

# City of Palm Coast Agenda CITY COUNCIL BUSINESS

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

Mayor Milissa Holland Vice Mayor Robert G. Cuff Council Member Nick Klufas Council Member Vincent Lyon Council Member Heidi Shipley				
Tuesday, October 2, 2018	6:00 PM	CITY HALL		
City Staff Beau Falgout, Interim City Manager				

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.

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#### **CALL TO ORDER**

#### PLEDGE OF ALLEGIANCE TO THE FLAG

#### **ROLL CALL**

#### PUBLIC PARTICIPATION

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#### MINUTES

1 MINUTES OF THE CITY COUNCIL: September 18, 2018 Business Meeting September 19, 2018 Special Business Meeting-Budget September 25, 2018 Workshop

#### PROCLAMATIONS AND PRESENTATIONS

- 2 PROCLAMATION FIRE PREVENTION WEEK
- **3** PRESENTATION OF AWARDS FOR THE SENIOR GAMES PARADE OF CHAMPIONS

#### ORDINANCES SECOND READ

- 4 ORDINANCE 2018-XX AMENDING CHAPTER 5, SECTION 4.09 TRANSPORTATION, CONNECTIVITY, ACCESS AND PARKING AND SECTION 14.02 GLOSSARY OF THE UNIFIED LAND DEVELOPMENT CODE
- 5 ORDINANCE 2018-XX VOLUNTARY ANNEXATION OF 22.7 ACRE PARCEL NORTH OF STATE ROAD 100 AND 1,000 FEET WEST OF COLBERT LANE

#### ORDINANCES FIRST READ

6 ORDINANCE 2018-XX REZONING A PARCEL OF LAND FROM LIMITED OFFICE (OFC-1) TO GENERAL COMMERCIAL (COM-2) FOR 4.79 ACRES LOCATED AT THE SOUTHEASTERN CORNER OF SEMINOLE WOODS BLVD. AND STATE ROAD 100

#### CONSENT

- 7 RESOLUTION 2018-XX APPROVING A FEDERALLY-FUNDED SUB-AWARD AND GRANT AGREEMENT WITH FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT (FDEM) RELATING TO HURRICANE IRMA EXPENSES
- 8 RESOLUTION 2018-XX APPROVING A CONTRACT WITH S.E. CLINE CONSTRUCTION, INC., FOR THE CONSTRUCTION OF THE R SECTION PEP MAIN IMPROVEMENTS PROJECT
- 9 RESOLUTION 2018-XX APPROVING A WORK ORDER WITH CPH, INC., FOR ENGINEERING SERVICES REQUIRED TO MODIFY THE CONCENTRATE DISCHARGE PERMIT FOR WATER TREATMENT PLANT #3

- 10 RESOLUTION 2018-XX APPROVING THE FISCAL SUSTAINABILITY PLAN FOR WASTEWATER TREATMENT PLANT 2
- 11 RESOLUTION 2018-XX APPROVING A MASTER PRICE AGREEMENT WITH FORT BEND SERVICES FOR NSF 60 ANIONIC POLYMER
- 12 RESOLUTION 2018-XX APPROVING A MASTER PRICE AGREEMENT WITH CARMEUSE LIME AND STONE FOR NSF 60 HIGH CALCIUM BULK QUICKLIME
- 13 RESOLUTION 2018-XX APPROVING A MASTER PRICE AGREEMENT WITH UNIVAR USA INCORPORATED FOR 25% NSF 60 SODIUM HYDROXIDE

#### PUBLIC PARTICIPATION

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

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

- 14 DISCUSSION CITY MANAGER SEARCH PROCESS
- 15 DISCUSSION- A CONTRACT WITH THE INTERIM CITY MANAGER, MR. FALGOUT

DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

#### ADJOURNMENT

16 CALENDAR/WORKSHEET

ATTACHMENTS TO MINUTES

# City of Palm Coast, Florida Agenda Item

Agenda Date : 10/02/2018

Departmo Item Key		Amount Account #		
Subject MINUTES OF THE CITY COUNCIL: September 18, 2018 Business Meeting September 19, 2018 Special Business Meeting-Budget September 25, 2018 Workshop				
Background :				
Recommended Action :				



## City of Palm Coast Minutes CITY COUNCIL BUSINESS MEETING

Mayor Milissa Holland Vice Mayor Robert G. Cuff Council Member Nick Klufas Council Member Vincent Lyon Council Member Heidi Shipley City Hall 160 Lake Avenue Palm Coast, FL 32164 www.palmcoastgov.com

#### Tuesday, September 18, 2018

9:00 AM

**CITY HALL** 

City Staff Jim Landon, City Manager William Reischmann, City Attorney Virginia A. Smith, City Clerk

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#### CALL TO ORDER

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

#### PLEDGE OF ALLEGIANCE TO THE FLAG

#### ROLL CALL

Present and responding to ro	Il call were the following:
Council:	Robert Cuff
	Nick Klufas
	Milissa Holland
	Vincent Lyon
Absent	
Council:	Heidi Shipley

#### PUBLIC PARTICIPATION

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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.

There were no public comments.

#### MINUTES

1 CITY COUNCIL MINUTES SEPTEMBER 4, 2018 SPECIAL WORKSHOP - BUDGET SEPTEMBER 4, 2018 BUSINESS MEETING SEPTEMBER 5, 2018 SPECIAL BUSINESS - BUDGET SEPTEMBER 11, 2018 WORKSHOP

#### Pass

Motion made to approve made by Vice Mayor Cuff and seconded by Council Member Klufas

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland, Council Member Vincent Lyon

#### PROCLAMATIONS

2 PROCLAMATION "RAISE THE PINK FLAG WITH THE PINK 5K" MONTH

CM Lyon presented this Proclamation to representatives of Florida Hospital Flagler.

#### 3 PROCLAMATION RECOGNIZING SEPTEMBER 17-23 AS CONSTITUTION WEEK

VM Cuff read the Proclamation into the record.

#### **ORDINANCES SECOND READ**

4 ORDINANCE 2018-XX AMENDING THE TOWN CENTER MPD TO ALLOW PARKING CANOPIES IN LIEU OF GARAGES FOR MULTIFAMILY DEVELOPMENT IN THE URBAN CORE OF TOWN CENTER

#### O20180018

City Attorney Reischmann read the title into the record. Attorney Reischmann reminded Council this is a quasi-judicial item. Mayor Holland called for any exparte communications. There were none.

Mr. Landon gave a brief summary of the item.

Public Comment: There were no public comments.

#### Pass

Motion made to Adopted on second reading made by Vice Mayor Cuff and seconded by Council Member Klufas

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland, Council Member Vincent Lyon

5 ORDINANCE 2018-XX TO REZONE 6.3 ACRES GENERALLY LOCATED EAST OF OLD KINGS ROAD N. AND NORTH OF OAK TRAIL BLVD. FROM NEIGHBORHOOD COMMERCIAL (COM-1) AND ESTATE-1 (EST-1) TO MULTIFAMILY RESIDENTIAL-2 (MFR-2)

#### O20180019

*City Attorney Reischmann read the title into the record. Attorney Reischmann reminded Council this is a quasi-judicial item. Mayor Holland called for any exparte communications. There were none.* 

Mr. Landon gave a brief summary of the item.

*Ms.* Meehan provided a PowerPoint presentation, which is attached to these minutes.

Public Comment:

Speaker's name (Inaudible) relayed concerns with the project and her neighborhood.

Steve Carr spoke of possible traffic concerns and asked for a traffic plan associated with the project.

Mr. Niedlebeck asked why not move the project to Town Center.

Responses to Public Comments: Mayor Holland spoke of the crime and multi-family housing issue in the City. Mayor Holland-Traffic-The City does conduct traffic analysis with projects. Mayor Holland-Provided an overview to the growth in Town Center and the Council's strategic planning.

#### Pass

Motion made to Adopted on second reading made by Vice Mayor Cuff and seconded by Council Member Klufas

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland, Council Member Vincent Lyon

#### 6 ORDINANCE 2018-XX TO REZONE 116 ACRES LOCATED NORTH OF WHITEVIEW PKWY AND SOUTH OF PINE LAKES PKWY FROM COMMERCIAL -2 (COM-2) TO MASTER PLANNED DEVELOPMENT (MPD).

#### O20180020

*City Attorney Reischmann read the title into the record. Attorney Reischmann reminded Council this is a quasi-judicial item. Mayor Holland called for any exparte communications. There were none.* 

Mr. Landon gave a brief summary of the item.

*Ms.* Meehan provided a PowerPoint presentation, which is attached to these minutes.

Public Comments: Mr. Nielebeck was concerned with the Whiteview Parkway lane changes and this development.

Steve Carr spoke of traffic concerns on Whiteview Parkway.

Council Member Lyon recused himself from the vote.

Responses to Public Comments:

Mr. Landon gave an overview to the traffic concerns on Whiteview Parkway.

#### Pass

Motion made to Adopted on second reading made by Council Member Klufas and seconded by Vice Mayor Cuff

Approved - 3 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland

#### **ORDINANCES FIRST READ**

#### 7 ORDINANCE 2018-XX AMENDING CHAPTER 5, SECTION 4.09 TRANSPORTATION, CONNECTIVITY, ACCESS AND PARKING AND SECTION 14.02 GLOSSARY OF THE UNIFIED LAND DEVELOPMENT CODE

*City Attorney Reischmann read the title into the record. Mr. Landon gave a brief summary of the item.* 

*Mr.* Hoover provided a PowerPoint presentation, which is attached to these minutes.

Council held further discussion on parking issues.

Public Comments:

Toby Tobin quoted the City's Comprehensive Plan and the goal to have more affordable housing for the citizenry.

Jason DeLorenzo, Home Builder's Association, explained the extra square footage was not to provide an extra bedroom but to provide for a better interior design.

Council continued discussions on parking issues.

#### Pass

Motion made to Approved on first reading Approval of the ordinance as written with 1300 square feet on the duplex. made by Vice Mayor Cuff and seconded by Council Member Klufas

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland, Council Member Vincent Lyon

#### 8 ORDINANCE 2018-XX VOLUNTARY ANNEXATION OF 22.7 ACRE PARCEL NORTH OF STATE ROAD 100 AND 1,000 FEET WEST OF COLBERT LANE

City Attorney Reischmann read the title into the record. Mr. Landon gave a brief summary of the item. Mr. Papa provided a PowerPoint presentation, which is attached to these minutes.

Public Comments: There were no public comments.

The motion made was for 1300 sq. ft with a 15 ft. drive. Mr. Landon will make sure the language is corrected in the Ordinance for second read.

#### Pass

Motion made to Approved on first reading made by Vice Mayor Cuff and seconded by Council Member Klufas

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland, Council Member Vincent Lyon

#### RESOLUTIONS

#### 9 RESOLUTION 2018-XX APPROVING STORMWATER FEE ADJUSTMENTS

#### R20180120

*Mr.* Landon provided a brief overview to this item. *Mr.* Cote and *Mr.* Bernie Hamilton of PRMG (rate consultant) provided a PowerPoint presentation, which is attached to these minutes.

Council held a discussion on emergency funds for stormwater emergencies.

#### Public Comments:

Jack Carall asked why there would be an increase of \$4 this year and additional years are half? Why is this year so important to collect the \$4 increase? What do we really spend our sales tax on?

Responses to Public Comments: Increase in first year-Ans: Mr. Landon-To purchase equipment we need in order to complete the new projects and issue debt in the first year. It is a kick off.

Tax money-Ans: Mr. Landon will provide a list of the capital projects that sales tax were spent towards completely.

#### Pass

Motion made to approve made by Vice Mayor Cuff and seconded by Council Member Klufas

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland, Council Member Vincent Lyon

10 RESOLUTION 2018-XX TO VACATE A PORTION OF AN EASEMENT IN THE GRAND LANDINGS MASTER PLANNED DEVELOPMENT (PROPOSED PHASE 3B REPLAT).

#### R20180121

*Mr.* Landon provided a brief overview to this item. Ms. Meehan provided a PowerPoint presentation for this item and items 11 and 12, which is attached to these minutes.

Mayor Holland announced all three would be heard together but voted on separately.

Public Comments: There were no public comments.

#### Pass

Motion made to approve made by Vice Mayor Cuff and seconded by Council Member Klufas

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland, Council Member Vincent Lyon

# 11 RESOLUTION 2018-XX APPROVING THE FINAL PLAT FOR GRAND LANDINGS PHASE 3B REPLAT.

#### R20180122

This item was heard under item 10 with item 12 but voted on separately.

Public Comments: There were no public comments.

#### Pass

Motion made to approve made by Council Member Klufas and seconded by Vice Mayor Cuff

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland, Council Member Vincent Lyon

#### 12 RESOLUTION 2018-XX APPROVING THE FINAL PLAT FOR GRAND LANDINGS PHASE 3C

#### R20180123

This item was heard under item 10 with item 11 but voted on separately.

Public Comments: There were no public comments.

#### Pass

Motion made to approve made by Council Member Klufas and seconded by Vice Mayor Cuff

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland, Council Member Vincent Lyon

#### 13 RESOLUTION 2018-XX APPROVING THE FINAL 2018 CITY PRIMARY ELECTION RESULTS

#### R20180124

Public Comments: There were no public comments.

Pass

Motion made to approve made by Council Member Klufas and seconded by Vice Mayor Cuff

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland, Council Member Vincent Lyon

#### CONSENT

14 RESOLUTION 2018-XX APPROVING AN AGREEMENT FOR CONSENT TO VOLUNTARY ANNEXATION WITH BIA DEVELOPMENT LLC

#### R20180125

Pass

Motion made to Adopt on consent made by Council Member Klufas and seconded by Vice Mayor Cuff

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland, Council Member Vincent Lyon

#### 15 RESOLUTION 2018-XX APPROVING PIGGYBACKING THE FLAGLER COUNTY CONTRACT WITH STRICKLAND SOD FARM INC. FOR PURCHASE AND/OR INSTALLATION OF SOD FOR SWALE MAINTENANCE

R20180126

Pass

Motion made to Adopt on consent made by Council Member Klufas and seconded by Vice Mayor Cuff

Approved - 5 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland, Council Member Vincent Lyon

16 RESOLUTION 2018-XX APPROVING AN AGREEMENT FOR EXCHANGE OF REAL PROPERTY AND AGREEMENT FOR JOINT USE STORMWATER MAINTENANCE AND EASEMENT WITH MATANZAS HOLDINGS LLC

R20180127

#### Pass

Motion made to Adopt on consent made by Council Member Klufas and seconded by Vice Mayor Cuff

Approved - 5 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland, Council Member Vincent Lyon

#### PUBLIC PARTICIPATION

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

*Mr.* Nielebeck-When will the City hold a neighborhood meeting on the traffic issue on Florida Park Drive.

Steve Carr-Traffic and health conditions on Florida Park Drive.

Jack Carall-CM Shipley's absences.

Responses to Public Comments:

Council held a discussion on CM Shipley's absences.

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

Mayor Holland asked that Council have an open discussion regarding the City Manager's employment with the City. She reviewed points of frustration with Council.

Mayor Holland passed the gavel to VM Cuff. Motion by Mayor Holland to terminate, our City Manager, effective immediately and to appoint Beau Falgout in the interim and that we as a Council engage SGR, not staff, as a way of communicating this process starting immediately. We want to find the next City Manager that is going to move us forward in the direction that we've identified. I am asking for the Council's support. The motion was seconded by Council Member Klufas.

Further discussion was held on this issue.

Motion passed unanimously 4 to 0.

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

Nothing at this time.

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

Mayor Holland directed Mr. Falgout to begin the interim position immediately. She indicated that he would speak to each Council Member individually. She asked that staff contact SGR to attend the next meeting and have them meet by the next meeting for Council to begin the process.

#### ADJOURNMENT

The meeting was adjourned at 11:45 a.m.

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

17 CALENDAR AND WORKSHEET

#### **ATTACHMENTS TO MINUTES**



## City of Palm Coast Minutes CITY COUNCIL SPECIAL BUSINESS - BUDGET

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

#### Wednesday, September 19, 2018

5:05 PM

**CITY HALL** 

City Staff Jim Landon, City Manager William Reischmann, City Attorney Virginia A. Smith, City Clerk

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#### A. CALL TO ORDER

Mayor Holland called the meeting to order at 5:05 PM

#### B. PLEDGE OF ALLEGIANCE TO THE FLAG

#### C. ROLL CALL

Present and responding to roll call were the following: Council: Robert Cuff Nick Klufas

Nick Klufas Heidi Shipley Milissa Holland Vincent Lyon

City Clerk Virginia Smith called the roll.

#### D. PRESENTATIONS

#### 1 PRESENTATION ON FISCAL YEAR 2018-2019 BUDGET

*Mr.* Falgout provided a brief overview to this item. *Ms.* Williams and *Ms.* Alves presented a PowerPoint presentation, which is attached to these minutes.

# RECESS CITY COUNCIL BUSINESS MEETING AND CONVENE THE SR 100 CRA BUSINESS MEETING

Mayor Holland recessed the meeting at 5:10 pm and opened the SR 100 CRA meeting.

#### 2 SR 100 CORRIDOR CRA RESOLUTION 2018-XX ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2018-2019

#### R20180128

Public Comments: There were no public comments.

#### Pass

Motion made to approve made by Vice Mayor Cuff and seconded by Council Member Klufas

Approved - 5 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland, Council Member Vincent Lyon

# ADJOURN THE SR 100 CRA BUSINESS MEETING AND RECONVENE THE CITY COUNCIL BUSINESS MEETING

Chair Holland - Adjourned at the SR 100 CRA meeting at 5:12 pm and reconvened the City Council Business Meeting.

#### E. RESOLUTIONS

# 3 RESOLUTION 2018-XX ADOPTING THE FINAL MILLAGE FOR FISCAL YEAR 2018-2019

#### R20180129

*Public Comments: Larisa Bolotnikov reported citizens are not happy with the City's spending.* 

Vadim Zaitsev questioned the validity of the citizen's survey.

Rasa has a small business on SR 100 and was concerned about the increase in the Millage Rate.

*Ginny, dependent on social security, expressed her concern regarding the increase in the budget.* 

Leon Levitt spoke of the increase in the millage rate over the last ten years.

Ella Chageyeva, a longtime resident, spoke of her concerns regarding the lack of services for the elderly and for children.

Alena Valentina asked why the percentage increase in City staff does not follow the increase in the population.

Tom Olson urged Council to take a look at moving funds to better facilitate more swale projects.

#### **Responses to Public Comments:**

Mayor Holland requested staff provide a sample tax bill.

*Mr.* Falgout provided an overview to public comments. Ms. Alves presented a sample tax bill and provided an explanation of the bill and what was the City of Palm Coast's portion. Mayor Holland provided further explanation of the entire tax bill.

#### Pass

Motion made to approve made by Vice Mayor Cuff and seconded by Council Member Klufas

Approved - 5 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland, Council Member Vincent Lyon

#### 4 RESOLUTION 2018-XX ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2018-2019

#### R20180130

Public Comments:

Vadim Zaitsev spoke of the differences in salaries from Palm Coast to the County.

Marissa Bolotimokov questioned the number of people necessary to run the Utility Department. She suggested Mayor Holland hold office hours for the residents to meet with her.

Lesz Gentin expressed his frustration with constant repairs done to the sidewalk instead of a replacement. He felt it was a waste of money. He also was frustrated with the lack of wifi available.

#### **Responses to Public Comments:**

Mayor Holland provided an overview to all public comments.

Mr. Falgout provided an overview of tariffs and the future tariffs.

Mayor Holland provided an overview to the utility history.

Mayor Holland made all the required announcements.

#### Pass

Motion made to approve made by Council Member Shipley and seconded by Vice Mayor Cuff

Approved - 5 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland, Council Member Vincent Lyon

5 RESOLUTION 2018-XX APPROVING PIGGYBACKING FLORIDA SHERIFF'S ASSOCIATION CONTRACTS AND ASSOCIATED PURCHASE ORDERS FOR FLEET VEHICLES AND EQUIPMENT AS APPROVED IN THE FISCAL YEAR 2019 BUDGET

#### R20180131

Mr. Falgout provided an overview to this item.

Public Comments: There were no public comments.

#### Pass

Motion made to approve made by Council Member Shipley and seconded by Vice Mayor Cuff

Approved - 5 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland, Council Member Vincent Lyon

#### F. PUBLIC PARTICIPATION

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Vadim Zaitsev questioned if the firing of Mr. Landon was premature because of the amount of his severance package.

Marissa Bolotimokov hoped the Council listened to the constituents today. She suggested giving more information in the utility bill.

Ella Chageyeva felt like her voice had not been heard because the resolution for the budget had passed.

Rasa hoped the City would put in lighting on Belle Terre.

Rick hoped Council heard what the citizens had to say.

Mayor Holland provided an overview to the public comments.

#### G. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

Attorney Reischmann had nothing to report.

#### H. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

*Mr.* Falgout indicated he would be reaching out to the Executive Search firm and would be bring back information at the next Council meeting along with an item for them to discuss their expectations of him while serving as Interim City Manager.

#### I. ADJOURNMENT

The meeting was adjourned at 6:16 p.m.

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



### City of Palm Coast Minutes CITY COUNCIL WORKSHOP

Mayor Milissa Holland Vice Mayor Robert G. Cuff Council Member Nick Klufas Council Member Vincent Lyon Council Member Heidi Shipley City Hall 160 Lake Avenue Palm Coast, FL 32164 www.palmcoastgov.com

Tuesday, September 25, 2018
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9:00 AM

**CITY HALL** 

City Staff Jim Landon, City Manager William Reischmann, City Attorney Virginia A. Smith, City Clerk

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#### CALL TO ORDER

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

#### PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL

Ms. Settle called the roll. Council Member Klufas was absent.

#### 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 presented at a 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.

Jack Carall recommended Mr. Falgout for City Manager and did not think there was a need to do a search.

*Mr.* Nieleback re: Florida Park Drive and congratulated Mr. Falgout on his new position.

Michael Cocchiola urged Council to wait until the new members takes their seats before searching.

Responses to Public Comment:

Mayor Holland reported the City has entered into an agreement with the search firm. We will be discussing a search firm and how we will move forward and Florida Park Drive is on the Strategic action plan for improvement.

#### PRESENTATIONS

#### 1 PRESENTATION SHOP LOCAL EFFORTS

*Mr.* Falgout gave a brief summary of the item. Cindy Lane and Wynn Newingham gave a presentation regarding Shop Local.

Topics discussed included; for every \$100 spent \$68 is returned back to the community; in 2017 over 7 million dollars were collected by the local sales tax; a marketing campaign; concept slogan changing; using BAC Fund dedicated to Economic Development; using dollars for advertising; how to inform new residents; connection to the residents; future budget allocations for marketing shop local; spending money with local media outlets; radio campaigns; working with businesses to promote the campaign; how sales tax has been used in the past; 1/2 page ad to shop local after Thanksgiving; the shop local blog; flyers; entrepreneur night and using the funds allocated for this purpose for marketing.

Mayor Holland asked that staff come back with material and a marketing plan to show us how the funds will be spent. Mr. Falgout will bring it back at a future meeting under City Manager comments.

#### 2 DISCUSSION CITY MANAGER SEARCH PROCESS

Mayor Holland reported that SGR has offered to attend a meeting at the October 9 workshop. They would like to have one on ones with Council after the workshop. Topics included waiting until after the newly elected Council Members have taken their seats; the process needing to start 90 days after the City Manager's termination; the process starting when SGR was awarded the contract. It was the consensus of the Council to have an agenda item on the November 20 meeting of the when the new members will be seated. Mayor Holland to contact SGR to receive a timeline. Vice Mayor Cuff would prefer to have the initial meeting with SGR in a workshop setting.

Mayor Holland will be contacting SGR and will bring back to Council SGR's timeline at the next business meeting.

#### 3 DISCUSSION INTERIM CITY MANAGER EXPECTATIONS AND AGREEMENT

*Mr.* Reischmann, addressed Council regarding the current situation of *Mr.* Falgout, an employee being named interim and the need to address and document a contract with him on his appointment as Interim City Manager. He spoke to them about how other municipalities handle these same situations. Topics discussed included clarification regarding the Sunshine Law; their expectations of the Interim City Manager and protection of his employment upon the hire of a new City Manager.

*Mr.* Falgout thanked all for their confidence and support. He spoke to the differences in the roles. *Mr.* Falgout conveyed the importance of a contract is primarily for the protection of himself and his family. He asked Council, what type of Interim City Manager they expected; the type that pushes through directives or one that ensures the day to day stays the same. He felt strongly that one provision he would like to have in his contract was to return to his former position. He also asked if Council if they would prefer holding off on hiring an IT Director until the new City Manager arrives or would he like them to continue with the hiring process.

It was the consensus of Council to move forward with the hiring of an IT Director and the type of Interim City Manager they would like to see is one to keep Council's initiatives moving forward. Council Member Lyon agreed to be the liaison between Mr. Falgout and Council in drafting a contract.

The draft contract will be discussed at the October 2 Business Meeting.

#### WRITTEN ITEMS

#### 4 RESOLUTION 2018-XX APPROVING A FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT WITH FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT (FDEM) RELATING TO HURRICANE IRMA EXPENSES

*Mr.* Falgout gave a brief overview of the item and the change the State has mandated. Helena Alves reported on the amounts owed for Irma. Hurricane Mathew reimbursement due. This item will be continued at the Business Meeting.

#### 5 RESOLUTION 2018-XX APPROVING A CONTRACT WITH S.E. CLINE CONSTRUCTION, INC., FOR THE CONSTRUCTION OF THE R SECTION PEP MAIN IMPROVEMENTS PROJECT

*Mr.* Falgout gave a brief overview of the item. This item will be continued at the Business Meeting.

#### 6 RESOLUTION 2018-XX APPROVING A WORK ORDER WITH CPH, INC., FOR ENGINEERING SERVICES REQUIRED TO MODIFY THE CONCENTRATE DISCHARGE PERMIT FOR WATER TREATMENT PLANT #3

*Mr.* Falgout gave a brief overview the item. Alex Boyer, Mary Kronenberg, Lucida Xu, CPH, explained the project. Topics discussed included; reclaim water; DEP requirements for opening a main to the Intracoastal; white water discharge and in the future, the main will have a dual purpose of being used as a concentrate outflow. This item will be continued at the Business Meeting.

#### 7 RESOLUTION 2018-XX APPROVING THE FISCAL SUSTAINABILITY PLAN FOR WASTEWATER TREATMENT PLANT 2

*Mr.* Falgout gave a brief overview of the item. This item will be continued at the Business Meeting.

#### 8 RESOLUTION 2018-XX APPROVING A MASTER PRICE AGREEMENT WITH FORT BEND SERVICES FOR NSF 60 ANIONIC POLYMER

*Mr.* Falgout gave a brief overview of the item. This item will be continued at the Business Meeting.

#### 9 RESOLUTION 2018-XX APPROVING A MASTER PRICE AGREEMENT WITH CARMEUSE LIME AND STONE FOR NSF 60 HIGH CALCIUM BULK QUICKLIME

*Mr.* Falgout gave a brief overview of the item. This item will be continued at the Business Meeting.

#### 10 RESOLUTION 2018-XX APPROVING A MASTER PRICE AGREEMENT WITH UNIVAR USA INCORPORATED FOR 25% NSF 60 SODIUM HYDROXIDE

*Mr.* Falgout gave a brief overview of the item. This item will be continued at the Business Meeting.

#### PUBLIC PARTICIPATION

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

Larissa Bolotnikov did not think it was necessary to spend money on marketing for "Buy Local." She did hope that the City would entice health food stores to the area.

Jon Netts congratulated Mr. Falgout and has great faith in his ability.

Council Member Lyon responded to Ms. Bolotnikov's comment and spoke of markets in the area that sell health foods.

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

There were no reports received.

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

There were no reports received.

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

*Mr.* Falgout thanked Council for the discussion regarding the Interim City Manager position.

He reported that staff met with FDOT regarding the Old Kings Road project and that Council will be seeing purchase agreements for ROW acquisitions.

He announced Chief Beadle's retirement ceremony will be held on Thursday, September 27, 2018, cake and refreshments at 1:00 p.m. The formal transition ceremony will begin at 2:00 p.m. and Bill Butler, the City's landscape architect, will be retiring and a gathering is scheduled for Friday evening.

#### ADJOURNMENT

Mr. Cuffed adjourned 11:10 a.m.

Respectfully,

Kathleen E. Settle, CMC Deputy City Clerk

## City of Palm Coast, Florida Agenda Item

Agenda Date : 10/02/2018

#### Department

**Item Key** 4431

Amount Account #

Subject PROCLAMATION FIRE PREVENTION WEEK

#### Background :

The City would like to proclaim October 7, 2018 through October 13, 2018 as Fire Prevention Week.

#### **Recommended Action :**

Proclaim October 7, 2018 through October 13, 2018 as Fire Prevention Week.



WHEREAS, the City of Palm Coast is committed to ensuring the safety and security of all those living in and visiting Palm Coast; and

WHEREAS, U.S. fire departments responded to 365,500 home fires in 2015, resulting in 2,560 civilian deaths, according to the National Fire Protection Association (NFPA); and

WHEREAS, newer homes are built with lightweight materials that burn faster than older home constructions, and many of today's products and furnishings produce toxic gases and smoke when burned, making it impossible to see and breathe within moments; and

WHEREAS, these conditions contribute to a much smaller window of time for people to escape safely, with people having as little as one to two minutes to escape from the time the smoke alarm sounds; and

WHEREAS, a home fire escape plan provides the skill set and know-how to quickly and safely escape a home fire situation and should be developed by all members of the household; and

WHEREAS, a home fire escape plan includes two exits from every room in the home; a path to the outside from each exit; smoke alarms in all required locations; and a meeting place outside where everyone in the home will meet upon exiting; and

**WHEREAS**, practicing a home fire escape plan twice a year ensures that everyone in the household knows what to do in a real fire situation;

WHEREAS, the Palm Coast Fire Department is dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Palm Coast's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2018 Fire Prevention Week theme, "Look. Listen. Learn. Be aware – fire can happen anywhere" effectively serves to remind us that we need to take personal steps to increase our safety from fire.

**NOW, THEREFORE, BE IT PROCLAIMED,** by the Mayor and the City Council of the City of Palm Coast, Florida, October 7-13, 2018, as

### **"FIRE PREVENTION WEEK"**

throughout this community and urge all the people of <u>Palm Coast</u> to find develop a home fire escape plan with all members of the household and practice it twice a year, and to participate in the many public safety activities and efforts of the <u>Palm Coast Fire Department</u> during Fire Prevention Week 2018.

Signed this 2nd day of October 2018.

#### CITY OF PALM COAST, FLORIDA

Witnessed by:

Milissa Holland, Mayor

Virginia A. Smith, City Clerk

## City of Palm Coast, Florida Agenda Item

Agenda Date: 10/02/2018

Department Item Key	4430	Amount Account
Item Key	4430	Accou

Subject PRESENTATION OF AWARDS FOR THE SENIOR GAMES PARADE OF CHAMPIONS

#### Background :

The Palm Coast & Flagler Beaches Senior Games presented by Florida Hospital Flagler, were open to men and women ages 50 and older. The athletes competed against other athletes of the same gender and age group, in competitions of Ballroom Dancing, Tennis, Horseshoes, Golf, Bagtoss, Cribbage and Pickleball! The Senior Games started this year with an opening ceremony with a proclamation given at City Hall at the City Council Meeting on September 4th.

The Palm Coast Senior Games are a part of the Florida Senior Games, which dates back to 1974 when the Golden Age Games were created in Sanford, FL. In 1992, the first Florida State Championships were held in Bradenton. Over the years and still to this day, the Florida Senior Games continues to grow. Together with the fun, fitness and competition, The Florida Senior Games is dedicated to:

- Encouraging and promoting healthy lifestyles and staying fit for Florida's Adult Population.
- Providing Floridians with the opportunity to compete at the local, state and national levels.
- Providing all Floridians with an affordable and quality multi-sport festival they can call their own.
- For individuals to compete in a fun manner
- For all athletes, whether you were an athlete growing up, in high school, in college, or if you became an athlete after.
- Even if you do not consider yourself an athlete, the Senior Games is meant to empower your inner athlete.

There are 11 different age groups ranging from 50 years old to 100+:

The Palm Coast Senior Games are sanctioned by the Florida Sports Foundation and are a qualifier for the Florida Senior Games presented by Humana, located in Clearwater in December 2018.

#### **Recommended Action :** For presentation.

## City of Palm Coast, Florida Agenda Item

Agenda Date : 9/18/2018

Department Item Key	PLANNING 4178	Amour Accou		
-		AMENDING JECTIVITY, AC	,	4.09 CTION

14.02 GLOSSARY OF THE UNIFIED LAND DEVELOPMENT CODE

# Background:

#### UPDĂTE FROM THE SEPTEMBER 18, 2018 BUSINESS MEETING.

This item was heard by City Council at their September 18, 2018 Business Meeting. Section 5.03.04 of the draft rewrite of Chapter 5 has been revised by staff for the October 2, 2018 City Council Public Hearing to respond to parking and driveway concerns and directives from the Mayor and City Council at the September 18, 2018 public hearing. Since many people utilize much or all of their garage for storage we have added language stating that parking inside garages would not count towards minimum parking requirements for single-family and duplex homes and townhouses. For any home with only a one-car garage, the driveway must now be a minimum of 16 feet wide for at least 20 feet extending from the front of the garage door so that two cars can park side-by-side. The threshold for when duplex units go from a minimum of a one-car to a two-car garage remained at 1,300 square feet as previously recommended since the concerns were more of a parking issue rather than a garage issue. We dropped the option for an alternative driveway layout in Section 5.03.04B.7, as staff believes there are now sufficient options to solve any reasonable parking issue for single-family homes, duplexes, and townhouses. However, we retained the text requiring a minimum landscaped area of 25% between the front building façade and front property line and proposed applying it for all homes, as staff believes it is a good counter-measure to ensure that residents do not overwhelm their front yard with pavement.

#### UPDATE TO THE SEPTEMBER 11, 2018 WORKSHOP

This item was heard by City Council at their September 11, 2018 Workshop. City Council discussed concerns with the minimum number of garages for properties having Duplex (DPX) Zoning. Council requested staff to determine the total number of DPX zoned lots and the number that are still vacant. Additionally, City Council directed staff to contact the Flagler Association of Home Builders regarding an alternative proposal for the thresholds of living area when duplexes and townhouses shift from requiring a minimum one-car garage to a two-car garage. City staff will present updated information at the September 18, 2018 City Council public hearing.

#### ORIGINAL BACKGROUND FROM THE SEPTEMBER 11, 2018 WORKSHOP

Chapter 5, Section 4.09 Transportation, Connectivity, Access and Parking was adopted along with the balance of the Unified Land Development Code (LDC) in August 2008. It has been modified twice, once in December 2009 and also in May 2012. Along with the other chapters in the LDC, Chapter 5 has been reanalyzed and redrafted much like Chapter 11 on Landscaping. Upon completion of the draft changes, staff met with Flagler County Association of Responsible Development (FCARD) members five times to obtain input from people who utilize the standards in Chapter 5 on a frequent basis. Planning Board Member Mr. Davis joined in those meetings. In addition, the Flagler Association of Home Builders has reviewed and provided

input during the stakeholder meetings. In Spring 2017, the PLDRB held a workshop on Chapter 5. The public hearings for the re-write of Chapter 5 were intentionally delayed in order to align terminology with the recent amendment to the City's Transportation Impact Fees. After updating Chapter 5 to align the terminology, the PLDRB held a public hearing on April 18, 2018.

The proposed changes to Chapter 5 involve the following key items. One change involves relocating and updating the stacking standards for drive-through facilities from Section 4.09 to Chapter 5. In order to minimize the recent number of applications for parking flexibility studies, the parking standards were also reanalyzed and modified for the various types of uses. Parking and driveway standards for single-family homes and duplexes were also updated to reflect current housing trends. Standards for the number, size and location of loading spaces were also modified.

#### Flagler Home Builder Association:

This association had one significant change regarding duplex and two-family homes. Currently, if an individual unit has less than 1,200 square feet of living area then only a one-car garage is required and they requested this be increased to 1,300 square feet as they have residents wanting homes in the 1,200 – 1,299 square feet of living area but only needing a one-car garage plus an additional paved parking space. Planning staff concurred with this change and incorporated the change.

#### Planning and Land Development Regulation Board (PLDRB) Action:

The PLDRB voted 7 - 0 to recommend that the City Council approve the proposed LDC revisions at its April 18, 2018 public hearing. However, the PLDRB went beyond the Planning staff's and Flagler Home Builders Association language on garages and also recommended that single-family homes be required to only have a minimum of a one-car garage in lieu of the current standard of a minimum two-car garage.

Planning staff does not agree with the minimum one-car garage standard for all single-family homes. As the PLDRB proposes it would allow single-family homes with one-car garages on ITT lots where all of the existing developed single-family lots have two-car garages. Staff believes this would not be harmonious with the existing single-family neighborhoods.

#### **Recommended Action:**

Adopt Ordinance 2018-XX Amending Chapter 5, Section 4.09 Transportation, Connectivity, Access and Parking and Section 14.02 Glossary of the Unified Land Development Code

#### ORDINANCE 2018-AMENDING SECTION 4.09, CHAPTER 5, AND SECTION 14.02 OF THE UNIFIED LAND DEVELOPMENT CODE

AN ORDINANCE OF THE CITY OF PALM COAST, FLORIDA, AMENDING UNIFIED LAND DEVELOPMENT CODE SECTION 4.09 - DRIVE-THROUGH FACILITIES, BY RELOCATING IT TO CHAPTER 5 – TRANSPORTATION, CONNECTIVITY, ACCESS, AND PARKING; AMENDING CHAPTER 5 – TRANSPORTATION, CONNECTIVITY, ACCESS AND PARKING; AND AMENDING SECTION 14.02 - GLOSSARY; TO CLARIFY INTENT AND TO REFLECT CURRENT DEVELOPMENT TRENDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR 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, the City Council has determined that due to changing conditions within the City it is warranted to relocate Section 4.09 – Drive Through Facilities to Chapter 5 – Transportation, Connectivity, Access and Parking, to amend Chapter 5 – Transportation, Connectivity, Access and Parking, and to amend Section 14.02 – Glossary of the Unified Land Development Code ; and

**WHEREAS,** the City's Planning and Land Development Regulation Board (PLDRB) held a public workshop and a 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 meeting on April 18, 2018 the PLDRB voted 7-0 in favor of the proposed revisions;

WHEREAS, the City Council held a public workshop to discuss the proposed changes on September 11, 2018; and

WHEREAS, the City Council of Palm Coast 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 transportation related standards and facilitating their implementation; and

**WHEREAS**, words with <u>underlined</u> 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.

1

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

**SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.** The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

## SECTION 2. RELOCATING SECTION 4.09 – "DRIVE-THROUGH FACILITIES" BY RELOCATING IT TO CHAPTER 5 OF THE UNIFIED LAND DEVELOPMENT CODE.

Section 4.09 – Drive-Through Facilities is hereby relocated to Section 5.04.11 and amended as shown in that section.

### Section 4.09. Drive-Through Facilities (This section is being relocated from Chapter 4 to Chapter 5.)

#### 4.09.01. Location

A site that contains drive-through facilities shall be located on a collector or arterial road.

#### 4.09.02. Stacking Lanes and Spaces

- A. All uses and facilities providing drive-up or drive-through service shall provide stacking lanes in compliance with the standards of this section. Stacking lanes shall be a minimum of ten feet in width along a straight portion and 12 feet in width along a curved portion.
- B. Restaurants with drive-up or drive-through facilities shall provide a minimum of eight stacking spaces to accommodate eight vehicles and one stacking space in front of the service window. Drive-through lanes must be clearly distinguished from parking aisles by acceptable pavement markings and pavement color. A 14-foot wide paved bypass lane is required. A stacking space shall be a minimum of 20 feet in length and ten feet in width.
- C. Banks, financial institutions, and pharmacies shall provide stacking spaces according to the following table. A 14-foot wide paved bypass lane shall be provided. At least one stacking space shall be provided in front of the service window.

#### **Table 4 1: Stacking Spaces for Bank, Financial Institution, and Pharmacy Drive-Through Facilities**

Number of Drive-Through Lanes	Total Number of Stacking Space to be Accommodated
1	6
2	10
<del>3 or 4</del>	12
Each additional lane	3 additional stacking spaces accommodated

- D. A six-foot high solid wall or fence shall be provided along all property lines abutting lots or parcels zoned for residential purposes in order to block lights from vehicles in the stacking lanes or drive-through facility.
- E. Stacking lanes shall not be located within a designated delivery area or area designated for loading spaces.
- F. Within the COM-1 and OFC-1 Districts, drive-through facilities may have only a single lane with a single service window. A second lane is permissible if it is serviced by the same single window,

or if it is serviced by an automated device (e.g. ATM). A 14-foot wide paved bypass lane is required.

#### 4.09.03. Drive-through menu boards and speakers

Menu boards and speakers shall be set back a minimum of 100 feet from the property line of adjacent properties zoned SFR-1, SFR-2, SFR-3, SFR-4, SFR-5, MFR, and DPX Districts. The Land Use Administrator may require sound attenuation walls, landscaping, or other mitigation measures. (See Chapter 12 for maximum number of menu boards allowed and location.)

### <u>SECTION 3.</u> AMENDMENT TO CHAPTER 5. – "TRANSPORTATION, CONNECTIVITY, ACCESS AND PARKING" OF THE UNIFIED LAND DEVELOPMENT

**<u>CODE.</u>** Chapter 5. - "Transportation, Connectivity, Access and Parking" of the City of Palm Coast Unified Land Development Code is hereby amended as follows:

#### Section 5.01. Purpose and Applicability

#### 5.01.01. Purpose

The purpose of this chapter is to establish requirements for a transportation system that operates by moving people and goods efficiently, safely, and provides a balance between mobility and accessibility.

#### 5.01.02. Applicability

All development shall provide transportation, access, parking, loading, <u>stacking</u>, bicycle, and pedestrian facilities in compliance with the standards of this chapter. All facilities shall be maintained as long as the principal use continues.

#### Section 5.02. Transportation and Connectivity

#### 5.02.01. Streets

- A. All proposed developments, except for sites developed with utility facilities such as cable substations, communication towers, etc., shall front on a paved street or paved access easement. This street, if not already paved, shall be paved by the developer from the entrance of the development to the nearest public paved street(s). The character, width, grade, and location of all streets shall conform to City standards and shall be considered in their relation to existing and planned streets, to topographical conditions, to public convenience and safety, and in their appropriate relation to the proposed uses of the land to be served by such streets. Construction and material specifications for streets shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction and the following:
  - All newly platted streets intended to serve residential uses shall be public. The Land Use Administrator <u>City Council</u> may approve <u>developer proposed</u> private streets; provided in residential areas via a plat approval. In such cases, all such streets shall meet the <u>all</u> design and construction criteria of the City; for <u>public streets</u>, and a condominium or homeowners association <u>or equivalent shall be</u> is created with all duties and powers necessary to ensure perpetual maintenance of such private streets. All streets shall be constructed to the exterior property lines of the development unless they are permanently terminated by a cul-de-sac or an intersection with another street. <u>Public streets shall not be gated</u>.
  - 2. Newly platted streets intended to serve business or industrial uses may be private if approved by the City Council. City Council may approve developer proposed private streets in commercial business or industrial areas via a plat approval. In such cases, all streets shall meet the design and construction criteria of the City for public streets unless overriding conditions, such as sharing entrances or parking areas, require different design criteria as determined by the Land Use Administrator. A property owners' association or equivalent shall maintain such

streets be created with all duties and powers necessary to ensure perpetual maintenance of such private streets.

- B. The arrangement of streets in a development shall:
  - 1. Provide efficient and orderly hierarchy of streets.
  - 2. Conform to official plans and maps of the City.
  - 3. Be integrated with the existing and planned street system of the surrounding area in a manner that is not detrimental to existing neighborhoods.
  - 4. Ensure that the use of local streets by through or nonresidential traffic is discouraged.
  - 5. Provide at least two (2) separate and remote entrances to a development, unless other provisions, such as easements, are made for emergency ingress and egress, and provided such entrances will not adversely affect the overall street system and meet the required twenty-four (24) foot right-of-way width. (*This language is already in Section 5.02.04.B.*)<sup>6</sup>. Facilitate and coordinate with the future development of adjoining property of a similar character, and provide for local circulation and convenient access to neighborhood facilities.
  - 76. Local streets shall be patterned in such a way that continuous traffic from a collector road to another collector <u>or arterial</u> road is discouraged.

#### 5.02.02. Minimum Right-of-Way and Pavement Widths

The following are the minimum right-of-way widths required for streets within the City. Developers shall dedicate sufficient land to meet the right-of-way requirement resulting from the development in accordance with a rational nexus and rough proportionality analysis. <u>A cul-de-sac, even one with a minimally acceptable radius, does not preclude the developer from having a landscaped island within its center as long as the developer can demonstrate that the island does not impede safe turning movements for larger vehicles.</u>

<b>Functional Classification</b>	Minimum Right-of-Way (ft.)
Principal Arterial	200
Minor Arterial	120
Collector / Minor Collector	100 / 80
Local Streets	50

 Table 5 - 1: Minimum Right-of-Way Width

**Note**: The Land Use Administrator may approve, based upon sound and generally acceptable engineering practices and principles, narrower rights-of-way, provided utilities and sidewalks can be accommodated.

Table 5 - 2: Required Right-of-Way and Pavement Width

	<b>Right-of-Way In Feet</b>		<b>Pavement In Feet</b>	
Street Type	Urban	Rural	Urban	Rural
Local (> 75 lots)	50	80	24	24
Residential (Up to 75 lots)	50	70	24	24
Cul-de-sac (radius)	<u>60 62</u>	<u>60 62</u>	<u>50 52</u>	<del>50</del> <u>52</u>

**Note**: The Land Use Administrator may approve, based upon sound and generally acceptable engineering practices and principles, narrower rights-of-way, provided adequate utility utilities and sidewalks easements can be accommodated and granted to the City.

#### 5.02.03. Additional Right-of-Way

- A. Within the area of the setbacks required by this Land Development Code, additional right-of-way may be required to promote public safety and convenience or to ensure adequate access, circulation, and parking based upon a rational nexus and rough proportionality analysis.
- B. Whenever a street is programmed for improvement (in the adopted budget and the Capital Improvements Element of the Comprehensive Plan) and the need for the improvement is due to development being approved, as determined in a rational nexus and rough proportionality analysis, the owner of the proposed development must convey necessary right-of-way to the City.
- C. Where a proposed subdivision or site development abuts an existing street of inadequate right-ofway, and the need for additional right-of-way is rationally related to the development being approved, additional right-of-way shall be dedicated the owner of the development must convey additional right-of-way based upon a rational nexus and rough proportionality.
- D. All right-of-way dedications, except easements, shall be conveyed to the City by means of a warranty deed or dedication by plat, <u>at the City's discretion</u>. Easements shall be conveyed to the City in a form acceptable to the City.
- E. All right-of-way dedications are subject to acceptance by the City Council and/or the Land Use Administrator. The City Attorney shall review all right-of-way dedications and dedication of easements.
- F. The following requirements shall be adhered to regarding right-of-way for corner clip radius:
  - 1. On any corner parcel with access to at least one (1) adjacent road classified as a collector or above, additional right-of-way shall be dedicated to the City if needed to accommodate intersection radius improvements.
  - Property lines at street intersections shall be rounded with a minimum radius of twenty-five (25) feet. A greater radius shall be required at an angle of intersection of less than seventy-five (75) degrees, as determined by the Land Use Administrator based upon sound and generally accepted engineering practices and principles.
- <u>G. Right-of-way donations/dedications may be eligible for transportation impact fee credits if the donation or dedication is in accordance with City requirements.</u>

#### 5.02.04. Connectivity and Interconnectivity

- A. When nonresidential developments are proposed to front on public streets, the City shall require the use of joint driveways and/or cross-access easements in order to minimize the number and maximize the spacing of access connections <u>unless determined not feasible by the Land Use Administrator due to a unique configuration of the properties or substantial environmental constraints</u>. Whenever cross-access corridors or coordinated or joint parking designs are provided to accomplish access management, each applicant for development approval shall provide such easements or agreements as may be necessary to ensure that adjoining properties shall be appropriately connected in order to implement a unified system allowing general cross-access to and from the other properties in the affected area. Such easements or agreements shall be recorded in the Public Records of Flagler County by the developer at developer's expense and shall constitute a covenant running with the land. When a future cross-access is provided to an undeveloped adjoining property, a temporary curb shall be provided at the end of the pavement to ensure drivers do not use the cross-access until the adjoining property is developed. Nonresidential developments shall provide a second means of ingress when required by the Florida Fire Prevention Code or this Code.
- B. All new residential developments of more than fifty (50) dwelling units, or which use as access a street that is 2,500 feet or more in length <u>from another roadway</u>, shall provide a minimum of two (2) vehicular entrances from a public right-of-way, with at least one (1) of the vehicular entrances

connecting to a public collector or arterial road, but both directly connecting to a public road. A deviation to the requirement that at least one (1) of the vehicular entrances connect to a public <del>connector</del> <u>collector</u> or arterial road may be granted by the Land Use Administrator if it is determined by a traffic study administered by a licensed engineer that the additional traffic will not exceed the capacity of surrounding local streets at build-out of the surrounding area, or if the entrance connects to a private roadway meeting City standards, which then connects to a public roadway.

- C. All developments shall provide for bicycle and pedestrian interconnectivity to promote the use of bicycles and walking and as a means to reduce traffic on collector and arterial roads.
- D. All residential and nonresidential development that abuts an existing or proposed trail system shall provide pedestrian and bicycle links to the trail system <u>unless it would not be safe</u>.
- E. All new roads, except those where bicyclists are unlawful, such as controlled access highways, shall be designed and constructed for the provision of bicycle access. Bicycle safe design practices shall be followed including, but not limited to, safe drainage grates, railroad crossings, smooth pavements, and signals responsive to bicycles. In addition, the desirability of adding facilities such as bicycle lanes, bicycle routes, shoulder improvements, and wide curb lanes shall be considered.
- F. To the fullest extent practicable, all rural arterial and collector sections within one (1) mile of an urbanized area shall be given consideration considered for the construction of paved shoulders four (4) feet in width, and all urban arterial and collector sections shall be given consideration considered for either a curb lane fourteen (14) feet in width or an undesignated lane four (4) feet in width. Generally, such facilities shall not be marked to attract bicycle traffic.

#### 5.02.05. Intersections

- A. Streets shall intersect at an angle of ninety (90) degrees, unless unique circumstances justify a lesser angle of intersection as determined by the Land Use Administrator, based upon sound and generally accepted engineering practices and principles.
- B. Spacing of street intersections shall be in accordance with Table 5-3 determined based upon Florida Department of Transportation Access Management Standards and Classifications.

			T-type Intersection with a
Street Type	Collector	Arterial	Collector
Local	330	<del>660</del>	<del>330</del>
Collector	<del>660</del>	1320	N/A
Arterial	N/A	N/A	N/A

 Table 5 - 3: Intersection Spacing in Feet

#### 5.02.06. Visibility at Intersections

- A. Sight triangles and sight distance requirements shall adhere to at a minimum, Florida Department of Transportation Design Standards Section 11.03.01.L., including Table 11-3 Sight Triangle Dimensions Along Driveways and Roadways.
- B. Within that portion of a lot or parcel that lies within the <u>clear visibility sight</u> triangle, as defined in Chapter 14, nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially obstruct vision between a height of twenty-four (24) inches two (2) feet to seven (7) feet above the average grade at the centerline of the adjoining road right-of-way, provided, however, that in case of a conflict, Subsection 5.02.06.A shall prevail over this requirement.
- C. The requirements of this section shall not be deemed to prohibit any necessary retaining wall. Lowgrowing shrubs, annuals, and other lower growing vegetation may be utilized within sight triangles or other areas to ensure visibility is not reduced.

- D. Trees may be permitted in the <u>sight</u> triangle area, at the discretion of the Land Use Administrator, if the trees have a single-trunk and foliage is pruned within the heights noted in Subsection 5.02.06.B kept trimmed between two (2) feet and seven (7) feet in height.
- E. Streetlights and street name signposts may be permitted if illuminating fixtures or nameplates are not located within the prescribed clear space.

#### Section 5.03. Access

#### 5.03.01. Vehicular Access

- A. Access management, location, design, and construction of driveway connections to the City's road network shall, at a minimum, follow criteria and standard practices as established by the <u>City, based upon</u> Florida Department of Transportation's Access Management Standards and Classifications rules Design Standards and the City.
- B. All development sites shall provide permanent access from a paved street to each lot or parcel within the development in accordance with City standards.
- C. Cutting or altering a curb on a public street is prohibited without a permit issued by the City in accordance with Chapter 9.
- D. In addition to City approval, approval from Florida Department of Transportation for state roads, or Flagler County for county roads, is also required for any access onto a <u>such</u> roads.
- E. All driveways shall be designed and constructed to comply with all drainage standards as outlined in Chapter 9 and shall be constructed utilizing an approved paving material in accordance with City standards.

#### 5.03.02. Pedestrian Access

- A. All development shall provide paved sidewalks, meeting the latest ADA (Americans with Disabilities Act) and City standards, along both abutting sides of a whenever the development fronts on a collector or arterial street. An alternate design to provide a twelve (12)-foot wide paved multipurpose pathway abutting on one (1) side and a four (4)-foot wide sidewalk on the opposite side of a collector street may be proposed to the City and is subject to approval by the Land Use Administrator based upon public benefit.
- B. All proposed development fronting a local street shall provide a five (5)-foot wide paved sidewalk(s) along the entire length of side(s) abutting frontage with the local streets, except as outlined below, based on the following standards:
  - 1. Where sidewalks are present on the abutting along frontage with a local street, a five (5)-foot wide paved sidewalk shall be provided along the property line connecting the existing sidewalks from one (1) edge of the property to the opposite edge. connecting the existing sidewalk to the principal building(s). Where development has frontage on more than one local street, five (5)-foot wide paved sidewalks shall connect the principal building(s) to each local street.
  - 2. Where no sidewalks are present, a sidewalk shall be provided. The City shall determine the location and size of the sidewalk based on the characteristics of the right-of-way.
  - 3. If the construction of a sidewalk is not <u>currently</u> feasible or practical <del>at the time</del>, the Land Use Administrator may allow the developer to make a payment into the Palm Coast Sidewalk Improvement Trust Fund in lieu of sidewalk construction.
- C. All new residential and nonresidential development that abuts <u>adjacent to</u> a proposed <u>multi-use</u> <u>path</u>, <u>or planned trail system</u> <u>consistent with the Bicycle/Pedestrian Master Plan</u>, shall provide an eight (8)-foot to ten (10)-foot wide trail pathway (hard or soft surface per City standards) within a ten (10)-foot wide the right-of-way or in an easement to provide for the extension of the trail system based upon a rational nexus and rough proportionality analysis.

- D. Where development abuts fronts on a collector or arterial road, a five (5)-foot paved sidewalk shall be provided to connect the public sidewalk to the principal building(s) with the sidewalk being placed abutting along the collector or arterial road. Where development fronts on more than one collector or arterial roadway, sidewalks shall connect the principal building(s) to each collector/arterial roadway. Five (5)-foot paved sidewalks shall also be provided to connect to adjacent properties.
- E. All new nonresidential and multifamily residential development shall provide safe <u>and convenient</u> pedestrian access and connectivity throughout the site.

### **5.03.03.** Surfacing (*Blue high-lights are 9-25-18 changes.*)

Access to any project or development shall require a hard surface driveway apron meeting City engineering standards connecting the driveway to the pavement of a public street.

### 5.03.04. Single-family, Duplex and Townhouse Driveway and Garage Standards (*Previously these were* in Item Section 5.04.02.C.5. but have been moved here and modified.)

A. Parking spaces and garages for single-family, duplex and townhouse units shall be provided as follows with garages not counting towards minimum required parking spaces:

- Single-family homes with less than 1,200 square feet in living area shall have at least a one-car attached garage and a permanent surface for a second two exterior parking spaces. Singlefamily homes with at least 1,200 square feet in living area shall have at least a two-car attached garage unless an exception is specifically permitted by another provision of this Code.
- 2. Duplexes with less than 1,300 square feet in living area per unit shall have at least a one-car attached garage and a permanent surface for a second for two exterior parking spaces per dwelling unit. These spaces may be provided by having a driveway at least ten feet in width that extends a minimum of forty feet from the garage before connecting to the edge of the roadway pavement. Duplexes with 1,300 or greater square feet in living area per unit shall have at least a two-car attached garage per dwelling unit unless an exception is specifically permitted by another provision of this Code.
- 3. A townhouse with less than 1,500 square feet in living area shall have at least a one-car garage and a permanent surface for two exterior parking spaces. A two-car garage is required for a townhouse with 1,500 or greater square feet in living area.
- 4. <u>Off-street parking is prohibited adjacent to either side of the dwelling, except when such parking space provides access to a garage.</u>
- B. Driveways for single-family, duplex and townhouse units shall be provided as follows:
  - 1. Driveways shall be completely paved. However, on one-acre or larger lots, where the garage is located at least one hundred (100) feet from the right-of-way, the pavement area may be limited as follows: Only the twenty (20) feet closest to the garage, the driveway apron area within the right-of-way, and other portions of the driveway that are visible from the right-of-way and within one hundred (100) feet of the right-of-way, are required to be paved. The unpaved driveway area shall be of a stabilized material that will support emergency vehicles and meet City standards, such as graded and compacted asphalt milling or similar material. Pervious and permeable pavers and pavement which meet City standards are allowed and are acceptable Green Building materials.
  - 2. Garages must have a driveway extending for a minimum of twenty (20) feet in front of each garage door. The driveway shall be at least the width of the garage door(s), with a minimum width of ten (10) feet, to allow for safe access. For the twenty feet of the driveway that is closest to the garage, driveways for one and two-car garages shall have a minimum width of sixteen feet, and driveways for three-car or larger garages shall have a minimum width of twenty-four feet.

- 3. <u>Residential driveways entering the public right-of-way shall be a minimum of ten feet wide at the right-of-way line and sixteen (16) feet wide at the roadway edge. On corner lots, driveways shall not enter the right-of-way within twenty-five (25) feet of where the two rights-of-way lines would intersect if extended.</u>
- 4. Driveways shall either lead to a garage (standard driveway), or a circular driveway may be constructed. Except for corner lots, one approach of a circular driveway shall double as the standard driveway.
- 5. <u>A standard driveway may also have a flare where the driveway widens to provide for an additional lane for vehicle parking. Additionally, standard driveways may have a turnaround so residents may avoid backing out onto the street. Turnarounds shall be located solely on the homeowner's property, except for radii, and not within rights-of-way. In side yards, flares and turnarounds shall not encroach into side yard easements and shall not be located within five (5) feet of side property lines.</u>
- 6. Maximum driveway widths internal to the lot shall be eighteen (18) feet for circular driveways and turnarounds; and for standard driveways, including any flares, the internal widths shall be limited to twenty (20) feet for a one-car garage, thirty-six (36) feet for a two-car garage, forty-two (42) feet for a three-car garage, and forty-eight (48) feet for a four-car garage. For circular driveways that merge with standard driveways, only the standard driveway area may exceed the maximum width of eighteen (18) feet.
- When unique circumstances exist, an applicant may propose an alternative driveway layout. The Land Use Administrator will only grant this exception if: a) the <u>The lot area in front of</u> the home's building façade out to the front property line must shall will have a minimum of 25% landscaped planting area. and b) the new layout provides an attractive view from neighboring properties and adjacent right-of-ways.
- 8. Driveways, driveway aprons and culverts beneath driveways shall conform to City design and permitting standards.
- 9. Owners proposing to utilize pavers as pavement on the portion of the driveway in the City right-of-way shall execute a Right-of-Way Utilization Agreement prior to City final approval.

### Section 5.04. Parking

### 5.04.01. Plan Requirement

Off-street parking, <del>or</del> loading space, <u>and drive-through facility</u> plans shall be submitted and approved during the site plan review process as outlined in Chapter 2.

### 5.04.02. Off-Street Vehicle Parking

Off-street parking and loading facilities shall be provided for any new use established, for any addition or enlargement of an existing use, or any change of occupancy or manner of operation that would result in additional parking. See Chapter 1 for nonconforming uses and the remodeling threshold. Additional parking may be required only for such addition, enlargement, or change, and not for the entire building or use, unless it is determined, that the conformity with the required parking is such that, based on the historical function of the use or similar such uses, there is <u>a</u> need for additional parking. The Land Use Administrator shall evaluate the applicability for requiring additional parking spaces resulting from the addition, remodeling, or expansion of a use.

### A. Off-Street Parking Spaces Required

1. Minimum Number Required. The required number of off-street motor vehicle spaces and any special requirements that may apply is <u>are provided for</u> in Table 5-3 5-4. When the number of off-street spaces required by this Code results in a fractional space, the number shall be rounded

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up to next the nearest whole number. Where parking is based on seating on benches or pews, each twenty-four (24) lineal inches of the bench/pew shall be considered one (1) seat.

### Table 5 – 4 <u>3</u>: Parking Ratios

NOTE: Unless otherwise noted, all square footages (s.f.) are based on the gross floor area of the unit or building.

Type of use	Minimum Number of Spaces
Adult entertainment	1 space per 100 s.f.
Assembly places (houses of worship/religious institutions, funeral homes, schools, movie theaters, auditoriums, arenas, stadiums, civic centers, and facilities with an auditorium, sanctuary, or gathering place, whether fixed seats or open area)	1 space per 4 seats
Banks and credit unions	1 space per 200 s.f.
Barber shops and beauty salons	1 space per 250 s.f.
Bowling alley	3 spaces per lane
Call centers and contact centers	1 space per 115 sq. ft.
Civic clubs and lodges (including fraternities, sororities, and other civic membership organizations)	1 space per 4 <u>3</u> seats plus 2 spaces per 100 s.f. of area devoted to public assembly without seats
Colleges, universities and business/technical	1 space per 3 on-site school population (students, faculty and
schools	staff but excluding online students)
Convenience store (with or without fueling stations)	1 space per 200 s.f. + 1 space per 2 seats for food patrons
Day care, child care, private schools (k-12)	2 spaces per employee on the largest shift. For private high schools, add 1 space per 2 students in 11 <sup>th</sup> and 12 <sup>th</sup> grade
Drive-through establishments	1 space per 60 s.f.
Eating, drinking, or entertainment establishments (without drive-through facilities)	1 space per 4 seats plus 2 spaces per 100 s.f. of area devoted to public assembly without seats
Electronic Game Promotion Establishment	1 space per 4 terminals
Fitness center/health club/dance studio	1 space per <del>200</del> <u>125</u> s.f.
Furniture/mattress store	<u>1 per 700 s.f.</u>
Gasoline service stations/vehicle service and repair facilities	1 space per 350 250 s.f. of area devoted to sales or customer lounges, plus sufficient area to accommodate vehicles at pumps without interfering with other parking, plus 3 spaces per service bay
Golf course	4 spaces per hole; plus 1 space per 250 s.f. of clubhouse
Golf driving range/putting greens	<u>1 space per 2 driving tees/putting greens + parking for any</u> <u>structures</u>
Golf, miniature	1.25 spaces per hole + parking for any structures
Grocery/supermarket <sup>1</sup>	<u>1 space per 200 s.f.</u>

Type of use	Minimum Number of Spaces
Group lodging, including nursing homes, rest	1 space per 2 beds or 0.75 space per unit
homes, convalescent homes, assisted care	
facilities, and other similar facilities	
Home Improvement/Building Materials and	3.5 spaces per 1,000 s.f.
Garden Centers Large-Scale Retail Centers <sup>1</sup>	
Hospitals and other medical facilities providing	1.52 spaces per bed
overnight accommodations	
Hotels, motels, and other similar lodging and	1.25 <u>1.15</u> spaces per sleeping room
accommodations establishments, without	
restaurants or lounges <u>open to the public</u>	
Hotels, motels, apartment hotels, and other similar	$\frac{1.25}{1.15}$ spaces per sleeping room, plus parking
lodging and accommodations establishments, with	required <u>at 50% of normal rates</u> for the eating, <u>any restaurant or</u>
restaurants or lounges open to the public	drinking <del>, or entertainment</del> establishment
Independent living units (associated with a	1.25 spaces per unit
continuing care retirement community)	
Industrial, manufacturing and production uses	1 space per <del>600</del> <u>750</u> s.f.
Marinas	1 space per 3 boat berths (wet slip or dry storage), plus 1 space
	per employee on the largest shift
Medical or dental offices, medical or dental	1 space per <del>300</del> <u>250</u> s.f.
laboratory, and medical clinics, and veterinary	
clinics	
Mini-warehouse or self-storage facilities including	1 <u>2</u> spaces per <del>300 s.f. of office space</del> <u>100 storage units and a</u>
boat and recreational vehicle storage	minimum of 4 vehicle/boat storage spaces with a minimum of 4
	spaces
Multi-family dwellings	1 space per efficiency unit
	1.5 spaces per 1 bedroom
	2 spaces per 2 bedrooms and over
	Plus 1 space per 4 units for guest parking
Offices (general, professional, or government)	1 space per <del>300</del> <u>250</u> s.f.
Plant nursery	1 space per 250 s.f. of building area + 1 space per 2,000 s.f. of
	display areas open to the public
Restaurants (with or without a drive-through),	1 space per 50 s.f. of areas open to the public $+ 1$ space per 75 s.f.
drinking establishments	of outdoor eating/drinking areas
Shopping centers, including retail sales and	1 space per 250 s.f.
business activities not otherwise specified discount	
superstores, and multi-tenant retail centers <sup>1</sup>	
Retail including pharmacies and business services	<u>1 space per 250 s.f.</u>
Single-family dwelling, duplex, <u>two-family</u> and townhouse units	2 spaces per unit
Tennis, bocce ball, pickle ball, shuffleboard and racquetball facilities	1.5 spaces per court
Vehicle sales and boat sales/dealership	1 per 3,000 s.f. of open or enclosed sales area
All other nonresidential uses Warehouse	1 space per <del>300</del> <u>1,200 s.f.</u>

Type of use		Minimum Number of Spaces
City Parks and Recreation	General	3 spaces per acre, plus required parking for other uses on the
Facilities (25% is permitted		site, see below
to be on grass with a paved	Concession	1 space per concessionaire or employee
driveway to the grass parking	Building	
area)	Equipped	10 spaces per site
	Playground	
	Picnic Area	1 space per table
	Jogging/Fitness	2 spaces per trail head
	<del>Trail</del>	
	Basketball	5 spaces per court
	Court	
	Ball fields	10 spaces per field, plus 1 space per 5 seats where benches are
		used (every 2.5 feet equals 1 seat)

- Uses Not Listed. The required number of spaces for any use not specifically mentioned shall be the same as the use most similar to the proposed use, as determined by the Land Use Administrator based on data provided by the Institute of Transportation Engineers in Parking Generation or similar studies.
- 3. Multiple Uses. Except for a multi-tenant retail center or shopping center, Wwhere a combination of uses is proposed for development, exclusive of a multi-tenant retail center or shopping center, parking shall be provided for each of the uses as prescribed by Table 5-3 5-4, unless a shared parking agreement acceptable to the City is reached by the property owner(s) (see Subsection 5.04.08).
- 4. Maximum Parking Permitted. For all land uses, except for single-family and two-family residences, the maximum permitted number of parking spaces shall not exceed 1.1 1.2 times the minimum parking required by this section unless the Land Use Administrator finds that exceeding the maximum is justified based upon sound and generally accepted land use planning practices and principles as demonstrated within a Parking Flexibility Study at the time of the site plan review process.
- 5. Screening. Visual sScreening is required for off-street parking spaces in accordance with <u>Section 11.03.04.A</u> the Chapter 11.
- 6. Internal Parking Lot Landscaping. For parking lot <u>islands and their related</u> landscaping requirements see Section 11.03.04.B. Chapter 11.

### **B.** Flexibility

1. The Land Use Administrator may authorize an adjustment in the total parking requirements where it is demonstrated that the application of the parking ratios is inappropriate to <u>for</u> a proposed use due to the mix of existing or proposed uses on the property with consideration being afforded toward calculating net floor area when demonstrated. A request for adjustment may require the submission of a site plan, traffic <u>and parking</u> study, and floor plan, which address the rationale for reducing or increasing parking requirements. Considerations and approval shall be contingent upon the continued operation of like or similar uses as identified under the approved plan. A change in the use category of parking shall require separate consideration. Pervious surface materials shall <u>may</u> be utilized when increasing parking requirements, where feasible, and may include pervious pavement, brick pavers, or other permanent pervious materials supported by green building principles. Stabilized grass parking

with paved parking aisles may be considered, where feasible, for periodic overflow parking. Reducing parking requirements shall may require additional pervious areas and adequate stormwater capacity to accommodate potential future parking spaces per Code.

- 2. The Land Use Administrator may approve de minimis variations of parking lot or design standards if the Land Use Administrator finds it is determined that a substantial public benefit would be attained. The de minimis variance may include reducing the required number of parking spaces; the use of alternative surface materials; or varying from design standards when specimen or historic trees can be saved, utility conflicts can be avoided, or where architectural aesthetics can be improved.
- 3. Large-scale commercial and home improvement centers providing more parking spaces than the required minimum shall be constructed of a pervious surface up to the maximum spaces as set forth in this chapter. Pervious surface materials may include pervious pavement, brick pavers, stabilized grass parking, or any other permanent pervious materials supported by Green Building principles. Up to thirty-three (33) percent of required parking for not-for-profit and non-profit groups and civic clubs that only use the parking periodically (one day or less per week except for occasional special events), may be provided as stabilized grass parking, with approval of the Land Use Administrator, where those spaces are served by paved parking aisles and are generally located further from the use being served than the paved spaces. Landscaped islands are required with stabilized grass parking (see Section 11.03.04.B.3.b). Stabilized grass parking spaces shall be appropriately graded and computed as impervious areas for water management purposes, and stabilized grass parking spaces that are utilized more often than periodically as defined above shall be paved <u>as if required-determined</u> by the Land Use Administrator based on amount of use.
- 4. All of the overflow parking (parking that exceeds the minimum number of required spaces) for not-for-profit and non-profit groups and civic clubs that only use the parking on an occasional basis may be provided as stabilized grass parking and stabilized grass drive aisles, with approval of the Land Use Administrator, where those spaces are generally located further from the use being served than the required parking. Landscaped islands are required with stabilized grass parking spaces (see Section 11.03.04.B.3.b). Stabilized grass parking spaces and stabilized grass drive aisles shall be appropriately graded and computed as impervious areas for water management purposes.

