



# City of Palm Coast

## Agenda

### CITY COUNCIL WORKSHOP

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

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

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**Tuesday, October 9, 2018**

**9:00 AM**

**CITY HALL**

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#### **City Staff**

**Beau Falgout, Interim 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 PRESENTATION - PROPOSAL AND FUNDING SOURCE FOR PUBLIC WORKS FACILITY AND PAVEMENT MANAGEMENT PROGRAM**
- 2 RESOLUTION 2018-XX APPROVING INNOVATION DISTRICT AND INNOVATION KICK START PROGRAM EXPANSION**
- 3 RESOLUTION 2018-XX APPROVING THE LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION GRANT FORM**
- 4 RESOLUTION 2018-XX APPROVING AN AMENDMENT TO THE TOWN CENTER AT PALM COAST DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER (DRI-DO) TO UPDATE SECTION 12, TRANSPORTATION CONDITIONS**
- 5 PRESENTATION - DRONES: CITY USES, INTERNAL POLICY AND PROCEDURES**
- 6 ORDINANCE 2018-XX A REWRITE OF CHAPTER 9 – ENGINEERING DESIGN & UTILITIES OF THE UNIFIED LAND DEVELOPMENT CODE**
- 7 ORDINANCE 2018-XX AMENDING CHAPTER 24 – ENVIRONMENT OF THE CODE OF ORDINANCES**
- 8 RESOLUTION 2018-XX APPROVING AN AMENDMENT TO THE FISCAL YEAR 2018-2019 BUDGET AND APPROVING THE 5-YEAR CIP FOR THE STORMWATER FUND**

## **WRITTEN ITEMS**

- 9 RESOLUTION 2018-XX APPROVING A WORK ORDER WITH DRMP FOR PROFESSIONAL ENGINEERING SERVICES FOR PRIMARY SYSTEM ANALYSIS CITY-WIDE STORMWATER INFRASTRUCTURE DATA MASTER PLAN**
- 10 RESOLUTION 2018-XX APPROVING A CONTRACT WITH AQUATIC MANAGEMENT PLUS, LLC, FOR WEED CONTROL OF THE FRESHWATER STORMWATER DRAINAGE SYSTEM**
- 11 RESOLUTION 2018-XX APPROVING ROW ACQUISITIONS RELATING TO THE OLD KINGS ROAD N WIDENING PROJECT WITH FIRST COAST ENERGY, LLP, KINGSWOOD PROPERTY, LLC AND KINGS COLONY HOA**
- 12 RESOLUTION 2018-XX APPROVING FDOT LOCAL AGENCY PROGRAM (LAP)**

**SUPPLEMENTAL AGREEMENT FOR SEMINOLE WOODS BOULEVARD/TOWN CENTER  
BOULEVARD AT SR 100 PROJECT**

- 13 RESOLUTION 2018-XX APPROVING MULTIPLE WORK ORDERS WITH POND &  
COMPANY FOR DESIGN SERVICES FOR INDIAN TRAILS SPORTS COMPLEX  
IMPROVEMENTS**
- 14 RESOLUTION 2018-XX APPROVING MODIFICATION #2 TO THE AGREEMENT BETWEEN  
THE CITY OF PALM COAST AND FLORIDA DIVISION OF EMERGENCY MANAGEMENT  
FOR THE PURCHASE AND INSTALLATION OF A GENERATOR AT CITY HALL**
- 15 RESOLUTION 2018-XX APPROVING A MASTER PRICE AGREEMENT WITH POLYDYNE  
INC. FOR THE PURCHASE OF LIQUID POLYMER**
- 16 RESOLUTION 2018-XX APPROVING PIGGYBACKING THE CITY OF ORMOND BEACH  
CONTRACT WITH ENVIRONMENTAL OPERATING SOLUTIONS INC. FOR THE PURCHASE  
OF MICRO C FOR WASTERWATER TREATMENT PLANT 2**
- 17 RESOLUTION 2018-XX APPROVING PIGGYBACKING THE NATIONAL IPA#2018011-01  
CONTRACT WITH CDW-G FOR TECHNOLOGY EQUIPMENT, SUPPLIES, MAINTENANCE  
AND COMMUNICATIONS SERVICE**
- 18 RESOLUTION 2018-XX APPROVING A CONTRACT WITH ROADTEK LLC, FOR ASPHALT  
SERVICES ON AN AS NEEDED BASIS**
- 19 RESOLUTION 2018-XX APPROVING A CONTRACT WITH ROADTEK LLC, FOR CONCRETE  
REPAIR SERVICES ON AN AS NEEDED BASIS**

**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**

- 20 CALENDAR AND WORKSHEET**

- 21 ATTACHMENTS TO MINUTES**

# City of Palm Coast, Florida Agenda Item

Agenda Date: 10/09/2018

<b>Department Item Key</b>	Community Development	<b>Amount Account</b>
<b>Subject</b>	PRESENTATION – PROPOSAL AND FUNDING SOURCE FOR PUBLIC WORKS FACILITY AND PAVEMENT MANAGEMENT PROGRAM	
<b>Background :</b>		
<u>Public Works Facility</u>		
<p>The existing Public Works Facility was turned over to the City, by Flagler County, in 1999. During the past 18 years, the City has operated in this facility making minor improvements to address immediate needs and deficiencies. Currently, this facility lacks sufficient storage and maintenance capabilities that need addressing, in a safe and efficient manner, to meet the growing needs of the City of Palm Coast. Some of the current deficiencies include: inadequate parking and material storage areas, aging buildings with structural deficiencies, and inadequate fleet mechanics' bays that do not provide adequate space for the servicing of much of the City's larger work trucks, heavy equipment, and fire apparatus.</p> <p>The existing Public Works facility does not meet current operational needs and is deficient in safety, technology, capacity, traffic flow, and workflow. In order to continue providing a high level of service to our residents and address current and future needs of the community, a new Public Works facility is needed. The work performed by our Public Works crews impacts every resident, visitor, and employee of the City. An appropriate facility is the core need for staff to be able to function with maximum productivity. City Council conducted a site visit to the current Public Works facility in 2016. Council determined that the current facility underserves the needs of Public Works, and approved a "needs analysis" to be conducted.</p> <p>Public Works mainly operates from the approximate 10 acre parcel along US-1. In an effort to continue providing services in a safe and efficient manner to the residents of Palm Coast, the City had a Master Plan Study completed. The Facilities Master Plan included an analysis of current and projected needs based on the anticipated future demands of a growing community. Anticipating and addressing future, as well as current, community demands is part of the strategy to ensure that the expected levels of service necessary to properly maintain the City facility and public assets such as parks, community centers, rights-of-way, City fleet and equipment, and to respond to emergency/disaster situations will continue to be met in the future and occur without additional risk to employees. The Facilities Master Plan helps ensure that such improvements can be implemented in a fiscally responsible manner. The "needs analysis" was prepared and presented to Council in FY16.</p> <p>The Master Plan Study was presented to City Council in FY17. During the completion of the Public Works Facilities Master Plan, various alternatives were developed for the expansion of the facility. The alternative to expand the facility on contiguous lands on the southern boundary provided the most flexibility for future expansion and the option recommended and selected by City Council. After discussion with the adjacent property owner, Palm Coast Land, LLC, a land exchange agreement was crafted 50 exchange 5 acres of City-owned property for</p>		

approximately 6 acres of property owned by Palm Coast Land, LLC. City Council approved of this property exchange and the closing of this land swap has recently occurred.

Pavement Management Program

On August 28, 2018, City staff and the City’s consultant presented the Pavement Management Program and plan to address the City’s ongoing maintenance needs of approximately 1186 lane miles of streets. This Program is fully funded in Fiscal Year 2019, but requires additional funding in future years to ensure the maintenance program continues.

Funding Source

City Council requested that staff provide a funding mechanism for the construction of a new Public Works facility. City staff presented to City Council on August 28, 2018, the 5-Year Capital Improvement Plan that identified the funding need to design and construct the Public Works Facility. In addition, during this presentation, City staff presented the funding need to continue the Pavement Management Program in future years.

City staff will present an overview of the Public Works Master Plan with proposed funding options (Electric Franchise Fee and Public Service Utility Tax) to design and construct the proposed improvements for Council’s direction. In addition, the funding options would provide available funding for Pavement Management Program in future years. Attached to this agenda item are draft ordinance templates to implement the proposed funding options should City Council desire to move forward in addressing these needs.

**Recommended Action :**  
For presentation and Council direction.

ORDINANCE 2018-\_\_\_\_\_

**AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE CITY OF PALM COAST, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Council of the City of Palm Coast recognizes that the City and its citizens need and desire the benefits of electric service; and

**WHEREAS**, the provision of such service requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and the City does not desire to undertake to provide such services; and

**WHEREAS**, Florida Power & Light Company (FPL) is a public utility which has the demonstrated ability to supply such services; and

**WHEREAS**, FPL and the City desire to enter into a franchise agreement providing for the payment of fees to the City in exchange for the nonexclusive right and privilege of supplying electricity and other services within the City free of competition from the City, pursuant to certain terms and conditions;

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

Section 1. There is hereby granted to Florida Power & Light Company, its successors and assigns (hereinafter called the "Grantee"), for the period of 30 years from the effective date hereof, the nonexclusive right, privilege and franchise (hereinafter called "franchise") to construct, operate and maintain in, under, upon,

along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places (hereinafter called "public rights-of-way") throughout all of the incorporated areas, as such incorporated areas may be constituted from time to time, of the City, Florida, and its successors (hereinafter called the "Grantor"), in accordance with the Grantee's customary practice with respect to construction and maintenance, electric light and power facilities, including, without limitation, conduits, poles, wires, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of the Grantee's operations (herein called "facilities"), for the purpose of supplying electricity and other services to the Grantor and its successors, the inhabitants thereof, and persons beyond the limits thereof.

Section 2. The facilities of the Grantee shall be installed, located or relocated so as to not unreasonably interfere with traffic over the public rights-of-way or with reasonable egress from and ingress to abutting property. To avoid conflicts with traffic, the location or relocation of all facilities shall be made as representatives of the Grantor may prescribe in accordance with the Grantor's reasonable rules and regulations with reference to the placing and maintaining in, under, upon, along, over and across said public rights-of-way; provided, however, that such rules or regulations (a) shall not prohibit the exercise of the Grantee's right to use said public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic, (b) shall not unreasonably interfere with the Grantee's ability to furnish reasonably sufficient, adequate and efficient electric service to all of its customers, and (c) shall not require the relocation of any of the

Grantee's facilities installed before or after the effective date hereof in public rights-of-way unless or until widening or otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles causes such installed facilities to unreasonably interfere with motor vehicular traffic. If removal or relocation of Grantee's facilities is required, and the Grantee fails to remove or relocate such facilities within 30 days after written notice from Grantor, then Grantor may proceed to remove or relocate the facilities and charge Grantee for the cost of the work. Grantee shall be responsible for all costs and expenses to remove or relocate Grantee's facilities. Such rules and regulations shall recognize that above-grade facilities of the Grantee installed after the effective date hereof should be installed near the outer boundaries of the public rights-of-way to the extent possible. When any portion of a public right-of-way is excavated by the Grantee in the location or relocation of any of its facilities, the portion of the public right-of-way so excavated shall within a reasonable time be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation. The Grantor shall not be liable to the Grantee for any cost or expense in connection with any relocation of the Grantee's facilities required under subsection (c) of this Section, except, however, the Grantee shall be entitled to reimbursement of its costs from others and as may be provided by law.

Section 3. The Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of the Grantee to indemnify the Grantor, its

officers, agents, attorneys, servants, employees, or contractos and hold it harmless against any and all liability, loss, cost, injuries (including death), damage, attorney's fees or expense which may accrue to, or be incurred by or charged against the Grantor or any of its officers, agents, attorneys, servants, employees, or contractors by reason of the negligence, gross negligence or intentional torts, default or misconduct of the Grantee in the installation, construction, operation, repair, removal or maintenance of its facilities hereunder. The indemnity hereunder includes not only the costs, expenses and attorneys' fees incurred by the Grantor in defense of any third party's claim (prior to and during all phases of litigation, including trial and post-trial and appellate proceedings) it also includes the costs, expenses and attorneys' fees incurred by the Grantor in the event it must enforce the terms of this indemnity prior to and during all litigation including trial, post-trial and appellate proceedings. This indemnity shall survive termination of this franchise Ordinance, but only for incidents, acts or events, or for acts undertaken by Grantee, which take place during the term of this franchise.

Section 4. All rates and rules and regulations established by the Grantee from time to time shall be subject to such regulation as may be provided by law.

Section 5. As a consideration for this franchise, the Grantee shall pay to the Grantor, commencing 90 days after the effective date hereof, and each month thereafter for the remainder of the term of this franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or imposed by the Grantor against the Grantee's

property, business or operations and those of its subsidiaries during the Grantee's monthly billing period ending 60 days prior to each such payment will equal 6 percent of the Grantee's billed revenues, less actual write-offs, from the sale of electrical energy to residential, commercial and industrial customers (as such customers are defined by FPL's tariff) within the incorporated areas of the Grantor for the monthly billing period ending 60 days prior to each such payment, and in no event shall payment for the rights and privileges granted herein exceed 6 percent of such revenues for any monthly billing period of the Grantee.

The Grantor understands and agrees that such revenues as described in the preceding paragraph are limited to the precise revenues described therein, and that such revenues do not include, by way of example and not limitation: (a) revenues from the sale of electrical energy for Public Street and Highway Lighting (service for lighting public ways and areas); (b) revenues from Other Sales to Public Authorities (service with eligibility restricted to governmental entities); (c) revenues from Sales to Railroads and Railways (service supplied for propulsion of electric transit vehicles); (d) revenues from Sales for Resale (service to other utilities for resale purposes); (e) franchise fees; (f) Late Payment Charges; (g) Field Collection Charges; (h) other service charges.

Section 6. As a further consideration, during the term of this franchise or any extension thereof, the Grantor agrees: (a) not to engage in the distribution and/or sale, in competition with the Grantee, of electric capacity and/or electric energy to any ultimate consumer of electric utility service (herein called a "retail customer") or to any electrical distribution system established solely to serve any

retail customer formerly served by the Grantee, (b) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or electric energy from any third party(ies) to any other retail customer's facility(ies), and (c) not to seek to have the Grantee transmit and/or distribute electric capacity and/or electric energy generated by or on behalf of the Grantor at one location to the Grantor's facility(ies) at any other location(s). Nothing specified herein shall prohibit the Grantor from engaging with other utilities or persons in wholesale transactions which are subject to the provisions of the Federal Power Act.

Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii) from seeking to have the Grantee transmit and/or distribute to any facility(ies) of the Grantor electric capacity and/or electric energy purchased by the Grantor from any other person; provided, however, that before the Grantor elects to purchase electric capacity and/or electric energy from any other person, the Grantor shall notify the Grantee. Such notice shall include a summary of the specific rates, terms and conditions which have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have 90 days to evaluate the offer and, if the Grantee offers rates, terms and conditions which are equal to or better than those offered by the other person, the Grantor shall be obligated to continue to purchase from the Grantee electric capacity and/or electric energy to serve the previously-identified facilities of the Grantor for a term no shorter than that offered by the other person. If the Grantee does not

agree to rates, terms and conditions which equal or better the other person's offer, then the Grantor may proceed with the other person's offered sale and purchase agreement all of the terms and conditions of this franchise shall remain in effect.

Section 7. If the Grantor grants a right, privilege or franchise to any other person or otherwise enables any other such person to construct, operate or maintain electric light and power facilities within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve or compete on terms and conditions which the Grantee determines are more favorable than the terms and conditions contained herein, the Grantee may at any time thereafter terminate this franchise if such terms and conditions are not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 60 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of such terms and conditions that it considers more favorable. The Grantor shall then have 60 days in which to correct or otherwise remedy the terms and conditions complained of by the Grantee. If the Grantee determines that such terms or conditions are not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall be effective on the date of delivery of such notice.

Section 8. If as a direct or indirect consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is permitted to provide electric service within the incorporated

areas of the Grantor to a customer then being served by the Grantee, or to any new applicant for electric service within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve, and the Grantee determines that its obligations hereunder, or otherwise resulting from this franchise in respect to rates and service, place it at a competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this franchise if such competitive disadvantage is not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of the consequences of such action which resulted in the competitive disadvantage. The Grantor shall then have 90 days in which to correct or otherwise remedy the competitive disadvantage. If such competitive disadvantage is not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall take effect on the date of delivery of such notice.

Section 9. Failure on the part of the Grantee to comply in any substantial respect with any of the provisions of this franchise shall be grounds for forfeiture, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal) by a court of competent jurisdiction that the Grantee has failed to comply in a substantial respect with any of the provisions of this franchise, and the Grantee shall have six months after such final determination

to make good the default before a forfeiture shall result with the right of the Grantor at its discretion to grant such additional time to the Grantee for compliance as necessities in the case require.

Section 10. Failure on the part of the Grantor to comply in substantial respect with any of the provisions of this ordinance, including, but not limited to: (a) denying the Grantee use of public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic; (b) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this franchise; (c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-way, shall constitute breach of this franchise and entitle the Grantee to withhold all or part of the payments provided for in Section 5 hereof until such time as a use permit is issued or a court of competent jurisdiction has reached a final determination in the matter. The Grantor recognizes and agrees that nothing in this franchise agreement constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right.

Section 11. The Grantor may, upon reasonable notice and within 90 days after each anniversary date of this franchise, at the Grantor's expense, examine the records of the Grantee relating to the calculation of the franchise payment for the year preceding such anniversary date. Such examination shall be during normal business hours at the Grantee's office where such records are maintained. Records not prepared by the Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree

in writing. Information identifying the Grantee's customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this Section shall not be conducted by any third party employed by the Grantor whose fee, in whole or part, for conducting such audit is contingent on findings of the audit.

Section 12. Grantee understands and acknowledges that Grantor's policies strongly favor undergrounding of utilities and improvement of safety and aesthetics. Grantee has filed a Tariff and has adopted a Mechanism for Governmental Recovery of Undergrounding Fees (MGRUF), along with other undergrounding tariffs. Requests made by Grantor for undergrounding shall be implemented by Grantee in accordance with the applicable tariffs in effect on the date of Grantor's request.

Section 1213. ~~The provisions of this ordinance are interdependent upon one another, and if~~ any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect by a court of competent jurisdiction, ~~the entire ordinance shall be null and void and of no force or effect~~ then said holding shall in no way affect the validity of the remaining portions of this Ordinance. Notwithstanding the foregoing, if any of the provisions or Sections of this Ordinance are held invalid or unconstitutional, the parties shall attempt in good faith to negotiate a new lawful agreement that restores the fundamental terms of this Ordinance. In the event the parties are unable to reach a new lawful agreement,

this Ordinance shall be null and void and of no force and effect.

Section 1314. As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

Section 1415. All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

Section 1516. As a condition precedent to the taking effect of this ordinance, the Grantee shall file its acceptance hereof with the Grantor's Clerk within 30 days of adoption of this ordinance. The effective date of this ordinance shall be the date upon which the Grantee files such acceptance.

PASSED on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

PASSED AND ADOPTED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF PALM COAST, FLORIDA

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

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY

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

**ORDINANCE 2018-\_\_\_\_\_**  
**PUBLIC SERVICE TAX**

**AN ORDINANCE OF THE CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA, ENACTING A PUBLIC SERVICE TAX ON PURCHASES OF ELECTRICITY SERVICE; PROVIDING FOR APPLICABILITY, LEVY AND AMOUNT, EXEMPTIONS, COLLECTION BY SELLER AND REMITTANCE TO CITY, AND RECORDS OF SALES; PROVIDING PENALTIES FOR FAILURE OF SELLER TO PAY TAX TO CITY AND NONPAYMENT BY PURCHASER; PROVIDING FOR NOTICE TO DEPARTMENT OF REVENUE AND AN INITIAL LEVY DATE; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast (“City”) is granted the authority, under ' 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, the City is authorized pursuant to Section 166.231, Florida Statutes, to impose a public service tax on the purchase of electricity; and

**WHEREAS**, the City Council elects to levy a public service tax on the purchase of electricity; and

**WHEREAS**, the City Council also hereby finds this Ordinance is in the best interests of the public health, safety, and welfare of the citizens of Palm Coast.

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

**SECTION 1. PURPOSE AND LEGISLATIVE FINDINGS.** The above recitals are hereby adopted as the legislative purpose of this Ordinance and as the City Council’s legislative findings.

**SECTION 2. APPLICABILITY**

(a) The provisions of this Ordinance shall apply to all persons, corporations, partnerships, joint adventures, or other bodies or firms selling or purchasing within the City electricity service, regardless of the place of residence or place of business of any such seller or purchaser, and the

tax imposed by this Ordinance shall apply to each and every purchase of such utility service or commodities in the City, except those specifically exempted by this article or by law.

(b) To the extent that any provision of this Ordinance conflicts with, and is preempted by, general law, the conflicting provisions of general law shall apply and govern.

**SECTION 3. LEVY; AMOUNT.**

(a) There shall be imposed and levied by the City, pursuant to Section 166.231, Florida Statutes, a tax upon each and every purchase of electricity service, within the City in the amount of \_\_\_\_\_ percent of each payment received by the seller for the utility service or commodity.

(b) The tax shall be paid by the purchaser to the seller for the use of the City at the time of paying the charge for the service, but not less often than monthly. The \_\_\_\_\_ percent tax levied in this Section may be computed on the aggregate amount of sales during the monthly period; however, the amount of tax collection shall be calculated to the nearest whole cent.

**SECTION 4. EXEMPTIONS.** The United States and the State, and all political subdivisions, agencies, boards, commissions and lawful authorities thereof, and school districts are hereby exempt from the payment of the tax levied under SECTION 3 LEVY; AMOUNT and in accordance with Section 166.231, Florida Statutes.

**SECTION 5. COLLECTION BY SELLER; REMITTANCE TO CITY.**

(a) It shall be the duty of every seller of electricity within the City to collect from the purchaser, for use by the City, the tax levied by this Ordinance at the time of collecting the selling price charged for each transaction, and to report and pay over on or before the 15th day of each calendar month to the City all taxes levied and collected during the preceding month.

(b) It shall be unlawful for any seller to collect for any service without at the same time collecting the tax levied by this Ordinance, unless the seller elects to assume and pay the tax without collecting it from the purchaser. Any seller failing to collect the tax at the time of collecting for any service where the seller has not elected to assume and pay the tax shall be liable to the City for the amount of the tax; however, the seller shall not be liable for the payment of the tax on uncollected bills.

**SECTION 6. RECORDS OF SALES.** Each and every seller of electricity shall keep complete records showing all sales in the City of electricity services. These records shall show the price charged upon each sale, the date of the sale and the date of payment, and shall be kept open for inspection by the duly authorized agents of the City during business hours on all business days. Pursuant to Chapter 166, Florida Statutes, the duly authorized agents of the City shall have the right, power and authority to inspect, audit and make transcripts of these records.

**SECTION 7. FAILURE OF SELLER TO PAY TAXES TO CITY.** If any seller of electricity services taxed by this Ordinance fails to pay any taxes collected pursuant to this Ordinance within ten (10) days after seller is required to pay the same to the City, the seller shall be liable to and shall pay, in addition to the tax, a penalty equal to one percent (1%) per day for each day the payment is in default. If any seller is in default for more than ten (10) days, the City may elect to bring suit to collect payment of the taxed owed to the City and shall be entitled to reasonable attorney's fees if it prevails in such suit. The City may also bring suit to restrain, enjoin or otherwise prevent the violation of this Ordinance. In no event, however, shall any seller be liable to the city for the payment of any tax upon uncollected bills owed by the purchaser.

**SECTION 8. NONPAYMENT OF TAX BY PURCHASER.** Any purchaser failing to pay the tax imposed by this Ordinance shall be liable to the City for a penalty equal to one percent (1%) of the total charge for the utility service or commodities for each day of the default, but not to exceed an amount equal to the tax not paid. The penalty shall be collected by the seller and paid over to the City.

**SECTION 9. NOTICE TO DEPARTMENT OF REVENUE/INITIAL LEVY DATE.**

(a) The City Clerk is directed to notify the Department of Revenue, pursuant to Florida Statutes Section 166.233(2), by November 30<sup>th</sup>, 2018.

(b) The levy amounts will begin on April 1, 2019 and continue thereafter.

**SECTION 10. SEVERABILITY.** If any provision of this Ordinance or the application thereof is finally determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the illegal, invalid or unenforceable provision is not material to the logical and intended interpretation of this Article.

**SECTION 11. CODIFICATION.** It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinance of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, “Ordinance” may be changed to “Section,” “Article,” or other appropriate word.

**SECTION 12. CONFLICTS.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

**SECTION 13. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon adoption by the City Council of the City of Palm Coast.

**APPROVED** on first reading the 16<sup>th</sup> day of October 2018, at a public hearing.

**ADOPTED** on the second reading the 6<sup>th</sup> day of November 2018, at a public hearing.

ATTEST:

**CITY OF PALM COAST**

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

\_\_\_\_\_  
Millissa Holland, Mayor

Approved as to form and legality

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

## City of Palm Coast, Florida Agenda Item

Agenda Date: 10/09/18

<b>Department</b>		<b>Amount</b>	
<b>Item Key</b>	4452	<b>Account</b>	
<b>Subject</b>	RESOLUTION 2018-XX APPROVING INNOVATION DISTRICT AND INNOVATION KICK START PROGRAM EXPANSION		
<b>Background :</b>	<p>On June 5, 2018, City Council approved the Innovation District and Innovation Kick Start Program. Since approval, the City has received a lot of interest in the Program, as well as innovative requests from developers with development concepts and proposals that would benefit our downtown and our community as a whole. The Master Developer for Town Center has requested to expand the Innovation District boundaries to include parcels 20, 21, and 22. Based on City Council goals of growing downtown and offering diverse residential opportunities, City staff are proposing to expand upon the original State Road 100 Corridor Redevelopment Area (CRA) Plan by expanding the Innovation District boundaries within the Plan to continue to foster creative start-ups, sustainable employment, well-designed commercial environments, and a diversity of residential options. City staff also proposes that the Innovation Kick Start Program reflect the expanded area of the Innovation District to continue to encourage new development in the area.</p>		
<b>Recommended Action :</b>	Adopt Resolution 2018-XX approving Innovation District and Innovation Kick Start Program Expansion		

**RESOLUTION 2018 - \_\_\_\_\_**  
**APPROVING ADDITIONAL PARCELS ADDED TO THE**  
**INNOVATION DISTRICT & INNOVATION KICK START PROGRAM**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AN AMENDMENT TO THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY MASTER REDEVELOPMENT PLAN; APPROVING ADDITIONAL PARCELS WITHIN THE INNOVATION KICK START PROGRAM; PROVIDING FOR DEFINITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Palm Coast has determined that the State 100 Corridor Redevelopment Area (the “Area”) (as created and defined in Resolution No. 2004-22 and *which legal description is ratified, affirmed, and adopted herein*) is a blighted area appropriate for community redevelopment projects pursuant to Chapter 163, Part III, *Florida Statutes* (the “Community Redevelopment Act of 1969”, as amended, or the “Act”); and

**WHEREAS**, the redevelopment of the Area is necessary in the interest of public health, safety, and welfare of the residents of the City of Palm Coast, and furthers and is in the interest of, revitalizing the Area economically and socially, improving the tax base, promoting sound growth, and providing improved conditions in the City of Palm and Flagler County; and

**WHEREAS**, the City Council has authorized, established, and providing for the funding of a “State Road 100 Corridor Redevelopment Trust Fund” to finance a community project or projects within the Area as provided in Section 163.387 Florida Statutes, the act to be funded by tax increment revenues for the purposes of financing the diverse elements of the State Road 100 Corridor Community Redevelopment Plan (the “Plan”); and

**WHEREAS**, the City Council, upon recommendation of the State Road 100 Corridor Community Redevelopment Agency (the “Agency”), of the Area, in accordance with the provisions of Resolution No. 2004-22, approved and adopted the Plan on June 15, 2004 (Resolution No. 2004-31); and

**WHEREAS**, the City Council, upon recommendation of the Agency, of the Area, in accordance with the provisions of Resolution No. 2004-22, approved and amended the Plan on August 5, 2008 (Resolution No. 2008-136) in order to reflect changing economic conditions and redevelopment needs in the Area and June 5, 2018 (Resolution No. 2018-71) to include the Innovation District; and

**WHEREAS**, the Plan encourages economic development and redevelopment to transform the character of the Area, increasing the diversity of residential opportunities and businesses; and

**WHEREAS**, the City of Palm Coast and the Agency desire to expand upon the Innovation District boundaries to include additional parcels of 20, 21, and 22; and

**WHEREAS**, the City of Palm Coast and Agency desire to amend the Plan to include the expanded boundaries of the Innovation District in accordance with the provisions of Resolution No. 2004-22 and the Act; and

**WHEREAS**, the City of Palm Coast and Agency desire to included expanded boundaries as well to the Innovation Kick Start Program; and

**WHEREAS**, the Innovation Kick Start Program encourages new development in the Innovation District by reducing development costs in the Area; and

**WHEREAS**, the expanded boundaries of the Innovation Kick Start Program will increase the taxable real estate values in the Area, increase sales tax collections, and improve the conditions of the local economy of the Area and the City; and

**WHEREAS**, the City of Palm Coast and the Agency approves the expanded boundaries of the Innovation District to be included in the Innovation Kick Start Program in furtherance of the municipal purpose of expanding economic activity within its jurisdictional borders under Section 166.021(9), Florida Statutes and in furtherance of revitalizing the Area economically, improving the tax base, promoting sound growth, and providing improved conditions in the Area pursuant to the Act; and

**WHEREAS**, the additions to the Innovation District is for the benefit of the public health, safety, welfare, and convenience of the City of Palm Coast, Florida; and

**WHEREAS**, the City Council and Agency find that the expansion of the Innovation District and boundaries to qualify for the Innovation Kick Start Program serve a public purpose, which includes promotion of economic development, job growth, and future expansion of the City's and Area's tax base.

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

**SECTION 1. RECITALS/ADOPTION AND APPROVAL OF PLAN AMENDMENT/LEGISLATIVE FINDINGS.**

- (a) The above recitals and the recitals set forth in Resolution 2004-22 and 2008-136 represent and are hereby ratified, adopted and incorporated as legislative findings of the Agency relative to the provisions of this Resolution.
- (b) The Agency recommends approval of the amendment to the State Road Corridor Community Redevelopment Plan to incorporate expanded parcels of 20, 21 and 22 to the Innovation District and Innovation Kick Start Program, as dated as of \_\_\_\_\_, 2018, and set forth in Exhibit "A" to this Resolution, said exhibit being adopted and incorporated herein by this reference thereto.

- (c) The Innovation District and Innovation Kick Start Program set forth in the amendment to the Plan are consistent with the requirements of Section 163.360 Florida Statutes, and the Agency further finds that:
- (1) The amendment to the Plan confirms with the law as necessary in the interest of the public health, safety, and welfare of the residents of the City of Palm Coast, and will effectuate the purposes of the Plan by revitalizing the Area economically and socially, thereby increasing the tax base, promoting sound growth, improving conditions, and eliminating the conditions which the Florida Legislature found constitutes a menace which are injurious to public health, safety and welfare of the residents.
  - (2) The amendment to the Plan confirms to and is consistent with the City of Palm Coast Comprehensive Plan.
  - (3) The amendment to the Plan will afford maximum opportunity, consistent with the sound needs of the City of Palm Coast as a whole, for the redevelopment or rehabilitation by private enterprise and/or joint public/private partnership.
  - (4) Residential and non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City of Palm Coast in accordance with sound planning standards and local community objectives.
  - (5) The amendment to the Plan is necessary and appropriate to facilitate the proper growth and development of the City of Palm Coast in accordance with the Plan.
  - (6) In accordance with Section 163.345, *Florida Statutes*, the Agency have and will consider the encouragement of private enterprise to engage in community redevelopment activities.

**SECTION 2. APPROVAL OF INNOVATION KICK START PROGRAM EXPANDED BOUNDARIES.** The City Council of the City of Palm Coast hereby approves the expanded parcels of 20, 21 and 22 to the Innovation District and Innovation Kick Start Program as attached hereto and incorporated herein by reference as Exhibit “B.”

**SECTION 3. DEFINITIONS.** The terms contained in this Resolution shall have the meaning set forth in the Act.

**SECTION 4. 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 5. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 6. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution, including, but not limited to, executing agreements to implement the Innovation Kick Start Program.

**SECTION 7. 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 \_\_\_<sup>th</sup> day of \_\_\_\_ 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit A – State Road 100 Corridor Plan Amendment  
Exhibit B – Innovation Kick Start Program Application – Updated Map

Approved as to form and legality

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

**Exhibit A**  
**State Road 100 Corridor Community Redevelopment Plan, Innovation District &  
Innovation Kick Start Program Update**

**Innovation District expanded boundaries added to section 7.6 and 7.7 under “Plan Update”  
in State Road 100 Corridor Community Redevelopment Plan**

*Additions in red*

**7.6 Innovation District**

In 2018, the Community Redevelopment Agency reevaluated Palm Coast’s Town Center, located in the Community Redevelopment Area (Resolution 2018-0071 -. The Area has been largely infrastructure-ready for several years, yet, the vision for Town Center had never fully been realized. In over a ten year period, Town Center had only reached a 17% developed threshold at the beginning of 2018. Yet, with a fresh look at the Area and new approach, the Agency made developing Town Center a high priority. Through research and analysis, the Agency found that an Innovation District would not only a great fit for growing Town Center, but also would be economically, socially, and culturally viable for the future for Palm Coast. *Per Resolution 2018-71 and Resolution 2018-\_\_\_, Map 13 showcases* the Innovation District being centrally-located in the urban core of Town Center. By specifically mapping out an Innovation District in the CRA, the Agency looks to kick start forward-thinking residential and non-residential developments to stimulate economic growth at a high-rate through specific guidelines, programs and incentives before 2034. One of these programs proposed in Resolution 2018-71 involves an “Innovation Kick Start Program” that ends in December 31, 2020.

**7.7 Innovation Kick Start Program**

The Innovation Kick Start Program was designed to encourage forward-thinking residential and non-residential units that create a “live, work, play” environment to stimulate economic growth. The Program is limited to first 500,000 square feet of non-residential and 1,000 residential units.

Through the Program, development costs are reduced in the Innovation District for developers (see Map 13). For a developer to be eligible for the Innovation Kick Start Program, the proposed development:

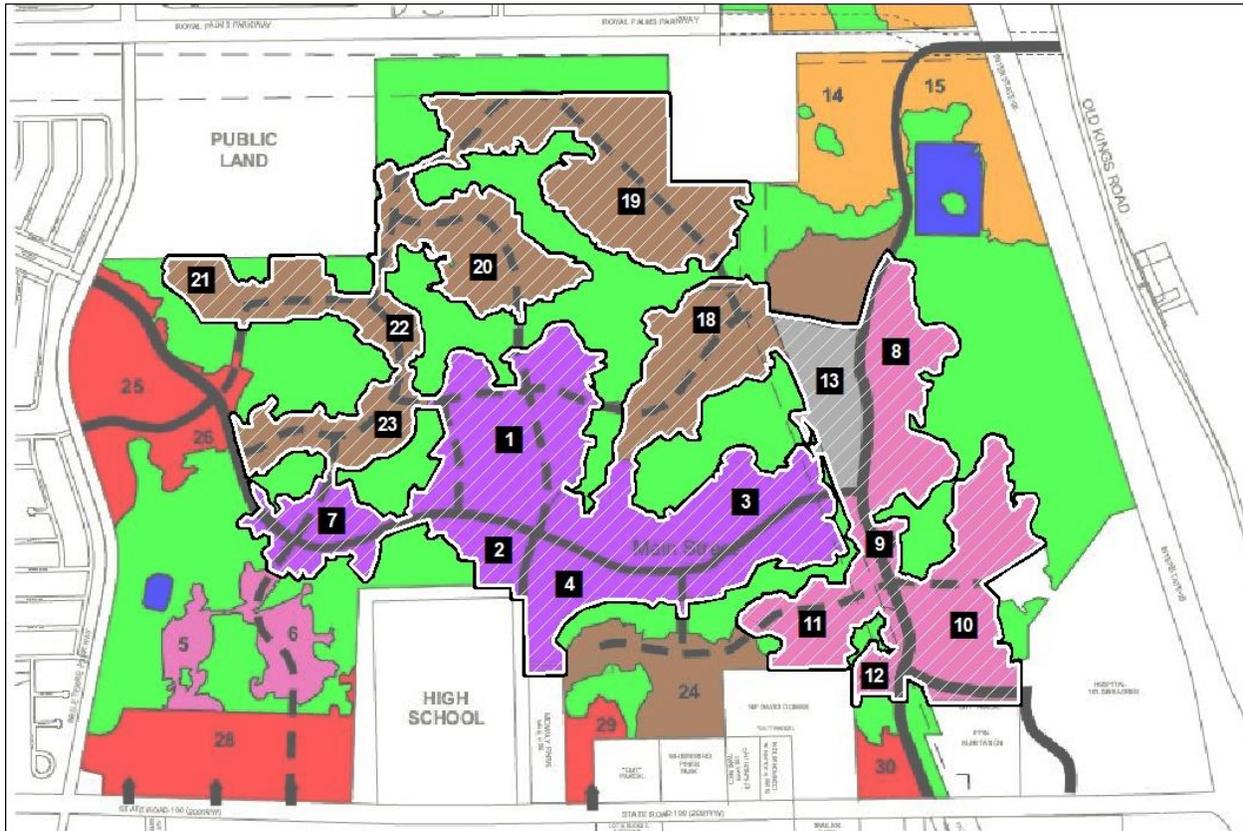
- Must be located in targeted of Innovation District (*see Map 13; Updated October \_\_, 2018 per Resolution 2018-\_\_\_*)
- Must be under construction by December 31, 2020
- And if the development is residential, all units must be multi-family, townhome, condo, or single-family with smaller lots (50 feet or less)

Eligible developments will be provided credit of \$5,000 per unit or per 1,000 s.f. per non-residential units. The credit(s) will be used towards payment of City utility impact fees. Per Resolution 2008-\_\_\_, credits on behalf of the Agency will be paid through increased CRA revenues. This was approved with in mind that proposed developments will increase CRA revenues, and outweighs the initial assistance of utility impact fees in the beginning.

# Innovation District Map updated in “List of Maps” – Map 13 in State Road 100 Corridor Community Redevelopment Plan

## Innovation District in the CRA

Updated October \_\_, 2018 per Resolution 2018-\_\_)





# Innovation Kick Start Program

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## Introduction

This Program has been created to encourage new development projects and business in the defined Innovation District area located in Palm Coast's Town Center. The Program is designed to kick start development that will facilitate the creation and commercialization of new ideas and support our economy by growing jobs in ways that leverage proximity, density, authenticity and progress by the end of 2020. Through the Innovation Kick Start Program, the City of Palm Coast will provide assistance towards utility impact fees to property owners, developers and/or business owners.

## Program Objectives

The primary objective of the Innovation Kick Start Program is to encourage forward-thinking residential and non-residential units that create a "live, work, play" environment to stimulate economic growth. Through the Program, development costs are reduced in the Innovation District to help attract new development (see Innovation District Map).

## Program Guidelines

- Developments must be under construction by December 31, 2020 and continue until completion
- Developments must be consistent with CRA Plan, Town Center Plan, City standards, ordinances, and overall vision for Innovation District

## Eligibility Requirements

- Must be located in the Innovation District (see Innovation District Map)
- Limited to first 500,000 square feet of non-residential and 1,000 residential units
- Residential units must be multi-family, townhome, condo, or single-family with smaller lots (50 feet or less)

## Funding Guidelines

- Eligible developments will be provided credit of \$5,000 per unit or per 1,000 s.f. (non-residential)
- Credit(s) will be used towards payment of utility impact fees
- If development does not meet certain thresholds by stated deadlines and commitments listed above, then the City may revoke credit(s)





# Innovation Kick Start Program Application

This application, along with all required information should be submitted to:  
Planning Division  
City of Palm Coast  
160 Lake Ave.  
Palm Coast, FL 32164

**I. Owner of Property/Applicant**

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

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

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**II. Developer/Agent (if same as applicant, go to next section III)**

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

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

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**III. Property Description & Proposed Development**

Parcel ID Number(s): \_\_\_\_\_

Address (if available): \_\_\_\_\_

Is this development within the Innovation District (see map): Yes \_\_\_\_\_ No \_\_\_\_\_

Development Type: Residential \_\_\_\_\_ Non-residential \_\_\_\_\_

*If residential*, number of proposed residential units by type: \_\_\_\_\_  
\_\_\_\_\_

*If non-residential*, number of proposed non-residential s.f. by type and use: \_\_\_\_\_

General description of development: \_\_\_\_\_

Size of development: \_\_\_\_\_

Include the sketch of property, boundary survey, etc.

Include a site development scaled plan.

Include the DRI Entitlement Monitoring Form – Town Center.

**IV. Satisfaction of Criteria**

By filing this application, the applicant agrees and understands that the Innovation Kick Start Program is given at the sole discretion of the City of Palm Coast and these criteria are used solely to evaluate applicant's project and does not create an entitlement to funding.

In addition, the Kick Start Program is on a first come, first served basis. An application for utility impact fee assistance shall be in accordance with the established Kick Start Program criteria, CRA Plan, Town Center Plan, City standards, and overall vision for Innovation District.

**V. Certification**

Applicant hereby certifies under penalty of perjury, that all information provided is complete, current, accurate and truthful.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Print

*If the application is from someone other than the owner, please include Letter of Permission from the Owner.*

## City of Palm Coast, Florida Agenda Item

Agenda Date: 10/09/18

<b>Department</b>		<b>Amount</b>
<b>Item Key</b>	4453	<b>Account</b>
<b>Subject</b> RESOLUTION 2018-XX APPROVING THE LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION GRANT FORM		
<p><b>Background :</b>            On June 5, 2018, City Council approved the Innovation District and Innovation Kick Start Program. Since approval, the City has received a lot of interest in the Program, as well as innovative requests from developers with development proposals that would benefit our downtown and our community as a whole. Developer HTG is requesting to forgo impact fee assistance from the Innovation Kick Start Program of \$550,000 and instead receive a grant from the SR 100 CRA, in the amount of \$500,000. The Developer is requesting the City execute the Local Government Verification Contribution Grant Form in order to receive priority in their financing request with the Florida Housing Finance Corporation.</p> <p>If the Developer receives financing from the Florida Housing Finance Corporation, the SR 100 CRA would be obligated to provide a grant at the time of substantial completion of project construction. If this item is approved, the City would need to amend the SR 100 CRA budget to include an Innovation Fund to pay for this grant and other innovated initiatives.</p>		
<p><b>Recommended Action :</b>            Adopt Resolution 2018-XX approving the Local Government Verification of Contribution Grant form.</p>		

**RESOLUTION 2018 - \_\_\_\_\_**  
**LOCAL GOVERNMENT**  
**VERIFICATION OF CONTRIBUTION GRANT FORM**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION GRANT FORM; AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Housing Trust Group (HTG) has approached the City in expanding a second-phase residential development within the Innovation District;

**WHEREAS**, to expand to a second-phase, HTG will need to qualify for financial funding from the Florida Housing Finance Corporation (FHFC); and

**WHEREAS**, in order to qualify for FHFC funding, the FHFC requires applicants to have local governmental support agreements submitted along with their funding request; and

**WHEREAS**, FHFC requires local governmental support agreements to be made in the form of contribution grants, instead of traditional impact fee assistance agreements; and

**WHEREAS**, HTG has requested to forgo impact fee assistance of \$550,000 from the Innovation Kick Start Program in order to receive \$500,000 grant commitment instead for the second-phase residential development; and

**WHEREAS**, the City desires to meet the needs of our growing community and the developers who are interested in doing so. Thus, the City desires to execute the Local Government Verification of Contribution - Grant Form.

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

- 1.0 APPROVAL OF GRANT FORM.** The City Council of the City of Palm Coast hereby approves the Local Government Verification of Contribution - Grant Form, as attached hereto and incorporated herein by reference as Exhibit "A."
- 2.0 AUTHORIZATION TO EXECUTE.** The Mayor is hereby authorized to execute any necessary documents.

- 3.0 **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.
- 4.0 **CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.
- 5.0 **IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.
- 6.0 **EFFECTIVE DATE.** This Resolution shall take effect immediately upon addition by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 16<sup>th</sup> day of October 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit A –Local Government Verification of Contribution - Grant Form

Approved as to form and legality

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

**FLORIDA HOUSING FINANCE CORPORATION  
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – GRANT FORM**

Name of Development: The Pines at Town Center

Development Location: Central Ave., Central Ave. and Brookhaven Way, Palm Coast  
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of Palm Coast commits \$ 500,000.00 as a grant to the Applicant for its use solely for assisting the proposed Development referenced above. The City/County does not expect to be repaid or reimbursed by the Applicant, or any other entity, provided the funds are expended solely for the Development referenced above. No consideration or promise of consideration has been given with respect to the grant. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this grant must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

The source of the grant is: Municipal Funds for the City of Palm Coast  
(e.g., SHIP, HOME, CDBG)

**CERTIFICATION**

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

_____ Signature	<u>Milissa Holland</u> Print or Type Name
	<u>Mayor</u> Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

# City of Palm Coast, Florida Agenda Item

Agenda Date: October 9, 2018

<b>Department Item Key</b>	4406	<b>Amount Account</b>
<b>Subject</b>	RESOLUTION 2018-XX APPROVING AN AMENDMENT TO THE TOWN CENTER AT PALM COAST DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER (DRI-DO) BY UPDATING SECTION 12, TRANSPORTATION CONDITIONS	
<b>Background :</b>		
<p>The Town Center at Palm Coast Development of Regional Impact Development Order (DRI-DO) was approved in 2003 by Resolution # 2003-13. The DRI was approved for a mix of uses which includes 2,500 dwelling units, 5.4 million sq. ft. of non-residential uses (office, retail, institutional), movie theater, lodging, and nursing home. As part of the approved DRI-DO, development conditions were included to address the project's impacts on public infrastructure and facilities. These conditions included donation of land for bike paths, parks, as well as construction of roadway improvements (extension of Royal Palms Pkwy. to Old Kings Rd.), and cash contributions for roadway improvements (widening of I-95). As part of the DO, the developer receives impact fee credits equivalent to the value of the roadway improvement or cash contribution.</p> <p>The master developer of Town Center has proposed an amendment to the DRI-DO to update the mitigation schedule and clarify transportation projects which are eligible as mitigation projects.</p> <p>The proposed amendment will not alter the approved entitlements for Town Center at Palm Coast. Consistent with existing conditions, the developer will continue to provide biennial reports which includes monitoring reports on crucial segments as identified in the original traffic study for Town Center DRI. These biennial reports will assist in identifying critical road projects which may be funded with impact fees from Town Center DRI.</p> <p>The proposed amendment will provide the flexibility to identify and fund roadway improvements with updated traffic studies (i.e. use of impact fee is made where it is needed and road improvements are appropriately timed with the impacts of development). Finally, the flexibility of identifying additional mitigation projects is necessary since the current list of projects include projects that may not be feasible nor desired such as 6-laning Belle Terre Pkwy. or 6-laning Cypress Point Pkwy.</p>		
<b>Recommended Action:</b>		
Adopt Resolution 2018-XX approving an amendment to the Town Center at Palm Coast Development of Regional Impact		

**RESOLUTION 2018-\_\_\_\_\_**  
**AMENDMENT TO THE TOWN CENTER AT PALM COAST**  
**DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AN AMENDMENT TO THE TOWN CENTER AT PALM COAST DEVELOPMENT OF REGIONAL IMPACT (DRI) DEVELOPMENT ORDER (DO); PROVIDING FOR AUTHORIZATION TO EXECUTE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on July 1, 2003, the City Council of the City of Palm Coast approved the Town Center at Palm Coast Development of Regional Impact Development Order (DRI DO) by means of the adoption of Resolution Number 2003-13, which Resolution and DRI DO were recorded at Official Records Book 959, Page 1509 of the Public Records of Flagler County, Florida; and

**WHEREAS**, on August 2, 2018, Palm Coast Holdings, Inc., and Florida Landmark Communities, LLC, majority owners of the Town Center at Palm Coast DRI, submitted an application to amend the DRI DO; and

**WHEREAS**, on \_\_\_\_\_ the City Council authorized the Mayor to execute an Amendment to the Town Center at Palm Coast DRI-DO and authorized the City Manager, or designee, to take other implementing actions relative to the implementation of this Resolution.

