City of Palm Coast
Agenda
CITY COUNCIL BUSINESS MEETING

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

Mayor Milissa Holland
Vice Mayor Nick Klufas
Council Member Eddie Branquinho
Council Member Robert G. Cuff
Council Member Jack D. Howell, II

Tuesday, December 18, 2018 | **9:00 AM** | **CITY HALL**

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.

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> 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**
DECEMBER 4, 2018 BUSINESS MEETING
DECEMBER 11, 2018 WORKSHOP

RESOLUTIONS

2 **RESOLUTION 2018-XX APPROVING PIGGYBACKING THE FLORIDA DEPT. OF MANAGEMENT SERVICES CONTRACT WITH GARTNER, INC. FOR IT RESEARCH AND ADVISORY SERVICES**

3 **RESOLUTION 2018-XX APPROVING THE PURCHASE OF SALESFORCE LICENSING FROM CARAHSOFT TECHNOLOGY, INC.**

4 **RESOLUTION 2018-XX APPROVING A WORK ORDER WITH AQUATIC MANAGEMENT PLUS, LLC FOR WEED CONTROL OF THE FRESHWATER STORMWATER DRAINAGE SYSTEM**

5 **RESOLUTION 2018-XX APPROVING THE CDBG CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE PROGRAM YEAR OF OCTOBER 1, 2017 TO SEPTEMBER 30, 2018**

OTHER BUSINESS

6 **APPOINT TWO MEMBERS TO FILL VACANCIES ON THE CODE ENFORCEMENT BOARD**

CONSENT

7 **RESOLUTION 2018-XX APPROVING PIGGYBACKING THE COBB COUNTY BOARD OF COMMISSIONERS CONTRACT WITH GARLAND FOR THE PURCHASE OF ROOFING SERVICES AND SUPPLIES FOR FIBERNET COLOCATION FACILITY #1**

8 **RESOLUTION 2018-XX APPROVING PRICE AGREEMENTS WITH DIAMOND R FERTILIZER CO., INC., REIDEX/TARGET SPECIALTY PRODUCTS, SITEONE LANDSCAPE SUPPLY, AND SUNNILLAND CORPORATION FOR VARIOUS LANDSCAPE CHEMICALS AND FERTILIZER**

9 **RESOLUTION 2018-XX APPROVING THE DONATION OF A 2.93 ACRE RESERVE PARCEL OF LAND OWNED BY GREEN HILL REAL ESTATE**

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

10 CALENDAR/WORKSHEET

ATTACHMENTS TO MINUTES

City of Palm Coast, Florida
Agenda Item

Agenda Date :

Department	CITY CLERK	**Amount**	
Item Key	5596	**Account**	

Subject MINUTES
DECEMBER 4, 2018 BUSINESS MEETING
DECEMBER 11, 2018 WORKSHOP

Background :

Recommended Action :
Approve the minutes of the City Council:

December 4, 2018 Business Meeting
December 11, 2018 Workshop

City of Palm Coast
Minutes
CITY COUNCIL BUSINESS

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

Mayor Milissa Holland
Vice Mayor Nick Klufas
Council Member Eddie Branquinho
Council Member Robert G. Cuff
Council Member Jack D. Howell, II

Tuesday, December 4, 2018 | **6:00 PM** | **CITY HALL**

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
	Nick Klufas
	Milissa Holland
	Eddie Branquinho
	Jack D. Howell, II

PUBLIC PARTICIPATION

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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.

The following citizen came forward to voice their concerns, opinions and suggestions: Vince Ligouri.

MINUTES

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

Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II

1 MINUTES OF CITY COUNCIL
NOVEMBER 20, 2018 BUSINESS MEETING
NOVEMBER 27, 2018 WORKSHOP

RESOLUTIONS

2 RESOLUTION 2018-XX APPROVING AN INTERLOCAL AGREEMENT WITH FLAGLER COUNTY RELATED TO EMERGENCY SERVICES COMMUNICATIONS

R20180172

Mr. Falgout provided a brief overview to this item. Mr. Falgout presented a PowerPoint, which is attached to these minutes.

Council held further discussion on this item.

Public Comments:
There were none.

Pass
Motion made to approve made by Vice Mayor Klufas and seconded by Council Member Howell, II

Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II

3 RESOLUTION 2018-XX APPROVING AN INTERLOCAL AGREEMENT WITH FLAGLER COUNTY FOR E911 ADDRESSING

R20180173

Mr. Falgout provided a brief overview to this item. Mr. Falgout presented a PowerPoint, which is attached to these minutes.

Public Comments:
There were none.

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

Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II

4 RESOLUTION 2018-XX APPROVING AN INTERLOCAL AGREEMENT WITH FLAGLER COUNTY FOR FOR WATER AND WASTEWATER SERVICES OLD KINGS ROAD SOUTH

R20180174

Mr. Falgout provided a brief overview to this item. Mr. Falgout presented a PowerPoint, which is attached to these minutes.

Public Comments:
Jim Cullis thanked staff for their assistance.

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

Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II

CONSENT

Mayor Holland called for public comments. There were none.

CM Howell reported he has been provided a follow-up to his questions raised at the workshop. He thanked Mr. Falgout and staff for their research regarding the generator and the comparison costs for asphalt and concrete.

5 RESOLUTION 2018-XX APPROVING CONTINUING SERVICE AGREEMENTS FOR PROFESSIONAL STORMWATER & ENVIRONMENTAL ENGINEERING SERVICES

R20180175

Pass
Motion made to Adopt on consent made by Vice Mayor Klufas

Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II

6 RESOLUTION 2018-XX APPROVING A WORK ORDER WITH CPH, INC. FOR DESIGN SERVICES FOR PEDESTRAIN IMPROVEMENTS ON PALM COAST PARKWAY

R20180176

Pass
Motion made to Adopt on consent made by Vice Mayor Klufas and seconded by Council Member Howell, II

Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II

7 RESOLUTION 2018-XX APPROVING A SOLE SOURCE AGREEMENT WITH HARCROS CHEMICALS, INC. FOR COAGULANT HPAC 8323 S

R20180177

Pass
Motion made to Adopt on consent made by Vice Mayor Klufas and seconded by Council Member Howell, II

Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II

8 RESOLUTION 2018-XX APPROVING PIGGYBACKING THE SOURCEWELL CONTRACT WITH CATERPILLAR FOR THE PURCHASE OF THE COMMUNITY CENTER GENERATOR

R20180178

Pass
Motion made to Adopt on consent made by Vice Mayor Klufas and seconded by Council Member Howell, II

Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II

9 RESOLUTION 2018-XX APPROVING PIGGYBACKING THE COBB COUNTY BOARD OF COMMISSIONERS CONTRACT WITH GARLAND FOR THE PURCHASE OF ROOFING SUPPLIES AND SERVICES

R20180179

Pass
Motion made to Adopt on consent made by Council Member Cuff and seconded by Council Member Howell, II

Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II

10 RESOLUTION 2018-XX APPROVING PIGGYBACKING THE ORANGE COUNTY CONTRACT WITH FISHER SCIENTIFIC LLC FOR THE PURCHASE OF FIRE RESCUE HAZMAT SUPPLIES, EQUIPMENT AND BUNKER GEAR

R20180180

Pass
Motion made to Adopt on consent made by Council Member Cuff and seconded by Council Member Howell, II

Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II

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

The following citizens came forward to give thie concerns opinions and suggestions: Jack Carall, Lewis McCarthy, George Mayo, Jules Wilkowski and Tom Olson.

DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

CM Cuff thanked all who attended the tree lighting and the lights in the Park.

CM Howell received wonderful comments regarding the Building and Code Department

11 PRESENTATION BY SGR - UPDATES ON THE CITY MANAGER SEARCH

Mr. Doug Thomas of SGR provided Council with an overview to this item and a PowerPoint, which is attached to these minutes. A questions and answer period followed: Topics discussed included; the brochure; advertising for the position; video; advertising for non-governmental candidates; military candidates; social media outlets; utilizing Linkedin, advertising in CIO Magazine, BCM and Stack Overflow; timeline; triage meetings; scheduling special meetings with Council; briefing books; interviewing with Council one on one or to interview Council as a whole in an open meeting; concensus was to try to interview with the entire body; including senior staff in the process; not necessarily having senior staff participate in the engagement process; the position being under Council's authority; including senior staff in the process in some way or providing some sort of a mechanism for staff to meet with the candidates and providing a meeting and greet with the public.

Public Comment
The following individuals gave their concerns, opinions and suggestions: Lewis McCarthy, George Mayo and Jack Carrall.

DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

Nothing at this time.

DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

Mr. Falgout thanked the new Council Members for meeting with the Executive Team and for their open communication. He informed them if you have not met with one of them, they will be reaching out to you.

He reported upcoming events and the meeting schedule.

ADJOURNMENT

The meeting was adjourned at 7:49 p.m.

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

City of Palm Coast
Minutes
CITY COUNCIL WORKSHOP

City Hall
160 Lake Avenue
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Mayor Milissa Holland
Vice Mayor Nick Klufas
Council Member Eddie Branquinho
Council Member Robert G. Cuff
Council Member Jack D. Howell, II

Tuesday, December 11, 2018	**9:00 AM**	**CITY HALL**

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

City Clerk Virginia Smith called the roll. All members were present.

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.

The following citizens gave their concerns, opinions and suggestions: Celia Pugliese

PRESENTATIONS

1 PRESENTATION - UPDATE ON CITY COUNCIL PRIORITIES FOR FISCAL YEAR '19

Mr. Falgout requested a brief moment to highlight a City employee who rescued an injured dog off of I-95. Accolades were given to Kasey Hagan, Animal Control Officer for rescuing an injured dog, which he delivered to the Humane Society. Moments before the dog was to be euthanized, a Palm Coast couple came forward and adopted the dog. The couple has agreed to take care of the dog and the medical needs of this dog. Mr. Falgout presented a few photos of the dog and the happy couple with their new rescue dog.

Mayor Holland opened the item and explained to the two new council members the history of adopting the strategic plan. Mr. Falgout reported ICMA awarded the City a Certificate of Distinction on September 26, 2018 for exemplifying the standards in Local Government. He wanted to recognize Denise Bevan and her team for their work in developing the strategic plan. Ms. Bevan presented a PowerPoint presentation, which is attached to these minutes. Topics discussed included: the scheduling meetings in 2019 for review of the goals; strong education campaign to target residents to shop local; businesses need to go to the BAC and residents need to receive the message to shop local; scheduling speaking engagements; the purpose of the quarterly review for Council and its effectiveness; the number of goals being tracted; giving Council the information on whether the goal can be accomplished; resource issues vs. the need or want; kiosks; working with Flagler County Sheriff, Flagler Schools and the County in order to achieve some of the goals; traffic; hiring a traffic engineer; targeting college graduates for the position; residents dissatisfied with garbage pick-up; special assessment district; trade of technology; lack of indoor recreation center; creating an entrepreneur ecosystem and new businesses.

The meeting recessed at noon. The meeting reconvened at 12:20 p.m.

2 PRESENTATION - CITIZEN'S SURVEY

VM Klufas excused himself for a work engagement.

Mr. Falgout provided a brief overview to this item. Ms. Cindi Lane presented a PowerPoint presentation, which is attached to these minutes. Topics discussed included the same audience being addressed; the National Citizen Survey; statistically valid; how the surveys were sent; using constant contact and the citizen engagement platform.

3 RESOLUTION 2018-XX APPROVING PIGGYBACKING THE FLORIDA DEPT. OF MANAGEMENT SERVICES CONTRACT WITH GARTNER, INC. FOR IT RESEARCH AND ADVISORY SERVICES

Mr. Falgout provided a brief overview to this item. Mr. Chuck Burkhart, IT Director and Ms. Angie Russo from Gartner provided a PowerPoint presentation, which is attached to these minutes. Topics discussed included: approach, strategy and a timeline; referencing; annual on-site workshop; baseline assessment; some of the software not working with other software packages and the cost of the current maintenance contracts.

This item will be continued at the next Business Meeting.

4 RESOLUTION 2018-XX APPROVING THE PURCHASE OF SALESFORCE LICENSING FROM CARAHSOFT TECHNOLOGY, INC.

Mr. Falgout gave a brief overview to this item. Mr. Burkhart provided a PowerPoint presentation, which is attached to these minutes. Topics discussed included: free software upgrades; leading CRM; annual licensing costs; the annual percentage increase; customer logins; how the data is collected and the savings received by partnering with Coastal Cloud.

This item will be continued at the next Business Meeting.

5 RESOLUTION 2018-XX APPROVING A WORK ORDER WITH AQUATIC MANAGEMENT PLUS, LLC FOR WEED CONTROL OF THE FRESHWATER STORMWATER DRAINAGE SYSTEM

Mr. Falgout provided a brief overview to this item. Mr. Peel and Mr. Schrager presentetd a PowerPoint presentation, which is attached to these minutes. Topics discussed included: the spraying beeing done on the fresh water ditches and after the initial spray the City will be evaluating futue needs for staff and equipment.

This item will be continued at the next Business Meeting.

6 RESOLUTION 2018-XX APPROVING THE CDBG CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE PROGRAM YEAR OF OCTOBER 1, 2017 TO SEPTEMBER 30, 2018

Mr. Falgout provided a brief overview to this item. Mr. Papa presented a PowerPoint presentation, which is attached to these minutes. Topics included: the requirementss for application; the internal process; monitoring requirements; the grant program; complying with Federal requirements; including non-profit and Spring 2019 will start our grant process.

This item will be continued at the next Business Meeting.

WRITTEN ITEMS

7 RESOLUTION 2018-XX APPROVING PIGGYBACKING THE COBB COUNTY BOARD OF COMMISSIONERS CONTRACT WITH GARLAND FOR THE PURCHASE OF ROOFING SERVICES AND SUPPLIES FOR FIBERNET COLOCATION FACILITY #1

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

8 RESOLUTION 2018-XX APPROVING PRICE AGREEMENTS WITH DIAMOND R FERTILIZER CO., INC., REIDEX/TARGET SPECIALTY PRODUCTS, SITEONE LANDSCAPE SUPPLY, AND SUNNILLAND CORPORATION FOR VARIOUS LANDSCAPE CHEMICALS AND FERTILIZER

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

9 RESOLUTION 2018-XX APPROVING THE DONATION OF A 2.93 ACRE RESERVE PARCEL OF LAND OWNED BY GREEN HILL REAL ESTATE

Mr. Falgout provided 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.

The following citizens gave the concerns, opinions and suggestions: Steve Carr

DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

CM Howell asked for the progress on his concerns regarding various intersections in the City.

CM Branquinho expressed his concerns regarding the public works facility.

Mr. Falgout and Ms. Smith will be bringing special meetings to schedule for Council to consider at the next meeting.

DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

No report.

DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

City Clerk discussed the SGR special meeting dates and will present to Council for approval at the next business meeting.

ADJOURNMENT

The meeting was adjourned at 2:08 P.M.

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

City of Palm Coast, Florida

Agenda Item

Agenda Date : 12/18/2018

Department	Information Technology	**Amount**	$71,471.00
Item Key		**Account**	65052525-034000

Subject RESOLUTION 2018-XX APPROVING PIGGYBACKING THE FLORIDA DEPT. OF MANAGEMENT SERVICES CONTRACT WITH GARTNER, INC. FOR IT RESEARCH AND ADVISORY SERVICES.

Background :

UPDATE FROM DECEMBER 11, 2018 WORKSHOP

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

ORIGINAL BACKGROUND FROM THE DECEMBER 11, 2018

The City Council adopted priorities for FY2019 include a performance measure to engage an external consultant to evaluate existing software products. In addition, City Council adopted several additional priorities that could benefit from IT technical expertise and consulting services.

Gartner is well known as a global leader in research and IT Executive services. Included in this engagement are the following planned outcomes:

- Diagnostic Benchmark of Digital Capabilities and IT Cost Optimization,
- Enable Future Growth through Rationalization and Effective Cost Realignment,
- Assist with Development of a Comprehensive IT Strategic Plan to include Cloud and Enterprise Applications Modernization Strategy,
- Assist with Smart City Initiatives including search for Private Partnership,
- Access to I.T. and Government-related research material including software/services reviews and a plethora of statistics data.

City staff is recommending piggybacking the Florida Dept. of Management Services (#81141902-Vita-18-AC) with Gartner through 3/12/2021 for IT research and advisory services. Piggybacking existing competitively bid contracts is advantageous since the pricing is generally better than what the City could obtain on its own, and the City does not incur the expense and delay of soliciting a bid.

The underlying contract is a service agreement that is subscription based, meaning all services become available with the annual subscription payment. Attached is the services included in the subscription. The annual subscription costs for these services is $71,471.00 in 2019. Funds for this project have been budgeted for in the FY2019 Information Technology Department.

SOURCE OF FUNDS WORKSHEET FY 2018-19

Information Technology Fund – Internal – Other Contractual 65052525-034000	$181,000.00
Total Expended/Encumbered to Date……	$ 31,479.90
Pending Work Orders/Contracts……	$ 0.00
Current (WO/Contract)……..	$ 71,471.00
Balance…….	$ 78,049.10

Recommended Action :

Adopt Resolution 2018-XX approving piggybacking the Florida Department of Management Services Contract with Gartner, Inc. for IT research and advisory services.

RESOLUTION 2018____
PIGGYBACK CONTRACT
FLORIDA DEPT. OF MANAGEMENT SERVICES WITH GARTNER, INC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE FLORIDA DEPT. OF MANAGEMENT SERVCICES CONTRACT WITH GARTNER, INC. FOR INFORMATION TECHNOLOGY RESEARCH AND ADVISORY SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast desires to piggyback the Florida Dept. of Management Services contract with Gartner, Inc. for IT research and advisory services; and

WHEREAS, Gartner desires to provide the above mentioned services to the City of Palm Coast.

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

SECTION 1. APPROVAL OF PIGGYBACK CONTRACT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the piggyback contract between the Florida Department of Management Services and Gartner, for IT research and advisory services, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 18th day of December 2018.

CITY OF PALM COAST, FLORIDA

_____

ATTEST: MILISSA HOLLAND, MAYOR

_____

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A-Piggyback Contract Florida Dept. of Management Services with Gartner

Approved as to form and legality

_____

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

DocuSign Envelope ID: 71EB361A-F7A7-41D8-97C9-382BA771542D

CONTRACT EXECUTIVE OVERVIEW
(Non-Construction)

Vendor Name Gartner, Inc.

Project Name: IT Research and Advisory Services

Bid/Reference # 81141902-VITA-18-ACS

Contract Type: Engagement Letter (Piggyback)

Contract Value $ 71,471.00

In Process

Resolution # _____ **City Council Approval Date:** _____

Standard Contract Template (Y/N): n/a - piggyback

If No, then Reviewed by City Attorney: n/a - piggyback

Length of Contract: 3 years -ending 3/12/2021

Renewable (Y/N): y

If Yes, # and length of renewals: 4 @ one year each

City's Project Manager Chuck Burkhart

Brief Description/Purpose:

To utilize the Florida Dept of Management Services Alternate Contract Source #81141902-VITA-18-ACS including pricing originally on the Commonwealth of Virginia's contract with Gartner, Inc for IT Research and Advisory services.

Approvals:

Responsible Dept. Director _____ **Date:** _____

City Finance _____ **Date:** _____

City Attorney _____ **Date:** _____

Interim City Manager _____ **Date:** _____

Vendor Name and Email Address: Angie Russo angie.russo@gartner.com

DocuSign Envelope ID: 71EB361A-F7A7-41D8-97C9-382BA771542D

city of PALM COAST

Administrative Services & Economic Development
Central Services Division

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

Gartner, Inc.
Attn: Phillip A. Cummings, Sr. Director Contracts Counsel
1201 Wilson Blvd, 17th Floor
Arlington, VA 22209

RE: Engagement Letter Authorizing Piggyback

Alternate Contract Source - Florida Dept. of Management Services
Contract Name

81141902-VITA-18-ACS
Contract Reference

In Process

Dear Mr. Cummings,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below.

All invoices should be sent via email to ap@palmcoastgov.com. If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below, if you have any questions.

Regards,

Rose Conceicao

Rose Conceicao
Risk Management & Contract Coordinator
rconceicao@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

By: _____

Print: Beau Falgout

Title: Interim City Manager

Date: _____

DocuSigned by:
By: Phillip A. Cummings
(Authorized Corporate Officer)
FD5522F0B5EC4DA...

Print Name: Phillip A. Cummings

Title: Contracts Counsel

Date: Nov 28, 2018 | 5:02 PM EST

Proposed Investment

Service	Quantity of Licenses	Proposed License Holder	Investment
Gartner for Enterprise IT Leaders	2	Chuck Burkhart (Leader) TBD (Cross Function Member) January 1, 2019-December 31, 2019	$71,471
Possible Early Activation December 2018		**Total**	$71,471

Gartner for Enterprise IT Leaders (EITL)

- Assigned Service Delivery Team; Leadership Partner and Leadership Client Manager
- Member Value Plan
- Annual Onsite Meeting
- Gartner for IT Leaders Content; Diagnostic Tools, Toolkits, IT Key Metrics Data
- Facilitated Networking & Community Events
- Member Forum Meetings Held Twice per Year
- Member-Driven Research
- Exclusive Peer Content on My Gartner
- Enterprise IT Leaders Webinars
- Designated Member Delegate
- Including All of the GITL Content, Analysts and Research

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Gartner Executive Summary for City of Palm Coast

City Objectives

- **Entrepreneurial Ecosystem**
- **Town Center Innovation**
- **Upgrade of Technological Infrastructure**
- **Increased Citizen and Customer Experience**
- **Sustainability**

Strategic Priorities

Leverage the use of technology to: 1) Enhance, expand and improve Citizen experience 2) Increase efficiency and access 3) Ensuring security 4) Enable enhanced digital capabilities for City and Utility

Challenges / Opportunities

Resources – lack the FTE skills and competencies to drive the level of change required

Governance – lack a good process to prioritize projects and IT spend

IT Maturity – the capabilities of the current IT organization will not deliver the level of service and impact required

Key Initiatives the proposed Gartner services will contribute to

Digital Government Strategy
Smart City and Citizen Engagement

Applications Modernization
Cloud Strategy

Information and Cyber Security

Draft Gartner Engagement Planned Outcomes

- Diagnostic Benchmark of Digital Capabilities and IT Cost Optimization
- Enable Future Growth through Rationalization and Effective Cost Realignment
- Develop Comprehensive IT Strategic Plan
- Cloud and Enterprise Applications Modernization Strategy
- Organize and Drive Organization to enable Smart City Capabilities
- Drive Organizational Alignment through IT Partnerships and Joint Planning

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Gartner Resource Alignment for City of Palm Coast

City Priorities

- Stabilize, Innovate and Increase Efficiencies through IT Optimization
- Cost Optimization and Financial Transparency
- Digital Government and Smart City Capabilities
- Security and Risk Mitigation

Key Initiatives

1. IT Strategic Planning and Governance
2. Project Management & Prioritization
3. IT Cost Optimization/Vendor Management
4. Digital Equity/Citizen Engagement
5. Smart City/IT Alignment
   IT Maturity to meet City Needs
6. Cybersecurity Strategy

Gartner Impact

- Benchmarking / Maturity Assessment / Cost and Budget Assessment
- Proven Best of Breed Practices for New IT Director On-boarding
- Strategic Plan & Governance Framework
- Digital Government & Technology & Service Provider Selection
- Providing Best Practices, Policies, Documentation Reviews to mitigate risks
- Security and Cloud Strategy Framework and Advisory

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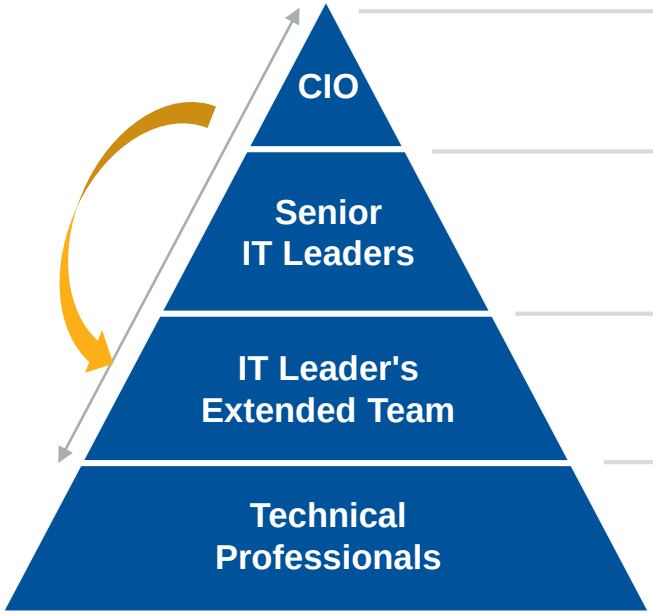
Gartner Research and Advisory Portfolio of Services

Contract Vehicle: Florida State Term Contract #81141902-VITA-18-ACS



Gartner offering	Focus	Value
Executive Programs Leadership Team	**Strategy**	Equips CIOs and their teams with the tools and knowledge they need to deliver exceptional business results for their organizations
Enterprise IT Leaders	**Planning**	Provides IT leaders with just-in-time, role-specific insight from Gartner analysts and peers to drive outstanding results with their critical initiatives and IT purchases
IT Leadership Team	**Management**	Provides an IT leader's extended team with the Gartner resources they need to maximize the value they deliver
Gartner for Technical Professionals	**Execution**	Provides in-depth technical research and guidance to help technologists advance the initiatives/projects that support execution of the IT strategy

** GTP is not sold as a stand-alone offering

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City of Palm Coast, Florida

Agenda Item

Agenda Date: 12/18/2018

Department	Information Technology	**Amount**	$98,284.63
Item Key		**Account**	#65052525-051020

Subject RESOLUTION 2018-XX APPROVING THE SALESFORCE LICENSING AGREEMENT WITH CARAHSOFT TECHNOLOGY, INC.