### C. Location

- 1. Each off-street parking space shall be located on the site it services, unless provided otherwise in this Code.
- 2. Nonresidential off-street parking spaces and driveways access ways shall not be located closer than eight feet from any side property line, unless both adjoining properties are part of a master plan, share an access way, or similar circumstances exist. AThe minimum queuing distance of 50 feet is required between from the property line along a rights-of-way to the first parking space or parking aisle is: a) 20 feet along a local public roadway; b) 35 feet along a collector roadway; or c) 50 feet along an arterial roadway; unless the applicant demonstrates, Land Use Administrator concludes based on a traffic study, that a reduced queuing distance will not pose a hazard or interfere with pedestrian and vehicle traffic operations. However, traffic from a proposed development shall must not be allowed to stack onto a public right-of-way during under typical peak hour operating conditions.
- 3. All required parking stalls shall have direct and unobstructed access from a parking aisle.
- 4. No parking stall shall directly abut a driveway unless approved by the Land Use Administrator.
- 5. Parking spaces for single-family, duplex, and townhouse units shall be provided as follows: (*The items in 5.04.02.C.5. were relocated to Section 5.03.04 and modified.*)

- a. Single-family and duplex residences with less than 1,200 square feet in living area shall have at least a one-car garage and a permanent surface for a second parking space. A two-car garage is required for single-family or duplex residences with 1,200 or greater square feet in living area.
- b. A townhouse less than 1,500 square feet in living area shall have at least a one-car garage. The required additional off-street parking space shall be in compliance with Subsection 5.04.02.C.5.d. A two-car garage is required for a townhouse with 1,500 or greater square feet in living area.
- c. The use of pavers; and permanent pervious pavement, which is an acceptable green building material, is allowed.
- d. Attached and detached garages must have a driveway extending for a minimum of 20 feet from the garage door to the property line or common sidewalk. The width of the driveway shall be the same as the garage to allow for safe access.
- e. Off-street parking is prohibited adjacent to either side of the dwelling, except when it provides access to a garage.
- f. Residential driveways entering the City of Palm Coast public right-of-way shall be a minimum of ten feet wide at the right-of-way line and 16 feet wide at the roadway edge.

### **D.** Off-Street Circulation

- 1. Internal circulation patterns, and the location and traffic direction of all access drives ways and <u>parking aisles</u>, shall be designed and maintained in accordance with accepted principles of traffic engineering and traffic safety, and clearly marked as required by the City.
- 2. Vehicular circulation shall be completely contained within the property and vehicles located within a portion of the development must have access to all other portions without using the adjacent street system.

### E. Parking Facility Design

- 1. All parking facilities shall be graded and provided with permanent storm drainage facilities meeting the construction specifications set by the City. Surfacing, curbing, and drainage improvements shall be sufficient to preclude the free flow of water onto adjacent properties or public streets or alleys, and to provide adequate drainage.
- 2. Off-street parking, loading areas, and pedestrian and bicyclist circulation facilities shall be designed to be safe and convenient.
- 3. Any off-street parking facility shall have either driveway approaches access ways of sufficient width to allow for two-way traffic, or one-way driveways access ways that are connected to parking aisles, parking areas, or maneuvering areas in such a manner as to permit traffic to simultaneously enter and leave the property. An access way driveway that is only wide enough for one-way traffic shall be signed have signage designating it for one-way operation.
- 4. Single-lane driveways one-way access ways shall be a minimum of 16 14 feet wide. Two-lane way driveways access ways shall be a minimum of 24 feet wide, unless exclusive of any median is provided. Required driveway access way widths may be increased according to by the City based on vehicle types and numbers of vehicles expected to use the facility, or if the number of parking stalls connected to the number of trips generated Fire Prevention Code justifies such increase based upon traffic engineering and safety considerations.
- 5. Parking spaces and parking aisles shall be designed in accordance with Table 5-54.
- 6. Parking spaces perpendicular to sidewalks and/or walkways shall have wheel stops installed two feet from the abutting sidewalk/walkway to prevent vehicle encroachment. Applicants are encouraged to reduce paved areas by reducing the perpendicular depth of standard parking

spaces to 18 feet of pavement with two feet of overhand overhang area, subject to the following conditions:

- a. Continuous curbing shall be used at the overhang.
- b. The overhang will not interfere with the healthy growth of adjacent landscaping material.
- c. The <u>Any</u> abutting sidewalk is raised a minimum of six inches and is a minimum of seven feet wide. <u>A sidewalk located at least two feet from the front of curb does not need to meet these standards.</u>

Table 5 – 5 4: Parking Space and Parking Aisle Requirements

Parking Angle (degrees)	Standard Stall Width (feet)	Stall Depth Perpendicular to Aisle (feet)	Curb Length Parallel to Aisle (feet)	<u>Parking</u> Aisle Width One-Way Traffic (feet)	<u>Parking</u> Aisle Width Two-Way Traffic (feet)
0 (parallel)	10	10	23	12	24
45	9	21.2	12.7	14	<del>20*</del> <u>24</u>
60	9	22.3	10.4	18	<u>20* 24</u>
90	9	20	9	24	24

\* Subject to appropriate parking angle application Note: Parking spaces are measured from the center-line of painted stripe to edge of curb or center-line of painted stripe.

7. Reserved.

8. 7. Parking stalls shall be delineated with a white pavement striping that is six inches wide.

- 9.8. Off-street parking accessed from the rear of a lot shall only be permitted in the neo\_traditional development option. On-street parking in the neo\_traditional development option is permissible on local residential streets, refer to Chapter 4.
- 10.9. For any nonresidential or multi-family use providing 50 or more spaces, a maximum of three for every 50 required spaces may be reduced in size and designed to accommodate parking for motorcycles. When provided, motorcycle parking shall be clearly identified by a sign, be at least 4.5 feet wide, surfaced with concrete, and have pavement striping. Motorcycle spaces may count towards required vehicular parking spaces.
- 11.10. All permanent off-street parking and loading and/or unloading areas, except for overflow areas as permitted under Sections 5.04.02.B.3 and 5.04.02.B.4, shall be surfaced with brick, pavers, asphalt, bituminous concrete, or concrete, and all materials shall meet City design standards and maintained in a smooth, well-graded condition.

### F. Maintenance

- 1. All required parking facilities shall be <u>properly</u> maintained in perpetuity by the property owner or appropriate property owners association. Such facilities shall be used exclusively for the temporary parking of motor vehicles.
- 2. Parking facilities shall not be used for the sale, display, or storage of merchandise, for the storage or repair of vehicles or equipment, or activities other than providing public and employee parking, <u>unless another activity was approved on the site plan</u>.
- 3. All parking and loading facilities shall be properly maintained to ensure the desirability and usefulness of the facility, including maintenance of finished and stabilized surfaces, parking stripes and required signage. Parking stripes that are faded shall be repainted, and faded or missing required signage shall be replaced. Such facilities shall be maintained free of pot holes,

refuse, debris, or other accumulated matter and shall at all times be available for the off-street parking or loading use consistent with applicable development approvals.

4. Landscaping materials located within sight triangles shall be properly trimmed and maintained.

### 5.04.03. Bicycle Parking

- A. All developments (except for single-family and duplex platted lots) requiring off-street parking shall provide parking for bicycles in accordance with the following standards:
  - 1. Multifamily development shall provide <u>bicycle parking spaces to</u> the equivalent of ten percent of the required vehicular parking spaces.
  - 2. Nonresidential developments shall provide bicycle rack spaces as follows:

Required Number of Automobile Parking Spaces	Minimum Number of Required Bicycle Rack Spaces
1-40	2
41-60	3
61-80	4
81-100	5
Over 100	5 plus 1 for each 20 automobile parking spaces over100, provided that
	the maximum number of required bicycle spaces shall not exceed 20

### Table 5 – 6 5: Bicycle Rack Ratios for Nonresidential Developments

- B. Bicycle rack facilities shall meet the following standards:
  - 1. Shall be designed to allow each bicycle to be secured against theft.
  - 2. Shall be installed in a permanent manner to resist removal.
  - 3. Shall be installed to resist damage by rust, corrosion, or vandalism.
  - 4. Shall accommodate a range of bicycle shapes and sizes and allow easy locking without interfering with adjacent bicycles.
  - 5. Shall not interfere with pedestrian or vehicular movement.
  - 6. <u>Shall be located within 200 feet of the building entrance(s) they are intended to serve.</u>

### 5.04.04. Parking Lot Lighting

The lighting design for new and redevelopment sites shall meet the lighting requirements set forth in Chapter 9.

### 5.04.05. Standards for Handicap Americans with Disabilities Act Requirements for Access and Parking

Handicap <u>Accessible</u> parking shall comply with Florida Department of Transportation Design Standards and Chapter 17 of the Florida Americans with Disabilities Act Architectural Barrier Removal and Compliance Manual, 2005 Edition, as amended. The total number of parking spaces required in this chapter includes the minimum number of handicap accessible parking spaces required.

### 5.04.06. Taxicab Temporary Parking

The Land Use Administrator may require new nonresidential uses to provide a minimum of one and a maximum of two parking spaces for temporary taxicab pick\_up and drop\_off based on the size and use of the development. The temporary taxicab parking space(s) shall be located near the primary building entrance. Taxicab temporary parking shall count towards the total required parking spaces.

### 5.04.07. Off-Street Loading or Unloading Space Requirements

- A. At the time of construction of any of the following categories of buildings listed in Table 5-6, or at the time of structural alteration for an increase in their size or capacity, off-street loading and/or unloading spaces with adequate means of ingress and egress from a public street or access way shall be provided without interfering with the public use of streets, off-street parking spaces, or taxi stands. Off-street parking spaces and taxi stands shall not be used to meet off-street loading requirements.
- B. The dimensions, design, and location of all off-street loading spaces shall meet the requirements as outlined in this Code.
- C. Loading spaces shall not block streets, alleys, driveways, or sidewalks. Loading spaces shall not impair the movement of vehicles or pedestrians on streets, alleys, or sidewalks. Loading areas shall not use a public right-of-way or adjacent property as part of a maneuvering area, or use a public right-of-way or adjacent property as part of a temporary or permanent parking area for loading or unloading.
- D. The minimum number of off-street loading and/or unloading spaces and the design shall meet the needs of the proposed use and reasonably expected future uses, and, but shall have the minimum dimensional requirements as displayed in the following tables:

USE CATEGORY	FLOOR AREA IN SQUARE FEET	NUMBER OF SPACES REQUIRED
Retail Sales and Service, Restaurants, or	<del>1,000</del> <u>5,000</u> - 20,000	1
Similar Uses	<del>20-001 - 40,000</del> <u>20,001 - 50,000</u>	2
	Each additional <del>20,000</del> <u>25,000</u> square feet or <u>major</u> fraction <u>thereof</u>	1
Offices, Hotels, Hospitals, Nursing	30,000 - 100,000	1
Homes, Adult Congregate Living Facilities, <u>Multi-Family Project</u> or Similar Uses	Each additional 100,000 square feet or <u>major</u> fraction <u>thereof</u>	1
Arenas, Auditoriums, Stadiums,	10,000 - 50,000	1
Convention	50,001 - 100,000	2
Centers, Exhibition Halls, Museums, or Similar Uses	Over 100,000	4
Any Industrial Use and any Wholesale,	<del>15,000 40,000 <u>5,000</u> - 25,000</del>	1
Retail, and Nonresidential Storage	4 <del>0,001-100,000</del> <u>25,001 - 55,000</u>	2
Facility (Not Required for a Self-Storage	<del>100,000 - 150,000</del> <u>55,001 - 85,000</u>	3
Facility)	Each additional <del>80,000</del> <u>30,000</u> square feet or <u>major</u> fractions <u>thereof</u>	1

### Table 5 – 7 6: Loading or Unloading Space Requirements

E. Every loading space shall demonstrate adequate turning radius and movement based upon the requirements of the delivery truck and meet the following minimum dimensions:

Table 5 – $\mathbf{a}$ <u>1</u> : Loading Space Dimensional Requirements			
Length or Depth of Space 35 30 feet*			
Width	12 feet		
Height or Vertical Clearance	14 feet		

Table 5 – <del>8</del> <u>7</u> :	Loading Space	<b>Dimensional Requirements</b>
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\* For tractor-trailer trucks, <u>a</u> 55-foot length is required. <u>Retail and industrial buildings</u> with 50,000 square feet of retail area or more shall have at least one loading space for tractor-trailer trucks, and buildings with 100,000 square feet of retail area or more shall have at least two loading spaces for tractor-trailer trucks, unless the applicant demonstrates a standard size loading space will suffice for one or both spaces based on the nature of the use(s).

- F. Loading spaces for tractor-trailer trucks shall not be located within 100 feet of any residential use or zoning district boundary. Loading<sub>3</sub> and these spaces shall be located to the rear of the principal structure and screened from view of the public right-of-way or access easement.
- G. Uses Not Listed. The required number of loading spaces for any use not specifically mentioned above shall be the same as the use most similar to the proposed use, or be guided by requirements for such use in other jurisdictions, or by data provided by the Institute of Transportation Engineers, or other similar studies.
- H. An adjustment in the loading requirements may be approved where it is demonstrated that the application of the loading ratios is inappropriate for a proposed use due to specific site or use conditions. The applicant must submit a site plan and operational analysis which address the rationale for reducing or increasing loading requirements. Approval shall be contingent upon the continued operation of like or similar uses as identified under the approved site plan. If there is a change in the use category of loading, a new application must be submitted.

#### 5.04.08. Shared Parking and Joint Use of Facilities

- A. The Land Use Administrator may permit the required off-street parking spaces for a use to be shared as required parking spaces for another use upon finding that:
  - 1. The shared parking spaces are in close proximity and readily accessible to the uses served thereby;
  - 2. The uses served thereby have different peak periods or the required parking is are excessive for one use; and
  - 3. The design of the parking area in terms of traffic circulation, vehicular and pedestrian access, stormwater management, landscaping, open space preservation, and public safety meets the requirements of this Code.
- B. <u>A s</u>Shared parking usage <u>percentages analysis</u> shall be <u>employed used</u> for calculating parking requirements for multiple uses, see Table 5-9.
- C. <u>Handicap</u> <u>Accessible</u> spaces shall be based on the single use parking requirement. The shared parking methodology shall only reduce the general parking requirement.
- D. Upon a finding by the Land Use Administrator that shared parking is appropriate, the Land Use Administrator shall issue a development order or approve an agreement for shared parking, which shall be recorded in the public records, and shall be enforceable by the City.

#### 5.04.09. Fleet Storage

#### A. General Requirements

The In all zoning districts except industrial zoning districts or industrial type uses in the PSP Zoning District, the following requirements apply to the storage of five or more operable and inoperable motor vehicles which are owned (includes ownership under another corporate entity for which vehicles serve the business establishment located at the site) or leased by a business establishment located on the site on which the motor vehicles are located, excluding lawful and permitted businesses that inherently require the display of motor vehicles, trailers, heavy commercial vehicles, and construction equipment (i.e. automobile dealerships, tractor dealerships, etc.).

- 1. Areas specifically designated for fleet vehicles shall be screened from public view <u>using a Tall</u> <u>Screen Planting described in Table 11-4</u> <u>Screening shall comply with the landscaping and</u> <u>buffer requirements</u> in this Code.
- 2. Fleet vehicle parking spaces and areas shall not be used to satisfy the required off-street parking for <u>its land</u> use as required in this Code.
- 3. It is prohibited and unlawful to park an inoperable motor vehicle for any part of a 24-hour period unless the motor vehicle is enclosed within a building or located within an opaque enclosure that is no less than six feet in height.
- 4. Fleet vehicles shall be clearly marked with the business' name or logo.

5. <u>4.</u> Fleet vehicles shall be used solely for the purpose of conducting activity associated with the business establishment (licensed by applicable federal, state, and local agencies) at the location where the motor vehicles are parked.

6.5. A business with fleet vehicles desiring to locate into an existing building in an appropriately zoned district shall establish a designated area for the fleet vehicles in compliance with this section if such area is not already established. A site plan shall be submitted to the Land Use Administrator to determine compliance.

### **B.** Exemptions

This section does not apply to commercial motor vehicles parked during active loading and unloading for any part of a 24-hour period within areas designated as loading spaces on an approved site plan or vehicles that are to automobiles or sport utility vehicles.

### 5.04.10. Boat and Recreational Vehicle Commercial Storage Facilities

Where boats or recreational vehicles are commercially stored outside, they shall only be stored on pavement located behind buildings or preserved wooded areas so they are generally hidden from the public rights-of-way, unless specifically permitted by Code.

## 5.04.11. Drive-Through Facilities (*This Section is being relocated from Chapter 4. Updates have also been made.*)

### 5.04.11.01. Location

- A. A site that contains drive-through facilities shall be located on a collector or arterial road.
- B. Drive-through facilities for an automated teller machine (ATM) shall only be located on sites with a financial institution; or, if within a multi-tenant retail center or shopping center, where the applicant demonstrates that the facilities will not interfere with the safe movement of traffic.

### 5.04.11.2. Stacking Lanes and Spaces

- A. <u>All facilities providing drive-through service shall provide stacking lanes in compliance with the standards of this section. A stacking space shall be a minimum of ten feet in width, and 20 feet in length, measured starting ten feet behind the pickup window.</u>
  - 1. Drive-through lanes must be clearly distinguished from parking aisles by acceptable pavement markings or pavement color.
  - 2. <u>On-site stacking spaces must accommodate stacking demand under the typical A.M, mid-day,</u> and P.M <u>Ppeak-Hhour conditions of adjacent roadways.</u>
  - 3. <u>A twelve feet wide paved bypass lane (11 feet if the stacking lane is increased to a width of 11 feet) shall be provided for drive-through facilities, unless the City determines it the bypass lane is unnecessary due to unique site conditions.</u>

- B. <u>Restaurants with drive-through facilities shall provide a minimum of nine stacking spaces. The bypass lane for restaurants shall serve customers at least until they have traveled past the point where their orders have been are taken.</u>
- C. <u>Banks</u>, financial institutions, dry cleaners, and pharmacies shall provide a total minimum of four stacking spaces per lane; except for automated teller machines, which shall have three spaces per lane.
- D. <u>An automated car wash, and a manned or unmanned gatehouse or entry control structure, shall</u> provide a minimum of three stacking spaces per service lane.
- E. <u>A six feet high solid decorative wall shall be provided along all property lines abutting lots or parcels zoned or used for residential purposes in order to block lights and noise from vehicles in the stacking lanes or drive-through facility.</u>
- F. Stacking lanes shall not be located within a designated delivery area or loading zone.
- G. <u>Within the OFC-1 District, drive-through facilities may have only a single lane with a single service</u> window, unless the second lane is serviced by the same single window, or by an automated device (e.g., ATM).
- H. Uses Not Listed. The required number of stacking spaces for any use not specifically mentioned shall be the same as the use most similar to the proposed use, or be guided by requirements for such use in other jurisdictions, or data provided by the Institute of Transportation Engineers in Parking Generation, or other similar studies.
- I. The Land Use Administrator may determine an increase or reduction in the stacking requirements is required where it is demonstrated that the application of the stacking number is inappropriate for a proposed use due to the property configuration, the specific nature of the use, or traffic flow patterns.
  - 1. <u>To request a modification, an applicant must submit a site plan and traffic study which address</u> the rationale for reducing the stacking requirements.
  - 2. Approval shall be contingent upon the continued operation of like or similar uses as identified under the approved site plan.
  - 3. <u>A change in the use category shall require a new application for modification.</u>

### SECTION 4. 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 to read as follows:

Section 14.02. Glossary (All related definitions have been included on this initial draft. Those not being modified will be removed later.)

Access: The street system providing access to a parking facility, sometimes involving several streets, particularly if one-way.

Access way: The place, means, or way by which pedestrians and/or vehicles shall have safe, adequate, and usable ingress and egress to a property, use, or parking space.

*Aisle, driving drive:* The traveled path through a parking facility between one or two rows of parked vehicles. *Bypass lane:* See *Lane, bypass.* 

*Clear visibility triangle:* A triangle at the intersection of two public rights-of-way, defined by the intersection of the rights-of-way lines extended, and a line joining points on those lines 25 feet from said intersection.

*Collector road:* A route providing service that is of relatively moderate average traffic volume, moderately average trip length, and moderately average operating speed. Such a route also collects and distributes traffic between local roads or arterial roads and serves as a linkage between land access and mobility needs.

<u>Continuing care retirement community</u>: An integrated residential development designed to let senior adults age in place by providing independent living units, and including either an assisted living facility where assistance on with personal care is provided, or a nursing home providing long-term skilled nursing.

*Convenience store with fueling stations:* A retail store selling convenience goods that may include prepared foods with seating for on-site consumption, and having pumps for the fueling of automobiles and pickups.

Discount superstore: A very large retail store greater than 100,000 square feet in size that is usually part of a chain, offering a wide variety of merchandise for sale at prices typically below the market price.

*Driveway:* A private roadway providing access for vehicles to a parking space, garage, dwelling, or other structure. <u>A standard driveway is one leading to a garage for a single-family, two family, or town house residence.</u>

*Duplex:* See Dwelling-Two-family <u>A detached building intended</u>, designed and occupied as two dwelling units with a common wall or roof on a single lot.

*Dwelling or dwelling unit: (2) Two-family:* A detached building occupied by or intended, designed and occupied as two dwelling units with a common wall or roof, and with each unit located on a separate lot under separate ownership. for occupancy by two families only with separate cooking and housekeeping facilities for each.

<u>Gasoline service station:</u> A business having at least one bay for automotive services, pumps for the fueling of automobiles and pickups, and which may include limited retail sales of convenience goods.

Independent living unit: A senior adult detached or attached housing unit that is an element of a continuing care retirement community, that provides optional services for residents to receive their choice of meals, personal services, medical services, housekeeping, transportation services, and organized social/recreational activities.

*Lane:* A strip of roadway or vehicular use area specifically designated to accommodate a single line of vehicles; a narrow way or passage for a specific use such as bicycles, pedestrians, etc.

Lane, bypass: An alternative channel, passage, or route.

*Large-scale commercial center:* A commercial facility intended to function as a unit with a large-scale retailer as the anchor with shared services of other commercial uses. At least one anchor unit shall contain a minimum of 60,000 square feet.

*Large-scale retailer:* A retail or wholesale user, who occupies no less than 75,000 square feet of gross floor area, typically requires high parking to building ratios, and has a regional sales market. Regional retail/wholesale sales can include, but are not limited to, membership warehouse clubs that emphasizes bulk sales, discount stores, and department stores.

Loading space, off-street: A space logically and conveniently located for pickups or deliveries or for loading or unloading, scaled to the size of the delivery vehicles expected to use it, and accessible to such vehicles when required off-street parking spaces are occupied.

*Local road:* A route providing service that is of relatively low average traffic volume, short average trip length or minimal through-traffic movements, and high land access for abutting property.

Multi-Tenant Retail Center shall mean retail uses in one or more buildings consisting of two or more individual, unaffiliated tenants. Multi-Tenant Retail Centers include shared access connections to external roads, shared internal circulation, parking and external signs and master stormwater management areas. Multi-Tenant Retail Centers do not include outparcels.

<u>Non-vehicular non-access easement: An easement that limits or preludes legal access for any lot, tract, or</u> parcel onto a street or adjacent property or between subdivision boundaries. <u>See also, spite strip.</u>

Off-street loading space: See Loading space, off-street.

*Outdoor display:* An outdoor arrangement of objects, items, products, or other materials, typically not in a fixed position and capable of rearrangement, designed and used for the purpose of advertising or identifying a business, product, or service.

*Parking angle:* The angle formed by a parking stall and the wall or centerline of the facility, ranging from 90 degrees (perpendicular) to 45 degrees.

Parking design: The layout and design of a parking facility based on standard criteria.

*Parking lot:* A surface area for parking off the street or beyond the right-of-way.

Parking, parallel: Spaces designed parallel to the curb of a street, a lot, or a parking structure wall.

*Parking, shared:* The approved use of the same off-street parking space for two or more distinguishable uses where peak-parking demand of the different uses occurs at different times of the day.

*Parking space:* An individual parking stall. All required parking spaces shall be used for the parking of licensed/insured motorized vehicles which consist only of automobiles, trucks, vans or motorcycles associated with the residential use. Parking of nonresidential, recreational or similar use vehicles will be allowed in required spaces only if they do not displace the previously mentioned motorized vehicles. Additional spaces over the required number may be utilized or added with a site plan modification in order to provide parking for said residential, nonresidential or similar use vehicle. <u>A surface area reserved for temporary storage of one motor vehicle and connected to a street by a driveway.</u>

*Parking space, off-street*: An off-street parking space shall consist of an area adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a street or alley and maneuvering room, but shall be located totally outside of any street, alley right-of-way, or highway.

*Parking stall:* The area, usually marked with distinguishing lines, in which one vehicle is to be parked; a parking space.

Peak period: The period of maximum parking activity, this can be by the hour, day of week, or seasonal.

Pedestrian: A person whose mode of transportation is on foot, including a person "walking a bicycle."

*Recreation, indoor:* An indoor public or private establishment designed and equipped for the conduct of sports and leisure time activities except for electronic game promotions. Some examples include bowling alleys, game rooms, theaters, gymnasiums, pool halls, and skating rinks.

*Recreation, outdoor:* Any site where the principal use is the provision of outdoor amusements, sports, games, athletic facilities, or other outdoor recreational facilities and/or services. This term includes botanical gardens, zoological gardens, skeet and gun clubs, golf driving ranges, miniature golf, go-cart tracks, drive-in theaters, aquatic centers, and water parks, but does not include golf courses or public parks and recreational facilities.

*Restaurant, fast-food/fast-casual:* An eating establishment where customers order and receive their food and/or beverages at a counter, <u>select individual items prepared in front of the person, serve themselves buffet style, which include</u> a drive-in window, or <u>service is</u> via drive-up service. Customers may or may not consume the food or beverages on-site.

*Restaurant, sit-down*: An eating establishment where food and/or beverages are served by waitresses or waiters to patrons seated at booths or tables. or are served cafeteria or buffet style A sit-down restaurant may also provide accessory drive-through and walk-up services. If the business also sells alcoholic beverages, the sale of food products must represent at least 51 percent of the facility's total sales, or the business shall be considered a drinking establishment.

<u>Retail fulfillment distribution center:</u> A building where an e-commerce retailer can quickly deliver their merchandise to online shoppers for pickup, or where the merchandise is transferred to a retail operator or local delivery service for rapid delivery to shoppers' homes or businesses.

Shopping center: An integrated group of primarily retail-oriented commercial establishments that is planned, developed, owned and managed as a unit.

*Seat:* For purposes of determining the number of off-street parking spaces for certain uses, the number of seats is the number of seating units, installed or indicated, for each 24 lineal inches of benches, pews, or space for loose chairs.

*Service station, motor vehicle:* Any building or land used for retail sale and dispensing of motor vehicle fuels or oils; may furnish supplies, equipment and minor services to motor vehicles, but only incidental to the sale and dispensing of motor vehicle fuels and oils.

*Sight triangle:* A triangular-shaped area at intersections that provides a clear line of sight for drivers at a vertical level between two feet and seven feet above the average grade at the centerline of the right-of-way. Two sides of the triangle shall be the edges of pavement along each roadway from their intersection with their lengths based on the type of roadways, and the third side being a line connecting the ends of the first two lines.

*Spite strip:* A private easement that limits or precludes legal access for any lot, tract, or parcel onto a street or adjacent property or between subdivision boundaries. <u>See also non-vehicular non-access easement.</u>

*Stall:* The area, usually marked with distinguishing lines, in which one vehicle is to be parked; a parking space.

Striping: Painted lines delineating stalls and circulation patterns.

*Traffic circulation:* A traffic flow pattern, such as a two-way or a one-way, for an on-street system or off-street parking facility.

*Traffic control devices:* Signs, pavement markings, and signal lights designed and installed to aid in safe and effective flow of motor vehicles across roads and parking lots.

*Traffic flow:* The pattern of traffic movement through an area or through a parking facility.

*Use, service:* An establishment where the principal use is the provision of services for individuals, business, and government establishments, and other organizations; as opposed to the selling of goods or merchandise. This term includes automotive services, business services, major vehicle service, and personal services, but does not include retailing uses, restaurants, residential social service facilities, or any industrial uses.

(1) Service, automotive: Where the provision of services is focused on the repair and maintenance of <u>motor vehicles. automobiles and pickup trucks</u>. Examples of automotive services include detailing, mechanical or interior repair, tune-ups, tire sales and service, and stand-alone car washes, and similar uses. For the purpose of this Code, motor vehicle service stations are considered separately from automotive services.

(2) *Service, business:* Where the provision of services is focused on support to professional office establishments. Some examples include copy centers, secretarial service, computer rental-repair service, internet service, and similar uses.

(3) *Service, major:* Vehicle or machinery service activities that do not meet the definition of automotive service shall be classified as major service. Examples include bus, truck or train terminal/maintenance facilities, commercial or industrial machinery repair shops, and body and paint shops.

(4) *Service, personal:* A service use primarily engaged in providing services involving the care of a person, his or her apparel, pets, or small appliances. Some examples include barbershops, beauty shops, dance studios, funeral homes, pet grooming, laundromats, dry cleaners (drop-off and pick up only), health and fitness clubs, caterers, window tinting, video tape/disc rentals, consumer goods rental and service centers, and similar uses.

*Vehicle:* Any device or conveyance for transporting persons or property over the public streets, including, but not limited to, any automobile, motorcycle, motor truck, trailer, van, semi-trailer, tractor-trailer combination, commercial vehicle or trailer, recreational vehicle or trailer, <u>golf cart</u>, and boat or boat trailer but it shall not include tractors, construction equipment or machinery, or any other device used to perform a job except as stated above.

<u>Vehicle fueling position:</u> A location next to a pump island at a service station or convenience store where a single vehicle obtains fuel simultaneously while other vehicles are being fueled. Typically, one fuel dispenser will provide two vehicle fueling positions located on opposite sides of the pump island.

*Wheel stop:* A bumper or block placed at the head of a parking stall to restrain the vehicle from moving or overhanging any pedestrian access way.

**SECTION 5.** 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 6. 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 7. 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 8. CONFLICTS.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

**SECTION 9. 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 SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY

WILLIAM E. REISCHMANN, JR. ESQ. CITY ATTORNEY

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### ORDINANCE 2018-AMENDING SECTION 4.09, CHAPTER 5, AND SECTION 14.02 OF THE UNIFIED LAND DEVELOPMENT CODE

AN ORDINANCE OF THE CITY OF PALM COAST, FLORIDA, AMENDING UNIFIED LAND DEVELOPMENT CODE SECTION 4.09 - DRIVE-THROUGH FACILITIES, BY RELOCATING IT TO CHAPTER 5 – TRANSPORTATION, CONNECTIVITY, ACCESS, AND PARKING; AMENDING CHAPTER 5 – TRANSPORTATION, CONNECTIVITY, ACCESS AND PARKING; AND AMENDING SECTION 14.02 - GLOSSARY; TO CLARIFY INTENT AND TO REFLECT CURRENT DEVELOPMENT TRENDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR 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, the City Council has determined that due to changing conditions within the City it is warranted to relocate Section 4.09 – Drive Through Facilities to Chapter 5 – Transportation, Connectivity, Access and Parking, to amend Chapter 5 – Transportation, Connectivity, Access and Parking, and to amend Section 14.02 – Glossary of the Unified Land Development Code ; and

**WHEREAS,** the City's Planning and Land Development Regulation Board (PLDRB) held a public workshop and a 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 meeting on April 18, 2018 the PLDRB voted 7-0 in favor of the proposed revisions;

WHEREAS, the City Council held a public workshop to discuss the proposed changes on September 11, 2018; and

WHEREAS, the City Council of Palm Coast 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 transportation related standards and facilitating their implementation; and

**WHEREAS**, words with <u>underlined</u> 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 AND ADMINISTRATIVE FINDINGS.** The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

### SECTION 2. RELOCATING SECTION 4.09 – "DRIVE-THROUGH FACILITIES" BY RELOCATING IT TO CHAPTER 5 OF THE UNIFIED LAND DEVELOPMENT CODE.

Section 4.09 – Drive-Through Facilities is hereby relocated to Section 5.04.11 and amended as shown in that section.

### Section 4.09. Drive-Through Facilities (*This section is being relocated from Chapter 4 to Chapter 5.*)

### 4.09.01. Location

A site that contains drive-through facilities shall be located on a collector or arterial road.

### 4.09.02. Stacking Lanes and Spaces

- A. All uses and facilities providing drive-up or drive-through service shall provide stacking lanes in compliance with the standards of this section. Stacking lanes shall be a minimum of ten feet in width along a straight portion and 12 feet in width along a curved portion.
- B. Restaurants with drive-up or drive through facilities shall provide a minimum of eight stacking spaces to accommodate eight vehicles and one stacking space in front of the service window. Drive-through lanes must be clearly distinguished from parking aisles by acceptable pavement markings and pavement color. A 14-foot wide paved bypass lane is required. A stacking space shall be a minimum of 20 feet in length and ten feet in width.
- C. Banks, financial institutions, and pharmacies shall provide stacking spaces according to the following table. A 14-foot wide paved bypass lane shall be provided. At least one stacking space shall be provided in front of the service window.

### Table 4 1: Stacking Spaces for Bank, Financial Institution, and Pharmacy Drive-Through Facilities

Number of Drive-Through Lanes	Total Number of Stacking Space to be Accommodated
1	6
2	10
<del>3 or 4</del>	12
Each additional lane	3 additional stacking spaces accommodated

- D. A six-foot high solid wall or fence shall be provided along all property lines abutting lots or parcels zoned for residential purposes in order to block lights from vehicles in the stacking lanes or drive-through facility.
- E. Stacking lanes shall not be located within a designated delivery area or area designated for loading spaces.
- F. Within the COM-1 and OFC-1 Districts, drive-through facilities may have only a single lane with a single service window. A second lane is permissible if it is serviced by the same single window,

or if it is serviced by an automated device (e.g. ATM). A 14-foot wide paved bypass lane is required.

### 4.09.03. Drive-through menu boards and speakers

Menu boards and speakers shall be set back a minimum of 100 feet from the property line of adjacent properties zoned SFR-1, SFR-2, SFR-3, SFR-4, SFR-5, MFR, and DPX Districts. The Land Use Administrator may require sound attenuation walls, landscaping, or other mitigation measures. (See Chapter 12 for maximum number of menu boards allowed and location.)

### <u>SECTION 3.</u> <u>AMENDMENT TO CHAPTER 5. – "TRANSPORTATION,</u> CONNECTIVITY, ACCESS AND PARKING" OF THE UNIFIED LAND DEVELOPMENT

**<u>CODE.</u>** Chapter 5. - "Transportation, Connectivity, Access and Parking" of the City of Palm Coast Unified Land Development Code is hereby amended as follows:

### Section 5.01. Purpose and Applicability

### 5.01.01. Purpose

The purpose of this chapter is to establish requirements for a transportation system that operates by moving people and goods efficiently, safely, and provides a balance between mobility and accessibility.

### 5.01.02. Applicability

All development shall provide transportation, access, parking, loading, <u>stacking</u>, bicycle, and pedestrian facilities in compliance with the standards of this chapter. All facilities shall be maintained as long as the principal use continues.

### Section 5.02. Transportation and Connectivity

### 5.02.01. Streets

- A. All proposed developments, except for sites developed with utility facilities such as cable substations, communication towers, etc., shall front on a paved street or paved access easement. This street, if not already paved, shall be paved by the developer from the entrance of the development to the nearest public paved street(s). The character, width, grade, and location of all streets shall conform to City standards and shall be considered in their relation to existing and planned streets, to topographical conditions, to public convenience and safety, and in their appropriate relation to the proposed uses of the land to be served by such streets. Construction and material specifications for streets shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction and the following:
  - All newly platted streets intended to serve residential uses shall be public. The Land Use Administrator City Council may approve developer proposed private streets provided in residential areas via a plat approval. In such cases, all such streets shall meet the all design and construction criteria of the City for public streets, and a condominium or homeowners association or equivalent shall be is created with all duties and powers necessary to ensure perpetual maintenance of such private streets. All streets shall be constructed to the exterior property lines of the development unless they are permanently terminated by a cul-de-sac or an intersection with another street. Public streets shall not be gated.

Newly platted streets intended to serve business or industrial uses may be private if approved by the City Council. City Council may approve developer proposed private streets in commercial or industrial areas via a plat approval. In such cases, all streets shall meet the design and construction criteria of the City for public streets unless overriding conditions, such as sharing entrances or parking areas, require different design criteria as determined by the Land Use Administrator. A property owners' association or equivalent shall maintain such streets be created with all duties and powers necessary to ensure perpetual maintenance of such private streets.

- B. The arrangement of streets in a development shall:
  - 1. Provide efficient and orderly hierarchy of streets.
  - 2. Conform to official plans and maps of the City.
  - 3. Be integrated with the existing and planned street system of the surrounding area in a manner that is not detrimental to existing neighborhoods.
  - 4. Ensure that the use of local streets by through or nonresidential traffic is discouraged.
  - 5. Provide at least two (2) separate and remote entrances to a development, unless other provisions, such as easements, are made for emergency ingress and egress, and provided such entrances will not adversely affect the overall street system and meet the required twenty-four (24) foot right-of-way width. (*This language is already in Section 5.02.04.B.*)6. Facilitate and coordinate with the future development of adjoining property of a similar character, and provide for local circulation and convenient access to neighborhood facilities.
  - 76. Local streets shall be patterned in such a way that continuous traffic from a collector road to another collector <u>or arterial</u> road is discouraged.

### 5.02.02. Minimum Right-of-Way and Pavement Widths

The following are the minimum right-of-way widths required for streets within the City. Developers shall dedicate sufficient land to meet the right-of-way requirement resulting from the development in accordance with a rational nexus and rough proportionality analysis. A cul-de-sac, even one with a minimally acceptable radius, does not preclude the developer from having a landscaped island within its center as long as the developer can demonstrate that the island does not impede safe turning movements for larger vehicles.

<b>Functional Classification</b>	Minimum Right-of-Way (ft.)
Principal Arterial	200
Minor Arterial	120
Collector / Minor Collector	100 / 80
Local Streets	50

Table 5 - 1: Minimum Right-of-Way Width

**Note**: The Land Use Administrator may approve, based upon sound and generally acceptable engineering practices and principles, narrower rights-of-way, provided utilities and sidewalks can be accommodated.

Table 5 - 2: Required Right-of-Way and Pavement Width

	<b>Right-of-Way In Feet</b>		<b>Pavement In Feet</b>	
Street Type	Urban	Rural	Urban	Rural
Local (> 75 lots)	50	80	24	24
Residential (Up to 75 lots)	50	70	24	24
Cul-de-sac (radius)	<u>60 62</u>	<u>60 62</u>	<u>50 52</u>	<u>50 52</u>

**Note**: The Land Use Administrator may approve, based upon sound and generally acceptable engineering practices and principles, narrower rights-of-way, provided adequate utility <u>utilities</u> and sidewalks easements can be accommodated and granted to the City.

### 5.02.03. Additional Right-of-Way

- A. Within the area of the setbacks required by this Land Development Code, additional right-of-way may be required to promote public safety and convenience or to ensure adequate access, circulation, and parking based upon a rational nexus and rough proportionality analysis.
- B. Whenever a street is programmed for improvement (in the adopted budget and the Capital Improvements Element of the Comprehensive Plan) and the need for the improvement is due to development being approved, as determined in a rational nexus and rough proportionality analysis, the owner of the proposed development must convey necessary right-of-way to the City.
- C. Where a proposed subdivision or site development abuts an existing street of inadequate right-ofway, and the need for additional right-of-way is rationally related to the development being approved, additional right-of-way shall be dedicated the owner of the development must convey additional right-of-way based upon a rational nexus and rough proportionality.
- D. All right-of-way dedications, except easements, shall be conveyed to the City by means of a warranty deed or dedication by plat, <u>at the City's discretion</u>. Easements shall be conveyed to the City in a form acceptable to the City.
- E. All right-of-way dedications are subject to acceptance by the City Council and/or the Land Use Administrator. The City Attorney shall review all right-of-way dedications and dedication of easements.
- F. The following requirements shall be adhered to regarding right-of-way for corner clip radius:
  - 1. On any corner parcel with access to at least one (1) adjacent road classified as a collector or above, additional right-of-way shall be dedicated to the City if needed to accommodate intersection radius improvements.
  - Property lines at street intersections shall be rounded with a minimum radius of twenty-five (25) feet. A greater radius shall be required at an angle of intersection of less than seventy-five (75) degrees, as determined by the Land Use Administrator based upon sound and generally accepted engineering practices and principles.
- <u>G. Right-of-way donations/dedications may be eligible for transportation impact fee credits if the donation or dedication is in accordance with City requirements.</u>

### 5.02.04. Connectivity and Interconnectivity

A. When nonresidential developments are proposed to front on public streets, the City shall require the use of joint driveways and cross-access easements in order to minimize the number and maximize the spacing of access connections <u>unless determined not feasible by the Land Use Administrator due to a unique configuration of the properties or substantial environmental constraints.</u> Whenever cross-access corridors or coordinated or joint parking designs are provided to accomplish access management, each applicant for development approval shall provide such easements or agreements as may be necessary to ensure that adjoining properties shall be appropriately connected in order to implement a unified system allowing general cross-access to and from the other properties in the affected area. Such easements or agreements shall be recorded in the Public Records of Flagler County by the developer at developer's expense and shall constitute a covenant running with the land. <u>When cross-access is provided to an undeveloped adjoining property</u>, a temporary curb shall be provided at the end of the pavement to ensure drivers do not use the cross-access until the adjoining property is developed. Nonresidential developments shall provide a second means of ingress when required by the Florida Fire Prevention Code or this Code.

- B. All new residential developments of more than fifty (50) dwelling units, or which use as access a street that is 2,500 feet or more in length from another roadway, shall provide a minimum of two (2) vehicular entrances from a public right-of-way, with at least one (1) of the vehicular entrances connecting to a public collector or arterial road, but both directly connecting to a public road. A deviation to the requirement that at least one (1) of the vehicular entrances connect to a public connector collector or arterial road may be granted by the Land Use Administrator if it is determined by a traffic study administered by a licensed engineer that the additional traffic will not exceed the capacity of surrounding local streets at build-out of the surrounding area, or if the entrance connects to a public roadway meeting City standards, which then connects to a public roadway.
- C. All developments shall provide for bicycle and pedestrian interconnectivity to promote the use of bicycles and walking and as a means to reduce traffic on collector and arterial roads.
- D. All residential and nonresidential development that abuts an existing or proposed trail system shall provide pedestrian and bicycle links to the trail system <u>unless it would not be safe</u>.
- E. All new roads, except those where bicyclists are unlawful, such as controlled access highways, shall be designed and constructed for the provision of bicycle access. Bicycle safe design practices shall be followed including, but not limited to, safe drainage grates, railroad crossings, smooth pavements, and signals responsive to bicycles. In addition, the desirability of adding facilities such as bicycle lanes, bicycle routes, shoulder improvements, and wide curb lanes shall be considered.
- F. To the fullest extent practicable, all rural arterial and collector sections within one (1) mile of an urbanized area shall be given consideration considered for the construction of paved shoulders four (4) feet in width, and all urban arterial and collector sections shall be given consideration considered for either a curb lane fourteen (14) feet in width or an undesignated lane four (4) feet in width. Generally, such facilities shall not be marked to attract bicycle traffic.

### 5.02.05. Intersections

- A. Streets shall intersect at an angle of ninety (90) degrees, unless unique circumstances justify a lesser angle of intersection as determined by the Land Use Administrator, based upon sound and generally accepted engineering practices and principles.
- B. Spacing of street intersections shall be in accordance with Table 5-3 determined based upon Florida Department of Transportation Access Management Standards and Classifications.

Street Type	Collector	Arterial	T-type Intersection with a Collector
Local	<del>330</del>	<del>660</del>	330
Collector	660	1320	N/A
Arterial	N/A	N/A	N/A

	-		
Table 5	2.	Intersection Spacing in Fee	4
Table 5	5.	<del>musseenon spacing mire</del>	τ

### 5.02.06. Visibility at Intersections

- A. Sight triangles and sight distance requirements shall adhere to at a minimum, Florida Department of Transportation Design Standards Section 11.03.01.L., including Table 11-3 Sight Triangle Dimensions Along Driveways and Roadways.
- B. Within that portion of a lot or parcel that lies within the <u>clear visibility sight</u> triangle, as defined in Chapter 14, nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially obstruct vision between a height of twenty-four (24) inches two (2) feet to seven (7) feet above the average grade at the centerline of the adjoining road right-of-way, provided, however, that in case of a conflict, Subsection 5.02.06. A shall prevail over this requirement.

- C. The requirements of this section shall not be deemed to prohibit any necessary retaining wall. Lowgrowing shrubs, annuals, and other lower growing vegetation may be utilized within sight triangles or other areas to ensure visibility is not reduced.
- D. Trees may be permitted in the <u>sight</u> triangle <del>area</del>, at the discretion of the Land Use Administrator, if the trees have a single-trunk and foliage is <del>pruned</del> within the heights noted in Subsection 5.02.06.B kept trimmed between two (2) feet and seven (7) feet in height.
- E. Streetlights and street name signposts may be permitted if illuminating fixtures or nameplates are not located within the prescribed clear space.

### Section 5.03. Access

#### 5.03.01. Vehicular Access

- A. Access management, location, design, and construction of driveway connections to the City's road network shall, at a minimum, follow criteria and standard practices as established by the <u>City, based</u> <u>upon</u> Florida Department of Transportation's Access Management Standards and Classifications <u>rules</u> Design Standards and the City.
- B. All development sites shall provide permanent access from a paved street to each lot or parcel within the development in accordance with City standards.
- C. Cutting or altering a curb on a public street is prohibited without a permit issued by the City in accordance with Chapter 9.
- D. In addition to City approval, approval from Florida Department of Transportation for state roads, or Flagler County for county roads, is also required for any access onto a <u>such</u> roads.
- E. All driveways shall be designed and constructed to comply with all drainage standards as outlined in Chapter 9 and shall be constructed utilizing an approved paving material in accordance with City standards.

#### 5.03.02. Pedestrian Access

- A. All development shall provide paved sidewalks, meeting the latest ADA (Americans with Disabilities Act) and City standards, along both abutting sides of a whenever the development fronts on a collector or arterial street. An alternate design to provide a twelve (12)-foot wide paved multipurpose pathway abutting on one (1) side and a four (4)-foot wide sidewalk on the opposite side of a collector street may be proposed to the City and is subject to approval by the Land Use Administrator based upon public benefit.
- B. All proposed development fronting a local street shall provide a five (5)-foot wide paved sidewalk(s) along the entire length of side(s) abutting frontage with the local streets, except as outlined below, based on the following standards:
  - Where sidewalks are present on the abutting along frontage with a local street, a five (5)-foot wide paved sidewalk shall be provided along the property line connecting the existing sidewalks from one (1) edge of the property to the opposite edge. connecting the existing sidewalk to the principal building(s). Where development has frontage on more than one local street, five (5)-foot wide paved sidewalks shall connect the principal building(s) to each local street.
  - 2. Where no sidewalks are present, a sidewalk shall be provided. The City shall determine the location and size of the sidewalk based on the characteristics of the right-of-way.
  - 3. If the construction of a sidewalk is not <u>currently</u> feasible or practical <del>at the time</del>, the Land Use Administrator may allow the developer to make a payment into the Palm Coast Sidewalk Improvement Trust Fund in lieu of sidewalk construction.

- C. All new residential and nonresidential development that abuts <u>adjacent to</u> a proposed <u>multi-use</u> <u>path</u>, <u>or planned trail system</u> <u>consistent with the Bicycle/Pedestrian Master Plan</u>, shall provide an eight (8)-foot to ten (10)-foot wide trail pathway (hard or soft surface per City standards) within a ten (10)-foot wide the right-of-way or in an easement to provide for the extension of the trail system based upon a rational nexus and rough proportionality analysis.
- D. Where development abuts fronts on a collector or arterial road, a five (5)-foot paved sidewalk shall be provided to connect the public sidewalk to the principal building(s) with the sidewalk being placed abutting along the collector or arterial road. Where development fronts on more than one collector or arterial roadway, sidewalks shall connect the principal building(s) to each collector/arterial roadway. Five (5)-foot paved sidewalks shall also be provided to connect to adjacent properties.
- E. All new nonresidential and multifamily residential development shall provide safe <u>and convenient</u> pedestrian access and connectivity throughout the site.

### 5.03.03. Surfacing (Blue high-lights are 9-25-18 changes.)

Access to any project or development shall require a hard surface driveway apron meeting City engineering standards connecting the driveway to the pavement of a public street.

### 5.03.04. Single-family, Duplex and Townhouse Driveway and Garage Standards (*Previously these were* in Item Section 5.04.02.C.5. but have been moved here and modified.)

**A.** Parking spaces and garages for single-family, duplex and townhouse units shall be provided as follows with garages not counting towards minimum required parking spaces:

- Single-family homes with less than 1,200 square feet in living area shall have at least a one-car attached garage and a permanent surface for a second two exterior parking spaces. Singlefamily homes with at least 1,200 square feet in living area shall have at least a two-car attached garage unless an exception is specifically permitted by another provision of this Code.
- 2. Duplexes with less than 1,300 square feet in living area per unit shall have at least a one-car attached garage and a permanent surface for a second two exterior parking spaces per dwelling unit. These spaces may be provided by having a driveway at least ten feet in width that extends a minimum of forty feet from the garage before connecting to the edge of the roadway pavement. Duplexes with 1,300 or greater square feet in living area per unit shall have at least a two-car attached garage per dwelling unit unless an exception is specifically permitted by another provision of this Code.
- 3. A townhouse with less than 1,500 square feet in living area shall have at least a one-car garage and a permanent surface for two exterior parking spaces. A two-car garage is required for a townhouse with 1,500 or greater square feet in living area.
- 4. <u>Off-street parking is prohibited adjacent to either side of the dwelling, except when such parking space provides access to a garage.</u>
- B. Driveways for single-family, duplex and townhouse units shall be provided as follows:
  - Driveways shall be completely paved. However, on one-acre or larger lots, where the garage is located at least one hundred (100) feet from the right-of-way, the pavement area may be limited as follows: Only the twenty (20) feet closest to the garage, the driveway apron area within the right-of-way, and other portions of the driveway that are visible from the right-of-way and within one hundred (100) feet of the right-of-way, are required to be paved. The unpaved driveway area shall be of a stabilized material that will support emergency vehicles and meet City standards, such as graded and compacted asphalt milling or similar material. Pervious and permeable pavers and pavement which meet City standards are allowed and are acceptable Green Building materials.

- 2. Garages must have a driveway extending for a minimum of twenty (20) feet in front of each garage door. The driveway shall be at least the width of the garage door(s), with a minimum width of ten (10) feet, to allow for safe access. For the twenty feet of the driveway that is closest to the garage, driveways for one and two-car garages shall have a minimum width of sixteen feet, and driveways for three-car or larger garages shall have a minimum width of twenty-four feet.
- 3. <u>Residential driveways entering the public right-of-way shall be a minimum of ten feet wide at the right-of-way line and sixteen (16) feet wide at the roadway edge. On corner lots, driveways shall not enter the right-of-way within twenty-five (25) feet of where the two rights-of-way lines would intersect if extended.</u>
- 4. Driveways shall either lead to a garage (standard driveway), or a circular driveway may be constructed. Except for corner lots, one approach of a circular driveway shall double as the standard driveway.
- 5. <u>A standard driveway may also have a flare where the driveway widens to provide for an additional lane for vehicle parking. Additionally, standard driveways may have a turnaround so residents may avoid backing out onto the street. Turnarounds shall be located solely on the homeowner's property, except for radii, and not within rights-of-way. In side yards, flares and turnarounds shall not encroach into side yard easements and shall not be located within five (5) feet of side property lines.</u>
- 6. <u>Maximum driveway widths internal to the lot shall be eighteen (18) feet for circular driveways and turnarounds; and for standard driveways, including any flares, the internal widths shall be limited to twenty (20) feet for a one-car garage, thirty-six (36) feet for a two-car garage, forty-two (42) feet for a three-car garage, and forty-eight (48) feet for a four-car garage. For circular driveways that merge with standard driveways, only the standard driveway area may exceed the maximum width of eighteen (18) feet.</u>
- 7. When unique circumstances exist, an applicant may propose an alternative driveway layout. The Land Use Administrator will only grant this exception if: a) the <u>The lot area in front of</u> the home's building façade out to the front property line must will have a minimum of 25% landscaped planting area. and b) the new layout provides an attractive view from neighboring properties and adjacent right of ways.
- 8. Driveways, driveway aprons and culverts beneath driveways shall conform to City design and permitting standards.
- 9. Owners proposing to utilize pavers as pavement on the portion of the driveway in the City right-of-way shall execute a Right-of-Way Utilization Agreement prior to City final approval.

### Section 5.04. Parking

### 5.04.01. Plan Requirement

Off-street parking, <del>or</del> loading space, <u>and drive-through facility</u> plans shall be submitted and approved during the site plan review process as outlined in Chapter 2.

### 5.04.02. Off-Street Vehicle Parking

Off-street parking and loading facilities shall be provided for any new use established, for any addition or enlargement of an existing use, or any change of occupancy or manner of operation that would result in additional parking. See Chapter 1 for nonconforming uses and the remodeling threshold. Additional parking may be required only for such addition, enlargement, or change, and not for the entire building or use, unless it is determined, that the conformity with the required parking is such that, based on the historical function of the use or similar such uses, there is <u>a</u> need for additional parking. The Land Use

Administrator shall evaluate the applicability for requiring additional parking spaces resulting from the addition, remodeling, or expansion of a use.

### A. Off-Street Parking Spaces Required

Minimum Number Required. The required number of off-street motor vehicle spaces and any special requirements that may apply is <u>are provided for</u> in Table 5-3 5-4. When the number of off-street spaces required by this Code results in a fractional space, the number shall be rounded up to next the nearest whole number. Where parking is based on seating on benches or pews, each twenty-four (24) lineal inches of the bench/pew shall be considered one (1) seat.

### Table 5 – 4 <u>3</u>: Parking Ratios

NOTE: Unless otherwise noted, all square footages (s.f.) are based on the gross floor area of the unit or building.

Type of use	Minimum Number of Spaces
Adult entertainment	1 space per 100 s.f.
Assembly places (houses of worship/religious institutions, funeral homes, schools, movie theaters, auditoriums, arenas, stadiums, civic centers, and facilities with an auditorium, sanctuary, or gathering place, whether fixed seats or open area)	1 space per 4 seats
Banks and credit unions	1 space per 200 s.f.
Barber shops and beauty salons	1 space per 250 s.f.
Bowling alley	3 spaces per lane
Call centers and contact centers	1 space per 115 sq. ft.
Civic clubs and lodges (including fraternities, sororities, and other civic membership organizations)	1 space per 4 <u>3</u> seats plus 2 spaces per 100 s.f. of area devoted to public assembly without seats
Colleges, universities and business/technical	1 space per 3 on-site school population (students, faculty and
schools	staff but excluding online students)
Convenience store (with or without fueling stations)	<u>1 space per 200 s.f. + 1 space per 2 seats for food patrons</u>
Day care, child care, private schools (k-12)	2 spaces per employee on the largest shift. For private high schools, add 1 space per 2 students in 11 <sup>th</sup> and 12 <sup>th</sup> grade
Drive-through establishments	1 space per 60 s.f.
Eating, drinking, or entertainment establishments (without drive-through facilities)	1 space per 4 seats plus 2 spaces per 100 s.f. of area devoted to public assembly without seats
Electronic Game Promotion Establishment	1 space per 4 terminals
Fitness center/health club/dance studio	1 space per <del>200</del> <u>125</u> s.f.
Furniture/mattress store	<u>1 per 700 s.f.</u>
Gasoline service stations/vehicle service and repair facilities	1 space per 350 250 s.f. of area devoted to sales <u>or customer</u> lounges, plus sufficient area to accommodate vehicles at pumps without interfering with other parking, plus 3 spaces per service bay
Golf course	4 spaces per hole; plus 1 space per 250 s.f. of clubhouse
Golf driving range/putting greens	<u>1 space per 2 driving tees/putting greens + parking for any</u> <u>structures</u>
Golf, miniature	1.25 spaces per hole + parking for any structures
Grocery/supermarket <sup>1</sup>	1 space per 200 s.f.

Type of use	Minimum Number of Spaces
Group lodging, including nursing homes, rest	1 space per 2 beds or 0.75 space per unit
homes, convalescent homes, assisted care	
facilities, and other similar facilities	
Home Improvement/Building Materials and	3.5 spaces per 1,000 s.f.
Garden Centers Large-Scale Retail Centers <sup>1</sup>	
Hospitals and other medical facilities providing	1.5 2 spaces per bed
overnight accommodations	
Hotels, motels, and other similar lodging and	1.25 <u>1.15</u> spaces per sleeping room
accommodations establishments, without	
restaurants or lounges open to the public	
Hotels, motels, apartment hotels, and other similar	1.25 <u>1.15</u> spaces per sleeping room, plus parking
lodging and accommodations establishments, with	required at 50% of normal rates for the eating, any restaurant or
restaurants or lounges open to the public	drinking <del>, or entertainment</del> establishment
Independent living units (associated with a	1.25 spaces per unit
continuing care retirement community)	
Industrial, manufacturing and production uses	1 space per <del>600</del> <u>750</u> s.f.
Marinas	1 space per 3 boat berths (wet slip or dry storage) <del>, plus 1 space</del>
	per employee on the largest shift
Medical or dental offices, medical or dental	1 space per <del>300</del> <u>250</u> s.f.
laboratory, and medical clinics, and veterinary	
clinics	
Mini-warehouse or self-storage facilities including	1 <u>2</u> spaces per <del>300 s.f. of office space</del> <u>100 storage units and a</u>
boat and recreational vehicle storage	minimum of 4 vehicle/boat storage spaces
Multi-family dwellings	1 space per efficiency unit
	1.5 spaces per 1 bedroom
	2 spaces per 2 bedrooms and over
	Plus 1 space per 4 units for guest parking
Offices (general, professional, or government)	1 space per <del>300</del> 250 s.f.
Plant nursery	1 space per 250 s.f. of building area + 1 space per 2,000 s.f. of
	display areas open to the public
Restaurants (with or without a drive-through),	1 space per 50 s.f. of areas open to the public $+ 1$ space per 75 s.f.
drinking establishments	of outdoor eating/drinking areas
Shopping centers, including retail sales and	1 space per 250 s.f.
business activities not otherwise specified discount	1 space per 250 s.i.
superstores, and multi-tenant retail centers <sup>1</sup>	
superstores, and mater tenant retail centers	
Retail including pharmacies and business services	1 space per 250 s.f.
Single-family dwelling, duplex, <u>two-family</u> and townhouse units	2 spaces per unit
Tennis, bocce ball, pickle ball, shuffleboard and racquetball facilities	1.5 spaces per court
Vehicle sales and boat sales/dealership	1 per 3,000 s.f. of open or enclosed sales area
All other nonresidential uses Warehouse	1 space per <del>300</del> <u>1,200 s.f.</u>
	1

Type of use		Minimum Number of Spaces
City Parks and Recreation	General	3 spaces per acre, plus required parking for other uses on the
Facilities (25% is permitted		site, see below
to be on grass with a paved	Concession	1 space per concessionaire or employee
driveway to the grass parking	Building	
area)	Equipped	10 spaces per site
	Playground	
	Picnic Area	1 space per table
	Jogging/Fitness	2 spaces per trail head
	<del>Trail</del>	
	Basketball	5 spaces per court
	Court	
	Ball fields	10 spaces per field, plus 1 space per 5 seats where benches are
		used (every 2.5 feet equals 1 seat)

- Uses Not Listed. The required number of spaces for any use not specifically mentioned shall be the same as the use most similar to the proposed use, as determined by the Land Use Administrator based on data provided by the Institute of Transportation Engineers in Parking Generation or similar studies.
- 3. Multiple Uses. Except for a multi-tenant retail center or shopping center, where a combination of uses is proposed for development, parking shall be provided for each of the uses as prescribed by Table <u>5-3</u> <del>5-4</del>, unless a shared parking agreement acceptable to the City is reached by the property owner(s) (see Subsection 5.04.08).
- 4. Maximum Parking Permitted. For all land uses, except for single-family and two-family residences, the maximum permitted number of parking spaces shall not exceed 1.1 1.2 times the minimum parking required by this section unless the Land Use Administrator finds that exceeding the maximum is justified based upon sound and generally accepted land use planning practices and principles as demonstrated within a Parking Flexibility Study at the time of the site plan review process.
- 5. Screening. Visual sScreening is required for off-street parking spaces in accordance with <u>Section 11.03.04.A</u> the Chapter 11.
- 6. Internal Parking Lot Landscaping. For parking lot <u>islands and their related</u> landscaping requirements see Section 11.03.04.B. Chapter 11.

### B. Flexibility

1. The Land Use Administrator may authorize an adjustment in the total parking requirements where it is demonstrated that the application of the parking ratios is inappropriate to for a proposed use due to the mix of existing or proposed uses on the property with consideration being afforded toward calculating net floor area when demonstrated. A request for adjustment may require the submission of a site plan, traffic and parking study, and floor plan, which address the rationale for reducing or increasing parking requirements. Considerations and approval shall be contingent upon the continued operation of like or similar uses as identified under the approved plan. A change in the use category of parking shall require separate consideration. Pervious surface materials shall may be utilized when increasing parking requirements, where feasible, and may include pervious pavement, brick pavers, or other permanent pervious materials supported by green building principles. Stabilized grass parking with paved parking aisles may be considered, where feasible, for periodic overflow parking.

Reducing parking requirements shall <u>may</u> require additional pervious areas and adequate stormwater capacity to accommodate potential future parking spaces per Code.

- 2. The Land Use Administrator may approve de minimis variations of parking lot or design standards if the Land Use Administrator finds it is determined that a substantial public benefit would be attained. The de minimis variance may include reducing the required number of parking spaces; the use of alternative surface materials; or varying from design standards when specimen or historic trees can be saved, utility conflicts can be avoided, or where architectural aesthetics can be improved.
- 3. Large-scale commercial and home improvement centers providing more parking spaces than the required minimum shall be constructed of a pervious surface up to the maximum spaces as set forth in this chapter. Pervious surface materials may include pervious pavement, brick pavers, stabilized grass parking, or any other permanent pervious materials supported by Green Building principles. Up to thirty-three (33) percent of required parking for not-for-profit and non-profit groups and civic clubs that only use the parking periodically (one day or less per week except for occasional special events), may be provided as stabilized grass parking, with approval of the Land Use Administrator, where those spaces are served by paved parking aisles and are generally located further from the use being served than the paved spaces. Landscaped islands are required with stabilized grass parking (see Section 11.03.04.B.3.b). Stabilized grass parking spaces shall be appropriately graded and computed as impervious areas for water management purposes, and stabilized grass parking spaces that are utilized more often than periodically as defined above shall be paved if required by the Land Use Administrator based on amount of use.
- 4. All of the overflow parking (parking that exceeds the minimum number of required spaces) for not-for-profit and non-profit groups and civic clubs that only use the parking on an occasional basis may be provided as stabilized grass parking and stabilized grass drive aisles, with approval of the Land Use Administrator, where those spaces are generally located further from the use being served than the required parking. Landscaped islands are required with stabilized grass parking spaces (see Section 11.03.04.B.3.b). Stabilized grass parking spaces and stabilized grass drive aisles shall be appropriately graded and computed as impervious areas for water management purposes.

### C. Location

- 1. Each off-street parking space shall be located on the site it services, unless provided otherwise in this Code.
- 2. Nonresidential off-street parking spaces and driveways access ways shall not be located closer than eight feet from any side property line, unless both adjoining properties are part of a master plan, share an access way, or similar circumstances exist. The minimum queuing distance of 50 feet required between from the property line along a right-of-way to the first parking space or parking aisle is: a) 20 feet along a local public roadway; b) 35 feet along a collector roadway; or c) 50 feet along an arterial roadway; unless the applicant demonstrates, Land Use Administrator concludes based on a traffic study, that a reduced queuing distance will not pose a hazard or interfere with pedestrian and vehicle traffic operations. However, traffic from a proposed development must not stack onto a public right-of-way during typical peak hour operating conditions.
- 3. All required parking stalls shall have direct and unobstructed access from a parking aisle.
- 4. No parking stall shall directly abut a driveway unless approved by the Land Use Administrator.
- 5. Parking spaces for single-family, duplex, and townhouse units shall be provided as follows:

(The items in 5.04.02.C.5. were relocated to Section 5.03.04 and modified.)

- a. Single-family and duplex residences with less than 1,200 square feet in living area shall have at least a one-car garage and a permanent surface for a second parking space. A two-car garage is required for single-family or duplex residences with 1,200 or greater square feet in living area.
- b. A townhouse less than 1,500 square feet in living area shall have at least a one-car garage. The required additional off-street parking space shall be in compliance with Subsection 5.04.02.C.5.d. A two-car garage is required for a townhouse with 1,500 or greater square feet in living area.
- c. The use of pavers; and permanent pervious pavement, which is an acceptable green building material, is allowed.
- d. Attached and detached garages must have a driveway extending for a minimum of 20 feet from the garage door to the property line or common sidewalk. The width of the driveway shall be the same as the garage to allow for safe access.
- e. Off-street parking is prohibited adjacent to either side of the dwelling, except when it provides access to a garage.
- f. Residential driveways entering the City of Palm Coast public right-of-way shall be a minimum of ten feet wide at the right-of-way line and 16 feet wide at the roadway edge.

### **D.** Off-Street Circulation

- 1. Internal circulation patterns, and the location and traffic direction of all access drives ways and parking aisles, shall be designed and maintained in accordance with accepted principles of traffic engineering and traffic safety, and clearly marked as required by the City.
- 2. Vehicular circulation shall be completely contained within the property and vehicles located within a portion of the development must have access to all other portions without using the adjacent street system.

### E. Parking Facility Design

- 1. All parking facilities shall be graded and provided with permanent storm drainage facilities meeting the construction specifications set by the City. Surfacing, curbing, and drainage improvements shall be sufficient to preclude the free flow of water onto adjacent properties or public streets or alleys, and to provide adequate drainage.
- 2. Off-street parking, loading areas, and pedestrian and bicyclist circulation facilities shall be designed to be safe and convenient.
- 3. Any off-street parking facility shall have either driveway approaches access ways of sufficient width to allow for two-way traffic, or one-way driveways access ways that are connected to parking aisles, parking areas, or maneuvering areas in such a manner as to permit traffic to simultaneously enter and leave the property. An access way driveway that is only wide enough for one-way traffic shall be signed have signage designating it for one-way operation.
- 4. Single-lane driveways one-way access ways shall be a minimum of 16 14 feet wide. Two-lane way driveways access ways shall be a minimum of 24 feet wide, unless exclusive of any median is provided. Required driveway access way widths may be increased according to by the City based on vehicle types and numbers of vehicles expected to use the facility, or if the number of parking stalls connected to the number of trips generated Fire Prevention Code justifies such increase based upon traffic engineering and safety considerations.
- 5. Parking spaces and parking aisles shall be designed in accordance with Table 5-54.
- 6. Parking spaces perpendicular to sidewalks and/or walkways shall have wheel stops installed two feet from the abutting sidewalk/walkway to prevent vehicle encroachment. Applicants are encouraged to reduce paved areas by reducing the perpendicular depth of standard parking

spaces to 18 feet of pavement with two feet of overhand overhang area, subject to the following conditions:

- a. Continuous curbing shall be used at the overhang.
- b. The overhang will not interfere with the healthy growth of adjacent landscaping material.
- c. The <u>Any</u> abutting sidewalk is raised a minimum of six inches and is a minimum of seven feet wide. <u>A sidewalk located at least two feet from the front of curb does not need to meet these standards.</u>

Table 5 – <del>5</del> 4:	<b>Parking Space</b>	e and Parking A	isle Requirements

Parking Angle (degrees)	Standard Stall Width (feet)	Stall Depth Perpendicular to Aisle (feet)	Curb Length Parallel to Aisle (feet)	<u>Parking</u> Aisle Width One-Way Traffic (feet)	<u>Parking</u> Aisle Width Two-Way Traffic (feet)
0 (parallel)	10	10	23	12	24
45	9	21.2	12.7	14	<del>20*</del> <u>24</u>
60	9	22.3	10.4	18	<u>20* 24</u>
90	9	20	9	24	24

\* Subject to appropriate parking angle application Note: Parking spaces are measured from the center-line of painted stripe to edge of curb or center-line of painted stripe.

7. Reserved.

7. Parking stalls shall be delineated with a white pavement striping that is six inches wide.

- 8. Off-street parking accessed from the rear of a lot shall only be permitted in the neo\_traditional development option. On-street parking in the neo\_traditional development option is permissible on local residential streets, refer to Chapter 4.
- 9. For any nonresidential or multi-family use providing 50 or more spaces, a maximum of three for every 50 required spaces may be reduced in size and designed to accommodate parking for motorcycles. When provided, motorcycle parking shall be clearly identified by a sign, be at least 4.5 feet wide, surfaced with concrete, and have pavement striping. Motorcycle spaces may count towards required vehicular parking spaces.
- 10. All <u>permanent</u> off-street parking and loading and/or unloading areas, except for overflow areas as permitted under Sections 5.04.02.B.3 and 5.04.02.B.4, shall be surfaced with brick, <u>pavers</u>, asphalt, <del>bituminous concrete</del>, or concrete, and <u>all</u> materials <u>shall meet City design standards</u> and maintained in a smooth, well-graded condition.

