



# City of Palm Coast

## Agenda

### CITY COUNCIL WORKSHOP

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

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

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**Tuesday, July 31, 2018**

**9:00 AM**

**CITY HALL**

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#### **City Staff**

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

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

#### **CALL TO ORDER**

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

#### **ROLL CALL**

#### **PUBLIC PARTICIPATION**

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

further or ask additional questions, individual Council Members and staff will be available after the meeting to discuss the matter and answer questions.

## **PRESENTATIONS**

- 1 PRESENTATION UTILITY RATE STUDY AND BUDGET REVIEW**
- 2 RESOLUTION 2018-XX APPROVING THE PURCHASE OF AN ADVANCED METERING INFRASTRUCTURE SYSTEM FROM SENSUS USA, INC.**
- 3 RESOLUTION 2018-XX APPROVING A CONTRACT WITH HALIFAX PAVING, INC AND A WORK ORDER WITH SAI FOR THE CONSTRUCTION AND CONSTRUCTION ENGINEERING & INSPECTION SERVICES OF SEMINOLE WOODS/SR 100 TURN LANE PROJECT.**
- 4 RESOLUTION 2018-XX APPROVING A WORK ORDER WITH CPH, INC. FOR DESIGN SERVICES FOR IMPROVEMENTS TO CITATION BOULEVARD**
- 5 RESOLUTION 2018-XX APPROVING A WORK ORDER WITH ENGLAND-THIMS & MILLER INC., FOR DESIGN SERVICES RELATED TO THE WHITEVIEW PARKWAY IMPROVEMENT PROJECT**

## **WRITTEN ITEMS**

- 6 RESOLUTION 2018-XX APPROVING A FDOT LAP SUPPLEMENTAL AGREEMENT FOR LAKEVIEW BOULEVARD MULTI-USE PATH PROJECT**
- 7 RESOLUTION 2018-XX APPROVING AN EASEMENT WITH PALM COAST ELKS LODGE #2709, INC. FOR THE OLD KINGS ROAD NORTH WIDENING PROJECT**
- 8 RESOLUTION 2018-XX APPROVING A CONTRACT WITH S.E. CLINE CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE CONCENTRATE MAIN CONVERSION PROJECT**
- 9 RESOLUTION 2018-XX GRANTING A TEMPORARY RIGHT-OF-WAY AGREEMENT TO FPL AS REQUIRED FOR THE SOUTHERN WELLFIELD EQUIP 3 WELLS & RAW WATER MAIN, PHASE 3 PROJECT**
- 10 RESOLUTION 2018-XX APPROVING A REAL ESTATE EXCHANGE AGREEMENT WITH PALM WAGAS IV, LLC FOR RIGHT-OF-WAY ALONG BULLDOG DRIVE**
- 11 RESOLUTION 2018-XX APPROVING A BULLDOG DRIVE RIGHT-OF-WAY MAINTENANCE MAP AND A REVISED RIGHT-OF-WAY MAP FOR BULLDOG DRIVE**
- 12 ORDINANCE 2018-XX AMENDING CHAPTER 42 STREETS, ROADS, BRIDGES AND OTHER PUBLIC PLACES RELATING TO UTILITY LINES IN PUBLIC RIGHTS-OF-WAY**

**13 RESOLUTION 2018-XX APPROVING A MODIFICATION TO AN AGREEMENT BETWEEN THE CITY OF PALM COAST AND FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR THE PURCHASE AND INSTALLATION OF A GENERATOR AT CITY HALL**

**14 RESOLUTION 2018-XX APPROVING 2019 LEGISLATIVE PRIORITIES**

**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**

**ATTACHMENTS TO MINUTES**

**15 AGENDA CALENDAR AND WORKSHEET**

# City of Palm Coast, Florida Agenda Item

Agenda Date : 07/31/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	3898	<b>Account</b>
		<b>#</b>
<b>Subject</b>	PRESENTATION UTILITY RATE STUDY AND BUDGET REVIEW	
<b>Background :</b>	Staff will present Council with the results of the utility rate study and will present on the utility budget.	
<b>Recommended Action :</b>	Presentation only.	

# City of Palm Coast, Florida Agenda Item

Agenda Date: 07/31/ 2018

<b>Department</b>	UTILITY	<b>Amount</b>	\$236,400.00
<b>Item Key</b>	3890	<b>Account</b>	# 54029090 63000 84005
<b>Subject</b> RESOLUTION 2018-XX APPROVING THE PURCHASE OF AN ADVANCED METERING INFRASTRUCTURE SYSTEM FROM SENSUS USA, INC.			
<b>Background :</b>			
<p>The Utility Department plans to migrate from a drive-by radio read system for reading water meters to a fixed base radio read system. The City currently has 27,416 meters that are being read via the drive-by system and the utility is adding meter transmitters at a rate of approximately 3,300 per year. The fixed base radio reading system will allow the meters to be read from the office giving Customer Service and Finance the ability to obtain meter readings as necessary without rolling a vehicle.</p> <p>City staff advertised and solicited a request for proposals for the purchase of an Advanced Metering Infrastructure (AMI) system and associated metering supplies in accordance with the City's purchasing policy. City staff evaluated the submittals and recommends a contract with the top-ranked proposer, Sensus USA Inc. The Sensus Flex Net radio meter reading system is a point to multi point network which is a licensed system with direct meter to receiver architecture providing a single tier, flat communications structure. The Flex Net system does not require frequency sharing and reduces signal to noise ratio and interference.</p> <p>Working with the IT Department, the Utility proposes to utilize the City's FiberNet system to transmit the data from the field to City servers. When called for, data will be transmitted from the individual meters to radio towers and then by City FiberNet to City computer servers. The system will provide hourly and daily reporting options, meter-tampering reports, leak detection and maintains a three-year consumption history. The proposal also includes a portal to allow customers to directly access data related to their water consumption as well. In addition, these proposed improvements will be incorporated into the FiberNet master plan currently being prepared by Magellan Advisors.</p> <p>The system will be installed in multi-year deployment as the utility system grows. The Sensus Flex Net Advanced Metering Infrastructure system proposal includes meters, transmitters, communication equipment, project management and RF (Radio Frequency) engineering services. This is a multi-year contract. All items will be purchased on an-as needed basis. The total cost estimate for the first year will be \$236,400.00. The notice of intent to award, project bid overview, and price proposal sheet are attached.</p>			
<b>SOURCE OF FUNDS WORKSHEET FY 2018</b>			
<b>IMPROVEMENTS-DISTRIBUTION SYSTEM (54029090-63000-84005)</b>			<b>\$ 905,000.00</b>
Total Expended/Encumbered to Date			\$ 601,943.32
Pending Work Orders/Contracts			\$
Current Work Order			<u>\$ 236,400.00</u>
<b>Balance</b>			<b><u>\$ 66,656.68</u></b>

Staff recommends City Council authorize the City Manager and the City Attorney to negotiate the final terms and conditions of the purchase of the Flex Net Advanced Metering Infrastructure System from Sensus USA, Inc.

**Recommended Action :**

Adopt Resolution 2018-XX approving the purchase of an advanced metering infrastructure system from Sensus USA, Inc.

**RESOLUTION 2018-\_\_\_\_**  
**FLEX NET ADVANCED METERING INFRASTRUCTURE**  
**SENSUS USA INC.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE PURCHASE OF FLEX NET ADVANCED METERING INFRASTRUCTURE FROM SENSUS USA, INC.; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO NEGOTIATE THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Sensus USA, Inc. has expressed a desire to provide Flex Net Advanced Metering Infrastructure to the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to purchase Flex Net Advanced Metering Infrastructure from Sensus USA, Inc.

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

**SECTION 1. APPROVAL OF PURCHASE.** The City Council of the City of Palm Coast hereby approves the purchase of the Flex Net Advanced Metering Infrastructure, from Sensus USA, Inc.

**SECTION 2. AUTHORIZATION TO NEGOTIATE AGREEMENT.** The City Manager, or designee, and the City Attorney are hereby to negotiate the terms and conditions of the Agreement with Sensus USA, Inc.

**SECTION 3. AUTHORIZATION TO EXECUTE.** The City Manager, or designee is hereby authorized to execute the final negotiated agreement with Sensus USA, Inc.

**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 7<sup>th</sup> day of August 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Approved as to form and legality

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

**PRICE PROPOSAL SHEET**

The following price is submitted as the all-inclusive price to provide the Water Utilities Department with Advanced Metering Infrastructure in accordance with the Requirements/Scope of Work/Services set forth in this RFP document.

The price shall include all meters, AMI components, communications equipment, web based portal, training, communication fees and services required to install and/or interface components to provide a complete system that fulfills the requirements of the Scope of Work/Services.

The price shall include annual maintenance and which shall start 12 months after system acceptance. Maintenance shall be invoiced monthly.

Are you proposing an Alternative AMI System? Y \_\_\_\_\_ N X\_\_\_\_\_

<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
<b>Water Meter &amp; AMI Modules –</b>			
Meters and AMI Modules would be on an as needed basis. The estimate would be 2,000 meters and 3,500 AMI Modules for each fiscal year until the system is built out. This year's meters and AMI modules have already been purchased. Then each subsequent year will be on an as needed basis.			
		iPERL & OMNI	
5/8" x 3/4" Water Meter		\$97.90	\$0.00
1" Potable Water Meter		\$143.76	\$0.00
1" No Drink (Reclaim) Water Meter		\$146.06	\$0.00
1½" Potable Water Meter .25 GPM Low Flow		\$1,120.45	\$0.00
1½" No Drink (Reclaim) Water Meter		\$624.23	\$0.00
2 Potable Water Meter .25 GPM Low Flow		\$1,255.01	\$0.00
2" No Drink (Reclaim) Water Meter		\$734.28	\$0.00
3" Potable Water Meter .5 GPM Low Flow		\$1,586.67	\$0.00
3" No Drink (Reclaim) Water Meter		\$933.11	\$0.00
4" Potable Water Meter Fire Rated .75 GPM Low Flow		\$7,171.37	\$0.00
6" Potable Water Meter Fire Rated 1.5 GPM Low Flow		\$7,603.67	\$0.00
8" Potable Water Meter Fire Rated 2.5 GPM Low Flow		\$12,194.05	\$0.00
10" Potable Water Meter Fire Rated 3.5 GPM Low Flow		\$17,442.14	\$0.00
Single Port AMI Modules		\$130.10	\$0.00
Dual Port AMI Modules		\$140.51	\$0.00
Cost of Replacement AMI Modules		n/a	#VALUE!
Cost of Installation for Replacement AMI Module		n/a	#VALUE!
Cost to Program Replacement AMI Module		n/a	#VALUE!

<b>Model</b>	<b>ally</b>	<b>accuSTREAM</b>	<b>SRII</b>
iPERL	\$375	\$ 86.07	\$ 157.23
iPERL	\$	\$ 145.32	\$ 207.01
OMNI C2			
OMNI T2			
OMNI C2			
OMNI T2			
OMNI C2			
OMNI T2			
OMNI F2			

<b>Communications Equipment</b> (Include a complete listing of individual components including transmission/receiver towers.)			
	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
M400B2 (Hardware)	5	\$30,000.00	\$150,000.00
M400B2 (Installation)	5	\$12,500.00	\$62,500.00
Installation of 100' pole	1	\$30,000.00	\$30,000.00
Extended Warranty (yearly annual charge, starting year 2)	5	\$1,609.38	\$8,046.90
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
<b>Web Based Customer Portal</b>		\$6,250.00	\$6,250.00
<b>Training</b>		\$0.00	\$0.00
<b>Field Staff Training</b>		\$0.00	\$0.00
<b>Office/Billing Staff Training</b>		\$6,875.00	\$6,875.00
<b>Annual Communication</b>		\$0.00	\$0.00
(FCC License) If proposed	1	\$1.00	\$1.00
<b>Annual Maintenance</b>	1	\$0.00	\$0.00
<b>Maintenance, Year 1</b>	1	\$44,475.00	\$44,475.00
(Beginning at successful completion of acceptance testing.)			
<b>Maintenance, Year 2</b>	1	\$61,833.00	\$61,833.00
<b>Maintenance, Year 3</b>	1	\$82,206.00	\$82,206.00
<b>Maintenance, Year 4</b>	1	\$102,359.00	\$102,359.00
<b>Maintenance, Year 5</b>	1	\$112,658.00	\$112,658.00
<b>Maintenance, Year 6</b>	1	\$112,658.00	\$112,658.00
<b>Maintenance, Year 7</b>	1	\$112,658.00	\$112,658.00
<b>Maintenance, Year 8</b>	1	\$112,658.00	\$112,658.00
<b>Maintenance, Year 9</b>	1	\$112,658.00	\$112,658.00
<b>Maintenance, Year 10</b>	1	\$112,658.00	\$112,658.00
<b>Host Server Hardware &amp; Software</b> Provide a breakout of the pricing structure to include increments relating to number of active accounts/meters.		\$0.00	\$0.00
<b>Project Management and Engineering Services</b>			\$85,000.00

Up to 20k endpoints

Up to 30k endpoints  
Up to 40k endpoints  
Up to 50k endpoints  
Up to 55k endpoints

All included in Maintenance Fees

<b>TOTAL PROPOSED PRICE</b>			\$1,315,493.90
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The Proposer certifies by signature below the following:

- a. This price is current, accurate complete, and is presented as the Total Price, including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.
  
- b. This Proposal is current, accurate, complete, and is presented to the City for the performance of this Contract in accordance with all the requirements as stated in this RFP.
  
- c. This Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
  
- d. The financial stability to fully perform the terms and conditions as specified herein. The City reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the City.

**IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.**

NAME (PRINT):	<u>Tim Harriger</u>
TITLE:	<u>Vice President, Sales - North American Water</u>
COMPANY:	<u>Sensus USA Inc.</u>
ADDRESS:	<u>8601 Six Fork Rd, Suite 700</u>
CITY/STATE/ZIP:	<u>Raleigh, NC 27615</u>
TELEPHONE NO.	<u>919-845-4000</u>
EMAIL ADDRESS:	<u><a href="mailto:tim.harriger@xyleminc.com">tim.harriger@xyleminc.com</a></u>
SIGNATURE:	<u></u>



# 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:** Advanced Metering Infrastructure (AMI) - RFP-UT-18-17

**Date:** 7/16/2018

**Appeal Deadline:** Appeals must be filed by 5:00 PM on 7/18/2018

Firm	Ranking Order
<b>Sensus Metering</b> Raleigh, NC	1
<b>Empire Pipe Orlando</b> Sanford, FL	2
<b>Fortiline Waterworks</b> Jacksonville, FL	3
<b>Service Electric Company</b> Leesburg, FL	No Bid

The intent of the City of Palm Coast is to award RFP-UT-18-17 to Sensus Metering.

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

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

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





# RFP-UT-18-47 - Advanced Metering Infrastructure (AMI)

## Project Overview

Project Details	
Reference ID	RFP-UT-18-47
Project Name	Advanced Metering Infrastructure (AMI)
Project Owner	Kelly Downey
Project Type	RFP
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Request for Proposals is issued for the purpose of soliciting proposals from qualified Contractors to provide a fixed base Advanced Metering Infrastructure (AMI) system for the City's Utility Department. The City desires to improve the efficiency of collecting monthly water utility meter data, for performing subsequent billing, and for enhancing the interface with its customers.
Open Date	May 30, 2018 8:00 AM EDT
Close Date	Jul 05, 2018 2:00 PM EDT

Awarded Suppliers	Reason	Score
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<b>Sensus</b>	Highest Ranked Proposal	<b>92 pts</b>
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## Seal status

Requested Information	Unsealed on	Unsealed by
Proposal	Jul 05, 2018 2:02 PM EDT	Kelly Downey
Forms 1, 2,3, 4, Price Proposal	Jul 05, 2018 2:02 PM EDT	Kelly Downey
Satisfaction of Requirements	Jul 05, 2018 2:02 PM EDT	Kelly Downey

## Conflict of Interest

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

Name	Date Signed	Has a Conflict of Interest?
steve flanagan	Jul 11, 2018 2:26 PM EDT	No



Kelly Downey	Jul 05, 2018 2:03 PM EDT	No
Alex Blake	Jul 09, 2018 8:21 AM EDT	No
Randy Zaleski	Jul 05, 2018 2:22 PM EDT	No
Stefanie Plummer	Jul 10, 2018 10:23 AM EDT	No
james harding	Jul 06, 2018 7:46 AM EDT	No



## Project Criteria

Criteria	Points	Description
Proposal	Pass/Fail	RFP Proposal
Forms	Pass/Fail	Forms
Satisfaction of Requirements	Pass/Fail	Satisfaction of Requirements
Project Understanding	20 pts	Project Understanding
Experience with Similar Projects	20 pts	Experience with Similar Projects
Pricing	20 pts	Pricing
Project Innovation	10 pts	Project Innovation
Project Team & Schedule	20 pts	Project Team & Schedule
Proposal	10 pts	Proposal



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

## Active Submissions

	Total	Proposal	Forms	Satisfaction of Requirements	Project Understanding
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	/ 20 pts
Sensus	92 pts	Pass	Pass	Pass	19.6 pts
Empire Pipe Orlando LLC	72 pts	Pass	Pass	Pass	15.2 pts
Fortiline	68.2 pts	Pass	Pass	Pass	16.4 pts
SERVICE ELECTRIC COMPANY	0 pts	Fail	Fail	Fail	0 pts



	<b>Experience with Similar Projects</b>	<b>Pricing</b>	<b>Project Innovation</b>	<b>Project Team &amp; Schedule</b>	<b>Proposal</b>
<b>Supplier</b>	<b>/ 20 pts</b>	<b>/ 20 pts</b>	<b>/ 10 pts</b>	<b>/ 20 pts</b>	<b>/ 10 pts</b>
Sensus	18.8 pts	19.2 pts	8.4 pts	17.4 pts	8.6 pts
Empire Pipe Orlando LLC	14.6 pts	13.4 pts	7.2 pts	14.2 pts	7.4 pts
Fortiline	16.2 pts	9.2 pts	6.2 pts	14.6 pts	5.6 pts
SERVICE ELECTRIC COMPANY	0 pts	0 pts	0 pts	0 pts	0 pts

# City of Palm Coast, Florida Agenda Item

Agenda Date: 7/31/2018

<b>Department</b>	Community Development	<b>Amount</b>	\$319,270.87
<b>Item Key</b>	3903	<b>Account</b>	#21097011-063000-54605
<b>Subject</b>	RESOLUTION 2018-XX APPROVING A CONTRACT WITH HALIFAX PAVING, INC. AND A WORK ORDER WITH SAI FOR THE CONSTRUCTION AND CONSTRUCTION ENGINEERING & INSPECTION SERVICES OF SEMINOLE WOODS/SR 100 TURN LANE PROJECT.		
<p><b>Background:</b> On March 6, 2018, City Council approved the Florida Department of Transportation (FDOT) Local Agency Program (LAP) agreement for the construction of a dedicated 12-foot wide left turn lane on northbound Seminole Woods Pkwy at the intersection with SR 100, including signals, signing and pavement markings improvements.</p> <p>Staff advertised and solicited bids for the construction of Seminole Woods/SR 100 turn lane in accordance with City's Purchasing Policy and FDOT requirements. Three (3) bids were received, out of which two were deemed pre-qualified, responsive and responsible. The low bidder was Halifax Paving Inc., with the bid of \$254,735.55. FDOT will fund \$187,384.94 through a previously approved LAP agreement. City submitted a request for additional funding to the River to Sea Transportation Planning Organization (TPO) to help cover the deficit, which will be considered during their August meeting. The notice of intent to award and project bid overview is attached.</p> <p>Staff recommends that City Council approve a contract with Halifax Paving, Inc. in the amount of \$254,735.55, plus a 10% contingency (\$26,000) for unforeseen construction issues.</p> <p>Staff also advertised and requested statements of qualifications for the Construction Engineering Inspection services (CEI) for the Seminole Woods/SR 100 improvements in accordance with City's Purchasing Policy. Four responses were received that were deemed responsive and responsible. City selected SAI Consulting Engineers Inc. as the top qualified firm and negotiated the scope and fee according to FDOT's mandated level of service. The notice of intent to award and project bid overview is attached.</p> <p>City staff recommends that City Council approve a work order with SAI Consulting Engineers Inc. in the amount not to exceed \$38,535.32 for the Seminole Woods/ SR 100 improvement project.</p>			
<b>SOURCE OF FUNDS WORKSHEET</b>			
<b>Transportation Impact Fee/Seminole Woods Turn Lane</b>			
<b>– 21097011-063000-54605</b>			
Total Expenses/Encumbered to date			\$ 705.39
Current Contract/Contingency/WO			<u>\$ 319,270.87</u>
<b>Balance</b>			<b>\$ 1,024.00</b>
<p><b>Recommended Action:</b> Adopt Resolution 2018-XX approving a contract with Halifax Paving, Inc. for construction and a work order with SAI for the construction engineering &amp; inspection services for the Seminole woods/SR 100 turn lane project.</p>			



**RESOLUTION 2018 - \_\_\_\_\_  
SEMINOLE WOODS SR/100 TURN LANE**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A CONTRACT WITH HALIFAX PAVING, INC. AND A WORK ORDER WITH SAI FOR THE CONSTRUCTION AND DESIGN OF SEMINOLE WOODS/SR 100 TURN LANE; 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**, Halifax Paving, Inc. and SAI desire to provide construction and design services for the Seminole Woods/SR 100 turn lane project to the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to contract with Halifax Paving and issue a work order to SAI, for the above referenced services.

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

**SECTION 1. APPROVAL OF CONTRACT AND WORK ORDER.** The City Council of the City of Palm Coast hereby approves the terms and conditions of a contract with Halifax Paving, Inc., and a work order with SAI for the Seminole Woods/SR 100 turn lane project, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 7<sup>th</sup> day of August 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

---

MILISSA HOLLAND, MAYOR

---

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Contract Halifax Paving and a work order with SAI

Approved as to form and legality

---

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

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



DATE: 7 / 16 / 20 18

Project Manager's Initials \_\_\_\_\_

SUPPLIER INFORMATION

BID DETAILS

Name	SAI consulting Engineers	Project Title	Seminole Woods Boulevard Intersection Improvements
Street	1153 Miranda Lane	Bid #	RFSQ-CD-18-29
City, State, Zip	Kissimmee, FL 34741	City Council Approval date	

TOTAL COST: \$ 38,535.32  
(must equal amount of Purchase Order)

1. **INCORPORATION BY REFERENCE** The provisions of the agreement dated July 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 -** \_\_\_ / \_\_\_ / 20\_\_\_

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

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

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

7. **TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work Order and the Agreement.

8. **CONFLICT.** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

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

SUPPLIER APPROVAL

CITY APPROVAL

By: [Signature]

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

Print: KEVIN LETTRICIA

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

Title: VP- CONSTRUCTION

Title: Assistant City Manager or Designee

Date: 7/16/18

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



1350 Penn Avenue  
Suite 300  
Pittsburgh, PA 15222-4211

Tel 412.392.8750  
Fax 412.392.8785

July 16, 2018

City of Palm Coast  
160 Lake Avenue  
Palm Coast, FL 32164

Attention: Ms. Alena Dvornikova, PMP  
Project Manager

**SENT VIA OVERNIGHT MAIL**

**RE: City of Palm Coast  
Bid # RFSQ-CD-18-29  
Work Order No. 2  
CEI Seminole Woods Blvd Intersection Improvements  
Agreement**

Dear Ms. Dvornikova:

Enclosed please find the signed agreement for the above-referenced project. Once the agreement has been fully executed, please return one (1) original copy to our Pittsburgh Corporate Office for our records.

If you have any questions or require additional information, please contact me at 412.392.8763 or via email at [jlombardi@saiengr.com](mailto:jlombardi@saiengr.com).

Very truly yours,

A handwritten signature in blue ink, appearing to read "J. Lombardi", is written over a blue circular stamp.

*JLL*  
James J. Lombardi, PE  
Executive Vice President

JLL:lmk

Enclosure

cc: A. Wander  
B. Schull  
L. Kolich  
Reading File (3)  
Contract File 18018

# SAI CONSULTING ENGINEERS, INC.

## CONSENT IN LIEU OF SPECIAL MEETING OF THE BOARD OF DIRECTORS

**RESOLVED FURTHER**, that the following persons be and they hereby are elected to the offices set opposite their respective names to serve until the next annual meeting of the Board or until successors are duly elected and qualified:

Victor E. Bertolina	Chief Executive Officer
Glenn D. Stickel	President
James J. Lombardi	Executive Vice President/Secretary
Ahmad Ahmadi	Vice President
Richard B. Kauffman	Vice President/Treasurer
John Rautzahn	Vice President/Harrisburg
Kevin Lettrich	Vice President/Assistant Secretary
Leah A. Martin	Assistant Treasurer

**RESOLVED FURTHER**, that the proper officers of the Corporation are hereby authorized empowered and directed to do any further acts and take any further actions, including the execution, delivery and performance of any other documents and agreements, which are necessary, convenient or advisable and, in their judgement, in the best interests of the Corporation, in order to carry out the intent of the foregoing resolutions; and

**RESOLVED FURTHER**, that the Board hereby determines that it is in the best interest of the Corporation to designate James J. Lombardi as trustee of the ESOP, and the designation of James J. Lombardi as trustee of the Corporation's ESOP, is hereby approved;

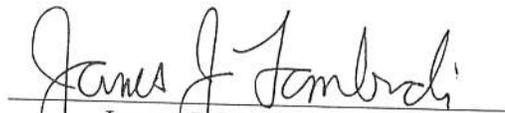
**RESOLVED FURTHER**, that this Consent be filed with the Corporation's Secretary and inserted in the minute book of the Corporation.

**WITNESS** the due execution hereof as of the date set forth above:

June 27, 2018

  
Victor E. Bertolina

June 27, 2018

  
James J. Lombardi

The undersigned, the Secretary of this Corporation, hereby certifies that the within Consent has been duly filed with the undersigned.

  
James J. Lombardi, Secretary



CITY OF PALM COAST SCOPE

SEMINOLE WOODS BOULEVARD INTERSECTION IMPROVEMENTS

This Exhibit establishes the Scope of Services and Compensation for the specific work to be performed by SAI Consulting Engineers Inc. (SAI) for Construction of the Seminole Woods Intersection Improvement. SAI will provide CEI Services for the above referenced project. CEI Services are to be provided to determine construction of these planned improvements is completed in conformance with the contract plans, specifications and related documents. Included herein, is estimated fee for completion of these CEI Services for the total not to exceed fee of \$38,535.32.

SAI’s approach to this project is to provide a part-time inspection and part-time administration staff for the construction period. The project site has been visited and SAI is familiar with the project field conditions, contract plans, and the construction operations required for constructing these planned improvements.

Seminole Woods Boulevard	CEI Startup						CEI Closeout		Man Months	Man Hours
	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18				
Personnel Classification										
Senior Project Engineer/Project Manager	0.015	0.015	0	0	0.015	0.017	0.000	0.062	9.92	
Project Administrator	0.1	0.05	0.05	0.05	0.05	0.1	0.000	0.4	64	
Contract Support Specialist	0.025	0.025	0.025	0.025	0.025	0.01	0.000	0.135	21.6	
Senior Inspector	0.1	0.4	0.35	0.35	0.4	0	0.000	1.6	256	
Asphalt Plant Inspector			0.2			0.1		0.3	48	
Resident Compliance Specialist	0.1	0.05	0.05	0.05	0.05	0.1	0.000	0.4	64	
								0	0	
<b>Totals</b>	<b>0.34</b>	<b>0.54</b>	<b>0.675</b>	<b>0.475</b>	<b>0.54</b>	<b>0.327</b>	<b>0.000</b>	<b>2.897</b>	<b>463.52</b>	

SAI’s staff and subconsultant staff members will serve as an extension of the City of Palm Coast staff and coordinate preconstruction, construction, and project close-out activities

**Scope of Services**

Through the use of SAI staff and subconsultant staff members, SAI will provide part time inspection services commensurate with the staffing plan outlined above.

## ADMINISTRATION, INSPECTION AND TESTING

### Standard Responsibilities of Positions:

**Senior Project Engineer:** Required engineering degree and registered in the State of Florida as a Professional Engineer will be responsible for final acceptance of the project.

**Project Administrator:** Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. The Project Administrator will provide general oversight of the project in accordance with the staffing plan.

**Senior Inspector:** Responsible for performing general oversight of the project on a part time basis. Work is performed under the general supervision of the Project Administrator.

**Contract Support Specialist:** Responsible for assisting the Project Administrator miscellaneous duties and scanning documents into LAPIT.

### Subconsultant Firms:

**Professional Services Industries, Inc. (PSI)** – To perform verification laboratory testing as necessary. Verification testing will only be required to spot check the Contractor's test results as determined by the Project Administrator. Field density testing will be conducted as required by SAI's staff.

**Covalt Group-** To perform Resident Compliance Specialist Services. Resident Compliance Specialist services are based on the FDOT conducting 30% and Final CCCA reviews per the LAP manual. Additional reviews and any request by the FDOT outside the standard RCS's scope (EEO Contract Compliance Manual/FHWA 1273) may result in additional RCS hours.

### Public Information Services:

Public Information Services are not included in the Scope.



# 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

(FDOT concurrence 7/10/18)

**Project:** ITB-CD-CME-18-04 SR 100 at Seminole Woods Blvd Intersections Improvement Project

**Date:** July 10, 2018

**Appeal Deadline:** Appeals must be filed by 5:00 PM on July 13, 2018

Firm	Bid
Halifax Paving, Inc.	\$254,735.55
P&S Paving, Inc.	\$276,305.50
MASCI, Inc.	\$370,684.58
Petticoat-Schmitt Civil Contractors, Inc.	No Bid
S.E. Cline Construction, Inc.	No Bid

The intent of the City of Palm Coast is to award ITB-CD-CME-18-04 to **Halifax Paving, Inc.**

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

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

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







# ITB-CD-CME-18-04 - SR 100 at Seminole Woods Blvd Intersections Improvement Project

## Project Overview

<b>Project Details</b>	
<b>Reference ID</b>	ITB-CD-CME-18-04
<b>Project Name</b>	SR 100 at Seminole Woods Blvd Intersections Improvement Project
<b>Project Owner</b>	Jesse Scott
<b>Project Type</b>	ITB
<b>Department</b>	Procurement
<b>Budget</b>	\$0.00 - \$0.00
<b>Project Description</b>	The contractor shall furnish all labor, materials, equipment, tools, supervision, and any other items required for constructing a Left Turn Lane on the south side of Seminole Woods Blvd. The work consists of NEW Construction including but not limited to site work, filling, grading and construction of concrete landing pads and crosswalks. Only those contractors qualified will be allowed to participate in the Invitation to Bid (ITB-CD-CME-18-04). This is a project to be administered under the Local Agency Program (LAP) rules.
<b>Open Date</b>	Apr 18, 2018 8:00 AM EDT
<b>Close Date</b>	May 16, 2018 2:00 PM EDT



Awarded Suppliers	Reason	Score
Halifax Paving, Inc.		0 pts

## Seal status

Requested Information	Unsealed on	Unsealed by
All Bid Forms (Section 00200), Priceshet, Attachments A-E and Bid Bond if Required	Jun 20, 2018 2:30 PM EDT	Jesse Scott
Addenda Signed and Dated (if issued)	Jun 20, 2018 2:31 PM EDT	Jesse Scott

## Conflict of Interest

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



<b>Name</b>	<b>Date Signed</b>	<b>Has a Conflict of Interest?</b>
Carl Cote	May 22, 2018 1:37 PM EDT	No
Mike Peel	May 21, 2018 10:02 AM EDT	No
Donald Schrage	May 16, 2018 2:43 PM EDT	No
Jesse Scott	May 16, 2018 2:06 PM EDT	No
Alena Dvornikova	May 16, 2018 2:16 PM EDT	No



## Project Criteria

Criteria	Points	Description
Prequalification Forms	Pass/Fail	Forms A-Q, 00100-1 and Addenda completed as requested.
Prequalification Reviews	Pass/Fail	Meets all requirements and deemed responsible and responsive in accordance to all requirements of this bid process.
Bid Forms Verification	Pass/Fail	Completed and submitted as requested
Bid Forms Reviews	Pass/Fail	Meets all requirements and deemed responsible and responsive in accordance to all requirements of this bid process.
Bid Forms Pricing	0 pts	Pricing Review
Bid Forms Pricing	0 pts	Pricing Review - Central Services
Signed and dated Addenda	Pass/Fail	If issued, completed and signed/dated
Addenda	Pass/Fail	If issued, all addenda signed and dated



<b>Total</b>	<b>0 pts</b>	
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# Scoring Summary

## Active Submissions

	Total	Prequalification Forms	Prequalification Reviews	Bid Forms Verification	Bid Forms Reviews
Supplier	/ 0 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Petticoat-Schmitt Civil Contractors, Inc	0 pts	Pass	Pass	Fail	Fail
S.E. Cline Construction, Inc.	0 pts	Pass	Pass	Fail	Fail
P&S Paving Inc.	0 pts	Pass	Pass	Fail	Fail
MASCI	0 pts	Pass	Pass	Pass	Pass
Halifax Paving, Inc.	0 pts	Pass	Pass	Pass	Pass



	Bid Forms Pricing	Bid Forms Pricing	Signed and dated Addenda	Addenda
Supplier	/ 0 pts	/ 0 pts	Pass/Fail	Pass/Fail
Petticoat-Schmitt Civil Contractors, Inc	0 pts (\$999,999.99)	0 pts (\$999,999.99)	Fail	Fail
S.E. Cline Construction, Inc.	0 pts (\$999,999.99)	0 pts (\$999,999.99)	Fail	Fail
P&S Paving Inc.	0 pts (\$276,305.50)	0 pts (\$276,305.50)	Fail	Fail
MASCI	0 pts (\$370,684.58)	0 pts (\$370,684.58)	Pass	Pass
Halifax Paving, Inc.	0 pts (\$254,735.55)	0 pts (\$254,735.55)	Pass	Pass

## Eliminated Submissions



	<b>Prequalification Forms</b>	<b>Prequalification Reviews</b>	<b>Bid Forms Verification</b>	<b>Bid Forms Reviews</b>	<b>Bid Forms Pricing</b>
<b>Supplier</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>/ 0 pts</b>
GPS Civil Construction, Inc	Pass	Fail	-	-	-

	<b>Bid Forms Pricing</b>	<b>Signed and dated Addenda</b>	<b>Addenda</b>
<b>Supplier</b>	<b>/ 0 pts</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>
GPS Civil Construction, Inc	-	-	-



## Reason

Supplier	Disqualified by	Reason
GPS Civil Construction, Inc	Jesse Scott	Did not prequalify by evaluation team.



# 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:** RFSQ-CD-18-29 Lakeview Boulevard Path & Seminole Woods Intersection Improvements

**Date:** April 4, 2017

**Appeal Deadline:** Appeals must be Filed by 5:00 PM on April 6, 2017

Firm	Ranking Order
<b>SAI Consulting Engineers Inc.</b>	1
<b>Infrastructure Engineers</b>	2
<b>Keville Enterprises Inc.</b>	3
<b>GAI Consultants</b>	4
<b>P &amp; S Paving Inc.</b>	Non Responsive
<b>Service Electric Company</b>	Non Responsive

The intent of the City of Palm Coast is to award RFSQ-CD-18-29 to SAI Consulting Engineers Inc.

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

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

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





# Request for Statement of Qualifications RFSQ-CD-18-29 - Lakeview Boulevard Path & Seminole Woods Intersection Improvements

## Project Overview

<b>Project Details</b>	
<b>Reference ID</b>	Request for Statement of Qualifications RFSQ-CD-18-29
<b>Project Name</b>	Lakeview Boulevard Path & Seminole Woods Intersection Improvements
<b>Project Owner</b>	Kelly Downey
<b>Project Type</b>	RFPQ
<b>Department</b>	Procurement
<b>Budget</b>	\$0.00 - \$0.00
<b>Project Description</b>	The purpose of this Request for Statement of Qualifications (RFSQ) is for The City of Palm Coast to receive responses from qualified firms for Construction Engineering & Inspection Services (CEI) for the Lakeview boulevard multi-use path construction project and the SR 100 at Seminole Woods intersection improvements.
<b>Open Date</b>	Feb 21, 2018 8:00 AM EST
<b>Close Date</b>	Mar 22, 2018 2:00 PM EDT

Awarded Suppliers	Reason	Score
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<b>SAI Consulting Engineers Inc.</b>		<b>86.25 pts</b>
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## Seal status

Requested Information	Unsealed on	Unsealed by
Required Forms (A, B, 1-10)	Mar 22, 2018 3:00 PM EDT	Kelly Downey
RSQ Response	Mar 22, 2018 3:00 PM EDT	Kelly Downey

## Conflict of Interest

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

Name	Date Signed	Has a Conflict of Interest?
Kelly Downey	Mar 22, 2018 3:01 PM EDT	No
Carl Cote	Mar 28, 2018 3:05 PM EDT	No



Sean Castello	Mar 26, 2018 4:44 PM EDT	No
Donald Schragar	Mar 27, 2018 9:09 AM EDT	No
Rose Conceicao	Mar 29, 2018 4:38 PM EDT	No
Alena Dvornikova	Mar 23, 2018 8:09 AM EDT	No



## Project Criteria

Criteria	Points	Description
Required Forms	Pass/Fail	All required forms have been submitted
Table of Contents	Pass/Fail	Review forms
Project Team	25 pts	Project Team
Experience with Similar Projects	25 pts	Experience with Similar Projects
Project Understanding	30 pts	Understanding of the scope of the project up to 10 points. • Identification of unique project issues up to 10 points. • Management and Quality Assurance up to 10 points.
Schedule & Availability	10 pts	Schedule & Availability
Quality/Completeness & References	10 pts	Quality/Completeness & References
<b>Total</b>	<b>100 pts</b>	



# Scoring Summary

## Active Submissions

	Total	Required Forms	Table of Contents	Project Team	Experience with Similar Projects
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	/ 25 pts	/ 25 pts
SAI Consulting Engineers Inc.	86.25 pts	Pass	Pass	21.75 pts	23.5 pts
Infrastructure Engineers	83.75 pts	Pass	Pass	19.5 pts	21.75 pts
Keville Enterprises Inc	68.75 pts	Pass	Pass	15.5 pts	14.25 pts
GAI Consultants	66.75 pts	Pass	Pass	16.5 pts	15.5 pts
P&S Paving Inc.	0 pts	Pass	Fail	0 pts	0 pts



	<b>Total</b>	<b>Required Forms</b>	<b>Table of Contents</b>	<b>Project Team</b>	<b>Experience with Similar Projects</b>
<b>Supplier</b>	<b>/ 100 pts</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>/ 25 pts</b>	<b>/ 25 pts</b>
SERVICE ELECTRIC COMPANY	0 pts	Fail	Fail	0 pts	0 pts

	<b>Project Understanding</b>	<b>Schedule &amp; Availability</b>	<b>Quality/Completeness &amp; References</b>
<b>Supplier</b>	<b>/ 30 pts</b>	<b>/ 10 pts</b>	<b>/ 10 pts</b>
SAI Consulting Engineers Inc.	27 pts	6.25 pts	7.75 pts
Infrastructure Engineers	27 pts	7.75 pts	7.75 pts
Keville Enterprises Inc	23.25 pts	8.25 pts	7.5 pts
GAI Consultants	18.75 pts	8.5 pts	7.5 pts



	<b>Project Understanding</b>	<b>Schedule &amp; Availability</b>	<b>Quality/Completeness &amp; References</b>
<b>Supplier</b>	<b>/ 30 pts</b>	<b>/ 10 pts</b>	<b>/ 10 pts</b>
P&S Paving Inc.	0 pts	0 pts	0 pts
SERVICE ELECTRIC COMPANY	0 pts	0 pts	0 pts

# City of Palm Coast, Florida Agenda Item

Agenda Date: 7/31/2018

<b>Department</b>	Community Development	<b>Amount</b>	\$236,059.00
<b>Item Key</b>	3905	<b>Account</b>	#21055011-063000-54608
<b>Subject</b> RESOLUTION 2018-XX APPROVING A WORK ORDER WITH CPH, INC. FOR DESIGN SERVICES FOR IMPROVEMENTS TO CITATION BOULEVARD			
<p><b>Background</b> : The current intersection of Citation Boulevard &amp; Sesame Boulevard is not deemed safe due to deteriorating bridge conditions and a confusing layout. According to the recent inspection, it was noted that: "Existing bridge has heavy to severe corrosion with areas up to 100% section loss". The proposed design will address the issue of the deteriorating conditions and improve safety, by eliminating the stop sign at the existing intersection and converting Citation Pkwy into the extension of Sesame Boulevard to the intersection with Seminole Woods Pkwy.</p> <p>In accordance with City's Purchasing Policy, staff advertised and solicited qualifications for the design and construction plans for the improvements along Citation Pkwy. and a portion of Seminole Woods Boulevard. Three submissions were received with staff selecting CPH, Inc. and negotiating a scope and fee in the base amount of \$195,743.00. The notice of intent to award and project bid overview is attached.</p> <p>Proposed design will include intersection improvements at Citation Parkway and Seminole Woods Boulevard including the addition of left and right turn lanes, intersection improvements at Citation Parkway and Universal Trail, including the addition of a left turn lane, and multi-use path/passive linear park along the south side of Sesame Boulevard.</p> <p>The proposal also includes optional services, such as environmental services and bid phase services, in the amount not to exceed \$40,316.00. Optional services will be performed on an as needed basis which will derive from survey and site analysis information.</p> <p>City staff recommends that City Council approve a work order with CPH, Inc. with the base amount of \$195,743.00 and optional services, in the amount not to exceed \$40,316.00. Funding for this project is budgeted in the Street Improvement Fund for FY 2018 (\$175,000) and included in the proposed FY 2019 (\$61,059) budget, since this project will span two fiscal years.</p>			
<b>SOURCE OF FUNDS WORKSHEET FY 2018/2019</b>			
<b>Street Improvement Fund (21055011-063000-54608)</b>		<b>\$ 236,059.00</b>	
Total Expended/Encumbered to Date		\$ 0.00	
Pending Work Orders/Contracts		\$ 0.00	
Current Work Order		<u>\$ 236,059.00</u>	
<b>Balance</b>		<b>\$ 0.00</b>	
<b>Recommended Action :</b>			
Adopt Resolution 2018-XX approving a work order with CPH, Inc. for design services for improvements for the Citation Boulevard project.			

**RESOLUTION 2018 - \_\_\_\_\_**  
**CITATION BOULEVARD IMPROVEMENTS PROJECT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A WORK ORDER WITH CPH, INC., FOR DESIGN SERVICES FOR THE CITATION BOULEVARD IMPROVEMENTS PROJECT; 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, CPH Inc., desires to provide design services for the Citation Boulevard improvements project for the City of Palm Coast; and

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

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

**SECTION 1. APPROVAL OF WORK ORDER.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the work order with CPH, Inc., 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 necessary documents 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 7<sup>th</sup> day of August 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit "A" – Work Order with CPH, Inc.

Approved as to form and legality

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

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



DATE: 07 / 22 / 2018

Project Manager's Initials \_\_\_\_\_

SUPPLIER INFORMATION

BID DETAILS

Name	CPH	Project Title	Citation Parkway Improvements
Street	500 West Fulton Street	Bid #	LOI-CD-18-31
City, State, Zip	Sanford, Fl 32271	City Council Approval date	

TOTAL COST: \$ 236,059.00  
(must equal amount of Purchase Order)

1. **INCORPORATION BY REFERENCE** The provisions of the agreement dated 07 / 22 / 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 - \_\_\_ / \_\_\_ / 20\_\_\_

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

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

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

7. **TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work Order and the Agreement.

8. **CONFLICT.** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

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

SUPPLIER APPROVAL

CITY APPROVAL

By:   
Print: Kurt R. Luman, Jr., P.E.  
Title: Vice President/Associate  
Date: 7/24/18

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



# City of PALM COAST

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

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

## NOTICE OF INTENT TO AWARD

**Project:** LOI-CD-18-31 Professional Services for Citation Parkway Improvements

**Date:** May 9, 2018

**Appeal Deadline:** Appeals must be Filed by 5:00 PM on May 14, 2018

Firm	Score
<b>CPH, Inc.</b> Palm Coast, FL	<b>88.00</b>
<b>DRMP, Inc.</b> Orlando, FL	82.00
<b>Stone Engineering Group</b> Jacksonville, FL	66.67

The intent of the City of Palm Coast is to award LOI-CD-18-31 to CPH, Inc.

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

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

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





# LOI-CD-18-31 - Professional Services for Citation Parkway Improvements

## Project Overview

<b>Project Details</b>	
<b>Reference ID</b>	LOI-CD-18-31
<b>Project Name</b>	Professional Services for Citation Parkway Improvements
<b>Project Owner</b>	Jesse Scott
<b>Project Type</b>	Other
<b>Department</b>	Procurement
<b>Budget</b>	\$0.00 - \$0.00
<b>Project Description</b>	<p>The City of Palm Coast is seeking Letters of Interest (LOI-CD-18-31) from firms selected by the City to provide Engineering Design Services per RFQ-CD-CM-14-08 and RFQ-CD-CM-14-04. Costs for responding to this (LOI) are entirely the obligation of the consultant(s) and shall not be chargeable in any manner to the City of Palm Coast. The City of Palm Coast is seeking professional engineering services for design and construction plans for the Improvements along Citation Pkwy and a portion of Sesame Boulevard. The project area is approximately 0.3 miles long. The current intersection of Citation Boulevard &amp; Sesame Boulevard is not deemed safe due to the confusing layout and deteriorating bridge conditions. The objective is to eliminate the stop sign at the existing intersection and convert Citation Pkwy into the extension of Sesame Boulevard to the intersection with Seminole Woods Pkwy. Responses should be prepared based upon the Continuing Services Agreement and the provided Scope of Services.</p>



<b>Open Date</b>	Mar 21, 2018 8:00 AM EDT
<b>Close Date</b>	Apr 26, 2018 2:00 PM EDT

<b>Awarded Suppliers</b>	<b>Reason</b>	<b>Score</b>
<b>CPH, Inc.</b>		<b>88 pts</b>

### Seal status

<b>Requested Information</b>	<b>Unsealed on</b>	<b>Unsealed by</b>
Letter of Interest response	Apr 26, 2018 2:42 PM EDT	Jesse Scott
Signed and Dated Addenda	Apr 26, 2018 2:42 PM EDT	Jesse Scott

### Conflict of Interest

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



Name	Date Signed	Has a Conflict of Interest?
Carl Cote	Apr 26, 2018 2:46 PM EDT	No
Donald Schragger	May 03, 2018 4:38 PM EDT	No
Jesse Scott	Apr 26, 2018 4:06 PM EDT	No
Alena Dvornikova	Apr 30, 2018 8:24 AM EDT	No



## Project Criteria

Criteria	Points	Description
LOI Response submission	Pass/Fail	Completed as requested
Addenda	Pass/Fail	Signed and Dated
Project Team	30 pts	Credit shall be given for organization of the Proposer's team, including sub-consultants for the staffing of the project, including the key staff's experience (must denote specific roles & responsibilities with past projects) and skills relevant to the proposed assignments and teams that have worked together on previous projects.
Qualifications and Experience with Similar Projects	30 pts	Describe your staff and team's capacity to complete projects in a timely and efficient manner, while providing high quality workmanship and organization. Provide a listing of projects, maximum of five, by a team member who is specifically part of the team proposed in the response. Identify the team member(s) specific role & responsibilities on each project. Provide client references.
Project Understanding	30 pts	Understanding of the scope of the project up to 10 points. Identification of unique project issues up to 10 points. Management and Quality Assurance up to 10



		points
Schedule and Availability	10 pts	Credit shall be given based upon the availability of the proposed staff as well as for a realistic, comprehensive and logical schedule that minimizes contract duration. Proper attention should be provided to the project's critical path elements.
<b>Total</b>	<b>100 pts</b>	



# Scoring Summary

## Active Submissions

	<b>Total</b>	<b>LOI Response submission</b>	<b>Addenda</b>	<b>Project Team</b>	<b>Qualifications and Experience with Similar Projects</b>
<b>Supplier</b>	<b>/ 100 pts</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>/ 30 pts</b>	<b>/ 30 pts</b>
CPH, Inc.	88 pts	Pass	Pass	27.33 pts	26.33 pts
DRMP, Inc.	82 pts	Pass	Pass	23.33 pts	22.33 pts
Stone Engineering Group	66.67 pts	Pass	Pass	19.33 pts	20.67 pts

	<b>Project Understanding</b>	<b>Schedule and Availability</b>
--	------------------------------	----------------------------------



<b>Supplier</b>	<b>/ 30 pts</b>	<b>/ 10 pts</b>
CPH, Inc.	25.67 pts	8.667 pts
DRMP, Inc.	28 pts	8.333 pts
Stone Engineering Group	18.67 pts	8 pts

# City of Palm Coast, Florida

## Agenda Item

Agenda Date : 7/31/2018

<b>Department</b>	Community Development	<b>Amount</b>	\$570,080.00
<b>Item Key</b>	3904	<b>Account</b>	#21097011-063000-54420
<b>Subject</b>	RESOLUTION 2018-XX APPROVING A WORK ORDER WITH ENGLAND-THIMS & MILLER INC., FOR DESIGN SERVICES RELATED TO THE WHITEVIEW PARKWAY IMPROVEMENT PROJECT.		
<b>Background :</b>	<p>One of City Council objectives is to continue to enhance safety improvements at intersections and along roadways. Based on 2017 Crash Analysis completed by River to Sea Transportation Planning Organization, Whiteview Pkwy is deemed 2<sup>nd</sup> highest crash road segment in Volusia &amp; Flagler Counties based on crash severity. Improvements along Whiteview Pkwy corridor will reduce the existing four lane road segment to two lanes, add turn lanes and extend the multi-use path throughout the corridor, which will greatly improve safety for motorists, bikers and pedestrians. The project will also add street lights along the entire corridor.</p> <p>In January 2018, a neighborhood meeting was held. City staff presented the project to City Council at the April 11, 2018 Workshop. In May 2018, staff then presented the project concept to the Beautification and Environmental Advisory Committee. Based on the feedback received and in accordance with the City's Purchasing Policy, City staff released a Letter of Interest (LOI). The City received three (3) submissions in response to the LOI publication. The submissions were reviewed and ranked by City staff, selecting England-Thims &amp; Miller Inc. (ETM) as the top firm for the project. The notice of intent to award and project bid overview are attached.</p> <p>City staff negotiated a scope and base fee of \$498,790.00. City staff have determined that the cost of design services is reasonable, fair and consistent for a project of this magnitude and scope. The cost for this project is included with our Transportation Impact Fee Fund.</p> <p>ETM's proposal also has the following alternatives for Council consideration: Alternate No.1- Subsurface Utility Excavation in the amount not to exceed \$5,000.00 Alternate No 2- Street Lighting in the amount not to exceed \$ 66,290.00 Alternate No 3- Landscape, Hardscape and Irrigation in the amount not to exceed \$47,200.00 (this task will be performed by city staff)</p> <p>Staff recommends England-Thims &amp; Miller for the design services for the Whiteview Parkway Improvement Project.</p>		
<b>Recommended Action :</b>	Adopt Resolution 2018-XX approving a work order with England-Thims & Miller Inc., for design services related to the Whiteview Parkway Improvement Project.		