Background :

UPDATE FROM DECEMBER 11, 2018 WORKSHOP

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

ORIGINAL BACKGROUND FROM THE DECEMBER 11, 2018

The City Council adopted priorities for FY2019 include several performance measures related to innovation, entrepreneurship, and developing a Citizen Engagement Platform.

To this end, City Council approved an Innovation Partnership Agreement on August 21, 2018 with Coastal Cloud, a local and leading technology based company, to develop a Citizen Engagement Platform. Coastal Cloud's services are being provided at no-cost to the City in order to jointly develop a Citizen Engagement Portal that could help Coastal Cloud expand their footprint in the public sector and help the City better interact with our citizens. The portal is being developed on the Salesforce platform, one of the leading customer relationship management solutions in the world. The approved Innovation Partnership Agreement is attached.

Since that time, Coastal Cloud and City staff have been working together to test and develop the Citizen Engagement Portal. In order to further develop the portal, test, and implement, the City needs to purchase licensing for the Salesforce software. The need for licensing was discussed with City Council at the time of the Innovation Partnership Agreement approval. This licensing is required to allow both development and production usage of the resulting application. Here is a description of the 5 licenses required:

1. Lightning Service Cloud (Enterprise Edition) - The 34 Service Cloud Enterprise Edition licenses is a customer service and support platform built to help you get faster and reliable case resolution. It lets you deliver smarter service with a 360-degree view of every customer, resolve issues across any channel, and increase customer satisfaction by connecting your whole business. Your agents are empowered by having complete visibility into every interaction with every customer and, with computer-telephony integration (CTI), are able to accelerate handling times of customer phone-in calls to boost agent productivity and improve customer satisfaction.
2. Lightning Field Service (Dispatcher) - The 2 dispatcher licenses are utilized to assign the right field employees to the right jobs at the right time from a single, purpose-built dashboard. Our console for assigning jobs, optimizing schedules and routes, as well as managing resources.
3. Lightning Field Service (Contractor) - The 57 Field Service Contractor licenses are for scheduling external users, with access to work orders, cases, contracts, and accounts.
4. Customer Community (Enterprise Edition) - The 1000 Customer Community licenses are the external facing portal. Customer Community enables self-service and builds deeper relationships. Lightning Community Builder makes it easy to create and maintain a mobile-ready community. Chatter collaboration enables access to groups, topics and files. Since

Community Cloud is built on the trusted, secure Salesforce platform, customers can integrate third-party apps and data. Results: increased call deflection, faster case resolution, and greater customer satisfaction.

5. Premier+ Success Plan (Support & Admin) - This is a must for all of our 311 implementations. It will give you access to exclusive success programs and 1-on-1 engagements through Accelerators & Success Managers to provide you with best practices, adoption strategies, proactive recommendations, and release readiness.

The total annual cost for the salesforce licensing is $98,284.63. City Council specifically included funding ($252,000.00) within the Fiscal Year 2019 Budget software budget line for 311 licensing (aka Citizen Engagement Portal) and other additional Smart City initiatives.

SOURCE OF FUNDS WORKSHEET FY 2018-19

Information Technology Fund – Internal – Software 65052525-0521020	$1,133,166.00
Total Expended/Encumbered to Date……	$ 471,600.05
Pending Work Orders/Contracts……	$ 0.00
Current (WO/Contract)……..$	98,284.63
Balance……	$ 563,275.32

Recommended Action :

Adopt Resolution 2018-XX approving the Salesforce licensing agreement with Carahsoft Technology, Inc.

RESOLUTION 2018 -____
SALESFORCE LICENSING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE SALESFORCE LICENSING AGREEMENT WITH CARAHSOFT TECHNOLOGY, INC.; 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, Carahsoft Technology Inc., desires to provide salesforce license software to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires purchase the salesforce license software from Carahsoft Technology, Inc.

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

SECTION 1. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the agreement with Carahsoft Technology, Inc., for the purchase of salesforce licensing, as referenced herein and attached hereto as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the purchase 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 4th day of December 2018.

CITY OF PALM COAST, FLORIDA

_____
MILISSA HOLLAND, MAYOR

ATTEST:

_____
VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Salesforce Agreement with Carahsoft Technology Inc.

Approved as to form and legality

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

Government - Price Quotation

Salesforce.com Government at Carahsoft

Carahsoft Technology Corp.
1860 Michael Faraday Drive | Sui 100 | Reston, Virginia 20190
Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: [redacted]
City Manager
City of Palm Coast
160 Cypress Point Parkway
Palm Coast, FL 32135 USA

EMAIL: [redacted]

PHONE: (386) 986-3702

FROM: Tyler Miller
Carahsoft Technology Corp.
1860 Michael Faraday Drive
Suite 100
Reston, Virginia 20190

EMAIL: Tyler.Miller@carahsoft.com

PHONE: (703) 673-3551 **FAX:** (703) 871-8505

TERMS:
FTIN: 52-2189693
Shipping Point: FOB Destination
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
Credit Cards: VISA/MasterCard/AMEX
Sales Tax May Apply

QUOTE NO:	12657772
QUOTE DATE:	11/05/2018
QUOTE EXPIRES:	11/30/2018
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$98,284.63
TOTAL QUOTE:	$98,284.63

LINE NO.	PART NO.	DESCRI	QUOTE PRICE		QTY	EXTENDED PRICE
1	205-0004	Lightning Service Cloud - Enterprise Edition Start Date: 12/03/2018 End Date: 12/02/2019	$1,279.58	OM	34	$43,505.72
2	205-0017N	Lightning Field Service - Dispatcher - Enterprise Edition Start Date: 12/03/2018 End Date: 12/02/2019	$1,680.64	OM	2	$3,361.28
3	205-0017	Lightning Field Service - Contractor - Enterprise Edition Start Date: 12/03/2018 End Date: 12/02/2019	$458.36	OM	57	$26,126.52
4	205-0024	Customer Community - Enterprise Edition - Logins Start Date: 12/03/2018 End Date: 12/02/2019	$8.91	OM	1000	$8,910.00
5	205-0160	Premier+ Success Plan (Support & Admin) Start Date: 12/03/2018 End Date: 12/02/2019	$16,381.11	OM	1	$16,381.11
		SUBTOTAL:				$98,284.63
			TOTAL PRICE:			**$98,284.63**
			TOTAL QUOTE:			**$98,284.63**

Carahsoft Technology Corp.
1860 Michael Faraday Drive | Suite 100 | Reston, Virginia 20190
Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
www.carahsoft.com | sales@carahsoft.c m

LINE NO.	PART NO.	DESCRI	QUOTE PRICE	QTY	EXTENDED PRICE

---Product Special Terms---
Scratch Org
The following terms shall govern all of Customer's use of the Scratch Orgs functionality, whether provisioned pursuant to this or another Order Form. Scratch Orgs are for testing and development use only, and not for production use. As part of its system maintenance, SFDC will periodically delete any Scratch Org, including any associated data or Active Scratch Objects, as set forth in the Documentation. Deletion of an active Scratch Org shall not terminate Customer's Scratch Org subscription; if an active Scratch Org is deleted during Customer's Scratch Org subscription term, Customer may create a new active Scratch Org. Creation of new active Scratch Orgs count towards the daily scratch org limits set forth in the Documentation. Any representations, warranties and covenants in the Customer's MSA regarding log retention, back-ups, disaster recovery, and return and deletion of data shall not apply to Scratch Orgs.

Courtesy Administrators for Premier+ Success
The Courtesy Administrators for Premier+ Success are provided to Customer free of charge for use only by the SFDC administration team in connection with Customer's purchase of the Premier+ Success Plan in order to allow SFDC to perform the administration functions described in the Premier+ Success Plan ("Courtesy Administrator Subscriptions"). After Customer's execution of this Order Form, SFDC will provide Customer with instructions on how to set up the Courtesy Administrator Subscriptions. For clarity, the Courtesy Administrator Subscriptions are provided on a one-time basis and Customer may not add on any additional Courtesy Administrator Subscriptions during the Order Term despite anything to the contrary in any agreement between Customer and SFDC.

Free Sandbox with Enterprise Edition
Sandbox subscriptions are for testing and development use only, and not for production use. As part of its system maintenance, SFDC may delete any Sandbox that Customer has not logged into for 150 consecutive days. Thirty or more days before any such deletion, SFDC will notify Customer (email acceptable) that the Sandbox will be deleted if Customer does not log into it during that 30-day (or longer) period. Deletion of a Sandbox shall not terminate Customer's Sandbox subscription; if a Sandbox is deleted during Customer's Sandbox subscription term, Customer may create a new Sandbox.

Lightning Service Cloud
Customer's use of this product is subject to the following restrictions: http://www2.sfdcstatic.com/assets/pdf/misc/lightning-contractual-restrictions.pdf. Customer understands that the foregoing functionality restrictions are contractual in nature (i.e., these restrictions are not enforced in the Services as a technical matter) and therefore agrees it is responsible for monitoring its Users' use of such subscriptions and for enforcing such use restrictions. SFDC may review Customer's use of such subscriptions at any time through the Services.

Lightning Field Service - Dispatcher
Lightning Field Service - Dispatcher is intended for use by Users whose primary job function includes scheduling or optimization of Work Orders, Field Technicians or Assets. Lightning Field Service - Dispatcher may not be used by Users whose primary job function is: a) management of inbound customer communication in a contact center (ex. call center), b) customer case management, or c) operation in a sales or pre-sales capacity. Customer understands that the foregoing limitations are contractual in nature (i.e. not limited as a technical matter in the Services), and therefore agrees to strictly monitor its Users' use of such subscriptions and enforce the applicable restrictions. SFDC may monitor Customer's use of the subscriptions at any time through the Services. Lightning Field Service - Dispatcher provides third party scheduling and optimization functionality that integrates with Service Cloud. Such third party functionality is a non-SFDC application (a "Non-SFDC Application" or "Third-Party Application", as that term may be defined in the Agreement between SFDC and Customer). Customer agrees that by entering into this Order Form it is also entering into, and will be bound by, the following End User Terms with respect to such non-SFDC application: www.clicksoftware.com/end-user-terms In order to access Lightning Field Service - Dispatcher, the Customer's system administrator must first install it in the Customer's Salesforce instance via the following link: http://fsl.force.com/install Customer's use of this product is subject to the same restrictions as Lightning Service Cloud identified at: http://www2.sfdcstatic.com/assets/pdf/misc/lightning-contractual-restrictions.pdf. Customer understands that the foregoing functionality restrictions are contractual in nature (i.e., these restrictions are not enforced in the Services as a technical matter) and therefore agrees it is responsible for monitoring its Users' use of such subscriptions and for enforcing such use restrictions. SFDC may review Customer's use of such subscriptions at any time through the Services.

Customer Community (Logins/month)
Subscriptions to Customer Community (Logins/month) may not be purchased for use by Customer employees or other personnel of Customer. Each Customer Community (Logins/month) subscription entitles the Permitted Users access to all such Communities within the same Org up to the number of log-ins per calendar month ordered (the "Permitted Number of Monthly Logins"). The beginning and end of each calendar month will conform with U.S. Pacific Time. Customer shall assign each Permitted User a User profile or permission set that permits access to no more than 10 custom objects in each applicable community. Salesforce.com will provision 20 User subscriptions for each of the Permitted Number of Monthly Logins; subject, however, to the limitations on the aggregate number of User subscriptions per Org set forth in the Documentation ("Permitted Users"). Customer understands that the above limitations are contractual in nature (i.e., they are not limited as a technical matter in the Service) and therefore agrees to strictly review its Users' use of such subscriptions and enforce the limits set forth herein. SFDC may review Customer's use of the subscriptions at any time through the Service. Unused logins are forfeited at the end of each anniversary of the Order Start Date hereunder or the Order End Date, whichever occurs first, and do not roll over to subsequent months.

Carahsoft Technology Corp.
1860 Michael Faraday Drive | Suite 100 | Reston, Virgini 20190
Phone (703) 871-8500 | F x (703) 871-8505 | Toll Fre (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE

Lightning Field Service - Contractor, Lightning Field Service - Contractor+
Subscriptions to Lightning Field Service - Contractor and Lightning Field Service - Contractor+ are limited to use by Customer's third party contractors and may not be used by Customer's employees. Lightning Field Service - Contractor and Lightning Field Service - Contractor+ provide third party scheduling and optimization functionality integrated with Customer Community Plus (in the case of Lightning Field Service - Contractor) or Partner Community (in the case of Lightning Field Service - Contractor+). Such third party functionality is a non-SFDC application (a "Non-SFDC Application" or "Third-Party Application", as that term may be defined in the Agreement between SFDC and Customer). Customer agrees that by entering into this Order Form it is also entering into, and will be bound by, the following End User Terms with respect to such non-SFDC application: www.clicksoftware.com/end-user-terms In order to access Lightning Field Service - Contractor or Lightning Field Service - Contractor+, as applicable, the Customer's system administrator must first install the following managed package in the Customer's Salesforce instance via the following link:
http://fsl.force.com/install Each Lightning Field Service - Contractor subscription User and each Lightning Field Service - Contractor+ subscription User, as applicable, may access all Communities within the same Org. Customer shall assign each Lightning Field Service - Contractor User, or each Lightning Field Service - Contractor+ User, as applicable, a User profile or permission set that permits access to no more than 10 custom objects in the applicable community. Customer understands that the foregoing limitations are contractual in nature (i.e., they are not limited as a technical matter in the Service) and therefore agrees to strictly review its Users' use of such subscriptions and enforce the limits set forth herein. SFDC may review Customer's use of the subscriptions at any time through the Service.

Annual renewal increase will not exceed 7% YOY, provided the renewal is for a minimum of the above represented user subscription quantities/configuration and a minimum of one year renewal period.

Licensee agrees that any order for Salesforce.com will be governed by the terms and conditions of the Carahsoft Salesforce Service Terms copies of which are found at https://www.carahsoft.com/Eula/Salesforce_MSA and all Schedules referenced by the Service Terms are made a part hereof. Licensee acknowledges it has had the opportunity to review the Agreement, prior to executing an order.

Should the licensee purchase Government Cloud Licenses with Government Cloud Premier + Support, the following terms shall apply to the support: http://www.carahsoft.com/government-cloud-terms

Should the licensee purchase Salesforce Marketing Cloud Licenses, the following terms shall apply to those products: http://www.salesforce.com/assets/pdf/misc/salesforce_MSA.pdf

https://help.salesforce.com/articleView?id=salesforce_help_map.htm&type=0

A list of currently available FedRAMP/IL4 Authorized Salesforce products can be found here: https://help.salesforce.com/articleView?id=000270080&language=en_US&type=1

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city of PALM COAST

Administrative Services & Economic Development
Central Services Division

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

Coastal Cloud, LLC.
Attn: Mr. Tim Hale, Managing Partner
1 Hammock Beach Parkway
Palm Coast, FL 32137

Re: Innovation Partnership Agreement

Dear Mr. Hale,

Please review and sign the attached Innovation Partnership Agreement via DocuSign.

Unless otherwise provided in writing, the parties designate the following as respective places for giving written notice to the other under the agreement:

For the City:
City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

For Coastal Cloud
Tim Hale, Managing Partner
Coastal Cloud, LLC
1 Hammock Beach Parkway
Palm Coast, Florida 32137

Thank you for your attention to this request.

Regards,

Rose Conceicao

Rose Conceicao
Risk Management & Contract Coordinator

Acknowledged by: DocuSigned by: Tim Hale 4E7CA63909A8468... Date: Sep 5, 2018 | 2:48 PM EDT

Print Name: Tim Hale

DocuSign Envelope ID: 104E8A9E-9108-444E-AF85-5A1C7F3F67CE

INNOVATION PARTNERSHIP AGREEMENT

THIS INNOVATION PARTNERSHIP AGREEMENT ("Agreement") is made and entered into this 8th day of September, 2018, by the **CITY OF PALM COAST, FLORIDA,** a municipal corporation with offices at 160 Lake Avenue, Palm Coast, Florida 32164 ("City") and Coastal Cloud, LLC., with offices at 1 Hammock Beach Parkway, Palm Coast, Florida 32137 ("Coastal Cloud").

RECITALS:

WHEREAS, Coastal Cloud is a technology-based company that provides process, and technical expertise to design robust and maintainable solutions on a cloud-based platform that is accessible by the internet; and

WHEREAS, Coastal Cloud is looking to expand their footprint in the public sector; and

WHEREAS, the City is currently assessing solutions related to a 311 system that is citizen facing that could either integrate with current technology in use or replace existing technology; and

WHEREAS, Coastal Cloud seeks to better understand the City's challenges and opportunities in seeking solutions for a citizen facing 311 system to help expand their footprint in the public sector; and

WHEREAS, the City could benefit from Coastal Cloud's experience and perspective in developmental technology solutions for future clients; and

WHEREAS, the City and Coastal Cloud have a unique opportunity to partner together and exchange knowledge to one another at no cost; and

WHEREAS, the partnership between the City and Coastal Cloud will further the shared goals of expanding the local economy and contributing to Palm Coast's reputation as a center for innovation and technology.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable conservation which the parties agree has been exchanged and received, the parties agree as follows:

1.0 **Recitals**. The above recitals are true and accurate and are fully incorporated herein by reference.

2.0 **Commitments by Coastal Cloud**

(a) Agrees to participate in this partnership at its own cost and expense.

(b) Agrees to participate with City staff in the assessment of solutions related to a 311 system.

(c) Agrees to make recommendations to City staff for solutions related to a 311 system.

(d) Agrees to provide City staff with access to any 311 solutions developed by Coastal Cloud for testing and/or trials periods at no cost to the City.

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3.0 **Commitments by City**

(a) Agrees to invite Coastal Cloud to participate with City staff in the assessment of solutions related to a 311 system.

(b) Agrees to share City insight, knowledge and expertise for research purposes to Coastal Cloud.

(c) Agrees to be available to Coastal Cloud representatives for research purposes.

(d) Agrees to test any 311 solutions developed by Coastal Cloud and provide feedback.

4.0 **Term; Completion Schedule.** This agreement shall commence on date stated above, and shall terminate one year after, unless extended in writing by either party upon notice. This Agreement may be extended only upon mutual written consent of the parties.

5.0 **Fees.** Both parties agree to offer services, insights and recommendations at no cost during the agreement terms. There are no fees for the services being provided under this Agreement.

6.0 **Ownership of documents.** Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials ("Materials") with respect to work performed under this Agreement shall vest with City, as provided herein. City shall obtain written authorization from Coastal Cloud prior to using any Materials for any other project. All work products that result from this Agreement, including system designs, report formats, computer programs, software configurations, system documentation, training materials and any other Materials with respect to work performed under this Agreement shall vest jointly with City and Coastal Cloud, as provided herein. Coastal Cloud reserves the right to utilize these work products on other Coastal Cloud client engagements. Coastal Cloud does not have a right to City data.

7.0 **Termination.** The City shall have the authority to terminate this Agreement, upon written notice to Coastal Cloud, for any reason whatsoever. Upon receipt of written notice of such termination by the City, Coastal Cloud shall promptly cease all services on this project, unless otherwise directed by City; and

(a) City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.

(b) The rights and remedy of the City and Coastal Cloud provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

8.0 **Compliance with Laws.** Coastal Cloud shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority regarding the location and continued operations of its business with the City.

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9.0 **Conflict of Interest.** Coastal Cloud warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Coastal Cloud further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Coastal Cloud shall promptly notify the City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement.

10.0 **Non-Exclusive Agreement.** This Agreement is non-exclusive and both City and Coastal Cloud expressly reserves the right to contract with other entities for the same or similar services**.**

11.0 **Rights and Obligations under Agreement**. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

12.0 **Indemnification and Hold Harmless.** Coastal Cloud shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or violation of any relevant federal, state or municipal law or ordinance, or other cause in connection with the negligent, recklessness or intentional acts or omission of Coastal Cloud its employees, subcontractors or agents, or on account of the performance or character of the work, except for any such claim arising from the negligence or willful misconduct of the City, its officers, employees or agents. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Coastal Cloud from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

13.0 **Applicable Law and Venue.** This Agreement shall be construed under the laws of the State of Florida. Venue for any actions brought concerning this Agreement shall be Flagler County, Florida.

14.0 **Public Records.** This Agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. Coastal Cloud shall:

1. Keep and maintain all public records required by the City to perform the services herein; and

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement; and

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of Coastal Cloud or keep and maintain public records required by the City to perform the services herein. If Coastal Cloud transfers all public records to the City upon completion of the Agreement, Coastal Cloud shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

All requests to inspect or copy public records relating to the Agreement shall be made directly to the City. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to the City. Failing to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Coastal Cloud shall fully indemnify and hold harmless the City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the failure to comply with these requirements.

QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES REGARDING THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, SHOULD BE DIRECTED TO THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, VSMITH@PALMCOASTGOV.COM, 160 LAKE AVENUE, PALM COAST, FL 32164.

IN WITNESS THEREOF, this Agreement is entered into as of the day and year the last party signs this Agreement as stated below.

CITY OF PALM COAST, FLORIDA

DocuSigned by:

By: Jim Landon Date Sep 8, 2018 | 8:23 AM EDT

A8FD2A6B0A8446...

JIM LANDON, CITY MANAGER

COASTAL CLOUD, LLC

DocuSigned by:

By: Tim Hale Date Sep 5, 2018 | 2:48 PM EDT

4E7CA63909A8468...

Name: Tim Hale

City of Palm Coast, Florida

Agenda Item

Agenda Date: 12/18/2018

Department	Community Development	**Amount**	$164,208.08
Item Key		**Account**	54205511-034000-55105

Subject RESOLUTION 2018-XX APPROVING A WORK ORDER WITH AQUATIC MANAGEMENT PLUS, LLC FOR WEED CONTROL OF THE FRESHWATER STORMWATER DRAINAGE SYSTEM

Background :

UPDATE FROM DECEMBER 11, 2018 WORKSHOP

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

ORIGINAL BACKGROUND FROM THE DECEMBER 11, 2018

This is in alignment with the Council's directive for moving forward with an enhanced approach to City wide improvements to the capacity and conveyance of the City's stormwater system. City Council approved a master services contract with Aquatic Management, LLC on October 16, 2018 to conduct freshwater canal spraying to control aquatic weed growth. Aquatic Management Plus, LLC. has held multiple spray contracts with the City of Palm Coast for the past 12 years. They will spray only state approved herbicides, using multiple pieces of equipment to access all ditch areas.

Consistent with City Council's goals to move forward with the enhanced approach to our stormwater program, City staff requested additional services from Aquatic Management Plus, LLC to address ditch spraying. This scope includes an initial and secondary treatment of all ditches within City easements and rights-of-way. City staff negotiated an additional work order with a scope and fee not-to-exceed $164,208.08 with Aquatic Management Plus, LLC under the approved master services contract. City staff have determined that the costs of these services are consistent with pricing for these services. Funds for this project have been budgeted for out of FY 2019 stormwater budget.

SOURCE OF FUNDS WORKSHEET FY 2019

Stormwater Maintenance 54205511-034000-55105	$1,192,216.00
Total Expended/Encumbered to Date……	$ 530,825.82
Pending Work Orders/Contracts……	$
Current (WO/Contract)……	$ 164,208.08
Balance……	**$ 497,182.10**

Recommended Action :

Adopt Resolution 2018-XX approving a work order with Aquatic Management for weed control of the freshwater stormwater drainage system.

RESOLUTION 2018 -____
WEED CONTROL

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

WHEREAS, Aquatic Management Plus, LLC, desires to provide weed control of the freshwater stormwater drainage system;

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

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

SECTION 1. APPROVAL OF WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of a work order with Aquatic Management Plus, LLC, for weed control in the freshwater stormwater drainage system, 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 18th day of December 2018.

CITY OF PALM COAST, FLORIDA

_____
MILISSA HOLLAND, MAYOR

ATTEST:

_____
VIRGINIA A. SMITH, CITY CLERK

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

Approved as to form and legality

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

WORK ORDER # 1

PO #: _____

DATE: 11 / 27 /20 18

ProjectManager's Initials MP

SUPPLIER INFORMATION		BID DETAILS	
Name	Aquatic Management	Project Title	Weed Control of the Palm Coast Ditch System
Street	109 Oak Tree Lane	Bid #	RFP-CD-18-60
City, State, Zip	Palatka, Fl 32177	City Council Approval date	10/16/2018

TOTAL COST: $164,208.08

(must equal amount of Purchase Order)

1. **INCORPORATION BY REFERENCE** The provisions of the agreement dated 10 16, 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 - 09/30/20 19

5. **DESCRIPTION OF SERVICES (chose one):** (•) ATTACHED ( ) INCLUDED IN CONTRACT

6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** ( ) No ( ) Yes **If yes, identify below:**

Completion date based on City issuing a notice to proceed no later 1/02/2019

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: _____

Print: David Ryan

Title: Sole Managing Mbr

Date: 11/29/18

CITY APPROVAL

By: _____

Print Name: _____

Title: Assistant City Manager or Designee

Date: _____

Weed Control of the Palm Coast Ditch System

Submitted by:

AQUATIC MANAGEMENT Plus

We're All Your Lake Needs

10/01/2018

AQUATIC MANAGEMENT Plus
We're All Your Lake Needs
109 Oak Tree Lane, Palatka, FL 32177

To whom it may concern,

Aquatic Management Plus, LLC has held multiple spray contracts with the City of Palm Coast over the last 12 years. At one time we did a lot of the weed control in the ditches. If this proposal is accepted we will spray only state approved herbicides at the rate stated on the label. We will use multiple pieces of equipment to access all ditch areas such as mules, MarshMaster, backpack sprayers, and a 200 gallon truck-bed tank w/ 300' of hose.

