



City of Palm Coast

Agenda

CITY COUNCIL WORKSHOP

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

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

Tuesday, August 14, 2018

9:00 AM

CITY HALL

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 – MUNICIPAL BROADBAND NETWORK BUSINESS PLAN WITH MAGELLAN**
- 2 PRESENTATION - BUILDING AN ENTREPRENEURIAL ECOSYSTEM IN PALM COAST AND COASTAL CLOUD CASE STUDY**
- 3 PRESENTATION – STRATEGIC RECOMMENDATIONS FOR THE INNOVATION AND ECONOMIC GROWTH INITIATIVE**
- 4 PRESENTATION - DRAFT REQUEST FOR SOLUTIONS FOR SECURITY ASSESSMENT AND MASTER PLAN**
- 5 PRESENTATION - STORMWATER RATE STUDY DRAFT AND BUDGET REVIEW**
- 6 PRESENTATION - PROPOSED FY 2019 BUDGET AND REVISED FY 2018 BUDGET FOR THE PROPRIETARY AND SPECIAL REVENUE FUNDS**

WRITTEN ITEMS

- 7 RESOLUTION 2018-XX APPROVING AN OPTION AND GROUND LEASE AGREEMENT WITH DIAMOND TOWERS V LLC FOR CONSTRUCTION OF A TELECOMMUNICATIONS TOWER AT 1290 BELLE TERRE PKWY**
- 8 RESOLUTION 2018-XX APPROVING AN INTERLOCAL AGREEMENT WITH FLAGLER COUNTY SCHOOL BOARD FOR THE DONATION OF FIRE EQUIPMENT**
- 9 RESOLUTION 2018-XX FINAL NUISANCE ABATEMENT ASSESSMENT**
- 10 RESOLUTION 2018-XX APPROVING THE OLD KINGS ROAD SPECIAL ASSESSMENT ROLL TO BE TRANSMITTED TO THE FLAGLER COUNTY TAX COLLECTOR**
- 11 RESOLUTION 2018-XX APPROVING ONE-YEAR MASTER PRICE AGREEMENTS WITH FORTILINE, FERGUSON WATERWORKS AND CORE & MAIN, LP TO PURCHASE VARIOUS UTILITY SUPPLIES.**

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

12 CALENDAR/WORKSHEET

ATTACHMENTS TO MINUTES

City of Palm Coast, Florida

Agenda Item

Agenda Date : 8/14/2018

Department IT Item Key	Amount Account #
Subject PRESENTATION – MUNICIPAL BROADBAND NETWORK BUSINESS PLAN WITH MAGELLAN	
<p>Background :</p> <p>During City Council's 2017 Strategic Action Plan (SAP) evaluation process, the Fiber and Cell Tower (FACT) Team was assigned the following performance measures under 2.1.4, which is to identify opportunities to expand fiber technology to stimulate economic activity. Under this performance measure, the FACT Team also was assigned to</p> <ul style="list-style-type: none">• 2.1.4.3: Evaluate opportunities to incorporate fiber technology into major City infrastructure improvements• 2.1.4.4: Conduct a feasibility study to determine the potential of expanding fiber infrastructure and revising the City's business model through a private – public partnership <p>In working towards these priorities and with City Council's direction, the FACT Team engaged Magellan Advisors, the nation's leading broadband and smart city consulting firm, to create a Municipal Broadband Network Business Plan. Since then, Magellan and the City have assessed the City's fiber-optic network (which launched in 2010), met with key internal and external stakeholders, and compared findings with best practices. Today, Magellan will be presenting their findings of a new business plan to chart a course for the next 10-years and provide opportunities and new model options for the City to continue to capitalize on its assets and expand connectivity across Palm Coast.</p>	
<p>Recommended Action :</p> <p>For discussion and Council direction.</p>	

City of Palm Coast, Florida

Agenda Item

Agenda Date : 08/14/2014

Department Item Key	ADMINISTRATIVE SERVICES 3780	Amount Account
Subject	PRESENTATION - BUILDING AN ENTREPRENEURIAL ECOSYSTEM IN PALM COAST AND COASTAL CLOUD CASE STUDY	
Background :	<p>More recently, innovation, technology and entrepreneurship have been key focuses for City Council and City staff. Great momentum is forming around these focuses and are starting to build upon an 'entrepreneurial ecosystem' for Palm Coast. In building this thriving ecosystem, the City has made significant headway with attending educational opportunities (e.g. ESHIP Summit), expanding upon Business Assistance Center initiatives and collaborating with local partners. One partner being Coastal Cloud with an innovative case study (see attached proposed agreement). Today's presentation will give an update in all of these areas and seek City Council's guidance on next steps.</p>	
Recommended Action:	For presentation and discussion.	

INNOVATION PARTNERSHIP AGREEMENT

THIS INNOVATION PARTNERSHIP AGREEMENT (“Agreement”) is made and entered into this ____ day of ____, 2018, by the **CITY OF PALM COAST, FLORIDA**, a municipal corporation (“City”) and Coastal Cloud.

RECITALS:

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

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

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

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

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

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

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

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

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

2.0 Commitments by Coastal Cloud

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

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

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

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

3.0 Commitments by City

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

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

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

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

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

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

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

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

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

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

- 8.0 Compliance with Laws.** Coastal Cloud shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority regarding the location and continued operations of its business with the City.
- 9.0 Conflict of Interest.** Coastal Cloud warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Coastal Cloud further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Coastal Cloud shall promptly notify the City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement.
- 10.0 Non-Exclusive Agreement.** This Agreement is non-exclusive and both City and Coastal Cloud expressly reserves the right to contract with other entities for the same or similar services.
- 11.0 Rights and Obligations under Agreement.** By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.
- 12.0 Indemnification and Hold Harmless.** Coastal Cloud shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or violation of any relevant federal, state or municipal law or ordinance, or other cause in connection with the negligent, recklessness or intentional acts or omission of Coastal Cloud its employees, subcontractors or agents, or on account of the performance or character of the work, except for any such claim arising from the negligence or willful misconduct of the City, its officers, employees or agents. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Coastal Cloud from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- 13.0 Applicable Law and Venue.** This Agreement shall be construed under the laws of the State of Florida. Venue for any actions brought concerning this Agreement shall be Flagler County, Florida.
- 14.0 Public Records.** This Agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. Coastal Cloud shall:
1. Keep and maintain all public records required by the City to perform the services herein; and

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement; and
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of Coastal Cloud or keep and maintain public records required by the City to perform the services herein. If Coastal Cloud transfers all public records to the City upon completion of the Agreement, Coastal Cloud shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

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

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

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

CITY OF PALM COAST, FLORIDA

By: _____
JIM LANDON, CITY MANAGER

Date: _____

COASTAL CLOUD

By:_____

Date_____

Name:_____

Its:_____

City of Palm Coast, Florida

Agenda Item

Agenda Date: 08/21/2018

Department Item Key	ADMINISTRATIVE SERVICES 3781	Amount Account
Subject	RESOLUTION 2018-XX APPROVING AN INNOVATION PARTNERSHIP AGREEMENT WITH COASTAL CLOUD TO DEVELOP A “311” CITIZEN ENGAGEMENT NUMBER AND APP	
Background : <u>UPDATE FROM THE AUGUST 14, 2018 WORKSHOP</u> City Council heard this item at their August 14, 2018 Workshop. Staff. There were no changes suggested to this item. Staff has attached a resolution for Council’s consideration to approve the innovation partnership agreement with Coastal Cloud to develop a “311” citizen engagement number and app. <u>ORIGINAL BACKGROUND FROM THE AUGUST 14, 2018 WORKSHOP</u> More recently, innovation, technology and entrepreneurship have been key focuses for City Council and City staff. Great momentum is forming around these focuses and are starting to build upon an ‘entrepreneurial ecosystem’ for Palm Coast. In building this thriving ecosystem, the City has made significant headway with attending educational opportunities (e.g. ESHIP Summit), expanding upon Business Assistance Center initiatives and collaborating with local partners. One partner being Coastal Cloud with an innovative case study (see attached proposed agreement). Today’s presentation will give an update in all of these areas and seek City Council’s guidance on next steps.		
Recommended Action : Adopt Resolution 2018-XX approving an Innovation Partnership Agreement with Coastal Cloud.		



Strategic Recommendations
for
The City of Palm Coast
Innovation and Economic Growth Initiative

August 1, 2018

Bob Cooper
Managing Partner

Overview

The City of Palm Coast is seeking to position itself as a preferred destination for innovation, entrepreneurship and economic growth.

Specifically, the objectives of this project included:

- a) ideas for the development of Palm Coast “Town Center” and
- b) how to attract new business to the City of Palm Coast

These final recommendations were developed over three primary phases of the project:

1 - Define & Discover

We started this project with one-on-one or small group meetings, held with key stakeholders including:

- City Manager Jim Landon and Assistant City Manager Beau Falgout
- City Mayor Milissa Holland and City Council members Robert Cuff, Nick Klufas, Steven Nobile and Heidi Shipley
- Innovation Team members: Doug Akins – IT Analyst; Denise Bevan – City Admin Coordinator/Community Development; Maeve Dineen – intern; Jason Giraulo – Digital Communications Coordinator; Cindi Lane – Communications & Marketing Director; Ida Meehan – Sr. Planner; Ray Peter – BAC Business Analyst; Debbie Streichsbier – HR Compensation Manager; Steven Viscardi – IT Director; Lina Williams – Budget Manager; Brandon Washington – Parks & Recreation Supervisor
- Jeffery Douglas - President of Douglas Property & Development

During these 45-90 minute interviews, we reviewed Palm Coast’s strengths, weaknesses, opportunities and threats. From there, we gathered and reviewed existing data, studies and reports from the City, as well as online research.

2 - Synthesize

After reviewing all of the intelligence collected above, I facilitated a group session with the City’s Innovation Team to present a synthesis and summary of the collected data and feedback, as well as our initial thesis, insights and recommendations. This session was held at City Hall on April 30th, 2018. During this session, the team brainstormed additional ideas which have been included in this final recommendation.

3 - Analyze & Design

Since the group session with the Innovation team on April 30th, I have developed these strategic recommendations which includes:

- Positioning strategy and the rationale behind it.
- External messaging.
- Marketing strategies which will list recommended channels of promotion and tactical suggestions including applicable advertising, direct mail, public

relations, micro websites, social media, tradeshow/conferences, etc. along with specific action items to be undertaken by City staff and/or contractors.

- A list of key influencers and organizations related to venture capital, entrepreneurship, life/work balance, healthy lifestyles, corporate wellness, etc.
- A business development process flowchart that provides a “30,000 foot view” of how all the pieces above work together as well as logistical recommendations for gathering, managing, and disseminating information around this ongoing economic development initiative.

RESULTS OF INTERVIEWS

STRENGTHS

- Already-established amenities (dog parks, bike paths, services, community events) in area
- Affordability to live in area (for most people - service workers struggle)
- Large number of retired business executives in the area, as well as potential investors
- Strong outdoor events already exists in area (sport teams, bird festival, etc.) that attract people from all over
- Strong active lifestyle following (tennis, bicyclists, running) in area
- Strong city support (city council, mayor, business leaders, citizens) → open to incentives
- Strong presence of healthcare and teaching opportunities in community
- Great infrastructure for citizens - roads, water, utilities, “smart planning,” code enforcement
- Great infrastructure for business - fiber loop, ready to build, etc.
- Cultural facilities: Flagler Auditorium / Palm Coast Performing Arts Center
- Area attractive to those who like access to big cities but want a small town feel
- Quick access to beaches
- Near places with diverse things to do – St. Augustine, Daytona, Orlando, Jacksonville
- Diverse community (Spanish, Russian, Portuguese speaking)
- Strong school system presence K-12
- Flagler ranked #14 in health outcomes in Florida (out of 67 counties) and #15 in health factors
- 1,557 acres in Town Center

WEAKNESSES

- Not enough cultivated of diversified local talent
- No “lifestyle centers” and/or areas that meet the needs of diverse age groups

- Lack of job opportunities outside of service industry - need to go outside Flagler County for higher paying wages or higher education opportunities
- Town Center has a “bad rap” and is perceived as risky to developers/builders to come in
- 18,000 vacant lots - owned, but not built
- No landmark/attraction/story that makes Palm Coast a “destination”
- Non-aligned agencies/associations exist in the area that duplicate services or create silos
- Teenage group has the least opportunity for fun in Palm Coast
- Confusion of where the “heart” of Palm Coast is or where the “center of town” is or should be (e.g. Matanza Woods, Palm Coast Parkway)
- Not enough hotels and/or large meeting spaces
- Little advertising efforts/dollars currently spent to attract outsiders to Palm Coast
- Of businesses here, most are self-employed or remote workers vs. companies that provide significant employment
- There is a perception that it’s too hard to start a business in Palm Coast
- Too much focus on preserving the status quo, and not enough on helping new businesses come in

OPPORTUNITIES

- There is plenty of space to build amenities to meet current and future needs
- A partnership with a university would help this community continue to grow
- Desire to have a unified vision for Town Center area - working with different talent to help cultivate/build/design
- Leverage “healthy living” – parks and paths, hospital, farm fresh food, climate, nature, etc to attract companies / people
- Recruit businesses from south Florida who are tired of that region
- Movement towards shared office spaces → innovative ways to meet the needs of the current work force
- Fast track permits (as an arm of the BAC) to make it easy for business to get started in Palm Coast with an “ombudsman” or “sherpa” approach for startups
- Identify additional/untapped investors and/or retired executives in area that may or may not be known. Create a local investment fund to attract talent / Biz plan competition
- Facilitate stronger cellular service to the area and wifi in public spaces

THREATS

- No long-term strategic vision for Town Center creates a risk of “hodge podge” development as opposed to a master plan for development
- Reputation of Palm Coast not being business-friendly (e.g. the city and county not being on the same page, citations for trivial matters, etc)

- Transportation – no convenient services, confusing roadways, and everyone drives. (Also lack of Uber and Lyft drivers.)
- Timing on investment to first dollar made – whether real or imagined - reputation is that permitting and inspection is complicated
- Not enough lifestyle amenities for teens or young adults in the area - creates interest in leaving area after H.S. or college graduation -> “brain drain”
- Significant amount of the community is not supportive of affordable/workforce housing
- Weather / climate change / sea level rise (leverage flood plain rating)
- Flagler Auditorium in competition w/ Palm Coast Performing Arts Center?

Additional Macro Trends Identified...

- Florida is #5 fastest growing state - immigration and relocation
- Population and growth are spreading south from Jacksonville / Nocatee to St Augustine. Growing pains there help make Palm Coast more attractive
- People seeking healthier lifestyles / taking control of their own health
- Companies are seeking ways to reduce healthcare costs
- Telecommuting / work anywhere

SECTION 1

Recommendations for Building out Palm Coast Town Center

The Opportunity

The Town Center parcel consists of 1,557 acres, is bounded by Florida Hospital Flagler, Flagler County Airport and Palm Coast High School. A small portion of development sites have already been purchased by residential, business office, medical office and retail commercial developers. Palm Coast's City Hall is also located on the parcel. A Super Target and Publix grocery store anchor two power centers nearby. Remaining entitlements include:

- 2,800 Residential Units
- 900,000sf Office
- 875,000sf Retail Commercial
- 1,000,000sf Non-Retail Commercial

The Background

Palm Coast was developed by ITT Community Development Corporation (Levitt) in 1969, and the original development plan encompassed 48,000 home sites on approximately 42,000 acres of the 68,000 acres owned by ITT. Paved streets and central water and sewer serve all lots developed within the plan. An extensive water management system was designed to replenish the area's water table, which includes 46 miles of freshwater canals and 23 miles of saltwater canals.

Allete Energy (NYSE: ALE), purchased the properties of Palm Coast developer ITT Community Development Corp. in 1996.

On December 31, 1999, the City of Palm Coast was officially incorporated and hired its first city manager on April 17, 2000.

Allete Properties, a wholly owned subsidiary of Allete, created Palm Coast Holdings, headquartered in the City of Palm Coast to oversee development. That group created this "vision" video for Palm Coast's "Town Center" in 2007 which is now 11 years out of date: <https://www.youtube.com/watch?v=WavRZSXYUBY>

While Palm Coast was the fastest growing city in the United States from 2003 to 2006, the recession of 2008 had a major impact on the City due its lack of economic diversity. At one point, the City had the highest unemployment rate in the state of Florida.

Over the subsequent years, Allete decided to exit the real estate business. In a 2015 SEC filing, Allete officials said it was re-evaluating its strategy related to Allete Properties and that strategy "incorporates the possibility of a bulk sale of its entire portfolio." As of March 31, 2017 Palm Coast Properties was closed and the current broker for remainder of the Town Center property is Jeff Douglas of Douglas Property & Development, Inc.

Challenge

The challenge that the City of Palm Coast faces in developing Town Center is that the City does not own the land which is to be developed. This short-term goal of selling the

property off in parcels seems to be at odds with - or does not support - a long-term integrated view of a Town Center.

Without singular ownership and vision, there is the potential that Town Center will just be series of streets with retail, restaurants and services. While this will “fill” the area, there will be no cohesiveness of design or theme and no sense of “center” - which is the root of the term, “Town Center.”

