water samples will be collected by the City and analyzed by the City’s contract lab.
 27. Remove the test pump and discharge hoses and provide a temporary cap to secure the well.
 28. Extend the inner casing and re-build the concrete well head pedestal and pad as needed to ensure the well head meets current Florida Department of Environmental Protection (FDEP) and SJRWMD standards. Install a welded stainless steel ring plate to close the annulus between the surface and inner casings. Install a 2-inch stainless steel filter gravel access port. Fabricate the 1-inch stainless steel acid feed line to allow for its use as an access point to measure water levels in the well. The tube must allow the easy passage of a water level probe which is 5/8-inch in outside diameter and 7-inch in length.

29. Determine if the existing pump is still appropriate for the re-built well based on the hydraulic characteristics:
 - a. If yes, return the pump to the site and re-install the refurbished pump in the re-built well, grout around the discharge head base. Flow test and adjust the pump.
 - b. If no, provide a quote for a new pump based on the hydraulic characteristics of the well with approval by the Hydrogeologist. Furnish and install the new pump, flow test, and adjust new pump.
30. Reconnect the wellhead piping and modify/install additional piping where needed. Furnish and install a new 4-inch lever and spring check valve to replace the existing pressure regulating valve. Furnish and install a new 4-inch gate (isolation) valve. Furnish a Variable Frequency Drive to be installed by City personnel. The City will provide a new flow meter for installation in the pipeline.
31. Disinfect the well and turn it over to the City for bacteriologic clearance sampling.
32. Clean up and restore the site
33. Demobilize all equipment from the site.

Figure 4 illustrates the conceptual subsurface design for the new well.

Cost and Schedule

We propose to team with FWD and will complete the scope of work described above on a lump sum/fixed fee basis as follows:

SW-30 Rebuild:	\$158,500.00
Time of completion from receipt of authorization:	150 Days

We appreciate the opportunity to assist the City with this project. Please review this proposal and contact us with any questions.

Sincerely:

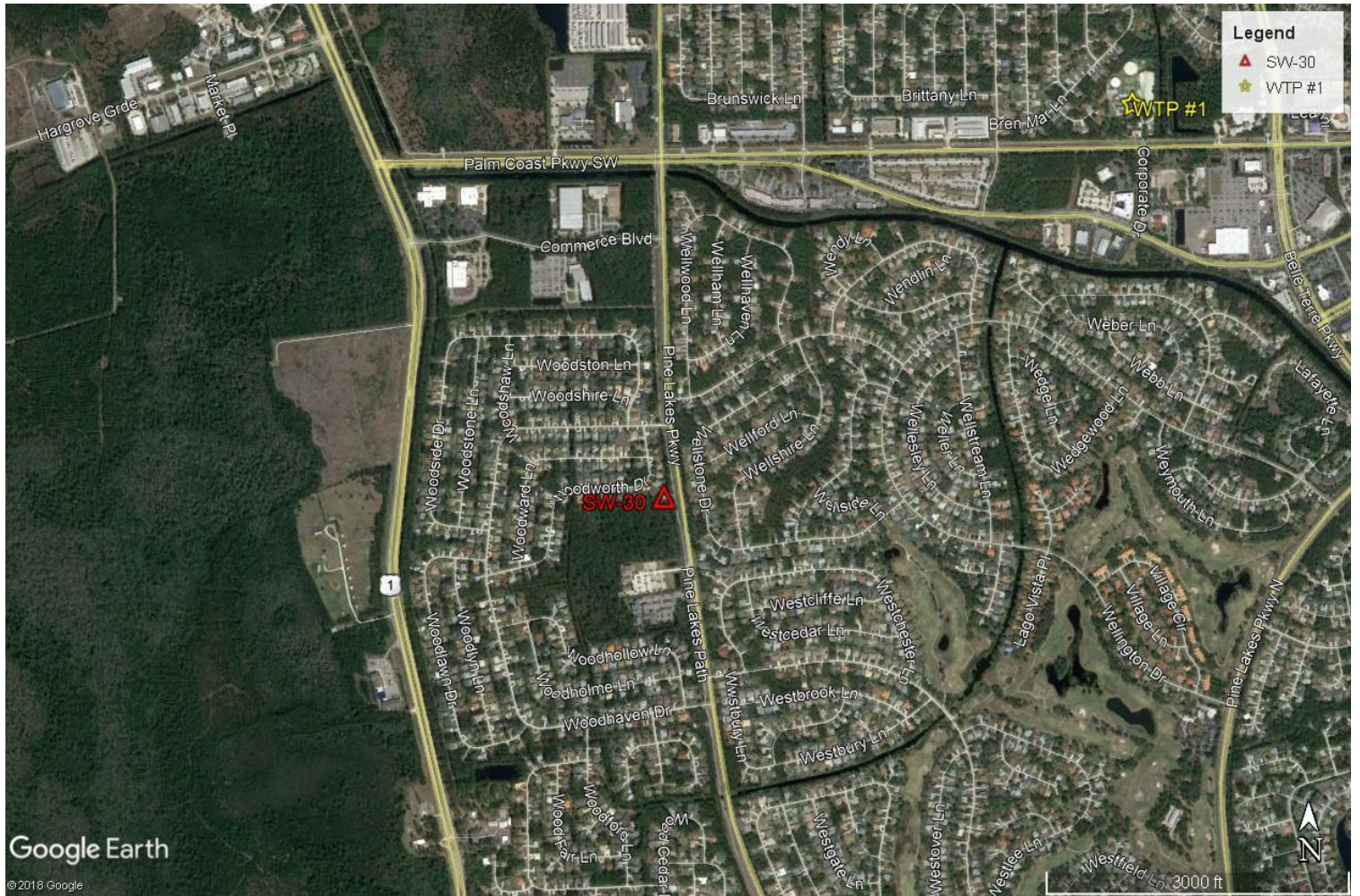
Connect Consulting, Inc.

Gary E. Eichler
 Gary E. Eichler, P.G.
 Principal Hydrogeologist

David S. Robertson
 David S. Robertson
 Principal Hydrogeologist

Cc: Richard Adams
 Jim Hogan
 Thomas Freeman
 Jim Andersen

FIGURES




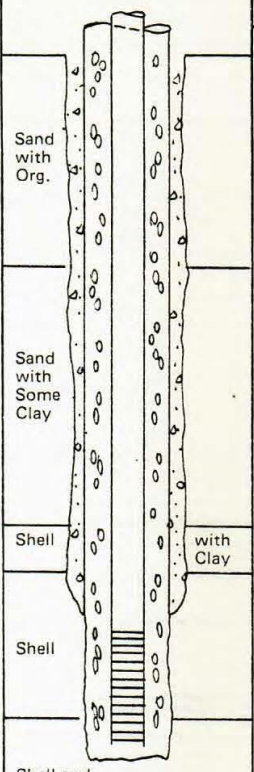
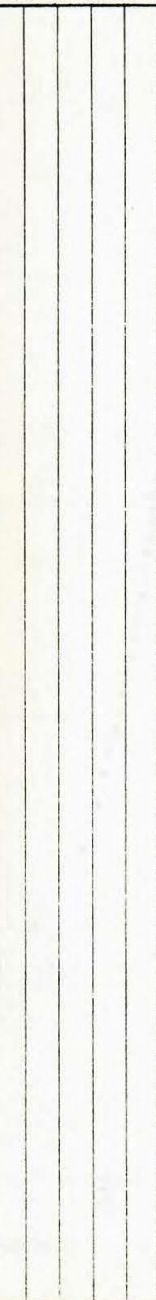
City of Palm Coast
 SW-30 Rebuild
 Palm Coast, Flagler County, Florida

