



# **City of Palm Coast**

## **Agenda**

### **CITY COUNCIL BUSINESS**

### **MEETING**

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

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

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**Tuesday, November 20, 2018**

**9:00 AM**

**CITY HALL**

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#### **City Staff**

**Beau Falgout, Interim City Manager**

**William Reischmann, City Attorney**

**Virginia A. Smith, City Clerk**

- > Public Participation shall be in accordance with Section 286.0114 Florida Statutes.
- > Other matters of concern may be discussed as determined by City Council.
- > If you wish to obtain more information regarding the City Council's agenda, please contact the City Clerk's Office at 386-986-3713.
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- > City Council Meetings are streamed live on YouTube at <https://www.youtube.com/user/PalmCoastGovTV/live>.
- > All pagers and cell phones are to remain OFF while City Council is in session.

#### **CALL TO ORDER**

#### **PLEDGE OF ALLEGIANCE TO THE FLAG**

#### **ROLL CALL**

#### **PUBLIC PARTICIPATION**

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

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

## **MINUTES**

- 1 MINUTES OF THE CITY COUNCIL:  
NOVEMBER 6, 2018 BUSINESS MEETING  
NOVEMBER 13, 2018 WORKSHOP**

## **PROCLAMATIONS**

- 2 PROCLAMATION SMALL BUSINESS SATURDAY**
- 3 PROCLAMATION PALM COAST YACHT CLUB BOAT PARADE**

## **ORDINANCES SECOND READ**

- 4 ORDINANCE 2018-XX APPROVING THE CONTRACTION OF A 75+/- ACRE PARCEL FROM  
THE CITY OF PALM COAST**

## **RESOLUTIONS**

- 5 RESOLUTION 2018-XX APPROVING THE AIRPORT COMMONS PRE-ANNEXATION  
ECONOMIC DEVELOPMENT AND JOINT PLANNING AGREEMENT**
- 6 RESOLUTION 2018-XX APPROVING THE FINAL 2018 CITY GENERAL ELECTION RESULTS**

## **CONSENT**

- 7 RESOLUTION 2018-XX APPROVING THE FLAGLER COUNTY ASSOCIATIONS OF REALTORS  
HOME FOR THE HOLIDAYS EVENT**
- 8 RESOLUTION 2018-XX APPROVING A WORK ORDER WITH DRMP, INC., TO PROVIDE  
PROFESSIONAL ENGINEERING SERVICES FOR THE REPLACEMENT OF BELLE TERRE  
BOULEVARD CULVERT**
- 9 RESOLUTION 2018-XX APPROVING A CONTRACT WITH ESRI FOR A SMALL  
GOVERNMENT GIS LICENSE AGREEMENT**
- 10 RESOLUTION 2018-XX APPROVING CONTRACT WITH BRINKS FOR ARMORED CAR  
CASH TRANSPORT SERVICES**
- 11 RESOLUTION 2018-XX APPROVING THE CONTINUATION OF STOP-LOSS INSURANCE**

**COVERAGE WITH SUNLIFE, HEALTH PLAN ADMINISTRATION SERVICES WITH BLUE  
CROSS BLUE SHIELD AND CHANGING ANCILLARY COVERAGE FROM SUNLIFE TO  
LINCOLN FINANCIAL**

- 12 RESOLUTION 2018-XX BUDGET AMENDMENT FOR FISCAL YEAR 2017-2018 RELATING  
TO THE GENERAL FUND EXPENDITURES**

**ORGANIZATIONAL ITEMS**

- 13 OATH OF OFFICE FOR NEWLY ELECTED COUNCIL MEMBERS FOR DISTRICT 2 AND  
DISTRICT 4**
- 14 SELECT VICE MAYOR FOR 2018-2019**
- 15 LIAISON APPOINTMENTS TO VARIOUS SERVICE ORGANIZATIONS FOR FISCAL YEAR  
2018-2019**

**PUBLIC PARTICIPATION**

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

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

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

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

**ADJOURNMENT**

- 16 CALENDAR AND WORKSHEET**

**ATTACHMENTS TO MINUTES**

## City of Palm Coast, Florida Agenda Item

Agenda Date : 11/20/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	4788	<b>Account</b>
		<b>#</b>
<b>Subject</b>	MINUTES OF THE CITY COUNCIL: NOVEMBER 6, 2018 BUSINESS MEETING NOVEMBER 13, 2018 WORKSHOP	
<b>Background :</b>		
<b>Recommended Action :</b> Approve minutes of the City Council: NOVEMBER 6, 2018 BUSINESS MEETING NOVEMBER 13, 2018 WORKSHOP		





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

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

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

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**Tuesday, November 6, 2018**

**6:00 PM**

**CITY HALL**

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**City Staff**

**Beau Falgout, Interim 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 6:00 p.m.*

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**ROLL CALL**

*Present and responding to roll call were the following:*

*Council: Robert Cuff  
Milissa Holland  
Vincent Lyon*

*Absent  
Council: Nick Klufas  
Heidi Shipley*

*City Clerk Virginia Smith called the roll. CM Klufas and CM Shipley were absent.*

## **PUBLIC PARTICIPATION**

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*Ms. Caldwell and Ms. Ramsey from Alabaster Ministries-Looking for Council support for their event for traveling kids and to bring awreness to their event.*

*Ceila Pugliese and Steve Carr thanked CM Shipley and CM Lyon for their service.*

*Several members of the Mad Dogs Flag Football spoke to Council for support of their league and looking for field space in 2019.*

*Robert MacDonald spoke of the cost of a new Public Works facility.*

*Responses to Public Comments:*

*Mayor Holland-Request Alabaster Ministries provide further information to Council. Thanked Mad Dogs for coming and requesting support. Also, thanked the other speakers for their comments.*

## **MINUTES**

### **1 MINUTES OF THE CITY COUNCIL:**

**October 16, 2018 Business Meeting**

**October 24, 2018 Special Community Workshop 9 am**

**October 24, 2018 Special Community Workshop 6 pm**

**October 30, 2018 Workshop**

**Pass**

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

**Approved - 3 - Vice Mayor Robert Cuff, Mayor Milissa Holland, Council Member Vincent Lyon**

## PROCLAMATIONS

### 2 PROCLAMATION DESIGNATING NOVEMBER 14, 2018 AS WORLD DIABETES DAY

*VM Cuff presented this Proclamtaion to representatives of Florida Hospital Flagler Foundation.*

## ORDINANCES SECOND READ

### 3 ORDINANCE 2018-XX A REWRITE OF CHAPTER 9 – ENGINEERING DESIGN & UTILITIES OF THE UNIFIED LAND DEVELOPMENT CODE

**O20180024**

*CM Lyon requested to have Item 5 heard before items 3 and 4. Council concurred. Agenda moved to Item 5.*

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

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

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

#### **Public Comment**

*No comments were received.*

#### **Pass**

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

**Approved - 3 - Vice Mayor Robert Cuff, Mayor Milissa Holland, Council Member Vincent Lyon**

### 4 ORDINANCE 2018-XX AMENDING CHAPTER 24 – ENVIRONMENT OF THE CODE OF ORDINANCES

**O20180025**

#### **Pass**

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

**Approved - 3 - Vice Mayor Robert Cuff, Mayor Milissa Holland, Council Member Vincent Lyon**

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

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

**Public Comment**

*Mr. Steve Carr asked for clarification regarding the changes to the chapter.*

**5 ORDINANCE 2018-XX APPROVING THE SECOND AMENDMENT TO THE PALM COAST PARK MASTER PLANNED DEVELOPMENT (MPD) DEVELOPMENT AGREEMENT**

**O20180026**

*This item was heard before Item 3 at the request of CM Lyon.*

*City Attorney Reischmann read the title into the record. Reminded Council this is a quasi-judicial item. There were no ex-parte communications.*

*CM Lyon declared a conflict.*

*Mayor Holland confirmed with Attorney Reischmann (in accordance with the Charter and the Land Development Code) that this item could be voted on due to a current quorum and majority of present Council can vote.*

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

**Public Comment**

*Mr. Sai-Opposes project.*

*Celia Pugliese-Look carefully at this development.*

**Responses to Public Comments:**

*Mr. Falgout explained this development was approved several years ago back in 2011.*

*Mr. Tyner provided an overview to this development.*

*Agenda moved back to Item 3.*

**Pass**

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

**Approved - 2 - Vice Mayor Robert Cuff, Mayor Milissa Holland**

## ORDINANCES FIRST READ

### **6 ORDINANCE 2018-XX APPROVING THE CONTRACTION OF A 75+/- ACRE PARCEL FROM THE CITY OF PALM COAST**

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

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

#### **Public Comment**

*No comments were received.*

#### **Pass**

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

**Approved - 3 - Vice Mayor Robert Cuff, Mayor Milissa Holland, Council Member Vincent Lyon**

## CONSENT

*Item 9 was pulled from consent by CM Lyon. A discussion was held on the constitutionality of granting dollars to the Methodist Church for their concert series.*

### **7 RESOLUTION 2018-XX APPROVING A CONTRACT AND A WORK ORDER WITH CPH INC., FOR DESIGN SERVICES RELATED TO THE LEHIGH TRAILHEAD PROJECT**

**R20180155**

#### **Pass**

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

**Approved - 3 - Vice Mayor Robert Cuff, Mayor Milissa Holland, Council Member Vincent Lyon**

### **8 RESOLUTION 2018-XX APPROVING FDOT LAP AGREEMENT FOR DESIGN OF LEHIGH TRAILHEAD**

**R20180156**

#### **Pass**

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

**Approved - 3 - Vice Mayor Robert Cuff, Mayor Milissa Holland, Council Member Vincent Lyon**

**9 RESOLUTION 2018-XX APPROVING THE CULTURAL ARTS GRANTS FOR FY 19**

**R20180157**

*Council held a discussion on this item and the constitutionality of the grant dollars going to the Methodist Church.*

**Pass**

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

**Approved - 3 - Vice Mayor Robert Cuff, Mayor Milissa Holland, Council Member Vincent Lyon**

**10 RESOLUTION 2018-XX APPROVING THE PURCHASE OF MATERIALS AND RELATED EXPENSES FOR CONSTRUCTION OF THE SESAME BOULEVARD PATH FROM SELMA TRAIL TO SEMINOLE WOODS**

**R20180158**

**Pass**

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

**Approved - 3 - Vice Mayor Robert Cuff, Mayor Milissa Holland, Council Member Vincent Lyon**

**11 RESOLUTION 2018-XX APPROVING A WORK ORDER WITH CPH, INC. TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE REPLACEMENT OF A CONCRETE LINED DITCH IN THE "F" SECTION**

**R20180159**

**Pass**

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

**Approved - 3 - Vice Mayor Robert Cuff, Mayor Milissa Holland, Council Member Vincent Lyon**

**12 RESOLUTION 2018-XX APPROVING PIGGYBACKING OF NATIONAL JOINT POWERS (NJPA) NATIONAL IPA, FLORIDA STATE AND FLORIDA SHERIFF'S ASSOCIATION CONTRACTS AND ASSOCIATED PURCHASE ORDERS FOR FLEET VEHICLES AND EQUIPMENT AS APPROVED IN THE FISCAL YEAR 2019 BUDGET**

**R20180160**

**Pass**

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

**Approved - 3 - Vice Mayor Robert Cuff, Mayor Milissa Holland, Council Member Vincent Lyon**

- 13 RESOLUTION 2018-XX APPROVING A MASTER PRICE AGREEMENT WITH STRICKLAND SOD FARM INC. FOR SOD MATERIALS AND SOD INSTALLATION**

**R20180161**

**Pass**

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

**Approved - 3 - Vice Mayor Robert Cuff, Mayor Milissa Holland, Council Member Vincent Lyon**

- 14 RESOLUTION 2018-XX APPROVING A MASTER PRICE AGREEMENT WITH U.S. SUBMERGENT TECHNOLOGIES FOR TANK CLEANING**

**R20180162**

**Pass**

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

**Approved - 3 - Vice Mayor Robert Cuff, Mayor Milissa Holland, Council Member Vincent Lyon**

- 15 RESOLUTION 2018-XX APPROVING A MASTER SERVICES AGREEMENT WITH T. WAYNE TRUCKING, INC. FOR REMOVAL, HAULING, AND DISPOSAL OF LIQUID LIME SLUDGE**

**R20180163**

**Pass**

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

**Approved - 3 - Vice Mayor Robert Cuff, Mayor Milissa Holland, Council Member Vincent Lyon**

## **PUBLIC PARTICIPATION**

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

*Mr. Nielebock-Mr. MacDonald's issue and the \$20mil PW facility (spending), County issue and SR 100 project; status of meeting with residents regarding Florida Park Drive.*

*Mr. McCarthy-WastePro yard debris pick up and missed pick ups.*

*Responses to Public Comments:*

*Mr. Falgout provided an overview to the yard debris pick up issue.*

*Mr. Nielebock-Agrees with Mr. MacDonald's previous comments on the spending for the Public Works facility and City spending. Would like updates on the County SR 100 issue negotiations and Florida Park Drive residents meeting. Also, thanked CM Shipley and CM Lyon for their service.*

*Louis McCarthy-Yard waste pick up issues.*

*Responses to Public Comments:*

*Mr. Falgout provided an overview to the SR 100 negotiations and WastePro debris pick ups. Urged residents to please call when their are pick up issues when they occur so we can contact WastePro to correct.*

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

*Nothing at this time.*

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

*Nothing at this time.*

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

*Agenda items for November 13th workshop and November 20 old business and new business.*

## **ADJOURNMENT**

*The meeting was adjourned at 7:19 p.m.*

*Respectfully submitted by:*

*Virginia A. Smith, MMC  
City Clerk*



# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <b>Lyon Vincent Thomas</b>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <b>Palm Coast City Council</b>
MAILING ADDRESS <b>27 Empress Lane</b>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY <b>Palm Coast</b>	COUNTY <b>Flagler</b>	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED <b>9/18/2018</b>		NAME OF POLITICAL SUBDIVISION: <b>Palm Coast</b>
		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

\* \* \* \* \*

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

\* \* \* \* \*

### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

## APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

## DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Vincent T. Lyon, hereby disclose that on November 6, 20 18 :

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☒ inured to the special gain or loss of my business associate, Chiumento Dwyer Hertel Grant & Kistemaker PL ;
- ☐ inured to the special gain or loss of my relative, \_\_\_\_\_ ;
- ☐ inured to the special gain or loss of \_\_\_\_\_, by  
whom I am retained; or
- ☐ inured to the special gain or loss of \_\_\_\_\_, which  
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

**Ordinance approving the second amendment to the palm coast park master planned development development agreement**

**Petitioner is a client of the above firm and the firm prepared the petition for amendment of the agreement.**

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

11/14/18  
Date Filed

  
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



# City of Palm Coast Minutes CITY COUNCIL WORKSHOP

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

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

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**Tuesday, November 13, 2018**

**9:00 AM**

**CITY HALL**

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## City Staff

**Beau Falgout, Interim City Manager**  
**William Reischmann, City Attorney**  
**Virginia A. Smith, City Clerk**

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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 roll call were the following:

Council:	Robert Cuff
	Nick Klufas
	Milissa Holland
	Vincent Lyon

Absent	
Council:	Heidi Shipley

*City Clerk Virginia Smith called the roll. Council Member Shipley was absent.*

## **PUBLIC PARTICIPATION**

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*There were no public comments.*

## **PRESENTATIONS**

### **1 PRESENTATION FPL UPDATES**

*Larry Volenac, representative of Florida Power & Light, provided Council with a PowerPoint presentation, which is attached to these minutes. A a question and answer period followed. Topics discussed included flooding of underground facilities; removal of poles with other utilities located on them; City owned poles; costs of undergrounding utilities; hardening infrastructure; location of transformers; FPL maintaining the underground in perpetuity; estimates on the project are good for a year; easement acquisitions and government discounts.*

### **2 PRESENTATION STREETLIGHT MASTER PLAN**

*Mr. Don Schrager and Gil Ramirez of Lassiter Transportation Group provided a PowerPoint presentation, which is attached to these minutes. A question and answer period followed. Topics discussed included: the analysis used for lighting; monthly cost for the lighting of Lakeview Path; the weighted criteria used when deciding the location of new lighting; relocating sidewalks when adding poles; comparing the cost of the City owning our on poles house vs. contracting out; the ongoing maintenance necessary; moving forward with those sited for construction and to review the others with a comparison of costs.*

### **3 RESOLUTION 2018-XX APPROVING THE AIRPORT COMMONS PRE-ANNEXATION ECONOMIC DEVELOPMENT AND JOINT PLANNING AGREEMENT**

*Ms. Ida Meehan and Mr. Ray Tyner provided a PowerPoint presentation, which is attached to these minutes. A question and answer period followed. Topics included the former application and the changes made throughout the process; capacity improvements; site plan particulars; architectural details and landscape requirements; the property being annexed into the city; SR 100 improvements and how to plan for the future and how to avoid future conflicts in developing the agreement. This item will be continued at the next business meeting.*

**4 RESOLUTION 2018-XX APPROVING A WORK ORDER WITH DRMP, INC., TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE REPLACEMENT OF BELLE TERRE BOULEVARD CULVERT**

*Mr. Mike Peel and Mr. Don Schrager provided a PowerPoint presentation, which is attached to these minutes. A question and answer period followed. Topics discussed included major drainage areas and the improvements that will be made in the future; dredging the canals; starting the work downstream and moving upstream; replacing the pipes on Royal Palm; the life expectancy of a metal pipe; trying to address multiple areas; taking a proactive approach as opposed to a complaint driven approach and educating the public on the progress being made throughout the City.*

*This item will be continued at the next Business Meeting.*

**5 PRESENTATION ON UNIMPROVED LOTS AND ROAD FRONTAGE ANALYSIS**

*Ms. Denise Bevan provided Council with a PowerPoint presentation, which is attached to these minutes. A question and answer period followed. Topics discussed included the value of unimproved lots; gofer tortoises; erosion control; invasive species; fire mitigation; vacant lots being unsightly; maintenance of the rights of way; limitations on invasive species; the estimate of costs associated with the clearing of a lot and whether there is a need to change the Code.*

**WRITTEN ITEMS**

**6 RESOLUTION 2018-XX APPROVING THE CONTINUATION OF STOP-LOSS INSURANCE COVERAGE WITH SUNLIFE, HEALTH PLAN ADMINISTRATION SERVICES WITH BLUE CROSS BLUE SHIELD AND CHANGING ANCILLARY COVERAGE FROM SUNLIFE TO LINCOLN FINANCIAL**

*Ms. Wendy Cullen provided a PowerPoint presentation, which is attached to these minutes. A question and answer period followed. Topics discussed included changing from Sun Life to Lincoln and having customer service issues with Sun Life. This item will be continued at the next Business Meeting.*

**7 RESOLUTION 2018-XX APPROVING THE FLAGLER COUNTY ASSOCIATIONS OF REALTORS HOME FOR THE HOLIDAYS EVENT**

*Mr. Falgout presented a brief overview to this item. This item will be continued at the next Business Meeting.*

**8 RESOLUTION 2018-XX APPROVING A CONTRACT WITH ESRI FOR A SMALL GOVERNMENT GIS LICENSE AGREEMENT**

*Mr. Falgout presented a brief overview to this item. This item will be continued at the next Business Meeting.*

**9 RESOLUTION 2018-XX APPROVING CONTRACT WITH BRINKS FOR ARMORED CAR CASH TRANSPORT SERVICES**

*Mr. Falgout presented a brief overview to this item. This item will be continued at the next Business Meeting.*

**10 RESOLUTION 2018-XX BUDGET AMENDMENT FOR FISCAL YEAR 2017-2018 RELATING TO THE GENERAL FUND EXPENDITURES**

*Mr. Falgout presented a brief overview to this item. This item will be continued at the next Business Meeting.*

**PUBLIC PARTICIPATION**

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

*There were no comments.*

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

*Nothing at this time.*

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

*All the Charter Amendments have passed and will be certified next week.*

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

*Mr. Falgout thanked CM Lyon for his service.*

*He reported Animal Control will be holding a public forum regarding TNR November 14, 2018 at 5:30 at Community Center; Gioia Sails ribbon cutting will be held on November 15, 2018.*

*He reviewed the Holiday Schedule. It was the consensus of Council to cancel December 25th and January 1st meeting.*

**ADJOURNMENT**

*The meeting was adjourned at 12:25 P.M.*

*Respectfully submitted by:*

*Virginia A. Smith, MMC  
City Clerk*

## City of Palm Coast, Florida Agenda Item

Agenda Date : 11/20/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	4795	<b>Account</b>
		<b>#</b>
<b>Subject</b>	PROCLAMATION SMALL BUSINESS SATURDAY	
<b>Background :</b> The City of Palm Coast is a ‘Be Local Buy Local’ kind of community! To support local retailers and restaurants as the holiday shopping season kicks off, the City is participating in the national celebration of Small Business Saturday on Nov. 24.  Shopping local makes business thrive, jobs are created and it boosts our local economy. It also has the added benefit of generating money for amenities and projects for the community, because a portion of the sales tax collected returns back to Palm Coast to fund projects such as the new Palm Coast Community Center and Holland Park renovations, road repaving and street lights.		
<b>Recommended Action :</b> Proclaim Saturday, November 24, 2018 as Small Business Saturday.		



**WHEREAS**, Small Business Saturday is a day dedicated to supporting small businesses in communities across the country, including ours! Small Business Saturday was founded by American Express in 2010 and is celebrated each year on the Saturday after Thanksgiving; and

**WHEREAS**, according to the U.S. Small Business Administration, there are currently 30.2 million small businesses in the United States; they represent 99.7 percent of all businesses with employees in the United States and are responsible for 65.9 percent of net new jobs created from 2000 to 2017; and

**WHEREAS**, 90 percent of consumers report that Small Business Saturday has had a positive impact on their community, and most of those who are aware of Small Business Saturday said the day encourages them to shop small all year long; and

**WHEREAS**, 73 percent of consumers who reported shopping small at independently owned retailers and restaurants on Small Business Saturday did so with friends or family; and

**WHEREAS**, the City of Palm Coast, Florida, is a “Be Local Buy Local” kind of community, where we celebrate small businesses and the contributions they make to our local economy and community; and

**WHEREAS**, when our Palm Coast community shops locally, businesses thrive, jobs are created and a portion of the sales taxes generated is returned to us for amenities and projects we cherish such as the Palm Coast Community Center and Holland Park renovations, road repaving and street lights; and

**WHEREAS**, if every resident of Palm Coast spends \$25 at a local business on Small Business Saturday on November 24<sup>th</sup>, it would infuse \$1.462 million into our local economy!

**Now, Therefore, Be It Proclaimed** THAT THE PALM COAST MAYOR AND CITY COUNCIL DO HEREBY DECLARE NOVEMBER 24, 2018 AS

## **“Small Business Saturday”**

And urge all Palm Coast residents to support the small businesses you love with the people you love on Small Business Saturday on November 24<sup>th</sup> and throughout the year.

**Signed** this 20<sup>th</sup> day of November 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 : 11/20/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	4796	<b>Account</b>
		<b>#</b>
<b>Subject</b>	PROCLAMATION PALM COAST YACHT CLUB BOAT PARADE DAY	
<b>Background :</b>		
<b>Recommended Action :</b>	Proclaim December 15, 2018 as Palm Coast Yacht Club Boat Parade Day.	



**WHEREAS**, the Palm Coast Yacht Club was established in 1979 and for 36 years has been at the helm of the Palm Coast Holiday Boat Parade; and

**WHEREAS**, the Parade now is the largest holiday boat parade in Central Florida and in 2017 had a record of more than 40 brightly lit boats gliding down the Intracoastal Waterway; and

**WHEREAS**, this year's parade aims to be even larger, and will begin at 6 p.m. Saturday, December 15, departing from Cimmarron Basin to the Intracoastal Waterway, witnessed by throngs of partiers and revelers hugging the shores of the ICW; and

**WHEREAS**, this year's parade will be broadcast live for the first time with KOOL 100.9 FM presenting a mix of holiday music and live commentary, anchored by KOOL's own Doctor Dave, former Mayor Jon Netts, and Ansley Cestari of Flagler Palm Coast High School television. Also present will be Palm Coast Yacht Club Rear Commodore Donella Crawford, whose late husband was Commodore of the Club and a proud supporter of the parade and whose memory the Club honors; and

**WHEREAS**, the Parade will be escorted by boats from the Flagler County Sheriff's Office, Tow Boat U.S., and the Florida Fish and Wildlife Conservation Commission, and the Palm Coast Auxiliary of the U.S. Coast Guard, and promotional consideration is being provided by the Florida Inland Navigation District, the Palm Coast Observer and KOOL 100.9 FM; and

**WHEREAS**, this year's Parade is being named in memory of John Byrd of the Club, who faithfully squired the parade from 2012 to 2014. All community residents and visitors are invited to celebrate the season at the 2018 Palm Coast Yacht Club Holiday Boat Parade.