### F. Maintenance

- 1. All required parking facilities shall be <u>properly</u> maintained in perpetuity by the property owner or appropriate property owners association. Such facilities shall be used exclusively for the temporary parking of motor vehicles.
- 2. Parking facilities shall not be used for the sale, display, or storage of merchandise, for the storage or repair of vehicles or equipment, or activities other than providing public and employee parking, <u>unless another activity was approved on the site plan</u>.
- 3. All parking and loading facilities shall be <u>properly</u> maintained to ensure the desirability and usefulness of the facility, <u>including maintenance of finished and stabilized surfaces</u>, <u>parking</u> <u>stripes and required signage</u>. <u>Parking stripes that are faded shall be repainted</u>, and <u>faded or</u> <u>missing required signage shall be replaced</u>. Such facilities shall be maintained free of pot holes,

refuse, debris, or other accumulated matter and shall at all times be available for the off-street parking or loading use consistent with applicable development approvals.

4. Landscaping materials located within sight triangles shall be properly trimmed and maintained.

### 5.04.03. Bicycle Parking

- A. All developments (except for single-family and duplex platted lots) requiring off-street parking shall provide parking for bicycles in accordance with the following standards:
  - 1. Multifamily development shall provide <u>bicycle parking spaces to</u> the equivalent of ten percent of the required vehicular parking spaces.
  - 2. Nonresidential developments shall provide bicycle rack spaces as follows:

Required Number of Automobile Parking Spaces	Minimum Number of Required Bicycle Rack Spaces
1-40	2
41-60	3
61-80	4
81-100	5
Over 100	5 plus 1 for each 20 automobile parking spaces over100, provided that
	the maximum number of required bicycle spaces shall not exceed 20

### Table 5 – 6 5: Bicycle Rack Ratios for Nonresidential Developments

- B. Bicycle rack facilities shall meet the following standards:
  - 1. Shall be designed to allow each bicycle to be secured against theft.
  - 2. Shall be installed in a permanent manner to resist removal.
  - 3. Shall be installed to resist damage by rust, corrosion, or vandalism.
  - 4. Shall accommodate a range of bicycle shapes and sizes and allow easy locking without interfering with adjacent bicycles.
  - 5. Shall not interfere with pedestrian or vehicular movement.
  - 6. <u>Shall be located within 200 feet of the building entrance(s) they are intended to serve.</u>

### 5.04.04. Parking Lot Lighting

The lighting design for new and redevelopment sites shall meet the lighting requirements set forth in Chapter 9.

### 5.04.05. Standards for Handicap Americans with Disabilities Act Requirements for Access and Parking

Handicap <u>Accessible</u> parking shall comply with Florida Department of Transportation Design Standards and Chapter 17 of the Florida Americans with Disabilities Act Architectural Barrier Removal and Compliance Manual, 2005 Edition, as amended. The total number of parking spaces required in this chapter includes the minimum number of handicap accessible parking spaces required.

### 5.04.06. Taxicab Temporary Parking

The Land Use Administrator may require new nonresidential uses to provide a minimum of one and a maximum of two parking spaces for temporary taxicab pick\_up and drop\_off based on the size and use of the development. The temporary taxicab parking space(s) shall be located near the primary building entrance. Taxicab temporary parking shall count towards the total required parking spaces.

### 5.04.07. Off-Street Loading or Unloading Space Requirements

- A. At the time of construction of any of the following categories of buildings listed in Table 5-6, or at the time of structural alteration for an increase in their size or capacity, off-street loading and/or unloading spaces with adequate means of ingress and egress from a public street or access way shall be provided without interfering with the public use of streets, off-street parking spaces, or taxi stands. Off-street parking spaces and taxi stands shall not be used to meet off-street loading requirements.
- B. The dimensions, design, and location of all off-street loading spaces shall meet the requirements as outlined in this Code.
- C. Loading spaces shall not block streets, alleys, driveways, or sidewalks. Loading spaces shall not impair the movement of vehicles or pedestrians on streets, alleys, or sidewalks. Loading areas shall not use a public right-of-way or adjacent property as part of a maneuvering area, or use a public right-of-way or adjacent property as part of a temporary or permanent parking area for loading or unloading.
- D. The minimum number of off-street loading and/or unloading spaces and the design shall meet the needs of the proposed use and reasonably expected future uses, and, but shall have the minimum dimensional requirements as displayed in the following tables:

USE CATEGORY	FLOOR AREA IN SQUARE FEET	NUMBER OF SPACES REQUIRED
Retail Sales and Service, Restaurants, or	<del>1,000</del> <u>5,000</u> - 20,000	1
Similar Uses	<del>20-001 - 40,000</del> <u>20,001 - 50,000</u>	2
	Each additional <del>20,000</del> <u>25,000</u> square feet or <u>major</u> fraction <u>thereof</u>	1
Offices, Hotels, Hospitals, Nursing	30,000 - 100,000	1
Homes, Adult Congregate Living Facilities, <u>Multi-Family Project</u> or Similar Uses	Each additional 100,000 square feet or <u>major</u> fraction <u>thereof</u>	1
Arenas, Auditoriums, Stadiums,	10,000 - 50,000	1
Convention	50,001 - 100,000	2
Centers, Exhibition Halls, Museums, or Similar Uses	Over 100,000	4
Any Industrial Use and any Wholesale,	<del>15,000 40,000</del> <u>5,000 - 25,000</u>	1
Retail, and Nonresidential Storage	4 <del>0,001-100,000</del> <u>25,001 - 55,000</u>	2
Facility (Not Required for a Self-Storage	<del>100,000 - 150,000</del> <u>55,001 - 85,000</u>	3
Facility)	Each additional <del>80,000</del> <u>30,000</u> square feet or <u>major</u> fractions <u>thereof</u>	1

### Table 5 – 7 6: Loading or Unloading Space Requirements

E. Every loading space shall demonstrate adequate turning radius and movement based upon the requirements of the delivery truck and meet the following minimum dimensions:

Table 5 – $\mathbf{\xi}$ <u>/</u> : Loading Space Dimensional Requirements		
Length or Depth of Space         35 30 feet*		
Width	12 feet	
Height or Vertical Clearance	14 feet	

Table 5 – § 7: Loading Space Dimensional Requirements	Table 5 - 8 7:	Loading Spa	ce Dimensional	Requirements
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\* For tractor-trailer trucks, <u>a</u> 55-foot length is required. <u>Retail and industrial buildings</u> with 50,000 square feet of retail area or more shall have at least one loading space for tractor-trailer trucks, and buildings with 100,000 square feet of retail area or more shall have at least two loading spaces for tractor-trailer trucks, unless the applicant demonstrates a standard size loading space will suffice for one or both spaces based on the nature of the use(s).

- F. Loading spaces <u>for tractor-trailer trucks</u> shall not be located within 100 feet of any residential use or zoning district boundary. <u>Loading</u>, <u>and these</u> spaces shall be located to the rear of the principal structure and screened from view of the public right-of-way or access easement.
- G. <u>Uses Not Listed</u>. The required number of loading spaces for any use not specifically mentioned above shall be the same as the use most similar to the proposed use, or be guided by requirements for such use in other jurisdictions, or by data provided by the Institute of Transportation Engineers, or other similar studies.
- H. An adjustment in the loading requirements may be approved where it is demonstrated that the application of the loading ratios is inappropriate for a proposed use due to specific site or use conditions. The applicant must submit a site plan and operational analysis which address the rationale for reducing or increasing loading requirements. Approval shall be contingent upon the continued operation of like or similar uses as identified under the approved site plan. If there is a change in the use category of loading, a new application must be submitted.

#### 5.04.08. Shared Parking and Joint Use of Facilities

- A. The Land Use Administrator may permit the required off-street parking spaces for a use to be shared as required parking spaces for another use upon finding that:
  - 1. The shared parking spaces are in close proximity and readily accessible to the uses served thereby;
  - 2. The uses served thereby have different peak periods or the required parking is excessive for one use; and
  - 3. The design of the parking area in terms of traffic circulation, vehicular and pedestrian access, stormwater management, landscaping, open space preservation, and public safety meets the requirements of this Code.
- B. <u>A s</u>Shared parking usage <u>percentages analysis</u> shall be employed for calculating parking requirements for multiple uses, see Table 5-9.
- C. <u>Handicap</u> <u>Accessible</u> spaces shall be based on the single use parking requirement. The shared parking methodology shall only reduce the general parking requirement.
- D. Upon a finding by the Land Use Administrator that shared parking is appropriate, the Land Use Administrator shall issue a development order or approve an agreement for shared parking, which shall be recorded in the public records, and shall be enforceable by the City.

#### 5.04.09. Fleet Storage

#### A. General Requirements

The In all zoning districts except industrial zoning districts or industrial type uses in the PSP Zoning District, the following requirements apply to the storage of five or more operable and inoperable motor vehicles which are owned (includes ownership under another corporate entity for which vehicles serve the business establishment located at the site) or leased by a business establishment located on the site on which the motor vehicles are located, excluding lawful and permitted businesses that inherently require the display of motor vehicles, trailers, heavy commercial vehicles, and construction equipment (i.e. automobile dealerships, tractor dealerships, etc.).

- 1. Areas specifically designated for fleet vehicles shall be screened from public view <u>using a Tall</u> <u>Screen Planting described in Table 11-4</u> <u>Screening shall comply with the landscaping and</u> <del>buffer requirements</del> in this Code.
- 2. Fleet vehicle parking spaces and areas shall not be used to satisfy the required off-street parking for <u>its land</u> use as required in this Code.
- 3. It is prohibited and unlawful to park an inoperable motor vehicle for any part of a 24-hour period unless the motor vehicle is enclosed within a building or located within an opaque enclosure that is no less than six feet in height.
- 4. Fleet vehicles shall be clearly marked with the business' name or logo.

4. Fleet vehicles shall be used solely for the purpose of conducting activity associated with the business establishment (licensed by applicable federal, state, and local agencies) at the location where the motor vehicles are parked.

5. A business with fleet vehicles desiring to locate into an existing building in an appropriately zoned district shall establish a designated area for the fleet vehicles in compliance with this section if such area is not already established. A site plan shall be submitted to the Land Use Administrator to determine compliance.

#### **B.** Exemptions

This section does not apply to commercial motor vehicles parked during active loading and unloading for any part of a 24-hour period within areas designated as loading spaces on an approved site plan <u>or to automobiles or sport utility vehicles</u>.

#### 5.04.10. Boat and Recreational Vehicle Commercial Storage Facilities

Where boats or recreational vehicles are commercially stored outside, they shall only be stored on pavement located behind buildings or preserved wooded areas so they are generally hidden from the public rights-of-way, unless specifically permitted by Code.

## 5.04.11. Drive-Through Facilities (*This Section is being relocated from Chapter 4. Updates have also been made.*)

#### 5.04.11.01. Location

- A. A site that contains drive-through facilities shall be located on a collector or arterial road.
- B. Drive-through facilities for an automated teller machine (ATM) shall only be located on sites with a financial institution; or, if within a multi-tenant retail center or shopping center, where the applicant demonstrates that the facilities will not interfere with the safe movement of traffic.

#### 5.04.11.2. Stacking Lanes and Spaces

- A. <u>All facilities providing drive-through service shall provide stacking lanes in compliance with the standards of this section. A stacking space shall be a minimum of ten feet in width and 20 feet in length, measured starting ten feet behind the pickup window.</u>
  - 1. Drive-through lanes must be clearly distinguished from parking aisles by acceptable pavement markings or pavement color.
  - 2. <u>On-site stacking spaces must accommodate stacking demand under the typical A.M, mid-day,</u> and P.M peakhour conditions of adjacent roadways.
  - 3. <u>A twelve feet wide paved bypass lane (11 feet if the stacking lane is increased to a width of 11 feet) shall be provided for drive-through facilities, unless the City determines the bypass lane is unnecessary due to unique site conditions.</u>

- B. <u>Restaurants with drive-through facilities shall provide a minimum of nine stacking spaces. The bypass lane shall serve customers at least until they have traveled past the point where orders are taken.</u>
- C. <u>Banks</u>, financial institutions, dry cleaners, and pharmacies shall provide a minimum of four stacking spaces per lane; except for automated teller machines, which shall have three spaces per lane.
- D. <u>An automated car wash, and a manned or unmanned gatehouse or entry control structure, shall</u> provide a minimum of three stacking spaces per service lane.
- E. <u>A six feet high solid decorative wall shall be provided along all property lines abutting lots or parcels zoned or used for residential purposes in order to block lights and noise from vehicles in the stacking lanes or drive-through facility.</u>
- F. Stacking lanes shall not be located within a designated delivery area or loading zone.
- G. <u>Within the OFC-1 District, drive-through facilities may have only a single lane with a single service</u> window, unless the second lane is serviced by the same single window, or by an automated device (e.g., ATM).
- H. Uses Not Listed. The required number of stacking spaces for any use not specifically mentioned shall be the same as the use most similar to the proposed use, or be guided by requirements for such use in other jurisdictions, or data provided by the Institute of Transportation Engineers in Parking Generation, or other similar studies.
- I. <u>The Land Use Administrator may determine an increase or reduction in the stacking requirements</u> is required where it is demonstrated that the stacking number is inappropriate for a proposed use due to the property configuration, the specific nature of the use, or traffic flow patterns.
  - 1. <u>To request a modification, an applicant must submit a site plan and traffic study which address</u> the rationale for reducing the stacking requirements.
  - 2. <u>Approval shall be contingent upon the continued operation of like or similar uses as identified</u> <u>under the approved site plan.</u>
  - 3. <u>A change in the use category shall require a new application for modification.</u>

## SECTION 4. 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 to read as follows:

Section 14.02. Glossary (All related definitions have been included on this initial draft. Those not being modified will be removed later.)

Access: The street system providing access to a parking facility, sometimes involving several streets, particularly if one-way.

Access way: The place, means, or way by which pedestrians and/or vehicles shall have safe, adequate, and usable ingress and egress to a property, use, or parking space.

*Aisle, driving drive:* The traveled path through a parking facility between one or two rows of parked vehicles. *Bypass lane:* See *Lane, bypass.* 

*Clear visibility triangle:* A triangle at the intersection of two public rights-of-way, defined by the intersection of the rights-of-way lines extended, and a line joining points on those lines 25 feet from said intersection.

*Collector road:* A route providing service that is of relatively moderate average traffic volume, moderately average trip length, and moderately average operating speed. Such a route also collects and distributes traffic between local roads or arterial roads and serves as a linkage between land access and mobility needs.

<u>Continuing care retirement community</u>: An integrated residential development designed to let senior adults age in place by providing independent living units, and including either an assisted living facility where assistance with personal care is provided, or a nursing home providing long-term skilled nursing.

*Convenience store with fueling stations:* A retail store selling convenience goods that may include prepared foods with seating for on-site consumption, and having pumps for the fueling of automobiles and pickups.

*Discount superstore:* A very large retail store greater than 100,000 square feet in size that is usually part of a chain, offering a wide variety of merchandise for sale at prices typically below the market price.

*Driveway:* A private roadway providing access for vehicles to a parking space, garage, dwelling, or other structure. <u>A standard driveway is one leading to a garage for a single-family, two family, or town house residence.</u>

*Duplex:* See Dwelling-Two-family <u>A detached building intended</u>, designed and occupied as two dwelling units with a common wall or roof on a single lot.

*Dwelling or dwelling unit: (2) Two-family:* A detached building occupied by or intended, designed and occupied as two dwelling units with a common wall or roof, and with each unit located on a separate lot under separate ownership. for occupancy by two families only with separate cooking and housekeeping facilities for each.

<u>Gasoline service station:</u> A business having at least one bay for automotive services, pumps for the fueling of automobiles and pickups, and which may include limited retail sales of convenience goods.

Independent living unit: A senior adult detached or attached housing unit that is an element of a continuing care retirement community, that provides optional services for residents to receive their choice of meals, personal services, medical services, housekeeping, transportation services, and organized social/recreational activities.

*Lane:* A strip of roadway or vehicular use area specifically designated to accommodate a single line of vehicles; a narrow way or passage for a specific use such as bicycles, pedestrians, etc.

Lane, bypass: An alternative channel, passage, or route.

*Large-scale commercial center:* A commercial facility intended to function as a unit with a large-scale retailer as the anchor with shared services of other commercial uses. At least one anchor unit shall contain a minimum of 60,000 square feet.

*Large-scale retailer*: A retail or wholesale user, who occupies no less than 75,000 square feet of gross floor area, typically requires high parking to building ratios, and has a regional sales market. Regional retail/wholesale sales can include, but are not limited to, membership warehouse clubs that emphasizes bulk sales, discount stores, and department stores.

Loading space, off-street: A space logically and conveniently located for pickups or deliveries or for loading or unloading, scaled to the size of the delivery vehicles expected to use it, and accessible to such vehicles when required off-street parking spaces are occupied.

*Local road:* A route providing service that is of relatively low average traffic volume, short average trip length or minimal through-traffic movements, and high land access for abutting property.

Multi-Tenant Retail Center shall mean retail uses in one or more buildings consisting of two or more individual, unaffiliated tenants. Multi-Tenant Retail Centers include shared access connections to external roads, shared internal circulation, parking and external signs and master stormwater management areas. Multi-Tenant Retail Centers do not include outparcels.

<u>Non-vehicular non-access easement: An easement that limits or preludes legal access for any lot, tract, or</u> parcel onto a street or adjacent property or between subdivision boundaries. See also, spite strip.

Off-street loading space: See Loading space, off-street.

*Outdoor display:* An outdoor arrangement of objects, items, products, or other materials, typically not in a fixed position and capable of rearrangement, designed and used for the purpose of advertising or identifying a business, product, or service.

*Parking angle:* The angle formed by a parking stall and the wall or centerline of the facility, ranging from 90 degrees (perpendicular) to 45 degrees.

Parking design: The layout and design of a parking facility based on standard criteria.

Parking lot: A surface area for parking off the street or beyond the right-of-way.

Parking, parallel: Spaces designed parallel to the curb of a street, a lot, or a parking structure wall.

*Parking, shared:* The approved use of the same off-street parking space for two or more distinguishable uses where peak-parking demand of the different uses occurs at different times of the day.

*Parking space:* An individual parking stall. All required parking spaces shall be used for the parking of licensed/insured motorized vehicles which consist only of automobiles, trucks, vans or motorcycles associated with the residential use. Parking of nonresidential, recreational or similar use vehicles will be allowed in required spaces only if they do not displace the previously mentioned motorized vehicles. Additional spaces over the required number may be utilized or added with a site plan modification in order to provide parking for said residential, nonresidential or similar use vehicle. <u>A surface area reserved for temporary storage of one motor vehicle and connected to a street by a driveway.</u>

*Parking space, off-street*: An off-street parking space shall consist of an area adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a street or alley and maneuvering room, but shall be located totally outside of any street, alley right-of-way, or highway.

*Parking stall:* The area, usually marked with distinguishing lines, in which one vehicle is to be parked; a parking space.

*Peak period*: The period of maximum parking activity, this can be by the hour, day of week, or seasonal.

Pedestrian: A person whose mode of transportation is on foot, including a person "walking a bicycle."

*Recreation, indoor:* An indoor public or private establishment designed and equipped for the conduct of sports and leisure time activities except for electronic game promotions. Some examples include bowling alleys, game rooms, theaters, gymnasiums, pool halls, and skating rinks.

*Recreation, outdoor:* Any site where the principal use is the provision of outdoor amusements, sports, games, athletic facilities, or other outdoor recreational facilities and/or services. This term includes botanical gardens, zoological gardens, skeet and gun clubs, golf driving ranges, miniature golf, go-cart tracks, drive-in theaters, aquatic centers, and water parks, but does not include golf courses or public parks and recreational facilities.

*Restaurant, fast-food/<u>fast-casual</u>:* An eating establishment where customers order and receive their food and/or beverages at a counter, <u>select individual items prepared in front of the person, serve themselves buffet style</u>, which include a drive-in window, or service is via drive-up service. Customers may or may not consume the food or beverages on-site.

*Restaurant, sit-down*: An eating establishment where food and/or beverages are served by waitresses or waiters to patrons seated at booths or tables. or are served cafeteria or buffet style A sit-down restaurant may also provide accessory drive-through and walk-up services. If the business also sells alcoholic beverages, the sale of food products must represent at least 51 percent of the facility's total sales, or the business shall be considered a drinking establishment.

<u>Retail fulfillment distribution center</u>: A building where an e-commerce retailer can quickly deliver merchandise to online shoppers for pickup, or where the merchandise is transferred to a retail operator or local delivery service for rapid delivery to shoppers' homes or businesses.

Shopping center: An integrated group of primarily retail-oriented commercial establishments that is planned, developed, owned and managed as a unit.

*Seat:* For purposes of determining the number of off-street parking spaces for certain uses, the number of seats is the number of seating units, installed or indicated, for each 24 lineal inches of benches, pews, or space for loose chairs.

*Service station, motor vehicle:* Any building or land used for retail sale and dispensing of motor vehicle fuels or oils; may furnish supplies, equipment and minor services to motor vehicles, but only incidental to the sale and dispensing of motor vehicle fuels and oils.

*Sight triangle:* A triangular-shaped area at intersections that provides a clear line of sight for drivers at a vertical level between two feet and seven feet above the average grade at the centerline of the right-of-way. Two sides of the triangle shall be the edges of pavement along each roadway from their intersection with their lengths based on the type of roadways, and the third side being a line connecting the ends of the first two lines.

*Spite strip:* A private easement that limits or precludes legal access for any lot, tract, or parcel onto a street or adjacent property or between subdivision boundaries. See also non-vehicular non-access easement.

*Stall:* The area, usually marked with distinguishing lines, in which one vehicle is to be parked; a parking space.

Striping: Painted lines delineating stalls and circulation patterns.

*Traffic circulation:* A traffic flow pattern, such as a two-way or a one-way, for an on-street system or off-street parking facility.

*Traffic control devices:* Signs, pavement markings, and signal lights designed and installed to aid in safe and effective flow of motor vehicles across roads and parking lots.

*Traffic flow:* The pattern of traffic movement through an area or through a parking facility.

*Use, service:* An establishment where the principal use is the provision of services for individuals, business, and government establishments, and other organizations; as opposed to the selling of goods or merchandise. This term includes automotive services, business services, major vehicle service, and personal services, but does not include retailing uses, restaurants, residential social service facilities, or any industrial uses.

(1) *Service, automotive:* Where the provision of services is focused on the repair and maintenance of motor vehicles. Examples of automotive services include detailing, mechanical or interior repair, tuneups, tire sales and service, and stand-alone car washes, and similar uses. For the purpose of this Code, motor vehicle service stations are considered separately from automotive services.

(2) *Service, business:* Where the provision of services is focused on support to professional office establishments. Some examples include copy centers, secretarial service, computer rental-repair service, internet service, and similar uses.

(3) *Service, major:* Vehicle or machinery service activities that do not meet the definition of automotive service shall be classified as major service. Examples include bus, truck or train terminal/maintenance facilities, commercial or industrial machinery repair shops, and body and paint shops.

(4) *Service, personal:* A service use primarily engaged in providing services involving the care of a person, his or her apparel, pets, or small appliances. Some examples include barbershops, beauty shops, dance studios, funeral homes, pet grooming, laundromats, dry cleaners (drop-off and pick up only), health and fitness clubs, caterers, window tinting, video tape/disc rentals, consumer goods rental and service centers, and similar uses.

*Vehicle:* Any device or conveyance for transporting persons or property over the public streets, including, but not limited to, any automobile, motorcycle, motor truck, trailer, van, semi-trailer, tractor-trailer combination, commercial vehicle or trailer, recreational vehicle or trailer, <u>golf cart</u>, and boat or boat trailer but it shall not include tractors, construction equipment or machinery, or any other device used to perform a job except as stated above.

<u>Vehicle fueling position:</u> A location next to a pump island at a service station or convenience store where a single vehicle obtains fuel simultaneously while other vehicles are being fueled. Typically, one fuel dispenser will provide two vehicle fueling positions located on opposite sides of the pump island.

*Wheel stop:* A bumper or block placed at the head of a parking stall to restrain the vehicle from moving or overhanging any pedestrian access way.

**SECTION 5. 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 6. 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 7. 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 8. CONFLICTS.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

**SECTION 9. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

**APPROVED** on first reading this 18th day of September 2018.

ADOPTED on second reading after due public notice and hearing this 2nd day of October 2018.

### CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA 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: 9/18/2018

Department	PLANNING
Item Key	4191

Amount Account

Subject ORDINANCE 2018-XX VOLUNTARY ANNEXATION OF 22.7 ACRE PARCEL NORTH OF STATE ROAD 100 AND 1,000 FEET WEST OF COLBERT LANE

#### Background:

#### UPDATE FROM THE SEPTEMBER 18, 2018 BUSINESS MEETING.

This item was heard by City Council at their September 18, 2018 Business Meeting. There were no changes suggested to this item.

#### UPDATE TO THE SEPTEMBER 11, 2018 WORKSHOP

This item was heard by City Council at their September 11, 2018 Workshop. There were no changes suggested to this item.

#### ORIGINAL BACKGROUND FROM THE SEPTEMBER 11, 2018 WORKSHOP

BIA Development, LLC, has requested annexation of 22.7 +/- acres of vacant land generally located west of Colbert Lane and north of State Road 100.

The annexation of the BIA Development, LLC, the property is being accomplished in accordance with Florida Statutes, Chapter 171. The proposed annexation meets the criteria set forth in Subsection 171.043, Florida Statutes.

Character of the area to be annexed:

- The property's eastern, western, and northern boundary is contiguous to the City's boundary.
- The property is reasonably compact, is not part of another incorporated municipality and will be used for urban purposes.
- The proposed annexation will not create an enclave.

#### **Recommended Action:**

Approve Ordinance 2018-XX relating to the voluntary annexation of BIA Development, LLC, property along State Road 100, west of Colbert Lane.

#### ORDINANCE 2018-VOLUNTARY ANNEXATION BIA DEVELOPMENT, LLC, PROPERTY

AN ORDINANCE OF THE CITY OF PALM COAST, FLORIDA, ANNEXING BY VOLUNTARY PETITION PROPERTY LOCATED CONTIGUOUS TO THE CITY OF PALM COAST IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION **171.044, FLORIDA STATUTES; REDEFINING THE BOUNDARIES OF** THE CITY OF PALM COAST TO INCLUDE A PORTION OF THE PROPERTY OWNED BY BIA DEVELOPMENT, LLC, LOCATED GENERALLY 1,000' WEST OF COLBERT LANE AND NORTH OF **STATE ROAD 100; GENERALLY CONSISTING OF APPROXIMATELY** 22.7 ACRES MORE OR LESS, AS MORE PARTICULARLY DESCRIBED PROVIDING FINDINGS; HEREIN; FOR REDEFINING THE CORPORATE LIMITS OF THE CITY OF PALM COAST, FLORIDA; **PROVIDING FOR THE TAKING OF ADMINISTRATIVE ACTIONS;** PROVIDING FOR SEVERABILITY, NON-CODIFICATION AND AN **EFFECTIVE DATE.** 

WHEREAS, there has been filed with the City of Palm Coast, Florida, a petition containing the names of all of the property owners in the area described hereinafter requesting annexation to the corporate limits of the City of Palm Coast, Florida and requesting to be included therein; and

WHEREAS, the Property Appraiser of Flagler County, Florida, has certified that there is one property owner in the area to be annexed, and the City Council of the City of Palm Coast has determined that said property owners have signed a Petition for Annexation either directly or through their agents; and

WHEREAS, it has been determined that the property described hereinafter is reasonably compact and contiguous to the corporate areas of the City of Palm Coast, Florida, and it has further been determined that the annexation of said property will not result in the creation of any enclaves, and it is further determined that the property otherwise fully complies with the requirements of State law; and

WHEREAS, the City of Palm Coast, Florida, is in a position to provide municipal services for and to the property described herein, and the City Council of the City of Palm Coast, Florida, deems it in the best interest of the City to accept said petition and to annex said property; and WHEREAS, the City Council of the City of Palm Coast, Florida, has taken all actions in accordance with the requirements and procedures mandated by State law; and

**WHEREAS,** the map attached hereto as Exhibit "A" and the legal description included in this Ordinance shows, describes and depicts the property which is hereby annexed into the City of Palm Coast.

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

<u>SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS -</u> <u>ANNEXATION OF PROPERTY</u>. The recitals set forth above in the "whereas clauses" are hereby adopted as legislative findings of the City Council of the City of Palm Coast. The property as described and depicted in Exhibit "A" attached hereto, situated in Flagler County, Florida, be and the same is hereby annexed to and made a part of the City of Palm Coast, Florida, pursuant to the voluntary annexation provisions of Section 171.044, Florida Statutes.

**SECTION 2. EFFECT OF ANNEXATION.** Upon this Ordinance becoming effective, the property owners and any and all residents on the property described herein shall be entitled to all the rights and privileges and immunities as are from time-to-time granted to residents and property owners of the City of Palm Coast, Florida, as further provided in Chapter 171, Florida Statutes, and shall further be subject to the responsibilities of residence or ownership as may from time to time be determined by the governing authority of the City of Palm Coast, Florida, and the provisions of said Chapter 171, Florida Statutes.

**SECTION 3. ADMINISTRATIVE ACTIONS.** This Ordinance shall be filed with the Clerk of Circuit Court (Land Records/Recording), the chief administrative officer of Flagler County (the County Manager) and with the Florida Department of State within seven (7) days after the adoption of this Ordinance.

<u>SECTION 4. SEVERABILITY.</u> 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. NON-CODIFICATION.** The provisions of this Ordinance shall not be codified, but the annexed property shall be incorporated and included in all appropriate maps of the City Limits of the City of Palm Coast.

**<u>SECTION 6. EFFECTIVE DATE.</u>** This Ordinance shall become effective immediately upon its passage and adoption.

APPROVED on first reading the 18 day of September 2018, at a public hearing.

ADOPTED on second reading after due public notice and hearing this 2nd day of October 2018.

### CITY OF PALM COAST, FLORIDA

MILISSA HOLLAND, MAYOR

ATTEST:

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

William Reischmann Jr. Esq. City Attorney

#### **EXHIBIT A:**

#### Parcel: 10-12-31-0000-00010-0030

A parcel of land lying North of State Road 100 (200' R/W) within Government Sections 10 and 39, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as Follows:

A POINT OF REFERENCE being the northeast corner of said Government Section 10, Township 12 South, Range 31 East, thence South 01 ° 23'05" East along the East Line of Section 10 a distance of 1280.24 feet to the POINT OF BEGINNING of this description, thence continue South 01 ° 23'05" East a distance of 1328.00 feet, thence North 89°29'02" West a distance of 553.54 feet to a point of curvature, thence 1087.28 feet along the arc of a curve to the left (concave Southerly) having a central angle of 02°42'13", a radius of 23042.76 feet, a chord Bearing of South 89°09'51" West and a chord distance of 1087.18 feet to a point of tangency, thence North 01 °23'05" West a distance of 1328.00 feet, thence North 89° 37'15" East a distance of 1640.61 feet to the POINT OF BEGINNING.

#### LESS and EXCEPT

A Point of Reference being the Northeast comer of said Government Section 10, Township 12 South, Range 31 East, thence South 01°23'05" East along the East line of Section 10 a distance of 1280.24 Feet, thence South 89°37'11" West 738.00 feet to the Point of Beginning of this description, thence South 00°04' 45 East 1316.81 feet to a non-tangent curve, thence 872.51 feet along the arc to the left (Concaved south) having central angle of 02°42'13", a Radius of23,042.76 feet, a chord bearing of South 89°09'51" West and a chord distance of 872.49 feet, thence North 01 °23'05" West a distance Of 1328.00 feet, thence North 89°37'15" East a distance of 902.62 plus or minus to the Point of Beginning.

#### **EXHIBIT "A:**

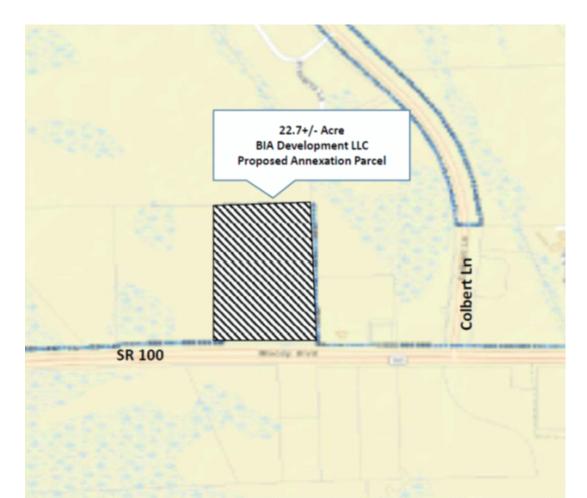
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## City of Palm Coast, Florida S Agenda Item

Agenda Date: 10/02/2018

Departmen Item Key	i <b>t</b> 4155		Amount Account	
ļ <i>4</i>	AND EAST O		4.79 ACRES LOCATED BLVD. FROM LIMITED	
on the sout	00 Develope h side of SR	100 from Limited Office	olication to rezone approx (OFC-1) to General Com almost entirely built-out a	mercial (COM-2). The
Developers	. The 4.79	-acre subject tract co	4.79 acres of vacant land nsists of two different p nd the Pinnacles Office C	arcels oriented to the
west of the	I-95 interch		se Corridor south of Flag oad North and east of S and is vacant.	
be oriented or restaura entrance of 100. Such	toward inters nt opportunit the Pinnacle	sections. The approval y to serve the Pinnacles complex and at the consistent with the mix	cepted planning principle of this rezoning would lik subdivision and the su intersection of Seminole ced-use nature of SR 100	kely create a retail and urrounding area at the Woods Blvd. and SR
limit the retain		ent to the portion of the	FP&L and drainage ease lot south of SR 100 towa	
		the Planning Land Dev City Council approve t	velopment Regulation Bo he rezoning request.	ard (PLDRB) voted (7-
Staff and the staff at the staff at the staff and the staf	ne southeaste	ecommend that the Cit ern corner of SR 100 an	y Council approve the r d Seminole Woods Parkv quested per Application 3	vay from Limited Office

#### ORDINANCE 2018-\_\_\_\_ PINNACLES ZONING MAP AMENDMENT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP AS **ESTABLISHED IN** SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND **DEVELOPMENT CODE; AMENDING THE OFFICIAL ZONING** MAP FOR AN APPROXIMATELY 4.79 +/- ACRE SUBJECT TRACT; GENERALLY LOCATED EAST OF SEMINOLE WOODS BLVD., WEST OF PINNACLES DRIVE AND SOUTH OF SR 100., DESCRIBED IN ATTACHED EXHIBIT "A" FROM LIMITED **OFFICE (OFC-1) TO GENERAL COMMERCIAL (COM-2) DISTRICT;** ZONING PROVIDING FOR **CONFLICTS;** PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-**CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.** 

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

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

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

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

- 1. The rezoning is consistent with the purposes, goals, objectives, and policies of the City of Palm Coast Comprehensive Plan;
- 2. The rezoning is compatible as defined in the Unified Land Development Code and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for rezoning;
- **3.** The rezoning will result in a logical, timely and orderly development pattern;

4. The staff report has demonstrated sufficient justification that there are changed circumstances, which would require the rezoning request.

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

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

**SECTION 2. Official Zoning Map Amended.** The 4.79 +/- acres of land, identified as portion of tax parcel identification numbers of 09-12-31-5117-00000-0090 and 09-12-5117-00000-0100, generally located east of Seminole Woods Blvd., west of Pinnacles Drive and south of SR 100 depicted in "Exhibit A" and "Exhibit B," attached hereto, is hereby amended from the Limited Office 1, (OFC-1)] to General Commercial (COM-2) zoning district.

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

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

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

Approved on first reading this 2nd day of October 2018.

Adopted on the second reading after due public notice and hearing City of Palm Coast this 16th day of October 2018.

### CITY OF PALM COAST, FLORIDA

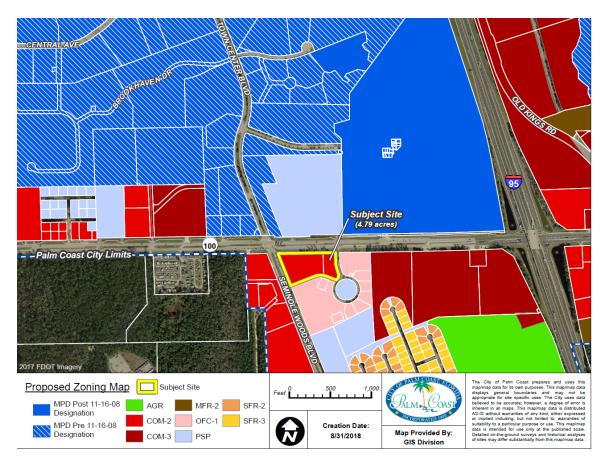
ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK

Attachments: Exhibit "A" – Revised Official Zoning Map

#### Exhibit A





#### COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT FOR APPLICATION #3727 September 18, 2018

OVERVIEW				
Application Number:	3727			
Applicant:	Charlie Faulkner for Seminole 100 Developers			
Property Description:	4.79 $\pm$ acre property located on the south side of SR 100 and Seminole Woods Blvd.			
	Property Owner: Parcel ID:	Seminole 100 Developers 09-12-31-5117-00000-0090 & 09-12-31-5117- 00000-0100		
	Current FLUM designation: Current Zoning designation: Current Use: Size of subject property:	Mixed Use Limited Office (OFC -1 Vacant 4.79 <u>+</u> acres		

Requested Action: Rezoning from Limited Office (OFC-1) to General Commercial (COM-2)

Recommendation: Approval

#### ANALYSIS

#### **REQUESTED ACTION**

Charlie Faulker, the agent for Seminole 100 Developers, has submitted an application in behalf of his client to rezone approximately 4.79 +/- acres on the south side of SR 100 from Limited Office (OFC-1) to General Commercial (COM-2).

#### **BACKGROUND/SITE HISTORY**

The subject property consists of approximately 4.79 acres of vacant land owned by Seminole 100 Developers. The 4.79 -acre subject tract consists of two different parcels oriented to the southeastern corner of Seminole Woods Blvd. and the Pinnacles Office Condominium complex.

The location is in the State Road 100 Mixed Use Corridor south of Flagler Memorial Hospital, west of the IH 95 interchange and Old Kings Road North and east of Seminole Woods Blvd.. Currently the subject site is zoned Limited Office.

From a land use perspective, it is a generally accepted planning principle that retail uses should be oriented toward intersections. If the application is approved, the presence of FP&L and drainage easements will confine the retail development to the portion of the lot south of SR 100 towards the entrance of the Pinnacles Office Complex.

The application is in effect an infill request in that these parcels have stood vacant since the development of the approval of the Pinnacles subdivision and as such, it is appropriate that the parcel's suitability for other uses be reexamined.

General Commercial (COM-2) zoning would expand the retail opportunities and as well as restaurant type uses available to serve this area and the remaining office park. Since the office park is largely developed, there is no concern about the precedent of retail uses proliferating in an unplanned manner to other locations as there might be for other office to retail rezoning requests.

In addition, the availability of retail or a restaurant use to serve the Pinnacles complex and the surrounding area may actually made future development more sustainable.

#### LAND USE AND ZONING INFORMATION

CATEGORY:	EXISTING:	PROPOSED:
Future Land Use Map (FLUM)	Mixed Use	No change proposed
Zoning District	Limited Office (OFC-1)	General Commercial (COM-2)
Overlay District	None	None
Use	Vacant	None identified
Acreage	4.79 +/- acres	4.79 +/- acres
Access	Pinnacles Drive	Pinnacles Drive

#### **USE SUMMARY TABLE:**

#### SURROUNDING LAND USES:

- NORTH: FLUM: Institutional Zoning: ROW, Public Semi Public
- SOUTH: FLUM: Mixed Use Zoning: Limited Office
- EAST: FLUM: Mixed Use Zoning: Limited Office
- WEST: FLUM: Mixed Use Zoning: Limited Office, FP&L easement, ROW, COM-2

	EXISTING	PROPOSED
Criteria	OFC-1	COM-2
Min. Lot Size	15,000 SF	20,000 SF
Min. Lot Width	100'	100'
Max. Impervious area	70 percent	70 percent
Max. Bldg. Height	75"	100"
Min. Front Setback	25' (arterial)	25 ft.(arterial)
Min. Rear Setback	10'	20 ft.
Min. Interior Side Setback	10'	10 ft.
Min. Street Side Setback	NA	20 '
FAR	.4	.4

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

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

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

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

#### Staff Finding:

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

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

• Chapter 1: Future Land Use Element:

-Policy 1.1.1.1 C. Mixed Use: This FLUM designation represents existing and future mixed-use corridors and employment centers throughout the City. A blending of uses is encouraged. -Objective 1.1.4: Discourage Urban Sprawl

-Policy 1.1.4.1: The Mixed Use land use designation is intended to provide opportunities for residents to work, shop, engage in recreational activities and attend school and religious services in reasonably close proximity to residential dwellings.

-Goal 1.3. Adequate Public Facilities. Policy 1.3.1.3. The City shall encourage development to locate in areas where the facilities, infrastructure, and services are available.

• Chapter 5: Infrastructure Element

Objective 5.1.3. Existing Facilities and Urban Sprawl. Maximize the use of existing facilities, discourage urban sprawl and coordinate future expansion plans consistent with projected needs to accommodate development in densities permitted by the Future Land Use Element of the Plan.

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

**Staff Findings**: The proposed development will be required to comply with all City requirements, subdivision and Technical Site Plan review. Further, it will be subject to all City Codes and Ordinances, including the City's Building Codes and Impact Fee requirements.

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

**Staff Finding**: Retail is a reasonable use given the mixed- use nature of the surrounding area. In addition, a retail or restaurant use may actually serve the Pinnacles office complex, reducing unnecessary trips on SR 100.

Overall the rezoning will not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants. Future development of the site must comply with the performance standards contained in Unified Land Development Code (ULDC).

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

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

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

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

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

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

B. Its impact upon the environment and natural resources;

**Staff Finding**: The site was planned for development when the Pinnacles subdivision was approved. It was intended for urban uses and has stood vacant for years. If the rezoning is approved, the proposed development will include an Environmental Assessment for conformance with the City's code.

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

**Staff Finding**: The property is currently vacant. Code compliant development onsite, whether office or retail, is preferable than a vacant lot fronting a major mixed- use corridor with existing infrastructure. The Pinnacles is already largely built- out as office.

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

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

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

**Staff Finding**: SR 100 continues to offer more services and retail opportunities. This application is not unreasonable given its timing and current development trends in this vicinity.

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

**Staff Finding**: The rezoning request is compatible with the surrounding land uses. Flagler Memorial Hospital retains substantial opportunities for future office growth as well as some infill lots nearby. The opportunity for an additional retail use or restaurant may incentivize development onsite.

G. Whether it accomplishes a legitimate public purpose:

**Staff Finding:** Yes, the rezoning accomplishes a legitimate public purpose. The rezoning of the property and subsequent retail development is consistent with the surrounding mixed- use character of the area. Already there are a number of office opportunities within proximity to the subject site.

#### PUBLIC PARTICIPATION

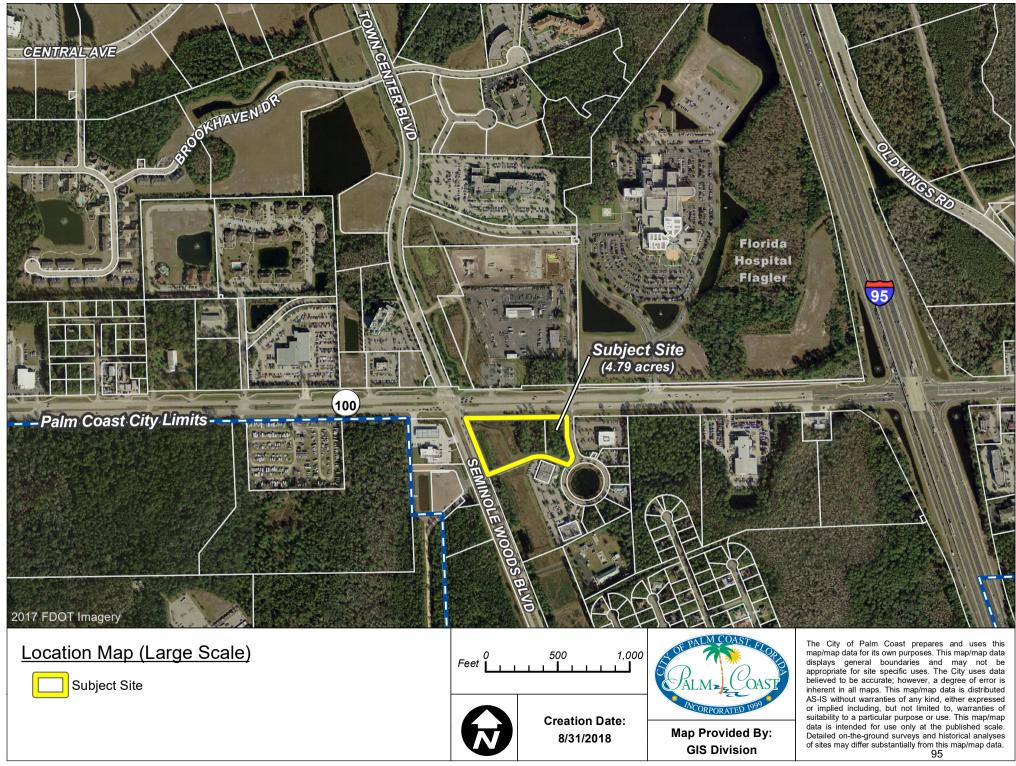
Unified Land Development Code Chapter 2, Part II, Section 2.05.02 requires developers (defined as property owners or persons who are improving property within the City) to notify owners within 300 feet and hold a neighborhood meeting for Zoning Map Amendments.

To comply with this standard, the applicant notified the property owners via regular mail on August 21st 2018, for a neighborhood meeting held on August 31, 2018 at 5:30 pm at the . An issue summary of the meeting is attached.

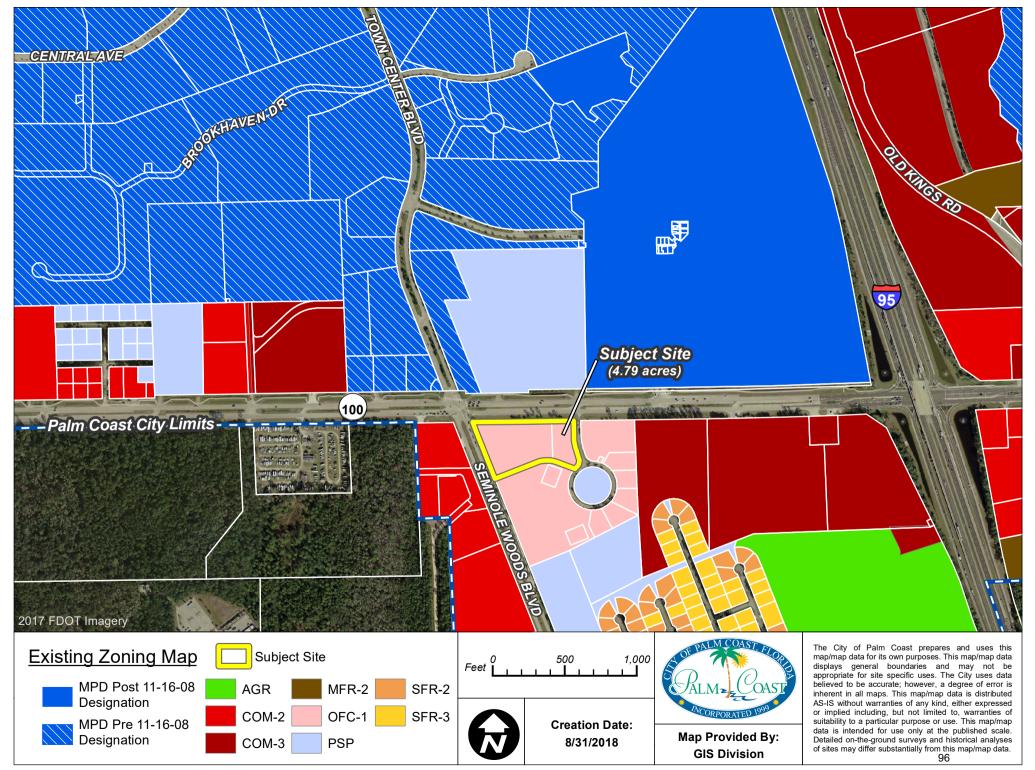
The required legal advertisement for the public hearing for the Planning and Land Development Regulation Board meeting was placed in the September 5, 2018 paper of local circulation.

#### RECOMMENDATION

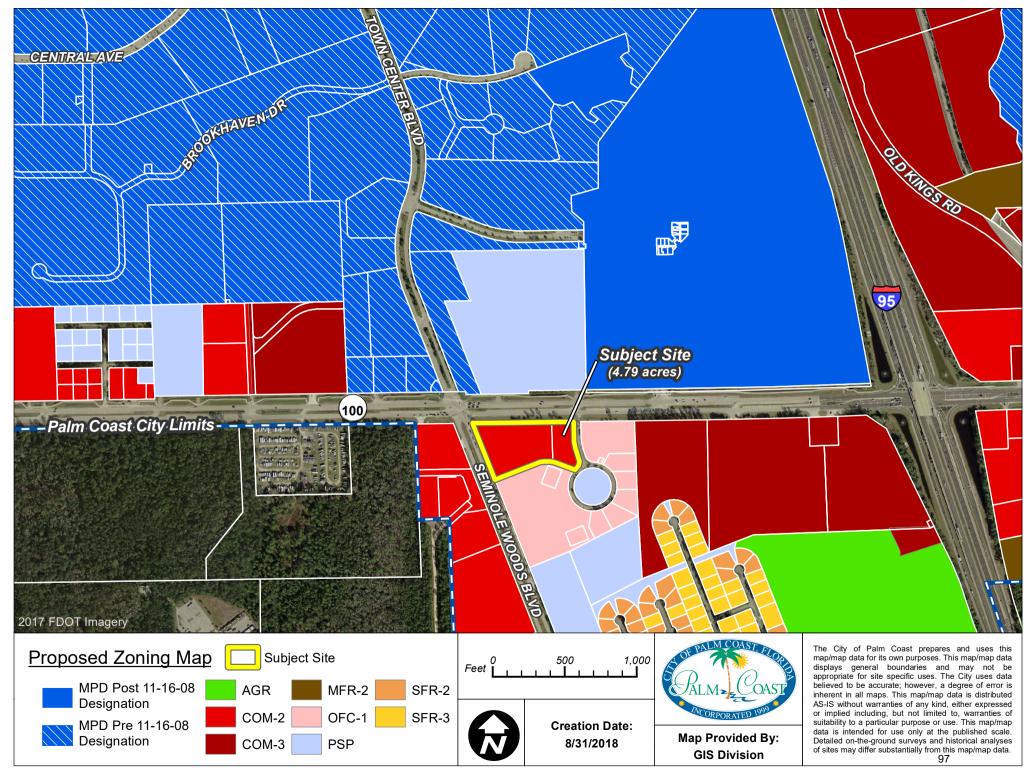
Staff recommends that the Planning and Land Development Regulation Board (PLDRB) recommend to City Council approve application number 3727 to rezone 4.79 +/- acres from Limited Office (OFC-1 to General Commercial (COM-2).



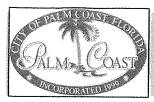
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### NOTIFICATION AFFIDAVIT FOR OFFICIAL ZONING MAP AMENDMENT (REZONING)

#### COUNTY OF FLAGLER Х STATE OF FLORIDA Х

Before me this 11 day of September, 2018 personally appeared \_CHARLIE FAULKNER\_\_\_ who after providing the Dire as

identification and who <u>did</u>, <u>did</u>, <u>did</u>, <u>did</u> not take an oath, and who being duly sworn, deposes

and says as follows: "I have read and fully understand the provisions of this instrument".

Two (2) signs have been posted on the subject property subject to a rezoning as described with Application # 3727 on 9/2/2018.

X\_\_\_ At least fourteen (14) calendar days before the hearing date advertising the date, time, and location of the Planning & Land Development Regulation Board (PLDRB)

OR

X\_\_ At least seven (7) days before the hearing date advertising the date, time, and location of the City Council hearing.

Signature of Responsible Party

CHARLIEFAULKNER\_\_\_\_\_ Printed Name

291 BYRD RD, CRESCENT CITY, FL 32112 Mailing Address	
A H	
Signature of Person Taking Acknowledgement	
Name of Acknowledger (Typed, Printed or Stamped)	JACQUELINE BBE QDNZALEZ MY COMMISSION # GG 041342 EXPIRES: February 24, 2021
Name of Acknowledger (Typed, Printed or Stamped)	EXPIRES: February 24, 2021 Bonded Thru Notary Public Underwriters

This document, once executed, must be returned to a Land Development Technician in the City of Palm Coast Community Development Department prior to the hearing date. Failure to provide document by that time will result in the application not being placed on the agenda for a public hearing.

## Neighborhood Meeting Pinnacles Rezoning

## A Neighborhood Meeting to discuss the rezoning of 4.79 acres of PARCELS # <u>09-12-31-5117-00000-0090 & 09-12-31-5117-00000-0100</u>, was held on <u>AUGUST 31, 2018,</u> <u>FROM 5:30 TILL 6:30 AT THE PALM COAST HILTON GARDEN INN.</u>

There is a total of 21 parcels within 300' of the subject properties, with 14 different owners. All were notified of the Neighborhood Meeting and requested rezoning.

One person attended the meeting; Shaw Dudley, representing Medi-Quick.

She asked what was going to be built and I explained that it could be anything allowed in the C-2 zoning classification, but it was likely to be a restaurant since that industry had been in contact with the property owner and was the genesis of the rezoning request. She thought the rezoning was a good idea and did not plan to oppose the request.

Attachments:

- A List of Property Owners with in 300' of the property,
- B Notification Letter,
- C Notification Affidavit for Rezoning,
- D Meeting Room Rental Receipt,
- F Pictures of Signs below.



CITY OF PALM COAST 160 LAKE AVENUE PALM COAST, FL 32164

FL LANDMARK COMMUNITIES, LLC 145 CITY PLACE SUITE 300 PALM COAST, FL 32164

HARRY & GRACE LLC % FRAN BATHAW 80 PINNACLES DR STE 700 PALM COAST, FL 32164

PALM COAST MEDICAL ARTS LLC 180 PINNACLES DRIVE STE 101 PALM COAST, FL 32164

RACETRAC PETROLEUM INC C/O SILVER OAK ADVISORS LLC PO BOX 2437 SMYRNA, GA 30081

SEMINOLE 100 DEVELOPERS INC 84 PINNACLES DR SUITE 200 PALM COAST, FL 32164

SEMINOLE/SR 100 PROPERTY OWNERS ASSC, INC 145 CITY PLACE SUITE 300 PALM COAST, FL 32164 CITY OF PALM COAST 160 LAKE AVENUE PALM COAST, FL 32164

FLAGLER COUNTY 1769 EAST MOODY BLVD BUNNELL, FL 32110

MEMORIAL HOSPITAL-FLAGLER INC 60 MEMORIAL MEDICAL PKWY PALM COAST, FL 32164

PINNACLES PEDS CARE PA 180 PINNACLES DRIVE PALM COAST, FL 32137

SEMINOLE 100 DEVELOPERS INC 84 PINNACLES DR SUITE 200 PALM COAST, FL 32164

SEMINOLE/SR 100 PROPERTY OWNERS ASSC, INC 145 CITY PLACE SUITE 300 PALM COAST, FL 32164

TOWN CENTER AT PALM COAST CDD 210 N UNIVERSITY DR STE 702 CORAL SPRINGS, FL 33071 D & D MEDICAL BUILDING ASSO LLC 6 OFFICE PARK DRIVE PALM COAST, FL 32137

FLORIDA POWER & LIGHT COMPANY PROPERTY TAX - PSX/JB 700 UNIVERSE BOULEVARD JUNO BEACH, FL 33408

MEMORIAL HOSPITAL-FLAGLER INC 60 MEMORIAL MEDICAL PKWY PALM COAST, FL 32164

PINNACLES PROFESSIONAL PARK COMMERCIAL CONDOMINIUM DEC REC OR 1623 PG 1493 2008 TAX ROI

SEMINOLE 100 DEVELOPERS INC 84 PINNACLES DR SUITE 200 PALM COAST, FL 32164

SEMINOLE/SR 100 PROPERTY OWNERS ASSC, INC 145 CITY PLACE SUITE 300 PALM COAST, FL 32164

TOWN CENTER AT PALM COAST CDD 210 N UNIVERSITY DR STE 702 CORAL SPRINGS, FL 33071

386-931-9147

# Faulkner & Associates

291 BYRD RD, CRESCENT CITY, FL 32112

August 22, 2018

CITY OF PALM COAST C/O IDA MEEHAN 160 LAKE AVENUE, PALM COAST, FL 32164

RE: Proposed Rezoning – Pinnacles COM-2 Adjacent Property Owner Notification of Neighborhood Meeting

Dear Property Owner:

A Neighborhood Meeting to discuss the rezoning of 4.79 acres of PARCELS # 09-12-31-5117-00000-0090 & 09-12-31-5117-00000-0100, is scheduled for AUGUST 31, 2018, FROM 5:30 TILL 6:30 AT THE PALM COAST HILTON GARDEN INN.

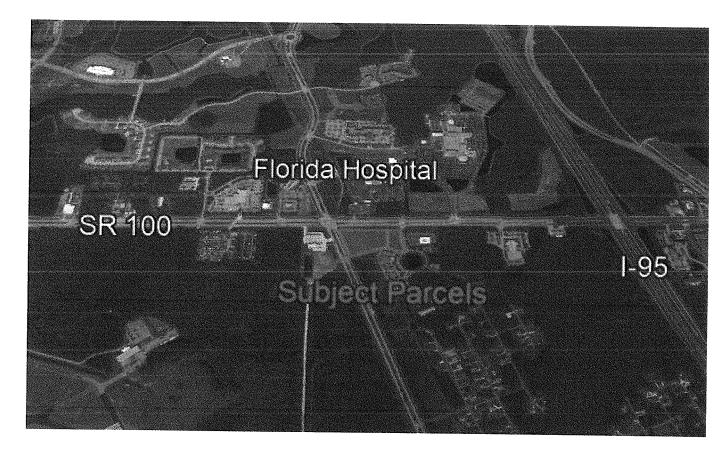
The proposal is to rezone the property from Limited Office (OFC-1) to General Commercial (COM-2). A location map of the subject property is attached below for your reference.

If you have any questions, please contact me at 386-931-9147. We look forward to seeing you at the above referenced meeting.

Sincerely,

Charlie Faulkner

Charlie Faulkner FAULKNER & ASSOCIATES, President





## NOTIFICATION AFFIDAVIT FOR OFFICIAL ZONING MAP AMENDMENT (REZONING)

#### COUNTY OF FLAGLER X STATE OF FLORIDA X

Before me this \_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_ personally appeared

\_\_\_\_CHARLIE FAULKNER\_\_ who after providing \_\_\_\_\_\_ as

identification and who \_\_\_\_\_ did, \_\_\_\_\_ did not take an oath, and who being duly sworn, deposes

and says as follows: "I have read and fully understand the provisions of this instrument".

Two (2) signs have been posted on the subject property subject to a rezoning as described with **Application** # 3727 on 9/2/2018.

\_\_\_\_X\_\_\_At least fourteen (14) calendar days before the hearing date advertising the date, time, and location of the Planning & Land Development Regulation Board (PLDRB)

#### OR

\_\_\_X\_ At least seven (7) days before the hearing date advertising the date, time, and location of the City Council hearing.

Signature of Responsible Party

\_\_\_CHARLIE FAULKNER\_\_\_\_\_ Printed Name

\_\_291 BYRD RD, CRESCENT CITY, FL 32112\_\_\_ Mailing Address

Signature of Person Taking Acknowledgement

SEAL

Name of Acknowledger (Typed, Printed or Stamped)

This document, once executed, must be returned to a Land Development Technician in the City of Palm Coast Community Development Department prior to the hearing date. Failure to provide document by that time will result in the application not being placed on the agenda for a public hearing.



Name & Address

CHARLIE FAULKNER MEETING 291 BYRD ROAD CRESCENT CITY FL 32112 UNITED STATES OF AMERICA

55 Town Center Boulevard • Palm Coast, FL 32164 Phone (386) 586-2463 • Fax (386) 586-2464 Reservations www.HGI.com or 1 877 STAY HGI (782-9444)

Room Arrival Date Departure Date

CFM 8/28/2018 12:00:00 AM 9/3/2018 12:00:00 AM

Adult/Child Room Rate

Rate Plan: HH # AL: Car:

Hilton

8/31/2018

DATE	DESCRIPTION	ID	REF. NO	CHARGES	CREDITS	BALANC	СЕ.	1
8/31/2018 8/31/2018 8/31/2018	MEETING ROOM MEETING ROOM TAX VS *1252 **BALANCE**	KNS KNS JFB	697642 697642 697643	\$50.00 \$3.50	(\$53.50)		\$0.00	WALDORF ASTORA' INFILUTION
								canopy
								(B) Hilton
								CURIO
								DOUBLETREE
								TAPESTRY COLLECTION
								EMBASSY BUITES HAUDE
								Billon Garden Inn
								(Hampton)
ACCOUNT NO.					DATE OF CHARGE	FOLIO NO./CHE 206473 A		(thu)
CARD MEMBER NA	ME				AUTHORIZATION		INITIAL	w, .:
ESTABLISHMENT N	0. & LOCATION ESTABLISHMENT AG	REES TO TRANSMIT TO CARD II	OLDER FOR PAYMENT		PURCHASES & SERV	ICES		HOMEWOOD
					TAXES			HOME
					TIPS & MISC.			@ Hilton Grand Vacations
CARD MEMBER'S SI	GNATURE							

## City of Palm Coast, Florida Agenda Item

Agenda Date : 10/02/2018

•	CITY CLERK	Amount
ltem Key	4340	Account

Subject RESOLUTION 2018-XX APPROVING A FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT WITH FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT (FDEM) RELATING TO HURRICANE IRMA EXPENSES

#### **Background :**

#### UPDATE FROM THE SEPTEMBER 25, 2018 WORKSHOP

This item was heard by City Council at their September 25, 2018 Workshop. There were no changes suggested to this item.

#### UPDATE FROM THE SEPTEMBER 25, 2018 WORKSHOP

The Department of Homeland Security Federal Emergency Management Agency has made available to the City, through the Florida Division of Emergency Management, a grant for debris removal, emergency protective measures and repair or replacement of damaged facilities related to the effects of Hurricane Irma. The grant needs to be approved by City Council and the Mayor needs to be authorized by the Council to sign the agreement and subsequent agreement amendments.

This initial agreement is for funds obligated to date in the amount of \$861,877.56. As additional amounts are obligated by FEMA, City staff will propose amendments to this contract. Total amount expected \$3.5 million.

#### **Recommended Action :**

Approve Resolution 2018-XX approving a federally-funded sub-award and grant agreement with Florida Department of Emergency Management (FDEM) relating to Hurricane Irma expenses.

#### RESOLUTION 2018 - \_\_\_\_ FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT HURRICANE IRMA EXPENSES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AN AGREEMENT WITH FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT RELATING TO HURRICANE IRMA EXPENSES; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Department of Emergency Management, (FDEM), will act as a pass through entity for reimbursements from Federal Emergency Management Agency (FEMA) relating to Hurricane Irma expenses; and

**WHEREAS**, the City of Palm Coast desires to enter into an agreement with FDEM for reimbursements from FEMA for Hurricane Irma related expenses. `

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

SECTION 1. APPROVAL OF THE AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the federally-funded subaward and grant agreement with the Florida Department of Emergency Management, as attached hereto and incorporated herein by reference as Exhibit "A".

**SECTION 2. AUTHORIZATION TO EXECUTE.** The Mayor 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 approved by the City Council of the City of Palm Coast, Florida, on this 2nd day of October 2018.

### CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachments: Exhibit A-Florida Department of Emergency Management

Approved as to form and legality

William E. Reischmann, Jr., Esquire City Attorney

#### Contract Number: Z0372

#### FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	Palm Coast, City of
Sub-Recipient's PA ID/FIPS Number:	035-54200-00
Sub-Recipient's unique entity identifier:	174541107
Federal Award Identification Number (FAIN):	4337DRFLP00000001
Federal Award Date:	9/10/2017
Subaward Period of Performance Start and End Date (Cat A-B):	9/04/2017 - 3/10/2018
Subaward Period of Performance Start and End Date (Cat C-G):	9/04/2017 - 3/10/2019
Amount of Federal Funds Obligated by this Agreement:	\$861,877.56
Total Amount of Federal Funds Obligated to the Sub-Recipient	
by the pass-through entity to include this Agreement:	\$861,877.56
Total Amount of the Federal Award committed to the Sub-Recipient	
by the pass-through entity:	\$861,877.56
Federal award project description (see FFATA)	Grant to Local Government for
	debris removal, emergency
	protective measures and repair or
	replacement of disaster damaged
	facilities
Name of Federal awarding agency:	Dept. of Homeland Security
	(DHS) Federal Emergency
	Management Agency (FEMA)

Name of pass-through entity:

Contact information for the pass-through entity:

Catalog of Federal Domestic Assistance (CFDA) Number and Name: Whether the award is Research & Development: Indirect cost rate for the Federal award: Florida Division of Emergency Management (FDEM) 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 97.036 Public Assistance N/A See by 44 C.F.R. 207.5(b)(4) THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and,

3

Palm Coast, City of (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

# (1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part
 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by <u>all</u> applicable State and Federal laws, rules and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) <u>CONTACT</u>

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests

payment.

b.	The Division's	Grant Manager for th	s Agreement is:
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е

2555 Shumard Oak Blvd. Ste. 360

Tallahassee, FL 32399-2100

Telephone: (850) 815-4456

Email: jennifer.drake@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for

the administration of this Agreement is:

Milissa Holland, Mayor

160 Lake Avenue

Palm Coast, Florida 32164

Telephone: <u>386-986-3702</u>

Email: \_\_\_\_\_\_mholland@palmcoastgov.com\_\_\_\_

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party in writing via letter or electronic email. It is the Sub-Recipient's responsibility to authorize its users in the FloridaPA.org website. Only the Authorized or Primary Agents identified on the Designation of Authority (Agents) in Attachment D may authorize addition or removal of agency users.

# (4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

# (6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. In order for a Project to be eligible for reimbursement, a modification to this agreement must be executed incorporating the Project as identified by number, budget, and scope of work. Projects not included by modification will be ineligible for funding, regardless of Federal approval for the Project.

# (7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Project List – Attachment A and Scope of Work, Deliverables and Financial Consequences – Attachment B of this Agreement.

# (8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall **end six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) <u>FUNDING</u>

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient <u>only</u> for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Project List"). The maximum reimbursement amount for the entirety of this Agreement is <u>\$1,005,523.82</u>.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient in FloridaPA.org against a performance measure, outlined in Attachment B, Scope of Work, Deliverables, and Financial Consequences, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If authorized by the Federal Awarding Agency, and if the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal

awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.
i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10)RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts.

The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of <u>five</u> (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements

and objectives of the Budget and Project List – Attachment A, Scope of Work – Attachment B, and all other applicable laws and regulations.

# IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11)AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR Office of the Inspector General 2555 Shumard Oak Boulevard 11

#### Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

Office of the Inspector General 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

### (12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative closeout report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The closeout report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Project List – Attachment A, and Scope of Work – Attachment B.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment G – Public Assistance Program Guidance.

(13)MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A

review shall be done for each function or activity in Attachment B to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

# (14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

# (15)<u>DEFAULT</u>.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)<u>REMEDIES</u>.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)TERMINATION.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible.
Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

### (18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the

solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

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ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do

business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated

companies;

iv. Execute noncompetitive contracts to consultants that are on retainer

contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an

equivalent;

vii. Specify a brand name product instead of describing the performance,

specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with

developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

I. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

# (19)ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

- c. This Agreement has the following attachments:
  - i. Exhibit 1 Funding Sources
  - ii. Attachment A Budget and Project List
  - iii. Attachment B Scope of Work, Deliverables, and Financial Consequences
  - iv. Attachment C Certification Regarding Debarment
  - v. Attachment D Designation of Authority
  - vi. Attachment E Statement of Assurances
  - vii. Attachment F Election to Participate in PA Alternative Procedures (PAAP)
  - viii. Attachment G Public Assistance Program Guidance
  - ix. Attachment H FFATA Reporting
  - x. Attachment I Mandatory Contract Provisions
  - xi. Attachment J DHS OIG Audit Issues and Acknowledgement
  - xii. Attachment K Justification of Advance Payment

# (20)PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interestbearing account unless otherwise governed by program specific waiver. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be submitted along with this agreement at the time of execution by completing Attachment K – Justification of Advance Payment. The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier within (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has

been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

# (21) REPAYMENTS

a. All refunds or repayments due to the Division under this agreement, subject to the exhaustion of appeals, are due no later than thirty (30) days from notification by the Division of funds due. FEMA only allows thirty (30) days from deobligation for the funds to be repaid before it will refer the amount to the FEMA Finance Center (FFC) for collection.

b. As a condition of funding under this Agreement, the Sub-Recipient agrees that the Recipient may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the Recipient, by FEMA or any other source, upon determination by the Recipient or FEMA that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Agreement or any other funding agreement administered by the Recipient.

c. The Sub-Recipient understands and agrees that the Recipient may offset funds due and payable to the Sub-Recipient until the debt to the State is satisfied. In such event, the Recipient will notify the Sub-Recipient via the entry of notes in FloridaPA.org.

d. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management Cashier

2555 Shumard Oak Boulevard

# Tallahassee FL 32399-2100

e. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22)MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 <u>et seq.</u>), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the <u>convicted</u> vendor list following a conviction for a public entity crime or on the <u>discriminatory</u> vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment C) for the Sub-Recipient agency and each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount unless otherwise governed by program specific waiver.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

I. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23)LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

# (24)COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

# (25)LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

# (26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

# (27)COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

# (28)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

# (29)CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

### (30)SUSPENSION AND DEBARMENT

Per 2 C.F.R. 200.213 Suspension and debarment, non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

# (31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract,

then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

# (32)<u>CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS</u> ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used <u>whenever possible</u>:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business

enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, <u>when economically feasible</u>, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, <u>where the requirement permits</u>, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, <u>as appropriate</u>, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out <u>and</u> <u>document</u> the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

\_\_\_\_\_

SUB-RECIPIENT: \_\_\_\_\_ Palm Coast, City of

Ву: \_\_\_\_\_

Name and title: Milissa Holland, Mayor

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

FEID# \_\_\_\_\_59-3614294 \_\_\_\_\_

# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

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

Name and Title: Wesley Maul, Director

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

# EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: \$861,877.56

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2017 (in effect for incidents declared on or after April 1, 2017)

Federal Program:

 Sub-Recipient is to use funding to perform eligible activities in accordance with the Public Assistance Program and Policy Guide, 2017 and approved Project Worksheet(s). Eligible work is classified into the following categories:

**Emergency Work** 

Category A: Debris Removal Category B: Emergency Protective Measures **Permanent Work** Category C: Roads and Bridges Category D: Water Control Facilities Category E: Public Buildings and Contents Category F: Public Utilities Category G: Parks, Recreational, and other Facilities

2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section 200.331(a)(1) of 2 CFR, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included on pg. 1 of this subgrant agreement and in Exhibit 1 be provided to the Sub-Recipient.