**RESOLUTION 2018 - \_\_\_\_\_**  
**WHITEVIEW PARKWAY IMPROVEMENT PROJECT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A WORK ORDER IN THE AMOUNT OF \$570,080.00 WITH ENGLAND-THIMS & MILLER INC., FOR DESIGN SERVICES RELATED TO THE WHITEVIEW PARKWAY IMPROVEMENT PROJECT; 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** England-Thims & Miller Inc., desires to provide design services for the Whiteview Parkway improvement project for the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to approve a work order with England-Thims & Miller Inc., for the above referenced services.

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

**SECTION 1. APPROVAL OF WORK ORDER.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the work order with England-Thims & Miller, Inc. for the Whiteview Parkway improvement project, as attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the necessary documents 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 7<sup>th</sup> day of August 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit "A" – Work order with England-Thims & Miller Inc.

Approved as to form and legality

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

WORK ORDER # \_\_\_\_\_

PO #: \_\_\_\_\_



DATE: 7 / 22 /20 18

Project Manager's Initials \_\_\_\_\_

SUPPLIER INFORMATION

BID DETAILS

Name	ETM	Project Title	Whiteview Parkway Improvements
Street	33 Old Kings Road North	Bid #	LOI-CD-18-32
City, State, Zip	Palm Coast, FI 32137	City Council Approval date	

TOTAL COST: \$ 570,080.00  
(must equal amount of Purchase Order)

1. INCORPORATION BY REFERENCE The provisions of the agreement dated 07 / 22 / 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 - \_\_\_ / \_\_\_ /20 \_\_\_

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

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

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

7. TIME IS OF THE ESSENCE: The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work Order and the Agreement.

8. CONFLICT. In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

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

SUPPLIER APPROVAL

CITY APPROVAL

By: Matthew S. Maggiore

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

Print: Matthew S. Maggiore, P.E.

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

Title: Executive Vice President

Title: Assistant City Manager or Designee

Date: 7-23-18

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



www.etm-inc.com

tel 386-447-6195 • fax 904-646-9485

33 Old Kings Road, North • Palm Coast, Florida 32137

July 12, 2018

Ms. Alena Y. Dvornikova  
Project Coordinator  
City of Palm Coast  
160 Lake Avenue  
Palm Coast, FL 32164-3216

**Reference: Whiteview Parkway Improvements Design Services  
ETM No.: 18-053-99**

Dear Ms. Dvornikova,

Pursuant to your request, England-Thims & Miller, Inc. is pleased to provide this revised proposal for professional services related to the proposed Whiteview Parkway Improvements. Our proposed scope and associated fees are described below. For this proposal we have broken the project down into three segments:

**Segment 1 - Whiteview Parkway from US 1 to White Mill Drive**

**Segment 2 - Intersection Improvements at Whipporwill Drive and Ravenwood Drive**

**Segment 3 - Intersection Improvements at Princess Rose Drive**

**Segment 1 - Whiteview Parkway from US 1 to White Mill Drive** - Improvements to this segment will include reducing the existing 4-lane roadway down to 2 lanes to allow for the extension of the multi-use path and drainage improvements. In addition, this section will include improvements to the following intersections:

- Whiteview Pkwy at Wood Ash Ln. - EB Left Turn Lane and EB Merge Lane
- Whiteview Pkwy at Rolling Sands Dr. - Maintain 2 WB Lanes, Add Median Opening, EB Right Turn Lane, WB Left Turn Lane, NB right turn lane (R/W permitting)
- Whiteview Pkwy at Wood Aspen Ln. - Close Median Opening
- Whiteview Pkwy at Woodbury Dr. - WB Right Turn Lane, Close Median Opening, Add Median Opening East of Woodbury Dr. with EB and WB Left Turn Lanes
- Whiteview Pkwy at White Mill Dr. - EB Left Turn Lane, WB Right Turn Lane, SB Right Turn Lane

**Segment 2 - Intersection Improvements at Whipporwill Drive and Ravenwood Drive** - This segment of the project will include improvements to the following intersections:

- Whiteview Pkwy at Whipporwill Dr. - EB Left Turn Lane, WB Right Turn Lane
- Whiteview Pkwy at Ravenwood Dr. - WB Left Turn Lane, EB Right Turn Lane, NB Right Turn Lane

**Segment 3 - Intersection Improvements at Princess Rose Drive** -This segment of the project includes improvements to add an EB Left Turn Lane at the intersection of Whiteview Pkwy and Princess Rose Dr.

The following paragraphs describe the tasks to be completed for each segment, as required. Following the task descriptions, a fee summary for each segment is provided:

#### **Task - Roadway Analysis**

The design shall include but not be limited to horizontal and vertical alignments, lane widths, pavement cross-slopes, sight distance, side slopes and ditches, lane transitions, multi-use path, milling and resurfacing, and intersection details. This task shall also include preparation of the specifications package (FDOT).

#### **Task - Roadway Plans**

ETM shall prepare roadway plans in accordance with City of Palm Coast standards. Plans will include Key Sheet, Typical Section Sheet, General Notes Sheet, Plan/Profile Sheets, Roadway Soil Survey, Cross Sections, and Sediment and Erosion Control Detail Sheets.

#### **Task - Drainage Analysis**

ETM shall provide the engineering analysis and design for the storm drain inlets and pipe associated with the roadway and multiuse path improvements. This task includes the design of one (1) cross drain extension near the intersection with Ravenwood Drive. This task also includes the analysis of flooding of the existing path, just east of White Mill Dr.

#### **Task - Traffic Control Plans**

ETM shall design an effective Traffic Control Plan to move vehicular traffic during all phases of construction. The Traffic Control Plan shall be prepared by an FDOT Certified Designer in accordance with FDOT standards. Typical Sections, Construction Sequence Notes, and Plan Sheets will be produced for each construction phase.

### **Task - Utility Coordination**

ETM shall coordinate the roadway and multi-use path design with affected utility companies to minimize conflicts. Affected utilities may include: American Traffic Solutions, FPL, Level 3, the City of Palm Coast, Charter Communications, TECO Peoples Gas, AT&T Distribution, and Southern Light. Existing as-built utility information obtained from the utility providers will be shown on the plans. Any utility relocation design shall be the responsibility of the affected utility companies.

### **Task - FDOT Coordination and Permitting**

ETM shall provide coordination services with FDOT District personnel and prepare the Driveway / Connection Permit Application. All elements located within the FDOT right-of-way shall be designed to meet FDOT standards. This task includes permit submittals to the FDOT, responding to review comments, and coordination with FDOT personnel.

### **Task - SJRWMD Coordination and Permitting**

ETM shall provide coordination services with SJRWMD to verify the anticipated project exemptions from storm water treatment and attenuation requirements. It is anticipated that the project will utilize three permit exemptions for: Minor Roadway Safety Construction (62-330.051(4)(b)), Extension of Existing Culverts (62-330.051(9)(c)), and Recreational Paths (62-330.051 (10)). This task includes submittals, responding to Requests for Information (RFI), and coordination with District staff.

### **Task - Signing and Pavement Markings**

ETM shall design pavement markings and roadside signage as required for the project improvements. The design and plans shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). This task will include design improvements for the mid-block cross walk at the White Mill Drive intersection. The design and plans shall be in accordance with FDOT standards.

### **Task - Topographic and R/W Surveying**

This task includes locating the existing R/W lines and establishing control lines relative to the existing R/W, with all ground control points referenced to State Plane Coordinates, NAD83/2011. This also includes establishing a baseline along the corridor with references at 1,000 foot intervals and at each PC, PT and Non Curve PI's; benchmarks will be established at 1,000 foot intervals throughout the project corridor. This task also includes survey of the existing topography with the limits of the improvements of the project rights-of-way and 10' outside of the right-of-way. The Consultant shall provide two-dimensional cadd files of the existing topography, as well as a three-dimensional cadd file (triangulated model), referenced to NAVD88 vertical datum suitable to produce roadway cross sections. All above-ground indicators of underground utilities will be located by the Consultant within the areas of proposed construction and shown on the plans.

**Task - Geotechnical Engineering**

This task includes the geotechnical exploration, engineering, and subsequent report detailing the existing soil conditions within the area of the proposed roadway and multi-use path improvements. This task includes performing 6’ deep auger borings within the limits of the proposed improvements. An estimate of the seasonal high water elevation will be provided. Select LBR testing will be performed to determine the suitability of mixing the existing soils into the stabilized subgrade. Please see attached detailed scope of services provided by S&ME.

**FEE SUMMARY  
SEGMENT 1 – U.S.-1 TO WHITE MILL DRIVE**

Roadway Analysis .....	\$81,645
Roadway Plans.....	\$37,160
Drainage Analysis.....	\$13,657
Traffic Control Plans.....	\$34,636
Utility Coordination & Design.....	\$22,874
FDOT Coordination and Permitting .....	\$13,445
SJRWMD Coordination and Permitting .....	\$12,250
Signing and Pavement Markings .....	\$18,800
Topographic and R/W Surveying .....	\$35,000
Geotechnical Engineering.....	\$12,400
<b>Subtotal:</b>	<b>\$281,867</b>

Note: Segment 1 includes the project fees for all SJRWMD and FDOT permitting.

**FEE SUMMARY**  
**SEGMENT 2 – INTERSECTION IMPROVEMENTS AT**  
**WHIPPORWILL DRIVE AND RAVENWOOD DRIVE**

Roadway Analysis .....	\$55,942
Roadway Plans.....	\$25,462
Drainage Analysis .....	\$9,357
Traffic Control Plans.....	\$23,732
Utility Coordination & Design.....	\$15,673
Signing and Pavement Markings .....	\$12,882
Topographic and R/W Surveying .....	\$25,000
Geotechnical Engineering .....	\$5,400
<b>Subtotal:</b>	<b>\$173,448</b>

**FEE SUMMARY**  
**SEGMENT 3 – INTERSECTION IMPROVEMENTS AT**  
**PRINCESS ROSE DRIVE**

Roadway Analysis .....	\$13,608
Roadway Plans.....	\$6,193
Drainage Analysis .....	\$2,276
Traffic Control Plans.....	\$5,773
Utility Coordination & Design.....	\$3,812
Signing and Pavement Markings .....	\$3,133
Topographic and R/W Surveying .....	\$7,680
Geotechnical Engineering .....	\$1,000
<b>Subtotal:</b>	<b>\$43,475</b>

<b>BASE FEE (SEGMENTS 1, 2, AND 3)</b>	<b>\$498,790</b>
----------------------------------------	------------------

**Alternate No. 1 - Subsurface Utility Excavations (Allowance)**

This task includes subsurface utility excavations to obtain horizontal and vertical locations of existing utility lines. Subsurface utility excavation locations will be approved by the City of Palm Coast, and these services will be provided on an as-needed basis.

**Estimated Fee (Allowance) ..... \$5,000**

**Alternate No. 2 - Street Lighting**

ETM shall provide photometrics and pole locations for roadway lighting improvements for Whiteview Parkway between US-1 and Pritchard Drive (3.5 miles), and for the entire length of White Mill Drive. The design and plans shall be in accordance with FPL LED street light standards. This task also includes surveying (outside of the Segment 1, Segment 2 and Segment 3 areas) required for lighting design.

**Lump Sum Fee ..... \$66,290**

**Alternate No. 3 - Landscape, Hardscape and Irrigation**

This task includes the design of a new City Entry Gateway Sign at the NE corner of the Whiteview Parkway / US-1 intersection. The design shall be based on the existing city standard design. Also includes landscape and irrigation design at the new City Entry Gateway Sign. This task also includes landscape plans for the Whiteview Parkway corridor to address impacts to existing landscaping due to proposed improvements, infilling areas where landscaping has failed, as well as new landscape plans between White Mill Drive and US-1. Also includes irrigation design for the median areas of Whiteview Parkway. The design and plans shall be in accordance with City of Palm Coast standards. Please see attached detailed scope of services provided by S&ME.

**Lump Sum Fee ..... \$47,200**

<b>GRAND TOTAL (BASE FEE + ALTERNATES 1, 2, AND 3)</b>	<b>\$617,280</b>
------------------------------------------------------------	------------------

**ITEMS NOT INCLUDED**

The exclusions below are listed primarily to define the scope of this project. Should any of these services be required, we will be pleased to provide you with a quotation to perform them.

- Permit Fees
- Stormwater Facility Design
- Structural Design
- Traffic Signalization
- Wetland Investigation
- Environmental Investigations
- Post Design Services
- Reproduction for Contractor’s Use
- Construction Phase Services

Consultant Name: England, Thims & Miller, Inc.  
 WPI No.:  
 State Project No.:  
 FAP No.:

Name of Job: Whiteview Parkway  
 From: US-1  
 To: Pritchard Dr.  
 Length:  
 Date: 12-Jul-18

Estimator's Name: Matt Maggiore, P.E.

No./ACTIVITY	PRINCIPAL		PROJECT MANAGER		SENIOR ENGINEER		ENGINEER		DESIGNER				MANHOURS BY ACTIVITY	SALARY COST BY ACTIVITY	AVERAGE HOURLY RATE
	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE			
A. Roadways Plans Package															
1. Roadway Analysis	56	\$195.00	281	\$140.00	168	\$155.00	281	\$135.00	336	\$110.00			1122	\$151,195.00	\$134.75
2. Roadway Plans	26	\$195.00	128	\$140.00	77	\$155.00	128	\$135.00	151	\$110.00			510	\$68,815.00	\$134.93
3. Drainage Analysis	9	\$195.00	47	\$140.00	28	\$155.00	47	\$135.00	57	\$110.00			188	\$25,290.00	\$134.52
4. Traffic Control Plans	24	\$195.00	119	\$140.00	71	\$155.00	119	\$135.00	143	\$110.00			476	\$64,140.00	\$134.75
5. Utilities	16	\$195.00	79	\$140.00	47	\$155.00	79	\$135.00	93	\$110.00			314	\$42,360.00	\$134.90
6. Environmental / FDOT Permits	10	\$195.00	48	\$140.00	29	\$155.00	48	\$135.00	55	\$110.00			190	\$25,695.00	\$135.24
B. Signing and Pavement Markings	13	\$195.00	65	\$140.00	39	\$155.00	65	\$135.00	76	\$110.00			258	\$34,815.00	\$134.94
	0	\$195.00	0	\$140.00	0	\$155.00	0	\$135.00	0	\$110.00				\$0.00	\$0.00
<b>TOTAL MANHRS &amp; TOTAL COST</b>	<b>154</b>		<b>767</b>		<b>459</b>		<b>767</b>		<b>911</b>		<b>0</b>		<b>3058</b>	<b>\$412,310.00</b>	<b>\$134.83</b>

TOTAL CONTRACT COST COMPUTATIONS

Total Activity Salary Costs: \$412,310.00

Topographic and R/W Surveying (Lump Sum) \$67,680.00

Subcontract Items:

    Geotechnical Engineering \$18,800.00

    Base Fee: \$498,790.00

Alternates:

    Subsurface Utility Excavations (Allowance) \$5,000.00

    Streetlighting with addtl survey \$66,290.00

    Landscape, Hardscape, Irrigation \$47,200.00

Grand Total: \$617,280.00

















S&ME will provide geotechnical engineering services, which will include a subsurface soil exploration program for the proposed project. The following presents S&ME’s understanding of the site and the planned development, a proposed scope of geotechnical services, and an anticipated fee and schedule for those services.

## ❖ PROJECT UNDERSTANDING

Based on information provided in the “Request for Letter of Interest for Professional Services for Whiteview Parkway Improvement” dated March 13, 2018, the project will consist of the design and construction of approximately 4,500 feet of new urban trail along the southern side of Whiteview Parkway between U.S. Highway 1 and White Mill Drive. New turn lanes and intersection improvements will also be made. A summary of these intersections and the approximate lengths of new turn lanes and improvements are presented in Table 1.

**Table 1, Summary of Proposed Intersection Improvements**

Intersection Location	Approximate Length (feet)
<b>Segment 1</b>	
<b>Whitemill Drive</b>	
EB Left Turn Lane	245
WB Right Turn Lane	285
SB Right Turn Lane	245
<b>Woodbury Drive</b>	
WB Right Turn Lane	150
Add Median Break	200
<b>Rolling Sands Drive</b>	
Add median break	245
<b>Wood Ash Lane</b>	
EB Left Turn Lane and add merge lane EB on Whiteview Drive	245
<b>Segment 2</b>	
<b>Ravenwood Drive</b>	
WB Left Turn Lane	340
EB Right Turn Lane	340
NB Right Turn Lane	255
<b>Wippoowill Drive</b>	
EB Left Turn Lane	340
WB Right Turn Lane	300
<b>Segment 3</b>	
<b>Princess Rose Drive</b>	
EB Left Turn Lane	255

Some of the existing pavement of the eastbound lanes between U.S. Highway 1 and White Mill Drive, as well as other locations, will be demolished to accommodate construction of the new trail and turn lanes. The project also includes a new Entry Gateway Sign. We understand that existing stormwater runoff from the proposed improvements will be directed to existing roadside swales, and that no new stormwater ponds are proposed. As a result, no explorations or permeability/infiltration testing has been included in our scope. Also, we have assumed that no new traffic signal poles are proposed.

## ❖ PROPOSED SCOPE OF SERVICES

The purposes of this geotechnical field exploration program are to obtain information about the general subsurface conditions at the project site, to evaluate those conditions with respect to the proposed construction, and to provide geotechnical engineering recommendations for site preparation, foundation support, and pavement design. Evaluations will be based on S&ME's experience with local subsurface conditions, as well as local foundation construction practices and site preparation methods. S&ME's work will be directed and supervised by a registered professional engineer specializing in geotechnical engineering.

Soil exploration, laboratory testing, analysis, and reporting of the geotechnical information will be performed in general accordance with the 2018 Florida Department of Transportation (FDOT) Soils and Foundations Handbook.

### Field Exploration

Prior to initiating the field exploration, it will be necessary to obtain a Right of Way (ROW) Use Permit from FDOT. We can perform the field exploration after a ROW Use Permit has been obtained.

The field exploration will consist of drilling auger borings and Standard Penetration Test (SPT) borings, and obtaining bulk soil samples. Examination of recent aerial photographs showed that most of the boring locations would be in grassed areas. The proposed exploration quantities, types, and depths are presented in Table 2.

**Table 2, Summary of Proposed Field Explorations**

Description	Exploration Quantity and Type	Proposed Depth (feet)
New Trail Alignment	22 auger borings	5
Entry Gateway Sign	1 SPT boring	15
Whitemill Drive Intersection	6 auger borings	5
Woodbury Drive Intersection	4 auger borings	5
Rolling Sands Drive Intersection	2 auger borings	5
Wood Ash Lane Intersection	2 auger borings	5
Ravenwood Drive Intersection	8 auger borings	5
Wippoorwill Drive Intersection	6 auger borings	5
Princess Road Drive Intersection	2 auger borings	5

Auger drilling and sampling will be conducted in general accordance with ASTM D1452. The Standard Penetration Test (SPT) with split-spoon soil sampling will be conducted in general accordance with ASTM D1586. Sampling and testing (SPT N-values) will be continuous in the upper ten feet, then at five-foot intervals thereafter. Representative soil samples obtained from the borings will be sealed in clean, airtight containers for transport to our office for further classification and examination. The subsurface water level, if encountered, will be measured in the boreholes during drilling. All drilling, testing, and sampling will be conducted in general accordance with applicable ASTM and FDOT standards.

The boreholes will be backfilled with drill cuttings and native materials. Drill cuttings and excess drilling fluid will be spread on grassed areas near each borehole, unless otherwise directed. Containerization of drill cuttings and fluid is not included in this proposal.

In addition to the borings, bulk soil samples will be obtained from three locations. These samples will be transported to our laboratory for Limerock Bearing Ratio testing.

Temporary traffic control will be needed to facilitate the field exploration program. S&ME will contract directly with subconsultant that specializes in maintenance of traffic to provide temporary traffic control, lane closures and flagging. This work will be done in general accordance with the applicable FDOT Standard Index for this type of roadway and the nature of our work.

### Laboratory Testing

At the completion of field activities, all samples will be transported to S&ME's laboratory where they will be classified visually by a geotechnical engineer in general accordance with the Unified Soil Classification System. The engineer will select representative soil samples for laboratory testing to provide data for soil classification and, if feasible, for correlation to strength and compressibility parameters. All laboratory testing will be conducted in general accordance with ASTM or other widely accepted standards. No laboratory tests will be conducted on recovered pavement core samples. The laboratory program may include, but not be limited to, the following tests.

- ◆ Grain size analysis
- ◆ Atterberg limits
- ◆ Organic content
- ◆ Natural moisture content
- ◆ Soil corrosion series (pH, resistivity, sulfates, and chloride), and
- ◆ Limerock Bearing Ratio

### Engineering and Report Preparation Services

Upon completion of the field exploration, laboratory testing, and evaluation phases of this soil exploration program, we will submit a draft report that describes the encountered subsurface conditions and summarizes our findings and design recommendations. The report will include:

- ◆ A summary of the field and laboratory test procedures, and the results obtained.
- ◆ A summary of site conditions and encountered subsurface conditions.
- ◆ Encountered groundwater levels and an estimate of the seasonal high groundwater level at select boring locations.

- ◆ A general evaluation of site and subsurface conditions with respect to the proposed construction.
- ◆ Recommendations for site earthwork preparation and general guidelines for design and construction. The report will also discuss potential construction problems that may be anticipated at the site, such as difficult excavation, dewatering, undercutting, etc.
- ◆ Recommendations for excavatability, suitability, and limitations of excavated materials for reuse as on-site fill.
- ◆ Recommendations for structural fill, compaction, and undercutting, as required.
- ◆ Recommendations for foundation design of the Entry Gateway sign.

The draft report will be submitted to ETM for review and comment. A final report that addresses ETM's comments will then be submitted. The scope of this exploration is intended to evaluate subsurface soil conditions within the primary influence of the proposed development, and is limited by the selected exploration location and depths. During the course of this soil exploration program, subsurface conditions may be revealed which require further study to develop appropriate engineering solutions.

## ◆ ESTIMATED COSTS

S&ME will provide the above-stated geotechnical services for an anticipated lump sum fee of \$18,800 with the following cost breakdown:

Segment 1	\$12,400.00
Segment 2	\$5,400.00
Segment 3	\$1,000.00

Fees for any additional services, which may be beyond the anticipated scope for this project, will be submitted at such time that those services are required. However, we will not exceed the anticipated budget allowance without prior approval.

## ◆ SCHEDULE

Based on our present schedule, we can initiate the permitting portion of the work within 3 working days after receiving formal authorization to proceed. We anticipate that the ROW permit could take at least 5 days to be processed after submittal. After receipt of the permit, the field work should take four to five days to complete, weather permitting. Laboratory testing and preparation of the draft report would require an additional two to three weeks. The final report, signed and sealed by the Engineer responsible for its preparation, will be submitted one to two weeks after receiving comments from ETM. Preliminary verbal results can normally be provided during the laboratory testing program, in order to expedite the design process.

## ◆ LIMITATIONS

### Utility Clearance

In general accordance with Florida Statute 556.101-111 (Underground Facility Damage Prevention and Safety Act), persons or companies intending to engage in excavation or demolition shall notify the Sunshine State One-Call of Florida, Inc. Call Center (Call Sunshine) of the location, date, and other operation particulars, to allow affected utility companies the opportunity to mark the location of their buried lines prior to excavation. To comply with this statute, S&ME will notify Sunshine State One-Call of

Florida of our proposed operations. Performance of this service will require a lead-time of 3 business days prior to mobilization of exploration equipment to comply with Sunshine State One-Call of Florida operational procedures.

Further, S&ME requests that the Client provides any available drawings depicting onsite utilities. It will be the Client's responsibility to determine the location of buried utility lines on the site which are not owned or maintained by a chartered utility company, and to cooperate with our exploration crew to verify that the selected exploration sites are at least 5 feet away from such buried utility lines. S&ME's exploration staff will coordinate with the Client's representative to clear exploration locations, as necessary.

### Property Access Authorization and Site Disturbance

S&ME assumes the Client will obtain right-of-entry onto the sites owned privately for drilling equipment and personnel, and that the property and the exploration locations are accessible to a truck-mounted drill rig. S&ME has assumed that the borings can be completed during normal business hours during the week and that night/weekend scheduling will not be required. S&ME also has assumed that no site specific safety training, equipment, or permitting is required.

Test locations are along an active roadway and it will be necessary to temporarily barricade these locations to perform the testing. Temporary traffic control, lane closures and flagging will be done in accordance with the applicable FDOT Standard Index for this type of roadway and the nature of our work to provide clear access to test locations. Test locations may be offset from planned locations depending upon access and utility constraints. Moving vehicles/equipment around the site may leave some areas disturbed. Site disturbance, if any, will be the minimum needed to access test boring locations.

Our services will include backfilling the boreholes. Drill cuttings and excess drilling fluid will be spread on the ground around the boring locations. If it is necessary to remove the spoil and drill fluid, an additional fee will be incurred.

### ❖ EXCLUSIONS

S&ME's personnel are experienced in the types of work being performed and will perform services in general accordance with applicable standards of the industry in Florida. Specifically, the following items are excluded from our scope of services:

- ◆ S&ME cannot be held responsible for damage to utility lines or subsequent loss of service if utility locations are not made known to them or are improperly located by others. Furthermore, in the event that the exploration severs or damages such buried lines, at locations reviewed and approved by the Client, the costs for the repair or replacement of such utility lines shall be borne by the Client.
- ◆ S&ME's fee does not include re-landscaping or otherwise restoring the site to its original condition.
- ◆ S&ME is not responsible for any claim which may arise as a result of contamination allegedly caused by the subsurface exploration.
- ◆ S&ME's presented geotechnical fee does not include survey services for the determination of the location and elevation of boring/sample locations.
- ◆ This soil exploration program does not directly address the possible existence of geologic sinkhole conditions at the project site. If conditions are found indicating the potential for geologic sinkhole conditions, S&ME will notify your office with a modification to the exploration, including additional costs and receive your authorization before proceeding.

- ◆ This scope of geotechnical work does not include any environmental assessment or investigation for the presence or absence of hazardous or toxic materials in the soil, groundwater, or surface water within or beyond the site studied. Any statements in the report regarding odors, staining of soils, or other unusual conditions observed are strictly for the information of our Client.
- ◆ No undisturbed samples of clayey (compressible) materials nor consolidation testing to predict settlement and time rate of settlement are proposed. S&ME does not know if compressible materials requiring such testing will be present at this site. If materials assessed to be clay that would settle appreciably in response to the fill and structural loads are encountered, S&ME will contact you for direction on how to proceed.
- ◆ S&ME's fee includes discussion and interpretation of our findings with other members of the team, but does not include meetings concerning construction or changes in design.



May 2, 2018

England-Thims & Miller, Inc

Attention: Matt Maggiore, P.E.

Reference: Palm Coast Whiteveiw Parkway  
Hardscape and Landscape Draft Proposal

Dear Matt:

I am providing you the following the scope and fee in a draft form for adding to your document, when approved by Palm Coast, I'll add it to a formal submittal.

### **30% Schematic Design**

- S&ME will attend one (1) meeting and site visit with the City of Palm Coast Landscape Architect and other City stakeholders to discuss:
  - Project Scope
  - Planting Palate
  - US 1 Gateway Sign Location & Accent Lighting (electrical engineering to be provided by contractor)
  - Trail Rest Area Locations
  - Comparable Planted Areas
- Based upon information received, S&ME will prepare 30% Schematic Design Documents. The documents will address the following items along Whiteview Parkway:

West of White Mill Drive (approximately 1 mile)

- Gateway Sign (based upon Palm Coast previously provided detail)
- Median Planting
- Median Irrigation POC & Mainline
- Whiteview Parkway Roadway Shoulder Landscape (irrigation not included)
- Gateway Sign Accent Lighting (fixture selection & specification only; engineering/permitting by contractor)
- Trail Rest Area Planting and Site Furnishings

East of White Mill Drive (approximately 1.3 miles)

- Median Planting
- Median Irrigation POC & Mainline
- Supplemental Landscape Replacement
  - Areas previously installed
  - Utilizing City provided drawings or notes on aerials

- Landscape design between White Mill Drive and Ravenwood Drive is not included but may be added at additional fee.
- Roadway shoulder sodding (with our without landscape improvements) will be addressed by Civil Engineer
- S&ME will provide the alignment for the trail assist in reviewing Civil Engineer trail alignments
- Landscape design at roadway intersection improvements is not included but may be included at additional fee.
- S&ME will provide a statement of probable construction documents to the Client for landscape and hardscape scope related items.
- S&ME will attend one (1) review meeting with the Client and the City to review landscape comments. Input received will be reflected in the 60% Construction Drawings.

### **Construction Documents**

- Based upon input received during the 30% Schematic Design Document review, S&ME will proceed with 60%, 90% and Final Construction Documents for the project elements and features identified in the Schematic Design phase.
- S&ME will provide;
  - Hardscape and Site Furnishing plans and details for the Gateway Sign and Trail Rest Area (2)
  - Landscape plans and details
- Irrigation plans and details for median and gateway areas
- S&ME will provide a statement of probable construction documents to the Client for landscape and hardscape scope related items.
- S&ME will attend one (1) review following the both the 60% & 90% submittals. Input received will be reflected in each subsequent submittal.
- Signed and sealed S&ME Final Construction Documents will be provided to the Client for submittal to the City for permitting.

### **Post Design Services**

- S&ME will provide Post Design Services on an hourly basis.
- S&ME anticipates that Post Design Services may include:
  - Attendance at a pre-bid meeting
  - Issuing addenda
  - Addressing contractor RFI's
  - Reviewing contractor bids

### **Construction Phase Services**

- S&ME will provide Construction Phase Services on an hourly basis.
- S&ME anticipates that Construction Phase Services may include:
  - Attendance at a pre-construction meeting
  - Review of shop drawings
  - Nursery tree tagging visits
  - Addressing contractor RFI's
  - Issuing field sketches
  - Site visits based upon City of Palm Coast or Client requests

- Substantial and final construction visits.

**Fees:**

Construction Documents	\$ 47,200
Post Design Services	\$ Hourly based upon S&ME hourly rate schedule
Construction Phase Services	\$ Hourly based upon S&ME hourly rate schedule

This concludes our draft scope and fee for the hardscape and landscape on the Palm Coast Whiteview Parkway.

Sincerely,

**S&ME, Inc.**

Bruce C. Hall, PLA, ASLA  
Principal Landscape Architect



# City of PALM COAST

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

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

## NOTICE OF INTENT TO AWARD

**Project:** LOI-CD-18-32 Professional Services for Whiteview Parkway Improvements

**Date:** April 12, 2018

**Appeal Deadline:** Appeals must be Filed by 5:00 PM on April 16, 2018

Firm	Total Score
<b>England-Thims &amp; Miller, Inc.</b> Palm Coast, FL	<b>84.75</b>
<b>CPH, Inc.</b> Palm Coast, FL	77.75
<b>DRMP</b> Orlando, FL	63.75

The intent of the City of Palm Coast is to award LOI-CD-18-32 Professional Services for Whiteview Parkway to England-Thims & Miller, Inc.

**Cc: Contract Coordinator, Project Manager, Department Director and Assistant City Manager**

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

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

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





# LOI-CD-18-32 - Professional Services for Whiteview Parkway Improvements

## Project Overview

<b>Project Details</b>	
<b>Reference ID</b>	LOI-CD-18-32
<b>Project Name</b>	Professional Services for Whiteview Parkway Improvements
<b>Project Owner</b>	Jesse Scott
<b>Project Type</b>	Other
<b>Department</b>	Procurement
<b>Budget</b>	\$0.00 - \$0.00
<b>Project Description</b>	<p>The City of Palm Coast is seeking Letters of Interest (LOI-CD-18-32) from firms selected by the City to provide Engineering Design Services per RFQ-CD-CM-14-08 and RFQ-CD-CM-14-04. Costs for responding to this (LOI) are entirely the obligation of the consultant(s) and shall not be chargeable in any manner to the City of Palm Coast. The City of Palm Coast is seeking professional engineering services for design and construction plans for the Improvements along Whiteview parkway. The project area is approximately 3.5 miles long and broken down into two sections: Whiteview Pkwy from US 1 to White Mill Drive: Length – 0.85 Miles, improvements to include extension of existing multiuse path and intersection improvements. White Mill Drive to Pritchard Drive: Length – 2.65 Miles, intersection improvements</p>
<b>Open Date</b>	Mar 14, 2018 8:00 AM EDT



<b>Close Date</b>	Apr 05, 2018 2:00 PM EDT
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<b>Awarded Suppliers</b>	<b>Reason</b>	<b>Score</b>
<b>England-Thims &amp; Miller, Inc.</b>		<b>84.75 pts</b>

## Seal status

<b>Requested Information</b>	<b>Unsealed on</b>	<b>Unsealed by</b>
Proposal	Apr 05, 2018 2:18 PM EDT	Kelly Downey
Addenda	Apr 05, 2018 2:18 PM EDT	Kelly Downey

## Conflict of Interest

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



Name	Date Signed	Has a Conflict of Interest?
Carl Cote	Apr 10, 2018 4:41 PM EDT	No
Sean Castello	Apr 05, 2018 5:01 PM EDT	No
Donald Schrage	Apr 11, 2018 1:09 PM EDT	No
Jesse Scott	Apr 06, 2018 8:19 AM EDT	No
Alena Dvornikova	Apr 06, 2018 8:18 AM EDT	No



## Project Criteria

Criteria	Points	Description
Proposal Submission	Pass/Fail	Submitted as instructed and completed per instructions.
Addenda	Pass/Fail	Sign and dated
Project Team	30 pts	Credit shall be given for organization of the Proposer's team, including sub-consultants for the staffing of the project, including the key staff's experience (must denote specific roles & responsibilities with past projects) and skills relevant to the proposed assignments and teams that have worked together on previous projects.
Qualifications and Experience with Similar Projects	30 pts	Describe your staff and team's capacity to complete projects in a timely and efficient manner, while providing high quality workmanship and organization. Provide a listing of projects, maximum of five, by a team member who is specifically part of the team proposed in the response. Identify the team member(s) specific role & responsibilities on each project. Provide client references.
Project Understanding	30 pts	Understanding of the scope of the project up to 10 points. Identification of unique project issues up to 10 points. Management and Quality Assurance up to 10



		points
Schedule and Availability	10 pts	Credit shall be given based upon the availability of the proposed staff as well as for a realistic, comprehensive and logical schedule that minimizes contract duration. Proper attention should be provided to the project's critical path elements.
<b>Total</b>	<b>100 pts</b>	



# Scoring Summary

## Active Submissions

	Total	Proposal Submission	Addenda	Project Team	Qualifications and Experience with Similar Projects
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	/ 30 pts	/ 30 pts
England-Thims & Miller, Inc.	84.75 pts	Pass	Pass	27.5 pts	20.5 pts
CPH, Inc.	77.75 pts	Pass	Pass	22.75 pts	26 pts
DRMP, Inc.	63.75 pts	Pass	Pass	21.5 pts	18 pts

	Project Understanding	Schedule and Availability
--	-----------------------	---------------------------



Supplier	/ 30 pts	/ 10 pts
England-Thims & Miller, Inc.	28.25 pts	8.5 pts
CPH, Inc.	21.25 pts	7.75 pts
DRMP, Inc.	18.5 pts	5.75 pts

### Eliminated Submissions

	Proposal Submission	Addenda	Project Team	Qualifications and Experience with Similar Projects	Project Understanding
Supplier	Pass/Fail	Pass/Fail	/ 30 pts	/ 30 pts	/ 30 pts
Stone Engineering Group, Inc.	Pass	Pass	-	-	-



	<b>Schedule and Availability</b>
<b>Supplier</b>	<b>/ 10 pts</b>
Stone Engineering Group, Inc.	-



## Reason

Supplier	Disqualified by	Reason
Stone Engineering Group, Inc.	Jesse Scott	Removed as the services contract was not renewed per instructions by our Engineering group. As a result, this supplier is not pre-qualified to participate as the contract expiration was 2017.

# City of Palm Coast, Florida Agenda Item

Agenda Date: 07/31/2018

<b>Department</b>	Community Development	<b>Amount</b>	\$528,887.00
<b>Item Key</b>	3864	<b>Account</b>	
<b>Subject</b>	RESOLUTION 2018-XX APPROVING A FDOT LAP SUPPLEMENTAL AGREEMENT FOR LAKEVIEW BOULEVARD MULTI-USE PATH PROJECT		
<b>Background :</b>	<p>This project consists of constructing an 8-foot-wide concrete multi-use path along Lakeview Boulevard from south of La Mancha Drive to London Drive. The project is approximately 1 mile in length. The project also includes piping, ditch regrading, signing and pavement markings, current ADA compliant detectable warnings, benches &amp; landscaping, waste and recycle receptacles, sod and silt fence. Utility coordination is anticipated. All pedestrian features are to adhere to current ADA standards.</p> <p>This item is to consider a Florida Department of Transportation (FDOT) Local Agency Program (LAP) Supplemental Agreement #1, which will reduce FDOT grant funding to the amount of \$528,887.00 based on approved construction contract amount. Original LAP agreement was executed on 02/22/2018. This amendment will reduce the FDOT grant by \$31,884 and the cost to the City is reduced by \$74,279 for construction and CEI costs.</p> <p>The FDOT has allocated funding for the construction phase of the project as part of their current approved budget. The project costs are included in the City's Streets Improvement Fund.</p>		
<b>Recommended Action :</b>	Adopt Resolution 2018-XX approving a FDOT LAP supplemental agreement for Lakeview Boulevard Multi-Use Path Project.		

**RESOLUTION 2018 - \_\_\_\_\_**  
**FDOT LAP SUPPLEMENTAL AGREEMENT**  
**LAKEVIEW BOULEVARD MULTI-USE PATH PROJECT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT FOR THE CONSTRUCTION PHASE OF THE LAKEVIEW MULTI-USE PATH PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Florida Department of Transportation will sign a Local Agency Program (LAP) supplemental agreement with the City of Palm Coast for the Lakeview Blvd. multi-use path project; and

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

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

**SECTION 1. APPROVAL OF AGREEMENT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of a Local Agency Program supplemental agreement with the State of Florida Department of Transportation for the Lakeview Blvd. Multi-use Path Project, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 7th day of August 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit "A" – Local Agency Agreement (LAP) supplemental agreement for Lakeview Blvd. Multi-use Path Project

Approved as to form and legality

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

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

525-010-32  
PROGRAM MANAGEMENT  
08/17

Page 1 of 4

SUPPLEMENTAL NO.

1

FEDERAL ID NO. (FAIN)

D517 103 B

CONTRACT NO.

G0U39

FEDERAL AWARD DATE

2/15/2018

FPN

440854-1-58/68-01

LOCAL AGENCY DUNS NO.

17-454-1107

The State of Florida, Department of Transportation and the City of Palm Coast desires to supplement the original Agreement entered into and executed on February 22, 2018 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

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

---

---

**PROJECT DESCRIPTION**

Name Lakeview Boulevard Multi-Use Path Length ~5,213 feet

Termini South of La Mancha Drive to London Drive

**Description of Work:**

The project consists of constructing an 8-foot-wide concrete multi use path along Lakeview Boulevard from South of La Mancha Drive to London Drive. The project is approximately 1 mile in length. The project also includes piping, ditch regrading, signing and pavement markings, current ADA compliant detectable warnings, benches & landscaping, waste and recycle receptacles, sod and silt fence. Utility coordination is anticipated. All pedestrian features are to adhere to current ADA standards.

The concrete path will be constructed 4-inch thick with 4,000 psi strength concrete. The concrete strength exceeding 2,500 psi is considered an upgrade for the path. The City will be reimbursed for the basic 4-inch thick, 2,500 psi strength concrete, while the upgrades will be paid through local funds.

Indemnification costs and costs surrounding the Maintenance/Material and Workmanship Bond will be the responsibility of the City.

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

1. Pursuant to Paragraph 4.0 Project Cost of the Local Agency Program Agreement, the Agency and the Department acknowledge and agree that the Schedule of Funding for construction that includes the authorized and encumbered Federal funding and the Local funding contribution on the project shall be reduced to an amount equal to the Agency's construction contract award amount of **\$487,152.00**. This contract award includes Federal Aid ineligible costs in the amount of **\$6,346.00**, bringing the Agency's Federal Aid eligible construction contract award amount to **\$480,806.00**.

In addition to the Agency's eligible contract award amount, the amount of **\$48,081.00** in Federal Aid authorized funds on the construction phase remains encumbered for potential participation in reimbursement of eligible additional costs directly associated with construction contract modifications. To be considered for reimbursement with Federal Aid participation, the additional costs directly associated with construction contract modifications must comply with the eligible requirements documented in Chapter 7 of the FDOT Construction Project Administration Manual (CPAM) and with all Local Agency Program procedures. The Department and FHWA solely reserve the right to determine the extent

**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

of Federal Aid participation of all additional costs submitted by the Agency for reimbursement. The Agency acknowledges: (1) Full responsibility for payment of all additional costs directly associated with construction contract modifications in advance; and, (2) that the Department and FHWA are under no obligation to participate in said additional costs if they determine that said costs are not associated with eligible construction contract modifications. The Agency further agrees that the total funding, as may be supplemented in accordance with the terms and limitations of this paragraph, will constitute the maximum limiting amount eligible for reimbursement and no additional funding will be available for this project.

All change orders added to the Agency's contract will require review and approval by the Department (per standard construction administration and oversight procedure, Chapter 23, LAP Manual.) If an Agency authorizes or performs a change of work prior to receiving concurrence from the District LAP Administrator (or delegate) the change will not be eligible for reimbursement. The Agency will incur the entire cost of the changes per Chapter 23 of the LAP Manual.

An amount of **(\$31,884.00)** in federal funds is being unencumbered, and a total of **\$528,887.00** in authorized and encumbered federal funding remains on the construction phase. An amount of **(\$75,646.00)** in Local Funds is being removed from the construction phase of the project, and an amount of **\$1,367.00** in Local Funds is being added to the CEI phase of the project. Said revisions are reflected in the Adjusted Schedule of Funding, attached hereto and incorporated herein, as Exhibit B.

2. The River-to-Sea TPO has established a 10% local match requirement for this project. The updated Design, Construction and CEI Services costs as a result of the low bid is **\$610,735.00**, yielding a local funding match requirement of **\$61,074.00**. In the event that the additional funding remaining on the contract for possible participation in change orders is utilized, the maximum Construction and CEI Services costs increases to **\$658,816.00**, yielding a local funding match requirement of **\$65,882.00**. The City locally funded the design in an amount of **\$48,716.00**, is funding concrete upgrades and a maintenance bond in a total amount of **\$6,346.00** and is locally funding CEI at an amount of **\$74,867.00**. The combined local funding of **\$129,929.00** meets and exceeds the River-to-Sea TPO match requirement. No pro-ration of invoices related to the local match will be required.

3. The amount of federal funding noted within Exhibit 1, Federal Financial Assistance (Single Audit Act), attached to this Amendment, has been updated accordingly.

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

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

525-010-32  
 PROGRAM MANAGEMENT  
 07/17

FPN  
 440854-1-58/68-01

TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
<b>Planning</b>					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Planning Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Project Development &amp; Environment (PD&amp;E)</b>					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total PD&E Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Design</b>					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Design Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Right-of-Way</b>					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Construction</b>					
FY: 2017-2018	\$560,771.00	(\$31,884.00)	\$528,887.00		\$528,887.00
FY: 2017-2018	\$81,992.00	(\$75,646.00)	\$6,346.00	\$6,346.00	
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Construction Cost	\$642,763.00	(\$107,531.00)	\$535,233.00	\$6,346.00	\$528,887.00
<b>Construction Engineering and Inspection (CEI)</b>					
FY: 2017-2018	\$73,500.00	\$1,367.00	\$74,867.00	\$74,867.00	
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total CEI Cost	\$73,500.00	\$1,367.00	\$74,867.00	\$74,867.00	\$0.00
Total Construction & CEI Costs	\$716,263.00	(\$106,164.00)	\$610,100.00	\$81,213.00	\$528,887.00
<b>TOTAL COST OF THE PROJECT</b>	<b>\$716,263.00</b>	<b>(\$106,164.00)</b>	<b>\$610,100.00</b>	<b>\$81,213.00</b>	<b>\$528,887.00</b>

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

525-010-32  
PROGRAM MANAGEMENT  
07/17

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

AGENCY CITY OF PALM COAST

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

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

Name:

Title:

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

Name: Loreen C. Bobo, P.E.

Title: Director of Transportation Development

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

Legal Review:

\_\_\_\_\_

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

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

**EXHIBIT "F"**

**AGENCY RESOLUTION**

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

## EXHIBIT 1

### FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

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

CFDA No.: 20.205  
CFDA Title: Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
CFDA Program Site: <https://www.cfda.gov/>  
Award Amount: \$528,887.00  
Awarding Agency: Florida Department of Transportation  
Award is for R&D: No  
Indirect Cost Rate: N/A

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

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

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

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

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

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

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

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

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

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

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

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

# City of Palm Coast, Florida Agenda Item

Agenda Date : 07/31/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>	\$40,600										
<b>Item Key</b>	3897	<b>Account #</b>	21055011-063000-54510										
<b>Subject</b> RESOLUTION 2018-XX APPROVING AN EASEMENT WITH PALM COAST ELKS LODGE #2709, INC. FOR THE OLD KINGS ROAD NORTH WIDENING PROJECT													
<b>Background :</b>													
<p>Previously, City Council approved a Local Agency Program Agreement with the Florida Department of Transportation to fund the right-of-way acquisition phase for the Old Kings Road Widening Project. As rights-of-way and easements are negotiated with property owners, City staff will bring those forward for City Council consideration.</p> <p>Palm Coast Elks Lodge #2709, Inc. is providing the necessary easement to the City of Palm Coast for 7,504 sq. ft. of frontage property along Old Kings Road for a cost of \$40,600.00.</p> <p>Acquisition of this easement is necessary for the planned widening of the existing pavement to accommodate drainage improvements and driveway connections. The cost for these easements is funded by FDOT. City staff recommends approval of this purchase to help facilitate the construction of the proposed improvements.</p>													
<p>SOURCE OF FUNDS WORKSHEET FY 2018 Street Improvement Fund, Old Kings Road North Widening</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">21055011-063000-54510</td> <td style="text-align: right;">\$1,000,000.00</td> </tr> <tr> <td>Total Expenses/Encumbered to date</td> <td style="text-align: right;">\$ 415,358.04</td> </tr> <tr> <td>Pending</td> <td style="text-align: right;">\$ 403,700.00</td> </tr> <tr> <td>Current purchases</td> <td style="text-align: right;">\$ 40,600.00</td> </tr> <tr> <td>Balance</td> <td style="text-align: right;">\$ 140,341.96</td> </tr> </table>				21055011-063000-54510	\$1,000,000.00	Total Expenses/Encumbered to date	\$ 415,358.04	Pending	\$ 403,700.00	Current purchases	\$ 40,600.00	Balance	\$ 140,341.96
21055011-063000-54510	\$1,000,000.00												
Total Expenses/Encumbered to date	\$ 415,358.04												
Pending	\$ 403,700.00												
Current purchases	\$ 40,600.00												
Balance	\$ 140,341.96												
<b>Recommended Action :</b>													
Resolution 2018-XX approving an easement with Palm Coast Elks Lodge #2709, Inc. for the Old Kings Road North Widening Project.													

**RESOLUTION 2018-\_\_\_\_**  
**OLD KINGS ROAD NORTH**  
**WIDENING PROJECT**  
**PALM COAST ELKS LODGE #2709, INC. EASEMENT**

**A RESOLUTION OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AN EASEMENT FROM PALM COAST ELKS LODGE #2709, INC., FOR THE OLD KINGS ROAD NORTH WIDENING PROJECT; AUTHORIZING THE CITY MANAGER OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTATION AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City desires to obtain an easement from Palm Coast Elks Lodge #2709, Inc. for the Old Kings North Road Widening Project.

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

**SECTION 1. APPROVAL OF THE EASEMENTS.** The City Council of the City of Palm Coast hereby approves the terms and conditions of an easement with Palm Coast Elks Lodge #2709, Inc., as attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the necessary documents 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 7th of August 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Approved as to form and legality

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

Attachments: Palm Coast Elks Lodge Easement

OFFER AND PURCHASE AGREEMENT

ITEM/SEGMENT #: 415964-1  
STATE ROAD #: N/A  
COUNTY: Flagler  
PARCEL #: 813

Seller: Palm Coast Elks Lodge #2709, Inc.

Buyer: City of Palm Coast, Florida

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

I. Description of Property

- (a) Real property described as: Parcel No 813 (Sketch and Legal description Attached).
(b) Real Estate Purchased: 7,504 sq ft Deed
(c) Buildings, structures, fixtures, and other improvements: N/A
(d) Personal Property: N/A
(e) Outdoor advertising structure(s) permit number(s): N/A
Building, structures, fixtures and other improvements owned by others: N/A

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

II. Purchase Price

(a) Real Property

Table with 3 columns: Item, Price, Amount. Rows include Land (\$40,600.00), Improvements (0.00), Real Estate Damages (0.00), Total Real Property (\$40,600.00), Total Personal Property (0.00), Fess and Costs (Attorney Fees, Appraiser Fees, Fee(s) all 0.00), Total Fees and Costs (0.00), Total Business Damages (0.00), Total of Other Costs (0.00).