**Now, Therefore, Be It Proclaimed** THAT THE PALM COAST MAYOR AND CITY COUNCIL DO HEREBY DECLARE DECEMBER 15, 2018 AS

## **"Palm Coast Yacht Club Boat Parade Day"**

**Signed** this 20<sup>th</sup> day of November 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: 11/20/2018

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	4626	<b>Account</b>
<b>Subject</b>	ORDINANCE 2018-XX APPROVING THE CONTRACTION/DEANNEXATION OF A 75+/- ACRE PARCEL OF LAND KNOWN AS OARE ASSOCIATES FROM THE CITY OF PALM COAST	
<b>Background :</b> <b><u>UPDATED BACKGROUND FROM THE NOVEMBER 6, 2018 BUSINESS MEETING</u></b> This item was heard by City Council at their October 30, 2018 Workshop. There were no changes suggested to this item.		
<b><u>UPDATED BACKGROUND FROM THE OCTOBER 30, 2018 WORKSHOP</u></b> This item was heard by City Council at their October 30, 2018 Workshop. There were no changes suggested to this item.		
<b><u>ORIGINAL BACKGROUND FROM THE OCTOBER 30, 2018 WORKSHOP</u></b> Oare Associates, LLC, ("Property Owner") is the owner of an approximately 81 acre parcel generally located .25 miles south of State Road 100 and .50 miles west of Belle Terre Blvd. with Real Estate ID# 12-12-30-0650-000C0-0070. The Property Owner has filed a petition for a contraction or "deannexation" of an approximately 75 acre area of the parcel from the City of Palm Coast. As part of this action, the Property Owner proposes to keep the balance of the parcel, approximately 6 acres, within the City's municipal boundaries to serve as an open space buffer area. The property owner further agrees to cooperate in good faith with the City to change the zoning on the 6 acre parcel to preserve and recognize its use as an open space buffer.		
<b>Analysis:</b> This section will serve as an analysis on the feasibility of contracting the subject property from the municipal boundaries of the City of Palm Coast consistent with <i>Chapter 171.052, F.S. Criteria for contraction of municipal boundaries</i> . Chapter 171.052, F.S. states that (1) "Only those areas which do not meet the criteria for annexation in s. 171.043 may be proposed for exclusion by municipal governing bodies..." and that such contraction " ... would result in a portion of the municipality becoming noncontiguous with the rest of the municipality, then such exclusion shall not be allowed".  Under Chapter 171.043, F.S., areas may be annexed only if lands are: (1) contiguous to the municipality's boundaries, and (2) developed for urban purposes, or (3) between the municipal area and land developed for urban purposes or is adjacent on at least 60% of its external boundary to the municipal boundary or areas developed for urban purposes. The following is an analysis based on Florida Statutes Chapter 171.043.  <i>Chapter 171.043(1) The total area to be annexed must be contiguous to the municipality's boundaries at the time the annexation proceeding is begun and reasonably compact, and no part of the area shall be included within the boundary of another incorporated municipality.</i>		

**Finding: The subject parcel is contiguous to the City of Palm Coast boundaries and is not within the boundary of another incorporated municipality.**

*Chapter 171.043(2) Part or all of the area to be annexed must be developed for urban purposes. An area developed for urban purposes is defined as any area which meets any one of the following standards:*

- (a) It has a total resident population equal to at least two persons for each acre of land included within its boundaries;*
- (b) It has a total resident population equal to at least one person for each acre of land included within its boundaries and is subdivided into lots and tracts so that at least 60 percent of the total number of lots and tracts are 1 acre or less in size; or*
- (c) It is so developed that at least 60 percent of the total number of lots and tracts in the area at the time of annexation are used for urban purposes, and it is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.*

**Finding: The subject parcel fails to meet the criteria established in 171.043(2) for defining urban purposes since the parcel is: 1) currently unpopulated, 2) currently undeveloped, and 3) composed of a single parcel of approximately 75 acres.**

*Chapter 171.043 (3) In addition to the area developed for urban purposes, a municipal governing body may include in the area to be annexed any area which does not meet the requirements of subsection (2) if such area either:*

- (a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area; or*
- (b) Is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2).*

**Finding: First, the property does not lie between the City and an area to be served by the City water or sewer service and additionally, the subject property is not adjacent on at least 60% of its external boundary to the municipal boundary and an area developed for urban purposes as defined in subsection (2).**

Finally, consistent with Chapter 171.052, the contraction of the subject property will not result in a portion of the City to become noncontiguous with the rest of the City.

**Conclusion:**

The subject property meets the requirement for annexation per Chapter 171.043(1), but fails to meet the criteria for annexation established in Chapter 171.043 (2) and (3). Therefore, the subject parcel may be proposed for contraction. Furthermore, this property would not be served by any typical City services, such as water, wastewater, or stormwater.

**Recommended Action:**

Adopt Ordinance 2018-XX approving the Contraction/Deannexation of a 75+/- acre parcel of land known as Oare Associates from the City of Palm Coast

**ORDINANCE 2018-\_\_\_\_**  
**CONTRACTION/DEANNEXATION**  
**OARE ASSOCIATES, LLC PROPERTY**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, FOR THE VOLUNTARY CONTRACTION (DEANNEXATION) OF THE CITY BOUNDARY BY CONTRACTING 75+/- ACRES OF REAL PROPERTY KNOWN AS OARE ASSOCIATES, LLC PROPERTY GENERALLY LOCATED SOUTH OF STATE ROAD 100 AND WEST OF BELLE TERRE BLVD., MORE PARTICULARLY AND LEGALLY DESCRIBED ON EXHIBIT A; PROVIDING FOR THE AMENDMENT OF CITY BOUNDARIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Chapter 171, *Florida Statutes*, provides the exclusive method of municipal annexation or contraction in order to ensure sound urban development and efficient provision of urban services; and

**WHEREAS**, OARE ASSOCIATES, LLC, hereinafter OWNER, owns certain property identified as Parcel “A” and Parcel “B” as attached hereto and described in Exhibit “A”, attached hereto and made a part hereof, which Parcels are contiguous to the corporate limits of the City of Palm Coast; and

**WHEREAS**, the OWNER has requested that the City contract Parcel “A” consistent with Chapter 171.052, F.S. Criteria for Contraction of Municipal Boundaries; and

**WHEREAS**, Parcel “A” is currently not developed for urban purposes; and

**WHEREAS**, the contraction of Parcel “A” will not result in a portion of the City becoming noncontiguous with the rest of the municipality; and

**WHEREAS**, Parcel “B” as legally described and depicted in Exhibit “A” will remain within the municipal boundaries of the City of Palm Coast and serve as an open space buffer area, and

**WHEREAS**, in the best interest of the public health, safety, and welfare of the citizens of Palm Coast, the City Council of the City of Palm Coast desires to contract Parcel “A” from the municipal boundaries of the City of Palm Coast and Parcel “B”, will remain within the municipal boundaries of the City of Palm Coast to serve as an open space buffer area; and

**WHEREAS**, upon effective date of this Ordinance, the municipal boundary lines of the City of Palm Coast, contained in Palm Coast Charter, Part I, Section 9(1), shall be redefined to exclude the subject real property.

**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. CONTRACTION OF PARCEL “A”.** Parcel “A”, as described and illustrated in Exhibit “A,” shall be, and is hereby contracted from the City of Palm Coast municipal boundaries.

**SECTION 3. REZONING OF PARCEL “B”.** The City and the Owner agree to cooperate in good faith to rezone Parcel “B” to recognize its function as an open space buffer.

**SECTION 4. CITY BOUNDARIES REDEFINED; PALM COAST CHARTER AMENDED.** Pursuant to Section 166.031(3), *Florida Statutes*, and Section 171.091, *Florida Statutes*, the City of Palm Coast Charter, is hereby amended to redefine the corporate boundaries of the City of Palm Coast to exclude Parcel “A” ,as shown and illustrated in Exhibit A. The City Clerk shall file the revised Palm Coast Charter, Part I, Section 9(1), with the Department of State within thirty (30) days from the effective date of this Ordinance. The City Clerk shall also file this Ordinance with the Clerk of the Circuit Court of Flagler County, the Chief Administrator of Flagler County, and the Department of State within seven (7) days of the effective date. [A copy of the Ordinance must also be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.](#)

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

**SECTION 6. CONFLICTS.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 7. EFFECTIVE DATE.** This Ordinance will become effective upon adoption.

**APPROVED** on first reading after due public notice and hearing this 6<sup>th</sup> day of November 2018.

**ADOPTED** on the second reading after due public notice and hearing this    day of       .

**CITY OF PALM COAST**

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

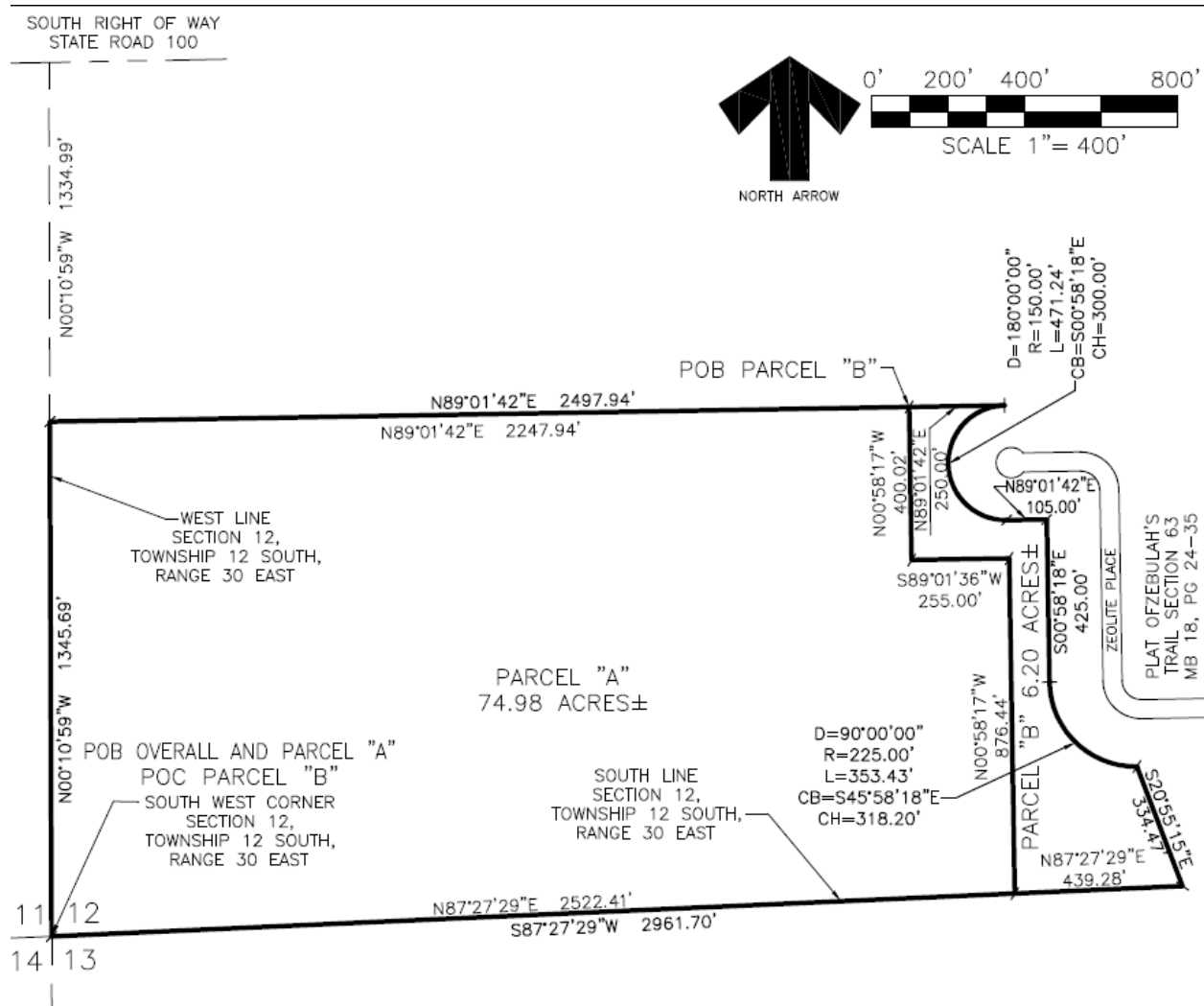
*ATTEST:*

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

Approved as to form and legality

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

# **EXHIBIT "A"** **LEGAL DESCRIPTIONS OF PARCEL "A" & PARCEL "B"**





**EXHIBIT "A" – CONT'D.  
LEGAL DESCRIPTIONS OF PARCEL "A" & PARCEL "B"**

**LEGAL DESCRIPTION PARCEL "A"**

A parcel of land lying in Section 12, Township 12 South, Range 30 East, Flagler County, Florida, being more particularly described as follows:

**PARCEL "A"**

Beginning at the Southwest corner of Section 12, Township 12 South, Range 30 East, thence North 00°10'59" West along the West line of said Section 12, a distance of 1345.69 feet; thence North 89°01'42" East, a distance of 2247.94 feet; thence South 00°58'17" East, a distance of 400.02 feet; thence North 89°01'36" East, a distance of 255.00 feet; thence South 00°58'17" East, a distance of 876.44 feet to an intersection with the South line of aforesaid Section 12; thence South 87°27'29" West along the South line of said Section 12, a distance of 2522.41 feet to the Point of Beginning.

Said Parcel contains 74.98 Acres more or less.

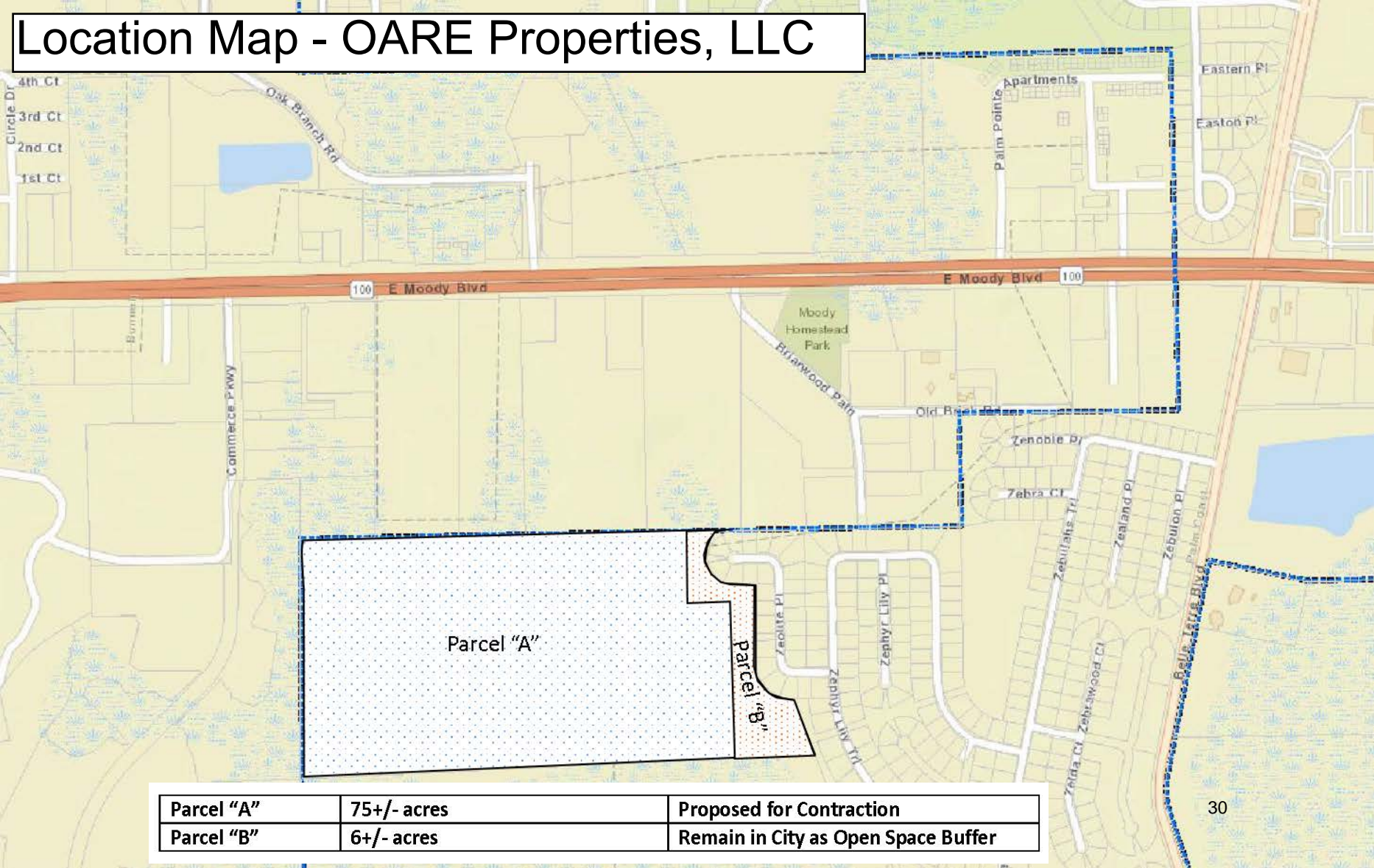
A parcel of land lying in Section 12, Township 12 South, Range 30 East, Flagler County, Florida, being more particularly described as follows:

**PARCEL "B"**

For a Point of Reference, commence at the Southwest corner of Section 12, Township 12 South, Range 30 East, thence North 00°10'59" West along the West line of said Section 12, a distance of 1345.69 feet; thence North 89°01'42" East, a distance of 2247.94 feet to the Point of Beginning; thence continue North 89°01'42" East, a distance of 250.00 feet to intersection with the Boundary of the Plat of Zebulah's Trail – Section 63 recorded in Map Book 18, Pages 24 through 35, Public Records, Flagler County, Florida, said intersection being on a curve concave Easterly; thence along the Arc of said curve, a distance of 471.24 feet, through a Central Angle of 180°00'00", a radius of 150.00 feet, a Chord Bearing of 00°58'18" East, a Chord Distance of 300.00 feet; thence North 89°01'42" East, a distance of 105.00 feet; thence South 00°58'18" East, a distance of 425.00 feet to a Point of Curvature of a Curve concave Northeasterly; thence along the Arc of said Curve 353.43 feet, through a Central Angle of 90°00'00", a Radius of 225.00 feet, a Chord Bearing of South 45°58'18" East, and a Chord distance of 318.20 feet; thence South 20°55'15" East, a distance of 334.47 feet to an intersection with the South line of aforesaid Section 12; thence departing the Boundary of aforesaid Plat of Zebulah's Trail – Section 63 South 87°27'29" West along the South line of aforesaid Section 12, a distance of 439.28 feet; thence departing said South line North 00°58'17" West, a distance of 876.44 feet; South 89°01'36 West, a distance of 255.00 feet; thence North 00°58'17" West, a distance of 400.02 feet to the Point of Beginning.

Said Parcel contains 6.20 Acres more or less.

## Location Map - OARE Properties, LLC



Parcel "A"	75+/- acres	Proposed for Contraction
Parcel "B"	6+/- acres	Remain in City as Open Space Buffer

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 11/20/2018

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	4627	<b>Account</b>
		<b>#</b>
<b>Subject</b>	RESOLUTION 2018-XX APPROVING THE AIRPORT COMMONS DEVELOPMENT PRE-ANNEXATION AND JOINT PLANNING AGREEMENT	
<b>Background :</b>		
<b><u>UPDATE FROM THE NOVEMBER 13, 2018 WORKSHOP</u></b>		
This item was heard by City Council at their November 13, 2018 Workshop. There were no changes suggested to this item.		
<b><u>ORIGINAL BACKGROUND FROM THE NOVEMBER 13, 2018 WORKSHOP</u></b>		
The Pre-Annexation, Economic Development and Joint Planning Agreement (Agreement) proposed between the City, Flagler County (County) and Airport Commons concerns the property located on the corner of Aviation Drive and S.R. 100 (Property). The Property is currently in Flagler County, however, is adjacent to the City's jurisdictional boundary. Airport Commons is requesting that the City provide water service to the Property and is agreeing to annex the Property into the City once a certificate of occupancy is issued or, if developed in phases, development of the first phase of the project is complete. The proposed project is intended to be a shopping center.		
This Agreement is a subsequent agreement to the Settlement Agreement between the City, County and other parties concerning the provision of utility service in Flagler County. Section 5.1 of the Settlement Agreement allows the parties to enter into subsequent agreements to the Settlement Agreement "in order to provide efficient and cost effective utility service to the public".		
The following summarizes the most notable terms of the Agreement:		
<ul style="list-style-type: none"><li>• It includes a conceptual site plan of the Project that has been reviewed by City and County staff.</li><li>• It sets out the terms and timing of the proposed voluntary annexation. The Property will be considered for annexation by the City Council at the time Airport Commons requests water service and if approved, the annexation will become effective after the certificate of occupancy is issued by the County for development on the Property.</li><li>• It allows for the County to continue permitting development on the Property, with the City's review and comment, pursuant to the Interlocal Agreement Between the City and County Relating to the Development of Unincorporated and Incorporated Lands in and Around the County Airport.</li><li>• It requires Airport Commons to connect to the City's water service and enter into the</li></ul>		

City's Utility Agreement prior to annexation.

- It states that the City will provide solid waste collection to the Property concurrent with annexation.
- It provides that when City sewer service become available immediately adjacent to the Property, Airport Commons will connect and sets out a process for the transfer of sewer capacity between the City and the County.
- It gives Airport Commons the ability to connect to the City's reclaimed water facilities.
- It requires Airport Commons to adhere to an architectural and landscape concept, generally, consistent with the City.
- After annexation, it requires that the City initiate and process applications for a comprehensive plan amendment, rezoning and variance within 36 months.
- It requires the payment of transportation impact fees to the City or, in the alternative, construction of transportation improvements to the Aviation Drive and S.R. 100.

**Recommended Action :**

Adopt Resolution 2018-XX approving the Airport Commons Development Pre-Annexation and Joint Planning Agreement

**RESOLUTION 2018 - \_\_\_\_**  
**AIRPORT COMMONS, LLC AND FLAGLER COUNTY**  
**PRE-ANNEXATION, ECONOMIC DEVELOPMENT**  
**AND JOINT PLANNING AGREEMENT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE PRE-ANNEXATION, ECONOMIC DEVELOPMENT AND JOINT PLANNING AGREEMENT WITH AIRPORT COMMONS, LLC AND FLAGLER COUNTY; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Flagler Pines Properties, LLC (“Flagler Pines”) owns certain real property in the unincorporated area of Flagler County, Florida; and

**WHEREAS**, the Property is adjacent to the Flagler Executive Airport, which is owned/operated and under the jurisdiction of the County; and

**WHEREAS**, Airport Commons is under contract to purchase the property from Flagler Pines contingent upon site plan development approval and the issuance of building permits permitting a commercial development thereon to be known as Airport Commons; and

**WHEREAS**, the Property is contiguous to an existing boundary of the City and is within the City’s Chapter 180 water and sewer utility service area, which is subject to that Settlement Agreement to which both the City and County are parties as recorded in Official Records Book 1560, Page 471 of the Public Records of Flagler County, Florida, where in the parties to that Agreement agreed to certain stipulations regarding retail water, wastewater, and reclaimed water service areas; and

**WHEREAS**, pursuant to Section 5.1 of that Settlement Agreement, the City expressly consents to the County providing wastewater service to the property from Flagler Executive Airport’s wastewater service system and the City and County agree that this undertaking provides efficient and cost effective utility service to the public.

**WHEREAS**, this Agreement serves as a subsequent agreement between City and the County pursuant to Section 5.1 of that Settlement Agreement for the provision of wastewater service to the Property; and

**WHEREAS**, the City of Palm Coast desires to approve the Pre-Annexation, Economic Development and Joint Planning Agreement with Airport Commons, LLC and Flagler County.

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

**SECTION 1. APPROVAL OF THE PRE-ANNEXATION AND ECONOMIC DEVELOPMENT AGREEMENT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the Pre-Annexation, Economic Development and Joint Planning Agreement with Airport Commons, LLC and Flagler County, as attached hereto and incorporated herein as Exhibit “A.”