Thank you for your time,

David Ryan

Sole Managing Member

AQUATIC MANAGEMENT Plus

We're All Your Lake Needs

109 Oak Tree Lane, Palatka, FL 32177

Equipment Used

AQUATIC MANAGEMENT Plus
We're All Your Lake Needs
109 Oak Tree Lane, Palatka, FL 32177

Ditch Weed Control Price Schedule

Total Length: Ditches Wet/Dry - 938,332 feet

First Application - 9.5c per foot	$89,141.52

Dry Ditch = Imazapyr and Diuron
Wet Ditch = Imazapyr and 2-4D
Dry Ditch w/ Oak Trees = Glyphosate and 2-4D

Second Application - 8c per foot	$75,066.56

All Ditches = Glyphosate and 2-4D

GRAND TOTAL	**$164,208.08**

City of Palm Coast, Florida
Agenda Item

Agenda Date : 12/18/2018

Department	PLANNING	**Amount**	
Item Key	4990	**Account**	

Subject RESOLUTION 2018-XX APPROVING THE CDBG CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE PROGRAM YEAR OF OCTOBER 1, 2017 TO SEPTEMBER 30, 2018

Background:

UPDATE FROM DECEMBER 11, 2018 WORKSHOP

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

ORIGINAL BACKGROUND FROM THE DECEMBER 11, 2018

In accordance with the regulations for the Community Development Block Grant (CDBG) program, participants are required to complete an annual performance report called the Consolidated Annual Performance and Evaluation Report (CAPER).

The CAPER describes the activities and accomplishments during the recently completed program year (October 1, 2017 to September 30, 2018), using CDBG funds. This document provides information on expenditures of the CDBG funds received by the City through HUD. Additionally, this report provides an update on the City's progress in implementing the CDBG programs and activities identified in the Consolidated and Annual Action Plan.

The projects/activities and the accomplishments described in the CAPER, consistent with the national objectives of the CDBG program benefit low- and moderate-income persons or neighborhoods where there is a high percentage of low- and moderate income residents.

During the reporting period, the City accomplished the following:

- Completed rehabilitation of 4 single-family homes with an additional unit pending completion,
- Provided recreational activities scholarships to 37 low – moderate income students,
- Completed Flagler Free Clinic activity by providing health services to 155 low-moderate income patients, and
- Completed an additional 1.2 mile segment of the Seminole Woods Neighborhood Multi-use path system (final segment under construction)

Recommended Action: Staff and the Citizens Advisory Task Force recommend that the City Council approve the Consolidated Annual Performance and Evaluation Report for the program period of October 1, 2017 to September 30, 2018.

RESOLUTION 2018-___
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
(CAPER) FFY 2017 (FY 2017/18)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FFY 2017 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER); AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast (the "City") participates in the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program as an entitlement jurisdiction; and

WHEREAS, the City has prepared all the necessary documents, notices and forms to participate in the CDBG program; and

WHEREAS, the City Council has adopted a Citizen Participation Plan establishing the policies and procedures to be followed to encourage participation by residents and affected parties in the development of the City's CDBG programs; and

WHEREAS, the City implemented the policies and procedures of the Citizen Participation Plan to ensure appropriate and adequate citizen participation; and

WHEREAS, the City has completed a five-year consolidated plan (Consolidated Action Plan), which is a required comprehensive planning document in order to receive funding under the CDBG program; and

WHEREAS, the City prepared a one-year action plan (Annual Action Plan) to outline the proposed use of the available CDBG funds for the fiscal year; and

WHEREAS, the City has prepared a Consolidated Annual Performance and Evaluation Report (CAPER) for the period beginning October 1, 2017 and ending September 30, 2018, to report on the accomplishments and on-going progress of activities funded through the CDBG program; and

WHEREAS, the Citizens Advisory Task Force (CATF) held a public hearing on November 28, 2018, to hear public testimony of all interested parties regarding the FFY 2017 CAPER; and

WHEREAS, the CATF has recommended that the City Council approve the FFY 2017 CAPER; and

WHEREAS, the FFY 2017 CAPER was available for 15-day public comment period from November 15, 2018 to November 29, 2018.

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

SECTION 1. APPROVAL OF THE ANNUAL ACTION PLAN. The City Council of the City of Palm Coast hereby approves the FFY 2017 CAPER, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 18th day of December 2018.

CITY OF PALM COAST, FLORIDA

_____
MILISSA HOLLAND, MAYOR

ATTEST:

_____
VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – FFY 2017 CAPER

Approved as to form and legality

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

Consolidated Annual Performance and Evaluation Report (CAPER)

FFY 2017

(October 1, 2017 to September 30, 2018)

Submitted To:

US Department of Housing and Urban Development (HUD)

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)
This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

FFY 2017 was the first year of the City of Palm Coast's new 5-year Consolidated Action Plan. Accomplishemnts for the year include:

- Assisted 4 low- and moderate- income households with home repairs,
- Provided recreational activities scholarships to 37 low – moderate income students,
- Completed Flagler Free Clinic activity by providing health services to 155 low-moderate income patients, and
- Completed an additional 1.2 mile segment of the Seminole Woods Neighborhood Multi-use path system.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)
Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Infrastructure Projects	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	6898	11000	159.47%	6898	11100	160.92%
Provide Housing Assistance	Affordable Housing	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	6	4	66.67%	4	4	100.00%

Provide Public Service Assistance	Homeless Non-Homeless Special Needs	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	125	192	153.60%	125	192	153.60%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City in its Consolidated Action Plan identified infrastructure projects, housing assistance, and public service as its three main activities. The expenditures in the completed fiscal year reflect that the City is on target to meeting its strategic goals of completing the Seminole Wood Neighbhorhood Multi-use path project, continuing to provide assistance to homeonwers to repair their homes, as well as continuing to provide assistance to low-moderate income persons through public service programs (summer youth activities and health care).

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	23
Black or African American	10
Asian	0
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	**33**
Hispanic	8
Not Hispanic	25

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The expanded table shown as attachment below includes racial and ethnic background of beneficiaries from the Flagler County Free Clinic health services activity. This activity began in FFY 2016 and concluded in program year 2017. Based on the table below the the racial demographic of persons receiving CDBG assistance in 2017 is 65% are white, with African-American and Mixed or Other races receving the remaining 35% of assistance. Additionally, 10.4% of persons receiving assistance identied as of Hispanic background.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	485,286	469,400
HOME	HOME		
HOPWA	HOPWA		
ESG	ESG		
Other	Other		

Table 3 - Resources Made Available

Narrative

Based on IDIS Report PR-23 (see Attachment 1), the city expended $469,399.83 in CDBG funds in Program Year 2017. $318,711.58 was expended for the Seminole Woods Mulit-use Path, $130,688.25 for housing rehabilitation program and $20,000 for youth activities. The City recently hosted a housing workshop for homeowners interested in the City's CDBG home-owner rehabilitation program and expects a greater number of participants in the upcoming cycle.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description

Table 4 – Identify the geographic distribution and location of investments

Narrative

There are no target areas for CDBG activities in the City of Palm Coast. Housing units receving CDBG funding are on individual scattered sites, while individuals receiving assistance through CDBG funds are qualified based on income. Finally, the infrastructure project is within a low-moderate income Census Tract.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

City In-Kind Services

The City's main strategy in leveraging available CDBG funding is to provide in-kind services or the use of in-house staff to complete project tasks. City staff will typically complete planning, design, and construction services as part of an infrastructure project. Consistent with previous City activities, the Construction Management and Engineering Services Division designed the final phase of the Seminole Woods Multi-use Path, as well as completed the permitting process. Additionally, the City's Senior Environmental Planner coordinates the completion of the environmental review and the necessary environmental permitting for the Seminole Woods multi-use path. The construction of the Seminole Woods Multi-use Path will be carried out by the City's Public Works Dept.

The housing program is administered and managed by the Community Development Department with the assistance of a consulting firm, Guardian Community Resources Management.

Along with administering the housing program, the Community Development Department completes the necessary planning documents for the CDBG program including: the Consolidated Action Plan, the Annual Action Plan, the Consolidated Annual Performance and Evaluation Report (CAPER), and the Citizens Participation Plan as well as any updates to the documents named above.

The City's strategy to use in-house talent to complete tasks related to the CDBG program allows the CDBG dollars to be used directly for the delivery of projects and stretches the availability of CDBG dollars to the community.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	4	4
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**4**	**4**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	4	4
Number of households supported through Acquisition of Existing Units	0	0
Total	**4**	**4**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City met its stated one-year goal.

Discuss how these outcomes will impact future annual action plans.

The City met its stated one-year goal but will have a challenge as more CDBG funding is allocated for housing activities. City may rely on additional assistance from grant management/administration to assist in implementing the housing activities.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	2	0
Low-income	2	0
Moderate-income	0	0
Total	**4**	**0**

Table 7 – Number of Households Served

Narrative Information

The households receiving assistance through the CDBG housing program were 2 from Extremely Low Income and 2 from Low income households.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Volusia/Flagler County Coalition for the Homeless (The Coalition) has the primary responsibility for providing leadership in the Continuum of Care planning process to identify homeless and homeless prevention priorities for the Flagler-Volusia County area. As the lead agency, the Coalition has the following responsibilities:

- Apply For, Administer and Coordinate CoC, and Basic Needs Funds,
- Operate the Homeless Information Management System (HMIS) Database,
- Meet Federal and State CoC Requirements,
- Lead and CoC Planning Process,
- Educated the Community, and
- Advocate for the Homeless

As stated in the Consolidated Plan, the City recognizes the conclusions and recommendations provided in the Coalition's report titled: ***Come Home: A Roadmap to End Homelessness in Volusia and Flagler Counties.*** This document which serves as a roadmap to ending homelessness in the Volusia-Flagler County areas establishes goals and outcomes as a "means to effect change and end homelessness".

It is the City's strategy to identify actions to complement the allocation priorities established within the Coalition's report. The City's plan to address homeless needs through other priorities is necessitated by recognition of the following: limited funds are available to the City through the CDBG program to address all the needs in the City, the City's limited capacity to provide social services, however, the City recognizes that there are local agencies and services available, which will be used as a resource to address homeless needs, and finally, a recognition that there are limited homeless persons in the City and that the most effective way to address homelessness in the City is to assist households from becoming homeless.

Prevention or assisting households from becoming homeless is consistent with strategies and programs addressed within the Consolidated Action Plan such as funding to assist low-moderate income households with home repair, expanding public services to assist low-moderate income persons, and providing for public facilities and infrastructure that assists whole neighborhoods to maintain a desirability and livability condition that encourages additional new investment from the community.

Addressing the emergency shelter and transitional housing needs of homeless persons

See narrative above.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

See narrative above.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

See narrative above.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

There are no Public Housing Authority units operating within the City of Palm Coast.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

There are no Public Housing Authority units operating within the City of Palm Coast.

Actions taken to provide assistance to troubled PHAs

There are no Public Housing Authority units operating within the City of Palm Coast.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

One of the items identified in the City's Analysis of Impediments to Fair Housing Choice (2016) is the less than ideal supply of multi-family units available in the City of Palm Coast. Over the past year, the City approved zoning changes that increased the opportunities to construct multi-family units within the City. The approval of these zoning changes are based on consistency with the City's Comprehensive Plan and its compatibility with surrounding community.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

As stated above, the Analysis of Impediments identified the supply of multi-family housing units as a detriment to housing choice in Palm Coast. City has coordinated with land owners to identify appropriate sites for potential multi-family housing developments.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The CDBG housing activity incorporates the proper procedures for addressing potential lead-based paint hazards as part of the housing program.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Public Service activities though not specifically targeting poverty-level families will have the impact of assisting families who may fall into poverty level due to added costs of child care or health care.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City relies on in-house staff and grant administration consultants to implement CDBG activities. The city will continue to rely on developing in-house staff to carry out CDBG activities while relying on consultant staff to assist with details on administration and program requirements.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City will continue to consult with housing providers and social service agencies in the development of the Consolidated Action Plan and Annual Action Plan.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

As previously stated, the Analysis of Impediments identified the supply of multi-family housing units as a detriment to housing choice in Palm Coast. City has coordinated with land owners to identify appropriate sites for potential multi-family housing projects. Additionally, the City works with partners such as Mid-Florida Housing Partnership, and the Flagler County Board of Realtors in promoting an annual Housing Fair. The fair provides an opportunity to educate the community of available resources and information on fair housing. As stated in the Analysis of Impediments, education and outreach is another important part of building community consensus on the importance of fair housing and housing choice.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City continues to follow guidelines outlined in various sources provided by the HUD. The recipient of a subrecipient grant was monitored by the City on a quarterly basis to ensure that progress on the stated activity (health care services) continued .

Program managers work with the City's grant administration consultants to reach-out to minority businesses for potential services.

Finally, the City follows the requirements in its Citizen Participation Plan to ensure that public input on the Consolidated Action Plan, Annual Action Plan, and the Consolidated Annual Performance and Evaluation Report (CAPER) are considered. Newspaper Ads for the public workshops/hearings are published as well as posting of the workshop notice on the City's website.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

As required by the Citizen Participation Plan a public hearing for the CAPER was advertised in the local newspaper at least 10 days prior to the public hearing. Additionally, the CAPER was posted for public comment on the City's website for 15 days prior to final approval. No comments were received.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

At this time, the city does not intend to change the program objectives based on the results of previous activities.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI)

grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Attachment 1

PR23 Report

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Summary of Accomplishments
Program Year: 2017

DATE: 11-06-18
TIME: 10:58
PAGE: 1

PALM COAST

Count of CDBG Activities with Disbursements by Activity Group & Matrix Code

Activity Group	Activity Category	Open Count	Open Activities Disbursed	Completed Count	Completed Activities Disbursed	Program Year Count	Total Activities Disbursed
Housing	Rehab; Single-Unit Residential (14A)	2	$130,688.25	0	$0.00	2	$130,688.25
	Rehabilitation Administration (14H)	1	$0.00	0	$0.00	1	$0.00
	Total Housing	**3**	**$130,688.25**	**0**	**$0.00**	**3**	**$130,688.25**
Public Facilities and Improvements	Sidewalks (03L)	1	$37,500.00	2	$281,211.58	3	$318,711.58
	Total Public Facilities and Improvements	**1**	**$37,500.00**	**2**	**$281,211.58**	**3**	**$318,711.58**
Public Services	Youth Services (05D)	1	$20,000.00	0	$0.00	1	$20,000.00
	Health Services (05M)	1	$0.00	0	$0.00	1	$0.00
	Total Public Services	**2**	**$20,000.00**	**0**	**$0.00**	**2**	**$20,000.00**
General Administration and Planning	General Program Administration (21A)	0	$0.00	1	$0.00	1	$0.00
	Total General Administration and Planning	**0**	**$0.00**	**1**	**$0.00**	**1**	**$0.00**
Grand Total		**6**	**$188,188.25**	**3**	**$281,211.58**	**9**	**$469,399.83**

PALM COAST

CDBG Sum of Actual Accomplishments by Activity Group and Accomplishment Type

Activity Group	Matrix Code	Accomplishment Type	Open Count	Completed Count	Program Year Totals
Housing	Rehab; Single-Unit Residential (14A)	Housing Units	9	0	9
	Rehabilitation Administration (14H)	Housing Units	0	0	0
	Total Housing		**9**	**0**	**9**
Public Facilities and Improvements	Sidewalks (03L)	Persons	0	11,100	11,100
	Total Public Facilities and Improvements		**0**	**11,100**	**11,100**
Public Services	Youth Services (05D)	Persons	37	0	37
	Health Services (05M)	Persons	63	0	63
	Total Public Services		**100**	**0**	**100**
Grand Total			**109**	**11,100**	**11,209**

PALM COAST

CDBG Beneficiaries by Racial / Ethnic Category

Housing-Non Housing	Race	Total Persons	Total Hispanic Persons	Total Households	Total Hispanic Households
Housing	White	0	0	7	0
	Other multi-racial	0	0	2	1
	Total Housing	**0**	**0**	**9**	**1**
Non Housing	White	75	11	0	0
	Black/African American	21	0	0	0
	Other multi-racial	4	2	0	0
	Total Non Housing	**100**	**13**	**0**	**0**
Grand Total	White	75	11	7	0
	Black/African American	21	0	0	0
	Other multi-racial	4	2	2	1
	Total Grand Total	**100**	**13**	**9**	**1**

PALM COAST

CDBG Beneficiaries by Income Category

	Income Levels	Owner Occupied	Renter Occupied	Persons
Housing	Extremely Low (<=30%)	2	0	0
	Low (>30% and <=50%)	2	0	0
	Mod (>50% and <=80%)	0	0	0
	Total Low-Mod	4	0	0
	Non Low-Mod (>80%)	0	0	0
	Total Beneficiaries	4	0	0
Non Housing	Extremely Low (<=30%)	0	0	15
	Low (>30% and <=50%)	0	0	12
	Mod (>50% and <=80%)	0	0	10
	Total Low-Mod	0	0	37
	Non Low-Mod (>80%)	0	0	0
	Total Beneficiaries	0	0	37

Attachment 2 PR26 Report

Office of Community Planning and Development	DATE:	11-06-18
U.S. Department of Housing and Urban Development	TIME:	14:56
Integrated Disbursement and Information System	PAGE:	1
PR26 - CDBG Financial Summary Report		
Program Year 2017		
PALM COAST , FL		

PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	725,534.00
02 ENTITLEMENT GRANT	485,286.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	1,210,820.00
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	469,399.83
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	469,399.83
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	0.00
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	469,399.83
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	741,420.17
PART III: LOWMOD BENEFIT THIS REPORTING PERIOD	
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	469,399.83
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	469,399.83
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS	
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS	
27 DISBURSED IN IDIS FOR PUBLIC SERVICES	20,000.00
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	20,000.00
32 ENTITLEMENT GRANT	485,286.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	485,286.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	4.12%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	0.00
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	0.00
42 ENTITLEMENT GRANT	485,286.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	485,286.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	0.00%

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2014	1	12	6167274	Seminole Woods Multi-Use Path Project	03L	LMA	$31,211.58
2015	4	27	6167274	Seminole Woods Neighborhood Multi-Use Path	03L	LMA	$250,000.00
2016	4	31	6167274	Seminole Woods Neighborhood Multi-Use Path	03L	LMA	$37,500.00
					03L	**Matrix Code**	**$318,711.58**
2017	3	29	6167274	Youth Activities-Recreation	05D	LMC	$20,000.00
					05D	**Matrix Code**	**$20,000.00**
2015	2	21	6167274	Housing Rehabilitation	14A	LMH	$7,833.25
2016	3	28	6167274	Single-family Residential Rehabilitation Program	14A	LMH	$122,855.00
					14A	**Matrix Code**	**$130,688.25**
Total							**$469,399.83**

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2017	3	29	6167274	Youth Activities-Recreation	05D	LMC	$20,000.00
					05D	**Matrix Code**	**$20,000.00**
Total							**$20,000.00**

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Report returned no data.

Attachment 3 - Race and Ethnicity of Beneficiaries (2017)

Table 2a: Race and Ethnicity of Beneficiaries (Program Year 2017)

	CDBG	%
White	125	65.1%
Black or African American	48	25.0%
Mixed or Other	19	9.9%
American Indian or American Native	0	
Native Hawaiian or Other Pacific Islander	0	
Total	**192**	
Hispanic	20	10.4%
Not Hispanic	172	89.6%

City of Palm Coast, Florida
Agenda Item

Agenda Date: 12/18/2018

Department	CITY CLERK	**Amount**	
Item Key		**Account**	

Subject APPOINT THREE MEMBERS TO FILL VACANCIES ON THE CODE ENFORCEMENT BOARD

Background:
City Council needs to select three members to the Code Enforcement Board. The terms for two members expired on September 30, 2018. Those seats were held by Tameka McDowell and Norman Mugford. Mr. Dick LaPadula resigned as he no longer resides within City limits. This appointment would be for the remainder of Mr. LaPadula's term, which expires September 30, 2019.

Section 2-205 - Code Enforcement Board Organization.
(a) *Members'qualifications.* The City Council shall appoint a Code Enforcement Board with seven regular members and two alternate members who shall vote only when a regular member is unable to attend a meeting or hear a particular case or does not sit during a particular time of a meeting, which alternate members may attend meetings and sit without participating or voting with regard to other hearings. Each member shall be confirmed by the entire City Council. Members of the Enforcement Board shall be residents of the City and appointments shall be made on the basis of experience or interest in the subject matter jurisdiction of the Code Enforcement Board in the sole discretion of the City Council. The composition of the Enforcement Board shall, whenever possible, include an architect, a business person, an engineer, a general contractor, a subcontractor and a realtor.

Section 2-2(a)(1) says, "All appointees shall be limited to two consecutive terms of office on the same body unless the City Council by a four-fifths vote determines that it is in the best interests of the City to appoint a person to a term of office exceeding that limitation." * Under Florida Statute 162.05(3)(b)(3), Code Enforcement Board terms are for three years.

Advertisements were published in Flagler News-Tribune on September 12 and September 19, 2018. Advertisements were posted on the City's Website from September 10 through September 19. It was posted again on the website from November 29 through December 13. The advertisement was sent directly to all Citizen Academy graduates.

The current board consists of the following members:

Continuing Members	**District**	**Term Expires**	**Occupation**
Kenneth Carruth	3	9/30/2019	Retired Real Estate Broker
Jon Netts	2	9/30/2020	Retired School Administrator
Larry Pulos	1	9/30/2020	Business Owner
(Alternate) Marc Bellapianta	2	9/30/2019	Watson Realty Regional Manager

(Alternate)			Retired
Andrew Dodzik	4	9/30/2020	Civil Engineer

Positions for Appointment	**District**	**Term Expiration**
Dick LaPadula	4	9/30/2019
Tameka McDowell	4	9/30/2018
Norman Mugford	2	9/30/2018

Four applications have been received from the following people and are attached to this agenda item:

Applicants	**District**	**Occupation**
Gennaro Arcamone	2	Retired Construction Supervisor
**Marc Bellapianta	2	Real Estate Reg. Manager
Covita Grey	1	Instructor Real Estate
*Norman Mugford	2	President/CEO, Alarmpro, Inc.

*Requires a 4/5 vote. The applicant has served three terms.

**Applicant currently serves as an alternate. Should Council choose this applicant, they will need to select another applicant as the alternate.

District Information has been verified by the City Clerk's Office.

Recommended Action:
Appoint three members to fill the vacancies on the Code Enforcement Board. Should the alternate member be chosen to fill a seat, a candidate needs to be selected to fill the alternate seat.

VOLUNTEER BOARD AND COMMITTEE APPLICATION

Thank you for your interest in serving the City of Palm Coast.

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

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

Résumés may be attached.

Please check the Board/Committee/Council for which you are applying:

☐	Beautification & Environmental Advisory Committee*	☐	Planning & Land Development Regulation Board* ♠
☒	Code Enforcement Board*	☐	Volunteer Firefighters' Pension Fund Board*
☐	Leisure Services Advisory Committee		
☐	Flagler County Housing Task Force/Affordable Housing Advisory Council: ☐ Citizen from the City of Palm Coast representing essential services personnel ☐ Representative of residential home building industry		
☐	River to Sea Transportation Planning Organization Advisory Committees: ☐ Citizens Advisory Committee (CAC) ☐ Bicycle and Pedestrian Advisory Committee (BPAC)		

* Appointees must file a Financial Disclosure Form 1 with the City Clerk at time of appointment and **ANNUALLY** thereafter with the Flagler County Supervisor of Elections.

♠ Requires at least one board member to be appointed from **EACH** City Council District, when possible.

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

RE-APPOINTMENT ☐ Yes ☒ No

1. **PERSONAL**

Name: GENNARO ARCAMONE E-mail address GARCAMONE46@GMAIL.COM

Residence Address: 9 FRANCIS LN District # 2

City: PALM COAST State: FL Zip: 32137

Mailing Address (If Different from Residence):

Home Phone 386 597-5868 Business Phone:

Date of Birth: 10/10/1946 Place of Birth: ISCHIA, ITALY

How long have you been a permanent resident of Palm Coast? 11 YEARS

What year did you become a continuous resident of the City of Palm Coast? 1-6-2006

Address	City & State	From	To

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

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

If yes, explain: _____

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

If no, explain: _____

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

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

If retired, please list your occupation before retirement: CONSTRUCTION SUPERVISOR, RETIRED

Occupation: _____ Current Employer: _____

Current Business Address: _____

City State Zip Phone #

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

Employer & Address	Type of Business	Occupational Title	Period of Employment

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

Position	Employee Agency	Period of Employment

3. **EDUCATION**

High School: VITTORIA COLONNA, ISCHIA, ITALY Year Graduated: 1963
Name & Location

List postsecondary educational institutions or programs attended:

Name & Location	Dates Attended	Certificate/Degrees Received

NAPLES UNIVERSITY, ITALY	4 YEARS LAW 1964-1968	NO DIPLOMA
AMERICAN TRAINING SERV. CHERRY HILL NJ	1972-1973	DIPLOMA
NOTARY PUBLIC, NJ-FL	SINCE 1976	—
TRENTON STATE COLLEGE, REAL ESTATE COURSE	1980	—

LANGUAGE SKILLS:

ITALIAN (ADVANCED), GERMAN (NOVICE), FRENCH (NOVICE), SPANISH (INTERMIDIATE).