Solution

So what can the City to do to facilitate the development of an integrated Town Center? I believe there are two primary paths forward at this point; one tactical and the other strategic - but both of which have to happen as quickly as possible. The City needs to think BIG and QUICK - otherwise “something” will happen over time... just not perhaps what you want or envision.

While there are some things that are out of the City’s control, there are four things that can be done by the City to make Town Center a reality:

- A - Bring People to Town Center via Attractions**
- B - Bring People to Town Center via Events**
- C - Establish Town Center as a Hub for Innovation**
- D - Find and Secure a Master Developer**

A - Bring People to Town Center via Attractions

The City has already undertaken initiatives to attract citizens to Town Center, primarily consisting of events i.e. music, food trucks, holidays, etc. Going one step further, the City can put in place permanent attractions in Town Center that will draw more people - both from within Palm Coast and the surrounding areas.

Ideally, the City would build a high end full-service Recreation Center for the community that would include workout facilities, meeting rooms, pool(s), a climbing wall, etc. This would service as a strong “anchor” for Town Center development and be an attractive amenity for both future residents and employers.

Other lower cost but good value attraction ideas include:

- Skate Park
- Splash Park
- Climbing park / Ropes course

Other ideas generated during the process included:

- Petting Zoo
- Observation Tower
- Fixed Balloon Ride
- Water Park
- Regional Food Court / Food Marketplace
- Event Venue (Weddings, etc.)
- Iconic Public Art

- Trampoline Park
- Big Slide
- Nature Discovery Center

B - Bring People to Town Center via Events

A number of ideas for events were generated. One idea in particular would both attract visitors and generate good PR “buzz” for the city and that is what I am calling a “Brains and Brawn” event. We are all familiar with the growth and popularity of “obstacle” events like Tough Mudder, Muddy Buddy, Warrior Dash, Spartan Race, etc. But what if we created an event that took that concept of “brawn” and endurance, and added an element of “smarts” as well?

If you’ve ever watched the TV show “Survivor” you know that they have a lot of physical challenges but also “problem solving” challenges as well, wherein competitors are pitted against each other. They need to solve puzzles, or sort items or address a logistical problem.

Imagine taking that concept and spreading it over a course that went through or around Town Center. It could be kept to running, obstacles and puzzles - or you could even add a biking or swimming component to it.

This idea could be fleshed out with participation from the Parks and Rec department, branded and promoted on a national basis. To my knowledge, there have been a few local events like this (often incorporating trivia or a scavenger hunt) but nothing with national recognition. Done right, I believe this idea could be successfully pitched to national media outlets for outstanding press coverage.

Palm Coast has had good success in attracting sports tournaments in the past. Other ideas include:

- Palm Coast Marathon
- Palm Coast Bike Race - leverage bike path network
- Music Festival
- Tennis Tournament
- TED Talk / Speaker Series
- Cheerleading Competition
- Medical Conferences
- “Smart City” Conferences - that leverages Palm Coast’s experience

C - Establish Town Center as a Hub for Innovation

This particular issue is a challenge since the City does not control or own any space in Town Center, outside of City Hall. This would be greatly facilitated once a long term visionary Town Center developer is secured to work with Douglas Property and Development.

Ideally, this approach is going to incorporate a number of partnerships, most likely with a university. I understand that discussions are underway with one Florida-based university and I would urge the City to “drive” that process to “go/no-go” decision in an accelerated timeframe.

Beyond that, the City should look into a public/private partnership in which an innovative “shared office space” could be set up, ideally in the building next door to City Hall. I believe that the City could find an entrepreneur who would want to run this venture, and ultimately turn a profit on the space. Again, it is in the City’s best interest to help facilitate this “seed” space to a) help attract future Town Center businesses and b) help boot-strap future employers / tax payer for the city.

There are many resources for setting up such facilities, as well as firms that actually provide turnkey services like Plug and Play Tech Center, based in Silicon Valley, which provides an integrated process and platform for innovation centers. See <https://www.plugandplaytechcenter.com/>

Ideally, innovation centers get better and faster traction when they focus on “clustering” around specific technology, as opposed to a more broad based approach. The top four 4 growing sub-sectors of technology in the United States are:

- Advanced Manufacturing & Robotics (189% 5-year increase in early stage funding deals)
- Ag-Tech (Agriculture Technology) & New Food (171% 5-year increase)
- Blockchain (163% 5-year increase)
- Artificial Intelligence, Big Data & Analytics (77.5% 5-year increase)

Ag-Tech is particularly interesting for Palm Coast due to the proximity and density of agriculture in Flagler and other nearby counties.

Looking at Palm Coast’s history and internal strengths, other sub sector technologies to focus on could include:

- Emergency Response Technology - based on Palm Coast’s fire history and its top shelf fire department
- Water Treatment Technology - based on Palm Coast’s advanced water treatment facilities

And based on the City’s partnership with Florida Hospital, health related sub sector technologies could include:

- Integrated Medicine
- Sports Medicine
- Precision Medicine

D - Find and Secure a Long-Term, Visionary Developer

The lynchpin, in my opinion, for a successful Town Center is finding and partnering with a proven, successful, well-funded, visionary developer who has “been there, done that” when it comes to large-scale, multi-faceted projects like this. This organization should be able to “pick up the torch” from the efforts of Palm Coast Holdings and Douglass Property and Development to raise the capital required to make Town Center a reality.

A lot can be learned from the past. There are numerous “town center” type developments across the country.

In particular, the Urban Land Institute has developed case studies which provide background information, challenges faced, solutions designed, resources used and financing highlights. This information can be very useful. In reviewing their case studies I found a number of them which would be generally similar to the needs of Palm Coast. These case studies are attached, and the consumer-facing website for each development is listed below.

- The Glen - Glenview, Illinois - <http://www.theglentowncenter.com/>
- Kierland Commons - Scottsdale AZ - <http://www.kierlandcommons.com/>
- Belmar - Lakewood CO - <https://www.belmarcolorado.com/>

In each case, you will find that there was a master developer involved as well as architects, designers and landscape architects. This reinforces the idea that for Palm Coast's Town Center concept to be fully realized, it requires a visionary developer who sees the project as a whole (not parcels) and is in it for the long haul.

ULI's white paper entitled Ten Principles for Developing Successful Town Centers puts it succinctly:

To address these issues, developers of town centers must be experienced, well organized, and very well capitalized. Town center developments are typically taken on by private developers that have a strong vision and the staying power to see developments through to completion. Developers must have a long-term outlook and be ready to embark on a long process, staying with the project well into the operating period. They will need to develop a financial plan and structure that includes substantial upfront, at-risk equity to get the project through a long approval and pre-development process—a process that may well end in a no-go decision, resulting in the loss of a lot of money.

Developers and their financial partners need to stay with the development well into the operating period because it may take some time to achieve the initial vision and to attain stabilized operations and income, especially when phasing is involved. Profits on town centers are often made in the latter years of the holding period, when the project is fully built out and performance is fully optimized. Success also requires implementing and fine-tuning an effective management plan. The management plan is essential to establishing solid operating performance over a period of years and to achieving the final vision. A long-term view and patient capital are essential ingredients.

As a next step, I suggest reaching out to the Urban Land Institute's Advisory Services Program. From their website: *Through this program, ULI members integrate into communities dealing with a wide array of real estate and land use challenges to provide unbiased, expert advice and specific recommendations for improvement. Members link together with local leaders to draft a plan to revive, rethink, and restore communities around the globe to ultimately enact change and improve the lives of the people who live there.*

Panels bring together the best and brightest from ULI's diverse membership — developers, planners, financiers, market analysts, economists, architects, designers, and public officials — to provide practical solutions and objective advice not available from any other source.

Action Item:

Urban Land Institute contact for Advisory Services: Tom Eitler - Senior Vice President, Advisory Services / 202-624-7186 / E-mail: tom.Eitler@uli.org

Reach Out Directly to Experienced Town Center Developers

In addition, here is a list of experienced master developers of town centers across the country, with links to their websites. These firms have shown the ability to invest, design, plan, and manage large-scale projects which integrate retail, mixed-living space, commercial office space, entertainment and experience spaces.

- [The Hankin Group](#) (developers of [Eagleview Town Center](#))
- [JBG Smith](#) (developers of [King of Prussia Town Center](#).)
- [Terwilliger Pappas](#)
- [CallisonRTKL](#)
- [Jacoby Development](#)
- [Steiner + Associates](#)
- [STIR Architecture](#)
- [Environmental Planning & Design](#)
- [McCaffery Interests](#)
- [The Harris Group](#)
- [Copper Carry](#)
- [Peterson Companies](#)
- [MKSK Studios](#)
- [Maceirch](#)
- [Rudolph & Sletten](#)

Action Item

I suggest using a brief “pitch” document (aka “Executive Summary”) to provide developers with a consistent overview of the highlights of Palm Coast and the Town Center project. This would include some historical background, as well as the logistics of acreage, amenities, CRA logistics, tax credits, etc. This would be followed with a well-designed Powerpoint presentation that would provide more details via a screen share or live visit. The objective of these tools is to get a master developer to take a closer look and understand the upside opportunities that the Town Center project could afford them.

Action Item

I also suggest attending the Urban Land Institute’s annual meeting in Boston, October 8-11. The link to the meeting is [here](#) and a list of registered attendees can be found [here](#). The cost for non-member, governmental employees to attend the 4 day event is \$1,495.

While it be useful to see examples of other Town Center-type projects and learn from the sessions, to me the most valuable aspect of this event would be the face to face networking with developers, investors and bankers. With a well-honed 30 second “elevator pitch” and the supporting pitch document (described above) to hand off, we could establish a lot of contacts in a very short amount of time. The key question I would ask attendees is,

"I'm new here - who do you think I need to meet?" This simple networking request - during breaks, after presentations, at happy hour mixers - has led to millions of dollars of business transactions for me over the years.

Note: The link to the attendees above serves as a key source for building Palm Coast's list of contacts and influencers, addressed later in this document. I typically forward that type of list to a data research/compilation company that I use to "fill out" the data for the person, including name, address, website, LinkedIn connection, email and phone numbers. This list is the key to all future growth in Palm Coast - from Town Center to attracting new business to the City.

Section 2

Recommendations for Attracting Business to Palm Coast

The second phase of this project is about attracting new business to Palm Coast. This should be done in parallel with Town Center, as it is not dependent on a finished or in-development Town Center - but it would certainly help to be able to identify that development is under way.

There are two major paths for this new business growth: “Work from Anywhere” Professionals and New Employers.

“Work from Anywhere” Professionals

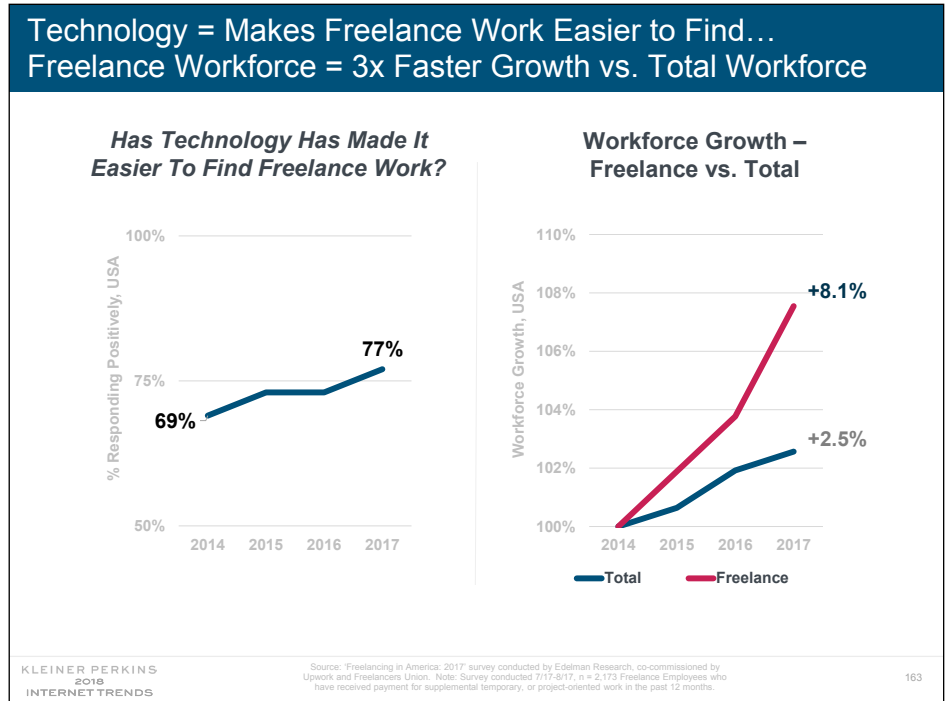
Primarily due to advances in technology, there is a growing trend of “work from anywhere” professionals who are either:

- Full-time (or part-time) employees of larger firms who can technology to accomplish their job, without being present in a centralized location.
- Freelance professionals who own their own business or consulting firm (typically sole proprietor or partner) who can service clients from virtually anywhere.

These professionals can live virtually anywhere because they are primarily knowledge workers who can accomplish their work tasks via any combination of phone, email, groupware, video conferencing, etc. Typical examples include programmers, analysts, product managers, project managers, account managers, designers, engineers, etc. who typically earn between \$75,000 to \$200,000 per year.

The City of Palm Coast can have faster results recruiting this type of professional, since they control their own destiny; they can decide where they want to live, when they want to live, either full-time or part-time in Palm Coast.

This category of “WFA” professional can be reached via a number of channels, including general business (magazines, newspapers, blogs, podcasts, websites, Facebook, LinkedIn, etc) as well as through “special interest” channels that play to Palm Coast’s strengths an intersect with these professionals. For example, these



channels could include websites, magazines, podcasts, special Facebook groups, LinkedIn Groups, etc that focus on activities such as bicycling, motorcycling, tennis, birdwatching, hiking, healthy living, sailing, boating, salt water or inshore fishing, etc.

New SMB Employers

This group would obviously drive more people than the “work from anywhere” professionals group, but it is a longer term approach. While most economic development strategies focus on the “big” wins (like a major distribution centers or corporate headquarters) I believe that the City of Palm Coast can have a bigger impact in a shorter period of time by focusing on attracting SMB (small to medium) size businesses.

Roughly 99 percent of all independent enterprises in the country employ fewer than 500 people, meaning small businesses technically dominate the market in the United States, accounting for 52 percent of all workers according to the U.S. Small Business Administration (SBA).

Small businesses are usually defined as organizations with fewer than 100 employees; midsize enterprises are those organizations with 100 to 999 employees. The second most popular attribute used to define the SMB market is annual revenue: small business is usually defined as organizations with less than \$50 million in annual revenue; midsize enterprise is defined as organizations that make more than \$50 million, but less than \$1 billion in annual revenue. For comparison sake:

- 19.6 million Americans work for companies employing fewer than 20 workers
- 18.4 million work for firms employing between 20 and 99 workers
- 14.6 million work for firms with 100 to 499 workers
- 47.7 million Americans work for firms with 500 or more employees.

The “sweet spot” for the City consists of the first two groups above - reaching founders/owners of these approximately 38 million businesses that employ between 2 to 100 workers.

Most people interviewed for this project agreed that the City needs more companies like Coastal Cloud or ACI, both technical companies that employee knowledge workers. Interestingly, each company has a very different “creation” story.

Coast Cloud was started by a husband and wife team who had initially decided to retire to Palm Coast, but then saw an opportunity in the marketplace to start Coastal Cloud.

Conversely, the founder of ACI, was running his software company in Michigan. During a winter storm, he saw an ITT-sponsored TV ad for Palm Coast and booked a trip south. He and his wife decided to move their family - and business to Palm Coast. They came back to Michigan and told their 70 employees that they would pay the relocation costs for anyone who wanted to move with ACI to Palm Coast (as well as offer some founder shares) and 30 of those employees - and their families - took them up on the offer. Since moving to Palm Coast, ACI has been acquired by a larger firm and continues to grow and attract new employees to the City.

The City needs to get the attention of the founders of these companies. The good news is that the same techniques and channels for “work from anywhere” professionals also applies to the founders/owners of these approximately 38 million businesses that employ between 2 to 100 workers.

Action Item

Because one of Palm Coast's key strengths is year-round great weather, the City should focus on founders/owners of small businesses in states in the northeast and upper midwest United States. This would include Maine, New Hampshire, Vermont, Rhode Island, Connecticut, New York, Pennsylvania, New Jersey, Delaware, Maryland, Washington DC, Ohio, Michigan, Illinois, Wisconsin and Minnesota.

In particular, the City should focus its marketing / PR efforts towards these states during the colder months (November to March) because weather is one of the key reasons people migrate from the northern states to the southern states. For many people (most who work for others) that dream of "moving south" is often deferred to retirement or when they hit the "empty nest" stage. For our purposes, those millions of small business owners and many more "work from anywhere" professionals are far more inclined to make the decision to move themselves and/or their business now, as opposed to later.

Other Considerations: Be Easy to Do Business With

One underlying assumption for success is that the City of Palm Coast will be "Open for Business" and that City management will assess any ongoing concerns related to the process of starting or growing a business in Palm Coast. This idea that "it's hard to do business with the City" came from somewhere, and should be addressed.

