



# City of Palm Coast

## Agenda

### 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**

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

**A CALL TO ORDER**

**B PLEDGE OF ALLEGIANCE TO THE FLAG**

**C ROLL CALL**

**D PUBLIC PARTICIPATION**

**E PRESENTATIONS**

**1 DISCUSSION ON COUNCIL VACANCY PROCEDURE**

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

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

**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**

**F WRITTEN ITEMS**

- 5 RESOLUTION 2018-XX APPROVING THE 2018 FIND GRANT FOR THE WATERWAY  
CLEANUP**
- 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**
- 7 RESOLUTION 2018-XX APPROVING CONTRACT WITH AMERICAN JANITORIAL  
INCORPORATED (AJI) FOR ANNUAL CITYWIDE JANITORIAL CLEANING**

**G PUBLIC PARTICIPATION**

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

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

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

**K ADJOURNMENT**

**8 CALENDAR/WORKSHEET**

**ATTACHMENTS TO MINUTES**

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 05/08/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	3231	<b>Account</b>
<b>Subject</b> DISCUSSION ON COUNCIL VACANCY PROCEDURE		
<p><b>Background:</b>  <b><u>UPDATE FROM THE MAY 1, 2018 BUSINESS MEETING.</u></b> This item was continued from the May 1, 2018 Business Meeting. Staff has adjusted the proposed timeline as follows:</p> <p style="padding-left: 40px;">May 9, 2018 - Send out letters to former Council Members, Board/Committee Members and Citizen Academy graduates residing in District 4</p> <p style="padding-left: 40px;">Advertise for applications on City website and in the News Tribune</p> <p style="padding-left: 40px;">May 23, 2018 @ noon - Applications due</p> <p style="padding-left: 40px;">May 29, 2018 workshop - Review and shortlist applicants to be interviewed</p> <p style="padding-left: 40px;">June 4, 2018 through June 8, 2018 – One-on-One Interviews</p> <p style="padding-left: 40px;">June 12, 2018 Special Meeting – Appointment to Seat 4</p> <p><b><u>ORIGINAL BACKGROUND FROM THE MAY 1, 2018 BUSINESS MEETING.</u></b> At the April 24, 2018 Workshop, Council Member Steve Nobile announced his resignation effective for May 16, 2018. The City Charter states that the remaining Council Members are to fill the vacancy within 30 days of a vacancy. This item was to be presented at the May 1, 2018 Business Meeting but was postponed at the Mayor's request.</p> <p>The proposed timeline for the procedure of filling Seat 4 will be as follows:</p> <p style="padding-left: 40px;">May 2, 2018 - Send out letters to former Council Members, Board/Committee Members and Citizen Academy graduates residing in District 4</p> <p style="padding-left: 40px;">Advertise for applications on City website and in the News Tribune</p> <p style="padding-left: 40px;">May 21, 2018 @ 5:00 p.m. - Applications due</p> <p style="padding-left: 40px;">May 29, 2018 workshop - Review and shortlist applicants to be interviewed</p> <p style="padding-left: 40px;">June 4, 2018 through June 8, 2018 – One-on-One Interviews</p> <p style="padding-left: 40px;">June 12, 2018 Special Meeting - Appointment to Seat 4</p>		
<p><b>Recommended Action :</b>  For discussion and direction.</p>		



## **CITY OF PALM COAST**

### **CITY ACCEPTS APPLICATIONS FOR DISTRICT #4 COUNCIL SEAT LIMITED APPOINTMENT**

The City of Palm Coast is accepting applications from citizens residing in District #4 who are interested in appointment to the upcoming vacant City Council seat.

Applicants must be registered voters of Flagler County and qualified electors of the City of Palm Coast who not only reside within District #4, but maintain a residency within the District for at least 45 weeks of each year.

Applicants must be available to attend regular City Council meetings on the first Tuesday at 6:00 p.m. and the third Tuesday at 9:00 a.m. of each month. They also must be available for City Council Workshops on the second and the last Tuesdays of each month at 9:00 a.m.

Applications are available on the City's website [www.palmcoastgov.com/council](http://www.palmcoastgov.com/council) or by contacting the City Clerk at [ysmith@palmcoastgov.com](mailto:ysmith@palmcoastgov.com)

Interested citizens must submit an application, letter-of-interest, and a resume, to the Palm Coast City Clerk's Office no later than noon on May 23, 2018. This is a limited appointment for the remainder of Council Member Steve Nobile's term, which will end November 2018.

If you are unsure of the District in which you reside or have any other questions relating to this appointment, please contact the City Clerk's Office, City of Palm Coast, 160 Lake Avenue, Palm Coast 32164; phone - 386-986-3713; fax – 386-986-3714; email to [ysmith@palmcoastgov.com](mailto:ysmith@palmcoastgov.com).

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## APPLICATION

Thank you for your interest in serving the City of Palm Coast. This is for the remainder of Council Member Steve Nobile's term, which will end November 2018. This is a limited appointment. **Applications are due on May 23, 2018 @ noon.**

Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for the appointment of District 4.

**Please be advised that background screening of all applicants is required.**

### PLEASE ATTACHED RÉSUMÉ

- \* **Applicants must reside in District 4, maintain residency in District 4 for duration of appointment, and must reside in District 4 for at least 45 weeks in the year.**
- \* **Council Members are required to file a Financial Disclosure Form 1 with the City Clerk at time of appointment and ANNUALLY thereafter with the Flagler County Supervisor of Elections.**

**CITY COUNCIL MEMBERS ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.**

### 1. PERSONAL

Name: \_\_\_\_\_ E-mail address \_\_\_\_\_

Residence Address: \_\_\_\_\_ District # \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address (If Different from Residence): \_\_\_\_\_

Home Phone \_\_\_\_\_ Business Phone: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

How long have you been a permanent resident of Palm Coast? \_\_\_\_\_

Do you reside in District 4 for at least 45 weeks in the year? \_\_\_ Yes \_\_\_ No

What year did you become a continuous resident of the City of Palm Coast? \_\_\_\_\_

List all places of residence for the last five years.

Address	City & State	From	To

Are you a registered voter in Flagler County? ☐ Yes ☐ No

Have you ever used or been known by any other legal name? ☐ Yes ☐ No

If yes, explain: \_\_\_\_\_

Are you a citizen of the United States? ☐ Yes ☐ No

If no, explain: \_\_\_\_\_

If you are a naturalized citizen of the United States, date of naturalization: \_\_\_\_\_

**2. EMPLOYMENT HISTORY** (A résumé may be attached at the option of the applicant) (If retired, please still list your previous occupation and employment history.)

If retired, please list your occupation before retirement: \_\_\_\_\_

Occupation: \_\_\_\_\_ Current Employer: \_\_\_\_\_

Current Business Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone # \_\_\_\_\_

List all of your employment history during the last five years. Include employers' name, business address, type of business, occupation, or job title and period(s) of employment.

<u>Employer &amp; Address</u>	<u>Type of Business</u>	<u>Occupational Title</u>	<u>Period of Employment</u>

Have you ever been employed by any state, district, or local governmental agency in Florida? ☐ Yes ☐ No  
If yes, identify the position(s), the name(s) of the employing agency and the period of employment.

<u>Position</u>	<u>Employee Agency</u>	<u>Period of Employment</u>

**3. EDUCATION**

High School: \_\_\_\_\_ Year Graduated: \_\_\_\_\_

Name & Location

List postsecondary educational institutions or programs attended:

Name & Location

Dates Attended

Certificate/Degrees Received


**4. MILITARY SERVICE**

Are you or have you ever been a member of the Armed Forces? ☐ Yes ☐ No

Date of Service: \_\_\_\_\_

Branch or Component: \_\_\_\_\_

Date and Type of Discharge: \_\_\_\_\_

**5. INTEREST/ACTIVITIES/COMMUNITY AND/OR CIVIC INVOLVEMENT?**

Are you currently or have you ever served on any City Volunteer Board or Committee? ☐ Yes ☐ No

If yes, which Board  
or Committee?

\_\_\_\_\_

List any business, professional, occupational, civic, or fraternal organizations or community groups of which you have been a member during the past five (5) years.

Name of Organization(s)

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## 6. QUALIFICATIONS FOR APPOINTMENT

State your experiences and interests or elements of your personal history that qualify you for this appointment.

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Have you received any degree(s), professional certification(s), or designation(s) related to the subject matter of this appointment? If yes, list below: ☐ Yes ☐ No

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Do you currently hold any office or position (appointive, civil service, or other) with any government entity? If yes, list below: ☐ Yes ☐ No

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Have you ever been elected or appointed to any public office? If yes, list below: ☐ Yes ☐ No

<u>Office Title</u>	<u>Date of Election or Appointment</u>	<u>Term of Office</u>	<u>Level of Government</u>
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Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the City of Palm Coast to which you have been appointed or are seeking appointment? ☐ Yes ☐ No If yes, explain below:

<u>Name of Business</u>	<u>Relationship to the Business</u>	<u>Business Relationship to Agency</u>
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Have you held or do you hold any occupational or professional licenses(s) in the State of Florida? ☐ Yes ☐ No If yes, provide the information below. If any disciplinary action (fine, probation, suspension, revocation, disbarment, etc.) has been taken against you by the issuing authority, state the type and date of this action.

<u>License/certificate Title &amp; No.</u>	<u>Original Date of Issuance</u>	<u>Issuing Authority</u>	<u>Disciplinary Action/Date</u>
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How do you believe that your education, experience, talents and skills will benefit the work of the City Council and are you willing to act as a decision maker and not as an advocate, as required by law?

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**7. REFERENCES – Please list three references (business and/or personal)**

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Name, Address & Telephone Number

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Name, Address & Telephone Number

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Name, Address & Telephone Number

**8. ACKNOWLEDGMENT**

***If required by law, will you file a financial disclosure statement?***

☐ Yes

☐ No

I understand the responsibilities associated with being a member of the City Council and that I am subject to financial disclosure laws and ex parte communications rules and that I will be subject to the Code of Ethics for Public Officers and Employees and City rules of conduct.

I certify that I have adequate time to serve if appointed and that I will serve in accordance with the requirements of the City Council to which I am appointed.

**Further, by executing this application below,** I am authorizing City staff to perform a personal background screening, which shall include a general criminal records check and other checks relative to City Council for which I am applying.

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Signature

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Date

**RETURN TO:** City Clerk's Office  
City of Palm Coast  
160 Lake Avenue  
Palm Coast, Florida 32164

**PHONE:** 386-986-3713  
**FAX:** 386-986-3714  
**EMAIL:** [vsmith@palmcoastgov.com](mailto:vsmith@palmcoastgov.com)  
**WEBSITE:** [www.palmcoastgov.com](http://www.palmcoastgov.com)

**ALL CITY COUNCIL MEMBERS ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.**

**\*SUNSHINE LAW:** The primary purpose of Government in the Sunshine Law is to assure public access to the decision-making processes of public boards and commissions. The Sunshine Law extends to discussions and deliberations as well as to formal actions taken by boards and commissions.



# City of PALM COAST

Administrative Services & Economic Development  
Office of the City Clerk

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3713

May 9, 2018

To Our Dedicated Board/Committee and Citizens Academy Members:

The City of Palm Coast would like to invite you to consider taking on a more dynamic leadership role in your City government. You have already shown your genuine support for Palm Coast, via Board/Committee or Citizens Academy participation. With the resignation of Council Member Steve Nobile, the City Council is now accepting applications to fill Mr. Nobile's District 4 vacant Council seat for June 2018 through mid-November 2018. This is a limited appointment.

Qualifications are as follows:

- Applicants must be registered voters of Flagler County and qualified electors of the City of Palm Coast who reside within District 4 and maintain a residency within the District for at least 45 weeks of each year.
- Applicants must be available to attend regular City Council meetings on the first Tuesday of each month at 6:00 p.m. and the third Tuesday of the month at 9:00 a.m. They also must be available on the second and last Tuesdays of the month at 9:00 a.m. for City Council Workshops.

If you are interested in making a difference for your fellow citizens and applying for City Council, please send a letter of interest and your resume to Virginia Smith, City Clerk, no later than May 23 at noon. You may hand-deliver your application or you may send it by mail, fax, or email.

Please consider this opportunity to serve your community further by applying for the open City Council seat. I look forward to hearing from you.

Sincerely,

Virginia A. Smith, MMC, CP  
City Clerk/Paralegal  
[vsmith@palmcoastgov.com](mailto:vsmith@palmcoastgov.com)



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## City of Palm Coast, Florida Agenda Item

Agenda Date : 5/8/2018

<b>Department</b>	FINANCE	<b>Amount</b>
<b>Item Key</b>	3193	<b>Account</b>
		<b>#</b>
<b>Subject</b>	PRESENTATION OF CURRENT YEAR-TO-DATE BUDGET	
<b>Background :</b> In preparation for the upcoming Fiscal Year 2019 Budget, the Finance Department will be providing City Council with an update on the year-to-date Budget for Fiscal Year 2018.		
<b>Recommended Action :</b> For presentation only.		

# 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
A.W.A. Contracting Co., Inc.	New total \$179,192.50
S.E Cline Construction, Inc.	New total \$205,595.88
GPS Civil Construction, Inc.	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>	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. There were no changes suggested to this item.

**Original Background from the May 8, 2018 Workshop**  
**Easement**  
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

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

Return to:

**City Clerk's Office**

City of Palm Coast  
2 Commerce Blvd.  
Palm Coast, FL 32164



### **UTILITY EASEMENT AGREEMENT**

**THIS UTILITY EASEMENT AGREEMENT** (the "Agreement") is made as of the 15<sup>th</sup> day of Sept, 2007, by and between the DUNES COMMUNITY DEVELOPMENT, a Chapter 190, *Florida Statutes*, unit of local special purpose government, whose address is 5000 Palm Coast Parkway, S.E.; Palm Coast, Florida 32137, (the "DCDD"); and the CITY OF PALM COAST, FLORIDA, a Florida municipality, whose address is 2 Commerce Boulevard, Palm Coast, Florida 32164, (the "City").

#### **RECITALS:**

A. DCDD is the owner of certain real property more particularly described on Exhibit "A" attached hereto (the "Easement Parcel") portions of which Easement Parcel are submerged and portions of which are used in the operation of a toll bridge and related uses (collectively, the "Bridge Uses").

B. City owns and operates a public wastewater collection, transmission, treatment and disposal system located in Flagler County, Florida, (the "Wastewater System") and in connection therewith the City wishes to construct a wastewater transmission force main crossing the Intracoastal Waterway, pursuant to certain specifications and drawings to be prepared by the City or its designee and approval by DCDD (the "Plans and Specifications") within the Easement Parcel (the "Project").

C. DCDD has agreed to grant City a perpetual, non-exclusive utility easement over, across, through and under the Easement Parcel, for the benefit of City, its successors and assigns as provided herein, on the terms and for the purposes described below.