Attachment A - th Revision

# **Budget and Project List**

# Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

DR-4337	Sub	Sub-Recipient: Palm Coast, City of	n Coast,	City of						
PW Cat Project Title	H	Federal Share	Fed %	State Share	State %	Local Share	Local 7	Total Eligible Amount	POP Start Date POP End Date	POP End Date
2522 B EPM - On Going Pumping and Water Extraction		\$861,877.560.7500	0.7500	\$143,646.260.1250	0.1250	\$143,646.260.1250	0.1250	\$1,149,170.08	9/04/2017	3/10/2018
	Total:	\$861,877.56		\$143,646.26		\$143,646.26		\$1,149,170.08		

# Attachment B

# SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

# Scope of Work

Complete eligible Projects for emergency protective measures, debris removal, repair or replacement of

Disaster damaged facilities.

When FEMA has obligated funding for a Sub-Recipient's PW, the Division notifies the Sub-Recipient with a copy of the PW (or P2 Report). A Sub-Recipient may receive more than one PW and each will contain a separate Project. Attachment A, Budget and Project List of this Agreement will be modified as necessary to incorporate new or revised PWs. For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.

# **Deliverables**

### Large Projects

Reimbursement requests will be submitted separately for each Large Project. Reimbursement for Large Project costs shall be based on the percentage of completion of the individual Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project, and shall be clearly identified by the Project Number as generated by FEMA. Requests which do not conform will be returned to the Sub-Recipient prior to acceptance for payment.

Reimbursement up to 95% of the total eligible amount will be paid upon acceptance and contingent upon:

- Timely submission of Quarterly Reports (due 30 days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) at least quarterly and supported by documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this agreement.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion for each project).
- Sub-Recipient shall include a sworn Affidavit <u>or</u> American Institute of Architects (AIA) forms G702 and G703, as required below.
  - A. Affidavit. The Recipient is required to submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the following: the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the Agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.
  - B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by the Division.

Five percent (5%) of the total eligible amount (including Federal, state and local shares) will be withheld from payment until the final Request for Reimbursement (or backup for advance expenditure) has been verified as acceptable by the Division's grant manager, which must include dated certification that the Project is 100% complete. Further, all required documentation must be available in FloridaPA.org prior to release of final 5%, to include permits, policies & procedures, procurement and insurance documents.

# **Small Projects**

Small projects will be paid upon obligation of the Project Worksheet. Sub-Recipient must initiate the Small Project Closeout in FloridaPA.org within 30 days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into FloridaPA.org, selecting the Sub-Recipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to Advance the form to the next queue for review.

# **Financial Consequences:**

For any Project (PW) that the Sub-Recipient fails to complete in compliance with Federal, state and local requirements, the Division shall withhold a portion of the funding up to the full amount. Any funds advanced to the Sub-Recipient will be due back to the Division.

# Attachment C

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

# **Contractor Covered Transactions**

Palm Coast, City

- (1) The prospective subcontractor of the Sub-recipient, <u>of</u>, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

# CONTRACTOR

All Daytona Septic Tank Service, Inc.

By:

Signature

Name and Title

Street Address

City, State, Zip

Date

Palm Coast, City of

Sub-Recipient's Name Z0372

DEM Contract Number 2522

FEMA Project Number

# Attachment D

# **DESIGNATION OF AUTHORITY**

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Sub-Recipient's Primary Agent and Alternate Agent to access the FloridaPA.org system in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the state team; a note should be entered in FloridaPA.org if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FloridaPA.org as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked.

# Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FloridaPA.org Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FloridaPA.org system within 12 hours of being notified or their account will lock them out. Each user must log in within a 60-day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

**Block 1:** "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed and this person will have full access/authority unless otherwise requested).

**Block 2:** "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FloridaPA.org. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed and this contact will have full access).

**Block 3:** "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed and this contact will have full access).

**Block 4, 5, and 6:** "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between state and local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

**Block 7 – 12:** "Other" (Read Only Access) – There is no limit on "Other" contacts but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FloridaPA.org.

DESIGNATION OF AU FEMA/GRANTEE PUB	THORITY (AGENTS) LIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF Sub-Grantee: Palm Coast, City of	EMERGENCY MANAGEMENT
Box 1: Authorized Agent (Full Access)	<b>Box 2: Primary Agent</b> (Full Access)
Agent's Name Milissa Holland	Agent's Name Ginger Norberg
Signature	Signature
Organization / Official Position Mayor	Organization / Official Position Accountant
Mailing Address 160 Lake Avenue	Mailing Address 160 Lake Avenue
City, State, Zip Palm Coast, Florida 32164	City, State, Zip Palm Coast, Florida 32164
Daytime Telephone 386-986-3702	Daytime Telephone 386-986-2509
E-mail Address mholland@palmcoastgov.com	E-mail Address gnorberg@palmcoastgov.com
Box 3: Alternate Agent (Full Access)	Box 4: Other-Finance/Point of Contact (Full Access)
Agent's Name Helena Alves	Official's Name Shannon Boone
Signature	Signature
Organization / Official Position Finance Director	Organization / Official Position Chief Accountant
Mailing Address 160 Lake Avenue	Mailing Address 160 Lake Avenue
City, State, Zip Palm Coast, Florida 32164	City, State, Zip Palm Coast, Florida 32164
Daytime Telephone 386-986-3726	Daytime Telephone 386-986-3728
E-mail Address halves@palmcoastgov.com	E-mail Address sboone@palmcoastgov.com
Box 5: Other-Risk Mgmt-Insurance (Full Access)	Box 6: Other-Environmental-Historic (Full Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
The above Primary and Alternate Agents are hereby authorized to execut	e and file an Application for Public Assistance on behalf of the Sub-grantee for the

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

Sub-Grantee Authorized Agent Signature

Date

Sub-Grante	e: Palm Coast, City of	N OF EMERGENCY M	Date:	
Box 7:	Other (Read Only Access)	Box 8:	Other (Read Only Access)	
Agent's Name	Guier (Reau Only Access)	Agent's Name	<b>Other</b> (Read Only Access)	
Signature		Signature		
Organization / O	fficial Position	Organization /	Official Position	
Mailing Address		Mailing Addres	38	
City, State, Zip		City, State, Zip		
Daytime Telepho	one	Daytime Telepl	hone	
E-mail Address		E-mail Address	;	
Box 9:	Other (Read Only Access)	Box 10:	<b>Other</b> (Read Only Access)	
Agent's Name		Official's Name	e	
Signature		Signature		
Organization / O	fficial Position	Organization /	Official Position	
Mailing Address		Mailing Addres	38	
City, State, Zip		City, State, Zip		
Daytime Telepho	one	Daytime Telepl	hone	
E-mail Address		E-mail Address	3	
Box 11:	Other (Read Only Access)	Box 12:	Other (Read Only Access)	
Agent's Name		Agent's Name		
Signature		Signature		
Organization / O	fficial Position	Organization /	Official Position	
Mailing Address		Mailing Addres	SS	
City, State, Zip		City, State, Zip		
Daytime Telepho	one	Daytime Telepl	hone	
E-mail Address		E-mail Address	E-mail Address	
Sub-Grantee's	Fiscal Year (FY) Start: Month:	October Day: 1		
Sub-Grantee's	Federal Employer's Identification Number		3614294	
Nub ( rontoo'c	Grantee Cognizant Agency for Single Audi	t Purposes: Florida Divi	sion of Emergency Management	

**NOTE:** This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

REV. 09-09-2017 DISCARD PREVIOUS VERSIONS

# Attachment E

# STATEMENT OF ASSURANCES

- The Sub-Recipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.
- 2) Additionally, to the extent the following provisions apply to this Agreement, the Sub-Recipient assures and certifies that:
  - a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub-Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient to act in connection with the application and to provide such additional information as may be required.
  - b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.
  - c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.
- 3) The Sub-Recipient further assures it will:
  - a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not it will request a waiver from the Governor to cover the cost.
  - b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and local regulations.
  - c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.
  - d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.
  - e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.
  - f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.
  - g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for

themselves or others, particularly those with whom they have family, business, or other ties.

- h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:
  - i. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and
  - ii. by complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- j. With respect to demolition activities:
  - i. create and make available documentation sufficient to demonstrate that the Sub-Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;
  - ii. return the property to its natural state as though no improvements had been contained thereon;
  - iii. furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Sub-Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;
  - provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;
  - v. provide supervision over contractors or employees employed by the Sub-Recipient to remove asbestos and lead from demolished or otherwise applicable structures;
  - vi. leave the demolished site clean, level, and free of debris;
  - vii. notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;
  - viii. obtain all required permits;
  - ix. provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;
  - x. comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;
  - xi. comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and
  - xii. provide documentation of public notices for demolition activities.

- k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Sub-Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
- I. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000 <sup>00</sup> or more.
- m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.
- n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- 4) The Sub-Recipient agrees it will comply with the:
  - a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
  - b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.
  - c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.
  - d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
  - e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
  - f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
  - g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.
  - h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
  - i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase

"Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

- j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The state's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.
- k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Sub-Recipients and contractors.
- Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
- m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead based paint in construction of rehabilitation or residential structures.
- n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
- o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Sub-Recipients and contractors.
- p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Sub-Recipient, this assurance shall obligate the Sub-Recipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.

- r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.
- t. Provisions of all appropriate environmental laws, including but not limited to:
  - i. The Clean Air Act of 1955, as amended;
  - ii. The Clean Water Act of 1977, as amended;
  - iii. The Endangered Species Act of 1973;
  - iv. The Intergovernmental Personnel Act of 1970;
  - v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;
  - vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;
  - vii. The Fish and Wildlife Coordination Act of 1958;
  - viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;
  - ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.
- u. The provisions of all Executive Orders including but not limited to:
  - i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
  - ii. EO 11514 (NEPA).
  - iii. EO 11738 (violating facilities).
  - iv. EO 11988 (Floodplain Management).
  - v. EO 11990 (Wetlands).
  - vi. EO 12898 (Environmental Justice).
- 5) For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988.

This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Sub-Recipient by FEMA. The Sub-Recipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-Recipient, its successors, transferees, and assignees

#### FOR THE SUBGRANTEE/SUB-RECIPIENT :

Signature

Milissa Holland, Mayor

Printed Name and Title

Date

#### Attachment F

#### Election of Participation in Public Assistance Alternative Procedures (PAAP) Pilot Program

Should the Sub-Recipient desire to utilize the Public Assistance Alternative Procedures provisions of the Sandy Recovery Improvement Act (Division B of P.L. 113-2), execution of a Supplemental Funding Agreement covering specific aspects of the Alternative Procedures Package is required of the Sub-Recipient prior to the payment of such funds by the State as the Recipient.

Payments processed under the Alternative Procedures provisions will be requested as an advance and are exempt from advance requirements covered by Section 216.181(16), Florida Statutes. They will, however, be treated as an advance for purposes of Requests for Reimbursement (RFRs) and satisfaction of the requirement that ninety percent (90%) of previously advanced funds must be accounted for prior to receiving a second advance.

In order to elect to participate in the PAAP program for one of the following options, you must read the Guidance found at <u>https://www.fema.gov/alternative-procedures</u> and then complete the required documents on the following pages. The documents can be found under the Permanent Work section of the webpage in editable .pdf format if preferred.

#### PAAP for Debris Removal (Category A) Required Documents:

 Public Assistance for Alternative Procedures Pilot Program for Debris Removal Acknowledgement <u>https://www.fema.gov/media-library-data/1504811965699-</u> 24dfda9ae3e22d450582563bdb62e0f1/APPENDIX A Revised for limited sliding scale 8-23-17.pdf

#### PAAP for Permanent Work (Categories C-G) Required documents:

- Fixed Subgrant Agreement Letter
   <u>https://www.fema.gov/media-library-data/1388154577585-</u>
   <u>398aea786c6aedbd048c371270fd7b22/508 PA Alternative Procedures Pilot Program\_Perman
   ent\_Work\_Fixed\_Subgrant\_Agreement\_Letter%2012-13-13.pdf</u>
- Public Assistance Alternative Procedures Pilot Program for Permanent Work Acknowledgement <u>https://www.fema.gov/media-library-data/1388155802544-</u> <u>11629c78f8308b5c4120deb135460129/PA\_Alternative\_Procedures\_Pilot\_Program\_Permanent\_</u> Work\_Acknowledgement%2012-13-13.pdf

All PAAP Related Documents (guides, Fact Sheets, Standard Operating Procedures, FAQs, Archived Docs, etc.) may be found at: <a href="https://www.fema.gov/media-library/assets/documents/115868">https://www.fema.gov/media-library/assets/documents/115868</a>

# Note: PAAP Pilot Program Guide for Debris Removal (Version 5) published June 28, 2017 contains the following changes:

The Public Assistance Alternative Procedures Pilot Program for Debris Removal has been extended for one year to June 27, 2018. As part of the extension, FEMA will only authorize the sliding scale provision in events with significant debris impacts. The other three provisions available under the Pilot remain unchanged.

For disasters declared on or after August 28, 2017, FEMA is limiting the usage of the pilot's sliding scale provision to high impact incidents that meet the following criteria: high concentration of localized damage;

large quantities of debris (over \$20M or 1.5 million cubic yards); and disasters declared very soon after the incident (8 days) to incentivize rapid debris removal.

This guide is applicable to disasters declared on or after June 28, 2017. The changes to the sliding scale provision are applicable to disasters declared on or after August 28, 2017. This version of the pilot guide supersedes the previous pilot guide for debris removal (V4) which was published June 28, 2016.

Appendix

# **APPENDIX - A**

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## Public Assistance Alternative Procedures Pilot Program for Debris Removal Acknowledgement

In accordance with the Sandy Recovery Improvement Act of 2013, the Federal Emergency Management Agency (FEMA) is implementing alternative procedures for the Public Assistance (PA) Program through a pilot program.

As a representative of the subgrantee, we elect to participate in the following:

- Accelerated Debris Removal increased federal cost share (sliding scale)
- □ Recycling Revenue (Subgrantee retention of income from debris recycling without a grant offset)
- □ One-time incentive for a FEMA-accepted debris management plan and identification of at least one pre-qualified contractor

Reimbursement of straight time force account labor costs for debris removal

- 1. The pilot is voluntary and the subgrantee must apply the selected alternative procedures to all of its debris removal subgrants.
- 2. For the sliding scale, the subgrantee accepts responsibility for any costs related to debris operations after six months from the date of the incident unless, based on extenuating circumstances, FEMA grants a time extension.
- 3. The subgrantee acknowledges that FEMA may request joint quantity evaluations and details regarding subgrantee operations necessary to assess the pilot program procedures.
- 4. All contracts must comply with local, state, and federal requirements for procurement, including provisions of 44 CFR Part 13.
- 5. The subgrantee must comply with all federal, state and local environmental and historic preservation laws, regulations, and ordinances.
- 6. The Office of Inspector General may audit any subgrantee and/or subgrant.

Signature of Subgrantee's Authorized Representative

Alves - Finance Director Plena

PALM COAST, CITY OF 035-54200-02

□ We elect to <u>not</u> participate in the Alternative Procedures for Debris Removal.

Printed name and Title

June 27, 2014

Signature and Date

# NOT APPLICABLE

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#### FIXED SUBGRANT AGREEMENT LETTER

DATE: \_\_\_\_\_

To Address:

To FEMA:

We understand that by participating in this pilot program we will be reimbursed for allowable costs in accordance with 44 CFR § 13.22(b) – "Applicable cost principles", the reimbursement will not exceed the fixed estimate. We also understand that by agreeing to this fixed estimate, we will not receive additional funding related to the facilities or sites included in the subgrant. We also acknowledge that failure to comply with the requirements of applicable laws and regulations governing assistance provided by FEMA and the PA alternative procedures pilot program guidance (such as procurement and contracting; environmental and historic preservation compliance; and audit and financial accountability) may lead to loss of Federal funding.

Signature of Sub-Recipient's Authorized Representative

Printed Name and Title

Signature of Grantee's Authorized Representative

Date

Date

Printed Name and Title

#### Public Assistance Alternative Procedures Pilot Program for Permanent Work Acknowledgement

In accordance with the Sandy Recovery Improvement Act of 2013, the Federal Emergency Management Agency (FEMA) is implementing alternative procedures for the Public Assistance (PA) Program through a pilot program. As a representative of the Sub-Recipient, our agency understands the following:

1. We plan to participate in the following elements:

□ Subgrants based on fixed estimates, and as the Sub-Recipient, accept responsibility for costs

above the estimate

Consolidation of multiple fixed subgrants into a single subgrant

□ FEMA validation of Sub-Recipient-provided estimates

Elimination of reduced eligible funding for alternate projects

□ Use of excess funds

□ Review of estimates by an expert panel for projects with a Federal share of \$5 million or greater

2. The pilot is voluntary, and a Sub-Recipient may participate in alternative procedures for one or more large project subgrants.

3. If the Sub-Recipient accepts a fixed subgrant estimate, the Sub-Recipient understands they are responsible for all costs greater than the fixed amount.

4. The Sub-Recipient agrees to notify the Grantee regarding the specific use of excess funds.

5. All contracts must comply with local, State, and Federal requirements for procurement, including provisions of 44 CFR Part 13.

6. The Office of Inspector General may audit any Sub-Recipient and/or subgrant.

7. EHP review must be completed for all subgrants, including cases where new scopes of work would require EHP compliance, before the subgrant scope of work is implemented. Failure to comply with this requirement may lead to loss of Federal funding.

8. The Sub-Recipient may submit appeals in accordance with 44 CFR§206.206. However, FEMA will not consider appeals solely for additional costs on fixed subgrants.

 Signature of Sub-Recipient's Authorized Representative
 Date

 Milissa Holland, Mayor
 Printed Name and Title

 Palm Coast, City of
 035-54200-00

 Sub-Recipient Name
 PA ID Number

X We elect to **not** participate in the Alternative Procedures for Permanent Work.

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# Attachment G

#### PUBLIC ASSISTANCE PROGRAM GUIDANCE

#### GRANTEE'S/RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM (FloridaPA.org)

Sub-Recipient s must use the Grantee's/Recipient's web-based project management system, FloridaPA.org, (available at www.FloridaPA.org) to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Sub-Recipient. The Sub-Recipient is required to have working knowledge of the FloridaPA.org system.

#### **PROJECT DOCUMENTATION**

The Sub-Recipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Applicant should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project**. In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the FloridaPA.org website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Sub-Recipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Sub-Recipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at \$5,000<sup>00</sup> or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

#### **INTERIM INSPECTIONS**

Interim Inspections may be requested by the Sub-Recipient, on both small and large projects, to:

- i. conduct insurance reconciliations;
- ii. review an alternate scope of work;
- iii. review an improved scope of work; and/or
- iv. validate scope of work and/or cost.

Interim Inspections may be scheduled and submitted by the Recipient as a request in FloridaPA.org under the following conditions:

- i. a quarterly report has not been updated between quarters;
- ii. the Sub-Recipient is not submitting Requests for Reimbursement (RFR's) in a timely manner;

- iii. requests for a Time Extension have been made that exceed the Grantee's/ Recipient's authority to approve; and/or
- iv. there are issues or concerns identified by the Recipient that may impact funding under this agreement.

#### PROJECT RECONCILIATION AND CLOSEOUT

The purpose of closeout is for the Sub-Recipient to certify that all work has been completed. To ensure a timely closeout process, the Sub-Recipient should notify the Recipient within sixty (60) days of Project completion.

The Sub-Recipient should include the following information with its closeout request:

- Certification that project is complete;
- Date of project completion; and
- Copies of any Recipient time extensions.

#### Large Projects

With exception of Fixed Cost Estimate Subawards, Alternate Projects and Improved Projects where final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount; the Sub-Recipient should provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Sub-Recipient should provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Sub-Recipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Applicant must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG Chapter 2:VII.G and guidance provided at <a href="http://www.fema.gov/alternative-procedures">http://www.fema.gov/alternative-procedures</a>.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

#### **Small Projects**

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate and actual costs for completing the eligible SOW differ from the estimated amount. FEMA only adjusts the approved amount on individual Small Projects if one of the following conditions applies:

- The Sub-Recipient did not complete the approved SOW;
- The Sub-Recipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Sub-Recipient may request additional funding if the total actual cost of all of its Small Projects combined exceeds the total amount obligated for all of its Small Projects. In this case, the Sub-Recipient must request the additional funding through the appeal process, described in the

PAPPG Chapter 3:IV.D, within sixty (60) days of completion of its last Small Project. FEMA refers to this as a net small project overrun appeal. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts.

To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

#### TIME EXTENSIONS

FEMA only provides PA funding for work completed and costs incurred within regulatory deadlines. The deadline for Emergency Work is 6 months from the declaration date. The deadline for Permanent Work is 18 months from the declaration date.

Deadlines for Completion of Work		
Type of Work Months		
Emergency Work	6	
Permanent Work	18	

If the Applicant determines it needs additional time to complete the project, including direct administrative tasks related to the project, it must submit a written request for a time extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and
- The project timeline with the projected completion date

The State (FDEM) has the authority to grant limited time extensions based on extenuating circumstances or unusual project requirements beyond the control of the Sub-Recipient.

It may extend Emergency Work projects by 6 months and Permanent Work projects by 30 months. FEMA has authority to extend individual project deadlines beyond these timeframes if extenuating circumstances justify additional time. This applies to all projects with the exception of those funded under the PAAP Accelerated Debris Removal procedure and projects for temporary facilities.

With exception of debris removal operations funded under the Accelerated Debris Removal Procedure of the Alternative Procedures Pilot Program, FEMA generally considers the following to be extenuating circumstances beyond the Applicant's control:

- Permitting or EHP compliance related delays due to other agencies involved
- Environmental limitations (such as short construction window)
- Inclement weather (site access prohibited or adverse impact on construction)

FEMA generally considers the following to be circumstances within the control of the Applicant and not justifiable for a time extension:

- Permitting or environmental delays due to Applicant delays in requesting permits
- Lack of funding
- Change in administration or cost accounting system
- Compilation of cost documentation

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Applicant must still complete the approved SOW for funding to be eligible. FEMA deobligates funding for any project that the Applicant does not complete. If the Applicant completes a portion of the approved

SOW and the completed work is distinct from the uncompleted work, FEMA only deobligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Applicant restores only two of the three facilities, FEMA only deobligates the amount related to the facility that the Applicant did not restore.

Request should be submitted prior to current approved deadline, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions
- Construction timeline / project schedule in support of requested time
- Basis for time extension request:
  - o Delay in obtaining permits
    - Permitting agencies involved and application dates
  - Environmental delays or limitations (e.g., short construction window, nesting seasons)
    - Dates of correspondence with various agencies
    - Specific details
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction)
  - o Specific details
  - Other reason for delay
    - Specific details

Submission of a request does not automatically grant an extension to the period of performance. Without an approved time extension from the State or FEMA (as applicable), any expenses incurred outside the P.O.P. are ineligible.

#### INSURANCE

The Sub-Recipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Sub-Recipient further understands and agrees that If Public Assistance funding is obligated for work that is subsequently determined to be covered by insurance and/or other sources of funding, FEMA must deobligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Sub-Recipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than \$5,000<sup>00</sup>.

In addition to the preceding requirements, the Sub-Recipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Sub-Recipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Public Assistance Program and Policy Guide further states "If the Applicant does

not comply with the requirement to obtain and maintain insurance, FEMA will deny or deobligate

PA funds from the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

The Sub-Recipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Sub-recipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Sub-Recipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

#### **DUPLICATION OF BENEFITS**

The Sub-Recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

The Sub-Recipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

In the event the Recipient determines the Sub-Recipient has received duplicate benefits, the Sub-Recipient gives the Grantee/ Recipient and/or the Chief Financial Officer of the State of Florida, the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively, at law, or at equity, to recover such benefits.

#### COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS

The Sub-Recipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Sub-grantee/Sub-Recipient, and any land use permitted by or engaged in by the Sub-grantee/Sub-Recipient, must be consistent with the local government comprehensive plan.

The Sub-Recipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Sub-Recipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

#### FUNDING FOR LARGE PROJECTS

Although Large project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Sub-Recipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of actual costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).

The submission from the Sub-Recipient requesting this reimbursement must include:

- a) a Request for Reimbursement (available in FloridaPA.org);
- b) a Summary of Documentation (SOD) which is titled Reimbursement Detail Report in FloridaPA.org and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and
- c) the FDEM Cost Claim Summary Workbook (found in the Forms section of FloridaPA.org), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

#### ADVANCES

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment. Notwithstanding Paragraph 9) Funding, in the Agreement, these payments are not bound by Section 216.181(16), Florida Statutes.

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.

2. All advances must be held in an interest-bearing account with the interest being remitted to the Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.

3. In order to prepare a Request for Advance (RFA) the Sub-Recipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Sub-Recipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.

4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.

5. The Sub-Recipient must complete a Request for Reimbursement (RFR) via FloridaPA.org no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.

6. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.

7. The Recipient may advance funds to the Sub-Recipient, not exceeding the Federal share, only if the Sub-Recipient meets the following conditions:

a) the Sub-Recipient must certify to the Recipient that Sub-Recipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;

b) the Sub-Recipient must submit to the Recipient the budget supporting the request.

8. The Sub-Recipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance;

9. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Sub-Recipient if the Recipient reasonably expects that the Sub-

Recipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Sub-Recipient was improper.

#### **DESIGNATION OF AGENT**

The Sub-Recipient must complete Attachment D by designating at least three agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts.

NOTE: This is very important because if contacts are not updated, notifications made from FloridaPA.org may not be received and could result in failure to meet time periods to appeal a Federal determination.

#### DUNS Q&A

#### What is a DUNS number?

The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

#### Who needs a DUNS number?

Any *institution* that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

#### How do I get a DUNS number?

Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement applicants/prospective applicants. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 - 10 minutes and you will receive your DUNS number at the conclusion of the call. 1-866-705-5711

#### What do I need before I request a DUNS number?

Before you call D&B, you will need the following pieces of information:

- Legal Name
- Headquarters name and address for your organization
- Doing business as (dba) or other name by which your organization is commonly recognized
- Physical address
- Mailing address (if separate from headquarters and/or physical address)
- Telephone number
- Contact name and title
- Number of employees at your physical location

#### How much does a DUNS number cost?

There is no charge to obtain a DUNS number.

#### Why does my institution need a DUNS number?

New regulations taking affect Oct. 1, 2003 mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

#### How do I see if my institution already has a DUNS number?

Call the toll free number above and indicate that you are a Federal grant and/or cooperative agreement applicant. D&B will tell you if your organization already has a number assigned. If not, they will ask if you wish to obtain one.

#### Should we use the +4 extension to the DUNS number?

Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

#### Is there anything special that we should do for multi-campus systems?

Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH grantees, if each campus submits grant applications as a unique grantee organization, then each campus needs to obtain their own DUNS number.

#### Does the DUNS number need to be included on individual fellowship applications?

Yes with one exception. It is the DUNS number of the sponsoring institution that should be put on the application. Individual Kirschstein-NRSA fellowships that propose training at Federal laboratories do not require a DUNS number.

What does the DUNS number have to do with the Central Contractor Registry (CCR), soon to be the

#### Business Partner Network (BPN)?

Registration in the CCR is mandatory for anyone wishing to submit a grant application electronically through Grants.gov. Your organization will need a DUNS number in order to register in the CCR. The CCR is the central registry for organizations that have received Federal contracts. If your organization has received Federal contracts, it is already registered in the CCR, but this is a good opportunity to verify that your organization information is up to date. For more information about the CCR, please visit the CCR web site at: www.ccr.gov.

#### What should we do if our institution has more than 1 DUNS number?

Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

#### Does this apply to non-US organizations?

Yes, this new requirement applies to all types of grantee organizations including foreign, non-profit, for profit as well as for state and Federal government agencies.

#### Does this apply to non-competing progress reports?

No. This new requirement applies only to competing applications.

#### Are there any exceptions to the new DUNS number rules?

Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement. Also individual Kirschstein-NRSA fellowships that propose training at Federal laboratories do not require a DUNS number.

#### Who at my institution is responsible for requesting a DUNS number?

This will vary from institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

We are an organization new to Federal grant funding so we obviously need a DUNS number. But we

don't want to be included in any marketing list. What can we do?

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

#### Who do we contact if we have questions?

If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at <a href="mailto:swab@omb.eop.gov">swab@omb.eop.gov</a>.

#### Substitute Form W-9

For the purpose of this Agreement, a Sub-Recipient is also a Vendor.

The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services or make payments to any vendor that does not have a verified Substitute W-9 on file with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at <a href="https://fivendor.myfloridacfo.com">https://fivendor.myfloridacfo.com</a>.

#### Attachment H

#### FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) INSTRUCTIONS AND WORKSHEET

**PURPOSE**: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on Federal awards (Federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

#### ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a subaward (Agreement) that obligates \$30,000 or more in Federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: N/A – Do not Complete			
FUNDING AGENCY: _ Federal Emergency Management Agency			
AWARD AMOUNT:	\$ 861,877.5	6	
OBLIGATION/ACTION DATE:		August 24, 2018	
SUBAWARD DATE (if applicable):			

DUNS#: <u>174541107</u> DUNS# +4:

\*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME:	Palm Coast, City of		
DBA NAME (IF APPLIC	ABLE):		
PRINCIPAL PLACE OF	BUSINESS ADDRESS:	160 Cypress Point Parkway, Suite B-106	
ADDRESS LINE 1: 160 Lake Avenue			

 ADDRESS LINE 2:

 ADDRESS LINE 3:

 CITY
 Palm Coast

 STATE
 FL

PARENT COMPANY DUNS# (if applicable):

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): 97.036

DESCRIPTION OF PROJECT (Up to 4000 Characters)

Complete eligible Projects for repair or replacement of Disaster damaged facilities.

# PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1:			
ADDRESS LINE 2:			
ADDRESS LINE 3:			
CITY	STATE	ZIP CODE+4**	

#### CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

\*\*Providing the Zip+4 ensures that the correct Congressional District is reported.

#### **EXECUTIVE COMPENSATION INFORMATION:**

 In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes 🗌 🛛 No 🛛

# If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
 Yes □ No □

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http://www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR"

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**appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.** For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

<u>"Total Compensation"</u> is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

#### TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion \_\_\_\_\_)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE:

NAME AND TITLE: Milissa Holland, Mayor

DATE: \_\_\_\_\_

## Attachment I

#### **Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 CFR Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

#### Pt. 200, App. II

agency's Federal awards may include. Pro-viding this information lets a potential ap-plicant identify any requirements with which it would have difficulty complying if its application is successful. In those cases, early notification about the requirements al-lows the potential applicant to decide not to apply or to take needed actions before re-ceiving the Federal award. The announce-ment need not include all of the terms and need need to the field all of the terms and conditions of the Federal award, but may refer to a document (with information about how to obtain it) or Internet site where ap-plicants can see the terms and conditions. If this funding opportunity will lead to Federal considering the proceeding the second dediawards with some special terms and condi-tions that differ from the Federal awarding agency's usual (sometimes called "general") terms and conditions, this section should highlight those special terms and conditions. Doing so will alert applicants that have re-ceived Federal awards from the Federal awarding agency previously and might not otherwise expect different terms and conditions. For the same reason, the announce-ment should inform potential applicants about special requirements that could apply to particular Federal awards after the review of applications and other information, based on the particular circumstances of the effort to be supported (e.g., if human subjects were to be involved or if some situations may juatify special terms on intellectual property,

ata sharing or security requirements). 3. Reporting—Required. This section must include general information about the type (e.g., financial or performance), frequency, and means of submission (paper or elec-tronic) of post-Federal award reporting ra-quirements. Highlight any special reporting requirements for Federal awards under this funding opportunity that differ (e.g., by renumber of the second se ments such as those at 2 CFR 180.335 and 2 CFR 180.350

If the Federal share of any Federal award If the rederat share of any rederal award may include more than \$500,000 over the pe-riod of performance, this section must in-form potential applicants about the post award reporting requirements reflected in Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters Matters

#### G. FEDERAL AWARDING AGENCY CONTACT(S)-REQUIRED

The announcement must give potential applicants a point(s) of contact for answering questions or helping with problems while the funding opportunity is open. The intent of this requirement is to be as helpful as pos-sible to potential applicants, so the Federal awarding agency should consider approaches such as giving: i. Points of contact who may be reached in

multiple ways (e.g., by telephone, FAX, and/ or email, as well as regular mail).

ii. A fax or email address that multiple people access, so that someone will respond even if others are unexpectedly absent furing critical periods.

iii, Different contacts for distinct kinds of help (e.g., one for questions of programmatic content and a second for administrative questions)

#### H. OTHER INFORMATION-OPTIONAL

This section may include any additional information that will assist a potential ap-plicant. For example, the section might: i. Indicate whether this is a new program

or a one-time initiative. ii. Mention related programs or other up coming or ongoing Federal awarding agency funding opportunities for similar activities.

iii. Include current Internet addresses for Federal awarding agency Web sites that may be useful to an applicant in understanding the program.

iv. Alert applicants to the need to identify proprietary information and inform them about the way the Federal awarding agency will handle it. v. Include certain routine notices to appli-

cants (e.g., that the Federal Government is not obligated to make any Federal award as a result of the announcement or that only grants officers can bind the Federal Govern-ment to the expenditure of funds).

[78 FR 78608, Dec. 26, 2013, as amended at 80 FR 43310, July 22, 2015]

APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTI-TY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provi-sions covering the following, as applicable. (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisi-tion Regulations Council (Councils) as au-thorized by 41 U S C. 1998, must address adthorized by 41 U.S.C. 1998, must address ad-ministrative, contractual, or legal remedies in instances where contractors violate or In instances where contractors violate of breach contract terms, and provide for such sanctions and penalties as appropriate.
 (B) All contracts in excess of \$10,000 must

(B) All contracts in excess of sloudowness address termination for cause and for con-venience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

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#### OMB Guidance

(C) Equal Employment Opportunity, Ex-cept as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction con-tract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Oppor-tunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp. p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Oppor-tunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment

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Opportunity, Department of Labor." (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Fi-nanced and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the De-partment of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal en-tity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensa-tion to which he or she is otherwise entitled. The non-Federal entity must report all sus pected or reported violations to the Federal

 (E) Contract Work Hours and Safety
 (E) Contract Work Hours and Safety
 Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that in-volve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR

Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is comensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be re-quired to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of par-ties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the re-quirements of 37 CFR Part 401, "Rights to In-ventions Made by Nonprofit Organizations and Small Business Firms Under Governand the second s

the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regula-tions issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180,220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclu-"Department and Suspension." SAM EXcur-sions contains the names of parties debarred, suspended, or otherwise excluded by agen-cies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid

#### Pt. 200, App. III

for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a or employee of congress, or an employee of a member of Congress in connection with ob-taining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in con-nection with obtaining any Federal award. Such disclosures are forwarded from tier to tier unto the non-Federal award. tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

APPENDIX III TO PART 200-INDIRECT (F&A) COSTS IDENTIFICATION AND Assignment, and Rate Determina-tion for Institutions of Higher EDUCATION (IHES)

#### A. GENERAL

A. GENERAL This appendix provides criteria for identi-fying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an in-structional activity, or any other institu-tional activity. See subsection B.I. Defini-tion of Facilities and Administration, for a discussion of the components of indirect (F&A) costs. (F&A) costs.

#### 1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institu-tional activities as defined in this section:

a. Instruction means the teaching and training activities of an institution. Except for research training as provided in sub-section b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic depart-ments or separate divisions, such as a sum-mer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

 Sponsored instruction and training means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost prin-ciples, this activity may be considered a major function even though an institution's

#### 2 CFR Ch. II (1-1-17 Edition)

accounting treatment may include it in the instruction function.

instruction function.
(2) Departmental research means research, development and scholarly activities that are not organized research and, con-sequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the in-struction function, but as a part of the in-struction function of the institution.
(3) Only mandatory cost sharing or cost sharing specifically committed in the project budget must be included in the organized re-search base for computing the indirect (F&A)

search base for computing the indirect (F&A) cost rate or reflected in any allocation of in-direct costs. Salary costs above statutory limits are not considered cost sharing.

b. Organized research means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

for, It includes: (1) Sponsored research means all research and development activities that are spon-sored by Federal and non-Federal agencies and organizations. This term includes activi-ties involving the training of individuals in research technicare (comments celled reresearch techniques (commonly called research training) where such activities utilize the same facilities as other research and de-velopment activities and where such activi-ties are not included in the instruction function

University research means all research (2) University research means all research and development activities that are sepa-rately budgeted and accounted for by the in-stitution under an internal application of in-stitutional funds. University research, for purposes of this document, must be com-bined with sponsored research under the function of organized research. c. Other sponsored activities means programs

c. Other sponsored activities means programs and projects financed by Federal and non-Federal agencies and organizations which in-volve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service proservice projects and community service pro-grams. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities. d. Other institutional activities means all ac-tivities of an institution except for instruc-tion demutranted research exception to

tion, departmental research, organized retion, departmental research, organized re-search, and other sponsored activities, as de-fined in this section; indirect (F&A) cost ac-tivities identification and assignment of in-direct (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part. Examples of other institutional activities include operation of residence halls, dining halls, homitals and clinics. Student unions.

halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other

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#### Attachment J DHS OIG AUDIT ISSUES and ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Sub-Recipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

- 1. Non Competitive contracting practices.
- 2. Failure to include required contract provisions.
- 3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
- 4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

- 1. Use of improper contracting practices.
- 2. Unsupported costs.
- 3. Poor project accounting.
- 4. Duplication of benefits.
- 5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
- 6. Excessive labor and fringe benefit charges.
- 7. Unrelated project costs.
- 8. Direct Administrative Costs.
- 9. Failure to meet the requirement to obtain and maintain insurance.

#### Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.

- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.
- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.
- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.
- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

Palm Coast, City of Sub-Recipient Agency

Date

Signature

Milissa Holland, Mayor

Printed Name & Title

#### Attachment K

#### JUSTIFICATION FOR ADVANCE PAYMENT

**RECIPIENT:** 

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED** Advance payment of \$ \_\_\_\_\_\_ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	2020 Anticipated Expenditures for First Three Months of Agreement
Example: PW#00001(0)	Contract Work \$1,500,000.00 (provide detailed justification).
TOTAL EXPENSES	

**LINE ITEM JUSTIFICATION** (For each line item, provide a **detailed justification** explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance **will be expended within the first ninety (90) days of the contract term**. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

## City of Palm Coast, Florida Agenda Item

Agenda Date: 10/02/2018

Departm Item Key		Community 4248	Developm	ent	Amo Acco	ount ount	\$486,986. #5402908		)-8200 <sup>,</sup>	1
Subject	CO	SOLUTION	DN, INC., F	OR THE						
This item v	F <b>RO</b> was	M THE SEP heard by City ested to this i	Council at					hop. The	ere wer	e no

#### UPDATE FROM THE SEPTEMBER 25, 2018 WORKSHOP

The City of Palm Coast wastewater collection system has been strained during the recent hurricanes and numerous rain events. In particular, the R Section, south of Whiteview Drive, is in serious need of improvements. City staff performed various hydraulic modeling scenarios to determine the size, location and design of the new force main. The force main will provide relief for the existing collection system, diverting flows, allowing the pump stations in the area additional time to catch up with incoming flows. Construction Management & Engineering Division designed the construction plans for the R Section PEP main improvements.

The project was advertised (ITB-CD-18-53) and on August 2, 2018, received bids from three qualified contractors. City staff recommends awarding the contract to the low bidder S.E. Cline Construction, Inc. of Palm Coast, for the amount of \$442,714.85 and a 10% contingency (\$44,271.48). The notice of intent to award and a project bid overview are attached.

This project is in the utility 5-Year Capital Improvement Plan and the construction is budgeted for Fiscal Year 2019.

SOURCE OF FUNDS WORKSHEET FY 2019 Utility Capital Project- Pep Service Installs 54029082-0	63000-82001 <b>\$ 2,595,000.00</b>
Total Expenses/Encumbered to date	\$
Pending Work Orders/Contracts	\$
Current Work Order	<u>\$ 486,986.33</u>
Balance	\$ 2,108,013.67

#### **Recommended Action :**

Adopt Resolution 2019-XX approving a contract with S.E. Cline Construction, Inc. in the amount of \$486,986.33 including a 10% contingency for the construction of the R Section PEP Main Improvements project.

#### RESOLUTION 2018-\_\_\_\_ R SECTION PEP MAIN IMPROVEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS CONSTRUCTION WITH OF CONTRACT S.E. **CLINE** Α CONSTRUION, INC., IN THE AMOUNT OF \$486,986.33 (INCLUDING A 10% CONTINGENCY), FOR THE R SECTION PEP MAIN IMPROVEMENTS PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY, PROVIDING FOR **CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING AN EFFECTIVE DATE.** 

WHEREAS, S.E. Cline Constructions, Inc. desires to provide construction services for the R Section PEP Main Improvements project; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with S.E. Cline Construction, Inc., for the above referenced services.

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

SECTION 1. APPROVAL OF CONTRACT. The City Council hereby approves the terms and conditions of a contract with S.E. Cline Construction, Inc., for the R Section PEP Main Improvements 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 any 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 impart the validity, force or effect of any other section or part of the Resolution.

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

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

**SECTION 6. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on the 2nd day of October 2018.

### CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

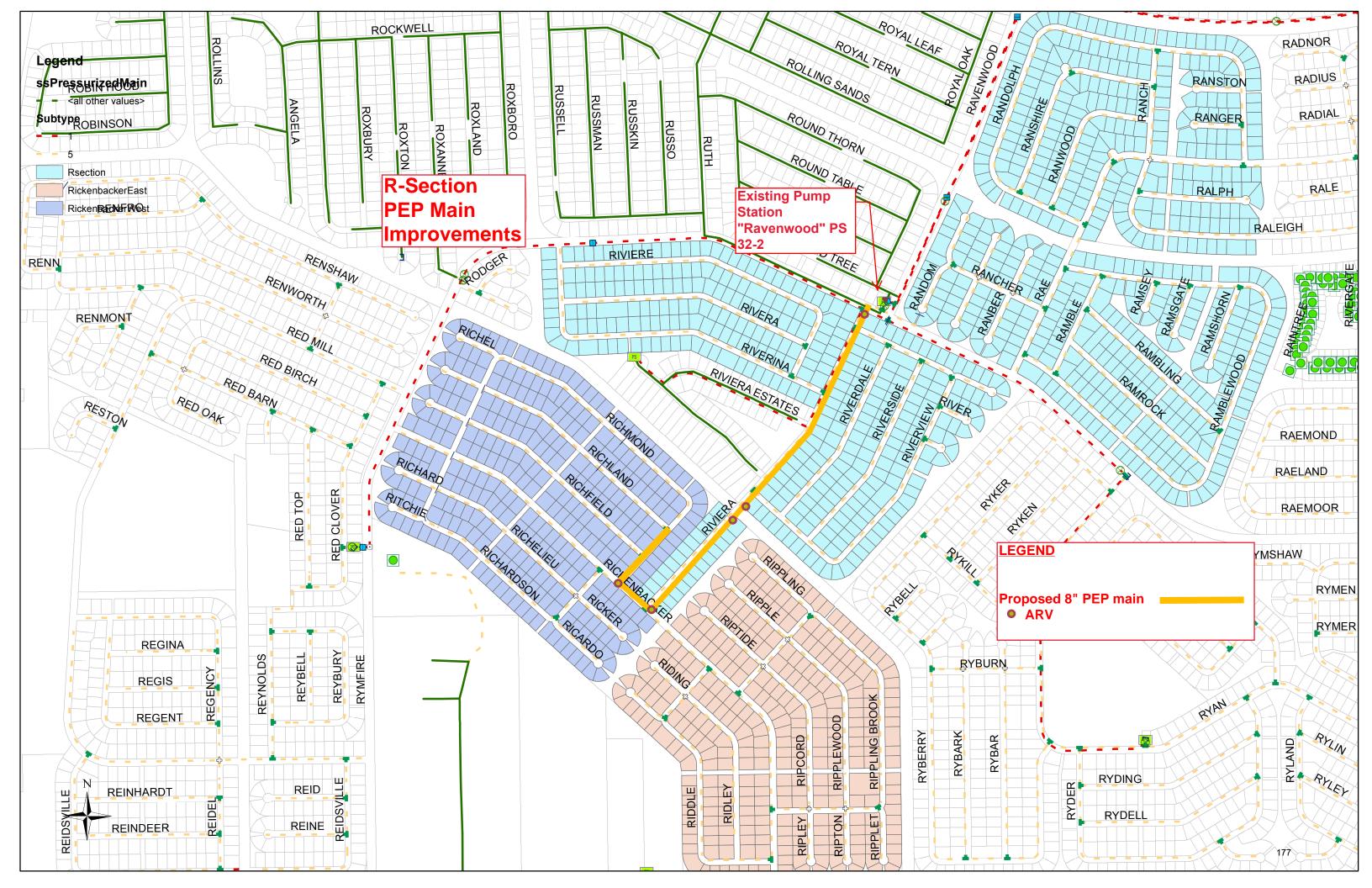
VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A –Contract with S.E. Cline Construction, Inc.

Approved as to form and legality

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

> Resolution 2018-\_\_\_\_ Page 2 of 2







Administrative Services & Economic Development Central Services Division 160 Lake Avenue Palm Coast, FL 32164 386-986-3730

# NOTICE OF INTENT TO AWARD

**Project:** ITB-CD-18-53 - R-Section PEP Main Improvements, Phase 1

Date: 8/6/2018

Appeal Deadline: Appeals must be filed by 5:00 PM on 8/8/2018

Firm	Bid
<b>S.E. Cline Construction, Inc.</b> Palm Coast, FL	\$442,714.85
Hazen Construction New Smyrna Beach, FL	\$474,730.00
<b>4C's Trucking &amp; Excavation, Inc.</b> Bunnell, FL	\$529,765.44
<b>T B Landmark Construction, Inc.</b> Jacksonville, FL	\$540,330.00

The intent of the City of Palm Coast is to award ITB-CD-18-53 to S.E. Cline Construction, 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 (bfalgout@palmcoastgov.com) shall constitute a waiver of the protest proceedings.





# RFSQ-CD-18-53 / ITB-CD-18-53 - R-Section PEP Main Improvements, Phase 1

# **Project Overview**

Project Details	
Reference ID	RFSQ-CD-18-53 / ITB-CD-18-53
Project Name	R-Section PEP Main Improvements, Phase 1
Project Owner	Kelly Downey
Project Type	RFSQ
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	The City of Palm Coast is soliciting responses from qualified firms for R-Section PEP Main Improvement, Phase 1 Project. The contractor shall furnish all labor, materials, equipment, tools, supervision, and any other items required for: constructing approximately 4,200 linear feet of sanitary sewer forcemain, valves, appurtenances and connecting to an existing PEP sanitary sewer main system.
Open Date	Jun 20, 2018 8:00 AM EDT
Close Date	Jul 06, 2018 2:00 PM EDT

Awarded Suppliers	Reason	Score
S.E. Cline Construction, Inc.		100 pts

## Seal status



Requested Information	Unsealed on	Unsealed by
Qualification forms section 00100 (A - M)	Jul 06, 2018 2:02 PM EDT	Kelly Downey
Financials Form N	Jul 06, 2018 2:02 PM EDT	Kelly Downey
Contractors License	Jul 06, 2018 2:02 PM EDT	Kelly Downey
Bid Forms 00200	Aug 02, 2018 2:00 PM EDT	Kelly Downey
Forms 5, 6, and Addenda	Aug 02, 2018 2:01 PM EDT	Kelly Downey

## **Conflict of Interest**

# Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: \* has direct or indirect financial interest in the award of the contract to any proponent; \* is currently employed by, or is a consultant to or under contract to a proponent; \* is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, \* has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict. 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	Jul 06, 2018 2:02 PM EDT	No
Mary Kronenberg	Jul 06, 2018 2:09 PM EDT	No
Alex Blake	Jul 09, 2018 8:24 AM EDT	No

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Danny Ashburn	Jul 09, 2018 6:32 AM EDT	No
Helena Alves	Jul 12, 2018 8:36 AM EDT	No



# **Project Criteria**

Criteria	Points	Description
Pre-Qualification Forms	Pass/Fail	Pre-Qualification Forms A - N
Pre-Qualification Review	Pass/Fail	Pre-Qualification Review
Financials (Form N)	Pass/Fail	Financials Form N
Section 00200 bid forms	Pass/Fail	Section 00200 bid forms
Pricing	100 pts	Pricing
Forms 5, 6, and Addenda	Pass/Fail	Forms 5, 6, and Addenda
Total	100 pts	



# **Scoring Summary**

## **Active Submissions**

	Total	Pre-Qualification Forms	Pre-Qualification Review	Financials (Form N)	Section 00200 bid forms
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
S.E. Cline Construction, Inc.	100 pts	Pass	Pass	Pass	Pass
4C'S Trucking and Excavation, Inc.	83.57 pts	Pass	Pass	Pass	Pass
T B Landmark Construction, Inc.	81.93 pts	Pass	Pass	Pass	Pass
Hazen Construction	23.31 pts	Pass	Pass	Pass	Pass

	Pricing	Forms 5, 6, and Addenda

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Supplier	/ 100 pts	Pass/Fail
S.E. Cline Construction, Inc.	100 pts (\$442,714.85)	Pass
4C'S Trucking and Excavation, Inc.	83.57 pts (\$529,765.44)	Pass
T B Landmark Construction, Inc.	81.93 pts (\$540,330.00)	Pass
Hazen Construction	23.31 pts (\$1,898,920.00)	Pass

## **Eliminated Submissions**

	Pre-Qualification Forms	Pre-Qualification Review	Financials (Form N)	Section 00200 bid forms	Pricing
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	/ 100 pts
Commercial Industrial Corp	Fail	Pass	Fail	-	-

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Supplier	Forms 5, 6, and Addenda Pass/Fail
Commercial Industrial Corp	_



## Reason

Supplier	Disqualifed by	Reason
Commercial Industrial Corp	Kelly Downey	Did not meet pre-qualification specifications.

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## City of Palm Coast, Florida Agenda Item

Agenda Date: 9/25/2018

Department Item Key	Community Development 4253		\$68,599.50 #54029083-063000-82004	
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Subject RESOLUTION 2018-XX APPROVING A WORK ORDER WITH CPH, INC., FOR ENGINEERING SERVICES REQUIRED TO MODIFY THE CONCENTRATE DISCHARGE PERMIT FOR WATER TREATMENT PLANT #3

#### **Background :**

#### UPDATE FROM THE SEPTEMBER 25, 2018 WORKSHOP

This item was heard by City Council at their September 25, 2018 Workshop. There were no changes suggested to this item.

#### UPDATE FROM THE SEPTEMBER 25, 2018 WORKSHOP

When the City of Palm Coast constructed Water Treatment Plant #3 (WTP #3), the Florida Department of Environmental Protection (FDEP) issued permit # FL0454451 for the disposal of concentrate from the treatment process into the Intracoastal Waterway. The permit has been modified since its initial issuance to become an emergency discharge after Water Treatment Plant 3 become a zero liquid discharge facility in 2010. WTP#3 began sending the concentrate flow stream to the raw water pipeline system that then feeds source water to the Water Plant #1 Treatment Facility.

City staff has proposed another use for the outfall, to discharge excess reclaimed water during wet weather events. The Wastewater Treatment Plant's current discharge permit limits the amount of reclaimed water discharge. City staff met with FDEP representatives to discuss the change in use and received positive feedback.

Staff recommends utilizing the services of CPH, Inc., because of their extensive knowledge and involvement in prior applications. CPH has a current continuing service contract which was procured through a competitive process consistent with the City's Purchase Policy and the Consultants Competitive Negotiation Act (CCNA). Work will be performed on an hourly rate basis for a fee not-to-exceed \$68,599.50. Funds for this project are budgeted in the Utility 5-year Capital Plan.

SOURCE OF FUNDS WORKSHEET FY 2019 Utility Capital Project- 54029083-063000-82004 Reclaimed Water	<b>\$</b> 1	,500,000.00
Total Expenses/Encumbered to date	\$	
Pending Work Orders/Contracts	\$	68,599.50
Current Contract	\$	
Balance	<b>\$</b> 1	,631.400.50

#### **Recommended Action :**

Adopt Resolution 2018-XX approving a work order with CPH, Inc., for engineering services required to modify the concentrate discharge permit for Water Treatment Plant #3.

#### RESOLUTION 2018-\_\_\_\_ PERMIT MODIFICATIONS FOR WATER TREATMENT PLANT #3 DISCHARGE OUTFALL FOR WASTEWATER TREATMENT PLANT #1 RECLAIMED WATER DISCHARGE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A WORK ORDER TO CPH ENGINEERS, INC., FOR ENGINEERING SERVICES FOR THE PERMIT MODIFICATIONS TO THE WATER TREATMENT PLANT #3 DISCHARGE OUTFALL FOR THE WASTEWATER **TREATMENT PLANT #1 RECLAIMED WATER; 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 Water Treatment Plant #3 discharge permit requires modifications to discharge Wastewater Treatment Plant's Reclaimed Water; and

**WHEREAS,** the City Council of the City of Palm Coast desires to approve a work order to CPH for engineering services for the above referenced permit modifications.

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

**SECTION 1. APPROVAL OF WORK ORDER.** The City Council of the City of Palm Coast hereby approves the terms and conditions of a work order to CPH, in an amount not to exceed \$68,599.50, for the Water Treatment Plant #3 permit modifications, as attached hereto and incorporate herein by reference as Exhibit "A."

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute any 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.

Resolution 2018-\_\_\_\_ Page 1 of 2 **SECTION 4. CONFLICTS.** All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 2nd day 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

WORK	ORDER #	
PO #:		



	07	21		19
DATE:	07	, 24	/20	10

\_\_\_\_\_

Project Manager's Initials

	SUPPLIER INFORMATION		BID DETAILS				
Name	CPH, Inc.	Project Title	WATER TREATMENT PLANT # 3 DISCHARGE OUTFALL FOR WWTP#1 RECLAIMED WATER DISCHARGE				
Street	520 Palm Coast Pkwy, Suite 200	Bid #	RFQ-PW-U-14-05				
City, State, Zip	Palm Coast, FL 32137	City Council Approval date	3/18/2014				
	TOTAL COST: \$68,599.50						
(must equal amount of Purchase Order) 1. <u>INCORPORATION BY REFERENCE</u> The provisions of the agreement dated ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.							
2. <u>METHOD OF COMPENSATION</u> (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): OPERCENT OF FIXED FEE%							
3. PRICING (chose one): ATTACHED INCLUDED IN CONTRACT							
4. <u>SCHEDULE</u> (chose one): AS NEEDED BASIS $\odot$ SHALL BE COMPLETED BY - $\frac{10}{31}$ / $\frac{31}{20}$ 18							
5. DESCRIPTION OF SERVICES (chose one): ATTACHED INCLUDED IN CONTRACT							
6. <u>OTHER ATTACHMENTS TO THIS WORK ORDER</u> : <u>No</u> Yes If yes, identify below:							
CPH	Proposal						

- 7. <u>TIME IS OF THE ESSENCE</u>: 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. <u>CONFLICT</u>. 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	CITY APPROVAL		
By: Mand Them	Ву:		
Print: David A. Gievach	Print Name:		
Title: <u>President</u>	Title: Assistant City Manager or Designee		
Date: 7/26/2018	Date:		

#### SCOPE OF SERVICES

#### PERMIT MODIFICATIONS WATER TREATMENT PLANT # 3 DISCHARGE OUTFALL FOR WWTP#1 RECLAIMED WATER DISCHARGE

#### I. INTRODUCTION

CPH, Inc., hereafter referred to as "CONSULTANT" is submitting this proposal for the modification of FDEP Industrial Wastewater Facility Permit #FL0454451 and FDEP Domestic Wastewater Facility Permit #FL0116009 to request use the Palm Coast WTP No. 3 concentrate outfall for WWTP No. 1 reclaimed water discharge when needed. CONSULTANT shall prepare and process permit application (2) to the FDEP.

CPH, Inc. (CONSULTANT) shall provide professional engineering services to identify and evaluate the potential route options for the discharge pipe expansion project as hereinafter stated.

#### II. OBJECTIVE

Process the permit modifications to approve the use of the WTP No. 3 outfall for WWTP No. 1 reclaimed water discharge.

#### III. SCOPE OF SERVICES

CONSULTANT shall provide, or obtain from others, all labor, material and equipment to perform the following services:

#### Task A – Modeling, Water Quality Sampling, Anti-degradation TMDL Evaluations

CONSULTANT will prepare a Technical Memorandum providing values and calculations of the proposed discharge, volume, mixing, and dilution and receiving water quality in support of the permit application. CONSULTANT will incorporate existing data from the City as well as limited ambient sampling to provide data for the modeling. Field sampling shall be limited to the sampling protocol approved by FDEP at a maximum of three locations (at the diffuser discharge, 200 feet north of the diffuser, 200 feet south of the diffuser). CONSULTANT shall conduct the Modeling for proposed discharge using Visual Plumes. This includes collection of available background data from the City and other public sources. CONSULTANT shall use the known data on the current design of the diffuser, concentrate and reclaimed water volumes to model for the "worst" case scenario per FDEP and EPA requirements.

The City of Palm Coast Utility Department requests an assessment of discharges from utility facilities and their potential to impact to water quality as it relates to the new anti-degradation rules. When assessing these standards it is necessary to account for hydrologic variability (waterbody type) and spatial variability (location of nutrient levels that occur naturally in Florida) as well as the variability in ecosystem response to nutrient concentrations as well as the effect of storm events and significant rainfall events on the quality of the water. This assessment will consider the Total Maximum Daily Load (TMDL) which has been established

for the Palm Coast Area (WBID #2363D). This WBID has been verified as impaired for nutrients based on chlorophyll a (chla) levels. Total Nitrogen (TN) was also identified as the limiting nutrient. The purpose of the assessment shall be to evaluate the existing water quality data in the Palm Coast area and utility facility discharge quality to address permitting of the WWTP#1 reclaimed water discharge to comply with State and Federal rules in order to process the permit application.

#### Task B – FDEP Permit Modification Application Preparation and Submittal

CONSULTANT shall prepare FDEP Forms 62-620.910 (1) and 62-620.910 (2) and supporting documents for submittal to FDEP to modify the existing WWTP No.1 permit to incorporate the reclaimed water into the discharge through the WTP No.3 outfall. The City shall assist the CONSULTANT by providing data collected by the City such as concentrate sampling results, reclaimed water use (62-610.200, F.A.C.) and 62-620.625(6)(a)4, F.A.C.

CONSULTANT shall prepare FDEP Forms 62-620.910 (1) and 62-620.910 (18) and supporting documents as appropriate for submittal to FDEP to modify the existing WTP NO.3 Industrial Wastewater Facility permit

The City of Palm Coast shall receive an electronic copy of the permit application submittal package.

#### Task C– FDEP Request for Additional Information

CONSULTANT shall respond to one (1) Request for Additional Information (RAI) from FDEP.

#### Task D – Project Meetings

CONSULTANT shall attend up to a total of five (5) meetings. The meetings may be with the City, FDEP and others as requested by the City.

#### IV. RESPONSIBILITIES OF OTHERS

The City shall guarantee access to and make provisions for CONSULTANT to enter public or private lands as required by CONSULTANT to perform their work under this Agreement.

The CONSULTANT shall perform services under the sole direction of the City or his designated representative. In the performance of these services, CONSULTANT will coordinate its efforts with those of other project team members and consultants as required. The City shall provide CONSULTANT with all project related information available including permits. CONSULTANT will rely upon the accuracy and completeness of all City furnished information in connection with the performance of services under this agreement.

The City shall be responsible for all permit application fees associated with the submittal of applications to regulatory agencies.

The City shall be responsible for all Chronic Toxicity testing. The City shall provide all discharge laboratory results to CONSULTANT. The CONSULTANT shall provide the services

listed in Tasks 1 to 4 described above for a not-to-exceed fee of \$22,620.00. The fee breakdowns are listed below:

#### V. ADDITIONAL SERVICES

Provide other professional and technical services not specifically identified in Section 3 above

- Requests for Additional Information by the FDEP does not include the performance of any additional field studies/surveys, site analysis or similar investigations nor does it include design revisions or modifications resulting from plan changes by the City.
- Additional field surveys, management plans and permitting for impacts to State and Federally listed protected species is not included in the Scope of Services but can be provided as an additional service.

#### VI. FEES AND BILLING

CONSULTANT proposes to provide the above described services for a Not-to-Exceed fee of \$68,599.50. The proposed Not-to-Exceed fee has been calculated utilizing rates as approved in the base contract between CONSULTANT and the City of Palm Coast. Expenses for Subconsultants, printing, travel, telephone and all other related charges have been included in the above Not-to-Exceed fee. CONSULTANT will invoice the City based on actual time and expenses and the total amount invoiced to the City will not exceed \$68,599.50.

The attached table shows the estimated hours and the rates for this scope of work is attached for your review.

Hourly rates shall be in accordance with the previously approved rate schedule with the Continuing Engineering Service Contract between the City and the CONSULTANT

	Ceph								
Task A - Modeling WQ Sampling Antideg TMDL Eval	DES	SES	ES-IV	ES-III	ES-II	ES-I	GIS	ADM	Estimated Expenses
PM tasks	7							2	
Data management	10	25		2			10	4	
nodeling	20						45	3	
reporting	25			9			10	12	01.505.00
field sampling	12 74	25	24 24	24 35	0		65	21	\$4,585.60
	\$145.00	25 \$120.00	\$90.00	\$90.00	0 \$65.00	0 \$60.00	65 \$100.00	21 \$70.00	
Total Cost		\$3,000.00	\$2,160.00	\$3,150.00	\$0.00	\$0.00	\$6,500.00	\$1,470.00	\$4,585.60
			<i>, , ,</i>				1	Sub Total	\$31,595.60
	GPh								
Task B - FDEP Permit Mod Application Prep and Submittal	DES	PE	SES	ES-III	ES-II	ES-I	GIS	ADM	Estimated Expenses
PM tasks	10			2			3		
Permit application preparation	20		20				10	15	
Agency Coordination	8						5		
Client Coordination	10	05		5			5	-	
Engineering oversight		25						3	\$1,625.40
	48	25	0	7	0	0	23	18	\$1,625.40
	\$145.00	\$145.00	\$120.00	\$90.00	\$65.00	\$60.00	\$100.00	\$70.00	
Total Cost	\$6,960.00	\$3,625.00	\$0.00	\$630.00	\$0.00	\$0.00	\$2,300.00	\$1,260.00	\$1,625.40
							R	Sub Total	\$16,400.40
	ஷும்								
Task C - FDEP Requests for Additional Information	DES	PE	SES	ES-III	ES-II	ES-I	GIS	ADM	Estimated Expenses
Pm tasks	2								
Agency Coordination	8	1.5							
RAI#1	21	15	20	8			25	8	¢050.50
			1				05	8	\$958.50
	31	15	20	l g l	0				
	31 \$145.00	15 \$145.00	20 \$120.00	8 \$90.00	0 \$65.00	0	25 \$100.00		
Total Cost	\$145.00	\$145.00	\$120.00	\$90.00	\$65.00	\$60.00	\$100.00	\$70.00	\$958 50
Total Cost	\$145.00							\$70.00 \$560.00	\$958.50 \$13.808.50
Total Cost	\$145.00 \$4,495.00	\$145.00	\$120.00	\$90.00	\$65.00	\$60.00	\$100.00	\$70.00	
Total Cost Total Cost	\$145.00	\$145.00	\$120.00	\$90.00	\$65.00	\$60.00	\$100.00	\$70.00 \$560.00	\$13,808.5 Estimated
	\$145.00 \$4,495.00 <i>@</i> <b>庐</b> 肋 DES	\$145.00 \$2,175.00	\$120.00 \$2,400.00	\$90.00 \$720.00	\$65.00 \$0.00	\$60.00 \$0.00	\$100.00	\$70.00 \$560.00 Sub Total	\$13,808.5
Task D - Meetings	\$145.00 \$4,495.00 @ph	\$145.00 \$2,175.00	\$120.00 \$2,400.00	\$90.00 \$720.00	\$65.00 \$0.00	\$60.00 \$0.00	\$100.00	\$70.00 \$560.00 Sub Total	\$13,808.5 Estimated
Task D - Meetings Meetings	\$145.00 \$4,495.00	\$145.00 \$2,175.00	\$120.00 \$2,400.00	\$90.00 \$720.00	\$65.00 \$0.00	\$60.00 \$0.00	\$100.00 \$2,500.00 GIS	\$70.00 \$560.00 Sub Total ADM	\$13,808.50 Estimated
Task D - Meetings Meetings prep and follow up Estimated Hours	\$145.00 \$4,495.00 CEP DES 28 10 38	\$145.00 \$2,175.00 SES	\$120.00 \$2,400.00 ES-IV	\$90.00 \$720.00 ES-III	\$65.00 \$0.00 ES-II	\$60.00 \$0.00 ES-I	\$100.00 \$2,500.00 GIS 5 5	\$70.00 \$560.00 Sub Total ADM 5 5	\$13,808.5 Estimated Expenses
Task D - Meetings Meetings prep and follow up Estimated Hours Rates	\$145.00 \$4,495.00 <b>Ceph</b> <b>DES</b> 28 10 38 \$145.00	\$145.00 \$2,175.00 SES 0 \$120.00	\$120.00 \$2,400.00 ES-IV 0 \$90.00	\$90.00 \$720.00 ES-III 0 \$90.00	\$65.00 \$0.00 ES-II 0 \$65.00	\$60.00 \$0.00 ES-I 0 \$60.00	\$100.00 \$2,500.00 GIS 5 \$100.00	\$70.00 \$560.00 Sub Total ADM 5 5 \$70.00	\$13,808.50 Estimated Expenses \$435.00
Task D - Meetings Meetings prep and follow up Estimated Hours	\$145.00 \$4,495.00 <b>Ceph</b> <b>DES</b> 28 10 38 \$145.00	\$145.00 \$2,175.00 SES	\$120.00 \$2,400.00 ES-IV	\$90.00 \$720.00 ES-III	\$65.00 \$0.00 ES-II	\$60.00 \$0.00 ES-I	\$100.00 \$2,500.00 GIS 5 5	\$70.00 \$560.00 Sub Total ADM 5 5 \$70.00 \$350.00	\$13,808.5 Estimated Expenses \$435.00 \$435.00
Task D - Meetings Meetings prep and follow up Estimated Hours Rates	\$145.00 \$4,495.00 <b>Ceph</b> <b>DES</b> 28 10 38 \$145.00	\$145.00 \$2,175.00 SES 0 \$120.00	\$120.00 \$2,400.00 ES-IV 0 \$90.00	\$90.00 \$720.00 ES-III 0 \$90.00	\$65.00 \$0.00 ES-II 0 \$65.00	\$60.00 \$0.00 ES-I 0 \$60.00	\$100.00 \$2,500.00 GIS 5 \$100.00	\$70.00 \$560.00 Sub Total ADM 5 5 \$70.00	\$13,808.50 Estimated Expenses \$435.00

## City of Palm Coast, Florida Agenda Item

Agenda Date: 10/02/2018

Department	Community Development	Amount
ltem Key	4250	Account

# **Subject** RESOLUTION 2018-XX APPROVING THE FISCAL SUSTAINABILITY PLAN FOR WASTEWATER TREATMENT PLANT 2.

#### Background :

(i)

#### UPDATE FROM THE SEPTEMBER 25, 2018 WORKSHOP

This item was heard by City Council at their September 25, 2018 Workshop. There were no changes suggested to this item.

#### UPDATE FROM THE SEPTEMBER 25, 2018 WORKSHOP

City Council approved the State Revolving Fund Loan agreement before construction of the new Wastewater Treatment Plant #2. The Water Resources Reform and Development Act (WRRDA) was signed into law on June 10, 2014. Included, in its provisions, are amendments to Titles I, II, V and VI of the Federal Water Pollution Control Act (FWPCA).

The amendments to the FWPCA require all publicly owned treatment works projects funded with a Clean Water State Revolving Loan Fund (CWSRF) loan require the borrower to have a Fiscal Sustainability Plan (FSP) in place by Project Completion and the final reimbursement request. This report is intended to address the requirements of the WRRDA.

Section 603(d) (1)  $\in$  of the FWPCA requires a loan recipient to certify regarding the development and implementation of a fiscal sustainability plan.