4. **MILITARY SERVICE**

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

Date of Service: _____

Branch or Component: _____

Date and Type of Discharge:

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

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

If yes, which Board or Committee? ARCHITECTURAL REVIEW BOARD, 2007-08

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

Name of Organization(s)

NJ CARPENTERS CARPENTERS UNION, USSF NATIONAL ASSESSOR - REF (SOCCER)

6. **QUALIFICATIONS FOR APPOINTMENT**

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

A CHALLENGING POSITION TO USE MY SKILLS AND THE EXPERIENCE I HAVE GAINED THROUGHOUT MY CAREER IN A PRODUCTIVE MANNER

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

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

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

Office Title	Date of Election or Appointment	Term of Office	Level of Government

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment? ☐ Yes ☒ No If yes, explain below:

Name of Business	Relationship to the Business	Business Relationship to Agency

How do you believe that your education, experience, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

I BELEIVE MY CAREER AS A CONSTRUCTION SUPERVISOR, DECISION MAKER, AND STUDYING LAW, WILL BENEFIT THE WORK OF THE BOARD. I AM WILLING TO ACT AS A DECISION MAKER, IF REQUIRED BY THE LAW.

What is your understanding of the relationship of this Board or Committee to the City Council?

THE CODE ENFORCEMENT BOARD OF THE CITY PLAYS A VITAL ROLE IN ENSURING THAT THE AUTHORITY OF LOCAL GOVERNMENT TO ENFORCE MINIMUM STANDARDS FOR PROPERTY MAINTENANCE AND DEVELOPMENT IS BALANCED WITH THE RIGHTS OF PRIVATE PROPERTY OWNERS AND THEIR RIGHT TO DUE PROCESS.

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

KAITLYN LENHART, 1769 E MOODY BOULEVARD BLDG. 2 SUITE B, BUNNELL FL. 32110 PHONE # 313-4142
Name, Address & Telephone Number

CHRIS NAKABAALE, 1769 E MOOD BLVD. BLDG 2, SUITE 10C, BUNNELL FL 32110, PH # 313 4171
Name, Address & Telephone Number

CHERISE ARCAMONE ANERINO, 9 FRANCIS LN PALM COAST FL 32137 PH # 267-210-3575
Name, Address & Telephone Number

8. **ACKNOWLEDGMENT**

If required by law, will you file a financial disclosure statement? ☒ Yes ☐ No

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

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

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

Signature

7-7-2017
Date

NOTE: **If you have questions concerning the duties and responsibilities of any of the above Boards or Committees please contact the City Clerk's Office.**

RETURN TO:

City Clerk's Office
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

PHONE: **386-986-3713**
FAX: **386-986-3714**
EMAIL: bredline@palmcoastgov.com
WEBSITE: www.palmcoastgov.com

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

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

Should you not be selected at this time, your application will be kept on file for consideration for six (6) months. Should you wish to be considered for another board, committee, or task force during that time, you must contact the City Clerk's Office and request reconsideration.

VOLUNTEER BOARD AND COMMITTEE APPLICATION

Thank you for your interest in serving the City of Palm Coast.

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

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

Résumés may be attached.

Please check the Board/Committee/Council for which you are applying:

☐	Beautification & Environmental Advisory Committee*	☒	Planning & Land Development Regulation Board* ♠ 1ST PREFERENCE
☒	Code Enforcement Board* 2ND PREFERENCE	☐	Volunteer Firefighters' Pension Fund Board*
☐	Leisure Services Advisory Committee		
☐	Flagler County Housing Task Force/Affordable Housing Advisory Council: ☐ Citizen from the City of Palm Coast representing essential services personnel ☐ Representative of residential home building industry		
☐	River to Sea Transportation Planning Organization Advisory Committees: ☐ Citizens Advisory Committee (CAC) ☐ Bicycle and Pedestrian Advisory Committee (BPAC)		

* Appointees must file a Financial Disclosure Form 1 with the City Clerk at time of appointment and **ANNUALLY** thereafter with the Flagler County Supervisor of Elections.

♠ Requires at least one board member to be appointed from **EACH** City Council District, when possible.

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

RE-APPOINTMENT ☐ **Yes** ☒ **No**

1. **PERSONAL**

Name: MARC BELLAPIANTA E-mail address MBELLAPIANTA@FPCPM.COM

Residence Address: 87 COLECHESTER LANE District # 2 (B.R)

City: PALM COAST State: FL Zip: 32137

Mailing Address (If Different from Residence):

Home Phone 386 445-5931 Business Phone: 386 449-9262

Date of Birth: 11-26-53 Place of Birth: NEWARK, NJ

How long have you been a permanent resident of Palm Coast? 25 YRS

What year did you become a continuous resident of the City of Palm Coast? 1991

List all places of residence for the last five years.

Address	City & State	From	To
87 COLECHESTER LANE	PALM COAST FL	2004	PRESENT

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

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

If yes, explain: _____

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

If no, explain: _____

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

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

If retired, please list your occupation before retirement: _____

Occupation: REGIONAL MANAGER Current Employer: WATSON REALTY CORP.

Current Business Address: 1410 PALM COAST PARKWAY NW

PALM COAST (City) FL (State) 32137 (Zip) 386 246-9272 (Phone #)

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

Employer & Address	Type of Business	Occupational Title	Period of Employment
FLAGLER PALM COAST PROPERTY MGMT.	REAL ESTATE	PRESIDENT	1996 - 2014

Have you ever been employed by any state, district, or local governmental agency in Florida? ☒ Yes ☐ No

If yes, identify the position(s), the name(s) of the employing agency and the period of employment.

Position	Employee Agency	Period of Employment
MILITARY	FLORIDA AIR NATIONAL GUARD	1993 - 1996

3. **EDUCATION**

High School: W.C. HINKLEY, AURORA CO (Name & Location) Year Graduated: 1971

List postsecondary educational institutions or programs attended:

Name & Location	Dates Attended	Certificate/Degrees Received
COMMUNITY COLLEGE OF DENVER	1986	AS MARKETING
U. NORTHERN COLO AND PARK COLLEGE	1989-90	N/A

4. MILITARY SERVICE

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

Date of Service: 1972 - 2013 RETIRED

Branch or Component: USAF, CO/FL ANG, AFRES

Date and Type of Discharge: HONORABLE

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

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

If yes, which Board or Committee?

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

Name of Organization(s)

AMERICAN LEGION FLAGLER POST 115

FLAGLER COUNTY ASSOCIATION OF REALTORS

FLAGLER COUNTY CHAMBER OF COMMERCE FL ELKS

6. QUALIFICATIONS FOR APPOINTMENT

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

TWENTY FIVE YEAR RESIDENT OF PALM COAST

PALM COAST BUSINESS OWNER 18 YRS

TWENTY FIVE YRS LOCAL REAL ESTATE BROKER / 20 YEARS LOCAL COMMUNITY ASSOCIATION MANAGER

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

FL REAL ESTATE LICENSE - CURRENT

FL COMMUNITY ASSOCIATION MANAGER LIC. - CURRENT

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

SERVE ON FLAGLER COUNTY AFFORDABLE HOUSING COMMITTEE

NOTE: I WILL RESIGN FROM THIS COUNTY COMMITTEE IF APPOINTED TO A PALM COAST COMMITTEE/OR BOARD.

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

Office Title	Date of Election or Appointment	Term of Office	Level of Government

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment? ☐ Yes ☑ No If yes, explain below:

Name of Business	Relationship to the Business	Business Relationship to Agency

How do you believe that your education, experience, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

KNOWLEDGEABLE AND FAMILIAR WITH THE COMMUNITY GROWTH, MARKETING AND DEVELOPMENT

What is your understanding of the relationship of this Board or Committee to the City Council?

ADVISORY CAPACITY

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

SCOTT SOWERS - 386-931-7331 PALM COAST
Name, Address & Telephone Number

LINDSAY DOLAMORE 386 503-8303 PALM COAST
Name, Address & Telephone Number

ROB CONSER 386 - 447 - 0003 PALM COAST
Name, Address & Telephone Number

8. **ACKNOWLEDGMENT**

If required by law, will you file a financial disclosure statement? ☑ Yes ☐ No

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

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

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

Signature

11/7/18
Date

NOTE: **If you have questions concerning the duties and responsibilities of any of the above Boards or Committees please contact the City Clerk's Office.**

RETURN TO:

City Clerk's Office
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

PHONE: **386-986-3713**
FAX: **386-986-3714**
EMAIL: **CityClerk@palmcoastgov.com**
WEBSITE: **www.palmcoastgov.com**

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

Should you not be selected at this time, your application will be kept on file for consideration for six (6) months. Should you wish to be considered for another board, committee, or task force during that time, you must contact the City Clerk's Office and request reconsideration.

VOLUNTEER BOARD AND COMMITTEE APPLICATION

Thank you for your interest in serving the City of Palm Coast.

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

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

Résumés may be attached.

Please check the Board/Committee/Council for which you are applying:

☐	*Beautification & Environmental Advisory Committee* *	☐	*Planning & Land Development Regulation Board* * ♠
☒	*Code Enforcement Board* *	☐	*Volunteer Firefighters' Pension Fund Board* *
☐	*Leisure Services Advisory Committee*		
☐	*Flagler County Housing Task Force/Affordable Housing Advisory Council:* ☐ Citizen from the City of Palm Coast representing essential services personnel ☐ Representative of residential home building industry		
☐	*River to Sea Transportation Planning Organization Advisory Committees:* ☐ Citizens Advisory Committee (CAC) ☐ Bicycle and Pedestrian Advisory Committee (BPAC)		

* *Appointees must file a Financial Disclosure Form 1 with the City Clerk at time of appointment and* ***ANNUALLY*** *thereafter with the Flagler County Supervisor of Elections.*

♠ *Requires at least one board member to be appointed from* **EACH** *City Council District, when possible.*

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

RE-APPOINTMENT ☐ **Yes** ☐ **No**

1. PERSONAL

Name: Covita Grey *E-mail address* covitag@gmail.com

Residence Address: 63 Williams Drive *District #* 1

City: Palm Coast *State:* Florida *Zip* 32164

Mailing Address (If Different from Residence) _____

Home Phone _____ *Business Phone:* 386-222-0377

Date of Birth: January 12, 1958 *Place of Birth:* Chicago Illinois

How long have you been a permanent resident of Palm Coast? 4 years

What year did you become a continuous resident of the City of Palm Coast? 2014

List all places of residence for the last five years.

Address	City & State	From	To
63 Williams Dr	Palm Coast, Florida	August 2014	present
757 E 164th Place	South Holland, Illinois	September 2002	August 2014

Are you a registered voter in Flagler County? [x] *Yes* [ ] *No*

Have you ever used or been known by any other legal name? [x] *Yes* [ ] *No*

If yes, explain: *Married name: Covita Grey-Phillips*

Are you a citizen of the United States? x *Yes* [ ] *No*

If no, explain

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

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

If retired, please list your occupation before retirement:

Occupation: *Real Estate Sales & Instruction* *Current Employer:* *Century 21 100 Plus Realty*

Current Business Address: *21 Old Kings Road N B107*

Palm Coast *Florida* *32137* *386 693-4751*

City *State* *Zip* *Phone #*

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

Employer & Address	Type of Business	Occupational Title	Period of Employment
My Real Estate Tutor, FL	Real Estate Education	Instructor	June 2018 - Present
Watson Realty, FL.	Real Estate Education / Sales	Instructor / Sales	January 2016 – May 2018
Carnival Cruise Line, FL	Vacation Cruise Line Co	Sales/Certification Specialist	January 2015 – March 2016

Have you ever been employed by any state, district, or local governmental agency in Florida? [ ] *Yes* [x] *No*

If yes, identify the position(s), the name(s) of the employing agency and the period of employment.

Position	Employee Agency	Period of Employment

3. EDUCATION

High School: *The Academy of Our Lady / Chicago Illinois* *Year Graduated:* *1976*
Name & Location

List postsecondary educational institutions or programs attended:

Name & Location	Dates Attended	Certificate/Degrees Received
Watson Real Estate School	June 2015	Florida Real Estate Associate
South Suburban Community College / Chicago	2003 -2004	Various Business Courses
Realtor School of Real Estate / Chicago Illinois	1987 & 1991	Real Estate Associate & Real Estate Broker

4. MILITARY SERVICE

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

Date of Service: _____

Branch or Component: _____

Date and Type of Discharge:

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

Are you currently or have you ever served on any City Volunteer Board or Committee? ☐ *Yes* ☒ *No*
If yes, which Board or Committee? _____

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

Name of Organization(s)

Flagler County Association of Realtors

6. QUALIFICATIONS FOR APPOINTMENT

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

Please See Attached Addendum

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

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

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

Office Title	Date of Election or Appointment	Term of Office	Level of Government

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment? ☐ *Yes* ☒ *No* *If yes, explain below:*

Name of Business	Relationship to the Business	Business Relationship to Agency

How do you believe that your education, experience, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

Please See Attached Addendum

What is your understanding of the relationship of this Board or Committee to the City Council?

Please See Addendum

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

Donna Gray Banks, 59 Woodfield, Palm Coast FL. 32164 386-627-4353

Name, Address & Telephone Number

Rev. Faye Dadzie, 14 Ellsworth Dr., Palm Coast 32164 386-871-7192

Name, Address & Telephone Number

Bishop Roger H Phillips, 2545 S Atlantic Ave, Unit 1102, Daytona Beach FL. 32118 773-226-9926

Name, Address & Telephone Number

8. ACKNOWLEDGMENT

If required by law, will you file a financial disclosure statement? ☒ *Yes* ☐ *No*

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

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

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

Signature _____ Date 12/10/2018

NOTE: **If you have questions concerning the duties and responsibilities of any of the above Boards or Committees please contact the City Clerk's Office.**

RETURN TO:	**City Clerk's Office** **City of Palm Coast** **160 Lake Avenue** **Palm Coast, Florida 32164**	**PHONE:** **FAX:** **EMAIL:** **WEBSITE:**	**386-986-3713** **386-986-3714** **CityClerk@palmcoastgov.com** www.palmcoastgov.com

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

Should you not be selected at this time, your application will be kept on file for consideration for six (6) months. Should you wish to be considered for another board, committee, or task force during that time, you must contact the City Clerk's Office and request reconsideration.

Volunteer Board and Committee Application

Addendum

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

Through my experience of being a franchise muffler shop owner of multiple locations, and being the owner/manager of a real estate agency, for many years in Illinois. I have had the experience of complying with code enforcements and making difficult decisions. Since moving to Palm Coast, working as a Real Estate Licensing instructor and Certification Specialist for Carnival Cruise Lines, I've had many occasions to instruct on the importance of following ordinances, regulations, laws and practices. My experience as a business professional as well as a service provider in the community provides me with a unique insight.

6a. How do you believe that your education, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

I have a compassion for people and understand that everyone does not take care of their properties as required by law. I also know that we have many absentee landlords that should be held more accountable for their rental property. It is my belief that we have a responsibility as citizens of Palm Coast to be aware that many widows and widowers are living alone and need assistance in keeping up their homes, or need someone they can trust to guide them into making the decision to downsize. I would encourage (if not available), that the City/Board create a list of resources for people who may not be able to clean up their property because of age or a lack of finances.

Many times, difficult decisions have to be made to enforce the law and I am more than willing and able to make those decisions. There are however, many positive things that the Code Enforcement Board can do to try to make a change by helping the citizens at the same time, enforcing the law.

6b. What is your understanding of the relationship of this Board or Committee to the City Council?

I understand that the Board must be informed of the motions being considered in order to provide ideas, express concerns and offer insight. To makes recommendations to the City Council and those recommendations may or may not be approved for action. I also understand that is the responsibility of the Board to bring a complete picture of whatever complex problem they are bringing to the Council.

VOLUNTEER BOARD AND COMMITTEE APPLICATION

Thank you for your interest in serving the City of Palm Coast.

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

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

Résumés may be attached.

Please check the Board/Committee/Council for which you are applying:

☐	Beautification & Environmental Advisory Committee*	☐	Planning & Land Development Regulation Board* ♠
☑	Code Enforcement Board*	☐	Volunteer Firefighters' Pension Fund Board*
☐	Leisure Services Advisory Committee		
☐	Flagler County Housing Task Force/Affordable Housing Advisory Council: ☐ Citizen from the City of Palm Coast representing essential services personnel ☐ Representative of residential home building industry		
☐	River to Sea Transportation Planning Organization Advisory Committees: ☐ Citizens Advisory Committee (CAC) ☐ Bicycle and Pedestrian Advisory Committee (BPAC)		

* Appointees must file a Financial Disclosure Form 1 with the City Clerk at time of appointment and **ANNUALLY** thereafter with the Flagler County Supervisor of Elections.

♠ Requires at least one board member to be appointed from **EACH** City Council District, when possible.

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

RE-APPOINTMENT ☒ **Yes** ☐ **No**

1. **PERSONAL**

Name: Norman R. Mugford E-mail address 1alarm@bellsouth.net

Residence Address: 14 Bud Hollow Drive District # 2

City: Palm Coast State: Fl Zip: 32137

Mailing Address (If Different from Residence):

Home Phone 386-446-5777 Business Phone: 386-445-7936

Date of Birth: 5/31/1948 Place of Birth: Montreal, Quebec, Canada

How long have you been a permanent resident of Palm Coast? 30 Years

What year did you become a continuous resident of the City of Palm Coast? 1988

List all places of residence for the last five years.

Address	City & State	From	To

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

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

If yes, explain: _____

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

If no, explain: _____

If you are a naturalized citizen of the United States, date of naturalization: 12/10/1971

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

If retired, please list your occupation before retirement: _____

Occupation: President/CEO Current Employer: Alarmpro, Inc.

Current Business Address: 31 Enterprise Drive

City	State	Zip	Phone #
Bunnell	Fl	32110	386-445-7936

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

Employer & Address	Type of Business	Occupational Title	Period of Employment
Alarmpro, Inc.	Alarm Contractor	President/CEO	1993 to Present
Norlin Emterprises	Property Management	President/CEO	2006 to Present

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

Position	Employee Agency	Period of Employment
Board Member	Florida Electrical Contractors Licensing Board	2002 to 2006
Chairman	Florida Electrical Contractors Licensing Board	2006 to 2007
Board Member	Florida Electrical Contractors Licensing Board	2007 to 2008

3. **EDUCATION**

High School: John Grant H/S, Lachine, Quebec, Canada Year Graduated: 1966
Name & Location

List postsecondary educational institutions or programs attended:

Name & Location	Dates Attended	Certificate/Degrees Received
Connecticut School of Fine Arts	1973- 1974	Photography
Connecticut School of Broadcasting	1971-1972	Radio Announcer/Disc Jockey

4. **MILITARY SERVICE**

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

Date of Service: 11/4/1966 to 10/3/1970

Branch or Component: United States Air Force - Honorable Discharge 10-3-1970

Date and Type of Discharge:

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

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

If yes, which Board or Committee? Palm Coast Construction Board of Appeals

Palm Coast Code Enforcement Board

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

Name of Organization(s)

SEAS Mens Club, Knights of Columbus, PC Moose Lodge, Alarm Association of Florida, Northeast Florida Fire Prevention Association, Florida Fire Marshals & Inspectors Association, Flagler County Chamber of Commerce, Flagler County Sheriff's Office Advisory Committee.

6. **QUALIFICATIONS FOR APPOINTMENT**

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

As a resident of Palm Coast for over 30 years, I am interested in keeping our city clean and safe and also keeping our residences in compliance with our city codes.

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

I am presently Chairman of the Palm Coast Code Enforcement Board (Since 2011)

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

Palm Coast Code Enforcement Board Member since 2009

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

Office Title	Date of Election or Appointment	Term of Office	Level of Government
Board Member E.C.L.B.	2002	2 years	State of Florida
Board Member E.C.L.B.	2004	4 years	State of Florida

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment? ☐ Yes ☒ No If yes, explain below:

Name of Business	Relationship to the Business	Business Relationship to Agency

How do you believe that your education, experience, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

I believe in Code Enforcement for a better community.

What is your understanding of the relationship of this Board or Committee to the City Council?

The Board serves at the pleasure of the City Council.
The City Council makes the codes, the Code Board only determines
if there is a violation or not.

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

Jim Walton 29 Bickwick La., Palm Coast - 386-246-9817
Name, Address & Telephone Number

John Sugden 85 Bresler La., Palm Coast - 386-445-7068
Name, Address & Telephone Number

Margaret Sullivan 47 Bud Field Dr., Palm Coast - 386-503-4185
Name, Address & Telephone Number

8. **ACKNOWLEDGMENT**

If required by law, will you file a financial disclosure statement? ☒ Yes ☐ No

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

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

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

Norman R. Mugford Digitally signed by Norman R. Mugford Date: 2018.07.05 12:56:41 -04'00'

Signature

7-5-2018

Date

NOTE: **If you have questions concerning the duties and responsibilities of any of the above Boards or Committees please contact the City Clerk's Office.**

RETURN TO:

City Clerk's Office
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

PHONE: **386-986-3713**
FAX: **386-986-3714**
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Should you not be selected at this time, your application will be kept on file for consideration for six (6) months. Should you wish to be considered for another board, committee, or task force during that time, you must contact the City Clerk's Office and request reconsideration.

City of Palm Coast, Florida
Agenda Item

Agenda Date: 12/18/2018

Department	Community Development	**Amount**	$46,062.00
Item Key		**Account**	#43000099-063000-99009

Subject RESOLUTION 2018-XX APPROVING PIGGYBACKING THE COBB COUNTY BOARD OF COMMISSIONERS CONTRACT WITH GARLAND FOR THE PURCHASE OF ROOFING SERVICES AND SUPPLIES FOR FIBERNET COLOCATION FACILITY #1

Background :

UPDATE FROM DECEMBER 11, 2018 WORKSHOP

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

ORIGINAL BACKGROUND FROM THE DECEMBER 11, 2018

This contract is for the exterior and interior repairs at the Colocation #1 facility located at 2850 Palm Coast Pkwy NW. The facility experienced damage from water intrusion and ants. The Garland contract includes the refurbishment of the membrane roof and the sealing of the exterior walls to prevent further damage. The Garland work also includes stripping off all of the damaged interior stud walls and insulation and replacement of the insulation and walls with an Engineer approved wall assembly. Our Continuing Services provider, Palmetto Electric, will be coordinating with Garland to temporarily remove and suspend all electrical components off the walls while keeping the facility running and our fiber network active to our subscribers. This project was included within the CIP budget for construction for this fiscal year. The Garland Company is a US Communities contractor who has been approved for several City roofing and sealing projects in the last two years. The Garland contract proposal for your approval is $46,062.00, Palmetto Electric's proposal is estimated at $13,040.00. The total proposed cost of the repairs to Colocation Facility #1 for Garland and Palmetto is $59,102.00 and the approved budget for this work is $150,000.00.

City Council approval is only required for the piggyback agreement, since this costs exceed the City Manager's approval authority.

City staff is recommending piggybacking the Cobb County Board of Commissioners Contract (#14-5903) with Garland through12/31/2019 for the purchase of roofing services and supplies. Piggybacking existing competitively bid contracts is advantageous since the pricing is generally better than what the City could obtain on its own, and the City does not incur the expense and delay of soliciting a bid.

The Fiscal Year 2019 Budget includes available funding to purchase roofing services and supplies. City staff estimates that the City will expend approximately $46,062.00 under this piggyback contract.

SOURCE OF FUNDS WORKSHEET FY 2019

Improvements otherthan buildings 43000099-063000-99009	$550,000.00
Total Expended/Encumbered to Date……	0

Pending Work Orders/Contracts…….	0
Current (WO/Contract)……	$ 59,102.00
Balance…… .	**$490,898.00**

Recommended Action :
Adopt Resolution 2018-XX approving piggybacking the Cobb County Board of Commissioners contract with Garland for the purchase of roofing services and supplies for FiberNet Colocation Facility #1.

RESOLUTION 2018____
PIGGYBACK CONTRACT
COBB COUNTY BOARD OF COMMISSIONERS
AND GARLAND

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE COBB COUNTY BOARD OF COMMISSIONERS CONTRACT (#14-5903) WITH GARLAND FOR THE PURCHASE OF ROOFING SUPPLIES AND SERVICES FOR COLOCATION #1 (2850 PALM COAST PARKWAY); AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast desires to purchase roofing supplies and services; and

WHEREAS, Garland desires to provide the above mentioned products and service to the City of Palm Coast.

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

SECTION 1. APPROVAL OF PIGGYBACK CONTRACT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the piggyback contract between Cobb County Board of Commissioners and Garland, for roofing supplies and services, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 18th day of December 2018.