**NOW THEREFORE**, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be mutually bound do hereby agree as follows:

1. **Recitals.** The aforementioned Recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Utility Easement.** DCDD hereby grants and conveys to City, for the benefit of the City Wastewater System, a perpetual, non-exclusive easement over, on, and under the Easement Parcel for construction, operation, maintenance, repair, and replacement of the Project. The City shall obtain, retain, and renew all necessary federal, state, and local permits required to operate and maintain the Project during the duration of this Agreement and/or the City's operation of the Project on the Easement Parcel. The parties recognize and agree that unless and until DCDD has approved the Plans and Specifications, the City shall not begin construction of the Project or utilization of the Easement Parcel in any way.

3. **Successors and Assigns.** The burdens of this Agreement shall run with title to the Easement Parcel, and all rights granted hereunder shall be appurtenant to the interest of the City hereto. This Agreement shall be binding upon and inure to the benefit of the City and its respective successors and assigns. DCDD reserves the right to assign all and/or portions of its rights and obligations under this Agreement to designated successor or assign pursuant to a written assignment.

4. **"As Is" Condition.** The Easement Parcel to be used by the City for the purposes stated herein is delivered to and accepted by the City in "As Is" condition and without any warranty or representation, express or implied by DCDD, as to the condition or suitability for the City's purposes whatsoever.

5. **Liens.** In the event that any claim of lien is filed against the Easement Parcel arising from any act of the City, the City shall promptly have such claim of lien canceled and discharged of record as a claim against the Easement Parcel (either by payment and satisfaction or by removal by transfer to bond or deposit as permitted by law) within thirty (30) days after written notice from DCDD. In the event of a dispute between the City and DCDD as to the causation of the lien, the City agrees and covenants to promptly remove such lien from the Easement Parcel.

6. **Compliance with Laws.** Nothing herein shall preclude DCDD from fulfilling any requirement, obligation or condition imposed on DCDD by permit, ordinance, regulation, or other local, state or federal law. The City's Project, and use of the Easement Parcel granted herein, shall at all times comply with all applicable federal, state and local laws, rules, regulations, orders and requirements.

7. **Nuisance.** The City agrees that the construction, operation and maintenance of the Project shall not result in a nuisance or objectionable odor, as measured by criteria of the Florida Department of Environmental Protection for odors. In the event of any such nuisance, DCDD shall have all legal and equitable remedies available to cause the City to cease such activities (and take corrective actions) resulting in a nuisance, including but not limited to the right to injunctive relief.

8. **No Impairment of Bridge Uses.** The City agrees that the Project will be constructed, maintained and operated by the City in a manner that does not impair DCDD, its successors or assigns, for Bridge Uses.

9. **Improvements by City to Easement Parcel and DCDD Construction Activities.**

Since DCDD has constructed and is maintaining certain roadway, utility, impoundment, bulkhead, navigable waterway and other related improvements in portions of the Easement Parcel, City agrees that neither City, nor any of its successors or assigns, will undertake any improvements within the Easement Parcel, other than initial construction of the Project, without obtaining the prior written consent of DCDD (such consent not to be unreasonably withheld or delayed by DCDD). Any improvements and/or maintenance activities made and/or undertaken by City to the Easement Parcel consistent with the provisions of this Agreement shall be at City's sole cost and expense. The prior written consent provisions shall not apply to emergency improvements and/or repairs required by City to the Easement Parcel, consistent with the terms of this Agreement, provided City shall notify DCDD of the same as soon as reasonably possible under the applicable circumstances and provide DCDD copies of the plans and specifications for such improvements and/or repairs. City acknowledges and agrees that DCDD's construction and maintenance of the roadway, utility drainage and other related improvements may require DCDD to temporarily, from time to time, restrict access to the Easement Parcel, provided alternative temporary access is provided by DCDD as reasonably required by City consistent with the terms of this Agreement.

10. **Relocation of Easement Parcel.** DCDD reserves the right to permanently relocate all or portions of the Easement Parcel from time to time provided such relocated Easement Parcel components continue to provide materially equivalent rights consistent with the terms of this Agreement and such relocation otherwise complies with all applicable permitting.

11. **Dedication of Easement Parcel.** DCDD reserves the right to dedicate the Easement Parcel to any governmental authorities with authority to accept such dedication for use as a public roadway, related uses, drainage and/or utilities, provided that, after such dedication, the City is provided with materially equivalent rights to those granted under this Agreement.

12. **Reservation of Rights by DCDD.** The right to use the Easement Parcel for any purpose not incompatible with the easements granted by this Agreement is expressly reserved by the DCDD.

13. **City Maintenance of Easement Parcel.** The City agrees to be responsible, at the City's sole cost and expense, to maintain the Project to a standard reasonably acceptable to DCDD. The City acknowledges and agrees that if the City fails to so maintain the Project constructed by the City in the Easement Parcel, DCDD shall have the right but not the obligation to perform such maintenance at the City's cost and expense if the City fails to correct the same within thirty (30) days of written notice of such failure to maintain the Project.

14. **Choice of Laws.** This Agreement shall be construed under the laws of the State of Florida. Venue of any action involving this Agreement shall lie in Flagler County, Florida.

15. **Authority.** The parties each represent that they have the necessary authority to execute this Agreement and carry out the covenants and activities contemplated herein.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and understanding between the City and DCDD with respect to the easement granted by this Agreement. This Agreement may not be amended, except by instrument in writing executed by the City and DCDD, or their designated successor or assign, and no other signature of such amendment shall be required of any other current or subsequent beneficiary of this Agreement, if any. This Agreement shall automatically terminate in the event the City has not completed construction of the Project within [three years] of the effective date of this Agreement.

17. **Severability.** The invalidity of any provision contained in this Agreement shall not affect the remaining portions of this Agreement, provided that such remaining portions remain consistent with the intent of this Agreement and do not violate Florida law, which law shall govern this Agreement.

18. **Construction.** The parties acknowledge that each party has reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

19. **Attorneys' Fees and Costs.** In the event of any litigation with respect to the rights and obligations of the parties to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party, whether incurred at trial, on appeal, or in any bankruptcy or collection proceedings.

20. **Notice.** All notices shall be in writing and shall be deemed to have been properly given on the earlier of (i) when delivered in person, (ii) when deposited in the United States Mail, with adequate postage, and sent by registered mail or certified mail with return receipt requested, to the appropriate party at the address set out below, (iii) sent by facsimile with confirmed receipt, or (iv) when deposited with any nationally recognized overnight delivery service for next day delivery, addressed to the appropriate party. Notices shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance.

21. **Remedies.** In the event of any violation of this Agreement by the City, the City shall remedy the same to DCDD's satisfaction within ten (10) days of notification of the same, failing which DCDD shall have the right to pursue all legal and equitable remedies available to DCDD against the City as the result of the City's failure to remedy such matters, including the right of injunctive relief.

22. **Construction.** During the period of construction of the Project on the Easement Parcel, the provisions set forth in Exhibit "C" attached hereto and incorporated herein by reference shall apply to the City and its agents, employees, contractors and others having access to the Easement Parcel.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date first written above.

Signed, sealed, and delivered  
in the presence of:

Nancy Kocher  
Print Name: Nancy Kocher  
Barbara Mitchell  
Print Name: BARBARA MITCHELL

**City of Palm Coast, Florida**  
a Florida municipality

By: Jim Landon  
Print Name: Jim Landon  
Its: City Manager

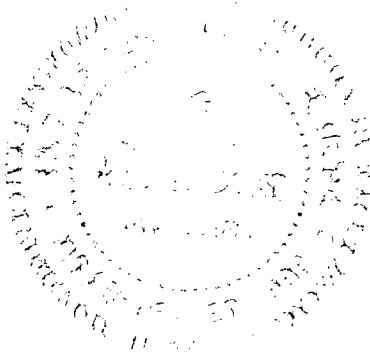
STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 12 day of Sept, 2008,  
by Jim Landon, as City Manager of the City of Palm Coast, Florida, a Florida municipality.



Clare M. Hoeni  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally Known ☒  
Or Produced ID ☐  
[check one of the above]  
Type of Identification Produced: \_\_\_\_\_



Signed, sealed, and delivered  
in the presence of:

**DUNES COMMUNITY DEVELOPMENT  
DISTRICT**, a unit of special purpose local  
government existing under the laws of the State of  
Florida

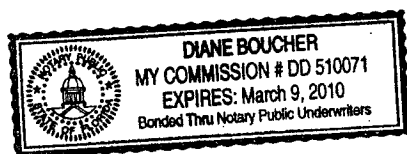
Maribel Alvarado  
Print Name: Maribel Alvarado

Paul Zimmerman  
Print Name: Paul Zimmerman

By: Richard M. Ryan  
Print Name: Richard M. Ryan  
Its: District Manager

STATE OF FLORIDA       }  
                                      }SS  
COUNTY OF FLAGLER    }

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of August, 2007,  
by Richard M. Ryan, the General Manager, of Dunes Community Development District, a unit of  
special purpose government, existing under the laws of the State of Florida.



Diane Boucher  
Print Name: Diane Boucher  
NOTARY PUBLIC  
State of Florida at Large  
Commission # DD 510071  
My Commission Expires: 3-9-2010

Personally Known ☒  
Or Produced I.D. ☐  
[check one of the above]

Type of Identification Produced  
\_\_\_\_\_

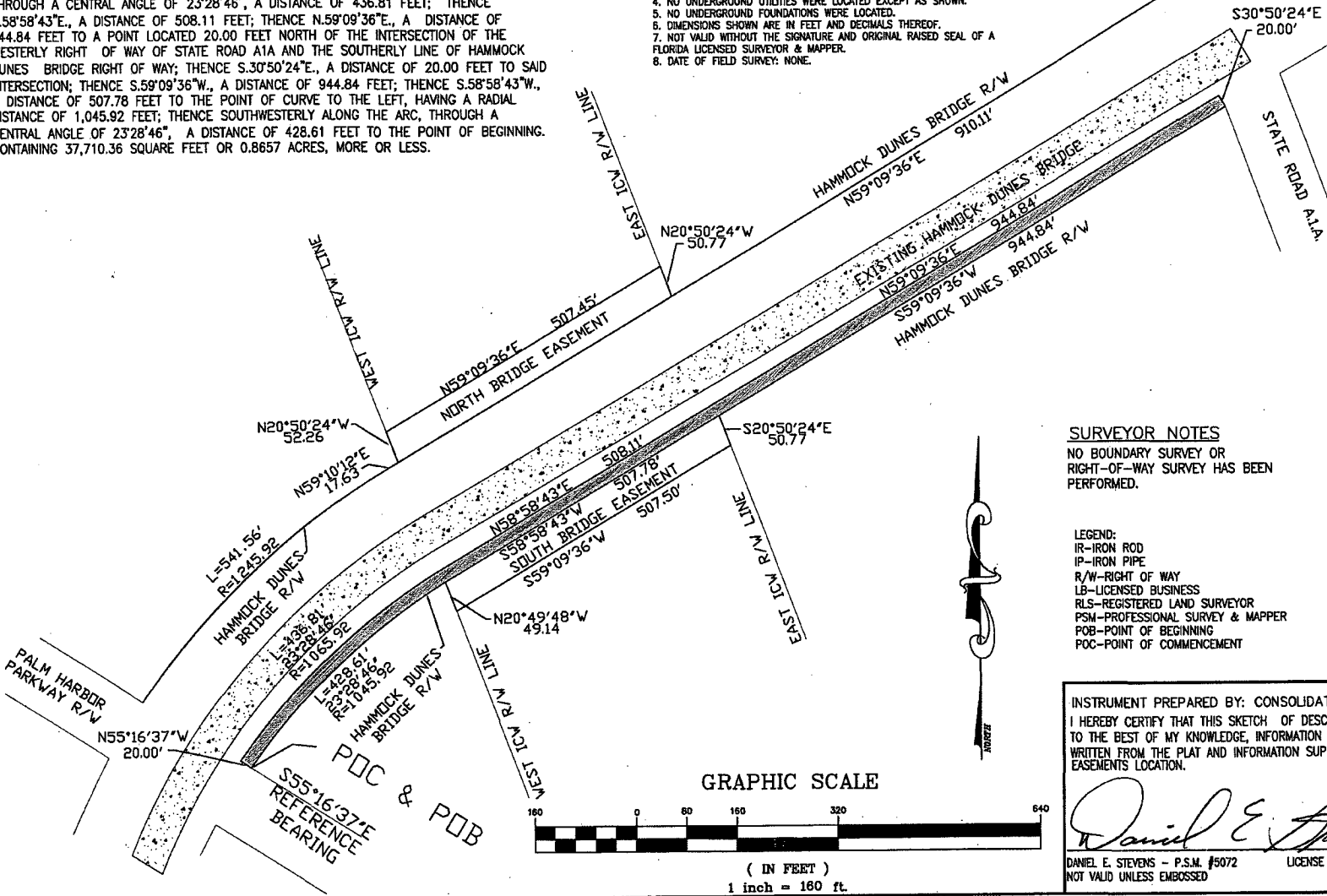
# EXHIBIT "A"

## EASEMENT PARCEL

LEGAL DESCRIPTION FOR A 20' UTILITY EASEMENT:  
 COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF PALM HARBOR PARKWAY AND THE SOUTHERLY RIGHT OF WAY OF HAMMOCK DUNES BRIDGE RIGHT OF WAY, SAID POINT BEING THE POINT OF BEGINNING; THENCE N.55°16'37"W., A DISTANCE OF 20.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIAL DISTANCE OF 1,065.92 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 23°28'46", A DISTANCE OF 436.81 FEET; THENCE N.58°58'43"E., A DISTANCE OF 508.11 FEET; THENCE N.59°09'36"E., A DISTANCE OF 944.84 FEET TO A POINT LOCATED 20.00 FEET NORTH OF THE INTERSECTION OF THE WESTERLY RIGHT OF WAY OF STATE ROAD A1A AND THE SOUTHERLY LINE OF HAMMOCK DUNES BRIDGE RIGHT OF WAY; THENCE S.30°50'24"E., A DISTANCE OF 20.00 FEET TO SAID INTERSECTION; THENCE S.59°09'36"W., A DISTANCE OF 944.84 FEET; THENCE S.58°58'43"W., A DISTANCE OF 507.78 FEET TO THE POINT OF CURVE TO THE LEFT, HAVING A RADIAL DISTANCE OF 1,045.92 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 23°28'46", A DISTANCE OF 428.61 FEET TO THE POINT OF BEGINNING. CONTAINING 37,710.36 SQUARE FEET OR 0.8657 ACRES, MORE OR LESS.