Well Location Map
 Figure 1



ITT COMMUNITY DEVELOPMENT CORPORATION
FLAGLER COUNTY, FLORIDA

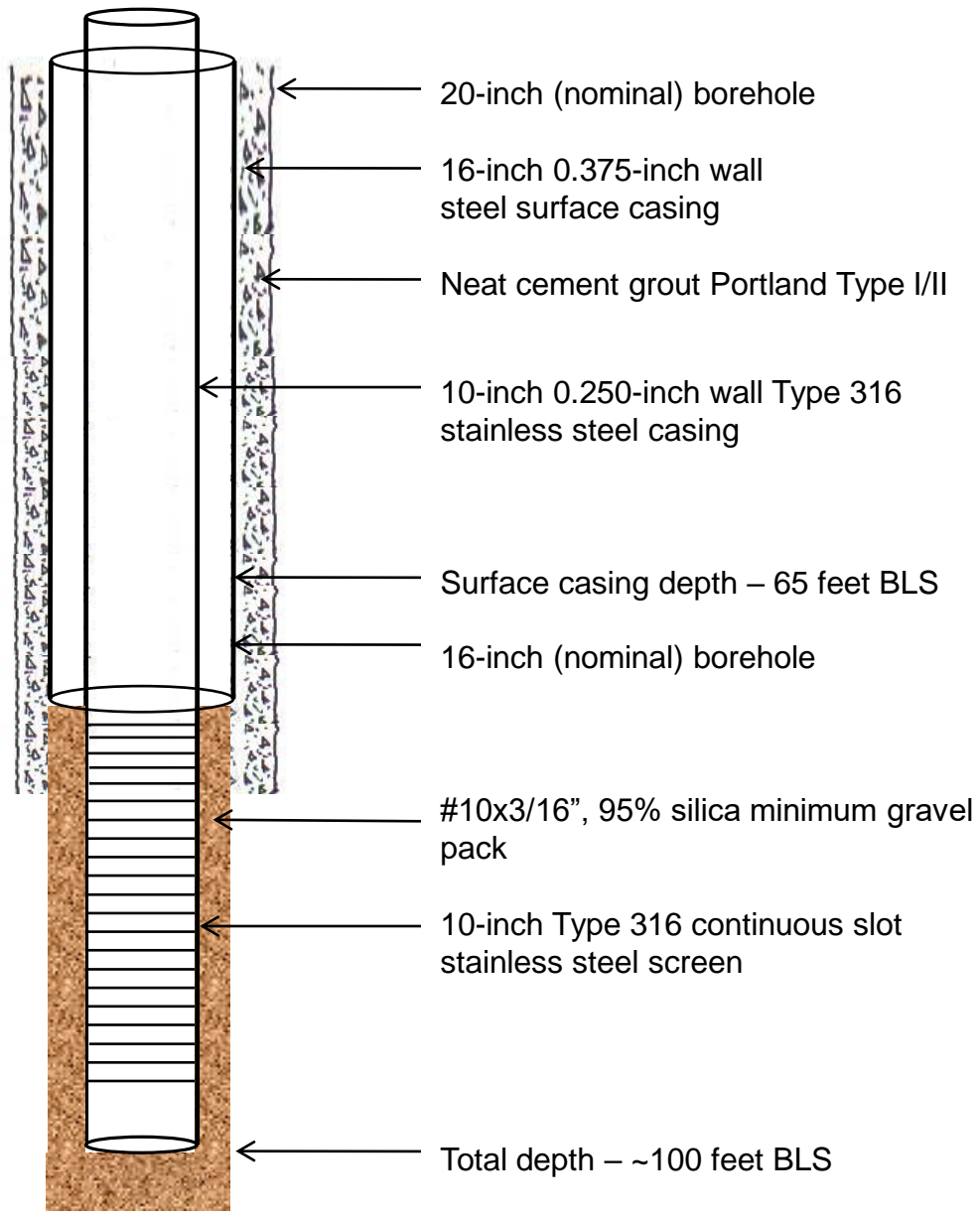
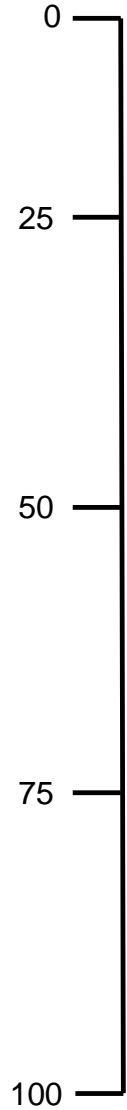
WELL COMPLETION REPORT

DEPTH	RESISTIVITY LOG	WELL CONSTRUCTION AND LITHOLOGY	GAMMA RAY LOG	TEST DATA	
0	$\frac{20}{\text{OHMS}}$ 		counts/sec. 10 20 30 40 	Well _____ SW-30 Date completed <u>15 April 1979</u> Location <u>Central Zone</u> Elevation (msl) <u>30</u> ft Casing diameter <u>10 x 16</u> in. Casing depth <u>65</u> ft Screen diameter <u>10</u> in. Screen slot size <u>40</u> Screen interval <u>67-77</u> ft Total depth <u>82</u> ft Test intervals <u>None</u> _____ ft Well construction <u>Rotary</u> Driller <u>Fresman Drillers</u>	
20					FINAL PUMP TEST Date completed <u>4 May 1979</u> Duration <u>24</u> hr Pumping rate <u>195</u> gpm Static water level <u>8.66</u> ft Maximum drawdown <u>36.35</u> ft Specific capacity <u>5</u> gpm/ft Measuring point <u>2.3</u> ft (Above land surface)
40					WATER QUALITY INDICATORS (mg/l) Chloride Cl <u>26</u> Total iron Fe <u>0.10</u> Total hardness <u>250</u> Sulfate SO ₄ <u><1</u> Total dissolved solids <u>334</u> Conductivity <u>629</u> μmhos
60					SITE EVALUATION Casing depth <u>65</u> ft Screen setting <u>67-77</u> ft Open hole <u>--</u> ft
80					
100					
120	No Geophysical Logs				
140					

Project No. GN18401.80



Depth (Ft.)



Not To Scale

Notes:

- 1. Pit casing not shown.
- 2. Actual depths to be determined in the field based on subsurface conditions and pilot hole data.



City of Palm Coast
SW-30 Rebuild
Palm Coast, Flagler County, Florida

Conceptual Subsurface Well Construction Details

Figure 4



City of Palm Coast, Florida

Agenda Item

Agenda Date: 3/13/2018

Department	UTILITY	Amount	\$ 110,000 (Annually)
Item Key	2683	Account	# 54019087 034000
Subject	RESOLUTION 2018-XX APPROVING MASTER SERVICE AGREEMENTS WITH LCD OF FLAGLER AND WASTE PRO FOR WTP#2 LIME SLUDGE HAULING AND DISPOSAL		
Background:	<p>The City of Palm Coast Utility Department owns and operates a 7.5384 million gallon per day water treatment facility (Water Treatment Plant #2) located at 50 Citation Blvd, Palm Coast FL 32164. Water Treatment Plant #2 creates approximately 15 cubic yards of lime sludge daily from the Zero Liquid Discharge process that needs to be hauled and disposed offsite.</p> <p>In accordance with the City's Purchasing Policy, the City solicited (ITB-17-51) and resolicited (ITB-17-65) bids for the handling, removing, and disposal of lime sludge from WTP #2. Bids received were substantially higher (lowest bid was \$23.50 per cubic yard) than the historic costs of these services. City staff determined that the least costly method to haul and dispose of lime sludge would be to separate the hauling and disposal into two separate contracts.</p> <p><u>Lime Sludge Hauling</u></p> <p>City staff solicited quotes from haulers that currently have a franchise agreement for commercial hauling. Due to increased construction activity, commercial haulers have limited roll-off dumpsters and/or are not experienced in dealing with lime sludge. Waste Pro provided a quote of \$175.00 per pick up and transport for each 15 cubic yard container (or \$11.67 per cubic yard).</p> <p><u>Lime Sludge Disposal</u></p> <p>While Land Clearing and Demolition of Flagler (LCD) provided the low bid through ITB-UT-17-65 for both hauling and disposal, this bid was rejected due to the substantially higher costs. City staff reached out LCD for a quote just for disposal and received a favorable quote of \$9.50 per cubic yard. By separating the services, the combined cost of \$21.17 is lower than the lowest bid previously received \$23.50.</p> <p>City staff recommends that City Council approve master service agreements with LCD of Flagler and Waste Pro. Since these are master service agreements on a per unit basis, City staff will make purchases on an as-needed basis using budgeted funds appropriated by City Council. City staff estimate that the City will spend approximately \$110,000.00 annually under this contract within the City Council approved budgets. Funds for these services are budgeted for in the Utility Operations and Maintenance budget in the contractual services fund.</p>		
Recommended Action :	Approve Resolution 2018-XX approving master service agreements with LCD of Flagler and Waste Pro for WTP#2 Lime Sludge Hauling and Disposal.		

RESOLUTION 2018 - _____
MASTER SERVICE AGREEMENTS
LCD OF FLAGLER AND WASTE PRO
FOR WTP#2 LIME SLUDGE HAULING AND DISPOSAL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, APPROVING MASTER SERVICE AGREEMENTS WITH LCD OF FLAGLER AND WASTE PRO FOR WTP#2 LIME SLUDGE HAULING AND DISPOSAL; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE AGREEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Land Clearing and Disposal of Flagler has expressed a desire to provide the disposal services for the spent lime sludge from Water Treatment Plant #2; and

WHEREAS, Waste Pro has expressed a desire to provide hauling services for the spent lime sludge from Water Treatment Plant #2; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with Land Clearing and Disposal of Flagler and Waste Pro for the above mentioned services.