(E) for a treatment works proposed for repair, replacement, or expansion, and eligible for assistance under subsection (c)(1), the recipient of a loan shall-

- develop and implement a fiscal sustainability plan that includes-
  - (*I*) an inventory of critical assets that are a part of the treatment works;
  - (li) an evaluation of the condition and performance of inventoried assets or asset groupings;
  - *(lii)* a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and
  - *(liii)* a plan for maintain, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities; or
  - (liv) certify that the recipient has developed and implemented a plan that meets the requirements under clause (i);

CPH Engineers, the engineer of record for the Wastewater Treatment Plant 2 project, was tasked with creating a Fiscal Sustainability Plan for Wastewater Treatment Plant 2. City staff recommends approval of the Fiscal Sustainability Plan for Wastewater Treatment Plant 2.

**Recommended Action:** Adopt Resolution 2018-XX approving the Fiscal Sustainability Plan for Wastewater Treatment Plant 2.

#### RESOLUTION 2018-\_\_\_\_ WASTEWATER TREATMENT PLANT #2 STATE REVOLVING FUND FINANCIAL SUSTAINABILITY PLAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE FINANCIAL SUSTAINTABILITY PLAN FOR WASTEWATER TREATMENT PLANT 2; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection, Clean Water State Revolving Fund requested the City of Palm Coast prepare and adopt a Fiscal Sustainability Plan; and

WHEREAS, the City of Palm Coast prepared a Fiscal Sustainability Plan in accordance with the Florida State Revolving Loan agreement; and

**WHEREAS**, the State of Florida is requiring the adoption of the approved Fiscal Sustainability Plan by the City Council.

WHEREAS, the City Council, after due consideration, has determined that the amendment for the State Revolving Fund are in the best interests of the City of Palm Coast.

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

SECTION 1. APPROVAL OF PLAN. The City Council of the City of Palm Coast hereby approves the Wastewater Treatment Plant #2 Financial Sustainability Plan, as attached hereto and incorporated herein by reference herein by reference as Exhibit "A."

**SECTION 2. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, is shall not be held to invalidate or impair the validity, force, or effect of any other section or part 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 City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 5. 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 2nd day of October 2018.

ATTEST:

#### CITY OF PALM COAST

Virginia A. Smith, City Clerk

Milissa Holland, Mayor

APPROVED AS TO FORM AND LEGALITY:

William E. Reischmann Jr. City Attorney

Attachments: WWTF Sustainability Plan

## City of Palm Coast WWTF No. 2 Fiscal Sustainability Plan

Prepared for:

City of Palm Coast WWTF No.2

Palm Coast, Florida

Flagler County

## Prepared by:

CPH, Inc.

CPH Job #: P61224

Date:

September 2018

Prepared using:



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## 1. Executive Summary

A Fiscal Sustainability Plan (FSP) is a living document that is regularly reviewed, revised, expanded, and implemented as an integral part of the operation and management of the system. This FSP is prepared for the City of Palm Coast Wastewater Treatment Facility No.2 (WWTF No. 2) and describes how the Utility will manage their infrastructure assets. The City's FSP is prepared in conjunction with the EPA asset management tool Check Up Program for Small Systems (CUPSS) that describes the practices developed to assist in maintaining the desired level of service at the lowest life cycle cost, as illustrated in **Figure 1.** The FSP is enforced through an asset management team and recorded in the asset management plan. The plan will include the critical assets associated with the following:

- 1. Matanzas Woods Force Main and Pump Station
- 2. WWTF No. 2
- 3. Reclaimed Water Wetland Discharge System

The Florida Department of Environmental Protection (FDEP) provided a Clean Water State Revolving Fund (SRF) loan of \$30,100,000.00 to fund the three projects. This FSP is prepared to provide guidance on the maintenance, repair, and replacement of the critical assets associated with the three projects. The benefits of establishing Fiscal Sustainability Plan include:

- Expanding asset life and establishing efficient and focused operations and maintenance.
- Meeting consumer demands while maintaining system sustainability.
- Rates based on operational and financial planning.
- Budgeting focused on components critical to sustaining performance.
- Adhering to service expectations and regulatory requirements.
- Improving emergency responses.
- Improving security.



Figure 1: Asset Management Cycle

## 2. Introduction

The Palm Coast WWTF No. 2 and the associated force main and reclaimed water wetland discharge system are funded by a SRF loan of \$30,100,000.00 and are put into operation in 2018. The facility consists of three projects:

- 1. Matanzas Woods Force Main and Pump Station
- 2. WWTF No. 2
- 3. Reclaimed Water Wetland Discharge System

This FSP describes how the Utility will manage their infrastructure assets. As a result of customer service and regulatory demands, utilities are required to actively manage wastewater assets through careful maintenance, repair and replacement decisions. This plan is an effective tool for combining technical, management, and financial practices to ensure that the level of service required by the community is provided at the appropriate cost. The plan has the following purposes:

- To demonstrate responsible management of the WWTF No. 2 assets
- To communicate and justify funding requirements indicated by the plan
- To provide a management roadmap for the Utility
- To serve as a link between the City of Palm Coast WWTF No. 2 and its customers

This FSP contains an overview of the Utility, mission statement, level of service agreement, critical asset list, operation and maintenance strategy, capital investment program, and financial strategies. This FSP is prepared using the EAP CUPSS program which offers a great tool for asset management. **Figure 2** presents the home page of the City's CUPSS program and the main functions for the program. The program contains the following functions:

- Training
- Create or update my schematics
- Create or update my inventory
- Enter a new task or work order
- Search asset and maintenance
- Enter my finances
- Print my check up reports
- Work on my CUPSS plan

The general information of the critical assets has been input into the database. The City can use this program to assist in the daily maintenance and operation.

In the City of Palm Coast WWTF No.2 CUPSS program, all the information of the critical assets can be found in the "my Inventory" tab which contains the schematic and the inventory list, as illustrated in **Figure 3**. The City can revise the schematic and edit the inventory list.

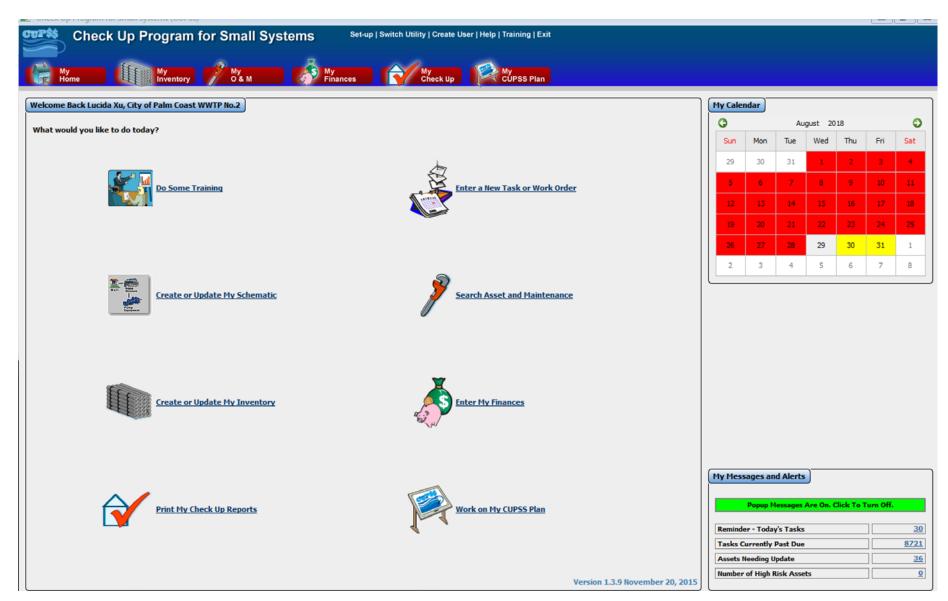


Figure 2: City of Palm Coast CUPSS Program Home Page and Main Functions.

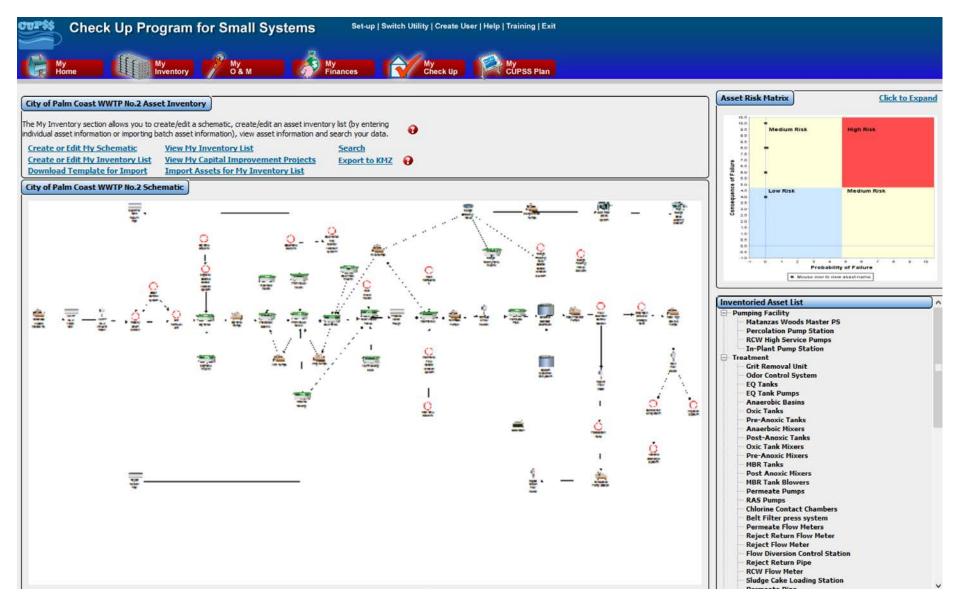


Figure 3: City of Palm Coast CUPSS Program Inventory Page.

#### 2.1 Mission Statement

The mission statement defines the goals of the City of Palm Coast WWTF No. 2 and is the guide for level of service agreements discussed in **Section 4**. The City of Palm Coast WWTF No. 2 mission statement is as follows:

We commit to improving and maintaining the public health protection and performance of our wastewater plant and distribution/collection utility assets, while minimizing the long-term cost of operating those assets. We strive to make the most cost-effective renewal and replacement investments and provide the highest-quality customer service possible.

#### 2.2 Asset Management Team

**Figure 3** presents the management organization chart of WWTF No.2. The City of Palm Coast WWTF No. 2 has enough full-time equivalents (FTEs) staff who perform day-to-day functions to keep the WWTF No. 2 functioning properly. Together, these individuals have volunteered as members of the "the asset management team". The team is responsible for preparing, implementing, and updating this plan. The asset management team is responsible for coordinating such involvement in the developing and implementing this plan. More specific roles and responsibilities are listed in **Table 1**.

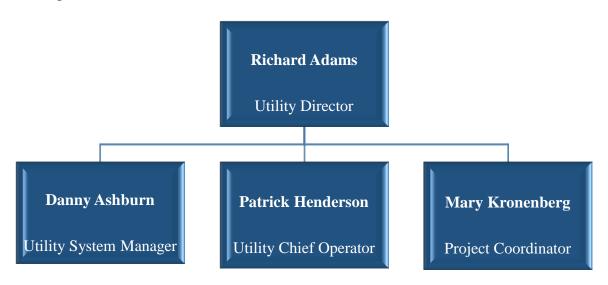


Figure 4: City of Palm Coast WWTF No.2 Organization Chart

Name	Title	Organization	Role/Responsibility on Project
Danny Ashburn	Wastewater Manager	City of Palm Coast	Facility Manager
Patrick Henderson	Chief Operator	City of Palm Coast	Chief Operator
Mary Kronenberg	Project Coordinator	City of Palm Coast	Project Coordinator

5

205

## 3. Facility Overview

The newly constructed wastewater collection system for the WWTF No.2 includes approximately 1,035 linear feet of 18-inch force main, 3,465 linear feet of 16-inch force main along Matanzas Woods Pkwy and US 1, and a triplex submersible pump station on Matanzas Woods Pkwy, and approximately 1,760 linear feet of 20" wastewater force main on Peavy Grade to the plant entrance.

Palm Coast's WWTF No. 2 is located at 400 Peavy Grade, Palm Coast and has a permitted capacity of 2.0 MGD annual average daily flow (AADF). The WWTF No. 2 was designed to accommodate future expansion to 4.0 MGD or 6.0 MGD. The Facility's process schematic is presented in **Figure 5**. The Facility meets all Class I Reliability and Advanced Wastewater Treatment (AWT) standards using a flat sheet Membrane Bio-Reactor (MBR) consisting of the following treatment process:

- Headworks
- Flow Equalization Basins
- Anaerobic Basins
- Pre-Anoxic Basins
- Aerobic Basins
- Post-Anoxic Basins
- MBR Basins
- Chlorine Contact Chambers
- Sludge Holding Tanks
- Sludge Dewatering Facility
- Chemical Storage and Feed System
- Reclaimed Water Storage and Distribution System

The reclaimed water wetland discharge system consists of approximately 7,865-ft of new 18" reclaimed water main, 160-ft of new 16" reclaimed water main, and 1,900-ft of new 10" reclaimed water main. Additionally, the new pipeline includes directional drill construction of approximately 50-ft of 12" PE pipeline and 1,550-ft of 20" PE pipeline. A dechlorination facility is constructed to ensure the reclaimed water is dechlorinated before discharging to Hulett Swamp.

**Table 2** and **Table 3** present general information, as well as, treatment components relevant to WWTF No. 2. The map in **Figure 6** portrays the Facility service area. Areas near Facility that are currently outside the City limits but within the wastewater service area are prime areas for future development. In the event that this development occurs, it is likely that the wastewater flows will be conveyed to WWTF No. 2 for treatment.

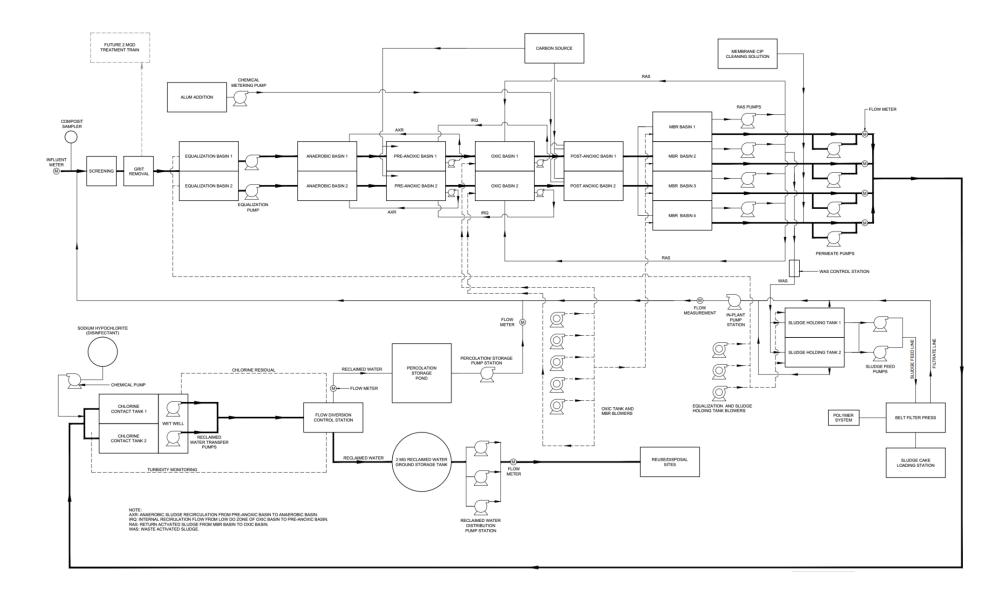


Figure 5: City of Palm Coast WWTF No. 2 Plant Process Schematic

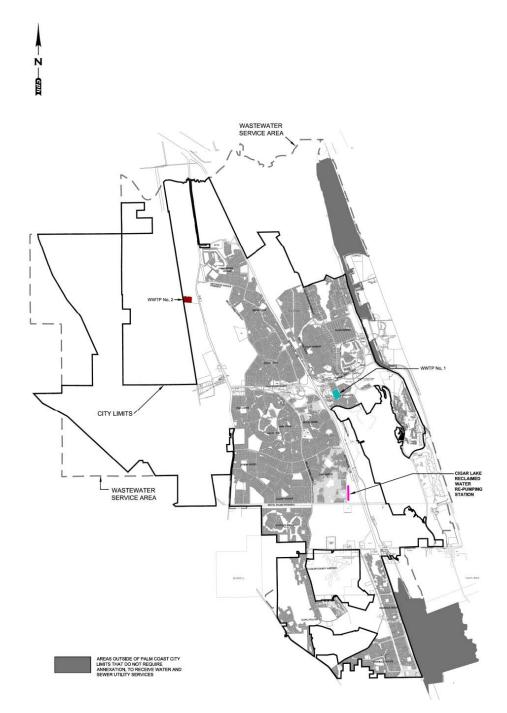


Figure 6: WWTF No. 2 Service Area

WWTF No.2 General Information					
Matanzas Wood Pump Station and Force Main	Number	1			
Treatment Plants	Number	1			
Process for Treatment	Describe	Membrane Bio-Reactor (MBR)			
Treatment Capacity	MGD	2			
Discharge Volumes	Average	0.6 MGD APRICOT Surface Water Discharge; 7.8 MGD Reuse			
Treatment Level Obtained	Describe	Advanced Wastewater Treatment (AWT) Standards			
Wetland Discharge System	Number	1			
Total Construction Value	Dollars	~\$31,000,000.00			

## Table 2: WWTF No. 2 General Information

#### Table 3: WWTF No. 2 Treatment Components

Matanzas Woods Force Main and Pump Station						
Matanzas Woods PKWY force main	LF	4,700				
Matanzas Woods Pump Station		Submersible, Triplex Pump Station				
Pump Design		1,820 gpm @ 106' TDH				
		2,100 gpm @ 69' TDH				
Type Of Pump Drive		Variable Frequency Drive (VFD)				
Pretreatment						
Screen						
Type Of Screen (Fine)		Rotary Drum Screen				

Number Of Screens		1 duty, 1 standby			
Screen Capacity, Each	mgd	7.5			
Motor Horsepower Of Drum Screen	HP	2			
Number Of Screening Conveyor		1			
Motor Horsepower Of Screen Conveyor	HP	3			
Number Of Wash Press		1			
Horsepower Of Wash Press	HP	3			
Grit	Removal				
Type Of Grit Removal		Vortex Type			
Number Of Grit Removal System		1			
Number Of PD Blower		1			
Motor Horsepower Of PD Blower	HP	3			
Number Regenerative Blower		1			
Motor Horsepower Of Regenerative Blower	HP	3			
Number Of Grit Classifier		1			
Motor Horsepower Of Grit Classifier	HP	0.5			
Odor Control					
Type Of Odor Control System		Vapex			
Horsepower					
Number Of Nozzles		5			
Average Influent H <sub>2</sub> S Concentration	ppm	110			
Maximum Influent H <sub>2</sub> S Concentration	ppm	300			
Design Removal Efficiency	%	99			
Equaliz	ation Tan	ks			
Number Of Tanks		2			
Total Volume	gals	505,230			

Design Volume Per Tank	gals	252,600		
Effective Volume Per Tank	gals	200,000		
Max SWD	ft	19		
Min SWD	ft	4		
Tank Height	ft	20.5		
Length/Width Per Tank (Inside)	ft x ft	45 x 39.5		
Type Of Aeration Equipment		Coarse bubble diffuser		
Number Of Diffusers Each Tank		16		
Required Air In Each Tank	cfm	333		
Number Of EQ Blower		1 (with a common standby with Digesters)		
EQ Blower Operation Horsepower	HP	25		
Blower Model		GM 025S-00		
Number Of EQ Pumps		2 duty, 2 standby		
Type Of EQ Pump Drive		VFD		
Type Of EQ Pump		Non-clog centrifugal type		
Capacity Of Each EQ Pump	gpm	1,085		
EQ Pump Motor Horsepower	HP	15		
Number Of Mixer Per Tank		1		
Type Of Mixer		Submersible propeller		
Horsepower Of Each Mixer	HP	10		
Anaerobic Tanks				
Number Of Tanks		2		
Maximum SWD	ft	18.63		
Tank Height	ft	20.5		
Length/Width Per Tank (Inside)	ft x ft	24 x 13		
Total Anaerobic Tank Volume	gals	86,000		

Volume Of Each Tank	gals			43,000		
Type Of Submersible Mixer				Submersible Propeller		
Number Of Mixer Per Tank				1		
Motor Horsepower Of Each Mixer	H	IP		2.7		
Pre-Ar	oxic	Tanl	ζS			
Number Of Tanks	-			2		
Maximum SWD	1	ft		18.63		
Tank Height	ft			20.5		
Length/Width Per Tank (Inside)	ft x ft			24 x 25.5		
Total Volume	gals			170,554		
Volume Of Each Tank	ga	gals		85,277		
Type Of Mixer				Submersible Propeller		
Number Of Mixers Per Tank				1		
Motor Horsepower Of Each Mixer	H	HP		8		
Type Of Anoxic-To-Anaerobic Recycle Pumps (AXR Pumps)				Non-clog centrifugal type		
Capacity Of Each AXR Pump	gţ	om	1,085			
Number Of AXR Pumps				2 duty, 2 standby		
Horsepower Of Each AXR Pump	H	IP	25			
Type Of Pump Drive		Va		ariable Frequency Drive (VFD)		
Oxic Tanks						
Number Of Tanks				2		
Maximum SWD		f		17.79		
Tank Height	:		ft	20.5		
Length/Width Per Tank (Inside)		ft	x ft	41 x 39.5		
Total Tank Volume (Low DO Zone Included)		g	als	431,000		
Volume Of Each Tank	ga		als	215,500		

Type Of Air Diffusers		Aerostrip Fine Bubble		
Number Of Diffusers Per Tank		33		
Type Of Aeration Blower		Positive Displacement Blowers		
Number Of Blowers		2 duty, 1 common standby with MBR		
Motor Horsepower Of Each Blower	HP	100		
Type Of Nitrification Mixer		Submersible Propeller		
Number Of Mixers		2 (1 per basin)		
Horsepower Of Each Mixer	HP	10		
Low-DO Zone in	n Oxic Tanl	ζ		
Total Design Volume Of Low-DO Zone	gals	25,000		
Volume Of Each Low DO Zone	gals	12,500		
Length/Width Per Low DO Zone	ft x ft	11 x 10		
Maximum SWD In Low DO Zone	ft	17.2		
Type Of Internal Recycle Pump		Non-clog centrifugal type		
Recycle Flow Rate To Pre-Anoxic Tanks	gpm	4,862 to 6,000		
Number Of Internal Recycle Pumps		2 duty, 2 standby		
Capacity Of Each IRQ Pump	gpm	3,038		
Motor Horsepower Of Each IRQ Pump	HP	50		
Type Of IRQ Pump Drive		VFD		
Post-Anoxic Tanks				
Number Of Tanks		2		
Maximum SWD	ft	16.72		
Tank Height	ft	20.5		
Length/Width Per Tank	ft x ft	13.25 x 39.5		
Total Design Tank Volume	gals	121,508		
Volume Of Each Tank	gals	60,754		

Type Mixer		Submersible Propeller
Number Of Mixer Per Tank		1
Motor Horsepower Of Each Mixer		8
MBR Ta	anks	
Number Of Tanks		4
Total Volume Of MBR Tank	gals	147,444
Volume Of Each Tank	gals	51,323
Number Of Membrane Cassettes Per Tank		10
Length/Width Per Tank	ft x ft	32.9 x 19
Tank Height	ft	11
Maximum SWD	ft	16
Design MLSS Concentration	mg/L	10,485
Type And Brand Of Membrane Cassette		OV480
Number Of Membrane Cassettes		40 (10 cassettes per tank)
Total Membrane Surface Area	ft <sup>2</sup>	206,667
Type Of Blower		PD Blower
Number Of Blowers		2 duty, 1 common standby with oxic tank
Motor Horsepower Of Blower	HP	100
Returned Activated Sludge Pumps		Non-clog centrifugal type
Number Of RAS Pumps		4 duty
Capacity Of Each RAS Pump	gpm	2,170
Motor Horsepower Of Each RAS Pump		25
Type Of Pump Drive		VFD
Type Of Permeate Pump		Non-clog centrifugal type
Number Of Permeate Pumps		4
Motor Horsepower Of Each Permeate Pump	HP	20

Capacity Of Each Permeate Pump	gpm	965		
Type Of Permeate Pump Drive		Constant Speed		
Type Of Permeate Flow Control Valves		Modulating butterfly valve		
Type Of Permeate Flow Meters		Magnetic flow meter		
Chlorine Cor	ntact Tanks			
Chlorine Doses	mg/L	5		
Contact Time At Peak Flow	minutes	12.5		
Chlorine Residual	mg/L	2		
Number Of Tanks		2		
Total Effective Tank Volume	gal	44,318		
Effective Volume Of Each Tank	gal	22,159		
Maximum SWD	ft	6		
Tank Height	ft	8		
Number Of Channels In Each Chamber		3		
Width Of Each Channel	ft	4.22		
Length Of Each Channel	ft	39		
Transfer Pumps				
Type Of Transfer Pumps		Vertical Turbine		
Number Of Pumps		1 duty 1 standby		
Motor Horsepower Of Transfer Pump	HP	40		
Type Of Drive		VFD		
Capacity Of Each Pump	gpm	2,100		
Tdh	ft	45		
Reclaimed Water Distribution Pump Station				
Pump Capacity, Gpm Number Of Pump H	Motor Iorsepower, HP	Туре		

1,750	3 (2 Duty, 1 Standby)	125	Vertical Turbine, VFD	
500	1	50	Vertical Turbine, VFD	
200	1	30	Vertical Turbine, VFD	
	Waste Sludge	Holding Tank	s	
Number Of Tanks 2				
Total Volume Of Tanl	X	gals	245,000	
Volume Of Each Tank	ζ.	gals	122,500	
Length X Width Per T	Sank	ft x ft	35 x 33	
Maximum SWD		ft	14	
Height Of The Tank		ft	16	
Number Of Mixer Per	Tank		1	
Type Of Mixer			Submersible propeller	
Horsepower Of Each Mixer			6	
Type Of Aeration Equipment			Coarse bubble diffuser	
Number Of Diffusers Each Tank			28	
Air Required In Each Tank		cfm	491	
Number Of Blowers			1 duty, 1 standby with EQ	
Type Of Blower			PD	
Motor Horsepower Of Each Blower		HP	40	
Chemical Feed Systems				
Alum Feed System				
Type Of Alum Feed P	ump		Hydraulically Actuated Diaphragm Metering Pump	
Design Dosing Rate		gph	6.0	
Capacity Per Pump		gph	15	
Motor Horsepower Of	Each Pump	HP	1	

Number Of Pumps		1 duty, 1 standby
Micro Cg Fee	ed System	
Type Of Micro Cg Pump		Hydraulically Actuated Diaphragm Metering Pump
Design Dosing Rate	gph	22.7
Capacity Per Pump	gph	0.8-40
Motor Horsepower Of Each Pump	HP	1
Number Of Pumps		2 duty, 1 standby
Sodium Hypochlor	ite Feed Sys	tem
Type Of Sodium Hypochlorite Pump		Hydraulically Actuated Diaphragm Metering Pump
Design Dosing Rate	gph	3.48
Capacity Per Pump	gph	0.3-15
Motor Horsepower Of Each Pump	HP	1
Number Of Pumps		1 duty, 1 standby
Sludge Dewateri	ing Facilitie	S
Number Of Sludge Feed Pumps		2 (1 duty, 1 standby)
Type Of Sludge Feed Pump		Progressive Cavity
Horsepower Of Each Sludge Feed Pump	HP	13.2
Sludge Feed Pump Control		VFD
Capacity Each Sludge Pump	gpm	200
Number Of Belt Filter Press		1
Belt Width	meter	2
Motor Horsepower Of BFP Drive	HP	3
Dry Solids Handling Capacity Of BFP	lbs/hr	1,200
Type Of Sludge Cake Pump		Progressive Cavity
Capacity Of Sludge Cake Pump	gpm	12

Number Of Sludge Cake Pump		1
Horsepower Of Sludge Cake Pump	HP	20
Number Of Polymer Feed Pump		2
· · ·		-
Capacity Of Polymer Feed Pump	gph	0.04~2.15
Motor Horsepower Of Polymer Feed Pump	HP	1
Volume Of Polymer Storage Tank	gallons	1,000
Number Of Wash Water Booster Pumps		1
Motor Horsepower Of Each Wash Water Booster Pump	HP	5
Capacity Of Each Wash Water Booster Pump	gpm	120
Wetland Discharge System an	d Dechlorii	nation Facility
Wetland Discharge Piping	LF	11,000
Number Of Chemical Feed Pumps		2 (1 duty, 1 standby)
Type Of Chemical Feed Pump		Hydraulically Actuated Diaphragm Metering Pump
Horsepower Of Each Chemical Feed Pump	HP	13.2
Chemical Feed Pump Control		VFD
Capacity Each Chemical Feed Pump	gph	5.5

The reclaimed water is mainly used as public access reuse. **Table 4** contains a list of the major permitted reuse users. Should there be a decrease in reuse demand and/or during wet weather, the Facility is permitted to discharge their reclaimed water to Hulett Swamp through the APRICOT Act. The permitted discharge flow is 0.6 MGD, AADF.

Site No.	User Name	User Type	Acreage	Capacity (MGD)
1	Palm Coast West N-010	Residential Developments	118	0.41
2	Palm Coast West N-020	Residential Developments	4	0.01

#### Table 4: Palm Coast WWTF #2 Major Public Access Reuse Users

3	Palm Coast West N-030	Business, Commercial, and Industrial Parks	18.1	0.06
4	Palm Coast West N-040	Business, Commercial, and Industrial Parks	9.2	0.03
5	Palm Coast West N-050	Residential Developments	8.8	0.03
6	Palm Coast West N-060	Residential Developments	27.7	0.10
7	Palm Coast West N-070	Other Landscape Irrigation	28.8	0.10
8	Palm Coast West N-080	General Service Area	56.7	0.15
9	Future Development West of the Railroad			1.15
10	Palm Coast West N-Sawmill Creek Course	Golf Courses		0.34
11	Rayonier Property	Other Landscape Irrigation	787	2.14
12	Old Brick	Residential Developments	527	1.43
13	Three Lakes	Residential Developments	580	1.58
14	US Highway 1 (Landscaped area)	Other Landscape Irrigation	76.3	0.27
	<b>R-003 PROJECTED CAPA</b>	ACITY =	2776.3	7.80

## 4. Level of Service Agreement

The goal of the City of Palm Coast WWTF No. 2 is to confirm wastewater is treated effectively and efficiently by providing services that meet or exceed customer expectations and comply with federal and local regulations. This section describes the Utility's level of service (LOS) goals, and the key performance targets for each of the level of service goals for both present, and future performance. The level of service describes the characteristics of the Utility's performance, such as, "how much", "of what nature", and "how frequently" about the service and the performance target define how each level of service will be measured. The Utility's progress toward meeting those goals will be reported annually.

The levels of service determine the amount of funding that is required to maintain, renew and upgrade the water infrastructure to provide the customers with the levels of service specified. The LOS goals are defined across the service area and the performance targets are defined for each goal as a measure of the LOS goal. Changes to the LOS goals and how the Utility addresses the issues will affect funding requirements and how well the Utility can provide the proper service to the community.

Per the City's 2035 Comprehensive Plan, levels of service for wastewater utilities are specified as the following:

• 82 gallons per capita per day based on an equivalent residential unit (ERU) of 2.4 persons per capita/day and a maximum daily flow of 93 gallons per capita per day.

The target levels of service that the Utility has chosen to meet are presented in the City's Comprehensive Plan, as listed in **Table 5**.

## Table 5: City Of Palm Coast Comprehensive Plan -Goals, Objectives, and Policies

				SANITARY	SEWER						
		Funding		Funding		Funding	-	Funding		Funding	
Project	FY 18	Source	FY 19	Source	FY 20	Source	FY 21	Source	FY 22	Source	Total
PEP System	1,200,000	UCPF	1,250,000	UCPF	1,300,000	UCPF	1,100,000	UCPF	1,300,000	UCPF	6,150,00
Wastewater Treatment Plant #1 (Miscellaneous Improvements)	5,170,000	UCPF	500,000	UCPF		UCPF	1,000,000	UCPF	900,000	UCPF	7,570,00
Force Mains											
Pine Lakes to WWTP#2	100,000	UCPF	700,000	UCPF	500,000	UCPF	1,000,000	UCPF			2,300,00
Ravenwood to WWTP#2			10.5355666						50,000	UCPF	50,00
WTP #2 Concentrate Line Coversion			300,000	UCPF	2						
Force Main from Pump Station 4-2 or PS E							450,000				
Reclaimed Water											
US1 Palm Coast Park 16" Discharge with Study	1,500,000	UCPF	1500000	UCPF							3,000,00
Cigar Lake Water Quality Improvements-aeration	200,000	UCPF	1400000	UCPF							1,600,00
Extension to Indian Trails Sports Complex	1,000,000	UCPF									
Wastewater Plant #2											
Engineering, Design, and Construction	5,000,000	UCPF						2.1			5,000,00
WWTP #2 Improvements Discharge Automation	100,000	UCPF				Ú	j j				
Plant Expansion Planning and Engineering									500,000	UCPF	500,00
Aquifer Storage and Recovery Investigation and Land Acquisition					750,000	UCPF			100,000	UCPF	850,00
Reclaimed Water Discharge to Wetlands Design and Construction	500,000	UCPF									500,00
Beachside Sewer System	500,000		1,500,000	UCPF	1,500,000	UCPF					3,500,00
Lift Stations and Pump (Various Locations)	2,130,000	UCPF	1,100,000	UCPF	700,000	UCPF	500,000	UCPF	500,000	UCPF	4,930,00
Rib Site Fencing	200.000										
General Plant R & R - Wastewater	1,120,000		1,120,000	UCPF	1,280,000	UCPF	1,280,000	UCPF	1,280,000	UCPF	6,080,00
Total (S)	18,720,000	1	9,370,000		6,030,000		5,330,000		4,630,000		44,080,00

#### City of Palm Coast Comprehensive Plan - Goals, Objectives, and Policies

## 5. Critical Assets

Certain assets are considered of greater importance in ensuring the effective treatment of wastewater. Therefore, it is essential to identify and prioritize these assets, as well as, to improve practices used for routine operation and maintenance. This process includes reviewing all assets and recording their conditions (likelihood of failure), criticality to the utility (consequence of failure), and redundancy (the number of back-up assets to help support each asset). This will enable the Utility to deliver the level of service described in the previous section.

The asset evaluation for WWTF No. 2 began at the collection system and continued until the point of final discharge. **Table 6** lists assets critical to maintain the performance of the Utility. The CUPSS program and database ranks the assets by their respective consequence of failure (CoF) to the Plant: minor, moderate, major, and catastrophic. Minor being the least severe and catastrophic being the most.

Since Palm Coast's WWTF No. 2 is a brand new facility, all of the equipment is still in excellent condition, with no immediate risk to the Utility. As time progresses, the status of each asset would require re-evaluation. The asset information and condition can be modified in the CUPSS program as shown by the screen shot in **Figure 7**.

Asset Nam	Category	Asset Type	Year Installed	Condition	СоF	Redundancy	Risk	Replacement Date
WWTF No. 2 Force Main	Collection	Distribution / Collection Mains	2017	Excellent	Catastrophic	0%	No Immediate Risk	2/1/2026
Mantanzas Woods Master PS	Pumping Facility	Pumping Equipment	2017	Excellent	Catastrophic	100%	No Immediate Risk	2/1/2051
WWTF No. 2 Influent Meter	Collection	Meters	2017	Excellent	Major	0%	No Immediate Risk	2/1/2038
In-Plant Pump Station	Pumping Facility	Pumping Equipment	2017	Excellent	Major	100%	No Immediate Risk	2/1/2027
Rotary Drum Screen	Treatment	Pretreatment	2017	Excellent	Major	100%	No Immediate Risk	2/1/2038
Grit Removal Unit	Treatment	Pretreatment	2017	Excellent	Moderate	0%	No Immediate Risk	2/1/2049
Odor Control System	Treatment	Pretreatment	2017	Excellent	Major	0%	No Immediate Risk	2/1/2039
EQ Tanks	Treatment	Treatment Equipment	2017	Excellent	Catastrophic	50%	No Immediate Risk	2/1/2071
EQ Tank Mixers	Treatment	Treatment Equipment	2017	Excellent	Major	50%	No Immediate Risk	2/1/2039
EQ Tank Blowers	Treatment	Aeration Pumping Equipment	2017	Excellent	Major	50%	No Immediate Risk	2/1/2038

Table 6:WWTF No. 2 Critical Asset List

EQ Tank Coarse Bubble Aeration	Treatment	Aeration System	2017	Excellent	Major	50%	No Immediate Risk	2/1/2039
EQ Tank Pumps	Treatment	Pumping Equipment	2017	Excellent	Catastrophic	100%	No Immediate Risk	2/1/2038
Anaerobic Basins	Treatment	Treatment Equipment	2017	Excellent	Major	50%	No Immediate Risk	2/1/2071
Anaerobic Mixers	Treatment	Treatment Equipment	2017	Excellent	Minor	50%	No Immediate Risk	2/1/2038
Pre-Anoxic Tanks	Treatment	Treatment Equipment	2017	Excellent	Catastrophic	50%	No Immediate Risk	2/1/2071
Pre-Anoxic Mixers	Treatment	Treatment Equipment	2017	Excellent	Major	50%	No Immediate Risk	2/1/2038
AXR Pumps	Treatment	Pumping Equipment	2017	Excellent	Major	100%	No Immediate Risk	2/1/2027
Oxic Tanks	Treatment	Treatment Equipment	2017	Excellent	Catastrophic	50%	No Immediate Risk	2/1/2071
Oxic Tank Mixers	Treatment	Treatment Equipment	2017	Excellent	Major	50%	No Immediate Risk	2/1/2038
Oxic Tank Blowers	Treatment	Aeration Pumping Equipment	2017	Excellent	Major	50%	No Immediate Risk	2/1/2038
Oxic Tanks Fine Bubble	Treatment	Aeration System	2017	Excellent	Major	50%	No Immediate	2/1/2038

Aeration							Risk	
IRQ Pumps	Treatment	Pumping Equipment	2017	Excellent	Major	100%	No Immediate Risk	2/1/2027
Post-Anoxic Tanks	Treatment	Treatment Equipment	2017	Excellent	Major	50%	No Immediate Risk	2/1/2071
Post-Anoxic Mixers	Treatment	Aeration Pumping Equipment	2017	Excellent	Moderate	50%	No Immediate Risk	2/1/2038
MBR Tanks	Treatment	Treatment Equipment	2017	Excellent	Catastrophic	0%	No Immediate Risk	2/1/2071
MBR Membranes	Treatment	Membranes	2017	Excellent	Major	0%	No Immediate Risk	2/1/2033
MBR Tank Blowers	Treatment	Aeration Pumping Equipment	2017	Excellent	Moderate	50%	No Immediate Risk	2/1/2038
MBR Tank Fine Bubble Aeration System	Treatment	Aeration System	2017	Excellent	Major	0%	No Immediate Risk	2/1/2038
Permeate Pumps	Treatment	Pumping Equipment	2017	Excellent	Moderate	50%	No Immediate Risk	2/1/2038
RAS Pumps	Treatment	Pumping Equipment	2017	Excellent	Moderate	100%	No Immediate Risk	2/1/2038
Permeate Flow Meters	Treatment	Meters	2017	Excellent	Moderate	0%	No Immediate Risk	2/1/2038
Chlorine	Treatment	Disinfection	2017	Excellent	Major	0%	No	2/1/2071

Contact Chambers		Equipment					Immediate Risk	
RCW Transfer Pumps	Treatment	Pumping Equipment	2017	Excellent	Major	100%	No Immediate Risk	2/1/2038
Flow Diversion Control Station	Treatment	Other	2017	Excellent	Major	0%	No Immediate Risk	2/1/2038
2 MG RCW Ground Storage Tank	Storage	Storage	2017	Excellent	Major	0%	No Immediate Risk	2/1/2071
RCW High Service Pumps	Pumping Facility	Pumping Equipment	2017	Excellent	Major	100%	No Immediate Risk	2/1/2038
RCW Flow Meter	Treatment	Meters	2017	Excellent	Moderate	0%	No Immediate Risk	2/1/2038
Reject Flow Meter	Treatment	Meters	2017	Excellent	Minor	0%	No Immediate Risk	2/1/2038
Percolation Pump Station	Pumping Facility	Pumping Equipment	2017	Excellent	Minor	0%	No Immediate Risk	2/1/2071
Reject Return Flow Meter	Treatment	Meters	2017	Excellent	Minor	0%	No Immediate Risk	2/1/2038
Sludge Holding Tanks	Treatment	Digester	2017	Excellent	Major	50%	No Immediate Risk	2/1/2071
Sludge Holding Tank Mixers	Treatment	Treatment Equipment	2017	Excellent	Major	50%	No Immediate Risk	2/1/2039

Sludge Holding Tank Blowers	Treatment	Aeration Pumping Equipment	2017	Excellent	Major	50%	No Immediate Risk	2/1/2039
Sludge Holding Tank Coarse Bubble Aeration System	Treatment	Aeration System	2017	Excellent	Major	50%	No Immediate Risk	2/1/2039
Supernatant Decanter	Treatment	Digesting	2017	Excellent	Major	0%	No Immediate Risk	2/1/2071
Sludge Feed Pumps	Treatment	Pumping Equipment	2017	Excellent	Major	100%	No Immediate Risk	2/1/2038
Belt Filter Press System	Treatment	Solid Waste Handling & Disposal	2017	Excellent	Major	0%	No Immediate Risk	2/1/2038
Dewatered Sludge Shaftless Screw Conveyer	Treatment	Solid Waste Handling & Disposal	2017	Excellent	Major	0%	No Immediate Risk	2/1/2038
Sludge Cake Loading Station	Treatment	Solid Waste Handling & Disposal	2017	Excellent	Major	0%	No Immediate Risk	2/1/2038
Alum Storage Tanks	Treatment	Chemical Feed	2017	Excellent	Major	0%	No Immediate Risk	2/1/2038
Micro-C Storage Tanks	Treatment	Chemical Feed	2017	Excellent	Moderate	50%	No Immediate Risk	2/1/2038

Sodium Hypochlorite Storage	Treatment	Chemical Feed	2017	Excellent	Major	100%	No Immediate Risk	2/1/2049
Alum Feeding Skid	Treatment	Chemical Feed	2017	Excellent	Moderate	100%	No Immediate Risk	2/1/2038
Micro-C Feeding	Treatment	Chemical Feed	2017	Excellent	Major	50%	No Immediate Risk	2/1/2038
Sodium Hypochlorite System	Treatment	Chemical Feed	2017	Excellent	Major	100%	No Immediate Risk	2/1/2038
Polymer Feed System	Treatment	Chemical Feed	2017	Excellent	Moderate	100%	No Immediate Risk	2/1/2038
Motor Control Center	Treatment	Motor Controls / Drives	2017	Excellent	Catastrophic	100%	No Immediate Risk	2/1/2038
Generator	Treatment	Generators	2017	Excellent	Moderate	100%	No Immediate Risk	2/1/2038
Dechlorinatio n System	Treatment	Dechlorinati on	2017	Excellent	Major	100%	No Immediate Risk	2/1/2040
Wetland Discharge System	Discharge	RCW Wetland Discharge	2017	Excellent	Moderate	0%	No Immediate Risk	2/1/2071



#### City of Palm Coast WWTP No.2 Inventory

The following is a list of assets currently in your inventory. To sort the table click on the column headings. To edit the information, right click on the selected record and click "edit row".

Priority	Asset	Category	AssetType	Condition	CoF	Redundancy	Replacement Date
25	Dechlorination System	Treatment	Dechlorination	Excellent	Major	100%	2040-02-01
26	Sludge Feed Pumps	Treatment	Pumping Equipment	Excellent	Major	100%	2038-02-01
27	MBR Tank Fine Bubble Aer	Treatment	Aeration System	Excellent	Major	50%	2038-02-01
28	MBR Membranes	Treatment	Membranes	Excellent	Major	50%	2033-02-01
29	EQ Tank Blowers	Treatment	Aeration Pumping Equipm	Excellent	Major	50%	2038-02-01
30	Oxic Tank Blowers	Treatment	Aeration Pumping Equipm	Excellent	Major	50%	2038-02-01
31	Percolation Pond	Treatment	Storage	Excellent	Minor	0%	2071-02-01
32	Process Water Trough	Treatment	Distribution / Collection Ma	Excellent	Major	50%	2126-02-01
33	Permeate Pipe	Treatment	Treatment Equipment	Excellent	Major	0%	2049-02-01
34	MBR Tanks	Treatment	Treatment Equipment	Excellent	Catastrophic	50%	2071-02-01
35	Pre-Anoxic Mixers	Treatment	Treatment Equipment	Excellent	Major	50%	2038-02-01
36	Oxic Tank Mixers	Treatment	Treatment Equipment	Excellent	Major	50%	2038-02-01
37	Post-Anoxic Tanks	Treatment	Treatment Equipment	Excellent	Major	50%	2071-02-01
38	Anaerboic Mixers	Treatment	Treatment Equipment	Excellent	Minor	50%	2038-02-01
39	Pre-Anoxic Tanks	Treatment	Treatment Equipment	Excellent	Catastrophic	50%	2071-02-01
40	Oxic Tanks	Treatment	Treatment Equipment	Excellent	Catastrophic	50%	2071-02-01
41	Anaerobic Basins	Treatment	Treatment Equipment	Excellent	Major	50%	2071-02-01
42	EQ Tank Pumps	Treatment	Pumping Equipment	Excellent	Catastrophic	100%	2038-02-01
43	EQ Tanks	Treatment	Treatment Equipment	Excellent	Catastrophic	50%	2071-02-01
44	Odor Control System	Treatment	Pretreatment	Excellent	Major	0%	2039-02-01
45	Grit Removal Unit	Treatment	Pretreatment	Excellent	Moderate	0%	2049-02-01
46	WWTP No.2 Influent Meter	Collection	Meters	Excellent	Major	0%	2038-02-01
47	WWTP No.2 Force Main	Collection	Distribution / Collection Ma	Excellent	Catastrophic	0%	2126-02-01
48	Post Anoxic Mixers	Treatment	Aeration Pumping Equipm	Excellent	Moderate	50%	2038-02-01
49	MBR Tank Blowers	Treatment	Aeration Pumping Equipm	Excellent	Moderate	50%	2038-02-01
50	Sludge Cake Loading Station		Solid Waste Handling & Dis		Major	0%	2038-02-01
51	2MG RCW Ground Storage		Storage	Excellent	Major	0%	2071-02-01
52	RCW High Service Pumps	Pumping Facility	Pumping Equipment	Excellent	Major	50%	2038-02-01
53	RCW Flow Meter	Treatment	Meters	Excellent	Moderate	0%	2038-02-01
54	Reject Return Pipe	Treatment	Distribution / Collection Ma	Excellent	Moderate	0%	2071-02-01
55	Flow Diversion Control Sta	Treatment	Other	Excellent	Major	0%	2038-02-01
56	Reject Flow Meter	Treatment	Meters	Excellent	Minor	0%	2038-02-01
57	Percolation Pump Station	Pumping Facility	Pumping Equipment	Excellent	Minor	0%	2071-02-01
58	Reject Return Flow Meter	Treatment	Meters	Excellent	Minor	0%	2038-02-01
59	Permeate Flow Meters	Treatment	Meters	Excellent	Moderate	0%	2038-02-01
60	Belt Filter press system	Treatment	Solid Waste Handling & Dis		Major	0%	2038-02-01
61	Chlorine Contact Chambers	Treatment	Disinfection Equipment	Excellent	Major	50%	2071-02-01
62	RAS Pumps	Treatment	Pumping Equipment	Excellent	Moderate	100%	2038-02-01
63	Permeate Pumps	Treatment	Pumping Equipment	Excellent	Moderate	50%	2038-02-01

Figure 7: City of Palm Coast CUPSS Program Inventory List Scree Shot Example.

## 6. Operation and Maintenance Strategy

Operation and Maintenance (O&M) consists of preventive and emergency/reactive maintenance. The strategy for O&M varies by the asset, criticality, condition and operating history. The risk matrix in CUPSS "My Check Up Asset Report" provides the Utility's assets and identifies the risk value for each asset. This risk matrix and the aforementioned critical assets were used as the basis for establishing the maintenance program as a way to make sure that the Utility addresses the highest risk assets. In addition, the maintenance program incorporates the level of service performance objectives to ensure that the Utility is running at a level acceptable to the customer.

Unexpected incidents could require changing the maintenance schedule for some assets. This is because corrective action must be taken in response to unexpected incidents, including those found during routine inspections and O&M activities. Utility staff will record condition assessments when maintenance is performed, at established intervals, or during scheduled inspections. As an asset is repaired or replaced, its condition will improve and therefore can reduce the overall risk of the asset failing. The maintenance strategy will be revisited every year.

#### 6.1 Preventative Maintenance

Preventive maintenance pertains to the day-to-day work necessary to keep assets operating properly, which includes the following:

1. Regular and ongoing annual tasks necessary to keep the assets at their required service level

2. Daily general upkeep designed to keep the assets operating at the required levels of service

3. Tasks that provide for the normal care and attention of the asset including repairs and minor replacements

Preventive maintenance is carried out because of a planned maintenance program, such as regularly scheduled asset repairs, and historically problematic operations. Equipment must be maintained according to manufacturer's recommendations to achieve the maximum return on investment. In CUPSS, the "My O&M" module is helpful to keep all operation and maintenance tasks organized and managed. For each task the recurrence time and recurrence frequency will be identified. Generally, the following tasks are defined:

#### • Daily tasks

- Plant walk through
- Check Matanzas Woods Pump Station
- Visual inspect the screen and grit removal system
- o Check blowers
- Check DO probes
- Check recycle pumps
- Check belt filter press and conveyor

- Check the membrane performance
- Check chemicals utilized and storage areas
- Weekly tasks
  - Check and grease mechanical equipment for screen and grit removal
  - Check chemical storage for availability
  - Preventative maintenance to chemical feed pump
  - Check scum pump system
  - Digester supernatant sampling
  - Check generator fuel and oil
  - Check available security equipment and emergency response plans
- Monthly tasks
  - Headworks: remove grit and screenings; lube grit conveyor, check / adjust alignment
  - o EQ tank: alternate / check the pumps
  - o Blowers: alternate blowers; clean intake filters / change as needed
  - Recycling pumps: alternate / check the pumps
  - Sludge pumps: Calculate waste activated sludge
  - Disinfection: preventive maintenance to chlorine feed system; check and replace chemical supply
  - Dechlorination: check and replace dechorination chemical supply
  - Workshop: preventive maintenance of tools and equipment
- Annual, semi-annual, and quarterly tasks
  - Collection system: check force main and manholes
  - o Headworks: lube valves and motors
  - o Treatment tanks: preventive maintenance to valves, pumps, mixers, and aerators
  - Recycling pumps: change oil, lube valves, check for leaks in pipes
  - Chlorine Contact Tank: drain / clean contact tank; lube gates; check/calibrate residual analyzer
  - Flow meters: annual calibration
  - Motor Control Center (MCC): Preventive maintenance to all MCCs

**Table 7** shows preventive maintenance schedule and manufacturer's recommended servicing intervals. This schedule can be modified in the CUPSS program and shall be adjusted according to the plant needs. Details of the maintenance program and records shall be referred to the City's CUPSS program. **Figure 8** is a screen shot of the CUPSS O&M calendar. Tasks can be added or edited. New task work sheet in word format can be printed for the utility use. An example is shown in **Figure 9**.

Task Name	Frequency	Estimate Annual Cost	Deferred Maintenance
Anaerobic Basin - Anaerobic Basins	Every 1 Day(s) 1 Time(s) Per Day		
Calculate Waste Activated Sludge - Sludge Feed Pumps	The Last Friday Every 1 Month(s)		
Change Oil - RAS Pumps	The 2nd Wednesday Every 3 Month(s)		
Check Alum Feeding Supply - Alum Storage Tanks	Every 1 Day(s) 1 Time(s) Per Day		
Check Alum Feeding Supply - Alum Storage Tanks	Every 1 Day(s) 1 Time(s) Per Day		
Check and Grease Mechanical Equipment for Screen and Grit Removal - Grit Removal Unit	Every 1 Week(s) On Monday		
Check and Grease Mechanical Equipment for Screen and Grit Removal - Grit Removal Unit	Every 1 Week(s) On Monday		
Check and Replace Chlorine Supply - Dechlorination System	Every 17 Week(s) On Wednesday		
Check AXR Pumps - AXR Pumps	Every 1 Week(s) On Wednesday		
Check AXR Pumps – AXR Pumps	The Last Thursday Every 1 Month(s)		
Check AXR Pumps – AXR Pumps	Every 1 Week(s) On Thursday		
Check EQ Tank and Digester Blowers - EQ Tank Blowers	Every 1 Day(s) 1 Time(s) Per Day		

## Table 7: City of Palm Coast WWTF No. 2 Preventive Maintenance Schedule for 2018

Check EQ Tank and Digester Blowers - EQ Tank Blowers	Every 1 Day(s) 1 Time(s) Per Day	
Check EQ Tank Blower Oil Levels - EQ Tank Blowers	Every 1 Day(s) 1 Time(s) Per Day	
Check Fans, Louvers, and Heating Units - RAS Pumps	The 2nd Wednesday Every 3 Month(s)	
Check for Leaks in Pipes - RAS Pumps	The 2nd Wednesday Every 3 Month(s)	
Check Fuel Tank - Generator	The Last Friday Every 6 Month(s)	
Check Generator - Generator	The Last Friday Every 6 Month(s)	
Check IRQ Pumps - IRQ Pumps	The Last Thursday Every 1 Month(s)	
Check IRQ Pumps – IRQ Pumps	Every 1 Week(s) On Wednesday	
Check Matanzas Wood Pump Station - Matanzas Woods Master Ps	Every 1 Day(s) 1 Time(s) Per Day	
Check Matanzas Wood Pump Station - Matanzas Woods Master Ps	Every 1 Day(s) 1 Time(s) Per Day	
Check MBR Tank Blowers Oil Levels - MBR Tank Blowers	Every 1 Day(s) 1 Time(s) Per Day	
Check Micro-C Feeding Supply – Micro-C Storage Tanks	Every 1 Day(s) 1 Time(s) Per Day	
Check Micro-C Feeding Supply – Micro-C Storage Tanks	Every 1 Day(s) 1 Time(s) Per Day	
Check Oxic and MBR Tank Blowers - MBR Tank Blowers	Every 1 Day(s) 1 Time(s) Per Day	

Check Oxic Tank Blower Oil Levels - Oxic Tank Blowers	Every 1 Day(s) 1 Time(s) Per Day	
Check Permeate Flow Meter - Permeate Flow Meters	Every 1 Day(s) 1 Time(s) Per Day	
Check Permeate Flow Meter - Permeate Flow Meters	Every 1 Day(s) 1 Time(s) Per Day	
Check Permeate Pump System - Permeate Pumps	Every 1 Week(s) On Tuesday	
Check Permeate Pumps - Permeate Pumps	The Last Thursday Every 1 Month(s)	
Check Permeate Pumps - Permeate Pumps	Every 1 Week(s) On Wednesday	
Check Pumps - EQ Tank Pumps	The Last Tuesday Every 1 Month(s)	
Check RCW Flow Meter - RCW Flow Meter	Every 1 Day(s) 1 Time(s) Per Day	
Check RCW Flow Meter - RCW Flow Meter	Every 1 Day(s) 1 Time(s) Per Day	
Check Recycle Pumps - RAS Pumps	Every 1 Day(s) 1 Time(s) Per Day	
Check Reject Flow Meter - Reject Flow Meter	Every 1 Day(s) 1 Time(s) Per Day	
Check Reject Return Flow Meter - Reject Return Flow Meter	Every 1 Day(s) 1 Time(s) Per Day	
Check Return Activated Sludge Pumps - RAS Pumps	The Last Thursday Every 1 Month(s)	
Check Sludge Tank Blowers Oil Levels - Sludge Holding Tanks Blowers	Every 1 Day(s) 1 Time(s) Per Day	

Check Sodium Hypochlorite Feeding Supply - Sodium Hypochlorite Storage Tanks	Every 1 Day(s) 1 Time(s) Per Day	
Check Sodium Hypochlorite Feeding Supply - Sodium Hypochlorite Storage Tanks	Every 1 Day(s) 1 Time(s) Per Day	
Check the Membrane Performance - MBR Membranes	Every 1 Day(s) 1 Time(s) Per Day	
Check the Membrane Performance - MBR Membranes	Every 1 Day(s) 1 Time(s) Per Day	
Chlorine Contact Tank - Chlorine Contact Chambers	The 2nd Thursday Every 6 Month(s)	
Chlorine Residual: Check Recorder Chart and Electrolyte - Chlorine Contact Chambers	Every 1 Week(s) On Thursday	
Chlorine Residual: Check Recorder Chart and Electrolyte - Dechlorination System	Every 1 Week(s) On Thursday	
Clean Filters on Variable Flow Drives - RAS Pumps	The 2nd Wednesday Every 3 Month(s)	
Clean Influent Screens - Rotary Drum Screen	Every 1 Day(s) 1 Time(s) Per Day	
Clean Influent Screens - Rotary Drum Screen	Every 1 Week(s) On Wednesday	
Collection System - WWTF No. 2 Force Main	The 2nd Monday of January	
Collection System - WWTF No. 2 Force Main	The 2nd Monday Every 3 Month(s)	
Dechlorination - Dechlorination System	The Last Thursday Every 1 Month(s)	

Dechlorination - Dechlorination System	Day 1 Of Every 1 Month(s)	
Disinfection - Dechlorination System	The Last Wednesday Every 1 Month(s)	
Disinfection - Dechlorination System	The Last Thursday Every 1 Month(s)	
Drain Clean/Clean Contact Tank - Chlorine Contact Chambers	The 1st Monday Every 6 Month(s)	
EQ Tank Blowers Maintenance - EQ Tank Blowers	The Last Wednesday Every 1 Month(s)	
Exercise/Lube Valves - EQ Tanks	The 1st Monday Every 6 Month(s)	
Exercise/Lube Valves - Grit Removal Unit	Every 26 Week(s) On Monday	
Flow Meter Calibration - WWTF No.2 Influent Meter	Every January 2	
Grease Motors - RAS Pumps	The 2nd Wednesday Every 3 Month(s)	
Headworks - Grit Removal Unit	The Last Monday Every 1 Month(s)	
Headworks - Rotary Drum Screen	The 2nd Tuesday Every 3 Month(s)	
Inspect/Calibrate DO, pH, and/or ORP Probes - Oxic Tanks	Every 1 Week(s) On Monday	
Inspect/Calibrate DO, pH, and/or ORP Probes - Oxic Tanks	The 4th Thursday Every 1 Month(s)	
Inspect/Calibrate DO, pH, and/or ORP Probes - Post-Anoxic Tanks	Every 1 Week(s) On Monday	

Inspect/Calibrate DO, pH, and/or ORP Probes - Post-Anoxic Tanks	The 4th Thursday Every 1 Month(s)	
Inspect/Calibrate DO, pH, and/or ORP Probes - Pre-Anoxic Tanks	Every 1 Week(s) On Monday	
Inspect/Calibrate DO, pH, and/or ORP Probes - Pre-Anoxic Tanks	Day 1 Of Every 1 Month(s)	
Inspect/Exercise Generator - Generator	Every 1 Week(s) On Thursday	
Inspect/Exercise Generator - Generator	The 3rd Wednesday Every 1 Month(s)	
Lube/Exercise Valves - RAS Pumps	The 2nd Wednesday Every 3 Month(s)	
MBR Tank Blowers Maintenance - MBR Tank Blowers	The Last Wednesday Every 1 Month(s)	
MBR Tanks - MBR Tanks	Every 1 Day(s) 1 Time(s) Per Day	
MBR Tanks - MBR Tanks	Every 1 Day(s) 1 Time(s) Per Day	
Oxic Tank Blowers Maintenance - Oxic Tank Blowers	The Last Wednesday Every 1 Month(s)	
Oxic Tanks - Oxic Tanks	Every 1 Day(s) 1 Time(s) Per Day	
Oxic Tanks - Oxic Tanks	Every 1 Day(s) 1 Time(s) Per Day	
Perform Chemical Cleansing - MBR Membranes	Day 20 Of Every 6 Month(s)	
Post-Anoxic Tank - Post-Anoxic Tanks	Every 1 Day(s) 1 Time(s) Per Day	

Post-Anoxic Tank - Post-Anoxic Tanks	Every 1 Day(s) 1 Time(s) Per Day	
Pre-Anoxic Tank - Pre-Anoxic Tanks	Every 1 Day(s) 1 Time(s) Per Day	
Pre-Anoxic Tank - Pre-Anoxic Tanks	Every 1 Day(s) 1 Time(s) Per Day	
Preventative Maintenance to Chemical Feed Pump - Alum Feeding Skid	Every 1 Week(s) On Wednesday	
Preventative Maintenance to Chemical Feed Pump - Dechlorination System	Every 1 Week(s) On Wednesday	
Preventative Maintenance to Chemical Feed Pump - Sodium Hypochlorite System	Every 1 Week(s) On Wednesday	
RCW Distribution Pumps - RCW High Service Pumps	The Last Thursday Every 1 Month(s)	
RCW Distribution Pumps - RCW High Service Pumps	Day 1 Of Every 1 Month(s)	
Recycling Pumps - RAS Pumps	The 2nd Wednesday Every 3 Month(s)	
Sample and Analyze Sludge As Necessary - Belt Filter Press System	Every 1 Day(s) 1 Time(s) Per Day	
Sludge Dewatering - Belt Filter Press System	Every 1 Day(s) 1 Time(s) Per Day	
Sludge Dewatering - Belt Filter Press System	Every 1 Day(s) 1 Time(s) Per Day	
Sludge Holding Tank Blower Maintenance - Sludge Holding Tanks Blowers	The Last Wednesday Every 1 Month(s)	

Test Leak Alarm and Exhaust System - Dechlorination System	Every 26 Week(s) On Monday	
Visual Inspect the Grit Removal Unit - Grit Removal Unit	Every 1 Day(s) 1 Time(s) Per Day	
Visual Inspect the Grit Removal Unit - Grit Removal Unit	Every 1 Day(s) 1 Time(s) Per Day	
Aeration Tanks: Check Piping for Holes or Leaks.	The 1st Monday Of May	
Blowers	The Last Tuesday Every 1 Month(s)	
Blowers: Rotate Blowers.	The 1st Thursday Every 1 Month(s)	
Check Available Security Equipment and Emergency Response Plans	Every 1 Week(s) On Friday	
Check Available Security Equipment and Emergency Response Plans	The 4th Thursday Every 1 Month(s)	
Check Chemical Storage for Availability	Every 1 Week(s) On Monday	
Check Chemical Storage for Availability	Every 1 Week(s) On Thursday	
Check Motor Control Centers	Every 1 Day(s) 1 Time(s) Per Day	
Check Motor Control Centers	Every 1 Day(s) 1 Time(s) Per Day	
Check Power Sources and Back Up Power	Every 1 Week(s) On Friday	
Chemical Feed System: Change Feed Pump and Check Pumpage.	Every 1 Week(s) On Thursday	

Chemical Feed System: Check Chemical Storage for Availability.	Every 1 Week(s) On Monday	
Chlorine Disinfection: Preventive Maintenance to Cl2 Feed System.	Every 1 Week(s) On Friday	
Cl2 Residual Analyzer: Check Recorder Chart and Electrolyte.	Every 1 Week(s) On Friday	
Collection System: Check Pumping Stations.	Every 1 Week(s) On Wednesday	
Collection System: Check Sewer Lines and Manholes.	The 2nd Friday Every 1 Month(s)	
Composite Samplers: As Appropriate, Set-Up Influent & Effluent Samplers. Collect, Preserve/Stabilize, Transport Samples.	Every 1 Week(s) On Tuesday	
Digester: Decant Supernatant.	Every 1 Week(s) On Friday	
Grab Samples	Every 1 Day(s) 1 Time(s) Per Day	
Grab Samples	Every 1 Day(s) 1 Time(s) Per Day	
Grab Samples: Fecal Coliform (FC).	Every 1 Week(s) On Monday	
Motor Control Center	The 2nd Thursday Every 6 Month(s)	
Motor Control Center (MCC): Check Voltage/Ampere (V/A) on Motors Fed from All MCCs.	The 3rd Friday Every 2 Month(s)	
Motor Control Center (MCC): Preventive Maintenance to All MCCs.	The 1st Monday Of July	

Plant Walk Through	Every 1 Day(s) 1 Time(s) Per Day	
Plant Walk Through	Every 1 Day(s) 1 Time(s) Per Day	
Preventive Maintenance to Scum Pumps	The 1st Monday Of January	
Recirculating / Return Activated Sludge Pumps: Alternate / Check Lead Pump.	The 1st Friday Every 1 Month(s)	
Recirculating / Return Activated Sludge Pumps: Check for Leaks in Pipes.	The 1st Monday Of April	
Recirculating / Return Activated Sludge Pumps: Clean Filters on Variable Flow Drive(S).	The 1st Monday Of April	
Scum Pits: Dewater & Clean.	Every 1 Week(s) On Wednesday	
Scum Pits: Preventive Maintenance to Scum Pumps.	The 1st Monday Of August	
Shop: Check Available Security Equipment and Emergency Response Plans.	The 2nd Tuesday Every 6 Month(s)	
Shop: Preventive Maintenance of Tools & Equipment.	Day 1 Of Every 6 Month(s)	
Sludge Dewatering: Dispose of Sludge Per 503 Regulations.	Every 1 Week(s) On Friday	
Sludge Dewatering: Make Sure the System is Functioning Properly.	Every 1 Week(s) On Friday	
Sludge Pumps	The Last Wednesday Every 1 Month(s)	

Supernatant Sampling	Every 1 Week(s) On Monday	
Treatment Tanks	The 2nd Wednesday Every 6 Month(s)	
Update My CUPSS Plan	One Time	
Workshop	The Last Friday Every 1 Month(s)	
Total Maintenance Cost		
Total Deferred Maintenance Cost		

\*Additional cost necessary to fully implement the above described maintenance program are specified in the last column. These costs must be budgeted into the annual operating budget in order to achieve the manufacturer's recommended life expectancy and highest return on investment. Often the greatest obstacle to improved maintenance is staffing. Labor shortages must be addressed before an improved preventive maintenance plan can be implemented.

of Palm Coast WWTP No.2 Oper					Add A Task   P	rint Blank Worksheet   Search Print Worksheets By Date
&M section allows you to filter tasks Utility City of Palm Coast WWTP No.		✓ Year 2018 ✓	Show Completed Tasks			Print worksneets by Date
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30						

Figure 8: City of Palm Coast WWTF NO.2 CUPSS O&M Example Screen Shot.

New T	ask		
Task Name			
Is this a Capita	al Improveme	nt Project? 🛛 Ye	s 🗆 No
e			
-			
Poor Ver	/ Poor		
		Yes 🗆 No	)
Amount	Unit	Date	Time
Completed D	te I Time	Shell Car	late d
Completed Da	ate i nme	Starr Comp	leted
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	Task Name Repair  Repa	Repair Rehabilitation If     Is this a Capital Improvement     Is this a Capital Improvement     %     Poor Very Poor     facturer's recommendations?     Amount Unit     Completed Date \ Time     Completed Date \ Time     Image: Annually     week(s) on     (Week of month)	Task Name         Repair       Rehabilitation       Replacement       O         Is this a Capital Improvement Project?       Yes       Yes         \$       %        Second S

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## Figure 9: CUPSS Program New Task Work Sheet Example.

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### 6.2 Emergency / Reactive Maintenance

Reactive maintenance is often carried out because of customer requests or sudden asset failures. The required service and maintenance to fix the customers issue(s) is identified by staff inspection. Staff can use **Table 8** to record the emergency maintenance cost.

#### Table 8: Palm Coast's WWTF No. 2 Emergency/Reactive Maintenance Expenses for 2018

Task Name	Cost(\$)	Frequency	Estimate Annual Cost
Total Emergency / Reactive Cost			0

#### 6.3 Deferred Maintenance

Deferred maintenance is any maintenance, repair, restoration, or replacement work, that should have been accomplished before now, and that has not been performed. Since the facility is brand new and there is no deferred maintenance items currently.

## 7. Capital Improvement Program

The City of Palm Coast capital improvement program (CIP) plan is the description of future capital projects. Capital improvement projects generally create a new asset that previously did not exist or they upgrade and improve an existing capacity. The projects can result from growth or environmental needs, such as the following:

1. Expenditure that purchases or creates a new asset or in any way improves an asset beyond its original design capacity

2. Upgrades that increase the capacity of the asset

3. Construction designed to produce an improvement in the standard operation of the asset beyond its present capacity

In addition to CIPs, are renewal or rehabilitation strategies. Renewal expenditure is anything that does not increase the asset's design capacity but restores an existing asset to its original capacity. Any improvement projects that require more than simply restoring an asset to its original capacity are deemed to be a renewal project, such as the following:

1. Activities that do not increase the capacity of the asset (i.e., upgrade and enhance the assets restoring them to their original size, condition, and capacity)

2. Rehabilitation involving improvements and realignment or restores the assets to a new or fresh condition

In making renewal decisions, the Utility considers several categories other than the normally recognized physical, failure or breakage. Such renewal decisions include the following:

- 1. Structural
- 2. Capacity
- 3. Level of service failures
- 4. Outdated functionality
- 5. Cost or economic impact

The Utility staff and management are made aware of potential assets that need to be repaired or rehabilitated through the CUPSS software. Reminders in the CUPSS task calendar will alert staff members when the condition of an asset begins to decline according to the manufacturer's life cycle recommendations of assets. The CUPSS Check Up Reports also provides recommendations (replace, repair, or rehabilitate) for each asset. Because the expected needs of the Utility will change each year, the CIP plan will be updated to reflect those changes. Greater detail is presented in the City's Utility CIP.