CITY OF PALM COAST, FLORIDA

_____

ATTEST: MILISSA HOLLAND, MAYOR

_____

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A-Piggyback Contract with Cobb County Board of Commissioners and Garland

Approved as to form and legality

_____

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

DocuSign Envelope ID: C7132411-484B-4DDE-83F2-2AB7CC5EB7FC

city of PALM COAST

Administrative Services & Economic Development
Central Services Division

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

November 30, 2018

Frank Percaciante
Lead Referral Manager
Garland/DBS, Inc
3800 East 91st Street
Cleveland, OH 44105

RE: Engagement Letter Authorizing Piggyback

Roofing Supplies and Services, Waterproofing and Related Products and Services
Contract Name

14-5903
Contract Reference

In Process

Dear Frank Percaciante,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to ap@palmcoastgov.com. Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:
Rose Conceicao
9C4ED497E51242A...

Rose Conceicao
Risk Management & Contract Coordinator
rconceicao@palmcoastgov.com

DocuSign Envelope ID: C7132411-484B-4DDE-83F2-2AB7CC5EB7FC

Engagement Letter Authorizing Piggyback

Roofing Supplies and Services, Waterproofing and Related Products and Services
Contract Name

14-5903
Contract Reference

CITY OF PALM COAST	Garland/DBS, Inc (Company)
	DocuSigned by: Frank Percaciante 2949099EF5C44C5...
Signature	Signature
	Frank Percaciante
Print Name	Print Name
	Dec 1, 2018 | 4:36 AM PST
Date	Date

In Process

DocuSign Envelope ID: C7132411-484B-4DDE-83F2-2AB7CC5EB7FC

CONTRACT EXECUTIVE OVERVIEW
(Non-Construction)

Vendor Name Garland/DBS, Inc

Project Name: **Roofing Supplies and Services, Waterproofing and Related Products and Services**

Bid/Reference # **14-5903**

Contract Type: Piggyback

Contract Value $ 46062.00

In Process

Resolution # _____ **City Council Approval Date:** _____

Standard Contract Template (Y/N): N/A - Piggyback

If No, then Reviewed by City Attorney: N/A - Piggyback

Length of Contract: 12/31/2019

Renewable (Y/N): Y

If Yes, # and length of renewals: 1 Year

City's Project Manager Susan Knopf

Brief Description/Purpose:

To utilize the pricing on the U S Communities contract for Roofing services and supplies purchased from Garland for work to be done a the IT Co Location facility. See attached quote.

Approvals:

Responsible Dept. Director _____ **Date:** _____

City Finance _____ **Date:** _____

City Attorney _____ **Date:** _____

ASED Director _____ **Date:** _____

City Manager _____ **Date:** _____

Fpercaciante@garlandind.com

City of Palm Coast, Florida
Agenda Item

Agenda Date: 12/18/2018

Department	Public Works Streets & Parks Division	**Amount**	
Item Key	4994	**Account #**	10015011-052000 & 10015015-052000

Subject RESOLUTION 2018-XX APPROVING PRICE AGREEMENTS WITH DIAMOND R FERTILIZER CO., INC., REIDEX/TARGET SPECIALTY PRODUCTS, SITEONE LANDSCAPE SUPPLY, AND SUNNILLAND CORPORATION FOR VARIOUS LANDSCAPE CHEMICALS AND FERTILIZER

Background :

UPDATE FROM DECEMBER 11, 2018 WORKSHOP

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

ORIGINAL BACKGROUND FROM THE DECEMBER 11, 2018

The Public Works Department – Parks and Medians Division is currently responsible for the Maintenance of all the City's landscaped medians and park athletic fields. In order to maintain the level of service we provide, it is necessary to treat the various medians and parks with fertilizers, herbicides, pesticides and miscellaneous chemicals. In an effort to obtain the best pricing and facilitate timely deliveries, staff wishes to enter into one-year price agreements to secure the cost and availability of these products, which will be purchased on an as needed basis by the Streets Division and the Parks Facilities budget.

City staff advertised and solicited bids for various landscape chemicals and fertilizer in accordance with City's Purchasing Policy. City staff recommends that City Council approve master price agreements with Diamond R Fertilizer Co., Inc., Residex/Target Specialty Products, SiteOne Landscape Supply, and Sunnilland Corporation. The notice of intent to award and project bid overview are attached to this agenda item.

Since these are price agreements, City staff will purchase items on an as-needed basis using budgeted funds appropriated by City Council. The Fiscal Year 2018 Budget includes available funding in multiple Public Works Department budgets to purchase landscape chemicals and fertilizers. City staff estimate that the City will expend approximately $215,000 annually under these price agreements.

Recommended Action :

Adopt Resolution 2018-XX approving master price agreements with Diamond R Fertilizer Co., Inc., Residex/Target Specialty Products, SiteOne Landscape Supply, and Sunnilland Corporation for various landscape chemicals and fertilizer.

RESOLUTION 2018-____
LANDSCAPE CHEMICALS AND FERTILIZER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING MASTER PRICE AGREEMENTS WITH DIAMOND R FERTILIZER CO., INC., REIDEX/TARGET SPECIALTY PRODUCTS, SITEONE LANDSCAPE SUPPLY, AND SUNNILLAND CORPORATION FOR VARIOUS TYPES OF LANDSCAPE CHEMICALS & FERTILIZERS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Diamond R Fertilizer Co., Inc., Residex/Target Specialty Products, SiteOne Landscape Supply, and Sunnilland Corporation., have expressed a desire to provide various types of landscape chemicals & fertilizers to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to enter into master price agreements with Diamond R Fertilizer Co., Inc., Residex/Target Specialty Products, SiteOne Landscape Supply, and Sunnilland Corporation., for the above referenced items.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. APPROVAL OF MASTER PRICE AGREEMENTS. The City Council of the City of Palm Coast hereby approves the terms and conditions of the master price agreements with Diamond R Fertilizer Co., Inc., Residex/Target Specialty Products, SiteOne Landscape Supply, and Sunnilland Corporation, which is attached hereto and incorporated herein by reference as Exhibit "A."

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

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent

jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

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

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

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 18th day of December 2018.

CITY OF PALM COAST, FLORIDA

_____

ATTEST: MILISSA HOLLAND, MAYOR

_____

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Master price agreements with Diamond R Fertilizer Co., Inc., Residex/Target Specialty Products, SiteOne Landscape Supply, and Sunnilland Corporation., for Landscape chemicals and fertilizers

Approved as to form and legality

_____

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

city of PALM COAST

Administrative Services & Economic Development
Central Services Division

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

NOTICE OF INTENT TO AWARD

Project: ITB-PW-19-13 - Landscape Chemicals and Fertilizers

Date: 11/27/2018

Appeal Deadline: Appeals must be filed by 5:00 PM on 11/30/2018

The intent of the City of Palm Coast is to award ITB-PW-19-13 to Diamond R Fertilizer Co., Inc., Residex/Target Specialty Products, SiteOne Landscape Supply, and Sunnilland Corporation.

Supplier	Residex/Target Specialty Products	Sunnilland Corporation	SiteOne Landscape Supply	Diamond R Fertilizer Co., Inc.
Drive® XLR8	$200.00	$65.64	$68.31	$64.91 – *Alt Quali-Pro*
Quinclorac 75 DF	$31.25	$31.57	$27.68	$34.04 –*Alt Primer One*
Basagran	$64.95	$96.71	$75.96	$92.02
Vessel	$27.50	$55.51	No submission	$34.60 – *Alt NuFarm*
*** Monument 75 WG**	$9.80	No submission	$245.00	$245.00
Dismiss NXT	$555.00	$610.50	$555.00	$555.00
Certainty	$81.00	$78.44	$68.26	$70.20
Alligare TRICLOPYR 3	$136.50	No submission	No submission	$118.75 – *Alt Dow*
Aquathol® K Herbicide	$201.00	No submission	No submission	No submission

Supplier	Residex/Target Specialty Products	Sunnilland Corporation	SiteOne Landscape Supply	Diamond R Fertilizer Co., Inc.
Alligare GLYPHOSATE 5.4	$31.25	$32.35	No submission	$47.25 – *Alt Monsanto*
Dismiss	$429.00	No submission	$576.56	$279.90 – *Alt Prime Source*
*** Celsius™**	$100.00	No submission	$100.00	No submission
*** Echelon 4SC**	$305.00	No submission	$305.00	$305.00
Resolute 4FL	$170.00	No submission	$84.41	$81.51 – *Alt Quali-Pro*
Lontrel	$155.00	$156.86	$149.19	$173.98
Garlon 4 Ultra	$232.00	No submission	No submission	$1,870.00
*** Specticle® FLO**	$1,638.50	No submission	$1,638.50	No submission
Surflan AS T&O Green	$129.00	$128.10	No submission	$137.50
Tribune	$139.00	$126.50	$106.77	$139.75
*** Tribute Total**	$345.75	No submission	No submission	No submission
Trimec Southern	$143.00	$103.21	$145.31	$144.25
Fusilade II	$68.50	$66.10	$71.05	$70.59
***Reward**	$197.50	No submission	$197.50	No submission
*** Revolver**	$577.00	No submission	$577.00	No submission
Podium PGR	$125.00	$135.52	$128.13	$116.20 - *Alt Sipcam Agro*

Supplier	Residex/Target Specialty Products	Sunnilland Corporation	SiteOne Landscape Supply	Diamond R Fertilizer Co., Inc.
Ranger PRO	$360.00	$400.81	$31.30	$380.40
Certainty	$81.00	$78.44	$68.26	$70.20
Roundup QuikPRO	$64.75	$78.65	$69.00	$60.92
Agristar 2,4-D	$41.50	$41.25	No submission	$34.60 – *Alt NuFarm*
Pendulum®	$78.00	$159.50	No submission	$77.00 – *Alt Drexel*
Sencor	$170.00	$357.50	$392.92	$92.00 – *Alt UPI*
Rometsol	$32.00	$42.13	No submission	$43.00
Negate	$40.25	$55.00	$52.00	$52.00
Eschelon 4SC	$305.00	$335.50	$305.00	$305.00
Anderson's Goose & Crabgrass Control	$93.00	No submission	No submission	$112.70
Tower	$1,527.00	No submission	$763.50	No submission
Kerb SC T&O	$602.00	$717.04	$700.00	$714.50
Snapshot	$78.45	$90.75	$69.89	$74.50 – *Alt Quali-Pro*
Resolute	$170.00	No submission	$84.41	$81.51 – *Alt Quali-Pro*
Surflan XL 2G	$43.00	$50.60	$48.24	$52.50
*** Dimension 2 EW**	$527.50	$577.50	$578.75	$522.50 – *Alt Quali-Pro*
ZeroTol 2.0	$113.00	$111.90	$120.90	$62.50 – *Alt Agri-Products*

Supplier	Residex/Target Specialty Products	Sunnilland Corporation	SiteOne Landscape Supply	Diamond R Fertilizer Co., Inc.
Dithane F-45	$91.75	$89.71	No submission	$108.50 – *Alt UPI*
Dithane 75 DF Rainshield	$212.00	$225.98	$47.69	$239.52 – *Alt UPI*
Chipco 26019	$106.50	$111.65	No submission	$117.50 – *Alt Quali-Pro*
Chipco Signature	$160.25	$338.56	$175.39	$87.45 – *Alt Quali-Pro*
Fore WSP	$53.00	No submission	No submission	$29.94 – *Alt UPI*
Fore WSP	$53.00	No submission	No submission	$29.94 – *Alt UPI*
26 GT(Bayer)	$305.00	No submission	$333.84	$117.50 – *Alt Quali-Pro*
ProStar	$175.50	$190.05	$193.94	No submission
Spectro 90 WDG	$58.00	$68.42	$57.92	$48.40 – *Alt Quali-Pro*
***Segway**	$415.00	No submission	$415.00	No submission
***Subdue Maxx**	$528.00	No submission	$528.00	$398.90 – *Alt Quali-Pro*
Consan Turf	No submission	No submission	$51.55	No submission
Cutrine Plus Algaecide	$60.60	$60.50	$58.91	No submission
Kphite	No submission	No submission	$75.37	$65.05
Mirage Stressguard	$450.00	No submission	$450.00	No submission
Heritage - G	$53.75	$57.09	$54.67	$54.60 – *Alt FMC*

Supplier	Residex/Target Specialty Products	Sunnilland Corporation	SiteOne Landscape Supply	Diamond R Fertilizer Co., Inc.
***Daconil Weatherstik**	$152.50	No submission	$157.50	$120.00 – *Alt Sipcam Agro*
***Banner Maxx II**	$216.00	No submission	$216.00	$74.67 – Alt NuFarm
***Exteris Stressgard**	$275.00	No submission	$275.00	No submission
***Pageant Intrinsic**	$1,037.52	No submission	$1,037.52	No submission
***Honor Intrinsic**	$451.29	No submission	$451.29	No submission
Insignia	$440.12	No submission	No submission	No submission
Docket WS	$114.50	No submission	No submission	$120.00 – *Alt Sipcam Agro*
***Banol**	$962.50	No submission	$962.50	$912.50 – *Alt Sipcam Agro*
clearys 3336 flowable	$224.00	$241.89	$98.37	$137.50 – *Alt Sipcam Agro*
Dylox 420 SL	$177.25	$178.34	$189.17	No submission
Acephate 97	$98.00	$84.85	No submission	$71.90
Provaunt	$381.60	$104.96	$99.24	No submission
Acelpryn	$1,001.50	No submission	No submission	No submission
***Taurus Trio G**	$70.00	No submission	$75.00	$70.00
***Aloft GC SC**	$531.45	No submission	$531.45	$531.45
Chlorpyrifos 4E SPC Turf	$96.00	No submission	$129.24	$125.00

Supplier	Residex/Target Specialty Products	Sunnilland Corporation	SiteOne Landscape Supply	Diamond R Fertilizer Co., Inc.
Avalon Golf	$38.75	No submission	No submission	$36.00 – *Alt UPI*
Zenith 2F	$53.35	$71.50	No submission	$45.00 – *Alt Primera One*
Extinguish Plus Fire ant Bait	$177.00	$179.58	No submission	$181.75
*** Triple Crown**	$225.00	No submission	$225.00	$225.00
*** Top Choice**	$137.50	No submission	$137.50	$80.50 – *Alt Quali-Pro*
Nimitz Pro G	$200.00	$220.00	No submission	$200.00
NemShield Gold	No submission	No submission	No submission	No submission
Indemnify	$1,650.00	No submission	$1,650.00	No submission
Todal	$205.00	No submission	$210.33	$275.00
Cide Kick	No submission	$51.98	No submission	No submission
Citriwet	No submission	No submission	No submission	$106.75
LI 700	$78.25	No submission	No submission	$55.00
Turf Tracer Ultra	$15.75	$159.98	No submission	No submission
Shakedown	$12.20	No submission	No submission	No submission
***Knockdown**	$12.20	No submission	No submission	No submission
***Cascade Plus**	$137.50	No submission	No submission	No submission
***Delux**	$78.25	No submission	No submission	$37.50 – *Alt Diamond R*

Supplier	Residex/Target Specialty Products	Sunnilland Corporation	SiteOne Landscape Supply	Diamond R Fertilizer Co., Inc.
***Jet Black EZ SoluPak**	No submission	No submission	No submission	No submission
***New Balance**	$50.00	No submission	No submission	No submission
***Erase**	$10.00	No submission	No submission	$35.00 – *Alt Diamond R*
NIS 80:20™	$83.75	No submission	No submission	$38.75 – *Alt Diamond R*
Hydretain ES Plus II	$237.50	No submission	No submission	No submission
Aqua Aid	$237.50	No submission	No submission	$68.55
Aquafer	$137.50	No submission	No submission	$150.00
Hydration A Plus	No submission	No submission	No submission	$198.80
Flo Thru A Plus	No submission	No submission	No submission	$186.20
*** Aqueduct**	$137.50	No submission	No submission	No submission
MES100	$74.25	No submission	No submission	$38.00 – *Alt Diamond R*
Sarge	$92	No submission	No submission	No submission
***Anuew**	$97.50	No submission	$97.50	$97.50
Verde Cal G Green	$20.00	No submission	No submission	$19.85
Podium	$128.00	No submission	$128.13	$116.20 – *Alt Sipcam Agro*
Slow Release 21.0.0	$11.50	$12.00	$11.27	$10.75

Supplier	Residex/Target Specialty Products	Sunnilland Corporation	SiteOne Landscape Supply	Diamond R Fertilizer Co., Inc.
Slow Release 24.0.11	$17.25	$15.05	$16.92	$14.50
Slow Release12.1.00	No submission	$9.25	No submission	$8.85
Slow Release 20-0-20 with 0.22% Dimension	$27.00	$26.00	No submission	$27.55
Slow Release 18-0-18	$13.75	$15.60	$20.65	$12.94
Granular 18-0-18	$13.75	No submission	$20.65	$497.60
Granular 21-0-0	$11.50	$12.00	$13.06	$419.80
Granular 46-0-0	$15.75	$18.00	$16.91	$13.30
Granular 15.5-0-0	$11.00	No submission	$13.72	$15.96
Granular 18-0-17	No submission	No submission	No submission	$496
Granular 14-1-14	No submission	No submission	No submission	$436.80
Granular 16-0-16	No submission	No submission	No submission	$461.20
Granular 13-2-13	$32.50	No submission	$39.45	$21.46

Supplier	Residex/Target Specialty Products	Sunnilland Corporation	SiteOne Landscape Supply	Diamond R Fertilizer Co., Inc.
Granular 14-2-14	$32.50	No submission	No submission	$27.80
Granular 13-3-13	$32.50	No submission	No submission	$21.96
Granular 11-3-22	$32.00	No submission	No submission	$21.72
Granular 8-3-17	$32.00	No submission	$44.57	$19.44
Granular 0-0-22	$14.75	No submission	$32.42	$16.85
Granular Verde-Cal G	$22.00	No submission	No submission	$20.98
Granular Verde-Cal G	$22.25	No submission	No submission	$22.02
Granular Dolomite	$22.50	$8.00	$6.35	$8.20
Granular Milorganite	$11.00	$12.00	$9.15	$15.00
Granular 40-0-0	$31.50	$25.00	No submission	$33.42
Granular Nature Safe 8-3-5	No submission	No submission	$9.12	$35.63
Granular 0-0-28	$32.50	No submission	No submission	$17.18

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

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

ITB-PW-19-13 - Landscape Chemicals and Fertilizers

Project Overview

Project Details	
Reference ID	ITB-PW-19-13
Project Name	Landscape Chemicals and Fertilizers
Project Owner	Kelly Downey
Project Type	ITB
Department	Procurement
Budget	$0.00 - $0.00
Project Description	This Invitation to Bid is issued for the purpose of establishing a one year contract with multiple vendors capable of supplying Lawn Fertilizer, Herbicides, Pesticides, and Miscellaneous Chemicals.

Open Date	Oct 17, 2018 8:00 AM EDT
Intent to Bid Due	Nov 15, 2018 2:00 PM EST
Close Date	Nov 15, 2018 2:00 PM EST

Awarded Suppliers	Reason	Score
Residex/Target Specialty Products		**79.14 pts**
Sunnilland Corporation		**34.91 pts**
SiteOne Landscape Supply		**50.87 pts**
Diamond R Fertilizer Co., Inc.		**69.85 pts**

Seal status

Requested Information	Unsealed on	Unsealed by
Forms 1, 2, 3, 4, & References	Nov 15, 2018 2:01 PM EST	Kelly Downey

Chemical List Pricing	Nov 15, 2018 2:01 PM EST	Kelly Downey
Fertilizer List Pricing	Nov 15, 2018 2:01 PM EST	Kelly Downey

Conflict of Interest

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

Name	Date Signed	Has a Conflict of Interest?
Kelly Downey	Nov 15, 2018 2:04 PM EST	No
fred vitagliano	Nov 15, 2018 2:23 PM EST	No

Tim Spangler	Nov 20, 2018 4:13 PM EST	No
andy hyatt	Nov 15, 2018 3:52 PM EST	No

Project Criteria

Criteria	Points	Description
Forms 1, 2, 3, 4, & References	Pass/Fail	Forms 1, 2, 3, 4, & References
Chemical Review	Pass/Fail	Chemical Review
Fertilizer Review	Pass/Fail	Fertilizer Review
Drive® XLR8	0.78 pts	Herbicide Quinclorac
Quinclorac 75 DF	0.78 pts	Herbicide Quinclorac
Basagran	0.78 pts	Herbicide Sodium salt of bentazon
Vessel	0.78 pts	Herbicide Dimethylamina salt of 2,4,D

* Monument 75 WG	0.78 pts	Herbicide 2-pyridinesulfonamide
Dismiss NXT	0.78 pts	Herbicide Carfentrazone-ethyl*3.53%, Sulfentrazone**31.77%
Certainty	0.78 pts	Herbicide Sulfosulfuron 75%
Alligare TRICLOPYR 3	0.78 pts	Herbicide Triclopyr 44.4%
Aquathol® K Herbicide	0.78 pts	Herbicide Endothal - potassium 40.3%
Alligare GLYPHOSATE 5.4	0.78 pts	Herbicide Glyphosate 53.8%
Dismiss	0.78 pts	Herbicide Sulffentrazone
* Celsius™	0.78 pts	HerbicideDicamba
* Echelon 4SC	0.78 pts	Herbicide Sulfentrazone - 13.6% Prodiamine - 27.3%
Resolute 4FL	0.78 pts	Herbicide 40.7% Prodiamine
Lontrel	0.78 pts	Herbicide Clopyralid 40.9
Garlon 4 Ultra	0.78 pts	Herbicide triclopyr 60.45%

* Specticle® FLO	0.78 pts	Herbicide Active Ingredient: Indaziflam - 7.4%
Surflan AS T&O Green	0.78 pts	Herbicide oryzalin 40.4%
Tribune	0.78 pts	Herbicide Diquat Dibromide
* Tribute Total	0.78 pts	Herbicide Foramsulfuron
Trimec Southern	0.78 pts	Herbicide Dimethylamine salt of (+)-(R)-2-(2 methyl-4-chlorophenoxy)propionic acid - 17.37% Dimethylamine salt of 2,4-dichlorophenoxyacetic acid - 18.74% Dimethylamine salt of dicamba (3,6-dichloro-o-anisic acid) - 3.85%
Fusilade II	0.78 pts	Herbicide Fluazifop-P-butyl - 24.5%
*Reward	0.78 pts	Herbicide Diquat - 37.3%
* Revolver	0.78 pts	Herbicide Foramsulfuron 2.34%
Podium PGR	0.78 pts	Herbicide Trinexapec-ethyl
Ranger PRO	0.78 pts	Herbicide Glyphosate
Certainty	0.78 pts	Herbicide Sulfosulfuron 75%
Roundup QuikPRO	0.78 pts	Herbicide Glyphosate, Diquat

Agristar 2,4-D	0.78 pts	Herbicide 2,4-D Amine
Pendulum®	0.78 pts	Herbicide Pendimethalin
Sencor	0.78 pts	Herbicide Metribuzin 75%
Rometsol	0.78 pts	Herbicide Metsulfuron Methyl 60%
Negate	0.78 pts	Herbicide Metsulfuron Methyl/Rimsulfuron
Eschelon 4SC	0.78 pts	Herbicide Sulfentrazone/Prodiamine
Anderson's Goose & Crabgrass Control	0.78 pts	Herbicide Bensulide 5.25%/Oxadiazon 1.3%
Tower	0.78 pts	Herbicide Dimethenamid-P 63.9%
Kerb SC T&O	0.78 pts	Herbicide Pronamide
Snapshot	0.78 pts	Herbicide Trifuralin/Isoxaban
Resolute	0.78 pts	Herbicide Prodiamine
Surflan XL 2G	0.78 pts	Herbicide Benefin 1%/Oryzalin 1%

* Dimension 2 EW	0.78 pts	Herbicide Dithiopyr
ZeroTol 2.0	0.78 pts	Fungicide Hydrogen Dioxide 27.1% Peroxyacetic Acid 2.0%
Dithane F-45	0.78 pts	Fungicide bisdithiocarbamate.....37.0%
Dithane 75 DF Rainshield	0.78 pts	Fungicide Mancozeb
Chipco 26019	0.78 pts	Fungicide Lprodione, imidazolidinecarboxamide 23.3%
Chipco Signature	0.78 pts	Fungicide Aluminum trisphosphonate
Fore WSP	0.78 pts	Fungicide Manganese16.0%
Fore WSP	0.78 pts	Fungicide Mancozeb
26 GT(Bayer)	0.78 pts	Fungicide Iprodione 23.3%
ProStar	0.78 pts	Fungicide Flutalonil
Spectro 90 WDG	0.78 pts	Fungicide Chlorothalonil 72%, Thiophanate 18%
*Segway	0.78 pts	Fungicide Cyazofamid - 34.5%

*Subdue Maxx	0.78 pts	Fungicide Mefenoxam - 22%
Consan Turf	0.78 pts	Fungicide Dimethyl benzyl ammonium chloride
Cutrine Plus Algaecide	0.78 pts	Fungicide Copper ethanolamine complex 13.95%, Copper triethanolamine complex 13.95%
Kphite	0.78 pts	Fungicide Phosphorous Acid
Mirage Stressguard	0.78 pts	Fungicide Tebuconazole 21%
Heritage - G	0.78 pts	Fungicide 0.31% Azoxystrobin
*Daconil Weatherstik	0.78 pts	Fungicide 54% Chlorothalonil
*Banner Maxx II	0.78 pts	Fungicide 14.3% Propiconazole
*Exteris Stressgard	0.78 pts	Fungicide fluopyram
*Pageant Intrinsic	0.78 pts	Fungicide Pyraclostrobin 12.8%, boscalid 25.2%
*Honor Intrinsic	0.78 pts	Fungicide pyraclostrobin 16.8%, boscalid 11.2%
Insignia	0.78 pts	Fungicide Pyraclostobin 20%

