



**City of Palm Coast**  
**Agenda**  
**CITY COUNCIL BUSINESS**  
**MEETING**

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

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

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**Tuesday, May 15, 2018**

**9:00 AM**

**CITY HALL**

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**City Staff**

**Jim Landon, City Manager**

**William Reischmann, City Attorney**

**Virginia A. Smith, City Clerk**

- > Public Participation shall be in accordance with Section 286.0114 Florida Statutes.
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**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**ROLL CALL**

**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.

## **MINUTES**

- 1 APPROVE CITY COUNCIL MINUTES:  
MAY 1, 2018 BUSINESS MEETING  
MAY 8, 2018 WORKSHOP**

## **PROCLAMATIONS AND PRESENTATIONS**

- 2 PROCLAMATION KIDS RECOGNIZING MAY 19, 2018 AS "KIDS TO PARK DAY"**
- 3 PROCLAMATION RECOGNIZING MAY AS "DRUG COURT MONTH"**
- 4 PRESENTATION OF THE HAMMOCK PICKLEBALL CUP PROCEEDS DONATION TO THE CITY OF PALM COAST**

## **ORDINANCES SECOND READ**

- 5 ORDINANCE 2018-XX AMENDING SECTION 3.04.05 OF THE CITY'S ULDC TO INCLUDE ADDITIONAL INCENTIVES FOR CERTAIN AREAS IN THE PALM COAST/FLAGLER COUNTY AIRPORT MASTER PLAN.**
- 6 ORDINANCE 2018-XX TO REZONE 40 COLECHESTER LANE FROM MFR-1 TO SFR-1 AS INDICATED BY APPLICATION 3449.**

## **RESOLUTIONS**

- 7 RESOLUTION 2018-XX APPROVING THE FIRST AMENDMENT AND RESTATEMENT OF THE EXISTING EASEMENT AGREEMENT WITH DUNES CDD AND APPROVING THE PURCHASE OF MATERIALS AND RELATED EXPENSES FOR THE PALM HARBOR PARKWAY LANDSCAPE IMPROVEMENTS**

## **CONSENT**

- 8 RESOLUTION 2018-XX APPROVING THE 2018 FIND GRANT FOR THE WATERWAY CLEANUP**
- 9 RESOLUTION 2018-XX APPROVING CONTRACTS WITH DANELLA CONSTRUCTION CORPORATION OF FLORIDA, INC., AND PRECISION CONTRACTING SERVICES, INC., FOR ROUTINE FIBER OPTIC MAINTENANCE AND INSTALLATION SERVICES**



- 10 RESOLUTION 2018-XX APPROVING CONSTRUCTION CONTRACTS FOR STORMWATER PIPE REPLACEMENT AND REHABILITATION PROJECT**
- 11 RESOLUTION 2018-XX APPROVING CONTRACT WITH AMERICAN JANITORIAL INCORPORATED (AJI) FOR ANNUAL CITYWIDE JANITORIAL CLEANING**

**PUBLIC PARTICIPATION**

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

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

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

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

**ADJOURNMENT**

- 12 CALENDAR/WORKSHEET**

**ATTACHMENTS TO MINUTES**



## City of Palm Coast, Florida Agenda Item

Agenda Date: 05/15/2018

<b>Department Item Key</b>	CITY CLERK	<b>Amount Account</b>
<b>Subject</b>	APPROVE CITY COUNCIL MINUTES: MAY 1, 2018 BUSINESS MEETING MAY 8, 2018 WORKSHOP	
<b>Background :</b>		
<b>Recommended Action :</b>	Approve City Council Minutes: May 1, 2018 Business Meeting May 8, 2018 Workshop	





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

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

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

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**Tuesday, May 1, 2018**

**6:00 PM**

**CITY HALL**

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**City Staff**

**Jim Landon, City Manager**

**William Reischmann, City Attorney**

**Virginia A. Smith, City Clerk**

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**CALL TO ORDER**

*Vice Mayor Cuff called the meeting to order at 6:00 p.m.*

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**ROLL CALL**

*City Clerk Virginia Smith called the roll. Mayor Holland and Council Member Nobile were excused.*

**PUBLIC PARTICIPATION**

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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.

*Robert MacDonald - Thanked Council Member Nobile for his service.*

*Brian Rosen reported on a Town Howl meeting at the Flagler Humane Society event. Ans: Mr. Landon - We have very strong anti-cruelty, not just anti-tethering but anti cruelty for a variety reasons. As a result from correspondence from the Humane Society, animal control is working with the Humane Society to see if we are covered; if tethering and other cruelty items are in our ordinances. Barbara Grossman is looking at that with the Humane Society and if the Humane Society recommends we do something to strengthen our ordinances, we will bring it to Council.*

*CM Shipley: What our ordinance says now is that we cannot deny a dog food, shelter, and protection but it does not actually say, you can't tether a dog for the whole day. It is just a matter of changing the wording a little bit to make sure it is specific that you cannot leave a dog outside all day. Ans: Attorney Reischmann - Our office is already in communication with Ms. Grossman to review the ordinances.*

## **MINUTES**

### **1 CITY COUNCIL MINUTES: APRIL 17, 2018 BUSINESS MEETING APRIL 24, 2018 WORKSHOP**

**Pass**

**Motion made to approve made by Council Member Klufas and seconded by Council Member Shipley**

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

## **PROCLAMATIONS AND PRESENTATIONS**

### **2 PRESENTATION OF THE MAYOR'S 30/30 CHALLENGE AWARD**

*This item was requested to be moved*

*This Mayor's 30/30 challenge was moved until the presenters arrive. This item was heard at 6:28 p.m. following Item 7.*

*Ms. Cindi Lane presented the award to representatives from the Buddy Taylor Middle School.*

### **3 PROCLAMATION MOTORCYCLE AWARENESS MONTH**



*CM Klufas presented this Proclamation.*

**4 PROCLAMATION – MAY 6, 2018 THROUGH MAY 12, 2018 AS “NURSES WEEK”**

*CM Shipley presented this Proclamation to nurses of Florida Hospital-Flagler.*

**5 PROCLAMATION RECOGNIZE APRIL 29, 2018 THROUGH MAY 5, 2018 AS PUBLIC SERVICE RECOGNITION WEEK**

*CM Klufas presented this Proclamation to Ms. Terry Jarvis of the Utility Department for serving the City of Palm Coast for 35 years.*

**6 PROCLAMATION DESIGNATING MAY 5, 2018 AS ARBOR DAY**

*VM Cuff presented this Proclamation to Ms. Carol Mini, Urban Forester for the City of Palm Coast.*

**7 PROCLAMATION AMERICAN LUNG**

*CM Shipley presented this Proclamation to Susan Kurtz, Board Member of the American Lung Association of Central Florida.*

*Item 2 was heard at this time.*

**8 PRESENTATION ON PUBLIC SAFETY UPDATES BY SHERIFF STALY**

*Sheriff Staly provided Council with a PowerPoint presentation, which is attached to these minutes. A question and answer period followed.*

*VM Cuff: I have one question back when you were talking about the increase in 911 calls, which is understandable given the population. Do you have any idea how often your 911 or the County 911 ends up being a defacto information. How many of those are a legitimate need for law enforcement opposed to where do I pay my traffic ticket. Ans: Sheriff Staly - I do not. We do not track the calls that way. I was a dispatcher very early in my career. I ran the Orange County Communication Center. I can tell you, during one hurricane in Orange County, we had someone call 911 because their cable TV was out. We do have the misuse and we educate as much as we can but people do misuse 911.*

*VM Cuff-Increase in 911 calls, it is understandable, given the population, how often is the 911 system a defacto information plea and how many are a legitimate need? Ans: Sheriff Staly-We do not track the calls that way.*

**ORDINANCES FIRST READ**

**9 ORDINANCE 2018-XX AMENDING SECTION 3.04.05 OF THE CITY'S UNIFIED LAND DEVELOPMENT CODE (ULDC) TO INCLUDE ADDITIONAL INCENTIVE(S) FOR AREAS WITHIN THE PALM COAST/FLAGLER COUNTY AIRPORT AREA MASTER PLAN**



*City Attorney Reischmann read the title of the ordinance into the record.*

*Mr. Landon gave a brief summary of the item.*

*CM Shipley-Is this touching the land we are having the issue with the County? Or does this change it.? Ans: Mr. Landon-It does not change it. We have told them in writing that they would not have to follow higher standards. This just basically confirms that. Ans: Attorney Reischmann - It really is apples and oranges. This really has to do with the wetlands issues and that is not pertinent to the issue of the subject of our earlier discussion and the controversy. Those have to do with the provision of utilities, water and waste water. This has nothing to do with potable water and waste water.*

*Public Comment:*

*There were no public comments.*

**Pass**

**Motion made to Approved as amended on first reading made by Council Member Klufas and seconded by Council Member Shipley**

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

## **RESOLUTIONS**

### **10 RESOLUTION 2018-XX – AUTHORIZING GRANT APPLICATION TO FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR INNOVATION DISTRICT INITIATIVES R20180059**

*Mr. Landon provided a brief overview to this item. Ms. Wynn Newingham presented a PowerPoint, which is attached to these minutes.*

*There were no public comments.*

**Pass**

**Motion made to approve made by Council Member Shipley and seconded by Council Member Klufas**

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

## **OTHER BUSINESS**

### **11 DISCUSSION ON COUNCIL VACANCY PROCEDURE**

*VM Cuff-Suggested to move this item until next Tuesday's workshop. Council concurred.*



**CONSENT**-There were no public comments on the consent agenda.

- 12 RESOLUTION 2018-XX APPROVING AN OPTION AND GROUND LEASE AGREEMENT WITH DIAMOND TOWERS V LLC FOR CONSTRUCTION OF A TELECOMMUNICATIONS TOWER AT 1505 PALM HARBOR PARKWAY R20180060**

**Pass**

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

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

- 13 RESOLUTION 2018-XXX APPROVING A WORK ORDER TO MCKIM & CREED, INC., FOR ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR THE WHITEVIEW PKWY FORCEMAIN CROSSING PROJECT**

**R20180061**

**Pass**

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

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

- 14 RESOLUTION 2018-XX APPROVING A WORK ORDER TO CONNECT CONSULTING INC., FOR THE REBUILD/REHABILITATION AND TESTING OF SW-4R**

**R20180062**

**Pass**

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

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

- 15 RESOLUTION 2018-XX APPROVING A WORK ORDER TO CONNECT CONSULTING INC., FOR THE PUMP INSPECTION AND REHABILITATION OF WELL LW-49**

**R20180063**

**Pass**

**Motion made to Adopt on consent made by Council Member Klufas and seconded by Mayor Holland**



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

- 16 RESOLUTION 2018-XX APPROVING A WORK ORDER TO CONNECT CONSULTING INC., FOR PROFESSIONAL SERVICES TO MODIFY CONSUMPTIVE USE PERMIT NO. 1947  
R20180064**

**Pass**

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

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

- 17 RESOLUTION 2018-XX APPROVING A CONTRACT WITH SGS CONTRACTING SERVICES, INC., FOR THE CONSTRUCTION OF THE WWTP NO. 1 ODOR CONTROL PROJECT  
R20180065**

**Pass**

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

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

#### **PUBLIC PARTICIPATION**

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

*Jon Netts - Congratulated David Ayers and his staff for the 10th Anniversary of WNZF.*

*George Mayo - Supports anti-tethering laws; Motorcycle Awareness - he would like to see something on the website educating the public on motorcycle safety; Fire safety awareness - Palm Coast has a burn ban.*

*Mr. Neilebock -Tethering law-You may want to look at electronic leashes too.*

*Brian Rosen - Supports anti-tethering law. Avid bicycle rider-include these riders in your awareness also.*

*Responses to Public Comments:*

*Radio Station-VM Cuff- gave accolades to the radio anniversary.*

*Safety issues-staff is taking note on the animal cruelty, motorcycle and fire safety awareness measures.*

#### **DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA**



*CM Shipley- I have two things. I am not going to run for office again and I wanted everyone to know tonight and second, I will not be here next week. My stepdaughter is getting married so I am going to the wedding.*

*CM Klufas - I am looking forward to Arbor Day this weekend. I am sorry to hear we will be saying good-bye to Heidi this election and hope the wedding goes well.*

*VM Cuff - Just to echo Nick's comments. I am sorry to hear that you will be leaving us as well. I am sure the wedding will be much more exciting than the workshop.*

#### **DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA**

*Nothing at this time.*

#### **DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA**

*It has recently been announced that the City of Palm Coast for the 13th consecutive year as Tree City USA and also the Tree City Growth Award for 12 times in a row. Arbor Day this Saturday-May 5 here at Central Park. Shredding services will be available at Arbor Day.*

#### **ADJOURNMENT**

*The meeting was adjourned at 7:20 P.M.*

*Respectfully submitted by: Virginia A. Smith, MMC  
City Clerk*





# City of Palm Coast Minutes CITY COUNCIL WORKSHOP

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

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

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**Tuesday, May 8, 2018**

**9:00 AM**

**COMMUNITY WING**

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**City Staff**

**Jim Landon, City Manager**

**William Reischmann, City Attorney**

**Virginia A. Smith, City Clerk**

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**A CALL TO ORDER**

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

**B PLEDGE OF ALLEGIANCE TO THE FLAG**

**C ROLL CALL**

*Ms. Smith called the roll. All members were present.*

**D PUBLIC PARTICIPATION**

*Robert MacDonald-thanked CM Nobile on his service.*

*Ceila Pugliese-Tax District on Waterfront Homes and Florida Park Drive.*

*John Brady-Golf Course revenue and expenses; City infrastructure and paths.*

*Mr. Nielebock-Florida Park Drive-speed humps.*



*Donna Gordon-Tax District on canals is not fair.*

*Eddie Branquinho-Announces his run for City Council Seat 4. Promises to work.*

*Responses to Public Comments:*

*Canal Tax District-Mayor Holland-It will be an upcoming issue for Council discussion in the future.*

## **E PRESENTATIONS**

### **1 DISCUSSION ON COUNCIL VACANCY PROCEDURE**

*Attorney Reischmann provided an overview to this item.*

*Council discussed the process and directed the Clerk how to proceed.*

### **2 PRESENTATION OF CURRENT YEAR-TO-DATE BUDGET**

*Ms. Helena Alves and Ms. Lina Williams presented a PowerPoint presentation, which is attached to these minutes.*

*Mayor Holland-Did the Business Tax bill pass, which will limit our ability to collect? Ans: Ms. Alves-We have not heard about this passing.*

*Mayor Holland-Small county surtax-how long is that in place for? Ans: Ms. Alves-I believe it was approved in 2012. Mr. Landon-I believe this is long term.*

*Mayor Holland-How are we determined to be a small county? Census? Ans: Ms. Alves-I have not received any information that this designation will change anytime soon.*

*Mayor Holland-Communication tax decreasing? Ans: Ms. Alves-We see it declining due to bundling and landlines that are diminishing and people are using more cell phones.*

*Mayor Holland-Homestead exemption-How will that impact us? Ans: Ms. Alves-It will not impact us in the 2019 budget. We have not receive notice yet for the following year.*

*CM Nobile-Are we going to have to increase our millage rate? Ans: Mr. Landon-Yes, the Cities and the County will have to make adjustments.*

*Mayor Holland-Do we know who has spent what amount? Ans: Ms. Williams-Yes, we meet quarterly with each department. I review monthly.*

*Mayor Holland-When we are struck with a hurricane, can we receive reimbursement from FEMA? Ans: Mr. Landon-Yes, we do submit for reimbursement.*



*Mayor Holland-Did the Community Center come in underbudget or at budget?*  
*Ans: Mr. Landon-It did not come in over budget, not sure if it was under or right on budget.*

*Mayor Holland-Where do the remaining funds go when under budget?* *Ans: Mr. Landon-Remains in the fund and you see it in the ending balance and then those funds are available next year.*

*Mayor Holland-How do we estimate how much we will get from FEMA?* *Ans: Ms. Alves-It is an average and depends on the timing of the clean-up.*

*Mayor Holland-Do we know what the reimbursement rate is from the contractor we use?* *Ans: Mr. Landon-It is one of the national companies that we went out to bid to hire.*

*Mayor Holland-How long will it take to get these funds back?* *Ans: Mr. Landon-We are working it all the time. We cannot give you a guess on the timeline.*

*VM Cuff-I am assuming that the new lift stations and the treatment plants will help reduce this amount?* *Ans: Mr. Landon-So will the other projects, the force main under the interstate (that you approve), we have major projects in utility that is capital projects to lower the operating costs and make it more reliable and that is where the generators come in; the storms showed us where some of the capacity issues were for sewer in particular and that is where we are focused.*

*Mayor Holland-I am assuming property values are going up, do we know?* *Ans: Ms. Williams-We will know June 1.*

### **3 RESOLUTION 2018-XX APPROVING CONSTRUCTION CONTRACTS FOR STORMWATER PIPE REPLACEMENT AND REHABILITATION PROJECT**

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

*Mayor Holland-Is this an unexpected cost?* *Ans: Mr. Landon-Yes.*

*Mayor Holland-How many miles of stormwater pipes do we have in the City?*  
*Ans: Mr. Cote-We have classified them into regular pipes and major crossings-major crossing are classified due to the size of them.*

*Mayor Holland-When FDOT rates our roads and bridges, they prioritize the need to repair or replace, do we have a similar program to determine failure, I am assuming the word failure was one for unforeseen, but was it due to aging, salt water, the material...are we looking at aging infrastructure and infrastructure that is not conducive to a sustainable level?* *Ans: Mr. Landon-Yes, ITT put in most of the infrastructure at the same time; to last 30-50 year life span. We have the same issue where it will all need to be replaced around the same time. ITT did not necessarily put in the top quality materials. This is why we have a program to replace pipes.*



*CM Nobile-We can't find the money anywhere else but the General Fund? Ans: Ms. Alves-That is where we have unassigned reserve funds.*

*CM Nobile-We are at 11% unassigned right now? Ans: Ms. Alves-At worst case scenario, if we do not receive any reimbursement from FEMA.*

**4 RESOLUTION 2018-XX APPROVING THE FIRST AMENDMENT AND RESTATEMENT OF THE EXISTING EASEMENT AGREEMENT WITH DUNES CDD AND APPROVING THE PURCHASE OF MATERIALS AND RELATED EXPENSES FOR THE PALM HARBOR PARKWAY LANDSCAPE IMPROVEMENTS**

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

*CM Nobile-Can we wait until we have been reimbursed from FEMA before we do this project? Ans: Mr. Landon-This project was planned last year, so we have already delayed it. It is not by any means a critical project; it is up to City Council if you want to delay it or not*

**F WRITTEN ITEMS**

**5 RESOLUTION 2018-XX APPROVING THE 2018 FIND GRANT FOR THE WATERWAY CLEANUP**

*Mr. Landon provided a brief overview to this item.*

**6 RESOLUTION 2018-XX, APPROVING CONTRACTS WITH DANELLA CONSTRUCTION CORPORATION OF FLORIDA, INC., AND PRECISION CONTRACTING SERVICES, INC., FOR ROUTINE FIBER OPTIC MAINTENANCE AND INSTALLATION SERVICES**

*Mr. Landon provided a brief overview to this item.*

**7 RESOLUTION 2018-XX APPROVING CONTRACT WITH AMERICAN JANITORIAL INCORPORATED (AJI) FOR ANNUAL CITYWIDE JANITORIAL CLEANING**

*Mr. Landon provided a brief overview to this item.*

*CM Klufas –Will the City have the ability to terminate the contract without cause. Attorney Reischmann confirmed.*

**G PUBLIC PARTICIPATION**

*Louis McCarthy-Wished Mr. Nobile well. Thanked him for his service. And wished all mothers out there a “Happy Mother’s Day”*

*Jon Netts-Please look at European Village exit.*



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

*CM Nobile-Thanked everyone for their kind words and the goodbye bagel mania.*

*CM Cuff-European Village median issue raised by Mr. Netts. Mr. Landon-We will look at it and try to make sure people can see it.*

*Mayor Holland thanked VM Cuff for attending many functions for her last week as she was out from strep throat.*

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

*Nothing at this time.*

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

*Mr. Landon-One of the events that VM Cuff attended was Arbor Day. VM Cuff- Arbor Day was fun and was really struck at the attendance of the event as well as the enthusiasm of City staff. Thanked City staff for putting on a great event.*

*Mr. Landon-Arbor Day is one of our annual events. Always a bit hit. We try to expand it every year. This year's theme was recycling. Movie in the Park this week is Wonder Woman.*

*Food truck Tuesday next Tuesday.*

*Ribbon cutting ceremony for the WasteWater Treatment Plant is June 5 from 4pm to 6pm.*

**K ADJOURNMENT**

*The meeting was adjourned at 11:02 a.m.*

**8 CALENDAR/WORKSHEET**

**ATTACHMENTS TO MINUTES**



## City of Palm Coast, Florida Agenda Item

Agenda Date : 5/15/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	3472	<b>Account</b>
		<b>#</b>
<b>Subject</b>	PROCLAMATION RECOGNIZING MAY 19, 2018 AS “KIDS TO PARK DAY”	
<b>Background :</b>	The National Park Trust Organization has requested the City of Palm Coast proclaim May 19, 2018 as “Kids to Park Day.”	
<b>Recommended Action :</b>	Proclaim May 19, 2018 as “Kids to Park Day”	





## PROCLAMATION

**Whereas**, May 19<sup>th</sup>, 2018, is the eighth Kids to Parks Day organized and launched by the National Park Trust, held annually on the third Saturday of May; and

**Whereas**, Kids to Parks Day empowers kids and encourages families to get outdoors and visit the beautiful parks in Palm Coast, around Florida and across the United States of America; and

**Whereas**, it is important to introduce a new generation to our nation's parks; and

**Whereas**, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes mellitus, hypertension and hypercholesterolemia; and

**Whereas**, Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and

**Whereas**, Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and

**Whereas**, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and

**Whereas**, the City of Palm Coast offers recreation programs such as Playground Pals, Teddy Bear Picnic, Nature/Fitness Walks, Summer Camp and Night Tours, and special events such as Parks & Play Night, to encourage families to enjoy our parks.