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

**SECTION 1. FINDINGS OF THE CITY COUNCIL.**

(a). The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

(b). The City Council of the City of Palm Coast hereby adopts and incorporates into this Resolution the City staff report and City Council agenda memorandum and packet relating to the application relating to the proposed Amendment to the DRI DO. The exhibits to this Resolution are incorporated herein as if fully set forth herein verbatim.

(c). The City of Palm Coast has complied with all requirements and procedures of Florida law in processing and advertising this Resolution and the associated Amendment to the DRI DO.

(d). This Resolution and the approval of the DRI DO Amendment are consistent with the goals, objectives and policies of the *Comprehensive Plan of the City of Palm Coast*.

**SECTION 2. APPROVAL OF AMENDMENT TO THE DRI DO.** The City Council of the City of Palm Coast hereby approves an amendment to the Town Center at Palm Coast DRI-DO, as set forth in Exhibit “A” to this Resolution.

**SECTION 3. AUTHORIZATION TO EXECUTE.** The amendment shall be executed by the Mayor and the City Clerk, subsequent to execution by the DRI property owner(s) and subsequent to the document having been finalized and revised into a clear and recordable form. Upon full execution, the City Manager, or designee, shall cause the document to be recorded in the Official Records of Flagler County (Land Records) in accordance with the provisions of State Law at the expense of the DRI property owner(s).

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

**SECTION 5. SEVERABILITY.** If any section, sentence, phrase, word or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence phrase, word or portion of this Resolution not otherwise determined to be invalid, unlawful or unconstitutional.

**SECTION 6. IMPLEMENTING ACTIONS.** The City Manager or designee is hereby authorized to take any actions necessary to implement the action taken in this Resolution including the incorporation of the amendment into the existing Town Center at Palm Coast DRI-DO.

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this the \_\_\_\_\_ day of \_\_\_\_\_ 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" First Amended and Restated DRI DO

Prepared by:  
Jose Papa, Senior Planner  
City of Palm Coast  
160 Lake Avenue  
Palm Coast, FL 32164

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

**AMENDMENT TO TOWN CENTER AT PALM COAST**  
**DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER**

This Amendment to the Town Center Development of Regional Impact Development Order (“Amendment”) effective this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between **Palm Coast Holdings, Inc.**, a Florida corporation, and **Florida Landmark Communities, LLC**, a Florida limited liability company, majority owners of the Town Center at Palm Coast DRI (the “Declarant”), whose address is 30 W. Superior St Duluth, MN, 55803, and the City of Palm Coast (the “City”), whose address is 160 Lake Avenue, Palm Coast, Florida 32164.

**RECITALS**

1. On or about July 1, 2003, the City Council of the City of Palm Coast (the “City Council”) adopted Resolution # 2003-13 approving the Town Center at Palm Coast Development of Regional Impact Development Order which is recorded at Official Records Book 959 Page 1509 of the Public Records of the Flagler County, Florida (the “DRI DO”);
2. The DRI DO required numerous offsite improvements including, but not limited to those things identified in Section 12, Transportation, in which it provides among other things, that two (2) additional lanes be added to Old Kings Road between Town Center Boulevard and Palm Coast Parkway (the “OKR Improvements”);
3. On or about July 17, 2013, the City, the Declarant, and other land owners adjacent to Old Kings Road entered into the Funding Agreement Related to Old Kings Road (the “Funding Agreement”), and adopted by the City as recorded in the official records Book 1967, Page 0063 of the Public Records of Flagler County, Florida;
4. The Funding Agreement provides, among other things, an alternative funding source to pay for the construction of the OKR Improvements;
5. The Declarant of the DRI DO filed an application to amend the DRI DO to amend Declarant’s obligation to construct various offsite traffic improvements including but not limited to the OKR Improvements; and
6. The City and Declarant agree to amend the DRI DO as provided herein.

7. This Amendment is consistent with (1) the State's Comprehensive Plan as set forth in Section 187, Florida Statutes, and (2) the City's Comprehensive Plan.
8. The public hearing to consider this Amendment was properly noticed and held by the City Council pursuant to Florida State law and the City's Land Development Code.

**NOW THEREFORE**, be it hereby ordered and resolved by the City Council, that based upon the following finding of facts and conclusions of law, the consent and agreement of the Declarant, and subject to the following terms and conditions, the City Council hereby approves this Amendment, pursuant to the provisions of Section 380.06 F.S., other applicable State laws and the codes and ordinances of the City:

A. Recitals: The aforementioned recitals are taken as true, incorporated herein by reference and made a material part of this Amendment.

B. Amendments:

(1) Section 12 (e) of the DRI DO shall be amended as shown in Attached Exhibit 1.

(2) Section 12 (f) of the DRI DO shall be amended as follows:

(f) Prior to the traffic from the Town Center DRI exceeding 10,444 PM peak hour trips, as reported in the Monitoring Reports, the Developer shall install or cause to be installed a box culvert within the Royal Palm Waterway that will enable Royal Palm Parkway extension to be 4-laned to Old Kings Road without requiring modifications to the I-95 overpass under which the Royal Palm Parkway extension will be located. Alternatively, consistent with Section 12(e) **Phase 2&3 Mitigation Payment/Project**, impact fees generated from the Town Center DRI may fund the box culvert or other regionally significant road project(s) as mutually agreed to and identified by the City and the Developer.

C. Except as modified by this Amendment, the terms and conditions of the Town Center at Palm Coast Development of Regional Impact and Development Order are ratified and confirmed by the parties.

**WHEREFORE**, the parties hereto have caused these presents to be signed all as of the date and year first written above.

WITNESSES:

“OWNER”  
PALM COAST HOLDINGS INC., a Florida  
Corporation

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

By:

\_\_\_\_\_  
Patrick L. Cutshall, Its CFO

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Patrick L. Cutshall, its CFO, on behalf of Palm Coast Holdings Inc., a Florida corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

WITNESSES:

“OWNER”  
FLORIDA LANDMARK COMMUNITIES,  
LLC, a Florida limited liability company

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

By:

\_\_\_\_\_  
Patrick L. Cutshall, Its CFO

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Patrick L. Cutshall, its CFO, on behalf of Florida Landmark Communities, LLC, a Florida limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

CITY OF PALM COAST, FLORIDA

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

ATTEST:

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

APPROVED AS TO FORM AND  
LEGALITY:

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Milissa Holland, Mayor of the City of Palm Coast, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT 1  
SECTION 12(e)**

<b>Phase</b>	<b>Developer's Prop Share (See Exhibit "G" hereto)</b>	<b>Mitigation Payment/Project</b>	<b>Mitigation Schedule</b>	<b>Mitigation Credit*</b>	<b>Excess Credit Applied to Next Phase*</b>
Phase 1	\$3,388,578	<p>(1)\$180,000 cash contribution to the City of Palm Coast Parkway corridor study.</p> <p>(2)\$400,000 contribution to FDOT to redesign the new I-95 structure over SR-100.</p> <p>(3)\$3,250,000 cash contribution to FDOT to construct the new I-95 structure over SR-100.</p> <p>(4)Construct 2-lane connection of Royal Palms Parkway to Seminole Woods Parkway extension (.75 miles)</p> <p><u>(5) Old Kings Road widening from State Road 100 to Town Center Blvd.</u></p>	<p>Within 90 days following the effectiveness of this Order.</p> <p>Within 90 days following the effectiveness of this Order.</p> <p>On or before June 1, 2005.</p> <p>Prior to 5,226 actual PM peak hour trips.</p> <p><u>Prior to 5,226 actual PM peak hour trips.</u></p>	<p>\$180,000</p> <p>\$400,000</p> <p>\$3,250,000</p> <p>\$525,000</p> <p><u>\$1,047,000<sup>(1)</sup></u></p> <p><u>TOTAL</u> <u>\$5,402,000</u></p>	<p>\$966,422</p> <p><u>\$2,013,422</u></p>
Phase 2 & 3	<p><del>\$3,523,607-</del> <del>\$966,422</del> credit from Phase 1 = <del>\$2,557,185</del></p> <p><u>\$11,085,821-</u> <u>\$2,013,422</u> (credit from Phase 1) = <u><b>\$9,072,399</b></u></p>	<p><u>(1) Participation in South Old Kings Road – Special Assessment District to add 2-lanes to Old Kings Road from Palm Coast Pkwy. to Lehigh Canal (intersection with Royal Palm Parkway ext.), incl. 4-lane canal crossing with sidewalks on both sides.</u></p> <p><u>(2) Total Impact Fees paid to the City after December 31, 2018 (excluding from parcels in Special Assessment District) shall be used to fund regionally significant road projects as mutually identified by the City and the Developer. Such projects may include but are not limited to any one or combination of the Roadway/Intersection improvements listed for Phase</u></p>	<p>Prior to 5,226 actual PM peak hour trips</p>	<p><del>\$6,750,000</del></p> <p><u>\$9,072,399</u></p>	

**EXHIBIT 1  
SECTION 12(e)**

		3 on Exhibit "G" hereto, the cost of which is shown on Exhibit "G".			\$4,192,815
Phase 3	\$7,562,214– \$4,192,815 credit from Phase 2 = \$3,369,399	Any one or combination of the Roadway/intersection improvements listed for Phase 3 on Exhibit "G" hereto, the cost of which, as shown on Exhibit "G", equals or exceeds Developer's Proportionate for Phase 3, less credit from Phase 2.  -OR-  Prior to 10,444 actual PM peak hours trips, Developer shall prepare a detailed monitoring and modeling report (the M&M Report). Based on the M&M Report, the City shall identify project(s) req. for mitigation.	As needed to mitigate transportation impacts from Town Center DRI, as determined from the M&M Report.		\$3,369,399
Total Phases 1-3	\$14,474,399			\$14,474,399	

\*The dollar figures expressed herein are 2002 dollars. Phase 2 & 3 projects costs or Phase 2 & 3 funds shall be inflated consistent with the provisions of this agreement at a rate of 4% per annum.

(1)This amount reflects 20% of the Bond Anticipation Loan subject to repayment through the South Old Kings Road Special Assessment District (See Resolution 2013-77). The Owners of the properties within Town Center DRI and also within the Old Kings Road Special Assessment District are responsible for payback of 20% of the Bond Anticipation Loan.

# City of Palm Coast, Florida Agenda Item

Agenda Date: 10/09/2018

<b>Department Item Key</b> 4454	<b>Amount Account</b>
<b>Subject</b> PRESENTATION – DRONES: CITY USES, INTERNAL POLICY AND PROCEDURES	
<b>Background :</b> The Drone Team will provide Council with a presentation relating to the City's use of Drones and the internal policy and procedures for drone use. For information, Staff has attached a copy of internal policy and procedures.	
<b>Recommended Action :</b> For presentation only.	

# City of Palm Coast – Drone Program Code of Conduct



## **Mission Statement**

The City of Palm Coast Drone Program will safely and responsibly make our operations more efficient and will bring value and cost savings to all of our various stakeholders by providing on demand, high quality aerial photography and videography.

## **Terminology**

- UAS – Unmanned aircraft system. For the purposes of this document, “UAS” is equivalent and interchangeable with the term “drone”.
- Drone Pilot – For the City’s purposes, a drone pilot is an employee that has an up to date, FAA Part 107 license and is on the City’s approved list of employee drone fliers.
- Part 107 – This is the 14 CFR Part 107 Small Unmanned Aircraft Systems Rule, as established by the FAA (Federal Aviation Administration). The Part 107 rules and regulations allow pilots who have a current Part 107 license to legally fly small unmanned aircraft systems for commercial use (this includes local government operations).
- FAA – Federal Aviation Administration

## **UAS Operation Rules and Regulations – Federal Level**

Our Part 107 licensed pilots will follow these FAA mandated rules, along with any other operational or UAS requirements issued by the FAA, at all times:

- Unmanned aircraft must weigh less than 55 pounds, including payload, at takeoff
- Fly in Class G airspace\*
- Keep the unmanned aircraft within visual line-of-sight unaided by any other device other than corrective lenses\*
- Fly at or below 400 feet\*
- Fly during daylight or civil twilight (30 minutes before official sunrise to 30 minutes after official sunset, local time)\*
- Fly at or under 100 mph\*
- Yield right of way to manned aircraft and emergency vehicles\*

- Do not fly directly over people\*
- Do not fly from a moving vehicle, unless in a sparsely populated area\*
- Do not operate a small UAS in a careless or reckless manner or under the influence of drugs or alcohol

\*The City of Palm obtaining a Certificate of Authorization (COA) or waiver from the FAA may eliminate or modify compliance for these requirements. Please contact a member of the Drone Team to learn more about this. Otherwise, all pilots will adhere to the Part 107 FAA rules and regulations.

### **Pilot Training and Qualifications**

In order to fly a drone for City related projects, employee drone pilots will have to:

- Have an up to date, FAA Part 107 remote pilot certificate
  - A copy of a valid Part 107 remote pilot certificate will need to be submitted to the Drone Team.
  - When the remote pilot certificate expires, it will have to be renewed or reissued before an employee can fly for the City again.
  - Expiration, revocation or loss of a remote pilot certificate will result in the employee being prohibited from flying drones for the City and removal from the City's approved list of City employees that can fly drones for the City (Approved List).
- Be on the City's Approved List of employee drone pilots
  - The employee must have an up to date Part 107 remote pilot certificate.
  - The employee may not have a history of reckless behavior involving aircraft, manned or unmanned.
  - If the employee is not currently on the Approved List, the Drone Team will evaluate their qualifications and will add them to the Approved List, as listed in the "Pilot Training and Qualifications" section of this document.
- Participate in City led training and Drone Team training involving drones. All pilots will be required to demonstrate that they know how to fly a drone in a safe and compliant manner.

## **Approved list of city employees that can fly drones**

Please refer to the “Approved List” document located in the Drone Team folder of the O:\ Drive. This list is kept up to date by the Drone Team and members are approved if they have an FAA Part 107 remote pilot certificate and have met or exceeded the standards listed in the “Pilot Training and Qualifications” section of this document for safe and responsible flying of drones. Employees must provide documentation that they have a Part 107 remote pilot certificate and must renew their certificate every 24 months (starting from when they obtained the certificate) to participate in the City’s drone operations.

### **Operational Use**

#### *Standard Operating Procedures*

- All UAS will be maintained and kept in airworthy condition, according to the manufacturer’s specifications and related industry standards.
- Prior to any flight, authorized pilots will inspect the UAS to ensure it is airworthy. Pilots will also inspect the UAS after every flight. The drone pilot will report any newly developed damage or defects to their respective City department and the Drone Team.
- Only authorized pilots with an FAA Part 107 remote pilot certificate will be permitted to fly for City operations. An authorized pilot for the City is an employee of the City of Palm Coast that has a current Part 107 remote pilot certificate and is on the approved list of City employees that can fly drones, as decided upon by the Drone Team.
- Authorized City pilots are only allowed to operate the specific City owned UAS they have been approved to operate, per the Drone Team. Also, pilots must be listed on the City’s drone insurance and specifically be listed as an authorized pilot for that drone on the City’s drone insurance policy.
- Pilots will log their flying hours after each time they fly a drone. See Exhibit A of this document. A copy of this document (named Drone\_Pilot\_Logbook.pdf) can be accessed in the Drone Team folder.
- Pilots will notify the Drone Team of planned projects and flights if they are outside normal operations. The Drone Team will then discuss these projects and determine if they are safe and approved to fly.

- Flying in Class B, C, D, and E airspace requires the permission of air traffic control. Obtaining permission can be accomplished by phone call, email, verbally, or through a software application. The drone pilot must keep documentation of any permission issued by air traffic control and provide it to the Drone Team once the flight is completed.
- The pilot will follow all Part 107 regulations at all times, unless a waiver or Certificate of Authorization (COA) has been issued by the FAA to operate outside of these regulations.
- Pilots must comply with all federal and state laws pertaining to the use and operation of drones at all times.

*Emergencies, accidents, and other situations*

- Manned (or unmanned) aircraft near drone
  - The remote pilot in command of the drone will immediately perform evasive maneuvers to avoid the aircraft, and if it is a manned aircraft, will establish a safe altitude level or land the drone so that the manned aircraft can fly uninhibited.
- Power failure of drone
  - The remote pilot in command will safely attempt to track down where the drone landed after a power failure occurred. The drone will then be retrieved and put out of commission until the batteries can be replaced and the drone can be fully repaired. Such an incident must be reported by the pilot to the Drone Team and the City Manager.
- Objects thrown at the drone or firearm discharged at drone
  - The pilot in command should take evasive action, if possible. The drone must be immediately landed in as safe a manner as possible. The remote pilot in command should leave the scene in order to achieve a safe distance. If an object was maliciously thrown at the drone or a firearm was discharged at the drone, the remote pilot in command must call 911 when safe to do so. Such actions are illegal and should be treated with the highest amount of caution. After the pilot's safety is no longer in jeopardy, they should alert the City Manager and the Drone Team about the incident.
- All accidents will be logged and reported to the Drone Team
  - Pilots who do not report accidents or who operate the drone in a careless or reckless manner will have their authorized pilot status from the City revoked by the Drone Team and will be removed from the Approved List. Requests for reinstatement of flying

privileges will be determined by the Drone Team. Any Drone Team member that is involved in an accident or recklessly flies a drone must recuse themselves from any Drone Team decision making until the situation is resolved and the Drone Team member is cleared of any potential violation of the Drone Program Code of Conduct.

- In the event of a crash, the incident must be logged and reported to the Drone Team by the remote pilot in command. A thorough operational check of the drone is required to be conducted by both the pilot and the Drone Team and a Drone Accident Report form must be filled out the remote pilot in command. Please see Exhibit B, attached hereto, for an example of a Drone Accident Report. An official copy of the Drone Accident Report (named Drone\_Accident\_Report.pdf) can be accessed in the Drone Team folder.
- If no damage was sustained to the drone, then it can be approved for flight after it has been thoroughly checked out and test flown.
- If damage was sustained, the drone must be immediately grounded and no longer flown. The Drone Team will report this damage to the appropriate authorities and the City's insurance company and the drone will either be repaired to the manufacturer's original specifications and quality standards or a new drone will be acquired as a full replacement.
- Vehicle Policy applied to drones
  - The remote pilot in command, if having been involved in an accident with a City owned drone, will follow the steps laid out in the City of Palm Coast's Vehicle Policy. The remote pilot in command will have to attend MediQuick and participate in a drug test.
  - Steps to take:
    - Employee (remote pilot in command) shall:
      - Call 911 (if the situation is dangerous).
      - Report drone accident to immediate supervisor.
      - Remain at accident scene until released by your supervisor to report to MediQuick.
    - Supervisor shall, immediately:
      - Notify HR.
      - Notify the Drone Team.
      - Assist staff in collection of all relevant evidence.
        - i.e. pictures of drone damage, etc.

- Send employee to MediQuick (or after hours to Florida Hospital Flagler Emergency Room).
    - For drug/alcohol screening and
    - Post-accident Work Comp medical evaluation.
  - Complete the Work Comp Incident Report (available on the City's internal Intranet) and forward to HR.
  - Forward to Risk Manager:
    - Drone Accident Report (See Exhibit B)
      - A copy of this document (named Drone\_Accident\_Report.pdf) can be accessed in the Drone Team folder.
    - Pictures of damage and scene.
  - Notify Department Head, IT Director, and the City Manager as soon as possible.
- Equipment Policy
  - All City employee remote pilots in command must comply with the City of Palm Coast's equipment policy.

#### *Authorized Uses*

- Flying for department specific projects that fall within the Part 107 rules and requirements
- Flying on and over City owned property
- The pilot must obtain written permission from private land owners in order to fly on and over their property
- Examples of authorized uses\*:
  - GIS and Mapping
    - Obtain imagery of City owned property in order to utilize in the City's GIS systems
    - Assist other departments in damage assessment by collecting imagery of post-disaster areas
  - Damage Assessment after Natural Disasters
    - Floods

- Hurricanes
- Tornadoes
- Assist firefighters
  - Fire scene surveys
  - Storm surveys
  - Aerial photos of building footprints
  - Training exercises
- High quality photography and videography for the Communications and Marketing Department
  - Event coverage
  - Video marketing

\*Note: These are just some of the various ways that drones can be utilized for the City of Palm Coast. Please contact the Drone Team in order to inquire about other uses for the City, current and future.

#### *Prohibited Uses*

UAS equipment shall not be used:

- To record an image of privately owned property or of the owner, tenant, occupant or licensee of such property with the intent to conduct surveillance on the individual or property captured in the image in violation of such person's reasonable expectation of privacy without his or her written consent. See Florida Statutes Section 934.50.
- To conduct surveillance on individuals exercising their constitutional right of free speech and assembly.
- When other manned aircraft are operating in the immediate area.
- If utilizing it in contradiction to the manufacturer's specifications or instructions.
- In any way that would violate the Constitutional Rights of any citizen, or in violation of state or federal statute regarding use of a UAS.
- In situations where there may be an increased risk of injury to others in the operational area.
- To conduct personal business of any type.
- To harass or intimidate any individual or group.
- As a weapon.
- Situations where there may be an increased risk of injury to others.

### *Documentation and Retention of UAS Data*

- Documentation of flights
  - The drone pilot will complete all City and department flight documentation before and after flights.
- Digital media (still images and video) captured by the drone will be retained by the City according to the classification of the digital media's retention schedule set by the State of Florida. This digital media shall not be deleted until the retention requirement for that video or image can be determined.
- Retention Schedule
  - The City Clerk's Division determines the retention schedule based off of the State's GS1 schedule. It is dependent on the video and the captured image(s). Please inquire with the City Clerk to obtain an official copy of the Retention Schedule.
- Certain parts of images can be redacted, as determined by the City Manager, or designee, the Drone Team and by the State of Florida's general records schedule. **See Retention Schedule section of this document.**

## Drone Team Contact Information

- Austin Kladke, GIS Specialist
  - Drone Team Leader
  - [akladke@palmcoastgov.com](mailto:akladke@palmcoastgov.com)
  - Desk Phone: 386-986-4783
- Virginia Smith, City Clerk/Paralegal
  - [vsmith@palmcoastgov.com](mailto:vsmith@palmcoastgov.com)
  - Desk Phone: 386-986-3713
- Jason Giraulo, Digital Communications Coordinator
  - [jgirualo@palmcoastgov.com](mailto:jgirualo@palmcoastgov.com)
  - Desk Phone: 386-986-2484
- Mike LaGreca, Firefighter/Paramedic
  - [mlagreca@palmcoastgov.com](mailto:mlagreca@palmcoastgov.com)



Exhibit B

**UAS CRASH REPORT:**

Date/Time: \_\_\_\_\_ Location: \_\_\_\_\_

UAS: \_\_\_\_\_ UAV Registration #: \_\_\_\_\_

Pilot-in-command: \_\_\_\_\_

Person manipulating controls: \_\_\_\_\_

Visual observer/s: \_\_\_\_\_

Total mission flight time: \_\_\_\_\_ Total UAV hours at time of crash: \_\_\_\_\_

UAS in-service: Yes \_\_\_ No \_\_\_

Description of crash: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Damage sustained to UAS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Estimated cost to repair/replace: \$ \_\_\_\_\_

Crash investigated by: \_\_\_\_\_ Date: \_\_\_\_\_

Cause of crash determination: Yes \_\_\_ No \_\_\_

Crash investigator comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Pilot-in-command

Signature: \_\_\_\_\_ Crash investigator

Signature: \_\_\_\_\_ Chief Pilot

## City of Palm Coast, Florida Agenda Item

Agenda Date: 10/09/2018

<b>Department Item Key</b>	4439	<b>Amount Account</b>
<b>Subject</b>	ORDINANCE 2018-XX A REWRITE OF CHAPTER 9 – ENGINEERING DESIGN & UTILITIES OF THE UNIFIED LAND DEVELOPMENT CODE	
<b>Background :</b>		
<p>Chapter 9 was adopted as part of the City’s Unified Land Development Code (LDC) in 2009, and underwent minor revisions in 2016.</p> <p>The City was issued its first National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit in 2014. The MS4 program was created by the Federal Clean Water Act to protect and improve water quality through proper operation, maintenance and inspection of municipal stormwater facilities. This permit requires the City to establish an NPDES MS4 program to develop, implement and monitor various tasks associated with stormwater management. During the MS4 permit process, local governments are required to implement Best Management Practices (BMPs) that satisfy the minimum Control Measures set forth by the MS4 program.</p> <p>Staff analyzed, drafted and proposed changes to Chapter 9, to address updated requirements within the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit and to align Chapter 9 with the City’s MS4 permit requirements. Upon completion of the draft changes, staff met and collaborated with Flagler County Association of Responsible Development (FCARD) members to obtain input from individuals who frequently utilize these standards.</p> <p>The Planning and Land Development Regulation Board (PLDRB) held a Public Workshop for this item on August 15, 2018. At a PLDRB public hearing on September 18, 2018, the PLDRB found the LDC amendment consistent with the Comprehensive Plan and recommended approval of the ordinance to City Council by a 7–0 vote.</p>		
<b>Recommended Action :</b>		
For presentation and discussion only.		

**ORDINANCE 2018-\_\_\_\_  
AMENDING CHAPTER 9 OF THE  
UNIFIED LAND DEVELOPMENT CODE**

**AN ORDINANCE OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE CITY’S UNIFIED LAND DEVELOPMENT CODE; REPEALING AND REPLACING CHAPTER 9 – ENGINEERING DESIGN AND UTILITIES TO CLARIFY INTENT AND TO REFLECT CURRENT DEVELOPMENT TRENDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote public health, safety, and general welfare of its citizenry; and

**WHEREAS**, changes to Chapter 9 are needed to bring stormwater and engineering standards up to current requirements for the City’s FDEP MS4 Permit; and

**WHEREAS**, the City’s Planning and Land Development Regulation Board (PLDRB) held a public workshop and public meeting to hear public input and discuss these proposed revisions, and found the revisions to be consistent with the Comprehensive Plan; and

**WHEREAS**, at a scheduled meeting on September 18, 2018, the PLDRB voted 7 – 0 in favor of the proposed revisions; and

**WHEREAS**, the City Council finds that these revisions are in the public interest, and do not place a burden on development, but are instead designed to assist developers and citizens in their understanding of the engineering and utility regulations, and in facilitating their implementation; and

**WHEREAS**, the City Council of Palm Coast has determined to repeal the previous version of Chapter 9 and replace it with the following text as shown below.

**WHEREAS**, words with underlined type shall constitute additions to the original text and ~~strike through~~ shall constitute deletions to the original text, and asterisks (\* \* \*) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

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

**SECTION 1. LEGISLATIVE FINDINGS.** The foregoing whereas clauses are incorporated here as legislative findings by this reference and made a part hereof for all intents and purposes.

**SECTION 2. REPEALING AND REPLACING CHAPTER 9 –ENGINEERING DESIGN AND UTILITIES OF THE UNIFIED LAND DEVELOPMENT CODE.** Chapter 9 – Engineering Design and Utilities; is hereby repealed and replaced by the following:

○ **Sec. 9.01. General Provisions.**

- 9.01.01. *Purpose and intent.* The purpose of this section is to set forth engineering design regulations for residential and nonresidential uses as required in this Land Development Code. This section sets forth uniform regulations, requirements, and procedures to protect the health, safety, and welfare of the citizens and to assure quality of life to the citizens of the City. The Land Use Administrator may adopt technical manuals that relate to technical requirements pertaining to the City's water, wastewater, reclaimed water, drainage, street, and other systems.

9.01.02. *Applicability.* The design and construction requirements shall apply to:

- A. Nonresidential and residential subdivision projects (applies to subdivisions with private or public roadway dedications);
- B. Nonresidential and residential construction projects; and
- C. City and other public agency owned projects.

9.01.03. *General requirements.*

A. *Utility lines.*

- 1. Utility lines for all new development projects shall be installed underground. Switchgear, pumps, transformers, and other appurtenances shall be allowed aboveground, but shall be shielded with landscaping as required in this Land Development Code. Connections from distribution lines, mains, and collectors in the public or utility rights-of-way or easements shall be placed underground.
- 2. All redevelopment projects shall relocate existing on-site overhead utility lines underground, within project limits. The Land Use Administrator may allow exceptions to this requirement if it is determined that such relocation is not feasible based upon the unique configuration of the real property.
- 3. For all new private and public development projects, underground communications conduit(s) shall be installed in accordance with City standards.

B. *Traffic control devices.* All traffic control devices shall meet the more stringent requirements of all of the following: 1) the latest edition of the Manual of Uniform Traffic Control Devices, 2) Florida Department of Transportation Design Standards Road and Bridge Technical Specifications, 3) Florida Highway Administration Standard Highway Signs, and 4) Florida Department of Transportation Traffic Engineering and Operations Manuals.

9.01.04. *Construction Plans Submittal Requirements.*

- A. Construction Plans and Calculations shall be prepared, signed, and sealed by a Florida Licensed Professional Engineer or other Licensed Professional qualified in the appropriate field for which the Construction Plans and Calculations are prepared. Plans and calculations shall be submitted for review in accordance with the City's Development Review Process.

- B. The City shall establish submittal checklists relating to the required contents of all Development Review submittals. The checklists shall establish minimum requirements for the contents of Construction Plan and Design Document submittals. Additional information may be requested if the City believes the information is reasonably necessary in support of drainage analysis; including maps, charts, tables, graphs, photographs, narrative descriptions, additional calculations, explanations, and citations to support references as deemed appropriate to communicate the required information for reasonable evaluation of the site.
- C. Grading and drainage plans shall include existing and proposed contours at one-foot (min.) intervals with spot elevations as needed for clarity and to adequately depict drainage patterns.
- D. Topographic survey for half of right-of-way adjacent to project for full length of frontage, including existing driveways and right-of-way intersections within 100-feet of site, showing drainage structures, signage, and utilities.
- E. Section views of all proposed retention/detention ponds, swales, berms, etc. showing 25-year stormwater elevation and top of bank elevation.
- F. Construction details for all proposed manholes, inlets, and other stormwater control structures.
- G. Location, size, length, and elevations of all proposed piping systems and related control structures.
- H. Erosion control plans shall be on a separate sheet with existing and proposed contours.
- I. Legends shown with all abbreviations and symbols identified.
- J. Copies of permits from all regulatory agencies having jurisdiction over the project (prior to commencement of construction).
- K. *Phasing of Development.* The phasing of development is allowed as part of approval of a site plan or a Subdivision Preliminary Plat in accordance with the following standards:
  - 1. Phasing of approved development shall be in keeping with an approved phasing plat that shows phase boundaries and describes included development and improvements.
  - 2. Each phase shall be designed and constructed to include all improvements and other aspects of development necessary to meet all requirements of the Code and all other applicable regulations.

### **Sec. 9.02. Platting Requirements.**

9.02.01. *Purpose.* The purpose of this section is to establish requirements for the subdivision of land in the City and to ensure compliance with F.S. ch. 177.

9.02.02. *Subdivision design standards.* In addition to the requirements stated in other sections of this Code, subdivisions shall be designed according to the following:

- A. *Lots.* All lots shall conform to the dimensional, yard, and building setback requirements of the applicable zoning district development standards. In addition, the following requirements shall apply:
  - 1. *Width.* All lots shall have a minimum street frontage of 20 feet, and those fronting on a curve shall meet the minimum lot width measured at the front setback line. Corner lots shall be 15 percent greater in width than the minimum required width of interior lots.
  - 2. *Depth.*
    - a. Lots along arterial streets shall be deep enough to accommodate the two required front yard setbacks.
    - b. Flag lots are prohibited unless approved as part of a Master Planned Development.
  - 3. *Orientation.* Residential lots shall be designed so vehicular ingress and egress to/from those individual lots is not provided from abutting limited access roadways or arterials.

- B. *Permanent Reference Markers.* A registered land surveyor shall install permanent reference monuments, permanent control points, and state plane coordinates in accordance with State laws and professional standards. These must be inspected by the second party surveyor to certify they have been set in the field prior to final plat approval or recording of the mylar.

9.02.03. *Easements.*

A. *Drainage easements.*

1. Drainage easements of a width required for conveying and maintaining an adequate storm drainage system shall be provided. Minimum width for piped systems shall be fifteen (15) feet plus the pipe diameter, and fifteen (15) feet for open channels plus channel width, measured from top of bank to top of bank. Where deemed necessary by the Land Use Administrator, additional easements and increased width may be required along waterways, natural watercourses, canals, and drainage ways.
  2. Whenever a subdivision lies wholly or partly in any area for which the City has adopted a drainage plan, and is traversed by a natural or designed watercourse for which such plan requires a drainage easement or right-of-way, such easement or right-of-way shall be set forth on the preliminary and final plat and shall be dedicated to the City for public use.
- B. Stormwater storage facilities shall be constructed to provide adequate access for maintenance. An access and maintenance easement of ten (10) feet around the perimeter of wet ponds and five (5) feet around the perimeter of dry ponds, measured from top of bank, shall be provided for detention facilities. Maximum grade for maintenance easement shall be ten (10) percent.
- C. Stormwater management systems must be designed to accommodate maintenance equipment access and to facilitate regular operational maintenance (such as underdrain replacement, unclogging filters, sediment removal, mowing, and vegetation control).
- D. *Utility easements.* Utility easements for both underground and aboveground facilities shall be provided where required by the Land Use Administrator. Such easements shall have a minimum width of ten feet and shall normally be laid out on property lines. In all cases, such easements shall be dedicated to the perpetual use of the public. Where lots abut along a common property line, the easement may be centered along said common property line.
- E. *Pedestrian paths and sidewalk easements.* Pedestrian easements or walkways shall be provided through the interior of lots where such easements are required by the Land Use Administrator. Pedestrian easements shall be at least eight (8) feet wide, or walkway width plus two (2) feet, whichever is greater, and shall be laid out along the side or rear property lines. In all cases, such easements shall be dedicated to the perpetual use of the public.
- F. *Private easements.* Private easements (or spite strips) between the road and the subdivision boundary or between subdivision boundaries shall not be permitted unless conditions are established under which the adjacent parcel can be connected to the road or adjacent property.
- G. *Easements and right-of-way maintenance.* The City will maintain only those easements, rights-of-way, and public sites which it accepts for maintenance.
- H. *Vacation of Easements.* An easement may be vacated by a replat of the plat in which the easement was dedicated, or via a resolution of the City Council, based on the best interests of the public. The only easements eligible for vacation by resolution are easements which have been previously dedicated and accepted, such as with the approval of a plat. The applicant must submit recommendation letters from utility companies; and a survey and legal description of the area to be vacated; and must show that the easement should be vacated due to utility reroute, non-use of the easement, or that the easement is no longer needed for public purposes. The City can vacate only “public” easements located within the City which are dedicated to the City or to the public. Upon receipt of a vacation request, the City Clerk will publish a notice of public hearing, and shall notify property owners within the block where the easement is located of the public hearing by certified mail, return receipt requested. In addition, the applicant must post

the notice at each end of the easement to be vacated, not less than 14 days prior to the public hearing. An affidavit of proof of posting must be submitted to the City Clerk not less than seven days prior to the hearing.

9.02.04. *Plat approval.* Prior to the City Council hearing for approval of a plat, the developer must submit all required documents, recording costs and fees, and:

- A. If infrastructure improvements have not been commenced, a surety bond guaranteeing funds to construct all subdivision public improvements must be provided for City Council approval. After approval, the mylar can be processed for recording; or
- B. If infrastructure improvements have commenced and are continuing in good faith, the final plat can go to City Council without a bond but the mylar will not be processed for recording until all infrastructure is complete, based on City approval of all final inspections in the site development permit, and the submittal of a maintenance bond.

9.02.05. *Performance surety for subdivisions and site plan construction projects.* At such time as the City agrees to accept the dedication of any public improvements, a performance guarantee in accordance with the standards in this section shall be required. To ensure completion of public infrastructure improvements that are required as part of an approved site plan or Final plat (E.g., streets, sidewalks, stormwater management facilities, potable water facilities, wastewater facilities, and streetlights), the developer shall execute performance and maintenance sureties that guarantee the required improvements against all defects in workmanship and materials, including failure to construct or to continue to construct in accordance with approved plans and specifications.

A. *Performance surety.*

- 1. *Plat and site plan performance surety amount.* A plat or site plan surety must be in the form of a cash bond, performance bond, or letter of credit. The cost estimate amount of the surety shall be based on 120 percent of the sum of the following costs, as certified under seal by the project engineer of record:
  - a. Required subdivision public infrastructure improvements costs.
  - b. Costs of all required improvements relating to public road right-of-way.
  - c. Costs of all required off-site public infrastructure improvements.

The amount of surety is subject to approval by the Land Use Administrator.
- 2. *Performance surety release.* Upon completion of all performance surety guaranteed improvements, applicable inspections, and acceptance by the City, performance sureties shall be released by the Land Use Administrator.

B. *Maintenance surety.*

- 1. *Plats and site plans with public improvements maintenance surety.* A maintenance surety for public improvements shall be submitted upon release of the performance surety. The maintenance surety provides a guarantee that the required improvements were completed without defects in workmanship and materials. The term of this guarantee shall be one (1) year from the date of acceptance, unless the Land Use Administrator specifies a longer time frame.
- 2. *Maintenance surety amount.* The amount of the maintenance surety shall be based on twenty (20) percent of the entire actual/present day costs of construction, including the costs of materials and labor for installing the required public infrastructure improvements. Actual costs for installing required public infrastructure improvements shall be itemized by improvement type as certified under seal by the project engineer of record, and subject to approval by the Land Use Administrator.

3. *Maintenance surety release.* The maintenance surety may be released no earlier than one (1) year from the date of acceptance of the required improvements by the Land Use Administrator. This action must be initiated, in writing, by the developer.

9.02.06. *Compliance with design requirements.* All land development improvements shall comply with all the requirements of this Land Development Code, including those which contain design and construction information for the following:

- A. Horizontal and vertical dimensional design requirements.
- B. Roadway, parking, and vehicle access ways.
- C. Pedestrian pathways, sidewalks, and recreational trails.
- D. Storm drainage, potable water, reclaimed water, and sanitary sewer infrastructure improvements.
- E. Clearing, earthwork, and grading.

### **Sec. 9.03. Construction and Inspection Requirements.**

o 9.03.01. *Purpose.*

- A. The purpose of this section is to establish requirements for the inspection of the construction of all site development improvements on both residential and non-residential projects. The construction inspection procedures set forth in this chapter and in the City Technical Standards Manual ensure conformity of construction with approved development orders, this Land Development Code, and any conditions of approval.
- B. Separate construction inspection requirements for water and sewer improvements are established in Part II of this chapter. Inspections shall be performed as required by the Land Use Administrator.

9.03.02. *Commencement of construction.* Commencement of construction or disturbance of land of any type is prohibited unless:

- A. A final development order is issued in conjunction with a site development permit or applicable building permits;
- B. All requisite federal, state, county, and City site work permits for the project are obtained. Certification by the engineer of record, along with copies of all required permits, may be required by the Land Use Administrator.
- C. A preconstruction meeting for the project is scheduled and held with the City, unless deemed unnecessary by the Land Use Administrator.

9.03.03. *Types of inspections.*

- A. The following construction inspections shall be held during the course of the construction of the project infrastructure:
  1. Scheduled mandatory key checkpoint inspections.
  2. Scheduled or requested minor inspections and field conferences.
  3. Unscheduled site visits and inspections.
  4. Stormwater Pollution Prevention Plan (SWPPP) Inspections.
  5. All other inspections required by the governing contract for a specific project.
  6. Scheduled final inspection for punch list work.
  7. Scheduled re-inspection of punch list work.
  8. Scheduled final inspection walkthrough, as required prior to the developer submitting a request for the following:

- a. Release of surety and acceptance by City of a maintenance bond.
- b. Acknowledgement of completion of required subdivision improvements to allow final plat recordation.
- c. Acceptance of roadways dedicated to the City.

9.03.04. *Privately owned bridges.* Privately owned bridges shall meet the design, construction, inspection, maintenance, and reporting criteria in accordance with the Florida Department of Transportation and federal standards.

**Sec. 9.04. Stormwater Management Requirements.**

- o 9.04.01. *Purpose.* The purposes of the stormwater management requirements are:
  - A. To provide for design criteria and construction requirements to achieve effective stormwater management.
  - B. To minimize adverse impacts of land development and related construction activities to property, environmentally sensitive areas, water bodies, and other natural resources.
  - C. To improve the public health, safety, and welfare by providing for the safe and efficient capture and conveyance of stormwater runoff.
  - D. To encourage and facilitate urban water resources management techniques including, but not limited to, the retention/detention of stormwater runoff and the enhancement of the environment.
  - E. To promote low impact development alternative designs and prevent loss of life and/or property due to flooding.

9.04.02. *Activities Requiring a Permit.* A St. Johns River Water Management District Environmental Resource Permit (ERP) is required for construction, operation, and maintenance of a stormwater management system that serves a project meeting any of the following thresholds:

- A. Any project in, on, or over wetlands or other surface waters;
- B. A total of more than 4,000 square feet of impervious or semi-impervious surface area subject to vehicular traffic;
- C. A total of more than 9,000 square feet of impervious and semi-impervious surface area;
- D. A total project area of more than five acres;
- E. A capability of impounding more than 40-acre-feet of water;
- F. Any dam having a height of more than 10-feet, as measured from the lowest elevation of the downstream toe to the dam crest;
- G. Any project that is part of a larger common plan of development or sale;
- H. Any dry storage facility storing ten (10) or more vessels that is functionally associated with a boat launching area; and
- I. Any modification or alteration of a project previously permitted under Part IV of Chapter 373, F.S.

9.04.03. Minimum Design Standards and Performance Criteria.

- A. Design and Performance Criteria for Stormwater Management Systems shall meet the requirements as outlined in St. Johns River Water Management District (SJRWMD) Regulations, contained in the Applicant’s Handbook Volume II (AH Vol II).
- B. The Stormwater Management Plan shall, at a minimum, address the following:
  - 1. Impacts to adjacent and downstream stormwater collection, conveyance, and storage systems resulting from increased runoff rate and/or volume from the project site.

2. Impacts to adjacent and upstream runoff contributing areas that may be hydrologically or hydraulically connected to the project.
3. Impacts to adjacent and downstream areas resulting from sediments and other pollutants that may be carried by stormwater runoff during and after construction.
4. Impacts to “Special Flood Hazard Areas” or “Volume Sensitive” areas associated with the project.

C. Stormwater Treatment and Attenuation.

1. Projects that discharge runoff to downstream areas that are not volume sensitive and have adequate capacity to accept and convey stormwater runoff from the Project site without increasing flood levels shall limit developed peak runoff rates to pre-developed runoff rates for the 5- year 24-hour and 25-year 24-hour design storm events.
2. Projects that discharge runoff to downstream areas that are volume sensitive or do not have adequate capacity to accept and convey stormwater runoff from the project site without increasing flood elevations shall provide detention for the 25-year 96-hour discharge volume for developed conditions, such that the volume released from the project during the critical time period is not greater than the volume released during pre-developed conditions.
3. Projects that contribute to the City of Palm Coast Master Stormwater Management System, as defined in the Palm Coast Comprehensive Land Use Plan (CLUP) Volume 3, shall also be designed and constructed to limit developed runoff rates to pre-developed rates for the 100-year 24-hour design storm event.
4. Projects that are constructed in phases shall meet the minimum design standards for each phase. No phase shall be dependent upon the construction of a future phase in order to meet these requirements.
5. Pond top of bank elevation shall be a minimum of 6-inches above the maximum design storm elevation.
6. The Land Use Administrator (LUA) shall have the right to exempt any project from Section 9.04.03 (C) (1) & (2) above that discharges directly into the Intracoastal Waterway or Atlantic Ocean.
7. Stormwater system analysis shall include Pre-Development and Post-Development runoff hydrographs; routing the Post-Development runoff hydrographs through the stormwater storage system; and sizing of the storage system and discharge control structure(s) to meet the minimum requirements of this Section. Stormwater discharge computations shall include storm frequency, storm duration, rainfall amount, rainfall distribution, hydrologic soil conditions, runoff coefficients, pond stage, storage, and discharge, changes in land use cover and slope conditions, off-site runoff contributing areas, time of concentration, tailwater conditions, and any other changes in hydraulic, hydrologic, and topographic characteristics associated with the development.
8. Control devices that are designed to contain more than two (2) foot depth of water within the structure during the design storm and have openings greater than one foot minimum dimension shall be restricted from public access.
9. All stormwater basin side slopes shall be stabilized by either vegetation or other biodegradable materials to minimize erosion and sedimentation of the basins.
10. Wet detention stormwater management systems shall provide a littoral zone in accordance with AH Vol II.

D. Soils Investigations.

1. A geotechnical report, prepared by a licensed engineer or other professional authorized to perform such work under Florida Statutes, shall be submitted for stormwater storage facilities,

- systems, or open channels used as a dry retention/detention facility designed to contain standing water for less than seventy-two (72) hours after the occurrence of a rainfall event, or using infiltration to meet the requirements of this code. The report shall contain a soil boring log, boring locations, and any parameters that may affect the design or recovery of the facility including, but not limited to: estimated seasonal high water table, hydraulic conductivity, and locations of confining layers.
2. For dry retention systems, soil borings shall be of sufficient depth to determine the wet season high water table and the permeability of the soils.
- E. Water shall not be diverted into a natural buffer area for retention purposes where such water level change will adversely affect the health or survivability of retained trees.
- F. It is presumed that the lowering of the water table for the purpose of constructing detention/retention basins and for the purpose of permanently protecting road construction does not conflict with this Land Development Code if all of the following are met:
1. The development is permitted by the St. Johns River Water Management District and the City;
  2. The lowering of the water table has no adverse effect on wetlands and surface waters as defined in 62-340, F.A.C.; and
  3. The lowering of the water table does not increase flows to the detriment of neighboring lands.
- G. Where stormwater and other waters drain from lands outside the City, facilities within the City shall be designed in accordance with this Land Development Code, as if the entire area being drained was within the City.