Docket WS	0.78 pts	Fungicide Chlorothalonil - 54%
*Banol	0.78 pts	Fungicide Propamocarb hydrochloride - 66.5%
clearys 3336 flowable	0.78 pts	Fungicide Thiophanate-methyl
Dylox 420 SL	0.78 pts	Insecticide Trichlorfon - 37.3%
Acephate 97	0.78 pts	Insecticide Acephate 97%
Provaunt	0.78 pts	Insecticide Indoxacarb - 30%
Acelpryn	0.78 pts	Insecticide Chlorantrranlipole
*Taurus Trio G	0.78 pts	Insecticide Fipronil 0.0143%, Bifenthrin 0.23%, Lambda Cyhalothrin 0.059%
*Aloft GC SC	0.78 pts	Insecticide 24.7% Clothianidin, 12.3% Bifenthrin
Chlorpyrifos 4E SPC Turf	0.78 pts	Insecticide Chlorpyrifos
Avalon Golf	0.78 pts	Insecticide Bifenthrin
Zenith 2F	0.78 pts	Insecticide imidacloprid 21.4%

Extinguish Plus Fire ant Bait	0.78 pts	Insecticide Hydromethylnon/S-Methoprene
* Triple Crown	0.78 pts	Insecticide Bifenthrin
* Top Choice	0.78 pts	Insecticide Fipronil
Nimitz Pro G	0.78 pts	Nematicide Fluensulfone 1.5%
NemShield Gold	0.78 pts	Nematicide Bacillus Chitinosporous
Indemnify	0.78 pts	Nematicide Fluopyram
Todal	0.78 pts	Nematicide Abamectin
Cide Kick	0.78 pts	D'limoncne a by product of the citrus indusrty
Citriwet	0.78 pts	Penetrant/Masking Agent-Citrus Base
LI 700	0.78 pts	350g/L SOYAL PHOSPHOLIPIDS 350g/L PROPIONIC ACID
Turf Tracer Ultra	0.78 pts	Blue Tracker Dye
Shakedown	0.78 pts	Polydimethylsiloxane

*Knockdown	0.78 pts	Dimethylpolysiloxane.....10%
*Cascade Plus	0.78 pts	10% Alcohol Ethoxylates 90% Polyethylene – polypropylene Glycol – Block Copolymer
*Delux	0.78 pts	Proprietary blend of nonionic surfactant and formulation aids .....65.9% Ammonium sulfate 34.1%
*Jet Black EZ SoluPak	0.78 pts	Proprietary blend of water-soluble dyes and stabilizers
*New Balance	0.78 pts	Alkyl polyethoxy ether ..... 20% 2-hydroxy-l, 2,3-propane-tricarboxylic acid..... 19%
*Erase	0.78 pts	Proprietary blend of alkalinity builders, emulsifiers, surfactants and formulation aids .. 100%
NIS 80:20™	0.78 pts	Alkyl polyethoxy ethers
Hydretain ES Plus II	0.78 pts	50% Humectants
Aqua Aid	0.78 pts	Penetrant Wetting Agent
Aquafer	0.78 pts	Retention Wetting Agent
Hydration A Plus	0.78 pts	Penetrant/Retention Wetting Agent

Flo Thru A Plus	0.78 pts	Penetrant Wetting Agent
* Aqueduct	0.78 pts	Alkoxylated polyols
MES100	0.78 pts	Methylated Seed Oil
Sarge	0.78 pts	Pigment
*Anuew	0.78 pts	prohexadione calcium
Verde Cal G Green	0.78 pts	Calcium Sulfate, Gypsum
Podium	0.78 pts	Trinexapac-ethyl 11.3%
Slow Release 21.0.0	0.78 pts	Total Nitrogen 21.00% Ammoniacal Nitrogen Available Phosphate (P205) None Soluble Potash (K20) None Total Sulfur (S) 24.000% Sulfur as S derived from Sulfate of Ammonia Chlorine not more than 7.5%
Slow Release 24.0.11	0.78 pts	Total Nitrogen 24.000 % water soluble Nitrogen available Phosphate (P205) None Soluble Potash (K20) 11.000 % Tolal Iron as (Fe) 0.005 % Soluble Iron as Fe 0.050 %Chelated Iron as Fe Total Manganese as (Mn) 0.029 % soluble Manganese as Mn derived from muriate of Potash polymer coated sulfur coated urea Iron EDTA, Iron sucrate, Manganese 5.040 % Units slow release Nitrogen Chlorine not more than 7.5 %

Slow Release12.1.00	0.78 pts	Total Nitrogen 12.000 % 10.000 % Ammoniacal Nitrogen, 0.300 % water soluble Nitrogen 1.700 % water insoluble Nitroge available Phosphate (P205)1.000 % Soluble Potash (K20) none Derived from activated sludge sulfate of ammonia Chlorine not more than 7.5 %
Slow Release 20-0-20 with 0.22% Dimension	0.78 pts	Guaranteed Analysis Total Nitrogen (N) 20.00% 20.000% Urea Nitrogen 10.000 Total Units Slowly Available Nitrogen* Soluble Potash (K2O) 20.00% .500% Magnesium as (Mg) .004% Water Soluble Magnesium as (Mg) .500% Manganese as (Mn) .072% Water Soluble Manganese as (Mn) .500% Iron as (Fe) Derived From: Polyworx, Polymer Coated Urea, Urea, Sulfate of Potash, Iron Sucrate, Magnesium Sucrate, Manganese Sucrate, Activated Sludge
Slow Release 18-0-18	0.78 pts	Guaranteed Analysis Total Nitrogen (N) 18.00% 5.992% Ammoniacal Nitrogen 12.010% Urea Nitrogen 10.809 Total Units Slowly Available Nitrogen* Soluble Potash (K2O) 18.00% Chlorine, (Ci) Not More Than 12.000% Derived From: Sulfate Of Ammonia, Polymer Coated Urea, Muriate of Potash
Granular 18-0-18	0.78 pts	10.8% Slow or Controlled Release Nitrogen
Granular 21-0-0	0.78 pts	Ammonium Sulfate

Granular 46-0-0	0.78 pts	Prilled Urea
Granular 15.5-0-0	0.78 pts	Calcium Nitrate
Granular 18-0-17	0.78 pts	9% Slow or Controlled Release Nitrogen
Granular 14-1-14	0.78 pts	6.9% Slow or Controlled Release Nitrogen
Granular 16-0-16	0.78 pts	8.35% Slow or Controlled Release Nitrogen
Granular 13-2-13	0.78 pts	8.83% Slow Release Nitrogen
Granular 14-2-14	0.78 pts	Similar to 13-2-13
Granular 13-3-13	0.78 pts	10.51% Slow or Controlled Release Nitrogen
Granular 11-3-22	0.78 pts	4.675% Slow or Controlled Release Nitrogen
Granular 8-3-17	0.78 pts	6.26% Slow or Controlled Release Nitrogen
Granular 0-0-22	0.78 pts	.152% Chel. Fe/ .08% Chel.Mn
Granular Verde-Cal G	0.78 pts	22.5% Ca/ 19% Sulfur

Granular Verde-Cal G	0.78 pts	37% Ca
Granular Dolomite	0.78 pts	20.8% Ca/ 11.7% Mg
Granular Milorganite	0.78 pts	Organic
Granular 40-0-0	0.78 pts	Methylene diurea
Granular Nature Safe 8-3-5	0.78 pts	Organic
Granular 0-0-28	0.78 pts	Iron, Magnesium, Manganese, and Potassium
Total	**102.18 pts**	

Scoring Summary

Active Submissions

	Total	Forms 1, 2, 3, 4, & References	Chemical Review	Fertilizer Review	Drive® XLR8
Supplier	**/ 102.18 pts**	**Pass/Fail**	**Pass/Fail**	**Pass/Fail**	**/ 0.78 pts**
Residex/Target Specialty Products	79.14 pts	Pass	Pass	Pass	0.25315 pts ($200)
Diamond R Fertilizer Co., Inc.	69.85 pts	Pass	Pass	Pass	0.78 pts ($64.91)
SiteOne Landscape Supply	50.87 pts	Pass	Pass	Pass	0.74118 pts ($68.31)
Sunnilland Corporation	34.91 pts	Pass	Pass	Pass	0.77133 pts ($65.64)

	Quinclorac 75 DF	Basagran	Vessel	* Monument 75 WG	Dismiss NXT

Supplier	/ 0.78 pts	/ 0.78 pts	/ 0.78 pts	/ 0.78 pts	/ 0.78 pts
Residex/Target Specialty Products	0.69089 pts ($31.25)	0.78 pts ($64.95)	0.78 pts ($27.5)	0.78 pts ($9.8)	0.78 pts ($555)
Diamond R Fertilizer Co., Inc.	0.63427 pts ($34.04)	0.55054 pts ($92.02)	0.61994 pts ($34.6)	0.0312 pts ($245)	0.78 pts ($555)
SiteOne Landscape Supply	0.78 pts ($27.68)	0.66694 pts ($75.96)	0.00002 pts ($999,999.00)	0.0312 pts ($245)	0.78 pts ($555)
Sunnilland Corporation	0.68389 pts ($31.57)	0.52384 pts ($96.71)	0.38642 pts ($55.51)	0.00001 pts ($999,999.00)	0.70909 pts ($610.5)

	Certainty	Alligare TRICLOPYR 3	Aquathol® K Herbicide	Alligare GLYPHOSATE 5.4	Dismiss
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Residex/Target Specialty Products	0.65732 pts ($81)	0.67857 pts ($136.5)	0.78 pts ($201)	0.78 pts ($31.25)	0.50891 pts ($429)
Diamond R Fertilizer Co., Inc.	0.75844 pts ($70.2)	0.78 pts ($118.75)	0.00016 pts ($999,999.00)	0.51587 pts ($47.25)	0.78 pts ($279.9)

	Certainty	Alligare TRICLOPYR 3	Aquathol® K Herbicide	Alligare GLYPHOSATE 5.4	Dismiss
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
SiteOne Landscape Supply	0.78 pts ($68.26)	0.00009 pts ($999,999.00)	0.00016 pts ($999,999.00)	0.00002 pts ($999,999.00)	0.37866 pts ($576.56)
Sunnilland Corporation	0.67877 pts ($78.44)	0.00009 pts ($999,999.00)	0.00016 pts ($999,999.00)	0.75348 pts ($32.35)	0.00022 pts ($999,999.00)

	* Celsius™	* Echelon 4SC	Resolute 4FL	Lontrel	Garlon 4 Ultra
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Residex/Target Specialty Products	0.78 pts ($100)	0.78 pts ($305)	0.37399 pts ($170)	0.75076 pts ($155)	0.78 pts ($232)
Diamond R Fertilizer Co., Inc.	0.00008 pts ($999,999.00)	0.78 pts ($305)	0.78 pts ($81.51)	0.66886 pts ($173.98)	0.09677 pts ($1,870.00)
SiteOne Landscape Supply	0.78 pts ($100)	0.78 pts ($305)	0.7532 pts ($84.41)	0.78 pts ($149.19)	0.00018 pts ($999,999.00)

	* Celsius™	* Echelon 4SC	Resolute 4FL	Lontrel	Garlon 4 Ultra
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Sunnilland Corporation	0.00008 pts ($999,999.00)	0.00024 pts ($999,999.00)	0.00006 pts ($999,999.00)	0.74186 pts ($156.86)	0.00018 pts ($999,999.00)

	* Specticle® FLO	Surflan AS T&O Green	Tribune	* Tribute Total	Trimec Southern
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Residex/Target Specialty Products	0.78 pts ($1,638.50)	0.77456 pts ($129)	0.59914 pts ($139)	0.78 pts ($345.75)	0.56296 pts ($143)
Diamond R Fertilizer Co., Inc.	0.00128 pts ($999,999.00)	0.72668 pts ($137.5)	0.59593 pts ($139.75)	0.00027 pts ($999,999.00)	0.55809 pts ($144.25)
SiteOne Landscape Supply	0.78 pts ($1,638.50)	0.0001 pts ($999,999.00)	0.78 pts ($106.77)	0.00027 pts ($999,999.00)	0.55401 pts ($145.31)
Sunnilland Corporation	0.00128 pts ($999,999.00)	0.78 pts ($128.1)	0.65834 pts ($126.5)	0.00027 pts ($999,999.00)	0.78 pts ($103.21)

	Fusilade II	*Reward	* Revolver	Podium PGR	Ranger PRO
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Residex/Target Specialty Products	0.75267 pts ($68.5)	0.78 pts ($197.5)	0.78 pts ($577)	0.72509 pts ($125)	0.06782 pts ($360)
Diamond R Fertilizer Co., Inc.	0.73039 pts ($70.59)	0.00015 pts ($999,999.00)	0.00045 pts ($999,999.00)	0.78 pts ($116.2)	0.06418 pts ($380.4)
SiteOne Landscape Supply	0.72566 pts ($71.05)	0.78 pts ($197.5)	0.78 pts ($577)	0.70738 pts ($128.13)	0.78 pts ($31.3)
Sunnilland Corporation	0.78 pts ($66.1)	0.00015 pts ($999,999.00)	0.00045 pts ($999,999.00)	0.6688 pts ($135.52)	0.06091 pts ($400.81)

	Certainty	Roundup QuikPRO	Agristar 2,4-D	Pendulum®	Sencor
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Residex/Target Specialty Products	0.65732 pts ($81)	0.73386 pts ($64.75)	0.65031 pts ($41.5)	0.77 pts ($78)	0.42212 pts ($170)
Diamond R Fertilizer	0.75844 pts ($70.2)	0.78 pts ($60.92)	0.78 pts ($34.6)	0.78 pts ($77)	0.78 pts ($92)

	Certainty	Roundup QuikPRO	Agristar 2,4-D	Pendulum®	Sencor
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Co., Inc.					
SiteOne Landscape Supply	0.78 pts ($68.26)	0.68866 pts ($69)	0.00003 pts ($999,999.00)	0.00006 pts ($999,999.00)	0.18263 pts ($392.92)
Sunnilland Corporation	0.67877 pts ($78.44)	0.60417 pts ($78.65)	0.65425 pts ($41.25)	0.37655 pts ($159.5)	0.20073 pts ($357.5)

	Rometsol	Negate	Eschelon 4SC	Anderson's Goose & Crabgrass Control	Tower
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Residex/Target Specialty Products	0.78 pts ($32)	0.78 pts ($40.25)	0.78 pts ($305)	0.78 pts ($93)	0.39 pts ($1,527.00)
Diamond R Fertilizer Co., Inc.	0.58047 pts ($43)	0.60375 pts ($52)	0.78 pts ($305)	0.64366 pts ($112.7)	0.0006 pts ($999,999.00)
SiteOne Landscape	0.00002 pts	0.60375 pts ($52)	0.78 pts ($305)	0.00007 pts	0.78 pts ($763.5)

	Rometsol	Negate	Eschelon 4SC	Anderson's Goose & Crabgrass Control	Tower
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Supply	($999,999.00)			($999,999.00)	
Sunnilland Corporation	0.59245 pts ($42.13)	0.57082 pts ($55)	0.70909 pts ($335.5)	0.00007 pts ($999,999.00)	0.0006 pts ($999,999.00)

	Kerb SC T&O	Snapshot	Resolute	Surflan XL 2G	* Dimension 2 EW
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Residex/Target Specialty Products	0.78 pts ($602)	0.69489 pts ($78.45)	0.37399 pts ($170)	0.78 pts ($43)	0.77261 pts ($527.5)
Diamond R Fertilizer Co., Inc.	0.65719 pts ($714.5)	0.73173 pts ($74.5)	0.78 pts ($81.51)	0.63886 pts ($52.5)	0.78 pts ($522.5)
SiteOne Landscape Supply	0.6708 pts ($700)	0.78 pts ($69.89)	0.7532 pts ($84.41)	0.69527 pts ($48.24)	0.70419 pts ($578.75)

	Kerb SC T&O	Snapshot	Resolute	Surflan XL 2G	* Dimension 2 EW
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Sunnilland Corporation	0.65486 pts ($717.04)	0.60071 pts ($90.75)	0.00006 pts ($999,999.00)	0.66285 pts ($50.6)	0.70571 pts ($577.5)

	ZeroTol 2.0	Dithane F-45	Dithane 75 DF Rainshield	Chipco 26019	Chipco Signature
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Residex/Target Specialty Products	0.43142 pts ($113)	0.76266 pts ($91.75)	0.17546 pts ($212)	0.78 pts ($106.5)	0.42565 pts ($160.25)
Diamond R Fertilizer Co., Inc.	0.78 pts ($62.5)	0.64492 pts ($108.5)	0.1553 pts ($239.52)	0.70698 pts ($117.5)	0.78 pts ($87.45)
SiteOne Landscape Supply	0.40323 pts ($120.9)	0.00007 pts ($999,999.00)	0.78 pts ($47.69)	0.00008 pts ($999,999.00)	0.38891 pts ($175.39)
Sunnilland Corporation	0.43566 pts ($111.9)	0.78 pts ($89.71)	0.16461 pts ($225.98)	0.74402 pts ($111.65)	0.20147 pts ($338.56)

	Fore WSP	Fore WSP	26 GT(Bayer)	ProStar	Spectro 90 WDG
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Residex/Target Specialty Products	0.44063 pts ($53)	0.44063 pts ($53)	0.30049 pts ($305)	0.78 pts ($175.5)	0.6509 pts ($58)
Diamond R Fertilizer Co., Inc.	0.78 pts ($29.94)	0.78 pts ($29.94)	0.78 pts ($117.5)	0.00014 pts ($999,999.00)	0.78 pts ($48.4)
SiteOne Landscape Supply	0.00002 pts ($999,999.00)	0.00002 pts ($999,999.00)	0.27453 pts ($333.84)	0.70584 pts ($193.94)	0.6518 pts ($57.92)
Sunnilland Corporation	0.00002 pts ($999,999.00)	0.00002 pts ($999,999.00)	0.00009 pts ($999,999.00)	0.72028 pts ($190.05)	0.55177 pts ($68.42)

	*Segway	*Subdue Maxx	Consan Turf	Cutrine Plus Algaecide	Kphite
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Residex/Target Specialty Products	0.78 pts ($415)	0.58928 pts ($528)	0 pts ($9,999,999.00)	0.75825 pts ($60.6)	0 pts ($99,999,999.00)

	*Segway	*Subdue Maxx	Consan Turf	Cutrine Plus Algaecide	Kphite
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Diamond R Fertilizer Co., Inc.	0.00032 pts ($999,999.00)	0.78 pts ($398.9)	0.00004 pts ($999,999.00)	0.00005 pts ($999,999.00)	0.78 pts ($65.05)
SiteOne Landscape Supply	0.78 pts ($415)	0.58928 pts ($528)	0.78 pts ($51.55)	0.78 pts ($58.91)	0.6732 pts ($75.37)
Sunnilland Corporation	0.00032 pts ($999,999.00)	0.00031 pts ($999,999.00)	0.00004 pts ($999,999.00)	0.7595 pts ($60.5)	0.00005 pts ($999,999.00)

	Mirage Stressguard	Heritage - G	*Daconil Weatherstik	*Banner Maxx II	*Exteris Stressgard
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Residex/Target Specialty Products	0.78 pts ($450)	0.78 pts ($53.75)	0.61377 pts ($152.5)	0.26964 pts ($216)	0.78 pts ($275)
Diamond R Fertilizer Co., Inc.	0.00035 pts ($999,999.00)	0.76786 pts ($54.6)	0.78 pts ($120)	0.78 pts ($74.67)	0.00021 pts ($999,999.00)

	Mirage Stressguard	Heritage - G	*Daconil Weatherstik	*Banner Maxx II	*Exteris Stressgard
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
SiteOne Landscape Supply	0.78 pts ($450)	0.76687 pts ($54.67)	0.59429 pts ($157.5)	0.26964 pts ($216)	0.78 pts ($275)
Sunnilland Corporation	0.00035 pts ($999,999.00)	0.73437 pts ($57.09)	0.00009 pts ($999,999.00)	0.00006 pts ($999,999.00)	0.00021 pts ($999,999.00)

	*Pageant Intrinsic	*Honor Intrinsic	Insignia	Docket WS	*Banol
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Residex/Target Specialty Products	0.78 pts ($1,037.52)	0.78 pts ($451.29)	0.78 pts ($440.12)	0.78 pts ($114.5)	0.73948 pts ($962.5)
Diamond R Fertilizer Co., Inc.	0.00081 pts ($999,999.00)	0.00035 pts ($999,999.00)	0.00034 pts ($999,999.00)	0.74425 pts ($120)	0.78 pts ($912.5)
SiteOne Landscape Supply	0.78 pts ($1,037.52)	0.78 pts ($451.29)	0.00034 pts ($999,999.00)	0.00009 pts ($999,999.00)	0.73948 pts ($962.5)
Sunnilland Corporation	0.00081 pts	0.00035 pts	0.00034 pts	0.00009 pts	0.00071 pts

	*Pageant Intrinsic	*Honor Intrinsic	Insignia	Docket WS	*Banol
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
	($999,999.00)	($999,999.00)	($999,999.00)	($999,999.00)	($999,999.00)

	clearys 3336 flowable	Dylox 420 SL	Acephate 97	Provaunt	Acelpryn
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Residex/Target Specialty Products	0.34254 pts ($224)	0.78 pts ($177.25)	0.57227 pts ($98)	0.20285 pts ($381.6)	0.78 pts ($1,001.50)
Diamond R Fertilizer Co., Inc.	0.55803 pts ($137.5)	0.00014 pts ($999,999.00)	0.78 pts ($71.9)	0.00008 pts ($999,999.00)	0.00078 pts ($999,999.00)
SiteOne Landscape Supply	0.78 pts ($98.37)	0.73085 pts ($189.17)	0.00006 pts ($999,999.00)	0.78 pts ($99.24)	0.00078 pts ($999,999.00)
Sunnilland Corporation	0.3172 pts ($241.89)	0.77523 pts ($178.34)	0.66095 pts ($84.85)	0.73749 pts ($104.96)	0.00078 pts ($999,999.00)

	*Taurus Trio G	*Aloft GC SC	Chlorpyrifos 4E SPC Turf	Avalon Golf	Zenith 2F
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Residex/Target Specialty Products	0.78 pts ($70)	0.78 pts ($531.45)	0.78 pts ($96)	0.72465 pts ($38.75)	0.65792 pts ($53.35)
Diamond R Fertilizer Co., Inc.	0.78 pts ($70)	0.78 pts ($531.45)	0.59904 pts ($125)	0.78 pts ($36)	0.78 pts ($45)
SiteOne Landscape Supply	0.728 pts ($75)	0.78 pts ($531.45)	0.57939 pts ($129.24)	0.00003 pts ($999,999.00)	0.00004 pts ($999,999.00)
Sunnilland Corporation	0.00005 pts ($999,999.00)	0.00041 pts ($999,999.00)	0.00007 pts ($999,999.00)	0.00003 pts ($999,999.00)	0.49091 pts ($71.5)

	Extinguish Plus Fire ant Bait	* Triple Crown	* Top Choice	Nimitz Pro G	NemShield Gold
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Residex/Target Specialty Products	0.78 pts ($177)	0.78 pts ($225)	0.45665 pts ($137.5)	0.78 pts ($200)	0.78 pts ($999,999.00)

	Extinguish Plus Fire ant Bait	* Triple Crown	* Top Choice	Nimitz Pro G	NemShield Gold
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Diamond R Fertilizer Co., Inc.	0.75961 pts ($181.75)	0.78 pts ($225)	0.78 pts ($80.5)	0.78 pts ($200)	0.78 pts ($999,999.00)
SiteOne Landscape Supply	0.00014 pts ($999,999.00)	0.78 pts ($225)	0.45665 pts ($137.5)	0.00016 pts ($999,999.00)	0.78 pts ($999,999.00)
Sunnilland Corporation	0.76879 pts ($179.58)	0.00018 pts ($999,999.00)	0.00006 pts ($999,999.00)	0.70909 pts ($220)	0.78 pts ($999,999.00)

	Indemnify	Todal	Cide Kick	Citriwet	LI 700
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Residex/Target Specialty Products	0.78 pts ($1,650.00)	0.78 pts ($205)	0.00004 pts ($999,999.00)	0.00008 pts ($999,999.00)	0.54824 pts ($78.25)
Diamond R Fertilizer Co., Inc.	0.00129 pts ($999,999.00)	0.58145 pts ($275)	0.00004 pts ($999,999.00)	0.78 pts ($106.75)	0.78 pts ($55)

	Indemnify	Todal	Cide Kick	Citriwet	LI 700
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
SiteOne Landscape Supply	0.78 pts ($1,650.00)	0.76023 pts ($210.33)	0.00004 pts ($999,999.00)	0.00008 pts ($999,999.00)	0.00004 pts ($999,999.00)
Sunnilland Corporation	0.00129 pts ($999,999.00)	0.00016 pts ($999,999.00)	0.78 pts ($51.98)	0.00008 pts ($999,999.00)	0.00004 pts ($999,999.00)