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

SECTION 1. APPROVAL OF MASTER SERVICES AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the master services agreement with Land Clearing and Disposal of Flagler and Waste Pro, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 20th day of March 2018

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK

Attachments: Exhibit "A" – LCD of Flagler and Waste Pro Master Service Agreements

Approved as to form and legality

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



WASTE PRO OF FLORIDA, INC.



P.O. Box 4530 • Saint Augustine, FL 32085 • Phone 800-780-0548 • Fax 904-824-6363

March 7, 2018

City palm Coast
Lime sludge
Palm Coast fl 32137

Dear Fred Greiner

I would like to take this opportunity to introduce you to our Company. We are Waste Pro of Florida, Inc. We have been in the waste removal industry in Florida for over 30 years, but have just recently committed to servicing the North Florida area. We have divisions in the Jacksonville, St. Augustine and Palm Coast marketplace and offer a wide range of service options that include, 4 yard to 100 yard containers and trailers. We also provide C&D Grapple service that is real convenient for residential track homebuilders. Our company also provides all types of solid waste and recycling programs customized to your needs.

The importance of finding good customers is just as important as finding quality vendors. Vendors with a solid background in their field, who will help you solve problems, address important business needs, and achieve your goals with lower costs and without the sacrifice of quality service. In today's economic environment, reducing costs is an enormous benefit for any operation.

I am writing you today because I would like to ask that you consider Waste Pro of Florida, Inc. for your recycling, construction debris and waste removal company. We are a vendor with knowledge of our business that will assist in giving you consistent, reliable, and comprehensive debris and waste removal services.

In closing, I would like to thank you for your time. If you should have any questions, or should you need further information please do not hesitate to contact me on my cell (386)937-4432 Again, thank you for your time. We hope to be working with you in the near future on your debris and waste removal needs. A service proposal has been included for your review.

Sincerely,

Nancy Finley



Solid Waste & Recycling Removal

We recommend our frontload and roll off service to handle your waste and construction debris removal needs. We service Duval, Clay, St. John's, Putnam, Flagler and Volusia counties. Pricing, disposal rates and franchise fees may vary by county.

Our frontload and roll off service provides you with:

- Twenty-four hour response time to all service requests.
- A variety of container sizes and styles to meet your needs
- Professional drivers who operate safely on your premises
- Privately owned and operated

Recommended Service Pricing Summary

<u>Service Type</u>	<u>Quantity</u>	<u>Size</u>	<u>Frequency</u>	<u>monthly</u>	<u>Charge</u>
<u>Roll-off</u>	<u>lime sludge hauling to current disposal site with 15 yard</u>	<u>containers</u>			<u>\$175.00 per container</u>

City of Palm Coast, Florida Agenda Item

Agenda Date: 3/13/2018

Department	PUBLIC WORKS	Amount	
Item Key		Account #	65010071-052000
SUBJECT: RESOLUTION 2018-XX APPROVING MASTER PRICE AGREEMENTS WITH FLAGLER POWER EQUIPMENT AND L&B HOMES DBA ST. JOHNS SALES AND SERVICE FOR MOWER PARTS			
Background : The Public Works Department is responsible for maintaining mowers and related equipment and needs to purchase mower parts on an as-needed basis. City staff advertised and solicited bids for mower parts in accordance with the City's Purchasing Policy. City staff recommends that the City Council approve master price agreements with Flagler Power Equipment of Bunnell, FL and L&B Homes DBA St. Johns Sales and Service of St. Augustine, FL. Since these are price agreements, City staff will purchase items on an as-needed basis using budgeted funds appropriated by City Council. The Fiscal Year 2018 Budget includes \$70,000.00 within Public Works to purchase various mower parts. The notice of intent to award and project bid overview are attached to this agenda item.			
Recommended Action : Adopt Resolution 2018-XX approving master price agreements with Flagler Power Equipment and L&B Homes DBA St. Johns Sales and Service for mower parts.			

RESOLUTION 2018-____
MOWER PARTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING MASTER SERVICE AGREEMENTS WITH L&B HOMES DBA ST. JOHN’S SALES AND SERVICE & FLAGLER POWER EQUIPMENT, TO PURCHASE VARIOUS TYPES OF MOWER PARTS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, L&B Homes DBA St. John’s Sales and Service & Flagler Power Equipment, have expressed a desire to provide various types of mower parts to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to enter into a price agreements with L&B Homes DBA St. John’s Sales and Service & Flagler Power Equipment for the above referenced items.

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

SECTION 1. APPROVAL OF PRICE AGREEMENTS. The City Council of the City of Palm Coast hereby approves the terms and conditions of the master price agreements with L&B Homes DBA St. John’s Sales and Service & Flagler Power Equipment, which is attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

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

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

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" –Master Price Agreements with L&B Homes DBA St. John's Sales and Service & Flagler Power Equipment

Approved as to form and legality

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



City of PALM COAST

Administrative Services & Economic Development
Central Services Division

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

NOTICE OF INTENT TO AWARD

Project: ITB-PW-18-23 Mower Parts

Date: February 19, 2018

Appeal Deadline: Appeals must be Filed by 5:00 PM on February 22, 2018

Firm	Bid Section A – Stihl Parts
L&B Homes DBA St. Johns Sales and Service Saint Augustine, FL	\$16,703.15
K&M Mower Repair Bunnell, FL	\$18,514.73
Flagler Power Equipment Bunnell, FL	No Bid

The intent of the City of Palm Coast is to award ITB-PW-18-23 Section A to L&B Homes DBA St. Johns Sales and Service.

Firm	Bid Section B – Lastec Parts
Flagler Power Equipment Bunnell, FL	\$14,064.46
L&B Homes DBA St. Johns Sales and Service Saint Augustine, FL	No Bid
K&M Mower Repair Bunnell, FL	No Bid

The intent of the City of Palm Coast is to award ITB-PW-18-23 Section B to Flagler Power Equipment.



Firm	Bid Section C – Gravelly Parts
Flagler Power Equipment Bunnell, FL	\$222.81
L&B Homes DBA St. Johns Sales and Service Saint Augustine, FL	No Bid
K&M Mower Repair Bunnell, FL	No Bid

The intent of the City of Palm Coast is to award ITB-PW-18-23 Section C to Flagler Power Equipment.

Firm	Bid Section D – Scag Parts
Flagler Power Equipment Bunnell, FL	\$1,947.34
L&B Homes DBA St. Johns Sales and Service Saint Augustine, FL	No Bid
K&M Mower Repair Bunnell, FL	No Bid

The intent of the City of Palm Coast is to award ITB-PW-18-23 Section D to Flagler Power Equipment.

Firm	Bid Section E – John Deer Parts
Flagler Power Equipment Bunnell, FL	No Bid
L&B Homes DBA St. Johns Sales and Service Saint Augustine, FL	No Bid
K&M Mower Repair Bunnell, FL	No Bid

The intent of the City of Palm Coast is to NOT award ITB-PW-18-23 Section E.

Firm	Bid Section F – Toro Parts
L&B Homes DBA St. Johns Sales and Service Saint Augustine, FL	\$662.10
K&M Mower Repair Bunnell, FL	\$769.06
Flagler Power Equipment Bunnell, FL	\$770.90

The intent of the City of Palm Coast is to award ITB-PW-18-23 Section F to L&B Homes DBA St. Johns Sales and Service.

Firm	Bid Section G – Exmark Parts
Flagler Power Equipment Bunnell, FL	\$647.64
L&B Homes DBA St. Johns Sales and Service Saint Augustine, FL	No Bid
K&M Mower Repair Bunnell, FL	No Bid

The intent of the City of Palm Coast is to award ITB-PW-18-23 Section G to Flagler Power Equipment.