**Now, Therefore, Be It Proclaimed**, by the Mayor and the City Council of the City of Palm Coast, Florida, that May 19<sup>th</sup>, 2018, is

## “KIDS TO PARKS DAY”

in Palm Coast and encourages all residents of Palm Coast to make time to take the children in their lives to a neighborhood, City, State or National Park.

**SIGNED** this 15th day of May 2018.

CITY OF PALM COAST, FLORIDA

Witnessed by:

\_\_\_\_\_  
Milissa Holland, Mayor

\_\_\_\_\_  
Virginia A. Smith, City Clerk



## City of Palm Coast, Florida Agenda Item

Agenda Date : 05/15/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	3470	<b>Account</b>
		<b>#</b>
<b>Subject</b>	PROCLAMATION RECOGNIZING MAY AS “DRUG COURT MONTH”	
<b>Background :</b> The Seventh Judicial Circuit of Florida requests that the City of Palm Coast proclaim May as Drug Court Month.		
<b>Recommended Action :</b> Present proclamation recognizing May as Drug Court Month		





## PROCLAMATION

**WHEREAS**, drug courts are an effective tool for reducing substance abuse and crime in our criminal justice system; and

**WHEREAS**, for more than 25 years, drug courts have been restoring lives, reuniting families and making communities across the nation safe through more than 3,200 operational drug courts ; and

**WHEREAS**, drug courts facilitate community-wide partnerships, bringing together public safety and public health professionals in the fight against drug abuse and criminality; and

**WHEREAS**, research shows that drug courts are demonstratively effective and significantly improve substance-abuse treatment outcomes, substantially reduce drug abuse and crime, and do so at a lower cost than any other justice strategy; and

**WHEREAS**, Flagler County Adult Drug Court began in 2006 and 154 people have graduated from the program; and

**WHEREAS**, 77 percent of Flagler County Adult Drug Court graduates had no new felony charges and 85 percent of graduates had no new drug charges; and

**WHEREAS**, the judges, attorneys, treatment and rehabilitation professionals, court personnel and others dedicated to drug courts and similar programs are healing families in this community; and

**WHEREAS**, the City Council of the City of Palm Coast recognizes the successful work of the practitioners and drug court participants to reduce the impact of drug abuse in our community.

**NOW, THEREFORE BE IT PROCLAIMED**, that the Mayor and the City Council of the City of Palm Coast does hereby recognize May 2018 as:

## “DRUG COURT MONTH”

and urges all citizens to recognize the significant contributions of drug courts and congratulate this year’s drug court graduates.

**Signed** this 15th day of May 2018.

ATTEST:

CITY OF PALM COAST

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Virginia A. Smith, City Clerk

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Milissa Holland, Mayor



## City of Palm Coast, Florida

### Agenda Item

Agenda Date : 05/15/2018

<b>Department</b>	PARK & RECREATION	<b>Amount</b>
<b>Item Key</b>	3471	<b>Account</b>
<b>Subject</b>	PRESENTATION OF THE HAMMOCK PICKLEBALL CUP AND A DONATION OF PROCEEDS TO CITY OF PALM COAST	
<b>Background :</b>	Staff and a representative of the US Pickleball Association of Flagler County will provide Council with a presentation and a check. The Pickleball Association held the Hammock Pickleball CUP and is donating proceeds to the City of Palm Coast for the Parks and Recreation Department.	
<b>Recommended Action :</b>	Presentation only	



# City of Palm Coast, Florida



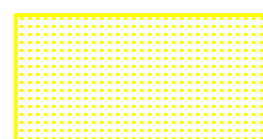



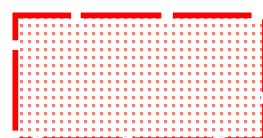

## Agenda Item

Agenda Date : 05/15/2018

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	3124	<b>Account</b>
<b>Subject</b>	ORDINANCE 2018-XX AMENDING SECTION 3.04.05 OF THE CITY'S ULDC TO INCLUDE ADDITIONAL INCENTIVES FOR CERTAIN AREAS IN THE PALM COAST/FLAGLER COUNTY AIRPORT MASTER PLAN.	
<b>Background :</b> <b><u>Update from May 1, 2018 Business Meeting</u></b> This item was heard by City Council at their April 24, 2018 Workshop. There were no changes suggested to this item.  <b><u>Original Background from the May 1, 2018 Business Meeting</u></b> In 2009, an Airport Master Plan study was completed for approximately 14,000 acres in and around Flagler County Airport. The study was a cooperative effort amongst local jurisdictions and stakeholders aimed at guiding appropriate development, especially “targeted industries,” to the airport area.  The study area boundary is generally described as Royal Palms Parkway to the north, the Palm Coast City limits to the west, Old Kings Highway to the east, and the Palm Coast City limits to the south. It includes the City’s Community Revitalization Area (CRA) north of State Road 100, the Town Center and Grand Landings Master Planned Developments (MPDs), Flagler Palm Coast High School and the Gateway Overlay Zone.  Based on the study (referred to as the Palm Coast/Flagler County Airport Area Master Plan), the Palm Coast City Council adopted Airport Area Economic Regulations July 21, 2009 with the approval of Ordinance 2009-17.  The proposed Ordinance is the City’s update to Ordinance 2009-17 to include additional incentives for certain properties included in the Palm Coast/Flagler County Airport Area Master Plan. Specifically for Opportunity Areas A and C, State and Federal wetland permitting standards shall be considered as acceptable documentation to verify compliance with the City’s ULDC and Comprehensive Plan.		
<b>Recommended Action:</b> Approve Ordinance 2018-Xx Amending Section 3.04.05 of the City’s ULDC to include additional incentive(s) for areas within the Palm Coast/Flagler County Airport Area Master Plan.		



# Airport Master Plan Study



Airport Master Plan Area

Airport Property

Opportunity Sites

In Airport MPA, Outside of City Limits

CRA


2009 EDA

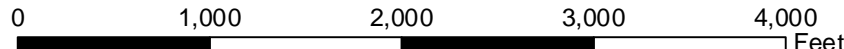
Palm Coast City Limits


City of Bunnell

2017 FDOT Aerial Imagery

Date: 3/22/2018









**ORDINANCE 2018-\_\_\_\_**  
**AMENDMENT TO AIRPORT AREA ECONOMIC**  
**DEVELOPMENT INCENTIVE REGULATIONS**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE CITY OF PALM COAST LAND DEVELOPMENT CODE TO ADOPT AIRPORT AREA ECONOMIC DEVELOPMENT INCENTIVE REGULATIONS; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND EFFECTIVE DATE**

**WHEREAS**, the City of Palm Coast Planning and Land Development Regulation Board, with the assistance of the Citizens Advisory Committee and City staff, developed and prepared a City of Palm Coast Comprehensive Plan, which Comprehensive Plan was enacted by the City Council of the City of Palm Coast in Ordinance Number 2004-8; and

**WHEREAS**, the City Council of the City of Palm Coast has taken appropriate actions under the provisions of State law to implement its Comprehensive Plan with the enactment of the City's Unified Land Development Code in Ordinance Number 2008-23; and

**WHEREAS**, this Ordinance is enacted in accordance with the provisions of the Local Government Comprehensive Planning and Land Development Regulation Act as codified in Part II, Chapter 163, Florida Statutes and Ordinance 2008-23, the City's Unified Land Development Code; and

**WHEREAS**, additionally, the City Council of the City of Palm Coast may act in accordance with the provisions of Article VIII, Section 2(b) of the Constitution of the State of Florida, which provides, in pertinent part, that "municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law and Fla. Stat. 166.021"; and



**WHEREAS**, the City of Palm Coast Community Development Department, along with the assistance and participation of the Flagler County Airport, Enterprise Flagler, the City of Bunnell and Flagler County, as well with input from residents and business owners of the City, developed and prepared a Palm Coast/Flagler County Airport Area Master Plan in 2009; and

**WHEREAS**, the City of Palm Coast has reviewed the 2009 Airport Master Plan and is making recommendations to Section 3.04.05 of the Unified Land Development Code to support continued implementation of the Palm Coast/Flagler County Airport Area Master Plan to enable the continued realization of the community economic development objectives that have been identified by the Flagler County Airport, Flagler County Government, the City of Palm Coast, the City of Bunnell, and Enterprise Flagler. Said objectives including, but not limited to, the development of the Flagler County Airport as an engine for the regional economy; and

**WHEREAS**, this Ordinance is enacted under the general home rule, police powers, and land development regulatory powers of the City of Palm Coast; and

**WHEREAS**, the City of Palm Coast has complied with all requirements and procedures of Florida law in processing, noticing and advertising this Ordinance, including, but not limited to, full and deliberate review and analysis by the Planning and Land Development Regulation Board which has recommended approval of this Ordinance by the City Council.

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

**SECTION 1. LEGISLATIVE FINDINGS AND INTENT.**

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

The Airport Area Economic Development Incentive Regulations are intended to enable continued, compatible, development of the Flagler County Airport and areas adjacent to the Airport that will stimulate private investment and job creation.

**SECTION 2. APPLICABILITY.**

The special provisions established in this Ordinance shall apply to areas designated as Economic Development Areas and Airport Gateway Opportunity Areas as depicted in the

Ordinance 2018-\_\_\_\_\_



map within **Exhibit B**.

**SECTION 3. ADOPTION OF AIRPORT AREA ECONOMIC DEVELOPMENT INCENTIVE REGULATIONS.**

- (a) **Exhibit A** is hereby adopted into the text of the Ordinance.
- (b) The City Manager is hereby authorized and directed to take any and all necessary administrative actions in order to implement the provisions of this Ordinance.

**SECTION 4. CODIFICATION.**

It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the actions taken by means of this Ordinance as set forth in the Exhibits shall become and be made a part of the Unified Land *Development Code of the City of Palm Coast*; that the Sections of this Ordinance may be renumbered or re-entered to accomplish such intention; that the word, "Ordinance," may be changed to "Section," "Article," or other appropriate word;

provided, that the Land Use Administrator, shall take all necessary actions to modify the Official Zoning Map of the City of Palm Coast in order to implement the actions taken in this Ordinance.

**SECTION 5. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

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

**SECTION 7. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon its passage and adoption.



**APPROVED** on first reading this 1<sup>st</sup> day of May 2018.

**ADOPTED** on the second reading after due public notice and hearing City of Palm Coast this 15th day of May 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
Milissa Holland, Mayor

\_\_\_\_\_  
Virginia A. Smith, City Clerk

Attachments:

Exhibit A- Ordinance Regulation Sections

Exhibit B- Palm Coast/Flagler County Airport Area Master Plan Map

Exhibit C- Opportunity Area A and C

Approved as to form and legality:

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



## **EXHIBIT A**

### **3.04.05. *Airport Area Economic Development Incentive.***

- A. *Purpose.* The Palm Coast/Flagler County Airport Area Master Plan proposes specific areas for targeted economic development called Economic Development Areas (EDA). The Airport Area Economic Development Incentive specifies allowable uses and development standards for each EDA. These uses and standards are intended to encourage the development of targeted businesses and other industries at specific locations. The Airport Area Economic Development Incentive can be applied to three distinct areas, which are expected to develop with different intensities and development patterns: EDA-1, EDA-2, and EDA-3 [\[u\]](#) (see Exhibit A to Ord. No. 2009-17).

In order to encourage the desired development to occur within the EDAs specific location-based incentives have been developed. Property-owners (agents) that seek development approval through the Master Planned Development (MPD) rezone process may apply for the location-based development incentives. In addition to the location-based incentives, MPD projects located within the EDAs may also apply for performance-based bonuses. This section (1) introduces the EDA areas and the associated location-based incentives, (2) outlines the processes to access the location-based incentives and (3) introduces performance-based development bonuses that may be available to qualifying development.

Portions of EDA Areas 1, 2, 3 are currently outside City boundaries. Airport Opportunity Areas A and C are currently outside the City boundaries.

B. *Economic development areas.*

EDA #1 is located adjacent to the southeast side of the airport between the airport's boundary and Seminole Woods Boulevard. EDA #1 is intended to provide for industrial and office development that is compatible with the continuing operation and expansion of the Flagler County Airport.

EDA #2 is located on the north side of Seminole Woods Boulevard. EDA #2 is intended to provide for compact mixed-use development. This area shall be developed as a neighborhood center characterized by employment and retail opportunities. Development shall emphasize pedestrian connectivity to the surrounding residential areas and established neighborhoods.

EDA #3 is located between I-95 and Old Kings Highway. EDA #3 is intended to attract larger corporate office development and foster the development of a campus-like corporate park. Potential users include corporate offices, hotels, higher-density residential, and support uses that benefit from the close proximity to, and with high visibility from, Interstate 95.

C. *Opportunity Areas A and C*

Opportunity Area A is located on SR 100 north of the Airport and across from Palm Coast's State Road 100 Community Redevelopment Area and the Gateway Overlay Zone. This area is located within Flagler County, is approximately 30 acres, and has commercial zoning. This site was identified as Opportunity Area A in the 2009 Palm Coast/Flagler County Airport Master .

Opportunity Area C is located on SR 100 north of the Airport and across from Palm Coast's State Road 100 Community Redevelopment Area and the Gateway Overlay Zone. This area is approximately 81 acres, located within Flagler County and has PUD zoning. This site was identified as Opportunity Area C in the 2009 Palm Coast/Flagler County Airport Master Plan.

- DG. *Applicability.* The development incentives and development standards contained in this section shall apply to all new development and redevelopment of sites within the EDAs and



Opportunity Areas A and C. The incentives and standards are intended to encourage targeted industry development within the EDAs to promote superior site and building design, and improve the functional arrangement of buildings and site components, such as parking, utilities, loading, and service areas, and promote a shared vision and compatible built environment as it relates to the SR 100 corridor, which includes the City of Palm Coast's Community Revitalization Area (CRA), Gateway Overlay Zone and Towncenter Master Planned Development (MPD) related-development on the northern side of SR 100.

**E-D. Approval process.** Owners of property within the EDAs have the option of developing under two scenarios as follows:

1. *Current zoning based (entitlement) development.* Applicants have the option of developing their properties subject to the zoning classification of the property. Properties developed based on their current zoning are not eligible for any incentives.
2. *Rezone to Master Planned Development (MPD).* Rezone the property to MPD which will qualify the property for incentives as follows:
  - a. Location-based incentives detailed in Subsection E.
  - b. Performance-based incentives that are outlined in Subsection F.

**E-E. Location-based development incentives.** In order to encourage economic development and job creation at the Economic Development Areas and implement the economic development objectives of the Palm Coast/Flagler County Airport Area Master Plan, the following location-based incentives may be utilized by development reviewed through the MPD process. Note that incentives may restrict building height and/or open space in certain areas. The existing zoning development thresholds are shown to illustrate the Overlay areas' incentives.

#### *Economic Development Area 1*

Current Zoning Thresholds					
Regulations	City of Palm Coast			Flagler County	
	PSP	COM-2	IND-1	IND-PUD	Incentives*
<b>Open Space</b>	30%	30%	30%	(1)	30%
<b>Height</b>	100' <sup>2</sup>	100' <sup>2</sup>	65' <sup>2</sup>	(1) <sup>2</sup>	100' <sup>2</sup>
<b>FAR</b>	.30	.40	.35	(1)	.50

(1) To be determined during the development agreement approval process.

(2) Must comply with the Airport Approach Hazard Overlay and FAR 77 requirements.

\* Location-based incentives available only through development participating in MPD process.

#### *Economic Development Area 2*

Flagler County					
Regulations	Current Zoning Thresholds			Incentives*	
	AC	NRC PUD	PUD	Mixed Use and Non-Residential	Residential
<b>Open Space</b>	75%	(1)	(1)	40% area wide	40% area wide
<b>Height</b>	No Max. <sup>2</sup>	(1) <sup>2</sup>	(1) <sup>2</sup>	75' <sup>2</sup>	45' <sup>2</sup>



<b>Res. Density</b>	1 unit/20 acres	1 unit/acre	1 unit/acre	12 units/acre	10 units/acre
<b>FAR</b>	N/A	(1)	(1)	.50	N/A
<b>ISR</b>	.25	(1)	(1)	.60	N/A

(1) To be determined during the development agreement approval process.

(2) Must comply with the Airport Approach Hazard Overlay and FAR 77 requirements.

\* Location based incentives available only through development participating in MPD process.

### *Economic Development Area 3*

<b>Flagler County</b>		
<b>Current Zoning</b>		
<b>Thresholds</b>		
<b>Regulations</b>	<b>AC</b>	<b>Incentives*</b>
<b>Open Space</b>	75%	40% per site
<b>Height</b>	No Max.	100' <sup>1</sup>
<b>Res. Density</b>	1 unit/20 acres	Min. 8 to Max. 12 units/acre
<b>FAR</b>	N/A	.55
<b>ISR</b>	.25	.60

(1) To be determined during the development agreement approval process.

\* Location based incentives available only through development participating in MPD process.

F. *Performance based development bonuses.* Performance-based development bonuses may be available for projects that are located within one of the EDAs and that are also utilizing the MPD approval process. These additional bonuses are meant to complement any financial or other incentives that may have been offered by the City to attract targeted developments to the economic development areas and do not exclude the use of additional incentives. These additional incentives shall be based on specific project design and/or satisfaction of other performance criteria as stipulated by the City through the use of a development agreement. Approval of the bonus, including terms and conditions shall be negotiated by the applicant with the City, on a case-by-case basis. Any potential incentives, developed during the negotiations with City, shall be detailed in an associated development agreement. Final approval of the development agreement and the potential use of incentives that may be utilized by the applicant will be at the discretion of the City Council.