At the very least, the process of how a new business gets started in Palm Coast should be examined, through the eyes of the business-owner. Of course, there are a wide range of businesses - from first-time sole proprietors to experienced entrepreneurs to established corporations. The question is: how can we make it easier and simpler for each of those customers / future taxpayers?

As someone who has been this process myself as a serial entrepreneur, it's about the City setting expectations up-front. Identify each step that will be required for each different type of business. What can happen simultaneously and what must follow in order? How long will each step take? How much will each step cost? Who will I have to interface with? Can these steps be reduced or consolidated by the City?

Action Item

1. *Create an online checklist or "dashboard" for the entrepreneur to see exactly where they are in the process. This also needs to be a native mobile app as well. Cloud based tools such as Formstack can quickly provide a secure online check list process.*
2. *Create an "ombudsman" or "sherpa" type position established, much like hospitals now use ombudsman-type positions to help coordinate a single patient's care across all departments, from admission to dismissal and follow up care/rehabilitation. While this may seem like an additional expense, it helps prevent errors, overlaps and re-do's among City staff. (Perhaps BAC or a similar entity can fill this role?)*

Thinking Globally

Global venture capital investments in startups hit a decade high in 2017, with over \$140 billion invested. Total value creation of the global startup economy from 2015 to 2017 reached \$2.3 trillion—a 25.6% increase from the 2014 to 2016 period.

There are a number of organizations that promote business between the cities or regions of the United States with growing economies abroad.

For example, this past April, Florida International University's Business School announced a partnership with Beijing-based University of International Business and Economics. They will bring students to South Florida and create a collaborative curriculum at its Qingdao China campus starting this summer. Conversely, the Chinese institution will designate a building on the Qingdao campus for FIU programs. At FIU, UIBE students will earn degrees in international business and finance at the Chapman Graduate School of Business.

According to a recent presentation made by Mary Meeker, a highly respected venture capitalist at Kleiner Perkins, 56% of America's most highly valued public technology companies were founded by first or second generation immigrants. The statistics are very compelling - and provide justification for Palm Coast to explore international partnerships. (See below.)

First generation immigrant founders....

Alphabet / Google	Sergey Brin	Russia
Facebook	Eduardo Saverin	Brazil
NVIDIA	Jensen Huang	Taiwan
Texas Instruments	Cecil Green	U.K.
PayPal	Max Levchin Luke Nosek Peter Thiel Elon Musk***	Ukraine Poland Germany South Africa
Qualcomm	Andrew Viterbi	Italy
VMware	Edouard Bugnion	Switzerland
Cognizant Technology	Francisco D'Souza Kumar Mahadeva	India Sri Lanka
eBay	Pierre Omidyar	France
	--	

There are many companies in growing economies around the world who want to move or build a business in the United States. Why not Palm Coast, Florida? Organizations which facilitate these types of developments include:

The Asian American Business Development Center - <http://aabdc.com/>
The U.S. India Business Council - <http://www.usibc.com/>
The U.S. Israel Business Initiative - <https://www.usisraelbusiness.com/>

Action Item:

Explore potential international partnerships with growing economies like China, India, Israel, Poland, etc.

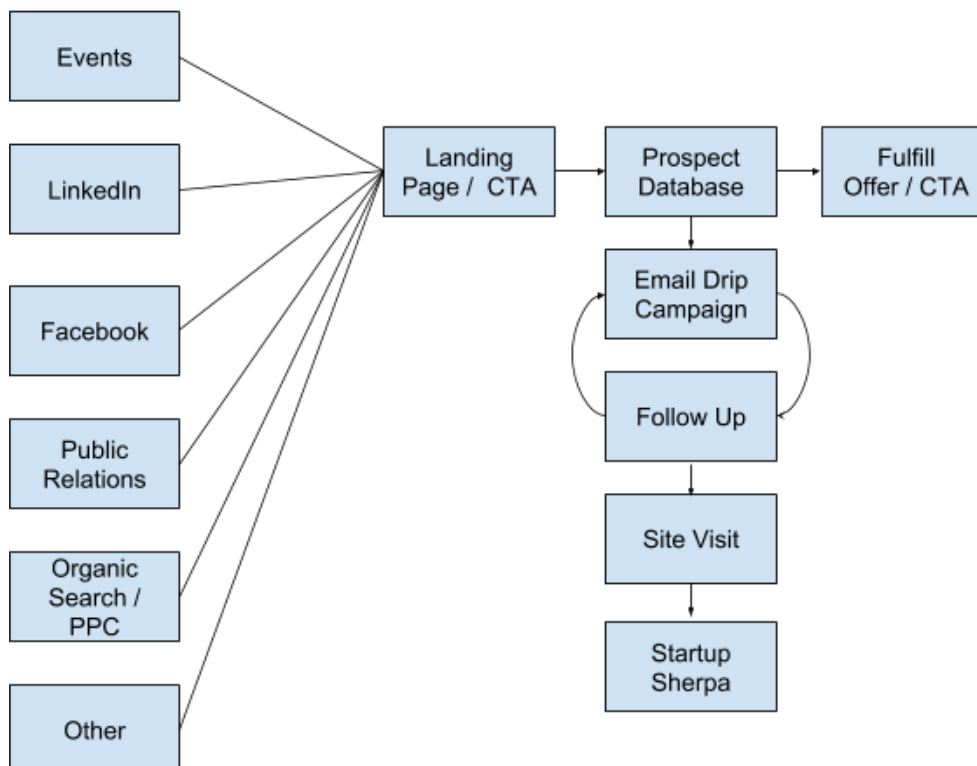
Marketing Recommendations

Listed below are the specific tactics suggested for marketing the City of Palm Coast. No doubt, these are subjective opinions (but that is what you are paying me for) but rest assured that I have no vested interest in “selling” you any of these services. If asked, I can make recommendations or advise on how to source high quality freelancers to get the most bang your buck.

Traditionally, cities, counties, states and countries have referred to the types of efforts described in this document as “economic development.” However, for the City of Palm Coast I would urge you to think of yourselves more like a fast growth business and consider what we are doing here as “marketing and sales.”

In it's simplest terms, marketing is about positioning, branding, and raising awareness of the product or service. Sales is about closing deals - and in our case, closing deals equates to attracting new businesses and employers to Palm Coast. Attached above is a high level marketing and sales flow process.

Palm Coast - Marketing and Sales Process Flow



Branding, Content and Cohesiveness

The City of Palm Coast should do an audit of its existing branding and marketing materials to assure brand consistency across all the City's communication platforms, and take remediation steps as necessary. A number of these items are addressed in the sections below. Any given one on its' own may seem like a small thing, but small things matter when it comes to presenting a world class image to the outside world. The good news is that it does not take a lot of money to resolve these issues - just diligence.

Website

Aside from the current website at www.PalmCoastgov.com, the city needs to develop a standalone website (aka microsite) that speaks specifically to those who; might be considering starting a business in Palm Coast; might move to Palm Coast as a "work from anywhere" professional; might move their existing business to Palm Coast.

Some good examples of City websites that do this well include:

<https://www.boisecompetes.org/>

<http://whysiloam.com/>

<http://growalpharetta.com/>

<http://www.valpoedc.com/>

Action Item:

Get estimates for developing new micro website (and unique landing pages) exclusively for attracting new business.

Website Chatbots

One of the fastest growing trends today on commercial websites is the use chat-bot technology to help a customer (citizen) or prospect find the information that they are looking for. But cities are also embracing this same technology, for the same reasons. Chatbots are inexpensive, often costing less than \$200 per month. Chatbots work 24/7/365. Customers want services beyond the normal 9 am – 5 pm business hours and chatbots can deliver that. In addition, chatbots can reduce the number of inquiries your live team has to respond to. For example, the city of Los Angeles's chatbot has reduced email inquiries by 50 percent since it was implemented. There are a growing number of chatbot platforms out there, but our clients have had great experiences with www.drift.com. Prices start at \$50 per month for this cloud-based service.

Action Item:

Add a chatbot to existing city website and new business microsite.

Website Analytics

To get a good sense of how the the City of Palm Coast website is performing - and to compare against other similar cities, we recommend using www.SEMrush.com. Tailored

for large ad agencies and SEO (search engine optimization) firms, this powerful website offers up a lot of insights for free for individual (single website) searches including data on more than 130 million domains, >800 million keywords, competitors' organic and paid search strategies, the most profitable keywords for your website and more. Even during a free 7-day trial, the City can gather research on other high-growth cities you consider using best-practices, to see how they are marketing themselves, who links to them, etc. All of this research provides valuable insights to the City of Palm Coast.

Action Item:

Use an analytical tool like [SEMRush.com](https://www.semrush.com) to review best practices of marketing/promotion of other fast growing cities with robust business environments.

Video

The City's internal marketing department does a fine job of producing videos for the citizenry, related to promoting or documenting community events. But to attract outside businesses and WFA professionals, the City should invest in outside talent and production teams to position itself in a higher-end manner.

Today, we all live in a world of high quality video. Even the phones in our pockets can deliver hi-definition video. Videos have to be short, on-point, impactful and high-quality. Studies show that our attention span - in the age of social media - has dropped from 20 seconds to an average of 8 seconds.

Aside from the first impression received from the marketing website, the next most important tool is the business overview video, which brings everything to life. This has got to be high-impact, well-scripted and flawlessly produced.

Action Item:

Produce a new and fresh-looking video overview of Palm Coast, that can be used to target both new "work from anywhere" residents (not retirees) and new businesses. Should be no longer than 3-5 minutes in length.

Public Relations

Dollar for dollar, public relations provides the highest return on investment for Palm Coast. The objectives of PR for the City of Palm Coast are:

- Build awareness around the City; develop relationships with press, analysts and bloggers.
- Position the City of Palm Coast as THE best kept secret in Florida - as "Florida's Next Frontier"
- Differentiate the City of Palm Coast as "The Newest City in Florida"
- Drive new business and partnership opportunities – target regional and specific vertical publications for desired message and sales support. This includes print publications (magazines and newspapers), online websites and bloggers related to:
 - Cycling
 - Birding

- Southern Living
- Healthy Living
- Home-based Entrepreneurs
- Start Up Entrepreneurs
- Growth Entrepreneurs
- Corporate Wellness
- “Best Of” lists i.e. “best places to live,” “best places to raise a family,” “best places to start a business,” etc. Publications run these lists annually and include top level publications like Money, Fortune, and US News & World Report down to web-only properties like niche.com, livability.com, etc,

Your in-house Economic Development staff can handle some of these functions, however, a truly successful PR will require engaging a PR firm that will be paid a monthly retainer, with (or without) a bonus paid for each article. Select a firm that has proven experience in pitching cities; they should have the necessary pre-existing relationships with editors and influencers that helps get articles and profiles placed.

Specific components needed for a strong PR campaign will include:

- Fact sheets about Palm Coast
- Executive profiles - key staff and Mayor/Council
- Executive summary
- Key City statistics
- City slide deck
- Testimonials from both citizens and business owners - why did they come to Palm Coast and why do they stay?
- FAQ
- Press release pipeline for the next 12 months
- Proactive media outreach. Tools like www.AuthoritySpy.com can help to identify influencers and applicable bloggers around the world.
- Spokesperson training - who will be interviewed on behalf of the City?
- Coverage tracking of the City

Another effort of the public relations out-reach is to get the Mayor or key City executives up to the speaker’s podium at influential conferences and tradeshow. This goes a long way to establishing credibility for the City of Palm Coast, and creates materials that can be repurposed down the road.

Action Item:

Interview and hire a PR firm (or consultant) on a monthly retainer basis to drive coverage in print and online.

Email and Direct Mail

The City of Palm Coast needs to be able to communicate directly - on a granular level - with it’s network of prospects, business partners, service providers, etc. Anytime a new

press release is sent out or a significant article is written about the City, that information should be passed out to “the network.” These consistent “touches” have been shown to have a significant impact.

Most communications should be through email, but there should also be a physical “dimensional” mailer sent out via UPS or FedEx to high profile prospects (no more than 1000.) In this age of “all email/all the time”, a creative and well-designed mailer or small package stands out from the crowd and makes it much easier to get past the “gatekeepers.” Ideally, this is something that the prospect will keep in a high profile place - like their desk - and use frequently. But you need to differentiate yourself from all the pens, USB thumb drives, etc. that are out there.

We have good success with a product that is a modern update to the “Silly Putty” we played with as kids, called “Thinking Putty.” They sell small cans, with putty in a variety of colors, which can be produced with custom labels. Most people can’t help but to “play” with this putty while on the phone or a conference call or during a meeting. As a result, the can (and the City’s branding message) is always within arm’s reach. That is the goal! See www.puttyworld.com for details and pricing. Again, this costs more than an imprinted pen, but it completely differentiates you and helps you stand out from the crowd.

Action Item:

Identify dimensional mailer item, get pricing, customize packaging and schedule mailings.

Social Media - Of all the social media sites out there, the ones that apply most to the City of Palm Coast are LinkedIn and Facebook. LinkedIn is most interesting for attracting prospective “work from anywhere” professionals as well as founders/CEOs of fast growth companies. In particular, I would recommend focusing on what I call the “intersections” of these targets and LinkedIn groups in which they might participate. For example, LinkedIn has special interest groups not only related to business, but to personal interest as well.

Topic	# of Groups	Largest Group
Tennis	704	13,000+
Harley Davidson	102	20,000+
Cycling	681	19,000+
Telecommuting	52	25,000+
Corporate Wellness	171	68,000
Startups	3607	642,000

Action Item:

Get an individual annual subscription to LinkedIn's "Sales Navigator" product for \$779 per year, join key groups and start to engage in "news you can use" discussions. Don't "spam" the group - add value. Again, the goal is build the City's internal LIST.

Advertising

Traditional display advertising is not recommended. However, The City of Palm Coast would benefit from micro targeted advertising on Facebook and LinkedIn. For example, you can specify which LinkedIn members view your ads by selecting a target audience: by job title, job function, industry, geography, age, gender, company name, company size, or LinkedIn Group. Like Google AdWords, LinkedIn uses a pay per click (PPC) model which makes it easy to test out ads by limiting your ad dollars spent to a certain amount per day.

I would also suggest exploring email marketing advertising via an outlet like "The Hustle" - a daily email newsletter that is targeted toward entrepreneurs and visionary companies. See <https://thehustle.co/daily> as an example. Typical campaigns for most advertisers run from \$5,000 to \$15,000. Some of their stats:

- 4.8m+ monthly inbox impressions
- 600k+ active email subscribers
- 40% industry-crushing daily open rate*
- 66 average net promoter score
- 80% under the age of 44
- 62/38 male/female
- 29% earn more than \$100k annually
- MOST work for emerging, fast-growing businesses
- 68% are primary decision makers

Again, the big objective here is to drive eyeballs from The Hustle email to a Palm Coast landing page where you can offer an incentive (PDF, e-book, contest, etc.) in order to capture the email of the prospect. This is not a "once and done" process - studies show that that vast majority of prospect must see a marketing message 5-7 times before they take action. Running ads to make those impressions can get very expensive, very quickly. So having those email addresses is absolutely critical.

I would also recommend testing some Facebook ads. Facebook is often considered a "consumer" website but with 214 million users in the U.S. the fact is that most business owners are on there as well. This fact, couple with Facebook's ability to micro-focus ad campaigns based on specific profiles make it a powerful tool for prospecting.

Action Item:

- 1 - Get a hard quote from "The Hustle" for advertising in their email newsletter.*
- 2 - Test some Facebook ads, targeting technology business owners in the northeast.*

CRM / Lead Management / Sales Automation / Integrated Marketing Tools

I recommend using an integrated software tool that can help organize all the “moving parts” of a marketing program like this. There are basic tools for contact management as well as standalone tools for sending bulk and/or customized email, managing “drip” campaigns, creating landing pages, fulfilling download requests, measuring impact, etc.

Over the past few years, a number of software “suites” have been launched which help streamline the process. These include [salesforce.com](https://www.salesforce.com), [hubspot.com](https://www.hubspot.com), [infusionsoft.com](https://www.infusionsoft.com), [zoho.com](https://www.zoho.com), [clickfunnels.com](https://www.clickfunnels.com), etc. I have used most of these tools and am currently most impressed by a new player in the space called www.Kartra.com because a) it is the most comprehensive and b) is full of “done for you” templates that can easily be modified for use by Palm Coast. Cost of Karta is about \$98 per month.

Action Item:

Identify and subscribe to an integrated marketing tool.

Email Signature Files

Email “sig” files (appended at the end of each outgoing email) can be a low cost but effective way to promote the City of Palm Coast. However, I noticed that the default email signature file used by many Palm Coast employees needs to be updated due to errors. First, the Twitter logo opens to the generic www.twitter.com website as opposed to the City’s Twitter account page at: www.Twitter.com/palmcoastnow. Secondly, the link to PCTV is broken. The link, <http://www.pcma-tv199.org/> returns a “403 Forbidden Error.” This does not instill confidence in customers or prospects!

Action Item:

Get the City’s standard email “sig” files fixed and re-deployed to all employees ASAP.

