



City of Palm Coast
Agenda
CITY COUNCIL WORKSHOP
AMENDED AGENDA

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

Mayor Milissa Holland
Vice Mayor Robert G. Cuff
Council Member Nick Klufas
Council Member Vincent Lyon
Council Member Heidi Shipley

Tuesday, June 12, 2018

9:00 AM

CITY HALL

City Staff

Jim Landon, City Manager

William Reischmann, City Attorney

Virginia A. Smith, City Clerk

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL

PUBLIC PARTICIPATION

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

the City Clerk and made part of the record. If anyone is interested in discussing an issue further or ask additional questions, individual Council Members and staff will be available after the meeting to discuss the matter and answer questions.

PRESENTATIONS

- 1 RESOLUTION 2018-XX APPROVING PRUDENTIAL AS THE RECORD-KEEPER FOR THE CITY'S EMPLOYEE RETIREMENT PLANS AND AUTHORIZE THE CITY MANAGER TO NEGOTIATE THE TERMS AND CONDITIONS OF THE CONTRACT**
- 2 PRESENTATION - OVERVIEW OF PROPERTY TAXES AND REVENUES**

WRITTEN ITEMS

- 3 RESOLUTION 2018-XX APPROVING AN EASEMENT FROM AK HOTELS LLC FOR THE OLD KINGS ROAD NORTH WIDENING PROJECT**
- 4 RESOLUTION 2018-XX RELATING TO DETERMINING THE NECESSITY AND PUBLIC PURPOSE FOR THE ACQUISITION OF PROPERTY BY EMINENT DOMAIN OR THROUGH NEGOTIATION FOR THE OLD KINGS ROAD NORTH WIDENING PROJECT**
- 5 RESOLUTION 2018-XX APPROVING MASTER PRICE AGREEMENT WITH BIOREM ENVIRONMENTAL, INC. FOR PURCHASE OF BIOFILTRATION ODOR CONTROL UNITS**
- 6 RESOLUTION 2018-XX APPROVING A CONTRACT WITH THE FLORIDA DEPARTMENT OF CORRECTIONS FOR AN ADDITIONAL INMATE LABOR WORK CREW**

PUBLIC PARTICIPATION

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

DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

ADJOURNMENT

- 7 CALENDAR/WORKSHEET**

ATTACHMENTS TO MINUTES

City of Palm Coast, Florida

Agenda Item

Agenda Date: 6/12/2018

Department Item Key	HUMAN RESOURCES 3641	Amount Account
Subject	RESOLUTION 2018-XX APPROVING PRUDENTIAL AS THE RECORD-KEEPER FOR THE CITY'S EMPLOYEE RETIREMENT PLANS AND AUTHORIZE THE CITY MANAGER TO NEGOTIATE THE TERMS AND CONDITIONS OF THE CONTRACT	
Background: <p>Since at least 2001, the City of Palm Coast (City) has offered a deferred compensation retirement plan (457b) and a defined contribution retirement plan (401a) to staff. Since inception, the plans' record-keeper was Great West Retirement Services (now known as Empower). The assets in the plans are not the City's assets, but rather the assets of our individual employees. The City also sponsors a small 457(b) administered by ICMA. Total assets between all three plans is approximately \$33 million dollars.</p> <p>In 2012, the City entered into a relationship with Fiduciary First to provide investment and fee oversight, as well as a consistent fiduciary process to the retirement plans, to not only enhance the retirement plans for the benefit of the employees, but to also assist the City in meeting its fiduciary duties as the plan sponsor. Fiduciary First meets quarterly with the City's Fiduciary Committee, made up of the City Manager and the directors of Human Resources and Finance, to review and provide Plan oversight, similar to our health insurance program broker. One of Fiduciary First's immediate priorities was to analyze all plan related expenses. As a result of the review, Fiduciary First determined that the administrative fees and investment management expenses being charged by Empower were well-above what plans with similar plan assets were paying.</p> <p>However, due to the contract in place at the time, surrender charges would have applied and negatively impacted the plan participants, making the transfer of plan assets to a new record-keeper prohibitive. Fiduciary First successfully negotiated the administrative fees to a more acceptable level in the marketplace at that time, as well as the ability to eliminate the surrender charges and change providers, if desired, in five years.</p> <p>In March of 2018, Fiduciary First again initiated the Request for Qualification process. There were 11 respondents that were then narrowed down to five to be reviewed by the evaluation committee consisting of Lisa Garcia with Fiduciary First, and representatives from the City's Human Resources, Finance and Fire staff. Based on that evaluation, three providers were selected to present to a larger benefits committee. The selection of any one of the three providers would result in lower administrative costs compared to the current Empower costs of 0.26%.</p> <p>Following on-site presentations, one of the three finalists was deemed to not be a good fit for the City or staff, and therefore, was dropped from consideration. Of the two remaining finalists, one, ICMA-RC specializes in governmental deferred compensation plans and offered a competitive rate of 0.115% basis points per year. The other provider, Prudential, services both the public and private sector and proposed a cost of 0.19% per year. Fiduciary First renegotiated a lower administration cost to 0.13% per year to narrow the pricing gap. Based on the revised Prudential proposal, both service providers are financially competitive for employees.</p> <p>The proposed costs from both providers are now competitive and in line with the market place based on the plan's assets and demographics. The providers were then evaluated on other factors, such as, ability to provide ERISA-like best practice standards, ease of use of web-based technology as a savings/education tool for staff, commitment to growing the plan to the</p>		

benefit of all plan participants, and responsiveness to employer service needs. Based upon these additional factors, and heavily weighing the recommendation of Fiduciary First, the Fiduciary Committee recommends the selection of Prudential as our new retirement plan record-keeper.

There will be a 3 month transition from Empower to Prudential. The effective date will be October 1, 2018.

Recommended Action:

Adopt resolution 2018-xx approving Prudential as the record-keeper for the City's employee retirement plans and authorize the City Manager to negotiate the terms and conditions of the contract

RESOLUTION 2018 - ____
PRUDENTIAL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PRUDENTIAL AS THE RECORD-KEEPER FOR THE CITY OF PALM COAST'S 401(a) AND 457(b) RETIREMENT PLANS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT(S); PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast finds that it is financially beneficial to contract with Prudential as the new Record-Keeper of the City's deferred compensation plan and defined contribution retirement plan: and

WHEREAS, the City Council of the City of Palm Coast desires to contract with Prudential as the Record-Keeper for the above referenced services.

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

SECTION 1. APPROVAL OF AGREEMENT. That the City Council hereby approves Prudential as the Record-Keeper as the City of Palm Coast's deferred compensation plan (457b) and defined contribution retirement plan (401a).

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

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

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

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

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

PASSED and ADOPTED at the meeting of the City Council of the City of Palm Coast on the 19th day of June 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILLISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK

Attachments: Exhibit "A": Prudential Contract

Approved as to form and legality

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

City of Palm Coast, Florida Agenda Item

Agenda Date: 06/12/2018

Department	FINANCE	Amount
Item Key	3195	Account
Subject: PRESENTATION - OVERVIEW OF PROPERTY TAXES AND REVENUES		
Background: In preparation of the upcoming Fiscal Year 2019 Budget, the Finance Department will be providing City Council with an overview of property taxes and other revenue sources.		
Recommended Action: For presentation only.		

City of Palm Coast, Florida

Agenda Item

Agenda Date : 06/12/2018

Department	CITY CLERK	Amount	\$4,500
Item Key	3682	Account #	21055011-063000-54510
Subject RESOLUTION 2018-XX APPROVING AN EASEMENT FROM AK HOTELS LLC FOR THE OLD KINGS ROAD NORTH WIDENING PROJECT			
Background : Previously, City Council approved a Local Agency Program Agreement with the Florida Department of Transportation to fund the right-of-way acquisition phase for the Old Kings Road Widening Project. As rights-of-way and easements are negotiated with property owners, City staff will bring those forward for City Council consideration. AK Hotels LLC is providing the necessary easement to the City of Palm Coast for 4,983 sq. ft. of frontage property along Old Kings Road for a cost of \$5,400. Acquisition of this easement is necessary for the planned widening of the existing pavement to accommodate drainage improvements and driveway connections. The cost for these easements is funded by FDOT. City staff recommends approval of this purchase to help facilitate the construction of the proposed improvements.			
SOURCE OF FUNDS WORKSHEET FY 2018			
Street Improvement Fund, Old Kings Road North Widening			
21055011-063000-54510		\$1,000,000.00	
Total Expenses/Encumbered to date		\$ 618,783.75	
Pending		\$ 186,600.00	
Current purchases		\$ 5,400.00	
Balance		\$ 189,216.25	
Recommended Action : Adopt Resolution 2018-XX approving an easement with AK Hotels LLC for the Old Kings Road North Widening Project.			

RESOLUTION 2018-____
OLD KINGS ROAD NORTH
WIDENING PROJECT
AK HOTELS LLC EASEMENT

A RESOLUTION OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AN EASEMENT FROM AK HOTELS LLC, FOR THE OLD KINGS ROAD NORTH WIDENING PROJECT; AUTHORIZING THE CITY MANAGER OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast is in the process of obtaining easements and additional rights-of-way related to the Old Kings Road North Widening Project; and

WHEREAS, the City desires to obtain an easement from AK Hotels LLC for the Old Kings North Road Widening Project.

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

SECTION 1. APPROVAL OF THE AGREEMENTS. The City Council of the City of Palm Coast hereby approves the terms and conditions of an easement with AK Hotels LLC, 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 easement 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 19th of June 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

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

Attachments: AK Hotels LLC Easement

OFFER AND PURCHASE AGREEMENT

575-030-07
RIGHT OF WAY
OGC-08/07
Page 1 of 2

ITEM/SEGMENT #: 415964-1
STATE ROAD #: N/A
COUNTY: Flagler
PARCEL #: 825

Seller: Barkaj, Inc.

Buyer: City of Palm Coast, Florida

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property

(a) Real property described as: Parcel No 825 (Sketch and Legal description Attached).

(b) Real Estate Purchased: 4,983 sq ft Deed

(c) Buildings, structures, fixtures, and other improvements: N/A

(d) Personal Property: N/A

(e) Outdoor advertising structure(s) permit number(s): N/A

Building, structures, fixtures and other improvements owned by others: N/A

These items are **NOT** included in this agreement. A separate offer is being, or has been made for these items.

II. Purchase Price

(a) Real Property

Land 1. \$ 5,400.00

Improvements 2. \$ 0.00

Real Estate Damages 3. \$ 0.00

(Severance/Cost-to-Cure)

Total Real Property 4. \$ 5,400.00

(b) Total Personal Property 5. \$ 0.00

(c) Fess and Costs

Attorney Fees 6. \$ 0.00

Appraiser Fees 7. \$ 0.00

_____ Fee(s) 8. \$ 0.00

Total Fees and Costs 9. \$ 0.00

(d) Total Business Damages 10. \$ 0.00

(e) Total of Other Costs 11. \$ 0.00

List: _____

Total Purchase Price (Add Lines 4,5,9,10 and 11) \$ 5,400.00

(f) Portion of Total Purchase Price to be paid to \$ 5,400.00

Seller by Buyer at Closing

(g) Portion of Total Purchase Price to be paid to \$ 0.00

Seller by Buyer upon surrender of possession

III. Conditions and Limitations

(a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.

(b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.

(c) Seller shall maintain the property described in **Section I** of the agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.

(d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.

- (e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Seller agrees that the real property described in **Section I** of the agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (g) Seller and Buyer agree that a real estate closing pursuant to the terms of the agreement shall be contingent upon delivery by Seller of an executed Public Disclosure affidavit in accordance with **Section 286.26, Florida Statutes**.
- (h) Seller and Buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other: N/A

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.


___ There is an addendum to this agreement. Page ___ is made a part of the agreement.

___ There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711(2), Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of the agreement.

Seller(s)

 6/4/18
Signature _____ Date _____
CHIRAG SAGAR
Type or Print name under signature _____ Date _____

Signature _____ Date _____

Type or Print name under signature _____ Date _____

Buyer

City of Palm Coast, Florida

BY: _____
Signature _____ Date _____

Type or Print name under signature _____

VII. Final Agency Acceptance

The Buyer has granted Final Agency Acceptance this _____ day of _____, _____.

By: _____
Signature _____

Type or Print name under signature _____

This document delivered by _____ Date _____

This document received by _____ Date _____

Business Notice Questionnaire

FORM 575-030-33 - Questionnaire
RIGHT OF WAY - 02/05
Page 1 of 1

Item/Segment #: 415964-1

Sec/Job No.: _____

Managing District: 05

FAP No.: _____

State Road #: N/A - Old Kings Rd.

County: Flagler

Parcel #: 825

Property Owner: _____

1. Name of Business: AK Hotels LLC - D/B/A Econolodge Palmcoast
2. Owner of Business: CHIRAG SAGAR
3. How long have you been in business at this location? 2 years

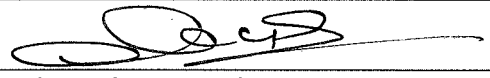
Please Check One: () 5+ years () Whole Take

4. Business street address: 5 Kingswood Dr, Palm Coast FL 32137

City, State, Zip: _____

Telephone Number: 386-446-4457 (office)

5. Sole Proprietor () Partnership (☒) Corporation () Franchise () Chain ()
6. Do you have a lease? _____ if yes, is it recorded? _____ if not, please provide a copy.
7. Additional Comments: _____


Business Owner's Signature

CHIRAG SAGAR - member
Printed Name & Title

Survey Date

Date Notice Delivered

Agent Signature

Method of Delivery

Is corporation listed on the corporation screen (sunbiz.org) Yes____, NO ____ if available
printout must be attached with questionnaire?

02/2009, Updated. cissy

Item/Segment No.: 415964-1
District: 5
F.A.P. No.:
State Road No.:
County: FLAGLER
Parcel No.: 825

Public Disclosure Affidavit

I, the undersigned, under penalty of perjury, affirm that I hold the title for, or represent

AK Hotels LLC

in the capacity of

Name of corporation, trust, partnership, etc.

Member

and; my full name

Affiant's Title (Pres., V.P., Trustee etc.)

and address is

5 Kingswood Dr. Palmcoast, FL 32137

; and

Affiant's Name and Address

holds legal title

Name of corporation, trust, partnership, etc.

to the real estate described in **Attachment "A"** to this affidavit; and (select appropriate option)

☒ The names and addresses of all persons who hold a beneficial interest in the real estate are listed on **Attachment "B"** to this affidavit.

☐ All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to **Chapter 517, Florida Statutes**, whose interest is for sale to the general public.

[Signature]
Affiant's Signature

State of Florida
County of Flagler

CHIRAG SARAR
Print or Type Name of Affiant

Sworn to and subscribed before me this 4th day of June, 2018
by Chirag, Tarunkumar who is personally known to me or who has produced
FL Driver's License as identification.

Notary's Signature: [Signature]
(Print, type or stamp name of notary public)



Kathleen E. Settle
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG159780
Expires 11/13/2021

Attachment A
Insert Legal Description

A Part Of Lot 7, As Per Amended Kingswood Center, As Recorded In Map Book 30, Page 32 Of The Public Records Of Flagler County, Florida, And Being Located In Section 18, Township 11 South, Range 30 East, Flagler County, Florida, Being More Particularly Described As Follows:

Commence At A 4"x4" Concrete Monument With No Identification, Marking The Southwest Corner Of Lot 2, As Per Palm Coast Crossings, As Recorded In Map Book 37, Page 40 Of The Public Records Of Flagler County, Florida, Being Located In Section 18, Township 11 South, Range 30 East, Flagler County, Florida; Thence North 59°07'19" West, A Distance Of 52.00 Feet To The Baseline Of Survey Of Old Kings Road South, (A 104 Foot Right Of Way); Thence South 30°52'41" West, Along Said Baseline Of Survey, A Distance Of 282.12 Feet; Thence North 59°07'19" West, A Distance Of 52.00 Feet To A Point On The Northwestern Existing Right Of Way Line Of Said Old Kings Road South; Said Point Being The Northeast Corner Of Lot 7, As Per Amended Kingswood Center, As Recorded In Map Book 30, Page 32, And The Point of Beginning; Thence South 30°52'41" West, Along Said Northwestern Existing Right Of Way Line, A Distance Of 332.19 Feet; Thence North 59°07'19" West, A Distance Of 15.00 Feet; Thence North 30°52'41" East, A Distance Of 332.19 Feet; Thence South 59°07'19" East, A Distance Of 15.00 Feet To The Point of Beginning.

Containing 4,983 Square Feet, More Or Less.

Attachment "B"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

575-030-27
RIGHT OF WAY
08/09

June 15
AK Hotels LLC
5 Kingswood Drive
Palm Coast, FL 32137

ITEM/SEGMENT NO.: N/415964-1
MANAGING DISTRICT: 5
F.A.P. NO.: _____
STATE ROAD NO.: N/A
COUNTY: FLAGLER
PARCEL NO.: 825

Dear Property Owner(s):

The Florida Department of Transportation will be acquiring, or has acquired property owned by you for a transportation project or will be processing a payment to you related to the above referenced parcel. Federal regulations require that we report this transaction to the Internal Revenue Service (IRS), therefore we must obtain your correct Taxpayer Identification Number (TIN).

If you fail to furnish your correct TIN you may be subject to an IRS penalty. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

See the attached instruction for how to enter names and TINs. If you have any questions please let us know.

Name <u>CHIRAG SAGAR</u>	Phone Number <u>248 227 2364</u>
Business Name, if different from above <u>Econolodge Palm Coast</u>	Phone Number
Address (number, street, and apt. or suite no.) <u>5 Kingswood Dr.</u>	OWNERSHIP INTEREST <input type="checkbox"/> Sole Owner <input checked="" type="checkbox"/> Part Owner with <u>51</u> % interest <input type="checkbox"/> Not Applicable (Vendor Only)
City, State, and ZIP Code <u>Palm Coast, FL 32137</u>	

TAXPAYER IDENTIFICATION NUMBER (TIN)

For individuals, this is your social security number (SSN): _____

For other entities, it is your employer identification number (EIN): 81-2009039

If you do not have a TIN, see attached instructions for **How to get a TIN**.

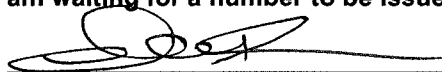
Below, choose one number that accurately describes the business or the individual.

- ☒ **1 - CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION**
(A corporation formed under the laws of any state within the United states.)
- ☐ **2 - NOT FOR PROFIT CORPORATION** (Section 501(c)(3) Internal Revenue Code)
- ☐ **3 - PARTNERSHIP, JOINT VENTURE, ESTATE, TRUST OR MULTIPLE MEMBER LLC**
- ☐ **4 - INDIVIDUAL, SOLE PROPRIETOR, SELF EMPLOYED OR SINGLE MEMBER LLC**
- ☐ **5 - NONCORPORATE RENTAL AGENT**
- ☐ **6 - GOVERNMENTAL ENTITY** (City, County, State or U.S. Government)
- ☐ **7 - FOREIGN CORPORATION OR ENTITY** (A foreign entity formed under the laws of a country other than the United States.) If YES is marked below, complete and attach Form W-8ECI.
Is income effectively connected with business in the United States? ☐ YES ☐ NO
- ☐ **8 - NONRESIDENT ALIEN** (An individual temporarily in the U.S. who is not a U.S. citizen or resident.)

Certification.

Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).

Sign Here



Date

6/4/18

Title

Member

Email (optional)

chiragsagar2@gmail.com

Instructions for Names and Taxpayer Identification Numbers

575-030-27
RIGHT OF WAY
08/09

1. **Individuals** should enter the name shown on your social security card. If you have changed your last name due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.
2. **Married couples** should give the name and SSN of either person.
3. **Custodian accounts (guardianship)** must give the ward's name and SSN. Do not furnish the TIN of the guardian.
4. For a **trust account that is not a legal or valid trust under state law**, give the name and SSN of the actual owner.
5. **Limited liability company (LLC) - If a single-member LLC** (including a foreign LLC with a domestic owner) disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line and enter the LLC name on the "Business name" line. You may use either your SSN or EIN. If the LLC is a corporation, partnership, etc., enter the entity's EIN.
6. For a **sole proprietor or a single-owner LLC** enter your **individual** name as shown on your social security card. You may enter your business, trade, or "doing business as (DBA) name on the "Business name" line. You may enter either your SSN or EIN (if you have one). The IRS prefers that you use your SSN.
7. For a **valid trust**, name the trust and give the EIN for the trust. Do not furnish the TIN of the trustee.
8. For an **estate**, the name should be shown as "The estate of (name of decedent)". Give the SSN of the decedent if he/she died in the calendar year of the closing. Give the EIN for the estate for any subsequent years following the death of the decedent. Do not furnish the TIN of the personal representative.
9. For an **association, club, religious, charitable, educational, or other tax-exempt organization**, give the name and EIN of the organization.
10. For a **partnership or multi-member LLC** give the name and EIN for the partnership, or LLC.

If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form. **Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Prepared by:
R. Michael Peel, P.E.
City of Palm Coast

Return to:
City Clerk
City of Palm Coast
160 Cypress Point Parkway, Ste. B-106
Palm Coast, FL 32164

INFRASTRUCTURE EASEMENT AGREEMENT

THIS INFRASTRUCTURE EASEMENT AGREEMENT is made and entered into this 4th day of June, 2018, by and between **AK Hotels LLC**, whose address is 5 Kingswood Dr. Palm Coast, FL 32137 ("Grantor") and the **CITY OF PALM COAST**, ("Grantee") whose address is 160 Lake Avenue, Suite 213, Palm Coast, FL 32164.

W I T N E S S E T H:

WHEREAS, Grantor is the owner of that certain real property located at 5 Kingswood Dr, Palm Coast, Flagler County, Florida, Tax ID Number 18-11-31-3391-00000-0071, more particularly described in Map Book 30, Page 32 and incorporated herein by this reference (the "Property"); and

WHEREAS, Grantor desires to grant and convey unto Grantee a non-exclusive public infrastructure easement to, over, under, upon, across and through that certain portion of the Property which is described as Parcel 825 on Exhibit "A" attached hereto (hereinafter referred to as the "Easement Area"), for the construction, installation, operation, maintenance and repair, and all associated grading and earthwork, by Grantee, or its employees, agents or designees, of public infrastructure to include; roads, storm drainage, signalization, utility lines, mains, pipes, structures, electrical controls, cables and appurtenances (hereinafter referred to as the "Infrastructure"); and

WHEREAS, Grantor warrants that he has full authority to grant this easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Grant of Easement by Grantor. Grantor does hereby create, grant, convey and declare to exist a non-exclusive Easement to, over, under, upon, across and through the Easement Area for the purpose of construction, installation, operation, maintenance and repair of the Infrastructure.