#### *1. Non-residential intensity (floor area ratio-FAR) bonus.*

- a. Developments that incorporate the use of green building practices (as identified by the United States Green Building Council and/or the Florida Green Building Coalition including but not limited to, green roofs, energy efficient windows, solar energy, reused or recycled materials, renewable materials, use of grey water, etc.) in the design and materials of a building, and can demonstrate a significant energy and water consumption reduction may receive a maximum increase of 0.25 FAR.
- b. The use of shared parking helps reduce the amount of paved surface in the case of surface parking, or building mass in the case of structure parking. Therefore,



mixed-use projects within the EDA overlay using the shared parking standards would be eligible for an increase of 0.25 FAR.

2. *Open space requirement reduction bonus.*
  - a. Stormwater management facilities are considered "open space" for the purpose of meeting the open space requirement. Combining such facilities with neighboring properties may decrease the need for buffers around ponds. Therefore, the use of shared or off-site stormwater management facilities for multiple developments may allow for a reduction in the open space requirement of the master plan development by up to five percent.
  - b. Developments within the EDA overlay may reduce the open space requirement by a maximum of five percent if the development incorporates the use of a permeable or semi-permeable surface for parking spaces. The amount of permeable/semi-permeable surface shall be no less than the proposed reduction in open space. In no case shall stormwater requirements be reduced. Stormwater management facilities shall meet all applicable City and St. Johns River Water Management District rules and regulations.
3. *Parking space requirement reduction bonus.* The City encourages development design and use concepts that provide transportation alternatives that may reduce the dependence on and the use of automobiles. The use of Transportation Demand Management (TDM) practices in the design and construction of development projects may qualify a project for a reduction in minimum parking space requirements by a maximum of ten percent. TDM practices and facilities include but are not limited to:
  - Inclusion of employee drop-off and pick-up areas in the development;
  - Inclusion of cab (taxi) stand areas in the development;
  - Inclusion of on-site, employee service facilities such as, daycare facilities, cafeterias, etc., in the development;
  - Inclusion in project design and development of improved connections to planned or existing bike or pedestrian paths to the facility;
  - Provision of bicycle storage facilities (racks/lockers) and changing facilities for employees (locker rooms and showers); and,
  - Inclusion in project design and development of facilities to accommodate planned or existing mass transit (buses). This may include, but is not limited to, bus turnouts, bus shelters, bus lanes, and park and ride lots.
4. *Setback requirement reduction bonus.* The minimum required setbacks may be reduced by a maximum of five feet for the front setback and two feet for the rear and side setbacks if additional landscaping (must exceed 20 percent of the required plant material and provide a variety of species) is provided within the required buffer yards. Setback reductions are not available for parcels local on the following roadways: Seminole Woods Boulevard, Belle Terre Boulevard, and Old King's Road.
5. *Green development LEED certification (fee refund).* The Leadership in Energy and Environmental Design (LEED) Green Building Rating System, developed by the U.S. Green Building Council (USGBC), provides a suite of standards for environmentally sustainable construction. The Florida Green Building Coalition (FGBC) also offers Green Building certification. If a completed project receives a LEED certification from the USGBC, the developer may request a refund up to 60 percent of the associated Rezoning Application Fee and Technical Site Plan Application Review Fee. The applicant shall provide the City acceptable documentation of the project receiving LEED certification from the USGBC. If a completed project receives a Green Building certification from the FGBC, or an equivalent certification (such as the National Association of Home Builders National Green Building Standards), the developer may request a refund up to 40 percent of the associated Rezoning Fees and Site Development Review Fees. The applicant shall provide the City acceptable documentation of the project receiving LEED certification and Green Building



certification from the USGBC and the FGBC respectively, or documentation of an equivalent certification. The development agreement associated with the MPD project seeking this refund must contain language stating that the developer will be seeking said refunds upon completion of the project and after issuance of the certificate of occupancy.

Specifically for Opportunity Areas A and C, state and federal wetland permitting standards shall be considered as acceptable documentation to verify compliance with the City's ULDC and Comprehensive Plan.

Footnotes:-

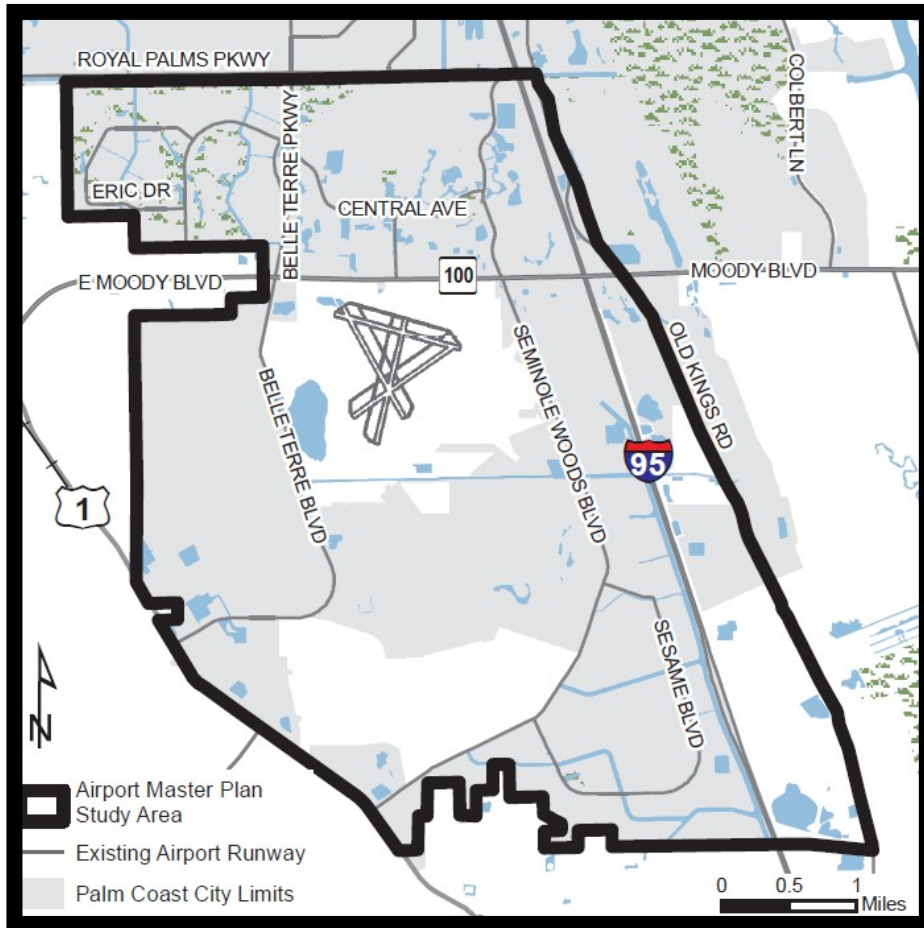
~~---(1)---~~

~~Areas 2, 3 and a portion of 1 are currently outside City boundaries.~~



## EXHIBIT B: LOCATION MAP

The boundaries of the Palm Coast/Flagler County Airport Area Master Plan are shown below





# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 5/15/2018

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	3213	<b>Account</b>
<b>Subject</b>	ORDINANCE 2018-XX TO REZONE 40 COLECHESTER LANE FROM MFR-1 TO SFR-1 AS INDICATED BY APPLICATION 3449.	
<b>Background :</b> <b><u>Update from February 6, 2018 Business Meeting</u></b> This item was heard by City Council at their February 6, 2018 Business Meeting. There were no changes suggested to this item.  <b><u>Original Background from the February 6, 2018 Business Meeting</u></b> The owner, in cooperation with the City, is proposing to rezone approximately .41 +/- acres on the east side of Colchester Lane from Multifamily – 1 (MFR-1) Single Family Residential -1 (SFR-1).  The subject property consists of approximately .41 acres of vacant land owned by Nuview IRA, Inc. The applicant has indicated a desire to rezone the property from Multifamily Residential -1 to Single Family Residential-1. This property was originally part of a larger parcel acquired and become part of the Long’s Creek Nature Preserve. This parcel was not purchased, and retained the MFR-1 zoning.  Over time, it has become apparent that developing the property for multifamily creates a number of challenges given the City’s requirements for this District. For example, the City’s Land Development Code would require commercial standards such as retention, landscaping, fire code and parking circulation. Rezoning the property to single family residential would simplify the development process in many respects and allow the site to be developed as two single-family lots. Single- family development is generally more suitable and compatible manner with the surrounding neighborhood.  Similar to other recent actions, the City has worked with the property owner to facilitate this rezoning.  The City Council voted to approve First Reading of this Ordinance on January 16, 2018.		
<b>Recommended Action :</b> ADOPT ORDINANCE 2018-XX TO REZONE 40 COLECHESTER LANE FROM MFR-1 TO SFR-1, PER APPLICATION 3449.		



**ORDINANCE NO. 2018-\_\_\_\_\_**  
**40 COLECHESTER LANE**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP AS ESTABLISHED IN SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; AMENDING THE OFFICIAL ZONING MAP FOR .41+ ACRES OF CERTAIN REAL PROPERTY DESCRIBED AS TAX PARCEL IDENTIFICATION NUMBER 07-11-31-7016-00020-0010, LOCATED AT 40 COLECHESTER LANE AND BEING MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A, FROM MULTIFAMILY RESIDENTIAL-1 (MFR-1) TO SINGLE FAMILY RESIDENTIAL-1 (SFR-1) ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast, as the governing body of the City, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes and the City of Palm Coast Unified Land Development Code, is authorized and empowered to consider applications relating to zoning; and

**WHEREAS**, the notice and public hearing requirements, as provided for in Chapter 2 (Review Authority, Enforcement, and Procedures) of the City of Palm Coast Unified Land Development Code have been satisfied; and

**WHEREAS**, the City Council of the City of Palm Coast has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of the various City reviewing departments, and the recommendation of the Planning and Land Development Regulation Board (PLDRB); and

**WHEREAS**, the City Council has considered the findings in the staff report and the following findings of fact:

1. The rezoning is consistent with the purposes, goals, objectives, and policies of the City of Palm Coast Comprehensive Plan;
2. The rezoning is compatible as defined in the Unified Land Development Code and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for rezoning;
3. The rezoning will result in a logical, timely and orderly development pattern;
4. The staff report has demonstrated sufficient justification that there are changed circumstances, which would require the rezoning request.



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

**SECTION 1. Legislative and Administrative Findings.** The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

**SECTION 2. Official Zoning Map Amended.** The .41 +/- acres of land, identified as tax parcel identification number **07-11-31-7016-00020-0010** located AT 40 Colechester Lane, legally described in “Exhibit A” and as depicted in “Exhibit B,” attached hereto, is hereby amended from the Multifamily Residential-1 (MFR-1) zoning district to Single Family Residential-1 (SFR-1) zoning district.

**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 Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

**SECTION 4. Conflicts.** All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

**SECTION 5. Effective Date.** This Ordinance shall become effective immediately upon its passage and adoption.

Approved on first reading this 6<sup>th</sup> day of February 2018.

Adopted on the second reading after due public notice and hearing City of Palm Coast this 15th day of May 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

\_\_\_\_\_  
VIRGINIA SMITH, CITY CLERK

Attachments:

Exhibit “A” – Legal Description of property subject to Official Zoning Map amendment  
Exhibit “B” – Revised Official Zoning Map



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Address: 40 Colechester Lane., Palm Coast, FL. The parcel is also referred to as:

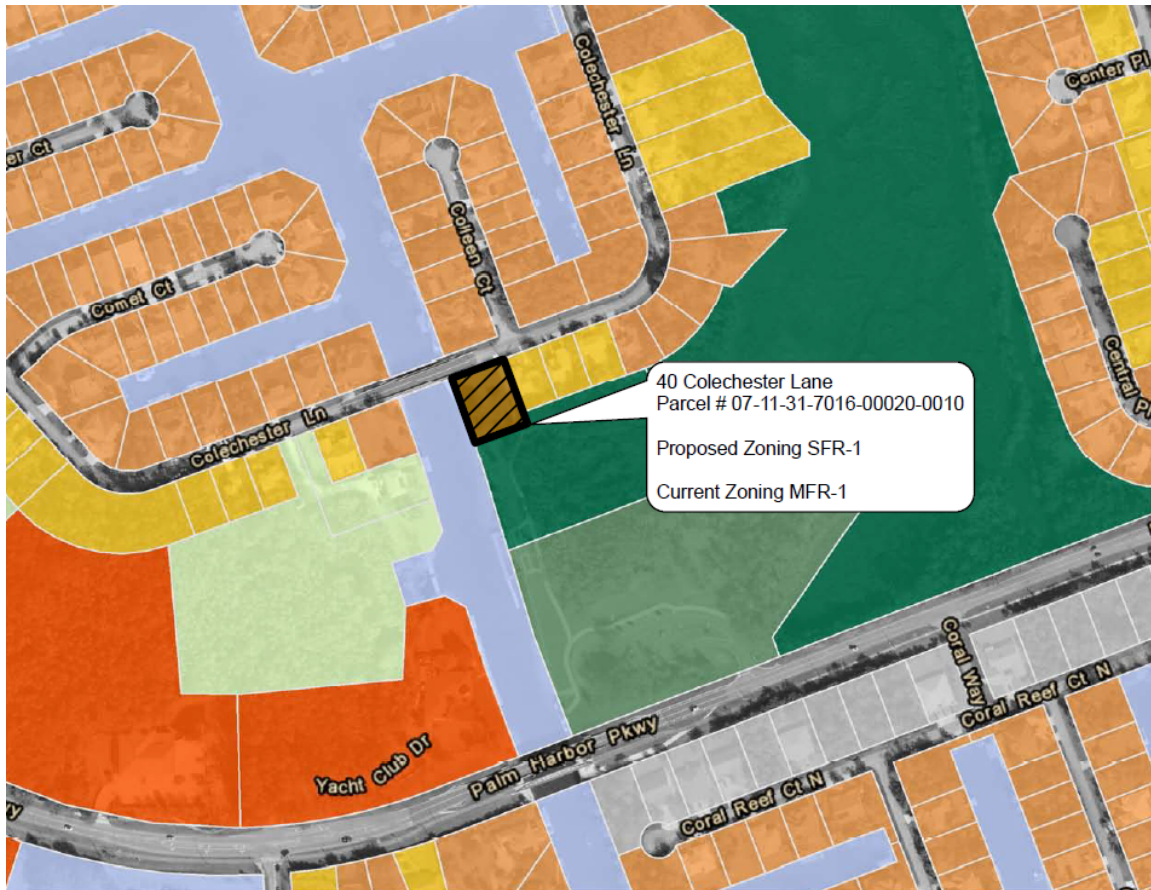
Parcel No: 07-11-31-7016-00020-0010 Legal Description: PALM COAST SEC 16 BLK 2  
LT 1 & THE WLY 121.56' OF NLY 25' OF RP-A BEING 0.07 AC OR

553/1539 OR 652/1697 OR 669/452 OR 765/1315 OR 849/1987 OR 948/1064 OR  
1646/957 OR 2054/1537 OR 2197/1342 OR 2197/1343 OR 2211/755-CD OR 2211/756-  
CD

Size: 18,020 SF



**EXHIBIT "B"**  
**ORDINANCE No. 20117-XX**







**COMMUNITY DEVELOPMENT DEPARTMENT  
STAFF REPORT FOR APPLICATION #3449  
January 16, 2018**

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**OVERVIEW**

**Application Number:** 3449

**Applicant:** Nuview IRA, Inc. FBO John Morris

**Property Description:** .41 ± acre property located on the east side of Colchester Lane, canal

<b>Property Owner:</b>	Nuview IRA, Inc. FBO John Morris
<b>Parcel ID:</b>	07-11-31-7016-00020-0010
<b>Current FLUM designation:</b>	Residential
<b>Current Zoning designation:</b>	MFR-1 (Multifamily –One)
<b>Current Use:</b>	Vacant
<b>Size of subject property:</b>	.41 ± acres

**Requested Action:** Rezoning from Multifamily – One (MFR-1) to Single Family Residential-1 (SFR-1)

**Recommendation:** Approval

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**ANALYSIS**

**REQUESTED ACTION**

The owner, in cooperation with the City, is proposing to rezone approximately .41 +/- acres on the east side of Colchester Lane from Multifamily – 1 (MFR-1) Single Family Residential -1 (SFR-1).

**BACKGROUND/SITE HISTORY**

The subject property consists of approximately .41 acres of vacant land owned by Nuview IRA, Inc. The applicant has indicated a desire to rezone the property from Multifamily Residential -1 to Single Family Residential-1. This property was originally part of a larger parcel acquired and become part of the Long's Creek Nature Preserve. This parcel was not purchased, and retained the MFR-1 zoning.

Over time, it has become apparent that developing the property for multifamily creates a number of challenges given the City's requirements for this District. For example, the City's Land Development Code would require commercial standards such as retention, landscaping, fire code and parking circulation. Rezoning the property to single family residential would simplify the development process in many respects and allow the site to be developed as two single-family lots. Single- family development is generally considered more suitable and compatible with the surrounding neighborhood and property adjacent to the Nature Preserve.

The City has partnered with the property owner to facilitate this rezoning.



**LAND USE AND ZONING INFORMATION****USE SUMMARY TABLE:**

<b>CATEGORY:</b>	<b>EXISTING:</b>	<b>PROPOSED:</b>
Future Land Use Map (FLUM)	Residential	No change proposed
Zoning District	Multifamily -1	Single Family Residential -1
Overlay District	None	None
Use	Vacant	Single Family homes
Acreage	.41	.41 acres
Access	None	TBD

**SURROUNDING LAND USES:**

NORTH: FLUM: Residential  
Zoning: Single Family Residential -2

SOUTH: FLUM: Conservation  
Zoning: Preservation

EAST: FLUM: Residential  
Zoning: Single Family Residential -2

WEST: FLUM: Canal  
Zoning: Single Family Residential -2

**SITE DEVELOPMENT REQUIREMENTS**  
**Proposed in Comparison to Existing**

<b>Criteria</b>	<b>SFR-1</b>	<b>MFR-1 (Existing Zoning)</b>
Min. Lot Size	5,000 SF	3 Acres
Min. Site Size	N/A	N/A
Min. Lot Width	50 ft.	25' TH/100' MFR
Max. Impervious area	75 percent	70 percent
Min. Living Area	1200 SF	650 SF
Max. Bldg. Height	35 ft.	50 ft.
Min. Front Setback	20 Ft.	25 ft.
Min. Rear Setback	10 ft.	25 ft.
Min. Interior Side Setback	5 ft.	10 ft.
Min. Street Side Setback	15 ft.	20 ft.
Max. Density (units/acre)	5.8 du/ac	Up to 8 du/ac



**ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE CHAPTER 2 SECTION 2.05.05**

The Unified Land Development Code, Chapter 2, Part II, Section 2.05.05 states: *When reviewing a development order application, the approval authority shall determine whether sufficient factual data was presented in order to render a decision. The decision to issue a development order shall be based upon the following, including but not limited to:*

*A. The proposed development must not be in conflict with or contrary to the public interest;*

**Staff Finding:** The proposed development is not in conflict with, or contrary to, the public interest. The property is bounded by single-family zoning and land uses to the north, as one would expect within a largely developed residential neighborhood.

*B. The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;*

**Staff Finding:** The request is consistent with the following objectives and policies of the Comprehensive Plan:

- **Chapter 3 Housing Element:**

*-Objective 3.3.5 – Protect predominantly residential areas from the intrusion of incompatible or more intensive land uses.*

The applicant proposes to rezone the property to MFR-1 to SFR-1. The rezoning will protect the residential area from the intrusion of potentially conflicting land uses, and establish that future development of the site will be in harmony with the surrounding properties.