Voice

The “voice” for this initiative is very important. To get a sample of voice, I would urge you to subscribe to “The Hustle” - a daily business newsletter that was previously referenced in this document. The founders of that publication will tell you that the reason for their rapid success has been their “voice;” the attitude, outlook, personality etc that the reader gets from their content. It’s smart, sharp, a bit funny and a bit irreverent - without ever taking themselves too seriously. There is a fine line between confidence and arrogance and we always want to be on the very high side of confidence side, without crossing over to arrogance.

Attached below is some sample copywriting. We need to not only list Palm Coast’s many amenities and benefits, but we need to explain the the context of the “origin story” and why that matters. Not just “ITT did this and then this happened” but the key benefit of starting with a blank canvas of 22,000 acres and long-term vision.

Throughout history, towns and cities have started small. A few homes here, a shop there, a church. Over time, as more people move in infrastructure is added as more homes and shops are built. These additions are typically “ad-hoc” as the community leaders try to keep up with growth, but depending on the rate of the growth, this “hurry up and catch up” approach causes huge headaches for the citizens who have outgrown their roads, harbors, land or infrastructure.

But what if there was a city that was planned from the beginning to easily scale as it grew? A city that started with a blank sheet of paper and was designed by the nation's leading city planners and engineers? A city that was designed for growth from the beginning, starting with "clean sheet of paper" and 22,000 acres of untouched land? And what if this city was located in one of the most temperate climates on the eastern seaboard of the United States, with simple access to white-sand beaches, major metropolitan airports and unspoiled natural beauty?

Well, that place does in fact exist... in the city of Palm Coast, Florida. As Florida's newest city, incorporated less than 20 years ago, Palm Coast offers both businesses and families the ideal balance of work, play, and community.

etc.

Staffing and Funding for Marketing (aka Economic Development)

One of the keys to success for any marketing plan is consistent implementation. A marketing plan is like a fitness plan. You can have the greatest "plan" in the world but if you don't do your daily sit-ups or do your time on the treadmill, then you won't get the "six pack abs" - and the plan will not work. This is why it's key to have clearly defined responsibilities and accountability for the implementation process, whether the implementation is done in-house, outsourced or a combination of both.

If the City of Palm Coast is serious about attracting new businesses and work-from-home professionals, then the City needs more - and dedicated - marketing resources. The City is not just in competition with other cities in Florida, but other cities nationwide that are vying for the same "work from anywhere" professionals and fast-growth companies.

Just as the city plans, prepares for - and invests in - high-impact weather such as hurricanes and flooding, so too, the city needs to brace itself for an inevitable economic downturn by attracting a good core of diverse businesses in Palm Coast. Storms (both natural and economic) are cyclical but also highly unpredictable. Nonetheless, you have to be prepared for storms at all times.

To that end, I have put together realistic budget to accomplish the goals outlined in this document.

Advisory / Consulting Services

Finally, I would recommend retaining myself (or another outside marketing consultant) to help monitor and maintain the "big picture" of this initiative, especially in the first year of implementation. There are a lot of moving parts here, and I can help the City's full-time staff keep everything moving forward; assist in sourcing and selecting qualified freelancers and external services; provide qualitative oversight, as well as a valuable "outsiders'" perspective. Typically in other client engagements, this type of support averages about six hours per month.

BUDGET

Listed below is a conservative 12 month budget for the City of Palm Coast. These costs are primarily “out of house” using external resources, and are additive to current internal costs.

Component	Monthly	Total
Video overview - (3-5 min)		\$20,000
Public relations retainer	\$3,000	\$36,000
Conference Attendance	4X annual	\$8,000
Conference Exhibition	1X annual	\$12,000
New website for lead gen		\$20,000
Drift chat bot	\$50	\$600
Kartra CRM tool		\$1,200
LinkedIn Sales Navigator		\$780
Social media	\$500	\$6,000
Advertising	\$1000	\$12,000
Dimensional Direct Mail	1,000 qty X \$5 per	\$5000
Copywriting / Design		\$5,000
Advisory / Consulting	\$1,500	\$18,000
	Total Proposed Budget	144,580.00

Conclusion

It is my opinion that while Palm Coast has some short-term challenges related to the current conflicted interests involving the comprehensive development of an integrated Town Center, the City has a bright future in it's potential for attracting new business entities to the City.

Having met the people - both on Council and on the City staff - it is clear that there is a common desire to leverage the best of what Palm Coast has been - and is - to create a better future, with more resiliency related to economic diversity.

In this document I have laid out a series of strategies and tactics that - if done consistently - will generate the desired results over time. However, it will require that the City apply more financial resources that it may - or may not - be prepared to spend.

Similar to fire safety or preventative maintenance on roads or infrastructure or hurricane preparations, if the City wants to avoid financial repercussions in future financial downturns or recessions, then it must be prepared to spend money, time and resources ahead of time.

APPENDIX:

ACTION LIST

Listed below are the actions items that were identified in the overall Strategy document. They are sorted by priority; 1 is immediate, 2 is short term and 3 is longer term.

Area	Description	Rank
Town Center	<i>Contact Urban Land Institute contact for Advisory Services: Tom Eitler - Senior Vice President, Advisory Services / 202-624-7186 / E-mail: tom.Eitler@uli.org</i>	1
Town Center	<i>Create a brief “pitch” document (aka “Executive Summary”) to provide developers with a consistent overview of the highlights of Palm Coast and the Town Center project.</i>	1
Branding	<i>A small “SWAT” team needs to be organized to review image/branding consistency across all the City’s communication platforms, and take remediation steps as necessary.</i>	1
Marketing	<i>Produce a new and fresh-looking video overview of Palm Coast, that can be used to target both new “work from anywhere” residents (not retirees) and new businesses. Should be no longer than 3-5 minutes in length.</i>	1
Website	<i>Add a chatbot to existing city website and new business microsite.</i>	1
Customer Service	<i>Create an online checklist or “dashboard” for the entrepreneur to see exactly where they are in the process. This also needs to be a native mobile app as well. Cloud based tools such as Formstack can quickly provide a secure online check list process.</i>	2
Town Center	<i>I also suggest attending the Urban Land Institute’s annual meeting in Boston, October 8-11. The link to the meeting is here and a list of registered attendees can be found here. The cost for non-member, governmental employees to attend the 4 day event is \$1,495.</i>	2
Customer Service	<i>Have an “ombudsman” or “sherpa” type position established, much like hospitals now use ombudsman-type positions to help coordinate a single patient’s care across all departments, from admission to dismissal and follow up care/ rehabilitation.</i>	2

Area	Description	Rank
Website	<i>Get estimates for developing new micro website (and unique landing pages) exclusively for attracting new business.</i>	2
Marketing	<i>Use an analytical tool like SEMRush.com to review best practices of marketing/promotion of other fast growing cities with robust business environments.</i>	2
Marketing / Sales	<i>Get an individual annual subscription to LinkedIn's "Sales Navigator" product for \$779 per year, join key groups and start to engage in "news you can use" discussions. Don't "spam" the group - add value. Again, the goal is build the City's internal LIST.</i>	2
Public Relations	<i>Interview and hire a PR firm (or consultant) on a monthly retainer basis to drive coverage in print and online.</i>	2
Marketing / Sales	<i>Identify and subscribe to an integrated marketing tool i.e. Kartra.</i>	2
Marketing	<i>Focus marketing / PR efforts towards northern states during the colder months (November to March) because weather is one of the key reasons people migrate from the northern states to the southern states.</i>	3
Marketing	<i>Explore potential international partnerships with growing economies like China, India, Israel, Poland, etc.</i>	3
Direct Mail	<i>Identify dimensional mailer item, get pricing, customize packaging and schedule mailings.</i>	3
Marketing	<i>Get a hard quote from "The Hustle" for advertising in their email newsletter.</i>	3
Marketing	<i>Test some Facebook ads, targeting technology business owners in the northeast.</i>	3

City of Palm Coast, Florida

Agenda Item

Agenda Date: 8/14/2018

Department Item Key	Information Technology	Amount Account
Subject	PRESENTATION – DRAFT REQUEST FOR SOLUTIONS FOR SECURITY ASSESSMENT AND MASTER PLAN	
Background : The City of Palm Coast deploys multiple technologies to provide security to employees and guests at City facilities. These technologies include access control, security cameras, fire and security alarms, panic buttons, emergency call stations, and enhanced 911 notification. Most of the technologies utilize the City of Palm Coast's FiberNET fiber optic network, which covers 50 miles of major roadways in Palm Coast and already connects almost all city facilities. As these technologies have been deployed, City Council has emphasized the need for a comprehensive and integrated approach to providing security for City employees and guests. In order to further City Council's goals and direction, City staff have developed a Request for Solutions in order to engage a highly qualified consultant to provide a solutions proposal to conduct a security assessment and develop a Security Master Plan for City facilities and operations. Since this is a City Council priority, City staff are providing the draft RFS for City Council direction and feedback prior to advertising. A representative from the Flagler County Sheriff's Office will also be part of the evaluation team and the overall project.		
Recommended Action : For discussion and direction.		



city of
PALM COAST

RFS-IT-18-65

SOLUTIONS REQUEST MANUAL

Request for Solutions (RFS) for City Wide Security Assessment and Master Plan

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OVERVIEW

Overview

CITY OF PALM COAST REQUEST FOR SOLUTIONS (RFS)	
TITLE CITY WIDE SECURITY ASSESSMENT AND MASTER PLAN	REFERENCE RFS-IT-18-65
ISSUED August 29, 2018	DUE September 27, 2018 at 2 p.m.
PURCHASING COORDINATOR JESSE SCOTT (386) 986-2337 JKScott@palmcoastgov.com	PROJECT MANAGER BEAU FALGOUT (386) 986-3796 bfalgout@palmcoastgov.com
BRIEF DESCRIPTION <p>This Request for Solutions is issued for the purpose of engaging a highly qualified company or individual(s) (herby referred to as "Consultant") to provide a solutions proposal to conduct a security assessment and develop a Security Master Plan for City facilities and operations.</p>	
OTHER KEY DATES AND MEETINGS <p>Non-Mandatory Pre-Proposal Meeting: Click or tap to enter a date.</p> <p>Question Deadline: September 20, 2018 at 2 p.m.</p> <p>Proposal Deadline: September 27, 2018 at 2 p.m.</p> <p><i>The above outlines the deadlines applicable to this RFP. City reserves the right to modify or change the scheduled deadlines at its sole discretion and will provide notice to the Proposers of any such change(s).</i></p>	
DOCUMENT AVAILABILITY, SUBMISSION, OTHER INFORMATION <p>Proposal documents are available through the City's Procurement Portal at (https://palmcoastgov.bonfirehub.com/portal). Proposal submittals shall be received electronically through the City's Procurement Portal by the specified time and date. No other method of submission will be allowed or considered (i.e. Mailed, emailed, or hand delivered).</p>	

ABOUT PALM COAST

About Palm Coast

The City of Palm Coast, located in Flagler County on the northeast coast of Florida, is situated halfway between St. Augustine and Daytona Beach and about 70 miles from both the Jacksonville and Orlando metropolitan area. Palm Coast's Interstate 95 Exit 284 (at State Road 100) is the closest I-95 exit to the beach from Maine to Miami. Palm Coast covers approximately 60 square miles and is situated on 70 miles of saltwater and freshwater canals and the Intracoastal Waterway, providing residents with abundant fishing and boating opportunities.

The City of Palm Coast is one of Florida's newest cities; incorporated in 1999. Palm Coast is a full-service City government servicing approximately 85,000 residents and 36,000 households. It offers a comprehensive list of services including Utility, Public Works, Administrative Services and Economic Development, Finance, Information Technology, Parks & Recreation, Fire and Human Resources. Law Enforcement Services are provided by the Flagler County Sheriff's Office. Facilities owned and operated by the City of Palm Coast include City Hall, the Utility Office, three water treatment plants, a wastewater treatment plant (with a second under construction), the Public Works yard, the Palm Coast Community Center, and five fire stations.

City Hall and the Utility Office are the two main facilities where citizens do business with the City. These facilities are open 8 a.m. to 5 p.m. weekdays. The Community Center is normally open daily from 8 a.m. to approximately 9 p.m., depending on the evening's programming. Palm Coast also provides its residents with a dozen City parks, a tennis center, a golf course, a swimming pool, and more than 125 miles of connecting multiuse pathways for walking, running and bicycling. Parks and other recreational amenities are open seven days a week, usually from morning to night.

GENERAL REQUIREMENTS

General Requirements

Introduction

The City of Palm Coast, Florida seeks to engage a highly qualified company or individual(s) (hereby referred to as "Consultant") to provide a solutions proposal to conduct a security assessment and develop a Security Master Plan for City facilities and operations. The consultant shall develop a detailed Security Master Plan ("The Plan") for the City, in close coordination with City staff and the Flagler County Sheriff's Office. The Consultant shall provide: risk assessment & mitigation planning; environmental design solutions (landscaping, architecture and lighting); analysis and recommendation of available technology and system requirements to meet the needs outlined below; cost/benefit analysis of recommendations; and emphasis on open architecture and non-proprietary systems; and an analysis and recommendation of technology and communications upgrades, as it affects overall safety and security.

The general purpose of the Request for Solutions (RFS) is to identify Consultants with the requisite qualifications and resources best suited to provide a security assessment and Security Master Plan for the City of Palm Coast. It is the intent of the City, through the Request for Solutions (RFS), to maximize innovation, letting the marketplace offer solutions instead of issuing a prescriptive RFP.

Current Security Technology and Systems

FiberNet Backbone

The City of Palm Coast's FiberNET fiber optic network covers 50 miles of major roadways in Palm Coast and already connects city facilities (except three facilities), Flagler Schools, and more than two dozen businesses. Fiber is currently available along Palm Coast Parkway, Belle Terre Parkway, in Town Center and along the U.S. 1 corridor. The City currently utilizes FiberNET to connect many of our security systems and technology.

Access Control and Security Cameras

The City currently has 189 access control devices and 116 cameras in 26 locations throughout the City, supporting 974 badge holders. The system is managed using Security Center software.

Fire/Security Alarms/Panic Buttons

The City currently has fire alarm and/or burglar alarm in 26 locations throughout the City. The City also has 22 panic buttons in city buildings where money is handled. In addition, several park facilities have emergency call stations. These systems are handled by multiple alarm providers.

911 Notification

In order to bridge the gap between phone provider's address information, which is one central address for customer account, and 911 caller's actual physical location, E911 Anywhere was setup. With E911 Anywhere, a

GENERAL REQUIREMENTS

detailed location record is created for every phone extension and forwarded to 911 dispatch, including the caller's actual building, floor and other pertinent information.

POTENTIAL SCOPE OF SERVICES

The Consultant shall be an expert in security assessment and master planning. The scope of services includes a review of existing City of Palm Coast facilities and operations, security systems, processes and practices in order to develop a Security Master Plan. Respondents should consider how components and practices that are currently in place can be utilized or improved in the Security Master Plan. The selected consultant will need to work with City staff and the Flagler County Sheriff's Office throughout the assessment and development of the Security Master Plan. On site consultation is anticipated in Palm Coast, Florida at various stages of the process.

Professional services included under this scope of work to be performed by the Consultant should include, but are not limited to, the following:

Operational Security - Comprehensive review and assessment of existing security policies and procedures and staffing with specific recommendations of implementation measures to improve existing security policies and procedures and staffing. The review and assessment of existing operational security measures must include the following considerations in the context of: (1) normal hours of operation, (2) off hours, (3) emergencies and (4) special events.

- a) Organization, structure, management, budget, and administration
- b) Staffing requirements, job descriptions, employment qualifications, training and supervision
- c) Service levels and performance
- d) Liaison and coordination with public and private agencies
- e) Incident reporting and investigation
- f) Contractors' access
- g) Key Control
- h) Access control policy to City facilities
- i) Security awareness plans
- j) Emergency building evacuation procedures
- k) Emergency communications
- l) Coordination/interface with local/regional police/emergency services

Architectural and Physical Security:

- a. Barriers - Vulnerability analysis and risk mitigation for parking lots and other high risk venues as subsequently determined, including access control
- b. Lighting (Interior and Exterior):

GENERAL REQUIREMENTS

- a. Lighting must be programmable and immediately controllable via computer for safety, security and energy efficiency.
- c. Exterior lighting must provide overlapping coverage, so as to preclude or minimize areas of darkness
- d. Landscaping – safety surveillance

Technological Systems:

- a. Security systems; CCTV, digital video management, access control, intrusion, panic/distress and fire alarms includes integration with other special system
- b. Asset management/security
 - a. Consideration of a system for monitoring and protecting high value items/equipment.
- c. Communications System design and integration guidelines which include:
 - a. Emergency call Boxes
 - b. Emergency messaging system and emergency communications
 - c. E-mail, pagers, cell phones, landlines, PDAs, text messaging, etc.
 - d. 911 Alert (automatic notification)
- d. Life Safety Management
 - a. Intrusion alarms
 - b. Panic/distress alarms
 - c. Fire Alarm
 - d. Smoke. Heat. Water.