### GENERAL NOTES:

1. BEARINGS ASSUMED FOR THE EAST RIGHT OF WAY LINE OF PALM HARBOR PARKWAY, S55°16'37"E.
2. THIS SURVEY IS BASED ON SUPPLIED ENGINEERING PLANS OF HAMMOCK DUNES BRIDGE.
3. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF AN ABSTRACT. THERE MAYBE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN THAT COULD AFFECT THIS PROPERTY THAT MAYBE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
4. NO UNDERGROUND UTILITIES WERE LOCATED EXCEPT AS SHOWN.
5. NO UNDERGROUND FOUNDATIONS WERE LOCATED.
6. DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
7. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.
8. DATE OF FIELD SURVEY: NONE.



### SURVEYOR NOTES

NO BOUNDARY SURVEY OR RIGHT-OF-WAY SURVEY HAS BEEN PERFORMED.

### LEGEND:

IR-IRON ROD  
 IP-IRON PIPE  
 R/W-RIGHT OF WAY  
 LB-LICENSED BUSINESS  
 RLS-REGISTERED LAND SURVEYOR  
 PSM-PROFESSIONAL SURVEY & MAPPER  
 POB-POINT OF BEGINNING  
 POC-POINT OF COMMENCEMENT

INSTRUMENT PREPARED BY: CONSOLIDATED SURVEY INC.  
 I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS SHOWN TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AS WRITTEN FROM THE PLAT AND INFORMATION SUPPLIED FOR THE EASEMENTS LOCATION.

*Daniel E. Stevens*  
 DANIEL E. STEVENS - P.S.M. #5072 LICENSE BUSINESS NUMBER 6918  
 NOT VALID UNLESS EMBOSSED

**Consolidated Survey, Inc.**



533 NORTH NOVA ROAD, SUITE 114  
 ORMOND BEACH, FL 32174  
 386-677-6523 FAX:386-676-2169

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

SKETCH OF DESCRIPTION  
 - FOR -  
 20' UTILITY EASEMENT  
 TO CITY OF PALM COAST, FLORIDA

DRAWN BY: J.S.B.

CHECKED BY: D.E.S.

DATE: 8-01-07

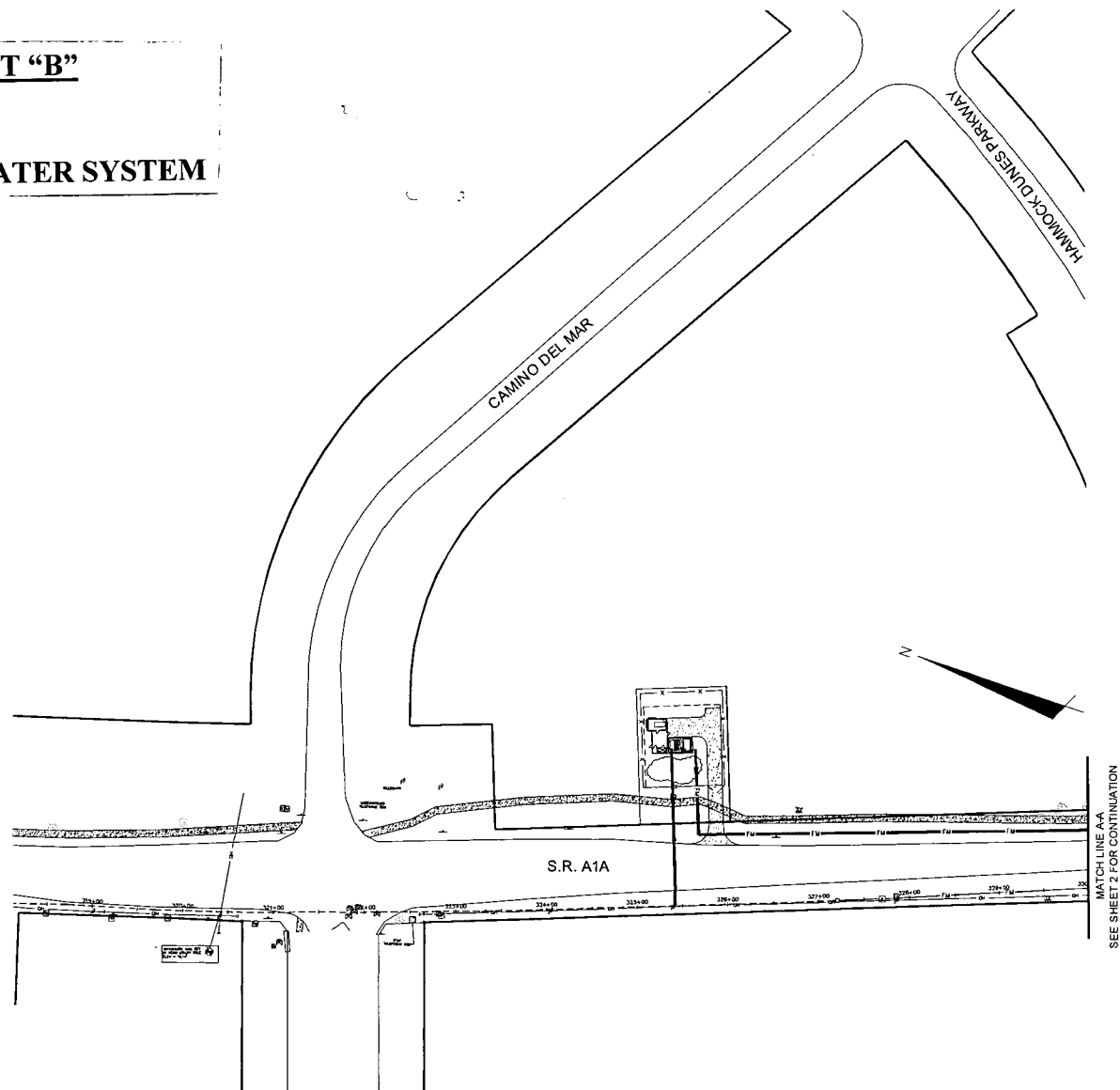
SCALE: 1" = 160'

JOB #: 24179

SHEET 1 OF 1



## CITY WASTEWATER SYSTEM

[illegible]

SCOTT R. SPOONER, P.E.  
PROFESSIONAL ENGINEER NO. 23272  
STATE OF FLORIDA



MCKIM & CREED

1 Farraday Lane, Suite 2E  
Palm Coast, Florida 32137  
Phone: (386)246-6300, Fax: (386)246-6323

[www.mckimcreed.com](http://www.mckimcreed.com)



S.R. A1A FORCE MAIN/  
MASTER PUMP STA  
AND FORCE MAIN TO WWTF

PROPOSED FORCE MAIN LOCATION

DATE:	9 MAY 07
WCE PROJ. #	2809-0
DRAWN	DM
DESIGNED	DM
CHECKED	SR
PROJ. MGR.	SR

SCALE  
HORIZONTAL:  
1"=50'  
VERTICAL:  
NA

1

STATUS: Preliminary Design

PE 172.004

DATE: 10 JAN 07	SCALE:	BAC FILE NUMBER:
WQZ PROJ. # 2859-0074	HORIZONTAL:	Drawing NUMBER:
DRAWN: DWP	VERTICAL:	2
DESIGNED: SPS	NA	
CHECKED: SPS		
PROJ. WQZ: SPS		
STATUS: Preliminary Design		REVISION:

## **EXHIBIT “C”**

### **CONSTRUCTION PROVISIONS**

1. **Grant of Temporary Construction Easement.** DCDD hereby grants and conveys to City, together with its agents and contractors (the “Benefited Parties”) for the purpose of allowing the Benefited Parties to construct the Project on the Easement Parcel all in accordance with the terms of this Agreement, a temporary, non-exclusive easement on, under, through, and across the Easement Parcel together with the right of access, ingress, and egress (including for construction vehicles, watercraft, boat, marine construction equipment, and other equipment) to and from the Easement Parcel for activities necessary or useful related to construction of the Project.

a. The Benefited Parties must provide written notice of the nature of the work to be completed within the Easement Parcel to DCDD forty-eight (48) hours prior to the commencement of the specific construction activity.

b. The Benefited Parties must provide DCDD written notice of any activities which will temporarily restrict access to, through, or from properties within the vicinity of the Easement Parcel and provide a proposed time duration and provide alternate access for the property owners and DCDD, provided the same is acceptable to DCDD, during the temporary restricted access period. Such notice shall be provided ninety-six (96) hours prior to commencement of said activities which temporarily restrict access subject to the alternative access requirements described herein.

2. **Restoration and No Above Ground Projects.** Upon completion of any repair, restoration, replacement, maintenance or other alteration of any part of the Project on, in, through, or under the Easement Parcel, the Benefited Party conducting such activities, at its sole expense, shall restore the Easement Parcel substantially to its pre-existing condition to the satisfaction of DCDD, and the Benefited Parties agree to be responsible at the Benefited Parties sole cost and expense to address any environmental remediation if any is required as the result of the Benefited Parties work in the Easement Parcel. The Benefited Parties acknowledge and agree that unless and to any limited extent set forth in the Plans and Specifications, **the easement granted by this Agreement does not grant the Benefited Parties any rights to construct above ground improvements on the Easement Parcel.**

3. **Insurance.** Each Benefited Party using the temporary construction easement granted by this Agreement shall maintain, at its sole cost and expense, commercial general liability insurance, including broad form property damage and personal injury (including death resulting therefrom) coverages and containing minimum limits per occurrence or \$1 million for property and personal injury. The policy of insurance obtained pursuant hereto by each Benefited Party shall be; (i) maintained throughout the term of construction without cost to DCDD, (ii) shall name DCDD as an additional insured, (iii) shall be issued by an insurer licensed in the State of Florida, (iv) shall provide for thirty (30) day notice to DCDD prior to termination, and (v) shall provide that all claims be allowable on events as they occur. Each Benefited Party shall deliver evidence of insurance and compliance with the provisions of this Paragraph to DCDD upon each renewal of the insurance policy intended to fulfill the Benefited Party’s insurance requirements as provided by this Section.

4. **Limitations of Liability.** Nothing herein shall operate as or be construed as a waiver of the City's limitations on liability contained in Section 768.28, Florida Statutes, or any successor law, and provided such limitation shall not apply to the extent of any insurance coverages carried by the City, or by the City's general contractor for the work called for in the Plans and Specifications. Nothing herein shall inure to the benefit of third parties.

5. **Indemnification.** To the extent permitted by law, each Benefited Party using the temporary construction easement granted by this Agreement, agrees and covenants to indemnify and hold harmless DCDD and its officers, agents and employees from any and all liability, costs, claims, actions, judgments, 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 this Agreement, including, but not limited to, the work to be performed by the Benefited Party, its agents, supervisors, contractors, employees or officers in connection with the Project, or their use of the Easement Parcel, including litigation or any appellate proceedings with respect thereto.

6. **Changes in the Plans and Specification and Delivery of As-Built Drawings.** Any subsequent changes to the Plans and Specifications shall be subject to DCDD's review and approval pursuant to the same review and approval requirements of DCDD with respect to the initial approved Plans and Specifications. Such approval shall not be unreasonably withheld or delayed by DCDD. Upon completion of the work called for in the Plans and Specifications, including restoration of the temporary easement areas to DCDD's satisfaction, the City shall provide as-built drawings certified to DCDD, detailing the vertical and horizontal location of the Project, illustrations of the relationship of the Project to other facilities (including underground utilities, bulkhead, roadway, property and parcel lines, and channel) and any other locatable portion of the improvements described in the Plans and Specifications. The as-built drawings shall be prepared by a land surveyor or engineer licensed in the State of Florida.

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

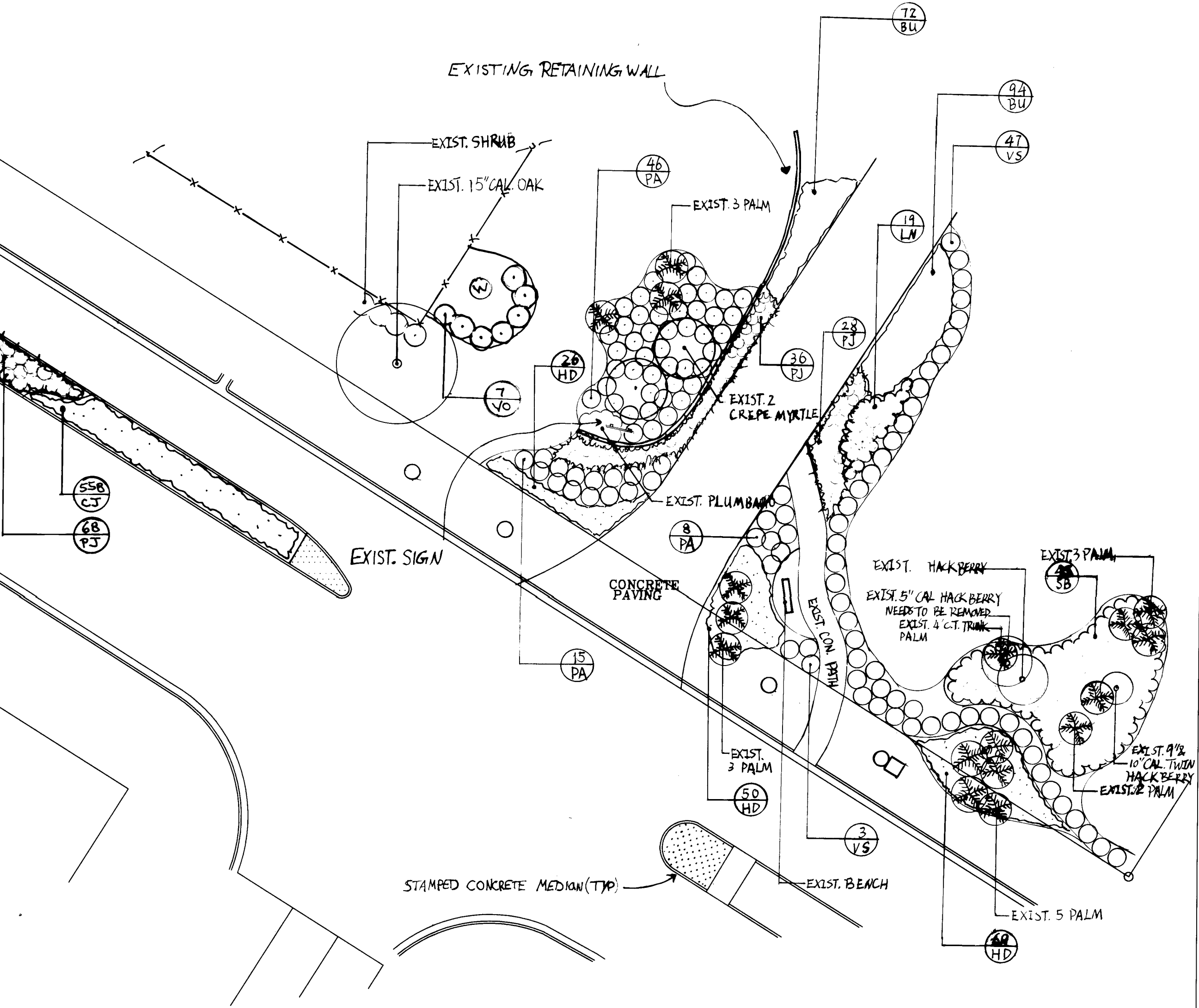
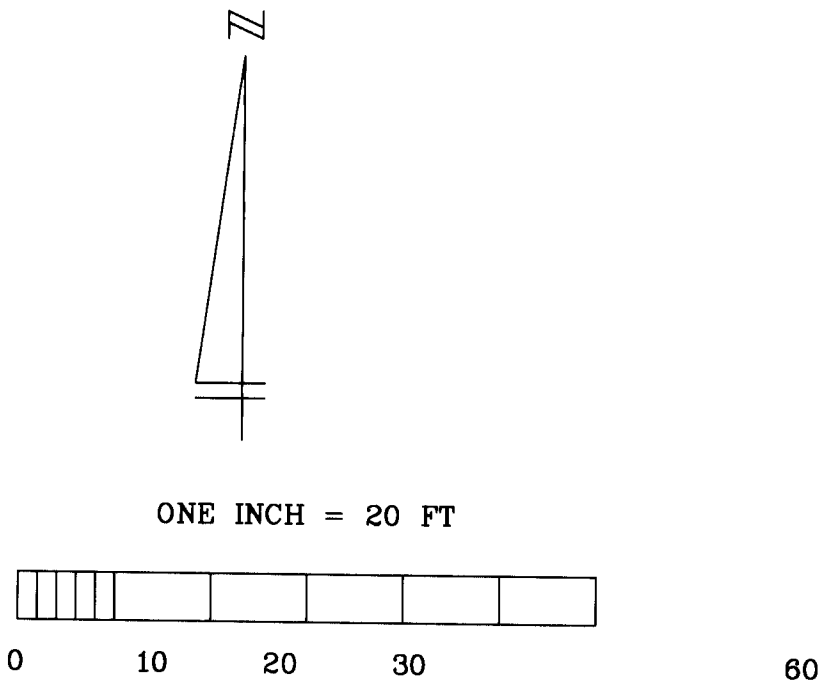
PLANT LIST				
SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	COMMENTS
BU	166	BULBINE FRUTESCENS / DESERT CANDLES	1 GAL. 10" - 12" HT	PLANT 2.0' O.C.
CJ	3,024	TRACHELOSPERMUM ASIATICUM "MINIMA" / ASIATIC JASMINE	1 GAL	PLANT 2.0' O.C.
CM	6	LIGERSTROMIA INDICA "MUSKOGEE" / CREPE MYRTLE	12" - 14" HT	SINGLE TRUNK, 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
ICV	Hunter ICV Electric Valve	ICV - 201G
2"	2" MAINLINE	Schedule 40 PVC
2	LATERAL LINE	Class 160 PVC
WELL	WELL	50 GPM / 50 PSI
C	HUNTER PRO-C / CONTROLLER	PC-600
2	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