*C. The proposed development must not impose a significant financial liability or hardship for the City;*

**Staff Findings:** Rezoning the subject property to SFR-1 will not impose a significant financial liability or hardship for the City. The property is located in a developing area adjacent to Long's Creek Nature Preserve.

*D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;*

**Staff Finding:** The rezoning will not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants. Future development of the site must comply with the performance standards contained in Unified Land Development Code (ULDC). Additionally, the approval of the rezoning will provide a new opportunity for additional single-family lots in this vicinity.

*E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes;*

**Staff Finding:** The future development of the property must comply with the City's Land Development Code, Comprehensive Plan and the requirements of all other applicable local, state and federal laws, statutes, ordinances, regulations and codes in order for the developer to successfully develop the property.



**ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE CHAPTER 2 SECTION 2.06.03**

The Unified Land Development Code, Chapter 2, Part II, Sec. 2.06.03 states: "*The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, when reviewing a rezoning application*":

A. *Whether it is consistent with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan;*

**Staff Finding:** As noted previously in the analysis prepared for ULDC Chapter 2, Part II, Section 2.05.05 of this staff report, the requested rezoning is in conformance with the Comprehensive Plan elements, and their goals, objectives and policies.

B. *Its impact upon the environment and natural resources;*

**Staff Finding:** The property is adjacent to the entrance of Long's Creek Nature Preserve. A fifteen-foot access easement is located on the easternmost portion of the site. The potential for two single-family lots is arguably a more compatible and suitable land use than a multifamily density.

C. *Its impact on the economy of any affected area;*

**Staff Finding:** Impacts to the economy of the affected area are anticipated to be positive. Development of the subject parcel will be consistent with overall property values in the area, as well as provide an environment more hospitable to development in proximity to the subject property than the existing multifamily development.

D. *Its impact upon necessary governmental services such as schools, sewage disposal, potable water, drainage, fire and police protection, solid waste, or transportation;*

**Staff Finding:** The impact on the necessary governmental services including wastewater, potable water, drainage, fire and police protection, solid waste and transportation systems shall be evaluated at the time of permit application. Future permits must fall within the adopted Level of Service Standards for all categories of services per the requirements of the City's ULDC.

E. *Any changes in circumstances or conditions affecting the area;*

**Staff Finding:** The site is located at the entrance of Long's Creek Nature Preserve. The Preserve as created in 2008 by purchasing the development rights associated with a proposed condominium regime. With the purchase of the property for public use and conservation, a lower density can be considered more compatible and suitable.

F. *Compatibility with proximate uses and development patterns, including impacts to the health, safety, and welfare of surrounding residents;*

**Staff Finding:** The rezoning will allow the development of a two single-family residential lots, which is similar to the developed residential area to the north. The proposed rezoning is thus compatible with the surrounding uses and zoning districts and will not threaten the general health, welfare or safety of the surrounding residents.

G. *Whether it accomplishes a legitimate public purpose:*

**Staff Finding:** Yes, the rezoning accomplishes a legitimate public purpose. The rezoning of the property and subsequent development into single family residential will be compatible and more of a transition to the preservation area to the south.



**PUBLIC PARTICIPATION**

Unified Land Development Code Chapter 2, Part II, Section 2.05.02 requires developers (defined as property owners or persons who are improving property within the City) to notify owners within 300 feet and hold a neighborhood meeting for Zoning Map Amendments.

To comply with this standard, the City notified the property owners via regular mail on November 28, 2017 for a neighborhood meeting to be held on December 11, 2017 at 5:30 p.m. No residents attended.

The required legal advertisement for the public hearing for the Planning and Land Development Regulation Board meeting was placed in the December 6, 2017 paper of local circulation.

**PLDRB RECOMMENDATION**

At their December 20, 2017 meeting the Planning and Land Development Regulation Board (PLDRB) recommended approval of application number 3449 to rezone .41 +/- acres from Multifamily -1 (MFR-1) to Single Family Residential -1 (4-1).

**STAFF RECOMMENDATION**

Staff recommends approval of f application number 3449 to rezone .41 +/- acres from Multifamily -1 (MFR-1) to Single Family Residential -1.





## Location Map

**40 Colechester Ln**



PIN 0711317016000200010

**2017 FDOT Imagery**



0 250 500 Feet



**Map Provided by the GIS Division**

**Date: 11/22/2017**


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.





## Future Land Use Map

**40 Colechester Ln**






 PIN 0711317016000200010

FDOT 2017 Imagery



0 250 500  
Feet

## Palm Coast FLUM Classifications

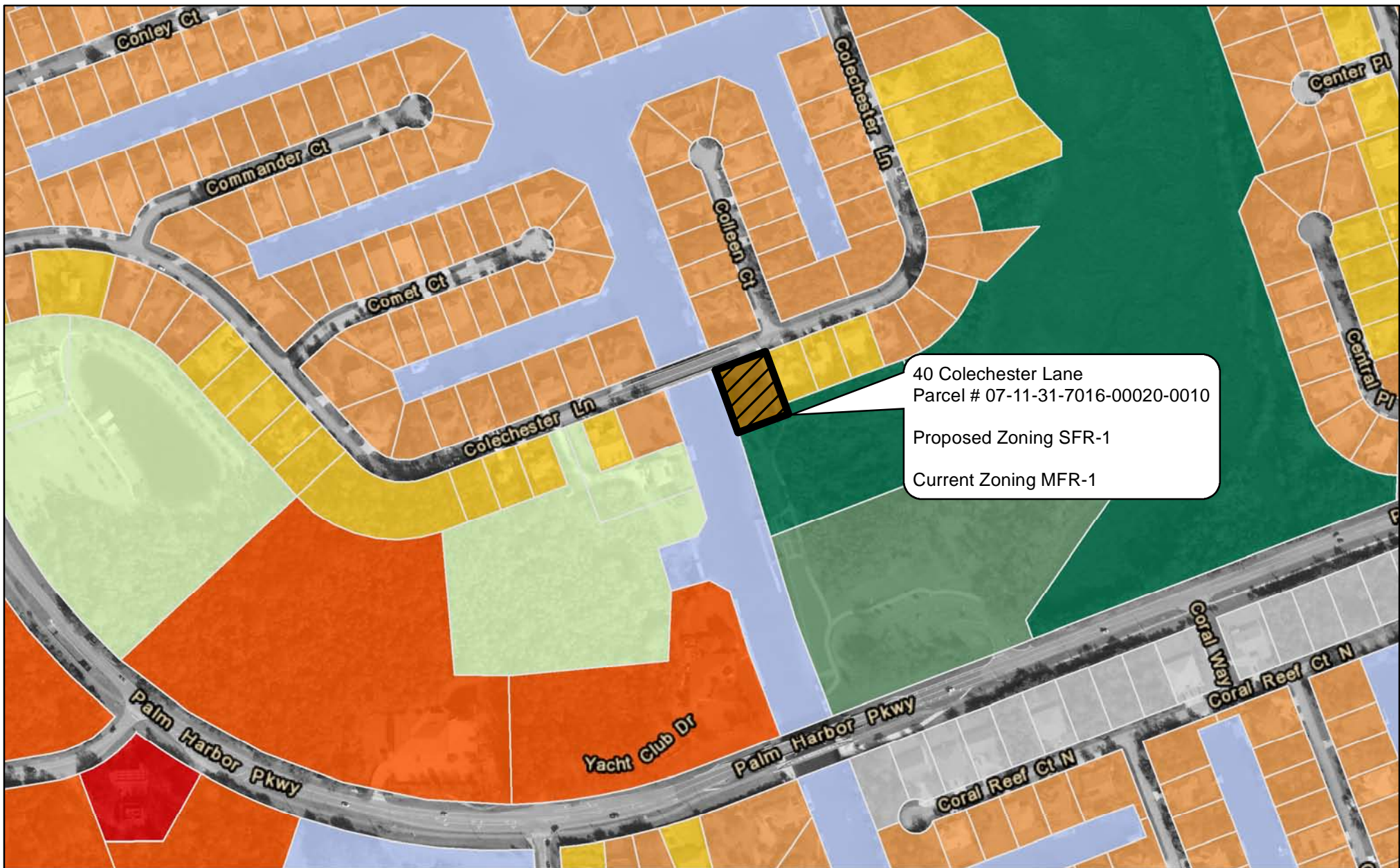
	Canals		Mixed Use
	Conservation		Residential
	Greenbelt		



**Map Provided by the GIS Division**

**Date: 11/22/2017**





## Zoning Map

40 Colechester Ln  
PIN 0711317016000200010



**Proposed Zoning SFR-1**



0 250 500  
Feet

**FDOT 2017 Imagery**

## Palm Coast Zoning Districts

COM-1	EST-1	PRS
COM-2	MFR-1	PSP
DPX	P & G	SFR-2
		SFR-3



**Map Provided by the GIS Division**

**Date: 12/7/2017**



# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 5/15/2018

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	3246	<b>Account</b>
<b>Subject</b>	RESOLUTION 2018-XX APPROVING THE FIRST AMENDMENT AND RESTATEMENT OF THE EXISTING EASEMENT AGREEMENT WITH DUNES CDD AND APPROVING THE PURCHASE OF MATERIALS AND RELATED EXPENSES FOR THE PALM HARBOR PARKWAY LANDSCAPE IMPROVEMENTS	

**Background :**  
**Update from May 8, 2018 Workshop**  
This item was heard by City Council at their April 24, 2018 Workshop. During the workshop, Council Members agreed that the easement should be approved at this time, however Council Members also discussed the possibility of delaying the installation of the proposed landscaping. Council agreed that this decision would be made during the next business meeting.

**Original Background from the May 8, 2018 Workshop**  
The original Easement Agreement between the City and the Dunes Community Development District (Dunes CDD) was entered into on November 6, 2001, for the purposes of providing a construction easement for a public parking area and vehicle, pedestrian and bicycle use for public access to the Intracoastal trail and greenway via ingress and egress over the subject property. It also provided for the City to provide maintenance for the improvements on the subject property owned by the Dunes CDD under the Hammock Dunes Bridge, east of Palm Harbor Parkway and west of the Intracoastal Waterway as described in the attached Exhibit “A”.

As part of the City’s 2017-2018 Capital Improvement Program, the City designed and budgeted for, a landscape and irrigation plan for the two medians existing on Palm Harbor Parkway crossing under the Hammock Dunes Bridge. Also provided in this project were landscape and irrigation improvements located at the entrance to the parking area and trailhead under the bridge on the east side of Palm Harbor Parkway.

Subsequently in early 2018, preliminary plans were received by the City for development of a vacant parcel situated north of the Dunes CDD property and east of the time-share development, also north of the Dunes property on Palm Harbor Parkway. In order to accommodate access for the vacant parcel a driveway connection was proposed. In addition, the agreement provides the City the ability to construct additional parking spaces stormwater retention, modifications to the existing crosswalk and pedestrian sidewalk within the Dunes easement.

**Palm Harbor Parkway Landscaping Improvements (Phase 1)**  
Approval of the easement would allow the City to complete landscaping and irrigation for the medians and the entry portion of the trailhead this fiscal year (2017-18). The landscaping improvements will be completed by City of Palm Coast Public Works staff. The materials and expenses are estimated at \$45,361.00, which is attached. In addition, the city requests a 10% contingency of \$4,536.10. The total projects are estimated at \$49,897.10. City staff will utilize existing price agreements previously approved by City Council along with quotes for smaller purchases in accordance with the City’s Purchasing Policy.



**SOURCE OF FUNDS WORKSHEET FY 2018**

<b>Streets Impv't Pkwy Beautifications 21055011-063000-52003</b>	<b>\$625,000.00</b>
Total Expenses/Encumbered to date	\$ 9,459.84
Pending Work Orders/Contracts	\$ 0.00
Current Work Order includes 10% contingency	\$ 49,897.10
<b>Balance</b>	<b>\$565,643.10</b>

**Additional Future Improvements (Phase 2)**

Approval of the easement would allow the City to construct additional parking spaces, access/emergency access to the future parcel, retention ponds, and crosswalk improvements when funding becomes available.

**Recommended Action :**

Adopt Resolution 2018-XX approving the first amendment and restatement of the existing easement agreement with Dunes CDD and approving the purchase of materials and related expenses for the Palm Harbor Parkway landscape improvements.



**RESOLUTION 2018-\_\_\_\_**  
**EASEMENT DUNES CDD**  
**PALM HARBOR PARKWAY LANDSCAPE IMPROVEMENTS**

**A RESOLUTION OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE FIRST AMENDMENT AND RESTATEMENT OF THE DUNES COMMUNITY DEVELOPMENT DISTRICT (CDD) EASEMENT AGREEMENT RECORDED IN O.R. BOOK. 797, PAGES 1877 TO 1884; APPROVING THE PURCHASE OF MATERIALS AND RELATED EXPENSES FOR THE PALM HARBOR PARKWAY LANDSCAPE IMPROVEMENTS; PROVIDING FOR EXECUTION OF NECESSARY DOCUMENTS; RECORDATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** The Dunes Community Development District (CDD) is the owner of that certain real property located in Palm Coast, Flagler County, Florida; and

**WHEREAS,** in 2001 the CDD granted a perpetual easement over the property to the City for the construction and maintenance of a public parking area and public access to the Intracoastal trail and greenway, and for ingress and egress over and across the CDD's Property, which was recorded in O.R. Book 796, Pages 1877 to 1884 (hereinafter referred to as the "Original Easement"); and

**WHEREAS,** the CDD has agreed to amend and restate the Original Easement to provide for additional access to the adjacent parcel; and

**WHEREAS,** the City Council desires to amend and restate the Original Easement to provide for additional access to the adjacent parcel and that it is for the best interest of the City and the public; and



**WHEREAS**, City staff will be constructing the landscaping improvements along Palm Harbor Parkway; and

**WHEREAS**, the City Council of the City of Palm Coast desires to approve the purchase of materials and related expenses for construction of the landscaping improvements along Palm Harbor Parkway

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Palm Coast, Florida:

**SECTION 1. APPROVAL OF AN AMENDMENT AND RESTATEMENT OF EXISTING EASEMENT.** The City Council of the City of Palm Coast, hereby approves an amendment and restatement of the existing easement with The Dunes CDD, as attached hereto.

**SECTION 2. APPROVAL OF PURCHASE.** The City Council of the City of Palm Coast hereby approves the purchase of materials and related expenses for the landscape improvements to Palm Harbor Parkway, in the amount of \$49,897.10.

**SECTION 3. AUTHORIZATION TO EXECUTE.** The City Manager is hereby authorized to execute any such instruments as may be necessary or required to show that said easement has been amended and restated.

**SECTION 4. RECORDING OF RESOLUTION.** The City Clerk shall record this Resolution in the Public Records of Flagler County, Florida upon payment of the recording fees by the petitioner/applicant. The recordation of this Resolution shall be binding upon the lots referred to herein and, as a result of touching and concerning the said lands, shall run with said lands.



**SECTION 5. 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 6. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 7. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 8. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of May 2018.

CITY OF PALM COAST, FLORIDA

\_\_\_\_\_  
Milissa Holland, Mayor

ATTEST:

\_\_\_\_\_  
Virginia A. Smith, City Clerk

Approved as to form and legality for use

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



Prepared by:  
Catherine D. Reischmann, Esq.  
Garganese, Weiss, D'Agresta & Salzman, P.A.  
P.O. Box 2873  
Orlando, FL 32802-2873

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

## **FIRST AMENDMENT AND RESTATEMENT OF AN EASEMENT AGREEMENT**

**THIS AMENDED AND RESTATED EASEMENT AGREEMENT** (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 between **THE DUNES COMMUNITY DEVELOPMENT DISTRICT**, a political subdivision of the Florida, whose address is 101 Jungle Hut Road, Palm Coast, Florida 32137 ("Grantor") and the **CITY OF PALM COAST**, a Florida municipal corporation (hereinafter referred to as the "GRANTEE" or "City") whose address is 160 Lake Avenue, Palm Coast, FL 32164.

### **WITNESSETH:**

WHEREAS, Grantor is the owner of that certain real property located in Palm Coast, Flagler County, Florida, (the "Grantor's Property"); and

WHEREAS, in 2001 the Grantor granted a perpetual non-exclusive easement over the Grantor's Property as described in Exhibit "A", attached hereto and incorporated herein ("Easement Area"), to the Grantee for the construction and maintenance of a public parking area, public access to the Intracoastal Trail and Greenway, and for ingress and egress over and across the Grantor's Property, which was recorded in O.R. Book 796, Pages 1877 to 1884 ("Original Easement"); and

WHEREAS, the Grantor has agreed to amend and restate the Original Easement to provide for additional access to the adjacent parcel denoted on Exhibit "C" and to provide for additional phased landscaping and parking as depicted on Exhibits "B", (Median and Entry Landscape Plan Phase 1) and Exhibit "C", (Access to Adjacent Property Parking and Landscape Plan Phase 2).

WHEREAS, the additional access to the Adjacent Parcel will benefit the public by providing secondary emergency access to the adjacent properties located north of the Grantor's Property.

NOW, THEREFORE, Grantor and Grantee hereby agree as follows:

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



2. Grant of Easement by Grantor. Grantor does hereby create, grant, convey and declare to exist a non-exclusive Easement over and across Easement Area for the purpose of public access to the Adjacent Property, and for constructing, installing, and maintaining access, parking and landscaping areas for use by the public. Such easement rights shall also include the right to encroach upon adjacent portions of the Grantor's Property within the Federal Government's right-of-way for the Intracoastal Waterway as is reasonably necessary to construct, repair, replace or maintain the parking and landscaping area. No additional facilities, other than the access, landscaping and additional parking area may be constructed or installed within the Easement Area without the expressed written approval of the Grantor. Upon completion of such construction, maintenance, repair or replacement, Grantee shall restore, at its sole cost and expense, any and all portions of Grantor's Property which were damaged or destroyed by Grantee to reasonably the condition that existed prior to such encroachment.
3. Standards for Construction and Parking Area. The Grantee agrees to comply with all applicable local, state, and federal standards for the design, permitting, construction, installation, operation, maintenance, repair and reconstruction of the access, landscaping and parking in the Easement Area. The Grantee further agrees that the Grantor shall have no liability, responsibility, obligation, or other duty with respect to the design, permitting, performance, or other operational or maintenance matters with respect to the Easement Area. The Grantee agrees to notify the Grantor at least ten (10) days prior to commencing any construction in the Easement Area in order that the Grantor may ensure the continued orderly operation of the Grantor's facilities, services and operations.
4. Drainage. The Grantee agrees that it shall remain solely responsible for any and all drainage resulting from or associated with the construction, installation, operation, repair and maintenance of the Easement Area. The Grantor shall in no way be responsible for or have any obligation in connection with such drainage.
5. Term of Easement. The Easement shall commence on the date hereof and shall be for a perpetual term.
6. Limitations of Easement. The Easement rights provided above shall be exercised in accordance with the following provisions:
  - a. The easement granted herein is expressly subject to the Grantor's right to relocate, modify, change or amend the Easement Area due to widening, modification, construction, reconstruction, or repair of the Hammock Dunes Bridge, including any four-laning thereof and any utility operational matters as determined at the Grantor's sole discretion.
  - b. Nothing herein shall preclude the Grantor from fulfilling any requirement obligation or condition imposed on the Grantor by permit, ordinance, regulation, or other local State or Federal law.