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

Total Purchase Price (Add Lines 4,5,9,10 and 11) \$ 40,600.00

(f) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing \$ 40,600.00

(g) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession \$ 0.00

III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
(b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
(c) Seller shall maintain the property described in Section I of the agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
(d) Any occupancy of the property described in Section I of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.

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

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

### **INFRASTRUCTURE EASEMENT AGREEMENT**

**THIS INFRASTRUCTURE EASEMENT AGREEMENT** is made and entered into this 19 day of JULY, 2018 by and between PALM COAST ELKS LODGE #2709, whose address is 53 Old Kings Road N., Palm Coast, Florida (“Grantor”) and the **CITY OF PALM COAST**, (“Grantee”) whose address is 160 Lake Avenue, Suite 213, Palm Coast, FL 32164.

#### **WITNESSETH:**

WHEREAS, Grantor is the owner of that certain real property located at 53 Old Kings Road, Palm Coast, Flagler County, Florida, Tax ID Number 12-11-30-0000-01010-0010, more particularly described in Map Book 28, Pages 66-67 and incorporated herein by this reference (the “Property”); and

WHEREAS, Grantor desires to grant and convey unto Grantee a non-exclusive public infrastructure easement to, over, under, upon, across and through that certain portion of the Property which is described as Parcel 813 on Exhibit “A” attached hereto (hereinafter referred to as the “Easement Area”), for the construction, installation, operation, maintenance and repair, and all associated grading and earthwork, by Grantee, or its employees, agents or designees, of public infrastructure to include; roads, storm drainage, signalization, utility lines, mains, pipes, structures, electrical controls, cables and appurtenances (hereinafter referred to as the “Infrastructure”); and

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

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

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

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

WITNESSES:

Alena Dvornikova  
[Signature]  
(print)

[Signature]  
Kelly Little-Davney  
(print)

GRANTOR

By: [Signature]

Print name: DARRELL EDGE

Title: EXALTED RULER

Address: 53 OLD KINGS RD N  
PALM COAST, FL 32137

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 19th day of July, 2018, by Darrell Edge the (check one)  who is personally known to me or  who produced Florida Driver's license as identification.

[Signature]  
Notary Public - State of Florida  
Print Name: Kathleen E. Settle  
My Commission expires: 11/13/2021



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

# Business Notice Questionnaire

Item/Segment #: 415964-1  
Sec/Job No.: \_\_\_\_\_  
Managing District: 05  
FAP No.: \_\_\_\_\_  
State Road #: N/A - Old Kings Rd.  
County: Flagler  
Parcel #: 813

Property Owner: \_\_\_\_\_

1. Name of Business: PALM COAST ELYS LODGE  
2. Owner of Business: \_\_\_\_\_  
3. How long have you been in business at this location? 26 YEARS

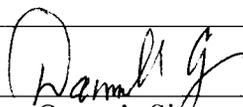
Please Check One: ( ) 5+ years (  ) Whole Take

4. Business street address: 53 OLD KINGS RD N.  
PALM COAST FL 32137

City, State, Zip: \_\_\_\_\_

Telephone Number: 386.446.2709

5. Sole Proprietor ( ) Partnership (  ) Corporation ( ) Franchise ( ) Chain ( )  
6. Do you have a lease? NO if yes, is it recorded? \_\_\_\_\_ if not, please provide a copy.  
7. Additional Comments: \_\_\_\_\_

  
Business Owner's Signature

DARRELL EONE EXALTED RULFR  
Printed Name & Title

\_\_\_\_\_  
Survey Date

\_\_\_\_\_  
Date Notice Delivered

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Method of Delivery

Is corporation listed on the corporation screen (sunbiz.org) Yes \_\_\_\_\_, NO \_\_\_\_\_ if available  
printout must be attached with questionnaire?  
02/2009, Updated. cissy



# City of PALM COAST

Community Development Department  
Construction Management & Engineering Division

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3794

Florida Statutes:  
Chapter 517  
Section 286.23

575-030-18  
RIGHT OF WAY  
OGC-02/06

Palm Coast Elks Lodge #2709, Inc.  
PO Box 352765  
Palm Coast, FL 32135-2765

Item/Segment No:	<u>415964-1</u>
District:	<u>5</u>
F.A.P. No:	<u>N/A</u>
State Road No:	<u>N/A</u>
County:	<u>FLAGLER</u>
Parcel No:	<u>813</u>

Dear Property Owner,

**Subject: Public Disclosure Notice**

*Section 286.23, Florida Statutes, (F.S.)* requires persons or entities holding real property in the form of a partnership, limited partnership, corporation, trust or any form of representative capacity for others to disclose in writing, under oath, and subject to the penalties prescribed for perjury, his/her name and address and the names and addresses of every person having a beneficial interest in such property. The City must receive disclosure at least 10 days prior to the real estate closing by which the City acquires the property or within 48 hours after the City deposits the required monies into the registry of the court pursuant to an Order of Taking in condemnation. To assist you complying with the disclosure requirement, we have enclosed a copy of *Section 286.23, F.S.* and an affidavit for you to complete and return to this office at:

City of Palm Coast, 160 Lake Avenue, Palm Coast, FL 32164

**Please Note:**

Are not required to disclose a beneficial interest in an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to *Chapter 517, Florida Statutes*, whose interest is for sale to the general public.

If beneficial interests in the property are exempt from disclosure, please so indicate on the enclosed affidavit.

If you have any questions please contact: Mike Peel, (386) 986-4771, [mpeel@palmcoastgov.com](mailto:mpeel@palmcoastgov.com).

Sincerely,

Virginia Smith, MMC, CP  
City Clerk/Paralegal

Enclosures: Section 286.23, Florida Statutes, Public Disclosure Affidavit



**Attachment "B"**

Item/Segment No.: 415964-1  
District: 5  
F.A.P. No.:  
State Road No.:  
County: FLAGLER  
Parcel No.: 813

**Public Disclosure Affidavit**

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

PALM COAST ELKS LODGE 2709 in the capacity of  
Name of corporation, trust, partnership, etc.

PRESIDENT and; my full name  
Affiant's Title (Pres., V.P., Trustee etc.)

and address is DARRELL EDGE  
53 OLD KINGS RD W PALM COAST, FL 32137; and  
Affiant's Name and Address

PALM COAST ELKS LODGE 2709 holds legal title  
Name of corporation, trust, partnership, etc.

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

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

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

[Signature]  
Affiant's Signature

DARRELL EDGE  
Print or Type Name of Affiant

State of Florida  
County of Flagler

Sworn to and subscribed before me this 19th day of JULY,  
by Darrell Edge who is personally known to me or who has produced  
Florida Driver's License as identification.

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



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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER**

575-030-27  
 RIGHT OF WAY  
 08/09

July 20, 2017  
 Palm Coast Elks Lodge #2709, Inc.  
 PO Box 352765  
 Palm Coast, FL 32135-2765

ITEM/SEGMENT NO.: N/415964-1  
 MANAGING DISTRICT: 5  
 F.A.P. NO.: \_\_\_\_\_  
 STATE ROAD NO.: N/A  
 COUNTY: FLAGLER  
 PARCEL NO.: 813

Dear Property Owner(s):

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

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

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

<b>Name</b> DARRELL EDGE	<b>Phone Number</b> 904.599.4241 4882
<b>Business Name</b> , if different from above PALM COAST ELKS LODGE 2709	<b>Phone Number</b> 386.446.2709
<b>Address</b> (number, street, and apt. or suite no.) 53 OLD KINGS RD N.	<b>OWNERSHIP INTEREST</b> <input type="checkbox"/> Sole Owner <input type="checkbox"/> Part Owner with _____ % interest <input type="checkbox"/> Not Applicable (Vendor Only)
<b>City, State, and ZIP Code</b> PALM COAST, FL 32137	

**TAXPAYER IDENTIFICATION NUMBER (TIN)**

For individuals, this is your social security number (SSN): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

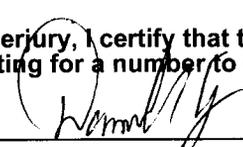
For other entities, it is your employer identification number (EIN): 59-2669153

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

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

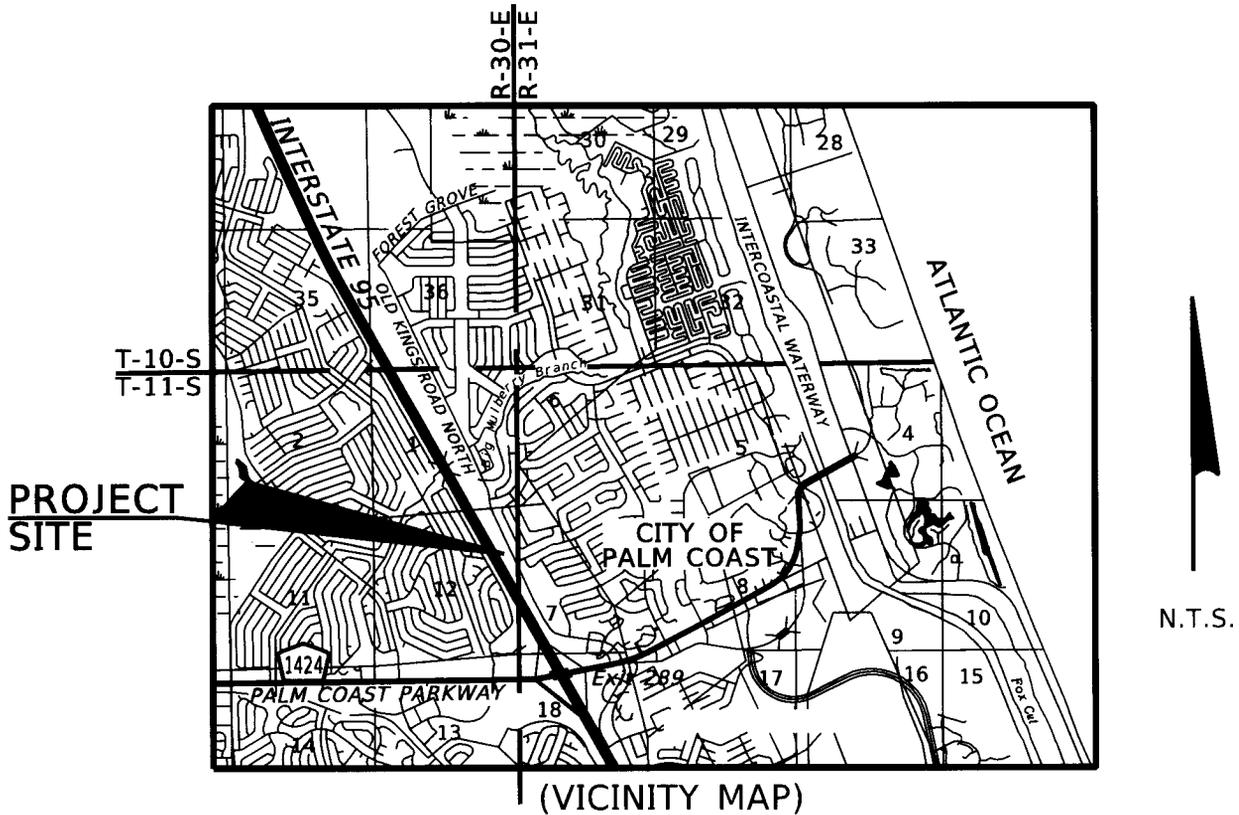
- 1 - CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION  
 (A corporation formed under the laws of any state within the United states.)
- 2 - NOT FOR PROFIT CORPORATION (Section 501(c)(3) Internal Revenue Code)
- 3 - PARTNERSHIP, JOINT VENTURE, ESTATE, TRUST OR MULTIPLE MEMBER LLC
- 4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

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

Sign Here  Date 19 JUL 2015

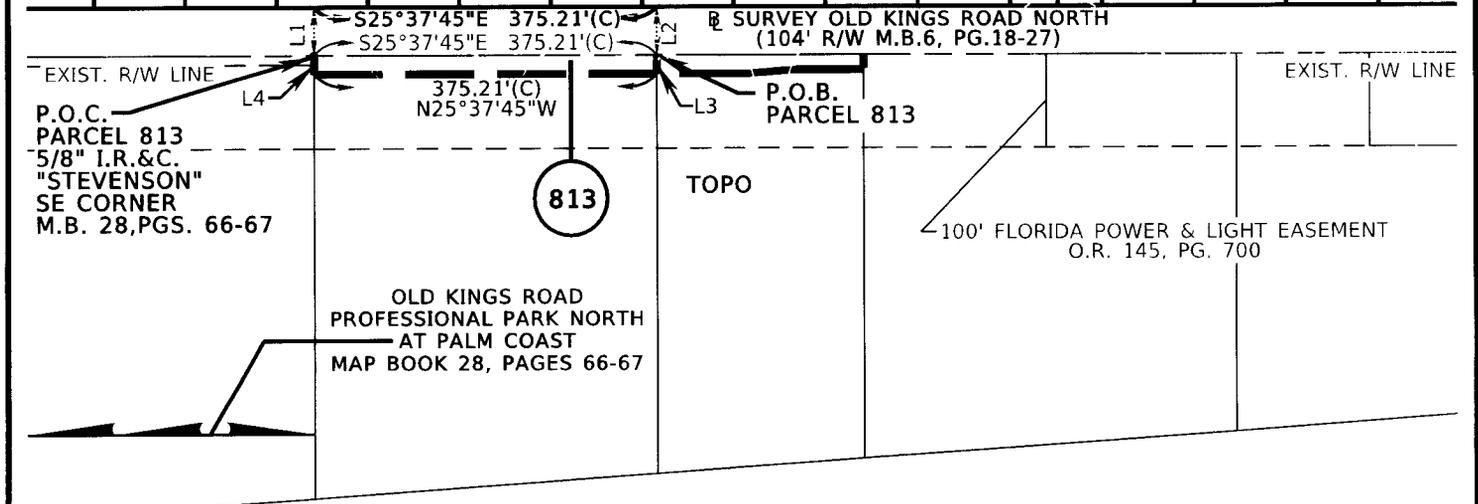
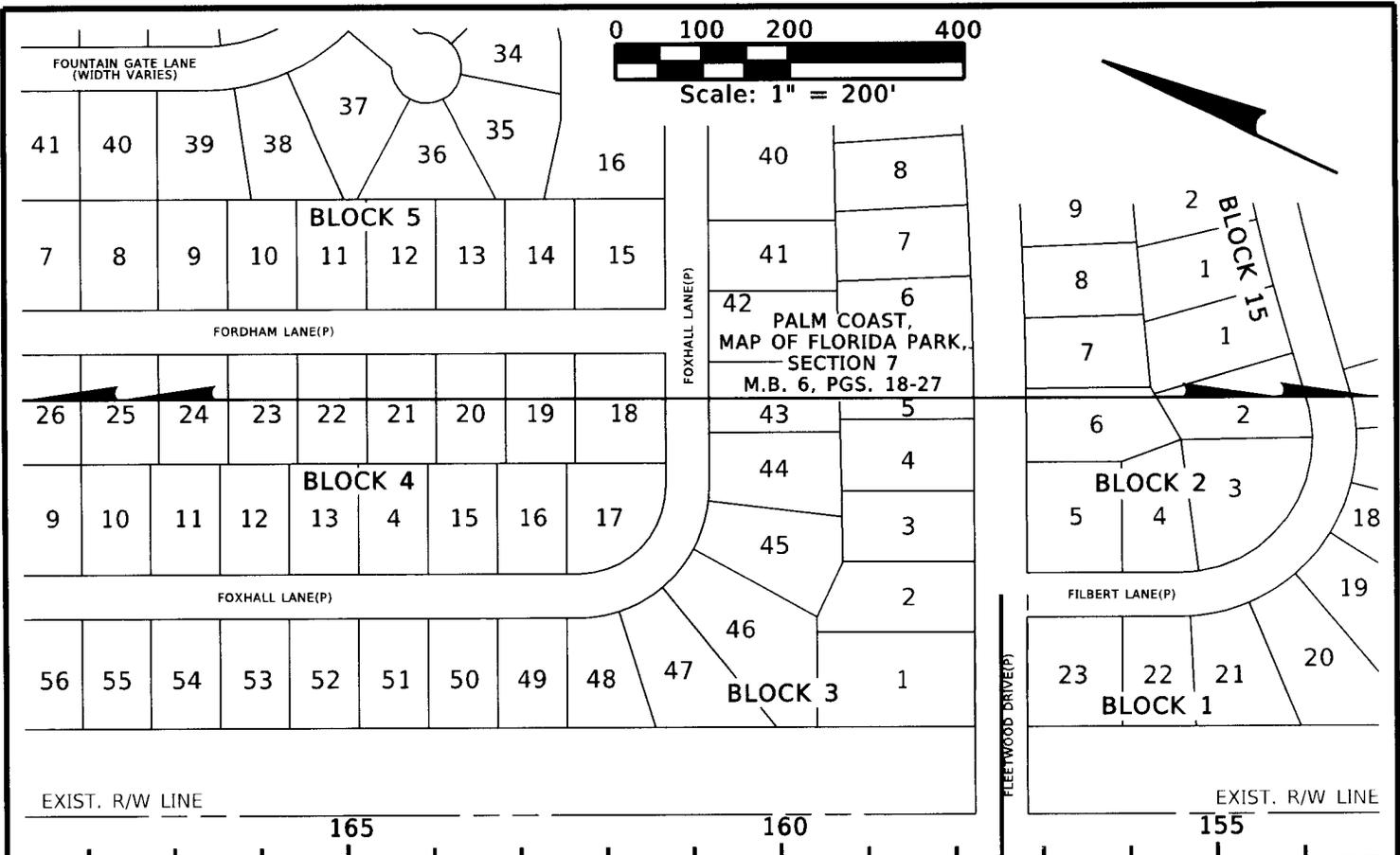
Title EXALTED RULER Email (optional) \_\_\_\_\_

# SKETCH AND DESCRIPTION OLD KINGS ROAD NORTH SECTION 12 TOWNSHIP 11 SOUTH, RANGE 30 EAST PARCEL 813



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

		<b>CITY OF PALM COAST, FLORIDA</b>	
		<b>SKETCH AND DESCRIPTION - NOT A SURVEY</b>	
		<b>OLD KINGS ROAD NORTH - PARCEL 813</b>	<b>FLAGLER COUNTY</b>
		BY K.SCHMISEK	DATE 04-17-17
		PREPARED BY4 DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 1-904-641-0123 LB#2648	
		DATA SOURCE: SCALE: N/A	
REVISION	BY	DATE	DRMP JOB NO. 13-0282.000 SECTION N/A SHEET 1 OF 5
		CHECKED C.FAUST	DATE 04-24-17



LINE TABLE		
L1	N64°22'15"E	52.00'(C)
L2	S64°22'15"W	52.00'(C)
L3	S64°22'15"W	20.00'(C)
L4	N64°22'15"E	20.00'(C)

			<b>CITY OF PALM COAST, FLORIDA</b>	
			<b>SKETCH AND DESCRIPTION - NOT A FIELD SURVEY</b>	
			<b>OLD KINGS ROAD NORTH - PARCEL 813</b>	<b>FLAGLER COUNTY</b>
	BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648	DATA SOURCE: 13-0282.000 SCALE: 1"=200'
REVISION	BY	DATE	DRAWN: K.SCHMISEK 04-17-17	DRMP JOB NO. 13-0282.000 SECTION N/A SHEET 3 OF 5
			CHECKED: C.FAUST 04-24-17	



# City of Palm Coast, Florida Agenda Item

Agenda Date: 7/31/2018

<b>Department</b>	Community Development	<b>Amount</b>	\$62,343.00
<b>Item Key</b>	3902	<b>Account</b>	#54029082-063000-82003
<b>Subject</b>	RESOLUTION 2018-XX APPROVING A CONTRACT WITH S.E. CLINE CONSTRUCTION, INC., FOR THE CONSTRUCTION OF THE CONCENTRATE MAIN CONVERSION PROJECT.		
<b>Background :</b>	<p>In 2008, the City of Palm Coast approved the installation of a 12" concentrate main discharge to the Royal Palms canal from Water Treatment Plant 2. The main is no longer utilized due to the Zero Liquid Discharge improvements that were made to Water Treatment Plant #2. City staff concluded the concentrate main could be converted to a force main by performing a hydraulic analysis and modeling the wastewater collection system under several conditions. The new force main would provide relief for the existing pump stations along the southern portion of Belle Terre Parkway, which are currently connected to an 8" force main.</p> <p>Construction Management &amp; Engineering Division, designed the construction plans for reconfiguration of the concentrate main into a 12" force main. City staff reviewed and approved the construction plans.</p> <p>The project was advertised (ITB-CD-18-50) and there were three qualified bids received. City staff recommends awarding the contract to the low bidder S.E. Cline Construction, Inc. of Palm Coast, in the amount of \$62,343.00. The notice of intent to award and project bid overview are attached.</p> <p>This project is in the utility 5-Year Capital Improvement Plan and the construction is budgeted for Fiscal Year 2018.</p>		
<b>Recommended Action :</b>	Adopt Resolution 2018-XX approving a contract with S.E. Cline Construction, Inc., in the amount of \$62,343.00, for the construction of the Concentrate Main Conversion project.		

**RESOLUTION 2018-\_\_\_\_**  
**CONCENTRATE MAIN CONVERSION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A CONTRACT WITH S.E. CLINE CONSTRUCTION, INC., IN THE AMOUNT OF \$62,343.00, FOR THE CONCENTRATE MAIN CONVERSION PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the S.E. Cline Construction, Inc. desires to provide construction services for the concentrate main conversion project; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with S.E. Cline Construction, Inc. for the above referenced services.

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

**SECTION 1. APPROVAL OF CONTRACT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of a contract with S.E. Cline Construction, Inc., for the concentrate main conversion project, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

**SECTION 6. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on the 7th day of August 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit A –Contract with S.E. Cline Construction, Inc. for the concentrate main conversion project

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 NOTICE OF INTENT TO AWARD

**Project:** ITB-CD-18-50 Concentrate Main Conversion Project

**Date:** 7/20/2018

**Appeal Deadline:** Appeals must be filed by 5:00 PM on 7/25/2018

Firm	Bid
S. E. Cline Construction, Inc. Palm Coast, FL	\$62,343.00
Hazen Construction New Smyrna Beach, FL	\$133,650.00
T B Landmark Construction, Inc. Jacksonville, FL	\$223,650.00

The intent of the City of Palm Coast is to award ITB-CD-18-50 to S.E. Cline Construction, Inc.

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

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





# RFSQ-CD-18-50 / ITB-CD-18-50 - Concentrate Main Conversion

## Project Overview

Project Details	
Reference ID	RFSQ-CD-18-50 / ITB-CD-18-50
Project Name	Concentrate Main Conversion
Project Owner	Kelly Downey
Project Type	RFSQ
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	The City of Palm Coast is soliciting responses from qualified firms for Concentrate Main Conversion Project. The contractor shall furnish all labor, materials, equipment, tools, supervision, and any other items required for: converting an existing inactive concentrate watermain into a forcemain by furnishing and installing various valves and connecting to an active sanitary sewer forcemain.
Open Date	Jun 06, 2018 8:00 AM EDT
Close Date	Jun 21, 2018 2:00 PM EDT

Awarded Suppliers	Reason	Score
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S.E. Cline Construction, Inc.		100 pts
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**Seal status**

Requested Information	Unsealed on	Unsealed by
Qualification forms section 00100	Jun 21, 2018 2:00 PM EDT	Kelly Downey
Bid Forms 00200	Jul 19, 2018 2:11 PM EDT	Kelly Downey
Pricing	Jul 19, 2018 2:11 PM EDT	Kelly Downey
Forms 5, 6, and Addenda	Jul 19, 2018 2:11 PM EDT	Kelly Downey

**Conflict of Interest**

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



<b>Name</b>	<b>Date Signed</b>	<b>Has a Conflict of Interest?</b>
Kelly Downey	Jun 21, 2018 2:08 PM EDT	No
Mary Kronenberg	Jun 21, 2018 2:09 PM EDT	No
Alex Blake	Jun 21, 2018 4:10 PM EDT	No



## Project Criteria

Criteria	Points	Description
Pre-Qualification Forms	Pass/Fail	Pre-Qualification Forms A - N
Pre-Qualification Review	Pass/Fail	Pre-Qualification Review
Bid Forms	Pass/Fail	Bid Forms Section 00200
Pricing	100 pts	Pricing
Forms 5, 6, and Addenda	Pass/Fail	Forms 5, 6, and Addenda
<b>Total</b>	<b>100 pts</b>	



# Scoring Summary

## Active Submissions

	Total	Pre-Qualification Forms	Pre-Qualification Review	Bid Forms	Pricing
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	/ 100 pts
S.E. Cline Construction, Inc.	100 pts	Pass	Pass	Pass	100 pts (\$62,343.00)
Hazen Construction	46.65 pts	Pass	Pass	Pass	46.65 pts (\$133,650.00)
T B Landmark Construction, Inc.	27.88 pts	Pass	Pass	Mixed	27.88 pts (\$223,650.00)
SERVICE ELECTRIC COMPANY	0.00935 pts	Fail	Fail	Fail	0.00935 pts (\$666,666,666.00)

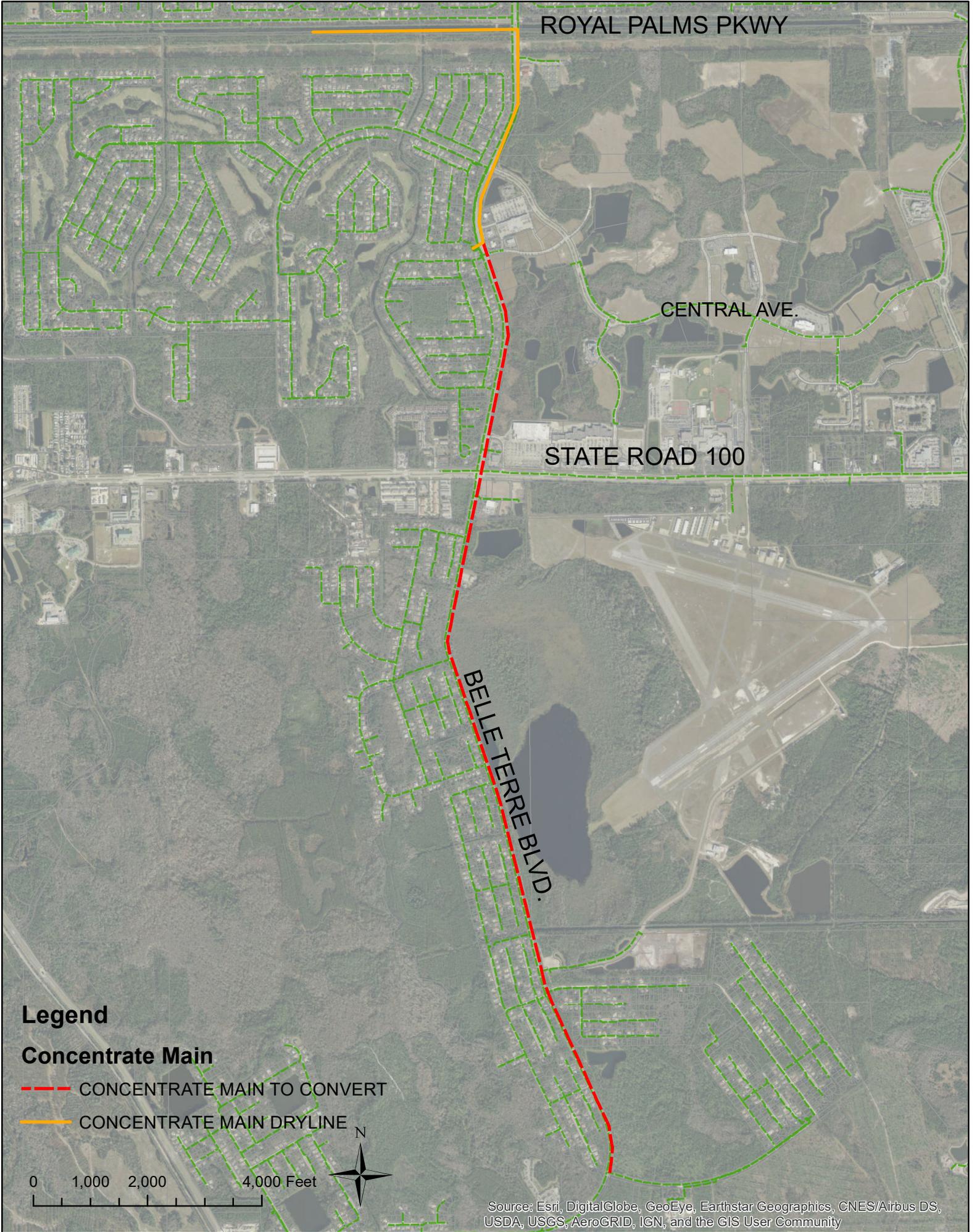


	<b>Total</b>	<b>Pre-Qualification Forms</b>	<b>Pre-Qualification Review</b>	<b>Bid Forms</b>	<b>Pricing</b>
<b>Supplier</b>	<b>/ 100 pts</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>/ 100 pts</b>
Baldwins Quality Plumbing	0.00891 pts	Pass	Fail	Fail	0.00891 pts (\$699,999,999.00)

	<b>Forms 5, 6, and Addenda</b>
<b>Supplier</b>	<b>Pass/Fail</b>
S.E. Cline Construction, Inc.	Pass
Hazen Construction	Fail
T B Landmark Construction, Inc.	Pass
SERVICE ELECTRIC	Fail



	<b>Forms 5, 6, and Addenda</b>
<b>Supplier</b>	<b>Pass/Fail</b>
COMPANY	
Baldwins Quality Plumbing	Fail



ROYAL PALMS PKWY

CENTRAL AVE.

STATE ROAD 100

BELLE TERRE BLVD.

**Legend**

**Concentrate Main**

--- CONCENTRATE MAIN TO CONVERT

— CONCENTRATE MAIN DRYLINE

0 1,000 2,000 4,000 Feet



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

# City of Palm Coast, Florida Agenda Item

Agenda Date: 7/31/2018

<b>Department</b>	Community Development	<b>Amount</b>
<b>Item Key</b>	3901	<b>Account</b>
<b>Subject</b>	RESOLUTION 2018-XX GRANTING A TEMPORARY RIGHT-OF-WAY AGREEMENT TO FPL AS REQUIRED FOR THE SOUTHERN WELLFIELD EQUIP 3 WELLS & RAW WATER MAIN, PHASE 3 PROJECT	
<b>Background :</b>	<p>Three new raw water wells for Water Treatment Plant 2 are currently under design as part of the Southern Wellfield Equip 3 Wells &amp; Raw Water Main, Phase 3 project. The wells are located off of the FPL easement between Seminole Woods and Sesame Boulevard. The wells need to be drilled and developed before the engineer can complete the design. The drilling contractor needs temporary access to the wells through the FPL easement. City staff will request another permanent FPL easement before the project is under construction.</p> <p>Staff requests approval of the temporary right-of-way consent agreement to FPL as necessary for drilling the raw water wells LW-83 and LW-84.</p>	
<b>Recommended Action :</b>	Adopt Resolution 2018-XX granting a temporary right-of-way agreement to Florida Power and Light as required for the Southern Wellfield Equip 3 Wells & Raw Water Main, Phase 3 project.	

**RESOLUTION 2018-\_\_\_\_\_**  
**FPL RIGHT-OF-WAY CONSENT AGREEMENT**  
**SOUTHERN WELLFIELD EQUIP 3 WELLS & RAW WATER MAIN, PHASE 3**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE TEMPORARY RIGHT-OF-WAY CONSENT AGREEMENT WITH FLORIDA POWER AND LIGHT COMPANY (FPL) FOR ACCESS TO WELL SITES LW-83, LW-84 AND LW-85 FOR THE SOUTHERN WELLFIELD EQUIP 3 WELLS & RAW WATER MAIN, PHASE 3 PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Florida Power & Light Company requires a temporary right-of-way consent agreement from the City of Palm Coast in order to provide for drilling and construction of utility facilities for LW-83, LW-84 & LW-85; and

WHEREAS, the City Council of the City of Palm Coast has agreed to grant a right-of-way consent agreement in favor of Florida Power & Light Company relating to the above referenced utility services.

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

**SECTION 1. APPROVAL OF AGREEMENT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the temporary right-of-way consent agreement with Florida Power & Light Company, as attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Manager is hereby authorized to execute the temporary right-of-way consent agreement as depicted in Exhibit "A."

**SECTION 3. RECORDING OF TEMPORARY RIGHT-OF-WAY CONSENT AGREEMENT.** Upon execution of the Agreement, said document will be provided to Florida Power & Light Company for recording in the Flagler County Clerk's Office at its expense.

**SECTION 4. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be

declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

**SECTION 5. 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 7th day of August 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

---

MILISSA HOLLAND, MAYOR

---

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A - FPL Right-of-Way Agreement

Approved as to form and legality:

---

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

**RIGHT-OF-WAY CONSENT AGREEMENT  
(Governmental Entity)**

FLORIDA POWER & LIGHT COMPANY, a Florida corporation (“Company”), with a mailing address at P.O. Box 14000, Juno Beach, Florida 33408-0420, Attn: Corporate Real Estate Department, hereby consents to City of Palm Coast (“Licensee”), whose mailing address is 160 Lake Avenue, Palm Coast, Florida 32164 using that certain area within Company’s right-of-way granted by that certain agreement recorded in Official Records Books 12 and 27, at Pages 37 and 254 respectively, Public Records of Flagler County, Florida, as more particularly described on Exhibit A attached hereto (“Lands”). Licensee’s use of the Lands shall be solely for the purpose of temporary access over Company’s patrol road as shown on the plans and specifications submitted by Licensee, and attached to this Right-of-Way Consent Agreement (Governmental Entity) (“Agreement”) as Exhibit B, and for no other purpose whatsoever. **The term of this temporary access is July 12, 2018 through October 12, 2018.**

In consideration for Company’s consent and for the other mutual covenants set forth below, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensee agrees to obtain all necessary rights from the owners of the Lands in the event Licensee does not own said Lands; to obtain any and all applicable federal, state, and local permits required in connection with Licensee’s use of the Lands; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Lands by Licensee pursuant to this Agreement.

2. Licensee understands and agrees that the use of the Lands pursuant to this Agreement is subordinate to the rights and interest of Company in and to the Lands and agrees to notify its employees, agents, and contractors accordingly. Company specifically reserves the right to maintain its facilities located on the Lands; to make improvements; add additional facilities; maintain, construct or alter roads; maintain any facilities, devices, or improvements on the Lands which aid in or are necessary to Company’s business or operations; and the right to enter upon the Lands at all times for such purposes. Licensee understands that in the exercise of such rights and interest, Company from time-to-time may require Licensee, to relocate, alter, or remove its facilities and equipment, including parking spaces and areas, and other improvements made by Licensee pursuant to this Agreement which interfere with or prevent Company, in its opinion, from properly and safely constructing, improving, and maintaining its facilities. Licensee agrees to relocate, alter, or remove said facilities, equipment, parking spaces and areas, and other improvements within thirty (30) days of receiving notice from Company to do so. Such relocation, alteration, or removal will be made at the sole cost and expense of Licensee and at no cost and expense to Company; provided however, should Licensee, for any reason, fail to make such relocation, alteration, or removal, Company retains the right to enter upon the Lands and make said relocation, alteration, or removal of Licensee’s facilities, equipment, parking spaces and areas, and other improvements and Licensee hereby agrees to immediately reimburse Company for all of its costs and expense incurred in connection therewith upon demand.

3. Licensee agrees that it will not use the Lands in any manner which, in the opinion of Company, may tend to interfere with Company’s use of the Lands or may tend to cause a hazardous condition to exist. Licensee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act (“CERCLA”) (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed on, under, transported across or stored on the Lands, which restricts, impairs, interferes with, or hinders the use of the Lands by Company or the exercise by Company of any of its rights thereto. Licensee agrees further that in the event it should create a hazardous

condition, then upon notification by Company, Licensee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation; provided however that the Company retains the right to enter upon the Lands and correct any such condition or situation at any time and, by its execution hereof, Licensee hereby agrees to indemnify and hold harmless Company from all loss, damage or injury resulting from Licensee's failure to comply with the provisions of this Agreement.

4. Licensee hereby agrees and covenants to prohibit its agents, employees, and contractors from using any tools, equipment, or machinery on the Lands capable of extending greater than fourteen (14) feet above existing grade and further agrees that no dynamite or other explosives shall be used within the Lands and that no alteration of the existing terrain, including the use of the Lands by Licensee as provided herein, shall be made which will result in preventing Company access to its facilities located within said Lands. Unless otherwise provided herein, Licensee agrees to maintain a one hundred and fifty (150) foot wide area, clear of any activities, with a lineal measurement of seventy five (75) feet on each side of the centerline of Company's existing and planned facilities.

5. Licensee understands and agrees that the planting of trees, shrubs, and other foliage capable of exceeding fourteen (14) feet in height at full maturity is not permitted within Company's Lands.

6. Outdoor lighting installed or to be installed upon the Lands by Licensee are not to exceed a height of fourteen (14) feet above existing grade and all poles or standards supporting light fixtures are to be of a non-metallic material.

7. Sprinkler systems installed or to be installed by Licensee upon the Lands are to be constructed of a non-metallic material and sprinkler heads are to be set so the spray height does not exceed fourteen (14) feet above existing grade and does not make contact with any Company's facilities. Aboveground systems shall not be installed within or across Company patrol or finger roads and underground systems crossing said patrol and finger roads are to be buried at a minimum depth of one (1) foot below existing road grade.

8. Licensee agrees to warn its employees, agents, contractors and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by Company within the Lands are of high voltage electricity and agrees to use all safety and precautionary measures when working under or near Company's facilities. Licensee hereby acknowledges the receipt and required execution of Form 360, a copy of which is attached hereto as Exhibit C, prior to the commencement of any construction within the Lands.

9. Licensee agrees, at all times, to maintain and keep the Lands clean and free of debris. Except as provided herein, Licensee further understands and agrees that certain uses of the Lands are specifically prohibited; such uses include but are not limited to recreational purposes, hunting and camping, and Licensee agrees to notify its employees, agents, contractors, and invitees accordingly.

10. The use of the Lands by Licensee shall be at the sole risk and expense of Licensee, and Company is specifically relieved of any responsibility for damage or loss to Licensee or other persons resulting from Company's use of the Lands for its purposes.

11. Notwithstanding any provision contained herein to the contrary, Licensee agrees to reimburse Company for all cost and expense for any damage to Company's facilities resulting from Licensee's use of the Lands and agrees that if, in the opinion of Company, it becomes necessary as a result of Licensee's use of the Lands for Company to relocate, rearrange or change any of its facilities, to promptly reimburse Company for all cost and expense involved with such relocation, rearrangement or change.

12. Licensee agrees it will exercise its privileges hereunder at its own sole risk and agrees subject to the limitations contained in Section 768.28, Florida Statutes, if applicable, to indemnify and save harmless Company, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees

(collectively, the "FPL Entities"), from all liability, loss, cost, and expense, including attorneys' and paralegals' fees and court costs at all trial and appellate levels, which may be sustained by FPL Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property, arising out of or in connection with the herein described purposes by Licensee, its contractors, agents, or employees; and Licensee agrees subject to the limitations contained in Section 768.28, Florida Statutes, if applicable, to defend at its sole cost and expense and at no cost and expense to FPL Entities any and all suits or action instituted against FPL Entities, for the imposition of such liability, loss, cost and expense.

13. Licensee shall, and shall cause each of Licensee's contractors and subcontractors performing work in connection with the project during the period of this Agreement, to procure and maintain at Licensee's and such contractors' and subcontractors' sole expense, the following minimum insurance, with insurers with a rated "A-, VII" or higher by A.M. Best's Key Rating Guide (i) General Liability insurance with limits of \$3,000,000 for bodily injury or death of person(s) and property damage per occurrence, which shall insure against obligations assumed by Licensee in indemnity provision set forth in Section 12 above, (ii) Workers' Compensation Insurance for statutory obligations imposed by applicable laws, (iii) Employers' Liability Insurance with limits of \$1,000,000 for bodily injury per accident, by disease per policy and disease per employee and, (iv) Automobile Liability Insurance which shall apply to all owned, non-owned, leased and hired automobiles with limits of \$1,000,000 combined single limit. Except for the Workers' Compensation Insurance, License shall name Company as an additional insured and provide for a waiver or subrogation in favor of Company. Upon execution of this Agreement, License shall provide evidence of the required insurance coverage in the form of an ACORD certificate to Company evidencing that said policy of insurance is in force and will not be cancelled or non-renewed so as to affect the interests of Company until thirty (30) days written notice has been furnished to Company. Upon request, copies of policies will be furnished to Company by Licensee. Licensee understands and agrees that the use of the Lands for the purposes described herein is expressly contingent upon acceptance and compliance with the provisions contained herein.

Licensee shall be responsible for managing and administering all insurance policies required hereunder, including the payment of all deductibles and self-insured retention amounts, the filing of all claims and the taking of all necessary and proper steps to collect any proceeds on behalf of the relevant insured person or entity. Licensee shall at all times keep Company informed of the filing and progress of any claim. If Licensee shall fail to perform these responsibilities, Company may take such action as it determines appropriate under the circumstances. In the event Licensee collects proceeds on behalf of other persons or entities, it shall ensure that these are paid directly from the insurers to the relevant person or entity and, in the event that it receives any such proceeds, it shall, unless otherwise directed by Company, pay such proceed to such party forthwith and prior thereto, hold the same in trust for the recipient.

Nothing in this Section shall be deemed to limit Licensee's liability under this Agreement regardless of the insurance coverages required hereunder. No limitation of liability provided to Licensee under this Agreement is intended nor shall run to the benefit of any insurance company or in any way prejudice, alter, diminish, abridge or reduce, in any respect, the amount of proceeds of insurance otherwise payable to Company under coverage required to be carried by Licensee under this Agreement, it being the intent of the parties that the full amount of insurance coverage bargained for be actually available notwithstanding any limitation of liability contained in this Agreement, if any. Company assumes no responsibility for the solvency of any insurer or the failure of any insurer to settle any claim. In the event that the Licensee self-insures, Licensee shall provide Company with a letter of self-insurance in form and substance satisfactory to Company's Risk Management Department. Licensee's contractors and sub-contractors may not self-insure. This Section shall survive the expiration or earlier termination of this Agreement

14. This Agreement will become effective upon execution by Company and Licensee and will remain in full force and effect until completion of Licensee's use of the Lands pursuant to this Agreement, unless earlier terminated upon ninety (90) days written notice by Company to Licensee, or at the option of

Company, immediately upon Licensee failing to comply with or to abide by any or all of the provisions contained herein.

15. The use granted herein as shown on Exhibit B shall be under construction by Licensee within one (1) year of the effective date of this Agreement and the construction shall be diligently pursued to completion. Licensee shall give Company ten (10) days prior written notice of its commencement of construction. "Under construction" means the continuous physical activity of placing the foundation or continuation of construction above the foundation of any structure or improvement permitted hereunder. Under construction does not include application for or obtaining a building permit, a site plan approval or zoning approval from the appropriate local government agency having jurisdiction over the activity, purchasing construction materials, placing such construction materials on the site, clearing or grading the site (if permitted) in anticipation of construction, site surveying, landscaping work or reactivating construction after substantially all construction activity has remained stopped for a period of two (2) months or more. Licensee acknowledges that failure to have the use under construction within the one (1) year time period will result in immediate termination of this Agreement in accordance with Section 14 above for failing to comply with the provisions contained herein unless Licensor grants a written extension for a mutually agreed upon time. Any request for an extension of time shall be submitted in writing by Licensee no later than thirty (30) days prior to the expiration of the one (1) year period for the project to be under construction.

16. The term "Licensee" shall be construed as embracing such number and gender as the character of the party or parties require(s) and the obligations contained herein shall be absolute and primary and shall be complete and binding as to each, including its successors and assigns, upon this Agreement being executed by Licensee and subject to no conditions precedent or otherwise.

17. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

18. In the event of any litigation arising out of enforcement of this Agreement, the prevailing party in such litigation shall be entitled to recovery of all costs, charges and expenses of enforcement, including reasonable attorneys' and paralegals' fees and court costs at all trial and appellate levels.

19. This Agreement constitutes the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be changed or waived except by an instrument in writing and executed by both Licensee and Company.

20. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida.

21. This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same agreement.

22. This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Licensee and Company have contributed substantially and materially in the negotiation and preparation of this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits, schedules, addendums or amendments hereto.

23. Licensee may assign its rights and obligations under this Agreement to a solvent party upon prior written consent of Company.

24. Licensee agrees that any review or approval by Company of the plans and/or specifications submitted by Licensee attached hereto as **Exhibit B**, the approval of the identity of any contractors, subcontractors and materialmen, or the delivery by Company of any construction specifications to Licensee, is solely for the purpose of processing this Agreement, and without any representation or warranty whatsoever to Licensee with respect to the adequacy, correctness or efficiency thereof or otherwise and it is understood that such Company's approval does not absolve Licensee of any liability hereunder. Further, Licensee, in connection with the construction, maintenance and/or removal of improvements depicted on **Exhibit B** to this Agreement, agrees to observe and fully comply with all construction, operation and maintenance standards, as well as all applicable laws, rules and regulations of the United States, the State of Florida, and all agencies and political subdivisions thereof, including without limitation, the National Electrical Safety Code and the Occupational Safety & Health Administration regulations, standards, rules, registers, directives or interpretations.

25. This Agreement includes and is subject to the provisions described on the attached Addendum.

The parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witnesses:

**COMPANY:**

**FLORIDA POWER & LIGHT COMPANY,**  
a Florida corporation

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_

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

Witnesses:

**LICENSEE: CITY OF PALM COAST**

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_

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

(Corporate Seal)

## Exhibit "A"

### Legal Description

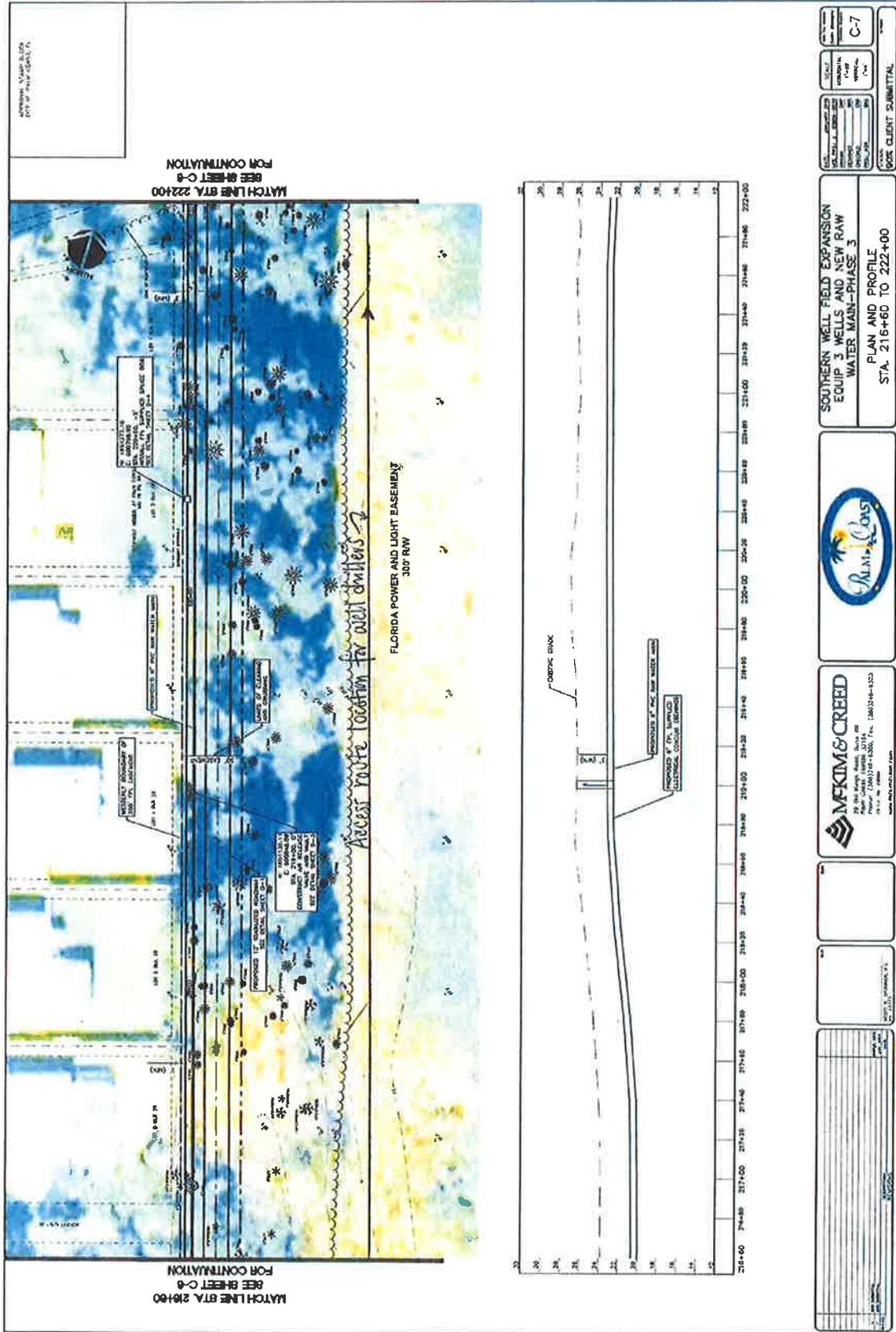
A portion of Sections 28 and 33, Township 12 South, Range 31 East, Flagler County, Florida. Said lands more particularly shown on Exhibit "B" attached hereto.