Surveillance:

- a. CCTV (closed circuit television/surveillance) System and Digital Video Management
- b. Vulnerability analysis and risk mitigation for parking lots and other high risk venues
- c. System design and integration guidelines which includes integration with emergency call boxes, intrusion and fire alarms, as well as other emergency communications.
 - a. Camera selection - PTZ, Color vs. B&W and Digital vs. analog
 - b. Sensors and other technology
- d. Intrusion Control
 - a. Locks, alarms, intrusion detection
 - b. Proximity Cards
 - c. Cypher locks
- e. Data Transmission Collection/Reporting

Implementation:

- a. Priority of implementation
- b. Staffing and budget implications

GENERAL REQUIREMENTS

- c. Recommendations for operational policy changes
- d. Recommendations for standardization of equipment and service providers

RFS PROCESS

RFS Process

PURCHASING PROCEDURES: The Central Services Division Procedures apply in its entirety with respect to this Request for Solutions. These procedures can be found at: <http://www.palmcoastgov.com/government/purchasing>

INQUIRIES/INTERPRETATIONS: All Proposers shall carefully examine the Request for Solution (RFS) documents. Any ambiguities or inconsistencies shall be brought to the attention of the City Central Services Division prior to the due date in writing through the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>); failure to do so will constitute an acceptance by the Proposer of any subsequent award decision. Any questions concerning the intent, meaning and interpretations of the RFP documents including the attached draft agreement, or suggestions for addenda to the RFP documents, shall be posed through the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>) at least seven (7) calendar days prior to the proposal due date. Proposer should not rely on any oral statement or instructions made by any employee(s) of the City with regard to this proposal. Any oral statements or instructions given before the proposal due date will not be binding on the City.

ADDENDA: Should revisions to the RFS documents become necessary, the City shall post addenda information on the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>). All Proposers should check the City's Procurement Portal Web Page at least three (3) calendar days before the proposal due date to verify information regarding addenda. Failure to do so could result in rejection of the proposal submittal as unresponsive. Proposer shall sign, date, and return all addenda with their proposal submittal. It is the sole responsibility of the Proposer to obtain information related to addenda and to insure that the proposal considers all changes to the RFP documents.

ANTI-LOBBYING/CITY CONTACT: Proposers are hereby notified that all communications regarding this RFS, whether in writing, electronic, verbal, or by some other means, and whether made indirectly by third parties or directly by the Proposer, must be submitted to the City's Procurement Portal Web Page. Except as expressly required by this RFP for formal presentations (if any), any indirect or direct communications and lobbying regarding this RFP made to members of the City Council, members of the selection committee, or any other City official, from the date of advertising until the time an award has been made, are strictly prohibited and may constitute grounds for immediate disqualification of the Proposer's proposal.

PREPARATION COSTS: The City shall not be liable for any expenses incurred in connection with preparation of a proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of this RFS.

LICENSES/PERMITS: Unless expressly stated in the RFS, all permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, City, etc. are the responsibility of the Proposer.

CONTRACT TERMS AND CONDITIONS: The length of the contract term will be (3) three years and allows for two (2) annual renewals. The draft contract template is attached to this RFS. Proposers should review the draft contract template prior to submitting a proposal. If Proposer wants to negotiate modifications or additional terms and conditions to the contract, then Proposer shall raise these requested modifications or additional terms and conditions by inquiry in writing through the City's Procurement Portal Web Page. Unless expressly accepted by the City and issued by addendum, only the terms and conditions in this RFP shall apply. No additional terms and conditions included with the proposal submittal shall be considered. Any and all such additional terms and

RFS PROCESS

conditions are inapplicable to this RFP, whether submitted purposefully or inadvertently, or appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these RFP documents and subsequent addenda are the only conditions applicable to the Proposer's submittal, and the Proposer's signature on the Response Form attests to this statement. Exceptions to the terms and conditions will not be accepted.

SUBMISSIONS: Refer to the Instructions to Proposers for instructions on preparation of the proposal submittal. .

TIME TO RESPOND: Proposals shall be submitted electronically through the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>) for receipt by the specified time and date. **No other method of submission will be allowed or considered (i.e. mailed, emailed, or hand delivered).** It is strongly recommended that Proposers begin the uploading process at least ONE (1) day before the Proposal Deadline set forth in the Overview for sufficient time to complete the process. **NO SUBMISSIONS THROUGH THE CITY'S PROCUREMENT PORTAL WEB PAGE WILL BE ALLOWED OR CONSIDERED AFTER THE SPECIFIED TIME AND DATE.** For general assistance, please contact Central Services Division staff at least one business day in advance of the proposal due date. For technical questions related to the submission portal, please contact Bonfire at Support@GoBonfire.com or visit their help forum at <https://bonfirehub.zendesk.com/hc>.

ADDITIONAL INFORMATION/FOLLOW-UP: No additional information may be submitted, or follow-up made, by any Proposer after the stated due date, outside of a formal presentation to the Evaluation Committee, unless requested by the City. At the time of opening and upon review of the proposal submittals, the City reserves the right to request all required forms/attachments (other than the pricing form and issued addenda) that may have not been submitted at the time of submittal. The respondent shall have twenty-four (24) hours from the City's request to supply this information to the City for their proposal submittal to be considered valid.

SITE VISIT: Before submitting proposals, Proposers must carefully examine the site of the proposed work, if applicable, and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all work required pursuant to the mandates and requirements of this RFS. No pleas of ignorance of conditions or difficulties that may exist prior to the opening time or of conditions or difficulties that may be encountered in the execution of the work pursuant to this RFS as a result of failure to make necessary and reasonable examinations and investigations will be accepted as an excuse for any failure or omission on the part of the successful Proposer to fulfill, in every detail, all of the requirements of the contract documents, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for any extension of time.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated if it is to the advantage of the City to do so. The City will notify Proposers of all changes in scheduled due dates by posting the notification in the form of addenda on the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>).

PROPOSAL WITHDRAWAL: Proposers may withdraw their proposal submittals through the City's Procurement Portal prior to the time and date set for the proposal deadline. Proposal submittals, once opened, become the property of the City and will not be returned to the Proposers.

INCOMPLETE PROPOSALS/MISTAKES IN PROPOSAL: Failure to sign and return any or all issued addenda, failure to return a signed and completed pricing form, if applicable, and/or failure to sign and return a completed FORM 4 Compliance Certification **shall be absolute disqualification of the proposal as nonresponsive.** Other than the pricing form, if applicable, issued addenda, and FORM 4, the City reserves the right, at City's discretion, to reject the proposal, or to request all required forms/attachments that may have not been submitted, or that may be otherwise incomplete or noncompliant in the City's opinion. Upon request by the City, the Proposer shall have

RFS PROCESS

twenty-four (24) hours to supply this information to the City for the proposal to be considered valid. Proposers are expected to examine the terms and conditions, specifications, delivery schedule, prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk. In the event of extension or addition error(s), the unit price, and extension will prevail, and the Proposer's total offer will be corrected accordingly. Written amounts take precedence over numerical amounts. Proposal submittals having erasures or corrections must be initialed in ink by the Proposer.

PUBLIC OPENING: The proposal submittals shall be opened publically and the names of the Proposers shall be read aloud at that time. Persons with disabilities needing assistance to participate in the public opening should contact the City Human Resource Office ADA Coordinator at 386-986-3718 at least forty-eight (48) hours in advance of the public opening.

ACCEPTANCE/REJECTION/GROUNDS FOR DISQUALIFICATION: The City reserves the right to accept or reject any or all proposal submittals, or any part of a submittal for any reason and without penalty prior to or after the rankings are made by the City, and to terminate any contract negotiations commenced with any Proposer. City will make the award to those Proposers, who in the opinion of the City will be in the best interest of or the most advantageous to the City. The City also reserves the right to reject the proposal submittal of any Proposer who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who, in the City's opinion, is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of Proposers in order to make a determination as to the foregoing. The City reserves the right to waive or enforce any irregularities, informalities, and technicalities and may at its discretion, request a re-procurement. This section shall be construed liberally to benefit the public and not the Proposer. Any of the following causes may also be considered as sufficient grounds for disqualification of a Proposer or the rejection of a proposal:

- a) Submission of more than one proposal for the same work by any entity under the same or different names.
- b) Evidence of collusion among Proposers.
- c) Lack of responsibility as shown by past work in similar projects including, but not limited to, life safety performance, strict adherence to all maintenance of traffic requirements, if applicable, workmanship, progress and scheduling, and financial irresponsibility. The City may also consider past litigation and claim history of the Proposer as evidenced by prior frivolous claims made by Proposer in connection with other projects.
- d) Delayed, incomplete or nonperformance to which the Proposer is committed by contract which may raise concern about the timely performance under this RFP.
- e) Any Proposer that submits a proposal containing information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration. Falsification of any entry made on the proposal shall be deemed a material irregularity and will be grounds, at the City's option, for disqualification of the Proposer or rejection of the proposal.
- f) Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of submittal of the proposal for the type of goods/services to be provided. Should Proposer not be fully licensed and certified, its proposal submittal shall be rejected.
- g) Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.
- h) Non-compliance with the submittal requirements of these Instructions to Proposers
- i) Any other evidence which may hinder or otherwise delay completion of the Project may be grounds for disqualification.

RFS PROCESS

SELECTION AND AWARD: The award will be made to a responsive, responsible Proposer consistent with the process and award criteria set forth in the Evaluation of Qualifications and Award herein. The City reserves the right to accept any proposal or combination of proposal alternates which, in the City's judgment, will best serve the City's interest. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Proposer understands that submission of its proposal constitutes Proposer's acceptance of the terms and conditions of this Request for Solutions, including the contract template attached. However, Proposer also understands that its proposal does not constitute an agreement or a contract with the City. The City reserves the right to reject all proposals, to waive any formalities, to solicit and re-advertise for new proposals or to abandon the project in its entirety. The right is reserved to make a separate award of each item, group of items or all items, and to make an award, in whole or in part, whichever is deemed in the best interest of the City.

- a) AWARD CRITERIA: Refer to Section entitled, "Evaluation of Qualifications and Award".
- b) LOCAL BUSINESS PREFERENCE IN SELECTION AND AWARD: The City has a Local Business Preference Policy, see Section 2-30 of the City of Palm Coast Code of Ordinance, designed to aid Local Vendors. The Policy allows Local Vendors (defined below) to be awarded a solicitation if their cost to the City is within 3% - 5% (depending on amount) up to total of \$20,000 (see calculation below). The City's Local Business Preference is not applicable to any Request for Proposal where funding will be in whole or part from any federal or state agency; or a local agency with differing or no local preference.
 - 1. Local Vendor – For purposes of application of the Local Business Preference, a Local Vendor is a businesses that has its headquarters, manufacturing facility, or locally-owned franchise located in, or having a street address within, the legal boundaries of the City of Palm Coast for at least one (1) year immediately prior to this RFP. If the local business preference does not result in the Palm Coast business being awarded the RFP, then the local business preference shall be given to businesses have its headquarters, manufacturing facility, or locally-owned franchise located in, or having a street address within, the legal boundaries of Flagler County for at least one (1) year immediately prior to the RFP. Post office boxes do not qualify as a verifiable business address.
 - 2. Calculation of Amount of Preference - Five percent (5%) of the total quoted price up to \$200,000.00. Three percent (3%) of the total quoted price above \$200,000.00. Total local business preference shall be limited to \$20,000.00 for each project.

POSTING OF PROPOSAL AWARD: Notice of Intent to Award will be posted on the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>) prior the City's final approval process.

PROTEST: Protests hereunder shall be in accordance with City Code of Ordinances 2017-8 Chapter 2, Article 1, Division 3, Section 2-29 Bid Protest Procedures and as follows.

Step 1. A Proposer protesting matters involving the selection of the contract award must submit its protest to the City's Administrative Services and Economic Development (ASED) Director within three (3) business days from the posting of the Notice of Intent to Award. Failure to protest to the ASED Director within the three (3) business day period shall constitute a waiver of protest proceedings. Any matters not stated will be waived.

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Step 2. Any decision of the ASED Director may be appealed to the City Manager by filing a written appeal setting forth the basis for the appeal to the City Manager within three (3) business days of the ASED Director's decision along with a bid protest appeal bond.

Step 3. Any decision of the City Manager may be appealed to the City Council by filing a written appeal with the written basis for the appeal to the City Clerk within three (3) business days of the City Manager's decision.

PUBLIC RECORDS: Upon Notice of Intent to Award or thirty (30) days after opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the proposal documents, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The City cannot guarantee the confidentiality of any document.

PROPOSALS TO REMAIN FIRM: All proposals shall remain firm for a minimum of one-hundred and twenty (120) days after the day of the opening to allow for the evaluation, selection process and proper execution of the contract. If need be, the Proposer and the City may mutually agree to extend that time up to an additional ninety (90) days.

MULTIPLE SUBMISSIONS: More than one proposal submittal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposal submittals in which such Proposer is believed to be involved. Any or all proposal submittals will be rejected if there is reason to believe that collusion exists between Proposers. Proposal submittals in which the prices obviously are unbalanced will be subject to rejection.

NON-APPROPRIATION OF FUNDS: In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this proposal, the City shall have the unqualified right to terminate the Purchase or Work Order(s) or contract upon written notice to the Proposer, without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any proposer(s).

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Central Services Division at once, indicating in his/her letter the specific regulation which requires an alteration, including any price adjustments. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PATENTS AND COPYRIGHTS: The Proposer shall indemnify and save harmless, the City, its employees and any of its Board Members from liability of any nature or kind, including cost and expenses for or on account of, or for infringement of, patent rights, copyrights, or other intellectual property rights. Further, if such a claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal submittal prices include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

RFS PROCESS

PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES: The City of Palm Coast hereby permits the successful Proposer to extend the pricing, terms and conditions of this solicitation and resultant contract to other governmental entities at the discretion of the successful Proposer. Each governmental agency desiring to accept the successful proposal submittal, and make an award thereof, shall do so independently of any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency assumes any liability by virtue of the award by any other governmental agency.

ADVERTISING: In submitting a proposal, Proposer agrees not to use the results as a part of any commercial advertising, without the express written approval of a City employee with the appropriate level of authority.

CITY LOGO: Proposers are approved to use the City logo in your submission materials and/or presentations.

DEBARMENT: Following award, where the successful Proposer's services are subsequently terminated for cause, the City reserves the right to suspend/debar the successful Proposer from submitting proposals on City procurements/contracts for a period of up to 36 months and/or pursue any and all other remedies available to the City.

INSTRUCTIONS TO CONSULTANTS FOR SOLUTIONS RESPONSE

INSTRUCTIONS TO CONSULTANTS FOR SOLUTIONS RESPONSE

General

The Consultant(s) warrants its response to this Request for Solutions (RFS) to be fully disclosed and correct. The firm must submit a Solution Response complying with this RFS, and the information, documents and material submitted in the Solution Response must be complete and accurate in all material aspects. All Solution Responses must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below.

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of response.

The Solution Response shall cover in as much detail as possible the requirements of the solicitation, subject to modification and enhancements as a result of information gained during the consultant selection process.

The Solution Response must be submitted electronically.

Proposers must provide the required information listed below and in the specified order and format. Each Firm shall provide information, documentation and other necessary materials that best demonstrates and informs City of Palm Coast of the firm's abilities, professional competence, and expertise to provide the services desired. The submittal response should be focused with concise descriptions of the firm's solution approach. Each Firm is expected to examine all specifications, terms, conditions, and instructions in the Request for Solutions. Failure to do so will be at the Firm's Risk.

The Proposal must be divided into six (6) sections with references to parts of this RFS done on a section number/paragraph number basis. The six (6) sections shall be named:

- 1. Solutions Request Executive Summary**
- 2. Table of Contents**
- 3. Solutions Request Understanding and Proposal**
- 4. Experience and Past Performance**
- 5. Projected Cost**
- 6. Innovation and Creativity**

INSTRUCTIONS TO CONSULTANTS FOR SOLUTIONS RESPONSE

1. SOLUTIONS REQUEST EXECUTIVE SUMMARY: Discuss the highlights, key features and distinguishing points of the proposal. The executive summary should be in the form of a letter that at a minimum includes: name of individual, partnership, company, or corporation submitting proposal; city's RFS number; statement that all terms and conditions of the RFS are understood and acknowledged by the undersigned; and signature(s) of representative(s) legally authorized to bind the proposer. A separate sheet shall include a list of individuals and contract for this Proposal and how to communicate with them. Limit this section to five (5) pages.

2. TABLE OF CONTENTS: There shall be a Table of Contents for material included in the proposal.

3. SOLUTIONS REQUEST UNDERSTANDING AND PROPOSAL: This section of the proposal shall establish that the Proposer understands the City's objectives requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the firm's ability to meet the City's schedule, outlining the approach that would be undertaken in providing the requested services. Limit this section to twenty (20) pages.

4. EXPERIENCE AND PAST PERFORMANCE: This section of the proposal should outline the firms experience and ability to successfully perform security assessments and create master plans with public sector clients. This section of the proposal should include information and details about at least three (3) security assessments and/or master plans. Details that highlight the proposer's ability to collaborate with internal and externals teams should be included. Limit this section to twenty (20) pages.

5. PROJECTED COST: This section of the proposal shall outline the proposed costs for each step of the Proposers proposed scope of services. Typically, this is best demonstrated in a table format with the step identified and associated costs. Any anticipated travel expenses by the consultant's team should be included in the overall cost. Limit this section to two (2) pages.