- c. The parking and landscaping area constructed within the Easement Area shall be utilized solely for vehicle, pedestrian and bicycle lanes.
  - d. Grantor reserves and shall have the right, from time to time, without obtaining the easement or approval of the Grantee, to make at its own expense, any change, modification, relocation or alteration to the Easement Area, provided that( i) the accessibility of the access to the Adjacent Property and the parking area within the Easement Area is not unreasonably altered, (ii) the changed, modified, relocated or altered access or parking area within the Easement Area is comparable in width, nature and foundation to the original access and parking area within the Easement Area and on the properties adjoining the Grantor's Property, (iii) laws or recorded declarations or covenants are not violated as a result of such action. In order to effectuate any changes to the easement in accordance to this provision, the Grantor shall execute an amendment setting forth Grantor's changes. Any amendments made pursuant to this provision shall be effective without the joinder of the Grantee, and shall be recorded in the Public Records of Flagler County Florida. Grantor shall provide Grantee with a copy of any amendments upon recordation thereof.
  - e. However, both Grantor and Grantee agree that all reservations and requirements provided for by this subsection are subject to the provisions of subsection (6) (a) of this Agreement and any conflict shall be resolved in favor of the provisions in subsection (6) (a) supra.
  - f. The use and enjoyment of the parking area across the Easement Area shall be restricted to the purposes contained herein. The Easement shall not be interpreted, in any way, to grant any right to Grantee, its designated agents or the general public, to traverse outside the Easement Area for purposes not set forth herein, including but limited to, the right to fish in the waterway adjacent to the parking area.
  - g. Loitering shall be strictly prohibited on, near and around the parking areas within the Easement Area. The term loitering includes, but is not limited to, extended stay, camping or overnight use.
7. Maintenance of Easement. Grantee shall, at its sole cost and expense, be responsible for the construction, maintenance, repair and replacement of the access, parking and landscaping area within the Easement Area. In addition, Grantee shall be responsible for the ongoing daily upkeep and maintenance of the access and parking area, including but not limited to, keeping it free and clear of all debris or other dangerous items.
8. Signs. There shall be no signs installed, other than standard governmental parking signs, within the Easement Area except pursuant to written agreement by the parties hereto.
9. Security. Grantee, at its sole cost and expense, shall be responsible for implementing and providing adequate safety and security measures to ensure that the parking area is safe and secure.



10. Insurance. Grantee shall maintain, at its sole cost and expense, Comprehensive General Liability Insurance, including broad form property damage and personal injuries (including death resulting therefrom) coverages and containing minimum limits per occurrence of \$1 million for property and personal injury. The policy of insurance obtained pursuant hereto by Grantee shall be (i) maintained throughout the term of the Easement without cost to Grantor, (ii) shall be issued by an insurer licensed in the State of Florida, (iii) shall provide for thirty (30) day notice to Grantor prior to termination, and (iv) shall provide that all claims be allowable on events as they occur. Grantee shall deliver evidence of insurance to Grantor upon annual renewal thereof.
11. Mechanics Liens. Grantee hereby agrees that it will allow no liens to be placed upon the Easement Area or Grantor's Property as a result of any improvements in the Easement Area.
12. Covenants Running with the Land. All the covenants, terms, agreements and restrictions set forth in this Agreement are intended to be, and are constructed as covenants running with the land, and shall be binding upon, and inure to the benefit of, Grantor's Property, and their respective heirs, executors, successors and assigns.
13. Compliance with Laws. The parties shall at all times comply with all applicable federal, state and local laws, rules, regulations, orders and requirements.
14. No Waiver. Any failure to enforce any provision contained in this Agreement shall in no way be deemed a waiver of the right to do so thereafter. The invalidity, violation, abandonment or waiver of any one or more of any of the provisions hereof shall not affect or impair the remaining portions of the Agreement.
15. Notice. Any notice which any party hereto may be required or may desire to give hereunder shall be deemed to have been given if delivered personally or if mailed, postage prepaid, by United States Certified Mail, Return Receipt Requested or if sent by a nationally recognized overnight courier, e.g. Federal Express, to the addresses set forth above in the Preamble to this Agreement, or to such other street addresses as the party to be given notice may have furnished in writing to the parties seeking or desiring to give notice, as a place for the giving of such notice, provided that no change in address shall be effective until ten (10) days after sent or given to the other party in a manner provided for above. Any notice given in accordance with the foregoing shall be deemed given when delivered personally, or if mailed, three (3) days after it shall have been deposited in the United States Mail, or two (2) days after it has been deposited with a recognized overnight courier services.
16. Times is of the Essence. Time is of the essence of each and every covenant of this Agreement.
17. Construction. This Agreement shall be constructed under the laws of the State of Florida. Venue of any action involving this Agreement shall be only in Flagler County, Florida, or if in federal court, in the Middle District.



18. Amendments – Termination. Except as set forth in provision six (6) hereof, this Agreement may not be amended, modified or terminated except by written agreement of Grantee and all of the then fee owners of Grantor's Property. No modifications, amendment or termination shall be effective unless in writing and recorded in the Public Records of Flagler County, Florida.
19. Counterparts. This Agreement may be executed in any number of counterparts, each of which when taken together shall be deemed to be on and the same instrument.
20. Parties. The term Grantor as used herein shall mean and refer to the owners from time to time of Grantor's Property.
21. Litigation. In the event of litigation arising out of this Agreement or in the event any party finds it necessary to institute litigation, the prevailing party shall be entitled to recover from the non – prevailing party, in addition to any damages otherwise due, their reasonable attorney's fees and expert fees and costs actually incurred by such prevailing party in such litigation at both the trial and appellate levels, and in any bankruptcy proceeding involving either Grantor or Grantee, and their respective heirs, executors, administrators, successors and assigns.
22. Limitations of Liability. Nothing herein shall operate as or be construed as a waiver of either Grantor or Grantee's limitations on liability contained in Section 768.28 Florida Statutes or other law.
23. Captions. The captions for each paragraph of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, or the intent of any provision hereof.
24. Negotiations at Arm's Length. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
25. Default. In the event of a breach or violation of any terms and conditions of this Agreement, the parties shall have the right, but not the duty, to enforce such terms and conditions by a proceeding or action at law or an equity against the defaulting party.
26. Indemnification. To the extent permitted by Fla. Stat. 768.28, the Grantee agrees and covenants to indemnify and hold harmless the Grantor and its officers, agents and employees from any and all liability, claims, actions, suits, or demands by any person, corporation or other entity for injuries, death, property damage of any nature, arising out of, or in connection with and caused by Grantee's negligent use of the Easement Area, including litigation or any appellate proceedings with respect thereto.
27. Authority. The parties each represent that they have the necessary authority to execute this Agreement and carry out the covenants and activities contemplated herein.



28. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understanding and arrangements, both oral and written, between the parties with respect thereto.

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

*[Signatures to follow]*



WITNESSES:

\_\_\_\_\_

(print)

\_\_\_\_\_

(print)

GRANTOR

The Dunes Community Development District

**101 Jungle Hut Road, Palm Coast, Florida  
32137 (“Grantor”)**

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

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018,

by \_\_\_\_\_

(check one) ☐ who is personally known to me or ☐ who produced

\_\_\_\_\_ as identification.

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

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

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



WITNESSES:

\_\_\_\_\_

(print)

\_\_\_\_\_

(print)

GRANTEE

CITY OF PALM COAST

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

Jim Landon, City Manager

ATTEST:

\_\_\_\_\_

Virginia A. Smith, City Clerk

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Jim Landon, City Manager of the City of Palm Coast, Florida, who is personally known to me.

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

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

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



## EXHIBIT "A"

### GRANTOR'S PROPERTY

#### LEGAL DESCRIPTION

THE FOLLOWING LEGAL DESCRIPTION WAS PREPARED BY KIM SEAMANS AND PROOF READ BY PETER G. JOHNSON, P.S.M., TOMOKA ENGINEERING, DAYTONA BEACH, FLORIDA, FEBRUARY 26, 2001. THE PROPERTY DESCRIBED IS SHOWN ON A SURVEY PREPARED BY TOMOKA ENGINEERING, PROJECT NO. T1023IVEY, DRAWING REFERENCE NO. 1023-SP, ORIGINAL ISSUE DATE: FEBRUARY 27, 2001

A PORTION OF PALM COAST PARKWAY SITUATED IN PALM COAST, FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE POINT OF BEGINNING BEING THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF PALM HARBOR PARKWAY (A 104' RIGHT OF WAY) AS RECORDED IN OFFICIAL RECORDS BOOK 305, PAGES 184-217, WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF PALM COAST PARKWAY (A 200' RIGHT OF WAY) RUN NORTH 58°07'38" WEST ALONG THE SAID NORTHEASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 200.21 FEET TO A POINT FOR THE BEGINNING OF A NON-TANGENT CURVE, SAID POINT BEING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF PALM COAST PARKWAY; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE OF PALM HARBOR PARKWAY RUN NORTHEASTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 541.56 FEET, SAID CURVE HAVING A RADIUS OF 1245.92 FEET, A CENTRAL ANGLE OF 24°54'17", A CHORD DISTANCE OF 537.31 FEET AND A CHORD BEARING NORTH 46°43'04" EAST TO A POINT OF TANGENCY; THENCE NORTH 59°10'12" EAST A DISTANCE OF 17.63 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE INTRACOASTAL WATERWAY; THENCE SOUTH 20°49'48" EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 203.24 FEET TO A POINT IN THE SAID SOUTHEASTERLY RIGHT OF WAY LINE OF PALM COAST PARKWAY, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG THE ARC SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT FOR AN ARC DISTANCE OF 428.61 FEET, SAID CURVE HAVING A RADIUS OF 1045.92 FEET, A CENTRAL ANGLE OF 23°28'46", A CHORD DISTANCE OF 425.62 FEET AND A CHORD BEARING OF SOUTH 46°27'48" WEST TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

SAID PARCEL CONTAINS 98,783 SQUARE FEET OR 2.268 ACRES, MORE OR LESS.



**EXHIBIT “B”**

**MEDIAN AND ENTRY LANDSCAPE PLAN PHASE 1**



EXHIBIT B (Median and Entry Landscape Plan)  
PHASE 1 PLAN

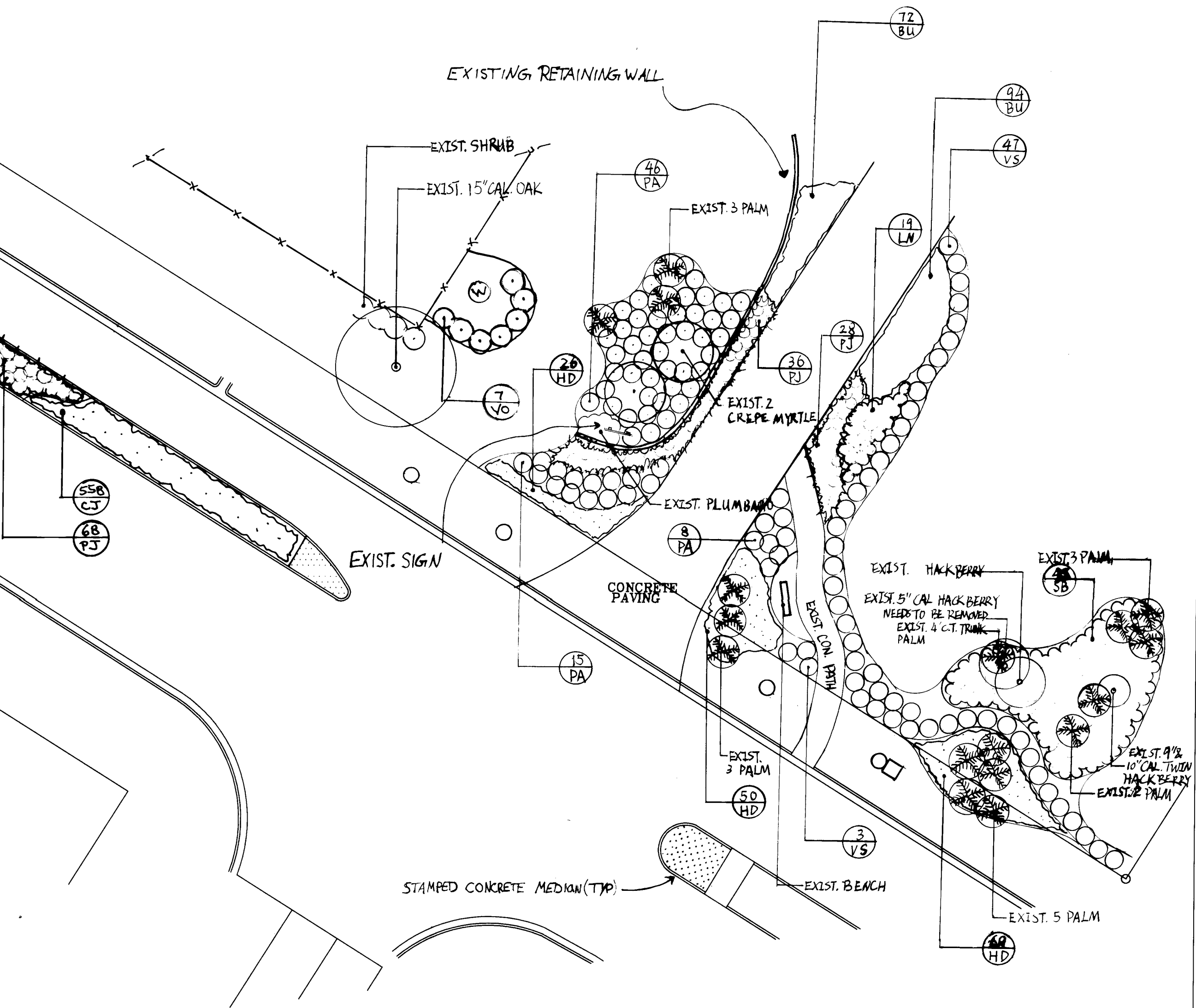
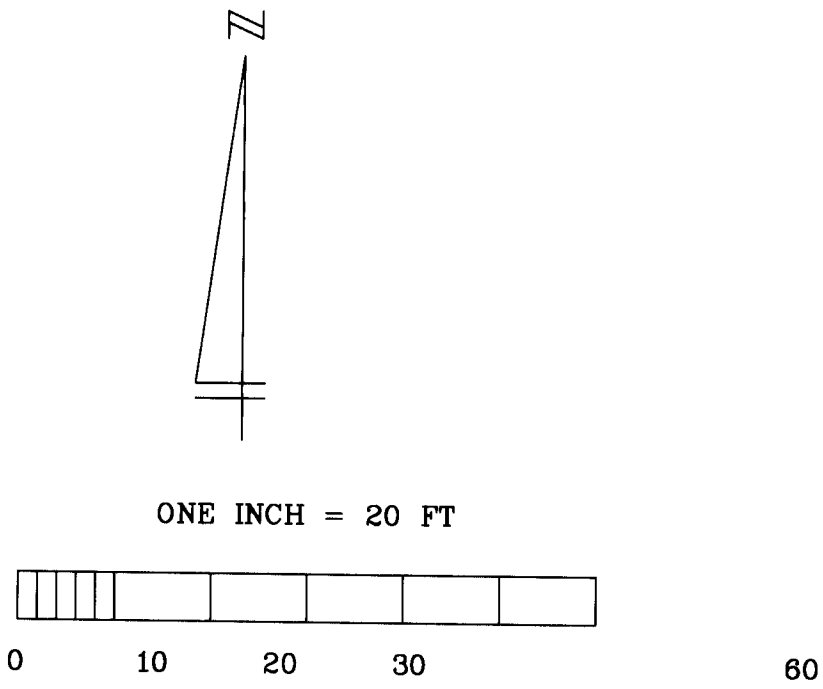
PLANT LIST				
SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	COMMENTS
BU	166	BULBINE FRUTESCENS / DESERT CANDLES	1 GAL. 10" - 12" HT	PLANT 2.0' O.C.
CJ	3,024	TRACHELOSPERMUM ASIATICUM "MINIMA" / ASIATIC JASMINE	1 GAL	PLANT 2.0' O.C.
CM	6	LIGERSTROMIA INDICA "MUSKOGEE" / CREPE MYRTLE	12" - 14" HT	SINGLE TRUNK, 7" C.T.
HD	145	HELIANTHUS DEBILIS / DUNE SUNFLOWER	1 GAL. 10" - 12" SPD	PLANT 3.0' O.C.
LN	19	AGAPANTHUS AFRICANUS / BLUE LILY OF THE NILE	3 GAL. 15" - 18" HT	PLANT 3.0' O.C.
PA	69	PLUMBAGO AURICULATA / PLUMBAGO "IMPERIAL BLUE"	3 GAL. 15" - 18" HT	PLANT 4.0' O.C.
PJ	348	JUNIPEROUS SQUAMATA "PARSONII" / PARSON'S JUNIPER	3 GAL. 18" - 20" SPD	PLANT 3.0' O.C.
SB	45	SPARTINA BAKERI / SAND CORDGRASS	3 GAL. 24" - 30" HT	PLANT 5.0' O.C.
SD	321	VIBURNUM OBOVATUM "MS. SCHILLER'S DELIGHT" / DWARF WALTERS VIBURNUM	3 GAL.	PLANT 3.0' O.C.
VO	7	VIBURNUM ODORATISSIMUM / SWEET VIBURNUM	7 GAL. 30" HT / 18" - 20" SPD	PLANT 4.0' O.C.
VS	50	VIBURNUM SUSPENSUM / SANDANKWA VIBURNUM	7 GAL. 30" HT / 20" SPD	PLANT 4.0' O.C.