Cc: Contract Coordinator, Project Manager, ASED Director, Department Director

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

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

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



ITB-PW-18-23 - Mower Parts

Project Overview

Project Details	
Reference ID	ITB-PW-18-23
Project Name	Mower Parts
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Invitation to Bid is issued for the purpose of establishing a one year contract with vendor(s) capable of providing parts for the City's mowing equipment.
Open Date	Jan 31, 2018 8:00 AM EST
Close Date	Feb 15, 2018 2:00 PM EST

Awarded Suppliers	Reason	Score
St. Johns Sales And Service		0 pts
Flagler Power Equipment		0 pts



Seal status

Requested Information	Unsealed on	Unsealed by
Forms 1-10 and A,B,C and D	Feb 15, 2018 2:17 PM EST	Beau Falgout
Pricing Spreadsheet C-2	Feb 15, 2018 2:17 PM EST	Beau Falgout
Signed and Dated Addenda	Feb 15, 2018 2:17 PM EST	Beau Falgout

Conflict of Interest

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

Name	Date Signed	Has a Conflict of Interest?
Roger Lachance	Feb 16, 2018 9:38 AM EST	No
fred vitagliano	Feb 16, 2018 8:09 AM EST	No



Jesse Scott	Feb 16, 2018 8:52 AM EST	No
andy hyatt	Feb 16, 2018 2:17 PM EST	No



Project Criteria

Criteria	Points	Description
Pricing Spreadsheet C-2	0 pts	Complete and submitted
Addenda	Pass/Fail	Signed and dated, turned in with bid documents
Forms and Proposal	Pass/Fail	Completed and Submitted as requested
Bid package and Forms	Pass/Fail	Technical Review
Total	0 pts	



Scoring Summary

Active Submissions

	Total	Pricing Spreadsheet C-2	Addenda	Forms and Proposal	Bid package and Forms
Supplier	/ 0 pts	/ 0 pts	Pass/Fail	Pass/Fail	Pass/Fail
St. Johns Sales And Service	0 pts	0 pts (\$17,365.25)	Pass	Pass	Pass
Flagler Power Equipment	0 pts	0 pts (\$17,653.18)	Pass	Pass	Pass
KM MOWER REPAIR	0 pts	0 pts (\$19,283.79)	Pass	Pass	Pass

City of Palm Coast, Florida

Agenda Item

Agenda Date : 3/13/2018

Department	STREETS & DRAINAGE	Amount	\$55,000.00 (Annually)
Item Key		Account	# 10015011 052000
Subject	RESOLUTION 2018-XX APPROVING MASTER PRICE AGREEMENTS WITH MULTIPLE VENDORS FOR SIGN SHOP MATERIALS		
Background :	<p>The Public Works Streets & Drainage Division is responsible for the maintenance of all City signage (i.e., regulatory, warning, guide, traffic and street signs) and needs to purchase sign shop materials on an as-needed basis. City staff advertised and solicited bids for sign shop materials in accordance with the City's Purchasing Policy.</p> <p>City staff recommends that the City Council approve master price agreements with Osburn Associates, Inc., AllMac Signs, Universal Signs & Accessories, and Allied Tube and Conduit.</p> <p>Since these are price agreements, City staff will purchase items on an as-needed basis using budgeted funds appropriated by City Council. The Fiscal Year 2018 Budget includes \$55,000.00 within Public Works to purchase sign shop materials. The notice of intent to award and project bid overview are attached to this agenda item.</p>		
Recommended Action :	Adopt Resolution 2018-XX approving master price agreements with multiple vendors for sign shop materials.		

RESOLUTION 2018-____
SIGN SHOP MATERIALS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING MASTER PRICE AGREEMENTS WITH OSBURN ASSOCIATES, ALLMAC SIGNS, UNIVERSAL SIGNS & ACCESSORIES, & ALLIED TUBE AND CONDUIT, TO PURCHASE VARIOUS TYPES OF SIGN SHOP MATERIALS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Osburn Associates, Inc., AllMac Signs, Universal Signs & Accessories & Allied Tube and Conduit, have expressed a desire to provide various types of sign shop materials to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to enter into a price agreements with Osburn Associates, Inc., AllMac Signs, Universal Signs & Accessories & Allied Tube and Conduit for the above referenced items.

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

SECTION 1. APPROVAL OF AGREEMENTS. The City Council of the City of Palm Coast hereby approves the terms and conditions of the master price agreements with Osburn Associates, Inc., AllMac Signs, Universal Signs & Accessories & Allied Tube and Conduit, which is attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

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

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

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Master Price Agreements with Osburn Associates, Inc., AllMac Signs, Universal Signs & Accessories & Allied Tube and Conduit for sign shop materials.

Approved as to form and legality

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



city of PALM COAST

Administrative Services & Economic Development
Central Services Division

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

NOTICE OF INTENT TO AWARD

Project: ITB-PW-SD-18-08 Sign Shop Materials

Date: February 19, 2018

Appeal Deadline: Appeals must be Filed by 5:00 PM on February 22, 2018

Firm	Bid Section A – Stop, School and Object Markers
Osburn Associates, Inc. St. Petersburg, FL	\$33,953.00
Universal Signs & Accessories Ft. Pierce, FL	\$36,654.00
AllMac Signs Harwich, MA	\$40,541.00
Kolob Industries, LLC Heber City, UT	\$71,400.00
Allied Tube and Conduit Harvey, IL	No Bid
Vulcan, Inc. (dba Vulcan Aluminum, Vulcan Signs) Foley, AL	No Bid

The intent of the City of Palm Coast is to award ITB-PW-SD-18-08 Section A to Osburn Associates, Inc.

Firm	Bid Section B – Aluminum Street Sign Blanks
AllMac Signs Harwich, MA	\$36,827.00
Universal Signs & Accessories Ft. Pierce, FL	\$39,082.00
Osburn Associates, Inc. St. Petersburg, FL	\$57,791.00
Kolob Industries, LLC Heber City, UT	\$96,500.00
Allied Tube and Conduit Harvey, IL	No Bid
Vulcan, Inc. (dba Vulcan Aluminum, Vulcan Signs) Foley, AL	No Bid

The intent of the City of Palm Coast is to award ITB-PW-SD-18-08 Section B to AllMac Signs.

Firm	Bid Section C – Misc. Aluminum Blanks
Universal Signs & Accessories Ft. Pierce, FL	\$9,605.00
AllMac Signs Harwich, MA	\$10,189.50
Osburn Associates, Inc. St. Petersburg, FL	\$10,390.00
Kolob Industries, LLC Heber City, UT	\$17,500.00
Vulcan, Inc. (dba Vulcan Aluminum, Vulcan Signs) Foley, AL	\$18,820.00
Allied Tube and Conduit Harvey, IL	No Bid

The intent of the City of Palm Coast is to award ITB-PW-SD-18-08 Section C to Universal Signs and Accessories.

Firm	Bid Section D – U-Channel Posts
Allied Tube and Conduit Harvey, IL	\$58,030.00
Osburn Associates, Inc. St. Petersburg, FL	\$66,086.00
Universal Signs & Accessories Ft. Pierce, FL	\$70,380.00
AllMac Signs Harwich, MA	\$83,658.00
Vulcan, Inc. (dba Vulcan Aluminum, Vulcan Signs) Foley, AL	No Bid
Kolob Industries, LLC Heber City, UT	No Bid

The intent of the City of Palm Coast is to award ITB-PW-SD-18-08 Section D to Allied Tube and Conduit.

Cc: Contract Coordinator, Project Manager, ASED Director, Department Director

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

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

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



ITB-PW-SD-18-08 - ITB-PW-SD-18-08 Sign Shop Materials

Project Overview

Project Details	
Reference ID	ITB-PW-SD-18-08
Project Name	ITB-PW-SD-18-08 Sign Shop Materials
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	The City of Palm Coast intends to purchase on an “as needed basis”, Sign Shop Materials, with a Term Contract Agreement. The categories include: • Stop signs • Street Sign Blanks • Aluminum Blanks – no sheeting • U-Channel Posts
Open Date	Jan 10, 2018 8:00 AM EST
Close Date	Feb 08, 2018 2:00 PM EST

Awarded Suppliers	Reason	Score
AllMac Signs		10.99 pts



Allied Tube & Conduit Corporation		32.43 pts
Universal Signs & Accessories		12.09 pts
Osburn Associates, Inc		11.19 pts

Conflict of Interest

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

Name	Date Signed	Has a Conflict of Interest?
Michael Marinelli	Feb 13, 2018 8:05 AM EST	No
Tyler Gibson	Feb 13, 2018 6:42 AM EST	No
Jesse Scott	Feb 08, 2018 2:10 PM EST	No



Project Criteria

Criteria	Points	Description
Completed Forms	Pass/Fail	All Forms submitted and complete
Forms A-D, 1-10	Pass/Fail	All Forms completed and signed.
Pricing Form C.2	100 pts	Form C.2 Pricing Excel Spreadsheet
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Completed Forms	Forms A-D, 1-10	Pricing Form C.2
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	/ 100 pts
Vulcan Inc., dba Vulcan Signs, Vulcan Aluminum	100 pts	Pass	Pass	100 pts (\$18,820.00)
Allied Tube & Conduit Corporation	32.43 pts	Pass	Pass	32.43 pts (\$58,030.00)
Universal Signs & Accessories	12.09 pts	Pass	Pass	12.09 pts (\$155,721.00)
Osburn Associates, Inc	11.19 pts	Pass	Pass	11.19 pts (\$168,220.00)
AllMac Signs	10.99 pts	Pass	Pass	10.99 pts (\$171,215.00)