9.04.04. *Limiting Conditions.*

- A. Before any offsite discharge from the stormwater management system occurs, the retention and detention storage must be excavated to rough grade prior to building construction or placement of impervious surface within the area served by those systems. Adequate measures must be taken to prevent siltation of these treatment systems, and control structures during construction or siltation must be removed prior to final grading and stabilization.
- B. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with Section 9.04.06. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with Section 9.04.06. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
- C. The stormwater management system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of the site infrastructure. The system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the stormwater management system to another responsible entity.
- D. If the permitted stormwater management system was designed by a registered professional, within fifteen (15) days of providing the required as-built certification to the St. Johns River Water Management District, or 45 days after completion of the stormwater system (whichever occurs first), the permittee must submit to the City a copy of Water Management District Form No. 62-330.310 (1) (As Built Certification By a Registered Professional), signed and sealed by an appropriate professional registered in the State of Florida.

- E. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.

9.04.05. *Collection and Conveyance.*

- A. Stormwater collection and conveyance systems shall be designed, as a minimum, to convey runoff resulting from the 5-year 24-hour storm event. Collector roadway cross drains shall be designed to convey the 10-year 24-hour storm event.
- B. Temporary roadway flooding shall not exceed an elevation that would permit flood water encroachment of more than one-half of a travel lane at the lowest elevation on the centerline profile of a roadway for the 25-year 24-hour storm. Full recovery and use of the roadway must be available at the end of the design storm event.
- C. Stormwater systems serving parking lots, or other non-residential property, shall be designed to collect and convey all stormwater flows into and through the system without creating adverse impacts to adjacent properties. The system shall recover from temporary ponding such that use of the parking area is available at the end of the storm event.
- D. Minimum allowable pipe size for stormwater systems located within the City of Palm Coast right of way shall be 15 inches.
- E. Design storm frequency for open channels shall be as follows:
  - 1. Local roadway swales and ditches; 5-year storm event.
  - 2. Collector roadway swales and ditches; 10-year storm event.
  - 3. Outfall ditches and canals; 25-year storm event.

9.04.06. *Erosion and Sediment Control.*

- A. Erosion and sediment control Best Management Practices (BMPs) shall be used as necessary during construction to retain sediment and turbidity on-site. These management practices shall be designed and certified by an appropriate licensed professional experienced in the fields of soil conservation or sediment/turbidity control according to specific site conditions, and shall be shown on the plans for the stormwater management system. The Permittee shall have a licensed professional provide the contractor, as part of the Erosion and Sediment Control Plan or Stormwater Pollution Prevention Plan (SWPPP), information pertaining to the construction, operation, and maintenance of the erosion and sediment/turbidity control BMPs.
- B. Best Management Practices shall be designed in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (June 2007), and the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual (FDEP July 2008), as both are amended, and shall be shown on the "Grading and Drainage Plan" or on a separate "Erosion Control Plan".
- C. Any sedimentation leaving the site or impacting adjacent areas shall be halted immediately and the adjacent areas restored to pre-existing conditions. Restoration efforts shall be coordinated with FDEP or SJRWMD, as appropriate, to ensure that the restorative activities are consistent with the Statewide Environmental Resource Permitting (SWERP) rules.
- D. All areas disturbed by authorized construction activities shall be sodded, hydro-seeded and mulched, or protected by other appropriate erosion control measures. Banks or berms having a 3:1 slope or steeper shall be sodded.
- E. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven (7) days after the construction activity in that portion of the site has temporarily or permanently ceased.
- F. Damage to private land, public rights-of-way, or other property shall be repaired prior to issuance of a certificate of occupancy. In case of damage to private property or to public rights-of-way, it

shall be the joint and severable responsibilities of the permittee and contractor to make repairs as directed by the Land Use Administrator.

9.04.07. *National Pollutant Discharge Elimination System Stormwater Program.*

- A. The National Pollutant Discharge Elimination System (NPDES) Stormwater Program regulates construction activities that disturb one (1) or more acres of land and discharge stormwater to surface waters of the state or into a Municipal Separate Storm Sewer System (MS4). An MS4 is a conveyance or system of conveyances such as roads with stormwater systems, municipal streets, catch basins, curbs, gutters, ditches, constructed channels, or storm drains. If a project is less than one acre, but part of a larger common plan of development or sale that will ultimately disturb one or more acres, permit coverage is also required.
- B. NPDES Construction Generic Permit (CGP).
  - 1. The operator is ultimately responsible for obtaining permit coverage and implementing appropriate pollution prevention techniques to minimize erosion and sedimentation from stormwater discharges during construction. The operator is the entity with sufficient authority to ensure compliance with the permit requirements. Typically, the operator is the owner, developer, or general contractor.
  - 2. For construction projects where the operator changes, the new operator should obtain permit coverage at least two (2) days before assuming control of the project, and the previous operator should file an NPDES Stormwater Notice of Termination (FDEP Form 62-621.300[6]) within fourteen (14) days of relinquishing control of the project to a new operator. The previous operator must meet the conditions to terminate coverage in accordance with Part VIII of the CGP.
- C. Obtaining Coverage under the CGP.
  - 1. Obtain and carefully read the CGP (available online at the Florida Department of Environmental Protection Website).
  - 2. Develop a site specific SWPPP.
  - 3. Complete in its entirety the application or Notice of Intent (NOI) (FDEP Form 62-621.300[4][b]).
  - 4. Submit the NOI with the appropriate processing fee to the NPDES Stormwater Notices Center (Do not submit plans or a copy of the SWPPP when applying for coverage).
  - 5. Provide a copy of the SWPPP to the City of Palm Coast (MS4 Operator).
  - 6. Operators seeking coverage under the CGP must apply for permit coverage at least two (2) days before construction begins.
- D. SWPPP Contents.
  - 1. The SWPPP must identify potential sources of pollution that may reasonably be expected to affect the quality of stormwater discharge associated with construction activity. In addition, the plan shall describe and ensure the implementation of BMPs that will be used to reduce the pollutants in stormwater discharge associated with construction activity and ensure compliance with the terms and conditions of the permit.
  - 2. The SWPPP must be developed before an NOI is filed in order to receive CGP coverage, and must meet or exceed FDEP requirements. Also, beginning on the first day of construction activities, the SWPPP must be available at the location identified in the NOI.
  - 3. A SWPPP should consist of a narrative and a site map. The CGP also requires a certification statement to be signed by the operator. The SWPPP must be developed and implemented for each construction site covered by the generic permit and must be prepared in accordance with good engineering practices.

4. The narrative report shall include a site description and, at a minimum, the following information about the site:
  - a. Description of the construction activity,
  - b. Intended sequence of major soil-disturbing activities,
  - c. Total area of the site and total disturbance area,
  - d. Description of the soils and estimate of the size of the drainage area for each discharge point,
  - e. Latitude and longitude of each discharge point and the name of the receiving water for each discharge point, and
  - f. Site map indicating drainage patterns and slopes, areas of soil disturbance, undisturbed areas, locations of BMPs, stabilization areas, surface waters/wetlands, and discharge points.
5. Each plan must include a description of the appropriate controls, BMPs, and measures that will be implemented at the construction site. The plan must clearly describe for each major soil-disturbing activity the appropriate control measures and the timing for implementing these measures.
6. The plan shall also identify and ensure the implementation of appropriate pollution prevention and treatment measures for non-stormwater components of the discharge.
7. The preparer of the SWPPP or responsible authority must sign and date the following certification statement as part of the SWPPP:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information. These include the possibility of fine and imprisonment for knowing violations.”
8. Contractor Certification Requirement: All contractors and subcontractors identified in the SWPPP, or those selected at a later date, must sign and date the following certification statement before conducting land disturbing activities on the site:

“I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared there under.”
9. A copy of the NOI or acknowledgment letter from FDEP confirming coverage must be posted at the construction site in a prominent place for viewing (such as alongside the building permit).

E. Retention of Records.

The permittee shall retain copies of the SWPPP and all reports required by the CGP, and records of all data used to complete the NOI to be covered by the CGP, for at least three (3) years from the date that the site is finally stabilized. The permittee shall retain a copy of the SWPPP and all reports, records, and documentation required by the CGP at the construction site, or an appropriate alternative location as specified in the NOI, from the date of project initiation to the date of final stabilization.

F. Notice of Termination (N.O.T.).

Upon completion of the project and final stabilization, the permittee should submit a completed N.O.T. to the NPDES Stormwater Notices Center and the City of Palm Coast. The elimination of stormwater discharges associated with construction activity means that all disturbed soils at the site have been finally stabilized and temporary erosion and sediment control have been removed, or will be removed at an appropriate time.

## **Sec. 9.05. Stormwater Discharge Pollutant Control.**

### *9.05.01. Enforcement.*

- A. All persons in violation of this regulation shall remedy such violations immediately. All persons in violation shall, in addition to all other required remedial actions, upon detection or written notification by the City, provide a written response outlining the temporary and permanent measures that will be taken to correct the violation and a proposed schedule for completion of the corrective measures. All such proposals for corrective action are subject to the approval of the Land Use Administrator.
- B. The Land Use Administrator is authorized to issue cease and desist orders in the form of written official notices hand delivered or sent by certified mail to the person(s) believed to be responsible for the violation or the owner of the property from, or on which, the violation is believed to be occurring. Specific activities and operations may be ordered to cease based upon the following conditions:
  - 1. In a situation that may have a serious effect on the health, safety or welfare of the public or the environment, including the quality of stormwater in the City's MS4; or
  - 2. When irreversible or irreparable harm may result, in the reasonable opinion of the Land Use Administrator, and immediate cessation of the activity is necessary to protect the quality of the stormwater in the City's MS4, or to protect the public or the environment.
- C. Should any person responsible for a violation of this regulation fail to take the remedial action as required by the City, the City may take such remedial action, and all costs incurred by the City shall be the responsibility of the person or persons responsible for the violation, and the City may record a lien against the personal and real property of the violator to recover said costs and to collect all fines and penalties imposed.
- D. In addition to the remedies provided herein, the City may make application to a court of competent jurisdiction for injunctive relief to restrain any person from violating or continuing to violate the provisions of this regulation. In addition, the City may also seek entry of a court order requiring restoration and mitigation of any impacted facilities, land or waters, and may request any other appropriate legal remedy, including reimbursement of court costs. The City shall be entitled to an award of attorney's fees in prosecuting such actions, together with all attorney's fees and costs on appeal.
- E. Any fines or other funds received as a result of enforcement action under this regulation and which are not used for the specific purposes enumerated herein shall be deposited into the stormwater utility fund.
- F. The City may also use the City's Code Enforcement process to enforce violations.

## **Sec. 9.06. Land Modification of Platted Residential Lots.**

### *9.06.01. Clearing and earthwork.*

- A. With proper permits, the City allows the modification of land for purposes such as grading, filling, excavation, unsuitable soils removal, and certain tree removal on vacant residential lots as set forth in Chapter 11, prior to the issuance of a building permit. The only exception is for vacant single-family residential property, where "vacant" is defined as land that is in a natural vegetated state, or land that has been cleared of such vegetation but contains no impervious area.

Persons desiring to modify a residential lot prior to the issuance of a building permit must apply for and obtain a Right-of-Way Access and Lot Grading Permit, and shall be subject to the following general permit conditions:

1. The lot, if vacant of any structures, must be directly adjacent to a lot with a permitted structure and both lots shall be under the same ownership.
  2. Prior to performing any work, a copy of the permit shall be posted on the site.
  3. If wetlands or endangered species are discovered, additional requirements may be imposed by the City to protect natural resources.
  4. A time limit of four (4) months shall be allowed from the date the permit was issued until the work is completed. When the work is completed, a final inspection shall be requested by the applicant. If the work is not completed within four (4) months, the City will monitor the site and may initiate code enforcement procedures. Passing the final inspection shall mean that the work is complete.
  5. The owner shall preserve trees and vegetation in accordance with the tree preservation requirements set forth in Chapter 11.
  6. After completion of the work, the owner of the property shall request a final inspection from the City, which will confirm if the clearing was completed in accordance with the permits.
  7. Prior to the final inspection the following shall be completed:
    - a. Swales shall be graded to the proper grade and cross section.
    - b. After the swale has been graded and prior to sodding, a swale elevation survey shall be prepared by a Florida licensed land surveyor to verify the swale elevations are correct.
    - c. All disturbed areas of the site and public road right-of-way shall be stabilized with vegetation. All rights-of-way and any areas subject to erosion shall be sodded in accordance with the Florida Department of Transportation Design Standards.
    - d. All tree barricades, silt fences, and construction debris shall be removed from the site or adjacent sites, if present.
    - e. Repair of all road damage associated with permitted work shall be jointly and severally the responsibility of the property owner and permittee, and shall be completed prior to the completion or expiration of the permit.
    - f. Replacement trees, if required, shall be planted.
- B. Vacant lots are exempt from this permit if the lot is only to be cleared by hand cutting of non-protected trees and removal of existing vegetation. This includes mitigation type mowing for wildfire control/mitigation. This exemption only pertains to platted single-family residential lots and not adjacent reserve parcels, unplatted lands, or stand-alone lots of any type.

9.06.02. *Construction on platted residential lots.*

- A. Residential dwelling units, other structures, and surrounding site work on platted single-family residential lots, shall be designed and constructed in conformance with this Land Development Code. Property owners or their agents shall obtain a building permit from the City prior to the construction of any aboveground or underground structure.
- B. In addition to a building permit, a Right-of-Way Access Permit shall be obtained from the City.

**Sec. 9.07. Utilities.**

- 9.07.01. *Purpose.* The requirements and regulations contained in this section are established to ensure the adequate provision of potable water (water), fire protection/suppression, sanitary sewer (wastewater), and reclaimed water facilities necessary to:

- A. Meet City level of service requirements;
- B. Provide adequate service capacities for individual projects; and
- C. Meet the requirements of other related codes and standards adopted by the federal, state, City, or regional agencies.

9.07.02. *General requirements.*

- A. *Connection to the city utility system.* Unless specifically allowed otherwise herein, all water, fire protection/suppression, sanitary sewer, and reclaimed water improvements shall be designed to connect to the City's central utility systems.
- B. *Construction standards.* The design and construction of facilities for providing water, fire protection/suppression, sanitary sewer, and reclaimed water shall comply with City standards and state regulations.
- C. *Private potable wells.* The City will allow the use of individual potable water wells if approved by the St. Johns River Water Management District. However, for all new development that requires site plan or subdivision approval that is within one (1) mile of central service, the development shall be required to connect to the central service. For development that does not require site plan or subdivision approval, the development shall be required to connect to the potable water system if central service is available within 150 feet of the lot line. In the event that central service is not available in either instance, the development shall be required to connect within one (1) year from the date that central service becomes available.
- D. *Private non-potable wells.* Irrigation systems and swimming pools may be served by a separate private water supply system provided that no interconnection of any kind occurs between the private system and the public utility system, its water mains, the utility's water service line, the customer's water service line, a building's potable water plumbing pipes, or any pipe or line connection or extension, and then only if reclaimed water service is not available. If and when available on the property, reclaimed water shall be used for all appropriate uses. The design, permitting, construction, and use of this type of well shall comply with the most current regulations of the Flagler County Health Department, the Florida Department of Environmental Protection, and the St. Johns River Water Management District, as appropriate.

9.07.03. *Potable water system.*

- A. *Conditions precedent to water services.*
  - 1. Water service may be activated if all permit conditions of the Florida Department of Environmental Protection are completed and the water distribution system has been approved and accepted by the City.
  - 2. Except where otherwise permitted, all new development shall connect to the City's potable water system. New development shall pay all impact, installation, and line extension fees prior to the issuance of building permits or the initiation of service.
- B. *Required meters.*
  - 1. All residential facilities shall have individual meters for each dwelling unit unless a master meter installation is approved by the City in a utility agreement.
  - 2. The property owner shall keep meter sites readily accessible with a minimum four (4) feet of clearance around the meter/backflow assembly for meter reading and maintenance.
- C. *Water mains location/sizing.*

1. Trunk lines shall have a pipe diameter meeting minimum requirements for fire flow and user consumption based on Florida Department of Environmental Protection regulations and standard engineering practices. Water mains shall be located within a public right-of-way or within a corridor (private rights-of-way) approved by the Land Use Administrator. All mains to which fire hydrants are connected shall be a minimum of six inches in diameter and in conformance with National Fire Protection Association (NFPA) standards. In no case shall a water main be smaller than four inches. To the maximum extent feasible, distribution lines shall be located parallel to and behind the back of the curb or edge of the pavement. Water mains shall be located to minimize conflicts with other utilities and existing or proposed structures.
  2. All new development service lines and appurtenances thereto shall be installed and all costs shall be paid by the applicant. Upon construction completion and acceptance of the system, it shall be the design engineer's responsibility to ensure that the system is properly certified and accepted by the Florida Department of Environmental Protection, and that certified "as-built" drawings, consisting of one signed and sealed set of plans plus a CD (compact disc) containing electronic files are provided to the City in accordance with City standards. Under no circumstance shall the system be activated by anyone other than the Land Use Administrator.
- D. *Booster pumps/fire protection systems.* It is prohibited and unlawful to modify or connect any booster pump or fire protection system to the City's potable water distribution system or to any water distribution system to which the City supplies water, except for consecutive public water systems, without the express written permission of the Land Use Administrator.
1. Any person planning to connect or modify any booster pump or fire protection system shall submit a detailed plan prepared by a Florida professional engineer to the Land Use Administrator for review and approval.
  2. After submission of a detailed plan for connection or modification, the Land Use Administrator may approve the plan, with or without specified conditions or modifications, or reject the plan.
- E. *Potable water backflow prevention devices.* All new construction shall have installed, on all potable water and fire prevention system lines, a backflow prevention device acceptable to Florida Department of Environmental Protection and of a size and design determined to be appropriate by the Land Use Administrator. All residential construction shall have a double-check device that shall be supplied and installed by the City at the owner's expense. All commercial lines two (2) inches or smaller shall have a reduced pressure zone backflow preventer installed by the City at the owner's expense. All commercial or industrial construction lines larger than two (2) inches shall have a reduced pressure zone backflow preventer or double-check detector/device (fire line only). The City approved device shall be installed at the owner's expense by a licensed contractor, inspected by the City, and certified by a licensed and certified backflow prevention technician or a certified City backflow prevention technician. All backflow prevention devices shall be installed and maintained in accordance with City standards.
- F. *Fire line devices.* All fire line devices shall be installed and certified by a licensed fire protection contractor. The device shall be installed at a location determined by the Land Use Administrator. Where the device must be installed on private property, the location is subject to approval by the property owner. Backflow prevention devices on fire lines must be UL (Underwriters Laboratories) listed for fire protection systems. Backflow preventers shall be installed and maintained in accordance with City standards.
- G. *Cross connections and interconnections.* It is unlawful for any person to cause a cross connection with the City's potable water system, reclaimed water system, wastewater system, or raw water system. All service connections shall comply with the City standards.
- H. *Connection/temporary connection.*

1. The owner of each lot or parcel of land within the City proposed for occupancy for any use shall cause such building, structure, or use to be connected to the public water distribution system of the City, and shall use such facilities at the same time as a certificate of occupancy is issued, or sooner, with prior approval by the City.
  2. For temporary connection to the City water system for construction not involving new lines, a metered connection to a fire hydrant may be permitted. The meter and backflow preventer shall be supplied by the City and the user must comply with City standards.
- I. *Utility line extensions—Service line extensions.* Service line extension requests shall be submitted to the Land Use Administrator for approval. If approved, the applicant may proceed with the installation of the service line extension after coordinating installation with the Land Use Administrator. All costs associated with the utility line or service line extension shall be the applicant's responsibility. All work and connections shall be performed by a Florida licensed contractor licensed to perform underground utility work.
- J. *Utility main extension reimbursement policy.*
1. *Procedure for the utility main extension reimbursement policy.* In the event that any person or developer is required by the City to extend water, sewer, or reclaimed water lines or increase line size to a size larger than the minimum line size required for that development's needs, that person or developer may request reimbursement for the additional cost of such extension or increased line size in accordance with the following procedures:
    - a. Engineering drawings and design calculations shall be submitted to the Land Use Administrator indicating the size and location of the proposed lines or the appurtenances thereto. The submittal shall also include preliminary cost estimates showing the cost difference for construction of the proposed oversize main versus the cost for the minimum size main that would be required to serve the parcel or development in accordance with the City's design standards.
    - b. The Land Use Administrator shall review the entire submittal and shall make a determination of the eligibility of the proposal for reimbursement, based on the conformity of the proposed improvements with City standards and with the criteria established in Subsection 9.06.03.C.
    - c. The City may enter into an agreement for reimbursement with the person making the submittal based on a finding that the trunk line(s) and appurtenances thereto comply with City standards. The agreement between the City and the person or developer will, at a minimum, include timeframes and conditions of reimbursement. The trunk line(s) and appurtenances are required to be appropriately sized and located. Adequate water and sewer treatment plant capacity must exist for the area anticipated to be served.
- 9.07.04. *Sanitary sewer systems, industrial wastes, and low pressure effluent pumping system.*
- A. *Conditions precedent to wastewater service.* Wastewater service will be available only after all permit conditions of the Florida Department of Environmental Protection are complied with and the wastewater collection system has been approved and accepted by the City.
- B. *Wastewater connection required.*
1. Except where otherwise permitted, all new development shall connect to the City's sewer system, as required by state law. New development shall pay all impact, installation, and line extension fees prior to the issuance of building permits or the initiation of service.
  2. If the City sewer system is available as defined by law, all existing development is required to connect within one year from the date of notice of system availability. The owner of the property shall pay for all connection impact, installation and line extension fees.

3. Upon agreement by the City, and approval of the Department of Health, connection to the City sewer system may be deferred until it is deemed in the public interest to make connection mandatory due to financial or public health considerations.
4. The City may refuse wastewater from any lot or parcel of land upon which there is located any institutional, commercial, or industrial plant, building, or premises that does not comply fully with City standards; or that does not utilize City water; or that does not supply proper metering of its wastewater.
5. The discharge of wastewater into the City sanitary sewer system from air conditioning/heating units is prohibited.

C. *Wastewater design and inspection.*

1. The developer shall install house or site service connections. Each property connected to the sanitary sewer system shall have a cleanout or manhole located at the property line for cleaning the service from the cleanout to the sanitary main.
2. It is prohibited and unlawful to enter the City sewer system or appurtenance thereto, or make any connections thereto without the approval of the Land Use Administrator. It is unlawful for any person to tap, cut, or in any way use any line, branch, or part of the City sewer collection or sewage treatment facilities without such approval.
3. The Land Use Administrator, as a condition of the City providing utility service, shall be permitted to enter upon all properties for the purpose of inspection, observations, measurement, sampling, and testing.

D. *Lift (pumping) stations.* All lift stations to be dedicated to the City for ownership and maintenance shall conform to the requirements of this section and City standards and shall be designed as submersible stations.

1. Prior to the construction of a lift station, the applicant's engineer shall submit construction drawings and design calculations for review and approval by the City.
2. All lift stations shall be dedicated by a fee simple interest conveyance to the City for ownership and maintenance responsibility, unless otherwise approved by the Land Use Administrator.
3. Lift station sites shall have unimpeded access for emergency maintenance vehicles and shall restrict access to the wet well, valve vault, and electric control panel to prevent entry by unauthorized individuals.

E. *Industrial waste pretreatment and disposal.*

1. Generators of industrial waste that are deposited into the City sanitary sewer shall comply with the pretreatment and disposal requirements of the City.
2. All users shall comply with Florida Department of Environmental Protection permit conditions and any other applicable federal and state regulations to which the Publicly Owned Treatment Works are subject.
3. All pretreatment and disposal systems and appurtenances shall be designed to meet all applicable requirements of the Florida Department of Environmental Protection, Flagler County Health Department, and the City, to prevent the introduction of pollutants into the sanitary sewer system which will interfere with the proper functioning of the system or cause or contribute to the contamination of receiving waters or the atmosphere.

9.07.05. *On-site wastewater treatment/disposal systems.* On-site wastewater treatment may be permitted by the City only in the EST-1, EST-2, and AGR Districts and in conformity to this section.

A. *Permit required.* A septic tank permit shall be obtained from the Flagler County Health Department prior to the issuance of a building permit. However, a building permit shall not be

issued for the construction of such facility unless consistent with the Comprehensive Plan and this Land Development Code.

B. *Design and performance standards.*

1. A copy of the permit received from the Flagler County Health Department and all related information or documentation shall be submitted to the City.
2. Individual wastewater treatment/disposal systems, such as septic tanks, shall be located in an area that can be incorporated into a central sewer system when available. Systems shall be constructed and operated to ensure that they, either on an individual or cumulative basis, will not adversely impact public health or natural resources or cause undue expense to the City.
3. On-site wastewater treatment is prohibited in areas served by centralized wastewater treatment. Where septic tank use is permitted, septic tank systems shall be installed in conformance with the Flagler County Health Department requirements. Development shall be prohibited unless an alternative on-site disposal system (e.g., package-type wastewater treatment plant) is determined by the Land Use Administrator to be sufficiently effective to prevent degradation of adjacent surface waters or groundwater by the Florida Department of Environmental Protection, Flagler County Health Department, and the City, and provisions for the plant's eventual retirement and connection of the development to the central sanitary sewer system are adequate and binding.
4. The installation of on-site sewage disposal and treatment systems on sites one acre or less is prohibited. Sites greater than one acre of contiguous upland area in areas designated as Greenbelt on the City's Future Land Use Map that are served by municipal potable water service may be served by on-site sewage disposal systems if site environmental factors are appropriately addressed and the systems are installed in accordance with all applicable state and local regulations. If public potable water supply service is not available, the minimum site for the installation of on-site sewage disposal systems shall be two acres.

9.07.06. *Interim "package-type" wastewater treatment facilities.* The use of interim or package-type wastewater treatment facilities shall be subject to approval by the City Council based on an agreement that specifically provides for the eventual transition to City facilities. These facilities shall meet the following design and performance standards.

- A. Small package-type wastewater treatment plants, as defined below, shall not be permitted in areas where improper levels of treatment and/or inadequate effluent disposal may result in adverse impacts on water or other natural resources (e.g., groundwater aquifers and surface water systems), unless the plant's owner provides sufficient financial resources or surety for the City to assume responsibility for operating and maintaining the collection, treatment, and effluent disposal components in compliance with regulatory requirements and standards. The following minimum criteria and procedures shall be adhered to in the implementation of this Code:
1. Small package-type wastewater treatment plants are defined as prefabricated and component assembled plants of 100,000 gallons or less per day of treatment capacity, or any plant which is considered or identified to be of an interim nature.
  2. The location and siting of such facilities shall be limited to areas where improperly treated effluent shall not adversely impact the quality of regional water resources by lateral surface/subsurface flow or by percolation.
  3. Existing package-type or interim wastewater treatment plants currently meeting treatment and effluent quality standards may continue to be operated if the facility is being properly operated and maintained and wastewater treatment and effluent standards are continually being met.

4. Measures shall be undertaken to assure the provision of financial resources by wastewater treatment plant owners to adequately cover the costs of rehabilitating, operating, and maintaining each wastewater treatment and disposal facility, and of connection to regional facilities, if applicable, at the appropriate time.
- B. Interim or package-type wastewater treatment facilities shall connect to the municipal sanitary sewer system when the access to the system becomes available. The following criteria and procedures shall be adhered to in the implementation of this standard:
1. Package-type or interim wastewater treatment plants currently meeting treatment and effluent quality standards may continue to operate if:
    - a. The facility is properly operated and maintained and wastewater treatment and effluent standards are satisfactorily met; and
    - b. The facility is phased out at the option of the City, without cost to the City, and connected to the City system when sufficient capacity is available.
  2. When a private facility is phased out and connected to the City sewer system, all costs of connection to the central system and discontinuing the interim use is the obligation of the owner of the private facility.
- C. Where soil conditions permit, an interim package treatment plant may be permitted if:
1. Sewer lines and lift stations are constructed to City standards;
  2. Impact fees for future connections to the City system are paid or a surety is provided; and
  3. The developer agrees to discontinue operation of the package plant and connect to the City system, when available.
- D. Existing development with central wastewater treatment shall connect to the City system as soon as possible after the City system is available or if the existing system is found to have deficiencies that are likely to create a serious health or pollution problem. Property owners shall pay the impact fee and connection fee then in effect.
- 9.07.07. *Reclaimed water systems.* Reclaimed water system construction and materials shall comply with City standards.
- A. *Conditions precedent to reclaimed water services.* Reclaimed water service shall be activated only after all permit conditions of the Florida Department of Environmental Protection are completed and the reclaimed water distribution system has been approved and accepted by the City.
  - B. *Compliance with state regulations.* In the operation and use of the City's reclaimed water system, the City and all users shall at all times comply with all applicable regulations of the Florida Department of Environmental Protection relative to the reuse of reclaimed water.
  - C. *Design and performance standards.* All reclaimed water systems shall meet applicable requirements of the Florida Department of Environmental Protection and the City.
  - D. *Connection permit required.* It is prohibited and unlawful to connect to any public reclaimed water main or appurtenance without prior approval from the Land Use Administrator and the acquisition of all required state and local permits.
  - E. *Reclaimed water lines.* All new developments shall provide a reclaimed water system for irrigation purposes, unless otherwise approved by the Land Use Administrator. If reclaimed water is not available at the time of construction, a connection shall be provided with backflow prevention to the potable water system until the reclaimed water is available.

**Sec. 9.08. Outdoor Lighting Requirements.**

9.08.01. *Purpose.* This section provides specific development requirements to regulate outdoor lighting in order to provide for sufficient lighting levels to meet use needs, but to reduce or prevent light pollution and light disturbance. Reducing or preventing light pollution means, to the extent reasonably possible, ensuring the reduction or prevention of glare and light trespass, the conservation of energy and the promotion of safety and security, in general conformity with the "dark sky" goals and recommendations.

9.08.02. *Approved materials and methods of installation.* The provisions of this section are not intended to prevent the use of any material or method of installation not specifically proscribed by this section, if any such alternate has been specifically approved. The Land Use Administrator may approve any such alternate if the proposed design, material, or method:

- A. Provides approximate equivalence to the specific requirements of this section; or
- B. Is otherwise satisfactory and complies with the intent of this section.

9.08.03. *Shielding and filtering.* All outdoor light fixtures shall be fully shielded as required in this section. All outdoor light fixtures required to be filtered by this section shall have glass, acrylic, or translucent enclosures (quartz glass does not meet this requirement).

9.08.04. *Requirements for shielding and filtering.* The requirements for shielding and filtering light emissions from outdoor light fixtures are set forth in the following table:

Table 9-1: Requirements for Shielding and Filtering

Fixture Lamp Type	Shielded	Filtered
Low Pressure Sodium	None	None
High Pressure Sodium	Fully	None
Metal Halide	Fully	Yes
Fluorescent	Fully	Yes
Quartz	Fully	None
Incandescent Greater than 160 W	Fully	None
Incandescent 160 W or less	None	None
Mercury Vapor	Not permitted	Not permitted
Glass Tubes filled with Neon, Argon, Krypton	None	None

9.08.05. *Parking lot lighting.* General exterior lighting shall provide adequate illumination to safely guide vehicles and pedestrians into, out of, and within a site, and deter vandalism. Exterior lighting sources shall render colors faithfully so that pedestrians and vehicle operators are able to distinguish colors and differentiate objects within their field of vision and be arranged so as to eliminate on-site glare and spillover onto adjacent properties, public streets, and highways.

- A. *Plan required.* An illumination plan prepared by a Florida licensed professional engineer with expertise in the field of illumination shall be submitted for each parking facility. Each parking facility shall meet the pedestrian security requirements as set forth in Section 14 of IESNA - RP-20-98 Lighting for Parking Facilities, 1998 or current edition. Such plan shall comply with all requirements as outlined in this section.
- B. *Full cutoff light fixtures.* Luminaires shall be designed to ensure that no candela occurs at or above an angle of 90 degrees above the horizontal plane (nadir). This applies to all lateral angles around the luminaire. Such candela information shall be determined by a photometric test report (plan) from the lighting contractor. Any structural part of the luminaire for all types of lighting providing cutoff angle shielding shall be permanently attached, except that accent uplighting for trees and building walls may be allowed to exceed the 90-degree angle plane, subject to review and approval by the Land Use Administrator if determined to provide an equivalent public benefit.

- C. *Shielding requirement.* Lighting shall be designed to prevent direct glare, light spillage, and hazardous interference with automotive, aircraft, and pedestrian traffic on adjacent streets and on all adjacent properties.
- D. *Design requirement.*
  - 1. The maximum height of light poles in areas other than pedestrian areas shall be 35 feet, including the base. Light poles exceeding 35 feet in height shall not be allowed unless approved through a special exception use order or development agreement. For pedestrian areas, the maximum height of a light pole shall be 16 feet, including the base.
  - 2. Fixtures shall be designed as integral design elements that complement the design of a development through style or by blending into the landscape material. Bright colors such as primary and secondary colors including, but not limited to, white, are prohibited for light pole uses.
  - 3. Light poles shall not be placed in required parking lot landscape islands of less than 500 square feet or anywhere else on the site where they will conflict with existing or proposed shade trees. Light pole locations shall be depicted on all sets of site plans to ensure no conflicts between utilities and landscaping.
  - 4. Full lighting details shall be supplied for light fixtures (to include lumens and wattage), poles, and photometric plans.

9.08.06. *Roadways.* All new development abutting or containing public or private roadways shall provide street lighting within those roadways meeting the following requirements:

- A. *Installation.* All infrastructure associated with lighting shall be installed; including, but not limited to, pole boxes, conduits, etc.; concurrent with the development.
- B. *Plan required.* An illumination plan prepared by an expert in the field of illumination shall be submitted for each roadway segment that is adjacent to the proposed development and required by the Land Use Administrator to be illuminated. The illumination requirements for roadway facilities shall meet the more stringent standards set forth in American National Standards Institute, Illuminating Engineering Society of North America (ANSI/IESNA) RP-8-00 (R2005) and Florida Department of Transportation Standards (latest editions). Such plan shall comply with all requirements as outlined in this section.
- C. *Full cutoff light fixtures.* Luminaires shall be designed to ensure that no candela occurs at or above an angle of 90 degrees above the horizontal plane (nadir). This applies to all lateral angles around the luminaire. Such candela information shall be determined by a photometric test report (plan) from the lighting contractor. Any structural part of the luminary for all types of lighting providing cutoff angle shielding shall be permanently attached, except that accent uplighting for trees and building walls may be allowed to exceed the 90-degree angle plane, subject to review and approval by the Land Use Administrator if the lighting is determined to provide an equivalent public benefit. All light fixtures shall be standard fixture types as determined by the City.
- D. *Shielding requirements.* Lighting shall be designed to prevent direct glare, light spillage, and hazardous interference with automotive, aircraft, and pedestrian traffic on adjacent streets and on all adjacent properties.
- E. *Design requirements.*
  - 1. Light pole locations shall be depicted on all sets of the plans to ensure that no conflicts exist between proposed utilities and proposed landscaping.
  - 2. Full lighting details shall be supplied for light fixtures (to include lumens and wattage), poles, and photometric plans.

9.08.07. *Prohibitions.*

- A. *Outdoor building, landscaping, and signs.* The unshielded outdoor illumination of any building or landscaping is prohibited except for incandescent fixtures with lamps of 100 watts or less.
- B. *Mercury vapor.* The installation of mercury vapor fixtures is prohibited.

9.08.08. *Exemptions.*

- A. *Nonconforming fixtures.* Outdoor light fixtures installed prior to August 19, 2008 are exempt from the provisions of this section; provided, however, that no change in use, replacement, structural alteration, or restoration of outdoor light fixtures may be made unless it thereafter conforms to the provisions of this section.
- B. *Ornamental lighting.* Ornamental street lighting is exempt from the provisions of this section and is a permitted lighting installation.
- C. *Construction and emergency lighting.* Lighting necessary for construction or emergencies is exempt from the provisions of this section if temporary and discontinued immediately upon the completion of the construction work or abatement of the emergency necessitating said lighting.
- D. *Searchlights.* The use of searchlights is prohibited unless a permit specifying conditions is issued by the Land Use Administrator.
- E. *Request for exemption.* Any person may submit a written request for an exemption from the requirements of this section. The request for exemption shall be submitted in writing to the Land Use Administrator and shall contain the following information:
  - 1. Specific exemption requested.
  - 2. Type and use of exterior light involved.
  - 3. Duration of time for requested exemption.
  - 4. Type of lamp and calculated lumens.
  - 5. Total wattage of lamp or lamps.
  - 6. Sketch to scale showing location of proposed exterior light.
  - 7. Previous exemptions granted, if any.
  - 8. Physical size of exterior light and type of shielding provided.
  - 9. Any additional information required to make a reasonable evaluation of the request for exemption.

**SECTION 3. AMENDMENT TO SECTION 14.02. – “GLOSSARY” OF THE UNIFIED LAND DEVELOPMENT CODE.** Section 14.02. - “Glossary” of the City of Palm

Coast Unified Land Development Code is hereby amended as follows:

**Sec. 14.02. Glossary.**

*Best management practices (applies only to Chapter 9): Schedules of activities, prohibitions of practices, maintenance procedures, treatment methods and other management practices to prevent or reduce pollutants from entering or discharging from the City stormwater system.*

*Best management practice (or “BMP”)(does not apply to Chapter 9):* A practice, activity, procedure, technique, program, methodology, or any combination thereof that, through experience and research, has proven to reliably lead to a desired result. A commitment to using the best management practices in any field is a commitment to using all the knowledge and technology at one's disposal to ensure success.

*City Stormwater system (or “MS4”):* A conveyance, storage area or system of conveyances and storage areas (including, but not limited to, roads with drainage systems, streets, catch basins, curbs, gutters, ditches, manmade channels, storm drains, treatment ponds and other structural BMPs), owned

or operated by a city that discharges to waters of the United States or to other MS4s, that is designed solely for collecting, treating or conveying stormwater, and that is not part of a publicly owned treatment works (POTW), as defined by 40 Code of the Federal Register 403.3.

Construction (does not apply to Chapter 9): Any activity including erection, fabrication, installation, alteration, demolition, or removal of any structure, facility, or addition thereto, including all related activities, but not restricted to, clearing of land, earth moving, blasting, and landscaping.

Construction activities (applies only to Chapter 9): The creation, alteration or abandonment of any project, including placement of fill, land clearing, earthwork, or the placement or removal of structures. Cutting of trees or removal of vegetation is not considered land clearing, except where it involves stump removal, root raking, or grubbing.

Drainage Area: The watershed (acreage) contributing surface water runoff to the City’s stormwater management facilities or systems.

Pollutant: Includes, but is not limited to, dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.), heat, wrecked or damaged equipment, rock, sand and industrial (excepting the county's discharges), and agricultural waste discharged into the MS4, and including other materials which the City Manager or designee or federal or state regulatory agencies may deem appropriate to be included.

Reuse: The deliberate application of reclaimed water, in compliance with the Florida Department of Environmental Protection and St. Johns River Water Management District rules, for a beneficial purpose.

Right-of-way: Land in which the City owns the fee or has received a dedication for, or has an easement devoted to, or required for, the use of a public road, the use of stormwater management, or any other public use, including for medians, sidewalks, and driveways.

Road: Means and shall include streets, alleys, highways, sidewalks, bike paths, driveways, medians, and any other ways open or unopened to travel by the public, including the road bed, right-of-way and all culverts, drains, ditches, inlets, stormwater facilities, embankments, bridges, retaining walls, guardrails or other appurtenances necessary for the maintenance of travel.

Runoff (applies only to Chapter 9): The draining away of water (or substances carried in it) from the surface of an area of land, building, or structure.

Runoff (does not apply to Chapter 9): Relating to flood damage protection, that portion of precipitation that is not intercepted by vegetation, absorbed by the land surface, or evaporated, and thus flows overland into a depression, stream, lake, or ocean (runoff, called immediate subsurface runoff, also takes place in the upper layers of the soil).

Stormwater: Water collected or collecting as a result of natural precipitation.

Surface water (applies only to Chapter 9): Water upon the surface of the earth, whether contained in bounds created naturally or artificially or diffused. Water from natural springs shall be classified as surface water when it exits from the spring onto the earth’s surface [Section 373.019(21), F.S.]

Surface water management system: A dam, impoundment, reservoir, appurtenant work or works, or any combination thereof. The terms "surface water management system" or "system" include areas of dredging or filling as those terms are defined in F.S. §§ 373.403(13) and 373.403(14).

Water or Waters in the State: Any and all water on or beneath the surface of the ground or in the atmosphere, including natural or artificial watercourses, lakes, ponds, or diffused surface water and water percolating, standing, or flowing beneath the surface of the ground, as well as all coastal waters within the jurisdiction of the state. [Section 373.019(22), F.S.]

**SECTION 4. APPLICABILITY.** This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

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

**SECTION 6. CODIFICATION.** It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Unified Land Development of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, “Ordinance” may be changed to “Section,” “Article,” or other appropriate word.

**SECTION 7. CONFLICTS.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

**SECTION 8. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

**APPROVED** on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**ADOPTED** on second reading after due public notice and hearing this \_\_\_\_\_ day of \_\_\_\_\_, 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

# City of Palm Coast, Florida Agenda Item

Agenda Date: 10/09/2018

<b>Department Item Key</b>	4440	<b>Amount Account</b>
<b>Subject</b>	ORDINANCE 2018-XX AMENDING CHAPTER 24 – ENVIRONMENT OF THE CODE OF ORDINANCES	
<b>Background :</b>		
<p>Chapter 24 was adopted as part of the City's Code of Ordinances in 2000.</p> <p>Chapter 9 of the Unified Land Development Code (LDC) is being amended to address updated requirements within the City's National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit and to align Chapter 9 of the LDC with the latest City's MS4 permit requirements. Portions of Chapter 24 – Environment, of the Code of Ordinances needs to be updated so it remains in alignment and is supportive of Chapter 9 of the LDC.</p> <p>More specifically, Chapter 24 – Environment (Code of Ordinances) is being updated within Article II. Pollution Control, Division 2. Erosion Control, and Article VI. Prohibition of Discharges. These sections of Chapter 24 are being updated so they align with the City's latest MS4 permit standards and those of Chapter 9 of the LDC.</p>		
<b>Recommended Action :</b>		
For presentation and discussion only		

**ORDINANCE 2018-\_\_\_\_\_  
AMENDING CHAPTER 24 OF  
THE CODE OF ORDINANCES**

**AN ORDINANCE OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE CITY’S CODE OF ORDINANCES, CHAPTER 24 – ENVIRONMENT, ARTICLE II, POLLUTION CONTROL, DIVISION 2, EROSION CONTROL; AND ARTICLE VI, PROHIBITION OF DISCHARGES; TO ALIGN WITH AMENDMENTS TO CHAPTER 9 OF THE ULDC; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

**WHEREAS**, changes to Chapter 9 of the Unified Land Development Code are being made to bring stormwater and engineering standards up to current requirements for the City’s FDEP MS4 Permit; and

**WHEREAS**, the City Council of Palm Coast desires to change Chapter 24 of the Code of Ordinances so it aligns with the updated Chapter 9 of the Unified Land Development Code; and

**WHEREAS**, words with underlined type shall constitute additions to the original text and ~~strike through~~ shall constitute deletions to the original text, and asterisks (\* \* \*) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

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

**SECTION 1. LEGISLATIVE FINDINGS.** The foregoing whereas clauses are incorporated here as legislative findings by this reference and made a part hereof for all intents and purposes.

**SECTION 2. Chapter 24 – ENVIRONMENT, ARTICLE II. POLLUTION CONTROL, DIVISION 2. – EROSION CONTROL** is hereby amended to read as follows.

**Sec. 24 – 76. - Protection of surface water bodies.**

o (a) *Definitions.* The following terms, when used in this section, shall have the meanings ascribed herein, except where context clearly indicates a different meaning:

*Bulkhead* means a structure built between a waterbody on one side and land on the other side.

*Water bodies* means fresh and salt water canals, ditches, lakes, marshes, rivers, swamps and swales in the City.

Surface water means water upon the surface of the earth, whether contained in bounds created naturally or artificially or diffused. Water from natural springs shall be classified as surface water when it exits from the spring onto the earth's surface [Section 373.019(21), F.S.]

(b) *Violations*. It shall be a violation:

- (1) To dump vegetative material or a container of yard clippings into a waterbody.
- (2) To allow material from a construction site to be deposited or to erode into a waterbody, and fails to remove same within 15 days after notification of noncompliance.
- (3) For an owner or his agent to allow or maintain hazards from objects projecting or hanging into water bodies.
- (4) For a contractor to fail to backfill bulkheads within 30 days after construction or repair of the bulkhead.
- (5) For persons onshore or aboard a water craft to discharge human wastes into a waterbody.

(c) *Exceptions to violations*. [The following are exceptions to the violations listed in subsection (b):]

- (1) Temporary water bodies created to hold runoff water during construction.
- (2) Special exceptions granted by the City on application where sufficient reason and safeguards are shown to protect the public interest.

(d) *Methods to prevent erosion*. Persons involved in the construction, remodeling or repair of buildings and/or pools in the City shall ~~take steps~~ use Best Management Practices to prevent erosion of surface soil into adjoining water bodies. Best Management Practices shall be designed in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (June 2007) and the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual (FDEP July 2008) and shall be shown on the "Grading and Drainage Plan" or on a separate "Erosion Control Plan". Any one or more of the following methods shall be used at the option of the contractor or owner on side and backyard water bodies, unless directed to the contrary by the City:

- (1) A strip of vegetated land not less than eight-feet wide shall be left undisturbed on the site adjacent to a waterbody, as defined in subsection (a) above;
- (2) In the rear or side yard leading to a waterbody, a properly staked and installed filter cloth screen across the lot line shall be maintained until the lot has been sodded and landscaped;
- (3) Bales of straw or hay may be used to prevent soil runoff in place of a filter cloth screen or eight-foot vegetated strip;
- (4) Any other erosion control devices approved by the City Manager or designee.

(e) *Installation of erosion control devices*. Staked filter cloth or other approved erosion control devices shall be installed and its function maintained at the downstream end of a roadside swale adjoining the property to prevent soil run-off.

(f) *Erosion control during construction/repair of seawalls, bulkheads.* Prior to the start of construction, persons involved in the construction or repair of seawalls and bulkheads shall ~~take action~~ use Best Management Practices to prevent erosion from the adjoining property into the waterbody.

- (1) For properties on which building construction will begin within 90 days, backfill shall be to the top of the seawall, establishing a swale not less than five feet from the seawall to collect any eroded material. On completion of final grade on the site, the work shall be sodded. In instances where sodding is delayed, erosion control devices must be maintained until the site is sodded.
- (2) For properties on which construction is not to start within 90 days, the site shall be left with minimal clearing and approved erosion control devices installed sufficient in size and number to catch and retard erosion until the site is developed.