	Turf Tracer Ultra	Shakedown	*Knockdown	*Cascade Plus	*Delux
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Residex/Target Specialty Products	0.78 pts ($15.75)	0.78 pts ($12.2)	0.78 pts ($12.2)	0.78 pts ($137.5)	0.3738 pts ($78.25)
Diamond R Fertilizer Co., Inc.	0.00001 pts ($999,999.00)	0.00001 pts ($999,999.00)	0.00001 pts ($999,999.00)	0.00011 pts ($999,999.00)	0.78 pts ($37.5)
SiteOne Landscape Supply	0.00001 pts ($999,999.00)	0.00001 pts ($999,999.00)	0.00001 pts ($999,999.00)	0.00011 pts ($999,999.00)	0.00003 pts ($999,999.00)
Sunnilland Corporation	0.07679 pts ($159.98)	0.00001 pts	0.00001 pts	0.00011 pts	0.00003 pts

	Turf Tracer Ultra	Shakedown	*Knockdown	*Cascade Plus	*Delux
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
		($999,999.00)	($999,999.00)	($999,999.00)	($999,999.00)

	*Jet Black EZ SoluPak	*New Balance	*Erase	NIS 80:20™	Hydretain ES Plus II
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Residex/Target Specialty Products	0.78 pts ($999,999.00)	0.78 pts ($50)	0.78 pts ($10)	0.3609 pts ($83.75)	0.78 pts ($237.5)
Diamond R Fertilizer Co., Inc.	0.78 pts ($999,999.00)	0.00004 pts ($999,999.00)	0.22286 pts ($35)	0.78 pts ($38.75)	0.00019 pts ($999,999.00)
SiteOne Landscape Supply	0.78 pts ($999,999.00)	0.00004 pts ($999,999.00)	0.00001 pts ($999,999.00)	0.00003 pts ($999,999.00)	0.00019 pts ($999,999.00)
Sunnilland Corporation	0.78 pts ($999,999.00)	0.00004 pts ($999,999.00)	0.00001 pts ($999,999.00)	0.00003 pts ($999,999.00)	0.00019 pts ($999,999.00)

	Aqua Aid	Aquafer	Hydration A Plus	Flo Thru A Plus	* Aqueduct
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Residex/Target Specialty Products	0.22513 pts ($237.5)	0.78 pts ($137.5)	0.00016 pts ($999,999.00)	0.00015 pts ($999,999.00)	0.78 pts ($137.5)
Diamond R Fertilizer Co., Inc.	0.78 pts ($68.55)	0.715 pts ($150)	0.78 pts ($198.8)	0.78 pts ($186.2)	0.00011 pts ($999,999.00)
SiteOne Landscape Supply	0.00005 pts ($999,999.00)	0.00011 pts ($999,999.00)	0.00016 pts ($999,999.00)	0.00015 pts ($999,999.00)	0.00011 pts ($999,999.00)
Sunnilland Corporation	0.00005 pts ($999,999.00)	0.00011 pts ($999,999.00)	0.00016 pts ($999,999.00)	0.00015 pts ($999,999.00)	0.00011 pts ($999,999.00)

	MES100	Sarge	*Anuew	Verde Cal G Green	Podium
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Residex/Target Specialty Products	0.39919 pts ($74.25)	0.78 pts ($92)	0.78 pts ($97.5)	0.77415 pts ($20)	0.70809 pts ($128)
Diamond R Fertilizer	0.78 pts ($38)	0.00007 pts	0.78 pts ($97.5)	0.78 pts ($19.85)	0.78 pts ($116.2)

	MES100	Sarge	*Anuew	Verde Cal G Green	Podium
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Co., Inc.		($999,999.00)			
SiteOne Landscape Supply	0.00003 pts ($999,999.00)	0.00007 pts ($999,999.00)	0.78 pts ($97.5)	0.00002 pts ($999,999.00)	0.70738 pts ($128.13)
Sunnilland Corporation	0.00003 pts ($999,999.00)	0.00007 pts ($999,999.00)	0.00008 pts ($999,999.00)	0.00002 pts ($999,999.00)	0.00009 pts ($999,999.00)

	Slow Release 21.0.0	Slow Release 24.0.11	Slow Release12.1.00	Slow Release 20-0-20 with 0.22% Dimension	Slow Release 18-0-18
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Residex/Target Specialty Products	0.72913 pts ($11.5)	0.65565 pts ($17.25)	0.00001 pts ($999,999.00)	0.75111 pts ($27)	0.73405 pts ($13.75)
Diamond R Fertilizer Co., Inc.	0.78 pts ($10.75)	0.78 pts ($14.5)	0.78 pts ($8.85)	0.73612 pts ($27.55)	0.78 pts ($12.94)

	Slow Release 21.0.0	Slow Release 24.0.11	Slow Release12.1.00	Slow Release 20-0-20 with 0.22% Dimension	Slow Release 18-0-18
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
SiteOne Landscape Supply	0.74401 pts ($11.27)	0.66844 pts ($16.92)	0.00001 pts ($999,999.00)	0.00002 pts ($999,999.00)	0.48877 pts ($20.65)
Sunnilland Corporation	0.69875 pts ($12)	0.7515 pts ($15.05)	0.74627 pts ($9.25)	0.78 pts ($26)	0.647 pts ($15.6)

	Granular 18-0-18	Granular 21-0-0	Granular 46-0-0	Granular 15.5-0-0	Granular 18-0-17
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Residex/Target Specialty Products	0.78 pts ($13.75)	0.78 pts ($11.5)	0.65867 pts ($15.75)	0.78 pts ($11)	0.00039 pts ($999,999.00)
Diamond R Fertilizer Co., Inc.	0.02155 pts ($497.6)	0.02137 pts ($419.8)	0.78 pts ($13.3)	0.53759 pts ($15.96)	0.78 pts ($496)
SiteOne Landscape Supply	0.51937 pts ($20.65)	0.68683 pts ($13.06)	0.61348 pts ($16.91)	0.62536 pts ($13.72)	0.00039 pts ($999,999.00)

	Granular 18-0-18	Granular 21-0-0	Granular 46-0-0	Granular 15.5-0-0	Granular 18-0-17
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Sunnilland Corporation	0.00001 pts ($999,999.00)	0.7475 pts ($12)	0.57633 pts ($18)	0.00001 pts ($999,999.00)	0.00039 pts ($999,999.00)

	Granular 14-1-14	Granular 16-0-16	Granular 13-2-13	Granular 14-2-14	Granular 13-3-13
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Residex/Target Specialty Products	0.00034 pts ($999,999.00)	0.00036 pts ($999,999.00)	0.51504 pts ($32.5)	0.6672 pts ($32.5)	0.52704 pts ($32.5)
Diamond R Fertilizer Co., Inc.	0.78 pts ($436.8)	0.78 pts ($461.2)	0.78 pts ($21.46)	0.78 pts ($27.8)	0.78 pts ($21.96)
SiteOne Landscape Supply	0.00034 pts ($999,999.00)	0.00036 pts ($999,999.00)	0.4243 pts ($39.45)	0.00002 pts ($999,999.00)	0.00002 pts ($999,999.00)
Sunnilland Corporation	0.00034 pts ($999,999.00)	0.00036 pts ($999,999.00)	0.00002 pts ($999,999.00)	0.00002 pts ($999,999.00)	0.00002 pts ($999,999.00)

	Granular 11-3-22	Granular 8-3-17	Granular 0-0-22	Granular Verde-Cal G	Granular Verde-Cal G
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Residex/Target Specialty Products	0.52943 pts ($32)	0.47385 pts ($32)	0.78 pts ($14.75)	0.74384 pts ($22)	0.77194 pts ($22.25)
Diamond R Fertilizer Co., Inc.	0.78 pts ($21.72)	0.78 pts ($19.44)	0.68279 pts ($16.85)	0.78 pts ($20.98)	0.78 pts ($22.02)
SiteOne Landscape Supply	0.00002 pts ($999,999.00)	0.34021 pts ($44.57)	0.35487 pts ($32.42)	0.00002 pts ($999,999.00)	0.00002 pts ($999,999.00)
Sunnilland Corporation	0.00002 pts ($999,999.00)	0.00002 pts ($999,999.00)	0.00001 pts ($999,999.00)	0.00002 pts ($999,999.00)	0.00002 pts ($999,999.00)

	Granular Dolomite	Granular Milorganite	Granular 40-0-0	Granular Nature Safe 8-3-5	Granular 0-0-28
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Residex/Target Specialty Products	0.22013 pts ($22.5)	0.64882 pts ($11)	0.61905 pts ($31.5)	0.00001 pts ($999,999.00)	0.41232 pts ($32.5)

	Granular Dolomite	Granular Milorganite	Granular 40-0-0	Granular Nature Safe 8-3-5	Granular 0-0-28
Supplier	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**	**/ 0.78 pts**
Diamond R Fertilizer Co., Inc.	0.60402 pts ($8.2)	0.4758 pts ($15)	0.58348 pts ($33.42)	0.19965 pts ($35.63)	0.78 pts ($17.18)
SiteOne Landscape Supply	0.78 pts ($6.35)	0.78 pts ($9.15)	0.00002 pts ($999,999.00)	0.78 pts ($9.12)	0.00001 pts ($999,999.00)
Sunnilland Corporation	0.61913 pts ($8)	0.59475 pts ($12)	0.78 pts ($25)	0.00001 pts ($999,999.00)	0.00001 pts ($999,999.00)

City of Palm Coast, Florida
Agenda Item

Agenda Date : 12/18/2018

Department	CITY CLERK	**Amount**	
Item Key	5115	**Account**	

Subject RESOLUTION 2018-XX APPROVING THE DONATION OF A 2.93 ACRE RESERVE PARCEL OF LAND OWNED BY GREEN HILL REAL ESTATE

Background :

UPDATE FROM DECEMBER 11, 2018 WORKSHOP

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

ORIGINAL BACKGROUND FROM THE DECEMBER 11, 2018

The City of Palm Coast was contacted by Agent's Choice Title, LLC on behalf of Green Hill Real Estate to donate their 2.93 acre reserve parcel to the City. The property is located off of Walt Place and Walton Pl which fronts a canal.

The Property Appraiser has valued this land at $73,250.00. The owner of the property has requested a letter from the City accepting the land donation, which staff has prepared and will provide upon Council approval. The property is zoned SFR-4 which would allow single-family homes. This property contains stormwater drainage facilities that serve the existing single-family neighborhood to the north and west. City acquisition would provide assurance that this system continues to function appropriately.

Recommended Action :

Adopt Resolution 2018-XX approving the donation of a 2.93 reserve parcel of land owned by Green Hill Real Estate.

RESOLUTION 2013-___
LAND DONATION
GREEN HILL REAL ESTATE, LLC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE DONATION OF A 2.93 RESERVE PARCEL OF LAND FROM GREEN HILL REAL ESTATE, LLC TO THE CITY OF PALM COAST; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR RECORDATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Green Hill Real Estate, LLC is the property owner (the "Owner") of a 2.93 acre tract of vacant land located off of Walt Place and Walton Place in the City of Palm Coast (the "Subject Property"); and

WHEREAS, Green Hill Real Estate, LLC desires to donate the Subject Property to the City of Palm Coast; and

WHEREAS, the City desires to accept the Subject Property as a donation for the benefit of the City's stormwater system.

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

SECTION 1. APPROVAL OF LAND DONATION. The City Council of the City of Palm Coast hereby approves the terms and conditions of the deed transferring title from Green Hill Real Estate, LLC to the City of Palm Coast, as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute any necessary documents to effectuate the transfer of the Subject Property to the City of Palm Coast.

SECTION 3. RECORDING OF DEED. Upon execution of the Deed, said document will be recorded by the City Clerk of the City of Palm Coast with the Flagler County Clerk's Office.

SECTION 4. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

SECTION 6. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 18th day of December 2018.

CITY OF PALM COAST, FLORIDA

_____
MILISSA HOLLAND, MAYOR

ATTEST:

_____
VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A - Deed transferring fee simple title of 2.93 acres from the Green Hill Real Estate, LLC to the City of Palm Coast.

Approved as to form and legality

_____
William E. Reischmann, Jr., Esquire
City Attorney

CONTRACT FOR PURCHASE AND SALE
(DONATION)

THIS **CONTRACT FOR PURCHASE AND SALE** ("**Contract**") is made by and between **GREEN HILL REAL ESTATE, LLC, a Florida limited liability company** (hereinafter referred to as "**Seller**"), with a principal address of 8 Village Circle, Palm Coast, FL 32164, and the **CITY OF PALM COAST, FLORIDA**, a Florida municipal corporation ("**Buyer**") with a principal address of 160 Lake Avenue, Palm Coast, FL 32164. For and in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, Buyer agrees to buy and Seller agrees to sell the following described real property subject to and upon the terms and conditions set forth below. The effective date of this Contract (the "**Effective Date**") shall be the date upon which the last of Seller and Buyer shall have signed this Contract.

ARTICLE I - PROPERTY

The legal description of the real property (the "**Property**") which is the subject matter of this Contract is as follows:

Reserved Parcel Q of Palm Coast Map of Wynnfield Section 19, according to the map or plat thereof, as recorded in Map Book 7, Page(s) 25 through 30, of the Public Records of Flagler County, Florida.

ARTICLE II - PURCHASE PRICE

Purchase Price. The parties agree that Seller shall donate all of its rights, title, and interest in the Property to the Buyer as the site of a stormwater facility.

ARTICLE III - CLOSING AND CLOSING DATE

The transaction contemplated by this Contract shall be closed (the "**Closing**"), the Purchase Price applied to closing costs and the deed, and the exclusive possession of the Property, free of all occupants, shall be delivered to Buyer at Closing. The closing date shall be on or before 60 days following the Effective Date.

ARTICLE IV - TERMS AND CONDITIONS

The additional terms and conditions of this Contract are as follows:

4.1. **Evidence of Title**. Buyer, at Buyer's expense and within thirty (30) days from the Effective Date, shall obtain a title insurance commitment (the "**Title Commitment**") to issue an ALTA Owner's Title Insurance Policy - Form B from a title insurance company acceptable to Buyer (the "**Title Insurance Company**") in the amount equal to the appraised value of the property, naming Buyer as the proposed insured (not including charges for a lender's policy). The Title Commitment shall show good, marketable and insurable fee simple title to the Property to be

vested in Buyer, liens, encumbrances, exceptions and qualifications which will not interfere with or impair the Property's use; exceptions permitted by the provisions of this Contract; and those exceptions which are capable of and are actually to be discharged by Seller at or before Closing (all other exceptions to title being deemed title defects for purposes of this contract). Legible and complete copies of all instruments listed as exceptions to title (commonly identified as Schedule B-II exceptions in the Title Commitment) shall be delivered with the Title Commitment. If title is found to be defective, Buyer shall, within ten (10) days from the date it receives the Title Commitment, notify Seller in writing to that effect specifying the defects. Seller shall have twenty (20) days from the receipt of Buyer's notice specifying the title defects to cure the defects and, if after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied prior to Closing, or where the removal of such defects is not otherwise assured to Buyer's satisfaction, Buyer shall have the option of (i) accepting the title "as is" or (ii) terminating the Contract after which Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Contract.

4.2. **Survey**. Buyer may, at Buyer's expense, obtain a survey of the Property (the "**Survey**") prepared by a licensed Florida land surveyor dated no earlier than thirty (30) days before Closing, or in the alternative, an update of an earlier survey re-dated to a point in time no earlier than the last thirty (30) days.. If the Survey shows any encroachments onto the Property or improvements located outside its boundaries or encroachments by improvements principally located on the Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the Property, or if it is apparent that the Property violates existing title covenants and/or applicable zoning laws or ordinances, Buyer shall notify Seller in writing to that effect specifying the defects. Seller shall have until thirty (30) days from receipt of Buyer's notice specifying the Survey defects in which to cure such defects. If after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing, Buyer shall have the option of (i) accepting the condition of the Property as disclosed in the Survey in an "as is" condition, or (ii) terminating the Contract, thereupon Buyer and Seller shall each be released from all further liabilities and obligations to each other with respect to all matters arising from this Contract.

At Closing, Seller will furnish Buyer with an Affidavit Regarding Survey (i) testifying to the absence of any encroachments not shown on the survey; and (ii) testifying that Seller has not granted or caused to be granted any license to use or any right to enter upon the Property.

4.3. **Conveyance**. Seller shall convey title to the Property to Buyer by Warranty Deed (the "**Deed**"), subject only to: (i) taxes for the year of Closing; and (ii) matters disclosed in the title evidence provided to and accepted or deemed accepted by Buyer.

4.4. **Closing Affidavit**. At the Closing, Seller shall furnish Buyer with an affidavit (i) testifying to the absence of any claims, encumbrances, taxes, assessments, liens or potential lienors known to Seller not disclosed in the Title Commitment and Deed, (ii) further attesting that there have been no improvements to the Property by or through Seller for the ninety (90) day period immediately preceding the date of Closing, the cost of which remains unpaid, (iii) agreeing to take no action prior to recording the Deed which would adversely affect the title to the Property,

(iv) testifying that possession of the Property is subject only to those matters accepted by Buyer pursuant to the terms hereof, if any, and that Seller is otherwise in exclusive, peaceable and undisputed possession of the Property, and (v) testifying that there are no actions or proceedings now pending in any state or federal court to which Seller is a party including, but not limited to, proceedings in bankruptcy, receivership or insolvency, which would affect the Property, the title to the Property or Seller's ability to close on the sale of the Property to Buyer except as disclosed in the Title Commitment. Seller shall also furnish such other evidence, affidavits or information required by the Title Insurance Company so that the Title Insurance Company will be able to eliminate all standard exceptions from the Title Commitment at Closing, except for taxes for the year of Closing which are not yet due or payable.

4.5. **Place of Closing**. Closing shall be held by express courier or at the offices of the title agent designated by the party paying the title insurance or the Seller, or Garganese, Weiss, D'Agresta & Salzman, P.A. or such other location as is mutually agreed upon by Buyer and Seller.

4.6. **Documents for Closing**. Buyer's attorney or title agent shall prepare the Deed, Seller's affidavit, closing statement, and any corrective instruments that may be required in connection with perfecting title.

4.7. **Expenses**. State documentary tax for the Deed and the cost of recording all corrective documents needed to complete the transaction shall be borne by Buyer. Buyer shall pay for the title insurance premium, recording the Deed and all fees and expenses arising from or associated with the simultaneous issuance of a lender's title insurance commitment and policy, if any, and any and all endorsements to such policy required by its lender.

4.8. **Proration of Taxes; Real and Personal**. Taxes shall be prorated based upon the current year's tax based on the highest discount available at Closing. If the Closing occurs on a date when the current year's taxes are not fixed and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated based on the prior year's tax; provided, however, if there are completed improvements on the Property by January 1st of the year of Closing, which improvements were not in existence on January 1st of the prior year, then the taxes shall be prorated to the date of Closing based upon the prior year's millage and an equitable assessment to be agreed upon between the parties, failing which request will be made to the county tax assessor for an informal assessment. If the Property is assessed as part of a larger tract of land and a "cut out" is not available from the tax assessor at the time of Closing, the taxes for the Property shall be estimated and prorated based upon the ratio of the size of the Property in relation to the overall tract of which the Property forms a part, taking into consideration matters of zoning as described in the tax assessor's records. Any tax proration based on an estimate may, at the request of either party, be subsequently readjusted upon receipt of the actual tax bill. Title Agent shall ensure compliance with Fla. Stat. 196.295 at settlement, and Buyer shall be responsible for any real and personal property taxes billed with respect to the Property after Closing. This provision for reproration shall survive the Closing.

4.9. **Special Assessment Liens**. Special assessment liens which are certified, confirmed

and ratified as of the date of Closing are to be paid by Seller. Special assessment liens which are certified, confirmed and ratified but payable in installments post Closing shall be paid in full by Seller at Closing. Special assessment liens pending as of the date of Closing shall be assumed by Buyer; provided, however, that if the improvements which form the basis for such special assessment are substantially completed as of the date of Closing they shall be deemed to have been certified, confirmed or ratified and Buyer shall, at Closing, be credited with an amount equal to the last estimate of the assessment for the improvement made by the appropriate public body.

4.10. **Default**. If Buyer fails to perform any of Buyer's covenants set forth in this Contract, the Deposit, if any, shall be paid to and retained by and for the account of Seller as agreed upon liquidated damages and in full settlement of any claims whatsoever. If Seller fails to perform any of Seller's covenants set forth in this Contract or fails to convey the Property when Seller is obligated to do so in accordance with the terms hereof, Buyer shall have, as its sole and exclusive remedies, the election of either (i) demanding and receiving a refund of the Deposit, if any, immediately or (ii) the right of specific performance against Seller.

4.11. **Severability**. If any one or more of the provisions of this Contract is held invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the remaining provisions of this Contract shall be construed to best carry out the original intent of the parties hereto.

4.12. **Complete Agreement**. This Contract evidences the complete understanding of the parties hereto as respects the matters addressed herein. No agreement or representation, unless set forth in this Contract, shall bind either of the parties hereto.

4.13. **Notices**. Notices to Seller and Buyer shall be deemed delivered (i) when hand delivered, or (ii) one (1) business day following delivery to an express delivery courier, such as Federal Express, or (iii) three (3) days following deposit in U.S. mail, certified, return receipt requested. Notice shall be given to the following addresses:

To Seller: Green Hill Real Estate, LLC
Attn: Irina Tsilko, Manager
8 Village Circle
Palm Coast, FL 32164

To Buyer: City of Palm Coast
Attn: Beau Falgout, Interim City Manager
160 Lake Avenue
Palm Coast, FL 32164

4.14. **FIRPTA - Right to Withhold**. If Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code, Buyer is required to withhold up to 15% of the amount realized by the Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the Seller has

obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is claimed on the sale of residential property for $300,000 or less. Seller agrees that Buyer may deduct and withhold from the Purchase Price provided in Article II hereof, a tax in the amount of up to fifteen percent (15%) of the amount realized (as that term is used in Section 1445(a) of the Internal Revenue Code) by Seller pursuant to this Contract, except upon the occurrence of either (A) or (B) below:

(A) At or prior to Closing, Seller provides to Buyer a Certificate of Non-Foreign Status or a Non-USRPHC Statement described in and complying with Section 1445(b)(2) or (3) of the Internal Revenue Code of 1986, as amended (the "Code") (all references to Section or the Code include any successor provisions thereto and any Treasury Regulations promulgated in connection thereto) and Buyer has no knowledge or notice that such Certificate or Statement is false; or

(B) At or prior to Closing, Buyer received a withholding certificate described in Temp. Treas. Reg. Section 1.1445-3T or Rev. Proc. 85-41.

Buyer agrees that any amount deducted and withheld pursuant to this Section shall be remitted to the Internal Revenue Service in accordance with Section 1445 of the Code and the Regulations thereunder.

4.15. **Environmental Status**. Seller warrants and represents to Buyer that, to Seller's knowledge, (i) the Property is free of all hazardous waste or substances except as may be permitted by applicable law; (ii) that the Property has been operated and maintained in compliance with all applicable environmental laws, statutes, ordinances, rules and regulations; (iii) no other release of any hazardous waste or substances has taken place on the Property, (iv) no migration of hazardous waste or substances has taken place from the Property which would cause the release of any hazardous waste or substance on any adjoining lands or any other lands in the vicinity of the Property; and (v) there are no bulk or underground tanks on or in the Property, and, no bulk or underground storage tanks have ever been located on or in the Property.

The term hazardous waste or substances shall include those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., and in the regulations promulgated pursuant to said laws or any replacement thereof; such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.

Seller has no notice or knowledge of the on-site existence of any "Endangered and Threatened Species", flora and fauna as identified by the U.S. Fish and Wildlife Service's "List of Endangered and Threatened Wildlife and Plants" as may be amended from time to time. Seller further warrants no knowledge of the on-site existence of any upland conservation areas which are preserved, or may be preserved, for the purposes of providing of wildlife habitat.

The provisions of this Section 4.15 shall survive the Closing or earlier termination of this Contract.

4.16. **Right of Inspection**. During the term of this Contract, Buyer, its agents, employees and representatives, may have access to the Property and the records of the Property (including those on file with any governmental agency) at all reasonable times subsequent to the Effective Date of this Contract with the right, at Buyer's expense, to inspect the Property and to conduct all tests and borings thereon as Buyer, its licensed engineers, surveyors and the like shall deem reasonably necessary or desirable to fulfill the tests and investigations contemplated by the Contract. Any entry on or to the Property by Buyer or its authorized representatives pursuant to the provisions hereof shall be at the risk of Buyer, and Buyer hereby indemnifies, protects, and holds Seller harmless and agrees to defend Seller from and against any and all claims, demands, losses, damages, and liabilities (including but not limited to personal injury and property damage claims and mechanics' or other liens), together with related costs and expenses, including reasonable attorney fees and litigation costs, caused by Buyer or Buyers' agents on or to the Property. In addition, Buyer shall keep the Property free from any liens which could arise as a result of the exercise by Buyer of any of its rights hereunder.

4.17. **WAIVER OF TRIAL BY JURY**. SELLER AND BUYER HEREBY MUTUALLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY REGARDING ANY LITIGATION BASED OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY AGREEMENT CONTEMPLATED TO BE DELIVERED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF SELLER AND BUYER ENTERING INTO THIS CONTRACT.