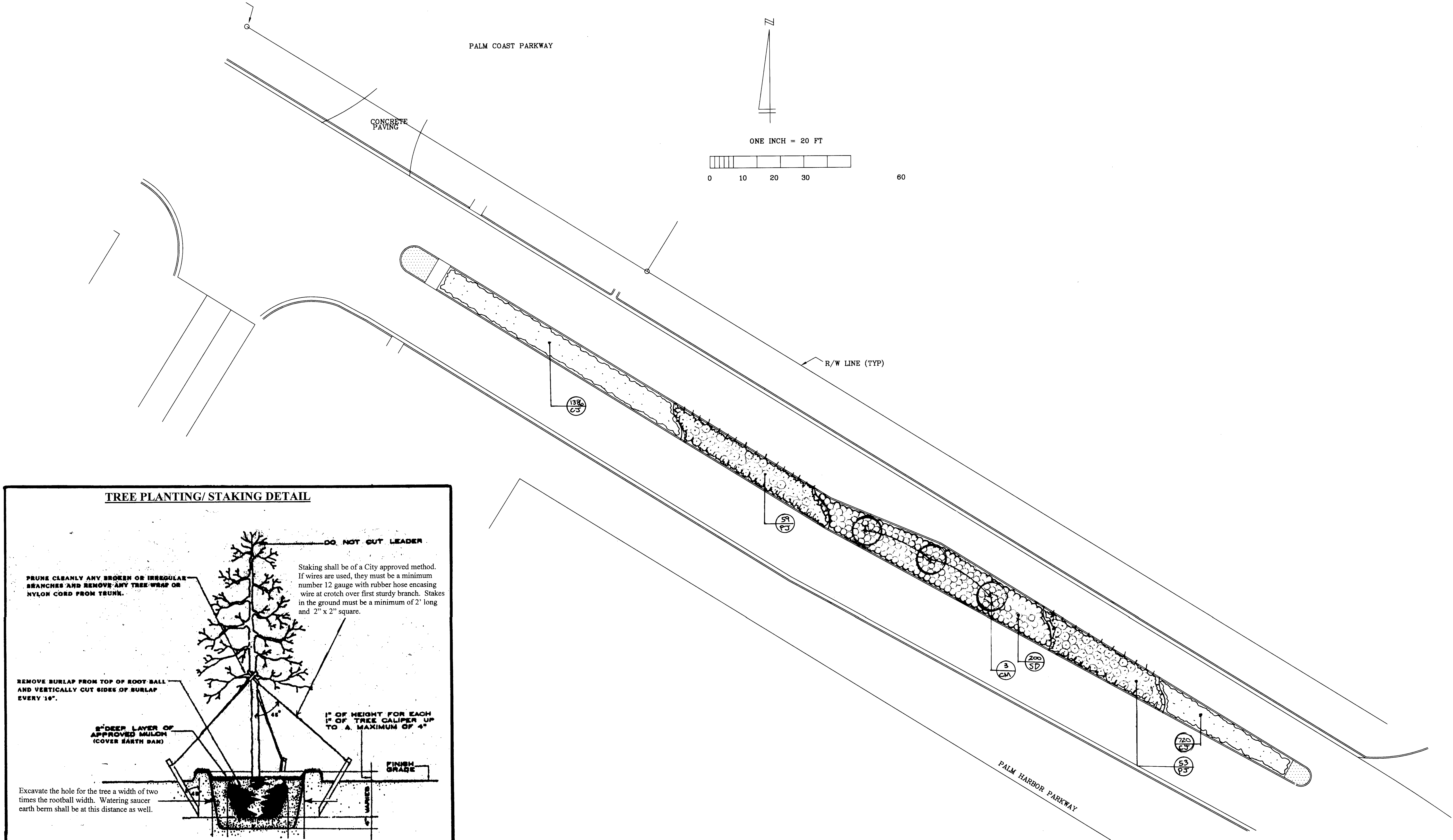
NO.	DATE	DESCRIPTION

CITY OF  
PALM COAST, FLORIDA

PALM HARBOR PARKWAY  
SAFETY IMPROVEMENTS  
LANDSCAPE PLANTING PLAN

SHEET 10F4

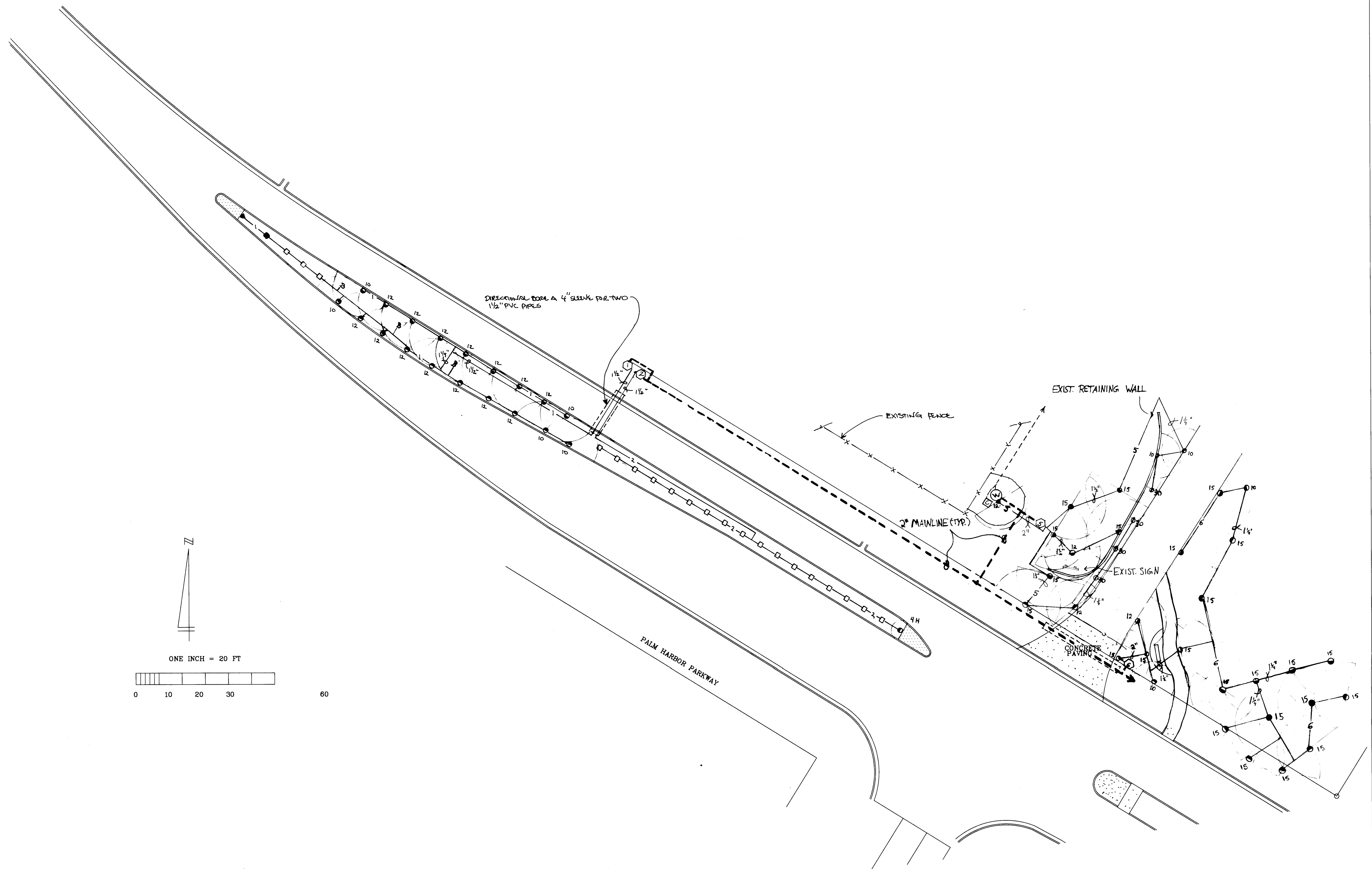




NO.	DATE	DESCRIPTION

CITY OF  
PALM COAST, FLORIDA

PALM HARBOR PARKWAY  
SAFETY IMPROVEMENTS  
LANDSCAPE PLANTING PLAN

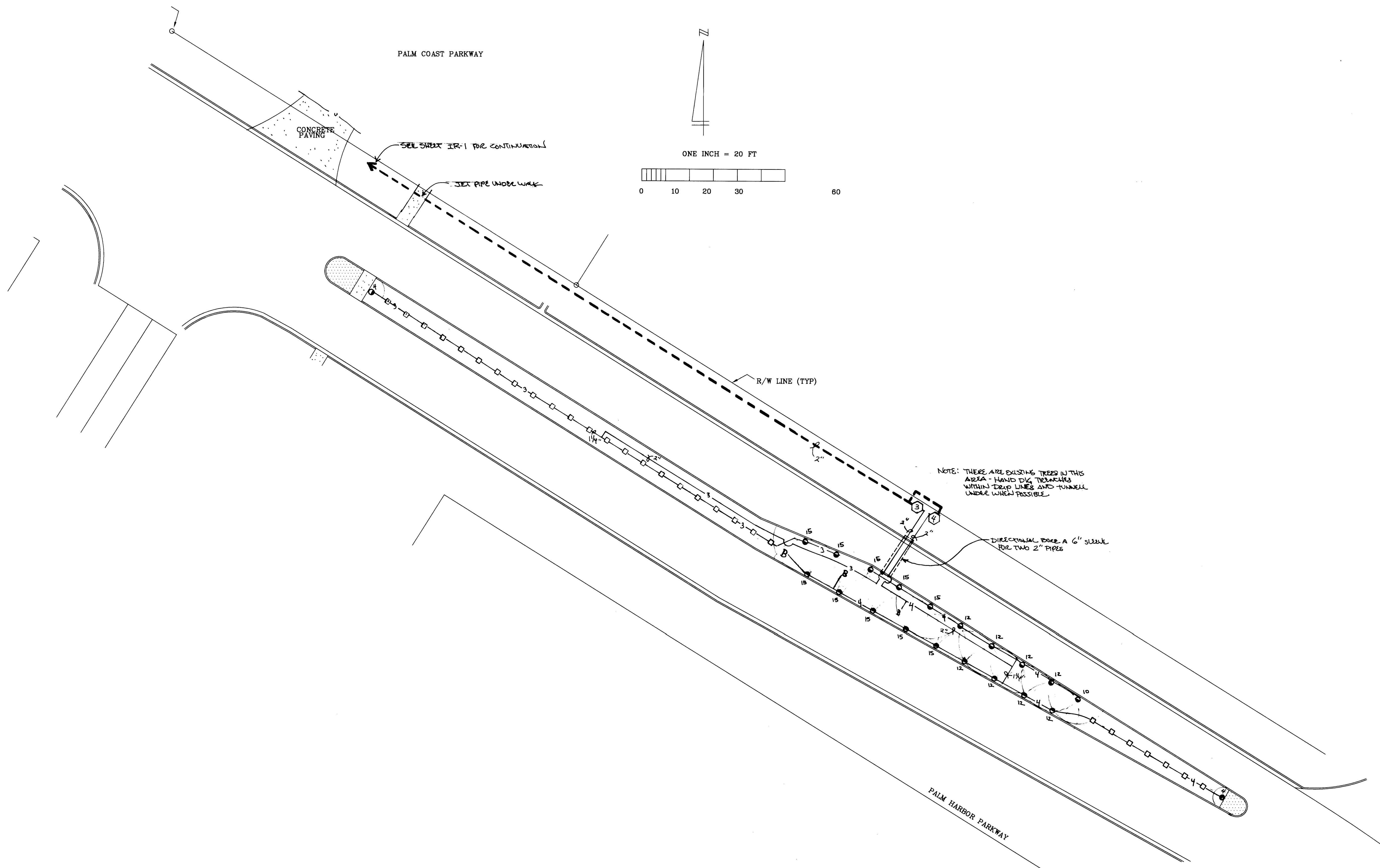


NO.	DATE	DESCRIPTION

CITY OF  
PALM COAST, FLORIDA

PALM HARBOR PARKWAY  
SAFETY IMPROVEMENTS  
LANDSCAPE PLANTING PLAN

SHEET 30F4



NO.	DATE	DESCRIPTION

CITY OF  
PALM COAST, FLORIDA

PALM HARBOR PARKWAY  
SAFETY IMPROVEMENTS  
LANDSCAPE PLANTING PLAN

SHEET 40F4







# 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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[palmcoastgov.com](http://palmcoastgov.com)



# 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

<b>Requested Information</b>	<b>Unsealed on</b>	<b>Unsealed by</b>
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.