3. Incidental Rights. The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purposes, including, specifically, the right of entry for purposes of construction, installation, operation, maintenance and repair of any Infrastructure located within the Easement Area.
4. Construction and Maintenance. Grantee shall bear the entire cost and expense of any construction, repair, alteration, replacement or removal activities performed within the Easement Area. The Grantee shall also, at Grantee's cost and expense, restore, to the extent practical, areas within the Property and Easement Area to the condition which existed prior to any such construction, repair, alteration, replacement or removal activities, including but not limited to, revegetation, resodding, repaving, or removal of debris or dirt caused by or resulting from such activities.
5. Use. Use of the Easement Area and entry upon the Property will at all times conform to and comply with the terms of this Easement and all applicable governmental regulations now in existence or hereafter created.
6. Duration. The Easement hereby granted and conveyed to, over, under, upon, across, and through the Easement Area shall be perpetual in duration.
7. Warranty of Title. Grantor hereby warrants that: (i) Grantor owns the fee simple title to the Property, (ii) Grantor has good right and lawful authority to convey the Easement granted herein, and (iii) the Property is not encumbered by any mortgages or other matters which would prohibit the use of the Easement Area for the purposes contemplated herein.
8. Litigation and Attorneys Fees. In the event it shall be necessary for Grantor or Grantee to bring suit for specific performance or damages or to enforce any provision hereof, the prevailing party in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys' fees and paralegals' fees as fixed by the Court.
9. Governing Law. The Easement shall be governed by and construed in accordance with the laws of the State of Florida.
10. Recordation. The original of this agreement shall be recorded in the Public Records of Flagler County, Florida, at the expense of the Grantee.
11. Binding Covenant. The covenant and rights set forth in this Agreement shall run with the title to the lands described in Exhibit "A" and the benefits and burdens hereof shall bind and inure to the benefit of all successors in interest to the parties hereto.

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

WITNESSES:

Timothy P. Wilsey

Timothy P. Wilsey
(print)

Alena Dvornikova

Alena Dvornikova
(print)

GRANTOR

By: [Signature]

Print name: CHIRAG SACHAR

Title: Member

Address:

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 4th day of June, 2018, by Chirag, Tarunkumar the (check one) ☐ who is personally known to me or ☒ who produced Florida Driver's Lic. as identification.

[Signature]
Notary Public – State of Florida
Print Name: Kathleen E. Settle
My Commission expires:



Kathleen E. Settle
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG159780
Expires 11/13/2021

WITNESSES:

(print)

(print)

GRANTEE

CITY OF PALM COAST

By: _____

Jim Landon, City Manager

ATTEST:

City Clerk

STATE OF FLORIDA
COUNTY OF FLAGLER

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

Notary Public – State of Florida

Print Name: _____

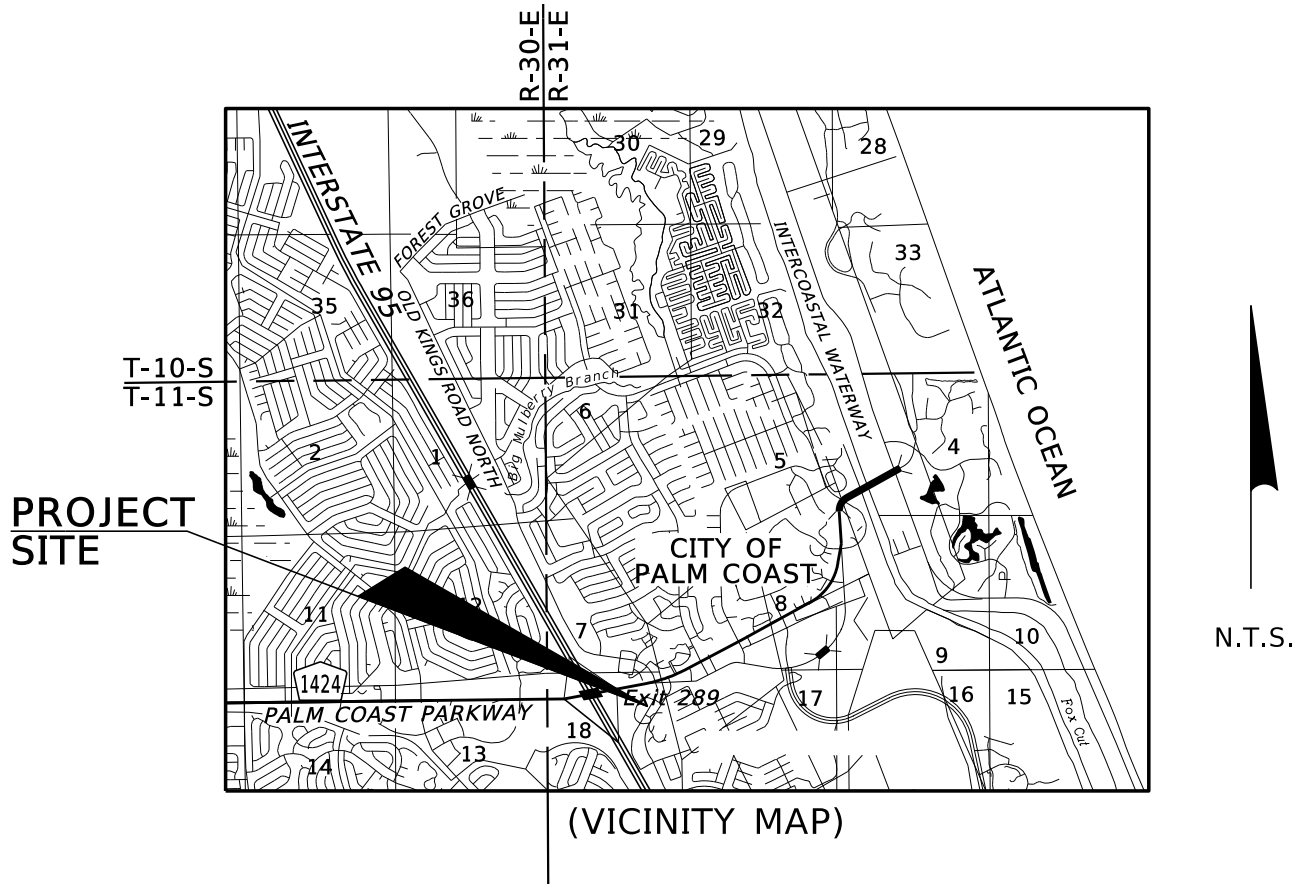
My Commission expires: _____



**EXHIBIT “A”
PROPERTY**

EXHIBIT "B"
EASEMENT AREA

SKETCH AND DESCRIPTION OLD KINGS ROAD SOUTH SECTION 18 TOWNSHIP 11 SOUTH, RANGE 30 EAST PARCEL 825



1. THIS SKETCH IS NOT A BOUNDARY SURVEY.
2. THE SOLE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY ILLUSTRATE THE NEW PERPETUAL EASEMENT OVER AN EXISTING DRAINAGE AND UTILITY EASEMENT PER MAP BOOK 30, PAGE 32, FLAGLER COUNTY PUBLIC RECORDS.
3. THIS SKETCH IS BASED ON A SPECIFIC PURPOSE SURVEY BY DRMP, INC. DATED APRIL, 2017, PREPARED FOR THE CITY OF PALM COAST. THAT SURVEY IS BASED ON FLORIDA STATE PLANE COORDINATES, EAST ZONE, (NAD83-2011). THE COORDINATES WERE ESTABLISHED BY REAL TIME NETWORK OBSERVATIONS UTILIZING THE TRIMBLE VSR NOW NETWORK.
4. THE BEARINGS SHOWN HEREON ARE BASED ON THE SURVEY DESCRIBED ABOVE IN NOTE 3. A BEARING OF N 81°27'31" W ALONG THE MONUMENTED BASELINE OF OLD KINGS ROAD NORTH, BETWEEN P.T. STATION 111+46.72 AND P.C. STATION 125+85.62 AND ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, EAST ZONE, (NAD83-2011).
5. SEE SHEET 2 OF 5 FOR LEGEND; SEE SHEET 4 OF 5 FOR DESCRIPTION AND SEE SHEET 5 OF 5 FOR SURVEYOR'S CERTIFICATION.

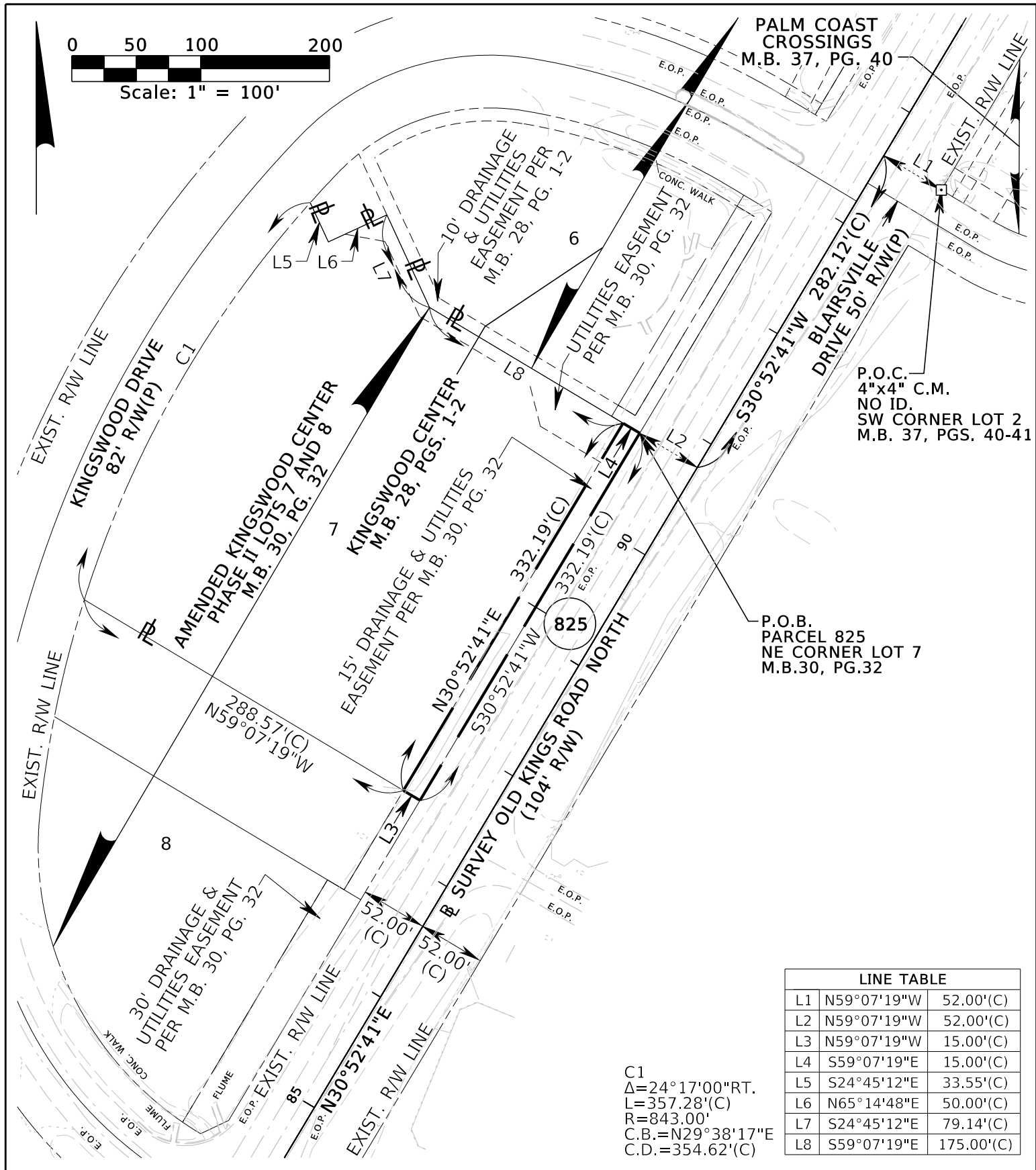
			CITY OF PALM COAST, FLORIDA			
			SKETCH AND DESCRIPTION - NOT A SURVEY			
			OLD KINGS ROAD NORTH - PARCEL 825			FLAGLER COUNTY
			BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 1-904-641-0123 LB#2648	DATA SOURCE: 13-0282.000
			DRAWN	K.SCHMISEK	04-17-17	SCALE: N/A
			CHECKED	C.FAUST	04-21-17	DRMP JOB NO. 13-0282.000
						SECTION N/A
						SHEET 1 OF 5
REVISION	BY	DATE				

LEGEND

ALUM. = ALUMINUM
 A.P. = ASPHALT PAVEMENT
 & = AND
 B. = BASELINE
 (C) = CALCULATED
 C1 = CURVE DATA
 C.B. = CHORD BEARING
 C.D. = CHORD DISTANCE
 C.L.F. = CHAIN LINK FENCE
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 COR. = CORNER
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 F.P.L. = FLORIDA POWER & LIGHT
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 TRANSPORTATION
 FKA = FORMERLY KNOWN AS
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 W/ = WITH

			CITY OF PALM COAST, FLORIDA			
			SKETCH AND DESCRIPTION - NOT A FIELD SURVEY			
			OLD KINGS ROAD NORTH - PARCEL 825		FLAGLER COUNTY	
			BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648	DATA SOURCE: 13-0282.000
			DRAWN	K.SCHMISEK	04-17-17	SCALE: N/A
REVISION	BY	DATE	CHECKED	C.FAUST	04-21-17	DRMP JOB NO. 13-0282.000 SECTION N/A SHEET 2 OF 5



LINE TABLE		
L1	N59°07'19"W	52.00'(C)
L2	N59°07'19"W	52.00'(C)
L3	N59°07'19"W	15.00'(C)
L4	S59°07'19"E	15.00'(C)
L5	S24°45'12"E	33.55'(C)
L6	N65°14'48"E	50.00'(C)
L7	S24°45'12"E	79.14'(C)
L8	S59°07'19"E	175.00'(C)

C1
 $\Delta = 24^\circ 17' 00'' \text{RT.}$
 $L = 357.28'(C)$
 $R = 843.00'$
 $C.B. = N29^\circ 38' 17'' E$
 $C.D. = 354.62'(C)$

			CITY OF PALM COAST, FLORIDA			
			SKETCH AND DESCRIPTION - NOT A FIELD SURVEY			
			OLD KINGS ROAD NORTH - PARCEL 825			FLAGLER COUNTY
REVISION	BY	DATE		BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648
			DRAWN	K.SCHMISEK	04-17-17	DATA SOURCE: 13-0282.000 SCALE: 1"=100'
			CHECKED	C.FAUST	04-21-17	DRMP JOB NO. 13-0282.000
					SECTION N/A	SHEET 3 OF 5

Parcel 825
Perpetual Easement
Old Kings Road South
Palm Coast, Florida

A Part Of Lot 7, As Per Amended Kingswood Center, As Recorded In Map Book 30, Page 32 Of The Public Records Of Flagler County, Florida, And Being Located In Section 18, Township 11 South, Range 30 East, Flagler County, Florida, Being More Particularly Described As Follows:

Commence At A 4"x4" Concrete Monument With No Identification, Marking The Southwest Corner Of Lot 2, As Per Palm Coast Crossings, As Recorded In Map Book 37, Page 40 Of The Public Records Of Flagler County, Florida, Being Located In Section 18, Township 11 South, Range 30 East, Flagler County, Florida; Thence North 59°07'19" West, A Distance Of 52.00 Feet To The Baseline Of Survey Of Old Kings Road South, (A 104 Foot Right Of Way); Thence South 30°52'41" West, Along Said Baseline Of Survey, A Distance Of 282.12 Feet; Thence North 59°07'19" West, A Distance Of 52.00 Feet To A Point On The Northwestern Existing Right Of Way Line Of Said Old Kings Road South; Said Point Being The Northeast Corner Of Lot 7, As Per Amended Kingswood Center, As Recorded In Map Book 30, Page 32, And The **Point of Beginning**; Thence South 30°52'41" West, Along Said Northwestern Existing Right Of Way Line, A Distance Of 332.19 Feet; Thence North 59°07'19" West, A Distance Of 15.00 Feet; Thence North 30°52'41" East, A Distance Of 332.19 Feet; Thence South 59°07'19" East, A Distance Of 15.00 Feet To The **Point of Beginning**.

Containing 4,983 Square Feet, More Or Less.

			CITY OF PALM COAST, FLORIDA				
			SKETCH AND DESCRIPTION - NOT A FIELD SURVEY				
			OLD KINGS ROAD NORTH - PARCEL 825				FLAGLER COUNTY
				BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648	DATA SOURCE: 13-0282.000
			DRAWN	K.SCHMISEK	04-17-17	SCALE: N/A	
REVISION	BY	DATE	CHECKED	C.FAUST	04-21-17	DRMP JOB NO. 13-0282.000	SECTION N/A SHEET 4 OF 5

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS AND CONTAINED IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION

CLYDE WILLIAM FAUST, III, P.S.M. DATE
FLORIDA PROFESSIONAL LAND SURVEYOR AND MAPPER No. 6600

THIS SKETCH AND DESCRIPTION AND COPIES THEREOF ARE NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE AND ORIGINAL RAISED SEAL.

			CITY OF PALM COAST, FLORIDA				
			SKETCH AND DESCRIPTION - NOT A FIELD SURVEY				
			OLD KINGS ROAD NORTH - PARCEL 825				FLAGLER COUNTY
				BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648	DATA SOURCE: 13-0282.000
			DRAWN	K.SCHMISEK	04-17-17	SCALE: N/A	
REVISION	BY	DATE	CHECKED	C.FAUST	04-21-17	DRMP JOB NO. 13-0282.000	SECTION N/A SHEET 5 OF 5

City of Palm Coast, Florida

Agenda Item

Agenda Date : 06/12/2018

Department	CITY CLERK	Amount
Item Key	3640	Account
		#
Subject	RESOLUTION 2018-XX RELATING TO DETERMINING THE NECESSITY AND PUBLIC PURPOSE FOR THE ACQUISITION OF PROPERTY BY EMINENT DOMAIN OR THROUGH NEGOTIATION FOR THE OLD KINGS ROAD NORTH WIDENING PROJECT	
Background : As part of easement and right of way acquisition process for the Old Kings Road widening project, funded by FDOT, the City of Palm Coast attempted to obtain agreements with 19 properties along the corridor. The City has successfully negotiated with several property owners along Old Kings Road to obtain the required rights-of-way and easements. However, in order to accomplish the OKR Widening project improvements, the City needs to acquire additional rights-of-way and easements from five more property owners who refuse to accept our offers. The following property still needs to be obtained and will be included in the eminent domain process:		
1. Parcel 826, Kingswood Property LLC		\$ 8,500.00
2. Parcel 823, 2 Old Kings Road LLC		8,800.00
3. Parcel 824 Circle K Stores		25,000.00
4. Parcels 102/802 First Coast Energy		113,200.00
5. Parcel 809 Kings Colony HOA		13,100.00
TOTAL		\$186,600.00
Acquisition of these rights-of-way and/or easements is necessary for the planned widening of the existing pavement to accommodate drainage improvements and driveway connections. Negotiations have stalled with the above mentioned property owners and legal has advised to proceed with the eminent domain processes. This resolution will allow the City to continue negotiations, but provides a mechanism for acquisitions should negotiations fail.		
SOURCE OF FUNDS WORKSHEET FY 2018		
Street Improvement Fund, Old Kings Road North Widening		
21055011-063000-54510		\$1,000,000.00
Total Expenses/Encumbered to date		\$ 618,783.75
Pending		\$ 5,400.00
Current purchases		\$ 186,600.00
Balance		\$ 189,216.25
Recommended Action : Approve Resolution 2018-XX relating to determining the necessity and public purpose for the acquisition of property by eminent domain or through negotiation for the Old Kings Road North Widening Project.		

RESOLUTION 2018-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, DETERMINING THE NECESSITY AND PUBLIC PURPOSE FOR THE FEE SIMPLE ACQUISITION OF PROPERTY IN PALM COAST, FLORIDA BY EMINENT DOMAIN OR THROUGH NEGOTIATION FOR THE OLD KINGS ROAD NORTH WIDENING PROJECT, AND AUTHORIZING ATTORNEYS TO INITIATE EMINENT DOMAIN PROCEEDINGS TO ACQUIRE THE NECESSARY PROPERTY, AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, pursuant to its Home Rule Powers and powers set forth in chapters 73 and 74, Florida Statutes, and sections 166.401, 166.411, and 337.27, Florida Statutes, among other sections, the City of Palm Coast has authority to acquire by eminent domain the property described in Exhibit "A" for the public purpose of construction and maintenance of transportation and related facilities as part of the project known as Old Kings Road North Widening Project.

WHEREAS, the City has surveyed and located the area of construction and intends to construct the project and the City Council finds that the whole of the property described in Exhibit "A" is necessary to acquire in order to construct the project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Palm Coast, Florida, as follows:

SECTION 1. PUBLIC PURPOSE ESTABLISHED. Fee simple acquisition of the property described in exhibit "A" is necessary for the performance of the City's project to widen and improve Old Kings Road North.

SECTION 2. NECESSITY ESTABLISHED. Fee simple acquisition of the property described in exhibit "A" is necessary to accomplish the public purposes set forth herein.

SECTION 3. IMPLEMENTING ACTIONS. The city council authorizes the city manager, his designee, city officers, agents, employees, contractors and attorneys to do all acts and things required of them by this resolution, or desirable or consistent with the requirements of this resolution, for the full, punctual, efficient, and complete implementation and performance of all the terms contained herein and authorized by law and shall deliver any and all papers and instruments, and carry out all acts and things necessary or proper for carrying out the transactions contemplated herein.

SECTION 4. AUTHORIZATION FOR ATTORNEYS. In addition to section 3, the City Council hereby authorizes its attorneys to initiate the eminent domain process, negotiate pre-suit settlements, file pleadings, and pursue, to settlement, final judgment and final appeal, eminent domain proceedings to acquire fee simple title to the property described herein, and to take any other necessary action, including hiring experts for the city, necessary to initiate and pursue eminent domain proceedings, and any other actions associated with or arising out of such eminent domain or related proceedings. City attorneys are further authorized to accomplish the acquisition of said property by settlement and compromise if same can be effected in accordance with the terms, conditions, and limitations established by the City Council.