**SECTION 3. CHAPTER 24 – ENVIRONMENT, ARTICLE VI. – PROHIBITION**

**OF DISCHARGES,** is hereby amended to read as follows.

**Sec. 24-203. Intent and purpose.**

(a) It is the intent and purpose of the City Council of the City of Palm Coast to prohibit activities that result in the depositing (e.g., illicit discharging) into the waters of the City of any hazardous material, liquid or pollutant that by itself, or in combination with other activities or substances, would impair the environmental integrity of a body of water or bodies of water or ~~which would, thereby, may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment; or impair or adversely impact the recreational use or other public use of a body of water or may cause, or significantly contribute to a substantial present or potential hazard to human health, safety, property, or the environment~~ located within the City, following the Federal Clean Water Act (33 U.S.C. 1251 et seq.) and Municipal Separate Storm Sewer Systems Rules (Chapter 62-624 F.A.C. pursuant to the authority of Section 403.0885 F.S.) as guidelines.

(b) It is not the intent of the City Council of the City of Palm Coast to prohibit lawfully permitted activities for which a valid and current permit has been issued by an agency of competent jurisdiction.

(c) It is the intent of the City Council of the City of Palm Coast to ensure that use of docks and related facilities or structures located on or along the Waters of the City occurs in a manner that is conducive to the public interest, which protects the environment and natural resources and is otherwise in the public interest.

**Sec. 24-204. - Definitions.**

a. The following words and phrases shall have the meanings as hereinafter defined when used in this article:

(a) ~~Best Management Practices~~ means and includes, but is not limited to, scheduled activities, prohibitions, practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, treatment requirements, operating procedures, design specifications, and other management practices that are generally accepted in the field that are intended ~~to ensure that waters and water bodies are not polluted or degraded and are~~

adequately protected and preserved to prevent or reduce pollutants from entering the City stormwater system or being discharged from the City stormwater system.

(b) *Clean Water Act or CWA* means 33 U.S.C. 1251 et seq., as amended .

(c) *Construction and demolition debris* means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause the resulting mixture to be classified as other than construction and demolition debris. The term also includes:

- (1) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
- (2) Except as provided in F.S. 403.707(9) (j), yard trash and unpainted, non-treated wood scraps and wood pallets from sources other than construction or demolition projects;
- (3) Scrap from manufacturing facilities which is the type of material generally used in construction projects and which would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project. This includes debris from the construction of manufactured homes and scrap shingles, wallboard, siding, concrete and similar materials from industrial or commercial facilities.

(d) *Garbage* means any waste accumulation of animal, fruit, or vegetable matter used or intended for food or that accompanies the preparation, use, cooking, processing, handling or storage of meat, fish, fowl, fruit or vegetables or any other matter which is subject to decomposition, decay, putrefaction and the generation of offensive and noxious gases or odors.

(e) *Hazardous materials* means any material including, but not limited to, any substance, waste, or combination thereof, which, because of its quantity, concentration, or physical, chemical or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

(f) *Hazardous waste* means any solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated or otherwise managed. The term does not include human remains that are disposed of by persons licensed under F.S. Chapter 497.

(g) *Illicit connection* means a point source discharge to the city's stormwater system or to waters of the United States, which is not composed entirely of stormwater or which is not authorized by a permit.

(h) *Illicit discharge* means any discharge to the city's stormwater system or to waters of the United States which is not composed entirely of stormwater, unless exempted pursuant to this regulation or an NPDES permit.

(i) *Liquid* means any and all types of liquids except rainwater.

(j) *Litter* means all waste and discarded materials, including but not limited to, glass, cans, scrap metal, paper, plastic, rubber, garbage, building materials, disposable packages or containers, chemicals, or deleterious materials not properly disposed.

(k) *Litter receptacle* means a container with a capacity of not less than ten (10) gallons, constructed and placed for use as a depository for litter.

(l) *Material* means and includes, but is not limited to, dirt, bricks, grass clippings, lumber, trash, yard debris or wood.

(m) *Person* means a natural person or individual or any firm, corporation, association, club, society or other organization.

(n) *Point source* means any discernible and confined conveyance including, but not limited to, any pipe, ditch, channel, conduit, well, container, rolling stocks, concentrated animal feeding operation, vessel, or other floating craft from which pollutants are discharged. This term does not include return flows from irrigated agriculture.

(o) *Pollutant* means anything which causes or contributes to pollution which may include, but is not limited to, paints, varnishes, solvents, oil, automotive fluids, solid wastes, wastewater, sewage, fecal coliform and pathogens, yard wastes, refuse, rubbish, garbage, litter, pesticides, herbicides, fertilizers, hazardous substances and wastes, dissolved and particulate metals, animal wastes, construction related wastes and residues, debris, noxious or offensive matter, and related or similar matters or materials in quantities or at levels which are or may be potentially harmful or injurious to human health or welfare, animal or plant life, or property, or unreasonably interfere with the enjoyment of life or property petroleum products, including, but not limited to, oil, gasoline, and grease, solid waste, dredged soil, refuse, rubbish, garbage, litter, debris, paints, varnishes, steam cleaning waste, pesticides, herbicides, or fertilizers, degreasers, solvents; hazardous substances and wastes, dissolved and particulate metals, sanitary sewage, filter backwash, sewage sludge, fecal coliform and pathogens, wastewater, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.), chemically treated cooling water, chemical wastes, incinerator residue, antifreeze and other automotive products, lawn clippings, leaves, branches, etc., animal carcasses and wastes, biological materials, munitions, heat, wrecked or damaged equipment, rock, sand and industrial, (excepting the county's discharges), recreational vehicle waters, dyes, noxious or offensive matter, construction materials, any liquids in quantity or quality which are capable of causing a violation of the City's NPDES stormwater permit; and solids in such quantities or of such size capable of causing interference or obstruction to the flow in the City's stormwater system (MS4). Not excluding other materials which the City Manager or designee, federal or state regulatory agencies may deem appropriate to be included. .

(p) *Waters of the City* means lakes, ponds, impoundments, the Intracoastal Waterway, streams, or any other body of water or waterway, or any tributary to said bodies of water or waterways, located within the City Limits of the City of Palm Coast or abutting the City Limits of the City of Palm Coast.

(q) *Water or Waters in the State* means any and all water on or beneath the surface of the ground or in the atmosphere, including natural or artificial watercourses, lakes, ponds, or diffused surface water and water percolating, standing, or flowing beneath the surface of the ground, as well as all coastal waters within the jurisdiction of the state. [Section 373.019(22), F.S.]

(r) *Wetland* means those areas inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils. Soils present in wetlands generally are classified as hydric or alluvial or possess characteristics that are associated with reducing soil conditions. The prevalent vegetation in wetlands generally consists of facultative or obligate hydrophytic macrophytes that are typically adapted to areas having soil conditions described above. These species, due to morphological, physiological or reproductive adaptations, have the ability to grow, reproduce or persist in aquatic environments or anaerobic soil conditions. Florida wetlands generally include swamps, marshes, bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps and other similar areas. Florida wetlands generally do not include longleaf or slash pine flatwoods with an understory dominated by saw palmetto. The landward extent of wetlands is delineated pursuant to Sections 62.340.100 through 62.340.550, FAC as ratified by F.S. § 373.4211 (Subsection 40C-4.021(30), FAC).

#### **Sec. 24-205. - Prohibited acts/obligations and duties.**

- ~~f. (a) It is unlawful for a person to throw, deposit or discharge or otherwise cause to be placed any materials, including but not limited to pollutants or liquid containing any pollutants that cause or contribute to a violation of applicable water quality standards, into any street, gutter, storm or sewer system, and into Waters of the City except as described as follows: (a) No discharge to the City's stormwater system ("MS4") shall be permitted to impair the operation of the MS4 or contribute to the failure of the MS4 to meet any local, state, or federal requirements, including, but not limited to, NPDES permits.~~
- ~~1. The following discharges are exempt from discharge prohibitions established by this article: water line flushing or other potable water and sanitary sewer activities in direct support of water supply and treatment plant operations as permissible by law, landscape irrigation or lawn watering, rising ground water, ground water infiltration to storm drains, uncontaminated pumped ground water, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, noncommercial washing of vehicles and vessels, storm water from permitted or properly designed storm water systems, natural wetland flows, swimming pools less than one parts per million (PPM) chlorine, fire fighting activities, fertilizers and pesticides applied for normal lawn treatment and maintenance and any other water source not containing pollutants.~~

(b) Any person determined by the City to be responsible for a discharge contributing to the failure of the City's MS4 to comply with the provisions and conditions of an NPDES permit shall be guilty of a violation of this chapter and shall provide corrective measures as determined necessary by the City Manager, or designee, and shall be responsible for fines and damages as indicated in Subsection I below.

(c) *Prohibition of illicit discharges and illicit connections:*

- (1) Illicit discharges and illicit connections to the City’s MS4 are prohibited.
- (2) Failure to report a connection to the City’s MS4 or to waters of the United States from industrial activities, commercial entities, or construction activities constitutes an illicit connection.
- (3) Failure to report to the City a discharge to the City’s MS4 or to waters of the United States from industrial activities, commercial entities, or construction activities constitutes an illicit discharge.
- (4) Any discharge to the City’s MS4 or to waters of the United States which is in violation of federal, state, or local permits or regulations constitutes an illicit discharge.
- (5) Persons responsible for illicit discharges or illicit connections shall immediately cease the illicit discharge or illicit connection, and obtain appropriate approvals from applicable regulatory agencies prior to resuming the discharge or connection.

(d) *Inspection and Monitoring for Compliance.* City personnel shall be granted access for inspection of facilities discharging or suspected of discharging to the City’s MS4 or waters of the United States in order to effectuate the provisions of this chapter and to investigate violations or potential violations of any of the terms herein. All structures and processes which allow discharges to the City’s MS4, as well as records concerning them, shall be made accessible to the City’s personnel for this purpose.

(e) *Maintenance of Structures.* Structural control and other BMPs used for controlling the discharge of pollutants to the City’s MS4 or to waters of the United States, shall be operated and maintained so as to function in accordance with permitted design and performance criteria and in compliance with federal, state, or local permit conditions and regulations.

(f) *Exemptions.* Discharges from the following activities shall not be considered an illicit discharge or illicit connection, unless such activities cause, or significantly contribute to, the impairment of the use of the City’s MS4 or the violation of the conditions of the City’s NPDES permit. The following discharges are exempt from discharge prohibitions established by this article:

- (1) Water line flushing;
- (2) Flushing of reclaimed water lines;
- (3) Street cleaning;
- (4) Sidewalk/building power washing (that does not utilize chemicals, detergents, etc.);
- (5) Construction dust control;
- (6) Landscape irrigation;
- (7) Diverted stream flows or lake waters;
- (8) Foundation, footing, and roof drains (not including active groundwater dewatering systems);
- (9) Uncontaminated groundwater infiltration (as defined in 40 CFR 35.2005(20));
- (10) Discharges from potable water sources;
- (11) Air conditioning condensate or cooling water;

(12) Springs;

(13) Lawn watering;

(14) Individual residential car washing;

(15) Flows from riparian habitat, surface waters, and wetlands;

(16) Discharges or flow from emergency firefighting activities and emergency response activities done in accordance with adopted spill response/action plan;

(17) Fertilizers and pesticides applied for normal lawn treatment and maintenance;

(18) Discharges specified in writing by the authorized federal, State, or other applicable enforcement agency as being necessary to protect public health and safety; and

(19) The prohibition shall not apply to any non-stormwater discharge permitted under a National Pollutant Discharge Elimination System (NPDES) or Industrial Wastewater treatment (IWWT) permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Environmental Protection Agency (EPA), or Florida Department of Environmental Protection (FDEP) provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval or all necessary permits have been granted for any discharge into waters of the City.

(g) It shall be unlawful for any person to drain, deposit, place or otherwise discharge pollutants into any stormwater system within the City, or to cause or permit to be drained, deposited, placed or otherwise discharged into such stormwater systems, any organic or inorganic matter which causes pollution, pursuant to the water quality standards established by all applicable regulatory agencies.

(h) It shall be unlawful to wash any public or private streets, buildings, sidewalks or parking areas, unless all visible debris and sediments have been removed prior to washing. If the removal of the debris and sediments is not feasible, as determined by the Land Use Administrator, then the street, building, sidewalk or parking area may only be washed with the City Engineer's written approval, which may include requirements to clean the affected drainage pipelines or provide treatment of wastewater to prevent downstream pollution.

(i) It is unlawful for a person in charge of or occupying a vessel docked at or moored to land, docks, piers or wharfs abutting waters of the City to fail to observe the applicable health and sanitary laws, rules and regulations relating to such activities and waters which prohibit acts contrary to the public health, safety, morals or welfare.

(j) The City shall take all appropriate actions relating to vessels that are abandoned in Waters of the City and shall coordinate its activities with the Florida Fish and Wildlife Conservation Commission in accordance with the provisions of state law.

(k) It is the obligation and duty of all persons to utilize Best Management Practices in conducting activities abutting, on or proximate to the Waters of the City and it is unlawful for a person to fail to use Best Management Practices as required.

(l) Construction site refuse, solid waste, and litter.

- (1) Owner, agent, and contractor shall not permit the accumulation of litter before, during or after completion of any construction or demolition project.
- (2) It shall be the responsibility of the owner, agent and contractor to provide litter receptacles and prevent scattering of litter on a daily basis. All litter shall be removed from construction sites not less than once a week.
- (3) No person shall place any refuse, recyclable materials, trash, garbage cans or trash bags on, upon or over any storm drain, or so close thereto as to be drawn by the elements into a storm drain, which would result in or tend to cause a blockage of any part of such storm drainage system.
- (4) It shall be the responsibility of owners or agents to keep areas free of garbage, trash, etc. The owners, agents, tenants or lessees of all property, whether improved or unimproved, including residential homes, apartment units, and businesses, shall be responsible for complying with the provisions of this chapter. The owners, agents, tenants or lessees shall be severally and jointly responsible for keeping the following areas free from garbage, solid waste, recyclable materials, and refuse at all times, exclusive of those periods immediately prior to collection, such areas to include the entire premises as well as the roadway, swale, and easement adjoining the property.
- (5) Builders, building contractors, construction tradesmen, and homeowners shall be responsible for removing all excavation, construction and demolition wastes emanating from their work, and shall use vehicles designed or outfitted so as to prevent the wastes carried therein from being blown, dropped, or spilled from such vehicles.

(1) (1) Any persons convicted of violating any of the provisions of this Section shall be punished by a fine of not more than Five Hundred and no/100 Dollars (\$500.00) plus costs of prosecution or by imprisonment for not more than sixty (60) days, or by both fine and costs and imprisonment in the discretion of the Court.

(2) The provisions of this Section may be enforced by any and all lawful means by the City pursuant to all codes and ordinances duly adopted by the City Council or as may otherwise be available to the City pursuant to State law, and nothing in this Code prohibits the City from enforcing this Section by other means set forth in the City's codes and ordinances, provided in the statutory law of the State of Florida, or otherwise available to the City.

**SECTION 4. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

**SECTION 5. CODIFICATION.** It is the intent of the City Council that the provisions of this ordinance shall become and be made a part of the City of Palm Coast Code of Ordinances, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may

be changed to “section,” “article,” “regulation,” or such other appropriate word or phrase in order to accomplish such intentions.

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

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

**Approved** on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Adopted** on the second reading after due public notice and hearing this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 10/09/2018

<b>Department</b>	FINANCE	<b>Amount</b>
<b>Item Key</b>	4407	<b>Account</b>
<b>Subject</b>	RESOLUTION 2018-XX APPROVING AN AMENDMENT TO THE FISCAL YEAR 2018-2019 BUDGET AND APPROVING THE 5-YEAR CIP FOR THE STORMWATER FUND	
<b>Background :</b>		
<p>The City of Palm Coast stormwater utility is an enterprise fund which is established to ensure stable funding for operation, maintenance, and capital projects. The City recently retained the consulting services of Public Resource Management Group (PRMG) to evaluate and analyze the long term sustainability of the Stormwater system using the current Stormwater Utility Fees/Charges. According to the findings presented by PRMG during the Stormwater Rate Study, the City Council found and determined that an increase from \$11.65 per ERU for Stormwater Utility Charges/Fees was rational, reasonable, and equitable. City Council took action on September 18, 2018 to revise the Stormwater fee from \$11.65 per ERU to \$15.55 per ERU.</p> <p>City Council adopted the Fiscal Year 2018-2019 Stormwater Fund original budget according to the previous rate of \$11.65 per ERU. Staff is now presenting City Council with an amended Stormwater Fund budget of \$12,884,605 for approval. This is an increase of \$4,782,821. The total expenditures included in the amended budget for the Stormwater Fund includes the purchase of new fleet equipment in the amount of \$724,130. New Fleet equipment is purchased by the Fleet Fund and offset by an inter-fund transfer from the appropriate fund. As a result, staff is amending the Fleet Fund budget by \$724,130 to \$6,608,653. As a result of these changes staff is requesting approval to amend the FY 2018-2019 budget by \$5,506,951 to a new budget amount of \$167,704,820.</p> <p>Staff will also be presenting City Council with the updated 5 year Capital Improvement Plan (CIP) summary for the Stormwater Fund which includes years 2019-2023. Attached to the agenda item are the detailed sheets of the 5 year CIP for the Stormwater Fund.</p>		
<b>Recommended Action :</b>		
Adopt Resolution 2018-XX Approving Amending the Budget For FY 2018-2019 and Approving the 5 Year CIP For the Stormwater Fund.		

**RESOLUTION 2018-\_\_\_\_\_**  
**FISCAL YEAR 2019 BUDGET AMENDMENT**

**A RESOLUTION OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE FISCAL YEAR 2018-2019 BUDGET RELATING TO STORMWATER FUND AND FLEET FUND REVENUES AND EXPENDITURES, AND APPROVING THE 5 YEAR STORMWATER FUND CAPITAL IMPROVEMENT PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, on September 18, 2018 City Council adopted Resolution 2018-120 to amend Resolution 2012-101 to set the stormwater rate at \$15.55 and the rate shall increase as set forth in the Resolution each year through 2023; and

**WHEREAS**, on September 19, 2018 City Council adopted the Fiscal Year 2019 budget according to the previous stormwater rate of \$11.65 per ERU as set forth in Resolution 2012-101; and

**WHEREAS**, City Council now desires to amend the Fiscal Year 2019 budget for the Stormwater Fund, by \$4,782,821 to \$12,884,605, as well as the 5 year Capital Improvement Plan for the Stormwater Fund for Fiscal years 2019 through 2023, according to the revised rate of \$15.55 per ERU as set forth in Resolution 2018-120; and

**WHEREAS**, the revised Stormwater Fund budget for Fiscal Year 2019 includes the purchase of Fleet equipment in the amount of \$724,130,

**WHEREAS**, City Council also now desires to amend the Fiscal Year 2019 budget for the Fleet Fund by \$724,130 to \$6,608,653 to include the additional equipment,

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

**SECTION 1. BUDGET AMENDMENT AND APPROVAL OF THE STORMWATER CAPITAL IMPROVEMENT PLAN.** The City Council of the City of Palm Coast hereby amends the Fiscal Year 2018-2019 budget by \$5,506,951 to \$167,704,820 as a total budget for FY 19, as shown in the Exhibit, attached hereto

and incorporated herein as “Exhibit A” and approves the Stormwater Capital Improvement Plan for Fiscal Years 2019 - 2023 as shown in the Exhibit, attached hereto and incorporated herein as “Exhibit B.”

**SECTION 2. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

**SECTION 3. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 4. IMPLEMENTING ACTIONS.** The Mayor, or designee, is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 16<sup>th</sup> day of October 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

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

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

Attachment: Exhibit A, Exhibit B

Approved as to form and legality

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

EXHIBIT A

FY 2019-2018      STORMWATER MANAGEMENT FUND  
 PREPARED:        SEPTEMBER 2018  
 FINANCE:         HELENA P. ALVES, LINA WILLIAMS

	FY 2018-2019 ORIGINAL BUDGET	FY 2018-2019 AMENDED BUDGET
<u>REVENUES:</u>		
Ad Valorem Taxes	\$ 520,000	\$ 520,000
Charges for Services	7,287,423	9,764,805
Debt Proceeds	-	2,460,000
Appropriated Fund Balance	294,361	139,800
<b>TOTAL REVENUES:</b>	<b>\$ 8,101,784</b>	<b>\$ 12,884,605</b>
<u>EXPENDITURES:</u>		
Personal Services	\$ 2,222,515	\$ 2,429,823
Operating Expenses	3,478,811	3,916,361
Capital Outlay	931,700	4,325,000
Debt Service	1,355,142	1,375,675
Transfers to Other Funds	113,616	837,746
<b>TOTAL EXPENDITURES:</b>	<b>\$ 8,101,784</b>	<b>\$ 12,884,605</b>

EXHIBIT A

FY 2019-2018 FLEET MANAGEMENT FUND  
 PREPARED: SEPTEMBER 2018  
 FINANCE: HELENA P. ALVES, LINA WILLIAMS

	FY 2018-2019	
	ORIGINAL BUDGET	AMENDED BUDGET
<u>REVENUES:</u>		
Charges for Services	\$ 22,591	\$ 22,591
Interest and Other Earnings	25,000	25,000
Miscellaneous Revenues	220,000	220,000
Non Revenues	4,337,425	4,337,425
Appropriated Fund Balance	683,992	683,992
Transfers from Other Funds	595,515	1,319,645
<b>TOTAL REVENUES:</b>	<b>\$ 5,884,523</b>	<b>\$ 6,608,653</b>
 <u>EXPENDITURES:</u>		
Personal Services	\$ 688,040	\$ 688,040
Operating Expenses	1,794,466	1,794,466
Capital Outlay	3,070,417	3,794,547
Transfers	331,600	331,600
<b>TOTAL EXPENDITURES:</b>	<b>\$ 5,884,523</b>	<b>\$ 6,608,653</b>

City of Palm Coast  
5 Year Capital Improvement Plan



<b>STORMWATER MANAGEMENT FUND</b>	<b>FY19 Original</b>	<b>FY 19 Amended</b>	<b>FY 20</b>	<b>FY 21</b>	<b>FY 22</b>	<b>FY 23</b>
Starting Fund Balance	294,361	294,361	154,764	221,214	829,186	1,229,457
Revenues:						
Ad Valorem Taxes	520,000	520,000	521,560	523,125	524,694	526,268
Stormwater Fees	7,287,423	9,765,008	10,810,156	11,899,595	12,995,325	14,097,344
New Debt	-	2,460,000	1,350,000	6,410,000	6,000,000	4,900,000
<b>Total Revenues</b>	<b>7,807,423</b>	<b>12,745,008</b>	<b>12,681,716</b>	<b>18,832,720</b>	<b>19,520,019</b>	<b>19,523,612</b>
Total Available Funds	8,101,784	13,039,369	12,836,480	19,053,933	20,349,205	20,753,069
Expenses:						
<b>Operations and Regulatory</b>	<b>5,868,790</b>	<b>6,220,475</b>	<b>7,019,066</b>	<b>7,229,430</b>	<b>8,298,768</b>	<b>8,553,885</b>
<u>Operating Expenditures</u>						
<b>Operating Expenditures</b>	<b>5,537,790</b>	<b>5,889,475</b>	<b>6,746,066</b>	<b>6,954,430</b>	<b>8,021,768</b>	<b>8,249,885</b>
- CM&E Personnel	801,284	801,284	1,006,000	1,056,000	1,109,000	1,164,000
- CM&E Personnel FY19 = 2 (Proposed, fully burdened & OE)	-	156,753	-	-	-	-
- CM&E Personnel (New Proposed Vehicle)	-	27,000	-	-	-	-
- Public Works Personnel	1,421,231	1,421,231	1,551,000	1,628,550	1,709,978	1,795,476
- Public Works Personnel (Proposed, fully burdened & OE)	-	56,155	-	-	-	-
- Public Works Personnel (Proposed Vehicle)	-	59,200	-	-	-	-
- Inmate Crew	62,500	62,500	62,500	62,500	62,500	62,500
- Other Operating Expenditures	1,897,633	1,929,677	2,110,864	2,195,299	2,283,111	2,374,435
- Debt Service	1,355,142	1,375,675	1,371,569	1,367,948	1,363,785	1,360,079
- New Debt Service Loan 1	-	-	644,133	644,133	644,133	644,133
- New Debt Service Loan 2	-	-	-	-	849,262	849,262
<b>Professional Services</b>	<b>260,000</b>	<b>260,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>225,000</b>
- Stormwater Rate Study (Consultant)	-	-	-	-	-	25,000
- City-Wide Infrastructure Stormwater Master Plan	210,000	210,000	150,000	150,000	150,000	150,000
- Stormwater Capital Projects Design Services	50,000	50,000	50,000	50,000	50,000	50,000
<b>MS4 Permitting Program</b>	<b>71,000</b>	<b>71,000</b>	<b>73,000</b>	<b>75,000</b>	<b>77,000</b>	<b>79,000</b>
- Program Management	35,000	35,000	36,000	37,000	38,000	39,000
- Water Quality Monitoring	36,000	36,000	37,000	38,000	39,000	40,000

City of Palm Coast  
5 Year Capital Improvement Plan



<b>STORMWATER MANAGEMENT FUND</b>	<b>FY19 Original</b>	<b>FY 19 Amended</b>	<b>FY 20</b>	<b>FY 21</b>	<b>FY 22</b>	<b>FY 23</b>
<b>Saltwater Canal System</b>	<b>50,000</b>	<b>75,000</b>	<b>80,000</b>	<b>85,000</b>	<b>90,000</b>	<b>95,000</b>
<u>Saltwater Canal System</u>						
- Pipes Thru Seawalls	15,000	10,000	10,000	10,000	10,000	10,000
- Canal End Seawalls	35,000	65,000	70,000	75,000	80,000	85,000

City of Palm Coast  
5 Year Capital Improvement Plan



STORMWATER MANAGEMENT FUND	FY19 Original	FY 19 Amended	FY 20	FY 21	FY 22	FY 23
<b>Freshwater Canal System &amp; Lakes</b>	<b>957,994</b>	<b>3,606,200</b>	<b>2,750,600</b>	<b>8,478,600</b>	<b>8,087,600</b>	<b>7,341,600</b>
<u>Lake Maintenance</u>						
<b>Lake Weed Control - Ribbon Lake</b>	<b>600</b>	<b>600</b>	<b>600</b>	<b>600</b>	<b>600</b>	<b>600</b>
<u>Stormwater Storage/Detention</u>						
<b>London Waterway Expansion - Phase I: North side</b>	<b>56,594</b>	-	<b>350,000</b>	<b>1,700,000</b>	-	-
- Design	56,594	-	350,000	-	-	-
- Construction	-	-	-	1,700,000	-	-
<b>London Waterway Expansion - Phase II: 53 Luther Dr.</b>	-	-	-	<b>2,050,000</b>	-	-
- Design	-	-	-	350,000	-	-
- Construction	-	-	-	1,700,000	-	-
<b>Project(s) to be Determined</b>	-	-	-	<b>400,000</b>	<b>2,400,000</b>	<b>2,450,000</b>
- Design	-	-	-	400,000	400,000	450,000
- Construction	-	-	-	-	2,000,000	2,000,000
<u>Water Control Structures</u>						
<b>Water Control Structures (Operating Costs)</b>	<b>79,600</b>	<b>82,600</b>	<b>93,000</b>	<b>97,000</b>	<b>101,000</b>	<b>105,000</b>
- Annual Telemetry Subscription - SCADA	6,600	6,600	10,000	11,000	12,000	13,000
- Mission Communication Unit Upgrades	1,000	-	-	-	-	-
- Water Control Equipment Replacement	30,000	31,000	36,000	37,000	38,000	39,000
- Pump Station Maintenance & Repair	7,000	10,000	11,000	12,000	13,000	14,000
- Water Control SCADA Support & Service	15,000	15,000	16,000	17,000	18,000	19,000
- Structure Repairs	20,000	20,000	20,000	20,000	20,000	20,000
<b>L-4 Weir Replacement (Royal Palm Parkway)</b>	-	<b>720,000</b>	-	-	-	-
- Design	-	60,000	-	-	-	-
- Construction	-	660,000	-	-	-	-
<b>K-6 Weir Replacement (Smith Trail)</b>	-	-	<b>900,000</b>	-	-	-
- Construction	-	-	900,000	-	-	-
<b>P-1 Weir Replacement (West BT south of Pine Grove)</b>	-	-	-	<b>110,000</b>	<b>1,500,000</b>	-
- Design	-	-	-	110,000	-	-
- Construction	-	-	-	-	1,500,000	-
<b>B-1, B-2, &amp; B-3 (Pop offs for Bellaire Waterway)</b>	-	-	-	-	-	<b>115,000</b>
- Design	-	-	-	-	-	15,000
- Construction	-	-	-	-	-	100,000

City of Palm Coast  
5 Year Capital Improvement Plan



STORMWATER MANAGEMENT FUND	FY19 Original	FY 19 Amended	FY 20	FY 21	FY 22	FY 23
<b>Freshwater Canal System &amp; Lakes (continued)</b>						
<u>Pipe Crossings - Projects (Replacements)</u>						
<b>W-1 (Belle Terre @ BTMS)</b>	-	<b>950,000</b>	-	-	-	-
- Design	-	15,000	-	-	-	-
- Construction	-	935,000	-	-	-	-
<b>M-2 (OKR @ Big Mulberry Creek)</b>	-	<b>750,000</b>	-	-	-	-
- Design	-	35,000	-	-	-	-
- Construction	-	715,000	-	-	-	-
<b>L-2_Bridge 735504 (Sesame @ Citation)</b>	Part of CP	Part of CP	-	-	-	-
<b>R-1_Bridge 734076 (Belle Terre @ Royal Palms)</b>	-	-	Part of BT	-	-	-
<b>Projects to be Determined</b>	-	-	<b>160,000</b>	<b>460,000</b>	<b>470,000</b>	<b>660,000</b>
<u>Freshwater Canal Pipe Crossings - Inspections/Pipe Lining</u>						
<b>Pipe Inspections &amp; Lining</b>	<b>313,200</b>	<b>665,000</b>	<b>510,000</b>	<b>400,000</b>	<b>355,000</b>	<b>750,000</b>
- FDOT Bridge Inspection Program (22 Culverts)	13,200	15,000	15,000	-	-	-
- Sesame @ Seminole Waterway Extension & Lining	150,000	150,000	-	-	-	-
- W-2 'Walker Waterway @ Pine Lakes Pkwy	-	75,000	-	-	-	-
- Belle Terre Blvd (south of Citation)	-	150,000	-	-	-	-
- Crandal Cove	-	-	150,000	-	-	-
- Florida Park North (No of Foster Ln)	-	-	45,000	-	-	-
- K-2 (7 Oaks Waterway at Sesame Blvd)	-	-	-	100,000	-	-
- K-4 (7 Oaks Waterway at Seminole Woods)	-	-	-	-	55,000	-
- I-2 (Iroquois Waterway Seminole Woods)	-	-	-	-	-	400,000
- Contingency (Emergency Linings)	150,000	275,000	300,000	300,000	300,000	350,000
<u>Freshwater Canal Maintenance</u>						
<b>Freshwater Canal Maintenance (Operating Costs)</b>	<b>508,000</b>	<b>438,000</b>	<b>462,000</b>	<b>486,000</b>	<b>486,000</b>	<b>486,000</b>
- Freshwater Alternative Treatments	20,000	20,000	20,000	20,000	20,000	20,000
- Freshwater Canal Weed Control	478,000	408,000	432,000	456,000	456,000	456,000
- Canal Clearing (Removal of Trees & Underbrush)	5,000	5,000	5,000	5,000	5,000	5,000
- Sediment Removal	5,000	5,000	5,000	5,000	5,000	5,000
<b>Freshwater Canal Dredging</b>	-	-	<b>275,000</b>	<b>2,775,000</b>	<b>2,775,000</b>	<b>2,775,000</b>
- Design	-	-	275,000	275,000	275,000	275,000
- Construction	-	-	-	2,500,000	2,500,000	2,500,000

City of Palm Coast  
5 Year Capital Improvement Plan



	FY19 Original	FY 19 Amended	FY 20	FY 21	FY 22	FY 23
<b>STORMWATER MANAGEMENT FUND</b>						
<b>Stormwater Ditches &amp; Swales</b>	<b>1,225,000</b>	<b>2,982,930</b>	<b>2,765,600</b>	<b>2,431,718</b>	<b>2,643,380</b>	<b>3,060,611</b>
<u>Swale &amp; Ditch Pipe Projects</u>						
<b>Pipe Replacements &amp; Valley Gutters</b>	<b>450,000</b>	<b>720,000</b>	<b>750,000</b>	<b>780,000</b>	<b>810,000</b>	<b>840,000</b>
<b>Pipe Linings</b>	<b>100,000</b>	<b>250,000</b>	<b>285,000</b>	<b>295,000</b>	<b>360,000</b>	<b>405,000</b>
<b>Concrete Lined Ditch (F-section)</b>	-	<b>50,000</b>	<b>450,000</b>	-	-	-
- Design	-	50,000	-	-	-	-
- Construction	-	-	450,000	-	-	-
<b>Emergency Pipe Replacements</b>	-	<b>125,000</b>	<b>125,000</b>	<b>130,000</b>	<b>135,000</b>	<b>140,000</b>
<u>Swale Maintenance Rehab &amp; Renewal</u>						
<b>Swale Maintenance Rehab &amp; Renewal</b>	<b>275,000</b>	<b>450,000</b>	<b>450,000</b>	<b>485,000</b>	<b>510,000</b>	<b>535,000</b>
- Swale Maintenance and Rehab.	250,000	400,000	425,000	475,000	500,000	525,000
- Driveway Replacements	25,000	50,000	25,000	10,000	10,000	10,000
<u>Capacity Improvements</u>						
<b>Drainage Improvement Projects (TBD)</b>	-	-	<b>275,000</b>	<b>300,000</b>	<b>400,000</b>	<b>750,000</b>
<u>Ditch Maintenance Program</u>						
<b>Ditch Maintenance and Rehab.</b>	<b>400,000</b>	<b>1,087,930</b>	<b>200,000</b>	<b>200,000</b>	<b>175,000</b>	<b>125,000</b>
- Ditch Maintenance and Rehab.	400,000	450,000	200,000	200,000	175,000	125,000
- Clearing Equipment (Purchase FY19)	-	637,930	-	-	-	-
<u>Ditch Spray Program</u>						
<b>Ditch Spray Program</b>	-	<b>300,000</b>	<b>230,600</b>	<b>241,718</b>	<b>253,380</b>	<b>265,611</b>
- Spray Equipment (Purchase FY19)	-	80,000	-	-	-	-
- Spray Staffing and/or Contractor	-	200,000	210,000	220,500	231,525	243,101
- Spraying Chemicals	-	20,000	20,600	21,218	21,855	22,510
<b>TOTAL EXPENDITURES</b>	<b>8,101,784</b>	<b>12,884,605</b>	<b>12,615,266</b>	<b>18,224,748</b>	<b>19,119,748</b>	<b>19,051,096</b>
Available Funds End of Year	0	154,764	221,214	829,186	1,229,457	1,701,972

# City of Palm Coast, Florida

## Agenda Item

Agenda Date : 10/09/2018

<p><b>Department</b></p> <p><b>Item Key</b>      4445</p>	<p><b>Amount</b>    \$183,911.55</p> <p><b>Account</b>    54205509-031000</p>												
<p><b>Subject</b> RESOLUTION 2018-XX APPROVING A WORK ORDER WITH DRMP FOR PROFESSIONAL ENGINEERING SERVICES FOR PRIMARY SYSTEM ANALYSIS CITY-WIDE STORMWATER INFRASTRUCTURE DATA MASTER PLAN</p>													
<p><b>Background :</b></p> <p>The City is embarking on a comprehensive approach to the City-Wide Stormwater Infrastructure Master Plan. This new approach will focus on improving stormwater conveyance and storage capacity. The Consultant will utilize previously developed surface water models and GIS data sets along with recently flown LIDAR information to assist City staff with developing a comprehensive Capital Improvements Program.</p> <p>This system wide analysis will provide 100-yr. Base Flood Elevations (BFEs) for flood prone areas, develop base flow information and stage-storage relationships in the fresh water canals, and a master plan for improvements to the primary canal system. The master plan will include conceptual level plans for multiple projects to address storage and conveyance needs. This information will also assist City staff in developing projects and priorities for improving conveyance and capacity in the ditch system and repair/replacement of major roadway crossings.</p> <p>In accordance with City's Purchasing Policy, staff solicited letters of interest from those firms with continuing service contracts. Two (2) submissions were received with staff selecting DRMP as the top ranked submission. City staff negotiated a work order in the amount of \$183,911.55 with DRMP for professional engineering services for the City of Palm Coast primary system analysis and City-Wide Stormwater infrastructure Master Plan. The notice of intent to award and project bid overview is attached.</p>													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>SOURCE OF FUNDS WORKSHEET FY 2019</b></td> </tr> <tr> <td><b>Stormwater CME – 54205509-031000</b></td> <td style="text-align: right;"><b>\$ 331,000.00</b></td> </tr> <tr> <td>Total Expenses/Encumbered to date</td> <td style="text-align: right;">\$ 0.00</td> </tr> <tr> <td>Pending Work Orders/Contracts</td> <td style="text-align: right;">\$ 0.00</td> </tr> <tr> <td>Current Work Order</td> <td style="text-align: right;"><u>\$ 183,911.55</u></td> </tr> <tr> <td><b>Balance</b></td> <td style="text-align: right;"><b>\$ 147,088.45</b></td> </tr> </table>		<b>SOURCE OF FUNDS WORKSHEET FY 2019</b>		<b>Stormwater CME – 54205509-031000</b>	<b>\$ 331,000.00</b>	Total Expenses/Encumbered to date	\$ 0.00	Pending Work Orders/Contracts	\$ 0.00	Current Work Order	<u>\$ 183,911.55</u>	<b>Balance</b>	<b>\$ 147,088.45</b>
<b>SOURCE OF FUNDS WORKSHEET FY 2019</b>													
<b>Stormwater CME – 54205509-031000</b>	<b>\$ 331,000.00</b>												
Total Expenses/Encumbered to date	\$ 0.00												
Pending Work Orders/Contracts	\$ 0.00												
Current Work Order	<u>\$ 183,911.55</u>												
<b>Balance</b>	<b>\$ 147,088.45</b>												
<p><b>Recommended Action :</b></p> <p>Adopt Resolution 2018-XX approving a work order with DRMP, in the amount of \$183,911.55, for professional engineering services for primary system analysis City-Wide Stormwater Infrastructure Data Master Plan.</p>													

**RESOLUTION 2018 - \_\_\_\_\_**  
**CITY-WIDE STORMWATER INFRASTRUCTURE DATA MASTER PLAN**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A WORK ORDER WITH DRMP FOR PROFESSIONAL ENGINEERING SERVICES FOR PRIMARY SYSTEM ANALYSIS CITY-WIDE STORMWATER INFRASTRUCTURE DATA MASTER PLAN; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, DRMP desires to provide professional engineer services for primary system analysis city-wide stormwater infrastructure data master plan for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with DRMP, for the above referenced services.

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

**SECTION 1. APPROVAL OF CONTRACT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the work order with DRMP as referenced herein and attached hereto as Exhibit “A.”

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 16<sup>th</sup> day of October 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit "A" – Work Order with DRMP

Approved as to form and legality

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

WORK ORDER # 1  
PO #: \_\_\_\_\_



DATE: 09 / 25 / 20 18

Project Manager's Initials MP

SUPPLIER INFORMATION		BID DETAILS	
Name	DRMP	Project Title	City-Wide Stormwater Infrastructure Data Master Plan
Street	941 Lake Baldwin Lane	Bid #	RFQ-SW-14-02
City, State, Zip	Orlando, FL 32814	City Council Approval date	12/03/2013

TOTAL COST: \$ 183,911.55  
(must equal amount of Purchase Order)

- INCORPORATION BY REFERENCE** The provisions of the agreement dated October 16, 2018 ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
- METHOD OF COMPENSATION** (chose one):  FIXED FEE  NOT TO EXCEED\*  
Fixed - Amount Proposed is set amount for services - will not change regardless of time. Not to exceed -: Spend over time shall not exceed Total Cost without approved change order
- \*If "NOT TO EXCEED", then TOTAL COST is (chose one):  UNIT BASED  PERCENT OF FIXED FEE \_\_\_%
- PRICING** (chose one):  ATTACHED  INCLUDED IN CONTRACT
- SCHEDULE** (chose one):  AS NEEDED BASIS  SHALL BE COMPLETED BY - 06 / 16 / 20 19
- DESCRIPTION OF SERVICES** (chose one):  ATTACHED  INCLUDED IN CONTRACT
- OTHER ATTACHMENTS TO THIS WORK ORDER:**  No  Yes If yes, identify below:  
\_\_\_\_\_  
\_\_\_\_\_
- TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work Order and the Agreement.
- CONFLICT.** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

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

SUPPLIER APPROVAL

By: [Signature]  
Print: Kenneth R. Kniel  
Title: Vice President  
Date: 9/26/18

CITY APPROVAL

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Assistant City Manager or Designee  
Date: \_\_\_\_\_

**PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF PALM COAST  
PRIMARY SYSTEM ANALYSIS  
CITY-WIDE STORMWATER INFRASTRUCTURE DATA MASTER PLAN  
GENERAL DESCRIPTION OF SERVICES (EXHIBIT A)**

This Work Order shall be incorporated in and become part of the Contract for Professional Stormwater and Environmental Engineering Services between City of Palm Coast (CITY) and DRMP, Inc. (DRMP), RFQ-SW-14-02 dated January 14, 2014 hereafter referred to as the Contract.

**A. PROJECT BACKGROUND**

The City is embarking on a comprehensive approach to the City-Wide Stormwater Infrastructure Data Master Plan. The City has successfully organized both Street Side Swale Rehabilitation and Canal Control Structure Rehabilitation programs and both of those programs can be considered well-advanced, with future projects to be identified as needed. The City has expressed a need for new focus on a Major Culvert Crossings Rehabilitation program and an overall Stormwater Capital Improvements Program.

Over the years, surface water models have been developed by section in various parts of the City. Organized GIS data sets and models are available in those sections. Additionally, recently-flown LiDAR has been reviewed and accepted by the City through a cooperative project with the St. Johns River Water Management District (SJRWMD).

The City desires to develop the following City-Wide programs within the framework of a Stormwater Master Plan:

1. Stormwater Infrastructure Data Model (Geodatabase in GIS)
2. Surface Water Model in ICPR
3. Floodplain Mapping
4. Stormwater Capital Improvements Program (CIP)

Development of these programs will occur over time and in phases of work. The first phase of work was initial data collection that included gathering, organizing, and evaluating the data available and related work products that have been completed to date. This scope involves development of a surface water model to cover the entire City jurisdiction with the focus of accurately modeling the primary canal network. This primary system model will be useful in analyzing flooding and developing improvements to the primary system of canals and control structures. Future phases of modeling will involve targeted refinements to parts of this primary system model by adding detail to the secondary system (ditches and roadway cross-drains) and collection system (swales and driveway culverts).

The following paragraphs describe in more detail the scope of services that are anticipated to be performed by the project team.

**PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF PALM COAST  
PRIMARY SYSTEM ANALYSIS  
CITY-WIDE STORMWATER INFRASTRUCTURE DATA MASTER PLAN  
GENERAL DESCRIPTION OF SERVICES (EXHIBIT A)**

## **B. SCOPE OF WORK**

### **1.0 Data Collection of Primary Canals**

#### **Field Reconnaissance**

Field reconnaissance has mostly been accomplished under the Initial Data Collection task recently completed under Work Order #1. The majority of the functional control structures along primary canals have been field reviewed and photographed. Additional field reconnaissance time is included here to cover field review of additional structures to gather dimensions or other information, and other field review that may become necessary in developing the model.

#### **Compile Relevant Data for Modeling**

A large part of relevant data has been collected under Initial Data Collection (Work Order #1) including LiDAR, City GIS stormwater database, as-built/construction plans for control structures, community-wide drainage map, and reports/model files from previous modeling efforts. Dimensional and elevation information is lacking on up to eight (8) control structures as identified in the City GIS database. City staff will perform field survey work to collect additional data on structures determined to be relevant to the model development. Additional time is included here to cover compiling data for the purpose of developing the primary canals system model.

### **2.0 Stormwater Modeling of Primary Canals**

#### **Basin Delineations with LiDAR Data**

DRMP will utilize digital terrain developed from 2017 LiDAR for basin delineations using ArchHydro. DRMP has tested the basin delineation methodology on a preliminary Digital Elevation Model (DEM) provided by City staff prior to final acceptance of the 2017 LiDAR product from the vendor. The total modeled area encompasses **110 square miles**, including 55 square miles of stormwater utility service area. DRMP has identified 127 major outfalls into the City primary canal system. Major outfall is defined for MS4 mapping as a discharge point from a pipe of 36-inch diameter or greater, or a ditch/structure with a 40 acre or larger contributing area. Including basins from major outfalls, permitted systems, saltwater canals, and natural areas; the number of basins for the primary system model is estimated at 230.

#### **Hydrology Parameters**

Hydrology parameters for the model will be developed using the following methodologies. Curve number values will be calculated for sub-basins in GIS based on TR-55 published

**PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF PALM COAST  
PRIMARY SYSTEM ANALYSIS  
CITY-WIDE STORMWATER INFRASTRUCTURE DATA MASTER PLAN  
GENERAL DESCRIPTION OF SERVICES (EXHIBIT A)**

methodology. Land use coverages will be gathered from the City, County, and SJRWMD with revisions based on desktop comparison to aerials. Two versions of the model will be developed to reflect the **existing** and the future **build-out** states of development for the City. Times of concentration will be semi-automated with manual review and manipulation of the longest flow path for each basin generated using GIS tools based on the DEM and land use coverages.

### **Surface Water Model Development**

A surface water model will be developed in ICPR, version 4, for the primary canal system throughout the City of Palm Coast jurisdiction. With outparcel areas and considering the topography, a total area of **110 square miles** has been identified as the approximate model boundary. Note that some portions of the model area include swamps, creeks, and undeveloped lands that are included in order to improve accuracy of model results for the nearby developed areas, accurately represent the storage and peak elevations in floodplains, and establish baseline data for future development. Lower levels of model refinement will occur in these areas, as appropriate.

LiDAR terrain will be used to calculate stage-storage relationships and to generate channel/overland cross-sections for the model development. Hydraulic data for the control structures will be primarily gathered from available City files, as supplemented from field survey (to be performed by City staff) and measurements performed for this study. Major outfalls will also be entered hydraulically into the model. Hydraulic data for the major outfalls will be primarily gathered from available City files with limited field verification and measurements. Starting water levels and base flows for the model initial conditions in the canal network will be determined from review of operations schedules, historical water level data, biological indicators, staining or other relevant sources. Tailwater conditions for the model will be set up using the best information available that could include historical water level data, biological indicators, staining or other relevant sources. Tailwater relationships may be developed at an estimated 10 inflow/outfall points around the perimeter of the model boundary.

### **Surface Water Analysis**

The following storms will be routed through the existing and build-out versions of the model.