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 20th day of November 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit “A” – Pre-Annexation, Economic Development and Joint Planning Agreement with Airport Commons, LLC and Flagler County

Approved as to form and legality

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

**Prepared By:**

**Jay W. Livingston, Esq.  
Livingston & Sword, P.A.  
393 Palm Coast Parkway SW #1  
Palm Coast, Florida 32137**

**PRE-ANNEXATION,  
ECONOMIC DEVELOPMENT AND JOINT PLANNING AGREEMENT**

THIS PRE-ANNEXATION, ECONOMIC DEVELOPMENT AND JOINT PLANNING AGREEMENT (“Agreement”) made this \_\_\_\_ day of November, 2018, by and between the **City of Palm Coast**, a municipal corporation organized and existing under the laws of the State of Florida (the “City”), whose address is 160 Lake Avenue, Palm Coast, Florida 32164; the **Board of County Commissioners of Flagler County, Florida**, a political subdivision of the State of Florida, whose address is 1769 E. Moody Blvd., Bldg. 2, Bunnell, Florida 32110 (the “County”); and **Airport Commons, LLC**, a Florida limited liability company, whose address is 3700 Airport Road, Suite #302, Boca Raton, FL 33431 (“Airport Commons”). Collectively, the City, County and Airport Commons shall be referred to as the “Parties”.

**RECITALS**

- A. Flagler Pines Properties, LLC (“Flagler Pines”) owns certain real property in the unincorporated area of Flagler County, Florida, which is described on Exhibit “A” hereto (individually the “Property”);
- B. The Property is adjacent to the Flagler Executive Airport, which is owned/operated and under the jurisdiction of the County;
- C. Airport Commons is under contract to purchase the Property from Flagler Pines contingent upon site plan development approval and the issuance of building permits permitting a commercial development thereon to be known as Airport Commons as depicted in the conceptual site plan attached hereto as Exhibit “B” (the “Project”);
- D. Airport Commons has obtained authorization from the owner of the Property and is empowered to enter into this Agreement;
- E. The Property is contiguous to an existing boundary of the City and is within the City’s Chapter 180 water and sewer utility service area;
- F. The Property is subject to that certain Settlement Agreement to which both the City and County are parties as recorded in Official Records Book 1560, Page 471 of the Public Records of Flagler County, Florida (the “Settlement Agreement”);
- G. Section 5.1 of the Settlement Agreement provides:



**“5.1 Service Area Agreements.** PALM COAST and COUNTY agree that the retail water, wastewater, and reclaimed water service areas as depicted on the Map, and shall not offer to serve or service within the service area of another without the express written consent of the other. PALM COAST may serve within its current and future City Limits; provided, however, it may not serve within COUNTY’s service area as depicted on the Map, subject, however, to the provisions of Section 5.3 of this Agreement *PALM COAST and the COUNTY may enter into subsequent agreements in order to provide efficient and cost effective utility service to the public.*” (Emphasis added.)

- H. The Property is within City’s retail water, wastewater, and reclaimed water service areas and the County is prohibited from offering service to the Property without the express written consent of Palm Coast;
- I. The Property is proximate to the County’s existing sewer lift station servicing the Flagler Executive Airport;
- J. Pursuant to Section 5.1 of the Settlement Agreement, City expressly consents to the County providing wastewater service to the Property from Flagler Executive Airport’s wastewater service system and the City and County agree that this undertaking provides efficient and cost effective utility service to the public. This Agreement serves as a subsequent agreement between City and the County pursuant to Section 5.1 of the Settlement Agreement for the provision of wastewater service to the Property.
- K. The Property is also subject to that certain Interlocal Agreement Between the City and County Relating to the Development of Unincorporated and Incorporated Lands in and Around the County Airport as recorded in Official Records Book 2088, Page 124 of the Public Records of Flagler County, Florida (the “JPA”);
- L. Section 2 of the JPA provides:

“SECTION 2. REVIEW OF DEVELOPMENT PLANS. The COUNTY and the CITY both understand the importance of coordination on development and ensuring an aesthetically pleasing appearance of the properties in and around the Airport. Additionally, each party is bound within its respective Comprehensive Plan to work jointly together for the public good. To that end, the Parties agree to cooperate on any building / site plan development approvals within the area [DEFINED AS] the ‘Joint Development Review Area’.

“Such cooperation shall consist of the non-jurisdictional party’s review and comment on submitted development plans, but with the ultimate approval and permitting authority being vested with the jurisdictional permitting authority. In addition, each party agrees to make staff available on an as needed basis to help coordinate and provide input

on any differences in the other's land development regulations for internal COUNTY and CITY joint planning and projects in the Joint Development Review Area."

M. The Property is within the Joint Development Review Area as defined in the JPA;

N. The County is the jurisdictional permitting authority for the Property under the JPA;

O. Section 163.3171(4), Florida Statutes, provides as follows:

"Local governments may enter into agreements with each other and with a landowner, developer, or governmental agency as may be necessary or desirable to effectuate the provisions and purposes of ss. 163.3177(6)(h)...It is the Legislature's intent that joint agreements entered into under the authority of this section be liberally, broadly, and flexibly construed to facilitate intergovernmental cooperation between cities and counties and to encourage planning in advance of jurisdictional changes. Joint agreements, executed before or after June 2, 2011, include, but are not limited to, agreements that contemplate municipal adoption of plans or plan amendments for lands in advance of annexation of such lands into the municipality, and may permit municipalities and counties to exercise nonexclusive extrajurisdictional authority within incorporated and unincorporated areas. The state land planning agency may not interpret, invalidate, or declare inoperative such joint agreements, and the validity of joint agreements may not be a basis for finding plans or plan amendments not in compliance pursuant to chapter law."

P. Airport Commons has requested that the City annex the Property into the City;

Q. Section 171.062(2), Florida Statutes, provides that:

"[i]f the area annexed was subject to a county land use plan and county zoning or subdivision regulations, these regulations remain in full force and effect until the municipality adopts a comprehensive plan amendment that includes the annexed area."

R. Section 171.062(1), Florida Statutes, provides that:

"An area annexed to a municipality shall be subject to all laws, ordinances and regulations in force in that municipality and shall be entitled to the same privileges and benefits as other parts of that municipality upon the effective date of the annexation."

S. The City desires to insure that adequate public facilities exist concurrent with the impact of development on the Property and that such development and the City's Comprehensive Plan are or will be consistent;

- T. The Property is designated Commercial High Intensity on the County’s Future Land Use Map (“County FLUM”) and is in the C-2 zoning district as depicted on Flagler County’s Official Zoning Map;
- U. The purpose of this Agreement is to set forth the understandings and agreements of the parties with respect to the foregoing, and other matters as set forth herein; and
- V. This Agreement is authorized by, permitted by, and consistent with the provisions of the City’s Home Rule Charter; the City’s Comprehensive Plan; Chapter 163, Florida Statutes; Chapter 166, Florida Statutes; the County’s Home Rule Power under Chapter 125, Florida Statutes; the State Comprehensive Plan (Chapter 187, Florida Statutes); Article VIII, Section 2(b), Constitution of the State of Florida; the Settlement Agreement; the JPA; the legal authorities referenced above; and other applicable law and this Agreement serves and advances a vital public purpose;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration each to the other provided, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals.

- a. The above Recitals are adopted as the findings of the City Council and the County.
- b. The above recitals are true and correct, are incorporated into this Agreement by reference thereto, and form a material part of this Agreement upon which the parties have relied, including but not limited to, that Flagler Pines owns the Property and that Airport Commons is empowered to enter into this Agreement and make binding determinations to the City and the County.

2. Petition for Voluntary Annexation.

- a. Airport Commons hereby agrees it shall petition for voluntary annexation of the Property into the City pursuant to Chapter 171.044, Florida Statutes. Once Airport Commons closes on and obtains title to the Property, Airport Commons will file a Petition for Voluntary Annexation with the City. The City will consider adopting an ordinance in accordance with Chapter 171.044, Florida Statutes, thereby annexing the Property to the City and redefining the boundaries to the City to include the Property. A proposed draft of the annexation ordinance is attached as Exhibit “C” hereto.
- b. The proposed annexation ordinance will be considered for approval by the Palm Coast City Council when Airport Commons, its successors or assigns, requests to connect the Project to the City’s water services. Should the City Council approve the annexation ordinance, the effective date set forth in that ordinance will be a date certain past the anticipated date for issuance of a certificate of occupancy by the County for the Project; or, if the Project is constructed in phases, when a certificate

of occupancy is issued by the County for the first phase (the “Annexation Effective Date”).

- c. No fees, costs or expenses will be charged to or become due from Airport Commons to the City or any other governmental authority, private individual or entity on account of or in connection with the City’s review and processing of the Annexation Petition or the annexation of the Property into the corporate limits of the City; provided, however, that Airport Commons will pay its own attorney fees and consulting fees.

### 3. Public Facilities.

- a. Solid waste collection services are available to serve the demands generated by the Property and will be provided as it is to any other owner of land within the City and will be available concurrent with annexation of the Property into the City.
- b. All drainage issues will be appropriately addressed in the development approvals pertaining to the Property as issued by the County and the impacts of stormwater drainage will be addressed in accordance with state law and other applicable regulatory requirements.
- c. The parties acknowledge that fire, and EMS facilities, equipment and services as necessary to serve the Property will be provided pursuant to the mutual aid agreement(s) between the City and the County. All such public services will be available to support the development of the Property.
- d. The City will provide water services to the Property, subject to standard City utility requirements related to Airport Commons’ contributions-in-aid-of-construction, payment of connection fees, granting of appropriate easements, and dedication of other facilities as necessary or appropriate. Airport Commons will execute the City’s standard Utility Agreement, with any necessary revisions as determined by the City, before work on the water main extension and/or vertical construction commences, whichever occurs first, and connect to water service as soon as it is available.
- e. The County will provide sewer services to the Property through the Flagler Executive Airport’s (“Airport”) onsite wastewater collection system (as a customer of the City’s wastewater system), utilizing the existing sewer infrastructure located on the Airport property, and subject to standard City utility requirements related to Airport Commons’ contributions-in-aid-of-construction, payment of connection fees, granting of appropriate easements, and dedication of other facilities as necessary or appropriate. Airport Commons will execute the necessary standard County Agreements, if any, at the appropriate time and connect to the sewer system as it is available. Airport Commons acknowledges that if the City’s sewer services are expanded so that they are available and immediately adjacent to the Project’s existing utility connections and allow a connection to the City’s sewer services without the need for additional sewer infrastructure improvements, including, without limitation, a lift station, and without interruption of service or disruptions of the businesses and other activities on the Property, then Airport Commons shall

connect to the City's sewer services. Future connection to the City's sewer service shall be accomplished by Airport Commons within 120 days of sewer service being made available to the Property as provided for above. There will be no additional connection charge or other costs to Airport Commons to connect to the City's sewer service in the future if and when that connection is made.

- f. Prior to a building permit being issued by the County for each structure, Airport Commons shall remit to the County the applicable wastewater sewer capacity charges that the project would have paid had the project been initially connected to City's Wastewater system. The County will then remit the wastewater sewer charges payment to the City and the City shall in turn credit the County the equivalent number of gallons of wastewater capacity that the wastewater sewer charges would have purchased in the City and record such a wastewater capacity credit to the County in the Official Records of Flagler County, Florida, a copy of which shall be provided to the County. The recorded document shall contain the amounts paid and the wastewater gallon capacity allocation. In the event that a use on the Property requires more wastewater than allocated to the County as provided above, the City and Airport Commons shall provide written notice of the need for additional capacity and Airport Commons shall remit to the County the applicable wastewater sewer charges required for the additional capacity. The County will then remit the additional wastewater sewer charges payment to the City and the City shall record an additional wastewater capacity credit to provide for the additional allocation of capacity in the Official Records of Flagler County, Florida, a copy of which shall be provided to the County. No building permit shall be issued for the use requiring the additional capacity until such time as Airport Commons pays the additional wastewater sewer charges as provided for above. Such capacity allocation shall remain with the County indefinitely until Airport Commons, connects directly to the City wastewater system. At that time of the connection, the County's wastewater allocation with the City shall be reduced by the amount that is the current gallonage allocation for the City water capacity for the Property. Such allocations shall transition to correspond to the appropriate billing cycle to avoid any disparities between the City and County usage agreements. Upon transfer, the City will record a wastewater capacity reduction in the Official Records of Flagler County, Florida for the amount of capacity deducted from the County's allocation. Copies of all wastewater capacity credits and reductions shall be copied to the County and shall be numerically equal.
- g. The City shall provide reclaimed water service to the Property upon request. Airport Commons shall be responsible for the installation of all connections, extensions, improvements and facilities required to connect the Property to the City's existing reclaimed water facilities. Airport Commons shall bear the cost and expense of connecting to the City's reclaimed water facilities.

4. Land Use and Development Approvals.

- a. The City has reviewed the Project and provided comments to the County and Airport Commons pursuant to the JPA. The conditions of any County development approval(s) set forth on the County FLUM, Official Zoning Map, development orders and development permits for the Project, relating to the Property, will continue to be in full force and effect upon and after annexation of the Property into the City and the development rights and entitlements relating to such approvals will carry forward as approvals for the Property until the City amends the comprehensive plan designation and zoning of the Property as per Section 4(c)
- b. The entire Project and all buildings constructed on the Property will incorporate architectural themes consistent with the architectural elevations attached hereto as Exhibit “D”.
- c. The parties acknowledge that the City cannot contract to approve specific comprehensive plan or zoning amendments. The City’s only obligation with respect to comprehensive plan, zoning amendments, and variance approvals is to initiate and timely process the applications, consistent with the uses and improvements approved by the County pursuant to the provisions of the JPA, consider all evidence presented in support of and in opposition to the amendments and approvals and make decisions to approve or deny the amendments and approvals based upon the legal standards that govern actions by local governments when considering comprehensive plan, zoning amendments and variance approvals. In partial consideration for Airport Commons entering into this Agreement, the City will initiate and process applications for a comprehensive plan amendment, rezoning and variances within a time frame of thirty six (36) months of the date of adoption of the Annexation Ordinance consistent with Airport Commons proposed use for the Property at no cost to Airport Commons; provided, however, Airport Commons will cooperate with the City by timely providing the City with all necessary and desirable data and analysis in connection with the comprehensive plan amendments, rezoning, and variance approvals.
- d. Airport Commons shall, during the development approval process with the County pursuant to the JPA, comply with all necessary local, state and federal permits, as applicable, and acquire all necessary development orders, permits, licenses, easements and other approvals or rights in connection with the development of the Project in accordance with the County’s applicable land use, zoning, land development, building and construction regulations, and the JPA; provided, however, neither the County nor the City will incur costs relative to such matters and Airport Commons will bear any and all costs.

5. Transportation Impact Fees. The City has determined that the transportation impact fee that would be due for the Project if the Property was in the municipal boundaries of the City is \$111,326 based on the Shopping Center classification for the calculation of transportation impact fees. This calculation is based on the current development plan of 26,096 square feet of shopping center commercial development. If, prior to the application

for a building permit, Airport Commons proposes changes to the Project that are approved by the County, after review and comment by the City pursuant to the JPA, and those changes result in an increase or decrease of the intensity and uses on the shopping center commercial development then the amount due for the transportation impact fee shall be modified based on the changes in intensity and use and such modification shall be confirmed by a written notice from the City's City Manager to the County and Airport Commons. Except as providing for herein, Airport Commons shall pay to the City the above transportation impact fee within thirty (30) days of the Annexation Effective Date. In lieu of the payment of transportation impact fees that would be due, Airport Commons may construct, cause to be constructed, or guarantee the construction (to include construction by Flagler County) a west bound deceleration lane on SR 100 into the site and a northbound, right-hand turn lane from Aviation Drive onto SR 100. The final configuration and layout of the County roadway shall be determined by the County and shall be permitted through the County and the Florida Department of Transportation FDOT with the City's review and comment on such improvements. The improvements shall generally be in accordance with the conceptual layouts depicted in Exhibit "E" (the "Transportation Improvements"). The Transportation Improvements are considered capacity improvements to Aviation Drive and S.R. 100. The estimated construction costs for the Transportation Improvements are anticipated to be in excess of the transportation impact fee due for the project. . If Airport Commons chooses to construct, cause or guarantee the Transportation Improvements to be constructed (to include construction by Flagler County), the City agrees to provide a credit up to the full amount of the transportation impact fees that would be due for the Project if constructed in the City. No other transportation impact fees would be due once annexed into the City, unless the transportation impact fees due for the Project exceed the final costs of the Transportation Improvements constructed. Such Transportation Improvement costs shall include all design, construction, and post construction costs, an accounting of which shall be made to the City upon completions of the Transportation Improvements by Airport Commons.

6. Further Assurances. In addition to the acts recited in or set forth in this Agreement, the City, the County, and Airport Commons, will perform or cause to be performed, in a timely manner, any and all further acts as may be reasonably necessary to implement the provisions of this Agreement including, but not limited to, the execution and or recordation of further instruments; provided, however, that the City's and the County's obligations will be subject to such limitations as required by applicable law.
7. Limitation of Remedies. The parties will not pursue an award of monetary damages for a breach of or non-performance of this Agreement, except to the extent any action by the City or the County interferes with Airport Commons' vested rights in the Project as provided for herein or as established and acquired upon issuance of a building permit by the County and the commencement of construction of the Project pursuant to the JPA. The only remedies available against the non-performing party will be either to withhold further performance under this Agreement until the non-performing party cures the non-

performance or seek a court order from the Circuit Court of the Seventh Judicial Circuit in and for Flagler County, Florida requiring the non-performing party to fulfill its obligations under this Agreement. The Parties hereby waive any requirement for a bond that may be applicable in the event of any such legal action. Neither the City nor the County will be deemed to have waived sovereign immunity in any manner or respect except as provided in Section 70.001 and 768.28, Florida Statutes. Notwithstanding the forgoing, the City and County retain their right to enforce their respective codes through the applicable enforcement process.

8. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties, and no right or cause of action will accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or will be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, successors and assigns.
9. Effectiveness of Agreement. This Agreement will become effective upon it being duly executed by all parties hereto. If, for any reason, Airport Commons does not close on the contract and complete the purchase of the Property by December 31, 2019, or prior to this date provides written notice to the other parties that the contract has been terminated, then this Agreement shall automatically terminate and the County will be entitled to record, at the County's expense, a Notice of Termination of this Agreement in the Public Records of Flagler County, Florida. Further, if, for any reason, the City does not annex the Property by December 31, 2021, then the City may terminate this Agreement by notice to the other parties in which event this Agreement will terminate and be of no further force or effect, and Airport Commons will be entitled to record, at the City's expense, a Notice of Termination of this Agreement in the Public Records of Flagler County, Florida. However, no termination of this Agreement pursuant to this paragraph shall relieve the City from providing water services to the Project, which is within the City's service area pursuant to the Settlement Agreement.
10. Time of the Essence. Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement. The parties covenant and agree that they will diligently and expeditiously pursue their respective obligations set forth in this Agreement.
11. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties, and their respective successors in interest.
12. Applicable Law. This Agreement will be construed, controlled and interpreted according to the laws of the State of Florida. Further, to the extent permissible under the laws of the State of Florida, if there is a conflict between this Agreement and the terms of the City's land development regulations, the terms of this Agreement will control.



13. Binding Effect. 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.
14. Recording. The City will, within five (5) business days following full execution of this Agreement, at the City's sole cost and expense, record a fully executed counterpart of this Agreement in the Public Records of Flagler County, Florida.
15. Choice of Law and Venue. Florida law will govern the interpretation and enforcement of this Agreement. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue will be in the Seventh Judicial Circuit in and for Flagler County, Florida.
16. Effect of Change in Law. If state or federal laws are enacted after execution of this Agreement which are applicable to and preclude the party's compliance with the terms of this Agreement, this Agreement will be modified or revoked as is necessary to comply with the relevant state or federal laws and the intent of the parties hereto.
17. Construction or Interpretation of the Agreement. This Agreement is the result of bona fide arms-length negotiations between the City, the County, and Airport Commons. All parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement will not be construed or interpreted more strictly against any one party than against any other party.
18. Attorneys' Fees and Costs. In the event of any action to enforce the terms of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in pre-litigation negotiation, litigation at the trial level, or upon appeal.
19. Caption/Exhibits.
  - a. The headings or captions of the sections and subsections contained in this Agreement are used for convenience and reference only, and do not, in themselves, have any legal significance and will not be afforded any.
  - b. The exhibits to this Agreement are hereby incorporated into this Agreement and are an integral part of this Agreement.
20. Parties Bound. Following the recordation of this Agreement, the benefits and burdens of this Agreement will become a covenant running with the title to the Property, and all parts and parcels thereof, and this Agreement will be binding upon and inure to the benefit of the City, the County, and Airport Commons and their assigns and successors in interest to the Property, and all parts and parcels thereof.

21. Severability. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party to the Agreement or substantially increase the burden of any party to the Agreement, is held to be unconstitutional, invalid or unenforceable to any extent by a court of competent jurisdiction, such portion will be deemed a separate, distinct and independent provision and the same will not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.
22. Notices. Any notice that is to be delivered hereunder will be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the parties as follows (facsimile transmittal is not acceptable as a form of notice in this Agreement):

To the City:                      City of Palm Coast  
   Attn: City Manager  
   City Hall  
   160 Lake Ave.  
   Palm Coast, Florida 32164

To the County:                      Flagler County  
   Attn: County Administrator  
   1769 E. Moody Blvd. #2, Suite 301  
   Bunnell, Florida 32110

To Airport Commons              Airport Commons, LLC  
   ATTN: Martin Heise  
   3700 Airport Road #302  
   Boca Raton, FL 33431

23. Entire Agreement. This Agreement constitutes the complete and entire agreement between the City, the County, and Airport Commons with respect to the development and construction of the Project and the annexation of the Property, and supersedes any and all prior agreements, arrangements, or understandings, whether oral or written, between the parties relating thereto, all of which have been integrated herein.
24. Modification. This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith, approved by the City Council, the Board of County Commissioners, and Airport Commons, and signed by all parties to this Agreement.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, will constitute one and the same document.

*{ This Space Intentionally Left Blank }*

**WHEREFORE**, the parties have executed this Agreement as of the day and year first above written.

*ATTEST:*

**CITY OF PALM COAST**

\_\_\_\_\_  
City Clerk

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

STATE OF FLORIDA)

COUNTY OF FLAGLER)

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

(Seal)

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

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

For the use and reliance of the City of Palm Coast only. Approved as to form and legal sufficiency.

\_\_\_\_\_  
City Attorney

ATTEST:

**FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS**

---

Tom Bexley, Clerk and Ex Officio Clerk  
to the Board

---

Gregory Hansen, Chairman

Approved as to form:

---

Albert Hadeed  
County Attorney

WITNESSES:

**AIRPORT COMMONS, LLC**

A Florida limited liability company

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Martin Heise, Manager

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

\_\_\_\_\_  
Signature

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

STATE OF FLORIDA )

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Martin Heise as Manager of Airport Commons, LLC, a Florida limited liability company. He \_\_\_\_ is personally known to me or \_\_\_\_ has produced \_\_\_\_\_ as identification.