	Total	Completed Forms	Forms A-D, 1-10	Pricing Form C.2
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	/ 100 pts
KOLOB INDUSTRIES LLC	10.15 pts	Pass	Pass	10.15 pts (\$185,400.00)

City of Palm Coast, Florida Agenda Item

Agenda Date : 3/13/2018

Department	Public Works	Amount	\$46,957.00
Item Key	2686	Account	65010071-064000
Subject RESOLUTION 2018-XX APPROVING PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT WITH VERMEER SOUTHEAST SALES AND SERVICES, INC. FOR THE PURCHASE OF A CHIPPER			
Background :			
<p>This chipper was originally rented to support cleanup operations and was used extensively during the response to Hurricane Irma, and has continued to be used extensively by all divisions of Public Works. This chipper has been used for tree trimming along our walking paths at numerous streets and parks, and has been used extensively by our Stormwater Ditch Projects Team. If the purchase is authorized, this chipper will continue to be utilized daily in these tasks, and would be invaluable in the response to any future major storm events.</p> <p>City staff have an opportunity to purchase this chipper through the pricing available by piggybacking the Florida Sheriff's Association Contract. 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. In addition, the original rental agreement allowed for 85% of rental fees to be applied to the final purchase.</p> <p>The purchase price through the Florida Sheriff's Contract is \$71,437.00. Applying 85% of the rental fees incurred would result in a net price of \$46,957.00. Funds for the purchase would be paid out using Fleet Fund contingency reserves that are available due to other fleet purchases coming under their budgeted amounts.</p>			
SOURCE OF FUNDS WORKSHEET FY 2018			
Fleet Fund 65010071-064000			\$1,957,900.00
Total Expenses/Encumbered to date			\$1,869,966.00
Pending Work Orders/Contracts		\$	0.00
Current Work Order		\$	46,957.00
Balance		\$	40,976.88
Recommended Action :			
Adopt Resolution 2018-XX approving piggybacking the Florida Sheriff's Association Contract with Vermeer Southeast Sales and Service Inc. for the purchase of a chipper.			

RESOLUTION 2018-____
APPROVING PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION
CONTRACT WITH VERMEER SOUTHEAST SALES AND SERVICES, INC.
FOR THE PURCHASE OF A CHIPPER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT WITH VERMEER SOUTHEAST SALES AND SERVICES, INC., FOR THE PURCHASE OF A CHIPPER; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Vermeer Southeast Sales and Service Inc., have expressed a desire to provide a Vermeer BC1800 XL (Serial# 1VRY151Z2H1006477) Chipper to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to piggyback the Florida Sheriff's Association Contract with Vermeer Southeast Sales and Services, Inc. for the purchase of a chipper.

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

SECTION 1. APPROVAL OF PIGGBACK. The City Council of the City of Palm Coast hereby approves piggybacking the Florida Sheriff's Association Contract with Vermeer Southeast Sales And Services, Inc., which is attached hereto and incorporated herein by reference as Exhibit "A."

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

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent

jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

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

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

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

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

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Engagement Letter with Vermeer Southeast Sales and Service Inc.

Approved as to form and legality

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



Vermeer Southeast Sales & Service, Inc.
 11550 Phillips Highway
 Jacksonville, Florida 32256

QUOTE

Date: 10/3/2017-04/03/18

Sales Rep: Gregg Smith

Customer Information:

City of Palm Coast
1 Wellfield Grade
Palm Coast, FL 32164

Delivered to:

City of Palm Coast
1 Wellfield Grade
Palm Coast, FL 32164

Contact Name: Roger Lachance

Phone Number: 508-642-9937

Payment method: RPO Purchase Order

Qty	DESCRIPTION and SERIAL #	Unit Price	TOTAL
	Vermeer BC1800XL Serial # 1VRY151Z2H1006477 18" Diameter Drum Style Brush Chipper 130 HP Cummins 3.8L Tier 4 Final turbocharged diesel engine Pre-Cleaner / DEF Tank High coolant temp and low oil pressure automatic shut down Variable speed dual verticle feed rollers Selectable Smartfeed Ecoidle Lower Feed Bar Stop		\$ -
	Pricing per FL Sheriff's Contract FSA17-VEH 15.0 Specification #63 Title: BRUSH CHIPPER - TRAILER MOUNTED - Model BC1500		
1	Bid Price Per FSA contract	\$ 61,250.00	\$ 61,250.00
1	Upgrade To BC1800XL	\$ 6,493.00	\$ 6,493.00
1	ADD: Optional Winch Feature to BC1800XL	\$ 3,694.00	\$ 3,694.00
	Rental Start Date 10/03/2017 Rental End Date 04/03/2018		
	6 Months Rental at \$4,800 per month	\$ 28,800.00	\$ -
1	85% of Rental Credit Application	\$ (24,480.00)	\$ (24,480.00)
		SubTotal	\$ 46,957.00
		Tax	
	THANK YOU FOR YOUR BUSINESS!	Total	\$ 46,957.00
		Less Down Payment	
	TERMS:	Balance Due	\$ 46,957.00

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. Dealer makes no warranties express or implied, including, but not limited to, warranties of MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

Customer _____

Terms and Conditions

1. The rental period shall begin on and include the date of delivery to the LESSEE and shall end on and include the date of return to LESSOR'S business location designated herein. The rental period shall be the rental period shown on the face thereof and if LESSEE retains the Equipment after the expiration of said period this agreement shall be deemed to be extended. Prior authorization must be obtained by LESSEE from LESSOR to extend the rental period. If prior authorization is obtained, the rental rate shall be the same as noted above unless otherwise stated by LESSOR.
2. The LESSEE agrees that the rates provided for in this contract are considered straight time rates based on not more than eight (8) hours per day, forty (40) hours per week, or one hundred seventy-six (176) hours in any one thirty (30) consecutive day period. Should the machinery be used longer than the above specified hours in any specific period, the overtime rate shall be based as follows:
 - 1/8th of the daily rate for each hour worked in excess of eight (8) hours in one day;
 - 1/40th of the weekly rate for each hour worked in excess of forty (40) hours in any one weekly period;
 - 1/176th of the monthly rate for each hour in excess of one hundred seventy-six (176) hours worked in any thirty (30) consecutive day period.

The minimum rental period is one day. The weekly rate applies only if the Equipment is out at least one full week. The monthly rate applies only if the Equipment is out at least thirty days. No allowance will be made for Sunday, holidays, time in transit, or any period of time Equipment may not be in actual use while in LESSEE'S possession, except as provided in paragraph 7.