- Mean annual (2.33-year recurrence)
- 10-year, 24-hour
- 25-year, 24-hour
- 100-year, 24-hour

**PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF PALM COAST  
PRIMARY SYSTEM ANALYSIS  
CITY-WIDE STORMWATER INFRASTRUCTURE DATA MASTER PLAN  
GENERAL DESCRIPTION OF SERVICES (EXHIBIT A)**

The model will be reviewed, checked for instabilities, and debugged. The resulting peak stages from these storms will be reviewed in known flooding areas near primary canals to check for reasonableness of the results.

A large storm from the recent past will be selected and routed through the model using **Doppler**-derived rainfall files. Modeled peak stages from this Doppler event will be compared against historical flooding information as available for verification of the model accuracy. If results differ significantly from measured or observed data, the model will be calibrated. For this model, calibration could be conducted by adjusting times of concentration to account for time to fill storage areas in the upper reaches of the contributing basins.

### **Floodplain Delineation**

The 100-year floodplain will be delineated as appropriate within the City jurisdiction for identification of flood-prone areas for both the existing and build-out scenarios. Note that limits of detailed modeling may be superimposed over the floodplains to exclude areas that are hydraulically remote from the primary canal system. These excluded areas may be identified for future phases of model refinement, as needed.

### **3.0 Stormwater Master Plan for Primary Canals**

The flood risks throughout the City will be analyzed for both the existing and future build-out conditions. This comparative analysis will provide useful forecasting on where flooding problems may develop or worsen as single-family homes are built in the large areas of platted and vacant lots. Additionally, City staff have identified existing flooding problem areas throughout the City. Many of the flooding problems appear to be attributed to flood levels in the primary canal system. Improving flood protection will begin with adding storage, as master planning from the 1970's identified needs for added storage at various locations in line with the canal system as performed for the Comprehensive Land Use Plan (CLUP) and documented in planning documents dated 1977.

A master plan for improvements to the primary canal system will be developed that may include up to ten (10) conceptual projects. It is envisioned that conceptual projects will involve adding significant areas of storage in line with the primary canals in the vicinity of the flooding problem areas. Cooperative agreements or land purchases from private property owners or prospective developers may be necessary. Other conceptual improvement projects under consideration could include adding control structures; changing operation schedules on water levels for existing control structures; adding connectivity between canals; or increasing conveyance/storage through canal expansion, or dredging. Alternative improvements will be evaluated based on estimated cost, level of flood protection, partnering opportunities, consistency with regional initiatives, permitting difficulty, ancillary benefits and development trends. A recommended implementation schedule will be presented for inclusion in the

**PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF PALM COAST  
PRIMARY SYSTEM ANALYSIS  
CITY-WIDE STORMWATER INFRASTRUCTURE DATA MASTER PLAN  
GENERAL DESCRIPTION OF SERVICES (EXHIBIT A)**

Stormwater Capital Improvements Program (CIP). Note that projects will be described at the conceptual level. Future phases of work to implement these conceptual projects will include survey, final design, construction plans production, permitting, bid selection, and construction.

The study methodology and results will be documented in a report including color maps, exhibits, and estimated project costs for recommendations. The City GIS stormwater database (Stormwater Infrastructure Data Model) will be expanded with relevant mapping and data from this study. DRMP will present the study findings and results to the City Council with a powerpoint presentation.

### **C. DELIVERABLES**

DRMP will send to the City all meeting minutes and documentation of field reviews and meetings. DRMP will update and expand the City GIS stormwater database with relevant maps and data from this study. DRMP will provide to the City two (2) hard-copies and electronic (pdf) files of the final report.

### **D. CITY RESPONSIBILITIES**

In order to conduct the scope of work the City will provide all relevant data as described above. The City will perform field survey work to gather elevation and dimensional information on structures as needed.

### **E. SCHEDULE**

DRMP is prepared to begin work upon approval of this proposal. Anticipated duration for the phase of work is **eight (8) months** from notice to proceed (NTP).

### **F. COMPENSATION**

Compensation for this Scope of Work will be paid on a not-to-exceed basis, in the amount of **\$183,911.55** as detailed in **Exhibit B** with estimated manhours for each task and hourly rates of staff. The project will be invoiced to the City on a monthly basis based on manhours spent at the time of billing.

**Exhibit B**  
**City of Palm Coast**  
**City-Wide Stormwater Infrastructure Data Master Plan**  
**Primary System Analysis**  
**Compensation Breakdown**

Title/Job Description	Division Manager Hours	Project Manager Hours	Project Engineer Hours	GIS Analyst Hours	Administrative Support Hours	Line Item Hours	Line Item Costs
Personnel Hourly Rate	\$185.00	\$145.00	\$115.00	\$80.00	\$60.00		
<b>Element and Task Descriptions</b>							
1.0 Data Collection of Primary Canals							
1.1 Field Reconnaissance	3	5	23	0	0	31	\$3,921.50
1.2 Compile Relevant Data for Modeling	2	3	14	0	0	19	\$2,403.50
2.0 Stormwater Modeling of Primary Canals							
2.1 Basin Delineations with LiDAR Data	4	8	71	0	0	83	\$10,084.50
2.2 Hydrology Parameters	5	14	55	18	0	92	\$10,672.00
2.3 Surface Water Model Development	28	66	94	0	0	188	\$25,513.60
2.4 Surface Water Analysis	26	35	113	0	0	174	\$22,881.00
2.5 Floodplain Delineation	10	15	55	20	0	100	\$11,950.00
3.0 Stormwater Master Plan for Primary Canals	59	78	234	0	20	390	\$50,212.50
4.0 Meetings and Presentation	75	41	14	0	7	136	\$21,726.00
5.0 QA/QC	125	0	0	0	0	125	\$23,056.55
<b>Total Hours</b>	<b>336</b>	<b>264</b>	<b>673</b>	<b>38</b>	<b>26</b>		
<b>Total Costs by Category</b>	<b>\$62,145.20</b>	<b>\$38,259.70</b>	<b>\$77,366.25</b>	<b>\$3,072.00</b>	<b>\$1,578.00</b>		

DRMP Salary Cost

1,337      \$182,421.15

**DRMP Reimbursables**

Description	Unit Cost	No.	Cost	Notes
Mileage	\$ 0.40	1,530	\$ 612.00	per mile, estimated 9 trips
Xerox - 8.5x11 Color	\$ 0.31	1,800	\$ 558.00	report
Color Plot on Heavy Paper (\$4.45 per sq.ft. for 24 x 36)	\$ 26.70	12	\$ 320.40	24x36 color graphics

Reimbursable Cost

\$ 1,490.40

**Total Fee Computations**

DRMP Salary NTE Cost	\$182,421.15
Reimbursable Cost	\$1,490.40
<b>Total Cost</b>	<b>\$183,911.55</b>

**Exhibit B,  
City of Palm Coast,  
City-wide Stormwater Infrastructure Data Master Plan,  
Primary System Analysis,  
Manhours Breakdown**

Tasks and Sub-Tasks	Unit of Measure	Number of Units	Hours per Unit	Total Hours	Summed Hours	Notes
<b>1.0 Data Collection of Primary Canals</b>						
<b>1.1 Field Reconnaissance</b>					31	
Verify drainage patterns	LS	1	16	16		one day with 2 person crew
Measure dimensions and data for select structures	EA Structure	6	2.5	15		estimated 6 structures for additional field review and field measurements, two person crew
<b>1.2 Compile Relevant Data for Modeling</b>					19	
Collect and review reports, models, historical data, etc.	EA Data Source	15	1	15		Estimate up to 15 files/sources of information.
Organize data electronically	LS	1	4	4		
<b>2.0 Stormwater Modeling of Primary Canals</b>						
<b>2.1 Basin Delineations with LiDAR Data</b>					83	
Establish drainage points to delineate basins	EA Basin	230	0.1	23		Estimate 230 basins (39 control structures + 127 major outfalls + 3 saltwater canal discharges + 61 undeveloped/private).
Finalize ArcHydro Runs	EA Round	3	20	60		Delineate basin boundaries using ArcHydro, review and adjust.
<b>2.2 Hydrology Parameters</b>					92	
Composite CN Calculations - Existing	EA Basin	230	0.2	46		Composite CN's calculated using land use and soils GIS layers that have been reviewed and updated as appropriate. Existing built condition of residential areas will be estimated from aerial interpretation. Composite CN calculations made with GIS script. 230 sub-basins estimated.
Composite CN Calculations - Future Build-out	EA Basin	230	0.1	23		Build-out CN's will be based on average-sized homes built on all available lots.
Tc Calculations	LS	230	0.1	23		Tc calculations made using HEC GeoHMS tool using longest flow path on terrain. Longest flow paths and Tc calculations will be checked for reasonableness.
<b>2.3 Surface Water Model Development</b>					188	
Stage storage Calculations	EA Storage Node	188	0.05	9.4		Input stage-area relationships from GIS.
Starting Water Level Estimations	EA Sub-basin	230	0.1	23		Estimate starting water levels from variety of sources, including: design documents for ponds, existing studies, control structure operation schedules, historical measured data, biological indicators, or staining.
Base Canal Flows Estimation	EA Control Structure	39	1	39		Estimate base flows for canals in model based on staining, measured data, etc. Iterate model to establish flows from the target base water levels. Estimate 20 locations.
Delineate and Process Cross Sections	EA Section	400	0.05	20		Delineate channel cross sections, load channel and weir cross sections into GIS script, review results, adjust script parameters and rerun as necessary.
Organize Hydraulic Structures for Model	EA Structure	270	0.06	16		Transfer hydraulic structures data various sources into AdICPR input format.
Set up tailwater conditions and/or extend model beyond study limits	EA Inflow/Outflow	10	4	40		Ten significant inflow/outflow points expected.
Build AdICPR Model	LS	1	40	40		Input spreadsheets and data into model.

**Exhibit B,  
City of Palm Coast,  
City-wide Stormwater Infrastructure Data Master Plan,  
Primary System Analysis,  
Manhours Breakdown**

Tasks and Sub-Tasks	Unit of Measure	Number of Units	Hours per Unit	Total Hours	Summed Hours	Notes
<b>2.4 Surface Water Analysis</b>					174	
Review and Debug Model	LS	1	24	24		Review preliminary model results with existing measured data, known flood conditions, etc. Debug errors and revise model.
Use Doppler data from a storm for model verification	LS	1	120	120		Calibrate model using measured data at established gages for one storm event. Use Doppler derived rainfall depths for calibration storm.
Run Standard Storms	LS	1	30	30		Run mean annual, 10-year, 25-year, and 100-year 24-hour storms and organize results.
<b>2.5 Floodplain Delineation</b>	EA Delineation	2	50	100	100	Delineate 100-year floodplains for two scenarios (existing and build-out), for detailed modeling area.
<b>3.0 Stormwater Master Plan for Primary Canals</b>					390	
Document modeling methodology and results in Report	LS	1	150	150		Includes model results in tables, exhibits with floodplains, and backup calculations.
Review model results, resulting floodplains, develop improvement project concepts	EA Project	10	10	100		Improvement project concepts will be developed with emphasis on characterization of flood risk and protection associated with the primary canals. Up to 10 projects anticipated.
Develop exhibits to display improvement project concepts	EA Project	5	8	40		Exhibits will be developed in GIS with conceptual design level project layouts and all applicable data shown.
Evaluate and prioritize improvement projects, and incorporate into a recommended implementation schedule.	EA Project	5	4	20		Improvement project concepts will be evaluated based on estimated cost, level of protection, partnering opportunities, consistency with regional initiatives, permitting, ancillary benefits, and development trends
Summarize improvement projects in Report	LS	1	80	80		Summarize development of improvement projects in report.
<b>4.0 Meetings and Presentation</b>					136	
Progress Meetings	EA	6	12	72		One kickoff, four progress meetings, and one final. Assumed 6 hours each including travel time and documentation with two people in attendance.
Coordination Meetings	EA	2	12	24		Miscellaneous coordination meetings with constituents and agencies.
Council Meetings	EA	1	40	40		Anticipate one meeting with City Council with presentation of findings.
<b>5.0 QA/QC</b>					125	
Project Management	EA Month	8	8	64		Progress will be tracked by progress reports, e-mails, and teleconferences.
QA/QC	5% of Total	1	61	61		10% of total hours.
<b>Total Hours =</b>					<b>1337</b>	



# City of PALM COAST

Administrative Services & Economic Development  
Central Services Division

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

## NOTICE OF INTENT TO AWARD

**Project:** LOI-CD-CME-18-13 Stormwater and Environmental Services

**Date:** December 5, 2017

**Appeal Deadline:** Appeals must be Filed by 5:00 PM on December 8, 2017

Firm	TOTAL SCORE
<b>DRMP</b> Orlando, FL	<b>87.17</b>
<b>Singhofen &amp; Associates, Inc.</b> Orlando, FL	77.67

**The intent of the City of Palm Coast is to award LOI-CD-CME-18-13 to DRMP.**

*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 (bfaulgout@palmcoastgov.com) shall constitute a waiver of the protest proceedings.*

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



# LOI-CD-CME-18-13 - STORMWATER AND ENVIRONMENTAL ENGINEERING SERVICES

## Project Overview

<b>Project Details</b>	
<b>Reference ID</b>	LOI-CD-CME-18-13
<b>Project Name</b>	STORMWATER AND ENVIRONMENTAL ENGINEERING SERVICES
<b>Project Owner</b>	Jesse Scott
<b>Project Type</b>	Other
<b>Department</b>	Procurement
<b>Budget</b>	\$0.00 - \$0.00
<b>Project Description</b>	The City of Palm Coast is seeking Letters of Interest (LOI-CD-CME-18-13) from firms selected by the City to provide Professional Stormwater and Environmental Engineering Services per RFQ-SW-14-02. Costs for responding to this (LOI) are entirely the obligation of the consultant(s) and shall not be chargeable in any manner to the City of Palm Coast.
<b>Open Date</b>	Nov 01, 2017 8:00 AM EDT
<b>Close Date</b>	Nov 22, 2017 2:00 PM EST

<b>Awarded Suppliers</b>	<b>Reason</b>	<b>Score</b>
<b>DRMP</b>		<b>87.17 pts</b>



## Seal status

Requested Information	Unsealed on	Unsealed by
Response	Nov 22, 2017 2:06 PM EST	Jesse Scott

## Conflict of Interest

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

Name	Date Signed	Has a Conflict of Interest?
Carl Cote	Nov 22, 2017 3:02 PM EST	No
Sean Castello	Nov 27, 2017 1:42 PM EST	No
Mike Peel	Nov 28, 2017 8:55 AM EST	No
Mike Brennan	Nov 29, 2017 7:03 AM EST	No



Jesse Scott	Nov 22, 2017 2:08 PM EST	No
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## Project Criteria

Criteria	Points	Description
Required Submittal	Pass/Fail	LOIs submitted as requested
8.1 Project Team	25 pts	<ul style="list-style-type: none"> <li>Credit shall be given for organization of the Proposer's team, including subconsultants for the staffing of the project, including the key staff's experience and skills relevant to the proposed assignments and teams that have worked together on previous projects.</li> </ul>
8.2 Experience with Similar Projects	10 pts	Each project will be awarded up to 3 points. Projects that involve more of the same team members and most similar to the proposed project will be given more credit
8.3 Project Approach	40 pts	Each shall be given for a creative technical approach and innovative ideas for achieving the City's objectives in developing an affective, comprehensive, efficient, stormwater modeling program and infrastructure database.
8.4 Schedule and Availability	25 pts	Credit shall be given for a comprehensive and logical schedule that minimizes contract duration. Proper attention should be provided to the project's critical path elements.



<b>Total</b>	<b>100 pts</b>	
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# Scoring Summary

## Active Submissions

	<b>Total</b>	<b>Required Submittal</b>	<b>8.1 Project Team</b>	<b>8.2 Experience with Similar Projects</b>	<b>8.3 Project Approach</b>
<b>Supplier</b>	<b>/ 100 pts</b>	<b>Pass/Fail</b>	<b>/ 25 pts</b>	<b>/ 10 pts</b>	<b>/ 40 pts</b>
DRMP	87.17 pts	Pass	23.33 pts	8.667 pts	36 pts
Singhofen & Associates, Inc.	77.67 pts	Pass	19.17 pts	8.667 pts	30.67 pts

	<b>8.4 Schedule and Availability</b>
<b>Supplier</b>	<b>/ 25 pts</b>



	<b>8.4 Schedule and Availability</b>
<b>Supplier</b>	<b>/ 25 pts</b>
DRMP	19.17 pts
Singhofen & Associates, Inc.	19.17 pts

### Eliminated Submissions

	<b>Required Submittal</b>	<b>8.1 Project Team</b>	<b>8.2 Experience with Similar Projects</b>	<b>8.3 Project Approach</b>	<b>8.4 Schedule and Availability</b>
<b>Supplier</b>	<b>Pass/Fail</b>	<b>/ 25 pts</b>	<b>/ 10 pts</b>	<b>/ 40 pts</b>	<b>/ 25 pts</b>
Zahn Engineering, Inc.	Pass	5.833 pts	2.667 pts	9.333 pts	7.5 pts



## Reason

Supplier	Disqualified by	Reason
Zahn Engineering, Inc.	Jesse Scott	Not one of the four contractors approved for RFQ-SW-14-02.

## City of Palm Coast, Florida Agenda Item

Agenda Date: 10/09/2018

<b>Department</b>	Community Development	<b>Amount</b>	\$408,000.00
<b>Item Key</b>	4446	<b>Account</b>	<b>54205509-034000</b>
<b>Subject</b> RESOLUTION 2018-XX APPROVING A CONTRACT WITH AQUATIC MANAGEMENT PLUS, LLC, FOR WEED CONTROL OF THE FRESHWATER STORMWATER DRAINAGE SYSTEM			
<p><b>Background :</b>            Since 2011, the Engineering &amp; Stormwater Department (ESWD) added a performance-based approach to the scope of work for freshwater weed control instead of scheduled maintenance. This new approach included an increased level of service, maintaining the center 60% of the waterway (functional level) for 119 acres and maintaining the center 80% of the waterway (aesthetic level) for 375 acres. The scope of work includes debris removal, and canal bank weed control on a small amount of canals that are difficult to access by boat.</p> <p>In accordance with City’s Purchasing Policy, staff advertised and solicited proposals for aquatic weed control within the stormwater system. Four (4) proposals were received with staff ranking Aquatic Management Plus, LLC as the top-ranked proposal. The notice of intent to award and project bid overview is attached.</p> <p>The contract that recently expired with Aquatic Management Plus, LLC was very successful. The department received very few issues regarding the freshwater canals. When an issue was presented, the contractor’s response was immediate. The freshwater canal system has not experienced any significant (problematic) vegetation growth that has not been addressed in a timely manner by this contractor, and all maintained bodies of water have remained in compliance.</p> <p>City Staff recommends approving a three year contract with Aquatic Management Plus, LLC. The annual contract amounts are as follows:</p> <ul style="list-style-type: none"> <li>• FY 2018-2019 \$408,000</li> <li>• FY 2019-2020 \$432,000</li> <li>• FY 2020-2021 \$456,000</li> </ul>			
<b>SOURCE OF FUNDS WORKSHEET FY 2019</b>			
<b>Stormwater – 54205509-034000</b>			<b>\$ 568,200.00</b>
Total Expenses/Encumbered to date			\$
Pending Work Orders/Contracts			<u>\$408,000.00</u>
<b>Balance</b>			<b>\$160,200.00</b>
<p><b>Recommended Action :</b>            Adopt Resolution 2018-XX approving a contract with Aquatic Management Plus, LLC for weed control of the freshwater stormwater drainage system.</p>			

**RESOLUTION 2018 - \_\_\_\_\_**  
**AQUATIC MANAGEMENT PLUS, LLC**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A CONTRACT WITH AQUATIC MANAGEMENT PLUS, LLC FOR WEED CONTROL OF THE FRESHWATER STORMWATER DRAINAGE SYSTEM; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Aquatic Management Plus, LLC desires to provide weed control of the freshwater stormwater drainage system for the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to contract with Aquatic Management Plus, LLC, for the above referenced services.

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

**SECTION 1. APPROVAL OF CONTRACT AND WORK ORDER.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the Contract with Aquatic Manage Plus, LLC, as referenced herein and attached hereto as Exhibit “A.”

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 16<sup>th</sup> day of October 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit "A" – Contract and Work Order with Aquatic Management Plus, LLC

Approved as to form and legality

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



# City of PALM COAST

**Administrative Services & Economic Development**  
Central Services Division

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

## NOTICE OF INTENT TO AWARD

**Project:** Weed Control of the Freshwater Stormwater Drainage - RFP-CD-18-60

**Date:** 9/18/2018

**Appeal Deadline:** Appeals must be Filed by 5:00 PM on 9/21/2018

Firm	Points
<b>Aquatic Management Plus, LLC</b> Palatka, FL	96.0
<b>Florida Georgia Aquatic Services, LLC</b> Bunnell, FL	77.5
<b>DeAngelo Brothers, LLC T/A Aquagenix</b> Hazelton, PA	76.5
<b>Charles Aquatics, Inc.</b> Jacksonville, FL	No Bid

The intent of the City of Palm Coast is to award Weed Control of the Freshwater Stormwater Drainage to Aquatic Management Plus, LLC

**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 (bfaulgout@palmcoastgov.com) shall constitute a waiver of the protest proceedings.*



# RFP-CD-18-60 - Request for Proposal (RFP) for Master Services Contract for Weed Control of the Freshwater Stormwater Drainage System

## Project Overview

<b>Project Details</b>	
<b>Reference ID</b>	RFP-CD-18-60
<b>Project Name</b>	Request for Proposal (RFP) for Master Services Contract for Weed Control of the Freshwater Stormwater Drainage System
<b>Project Owner</b>	Jesse Scott
<b>Project Type</b>	RFP
<b>Department</b>	Procurement
<b>Budget</b>	\$0.00 - \$0.00
<b>Project Description</b>	This Request for Proposals is issued for the purpose of securing proposals to include pricing from qualified contractors to provide services for weed control of the freshwater and Stormwater Drainage System within City right-of-ways and easements as specified herein for freshwater waterways, Stormwater ponds and structures located in Palm Coast, Florida.
<b>Open Date</b>	Aug 15, 2018 8:00 AM EDT
<b>Close Date</b>	Sep 06, 2018 2:00 PM EDT

Awarded Suppliers	Reason	Score
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<b>Aquatic Management Plus, LLC</b>		<b>96 pts</b>
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## Seal status

Requested Information	Unsealed on	Unsealed by
Proposal	Sep 06, 2018 2:03 PM EDT	Jesse Scott
Required Forms	Sep 06, 2018 2:03 PM EDT	Jesse Scott

## Conflict of Interest

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

Name	Date Signed	Has a Conflict of Interest?
Donald Schrager	Sep 12, 2018 7:28 PM EDT	No
Mike Brennan	Sep 11, 2018 8:37 AM EDT	No
Jesse Scott	Sep 06, 2018 2:04 PM EDT	No



CONRAD TROHA	Sep 12, 2018 3:12 PM EDT	No
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## Project Criteria

Criteria	Points	Description
Required Forms	Pass/Fail	Administrative review for completeness.
Proposal	Pass/Fail	Administrative review for completeness.
Project Understanding and Proposal	25 pts	This section shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the Proposer's ability to meet the City's proposed levels of service at all times. This proposal should include staff allocations, equipment and availability for providing the work, outlining the approach that would be undertaken in providing the requested levels of services. Below Average = 5 points Average = 10 points Above Average = 15 points Well above average = 20 points Outstanding = 25 points
Experience with Similar Projects	30 pts	Provide a listing of similar projects, maximum of three, by a team member who is specifically part of the team proposed in the response. Identify specific project details, including but not limited to, location, description of the funding entity, project budget, project description, length, and outcomes. Provide the contact information for the entities where work has been done for reference purposes. Below average = 5 points average = 10 points Above average = 15 points Well above average = 20 points Outstanding = 30 points



Project Team	25 pts	Provide a list of dedicated staff for this project, including but not limited to at least one (1) Aquatic Licensed Supervisor with a minimum of 5 years supervisory experience. A minimum of two (2) dedicated licensed applicators with a minimum of 3 years' experience. Identify the project team members, including major and minor sub-consultants, and provide their contact information and technical resumes. Project management and key personnel within each area of required services shall be identified and past experience of each, as it relates to this project, shall be discussed. The City must approve any changes to the Project Management & Key Personnel. This section should include information only on the individuals who will perform work on this project. The information provided under this section should be limited to a maximum of ten (10) pages. Provide a list of any and all subcontractors that are proposed for this project. Below average = 5 points Average = 10 points Above average = 15 points Well above average = 20 points Outstanding = 25 points
Proposal Price/Cost	15 pts	This section shall include the proposed costs to provide the required services. The proposal shall be broken down into cost for three years with each year's cost stated separately. A separate section shall be provided for additional services as stated in section P of the Scope of Services "Specifications" Below Average = 3 points Average = 6 points Above average = 9 points Well above average = 12 points Outstanding = 15 points
Location of Responding Firm Office	5 pts	Outside the state of Florida = 0 points Within the state of Florida = 2 points Within Flagler County = 3 points Within Palm Coast, FL = 5 points
<b>Total</b>	<b>100 pts</b>	



# Scoring Summary

## Active Submissions

	<b>Total</b>	<b>Required Forms</b>	<b>Proposal</b>	<b>Project Understanding and Proposal</b>	<b>Experience with Similar Projects</b>
<b>Supplier</b>	<b>/ 100 pts</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>/ 25 pts</b>	<b>/ 30 pts</b>
Aquatic Management Plus, LLC	96 pts	Pass	Pass	25 pts	27.5 pts
Florida Georgia Aquatic Services, LLC	77.5 pts	Pass	Pass	19.5 pts	22.5 pts
DeAngelo Brothers, LLC T/A Aquagenix	76.5 pts	Pass	Pass	21.5 pts	27.5 pts
Charles Aquatics	12.5 pts	Fail	Fail	12.5 pts	0 pts



	<b>Project Team</b>	<b>Proposal Price/Cost</b>	<b>Location of Responding Firm Office</b>
<b>Supplier</b>	<b>/ 25 pts</b>	<b>/ 15 pts</b>	<b>/ 5 pts</b>
Aquatic Management Plus, LLC	25 pts	15 pts	3.5 pts
Florida Georgia Aquatic Services, LLC	19.5 pts	11 pts	5 pts
DeAngelo Brothers, LLC T/A Aquagenix	20 pts	5 pts	2.5 pts
Charles Aquatics	0 pts	0 pts	0 pts

# City of Palm Coast, Florida Agenda Item

Agenda Date: 10/09/2018

<b>Department Item Key</b>	4425	<b>Amount Account</b>
<b>Subject</b>	RESOLUTION 2018-XX APPROVING ROW ACQUISITIONS RELATING TO THE OLD KINGS ROAD N WIDENING PROJECT WITH FIRST COAST ENERGY, LLP AND KINGSWOOD PROPERTY, LLC	
<b>Background :</b>	<p>In June 2018, City Council approved the City Attorney to initiate Eminent Domain proceedings and/or continue further negotiation on five (5) properties to obtain the necessary ROW for the Old Kings Road N Widening Project. The City was able to have two easements re-assigned to the City of Palm Coast, thereby avoiding eminent domain and purchase of the ROW with two properties (Parcel 823-2 Old Kings Road LLC and Parcel 824-Circle K Stores). For the three other properties, the City Attorney was able to negotiate with the attorneys representing the parcel owners and have reach an agreed upon amount for acquisition.</p> <p>First Coast Energy, LLP is providing the necessary right-of-way and a permanent infrastructure easement to the City of Palm Coast of frontage property along Old Kings Road for a cost of \$163,350.00 (\$73,775 and \$89,575 respectively).</p> <p>Kingswood Property, LLC is providing the necessary right-of-way as a permanent infrastructure easement to the City of Palm Coast of frontage property along Old Kings Road for a cost of \$33,096.</p> <p>Kings Colony HOA is providing the necessary right-of-way as a permanent infrastructure easement to the City of Palm Coast of frontage property along Old Kings Road for a cost of \$16,019.00.</p> <p>Acquisition of these ROW's is necessary for the planned widening of the existing pavement to accommodate drainage improvements and driveway connections. The cost for these ROW acquisitions is funded by FDOT. City staff recommends approval of these acquisitions to facilitate the construction of the proposed improvements and in order to meet the funding cycle deadline requirements by FDOT. The final agreements will be attached prior to Council's next business meeting if available.</p>	
<b>Recommended Action :</b>	<p>Adopt Resolution 2018-XX approving ROW acquisitions relating to the Old Kings Road N Widening Project with First Coast Energy, LLP, Kingswood Property, LLC and Kings Colony HOA.</p>	

**RESOLUTION 2018-\_\_\_\_**  
**OLD KINGS ROAD NORTH**  
**WIDENING PROJECT**

**A RESOLUTION OF THE CITY OF PALM COAST, FLORIDA, APPROVING AGREEMENTS WITH FIRST COAST ENERGY, KINGSWOOD PROPERTY, LLC, AND KINGS COLONY HOA, FOR THE OLD KINGS ROAD NORTH WIDENING PROJECT; AUTHORIZING THE CITY MANAGER OR DESIGNEE, TO EXECUTE SAID CONTRACTS; 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 rights-of-way from First Coast Energy, Kingswood Property, LLC, and Kings Colony HOA 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 the agreements with First Coast Energy, Kingswood Property, LLC, and Kings Colony HOA for the Old Kings North Road Widening Project, 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 16<sup>th</sup> of October 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: Agreements with First Coast Energy, Kingswood Property, LLC, and Kings Colony HOA for the Old Kings North Road Widening Project

OFFER AND PURCHASE AGREEMENT

ITEM/SEGMENT #:
STATE ROAD #:
COUNTY:
PARCEL #:

Seller: First Coast Energy, -L.L.P.

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 102 (Sketch and Legal description Attached)
(b) Real Estate Purchased: 2,001 sq feet Fee Simple
(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

Table with 2 columns: Description and Amount. Rows include Land (\$44,10060.30), Improvements (\$4,300.00), Real Estate Damages (\$00.00), Total Real Property (\$48,464,600.00), (b) Total Personal Property (\$0.00), (c) Fess and Costs (Attorney Fees \$08,325.00, Appraiser Fees \$0850.00, Fee(s) \$0.00, Total Fees and Costs \$09,175.00), (d) Total Business Damages (\$0.00), (e) Total of Other Costs (\$0.00).

List:
Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) \$ 48,40073,775.00
(f) Portion of Total Purchase Price to be paid to \$ 48,40073,775.

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: Total purchase price includes all amounts to be paid to or on Seller’s behalf including, property value, business damages, severance damages, attorney’s fees, expert fees and costs.

**IV. Closing Date**

The closing will occur no later than 60-30 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)**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
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

OFFER AND PURCHASE AGREEMENT

ITEM/SEGMENT #:  
STATE ROAD #:  
COUNTY:  
PARCEL #:

Seller: First Coast Energy, L.L.P.

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 8102 (Sketch and Legal description Attached)
  - (b) Real Estate Purchased: 3,2692,001 sq feet Fee Simple Permanent Infrastructure Easement
  - (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. \$	<u>44,180,400.00</u>
Improvements	2. \$	<u>4,3000.00</u>
Real Estate Damages (Severance/Cost-to-Cure)	3. \$	<u>00.00</u>
Total Real Property	4. \$	<u>48,40080,400.00</u>
(b) Total Personal Property	5. \$	<u>0.00</u>
(c) Fess and Costs		
Attorney Fees	6. \$	<u>08,325.00</u>
Appraiser Fees	7. \$	<u>850.00</u>
_____ Fee(s)	8. \$	<u>0.00</u>
Total Fees and Costs	9. \$	<u>09,175.00</u>
(d) Total Business Damages	10. \$	<u>0.00</u>
(e) Total of Other Costs	11. \$	<u>0.00</u>

List: \_\_\_\_\_

**Total Purchase Price (Add Lines 4, 5, 9, 10 and 11)** \$ 48,40089,575.00

(f) Portion of Total Purchase Price to be paid to  
\$ 48,40089,575.

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: Total purchase price includes all amounts to be paid to or on Seller’s behalf including, property value, business damages, severance damages, attorney’s fees, expert fees and costs.

**IV. Closing Date**

The closing will occur no later than 60-30 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)**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
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

**OFFER AND PURCHASE AGREEMENT**

ITEM/SEGMENT #: 415964-1  
 STATE ROAD #: N/A  
 COUNTY: Flagler  
 PARCEL #: 809

**Seller:** Kings Colony Homeowners’ Association, 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 809 (Sketch and Legal description Attached) (“Parcel”)
- (b) Real Estate Purchased: 3,617 sq. ft Deed to an easement in gross for the benefit of the City of Palm Coast.
- (c) Buildings, structures, fixtures, and other improvements: N/A
- (d) Personal Property: N/A
- (e) Outdoor advertising structure(s) permit number(s): N/A
- (f) 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) <b>Real Property</b>		
Land	1. \$	13,100.00
Improvements	2. \$	0.00
Real Estate Damages (Severance/Cost-to-Cure)	3. \$	0.00
Total Real Property	4. \$	13,100.00
(b) Total Personal Property	5. \$	0.00
(c) Fees and Costs		
Attorney Fees	6.	2,919.00
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

<b>Total Purchase Price (Add Lines 4, 5, 6, 9,10 and 11)</b>	\$	16,019.00
(f) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing	\$	16,019.00
(g) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession	\$	0.00

### **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; provided, however, as conditions precedent, Buyer shall (i) provide a title insurance commitment prior to closing indicating that Seller possesses marketable title to the Parcel sufficient to make the warranties offered in the instrument of conveyance; and (ii) Buyer purchases a Seller's title insurance policy of not less than the amount of the Purchase Price of the Parcel identifying Seller as the beneficiary (a Seller's policy). 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 and disclosed on the title commitment. Seller shall not be liable for any encumbrances not disclosed in the public records but shall be responsible for eliminating any encumbrances which satisfy all the following conditions: (i) the encumbrance would make the Parcel unmarketable; (ii) the encumbrance arises between the execution of the Purchase Agreement and the date of closing; and (iii) the encumbrance was caused or created by 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 substantially 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 the conveyance instrument attached as Exhibit A.

(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 286.23, Florida Statutes. The affidavit required by this Section shall not require Affiant to identify the names of any Members, mortgagees, or other lienholders of any property subject to the Association and the person with the apparent beneficial interests identified in the affidavit may be based upon public records, knowledge and belief of the Affiant. Affiant shall not be liable for failing to disclose any person who may claim to have a beneficial interest who is not identified in the public records.

(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**

Kings Colony Homeowners' Association, Inc.

**Buyer**

*City of Palm Coast, Florida*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**VII. Final Agency Acceptance**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title

---

This document delivered by \_\_\_\_\_

\_\_\_\_\_  
Date

This document received by \_\_\_\_\_

\_\_\_\_\_  
Date

DRAFT

## City of Palm Coast, Florida Agenda Item

Agenda Date: 10/09/2018

<b>Department</b>	Community Development	<b>Amount</b>	\$254,735.55
<b>Item Key</b>	4372	<b>Account</b>	21090000-331502-54605 21097011-063000-54605
<b>Subject</b>	RESOLUTION 2018-XX APPROVING FDOT LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT FOR SEMINOLE WOODS BOULEVARD/TOWN CENTER BOULEVARD AT SR 100 PROJECT		
<b>Background :</b>	<p>On March 6, 2018, City Council approved the Florida Department of Transportation (FDOT) Local Agency Program (LAP), agreement for the construction of a dedicated 12-foot wide left turn lane on northbound Seminole Woods Pkwy at the intersection with SR 100 in the amount of \$187,385.00.</p> <p>On August 7<sup>th</sup>, 2018, City Council approved a construction contract with Halifax Paving, in the amount of \$254,735.55, which was \$67,351.00 over the initial LAP agreement amount.</p> <p>This item is to consider a Florida Department of Transportation (FDOT) Local Agency Program (LAP) Supplemental Agreement #1, which will increase FDOT grant funding to the amount of \$254,736.00 based on an approved construction contract amount. This amendment will increase the FDOT grant by \$67,351.00. In addition to previously incurred design costs, the remaining cost to the City is \$38,536.00 for CEI services, approved during August 7th Council meeting.</p>		
<b>Recommended Action :</b>	Adopt Resolution 2018-XX approving FDOT Local Agency Program Supplemental agreement for Seminole Woods Boulevard/Town Center Boulevard at SR 100 project.		

**RESOLUTION 2018 - \_\_\_\_\_**  
**FDOT LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT**  
**SEMINOLE WOODS BOULEVARD/TOWN CENTER BOULEVARD**  
**AT SR 100 PROJECT**

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

WHEREAS, Florida Department of Transportation will sign a local agency program supplemental agreement with the City of Palm Coast for the construction phase of the Seminole Woods Boulevard/Town Center Boulevard at SR 100 project; and

WHEREAS, the City Council of the City of Palm Coast desires to approve a local agency program supplemental agreement with the Florida Department of Transportation, for the above referenced services.

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

**SECTION 1. APPROVAL OF AGREEMENT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of a Local Agency Program Agreement with the Florida Department of Transportation, as referenced herein and attached hereto as Exhibit "A."

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 16<sup>th</sup> day of October 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

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

Approved as to form and legality

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

525-010-32  
PROGRAM MANAGEMENT  
08/17

Page 1 of 4

SUPPLEMENTAL NO.  
1

FEDERAL ID NO. (FAIN)  
D518 032 B

CONTRACT NO.  
G0V42

FEDERAL AWARD DATE  
3/29/2018

FPN  
440792-1-58/68-01

LOCAL AGENCY DUNS NO.  
17-454-1107

The State of Florida, Department of Transportation and the City of Palm Coast desires to supplement the original Agreement entered into and executed on April 9, 2018, as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

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**PROJECT DESCRIPTION**

Name Seminole Woods Boulevard/Town Center Boulevard Length ~625 feet

Termini at SR 100

**Description of Work:**

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

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

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

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

Reason for Supplement and supporting engineering and/or cost analysis:

1. Pursuant to **Paragraph 4.0 Project Cost** of the Local Agency Program Agreement, the Agency and the Department acknowledge and agree that the total cost of the Project has increased to an amount equal to the sum of the Agency's construction and consultant contract award amounts of **\$239,272.00**. The River to Sea TPO has approved an increase in federal funding for the construction phase in the amount of **\$67,351.00**, bringing the total amount of authorized and encumbered Federal Funding and the maximum amount of Department participation for the project to **\$254,736.00**.

**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

The River to Sea TPO has established a 10% local match requirement for this project. The City locally funded design costs of \$27,419.00 and is locally funding consultant CEI costs of \$38,536.00. These locally funded costs totaling \$65,955.00 exceed the required match amount of \$32,070.00. No pro-ration of construction invoices for match purposes is required.

Revisions to the federal and local funding amounts attributed to the amounts referenced above are reflected in the Adjusted Schedule of Funding, attached hereto and incorporated herein, as Exhibit B, and in Exhibit "1," Federal Financial Assistance (Single Audit Act.)

2. The Agency Resolution authorizing entry into this Supplemental Agreement is attached and incorporated into this Supplemental Agreement as Exhibit "F."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM**  
**SUPPLEMENTAL AGREEMENT**  
**ADJUSTED EXHIBIT B SCHEDULE OF FUNDING**

525-010-32  
PROGRAM MANAGEMENT  
07/17

FPN  
440792-1-58/68-01

Page 3 of 4

TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
<b>Planning</b>					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Planning Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Project Development &amp; Environment (PD&amp;E)</b>					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total PD&E Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Design</b>					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Design Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Right-of-Way</b>					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Construction</b>					
FY: 2017-2018	\$187,385.00	\$0.00	\$187,385.00	\$0.00	\$187,385.00
FY: 2018-2019	\$0.00	\$67,351.00	\$67,351.00	\$0.00	\$67,351.00
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Construction Cost	\$187,385.00	\$67,351.00	\$254,736.00	\$0.00	\$254,736.00
<b>Construction Engineering and Inspection (CEI)</b>					
FY: 2017-2018	\$36,417.00	\$2,119.00	\$38,536.00	\$38,536.00	\$0.00
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total CEI Cost	\$36,417.00	\$2,119.00	\$38,536.00	\$38,536.00	\$0.00
Total Construction & CEI Costs	\$223,802.00	\$69,470.00	\$293,272.00	\$38,536.00	\$254,736.00
<b>TOTAL COST OF THE PROJECT</b>	<b>\$223,802.00</b>	<b>\$69,470.00</b>	<b>\$293,272.00</b>	<b>\$38,536.00</b>	<b>\$254,736.00</b>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

525-010-32  
PROGRAM MANAGEMENT  
07/17

Page 4 of 4

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

AGENCY CITY OF PALM COAST

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

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

Name:

Title:

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

Name: Loreen C. Bobo, P.E.

Title: Director of Transportation Development

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

Legal Review:

\_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40F  
PROGRAM MANAGEMENT  
OGC - 08/15  
Page 1 of 1

**EXHIBIT "F"**

**AGENCY RESOLUTION**

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

## EXHIBIT 1

### FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

#### FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

**CFDA No.:** 20.205  
**CFDA Title:** Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
**CFDA Program Site:** <https://www.cfda.gov/>  
**Award Amount:** \$254,736.00  
**Awarding Agency:** Florida Department of Transportation  
**Award is for R&D:** No  
**Indirect Cost Rate:** N/A

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

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

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*  
[http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf)

OMB Circular A-133 Compliance Supplement 2014  
[http://www.whitehouse.gov/omb/circulars/a133\\_compliance\\_supplement\\_2014](http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014)

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

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*  
[http://www.whitehouse.gov/omb/circulars\\_a087\\_2004/](http://www.whitehouse.gov/omb/circulars_a087_2004/)

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*  
[http://www.whitehouse.gov/omb/circulars\\_a102/](http://www.whitehouse.gov/omb/circulars_a102/)

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

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

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

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

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

## City of Palm Coast, Florida Agenda Item

Agenda Date: 10/09/2018

<b>Department</b>	Community Development	<b>Amount</b>	\$74,800.00
<b>Item Key</b>	4447	<b>Account</b>	43000099-034000 43000099-063000-66008
<b>Subject</b>	RESOLUTION 2018-XX APPROVING MULTIPLE WORK ORDERS WITH POND & COMPANY FOR DESIGN SERVICES FOR INDIAN TRAILS SPORTS COMPLEX IMPROVEMENTS		
<b>Background :</b>			
<p>The City of Palm Coast requires design services for energy improvements, ADA improvements, and electrical &amp; miscellaneous upgrades to the buildings at Indian Trails Sports Complex. The focus for the design work includes the two restroom buildings at Fields 2 &amp; 3, the baseball concession building, the maintenance building, and the driveway and parking lot lighting. Some of the major features of this design will be to upgrade the lighting fixtures to LED, redesign for ADA access into and within the buildings to be compliant with ADA accessibility requirements, replacement of toilet partitions and vanities, replacement of all plumbing fixtures with low-flow energy efficient fixtures, electrical upgrades and miscellaneous repairs to the baseball concession building, mechanical ventilation upgrades, and replacement of all driveway and parking lot lighting with energy efficient LED lighting.</p> <p>City staff negotiated a scope and fixed fee of \$74,800 with Pond &amp; Co., a current continued professional services consultant with the City. City staff has determined that the cost for the design services are reasonable and fair and are consistent with the type of services for a project of this size and scope.</p>			
<b>Source of funds Worksheet FY2019</b>			
<b>Other ContractualSVCS/ADAtransition-</b>	<b>GL43000099-</b>		\$75,000.00
<b>034000</b>			
<b>Total Expenses/Encumbered to date</b>			\$0
<b>Pending Work Orders/Contracts</b>			\$0
<b>Current Work Order</b>			<u>\$18,750.00</u>
<b>Balance</b>			\$56,250.00
<b>Source of funds Worksheet FY2019</b>			
<b>Parks Renovation- GL</b>	<b>43000099-063000-66008</b>		\$925,000.00
<b>Total Expenses/Encumbered to date</b>			\$0
<b>Pending Work Orders/Contracts</b>			\$0
<b>Current Work Orders</b>			<u>\$56,050.00</u>
<b>Balance</b>			\$868,950.00
<b>Recommended Action :</b>			
Adopt Resolution 2018-XX approving multiple work orders in the amount of \$74,800.00 with Pond & Company, for design services for Indian Trails Sports Complex Improvements.			

**RESOLUTION 2018 - \_\_\_\_\_**  
**INDIAN TRAILS SPORTS COMPLEX IMPROVEMENTS**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF MULTIPLE WORK ORDERS WITH POND & COMPANY, FOR DESIGN SERVICES FOR IMPROVEMENTS TO INDIAN TRAILS SPORTS COMPLEX; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE WORK ORDERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Pond & Company desires to provide design services for improvements to Indian Trails Sports Complex for the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to approve multiple work orders with Pond & Company for the above referenced services.

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

**SECTION 1. APPROVAL OF WORK ORDERS.** The City Council of the City of Palm Coast hereby approves the terms and conditions of multiple work orders with Pond & Company, 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 16<sup>th</sup> day of October 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

---

MILISSA HOLLAND, MAYOR

---

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Work Orders with Pond & Company

Approved as to form and legality

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

WORK ORDER # 1  
 PO #: \_\_\_\_\_



DATE: 09 / 12 / 20 18

Project Manager's Initials SK

SUPPLIER INFORMATION		BID DETAILS	
Name	Pond & Company	Project Title	ITSC Complex Improvements
Street	10199 Southside Blvd., Suite 103	Bid #	RFSQ-CD-CME-18-12
City, State, Zip	Jacksonville, Fl 32256	City Council Approval date	2/6/2018

TOTAL COST: \$ 18,750.00  
*(must equal amount of Purchase Order)*

- INCORPORATION BY REFERENCE** The provisions of the agreement dated September 12 2018 ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
- METHOD OF COMPENSATION** (chose one):  **FIXED FEE**  **NOT TO EXCEED\***  
 Fixed - Amount Proposed is set amount for services - will not change regardless of time. Not to exceed -: Spend over time shall not exceed Total Cost without approved change order  
 \*If "NOT TO EXCEED", then TOTAL COST is (chose one):  **UNIT BASED**  **PERCENT OF FIXED FEE**      %
- PRICING** (chose one):  **ATTACHED**  **INCLUDED IN CONTRACT**
- SCHEDULE** (chose one):  **AS NEEDED BASIS**  **SHALL BE COMPLETED BY -** 12 / 09 / 20 18
- DESCRIPTION OF SERVICES** (chose one):  **ATTACHED**  **INCLUDED IN CONTRACT**
- OTHER ATTACHMENTS TO THIS WORK ORDER:**  **No**  **Yes** If yes, identify below:  
 \_\_\_\_\_  
 \_\_\_\_\_
- TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work Order and the Agreement.
- CONFLICT.** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

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

**SUPPLIER APPROVAL**

By: *Nina Sickler*  
 Print: Nina Sickler  
 Title: Vice President  
 Date: 9/14/2018

**CITY APPROVAL**

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: **Assistant City Manager or Designee**  
 Date: \_\_\_\_\_



10199 Southside Blvd., Suite 103  
Jacksonville, FL 32256

T: 904.543.0400 | F: 904.543.0203  
www.pondco.com

September 10, 2018

Ms. Susan Knopf  
Project Coordinator, City of Palm Coast  
160 Lake Avenue, Suite 203  
Palm Coast, Florida 32164

Re: Indian Trails Sports Complex  
Improvements to the Maintenance Building and Complex Parking Lot Lighting  
5455 Belle Terre Parkway  
Palm Coast, FL 32137

Ms. Knopf,

**Pond & Company (Pond)** is pleased to provide this proposal to **The City of Palm Coast, FL** (i.e. the "Client") for professional Architectural and Engineering services for Indian Trails Sports Complex in Palm Coast, FL. Our fee proposal is based on the information discussed during our joint site visit on July 17, 2018, the Client provided original scope of work email dated July 11, 2018 (including an ADA consulting services report for the above referenced complex dated 2012 completed by ADAAG), the existing facility PDF drawings provided by the client, our phone conference on August 24, 2018 and our meeting on Sept. 5, 2018. POND's services will be in three phases: Phase I - Design Services (60%), Phase II - Final Documentation & Specifications Services (100%), and Phase III – Professional Services During Construction (Construction Administration).