SECTION 5. REPEAL OF PRIOR INCONSISTENT RESOLUTIONS. All prior inconsistent resolutions adopted by the City Council are hereby repealed.

SECTION 6. SEVERABILITY. If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this resolution.

SECTION 7. EFFECTIVE DATE. This resolution shall become effective immediately upon adoption by the city council of the City of Palm Coast, Florida.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 19th day of June 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

Milissa Holland, Mayor

Virginia A. Smith, City Clerk

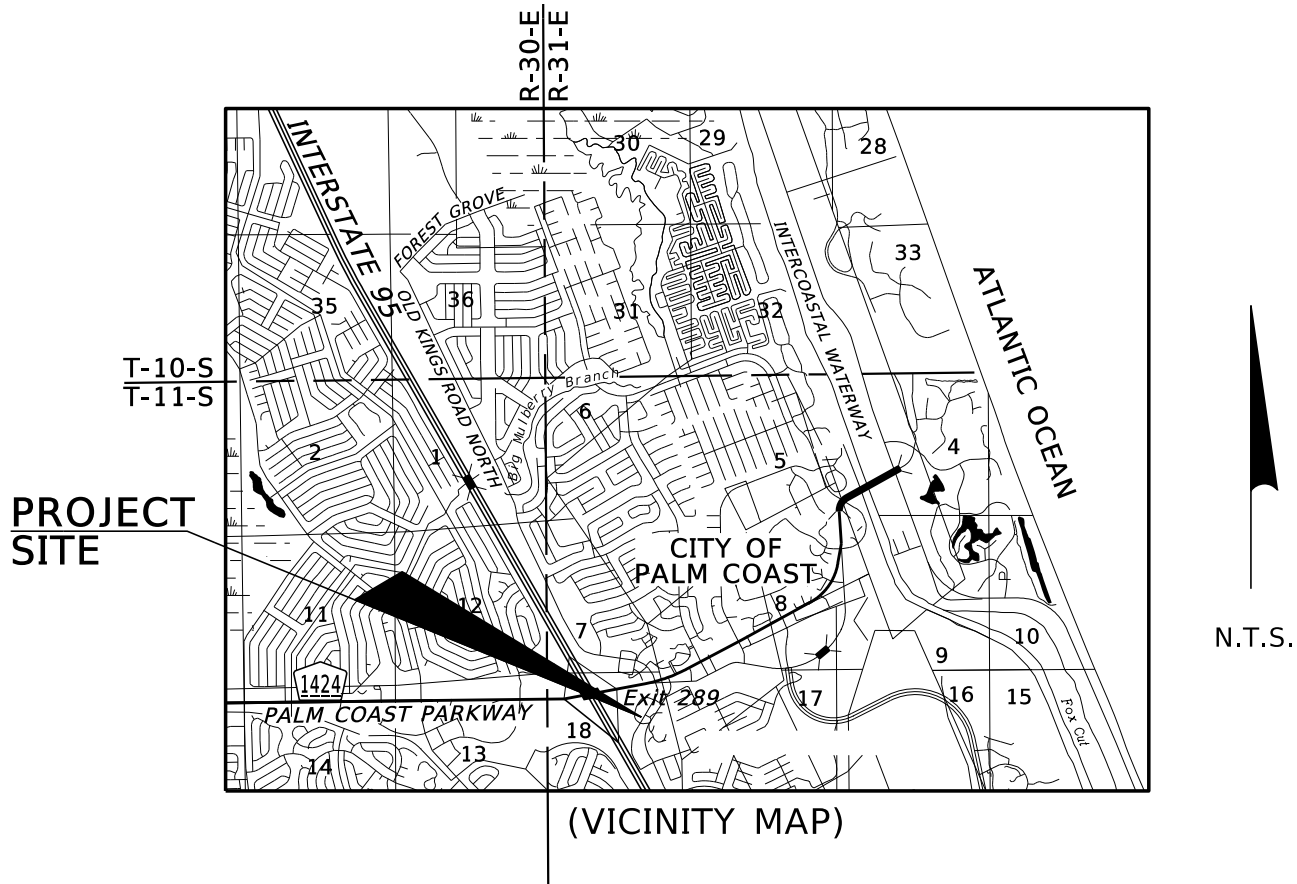
Approved as to form and legality

William E. Reischmann, Jr., Esq.

Attachment: Exhibit A – Legal descriptions for Parcel 826-Kingswood Property LLC, Parcel 823-Old Kings Road LLC, Parcel 824-Circle K Stores, Parcel 102/802-First Coast Energy, and Parcel 809-Kings Colony HOA

EXHIBIT A

SKETCH AND DESCRIPTION OLD KINGS ROAD SOUTH SECTION 18 TOWNSHIP 11 SOUTH, RANGE 30 EAST PARCEL 826



1. THIS SKETCH IS NOT A BOUNDARY SURVEY.
2. THE SOLE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY ILLUSTRATE THE NEW PERPETUAL EASEMENT OVER AN EXISTING DRAINAGE AND UTILITY EASEMENT PER MAP BOOK 30, PAGE 32, FLAGLER COUNTY PUBLIC RECORDS.
3. THIS SKETCH IS BASED ON A SPECIFIC PURPOSE SURVEY BY DRMP, INC. DATED APRIL, 2017, PREPARED FOR THE CITY OF PALM COAST. THAT SURVEY IS BASED ON FLORIDA STATE PLANE COORDINATES, EAST ZONE, (NAD83-2011). THE COORDINATES WERE ESTABLISHED BY REAL TIME NETWORK OBSERVATIONS UTILIZING THE TRIMBLE VSR NOW NETWORK.
4. THE BEARINGS SHOWN HEREON ARE BASED ON THE SURVEY DESCRIBED ABOVE IN NOTE 3. A BEARING OF N 81°27'31" W ALONG THE MONUMENTED BASELINE OF OLD KINGS ROAD NORTH, BETWEEN P.T. STATION 111+46.72 AND P.C. STATION 125+85.62 AND ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, EAST ZONE, (NAD83-2011).
5. SEE SHEET 2 OF 5 FOR LEGEND; SEE SHEET 4 OF 5 FOR DESCRIPTION AND SEE SHEET 5 OF 5 FOR SURVEYOR'S CERTIFICATION.

			CITY OF PALM COAST, FLORIDA			
			SKETCH AND DESCRIPTION - NOT A SURVEY			
			OLD KINGS ROAD NORTH - PARCEL 826			FLAGLER COUNTY
			BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 1-904-641-0123 LB#2648	DATA SOURCE: 13-0282.000
			DRAWN	K.SCHMISEK	04-17-17	SCALE: N/A
			CHECKED	C.FAUST	04-21-17	DRMP JOB NO. 13-0282.000
						SECTION N/A
						SHEET 1 OF 5
REVISION	BY	DATE				

LEGEND

ALUM. = ALUMINUM
 A.P. = ASPHALT PAVEMENT
 & = AND
 B. = BASELINE
 (C) = CALCULATED
 C1 = CURVE DATA
 C.B. = CHORD BEARING
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 P.C. = POINT OF CURVATURE
 P.E. = PERPETUAL EASEMENT
 PG. = PAGE
 PGS. = PAGES
 P.K. = "PARKER-KALON" BRAND
 P. = PROPERTY LINE
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 P.S.M. = PROFESSIONAL SURVEYOR
 AND MAPPER
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 RT. = RIGHT
 SEC. = SECTION
 S.R. = STATE ROAD
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			CITY OF PALM COAST, FLORIDA			
			SKETCH AND DESCRIPTION - NOT A FIELD SURVEY			
			OLD KINGS ROAD NORTH - PARCEL 826		FLAGLER COUNTY	
			BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648	DATA SOURCE: 13-0282.000
			DRAWN	K.SCHMISEK	04-17-17	SCALE: N/A
REVISION	BY	DATE	CHECKED	C.FAUST	04-21-17	<div style="display: flex; justify-content: space-between;"> DRMP JOB NO. 13-0282.000 SECTION N/A SHEET 2 OF 5 </div>

**Parcel 826
Perpetual Easement
Old Kings Road South
Palm Coast, Florida**

A Part Of Lot 8, As Per Amended Kingswood Center, As Recorded In Map Book 30, Page 32 Of The Public Records Of Flagler County, Florida, And Being Located In Section 18, Township 11 South, Range 30 East, Flagler County, Florida, Being More Particularly Described As Follows:

Commence At A 4"x4" Concrete Monument With No Identification, Marking The Southwest Corner Of Lot 2, As Per Palm Coast Crossings, As Recorded In Map Book 37, Page 40 Of The Public Records Of Flagler County, Florida, Being Located In Section 18, Township 11 South, Range 30 East, Flagler County, Florida; Thence North 59°07'19" West, A Distance Of 52.00 Feet To The Baseline Of Survey Of Old Kings Road South, (A 104 Foot Right Of Way); Thence South 30°52'41" West, Along Said Baseline Of Survey, A Distance Of 614.31 Feet; Thence North 59°07'19" West, A Distance Of 52.00 Feet To A Point On The Northwestern Existing Right Of Way Line Of Said Old Kings Road South; Said Point Being The Northeast Corner Of Lot 8, As Per Amended Kingswood Center, As Recorded In Map Book 30, Page 32, And The **Point of Beginning**; Thence South 30°52'41" West, Along Said Northwestern Existing Right Of Way Line, A Distance Of 289.43 Feet; Thence South 64°34'28" West, Along The Northerly Existing Right Of Way Line Of Kingswood Drive (82 Foot Right Of Way, Per Map Book 28, Pages 1-2), A Distance Of 24.04 Feet To The Point Of Curvature Of A Curve To The Right, Having A Radius Of 259.00 Feet; Thence Along Said Existing Right Of Way Line And Curve, Through An Angle Of 03°41'19", An Arc Distance Of 16.67 Feet And A Chord Bearing And Distance Of North 57°16'39" West, 16.67 Feet; Thence North 30°52'41" East, A Distance Of 219.15 Feet; Thence South 59°07'19" East, A Distance Of 15.00 Feet; Thence North 30°52'41" East, A Distance Of 89.74 Feet; Thence South 59°07'19" East, A Distance Of 15.00 Feet To The **Point of Beginning**.

Containing 7,800 Square Feet, More Or Less.

_____	_____	_____	<p align="center">CITY OF PALM COAST, FLORIDA</p> <p align="center">SKETCH AND DESCRIPTION - NOT A FIELD SURVEY</p>				
_____	_____	_____					
_____	_____	_____					
_____	_____	_____					
_____	_____	_____	<p align="center">OLD KINGS ROAD NORTH - PARCEL 826</p>				
_____	_____	_____	<p align="right">FLAGLER COUNTY</p>				
_____	_____	_____		BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648	DATA SOURCE: 13-0282.000 SCALE: N/A _____
_____	_____	_____	DRAWN	K.SCHMISEK	04-17-17		
REVISION	BY	DATE	CHECKED	C.FAUST	04-21-17	DRMP JOB NO. 13-0282.000	SECTION N/A
						SHEET 4 OF 5	

SURVEYOR'S CERTIFICATION:

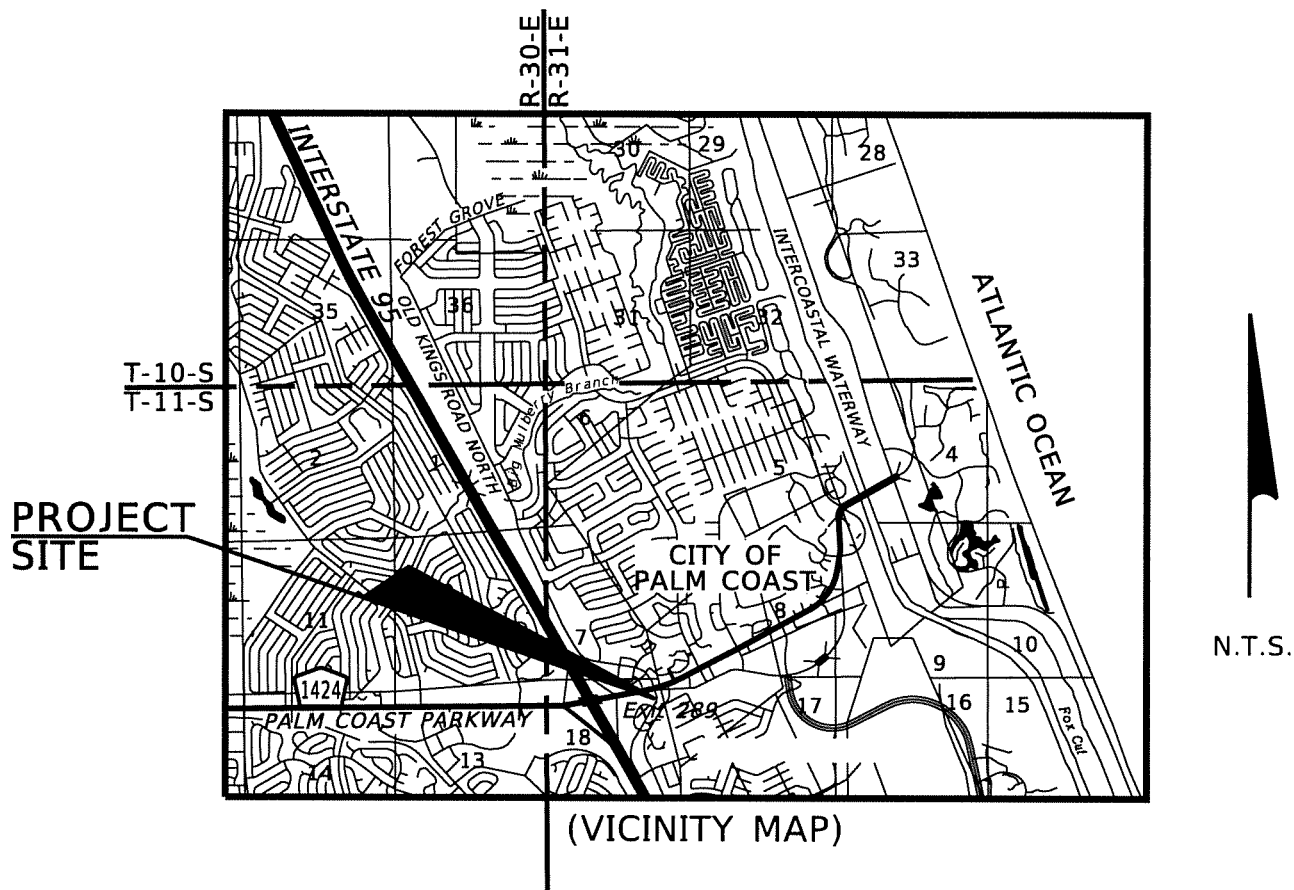
I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS AND CONTAINED IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION

CLYDE WILLIAM FAUST, III, P.S.M. DATE
FLORIDA PROFESSIONAL LAND SURVEYOR AND MAPPER No. 6600

THIS SKETCH AND DESCRIPTION AND COPIES THEREOF ARE NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE AND ORIGINAL RAISED SEAL.

			CITY OF PALM COAST, FLORIDA					
			SKETCH AND DESCRIPTION - NOT A FIELD SURVEY					
			OLD KINGS ROAD NORTH - PARCEL 826					
			FLAGLER COUNTY					
				BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648	DATA SOURCE: 13-0282.000	
			DRAWN	K.SCHMISEK	04-17-17	SCALE: N/A		
REVISION	BY	DATE	CHECKED	C.FAUST	04-21-17	DRMP JOB NO. 13-0282.000	SECTION N/A	
						SHEET 5 OF 5		

SKETCH AND DESCRIPTION OLD KINGS ROAD SOUTH SECTION 18 TOWNSHIP 11 SOUTH, RANGE 31 EAST PARCEL 823



1. THIS SKETCH IS NOT A BOUNDARY SURVEY.
2. THE SOLE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY ILLUSTRATE THE NEW PERPETUAL EASEMENT OVER EXISTING EASEMENT.
3. THIS SKETCH IS BASED ON A SPECIFIC PURPOSE SURVEY BY DRMP, INC. DATED APRIL, 2017, PREPARED FOR THE CITY OF PALM COAST. THAT SURVEY IS BASED ON FLORIDA STATE PLANE COORDINATES, EAST ZONE, (NAD83-2011). THE COORDINATES WERE ESTABLISHED BY REAL TIME NETWORK OBSERVATIONS UTILIZING THE TRIMBLE VSR NOW NETWORK.
4. THE BEARINGS SHOWN HEREON ARE BASED ON THE SURVEY DESCRIBED ABOVE IN NOTE 3. A BEARING OF N 81°27'31" W ALONG THE MONUMENTED BASELINE OF OLD KINGS ROAD NORTH, BETWEEN P.T. STATION 111+46.72 AND P.C. STATION 125+85.62 AND ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, EAST ZONE, (NAD83-2011).
5. SEE SHEET 2 OF 5 FOR LEGEND; SEE SHEET 4 OF 5 FOR DESCRIPTION AND SEE SHEET 5 OF 5 FOR SURVEYOR'S CERTIFICATION.

			CITY OF PALM COAST, FLORIDA				
			SKETCH AND DESCRIPTION - NOT A SURVEY				
			OLD KINGS ROAD NORTH - PARCEL 823				FLAGLER COUNTY
				BY	DATE	PREPARED BY: DRMP, INC 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 1-904-641-0123 LB#2648	DATA SOURCE: 13-0282.000
			DRAWN	K.SCHMISEK	05-22-17	SCALE: N/A	
REVISION	BY	DATE	CHECKED	C.FAUST	05-26-17	DRMP JOB NO. 13-0282.000	SECTION N/A
						SHEET 1 OF 5	

LEGEND

ALUM. = ALUMINUM
 A.P. = ASPHALT PAVEMENT
 & = AND
 B = BASELINE
 (C) = CALCULATED
 C1 = CURVE DATA
 C.B. = CHORD BEARING
 C.D. = CHORD DISTANCE
 C.L.F. = CHAIN LINK FENCE
 C.M. = CONCRETE MONUMENT
 CONC. = CONCRETE
 COR. = CORNER
 C.C.R. = CERTIFIED CORNER RECORD
 C.R. = COUNTY ROAD
 Δ = DELTA
 D = DEGREE OF CURVE
 E: = EASTING
 E.O.P. = EDGE OF PAVEMENT
 EXIST. = EXISTING
 (F) = FIELD DATA
 F.P.L. = FLORIDA POWER & LIGHT
 F.D.O.T. = FLORIDA DEPARTMENT OF
 TRANSPORTATION
 FKA = FORMERLY KNOWN AS
 FND. = FOUND
 GOV. = GOVERNMENT
 INC. = INCORPORATED
 ID. = IDENTIFICATION
 I.R.&C. = IRON ROD & CAP
 L.B. = LICENSED (SURVEY) BUSINESS
 L.A. = LIMITED ACCESS
 L = ARC DISTANCE
 LT. = LEFT
 M.B. = MAP BOOK
 N: = NORTHING

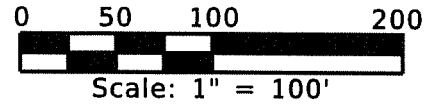
N.A.D. = NORTH AMERICAN DATUM
 N.T.S. = NOT TO SCALE
 NO. = NUMBER
 O.R. = OFFICIAL RECORD
 O.R.B. = OFFICIAL RECORD BOOK
 (P) = PLAT
 P.B. = PLAT BOOK
 P.C. = POINT OF CURVATURE
 P.E. = PERPETUAL EASEMENT
 PG. = PAGE
 PGS. = PAGES
 P.K. = "PARKER-KALON" BRAND
 P. = PROPERTY LINE
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 P.S.M. = PROFESSIONAL SURVEYOR
 AND MAPPER
 P.T. = POINT OF TANGENCY
 R = RANGE/RADIUS
 R/W = RIGHT OF WAY
 R.O.W. = RIGHT OF WAY
 RT. = RIGHT
 SEC. = SECTION
 S.R. = STATE ROAD
 STA. = STATION
 T = TOWNSHIP/TANGENT
 W/ = WITH

			CITY OF PALM COAST, FLORIDA			
			SKETCH AND DESCRIPTION - NOT A FIELD SURVEY			
			OLD KINGS ROAD NORTH - PARCEL 823		FLAGLER COUNTY	
			BY	DATE	PREPARED BY: DRMP, INC 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648	DATA SOURCE 13-0282.000
			DRAWN	K.SCHMISEK	05-22-17	SCALE: N/A
REVISION	BY	DATE	CHECKED	C.FAUST	05-26-17	DRMP JOB NO. 13-0282.000 SECTION N/A SHEET 2 OF 5

C1
 $\Delta=50^{\circ}00'00''$ LT.
 $L=251.33'$ (C)
 $R=288.00'$
 $C.B.=N05^{\circ}52'41''$ E
 $C.D.=243.43'$ (C)

C2
 $\Delta=00^{\circ}08'11''$ LT.
 $L=10.00'$ (C)
 $R=4203.00'$
 $C.B.=N69^{\circ}21'42''$ E
 $C.D.=10.00'$ (C)

C3
 $\Delta=50^{\circ}00'00''$ RT.
 $L=260.05'$ (C)
 $R=298.00'$
 $C.B.=S05^{\circ}52'41''$ W
 $C.D.=251.88'$ (C)



C4
 $\Delta=21^{\circ}23'21''$ LT.
 $L=199.72'$ (C)
 $R=535.00'$
 $C.B.=N69^{\circ}49'00''$
 $C.D.=198.56'$ (C)

C5
 $\Delta=01^{\circ}57'40''$ LT.
 $L=143.85'$ (C)
 $R=4203.00'$
 $C.B.=N70^{\circ}24'37''$ E
 $C.D.=143.84'$ (C)

BASELINE CURVE
OLD KINGS ROAD NORTH
P.I. STA. 96+42.38
 $\Delta=50^{\circ}00'00''$ LT.
 $D=16^{\circ}22'13''$
 $T=163.21'$
 $L=305.43'$
P.C. STA. 94+79.18
P.T. STA. 97+84.61

PALM COAST PARKWAY
(WIDTH VARIES)
(PER FDOT R/W MAPS
SECTION 75001-2408)
10' BLANKET EASEMENT
FOR DRAINAGE & UTILITIES
PER MAP BOOK 28, PAGE 1-2