6. INNOVATION AND CREATIVITY: This section of the proposal shall demonstrate innovative techniques used by the Proposer to conduct security assessments and develop security master plans. Consultant should demonstrate how they differ from the "Pack" in terms of Innovation and creativity and how their approach would be the best option for the City of Palm Coast. Limit this section to eight (8) pages.

7. REQUIRED FORMS: This section shall include the following forms which are available at the end of this Proposal Manual.

Form 1 – Conflict of Interest Statement

Form 2 – Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion

Form 3 – Certificate of Authorized Signatory

Form 4 – Compliance Certification

INSTRUCTIONS TO CONSULTANTS FOR SOLUTIONS RESPONSE

INSURANCE

Proposers shall have insurance coverage that complies with the Insurance Requirements set forth in the Contract Template attached to this RFS. Proof of insurance shall be furnished to the City prior to final execution of the contract.

PROPOSAL SECURITY

A security is ☐ required, or ☒ not required for this proposal. If a security is required, a certified check, cashier's check or bond shall accompany each proposal if the proposal amount is one-hundred thousand dollars (\$100,000) or greater. The certified check, cashier's check or bond shall be for an amount not less than five percent (5%) of the price/cost and shall be made payable to the City as a guarantee that the proposer will not withdraw his/her proposal for a period of ninety (90) days after proposal closing time and, upon award, will execute a contract with the City.

CONFIDENTIAL MATERIALS

Any materials that Proposer claims qualify as "trade secrets" under the Public Records Act shall be segregated, clearly labeled "trade secrets", and accompanied by an executed Non-Disclosure Agreement for Confidential Materials.

WARRANTY AGAINST FRAUD AND COLLUSION

By submitting a proposal in response to this RFP, the Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure this business and the resulting contract, and that the Proposer has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the resulting contract. For the breach or violation of this provision, the City shall have the right to disqualify the proposal and terminate the Agreement at its sole discretion, without liability, and to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

By submission of a proposal submittal, Proposer affirms that its proposal submittal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this RFP and the resulting contract.

PREPARING AND UPLOADING SUBMISSION

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement
RFP Proposal	File Type: PDF (.pdf)	Multiple	Required
Required Forms	File Type: PDF (.pdf)	Multiple	Required

- Please note the type and number of files allowed. The maximum upload file size is 1000 MB.
- Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at: <https://palmcoastgov.bonfirehub.com/opportunities/XXXX>

Important Notes:

INSTRUCTIONS TO CONSULTANTS FOR SOLUTIONS RESPONSE

- Each item of Requested Information will only be visible after the Closing Time.
- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.
- Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

EVALUATION AND AWARD

Evaluation and Award

The City shall negotiate the award to the responsive and responsible Consultant who submits a Solutions Response package that is most advantageous to the City. In determining the most advantageous submittal, the City reserves the right to consider criteria such as, but not limited to, innovative approach, facilitation skills of the team, flexibility, creativity in approach, understanding and grasp of the objective, collaboration skills, customer service, past experience, past performance and reputation. The City may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

Each Evaluation Committee member will evaluate the below factors. Each member will assign a criterion score ranging from the minimum points scale allowed to the maximum points scale allowed for each rating factor.

After accumulating the members' scores, the firm with the highest average score shall be ranked first, the next highest average score shall be ranked second, and so on. The initial ranking may be revised by the Evaluation Committee after discussion and formal oral presentations/interviews (if required).

The City reserves the right to contact references provided by the Consultant or visit locations (prior placements) listed in the RFS. Information supplied by client references or obtained upon site visits may be used in determining the relative merits of the Consultant under any and all of the Evaluation Criteria.

Evaluation Criteria:

The following criteria will be used for evaluating proposals for the City of Palm Coast and will be based on criteria noted above:

Maximum Points

A. Experience and Past Performance 40

Ability to develop and deliver Security Master Plan Solutions demonstrated by past experience with previous clients and firms comparable to the City of Palm Coast, including client references. References may be contacted during the evaluation process.

B. Project Understanding 20

Understanding of project objectives and scope of work as evidenced in the solutions proposal.

D. Projected Cost 20

Costs will not be the sole deciding factor in the selection process, but will be considered in the case of this RFS.

E. Innovation and Creativity 20

Consultant demonstrates innovative techniques in conducting a security assessment and developing a Security Master Plan. Consultant demonstrates how they differ from the "Pack" in terms of Innovation and Creativity and how their approach would be the best option for the City of Palm Coast.

TOTAL SCORE (100 possible points)

EVALUATION AND AWARD

EVALUATION / RANKING:

Prior to receipt of proposals, the City will establish an Evaluation Committee to evaluate the proposals. Separately, each individual Evaluation Committee member will score each criteria listed above for each proposal. The scores will range from the minimum points allowed to the maximum points allowed for the corresponding criteria.

The City's Central Services Division will then compile these scores. A meeting may be held to review the individual scores and discuss significant variances. Scores may be modified at this time. The scores will then be compiled and averaged; the firm with the highest average score shall be ranked first, the next highest shall be ranked second, and so on. **The City reserves the right to establish alternate selection criteria, rescore, re-rank, and/or shortlist. The City in its sole discretion will determine the method of evaluation and award that is most advantageous to the City.**

The City reserves the right to contact references provided by the Proposer or visit operations listed in the proposal. Information supplied by client references or obtained upon site visits may be used in determining the relative merits of the Proposer under any and all of the Evaluation Criteria.

The City reserves the right to make a separate award of each item, group of items or all items, and to make an award, in whole or in part, whichever is deemed in the best interest of the City.

FORMAL ORAL PRESENTATIONS/INTERVIEWS (If Required)

The City may choose to conduct oral interviews with, or receive oral presentations from, one or more of the proposers. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will open to the public. If oral presentations or interviews are held, the following guidelines will be used.

- The City shall establish the schedule. Proposers will be notified at least seven (7) calendar days in advance of the date, time and place. The specific format of each presentation will be provided to Proposers with the notifications.
- The City shall allot equal time for each Proposer divided into three sequential parts: formal presentations, questions/answers, and discussion. Presentations provide an opportunity for the Proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no Proposer will be penalized for using less than the allotted time.

Negotiation and Fee Schedule

A "Fee Schedule" will be negotiated and agreed upon at the time of execution of a contract and will be part of the contract. All payments, fees, reimbursements, and costs will be based on the fee schedule established for the successful Proposer(s).

The City may award a contract on the basis of initial offers received, without discussion, or may require Proposers to give oral presentations based on their Proposals. The City reserves the right to enter into negotiations, including price, with the top-ranked proposer, and if the City and the top-ranked Proposer cannot negotiate a mutually acceptable contract, the City may terminate the negotiations and begin negotiations with the second-ranked Proposer. This process may continue until a contract has been executed or all Proposals have been rejected. No Proposer shall have any rights in the subject project against the City arising from such negotiations.

EVALUATION AND AWARD

Solutions Proposal Schedule

RFS release by City of Palm Coast	August 29, 2018
Non-Mandatory Pre-Proposal Meeting	TBD
Solutions Proposal Due Date	September 27, 2018

A **Non-Mandatory Pre-Proposal Meeting** will be held at Palm Coast City Hall (160 Lake Avenue, Palm Coast, Florida, 32164) in the Indian Trails Conference Room located on the 2nd floor. A conference call in number will be provided prior to the meeting. Access will be made available to various sites for post-meeting visits and assessments for interested vendors.

NOTICE OF INTENT TO AWARD

Upon completion of the ranking of proposals, or re-ranking if oral presentations are made, the City will post the Notice of Intent to Award.

NEGOTIATIONS

The City reserves the right to negotiate terms with the top-ranked Proposer including, but not limited to, rates, fees, costs, expenses, reimbursements, project team member hours and project schedule. If the City and the top-ranked Proposer cannot come to agreement, the City may terminate negotiations and begin negotiations with the second-ranked Proposer. This process may continue until the terms are mutually acceptable or all Proposals have been rejected. No Proposer shall have any rights in the subject project against the City arising from such negotiations.

FINAL CONTRACT AWARD AND APPROVAL

Upon completion of the Notice of Intent to Award and negotiations if required, the final Contract, based on the attached Contract Template, will be submitted to the City Manager for approval. In the event that the contract value exceeds \$30,000, the Contract will be submitted to City Council for final approval.

FORM 1 – Conflict of Interest Statement

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

- (Continued on Next Page)

FORM 1 – CONFLICT OF INTEREST STATEMENT

DATED this _____ day of _____, 20____.

AFFIANT	
_____	Sworn to and subscribed before me
Signature of Affiant	This _____ day of _____ 20____.
_____	Signature of Notary
Typed or Printed Name of Affiant	Printed, Typed, or Stamped Name of Notary
_____	Notary Public, State of _____
Title	My commission expires _____
	Personally Known _____
	-OR-
	Produced Identification _____
	Type: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

FORM 2 – DEBARMENT CERTIFICATION

FORM 2 – Debarment Certification

Certification Regarding Debarment, Suspension and Voluntary Exclusion-Lower Tier Covered Transactions [For Federal Projects]

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733).

******* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *******

1. The Proposer certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall attach an explanation to this bid.

Name of Proposer

Name and Titles of Authorized Representative(s)

Signature(s)

Printed Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

FORM 2 – DEBARMENT CERTIFICATION

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The Certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, ineligible, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, “voluntarily exclude”, as used this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render in good faith and certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4., suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

FORM 2 – DEBARMENT CERTIFICATION

department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

FORM 3 – CERTIFICATION OF AUTHORIZED SIGNATORY

FORM 3 – Certification of Authorized Signatory

Print/Type Legal Business Name (same as name on W-9 form)

Print/Type FEIN #

Check the legal entity type that is applicable to the above named business:

- ☐ • Sole Proprietorship – Complete Section A
- ☐ • General or Limited Partnership – Complete Section B
- ☐ • Corporation (Inc. , LLC) Complete Section C

Section A: Sole Proprietorship

I HEREBY CERTIFY that I am the sole owner of the business identified above and am authorized to sign legal documents on behalf of said business.

Signature: _____

Print name: _____

Section B: Partnership

I HEREBY CERTIFY that I am a General Partner of the business identified above and am authorized to sign legal documents on behalf of said business.

Signature: _____

Print name: _____

Section C: Corporation

I HEREBY CERTIFY that a meeting of the Board of Directors of _____
Legal business name

a corporation /LLC under the laws of the State of _____, was held on _____ 20____.
The following resolution was duly passed and adopted:

“RESOLVED, that _____ is an officer and director of the corporation (or the managing member of the LLC) and is hereby authorized to execute contracts between the City of Palm Coast, a municipal corporation and this corporation/LLC, and that execution thereof by said officer and director, attested by the Secretary of the corporation/LLC, shall be the official act and deed of this corporation/LLC.”

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____ day of _____, 20____.

Provide copy of Resolution

AFFIX Corporate Seal

Corporate Secretary/Managing Member

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

FORM 4 – COMPLIANCE CERTIFICATION FORM

FORM 4 – Compliance Certification Form

Please check the appropriate box where indicated and initial where indicated for each of the listed requirements for certification. This Form must also be signed, notarized, and dated by the same signatory.

- 1. Scrutinized Companies** - Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with local governments for goods or services of one million dollars (\$1,000,000) or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or are engaged in business operations in Cuba or Syria. Both Lists are created pursuant to section 215.473, Florida Statutes. In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services. As the person authorized to sign on behalf of Bidder, I hereby certify that Bidder is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. In addition Bidder is not listed on the Scrutinized Companies that Boycott Israel List, or is engaged in any boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Cuba or Syria, or boycotting Israel may subject the Bidder to civil penalties, attorney's fees, and/or costs. **Initials** _____
- 2. Public Entity Crime** - Any person or affiliate who has been placed on the convicted vendor list following a conviction of a **public entity** crime may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified below is qualified to submit a proposal under Fla. Stat. §287.133(2)(a). **Initials** _____
- 3. Americans with Disabilities Act** - The CONTRACTOR shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Contract for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA. **Initials** _____
- 4. Drug-Free Work Place** - As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified below in the section entitled "Respondent Vendor's Name" is in compliance with Florida Statue 287.087, providing a Drug-Free Workplace. **Initials** _____

FORM 4 – COMPLIANCE CERTIFICATION FORM

5. **Compliance With Public Records** - Upon award, recommendation, or thirty (30) days after receipt, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. The submission of a proposal authorizes release of Proposer's credit data to City of Palm Coast. If the Proposer submits information exempt from public disclosure, Proposer must identify with specificity which pages/paragraphs of its proposal are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate electronic file marked accordingly. By submitting a response to this solicitation, Proposer agrees to defend the City in the event City is forced to litigate the public records status of Proposer's documents. **Initials** _____
6. **Litigation:** **Provide a summary of all litigation, claim(s), or contract dispute(s) filed by or against the Proposer in the past five (5) years that are related to the services the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.**
☐ Applicable ☐ Not Applicable. **Initials** _____
7. **License Sanctions:** **Attach a list of any regulatory or licensing agency sanctions within the past five (5) years. Check appropriate box:** ☐ Applicable ☐ Not Applicable **Initials** _____
8. **Vendor Registration** - All proposers awarded contracts, purchase orders, or work orders must register as a vendor with the City of Palm Coast. Vendors can register online at: <https://www.palmcoastgov.com/vendor-registration>. Please indicate if your company has registered as a vendor with the City of Palm Coast. ☐ I have already registered as a vendor with the City. ☐ I have not registered as a vendor with the City, but plan to do so if awarded a contract, purchase order, or work order through this solicitation. **Initials** _____
9. **Proposal Submission Acknowledgement** - The Proposer has carefully examined the RFP, including the Instructions, Contract Template, addenda, and any other accompanying documents for this project. The Proposer has completely analyzed the information contained in this RFP as guidance for the preparation its proposal. The Proposer's submittal is sufficiently specific, detailed and complete to clearly and fully demonstrate the Proposer's understanding of the proposed work and/or product requirements. The Proposer agrees and understands that, if awarded, all portions of the proposal shall become an integral part of the agreement and contract with the City of Palm Coast, Florida. Should there be a conflict between the proposal and the RFP, the RFP shall prevail. **Initials** _____

I certify that all information contained in this proposal is truthful and correct at the time of submission. I further certify that I am duly authorized to submit this proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the contract. I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Palm Coast or of any other interested proposer; and that the undersigned executes this Certification with full knowledge and understanding of the matters herein contained and is duly authorized to do so. The signatory for the Proposer swears that none of the information supplied was for the purpose of defrauding the City.

FORM 4 – COMPLIANCE CERTIFICATION FORM

PROPOSER

Printed Name of Proposer

Signature

Printed Name

Printed Title

Printed Date

Contact Email

Street Address /Suite #

City, State Zip

AFFIX CORPORATE SEAL BELOW

STATE OF _____)
_____) ss

COUNTY OF _____)

Sworn to and subscribed before me

This _____ day of

_____ 20____.

Signature of Notary

Printed, Typed, or Stamped Name of Notary

Notary Public, State of _____

My commission expires _____

Personally Known _____

-OR-

Produced Identification _____

Type: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CONTRACT TEMPLATE

Contract Template

City of Palm Coast, Florida

Agenda Item

Agenda Date: 08/14/2018

Department	Construction Management and Engineering	Amount
Item Key		Account #
Subject	PRESENTATION - STORMWATER RATE STUDY DRAFT AND BUDGET REVIEW	
Background : The last Stormwater Fee adjustment was in 2013 and has remained fixed while the cost of operation, maintenance, and capital improvement projects has continued to increase. Much of the existing stormwater system is in excess of 40 to 50 years old. Recent major storm events and prolonged periods of rain have highlighted the need to address the City’s aging stormwater infrastructure. At the current level of funding, efforts to maintain and replace existing infrastructure is not keeping pace with the rate of deterioration. In order to keep pace, and continue efforts to try and improve the City’s stormwater system, City staff have identified the need for additional Stormwater Fund revenues. The FY18 budget included funding for retaining a consultant to assist with the review of the current stormwater utility fee. City staff worked closely with professional engineers within the Water Resources and Stormwater Management Department at DRMP to analyze our current system and assist with updating our 5 and 10 year Stormwater Capital Improvement Plan. City staff, and DRMP, will present 3 Capital Improvement Plans: <ul style="list-style-type: none">• The first plan to be presented will be based on current revenue projections and will show that if revenue is not increased for this fund there will be a need to make reductions in stormwater maintenance levels of service, the number of capital projects such as weirs, large diameter pipe crossings, and stormwater storage capacity improvements• The second plan presented will be an enhanced plan approach that will increase the City’s ability to replace aging infrastructure, improve the level of service, and add capacity, but will require additional revenue.• The third plan will be an accelerated version of the enhanced plan that will expedite rehabilitation and improvement projects, add more system capacity, and allow system improvements that will help reduce long-term maintenance, but will also require additional revenue. After developing funding needs for the three options, the City worked with a rate consultant (PRMG) to determine necessary stormwater fee rate adjustments and to review funding alternatives. City staff and consultants (DRMP & PRMG) will present their initial findings in draft form at this workshop. The final report will be presented to council in a few weeks.		
Recommended Action : For discussion and direction purposes.		