3. LESSEE is exempt from the Florida Sales and Use Tax and will furnish the Vendor with proof of tax exemption upon request. ~~shall be liable for and shall reimburse LESSOR for amounts equal to any sales, use, license or registration fees levied or based upon based upon the rentals, or the Equipment, or the use or the operation thereof.~~ INITIAL HERE
N
4. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OF THE RENTED EQUIPMENT, NOR AN AGENT OF THE MANUFACTURER, AND MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE RENTED EQUIPMENT, INCLUDING, BUT NOT LIMITED TO WARRANTIES AGAINST PATENT OR LATENT DEFECTS IN MATERIAL, WORKMANSHIP OR EQUIPMENT CAPACITY. FURTHERMORE, LESSOR GIVES NO WARRANTIES AS TO WHETHER THE EQUIPMENT MEETS ANY CERTAIN REQUIREMENTS OF LAW, RULES, SPECIFICATIONS OR CONTRACT TERMS. EQUIPMENT IS RENTED BY LESSEE "AS IS", WITHOUT WARRANTIES EXPRESS OR IMPLIED. LESSOR FURTHER ACKNOWLEDGES THAT LESSEE HAS BEEN PROVIDED THE OPPORTUNITY TO REVIEW ALL OPERATIONS MANUALS AND OTHER MATERIALS PROVIDED BY THE MANUFACTURER AND MAINTAINED AT LESSOR'S PLACE OF BUSINESS, THAT LESSEE HAS INSPECTED THE RENTAL ITEMS AND THAT THE SAME MEET WITH LESSEE'S APPROVAL, ARE SUITABLE TO LESSEE'S INTENDED PURPOSES, AND ARE IN PROPER OPERATING CONDITION UPON DELIVERY. INITIAL HERE
N
5. LESSOR shall use reasonable care to see that the Equipment is in proper working condition before delivery to LESSEE. If LESSEE so requests, the Equipment will be operated in LESSEE'S presence at a time and place designated by LESSOR prior to delivery to LESSEE. If the Equipment is shipped to LESSEE and arrives in damaged condition, LESSEE shall note such damage on the bill of lading or any other receipt requested by the transporter and shall immediately notify LESSOR. The acceptance by LESSEE of the Equipment shall constitute an acknowledgement that the Equipment has been received undamaged, in good repair and operating condition except to the extent noted by LESSEE on the bill of lading or other delivery receipt.
6. LESSEE agrees to care for the Equipment properly, to use it within its rated capacity, to restrict its use to LESSEE'S qualified personnel and to prohibit anyone other than LESSOR'S authorized personnel to repair, modify, or adjust the Equipment and to notify LESSOR immediately of accidents, disabilities, failures or like information concerning the Equipment. LESSEE further agrees to pay for all damage to the Equipment resulting from causes from other than normal wear and tear upon receipt of invoice therefor from LESSOR for LESSOR'S costs and expense of repair. LESSEE shall take care of normal needs of the Equipment, including supplying fuel, oil, grease and water, daily checking of general condition, including tires, oil levels, cooling system, water and batteries, recharging batteries, and will perform routine preventive maintenance set forth in the Machine Operator's Manual for the Equipment. LESSOR will provide all other service and maintenance. LESSEE agrees to promptly make the equipment available for inspection and/or servicing WITHIN 24 HOURS of LESSOR'S request. If LESSEE requires service at times other than LESSOR'S business hours, LESSEE agrees to pay the difference between LESSOR'S straight time and overtime rates for mechanic's time.
7. In the event the Equipment becomes inoperable for reasons other than accident, improper use or failure of LESSEE to comply with its obligations hereunder, no rental shall be charged for the period of time between actual notice to LESSOR of the inoperable condition of the Equipment and the time when it is returned to service. LESSOR shall not be obligated to furnish substitute Equipment nor shall it be liable for down time or special or consequential damages of any nature whatsoever.
8. LESSEE ASSUMES ALL RISKS AND LIABILITIES ARISING FROM RENTAL AND EXPRESSLY AGREES TO FULLY AND COMPLETELY INDEMNIFY AND HOLD HARMLESS FROM ANY AND ALL CLAIMS, INCLUDING, BUT NOT LIMITED TO CLAIMS OR LIENS ASSERTED FROM LOSS OF OR DAMAGE TO THE EQUIPMENT, BUSINESS LOSSES, PENALTIES, LIABILITIES FOR PERSONAL INJURY OR DEATH AND ALL EXPENSES RELATED THERETO INCLUDING COSTS, PENALTIES, ATTORNEY FEES, HOWSOEVER INCURRED, ARISING FROM THE RENTAL, USE, TRANSPORT, STORAGE OR OPERATION OF SAID EQUIPMENT. LESSEE, at its own expense, shall carry and provide proof satisfactory to LESSOR of adequate public liability insurance against bodily injury, including death, and against property damage shall keep all Equipment insured at its full insurable value against fire and theft and under extended coverage, and shall name LESSOR as loss payee and additional insured. Notwithstanding the foregoing, Lessee reserves its rights, benefits and immunities of sovereign immunity pursuant to 768.28 Florida Statutes and nothing herein shall affect such rights, benefits and immunities. INITIAL HERE
N
9. LESSEE agrees, whenever requested by LESSOR, to give LESSOR the exact location of the Equipment covered by this lease and LESSOR and the manufacturer of the equipment shall have the privilege at all times of entering any shop, building, or location where the Equipment is being used for the purpose of inspection. LESSOR shall have the right of removing the Equipment without notice, and terminating this lease if it is being overloaded or taxed beyond its capacity or in any manner abused or neglected or if LESSEE fails to pay any rental or other sum payable hereunder when due, or if LESSEE becomes subject to any state or federal insolvency, bankruptcy, receivership, trusteeship or similar proceeding. If LESSEE shall default in any other term of the Contract, LESSOR may immediately terminate this Contract by notice in writing to LESSEE and repossess all items of Equipment wherever they may be found, but LESSEE shall nevertheless remain liable for all sums then due and unpaid, plus a reasonable amount for attorney's fees and such expenses as may be expended in the repossession of the Equipment and all costs and fees arising from LESSEE'S breach of this agreement. The remedies provided herein in favor of LESSOR shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in LESSOR'S favor existing at law or in equity. Any notice hereunder shall be deemed sufficiently given if in writing it is delivered to LESSEE personally, or sent by mail addressed to LESSEE at the address set forth upon the reverse side hereof. INITIAL HERE
N
10. This is a Contract of rental only and nothing herein conveys to LESSEE any right, title or interest in or to any of the Equipment except as a LESSEE.
11. LESSEE shall not assign this lease or sublet the Equipment. LESSOR shall have the right to assign this lease and/or the rental due hereunder and LESSEE agrees to honor any such assignment in accordance with its terms upon receipt of written notice thereof.

I have read and agree to the above terms and conditions.

Authorized Representative for
LESSEE:

City of Palm Coast

By:

Nestor Abreu

Name (print): Nestor Abreu, Director of Public Works

Dated: 10/10/17

RENTAL AGREEMENT NO. _____

VERMEER SOUTHEAST SALES & SERVICE, INC.

An authorized Vermeer Rental System Dealer, with offices at
11550 Phillips Hwy, Jacksonville, FL 32256 _____ (Lessor),

hereby rents to City of Palm Coast Public Works NSA INITIAL HERE

with offices at 1 Wellfield
Grade, Palm
Coast, FL
32164 _____ (Lessee),

and LESSEE hereby hires from LESSOR, the following Equipment (the equipment), for the approximate rental period and at the rental rate show below, subject to the other terms and conditions of this agreement.

ITEM OF EQUIPMENT AND IDENTIFICATION NO.	APPROXIMATE RENTAL PERIOD	RENTAL RATE		AGREED VALUE
		WEEK	MONTH	
BC1800XLW serial #1VRY151Z2H1006477			\$4,800.00	\$78,000.00

LESSEE IS RESPONSIBLE FOR INSURANCE AND MAINTENANCE WHILE EQUIPMENT IS ON RENT. LESSEE MUST FURNISH LESSOR WITH CERTIFICATE OF INSURANCE THAT INCLUDES "ALL RISK" DAMAGE INSURANCE, LIABILITY INSURANCE WITH MINIMUM LIMITS OF \$500,000 SINGLE LIMIT, SHOWS AGREED VALUE OF PHYSICAL EQUIPMENT ON RENT AND LISTS LESSOR AS "LOSS PAYEE" AND "ADDITIONAL INSURED". NSA INITIAL HERE

The Equipment will be kept and used by LESSEE at: City of Palm Coast Public Works NSA INITIAL HERE

LOCATION	DATE	AMOUNT
DELIVERY TO LESSEE AT: Vermeer Southeast	10/3/2017	\$4,800.00
PICKED UP (RETURNED TO LESSOR) AT: Vermeer Southeast	10/31/2017	
RENTAL PREPAYMENT FOR:		

Client is responsible for all wear items on machine

DATE	TIME	HOUR METER READING	TAXES AND OTHER CHARGES TOTAL PAYMENT DUE ON DELIVERY	\$4,800.00
TIME IN				
TIME OUT				
TOTAL HOURS				

LESSOR AND LESSEE AGREE THAT THE TERMS AND CONDITIONS ON THE REVERSE SIDE
HEREOF ARE A PART OF THIS AGREEMENT AND ARE THOROUGHLY UNDERSTOOD.

LESSOR: VERMEER SOUTHEAST SALES & SERVICE, INC. LESSEE: City of Palm Coast

BY [Signature] BY [Signature]
DATE 10/10/17 DATE 10/10/17
Nestor Abreu, Director of Public Works



City of PALM COAST

Administrative Services & Economic Development
Central Services Division

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

February 27, 2018

Dan Rockefeller
Contract Representative
Vermeer Southeast Sales & Service, Inc
4559 Old Winter Garden Road
Orlando, FL 32811

**RE: Engagement Letter Authorizing Piggyback
Brush Chipper - Trailer Mounted Specification # 63**

Contract Name

FSA17-VEH 15.0

Contract Reference

Dear Dan Rockefeller,

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
Brush Chipper - Trailer Mounted Specification # 63**

Contract Name
FSA17-VEH 15.0

Contract Reference

CITY OF PALM COAST

Signature

Print Name

Date

Vermeer Southeast Sales & Service, Inc

DocuSigned by:
Dan Rockefeller
A9445ACCD7F410...