## 8. Financial Management Strategy

Capital costs are one-time expenses (not including labor) used to replace or upgrade, because of capacity, a part of the utility. Capital costs do not include any O&M costs.

Costs for CIP projects are funded through general rates, targeted rates and fees and charges. The City is also seeking funding through District grants or FDEP SRF loans. For details of capital projects, see the City's CIP plan.

## 9. Action Plan

The Fiscal Sustainability Plan refers to many objectives, targets, maintenance and improvements for the utility. The City of Palm Coast Utilities staff is scheduled to review this plan annually and update the community on new information and changes.

## City of Palm Coast, Florida Agenda Item

Agenda Date: 10/02/2018

Department Item Key	UTILITY 4290		\$30,000.00 # 54019087 052030	
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Subject RESOLUTION 2018-XX APPROVING A MASTER PRICE AGREEMENT WITH FORT BEND SERVICES FOR NSF 60 ANIONIC POLYMER

#### Background :

#### UPDATE FROM THE SEPTEMBER 25, 2018 WORKSHOP

This item was heard by City Council at their September 25, 2018 Workshop. There were no changes suggested to this item.

#### UPDATE FROM THE SEPTEMBER 25, 2018 WORKSHOP

The City's Utility Department/Water Operations Division utilizes anionic polymer at Water Treatment Plant #2 as a coagulant aid and sludge conditioner in the treatment processes. The City of Palm Coast bid the annual supply of Anionic Polymer through ITB-UT-18-54. This price agreement shall run from October 1, 2018 to September 30, 2019 for the first year and will include two additional one-year renewal options. The lowest responsive bidder was Fort Bend Services.

Staff recommends that the City Council approve a master price agreement with Fort Bend Services based on the City of Palm Coast bid ITB-UT-18-54. The notice of intent to award and project bid overview are attached to this agenda item.

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 Utility Enterprise Fund. Annual spending for FY19 is estimated to be \$30,000.00. The project bid overview is attached to this agenda item.

#### **Recommended Action :**

Adopt Resolution 2018-XX approving a master price agreement with Fort Bend Services for NSF 60 anionic polymer.

#### RESOLUTION 2018-NSF 60 ANIONIC POLYMER FORT BEND SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A MASTER PRICE AGREEMENT WITH FORT BEND SERVICES FOR NSF 60 ANIONIC POLYMER; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Fort Bend Services has expressed a desire to provide NSF 60 Anionic Polymer chemical, 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 Fort Bend Services.

# 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 Fort Bend Services for the annual supply of NSF 60 Anionic 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.

Resolution 2018-\_\_\_\_ Page 1 of 2 **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 2<sup>ND</sup> day of October 2018.

## CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

Virginia A. Smith, City Clerk

Attachment:

Exhibit "A" - Master Price Agreement- Fort Bend Services

Approved as to form and legality

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





Administrative Services & Economic Development Central Services Division 160 Lake Avenue Palm Coast, FL 32164 386-986-3730

## NOTICE OF INTENT TO AWARD

**Project:** ITB-UT-18-54 - Master Price Agreement Contract for NSF neat Anionic Polymer

## Date: 8/28/2018

Appeal Deadline: Appeals must be filed by 5:00 PM on 8/30/2018

Firm	Bid
Fort Bend Services, Inc.	\$0.90/lb.
Stafford, TX	φ0.00/10.
Hawkins, Inc.	\$1.15/lb.
Apopka, FL	¢1110/101
Polydyne Inc.	No Bid
Riceboro, GA	

The intent of the City of Palm Coast is to award ITB-UT-18-54 to Fort Bend Services, Inc.

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





# ITB-UT-18-54 - Master Price Agreement Contract for NSF 60 neat Anionic Polymer

## **Project Overview**

Project Details	
Reference ID	ITB-UT-18-54
Project Name	Master Price Agreement Contract for NSF 60 neat Anionic Polymer
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Invitation to Bid is issued for the purpose of securing a Master Price Agreement Contract with a firm price per pound (delivered) for the purchase of neat NSF 60 approved anionic polymer to be used at the Membrane Softening Water Treatment Plant #2, located at: 50 Citation Blvd., Palm Coast, FL 32164. Estimated annual usage is 33,000 pounds.
Open Date	Jul 11, 2018 8:00 AM EDT
Close Date	Aug 23, 2018 2:00 PM EDT

Awarded Suppliers	Reason	Score
Fort Bend Services, Inc		0 pts

## Seal status



Requested Information	Unsealed on	Unsealed by
References	Aug 23, 2018 2:01 PM EDT	Jesse Scott
Addenda (if issued)	Aug 23, 2018 2:01 PM EDT	Jesse Scott
Forms 1 - 4	Aug 23, 2018 2:01 PM EDT	Jesse Scott
Price Schedule	Aug 23, 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?
Donald Holcomb	Aug 23, 2018 2:04 PM EDT	No
Fred Greiner	Aug 24, 2018 7:24 AM EDT	No
Ryan Bellerive	Aug 24, 2018 8:42 AM EDT	No
Jesse Scott	Aug 23, 2018 2:04 PM EDT	No



# **Project Criteria**

Criteria	Points	Description
Required Forms	Pass/Fail	Completed as requested
Required Forms	Pass/Fail	Technical Review for data, references, accuracy, to access the vendors capabilities
Pricing Review	0 pts	Administrative for logging
Price	Pass/Fail	Review only
Total	0 pts	



# **Scoring Summary**

### **Active Submissions**

	Total	Required Forms	Required Forms	Pricing Review	Price
Supplier	/ 0 pts	Pass/Fail	Pass/Fail	/ 0 pts	Pass/Fail
Fort Bend Services, Inc	0 pts	Pass	Pass	0 pts (\$0.9)	Pass
Hawkins, Inc,	0 pts	Pass	Pass	0 pts (\$1.15)	Pass
Polydyne Inc.	0 pts	Pass	Fail	0 pts (\$999.99)	Fail

### City of Palm Coast, Florida Agenda Item

Agenda Date: 09/25/2018

Department UTILITY Item Key 4295	Amount Account	\$565,000.00 54019086 052030 54019087 052030
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Subject RESOLUTION 2018-XX APPROVING A MASTER PRICE AGREEMENT WITH CARMEUSE LIME AND STONE FOR NSF 60 HIGH CALCIUM BULK QUICKLIME

#### **Background:**

#### UPDATE FROM THE SEPTEMBER 25, 2018 WORKSHOP

This item was heard by City Council at their September 25, 2018 Workshop. There were no changes suggested to this item.

#### **UPDATE FROM THE SEPTEMBER 25, 2018 WORKSHOP**

The City's Utility Department / Water Quality Division utilizes High Calcium Bulk Quick Lime at Water Treatment Plant #1 (1800 tons) and Water Treatment Plant #2 (675 tons) which is used in the treatment process. The City of Palm Coast bid the annual supply of High Calcium Bulk Quicklime in ITB-UT-18-51. This contract shall run from October 1, 2018 to September 30, 2019 for the first year and will include two additional one year renewal options. The lowest responsive bidder was Carmeuse Lime and Stone:

Staff recommends that the City approve a master price agreement with Carmeuse Lime and Stone for High Calcium Bulk Quick Lime supply based on the City of Palm Coast bid ITB-UT-18-51. The notice of intent to award and project bid overview are attached to this agenda item.

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 \$565,000.00.

#### **Recommended Action :**

Adopt Resolution 2018-XX approving a master price agreement with Carmeuse Lime and Stone for NSF 60 High Calcium Bulk Quick Lime.

#### RESOLUTION 2018-\_\_\_\_ NSF 60 HIGH CALCIUM BULK QUICKLIME

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A MASTER PRICE AGREEMENT WITH CARMEUSE LIME AND STONE, FOR NSF 60 HIGH CALCIUM BULK QUICKLIME; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** Carmeuse Lime and Stone has expressed a desire to provide NSF 60 high calcium bulk quicklime chemical 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 Carmeuse Lime and Stone.

# 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 Carmeuse Lime and Stone, for the purchase of the annual supply of NSF 60 High Calcium Bulk Quicklime, 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.

Resolution 2018-\_\_\_\_ Page 1 of 2 **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 2nd day of October 2018.

### CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

Virginia A. Smith, City Clerk

Attachment: Exhibit "A" –Master Price Agreement-Carmeuse Lime and Stone

Approved as to form and legality

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

> Resolution 2018-\_\_\_\_ Page 2 of 2





Administrative Services & Economic Development Central Services Division 160 Lake Avenue Palm Coast, FL 32164 386-986-3730

# NOTICE OFNOTICE OF INTENT TO AWARD

**Project:** ITB-UT-18-51 - Master Price Agreement Contract for High Calcium Quicklime

### Date: 8/2/2018

Appeal Deadline: Appeals must be filed by 5:00 PM on 8/7/2018

Firm	Bid Price per Ton
Carmeuse Lime and Stone Pittsburg, PA	\$244.59
Lhoist North America of Alabama, LLC Lakeland, FL	\$333.39

The intent of the City of Palm Coast is to award ITB-UT-18-51 to Carmeuse Lime and Stone

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





# ITB-UT-18-51 - Master Price Agreement Contract for High Calcium Bulk Quicklime

# **Project Overview**

Project Details	
Reference ID	ITB-UT-18-51
Project Name	Master Price Agreement Contract for High Calcium Bulk Quicklime
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Invitation to Bid is issued for the purpose of securing a firm price per ton (delivered) for the purchase of 90% available Calcium Oxide to be used at Water Treatment Plant 1 and Water Treatment Plant 2 locations. The objective of the bid will be a Master Price Agreement Contract with a firm price per ton (Delivered, F.O.B. Destination). Estimated usage for Fiscal Year 2019 is approximately 2,480 tons (covering both plants). Fiscal Year 2019 begins on October 1, 2018.
Open Date	Jul 11, 2018 8:00 AM EDT
Close Date	Jul 26, 2018 2:00 PM EDT

Awarded Suppliers	Reason	Score
Carmeuse Lime & Stone		0 pts



### Seal status

Requested Information	Unsealed on	Unsealed by
Price Schedule	Jul 26, 2018 2:01 PM EDT	Jesse Scott
References	Jul 26, 2018 2:01 PM EDT	Jesse Scott
Forms 1 - 4	Jul 26, 2018 2:01 PM EDT	Jesse Scott
Addenda if Issued	Jul 26, 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. 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 Holcomb	Jul 26, 2018 2:03 PM EDT	No
Fred Greiner	Jul 26, 2018 2:07 PM EDT	No
Ryan Bellerive	Jul 30, 2018 8:03 AM EDT	No

Generated on Sep 20, 2018 2:53 PM EDT - Jesse Scott



Jesse Scott	Jul 26, 2018 2:02 PM EDT	No



# **Project Criteria**

Criteria	Points	Description
Required Forms	Pass/Fail	Completed as requested
Addenda if issued	Pass/Fail	Signed and Dated
Administrative Price Review	0 pts	Completed as requested
Technical Forms Review	Pass/Fail	Complete and meets requirtements
Bid Forms Pricing	Pass/Fail	Completed and meets requirements
Total	0 pts	



# **Scoring Summary**

### **Active Submissions**

	Total	Required Forms	Addenda if issued	Administrative Price Review	Technical Forms Review
Supplier	/ 0 pts	Pass/Fail	Pass/Fail	/ 0 pts	Pass/Fail
Lhoist North America of Alabama, LLC	0 pts	Pass	Pass	0 pts (\$333.39)	Pass
Carmeuse Lime & Stone	0 pts	Pass	Pass	0 pts (\$244.59)	Pass

	Bid Forms Pricing
Supplier	Pass/Fail
Lhoist North America of Alabama, LLC	Pass

Generated on Sep 20, 2018 2:53 PM EDT - Jesse Scott



	Bid Forms Pricing
Supplier	Pass/Fail
Carmeuse Lime & Stone	Pass

### City of Palm Coast, Florida Agenda Item

Agenda Date: 9/25/2018

Department	UTILITY	Amount	\$93,000.00
Item Key	4297	Account	# 54019085 052030
			54019087 052030

Subject RESOLUTION 2018-XX APPROVING A MASTER PRICE AGREEMENT WITH UNIVAR USA INCORPORATED FOR 25% NSF 60 SODIUM HYDROXIDE

#### **Background :**

#### **UPDATE FROM THE SEPTEMBER 25, 2018 WORKSHOP**

This item was heard by City Council at their September 25, 2018 Workshop. There were no changes suggested to this item.

#### UPDATE FROM THE SEPTEMBER 25, 2018 WORKSHOP

The City's Utility Department/Water Operations Division utilizes 25% Sodium Hydroxide (Membrane Grade Caustic) at both Water Treatment Plant #2 and Water Treatment Plant #3 which is used in the treatment process. The City of Palm Coast bid the annual supply of Sodium Hydroxide through ITB-UT-18-55. This contract shall run from October 1, 2018 to September 30, 2019 for the first year and will include two additional one-year renewal options. The lowest responsive bidder was Univar USA Incorporated.

Staff recommends that the City approve a master price agreement with Univar USA Incorporated for 25% Sodium Hydroxide (Membrane Grade Caustic) supply based on the City of Palm Coast bid ITB-UT-18-55. The notice of intent to award and project bid overview are attached to this agenda item.

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 \$93,000.00.

#### **Recommended Action :**

Adopt Resolution 2018-XX approving a master price agreement with Univar USA Incorporated for 25% NSF 60 Sodium Hydroxide (Membrane Grade Caustic).

#### RESOLUTION 2018-\_\_\_\_ SODIUM HYDROXIDE (MEMBRANE GRADE)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A CONTRACT WITH UNIVAR USA INC. TO PURCHASE 25% NSF 60 SODIUM HYDROXIDE (MEMBRANE GRADE); 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,** Univar USA Inc. has expressed a desire to provide NSF 60 Sodium Hydroxide (Membrane grade) chemical, 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 Univar USA Inc.

# 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 Univar USA, Inc., to the purchase of the annual supply of 25% NSF 60 Sodium Hydroxide (Membrane Grade), 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.

Resolution 2018-\_\_\_\_ Page 1 of 2 **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 2<sup>nd</sup> day of October 2018.

#### CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

Virginia A. Smith, City Clerk

Attachment: Exhibit "A" – Contract-Univar USA Incorporated.

Approved as to form and legality

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

> Resolution 2018-\_\_\_\_ Page 2 of 2





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-18-55 - Master Price Agreement Contract for Sodium Hydroxide 25%

### Date: 8/2/2018

Appeal Deadline: Appeals must be filed by 5:00 PM on 8/7/2018

Firm	Bid Price per Ton
Univar USA, Inc. Morrisville, PA	\$186.00
Brenntag Mid-South, Inc. Orlando, FL	\$204.40
Allied Universal Corporation Miami, FL	\$227.00

The intent of the City of Palm Coast is to award ITB-UT-18-55 to Univar USA, Inc.

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



# ITB-UT-18-55 - Master Price Agreement Contract for Sodium Hydroxide 25%

# **Project Overview**

Project Details	
Reference ID	ITB-UT-18-55
Project Name	Master Price Agreement Contract for Sodium Hydroxide 25%
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Invitation to Bid is issued for the purpose of securing a firm price per ton (delivered) for the purchase of Sodium Hydroxide 25% to be used at Water Treatment Plant 1 and Water Treatment Plant 2 locations.
Open Date	Jul 11, 2018 8:00 AM EDT
Close Date	Jul 26, 2018 2:00 PM EDT

Awarded Suppliers	Reason	Score
Univar USA Inc.		0 pts

### Seal status



Requested Information	Unsealed on	Unsealed by
Price Schedule	Jul 26, 2018 2:07 PM EDT	Jesse Scott
References	Jul 26, 2018 2:07 PM EDT	Jesse Scott
Addenda Signed and Dated (if issued)	Jul 26, 2018 2:07 PM EDT	Jesse Scott
Forms 1-4	Jul 26, 2018 2:07 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 Holcomb	Jul 26, 2018 2:36 PM EDT	No
Fred Greiner	Jul 26, 2018 2:10 PM EDT	No
Ryan Bellerive	Jul 30, 2018 7:57 AM EDT	No
Jesse Scott	Jul 26, 2018 2:08 PM EDT	No

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# **Project Criteria**

Criteria	Points	Description
Price Schedule	Pass/Fail	Completed as requested for Technical Review
Price Schedule	0 pts	Recorded price noted from Price Schedule in format\$00.00. Administrative review and recording.
References and Forms 1-4	Pass/Fail	Completed as requested for Administrative review
References and Forms 1-4	Pass/Fail	Technical Review
Addenda	Pass/Fail	Signed and Dated as required if any Addenda is issued
Total	0 pts	



# **Scoring Summary**

### **Active Submissions**

	Total	Price Schedule	Price Schedule	References and Forms 1-4	References and Forms 1-4
Supplier	/ 0 pts	Pass/Fail	/ 0 pts	Pass/Fail	Pass/Fail
Allied Universal Corporation	0 pts	Pass	0 pts (\$227)	Pass	Pass
Brenntag Mid South Inc	0 pts	Pass	0 pts (\$204.4)	Pass	Pass
Univar USA Inc.	0 pts	Pass	0 pts (\$186)	Pass	Pass

	Addenda
Supplier	Pass/Fail

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	Addenda	
Supplier	Pass/Fail	
Allied Universal Corporation	Pass	
Brenntag Mid South Inc	Pass	
Univar USA Inc.	Pass	

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### City of Palm Coast, Florida Agenda Item

Agenda Date : 10/02/2018

#### Department

Item Key 4360

Amount Account #

Subject DISCUSSION CITY MANAGER SEARCH PROCESS

#### Background :

#### UPDATE FROM THE SETEPMBER 25, 2018 WORKSHOP

City Council requested this item be discussed at their next business meeting.

#### **ORIGINAL BACKGROUND FROM THE SEPTEMBER 25, 2018 WORKSHOP**

This item is for City Council to discuss the process for the City Manager search. Attached is the proposal and presentation from a previous meeting along with the contract documents with Strategic Government Resources (SGR) for information purposes.

#### **Recommended Action :**

For Discussion.

# **PROPOSAL FOR EXECUTIVE RECRUITMENT SERVICES**

# CITY MANAGER – PALM COAST, FLORIDA

March 2018

Strategic Government Resources

Ron Holifield, CEO P.O. Box 1642 Keller, Texas 76244 214-676-1691 Ron@GovernmentResource.com



# **SOLUTIONS REQUEST EXECUTIVE SUMMARY**

# CITY MANAGER – PALM COAST, FLORIDA





March 14, 2018

The Honorable Milissa Holland, Mayor of Palm Coast and Members of the Palm Coast City Council City of Palm Coast 160 Lake Avenue Palm Coast, Florida 32164

Dear Mayor Holland and Members of the City Council:

Thank you for the opportunity to submit this proposal to assist the City of Palm Coast in your search for a new City Manager, as listed in RFS-ADM-18-25. All terms and conditions of the RFP are understood and acknowledged by the undersigned.

SGR is one of the top three local government executive recruitment firms in the nation and has the unique ability to provide an innovative, personalized and comprehensive recruitment to meet your needs.

I would like to draw your attention to a few key items that distinguish SGR from other recruitment firms:

- In a 2011 survey, administered by Town Hall Partners, LLC, assessing the reputation of ten executive search firms among the city management community throughout Texas, SGR was rated above all other firms in clients' perception of our reputation for providing innovative services and solutions.
- As CEO of SGR, I have been a member of the ICMA Management Innovations Panel and the Texas Innovation Groups Executive Committee
- I also recently was a speaker at the 2018 Florida City County Management Association Winter Summit and the 2017 Florida League of Cities and Florida City County Management Association Conferences.
- The Recruiter for this Position, Doug Thomas has a distinguished 35-year career service in full service local governments. He is the former City Manager in Lakeland, Florida and has served on the FCCMA Board of Directors and on various FLC Standing Policy Committees and has an extensive network in Florida and nationally. Doug has also been recognized for his many innovations in the field of City Management, and I would encourage you to review his attached resume which highlight many of his notable "out of the box" solutions to community issues and challenges in his previous posts.
- SGR has over 61,000 email subscribers to my weekly "10 in 10 Update on Leadership and Innovation" e-newsletter.
- SGR will also send targeted emails to our database of over 4,000 city management officials.

- SGR's website, where this position would be posted, receives over 36,000 local government official visitors each month, with over 75,000 page hits per month more than any other local government search firm website in the nation.
- SGR's job board (a separate website), where this position would also be posted, is the 2<sup>nd</sup> largest local government job board in the nation, with over 16,000 local government job seeker visitors each month, and over 1,800 jobs listed at any given time.
- SGR is the only search firm with a social media expert on staff, who provides a comprehensive social media marketing campaign that includes email, Facebook, Twitter, Instagram, and LinkedIn.

The simple fact is that no other firm can touch our reputation for being trusted by both clients and candidates, and for successful long term placements. We are truly excited about the prospect of bringing our innovative approach to this recruitment for the City of Palm Coast. I look forward to discussing in more detail how we can help you select an exceptional City Manager and am available to visit in person with you at your convenience.

Respectfully submitted,

Ron Holfield

Ron Holifield, Chief Executive Officer Strategic Government Resources <u>Ron@GovernmentResource.com</u> Cell: 214-676-1691

# **Company Contact Information**

### Strategic Government Resources

#### **Contact Information for Binding Official / Primary Contact**

Cindy Hanna, Managing Director of Finance

Address:	P.O. Box 1642, Keller, TX 76244
Office:	817-337-8581
Fax:	817-796-1228
Email:	CindyHanna@GovernmentResource.com
Website:	www.governmentresource.com

#### **Alternate Contacts**

Kristin Navarro, Director of Recruitment

Address:	P.O. Box 1642, Keller, TX 76244
Office:	817-337-8581
Fax:	817-796-1228
Email:	KristinNavarro@GovernmentResource.com
Website:	www.governmentresource.com

Ron Holifield, Chief Executive Officer

Address:	P.O. Box 1642, Keller, TX 76244
Cell:	214-676-1691
Office:	817-337-8581
Fax:	817-796-1228
Email:	Ron@GovernmentResource.com
Website:	www.governmentresource.com



### **COMPANY PROFILE**

#### Background

Strategic Government Resources (SGR) was founded in 1999 and is fully owned by former City Manager Ron Holifield. Ron spent two high-profile decades in city management, which included service as City Manager in several cities. He founded SGR for the express purpose of helping local governments be more successful by recruiting, assessing, and developing innovative, collaborative, authentic leaders. We specialize in executive recruitment, live training, online training, leadership development, assessments, consulting, and various other services geared to promote innovation in local governments. As a result, we are fully engaged in all facets of local government operations giving us a deeper understanding of the issues, trends and best management practices taking place in communities across the country.

#### **Mission & Core Values**

SGR's mission is to facilitate innovative leadership in local government. The simple fact is that in today's world of limited resources, local governments must innovate to survive. SGR has been, and continues to be, a leader in spurring innovation in local government.

SGR's core values are: Customer Service; Integrity; Philanthropy; Continuous Improvement; Flexibility; The Golden Rule; Collaboration; and, Protecting Relationships.

#### **Office Locations**

SGR's corporate headquarters is in Keller, Texas, in the Dallas/Fort Worth Metroplex. SGR also has virtual offices in:

<b>Florida</b> Kissimmee Lakeland	Massachusetts Boston	<b>Missouri</b> Gladstone	<b>Oklahoma</b> Stillwater	<b>Pennsylvania</b> Philadelphia	<b>Texas</b> Abilene Corpus Christi Dallas Granbury Greenville Lubbock Murchison
					Sugar Land

#### **Executive Recruitment Team**

- Ron Holifield, Chief Executive Officer
- Melissa Valentine, Managing Director of Recruitment and Human Resources
- Kristin Navarro, Recruitment Director
- Lissa Barker, Recruitment Manager
- Leigh Corson, Talent Research Manager
- Becky Welch, Recruitment Coordinator
- Delena Franklin, Recruitment Coordinator

#### **Executive Recruitment Team (continued)**

- Muriel Call, Research Manager
- Andra Henson, Research Specialist
- Barbara Heller, Senior Vice President
- Doug Thomas, Senior Vice President
- Bill Peterson, Senior Vice President Executive Recruitment
- Bob Turner, Senior Vice President Executive Recruitment
- Gary Holland, Senior Vice President Executive Recruitment
- Katie Corder, Senior Vice President Executive Recruitment
- Kirk Davis, Senior Vice President Executive Recruitment
- Larry Boyd, Senior Vice President Executive Recruitment
- Larry Gilley, Senior Vice President Executive Recruitment
- Mike Tanner, Senior Vice President Executive Recruitment
- Ron Robinson, Senior Vice President Executive Recruitment
- Tommy Ingram, Senior Vice President Executive Recruitment

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- Section 2 Experience and Past Performance
- Section 3 Projected Cost
- Section 4 Innovation and Creativity
- Section 5 Sample Position Profile Brochure
- Section 6 Sample Comprehensive Background Screening Report
- Section 7 Sample DiSC Management Profile Report (attached as a separate file)

# **SECTION ONE**

# SOLUTIONS REQUEST UNDERSTANDING AND PROPOSAL

CITY MANAGER – PALM COAST, FLORIDA



### **UNIQUE QUALIFICATIONS**

#### **Marketing and Networking**

- SGR's 10 in 10 Update on Leadership and Innovation e-newsletter, where all recruitments conducted by SGR are announced, reaches over 61,000 subscribers.
- SGR has an opt-in subscriber database of over 4,000 city management officials.
- SGR has formal collaborative partnerships with Florida City and County Management Association, Louisiana Municipal Association, Missouri Municipal League, Oklahoma Municipal League, National Public Employers Labor Relations Association, Engaging Local Government Leaders, City Management Association of Oklahoma, Texas Fire Chiefs Association, and Texas Recreation and Parks Society.
- SGR trains approximately 800 local government employees each month in live training classes.
- SGR has almost 300 local government clients in over 40 states for our recruitment, training, and leadership development business lines combined.

Each executive recruiter has many years of experience in local government and a national network of relationships. The entire executive recruitment group works as a team to leverage their networks to assist with each recruitment. SGR team members are active on a national basis, in both local government organizations and professional associations. Many SGR team members frequently speak and write on issues of interest to local government executives. Only SGR can work all of the relevant networks as a peer and insider, resulting in better recruitment, better investigation, better intelligence, better information, and better final decisions.

#### **Comprehensive Needs Assessment**

SGR's executive recruiting services are unequaled. Our role is to find the candidate who is the best match for your organization. SGR devotes a tremendous amount of energy to understanding your organization's unique culture, environment, and local issues to ensure a great "fit" from values, philosophy, and management style perspectives.

Finding qualified candidates is not difficult; the hard part is finding qualified candidates who are the right fit for your organization. A leading edge candidate and a safe harbor candidate often look the same on paper, but will have profoundly different impacts on your organization.

#### Accessibility

Your executive recruiter is accessible at all times throughout the recruitment process and can be reached by candidates or clients, even at night and on weekends, by cell phone or email.

#### **Responsive to You**

If a problem arises, or you have questions, you can count on SGR staff to be available, prepared, and prompt.

#### **Trust of Candidates**

SGR has a track record of remarkable confidentiality and providing wise counsel to candidates and next generation leaders; we have earned their trust. As a result, SGR is typically able to get exceptional prospects to become candidates, even if they have declined to become involved in other recruitment processes, because candidates trust SGR to assess the situation well, communicate honestly and bluntly, and maintain their confidentiality.

#### Listening to Your Unique Needs

SGR is more interested in listening than in talking. Some firms depend on their tried and true stable of reliable candidates. These firms do not really need to listen to the client because the recruitment will result in the same list of finalists, no matter the type of information they receive from the client. SGR devotes tremendous energy to actively listening to your organization and helping you define and articulate your needs. SGR does not just go through the motions and then provide you with a list of qualified names from a stable of regulars. We work hard to conduct a comprehensive recruitment that is unique to you.

#### **Recorded Online Interviews with Candidates**

SGR's unique online recorded interview process allows the search committee to see candidates in an interview setting prior to the finalist stage of the recruitment process, and without having to pay travel expenses.

#### **Comprehensive Media Reports**

One of the worst things that can happen for your organization is to be surprised by undisclosed information about a finalist, especially if the surprise comes in the form of a newspaper article that is found by your critics. SGR produces a comprehensive media search report on each finalist candidate. Each Media Report is compiled from information gathered using our proprietary online search process. This is not an automated process, and produces far superior results than a standard Google search which is typically utilized by other recruitment firms. The report length may be as long as 350 pages per candidate and may include news articles, links to video interviews, blog posts by residents, etc. No other firm provides such comprehensive media reports.

#### **Comprehensive Background Investigation Reports**

SGR provides the most comprehensive background investigations in the industry, and we are the only recruitment firm to use a licensed private investigation firm for these services.

#### **Psychometric Assessments**

SGR uses the DiSC Management Profile psychometric assessment to provide a detailed understanding of how candidates will lead and manage an organization. The DiSC assessment report also provides valuable information regarding candidates' strengths and weaknesses.

#### **Equal Opportunity Commitment**

SGR strongly believes in equal opportunity. SGR does not discriminate and is careful to follow both the letter and the spirit of laws regarding equal employment opportunities and non-

discrimination. More importantly, however, SGR believes that equal opportunity is an ethical issue. SGR quite simply will not enter into an engagement with an entity or organization that directs, or expects, that bias should, or will be, demonstrated on any basis other than those factors that have a bearing on the ability of the candidate to do the job. You can anticipate that SGR will make a serious and sincere effort to include qualified women and minority candidates in the finalist pool. Although SGR obviously cannot, and would not, guarantee the makeup of the finalist group, SGR does have relationships and contacts nationwide to encourage the meaningful participation of women and minority candidates.

#### Value

For a variety of reasons that are detailed in this proposal, SGR will provide the most cost-effective executive recruitment for your organization. Some firms low ball their price, and make up for it by reducing the amount of time they commit, or charging extra for additional time required. SGR gives you a fixed price, and we are with you until the end of the process regardless of how many hours are required.

#### **Emerging Leaders**

SGR has a unique and unparalleled reputation of engaging and mentoring emerging leaders and young professionals. We will utilize our frequent personal interaction with emerging leaders, as well as our entire team's social media networks, to market this position and to identify potential applicants.

#### Service Guarantee

SGR provides the strongest guarantee in the industry.

- 1. You always have 24/7 cell phone and email access to the executive recruiter and SGR's CEO.
- 2. If you do not find the right candidate, we will start the process over with no additional professional fees.
- 3. If we place a candidate, who we have fully vetted through the SGR recruitment process, who stays less than 18 months, we will conduct the recruitment again with no additional professional fees. If the organization circumvents SGR's recruitment process and selects a candidate that did not participate in the full recruitment process, this guarantee is null and void.
- 4. If we place a candidate with you, we will not directly solicit them for another job.

## **PROJECT METHODOLOGY**

SGR provides a comprehensive scope of executive recruitment services, and each executive recruitment service contract is tailored to meet the client's specific needs. However, a full-service recruitment typically entails the following:

#### 1. Organizational Inquiry and Analysis

- Outline Project Plan and Timeline
- Individual Interviews with Search Committee / Key Personnel / Community Leaders (if desired)
- Development of Position Profile and Professional Production of Brochure

#### 2. Advertising and Recruitment

- Ad Placement
- Social Media and Marketing of Position
- Ongoing Communication with Applicants and Prospects

#### 3. Initial Screening and Review

- Management of Applications
- Evaluation and Triage of Resumes
- Search Committee Briefing to Facilitate Selection of Semifinalists

#### 4. Evaluation of Semifinalist Candidates

- Personal Interaction with Semifinalist Candidates
- Written Questionnaire
- Recorded Online Interviews
- Media Search Stage 1
- Semifinalist Briefing Books
- Search Committee Briefing to Facilitate Selection of Finalists

#### 5. Evaluation of Finalist Candidates

- Comprehensive Media Search Stage 2
- Comprehensive Background Investigation Report
- DiSC Management Assessment
- Finalist Briefing Books
- Press Release (if desired)
- Stakeholder Engagement (if desired)

#### 6. Interview Process

- First Year Game Plan (if desired)
- Conduct Interviews
- Deliberations
- Reference Checks

#### 7. Negotiations and Hiring Process

- Determine the Terms of an Offer
- Negotiate Terms and Conditions of Employment
- Transition Strategy

#### 8. Post-Hire Team Building Workshop (supplemental service, if desired)

• I-OPT Team Building Workshop

### Step 1: Organizational Inquiry and Analysis

In the Organizational Inquiry and Analysis Stage, SGR devotes tremendous energy to understanding your organization's unique culture, environment, and goals to ensure you get the right match for your particular needs.

#### **Outline Project Plan and Timeline**

SGR will meet with the client at the outset of the project to finalize the recruitment plans and timeline. At this time, SGR will also request that the client provide additional information about the community, organization, and position. Information requested will include general information and available resources about the community, school district, economic vitality, political leadership, organization, strategic plan, governing body goals and objectives, budget information, major projects, job description, salary range, benefits package, etc.

#### Individual Interviews with Search Committee and Key Personnel (if desired)

Fully understanding your organizational needs is the most critical part of conducting a successful executive recruitment. SGR conducts individual interviews with the Search Committee, key staff, and/or direct reports to find out more about the position, special considerations, and the political environment. These interviews last approximately 30 minutes to one hour each and identify individual issues that may affect the dynamics of the recruitment, as well as develop a composite understanding of the organization's preferences. This process helps with organizational buy-in and will assist us in developing the Position Profile as we look for any significant staff issues or major disconnects that may not otherwise be apparent.

#### **Development of Position Profile Brochure**

Following the individual interviews and internal analysis, SGR will develop a draft Position Profile Brochure that is reviewed and revised in partnership with your organization until everyone agrees it accurately reflects the sought-after leadership and management characteristics. A sample brochure is included with this proposal document.

#### Step 2: Advertising and Recruitment

The Advertising and Recruitment stage includes ad placement, email distribution of the Position Profile, responding to inquiries about the position, and ongoing communication with applicants and prospects.

#### Ad Placement / Social Media and Marketing of Position

The Executive Recruiter and client work together to determine the best ways to advertise and recruit for the position. Ads are typically placed in various state and national publications, targeting the most effective venues for reaching qualified candidates for that particular position.

SGR's preferred strategy is to rely on email distribution of the Position Profile Brochure to key opinion leaders and potential prospects across the country. The position will be announced in our "10 in 10" e-newsletter, which reaches over 61,000 local government professionals, in

addition to a targeted email announcement to specific professional categories and/or areas of the country. By utilizing an email distribution strategy, these brochures tend to "get legs" of their own, resulting in a very high penetration rate at minimal cost.

SGR will utilize Facebook, Twitter, personal phone calls, personal emails, LinkedIn, Instagram, and Pinterest to promote the position. This communication is both to solicit high potential candidates and to encourage key local government professionals to share information within their professional circles.

#### **Ongoing Communication with Applicants and Prospects**

SGR communicates with all applicants on a frequent and ongoing basis to ensure applicants stay enthusiastic about the opportunity. Outstanding prospects often will not submit a resume until they have done considerable homework on the available position. A significant number of inquiries will be made, and it is essential that the executive search firm be prepared to answer those questions with fast, accurate, and complete information, and in a warm and personal manner. This is one of the first places a prospective candidate will develop an impression about organization, and it is an area in which SGR excels. SGR also utilizes Google Alerts for each client organization and provides updates to our Executive Recruiters and applicants of any references made regarding the client organization in various media outlets.

## Step 3: Initial Screening and Review

This stage of the executive recruitment involves managing the flow of resumes, and screening and evaluating resumes.

#### **Management of Applications**

Handling the flow of resumes is an ongoing and significant process. On the front end, it involves tracking resumes and promptly acknowledging their receipt. It also involves timely and personal responses to any questions or inquiries.

#### **Evaluation and Triage of Resumes**

SGR uses a triage process to identify high-probability, medium-probability, and low-probability candidates. The triage ranking is focused on overall assessment based on interaction with the applicant, qualifications, any known issues regarding previous work experience, and evaluation of cultural fit with the organization.

In contrast with the triage process described above, which focuses on subjective assessment of the resumes and how the candidates present themselves, we also evaluate each candidate to make sure that the minimum requirements of the position are met, and which of the preferred requirements are met. This sifting process assesses how well candidates' applications fulfill the recruitment criteria outlined in the Position Profile.

#### Search Committee Briefing / Selection of Semifinalist Candidates

At this briefing, SGR will provide a comprehensive progress report via PowerPoint presentation and will facilitate the selection of approximately 8-12 semifinalists. The presentation will include summary information on the process so far, the candidate pool overall, and any trends or issues that have arisen, as well as a briefing on each candidate and their credentials. No other firm offers this level of reporting detail and transparency.

#### **Step 4: Evaluation of Semifinalist Candidates**

Reviewing resumes is an important and valuable step in the executive recruitment process. However, the simple fact is that resumes can be misleading. They tell you nothing about the individual's personal qualities or his/her ability to get along with other people. Resumes can also exaggerate or inflate accomplishments or experience. SGR's responsibility is to go more indepth than the resume to ensure that those candidates who continue in the process are truly outstanding.

#### Personal Interaction with Semifinalist Candidates

SGR's goal is to have a clear understanding of the person behind the resume and what makes him/her an outstanding prospect for you. The evaluation of semifinalist candidates includes follow-up by phone when appropriate to ask any questions about underlying issues.

#### Written Questionnaire

SGR will ask semifinalist candidates to complete a comprehensive written exercise designed to provide greater insight into candidate thought processes and communication styles. SGR's written instrument is custom-designed around the priorities identified by the Search Committee and usually includes about 20 questions focusing on 5-6 key areas of particular interest to the client. This written instrument will be included in the semifinalist briefing book along with the cover letters and resumes.

#### **Recorded Online Interviews**

SGR offers recorded online videos of candidates answering pre-recorded questions. This provides a very insightful, efficient and cost effective way to gain additional insights to utilize in selecting finalists you want to come in for live interviews. The online interviews allow the Search Committee to evaluate technological competence, demeanor, verbal communication skills, and on-camera presence. Online interviews also convey to candidates that the organization is using leading edge technology in its business processes and provide an opportunity for the Search Committee to ask candidates questions on specific topics of special interest. Online interviews are emailed to the Search Committee for viewing prior to selection of finalist candidates.

#### Media Search Stage 1

Stage 1 of our media search involves a comprehensive review of all newspaper articles on the candidate in major news outlets within the previous two years. These media reports at the semifinalist stage have proven helpful by uncovering issues that were not previously disclosed

by prospective candidates. The Executive Recruiter will communicate any "red flags" to the Search Committee immediately upon discovery.

#### Search Committee Briefing / Selection of Finalist Candidates

Prior to this briefing, SGR will provide each member of the Search Committee with a briefing book on the semifinalist candidates. The briefing book will include written questionnaires, online interviews, and any additional information obtained about the candidate. The purpose of this briefing is to facilitate narrowing the list to 4-6 finalists who will be invited for personal interviews.

### **Step 5: Evaluation of Finalist Candidates**

Once the finalists have been selected, SGR will coordinate with you to schedule interviews.

#### Comprehensive Media Search Stage 2

These Stage 2 Media Reports are compiled by utilizing our proprietary media search process including variations of the candidates' names and states/cities in which they have lived or worked, and searches of local papers where the candidates have lived or worked. We also search social media sites. The Media Reports typically range from 20-300 pages per candidate and may include news articles, links to video interviews, blog posts by residents, etc. The Media Reports are put into an easy-to-read format and recorded onto flash drives for the Search Committee. The candidate's name is highlighted each time it appears.

These media reports have proven helpful to Search Committees by uncovering issues that were not previously disclosed by candidates and that would likely not have been discovered through an automated search or Google search, typically used by other recruitment firms. The Media Reports also give the Search Committee an overview of the type and extent of press coverage that a candidate has experienced over the course of his/her career.

#### **Comprehensive Background Investigation Reports**

Through SGR's partnership with FirstCheck, a licensed private investigations company, we are able to provide our clients with comprehensive background screening reports that include detailed information such as:

- Social Security number trace
- Address history
- Driving history/motor vehicle records
- Credit report
- Federal criminal search
- National criminal search
- County wants and warrants
- Global homeland security search
- Sex offender registry search
- State criminal search (for current and previous states of residence)
- County criminal search (for every county in which candidate has lived or worked)

- County civil search (for every county in which the candidate has lived or worked)
- Education verification

A sample Background Investigation Report is included with this proposal document.

#### Assessments (DiSC Management Profile)

It is critical for you to know as much as you can about your new executive before hiring him/her. Historically, employers have depended upon resumes, references, and interviews as sources of information for making hiring decisions. In practice, these sources have often proved inadequate for consistently selecting successful employees. The use of assessments has become essential for employers who want to place the right people in the right positions.

SGR uses a DiSC Management assessment tool, which is among the most validated and reliable personal assessment tools available. The DiSC Management Profile analyzes and reports comprehensively on the candidate's preferences in five vital areas: management style, directing and delegating, motivation, development of others, and working with his/her own manager.

#### Press Release (if desired)

Until you have "sealed the deal," you need to be cautious in order to avoid the embarrassment of a premature announcement that does not work out. You also want to try to notify all senior staff and unsuccessful candidates before they read about it in the newspaper. SGR will assist with this coordination and with drafting any announcements or press releases.

#### Stakeholder Engagement (if desired)

At the discretion of the Search Committee, we will work closely with your organization to engage stakeholders in the recruitment process. Our recommendation is that we design a specific stakeholder engagement process after we learn more about the organization and the community. Different approaches work best in different communities. Below is an array of options we have used in the past, but we will collaborate with your organization to determine which option, or combination of options, will be the most effective for the unique needs of the organization.

- Interviewing community leaders at the outset of the recruitment;
- Holding a public forum for citizen engagement at the outset of the recruitment;
- Facilitating a Q&A series in the local newspaper with finalist candidates. This would run a week or two prior to the interviews;
- Utilize a citizen committee to conduct the early stage candidate screening and then turn over a semifinalist list to the City Council (if applicable);
- Community leader reception;
- Meet and greet;
- Search Committee and key community leader dinner meeting;
- "Round Robin" forum meetings with various community groups during a multi-day interview process; and,
- Site visits by citizen committee members to the finalist candidates' communities to report back.

#### **Step 6: Interview Process**

Once the finalists have been selected, SGR will coordinate with you to schedule interviews.

#### First Year Game Plan (if desired)

The "First Year Game Plan" is a process where finalist candidates are provided with the contact information for elected officials, key staff, and community leaders, and candidates are given free rein to make contact with all of them in advance and use those insights to develop a "first year game plan" based on what they know so far. Feedback is received from the key contacts on their impressions of the finalist candidates from the interactions with the candidates prior to the interviews. This exercise provides the opportunity to evaluate candidates' written and interpersonal communication skills, as well as critical analysis skills.

#### **Conduct Interviews**

SGR will schedule interviews at a date/time convenient to your organization. This process can be as simple, or as complex, as your organization desires. SGR will help you determine the specifics you need. SGR will prepare sample interview questions and will participate throughout the process to make it smooth and efficient.

#### Deliberations

SGR will facilitate a discussion about the finalist interviews and assist the Search Committee in making a hiring decision or on whether to bring back one or more candidates for a second interview.

#### **Reference Checks**

Our reference checks are the most comprehensive in the industry. We place very little confidence on the references provided by the candidates since those can be expected to be biased. Instead, we will typically talk to as many as 20 professional contacts for a given candidate including elected officials, direct supervisors, direct reports, internal organizational peers, professional peers in other organizations, civic leaders, and media representatives. We always seek out the candidate's greatest critics and greatest fans to ensure a complete, yet balanced, perspective and overview of each candidate.

#### **Step 7: Negotiations and Hiring Process**

Once the organization is ready to make an offer, SGR can provide additional assistance to the client in the following areas.

#### Determine the Terms of an Offer

Upon request, SGR will provide comparative data for selected organizations, appropriate employment agreement language, and other similar information to assist you in determining an appropriate offer to extend to your candidate of choice.

#### **Negotiate Terms and Conditions of Employment**

SGR will assist to whatever degree you deem appropriate in conducting negotiations with the chosen candidate. SGR will determine and define any special needs or concerns of the chosen candidate, including anything that could be a complicating factor. SGR is experienced and prepared to help craft win-win-solutions to negotiation "log-jams."

#### **Transition Strategy**

There are a variety of transition issues when hiring a new executive. SGR will brief the client on transition issues that need to be addressed and will provide a recommendation on what actions to take. Together, we will create a transition strategy that builds the foundation for a successful long-term relationship.

## Step 8: Post-Hire Team Building Analysis (supplemental service)

SGR can provide a customized team building workshop after you hire for the position. SGR utilizes I-OPT, which is a validated measurement tool that shows how a person perceives and processes information. Because people "see" different things when they assess a situation, they are motivated to take various courses of action, so understanding you and your colleagues' I-OPT Profiles will enable you to work much more effectively as a team. The price is \$4,000 for a half-day onsite workshop, plus travel expenses, and \$150 per person for I-OPT reports (if not previously completed as part of the recruitment process), which include Individual Analysis Report, Emotional Impact Management Report, Change Management Report, and Team Management Report. Two-Person Reports can be ordered for an additional fee of \$50 per report.

# TIMELINE (STANDARD RECRUITMENT)

ask	Weeks
<ul> <li>Contract Executed</li> <li>Outline Project Plan, Timeline</li> <li>Individual Interviews with Search Committee / Key Personnel / Community Leaders (if desired)</li> </ul>	Week 1
<ul> <li>Development of Position Profile Brochure</li> <li>Search Committee Reviews and Approves Brochure</li> </ul>	Weeks 2-3
<ul> <li>Ad Placements</li> <li>Accept Applications</li> <li>Email Distribution and Marketing of Position Profile</li> </ul>	Weeks 4-7
Triage and Scoring of Resumes	Week 8
<ul> <li>Search Committee Briefing (Slide Presentation) / Select Semifinalists</li> <li>Candidates Complete Questionnaire and Online Interviews</li> <li>Stage 1 Media Searches</li> </ul>	Week 9
Deliverable: Semifinalist Briefing Books	Week 10
<ul> <li>Search Committee Briefing / Select Finalist Candidates</li> </ul>	Week 11
<ul> <li>Comprehensive Media Search Stage 2</li> <li>Comprehensive Background Screening Report</li> <li>Candidates Complete DiSC Management Assessment</li> </ul>	Weeks 12-13
Deliverable: Finalist Briefing Books	Week 14
<ul> <li>Stakeholder Engagement (if desired)</li> <li>Conduct Interviews</li> <li>Deliberations</li> <li>Reference Checks</li> <li>Negotiations</li> </ul>	Week 15

Announcement / Press Release

\*Each recruitment timeline is different based on the particular needs of the organization. SGR has completed searches in as little as 45 days, although this is not the recommended approach. We have also extended recruitment well beyond 15 weeks, based on the preference of the client.

# **SECTION TWO**

# **EXPERIENCE AND PAST PERFORMANCE**

CITY MANAGER – PALM COAST, FLORIDA



## **KEY PERSONNEL FOR THIS RECRUITMENT**

#### Doug Thomas, Senior Vice President

Doug Thomas joined SGR in 2015 and heads up SGR's Florida office, where he focuses on executive recruitment, leadership development, and training for local governments.

Prior to joining SGR, Doug served as City Manager for the City of Lakeland, Florida, where he has vast experience working with state and local government leaders, private partnerships, and is a charter member of Florida Business Watch. Doug is a regular presenter at national, state and local association conferences and meetings on topics ranging from electric utilities, park and recreational developments, legislative advocacy, strategic planning and budgeting, performance reviews for the Chief Executive, and other municipal programs and practices.

Doug served as City Manager for the City of Alma, Michigan, and Assistant City Manager for the City of Grand Haven Michigan. He also served with the Maryland cities of Rockville, and Landover Hills. Doug holds a Bachelor of Arts in Political Science and History from Bowling Green State University, and an MPA from The American University, Washington, D.C.

#### Ron Holifield, CEO

Ron Holifield is the Founder and CEO of SGR. He previously served as Assistant City Manager in Plano, Texas, as well as City Manager in Garland, DeSoto, Farmersville and Sundown, and on the City Manager's staff in Lubbock.

In 1996, he left city management and purchased Government Relations Specialists, which he grew into the 49th largest lobby firm in Texas before selling it to an employee. In 1999, Ron founded Strategic Government Resources to specialize in facilitating collaboration among local governments, with a particular emphasis on employee training and development of next generation leaders.

He has grown SGR into the largest private sector training company that specializes in leadership, management and customer service for local governments in the nation. He is a frequent speaker at state and national conferences and remains a high-profile figure in the city management profession.

Ron holds a Bachelor of Arts in Government from Abilene Christian University and a Master of Public Administration from Texas Tech University.

#### **Douglas B. Thomas**

874 Summerfield Drive Lakeland, Florida 33803 Cell (863) 860-9314

#### **PROFESSIONAL EXPERIENCE**

#### Senior Vice President (October 2015 to current) Strategic Government Resources

Based in Keller Texas, Strategic Government Resources (SGR) exists to help local governments be more successful by Recruiting, Assessing, and Developing Innovative, Collaborative, Authentic Leaders.

Examples of experience:

Coordinate executive search functions for City Managers, City Attorneys, and Department Head positions for local governments across the country. Provide various services to clients including leadership development, assessments, governing body and senior leadership team retreats, community and organizational strategic visioning, and Priority-Based Budgeting, and other related services to promote innovation in local governments. Represent SGR as a regular presenter at national, state, and local association conferences and meetings on topics ranging from electric utilities, park & recreational developments, legislative advocacy, strategic planning, Priority-Based Budgeting, performance reviews for the Chief Executive, and other municipal programs.

#### **City Manager** (December 2003 to September 2015) **Lakeland, Florida**

Serve as Chief Executive Officer for the city which is centrally located along the I-4 corridor between Tampa and Orlando with a population of over 100,000. Lakeland offers its residents a full array of municipal services, including a municipal-owned electric generation and distribution utility that is ranked as the 3<sup>rd</sup> largest in the state and among the top 25 nationwide. The organization's annual budget is approximately \$600 million and employs approximately 2,500 personnel. The city is home to the Detroit Tigers during Major League Baseball's Spring Training; the Experimental Aircraft Association's Annual Sun 'n Fun Fly-in, recognized as America's second largest aviation event of its type, Florida Southern College, which features the world's largest one-site collection of buildings designed by the legendary architect, Frank Lloyd Wright and the state's 12<sup>th</sup> university, Florida Polytechnic University, which will start its inaugural class in the fall of 2014.

Examples of experience:

#### Financial:

Implementation of innovative and award winning Performance Budget that aligns the city's Strategic Planning processes into the annual financial and operational document. The approach involves a robust forward looking process, adoption of Actionable Items and tracking of Key Success Indicators to track progress on initiatives and benchmark services to comparable communities.

One of the first municipalities in the country to enact a Budget by Priorities fiscal model to ensure strategic resource allocation are made in areas that advance the Vision, Mission and Goals of the community. The innovative approach was presented in 2013 at an International City/County Management Association & Alliance for Innovation Priority Based Budgeting Conference "Summit of Leading Practices."

Developed fiscal and operational strategies to address an inherited wholesale power supply contract that failed to fully cover fuel costs which ultimately resulted in a \$92 million loss over its term. The multifaceted response involved negotiations to shorten the original term, coupled with utility-wide restructured operations; strategic short and long term maintenance and capital planning; a smaller and more efficient workforce; implementation of a quarterly fuel adjustment process and revisions to fuel hedging programs; creation of a Risk Oversight Committee; a new governance oversight structure involving representatives from all rate classes along with elected officials; and adoption of a formalized methodology for calculating the transfer of dividends to the host government. Collectively, these improvements positioned the electric utility from being one of Florida's highest cost providers to the lowest cost provider across almost all rate classes.

Restructured local municipal employee pension plans, including bifurcation of Police and Fire Plans from the General Employee Plan, in addition to being a frontrunner community to offer a hybrid defined benefit-defined contribution plan option to better meet the varying needs of employees in a fiscally sustainable manner.

Improved City's bond ratings through sound financial management and regular meetings with rating agencies, with City General Obligation currently rated AA by Fitch; Lakeland Electric at AA with Standard & Poor's and AA- by both Fitch and Moody's, and Water/Wastewater Utilities at AA+ with Fitch.

Successfully merged numerous stand-alone departments and divisions including Facilities, Fleet, Records Retention, Information Technology, Purchasing, and Civil Service/Retirement Services into more efficient consolidated operations

#### Public/Private Partnerships:

Partnered with private medical provider for the implementation of the City's HealthStat Employee Wellness Clinic, representing one of the first local government implemented in Florida, to address increasing costs in the city's self-insured medical plans. In 2013, the Clinic saved an estimated \$3.7 million on medical and Workers Compensation claims through provided services. The program has resulted in a 4-1 return on investment and is regularly used as a benchmark for many other communities and corporate wellness program start-ups.

Charter member of Florida Business Watch, which is an organization designed to connect private sector partners with local government officials to share knowledge, goals and opportunities for the betterment of our communities. It is a truly unique group designed to promote good public policy and opportunities across the State of Florida. I was pleased and honored to receive their inaugural "Essential Piece Award" in May, 2014.

Award winning Fleet partnership with NAPA resulting in cost avoidance of over \$200,000 per year in parts inventory, coupled with privatized tire services with GCR Tire Centers which yields annual savings of \$111,000. The Fleet Division was recognized in 2013 as "100 Best Fleets" by Government Fleet Magazine for third straight year.

Partnership with SunEdison, LLC for the development of solar photovoltaic generation facilities to leverage private capital financing and tax credits that would otherwise be unavailable to a municipal electric utility. The agreement involved privately financed, ownership and operation of up to 24 MW of ground and rooftop solar farms in return for a 25 year purchased power agreement with Lakeland Electric. The largest installation involved a 5.3 MW facility on 45 acres at the city's airport which required special approval from the FAA which was the first of its kind in the southeast region. As host of the facility, the airport received a discount on its electric bill enabling it to finance a variety of HVAC and lighting energy efficiency upgrades that further reduced energy costs.

Negotiation of innovative 30-year agreement with Tampa Electric Company (TECO), the Southwest Florida Water Management District (SWFWMD) and Lakeland's Water Utilities Department for the use of reclaimed water from the city's wetland's facility involving the construction of \$65 million pumping station and 15 mile transmission pipeline to supply 5 MGD of alternative water supply to TECO's Polk Power Station for cooling purposes. In conjunction with the agreement, Lakeland secured a 20-year water groundwater permit from SWFWMD and eliminated the need for ongoing NPDES permit costs and requirements for discharge from the wetlands into the Alafia River.

#### **Economic Development:**

Proven track record of economic development success with personal involvement in roughly 50 industrial and high tech projects resulting in 7 million square feet of new development, \$510 million in capital investment and approximately 5,000 new jobs. Projects include leading companies in the areas of high tech, health care, medical supplies and packaging, pharmaceuticals, aviation, call centers, brewing and wine/spirits, food processing, flavorings, warehousing/logistics, in addition to a diverse range of industrial operations.

Economic development approach has involved the configuration of a "One Stop Shop" consolidating all city utilities and permitting, coupled with a dedicated ombudsman to overcome any challenges and to ensure projects meet their desired development schedule with certainty.

Creative development approaches ranging from the negotiation of an economic development electric rate to secure a \$45 million air separation plant that became the utility's 2<sup>nd</sup> largest customer including locating the development on city-owned land adjacent to the power plant for reliability purposes and utilization of re-use water to crafting a proposed \$37 million baseball stadium improvement and associated training campus agreement in support of the Detroit Tigers Major League Baseball organization.

#### Innovation/Technology:

Development and implementation of new "form-based" zoning code which involves emphasis on physical design, building scale and neighborhood character in contrast to traditional zoning code approach. Implementation of Lakeland Electric's \$35 million Smart Grid initiative to enable customers to view and control their energy consumption and costs with time of use rates through web-based portal, reduced distribution system operations and maintenance costs, and improved system reliability and outage management. Initiative was supported with a \$20 million federal grant for the installation of 124,000 smart meters, automated meter infrastructure and highly protected data management/security system.

Conversion of manual system to new weekly Pay-As-You-Throw EZ Can solid waste and recycling automated collection system. Program has become recognized as an industry leader by public and private waste management entities across the U.S. for driving best practices in full implementation and utilization of Radio Frequency Identification (RFID) technologies

Implementation of Rapid Process Improvement (RPI) Teams to assist departments in identifying potential projects and quickly develop low to no cost solutions to improve operational efficiencies. Process involves trained RPI employees working with key individuals involved in a project to break out the individual steps of process over the course of a week to eliminate bottlenecks and streamline operations.

Development of unique combined municipal and Aircraft Rescue Fire Fighting (ARFF) fire station in support of the airport's FAA requirements coupled with cost effective method to improve the city's ISO rating in southwest Lakeland from class 10 to class 3.

Development of Power Academies with the Polk County School Board to expose high school students to careers in the electric industry The innovative program has been featured in numerous state and national conferences as an industry model in response to the electric utility industry aging workforce challenges.

#### Intergovernmental Relations:

Member of the Florida League of Cities 'Keys to the City" Task Force which was comprised of 37 municipal officials from across the state to develop a state policy agenda that was presented to newly-elected Governor Rick Scott to remove barriers that prevent cities from prospering; developing policies that promote local self-governance; invest in the economic vitality of cities as incubators or progress and allow cities to protect their community's quality of life.

Outsourced the City's utility bill and business tax processing operations with the Polk County Tax Collector, resulting in one-time capital savings \$100,000 and elimination of \$200,000 in annual costs.

Extensive successful federal and state advocacy to advance the City's Annual Legislative Agenda, including a wide range of topics including passenger and freight rail, pension reform, local and intergovernmental revenues, municipal bonds, funding for local capital projects and initiatives, airport and convention operations, Major League Baseball Spring Training, red light camera programs in addition to general government and utility matters. Regular presenter at various national, state and local association conferences and meetings on topics ranging from electric utilities, park & recreational developments, legislative advocacy, strategic planning and budgeting, performance reviews for the Chief Executive and other City of Lakeland programs and practices.

#### **City Manager** (June 1989 to November 2003) **Alma, Michigan**

Served as Chief Executive Officer for a full service city centrally located in the State of Michigan. Alma is the core community within the area where many of the county's 42,000 residents work, shop and rely upon the community's recreational, retail and cultural facilities. The city is also home to Alma College, and is also known as "Scotland, USA" for hosting the annual Alma Highland Festival and Games, recognized as one of North America's most popular Scottish events.

Examples of experience:

#### Public/Private Partnerships:

Organized the city's first Tax Increment Financing Authority that resulted in a public investment of roughly \$1.2 million that leveraged over \$20 million in private funds and maintained one of the city's largest industries and employers.

Coordinated the investigation and strategy of establishing a competitive municipal electric utility estimated to save the community an estimated \$40 million over ten years. Project received national attention and was one of the country's first municipal electric deregulation cases before the Federal Energy Regulatory Commission (FERC). Issue involved direct testimony, extensive legislative monitoring and advocacy at both the federal and state level.

Secured a "Covenant not to Sue" from the State of Michigan to provide legal protection to both the city and a new industry as part of a project to redevelop a former ethanol plant to an asphalt emulsion production and distribution facility. Development resulted in the conversion of a delinquent property tax reverted property into one of the city's top ten taxpaying entities.

Negotiated a multi-year, multi-million dollar tax appeal involving a petroleum refinery that comprised 20% of the community's tax base. The settlement involved a uniquely structured agreement that provided stability to the city's tax base, satisfied the company and included a refund to cover all public defense costs associated with the appeal.

Served as a member of the Gratiot Technical Educational Center (GTEC) Development Committee which led to the development of a new job training and educational center to assist area businesses and industries attract and retain skilled personnel.

Negotiated the groundwork agreement to relocate a scrap yard operation from a site adjacent to a riverfront and the central business district to a former industrial "brownfield" site and facilitate the redevelopment of the former scrap yard property to a mixed-use commercial/office, and recreational area.

#### Intergovernmental Relations:

Played a leadership role in the consolidation of four separate jurisdictional public safety dispatch operations into a countywide E-911 Central Dispatch Center. Project involved union negotiations, equipment financing, development of an intergovernmental contribution formula and public information campaign.

Initiated and co-chaired a multi-jurisdictional committee to address traffic, safety and development concerns along the city's busiest transportation corridor. Process led to the establishment of a corridor master plan and subsequent construction of service drives, numerous roadway extensions, traffic signal installations and future design standards. Negotiated unique property acquisitions and development agreements to implement the plan.

Steering committee member of the Gratiot County Strategic Planning Committee and Co-Chaired the Intra-Intergovernmental Subcommittee. The effort has led to improved cooperative strategies between the various local governmental units within the county.

Negotiated Conditional Land Transfer Agreements with neighboring townships to enlarge the city by approximately 400 acres. One such agreement established the framework for the development of an Urban Growth Boundary to define the parameters for future land transfers to the city.

Nurtured the creation of the Mid-Michigan Area CATV Consortium that includes eleven communities served by a common cable operator in an effort to consolidate franchise negotiation strategies and costs, pool franchise fees to expand public access programming and resources, and implement common telecommunication ordinances and permit processes throughout the area.

Development of a proposed multi-jurisdictional recreational authority involving multiple public school systems and local governments within the county. Proposal involved the creation of an Interlocal Agreement and cost sharing financial model.

#### Financial:

Directed the conversion of the historical annual financial plan to a performance based Program Budget that is policy oriented for review by the City Commission and public in their oversight and analysis of the municipal operations. Document has consistently received the "Distinguished Budget Presentation Award" from the Government Finance Officers Association.

Management of financial and operational plan in response to the closure of the city's largest industry. Plan involved the development of an Early Retirement Incentive Program that allowed the city to reduce its workforce by approximately 11% without the need for layoffs, implementation of organization-wide restructuring plans and maintenance of subsequent budgets at historical millage levels.

Initiated annual strategic planning and budget goal setting sessions for the City Commission and department staff utilizing statistical trends and forecasts to support long-range visioning. Participated in the financial and administrative analysis associated with the re-rating of the organization that resulted in an upgrade from Baa1 to A-, with bond interest rate proposals typically reflecting A rated entities.

Coordinated and oversaw the filing of various project applications which resulted in over \$7 million of federal, state and local grant supported projects for park improvements, infrastructure developments, housing rehabilitation programs, brownfield redevelopments, library automation and airport capital improvements.

Developed the organization's first Capital Improvement Plan which provides a five-year development and financial strategy associated with significant public improvements and equipment purchases.

#### Innovation/Technology:

Initiated the selection and development of computerization technology throughout the organization resulting in new hardware and software in every department, a municipal Local Area Network linking common data, a municipal website, an automated circulation and Internet access program for the library and the implementation of a geographical information system.

Coordinated the effort to eliminate fueling stations at both the municipal and public school maintenance garages which resulted in the development of a private automated attendant system that serves both entities in addition to a number of other area businesses.

Converted a limited bi-weekly residential recycling program to a weekly curbside program which includes an extensive list of eligible items, a multi-jurisdictional annual household hazardous waste program and a seasonal yard waste collection/disposal program.

#### Foundation Experience:

Grand Haven, Michigan: -Assistant City Manager (1986 to 1989) -Administrative Assistant to the City Manager (1984 to 1985)

Rockville, Maryland (1982 to 1984)

Landover Hills, Maryland (1982)

#### EDUCATION

M.P.A. The American University Washington, D.C. (1983) Concentration: Urban Affairs B.A. Bowling Green State University Bowling Green, Ohio (1981) Majors: Political Science & History

#### **PROFESSIONAL AFFILIATIONS & HONORS**

International City/County Management Association 30-year member Florida City & County Management Association 10-year member District VIII Director (2009 – 2012) Co-Chair Public Policy Committee (2010-2013) Technology & Public Information Committee (Co-Chair 2009-2010) Strategic Planning Committee (2008-2009) Florida League of Cities Legislative Committee (2011) "Keys to the Cities" Task Force Member (2011) Finance & Taxation Committee (2007-2009) Home Rule Administration Council (2006) Michigan Local Government Management Association (1984-2004) President (2000) Board of Directors (1995-1997) Chair, Winter Institute Planning Committee (1996) Public Policy Committee Nominating Committee Michigan Municipal League (MML) Trustee (1997-2000) Public Policy Committee (1996-2003) Chair, Region IV (1992) Chair, Local Energy Aggregation Program (2000-2003) National League of Cities (NLC) Energy & Technology Committee (2000-2003) Greater Gratiot Development Incorporated Board of Directors, 1992-2003 Chair, Gratiot County Central Dispatch Authority, 1993 - 2003 Executive Director, Alma Local Development Authority, 1989 to 2003

#### **Community Service**

Lakeland Area Chamber of Commerce Board Member (2003-present) Governmental Affairs Committee Leadership Lakeland, Class XXII (2004-2005) Lakeland Volunteers in Medicine (2007-present) Board Member Mid-Michigan Industries Board of Directors, 1993-2003 Vice Chair, 1998; Treasurer, 1997 Gratiot Area Chamber of Commerce Board of Directors, 1995-2003 Alma Kiwanis Club, (1989-2003) President, 1992-1993

#### **Special Honors**

Michigan Municipal League's "Special Award of Merit" Michigan Municipal League's "Excellence in Service Award" Florida Business Watch "Essential Piece" Inaugural Award Winner

#### Ron Holifield Resume – March, 2018

#### Strategic Government Resources, P.O. Box 1642, Keller, Texas 76248 Cell: 214-676-1691, <u>Ron@GovernmentResource.com</u>

#### **PROFESSIONAL HISTORY**

#### Strategic Government Resources – Owner & CEO January 1999 to Present

- Owner and CEO of this strategic management firm, helping over 550 local governments Recruit, Assess and Develop Innovative, Collaborative and Authentic Leaders.
- SGR is the largest provider of live and online training in the nation designed specifically for local government, training up to 1,000 employees/officials every month in 45 states.
- SGR is the third largest local government executive search firm in the nation.
- Interviewed and/or quoted by numerous news publications and media outlets including: National Public Radio, Entrepreneur Magazine, Government Technology, GovWire, Federal Computer Week, CIO Magazine, Dallas Business Journal, DFW Tech Biz, D Magazine, International Association of Chiefs of Police Journal, as well as numerous newspapers and broadcast news outlets in a wide variety of national media markets.

#### Government Relations Specialists – Owner & CEO August 1996 to September 2001

- Owner and CEO of this consulting firm which represented businesses doing business with government and in legislative advocacy efforts.
- Doubled it in size, becoming the 49<sup>th</sup> largest lobby firm in Texas, and then sold it to an employee to focus all efforts on the launch of SGR.
- Major clients included over 40 Fortune 500 firms including American Express, Aramark, Automated Licensing Systems, Children's Comprehensive Services, IBM, Quorum Health Group, Library Systems and Services, PeopleSoft, SCT, Space Imaging, TXI, Verizon, Xerox and many others.

#### City of DeSoto, Texas – City Manager October 1994 to August 1996

- Significant accomplishments include:
  - Named by Texas Business Magazine as a top 20 Texas city to relocate a business.
  - Named by Texas Outlook Magazine as a top 25 city for economic development.
  - Named by Texas Business Magazine as one of the "Best Run Cities in Texas."
  - Increase in commercial building permits in excess of 1,000% over previous year.
  - Lowest crime rate of any major city in the Dallas-Fort Worth Metroplex.

#### City of Garland, Texas – City Manager November 1991 to June 1994

- City Manager of this rapidly growing city, which owns and operates an electric production and distribution system, a regional wastewater treatment system, a regional landfill, and a heliport, and offers a variety of social services and strong cultural arts. The ninth largest city in Texas, Garland's population was in excess of 220,000 with over 2,300 employees, and an annual operating and capital budget in excess of \$350 million.
- Hired to take this very traditional manufacturing-based community and rapidly position it as a statewide leader, transforming its one-dimensional image and reputation as a blue-collar suburb into that of a leading first tier city.

#### City of Plano, Texas – Assistant City Manager, Assistant to the City Manager November 1986 to November 1991

• Served in a variety of capacities in this rapidly growing, premier city, including: Assistant City Manager of Community Services, Assistant City Manager of Administration, Acting Assistant City Manager for Development, and Assistant to the City Manager.

#### City of Farmersville, Texas – City Manager 1984 to 1986

• First City Manager of this full service city operating an electric system and two lakes.

#### City of Sundown, Texas – City Manager 1982 to 1984

• City Manager of this full service city operating a natural gas system and a golf course.

# City of Lubbock, Texas – City Administrative Intern to the City Manager 1981 to 1982

• Administrative Intern to the City Manager.