City of Palm Coast, Florida Agenda Item

Agenda Date : 8/14/18

Department	FINANCE	Amount
Item Key	3729	Account
		#
Subject	PRESENTATION - PROPOSED FY 2019 BUDGET AND REVISED FY 2018 BUDGET FOR THE PROPRIETARY AND SPECIAL REVENUE FUNDS	
Background :	Staff will present City Council with a proposed FY 2019 budget and a revised 2018 budget for proprietary and special revenue funds.	
Recommended Action :	For presentation purposes only.	

City of Palm Coast, Florida

Agenda Item

Agenda Date : 08/21/2018

Department Item Key	INFORMATION TECHNOLOGY 3578	Amount Account
Subject	RESOLUTION 2018-XX APPROVING AN OPTION AND GROUND LEASE AGREEMENT WITH DIAMOND TOWERS V LLC FOR CONSTRUCTION OF A TELECOMMUNICATIONS TOWER AT 1290 BELLE TERRE PKWY	

Background :
UPDATE FROM THE AUGUST 14, 2018 WORKSHOP

This item was heard by City Council at their August 14, 2018 Workshop. There were no changes suggested to this item. As discussed at the workshop, staff has added Section 26(g) to the draft lease agreement relating to Flex Net Advanced Meter Infrastructure. This addition is shown as underlining.

ORIGINAL BACKGROUND FROM THE AUGUST 14, 2018 WORKSHOP

On May 1, 2017, City Council approved a contract with Diamond Towers for Telecommunications consulting to improve wireless coverage throughout the City of Palm Coast. The scope of services included developing a wireless master plan and attracting additional carriers to existing towers and developing new towers on potential sites identified in the wireless master plan. In exchange for these services, the City shares increased revenue generated from leases of existing towers and new towers, as outlined in the approved contract.

Diamond Towers V LLC has requested to lease City property located at 1290 Belle Terre Pkwy, (Tennis Center), for the purpose of constructing a 150-foot high, telecommunications facility (structure). The tower will be a monopole style tower with a full antennae array. This facility will have the capacity to accommodate at least four (4) carriers. This site is part of the approved Wireless Master Plan.

The new tower will replace the existing tower located on this site.

The terms of the lease agreement are consistent with the City Council approved contract with Diamond Towers. Some of the highlights are as follows:

1. Initial term will be five years with the option to extend for nine, five-year periods.
2. A Site Development Fee of \$12,500 shall be paid to the City upon the commencement of construction of the tower.
3. The city will continue to receive 100% of the revenue from the existing tower and 40% of any new recurring revenue generated by the new tower.
4. Diamond Towers V LLC will have access to the land to build a 150-foot structure and house ground equipment on the site.

Recommended Action :

Approve Resolution 2018-XX approving an Option and Ground Lease Agreement with Diamond Towers V LLC for construction of a telecommunications tower at 1290 Belle Terre Pkwy.

RESOLUTION 2018 - ____
OPTION AND GROUND LEASE AGREEMENT
WITH DIAMOND TOWERS V LLC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AN OPTION AND GROUND LEASE AGREEMENT WITH DIAMOND TOWERS V LLC FOR CONSTRUCTION OF A TELECOMMUNICATIONS TOWER AT 1290 BELLE TERRE PARKWAY; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, 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 contracted with Diamond Towers V, LLC to improve wireless services in the City of Palm Coast; and

WHEREAS, Diamond Towers V, LLC desires to construct a monopole style tower facility at the 1290 Belle Terre Parkway which will have the potential to accommodate at least four carriers; and

WHEREAS, Diamond Towers V, LLC has expressed a desire to lease said property; and

WHEREAS, the City of Palm Coast desires to lease said land to Diamond Towers V, LLC for the construction of a wireless communication facility.

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

SECTION 1. APPROVAL OF OPTION AND GROUND LEASE AGREEMENT.

The City Council of the City of Palm Coast hereby approves the terms and conditions of the Option and Ground Lease Agreement with Diamond Towers V, LLC, 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 Option and Ground Lease Agreement as depicted in Exhibit "A".

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

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

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

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

DULY PASSED and approved by the City Council of the City of Palm Coast, Florida, on this 5th day of June 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachments: Exhibit A-Option and Ground Lease Agr. 1290 Belle Terre Parkway

Approved as to form and legality

William E. Reischmann, Jr., Esquire
City Attorney

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT (“Agreement”) is made this _____ day of _____, 201_ (“Option Date”), between the **CITY OF PALM COAST** (“Optionor” or “Lessor” or “City”), at 160 Lake Avenue, Palm Coast, Florida, 32164, and **DIAMOND TOWERS V LLC** (“Optionee” or “Lessee”), a Delaware limited liability company, at 820 Morris Turnpike, Suite 104, Short Hills, NJ 07078. Collectively, the Optionor/Lessor and the Optionee/Lessee shall be referred to as the “Parties.”

1. **Grant of Option.** For good and valuable consideration and mutual promises, Optionor grants unto Optionee and its assigns, an exclusive and irrevocable option to lease (“Option”) a certain parcel of real property, at the City of Palm Coast Tennis Center located at approximately 1290 Belle Terre Pkwy, Palm Coast, FL 32164 (“Site”) as more particularly described in Exhibit “A,” attached and incorporated by reference.
2. **Option Initial Term.** The initial term of the Option is for six (6) months from the Option Date (“Option Initial Term”).
3. **Consideration for Option.** Consideration for the Option Initial Term is One Thousand and 00/100 Dollars (\$1,000.00) plus applicable taxes (“Option Consideration”) to be paid by the Optionee to the Optionor within fourteen (14) days of execution of this Agreement.
4. **Extension of Option.** This Option will be automatically extended by Optionee for each of two (2) additional six (6) month periods (“Option Renewal Term(s)”) unless Optionee notifies Optionor of its intent not to extend the Option. Additional consideration of One Thousand and 00/100 Dollars (\$1,000.00) is due within fourteen (14) days of the commencement of any Option Renewal Term.
5. **Exercise of Option.** Optionee may, at its sole discretion, exercise its option and commence the Lease, as hereinafter defined, by delivery of written notice to Optionor at any time during the Option Initial Term or any Option Renewal Term (the “Commencement Date”). The exercise of the Option may not be later than eighteen (18) months following the date of execution of this Agreement. Optionee must notify Optionor in writing, pursuant to Section 19 of the Lease below, of the recordation of the Memorandum of Lease (“MOL”). Upon Optionor’s receipt of Optionee’s notice of exercise of option and recording of the MOL, the terms of the Ground Lease (“Lease”), beginning on page 3 below, will govern the relationship of the Parties.
6. **Optionor’s Representations and Warranties.** As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee’s successors and assigns that:
 - (a) Optionor has good and marketable title to the Site, free and clear of all liens and encumbrances;
 - (b) Optionor has the authority to enter into and be bound by the terms of this Option;
 - (c) Optionor is not aware of any pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or

causes of action against Optionor which may otherwise affect Optionor's rights to the Site; and

(d) The Site is not subject to an option, lease, or other contract which may adversely affect Optionor's ability to fulfill its obligations under this Option, and Optionor covenants it will not enter into any contract which will affect the Site until this Option expires or is terminated by Optionee.

These representations and warranties will survive the exercise of the Option and the Term of the Lease.

7. **Inspections and Investigations.** Optionor grants to Optionee, its officers, agents, employees, and independent contractors, the right and privilege to enter upon the Site at any reasonable time after the Option Date and after obtaining written approval from Optionor (not to be unreasonably withheld, conditioned, or delayed), to perform site inspections, which may include test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Site. Optionor will provide Optionee with keys and access codes to the Site, if needed, for ingress and egress. The right to access the Site is for the limited purpose of evaluating the feasibility of the Site. Optionee is not an owner or operator of the land and will have no ownership or control of any portion of the Site prior to the execution of this Option. Optionee may not unreasonably interfere with Optionor's use of the Site in conducting these activities. Optionee has the right, at its cost and expense, and with written approval from Optionor (not to be unreasonably withheld, conditioned, or delayed), to have the Site surveyed and to obtain, from a title company of its choice, a title report of commitment for a leasehold and title policy covering the Site. Optionor will remove any survey or title defects that may adversely affect Optionee's leasehold title or its ability to mortgage the leasehold interest. In the event Optionor fails to cure any such defects, Optionee's sole remedy will be to declare this Option to be void and of no further effect, in which case there will be no further liability by Optionee to Optionor. Optionee will indemnify Optionor against all liability, damage, claim, cost and expense resulting from Optionee's exercise of this right of entry. Optionee agrees to restore the Site to substantially the same condition it was in prior to investigating.

8. **Further Acts.** Optionor will cooperate with Optionee in executing or filing of any documents necessary to protect Optionee's rights under this Option, to allow Optionee's use of the Site, and to affect the intent of this Option.

9. **Successors and Assigns.** This Option is binding upon and inures to the benefit of the Parties, their respective heirs, successors, personal representatives and assigns.

10. **Third-Party Beneficiaries.** This Option benefits Optionor and Optionee only. It is not intended for the benefit of any other party.

11. **Assignability.** This Option shall not be assigned by any party except as follows: 1) Optionee may assign this Option or any portion thereof to an affiliate or subsidiary of Optionee in which subsidiary or affiliate of Optionee or Optionee's direct or indirect parent retains at least a fifty percent (50%) ownership, and shall provide prior written notice of such assignment to Optionor, 2) to a party who acquires a majority of the assets of Optionee, or 3) Optionee may grant a security interest in this Option and the Tower Facilities, and may assign this Option and the Tower Facilities to any such holders of security interests, including their successors and assigns

(hereinafter, collectively referred to as "Secured Parties"). In such event, Optionor shall execute such consent as may reasonably be required by Secured Parties. Optionee shall have the right, without Optionor's consent, to sublease or assign its rights under this Option and to permit any of its sublessees to in turn sublicense or sublease its interests, but any such sublease or assignment shall be subject to all terms and conditions of this Option. Upon assignment of all of its rights pursuant to this Option, and the execution of a written assumption of all of the terms and conditions of the Option by the assignee, Optionee shall be released from any further liability under this Option. Optionee shall have the right, without Optionor's consent, to sublease its rights under leases of Tower Facilities if allowed in the lease, but any such sublease shall be subject to all terms and conditions of this Option and the lease.

12. **Waiver of Claim.** Except as specifically provided in this Agreement, in no event will Optionor or Optionee be liable to the other for, and Optionee and Optionor each hereby waive the right to recover, incidental, consequential (including, but not limited to, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

13. Section 33, **Miscellaneous**, of the Lease, applies to this Option Agreement.

14. **Applicability of the Lease.** The terms of the Lease, beginning on Page 3, will be effective upon Optionee's exercise of this Option.

GROUND LEASE

1. **Leased Premises.** Lessor will lease the property and grant a non-exclusive easement for ingress, egress and utilities for the duration of the Lease.

(a) The lease area is depicted in and attached hereto as Exhibit "A" (the "Leased Premises").

(b) The Leased Premises will be utilized to construct, support and operate a wireless communications facility. The facility will include a communication tower, antennas, cables, and related structures and improvements. The Tower Facilities (defined below) will be in the locations shown in Exhibit "B". Lessee's utilization of the Leased Space must be consistent with Sections 5 and 8 of this Lease; and for only those other purposes which are ancillary and appurtenant to Tower Facilities, with Lessor's prior-written consent, which will not be unreasonably withheld, conditioned or delayed.

(c) Lessor owns an existing flagpole tower on the Leased Premises. ("Existing Tower"). Lessor and Lessee agree and acknowledge that on the Commencement Date of the Lease, Lessor shall assign its existing Verizon and T-Mobile leases ("Existing Tenant Leases") on Lessor's Existing Tower to Lessee using the form of assignment agreement attached hereto as Exhibit "C." Once assigned, Lessor will not have any responsibility under those Existing Tenant Leases.

2. **Initial Term.** The initial term of this Lease is five (5) years commencing on the Commencement Date, and terminating on the fifth (5th) anniversary of the Commencement Date ("Initial Term"). The Parties agree that a MOL, as defined above, a template of which is attached

as Exhibit "D," will be executed and recorded in the public records, setting forth the Lease Commencement Date and other matters. The Parties agree that Lessee will record the MOL in the public records. Lessee will notify Lessor in writing of the recordation of the MOL and Exercise of Option as noted in Section 19.

3. **Renewal Terms.** This Lease may be renewed for nine (9) additional five (5) year terms, ("Renewal Terms"). Each Renewal Term will be on the same terms and conditions as noted in this Lease. The Lease will automatically renew for each successive Renewal Terms unless Lessee notifies Lessor, one hundred twenty (120) days prior to the expiration of the Initial Term or the Renewal Term then in effect, of its intention not to renew the Lease. The Initial Term and any and all Renewal Terms shall hereinafter collectively be referred to as the "Term."

4. **Rent.** Commencing on the first (1st) day of the calendar month following the Commencement Date, Lessee will pay to Lessor the rent ("Rent") provided in the Rent Schedule attached as Exhibit "E," which will include applicable State, County and local sales, rent or use tax.

(a) Rent must be paid by the tenth (10th) day of each calendar month, and must be remitted to the address shown for Lessor in the Lease, or such other address as Lessor may direct by written notice to Lessee.

(b) If the Commencement Date, or the date of termination (the "Termination Date"), of this Lease is other than the first (1st) day of the month, rent will be prorated. If termination of this Lease occurs for any reason, other than for nonpayment of Rent, all Rent paid before the Termination Date for a period after the Termination Date, will be refunded to Lessee.

(c) Lessee shall pay Lessor a one-time payment of Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00) upon the commencement of construction of the Tower, as defined herein ("Site Development Fee").

5. **Use.**

(a) The Leased Premises may be used by Lessee for the transmission and receipt of wireless communication signals in all lawfully authorized frequencies using a Tower that is built to accommodate a minimum of four (4) broadband wireless cellular carriers.

(b) At its sole cost and expense, Lessee will construct and maintain a monopole telecommunications tower (the "Tower") consistent with Federal, State and local laws, and ordinances, including all building and safety codes, and the Wireless Master Plan, structural tower base(s), communications equipment, one or more buildings or equipment cabinets, radio transmitting and receiving antennas, personal property and related improvements and facilities as shown in the site plan, and the partially engineered construction drawings and photo simulations attached as Exhibit "B" (the "Tower Facilities"). The Tower shall be structurally designed and constructed to accommodate the collocation of at least two (2) new wireless carriers and the two (2) Existing Tenants from Lessor's "Existing Tower. Once all equipment belonging to the Existing Tenants are relocated from the Existing Tower to the Tower, Lessee shall remove the Existing Tower

at Lessee's sole cost and expense, including all subsurface material and the foundation to a depth of 18" below grade. Lessee's Tower Facilities will be subject to applicable permitting, laws, regulations and ordinances. The City will not issue a demolition permit for the Existing Tower until Lessee has obtained a Certificate of Completion (or the equivalent) for the new Tower Facilities.

(c) Lessee agrees that the Tower will comply with Federal Aviation Administration ("FAA") rules and regulations regarding lighting of the Tower.

(d) Lessee may construct additional improvements, demolish and reconstruct existing improvements, or restore, replace and reconfigure new or existing improvements during the term of this Lease on the Leased Premises provided it complies with this Lease, is consistent with the use allowed under this Lease, is located exclusively on the Leased Premises, and consistent with all applicable regulations, including building and safety codes.

(e) Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, licenses and permits required for Lessee's use of the Leased Premises and will provide those to Lessor (the "Governmental Approval").

6. **Lessor's Representation and Warranties.** Lessor represents and warrants that:

(a) To the best of its knowledge, Lessee's intended use as further detailed in Section 5 above, is not prohibited by covenants, restrictions, reciprocal easements, servitudes, subdivision rules or regulations;

(b) Lessor will not use, nor permit its lessees, licensees, invitees or agents to use, any portion of adjacent real property owned by Lessor which interferes with the wireless communications operation of Lessee;

(c) To the best of its knowledge, no Hazardous Materials, as defined below, have been generated, stored, disposed of or are present on or under the Leased Premises and the Easement(s) prior to the Commencement Date of this Lease;

(d) Lessor has the full right, power, and authority to execute this Lease;

(e) Lessor has good and marketable fee simple title to the Leased Premises and the Easement(s); and

(f) The Leased Premises constitutes a legal lot that may be leased without the need for any subdivision or platting approval.