POND shall provide the Phase I, Phase II and Phase III scope of services as outlined below utilizing the City of Palm Coast provided scope and staff direction. The Project Point of Contact for the City of Palm Coast is Susan Knopf. Email: [sknopf@palmcoastgov.com](mailto:sknopf@palmcoastgov.com) Office: 386-986-2463 Mobile: 386-569-4894. The Project Point of Contact for POND is Kinsey Polychrones. Email: [polychronesk@pondco.com](mailto:polychronesk@pondco.com) Office: 904-543-0440 Mobile: 904-568-9418. POND will provide professional architectural and engineering services to execute the following Scope of Work.

#### **SCOPE OF WORK**

##### **EXISTING FACILITIES AND SITE ITEMS INCLUDED:**

- Maintenance Building
- Parking Lot and Entry Road Lighting Fixtures

##### **Assessments:**

POND shall perform an assessment of the existing facility for compliance related issues with chemical storage, proper ventilation and proper signing. POND will provide written assessment report of our findings with our recommendations for repairs and/or upgrades.

**Architectural and Engineering Design:**

POND shall provide architectural, mechanical and electrical engineering services for the outlined scope of work. The existing building will be designed to include upgraded lighting fixtures, wiring and ventilation as required to address any code related items for existing chemical storage spaces.

**Specifications Package:**

POND shall prepare sheet specifications based on the City Standards as well as technical specifications to match the construction drawings for the project. Fixtures accessible to the public shall be specified as vandal resistant unless directed otherwise. LED lighting will be specified unless directed otherwise. Plumbing fixtures shall be water efficient unless directed otherwise.

**Cost Estimates:**

POND shall prepare detailed opinions of probable cost for the anticipated cost of construction for the 60% and 100% design submittals.

**PHASE I –DESIGN SERVICES (60%)**

Client to provide POND with a current survey of the existing property (digital if possible) as well as any current products, fixtures, materials or vendor standards pre-approved and accepted by the Client for our use in developing the Project Design. The design will address the items outlined in the provided Assessment and Recommendations Report(s) and from additional direction from City staff for the facilities listed in the scope of work. POND will utilize the existing facility PDF's provided by the Client and our field verifications to develop new digital design documents for the above-mentioned facilities and site scope of work.

**Deliverables:**

POND shall provide the 60% Submittal Package to the City of Palm Coast to receive input and final decisions on Scope and Budget. POND shall submit a PDF copy of the Design Development Documents and Specifications to the City of Palm Coast for review. Upon completion of the Client review of the Design deliverables, POND shall set up a client meeting to accomplish the following:

- Review preliminary designs for comments and additional client input.
- Resolve design questions raised by POND and the Client.
- Value engineering as directed by the Client.

**Design Development (60% Submittal):**

POND shall provide the following minimum expected deliverables in this phase:

- Site Plan
- Demolition plans and specifications
- Architectural plan and elevations
- Architectural sections and details for all building elements
- Electrical plan and schedule
- Lighting plan and schedule
- Mechanical plan and schedule
- Site Photometrics plan
- List of all drawings and specification sections
- Code Review all disciplines

- Cost Estimate (60%)

### **PHASE II – FINAL DESIGN & SPECIFICATIONS SERVICES (100%)**

#### **Deliverables:**

POND shall incorporate 60% Client comments into the final 100% submittal prior to the date of the Bid Advertisement. Following review and acceptance of the 100% submittal documents POND will issue all final documents in a digital format as well as two (2) full size (24x36) sets of construction documents and associated specifications for the City of Palm Coast to issue for bidding and permitting distribution.

#### **Permit / Construction Documents & Specifications (100% Submittals):**

POND shall provide the following minimum expected deliverables in this phase:

- Final Site Plan
- Final Architectural plan and elevations
- Final Architectural details
- Final Electrical plan, diagrams and schedules
- Final Lighting plan and schedule
- Final Mechanical plan and schedule
- Final Site Photometrics plan
- List of all drawings and specification sections for all disciplines
- Reasonable revisions requested by the AHJ to obtain building permits
- Final Technical Specifications

#### **Bidding / Award Process:**

The City will advertise, receive and open bids; and write and award the construction contract(s). POND shall assist the City of Palm Coast with the bidding process by providing the following services, as requested:

- Attend One (1) Pre-Bid Conference
- Respond to clarification questions
- Assist in the review and evaluation of the bids

Any Value Engineering scope of work after the 100% submittal to achieve budget is not part of this proposal. POND shall not proceed with any Value Engineering scope of work after 100% submittal until a separate scope and fee proposal has been prepared by POND and approved by the Client.

### **PHASE III – PROFESSIONAL SERVICES DURING CONSTRUCTION (CONSTRUCTION ADMINISTRATION)**

Phase III services include construction administration after the project has been awarded to a contractor by the City of Palm Coast. POND shall assist the city of Palm Coast with the construction administration process by providing the following services, as requested:

- Review project submittals
- Respond to in-field construction items
- Review / approve applications for contractor payment
- Site Visit – one (1) included
- Project closeout

**PROJECT SCHEDULE**

- Kick-Off Meeting – Within One (1) week from City of Palm Coast acceptance of scope and fee proposal and official Notice to Proceed
- Facility Assessment – Within One (1) week of Project Kickoff
- 60% Design Development Submittal – Four (4) weeks from project kickoff
- City of Palm Coast Review – Three (3) weeks from receipt of 60% submittal
- Client Meeting – Review 60% Design Submittal - Within One (1) week of Client review completion and notification
- 100% Construction Documents & Final Specifications Submittal – Three (3) weeks from return of 60% Client comments
- Bidding / Award Services – TBD based on advertisement of project and selection

**ADDITIONAL SERVICES**

POND may undertake additional services at the request of the Client, this work may include but is not limited to the following. Civil engineering, Environmental Services, Interior Design, Permitting or anything not specifically outlined in the scope of work. Any additional services requested by the client will be provided at an additional fee with a written and agreed to scope of services prior to POND starting said services.

**FEES AND TERMS OF PAYMENT**

POND proposes to complete the professional services and scope of work specifically stated above for Phase I, Phase II, Phase III and reimbursable expenses including mileage, printing and shipping, for a lump sum fee of **\$18,750.00**, excluding reimbursable expenses which will be billed as actual plus approved markup for administration. A breakdown of the fee based on Phases and Payment schedule is provided below.

**PHASE I – \$9,500.00**

**PHASE II – \$6,675.00**

**PHASE III – \$2,575.00**

**REIMBURSABLES - INCLUDED**

We appreciate this opportunity to work with you on this project. If you find this proposal acceptable, please provide a work order for services to be executed by our Principal in Charge, Nina Sickler, Vice President - Email: [sicklern@pondco.com](mailto:sicklern@pondco.com)

Sincerely,



**Kinsey Polychrones, AIA, NCARB, LEED AP**  
Practice Leader

WORK ORDER # 2  
PO #: \_\_\_\_\_



DATE: 9 / 12 / 20 18

Project Manager's Initials SK

SUPPLIER INFORMATION		BID DETAILS	
Name	Pond & Company	Project Title	ITSC - Restroom Pavilion Upgrades
Street	10199 Southside BLVD., Suite 103	Bid #	RFSQ-CD-CME-18-12
City, State, Zip	Jacksonville, Fl 32256	City Council Approval date	2/6/2018

TOTAL COST: \$ 29,950.00  
(must equal amount of Purchase Order)

- INCORPORATION BY REFERENCE** The provisions of the agreement dated September 12, 2018 ("Agreement") are hereby expressly incorporated into and made a part of this Work Order.
- METHOD OF COMPENSATION** (chose one):  **FIXED FEE**  **NOT TO EXCEED\***  
Fixed - Amount Proposed is set amount for services - will not change regardless of time. Not to exceed -: Spend over time shall not exceed Total Cost without approved change order  
\*If "NOT TO EXCEED", then TOTAL COST is (chose one):  **UNIT BASED**  **PERCENT OF FIXED FEE** \_\_\_ %
- PRICING** (chose one):  **ATTACHED**  **INCLUDED IN CONTRACT**
- SCHEDULE** (chose one):  **AS NEEDED BASIS**  **SHALL BE COMPLETED BY -** 12/09/2018
- DESCRIPTION OF SERVICES** (chose one):  **ATTACHED**  **INCLUDED IN CONTRACT**
- OTHER ATTACHMENTS TO THIS WORK ORDER:**  No  Yes If yes, identify below:  
\_\_\_\_\_  
\_\_\_\_\_

- TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work Order and the Agreement.
- CONFLICT.** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

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

**SUPPLIER APPROVAL**

By: [Signature]  
Print: Nina Sickler  
Title: Vice President  
Date: 9/14/2018

**CITY APPROVAL**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Assistant City Manager or Designee  
Date: \_\_\_\_\_



10199 Southside Blvd., Suite 103  
Jacksonville, FL 32256

T: 904.543.0400 | F: 904.543.0203  
www.pondco.com

September 7, 2018

Ms. Susan Knopf  
Project Coordinator, City of Palm Coast  
160 Lake Avenue, Suite 203  
Palm Coast, Florida 32164

Re: Indian Trails Sports Complex – Restroom Pavilion Upgrades  
Improvements to Restroom / Concession Building @Field 3 : Restroom / Picnic Building @ Field 2  
5455 Belle Terre Parkway  
Palm Coast, FL 32137

Ms. Knopf,

**Pond & Company (Pond)** is pleased to provide this proposal to **The City of Palm Coast, FL** (i.e. the “Client”) for professional Architectural and Engineering services for Indian Trails Sports Complex in Palm Coast, FL. Our fee proposal is based on the information discussed during our joint site visit on July 17, 2018, the Client provided original scope of work email dated July 11, 2018 (including an ADA consulting services report for the above referenced complex dated 2012 completed by ADAAG), the existing facility PDF drawings provided by the client, our phone conference on August 24, 2018 and our meeting on Sept. 5, 2018. POND’s services will be in three phases: Phase I - Design Services (60%), Phase II - Final Documentation & Specifications Services (100%), and Phase III – Professional Services During Construction (Construction Administration).

POND shall provide the Phase I, Phase II and Phase III scope of services as outlined below utilizing the City of Palm Coast provided scope and staff direction. The Project Point of Contact for the City of Palm Coast is Susan Knopf. Email: [sknopf@palmcoastgov.com](mailto:sknopf@palmcoastgov.com) Office: 386-986-2463 Mobile: 386-569-4894. The Project Point of Contact for POND is Kinsey Polychrones. Email: [polychronesk@pondco.com](mailto:polychronesk@pondco.com) Office: 904-543-0440 Mobile: 904-568-9418. POND will provide professional architectural and engineering services to execute the following Scope of Work.

#### **SCOPE OF WORK**

##### **EXISTING FACILITIES INCLUDED:**

- Restroom and Concession building @ Field 3
- Restroom and Picnic building @ Field 2

##### **Architectural and Engineering Design:**

POND shall provide architectural, plumbing and electrical engineering design services for the outlined facilities in this scope of work. The existing buildings will be designed to include upgraded lighting fixtures, plumbing fixtures, ADA fixtures, restroom finishes and access doors.

**Specifications Package:**

POND shall prepare sheet specifications based on the City Standards as well as technical specifications to match the construction drawings for the project. Fixtures accessible to the public shall be specified as vandal resistant unless directed otherwise. LED lighting will be specified unless directed otherwise. Plumbing fixtures shall be water efficient unless directed otherwise.

**Cost Estimates:**

POND shall prepare detailed opinions of probable cost for the anticipated cost of construction for the 60% and 100% design submittals.

**PHASE I –DESIGN SERVICES (60%)**

Client to provide POND with a current survey of the existing property (digital if possible) as well as any current products, fixtures, materials or vendor standards pre-approved and accepted by the Client for our use in developing the Project Design. The design will address the items outlined in the Client provided Assessment and Recommendations Report(s) and from additional direction from City staff for the facilities listed in the scope of work. POND will utilize the existing facility PDF's provided by the Client and our field verifications to develop new digital design documents for the above-mentioned facilities scope of work.

**Deliverables:**

POND shall provide the 60% Submittal Package to the City of Palm Coast to receive input and final decisions on Scope and Budget. POND shall submit a PDF copy of the Design Development Documents and Specifications to the City of Palm Coast for review. Upon completion of the Client review of the Design deliverables, POND shall set up a client meeting to accomplish the following:

- Review preliminary designs for comments and additional client input.
- Resolve design questions raised by POND and the Client.
- Value engineering as directed by the Client.

**Design Development (60% Submittal):**

POND shall provide the following minimum expected deliverables in this phase:

- Site Plan(s)
- Demolition plans and specifications
- Architectural plans and elevations for each building
- Architectural sections and details for all necessary building elements
- Electrical plan and schedule(s)
- Lighting plan and schedule(s)
- Plumbing plan and schedule(s)
- List of drawings and specification sections
- Code Review all disciplines
- Cost Estimate (60%)

## **PHASE II – FINAL DESIGN & SPECIFICATIONS SERVICES (100%)**

### **Deliverables:**

POND shall incorporate 60% Client comments into the final 100% submittal prior to the date of the Bid Advertisement. Following review and acceptance of the 100% submittal documents POND will issue all final documents in a digital format as well as two (2) full size (24x36) sets of construction documents and associated specifications for the City of Palm Coast to issue for bidding and permitting distribution.

### **Permit / Construction Documents & Specifications (100% Submittals):**

POND shall provide the following minimum expected deliverables in this phase:

- Final Site Plan(s)
- Final Architectural plans and elevations for each building
- Final Architectural details
- Final Electrical plan(s), diagrams and schedules
- Final Lighting plan(s) and schedule(s)
- Final Plumbing plan(s) and schedule(s)
- List of all drawings and specification sections for all disciplines
- Final equipment and finish schedules
- Reasonable revisions requested by the AHJ to obtain building permits
- Final Technical Specifications

### **Bidding / Award Process:**

The City will advertise, receive and open bids; and write and award the construction contract(s). POND shall assist the City of Palm Coast with the bidding process by providing the following services, as requested:

- Attend One (1) Pre-Bid Conference
- Respond to clarification questions
- Assist in the review and evaluation of the bids

Any Value Engineering scope of work after the 100% submittal to achieve budget is not part of this proposal. POND shall not proceed with any Value Engineering scope of work after 100% submittal until a separate scope and fee proposal has been prepared by POND and approved by the Client.

## **PHASE III – PROFESSIONAL SERVICES DURING CONSTRUCTION (CONSTRUCTION ADMINISTRATION)**

Phase III services include construction administration after the project has been awarded to a contractor by the City of Palm Coast. POND shall assist the city of Palm Coast with the construction administration process by providing the following services, as requested:

- Review project submittals
- Respond to in-field construction items
- Review / approve applications for contractor payment
- Site Visit – one (1) included
- Project closeout

**PROJECT SCHEDULE**

- Kick-Off Meeting – Within One (1) week from executed Work Order
- Existing Conditions Field Verification – Within One (1) week of Project Kickoff
- 60% Design Development Submittal – Six (6) weeks from project kickoff
- City of Palm Coast Review – Three (3) weeks from receipt of 60% submittal
- Client Meeting – Review 60% Design Submittal - Within One (1) week of Client review completion and notification
- 100% Construction Documents & Final Specifications Submittal – Four (4) weeks from 60% Client Review Meeting
- Bidding / Award Services – TBD based on advertisement of project and selection
- Construction Administration – Through project closeout, schedule based on contractor’s construction schedule and adherence to such

**ADDITIONAL SERVICES**

POND may undertake additional services at the request of the Client, this work may include but is not limited to the following. Civil engineering, Environmental Services, Interior Design, Mechanical Engineering, Permitting or anything not specifically outlined in the scope of work. Any additional services requested by the client will be provided at an additional fee with a written and agreed to scope of services prior to POND starting said services.

**FEES AND TERMS OF PAYMENT**

POND proposes to complete the professional services and scope of work specifically stated above for Phase I, Phase II, Phase III and reimbursable expenses including mileage, printing and shipping, for a lump sum fee of **\$29,950.00**. A breakdown of the fee based on Phases and Payment schedule is provided below.

**PHASE I – \$14,075.00**

**PHASE II – \$9,900.00**

**PHASE III – \$5,975.00**

**REIMBURSABLE EXPENSES – Included**

We appreciate this opportunity to work with you on this project. If you find this proposal acceptable, please provide a work order for services to be executed by our Principal in Charge, Nina Sickler, Vice President - Email: [sicklern@pondco.com](mailto:sicklern@pondco.com)

Sincerely,



**Kinsey Polychrones, AIA, NCARB, LEED AP**  
Practice Leader

WORK ORDER # \_\_\_\_\_

PO #: \_\_\_\_\_



DATE: 9 / 20 /20 18

Project Manager's Initials SK \_\_\_\_\_

SUPPLIER INFORMATION		BID DETAILS	
Name	Pond & Company	Project Title	ITSC Complex Improvements
Street	10199 /Southside Blvd., Suite 103	Bid #	RFSQ-CD-CM-18-12
City, State, Zip	Jacksonville, Fl 32256	City Council Approval date	2/6/2018

TOTAL COST: \$26,100.00  
*(must equal amount of Purchase Order)*

1. **INCORPORATION BY REFERENCE** The provisions of the agreement dated 09 / 20 / 2018 ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.

2. **METHOD OF COMPENSATION** (chose one):  FIXED FEE  NOT TO EXCEED\*  
*Fixed - Amount Proposed is set amount for services - will not change regardless of time. Not to exceed -: Spend over time shall not exceed Total Cost without approved change order*

\*If "NOT TO EXCEED", then TOTAL COST is (chose one):  UNIT BASED  PERCENT OF FIXED FEE \_\_\_ %

3. **PRICING** (chose one):  ATTACHED  INCLUDED IN CONTRACT

4. **SCHEDULE** (chose one):  AS NEEDED BASIS  SHALL BE COMPLETED BY - 12 / 09 / 20 18

5. **DESCRIPTION OF SERVICES** (chose one):  ATTACHED  INCLUDED IN CONTRACT

6. **OTHER ATTACHMENTS TO THIS WORK ORDER:**  No  Yes If yes, identify below:

\_\_\_\_\_

7. **TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work Order and the Agreement.

8. **CONFLICT.** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

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

SUPPLIER APPROVAL

By: Nina Sickler  
Print: Nina Sickler  
Title: Vice President  
Date: 9/21/2018

CITY APPROVAL

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Assistant City Manager or Designee  
Date: \_\_\_\_\_



10199 Southside Blvd., Suite 103  
Jacksonville, FL 32256

T: 904.543.0400 | F: 904.543.0203  
www.pondco.com

September 10, 2018

Ms. Susan Knopf  
Project Coordinator, City of Palm Coast  
160 Lake Avenue, Suite 203  
Palm Coast, Florida 32164

Re: Indian Trails Sports Complex  
Improvements to Restroom / Concession / Scorer's Building @ Baseball Fields  
5455 Belle Terre Parkway  
Palm Coast, FL 32137

Ms. Knopf,

**Pond & Company (Pond)** is pleased to provide this proposal to **The City of Palm Coast, FL** (i.e. the "**Client**") for professional Architectural and Engineering services for Indian Trails Sports Complex in Palm Coast, FL. Our fee proposal is based on the information discussed during our joint site visit on July 17, 2018, the Client provided original scope of work email dated July 11, 2018 (including an ADA consulting services report for the above referenced complex dated 2012 completed by ADAAG), the existing facility PDF drawings provided by the client, our phone conference on August 24, 2018 and our meeting on Sept. 5, 2018. POND's services will be in three phases: Phase I - Design Services (60%), Phase II - Final Documentation & Specifications Services (100%), and Phase III – Professional Services During Construction (Construction Administration).

POND shall provide the Phase I, Phase II and Phase III scope of services as outlined below utilizing the City of Palm Coast provided scope and staff direction. The Project Point of Contact for the City of Palm Coast is Susan Knopf. Email: [sknopf@palmcoastgov.com](mailto:sknopf@palmcoastgov.com) Office: 386-986-2463 Mobile: 386-569-4894. The Project Point of Contact for POND is Kinsey Polychrones. Email: [polychronesk@pondco.com](mailto:polychronesk@pondco.com) Office: 904-543-0440 Mobile: 904-568-9418. POND will provide professional architectural and engineering services to execute the following Scope of Work.

#### **SCOPE OF WORK**

##### **EXISTING FACILITIES INCLUDED:**

- Restroom / Concession / Scorer's Building @ Baseball Fields

##### **Architectural and Engineering Design:**

POND shall provide architectural, plumbing, mechanical and electrical engineering services for the outlined facilities in the scope of work. The existing building will be designed to include upgraded lighting fixtures, plumbing fixtures, ADA compliance, restroom finishes, access doors (as required), demolition and repairs to water damaged areas, electrical upgrades to concession

area panel for equipment loading, interior finishes for concession and scorer's loft, new windows and ventilation for scorer's loft.

**Specifications Package:**

POND shall prepare sheet specifications based on the City Standards as well as technical specifications to match the construction drawings for the project. Fixtures accessible to the public shall be specified as vandal resistant unless directed otherwise. LED lighting will be specified unless directed otherwise. Plumbing fixtures shall be water efficient unless directed otherwise.

**Cost Estimates:**

POND shall prepare detailed opinions of probable cost for the anticipated cost of construction for the 60% and 100% design submittals.

**PHASE I –DESIGN SERVICES (60%)**

Client to provide POND with a current survey of the existing property (digital if possible) as well as any current products, fixtures, materials or vendor standards pre-approved and accepted by the Client for our use in developing the Project Design. The design will address the items outlined in the provided Assessment and Recommendations Report(s) and from additional direction from City staff for the facilities listed in the scope of work. POND will utilize the existing facility PDF's provided by the Client and our field verifications to develop new digital design documents for the above-mentioned facilities and site scope of work.

**Deliverables:**

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- Value engineering as directed by the Client.

**Design Development (60% Submittal):**

POND shall provide the following minimum expected deliverables in this phase:

- Site Plan
- Demolition plans and specifications
- Architectural plans and elevations for each building
- Architectural sections and details for all building elements
- Electrical plan and schedule(s)
- Lighting plan and schedule(s)
- Plumbing plan and schedule(s)
- Mechanical plan and schedule(s)
- List of all drawings and specification sections
- Code Review all disciplines
- Cost Estimate (60%)

## **PHASE II – FINAL DESIGN & SPECIFICATIONS SERVICES (100%)**

### **Deliverables:**

POND shall incorporate 60% Client comments into the final 100% submittal prior to the date of the Bid Advertisement. Following review and acceptance of the 100% submittal documents POND will issue all final documents in a digital format as well as two (2) full size (24x36) sets of construction documents and associated specifications for the City of Palm Coast to issue for bidding and permitting distribution.

### **Permit / Construction Documents & Specifications (100% Submittals):**

POND shall provide the following minimum expected deliverables in this phase:

- Final Site Plan
- Final Architectural plans and elevations for each building
- Final Architectural details
- Final Electrical plan(s), diagrams and schedules
- Final Lighting plan(s) and schedule(s)
- Final Plumbing plan(s) and schedule(s)
- Final Mechanical plan(s) and schedule(s)
- List of all drawings and specification sections for all disciplines
- Final equipment and finish schedules
- Reasonable revisions requested by the AHJ to obtain building permits
- Final Technical Specifications

### **Bidding / Award Process:**

The City will advertise, receive and open bids; and write and award the construction contract(s). POND shall assist the City of Palm Coast with the bidding process by providing the following services, as requested:

- Attend One (1) Pre-Bid Conference
- Respond to clarification questions
- Assist in the review and evaluation of the bids

Any Value Engineering scope of work after the 100% submittal to achieve budget is not part of this proposal. POND shall not proceed with any Value Engineering scope of work after 100% submittal until a separate scope and fee proposal has been prepared by POND and approved by the Client.

## **PHASE III – PROFESSIONAL SERVICES DURING CONSTRUCTION (CONSTRUCTION ADMINISTRATION)**

Phase III services include construction administration after the project has been awarded to a contractor by the City of Palm Coast. POND shall assist the city of Palm Coast with the construction administration process by providing the following services, as requested:

- Review project submittals
- Respond to in-field construction items
- Review / approve applications for contractor payment
- Site Visit – one (1) included
- Project closeout

**PROJECT SCHEDULE**

- Kick-Off Meeting – Within One (1) week from executed Work Order
- Existing Conditions Field Verification – Within One (1) week of Project Kickoff
- 60% Design Development Submittal – Six (6) weeks from project kickoff
- City of Palm Coast Review – Three (3) weeks from receipt of 60% submittal
- Client Meeting – Review 60% Design Submittal - Within One (1) week of Client review completion and notification
- 100% Construction Documents & Final Specifications Submittal – Four (4) weeks from 60% Client Review Meeting
- Bidding / Award Services – TBD based on advertisement of project and selection
- Construction Administration – Through project closeout, schedule based on contractor’s construction schedule and adherence to such

**ADDITIONAL SERVICES**

POND may undertake additional services at the request of the Client, this work may include but is not limited to the following. Civil engineering, Environmental Services, Interior Design, Permitting or anything not specifically outlined in the scope of work. Any additional services requested by the client will be provided at an additional fee with a written and agreed to scope of services prior to POND starting said services.

**FEES AND TERMS OF PAYMENT**

POND proposes to complete the professional services and scope of work specifically stated above for Phase I, Phase II, Phase III and reimbursable expenses including mileage, printing and shipping, for a lump sum fee of **\$26,100.00**, excluding reimbursable expenses which will be billed as actual plus approved markup for administration. A breakdown of the fee based on Phases and Payment schedule is provided below.

**PHASE I – \$13,050.00**

**PHASE II – \$8,850.00**

**PHASE III – \$4,200.00**

**REIMBURSABLE EXPENSES – Included**

We appreciate this opportunity to work with you on this project. If you find this proposal acceptable, please provide a work order for services to be executed by our Principal in Charge, Nina Sickler, Vice President - Email: [sicklern@pondco.com](mailto:sicklern@pondco.com)

Sincerely,



**Kinsey Polychrones, AIA, NCARB, LEED AP**  
Practice Leader

# City of Palm Coast, Florida Agenda Item

Agenda Date: 10/02/2018

<b>Department</b>	Planning	<b>Amount</b>
<b>Item Key</b>	3909	<b>Account</b>
<b>Subject</b>	RESOLUTION 2018-XX APPROVING MODIFICATION #2 TO THE AGREEMENT BETWEEN THE CITY OF PALM COAST AND FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR THE PURCHASE AND INSTALLATION OF A GENERATOR AT CITY HALL	
<b>Background :</b>		
<p>This item is time sensitive in nature and requires City Council approval. The Florida Division of Emergency Management (FDEM) requires Modification #2 to be approved by City Council. This modification allows the City to recuperate 75% (\$8,400.00) of the pre-award design fees (\$11,200.00) by OCI that we have already paid to OCI.</p>		
<b><u>Original background from August 7, 2018 Council Meeting-Modification #1 to the FDEM Agreement</u></b>		
<p>In June 2017, City staff submitted eight grant applications to Florida Division of Emergency Management (FDEM) for 32 generators associated with City Hall, Community Center, 15 PEP pump stations and 15 Lift stations through the Hazard Mitigation Grant Program (HMGP) as a result of Hurricane Matthew Disaster Declaration (FEMA-4283-DR-FL). Prior to application, the referenced projects were integrated into the Flagler County Local Mitigation Strategy Plan (LMS) and subsequently prioritized with other community stakeholder projects in April 2017. The LMS working group approved 19 prioritized projects across the County for funding under Hurricane Matthew. The prioritizing of the projects and ensuring compliance with the LMS is a prerequisite of pursuing HMGP grant funding.</p>		
<p>With the exception of the Community Center, all City of Palm Coast applications advanced to the Federal Emergency Management Agency (FEMA) for further processing and consideration. The Community Center did not meet project criteria during FDEM's review based on the benefit cost analysis and function. The City Hall serves as a critical facility during disasters and provides emergency operations.</p>		
<p>The City of Palm Coast received the Federally-funded Subaward and Grant Agreement for the City Hall generator on December 11, 2017. The Federal Award Date is November 13, 2017 with a performance start and end date of "upon execution thru November 30, 2019". FDEM serves as a Sub-Recipient, "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal Program", and will be managing contract compliance on behalf of FEMA.</p>		
<p>The original HMGP application for City Hall indicated a 750 kW generator. After working with FDEM on the original agreement, staff identified an opportunity to modify the agreement and secure funding for a larger generator at a 1,000 kW capacity. The modification request was transmitted on April 23, 2018 and was successfully approved with FDEM and FEMA.</p>		
<p>The City Hall Generator cost share is 75% federal and 25% local. A comparison of the previously approved contract budget vs. the modified agreement budget is provided below.</p>		

Original Agreement

Project Cost: \$365,755.00 (100%)

Federal Share: \$274,316.00 (75%)

Local Share: \$91,439.00 (25%)

Modified Agreement

Project Cost: \$430,729.00 (100%)

Federal Share: \$323,047.00 (75%)

Local Share: \$107,682.00 (25%)

The City's share has been budgeted for this fiscal year through the Capital Projects Fund in the amount of \$285,000.

The City of Palm Coast and the Florida Division of Emergency Management is requesting modification to the subgrant agreement to reflect the increase in federal funding in the amount of \$48,731.00 and local funding in the amount of \$16,243.00.

**Recommended Action :**

Adopt Resolution 2018-xx approving modification #2 to the agreement between the City of Palm Coast and Florida Division of Emergency Management for the purchase and installation of a generator at City Hall.

**RESOLUTION 2018 - \_\_\_\_**  
**HAZARD MITGATION GRANT PROGRAM**  
**CITY HALL GENERATOR AGREEMENT**  
**MODIFICATION #2**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A MODIFICATION TO FEMA AGREEMENT NUMBER H0023, FOR PROJECT NUMBER 4283-24-R; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast request approval of a modification to the FEMA Agreement Number H0023 for Project Number 4283-24-R, the City of Palm Coast; and

**WHEREAS**, Resolution 2017-144 and Resolution 2018-105 contain a scrivener’s error regarding the project number and this Resolution hereby contains and corrects the project number; and

**WHEREAS**, the City Council of the City of Palm Coast desires to approve the modification, for the above referenced project.

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

**SECTION 1. APPROVAL OF AGREEMENT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the modification to the FEMA agreement number H0023 for Project Number 4283-24-R, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 16<sup>th</sup> day of October 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit "A" – 4283-24-R, MOD#2

Approved as to form and legality

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

Contract Number: H0023

Project Number: 4283-24-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN  
THE DIVISION OF EMERGENCY MANAGEMENT AND  
CITY OF PALM COAST**

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This Modification Number Two is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Palm Coast ("the Recipient") to modify Contract Number H0023, dated January 5, 2018 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Recipient under the Hazard Mitigation Grant Program of \$323,047.00, in Federal Funds; and

WHEREAS, the Division and the Recipient desire to modify the Agreement; and

WHEREAS, the Division and the Recipient desire to provide the commencement date of the Agreement to February 17, 2017.

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

1. Paragraph 3 of the Agreement is hereby amended to read as follows:

This Agreement shall begin February 17, 2017 and shall end November 30, 2019, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

2. The Attachment A to the Agreement, is hereby modified as set forth in 2<sup>nd</sup> Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
5. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

**RECIPIENT: City of Palm Coast**

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

Name and Title: \_\_\_\_\_

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

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

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

Name and Title: Michael Kennett, Deputy Director

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

**Attachment A**  
**2<sup>nd</sup> Revision**  
**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work (SOW) is to provide electric power during and immediately after a storm event to the City Hall in Palm Coast, Flagler County, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4283-24-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Palm Coast agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

**Project Overview:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall purchase and install an emergency generator at Palm Coast City Hall located at 160 Lake Avenue, Palm Coast, Florida 32164, (29.486360, -81.208295).

The proposed project includes a 1,000 kW generator that shall be installed on a concrete pad to provide the City Hall with electric power during and immediately after a storm event. Avoiding outages to this facility shall allow the call center to expand and shall stage employees to manage documentation and to assist citizens that could provide essential information of affected infrastructure allowing City staff to respond.

The project is designed to provide protection up to a 102-year event. Activities shall be completed in strict compliance.

**TASKS & DELIVERABLES:**

**A. Tasks:**

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

The Sub-Recipient shall provide executed contracts with contractors and/or subcontractors to the Division within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the building from windblown debris resulting from high wind storms which shall allow the function of the structure(s) to continue following a severe wind event. The structure shall upgrade to meet Florida Building Code and/or Miami Dade Requirements, includes all exterior openings.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.

- b) Local Building Official Inspection Report and Final Approval.
  - c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
  - d) Signed and Sealed copy of the As-built plans, as applicable.
  - e) Certified Letter of Completion, as applicable –
    - 1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
    - 2. Certify Compliance with all applicable codes.
  - f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
  - g) Proof of compliance with Project Requirements and Conditions contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request, attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

**Construction Expense:** The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

**Project Management Expenses:** The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

#### **B. Deliverables:**

Mitigation Activities consist of installing a 1,000 kW generator at Palm Coast City Hall located at 160 Lake Avenue, Palm Coast, Florida 32164, that shall provide electric power during and after a storm event.

The project is designed to provide protection up to a 102-year event. Activities shall be completed in strict compliance.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

#### **PROJECT CONDITIONS AND REQUIREMENTS:**

##### **C. Engineering:**

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final approval; as applicable.
- 3) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or

letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes

- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

**D. Environmental:**

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. The Division and FEMA shall approve a change in the scope of work *in advance regardless of the budget implications*.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E. Programmatic:**

- 1) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new

schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30-days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

This is FEMA project number **HMGP4283-24-R**, funded under FEMA-4283-DR-FL.

The project was awarded by FEMA November 13, 2017, this project was executed on February 06, 2018; Pre-Award Cost date of February 17, 2017; and the Period of Performance for this project shall end on **November 30, 2019**.

**F. FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

**SCHEDULE OF WORK**

State and Local Contracting:	3 Months
Design / Permitting:	3 Months
Bidding and Contracting:	3 Months
Construction / Installation:	12 Months
Final Inspection/Closeout:	3 Months
<b>Total Period of Performance:</b>	<b>24 Months</b>

**BUDGET**

**Line Item Budget\***

	<u>Project Cost</u>	<u>Federal Share</u>	<u>Local Share</u>
Materials:	\$274,304.00	\$205,728.00	\$68,576.00
Labor :	\$143,250.00	\$107,438.00	\$35,812.00
Fees:	\$1,975.00	\$1,481.00	\$494.00
Pre-Award	\$11,200.00	\$8,400.00	\$2,800.00
<b>Total:</b>	<b>\$ 430,729.00</b>	<b>\$ 323,047.00</b>	<b>\$ 107,682.00</b>

*\*Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*This project has a Pre-Award amount of \$11,200.00 project costs with a start date of **February 17, 2017**.*

**Funding Summary**

Federal Share:	\$323,047.00	(75%)
Local Share:	\$107,682.00	(25%)
<b>Total Project Cost:</b>	<b>\$ 430,729.00</b>	<b>(100%)</b>

## City of Palm Coast, Florida Agenda Item

Agenda Date: 10/9/2018

<b>Department</b>	UTILITY	<b>Amount</b>	\$95,903.00
<b>Item Key</b>	4438	<b>Account</b>	54019083 052030 54019084 052030
<b>Subject</b>	RESOLUTION 2018-XX APPROVING A MASTER PRICE AGREEMENT WITH POLYDYNE INC. FOR THE PURCHASE OF LIQUID POLYMER.		
<b>Background :</b>	<p>The City's Utility Department/Wastewater Treatment Division utilizes liquid polymer which is used in the dewatering process in wastewater treatment. The City of Palm Coast bid the annual supply of liquid polymer in ITB-UT-18-64. Polydyne Inc. was the low bid of C-6287 polymer at \$1.120 per pound for Wastewater Treatment Plant #1 and C-6286 polymer at \$1.120 per pound for Wastewater Treatment Plant #2.</p> <p>Staff recommends that the City approve a master price agreement with Polydyne Inc. for liquid polymer based on the City of Palm Coast bid ITB-UT-18-64. The notice of intent to award and project bid overview are attached to this agenda item.</p> <p>This chemical will be purchased on an as needed basis. Funds are appropriated in the Operating Budget of the Utility Enterprise Fund. Annual spending for FY19 is estimated to be \$95,903.00.</p>		
<b>Recommended Action :</b>	Adopt Resolution 2018-XX approving a Master Price Agreement with Polydyne Inc. for the purchase of liquid polymer.		

**RESOLUTION 2018-\_\_\_\_**  
**LIQUID POLYMER**  
**POLYDYNE INC.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PRICE AGREEMENT WITH POLYDYNE INC.; 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**, Polydyne Inc. has expressed a desire to provide Liquid Polymer, to the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to purchase the above referenced chemical from Polydyne Inc.

**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 with Polydyne Inc. for the annual supply of Liquid Polymer, 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 16th day of October 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment:

Exhibit "A" – Master Price Agreement-Polydyne Inc.

Approved as to form and legality

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



# city of PALM COAST

Administrative Services & Economic Development  
Central Services Division

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

## NOTICE OF INTENT TO AWARD

**Project:** ITB-UT-18-64 - Master Price Agreement for Liquid Polymer

**Date:** 9/5/2018

**Appeal Deadline:** Appeals must be filed by 5:00 PM on 9/7/2018

Firm	Bid
Polydyne Inc.	WWTP#1 C-6287
Riceboro, GA	\$1.120 per pound
	WWTP#2 C-6286
	\$1.120 per pound

The intent of the City of Palm Coast is to award ITB-UT-18-64 to Polydyne Inc.

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

*A 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.*



# ITB-UT-18-64 - Master Price Agreement for Liquid Polymer

## Project Overview

Project Details	
Reference ID	ITB-UT-18-64
Project Name	Master Price Agreement for Liquid Polymer
Project Owner	Kelly Downey
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Invitation to Bid is issued for the purpose of securing a firm price per tote (delivered) for the purchase of Liquid Polymer to be used at Wastewater Treatment Plant 1 and Wastewater Treatment Plant 2 locations.
Open Date	Aug 01, 2018 8:00 AM EDT
Close Date	Aug 30, 2018 2:00 PM EDT

Awarded Suppliers	Reason	Score
Polydyne Inc.		2,000.00 pts

## Seal status



Requested Information	Unsealed on	Unsealed by
Forms	Aug 30, 2018 2:01 PM EDT	Jesse Scott
Pricing WWTP#1	Aug 30, 2018 2:01 PM EDT	Jesse Scott
Pricing WWTP#2	Aug 30, 2018 2:01 PM EDT	Jesse Scott
Addenda	Aug 30, 2018 2:01 PM EDT	Jesse Scott

## Conflict of Interest

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

Name	Date Signed	Has a Conflict of Interest?
Kelly Downey	Aug 31, 2018 8:43 AM EDT	No
Danny Ashburn	Aug 30, 2018 2:22 PM EDT	No
Patrick Henderspm	Aug 30, 2018 2:07 PM EDT	No
Gian Pubill	Aug 30, 2018 3:33 PM EDT	No



## Project Criteria

Criteria	Points	Description
Forms 1, 2, 3, 4, & References	Pass/Fail	Forms 1, 2, 3, 4, & References
Pricing WWTP#1	1000 pts	Price Schedule for WWTP #1
Pricing WWTP#2	1000 pts	Price Schedule for WWTP #2
Technical Specifications WWTP#1	Pass/Fail	Technical Specifications WWTP#1
Technical Specifications WWTP#2	Pass/Fail	Technical Specifications WWTP#2
<b>Total</b>	<b>2000 pts</b>	



# Scoring Summary

## Active Submissions

	<b>Total</b>	<b>Forms 1, 2, 3, 4, &amp; References</b>	<b>Pricing WWTP#1</b>	<b>Pricing WWTP#2</b>	<b>Technical Specifications WWTP#1</b>
<b>Supplier</b>	<b>/ 2,000.00 pts</b>	<b>Pass/Fail</b>	<b>/ 1000 pts</b>	<b>/ 1000 pts</b>	<b>Pass/Fail</b>
Polydyne Inc.	2,000.00 pts	Pass	1,000.00 pts (\$2,576.00)	1,000.00 pts (\$2,576.00)	Pass

	<b>Technical Specifications WWTP#2</b>
<b>Supplier</b>	<b>Pass/Fail</b>
Polydyne Inc.	Pass

## City of Palm Coast, Florida Agenda Item

Agenda Date: 10/9/2018

<b>Department</b>		<b>Amount</b>	\$107,000.00
<b>Item Key</b>	4429	<b>Account</b>	#54019084-052030
<b>Subject</b> RESOLUTION 2018-XX APPROVING PIGGYBACKING THE CITY OF ORMOND BEACH CONTRACT WITH ENVIRONMENTAL OPERATING SOLUTIONS INC. FOR THE PURCHASE OF MICRO C FOR WASTERWATER TREATMENT PLANT 2			
<b>Background :</b>			
<p>The Wastewater Treatment Division is seeking to piggyback the contract from the City of Ormond Beach to purchase Micro C for the biological process for Wastewater Treatment Plant 2 located at 400 Peavey Grade. This chemical is used as a supplementary carbon source necessary to regulate the carbonaceous biochemical oxygen demand (CBOD) in the plant process to meet permit limits. Estimated usage of this chemical for 2019 is 59,777 gallons, at \$1.79 per gallon.</p> <p>Staff recommends that the City Council approve piggybacking the City of Ormond Beach contract with Environmental Operating Solutions Inc., for the purchase Micro C.</p> <p>This chemical will be purchased on an as-needed basis using budgeted funds appropriated by City Council. Funds are appropriated in the operating budget of the Wastewater Treatment Plant 2 under chemicals. Annual spending for FY19 is estimated to be \$107,000.00.</p>			
<b>Recommended Action :</b>			
Adopt Resolution 2018-XX approving piggybacking the City of Ormond Beach contract with Environmental Operating Solutions Inc., to purchase Micro C for Wastewater Treatment Plant 2.			

**RESOLUTION 2018 - \_\_\_\_\_**  
**MICRO C-PIGGYBACK CITY OF ORMOND BEACH AND ENVIRONMENTAL OPERATING SOLUTIONS, INC.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE CONTRACT BETWEEN THE CITY OF ORMOND BEACH AND ENVIRONMENTAL OPERATING SOLUTIONS, INC., FOR THE PURCHASE MICRO C SUPPLEMENTAL CARBON SOURCE FOR WASTEWATER TREATMENT PLANT # 2; AUTHORIZING THE CITY MANAGER, OR DESIGNEE TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Environmental Operating Solutions has expressed a desire to sell the aforementioned Micro C product to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve piggybacking the contract between the City of Ormond Beach and Environmental Operating Solutions for Micro C for Wastewater Treatment Plant 2.

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

**SECTION 1. APPROVAL OF PIGGYBACK CONTRACT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the piggyback contract between the City of Ormond Beach and Environmental Operating Solutions for Micro C, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 16th day of October 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment:  
Exhibit "A" – Engagement letter with Environmental Solutions, Inc.

Approved as to form and legality

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



# City of PALM COAST

**Administrative Services & Economic Development**  
Central Services Division

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

July 6, 2018

Maurice Gutierrez  
Senior VP of Sales and Marketing  
Environmental Operating Solutions Inc. / Micro - c  
160 MacArthur Blvd., Suite 6  
Bourne, MA 02532

**RE: Engagement Letter Authorizing Piggyback  
Various chemicals for the Water and Wastewater treatment Plants**

\_\_\_\_\_  
Contract Name  
**2017-24**  
\_\_\_\_\_  
Contract Reference

Dear Maurice Gutierrez,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:  
*Rose Conceicao*  
9C4ED497E51242A...

Rose Conceicao  
Risk Management & Contract Coordinator  
[rconceicao@palmcoastgov.com](mailto:rconceicao@palmcoastgov.com)

**Engagement Letter Authorizing Piggyback  
Various chemicals for the Water and Wastewater treatment Plants**

\_\_\_\_\_  
Contract Name  
**2017-24**  
\_\_\_\_\_  
Contract Reference

**CITY OF PALM COAST**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

Environmental Operating Solutions Inc. / Micro - c

\_\_\_\_\_  
DocuSigned by:  
*Maurice Gutierrez*  
40D47A0167514AB...

\_\_\_\_\_  
Signature

Maurice Gutierrez

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

Jul 7, 2018 | 5:02 AM PDT

\_\_\_\_\_  
Date

In Process



### CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Environmental Operating Solutions Inc. / Micro - c

Project Name: Various chemicals for the Water and Wastewater treatment Plants

Bid/Reference # 2017-24

Contract Type: Piggyback

Contract Value \$ 107000.00

Resolution # \_\_\_\_\_

City Council Approval Date: \_\_\_\_\_

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

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

Length of Contract: 09/19/2019

If Yes, # and length of renewals: 1

Renewable (Y/N): Y

City's Project Manager Danny Ashburn

**Brief Description/Purpose:**

To utilize the pricing on the City of Ormond Beach's contract with Environmental Operating Solutions / Mirco-C to purchase a supplemental carbon source. Pere Ormond Beach this is an Auto-renewal and both parites have agreed to the renewal. The is no signed renewal document since this is an Auto-renewal.