20' SIDEWALK AND UTILITY EASEMENT
MAP BOOK 37, PAGE 40-41

EXIST. R/W LINE

35'X35' TRAFFIC SIGNAL
EQUIPMENT EASEMENT
MAP BOOK 37,
PAGE 40-41

DRAINAGE
EASEMENT (PLAT)
WIDTH VARIES

10' UTILITY EASEMENT
MAP BOOK 37, PAGE 40-41

**PALM COAST
CROSSINGS**
M.B. 37, PG. 40

10' SIDEWALK EASEMENT
MAP BOOK 37, PAGE 40-41

LINE TABLE		
L1	N59°07'19"W	52.00'(C)
L2	N59°15'15"W	52.00'(C)
L3	N59°07'19"W	10.00'(C)
L4	N30°52'41"E	118.50'(C)
L5	N19°07'19"W	68.36'(C)
L6	S19°07'19"E	68.62'(C)
L7	S30°52'41"W	118.50'(C)
L8	N59°07'19"W	30.00'(C)
L9	N21°29'47"E	136.14'(C)
L10	N00°47'01"W	121.69'(C)
L11	N73°03'06"E	95.89'(C)

SOUTHERLY EXIST.
L.A. R/W LINE
INTERSTATE-95

KINGSWOOD CENTER
M.B. 28, PAGES 1-2

PALM COAST UTILITY
CORPORATION
WATER &
SEWER EASEMENT
PER O.R.B. 585,
PAGE 1084

P.O.B.
PARCEL 823
SE CORNER
LOT 1
M.B. 28,
PGS. 1-2

EXIST. R/W LINE

EXIST. R/W LINE

KINGSWOOD DRIVE
82' R/W(P)

6

P.C. STA.
94+79.18

20' DRAINAGE
EASEMENT
MAP BOOK 37,
PAGE 40-41

BLAIRSVILLE DRIVE 50' R/W(P)

P.O.C.
4"x4" C.M.
NO ID.
SW CORNER
LOT 2
M.B. 37, PAGES 40-41

				CITY OF PALM COAST, FLORIDA			
				SKETCH AND DESCRIPTION - NOT A FIELD SURVEY			
				OLD KINGS ROAD NORTH - PARCEL 823			
				FLAGLER COUNTY			
		BY	DATE	PREPARED BY DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648		DATA SOURCE 13-0282.000	
		DRAWN	K.SCHMISEK	05-22-17		SCALE: 1"=100	
		CHECKED	C.FAUST	05-26-17		DRMP JOB NO. 13-0282.000	
REVISION		BY	DATE	SECTION N/A		SHEET 3 OF 5	

**Parcel 823
Perpetual Easement
Old Kings Road North
Palm Coast, Florida**

A Part Of Lot 1, As Per Kingswood Center, As Recorded In Map Book 28, Pages 1-2 Of The Public Records Of Flagler County, Florida, And Being Located In Section 18, Township 11 South, Range 31 East, Flagler County, Florida, Being More Particularly Described As Follows:

Commence At A 4"x4" Concrete Monument With No Identification, Marking The Southwest Corner Of Lot 2, As Per Palm Coast Crossings, As Recorded In Map Book 37, Page 40 Of The Public Records Of Flagler County, Florida, Being Located In Section 18, Township 11 South, Range 31 East, Flagler County, Florida; Thence North 59°07'19" West, A Distance Of 52.00 Feet To The Baseline Of Survey Of Old Kings Road South, (A 104 Foot Right Of Way); Thence North 59°15'15" West, A Distance Of 52.00 Feet To A Point On The Northwestern Existing Right Of Way Line Of Said Old Kings Road South; Said Point Being The Southeast Corner Of Lot 1, As Per Kingswood Center, As Recorded In Map Book 28, Pages 1-2, And The **Point of Beginning**; Thence North 59°07'19" West, Along The Northerly Existing Right Of Way Line Of Kingswood Drive (82 Foot Right Of Way, Per Map Book 28, Pages 1-2), A Distance Of 10.00 Feet; Thence North 30°52'41" East, A Distance Of 118.50 Feet To The Point Of Curvature Of A Curve To The Left, Having A Radius Of 288.00 Feet; Thence Along Said Curve, Through An Angle Of 50°00'00", An Arc Distance Of 251.33 Feet And A Chord Bearing And Distance Of North 05°52'41" East, 243.43 Feet To The Point Of Tangency; Thence North 19°07'19" West, A Distance Of 68.36 Feet To The Southerly Existing Limited Access Right Of Way Line Of Palm Coast Parkway (R/W Varies, Per FDOT R/W Map Section 75001-2408) And A Non-Tangent Curve To The Left, Having A Radius Of 4,203.00 Feet; Thence Northeasterly Along Said Southerly Existing Limited Access Right Of Way Line And Curve, Through An Angle Of 00°08'11", An Arc Distance Of 10.00 Feet And A Chord Bearing And Distance Of North 69°21'42" East, 10.00 To Said Westerly Existing Right Of Way Line Of Old Kings Road South; Thence South 19°07'19" East, Along Said Westerly Right Of Way Line, A Distance Of 68.62 Feet To The Point Of Curvature Of A Curve To The Right, Having A Radius Of 298.00 Feet; Thence Southwesterly Along Said Westerly Existing Right Of Way Line And Curve, Through An Angle Of 50°00'00", An Arc Distance Of 260.05 Feet And A Chord Bearing And Distance Of South 05°50'25" West, 251.88 Feet To The Point Of Tangency; Thence South 30°52'41" West, Continuing Along Said Westerly Existing Right Of Way Line, A Distance Of 118.50 Feet To The **Point of Beginning**.

Containing 4,427 Square Feet, More Or Less.

			CITY OF PALM COAST, FLORIDA			
			SKETCH AND DESCRIPTION - NOT A FIELD SURVEY			
			OLD KINGS ROAD NORTH - PARCEL 823			FLAGLER COUNTY
			BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648	DATA SOURCE: 13-0282 000
			DRAWN	K.SCHMISEK	05-22-17	SCALE: N/A
REVISION	BY	DATE	CHECKED	C.FAUST	05-26-17	DRMP JOB NO. 13-0282.000 SECTION N/A SHEET 4 OF 5

SURVEYOR'S CERTIFICATION:

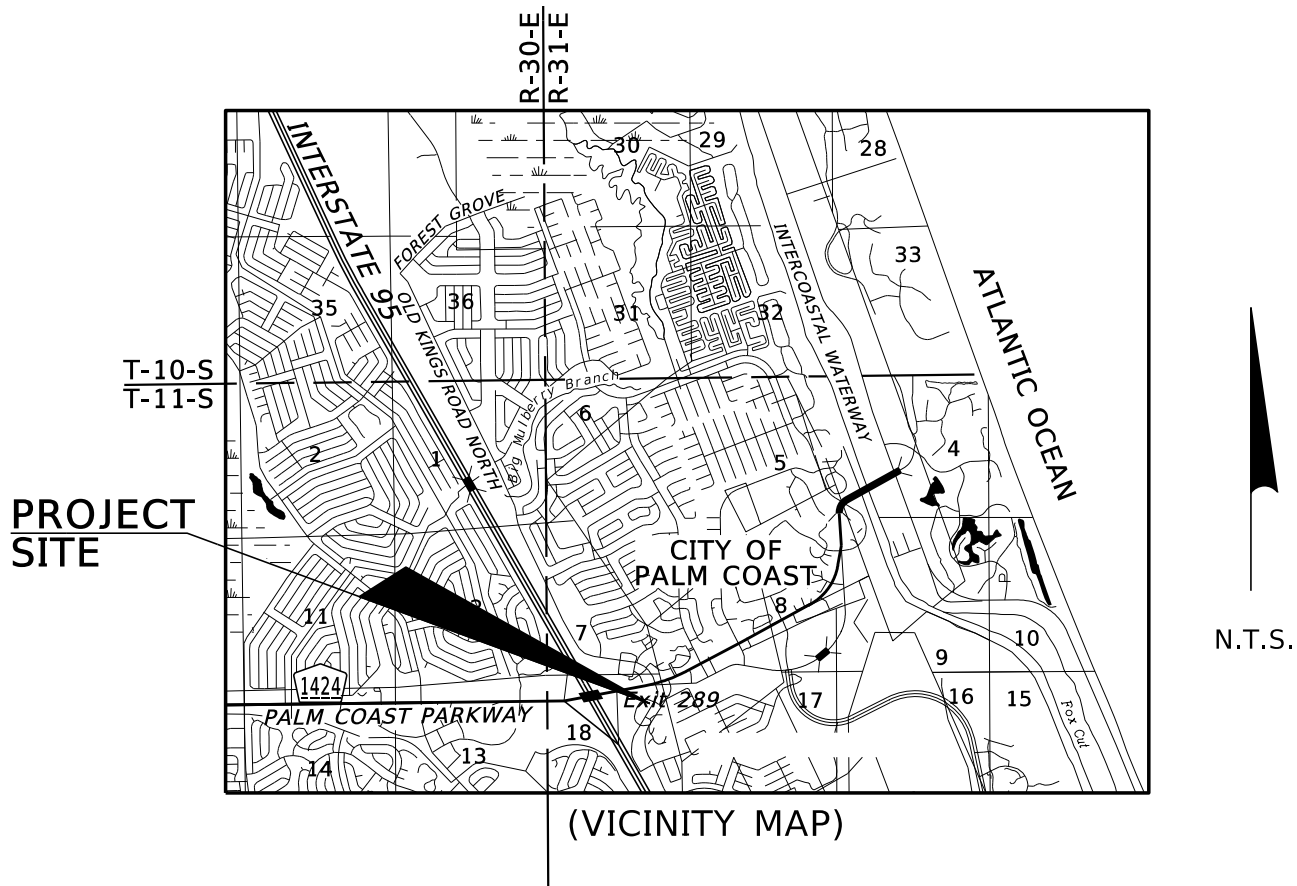
I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS AND CONTAINED IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION

CLYDE WILLIAM FAUST, III, P.S.M. DATE
FLORIDA PROFESSIONAL LAND SURVEYOR AND MAPPER No. 6600

THIS SKETCH AND DESCRIPTION AND COPIES THEREOF ARE NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE AND ORIGINAL RAISED SEAL.

			CITY OF PALM COAST, FLORIDA						
			SKETCH AND DESCRIPTION - NOT A FIELD SURVEY						
			OLD KINGS ROAD NORTH - PARCEL 823				FLAGLER COUNTY		
				BY	DATE	PREPARED BY DRMP, INC 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648		DATA SOURCE 13-0282 000	
			DRAWN	K.SCHMISEK	05-22-17			SCALE: N/A	
REVISION	BY	DATE	CHECKED	C.FAUST	05-26-17	DRMP JOB NO. 13-0282.000		SECTION N/A	SHEET 5 OF 5

SKETCH AND DESCRIPTION OLD KINGS ROAD SOUTH SECTION 18 TOWNSHIP 11 SOUTH, RANGE 30 EAST EXHIBIT "A" PARCELS 824 & 924



1. THIS SKETCH IS NOT A BOUNDARY SURVEY.
2. THE SOLE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY ILLUSTRATE THE NEW PERPETUAL EASEMENT OVER AN EXISTING DRAINAGE AND UTILITY EASEMENT PER MAP BOOK 30, PAGE 32, FLAGLER COUNTY PUBLIC RECORDS.
3. THIS SKETCH IS BASED ON A SPECIFIC PURPOSE SURVEY BY DRMP, INC. DATED APRIL, 2017, PREPARED FOR THE CITY OF PALM COAST. THAT SURVEY IS BASED ON FLORIDA STATE PLANE COORDINATES, EAST ZONE, (NAD83-2011). THE COORDINATES WERE ESTABLISHED BY REAL TIME NETWORK OBSERVATIONS UTILIZING THE TRIMBLE VSR NOW NETWORK.
4. THE BEARINGS SHOWN HEREON ARE BASED ON THE SURVEY DESCRIBED ABOVE IN NOTE 3. A BEARING OF N 81°27'31" W ALONG THE MONUMENTED BASELINE OF OLD KINGS ROAD NORTH, BETWEEN P.T. STATION 111+46.72 AND P.C. STATION 125+85.62 AND ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, EAST ZONE, (NAD83-2011).
5. SEE SHEET 2 OF 5 FOR LEGEND; SEE SHEET 4 OF 5 FOR DESCRIPTION AND SEE SHEET 5 OF 5 FOR SURVEYOR'S CERTIFICATION.

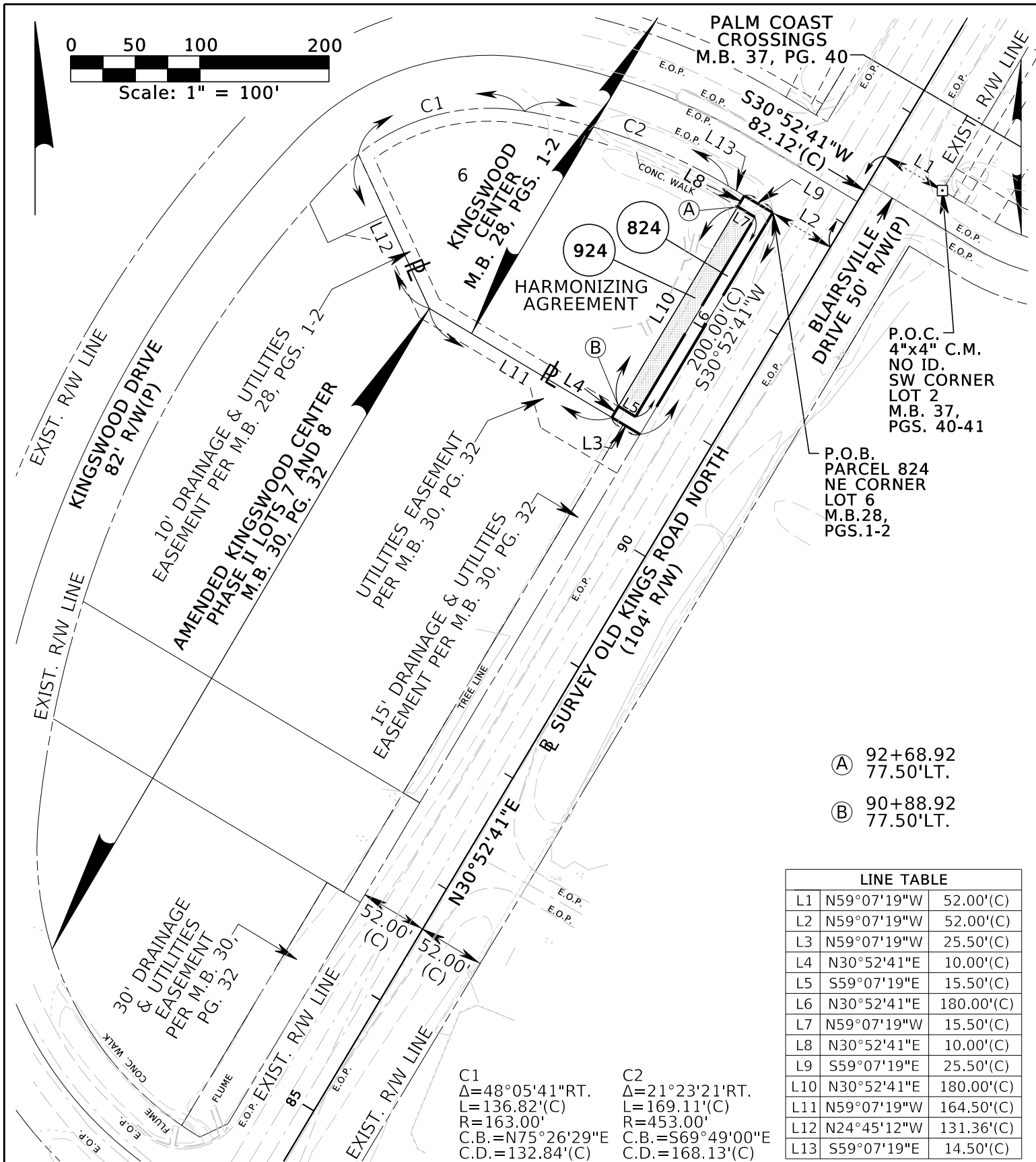
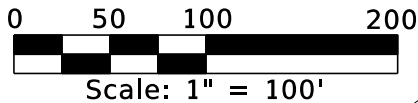
			CITY OF PALM COAST, FLORIDA		
			SKETCH AND DESCRIPTION - NOT A SURVEY		
			OLD KINGS ROAD NORTH - PARCELS 824 & PARCEL 924		FLAGLER COUNTY
			BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 1-904-641-0123 LB#2648
			DRAWN	K.SCHMISEK	04-17-17
			CHECKED	C.FAUST	04-21-17
			DRMP JOB NO. 13-0282.000		SECTION N/A
					SHEET 1 OF 5
REVISION	BY	DATE			

LEGEND

ALUM. = ALUMINUM
 A.P. = ASPHALT PAVEMENT
 & = AND
 B. = BASELINE
 (C) = CALCULATED
 C1 = CURVE DATA
 C.B. = CHORD BEARING
 C.D. = CHORD DISTANCE
 C.L.F. = CHAIN LINK FENCE
 C.M. = CONCRETE MONUMENT
 CONC. = CONCRETE
 COR. = CORNER
 C.C.R. = CERTIFIED CORNER RECORD
 C.R. = COUNTY ROAD
 Δ = DELTA
 D = DEGREE OF CURVE
 E: = EASTING
 E.O.P. = EDGE OF PAVEMENT
 EXIST. = EXISTING
 (F) = FIELD DATA
 F.P.L. = FLORIDA POWER & LIGHT
 F.D.O.T. = FLORIDA DEPARTMENT OF
 TRANSPORTATION
 FKA = FORMERLY KNOWN AS
 FND. = FOUND
 GOV. = GOVERNMENT
 INC. = INCORPORATED
 ID. = IDENTIFICATION
 I.R.&C. = IRON ROD & CAP
 L.B. = LICENSED (SURVEY) BUSINESS
 L.A. = LIMITED ACCESS
 L = ARC DISTANCE
 LT. = LEFT
 M.B. = MAP BOOK
 N: = NOTHING

N.A.D. = NORTH AMERICAN DATUM
 N.T.S. = NOT TO SCALE
 NO. = NUMBER
 O.R. = OFFICIAL RECORD
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 (P) = PLAT
 P.B. = PLAT BOOK
 P.C. = POINT OF CURVATURE
 P.E. = PERPETUAL EASEMENT
 PG. = PAGE
 PGS. = PAGES
 P.K. = "PARKER-KALON" BRAND
 P. = PROPERTY LINE
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 P.S.M. = PROFESSIONAL SURVEYOR
 AND MAPPER
 P.T. = POINT OF TANGENCY
 R = RANGE/RADIUS
 R/W = RIGHT OF WAY
 R.O.W. = RIGHT OF WAY
 RT. = RIGHT
 SEC. = SECTION
 S.R. = STATE ROAD
 STA. = STATION
 T = TOWNSHIP/TANGENT
 W/ = WITH

			CITY OF PALM COAST, FLORIDA			
			SKETCH AND DESCRIPTION - NOT A FIELD SURVEY			
			OLD KINGS ROAD NORTH - PARCELS 824 & PARCEL 924			FLAGLER COUNTY
			BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648	DATA SOURCE: 13-0282.000
			DRAWN	K.SCHMISEK	04-17-17	SCALE: N/A
REVISION	BY	DATE	CHECKED	C.FAUST	04-21-17	DRMP JOB NO. 13-0282.000 SECTION N/A SHEET 2 OF 5



(A) 92+68.92
77.50'LT.

(B) 90+88.92
77.50'LT.

LINE TABLE		
L1	N59°07'19"W	52.00'(C)
L2	N59°07'19"W	52.00'(C)
L3	N59°07'19"W	25.50'(C)
L4	N30°52'41"E	10.00'(C)
L5	S59°07'19"E	15.50'(C)
L6	N30°52'41"E	180.00'(C)
L7	N59°07'19"W	15.50'(C)
L8	N30°52'41"E	10.00'(C)
L9	S59°07'19"E	25.50'(C)
L10	N30°52'41"E	180.00'(C)
L11	N59°07'19"W	164.50'(C)
L12	N24°45'12"W	131.36'(C)
L13	S59°07'19"E	14.50'(C)

C1
Δ=48°05'41"RT.
L=136.82'(C)
R=163.00'
C.B.=N75°26'29"E
C.D.=132.84'(C)

C2
Δ=21°23'21"RT.
L=169.11'(C)
R=453.00'
C.B.=S69°49'00"E
C.D.=168.13'(C)

CITY OF PALM COAST, FLORIDA
SKETCH AND DESCRIPTION - NOT A FIELD SURVEY

OLD KINGS ROAD NORTH - PARCELS 824 & PARCEL 924

FLAGLER COUNTY

	BY	DATE
DRAWN	K.SCHMISEK	04-17-17
CHECKED	C.FAUST	04-21-17

PREPARED BY: DRMP, INC.
8001 BELFORT PARKWAY, SUITE 200
JACKSONVILLE, FLORIDA 32256 LB#2648

DATA SOURCE: 13-0282.000
SCALE: 1"=100'

DRMP JOB NO. 13-0282.000

SECTION N/A

SHEET 3 OF 5

Parcel 824
Perpetual Easement
Old Kings Road South
Palm Coast, Florida

A Part Of Lot 6, As Per Kingswood Center, As Recorded In Map Book 28, Pages 1-2 Of The Public Records Of Flagler County, Florida, And Being Located In Section 18, Township 11 South, Range 30 East, Flagler County, Florida, Being More Particularly Described As Follows:

Commence At A 4"x4" Concrete Monument With No Identification, Marking The Southwest Corner Of Lot 2, As Per Palm Coast Crossings, As Recorded In Map Book 37, Page 40 Of The Public Records Of Flagler County, Florida, Being Located In Section 18, Township 11 South, Range 30 East, Flagler County, Florida; Thence North 59°07'19" West, A Distance Of 52.00 Feet To The Baseline Of Survey Of Old Kings Road South, (A 104 Foot Right Of Way); Thence South 30°52'41" West, Along Said Baseline Of Survey, A Distance Of 82.12 Feet; Thence North 59°07'19" West, A Distance Of 52.00 Feet To A Point On The Northwesternly Existing Right Of Way Line Of Said Old Kings Road South; Said Point Being The Northeast Corner Of Lot 6, As Per Kingswood Center, As Recorded In Map Book 28, Pages 1-2, And The **Point of Beginning**; Thence South 30°52'41" West, Along Said Northwesternly Existing Right Of Way Line, A Distance Of 200.00 Feet; Thence North 59°07'19" West, A Distance Of 25.50 Feet; Thence North 30°52'41" East, A Distance Of 10.00 Feet; Thence South 59°07'19" East, A Distance Of 15.50 Feet; Thence North 30°52'41" East, A Distance Of 180.00 Feet; Thence North 59°07'19" West, A Distance Of 15.50 Feet; Thence North 30°52'41" East, A Distance Of 10.00 Feet To The Southerly Existing Right Of Way Line Of Kingswood Drive (82 Foot Right Of Way, Per Map Book 28, Pages 1-2); Thence South 59°07'19" East, Along Said Southerly Existing Right Of Way Line, A Distance Of 25.50 Feet To The **Point of Beginning**.