(Seal)

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

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

ATTACHMENT A – LEGAL DESCRIPTION

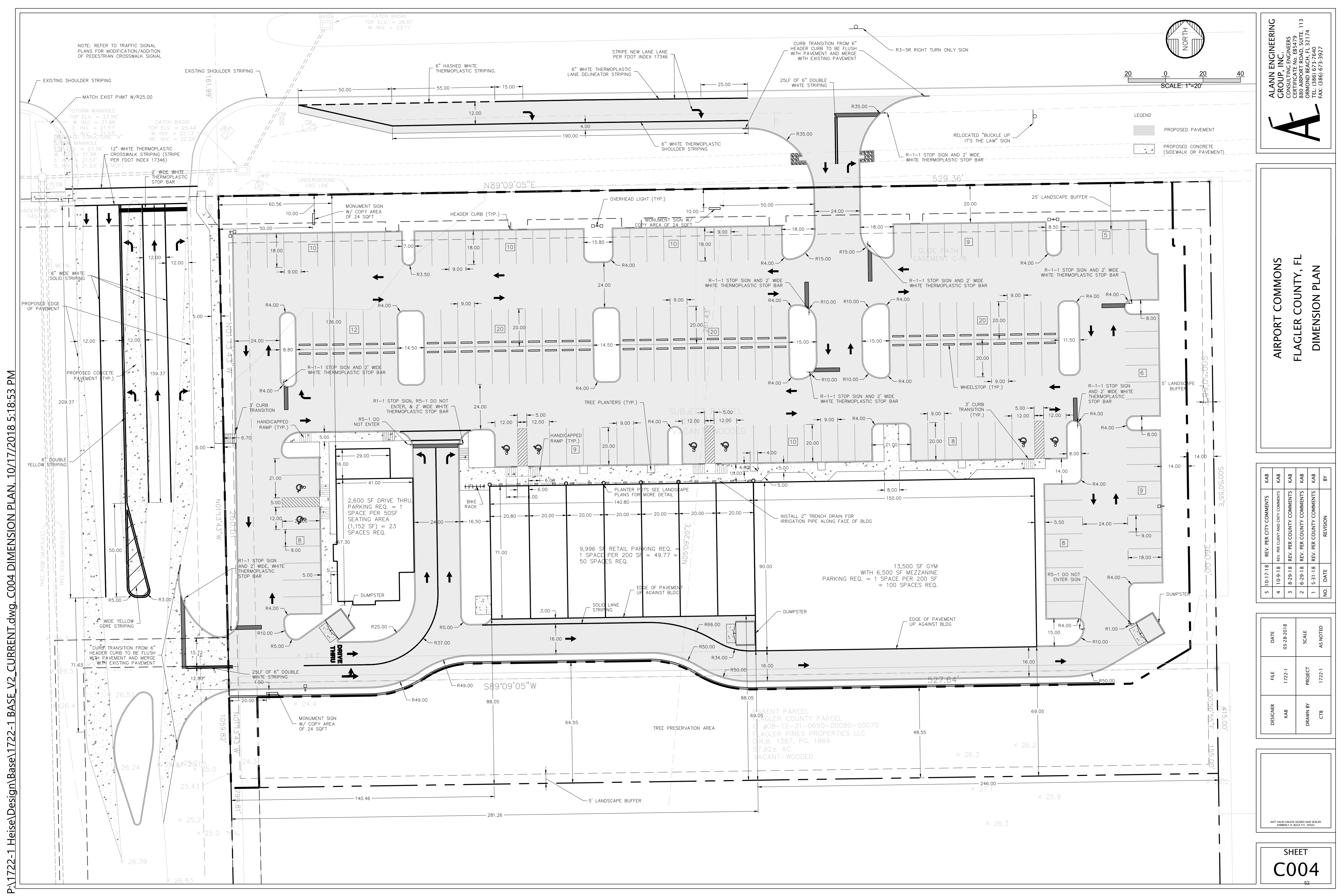
LEGAL DESCRIPTION - 3.83 AC. PARCEL

A PARCEL OF LAND IN GOVERNMENT SECTION 8, TOWNSHIP 12 SOUTH, RANGE 31 EAST, BEING A PORTION OF PARCEL 412 RECORDED IN OFFICIAL RECORD BOOK 601, PAGES 1989 THROUGH 2025, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE BEING THE WEST QUARTER CORNER OF SAID SECTION 8, TOWNSHIP 12 SOUTH, RANGE 31 EAST, THENCE SOUTH 01°13'43" EAST ALONG THE WEST LINE OF SECTION 8 A DISTANCE OF 161.99 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING THE WEST LINE OF SAID SECTION 8 NORTH 89°09'05" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 100 A DISTANCE OF 529.36 FEET TO THE NORTHWEST CORNER OF THE PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 363, PAGES 319 AND 320, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 00°50'55" EAST, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 316.05 FEET; THENCE DEPARTING THE WEST LINE OF SAID PARCEL SOUTH 89°09'05" WEST A DISTANCE OF 527.26 FEET TO A POINT ON SAID WEST LINE OF SECTION 8, TOWNSHIP 12 SOUTH, RANGE 31 EAST; THENCE ALONG THE WEST LINE OF SAID SECTION 8 NORTH 01°13'43" WEST A DISTANCE OF 316.06 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION. THE ABOVE DESCRIBED PARCEL CONTAINS 3.83 ACRES, MORE OR LESS.

NO	DATE	REVISION	BY
5	10-17-18	REV. PER CITY COMMENTS	KAB
4	10-9-18	REV. PER CLIENT AND CNTY. COMMENTS	KAB
3	8-29-18	REV. PER COUNTY COMMENTS	KAB
2	6-29-18	REV. PER COUNTY COMMENTS	KAB
1	5-31-18	REV. PER COUNTY COMMENTS	KAB

DESIGNER KAB	FILE 1722-1	DATE 03-28-2018
DRAWN BY CTB	PROJECT 1722-1	SCALE AS NOTED

NOT VALID UNLESS SIGNED AND SEALED  
KIMBERLY A. BUCK P.E. 38565





**ORDINANCE NO. 2018-\_\_\_\_\_**  
**AX-VOL-\_\_\_\_-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF PALM COAST, UPON ADOPTION OF THIS ORDINANCE; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY \_\_\_\_\_ ACRES OF PROPERTY DESCRIBED IN EXHIBIT “A” TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, *FLORIDA STATUTES*; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION/EFFECT OF ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON AD VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a Petition for Annexation has been filed with the City Clerk of the City of Palm Coast, Florida, which petition contains the name of the property owner of the area described in Exhibit “A”, and requests annexation into the incorporated area and City Limits of the City of Palm Coast, Florida; and

**WHEREAS**, the City’s staff has certified that the property owner has signed the petition for Annexation; and

**WHEREAS**, the City Council hereby finds that the property described hereinafter is reasonably compact and contiguous to the corporate areas of the City of Palm Coast, Florida, and it is further 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 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 for Annexation and to annex said property; and

**WHEREAS**, pursuant to, and in compliance with the law, notice has been given by publication once a week for two consecutive weeks in a newspaper of general circulation notifying the public of this proposed Ordinance and of public hearings to be held at City Hall in the City of Palm Coast; and

**WHEREAS**, the provisions of this ordinance and the actions taken herein are consistent with the City's Comprehensive Plan and State law; and

**WHEREAS**, public hearings were held pursuant to the requirements of State law and in conformity with the published notice described above at which hearings the parties in interest and all others had an opportunity to be, and were in fact, heard; and

**WHEREAS**, it is the City's best interest to annex property which provides economic and other benefits to the City wherever possible.

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

**SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.**

(a) The property that is the subject of this Ordinance and the Petition for Annexation is described in Section 2 of this Ordinance.

(b) The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council of the City of Palm Coast. The City Council of the City of Palm Coast finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section.

(c) The City Council of the City of Palm Coast adopts as legislative and administrative findings the fact that the land area described in Section 2 of this Ordinance (hereinafter referred to as the "Area") is reasonably compact and contiguous to the present Corporate Limits of the City of Palm Coast, and that no part of the Area is within the boundary of another municipality or the County in any manner or configuration that would contravene the provisions of Florida law or be contrary to sound and generally accepted land use planning practices and principles. The City Council of the City of Palm Coast finds that the annexation of the Area does not create an enclave and that the Area otherwise fully meets the criteria established in Chapter 171, *Florida Statutes*.

(d) The City Council of the City of Palm Coast has applied the laws of the State of Florida, Chapter 171, *Florida Statutes*, as well as the case law analyzing, construing and applying said statutory provisions, and the legislative intent pertaining to said statutory provisions as set forth in legislative staff reports.

(e) The City Council of the City of Palm Coast finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section and that no other action of the City is required to fully implement an annexation of the Area as set forth herein.

**SECTION 2. ANNEXATION OF PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS.** The lands described in Exhibits "A" and shown on the map in Exhibit "B", attached hereto, ("Area") be and they are hereby annexed to and included within the corporate limits of the City of Palm Coast, Florida.

**SECTION 3. RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION/EFFECT OF ANNEXATION UPON LAND USES.**

(a) Upon this Ordinance becoming effective, the property owner shall be entitled to all the rights and privileges and immunities as are from time to time granted to 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 ownership as may from time to time be determined by the City Council of the City of Palm Coast, Florida, and the provisions of Chapter 171, *Florida Statutes*.

(b) Upon annexation, the Area shall retain the zoning classification established by the Land Development Code of Flagler County, the land development approvals granted by Flagler County, and a land use designation as assigned by the Flagler County Comprehensive Plan in accordance with the provisions of Section 171.062, *Florida Statutes*, until otherwise changed or amended by an appropriate ordinance or by a number of ordinances as may be enacted by the City Council of the City of Palm Coast, Florida.

**SECTION 4. EFFECT ON AD VALOREM TAXES.** All property lying within the boundaries of the Corporate/City Limits of the City of Palm Coast, Florida, as hereby revised, shall hereafter be assessed for payment of municipal ad valorem taxes pursuant to law.

**SECTION 5. EFFECT ON BUSINESSES AND OCCUPATIONS.** All persons who are lawfully engaged in any occupation, business, trade or profession, within the Area upon the effective date of this Ordinance, under a valid license or permit issued by Flagler County, Florida, shall have right to continue such occupation, business, trade or profession within the corporate limits of the City of Palm Coast, as revised, upon the securing of a valid business tax receipt from the City of Palm Coast, which receipt shall be issued upon payment of the appropriate fee there, without the necessity of taking or passing any additional examination or test relating to the qualifications of such licenses.

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

**SECTION 8. EFFECTIVE DATE.** This Ordinance shall become effective on \_\_\_\_, 201\_\_.

**APPROVED** on first reading the \_\_\_\_ day of \_\_\_\_\_ 201\_\_.

**ADOPTED** on second reading after due public notice and public hearing this \_\_\_\_ day  
of \_\_\_\_\_ 201\_\_.

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

Agenda Date : 11/20/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	4789	<b>Account</b>
		<b>#</b>
<b>Subject</b>	RESOLUTION 2018-XX APPROVING THE FINAL 2018 CITY GENERAL ELECTION RESULTS	
<b>Background :</b>	<p>The Charter of the City of Palm Coast, Section 8. Elections, Paragraph (7) City Canvassing Board, provides that the Canvassing Board shall report election results to a meeting of the City Council. City Council shall give final certification of the results and order their filing with the City Clerk as required by law. However, in the 2011 City election the voters approved a referendum changing the election from odd to even years. Then in 2014, City Council adopted Ordinance 2014-5 amending Chapter 2, Article II by adding “election procedures.” Section 2-37 (e) Canvass of Returns states the Flagler County Canvassing Board shall canvass the returns of all City elections held in conjunction with County elections, in accordance with the provisions of State law.</p> <p>The County Canvassing Board Certificate will be provided to City Council upon receipt regarding the results of the 2018 Elections. Staff anticipates the certification to be provided on Monday, November 19, 2018.</p>	
<b>Recommended Action :</b>	Adopt Resolution 2018-XX approving the final 2018 City General election results.	

**RESOLUTION 2018-\_\_\_\_**  
**GENERAL ELECTION CERTIFICATION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE ACCEPTANCE AND CERTIFICATION OF THE RESULTS OF THE NOVEMBER 6, 2018 GENERAL ELECTION FOR THE CITY OF PALM AS CANVASSED AND REPORTED BY THE FLAGLER COUNTY CANVASSING BOARD FOR THE SAID ELECTION; PROVIDING FOR A DETERMINATION AS TO THE WINNING CANDIDATES IN EACH RACE AND THE PASSAGE OF THE CHARTER AMENDMENTS; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 8 of the *City of Palm Coast Charter* pertains to the City of Palm Coast elections; and

**WHEREAS**, Section 8(7) of the *City of Palm Coast Charter* provides,  
... after final election results are certified by the Flagler County Supervisor of Elections the Canvassing Board shall immediately report the results back to a meeting of the City Council held for the purpose of final certification and filing with the City Clerk as required by law;” and

**WHEREAS**, in 2014, City Council adopted Ordinance 2014-5 amending Chapter 2, Article II by adding “election procedures.” Section 2-37 (e) Canvass of returns states the Flagler County Canvassing Board shall canvass the returns of all City elections held in conjunction with County elections, in accordance with the provisions of State law; and

**WHEREAS**, in 2018, the City Council seats for District 2 and 4 and the three charter amendments were placed on the County ballot and, therefore, canvassed by the Flagler County Canvassing Board; and

**WHEREAS**, the Canvassing Board has canvassed the votes cast at the General Election held on November 6, 2018, and has reported the final results of said election; and

**WHEREAS**, the provisions of this Resolution implement the power and the right of the City Council to certify the final results of the General Election held on November 6, 2018 as it pertains to Seats 2 and 4 and the Charter Amendments for the City of Palm Coast.

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

**SECTION 1. RESULTS OF THE GENERAL ELECTION OF NOVEMBER 6, 2018.**

The City Council of the City of Palm Coast hereby accepts the Certificate of the Canvassing Board (Exhibit A attached) as the results of the November 6, 2018 General Election, as provided to the City Council by the Flagler County Canvassing Board and hereby certifies the said results.

**SECTION 2. EFFECT OF CERTIFICATION/RESULTS OF ELECTION.**

(a). The City Council hereby finds and concludes that the winner of Seats 2 and 4 of the 2018 General Election are the qualified winning candidates and shall take office in accordance with the provisions of Section 8(6)(d) of the *City Charter of the City of Palm Coast*:

(1). As to the election for the seats for District 2 and 4 City Council Member, the votes cast by the electors of the City of Palm Coast elected Jack D. Howell for District 2 and Eddie Branquinho for District 4 in the 2018 General Election.

(b). The City Council hereby finds and concludes that the three (3) charter amendments proposed to the voters has passed by the majority of the electors that voted in the 2018 General Election. The City Clerk shall file the revised charter with the Department of State.

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

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

**SECTION 5. 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, this 20<sup>th</sup> day of November 2018.

CITY OF PALM COAST

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

ATTEST:

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

Attachment: Exhibit "A" – Certificate of Canvassing Board

Approved as to form and legality

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



Run Date:11/17/18 06:05 PM

	TOTAL VOTES	%	Elec Day	EarlyVote	VBM	Provision	Uns. 10dy
PRECINCTS COUNTED (OF 26) . . . . .	26	100.00					
REGISTERED VOTERS - TOTAL . . . . .	82,611						
BALLOTS CAST - TOTAL . . . . .	53,327		15,690	22,936	14,649	25	27
BALLOTS CAST - BLANK . . . . .	0		0	0	0	0	0
VOTER TURNOUT - TOTAL . . . . .		64.55					
VOTER TURNOUT - BLANK . . . . .							
United States Senator							
(VOTE FOR) 1							
(WITH 26 OF 26 PRECINCTS COUNTED)							
Rick Scott (REP) . . . . .	31,467	59.34	9,702	13,603	8,138	12	12
Bill Nelson (DEM) . . . . .	21,419	40.39	5,819	9,187	6,385	13	15
WRITE-IN . . . . .	139	.26	55	47	37	0	0
Total . . . . .	53,025		15,576	22,837	14,560	25	27
Over Votes . . . . .	2		2	0	0	0	0
Under Votes . . . . .	300		112	99	89	0	0

Representative in Congress, District 6							
(VOTE FOR) 1							
(WITH 26 OF 26 PRECINCTS COUNTED)							
Michael Waltz (REP) . . . . .	30,583	58.57	9,444	13,286	7,833	11	9
Nancy Soderberg (DEM) . . . . .	21,635	41.43	5,890	9,285	6,431	14	15
Total . . . . .	52,218		15,334	22,571	14,264	25	24
Over Votes . . . . .	3		0	2	1	0	0
Under Votes . . . . .	1,105		355	363	384	0	3

Governor and Lieutenant Governor Florida							
(VOTE FOR) 1							
(WITH 25 OF 25 PRECINCTS COUNTED)							
Ron DeSantis (REP) . . . . .	30,951	58.55	9,587	13,381	7,964	9	10
Andrew Gillum (DEM) . . . . .	21,183	40.07	5,714	9,169	6,272	15	13
Darcy G. Richardson (REF) . . . . .	319	.60	94	99	125	1	0
Kyle "KC" Gibson (NPA) . . . . .	173	.33	66	41	65	0	1
Ryan Christopher Foley (NPA) . . . . .	100	.19	29	27	44	0	0
Bruce Stanley (NPA) . . . . .	90	.17	26	24	40	0	0
WRITE-IN . . . . .	47	.09	15	17	15	0	0
Total . . . . .	52,863		15,531	22,758	14,525	25	24
Over Votes . . . . .	200		71	88	41	0	0
Under Votes . . . . .	262		88	90	81	0	3

Attorney General Florida							
(VOTE FOR) 1							
(WITH 25 OF 25 PRECINCTS COUNTED)							
Ashley Moody (REP) . . . . .	32,053	61.06	9,863	13,916	8,255	11	8
Sean Shaw (DEM) . . . . .	19,483	37.11	5,136	8,466	5,852	14	15
Jeffrey Marc Siskind (NPA) . . . . .	960	1.83	372	312	274	0	2
Total . . . . .	52,496		15,371	22,694	14,381	25	25
Over Votes . . . . .	6		3	2	1	0	0
Under Votes . . . . .	822		315	240	265	0	2

SUMMARY REPT-GROUP DETAIL

2018 General Election  
Flagler County, FL  
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	TOTAL VOTES	%	Elec Day	EarlyVote	VBM	Provision	Uns. 10dy
Chief Financial Officer Florida							
(VOTE FOR) 1							
(WITH 25 OF 25 PRECINCTS COUNTED)							
Jimmy Patronis (REP) . . . . .	31,151	60.26	9,682	13,569	7,878	11	11
Jeremy Ring (DEM) . . . . .	20,499	39.66	5,464	8,817	6,192	13	13
WRITE-IN . . . . .	41	.08	17	10	14	0	0
Total . . . . .	51,691		15,163	22,396	14,084	24	24
Over Votes . . . . .	7		2	5	0	0	0
Under Votes . . . . .	1,626		524	535	563	1	3

Commissioner of Agriculture Florida							
(VOTE FOR) 1							
(WITH 25 OF 25 PRECINCTS COUNTED)							
Matt Caldwell (REP) . . . . .	30,638	58.96	9,420	13,362	7,833	11	12
Nicole "Nikki" Fried (DEM) . . . . .	21,325	41.04	5,798	9,120	6,381	13	13
Total . . . . .	51,963		15,218	22,482	14,214	24	25
Over Votes . . . . .	1		0	0	1	0	0
Under Votes . . . . .	1,361		472	454	432	1	2

State Representative, District 24 Flagler							
(VOTE FOR) 1							
(WITH 25 OF 25 PRECINCTS COUNTED)							
Paul Renner (REP) . . . . .	30,749	59.48	9,412	13,386	7,930	11	10
Adam Morley (DEM) . . . . .	20,951	40.52	5,763	8,920	6,241	13	14
Total . . . . .	51,700		15,175	22,306	14,171	24	24
Over Votes . . . . .	7		3	3	1	0	0
Under Votes . . . . .	1,617		511	627	475	1	3

Board of County Commissioners, District 2 Flagler							
(VOTE FOR) 1							
(WITH 25 OF 25 PRECINCTS COUNTED)							
Greg Hansen (REP) . . . . .	31,991	64.03	9,705	13,978	8,288	10	10
Dennis McDonald (NPA) . . . . .	17,970	35.97	5,001	7,555	5,390	12	12
Total . . . . .	49,961		14,706	21,533	13,678	22	22
Over Votes . . . . .	1		1	0	0	0	0
Under Votes . . . . .	3,362		982	1,403	969	3	5

Board of County Commissioners, District 4 Flagler

(VOTE FOR) 1  
(WITH 25 OF 25 PRECINCTS COUNTED)  
Joe Mullins (REP). . . . . 30,970 61.62 9,622 13,375 7,950 9 14  
Jane Gentile-Youd (NPA). . . . . 19,292 38.38 5,142 8,259 5,871 11 9  
Total . . . . . 50,262 14,764 21,634 13,821 20 23  
Over Votes . . . . . 11 6 4 1 0 0  
Under Votes . . . . . 3,051 919 1,298 825 5 4

Justice Alan Lawson Flagler  
(VOTE FOR) 1  
(WITH 25 OF 25 PRECINCTS COUNTED)  
Yes . . . . . 33,093 72.44 9,450 14,243 9,374 11 15  
No. . . . . 12,590 27.56 3,841 5,503 3,231 10 5  
Total . . . . . 45,683 13,291 19,746 12,605 21 20  
Over Votes . . . . . 17 7 10 0 0 0  
Under Votes . . . . . 7,624 2,391 3,180 2,042 4 7

SUMMARY REPT-GROUP DETAIL 2018 General Election  
Flagler County, FL  
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Run Date:11/17/18 06:05 PM

	TOTAL VOTES	%	Elec Day	EarlyVote	VBM	Provision	Uns. 10dy
Judge Eric Eisnaugle Florida							
(VOTE FOR) 1							
(WITH 25 OF 25 PRECINCTS COUNTED)							
Yes . . . . .	30,110	66.68	8,865	13,033	8,185	12	15
No. . . . .	15,048	33.32	4,253	6,451	4,332	7	5
Total . . . . .	45,158		13,118	19,484	12,517	19	20
Over Votes . . . . .	11		6	5	0	0	0
Under Votes . . . . .	8,155		2,565	3,447	2,130	6	7

Circuit Judge, 7th Judicial Circuit, Group 15 Flagler  
(VOTE FOR) 1  
(WITH 25 OF 25 PRECINCTS COUNTED)  
Linda L. Gaustad . . . . . 27,729 63.13 8,000 12,004 7,698 15 12  
Ryan Will . . . . . 16,198 36.87 4,676 6,902 4,605 6 9  
Total . . . . . 43,927 12,676 18,906 12,303 21 21  
Over Votes . . . . . 12 4 7 1 0 0  
Under Votes . . . . . 9,385 3,009 4,023 2,343 4 6

School Board, District 2 Flagler  
(VOTE FOR) 1  
(WITH 25 OF 25 PRECINCTS COUNTED)  
John Fischer . . . . . 22,789 49.64 7,085 10,096 5,590 10 8  
Janet O. McDonald. . . . . 23,115 50.36 6,289 9,695 7,105 11 15  
Total . . . . . 45,904 13,374 19,791 12,695 21 23  
Over Votes . . . . . 5 3 2 0 0 0  
Under Votes . . . . . 7,415 2,312 3,143 1,952 4 4

City of Palm Coast Council Member, District 2  
City of Palm Coast  
(VOTE FOR) 1  
(WITH 19 OF 19 PRECINCTS COUNTED)  
Jack D. Howell. . . . . 19,171 55.89 5,431 8,798 4,923 10 9  
Jon Netts . . . . . 15,129 44.11 4,015 6,850 4,251 5 8  
Total . . . . . 34,300 9,446 15,648 9,174 15 17  
Over Votes . . . . . 17 4 11 2 0 0  
Under Votes . . . . . 5,390 1,723 2,463 1,196 3 5

City of Palm Coast Council Member, District 4  
City of Palm Coast  
(VOTE FOR) 1  
(WITH 19 OF 19 PRECINCTS COUNTED)  
Eddie Branquinho . . . . . 19,580 56.87 5,543 9,046 4,974 8 9  
John E. Tipton IV. . . . . 14,852 43.13 3,959 6,762 4,114 8 9  
Total . . . . . 34,432 9,502 15,808 9,088 16 18  
Over Votes . . . . . 9 1 8 0 0 0  
Under Votes . . . . . 5,266 1,670 2,306 1,284 2 4

Dunes Community Development District, Seat 5 1 Dunes  
(VOTE FOR) 1  
(WITH 1 OF 1 PRECINCTS COUNTED)  
George DeGiovanni . . . . . 920 59.24 134 455 331 0 0  
Richard DeMatteis. . . . . 633 40.76 93 333 204 2 1  
Total . . . . . 1,553 227 788 535 2 1  
Over Votes . . . . . 0 0 0 0 0 0  
Under Votes . . . . . 298 59 147 92 0 0

SUMMARY REPT-GROUP DETAIL 2018 General Election  
Flagler County, FL  
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	TOTAL VOTES	%	Elec Day	EarlyVote	VBM	Provision	Uns. 10dy
No. 1 Florida							
(VOTE FOR) 1							
(WITH 25 OF 25 PRECINCTS COUNTED)							
Yes . . . . .	32,616	63.85	9,278	13,894	9,419	15	10
No. . . . .	18,470	36.15	5,639	8,169	4,641	7	14
Total . . . . .	51,086		14,917	22,063	14,060	22	24
Over Votes . . . . .	36		17	18	1	0	0
Under Votes . . . . .	2,202		755	855	586	3	3

No. 2 Florida							
(VOTE FOR) 1							
(WITH 25 OF 25 PRECINCTS COUNTED)							
Yes . . . . .	34,465	68.37	10,061	14,797	9,577	13	17
No. . . . .	15,942	31.63	4,626	7,003	4,294	11	8
Total . . . . .	50,407		14,687	21,800	13,871	24	25
Over Votes . . . . .	23		15	7	1	0	0

Under Votes . . . . .	2,894		987	1,129	775	1	2
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No. 3 Florida  
(VOTE FOR) 1  
(WITH 25 OF 25 PRECINCTS COUNTED)

Yes . . . . .	38,710	74.78	11,037	16,552	11,083	21	17
No. . . . .	13,052	25.22	4,123	5,756	3,161	4	8
Total . . . . .	51,762		15,160	22,308	14,244	25	25
Over Votes . . . . .	25		12	11	2	0	0
Under Votes . . . . .	1,537		517	617	401	0	2

No. 4 Florida  
(VOTE FOR) 1  
(WITH 25 OF 25 PRECINCTS COUNTED)

Yes . . . . .	31,213	60.62	9,104	13,303	8,768	18	20
No. . . . .	20,279	39.38	5,968	8,879	5,421	7	4
Total . . . . .	51,492		15,072	22,182	14,189	25	24
Over Votes . . . . .	14		9	4	1	0	0
Under Votes . . . . .	1,818		608	750	457	0	3