#### EDUCATION

- Texas Tech University Masters of Public Administration
- Abilene Christian University Bachelor of Arts, Government Major / Student Association President

#### MAJOR AWARDS for Municipal Organizations Managed

- 3CMA Economic Development Marketing Campaign Savvy Award Certificate of Excellence for International Development and Local Realtor Ads Garland
- International Association of Chief's of Police, Excellence in Policing Award for Neighborhood Service Team Garland
- Finalist, Governor's Environmental Excellence Award Garland
- Texas Natural Resource Conservation Commission Award for Excellence Garland
- American Society of Landscape Architects, Texas Chapter, Environmental Stewardship Award for Garland's Spring Creek Forest Preserve Garland
- Dallas Business Journal, "Metroplex Real Estate Deal of the Year (Existing Building)," Garland
- Dallas Business Journal "Metroplex Real Estate Deal of the Year (New Construction)," -Garland
- GFOA Award for Distinguished Budget Presentation, every year, 1987-1996
- GFOA Certificate of Achievement for Excellence in Financial Reporting, 1987-1991

#### CURRENT PROFESSIONAL PARTICIPATION

- ICMA Conference Evaluation Committee, 2017
- ICMA Task Force on Inclusiveness, 2014 16
- Texas Police Chief's Association Training Advisory Committee 2018-present
- Member, Texas Fire Chief's Association Best Practices Recognition Board, 2014-present
- National Institute for Governmental Purchasing Talent Management Council, 2014
- Missouri Municipal League Governance Institute Fellow, 2013-present
- Texas City Management Association Task Force on Professional Development, 2014-15
- Author, "the 16%" weekly blog, 2013-2017
- Author, "Fourth Dimension Leadership", 2010
- Member, International City/County Management Association (ICMA), 1982-present
- Member, Texas City Management Association (TCMA), 1982-present
- Member, Texas Municipal Human Resources Association, 2006 present
- Member, Governmental Finance Officers Association, 2010 present

#### PREVIOUS PROFESSIONAL PARTICIPATION

- Author of 4<sup>th</sup> Dimension Leadership a Radical Strategy for Creating An Authentic Servant Leadership Culture
- Author of a Monthly Column in Texas City Manager Magazine on "Innovations that Make a Difference"
- ICMA Task Force on Employment Agreements

- ICMA Management Innovations Panel
- ICMA Conference Evaluation Committee
- ICMA/Innovation Groups National Management Practices Panel
- Author, "The Public Executive's Complete Guide to Employment Agreements", book published by ICMA and the Innovation Groups
- Texas Innovation Groups Executive Committee
- Author, "Crossing Department Lines Garland's Neighborhood Service Team", article published in the International Association of Chiefs of Police National Journal
- Author, "Redefining Thinking, Structures and the Rules of the Game in Government", article published in Texas Town and City Magazine
- Contributor, State Comptroller Bob Bullock's handbook for municipalities: "Standard Financial Management System for Texas Cities"
- Texas Municipal League Advisory Committee on Legislative Affairs Personnel Issues
- TCMA Ethics and Professional Standards Committee
- TCMA Annual Conference Committee

#### SPEAKING ENGAGEMENTS

- Ohio City Management Association, 2018
- Louisiana Municipal Association, 2018
- Florida City County Management Association Winter Summit, 2018
- SGR Servant Leadership Conference, 2018
- Texas Recreation and Parks Society, 2017
- Illinois Public Health Association, 2017
- Tennessee Governmental Finance Officers Association, 2017
- Texas Municipal HR Association, 2017
- Washington Public Employers Labor Relations Association, 2017
- International Personnel Management Association, 2017
- Oklahoma Municipal League, 2017
- Missouri Municipal League, 2017
- Florida League of Cities, 2017
- Michigan City Management Association, 2017
- Texas Municipal Utilities Association, 2017
- Florida City County Management Association, 2017
- International Personnel Management Association Midwest, 2017
- Missouri City Management Association, 2017
- National Public Employers Labor Relations Association, 2017
- Texas Municipal Clerks Association Annual School, 2017
- SGR Leadership Conference, 2017
- Texas City Management Association Regional Meeting, 2016
- Colorado Governmental Finance Officers Association, 2016

- Ohio City Management Association/Ohio Parks and Recreation Association Joint Conference, 2016
- Illinois Public Employer's Labor Relations Association, 2016
- Urban Management Assistant's/Emerging Local Government Leaders Pop Up Conference, 2016
- Texas Fire Marshall's, 2016
- Kentucky League of Cities, 2016
- Missouri Municipal League, 2016
- Florida League of Cities, 2016
- Arizona Parks and Recreation Association Conference, 2016
- Association of Public Safety Communications, 2016
- Texas City Management Association, 2016
- Florida City County Manager's Conference, 2016
- Colorado Emerging Leaders Conference, 2016
- Texas Municipal HR Association, 2016
- Florida City County Management Association, 2016
- Speak at National Public Employers Labor Relations Association, 2016
- Georgia City Management Association, 2016
- New Mexico Society of Human Resource Management, 2016
- Colorado Chapter of International Personnel Management Association, 2016
- Colorado City County Management Conference, 2016
- CPS Annual Conference, 2016
- Ohio Public Employer's Labor Relations Association, 2016
- Emerging Local Government Leaders, 2015
- National Purchasing Institute, 2015
- Public Libraries Association of North Texas, 2015
- Washington Public Employers Labor Relations Association, 2015
- Oregon City Management Association, 2015
- Colorado City Management Association Emerging Leaders, 2015
- Texas Municipal HR Association Nuts and Bolts Workshop, 2015
- National Association of County Clerks and Recorders, 2015
- Gettysburg Leadership Workshop, 2015
- Association of Washington Cities, 2015
- Texas City Manager's Associationl, 2015
- International Personnel Management Association Midwest Conference, 2015
- East Texas City Manager's Association, 2015
- Missouri Association of Purchasing Professionals, 2015
- Association of Washington Cities Labor Relations Institute, 2015
- Texas Public Employers Labor Relations Association, 2015
- Dallas Office of the FBI on Valuing Workplace Diversity and the Difference Between Bias and Prejudice, 2015
- Government Finance Officers Association of Texas, 2015
- National Public Employers Labor Relations Association, 2015

- Tennessee Government Finance Officers Association, 2015
- Missouri City Clerks, 2015
- Texas Fire Educators Association, 2015
- SGR Servant Leadership Conference, 2015
- National Forum for Black Public Administrators DFW Chapter, 2014
- Public Purchasing Association of North Texas, 2014
- Missouri Intergovernmental Risk Association, 2014
- Texas City Management Association, 2014
- American Public Works Association Midwest, 2014
- Governmental Finance Officers Association, 2014
- National Public Employers Labor Relations Association, 2014
- North Texas Municipal Clerks Association, 2014
- National Institute for Governmental Purchasing Lone Star Conference, 2014
- Missouri Municipal Clerks and Finance Officers Association, 2014
- South Texas City Manager's Association 2014
- Urban Counties Annual Conference, 2014
- SGR Annual Conference on Creating a Learning Organization, 2014
- National Public Employers Labor Relations Association Annual Conference, 2013
- National Parks and Recreation Annual Conference 2013
- Missouri Municipal League Annual Conference, 2013
- Washington City/County Management Association Annual Conference, 2013
- Nebraska City/County Management Association Annual Conference, 2013
- Tennessee Municipal League Annual Conference, 2013
- Texas City Manager's Association Annual Conference, 2013
- Government Finance Officers Association of Texas Annual Conference, 2013
- American Public Works Association Regional Conference, 2013
- Kansas Public Works Association Annual Conference, 2013
- Texas Recreation and Parks Association Annual Conference, 2013
- Texas Public Purchasing Association Annual Conference, 2013
- Colorado City County Management Association Annual Conference, 2013
- Kansas City County Management Association Annual Conference, 2012
- National Parks and Recreation Management School, 2012
- Texas City Management Study Group, 2012
- International City County Management Association Annual Conference, 2012
- National Procurement Institute, 2012
- Missouri Municipal League Annual Conference, 2012
- Texas City Clerk's Association Annual School, 2012
- Texas County Clerk's Association Annual School, 2012
- Kansas Governmental Finance Officers Association Annual Conference, 2011
- Texas City Management Association Annual Conference, 2010
- Public Risk Management Assoc. Annual Conference, 2010
- Oklahoma City Manager's Association Annual Conference, 2010
- Northwest States City Management Association Annual Conference, 2010

- Ohio City/County Management Assoc. Annual Conference, 2009
- West Texas City Management Association Annual Training Conference, 2009
- Texas Municipal League Regional Meeting, 2009
- Texas Municipal Human Resources Association Annual Nuts and Bolts Conference, 2009
- East Texas City Management Association Annual Training Conference, 2008
- East Texas City Management Association Annual Training Conference, 2007
- International City/County Management Association Conference, 2006
- Certified Public Manager Program, 2006
- North Texas Municipal Clerks Association Management Institute, 2006
- City of Carrollton, Texas, Leadership Academy, 2006
- City of Arlington, Texas, Leadership Academy, 2005
- Urban Management Assistants of North Texas Annual One Day Conference, 2005
- Leadership Southwest, 2004, 2006, 2008
- International City/County Management Association Annual Conference, 2003
- Keynote Speaker (along with the Deputy Secretary of Defense), Government Electronics and Information Technology Association Information Technology and Defense Electronics Forecast Annual Conference State and Local Homeland Security, 2002
- Transforming Local Government Conference, 2001
- National Association of Counties Annual Conference, 1999
- World Services Congress Building Public Private Partnerships, 1999
- Central Texas City Management Association, 1999
- Carolinas-Virginia Hospital Trustee/Physician Conference, 1999
- Quorum Ohio CEO Conference, 1999
- Chairman of the Board In-Service Training, Quorum, 1999
- Quorum Foundations for the Future, 1999
- Quorum Chairman of the Board Training, 1998
- International City County Management Association, 1998
- Iowa Municipal Management Institute, 1997
- Quorum Foundations for the Future, 1997
- Quorum Board of Trustees Training, 1997
- Urban Management Assistants of North Texas, Conference of Minority Public Administrators, and National Forum for Black Public Administrators Workshop 1996
- Innovation Groups Regional Conference, 1996
- Texas City Management Association Annual Conference, 1996
- Florida City/County Management Assoc. Annual Conference, 1996
- North Carolina City/County Management Association Annual Conference, 1996
- Quorum Foundations for the Future, 1996
- International City/County Management Association Conference, 1996
- Texas City Management Association Conference, 1995
- Kansas Innovation Groups Regional Workshop, 1995
- City-County Communications & Marketing Association National Conference, 1994
- National League of Cities Innovations in Government National Conference, 1994

- Innovation Groups Regional Workshop, 1994
- Texas Foundation for the Improvement of Local Government Institute, 1994

#### **OTHER HONORS AND ACTIVITIES**

- American MENSA member
- Distinguished Alumni, Abilene Christian University
- Abilene Christian University Public Administration Visiting Committee
- Texas Tech University, Center for Public Service, Alumni of the Year

# **Collaborative and Consensus-Building Search Experience**

Davenport, Iowa City Manager Search (103,000 population with Mayor & 10 Alderman, with all members elected every two years.)

Mayor Frank Klipsch Email: <u>fklipsch@ci.davenport.ia.us</u> Office: (563) 326-7701 Recruiter: Doug Thomas, Senior Vice President

Mayor Klipsch was newly elected and had never held a public office prior to being elected as Davenport's Mayor. He was ultimately responsible for nominating the final City Manager candidate for consideration of appointment to the full City Alderman Board, but also was required to appoint a diverse City Manager Search Committee to assist him in evaluating prospective candidates. SGR was selected to assist the City in the search and Doug Thomas interviewed the Mayor, each Alderman, and each Search Committee Member individually as part of the Position Profile Interviews, then scheduled group sessions with all the parties to ensure that the Position Profile Brochure captured the consensus and salient points desired by both groups prior to the recruitment process. As the search progressed, Doug scheduled times to meet with the Mayor, the search Committee and the balance of the City Alderman during the candidate triage, selection of semifinalists, and finalists to ensure all the parties were in agreement with the selections made. Interview sessions also involved separate full participatory meetings with the Mayor, Search Committee, Senior Staff and Alderman, coupled with a Public "Meet & Greet" and debrief sessions with each group leading up to the final candidate recommended for appointment by the Mayor.

#### Topeka, Kansas City Manager Search (127,000 population with Mayor & 9 Council Members.)

Jacque Russell, Human Resources Director Email: <u>irussell@Topeka.org</u> Office: (785) 368-3867 Recruiter: Doug Thomas, Senior Vice President

The City of Topeka converted to a Council-Manager Plan in 2005 and was recruiting their 3rd City Manager, with their first serving from 2006-2011, and their second serving from 2012–2016. A large number of the then current City Council Members had publicly announced that they were not planning on running for re-election at the upcoming municipal election, and when combined with the balance of members who were going to run for re-election, created the potential for a majority of the governing body to be new following the appointment of the new City Manager. The City Council felt it was important to initiate the City Manager search with the current governing body so as not to interrupt the business of government if a significant turnover on the governing body occurred at the upcoming election. In light of such, it was important to secure the desires and expectations not only of the current elected officials, but also significant

community outreach to ensure a complete understanding of the emerging issues, projects and initiatives of the community could be incorporated into the search process. The Topeka City Council also appointed a diverse Community stakeholder panel who interviewed each finalist, their feedback in addition to feedback from a Senior Staff Engagement Session and a public "Meet & Greet" were used as part of the City Council interviews and deliberations. SGR worked closely with the City Council to facilitate consensus throughout the interview and selection process for their City Manager.

# **Additional References**

Todd Wodraska, Mayor City of Jupiter, Florida (pop. 60,681) Email: <u>toddw@jupiter.fl.us</u> Phone: 561-741-2214 Project: Town Manager executive recruitment in 2017

Rick A. Lott, Mayor City of Plant City, Florida (pop. 36,627) Email: <u>rlott@plantcitygov.com</u> Phone: 813-267-3005 Project: City Manager executive recruitment in 2018

Paul Fetter, Council President Town of Clarksville, Indiana (pop. 22,100) Email: <u>pfetter@townofclarksville.com</u> Phone: 502-777-4089 Project: Town Manager executive recruitment in 2016

# **Recent City Management Executive Searches**

#### 2017

#### **City/Town Manager or Administrator**

- Bedford, Texas (pop. 49,000)
- Bozeman, Montana (pop. 41,600)
- Brenham, Texas (pop. 16,300)
- Clark County, Washington (pop. 345,000) in process
- Clute, Texas (pop. 11,000)
- Colleyville, Texas (pop. 24,500)
- Grandview, Missouri (pop. 25,300)
- Humble, Texas (pop. 15,000)
- Jupiter, Florida (pop. 60,700)
- Killeen, Texas (pop. 119,000)
- Lebanon, Missouri (pop. 14,300) in process
- Midland, Michigan (pop. 40,800)
- Parkville, Missouri (pop. 5,400)
- Plant City, Florida (pop. 33,000)
- Riverside, Missouri (pop. 3,000)
- Saginaw, Texas (pop. 21,700)
- San Marcos, Texas (pop. 53,000)
- Sealy, Texas (pop. 6,400)
- Stephenville, Texas (pop. 17,400)
- Temple, Texas (pop. 70,800)
- Topeka, Kansas (pop. 127,000)
- Vail, Colorado (pop. 4,800)

#### 2016

#### **City/Town Manager or Administrator**

- Amarillo, Texas (pop. 189,000)
- Angleton, Texas (pop. 19,000)
- Bastrop, Texas (pop. 8,400)
- Beavercreek, Ohio (pop. 45,000)
- Bethany, Oklahoma (pop. 19,500)
- Canadian, Texas (pop. 2,900)
- Carrollton, Texas (pop. 128,000)
- Choctaw, Oklahoma (pop. 11,500)
- Clarksville, Indiana (pop. 22,000)
- Craig, Colorado (pop. 9,300)
- Davenport, Iowa (pop. 101,000)
- Des Moines, Washington (pop. 29,000)
- Elgin, Texas (pop. 10,000)
- Gunnison, Colorado (pop. 5,500)

- Lake Dallas, Texas (pop. 8,000)
- Lake Worth, Texas (pop. 4,000)
- Palestine, Texas (pop. 18,000)
- Palm Beach Shores, Florida (pop. 1,500)\*
- Piney Point Village, Texas (pop. 3,500)
- Raytown, Missouri (pop. 28,000)\*
- Spokane Valley, Washington (pop. 90,600)
- Sweetwater, Texas (pop. 10,000)
- Valley Center, Kansas (pop. 5,000)
- Williston, North Dakota (pop. 13,000)

#### 2015

#### **City/Town Manager or Administrator**

- Abilene, Texas (pop. 118,000)
- Altus, Oklahoma (pop. 19,000)
- Alvin, Texas (pop. 23,000)
- Arcadia, Florida (pop. 7,500)\*
- Azle, Texas (pop. 11,500)
- Baytown, Texas (pop. 70,000)
- Ballwin, Missouri (pop. 30,000)
- Bridgeport, Texas (pop. 6,000)
- Casper, Wyoming (pop. 53,500)
- Forney, Texas (pop. 16,000)
- Georgetown, Texas (pop. 50,000)
- Granbury, Texas (pop. 6,800)
- Guthrie, Oklahoma (pop. 10,000)
- Hot Springs, Arkansas (39,000)
- Kaufman, Texas (pop. 8,900)
- Lamesa, Texas (pop. 9,300)
- Missouri City, Texas (pop. 74,500)
- Montgomery, Texas (pop. 600)
- Mount Pleasant, Tennessee (pop. 4,500)\*
- Muskegon Heights, Michigan (pop. 11,500)
- Northglenn, Colorado (pop. 34,000)
- Port Lavaca, Texas (pop. 11,000)
- St. Charles, Missouri (pop. 65,000)
- Stillwater, Oklahoma (pop. 46,000)

Population numbers are approximate. Resource: <u>www.City-Data.com</u>

# **SECTION THREE**

**PROJECTED COST** 

CITY MANAGER – PALM COAST, FLORIDA



# **PROJECT COST**

#### **All-Inclusive Maximum Price**

Professional Services Fee:	\$ 18,500
Expenses Not-to-Exceed:	\$ 9,50 <u>0</u>
All-Inclusive, Not-to-Exceed Maximum Price:	\$ 28,000*

#### **Expenses Not-to Exceed**

SGR does not bill the client for any expenses except for those explicitly detailed herein. Items included in the Expenses Not-to-Exceed include:

- Professional production of a high quality brochure. This brochure (typically 4 pages) is produced by SGR's graphic designer for a flat fee of \$1,500.
- Ad placement in appropriate professional publications, including trade journals and websites, and related advertising to announce the position. This is billed at actual cost, with no markup for overhead. (However, the costs of ad placements in newspapers are not part of the not-to-exceed ad placement costs.)
- Printing of documents and materials. Reproduction costs for reports and briefing books presented to the client at 26 cents per copy, plus the cost of binders/binding. Flash drives are billed at \$10 each.
- Online interviews. There is a cost of \$200 for each recorded online interview. SGR recommends conducting online interviews at the semifinalist stage (up to 12 semifinalists).
- Psychometric Assessments. There is a cost of \$150 per candidate for the DiSC Management Profile (up to 6 finalists).
- Comprehensive Media Reports Stage 2. There is a cost of \$500 per candidate. SGR recommends conducting Stage 2 media searches on the finalist candidates (up to 6 finalists).
- Comprehensive Background Investigation Reports. There is a cost of \$300 per candidate for comprehensive background screening reports prepared by our licensed private investigations provider. SGR recommends conducting comprehensive background investigations on the finalist candidates (up to 6 finalists).
- Travel for the Executive Recruiter (incurred for the benefit of the client). Meals are billed at a per diem rate of \$10 for breakfast, \$15 for lunch, and \$25 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Up to four (4) visits/trips by the Recruiter to the Organization. Any additional visits/trips by the Recruiter to the Organization will be billed over and above the not-to-exceed maximum price.

#### \*Supplemental Services

The supplemental services listed below are not included in the maximum price above. These supplemental services include:

- Candidate Travel. Candidates are typically reimbursed directly by the client for travel expenses. If the client prefers a different arrangement for candidate travel, SGR will be glad to accommodate the client's wishes.
- Stakeholder Survey. SGR will conduct a Stakeholder Survey for \$1,000. SGR provides recommended survey questions and sets up an online survey. Stakeholders are directed to a web page or invited to take the survey by email. Written summary of results is provided to the organization.
- Post-Hire Team Building Analysis. A half-day onsite workshop is \$4,000, plus travel expenses, and \$150 per person for I-OPT reports (if reports were not previously completed as part of the recruitment process), which include Individual Analysis Report, Emotional Impact Management Report, Change Management Report, and Team Management Report. Two-Person Reports can be ordered for an additional fee of \$50 per report.
- Site Visits to Communities of Finalist Candidates. If desired, the Executive Recruiter will travel to the communities of the finalist candidates to conduct onsite visits. Site visits will be charged at a day rate of \$1,000 per day, plus travel expenses.
- In the unexpected event the client shall request that unusual out of pocket expenses be incurred, said expenses will be reimbursed at the actual cost with no mark up for overhead.
- If the client desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval. Supplemental services will be billed out at \$250 per hour.

#### Billing

Professional fees for the recruitment are billed in three equal installments during the course of the recruitment. The initial installment is billed after the Organizational Inquiry and Analysis is completed and the position profile has been created. The second installment is billed when semifinalists are selected. The final installment is billed at the conclusion of the recruitment. Expense (reimbursable) items and supplemental services will be billed with each of the three installments, as appropriate.

## **PROVISION OF SERVICE GUARANTEE**

SGR guarantees that you will be satisfied with the results of the recruitment process, or we will repeat the entire process at no additional professional fee until you find a candidate that you desire. Additionally, if you select a candidate (that SGR has fully vetted) who resigns or is released within 18 months of their hire date, SGR will repeat the process at no additional professional fee to the client. If the Organization circumvents SGR's recruitment process and selects a candidate who did not participate in the full recruitment process, the service guarantee is null and void. We also guarantee that we will not directly solicit a candidate we bring to you for another job.

# **SECTION FOUR**

**INNOVATION AND CREATIVITY** 

CITY MANAGER – PALM COAST, FLORIDA



#### What sets SGR apart?

We are a full-service consulting firm, actively engaged in local government operations, issues, and Best Management Practices, as opposed to firms that solely perform recruitment services. Our unique and innovative approach has a proven track record of success:

# **1.** A comprehensive understanding of the unique culture, needs and desires of the organization and community:

SGR has a demonstrated track record of success differentiating between desired qualifications and fit, which are two different things. The Recruiter must understand both to find a great match. SGR does this by:

- Conducting one-on-one interviews with each of the elected officials, key staff and a diverse set of community stakeholders to develop the Position Profile.
- > Spending time on the ground in the community.
- > Reviewing comprehensive information requested from the City.
- Following Google alerts on the community during the course of the search process and providing weekly updates of such to candidates.
- > Ongoing and frequent communication with the City throughout the search.

# **2.** Dynamic state of the art talent marketing that reaches a national candidate pool in a way that engages and makes them interested in the opportunity.

SGR engages in a multi-step process to reach candidates:

- Developing a high-quality brochure to market the position using a professional writer and professional graphics designer.
- Carefully crafted job advertisements designed to be engaging and appropriate for the particular position and location.
- Targeted job advertisements including SGR's website & job board, national & state associations, and local venues based on the specific position and desires of the City.
- Direct outreach via phone and email to outstanding prospects who may not be looking for a job, but who based on our extensive knowledge of the market and from previous searches, are known to be outstanding candidates.

Comprehensive social media campaign designed by a social media marketing expert specifically tailored to leverage different venues, including maximizing their respective prime day of week and viewing times.



#### 3. Candidate vetting that prevents surprises, and ensures in-depth understanding:

- > Initial screening questionnaire when cover letter and resume are submitted.
- Technical review of resumes by both the Recruiter and a Search Coordinator for different perspectives.
- Cross communication between Recruiters about candidates who have been in previous searches for greater understanding of background and skills.
- Comprehensive questionnaires to gain different insights than typically available on a resume.
- Online recorded video interviews to provide deeper insights on communication styles and how candidates approach different types of issues.
- Comprehensive media searches that include all five major search engines, local newspapers in every community the candidate has worked, local blogs, and other social media sites.
- Psychometric DiSC Assessments.
- Comprehensive legal/civil/criminal background checks by a licensed private investigation firm.
- > Proprietary *First Year Game Plan* exercise.

- 20-25 phone/email interactions with candidates by the time they are Finalists providing normative insights.
- Carefully designed and facilitated behavioral interview processes, including recommendations for interview questions, staff engagement, assessment exercises, community engagement, social events, community tours, and related strategies for gaining feedback from those events.

### 4. Candidate understanding of the organization and community to prevent withdrawals late in the process to help ensure a successful conclusion:

- Because your search will be led by a former City Manager, candidates know that we have asked the questions of you that they would want answered, giving them confidence that we really understand you, and can convey meaningful understanding of the Council, the community, and the organization.
- Each Friday, SGR provides a variety of news clippings on the community and the organization to better educate the candidates as the process unfolds. This approach also prompts ongoing interaction between the Recruiter and the candidates, providing normative insights into the candidate and how they think about and respond to various issues.

#### 5. A process that is smooth, seamless and user friendly for both candidates and the client:

- No billing surprises Not to Exceed pricing of \$18,500 for Professional Fees and \$9,500 for Expenses for the Proposed Comprehensive Executive Search Process.
- One of our Core Values is Continuous Improvement, and SGR constantly seeks feedback from clients and candidates to evaluate our processes and refine them to achieve the best possible experience by all parties.

#### **UNSOLICITED FEEDBACK REGARDING SGR'S PERFORMANCE**

Following are a few unsolicited quotes from emails we have received. This unsolicited feedback demonstrates that our practice of using the Golden Rule to determine how we treat everyone leaves no doubt in the minds of both clients and candidates that we are truly superior to the competition. We do not include names to avoid the suggestion of an endorsement, which is prohibited under the ICMA Code of Ethics.

December 2017: "I was impressed with the professionalism and thoroughness of your company. I am very pleased with where we ended up. I was a little nervous entering the process. But it turned into a very positive experience for the Council and the City."

May 2017: "Thanks so much for SGR's help. We had dozens of well qualified applicants, and most would probably not have been received without the support and expertise of SGR. The contacts and network that SGR brought to the process were invaluable. [Recruiter] was a joy to work with. He was extremely professional and knowledgeable. He guided us through the process and kept us on the preset timeline."

May 2017: "...I do appreciate your and you company's professionalism, but more importantly the thoughtfulness and personal attention you provide candidates, which I'm sure is equally provided to your client. That attention is often lacking in other municipal search firms and is a great attribute of SGR."

May 2017: "Thanks for the update. I have to admit, I've never received a status update note from a recruiter providing such an informative message about what is happening with the position. I really appreciate it and as a human resources professional, I'll tuck this thought away for future reference as a best practice."

May 2017: "Thank you so much for sharing the article. I haven't seen another executive recruitment firm be so proactive and engaged with job candidates. Very impressive."

April 2017: "Ron, I thought I would reinforce to you, how much I appreciate the way your staff, like [recruiter] and others, stay in touch with applicants throughout the process. You are unique in the current trends of electronic application systems but some are operated by people not functioning like "Servant leaders"! Your staff gets the concept and walks the walk! Thanks for your "Servant leadership" and its impact on the HR leadership."

February 2017: "[t]hank [recruiter] and Ron Holifield for your professionalism and timely attention to my inquiries and concerns...I sincerely appreciate the firm's commitment to its clients and the applicant pool."

January 2017: "Thanks to your company for all of the opportunities that they allowed me during my brief stint amongst the unemployed. You have amazing people working for you."

December 2016: "I truly value your level of communication in this process. I'd not realized my commitment to communication until being in a position where there is an extreme lack of communication and I have no way to foster. So thank you for being one of the few examples of how it can be done."

October 2016: "A special thank you to [recruiter]. He was very helpful during this process. I will definitely be recommending SGR to my professional colleagues."

August 2016: "Thank you very much for your continuous update on the status of my application for the [position] and I really appreciate the commitment by your team and yourself to make this a wonderful experience. I admire your level of professionalism and hope that I get a chance to work among such a wonderful team in future."

July 2016: "I also appreciate your engagement with me as a candidate during this process. It has been one of the most professional experiences with a recruiter I have had. You should be commended for your efforts to lead such an effort. In the future, if I ever need assistance to fill a position, I will surely keep you in mind."

July 2016: "The more I deal with you, Ron, and the rest of your team, the more impressed I am with your level of professionalism and care. You are awesome."

June 2016: "I have been very impressed with your selection process. This has been a very time consuming process for candidates like me but I see a great value for the employers. You have developed a great selection process. Honestly, when I compare it to what my colleagues and I have done at Big 4 firms, your process is more comprehensive and much better."

May 2016: "I just wanted to take a moment of your time to thank you for your very professional demeanor while conducting the job search for the [city]. SGR is very thorough. I am impressed by the diligence of SGR. All interviews are a continuing learning process; I have learned from this experience, especially the video interview. You all are very kind; and, I wanted you to know that I appreciate having this experience and appreciated the interaction with everyone at SGR."

April 2016: "I must say, this has been one of the most professional and well organized recruiting processes I have seen in a very long time. You and your team have kept the candidates abreast of the process completely along the way. Thank you kindly for going the extra mile to make this a very pleasant experience. You and your team represent the HR profession amazingly. Simply impressive."

March 2016: "Thank you for the update. I wanted to let you know that I truly enjoyed your recruitment style. You are timely and informative. The information sent by yourself and [SGR staff] is relevant and a wonderful way to keep potential candidates 'warm' while you evaluate resumes."

February 2016: "I just wanted to say how nice it is to get updates on the status of the search. I'm in the process of looking at several positions and it can be very frustrating to sometimes go months without knowing if the organization has chosen anyone. (Many places will not return calls or emails inquiring about status, either.) No matter the outcome, this is definitely one of the best run searches I have been a part of. Thanks again for keeping us all in the loop."

January 2016: "I would like to say that I really appreciate the level of communication from you and SGR regarding the status of the process in [city] and what the expected next steps were. I have dealt with a number of search firms over the last year and SGR has done an excellent job in communicating with applicants. Far too often I have heard nothing from the firm conducting a search and found out through other sources that the position had been filled. Again I really appreciate the level of communication."

December 2015: "SGR really is a class act and I appreciate the personal nature of your communications – you must have an excellent staff. I have been through more than a few applications while transitioning from the military, and I will tell you that your company stands at the top."

November 2015: "I sincerely believe your personal courtesy and agency is the most professional of any I have ever experienced."

## **SECTION FIVE**

SAMPLE POSITION PROFILE BROCHURE





# CITY OF LEBANON, MISSOURI

EXECUTIVE SEARCH PROVIDED BY STRATEGIC GOVERNMENT RESOURCES



### THE COMMUNITY

Lebanon is an energetic, thriving city located in southwest Missouri. The City covers 14.63 square miles and is the county seat of Laclede County. State highways 5, 32, and 64 run through the City, as does Interstate 44 and the famous Route 66, providing fast and convenient access to the surrounding region.

From the great outdoors to the great indoors, Lebanon offers its residents and visitors a wide variety of recreational, entertainment, and cultural opportunities. Fishing, hiking, hunting, concerts, shows, pieces of America's storied history, and much more can be found in the Lebanon area. The City is home to 14,688 residents, and thousands of visitors come from all over the world to drive on the famous Route 66 and soak up the history of "The Mother Road."

Trout, bass, crappie, catfish, and perch all can be found in the waters in and around Lebanon. Fishermen enjoy reeling in the big ones from the Niangua River, the Gasconade River, and the Osage Fork. You can also enjoy the scenic beauty of the Ozarks by leisurely floating down the river, truly a favorite Missouri past time. Lebanon is on the doorstep to the Lake of the Ozarks and Bennett Spring, the fourth largest state park in Missouri, which draws hundreds of thousands of visitors each year. It is one of Missouri's favorite and oldest state parks and is recognized as a trout fisherman's haven, with Trout Season Opening Day on March 1st as a major event in the area. Bennett Spring Park also offers 12 miles of hiking trails and natural tunnels. Additional community amenities include the Great Life Country Club and Fitness Center, the Cowan Civic Center, a YMCA, the Boswell Aquatic Center, various parks, and all of the nearby offerings of Springfield, the third largest city in Missouri.

The City hosts the Annual Gospel Get Together, a major regional annual gospel event held in August, and the Annual Earth Day Fair held in the downtown area. Culturally, Lebanon features several standout organizations, including a local artists guild, a concert association, and Community Arts Lebanon Missouri (CALM).

Established in the early 1900s to bring commercial activity closer to the railroad, Downtown Lebanon offers a variety of unique shops, restaurants, financial institutions, and historical buildings. The Downtown area has wide sidewalks and large storefronts that make it perfect for pedestrian window shopping.



### THE COMMUNITY (CONTINUED)

Lebanon is currently experiencing industrial and commercial growth and expansion, both from existing industrial employers and with new commercial development. The City currently has abundant employment opportunities, with several key parcels that have recently become available for retail development. The area's industrial base is largely comprised of boat manufacturing, tool and die operations, and various entrepreneurial developments. Major employers include Tracker Marine, Copeland Scroll/Emerson Climate Technologies, Lebanon School District, Independent Stave, Mercy Hospital, The Durham Company, G-3 Boats, Marine Electrical Products, and Detroit Tool Metal Products.

Area students are served by the Lebanon R3 School District. The district has an enrollment of approximately 4,500 students in three elementary schools, a junior high school, a high school, an alternative education center, and a vocational school.

The median household income in Lebanon is \$30,050, and the median home price is \$153,450.



### MISSION, VISION, AND VALUES

### OUR MISSION:

City of Lebanon's Mission is to promote community engagement to create a secure, friendly, and sustainable community by providing equitable, proficient, and helpful public service.

### OUR VISION:

Lebanon will be celebrated as a dynamic community with first-rate and open public services, where community is friendly and the economy is vibrant.

### **VALUE STATEMENTS:**

**PEOPLE:** People are priority as we value, respect, trust, recognize, and effectively communicate in our interactions.

**INTEGRITY:** We strive to excel in our performance by exemplifying professionalism and excellence in our service to others.

**COMMITMENT**: We are committed to our community through perseverance, dedication, and follow through.

**TEAMWORK:** Through collaboration with others, we optimize planning, decisions, and outcomes.





### **GOVERNANCE AND ORGANIZATION**

Lebanon is a third-class city operating under a mayor-council-city administrator form of government. The City Council is comprised of eight council members, with the Mayor serving as its presiding officer. Two Council members are elected from each of four wards, and the Mayor is elected at-large. The Mayor serves a four-year term and Council members serve two-year, staggered terms. The current Mayor was appointed in September of 2017 and will serve until April 2020.

The City's governance has stabilized following a period of unrest in recent years, with the current Mayor and Council being viewed as the strongest Lebanon has experienced in some time. Pursuant to State Statute for a Third Class City, the Mayor will make a recommendation for appointment of the City Administrator, which requires a confirmation vote by the City Council. The search process will involve both input and interviews with the Mayor and the entire City Council. The Mayor may remove the City Administrator with the consent of a majority of the City Council or by a two-thirds vote of all City Council members independently of the Mayor's approval or recommendation.

A professional City Administrator is hired to manage the day-to-day operations of a full-service municipal operation. As the Chief Administrative Assistant to the Mayor, the City Administrator provides supervision and general direction to the City's management team, including the Assistant City Administrator and the directors of Police, Fire, Facilities (including Civic Center and Airport), City Clerk, Finance, Human Resources, Downtown Business, Community Development (including Development and Compliance & Planning and Design), Information Technology, Tourism and Public Works (including Streets, Electric Distribution, Fiber, Water, Wastewater, Storm Water, Fleet, and Recycling). Additionally, the City Administrator works closely with both the Parks Director (technically overseen by the Parks Board and funded through a dedicated millage) and the President/CEO of Lebanon - Regional Economic Development Incorporated (REDI) for economic development initiatives. REDI is a public-private not-for-profit, 501c(6) corporation formed in 2004 as the economic development organization for Lebanon and Laclede County. Recommendations from the City Administrator regarding the hiring or removal of department head positions under their supervision require confirmation of the City Council.

Lebanon has a total Fiscal Year 2018 Budget of \$53,852,667 and an ad valorem tax rate of \$0.2607/\$100 (General) and \$0.2607/\$100 (Parks). Additionally, the City has received voter support for a ½ mill levy dedicated for streets, which was just renewed for another 10 years in November. Municipal services are provided by roughly 200 FTEs, including representation by IBEW (Electric and Environmental Services), IAFF (Fire), and IUPA (Police). Lebanon has received the GFOA Distinguished Budget Presentation Award for three consecutive years.

### COMMUNITY CHALLENGES AND OPPORTUNITIES

The City of Lebanon is seeking an experienced, dynamic, and effective City Administrator. The new City Administrator will find Lebanon a diverse City with the challenges and opportunities that are characteristic of a thriving and growing community. The next City Administrator will play a key role in overseeing several major projects and initiatives that are under consideration or development:

- Review and development of a new community/organizational strategic vision, mission, and organizational values
- Development of community partnerships to help address an area workforce development challenge to meet the need for additional skilled, qualified personnel to fill vacant industrial and technical positions
- Ompletion of an updated Comprehensive Plan
- Continued implementation of City inspection services for building and construction codes
- Visible progress and reporting on the recently renewed 10-year 1/2 mill street levy which generates approximately \$1.7 million per year towards a total annual street construction budget of approximately \$2.2 million
- Renewal of the City's ½ mill capital improvements tax for another 10 years
- Consideration of revenue alternatives for the City's storm water system
- Opprade of the Wastewater Treatment Plant, which may require an increase in wastewater rates
- Implementation of a succession plan to address anticipated retirements that are expected to result in a loss of institutional knowledge and practices



### **IDEAL CANDIDATE**

The City of Lebanon seeks a visionary but grounded servant leader to be its next City Administrator. The ideal candidate will be a results-driven strategic thinker with a strong customer service focus and commitment to the community. It will be important for the next City Administrator to maintain an environment of credibility, integrity, and trust and to foster positive and productive relationships with the City Council, staff, and the community. The selected individual should be comfortable with the public nature of their position in a small town environment.

The City Council seeks an open-minded, responsive, and ethical team-builder with an approachable personality and exceptional interpersonal skills who will foster interdepartmental communication and collaboration and serve as a mentor to staff. Lebanon's next City Administrator should have a track record of appreciation for the value of employee contributions in the services provided to the community. Taking a talented and well-led City workforce to the next performance level by utilizing best practices and promoting continuous improvement at every level of the organization will be an ongoing priority for the City Administrator.

Creating close, positive, productive, and lasting relationships with the City Council and community stakeholders will be paramount for the incoming City Administrator. The City Council seeks someone who will communicate with them directly and frankly, but always positively and respectfully. An exceptional listener and consensus-builder, the City Administrator will serve as a bridge between the Mayor, Council, and staff and will skillfully guide the City Council through the decision-making process. The person selected will be politically savvy, but never political.

5



### IDEAL CANDIDATE (CONTINUED)

The City Council seeks a fiscally responsible City Administrator with long-term capital planning skills and a willingness to pursue outside-the-box strategies to address budget challenges. The ideal candidate will possess advanced finance and budget skills. A demonstrated ability to develop professional analysis of policy and operational issues, coupled with recommended options for City Council consideration, will be essential.

The incoming City Administrator will have the knowledge, skills, and ability to promote economic growth. Ensuring that City policies are development and business-friendly without compromising quality or public safety will be important. The ideal candidate will have experience in downtown redevelopment and will be comfortable with technology, including effective implementation of such within the organization. It will be important for the next City Administrator to understand the City's role in supporting economic development initiatives to successfully manage the development process throughout the City's internal review and permitting processes.

The selected candidate will be a highly effective negotiator and mediator who can build consensus and forge strategic partnerships within and beyond the community.Experience in working effectively with elected officials and community stakeholders regarding voter-supported tax levies and working with communities that are tourist destinations is strongly desired. Demonstrated effective collective bargaining experience is also preferred.

### **EDUCATION AND EXPERIENCE**

The selected candidate must hold a bachelor's degree from an accredited college or university in public administration, business administration, or a related discipline, be at least 25 years of age, and possess a minimum of five years of responsible professional managerial experience. An equivalent combination of education and experience that provides the required knowledge and skills may also be considered.

The City Administrator shall be approved by the City Council on the basis of executive and administrative qualifications with special preferences to experience in and knowledge of municipal administrations or similar organizations with elected legislative boards or commissions. ICMA Credentialed Manager status is strongly preferred. Residency within the City limits of Lebanon within six months of appointment is required.

### **COMPENSATION AND BENEFITS**

Expected starting salary is \$100,000 +/- DOQ. The City provides a generous benefits program including health, dental, life insurance, and paid vacation and sick leave. The City offers a retirement plan through the Missouri Local Government Employees Retirement Program (LAGERS), as well as a voluntary 457 Deferred Compensation Plan.



### **APPLICATION PROCESS**

Please apply online at: http://bit.ly/SGRCurrentSearches

For more information on this position contact:

#### **Doug Thomas, Senior Vice President**

Strategic Government Resources DouglasThomas@GovernmentResource.com 863-860-9314

This position is open until filled. To view the status of this position, please visit: http://bit.ly/SGRCurrentSearches

The City of Lebanon is an Equal Opportunity Employer and values diversity in its workforce. Applicants selected as finalists for this position will be subject to a comprehensive background check.

### RESOURCES

**City of Lebanon** lebanonmissouri.org



Lebanon Area Chamber of Commerce lebanonmissouri.com

**Lebanon Regional Economic Development, Inc.** lebanonredi.com

Lebanon/Laclede County Route 66 Society lebanonroute66.com

My Ozarks Online myozarksonline.com

Lebanon Daily Record lebanondailyrecord.com



## **SECTION SIX**

SAMPLE COMPREHENSIVE BACKGROUND

**SCREENING REPORT** 





#### **Background Screening Report**

First Check PO BOX 92033 Southlake, TX 76092 Phone: 888-588-2525 / 888-588-2525 Fax: 888-213-9341

FILE NUMBER REPORT TO	70100 STRATEGIC GOVERNMENT RESOURCES (20002) 1117 Bourland Rd Keller, TX 76248 Phone: 214-676-1691 Fax: -	REPORT DATE ORDER DATE TYPE	04-02-2015 04-02-2015   EXECUTIVE SE CHECK		VALENTINE BACKGROUND
	Application	n Information	1		
APPLICANT	TESTCASE, JANET	SSN	XXX-XX-6789	DOB	10-05-1962
ADDRESS(ES)	19 FOREST DR	CITY / STATE / ZIP	BEDROCK, TX	75214	

		Identity Development	
	Perso	on Search - SSN TRACE/ ADDRESS VERIF	
RESULTS SSN SEARCHED	Records Found XXX-XX-6789		15 1:48 PM MDT
FULL NAME / SSN JANET TESTC	DOB CASE	Applicant Information ADDRESS PHONE 19 FOREST HILL BEDROCK, TX County: HIDALGO	REPORTED DATE(S) First: 2015-01-16 Last: 2015-04-02
JANET LYNN TESTCASE	1962-10-05	19 FOREST HILL (954)547-398 BEDROCK, TX County: HIDALGO	84 First: 1995-02-13 Last: 2015-04-02
JANET TESTC	CASE 1962-10-05	19 FOREST HILL BEDROCK, TX County: HIDALGO	First: 1995-02-13 Last: 2015-04-02
JANET L TEST	TCASE	7863 SLEEPING LILY (702)812-144 DR LAS VEGAS, MO 89178 County: JACKSON	60 First: 1991-12-31 Last: 1996-05-23
SSN	VALID	SSN Information ISSUED LOCATION	ISSUED DATE RANGE
XXX-XX-6789	Y Y		1975-1976

WARNING: This search may not be used as the basis for an adverse action on an applicant. It should only be used to verify or correct an applicant's information, or as a tool to further research of public records or other verifications.

				Credit	Summary		
TOTAL TRADELINES		0			30 DAYS LATE	0	
CURRENTLY SATISFA	CTORY	0			60 DAYS LATE	0	
CURRENTLY DELINQU	JENT	0			90 DAYS LATE	0	
PREVIOUSLY DELINQ	UENT	0			NEWEST TRADE		
COLLECTION/CHR OF	FS	0/0			OLDEST TRADE		
PUBLIC RECORDS		0			INQUIRIES	0	
				Financia	I Summary		
	#	PAYMENT	TTL BALANCE	PAST DUE	UTILIZATION		
MORTGAGE	0	\$0	\$0	\$0			
INSTALLMENT	0	\$0	\$0	\$0			
OPEN	0	\$0	\$0	\$0			
REVOLVING	0	\$0	\$0	\$0			
OTHER	0	\$0 \$0	\$0 \$0	\$0 \$0			
		<b>\$</b> 0	<b>\$</b> U	φU			
		**	**	**			
	0	\$0	\$0	\$0			

this single debt can appear as a judgment in the public records section, as well.				
Variations				
Personal Information Comparison				

APPLICANT TU	NAME TESTCASE, JANET TESTCASE, JANET		SOC SEC XXX-XX-678 MISMATCH	<b>DOB</b> 9 10/05/1962	AKA			
			Address Cor	nparison				
APPLICANT	ADDRESS TU 19 FOREST DF						REPORTED 04-02-20	)15
		E	mployment C	omparison				
	COMPANY			POSITI	ON		REPORTED	
		NO EMPL	OYERS DEVE	LOPED				
			Credit Burea	u Report				
			Credit Hi	story				_
CREDITO	R OPENING DATE MONTHS REVIEWED	REPORTED DATE DLA	HIGH BALAN CREDIT BALAN	CE PAST DUE AMOUNT	HISTORICAL TIMES PAST DUE 30 60 90+	TYPE TERMS	PRESENT STATUS	E C O A

#### NO TRADELINES DEVELOPED

ECOA KEY: B = BORROWER; C = CO-BORROWER; S = SHARED; J = JOINT; U = UNDESIGNATED; A = AUTHORIZED USER

		Public Red	cords					
NO PUBLIC RECORDS DEVELOPED								
Prior Inquiries								
CREDITOR	INQUIRY TYPE	DATE	SRC	KIND OF BUSINESS	ECOA			
NO PRIOR INQUIRIES DEVELOPED								
	Repository Remarks							

TU High Risk Fraud Alert; Available and Clear (H01)

TU A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

PARA INFORMACION EN ESPANOL, VISITE WWW.CONSUMERFINANCE.GOV/LEARNMORE O ESCRIBE A LA CONSUMER FINANCIAL PROTECTION BUREAU, 1700 G STREET N.W., WASHINGTON,DC 20006.

THE FEDERAL FAIR CREDIT REPORTING ACT (FCRA) PROMOTES THE ACCURACY, FAIRNESS, AND PRIVACY OF INFORMATION IN THE FILES OF CONSUMER REPORTING AGENCIES. THERE ARE MANY TYPES OF CONSUMER REPORTING AGENCIES, INCLUDING CREDIT BUREAUS AND SPECIALTY AGENCIES (SUCH AS AGENCIES THAT SELL INFORMATION ABOUT CHECK WRITING HISTORIES, MEDICAL RECORDS, AND RENTAL HISTORY RECORDS). HERE IS A SUMMARY OF YOUR MAJOR RIGHTS UNDER THE FCRA. FOR MORE INFORMATION, INCLUDING INFORMATION ABOUT ADDITIONAL RIGHTS, GO TO WWW.CONSUMERFINANCE.GOV/LEARNMORE, OR WRITE TO: CONSUMER FINANCIAL PROTECTION BUREAU,

1700 G STREET N.W., WASHINGTON, DC 20006.

- YOU MUST BE TOLD IF INFORMATION IN YOUR FILE HAS BEEN USED AGAINST YOU. ANYONE WHO USES A CREDIT REPORT OR ANOTHER TYPE OF CONSUMER REPORT TO DENY YOUR APPLICATION FOR CREDIT, INSURANCE, OR EMPLOYMENT - OR TO TAKE ANOTHER ADVERSE ACTION AGAINST YOU - MUST TELL YOU, AND MUST GIVE YOU THE NAME, ADDRESS, AND PHONE NUMBER OF THE AGENCY THAT PROVIDED THE INFORMATION.

- YOU HAVE THE RIGHT TO KNOW WHAT IS IN YOUR FILE. YOU MAY REQUEST AND OBTAIN ALL THE INFORMATION ABOUT YOU IN THE FILES OF A CONSUMER REPORTING AGENCY (YOUR "FILE DISCLOSURE"). YOU WILL BE REQUIRED TO PROVIDE PROPER IDENTIFICATION, WHICH MAY INCLUDE YOUR SOCIAL SECURITY NUMBER. IN MANY CASES, THE DISCLOSURE WILL BE FREE. YOU ARE ENTITLED TO A FREE FILE DISCLOSURE IF:

- A PERSON HAS TAKEN ADVERSE ACTION AGAINST YOU BECAUSE OF INFORMATION IN YOUR CREDIT REPORT;

- YOU ARE THE VICTIM OF IDENTITY THEFT AND PLACE A FRAUD ALERT IN YOUR FILE;
- YOUR FILE CONTAINS INACCURATE INFORMATION AS A RESULT OF FRAUD;
- YOU ARE ON PUBLIC ASSISTANCE;

- YOU ARE UNEMPLOYED BUT EXPECT TO APPLY FOR EMPLOYMENT WITHIN 60 DAYS.

IN ADDITION, ALL CONSUMERS ARE ENTITLED TO ONE FREE DISCLOSURE EVERY 12 MONTHS UPON REQUEST FROM EACH NATIONWIDE CREDIT BUREAU AND FROM NATIONWIDE SPECIALTY CONSUMER REPORTING AGENCIES. SEE WWW.CONSUMERFINANCE.GOV/LEARNMORE FOR MORE INFORMATION.

- YOU HAVE THE RIGHT TO ASK FOR A CREDIT SCORE. CREDIT SCORES ARE NUMERICAL SUMMARIES OF YOUR CREDIT-WORTHINESS BASED ON INFORMATION FROM CREDIT BUREAUS. YOU MAY REQUEST A CREDIT SCORE FROM CONSUMER REPORTING AGENCIES THAT CREATE SCORES OR DISTRIBUTE SCORES USED IN RESIDENTIAL REAL PROPERTY LOANS, BUT YOU WILL HAVE TO PAY FOR IT. IN SOME MORTGAGE TRANSACTIONS, YOU WILL RECEIVE CREDIT SCORE INFORMATION FOR FREE FROM THE MORTGAGE LENDER.

- YOU HAVE THE RIGHT TO DISPUTE INCOMPLETE OR INACCURATE INFORMATION. IF YOU IDENTIFY INFORMATION IN YOUR FILE THAT IS INCOMPLETE OR INACCURATE, AND REPORT IT TO THE CONSUMER REPORTING AGENCY, THE AGENCY MUST INVESTIGATE UNLESS YOUR DISPUTE IS FRIVOLOUS. SEE WWW.CONSUMERFINANCE.GOV/LEARNMORE FOR AN EXPLANATION OF DISPUTE PROCEDURES.

- CONSUMER REPORTING AGENCIES MUST CORRECT OR DELETE INACCURATE, INCOMPLETE, OR UNVERIFIABLE INFORMATION. INACCURATE, INCOMPLETE, OR UNVERIFIABLE INFORMATION MUST BE REMOVED OR CORRECTED, USUALLY WITHIN 30 DAYS. HOWEVER A CONSUMER REPORTING AGENCY MAY CONTINUE TO REPORT INFORMATION IT HAS VERIFIED AS ACCURATE.

- CONSUMER REPORTING AGENCIES MAY NOT REPORT OUTDATED NEGATIVE INFORMATION. IN MOST CASES, A CONSUMER REPORTING AGENCY MAY NOT REPORT NEGATIVE INFORMATION THAT IS MORE THAN SEVEN YEARS OLD, OR BANKRUPTCIES THAT ARE MORE THAN 10 YEARS OLD.

- ACCESS TO YOUR FILE IS LIMITED. A CONSUMER REPORTING AGENCY MAY PROVIDE INFORMATION ABOUT YOU ONLY TO PEOPLE WITH A VALID NEED - USUALLY TO CONSIDER AN APPLICATION WITH A CREDITOR, INSURER, EMPLOYER, LANDLORD, OR OTHER BUSINESS. THE FCRA SPECIFIES THOSE WITH A VALID NEED FOR ACCESS.

- YOU MUST GIVE YOUR CONSENT FOR REPORTS TO BE PROVIDED TO EMPLOYERS. A CONSUMER REPORTING AGENCY MAY NOT GIVE OUT INFORMATION ABOUT YOU TO YOUR EMPLOYER, OR A POTENTIAL EMPLOYER, WITHOUT YOUR WRITTEN CONSENT GIVEN TO THE EMPLOYER. WRITTEN CONSENT GENERALLY IS NOT REQUIRED IN THE TRUCKING INDUSTRY. FOR MORE INFORMATION, GO TO WWW.CONSUMERFINANCE.GOV/LEARNMORE.

- YOU MAY LIMIT "PRESCREENED" OFFERS OF CREDIT AND INSURANCE YOU GET BASED ON INFORMATION IN YOUR CREDIT REPORT. UNSOLICITED "PRESCREENED" OFFERS FOR CREDIT AND INSURANCE MUST INCLUDE A TOLL-FREE PHONE NUMBER YOU CAN CALL IF YOU CHOOSE TO REMOVE YOUR NAME AND ADDRESS FROM THE LISTS THESE OFFERS ARE BASED ON. YOU MAY OPT-OUT WITH THE NATIONWIDE CREDIT BUREAUS AT 1-888-567-8688 (888-50PTOUT).

- YOU MAY SEEK DAMAGES FROM VIOLATORS. IF A CONSUMER REPORTING AGENCY, OR, IN SOME CASES, A USER OF CONSUMER REPORTS OR A FURNISHER OF INFORMATION TO A CONSUMER REPORTING AGENCY VIOLATES THE FCRA, YOU MAY BE ABLE TO SUE IN STATE OR FEDERAL COURT.

- IDENTITY THEFT VICTIMS AND ACTIVE DUTY MILITARY PERSONNEL HAVE ADDITIONAL RIGHTS. FOR MORE INFORMATION, VISIT WWW.CONSUMERFINANCE.GOV/LEARNMORE.

STATES MAY ENFORCE THE FCRA, AND MANY STATES HAVE THEIR OWN CONSUMER REPORTING LAWS. IN SOME CASES, YOU MAY HAVE MORE RIGHTS UNDER STATE LAW. FOR MORE INFORMATION, CONTACT YOUR STATE OR LOCAL CONSUMER PROTECTION AGENCY OR YOUR STATE ATTORNEY GENERAL. FOR INFORMATION ABOUT YOUR FEDERAL RIGHTS, CONTACT:

TYPE OF BUSINESS:	CONTACT:
1.a. BANKS, SAVINGS ASSOCIATIONS, AND CREDIT UNIONS WITH TOTAL ASSETS OF OVER \$10 BILLION AND THEIR AFFILIATES	BUREAU OF CONSUMER FINANCIAL PROTECTION 1700 G STREET NW WASHINGTON, DC 20006
b. SUCH AFFILIATES THAT ARE NOT BANKS, SAVINGS ASSOCIATIONS, OR CREDIT UNIONS ALSO SHOULD LIST, IN ADDITION TO THE BUREAU:	CONSUMER RESPONSE CENTER -FCRA
<ol> <li>TO THE EXTENT NOT INCLUDED IN ITEM 1 ABOVE:</li> <li>a. NATIONAL BANKS, FEDERAL SAVINGS ASSOCIATIONS, AND FEDERAL BRANCHES AND FEDERAL AGENCIES OF FOREIGN BANKS</li> </ol>	
b. STATE MEMBER BANKS, BRANCHES AND AGENCIES OF FOREIGN BANKS (OTHER THAN FEDERAL BRANCHES, FEDERAL AGENCIES AND INSURED STATE BRANCHES OF FOREIGN BANKS), COMMERCIAL LENDING COMPANIES OWNED OR CONTROLLED BY FOREIGN BANKS, AND ORGANIZATIONS OPERATING UNDER SECTION 25 OR 25A OF THE FEDERAL RESERVE ACT	PO BOX 1200 MINNEAPOLIS, MN 55480 1-888-851-1920
c. NONMEMBER INSURED BANKS, INSURED STATE BRANCHES OF FOREIGN BANKS, AND INSURED STATE SAVINGS ASSOCIATIONS	
d. FEDERAL CREDIT UNIONS	NATIONAL CREDIT UNION ADMINISTRATION OFFICE OF CONSUMER PROTECTION (OCP) DIVISION OF CONSUMER COMPLIANCE AND OUTREACH (DCCO) 1775 DUKE STREET ALEXANDRIA, VA 22314 1-703-519-4600
3. AIR CARRIERS	ASST. GENERAL COUNSEL FOR AVIATION ENFORCEMENT & PROCEEDINGS DEPARTMENT OF TRANSPORTATION 400 SEVENTH STREET SW WASHINGTON, DC 20590 1-202-366-1306

4. CREDITORS SUBJECT TO SURFACE TRANSPORTATION BOARD	OFFICE OF PROCEEDINGS, SURFACE TRANSPORTATION BOARD DEPARTMENT OF TRANSPORTATION 1925 K STREET NW WASHINGTON, DC 20423
5. CREDITORS SUBJECT TO PACKERS AND STOCKYARDS ACT	NEAREST PACKERS AND STOCKYARDS ADMINISTRATION AREA SUPERVISOR
6. SMALL BUSINESS INVESTMENT COMPANIES	ASSOCIATE DEPUTY ADMINISTRATOR FOR CAPITAL ACCESS UNITED STATES SMALL BUSINESS ADMINISTRATION 406 THIRD STREET, SW, 8TH FLOOR WASHINGTON, DC 20416
7. BROKERS AND DEALERS	SECURITIES AND EXCHANGE COMMISSION 100 F ST NE WASHINGTON, DC 20549
<ol> <li>FEDERAL LAND BANKS, FEDERAL LAND BANK ASSOCIATIONS, FEDERAL INTERMEDIATE CREDIT BANKS, AND PRODUCTION CREDIT ASSOCIATIONS</li> </ol>	1501 FARM CREDIT DRIVE
9. RETAILERS, FINANCE COMPANIES, AND ALL OTHER CREDITORS NOT LISTED ABOVE	FTC REGIONAL OFFICE FOR REGION IN WHICH THE CREDITOR OPERATES OR FEDERAL TRADE COMMISSION: CONSUMER RESPONSE CENTER- FCRA WASHINGTON, DC 20580 1-877-382-4357

		Creditors		
CREDITOR	SUB	CODE ADDRESS NO CREDITORS DEVEL	OPED	PHONE
		Submission Result	s	
APPLICANT APPLICANT	BUREAU TRANSUNION	DATE 04-02-2015 02:39:39 PM	RESULT NO RECORD FOUND	
		Repository Referra	al	
TransUnion Cons www.transunion. 2 Baldwin Place P.O. Box 1000 Chester, PA 1902 800-888-4213	com/myoptions			

	End of	Credit Report ***	
	Inve	estigative	
	County Crim	inal Records Sea	rch
RESULTS NAME SEARCHED DOB SEARCHED	Records Found TESTCASE, JANET 10-05-1962	SEARCH DATE SEARCH SCOPE	04-02-2015 1:50 PM MDT 10 years
JURISDICTION	TX-HIDALGO		
	*** A	bstract ***	
NAME ON RECORD	JANET L TESTCASE	CASE NUMBER	CR- 1234565656
DOB ON RECORD	10/05/1962	COURT	DISTRICT
OTHER IDENTIFIERS		FILE DATE	03/04/2010
OTHER INFO			
	(	Count-1	
TYPE	MISD CLASS B	OFFENSE	DRIVING WHILE INTOXICATED
DISPOSITION	CONVICTED		
DISPOSITION DATE	10/01/2010	OFFENSE DATE	03/04/2010
SENTENCE	18 MOS PROBATION/ \$1000.00 FINE		
OTHER INFO	PROBATION EXPIRED: 04/06/2012		
COMMENT			

WARNING: Based on the information provided First Check searched for public records in the sources referenced herein for criminal history information as permitted by federal and state law. 'Records Found' means that our researchers found a record(s) in that jurisdiction that matched the personal identifiers (i.e., Name, SSN, Date of Birth, Address) listed for the subject in the above abstract. First Check does not guarantee the accuracy or truthfulness of

	COUNTY W	ANTS AND WARR	ANT	
NO REPORTAL JANET TESTC	BLE RECORDS FOUND - DALLAS COUNT ASE	Υ		
	State Crin	ninal Records Sea	rch	
RESULTS NAME SEARCHED	No Reportable Records Found TESTCASE, JANET	SEARCH DATE	04-02-2015 1:46 PM MDT	
DOB SEARCHED	10-05-1962 TEXAS	SEARCH SCOPE	10 years	

CAUTION: Based on the information provided First Check searched for public records in the sources referenced herein for criminal history information as permitted by federal and state law. 'No Reportable Records Found' means that our researchers could not locate a record that matched at least two personal identifiers (i.e., Name, SSN, Date of Birth, Address) for the subject in that jurisdiction. Further investigation into additional jurisdictions, or utilization of additional identifying information, may be warranted. Please call for assistance.

Federal Criminal Records Search			
RESULTS	No Reportable Records Found		
NAME SEARCHED	TESTCASE, JANET	SEARCH DATE	04-02-2015 1:47 PM MDT
DOB SEARCHED	10-05-1962	SEARCH SCOPE	10 years
JURISDICTION	TEXAS NORTHERN		

CAUTION: Based on the information provided First Check searched for public records in the sources referenced herein for criminal history information as permitted by federal and state law. 'No Reportable Records Found' means that our researchers could not locate a record that matched at least two personal identifiers (i.e., Name, SSN, Date of Birth, Address) for the subject in that jurisdiction. Further investigation into additional jurisdictions, or utilization of additional identifying information, may be warranted. Please call for assistance.

InstaCriminal National Search			
RESULTS NAME SEARCHED DOB SEARCHED	No Reportable Records Found TESTCASE, JANET 10-05-1962	SEARCH DATE SEARCH SCOPE	04-02-2015 1:30 PM MDT
JURISDICTION JURISDICTION(S) SEA		al database(s) an	d may not represent 100% coverage of all

criminal records in all jurisdictions and/or sources. Coverage details available upon request.

CAUTION: Based on the information provided First Check searched for public records in the sources referenced herein for criminal history information as permitted by federal and state law. 'No Reportable Records Found' means that our researchers could not locate a record that matched at least two personal identifiers (i.e., Name, SSN, Date of Birth, Address) for the subject in that jurisdiction. Further investigation into additional jurisdictions, or utilization of additional identifying information, may be warranted. Please call for assistance.

	Global Homeland Security Search
RESULTS NAME SEARCHED	No Reportable Records Found TESTCASE, JANET SEARCH DATE 04-02-2015 1:30 PM MDT
NAME SEARCHED SOURCES	TESTCASE, JANET SEARCH DATE 04-02-2015 1:30 PM MDT Alabama Medicaid - Suspended Providers, America's Most Wanted Fugitive List, Australia Sex Offender Registry, Australian Dept of Foreign Affairs and Trade - Sanctions List, Australian Reserve Bank Sanctions List, Bank of England Sanctions List, California Medi-Cal - Suspended and Ineligible Providers, Connecticut Dept of Social Services - Admin Actions List, DEA Diversion Control Program - Admin Actions against Doctors, DEA Diversion Control Program - Cases against Doctors, Delaware Adult Abuse Registry, Directorate of Defense Trade Controls - Debarred Parties List, European Union Terrorism Sanctions List, FDA Office of Regulatory Affairs - Debarrent List, FDA Office of Regulatory Affairs - Warning Letters, Federal Deposit Insurance Corporation (FDIC) - Failed Bank List, Federal Deposit Insurance Corporation (FDIC) - Enforcement Decisions and Orders, Federal Reserve Board - Enforcement Actions, FinCEN - Enforcement Actions, FINRA - Disciplinary Actions, Florida Medicaid - Sanctioned Providers, Fugitive List, Health Resources and Services Administration - Health Education Assistance Loan - Defaulted Borrowers, HM Treasury - Consolidated List of Financial Sanctions, HM Treasury - Investment Ban List, Hong Kong Securities and Futures Commission (SFC) - Enforcement Actions, HUD - Limited Denials of Participation List, Idaho Medicaid Provider - Exclusion List, Illinois Casino Exclusion List, Illinois Office of Inspector General - Sanctioned Providers, Immigration and Customs Enforcement (ICE) - Most Wanted, Interpol Most Wanted, Japan Ministry of Economy, Trade, and Industry (METI) - End User List, Kansas Dept of Health and Environment - Abuse Registry, Kentucky Medicaid - Excluded Providers, Maryland Medicaid - Exclusion List, MIPT Terrorisr Knowledge Base, Mississippi Medicaid - Excluded Providers, Marsoun List, New Jersey Dept of Treasury - Debarment List, New York Office of the Medicaid Inspector General - Exclusion List, Newada Gaming Control Board - Excluded P
	Regulatory Affairs - Disqualified, Restricted and Assurances List for Clinical Investigators, Office of Research Integrity - Public Health Service - Administrative Actions List, Office of the Comptroller of Currency (OCC) - Enforcement Actions List, Office of the Superintendent of Financial Institutions (OSFI) - Canadian Sanctions List, Office of Thrift Supervision (OTS) - Enforcement Actions List, Office of The Supervisio

Medicaid - Sanctioned Providers, Ohio Medicaid - Suspended Providers, Palestinian Legislative Council List, Pennsylvania Medicheck - Precluded Providers List, Politically Exposed Persons List, SEC -Enforcement Actions, South Carolina Medicaid - Excluded Providers, Tennessee Dept of Health -Abuse Registry, Texas Employee Misconduct Registry, Texas Health and Human Services Commission Medicaid and Title XX Provider Exclusion List, TRICARE Sanctions List, UK Disqualified Directors List, United Nations Consolidated Sanctions List, US Commodity Futures Trading Commission (CFTC) -Disciplinary Actions, US Dept of Commerce - Denied Persons, Unverified, and Entity List, US Dept of Labor - Forced and Child Labor List, US Dept of State - Foreign Terrorist Organizations List, US Dept of State - Nonproliferation Sanctions, US Dept of State - Terrorist Exclusion List, US Dept of Treasury - Primary Money Laundering Concern List, US General Services Administration (GSA) - Excluded Parties List, World Bank Listing of Ineligible Individuals

CAUTION: Based on the information provided First Check searched for public records in the sources referenced herein for criminal history information as permitted by applicable laws. 'No Reportable Records Found' means that our researchers could not locate a record that matched. Further investigation into additional jurisdictions, or utilization of additional identifying information, may be warranted. Please call for assistance.

Sex Offender Records Search			
RESULTS	No Reportable Records Found		
NAME SEARCHED	TESTCASE, JANET	SEARCH DATE	04-02-2015 1:47 PM MDT
DOB SEARCHED	10-05-1962	SEARCH SCOPE	
JURISDICTION	TEXAS		

CAUTION: Based on the information provided First Check searched for public records in the sources referenced herein for criminal history information as permitted by applicable laws. 'No Reportable Records Found' means that our researchers could not locate a record that matched. Further investigation into additional jurisdictions, or utilization of additional identifying information, may be warranted. Please call for assistance.

County Civil Records Search			
RESULTS NAME SEARCHED DOB SEARCHED	Records Found TESTCASE, JANET 10-05-1962	SEARCH DATE SEARCH SCOPE	04-02-2015 1:42 PM MDT 7 years
JURISDICTION	MO-OSAGE		
		*** Abstract ***	
PLAINTIFF	JANET TESTCASE	CASE NUMBER	CV556566
DEFENDANT	CITY OF ROCKY ROAD	COURT NAME	COUNTY CT 456
FILE DATE	07/15/2011	JURISDICTION	
PLAINTIFF ATTORNEY	MARK A FISHER	CASE TYPE	CIVIL - HARASSMENT
DISPOSITION DATE	06/12/2012	DISPOSITION	JUDGMENT
COMMENT			

WARNING: Based on the information provided First Check searched for public records in the sources referenced herein for civil history information as permitted by federal and state law. 'Records Found' means that our researchers found a record(s) in that jurisdiction that matched the personal identifiers (i.e., Name, SSN, Date of Birth, Address) listed for the subject in the above abstract. First Check does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it is accurately copied from public records. Information generated as a result of identity theft, including evidence of civil activity, may be inaccurately associated with the consumer who is the subject of this report. Further investigation into additional jurisdictions, or utilization of additional identifying information, may be warranted. Please call for assistance.

	Credentials		
		cation Verification	
RESPONSE RECEIVED INSTITUTION NAME CITY, STATE INSTITUTION PHONE INSTITUTION FAX INSTITUTION EMAIL	<sup>9</sup> Yes UNIVERSITY OF SYRACUSE SYRACUSE, NY N/A	SEARCH DATE CONTACT SUBJECT	04-02-2015 1:51 PM MDT WRITTEN/ SC JANET TESTCASE
SOCIAL SECURITY DATES CLAIMED DEGREE(S) CLAIMED MAJOR(S) CLAIMED GPA CLAIMED HONORS CLAIMED ATTENDING NAME COMMENTS	SUBJECT-PROVIDED INFORMATION MAY 2013 MASTERS OF PUBLIC ADMIN PUBLIC ADMINISTRATION		INSTITUTION-PROVIDED INFORMATION 123-45-6789 DATE AWARDED: 05/15/2013 MASTERS PUBLIC ADMIN PUBLIC ADMINISTRATION

SEARCH DATE	04-02-2015	1:37 PM MDT

LICENSE NUMBER	09555186
License Nur	nber:
License Stat	te:
Full Name:	
DOB:	
Address:	

Texas

TX TESTCASE, JANET 1962-10-05 19 FOREST DRIVE BEDROCK, TX 79501

#### License Info

STATE OF ISSUE

 Status:
 CLEAR

 Class:
 C

 Class Description:
 Non-Comm. C - Single or comb veh , not in class A or B

 Expiration Date:
 2018-10-05

 Original Issue Date:
 1978-03-16

01234567

#### **Other License Info**

 Report Message:
 NO ENTRIES FOUND FOR THIS PERSON

 MVR Status:
 MVR found

 MVR History Length:
 3

 MVR Score:
 A valid driver license (active, clear, eligible, valid, etc) with at least 3 years of history and a clear MVR. (0)

#### Messages

Alert: Requested last name(TESTCASE) did not match. Commercial Driver License (CDL) Indicator: N THIS TYPE OF RECORD WILL NOT REFLECT COMPLETION OF A DRIVING SAFETY COURSE. THIS RECORD REFLECTS CONVICTIONS AND CRASH INVOLVEMENTS THAT ARE ALLOWED TO BE DISPLAYED BY LAW.

WARNING: Confidential Information - To Be Used As Per State And Federal Laws. Misuse May Result In A Criminal Prosecution.