Containing 2,310 Square Feet, More Or Less.

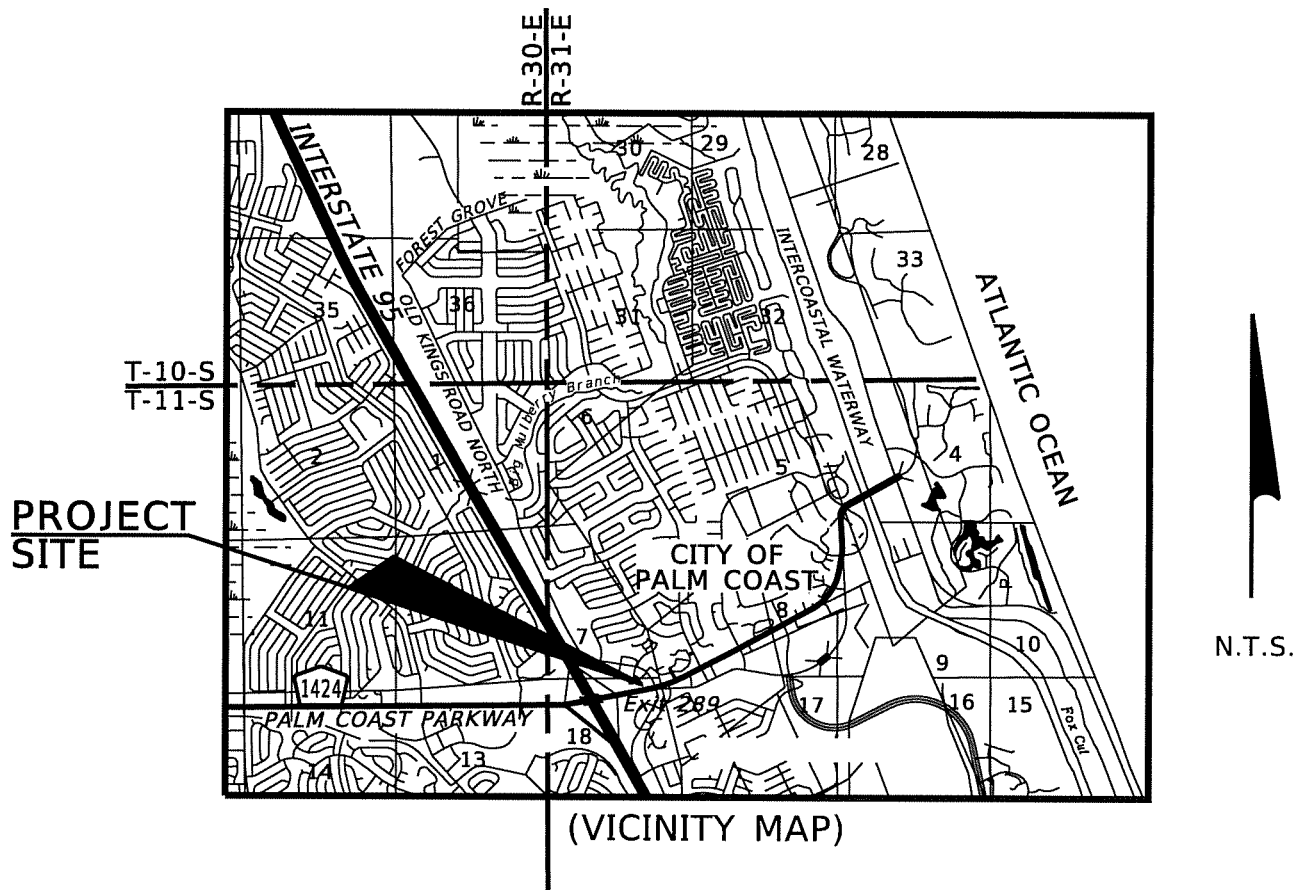
			CITY OF PALM COAST, FLORIDA				
			SKETCH AND DESCRIPTION - NOT A FIELD SURVEY				
			OLD KINGS ROAD NORTH - PARCELS 824 & PARCEL 924				
			FLAGLER COUNTY				
			BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648		DATA SOURCE: 13-0282.000
			DRAWN	K.SCHMISEK	04-17-17	SCALE: N/A	
REVISION	BY	DATE	CHECKED	C.FAUST	04-21-17	DRMP JOB NO. 13-0282.000	SHEET 4 OF 5

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS AND CONTAINED IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION

THIS SKETCH AND DESCRIPTION AND COPIES THEREOF ARE NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE AND ORIGINAL RAISED SEAL.

			CITY OF PALM COAST, FLORIDA				
			SKETCH AND DESCRIPTION - NOT A FIELD SURVEY				
			OLD KINGS ROAD NORTH - PARCELS 824 & PARCEL 924				
			FLAGLER COUNTY				
			BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648	DATA SOURCE: 13-0282.000	
			DRAWN	K.SCHMISEK	04-17-17	SCALE: N/A	
REVISION	BY	DATE	CHECKED	C.FAUST	04-21-17	DRMP JOB NO. 13-0282.000	SHEET 5 OF 5

SKETCH AND DESCRIPTION OLD KINGS ROAD NORTH SECTION 7 TOWNSHIP 11 SOUTH, RANGE 31 EAST PARCELS 102 & 802



1. THIS SKETCH IS NOT A BOUNDARY SURVEY.
2. THE SOLE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY ILLUSTRATE THE PROPOSED RIGHT OF WAY TAKE PARCEL.
3. THIS SKETCH IS BASED ON A SPECIFIC PURPOSE SURVEY BY DRMP, INC. DATED APRIL, 2015, PREPARED FOR THE CITY OF PALM COAST. THAT SURVEY IS BASED ON FLORIDA STATE PLANE COORDINATES, EAST ZONE, (NAD83-2011). THE COORDINATES WERE ESTABLISHED BY REAL TIME NETWORK OBSERVATIONS UTILIZING THE TRIMBLE VSR NOW NETWORK.
4. THE BEARINGS SHOWN HEREON ARE BASED ON THE SURVEY DESCRIBED ABOVE IN NOTE 3. A BEARING OF N 81°27'31" W ALONG THE MONUMENTED BASELINE OF OLD KINGS ROAD NORTH, BETWEEN P.T. STATION 111+46.72 AND P.C. STATION 125+85.62 AND ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, EAST ZONE, (NAD83-2011).
5. SEE SHEET 2 OF 6 FOR LEGEND; SEE SHEETS 4 & 5 OF 6 FOR DESCRIPTION AND SEE SHEET 6 OF 6 FOR SURVEYOR'S CERTIFICATION.

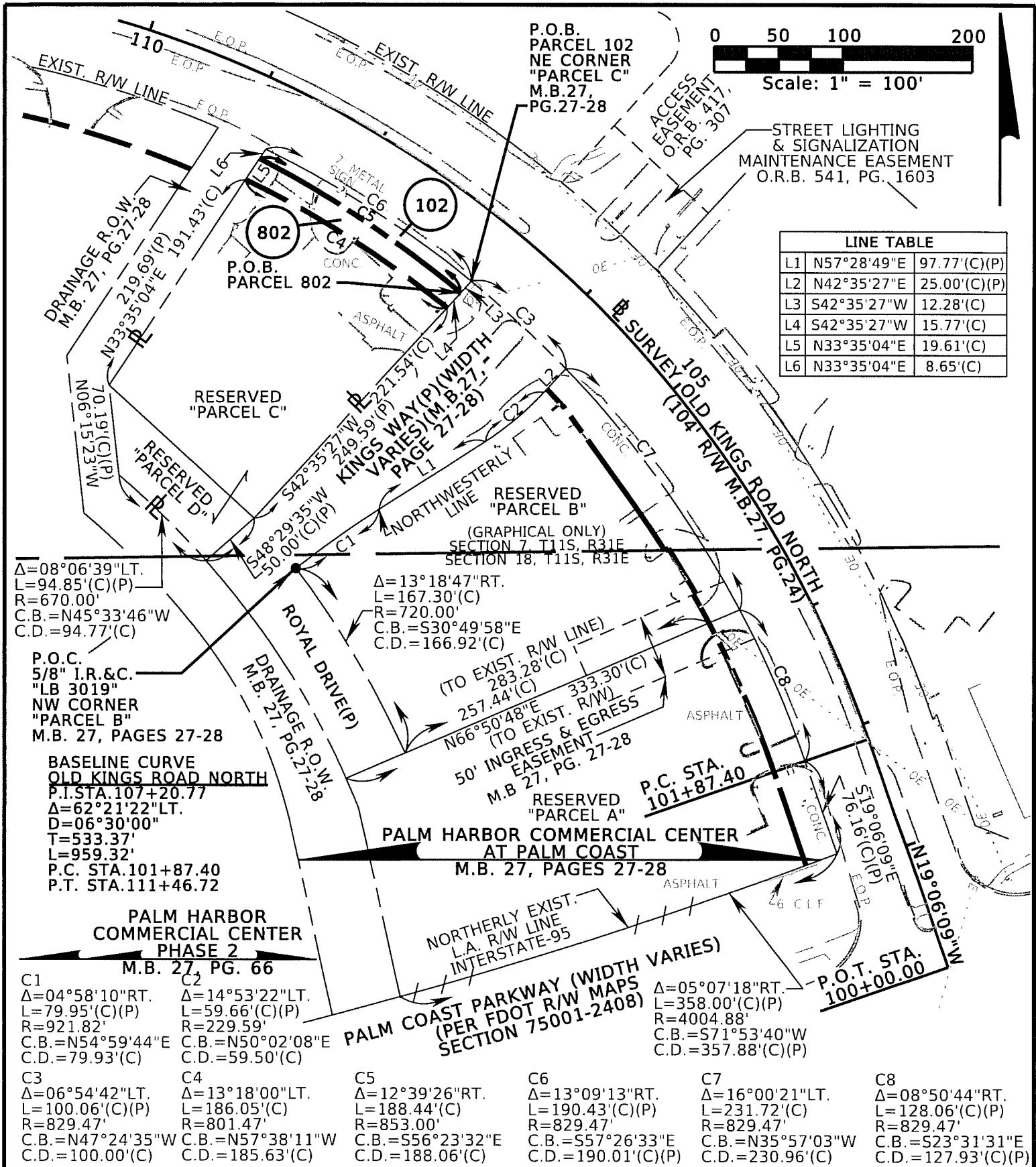
			CITY OF PALM COAST, FLORIDA		
			SKETCH AND DESCRIPTION - NOT A SURVEY		
			OLD KINGS ROAD NORTH - PARCELS 102 & 802		FLAGLER COUNTY
			BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 1-904-641-0123 LB#2648
			DRAWN	K.SCHMISEK	03-28-17
			CHECKED	C.FAUST	03-28-17
REVISION	BY	DATE	DRMP JOB NO. 13-0282.000		SECTION N/A
					SHEET 1 OF 6

LEGEND

ALUM. = ALUMINUM
 A.P. = ASPHALT PAVEMENT
 & = AND
 B = BASELINE
 (C) = CALCULATED
 C1 = CURVE DATA
 C.B. = CHORD BEARING
 C.D. = CHORD DISTANCE
 C.L.F. = CHAIN LINK FENCE
 C.M. = CONCRETE MONUMENT
 CONC. = CONCRETE
 COR. = CORNER
 C.C.R. = CERTIFIED CORNER RECORD
 C.R. = COUNTY ROAD
 Δ = DELTA
 D = DEGREE OF CURVE
 E: = EASTING
 E.O.P. = EDGE OF PAVEMENT
 EXIST. = EXISTING
 (F) = FIELD DATA
 F.P.L. = FLORIDA POWER & LIGHT
 F.D.O.T. = FLORIDA DEPARTMENT OF
 TRANSPORTATION
 FKA = FORMERLY KNOWN AS
 FND. = FOUND
 GOV. = GOVERNMENT
 INC. = INCORPORATED
 ID. = IDENTIFICATION
 I.R.&C. = IRON ROD & CAP
 L.B. = LICENSED (SURVEY) BUSINESS
 L.A. = LIMITED ACCESS
 L = ARC DISTANCE
 LT. = LEFT
 M.B. = MAP BOOK
 N: = NORTHING

N.A.D. = NORTH AMERICAN DATUM
 N.T.S. = NOT TO SCALE
 NO. = NUMBER
 O.R. = OFFICIAL RECORD
 O.R.B. = OFFICIAL RECORD BOOK
 (P) = PLAT
 P.B. = PLAT BOOK
 P.C. = POINT OF CURVATURE
 P.E. = PERPETUAL EASEMENT
 PG. = PAGE
 PGS. = PAGES
 P.K. = "PARKER-KALON" BRAND
 P. = PROPERTY LINE
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 P.S.M. = PROFESSIONAL SURVEYOR
 AND MAPPER
 P.T. = POINT OF TANGENCY
 R = RANGE/RADIUS
 R/W = RIGHT OF WAY
 R.O.W. = RIGHT OF WAY
 RT. = RIGHT
 SEC. = SECTION
 S.R. = STATE ROAD
 STA. = STATION
 T = TOWNSHIP/TANGENT
 W/ = WITH

				CITY OF PALM COAST, FLORIDA	
				SKETCH AND DESCRIPTION - NOT A FIELD SURVEY	
				OLD KINGS ROAD NORTH - PARCELS 102 & 802	
				FLAGLER COUNTY	
		BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648	DATA SOURCE: 13-0282.000
		DRAWN	K.SCHMISEK	03-28-17	SCALE: N/A
REVISION	BY	DATE	CHECKED	C.FAUST	03-28-17
				DRMP JOB NO. 13-0282.000	SECTION N/A
				SHEET 2 OF 6	



CITY OF PALM COAST, FLORIDA			
SKETCH AND DESCRIPTION - NOT A FIELD SURVEY			
OLD KINGS ROAD NORTH - PARCELS 102 & 802			FLAGLER COUNTY
BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648	DATA SOURCE: 13-0282.000
DRAWN	K.SCHMISEK	03-28-17	SCALE: 1"=100'
CHECKED	C.FAUST	03-28-17	DRMP JOB NO. 13-0282.000
REVISION	BY	DATE	SECTION N/A
			SHEET 3 OF 6

Parcel 102
Fee Simple Take
Old Kings Road North
Palm Coast, Florida

A Part Of Reserved Parcel "C", As Per Palm Harbor Commercial Center At Palm Coast, As Recorded In Map Book 27, Pages 27-28 Of The Public Records Of Flagler County, Florida, And Being Located In Section 7, Township 11 South, Range 31 East, Flagler County, Florida, Being More Particularly Described As Follows:

Commence At A 5/8" Iron Rod With Cap, "LB 3019", Marking The Northwest Corner Of Reserved Parcel "B", As Per Palm Harbor Commercial Center At Palm Coast, As Recorded In Map Book 27, Pages 27-28 Of The Public Records Of Flagler County, Florida, Being Located In Section 7, Township 11 South, Range 31 East, Flagler County, Florida; Being On A Curve To The Right, Having A Radius Of 921.82 Feet; Thence Northeasterly Along The Northwestern Line Of Said Reserved Parcel "B" And Curve, Through An Angle Of 04°58'10", An Arc Distance Of 79.95 Feet And A Chord Bearing And Distance Of North 54°59'44" East, 79.93 Feet To The Point Of Tangency; Thence North 57°28'49" East, Continuing Along Said Northwestern Line, A Distance Of 97.77 Feet To The Point Of Curvature Of A Curve To The Left, Having A Radius Of 229.59 Feet; Thence Along Said Curve And Northwestern Line, Through An Angle Of 14°53'22", An Arc Distance Of 59.66 Feet And A Chord Bearing And Distance Of North 50°02'08" East, 59.50 Feet To The Point Of Tangency; Thence North 42°35'27" East, Continuing Along Said Northwestern Line, A Distance Of 25.00 Feet To The Southwesterly Existing Right Of Way Line Of Old Kings Road North, (A 104 Foot Right Of Way, As Per Map Book 27, Page 24, Of The Public Records Of Flagler County, Florida); Being On A Non-Tangent Curve To The Left, Having A Radius Of 829.47 Feet; Thence Northwestern Crossing Kings Way (R/W Varies, Per Map Book 27, Pages 27-28) And Along Said Southwesterly Existing Right Of Way Line And Curve, Through An Angle Of 06°54'42", An Arc Distance Of 100.06 Feet And A Chord Bearing And Distance Of North 47°24'35" West, 100.00 Feet To The Northeast Corner Of Reserved Parcel "C" As Per Said Map Book 27, Pages 27-28 And The **Point Of Beginning**; Thence South 42°35'27" West, Along The Southeasterly Line Of Said Reserved Parcel "C", A Distance Of 12.28 Feet To A Non-Tangent Curve To The Left, Having A Radius Of 853.00 Feet; Thence Northwestern Along Said Curve, Through An Angle Of 12°39'26", An Arc Distance Of 188.44 Feet And A Chord Bearing And Distance Of North 56°23'32" West, 188.06 Feet To The Northwestern Line Of Said Reserved Parcel "C"; Thence North 33°35'04" East, Along Said Northwestern Line, A Distance Of 8.65 Feet To Said Southwesterly Existing Right Of Way Line Of Old Kings Road North; Being A Non-Tangent Curve To The Right, Having A Radius Of 829.47 Feet; Thence Southeasterly Along Said Southwesterly Existing Right Of Way Line And Curve, Through An Angle Of 13°09'13", An Arc Distance Of 190.43 Feet And A Chord Bearing And Distance Of South 57°26'33" East, 190.01 Feet To The **Point Of Beginning**.

Containing 2,001 Square Feet, More Or Less.

			CITY OF PALM COAST, FLORIDA				
			SKETCH AND DESCRIPTION - NOT A FIELD SURVEY				
			OLD KINGS ROAD NORTH - PARCELS 102 & 802				FLAGLER COUNTY
			BY	DATE	PREPARED BY: DRMP, INC 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648	DATA SOURCE: 13-0282.000	
			DRAWN	K.SCHMISEK		SCALE: N/A	
			CHECKED	C.FAUST	03-28-17	DRMP JOB NO. 13-0282.000	SECTION N/A
REVISION	BY	DATE	SHEET 4 OF 6				

**Parcel 802
Perpetual Easement
Old Kings Road North
Palm Coast, Florida**

A Part Of Reserved Parcel "C", As Per Palm Harbor Commercial Center At Palm Coast, As Recorded In Map Book 27, Pages 27-28 Of The Public Records Of Flagler County, Florida, And Being Located In Section 7, Township 11 South, Range 31 East, Flagler County, Florida, Being More Particularly Described As Follows:

Commence At A 5/8" Iron Rod With Cap, "LB 3019", Marking The Northwest Corner Of Reserved Parcel "B", As Per Palm Harbor Commercial Center At Palm Coast, As Recorded In Map Book 27, Pages 27-28 Of The Public Records Of Flagler County, Florida, Being Located In Section 7, Township 11 South, Range 31 East, Flagler County, Florida; Being On A Curve To The Right, Having A Radius Of 921.82 Feet; Thence Northeasterly Along The Northwesterly Line Of Said Reserved Parcel "B" And Curve, Through An Angle Of 04°58'10", An Arc Distance Of 79.95 Feet And A Chord Bearing And Distance Of North 54°59'44" East, 79.93 Feet To The Point Of Tangency; Thence North 57°28'49" East, Continuing Along Said Northwesterly Line, A Distance Of 97.77 Feet To The Point Of Curvature Of A Curve To The Left, Having A Radius Of 229.59 Feet; Thence Along Said Curve And Northwesterly Line, Through An Angle Of 14°53'22", An Arc Distance Of 59.66 Feet And A Chord Bearing And Distance Of North 50°02'08" East, 59.50 Feet To The Point Of Tangency; Thence North 42°35'27" East, Continuing Along Said Northwesterly Line, A Distance Of 25.00 Feet To The Southwesterly Existing Right Of Way Line Of Old Kings Road North, (A 104 Foot Right Of Way, As Per Map Book 27, Page 24, Of The Public Records Of Flagler County, Florida); Being On A Non-Tangent Curve To The Left, Having A Radius Of 829.47 Feet; Thence Northwesterly Crossing Kings Way (R/W Varies, Per Map Book 27, Pages 27-28) And Along Said Southwesterly Existing Right Of Way Line And Curve, Through An Angle Of 06°54'42", An Arc Distance Of 100.06 Feet And A Chord Bearing And Distance Of North 47°24'35" West, 100.00 Feet To The Northeast Corner Of Reserved Parcel "C" As Per Said Map Book 27, Pages 27-28; Thence South 42°35'27" West, Along The Southeasterly Line Of Said Reserved Parcel "C", A Distance Of 12.28 Feet To The **Point Of Beginning**; Thence South 42°35'27" West, Continue Along Said Southeasterly Line Of Said Reserved Parcel "C", A Distance Of 15.77 Feet To A Non-Tangent Curve To The Left, Having A Radius Of 801.47 Feet; Thence Northwesterly Along Said Curve, Through An Angle Of 13°18'00", An Arc Distance Of 186.05 Feet And A Chord Bearing And Distance Of North 57°38'11" West, 185.63 Feet To The Northwesterly Line Of Said Reserved Parcel "C"; Thence North 33°35'04" East, Along Said Northwesterly Line, A Distance Of 19.61 Feet To A Non-Tangent Curve To The Right, Having A Radius Of 853.00 Feet; Thence Southeasterly Along Said Curve, Through An Angle Of 12°39'26", An Arc Distance Of 188.44 Feet And A Chord Bearing And Distance Of South 56°23'32" East, 188.06 Feet To The **Point Of Beginning**.

Containing 3,269 Square Feet, More Or Less.