Signature

Dan Rockefeller

Print Name

Mar 1, 2018 | 10:57 AM PST

Date

In Progress



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Vermeer Southeast Sales & Service, Inc
Project Name: Brush Chipper - Trailer Mounted Specification # 63
Bid/Reference # FSA17-VEH 15.0
Contract Type: Piggyback

Contract Value \$ 46957.00

Resolution # _____

City Council Approval Date: _____

Standard Contract Template (Y/N): N/A - Piggyback

If No, then Reviewed by City Attorney: N/A - Piggyback

Length of Contract: 09/30/2018

If Yes, # and length of renewals: 1 Year

Renewable (Y/N): Y

City's Project Manager Roger Lachance

Brief Description/Purpose:

To utilize the pricing on the Florida Sheriffs Association contract tto pruchase chipper from Vermeer.

Approvals:

Responsible Dept. Director _____

Date: _____

City Finance _____

Date: _____

City Attorney _____

Date: _____

ASED Director _____

Date: _____

City Manager _____

Date: _____



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<u>BRUSH CHIPPER - TRAILER MOUNTED (Specification #63)</u>			
Bandit Industries, Inc.	2018 Bandit 15XP	Western	\$53,030.00
	2018 Bandit 15XP	Western	-- NB --
Bandit Industries, Inc.	2018 Bandit 15XP	Northern	\$53,030.00
	2018 Bandit 15XP	Northern	-- NB --
Bandit Industries, Inc.	2018 Bandit 15XP	Central	\$53,030.00
	2018 Bandit 15XP	Central	-- NB --
Bandit Industries, Inc.	2018 Bandit 15XP	Southern	\$53,030.00
	2018 Bandit 15XP	Southern	-- NB --
Environmental Products Group, Inc	2018 DuraTech TC-15	★Western	\$43,470.00
	2018 DuraTech TC-15	Western	-- NB --
Environmental Products Group, Inc	2018 DuraTech TC-15	★Northern	\$43,470.00
	2018 DuraTech TC-15	Northern	-- NB --
Environmental Products Group, Inc	2018 DuraTech TC-15	★Central	\$43,470.00
	2018 DuraTech TC-15	Central	-- NB --
Environmental Products Group, Inc	2018 DuraTech TC-15	★Southern	\$43,470.00
	2018 DuraTech TC-15	Southern	-- NB --
Morbark, LLC	2018 Morbark M15R	Western	\$58,750.00
	2018 Morbark M15R	Western	-- NB --
Morbark, LLC	2018 Morbark M15R	Northern	\$58,750.00
	2018 Morbark M15R	Northern	-- NB --
Morbark, LLC	2018 Morbark M15R	Central	\$58,750.00
	2018 Morbark M15R	Central	-- NB --
Morbark, LLC	2018 Morbark M15R	Southern	\$58,750.00
	2018 Morbark M15R	Southern	-- NB --
Vermeer Southeast Sales & Service, Inc	2018 Vermeer BC1500	Western	\$61,250.00
	2018 Vermeer BC1500	Western	-- NB --
Vermeer Southeast Sales & Service, Inc	2018 Vermeer BC1500	Northern	\$61,250.00

	2018 Vermeer BC1500	Northern	-- NB --
Vermeer Southeast Sales & Service, Inc	2018 Vermeer BC1500	Central	\$61,250.00
	2018 Vermeer BC1500	Central	-- NB --
Vermeer Southeast Sales & Service, Inc	2018 Vermeer BC1500	Southern	\$61,250.00
	2018 Vermeer BC1500	Southern	-- NB --

In Process



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

BRUSH CHIPPER - TRAILER MOUNTED SPECIFICATION #63

2018 Bandit 15XP
2018 DuraTech TC-15
2018 Morbark M15R
2018 Vermeer BC1500

THE FOLLOWING ITEMS WILL BE FACTORY INSTALLED ON THE BASE VEHICLE/EQUIPMENT TO MEET THE MODEL NUMBER AND BUILD CODES OF THE VEHICLE LISTED.

1. DIMENSIONS:

- a. Weight - 6800 lbs.
- b. Width - 72"
- c. Height - 100"
- d. Length - 176"
- e. 15" chipping capacity

2. ENGINE:

- a. 122 hp diesel engine
- b. Over center type clutch
- c. Heavy duty air cleaner
- d. Spin on type filters

3. CHASSIS:

- a. Main frame constructed of rectangular tubing or "z" section.
- b. 7000 lb. axle torsion type
- c. Electric brakes with breakaway switch
- d. ST 235/80R16 tires load range E
- e. Steel wheels
- f. Drop leg jack
- g. 2 1/2" diameter lunette or 2 5/16" ball hitch
- h. Adjustable height hitch
- i. Safety chains
- j. 6 way light connector
- k. All wiring in conduit to lights
- l. Four function rear lights

4. FEED SYSTEM:

- a. Infeed throat opening - 20" x 15"
- b. Serrated infeed rollers
- c. Feed rollers hydraulically driven
- d. Feed table height - 27"
- e. Feed table length - 30"

- f. Safety control bar a round infeed opening for emergency stop.

5. CHIPPER DRUM OR DISC

- a. Drum type:
- b. Size - 22" diameter x 22" width
- c. 2 knife pockets 180 degrees apart
- d. Dual edge reversible knives
- e. Extreme duty bearings
- f. Adjustable bedknife (reversible)
- g. Disc type:
- h. 37" x 2" diameter disc
- i. 4 knives reversible

6. CHIPPER HOUSING:

- a. Easy access door for knife changes
- b. Drop down door for anvil adjustment or clean out
- c. Chipper housing to be constructed for maximum safety and operator protection

7. DISCHARGE CHUTE:

- a. Rotation of 360 degrees
- b. Adjustable chip deflector
- c. Locking pin for chute rotation

8. MISCELLANEOUS:

- a. 26 gallon fuel tank
- b. Engine shutdown system
- c. Locking tool box
- d. Vandalism protection

In Process

DISCLOSURE: THE FLORIDA SHERIFFS ASSOCIATION WORKING IN CONJUNCTION WITH MANUFACTURERS, VENDORS AND DISTRIBUTORS OF VEHICLES/EQUIPMENT DOES THEIR BEST TO ENSURE MODEL NAMES, NUMBERS AND CODES REPRESENT THE LATEST INFORMATION AVAILABLE AT THE TIME THE BID DOCUMENTS ARE PREPARED. IT IS RECOMMENDED THAT YOU CONFIRM THIS INFORMATION WITH THE AWARDED VENDOR REPRESENTATIVE AT THE TIME YOU ARE REQUESTING A CONFIRMING QUOTE.



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

BRUSH CHIPPER - TRAILER MOUNTED SPECIFICATION #63

2018 Vermeer BC1500

The Vermeer BC1500 purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$61,250.00	\$61,250.00	\$61,250.00	\$61,250.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	BC1500			
DEALER:	Vermeer Southeast Sales & Service, Inc	Vermeer Southeast Sales & Service, Inc	Vermeer Southeast Sales & Service, Inc	Vermeer Southeast Sales & Service, Inc
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$61,250.00	\$61,250.00	\$61,250.00	\$61,250.00

Order Code	Delete Options	All Zones
BC700XL ¹	Downgrade model - specify <i>BC700XL 7" Capacity, Kohler EFI Gas Engine¹</i>	\$45,148.00 ¹
BC900XL ¹	Downgrade model - specify <i>BC900XL Brush Chipper 9" Capacity, 35HP Vanguard Gas Engine¹</i>	\$36,703.00 ¹
BC1000XL-G ¹	Downgrade model - specify <i>BC1000XL Brush Chipper 12" Capacity 3.0L GM Gas Engine¹</i>	\$27,527.00 ¹
BC1000XL-74D ¹	Downgrade model - specify <i>BC1000XL Brush Chipper 12" Capacity 74Hp Deutz Diesel Engine¹</i>	\$22,262.00 ¹
	Optional equipment delete - specify	NA
	Optional equipment delete - specify	NA
	Optional equipment delete - specify	NA

Order Code	Add Options	All Zones
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Options are to be discounted below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory add options. Purchasers are encourage to negotiate pricing for options. Additional discounts for each add option shall be decided by the Vendor. Please refer to the Contract Terms and Conditions, Section 2.14 Option Pricing.