IRRIGATION LEGEND		
SYMBOL	DESCRIPTION	GPM DISCHARGE
● 8	Hunter PRS 30 - 8 - A	1.47
○ 15-Q	Hunter PRS 30 - 12 - 15 - Q	0.90
● 30-S	Hunter CS-530 - 12 - 30	1.50
● 4-H	Hunter PRS 30 - 12 - 4 - H	0.90
● 10-H	Hunter PRS 30 - 12 - 10 - H	0.98
● 12-H	Hunter PRS 30 - 12 - 12 - H	1.26
● 15-H	Hunter PRS 30 - 12 - 15 - H	1.86
● 15-F	Hunter PRS 30 - 12 - 15 - F	3.70
▲	Toro 4" - EST - 12	0.60
■	Toro 4" - CST - 12	1.20
□	Toro 9" - CST - 12	1.50
B	Hunter PCB - 10	1.00

IRRIGATION LEGEND (cont)		
SYMBOL	DESCRIPTION	DETAILS
●	Hunter ICV Electric Valve	ICV - 201G
---	2" MAINLINE	Schedule 40 PVC
---	LATERAL LINE	Class 160 PVC
⊙	WELL	50 GPM / 50 PSI
C	HUNTER PRO-C / CONTROLLER	PC-600
Ⓢ	HUNTER ELEC. VALVE	PGV-151

WELL SPECIFICATIONS:  
PUMP SHALL BE CAPABLE  
OF PRODUCING 50 GPM AT  
50 PSI AT THE PUMP

ZONE GALLONAGE	
ZONE	GPM
1	31.41
2	29.89
3	42.00
4	41.62
5	22.90
6	39.42



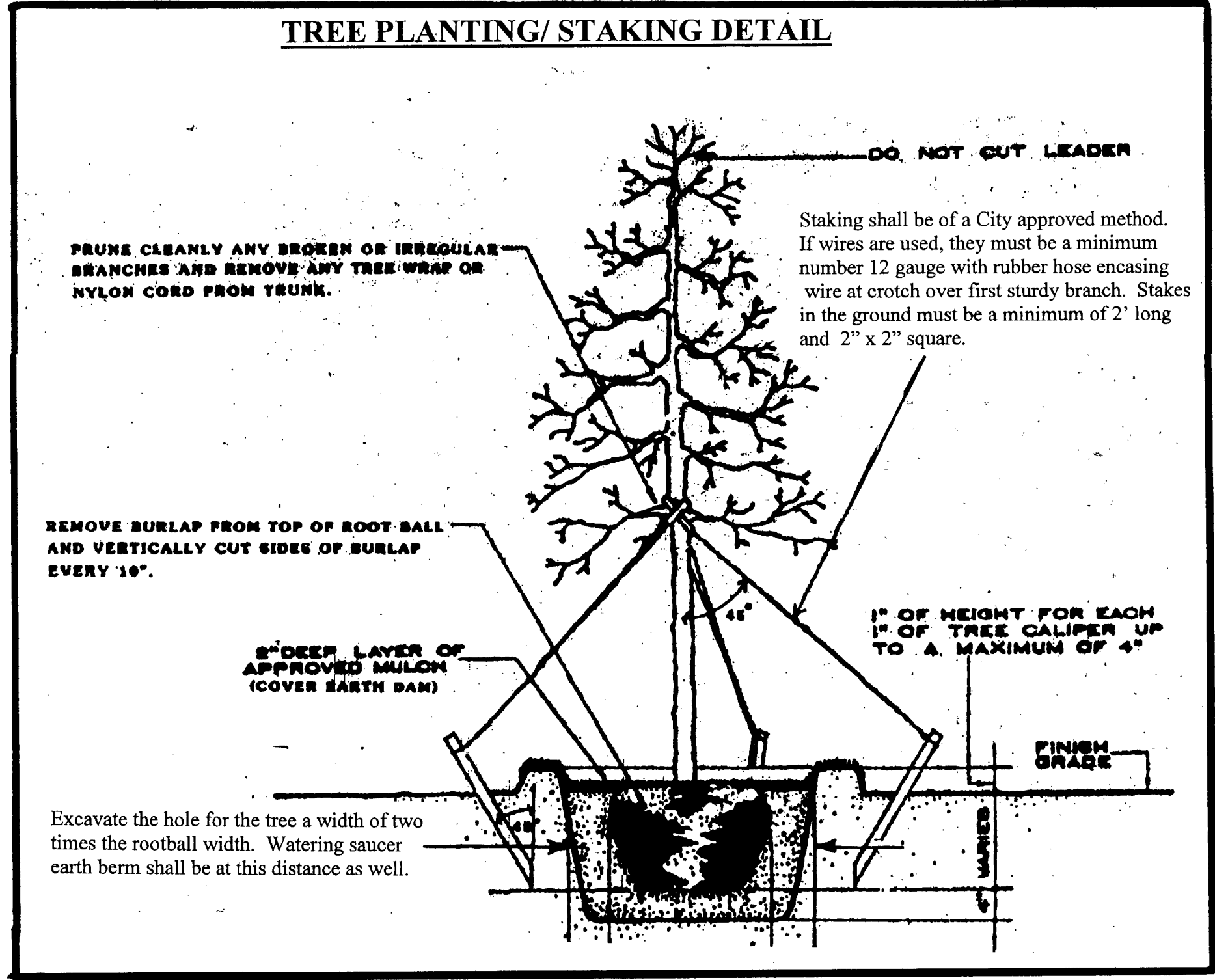
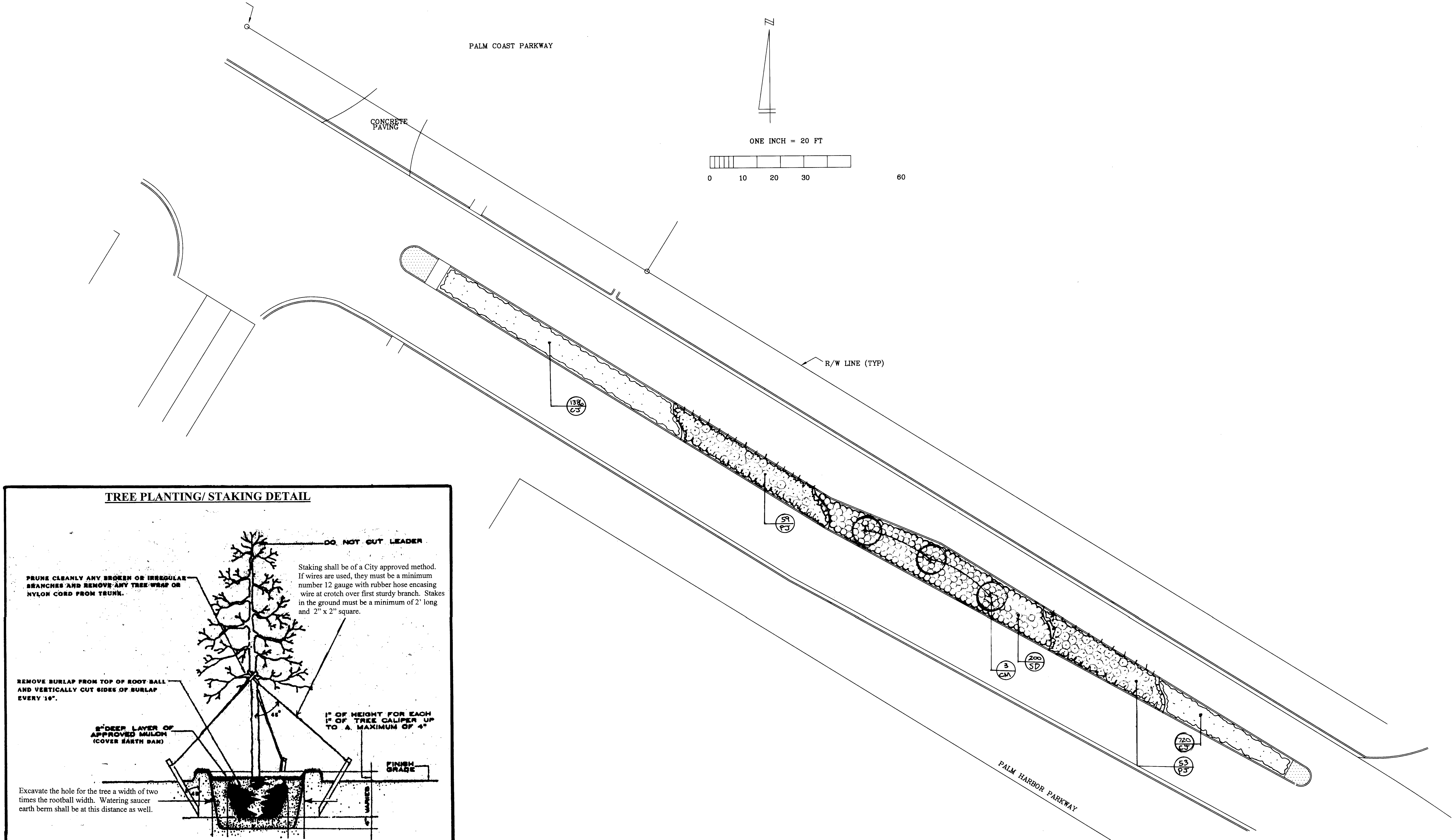
NO.	DATE	DESCRIPTION

CITY OF  
PALM COAST, FLORIDA

PALM HARBOR PARKWAY  
SAFETY IMPROVEMENTS  
LANDSCAPE PLANTING PLAN

SHEET 10F4



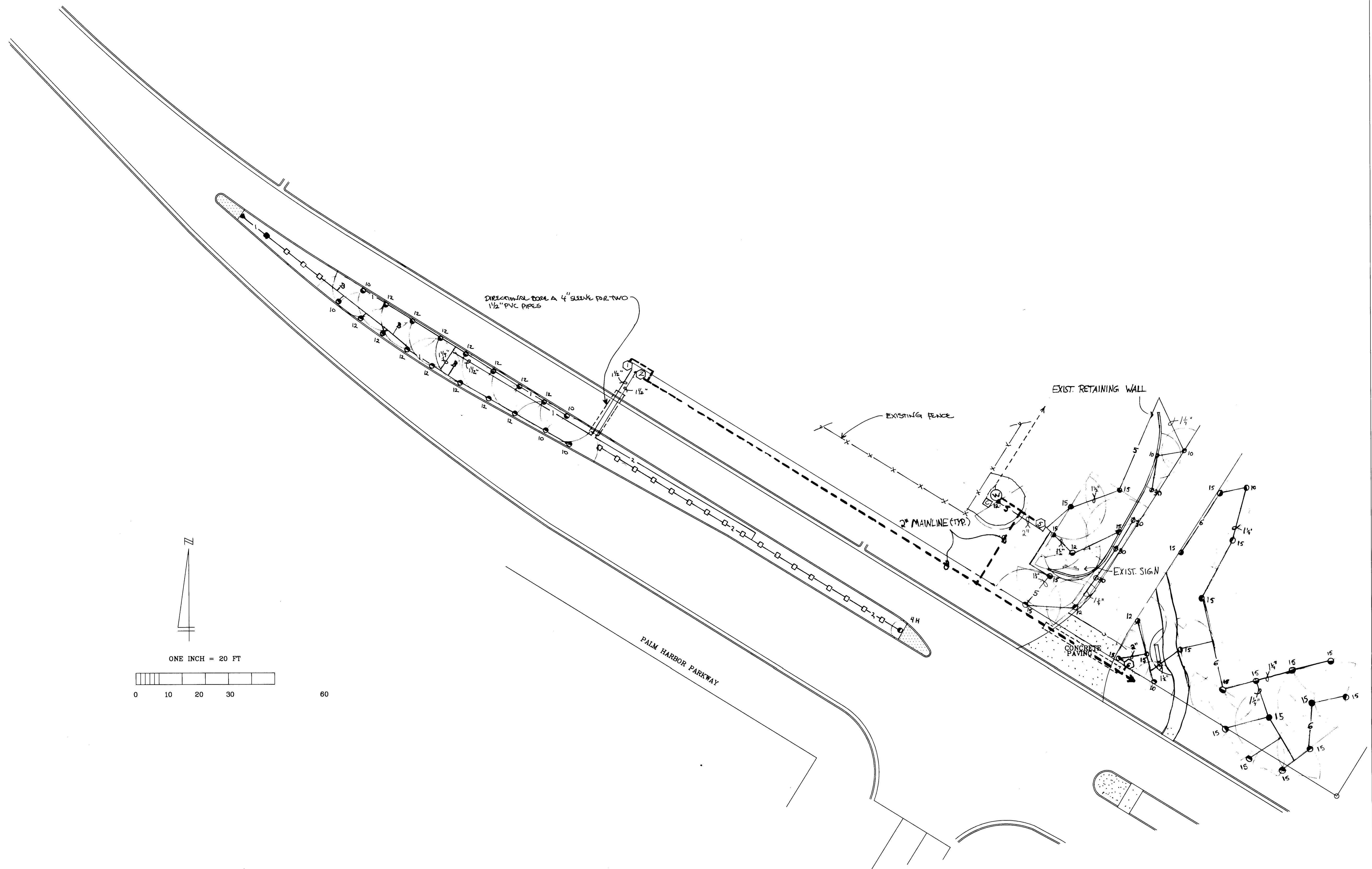


NO.	DATE	DESCRIPTION

CITY OF  
PALM COAST, FLORIDA

PALM HARBOR PARKWAY  
SAFETY IMPROVEMENTS  
LANDSCAPE PLANTING PLAN





NO.	DATE	DESCRIPTION

CITY OF  
PALM COAST, FLORIDA

PALM HARBOR PARKWAY  
SAFETY IMPROVEMENTS  
LANDSCAPE PLANTING PLAN

SHEET 30F4







**EXHIBIT “C”**

**ACCESS TO ADJACENT PROPERTY**

**PARKING AND LANDSCAPE PLAN PHASE 2**







# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 05/15/2018

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	3248	<b>Account</b>
<b>Subject</b>	RESOLUTION 2018-XX APPROVING THE 2018 FIND GRANT FOR THE WATERWAY CLEANUP	
<b>Background :</b> <b><u>Update from the May 8, 2018 Workshop</u></b> This item was heard by the City Council at their May 8, 2018 Workshop. There were no changes suggested to this item.  <b><u>Original background from the May 8, 2018 Workshop</u></b> On March 26, 2018, the City petitioned the Florida Inland Navigation District (FIND) to award grant funds for a public waterway cleanup event in 2018. On April 20, 2018, the FIND Board approved the City’s request for a \$5,000.00 grant to be utilized for, but not limited to, garbage bags, gloves, reusable water bottles, event bags, and t-shirts relating to the cleanup event. In order to receive the funding, an agreement must be approved between the City and FIND. The agreement provides provisions that the City is the “Project Sponsor” and will coordinate all associated work for the event. Terms are also provided to satisfy the requirements of the grant funding including payment of funds, records retention, incurred expense reporting, and associated liability.  The program scope mirrors the previous years of the Waterway Cleanup event, also partially funded by FIND, under the same terms as proposed herein. Over the course of the last ten years, the Palm Coast community has collected over 10.6 tons of material from the environment.  Note: The proposed agreement contains FIND language that may not be altered due to funding conditions.		
<b>Recommended Action :</b> Adopt Resolution 2018-XX approving the 2018 FIND Grant for the Waterway Cleanup.		



**RESOLUTION 2018 - \_\_\_\_**  
**2018 FIND GRANT FOR WATERWAY CLEANUP**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING GRANT AGREEMENT WITH THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) FOR ONE WATERWAY CLEANUP EVENT IN 2018; PROVIDING AN EFFECTIVE DATE; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast has conducted successful Waterway Cleanup events annually since September 13, 2008 due to the generous contributions of the Florida Inland Navigation District (FIND); and

**WHEREAS**, the City of Palm Coast (the "Project Sponsor") has requested that FIND provide a portion of the assistance needed for the Waterway Cleanup event in the City of Palm Coast, Flagler County, including the Atlantic Intracoastal Waterway (the "Project"); and

**WHEREAS**, FIND is willing to provide such assistance for the volunteer cleanup of the Atlantic Intracoastal Waterway in the City of Palm Coast, Flagler County, subject to the terms and provisions of the Agreement (Exhibit "A").

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

**SECTION 1. APPROVAL OF AGREEMENT.** The City Council of the City of Palm Coast hereby approves the FIND Agreement, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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



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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 15th day of May 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

\_\_\_\_\_  
VIRGINIA SMITH, CITY CLERK

Attachment: Exhibit "A" – FIND Agreement for Waterway Cleanup

Approved as to form and legality

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



# Exhibit A

## FIND Agreement for Waterway Cleanup

### WATERWAY CLEANUP AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the FLORIDA INLAND NAVIGATION DISTRICT ("FIND") and PALM COAST, FLORIDA (the "Project Sponsor").

WHEREAS, Project Sponsor has requested that FIND provide a portion of the assistance needed for the Waterway Cleanup program in Flagler County including the Intracoastal Waterway (the "Project"); and

WHEREAS, FIND is willing to provide such assistance for the volunteer clean up of the Intracoastal Waterway in Flagler County subject to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. Nothing herein shall constitute a waiver by either party of Section 768.28 of the Florida Statutes.
2. Subject to the provisions of the Agreement, Project Sponsor shall coordinate the work for the Project. Project Sponsor agrees, with respect to the Project, that as between the parties to this Agreement, it shall be solely responsible for any claims for damages resulting therefrom. Project Sponsor agrees to indemnify FIND, its Commissioners, employees, and agents, from any and all liabilities, claims, costs, damages, and expenses (including court costs and attorneys' fees) arising from or related to Project Sponsor's actions regarding the Project.
3. FIND shall provide an amount not to exceed **\$5,000** for the components of the project set forth on the attached Exhibit "A" (with FIND paying the Project Sponsor the amount actually spent for each component, up to the amount listed on Exhibit "A" for said component) which shall also in compliance with the District's policy on waterway clean up projects.
4. The funds to be provided by FIND to the Project Sponsor hereunder will be paid within thirty (30) days of receipt by FIND of a request for payment accompanied by supporting documentation showing expenditures equal or greater to the amount being sought from FIND.



5. Project Sponsor shall, upon request by FIND, provide a report of final expenses incurred on the Project. The Project Sponsor shall also retain all records supporting costs of the Project for three (3) years after the end of the fiscal year in which the Project is completed, except that such records shall be retained by Project Sponsor until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.
6. If Project Sponsor shall fail to fulfill in a timely and proper manner the obligations under this Agreement, or if Project Sponsor shall violate any of the covenants, terms, or stipulations of this Agreement, FIND shall thereupon have the rights to terminate this Agreement.  
Notwithstanding the above, Project Sponsor shall not be relieved of liability for damages or expenses as contemplated herein sustained by FIND by virtue of any breach of the Agreement by Project Sponsor.
7. Any notice or other written communications between Project Sponsor and FIND shall be considered delivered when posted by certified mail or delivered in person to the respective party at the address indicated below:

To FIND:           Florida Inland Navigation District  
                          1314 Marcinski Road  
                          Jupiter, Florida 33477  
                          Attention: Executive Director

To the Project Sponsor:   City of Palm Coast  
                                  Community Development Department  
                                  160 Lake Ave  
                                  Palm Coast, FL 32164  
                                  Attention: Waterway Cleanup Project Manager

8. This instrument embodies the entire agreement of the parties. There are no provisions, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communication, representation or agreements, either verbal or written between the parties hereto. This Agreement shall not be modified unless in writing and signed by both parties hereto.



9. This Agreement shall be interpreted and construed pursuant to the laws of the State of Florida. In the event of any litigation arising hereunder, the prevailing party shall be entitled to reasonable costs including attorney' fees, at the trial, appellate and post-judgment levels. The venue of any such litigation shall be had only in the courts of Palm Beach County, Florida.
10. The rights and duties arising under this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign this Agreement nor any interest hereunder without the express prior written consent of the other party.
11. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

**FLORIDA INLAND NAVIGATION DISTRICT**

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

Title: Executive Director

Date: \_\_\_\_\_

*ATTEST:*

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

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

**CITY OF PALM COAST**

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*ATTEST:*

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

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



EXHIBIT A  
Cost Estimate

In 2018, the Most Unique F.I.N.D. Contest will continue to be at the heart of the fun while being a great pollution awareness tool. For the past 10 years, the Florida Fish and Wildlife Conservation Commission law enforcement officers participate as honorary judges for the contest. Contest winners received fun prizes to promote water-based recreation in our beautiful City.

To continue this annually recognized event, the City is looking to FIND for continued support for another stunning cleanup event. With that said, the City of Palm Coast is requesting \$5,000.00 FIND Grant dollars for the 2018 Intracoastal Waterway Cleanup scheduled for September 8, 2018.

<b>Projected Budget</b>	<b>COST</b>
T-shirts (Group identification for clean-up event)	=\$2,500
Reusable Water Bottles (minimize plastic waste)	=\$1,500
Gusset Tote Bags (carry group supplies)	=\$ 700
Garbage Bags (various types; trash & recyclables)	=\$ 200
Gloves (variety to meet needs)	=\$ 100
<b>FIND Total</b>	<b>\$5,000</b>

City Match:

Staff – coordination, organization, registration, volunteer recruitment, advertising, event support, garbage collection, disposal, etc.

Office – supplies, paper, printing, maps, phone, computer, etc.

Volunteer Luncheon - food, drinks, snacks, paper products, etc.

To further facilitate the City's commitment to this event, budget documents have been attached for your consideration.

Thank you once again for your 2008 - 2017 event support and we hope to continue this stellar partnership in the future to keep our community clean.

Respectfully,



Denise Eagle Bevan, CFM  
City Administration Coordinator

Attachment(s)



## **EXHIBIT B**

### **FLORIDA INLAND NAVIGATION DISTRICT WATERWAY CLEAN UP PROGRAM RULES (66B-2.016 Waterways Cleanup Events)**

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of Rule 66B-2 apply to these applications with the following additions or exceptions:

- (1) **Application Procedure:** Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.
- (2) **Availability:** The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of items (8) through (10), below.
- (3) **Applicant Eligibility:** The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.
- (4) **Funding:** District funding shall be limited to \$5,000.00 per waterway, per county, except for the provisions of items (8) through (10), below.
- (5) The District shall be recognized in all written, on-line, audio or video advertising and promotions as a participating sponsor of the clean-up program.
- (6) **Funding Eligibility:** The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.
- (7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional \$5,000 in clean up funds.