<b>Name</b>	<b>Date Signed</b>	<b>Has a Conflict of Interest?</b>
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: 5/8/2018

<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.		

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

**Original background from the May 8, 2018 Workshop**  
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

**Recommended Action :**  
  
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

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

Agenda Date : 5/8/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	3252	<b>Account</b>
		<b>#</b>
<b>Subject</b>	CALENDAR/WORKSHEET	
<b>Background :</b>		
<b>Recommended Action :</b>		



## Meeting Calendar for 5/8/2018 through 6/30/2018

**5/8/2018 9:00 AM**

City Council Workshop  
City Hall

**5/11/2018 8:30 AM**

Volunteer Firefighters' Pension Board  
Fire Station #25

**5/15/2018 9:00 AM**

City Council  
City Hall

**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





## Meeting Calendar for 5/8/2018 through 6/30/2018

**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

**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

			<b>Business 5/15/2018</b>	
1		Resolution	Dunes CDD easement	Butler
2		Resolution	Pipe Replace/Rehab	Cote/Peel
3		Proclamation	Kids to Park Day	Lane
4		Proclamation	Drug Court Month	Lane
5		Presentation	Pickleball check	Lane
6		Ordinance 2nd	40 Colechester	Meehan
7		Ordinance 2nd	Airport Area Overlay Master Plan	Meehan
8		Resolution	FiberNet Routine Maintenance and Installation Srvcs	Viscardi
			<b>Workshop 5/29/2018</b>	
1		Presentation	Fund Accounting and Long Term Planning	Alves/Williams
2		Presentation	Executive Search Firms Presentations	Council
			<b>Business 6/5/2018</b>	
1		Presentation	Citizen's Academy Graduation 43	Lane
2		Proclamation	Fire	Lane
			<b>Future</b>	
1		Resolution	Purchase of Wastewater Collection Odor Control Units	Adams/Ashburn
2		Resolution	Master Plan SCADA Telemetry Standardization	Adams/Hogan
3		Resolution	Fixed Base Meter Reading	Adams/Zaleski
4		Resolution	Annual Fire Inspection Fees	Alves
5		Presentation	Property Tax and Other Revenue 6/12	Alves/Williams
6		Presentation	General Fund and TRIM Rate 7/10	Alves/Williams
7		Resolution	Proposed Millage Rate 7/17	Alves/Williams
8		Presentation	Proprietary and Special Revenue Funds 8/14	Alves/Williams
9		Resolution	Budget Workshop - Final Proposed Budget 8/28	Alves/Williams
10		Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
11		Resolution	Purchase/Installation Ozone Odor Control Unit WWTP #1	Blake
12		Resolution	Purchase/Installation Primary Clarifier Process Equipment WWTP #1	Blake
13		Resolution	Interlocal Mala Compra Storm Drain Project	Blake/Kronenberg
14		Presentation	Street Resurfacing Update	Cote
15		Resolution	Bulldog Drive Maintenance Map	Cote
16		Presentation	Finalize 5 Year CIP 7/31	Cote
17		Resolution	Stormwater and Environmental Engineering Services WO	Cote/Peel

<b>18</b>		Resolution	Plan Administrator for Retirement Benefits	Cullen
<b>19</b>		Resolution	Property Exchange NECGA	Falgout
<b>20</b>		Resolution	IA Flagler Schools Fire Truck Donation	Forte
<b>21</b>		Ordinance	Amend LDC Chapter 5 rewrite	Hoover
<b>22</b>		Presentation	Flagler County Health Dept. Update 6/19	Lane
<b>23</b>		Presentation	Citizen's Academy Graduation-10/16 44	Lane
<b>24</b>		Ordinance	Rezone 40 Colchester	Meehan
<b>25</b>		Ordinance 1st	Coastal Trace FLUM	Papa
<b>26</b>		Ordinance 1st	Coastal Trace Rezoning	Papa

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

Agenda Date :

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	3267	<b>Account</b>
		<b>#</b>
<b>Subject</b>	ATTACHMENTS TO MINUTES	
<b>Background :</b>		
<b>Recommended Action :</b>		

# Year to Date Budget

## Through March 2018

Helena P. Alves, CIA, MBA  
Finance Director

Lina Williams  
Budget Coordinator

Tuesday, May 8<sup>th</sup> 2018



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# Budget Preparation Timeline

## January - March

- ☒ First Quarter Review
- ☒ Annual Financial Audit
- ☒ Presentation of Annual Progress Report
- ☒ Survey Results to City Council
- ☒ Annual Update of the Strategic Action Plan

## April - May

- ☒ Review 10 Year Infrastructure Plan
- ☒ Departments Begin FY 2019 Budget Preparation
- ☒ Second Quarter Review
- ☐ Year to Date Budget Results Presentation



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# Budget Preparation Timeline

## May – June

- ☐ Fund Accounting & Long Term Planning Presentation
- ☐ Property Tax & Other Revenues Presentation

## July - August

- ☐ General Fund Budget Workshop
- ☐ Adopt Maximum Millage Rate (August 4<sup>th</sup> deadline)
- ☐ Third Quarter Review
- ☐ Capital Funds Budget Workshop
- ☐ Proprietary & Special Revenue Budget Workshop
- ☐ Final Proposed Budget Presentation



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# Budget Preparation Timeline

## September

- ☐ Public Hearing to Tentatively Adopt Millage Rate & Budget
- ☐ Public Hearing to Adopt Final Millage Rate & Budget

## October – December

- ☐ FY 2018 Year End Close-out
- ☐ End of Year Review with Departments



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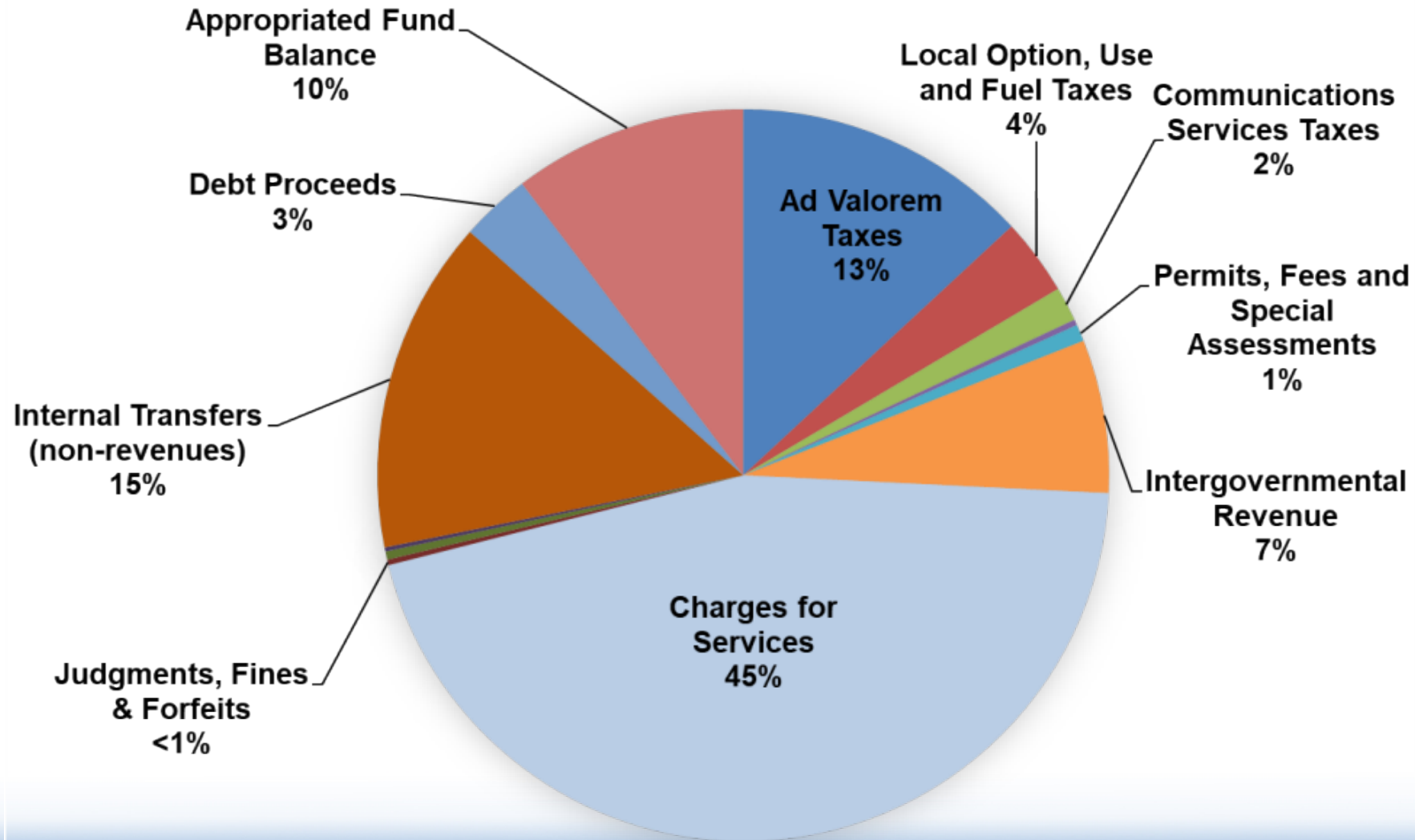
# 2018 Budget Summary

FUND/DEPARTMENT	FY 18
<b>General Fund</b>	<b>\$ 34,992,438</b>
<i>Utility Fund</i>	41,267,034
<i>Utility Capital Projects Fund</i>	26,968,346
<i>Solid Waste Fund</i>	8,367,960
<i>Stormwater Management Fund</i>	8,751,546
<i>Building Permits Fund</i>	2,333,000
<i>Information Technology Fund</i>	2,743,647
<b>Enterprise Funds</b>	<b>90,431,533</b>
<b>Special Revenue &amp; Capital Funds</b>	<b>20,407,530</b>
<b>Internal Services Funds</b>	<b>\$10,611,138</b>
<b>Subtotal Budget All Funds</b>	<b>\$ 156,442,639</b>
Less: Interfund Transfers	23,053,119
<b>Total</b>	<b>\$ 133,389,520</b>



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# 2018 Revenues by Source



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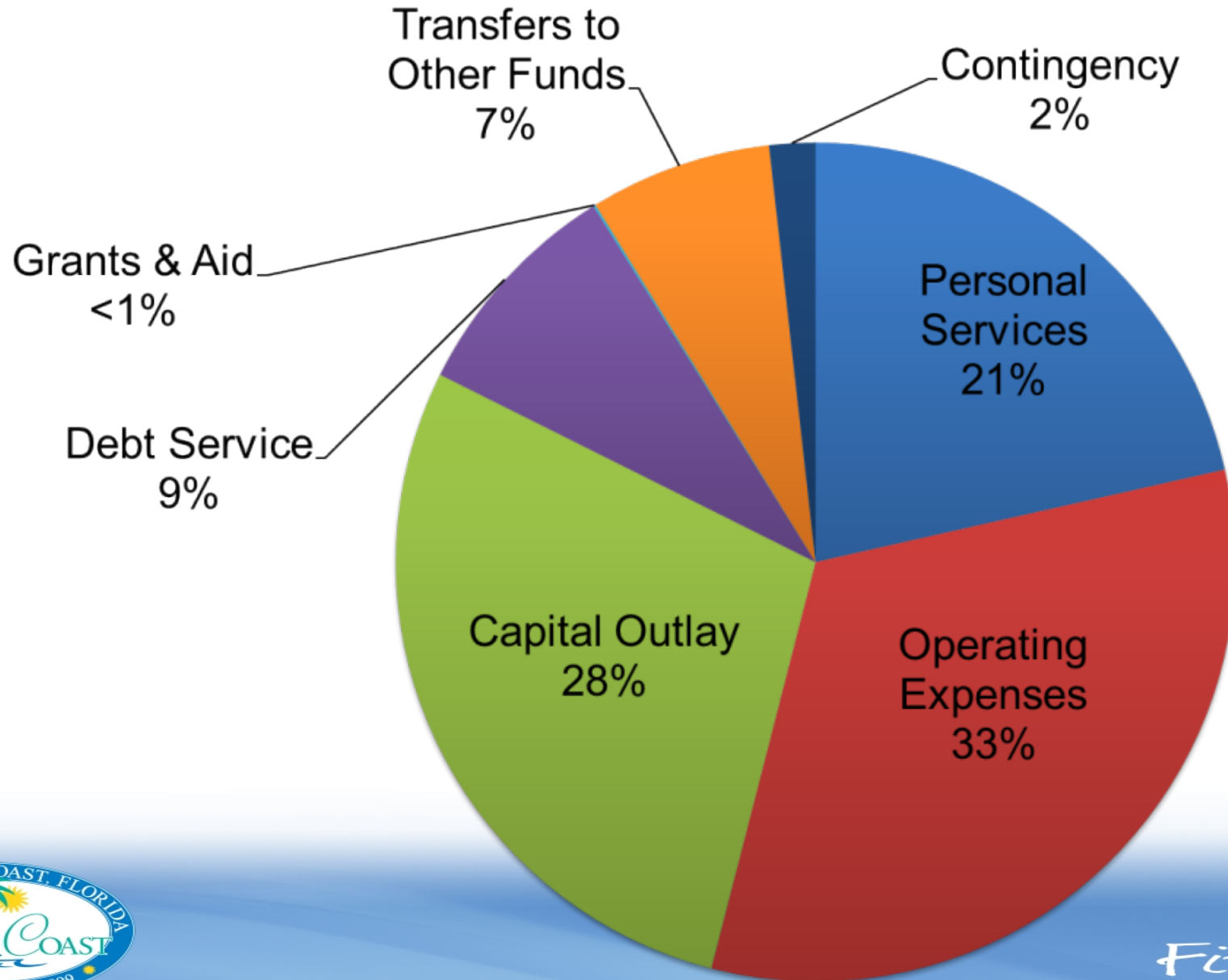


# 2018 Ad Valorem Taxes by Use

			
<p>40% Fire Protection (\$40 per \$100)</p>	<p>16% Police Protection</p>	<p>39% Streets &amp; Parks Maintenance</p>	<p>5% Capital Projects</p>