# EXHIBIT "B"















# EXHIBIT "C"

## NOTIFICATION OF FPL FACILITIES

Customer/Agency \_\_\_\_\_  
 Developer/Contractor Name \_\_\_\_\_  
 Location of Project \_\_\_\_\_  
 FPL Representative \_\_\_\_\_  
 Developer/Contractor Representative \_\_\_\_\_

Date of Meeting/Contact: \_\_\_\_\_  
 Project Number/Name: \_\_\_\_\_  
 City: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 FPL Work Request #/Work Order #: \_\_\_\_\_

FPL calls your attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this project. It is imperative that you visually survey the area and that you also take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to FPL's power lines than the OSHA-prescribed limits. If it will, you must either re-design your project to allow it to be built safely given the pre-existing power line location, or make arrangements with FPL to either deenergize and ground our facilities, or relocate them, possibly at your expense. **You must do this before allowing any construction near the power lines.** It is impossible for FPL to know or predict whether or not the contractors or subcontractors, and their employees, will operate or use cranes, digging apparatus or other mobile equipment, or handle materials or tools, in dangerous proximity to such power lines during the course of construction, and, if so, when and where. Therefore, if it becomes necessary for any contractor or subcontractor, or their employees, to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, you and any such contractor or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. **Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented.**

The National Electrical Safety Code ("NEESC") prescribes minimum clearances that must be maintained. If you build your structure so that those clearances cannot be maintained, you may be required to compensate FPL for the relocation of our facilities to comply with those clearances. As such, you should contact FPL prior to commencing construction near pre-existing underground or overhead power lines to make sure that your proposed improvement does not impinge upon the NESC clearances.

It is your responsibility and the responsibility of your contractors and subcontractors on this project to diligently fulfill the following obligations:

1. Make absolutely certain that all persons responsible for operating or handling cranes, digging apparatus, draglines, mobile equipment or any equipment, tool, or material capable of contacting a power line, are in compliance with all applicable state and federal regulations, including but not limited to U.S. Department of Labor OSHA Regulations, while performing their work.
2. Make sure that all cranes, digging apparatus, draglines, mobile equipment, and all other equipment or materials capable of contacting a power line have attached to them any warning signs required by U.S. Department of Labor OSHA Regulations.
3. Post and maintain proper warning signs and advise all employees, new and old alike, of their obligation to keep themselves, their tools, materials and equipment away from power lines per the following OSHA minimum approach distances (refer to OSHA regulations for restrictions):

<u>*Power Line Voltages</u>	<u>**Personnel and Equipment</u> (29 CFR 1910.333 and 1926.600)	<u>Cranes and Derricks</u> (29 CFR 1926.1407, 1408)	<u>Travel under or near Power Lines (on construction sites, no load)</u>	
			(29 CFR 1926.600 - Equipment)	(1926.1411 - Cranes and Derricks)
0 - 750 volts	10 Feet	10 Feet	4 Feet	4 Feet
751 - 50,000 volts	10 Feet	10 Feet	4 Feet	6 Feet
69,000 volts	11 Feet	15 Feet	10 Feet	10 Feet
115,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
138,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
230,000 volts	16 Feet	20 Feet	10 Feet	10 Feet
500,000 volts	25 Feet	25 Feet	16 Feet	16 Feet

\*When uncertain of the voltage, maintain a distance of 20 feet for voltages up to 350,000 volts and 50 feet for voltages greater than 350,000 volts.

\*\*For personnel approaching insulated secondary conductors less than 750 volts, avoid contact (Maintain 10 Feet to bare energized conductors less than 750 volts). For qualified personnel and insulated aerial lift equipment meeting requirements of 29 CFR 1910.333, distances may be reduced to those shown in 29 CFR 1910.333 Table S-5.

4. All excavators are required to contact the Sunshine State One Call of Florida, phone number 1-800-432-4770 or 811 a minimum of two working days (excluding weekends) in advance of commencement of excavation to ensure facilities are located accurately.
5. Conduct all locations and excavations in accordance with the Florida Statute 556 of the Underground Facilities Damage Prevention & Safety Act and all local city and county ordinances that may apply.
6. When an excavation is to take place within a tolerance zone, an excavator shall use increased caution to protect underground facilities. The protection requires hand digging, pot holing, soft digging, vacuum methods, or similar procedures to identify underground facilities.

A copy of this notification must be provided by you to each contractor and subcontractor on this project, to be shared with their supervision and employees prior to commencing work on this project.

\_\_\_\_\_  
 Means by which this notification was provided to customer and/or contractor

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 FPL Representative Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Customer/Developer/Contractor Representative Signature

\_\_\_\_\_  
 Date

# City of Palm Coast, Florida

## Agenda Item

Agenda Date : 07/31/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	3910	<b>Account</b>
		<b>#</b>
<b>Subject</b>	RESOLUTION 2018-XX APPROVING A REAL ESTATE EXCHANGE AGREEMENT WITH PALM WAGAS IV, LLC FOR RIGHT-OF-WAY ALONG BULLDOG DRIVE	
<b>Background :</b>	<p>On March 20, 2018, the City Council approved a rezoning for the Palm Town Center MPD (Ordinance No. 2018-8), which was a proposed 9.09+/-acre commercial project located in the NE corner of SR 100 and Bulldog Drive. Attached to the MPD development agreement was Exhibit "C" – Phase 1 Preliminary Site Plan for a 6,119 sq. ft. Wawa convenience store with gas pumps. The convenience store was located on a very tight site with Bulldog Drive located along its west boundary and Midway Drive located along its east boundary. The City Council also approved on March 20, 2018 (Resolution 2018-37) for the partial vacation of Midway Drive, which transferred the westerly 24 feet of this right-of-way to the adjacent property owner, Palm Wagas IV, LLC.</p> <p>After approval of the Palm Town Center MPD, Palm Wagas IV, LLC the owner of Phase 1 of this MPD applied for a Technical Site Plan with engineering details for the convenience store site. This drawing included improvements to Midway Drive. Since the proposed pavement for Midway Drive was increased in elevation over the existing unimproved roadway the applicant's engineer was unable to provide new driveways for the owners of the five lots along the east side of Midway Drive without a temporary construction easement along the westerly fifteen feet of those lots. This easement would have allowed the driveways to be designed and constructed by Palm Wagas IV, LLC at a slope that would meet City development standards However, the neighboring property owners were uncooperative in providing those temporary easements across the westerly portion of their lots.</p> <p><u>Analysis:</u></p> <p>Community Development staff has worked with the applicant in coming up with an alternative plan so the convenience store can still be constructed without negatively impacting the neighboring properties. This involves moving the improvements for the convenience store and the Midway Drive roadway pavement about 15 to 20 feet to the west. This would allow the driveways serving the neighbors to the east to be constructed at a gradual drop in grade within the Midway Drive right-of-way and meet City development standards.</p> <p>To accomplish this relocation of the planned improvements, Palm Wagas IV, LLC proposes to transfer approximately 6,468 square feet of land adjacent to the Midway Drive to the City with the City giving approximately 7,366 square feet of excess right-of-way along Bulldog Drive to Palm Wagas IV, LLC. Palm Wagas IV, LLC has additionally agreed to construct an additional 260 feet of sidewalk along the east side of Bulldog Drive in addition to widening the previously agreed to 1250 feet of sidewalk from 6 feet to 8 feet.</p>	

**Recommended Action :**

Adopt Resolution 2018-XX approving a real estate agreement with Palm Wagas IV, LLC for right-of-way along Bulldog Drive.

**RESOLUTION 2018-\_\_\_\_**  
**LAND EXCHANGE WITH PALM WAGAS IV, LLC**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE REAL ESTATE EXCHANGE AGREEMENT BETWEEN THE CITY OF PALM COAST AND PALM WAGAS IV, LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Palm Coast desires to exchange land with Palm Wagas IV, LLC, for the purposes of providing sufficient right-of-way along Midway Drive so driveways serving lots on the east side of Midway Drive have sufficient area to provide driveway slopes meeting the City’s development standards; and

**WHEREAS**, Palm Wagas IV, LLC also desires to enter into an agreement with the City of Palm Coast for said purpose.

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

**SECTION 1. APPROVAL OF AGREEMENT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the real estate exchange agreement with Palm Wagas IV, LLC, as attached hereto and incorporated herein by reference as Exhibit “A”.

**SECTION 2. AUTHORIZING 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 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 7th day of August 2018.

**CITY OF PALM COAST, FLORIDA**

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

*ATTEST:*

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

Attachment: Exhibit "A" – Real Estate Exchange Agreement with Palm Wagas IV, LLC

Approved as to form and legality

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

## REAL ESTATE EXCHANGE AGREEMENT

**THIS REAL ESTATE EXCHANGE AGREEMENT (“Agreement”)** is made by and between the **City of Palm Coast**, a Florida municipal corporation (“**City**”), whose post office address is 160 Lake Ave., Palm Coast, Florida 32164, and **Palm Wagas IV, LLC**, a Florida limited liability company (“**Palm Wagas**”), whose post office address is 7940 Via Dellagio Way, Suite 200, Orlando, FL 32819, (together “**Parties**” or individually “**Party**”).

### RECITALS

**WHEREAS**, the City owns an undeveloped parcel of approximately 7,366+/- square feet adjacent to property owned by Palm Wagas, which Palm Wagas would like to acquire;

**WHEREAS**, Palm Wagas currently owns an undeveloped parcel which includes approximately 6,468+/- square feet of land which was previously part of the Midway Drive right-of-way but which was vacated and became Palm Wagas’s property, and which the City would like to return to right-of-way;

**WHEREAS**, Palm Wagas has agreed to construct an 8-foot wide sidewalk along the east side of Bulldog Drive approximately 260 feet further north than was previously agreed to in the Palm Town Center MPD Agreement;

**WHEREAS**, the Parties acknowledge that it is beneficial to exchange these properties of approximately equal size and value (with the value to the City including the expansion of the sidewalk along Bulldog Drive) to better plan for the development of the Town Center, and for the benefit of the public;

**WHEREAS**, the Parties acknowledge that time is of the essence in consummating this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants contained, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree:

1. **Recitals.** The Parties agree that the recitals are true and correct, and are made and incorporated by this reference.
2. **Definitions.**
  - A. “City Exchange Property” means an approximate 7,366+/- square feet parcel adjacent to the Palm Wagas Exchange Property along its western side. A graphic depiction of the property and a legal description are shown as Parcel 1 in **Exhibit “1”**.
  - B. “Palm Wagas Exchange Property” means an approximate 6,468+/- square feet parcel which is adjacent to the Midway Drive right-of-way. A graphic depiction and legal description of the property is shown as Parcel 2 in **Exhibit “2”**.
  - C. “Exchange Property” means both the City of Palm Coast Exchange Property and the Palm Wagas Exchange Property.
  - D. “Sidewalk Extension” means the extension by Palm Wagas, at its sole expense, of an 8-foot wide sidewalk along the east side of Bulldog Drive extending an additional 260 feet northward

from what was agreed to in the Palm Town Center MPD Agreement and with the 8-foot wide sidewalk extending southward all the way to the existing sidewalk located along the north side of SR 100.

E. “Exchange Value” means the City Exchange Property in return for the Palm Wagas Exchange Property and Sidewalk Extension.

**3. Property Interests to be Conveyed/Granted by Palm Wagas (Palm Wagas Exchange Property).**

Palm Wagas shall convey, by Quitclaim Deed, the Palm Wagas Exchange Property to the City, free and clear of any and all liens and encumbrances, subject only to taxes for the year of closing, and matters disclosed in the title evidence accepted by City. City will incorporate the parcel into the Midway Drive right-of-way. This deed is attached as **Exhibit “3.”** Palm Wagas shall construct the Sidewalk Extension in order to be eligible for a Certificate of Occupancy for any building on any undeveloped property owned by Palm Wagas.

**4. Property Interests to be Conveyed/Granted by City (City Exchange Property).** City shall convey City Exchange Property to Palm Wagas by Quitclaim Deed. Such conveyance will be free and clear of any and all liens and encumbrances, subject only to taxes for the year of closing, and matters disclosed in the title evidence accepted by Palm Wagas. The deed is attached as **Exhibit “4”**.

**5. Value of Exchange.** Palm Wagas and City agree that the conveyances listed in Section 3 above from Palm Wagas to City, and the conveyances listed in Section 4 above from City to Palm Wagas, are of equal value.

**6. Conditions to Closing.** The obligation of each Party to consummate the Closing contemplated is subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part in writing by the Party benefited by the condition). If any of the following conditions are not satisfied, the Party benefited by such unsatisfied condition may terminate this Agreement by giving the other Party written notice:

A. **Correctness of Representations and Warranties.** The representations and warranties of the Parties are true on and as of Closing with the same force and effect as if such representations and warranties had been first made on and as of Closing.

B. **Compliance by Parties.** The Parties shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Agreement to be performed, observed, and complied with by it prior to or as of Closing.

C. The complete execution of this Agreement and the approval of this Agreement by the City Council of the City of Palm Coast at a public meeting, pursuant to § 166.045, Fla. Stat.

**7. Warranties and Representations.** Palm Wagas makes the following warranties, representations and covenants to City with respect to the conveyance of the property interest noted in Section 3 above, and City makes the following warranties, representations and covenants to Palm Wagas with respect to the conveyance of the property interest noted in Section 4 above and in such capacity each is a “Representing Party,” and which warranties, representations and covenants shall survive Closing.

- A. **Marketable Title.** The Parties have good and insurable title to the Exchange Property free and clear of all mortgages, liens, encumbrances, leases, tenancies, security interests, covenants, conditions, restrictions, rights-of-way, easements, reservations, judgments, lis pendens and other matters affecting title, provided that Palm Wagas acknowledges the easement along the southern boundary of the City Exchange Property as depicted on **Exhibit “6”** and labeled “CDD Easement” to provide the The Town Center at Palm Coast Community Development District the right to maintain a sign on the CDD Easement.
- B. **No Condemnation Pending or Threatening.** There is no pending or threatened condemnation or similar proceeding affecting any portion of the Exchange Property.
- C. **Authority.** Each Party is duly organized, validly existing and in good standing under the laws of the State of Florida and of the United States. The individuals executing this Agreement have full and lawful authority to bind and obligate their corporation to perform its obligations under this Agreement.
- D. **Foreign Person or Entity.** Neither Party is a “foreign person” or “disregarded entity” as contemplated by Section 1445 of the Code. Neither Party nor any of its affiliates is a person or entity with whom U.S. persons or entities are restricted or prohibited from doing business under any laws, orders, statutes, regulations or other governmental action relating to terrorism or money laundering (including Executive Order No. 13224 effective September 24, 2001, and regulations of the Office of Foreign Asset Control of the Department of the Treasury) (“Blocked Persons”), and, to the best of each Party’s knowledge, neither it nor any of its affiliates engage in any dealings or transactions with any Blocked Person or is otherwise associated with a Blocked Person.
- E. **Insolvency.** There has not been filed by or against either Party (including any members of Palm Wagas) a petition in bankruptcy or any other insolvency proceeding, or for the reorganization or appointment of a receiver or trustee, nor has either Party made an assignment for the benefit of creditors, nor filed a petition for arrangement, nor entered into an arrangement with creditors, nor admitted in writing its inability to pay debts as they become due.
- F. **Covenants Pending Closing.** Following the execution of this Agreement and prior to Closing:
  - a. **No Transfers.** Neither Party shall knowingly transfer, sell, assign or otherwise dispose of or pledge, mortgage, hypothecate or otherwise encumber, or lease or sublease all or any portion of their respective Exchange Property, or any interest during the pendency of this Agreement.
  - b. **Insurance.** Each Party shall maintain hazard and liability insurance in amounts not less than the amount currently carried regarding their respective Exchange Property and all such policies shall be kept in full force and effect until Closing.

## 8. Access, Investigations and Inspections.

- A. Palm Wagas and Palm Wagas’s authorized representatives are granted the free right and privilege, at Palm Wagas’s sole expense, to enter upon the City Exchange Property at reasonable times during the Inspection Period to make such surveys and conduct such soils tests, hydrology tests, percolation tests, environmental tests and other engineering and

environmental tests or investigations as Palm Wagas may desire. Palm Wagas indemnifies City against all liability, damage, claim, cost and expense resulting therefrom, or suffered or incurred by City because of any exercise of such right of entry by Palm Wagas and Palm Wagas's agents or consultants on Palm Wagas's behalf, including, without limitation, any damage to property, injury to or death of persons and any mechanic's or professional liens arising therefrom, except that Palm Wagas shall have no responsibility to City, and Palm Wagas and Palm Wagas's agents, employees, representatives, contractors, successors and assigns are released from liability, for any damages arising out of existing environmental conditions or subterranean structures or utilities that were known to City and not previously disclosed to Palm Wagas. City shall promptly deliver to Palm Wagas any information (any surveys, plans, reports, test results, permits, tank registrations, listings of agricultural chemicals used or title insurance policies) City has within City's knowledge or control or of which City is aware regarding the condition of the City Exchange Property and/or any structures or utilities that may be present on the City Exchange Property. Palm Wagas will not allow agents to place a lien on City Exchange Property.

- B. City and City's respective authorized representatives are granted the free right and privilege, at such City's sole expense, to enter upon the Palm Wagas Exchange Property at reasonable times during the Inspection Period after reasonable prior notice to Palm Wagas to make such surveys and conduct such soils tests, hydrology tests, percolation tests, environmental tests and other engineering and environmental tests or investigations as City may desire. Up to the monetary limits of Fla. Stat. 768.28, City indemnifies Palm Wagas against all liability, damage, claim, cost and expense resulting from exercising City's right, or suffered or incurred by Palm Wagas because of any exercise of such right of entry by City and City's agents or consultants on City's behalf, including without limitation, any damage to property, injury to or death of persons, and any mechanic's or professional liens arising therefrom, not to include incidental or consequential damages, such as lost profits. City and City's agents, employees, representatives, contractors, successors and assigns are released from liability, for any damages arising out of existing environmental conditions or subterranean structures or utilities that were known to Palm Wagas and not previously disclosed to City. Palm Wagas shall promptly deliver to City any information (any surveys, plans, reports, test results, permits, tank registrations, listings of agricultural chemicals used or title insurance policies) Palm Wagas has within Palm Wagas's knowledge or control or of which Palm Wagas is aware regarding the condition of the Palm Wagas Exchange Property and/or any structures or utilities that may be present on the Palm Wagas Exchange Property. Nothing in this paragraph constitutes a waiver of the City's sovereign immunity.
- C. **Inspection Period.** The Parties shall have until the date of Closing (herein the "Inspection Period") in which to conduct an investigation of the Exchange Property, including, by way of illustration and not in limitation and subject to Sections 8 A and B above: inspections as to the physical condition of the Exchange Property, investigation of 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 Exchange Property which the parties may deem necessary or relevant to the Exchange Property. Should either party for any reason become dissatisfied or concerned with the result of any such investigation, search, inquiry or report as contemplated hereby, then either party may, prior to the expiration of the Inspection Period, terminate this Agreement by written notice thereof.

## 9. Provisions Regarding Closing.

- A. Closing Date.** The transaction contemplated by this Agreement shall be closed (the "**Closing**"), and the exclusive possession of the respective properties, free of all occupants, shall be delivered to Palm Wagas and City at Closing. The Closing shall be on or before September 28, 2018.
- B. Evidence of Title as to Property to be Conveyed to Palm Wagas by City.** Palm Wagas, at its option and expense and within thirty (30) days from the Effective Date, may obtain a title insurance commitment (the "Title Commitment") to issue an ALTA Owner's Title Insurance Policy from a title insurance company acceptable to Palm Wagas (the "Title Insurance Company") in the amount equal to \$10,000, naming Palm Wagas as the proposed insured. The Title Commitment shall show good, marketable and insurable fee simple title to the City Exchange Property to be vested in City; liens, encumbrances, exceptions and qualifications which will not interfere with or impair the City Exchange Property's use; exceptions permitted by the provisions of this Agreement, including for the CDD Sign easement; and those exceptions which are capable of and are actually to be discharged by City at or before Closing (all other exceptions to title being deemed title defects for purposes of this Agreement). 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, Palm Wagas shall, within ten (10) days from the date it receives the Title Commitment, notify City in writing to that effect specifying the defects. City shall have twenty (20) days from the receipt of Palm Wagas's notice specifying the title defects to cure the defects, and if after said period City shall not have cured the defects, or if City 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 Palm Wagas's satisfaction, Palm Wagas shall have the option of (i) accepting the title "as is" or (ii) terminating the Agreement, after which Palm Wagas and City shall each be released from all further obligations to each other respecting matters arising from this Agreement.
- C. Evidence of Title as to Property to be Conveyed to City by Palm Wagas.** City, at its option and expense and within thirty (30) days from the Effective Date, may obtain a title insurance commitment (the "Title Commitment") to issue an ALTA Owner's Title Insurance Policy from a title insurance company acceptable to City (the "Title Insurance Company") in the amount equal to \$10,000, naming City as the proposed insured. The Title Commitment shall show good, marketable and insurable fee simple title to the Palm Wagas Exchange Property to be vested in Palm Wagas; liens, encumbrances, exceptions and qualifications which will not interfere with or impair the Property's use; exceptions permitted by the provisions of this Agreement; and those exceptions which are capable of and are actually to be discharged by Palm Wagas at or before Closing (all other exceptions to title being deemed title defects for purposes of this Agreement). 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, City shall, within ten (10) days from the date it receives the Title Commitment, notify Palm Wagas in writing to that effect specifying the defects. Palm Wagas shall have twenty (20) days from the receipt of City's notice specifying the title defects to cure the defects, and if after said period Palm Wagas shall not have cured the defects, or if Palm Wagas 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 City's satisfaction, City shall have the option of (i) accepting the title "as is" or (ii) terminating the Agreement, after which Palm Wagas and City shall each be released from all further obligations to each other respecting matters arising from this Agreement.
- D. Survey of Property to be Conveyed to Palm Wagas by City.** Palm Wagas may, at its option and expense, obtain a survey of the City Exchange Property (the "City Exchange Property Survey") prepared by a licensed Florida land surveyor within the last thirty (30) days before Closing, or in

the alternative, an update of an earlier survey re-dated to a point in time within the last thirty (30) days which complies with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys adopted in 2011. If the City Exchange Property Survey shows any encroachments onto the City Exchange Property or improvements located outside its boundaries, or encroachments by improvements principally located on the City Exchange Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the City Exchange Property, or if it is apparent that the City Exchange Property violates existing title covenants or applicable zoning laws or ordinances, Palm Wagas shall notify City in writing to that effect, specifying the defects. City shall have until thirty (30) days from receipt of Palm Wagas's notice specifying the City Exchange Property Survey defects in which to cure such defects. If after said period, City shall not have cured the defects, or if City shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing, Palm Wagas shall have the option of (i) accepting the condition of the City Exchange Property as disclosed in the City Exchange Property Survey in an "as is" condition, or (ii) terminating the Agreement, after which Palm Wagas and City shall each be released from all further obligations to each other respecting matters arising from this Agreement.

- E. Survey of Property to be Conveyed to City by Palm Wagas.** City may, at its option and expense, obtain a survey of the Palm Wagas Exchange Property (the "Palm Wagas Exchange Property Survey") prepared by a licensed Florida land surveyor within the last thirty (30) days before closing, or in the alternative, an update of an earlier survey re-dated to a point in time within the last thirty (30) days which complies with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys adopted in 2011. If the Palm Wagas Exchange Survey shows any encroachments onto the Palm Wagas Exchange Property or improvements located outside its boundaries, or encroachments by improvements principally located on the Palm Wagas Exchange Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the Palm Wagas Exchange Property, or if it is apparent that the Palm Wagas Exchange Property violates existing title covenants /or applicable zoning laws or ordinances, City shall notify Palm Wagas in writing to that effect, specifying the defects. Palm Wagas shall have until thirty (30) days from receipt of City's notice specifying the Palm Wagas Exchange Survey defects in which to cure such defects. If after said period, Palm Wagas shall not have cured the defects, or if Palm Wagas shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing, City shall have the option of (i) accepting the condition of the Palm Wagas Exchange Property as disclosed in the Palm Wagas Exchange Property Survey in an "as is" condition, or (ii) terminating the Agreement, after which Palm Wagas and City shall each be released from all further obligations to each other respecting all matters arising from this Agreement.
- F. City's Closing Documents.** At Closing, City shall execute, acknowledge (where appropriate) and deliver to Palm Wagas the following, each dated as of Closing:
1. A Quitclaim Deed conveying City Exchange Property. **Exhibit "3."**
  2. An owner's affidavit regarding liens, judgments, residence, tax liens, bankruptcies, and parties in possession, survey or materialmen's liens and other matters affecting title to City Exchange Property Land.
  3. A transferor's certification statement that City is not a "foreign person," "foreign partnership," "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.
  4. Any appropriate required federal income tax reporting form.
  5. Evidence of City's authority to consummate the Exchange in a form reasonably acceptable to Palm Wagas and the Title Company.

6. Such other executed affidavits, documents, agreements or assignments as may reasonably be required by the Parties, the Title Company or Closing Agent.

**G. Palm Wagas's Closing Documents.** At Closing, Palm Wagas shall execute, acknowledge (where appropriate) and deliver to City the following, each dated as of Closing:

1. A Quitclaim Deed conveying the Palm Wagas Exchange Property. **Exhibit "4"**.
2. An owner's affidavit regarding liens, judgments, residence, tax liens, bankruptcies, and parties in possession, survey or materialmen's liens and other matters affecting title to Palm Wagas Exchange Property.
3. Any appropriate required federal income tax reporting form.
4. Evidence of Palm Wagas's authority to consummate the Exchange in a form reasonably acceptable to City of Palm Coast and the Title Company.
5. A transferor's certification statement that Palm Wagas is not a "foreign person," "foreign partnership," "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.
6. Such other executed affidavits, documents, agreements or assignments as may reasonably be required by the Title Company.

**H.** The parties shall accept title subject to the matters contained in this Agreement, including the following:

1. Any taxes and assessments for the remainder of the year of closing and subsequent years;
2. Laws, ordinances, zoning restrictions, prohibitions and regulations of competent government authorities;
3. Covenants, declarations, easements and restrictions of record; and
4. Facts that would be disclosed by a personal inspection.

**I. Closing Costs.** Palm Wagas shall pay documentary stamp taxes and recording fees for the Palm Wagas Exchange Property and its attorneys' fees. City shall pay documentary stamp taxes and recording fees on City Exchange Property and its attorneys' fees. Any costs associated with corrective instruments related to the Palm Wagas Exchange Property shall be paid for by Palm Wagas. Any costs associated with corrective instruments related to City Exchange Property shall be paid for by City.

**J. Property and Transfer Taxes.** Palm Wagas shall be responsible for real estate and personal property taxes owing for the Palm Wagas Exchange Property for the tax years prior to the 2018 calendar year, if any, and for the portion of the 2018 calendar year during which Palm Wagas owned the Palm Wagas Exchange Property (*i.e.*, Palm Wagas shall be responsible for real estate and personal property taxes owing for the period beginning on January 1, 2018 and ending (but not including) on the date of Closing). City is exempt from payment of taxes by applicable law. The Closing Agent shall ensure compliance with Florida Statute 196.295 at Closing.

**K. Conditions to Closing.**

1. The obligations of City shall be subject to satisfaction of the following conditions precedent to Closing:
  - a. No representation or warranty of Palm Wagas contained in this Agreement shall be inaccurate in any material respect; and

- b. Palm Wagas's delivery of Palm Wagas's Closing documents.
2. If any conditions precedent shall remain unsatisfied as of Closing, then the obligations of City shall, at the sole election of City, cease upon delivery of written notice to Palm Wagas of City's election to terminate this Agreement. If City elects to terminate this Agreement, the Parties shall be relieved of their respective obligations (except to the extent such obligations specifically survive such termination).
  3. The obligations of Palm Wagas shall be subject to satisfaction of the following conditions precedent on and before Closing :
    - a. No representation or warranty of City contained in this Agreement shall be inaccurate in any material respect; and
    - b. City's delivery of City's Closing documents.
    - c. Palm Wagas shall fully comply with the provisions of Section 286.23, Florida Statutes by executing and delivering an Affidavit in the form of the Affidavit of Interest in Real Property - Florida Statute 286.23, a copy of which is attached hereto as **Exhibit "5."**
  4. If any conditions precedent shall remain unsatisfied as of Closing, then the obligations of Palm Wagas shall, at the election of Palm Wagas, cease upon delivery of written notice to City of Palm Wagas's election to terminate. If Palm Wagas elects to terminate this Agreement, the Parties shall be relieved of their respective obligations (except to the extent such obligations specifically survive such termination).
- 10. Provisions Regarding Default.** If either Party defaults in any of their respective obligations under this Agreement, the other Party, by notice to such defaulting Party specifying the default and the date on which this Agreement shall terminate (which date shall be not less than thirty (30) days after giving such notice), may terminate this Agreement, and upon such date, and unless the default so specified shall have been cured, this Agreement shall terminate. Each Party also shall have the right to specifically enforce this Agreement, provided that any action is commenced within six (6) months after such right arises. In no event, however, shall either Party be liable to the other Party for any damages under this Agreement.
- 11. Assignment of Contract.** This Agreement may not be assigned by either Party without the other Party's prior consent, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement to any entity that is an affiliate of or controlled by that Party without the other Party's prior consent.
- 12. No Broker/Hold Harmless.** Each Party represents that it has not had dealings with any real estate broker regarding the exchange contemplated by this Agreement. Each Party shall indemnify, defend and hold harmless the other Party from all damages, claims, losses or costs resulting from any claims related to this Agreement that may be asserted against the other Party by any broker with this Agreement.
- 13. Tax Reporting Numbers.** The Parties agree to provide their tax identification numbers to the Title Company prior to Closing.

**14. Processing of Land Use and Development Approvals for Exchange Properties.**

- a. The conditions of the current development approvals for the Exchange Property (Comprehensive Plan Designation, Official Zoning Map, development orders and development permits), will continue to be in full force and effect until such time that such development approvals are amended or modified.
- b. The City and Palm Wagas will cooperate at all times in good faith in the implementation and exercise of Palm Wagas’s development rights and entitlements in the City Exchange Property and with regard to sound developmental practices and procedures. This good faith cooperation by the City and Palm Wagas will extend to the acquisition by Palm Wagas of all necessary local, state and federal permits, development orders, licenses, easements and other approvals or rights in connection with the development of the City Exchange Property in accordance with all applicable land use, zoning, land development, building and construction regulations; provided, however, the City will incur no costs relative to such matters and Palm Wagas will bear any and all costs.

**15. Notices.** Each notice, request, demand, instruction or other document required or permitted to be given shall be in writing and shall be delivered personally (including messenger or courier service with evidence of receipt), sent by depositing it with the United States Postal Service certified or registered mail, return receipt requested, with adequate postage prepaid, or by depositing it with Federal Express or other overnight delivery service from which a receipt may be obtained, addressed to the Parties at their respective addresses set forth below and marked to the designated individual's attention. Each notice shall be effective upon being so deposited, but the time in which a response to any such notice must be given or any action taken with respect thereto shall run from receipt of the notice by the addressee, if delivered personally, two (2) business days after deposit in the mail, if mailed, or one (1) day after deposit with an overnight delivery service, if sent via overnight delivery. Rejection or other refusal by the addressee to accept or the inability of the United States Postal Service to deliver because of a changed address of which no notice was given shall be deemed to be the receipt of the notice sent. Either Party shall have the right from time to time to change the address to which notices to it shall be sent by giving notice to the other Party of the changed address at least ten (10) days prior to such change.

To City: City of Palm Coast  
Attn: City Manager  
160 Lake Avenue  
Palm Coast, Florida 32164  
Tel. 386-986-3700

With a Copy To: William E. Reischmann, Esq.  
City Attorney  
Garganese, Weiss, D’Agresta & Salzman, P.A.  
111 N. Orange Ave., Ste. 2000  
Orlando, FL 32801  
Tel: 407-425-9566

To Palm Wagas: Palm Wagas IV, LLC  
Attn: \_\_\_\_\_

7940 Via Dellagio Way, Suite 200  
Orlando, FL 32819  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_

- 16. Entire Agreement: Modification.** This Agreement with the attached Exhibits embodies and constitutes the entire understanding between the Parties regarding the transaction contemplated. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into and superseded by this Agreement except as noted. No representations, agreements, understandings, warranties or indemnities shall be in force or deemed to exist between the Parties unless noted. Neither this Agreement nor any provision may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the Party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent in such instrument.
- 17. Applicable Law.** This Agreement shall be governed by, and construed under the laws of the State of Florida.
- 18. Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- 19. Binding Effect: Recording of Agreement.** This Agreement shall bind upon and shall inure to the benefit of the Parties and their successors and assigns, provided that no assignment shall be made except as noted under Section 11 above. This Agreement shall not be recorded.
- 20. Counterparts.** This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting the same Agreement.
- 21. Interpretation.** Whenever the context shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa.
- 22. Joint Drafting.** The Parties agree that each have played an equal part in the negotiations and drafting of this Agreement. If any ambiguities should exist in the construction or interpretation of this Agreement, the result shall be equally assumed and realized by each of the Parties to this Agreement.
- 23. Attorney Fees.** Should either Party employ an attorney or attorneys to enforce any of this Agreement, to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the Party prevailing shall may recover from the other Party all reasonable costs, charges and expenses, including attorney's fees in that connection, whether incurred before or at any rehearing or appeal.
- 24. Time.** The Parties acknowledge that time is of the essence for this transaction.
- 25. Survival.** This Agreement and the terms and conditions of those provisions which, by their nature, call for performance after the Closing, as well as all warranties, covenants, restoration obligations, representations or indemnities made herein shall survive Closing and delivery of the Deeds and shall not be merged. Any provisions that expressly provide for survival shall also survive Closing or the expiration or termination of this Agreement.

- 26. Effective Date.** The effective date (“Effective Date”) of this Agreement shall be the date on which the last Party executes this Agreement; provided, however, that if the second Party does not execute this Agreement and deliver a fully executed counterpart of the same to the first signing Party within ten (10) days of the first Party's execution date, then the offer or commitment to be bound by the first executing Party shall automatically be revoked and withdrawn, whereupon neither Party shall be bound.
- 27. Third Party Beneficiaries.** This Agreement is solely for the benefit of the Parties to this Agreement. No right or cause of action shall accrue for the benefit of any other third Party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under Agreement, other than the Parties and their respective representatives, successors and assigns.
- 28. “As Is Exchange”.** City and Palm Wagas each acknowledge that each party will have adequate opportunity to inspect the land it is acquiring under this Agreement during the Inspection Period and accepts the risk that any inspection it performs may not disclose all material matters affecting such land. Neither Party makes any warranty or representation regarding their respective Exchange Property to be conveyed, including but not limited to: the condition of the surface or subsurface of their respective Exchange Property; zoning or other governmental conditions or restrictions applicable to their respective Exchange Property; utility availability or capacities; compliance with environmental laws or any other existing laws or governmental regulations; the condition of any buildings or improvements included within their respective Exchange Property; the presence or absence of any Hazardous Material (as defined below); merchantability or fitness of their respective Exchange Property or any part thereof for a particular purpose; or any other aspect of such Party’s Exchange Property which may materially affect the value or the use thereof.

Each Party recognizes there are risks associated with exchanging real estate and agrees to make its own investigation concerning the Exchange Property it will acquire pursuant to this Agreement and shall rely on such findings without any representation or warranty from the conveying Party (except those set forth in Section 7) or any real estate broker or other agent representing or purporting to represent the conveying party.

“Hazardous Materials” shall mean and refer to the following: petroleum products and fractions thereof, asbestos, asbestos containing materials, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, substances and wastes listed or identified in, or regulated by, any Environmental Law, and (ii) “Environmental Laws” shall mean and refer to the following: all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

- 29. WAIVER OF TRIAL BY JURY.** THE PARTIES 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 AGREEMENT 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 PARTY ENTERING INTO THIS AGREEMENT.
- 30. Contracts.** Each Party represents that there are no leases, rights of first refusal, options or contracts, oral or written, in existence pertaining to their respective Exchange Property. Neither Party, nor any person authorized to act on its behalf, is a Party to any written, oral or implied contract, agreement,

lease or other commitment affecting or relating to their respective Exchange Property, including, without limitation, agreements for the purchase of goods or the rendering of services.

**31. No Joint Venture.** Nothing in this Agreement, nor the acts of the Parties, will be construed to create a partnership or joint venture between Parties.

**32. Binding Effect.** This Agreement and the rights, restrictions, duties, covenants, conditions and obligations created hereby shall create mutual benefits, obligations and servitudes that (i) remain in full force and effect, (ii) run with the title to the respective Exchange Properties and any portion thereof, and (iii) are and shall be binding upon and inure to the benefit of each Party, together with all tenants, mortgagees, customers and invitees of such Party, and their respective successors and assigns. This Agreement is not intended to, nor will it, prevent or impede the City from exercising its legislative authority as the same may affect the Exchange Property.

IN WITNESS WHEREOF, the parties have executed on the date or dates shown below.

*Signed, sealed and delivered in  
the presence of:*

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

PALM WAGAS IV, LLC, a Florida limited liability company

By: UNICORP INVESTORS I, LLC, a Florida Limited liability company, its Manager

By: CW FAMILY, LLLP, a Florida limited liability partnership, its Manager

By: CW FAMILY, LLC, a Florida limited liability company, its General Partner

By: \_\_\_\_\_  
Charles Whittall, Manager

By: \_\_\_\_\_  
Ronna M. Whittall, Manager

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

*Signed, sealed and delivered  
in the presence of:*

CITY OF PALM COAST, FLORIDA

\_\_\_\_\_  
\_\_\_\_\_  
(print name)

By: \_\_\_\_\_  
Jim Landon, City Manager

\_\_\_\_\_  
\_\_\_\_\_  
(print name)

**ATTEST:**

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

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

DRAFT





# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD  
PORT ORANGE, FL 32127  
(386) 761-5355

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www.sligerassociates.com

## SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE WEST R/W LINE OF MIDWAY DRIVE BEING N01°12'26"W
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.A.V.D. OF 1988, PER BENCHMARK R-491 HAVING A PUBLISHED ELEVATION OF 24.01 FEET.
6. THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE X, THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. COMMUNITY PANEL 12035C02300 MAP REVISED JULY 17, 2006, APPROXIMATE SCALE 1"=1000 FEET.
7. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

A PORTION OF LAND SITUATED SECTION 8, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

A PORTION OF LOTS 19, 20, 21, 22 AND 23, MIDWAY PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 5, PAGE 25, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF MIDWAY DRIVE AND THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100, THENCE RUN ALONG SAID NORTH RIGHT-OF-WAY LINE, S89°09'34"W, 119.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY, S89°09'34"W, 74.45 FEET; THENCE N01°12'26"W, 232.34 FEET; THENCE N88°47'34"E, 20.00 FEET; THENCE N01°12'26"W, 122.95 FEET TO THE NORTH LINE OF SAID LOT 23; THENCE N89°10'50"E ALONG SAID NORTH LINE, 17.00 FEET; THENCE S01°12'26"E, 38.15 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 468.00 FEET AND CENTRAL ANGLE OF 12°10'39" WITH A CHORD BEARING S04°52'53"W, THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 99.47 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 732.00 FEET AND CENTRAL ANGLE OF 12°08'21" WITH A CHORD BEARING S04°54'03"W, THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 155.09 FEET; THENCE S46°01'36"E, 91.45 FEET TO THE POINT OF BEGINNING.

TOTAL AREA OF DESCRIBED PARCELS CONTAINING 7,396 SQUARE FEET OR 0.169 ACRES, MORE OR LESS.

REFERENCE: PALM COAST WAWA

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF DESCRIPTION	FOR: UNICORP NATIONAL DEVELOPMENTS, INC.	7-12-2018	18-1005

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

SKETCH OF DESCRIPTION	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
BOUNDARY SURVEY	7-12-2018	18-1005		DH	JZ
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECORDATION					
PROPOSED HOUSE LOCATION					

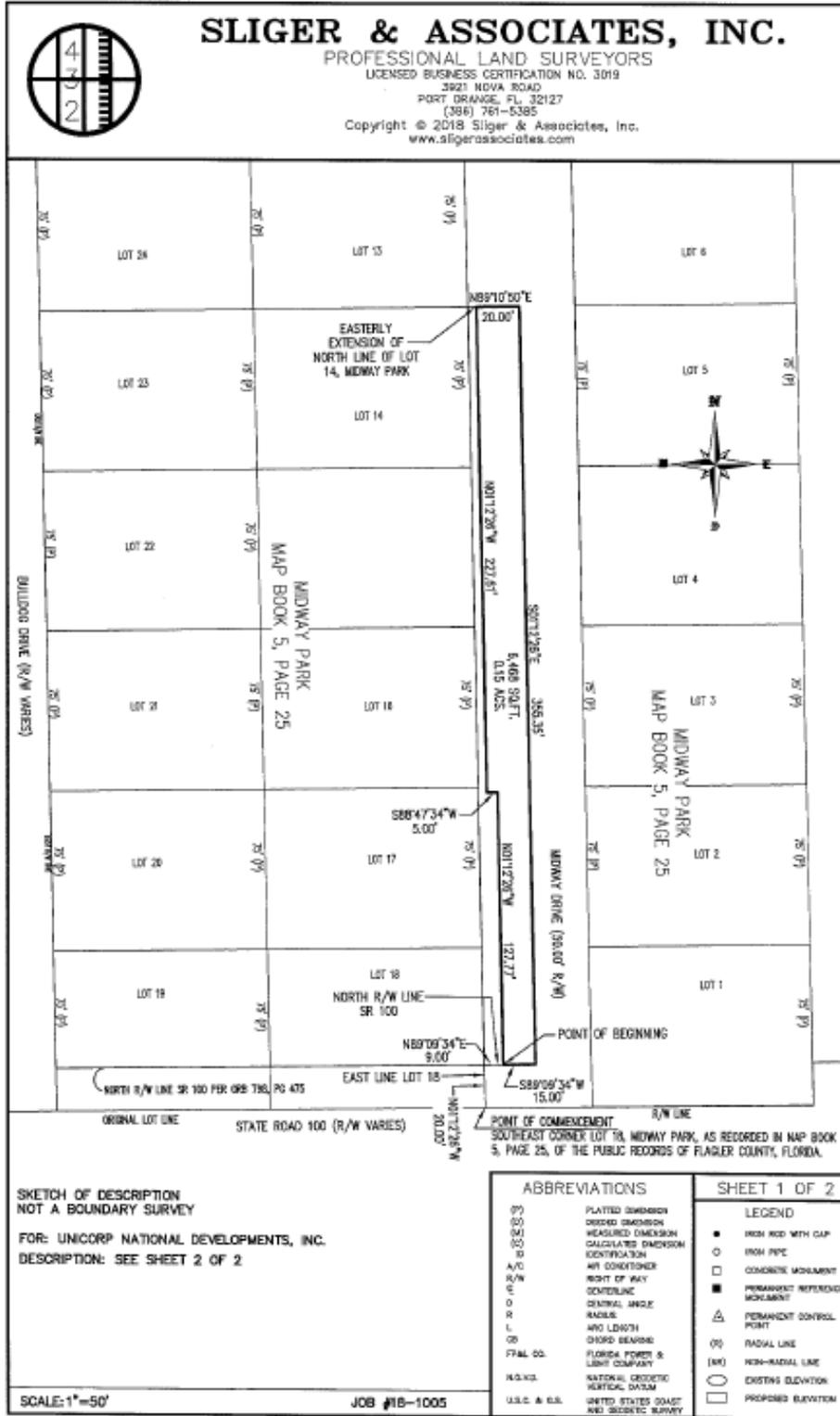
I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

**Zapert**

J.E. ZAPERT, P.L.S. NO. 4046  
STEVEN T. KRUGER, P.L.S. NO. 4722  
G.O. VAN KLEECK, JR., P.E.M. NO. 6149  
MICHAEL S. MURPHY, P.S.M. NO. 6208

**EXHIBIT "2"**

**PALM WAGAS EXCHANGE PROPERTY**





# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS  
 LICENSED BUSINESS CERTIFICATION NO. 3019  
 3921 NOVA ROAD  
 PORT ORANGE, FL 32127  
 (386) 761-5388  
 Copyright © 2018 Sliger & Associates, Inc.  
 www.sligerassociates.com

**SURVEYORS NOTES**

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE EAST R/W LINE OF MIDWAY DRIVE BEING N112°26'W
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

A PORTION OF LAND SITUATED SECTION 8, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA, SAID TRACT OF LAND BEING DESCRIBED AS:

THAT PORTION OF MIDWAY DRIVE AS SHOWN ON MIDWAY PARK, AS RECORDED IN MAP BOOK 5, PAGE 25, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 18, SAID MIDWAY PARK; THENCE RUN N0112°26'W ALONG THE EAST LINE OF SAID LOT 18, A DISTANCE OF 20.00 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD 100 AS DESCRIBED IN OFFICIAL RECORDS BOOK 798, PAGE 475, SAID PUBLIC RECORDS; THENCE N89°09'34"E ALONG SAID NORTH RIGHT OF WAY LINE, 9.00 FEET TO THE POINT OF BEGINNING; THENCE DEPART SAID NORTH RIGHT OF WAY LINE N0112°26'W, 127.77 FEET; THENCE S88°47'34"W, 5.00 FEET; THENCE N0112°26'W, 227.61 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 14, SAID MIDWAY PARK; THENCE N89°10'50"E ALONG SAID EASTERLY EXTENSION, 20.00 FEET; THENCE S0112°26'E, 355.35 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD 100; THENCE S89°09'34"W ALONG SAID NORTH RIGHT OF WAY LINE, 15.00 FEET TO THE POINT OF BEGINNING.

TOTAL AREA OF DESCRIBED PARCELS CONTAINING 6,468 SQUARE FEET OR 0.15 ACRES, MORE OR LESS.

REFERENCE: PALM COAST WAVA

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF DESCRIPTION	FOR: UNICORP NATIONAL DEVELOPMENTS, INC.	7-12-2018	18-1005

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR UNICORP NATIONAL DEVELOPMENTS, INC.						I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.  Joseph E. Zapert J.E. ZAPERT, P.L.S. NO. 4048 STEVEN T. KRUGER, P.L.S. NO. 4722 C.O. VAN KLEECK JR., P.S.M. NO. 8149 MICHAEL S. MURPHY, P.S.M. NO. 8208
SKETCH OF DESCRIPTION	DATE	JOB NO.	P.C.	DRW.	CHECKED BY	
BOUNDARY SURVEY	7-12-2018	18-1005		CH	JZ	
TOPOGRAPHIC SURVEY						
FOUNDATION LOCATED						
FINAL IMPROVEMENTS						
REDEVELOPMENT						
PROPOSED HOUSE LOCATION						

**EXHIBIT "3"**

**[CITY EXCHANGE PROPERTY FORM QUIT CLAIM DEED]**

PREPARED BY:  
Catherine D. Reischmann, Esq.  
Garganese, Weiss, D'Agresta & Salzman, P.A.  
P.O. Box 2873  
Orlando, FL 32802-2873

RETURN TO:  
City Clerk  
City of Palm Coast  
160 Lake Avenue  
Palm Coast, FL 32164

Parcel No.

**QUIT-CLAIM DEED**

THIS QUIT-CLAIM DEED made and executed the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the **CITY OF PALM COAST, FLORIDA**, a Florida municipal corporation, whose address is 160 Lake Avenue, Palm Coast, FL 32164, hereinafter called the first party, to **PALM WAGAS IV, LLC**, a Florida limited liability company, whose address is 7940 Via Dellagio Way, Suite 200, Orlando, FL 32819, hereinafter called the second party:

WITNESSETH: That the first party for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described land, situate, lying and being in the County of Flagler, State of Florida, to wit:

SEE LEGAL DESCRIPTION AND SKETCH  
ATTACHED HERETO AS EXHIBIT "A"

Said property is being sold "as is".

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the first party has signed and sealed these presents the day and year first above written.