#### COMPREHENSIVE REPORT

 Subject Information: (Best Information for Subject)

 Name:
 JANET L TESTCASE
 DOB: 10/05/1962

 SSN:
 123-45-xxxx issued in TEXAS between
 01/01/1975 and
 12/31/1976

Age: 31

#### Names Associated With Subject:

JANET L TESTCASE LexID: 8071868866 DOB: 1962

JANET TESTCASE LexID: 8071868866 DOB: 10/05/1962

#### 123-45-xxxx issued in TX Others Associated With Subjects SSN:

(DOES NOT usually indicate any type of fraud or deception) [None Found]

#### **Comprehensive Report Summary:**

Names Associated With Subject: 2 Found Others Associated With Subjects SSN: None Found Address Summary: 2 Found Active Address(es): 1 Found Previous & Non-Verified Addr: 1 Found Possible Criminal Records: None Found Sexual Offenses: None Found Driver's License: 1 Found A Motor Vehicles Registered: 1 Found Representation of the second s None Found DEA Controlled Substances: None Found Professional Licenses: None Found Watercraft: None Found Bankruptcies: None Found The Liens and Judgments: None Found Here Constraints UCC Filings: None Found Possible Properties Owned: 1 Found Possible Associates: None Found

#### Address Summary:

19 FOREST DR , BEDROCK, TX 77469-1826, HIDALGO COUNTY (1995- Jan 2015) 12924 PECOS RD, KNOXVILLE TX 37934-0885, KNOX COUNTY (Feb 2002 - Jan 2015) 7404 TOWN CENTER BLVD APT 808, ROSENBERG TX 77471-6232, FORT BEND COUNTY (Apr 2011 - May 2014) Utility Locator - Connect Date: 4/28/2011 /21027 JAMES LONG CT, RICHMOND TX 77406-6453, FORT BEND COUNTY (Jun 2007 - Oct 2013) 1611 LAUREL AVE APT 303, KNOXVILLE TN 37916-2078, KNOX COUNTY (Oct 2005) 135 WHITE DR APT -2, TALLAHASSEE FL 32304-3090, LEON COUNTY (May 2004 - Jun 2004) 1505 W THARPE ST APT 3632, TALLAHASSEE FL 32303-4575, LEON COUNTY (Sep 2002 - Jan 2004)

#### Active Address(es):

19 FOREST HILL DR, BEDROCK, TX 77406-6453, HIDALGO COUNTY
 Name Associated with Address:
 JANET TESTCASE
 Current Residents at Address:
 DAVID TESTCASE

#### **Property Ownership Information for this Address**

Property: Parcel Number - 5121-06-001-0320-901 Owner Name: DAVID WTESTCASE LexID: 2561089892 Owner Name 2: JANET TESTCASE LexID: 2561096692 Property Address: - 19 FOREST HILL, BEDROCK TX 77406-6453, HILDAGO COUNTY Owner Address: - 1027 JAMES LONG CT, RICHMOND TX 77406-6453, FORT BEND COUNTY Sale Date - 05/29/1995 Sale Drice - \$325,850 Subdivision Name - LONG MEADOW Total Market Value - \$447,230 Assessed Value - \$443,810 Land Value - \$89,250 Improvement Value - \$377,980 Land Size - 13,299 Square Feet Year Built - 2006 Seller Name: HOUSTON VILLAGE BUILDERS INC Legal Description - LONG MEADOW FARMS SEC 6, BLOCK 1, LOT 32 Loan Amount - \$245,000 Lender Name - CITIMORTGAGE Data Source - A

#### Previous And Non-Verified Address(es):

1118 MESSINA LN, RICHMOND TX 77469-1826, FORT BEND COUNTY ( 2014 - Jan 2015) Name Associated with Address: DAVID TESTCASE Current Residents at Address: STEVEN FRYER Property Ownership Information for this Address Property: Parcel Number - 6469-03-002-0010-901 Owner Name: STEVEN FRYER LexID: 8071868866 Property Address - 1118 MESSINA LN, RICHMOND TX 77469-1826, FORT BEND COUNTY Owner Address: 1118 MESSINA LN, RICHMOND TX 77469-1826, FORT BEND COUNTY Sale Date - 04/15/2014 Seller Name: PULTE HOME OF TEXAS LP Loan Amount - \$149,168 Loan Type - NEW CONVENTIONAL Data Source - B

#### Possible Criminal Records:

#### 🙆 Sexual Offenses: 🕮

[None Found]

1

#### 📰 Driver's License Information: 🕮

Name: JANET L TESTCASE LexID: 80718688 DL Number: xxxxxxxx State: Texas License Address: 19 FOREST DR, BEDROCK TX 77469-1826, FORT BEND COUNTY DOB: 10/05/1962 Potential SSN : 123-45-xxxx Issue Date: 05/09/2014 Data Source: Governmental

#### 🚔 Motor Vehicles Registered To Subject: 🕮

#### Vehicle:

Description: Gray Silver 2006 Toyota Camry - Sedan 4 Door VIN: 4T1BE30K26U67 State Of Origin: TEXAS Engine: 4 Cylinder 144 Cubic Inch Anti Lock Brakes: 4 wheel standard Air Conditioning: Standard Daytime Running Lights: Standard Power Steering: Standard Power Steering: Standard Power Windows: Standard Power Windows:

Registrant(s)

Record Type: CURRENT Name: JANET L TESTCASE LexID: 8071868866 Potential SSN : 123-45-xxxx Address: 19 FOREST HILL, BEDROCK TX 77469-1826, FORT BEND COUNTY DOB: 10/05/1962 Sex: FEMALE

Tag Number: BD9B1 License State: TX Earliest Registration Date: 10/1/2014 Latest Registration Date: 10/1/2014 Expiration Date: 9/30/2015 License Plate Type: Private

Concealed Weapons Permit:

DEA Controlled Substances:

#### Professional License(s):

👹 Watercraft: 🕮

[None Found]

#### 👋 Bankruptcies: 🕮

[None Found]

#### 👍 Liens and Judgments: 🕮

[None Found]

#### 🅀 UCC Filings: 🕮 [None Found]

#### A Possible Properties Owned by Subject:

Property: Parcel Number - 6469-03-002-0010-901 Owner Name: JANET L TESTCASE LexID: 8071868866 Property Address - 19 FOREST DR, BEDROCK TX 77469-1826, HIDALGO COUNTY

Sale Date - 04/15/2014 Seller Name: PULTE HOME OF TEXAS LP Loan Amount - \$149,168 Loan Type - NEW CONVENTIONAL Data Source - B

#### Possible Associates: 🕮

NONE FOUND

#### Disclaimer

This report is furnished to you pursuant to the Agreement for Service between the parties and in compliance with the Fair Credit Reporting Act. This report is furnished based upon your certification that you have a permissible purpose to obtain the report. The information contained herein was obtained in good faith from sources deemed reliable, but the completeness or accuracy is not guaranteed.

\*\*\* End Of Report \*\*\*

## **SECTION SEVEN**

SAMPLE DISC MANAGEMENT REPORT



Partnering with Local Governments to Recruit, Assess and Develop Innovative, Collaborative, Authentic Leaders

## Palm Coast, Florida

City Manager Search Overview May 29, 2018



## SGR Background

- SGR exists to help local governments be more successful by Recruiting, Assessing, and Developing Innovative, Collaborative Authentic Leaders.
- Founded in 1999 with the mission to facilitate innovative leadership in local government. In today's world of limited resources, local governments must innovate to survive, and SGR has been and continues to be a leader in spurring innovation in local government.
- Our Core Values are Integrity, Philanthropy, Continuous Improvement, Flexibility, The Golden Rule, Collaboration, and Protecting Relationships.
- We are a <u>full service firm</u>, specializing in executive recruitment, live training, online training, leadership development, interim management, assessments, strategic visioning, management consulting, and other services designed to promote innovation in local governments.

## Meet the Team – Doug Thomas



- 35 years in municipal management, serving as City Manager for the City of Lakeland, Florida, for 12 years, where he has vast experience working with state and local government leaders, implementing creative public-private partnerships, including with professional sports organizations, and a track record of successful economic development initiatives. Prior to Lakeland, served as City Manager for the City of Alma, Michigan for 15 years, and Assistant City Manager for the City of Grand Haven Michigan. He also served the Maryland cities of Rockville, and Landover Hills.
- Joined SGR in 2015 to serve as their first Regional Director to serve both Florida and the southeast, and subsequently as Senior Vice President serving clients nationwide, focusing on executive recruitment, leadership development, and training for local governments.
- Master's of Public Administration from the American University, Washington, D.C. with a concentration in Urban Affairs, and a Bachelor of Arts in Political Science & History from Bowling Green State University.

## Meet the Team – Ron Holifield



- Ron Holifield is the Founder and CEO of SGR. He previously served as Assistant City Manager in Plano, Texas as well as City Manager in Garland, DeSoto, Farmersville and Sundown, and on the City Manager's staff in Lubbock.
- In 1996, he left city management and purchased Government Relations Specialists which he grew into the 49th largest lobby firm in Texas, before selling it to an employee. In 1999, Ron founded Strategic Government Resources to specialize in facilitating collaboration among local governments, with a particular emphasis in employee training and development of next generation leaders.
- He has grown SGR into the largest private sector training company that specializes in leadership, management and customer service for local governments in the nation. He is a frequent speaker at state and national conferences and remains high profile in the city management profession.
- Ron holds a Bachelor of Arts in Government from Abilene Christian University and a Master's in Public Administration from Texas Tech University.

## SGR's 5 Keys to a Successful Search

- 1. A comprehensive understanding the unique culture, needs and desires of the organization and community.
- 2. Dynamic state of the art talent marketing that reaches a national candidate pool in a way that engages and makes them interested in the opportunity.
- 3. Candidate vetting that prevents surprises, and ensures in-depth understanding of the position and organization.
- 4. Candidate understanding of the organization and community to minimize withdrawals late in the process to help ensure a successful conclusion.
- 5. A process that is smooth, seamless and user friendly for both candidates and the client.

## **5 Keys to a Successful Search**

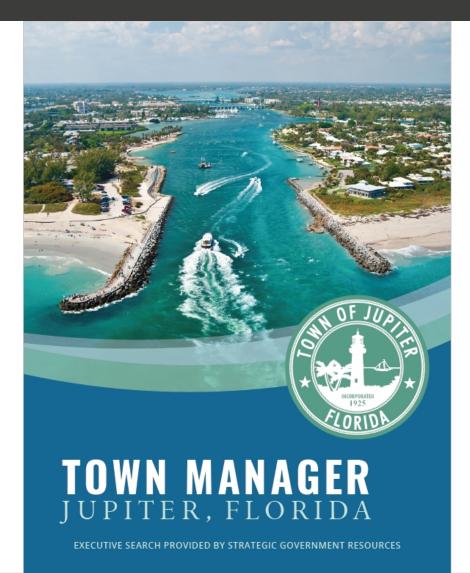
1. A comprehensive understanding the unique culture, needs and desires of the organization and community:

Qualifications and fit are two different things. The Recruiter has to understand **both** to find a great match. SGR does this by:

- Conducting one-on-one interviews with each of the elected officials, key staff and a diverse set of community stakeholders to develop the Position Profile.
- Spending time on the ground in the community.
- Reviewing comprehensive information requested from the City.
- Following Google alerts on the community during the course of the search process and providing weekly updates of such to candidates.
- Ongoing and frequent communication with the City throughout the search.

## **5 Keys to a Successful Search**

- 2. Dynamic state of the art talent marketing that reaches a national candidate pool in a way that engages and makes them interested in the opportunity. SGR does this by:
  - Developing a high quality brochure to market the position using a professional writer and professional graphics designer.
  - Carefully crafted job advertisements designed to be engaging and appropriate for the particular venue.
  - Targeted job advertisements including SGR's website & job board, national & state associations, and local venues based on the specific position and desires of the City.
  - Direct outreach via phone and email to outstanding prospects who may not be looking for a job, but who based on our extensive knowledge of the market and from previous searches, are known to be outstanding candidates.
  - Comprehensive social media campaign designed by a social media marketing expert specifically tailored to leverage different venues, including maximizing their respective prime day of week and viewing times.



#### THE COMMUNITY



Picturesque Jupiter, Florida, is located in the northeast corner of Palm Beach County, between Miami and Orlando. The Town covers approximately 21 square miles and is easily accessible by major thoroughfares, including Interstate 95, State Road A1A, and US Highway 1. Pristime beaches, unmatched recreational offerings, stunning scenic vistas, a high quality of life, and access to world-class amenities are just a few of the reasons roughly 60,000 people are proud to call Jupiter home.

The Town of Jupiter has come a long way from its early days as a pioneer village for fishermen and animal trappers during the turn of the 20th century. The Town was incorporated on February 9, 1925 and became a bedroom community in the post-World War II era. Now one of the most desirable places to live in the state, the Town of Jupiter has experienced tremendous change and growth.

A coastal community that celebrates its history and heritage, Jupiter maintains a small-town feel

and sense of community that is unique in South Florida. By keeping a watchful eye on development and managing growth, Jupiter has successfully avoided many of the challenges facing South Florida communities today. Residential and economic growth—such as that fueled by the life sciences industry—provides new opportunities that are a good match for Jupiter's character and sense of place. The Town is part of the Florida Life Science Corridor with both Scripps Florida Institute and the Max Planck Florida Institute located in Jupiter. Other major area employers include Jupiter Medical Center, G4S Wackenhut, and Florida Atlantic University.

Jupiter offers a variety of cultural and historical attractions, world-class bird watching, wildlife education, and 3.4 miles of tranquil beaches with crystal clear water, including one of the few "dog-friendly" beaches in South Florida. The Town is an ecotourism destination, with diverse saltwater and freshwater ecosystems, premier off-shore reefs, and scenic nature trails all within a few miles of each other.

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Partnering with Local Governments to Recruit, Assess and Develop Innovative, Collaborative, Authentic Leaders

#### THE COMMUNITY CONTINUED

The historic Jupiter Inlet Lighthouse is one of Jupiter's most striking features. The red-brick lighthouse stands 105 feet into the sky, atop a 46-foot hill overlooking Jupiter Inlet and provides stunning views of the coastline. Back on the ground, Riverbend Park offers a unique outdoor experience, and the native habitats of the 40-mile Jupiter Waterway Trail offer endless opportunities for exploration. After a day spent exploring the outdoors, enjoy sidewalk dining, weekly events, and live concerts at Abacoa Town Center and Harbourside Place or catch Broadway shows on their national tour and works from new playwrights at the Maltz Jupiter Theater.

Jupiter is served by the School District of Palm Beach County, the eleventh largest district in the nation and the fifth largest in the state of Florida. The District is made up of 187 schools and serves more than 188,000 students who speak 152 languages and dialects. Considered the top-performing urban school district in the state, the School District of Palm Beach County has been praised for its quality academic programs, with several schools recognized as the "Best High Schools in America" by Newsweek. The District offers a variety of special athletic and cultural programs, with medical and environmental programs available at the high school level. There are also several private schools in the area, including Turtle River Montessori, Jupiter Christian School, and All Saints Catholic School. For those seeking higher education, Florida Atlantic University has a campus in Jupiter, and Palm Beach State College has a campus in nearby Palm Beach Gardens.

Jupiter has a median household income of \$70,240 and an average home value of \$450,000.

### UNIQUELY JUPITER



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#### GOVERNANCE AND ORGANIZATION

The Town of Jupiter operates under the council-manager form of government, which combines the strong leadership of elected officials with the strong managerial experience of an appointed municipal government manager. The Mayor and Council members are elected to represent the citizens of the community and to develop policy that is responsive to community needs and wants. The Council is composed of five members, including the Mayor, two members representing the First District, and two members representing the Second District, who serve three-year terms. The Town Council is the community's legislative body and approves the budget, determines the tax rate, and approves local ordinances. The Council also develops the Town's strategic vision and goals, focusing much of their attention on issues such as growth, land use, and capital improvements.

The Council appoints a professional manager to serve as the Town's chief administrative officer. The Town Manager prepares a recommended budget, recruits, hires, and manages the municipal government staff, and advises the Council. The Assistant Town Manager reports directly to the Town Manager and acts in the capacity of Chief Operating Officer, helping the Town Manager to manage many of the organization's departments and day-to-day operations.

The Town provides a full array of municipal services including Police, Code Compliance, Community Relations, Finance, Human Resources, Information Systems, Clerk, Engineering, Parks and Public Works, Utilities (Water and Stormwater), Building, Business Development, Planning and Zoning, Recreation, Neighborhood Services, and the Community Redevelopment Agency. Services are provided by approximately 376 full-time employees, with Police Department sergeants and patrol officers represented through a collective bargaining agreement with the Palm Beach County Police Benevolent Association.

Jupiter's FY 2017 Adopted Annual Operating Budget is \$89.9 million, including a General Fund of \$46.5 million. The Town levies an Operating Millage of 2.0938, Capital (CIP) Millage of 0.3695, and Debt Millage of 0.2330, for a Total Millage Rate of 2.6963 for FY 2017. The Total Town Taxable base is approximately \$10 billion. Jupiter enjoys strong bond ratings of AAA/AAA by Standard & Poors and AA1/AAA by Moody's.

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#### VISION:

Jupiter is a distinctive coastal community committed to preserving its unique character and history and vibrant small town feel.

#### MISSION:

We provide exceptional municipal services that add value to residents' lives and businesses while assuring a long-term, sustainable community.



General Fund Water Stormwater Building Debt- Capital Improvements Community Investment Program Debt- Community Center/ Open Space

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In implementing its Strategic Plan, the Town strives to achieve the following Strategic Results:

#### FISCAL RESPONSIBILITY

Prepare and manage budget; maintain fiduciary responsibility.

#### UNIQUE, SMALL TOWN FEEL

Maintain and enhance our vibrant small town feel by leveraging the unique combination of community, cultural and recreational assets that make Jupiter a special place to live and work.

#### ORGANIZATIONAL EXCELLENCE

Organizational governance; internal support and services.

#### TOWN COMMUNICATION

Support and enhance open 2-way communication between the Town and its residents and businesses.

#### STRONG LOCAL ECONOMY

Support local businesses; create a businessfriendly environment.

#### MOBILITY

Improved mobility for all modes of transit.

SAFETY

Keep citizens and businesses safe.

#### GREEN, BLUE AND OPEN SPACES

Continue beautification and natural areas; green spaces, parks, beaches, and landscaping.

#### MANAGE GROWTH

Plan for and manage growth, development, and redevelopment to maintain Jupiter's small town feel and its integrity as a distinctive, vibrant coastal community.



#### COMMUNITY CHALLENGES AND OPPORTUNITIES



The new Town Manager will be tasked with addressing several challenges the Town is currently facing and implementing short and long-term strategic initiatives to improve livability and ensure sustainable growth and development:

- Balance the need for sustainable, measured growth while maintaining the "small town" feel of Jupiter.
- Address growing traffic concerns, with a focus on multi-modal transportation.
- Support the growing historic preservation and conservation movement in the community.
- Focus on redevelopment, with strategic use of incentives to encourage targeted development. Special attention will be required in the redevelopment of the historic "Inlet" area.
- Assist in the creation of a unified vision for Jupiter with the Mayor and Council, staff, and community.
- Maintain the high quality of life by focusing resources on development that fits into community goals.
- The Jupiter Police Department has an outstanding reputation both with citizens and within the law enforcement community. The Department plays a vital role in ensuring the high safety standards and excellent

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- service residents of Jupiter expect. The next Town Manager will work closely with the Department to maintain community safety standards and develop services that utilize cutting edge, modern policing techniques and technology.
- Ensure taxpayer value and financial sustainability.
- Engage the municipal workforce and the community.
- Grow ecotourism opportunities.
- Develop a sound succession plan and promotional opportunities by enhancing interdepartmental communication and collaboration and providing employee appreciation and recognition programs. Development of implementation strategy of recent employee municipal employee pay study in light of South Florida's continuing economic recovery from recession.
- Review current permitting practices with an eye towards developing a more "business friendly" permitting environment.

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### **COMMUNITY CHALLENGES** AND OPPORTUNITIES



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6 TOWN OF JUPITER, FLORIDA: TOWN MANAGER

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#### IDEAL **CANDIDATE**

The Town seeks an energetic, transformative, and visionary leader to serve as its next Town Manager. The ideal candidate will be a "people" person who is accessible to both the community and staff. The new Town Manager should have a collaborative management style and should empower and mentor staff. A willingness to take calculated risks and pursue "out of the box" strategies to advance both the organization and community is strongly desired, as well as demonstrated project management skills.

The selected candidate will be a dynamic, entrepreneurial, and forward-thinking individual who is action-oriented and possesses the ability to work constructively with the Town Council. The desired candidate should excel in helping a diverse governing body achieve consensus on community-wide initiatives and projects. The new Town Manager will help the Town Council, organization, and community at large implement a cohesive strategic plan, leveraging assistance and support from a variety of engaged stakeholders and organizations.

The selected individual will be expected to be highly visible in the community, must be passionate about public service, and be highly invested in the Town of Jupiter. Honesty and integrity are required traits, as well as a high level of transparency in Town affairs with the community. An excellent communicator, the Town Manager must have the ability to effectively and patiently work with a diverse set of stakeholders that are engaged in community affairs. The desired candidate will be skilled in developing excellent intergovernmental relationships with regional partners. A leader with an anticipatory, proactive management style and the ability to address sensitive issues with tact and diplomacy is desired.

The selected individual should be fiscally conservative, with a sound business acumen. Experience in street and utility capital improvements and financing strategies is a plus. The Town seeks a candidate who has experience with dedicated Open Space programs and with creative workforce housing programs. The successful candidate will need to have a demonstrated track record of progressive collective bargaining experience.

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### **Position Profile**

### EDUCATION AND EXPERIENCE

The selected candidate must hold a master's degree in public administration or a closely related field and must have a minimum of ten years of progressively responsible experience in the management of municipal operations, including a demonstrated record of effective staff management, strong management of budgetary and financial matters, strong community relations, and experience in working with a governing body or board. Any equivalent combination of experience and training which provides the knowledge, skills, and abilities necessary to perform the work will be considered. The selected candidate must reside within the Jupiter town limits or have the ability to establish residence within reasonable period of time subject to negotiations following appointment.



### COMPENSATION AND BENEFITS

The Town of Jupiter offers a competitive salary commensurate with qualifications and experience. The Town participates in the Florida Retirement System, with an employee contribution rate of 3% and an employer contribution rate of 21.77%, with several deferred compensation options available. The Town offers a variety of paid insurance, a vehicle allowance, and a generous leave package.

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### APPLICATION PROCESS

Please apply online at: http://bit.ly/SGRCurrentSearches

Pursuant to the Florida Public Records Act, all applications are subject to public disclosure upon receipt.

For more information on this position contact:

Doug Thomas, Senior Vice President Strategic Government Resources DouglasThomas@GovernmentResource.com 863-860-9314

This position is open until filled. To view the status of this position, please visit: http://bit.ly/SGRCurrentSearches

The Town of Jupiter is an Equal Opportunity Employer and values diversity in its workforce. Applicants selected as finalists for this position will be subject to a comprehensive background check.

### RESOURCES

Town of Jupiter www.jupiter.fl.us Palm Beach North Chamber www.PBNChamber.com Economic Council of Palm Beach County, Inc.

Visit Florida www.visitflorida.com/en-u cities/jupiter.html Palm Beach Co. Business Development Board www.bdb.org

www.economico Follow Us

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# The Importance of Social Media Marketing

#### The use of social media for recruitment has grown 54% in the past 5 years. 75% of the fully employed 73% **79**% workforce consider themselves as of organizations of job seekers use social feel they have passive candidates. media in their hired successfully using social media. job search. 43% 82% of organizations 84% use social media to of organizations of organizations believe are currently candidate quality has reach passive recruiting on improved with the use of social media in recruiting. social media. candidates. SGR LinkedIn SGR Weekly IO in IO E-Newsletter SGR Instagram strategicgovt Polewing . The Unexpected Management Genius of Mark Zuckerberg advocates thinking SGR about every problem as a system and breaking the problem down from its' biggest stages into small pieces that can be solved more easily. Strategic Soverment Resources The City of Amarillo is positing a City Manager who will be assertive forthright, and skilled at tringing forward all perspectives and facilitating consensus. Learn more and apply lodies: Mig./low/y/YEs CONTRACTOR OF A DECISION OF A DECISIONO 20. Executive Searches 59. anuty - SOR exists to help local governments be more suscessful City Manager by Recruiting, Assessing, and Developing Innovative, Collaborative, Authentic Leaders, In pitter words, we're PADICAU Toresight is the load that the Salar Re ender has Once leaders lose thi man Resources Director ad and events start to force the araldings are leadered **City Manager** Like (5) · Comment · Share · Sides ago & Marty Wieder, AICP, Scott Tachithert and Tony Aaron MFR



by Repulting, Assessing, and Developing Innovative, Collaborative, Authentic Leaders. In other words, we're PADICAL! ADMINISTRATOR

Strategic Government Resources SGR partners with local governments to Recruit, Assess & Develop Innovative, Collaborative, Authoritic Leaden, Ring: the Movement wordsross cars GevenmentResource.com







Publishing Tools

hed by Hootsuite (?) · December 4 at 12:30pm ·

The City of Chandier seeks an experienced, greative, and gollaborative local

government professional to be the next Assistant City Manager. Learn more

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#### SGR Pinterest





related to lobby initiatives and member services/relations. The ideal candidate will have substantive knowledge about. and direct experience in, local government and intergovernmental relations, preferably in Oklahoma Share this Job Learn More Apply Today

View all of SGR's current and upcoming searches.

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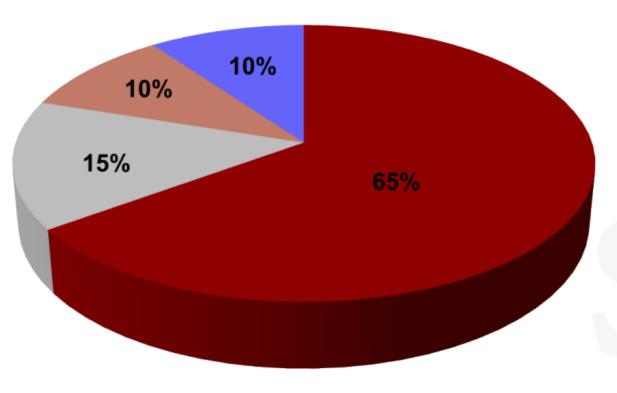
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## Social Media Video Example – Clark County, WA



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## SGR's Typical Source of Semifinalists



 Direct Outreach by SGR (Website, 10 in 10, Social Media, Email, Personal Contact)

 National Trade Advertisements & Websites

State Trade Advertisements & Websites

 All Other Sources (City Website, Personal Contact by Colleagues, etc.)

Partnering with Local Governments to Recruit, Assess and Develop Innovative, Collaborative, Authentic Leaders

- 3. Candidate vetting that prevents surprises, and ensures in-depth understanding:
  - > Initial screening questionnaire when cover letter and resume are submitted.
  - Technical review of resumes by both the Recruiter and a Search Coordinator for different perspectives.
  - Cross communication between Recruiters about candidates who have been in previous searches for greater understanding of background and skills.
  - Comprehensive questionnaires to gain different insights than typically available on a resume.
  - Online recorded video interviews to provide deeper insights on communication styles and how candidates approach particular issues.
  - Comprehensive media searches that include all five major search engines, local newspapers in every community the candidate has worked, local blogs, and other social media sites.

- 3. Candidate vetting that both prevents surprises and ensures in-depth understanding (Cont.):
  - Psychometric DiSC Assessments.
  - Comprehensive legal/civil/criminal background checks by a licensed private investigation firm.
  - > Proprietary *First Year Game Plan* exercise.
  - 20-25 phone/email interactions with candidates by the time they are Finalists providing normative insights.
  - Carefully designed and facilitated behavioral interview processes, including recommendations for interview questions, staff engagement, assessment exercises, community engagement, social events, community tours, and related strategies for gaining feedback from those events.

- 4. Candidate understanding of the organization and community to prevent withdrawals late in the process to help ensure a successful conclusion:
  - Because your search will be led by a former City Manager, candidates know that we have asked the questions of you that they would want answered, giving them confidence that we really understand you, and can convey meaningful understanding of the Council, the community, and the organization.
  - Each Friday, SGR provides a variety of news clippings on the community and the organization to better educate the candidates as the process unfolds. This approach also prompts ongoing interaction between the Recruiter and the candidates, providing normative insights into the candidate and how they think about and respond to various issues.

- 5. A process that is smooth, seamless and user friendly for both candidates and the client:
  - No billing surprises <u>Not To Exceed</u> pricing of \$18,500 for Professional Fees and \$9,500 for Expenses for Proposed Comprehensive Executive Search Process.
  - One of our Core Values is Continuous Improvement, and SGR constantly seeks feedback from clients and candidates to evaluate our processes, and refine them to achieve the best possible experience by all parties.

## **Project Methodology**

### Typical Search Timeline: 12 Weeks Following Approval of Position Profile Brochure

#### Project Methodology

SGR provides a comprehensive scope of executive recruitment services, and each executive recruitment service contract is tailored to meet the client's specific needs. However, a full service recruitment typically entails the following:

#### 1. Organizational Inquiry and Analysis

- Outline Project Plan and Timeline
- Individual Interviews with Search Committee/ Key Personnel/ Community Leaders (if desired)
- Development of Position Profile and Professional Production of Brochure

#### 2. Advertising and Recruitment

- Ad Placement
- Social Media and Marketing of Position
- Ongoing Communication with Applicants and Prospects

#### 3. Initial Screening and Review

- Management of Applications
- Evaluation and Triage of Resumes
- Search Committee Briefing to Facilitate Selection of Semifinalists

#### 4. Evaluation of Semifinalist Candidates

- Personal Interaction with Semifinalist Candidates
- Written Questionnaire
- Recorded Online Interviews
- Media Search Stage 1
- Semifinalist Briefing Books
- Search Committee Briefing to Select Finalists

#### 5. Evaluation of Finalist Candidates

- Comprehensive Media Search Stage 2
- Comprehensive Background Investigation Report
- DiSC Management Assessment
- Finalist Briefing Books
- Press Release (if desired)
- Stakeholder Engagement (if desired)

#### 6. Interview Process

- First Year Game Plan (if desired)
- Conduct Interviews
- Deliberations
- Reference Checks
- 7. Negotiations and Hiring Process
  - Determine the Terms of an Offer
  - Negotiate Terms and Conditions of Employment
  - Transition Strategy
- 8. Post-Hire Team Building Workshop (supplemental service, if desired)
  - . I-OPT Team Building Workshop

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# **Creative Approaches to Candidate Selection**

- Assisted the City of Midland, MI to undertake on-line community survey for feedback on desired attributes of successor City Manager
- Extensive community outreach with stakeholders (including homeless individuals) for Eugene, OR Police Chief recruitment
- Successful assistance to Clarksville, IN and Williston, ND in the recruitment for their first Professional Manager/Administrator posts, requiring comprehensive outreach/clarification of new position's responsibilities with governing body, staff, local media, and community stakeholders
- Specially tailored Finalist assessment exercises for recruitments in Georgetown, TX, Four Corners EDC, (Farmington, NM), Paducah, KY, and Rockwall EDC, (Rockwall, TX)
- Creative organization outreach to solicit input for candidate searches with the Town of Jupiter, FL, Fort Lauderdale, FL, and the City of Lebanon, MO
- In response to extremely diverse organizational environment, conducted IOPT workshops for entire Fort Lauderdale, FL Public Works-Engineering Division to improve communications, followed by APWD-Engineering Finalists taking IOPT Assessments to compare their respective communication styles vis-à-vis Engineering Division employee profiles

# SGR's National Footprint for Recruitment Services

### Searches Performed by SGR

### **Recent SGR Florida Searches**

- Tamarac
- Deland
- ✓ Jupiter
- ✓ Plant City
- ✓ Fort Lauderdale
- ✓ Winter Haven
- ✓ Fernandina Beach
- ✓ Green Cove Springs



## What Makes SGR Different?

### SGR is a recognized thought leader in local government management nationwide, as opposed to firms that specialize solely in recruitment services:

- SGR's CEO Ron Holifield speaks at one State or National local government conference approximately every 3 weeks.
- Because we are a full service consulting firm, we are actively engaged in local government operations, issues, and Best Management Practices, as opposed to firms that solely perform recruitment services.
- SGR has over 61,000 email subscribers, including private sector leaders who regularly work with local governments, to the weekly "10 in 10 Update on Leadership and Innovation" e-newsletter, which will feature the position opportunity.
- SGR will also send emails to our database of over 4,000 City/County/Town Management officials, and other targeted professionals.
- It is easy for any Recruiter to get a stack of qualified resumes the hard part is finding a highly qualified candidate who is also the right match for you. They need to "click" with the Mayor & Council, the organization, and the community - if you miss on any one of those three, they will not thrive. Our focus is on fit, which is why our success rate is so strong!

# Why SGR?

- National Research Center, Inc. recently conducted a blind survey of City Management professionals on behalf of SGR with invitations emailed to close to 4,000 City Management professionals asking them to complete a survey to evaluate 14 national & regional public management search firms.
- > SGR received the highest overall rating and the highest ratings for each specific measure of quality.
- SGR was rated between good and excellent for each item; where most other firms were rated between fair and good.
- Some Notable SGR Highest Ratings:
  - ✓ Level of understanding of City Management
  - Level of real world understanding of your profession
  - Networking and engaging leading edge thinkers in city government
  - Reputation for providing innovative services/solutions
  - Prompt, ongoing communications and honest interactions with candidates
  - High quality and thorough vetting and background check processes
  - Reputation among young professionals and rising professionals as supportive of the next generation of leaders in city government
  - Reaching out to candidates from diverse backgrounds to ensure inclusiveness in hiring



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# Thank You For Considering SGR For Your Recruitment Needs!



WWW.GOVERNMENTRESOURCE.COM

#### MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this <u>13</u> day of <u>June</u>, 2018 ("Effective Date"), between STRATEGIC GOVERNMENT RESOURCES, INC. whose primary place of business is 1117 Bourland Road Keller, Texas 76248 and whose mailing address is P.O. Box 1642 Keller, Texas 76244-1642 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

#### WITNESSETH:

WHEREAS, CITY desires to procure Executive Search Firm services from a competent and qualified supplier and has conducted a formal Request for Solutions RFS-ADM-18-25 (RFS) requesting proposals for the services; and

**WHEREAS,** SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFS and desires to render said services to CITY at the firm prices established herein and in accordance with the terms and conditions stated herein;

**NOW, THEREFORE,** in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

#### 1. SUPPLY OF SERVICES:

- A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided. Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.
- B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature
- **C. Schedule/Delivery**. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

- D. Change Orders. No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.
- E. Supplier Designated Representative/Key Personnel. SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.
- F. Replacement of SUPPLIER Personnel. CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.
- **G. CITY Premises**. At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.
- H. Ownership of Deliverables. All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.
- I. Acceptance Criteria. For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

#### 2. COMPENSATION:

A. Costs and Expenses. Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

- B. Invoicing. Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.
- **C. Payment Terms**. The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.
- **D.** Financial Reconciliation. At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

#### 3. TERM AND TERMINATION:

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of one year. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

#### B. Termination By CITY.

- i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.
- ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:
  - 1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or

2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or

3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or

4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

- iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.
- iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.
- **C. Termination By SUPPLIER**. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.
- **D.** Cooperation. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.
- E. Survivability. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

#### 4. REPRESENTATIONS AND WARRANTIES.

#### A. SUPPLIER represents and warrants the following:

- i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.
- ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.
- iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.
- iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.
- v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.
- vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.
- B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

**C.** The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

#### 5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

- A. Indemnification. SUPPLIER shall indemnify, hold harmless and defend CITY: (1) from and against any and all claims, damages, losses, or expenses, including but not limited to, attorney's fees, arising out of or resulting from the performance or provision for services required under this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of SUPPLIER, its agents, servants, officers, officials, employees, or subcontractors. CITY reserves its rights to be represented in any such action by its own counsel at its own expense. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein. In addition, in claims against any person or entity indemnified under this Section by an employee of SUPPLIER or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for SUPPLIER or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts. This indemnification provision shall survive any termination or expiration of this Agreement.
- **B.** Sovereign Immunity. CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.
- **C. Insurance**. SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.

#### 6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

- A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.
- **B.** SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.
- **C.** In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.
- 7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.
- 8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- 9. AUTHORIZED REPRESENTATIVE. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all

obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

- **10. CHOICE OF LAW/JURISDICTION.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, Fl., if in federal court.
- **11. COMPLIANCE WITH LAWS.** SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:
- A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.
- **B.** Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.
- **C. Immigration**. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

#### D. Conflict of Interest.

- i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.
- ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
- iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.
- iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.
- 12. CONTRACT DOCUMENTS. The RFS and all submissions prepared by SUPPLIER in response to the RFS are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.
- **13. ENFORCEABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

- 14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.
- 15. EXCLUSIVITY. The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.
- 16. INDEPENDENT CONTRACTOR. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.
- **17. INTERPRETATION.** This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.
- 18. MOST FAVORED CUSTOMER. SUPPLIER warrants and represents that all terms, including prices, charges, benefits and warranties, in this Agreement are at least as or more favorable than any terms that SUPPLIER has offered to any other person or entity, for the types of Services covered by this Agreement. If at any time during this Agreement SUPPLIER shall offer any other person or entity terms more favorable, SUPPLIER shall promptly notify CITY of such more favorable terms, and if such more favorable terms were offered by SUPPLIER to another person or entity CITY shall immediately receive the benefit of the more favorable terms for the remainder of this Agreement, including any renewals thereof, as well as retroactively to the effective date such more favorable terms were offered by SUPPLIER. Upon CITY'S request, SUPPLIER shall advise CITY in writing, executed by an officer of SUPPLIER, that this section has not been contradicted by SUPPLIER since the later of (i) the Effective Date of this Agreement or (ii) the date of the most recent notice provided by SUPPLIER pursuant to this section.
- **19. NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:	FOR SUPPLIER:
The City Manager	Charles Sparks, COO
City of Palm Coast	Strategic Government Resources, Inc.
160 Lake Avenue	P.O. Box 1642
Palm Coast, Florida 32164	Keller, Texas 76244

**20. ORDER OF PRECEDENCE.** In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

#### 21. PUBLIC RECORDS LAW.

- A. The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:
  - i. Keep and maintain all public records required by CITY to perform the Services herein; and
  - ii. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
  - iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.
- B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.
- c. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, vsmith@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.
- 22. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.
- 23. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.
- 24. WAIVER. The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

#### **CITY OF PALM COAST**

DocuSigned by: <u> Iim</u> lan By:

Print: Jim Landon

Title: City Manager

Date: \_\_\_\_\_13, \_2018 | 4:50 PM EDT

lon

STRATEGIC GOVERNMENT RESOURCES, INC.

DocuSigned by: ik Sparks By:

(Authonized @onperate Officer) Print Name: Chuck Sparks

Title: Chief Operating Officer

Date: \_\_\_\_\_12, 2018 | 6:56 PM EDT

Exhibits

A - Work Order Template Form

**B** - Insurance Requirements

9

DocuSign Envelope ID: AD98B9AC-371C-4DFA-9FAA-4C75088CB6CA

WORK ORDER # \_\_\_\_\_

PO #: \_\_\_\_\_



DATE: \_\_\_/\_\_/<u>20</u>\_\_\_

Project Manager's Initials \_\_\_\_\_

	SUPPLIER INFORMATION		BID DETAILS
Name		Project Title	
Street		Bid #	
City, State, Zip		City Council Approval date	

#### TOTAL COST: \$\_

(must equal amount of Purchase Order)

1. <u>INCORPORATION BY REFERENCE</u> The provisions of the agreement dated \_\_\_\_\_\_, ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.

2.	METHOD OF COMPENSATION (chose one):	FIXED FE	E NOT TO EXCEED*
Fixe	d - Amount Proposed is set amount for services – will not change re	gardless of time.	Not to exceed -: Spend over time shall not exceed Total
Cost	without approved change order		

*lf	"NOT TO EXCEED", then TOTAL COST is (chose one):UNIT BASEDPERCENT OF FIXED FEE%
3.	PRICING (chose one): ATTACHED INCLUDED IN CONTRACT
4.	SCHEDULE (chose one): AS NEEDED BASIS SHALL BE COMPLETED BY/20
5.	DESCRIPTION OF SERVICES (chose one): ATTACHED INCLUDED IN CONTRACT
6.	OTHER ATTACHMENTS TO THIS WORK ORDER:NoYes If yes, identify below:

- 7. <u>TIME IS OF THE ESSENCE</u>: 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. <u>CONFLICT</u>. 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	CITY APPROVAL
Ву:	Ву:
Print:	Print Name:
Title:	Title: Assistant City Manager or Designee
Date:	Date:

#### EXHIBIT B Insurance Requirements

#### 1. GENERAL.

- 1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.
- **1.2.** Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.
- **1.3.** SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- **1.4.** Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsibility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.
- **1.5.** It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.
- **1.6.** Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.
- **1.7.** Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

#### 2. INSURANCE COMPANY REQUIREMENTS.

- **2.1.** SUPPLIER shall obtain or possess and continously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.
- **2.2.** If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.
- **3. COVERAGE.** Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

#### 3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

#### B. Employers Liability Coverage

	0
\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Each Employee)
\$500,000.00	(Disease-Policy Limit)

#### 3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

LIMITS	5						
General Aggregate (per project) greater)	\$2,000,000.00	or	2x	Per	Occurrence	(whichever	is
Personal & Advertising Injury Limit	\$1,000,000.00						
Each Occurrence Limit	\$1,000,000.00						
	( · ·						

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

#### 3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

LIMITS Each Occurrence Bodily Injury and \$1,000,000.00 Property Damage Liability Combined

**3.4. Professional Liability:** SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

WOR	K ORDER #	1
PO #:		



DATE. 6

/ <sub>/20</sub> 18

**Project Manager's Initials** 

A OKALIS					
SUPPLIER INFORMATION BID DETAILS					
Name	Strategic Government Resources, Inc	nc Project Title Executive Search Firr			
Street	P.O. Box 1642	Bid #	RFS-ADM-18-25		
City, State, Zip	Keller, TX 76244-1642	City Council Approval date	6/5/18		

TOTAL COST: \$\_\_\_\_\_

(must equal amount of Purchase Order)

- 1. <u>INCORPORATION BY REFERENCE</u> The provisions of the agreement dated <u>June</u> <u>13</u>, <u>2018</u> ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
- 2. <u>METHOD OF COMPENSATION</u> (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 OPERCENT OF FIXED FEE % **(**•) ATTACHED INCLUDED IN CONTRACT PRICING (chose one): 3. • SHALL BE COMPLETED BY - TB, D /20 18 SCHEDULE (chose one): AS NEEDED BASIS 4. DESCRIPTION OF SERVICES (chose one): ATTACHED (•) INCLUDED IN CONTRACT 5. OTHER ATTACHMENTS TO THIS WORK ORDER: \_ No Yes If ves. identify below: 6.

Pricing is set forth in Supplier's response to RFS. Description of Services is set forth in RFS documents and Supplier's response. Both are incorporated into the Master Services Agreement. Timing/ project schedule to be mutually agreed upon by the parties.

- 7. <u>TIME IS OF THE ESSENCE</u>: 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. <u>CONFLICT</u>. 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	CITY APPROVAL
By: <u>Luuk Sparks</u> Print: <u>Chuck Sparks</u>	By: Print Name:
Title: <u>Chief Operating Officer</u>	Title: Assistant City Manager or Designee
Date: Jun 12, 2018   6:56 PM EDT	Date:
cindyhanna@governmentresource.com	

### City of Palm Coast, Florida Agenda Item

Agenda Date : 10/02/2018

### Department

Item Key 4427

Amount Account #

Subject DISCUSSION- A CONTRACT WITH THE INTERIM CITY MANAGER, MR. FALGOUT

#### Background :

**UPDATE 10/1:** The City Attorney has completed his review and has made changes as shown through strikethrough and underlining in the revised attached draft.

**UPDATE 9/27:** CM Lyon met with Mr. Falgout and the draft contract is attached to this agenda with placeholders for key terms.

At the September 25, 2018 Workshop, Council directed CM Lyon to draft a contract with Mr. Falgout, Interim City Manager relating to the interim City Manager duties. Additional information will be supplied to Council as soon as possible in a final draft format upon CM Lyon's and Mr. Falgout's discussions/negotiations.

#### **Recommended Action :**

For Council consideration.

#### DRAFT VERSION SUBJECT TO NEGOTIATIONS AND CITY ATTORNEY COMMENTS

#### **CITY OF PALM COAST**

#### INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

**THIS AGREEMENT** is made and entered into this 2<sup>nd</sup> day of October, 2018, by and between the City of Palm Coast, a municipal corporation of the State of Florida, hereinafter called "CITY," and Beau Falgout, hereinafter called "EMPLOYEE."

#### WITNESSETH:

WHEREAS, the EMPLOYEE has served <u>and continues to serve</u> as the Assistant City Manager, Administrative Services & Economic Development Director, and the Interim Information Technology Director and has <del>worked been employed by for</del> the City of Palm Coast since 2007; and

WHEREAS, the City Manager position for the CITY became vacant on September 18, 2018; and

**WHEREAS,** the City Council of the City of Palm Coast has appointed the EMPLOYEE to act and perform the duties of the Interim City Manager effective September 18, 2018; and

**WHEREAS,** it is the desire of the CITY and the EMPLOYEE to enter into an Employment Agreement <u>("Agreement")</u> concerning compensation, benefits, terms and conditions of <u>her\_his\_employment</u> as the Interim City Manager for the period specified herein; and

**NOW, THEREFORE** in consideration of the premises and other mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**SECTION 1. RECITALS.** The above recitals are true and correct and constitute a part of this Agreement upon which the parties have relied.

#### SECTION 2. EMPLOYMENT AND DUTIES.

- (A) The CITY hereby employs the EMPLOYEE as the Interim City Manager and he hereby accepts employment as the Interim City Manager commencing on September 18, 2018.
- (B) The EMPLOYEE shall continue to serve as Interim City Manager until such time as a permanent City Manager is hired and commences his or her employment with the City<sub>7i</sub> or such time as either <u>he EMPLOYEE</u>, upon thirty (30) days written notice to the City Council, or the City Council shall deem appropriate. EMPLOYEE shall have the right to return to and resume his position as Assistant City Manager upon completion of his service as Interim City Manager.
- (C) The CITY hereby agrees to employ the EMPLOYEE as the Interim City Manager to perform the functions and duties specified in the City of Palm Coast Charter, <u>City Code of Ordinances</u>, applicable Florida law and sound and generally accepted practices relating to public administration, as well as to perform all other legally permissible and proper duties and functions as the City Council of the CITY may from time to time assign the EMPLOYEE. The EMPLOYEE agrees to fully and faithfully execute the duties and responsibilities of the office of City Manager of the City of Palm Coast under any and all applicable law.
- (D) EMPLOYEE acknowledges that his position as Interim City Manager is a temporary assignment and that the City Council is actively recruiting for the City Manager position. At such time as a permanent City Manager commences his or her employment or the City Council of the City of Palm Coast terminates the EMPLOYEE as Interim City

Manager, the EMPLOYEE shall be entitled to return to and resume his previous position as Assistant City Manager with all benefits available to all City employees, all <u>EMPLOYEE's accrued benefits and</u> leave balances-accrued, and his time of service earned shall not lapse during the temporary assignment. The EMPLOYEE'S salary for Assistant City Manager shall be returned to the last salary amount prior to appointment as Interim City Manager with any salary adjustments that would have been afforded to all City employees during the term of this Agreement, including starting salary adjustments and the average merit increase provided.

- (E) The EMPLOYEE agrees that he will devote all of his full working time to the performance of the duties required hereunder, and the EMPLOYEE agrees not to engage in any other employment. The provision shall not include occasional teaching, writing, or consulting on EMPLOYEE's time off subject to prior approval of the City Council of the City of Palm Coast and to the extent such does not conflict or interfere with EMPLOYEE'S duties hereunder.
- (F) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the CITY to terminate, at its will and without cause, the services of the EMPLOYEE as Interim City Manager, subject to EMPLOYEE's rights to continue as Assistant City Manager for the CITY. Similarly, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to resign, at any time, from his position as the Interim City Manager, subject to EMPLOYEE'S right to continue in his capacity as Assistant City Manager.

#### **SECTION 4. COMPENSATION AND BENEFITS.**

- (A) The CITY agrees to pay the EMPLOYEE for his services rendered pursuant to the terms and conditions of this Agreement, an annual salary of \$\_\_\_\_\_, payable in installments at the same time as other employees of the City are paid.
- (B) The position of Interim City Manager is an exempt position under state and federal wage and hour laws. The EMPLOYEE shall not receive overtime.
- (C) Except as otherwise provided in this Agreement, the EMPLOYEE shall receive and shall continue to receive all benefit levels presently provided as Assistant City Manager and/or available to department heads of the CITY as provided by the CITY's policies, Charter, ordinances, or personnel rules and regulations or other practices. Such benefits include but are not limited to, vacation, sick leave, holidays, bereavement leave, retirement, health insurance, dental insurance, long-term disability insurance, life insurance, and cell phone allowance. The EMPLOYEE's time of service previously earned shall not lapse and shall continue to be accrued during the temporary appointment as Interim City Manager for purposes of determining the level of benefits.
- (D) The CITY agrees to pay to the EMPLOYEE the sum of \$\_\_\_\_\_\_ per month as a vehicle allowance to reimburse the EMPLOYEE to purchase, lease, or own, operate and maintain a vehicle. The EMPLOYEE shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The CITY shall reimburse the EMPLOYEE at the IRS standard mileage rate for any business use of the vehicle beyond the greater Palm Coast area. For purposes of this Section, use of the car within the greater Palm Coast area is defined as travel to locations within one hundred (100) miles of 160 Lake Avenue, Palm Coast, FL.
- (E) The CITY agrees to make all required premium payments for the CITY'S Group Health Insurance Plan of his choosing for the EMPLOYEE, spouse, and dependents that is available to all employees.

**SECTION 5. PROFESSIONAL ASSOCIATION AND DEVELOPMENT.** The City hereby agrees to budget for and pay the travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings, conferences, training, seminars, and occasions consistent with the CITY's Travel Policy applicable to all City employees.

#### SECTION 6. INDEMNIFICATION AND BONDING.

- (A) The CITY shall defend, save harmless and indemnify the EMPLOYEE against any tort, professional liability claim or demand or other legal claim or action, whether groundless or otherwise arising out of an alleged act or omission occurring in or arising out of the good faith performance of the EMPLOYEE'S duties as Interim City Manager of the City of Palm Coast. However, this covenant shall not apply to acts outside the scope of EMPLOYEE'S employment or services. The CITY shall have the authority to compromise and settle any such claim or suit within the scope of EMPLOYEE'S employment and pay the amount of any settlement or judgement rendered thereon.
- (B) To the maximum extent permitted by law, the CITY and the EMPLOYEE shall rely upon the doctrine of sovereign immunity and the provisions of Section 786.28, *Florida Statutes*, and other applicable law.
- (C) The indemnification shall survive the termination of this Agreement.
- (D) The CITY shall bear the full cost of any fidelity or other bonds required by the EMPLOYEE under any law or ordinance.

#### SECTION 7. OTHER TERMS AND CONDITIONS

- (A) The City Council, in consultation with the EMPLOYEE, shall fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of the EMPLOYEE, provided such terms and conditions are not <u>in</u>consistent with or in conflict with the provisions of this Agreement and other applicable law.
- (B) Except as expressly provided herein, all provisions of law and rules and regulations of the CITY relating to vacation and sick leave, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended shall apply to the EMPLOYEE as they would to other employees of the CITY.

**SECTION 8. NO REDUCTION OF BENEFITS.** The CITY shall not at any time during the terms of his service as Interim City Manager reduce the salary, compensation, or other financial benefits of EMPLOYEE except to the degree of such reduction across-the-board for all employees of the CITY.

**SECTION 9. DEATH DURING EMPLOYMENT.** If EMPLOYEE dies during the term of this employment, the CITY shall pay to the estate of the EMPLOYEE the compensation which would otherwise be payable to the EMPLOYEE up to the end of the month in which his death occurs. In addition, the CITY shall pay to the estate of the EMPLOYEE, the sick and vacation leave accrued through the end of the month in which the EMPLOYEE dies.

#### SECTION 10. LEGAL REPRESENTATION.

- (A) The CITY agrees that it will, through the office of the City Attorney, provide EMPLOYEE with legal representation when EMPLOYEE is party to litigation based upon his position or employment with the City of Palm Coast, and in addition, litigation based upon alleged acts or omissions arising out of or in the course and scope of employment. Attorney's fees and courts costs shall be the expense of the CITY.
- (B) The CITY further agrees that such legal representation shall be provided where litigation has commenced during or after termination of employment, and shall continue after termination of employment, and shall so continue until such litigation has ended.
- (C) The CITY further agrees that, in the event of a conflict of interest within the office of the City Attorney, of the refusal of same to so represent the EMPLOYEE, pursuant to the provisions set forth in Paragraph A and B above, the CITY shall provide counsel to represent him. The selection of said counsel shall be made at the sole discretion of the CITY. Attorney's fees and costs shall be reimbursed by the CITY in accordance with law.
- (D) The CITY shall have the authority to compromise and settle any such claim or suit within the scope of EMPLOYEE'S employment and pay the amount of any settlement or judgement rendered thereon.

(E) Provided, however, that the CITY will not be held responsible for any legal fees of the EMPLOYEE as result of litigation arising from his dismissal from employment by the City Council.

#### **SECTION 11. GENERAL PROVISIONS.**

- (A) The text herein shall constitute the entire agreement between the parties.
- (B) This Agreement shall be binding upon and inure benefits of the successors, heirs, and personal representatives of the respective parties.
- (C) This Agreement shall become retroactive commencing September 18, 2018.
- (D) Inf any provisions of portion of a provision of this Agreement proves to be unconstitutional, invalid, unlawful, or unenforceable, it shall not held to invalidate or impair the validity, force, or effect of any other provisions or part of this Agreement.

**IN WITNESS THEREOF,** the CITY has caused this Agreement to be signed and executed on its behalf <u>of by</u> its Mayor and duly <u>attended attested</u> by its City Clerk and the EMPLOYEE has signed and executed this Agreement, in duplicate, the day and year first above written.

WITNESS:	CITY OF PALM COAST, FLORIDA
	By: Mayor Milissa Holland
	ATTEST: Virginia Smith, City Clerk
WITNESS:	EMPLOYEE
	Beau Falgout

### City of Palm Coast, Florida Agenda Item

Agenda Date : 10/02/2018

Department Item Key 4423	Amount Account #	
Subject CALENDAR/WORKSHEET		
Background :		
Recommended Action :		



Meeting Calendar for 10/3/2018 through 10/31/2018

10/3/2018 10:00 AM Code Enforcement Board

10/9/2018 9:00 AM City Council Workshop City Hall

**10/16/2018 9:00 AM** City Council <sub>City Hall</sub>

10/17/2018 5:30 РМ Planning & Land Development Regulation Board <sub>City Hall</sub>

**10/25/2018 5:00 PM** Beautification and Environmental Advisory Committee City Hall

10/30/2018 9:00 AM City Council Workshop City Hall

#	File #	ltem	Title	Staff
			Workshop 10/9/2018	
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 for Liquid Polymer - WWTP 1 & 2	Adams/Ashburn
7		Resolution	IT Annual Purchases	Akins
8		Presentation	Budget Amendment for FY '19	Alves
9		Presentation	Proposal and Funding Source PW Facililty	Cote
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	City Manager Executive Search form	Falgout
14		Presentation	Drones	Kladke
15		Resolution	Design improvements Indian Trails Sports Complex	Knopf
16		Resolution	Town Center DRI Amendment	Papa
17		Ordinance	Engineering Design LDC modification (Code and LDC)	Peel
			Business 10/16/2018	
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
17	Ordinance 2nd	Annexation-BIA	Рара
18	Resolution	Town Center DRI Amendment	Рара
19	Resolution	Palm Coast Park DRI Amendment	Рара
20	Ordinance	Palm Coast Park MPD	Papa/Hoover
21	Ordinance	Engineering Design LDC modification	Peel
22	Proclamation	Naitional Disability Employment Awareness Month/Disability Menotring Day	Smith
		Workshop 10/30/2018	
1	Resolution	Cultural Arts	Boyer
2	Resolution	Lehigh Trail LAP Agreement	Dvornikova
3	Resolution	Lehigh Trailhead design contract	Dvornikova
		Business 11/06/2018	
1	Resolution	Budget Amendment	Alves
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
6	Ordinance	Palm Coast Park DRI Amendment	Рара
7	Ordinance	Palm Coast Park MPD	Papa/Hoover
		Workshop 11/13/2018	
		Business 11/20/2018	
1	Proclamation	Small Business Saturday	Lane
2	Oath	Oath of Office new Council Members	Smith
3	Appointments	Council Liaisons appointments	Smith
4	Resolution	Certification of general election results	Smith
5	Appointment	Vice Mayor	Smith
		Future	
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	Ordinance	Animal Control amendment	Grossman
7	Presentation	External Stakeholder Group for Innovation District	Newingham

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

Agenda Date : 10/02/2018

Department Item Key 4424	Amount Account #
Subject ATTACHMENTS TO MINUTES	
Background :	
Recommended Action :	

# Redrafting of Chapter 5 – Transportation, Connectivity, Access and Parking

#### **City Council Public Hearing**

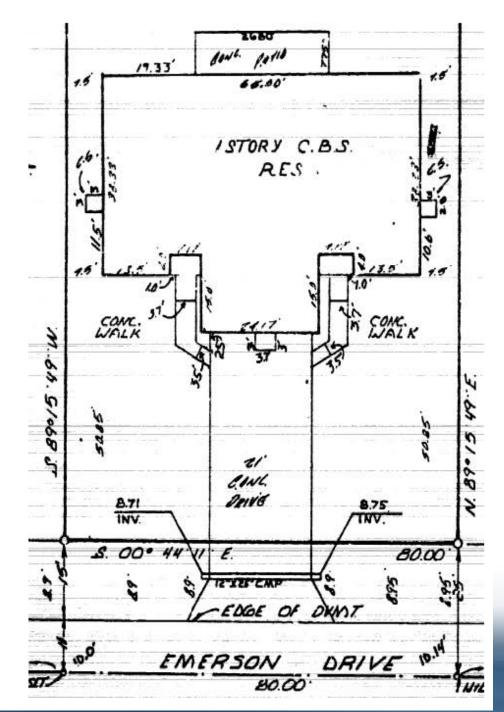
## October 2, 2018



# Proposed Revisions for Duplex Garages and Driveways

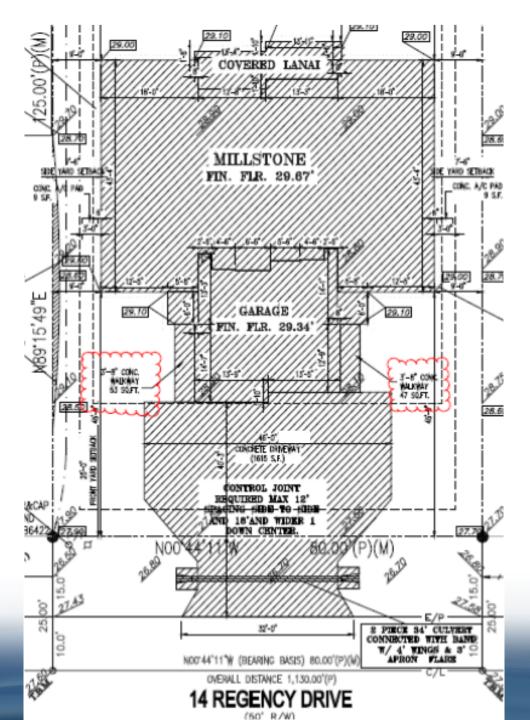
- All single-car garages would require a minimum 16' and maximum 20' wide space in front of the garage for parking two cars side-by-side (total minimum of 32' and maximum 40' driveway width for a duplex)
- We dropped the alternative driveway layout option as we believe there are now sufficient driveway options for any circumstance
- We added a requirement that all front yards must have a minimum 25% landscaped area measured from façade to front property line





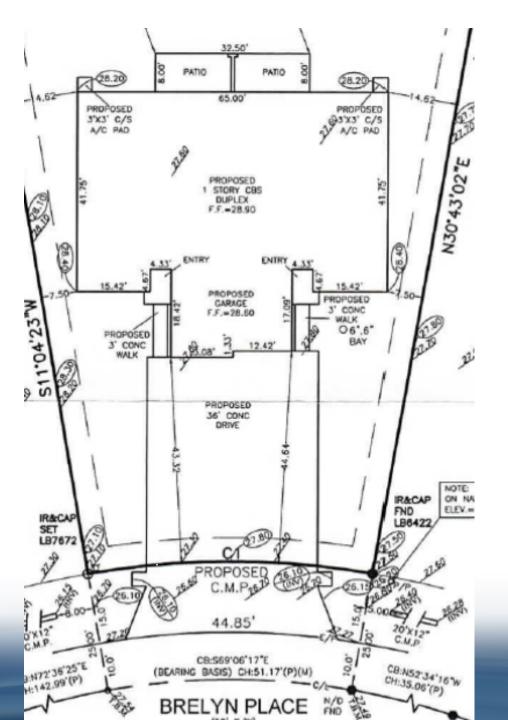
#### 10.5' Wide Per Garage (21' Total Driveway Width)





### 23' Wide Per Garage (46' Total Driveway Width)





### 18' Wide Per Garage (36' Total Driveway Width)



#### Recommendation

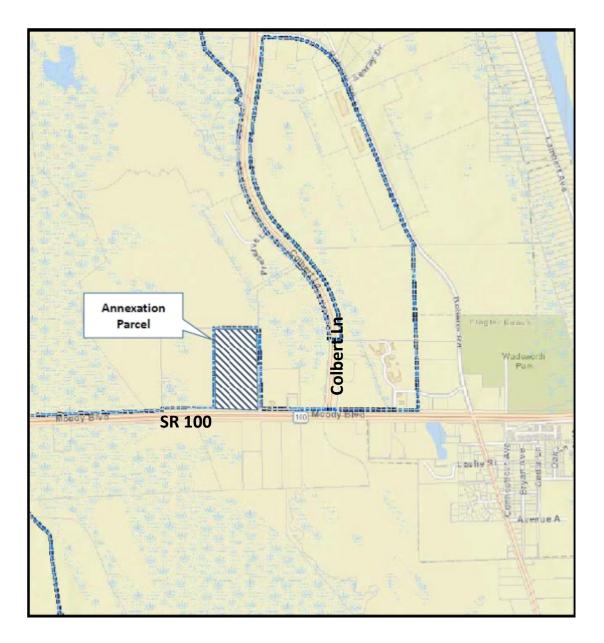
• Planning staff recommends the City Council adopt this ordinance for the rewrite of Chapter 5 on Transportation



#### Questions



#### Location Map – BIA Development, LLC Voluntary Annexation



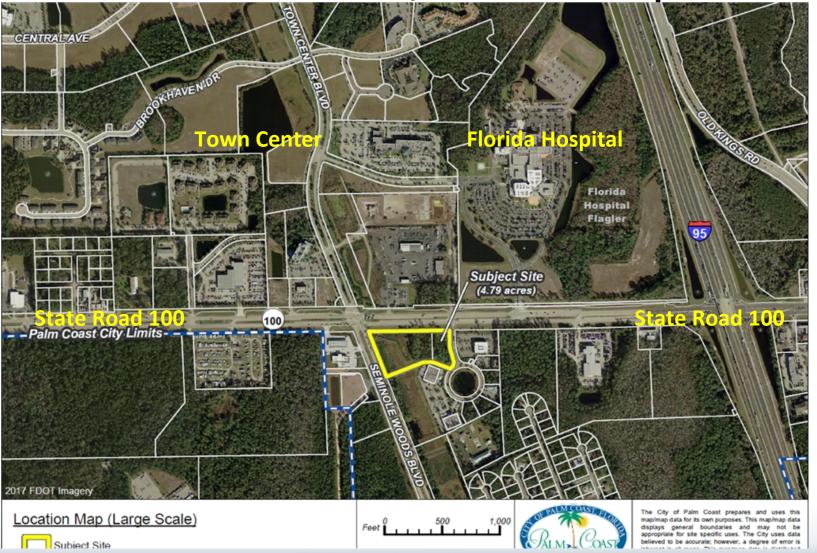
## **Application 3727**

City Council Rezoning Hearing

#### October 2, 2018

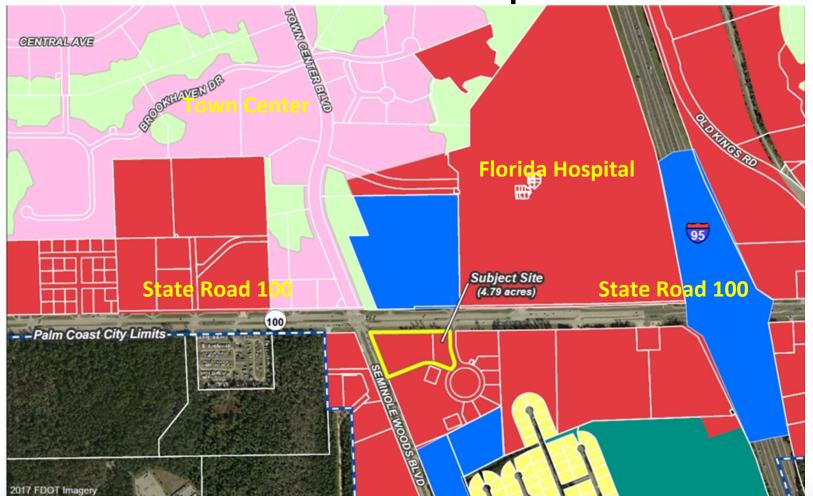


#### Location/Aerial Map





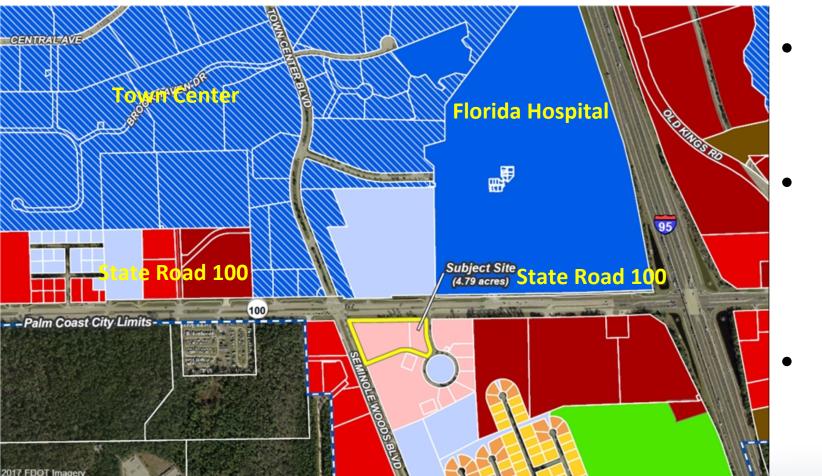
#### FLUM Map



- Designated Mixed Use
  - Mixed Use Corridor
  - SR 100



#### **Existing Zoning**

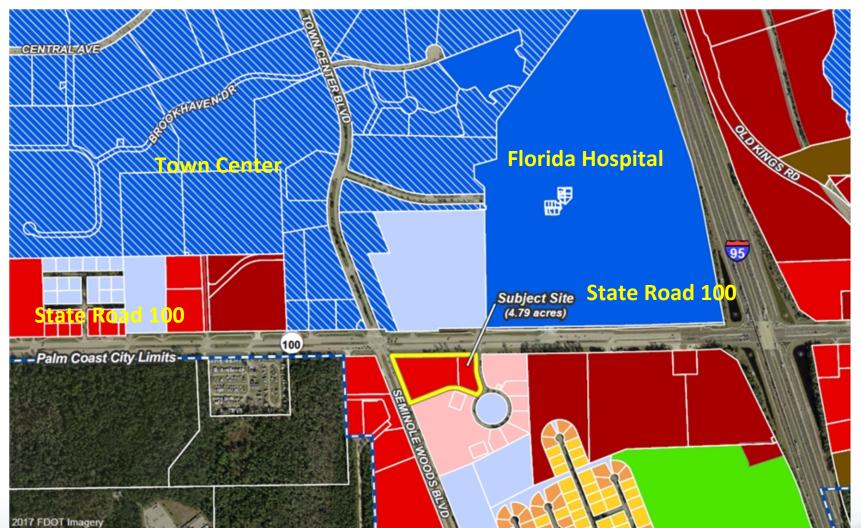


- Limited Office (Office -1)
- Part of the
   Pinnacles
   subdivision



Vacant

### **Proposed Zoning**



- Rezoning expands the number of uses.
- Allows the possibility of a restaurant to serve office complexes.
- Pinnacles is largely builtout.



#### Key Site Development Requirements

Criteria	(Current standards for OFC-1)	Proposed standards for COM-2
Minimum Lot/		
Dev. Size	15,000 sq. ft.	20,000 sq. ft.
Max. Impervious		
Surface Ratio	0.70	.70
Max. Building		
Height	75 ft.	100 ft.
FAR	.40	.40

DAST

Find your Florida

# Neighborhood Information Meeting (NIM)

- Applicant notified neighbors of the NIM beyond the 300 feet requirement by a mailing on July 2, 2018.
- NIM on August 31, 2018 at Hilton Hotel.
- One person attended.
- Informational.



#### Staff Analysis Based on LDC Chapter 2, Sec. 2.05.05

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

 The proposed COM-2 zoning is located on SR 100 – a "mixed-use" corridor and an arterial.

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

• Future development will require Technical Site Plan review.

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

• The project is an infill project so services and facilities are nearby.



#### Staff Analysis Based on LDC Chapter 2, Sec. 2.05.05

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

• The site is designated "Mixed-Use" on the FLUM which allows for a variety of higher uses and specifically allows the COM-2 zoning.

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

 The project will have to comply with the City's LDC, Comprehensive Plan, and requirements of all other applicable agencies throughout the development process.



#### Staff Recommendation

Planning staff and the PLDRB recommend that the City Council approve the rezoning of 4.79 +/- acres from OFC-1 to COM-2 zoning, Application No. 3727.



#### Next Step if approved

City Council (2<sup>nd</sup> reading) – Oct. 16, 2018 @ 9am.