**Approvals:**

Responsible Dept. Director \_\_\_\_\_

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

City Finance \_\_\_\_\_

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

City Attorney \_\_\_\_\_

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

ASED Director \_\_\_\_\_

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

City Manager \_\_\_\_\_

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

**RESOLUTION NO. 2017-189**

A RESOLUTION ACCEPTING BIDS AND AUTHORIZING THE PURCHASE OF VARIOUS CHEMICALS FOR THE CITY'S WATER AND WASTEWATER TREATMENT PLANTS, UNDER BID NO. 2017-24; WAIVING CERTAIN MINIMUM INSURANCE REQUIREMENTS; AUTHORIZING PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

**WHEREAS**, the City advertised for bids (Bid No. 2017-24) for the provision of various chemicals to treat water and wastewater at the City's water and wastewater treatment plants pursuant to section 2-300, *Code of Ordinances*, and

**WHEREAS**, the bid specifications, as well as section 2-300(a)(7), *Code of Ordinances*, reserve to the City the right to accept bids and award contracts to the lowest responsive and responsible bidders, and

**WHEREAS**, the appropriate City staff members have reviewed the bids for the various chemicals: aluminum sulfate from Chemtrade Chemicals US, LLC, at a cost of \$.4788 per gallon; anhydrous ammonia from Airgas Specialty at a cost of \$.72 per pound; scale inhibitor from American Water Chemicals, Inc., at a cost of \$6.20 per gallon; calcium hypochlorite from Brenntag Mid-South at a cost of \$1.71 per pound; caustic soda from Brenntag Mid-South, at a cost of \$627.69 per ton; corrosion inhibitor from Shannon Chemical at a cost of \$1,047.47 per tote; dewatering polymer from Polydyne, Inc., at a cost of \$2,254 per tote; sodium bisulfite from Southern Ionics, Inc., at a cost of \$1.11 per gallon; sodium hypochlorite from Odyssey Manufacturing Co., at a cost of \$.528 per gallon; quicklime from Carmeuse Lime & Stone at a cost of \$216.98 per ton; solid anionic polymer from Polydyne, Inc., at a cost of \$1.58 per pound; liquid carbon dioxide from Praxair, Inc., at a cost of \$.11 per pound; supplemental carbon source

from Environmental Operating Solutions., at a cost of \$1.79 per gallon; and have determined that the bids are the lowest responsive and responsible bids and that the best interests of the public health, safety, and welfare of the citizens of the City of Ormond Beach will be best served by accepting the various bids, and

**WHEREAS**, section 2-315, *Code of Ordinances*, provides that the city commission may waive minimum insurance requirements for good cause, and

**WHEREAS**, Carmeuse Lime & Stone was the only bidder for quicklime and given the limited options and the critical nature of this chemical needed at the City's water and wastewater treatment plants, the city commission hereby waives that part of the City's minimum insurance requirements that requires general liability insurance be provided on an occurrence basis, thereby allowing said insurance to be provided on a claims made basis, and

**WHEREAS**, the City Commission concurs in the said determination, and

**WHEREAS**, the City Manager has certified that the money for the purchase of the said chemicals is in the depository to the credit of the Water and Wastewater (401) Fund and is not appropriated for any other purpose, now therefore,

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:**

**SECTION ONE.** The City Commission hereby finds that good cause has been provided in support of a limited waiver from the City's minimum general liability insurance requirements with respect to Carmeuse Lime & Stone thereby allowing said coverage to be provided on a claims made basis.

**SECTION TWO.** The City Manager or her designee is hereby authorized and directed

to execute contracts and/or issue purchase orders, as the case may be, for the purchase of the following chemicals under bid 2017-24 at the aforelisted costs, and to pay the costs therefor from the Water and Wastewater (401) Fund, to-wit:

- |     |                            |                                     |                         |
|-----|----------------------------|-------------------------------------|-------------------------|
| (a) | aluminum sulfate           | - Chemtrade Chemicals US, LLC       | - \$ .4788 per gallon;  |
| (b) | anhydrous ammonia          | - Airgas Specialty                  | - \$ .72 per pound;     |
| (c) | scale inhibitor            | - American Water Chemicals, Inc.    | - \$ 6.20 per gallon;   |
| (d) | calcium hypochlorite       | - Brenntag Mid-South                | - \$ 1.71 per pound;    |
| (e) | caustic soda               | - Brenntag Mid-South                | - \$ 627.69 per ton;    |
| (f) | corrosion inhibitor        | - Shannon Chemical                  | - \$ 1,047.47 per tote; |
| (g) | dewatering polymer         | - Polydyne, Inc.                    | - \$ 2,254.00 per tote; |
| (h) | liquid carbon dioxide      | - Praxair, Inc.                     | - \$ .11 per pound;     |
| (i) | quicklime                  | - Carmeuse Lime & Stone             | - \$ 216.98 per ton;    |
| (j) | sodium bisulfite           | - Southern Ionics, Inc.             | - \$ 1.11 per gallon;   |
| (k) | sodium hypochlorite        | - Odyssey Manufacturing Co.         | - \$ .528 per gallon;   |
| (l) | solid anionic polymer      | - Polydyne, Inc.                    | - \$ 1.58 per pound;    |
| (m) | supplemental carbon source | - Environmental Operating Solutions | - \$ 1.79 per gallon;   |

subject to the express condition as provided within the bid specifications that the City reserves the right in its sole and absolute discretion to purchase chemicals from the best available source in the event any of the aforestated suppliers are unable to supply its respective chemical; and subject to the further condition that the awards provided herein shall not impair any existing contract with any other chemical supplier for the purchase of any of the aforestated chemicals.

**SECTION THREE.** All other bids relative to the aforesated chemicals shall be deemed rejected upon the execution of purchase orders with the above-named vendors.

**SECTION FOUR.** This Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED** this 19<sup>th</sup> day of September, 2017.

  
\_\_\_\_\_  
**BILL PARTINGTON**  
Mayor

**ATTEST:**

  
\_\_\_\_\_  
**J. SCOTT McKEE**  
City Clerk

In Process

## City of Palm Coast, Florida Agenda Item

Agenda Date : 10/09/2018

<b>Department</b>	Information Technology	<b>Amount</b>	\$150,000.00
<b>Item Key</b>	4444	<b>Account</b>	#051020,041000,034000,034000-2001,046000,052000,064000
<b>Subject</b>	RESOLUTION 2018-XX APPROVING PIGGYBACKING THE NATIONAL IPA#2018011-01 CONTRACT WITH CDW-G FOR TECHNOLOGY EQUIPMENT, SUPPLIES, MAINTENANCE AND COMMUNICATIONS SERVICE		
<b>Background :</b>	<p>The City of Palm Coast Information &amp; Technology Department (IT) is responsible for supplying and maintaining all technology and communications for all City departments and staff. To provide these services, IT must have schedules relating to communications service, equipment replacements and maintenance in place and equipment on hand.</p> <p>Staff recommends piggybacking the National IPA #2018011-01 contract with CDW-G for miscellaneous equipment purchases, software and maintenance along with specialized laptops for the Fire Department. Funds are appropriated in the Information Technology Budget for purchase of equipment, software, and maintenance. Annual spending for FY 2019 under this contract is estimated at \$150,000.</p>		
<b>Recommended Action :</b>	Adopt Resolution 2018-XX approving piggybacking the National IPA#2018011-01 contract with CDW-G for technology equipment supplies, maintenance and communications service.		

**RESOLUTION 2018 \_\_\_\_\_**  
**PIGGYBACKING THE NATIONAL IPA#2018011-01 CONTRACT WITH CDW-G**  
**FOR INFORMATION TECHNOLOGY PURCHASES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE NATIONAL IPA#2018011-01 WITH CDW-G TO PURCHASE INFORMATION TECHNOLOGY EQUIPMENT, SUPPLIES, MAINTENANCE AND COMMUNICATIONS SERVICE; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast desires to purchase equipment, supplies, maintenance and communications service; and

**WHEREAS**, CDW-G, desires to provide the above mentioned products and service to the City of Palm Coast.

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

**SECTION 1. APPROVAL OF PIGGYBACK CONTRACT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the piggyback contract with CDW-G., as attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

**SECTION 4. CONFLICTS.** All resolutions or parts of resolutions in conflict with 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 16<sup>th</sup> day of October 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit A-Piggyback Contract with CDW-G

Approved as to form and legality

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



# City of PALM COAST

**Administrative Services & Economic Development**  
Central Services Division

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

September 7, 2018

Jumana DiHu  
Program Manager  
CDW-G  
230 North Milwaukee Avenue  
Vernon Hill, IL 60061

**RE: Engagement Letter Authorizing Piggyback  
Information Technology Solutions and Services**

\_\_\_\_\_  
Contract Name  
**2018011-11**  
\_\_\_\_\_  
Contract Reference

Dear Jumana DiHu,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:  
*Rose Conceicao*  
9C4ED497E51242A...

Rose Conceicao  
Risk Management & Contract Coordinator  
[rconceicao@palmcoastgov.com](mailto:rconceicao@palmcoastgov.com)

## Engagement Letter Authorizing Piggyback Information Technology Solutions and Services

Contract Name  
**2018011-11**  
Contract Reference

**CITY OF PALM COAST**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

CDW-G

\_\_\_\_\_  
DocuSigned by:  
*Mark A. Ellis*  
732325BFA064450...

\_\_\_\_\_  
Signature

Mark A. Ellis

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

Sep 13, 2018 | 8:28 AM PDT

\_\_\_\_\_  
Date

In Progress



### CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name CDW-G  
Project Name: Information Technology Solutions and Services  
Bid/Reference # 2018011-11  
Contract Type: Piggyback

Contract Value \$ 150000.00

Resolution # \_\_\_\_\_ City Council Approval Date: \_\_\_\_\_

Standard Contract Template (Y/N): N/A - Piggyback If No, then Reviewed by City Attorney: N/A - Piggyback  
Length of Contract: 02/28/2023  
Renewable (Y/N): Y If Yes, # and length of renewals: 1  
City's Project Manager \_\_\_\_\_

**Brief Description/Purpose:**

To utilize the pricing on the National IPA contract with CDW-G to purchase Information Technology Solutions and Services.

**Approvals:**

Responsible Dept. Director \_\_\_\_\_ Date: \_\_\_\_\_  
City Finance \_\_\_\_\_ Date: \_\_\_\_\_  
City Attorney \_\_\_\_\_ Date: \_\_\_\_\_  
ASED Director \_\_\_\_\_ Date: \_\_\_\_\_  
City Manager \_\_\_\_\_ Date: \_\_\_\_\_

## City of Palm Coast, Florida Agenda Item

Agenda Date: 10/9/18

<b>Department</b>		<b>Amount</b>	\$150,000.00
<b>Item Key</b>	4432	<b>Account</b>	21055011-034000-54104
<b>Subject</b> RESOLUTION 2018-XX APPROVING A CONTRACT WITH ROADTEK LLC, FOR ASPHALT SERVICES ON AN AS NEEDED BASIS.			
<p><b>Background :</b>            The Public Works Streets and Drainage Division is responsible for miscellaneous asphalt repairs construction and maintenance of the roadways, bike paths and pathways throughout the City of Palm Coast.</p> <p>Staff requested proposals for asphalt services on an as-needed basis (RFP-PW-18-63). Proposals were received on September 17, 2018. The proposals were evaluated by staff according to specifications (cost, experience with similar projects, company background, schedule and availability and references). There was only response received from RoadTEK, LLC who was deemed responsive and responsible. Staff recommends awarding the contract to RoadTEK, LLC, of Palm Coast to provide these services. It is estimated that Public Works will approximately spend \$150,000.00 on a yearly basis for these services.</p> <p>The notice of intent to award d the project bid overview are attached to this agenda item.</p> <p>These services will be used throughout the City from several departments and funding sources.</p>			
<p><b>Recommended Action :</b>            Adopt Resolution 2018-XX approving a contract with RoadTEK, LLC, for asphalt repair services on an as needed basis.</p>			

**RESOLUTION 2018-\_\_\_\_**  
**ASPHALT REPAIR SERVICES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE CONTRACT WITH ROADTEK, LLC, FOR ASPHALT REPAIR SERVICES; 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, RoadTEK, LLC, has expressed a desire to provide asphalt repair services and related matters to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with RoadTEK, LLC, for the above referenced services.

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

**SECTION 1. APPROVAL OF CONTRACT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the contract with RoadTEK, LLC for asphalt services, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 16<sup>th</sup> day of October 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit A - Contract with RoadTEK, LLC for Asphalt Services

Approved as to form and legality

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



# city of PALM COAST

**Administrative Services & Economic Development**  
Central Services Division

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

## NOTICE OF INTENT TO AWARD

**Project:** Asphalt Repair Services - RFP-PW-18-63

**Date:** 9/17/2018

**Appeal Deadline:** Appeals must be Filed by 5:00 PM on 9/20/2018

Firm	Points
RoadTEK LLC Palm Coast, FL	81
Sparks Concrete, LLC Port Orange, FL	<b>Non-Responsive</b>

The intent of the City of Palm Coast is to award Asphalt Repair Services to RoadTEK LLC

**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.*



# RFP-PW-18-63 - Request for Proposal (RFP) for Master Services Agreement Contract for Asphalt Repair Services

## Project Overview

Project Details	
Reference ID	RFP-PW-18-63
Project Name	Request for Proposal (RFP) for Master Services Agreement Contract for Asphalt Repair Services
Project Owner	Jesse Scott
Project Type	RFP
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Request for Proposals is issued for the purpose of securing proposals, to include pricing, from qualified contractors for Asphalt Repair Services.
Open Date	Aug 15, 2018 8:00 AM EDT
Close Date	Sep 06, 2018 2:00 PM EDT

Awarded Suppliers	Reason	Score
RoadTEK LLC		81 pts



## Seal status

Requested Information	Unsealed on	Unsealed by
Proposal	Sep 06, 2018 2:33 PM EDT	Jesse Scott
Required Forms	Sep 06, 2018 2:33 PM EDT	Jesse Scott

## Conflict of Interest

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

Name	Date Signed	Has a Conflict of Interest?
Mike Peel	Sep 10, 2018 11:00 AM EDT	No
Donald Schrager	Sep 12, 2018 8:20 PM EDT	No
Arthur Strojny	Sep 10, 2018 10:46 AM EDT	No
Jesse Scott	Sep 06, 2018 2:34 PM EDT	No
andy hyatt	Sep 07, 2018 7:35 AM EDT	No



## Project Criteria

Criteria	Points	Description
Required Forms	Pass/Fail	Completed per the Project Manual instructions.
Proposal	Pass/Fail	Completed per Project Manual Instructions.
Project Understanding and Proposal	10 pts	Project Understanding and Proposal (0 - 10 points) Below Average 2 Points Average 4 Points Above Average 6 Points Well Above Average 8 Points Outstanding 10 Points
Experience with Similar Projects, Technical Capability, and Qualifications	20 pts	Experience with Similar Projects, Technical Capability, and Qualifications (0 - 20 points) Below Average 0 Points Average 5 Points Above Average 10 Points Well Above Average 15 Points Outstanding 20 Points
Customer Service	10 pts	Customer Service (0 - 10 points) Below Average 2 Points Average 4 Points Above Average 6 Points Well Above Average 8 Points Outstanding 10 Points
Quality and Workmanship	10 pts	Quality/Workmanship (0 - 10 points) Below Average 2 Points Average 4 Points Above Average 6 Points Well Above Average 8 Points Outstanding 10 Points



Project Team	10 pts	Project Team (0 - 10 points) Below Average 2 Points Average 4 Points Above Average 6 Points Well Above Average 8 Points Outstanding 10 Points
Proposal Cost/Price	20 pts	Proposal Cost/Price (0 - 20 points) Below Average 0 Points Average 5 Points Above Average 10 Points Well Above Average 15 Points Outstanding 20 Points
Reputation	10 pts	Reputation (0 - 10 points) Below Average 2 Points Average 4 Points Above Average 6 Points Well Above Average 8 Points Outstanding 10 Points
References	10 pts	References (0 - 10 points) Below Average 2 Points Average 4 Points Above Average 6 Points Well Above Average 8 Points Outstanding 10 Points
<b>Total</b>	<b>100 pts</b>	



# Scoring Summary

## Active Submissions

	<b>Total</b>	<b>Required Forms</b>	<b>Proposal</b>	<b>Project Understanding and Proposal</b>	<b>Experience with Similar Projects, Technical Capability, and Qualifications</b>
<b>Supplier</b>	<b>/ 100 pts</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>/ 10 pts</b>	<b>/ 20 pts</b>
RoadTEK LLC	81 pts	Pass	Pass	10 pts	20 pts
Sparks Concrete, LLC	25 pts	Pass	Fail	3.333 pts	3.333 pts

	<b>Customer Service</b>	<b>Quality and Workmanship</b>	<b>Project Team</b>	<b>Proposal Cost/Price</b>	<b>Reputation</b>
<b>Supplier</b>	<b>/ 10 pts</b>	<b>/ 10 pts</b>	<b>/ 10 pts</b>	<b>/ 20 pts</b>	<b>/ 10 pts</b>
RoadTEK LLC	9 pts	7.667 pts	10 pts	9.333 pts	7.667 pts



	<b>Customer Service</b>	<b>Quality and Workmanship</b>	<b>Project Team</b>	<b>Proposal Cost/Price</b>	<b>Reputation</b>
<b>Supplier</b>	<b>/ 10 pts</b>	<b>/ 10 pts</b>	<b>/ 10 pts</b>	<b>/ 20 pts</b>	<b>/ 10 pts</b>
Sparks Concrete, LLC	0 pts	2.667 pts	0 pts	13.33 pts	2.333 pts

	<b>References</b>
<b>Supplier</b>	<b>/ 10 pts</b>
RoadTEK LLC	7.333 pts
Sparks Concrete, LLC	0 pts

## City of Palm Coast, Florida Agenda Item

Agenda Date : 10/9/18

<p><b>Department</b> <b>Item Key</b>      4433</p>	<p><b>Amount</b>      \$60,000.00 <b>Account#</b>    10015011-034000</p>
<p><b>Subject</b>    RESOLUTION 2018-XX APPROVING A CONTRACT WITH ROADTEK LLC, FOR CONCRETE REPAIR SERVICES ON AN AS NEEDED BASIS.</p>	
<p><b>Background :</b> The Public Works Streets and Drainage Division is responsible for the maintenance and construction of sidewalks throughout the City of Palm Coast.</p> <p>Staff requested proposals for concrete repair services on an as -needed basis (RFP-PW-18-61). Proposals were received on September 17, 2018. The proposals were evaluated by staff according to specifications (cost, experience with similar projects, company background, schedule and availability and references). There was only response received from RoadTEK, LLC who was deemed responsive and responsible. The notice of intent to award and project bid overview are attached to this agenda item. Anticipated annual expenditures will be approximately \$100,000 and will be funded by Streets &amp; Drainage.</p> <p>Staff recommends awarding the contract to RoadTEK, LLC, of Palm Coast to provide these services.</p>	
<p><b>Recommended Action :</b> Adopt Resolution 2018-XX approving a contract with RoadTEK, LLC, for concrete repair services on an as needed basis.</p>	

**RESOLUTION 2018-\_\_\_\_**  
**CONCRETE REPAIR SERVICES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE CONTRACT WITH ROADTEK, LLC, FOR CONCRETE REPAIR SERVICES; 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**, RoadTEK, LLC, has expressed a desire to provide concrete repair services and to the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to contract with RoadTEK, LLC, for the above referenced services.

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

**SECTION 1. APPROVAL OF CONTRACT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the contract with RoadTEK, LLC, for concrete repair services as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 16<sup>th</sup> day of October 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit A - Contract with RoadTEK, LLC for concrete services

Approved as to form and legality

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



# City of PALM COAST

**Administrative Services & Economic Development**  
Central Services Division

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

## NOTICE OF INTENT TO AWARD

**Project:** Concrete Repair Services - RFP-PW-18-61

**Date:** 9/17/2018

**Appeal Deadline:** Appeals must be Filed by 5:00 PM on 9/20/2018

Firm	Points
RoadTEK LLC Palm Coast, FL	90
Sparks Concrete, LLC Port Orange, FL	<b>Non-Responsive</b>

The intent of the City of Palm Coast is to award Concrete Repair Services to RoadTEK LLC

**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.*



# RFP-PW-18-61 - Request for Proposal (RFP) for Master Services Agreement Contract for Concrete Repair Services

## Project Overview

Project Details	
Reference ID	RFP-PW-18-61
Project Name	Request for Proposal (RFP) for Master Services Agreement Contract for Concrete Repair Services
Project Owner	Jesse Scott
Project Type	RFP
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Request for Proposals is issued for the purpose of securing proposals, to include pricing, from qualified contractors for Concrete Repair Services.
Open Date	Aug 15, 2018 8:00 AM EDT
Close Date	Sep 06, 2018 2:00 PM EDT

Awarded Suppliers	Reason	Score
RoadTEK LLC		90 pts



## Seal status

Requested Information	Unsealed on	Unsealed by
Proposal	Sep 06, 2018 2:30 PM EDT	Jesse Scott
Required Forms	Sep 06, 2018 2:30 PM EDT	Jesse Scott

## Conflict of Interest

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

Name	Date Signed	Has a Conflict of Interest?
Donald Schragar	Sep 12, 2018 8:03 PM EDT	No
Arthur Strojny	Sep 10, 2018 10:20 AM EDT	No
Rose Conceicao	Sep 20, 2018 3:29 PM EDT	No
Jesse Scott	Sep 06, 2018 2:31 PM EDT	No
andy hyatt	Sep 10, 2018 7:49 AM EDT	No



## Project Criteria

Criteria	Points	Description
Required Forms	Pass/Fail	Completed per the Project Manual instructions.
Proposal	Pass/Fail	Completed per Project Manual Instructions.
Project Understanding and Proposal	10 pts	Project Understanding and Proposal (0 - 10 points) Below Average 2 Points Average 4 Points Above Average 6 Points Well Above Average 8 Points Outstanding 10 Points
Experience with Similar Projects, Technical Capability, and Qualifications	20 pts	Experience with Similar Projects, Technical Capability, and Qualifications (0 - 20 points) Below Average 0 Points Average 5 Points Above Average 10 Points Well Above Average 15 Points Outstanding 20 Points
Customer Service	10 pts	Customer Service (0 - 10 points) Below Average 2 Points Average 4 Points Above Average 6 Points Well Above Average 8 Points Outstanding 10 Points
Quality and Workmanship	10 pts	Quality/Workmanship (0 - 10 points) Below Average 2 Points Average 4 Points Above Average 6 Points Well Above Average 8 Points Outstanding 10 Points



Project Team	10 pts	Project Team (0 - 10 points) Below Average 2 Points Average 4 Points Above Average 6 Points Well Above Average 8 Points Outstanding 10 Points
Proposal Cost/Price	20 pts	Proposal Cost/Price (0 - 20 points) Below Average 0 Points Average 5 Points Above Average 10 Points Well Above Average 15 Points Outstanding 20 Points
Reputation	10 pts	Reputation (0 - 10 points) Below Average 2 Points Average 4 Points Above Average 6 Points Well Above Average 8 Points Outstanding 10 Points
References	10 pts	References (0 - 10 points) Below Average 2 Points Average 4 Points Above Average 6 Points Well Above Average 8 Points Outstanding 10 Points
<b>Total</b>	<b>100 pts</b>	



# Scoring Summary

## Active Submissions

	Total	Required Forms	Proposal	Project Understanding and Proposal	Experience with Similar Projects, Technical Capability, and Qualifications
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	/ 10 pts	/ 20 pts
RoadTEK LLC	90 pts	Pass	Pass	10 pts	20 pts
Sparks Concrete, LLC	20.67 pts	Pass	Fail	3.333 pts	3.333 pts

	Customer Service	Quality and Workmanship	Project Team	Proposal Cost/Price	Reputation
Supplier	/ 10 pts	/ 10 pts	/ 10 pts	/ 20 pts	/ 10 pts
RoadTEK LLC	9 pts	7.667 pts	10 pts	18.33 pts	7.667 pts



	<b>Customer Service</b>	<b>Quality and Workmanship</b>	<b>Project Team</b>	<b>Proposal Cost/Price</b>	<b>Reputation</b>
<b>Supplier</b>	<b>/ 10 pts</b>	<b>/ 10 pts</b>	<b>/ 10 pts</b>	<b>/ 20 pts</b>	<b>/ 10 pts</b>
Sparks Concrete, LLC	0 pts	2.667 pts	0 pts	9 pts	2.333 pts

	<b>References</b>
<b>Supplier</b>	<b>/ 10 pts</b>
RoadTEK LLC	7.333 pts
Sparks Concrete, LLC	0 pts

# City of Palm Coast, Florida Agenda Item

Agenda Date:10/09/2018

<b>Department</b> CITY CLERK	<b>Amount</b>
<b>Item Key</b>	<b>Account</b>
<b>Subject</b> CALENDAR AND WORKSHEET	
<b>Background :</b>	
<b>Recommended Action:</b> Presentation Only	



**Meeting Calendar for 10/10/2018 through 11/30/2018**

**10/16/2018 9:00 AM**

City Council  
City Hall

**10/17/2018 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**10/25/2018 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

**10/30/2018 9:00 AM**

City Council Workshop  
City Hall

**11/6/2018 6:00 PM**

City Council  
City Hall

**11/7/2018 10:00 AM**

Code Enforcement Board  
City Hall

**11/9/2018 8:30 AM**

Volunteer Firefighters' Pension Board  
Fire Station #25

**11/13/2018 9:00 AM**

City Council Workshop  
City Hall



**Meeting Calendar for 10/10/2018 through 11/30/2018**

**11/14/2018 5:30 PM**

Leisure Services Advisory Committee  
Palm Coast Community Center

**11/14/2018 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**11/20/2018 9:00 AM**

City Council  
City Hall

**11/27/2018 9:00 AM**

City Council Workshop  
City Hall

#	File #	Item	Title	Staff
			<b>Business 10/16/2018</b>	
1		Resolution	Fleet	Abreu
2		Resolution	MSA Asphalt	Abreu
3		Resolution	MSA Concrete	Abreu
4		Resolution	MSA Street Signs for Guardrail Repair	Abreu
5		Resolution	Piggyback for the Purchase of Micro C	Adams/Ashburn
6		Resolution	MPA Liquid Polymer - WWTP 1 & 2	Adams/Ashburn
7		Resolution	IT Annual Purchases	Akins
8		Resolution	Budget Amendment for FY '19	Alves
9		Presentation	Intercoastal Waterway Cleanup Results	Bevan
10		Resolution	Stormwater and Environmental Engineering Services WO	Cote/Peel
11		Resolution	SR 100 LAP Supplemental Agreement	Dvornikova
12		Resolution	OKR N Widening ROW Acquisitions	Dvornikova
13		Resolution	Design improvements Indian Trails Sports Complex	Knopf
14		Proclamation	FI City Government Week	Lane
15		Proclamation	October Domestic Violence Awareness Month	Lane
16		Ordinance 2nd	Pinnacle Rezoning	Meehan
18		Resolution	Town Center DRI Amendment	Papa
19		Resolution	Palm Coast Park DRI Amendment	Papa
20		Ordinance	Palm Coast Park MPD	Papa/Hoover
21		Ordinance	Engineering Design LDC modification	Peel/Hoover
22		Resolution	Contract with Aquatic Management Plus, LLC Weed Control	Schrager
23		Proclamation	Naitional Disability Employment Awareness Month/Disability Menotring Day	Smith
			<b>Workshop 10/30/2018</b>	
1		Resolution	Cultural Arts	Boyer
2		Resolution	Lehigh Trail LAP Agreement	Dvornikova
3		Resolution	Lehigh Trailhead design contract	Dvornikova
			<b>Business 11/06/2018</b>	
2		Resolution	Cultural Arts	Boyer
3		Resolution	Lehigh Trail LAP Agreement	Dvornikova
4		Resolution	Lehigh Trailhead design contract	Dvornikova
5		Proclamation	Diabetes Awareness 11/6	Lane

7	Ordinance	Palm Coast Park MPD	Papa/Hoover
8	Ordinance	Engineering Design LDC modification	Peel/Hoover
		<b>Workshop 11/13/2018</b>	
1	Resolution	Budget Amendment	Alves
		<b>Business 11/20/2018</b>	
1	Resolution	Budget Amendment	Alves
2	Proclamation	Small Business Saturday	Lane
3	Oath	Oath of Office new Council Members	Smith
4	Appointments	Council Liaisons appointments	Smith
5	Resolution	Certification of general election results	Smith
6	Appointment	Vice Mayor	Smith
		<b>Future</b>	
1	Resolution	Master Plan SCADA Telemetry Standardization	Adams/Hogan
2	Resolution	Annual Fire Inspection Fees	Alves
3	Resolution	Reuse Master Plan	Ashburn
4	Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
5	Resolution	Interlocal Mala Compra Storm Drain Project	Blake/Kronenberg
6	Resolution	Employee Benefit Renewals	Cullen
7	Ordinance	Animal Control amendment	Grossman
8	Presentation	External Stakeholder Group for Innovation District	Newingham
9	Resolution	Project Price is Right Incentive Agreement	Newingham
10	Ordinance	Creating Board Advisory Groups	Newingham

# City of Palm Coast, Florida Agenda Item

Agenda Date : 10/09/2018

<b>Department</b> CITY CLERK <b>Item Key</b> 4493	<b>Amount</b> <b>Account</b> <b>#</b>
<b>Subject</b> ATTACHMENTS TO MINUTES	
<b>Background :</b>	
<b>Recommended Action :</b>	

# Public Works Facility



# PRESENTATION OUTLINE

- Current Facilities
- Summary of Needs
- Master Plan
- Programming Analysis
- Past and Future Actions
- Funding Options

# City of Palm Coast Existing Public Works Facility

# As a reminder

The current Public Works Facility is well beyond its capacity and the situation will only worsen in the years to come.

# Current Fleet Maintenance and repair

- Acquisition and Maintenance of 1,380 city-owned vehicles and equipment
- Mechanics (7)



# Current Fleet Maintenance and repair

## 220 Light Vehicles



# Current Fleet Maintenance and repair

## 352 Pieces of Heavy Equipment



# Current Fleet Maintenance and repair

## 33 Fire Trucks and Trailers



# Current Fleet Maintenance and repair

## 79 Mowers



# Current Fleet Maintenance and repair

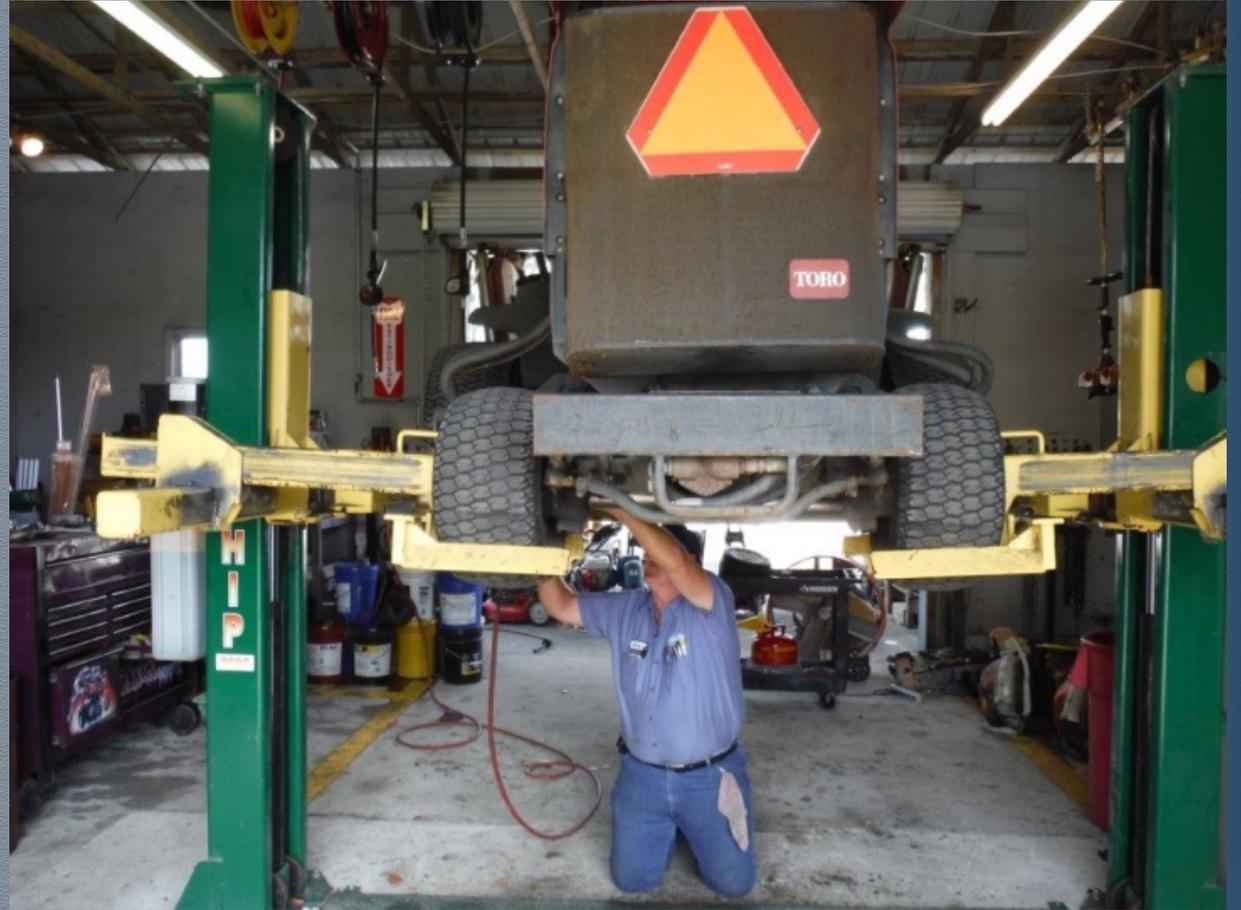
## 700 Pieces of Handheld Equipment



# Current Fleet Services



# Current Fleet Services



# Employee Parking



# Leased Office Trailer



# Wooden Structure



# Summary of needs

- No major improvements made to facility since original acquisition
- Facility has outgrown its allowable usage area
- Limited circulation is problematic for efficiency
- Lack of Safety and Security of Staff & Equipment

# City of Palm Coast Public Works Master Plan Analysis (2017)

# Master Plan Team

# Consultant Team Members

Master plan architect:

**Bergmann associates (ba)**

Facility planning consultant:

**Maintenance design group (mdg)**

Landscape/Site Plan architect:

**Marquis latimer + halback, Inc.**

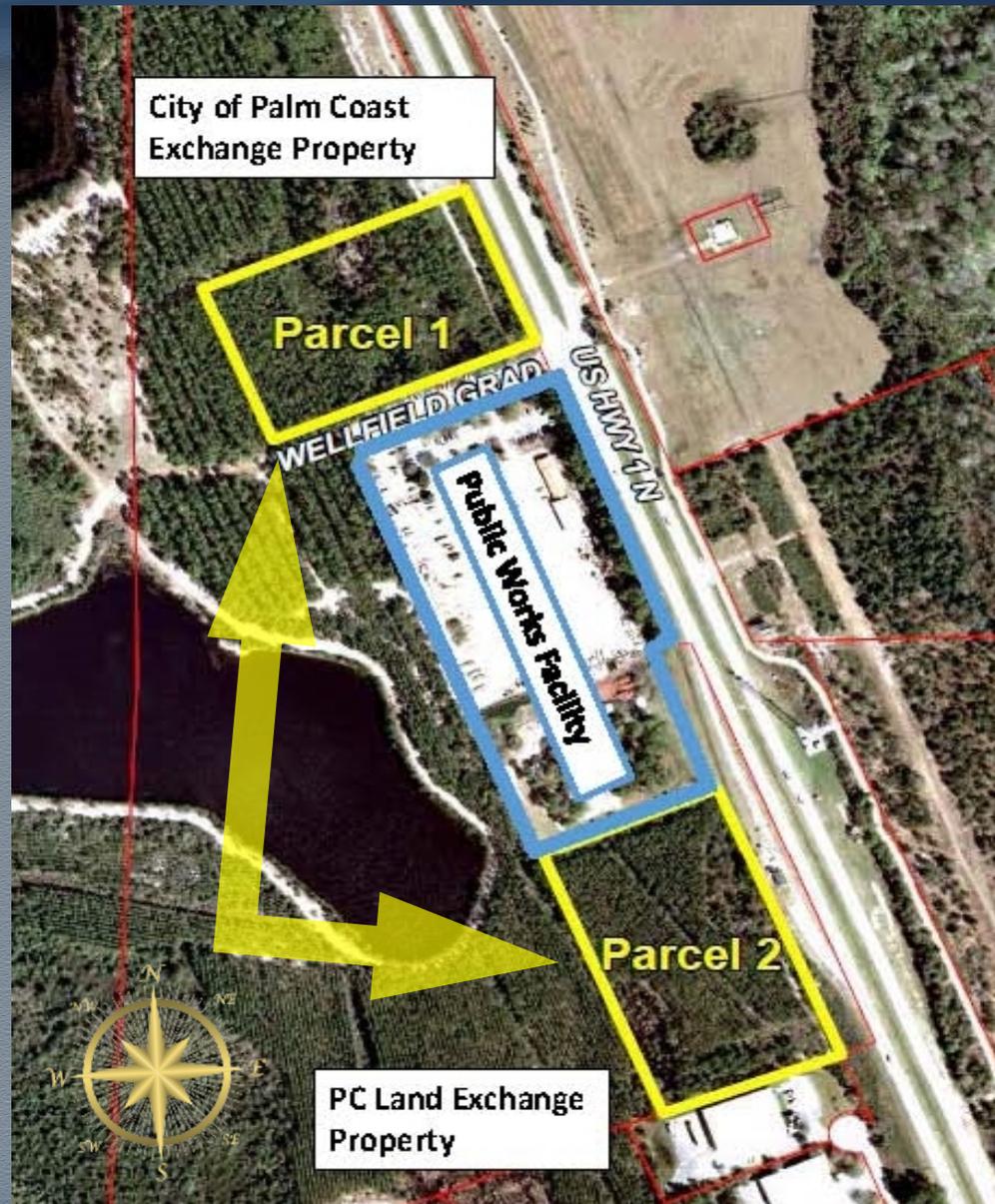
# Programming Summary

- Questionnaires
- On site observations
- Staff interviews
- Comparison to industry wide standards
- Analyze master plan options
- Recommendation

# Site Aerial

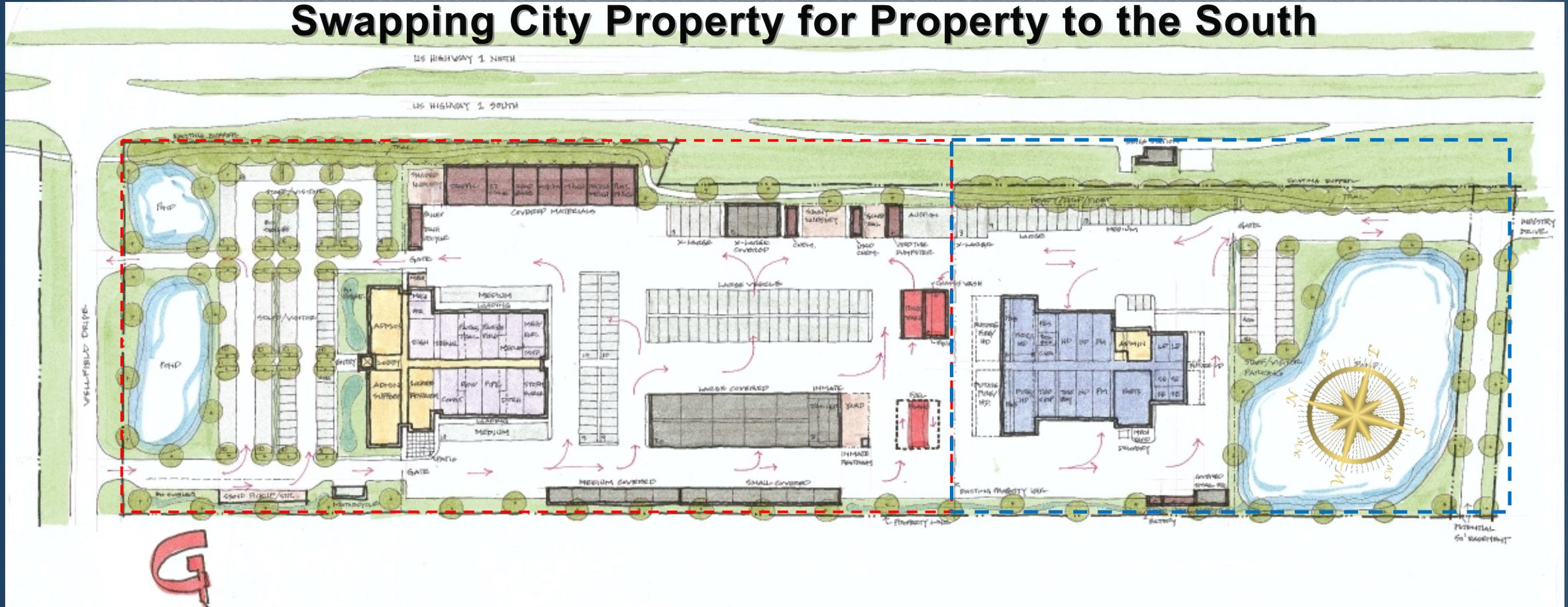


# Land Swap



# Selected Master Plan

## Swapping City Property for Property to the South



# Estimates

**Estimated Schedule**

**30 - 42 MONTHS**

**Estimated Cost**

**\$21,500,000**

# Past and Future Actions

- Completed Master Plan Study (Space Needs and Cost Analysis)
  - Selected Option 2
- Completed Land Swap
- Present Funding Options for Design & Construction (10/9/2018)
- Approve New Funding Source
- Approve Service Contracts
  - Architectural Services
  - Construction Management Services (at-risk)
- Complete Final Design
- Construction Manager Bids Project
- Establish Guaranteed Maximum Price
- Ground Breaking
- Occupancy

# Funding Needs

# Capital Projects Fund - Summary

	FY 18 Projected	FY 19	FY 20	FY 21	FY 22	FY 23
Path & Trail Projects:	446,711	965,000	150,000	500,000	1,000,000	975,000
Park Projects:	238,542	3,975,000	3,050,000	130,000	1,100,000	-
Park Projects - Rehab & Renewal:	222,764	925,000	860,000	735,000	2,035,000	1,250,000
IT Capital Projects:	-	880,000	-	910,000	-	-
Other Projects:	25,000	50,000	350,000	350,000	-	-
City Facility Projects:	3,807,525	1,165,000	125,000	75,000	75,000	75,000
<b>Total Expenditures</b>	<b>4,740,542</b>	<b>7,960,000</b>	<b>4,535,000</b>	<b>2,700,000</b>	<b>4,210,000</b>	<b>2,300,000</b>
<b>Available Funds End of Year</b>	<b>2,498,756</b>	<b>214,803</b>	<b>49,803</b>	<b>1,748,303</b>	<b>2,124,228</b>	<b>4,606,950</b>
<b>*Public Works Facility</b>	<b>-</b>	<b>1,000,000</b>	<b>10,600,000</b>	<b>10,150,000</b>	<b>-</b>	<b>-</b>
<b>Funding Need</b>	<b>-</b>	<b>780,197</b>	<b>10,765,000</b>	<b>9,231,697</b>	<b>-</b>	<b>-</b>

\*Items in 'Pink' is a Council Priority or Directive  
 Items in purple are unfunded  
 Items in blue at least partially funded by grants

# Streets Improvement Fund - Summary

	FY 18 Projected	FY 19	FY 20	FY 21	FY 22	FY 23
Capacity Improvement Projects:	759,088	716,100	7,000,000	-	-	-
Safety Improvement Projects:	71,059	445,000	1,755,000	565,000	55,000	60,000
Path Projects:	525,979	825,000	400,000	55,000	175,000	275,000
Beautification Projects:	38,533	50,000	-	290,000	1,105,000	-
Street Lighting Projects:	59,800	308,900	250,000	250,000	250,000	250,000
Bridge Rehabilitation Projects:	182,110	30,000	-	150,000	-	250,000
Traffic Signal Projects:	70,268	250,000	90,000	-	-	-
Street Rehabilitation & Renewal Projects:	1,989,107	2,730,000	2,330,000	1,735,000	1,835,000	2,060,000
<b>Total Expenditures</b>	<b>3,695,944</b>	<b>5,355,000</b>	<b>11,825,000</b>	<b>3,045,000</b>	<b>3,420,000</b>	<b>2,895,000</b>
<b>Available Funds End of Year</b>	<b>3,374,491</b>	<b>2,058,272</b>	<b>50,446</b>	<b>5</b>	<b>4,145</b>	<b>165,118</b>
<b>Street resurfacing and renewal recommended total expense</b>	<b>-</b>	<b>2,500,000</b>	<b>3,100,000</b>	<b>3,400,000</b>	<b>3,500,000</b>	<b>3,900,000</b>
<b>Funding Need</b>		<b>-</b>	<b>1,000,000</b>	<b>1,900,000</b>	<b>1,900,000</b>	<b>2,200,000</b>

\*Items in 'Pink' is a Council Priority or Directive  
 Items in purple are unfunded  
 Items in blue at least partially funded by grants

# Funding Options

# Funding Source Options

## Electric Franchise Fee

6% Electric Franchise Fee  
(Life of Franchise Fee is 30 years)

Rate and use determined by City Council

Can be used to Fund Public Works Facility and Pavement Program

Added to FPL Bill

## Public Service Electric Tax

Up to 10% Public Service Tax  
(Does not expire)

Rate and use determined by City Council

Can be used to Fund Public Works Facility and Pavement Program

Added to FPL bills

# Public Service Tax & FPL Franchise Fees in Neighboring Cities

Neighboring Cities with an FPL Franchise Fee and/or a Water and/or Electric Public Service Tax:

## ■ Ormond Beach

- Electric 10%
- FPL Franchise Fee

## ■ Flagler Beach

- Electric 10%
- Water 10%
- FPL Franchise Fee

## ■ Deland

- Electric 10%
- Water 10%

## ■ St. Augustine

- Electric 10%
- FPL Franchise Fee

## ■ Daytona Beach

- Electric 10%
- FPL Franchise Fee

## ■ Bunnell

- Electric 10%
- Water 10%
- FPL Franchise Fee

# Anticipated Revenue based on FPL Estimates

Public Service Electric Tax Levy	Estimated Collections as per FPL	1000 KWH Residential bill (Jan 17)
10%	\$6.50 Million Annually	\$8.10
7%	\$4.50 Million Annually	\$5.67

Electric Franchise Fee	Estimated Collections as per FPL	1000 KWH Residential bill (Jan 17)
6%	\$4.30 Million Annually	\$5.94

# Funding Program Timeline

	Pavement Management Funded	Public Works Facility Completion Timeline	
	Pay-as-you-go	Pay-as-you-go	Debt Funded
10% Electric Public Service Tax	Yes	FY 2023	FY 2021
7% Electric Public Service Tax	Yes	FY 2028	FY 2021
6 % Electric Franchise Fee	Yes	FY 2029	FY 2021

# Debt Funding Examples

<b>Financing Summary</b>			
	<b>30 Year</b>	<b>25 Year</b>	<b>20 Year</b>
Project Fund	20,000,000	20,000,000	20,000,000
Net Issue Proceeds	21,765,555	21,882,141	22,069,600
All-In Total Interest Cost	4.36%	4.28%	4.13%
Final Maturity	10/1/2048	10/1/2043	10/1/2038
Total Debt Service	38,394,312	35,137,580	32,045,179
Maximum Annual Debt Service	1,293,320	1,422,714	1,625,328
Required Debt Service Coverage	1.35x	1.35x	1.35x
Required Minimum Amount	1,745,982	1,920,664	2,194,192
Annual Surplus Available	452,667	497,950	568,865

*This information was provided by Hilltop Securities*

# Council Direction

- **Funding Source**
  - **Electric Franchise Fee**
  - **Electric Public Service Tax**
- **Debt Funding Option**