No. 5 Florida  
(VOTE FOR) 1  
(WITH 25 OF 25 PRECINCTS COUNTED)

Yes . . . . .	36,474	72.12	10,559	15,405	10,479	20	11
No. . . . .	14,098	27.88	4,215	6,382	3,483	5	13
Total . . . . .	50,572		14,774	21,787	13,962	25	24
Over Votes . . . . .	16		10	6	0	0	0
Under Votes . . . . .	2,736		905	1,143	685	0	3

No. 6 Florida  
(VOTE FOR) 1  
(WITH 25 OF 25 PRECINCTS COUNTED)

Yes . . . . .	33,027	65.14	9,964	13,873	9,162	16	12
No. . . . .	17,674	34.86	4,867	7,974	4,813	8	12
Total . . . . .	50,701		14,831	21,847	13,975	24	24
Over Votes . . . . .	19		13	6	0	0	0
Under Votes . . . . .	2,604		845	1,083	672	1	3

SUMMARY REPT-GROUP DETAIL  
2018 General Election  
Flagler County, FL  
OFFICIAL  
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	TOTAL VOTES	%	Elec Day	EarlyVote	VBM	Provision	Uns. 10dy
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No. 7 Florida  
(VOTE FOR) 1  
(WITH 25 OF 25 PRECINCTS COUNTED)

Yes . . . . .	34,197	67.72	10,583	14,122	9,459	19	14
No. . . . .	16,297	32.28	4,211	7,650	4,423	3	10
Total . . . . .	50,494		14,794	21,772	13,882	22	24
Over Votes . . . . .	14		9	5	0	0	0
Under Votes . . . . .	2,816		886	1,159	765	3	3

No. 9 Florida  
(VOTE FOR) 1  
(WITH 25 OF 25 PRECINCTS COUNTED)

Yes . . . . .	32,539	64.34	9,405	13,573	9,529	15	17
No. . . . .	18,031	35.66	5,379	8,205	4,431	9	7
Total . . . . .	50,570		14,784	21,778	13,960	24	24
Over Votes . . . . .	42		14	23	5	0	0
Under Votes . . . . .	2,712		891	1,135	682	1	3

No. 10 Florida  
(VOTE FOR) 1  
(WITH 25 OF 25 PRECINCTS COUNTED)

Yes . . . . .	33,006	67.14	9,805	13,851	9,321	15	14
No. . . . .	16,152	32.86	4,532	7,348	4,256	6	10
Total . . . . .	49,158		14,337	21,199	13,577	21	24
Over Votes . . . . .	24		5	17	2	0	0
Under Votes . . . . .	4,142		1,347	1,720	1,068	4	3

No. 11 Florida  
(VOTE FOR) 1  
(WITH 25 OF 25 PRECINCTS COUNTED)

Yes . . . . .	30,642	63.38	8,749	13,093	8,767	18	15
No. . . . .	17,705	36.62	5,356	7,806	4,531	5	7
Total . . . . .	48,347		14,105	20,899	13,298	23	22
Over Votes . . . . .	13		7	5	1	0	0
Under Votes . . . . .	4,964		1,577	2,032	1,348	2	5

No. 12 Florida  
(VOTE FOR) 1  
(WITH 25 OF 25 PRECINCTS COUNTED)

Yes . . . . .	40,287	80.37	11,775	17,037	11,439	21	15
No. . . . .	9,840	19.63	2,820	4,594	2,414	3	9
Total . . . . .	50,127		14,595	21,631	13,853	24	24
Over Votes . . . . .	19		10	8	1	0	0
Under Votes . . . . .	3,178		1,084	1,297	793	1	3

No. 13 Florida  
(VOTE FOR) 1  
(WITH 25 OF 25 PRECINCTS COUNTED)

Yes . . . . .	35,413	69.26	9,875	15,154	10,349	17	18
No. . . . .	15,717	30.74	5,106	6,835	3,762	8	6
Total . . . . .	51,130		14,981	21,989	14,111	25	24
Over Votes . . . . .	18		9	8	1	0	0
Under Votes . . . . .	2,176		699	939	535	0	3

SUMMARY REPT-GROUP DETAIL  
2018 General Election  
Flagler County, FL  
Report EL45A Page 006

## OFFICIAL

Run Date:11/17/18 06:05 PM

	TOTAL VOTES	%	Elec Day	EarlyVote	VBM	Provision	Uns. 10dy
City Charter Amendment 1 City of Palm Coast							
(VOTE FOR) 1							
(WITH 19 OF 19 PRECINCTS COUNTED)							
Yes . . . . .	28,367	79.84	7,678	12,840	7,822	11	16
No. . . . .	7,161	20.16	2,131	3,417	1,609	3	1
Total . . . . .	35,528		9,809	16,257	9,431	14	17
Over Votes . . . . .	13		5	8	0	0	0
Under Votes . . . . .	4,166		1,359	1,857	941	4	5
City Charter Amendment 2 City of Palm Coast							
(VOTE FOR) 1							
(WITH 19 OF 19 PRECINCTS COUNTED)							
Yes . . . . .	28,351	79.54	7,723	12,867	7,736	10	15
No. . . . .	7,292	20.46	2,105	3,459	1,721	5	2
Total . . . . .	35,643		9,828	16,326	9,457	15	17
Over Votes . . . . .	11		2	8	1	0	0
Under Votes . . . . .	4,053		1,343	1,788	914	3	5
City Charter Amendment 3 City of Palm Coast							
(VOTE FOR) 1							
(WITH 19 OF 19 PRECINCTS COUNTED)							
Yes . . . . .	29,392	81.48	7,990	13,384	7,989	13	16
No. . . . .	6,681	18.52	1,955	3,168	1,555	2	1
Total . . . . .	36,073		9,945	16,552	9,544	15	17
Over Votes . . . . .	7		4	3	0	0	0
Under Votes . . . . .	3,627		1,224	1,567	828	3	5

-E

## City of Palm Coast, Florida Agenda Item

Agenda Date: 11/13/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	4690	<b>Account</b>
<b>Subject</b>	RESOLUTION 2018-XX APPROVING THE FLAGLER COUNTY ASSOCIATION OF REALTORS HOME FOR THE HOLIDAYS EVENT	
<b>Background :</b> <b><u>UPDATE FROM THE NOVEMBER 13, 2018 WORKSHOP</u></b> This item was heard by City Council at their November 13, 2018 Workshop. There were no changes suggested to this item.  <b><u>ORIGINAL BACKGROUND FROM THE NOVEMBER 13, 2018 WORKSHOP</u></b> The Flagler County Association of Realtors is seeking a partnership with the City for their Home for Holidays event to enhance and promote growth our community. The Home for the Holidays event is targeting a usually slower time for home sales and, through a coordinated marketing effort, hopes to increase exposure to potential buyers looking to relocate to Palm Coast.		
<b>Recommended Action :</b> Adopt Resolution 2018-XX approving the Flagler County Association of Realtors Home for the Holidays Event.		

**RESOLUTION 2018-\_\_\_\_**  
**FLAGLER COUTY ASSOCIATION OF REALTORS**  
**HOME FOR THE HOLIDAYS EVENT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, RELATING TO THE FLAGLER COUNTY ASSOICATION OF REALTORS HOME FOR THE HOLIDAYS EVENT; PROVIDING POLICY DIRECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Flagler County Association of Realtors is seeking a partnership between the public, the City of Palm Coast (the “City”) for their Home for Holidays event, which seeks to enhance and promote growth within Flagler County; and

**WHEREAS**, the Flagler County Association of Realtor’s Home for the Holidays event is tasked with creating an atmosphere for residential growth, through economic expansion reflecting the high quality of life in the City, by encouraging the promotion, retention, and expansion of industry and business by bringing attention to housing opportunities, as well as actively and aggressively attracting new business and jobs to the City and the County; and

**WHEREAS**, the City is a principal partner and supporter in the Flagler County Association of Realtors Home for the Holidays event; and

**WHEREAS**, the City recognizes that economic development success is a major key to maintaining the health of a growing community which is capable of continuing to prosper over time; and

**WHEREAS**, the City recognizes that the Flagler County Association of Realtors Home for the Holidays event provides an opportunity for economic development to the City due to marketing efforts of the Flagler County Association of Realtors members to market our area, its quality of life, and housing opportunities to possible buyers all over the nation and world; and

**WHEREAS**, the City desires to participate with Flagler County Association of Realtors Home for the Holidays event to help more people “Find their Florida” in Palm Coast.

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

**SECTION 1. PARTNERSHIP RESPONSIBILITIES FOR THE CITY.**

(a) The City Council of the City of Palm Coast hereby provides for the following policy direction to the City Manager:

1. Dates and pertinent information relating to the Home for the Holidays event shall be published in the “Palm Coaster” Newsletter.
2. Staff shall assist the Flagler County Association of Realtors relating to signage and permitting for the Home for the Holidays event.
3. Announcements relating to the Home for the Holidays event shall be placed on the City website.
4. The City will allow use of six (6) utility poles, subject to availability and designated by City staff, on Palm Coast Parkway, for the hanging of banner signs provided by the Flagler County Association of Realtors Home for the Holidays event, as a City sponsored event, for a period not to exceed 30 days.
5. The Home for the Holidays event shall be allowed to use the City of Palm Coast logo(s) on the above-noted advertisements, signs and/or banners.

(b) The Flagler County Association of Realtors will:

1. Place the City of Palm Coast logo marketing materials for the Home for the Holidays event.
2. Indicate that the City of Palm Coast is a “partner” for the Home for the Holidays event in marketing materials.
3. Place the City of Palm Coast logo on all Home for the Holidays event signage.

(c) The City Council of the City of Palm Coast hereby authorizes the City Manager to enter, as needed, into agreements to facilitate the above referenced annual events.

**SECTION 2. 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 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 approved by the City Council of the City of Palm Coast, Florida, on this 20th day of November 2018.

*ATTEST:*

**CITY OF PALM COAST, FLORIDA**

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

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

Approved as to form and legality:

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



# City of Palm Coast, Florida

## Agenda Item

Agenda Date 11/20/2018

<b>Department</b>	Community Development	<b>Amount</b>	\$36,969.10						
<b>Item Key</b>		<b>Account</b>	#54205511-063000-55232						
<b>Subject</b>	RESOLUTION 2018-XX APPROVING A WORK ORDER WITH DRMP, INC., TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE REPLACEMENT OF A BELLE TERRE BOULEVARD CULVERT								
<b>Background :</b> <b><u>UPDATE FROM THE NOVEMBER 13, 2018 WORKSHOP</u></b> This item was heard by City Council at their November 13, 2018 Workshop. There were no changes suggested to this item.  <b><u>ORIGINAL BACKGROUND FROM THE NOVEMBER 13, 2018 WORKSHOP</u></b> The City is replacing an aging cross-drain consisting of four (4) 48-inch corrugated metal culverts (CMP's) under Belle Terre Boulevard just east of the driveway for Magnolia Trace Boulevard. The following paragraphs describe in more detail the scope of services that are anticipated to be performed by DRMP. Additionally, geotechnical investigation by Universal Engineering Sciences is proposed to confirm subsurface conditions in vicinity of the proposed endwalls, and to determine existing pavement and base conditions for roadway reconstruction.  Under the existing continuing services contract, staff negotiated a scope and fee not-to-exceed \$36,969.10, with DRMP, Inc. Staff determined with DRMP's recent stormwater modeling efforts and familiarity with the system, DRMP is better positioned to provide the design services more quickly and economically. Also, the cost for the design services are reasonable and fair and are consistent with these types of services for a project of this size and scope. Funds for this project have been budgeted for out of FY 2019 control structure replacement account.  <b>SOURCE OF FUNDS WORKSHEET FY 2019</b> <table><tr><td>Impr-Stormwater Belle Terre BLVD 54205511-063000-55232</td><td>\$150,000.00</td></tr><tr><td>Current (WO/Contract).....</td><td><u>\$ 36,969.10</u></td></tr><tr><td><b>Balance</b>.....</td><td><b>\$113,030.90</b></td></tr></table>				Impr-Stormwater Belle Terre BLVD 54205511-063000-55232	\$150,000.00	Current (WO/Contract).....	<u>\$ 36,969.10</u>	<b>Balance</b> .....	<b>\$113,030.90</b>
Impr-Stormwater Belle Terre BLVD 54205511-063000-55232	\$150,000.00								
Current (WO/Contract).....	<u>\$ 36,969.10</u>								
<b>Balance</b> .....	<b>\$113,030.90</b>								
<b>Recommended Action :</b> Adopt Resolution 2018-XX approving a work order with DRMP, Inc., to provide professional engineering services for the replacement of a Belle Terre Boulevard culvert.									

**RESOLUTION 2018 - \_\_\_\_**  
**BELLE TERRE BOULEVARD CULVERT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF WORK ORDER WITH DRMP, INC., TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE REPLACEMENT OF A BELLE TERRE BOULEVARD CULVERT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, DRMP, INC., desires to provide professional engineering services for the replacement of a Belle Terre Boulevard culvert for the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to issue a work order with DRMP, Inc., for the above referenced services.

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

**SECTION 1. APPROVAL OF WORK ORDER.** The City Council of the City of Palm Coast hereby approves the terms and conditions of a work order with DRMP, Inc., as attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 20<sup>th</sup> day of November 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit “A” – Work Order with DRMP, Inc.

Approved as to form and legality

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

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



DATE: 10 / 23 / 2018

Project Manager's Initials MP

SUPPLIER INFORMATION		BID DETAILS	
Name	DRMP	Project Title	Belle Terre Boulevard Culvert Replacement
Street	941 Lake Baldwin Lane	Bid #	RFQ-SW-14-02
City, State, Zip	Orlando, FL 32814	City Council Approval date	12/3/2013

TOTAL COST: \$ 36,969.10  
(must equal amount of Purchase Order)

1. **INCORPORATION BY REFERENCE** The provisions of the agreement dated 10 / 23 / 2018 ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. **METHOD OF COMPENSATION** (chose one): ☐ FIXED FEE ☒ NOT TO EXCEED\*  
Fixed - Amount Proposed is set amount for services - will not change regardless of time. Not to exceed -: Spend over time shall not exceed Total Cost without approved change order
- \*If "NOT TO EXCEED", then TOTAL COST is (chose one): ☒ UNIT BASED ☐ PERCENT OF FIXED FEE \_\_\_%
3. **PRICING** (chose one): ☒ ATTACHED ☐ INCLUDED IN CONTRACT
4. **SCHEDULE** (chose one): ☐ AS NEEDED BASIS ☒ SHALL BE COMPLETED BY 12/31/2018
5. **DESCRIPTION OF SERVICES** (chose one): ☒ ATTACHED ☐ INCLUDED IN CONTRACT
6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** ☐ No ☐ Yes If yes, identify below:  
\_\_\_\_\_  
\_\_\_\_\_
7. **TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work Order and the Agreement.
8. **CONFLICT.** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

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

**SUPPLIER APPROVAL**

By: [Signature]  
Print: JOHN MONTAN  
Title: DEPT. MANAGER  
Date: 10/29/18

**CITY APPROVAL**

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

**PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF PALM COAST  
BELLE TERRE BOULEVARD CULVERT REPLACEMENT  
GENERAL DESCRIPTION OF SERVICES (EXHIBIT A)**

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

**A. PROJECT BACKGROUND**

The City is replacing an aging cross-drain consisting of four (4) 48-inch corrugated metal culverts (CMP's) under Belle Terre Boulevard just east of the driveway for Magnolia Trace Boulevard.

The following paragraphs describe in more detail the scope of services that are anticipated to be performed by DRMP. Additionally, geotechnical investigation by Universal Engineering Sciences is proposed to confirm subsurface conditions in vicinity of the proposed endwalls, and to determine existing pavement and base conditions for roadway reconstruction. A separate proposal from Universal is included in this proposal as **Exhibit D**.

**B. SCOPE OF WORK**

**1.0 Field Review**

A field review will be conducted of the existing culverts to be replaced, adjacent pedestrian bridge, and the contributing area to the culverts.

**2.0 Cross-Drain Analysis and Technical Memorandum**

DRMP will delineate the contributing basin to the culvert crossing to be replaced based on 2017 LiDAR terrain. Land use coverage, soils coverage, and times of concentration will be developed as appropriate to analyze the contributing basin using the CN, rational, or regression method (whichever is most appropriate). Flows for various storms will be determined including the 5-year, 25-year, 50-year, 100-year, and 500-year.

The proposed concrete pipes will be analyzed and compared to the hydraulic performance of the existing CMP's. The intent of the analysis is to confirm the proposed cross-drain will perform the intended drainage function. Note that tailwater conditions will be based on the best information available and may be estimated based on engineering judgement.

DRMP will provide a technical memorandum that documents the analysis and results with color exhibits as needed to depict the basin contributing areas and other project specifics.

**PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF PALM COAST  
BELLE TERRE BOULEVARD CULVERT REPLACEMENT  
GENERAL DESCRIPTION OF SERVICES (EXHIBIT A)**

**3.0 Subsurface Utilities Engineering (SUE)**

Please refer to separate proposal included as **Exhibit C**.

**4.0 Utility Coordination**

DRMP will compile the listing of contact information for utility companies with facilities in the area. DRMP will provide the utility contacts with construction plans for review. DRMP will coordinate with the utility companies for confirmation of the locations and types of facilities present. DRMP will coordinate with the utility contacts to work out plans as necessary to relocate or maintain the utilities in order to construct the proposed drainage facilities. Actual construction plans for the utility relocations are not included in this work.

**5.0 Construction Plans**

DRMP will perform final design of the project based on the topographic survey provided by the City, field geotechnical investigation, cross-drain analysis, and conditions known to exist from data collection. The construction plan set will consist of the following components with the estimated number of plan sheets in parentheses:

- Cover Sheet (1)
- Summary of Quantities/Project Directory (1)
- General Notes (1)
- Project Layout/Survey Data (1)
- Plan Sheet (1" = 40' scale) (1) (with erosion control information)
- Profile Sheet (1)
- Miscellaneous Details (1)

**Total of 7 sheets**

It is anticipated that maintenance of traffic (MOT) will be handled by road closure in general notes and references to FDOT standards. An MOT plan should be provided by the Contractor. Erosion control items for construction and utility relocations (if any by others) will be shown on the plan sheets. Existing guardrail will be replaced as necessary to allow for removal and installation of pipes and endwalls. Details will be provided for connecting existing to proposed guardrail. Special notes may be included to direct the contractor about precautions for working in close proximity to the existing pedestrian bridge and abutments.

Under this task, DRMP will compile a full construction plan set (11" x 17" size) for utilization in the bidding process to procure a contractor. Construction plans will be submitted and reviewed by City personnel at the 90% and final levels of completion. DRMP will also provide estimates of construction cost with the plans submittals. DRMP will meet with City staff to discuss review comments and incorporate modifications into drawings at 90% completion.

**PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF PALM COAST  
BELLE TERRE BOULEVARD CULVERT REPLACEMENT  
GENERAL DESCRIPTION OF SERVICES (EXHIBIT A)**

DRMP will provide preliminary sets of the construction plans at 90% and final levels of completion to all known utilities providers for the area. DRMP will coordinate with utility owners and incorporate additional information into the project design to accommodate protection or relocation of utilities by others.

#### **6.0 Permit Coordination**

It is anticipated this project will qualify for an exemption from SJRWMD under rule 62-330.051, Section (9) or (15). This task involves the time to confirm and document a permit exemption with SJRWMD. Note that no permit or exemption fees are included in this proposal. It is also anticipated that no federal permitting with ACOE or other agencies is necessary.

Please note that based on the preliminary project limits, disturbed project area should remain under the one (1) acre threshold for needing an NPDES Construction General Permit for stormwater during construction.

#### **7.0 Project Management and QA/QC**

DRMP will attend a kick-off, progress meetings as desired by the City, and a final meeting through the course of design. Progress meetings are anticipated to occur as needed to discuss progress and resolve issues. DRMP will keep the City informed about the progress of the design with regular email, telephone calls, and monthly written progress reports.

DRMP will perform QA/QC of the design and construction plans and ensure quality deliverables to the City.

### **C. DELIVERABLES**

DRMP will provide to the City the following deliverables:

1. Five (5) sets of Construction Plan Sets at 90% and final completion
2. Two (2) sets of Cross-Drain Analysis Technical Memorandum
3. One (1) copy of the Construction Cost Estimate at each level of completion
4. Mailed or e-mailed copy of all external correspondence related to the project

### **D. CITY RESPONSIBILITIES**

In order to conduct the scope of work outlined above, the City will provide the following:

1. City to provide topographic survey (including utility locates) of the project area.
2. Separate payment of any permitting or exemption fees.

**PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF PALM COAST  
BELLE TERRE BOULEVARD CULVERT REPLACEMENT  
GENERAL DESCRIPTION OF SERVICES (EXHIBIT A)**

**E. SCHEDULE**

DRMP is prepared to begin work upon approval of this proposal and receipt of the survey CAD files. Anticipated duration for submittal of project documents at 90% completion is **one (1) month** from notice to proceed (NTP) and receipt of the complete survey CAD files. The City will provide comments from the 90% review within **10 days**. Final project documents will be provided within **one (1) month** of receipt of the 90% review. The above-outlined schedule is based on securing a SJRWMD permit exemption for the project.

**F. COMPENSATION**

Compensation for this Scope of Work will be paid on a not-to-exceed basis, in the amount of **\$36,696.10** as detailed in **Exhibit B** with estimated manhours for each task and hourly rates of staff. The project will be invoiced to the City on a monthly basis based on manhours spent at the time of billing.



**Exhibit B**  
**City of Palm Coast**  
**Belle Terre Boulevard Culvert Replacement**  
**Compensation Breakdown**

**DRMP Salary Cost**

Title/Job Description	Division Manager Hours	Project Manager Hours	Project Engineer Hours	GIS Analyst Hours	Administrative Support Hours	Line Item Hours	Line Item Costs
Personnel Hourly Rate	\$185.00	\$145.00	\$115.00	\$80.00	\$60.00		
<b>Element and Task Descriptions</b>							
1.0 Field Review	6	0	6	0	0	12	\$1,800.00
2.0 Cross-Drain Analysis and Technical Memorandum	4	0	32	10	2	48	\$5,340.00
3.0 Subsurface Utilities Engineering (SUE)	See attached fee breakdown						\$5,685.00
4.0 Utility Coordination	2	0	16	0	4	22	\$2,450.00
5.0 Construction Plans	8	0	62	36	0	106	\$11,490.00
6.0 Permit Coordination	2	0	6	2	2	12	\$1,340.00
7.0 Project Management and QA/QC	18	0	0	0	0	18	\$3,418.80
<b>Total Hours</b>	40	0	122	48	8		
<b>Total Costs by Category</b>	\$7,488.80	\$0.00	\$14,030.00	\$3,840.00	\$480.00		
DRMP Salary Cost						218	\$31,523.80

**DRMP Reimbursables**

Description	Unit Cost	No.	Cost	Notes
Mileage	\$ 0.55	510	\$ 280.50	per mile, estimated 3 trips
Xerox - 11x17 Plans	\$ 0.45	280	\$ 126.00	estimated 40 sets
Xerox - 8.5x11 Color	\$ 0.31	180	\$ 55.80	estimated 6 sets

Reimbursable Cost \$ 462.30

**Total Fee Computations**

DRMP Salary NTE Cost	\$31,523.80
Geotechnical Investigation by Universal Engineering Sciences, Inc.	\$4,710.00
Reimbursable Cost	\$462.30
<b>Total Cost</b>	<b>\$36,696.10</b>

**PRINCIPALS**

Wayne D. Chalifoux  
Donaldson K. Barton, Jr.  
Glenn J. Lusink  
Jon S. Meadows  
Mark D. Prochak  
Mark E. Puckett  
Lawrence L. Smith, Jr.



September 16, 2018

John Minton Jr. PE, CFM  
DRMP  
941 Lake Baldwin Lane  
Orlando, Florida 32814  
Office: 407-896-0594  
Direct: 321-663-8526

**Sent via. [jminton@drmp.com](mailto:jminton@drmp.com)**

**Subject: Subsurface Utility Engineering Services, Belle Terra Culvert Replacement, North of Magnolia Trace Boulevard, Palm Coast, Florida**

Mr. Minton:

DRMP, Inc. (DRMP) is pleased to submit the following proposal for Subsurface Utility Engineering Services on the above subject project.

The following is our proposal:

**PART I SUBSURFACE UTILITY TEST HOLES (VVHs)**

DRMP will provide utility location vacuum test holes (VVH's) to verify (vertical and horizontal) location of each targeted utility. This proposal assumes we will dig up to 10 VVH's with possibly 4 being under hard surfaces pavement. The location of these VVH's will be provided to DRMP, prior to beginning work, via a scalable drawing that shows the proposed position or a list of the holes with coordinate values with project control or both. DRMP will take detailed notes regarding the type, size, depth and ownership of the utilities, if known. This information shall be documented utilizing a subsurface utility form. All efforts will be performed in accordance with the Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes. All work shall conform to CI/ASCE 38 -02 utilizing quality level A and B.