*[signature page to follow]*

WITNESSES:

CITY OF PALM COAST, FLORIDA,  
a Florida municipal corporation

\_\_\_\_\_  
(signature)

By: *[NOT FOR EXECUTION]*  
Milissa Holland, Mayor

\_\_\_\_\_  
(print name)

Attest:

\_\_\_\_\_  
(signature)

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

\_\_\_\_\_  
(print name)

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

(SEAL)

STATE OF FLORIDA  
COUNTY OF FLAGLER

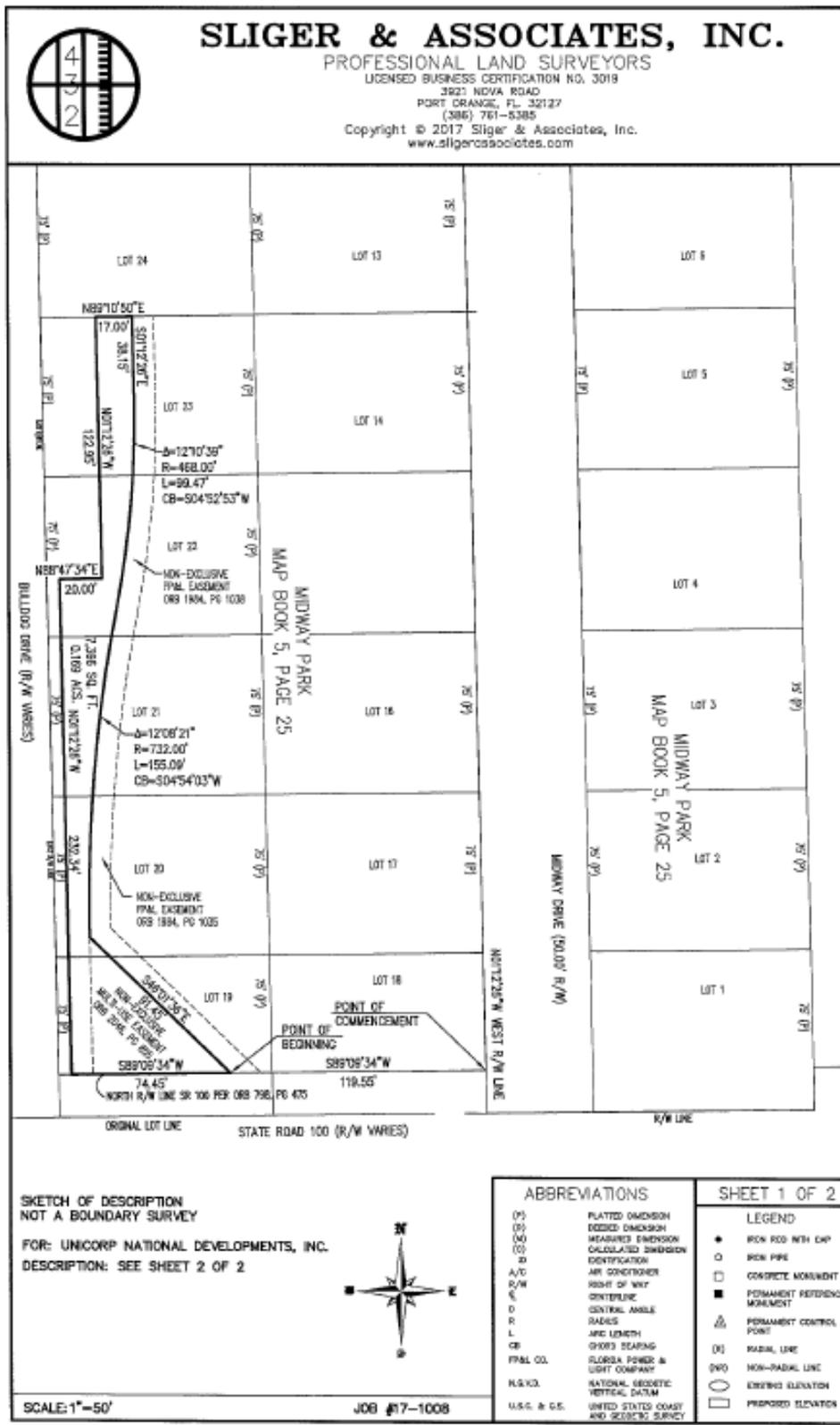
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Milissa Holland, Mayor of the CITY OF PALM COAST, FLORIDA, (check one)  who is personally known to me or  who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

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

My Commission expires: \_\_\_\_\_

EXHIBIT "A"





# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD  
PORT GRANDE, FL 32127  
(386) 781-5385

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www.sligerassociates.com

## SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE WEST R/W LINE OF MIDWAY DRIVE BEING N01°12'26"W
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.A.V.D. OF 1988, PER BENCHMARK R-491 HAVING A PUBLISHED ELEVATION OF 24.01 FEET.
6. THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE X, THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. COMMUNITY PANEL 12035C02300 MAP REVISED JULY 17, 2006, APPROXIMATE SCALE 1"=1000 FEET.
7. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL, RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

A PORTION OF LAND SITUATED SECTION 8, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

A PORTION OF LOTS 19, 20, 21, 22 AND 23, MIDWAY PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 5, PAGE 25, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF MIDWAY DRIVE AND THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100, THENCE RUN ALONG SAID NORTH RIGHT-OF-WAY LINE, S89°09'34"W, 119.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY, S89°09'34"W, 74.45 FEET; THENCE N01°12'26"W, 232.34 FEET; THENCE N88°47'34"E, 20.00 FEET; THENCE N01°12'26"W, 122.95 FEET TO THE NORTH LINE OF SAID LOT 23; THENCE N89°10'50"E ALONG SAID NORTH LINE, 17.00 FEET; THENCE S01°12'26"E, 38.15 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 468.00 FEET AND CENTRAL ANGLE OF 12°10'39" WITH A CHORD BEARING S04°32'53"W; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 99.47 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 732.00 FEET AND CENTRAL ANGLE OF 12°08'21" WITH A CHORD BEARING S04°54'03"W; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 155.09 FEET; THENCE S46°01'38"E, 91.45 FEET TO THE POINT OF BEGINNING.

TOTAL AREA OF DESCRIBED PARCELS CONTAINING 7,356 SQUARE FEET OR 0.169 ACRES, MORE OR LESS.

REFERENCE: PALM COAST WAWA

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL, WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF DESCRIPTION	FOR: UNICORP NATIONAL DEVELOPMENTS, INC.	7-12-2018	18-1005

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

SKETCH OF DESCRIPTION	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
BOUNDARY SURVEY	7-12-2018	18-1005		DN	JZ
TOPOGRAPHIC SURVEY					
FOUNDATIONS LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 54-17.00, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 473.027, FLORIDA STATUTES.

**Joseph E. Zapert**  
License No. 6046  
**J.E. ZAPERT, P.L.S. NO. 6046**  
**STEVEN T. KRUSEY, P.L.S. NO. 4723**  
**C.O. VAN KLEECK JR., P.S.M. NO. 6149**  
**MICHAEL S. MURPHY, P.S.M. NO. 6208**

**EXHIBIT "4"**

**IPALM WAGAS EXCHANGE PROPERTY FORM QUIT CLAIM DEED**

PREPARED BY:  
Catherine D. Reischmann, Esq.  
Garganese, Weiss, D'Agresta & Salzman, P.A.  
P.O. Box 2873  
Orlando, FL 32802-2873

RETURN TO:  
City Clerk  
City of Palm Coast  
160 Lake Avenue  
Palm Coast, FL 32164

Parcel No.

**QUIT-CLAIM DEED**

THIS QUIT-CLAIM DEED made and executed the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by **PALM WAGAS IV, LLC**, a Florida limited liability company, whose address is 7940 Via Dellagio Way, Suite 200, Orlando, FL 32819, hereinafter called the first party, to the **CITY OF PALM COAST, FLORIDA**, a Florida municipal corporation, whose address is 160 Lake Avenue, Palm Coast, FL 32164, hereinafter called the second party:

WITNESSETH: That the first party for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described land, situate, lying and being in the County of Flagler, State of Florida, to wit:

SEE LEGAL DESCRIPTION AND SKETCH  
ATTACHED HERETO AS EXHIBIT "A"

Said property is being sold "as is".

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the first party has signed and sealed these presents the day and year first above written.

*[signature page to follow]*

WITNESSES:

PALM WAGAS IV, LLC, a Florida limited liability company

\_\_\_\_\_  
(signature)

By: UNICORP INVESTORS I, LLC, a Florida Limited liability company, its Manager

\_\_\_\_\_  
(print name)

By: CW FAMILY, LLLP, a Florida limited liability partnership, its Manager

\_\_\_\_\_  
(signature)

By: CW FAMILY, LLC, a Florida limited liability company, its General Partner

\_\_\_\_\_  
(print name)

By: *[NOT FOR EXECUTION]*

\_\_\_\_\_  
Charles Whittall, Manager

By: \_\_\_\_\_  
Ronna M. Whittall, Manager

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Charles Whittall, Manager of CW FAMILY, LLC, a Florida limited liability company, (check one)  who is personally known to me or  who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires:

STATE OF FLORIDA  
COUNTY OF ORANGE

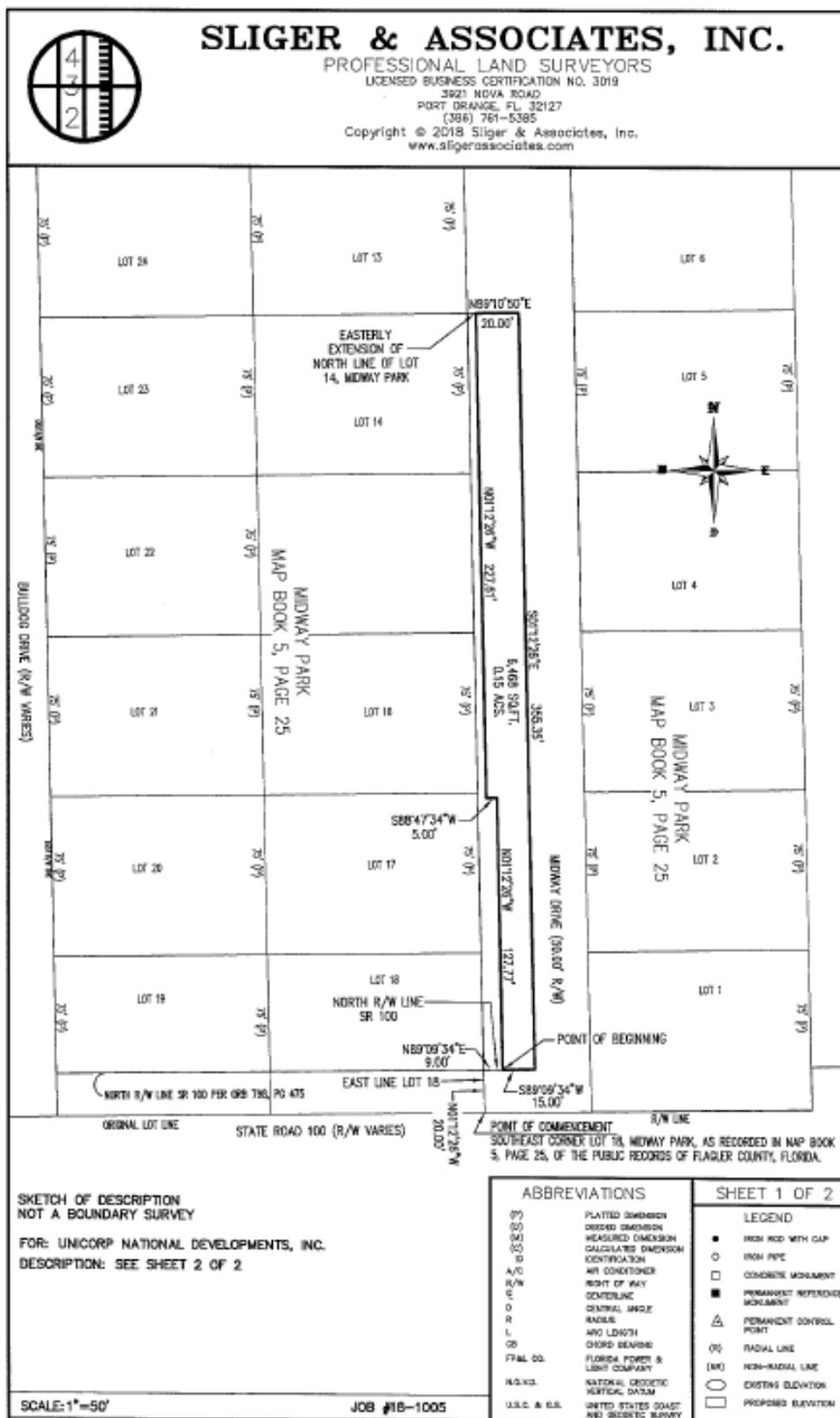
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Ronna M. Whittall, Manager of CW FAMILY, LLC, a Florida limited liability company, (check one)  who is personally known to me or  who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

My Commission expires:

DRAFT

EXHIBIT "A"





# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD  
PORT ORANGE, FL. 32127  
(386) 761-5388

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www.sligerassociates.com

## SURVEYORS NOTES

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2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE EAST R/W LINE OF MIDWAY DRIVE BEING N1°12'28"W
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

A PORTION OF LAND SITUATED SECTION 8, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA, SAID TRACT OF LAND BEING DESCRIBED AS:

THAT PORTION OF MIDWAY DRIVE AS SHOWN ON MIDWAY PARK, AS RECORDED IN MAP BOOK 5, PAGE 25, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 18, SAID MIDWAY PARK; THENCE RUN N01°12'28"W ALONG THE EAST LINE OF SAID LOT 18, A DISTANCE OF 20.00 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD 100 AS DESCRIBED IN OFFICIAL RECORDS BOOK 798, PAGE 475, SAID PUBLIC RECORDS; THENCE N89°09'34"E ALONG SAID NORTH RIGHT OF WAY LINE, 9.00 FEET TO THE POINT OF BEGINNING; THENCE DEPART SAID NORTH RIGHT OF WAY LINE N01°12'26"W, 127.77 FEET; THENCE S88°47'34"W, 5.00 FEET; THENCE N01°12'26"W, 227.61 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 14, SAID MIDWAY PARK; THENCE N89°10'50"E ALONG SAID EASTERLY EXTENSION, 20.00 FEET; THENCE S01°12'26"E, 355.35 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD 100; THENCE S89°09'34"W ALONG SAID NORTH RIGHT OF WAY LINE, 15.00 FEET TO THE POINT OF BEGINNING.

TOTAL AREA OF DESCRIBED PARCELS CONTAINING 6,466 SQUARE FEET OR 0.15 ACRES, MORE OR LESS.

REFERENCE: PALM COAST WAVA

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF DESCRIPTION	FOR: UNICORP NATIONAL DEVELOPMENTS, INC.	7-12-2018	18-1005

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

DATE	JOB NO.	P.C.	DRW.	CHECKED BY
7-12-2018	18-1005		DH	JZ
SKETCH OF DESCRIPTION				
BOUNDARY SURVEY				
TOPOGRAPHIC SURVEY				
FOUNDATION LOCATED				
FINAL IMPROVEMENTS				
REGISTRATION				
PROPOSED HOUSE LOCATION				

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Joseph E. Zapert

J.E. ZAPERT, P.L.S. NO. 4048  
STEVEN T. KRUGER, P.L.S. NO. 4722  
C.O. VAN KLEECK JR., P.S.M. NO. 8149  
MICHAEL S. MURPHY, P.S.M. NO. 5208

**EXHIBIT “5”**

**AFFIDAVIT OF INTEREST IN REAL PROPERTY – F.S. 286.23**

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swear and affirm that the following is true:

The undersigned are the Managers of PALM WAGAS IV, LLC, a Florida limited liability company, the legal title holder of the real property described on the attached Exhibit “5-1”; and *(select appropriate option below)*:

*(check if applicable)* – The name(s) and address(es) of every person having a beneficial interest in the real property described on the attached Exhibit “5-1” however small or minimal is/are:

	Name	Address
a)		
b)		
c)		

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

[SIGNATURE ON FOLLOWING PAGE]

WITNESSES:

PALM WAGAS IV, LLC, a Florida limited liability company

\_\_\_\_\_

By: UNICORP INVESTORS I, LLC, a Florida Limited liability company, its Manager

(print)

\_\_\_\_\_

By: CW FAMILY, LLLP, a Florida limited liability partnership, its Manager

(print)

\_\_\_\_\_

By: CW FAMILY, LLC, a Florida limited liability company, its General Partner

By: \_\_\_\_\_  
Charles Whittall, Manager

By: \_\_\_\_\_  
Ronna M. Whittall, Manager

STATE OF FLORIDA  
COUNTY OF ORANGE

SWORN TO and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Charles Whittall, Manager of CW FAMILY, LLC, a Florida limited liability company, (check one)  who is personally known to me or  who provided \_\_\_\_\_ as identification.

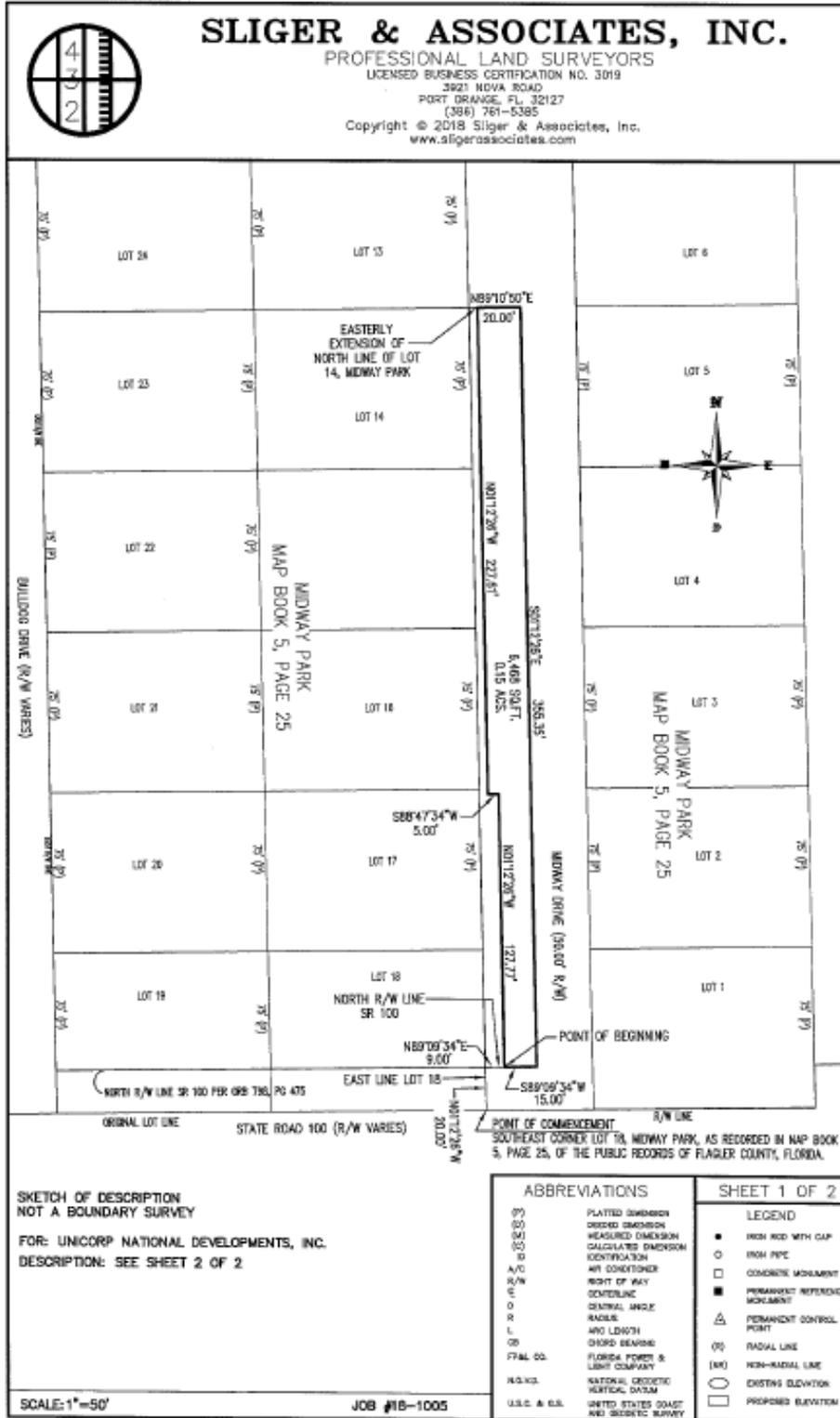
\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public

STATE OF FLORIDA  
COUNTY OF ORANGE

SWORN TO and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Ronna M. Whittall, Manager of CW FAMILY, LLC, a Florida limited liability company, (check one)  who is personally known to me or  who provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public

EXHIBIT 5-1  
[PROPERTY DESCRIPTION]





# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD  
PORT ORANGE, FL. 32127  
(386) 761-5289

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www.sligerassociates.com

## SURVEYORS NOTES

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2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE EAST R/W LINE OF MIDWAY DRIVE BEING N112°26'W
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

A PORTION OF LAND SITUATED SECTION 8, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA, SAID TRACT OF LAND BEING DESCRIBED AS:

THAT PORTION OF MIDWAY DRIVE AS SHOWN ON MIDWAY PARK, AS RECORDED IN MAP BOOK 5, PAGE 25, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 16, SAID MIDWAY PARK; THENCE RUN N0112°26'W ALONG THE EAST LINE OF SAID LOT 16, A DISTANCE OF 20.00 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD 100 AS DESCRIBED IN OFFICIAL RECORDS BOOK 798, PAGE 475, SAID PUBLIC RECORDS; THENCE N89°09'34"E ALONG SAID NORTH RIGHT OF WAY LINE, 9.00 FEET TO THE POINT OF BEGINNING; THENCE DEPART SAID NORTH RIGHT OF WAY LINE N0112°26'W, 127.77 FEET; THENCE S88°47'34"W, 5.00 FEET; THENCE N0112°26'W, 227.61 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 14, SAID MIDWAY PARK; THENCE N89°10'50"E ALONG SAID EASTERLY EXTENSION, 20.00 FEET; THENCE S0112°26'E, 355.35 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD 100; THENCE S89°09'34"W ALONG SAID NORTH RIGHT OF WAY LINE, 15.00 FEET TO THE POINT OF BEGINNING.

TOTAL AREA OF DESCRIBED PARCELS CONTAINING 6,468 SQUARE FEET OR 0.15 ACRES, MORE OR LESS.

REFERENCE: PALM COAST WAVA

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL, WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF DESCRIPTION	FOR: UNICORP NATIONAL DEVELOPMENTS, INC.	7-12-2018	18-1005

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR UNICORP NATIONAL DEVELOPMENTS, INC.

SKETCH OF DESCRIPTION	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
BOUNDARY SURVEY	7-12-2018	18-1005		CH	JZ
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RE-CERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Joseph E. Zapert

JE ZAPERT, P.L.S. NO. 4948  
STEVEN T. KRUGER, P.L.S. NO. 4722  
C.D. VAN KLEECK JR., P.S.M. NO. 6149  
MICHAEL S. MURPHY, P.S.M. NO. 6208

EXHIBIT "6"  
[CDD EASEMENT]

Instrument No: 2015003090 2/2/2015 7:48 AM BK: 2046 PG: 855 PAGES: 7  
RECORDED IN THE OFFICIAL RECORDS OF Gail Wadsworth, Clerk of the Circuit Court & Comptroller Flagler, FL

Prepared by:  
Catherine D. Reischmann, Esq.  
111 N. Orange Ave., Ste. 2000  
Orlando, FL 32801

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

**NON-EXCLUSIVE EASEMENT AGREEMENT**

**THIS NON-EXCLUSIVE EASEMENT AGREEMENT** (this "Agreement") is made and entered into this 26th day of January, 2015, by and between the **CITY OF PALM COAST**, a Florida municipal corporation, whose address is 160 Cypress Point Parkway, Suite B-106, Palm Coast, FL 32164 (hereinafter referred to as the Grantor") and **THE TOWN CENTER AT PALM COAST COMMUNITY DEVELOPMENT DISTRICT**, a Chapter 190 Unit of Local Special Purpose Government, with offices at 145 City Place, Suite 300, Palm Coast, FL 32164 (hereinafter referred to as the "Grantee").

**WITNESSETH:**

WHEREAS, Grantor is the owner of that certain real property located in Palm Coast, Flagler County, Florida, more particularly described as set forth on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Grantor desires to grant and convey Grantees a non-exclusive multi-use easement (the "Easement") to, over, under, upon, across and through that certain portion of the Property which is described on **Exhibit "B"** attached hereto (hereinafter referred to as the "Easement Area"), for the construction, installation, operation, maintenance and repair by Grantees, or their employees, agents or designees, of a sign and associated improvements, including but not limited to grading, utilities, stormwater drainage, lighting, landscaping and irrigation (hereinafter referred to as the "Sign"); and

WHEREAS, Grantor warrants that it has full authority to grant this Easement.

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

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

improvements, including but not limited to grading, utilities, stormwater drainage, lighting, landscaping and irrigation.

3. Incidental Rights. The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purposes; including, specifically, for purposes of construction, installation, operation, maintenance and repair of the Sign and other improvements located within the Easement Area.

4. Construction and Maintenance. Grantee shall bear the entire cost and expense of any construction, repair, alteration, replacement or removal activities performed within the Easement Area regarding the Sign or any other improvements made by the Grantee. The Grantee shall also, at Grantee's cost and expense, restore the Property and Easement Area to the condition which existed prior to any such construction, repair, alteration, replacement or removal activities, including but not limited to, revegetation, resodding, repaving, or removal of debris caused by or resulting from such activities, reasonable wear and tear excepted.

5. Use. Use of the Easement Area and entry upon the Property will at all times conform to and comply with the terms of this Easement and all applicable governmental regulations now in existence or hereafter created.

6. Duration. The Easement hereby granted and conveyed to, over, under, upon, across, and through the Easement Area shall be perpetual in duration.

7. Warranty of Title. Grantor hereby warrants that: (i) Grantor owns the fee simple title to the Property, (ii) Grantor has good right and lawful authority to convey the Easement granted herein, and (iii) the Property is not encumbered by any mortgages or other matters which would prohibit the use of the Easement Area for the purposes contemplated herein.

8. Litigation and Attorneys Fees. In the event it shall be necessary for Grantor or Grantees to bring suit for specific performance or damages or to enforce any provision hereof, the prevailing party in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys' fees and paralegals' fees as fixed by the Court.

9. Governing Law. The Easement shall be governed by and construed in accordance with the laws of the State of Florida.

10. Recordation. The original of this Agreement shall be recorded in the Public Records of Flagler County, Florida, at the expense of the Grantee.

11. Binding Covenant. The covenant and rights set forth in this Agreement shall run with the title to the lands described in Exhibit "B" and the benefits and burdens hereof shall bind and inure to the benefit of all successors in interest to the parties hereto.

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

WITNESSES:

*Hendrix L. Fannith*  
Hendrix L. Fannith  
(print)

*Barbara Pedline*  
BARBARA PEDLINE  
(print)

GRANTOR:

CITY OF PALM COAST

By: *Jim Landon*  
Jim Landon, City Manager 1/24/15

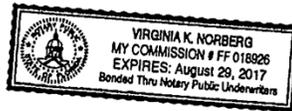
ATTEST:

*Virginia K. Norberg*  
City Clerk

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of January, 2015, by Jim Landon, City Manager of the City of Palm Coast, Florida, who is personally known to me.

*Virginia K. Norberg*  
Notary Public - State of Florida  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



WITNESSES:

Eileen L. Linehan  
EILEEN L. LINEHAN  
(print)

Danielle M. Ferguson  
Danielle M. Ferguson  
(print)

GRANTEE

Town Center at Palm Coast Community  
Development District

By: David Root

Print name: David Root

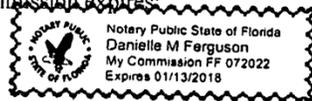
Title: Chairman

Address: 145 City Place, Suite 300  
Palm Coast, Florida 32164

STATE OF FLORIDA  
COUNTY OF FLAGLER

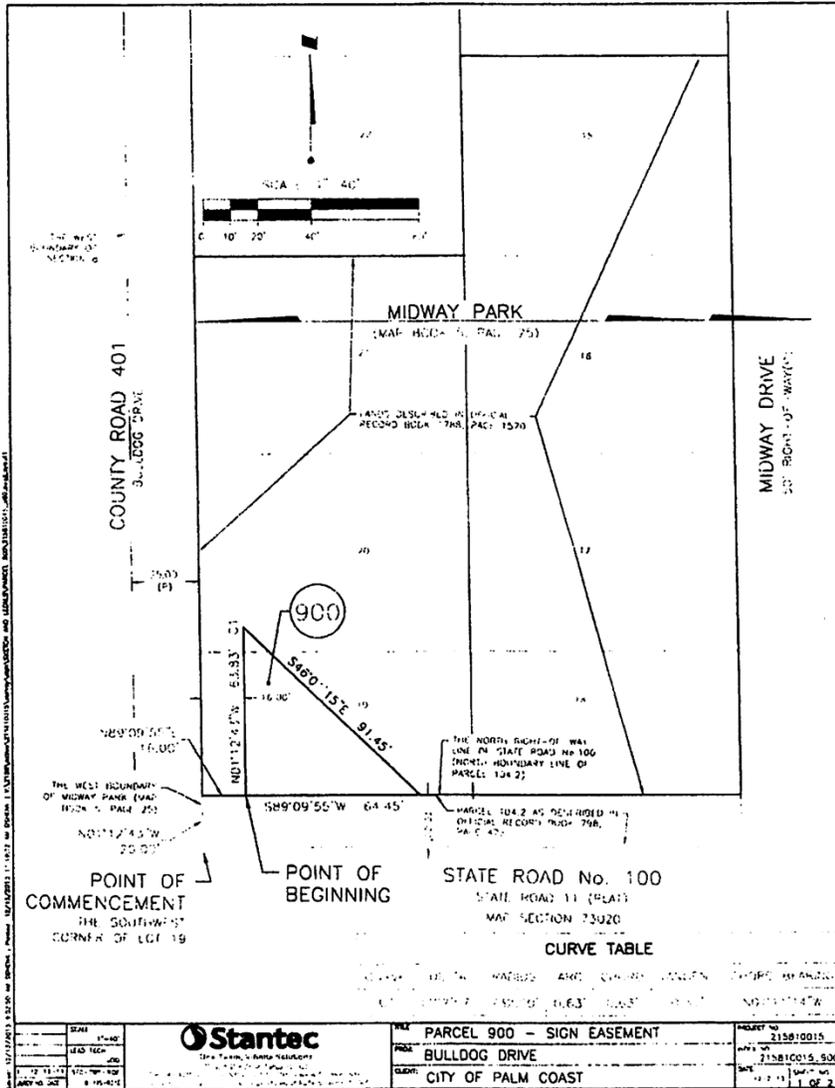
The foregoing instrument was acknowledged before me this 20th day of January, 2015, by David Root the Chairman of the Town Center at Palm Coast Community Development District (check one)  who is personally known to me or  who produced n/a as identification.

Danielle M. Ferguson  
Notary Public - State of Florida  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_





**EXHIBIT "B"**  
**EASEMENT AREA**



PARCEL 900 - SIGN EASEMENT

A PARCEL OF LAND BEING A PORTION OF LOTS 19 AND 20, MIDWAY PARK ACCORDING TO THE MAP OR PLAN HEREOF RECORDED MAP PLAT BOOK 5, PAGE 25 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING FURTHER DESCRIBED AS FOLLOWS.

COMMENCE AT THE SOUTHWEST CORNER OF LOT 19, MIDWAY PARK ACCORDING TO THE MAP OR PLAN HEREOF RECORDED IN MAP BOOK 5, PAGE 25 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND RUN THENCE N01°12'43"W ALONG THE WEST BOUNDARY LINE OF SAID MIDWAY PARK, A DISTANCE OF 20.00 FEET TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY LINE OF PARCEL 104.2 AS DESCRIBED IN OFFICIAL RECORD BOOK 798, PAGE 475 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID WEST BOUNDARY LINE, N89°09'55"E, 16.00 FEET TO THE POINT OF BEGINNING; THENCE N01°12'43"W ALONG A LINE BEING 16.00 FEET EAST OF AND PARALLEL WITH THE WEST BOUNDARY OF SAID LOT 19, A DISTANCE OF 63.83 FEET TO A POINT OF CURVATURE; THENCE 0.63 FOOT ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 00°02'57", SAID CURVE HAVING A RADIUS OF 739.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS N01°11'14"W, 0.63 FOOT; THENCE S46°01'15"E, 91.45 FEET TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY LINE OF AFOREMENTIONED PARCEL 104.2; THENCE ALONG SAID NORTH BOUNDARY LINE, S89°09'55"W, 64.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.048 ACRE (2,077 SQUARE FEET), MORE OR LESS

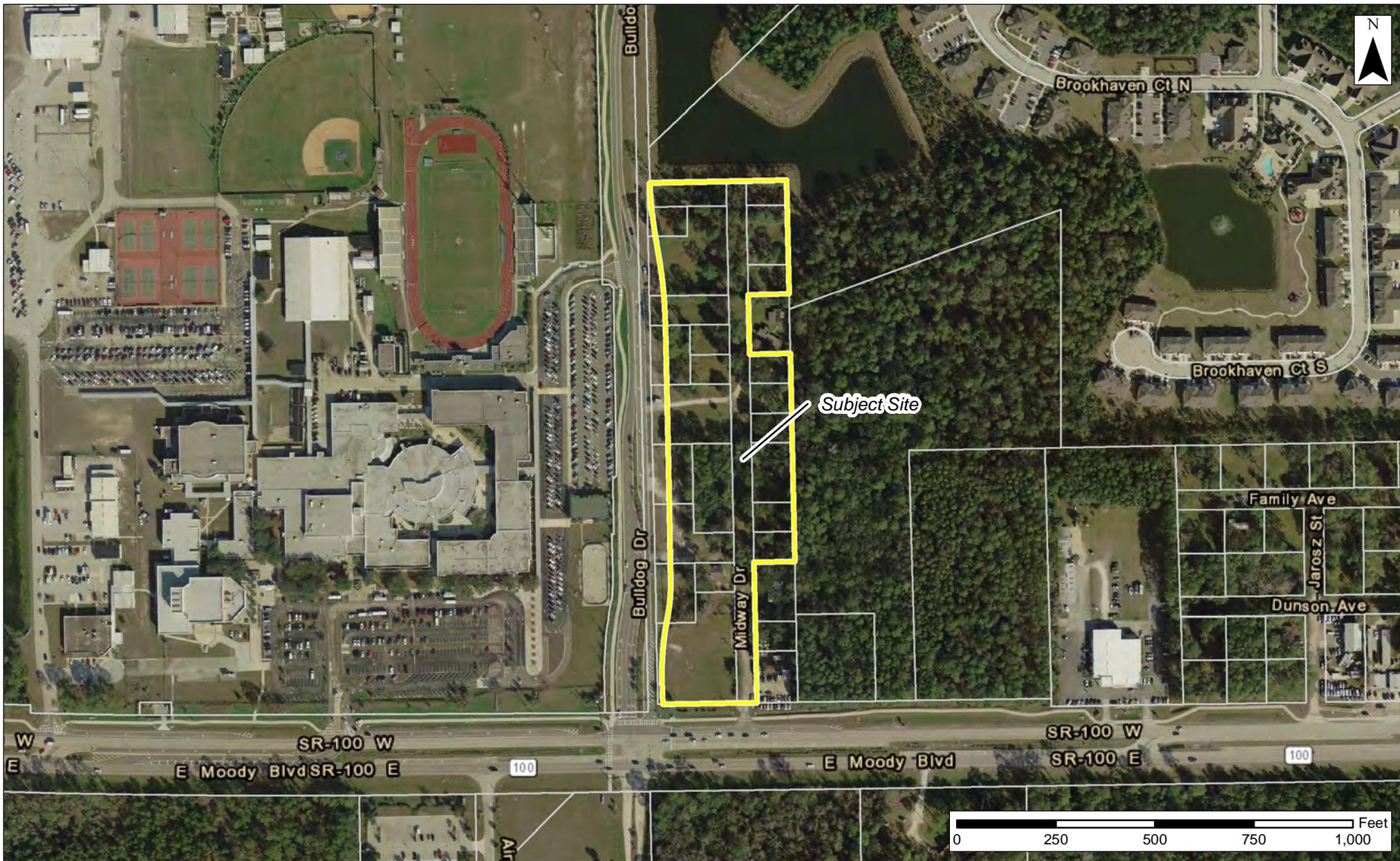
NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY OR OWNERSHIP OTHER THAN THOSE INDICATED HEREON WERE PROVIDED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER INDICATED BELOW, THIS DOCUMENT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. BLAKINGS ARE BASED ON THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, HAVING AN ASSUMED BEARING OF N.01°12'43"W, BETWEEN A FOUND NAIL AND DISK, WITH NO IDENTIFICATION, AT THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 AND A FOUND NAIL AND DISK STAMPED LB2232 MARKING THE SOUTH END OF CURVE C18 AND LYING ON SAID EAST BOUNDARY, AS SHOWN ON SHEET 3 OF THE PLAT OF TOWN CENTER PHASE 2, AS RECORDED IN MAP BOOK 35, PAGE 63 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

STANTEC CONSULTING SERVICES, INC.  
 CERTIFICATE OF AUTHORIZATION No. L.B.7866

*J. Darin O'Neal*  
 JAMES DARIN O'NEAL, PSV  
 FLORIDA LICENSE No. L.S.5926

SCALE	N/A	<p>One Team. Infinite Solutions</p> <p>200 West 10th Street, Suite 1000                  3000 West 10th Street, Suite 1000                  3000 West 10th Street, Suite 1000</p>	TITLE	PARCEL 900 - SIGN EASEMENT	PROJECT NO.	215810015	
DATE	12-12-13		PROJ#	BULLDOG DRIVE	SHEET NO.	215810015_000	
DATE	12-12-13	CLIENT	CITY OF PALM COAST	DATE	12-12-13	SHEET NO.	2 OF 2



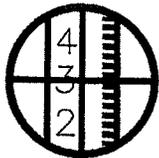
## Large Scale Location Map

- Subject Site
- Parcel Boundaries



**Map Provided by the GIS Division**  
 Date: 1/24/2018





# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD  
PORT ORANGE, FL 32127  
(386) 761-5385

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www.sligerassociates.com

## SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE WEST R/W LINE OF MIDWAY DRIVE BEING N01°12'26"W
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.A.V.D. OF 1988, PER BENCHMARK R-491 HAVING A PUBLISHED ELEVATION OF 24.01 FEET.
6. THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE X, THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. COMMUNITY PANEL 12035C0230D MAP REVISED JULY 17, 2006, APPROXIMATE SCALE 1"=1000 FEET.
7. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

A PORTION OF LAND SITUATED SECTION 8, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

A PORTION OF LOTS 19, 20, 21, 22 AND 23, MIDWAY PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 5, PAGE 25, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF MIDWAY DRIVE AND THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100, THENCE RUN ALONG SAID NORTH RIGHT-OF-WAY LINE, S89°09'34"W, 119.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY, S89°09'34"W, 74.45 FEET; THENCE N01°12'26"W, 232.34 FEET; THENCE N88°47'34"E, 20.00 FEET; THENCE N01°12'26"W, 122.95 FEET TO THE NORTH LINE OF SAID LOT 23; THENCE N89°10'50"E ALONG SAID NORTH LINE, 17.00 FEET; THENCE S01°12'26"E, 38.15 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 468.00 FEET AND CENTRAL ANGLE OF 12°10'39" WITH A CHORD BEARING S04°52'53"W; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 99.47 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 732.00 FEET AND CENTRAL ANGLE OF 12°08'21" WITH A CHORD BEARING S04°54'03"W; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 155.09 FEET; THENCE S46°01'36"E, 91.45 FEET TO THE POINT OF BEGINNING.

TOTAL AREA OF DESCRIBED PARCELS CONTAINING 7,366 SQUARE FEET OR 0.169 ACRES, MORE OR LESS.

REFERENCE: PALM COAST WAWA

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF DESCRIPTION	FOR: UNICORP NATIONAL DEVELOPMENTS, INC.	7-12-2018	18-1005

SHEET 2 OF 2

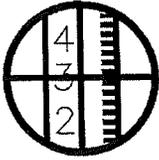
VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

SKETCH OF DESCRIPTION	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
BOUNDARY SURVEY	7-12-2018	18-1005		DH	JZ
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Digitally signed by Joseph E Zapert  
Date: 2018.07.18 15:23:02 -0400

Zapert  
J.E. ZAPERT, P.L.S. NO. 4046  
STEVEN T. KRUGER, P.L.S. NO. 4722  
C.O. VAN KLEECK JR., P.S.M. NO. 6149  
MICHAEL S. MURPHY, P.S.M. NO. 6208



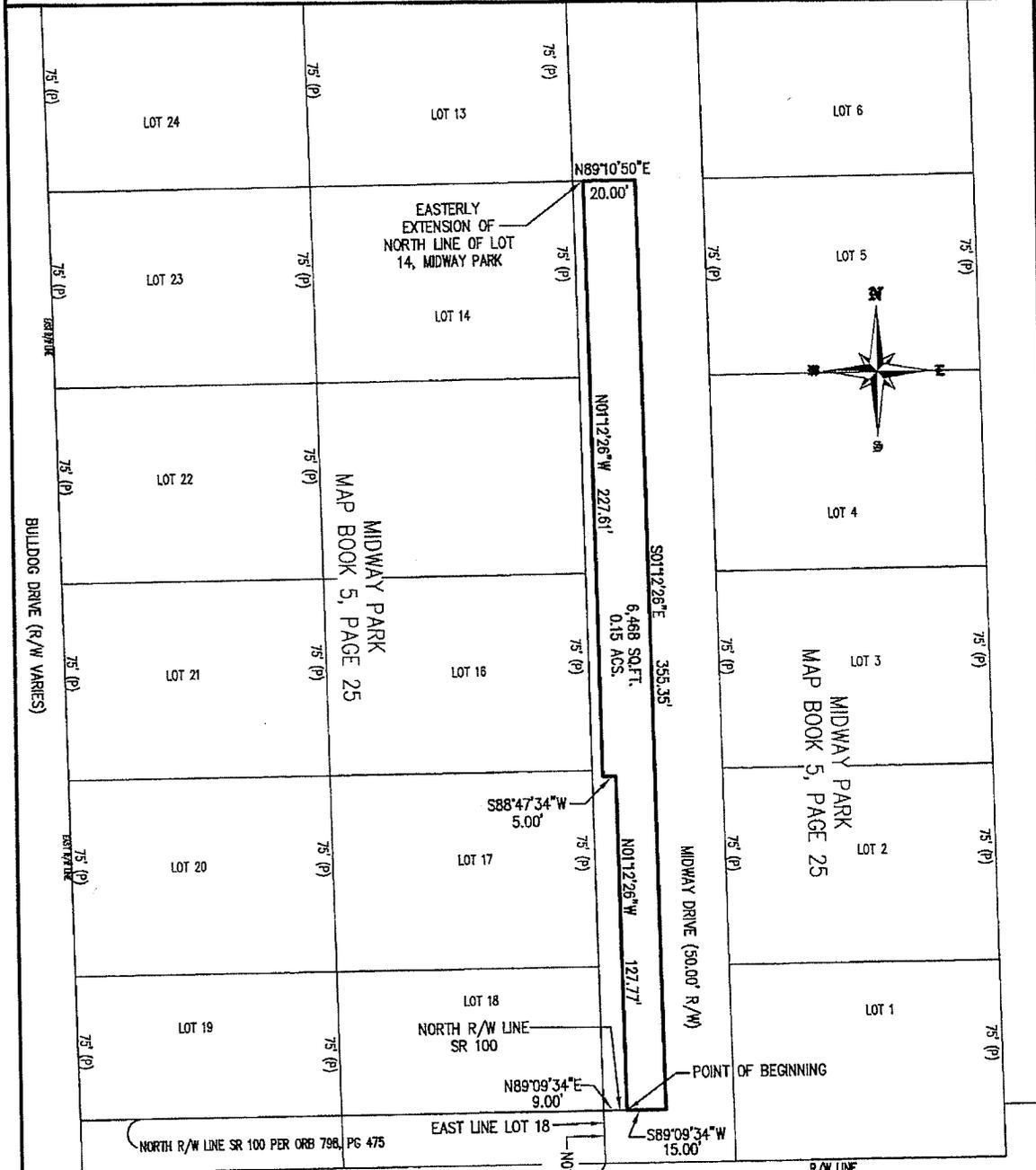
# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD  
PORT ORANGE, FL 32127  
(386) 781-5385

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www.sligerassociates.com



SKETCH OF DESCRIPTION  
NOT A BOUNDARY SURVEY

FOR: UNICORP NATIONAL DEVELOPMENTS, INC.  
DESCRIPTION: SEE SHEET 2 OF 2

SCALE: 1"=50'

JOB #18-1005

ABBREVIATIONS	
(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
C	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2	
LEGEND	
●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



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2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE EAST R/W LINE OF MIDWAY DRIVE BEING N1°12'26"W
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

A PORTION OF LAND SITUATED SECTION 8, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA, SAID TRACT OF LAND BEING DESCRIBED AS:

THAT PORTION OF MIDWAY DRIVE AS SHOWN ON MIDWAY PARK, AS RECORDED IN MAP BOOK 5, PAGE 25, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 18, SAID MIDWAY PARK; THENCE RUN N01°12'26"W ALONG THE EAST LINE OF SAID LOT 18, A DISTANCE OF 20.00 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD 100 AS DESCRIBED IN OFFICIAL RECORDS BOOK 798, PAGE 475, SAID PUBLIC RECORDS; THENCE N89°09'34"E ALONG SAID NORTH RIGHT OF WAY LINE, 9.00 FEET TO THE POINT OF BEGINNING; THENCE DEPART SAID NORTH RIGHT OF WAY LINE N01°12'26"W, 127.77 FEET; THENCE S88°47'34"W, 5.00 FEET; THENCE N01°12'26"W, 227.61 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 14, SAID MIDWAY PARK; THENCE N89°10'50"E ALONG SAID EASTERLY EXTENSION, 20.00 FEET; THENCE S01°12'26"E, 355.35 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD 100; THENCE S89°09'34"W ALONG SAID NORTH RIGHT OF WAY LINE, 15.00 FEET TO THE POINT OF BEGINNING.

TOTAL AREA OF DESCRIBED PARCELS CONTAINING 6,468 SQUARE FEET OR 0.15 ACRES, MORE OR LESS.

REFERENCE: PALM COAST WAWA

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF DESCRIPTION	FOR: UNICORP NATIONAL DEVELOPMENTS, INC.	7-12-2018	18-1005

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: UNICORP NATIONAL DEVELOPMENTS, INC.

SKETCH OF DESCRIPTION	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
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I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Digitally signed by Joseph E Zapert  
Date: 2018.07.12 11:30:57 -0400

J.E. ZAPERT, P.L.S. NO. 4046  
STEVEN T. KRUGER, P.L.S. NO. 4722  
C.O. VAN KLEECK JR., P.S.M. NO. 6149  
MICHAEL S. MURPHY, P.S.M. NO. 6208

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

**PHASE I**

**SITE DATA:**

SITE AREA:	2.95 ACRES
ZONING:	MPD
BUILDING AREA	6,119 SF
MAXIMUM BUILDING HEIGHT	45 FT
PROPOSED BUILDING HEIGHT	33 FT 4 IN
MAXIMUM ALLOWABLE F.A.R.	0.40
PROPOSED F.A.R.	0.07
MAXIMUM I.S.R.	0.70
PROPOSED I.S.R.	0.60

**BUILDING SETBACKS REQUIRED/PROVIDED**

	REQUIRED	PROVIDED
FRONT (SR100):	25 FT	173 FT
STREET SIDE (BULLDOG RD.):	25 FT	78 FT
REAR (NORTH):	10 FT	112 FT
INTERIOR SIDE (EAST):	10 FT	16 FT
CANOPY (EAST):	20 FT	6 FT
CANOPY (SOUTH):	20 FT	56 FT

**REQUIRED PARKING\*:**

1SP/200 SF BUILDING (6,119 SF):	31 SPACES
1SP/2 SEATS FOR FOOD PATRONS (26 SEATS):	13 SPACES
<b>TOTAL SPACES REQUIRED:</b>	<b>44 SPACES</b>

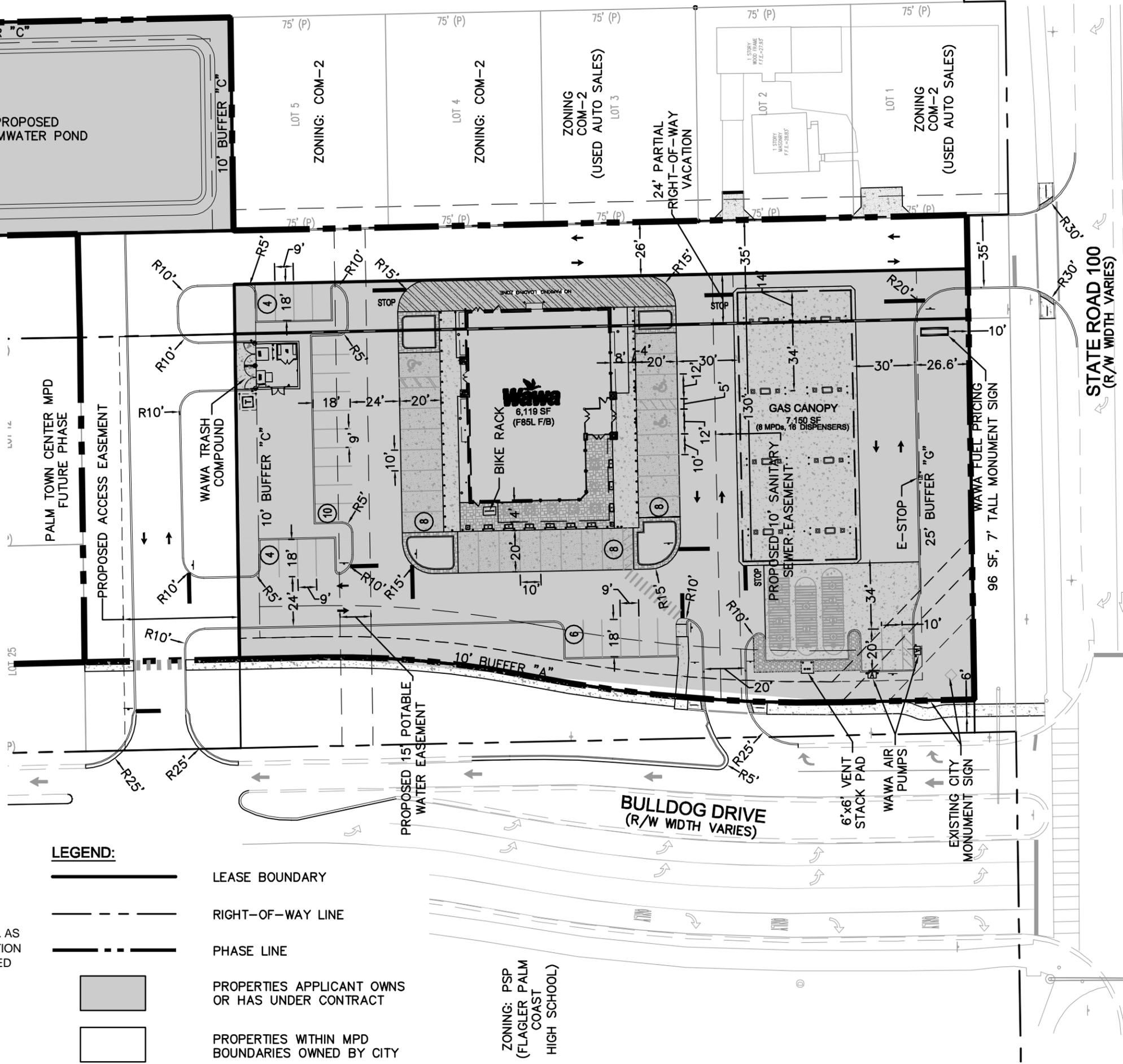
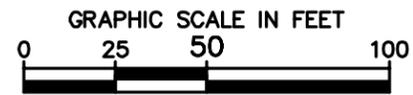
\*PROVIDED PARKING SHALL NOT EXCEED 120% OF REQUIRED PARKING

**PROVIDED PARKING:**

STANDARD SPACES (10'x20'):	23 SPACES
STANDARD SPACES (9'x18'):	24 SPACES
ADA SPACES (12'x20'):	3 SPACES
<b>TOTAL SPACES PROVIDED</b>	<b>50 SPACES</b>

**NOTE:**

1. THIS IS A PRELIMINARY SITE PLAN FOR ILLUSTRATIVE PURPOSES ONLY. AS SUCH, IT IS SUBJECT TO REGULATORY REVIEW AND PERMIT CONSIDERATION DURING THE TECHNICAL SITE PLAN STAGE AND WILL NEED TO BE UPDATED ACCORDINGLY.