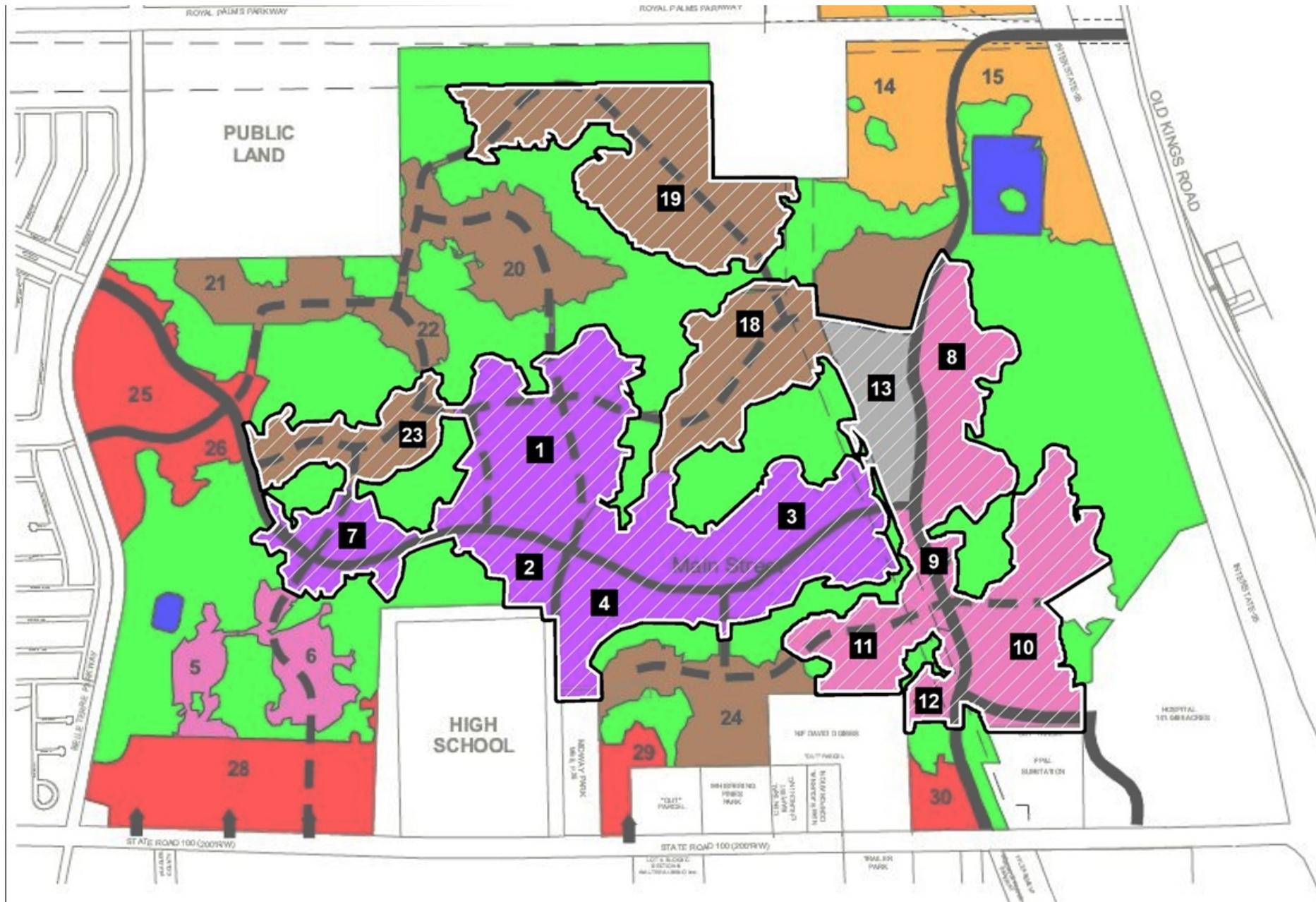


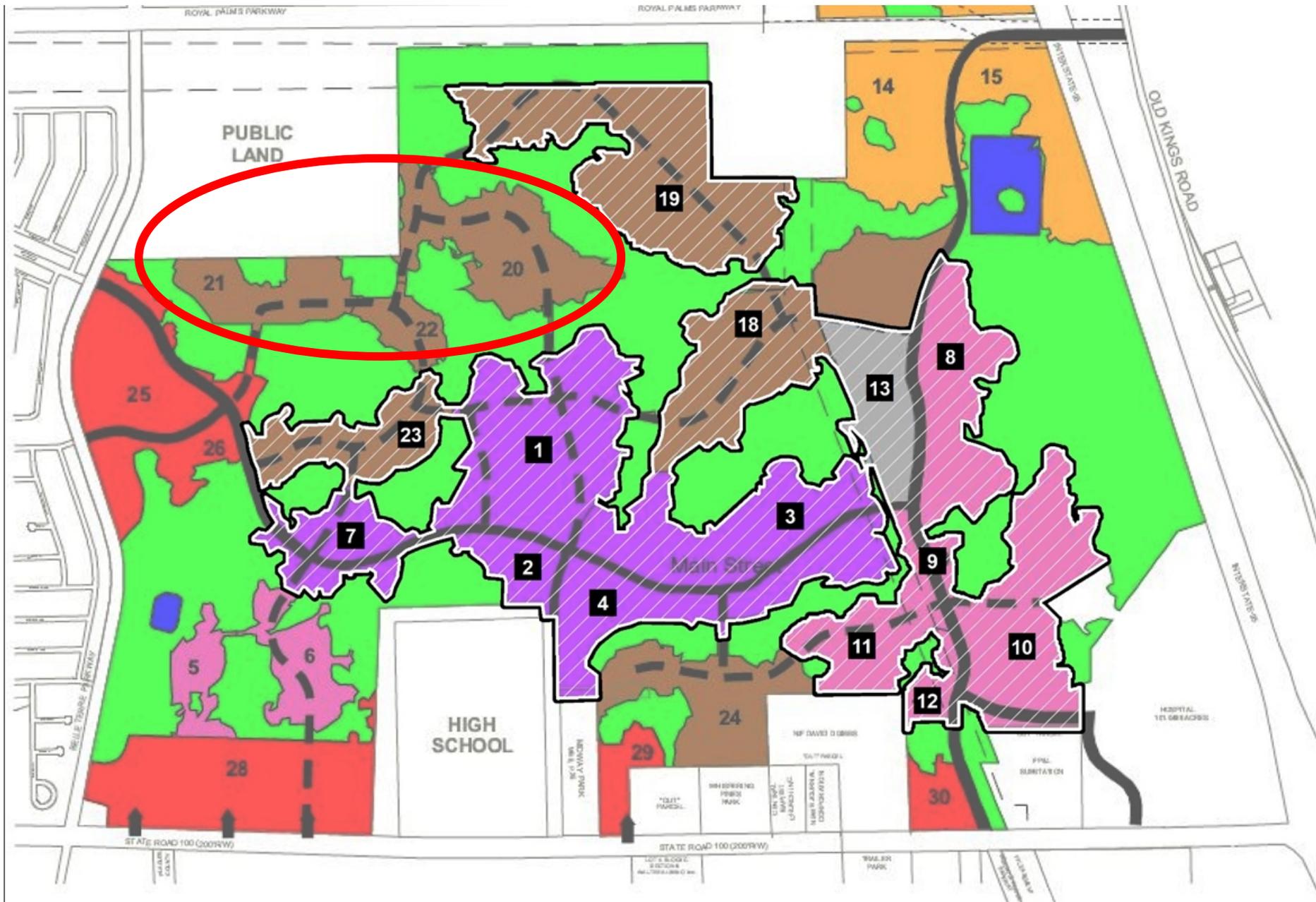
# INNOVATION DISTRICT UPDATE

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# Overview

- Innovation Kick Start Program & Innovation District approved on June 5, 2018
- 2 serious applicants – est. 322 residential units coming
- Innovative Consideration
  - Expanding Innovation District
  - Innovation Fund
    - FHFC Local Government Grant Form



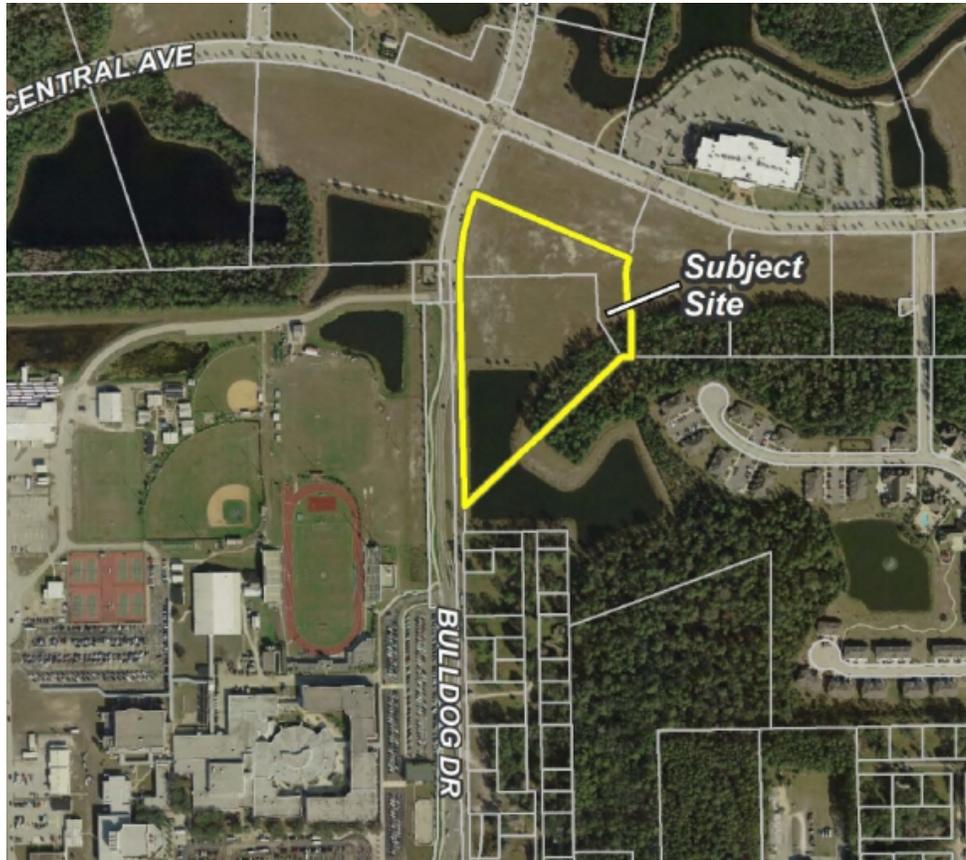


INNOVATION FUND

---

FHFC LOCAL GOVERNMENT  
GRANT

# The Palms at Town Center



## Future home to 88 Palm Coast's Urban Pioneers

- ✓ Amenity-rich
- ✓ Walkability
- ✓ Affordability
- ✓ Use of green space
- ✓ Connectivity
- ✓ Innovative concepts

# Innovative Opportunity To Expand



- Housing Trust Group (HTG) Project
  - #1 affordable housing developer in FL
  - Top 35 affordable housing developer in the US
  - Receives Affordable Housing Financing
- Second phase to include an additional 110 units
- Applying for Florida Housing Finance Corporation Financing (FHFC)

# FHFC Local Government Grant



HTG Grant Request: \$500,000

*Innovation Kick Start Program: \$550,000*

- Grant to demonstrate City support
- Would forgo impact credit assistance to receive FHFC funding
- If FHFC funding awarded, need to create Innovation Fund and Amend SR100 CRA Budget

# Next Steps

**October 16 Business Meeting – Consider Resolution To:**

**Amend the CRA Plan & Innovation Kick Start Program**

Adding parcels 20, 21, 22 to the Innovation District

**Approve FHFC Local Government Contribution Grant Form**

Commitment of \$500,000 as a grant



# TOWN CENTER DRI AMENDMENT

# TOWN CENTER DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER AMENDMENT



- Approved July 2003
- 1,557 Acre (DRI-Urban Core)
- 2,500 dwelling units,
- 5.4 million sq. ft. of non-residential (retail, office, institutional, movie theater, lodging)

# TOWN CENTER DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER AMENDMENT



Conditions of approval to mitigate impacts

- Environmental
  - Donation for land acquisition
  - On-site wetland enhancement and preservation

# TOWN CENTER DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER AMENDMENT



Conditions of approval to mitigate impacts

- Public Facilities - Dedication of:
  - Water & sewer lines
  - Land for public facility
  - Land for recreation (multi-use path, fishing docks)

# TOWN CENTER DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER AMENDMENT



Conditions of approval to mitigate impacts

- Public Facilities - Dedication of:
  - Public safety equipment
- Construction of roads

# TOWN CENTER DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER AMENDMENT

Request from Master Developer to update the Transportation conditions in DO. The amendment results in the following:

- Identifies all contributions from developer (including recognizing the participation of developer in the Old Kings Road Special Assessment District)
- Provide flexibility in timing and identifying mitigation projects through use of biennial reports to identify capacity issues
- Provides opportunity to identify additional roadway projects and construct improvements at more appropriate time based on need (using impact fees from Town Center DRI)

# TOWN CENTER DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER AMENDMENT

Staff recommends approval.



**Questions?**

# Drones

City of Palm Coast

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*Drone Team*



# Explosive Growth of Drones

- Total number of drones now registered with the FAA has surpassed one million
- As of January 10, 2018:
  - 878,000 hobbyist registrations
  - 122,000 commercial registrations
  - Source: <https://www.transportation.gov/briefing-room/faa-drone-registry-tops-one-million>
- The Drone Team was formed to explore the application of this burgeoning technology in order to help our operations become more efficient and to reduce costs



# Why should the City of Palm Coast utilize drones?

- High resolution (cm vs m)
  - Meets detail requirements for our projects
- Up to date (near real time vs more than a year old)
- Less expensive than airplane or helicopter captured imagery
- Only need 1 to 2 people to operate
- Enhances the City of Palm Coast's "Smart City" initiatives





CCTV NEWS

MENLO PARK  
FIRE DISTRICT

NEWS  
DESK

For more news, download CCTVNEWS APP, and follow @CCTVNEWS on Twitter, Facebook, YouTube, Weibo



*Find Your Florida* <sup>296</sup>

# The ESRI Flagler County basemap imagery is acceptable for some purposes...



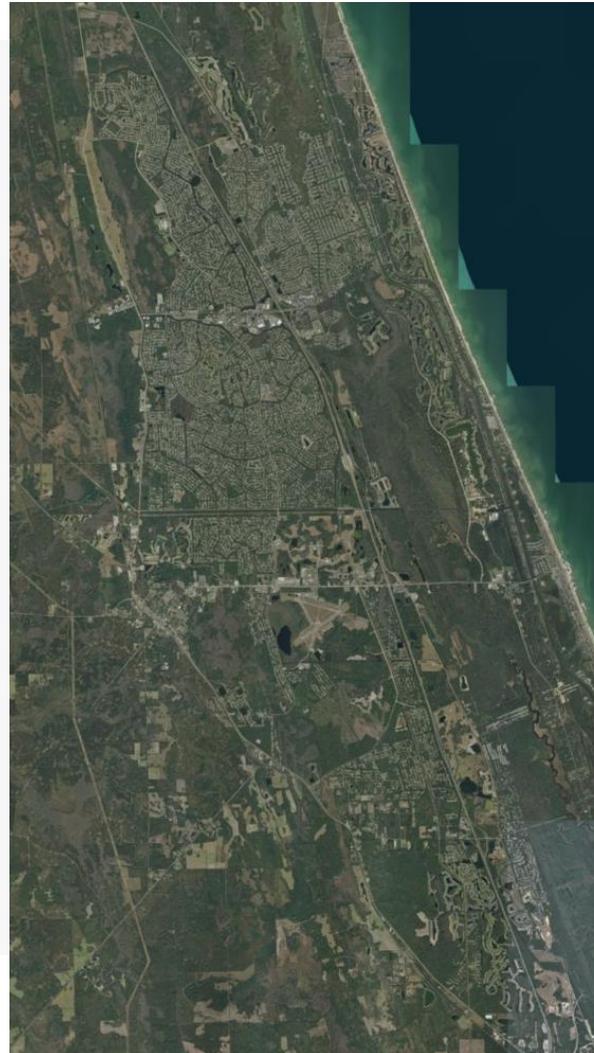
State of Florida (FlaglerCounty2017)  
imagery taken 1 year 6 months ago, on  
**Mon, Jan 23, 2017.**

**Resolution:** Ground resolution of the  
source data is 0.15 meters.

**Accuracy:** Objects in map are within 0.3  
meters of true location.

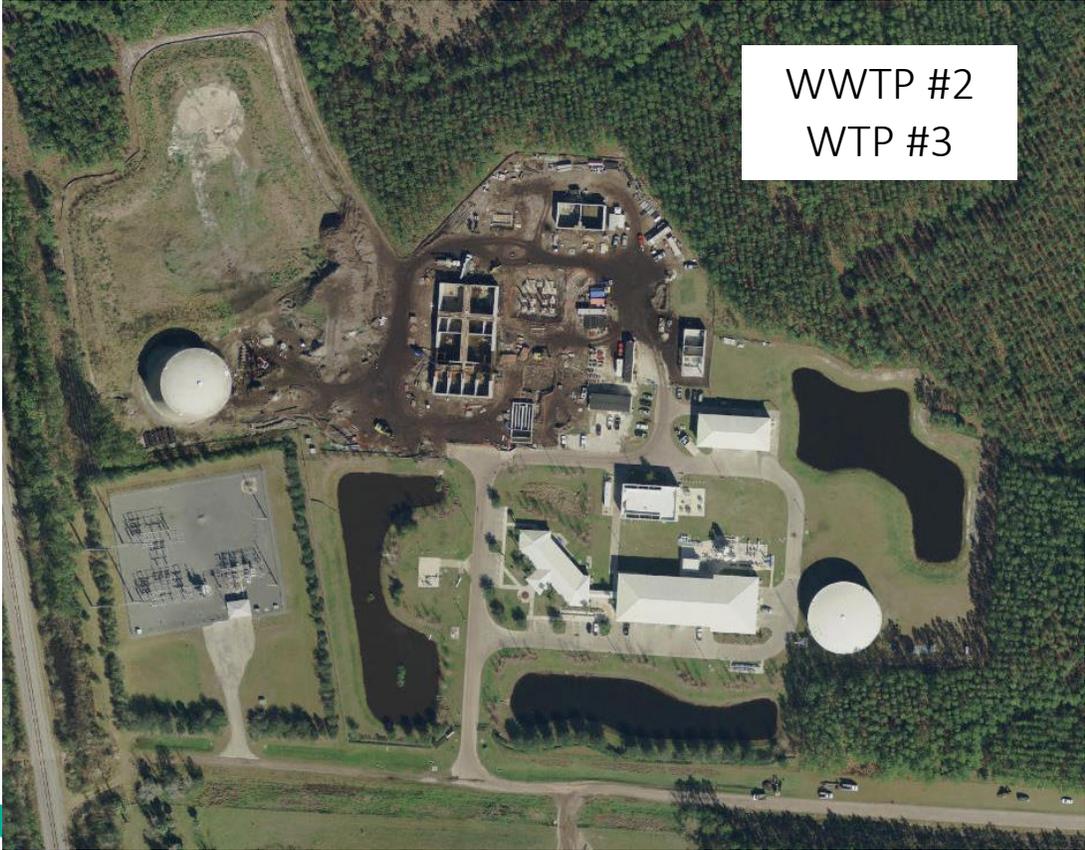
[Contribute to Community Maps](#)

[Zoom to](#) [Get Directions](#)

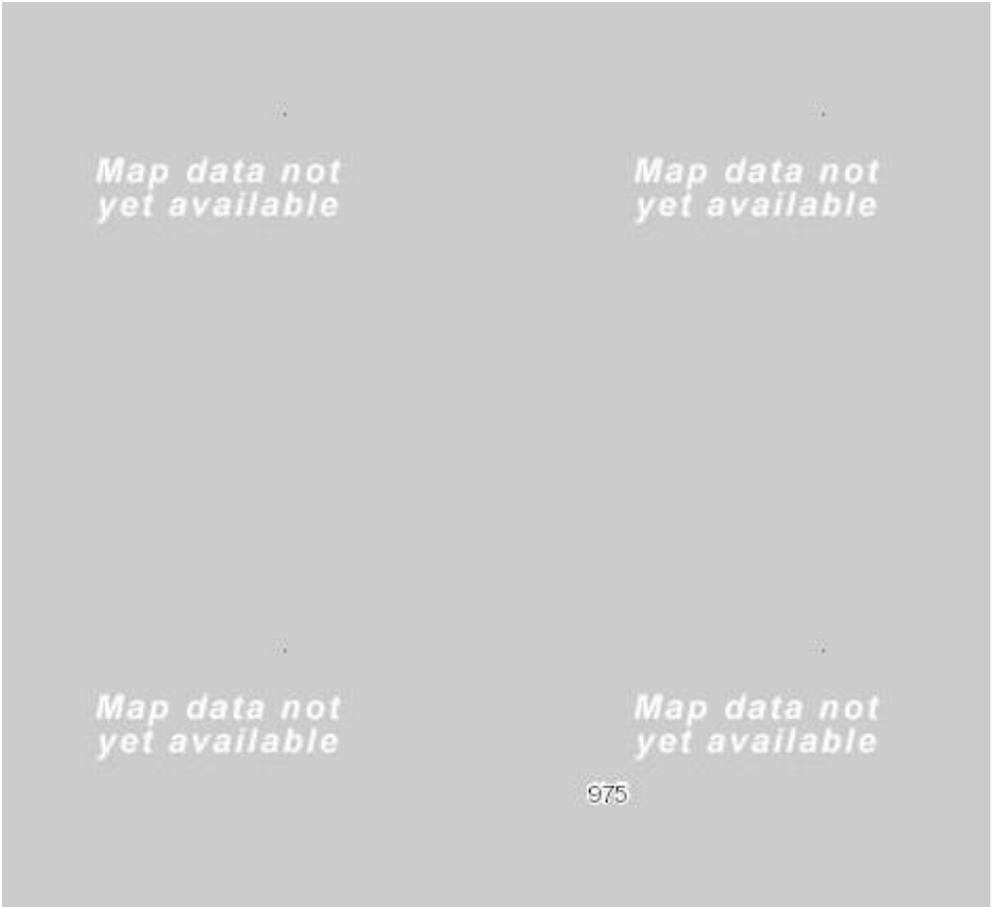
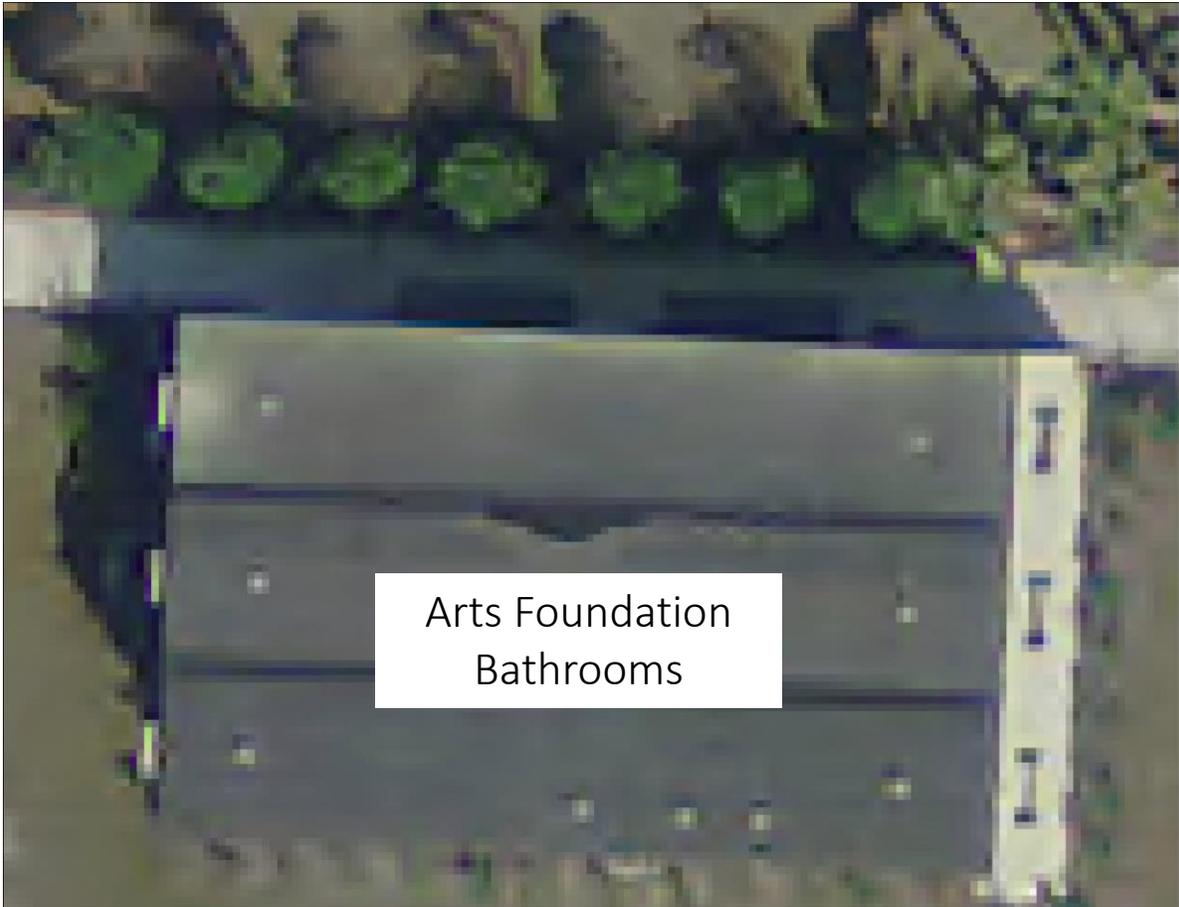


*Find Your Florida* 297

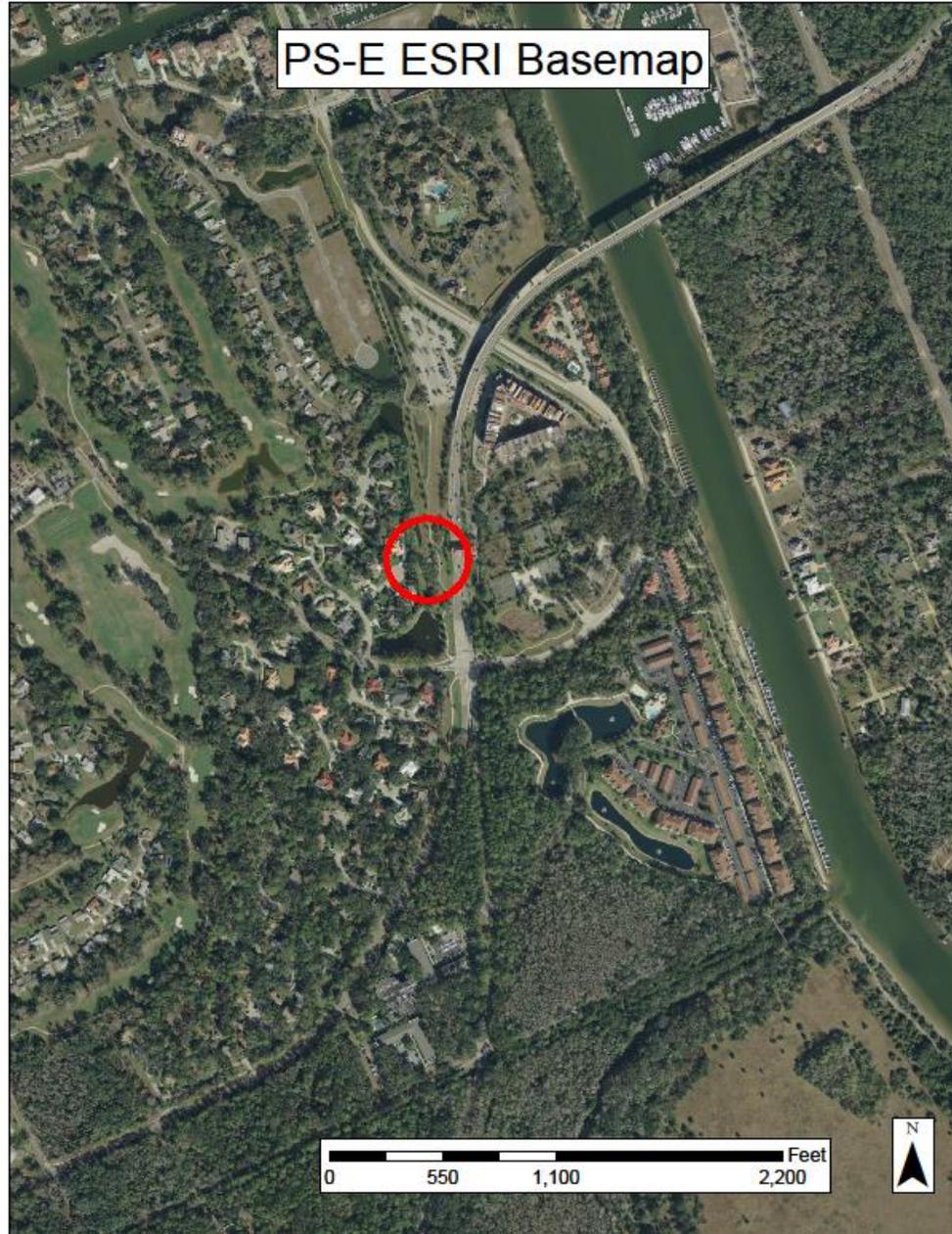
...But it does not meet the detail requirements for many of our projects



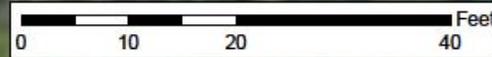
# Even 0.15 meter resolution is blurry or not available at the project level



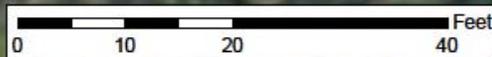
Example:



PS-E ESRI Basemap



PS-E Georeferenced Drone Image



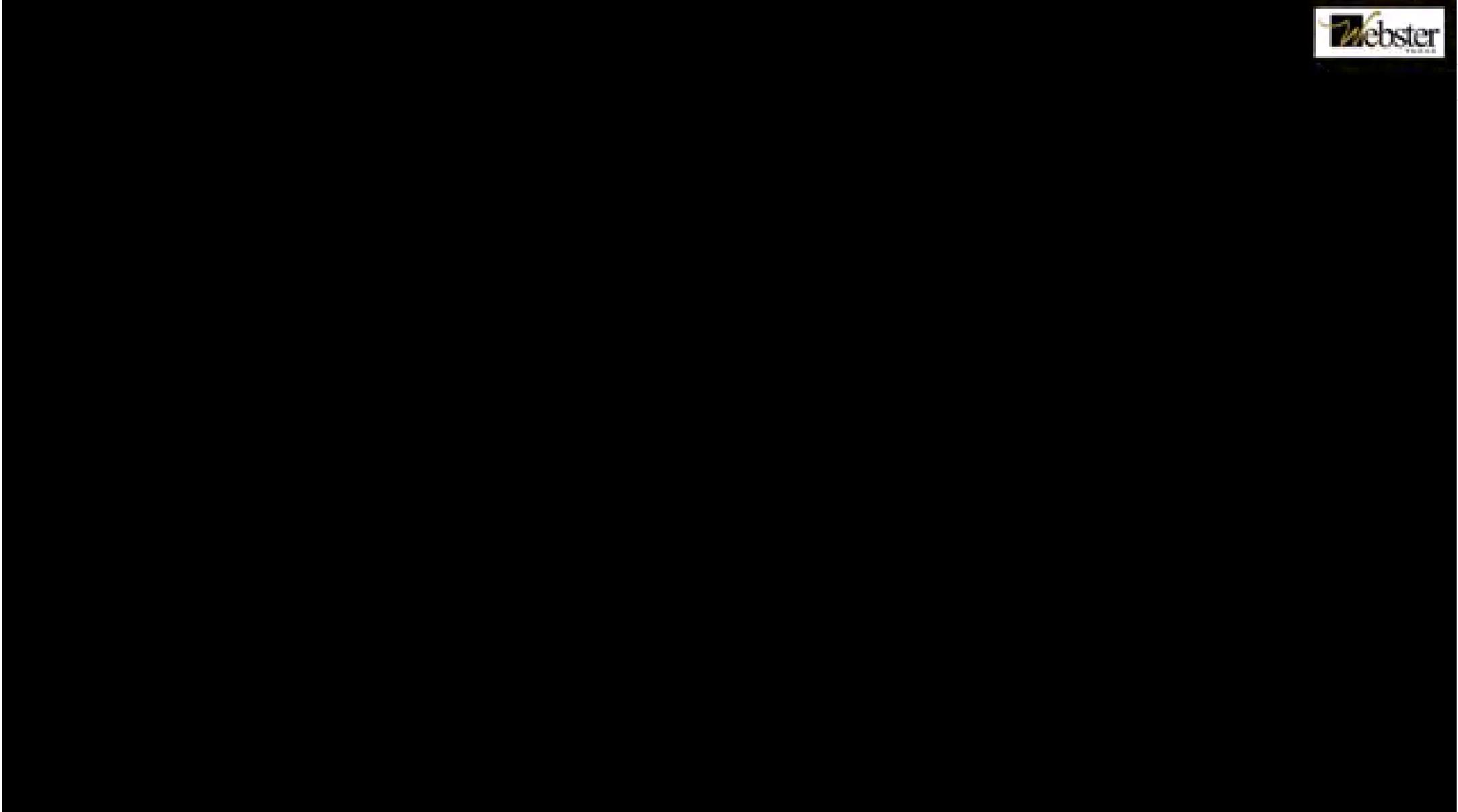
# What departments/divisions have a need for drones?

- Information Technology
- Planning
- Communications and Marketing
- Utility
- Construction Management and Engineering
- Building
- Fire Department



## Drone Project Ideas





# Drones and Society



# Public Education Campaign

- Limited Uses
  - Public Safety
  - City Infrastructure
  - Not private property
- City drone pilots will be licensed, insured, and well trained





From ~300 ft altitude





From ~100 ft altitude  
Nadir view



# Code of Conduct

- Addresses public concerns
- Assists the City in complying with all laws and regulations
- The Drone Team developed the Code of Conduct to satisfy these requirements
- The Code of Conduct has been reviewed by our Legal Department





# City of Palm Coast – Drone Program Code of Conduct



DRAFT – Under  
Final Legal Review

Page 1 of 8



# Code of Conduct Outline

- Mission Statement
- Terminology
- UAV Operation Rules and Regulations – Federal Level
- Pilot Training and Qualifications
- Approved List of City Employees that Can Fly Drones
- Operational Use



# Our Partners

- St. John's River Water Management District (SJRWMD)
  - They recently set up their own drone program (within the last 6 months)
  - We have sought their advice on various aspects of creating and operating a drone program:
    - How to set up our own program
    - What equipment to obtain
    - How to run such a program as a government entity
  - Interested in partnering with us
    - Share drone data back and forth
    - Community outreach and STEM education
    - Our school district currently has their own drone program



# Our Partners

- Flagler Executive Airport
  - The airport has no legal issues with the City flying drones
  - We just need to follow Part 107 FAA rules and regulations and notify them before we fly
  - Interested in possible collaboration with the City in a GIS/IT capacity
    - Inform citizens of what airspace can be flown in
    - Assist in making their airspace safer



# Next Steps...

- City Council support for drone program
- Finalize Code of Conduct
- Obtain licenses, equipment, and liability insurance
  - Using Smart City IT funds
- Initial cost of program approximately \$8000
- Annual cost of program approximately \$4500



**THANK YOU**

Questions?

# **Proposed Ordinance for Updating Chapter 9 – Engineering Design & Utilities**

**City Council Workshop**

**October 9, 2018**

# Purpose & Intent

- Revise the Land Development Code (LDC) to bring Stormwater and Engineering Sections up to current standards and the requirements of the City's Stormwater Permit.
- Ensure that the City's mission, rules, and criteria are consistent with those of the St. Johns River Water Management District (SJRWMD) and Florida Department of Environmental Protection (FDEP)

# MS4 Program Overview

- Phase II Municipal Separate Storm Sewer System (MS4) Operator.
- Regulated under the Federal Clean Water Act's stormwater permitting requirements.
- Obtain coverage under a National Pollutant Discharge Elimination System (NPDES) permit and
- Develop a Stormwater Management Program (SWMP).
- The City was issued its first NPDES MS4 permit in 2014
- 5<sup>th</sup> year of a 5-yr. permitting program

# MS4 Program Key Elements

The MS4 Stormwater Management Program must include, among other things:

- Public Education and Outreach
- Public Participation/Involvement
  - Utility Bill Inserts
  - City Stormwater Website
  - Distribution of Educational Materials on Storm Drainage & Water Quality at Public Events and Citizen's Academy
- Municipal Operation Pollution Prevention and Good House Keeping Measures
  - Monthly Inspections at 13 City Facilities

# MS4 Program Key Elements

- *Illicit Discharge Detection and Elimination Minimum Control Measures*
  - Storm system mapping
  - Develop and implement a plan to detect and eliminate non-stormwater discharges
  - Develop ordinance to regulate non-stormwater discharges
- *Construction Site Stormwater Runoff Control Measures*
  - Develop regulatory mechanism to require erosion control measures & Best Management Practices (BMPs)
  - Implement requirements to control construction waste
  - Implement procedures for site plan review that consider potential water quality impacts
  - Implement site inspection and enforcement of control measures

# Summary of Revisions

- Stormwater management plan requirements
- Erosion control and Stormwater Pollution Prevention Plans
- Illicit discharges to the stormwater system
- Access and maintenance easements
- NPDES permitting requirements
- Construction waste management and disposal
- Added language to help clarify construction site inspection requirements

# Chapter 9 Ordinance Processing

Date	Activity
3/2017 – 3/2018	Review existing ordinance. Review/research permitting requirements, model ordinances, & similar programs in other Florida communities. Develop ordinance revisions and address staff review comments.
03-14-2018	Teleconference with St. Johns River Water Management District
04-05-2018	Teleconference with Florida Department of Environmental Protection
5/2018 – 7/2018	City staff technical review
07-19-2018	Meeting with FCARD
07-26-2018	Meeting with FCARD
08-15-2018	PLDRB Workshop Meeting
09-18-2018	PLDRB Business Meeting

# PLDRB Recommendations

- PLDRB found the proposed changes to Chapter 9 consistent with the Comprehensive Plan
- The PLDRB recommended by a 7 – 0 vote that City Council approve the modifications to Chapter 9

# Discussion and Questions

# Stormwater Enhancement Program

Tuesday, October 9, 2018



# Presentation Outline

- **Previous Action**
- **5-Year Capital Improvement Plan**
  - **Stormwater Management Fund**
- **Fiscal Year 2019 Budget Amendments**
  - **Stormwater Management Fund**
  - **Fleet Fund**
- **Stormwater System Enhancement Analysis**
  - **Work Order with Engineering Consultant (DRMP)**



# Previous Action

**Aug. 14<sup>th</sup>** Presentation of 2 Enhanced Stormwater Improvement Plans & Stormwater Rate Increase Analysis

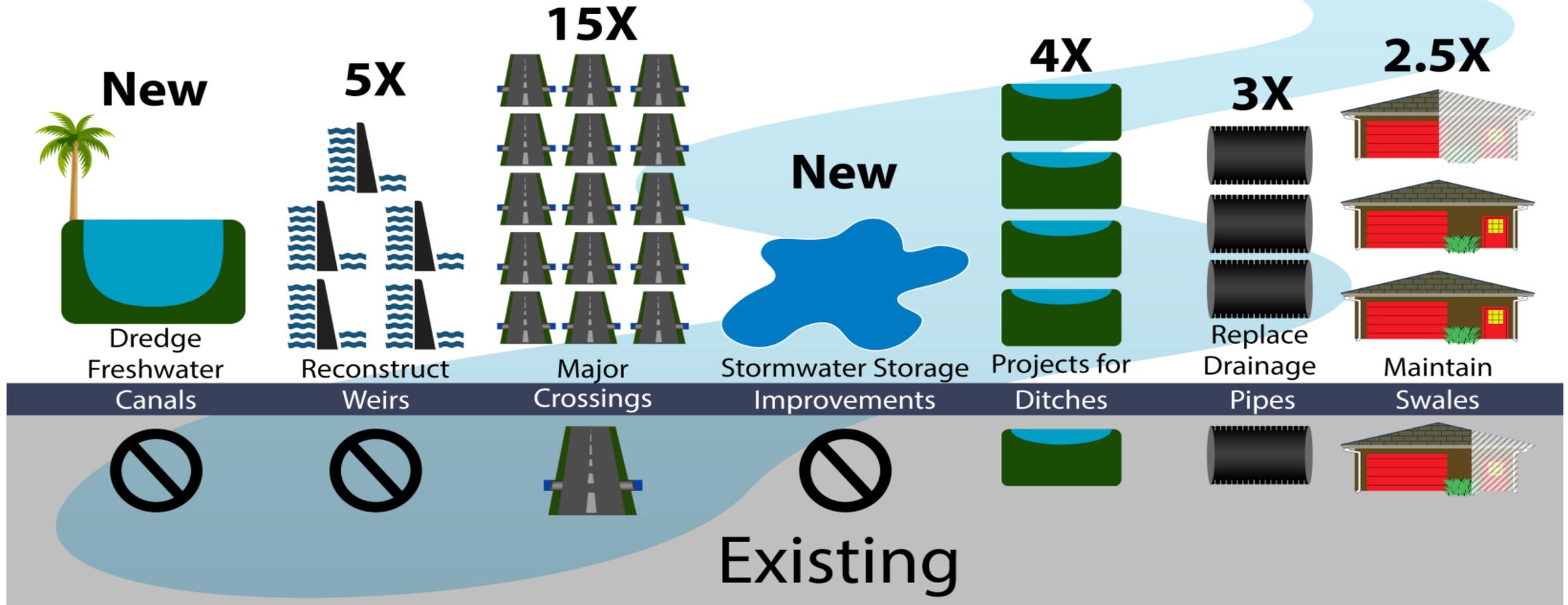
**Sept. 11<sup>th</sup>** Presentation of a Phased-In Enhanced Stormwater Improvement Plan & Stormwater Rate Increase Analysis

**Sept. 11<sup>th</sup>** City Council Selected the Phased-In Enhanced Stormwater Improvement Plan

**Sept. 18<sup>th</sup>** City Council Adopted Resolution for Utility Stormwater Rate Increase



# Enhanced Stormwater Plan Over 5 Years



# Stormwater Management Fund 5-Year CIP



# Stormwater Management Fund

STORMWATER MANAGEMENT FUND	FY19 Original	FY 19 Amended	FY 20	FY 21	FY 22	FY 23
Starting Fund Balance	294,361	294,361	154,764	221,214	829,186	1,229,457
<b>Revenues:</b>						
Ad Valorem Taxes	520,000	520,000	521,560	523,125	524,694	526,268
Stormwater Fees	7,287,423	9,765,008	10,810,156	11,899,595	12,995,325	14,097,344
New Debt	-	2,460,000	1,350,000	6,410,000	6,000,000	4,900,000
<b>Total Revenues</b>	<b>7,807,423</b>	<b>12,745,008</b>	<b>12,681,716</b>	<b>18,832,720</b>	<b>19,520,019</b>	<b>19,523,612</b>
<b>Total Available Funds</b>	<b>8,101,784</b>	<b>13,039,369</b>	<b>12,836,480</b>	<b>19,053,933</b>	<b>20,349,205</b>	<b>20,753,069</b>
<b>Expenses:</b>						
Operations and Regulatory	5,868,790	6,220,475	7,019,066	7,229,430	8,298,768	8,553,885
Saltwater Canal System	50,000	75,000	80,000	85,000	90,000	95,000
Freshwater Canal System & Lakes	957,994	3,606,200	2,750,600	8,478,600	8,087,600	7,341,600
Stormwater Ditches & Swales	1,225,000	2,982,930	2,765,600	2,431,718	2,643,380	3,060,611
<b>TOTAL EXPENDITURES</b>	<b>8,101,784</b>	<b>12,884,605</b>	<b>12,615,266</b>	<b>18,224,748</b>	<b>19,119,748</b>	<b>19,051,096</b>
Available Funds End of Year	0	154,764	221,214	829,186	1,229,457	1,701,972



# Fiscal Year 2019 Budget Amendment



# Fiscal Year 2019 Budget Amendment

	FY 2018-2019 ORIGINAL BUDGET	FY 2018-2019 AMENDED BUDGET
<b>REVENUES:</b>		
Ad Valorem Taxes	\$ 520,000	\$ 520,000
Charges for Services	7,287,423	9,764,805
Debt Proceeds	-	2,460,000
Appropriated Fund Balance	294,361	139,800
<b>TOTAL REVENUES:</b>	<b>\$ 8,101,784</b>	<b>\$ 12,884,605</b>
<b>EXPENDITURES:</b>		
Personal Services	\$ 2,222,515	\$ 2,429,823
Operating Expenses	3,478,811	3,916,361
Capital Outlay	931,700	4,325,000
Debt Service	1,355,142	1,375,675
Transfers to Other Funds	113,616	837,746
<b>TOTAL EXPENDITURES:</b>	<b>\$ 8,101,784</b>	<b>\$ 12,884,605</b>



# Fiscal Year 2019 Budget Amendment

FY 2019-2018 FLEET MANAGEMENT FUND  
 PREPARED: SEPTEMBER 2018  
 FINANCE: HELENA P. ALVES, LINA WILLIAMS

	FY 2018-2019 ORIGINAL BUDGET	FY 2018-2019 AMENDED BUDGET
<b>REVENUES:</b>		
Charges for Services	\$ 22,591	\$ 22,591
Interest and Other Earnings	25,000	25,000
Miscellaneous Revenues	220,000	220,000
Non Revenues	4,337,425	4,337,425
Appropriated Fund Balance	683,992	683,992
Transfers from Other Funds	595,515	1,319,645
<b>TOTAL REVENUES:</b>	<b>\$ 5,884,523</b>	<b>\$ 6,608,653</b>
<b>EXPENDITURES:</b>		
Personal Services	\$ 688,040	\$ 688,040
Operating Expenses	1,794,466	1,794,466
Capital Outlay	3,070,417	3,794,547
Transfers	331,600	331,600
<b>TOTAL EXPENDITURES:</b>	<b>\$ 5,884,523</b>	<b>\$ 6,608,653</b>



# Stormwater System Enhancement Analysis



# Stormwater System Enhancement Analysis

- **Work Order for Professional Engineering Services**
  - **Develop City-wide surface water elevation data with primary focus on the canal system.**
    - **This information will be used in analyzing flooding and developing improvements to the primary system of canals & control structures.**
  - **Develop 100-year floodplain delineation in previously unstudied A-zones for both existing and build-out scenarios.**
  - **Develop a City-wide Infrastructure Master Plan that will identify up to 10 conceptual level projects for improving primary system storage and conveyance.**



# Council Action

- **Approve Stormwater Fund 5-Year Capital Improvement Plan**
- **Adopt Fiscal Year 2019 Budget Amendment for Stormwater Management Fund and Fleet Fund Revisions**
- **Approve a Work Order with DRMP for Professional Engineering Services for Stormwater System Enhancement Analysis**
- **Approve a Contract with Aqua Management Plus, LLC for Weed Control Maintenance of the Freshwater Canal System**