**PART II SURVEYING SERVICES**

DRMP will provide surveying services to locate the soft dig holes. We will provide the engineer with a CAD file containing the VVH's, including the location and elevation of each hole.

**PART III COMPENSATION SUMMARY AND TERMS**

The following summarizes the fees and billing terms as proposed by DRMP for the Scope of Services as presented herein. Please note billing terms for direct expenses. All additional meetings as requested by the Client will be invoiced hourly.

**OFFICES**  
Boca Raton, Florida  
Charlotte, North Carolina  
Chipley, Florida  
Fort Myers, Florida  
Gainesville, Florida  
Jacksonville, Florida  
Lakeland, Florida  
Melbourne, Florida  
Orlando, Florida  
Panama City, Florida  
Pensacola, Florida  
Raleigh, North Carolina  
Tallahassee, Florida  
Tampa, Florida

1.833.811.3767  
[www.DRMP.com](http://www.DRMP.com)



The fee is as follows:

Item Description	Rate	Quantity	Fee
<b>SET UP</b>			
PLS	\$135.00 per hour	2	\$ 270.00
SUE Technician	\$100.00 per hour	5	\$ 500.00
Clerical	\$65.00 per hour	1	\$ 65.00
SURVEY	\$150.00 per hour	5	\$ 750.00
<b>Vacuum Test Holes</b>			
Test Holes (Soft Surface)	\$350.00 each	*6	\$ 2,100.00
Test Holes (Hard Surface)	\$500.00 each	*4	\$ 2,000.00
<b>Limiting Amount Total</b>			<b>\$ 5,685.00</b>

\*Subsurface Utility VVH's quantities of are an estimate based on information provided by client. Only actual services used will be considered as billable. A minimum of five (5) Pot/Test-Holes are required to cover mobilization costs. A mobilization cost of \$400.00 will be charged if the minimum of five (5) VVHs are not authorized.

Sincerely,  
**DRMP, Inc.**

A handwritten signature in black ink, appearing to read "C. William Faust, III".

C. William Faust, III, PSM  
Jacksonville Survey Manager



# UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Sciences  
Geophysical Services • Construction Materials Testing • Threshold Inspection  
Building Inspection • Plan Review • Building Code Administration

## LOCATIONS:

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- Rockledge
- Sarasota
- St. Petersburg
- Tampa
- Tifton
- West Palm Beach

October 10, 2018

DRMP, Inc.  
941 Lake Baldwin Lane  
Orlando, FL 32814

Attention: Mr. Mr. John L. Minton Jr., P.E.

Reference: **Proposal for Geotechnical Exploration**  
Professional Geotechnical Stormwater Engineering Services  
Palm Coast, Flagler County, Florida  
UES Proposal No.: 2018D-947  
UES Opportunity No.: 0430.1018.00020

**Exhibit D**

Dear Mr. Minton:

Universal Engineering Sciences, Inc. (UES) is pleased to submit our proposal to conduct a Geotechnical Exploration for the above-referenced property in Palm Coast, Florida. Our understanding of this project, with our proposed scope of services and costs, is presented in the following paragraphs.

## PROJECT UNDERSTANDING

We understand that this project will consist of the replacement to four (4) 48-inch diameter culverts under Belle Terre Boulevard in Palm Coast, Florida. We were provided with a copy of the Conceptual Site Plan by you showing the proposed improvements. We also understand that the pipe installation will require a cut up to 7 feet deep for a temporary sheet pile wall and new concrete headwall at the project site.

Universal Engineering Sciences (UES) has been asked to perform a geotechnical exploration to evaluate the subsurface conditions on the subject for the proposed site improvements. Our proposed scope of work does not include an environmental assessment of the property.

This proposal assumes that the test boring locations will be readily accessible using a truck mounted drilling rig.

Our proposal does not include an allowance for horizontal and vertical survey control for the test boring locations. Our field crew will locate the test locations based upon estimated distances and relationships to obvious landmarks. Therefore, the test locations and depths should be considered accurate to the degree of the methodologies used.

Our scope of work has not been designed to evaluate of the deep subsurface soils with respect to the potential for sinkhole activity at the subject site. This requires a more thorough scope of work than proposed including geophysical studies (i.e. ground penetrating radar and electrical resistivity testing) and deep soil borings extending to the limestone bedrock formation. However, we will be glad to furnish you with a proposal for these services upon request.

UES will contact Sunshine State One Call (1-800-432-4770) for public utility clearance prior to the start of drilling activities. It is our experience that this service does not mark the locations of privately owned utilities. Our proposal requires that private utility lines and other subsurface appurtenances be located in the field by others prior to our mobilization. UES shall not be held responsible for service interruptions or damage to private utility lines or other buried structures. Further we have assumed that there is no hazardous materials contamination at the site and no major utility lines crossing the subject site. In the



event they exist, please inform us so that we may make arrangements for taking adequate precautions and locating the utilities on the site, prior to the drilling operations.

Due to the nature of the equipment required to perform the test borings, some property disturbance should be expected. Our proposal does include limited site clean up including backfilling the boreholes with sand for safety considerations. No other restoration services (i.e. pressure washing, landscaping, repairing wheel ruts, etc.) are included in this proposal. We understand that rights of entry and access to the property will be provided to us prior to and at commencement of field activities.

Should any of the above information or assumptions made by UES be inconsistent with the planned development and construction, we request that you contact us immediately to allow us the opportunity to review the new information in conjunction with our proposal and revise or modify our scope of service and/or fee estimate accordingly, if needed.

### **GEOTECHNICAL SCOPE OF SERVICES**

Based on our understanding of the project, the proposed scope will consist of:

- Due to accessibility constraints, lane closure will be required for drilling operations;
- Performing two (2), 25-foot deep Standard Penetration Test (SPT) borings in the proposed culvert replacement headwall; and
- Performing one (1), pavement core in the proposed roadway open cut restoration.

Standard Penetration Tests (SPT) will be performed continuously in the upper 10-feet of each boring and on 5-foot centers after that to the bottom of the borings. Each recovered soil sample will be visually classified in the field and a geologic log prepared for the soil borings. Groundwater depth and any unusual subsurface conditions will be recorded on the boring logs. Representative portions of the recovered soil samples from the borings will be sealed and packaged for transportation to our laboratory for a more detailed analysis, as required. All soil samples will be classified in general accordance with ASTM D 2487 (Standard Classification of Soils for Engineering Purposes Unified Soil Classification System) guidelines.

We have not made an allowance for surveying services or an environmental assessment of the property. However, we will be glad to furnish you with a proposal for these services upon request. Further we have assumed that there is no hazardous materials contamination at the site, that there are no major utility lines crossing the subject site and no existing septic systems in the vicinity of our borings. In the event they exist, please inform us so that we may make arrangement for taking adequate precautions and locating the utilities on the site, prior to the drilling operations.

### **Reporting**

At the completion of the field and laboratory testing services, our project engineer will prepare a geotechnical report under the direction of a registered professional engineer who specializes in geotechnical engineering consulting. The report shall contain the following information at a minimum:

- Soil boring logs and classifications
- Existing groundwater levels and estimated seasonal high groundwater levels at the boring locations
- Recommendations for retaining wall design consisting of soil parameters.
- Recommendations for culvert installation and site preparation including excavation, and dewatering.



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## SCHEDULE

Based upon our current backlog at the time of this proposal, we anticipate completing the field exploration and laboratory testing program and issuing a geotechnical report within 3 to 4 weeks upon receipt of written authorization to proceed. Preliminary findings can be provided via email prior to the release of the final report upon completion of the field and laboratory testing program to expedite your civil engineering design schedule.

## FEE & TERMS

Universal Engineering Sciences will complete the Geotechnical scope of work outlined within this proposal for a **LUMP SUM FEE of \$4,710.00**. We will not exceed our budget unless the scope of work is varied or the soil or groundwater conditions encountered are significantly different from those anticipated, in which event you will be notified prior to any increase in costs.

Enclosed you will find our General Contract Conditions with a copy of our Work Authorization/Proposal Acceptance Form. If you would like to proceed, please sign and return an executed copy of the enclosed work authorization form to our office. We will initiate the field work upon receipt of the executed work authorization form.

## CLOSURE

Universal Engineering Sciences, Inc. appreciates this opportunity to offer our services, and we are looking forward to the assignment. Please do not hesitate to contact the undersigned at 386-756-1105 if you have any questions.

Sincerely,  
**Universal Engineering Sciences, Inc.**

Patrick Clark  
Geotechnical Project Manager  
[pclark@universalengineering.com](mailto:pclark@universalengineering.com)

Brian C. Pohl, P.E.  
Branch Manager  
[bpohl@universalengineering.com](mailto:bpohl@universalengineering.com)

## Attachments

PC/BCP/cme

Enclosures: Exhibit I  
General Conditions  
Work Authorization/Proposal Acceptance Form

Distribution: John L. Minton Jr., P.E.

## UNIVERSAL ENGINEERING SCIENCES, INC.

### Work Authorization / Proposal Acceptance Form

**IF PROPOSAL IS ACCEPTED, SIGN BOTH FORMS, RETURN ONE FORM TO UNIVERSAL AND RETAIN ONE FOR YOUR FILES.**

Universal Engineering Sciences, Inc. (**UES**) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

**PROJECT NAME:** Geotechnical Exploration – Professional Geotechnical Stormwater Engineering Services  
**PROJECT LOCATION:** Palm Coast, Florida  
**CLIENT NAME:** DRMP, Inc.  
**CLIENT ADDRESS:** 941 Lake Baldwin Lane, Orlando, FL 32814  
**EMAIL:** jminton@drmp.com

**I. Scope of Services and Understanding of Project (See attached proposal or as indicated below)**

UES PROPOSAL NO.: 2018D-947      UES OPPORTUNITY NO. 0430.1018.00020

**Geotechnical Exploration Program**

**\$4,710.00 LUMP SUM**

**II. Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:**

- A. **UES** General Conditions.      B. **UES** Proposal Dated: October 10, 2018  
C. Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.  
D. Other exhibits marked and described as follows: \_\_\_\_\_

In the event of any inconsistency or conflict among the Contract Documents, the provision in the Contract Document first listed above shall govern.

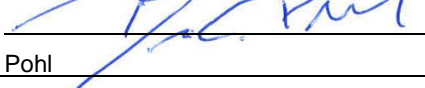
**III. Authority to proceed and for payment. (To be completed by Client)**

If the invoice is to be mailed for approval to someone other than the account charged, please indicate where below:

Firm: \_\_\_\_\_ Social Security Number or  
Federal Identification No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Attention: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives  
this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CLIENT:** \_\_\_\_\_ **UNIVERSAL ENGINEERING SCIENCES, INC.**

**BY (signature):** \_\_\_\_\_ **BY (signature):**   
**NAME:** \_\_\_\_\_ **NAME:** Brian C. Pohl  
**TITLE:** \_\_\_\_\_ **TITLE:** Branch Manager

Return Executed Copy to:  
[ceberhardt@universalengineering.com](mailto:ceberhardt@universalengineering.com)  
Universal Engineering Sciences, Inc.



**EXHIBIT I**  
**Fee Proposal for Geotechnical Exploration**  
Professional Geotechnical Stormwater Engineering Services  
Palm Coast, Flagler County, Florida  
UES Proposal No.: 2018D-947  
UES Opportunity No.: 0430.1018.00020

TASK	QUANTITY	UNIT	UNIT COST	TOTAL COST
<b>PROFESSIONAL SERVICES</b>				
Professional Engineer	3	hrs	\$180.00	\$540.00
Project Engineer	8	hrs	\$95.00	\$760.00
Technical Secretary	2	hrs	\$55.00	\$110.00
M.O.T.	1	day	\$1,200.00	\$1,200.00
<b>SUBTOTAL:</b>				<b>\$2,610.00</b>
<b>SUPPORT SERVICES</b>				
Mobilization / Demobilization	1	l.s.	\$500.00	\$500.00
Asphalt Core	1	l.s.	\$50.00	\$50.00
SPT Borings -2x25'	50	feet	\$11.00	\$550.00
Drill Rig Crew	5	hrs	\$200.00	\$1,000.00
<b>SUBTOTAL:</b>				<b>\$2,100.00</b>
<b>GEOTECHNICAL TOTAL:</b>				<b>\$4,710.00</b>



**PROPOSAL NOTES:**

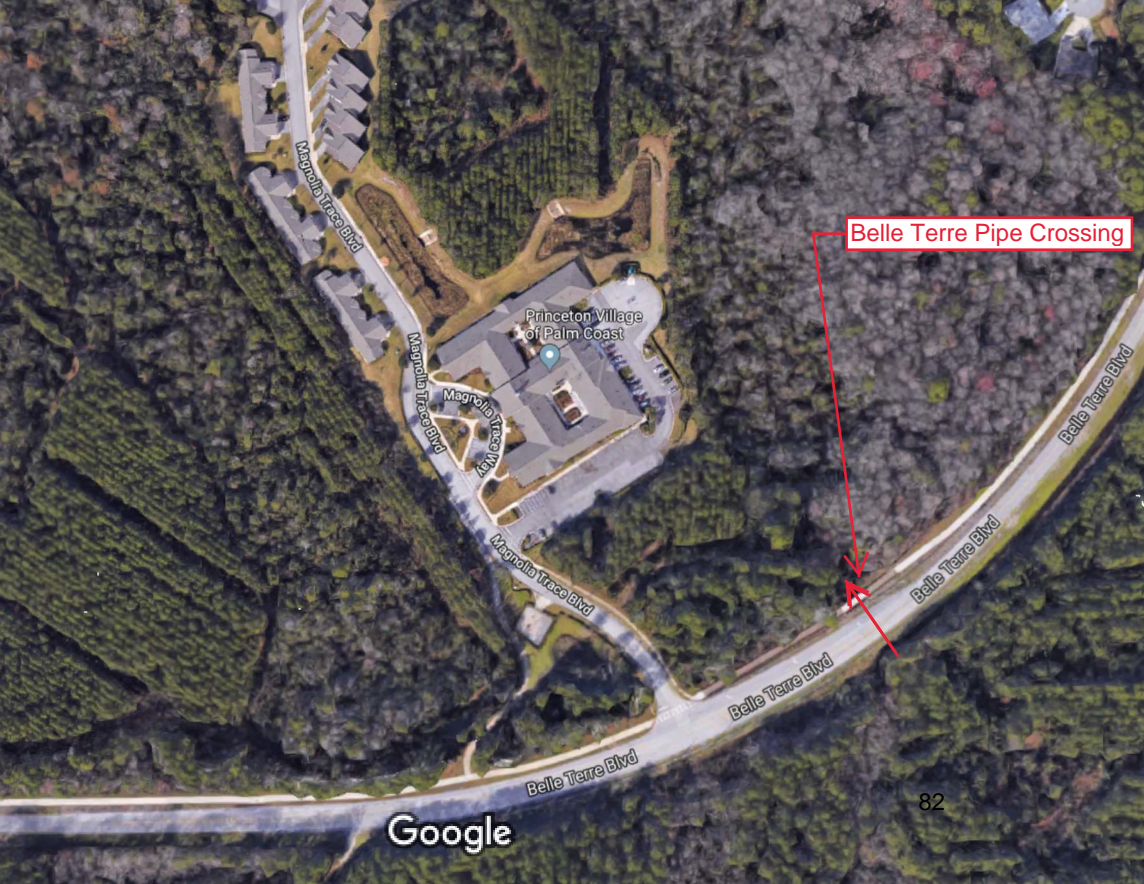
Additional services, consultations, or meetings if requested, will be invoiced at Universal Engineering Sciences' standard rates.

This fee proposal will remain effective for 60 days. If you should require more than 60 days to formally authorize us to proceed, we request that you permit us to update our proposal to account for any changes in costs.

We have made a good faith effort to work with you to develop a work scope and fee estimate. Because of the possibility of unknown, discovered, underground conditions and/or the need for additional services that neither you nor we can currently foresee, we recommend that you budget a contingency equal to 15% of the total fee estimate. We will not use the contingency amount without first notifying you.

The Client will be responsible for all applicable taxes.





Belle Terre Pipe Crossing

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 11/20/2018

<b>Department</b>	Information Technology	<b>Amount</b>	\$150,000
<b>Item Key</b>		<b>Account</b>	#65052525-051020
<b>Subject</b>	RESOLUTION 2018-XX APPROVING A CONTRACT WITH ESRI TO PURCHASE GIS LICENSING SOFTWARE		
<b>Background :</b> <b><u>UPDATE FROM THE NOVEMBER 13, 2018 WORKSHOP</u></b> This item was heard by City Council at their November 13, 2018 Workshop. There were no changes suggested to this item.  <b><u>ORIGINAL BACKGROUND FROM THE NOVEMBER 13, 2018 WORKSHOP</u></b> GIS is responsible for mapping the City of Palm Coast utilizing advanced, geographical data software. The software visually represents complex information in the form of shapes and symbols. Embedded in these shapes and symbols is information that can be viewed as maps, as well as extracted in the form of a word document or graphical chart. From the map itself you can view a district, a zone, a parcel, and an individual plat. All of which can be printed in the form of a drawing along with documentation of legal descriptions, restrictions, ownership etc. The City of Palm Coast has maintained a GIS division since 2004.  The City currently utilizes the ESRI software, a sole source provider. ESRI has been the industry standard for GIS for most governments, including the State of Florida since well before 2004. ESRI, as an owner and manufacturer, provides software maintenance (technical support plus ESRI software updates/upgrades) for ESRI products.  This contract is to provide GIS license software on an unlimited basis including maintenance on all software offered through the EA for the term of the agreement. The contract with the vendor is for a period of 3 years, an expected contract value of \$150,000 with expected annual costs of \$50,000.			
<b>Recommended Action :</b> Adopt Resolution 2018-XX approving a contract with ESRI to purchase GIS licensing software.			

**RESOLUTION 2018 - \_\_\_\_**  
**ESRI**  
**GIS LICENSING SOFTWARE**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A CONTRACT WITH ESRI, FOR THE PURCHASE OF GIS LICENSING SOFTWARE; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** ESRI, desires to provide GIS license software for the City of Palm Coast;  
and

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

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

**SECTION 1. APPROVAL OF CONTRACT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the contract with ESRI for GIS software licensing, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 20<sup>th</sup> day of November 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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MILISSA HOLLAND, MAYOR

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VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit “A” – ESRI Contact.

Approved as to form and legality

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



October 4, 2018

Ms. Cathleen Almberg  
City of Palm Coast  
160 Lake Ave Ste 237  
Palm Coast, FL 32164-2417

Dear Cathleen,

The Esri Small Municipal and County Government Enterprise Agreement (EA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the EA for the term of the agreement. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise agreement.

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.
- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order: **"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."** Have it signed by an authorized representative of the organization.
2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri  
Attn: Customer Service SG-EA  
380 New York Street  
Redlands, CA 92373-8100

e-mail: [service@esri.com](mailto:service@esri.com) fax  
documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Robyn Garrett  
[rgarrett@esri.com](mailto:rgarrett@esri.com)  
704-541-9810 \*1-8640



Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: 909-793-2853 Fax: 909-307-3049  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.*  
*Quote is valid from: 10/04/2018 To: 01/02/2019*

## Quotation # 20538040

Date: October 4, 2018

Customer # 277477 Contract # 336719

City of Palm Coast  
IT & Comm Dept  
160 Lake Ave Ste 237  
Palm Coast, FL 32164-2417

ATTENTION: Cathleen Almberg  
PHONE: (386) 986-3741  
FAX:

Material	Qty	Description	Unit Price	Total
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement First year payment	50,000.00	50,000.00
			Item Total:	50,000.00
			Subtotal:	50,000.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$50,000.00

This is a three year contract for the total of \$150,000. The first year payment of \$50,000 is due on receipt of the signed contract with the following years being billed annually.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**For questions contact:** Robyn Garrett

**Email:** [rgarrett@esri.com](mailto:rgarrett@esri.com)

**Phone:** (704) 541-9810 x8640

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/legla/supplemental-terms-and-conditions> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. The quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

***If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076***



**Esri Use Only:**  
 Cust. Name City of Palm Coast  
 Cust. # 277477  
 PO # \_\_\_\_\_  
 Esri Agreement # 336719



## **SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-3)**

This Agreement is by and between the organization identified in the Quotation ("Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
 List of Products**

### **Uncapped Quantities**

#### **Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced  
 ArcGIS Desktop Standard  
 ArcGIS Desktop Basic  
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

#### **Enterprise Software and Extensions**

ArcGIS Enterprise and Workgroup (Advanced and Standard)  
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

#### **Enterprise Optional Servers**

ArcGIS Image Server

### **Developer Tools**

ArcGIS Engine  
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics  
 ArcGIS Runtime (Standard)  
 ArcGIS Runtime Analysis Extension

### **Limited Quantities**

One (1) Professional subscription to ArcGIS Developer\*  
 Two (2) Esri CityEngine Advanced Single Use Licenses  
 250 Level 1 ArcGIS Online Named Users  
 250 Level 2 ArcGIS Online Named Users  
 37,500 ArcGIS Online Service Credits  
 250 Level 2 ArcGIS Enterprise Named Users  
 5 Insights for ArcGIS for use with ArcGIS Enterprise

## **OTHER BENEFITS**

Number of Esri User Conference registrations provided annually	<b>4</b>
Number of Tier 1 Help Desk individuals authorized to call Esri	<b>4</b>
Maximum number of sets of backup media, if requested**	<b>2</b>
Self-Paced e-Learning	<b>Uncapped</b>
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package)	

\*Maintenance is not provided for these items

\*\*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with a signed sales quotation, purchase order, or other document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of Customer's Ordering Document incorporating this Agreement by reference, unless otherwise agreed to by the parties ("Effective Date").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

**ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.**

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_  
Authorized Signature

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

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

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

~~ENVIRONMENTAL RESEARCH SYSTEMS INSTITUTE,  
INC.~~

(Esri)

By: T-B  
Authorized Signature

Printed Name: Timothy Brazeal  
Manager, Commercial & Government Contracts

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

Date: 11/5/2018

#### CUSTOMER CONTACT INFORMATION

Contact: \_\_\_\_\_

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

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

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): \_\_\_\_\_



## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

- 3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—PRODUCT UPDATES

- 4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

- 4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.



5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.
- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering

Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
  - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
  - (2) Order number
  - (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

**9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

**Addendum A – City of Palm Coast, Florida SGEA**

**8.0 – Ordering, Administrative, Procedures, Delivery, and Deployment**

**8.1 Orders, Delivery, and Deployment**

b. Undisputed invoices will be due and payable in accordance with the Florida Prompt Payment Act Florida Statute § 218.70. Esri's federal ID number is 95-2775-732.

**9.4 PUBLIC RECORDS**

Pursuant to Florida Statutes §119.0701, to the extent ESRI is performing services on behalf of City, ESRI shall:

- A. Keep and maintain public records required by City to perform the service;
- B. 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, Florida Statutes or as otherwise provided by law;
- C. 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 EA Term and following completion of the EA if ESRI does not transfer the records to City; and
- D. Upon completion of the EA, transfer, at no cost, to City all public records in possession of ESRI or keep and maintain public records required by City to perform the service. If ESRI transfers all public records to City upon completion of the EA, ESRI shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ESRI keeps and maintains public records upon completion of the EA, ESRI 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 that is compatible with the information technology systems of County.

**IF ESRI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS EA, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, vsmith@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.**

**9.5 NO IMPLIED WAIVERS**

Nothing herein shall be interpreted as a waiver of City's rights, including the limitations of the waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statutes, and City expressly reserves these rights to the full extent allowed by law.

Accepted and Agreed:

CITY OF PALM COAST, FLORIDA

(Customer)

By: \_\_\_\_\_  
Authorized Signature

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

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

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

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

(Esri)

By: 73 \_\_\_\_\_  
Authorized Signature

Printed Name: Timothy Brazeal  
Manager, Commercial & Government Contracts

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

Date: NOVEMBER 5, 2018

## City of Palm Coast, Florida Agenda Item

Agenda Date: 11/20/2018

<b>Department</b>	FINANCIAL SERVICES	<b>Amount</b>	\$45,000
<b>Item Key</b>	4643	<b>Account</b>	54012420-034000 10016056-034000
<b>Subject</b>	RESOLUTION 2018 – XX APPROVING CONTRACT WITH BRINKS FOR ARMORED CAR CASH TRANSPORT SERVICES		
<b>Background :</b> <b><u>UPDATE FROM THE NOVEMBER 13, 2018 WORKSHOP</u></b> This item was heard by City Council at their November 13, 2018 Workshop. There were no changes suggested to this item.  <b><u>ORIGINAL BACKGROUND FROM THE NOVEMBER 13, 2018 WORKSHOP</u></b> The City has a need to securely transport cash received from various locations throughout the City. Staff solicited quotes from vendors. Brinks was the only vendor able to provide the services needed in our area.  This contract is to provide armored car cash transport services at different locations within the City. The contract with the vendor is for a period of 3 years, an expected contract value of \$45,000 with expected annual costs of \$15,000. These funds are budgeted for FY 2018-2019.  The contract start date will be modified based on the final date of execution of the contract.			
<b>Recommended Action :</b> Adopt Resolution 2018-XX approving contract with Brinks for Armored Car Cash Transport Services.			