			CITY OF PALM COAST, FLORIDA					
			SKETCH AND DESCRIPTION - NOT A FIELD SURVEY					
			OLD KINGS ROAD NORTH - PARCELS 102 & 802				FLAGLER COUNTY	
				BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648	DATA SOURCE: 13-0282.000	
			DRAWN	K.SCHMISEK	03-28-17	SCALE: N/A		
REVISION	BY	DATE	CHECKED	C.FAUST	03-28-17	DRMP JOB NO. 13-0282.000		SHEET 5 OF 6

SURVEYOR'S CERTIFICATION:

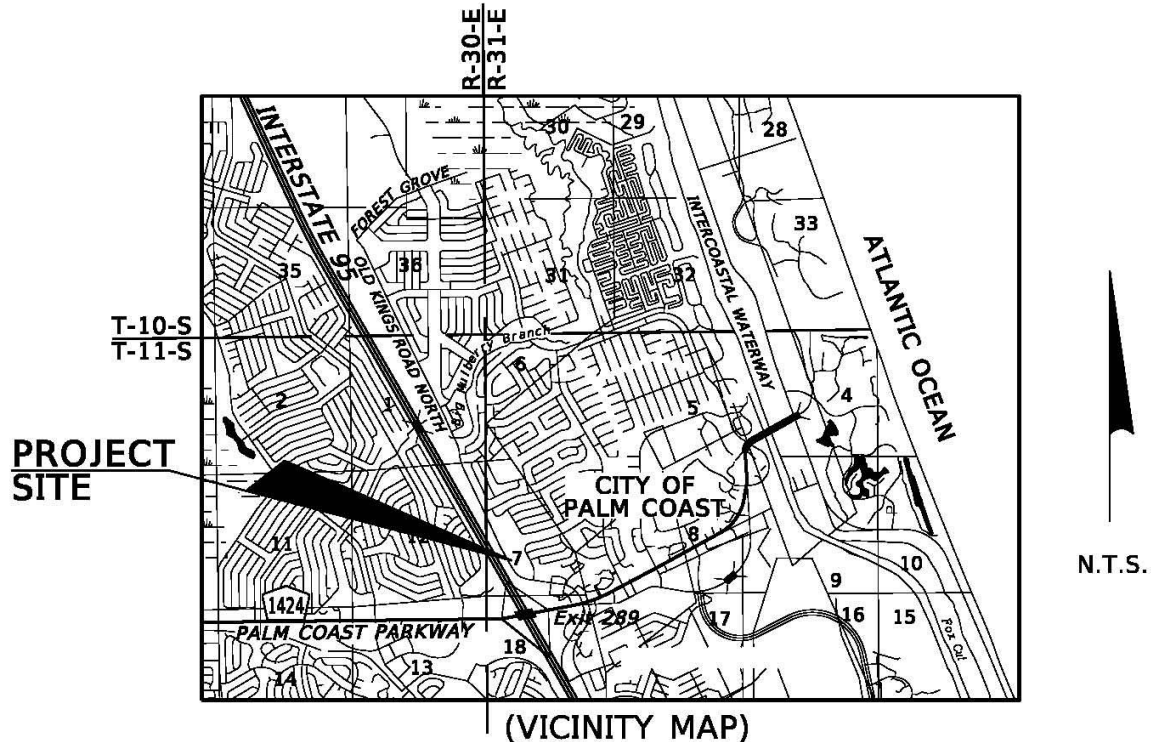
I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS AND CONTAINED IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION

CLYDE WILLIAM FAUST, III, P.S.M. DATE
FLORIDA PROFESSIONAL LAND SURVEYOR AND MAPPER No. 6600

THIS SKETCH AND DESCRIPTION AND COPIES THEREOF ARE NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE AND ORIGINAL RAISED SEAL.

			CITY OF PALM COAST, FLORIDA					
			SKETCH AND DESCRIPTION - NOT A FIELD SURVEY					
			OLD KINGS ROAD NORTH - PARCELS 102 & 802				FLAGLER COUNTY	
				BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648	DATA SOURCE: 13-0282.000	
			DRAWN	K.SCHMISEK	03-28-17	SCALE: N/A		
REVISION	BY	DATE	CHECKED	C.FAUST	03-28-17	DRMP JOB NO. 13-0282.000		SECTION N/A
						SHEET 6 OF 6		

SKETCH AND DESCRIPTION OLD KINGS ROAD NORTH SECTION 7 TOWNSHIP 11 SOUTH, RANGE 31 EAST PARCEL 809



1. THIS SKETCH IS NOT A BOUNDARY SURVEY.
2. THE SOLE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY ILLUSTRATE THE PROPOSED PERPETUAL EASEMENT.
3. THIS SKETCH IS BASED ON A SPECIFIC PURPOSE SURVEY BY DRMP, INC. DATED APRIL, 2015, PREPARED FOR THE CITY OF PALM COAST. THAT SURVEY IS BASED ON FLORIDA STATE PLANE COORDINATES, EAST ZONE, (NAD83-2011). THE COORDINATES WERE ESTABLISHED BY REAL TIME NETWORK OBSERVATIONS UTILIZING THE TRIMBLE VSR NOW NETWORK.
4. THE BEARINGS SHOWN HEREON ARE BASED ON THE SURVEY DESCRIBED ABOVE IN NOTE 3. A BEARING OF N 81°27'31" W ALONG THE MONUMENTED BASELINE OF OLD KINGS ROAD NORTH, BETWEEN P.T. STATION 111+46.72 AND P.C. STATION 125+85.62 AND ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, EAST ZONE, (NAD83-2011).
5. SEE SHEET 2 OF 5 FOR LEGEND; SEE SHEET 4 OF 5 FOR DESCRIPTION AND SEE SHEET 5 OF 5 FOR SURVEYOR'S CERTIFICATION.

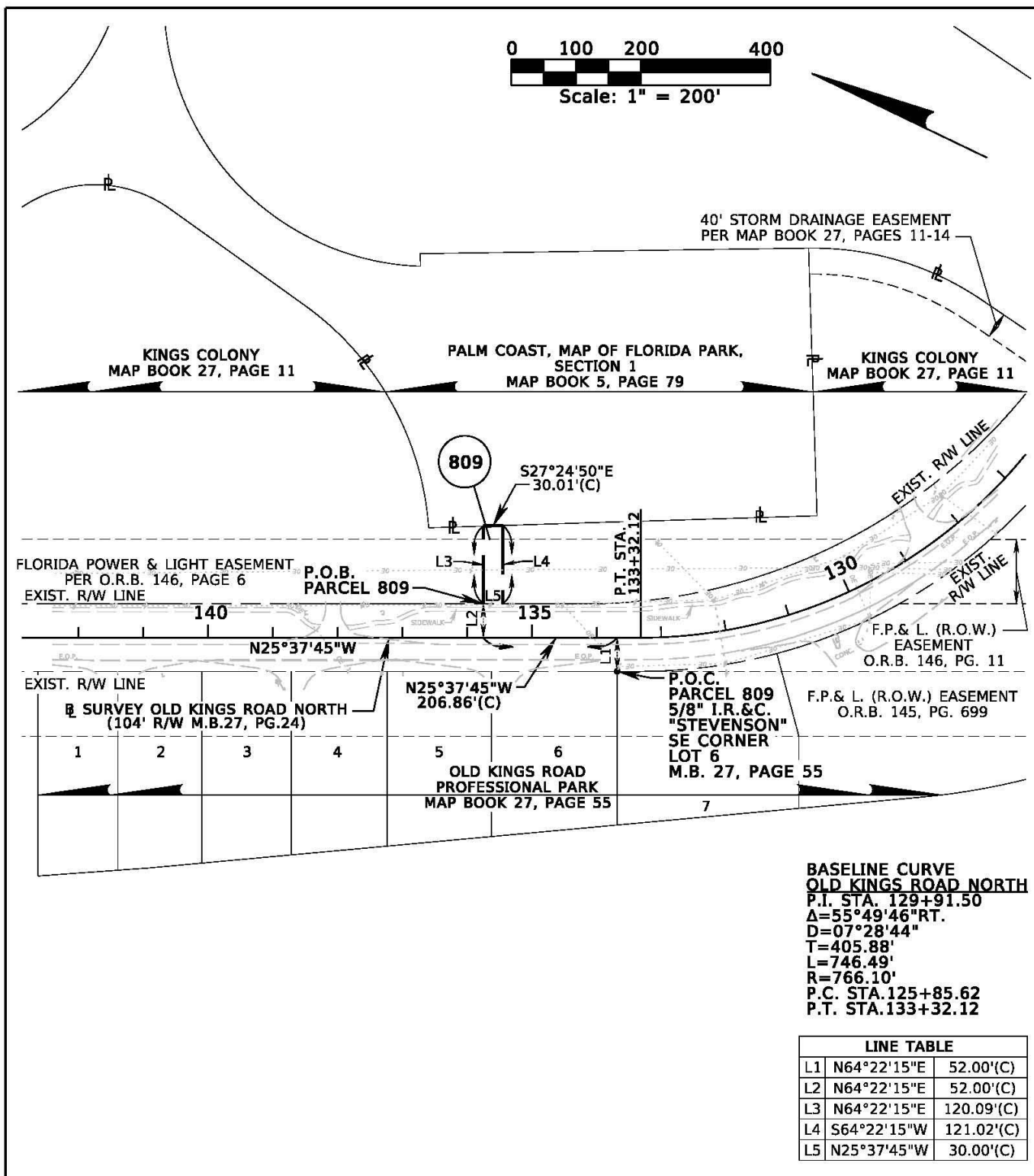
			CITY OF PALM COAST, FLORIDA			
			SKETCH AND DESCRIPTION - NOT A SURVEY			
			OLD KINGS ROAD NORTH - PARCEL 809			FLAGLER COUNTY
			BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 1-904-641-0123 LB#2648	DATA SOURCE: SCALE: N/A
			DRAWN	K.SCHMISEK	06-06-16	
REVISION	BY	DATE	CHECKED	C.FAUST	08-19-16	DRMP JOB NO. 13-0282.000 SECTION N/A
						SHEET 1 OF 5

LEGEND

ALUM. = ALUMINUM
 A.P. = ASPHALT PAVEMENT
 & = AND
 B = BASELINE
 (C) = CALCULATED
 C1 = CURVE DATA
 C.B. = CHORD BEARING
 C.D. = CHORD DISTANCE
 C.L.F. = CHAIN LINK FENCE
 C.M. = CONCRETE MONUMENT
 CONC. = CONCRETE
 COR. = CORNER
 C.C.R. = CERTIFIED CORNER RECORD
 C.R. = COUNTY ROAD
 Δ = DELTA
 D = DEGREE OF CURVE
 E: = EASTING
 E.O.P. = EDGE OF PAVEMENT
 EXIST. = EXISTING
 (F) = FIELD DATA
 F.P.L. = FLORIDA POWER & LIGHT
 F.D.O.T. = FLORIDA DEPARTMENT OF
 TRANSPORTATION
 FKA = FORMERLY KNOWN AS
 FND. = FOUND
 GOV. = GOVERNMENT
 INC. = INCORPORATED
 ID. = IDENTIFICATION
 I.R.&C. = IRON ROD & CAP
 L.B. = LICENSED (SURVEY) BUSINESS
 L.A. = LIMITED ACCESS
 L = ARC DISTANCE
 LT. = LEFT
 M.B. = MAP BOOK
 N: = NOTHING

N.A.D. = NORTH AMERICAN DATUM
 N.T.S. = NOT TO SCALE
 NO. = NUMBER
 O.R. = OFFICIAL RECORD
 O.R.B. = OFFICIAL RECORD BOOK
 (P) = PLAT
 P.B. = PLAT BOOK
 P.C. = POINT OF CURVATURE
 P.E. = PERPETUAL EASEMENT
 PG. = PAGE
 PGS. = PAGES
 P.K. = "PARKER-KALON" BRAND
 P. = PROPERTY LINE
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 P.S.M. = PROFESSIONAL SURVEYOR
 AND MAPPER
 P.T. = POINT OF TANGENCY
 R = RANGE/RADIUS
 R/W = RIGHT OF WAY
 R.O.W. = RIGHT OF WAY
 RT. = RIGHT
 SEC. = SECTION
 S.R. = STATE ROAD
 STA. = STATION
 T = TOWNSHIP/TANGENT
 W/ = WITH

			CITY OF PALM COAST, FLORIDA			
			SKETCH AND DESCRIPTION - NOT A FIELD SURVEY			
			OLD KINGS ROAD NORTH - PARCEL 809			FLAGLER COUNTY
				BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648
						DATA SOURCE: 13-0282.000 SCALE: N/A
			DRAWN	K.SCHMISEK	06-06-16	
REVISION	BY	DATE	CHECKED	C.FAUST	08-19-16	DRMP JOB NO. 13-0282.000 SECTION N/A SHEET 2 OF 5



			CITY OF PALM COAST, FLORIDA			
			SKETCH AND DESCRIPTION - NOT A FIELD SURVEY			
			OLD KINGS ROAD NORTH - PARCEL 809			FLAGLER COUNTY
			BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648	DATA SOURCE: 13-0282.000 SCALE: 1"=200'
			DRAWN	K.SCHMISEK	06-06-16	
REVISION	BY	DATE	CHECKED	C.FAUST	08-19-16	DRMP JOB NO. 13-0282.000 SECTION N/A SHEET 3 OF 5

Parcel 809
Perpetual Easement
Old Kings Road North
Palm Coast, Florida

A Part Of Kings Colony, As Recorded In Map Book 27, Page 11 Of The Public Records Of Flagler County, Florida, And Being Located In Section 7, Township 11 South, Range 31 East, Flagler County, Florida, Being More Particularly Described As Follows:

Commence At A 5/8" Iron Rod With Cap, "STEVENSON", Marking The Southeast Corner Of Lot 6, As Per Old Kings Road Professional Park, Map Book 27, Page 55 Of The Public Records Of Flagler County, Florida; Being On The Southwesterly Existing Right Of Way Line Of Old Kings Road North (A 104 Foot Right Of Way, As Per Map Book 27, Page 24, Of Said Public Records); Thence North 64°22'15" East, A Distance Of 52.00 Feet To The Baseline Of Survey Of Said Old Kings Road North; Thence North 25°37'45" West, Along Said Baseline Of Survey, A Distance Of 206.86 Feet; Thence North 64°22'15" East, A Distance Of 52.00 Feet To The Northeasterly Existing Right Of Way Line Of Said Of Old Kings Road North, And The **Point Of Beginning**; Thence Continue North 64°22'15" East, A Distance Of 120.09 Feet To The Westerly Line Of Palm Coast Map Of Florida Park, Section 1, As Recorded In Map Book 5, Page 79 Of The Public Records Of Flagler County; Thence South 27°24'50" East, Along Said Westerly Line, A Distance Of 30.01 Feet; Thence South 64°22'15" West, A Distance Of 121.02 Feet To The Aforesaid Northeasterly Existing Right Of Way Line Of Old Kings Road North; Thence North 25°37'45" West, Along Said Northeasterly Existing Right Of Way Line, A Distance Of 30.00 Feet To The **Point Of Beginning**.

Containing 3,617 Square Feet, More Or Less.

			CITY OF PALM COAST, FLORIDA			
			SKETCH AND DESCRIPTION - NOT A FIELD SURVEY			
			OLD KINGS ROAD NORTH - PARCEL 809			FLAGLER COUNTY
			BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648	DATA SOURCE: 13-0282.000
			DRAWN	K.SCHMISEK	06-06-16	SCALE: N/A
REVISION	BY	DATE	CHECKED	C.FAUST	08-19-16	DRMP JOB NO. 13-0282.000 SECTION N/A SHEET 4 OF 5

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS AND CONTAINED IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION

THIS SKETCH AND DESCRIPTION AND COPIES THEREOF ARE NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE AND ORIGINAL RAISED SEAL.

Parcel 809; OKR, Palm Coast

City of Palm Coast, Florida

Agenda Item

Agenda Date: June 12, 2018

Department	UTILITY	Amount	\$92,779.53
Item Key	3638	Account	# 54029082 063000 85003
Subject	RESOLUTION 2018-XX APPROVING MASTER PRICE AGREEMENT WITH BIOREM ENVIRONMENTAL, INC. FOR PURCHASE OF BIOFILTRATION ODOR CONTROL UNITS		
Background : The Wastewater Collection Department is seeking to purchase three Biofiltration units to be placed at Pump Station 58-1 Sesame and 59-1 Sea Trail with the third unit to be in reserve for future needs. The units are placed in locations to eliminate odors that may be a nuisance to residents. Installation will be completed by City staff. City staff advertised and solicited a request for proposals for biofiltration units in accordance with the City's Purchasing Policy. One (1) response was received and were found to be responsive and responsible. City staff recommends a contract with the top-ranked proposer, Biorem Environmental, Inc. for three (3) Biocube Model PP-150 odor controls at a cost of \$30,926.51 per unit, for a total contract award of \$92,779.53. The notice of intent to award and project bid overview are attached.			
SOURCE OF FUNDS WORKSHEET FY 2018			
LIFT STATION REPLACEMENT (54029082-063000-85003)			\$2,130,000.00
Total Expended/Encumbered to Date			\$ 605,754.79
Pending Work Orders/Contracts			\$
Current Work Order			\$ 92,779.53
Balance			\$ 1,431,465.68
Recommended Action : Adopt Resolution 2018-XX approving the Master Price Agreement with Biorem Environmental, Inc. for purchase of biofiltration odor control units.			

RESOLUTION 2018-____
BIOREM BIOCUBE PP-150 BIOFILTRATION UNITS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A PRICE AGREEMENT FOR THE PURCHASE OF THREE (3) BIOREM BIOCUBE PP-150 BIOFILTRATION ODOR CONTROL UNITS FROM BIOREM ENVIRONMENTAL; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Biorem Environmental has expressed a desire to provide three (3) Biorem Biocube PP-150 Biofiltration odor control units to the City of Palm Coast; and

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

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

SECTION 1. APPROVAL OF MASTER PRICE AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Master Price Agreement relating to the purchase three (3) Biorem Biocube PP-150 Biofiltration Units, from Biorem Environmental, which is attached hereto and incorporated herein by reference as Exhibit "A."

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

SECTION 3. SEVERABILITY. 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 19th day of June 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

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

Attachment:

Exhibit "A" – Intent to Award/Price Agreement with Biorem Environmental



Administrative Services & Economic Development
Central Services Division

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

NOTICE OF INTENT TO AWARD

Project: RFP-UT-18-47 Biofiltration System

Date: May 23, 2018

Appeal Deadline: Appeals must be Filed by 5:00 PM on May 25, 2018

Firm	Points
Biorem Environmental Guelph, Ontario Canada	95

The intent of the City of Palm Coast is to award RFP-UT-18-47 to Biorem Environmental

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

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

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



please recycle

palmcoastgov.com



RFP-UT-18-47 - Biofiltration System

Project Overview

Project Details	
Reference ID	RFP-UT-18-47
Project Name	Biofiltration System
Project Owner	Kelly Downey
Project Type	RFP
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Request for Proposal is issued for the purpose to solicit proposals from qualified vendors for the purchase of a pre-engineered, modular Biofiltration System.
Open Date	May 02, 2018 8:00 AM EDT
Close Date	May 17, 2018 2:00 PM EDT

Awarded Suppliers	Reason	Score
Biorem		95 pts

Seal status



Requested Information	Unsealed on	Unsealed by
Forms 1, 2, 3, and 4	May 17, 2018 2:01 PM EDT	Kelly Downey
Proposal	May 17, 2018 2:01 PM EDT	Kelly Downey

Conflict of Interest

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

Name	Date Signed	Has a Conflict of Interest?
Kelly Downey	May 17, 2018 2:02 PM EDT	No
Danny Ashburn	May 22, 2018 1:27 PM EDT	No



Project Criteria

Criteria	Points	Description
Proposal Forms 1, 2, 3, and 4	Pass/Fail	Proposal Forms
Table of Contents	Pass/Fail	Table of Contents
System Description and Specifications	30 pts	System Description and Specifications: a) Description of System b) Modular Biofilter specifications c) Humidification Equipment specifications d) Moisture Separator specifications e) Blower or Fan specifications f) Control details
Quality Assurance, Training and Field Support	25 pts	Quality Assurance, Training and Field Support: a) Quality Assurance b) Inspections for Biofilter System c) City employee training d). Field Support
Service and Warranty	25 pts	Service and Warranty
Proposal Cost	20 pts	Proposal Cost
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Proposal Forms 1, 2, 3, and 4	Table of Contents	System Description and Specifications	Quality Assurance, Training and Field Support
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	/ 30 pts	/ 25 pts
Biorem	95 pts	Pass	Fail	30 pts	20 pts

	Service and Warranty	Proposal Cost
Supplier	/ 25 pts	/ 20 pts
Biorem	25 pts	20 pts

City of Palm Coast, Florida

Agenda Item

Agenda Date : 06/12/2018

Department	CITY CLERK	Amount
Item Key	3695	Account
		#
Subject	RESOLUTION 2018-XX APPROVING A CONTRACT WITH THE FLORIDA DEPARTMENT OF CORRECTIONS FOR AN ADDITIONAL INMATE LABOR WORK CREW	
Background : The Public Works Streets and Drainage Division is responsible for the maintenance of roadways, swales and drainage ditches throughout the City of Palm Coast. Since January 2008, the Streets and Drainage Division has used an inmate labor crew of eight people provided through the Florida Department of Corrections to assist with the manual labor necessary to maintain a high level of service to the citizens of Palm Coast. Our experience with these crews has been nothing but positive. They accomplish a great deal of work at very little cost to the City. While they are directly supervised by the officers from Tomoka Correctional Institute, they often work side-by-side with City crews. They have proven to be very effective with the drainage ditch clearing, roadside maintenance and other tasks. Staff is requesting approval of a one year contract for a third inmate labor crew with the Florida Department of Corrections at the total cost of \$65,122.00. This Contract shall become effective upon the establishment of the Correctional Work Squad Officer position referenced in Section II., B., 1, a. of the contract.		
SOURCE OF FUNDS WORKSHEET PROPOSED BUDGET FY 2017-1018		
10015011-034000 Streets & Drainage Contractual Services		\$ 257,000.00
Total Expenses/Encumbered to date		\$ 177,541.52
Pending Work Orders/Contracts		\$ 0.00
Current Contract		\$ 65,122.00
Balance		\$ 14,336.48
Recommended Action : Adopt Resolution 2018-XX approving a contract with the Florida Department of Corrections for an additional inmate labor work crew.		