BC1800XL-130 ¹	Model upgrade - specify <i>BC1800XL Brush Chipper 18" Capacity 130HP T4F Cummins Diesel Engine¹</i>	\$6,493.00 ¹
BC1800XL-173 ¹	Model upgrade - specify <i>BC1800XL Brush Chipper 18" Capacity 173 HP T4F John Deere Diesel Engine¹</i>	\$15,961.00 ¹
AX19 ¹	Model upgrade - specify <i>AX19 Brush Chipper 19" Capacity 173HP T4F John Deere Diesel Engine¹</i>	\$37,416.00 ¹
	Model upgrade - specify	NA
	Model upgrade - specify	NA
WINCH ¹	Optional equipment - specify <i>Winch¹</i>	\$3,694.00 ¹
HYD JACK ¹	Optional equipment - specify <i>Hydraulic Jack¹</i>	\$2,243.00 ¹
HYD BRAKES ¹	Optional equipment - specify <i>Hydraulic Surge Brakes¹</i>	\$1,986.00 ¹
TREE COM ¹	Optional equipment - specify <i>Tree Commander Remote Control¹</i>	\$2,588.00 ¹
10% ¹	Optional equipment - specify <i>DISCOUNT PERCENTAGE OFF MANUFACTURER'S CURRENT PUBLISHED RETAIL PRICE FOR NON-SPECIFIED OPTIONS AND ANY OPTIONAL MODELS¹</i>	\$10.00 ¹

VEHICLE:	BC1500			
DEALER:	Vermeer Southeast Sales & Service, Inc	Vermeer Southeast Sales & Service, Inc	Vermeer Southeast Sales & Service, Inc	Vermeer Southeast Sales & Service, Inc
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$61,250.00	\$61,250.00	\$61,250.00	\$61,250.00

	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
TEMP TAG ¹	Temporary tag	NC ¹
TRANS TAG ¹	Transfer existing registration (must provide tag number)	\$210.00 ¹
NEW TAG ¹	New state tag (specify state, county, city, sheriff, etc.)	\$210.00 ¹
	Maintenance Plan - specify	Std
	Maintenance Plan - specify	Std
	Warranty - specify	Std
	Warranty - specify	Std

In Process



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

BRUSH CHIPPER - TRAILER MOUNTED SPECIFICATION #63

2018 Vermeer BC1500

(Alternate Dealer Option)

The Vermeer BC1500 purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	-- No bid --	-- No bid --	-- No bid --

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.



Vermeer Southeast Sales & Service, Inc.
 11550 Phillips Highway
 Jacksonville, Florida 32256

QUOTE

Date: 02/13/18

Sales Rep: Gregg Smith

Customer Information:

City of Palm Coast
1 Wellfied Grade
Palm Coast, FL 32164

Delivered to:

Same

Contact Name: Roger Lachance

Phone Number: 508-642-9937

Payment method: Purchase Order

Qty	DESCRIPTION and SERIAL #	Unit Price	TOTAL
	Vermeer BC1800XL Serial # 1VRY151Z2H1006477 18" Diameter Drum Style Brush Chipper 130 HP Cummins 3.8L Tier 4 Final turbocharged diesel engine Pre-Cleaner / DEF Tank High coolant temp and low oil pressure automatic shut down Variable speed dual verticle feed rollers Selectable Smartfeed Ecoidle Lower Feed Bar Stop		\$ -
	Pricing per FL Sheriff's Contract FSA17-VEH 15.0 Specification #63 Title: BRUSH CHIPPER - TRAILER MOUNTED - Model BC1500		
1	Bid Price Per FSA contract	\$ 61,250.00	\$ 61,250.00
1	Upgrade To BC1800XL	\$ 6,493.00	\$ 6,493.00
1	ADD: Optional Winch Feature to BC1800XL	\$ 3,694.00	\$ 3,694.00
1	85% of Rental application (6 months @ \$4800 per month)	\$ (24,480.00)	\$ (24,480.00)
		SubTotal	\$ 46,957.00
		Tax	
THANK YOU FOR YOUR BUSINESS!		Total	\$ 46,957.00
		Less Down Payment	
TERMS:		Balance Due	\$ 46,957.00

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. Dealer makes no warranties express or implied, including, but not limited to, warranties of MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

Customer _____



Meeting Calendar for 3/13/2018 through 5/1/2018

3/13/2018 9:00 AM

City Council Workshop
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

4/3/2018 6:00 PM

City Council
City Hall

4/10/2018 9:00 AM

City Council Workshop
City Hall



Meeting Calendar for 3/13/2018 through 5/1/2018

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
			Business 2/20/2018	
1		Resolution	FEMA Hazard Mitigation Grant for Pump Station Generators	Adams/Matthews
2		Resolution	Pump Station D Improvements	Blake
3		Resolution	Annual Purchase of Life Scans	Beadle
4		Presentation	National Citizens Survey	Bevan
5		Resolution	Purchase/Installation Primary Clarifier Process Equipment WWTP#1	Blake
6		Resolution	Change Order Old Kings Road Widening	Cote
7		Resolution	Holland Park Phase II	Cote/Knopf
8		Resolution	Sesame Boulevard	Cote/Costello
9		Resolution	Aqua Investment Company of Palm Coast Easement	Dvornikova/Peel
11		Resolution	Kings Pointe Partial Vaca	Hoover
12		Resolution	WO for SW-43R	Kronenberg
13		Proclamation	Rare Disease Day	Lane
14		Ordinance	Comp Plan Amendment WSFWP	Papa
			Workshop 2/27/2018	
1		Resolution	Purchase of Submersible Pumps and Control Pane for Pump Station CL-1	Adams/ Ashburn
2		Resolution	FDOT LAP Agreement for Seminole Woods Blvd./Town Ctr. Blvd at SR 100 Project	Cote
3		Resolution	Belle Terre Bridge Pathway Rehabilitation	Cote
4		Ordinance	Draft Charter Amendments	Falgout
5		Resolution	Purchase Fire Truck	Forte
			Business 3/6/2018	
1		Resolution	FDOT LAP Agreement for Seminole Woods Blvd./Town Ctr. Blvd at SR 100 Project	Cote
2		Resolution	Belle Terre Bridge Pathway Rehabilitation	Cote
3		Ordinance	Draft Charter Amendments	Falgout
4		Resolution	Purchase Fire Truck	Forte
5		Proclamation	Red Cross Month	Lane
			Workshop 3/13/2018	
1		Resolution	Rebuild and Testing of SW-30	Adams

2	Presentation	Annual Progress Report	Bevan
3	Resolution	Right of Way Partial Vacation of Midway Drive	Cote
4	Resolution	Right of Way FPL Easements	Cote
5	Resolution	Sesame Boulevard	Cote/Costello
6	Resolution	Hayden Property Acquisition	Falgout
7	Ordinance	Rezoning of the corner of Bulldog Drive and SR 100 (WAWA)	Tyner
		Business 3/20/2018	
1	Presentation	CAFR Presentation	Alves
2	Resolution	Right of Way Partial Vacation of Midway Drive	Cote
3	Resolution	Right of Way FPL Easements	Cote
4	CRA MTG	Resolution - Hayden Property Acquisition	Falgout
5	Ordinance	Palm Town Center MPD (first read)	Hoover
6	Proclamation	Sexual Assault Awareness Month	Lane
7	Proclamation	Florida Hospital Flagler Sponsorship	McDermott
8	Ordinance	Rezoning of the corner of Bulldog Drive and SR 100 (WAWA)	Tyner
9	Presentation	Water Distribution Award	Zaleski
		Workshop 3/27/2018	
1	Presentation	SAP Evaluation Workshop #1	Bevan
2	Proclamation	Water Conservation Month	Matthews
		Business 4/3/2018	
1	Ordinance 2nd	Palm Town Center MPD	Hoover
2	Proclamation	Fair Housing Month	Lane
3	Proclamation	National Crime Victims Rights Week	Lane
4	Presentation	Citizen's Academy Graduation	Lane
		Business 4/24/2018	
1	Presentation	SAP Evaluation Workshop #2	Bevan
		Business 5/1/2018	
1	Presentation	SAP Proposed Updates and Additional Priorities Adoption	Bevan
		Business 5/8/2018	
1	Presentation	SAP Proposed Updates and Additional Priorities Adoption	Bevan
		Business 5/15/2018	
1	Proclamation	Kids to Park Day	Lane
		Business 5/29/2018	

			Business 6/5/2018	
1	Presentation	Citizen's Academy Graduation		Lane
			Business 10/16/2018	
1		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	10 year Capital Improvement forecast 4/10		Cote
17	Presentation	Finalize 5 Year CIP 7/31		Cote
18	Resolution	Stormwater and Environmental Engineering Services WO		Cote/Peel
19	Resolution	Property Exchange NECGA		Falgout
20	Ordinance 1st	Coastal Trace FLUM		Papa
21	Ordinance 1st	Coastal Trace Rezoning		Papa
22	Ordinance	Rezoning Roberts Rd - FL Landmark Communities Properties		Papa
23	Ordinance	Rezoning Roberts Rd - Tuesday Corporation Property		Papa
24	Ordinance	Rezoning Roberts Road - Smith Properties		Papa