- (8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.
- (9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.
- (10) For each additional \$1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.



# City of Palm Coast, Florida

## Agenda Item

Agenda Date : 05/15/2018

<b>Department</b>	INFORMATION TECHNOLOGY	<b>Amount</b>	
<b>Item Key</b>	3215	<b>Account</b>	54702525-034000 54702525-034000-23001
<b>Subject</b>	RESOLUTION 2018-XX, APPROVING CONTRACTS WITH DANELLA CONSTRUCTION CORPORATION OF FLORIDA, INC., AND PRECISION CONTRACTING SERVICES, INC., FOR ROUTINE FIBER OPTIC MAINTENANCE AND INSTALLATION SERVICES		
<b>Background :</b> <b><u>Update from the May 8, 2018 Workshop</u></b> This item was heard by the City Council at their May 8, 2018 Workshop. There were no changes suggested to this item.  <b><u>Original background from the May 8, 2018 Workshop</u></b> The Information Technology Department is responsible for maintaining the City's Fiber Optic Network. On an as needed basis, City staff require outside contractors to provide routine maintenance and installation services.  In accordance with the City's Purchasing Policy, City staff advertised and solicited responses for fiber optic maintenance and installation services on an as needed basis. The City received two (2) responses which were responsive and responsible. The project bid overview and notice of intent to award are attached.  Staff recommends City Council approve master services contracts with Danella Construction Corporation of Florida, Inc. and Precision Contracting Services, Inc. Since these are master service agreements on an as-needed basis, City staff will purchase items on an as-needed basis using budgeted funds appropriated by City Council.			
<b>Recommended Action :</b> Adopt Resolution 2018-XX approving contracts with Danella Construction Corporation of Florida, Inc., and Precision Contracting Services, Inc., for routine fiber optic maintenance and installation services on an as-needed basis.			



**RESOLUTION 2018 - \_\_\_\_**  
**CITY'S FIBER OPTIC NETWORK**  
**DANELLA CONSTRUCTION AND PRECISION CONTRACTING**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A CONTRACTS WITH DANELLA CONSTRUCTION CORPORATION OF FLORIDA, INC., AND PRECISION CONTRACTING SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast desires to expand the fiber optic backbone to provide connections to private businesses that request service from the Palm Coast FiberNET network; and

**WHEREAS**, the City Council of the City of Palm Coast desires to contract with Danella Construction Corporation of Florida, Inc., and Precision Contracting Services, Inc., for the above referenced services.

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

**SECTION 1. APPROVAL OF CONTRACTS.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the contracts with Danella Construction Corporation of Florida, Inc., and Precision Contracting Services, 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 Contract as depicted in Exhibit "A."

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

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

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



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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 15<sup>th</sup> day of May 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Intent to Award, Danella Bid Submission, Precision Bid Submission

Approved as to form and legality

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





Administrative Services & Economic Development  
Central Services Division

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

## NOTICE OF INTENT TO AWARD

**Project:** RFP-IT-18-36 FiberNet OSP Operations and Maintenance

**Date:** April 20, 2018

**Appeal Deadline:** Appeals must be Filed by 5:00 PM on April 24, 2017

Firm	Ranking Order
<b>Danella Construction Corp of Florida</b> Melbourne, FL	1
<b>Precision Contracting Services</b> Jupiter, FL	2

The intent of the City of Palm Coast is to award RFP-IT-18-36 to Danella Construction Corp of Florida and Precision Contracting Services.

*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 Acting Purchasing Manager, Beau Falgout (bfaigout@palmcoastgov.com) shall constitute a waiver of the protest proceedings.*

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



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# RFP-IT-18-36 - FiberNet OSP Operations and Maintenance

## Project Overview

Project Details	
Reference ID	RFP-IT-18-36
Project Name	FiberNet OSP Operations and Maintenance
Project Owner	Kelly Downey
Project Type	RFP
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Request for Proposals is issued for the purpose of securing proposals from qualified vendors to perform the construction and maintenance of the outside fiber optic cable that is installed for Fibernet. The proposer will install conduit, pull cable, splice and terminate cable.
Open Date	Mar 14, 2018 8:00 AM EDT
Close Date	Apr 12, 2018 2:00 PM EDT

Awarded Suppliers	Reason	Score
Precision Contracting Services		63 pts





<b>Danella Construction Corp of Florida</b>		<b>90 pts</b>
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## Seal status

Requested Information	Unsealed on	Unsealed by
Proposal	Apr 12, 2018 2:01 PM EDT	Kelly Downey
Forms A,B,C,D,1 - 10	Apr 12, 2018 2:01 PM EDT	Kelly Downey

## 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?
Beau Falgout	Apr 18, 2018 1:15 PM EDT	No





Kelly Downey	Apr 12, 2018 2:01 PM EDT	No
Donald Schrager	Apr 13, 2018 8:37 AM EDT	No
steve viscardi	Apr 12, 2018 5:04 PM EDT	No





## Project Criteria

Criteria	Points	Description
Forms A, B, C, D, 1 - 10	Pass/Fail	Forms A, B, C, D, 1 - 10
Table of Contents	Pass/Fail	Table of Contents
Staffing	30 pts	Staffing up to 20 points
Experience with Similar Projects	35 pts	Experience with Similar Projects up to 30 points
Proposal Cost Sheet and Rates	35 pts	Proposal Cost Sheet and Rates up to 30 points
<b>Total</b>	<b>100 pts</b>	





## Scoring Summary

### Active Submissions

	Total	Forms A, B, C, D, 1 - 10	Table of Contents	Staffing	Experience with Similar Projects
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	/ 30 pts	/ 35 pts
Danella Construction Corp of Florida	90 pts	Pass	Pass	26.67 pts	30 pts
Precision Contracting Services	63 pts	Pass	Pass	15 pts	24.67 pts

	Proposal Cost Sheet and Rates
Supplier	/ 35 pts





	Proposal Cost Sheet and Rates
Supplier	/ 35 pts
Danella Construction Corp of Florida	33.33 pts
Precision Contracting Services	23.33 pts



# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 5/15/2018

<b>Department</b>	Community Development	<b>Amount</b>	\$577,272.02
<b>Item Key</b>	3251	<b>Account</b>	#54225511-063000-55003
<b>Subject</b>	RESOLUTION 2018-XX APPROVING CONSTRUCTION CONTRACTS FOR STORMWATER PIPE REPLACEMENT AND REHABILITATION PROJECT		

**Background :**  
**Update from May 8, 2018 Workshop**  
This item was heard by City Council at their April 24, 2018 Workshop. There were no changes suggested to this item.

**Original Background from the May 8, 2018 Workshop**  
The City is proposing four stormwater pipe replacement/drainage improvement projects to address issues associated with pipe failures and flooding caused by recent storms. The projects consist of the installation of new stormwater piping, drainage structures, and all associated maintenance of traffic, materials testing, erosion control, restriping of asphalt, and sodding.

In accordance with the City’s Purchasing Policy, City staff advertised and solicited bids for the four stormwater pipe replacement/drainage improvement projects. The City did not receive any bids through this process. Due to the urgent nature of these projects and in accordance with the City’s Purchasing Policy, City staff then solicited quotes to obtain competitive pricing (attached).

**Royal Palms Site**  
The Royal Palms roadway shoulder and pipe failure occurred during hurricane Irma. The westbound lane has had a steel plate in place at the edge of the travel lane since September of 2017 on a very heavily traveled road. It is also susceptible to additional erosion and roadway failure during future storm event. The improvements will consist of the installation of a new concrete box culvert, headwalls, and pavement repairs.

***Recommended Award - A.W.A Contracting Co., Inc. \$156,336.00***

**Wynnfield & Pine Lakes Site**  
Wynnfield & Pine Lakes experienced a pipe failure, roadway shoulder erosion, failure of a concrete spillway at Wynnfield Drive, and significant flooding at the southeast corner of the intersection of the two roadways during hurricane Irma. The edge of the west bound travel lane on Wynnfield has a steel plate and flagging that has been in place since September 2017 and poses a potential hazard to traffic. This area is also very susceptible to additional erosion and roadway failure during future storm events. Proposed improvements will consist of the replacement of existing storm piping that failed during the storm, roadway shoulder and swale grading and repairs, installation of new drain inlets, and asphalt paving.

***Recommended Award - A.W.A Contracting Co., Inc. – \$179,192.50***

**Rymfire Drive Site**  
Rymfire Drive has experienced a pipe failure that is causing asphalt failure in the west bound



lane. This failure has occurred in a curve on a heavily traveled road that connects Belle Terre Parkway and Royal Palms. Improvements include replacing the failing corrugated metal pipe with reinforced concrete pipe, installation of new headwalls, replacement and repair of existing asphalt.

**Recommended Award – A.W.A Contracting Co., Inc. - \$75,802.25**

**Pritchard Drive Site**

Pritchard Drive experienced a pipe failure at a ditch cross drain located between Prince Eric and Providence Lanes. This failure occurred in October, the month following hurricane Irma, during which the City received in excess of 16 inches of rainfall. A steel plate has been in place since the failure. Proposed improvements include replacement of existing corrugated metal pipe with reinforced concrete pipe, installation of new headwalls, and replacement/repair of existing asphalt.

**Recommended Awarded – GPS Civil Construction, Inc. - \$113,462.00**

**Project total - \$524,792.75 plus 10% contingency (\$52,479.27) - Total - \$577,272.02**

**Budget Discussion**

These pipe replacements were not included in the original Stormwater Budget. City staff are able to make adjustments to the current budget (updating projections, unused funds from other projects, delaying some modeling improvements to FY19) to accommodate a portion of the project costs for this critical project. The Stormwater Budget is able to fund \$377,272.02 of the total project cost of \$577,272, leaving a deficit of \$200,000. The remaining cost of the total project will be funded through a transfer of \$200,000 from General Fund Reserves to the Stormwater Budget.

**SOURCE OF FUNDS WORKSHEET FY 2017-2018**

<b>IMP-All Pipe Replacements – 54225511-063000-55003</b>	<b>\$1,125,000.00</b>
Total Expenses/Encumbered to date	\$504,291.00
Pending Work Orders/Contracts	<u>\$577,272.02</u>
<b>Balance</b>	<b>\$ 43,436.98</b>

**Recommended Action :**

Adopt Resolution 2018-XX approving a contracts with A.W.A Contracting, Co., Inc. and GPS Civil Construction, Inc., for the construction of four stormwater pipe replacement/drainage improvement projects to address issues associated with pipe failures and flooding.



**RESOLUTION 2018 - \_\_\_\_**  
**PIPE REPLACEMENT AND REHABILITATION PROJECT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A CONSTRUCTION CONTRACT WITH A.W.A. CONTRACTING, CO., INC AND GPS CIVIL CONSTRUCTION, INC, FOR THE CONSTRUCTION OF FOUR STORMWATER PIPE REPLACEMENT/DRAINAGE IMPROVEMENT PROJECTS; 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**, A.W.A Contracting, CO., Inc. and GPS Civil Construction, Inc., for the construction of four stormwater pipe replacement/drainage improvement projects for the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to contract with A.W.A Contracting, CO., Inc. and GPS Civil Construction, Inc., for the above referenced services.

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

**SECTION 1. APPROVAL OF CONTRACT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the Contract with A.W.A Contracting, CO., Inc. and GPS Civil Construction, Inc., as referenced herein and attached hereto as Exhibit "A."

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

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



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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 15<sup>th</sup> day of May 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit "A" – A.W.A Contracting, CO., INC  
GPS Civil Construction, Inc.

Approved as to form and legality

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





Administrative Services & Economic Development  
Central Services Division

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

## PRELIMINARY BID TABULATION

**Project:** RFQ-CD-18-45 Pipe Replacement and Rehabilitation Project

**Date:** May 1, 2018

Firm	Royal Palms Site Quote
A.W.A. Contracting Co., Inc.	New total \$156,336.00
S.E Cline Construction, Inc.	New total \$199,893.76
GPS Civil Construction, Inc.	No Submission

Firm	Pritchard Drive Site Quote
GPS Civil Construction, Inc.	New total \$113,462.00
A.W.A. Contracting Co., Inc.	New total \$134,969.20
S.E Cline Construction, Inc.	New total \$178,939.86

Firm	Rymfire Drive Site Quote
A.W.A. Contracting Co., Inc.	New total \$75,802.25
GPS Civil Construction, Inc.	New total \$91,350.00
S.E Cline Construction, Inc.	New total \$146,893.40



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# city of PALM COAST

Administrative Services & Economic Development  
Central Services Division

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

Firm	Wynfield & Pine Lakes Site Quote
<b>A.W.A. Contracting Co., Inc.</b>	<b>New total \$179,192.50</b>
<b>S.E Cline Construction, Inc.</b>	New total \$205,595.88
<b>GPS Civil Construction, Inc.</b>	No Submission

**Please Note:** The bid proposals are currently being reviewed. All submittals accepted by the City of Palm Coast are subject to the City's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect. Bid documents from the bidders listed herein are the only submittals received timely as of the above opening date and time. All other bid documents submitted in response to this solicitation, if any, are hereby rejected as late.



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# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 5/15/2018

<b>Department</b>	Public Works - Facilities	<b>Amount</b>	213,307.85
<b>Item Key</b>	3249	<b>Account</b>	65035012-034000
<b>Subject</b>	RESOLUTION 2018-XX APPROVING A CONTRACT WITH AMERICAN JANITORIAL INCORPORATED (AJI) FOR CITYWIDE JANITORIAL CLEANING SERVICES.		
<b>Background :</b> <b><u>Update from the May 8, 2018 Workshop</u></b> This item was heard by the City Council at their May 8, 2018 Workshop. There were no changes suggested to this item.			
<b><u>Original background from the May 8, 2018 Workshop</u></b> The City currently contracts for janitorial cleaning services for City facilities. In anticipation of the current contracts nearing expiration and in accordance with the City’s Purchasing Policy, the City advertised and issued a Request for Proposal for Citywide Cleaning Services (RFP-PW-18-22).  Six (6) proposals were received, which were determined to be responsive and responsible. A cross-departmental Evaluation Committee ranked and short listed the top ranked firms with American Janitorial Incorporated (AJI) as the top ranked firm. Following the ranking, City staff further negotiated the scope of services and a lower annual cost. The notice of intent to award and project bid summary are attached to the agenda item.  Due to performance issues with janitorial cleaning service companies in the past, AJI was engaged on a trial basis to clean the new Community Center. City staff are satisfied with AJI’s service during the trial period and recommend contracting with AJI on an annual basis. The contract amount consist of janitorial cleaning services for a total cost of \$17,776 monthly and \$213,312.00 annually. Funds for FY2018 estimated to be \$71,104.00 for services from June-Sept 2018.			
SOURCE OF FUNDS WORKSHEET FY 2018			
Facilities Services -65035012-034000		\$222,660.00	
Total Expenses/Encumbered to date		\$147,185.48	
Pending Work Orders/Contracts		\$ 0.00	
Current Work Order		\$ 71,104.00	
Balance		\$ 4,370.52	
<b>Recommended Action :</b> Adopt Resolution 2018-XX approving the contract with American Janitorial Incorporated (AJI) for Citywide janitorial cleaning services.			



**RESOLUTION 2018-\_\_\_\_**  
**JANITORIAL SERVICES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE CONTRACT WITH AMERICAN JANITORIAL, INCORPORATED (AJI) , FOR CITYWIDE CLEANING SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, American Janitorial Inc (AJI), has expressed a desire to provide cleaning services citywide to the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to contract with American Janitorial Inc., (AJI), for the above referenced items.

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

**SECTION 1. APPROVAL OF CONTRACT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the contract with American Janitorial Inc., (AJI), which is attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 2. NEGOTIATION OF CONTRACT.** The City Manager is hereby authorized to negotiate with the next lowest bidder should the approved contractor be unable to meet the terms and conditions set forth in said contract.

**SECTION 3. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the necessary documents.

**SECTION 4. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this 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 5. CONFLICTS.** All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

**SECTION 6. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this \_ day of May 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit "A" – Contract with American Janitorial Inc., (AJI)

Approved as to form and legality

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





# RFP-PW-18-22 - Custodial and Cleaning Services of City Facilities

## Project Overview

Project Details	
Reference ID	RFP-PW-18-22
Project Name	Custodial and Cleaning Services of City Facilities
Project Owner	Jesse Scott
Project Type	RFP
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Request for Proposal is issued to obtain creative proposals for the most cost effective and efficient Custodial and Cleaning Services for City owned facilities meeting minimum requirements set forth herein.
Open Date	Jan 31, 2018 8:00 AM EST
Close Date	Mar 01, 2018 2:00 PM EST

Awarded Suppliers	Reason	Score
American Janitorial, Inc.		83.64 pts





## Seal status

Requested Information	Unsealed on	Unsealed by
Proposal	Mar 01, 2018 2:03 PM EST	Kelly Downey
Forms 1-10, A-D	Mar 01, 2018 2:03 PM EST	Kelly Downey
Pricing Form C2	Mar 01, 2018 2:04 PM EST	Kelly Downey
Signed and Dated Addenda	Mar 01, 2018 2:03 PM EST	Kelly Downey

## 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?
Alex Boyer	Mar 06, 2018 6:17 PM EST	No





Roger Lachance	Mar 05, 2018 7:38 AM EST	No
Terry Jarvis	Mar 06, 2018 8:02 AM EST	No
Jesse Scott	Mar 02, 2018 9:28 AM EST	No
andy hyatt	Mar 05, 2018 8:14 AM EST	No
Lauren Johnston	Mar 01, 2018 4:07 PM EST	No





## Project Criteria

Criteria	Points	Description
Required Forms	Pass/Fail	All forms submitted and complete as requested
Experience and Past Performance	35 pts	Ability to provide satisfactory customer service and quality control as demonstrated by past experience with previous clients and firms comparable to the City of Palm Coast, including client references. References may be contacted during the evaluation process.
Ability to Provide Services	35 pts	Specific information on the company's ability to deliver the required services. Background on the company, including the number of years in business. How staff size compares with workload and schedules. Include experience of supervisory staff. Proposer must provide a thorough description of the overall approach to providing Custodial and Cleaning Services and describe why this is the best approach for The City of Palm Coast.
Ability to Follow Directions	10 pts	The Proposer's ability to follow the proposal preparation instructions set forth in this solicitation will also be considered to be an indicator of the Proposer's ability to follow instructions should they receive an award as a result of this solicitation.
Certification	10 pts	Proposer has provided documentation of being certified with ISSA (International





		Sanitary Supply Association) CIMS (The Cleaning Industry Management Standard).
Cost	10 pts	Costs will not be the sole deciding factor in the selection process, but will be considered in the case of this RFP.
Addenda	Pass/Fail	Signed and Dated, submitted with bid documents
<b>Total</b>	<b>100 pts</b>	





## Scoring Summary

### Active Submissions

	Total	Required Forms	Experience and Past Performance	Ability to Provide Services	Ability to Follow Directions
Supplier	/ 100 pts	Pass/Fail	/ 35 pts	/ 35 pts	/ 10 pts
American Janitorial, Inc.	83.64 pts	Pass	31.25 pts	30.5 pts	9.5 pts
ACP Facility Services	69.5 pts	Pass	24.25 pts	23 pts	6 pts
Boro Building & Property Maintenance	61.43 pts	Pass	20 pts	22 pts	7.75 pts
BMS, Inc	57.35 pts	Pass	19.25 pts	18 pts	7 pts
Inca Cleaning LLC	49.76 pts	Pass	17.75 pts	17.75 pts	5.75 pts