# 2018 Expenditures by Category



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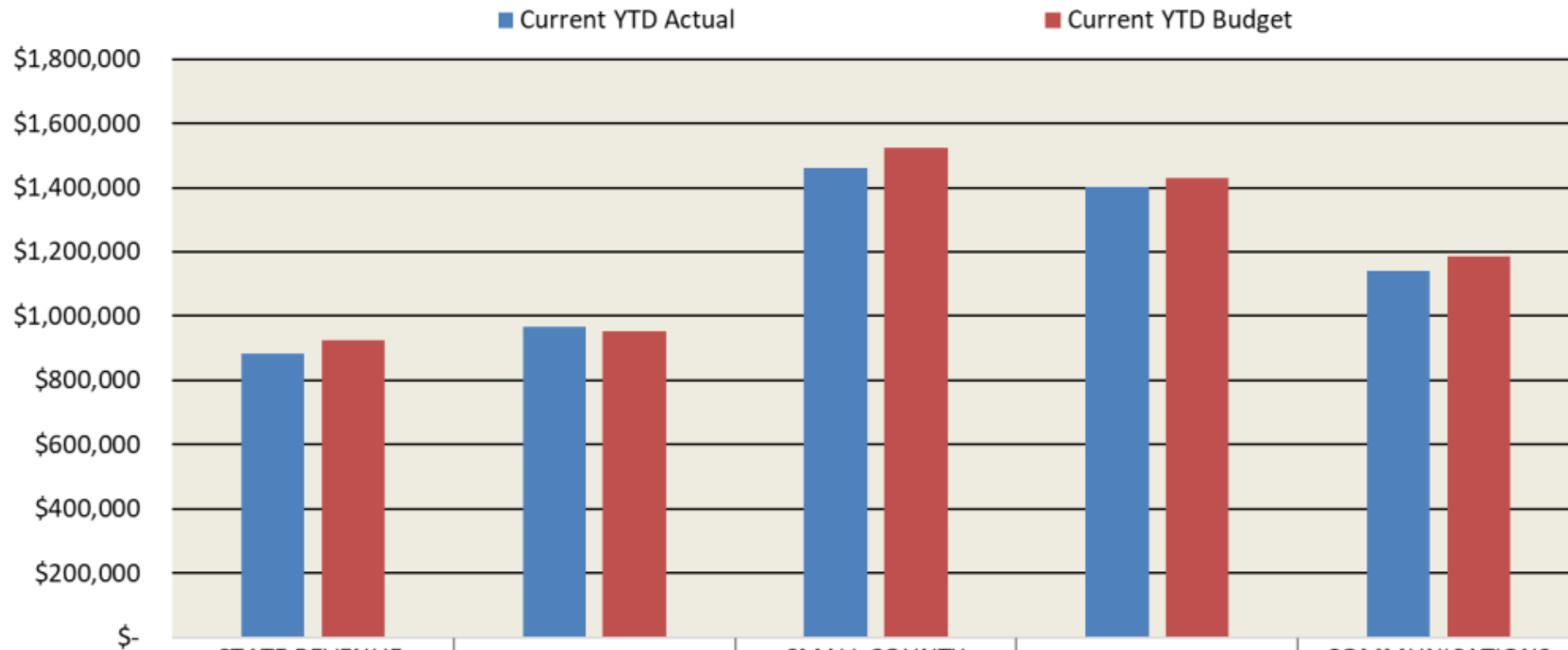
# Year to Date Revenue



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# State Pass-Through Revenue

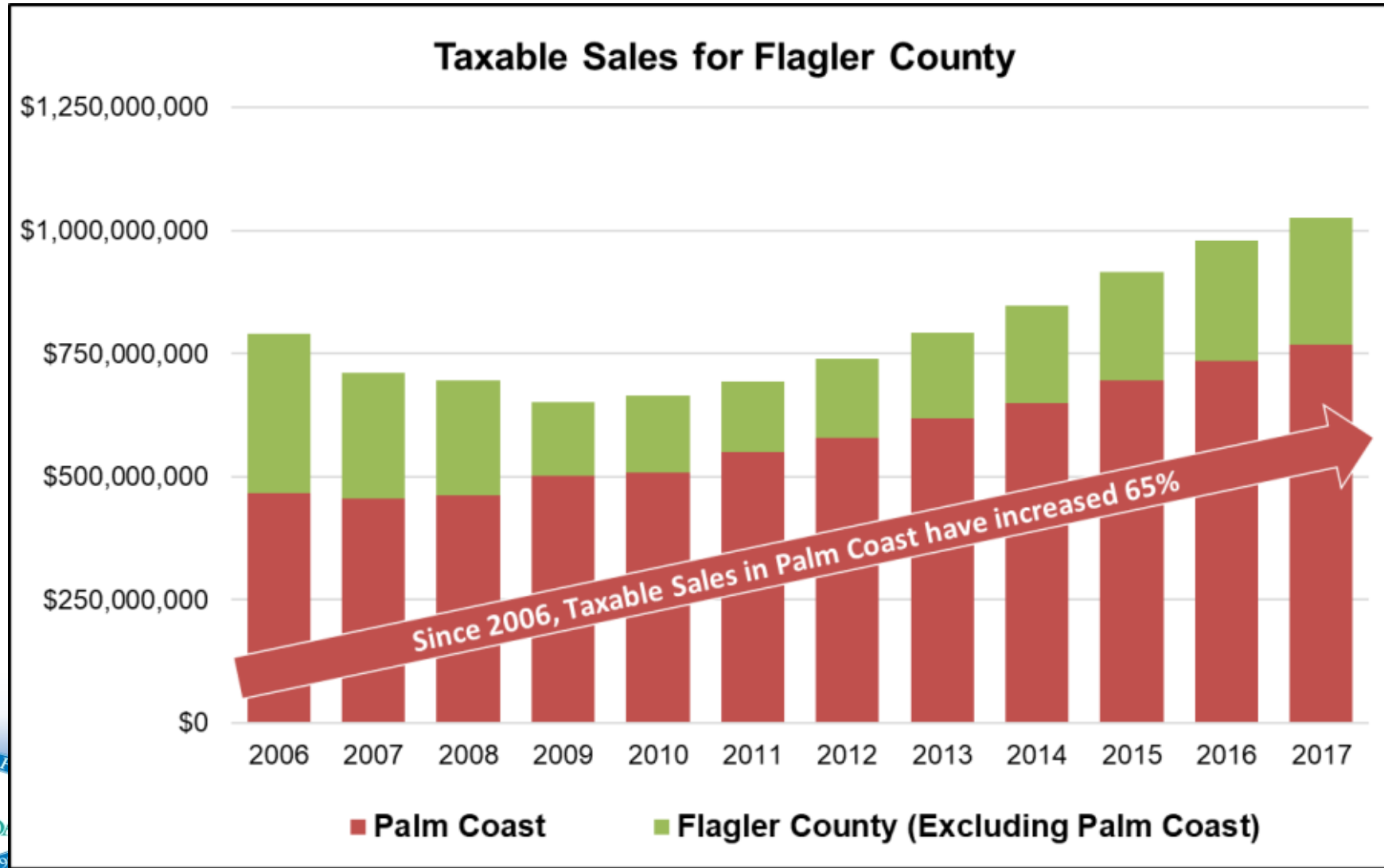
Through March, State Revenue is trending as expected.



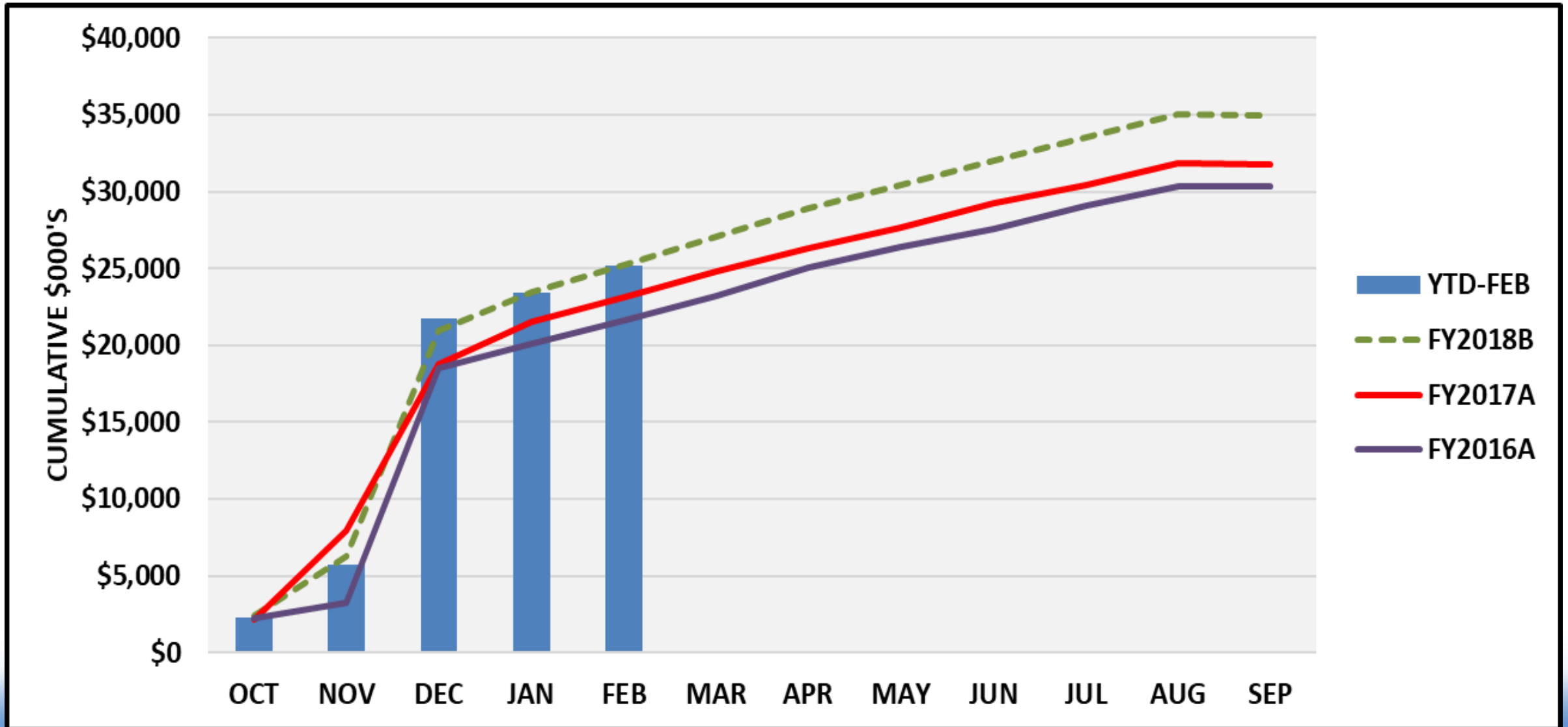
	STATE REVENUE SHARING	LOCAL OPTION FUEL	SMALL COUNTY SURTAX	1/2 CENT SALES TAX	COMMUNICATIONS SERVICES TAX
■ Current YTD Actual	\$883,968	\$968,505	\$1,460,306	\$1,401,818	\$1,139,739
■ Current YTD Budget	\$923,535	\$953,776	\$1,525,000	\$1,430,320	\$1,186,983