RESOLUTION 2018-_____
ADDITIONAL INMATE LABOR WORK CREW

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE CONTRACT WITH THE FLORIDA DEPARTMENT OF CORRECTIONS FOR AN ADDITIONAL INMATE LABOR WORK CREWS WITHIN THE CITY OF PALM COAST; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Corrections has expressed a desire to provide to the City of Palm Coast the use of inmate labor work crews within the City of Palm Coast; and

WHEREAS, Section 944.10(7) and Section 946.40, *Florida Statutes*, and Rules 33-601.201 and 33-601.202, *Florida Administrative Code*, provide for the use of inmate labor in work programs; and

WHEREAS, the City has been advised that the inmate labor crews will be providing services and performing work under the supervision of the Florida Department of Corrections' staff; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with the Florida Department of Corrections for the use of additional inmate labor work crews.

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 Palm Coast hereby approves the terms and conditions of the contract with the Florida Department of Corrections, 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 19th day of June, 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

William E. Reischmann, Jr., Esq.

Attachment – Exhibit A –Florida Department of Corrections Contract

CONTRACT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
CITY OF PALM COAST

This Contract is between the Florida Department of Corrections ("Department") and the City of Palm Coast ("Agency"), which are the parties hereto.

WITNESSETH

WHEREAS, Sections 944.10(7) and 946.40, Florida Statutes (F.S.), and Rules 33-601.201 and 33-601.202, Florida Administrative Code (F.A.C.), provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff;

WHEREAS, the City of Palm Coast is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

A. Contract Term

This Contract shall become effective upon the establishment of the Correctional Work Squad Officer position referenced in Section II., B., 1., a.

This Contract shall end at midnight one (1) year from the effective date of this Contract.

B. Contract Renewal

This Contract may be renewed for up to a three (3) year period, in whole or part, after the initial Contract period, and upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department. The decision to exercise the option to renew should be made no later than 60 calendar days prior to the Contract expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.

2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

- a. Pursuant to Rule 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position to supervise an inmate work squad. This Contract provides for one (1) work squad of up to eight (8) inmates.
- b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) business days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicle furnished by the Agency. Unless otherwise specified, the Agency shall maintain physical custody of all Agency trailers and all tools, equipment, supplies, materials, and personal work items (gloves, boots, hard hats, etc.) furnished to the Department by the Agency. The Agency is responsible for the maintenance of all furnished equipment.
- d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with **Addendum A**. Once the Agency reimburses the Department for the costs reflected on **Addendum A**, Section II., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.
- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.

- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
- j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.
- k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
- l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
- m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.

2. Responsibilities of the Agency

- a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
- b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
- c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.
- d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools, and equipment belonging to the Agency.
- e. The Agency shall provide vehicles for transportation of the work squads and is responsible for the maintenance of said vehicle.

3. Communications Equipment

It is the intent of this Contract that the work squad maintains communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Department's Contract Manager, in writing, prior to assignment of the work squad. Depending upon the method of communication provided, the

Department's Contract Manager may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department, at no cost to the Agency, upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Office of Institutions to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency, that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency, that are or that will be programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the Correctional Work Squad Officer as either a primary or secondary means of communication as approved by the Department's Contract Manager. The Department's Contract Manager shall designate whether the usage of a cellular phone is required on **Addendum A**. The cellular phone will be retained by the Department and, upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Department's Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract, and

shall notify the Agency if a trailer is necessary. The Department's Contract Manager shall designate whether the usage of an enclosed trailer is required on **Addendum A**.

If a trailer is required, it will be provided by the Agency at no cost to the Department. If the Department is to maintain control of the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. The Department shall maintain an inventory of all property, expendable and non-expendable, which is in the custody and control of the Department. Upon the end or termination of this Contract, the trailer and any non-expendable items will be returned to the Agency.

III. COMPENSATION

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By The Agency**, as delineated in Section IV., of **Addendum A**, shall be due and payable upon execution of the Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the work squad.
2. **Total Costs To Be Billed To The Agency By Contract**, as delineated in Section VI., of **Addendum A**, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20th day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th day of the last month of the preceding Contract quarter.
3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) business days, the next or subsequent billing will be adjusted by the Department for services not provided.
4. The Agency shall insure any vehicles owned by the Agency used under this Contract.
5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in **Addendum A**, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Florida Department of Corrections
Bureau of Finance and Accounting
Attn: Professional Accountant Supervisor
Centerville Station
Call Box 13600
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address, and phone number of the Agency's official representative to whom invoices shall be submitted is:

Renee Shevlin, Chief Operator
City of Palm Coast
1 Wellfield Grade
Palm Coast, Florida 32137
Telephone: (386) 956-4781
Fax: (386) 446-67458
Email: rshelvin@ci.palm-coast.fl.us

IV. **CONTRACT MANAGEMENT**

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, addresses, and phone numbers as indicated, as the Department's Contract Manager and the Department's Contract Administrator for the Project.

A. Department's Contract Manager

The Field Office Manager of Tomoka Correctional Institution represented in this Contract is designated as the Department's Contract Manager and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The title, address, and telephone number of the Department's Contract Manager for this Contract is:

Field Office Manager
Tomoka Correctional Institution
3950 Tiger Bay Road
Daytona Beach, Florida 32124
Telephone: (386) 254-2673
Email: Donna.Wilkins@fdc.myflorida.com

B. Department's Contract Administrator

The Department's Contract Administrator is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Department's Contract Manager.

The title, address, and telephone number of the Department's Contract Administrator for this Contract is:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

C. Agency's Representative

The name, address, and telephone number of the representative of the Agency is:

Jim Landon, City Manager
City of Palm Coast
160 Cypress Point Pkwy, Suite B-106
Palm Coast, Florida 32164
Telephone: (386) 986-3700
Fax: (386) 446-6758
Email: jlandon@palmcoastgov.com

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered, in writing, to the other party and said notification attached to originals of this Contract.

V. CONTRACT MODIFICATIONS

Modifications to provisions of this Contract shall only be valid when they have been rendered, in writing, and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations, or increases/decreases in allocations make changes to this Contract necessary.

VI. TERMINATION/CANCELLATION

Termination at Will

This Contract may be terminated by either party upon no less than 30 calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of last day worked.

VII. CONDITIONS

A. Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, F.S., made or received by the Agency in conjunction with this Contract. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in **Addendum A** and in Section III., COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Department's Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Assistant Deputy Secretary of Institutions. The Department's Assistant Deputy Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency, the Department's Contract Administrator, and the Department's Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV., CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and, in writing, will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

H. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Department's Contract Manager, or designee.

I. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

J. Sovereign Immunity

The Agency and the Department are state agencies or political subdivisions as defined in Section 768.28, F.S., and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further,

nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Contract.

K. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Agency may be declared ineligible for further Contracts.

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Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF PALM COAST

SIGNED
BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEIN: _____

FLORIDA DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED
BY: _____

NAME: Kasey B. Faulk

TITLE: Chief, Bureau of Procurement

DATE: _____

SIGNED
BY: _____

NAME: Kenneth S. Steely

TITLE: General Counsel

DATE: _____

Addendum A
Inmate Work Squad Detail of Costs for City of Palm Coast
Interagency Contract Number W1141 Effective Upon Position Establishment

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

**I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES
TO BE REIMBURSED BY THE AGENCY:**

	# Officers: Multiplier		Per Officer Annual Cost	Total Annual Cost
Officers Salary	1	\$	54,194.00 **	\$ 54,194.00
Salary Incentive Payment		\$	1,128.00	\$ 1,128.00
Repair and Maintenance		\$	121.00	\$ 121.00
State Personnel Assessment		\$	354.00	\$ 354.00
Training/Criminal Justice Standards		\$	200.00	\$ 200.00
Uniform Purchase		\$	400.00	\$ 400.00
Uniform Maintenance		\$	350.00	\$ 350.00
Training/Criminal Justice Standards *		\$	2,225.00	\$ 2,225.00
TOTAL - To Be Billed By Contract To Agency			\$ 58,972.00	\$ 58,972.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.

** Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:
Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

1 \$ 750.00

TOTAL - To Be Billed By Contract To Agency

\$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES ☒ NO ☐
ENCLOSED TRAILER REQUIRED: YES ☐ NO ☒

Addendum A
Inmate Work Squad Detail of Costs for City of Palm Coast
Interagency Contract Number W1141 Effective Upon Position Establishment

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:

Hand Held Radio MACOM \$4969.00
Vehicle Mounted Radio MACOM \$5400.00

☐
☒

Per Unit Cost	Number of Units
\$ 5,400.00	1

TOTAL Operating Capital To Be Advanced By Agency

Total Cost
\$ -
\$ 5,400.00
<u>\$ 5,400.00</u>

Bill To Agency	Provided By Agency	Already Exists
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

1. Operating Capital - from Section IV.
2. **Grand Total - To Be Advanced By Agency At Contract Signing:**

Total Cost
\$5,400.00
<u>\$5,400.00</u>

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. **Grand Total - To Be Billed To Agency By Contract:**

Total Cost
\$58,972.00
\$750.00
<u>\$59,722.00</u>

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:
(Total of Sections V. and VI.)

<u>\$65,122.00</u>

VIII. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department,
the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for City of Palm Coast
Interagency Contract Number W1141 Effective Upon Position Establishment

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.

City of Palm Coast, Florida
Agenda Item

Agenda Date : 06/12/2018

Department	CITY CLERK	Amount
Item Key	3683	Account
		#
Subject	CALENDAR/WORKSHEET	
Background :		
Recommended Action :		



Meeting Calendar for 6/12/2018 through 7/13/2018

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

6/28/2018 5:00 PM

Beautification and Environmental Advisory Committee
City Hall

7/10/2018 9:00 AM

City Council Workshop
City Hall

7/11/2018 10:00 AM

Code Enforcement Board
City Hall

7/11/2018 6:30 PM

Leisure Services Advisory Committee
City Hall

#	File #	Item	Title	Staff
			Business 6/19/2018	
1		Resolution	Purchase of Wastewater Collection Odor Control Units	Adams/Ashburn
2		Resolution	Old Kings Road ROW's	Cote
3		Resolution	Retirement Plan Administrator	Cullen
4		Presentation	Flagler County Health Dept. Update	Lane
5		Resolution	OKR N Widening ROW Acquisitions (AK Hotels)	Smith
			Workshop 6/26/2018	
			CANCELLED	
			Business 7/03/2018	
			CANCELLED	
			Workshop 7/10/2018	
1		Resolution	Fixed Base Meter Reading	Adams/Zaleski
2		Presentation	General Fund and TRIM Rate	Alves/Williams
3		Resolution	Whiteview Design	Cote
4		Resoluiton	Initial Nuisance Abatement	Flanagan
5		Resolution	Seawall Installation Project - Elite Marine Construction	Schrager
6		Resolution	Tennis Center Lease Agreement for Tower	Streichsbier
			Business 7/17/2018	
1		Resolution	Fixed Base Meter Reading	Adams/Zaleski
2		Resolution	Proposed Millage Rate	Alves/Williams
3		Resolution	Whiteview Design	Cote
4		Resoluiton	Initial Nuisance Abatement	Flanagan
5		Resolution	Tennis Center Lease Agreement for Tower	Streichsbier
			Workshop 7/31/2018	
1		Presentation	Finalize 5 Year CIP	Cote
			Business 8/7/2018	
			Workshop 8/14/2018	
1		Resolution	OKR Special Assessment	Alves
2		Resolution	Final Nuisance Abatement	Flanagan
			Business 8/21/2018	
1		Resolution	OKR Special Assessment	Alves

2		Resolution	Final Nuisance Abatement	Flanagan
			Future	
1		Resolution	Master Plan SCADA Telemetry Standardization	Adams/Hogan
2		Resolution	Annual Fire Inspection Fees	Alves
3		Presentation	Proprietary and Special Revenue Funds 8/14	Alves/Williams
4		Resolution	Budget Workshop - Final Proposed Budget 8/28	Alves/Williams
5		Resolution	Reuse Master Plan	Ashburn
5		Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
6		Resolution	Purchase/Installation Ozone Odor Control Unit WWTP #1	Blake
7		Resolution	Purchase/Installation Primary Clarifier Process Equipment WWTP #1	Blake
8		Resolution	Interlocal Mala Compra Storm Drain Project	Blake/Kronenberg
9		Presentation	Street Resurfacing Update	Cote
10		Resolution	Bulldog Drive Maintenance Map	Cote
12		Resolution	Stormwater and Environmental Engineering Services WO	Cote/Peel
13		Resolution	CEI Services Seminole Woods turnaround	Cote
14		Resolution	Property Exchange NECGA	Falgout
15		Resolution	IA Flagler Schools Fire Truck Donation	Forte
16		Ordinance	Amend LDC Chapter 5 rewrite	Hoover
17		Presentation	Citizen's Academy Graduation-10/16 44	Lane
18		Ordinance 1st	Coastal Trace FLUM	Papa
19		Ordinance 1st	Coastal Trace Rezoning	Papa

City of Palm Coast, Florida
Agenda Item

Agenda Date : 06/12/2018

Department	CITY CLERK	Amount
Item Key	3696	Account
		#
Subject	ATTACHMENTS TO MINUTES	
Background :		
Recommended Action :		

Contract with Prudential As Retirement Services Record-Keeper for 401(a) and 457(b) Plans



- In 2012, the City entered into a relationship with Fiduciary First
- To provide plan analysis and review
- Ensure industry standards best practices
- Monitor funds for investment performance





- Quarterly group session on various financial health topics
- One on One appointments monthly
 - Licensed to provide financial advice
- Provides long term road maps for financial success
- Not affiliated with any financial institution
 - No sales pitch, non-commissioned based



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city of
PALM COAST



- The City contributes to the 401(a) – 100% participation
 - 10% for General Employees
 - 13% for Directors
 - 17.5% for High Risk Personnel
- Employees encouraged to contribute from the first paycheck during new hire processing
- The City matches 2% to the 457(b) to employees who contribute at least 2%
 - Benefit established in 2015
 - 90% Participation
- Fiduciary Committee is comprised of City Manager, Human Resource Director, and Finance Director.



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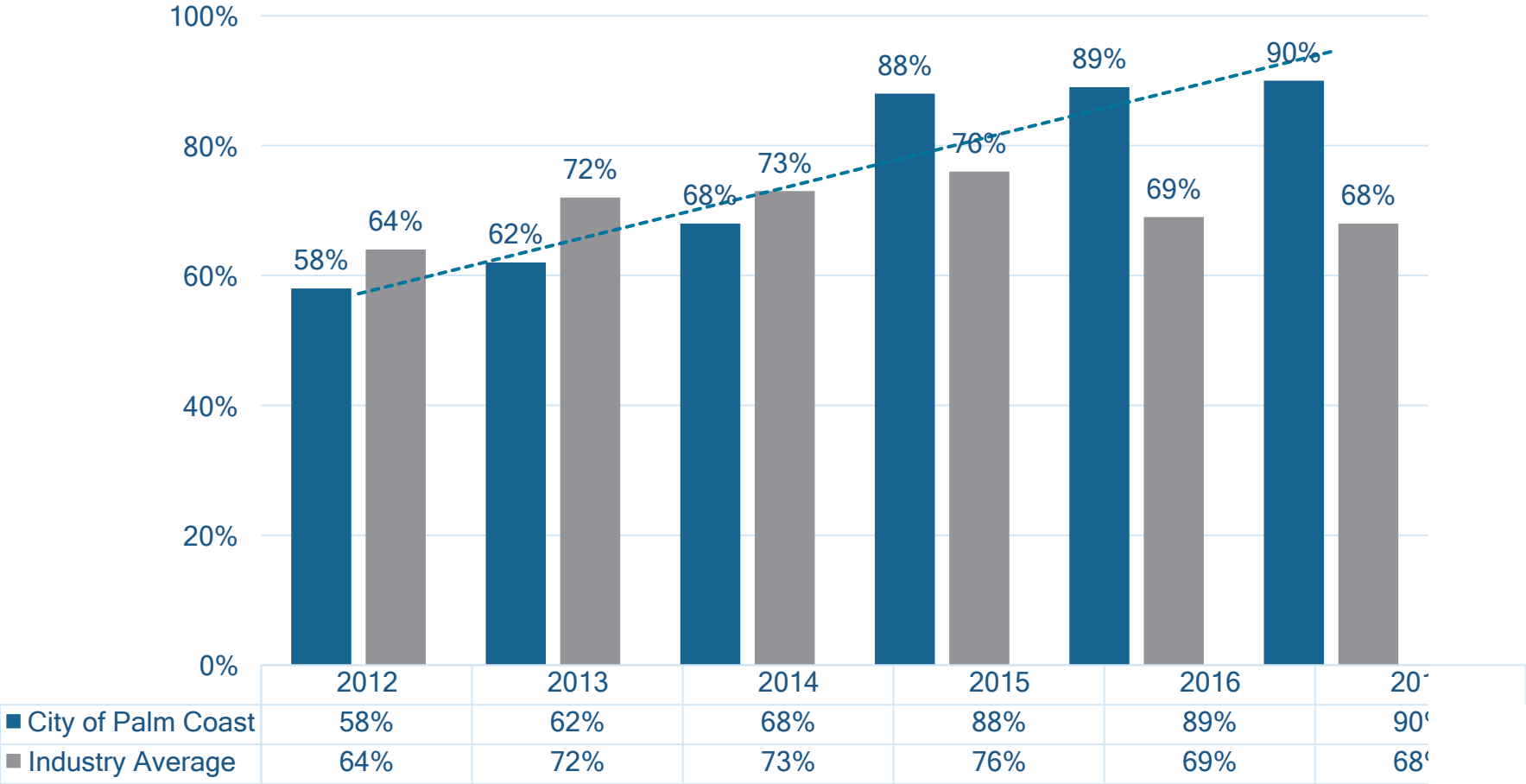
city of PALM COAST EMPLOYEES

- Assets in the retirement plans are solely employee funds
- Employees have increased participation
- Employees have increased contribution amounts leading to higher account balances
- Awareness in the importance of saving for retirement has increased

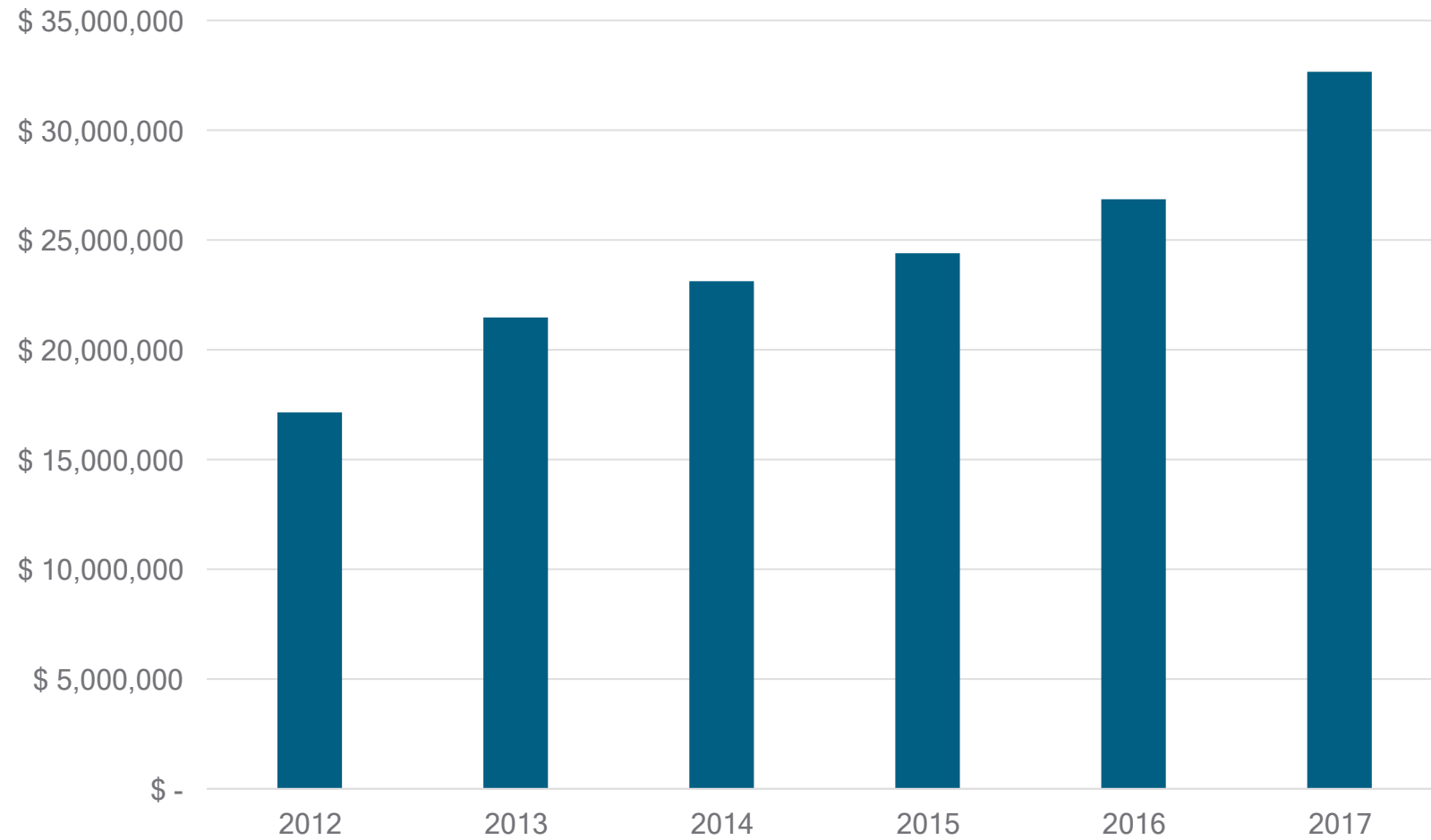


457(b) Deferred Compensation Plan

Palm Coast Participation Trends vs Industry Average



401(a) and 457(b) Plan Assets





- Administer plans with private sector best practices
- Provide interactive and user friendly up to date technology for retirement savings
- Encourage participation and increased contributions
- Additional educational component for staff



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FEE PROPOSAL

- The current providers are Empower and ICMA
 - Empower's fees are 26 basis points (0.26%) of total plan assets per year
 - ICMA's fees are 97 basis points (0.97%) of total plan assets per year
 - Totaling approximately \$94,034 annually
- The selected record-keeper is Prudential
 - Their fee structure is 13 basis points (0.13%) of total plan assets per year
 - Totaling approximately \$42,900
- Total annual savings to participants is approximately \$51,134



NEXT STEPS

- June 19: Confirm Prudential as record-keeper of retirement plans on Council Meeting
- July 1 to September 30: Transition of transfer of records and assets from current record-keeper to Prudential
- October 1: Activate employer and participant sites with Prudential