**RESOLUTION 2018 - \_\_\_\_**  
**ARMORED CAR CASH TRANSPORT SERVICES**  
**BRINKS**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A CONTRACT WITH BRINKS, FOR SERVICES RELATED TO ARMORED CAR CASH TRANSPORT SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Brinks, desires to provide armored car cash transport services for the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to obtain the above referenced services;

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

**SECTION 1. APPROVAL OF CONTRACT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the contract with Brinks, as attached hereto and incorporated herein by reference as Exhibit “A”

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 20<sup>th</sup> day of November 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit "A" – Brinks contract

Approved as to form and legality

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



## SERVICES AGREEMENT

AGREEMENT NO. 10000112910

**THIS SERVICES AGREEMENT** (together with Attachment(s), the "Agreement") is made by and between **Brink's U.S., a Division of Brink's, Incorporated** ("Brink's"), a Delaware corporation with offices located at 555 Dividend Drive, Suite 100, Coppell, TX 75019, and **CITY OF PALM COAST** ("Customer") with offices located at **160 LAKE AVENUE, PALM COAST, FL-32164** is entered into this **17** day of **Oct, 2018**.

### I. DEFINITIONS

- "Attachment" means any rider, schedule, exhibit, amendment or other addendum incorporated into this Agreement.
- "Business Days" means Monday through Friday except holidays observed by the Facility performing Services hereunder.
- "Delivery Location" means the location designated by Customer as the place where Brink's is to deliver Shipments.
- "Distinctively and Securely Sealed" means that the container used to hold any Property to be transported by Brink's has been closed and fastened with a device or method of sealing having a distinguishing mark that can be clearly seen and recognized as a unique identification number or special mark that is attached to the container so that the Property is firmly enclosed, and the device or method of sealing cannot be removed and reapplied to the container without leaving visible external evidence of tampering to the container.
- "Fragile Property" means any breakable item, including without limitation, decorative pieces, works of art, and jewelry.
- "Loss" means any loss of, damage, theft or destruction to Property.
- "Maximum Liability Amount" is means the total liability assumed by Brink's for a Loss of all or part of a Shipment, as specified in the Attachment(s).
- "Pick-Up Location" means the location designated by Customer in an Attachment as the place where Brink's is to receive Shipments.
- "Property" means currency, coin, checks, securities, other financial instruments, and other valuables agreed to be transported by Brink's.
- "Rates" means the charges for Services as listed in the Attachment(s).
- "Services" means armored transportation and related services to be provided to Customer as described in Section II below.
- "Shipment" means one or more sealed containers of Property received by Brink's at the same time at a single Pick-Up Location, which are to be delivered to a single Delivery Location.

### II. BRINK'S RESPONSIBILITIES

- Brink's shall: (a) arrive at the Pick-Up Locations to request Shipments; (b) sign a receipt for Shipments received by Brink's; and (c) deliver such Shipments to the Delivery Location and obtain a receipt for such delivery. Brink's may return the Shipment to the Pick-Up Location in the event that delivery cannot reasonably be made by Brink's to the Delivery Location. The Services will be performed during Brink's regular business hours as scheduled by Brink's local office(s) performing the Services unless otherwise specified in the Agreement. In the event of inclement weather or some other irregularity, performance shall be as mutually agreed upon. Services will be performed on Business Days, unless otherwise specified in the Attachments.

### III. CUSTOMER'S RESPONSIBILITIES

- Customer shall place all Property to be received by Brink's in Distinctively and Securely Sealed containers.
- Customer warrants that it shall declare the actual value of each Shipment and each Distinctively and Securely Sealed container in the Shipment. Customer shall not conceal or misrepresent any material fact or circumstance concerning the Property delivered to Brink's and agrees, in the event of Loss, to be bound by its declaration of value.
- Customer will not include Fragile Property in a Shipment unless specifically agreed to by Brink's in an Attachment.
- The locations serviced under this Agreement, whether listed in an Attachment or otherwise, shall not be deleted from service by Customer during the term of this Agreement unless such Location is permanently closed or sold.

### IV. CHARGES AND PAYMENT

- Within thirty (30) days of the date of invoice, Customer shall pay Brink's the Rates plus all applicable Federal, State and local taxes. The Rates may be amended by Brink's via invoices, letters, or other writings. Except for Rate changes made pursuant to paragraph 3 of this section, Customer may, by written Notice within twenty (20) days of such invoice, letter or other writing, reject any charges differing from the Rates. Otherwise, Customer shall be deemed to have accepted such increase. If Customer disputes the accuracy of an invoice, Customer will provide Brink's written Notice of the claimed inaccuracy within sixty (60) days of the invoice date or such claim will be deemed waived by Customer.
- All charges remaining unpaid after the invoice due date are subject to an interest charge at the lesser of 1½% per month or the maximum rate allowed by law.
- Brink's may increase Rates effective January 1 of each year of this Agreement, or upon written communication in the event of a change in economic conditions that increases Brink's operating costs.
- In addition to the other charges specified in this Agreement, Customer will pay a fuel surcharge which will be adjusted from month to month as described in the applicable Attachment.
- Customer shall pay Brink's for all changes in scope of Services whether requested by Customer in writing or verbally.

### V. BRINK'S LIABILITY; LIMITATIONS; EXCLUSIONS

- Brink's liability for any of its obligations under this Agreement, including without limitation liability for the Loss of a Shipment, shall not exceed the lesser of the following: Maximum Liability Amount; the actual value of the Loss; or the declared value of the Property subject to the Loss. Brink's liability shall commence when the Shipment has been received into Brink's possession and a receipt has been signed for such Shipment and shall terminate when the Shipment has been delivered to the Delivery Location, or returned to the Pick-Up Location in the event that delivery cannot reasonably be made by Brink's.
- Brink's liability for Loss shall not exceed the Maximum Liability Amount, notwithstanding anything to the contrary contained in any oral statement, invoice, receipt or other document. Brink's is not responsible for determining the contents or value of any Shipment.
- If Customer requests that Brink's transport an amount over the Maximum Liability Amount ("Excess Liability"), the Maximum Liability Amount for a Loss arising out of that Shipment will increase: (i) if mutually agreed in writing by the parties prior to Brink's receiving the Shipment; and (ii) Customer is able to show it paid to Brink's prior to the Loss, the additional charges associated with transporting the Excess Liability.
- Brink's shall not be liable for any shortage within any Shipment that: (a) is not Distinctively and Securely Sealed when received by Brink's; (b) occurred before Brink's received possession of the Shipment; or (c) shows no external evidence of tampering when received by Brink's. Brink's shall not be liable for a Loss caused in whole or in part by the criminal acts, or fraud of Customer, its employees, representatives or agents.
- In the event of Loss of checks or other financial instruments (together "Checks"), Brink's agrees to pay for: (a) Customer's reasonable costs in identifying and replacing the Checks, and (b) the face value of the Checks not identified, except for those Checks which could not be collected on at the time of the Loss up to a combined limit of \$25,000 per Shipment. The Maximum Liability Amount that applies to the Loss of such Shipment shall include the referenced \$25,000. Customer shall maintain a complete record of all Checks in a Shipment and agrees to diligently pursue identification and replacement efforts of the Checks. Customer further agrees to reimburse Brink's for all amounts that are recovered as the result of such efforts.
- Brink's shall not be liable for non-performance or delays of Service caused by strikes, lockouts or other labor disturbances, riots, authority of law, acts of God, fire, flood, tornado, hurricane, earthquake or means beyond Brink's control.
- (a) Brink's shall not be liable for Loss or for non-performance or delays of Service (or for any cost, expense or liability related thereto) caused by or resulting from: (1) war, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (i) by any government or sovereign power (*de jure* or *de facto*), or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces; (2) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence or confiscation by order of any government or public authority. (b) In no case shall Brink's be liable for Loss or for non-performance or delays of Service (or for any cost, expense or liability related thereto) directly or indirectly caused by or contributed to or arising from: (1) any chemical, biological, bio-chemical or electromagnetic weapon; (2) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system; (3) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; (4) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; (5) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or (6) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in sub-clause (6) does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes. (c) **The following limitation shall not apply to Property in transit.** Brink's shall not be liable for Loss or for nonperformance or delays of Service (or for any liability, cost or expense related thereto) directly or indirectly caused by, resulting from or in connection with, any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- Brink's is not an insurer under this Agreement. Brink's shall not be liable under any circumstance for consequential, special, incidental, indirect or punitive losses or damages (including lost profits, interest or savings) whether or not caused by the fault or negligence of Brink's and whether or not Brink's had knowledge that such losses or damages might be incurred.

### VI. INSURANCE

- Brink's will maintain at all times during the term of this Agreement, insurance payable to Brink's in such amounts and against such risks as shall

- adequately cover the Maximum Liability Amount. Upon Customer's written request, Brink's will provide a certificate of insurance. Customer shall be given thirty (30) days notice in the event such insurance coverage is canceled, not renewed or materially restricted.
2. Customer shall at all times maintain comprehensive general liability insurance coverage, including contractual liability and premises liability. Such insurance shall be in reasonable amounts and with insurance companies of recognized financial responsibility. Upon written request, Customer shall provide to Brink's evidence of such insurance coverage, and Customer agrees that Brink's shall be given thirty (30) days notice in the event that such insurance coverage shall be canceled, not renewed or materially restricted.

VII. FILING OF CLAIMS; PROOF OF LOSS

1. In the event of Loss under this Agreement, Customer shall notify Brink's as soon as practicable and provide written Notice to Brink's within one (1) business day after the Loss or suspected Loss is discovered or should have been discovered so that Brink's and Customer can effectively initiate investigation of the Loss. In no event will Customer provide Notice of Loss more than thirty (30) days after the Property which is the subject of the claim was received into Brink's possession. It is Customer's responsibility to verify Shipment deliveries promptly. Unless such Notice is given by Customer within the time prescribed, any and all claims by Customer for Loss shall be deemed waived. No action, suit or other proceeding to recover for any such Loss shall be brought against Brink's unless (a) the above described Notice has been given to Brink's, and (b) such action, suit or proceeding is commenced within twelve (12) months after receipt of such Property into Brink's possession.
2. Customer shall maintain a record of all Property placed in any Shipment and shall promptly and diligently assist Brink's in establishing the identity of any Loss in any Shipment. Customer agrees to mitigate its damages in connection with any Loss. Brink's and Customer shall fully cooperate in conducting an investigation, and any question of a Loss or the cause thereof, to the extent reasonably possible, shall be resolved by the findings of such investigation.
3. Affirmative written proof of the Loss, subscribed and sworn to by Customer and substantiated by the books, records and accounts of Customer, shall be furnished to Brink's prior to payment of a claim. Upon payment of a claim by Brink's, Customer hereby assigns to Brink's all of its right, title and interest in the Property which was the subject of the Loss and all rights of recovery against third parties that are the subject of the claim. Customer will execute any documents necessary to perfect such assignment upon request by Brink's or Brink's insurers.

VIII. DEFAULT; REMEDIES; TERMINATION

1. In the event of early termination under this Agreement other than for material breach by Brink's, Customer agrees that actual damages might be sustained by Brink's which are uncertain and would be difficult to determine. Customer hereby agrees to pay Brink's, as liquidated damages and not as a penalty, all remaining charges that would have been payable to Brink's from the date of termination up to and including the date of expiration of the then current term of this Agreement, plus any capital costs incurred by Brink's as a result of entering into this Agreement. Should Customer default in the payment to Brink's of any amounts due under this Agreement, then Customer shall also be responsible for interest as provided above and all attorney's fees, costs and expenses incurred by Brink's in the collection of such past due amounts. The past due amounts, interest and collection costs constitute "Unpaid Obligations". In addition to the other remedies provided in this Agreement and under applicable law, Customer hereby agrees that Brink's shall be permitted to retain as a credit and to offset against such Unpaid Obligations, on a dollar for dollar basis, any Property which Brink's has in its possession under this Agreement.
2. Services shall begin on the **17** day of **October,2018** and shall continue for a minimum term of **THREE (3) YEARS**. Thereafter this Agreement shall automatically renew from year to year until cancelled, by either party, on at least sixty (60) days written Notice prior to the anniversary date.
3. Either party may terminate this Agreement in the event of a material breach of this Agreement (including non-payment) by the other party, provided that such breach continues for a period of thirty (30) days after receipt by the breaching party of written Notice from the non-breaching party specifying the nature of such breach. No written Notice is required if the breach is non-payment of amounts due. If such breach is cured within the applicable cure period, then this Agreement shall continue in full force and effect.

IX. MISCELLANEOUS

1. Brink's may, in its discretion, choose to perform any or all of the Services itself or through its employees, agents or independent subcontractors. Any employee, agent or independent subcontractor performing Services shall be entitled to the benefit of every limitation and defense to which Brink's is entitled hereunder. Notwithstanding the foregoing, Customer shall look solely to Brink's for reimbursement of any Loss in accordance with the terms of this Agreement.
2. All "Notices" under this Agreement, shall be in writing and shall be deemed given to the other party immediately upon: personal or messenger delivery; proof of transmission date of facsimile transmission; or delivery date of overnight courier or certified mail service. Notice shall be sent to the party at the address shown on the front of this Agreement or to such other address as either party may specify by Notice. Notice to Brink's, including Bankruptcy notifications, shall also be sent to: Legal Dept., Brink's U.S., 555 Dividend Dr., Coppell, TX 75019.
3. Any pre-printed terms and conditions contained in any purchase order or other similar document used by Customer shall be null and void and have no force or effect in modifying the terms and conditions of this Agreement.
4. This Agreement governs the rights and responsibilities of Customer and Brink's. Customer agrees to look only to the provisions of this Agreement for any claim against Brink's relating to Customer's Property.
5. Each party agrees to comply with all applicable laws, rules and regulations in the performance of its obligations hereunder.
6. This Agreement and the Attachments, all as may be amended from time to time, constitute the entire agreement and understanding between Customer and Brink's with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, express or implied. Except with respect to Rates, this Agreement may only be amended or superseded by a writing signed by the parties. The sole and exclusive remedies for any breach of the terms and provisions of this Agreement or any claim or cause of action otherwise arising out of or related to this Agreement shall be those remedies available at law or in equity for breach of contract only (as such contractual remedies have been further limited or excluded pursuant to the express terms of this Agreement), and neither of the parties hereto, nor other person or entity will have any other entitlement, remedy or recourse, whether in contract, tort or otherwise.
7. Neither party shall use the other party's trade name, likeness, trademarks or logo, without the other party's prior written consent.
8. The failure of either party to require strict adherence to any term of this Agreement will not be deemed a waiver or deprive that party of the right thereafter to insist upon strict adherence to any term of this Agreement.
9. The illegality or invalidity of any provision of this Agreement shall not affect or invalidate the remainder of the Agreement.
10. CUSTOMER AND BRINK'S HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING IN ANY WAY OUT OF THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.
11. The provisions of this Agreement, which by their sense and context are meant to survive expiration of this Agreement, shall so survive.
12. Customer's performance of its obligations hereunder shall not be excused or relieved by any claims of Customer to a right(s) of abatement, deduction, setoff or recoupment against Brink's.
13. THE LAWS OF THE STATE OF DELAWARE SHALL GOVERN THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION OF ITS TERMS AND CONDITIONS, THE INTERPRETATION OF THE RIGHTS AND RELATIONSHIPS OF THE PARTIES HERETO, INCLUDING BUT NOT LIMITED TO ALL CLAIMS OR CAUSES OF ACTION (WHETHER BROUGHT IN CONTRACT OR TORT) THAT MAY BE BASED ON, ARISE OUT OF OR RELATE TO THIS AGREEMENT, WITHOUT REGARD TO THE CONFLICTS OF LAWS AND PRINCIPLES THEREOF.
14. If Customer files for protection under any provision of the Bankruptcy Code (11 U.S.C. S. 101, et seq.), Customer shall file among its first day motions a motion seeking authorization (1) to assume the Brink's contract, (2) to pay Brink's all amounts due under the contract on ongoing basis, and (3) to pay as a cure claim any past due amounts.
15. To the extent Services include transportation, Customer agrees: (a) that none of the provisions of the Carmack Amendment apply to any obligation of Brink's under this Agreement and (b) Customer shall comply with the Private Express Statutes (United States Postal Laws and Regulations) in the preparation of all Shipments.
16. Customer will not assign this Agreement without the prior written consent of Brink's.
17. This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

AGREED AND ACCEPTED:

"CUSTOMER":

CITY OF PALM COAST

By: \_\_\_\_\_  
(Customer Signature)

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

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

"BRINK'S":

Brink's U.S., a Division of Brink's, Incorporated

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

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

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

EXHIBIT A

This Exhibit A is attached to and incorporated by reference into the Brink's Services Agreement dated , between **BRINK'S U.S., a Division of BRINK'S, INCORPORATED** ("Brink's") and **CITY OF PALM COAST** ("Customer").

I. PICK-UP LOCATIONS AND DELIVERY LOCATIONS; MAXIMUM LIABILITY AMOUNT

SERVICE			DAY OR DATE	MAXIMUM LIABILITY AMOUNT
(A)	CALL AT:	Locations in Section II	Service days as shown in Section II	<u>\$50,000.00</u>
	DELIVER TO:	Designated Banking Location	Agreed upon schedule	MAXIMUM <u>\$15,000.00</u> AVERAGE
(B)	CALL AT:	Designated Banking Location	Agreed upon schedule	<u>\$50,000.00</u>
	DELIVER TO:	Locations in Section II	Next scheduled day	MAXIMUM <u>\$15,000.00</u> AVERAGE

II. RATES

STORE / UNIT NUMBER	ADDRESS	CITY	ST	ZIP	BRINK'S BRANCH	DAYS/WEEK	RATE	PER
COPC1							\$360.10	MO
COPC2							\$252.20	MO
COPC3							\$600.20	MO

III. ADDITIONAL FEES

10000112910\_CITYOFPALMCOAST\_CIT\_Monthly\_District04\_0

Item Rates	Amount
CIT Emergency Service - Per Hour - RUR	\$175.00000
CIT Unscheduled Service - Rural	\$50.00000
CIT Holiday Service - Rural	\$45.00000
CIT Emergency Service - Per Hour - RUR	\$300.00000

Common Items

Item Rates	Amount
CIT Excess Items	\$2.00000
CIT Excess Liability per \$1000	\$0.25000
CIT Excess Time	\$3.00000

Excess Charges	Threshold	Premise Details
Excess liability - B0002	\$50,000.00	-
Excess items - B0002	10	Items -
Excess premise time - B0002	6	Minutes 00:01 - 23:59

\*Hourly rates are charged for round-trip hours - Portal to Portal

IV. FUEL SURCHARGE

A fuel adjustment will be determined on a quarterly basis according to the charts and formula below. The formula to determine the fuel surcharge is:

Applicable fee(s) for Services requiring/involving transportation for the quarter x fuel surcharge percentage as set forth in the table below = Total fuel surcharge

Fuel Prices will be based on the U.S. Department of Energy, Energy Information Administration, Retail On-Highway Diesel Fuel Prices reported monthly.

FUEL PRICE/GAL					
Minimum	Maximum	Surcharge	Minimum	Maximum	Surcharge
\$0.01	\$2.50	6.25%	\$3.96	\$4.00	13.75%
\$2.51	\$2.55	6.50%	\$4.01	\$4.05	14.00%
\$2.56	\$2.60	6.75%	\$4.06	\$4.10	14.25%
\$2.61	\$2.65	7.00%	\$4.11	\$4.15	14.50%
\$2.66	\$2.70	7.25%	\$4.16	\$4.20	14.75%
\$2.71	\$2.75	7.50%	\$4.21	\$4.25	15.00%
\$2.76	\$2.80	7.75%	\$4.26	\$4.30	15.25%
\$2.81	\$2.85	8.00%	\$4.31	\$4.35	15.50%
\$2.86	\$2.90	8.25%	\$4.36	\$4.40	15.75%
\$2.91	\$2.95	8.50%	\$4.41	\$4.45	16.00%
\$2.96	\$3.00	8.75%	\$4.46	\$4.50	16.25%
\$3.01	\$3.05	9.00%	\$4.51	\$4.55	16.50%
\$3.06	\$3.10	9.25%	\$4.56	\$4.60	16.75%
\$3.11	\$3.15	9.50%	\$4.61	\$4.65	17.00%
\$3.16	\$3.20	9.75%	\$4.66	\$4.70	17.25%
\$3.21	\$3.25	10.00%	\$4.71	\$4.75	17.50%
\$3.26	\$3.30	10.25%	\$4.76	\$4.80	17.75%
\$3.31	\$3.35	10.50%	\$4.81	\$4.85	18.00%
\$3.36	\$3.40	10.75%	\$4.86	\$4.90	18.25%
\$3.41	\$3.45	11.00%	\$4.91	\$4.95	18.50%
\$3.46	\$3.50	11.25%	\$4.96	\$5.00	18.75%
\$3.51	\$3.55	11.50%	\$5.01	\$5.05	19.00%
\$3.56	\$3.60	11.75%	\$5.06	\$5.10	19.25%
\$3.61	\$3.65	12.00%	\$5.11	\$5.15	19.50%
\$3.66	\$3.70	12.25%	\$5.16	\$5.20	19.75%
\$3.71	\$3.75	12.50%	\$5.21	\$5.25	20.00%
\$3.76	\$3.80	12.75%	\$5.26	\$5.30	20.25%
\$3.81	\$3.85	13.00%	\$5.31	\$5.35	20.50%
\$3.86	\$3.90	13.25%	\$5.36	\$5.40	20.75%
\$3.91	\$3.95	13.50%	\$5.41	\$5.45	21.00%
			\$5.46	\$5.50	21.25%

Note: For every additional \$.05 increase in fuel price will result in an additional .25% in surcharge.

This Exhibit is entered into as of 17-Oct-2018 (the "Effective Date").

"CUSTOMER":

CITY OF PALM COAST

By: \_\_\_\_\_  
(Customer Signature)

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

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

"BRINK'S":

Brink's U.S., a Division of Brink's, Incorporated

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

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

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

## AMENDMENT TO SERVICES AGREEMENT

**THIS AMENDMENT TO SERVICES AGREEMENT** ("Amendment"), effective as of October 18, 2018 ("Effective Date") is attached to and made a part of that certain Services Agreement (No. 10000112910) dated October 18, 2018 (together, the "Agreement") between Brink's U.S., a Division of Brink's, Incorporated ("Brink's") and CITY OF PALM COAST ("Customer"). Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Agreement.

A. Modification of Terms of the Agreement. The parties agree to amend the Agreement as follows:

Section IV.1 (CHARGES AND PAYMENTS) is hereby modified and amended by deleting the third and fourth sentences in their entirety. "The Rates may be amended by Brink's invoices, letters, or other writings. Except for Rate changes made pursuant to paragraph 3 of this section, Customer may, by written Notice within forty-five (45) days of such invoice, letter or other writing, reject any charges differing from the Rates. Otherwise, Customer shall be deemed to have accepted such increase."

Section IV.2 (CHARGES AND PAYMENTS) is hereby modified and amended by deleting "1 ½%" and replacing it with "one percent (1%)."

Section VII.1 (FILING OF CLAIMS; PROOF OF LOSS) is hereby modified and amended by deleting the reference to "one (1) business day" and replacing it with "three (3) business days" and deleting the reference to "thirty (30)" and replacing it with "seventy-five (75)".

B. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Agreement remain in full force and effect. In the event of any conflict or inconsistency between the provisions of the Agreement and the provisions of this Amendment, the provisions of this Amendment shall control.