# Taxable Sales

2017 Taxable Sales in Palm Coast increased 4.6% over 2016



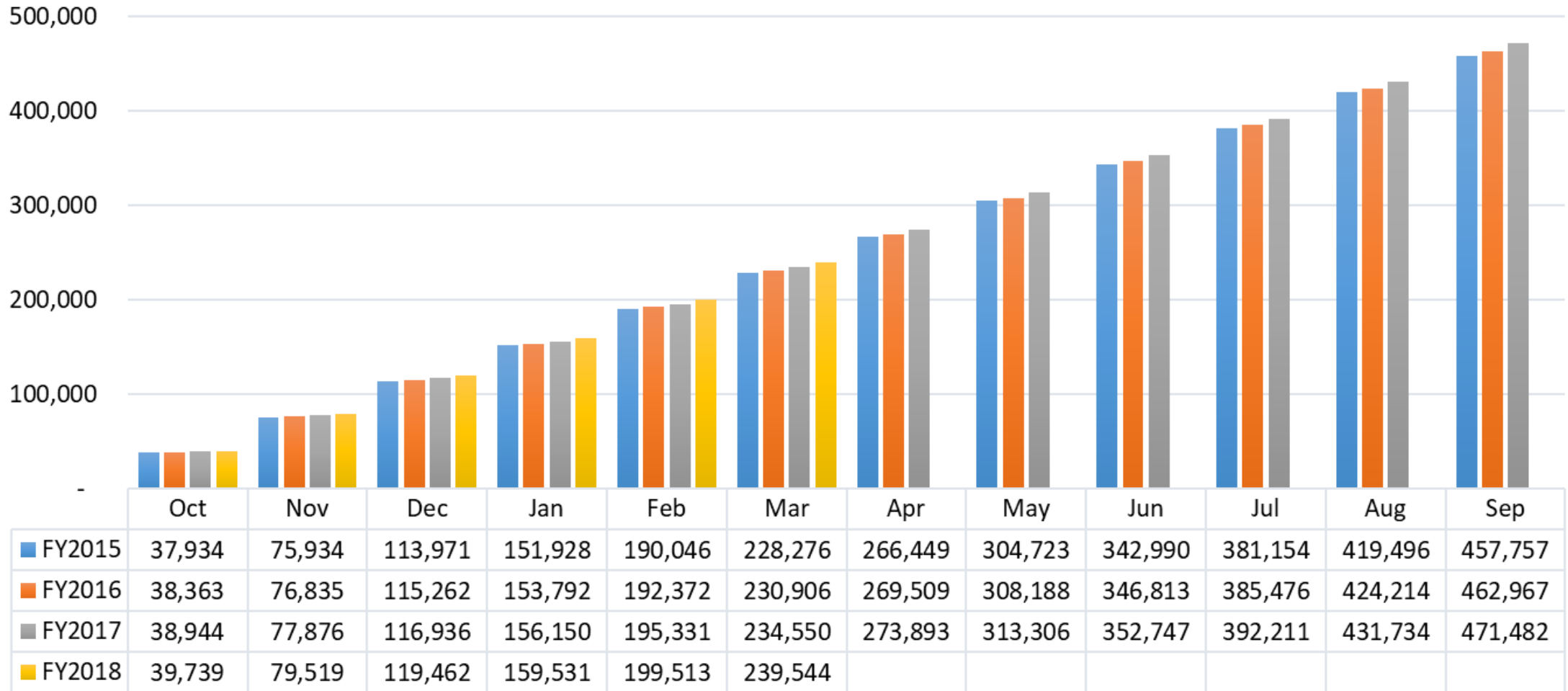
# General Fund Revenue



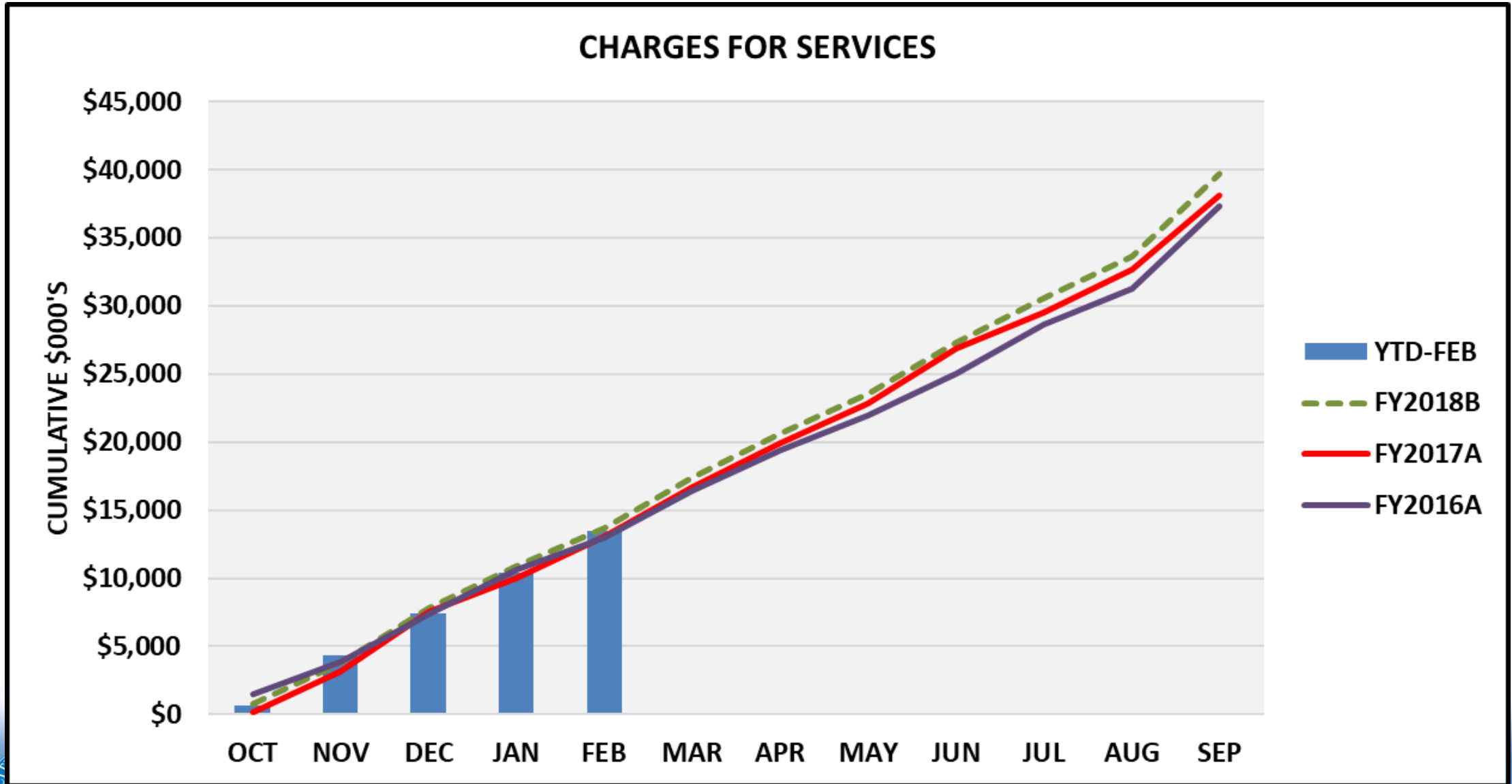


# Commercial & Residential Utility Bills

Year to Date Utility Bills

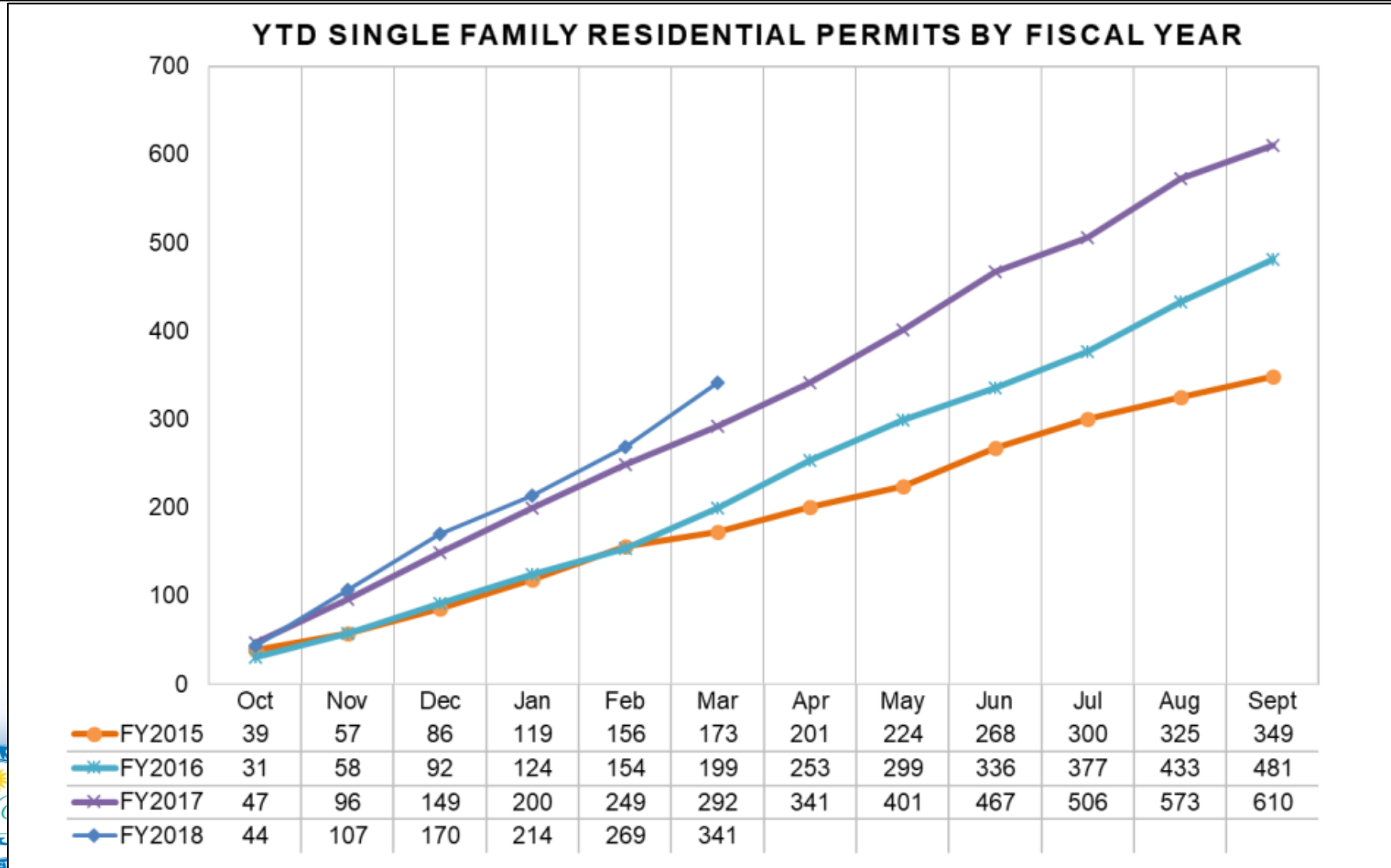


# Utility Fund Revenue

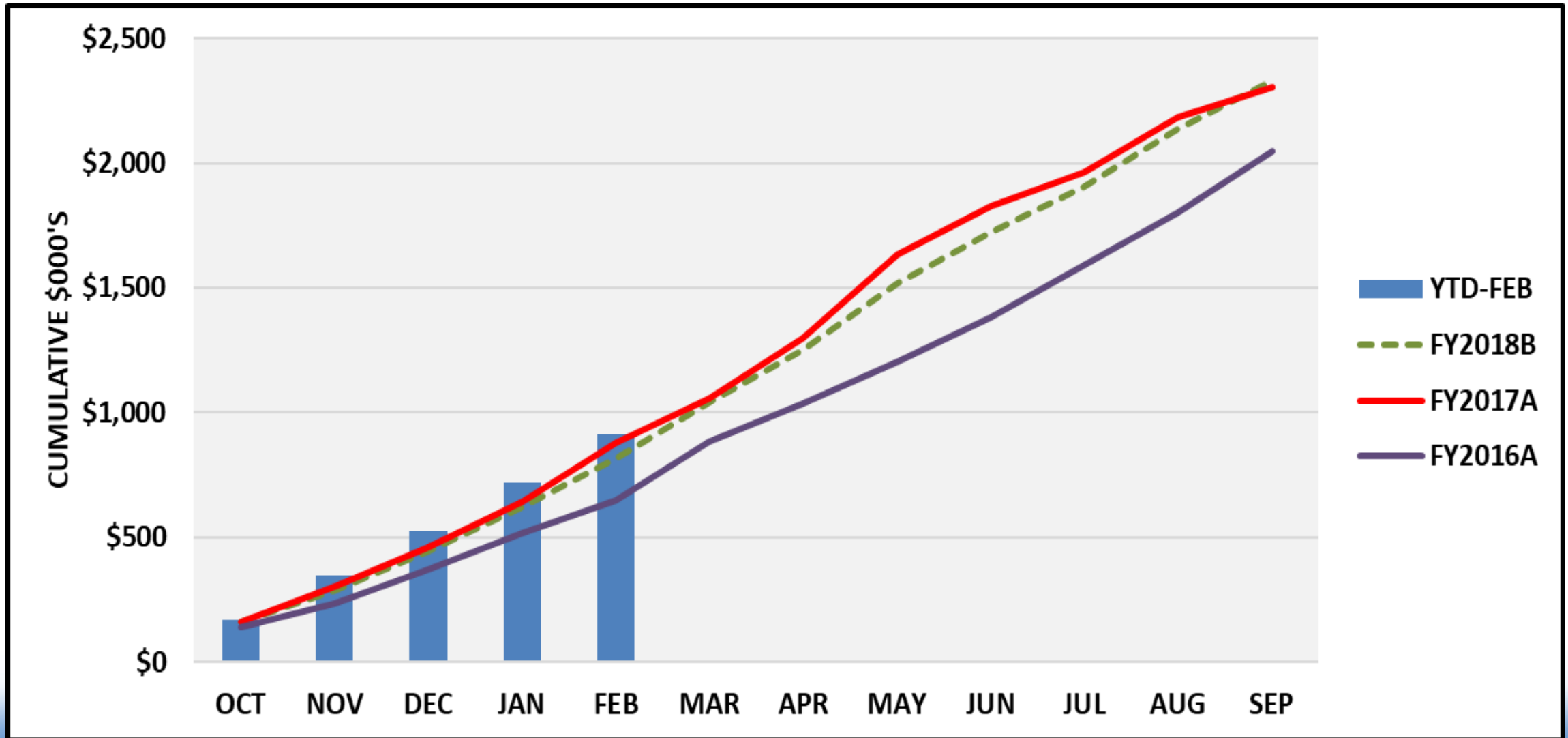


# Single Family Residential Permits

Through March, Single Family residential permits have increased 17% over 2017



# Building Fund Revenue



# Year to Date Expenditures



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# Administration & Finance

## Approved Budget

- \$6,301,329

## Year to Date Spent (through March)

- \$2,823,187

## % of Budget Spent

- 45%

### Included:

City Manager's Office  
City Clerk's Office  
City Council  
City Attorney  
Human Resources  
Central Services  
Communications &  
Marketing  
Finance  
Economic Development

Through  
March



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# Community Development

Included:  
Code Enforcement  
Planning  
Construction Management  
& Engineering  
Building

## Approved Budget

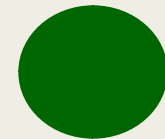
- \$8,235,435

## Year to Date Spent (through March)

- \$3,599,067

## % of Budget Spent

- 44%



Through  
March



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# Public Safety

Included:  
Fire Department  
Law Enforcement

## Approved Budget

- \$11,987,055

## Year to Date Spent (through March)

- \$5,818,261

## % of Budget Spent

- 49%



Through  
March



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# Parks & Recreation

Included:  
Parks & Recreation  
Pool  
Tennis  
Golf

## Approved Budget

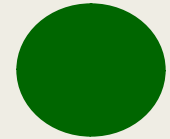
- \$3,451,867

## Year to Date Spent (through March)

- \$1,292,975

## % of Budget Spent

- 37%
- Seasonal



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# Public Works

Included:

Streets  
Parks Maintenance  
Facilities Maintenance  
Fleet Management

## Approved Budget

- \$14,086,767

## Year to Date Spent (through March)

- \$4,887,797

## % of Budget Spent

- 35%



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# Stormwater

Included:  
Stormwater Maintenance  
Stormwater Projects

## Approved Budget

- \$8,751,546

## Year to Date Spent (through March)

- \$2,991,479

## % of Budget Spent

- 34%
- First quarter - crews focused on storm cleanup



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# Utility

Included:  
Water Operations  
Wastewater Operations  
Customer Service

## Approved Budget (Operating Divisions)

- \$18,804,195

## Year to Date Spent (through March)

- \$9,216,130

## % of Budget Spent

- 49%
- Impacted by Hurricane Irma & Rain Events



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# Information Technology

## Approved Budget

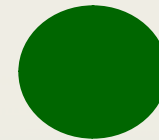
- \$2,743,647

## Year to Date Spent (through March)

- \$1,223,028

## % of Budget Spent

- 45%



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# Summary of Capital & Other Budgets

## Revenues

- At or above target
- No budgetary concerns at this time

## Year to Date Spent (through March)

- At or below target

Through  
March



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# Impact of Hurricanes Mathew and Irma

(Including subsequent rain events - Irma)

## Estimated Impact

- \$3.8 million – Mathew
- \$3.3 million - Irma

## Estimated Reimbursement

- 85% from FEMA and Insurance

## Areas Impacted

- Disaster Reserve Fund
- Utility Fund – Rain events subsequent to Irma – \$1.3 million
- Code Enforcement - Removal of hazard trees
- Overtime & fuel



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# Estimated General Fund Balance

## Impact of Hurricanes Mathew and Irma

### Estimated FEMA Receivable

- \$5 million

### Fund Balance Reserve – Assuming FEMA Reimbursement

- Disaster Reserve Fund Balance - \$2.5 million
- General Fund Balance – 19% unassigned