**LEGEND:**

- LEASE BOUNDARY
- RIGHT-OF-WAY LINE
- PHASE LINE
- PROPERTIES APPLICANT OWNS OR HAS UNDER CONTRACT
- PROPERTIES WITHIN MPD BOUNDARIES OWNED BY CITY

ZONING: PSP  
 (FLAGLER PALM COAST HIGH SCHOOL)

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: July 31, 2018

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	3911	<b>Account</b>
		<b>#</b>
<b>Subject</b>	RESOLUTION 2018-XX APPROVING A BULLDOG DRIVERIGHT-OF-WAY MAINTENANCE MAP AND A REVISED RIGHT-OF-WAY MAP FOR BULLDOG DRIVE	
<p><b>Background :</b> The ultimate configuration of the Bulldog Drive Improvement project will consist of a 4-lane roadway that will continue north and connect to the recently constructed Central Avenue in Town Center. The 4-lane urban typical roadway section will have four (4) 12-foot through lanes (two in each direction) separated by a landscaped median, a 10-foot concrete multi-use pathway on the west side, a 6-foot sidewalk on the east side and curb and gutter. The initial phase that was constructed addressed the immediate needs of the project associated with traffic safety and stormwater issues that will consist of the construction of an interim 2-lane reconstruction of Bulldog Drive with a northbound left turn lane into the high school with ultimate improvements at the signalized intersection of SR 100 &amp; Bulldog Drive.</p> <p>The Preliminary Engineering Report dated November 14, 2008 identified additional Right-of-Way necessary for the Bulldog Drive Improvement Project. The City entered into an interlocal agreement with the Flagler County School District recorded June 9, 2010 identifies school district lands to be deeded to the City for the Bulldog Drive Improvement project. In addition there is additional Right-of-Way needed along the eastern edge of Bulldog Drive to be deeded to the City. City Council approved a Right-of-Way Map on December 20, 2013 to address the property needed for the construction of the initial phase. The City has since acquired the remaining property along the east side of Bulldog Drive. City Council approved a Bulldog Drive Right-of-Way Map in March of 2018.</p> <p>This item is to approve a maintenance map for Bulldog Drive. During the preparation of the Right-of-Way map it was discovered that the Plats for the Town Center Phase 3-Brookhaven at Town Center did not clearly identify a portion of property to be R/W for Bulldog Drive. To clarify this item the City had a Bulldog Drive Right-of-Way Maintenance Map prepared showing lands which have been maintained and reciting that the roads and associated rights-of-way have vested in the City of Palm Coast.</p> <p>In addition, this item is to approve a revised Bulldog Dog Drive Right-of-Way Map. After approval of the previous revised Right-of-Way Map the City contemplated a land exchange that includes property within the Bulldog Drive Right-of-Way. This item is for City Council to approve a revised Bulldog Drive Right-of-Way Map that removes the portion of land included in the land exchange as well as including the area identified in the Right-of-Way Maintenance Map.</p>		
<p><b>Recommended Action :</b> Adopt Resolution 2018-XX approving a Bulldog Drive ROW Maintenance Map and a Bulldog Drive ROW Map.</p>		

**RESOLUTION 2018 - \_\_\_\_**  
**BULLDOG DRIVE**  
**RIGHT OF WAY MAP MAINTENANCE MAP**  
**AND REVISED RIGHT-OF-WAY MAP**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA APPROVING THE BULLDOG DRIVE RIGHT-OF-WAY MAINTENANCE MAP AND THE BULLDOG DRIVE REVISED RIGHT-OF-WAY MAP; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO RECORD SAID MAPS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the ultimate configuration of the Bulldog Drive Improvement Project necessitates the need for additional Right-of-Way; and

**WHEREAS**, the roads and associated rights-of-way depicted in the attached Maintenance Map, lying in the City of Palm Coast, Florida are public roads which have been in the roadway system for many years; and

**WHEREAS**, the surface of the roads and associated rights-of-way contained in the Maintenance Maps have been maintained by the City for many years; and

**WHEREAS**, the roads and associated rights-of-way as depicted in the attached Maintenance map have vested in the City of Palm Coast by means of instruments of conveyance and by virtue of continuous and uninterrupted repair, and maintenance; and

**WHEREAS**, the roads and associated rights-of-way as depicted in the attached Maintenance Map have been maintained and repaired continuously and uninterruptedly by the City of Palm Coast for a time period exceeding seven (7) years; and

**WHEREAS**, Section 95.361, Florida Statutes, provides for the filing of the map showing lands which have been maintained and reciting that the roads and associated rights-of-way have vested in the City of Palm Coast; and

**WHEREAS**, the action taken herein is authorized by law and serves public purpose.

**WHEREAS**, the City Council of the City of Palm Coast desires to adopt and record a right-of-way maintenance map and a revised right-of-way map.

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

**SECTION 1. APPROVAL OF MAINTENANCE RIGHT-OF-WAY MAP.**

That the City Council hereby approves, confirms, ratifies, and adopts as the official Maintenance Map for Bulldog Drive for the City of Palm Coast as attached hereto and incorporated herein by reference as Exhibit “A”. The above recitals are hereby adopted as findings of fact and conclusions of law as if fully set forth in this operative part of this Resolution. The roads and associated rights-of-ways depicted in said maps shall hereby vest in the City of Palm Coast.

**SECTION 2. APPROVAL OF A REVISED RIGHT-OF-WAY MAP.** That the City Council of the city of Palm Coast hereby approves the Bulldog Drive revised Right-of-Way map, as attached hereto and incorporated herein by reference as Exhibit “A.”

**SECTION 3. AUTHORIZATION TO RECORD.** That the City Manager, or designee, is hereby authorized to record the Bulldog Drive Right-of-Way Maintenance Map and the Bulldog Drive revised Right-of-Way map, as attached hereto and incorporated herein by reference as Exhibit “A”.

**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 become effective immediately after its adoption by the City Council.

**PASSED and ADOPTED** at the meeting of the City Council of the City of Palm Coast on the 7<sup>th</sup> day of August, 2018.

**CITY OF PALM COAST, FLORIDA**

ATTEST:

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

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

Attachments: Exhibit A – Bulldog Drive Maintenance Right-of-Way Map and Bulldog Drive revised Right-of-Way Map

Approved as to form and legality:

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















# City of Palm Coast, Florida Agenda Item

Agenda Date : 07/31/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	3906	<b>Account</b>
		<b>#</b>
<b>Subject</b>	ORDINANCE 2018-XX AMENDING CHAPTER 42 STREETS, ROADS, BRIDGES AND OTHER PUBLIC PLACES RELATING TO UTILITY LINES IN PUBLIC RIGHTS-OF-WAY	
<b>Background :</b>	<p>The City permits utility lines to be located within City rights-of-way at a specified minimum depth. The City has discovered numerous instances where utility lines have not been installed at the required minimum depth resulting in damage to utility lines and subsequent claims against the City. The City has seen a significant rise in number of cable cut claims as well as the cost. The current ordinance requires that buried utility lines “be buried a minimum of 24” inches below the existing ground.” See Sec 42-47 (b). The majority of such claims relates to lines that are not 24” below ground and are impacted during the City’s swale maintenance efforts.</p> <p>The consultant for the Florida League of Cities, City’s insurer, has recommended that City’s ordinance be modified to require cable lines be buried and “maintained” at a minimum of 24 inches; and if not so maintained, the Utility Provider shall be responsible for repairs and replacement costs. Therefore, the changes set forth in the proposed Ordinance will address ongoing maintenance of cable lines which will protect the health, safety, and welfare of the public and thus benefiting the taxpaying residents of the City.</p>	
<b>Recommended Action :</b>	Adopt Ordinance 2018-XX amending Chapter 42, Streets, Roads, Bridges and other public places relating to utility lines in public rights-of-way.	

**ORDINANCE 2018-\_\_\_\_\_**  
**Utility Lines in City Rights-of-Way**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING CHAPTER 42 STREETS, ROADS, BRIDGES AND OTHER PUBLIC PLACES, ARTICLE II RIGHT-OF-WAY UTILIZATION, CODE OF ORDINANCES OF THE CITY OF PALM COAST; AMENDING SECTION 42-46, UTILITY OR STORMWATER CROSSINGS, TO REQUIRE UTILITY LINES TO BE BURIED AND MAINTAINED AT A MINIMUM DEPTH OF 24 INCHES; AMENDING SECTION 42-47, CONSTRUCTION STANDARDS, TO REQUIRE REPAIR OF DAMAGED UTILITY LINES AND RE-INSTALLMENT AT THE REQUIRED MINIMUM DEPTH; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Palm Coast (the "City") is a municipal corporation lawfully established and organized under the laws of Florida; and

**WHEREAS**, pursuant to Article VIII, Section 2 of the Constitution of the State of Florida, and Chapter 166, Florida Statutes, the City has the authority to enact ordinances for municipal purposes; and

**WHEREAS**, the City permits utility lines to be located within City rights-of-way at a specified minimum depth; and

**WHEREAS**, the City has discovered numerous instances where utility lines have not been installed at the required minimum depth resulting in damage to said utility lines and subsequent claims against the City; and

**WHEREAS**, in the interest of protecting the health, safety and welfare of the public, the City seeks to amend the Code of Ordinances of the City of Palm Coast to require a minimum depth for installation, re-installation and maintenance of buried utility lines; and

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

**WHEREAS**, the City Council of City of Palm Coast ("City Council") finds that this Ordinance is in the best interests of the health, safety, and welfare of the citizens of Palm Coast.

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

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

The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

**SECTION 2: AMENDMENT TO CHAPTER 42, STREETS, ROADS, BRIDGES AND OTHER PUBLIC PLACES, ARTICLE II, RIGHT-OF-WAY UTILIZATION.**

Chapter 42, "Streets, Roads, Bridges, and Other Public Places", Article II, "Right-of-Way Utilization" of the Code of Ordinances, City of Palm Coast, Florida, is hereby amended as follows:

**Section 42-46– Utility or stormwater crossings.**

\* \* \*

(b) *Canals, ditches and swales.*

(1)-(2) \* \* \*

(3) Drainage swales shall be restored to a design grade and any damage to swale area shall be fully repaired, including sodding, to conform to such condition as the swale existed prior to construction or to such other shape and grade as may be approved by the City Engineer. Any telephone, cable and fiber lines, which include, but are not limited to, RJ 11, copper, wire, fiber, aluminum coaxial, DSL, and T1 lines, placed in drainage swales located within City rights-of-way must be buried and maintained at a minimum of 24" below the bottom of the design grade of the drainage swale. For purposes of this subsection, "design grade" is the required grade as shown in the City of Palm Coast Technical Manual, Engineering Design Standards. Typical Residential Swale Profile, as may be amended, or as shown in the originally approved construction drawings for the property. Utility lines that are not maintained at the required depth and are damaged shall be repaired by the utility provider at the provider's cost and shall be re-installed and maintained at the required minimum depth.

**Sec. 42-47. - Construction standards.**

(a) \* \* \*

(b) Buried utility lines. Minimum vertical clearance for direct buried cable, conduit casings, utility lines, and duct systems shall be per location criteria for utilities in the State of Florida Department of Transportation Utility Accommodation Manual or in accordance with the requirements of the City's cable TV regulatory ordinance [article IV of this chapter] where that ordinance applies. Coaxial and glass fiber cables, including but not limited to, RJ 11, copper, wire, fiber, aluminum coaxial, DSL, and T1 lines shall be buried a minimum of 24 inches below the existing ground design grade, and shall be maintained at the installation depth (a minimum of 24 inches below design grade). For purposes of this subsection, "design grade" is the required grade as shown in the originally approved construction drawings for the property. Buried utility lines that are not maintained at the required depth and are damaged shall be repaired by the utility provider at the provider's cost and shall be re-installed and maintained at the required minimum depth.

**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 Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

**SECTION 4. CODIFICATION.**

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

**SECTION 5. CONFLICTS.**

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**SECTION 6. EFFECTIVE DATE.**

This Ordinance shall become effective 90 days after adoption of this Ordinance.

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

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

**CITY OF PALM COAST, FLORIDA**

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

ATTEST:

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

Approved as to form and legality

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

# City of Palm Coast, Florida Agenda Item

Agenda Date: 7/31/2018

<b>Department</b>	Planning	<b>Amount</b>			
<b>Item Key</b>	3909	<b>Account</b>			
<b>Subject</b>	RESOLUTION 2018-XX APPROVING A MODIFICATION TO AN AGREEMENT BETWEEN THE CITY OF PALM COAST AND FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR THE PURCHASE AND INSTALLATION OF A GENERATOR AT CITY HALL				
<b>Background :</b>	<p>In June 2017, City staff submitted eight grant applications to Florida Division of Emergency Management (FDEM) for 32 generators associated with City Hall, Community Center, 15 PEP pump stations and 15 Lift stations through the Hazard Mitigation Grant Program (HMGP) as a result of Hurricane Matthew Disaster Declaration (FEMA-4283-DR-FL). Prior to application, the referenced projects were integrated into the Flagler County Local Mitigation Strategy Plan (LMS) and subsequently prioritized with other community stakeholder projects in April 2017. The LMS working group approved 19 prioritized projects across the County for funding under Hurricane Matthew. The prioritizing of the projects and ensuring compliance with the LMS is a prerequisite of pursuing HMGP grant funding.</p> <p>With the exception of the Community Center, all City of Palm Coast applications advanced to the Federal Emergency Management Agency (FEMA) for further processing and consideration. The Community Center did not meet project criteria during FDEM's review based on the benefit cost analysis and function. The City Hall serves as a critical facility during disasters and provides emergency operations.</p> <p>The City of Palm Coast received the Federally-funded Subaward and Grant Agreement for the City Hall generator on December 11, 2017. The Federal Award Date is November 13, 2017 with a performance start and end date of "upon execution thru November 30, 2019". FDEM serves as a Sub-Recipient, "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal Program", and will be managing contract compliance on behalf of FEMA.</p> <p>The original HMGP application for City Hall indicated a 750 kW generator. After working with FDEM on the original agreement, staff identified an opportunity to modify the agreement and secure funding for a larger generator at a 1,000 kW capacity. The modification request was transmitted on April 23, 2018 and was successfully approved with FDEM and FEMA.</p> <p>The City Hall Generator cost share is 75% federal and 25% local. A comparison of the previously approved contract budget vs. the modified agreement budget is provided below.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><b>Original Agreement</b>            Project Cost: \$365,755.00 (100%)            Federal Share: \$274,316.00 (75%)            Local Share: \$91,439.00 (25%)</p> </td> <td style="width: 50%; vertical-align: top;"> <p><b>Modified Agreement</b>            Project Cost: \$430,729.00 (100%)            Federal Share: \$323,047.00 (75%)            Local Share: \$107,682.00 (25%)</p> </td> </tr> </table>			<p><b>Original Agreement</b>            Project Cost: \$365,755.00 (100%)            Federal Share: \$274,316.00 (75%)            Local Share: \$91,439.00 (25%)</p>	<p><b>Modified Agreement</b>            Project Cost: \$430,729.00 (100%)            Federal Share: \$323,047.00 (75%)            Local Share: \$107,682.00 (25%)</p>
<p><b>Original Agreement</b>            Project Cost: \$365,755.00 (100%)            Federal Share: \$274,316.00 (75%)            Local Share: \$91,439.00 (25%)</p>	<p><b>Modified Agreement</b>            Project Cost: \$430,729.00 (100%)            Federal Share: \$323,047.00 (75%)            Local Share: \$107,682.00 (25%)</p>				

The City's share has been budgeted for this fiscal year through the Capital Projects Fund in the amount of \$285,000.

The City of Palm Coast and the Florida Division of Emergency Management is requesting modification to the subgrant agreement to reflect the increase in federal funding in the amount of \$48,731.00 and local funding in the amount of \$16,243.00.

**Recommended Action :**

Adopt Resolution 2018-xx approving a modification to the agreement between the City of Palm Coast and Florida Division of Emergency Management for the purchase and installation of a generator at City Hall.

**RESOLUTION 2018 - \_\_\_\_\_**  
**HAZARD MITGATION GRANT PROGRAM**  
**CITY HALL GENERATOR AGREEMENT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A MODIFICATION TO FEMA AGREEMENT NUMBER H0023, IN THE AMOUNT OF \$48,731.00, FOR PROJECT NUMBER 4286-24-R; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast request approval of a modification to the FEMA Agreement Number H0023 for Project Number 4286-24-R, the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to approve the modification, for the above referenced project.

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

**SECTION 1. APPROVAL OF AGREEMENTT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the modification to the FEMA agreement number H0023 for Project Number 4286-24-R, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 7<sup>th</sup> day of August 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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MILISSA HOLLAND, MAYOR

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VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – 4283-24-R, MOD#1

Approved as to form and legality

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

Contract Number: H0023  
Project Number: 4283-24-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN  
THE DIVISION OF EMERGENCY MANAGEMENT AND  
CITY OF PALM COAST**

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This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Palm Coast ("the Recipient") to modify Contract Number: H0023, dated February 6, 2018 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Recipient under the Hazard Mitigation Grant Program of \$274,316.00, in Federal Funds; and

WHEREAS, the Division and the Recipient desire to modify the Agreement; and

WHEREAS, the Division and the Recipient desire to modify the Budget and Scope of Work by increasing the Federal funding by \$48,731.00 under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is amended to increase the Federal Funding by \$48,731.00, for the maximum amount payable under the Agreement to \$323,047.00, (Three Hundred Twenty Three Thousand, Forty Seven Dollars and No Cents).
2. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1<sup>st</sup> Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
5. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

**RECIPIENT: CTIY OF PALM COAST**

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

Name and Title: \_\_\_\_\_

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

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

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

Name and Title: Michael Kennett, Deputy Director

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

**Attachment A**  
**1<sup>st</sup> Revision**  
**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work (SOW) is to provide electric power during and immediately after a storm event to the City Hall in Palm Coast, Flagler County, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4283-24-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Palm Coast agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

**Project Overview:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall purchase and install an emergency generator at Palm Coast City Hall located at 160 Lake Avenue, Palm Coast, Florida 32164, (29.486360, -81.208295).

The proposed project includes a 1,000 kW generator that shall be installed on a concrete pad to provide the City Hall with electric power during and immediately after a storm event. Avoiding outages to this facility shall allow the call center to expand and shall stage employees to manage documentation and to assist citizens that could provide essential information of affected infrastructure allowing City staff to respond.

The project is designed to provide protection up to a 102-year event. Activities shall be completed in strict compliance.

**TASKS & DELIVERABLES:**

**A. Tasks:**

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or

suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

The Sub-Recipient shall provide executed contracts with contractors and/or subcontractors to the Division within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the building from windblown debris resulting from high wind storms which shall allow the function of the structure(s) to continue following a severe wind event. The structure shall upgrade to meet Florida Building Code and/or Miami Dade Requirements, includes all exterior openings.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.
- c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.

- d) Signed and Sealed copy of the As-built plans, as applicable.
  - e) Certified Letter of Completion, as applicable –
    - 1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
    - 2. Certify Compliance with all applicable codes.
  - f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
  - g) Proof of compliance with Project Requirements and Conditions contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request, attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

**Construction Expense:** The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

**Project Management Expenses:** The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

#### **B. Deliverables:**

Mitigation Activities consist of installing a 1,000 kW generator at Palm Coast City Hall located at 160 Lake Avenue, Palm Coast, Florida 32164, that shall provide electric power during and after a storm event.

The project is designed to provide protection up to a 102-year event. Activities shall be completed in strict compliance.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

#### **PROJECT CONDITIONS AND REQUIREMENTS:**

##### **C. Engineering:**

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final approval; as applicable.
- 3) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.

- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

**D. Environmental:**

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. The Division and FEMA shall approve a change in the scope of work *in advance regardless of the budget implications*.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E. Programmatic:**

- 1) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30-days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

This is FEMA project number **HMGP4283-24-R**, funded under FEMA-4283-DR-FL.

The project was awarded by FEMA November 13, 2017, and the Period of Performance for this project shall end on **November 30, 2019**.

**F. FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

**SCHEDULE OF WORK**

State and Local Contracting:	3	Months
Design / Permitting:	3	Months
Bidding and Contracting:	3	Months
Construction / Installation:	12	Months
Final Inspection/Closeout:	3	Months
<b>Total Period of Performance:</b>	<b>24</b>	<b>Months</b>

**BUDGET**

**Line Item Budget\***

	<u>Project Cost</u>	<u>Federal Share</u>	<u>Local Share</u>
Materials:	\$274,304.00	\$205,728.00	\$68,576.00
Labor :	\$143,250.00	\$107,438.00	\$35,812.00
Fees:	\$13,175.00	\$9,881.00	\$3,294.00
<b>Total:</b>	<b>\$ 430,729.00</b>	<b>\$ 323,047.00</b>	<b>\$ 107,682.00</b>

*\*Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**Funding Summary**

Federal Share:	\$323,047.00	(75%)
Local Share:	\$107,682.00	(25%)
<b>Total Project Cost:</b>	<b>\$ 430,729.00</b>	<b>(100%)</b>

# City of Palm Coast, Florida Agenda Item

Agenda Date : 07/31/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	3845	<b>Account</b>
<b>Subject</b>	RESOLUTION 2018-XX APPROVING 2019 LEGISLATIVE PRIORITIES	
<b>Background :</b>	<p>The Northeast Florida Regional Council (NEFRC) has requested that each county submit its top legislative priorities for inclusion in NEFRC's 2019 Legislative Priorities publication by September 7, 2018. Flagler County has requested submission from each city by August 3, 2018 in a similar format as previous years. City staff have attached the 2018 Legislative Priorities and request direction on the legislative priorities that City Council wants to submit for 2019. The Board of County Commissioners will consider the cities' submissions along with County priorities at their August 20, 2018 meeting.</p>	
<b>Recommended Action :</b>	Adopt Resolution 2018-XX approving 2019 Legislative Priorities	

**RESOLUTION 2018 - \_\_\_\_**  
**2019 STATE LEGISLATIVE PRIORITIES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE 2019 STATE LEGISLATIVE PRIORITIES; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, each year the Northeast Florida Regional Council (NEFRC) requests legislative priorities from Counties for inclusion in their publication; and

**WHEREAS**, Flagler County has requested legislative priorities from the City of Palm Coast for transmittal to NEFRC; and

**WHEREAS**, the City Council of the City of Palm Coast each year evaluates and develops a list of legislative priorities for transmittal to Flagler County, NEFRC, our state legislative delegation, and the City's State lobbyist.

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

**SECTION 1. APPROVAL OF LEGISLATIVE PRIORITIES.** The City Council of the City of Palm Coast, hereby, approves the 2019 State Legislative Priorities as attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 2. SEVERABILITY.** If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

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

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

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 7th day of August 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit "A" – 2019 State Legislative Priorities

Approved as to form and legality

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

NORTHEAST FLORIDA REGIONAL COUNCIL

# 2018

## LEGISLATIVE PRIORITIES



*"BRINGING COMMUNITIES TOGETHER"*

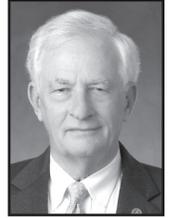


**Honorable John Drew\***

Chair - NEFRC Legislative Committee  
Nassau County  
Nassau County Tax Collector  
904-491-7413  
jdrew@nassautaxes.com

**Honorable Bill Gulliford**

Duval County  
City of Jacksonville City Council  
117 West Duval Street, Ste 425  
Jacksonville, FL 32202  
904-630-1397  
gulliford@coj.net



**Darryl Register\***

Baker County  
904-259-6433  
dregister@bakerchamberfl.com



**Honorable Elaine Brown**

Duval County  
904-280-4444  
brown@killasheev.com



**Helga Van Eckert**

Flagler County  
386-313-4071  
hvaneckert@flaglercountyedc.com



**Kelly Redford**

203 S. Highway 17  
East Palatka, FL 32131  
386-326-3499  
kellyra1986@yahoo.com



**Honorable Roxanne Horvath\***

St. Augustine City Commissioner  
P.O. Box 210  
St. Augustine, FL 32085  
904-825-1266  
duoarch@comcast.net

**Committee Purpose:**

*"Work collectively and promote regionally."*

**Committee Philosophy:**

*This committee is guided by the Home Rule Philosophy to develop and implement community-based solutions.*

**Committee Responsibilities:**

*To serve as the forum for the Northeast Florida Regional Council Board of Directors to collect its local governments' legislative priorities to promote a regional agenda.*

\*Florida Regional Councils Association Representative

# 2018 NORTHEAST FLORIDA REGIONAL COUNCIL LEGISLATIVE PRIORITIES



2018 LEGISLATIVE PRIORITIES OF THE NORTHEAST FLORIDA REGIONAL COUNCIL

*The following Regional Legislative priorities were determined by a consensus of the Legislative Committee. The Committee was guided by the Home Rule philosophy to develop and implement community-based solutions.*

## Infrastructure

- ★ Support economic prosperity and environmental protection through increased funding for water, wastewater, (including septic tank reductions) and stormwater infrastructure projects, understanding the regional and statewide importance of these initiatives to provide for the increasing needs of our citizens.

## Home Rule

- ★ Support the preservation of existing home rule powers and oppose any attempt to preempt local government home rule authority.

## Beach Restoration and Re-nourishment

- ★ Support enhanced funding for beach restoration and re-nourishment.

## Transportation

- ★ Support transportation funding for essential local government transportation projects and programs, including transit, bicycle and pedestrian modes that improve the economy and quality of life.
- ★ Support funding for the Small County Road Assistance Program, the Small County Outreach Program, Transportation Regional Incentive Program and the Transportation Disadvantaged Program.

## Affordable Housing

- ★ Support use of the Local Government Housing Trust Fund only for affordable housing programs and oppose any attempts to sweep the Trust Funds for other purposes.





**SMALL COUNTY ROAD PROGRAMS**

**Background:** The Small County Road Programs are critical to meeting Baker County's Transportation needs. The Small County Road Assistance Program (SCRAP), Small County Outreach Program (SCOP), Community Incentive Grant Program (CIGP) and the Transportation Regional Incentive Program (TRIP) provide necessary transportation funding for road improvements.

**Requested Action:** Support continuation and increase monies generated by statewide gas tax collections to the State Transportation Trust Fund to provide essential transportation programs such as SCRAP, SCOP, CIGP and TRIP. Prohibit the creation of any legislation that would restrict these types of funds due to comprehensive plan amendments adopted by small counties.

**Effect:** Continuation of these vital programs will enable counties to make much needed road improvements, create jobs, correct environmental problems created by runoff, and stimulate the local economy.

**HURRICANE PREPAREDNESS/SENIOR CITIZENS CENTER**

**Background:** Baker County has two hurricane shelters and a population of 27,000. The County is a "recipient county" for urban Duval and other nearby coastal communities. The County has daily needs for facilities to serve senior citizens. Property has been acquired and plans prepared for a building that can meet both needs. Matching funds assistance from the State would allow the construction of a facility that will meet local and regional needs.

**Requested Action:** Support funding for a dual purpose facility.

**Effect:** Will provide a multi-purpose building for our senior citizens and also provide a shelter for evacuees and their pets for local and regional residents in the event of a major hurricane.

**OPPOSE EFFORTS TO PRIVATIZE THE NORTHEAST FLORIDA STATE HOSPITAL (NEFSH) AND DEPARTMENT OF CORRECTIONS (DOC) FACILITIES**

**Background:** NEFSH and DOC are important employers in Baker County. Baker County's economy is heavily dependent on the jobs generated by these facilities.

**Requested Action:** Oppose legislation mandating privatization and contracting procedures without giving the affected facilities an opportunity to achieve similar savings internally.

**Effect:** A factually motivated decision should be made regarding the effectiveness of outsourcing NEFSH or DOC services. The current public provider of service should have an equal opportunity to continue to providing the level of service.

**PUBLIC LIBRARIES: STATE AID TO LIBRARIES & MULTI-LIBRARY COOPERATIVES**

**Background:** The State Aid to Libraries grant program benefits all libraries in our State.

**Requested Action:** Fund the State Aid to Libraries program at least at the minimum maintenance of effort level.

**Effect:** State Aid pays for many activities in our public libraries; State Aid also brings \$8 million in federal funds to Florida through the Library Services and Technology (LSTA) program. LSTA funds keep our State Library open, pays for the Florida Electronic Library (databases for all residents), and funds our Multi-Library Cooperatives (MLC's). The minimum maintenance of effort (MOE) level will ensure the funding for our local MLC's and ensure that Florida receives its full share of federal dollars through LSTA.

**REVENUE DIVERSIFICATION**

**Background:** Ad valorem taxes have been insufficient and an inequitable source of revenue for small counties. Counties need to have the flexibility to levy additional sales tax at their discretion.

**Requested Action:** Allow counties the option to levy an additional sales tax.

**Effect:** The additional sales tax will create additional revenue for local governments that will affect the community as a whole and not limit the burden solely to property owners.



### **WATER AND WASTEWATER INFRASTRUCTURE EXPANSION**

**Background:** The City of Jacksonville and JEA formed a partnership in 2016 to reduce septic tanks in Duval County. In order to effectively prioritize areas of need, the Jacksonville City Council unanimously approved a matrix system, ranking 35 neighborhoods identified by the Duval County Health Department for septic tank removal when funding is available. The matrix considers environmental, health and welfare concerns together with community considerations, such as median home value, providing for a matrix which evaluates a wide range of factors. Although Jacksonville has upwards of 65,000 septic tanks throughout the County, and several thousand near natural waterbodies or drainage facilities that discharge to waterways, the neighborhoods represented on the priority matrix will remove or properly abandon about one third of the septic tanks in Duval County.

Realizing infrastructure investment requires community engagement; the program requires that 70% of the property owners in a designated neighborhood agreed to connect into the utility system before the project can move forward. In early 2017, the City of Jacksonville and JEA commenced outreach efforts in the highest ranked neighborhood, Biltmore C. Community meetings, phone calls, door-to-door visits, and mailings were all utilized to ensure every property owner was made aware of the program. Per program requirements, the 70% participation threshold must be achieved within six months of the official notification of the project to property owners. Diligent outreach efforts resulted in a greater than 70% community participation within the 6-month timeframe for Biltmore C.

**Requested Action:** To complete this project, the City requests additional funding in the Department of Environmental Protection budget to assist with water and wastewater infrastructure expansion and septic tank reduction.

**Effect:** By allowing for additional funding to expand water and wastewater infrastructure and eliminate septic tanks, the City of Jacksonville will positively impact the St. Johns River and its tributaries as well as stimulate economic growth and development, particularly in economically disadvantaged areas.

### **FLOOD MITIGATION AND URBAN GREENWAY PROJECT**

**Background:** McCoy's Creek, a navigable waterway of the state, is prone to frequent flooding from rain events and saw severe flooding from several recent storm events. The surrounding roadways, residential and commercial properties are located in a flood zone. A master storm water plan was prepared in 2007 and several projects have been locally funded since that time. The most cost effective flood mitigation option for this area, and one that provides the most beneficial long term solution for the community, is the closure of McCoy's Creek Blvd. and raising several bridges that cross the creek, restoring the natural floodplain. The project thereby removes McCoy's Creek Blvd and the adjacent residential and commercial properties from the 100 year flood plain while maintaining the character of the community, restoring wetlands and habitat and providing for recreational uses and connectivity.

**Requested Action:** Duval County requests funding opportunities in the Florida Department of Transportation's budget to assist cities and counties with the flood remediation and bridge elevation.

**Effect:** By assisting with funding, the State will help Jacksonville achieve its goal of turning this flooded road into a pedestrian and bicyclist greenway along the creek bank and revitalize the economic viability of the area for development as well as connect the area to downtown.

### **STREET PUMP STATION**

**Background:** The LaSalle Street drainage basin is located in the historic San Marco area to the south and east of the St. Johns River. Development in this area dates back to the early 1900s. The river is both the community's signature feature and the primary receiving water body for the area's storm water runoff. However, this makes the neighborhood particularly susceptible to flooding during rain events, which is exacerbated during high tide. The flooding has been an issue in this area for decades. The most recent storm required that Search & Rescue units be sent into the area. Those teams rescued 100 people.

When the neighborhood floods, the quality of life for the residents is diminished: residents are stuck in their homes and regularly featured dining, historic destinations and local businesses are unable to remain open slowing economic activity and the collection of sales tax revenues. In addition, flooding in this area blocks citizens' access to one of the city's largest hospital. Citizens of Jacksonville are unable to travel through the area and the flooding is hazardous for vehicles and pedestrians.

**Requested Action:** Funding is sought to assist the City in completing a storm water pump station within the LaSalle Street basin, along with associated collection system upgrades to improve drainage and minimize flooding.

**Effect:** Receiving additional funds from the State will help Jacksonville permit and construct the pumps necessary for the resolution on the flooding problem and decrease the debris and other environmental/landscaping chemicals that flow into the St. Johns River decreasing the concern for water quality.



**HOME RULE**

**Background:** Local Government is closest to the people and the daily provider of the majority of public services Floridians rely on. In providing these various services, local leaders must determine how best to deliver services in their community while staying within their financial means. While there is no denying that the State Legislature plays an important role in standardizing some issues across the third largest state in the Country, we ask that issues coming before the Legislature be viewed through the lens of constitutionally granted “home rule” for local governments. It is imperative that local leaders are given the opportunity to lead and avoid a local dispute in one community from becoming the burden of every other City and County in the State.

**Requested Action:** Seek local government input on possible legislative matters that have the potential of impacting local communities.

**Effect:** Better communication with local governments to avoid negative legislative impacts on local services that may also have unintended consequences, avoid negative impacts on local property taxes and/or not reverse decisions that have been vetted on a local level.

**ENHANCE FUNDING FOR WATER, WASTEWATER, AND STORMWATER INFRASTRUCTURE PROJECTS**

**Background:** Florida local governments must be equipped with the adequate funding and tools necessary to protect State natural resources and citizens living within these areas from development impacts and fallout from weather related incidents. The funds recently allocated by the Legislature for these types of infrastructure projects has been growing, but not at the pace necessary to address the rapidly growing regional needs and environmental challenges throughout the State. Statewide problems with springs, algae blooms, and other environmental disasters will require State and local leaders action on regional and local projects to avoid future disasters and reversal of the current ones. Projects require money and while local leaders are coming to the table, state financial partnership is needed with grant assistance.

**Requested Action:** Continue to increase funding levels for water, wastewater, and stormwater infrastructure projects understanding the local, regional and statewide environmental importance of these initiatives.

**Effect:** Empowering local governments with grant funds to ensure safe drinking water and proper treatment of wastewater and stormwater, which will in turn protect and restore critical natural resources throughout the State.

**MAINTAIN AND FUND BEACH RESTORATION AND RE-NOURISHMENT**

**Background:** There are 18 miles of sandy beaches along the Flagler County coastline. The beaches of Flagler attract millions of visitors each year and are also enjoyed by residents of the entire north Florida region. Not only do beaches support tourism and the local economy, they also help protect property and provide critical habitat for sea turtles, shore birds, and other marine wildlife. The long-term management of the County’s shoreline involves shore protection projects, dune enhancements, and regional sediment management with extensive partnerships with State and Federal agencies. The beach along the oceanfront in Flagler County provides shore protection for erosion caused by waves and other coastal processes. The back to back hurricanes, (Matthew-2016 and Irma-2017) has caused severe beach erosion.

**Requested Action:** Continue to maintain and fund beach restoration and re-nourishment projects. As communities come to the table with resources, state finance partnerships are needed to provide assistance. The local and state partnership in the allocation of resources demonstrates on a federal level the importance of the beaches and the need for funding on a federal level.

**Effect:** Healthy beaches are one of Florida’s most valuable assets. They are essential to the tourism revenues of coastal communities across Florida.



### **HOME RULE**

**Background:** 166.021 Powers. (1) As provided in s. 2(b), Art. VIII of the State Constitution, municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law.

**Requested Action:** Support home rule powers to ensure control of local government.

**Effect:** A large majority of legislation creates unfunded mandates. Economically challenged and distressed cities do not have a funding mechanism for these mandates. The proposed expansion of the homestead exemption further limits the local government in its ability to serve the needs of the citizens. Local governments will be required to either reduce services or increase taxes of businesses and residential owners. Any state imposed limitation on impact fees will further jeopardize home rule. These fees are crucial for local governments to fund infrastructure created by new developments. And finally, bills such as CS/CS/HB 687, which preempts local government from regulating the placement of wireless facilities within our right of ways is an outright assault on home rule.

### **UTILITY PROJECT FUNDING**

**Background:** The City of Bunnell faces a problem of aged, outdated and failing utility infrastructure.

**Requested Action:** Funding is sought to construct and update utility infrastructure and build stormwater systems to mitigate potential property losses.

**Effect:** This funding will assist smaller Cities to offset large capital outlays and help them maintain accepted levels of services.

### **MAINTAIN AND FUND BEACH RE-NOURISHMENT**

**Background:** The City of Bunnell recognizes the economic-impact of the Florida beaches as they attract visitors, support businesses and sustain jobs. In addition, beaches are a recreational resource for local residents, and provide protection for private and public properties adjacent to the ocean.

**Requested Action:** Request that the State of Florida cooperate with local governments and agencies to ensure adequate funding to assist with federal and local beach re-nourishment.

**Effect:** Beach re-nourishment will ensure adequate opportunities for residents and visitors alike to have a quality beach experience.



**WATER QUALITY AND WASTEWATER INFRASTRUCTURE:**

**Background:** Many communities continue to rely on decades-old water and wastewater infrastructure. In coastal communities, potable water lines are subject to saltwater intrusion. Corroding metal sewer system pipes and deteriorating lift stations pose a constant threat to the environment. Some communities still allow private septic systems because of the financial burden of extending sewer lines and putting the onus on its residents to pay impact fees. New wells need to be drilled to keep up with population growth and to provide the necessary water pressure for fire hydrants.

**Requested Action:** Increase both the number and the dollar amount of grants offered by federal and state agencies to small and rural communities in order to improve their water and waste water facilities. Provide the needed resources for communities to implement new technological improvements that will lower energy demands while meeting a higher demand.

**Effect:** Encourages local governments to plan their budgets properly and seek additional funding opportunities. This reduces the probability of a local facility becoming a burden to the State.

**FLAGLER BEACH RESTORATION**

**Background:** Flagler Beach has a tourist-dependent economy. In 2002, House Resolution 2676 provided for the U.S. Army Corps of Engineers to conduct a Feasibility Study of Flagler County's coastline for Beach Re-nourishment. The recommendation from that study was to provide shoreline protection to 2.6 miles in Flagler Beach to extend the dune 10 feet and protect S.R. A1A. A Joint Participation Agreement between Flagler County and Florida Department of Transportation was to provide \$1 Million for the design phase and \$3.8 Million for the construction phase. Additional funding is being sought from FDOT, Florida Department of Environmental Protection (which will help fund construction up to 50%), the Tourist Development Council, and federal funds.

**Requested Action:** That the State of Florida promotes the funding of beach re-nourishment programs through partnerships with state agencies and local governments.

**Effect:** The preservation of a vital recreational resource and a section of scenic highway State Route A1A that through local, national, and international tourism has a high-impact, positive effect on the City's and County's economy.

**CONSIDERATION TO ENSURE HOME RULE AND NO UNFUNDED FINANCIAL MANDATES TO LOCAL MUNICIPALITIES:**

**Background:** The Constitution Revision Commission (CRC) will meet in 2017-2018 and will recommend changes to Florida's Constitution that may appear on the 2018 general election ballot. Municipalities are the only form of government, created to serve the needs and desires of its citizens. Local self government is the keystone of American democracy and constitutional municipal home rule authority should be protected and preserved. Unexpected financial directives issued by legislators can have a negative impact on local governments. Unfunded mandates takes money away from programs intended to support or improve the quality of life of our citizens. An alternative would be to engage local governments in program-specific partnerships with state and/or federal agencies in order to provide a level of service above and beyond the basic necessities.

**Requested Action:** Urge the CRC to adopt proposals that strengthen municipal home rule authority and further restrict unfunded state mandates.

**Effect:** Program-specific partnerships with cost-share budgets help cities direct funding to projects particular to the local economy.



### **PROTECT HOME RULE**

**Background:** In 1968, Florida voters amended the state constitution to confer broad “home rule” powers on municipal government. This change was an unequivocal expression of support for local self-government by the people of the State of Florida and the right of the people to access government to address local needs and problems. Unfortunately, each session, bills are proposed that contradict the will of the people and usurp local control, where the local elected officials are more accountable and responsive to their concerns.

**Requested Action:** Oppose legislation and initiatives that eliminate municipal home rule powers.

**Effect:** Allow local government to operate without interference from state government and provide its citizens with better access and response from local elected officials.

### **ENHANCE WATER AND WASTEWATER FUNDING**

**Background:** The City of Palm Coast doubled in population from 2000 to 2010. By 2035, our population is expected to once again double. In addition, the amount of regulatory requirements from both the State and Federal government has increased in order to provide safe drinking water and properly treat wastewater. In the last few years, the City has and will continue to spend millions of dollars on projects directly related to State and Federal regulatory requirements (e.g. Zero Liquid Discharge \$11.4 million, wellfield expansion projects \$2.75 million).

**Requested Action:** Enhance and provide additional funding for water and wastewater infrastructure projects.

**Effect:** Ensure safe drinking water and proper treatment of wastewater in a cost-effective manner.

### **PROVIDE BEACH RENOURISHMENT FUNDING**

**Background:** Tourism and its economic impact helps diversify the economy in Palm Coast. Tourists visit Palm Coast not only for our outdoor activities, sporting events, and cultural activities, but also to enjoy the wonderful beaches in Flagler Beach and Flagler County.

**Requested Action:** Promote and provide funding of beach renourishment programs through partnerships with state agencies and local governments.

**Effect:** Ensure that the City’s economy is vibrant and diverse through continued visitor spending.



**ECONOMIC DEVELOPMENT NECESSITIES**

**Background:** Putnam County has been struggling to stimulate economic growth, and has been deterred by the depressed economic environment for the past several years. The County is in dire need of the economic resuscitation that is being realized in all of our surrounding counties. There are several factors which must be mitigated in order to achieve the results necessary to grow and sustain this County. Assistance from both the State and Federal governments is absolutely necessary for success. To date, we have received some assistance, but a more intensive effort by both parties is necessary to achieve success.

**Requested Action:** There are several actions that are necessary to achieve a modicum of success for our economic development.

• Monetary assistance is necessary to continue to expand our infrastructure in East Putnam.

- Continue the multi-laning efforts for U.S. Highway 17 S. and S.R. 20. These are major corridors through Putnam County and are vital to our Economic Development plans.
- The Small County Road Assistance Program (SCRAP) and the Small County Outreach Program (SCOP) provide necessary transportation funding for continued road improvements.
- Increase the height of the Shands Bridge (located on SR16, connecting St. Johns and Clay Counties).

**Effect:** The opportunity to achieve immediate growth through housing development, expansion of current businesses, the ongoing paving initiatives and the revitalization of new and existing industrial concerns will increase employment and expand County tax revenues.

**PRESERVATION OF RODMAN RESERVOIR (LAKE OCKLAWAHA) AS A FUTURE WATER SOURCE**

**Background:** Rodman Reservoir (Lake Ocklawaha) stores, at normal levels, approximately 21 billion gallons of water. More than 646 million gallons of water flow over the Kirkpatrick Dam into the St. Johns River per day. This volume of water makes Rodman a potential source of surface water that could provide potable water. Rodman Reservoir (Lake Ocklawaha) protects the St. Johns River from an overload of nutrients by filtering the water that flows into Rodman before it flows over the Kirkpatrick Dam into the St. Johns River.

**Requested Action:** Continue to support the preservation of Rodman Reservoir (Lake Ocklawaha) as a wildlife refuge, potential water resource and a filter of excessive nutrients for the citizens of Putnam County. Support the traditional drawdown of reservoir water levels.

**Effect:** The preservation of Rodman Reservoir (Lake Ocklawaha) will enable Putnam County to evaluate its viability as a water source when planning for a central water system to serve parts of Putnam County west of the St. Johns River and to protect the St. Johns River from excessive nutrients. Also, Rodman Reservoir serves as an economic engine driven by recreational and competitive fishing.

**SMALL AND RURAL COUNTY DISASTER DEBRIS REMOVAL (1) and WASTE/RECYCLING FUNDING (2) ASSISTANCE**

**Background:**

1. Putnam County is in a critical budget year which is exacerbated by the long delays in FEMA reimbursements for disaster debris removal. We are a rural financially constrained county with limited taxing options with which to mitigate this crisis.
2. Although small and rural counties have been previously funded for small county solid waste management grants, Putnam County's solid waste and recycling efforts are in crisis. This is largely due to the inadequate solid waste intake for disposal.

**Requested Action:**

1. Putnam County needs immediate funding assistance for disaster debris removal. FEMA reimbursements are years behind, and we are still awaiting reimbursement for Hurricane Matthew from 2016. With Hurricane Irma, we will have to withdraw funds from both the sanitation budget fund for debris removal and general fund for emergency repairs and overtime.
2. Putnam County would like to have increased continued assistance for recycling, white goods, tire removal funding, and consideration for grants to stimulate innovative programs that would resolve the current solid waste and landfill issues.

**Effect:**

1. Special funding will facilitate the county in returning to a normal operational status of solid waste and debris removal which would help lessen our critical budget constraints.
2. Funding would allow Putnam County to continue our recycling efforts of increasing recycling goals and participation, thereby increasing the life of our current landfill.

**RESTORE MAXIMUM FUNDING OF THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)**

**Background:** There is a need in rural communities for housing assistance for rehabilitation and new construction for low and moderate income persons. Waiting lists continue to increase even though the Legislature has redirected funding previously established by the Sadowski Act under the State Housing Initiatives Partnership (SHIP).

**Requested Action:** Restore maximum funding of each County's SHIP allowance as projected prior to the funding reduction by the Legislature.

**Effect:** Restoration of maximum SHIP funding amounts will immediately increase the number of individuals receiving SHIP assistance, thereby creating a positive effect on Putnam County's ad valorem revenues.



## TRANSPORTATION

**Background:** Past growth has resulted in continued needs for transportation network improvements. The lack of improvements impacts desired quality of life projects, causes increased traffic congestion and hampers economic development potential. Increased traffic network demand with a reduced revenue stream has stressed state and local government's ability to meet regional/community needs and protect quality of life and economic development needs.

**Requested Action:** Support transportation funding legislation that improves economic development, quality of life, the Small County Road Assistance Program (SCRAP), the Small County Outreach Program (SCOP) and Transportation Regional Incentive Program (TRIP).

- Replenish the Transportation Trust Fund and use the fund for transportation projects only. Don't use that revenue fund as a bill payer for unrelated budget line items. Initiatives such as TRIP and the Transportation Disadvantaged programs are beneficial to both the state and local government and need to be fully funded.
- Request FDOT provide full funding for the US 301 and Crawford Road Rail Overpass.

**Effect:** A fully funded FDOT allows local governments to effectively work with and leverage local and regional projects benefitting the citizens.

## WATER & SEWER INFRASTRUCTURE

**Background:** In order to promote both economic development and to reduce the impact of septic systems and individual wells on the environment, it is necessary to provide additional grant funding for the expansion of water and sewer infrastructure. By providing additional grant funding this will allow for lower income areas to more easily take advantage of programs to implement central water and sewer and to reduce the impacts of septic tanks and individual wells. Additional grant funding for system expansion(s) and fast track permitting of water and sewer system expansion will also allow for enhanced economic development. Having the ability to quickly get water and sewer to sites already approved for industrial development will increase Florida's economic competitiveness in attracting industry.

**Requested Action:** Provide additional grant funding in both the Department of Environmental Protection (DEP) and the Department of Economic Opportunity for the expansion of funding sources to provide water and sewer to eliminate septic systems and individual wells and also for Economic Development purposes.

**Effect:** By allowing for additional funding sources to expand water and sewer for economic development purposes and to provide for the elimination of well and septic systems in environmentally sensitive areas, this will have a direct positive impact on economic development and reduction in environmental impacts in environmentally sensitive areas.

## PURCHASING POLICY

**Background:** As part of the preparation of the Capital Improvement Program, staff is required to include updated cost estimates. According to Florida Statute 337.168, The Florida Department of Transportation is not required to provide final cost estimates as a project is being prepared for bid. By not providing updated information as part of the Capital Improvement Program, this would provide more incentive for contractors to give their best bid as opposed to "bidding the cost estimate."

**Requested Action:** Support Legislation that would amend Florida Statute 337.168 to include local governments in the exemption of providing finalized estimated costs for projects.

**Effect:** Enhanced competitive bids to be received.



**TRANSPORTATION**

**Background:** St. Johns County's road network has not kept up with the County's rapid growth, resulting in severe congestion on several key roadways.

**Requested Actions:**

- **State Road 312, including the State Road 313 Bypass** – Request \$95 million for the proposed State Road 313 Extension/Bypass from State Road 207 to State Road 16; and request \$30 million for Design, Right-of-way Acquisition and Construction from State Road 16 north to Woodlawn Road.
- **State Road 16 and International Golf Parkway Intersection Improvements** – Request \$4 million for the purpose of improving the State Road 16 and International Golf Parkway intersection to enhance traffic safety and capacity. Construction includes travel lanes, turn lanes, and signal improvements.
- **County Road 2209 / International Golf Parkway to State Road 16** – Request \$5 million for the purpose of constructing a new four-lane roadway segment to improve traffic safety and congestion. The construction includes travel lanes, turn lanes, sidewalks, and signal improvements. This will also improve safety and alleviate congestion at the nearby intersection of State Road 16 and International Golf Parkway.
- **County Road 2209 / County Road 210 to State Road 16** – Request \$90 million for the proposed County Road 2209 from County Road 210 to State Road 16; and ensure maximum eligibility of State, Federal, and regional funding sources for County Road 2209 by designating it as a Strategic Intermodal System Facility from State Road 9B Extension to the First Coast Expressway.
- **County Road 2209 and County Road 244 Intersection Improvements** – Request \$1.5 million for the purpose of improving traffic safety and congestion at this intersection of two major collector roads. Construction includes turn lanes, directional islands, and signal improvements. This major intersection is immediately south of the new State Road 9B Interstate connection to County Road 2209.
- **County Road 244 Widening from Roberts Road to Oxford Estates** – Request \$2.5 million for the purpose of improving traffic safety and roadway capacity. This project will widen a section of County Road 244 from the existing four-lane section up to the Oxford Estates development. Construction includes adding two travel lanes, turn lanes, and signal improvements.
- **County Road 5A Safety Improvements** – Request \$8.5 million for the purpose of improving traffic safety and congestion, pedestrian and bike safety, and water quality on County Road 5A. Construction includes turn lanes, bike lanes, sidewalks, and stormwater ponds.
- **First Coast Expressway** – Include in the FDOT Work Program adequate funds to move this critical project of the First Coast Expressway from I-95 to U.S. 17 to construction at the earliest possible date; ensure the highest funding prioritization for this critical First Coast Expressway segment eligible for the greatest possible range of funding resources.
- **County Road 210 Overpass at U.S. 1** – Request \$32 million in State funds for construction of a full interchange, including ramps, for the County Road 210 overpass over U.S. 1 as phase two of this interchange project.
- **Expansion of St. Johns County Public Transit** – Improve Medicaid transportation by moving it back to the coordinated system under Chapter 427, F.S.; expand transit service provided by St. Johns County to include decreasing transit headways and expand operating time; and ensure maximum eligibility of State, Federal, and regional funding sources to provide funds to expand transit service in St. Johns County.
- **County Road 305 Extension from County Road 13S to State Road 206** – Request funding for the construction of a segment of County Road 305 to connect County Road 13S and State Road 206.