ARTICLE V - SPECIAL CONDITIONS

Seller has made a limited number of representations and warranties to Buyer in this Contract. In consideration of Buyer waiving additional conditions, representations or warranties from Seller, Seller and Buyer hereby agree as follows:

5.1. **Condition Precedent**. Buyer's obligation to close under this Contract shall be subject to the satisfaction of the following conditions precedent enumerated below. In the event any one of these conditions is not satisfied for any reason whatsoever, then this Contract shall terminate, and Buyer and Seller shall be fully relieved from all further rights and responsibilities under this contract.

A. The complete execution of this Contract by Seller and Buyer and the approval of this Contract by Buyer's City Council at a public meeting, pursuant to §166.045, Fla. Stat.

B. No action, suit, proceeding, or official investigation shall have been

threatened, announced, or commenced by any person or federal, state or local government authority or agency that seeks to enjoin, assess civil or criminal penalties against, or obtain any judgment, order, or consent decree, with respect to either party hereto, in connection with their respective representations and obligations under this Contract.

5.2. **Inspection Period**. The Inspection Period begins upon receipt of Seller's Materials described in Section 5.3. Buyer shall have until the date of Closing (herein the "**Inspection Period**") in which to conduct an investigation of the Property, including, by way of illustration and not in limitation and subject to Section 4.16: inspections as to the physical condition of the Property, investigate the availability of utilities, status of zoning or ability to rezone, zoning codes, building codes, physical condition and any other condition or characteristic of the Property which Buyer may deem necessary or relevant to Buyer in purchasing the Property. Should Buyer for any reason become dissatisfied or concerned with the result of any such investigation, search, inquiry or report as contemplated hereby, then Buyer may, prior to the expiration of the Inspection Period, terminate this Contract by written notice thereof to Seller. Notwithstanding anything to the contrary contained herein, if Buyer has not terminated this Contract by written notice delivered to Seller prior to Closing, then the Deposit (if any) shall be applicable to the Purchase Price but non-refundable, other than pursuant to Section 5.1 hereof, except in the event of a default by Seller hereunder.

5.3. **Delivery of Materials**. Within five (5) days after the Effective Date of this Contract, Seller shall deliver to Buyer copies of all existing studies, tests, environmental audits, soil borings results, surveys, site plans, reports, plans, permits, petitions, warranties, applications, certificates, reservations, agreements, development orders, approvals, maps, aerials and related materials in its possession relating to the Property.

5.4. **Intended Use of the Property**. The parties acknowledge that Buyer intends to use the Property for a stormwater facility. Buyer reserves the right to make modifications to the Intended Use as Buyer reasonably deems appropriate.

5.5. **Brokerage**. Buyer and Seller represent to each other that neither party has dealt with or engaged a broker with respect to the transaction contemplated herein. Each party hereby agrees to indemnify the other from and against any claim for brokerage commission or finder's fee asserted by any other person, firm or corporation claiming by, through or under said party.

5.6. **Seller Warranties.** During the period that this Contract is in effect, Seller shall maintain the Property in its current condition, reasonable wear and tear excepted.

5.7. **Seller Not to Convey**. Seller shall not convey any interest in the Property after the signing of this Contract without the prior joinder and written consent of the Buyer.

5.8. **Extensions of Closing Date**. Buyer shall have the unilateral and absolute right to exercise one thirty (30) day extension of the Closing Date. Buyer shall exercise the extension by providing at least three (3) days written notice to Seller. Any other extension shall be by mutual

agreement of the parties.

5.9. **Waiver/Time.** The waiver of any breach of any provision hereunder by Buyer or Seller shall not be deemed to be a waiver of any preceding or subsequent breach hereunder. No failure to delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof. Time is of the essence in this Agreement as to all dates and time periods set forth herein. To the extent that the last day of any time period stipulated in this Contract falls on a Saturday, Sunday or legal holiday (State or Federal), the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Any time period of ten (10) days or less specified herein shall not include Saturdays, Sundays or legal holidays. Where used herein, the term "business days" shall be those days other than Saturdays, Sundays or legal holidays.

5.10. **Headings; Entire Agreement; Governing Law**. The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. This Contract constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and this Contract may be executed in separate counterparts, each of which shall be deemed an original, and all which shall constitute one and the same instrument. This Contract shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

[This area left intentionally blank, execution next page]

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year indicated below.

WITNESSES:

_____

_____
(print)

_____

_____
(print)

SELLER:
GREEN HILL REAL ESTATE, LLC, a Florida limited liability company

By:_____
Irina Tsilko, Manager

WITNESSES:

_____

_____
(print)

_____

_____
(print)

BUYER:
CITY OF PALM COAST, FLORIDA

By:_____
Beau Falgout, Interim City Manager

ATTEST:

By:_____
Virginia A. Smith, City Clerk

Date:_____

[CITY SEAL]

LAND DONATION

GREEN HILL REAL ESTATE LLC

City of Palm Coast, Florida
Agenda Item

Agenda Date:12/18/2018

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

Meeting Calendar for 12/19/2018 through 1/31/2019

12/19/2018 5:30 PM
Planning & Land Development Regulation Board
City Hall

1/8/2019 9:00 AM
City Council Workshop
City Hall

1/9/2019 5:00 PM
Leisure Services Advisory Committee
Community Center

1/15/2019 9:00 AM
City Council
City Hall

1/16/2019 5:30 PM
Planning & Land Development Regulation Board
City Hall

1/24/2019 5:00 PM
Beautification and Environmental Advisory Committee
City Hall

1/29/2019 9:00 AM
City Council Workshop
City Hall

File #	Item	Title	Staff
		Workshop 12/25/2018-CITY OFFICES CLOSED CHRISTMAS DAY	
		Business 01/01/2019-CITY OFFICES CLOSED NEW YEAR'S DAY	
		Workshop 01/08/2019	
	Presentation	Reuse Master Plan	Adams/Ashburn
	Resolution	MSA Rehab of Wastewater Structures	Adams/Ashburn
	Resolution	Pump Station D Improvements	Blake
	Resolution	Professional Utility Engineering Services	Blake
	Presentation	Reservations for recreation facilities	Boyer
	Presentation	Magellan update to action items	Burkhart
	Resolution	3P Consulting Services	Burkhart
	Resolution	City Wide Security Assessment and Master Plan	Burkhart
	Presentation	Fl. Park Drive Traffic /Environment study	Cote
	Resolution	Project Price is Right Incentive Agreement	Newingham
	Resolution	Light House Harbor PreAnnexation	Papa
	Ordinance	Lighthouse Harbor Annexation	Papa
		Business 01/15/2019	
	Resolution	MSA Rehab of Wastewater Structures	Adams/Ashburn
	Resolution	Pump Station D Improvements	Blake
	Resolution	Professional Utility Engineering Services	Blake
	Resolution	City Wide Security Assessment and Master Plan	Burkhart
	Resolution	3P Consulting Services	Burkhart
	Resolution	Project Price is Right Incentive Agreement	Newingham
		Workshop 01/29/2019	
	Presentation	Unfunded Priorities-Pavement Mgmt Program and PW facility	Staff
	Resolution	FEMA Generators	Blake
	Resolution	2019 Sanitary Sewer Lining	Blake
	Ordinance	Animal Control amendment	Grossman
	Presentation	High Tech Corridor	Newingham
		Business 02/05/2019	
	Resolution	FEMA Generators	Blake
	Resolution	2019 Sanitary Sewer Lining	Blake
	Ordinance 1st	Animal Control amendment	Grossman

	Presentation	Employee Calendar Contest Winners	Mini
		Future	
	Resolution	Piggyback MRO supplies	Adams
	Resolution	Master Plan SCADA Telemetry Standardization	Adams/Roussell
	Resolution	Annual Fire Inspection Fees	Alves
	Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
	Resolution	Interlocal Mala Compra Storm Drain Project	Blake/Kronenberg
	Resolution	Whiteview Parkway Force Main Improvements	Blake/Kronenberg
	Resolution	Pine Lakes Pkwy Forcemain and Lift Station Improvements	Blake/Kronenberg
	Resolution	Equip 3 Wells and Raw Water Main, PH 3	Blake/Kronenberg
	Resolution	City Hall Generator	Cote
	Resolution	BBI GMP Contract	Cote
	Presentation	Sheriff's presentation	Staly

City of Palm Coast, Florida
Agenda Item

Agenda Date : 12/18/2018

Department	CITY CLERK	**Amount**	
Item Key	5630	**Account #**	

Subject ATTACHMENTS TO MINUTES

Background :

Recommended Action :

Gartner Partnership Licensing

Multiple Initiatives

Information Technology Team
December 18, 2018

City Council IT Priorities

- Fibernet Expansion
- Smart City
  - Advanced Metering
- Cell Tower Expansion
- Improved Communication Services
- Improved Public-Facing Public Records
- Security Master Plan
- Comprehensive IT Strategy Plan
- Citizen Engagement Portal

Gartner Support and Resources

Support for City/IT Priorities	Resources and Value Delivery
Cost Optimization	Access to Technology and Local Government Research
Lean Government	Access to Case Studies
Smart City Strategies	Access to Best Practices
Digital Government Capabilities	Assistance with Contract Negotiation (RFx, SOW)
IT Strategic Planning to Meet City Goals	Access to Benchmarking Statistics
Enterprise Application Planning	Access to Subject Matter Experts (SMEs)
Modernization Best Practices	Assigned Leadership Partner
Cloud Computing	Annual Onsite Workshop
Risk Management	
Cyber Security	

Proposed Investment-Piggyback Pricing

Service	Quantity of Licenses	Proposed License Holder	Investment
Gartner for Enterprise IT Leaders	2	Chuck Burkhart (Leader) TBD (Cross Function Member) January 1, 2019-December 31, 2019	$71,471
Possible Early Activation December 2018		**Total**	$71,471

Gartner for Enterprise IT Leaders (EITL)

- Assigned Service Delivery Team; Leadership Partner and Leadership Client Manager
- Member Value Plan
- Annual Onsite Meeting
- Gartner for IT Leaders Content; Diagnostic Tools, Toolkits, IT Key Metrics Data
- Facilitated Networking & Community Events
- Member Forum Meetings Held Twice per Year
- Member-Driven Research
- Exclusive Peer Content on My Gartner
- Enterprise IT Leaders Webinars
- Designated Member Delegate
- Including All of the GITL Content, Analysts and Research

Contract Vehicle: Florida State Term Contract #81141902-VITA-18-ACS

Next Steps

- Solidify Council Approval for funding in December 2018
- Finalize engagement contract in December 2018
- Begin utilizing Gartner in January 2019

THANK YOU

Questions?

Salesforce Licensing

Citizen Portal Development

Information Technology Team
December 18, 2018

City Council IT Priorities

- Fibernet Expansion
- Smart City
  - Advanced Metering
- Cell Tower Expansion
- Improved Communication Services
- Improved Public-Facing Public Records
- Security Master Plan
- Comprehensive IT Strategy Plan
- Citizen Engagement Portal

Background

- Citizen Portal Development
- Coastal Cloud Partnership
  - Development is at No Cost
- Salesforce is the Development "Engine" for the Portal

- **Salesforce** is a **CRM** (Customer Relationship Manager).
- **Salesforce** is the leading **CRM** on the market.
- **Salesforce** is the “glue” that binds all Citizen and Business information into one portal.

Cost Analysis

SalesForce Price Comparison
Standard vs. Discounted

	Qty	Standard Price	Standard Total	Discounted Price	Discounted Total
Lightning Service Cloud - Enterprise Edition	34	1,800.00	61,200.00	1,279.58	43,505.72
Lightning Field Service - Dispatcher - Enterprise Edition	2	1,800.00	3,600.00	1,680.64	3,361.28
Lightning Field Service - Contractor - Enterprise Edition	57	600.00	34,200.00	458.36	26,126.52
Customer Community - Enterprise Edition - Logins	1,000	30.00	30,000.00	8.91	8,910.00
Premier Success Plan (Support)	1	25,800.00	25,800.00	16,381.11	16,381.11
TOTAL COST			154,800.00		98,284.63

Next Steps

- Solidify Licensing in December 2018
- Get Salesforce Environment by end of January 2019
- Kick-off meeting with Citizen Portal Team in January 2019
- Detailed Project Plan by March 2019
- Periodic Progress Reports to Council

THANK YOU

Questions?

STORMWATER DITCH MAINTENANCE

Enhanced Program

Citywide Ditch Weed Control

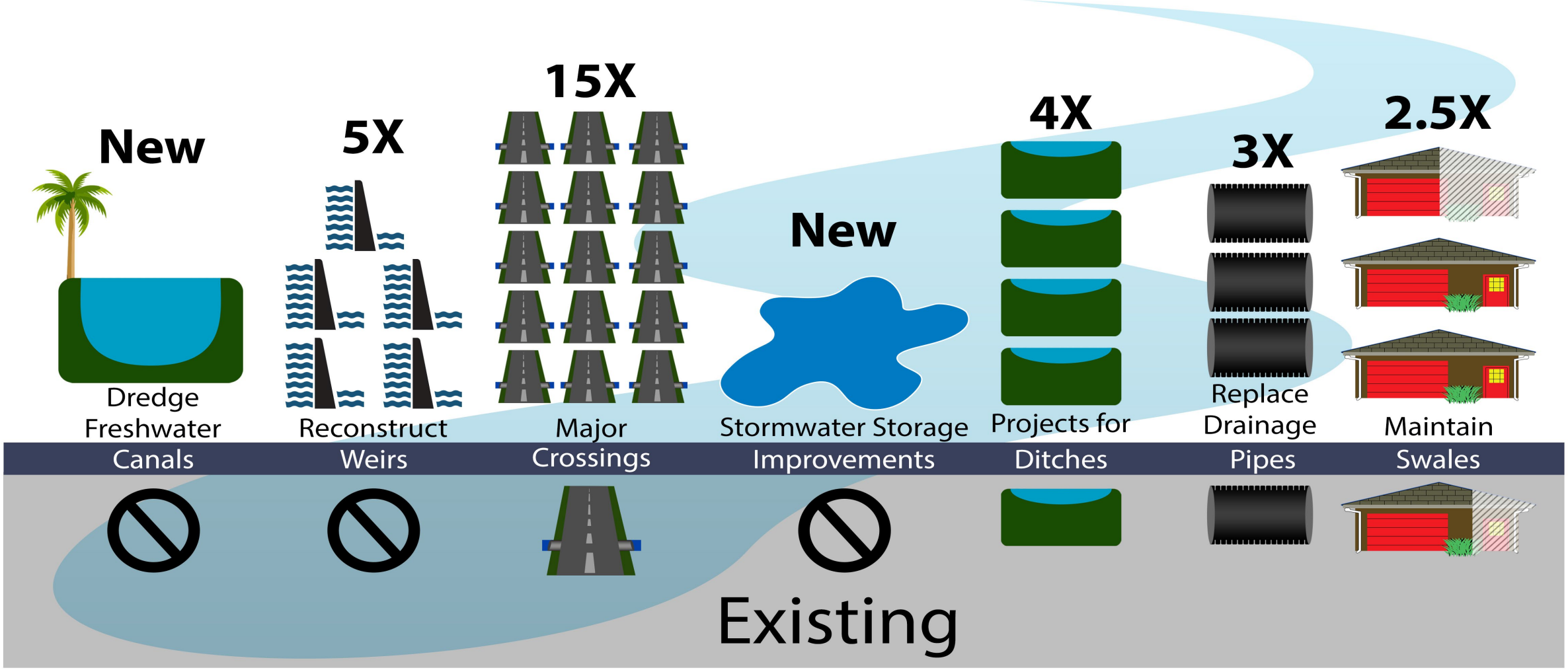
City Council Workshop

Tuesday, December 18th 2018

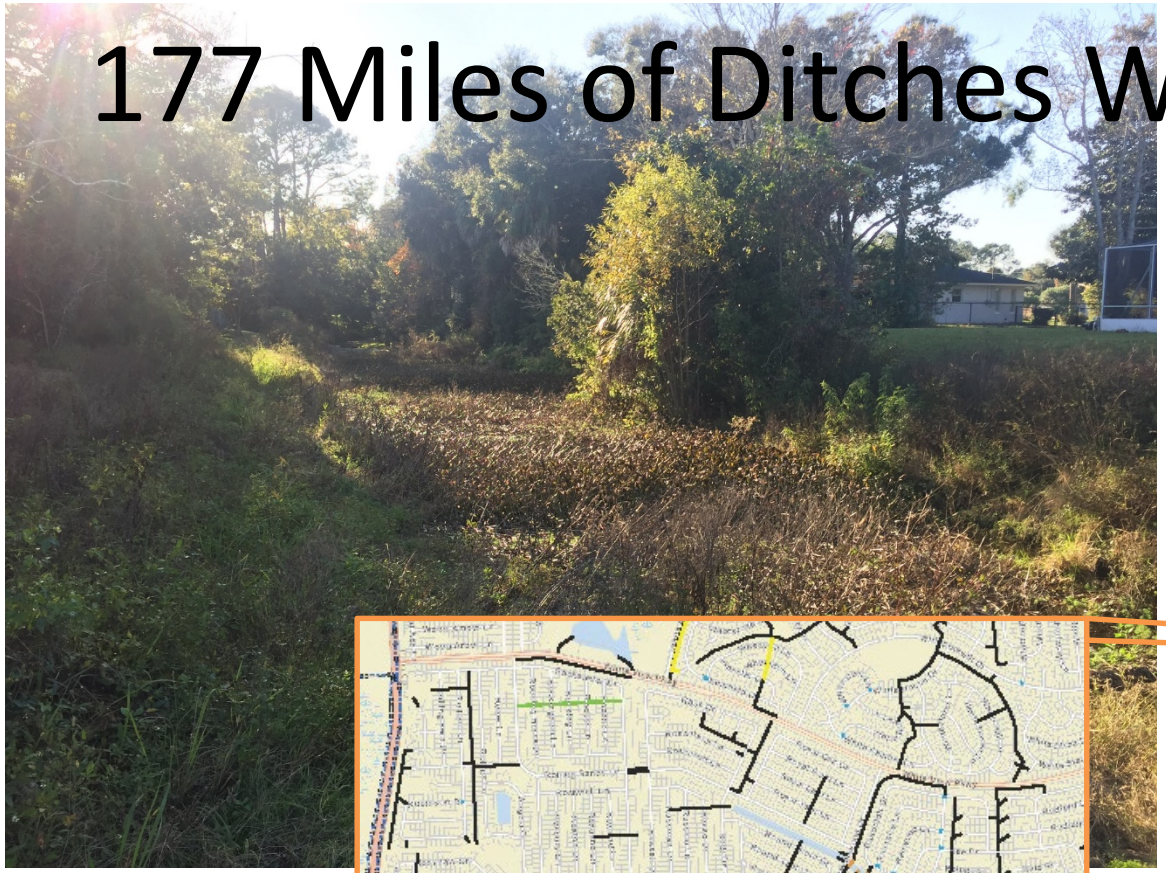
CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

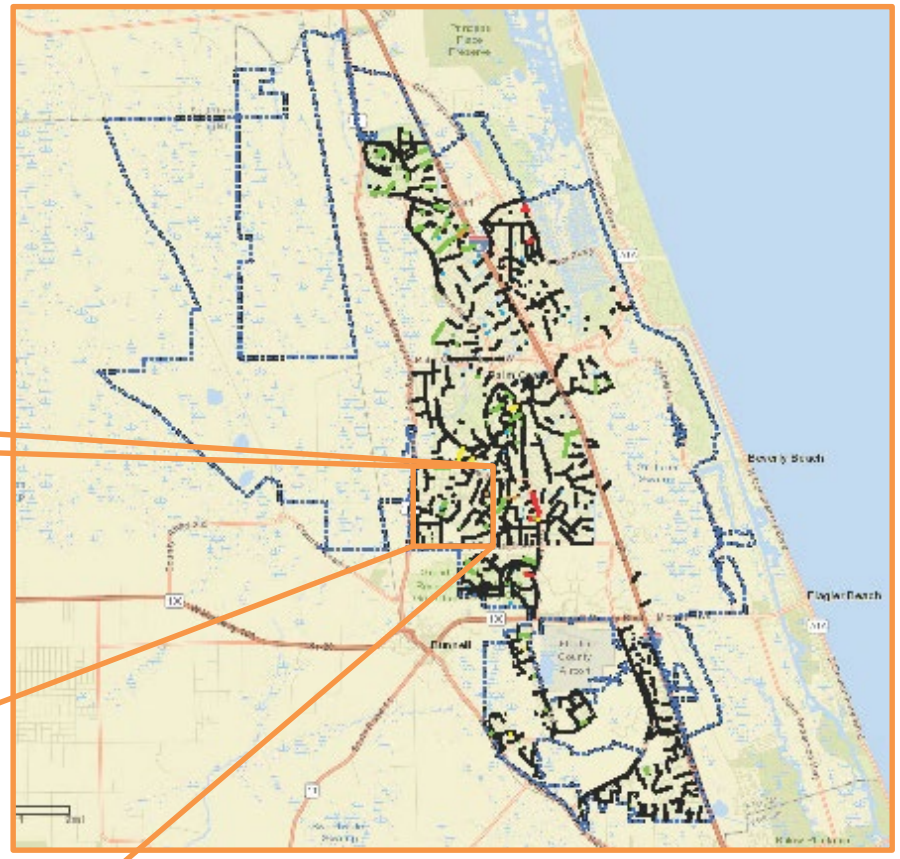
Find Your Florida

Enhanced Stormwater Plan Over 5 Years



177 Miles of Ditches Within City of Palm Coast





Program Objectives

- Improve ditch capacity by reducing dense aquatic growth in ditches City wide
- Develop a more comprehensive ditch maintenance program
- Initial application to gain better control of ditch vegetation.
- Second application in areas as needed and to further refine program and schedule

Plan:

- Accelerate Program by utilizing current spray contractor to perform initial treatments
- Allow time to purchase necessary equipment and bring on new personnel to manage program
- Provide opportunity for training new spray program personnel and to better refine program and schedule
- Accomplish within current fiscal year spray program budget
- Have all ditches treated and City spray program in place by beginning of next fiscal year

Discussion & Questions

Consolidated Annual Performance and Evaluation Report (CAPER) (Annual Report) FFY 2017

(October 1, 2017- September 30, 2018)

Community Development Block Grant (CDBG) Program

CDBG Program – History & Background

Federal Program that started in 1974, to provide funding for community development.

Program provides discretion to grantee on CDBG activities.

Activities **must meet one** of the National Objectives of the Program:

1) Benefit low- and moderate-income persons or Area, or
2) Prevent or eliminate slum or blight, or
3) Address urgent community development needs (Emergency).

CDBG Program – History & Background

To receive funding, the following needs to be completed:

Consolidated Plan –

Document intended to provide a unified vision for community development actions to meet CDBG goals of decent housing, suitable living environment, & expanded economic opportunities

Strategic Plan –

Plan covering 3 or 5 year period that describes how jurisdiction intends to provide services that address CDBG goals

CDBG Program – History & Background

Annual Action Plan

1 year plan describes actions to occur over the coming year.

Other documents:

Analysis of Impediments to Fair Housing Choice (AI)

Comprehensive Annual Performance and Evaluation Report (CAPER) – end of year report

CDBG Program – History & Background

CDBG Example Project/Programs

- Housing Related Activities
- Public Services (Limited to 15% of Grant allocation)
- Economic Development
- Infrastructure Improvement (In qualified area or LMI census tracts)
- Planning/Administration/Monitoring for Program (limited to 20% of allocation)

CDBG Program – History & Background

CDBG funded activities in City:

- Infrastructure Project in LMI Area
- Financial Assistance to LMI Households for home-repair
- Youth services through recreational programs (e.g. summer camp, swim lessons)

Annual Report –FFY 2017 (FY 17/18) - Background

- Per Federal regulations for the period of October 1, 2017 to September 30, 2018.

- The purpose of the Annual Report is to describe the activities undertaken during this time period using CDBG funds.

- Report provides an update on the City's progress in implementing the CDBG programs and activities identified in the Consolidated and Annual Action Plan.

Annual Report –FFY 2017 (FY 17/18) - Background

- Three main activities for CDBG funds:

  - Infrastructure (Seminole Woods Multi-use Path)
  - Housing Rehabilitation (including administration)
  - Public Service (Youth Activities)

  - Planning and Administration

Annual Report – CDBG Accomplishments

Infrastructure - Seminole Woods Neighborhood (Multi-Use Pathway)

- Complete 1.2 mile segment from Citation Blvd. to Selma Trail
- Expenditure – $318,711
- Available $562,500 (end of FFY 2017)

Annual Report – CDBG Accomplishments

Housing Rehabilitation Program including Administration

- 4 homes completed, 1 pending completion
- Expenditure - $130,688 (end of FFY 2016)
- Available - $538,000 – (Nov. workshop for next round with 30 attendees)

Annual Report – CDBG Accomplishments

Public Service – Youth Activities (Summer Camp and Swim Lessons)

- 37 students
- $20,000

Annual Report – CDBG Accomplishments

Public Service – Flagler County Free Clinic – Completion of Activities from (FY16/17)

- 222 patients (159 in FFY 2017) and dental supplies
- $25,000

Annual Report – CDBG Accomplishments

Administrative & Fair Housing Activities

- Annual Housing Fair – Partnership with Flagler County Board of Realtors & Mid-Florida Housing, Flagler County

- Periodic monitoring of subrecipient

Questions?

LAND DONATION

GREEN HILL REAL ESTATE LLC