	Total	Required Forms	Experience and Past Performance	Ability to Provide Services	Ability to Follow Directions
Supplier	/ 100 pts	Pass/Fail	/ 35 pts	/ 35 pts	/ 10 pts
Stockton Maintenance Group, Inc	36.96 pts	Pass	12.5 pts	12 pts	3.75 pts

	Certification	Cost	Addenda
Supplier	/ 10 pts	/ 10 pts	Pass/Fail
American Janitorial, Inc.	7 pts	5.39 pts (\$234,052.68)	Pass
ACP Facility Services	6.25 pts	10 pts (\$126,161.04)	Pass
Boro Building & Property Maintenance	5.75 pts	5.935 pts (\$212,584.60)	Pass
BMS, Inc	6.25 pts	6.849 pts (\$184,192.80)	Pass





	Certification	Cost	Addenda
Supplier	/ 10 pts	/ 10 pts	Pass/Fail
Inca Cleaning LLC	3.25 pts	5.26 pts (\$239,832.00)	Pass
Stockton Maintenance Group, Inc	2.75 pts	5.962 pts (\$211,621.42)	Pass



#	File #	Item	Title	Staff
			<b>Workshop 5/29/2018</b>	
1		Resolution	Pep Tank Pump Panel Assembly	Adams/Ashburn
2		Resolution	WasteWater Residue Services	Adams/Ashburn
3		Resolution	Concentrate Discharge Pump and Motor WTP 3	Adams/Roussell
4		Presentation	Fund Accounting and Long Term Planning	Alves/Williams
5		Resolution	Lakeview Path construction	Cote
6		Resolution	CI Lakeview Blvd and Seminole Woods turnaround	Cote
7		Resolution	Whiteview Design	Cote
8		Presentation	Executive Search Firms Presentations	Council
9		Presentation	Kick Start Program Town Center	Newingham
			<b>Business 6/5/2018</b>	
1		Resolution	Concentrate Discharge Pump and Motor WTP 3	Adams/Roussell
2		Presentation	Citizen's Academy Graduation 43	Lane
3		Presentation	Palm Coast Historical Society Strategic Plan	Lane
4		Proclamation	Fire	Lane
			<b>Workshop 6/12/2018</b>	
1		Presentation	Property Tax and Other Revenue	Alves/Williams
2		Resolution	Old Kings Road ROW's	Cote
3		Presentation	Liter	Mini
			<b>Business 6/19/2018</b>	
1		Resolution	Old Kings Road ROW's	Cote
2		Presentation	Flagler County Health Dept. Update	Lane
			<b>Workshop 6/26/2018</b>	
			<b>Business 7/03/2018</b>	
			<b>Workshop 7/10/2018</b>	
1		Presentation	General Fund and TRIM Rate	Alves/Williams
			<b>Business 7/17/2018</b>	
1		Resolution	Proposed Millage Rate	Alves/Williams
			<b>Future</b>	
1		Resolution	Purchase of Wastewater Collection Odor Control Units	Adams/Ashburn
2		Resolution	Master Plan SCADA Telemetry Standardization	Adams/Hogan



<b>3</b>		Resolution	Fixed Base Meter Reading	Adams/Zaleski
<b>4</b>		Resolution	Annual Fire Inspection Fees	Alves
<b>5</b>		Presentation	Proprietary and Special Revenue Funds 8/14	Alves/Williams
<b>6</b>		Resolution	Budget Workshop - Final Proposed Budget 8/28	Alves/Williams
<b>7</b>		Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
<b>8</b>		Resolution	Purchase/Installation Ozone Odor Control Unit WWTP #1	Blake
<b>9</b>		Resolution	Purchase/Installation Primary Clarifier Process Equipment WWTP #1	Blake
<b>10</b>		Resolution	Interlocal Mala Compra Storm Drain Project	Blake/Kronenberg
<b>11</b>		Resolution	CI Lakeview Blvd. and Seminole Woods N turnaround	Cote
<b>12</b>		Presentation	Street Resurfacing Update	Cote
<b>13</b>		Resolution	Bulldog Drive Maintenance Map	Cote
<b>14</b>		Presentation	Finalize 5 Year CIP 7/31	Cote
<b>15</b>		Resolution	Stormwater and Environmental Engineering Services WO	Cote/Peel
<b>16</b>		Resolution	Plan Administrator for Retirement Benefits	Cullen
<b>17</b>		Resolution	Property Exchange NECGA	Falgout
<b>18</b>		Resolution	IA Flagler Schools Fire Truck Donation	Forte
<b>19</b>		Ordinance	Amend LDC Chapter 5 rewrite	Hoover
<b>20</b>		Presentation	Citizen's Academy Graduation-10/16 44	Lane
<b>21</b>		Ordinance 1st	Coastal Trace FLUM	Papa
<b>22</b>		Ordinance 1st	Coastal Trace Rezoning	Papa





## Meeting Calendar for 5/16/2018 through 6/30/2018

**5/16/2018 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**5/24/2018 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

**5/29/2018 9:00 AM**

City Council Workshop  
City Hall

**6/5/2018 10:00 AM**

Animal Control Hearing  
City Hall

**6/5/2018 6:00 PM**

City Council  
City Hall

**6/6/2018 10:00 AM**

Code Enforcement Board  
City Hall

**6/12/2018 9:00 AM**

City Council Workshop  
City Hall

**6/19/2018 9:00 AM**

City Council  
City Hall





## Meeting Calendar for 5/16/2018 through 6/30/2018

**6/20/2018 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**6/26/2018 9:00 AM**

City Council Workshop  
City Hall

**6/28/2018 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall



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

Agenda Date : 05/15/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	3534	<b>Account</b>
		<b>#</b>
<b>Subject</b>	ATTACHMENTS TO MINUTES	
<b>Background :</b>		
<b>Recommended Action :</b>		



# Rezoning Request – Application 3449 40 Colechester Lane

May 15, 2018





# Location/Aerial Map



- North of Palm Harbor Parkway
- Adjacent to the entrance of Long's Creek Preserve



# Future Land Use Map



- Residential FLUM allows single family and multifamily zoning.



# Current Zoning Map – 40 Colechester Lane



- Current Zoning MFR-1
- Originally part of tract purchased for the Preserve.



# Proposed Zoning Map – 40 Colechester Lane



- Current Zoning SFR -1
- .41 +/- acres
- Vacant



# Development Standards Comparison Table

## 40 Colechester Lane.

<b><u>Criteria</u></b>	<b><u>SFR-1</u> <u>(Proposed)</u></b>	<b><u>MFR-1 (Existing)</u></b>
<b>Min. Lot Size</b>	6,000 sq. ft.	
<b>Min. Site Size</b>	--	3 acres
<b>Min. Lot Width</b>	50'	25' for townhouses 100' for multi-family
<b>Min. Living Area</b>	1,200 sq. ft.	650 sq. ft.
<b>Max. Bldg. Height</b>	35'	50'
<b>Max. Density (units/acre)</b>	6 DU/acre	8 DU/acre



# Findings Based on LDC Chapter 2, Sec. 2.05.05

*A. The proposed development must not be in conflict with or contrary to the public interest;*

- The proposed rezoning will promote single family uses in a single family neighborhood.

*B. The proposed development must be consistent with the provisions of the Land Development Code and the Comprehensive Plan;*

- Staff found it consistent with the LDC and the goals of the Comprehensive Plan. Avoids potentially intrusive land uses, consistent with the Comp Plan.





# Findings Based on LDC Chapter 2, Sec. 2.05.05

*C. The proposed development must not impose a significant financial liability or hardship for the City;*

- The infrastructure is nearby and will be reviewed during permitting.

*D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;*

- The site is designated “Residential” on the FLUM which allows less intensive zoning than the current zoning. The proposed SFR -1 Zoning District is consistent with “Residential” FLUM.





# Findings Based on LDC Chapter 2, Sec. 2.05.05

*E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes;*

- The project will be subject to further review and compliance with the City's LDC, Comprehensive Plan, and requirements of all other applicable agencies throughout the development process.





Questions?

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# PIPE REPLACEMENT PROJECTS

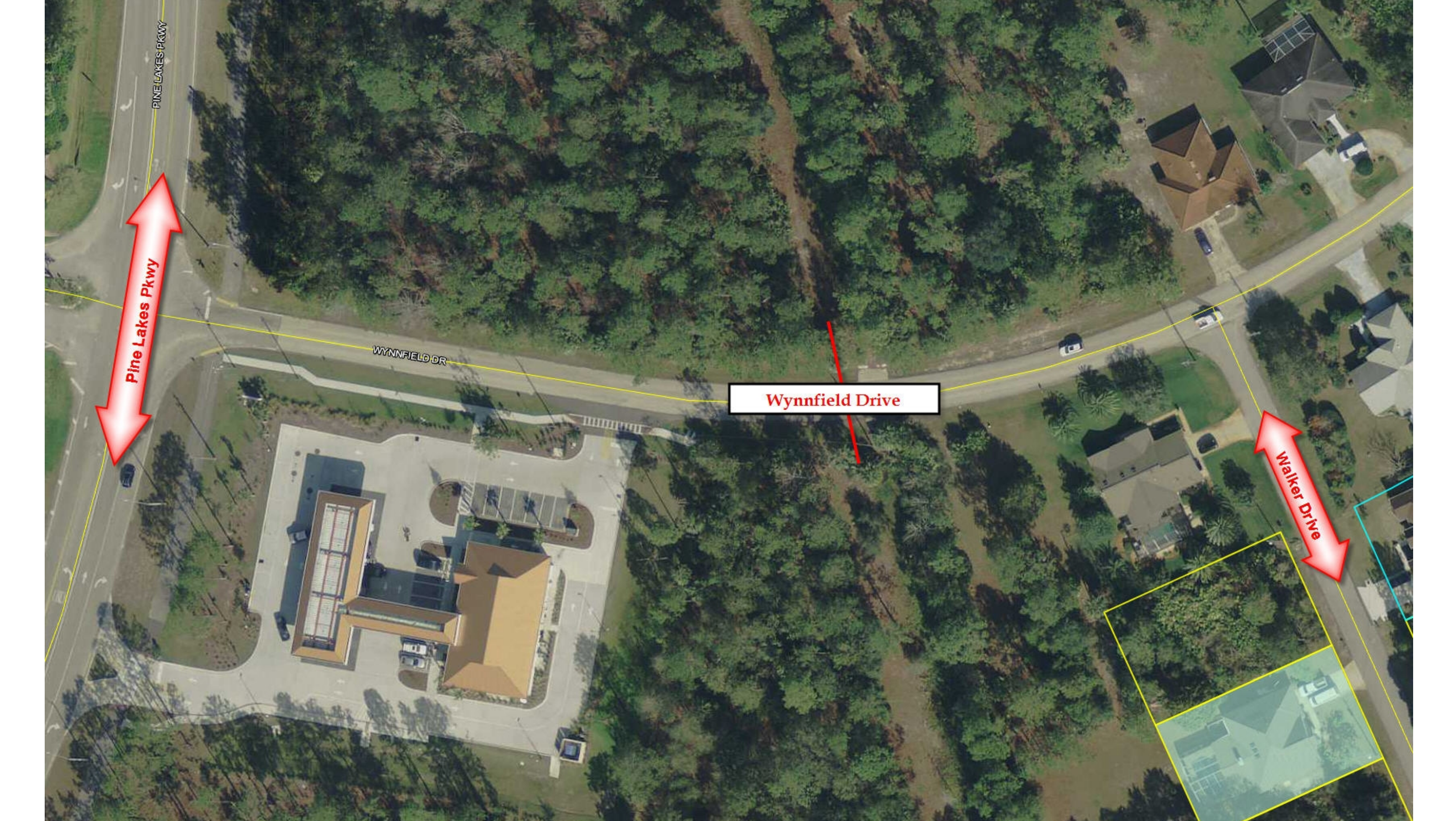


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PINE LAKES PKWY

Pine Lakes Pkwy

WYNNFIELD DR

Wynnfield Drive

Walker Drive











## PROJECT COSTS

### Royal Palms Parkway

- A.W.A. Contracting Co., Inc.
- \$156,336.00

### Winnfield & Pine Lakes

- A.W.A. Contracting Co., Inc.
- \$179,192.50

### Rymfire Drive

- A.W.A. Contracting Co., Inc.
- \$75,802.25

### Pritchard Drive

- GPS Civil Construction, Inc.
- \$113,462.00

### Contingency

- \$52,479.27



## FUNDING SOURCES

### Stormwater Fund

- \$375,000
- Shifted modeling improvements and other minor projects to FY19.

### General Fund Transfer

- \$200,000
- Sufficient funds are not available in the Stormwater Fund to fully absorb the cost of the pipe replacement projects this fiscal year.



# HAMMOCK DUNES BRIDGE EASEMENT IMPROVEMENTS



*Find Your Florida*



### PHASE 1 PLAN

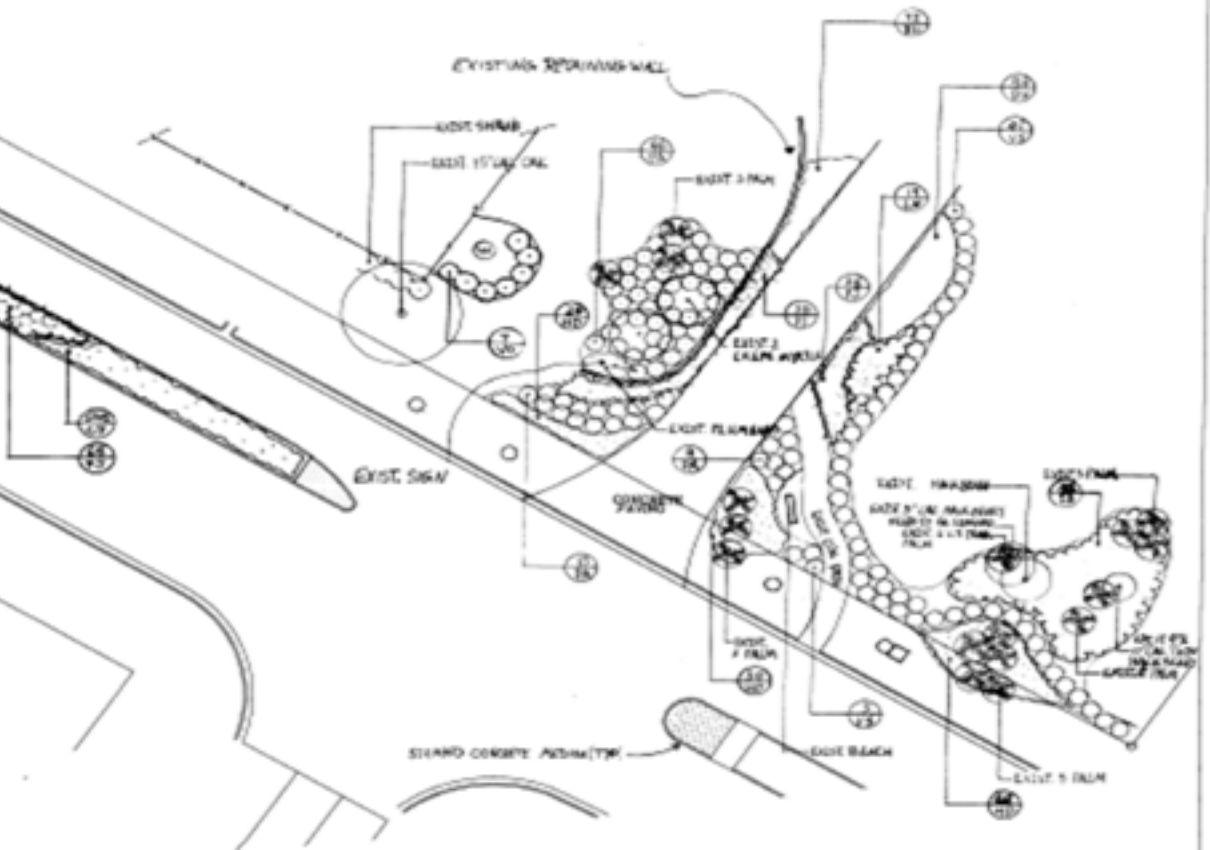
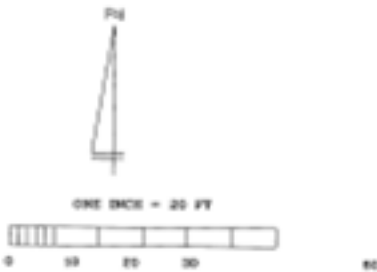
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IRIGATION LEGEND		
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3	Number 100-10-10-10-10	1/28
4	Number 100-10-10-10-10	1/28
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98	Number 100-10-10-10-10	1/28
99	Number 100-10-10-10-10	1/28
100	Number 100-10-10-10-10	1/28

IRRIGATION LEGEND (cont.)		
SYMBOL	DESCRIPTION	DETAILS
	PUMP & VALVE UNIT	SEE DETAIL
	MAINLINE	SEE DETAIL
	LATERAL LINE	SEE DETAIL
	VALVE	SEE DETAIL
	MASTER PKG. CONTROLLER	SEE DETAIL
	SOLENOID VALVE	SEE DETAIL

WELL SPECIFICATIONS:  
PUMP SHALL BE CAPABLE  
OF PRODUCING 50 GPM AT  
50 PSI AT THE PUMP

Zone	Gallons
1	31.41
2	26.85
3	43.00
4	41.52
5	33.80
6	56.42

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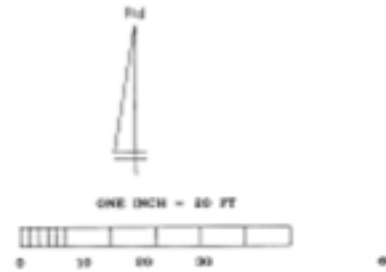
CITY OF  
PALM COAST, FLORIDA

PALM HARBOR PARKWAY  
SAFETY IMPROVEMENTS  
LANDSCAPE PLANTING PLAN

SHEET 10F4



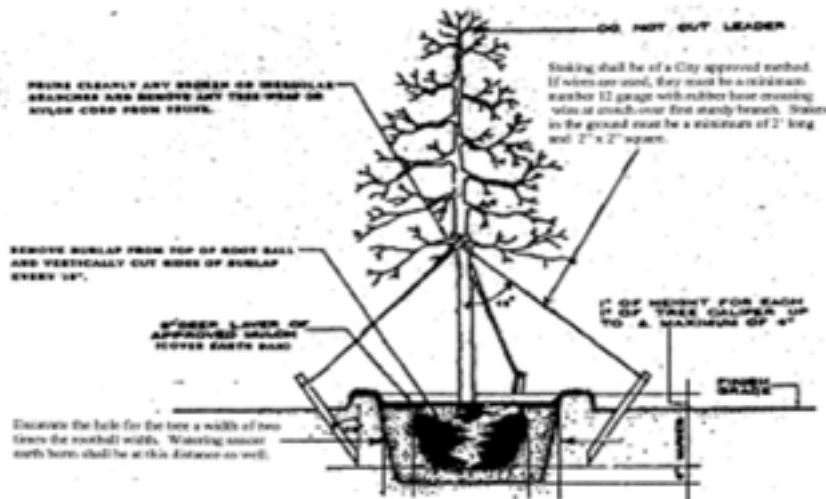
PALM COAST PARKWAY



R/W LINE (TYP)

PALM HARBOR PARKWAY

**TREE PLANTING/STAKING DETAIL**



NO.	DATE	DESCRIPTION

CITY OF  
PALM COAST, FLORIDA

PALM HARBOR PARKWAY  
SAFETY IMPROVEMENTS  
LANDSCAPE PLANTING PLAN

SHEET 2 OF 4



### EXHIBIT "C" ALLEGANT PROPERTIES AND PHASE 2 PARKING AND LANDSCAPE PLAN