**Effect:** Funding these transportation improvements will relieve traffic congestion, clarify transportation authority, and reduce associated risks to the health, safety, and well-being of the users of those roadways.

**ECONOMIC DEVELOPMENT**

**Background:** In many circumstances, new businesses who are seeking a site for relocation or expansion request financial incentives by local, regional, and statewide entities as an inducement to make a final location selection. Providing local governments with additional confidentiality, funding mechanisms, and educational opportunities would give Florida a competitive advantage when competing for economic development and job creation.

**Requested Actions:**

- **Public Record and Open Meeting Exemptions for Economic Development Agencies** – Amend Sections 286.0113 and 288.075, Florida Statutes, to enhance the confidentiality of economic development activities by allowing the Board of County Commissioners to deliberate in private regarding an economic development proposal and allow confidential information in the possession of an economic development agency to be provided to a member of the Board of County Commissioners without such communication being considered a disclosure, which would terminate the confidential nature of the information.

# 2018 NORTHEAST FLORIDA REGIONAL COUNCIL LEGISLATIVE PRIORITIES



- **Funding of State-level Economic Development and Workforce Education and Training Programs** – Enhance funding for the State-level Economic Development Incentive Toolkit and Workforce Education and Training Programs, including the reinstatement of the Quick Action Closing Fund or similar performance-based program to allow Florida to be more competitive with other states to attract high-impact projects, diversify our economy, and create jobs.
- **University Recruitment and Development** – Request funding for the recruitment and development of public and private universities within St. Johns County.

**Effect:** Having the ability to negotiate in the “shade” would allow St. Johns County and other public agencies throughout the state to be more competitive with other states when vying for large-scale economic development projects, and additional funding would allow local entities to expand job creation programs and educational opportunities.

## WATER QUALITY/WATER CONSERVATION

**Background:** Water quality, water distribution, and wastewater services remain high priorities in St. Johns County due to a variety of environmental factors. Due to record growth, the County remains in a continual state of planning, construction, and maintenance of water and wastewater facilities. In addition, St. Johns County was impacted by both Hurricane Matthew and Hurricane Irma within a 12-month period, bringing to light drainage concerns throughout a variety of communities within the County’s boundaries. As a result of these dynamics, funding for water quality, water conservation, wastewater services, and drainage improvements remains one of the County’s highest priorities.

### Requested Actions:

- **Sustainable Florida and Water Conservation** – Support legislation that encourages research, policies, and best practices associated with appropriate water conservation and Sustainable Florida measures:
  - Reinstatement of the annual State funding for alternative-water-supply development and water-quality improvement and make it a recurring source of annual State funding.
  - Support regional partnerships, incentives, and cooperative approaches to address long-term water sustainability in Florida.
  - Set a per capita target or goal for water use and quantifiable best management water practices and provide a stable funding base for the Conserve Florida program.
  - Support Florida-specific research on climate change and water management interrelationship to better understand the State’s water vulnerabilities and make appropriate, effective adaptations to water-planning regulatory and financial programs.
  - Encourage regional visioning and support sustainable community design.
  - Strengthen Florida’s buildings to address issues of hurricane protection, insurance rates, water conservation, and energy conservation.
  - Continue the identification of Florida’s critical lands and waters and pursue new conservation methods.
- **Total Maximum Daily Loads (TMDL) Regulations** – Request \$60 million in State funds over the next five years to assist in complying with the existing unfunded mandates for TMDL’s contained within the County’s National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System (MS4) permit to preserve and protect the St. Johns River and its tributaries, the inter-coastal waterways, and other regional bodies of water. This funding could come from a specific and dedicated revenue source, authorized by the Florida Legislature, which is not currently available to local government jurisdictions.
- **Storm Water Trust Fund Pilot Program** – Request the Florida Legislature support legislation that establishes a pilot program for small coastal cities to improve resiliency to sea level rise.
- **City of St. Augustine Water, Wastewater, and Stormwater Infrastructure Funding** – Support appropriations to increase funding for increasing resiliency in water, wastewater, and stormwater infrastructure in the City of St. Augustine.
- **Town of Hastings Water Infrastructure Funding** – Request \$1.1 million for the repair and replacement of water infrastructure in the Town of Hastings.
- **Deep Creek Channel Drainage** – Request \$1 million for the design and permitting of the Deep Creek Channel Project to alleviate significant flooding in St. Johns County and minimize future damage to state roads, agricultural commerce, commercial businesses, public facilities and residential homes in conjunction with the creation of a programmatic long-term maintenance mission.
- **Ponte Vedra Boulevard Drainage Improvement Funding** – Request \$2 million for stormwater drainage improvements and pavement rehabilitation along Ponte Vedra Boulevard between Corona Road and Miranda Road.

**Effect:** Funding for water quality, water conservation, wastewater services, and drainage improvements would allow the County to address the service needs of an exponentially-growing community, as well as ensure the health, safety, and welfare of the residents who call St. Johns County home.



**VACATION RENTALS**

**Background:**

- Current statutory preemption of local zoning regulations directly and adversely affect the quality of life of residents.
- Local governments are best qualified to balance the needs of residents with those of commercial short-term rentals.
- Zoning regulations have traditionally been a local matter.

**Requested Actions:** Support legislation to promote home rule for vacation rentals.

**Effect:** Support home rule on zoning matters and limit the use of state preemption of vacation rental regulations.

**COMMUNITY REDEVELOPMENT AGENCIES**

**Background:**

- Community redevelopment areas provide opportunities for growth and economic development to blighted areas and are a benefit to local governments.
- Enacting any changes that limit or dismantle existing CRAs would have a negative impact to the communities they serve.

**Requested Actions:** Defeat any legislation that limits or dismantles existing community redevelopment areas (CRA).

**Effect:** Because limiting CRAs would have a negative impact to the communities they serve, recommend to defeat any legislation that might limit or dismantle CRAs.

**WATER QUALITY/SEPTIC TANK ELIMINATION**

**Background:**

- West Augustine area is a residential low-lying area with poor drainage and documented history of failing septic tanks.
- Low income areas need financial assistance to propagate public sewers and offset costs to connect to public sewer.
- Lack of public sewer has been a deterrent to economic growth and development of the West Augustine area.
- Failing septic tanks negatively impact public health and safety and surface water bodies.

**Requested Actions:** Support appropriations to low income areas to assist with cost effective public sewers and grants to qualifying families to offset connection costs. Support appropriations to increase funding aimed towards eliminating septic tanks, specifically in West Augustine, aimed towards improving water quality and public health.

**Effect:** Public sewer availability aid in economic growth and overall water quality and public health. Support appropriations to provide financial assistance to eliminate septic tanks in the West Augustine area.

**INFRASTRUCTURE FUNDING**

**Background:**

- Local governments need additional support for greater resiliency and mitigation from flooding and coastal threats and inundations.
- Continue utilization and expand funding for water resource and flooding mitigation projects through cost share programs such as the water management districts .
- Support Storm Water Trust Fund Pilot program to seed planning and infrastructure funding to assist local governments with adapting to threats from rising tides.

**Requested Actions:** Support appropriations to increase funding aimed towards increasing resiliency in water, wastewater and storm water infrastructure.

**Effect:** Florida's coastal communities are threatened by rising tides without technical and financial resources to plan, manage and adapt to the threats. Critical infrastructure must become more resilient to continue to provide safe water supplies and treatment to the public. Support legislation that provides the much-needed support to communities to aid in maintaining critical infrastructure.

**TRANSPORTATION INFRASTRUCTURE**

**Background:**

- The gas tax rate needs to be raised, current rate is not sustainable source to fund the growing transportation needs and cannot keep pace.
- Support alternative or innovative methods for collecting and apportioning transportation user fees such as vehicle miles travelled (VMT), congestion fees or tolls as an aid to reduce single vehicle occupancy.
- Support greater percentage of transportation revenue to go towards mass transportation, car sharing and greater technology aimed towards reducing emissions and congestion and funding other transportation modes.

**Requested Actions:** Support increased revenue for transportation.

**Effect:** The current model of gas tax and formulas for distribution are insufficient to keep up with transportation needs. Greater apportionment to alternative modes, reduction of single occupancy vehicles and increase the gas tax rate.

# 2018 NORTHEAST FLORIDA REGIONAL COUNCIL LEGISLATIVE PRIORITIES



DEVELOPMENT OF THE INITIATIVES FOR THE LEGISLATIVE COMMITTEE



The Legislative Policy Committee of the Northeast Florida Regional Council (NEFRC) was created to address critical concerns within the member counties that comprise the Region. It is composed with the aim of having at least one delegate from each county (Baker, Clay, Duval, Flagler, Nassau, Putnam and St. Johns), which includes the current President of the NEFRC.

This Committee is guided by the *Home Rule Philosophy* to develop and implement community-based solutions.

The legislative priorities of each county within the Northeast Florida Regional Council's membership and other regional stakeholders were collected. Each entity was requested to determine at least three priorities that most significantly represented the critical needs and concerns of their communities and constituents. The cumulative list total **22** priorities.

Through the gathering and analysis of all priorities submitted by each county individually, the Legislative Policy Committee collectively determined the top **5** "Regional priorities," which represented the most common critical concerns of the Northeast Florida Region.

***All priorities were reviewed to include background, requested action and effect.***

*Additional information regarding all legislative priorities for the counties is available upon request.*



**Hon. John Drew**  
Chair - NEFRC Legislative Committee  
Nassau County

*"I believe in the power of cooperation and that we are never stronger than when we pool our resources for the betterment of our Regional community.*

*Serving as Chairman for this committee has allowed me to see first hand that although we come from different counties with unique perspectives, we embrace many of the same critical issues that affect the quality of life in our communities and our Region.*

*The resources and expertise of the Northeast Florida Regional Council affords us a greater opportunity to work collectively and promote Regionally."*



## About the Northeast Florida Regional Council

The Northeast Florida Regional Council (NEFRC) is a regional government agency serving seven counties—Baker, Clay, Duval, Flagler, Nassau, Putnam, and St. Johns—and their 27 municipalities. Formed in 1977 by an interlocal agreement pursuant to Florida Statutes, Chapter 163, it is one of 10 regional planning councils statewide.

The NEFRC is governed by a 35-member Board. Two-thirds are elected officials and one-third are gubernatorial appointees.

The NEFRC provides a wide scope of services and programs including strategic planning, Development of Regional Impact reviews, economic development, regional transportation, natural resources, affordable housing, emergency preparedness and technical assistance.

The Northeast Florida Regional Council is committed to continuing its regional initiatives in support of shared visions, values and goals.

### Our Mission

To be a dynamic network of local governance, providing visionary leadership, advocacy, and coordination between counties and local, state and federal governmental agencies to preserve and enhance the quality of Northeast Florida's economic, natural, built and social environment.



For additional information:

**Brian D. Teeple**  
*Chief Executive Officer*

**Baker • Clay • Duval • Flagler • Nassau • Putnam • St. Johns**  
**100 Festival Park Avenue • Jacksonville, Florida 32202**  
**(904) 279-0880 • Fax (904) 279-0881 • [www.nefrc.org](http://www.nefrc.org) • Email: [info@nefrc.org](mailto:info@nefrc.org)**  
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# NORTHEAST FLORIDA REGIONAL COUNCIL



*"BRINGING COMMUNITIES TOGETHER"*

*FOLLOW US.*





## **CITY OF PALM COAST LEGISLATIVE PRIORITIES**

### **PROTECT HOME RULE**

**Background:** In 1968, Florida voters amended the state constitution to confer broad “home rule” powers on municipal government. This change was an unequivocal expression of support for local self-government by the people of the State of Florida and the right of the people to access government to address local needs and problems. Unfortunately, each session bills are proposed that contradict the will of the people and usurp local control, where the elected local elected officials are more accountable and responsive to their concerns.

**Request Action:** Oppose legislation and initiatives that eliminate municipal home rule powers.

**Effect:** Allow local government to operate without interference from state government and provide its citizens with better access and response from local elected officials.

### **ENHANCE WATER AND WASTEWATER FUNDING**

**Background:** The City of Palm Coast doubled in population from 2000 to 2010. By 2035, our population is expected to once again double. In addition, the amount of regulatory requirements from both the State and Federal government has increased in order to provide safe drinking water and properly treat wastewater. In the last few years, the City has and will continue to spend millions of dollars on projects directly related to State and Federal regulatory requirements (e.g. Zero Liquid Discharge \$11.4 million, wellfield expansion projects \$2.75 million).

**Request Action:** Enhance and provide additional funding for water and wastewater infrastructure projects.

**Effect:** Ensure safe drinking water and proper treatment of wastewater in a cost-effective manner.

### **PROVIDE BEACH RENOURISHMENT FUNDING**

**Background:** Tourism and its economic impact helps diversify the economy on Palm Coast. Tourists visit Palm Coast not only for our outdoor activities, sporting events, and cultural activities, but also to enjoy the wonderful beaches in Flagler Beach and Flagler County.

**Request Action:** Promote and provide funding of beach renourishment programs through partnerships with state agencies and local governments.

**Effect:** Ensure that the City’s economy is vibrant and diverse through continued visitor spending.

# City of Palm Coast, Florida Agenda Item

Agenda Date : 07/31/2018

<b>Department</b> CITY CLERK <b>Item Key</b> 3912	<b>Amount</b> <b>Account</b> <b>#</b>
<b>Subject</b> ATTACHMENTS TO MINUTES	
<b>Background :</b>	
<b>Recommended Action :</b>	

# Fiscal Year 2019 Budget Utility Operating & Capital Funds

Tuesday, July 31<sup>st</sup> 2018

Helena P. Alves, CGFO, CIA, MBA  
Finance Director

Lina Williams  
Budget Coordinator



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# Budget Preparation Timeline

## January - March

- First Quarter Review
- Annual Financial Audit
- Presentation of Annual Progress Report
- Survey Results to City Council
- Annual Update of the Strategic Action Plan

## April - May

- Review 10 Year Infrastructure Plan
- Departments Begin FY 2019 Budget Preparation
- Second Quarter Review
- Year to Date Budget Results Presentation



# Budget Preparation Timeline

## May – June

- Fund Accounting & Long Term Planning Presentation
- Property Tax & Other Revenues Presentation

## July - August

- General Fund Budget Workshop
- Adopt Maximum Millage Rate (August 4<sup>th</sup> deadline)
- Third Quarter Review
- Proprietary & Special Revenue Budget Workshop
- Capital Funds Budget Workshop
- Final Proposed Budget Presentation



# Budget Preparation Timeline

## September

- Public Hearing to Tentatively Adopt Millage Rate & Budget
- Public Hearing to Adopt Final Millage Rate & Budget

## October – December

- FY 2018 Year End Close-out
- End of Year Review with Departments



# Utility Fund – Personnel Changes

	Actual 2018	Proposed 2019	*Change 2018-2019
Customer Service	21	21	0
Administration	7	7	0
Wastewater Operations	44	48	4
Water Operations	61	63	2
Construction Management	4	5	1
Total Change (FTE)	137	144	7

\*New Personnel:

*Wastewater Operations: Utility System Manager, Utility System Supervisor, Utility Systems Operator, Utility System Technician*

*Water Operations: Utility System Foreman, Utility System Technician*

*Construction Management & Engineering: Construction Site Inspector*



# Utility Fund – Operating Fund

	Budget 2018	Estimated 2018	Budget 2019	Change 2018-2019	Percentage Change
Customer Service	1,586,297	1,578,776	1,649,507	63,210	4.0%
Administration	860,149	829,256	876,337	16,188	1.9%
Wastewater Operations	6,615,613	8,059,811	7,741,443	1,125,830	17.0%
Water Operations	9,742,136	9,609,420	10,791,150	1,049,014	10.8%
Construction Management	-	-	530,292	530,292	N/A
Non-Departmental	22,037,153	22,036,540	20,545,811	(1,491,342)	-6.8%
Subtotal	40,841,348	42,113,803	42,134,540	1,293,192	3.2%
Contingency	425,686	-	261,000	(164,686)	-38.7%
Total Expenditures	41,267,034	42,113,803	42,395,540	1,128,506	2.7%
Revenue*	39,767,034	40,042,310	42,395,540	2,628,506	6.6%
Fund Balance Appropriation**	1,500,000	2,071,493	-	(1,500,000)	-100.0%
Total Revenues	41,267,034	42,113,803	42,395,540	1,128,506	2.7%

\*FY 2019 Assumptions: 2.9% CPI Adjustment, 3.1% increase in water & sewer rates (per rate study), <1% increase in growth

\*\*FY 2018 Estimate includes overages in expenditures related to rain events



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# Utility Capital Improvement Fund - Revenue

	FY 18 Revised	FY 19	FY 20	FY 21	FY 22	FY 23
Revenues:						
Water Impact Fees*	2,300,000	2,576,000	2,627,520	2,680,070	2,733,672	2,788,345
Wastewater Impact Fees*	2,300,000	2,530,000	2,580,600	2,632,212	2,684,856	2,738,553
Funding for Beachside Sewer (assuming dev contribution)	-	750,000	750,000	-	-	-
Interest on Investments	60,567	64,969	69,592	74,445	79,541	84,892
OKR SAD Interest	239,433	235,031	230,408	225,555	220,459	215,108
Proceeds from Debt - SRF	10,351,720	-	-	-	-	-
Proceeds from Future Debt based on Rate Study*	-	-	7,900,000	12,717,000	14,667,000	11,550,000
R & R Transfer*	3,800,000	4,404,620	5,221,135	5,591,477	5,798,447	7,215,104
Capital Reserve Transfer (FB Excess)	3,500,000	-	2,300,000	750,000	-	-
FEMA Grant - Lift Station Generators	54,366	946,470	413,397	-	-	-
<b>Total Revenues</b>	<b>22,606,086</b>	<b>11,507,090</b>	<b>22,092,652</b>	<b>24,670,760</b>	<b>26,183,975</b>	<b>24,592,003</b>
Interfund Loan Repayments - OKR	92,444	97,066	101,920	107,106	112,367	117,985

\*Per Rate Study



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# Utility Capital Improvement Fund - Expenditures

	FY 18 Revised	FY 19	FY 20	FY 21	FY 22	FY 23
Operating Expenditures	939,344	1,264,771	225,000	345,000	75,000	175,000
<b>Projects:</b>						
Wellfield and Wells	680,000	3,825,000	500,000	500,000	700,000	4,600,000
Water Mains	150,000	2,150,000	650,000	100,000	-	1,000,000
Water Treatment Plant #1	280,000	1,075,000	1,155,000	875,000	1,025,000	300,000
Water Treatment Plant #2	275,000	525,000	1,850,000	600,000	300,000	1,120,000
Water Treatment Plant # 3	-	395,000	-	-	-	4,500,000
General Plant R & R - Water	600,000	600,000	650,000	650,000	700,000	700,000
Distribution System Improvements	1,630,000	2,909,326	2,899,335	3,218,743	3,338,713	3,209,258
PEP System	1,207,000	2,595,000	2,300,000	2,300,000	2,300,000	2,300,000
Wastewater Treatment Plant #1	1,122,000	1,126,500	2,500,000	4,500,000	400,000	-
Wastewater Treatment Plant #2	5,080,000	350,000	1,100,000	2,550,000	11,000,000	3,500,000
Force Mains	160,000	2,205,000	1,700,000	-	100,000	450,000
Reclaimed Water Mains	120,745	400,000	1,200,000	500,000	-	-
Beachside Sewer System	-	1,500,000	1,500,000	-	-	-
Reclaimed Water Main Extension to ITSC	-	560,000	440,000	-	-	-
Reclaimed Water Discharge to Wetlands Design/Const.	510,000	-	-	-	-	-
Belle Terre/Matanzas Woods MPS	450,000	-	-	-	-	-
RIB Site Fencing	100,000	100,000	-	-	-	-
Lift Stations and Pump Stations	552,488	2,261,959	2,031,195	3,905,000	330,000	530,000
General Plant R & R - Wastewater	1,035,000	2,020,000	2,150,000	2,150,000	2,150,000	2,150,000
<b>Total Expenditures</b>	<b>14,891,577</b>	<b>25,862,556</b>	<b>22,850,530</b>	<b>22,193,743</b>	<b>22,418,713</b>	<b>24,534,258</b>
<b>Available Funds End of Year</b>	<b>17,291,418</b>	<b>3,033,018</b>	<b>2,377,059</b>	<b>4,961,181</b>	<b>8,838,810</b>	<b>9,014,540</b>



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# Looking Ahead

- Aug. 14<sup>th</sup>** Budget Workshop - Proprietary & Special Revenue Funds
- Aug. 28<sup>th</sup>** Budget Workshop - Capital Funds
- Sept. 4<sup>th</sup>** Final Proposed Budget Presentation
- Sept. 5<sup>th</sup>** Public Hearing to adopt tentative millage rate and Budget
- Approval of Utility Rate Adjustments
- Sept. 19<sup>th</sup>** Final Public Hearing to adopt final millage and budget



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# Advanced Metering Infrastructure

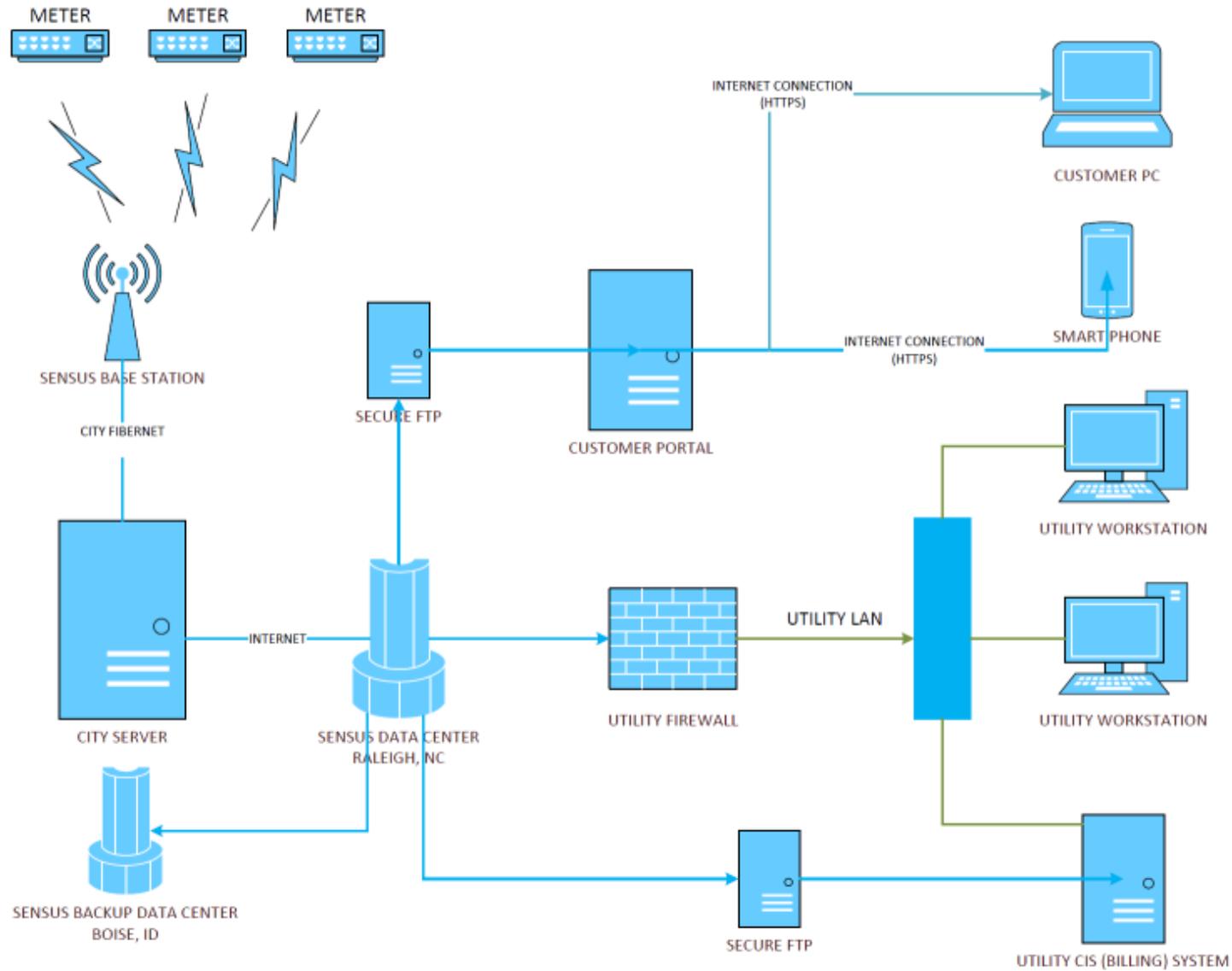
*Water Distribution*



# Strategic Action Plan

- The 2018 Strategic Action Plan Workshop recommendations - Upgrade wireless metering to next level through communications via a fiber hub approach to provide real time usage monitoring
- Coordinate with Magellan Advisors to maximize usage of Advanced Metering Infrastructure
- Performance Measure-Installation of transmitters to reduce meter reading time and improve efficiency
- Funding for project is in the Utility Capital Improvement Plan (CIP)

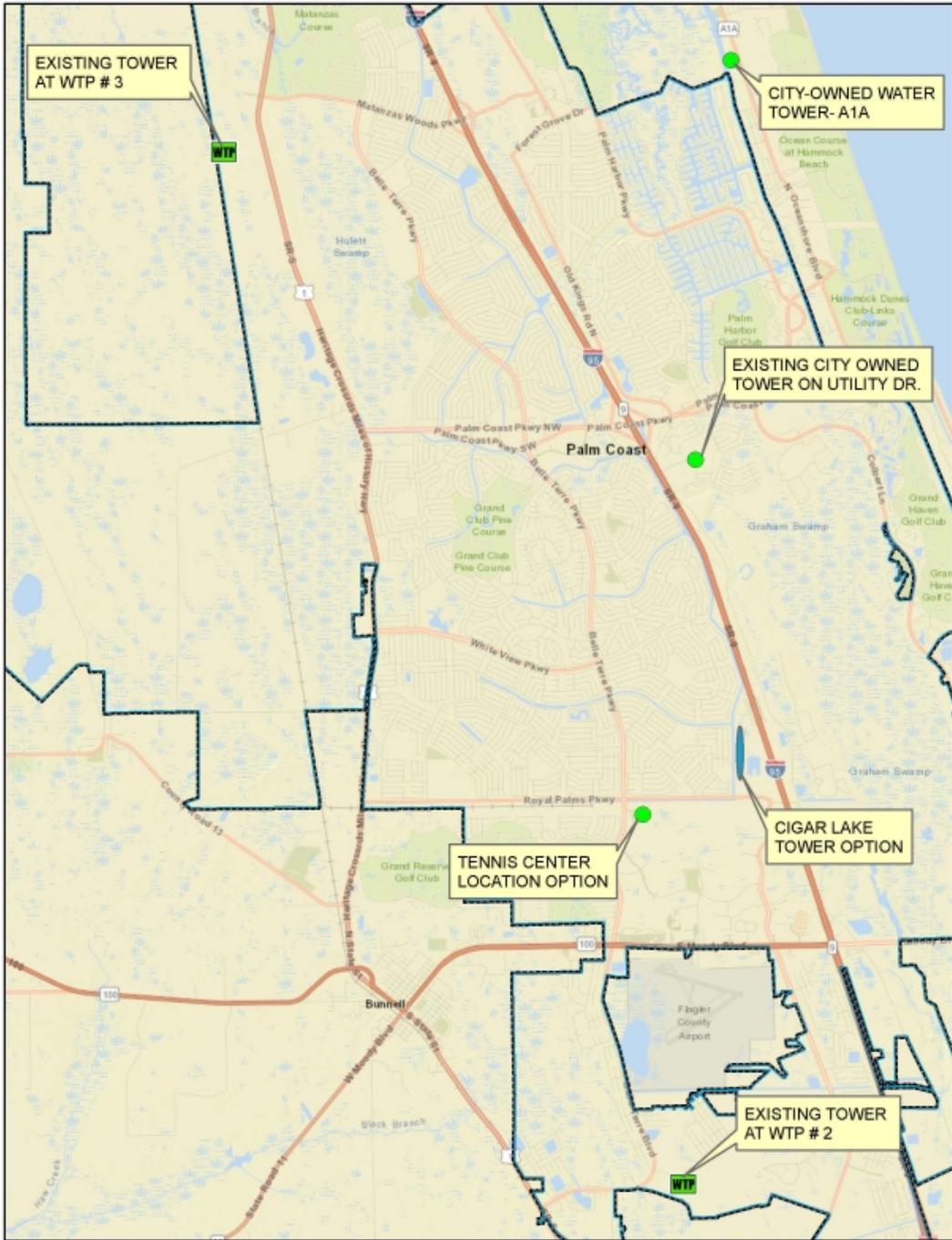




- UTILITY CUSTOMER
- UTILITY CUSTOMER
- UTILITY PERSONNEL
- UTILITY PERSONNEL



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# Direct Meter to Receiver Architecture

- The Flex Net Advanced Metering Infrastructure allows for direct data transmission from the meter to the receiver system without additional processes
- The system provides reliable data delivery while eliminating peripheral interference due to the licensed frequency



# Flex Net Security Features

- FCC Licensed dedicated frequency, no shared bands with other devices
- Two watts of 900 MHz licensed power
- Security and Redundancy
  - Advanced Encryption Standard - AES-256 Encryption
  - Cyclic Redundancy Check - CRC 32 error-checking and redundant messaging



# Flex Net System Advantages

- Consumer Portal
  - Easy access to current account information
  - Alerts for leaks and high consumption
- Leak detection
- Meter tampering reporting
- Smart Grid Technologies/Potential Smart Gateway Interface Devices
  - Water Pressure Management
  - Temperature and Tank Monitoring
  - Water Quality
  - Supervisory Control and Data Acquisition (SCADA)



# Sensus Proposal

- 1<sup>st</sup> Year Initial Outlay - \$236,400.00
- Annual Cloud Based Software Service Costs - \$44,475.00 (Based on the current number of meters in system)
- 2<sup>nd</sup> and 3<sup>rd</sup> Expansion of Advanced Metering Infrastructure - \$141,797.00
- Future Annual Cloud Based Software Service (Based upon the additional number of meters or end points added to the system)



# Recommended Council Action

- Approve Purchase of Sensus Flex Net AMI System and authorize the City Manager and City Attorney to negotiate final terms of the contract



# THANK YOU

Questions?



# Citation pkwy/Sesame Blvd Design Services



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- Conceptual plan presented to Council in January 2017
- Citation pkwy bridge deemed structurally deficient by FDOT and prompt corrective action letter issued in June 2018

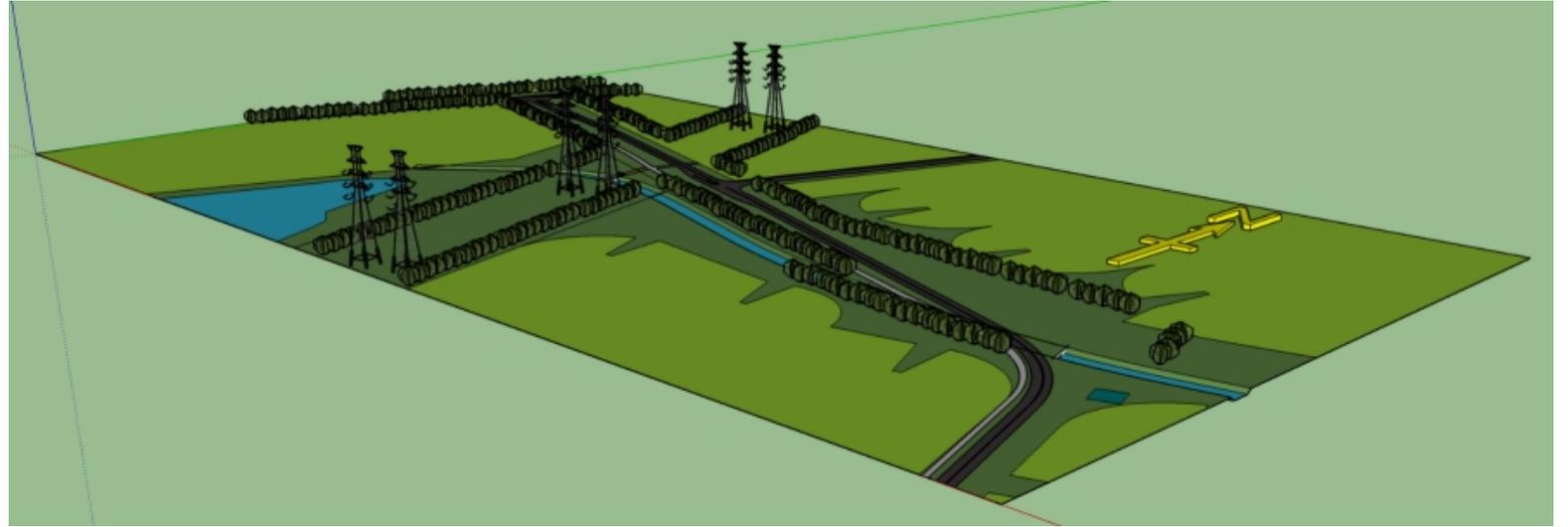
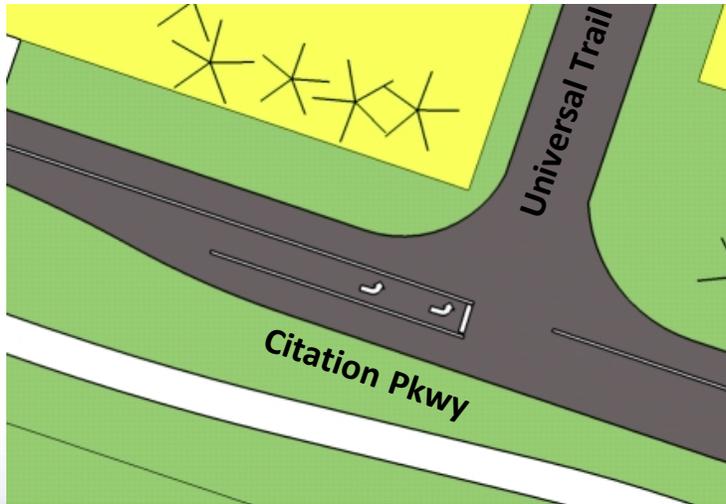
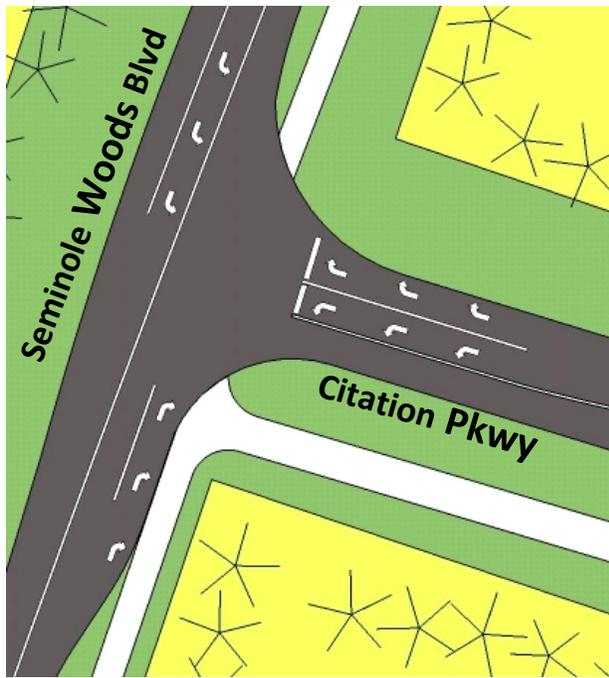


## PROJECT BACKGROUND

- Eliminate T-intersection at Citation Pkwy/Sesame Blvd
- Realign the roadway and construct a new culvert which will eliminate existing FDOT bridge classification
- Addition of turn lanes at Seminole Woods Blvd and Universal Trail intersections
- Addition of path along Southside of Citation pkwy
- Provide access to City Property at Dry Lake
- Source of funding: streets improvement fund

## Proposed Intersection Improvements





## Proposed Intersection Improvements (continued)

# NEXT STEPS

Approve work order with CPH Inc. for Citation Pkwy design services for the amount not to exceed \$236,059.00

- Roadway and path design services: \$195,743.00
- Additional environmental, permitting and post design services: 40,316.00

# THANK YOU

Questions?



**Palm Wagas LLC and City Land Exchange  
Bulldog Dr. Realignment & Maintenance Map**

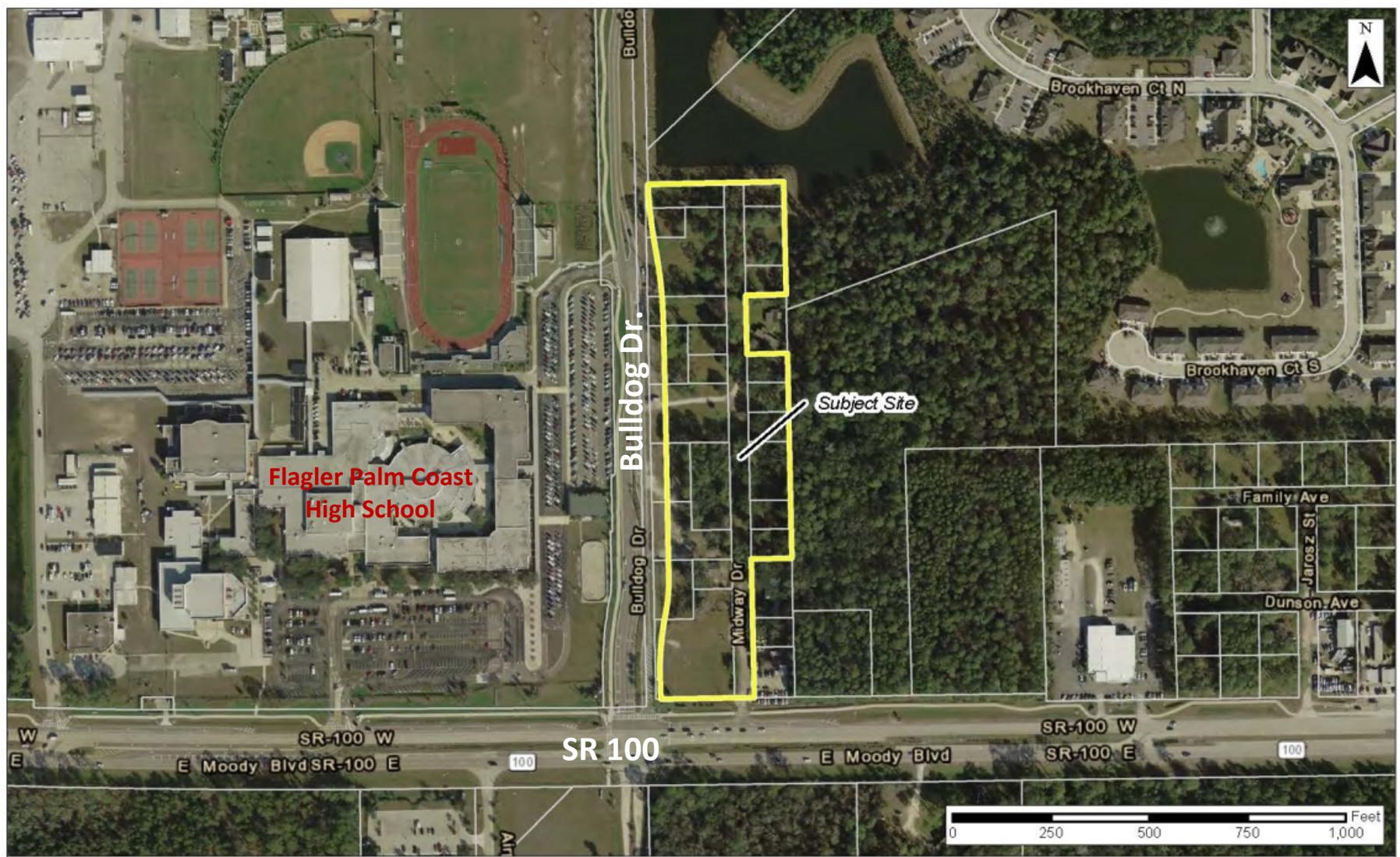
**City Council Workshop**

**July 31, 2018**



# Aerial

The Palm Town Center MPD is located at NE corner of SR 100 and Bulldog Dr. It was approved by City Council on March 20th



## Large Scale Location Map

-  Subject Site
-  Parcel Boundaries

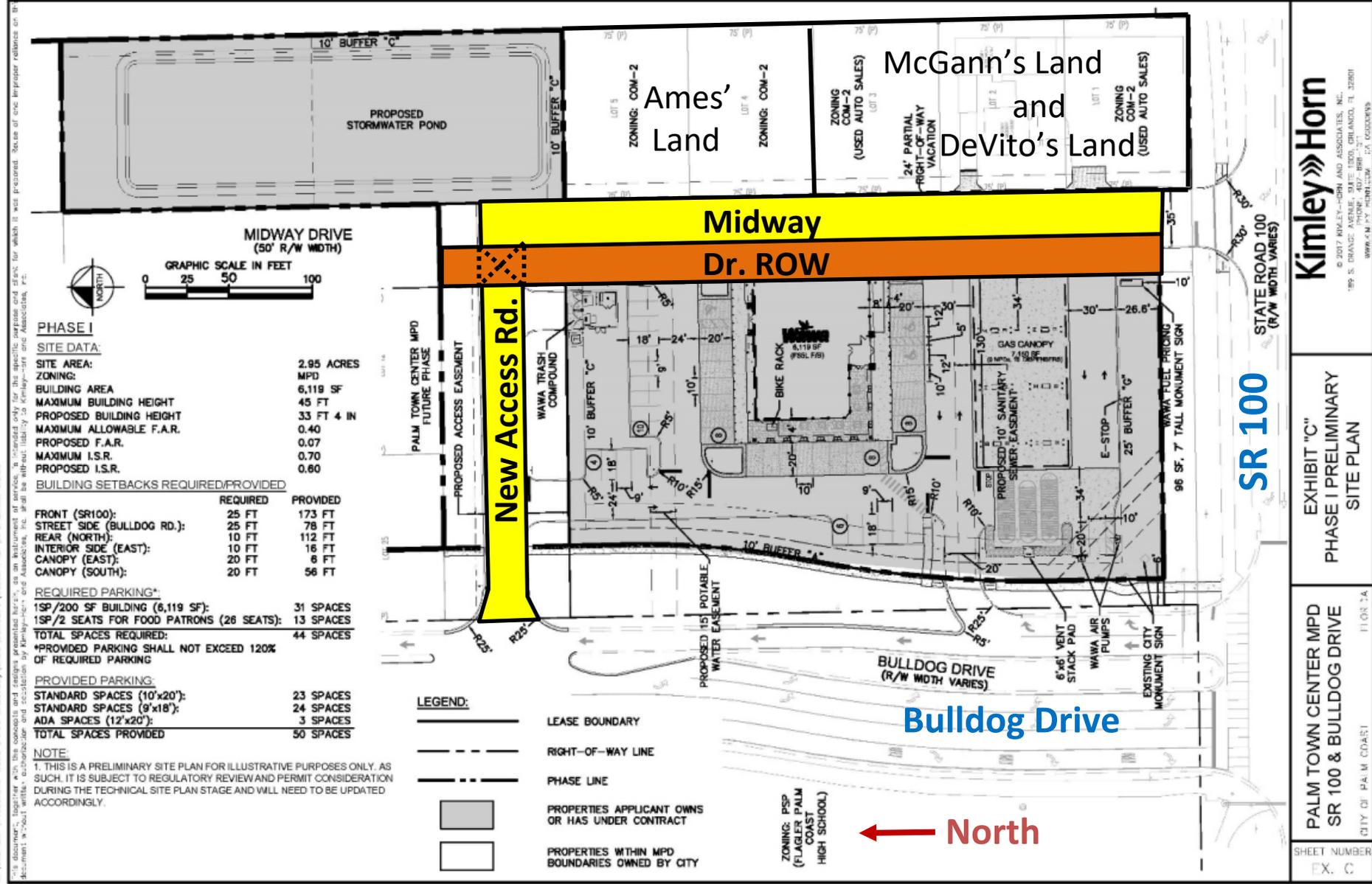


Map Provided by the GIS Division  
Date: 1/24/2018

The City of Palm Coast prepares and uses this map/map data for its own purposes. This map/map data displays general boundaries and may not be appropriate for site specific uses. The City uses data believed to be accurate; however, a degree of error is inherent in all maps. This map/map data is distributed AS-IS without warranties of any kind, either expressed or implied including, but not limited to, warranties of suitability to a particular purpose or use. This map/map data is intended for use only at the published scale. Detailed on-the-ground surveys and historical analyses of sites may differ substantially from this map/map data.