"Customer"  
First Federal Bank of Florida Brink's U.S.,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

"Brink's"  
a Division of Brink's, Incorporated

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# City of Palm Coast, Florida

## Agenda Item

Agenda Date : 11/20/2018

<b>Department</b>	HUMAN RESOURCES	<b>Amount</b>
<b>Item Key</b>	4696	<b>Account</b>
		<b>#</b>
<b>Subject</b>	RESOLUTION 2018-XX APPROVING THE CONTINUATION OF STOP-LOSS INSURANCE COVERAGE WITH SUNLIFE, HEALTH PLAN ADMINISTRATION SERVICES WITH BLUE CROSS BLUE SHIELD AND CHANGING ANCILLARY COVERAGE FROM SUNLIFE TO LINCOLN FINANCIAL	
<b><u>UPDATE FROM THE NOVEMBER 13, 2018 WORKSHOP</u></b>		
This item was heard by City Council at their November 13, 2018 Workshop. There were no changes suggested to this item.		
<b><u>ORIGINAL BACKGROUND FROM THE NOVEMBER 13, 2018 WORKSHOP</u></b>		
<p>The City currently offers a well-rounded, self-insured benefits program to all employees. Under self-insured programs, the City pays a per-employee per-month fee for group health plan administration services and then pays for any health-insurance claims incurred. In addition to the fixed fee for plan administration services, there is a fixed monthly per-employee fee for stop-loss insurance. The City is responsible for the first \$150,000 of any given claim and stop-loss coverage provides for claims payments that exceed \$150,000. The program includes group health insurance, primary clinic service hours, and ancillary coverages (life insurance, long-term disability (LTD) and accidental death and dismemberment (AD&amp;D) insurance).</p> <p>The City also offers, at a cost borne completely by the employees, voluntary life (including spouse and children), short-term disability and dental. The City also provides employees the opportunity to participate supplemental insurance through AFLAC insurance. AFLAC is a voluntary benefit for which the City only facilitates the payment of premiums through payroll deduction. Based on employee feedback, the Benefits Team requested alternatives to the AFLAC. Each fall, the City receives proposals for the cost of purchasing stop-loss coverage, plan administration services, and ancillary benefits.</p>		
<b>Alternatives and Analysis</b>		
<b><u>Stop Loss Coverage</u></b>		
In calendar year 2018, the cost of Stop-Loss insurance through SunLife to cover claims in excess of \$150,000 was approximately \$372,051.00 based upon current enrollment.		
<p>The City received quotes through our broker, Brown &amp; Brown, for Stop-Loss coverage from four providers; our current carrier SunLife and alternates from Voya, Cigna and United Healthcare. SunLife provided for an increase of 8.2% over current or \$402,571. The other carriers all provided proposals with increases in excess of 8.2% (Voya – 12%, Cigna – 16% and United Healthcare – 40.2%).</p>		
<b><u>Administrative Fees</u></b>		
For some time, the City has contracted with Blue Cross Blue Shield (BC/BS) to provide plan administrative services. For calendar year 2018, the cost of administering claims was \$57.20		



per employee per month for an approximate cost of \$256,027.20. For calendar year 2019, BC/BS has offered a rate reduction to \$55.20 per employee per month for an estimated cost of \$247,075.20, a 3.5% rate reduction. They have also provided for a two-year rate guarantee and are making contributions to the City's wellness program of \$30,000 per year for an approximate annual cost of \$217,075.20.

Alternate quotes were requested and both Cigna and United Healthcare provided quotes that would have provided a reduction in per-employee per-month costs to the City. Due to the complexities of insurance products, there are a number of unknowns that need to be considered in addition to the basic monthly fee. For example, Cigna's network in Flagler County is emerging and does not provide the same breadth of coverage that BC/BS does. A change to Cigna may require employees to change their current providers and in the case of significant health issues, continuing care plans may need to be developed as transfers between current physicians and new, in-network providers occur.

United Healthcare also would have provided a decrease in the base administrative fees. However, United Healthcare would mandate a change to their dedicated pharmacy benefit provider which not only would reduce choice for staff but has the potential to increase plan claims expense as the City would be required to pay whatever United Healthcare deems appropriate. BCBS returns 100% of available pharmacy rebates to the City (about \$60,000 per year) and the other options would keep those offsets. The recommendation will be made to remain with BCBS for these reasons as well as consumer confidence amongst employees, contribution to the wellness program and consistency of health-related data through the annual health risk assessments.

#### Ancillary Coverage

The City also requests proposals every year for the ancillary coverages provided to staff. Current coverages are offered through SunLife. SunLife's proposal kept all costs current with the exception of dental coverage that carried a 6.7% increase to employees at an approximate cost of \$15,229.00. The City has experienced some customer service issues with the current provider. Competitive quotes were received from Lincoln Financial and Mutual of Omaha. Both Lincoln Financial and Mutual of Omaha matched the current rates offered by SunLife for all plans paid for by the City. They both also matched the rates of voluntary life and short-term disability that are paid entirely by staff. However, Lincoln Financial has provided a 7.1% rate reduction on the dental coverage with a two-year rate guarantee and \$5,000.00 in wellness funds. These savings, \$16,154 over current, represents a direct savings to City employees.

#### Supplemental Insurance

Due to the customer service issues reported by numerous employees, we evaluated voluntary supplemental insurance coverage by both Colonial Life and Allstate. Colonial Life offers products that most closely mirror those offered by AFLAC with a reduced rates. Recommendation is being made to close AFLAC to new participants and provide Colonial Life as an alternative.

#### **Recommended Action :**

Adopt Resolution 2018-XX approving the continuation of stop-loss insurance coverage with Sunlife, health plan administration services with Blue Cross Blue Shield and changing ancillary coverage from Sunlife to Lincoln Financial.

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**RESOLUTION 2018 - \_\_\_\_**  
**HEALTH INSURANCE PROGRAM**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING SUNLIFE AS THE STOP-LOSS INSURANCE PROVIDER, BLUE CROSS BLUE SHIELD AS THE PLAN ADMINISTRATOR, AND LINCOLN FINANCIAL AS THE PROVIDER FOR ANCILLARY SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, SunLife, Blue Cross Blue Shield and Lincoln Financial desire to provide stop-loss coverage, administrative services and ancillary coverage (respectively) to the City of Palm Coast for its health benefits program; and

**WHEREAS**, the City Council of the City of Palm Coast desires to have SunLife, Blue Cross Blue Shield and Lincoln Financial provide the above referenced services for the City's health benefits program.

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

**SECTION 1. APPROVAL OF INSURANCE CARRIERS.** That the City Council hereby approves SunLife, Blue Cross Blue Shield and Lincoln Financial to provide stop-loss coverage, benefits administration services and ancillary benefits coverage to the City of Palm Coast for its health benefits program.

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

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

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

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

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

**PASSED and ADOPTED** at the meeting of the City Council of the City of Palm Coast on the 20<sup>th</sup> day of November 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: 11/20/2018

<b>Department</b>	FINANCE	<b>Amount</b>
<b>Item Key</b>	4567	<b>Account</b>
<b>Subject</b>	RESOLUTION 2018-XX BUDGET AMENDMENT FOR FISCAL YEAR 2017-2018 RELATING TO GENERAL FUND EXPENDITURES	
<b>Background :</b> <b><u>UPDATE FROM THE NOVEMBER 13, 2018 WORKSHOP</u></b> This item was heard by City Council at their November 13, 2018 Workshop. There were no changes suggested to this item.  <b><u>ORIGINAL BACKGROUND FROM THE NOVEMBER 13, 2018 WORKSHOP</u></b> General Fund personnel expenditures have exceeded the projected budget for Fiscal Year 2018 requiring City Council to amend the Fiscal Year 2017-2018 budget relating to the City Manager Department.		
<b>Recommended Action :</b> Adopt Resolution 2018-XX approving a budget amendment for Fiscal Year 2017-2018 relating to General Fund Expenditures.		

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

**A RESOLUTION OF THE CITY OF PALM COAST, FLORIDA,  
AMENDING THE FISCAL YEAR 2017-2018 BUDGET  
RELATING TO GENERAL FUND EXPENDITURES;  
PROVIDING FOR SEVERABILITY; PROVIDING FOR  
CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS  
AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** General Fund personnel expenditures exceeded the final budget for Fiscal Year 2018; and

**WHEREAS,** City Council desires to amend the Fiscal Year 2017-2018 budget.

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

**SECTION 1. BUDGET AMENDMENT.** The City Council of the City of Palm Coast hereby amends the Fiscal Year 2017-2018 budget by \$175,000, as shown in Exhibit “A” as attached hereto and incorporated herein.

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 20th day of November 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

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

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

Attachment: Exhibit A– 2017-2018 Budget Amendment

Approved as to form and legality

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

**EXHIBIT A - Budget Summary attachment for public hearings**

FY 2018: GENERAL FUND  
PREPARED: NOVEMBER 2018  
FINANCE: HELENA P. ALVES

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FY 2017-2018  
REVISED BUDGET

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REVENUES:

Ad Valorem Taxes	\$	19,368,041
Local Option, Use and Fuel Taxes		325,000
Communications Services Taxes		2,289,875
Local Business Tax		400,000
Permits, Fees and Special Assessments		1,027,500
Intergovernmental Revenue		4,074,208
Charges for Services		5,880,574
Judgments, Fines & Forfeits		456,000
Interest and Other Earnings		80,000
Miscellaneous Revenues		92,300
Transfers from Other Funds		883,744
Appropriated Fund Balance		535,380

## TOTAL REVENUES:

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\$	35,412,622
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EXPENDITURES:

City Council	\$	118,958
City Manager		554,038
Communications & Marketing		424,886
Central Services		349,056
Economic Development		432,836
City Clerk		168,544
Personnel Management		543,237
City Attorney		520,086
Financial Services		934,212
Community Development		4,081,760
Fire		8,747,897
Law Enforcement		3,338,578
Public Works		8,414,980
Engineering		1,964,150
Recreation and Parks		1,624,980
Tennis Center		288,629
Golf Course		1,528,106
Non-Departmental		1,377,689

## TOTAL EXPENDITURES:

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\$	35,412,622
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## City of Palm Coast, Florida Agenda Item

Agenda Date : 11/20/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	4785	<b>Account</b>
		<b>#</b>
<b>Subject</b>	OATH OF OFFICE FOR NEWLY ELECTED COUNCIL MEMBERS FOR DISTRICT 2 AND DISTRICT 4	
<b>Background :</b>		
<b>Recommended Action :</b>		

## City of Palm Coast, Florida Agenda Item

Agenda Date : 11/20/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	4786	<b>Account</b>
		<b>#</b>
<b>Subject</b> SELECT VICE MAYOR FOR 2018-2019		
<b>Background :</b> Section 5(b) of the City Charter states that there will be an annual election for Vice Mayor and that “such election shall take place at the first meeting after the General Election or at the organizational meeting during years when there is no election.”  Council Members, and the year they served as Vice Mayor, are listed below:  James Holland 2000 Ralph Carter 2001 William Venne 2002 Jon Netts 2003 Ralph Carter 2004 Mary DiStefano 2005 William Venne 2006 Jon Netts 2007 Alan Peterson 2008 Mary DiStefano 2009 Holsey Moorman 2010 Frank Meeker 2011 Bill Lewis 2012 Bill McGuire 2013 Jason DeLorenzo 2014 Bill McGuire 2015 Heidi Shipley 2016 Steve Nobile 2017 Robert G. Cuff 2018		
<b>Recommended Action :</b> Select Vice Mayor for 2018-2019		

## City of Palm Coast, Florida Agenda Item

Agenda Date : 11/20/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	4787	<b>Account</b>
		<b>#</b>
<b>Subject</b>	LIAISON APPOINTMENTS TO VARIOUS SERVICE ORGANIZATIONS FOR FISCAL YEAR 2018-2019	
<b>Background :</b>	<p>Liaison appointments to organizations have generally been done following City Elections. The following liaison positions were approved by City Council for the Fiscal Year 2018/2019:</p> <p><b>Organization Liaison</b> Flagler County Tourist Development Council Mayor Holland Flagler League of Cities Mayor Holland Florida Dept. of Juvenile Justice Circuit 7 Juvenile Justice Council CM Shipley Palm Coast/Flagler County Chamber of Commerce CM Klufas St. John's River Water Management District CM Cuff Stewart Marchman Center CM Shipley River to Sea Transportation Planning Organization CM Klufas</p>	
<b>Recommended Action :</b>	Select liaison appointments to service organizations for Fiscal Year 2018-2019.	

## City of Palm Coast, Florida Agenda Item

Agenda Date :11/20/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>		<b>Account</b>
<b>Subject</b>	CALENDAR and WORKSHEET	
<b>Background :</b>		
<b>Recommended Action :</b>		
Presentation Only		



## Meeting Calendar for 11/21/2018 through 12/31/2018

**11/27/2018 9:00 AM**

City Council Workshop  
City Hall

**11/28/2018 5:30 PM**

Citizens' Advisory Task Force  
City Hall

**12/4/2018 10:00 AM**

Animal Control Hearing  
City Hall

**12/4/2018 6:00 PM**

City Council  
City Hall

**12/5/2018 10:00 AM**

Code Enforcement Board  
City Hall

**12/6/2018 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

**12/11/2018 9:00 AM**

City Council Workshop  
City Hall

**12/18/2018 9:00 AM**

City Council  
City Hall



## Meeting Calendar for 11/21/2018 through 12/31/2018

**12/19/2018 5:30 PM**

Planning & Land Development Regulation Board

City Hall

#	File #	Item	Title	Staff
			<b>Workshop 11/27/2018</b>	
1		Resolution	MSA - Coagulant HPAC 8323 S	Adams/Roussell
3		Resolution	IA Emergency Communications	Faust
4		Resolution	Piggyback Fisher Safety	Forte
5		Resolution	Piggyback Life Extension	Forte
6		Resolution	Piggyback for replacement roofs	Knopf
7		Resolution	Project Price is Right Incentive Agreement	Newingham
8		Resolution	IA E911	Papa
9		Resolution	Professional Stormwater and Environmental Engineering Services Agr	Peel
			<b>Business 12/04/2018</b>	
1		Resolution	IA Emergency Communications	Faust
2		Resolution	Piggyback Fisher Safety	Forte
3		Resolution	Piggyback Life Extension	Forte
5		Resolution	Piggyback contract replacement roofs	Knopf
6		Presentation	Employee Calendar Contest Winners	Mini
7		Resolution	Project Price is Right Incentive Agreement	Newingham
8		Resolution	IA E911	Papa
9		Resolution	Professional Stormwater and Environmental Engineering Services Agr	Peel
			<b>Workshop 12/11/2018</b>	
1		Presentation	Resuse Master Plan	Adams/Ashburn
2		Ordinance	Animal Control amendment	Grossman
3		Resolution	CDBG Annual Report	Papa
			<b>Business 12/18/2018</b>	
1		Ordinance 1ST	Animal Control amendment	Grossman
			<b>Workshop 12/25/2018-CITY OFFICES CLOSED CHRISTMAS DAY</b>	
			<b>Business 01/01/2019-CITY OFFICES CLOSED NEW YEAR'S DAY</b>	
			<b>Workshop 01/08/2019</b>	
			<b>Business 01/15/2019</b>	
1		Ordinance 2nd	Animal Control amendment	Grossman
			<b>Future</b>	
1		Resolution	Piggyback MRO supplies	Adams
2		Resolution	Master Plan SCADA Telemetry Standardization	Adams/Roussell

<b>3</b>		Resolution	Annual Fire Inspection Fees	Alves
<b>4</b>		Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
<b>5</b>		Resolution	Interlocal Mala Compra Storm Drain Project	Blake/Kronenberg
<b>6</b>		Resolution	BBI GMP Contract	Cote



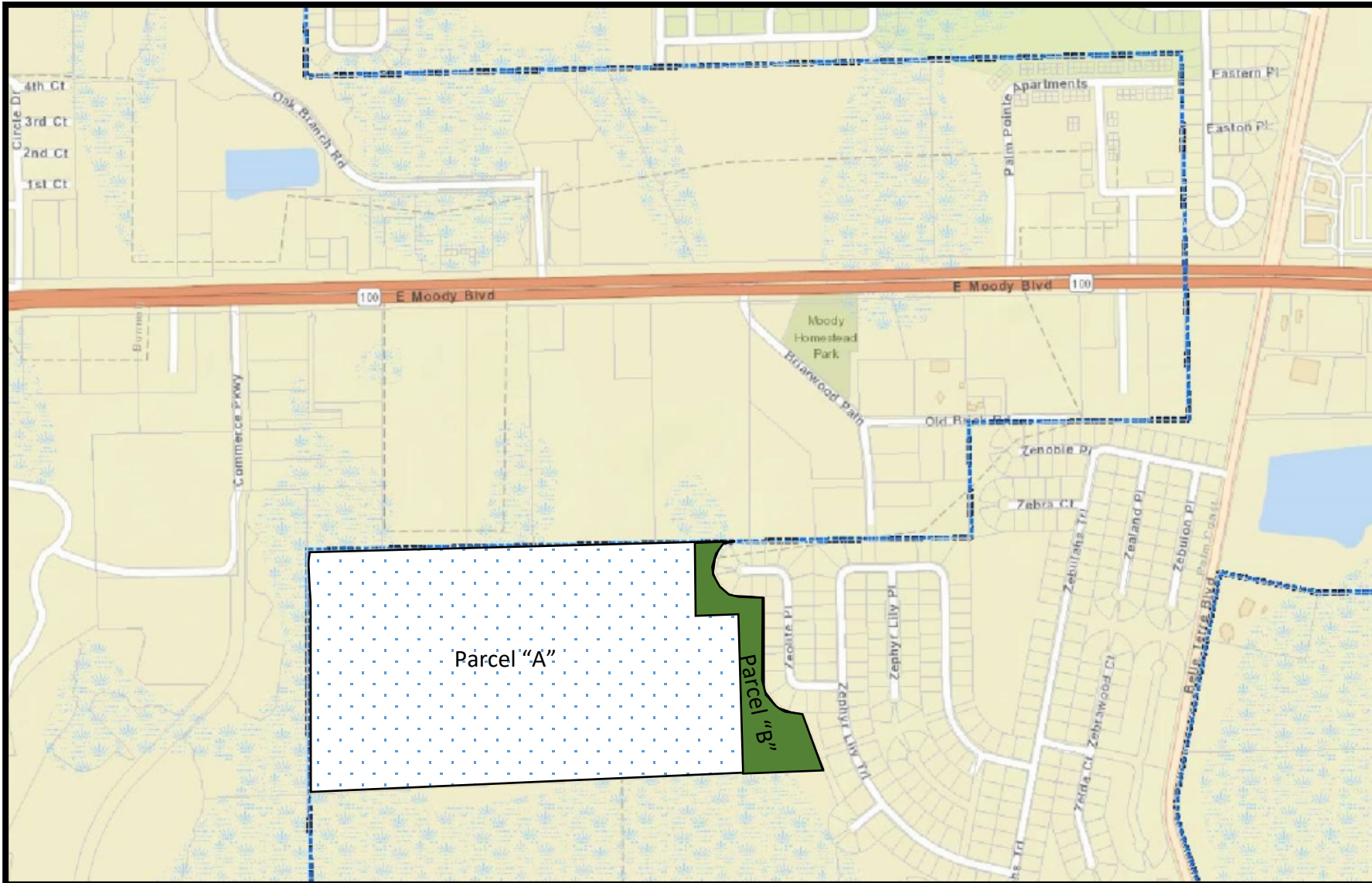
# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 11/20/18

<b>Department</b>	CITY CLERK	<b>Amount</b>	
<b>Item Key</b>	4432	<b>Account</b>	21055011-034000-54104
<b>Subject</b>	ATTACHMENTS TO MINUTES		
<b>Background :</b>			
<b>Recommended Action :</b>			

# CONTRACTION OF OARE PROPERTIES, LLC



Parcel "A"  
75+/- acres –  
Contraction

Parcel “B”  
6+/- acres – Remain  
in City as Open  
Space Buffer

# AIRPORT COMMONS

Pre-Annexation, Economic Development &  
Joint Planning Area Agreement  
November 20, 2018

*Community Development Department*





# LOCATION

- 3.8 acre site.
- Adjacent to the City's boundary on SR 100.
- Across from Town Center MPD & CRA.
- Adjacent to Flagler Executive Airport &

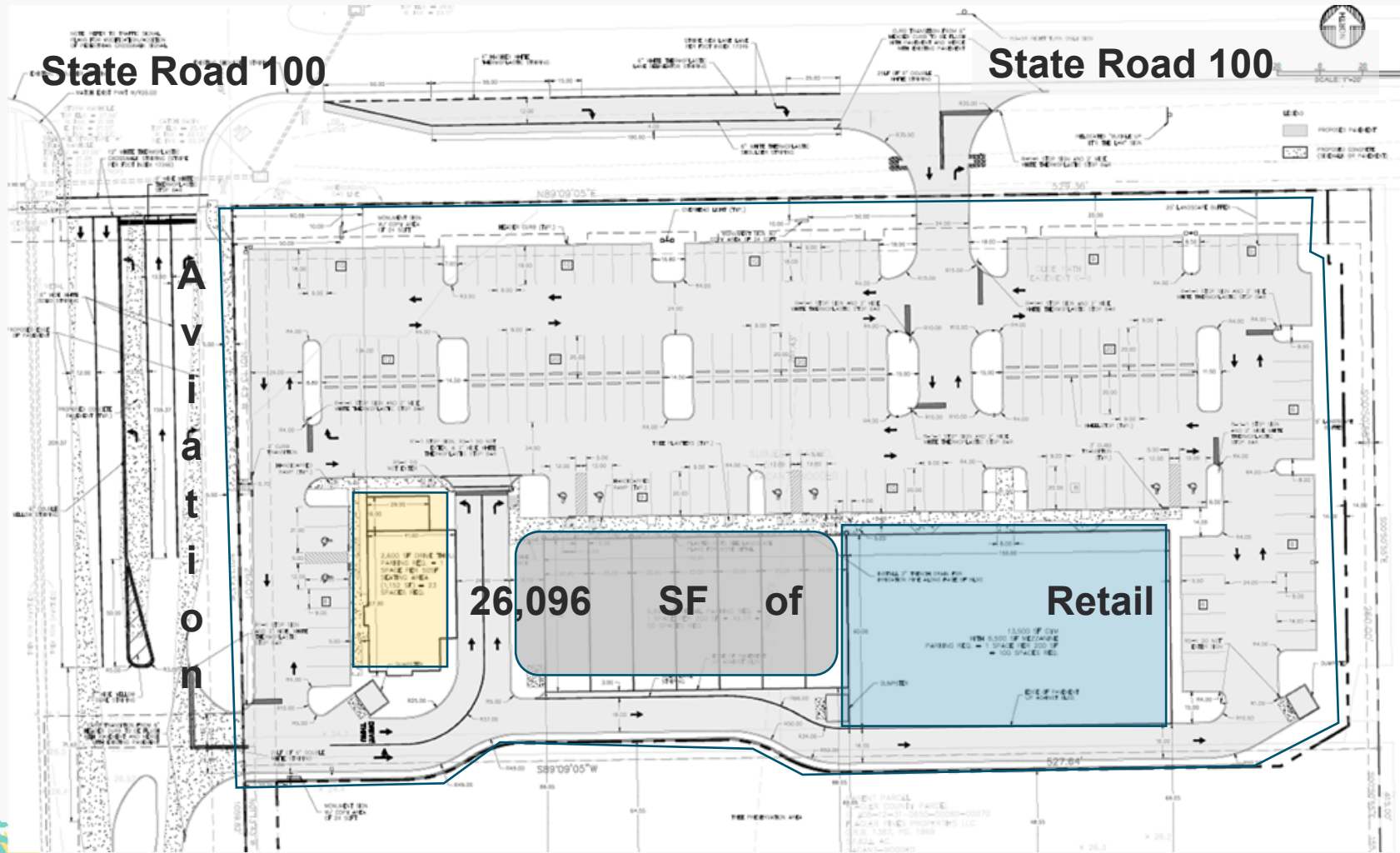


# Overview

- Airport Commons site is 3.8 acres in the Joint Planning Area City has with County.
- County designates area as Commercial High Intensity on FLUM, and C-2 zoning district.
- Location is within the City's water and sewer utility service area.
- Site plan resulted in questions regarding water and wastewater utility connections and service.



# Airport Commons Site Plan



- Proposed retail, restaurant, and fitness center uses.
- Access off SR 100 & Aviation Drive.
- Includes City's landscaping and architecture recommendations.





# Architectural Concept



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# Pre-annexation, Economic & Joint Planning Area Agreement



## Key Elements –

- Establishes terms for voluntary annexation into the City.
- Requires Airport Commons to connect to City water and enter utility agreement.
- When sewer becomes available, sets forth a process for transfer of capacity between City and the County.
- Requires Airport Commons to pay transportation impact fees, or construct or guarantee the identified improvements to Aviation and 100.





# Pre-annexation, Economic & Joint Planning Area Agreement



## Steps

- Annexation effective after the Certificate of Occupancy is issued by the County.
- City will receive payment of transportation impact fees or receive guarantee re: SR 100 roadway capacity improvements 30 days after the annexation date.
- City will initiate comprehensive plan amendment and rezone within 36 months of adopted annexation ordinance.



# Recommendation



**Staff recommends the approval of the Airport Commons Pre-Annexation, Economic and Joint Planning Area Agreement.**