Revenue & Property Tax Overview

Tuesday, June 12th 2018

Helena P. Alves, CIA, MBA
Finance Director

Lina Williams
Budget Coordinator



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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 4th 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



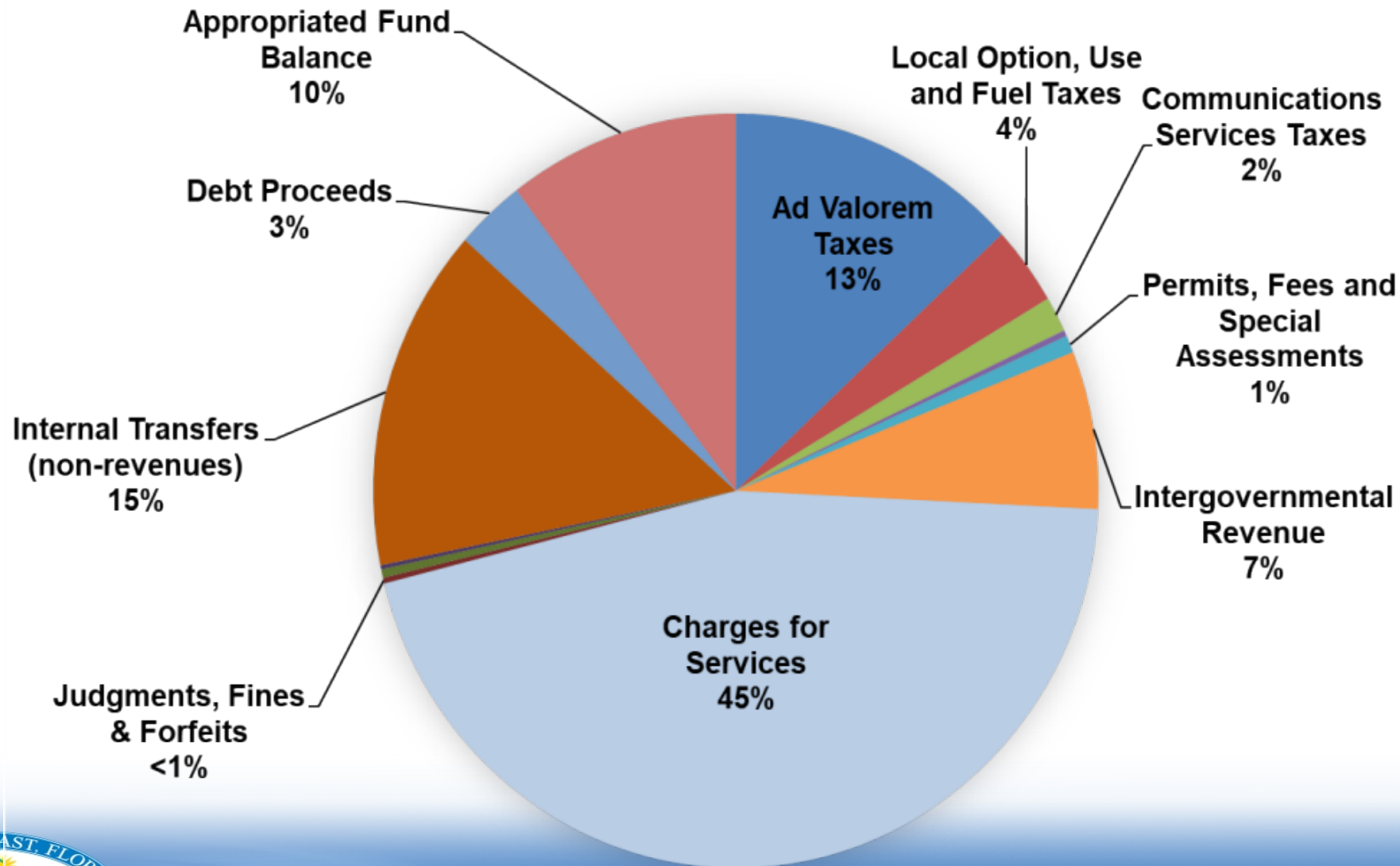
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Revenue Overview



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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 & Parks Maintenance</p>	<p>5% Capital Projects</p>

Taxes

Ad Valorem Tax (Property Tax)

Based on taxable
value of property

Considered general
revenue

Business Tax Receipt

Local

Considered
general revenue

Public Service Taxes (Not currently in use)

Electricity

Water

Natural Gas

Propane



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Intergovernmental Revenue

Communications Services Tax

Applies to telecommunications, video, satellite and related services

Rate of 5.22%

Currently allocated to General Fund

Local Option Fuel Tax

Currently 6 cents per gallon on fuel purchased in Flagler County

Distributed per Inter-local agreement based on road miles

Restricted to transportation expenditures

Currently allocated to the Streets Improvement Fund

Discretionary Sales Surtaxes (Small County Surtax)

.5 percent of the 7% sales tax collected in Flagler County

Pursuant to an ordinance enacted by Flagler County

Currently allocated to Capital Projects Fund

20 Year term starting in 2012



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Intergovernmental Revenue

State Revenue Sharing

Portion of State sales and use tax collections & one-cent municipal fuel tax

Currently allocated to General Fund (a) & Streets Improvement Fund (b)

Local Government Half-Cent Sales Tax

Distributes a portion of the state 6% sales tax

Taxable sales within Flagler County

Currently allocated to General Fund

Fire Insurance Premium Tax

Volunteer Firefighters' Pension

Other

Grants

County Business Tax Receipts

Alcoholic Beverage License tax



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Permits, Fees, Special Assessments

Franchise Fees

Solid Waste

Natural Gas

Utility
(not in use)

Special Assessments

Old Kings Road

Code Nuisance



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Charges for Service

Utility Fees

Water and Sewer

Solid Waste

Stormwater

Impact Fees

Water and Wastewater

Transportation

Parks

Fire

School
(remitted to Flagler County Schools)

Other Fees

Annual Fire Inspections

State Road Maintenance

Recreation Fees

Planning Fees

Building Permits & Inspections



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Judgements, Fines and Forfeitures

Citations & Violations

Traffic Citations

Local Ordinance Violations

Parking Tickets

Code Fines

Animal Control



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Other Sources

Inter-fund Transfers

Payment-In-Lieu-of-Taxes (PILOT)

Tax Increment for the CRA

Debt Proceeds

Loans

Bonds

Internal Charges

Fleet Replacement & Maintenance

Facilities Maintenance

IT Allocation



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Restricted Revenue Sources

State Restricted

Fire Insurance Premium Tax

Volunteer
Firefighters
pension

Fuel Tax Refund

Construction
&
maintenance
of roads

Police Education

Law
Enforcement

Building Permit & Inspection Fees

Applied solely
to BPI costs

Local Option Fuel Tax

Transportatio
n
expenditures



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Restricted Revenue Sources

State Restricted

**State Revenue
Sharing (b) 24.86%**

Transportation
expenditures

**Tax Increment
Revenue (CRA)**

Per CRA plan

Impact Fees

Capacity
improvements

**Special
Assessments**

Purpose of
assessments



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Restricted Revenue Sources

Other

Water & Sewer Charges

Restricted by Bond Covenants & City Council

Used to maintain system & debt service

Small County Surtax

Restricted by Flagler County Ordinance

Used for construction & improvement of public facilities

Stormwater Fee

Restricted by loan covenants & City Council

Used to maintain system & debt service

Disaster Reserve

Restricted by City Council

Used for costs related to a disaster



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Unrestricted Revenue Sources

Unrestricted revenue can be used for general purpose and at the discretion of the governing body

In Use

Ad Valorem Tax

Alcoholic Beverage License

Business Tax Receipts

Communication Services Tax

Natural Gas Franchise Fee

Half-Cent Sales Tax

Solid Waste Franchise Fee

State Revenue Sharing (a) 76.20%

Not Currently in Use

Utility Franchise Fee

Public Service (Utility) Tax

Truth in Millage (TRIM) Process



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Truth in Millage (TRIM) Process

- *Establishes statutory requirements that all taxing authorities levying a millage must follow, including all notices and budget hearing requirements.*
- *Requires full disclosure by taxing authorities to the taxpayers and general public of the rates and amount of taxes, prior to levying the taxes.*



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TRIM Process Timeline

By June 1

Property appraiser
provides total
assessed value of non
-exempt property

By July 1

Property appraiser
certifies the taxable
value

**Within 35 days of
certification of value, notify
Property Appraiser of:**

Current year proposed
(maximum) millage rate

Date, time and meeting
place of the Tentative
Budget Hearing



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TRIM Notice

Property Appraiser must mail "Notice of Proposed Property Taxes "
(TRIM Notice) within 55 days of certification.

Rating Authority	Tax Rate 2016	Total Property Taxes 2016	Change is Adopted 2017	No Budget Change Adopted	Proposed	Proposed Budget is Adopted 2017	A public hearing on the proposed taxes and budget will be held on:
061							
FLAGLER COUNTY	8.11670	286.25	7.75820			300.79	SEPT 7, 2017, 5:30 PM GOVT. SERV. BLDG 1769 E MOODY BLVD, BUNNELL FL
SCHOOL-STATE LAW LEVY	4.70400	283.50	4.51480			272.50	SEPT 5, 2017 5:15 PM, GOVT SERV. BLDG, 1769 E MOODY BLVD., BUNNELL
SCHOOL DISCRETIONARY	2.24800	135.48	2.15760	133.90	133.90	139.51	SEPT. 5, 2017 5:15 PM, GOVT SERV BLDG., 1769 E MOODY BLVD., BUNNELL
CITY OF PALM COAST	4.24500	149.71	4.03560	149.55	4.60000	170.47	SEPT 6, 2017, 5:05 PM, PC CITY HALL, 160 LAKE AVE., PALM COAST
FLAGLER MOSQUITO CONTROL	.23950	8.45	.22900	8.49	.24030	8.91	SEPT 11, 2017 5:01 PM, 210 AIRPORT EXECUTIVE DR., PALM COAST
SJR WATER MGMT DISTRICT	.28850	10.17	.27240	10.09	.27240	10.09	SEPT 12, 2017, 5:05 PM, SJRWMD-HQ 4049 REID ST., PALATKA, FL 32177
FL INLAND NAVIGATION DIST	.03200	1.13	.03000	1.11	.03200	1.19	SEPT 7, 2017 5:30 PM, 190 E 13TH ST., RIVIERA BEACH, FL
VOTER APPROVED DEBT	.51500	18.16		18.34	.49500	18.34	SEPT. 7, 2017 5:30 PM GOVT. SERV. BLDG., 1769 E MOODY BLVD., BUNNELL
Total Property Taxes	20.38870	892.85	19.49260	19.49260	20.39540	921.80	

Maximum
Proposed
Rate

COPC is 22% of
total millage



PALM COAST
Florida

Palm Coast Property Taxes



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Property Taxes

Assessed Value

Value for tax purposes

Determined by the property appraiser for a given piece of real or personal property

Exemptions

Amount deducted from the assessed value of property for tax purposes

Examples include homestead, senior, widow/widower, military and tangible

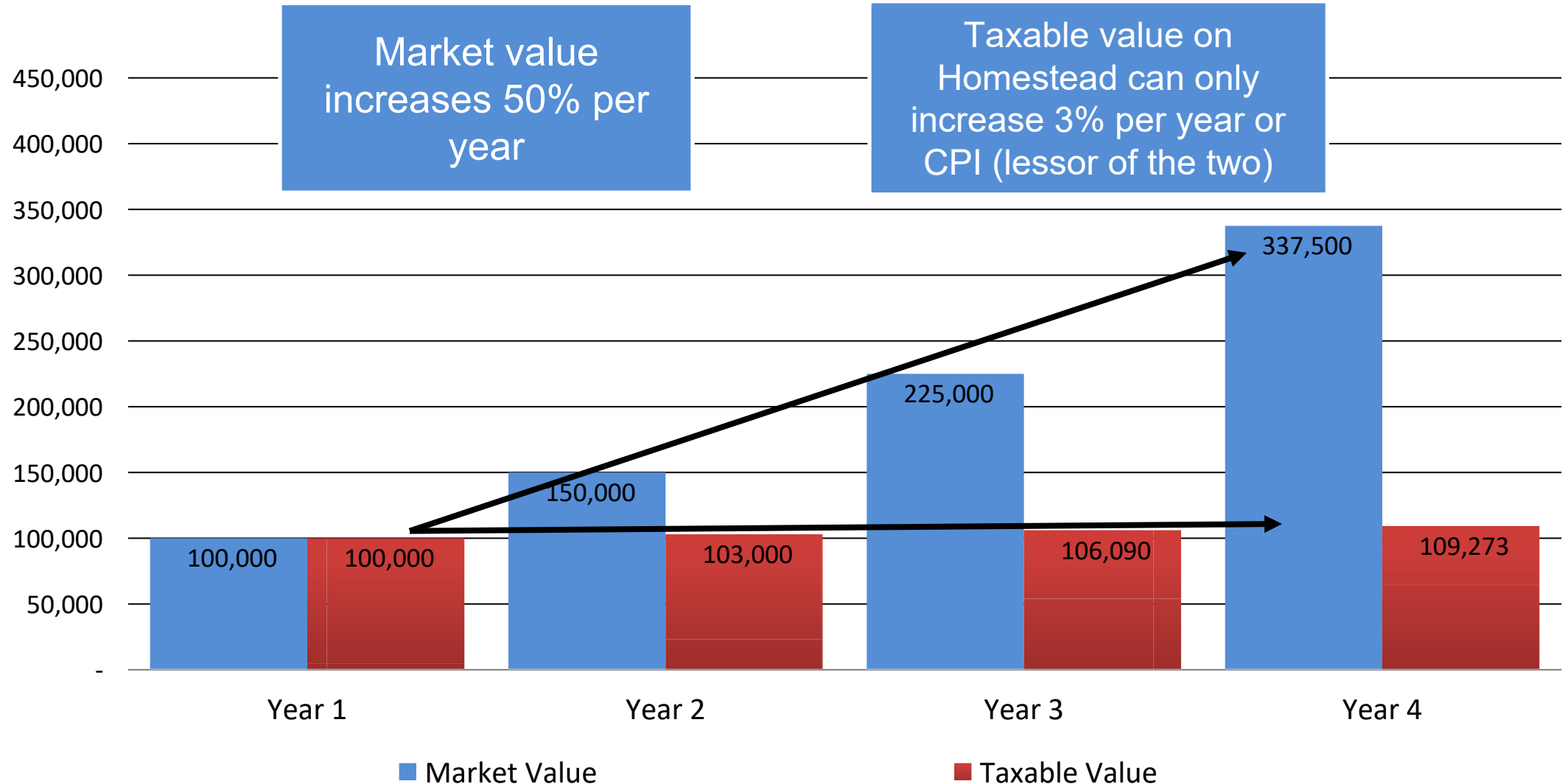
Taxable Value

Balance of the assessed value minus exemptions

$$\text{Assessed Value} - \text{Exemptions} = \text{Taxable Value}$$

Market Value vs. Taxable Value

Hypothetical Example – Save our Homes Limitations



Millage Rate Comparison

Survey of Florida cities :

- Population between 70K-100K
- 13 Cities with Millage

Ranking	City	*Population	**Millage Rate	Taxable Value	Property Tax Collections	Public Service Taxes
1	Boca Raton	91,797	3.4543	22,506,879,102	77,745,512	Electric, fuel, gas
2	Palm Coast	82,760	4.5937	4,612,577,686	21,188,798	None
3	Miami Beach	92,588	5.7224	37,437,173,528	214,230,482	Electric, fuel, gas
13	Fort Myers	79,106	8.65	6,122,261,600	52,957,562	Electric, water, gas

*Based on April 1st, 2017 population estimates.

** Based on FY 2018 millage rate.



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Millage Rate History

Fiscal Year	Property Value	% Change over Prev Year	Operating Millage	Capital Millage	Total Millage	Ad Valorem Receipts
2008	7,009,877,421	12.34%	2.2123	0.75	2.96234	20,184,340
2009	6,131,965,169	-12.52%	2.6123	0.35	2.9623	17,602,781
2010	5,246,998,187	-14.43%	3.15	0.35	3.5	17,828,406
2011	4,463,085,550	-14.94%	3.5	-	3.5	15,048,300
2012	3,891,594,126	-12.80%	3.54	0.45	3.99	15,000,700
2013	3,646,122,021	-6.31%	4.1502	0.1456	4.2958	15,120,750
2014	3,690,312,857	1.21%	4.1932	0.0773	4.2705	15,203,633
2015	3,892,358,641	5.48%	4.1609	0.0841	4.245	15,963,477
2016	4,142,103,986	6.42%	4.0828	0.1622	4.245	16,973,093
2017	4,324,453,760	4.40%	4.112	0.133	4.245	17,714,800
2018	4,612,577,686	6.66%	4.3461	0.2476	4.5937	20,447,190
Change 2008-2018	-2,397,299,735	-34%	2.1338	-0.5024	1.63136	262,850

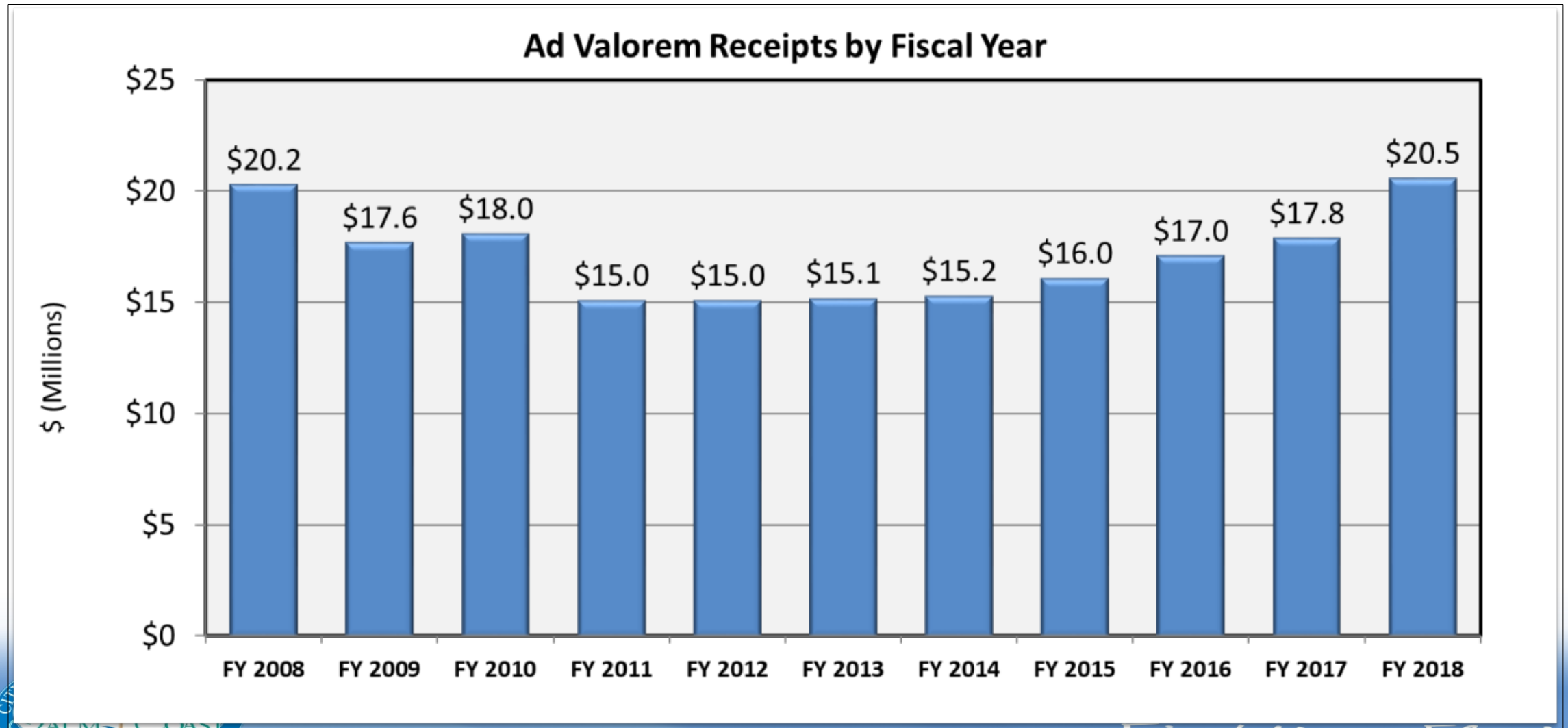
FY 2019 Preliminary Estimate of Taxable Value is \$4,975,000,000 (7% increase)



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Palm Coast Property Tax History

FY 2008-2018



Revenue Diversification



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Revenue Diversification Options

Restricted Use

Special
Assessments

Unrestricted Use

Franchise Fees

Public Service
(Utility) Tax



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Revenue Diversification Options

Fire Assessment

Offsets fire protection costs

Must be shown to benefit the property not an individual

Fee determined by rate study

Amount determined by City Council

Assessment appears as a separate line on property tax bill

Electric Franchise Fee

Redistributes burden from residential to commercial

6% Electric Franchise Fee = \$4 million annually

Amount and use is at the sole discretion of City Council

Added to FPL Bill

Public Service (Utility) Tax

Includes electric, natural/propane gas & water

State allows up to 10%

10% Public Service Tax = approximately \$5 million/annually

Rate and use determined by City Council

Added to utility bills

Revenue Diversification Options

- More than 80% of Florida Municipalities have at least 1 Public Service Tax
- Neighboring Cities with a Water and/or Electric Public Service Tax:
 - Ormond Beach
 - Electric 10%
 - Daytona Beach
 - Electric 10%
 - Deland
 - Electric 10%
 - Water 10%
 - St. Augustine
 - Electric 10%
 - Flagler Beach
 - Electric 10%
 - Water 10%
 - Bunnell
 - Electric 10%
 - Water 10%



This information was provided by the Florida Department of Revenue.

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Benefits of Revenue Diversification

- Higher level of control of revenue sources by City Council
- Decrease in reliance on property taxes
 - 10 mill State cap
- More equitable distribution of tax burden
 - Commercial vs. Residential
 - Visitors vs. Residents
- Higher level of equity for services provided versus services paid for



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Looking Ahead

- July 10th** Budget Workshop - General Fund
- July 17th** Adopt Maximum Millage Rate (August 4th deadline)
- July 31st** Budget Workshop – Capital Funds
- Aug 14th** Budget Workshop - Proprietary & Special Revenue Funds
- August 28th** Final Proposed Budget Presentation

- September:** Public Hearing to adopt tentative millage rate and Budget & Final Public Hearing to adopt final millage and budget



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