# MIDWAY DRIVE PARTIAL ROW VACATION



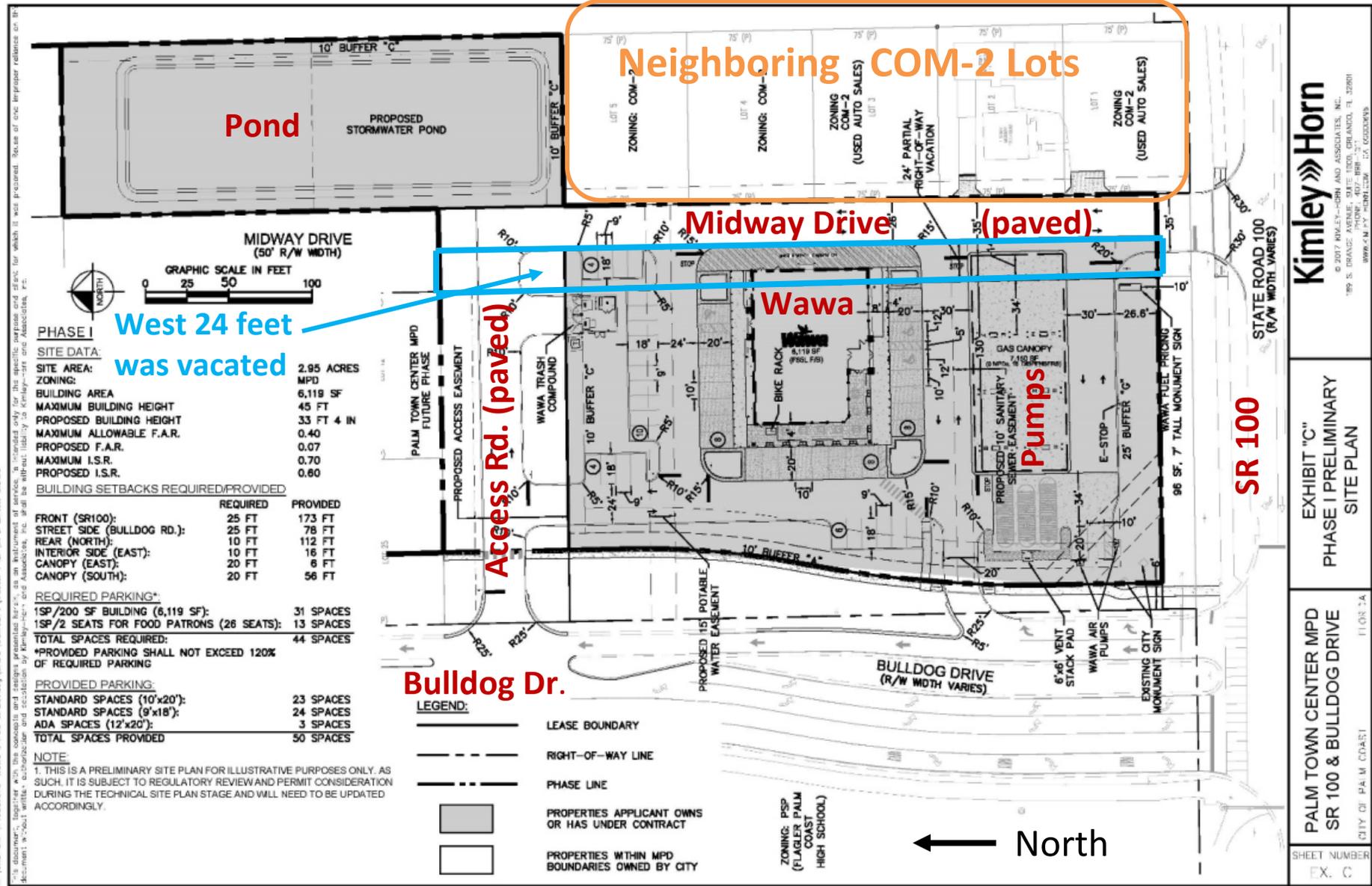
 Midway Drive area for partial vacation (west 24' of ROW)

 New Paved Access Road

 Both of Above



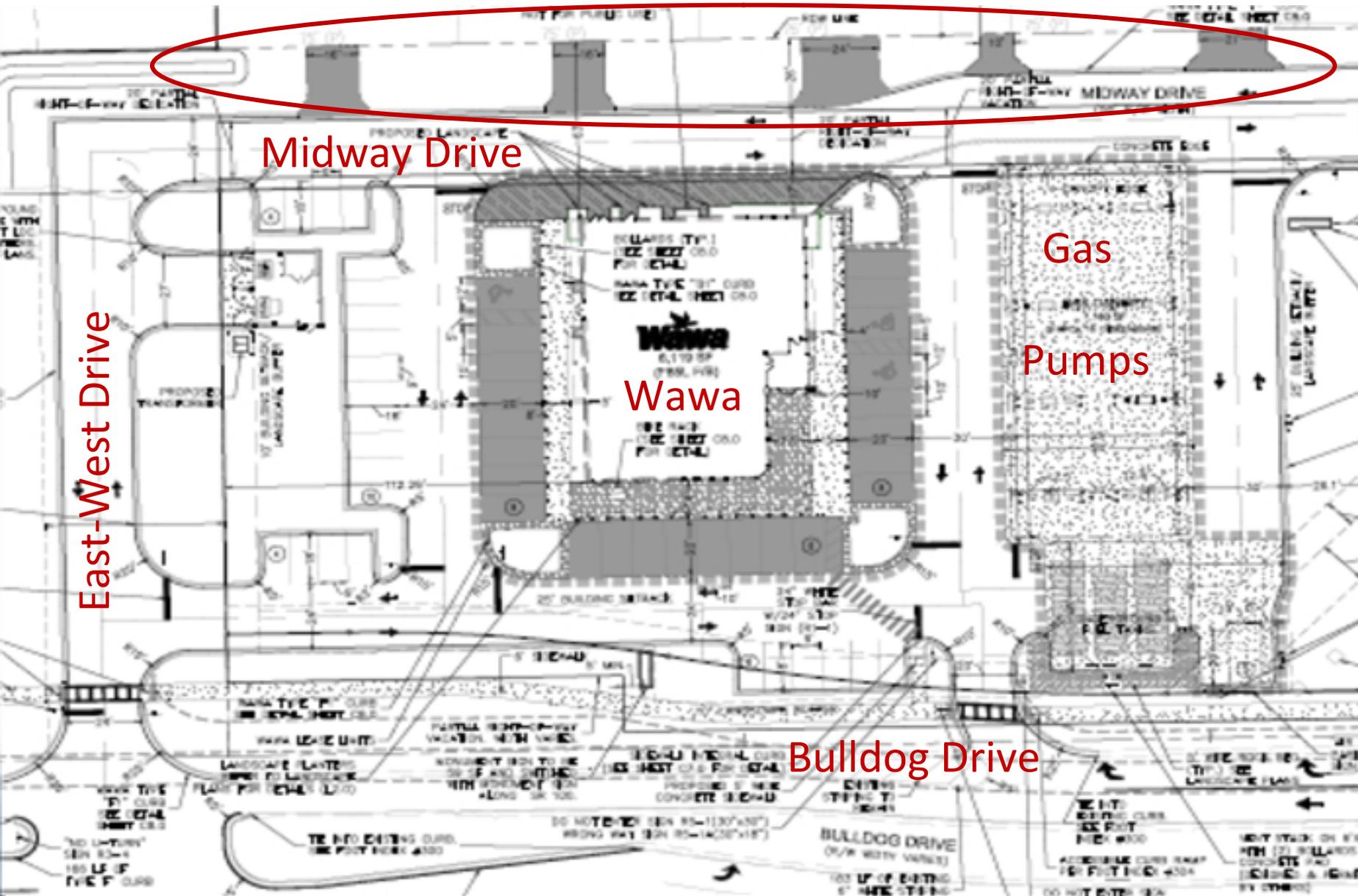
# Exhibit "C" Phase 1 Preliminary Site Plan



This site plan was attached to MPD. Neighbors would not cooperate by granting temporary easements so their driveways could be improved onto Midway Drive

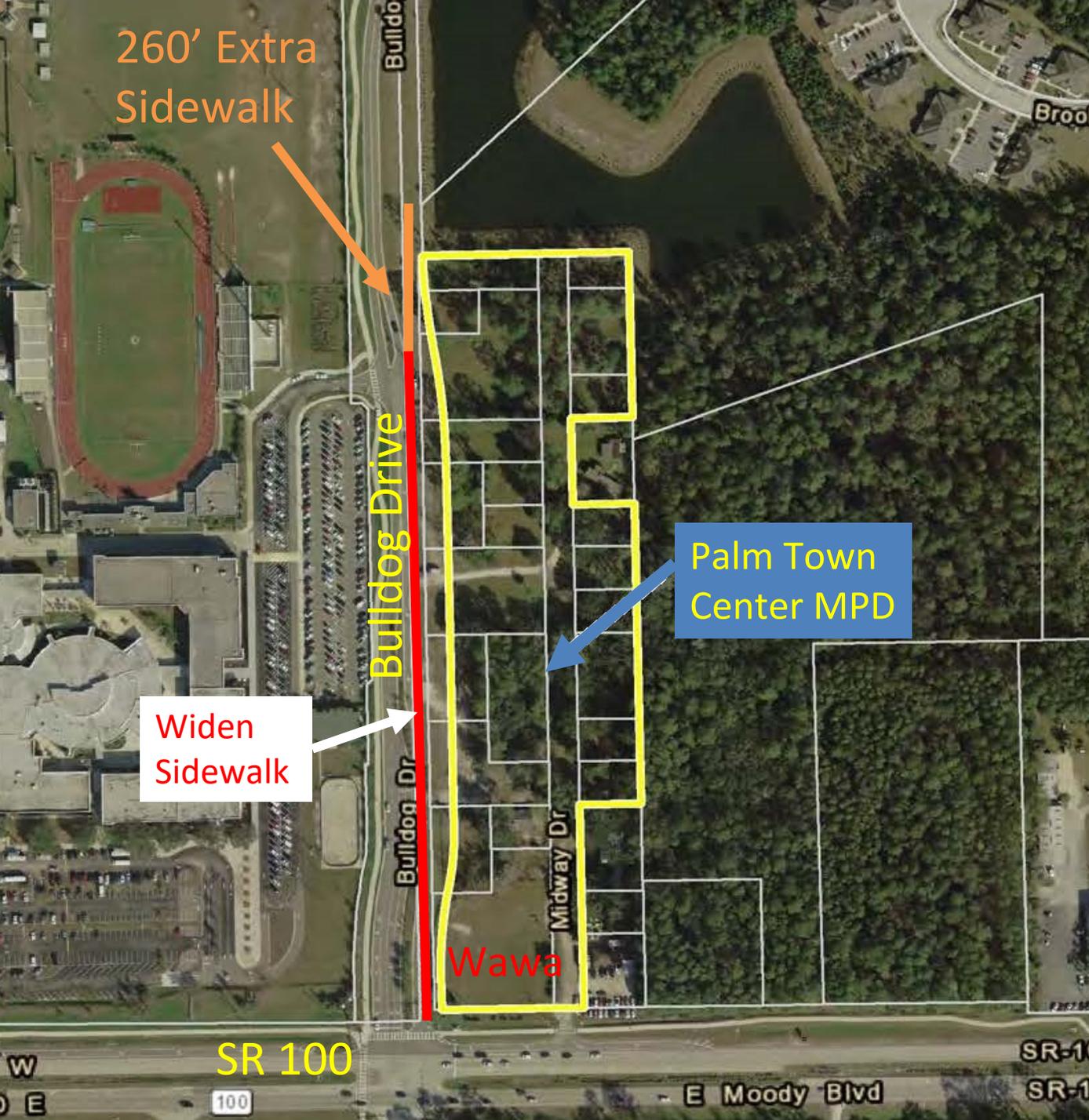


# Updated Wawa Site Plan



By relocating roadway and site improvements to the west it allows driveway slopes serving adjacent properties to meet City standards

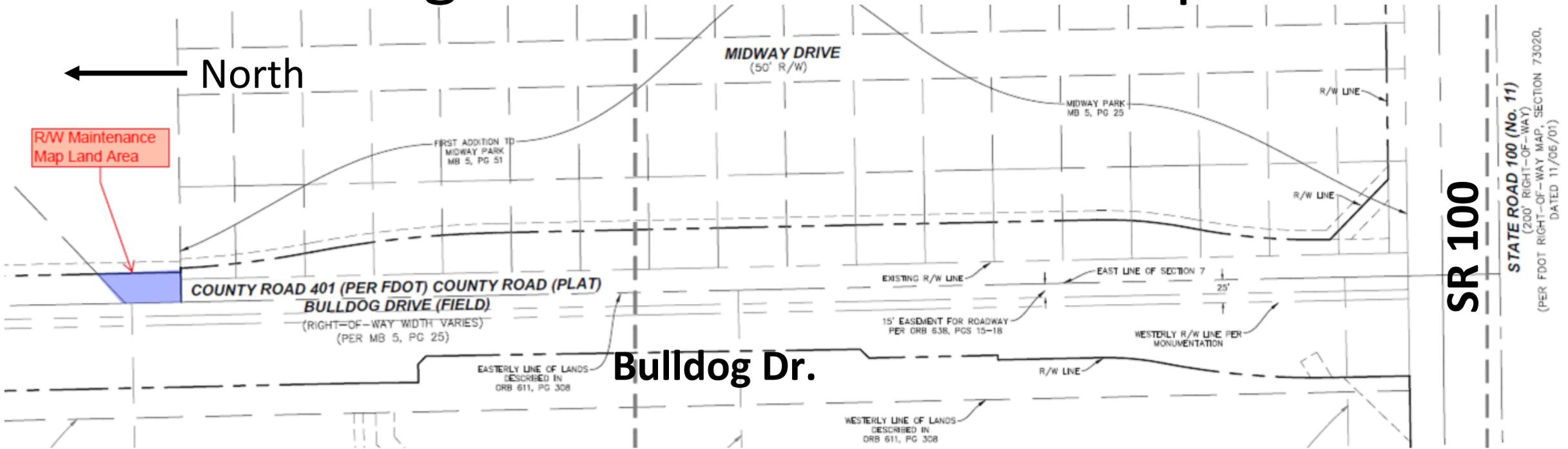




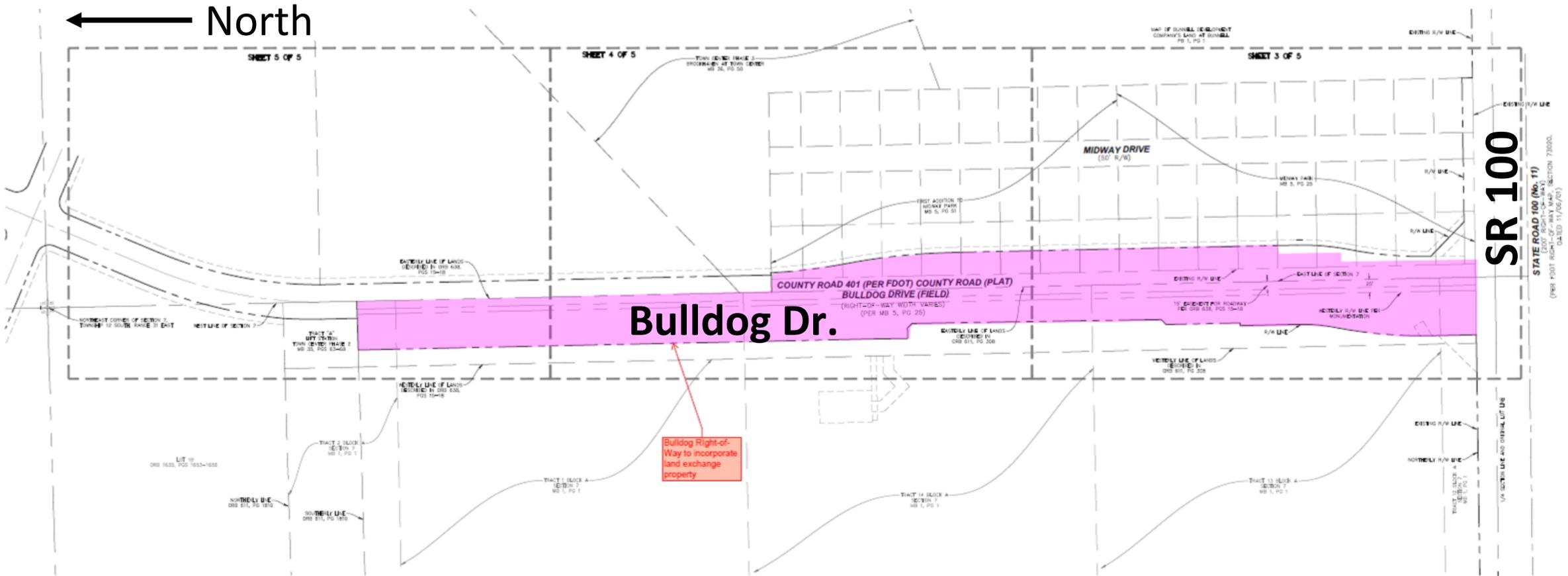
Palm Wagas LLC also agrees to widen the previously agreed to 1200' of sidewalk in MPD Agreement from 6' to 8' and construct an additional 260' of 8' wide sidewalk along Bulldog Dr.



# Bulldog Drive Maintenance Map Area



# Revised Bulldog Drive Right-of-Way



Bulldog Right-of-Way to incorporate land exchange property



# Next Step

August 7 - City Council Public Hearing



# Discussion and Questions



# City of Palm Coast, Florida



## 2018 WATER AND WASTEWATER REVENUE SUFFICIENCY ANALYSIS AND CAPITAL FACILITIES FEES

JULY 31, 2018

# Where We've Been

- Rates Last Formally Adjusted in Fiscal Year 2014
  - 4% Rate Adjustment Adopted for Fiscal Years 2014 and 2015
  - Rates Subsequently Indexed for Fiscal Year 2016 through 2018
    - 0.1%, 1.0% and 1.6% for Fiscal Year 2016, 2017 and 2018, Respectively
- Since Fiscal Year 2015 Operating Expenses (Net of Amount offset by Customer Growth) have Increased Approximately 4.6% Annually
  - Consistent Across the Nation and the State for Water and Wastewater Utilities
  - Results in a Decrease to the Net Operating Margins
  - Reduces the Ability to Cash Fund Capital Improvements

# Where Are We Now

- Utility Experiencing Declining Operating Margins
- Large Installed Asset Base - Currently - \$305 million
  - Aging Infrastructure Requires Increasing Need for Ongoing Renewal and Replacement
  - Need for Increased Funding for:
    - Gravity Sewer Lining – Decrease System Inflow and Infiltration
    - PEP Tank Repairs and Replacements
    - Water Main and Distribution System Improvements
    - Well Repairs and Replacements
- Six-Year Capital Improvement Plan – Approximately \$130 million
  - Expansion Projects Required to Serve New Growth
  - Renewal and Replacement Projects Required to Maintain the Existing System

# Where are We Going

- Primary Objective – Develop Sustainable Rate and Financial Plan
- Evaluate the Sufficiency of Revenues – Six Year Financial Forecast
  - Based On FY 2018 Budget / Actuals and 2019 Preliminary Operating Budget
  - Reflects Current Proposed Capital Improvement Plan
- Develop Capital Funding Plan
- Identify Available Cash / Funding Resources
- Recommended Adjustments to Monthly User Rates to:
  - Maintain Utilities Strong Credit Rating – Current A+ Rating
  - Fund Cost of Operations and Capital Funding Requirements
  - Support the Issuance of Future Additional Debt
  - Maintain Adequate Working Capital Requirements – Limit Financial Risks
  - Ensure the System Complies with all Rate Covenant Requirements
- Update System Capacity Fees for Current Capital Improvement Plan

# Forecast Assumptions / Issues Facing Utility

- **Continued Inflation on Cost of Operations – Primary Rate Driver**
  - Ongoing Inflation – CBO National CPI Projections: Over 2.4% per Year
  - Increasing Demand for Goods and Services – Higher Construction / Contract Service and Maintenance Costs
  - WWTP #2 Coming Online
  - Increased Labor Costs, Including Incremental Staffing Increases
  - Average Annual Operating Expense Increase = 4.0%
- **System Growth – Incremental Costs**
  - Forecast Recognizes Approximately 700 New Accounts Per Year (1.7% Growth)
  - New Plant Capacity Expansions
    - WWTP #2 – Initial 2.0 MGD Expansion Completed FY 2018
    - WWTP #2 - Additional 2.0 MGD Expansion Beginning FY 2021
    - WTP #3 – 3.0 MGD Expansion Beginning FY 2023

# Forecast Assumptions / Issues Facing Utility (cont'd.)

- **Significant Capital Infrastructure Needs – Primary Rate Driver**

- FY 2018-2023 Capital Improvement Needs = \$130.3 Million

Expenditure –Type	Amount (\$000s)	Percent
Expansion	\$66,498	51.0%
Renewals and Replacements	56,602	43.4%
Departmental Capital	<u>7,230</u>	<u>5.5%</u>
Total Capital Improvement Plan	\$130,329	100.0%

- FY 2018-2023 Capital Funding Plan

Funding Source – Type	Amount (\$000s)	Percent
Capital Accounts (R&R)	38,177	29.29%
Impact Fees	20,324	15.59%
Operating Reserves / Rates	13,586	10.42%
Grants / Other	2,700	2.07%
Existing Debt Proceeds	8,708	6.68%
Additional (New) Debt	<u>46,834</u>	<u>35.94%</u>
Total Capital Funding Plan	130,329	100.00%

# Forecast Assumptions / Issues Facing Utility (cont'd.)

- **Increasing Need for Asset Replacement**

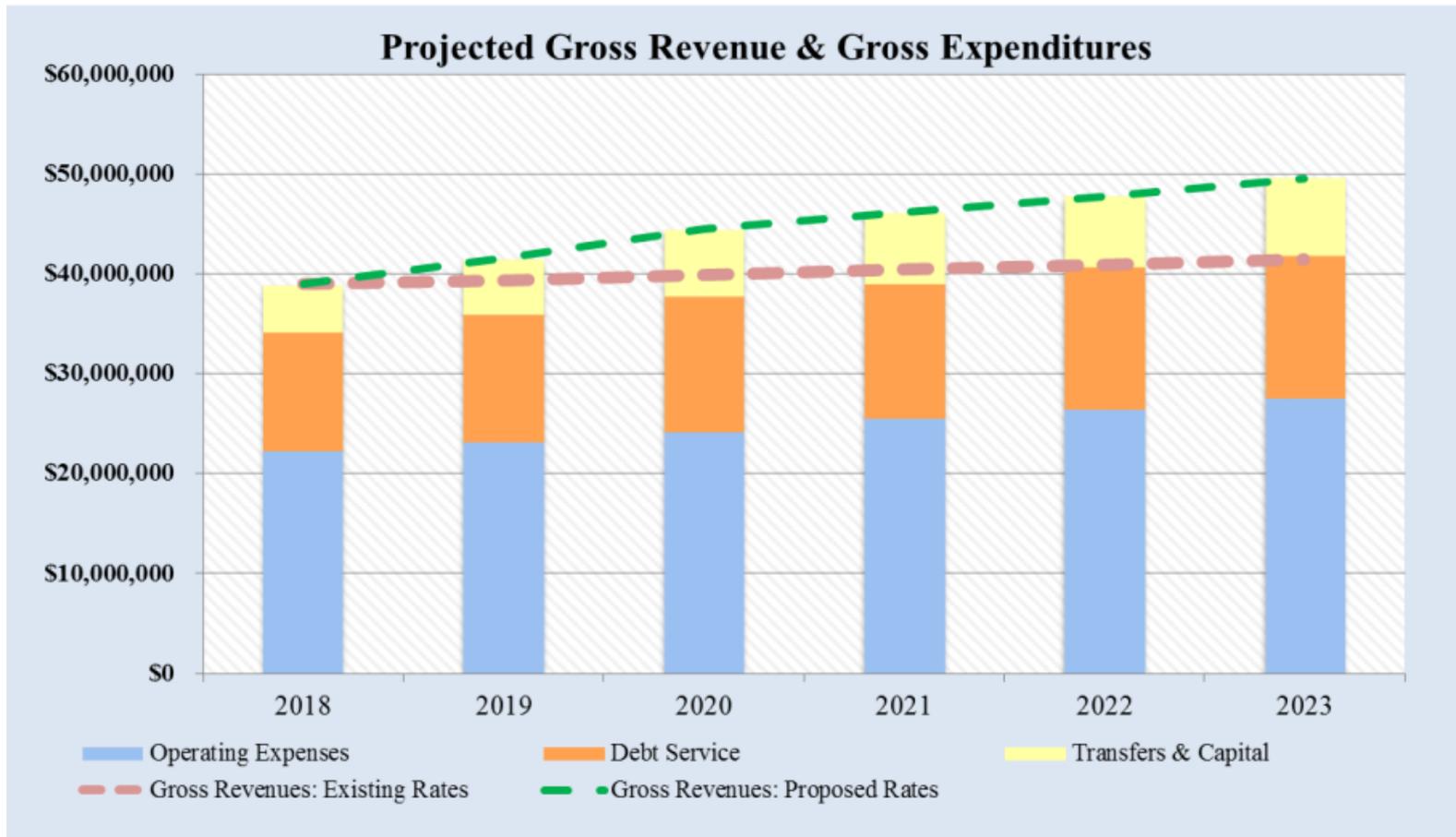
- Major Issue Facing Utilities Across the Country
- \$305 Million in Depreciable Assets – Depreciation Expense => \$10.3 Million
- Requires Levelized Capital Re-investment Plan
  - Limit Future Debt for Capital Financing
  - Promotes Flexibility in Funding and Long-Term Rate Sustainability

- **Forecast Recognizes Recommended Increase to R&R Funding Level**

- Current City Policy 10% of System Revenues (Currently \$3.8 Million Annually)
- Recommended Phase-In Funding Level to 15% by 2023 (\$7.0 Million Annually)

# Projected Revenue Requirements

- Existing Rates Not Considered Sufficient to Fund Revenue Requirements
- Revenue Requirements Analysis:



# Proposed User Rate Revenue Adjustments

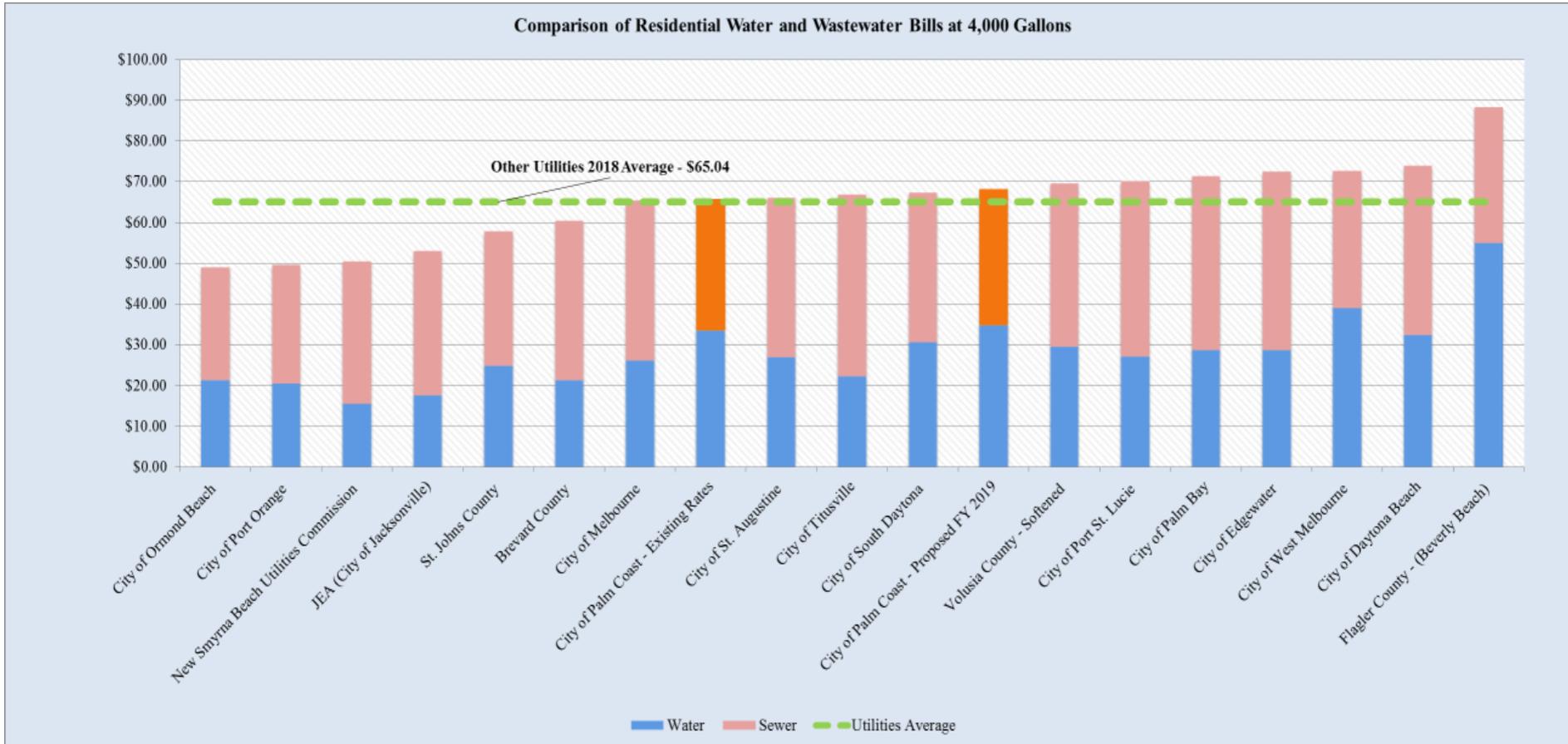
- Recommended Rate Adjustments:

Effective Date	Proposed Increase		Water		Wastewater	
	Index *	Additional	Average Residential	Increase	Average Residential	Increase
<b>PROPOSED ADJUSTMENTS:</b>						
Existing Average Bill			\$33.55		\$32.21	
Oct. 1, 2018	2.90%	3.10%	\$35.56	\$2.01	\$34.14	\$1.93
Oct. 1, 2019	2.40%	3.60%	\$37.69	\$2.13	\$36.19	\$2.05
<b>ANNUAL RATE INDEXING</b>						
Oct. 1, 2020	2.40%	0.00%	\$38.59	\$0.90	\$37.06	\$0.87
Oct. 1, 2021	2.40%	0.00%	\$39.52	\$0.93	\$37.95	\$0.89
Oct. 1, 2022	2.40%	0.00%	\$40.47	\$0.95	\$38.86	\$0.91

\* Index Based on Actual Change in the Consumer Price Index From June 2017 to June 2018.

- Proposed Rates Will Remain Competitive with Those of "Neighboring" Utilities

# Monthly Water and Wastewater User Rates Remain Competitive



# Primary Reasons For Recommended Rate Adjustments

- Increased Cost of Operations
  - Inflation Impacts
  - WWTP #2 Coming Online (Incremental Increase)
  - Additional Personnel (Incremental Increase)
- Recommended Increase in R&R Funding Level from 10% to 15% of System Revenues (by End of Forecast Period)
- Additional Debt Service Cost Associated with Funding the Capital Improvement Plan
  - \$11.5 Million Bond/Loan FY 2020
  - \$11.2 Million Bond/Loan FY 2022
  - \$24.0 Million SRF/Loan FY 2020 – 2023
- \$24 Million SRF Loan Debt Service (OUTSIDE Forecast)

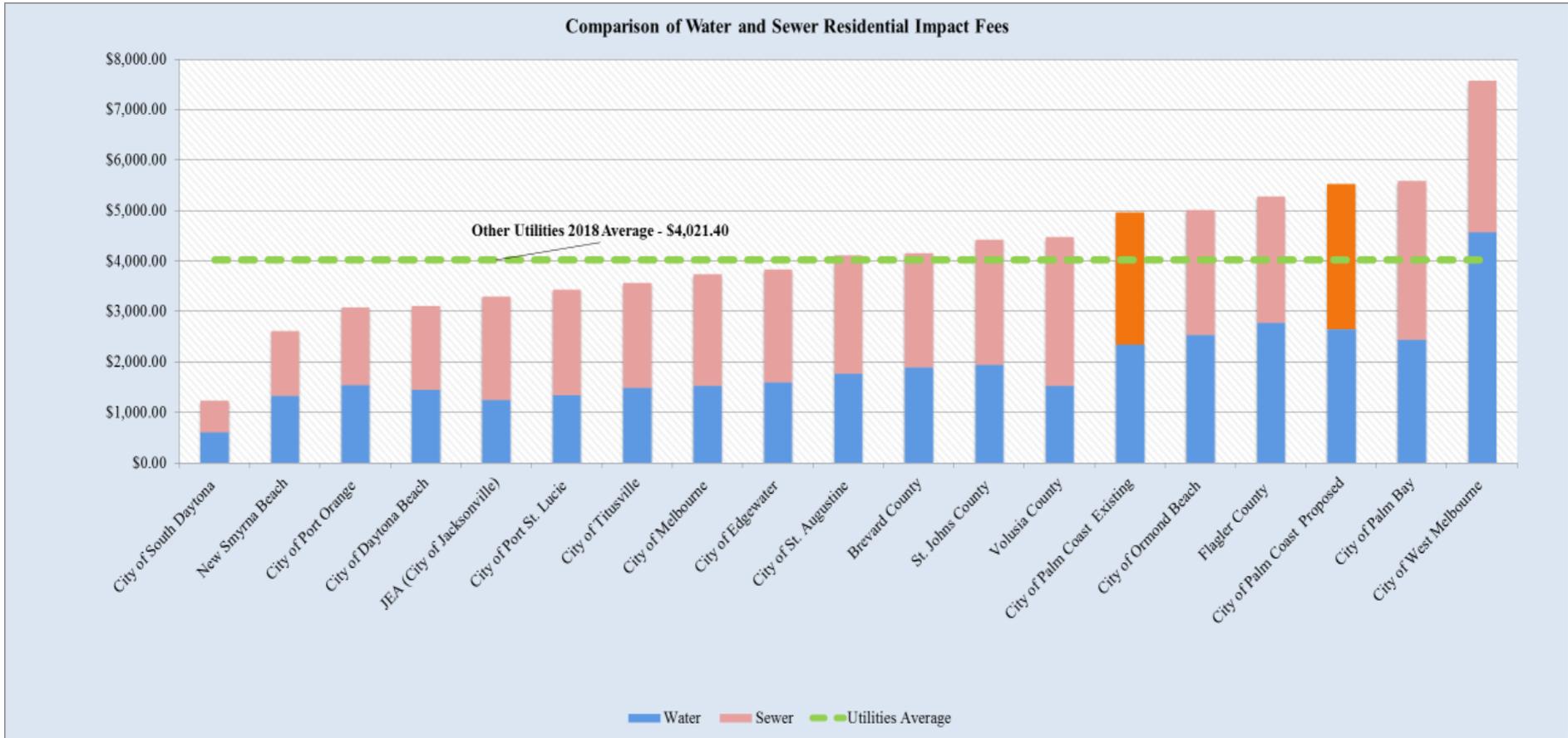
# Capital Facilities Fees (Impact Fees)

# Capital Facilities Fees

- **Recover Capital Cost of Capacity Allocable to New Users**
  - Fee Only Charged to New Development
  - Provides Additional Financial Resources
- **Fees Decreased in FY 2013 In Order To:**
  - Reflect Lowered Capital Spending Plan At that Time
- **Fees Recommended to Be Adjusted to Reflect Current Capital Improvement Plan (Per Single Family Residential Equivalent)**

Effective Date	Fees Prior to Reduction			
	In FY 2013	Existing	Proposed	Increase
Water Fee	\$ 2,679.81	\$ 2,355.72	\$ 2,658.00	\$ 302.28
Wastewater Fee	2,734.95	2,609.15	2,860.00	250.85
Combined Fee	5,414.76	4,964.87	5,518.00	553.13

# Capacity Fee Comparison



# Conclusions / Recommendations

- Council Should Consider Adopting the 2-Year Rate Phasing Plan (2019 and 2020)
  - Provides Rate Continuity
  - Supports Issue of Additional Bonds
  - Promotes Strong Fiscal Position and Maintaining Credit Rating
  - Adoption of Rate Resolution Will Require Notification on Bill – Fl. Statute 180.136
- Utility Should Continue to Annually Index Rates for Fiscal Years 2021 through 2023
- Council Should Consider Adopting the Proposed Capacity Fees to Increase Financial Resources
  - Once Approved Cannot Implement for 90 Days – Fl. Statute 163.31801

# Questions and Discussion



# SR 100 at Seminole Woods

Blvd.  
Intersection Improvement Project

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*Community Development Department*



# PROJECT DETAILS



- 120 days construction schedule
- Addition of dedicated left turn lane
- Addition of crosswalks, signals, signing and pavement markings
- Source of funding: FDOT LAP Agreement and transportation impact fees



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# NEXT STEPS

Approve construction contract with Halifax Paving Inc. for the amount not to exceed \$ 254,735.55

- FDOT funding : \$187,385.00
- City funding: \$67,350.55\*

\*Requested additional funds from TPO  
( Board meeting agenda 8/22/18)



# THANK YOU

Questions?



# WHITEVIEW PKWY CORRIDOR DESIGN SERVICES

*Community Development Department*



# Strategic Action Plan



- Objective 5.2: Enhance safety measures throughout the community
  - Strategy 5.2.2: Continue to enhance safety improvements at intersections and along roadways



# CURRENT CONDITIONS



- 2<sup>nd</sup> highest crash road segment in Volusia and Flagler County based on crash severity ( River to Sea Transportation Planning Organization, 2017 Crash Analysis Report)

Table 8: Volusia & Flagler Counties Ten Highest Crash Road Segments Based on Crash Severity (2011 -2015)

Rank	Street Name	Intersecting Street(s)	Crash Count	Crash Severity	Fatal Crashes	Fatal & Incapacitating Injury Crashes	Injury Crashes	*PDO Crashes	Bike/Ped Crashes	Vehicles	Damages	City
1	Bunnell Rd	At Mcglon Rd	5	6	2	2	1	2	0	5	\$29,200	Unincorporated Volusia County
2	White View Pkwy	Between Wood Aspen Ln And Rolling Sands Dr	6	5.666	2	3	2	2	0	11	\$35,500	Palm Coast



# PUBLIC PARTICIPATION

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Conceptual plan presented to Council 4/11/2017

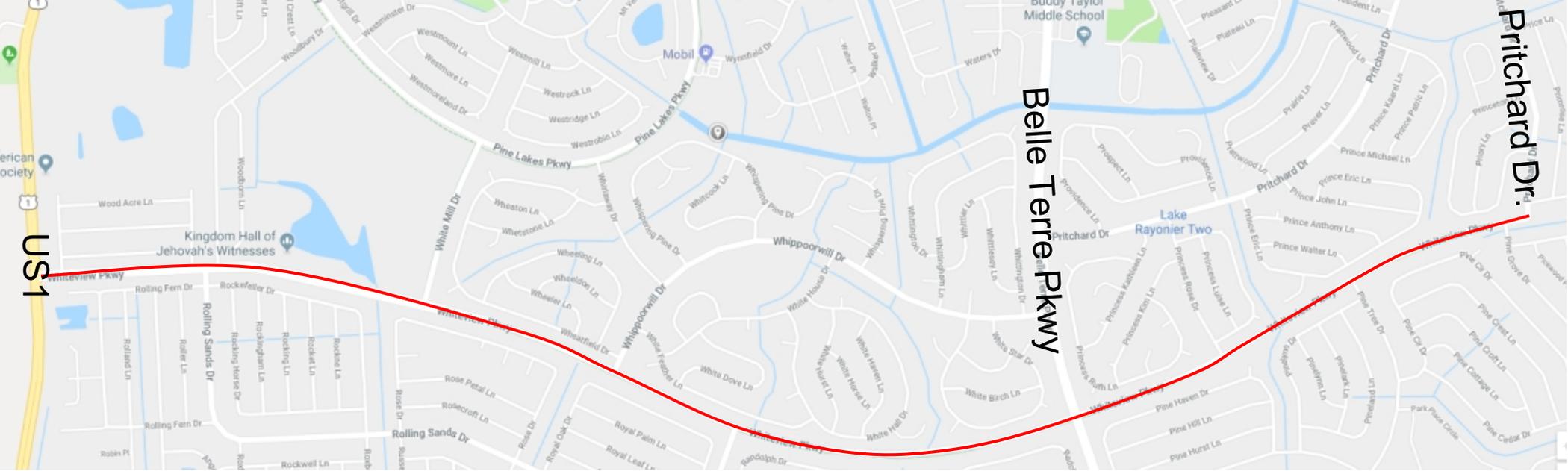
Neighborhood meeting 1/31/18

Beautification and Environmental Advisory Committee 5/24/2018

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# PROJECT AREA



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# PROJECT DETAILS

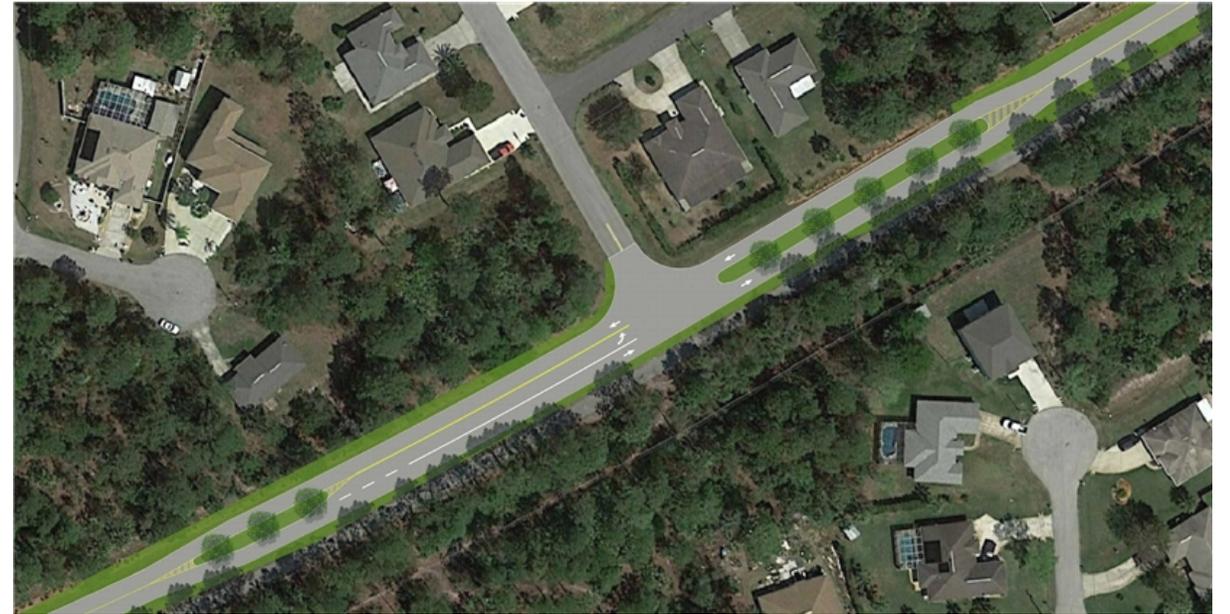
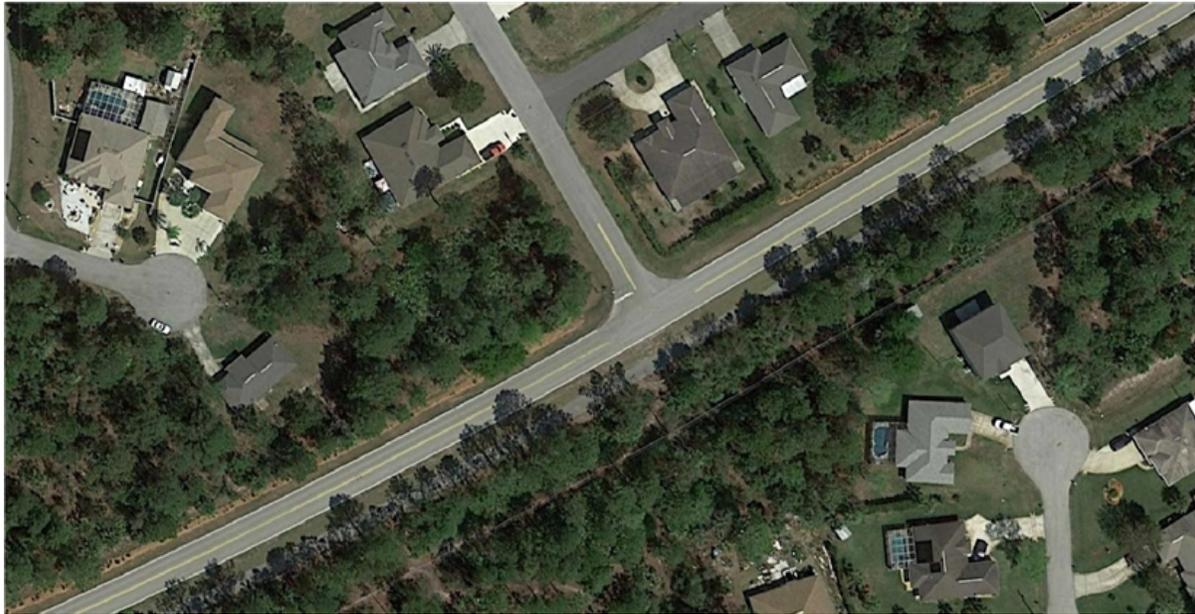


- 9 Months proposed design and permitting schedule
- Addition of 12 turn lanes
- Continuous street lighting
- Extension of multi-use path from White Mill Dr. to US1
- Source of funding: transportation impact fees



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# PROPOSED IMPROVEMENTS



 Princess Rose Drive  
Existing Conditions

 Whiteview Parkway  
Palm Coast, Florida  
March 13, 2018

 Princess Rose Drive  
Proposed Design

 Whiteview Parkway  
Palm Coast, Florida  
March 13, 2018



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# PROPOSED IMPROVEMENTS (continued)



 Ravenwood Drive  
Existing Conditions

Whiteview Parkway  
Palm Coast, Florida  
March 13, 2018



 Ravenwood Drive  
Proposed Design

Whiteview Parkway  
Palm Coast, Florida  
March 13, 2018



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# PROPOSED IMPROVEMENTS (continued)



Whippoorwill Drive  
Existing Conditions

Whiteview Parkway  
Palm Coast, Florida  
March 13, 2018



Whippoorwill Drive  
Proposed Design

Whiteview Parkway  
Palm Coast, Florida  
March 13, 2018



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# PROPOSED IMPROVEMENTS (continued)



 White Mill Drive  
Existing Conditions

Whiteview Parkway  
Palm Coast, Florida  
March 15, 2018



 White Mill Drive  
Proposed Design

Whiteview Parkway  
Palm Coast, Florida  
March 15, 2018



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# PROPOSED IMPROVEMENTS (continued)



Rolling Sands Drive  
Existing Conditions

Whiteview Parkway  
Palm Coast, Florida  
March 13, 2018



Rolling Sands Drive  
Proposed Design

Whiteview Parkway  
Palm Coast, Florida  
March 13, 2018



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# PROPOSED IMPROVEMENTS (continued)



Wood Ash Lane  
Existing Conditions

Whiteview Parkway  
Palm Coast, Florida  
March 13, 2018



Wood Ash Lane  
Proposed Design

Whiteview Parkway  
Palm Coast, Florida  
March 13, 2018



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# PROPOSED IMPROVEMENTS (continued)



Existing Conditions

Whiteview Parkway  
Palm Coast, Florida  
March 13, 2018



Proposed Design

Whiteview Parkway  
Palm Coast, Florida  
March 13, 2018



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# PROPOSED DESIGN SERVICES



Segment 1	Whiteview Parkway from US 1 to White Mill Drive	\$281,867.00
Segment 2	Intersection Improvements at Whipporwill Drive and Ravenwood Drive	\$173,448.00
Segment 3	Intersection Improvements at Princess Rose Drive	\$43,475.00
Alternate No 1	Subsurface Utility Excavations (Allowance)	\$5,000.00
Alternate No 2	Street Lighting (US1 to Pritchard Drive and White Mill Dr.)	\$66,290.00
Alternate No 3*	Landscape, Hardscape and Irrigation	\$ 47,200.00

\* To be be completed by City Staff



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# NEXT STEPS

Approve work order with England-Thims & Miller for Whiteview Parkway Improvement design services for the amount not to exceed \$ 570,080.00

- Roadway and multi-use path design Services: \$498,790.00
- Alternates 1&2 : \$71,290.00



# THANK YOU

Questions?



# City of Palm Coast, Florida Agenda Item

Agenda Date: 07/31/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>		<b>Account</b>
<b>Subject</b>	AGENDA CALENDAR AND WORKSHEET	
<b>Background :</b>		
<b>Recommended Action :</b>		



## Meeting Calendar for 8/1/2018 through 8/31/2018

**8/1/2018 10:00 AM**

Code Enforcement Board  
City Hall

**8/7/2018 10:00 AM**

Animal Control Hearing  
City Hall

**8/7/2018 6:00 PM**

City Council  
City Hall

**8/10/2018 8:30 AM**

Volunteer Firefighters' Pension Board  
Fire Station #25

**8/14/2018 9:00 AM**

City Council Workshop  
City Hall

**8/15/2018 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**8/21/2018 9:00 AM**

City Council  
City Hall

**8/23/2018 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall



**Meeting Calendar for 8/1/2018 through 8/31/2018**

**8/28/2018 9:00 AM**  
City Council Workshop  
City Hall

#	File #	Item	Title	Staff
			<b>Business 8/7/2018</b>	
1		Resolution	Fixed Base Meter Reading	Adams/Zaleski
2		Resolution	Concentrate Main Conversion Project-Royal Palms	Blake/Kronenberg
3		Resolution	FPL ROW Agreement-Ph 3 Southern Wellfield	Blake/Kronenberg
4		Resolution	City Hall Generator Grant Agreement Modification	Cote
5		Resolution	Bulldog Drive ROW and ROW Maintenance Map	Cote
6		Resolution	ROW Elk's Lodge for OKR N Widening	Dvornikova/Smith
7		Resolution	Construction of Seminole Woods Northbound Turn-Lane @ SR.100	Dvornikova
8		Resolution	Citation Boulevard Safety Improvement Design	Dvornikova
9		Resolution	Lakeview Blvd. MUP LAP Supplemental Agreement	Dvornikova
10		Resolution	Final Plat Waterside Super Center FKA Costa Transportation Warehouse	Meehan
11		Resolution	Hidden Lakes Phase 2B plat	Meehan
12		Ordinance 2nd	Parking Regulations	Reischmann
13		Ordinance 1st	Amend Utility Ordinance	Reischmann/Conceicao
14		Resolution	Tennis Center Lease Agreement for Tower	Streichsbier
			<b>Workshop 8/14/2018</b>	
1		Resolution	Utility Fee Schedule	Adams
2		Resolution	OKR Special Assessment	Alves
3		Presentation	Proprietary and Special Revenue Funds	Alves/Williams
4		Presentation	Stormwater Rate Study and Stormwater Budget Overview	Cote/Williams
5		Resolution	Interlocal Mala Compra Storm Drain Project	Blake/Kronenberg
6		Presentation	Pavement Management	Cote
7		Presentation	Draft RFP Security Assessment Master Plan	Falgout
8		Resolution	Final Nuisance Abatement	Flanagan
9		Resolution	IA Flagler Schools Fire Truck Donation	Forte
10		Presentation	FiberNet Business Plan	Newingham/Streichsbier
11		Presentation	Innovation District Strategic Plan	Newingham
12		Resolution	Tennis Center Lease Agreement for Tower--move 2 weeks	Streichsbier
			<b>Business 8/21/2018</b>	
1		Resolution	Utility Fee Schedule	Adams
2		Resolution	OKR Special Assessment	Alves

3	Resolution	Interlocal Mala Compra Storm Drain Project	Blake/Kronenberg
4	Resolution	Final Nuisance Abatement	Flanagan
5	Resolution	IA Flagler Schools Fire Truck Donation	Forte
6	Ordinance 2nd	Amend Utility Ordinance	Reischmann/Conceicao
7	Resolution	Tennis Center Lease Agreement for Tower	Streichsbier
		<b>Workshop 8/21/2018 SPECIAL BUDGET</b>	
1	Presentation	Budget-CIP	Cote/Williams
		<b>Workshop 8/28/2018</b>	
1	Resolution	Budget Workshop - Final Proposed Budget	Alves/Williams
		<b>Business 9/4/2018</b>	
1	Presentation	Photo Contest Winners	Lane
		<b>Business 9/5/2018 PROPOSED SPECIAL BUDGET 5:05 PM</b>	
1		Budget items	Alves/Williams
2		Stormwater Rates	Cote
3		Utility Rates	Adams
		<b>Workshop 9/11/2018 @ 10:00 am</b>	
1		Annual Fleet	Abreu
		<b>Business 9/18/2018</b>	
1	Proclamation	Pink Army	Lane
		<b>Business 9/19/2018 PROPOSED SPECIAL BUDGET 5:05 PM</b>	
1	Resolution	Budget items	Alves
2	Resolution	Fleet	Abreu
		<b>Future</b>	
1	Resolution	Fee Structure	Adams
2	Resolution	Master Plan SCADA Telemetry Standardization	Adams/Hogan
3	Resolution	Annual Fire Inspection Fees	Alves
4	Resolution	Reuse Master Plan	Ashburn
5	Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
6	Resolution	Purchase/Installation Ozone Odor Control Unit WWTP #1	Blake
7	Resolution	Purchase/Installation Primary Clarifier Process Equipment WWTP #1	Blake
8	Presentation	Street Resurfacing Update	Cote
9	Resolution	Stormwater and Environmental Engineering Services WO	Cote/Peel
10	Resolution	CEI Services Seminole Woods turnaround	Cote
11	Resolution	Bulldog Drive ROW and ROW Maintenance Map	Cote

<b>12</b>	Resolution	Property Exchange NECGA	Falgout
<b>13</b>	Ordinance	Amend LDC Chapter 5 rewrite	Hoover
<b>14</b>	Proclamation	Diabetes Awareness 11/6	Lane
<b>15</b>	Presentation	Citizen's Academy Graduation-10/16 44	Lane
<b>16</b>	Proclamation	FI City Government Week 10/16	Lane
<b>17</b>	Ordinance 1st	Coastal Trace FLUM	Papa
<b>18</b>	Ordinance 1st	Coastal Trace Rezoning	Papa