### Fund Balance Reserve – Assuming no FEMA Reimbursement

- Disaster Reserve Fund Balance – \$0.00
- General Fund Balance – 11% unassigned





# Looking Ahead

<b>May 29<sup>th</sup></b>	Fund Accounting & Long Term Planning Presentation
<b>June 12<sup>th</sup></b>	Property Tax & Revenues Presentation
<b>July 10<sup>th</sup></b>	Budget Workshop - General Fund
<b>July 17<sup>th</sup></b>	Adopt Maximum Millage Rate (August 4 <sup>th</sup> deadline)
<b>July 31<sup>st</sup></b>	Budget Workshop – Capital Funds
<b>Aug 14<sup>th</sup></b>	Budget Workshop - Proprietary & Special Revenue Funds
<b>August 28<sup>th</sup></b>	Final Proposed Budget Presentation
<b>September:</b>	Public Hearing to adopt tentative millage rate and Budget & Final Public Hearing to adopt final millage and budget



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# PIPE REPLACEMENT PROJECTS

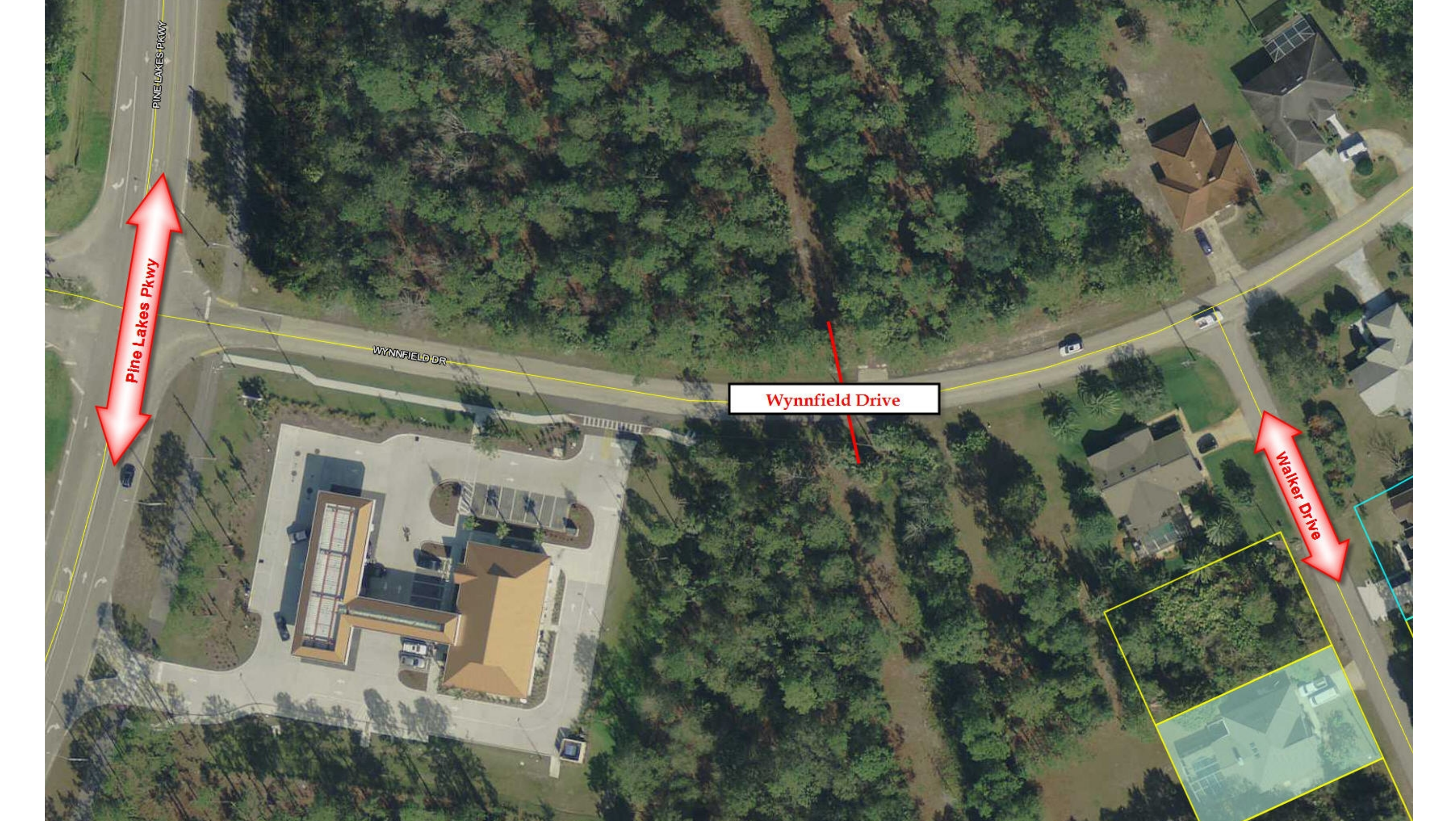


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PINE LAKES PKWY

Pine Lakes Pkwy

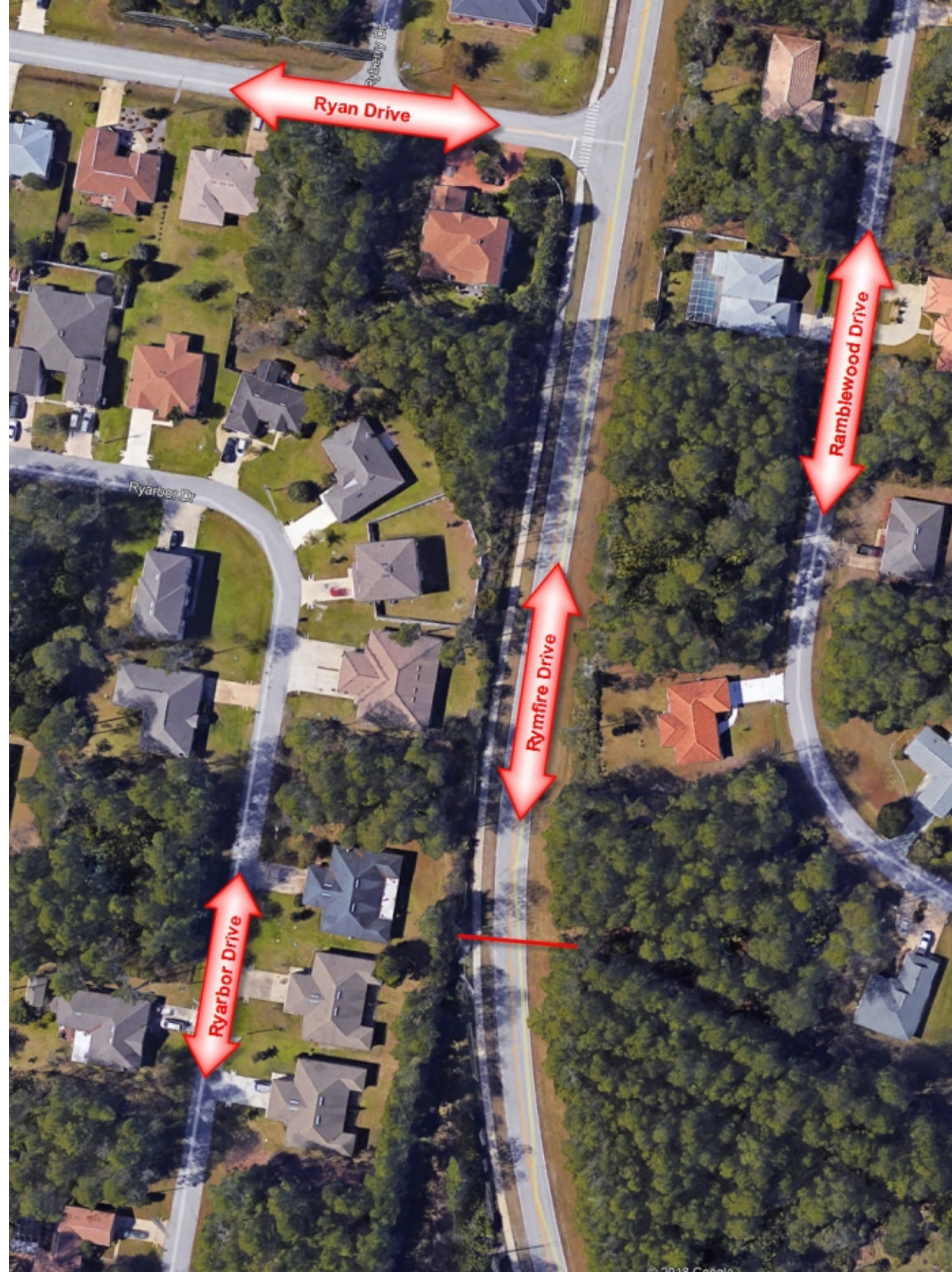
WYNNFIELD DR

Wynnfield Drive

Walker Drive











Providence Lane

Pritchard Drive

Prince Eric Lane



## 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



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**PLANT LIST**

SYMBOL	QTY	
100	100	
101	1000	
102	8	
103	140	
104	10	
105	50	
106	100	
107	40	
108	100	
109	1	
110	10	

**IRRIGATION LEGEND**

SYMBOL	DESCRIPTION
1	Water P100
2	Water P100 10' - 1'
3	Water P100 10' - 1'
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98	Water P100 10' - 1'
99	Water P100 10' - 1'
100	Water P100 10' - 1'

**Scale:** ONE INCH = 20 FT

**North Arrow:** Pd

**Planting Strip:** A curved strip of land along the road, containing various plantings and irrigation symbols.

**Palms:** Indicated by a small palm tree symbol.

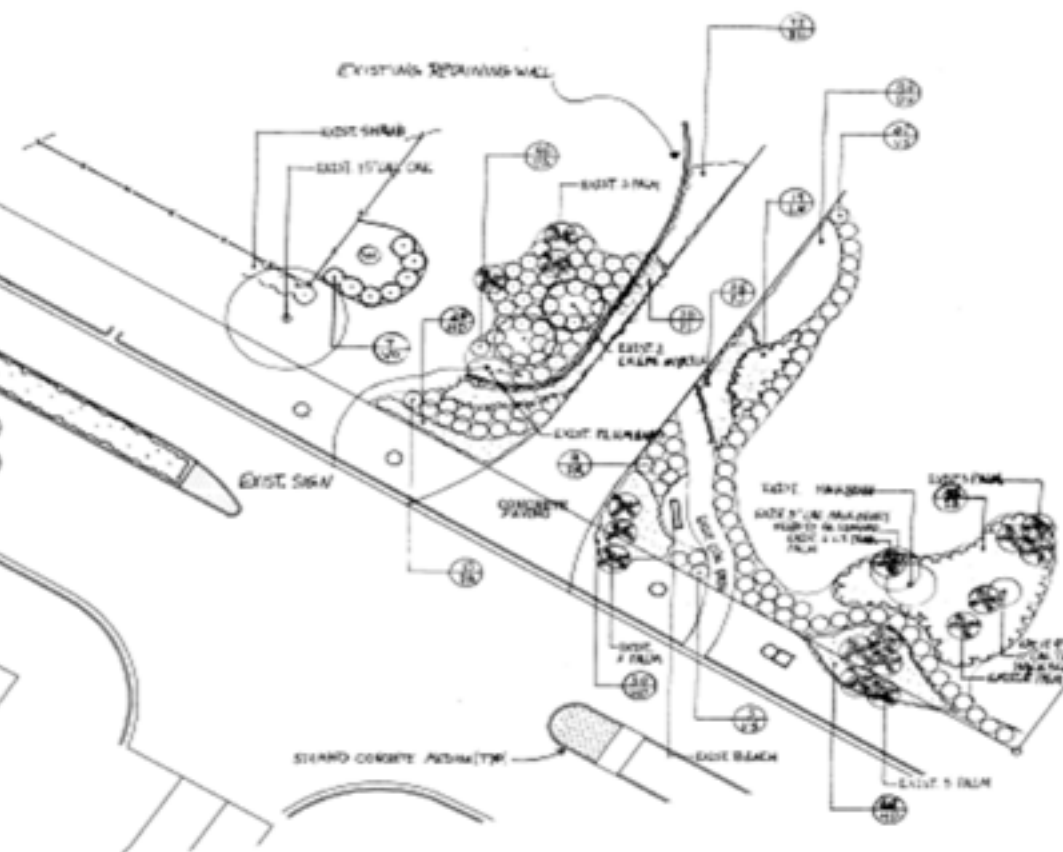
**Palm Harbor Parkway:** The road running along the bottom of the plan.

[illegible][illegible]

IRRIGATION LEGEND (contd)		
SYMBOL	DESCRIPTION	DETAILS
	MAIN R.V. SUPPLY VALVE	100, 200
	2" MAIN R.V.	Standard 40 Pvc
	LATERAL LINE	100, 150 Pvc
	VALVE	50, 100, 150 Pvc
	HUNTER PRO-C CONTROLLER	100, 200
	HUNTER GATE VALVE	100, 150

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

ZONE	GALLONS
1	31.41
2	26.50
3	42.00
4	41.52
5	33.90
6	25.42

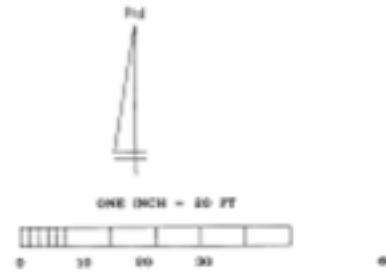
[illegible]

CITY OF  
PALM COAST, FLORIDA

PALM HARBOR PARKWAY  
SAFETY IMPROVEMENTS  
LANDSCAPE PLANTING PLAN

SHEET 10F4

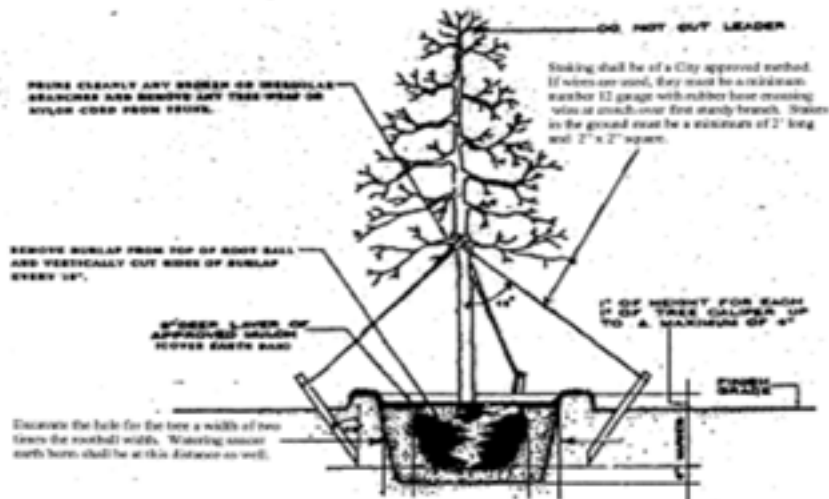
PALM COAST PARKWAY



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

### LEADERSHIP ASSISTANT PROPOSAL AND PHASE 2 PARKING AND LANDSCAPE PLAN