7. **Lessee's Representations and Warranties.** Lessee represents and warrants that:

(a) Lessee will not operate, or allow its tenants to operate any frequencies that would interfere with any governmental or FAA frequencies or equipment, or emergency services frequencies or equipment;

- (b) All licensed contractors and subcontractors used by Lessee are authorized to work in the City of Palm Coast, Florida;
- (c) Lessee will keep current all licenses, permits, or certificates required for the operation and maintenance of the Leased Premises; and
- (d) Lessee is duly authorized to conduct business within the state of Florida.
- (e) Lessee shall keep the Tower and the Site free and clear of all mechanic's and materialmen's liens arising from or relating to the installation, repair, maintenance, or removal of the Lessee's Tower Facilities on or from the Tower or the Site and Lessee's structural enhancement of the Tower, if any, and for a one hundred twenty (120) day period after completion of the installation, repair, maintenance, or removal of the Lessee's Tower Facilities on or from the Tower or the Site or any structural enhancements to the Tower. If an installation, repair, maintenance, or removal of the Lessee's Tower Facilities on or from the Tower or the Site or structural enhancement of the Tower, Lessee shall cause any such lien to be bonded or discharged of record within sixty (60) days of being notified of the lien. If Lessee fails to bond or discharge the lien within such sixty (60) day period, Lessor, in addition to any other rights or remedies available at law or equity, shall have the right to discharge the lien by paying the amount claimed to be due or to bond the lien. Any amount paid by Lessor in discharging or bonding any lien together with all reasonable costs and expenses, including, without limitation, reasonable attorney's fees and costs, shall be immediately due and payable to Lessor upon demand from Lessor, and Lessee agrees to indemnify and hold harmless Lessor from all such amounts.
- (f) Lessee shall use commercially reasonable efforts to minimize interruptions and interference with Lessor's use of Lessor's adjacent property on the Site and with the Lessor's wireless facilities.
- (g) Lessee agrees not to bring or store hazardous material on the Leased Premises. The term "Hazardous Material" as used in this Lease shall include, without limitation, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCB's), and chemicals known to cause cancer or reproductive toxicity. Notwithstanding the foregoing, Lessee and/or Lessee's Tenants may install, operate and maintain, in accordance with applicable law, backup power generator(s) and ancillary above ground storage tanks for use during emergency situations.

8. **Improvements, Utilities, Access, Maintenance.**

- (a) Lessee may, at Lessee's expense, erect and maintain on the Leased Premises the Tower Facilities and other structures as further detailed in Section 5 above. The Tower Facilities are the exclusive property of the Lessee. Upon the completion of the construction of the Leased Premises, Tower and ancillary facilities on the Site, Lessee shall own and control all of the improvements, whether existing or new, on the Leased Premises located at the Site, as further described and depicted on Exhibit "A."

(b) Lessor grants Lessee a temporary construction easement in other real property owned by Lessor, as shown in the attached as Exhibit "F".

(c) Lessee may install utilities and improve present utilities on the Leased Premises (including but not limited to the installation of emergency power generators), at Lessee's expense. Lessee has the right to permanently place utilities on the Easement(s) as depicted on Exhibit "G", attached hereto and made a part hereof, to service the Leased Premises and Tower Facilities, except that emergency power generators may not be placed on the Easement(s) (but may be placed in the Lease Premises). If utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Easement(s), Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities (other than emergency power generators) on other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s), provided that such alternative locations are reasonably available, and acceptable to Lessor. In which case, Lessor will, upon Lessee's request, execute a separate written easement to be recorded by Lessee evidencing this right.

(i) Lessee must pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee may draw electricity and other utilities from the existing utilities on the Site through a separate meter or obtain separate utility service from any utility company that will provide service to the Site (including a standby power generator for Lessee's exclusive use). Lessor agrees to sign such documents or easements as required by the utility company to provide service to the Leased Premises.

(d) Lessee will, during this Lease, enjoy ingress, egress, and access from the Leased Premises to an open and improved public road which presently exists and under the easement attached as Exhibit "G" to this Agreement. If the public road ceases to exist, Lessor will grant, if reasonably available, an easement to Lessee in a form acceptable to the Parties, so Lessee and/or Lessee's sublessees and assigns may, at their own expense, construct a suitable private access drive to the Leased Premises. To the degree such access is only practical across other property owned by Lessor, Lessor will execute a non-exclusive easement in a form to be approved by the Parties evidencing this right. Lessor will not engage in activities on the Easement(s) that will interfere with Lessee, its licensees, invitees, sublessees, or agents' utilization of the Easement (s), and Lessee will not interfere with Lessor's use of the Easement(s). Such access will be provided twenty-four (24) hours per day, seven (7) days per week, except during City emergencies.

(e) After site plan approval, Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions to the Tower Facilities, and to trim, cut, and keep trimmed all tree limbs which may interfere with or fall upon Lessee's Tower Facilities and Easement(s) rights, with prior written notice to Lessor, and subject to Lessee obtaining all required permits.

(f) Lessee must maintain, at its own expense and in a manner consistent with good business practice, the Leased Premises in good overall appearance, repair and safe condition.

- (i) Lessee must repair all damages to the Leased Premises or Easement(s) caused by Lessee's employees, or agents. The quality of the repairs, replacements, and maintenance must be equivalent to the original in material and workmanship.
- (ii) All paint color and exterior signage, except for any paint color or signage required by applicable laws, regulations or permit conditions, must be submitted to and approved in writing by Lessor prior to application.
- (iii) Lessee must maintain the Tower and Tower Facilities in good working order and appearance and must maintain the structural integrity of the Tower, in accordance with all industry standards, and building and safety codes.
- (iv) In accordance with industry standards, Lessee shall perform all Electronic Industries Alliance/Telecommunications Industry Association inspections ("EIA/TIA Inspection") on the Tower Facilities. Lessee will provide copies of same reports to Lessor upon request. If Lessor determines (in Lessor's reasonable judgement) that there are safety or maintenance concerns on the Tower, at Lessor's full cost and expenses (and at no expense to Lessee and upon written notice by Lessor, Lessee shall perform an EIA/TIA Inspection of the Tower. In the event that such inspection shall detect a safety or maintenance deficiency on the Tower the Lessee shall (using commercially reasonable efforts) have thirty (30) days to cure all such deficiencies or the Lessor shall have the right to cure same. Any expenses (except the cost of an EIA/TIA Inspection) incurred by the Lessor in remedying such deficiencies on the Tower required to be performed by the Lessee may be recovered by Lessor.
- (v) Lessee must, at its own expense, keep the Leased Premises mowed and groomed and not allow the accumulation of trash or debris. The landscaping must be maintained in a manner consistent with the Lessee's site plan, City Codes, and good horticultural practices, and free of unsightly conditions.
- (vi) Interruptions. Lessor and Lessee agree that (subject to Lessor's negligence, gross negligence, or willful misconduct), Lessor shall have no responsibility or liability whatsoever for interruptions, disruptions, or failures in the Lessee's Tower Facilities or the operation of the Lessee's Tower Facilities including, without limitation, equipment failures, utility failures, structural failures, or otherwise. Lessor shall not give any unauthorized access to third parties to Lessee's Equipment; Lessor shall not be responsible to Lessee for any unauthorized access by third parties. In all maintenance, repair, or replacement work performed by the Parties on equipment located on the Tower or Leased Premises, both Parties shall take all reasonable steps to not interrupt or interfere with the operations of the other Party on the Site without the other Party's written agreement.

9. **Termination.** Except as otherwise provided, this Lease may be terminated with no penalty or further liability upon written notice as follows:

- (a) Upon thirty (30) days written notice by Lessee to Lessor, if Lessee cannot obtain

or maintain, despite commercially reasonable efforts, any license, permit or other Governmental Approval for the construction and operation of the Tower Facilities or Lessee's business;

(b) By Lessee, for any reason, upon one (1) year's advance written notice;

(c) By either Party upon default of any covenant or term, which default is not cured within forty-five (45) days of receipt of written notice of default (without however, limiting any other rights available to the Parties under any other provisions). However, if the defaulting party commences efforts to cure the default within such period and diligently pursues curing of the default to completion within a reasonable time period, the non-defaulting Party may not declare a default;

(d) So long as Lessee is not diligently pursuing a cure of the below defaults (within a reasonable time period), Lessor may terminate this Lease, upon 30 days written notice to Lessee, if:

(i) Lessee defaults in the payment of Rent, other charges or expenses, or any installment which has not been paid within thirty (30) days after Lessor's written notice to Lessee that payment is due;

(ii) Lessee files a voluntary petition in bankruptcy; or proceedings in bankruptcy are instituted against Lessee and Lessee is adjudicated bankrupt under such proceedings;

(iii) A receiver or trustee is appointed over the property of Lessee; or

(iv) A levy is issued or entered against leasehold interests of Lessee. or

(e) Three years from the date that Lessee's last sublessee vacates (terminates the sublease and removes all equipment from Tower Facilities) or three years from the date of Lessee's most recent rent payment to Lessor, whichever is later, if Lessor desires to terminate this agreement, Lessor shall provide Lessee with one hundred and twenty (120) days ("Notice Period") prior written notice ("Notice"). If during the Notice Period a new sublessee signs a sublease, or Lessee is actively engaged in acquiring a new sublessee, Lessor's Notice shall be invalidated and this Agreement shall continue in full force and effect.

10. **Surrender.**

(a) Upon termination or expiration of this Lease, Lessee will:

(i) Within one hundred twenty (120) days, remove the Tower Facilities, including the subsurface level and the foundation, and all other personal property and improvements which Lessee has installed on the Leased Premises and Easement(s) (except for portions of foundations greater than eighteen inches (18") below ground level);

- (ii) Peaceably and quietly deliver possession of the Leased Premises to Lessor; and
 - (iii) Repair, at its sole cost, damage to the Leased Premises or adjacent land owned by Lessor due to Lessee's removal of its equipment or personal property to Lessor's reasonable satisfaction.
- (b) Upon a termination by Lessor pursuant to Section 9(d), Lessor will have the right at its option and with thirty (30) days prior written notice to Lessee of the termination to:
- (i) Remove Lessee and anyone claiming rights to the Leased Premises by summary proceedings or by any other lawful manner;
 - (ii) Repossess and enjoy the Leased Premises; and
 - (iii) Recover immediately from Lessee:
 - 1. Unpaid rent;
 - 2. Rent for the remainder of the then current Lease term, reduced to present value; and
 - 3. Any other damages caused by or resulting from the termination of the Lease.

NOTE: The rights of Lessor are cumulative. The exercise of rights under this Section will not exclude other rights and remedies authorized by law. No waiver by Lessor will operate as a waiver of any future default. Lessee expressly waives any right of redemption under any laws if Lessee is evicted or dispossessed for any cause.

11. **Removal Bond.** Lessee will provide Lessor with a copy of a construction or removal bond procured by Lessee in the amount of Thirty Thousand and 00/100 Dollars (\$30,000.00), naming Lessor as obligee thereunder, which bond may be used by Lessor toward the reasonable cost of removing and storing any Tower Facilities not removed by Lessee upon the expiration or termination of this Agreement and restoring the Lease Premises. Lessee will be obligated to timely pay required bond premiums in order to ensure that the bond remains in full force and effect during the Term and any Renewal Term of this Agreement, until such time as Lessee's obligations to remove the Tower Facilities and make any repairs to the extent required under this Agreement are satisfied.

12. **Sublessee's Improvements.** Lessee's sublessee(s) may modify and erect additional improvements on the Leased Premises, including antennas, dishes, cabling, additional storage buildings or equipment shelters as are reasonably required for the operation and maintenance of the communications equipment. The Lessee's sublessee(s) have rights of ingress and egress to the Leased Premises and to install utilities to and on the Leased Premises and Easement(s) as if they were the Lessee under this Lease, pursuant to the terms of this Lease and the easements attached as exhibits. Said sublessee(s) are subject to all terms and conditions of this Lease and its exhibits, and must be credit worthy and fully licensed. All sublessees must sign the agreement attached as Exhibit "E," agreeing to be bound by the terms of the Lease.

13. **Permits.** Lessee must acquire and keep current all licenses, permits, and certificates (City, County, State and Federal) required for the conduct of its activities at the Leased Premises. Lessee agrees not to allow any of the licenses, permits, or certificates to become delinquent.

14. **Compliance with Laws.** Lessee must, at its own expense, and at no expense to Lessor, materially comply with all laws, regulations, rules, ordinances, and requirements (enacted or may be enacted during this Lease) of the City, County, State and Federal authorities and agencies, which affect this Lease, the land granted by this Lease, and any improvements or operations on the Leased Premises. These include all lawful rules and regulations relating to Stormwater Pollution, Spill Prevention Control, and Countermeasure Program, and building and safety codes which may be promulgated by Lessor. Nothing in this Lease may be deemed to create an affirmative duty of Lessor to abrogate its sovereign right to exercise its police powers which includes the power to act under its zoning and land use codes.

15. **Destruction of Premises.** If the Leased Premises or the Tower Facilities are destroyed or damaged, to the extent that they hinder the effective use of the Tower Facilities in Lessee's judgment, based on reasonable standards used by similar types of businesses, Lessee may elect to terminate this Lease in full as of the date of the damage or destruction by notifying the Lessor in writing. All rights and obligations of Lessee to Lessor and vice versa will cease as of the date of the damage or destruction, except for Lessee's obligation to remove Lessee's improvements; pay any Rent due up to that date; and any other provisions of this Lease that may survive the termination of this Lease. Lessee will be entitled to the reimbursement of any Rent prepaid by Lessee.

16. **Condemnation.** If a condemning authority takes all of the Leased Premises or Easement(s), or a portion sufficient to render the Leased Premises or Easement(s), in the opinion of the Lessee, using reasonably acceptable standards for the profession, unsuitable for uses consistent with Section 5, this Lease will terminate as of the date the title vests in the condemning authority. Lessee may file its own claims against the condemning authority for the value of its Tower Facilities, moving expenses, prepaid rent and business dislocation expenses. A sale of all or part of the Leased Premises or Easement(s) to a purchaser with the power of eminent domain, in the face of the exercise of eminent domain power, will be treated as a taking by condemnation.

17. **Insurance.** Lessee must purchase and maintain in full force and effect throughout the term of this Lease insurance pursuant to Exhibit "H" attached hereto.

18. **Lessee's Environmental Covenants and Indemnity.** As used in this Lease, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is, or becomes designated as such, including those designated as a hazardous substance under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act and the Clean Water Act.

(a) During the term of this Lease, Lessee must ensure the presence, use, ~~storage~~ and disposal of any Hazardous Material, on or under the Leased Premises by Lessee, its agents, employees, business invitees, contractors or sublessees, comply with all laws, rules, regulations and orders. Lessee may not install or permit the installation of any underground storage tanks on the Leased Premises.

(b) Lessee, its grantees, successors, and assigns will indemnify, defend, reimburse and hold harmless Lessor from and against environmental damages caused by the presence of Hazardous Materials on the Leased Premises in violation of any applicable environmental laws and arising as the result of Lessee's activities after the execution of this Agreement. The warranty and indemnity of Lessor described in this Section will survive the termination of this Lease.

19. **Notices.** All notices required or permitted under this Lease must be in writing and are deemed effective upon personal delivery to a Party's employee, or upon certified U.S. Mail with return receipt signed by a Party's employee, or via overnight delivery upon signature receipt of a Party's employee. Such notices must be addressed to the Party at the addresses shown below, or at such other address or addresses as either Party designates to the other in writing under this Section:

As to Lessor: City of Palm Coast
Attn: IT Department and City Manager
160 Lake Avenue
Palm Coast, Florida 32164
(386) 986-3735
(386) 986-4775 fax

As to Lessee: Diamond Towers V LLC
Attn: Lease Administration
820 Morris Turnpike, Suite 104
Short Hills, NJ 07078

20. **Warranties, Covenants, and Guarantees.** Lessor makes no warranty, guarantee, or covenant of any nature, including covenants of quiet enjoyment, title or averment, or any warranty or representation concerning the condition of the Leased Premises. Lessor will not be responsible for any loss, damage, or costs which may be incurred by Lessee by any such condition. Lessee must take the Site and Leased Premises in as-is condition. Lessor will provide a bill of sale to the Lessee for the Existing Tower.

21. (RESERVED)

22. **Assignments and Subleases.** This Agreement shall not be assigned by any party except :
1) Lessee may assign this Agreement or any portion thereof to an affiliate or subsidiary of Lessee in which subsidiary or affiliate Lessee or Lessee's direct or indirect parent retains at least a fifty percent (50%) ownership, and shall provide prior written notice of such assignment to Lessor, 2) to a party who acquires a majority of the assets of Lessee, or 3) Lessee may grant a security interest in this Agreement and the Tower Facilities, and may assign this Agreement and the Tower Facilities to any such holders of security interests, including their successors and assigns (hereinafter, collectively referred to as "Secured Parties"). In such event, Lessor shall execute such consent as may reasonably be required by Secured Parties. Lessee shall have the right, without Lessor's consent, to sublease its rights under this Agreement and to permit any of its sublessees to in turn sublicense or sublease its interests, but any such sublease or assignment shall

be subject to all terms and conditions of this Agreement. Upon assignment of all of its rights pursuant to this Agreement, and the execution of a written assumption of all of the terms and conditions of the Agreement by the assignee Lessee shall be released from any further liability under this Agreement. Lessee shall have the right, without Lessor's consent, to sublease its rights under leases of Tower Facilities if allowed in the lease, but any such sublease shall be subject to all terms and conditions of this Agreement and the lease.

23. **Successors and Assigns.** This Lease runs with the Leased Premises described on Exhibit "A" and is binding upon and inure to the benefit of the Parties, their respective heirs, successors, personal representatives, and assigns.

24. **Waiver of Incidental and Consequential Damages.** Except as specifically provided in this Agreement, in no event will Lessor or Lessee be liable to the other for, and Lessee and Lessor each hereby waive the right to recover incidental, consequential (including, but not limited to, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

25. **Certifications.** Either Party may request, in writing, that the other Party certify information to a prospective mortgagee or purchaser. Such certification:

- (a) Must be transmitted within ten (10) days after receipt of a written request;
- (b) May be relied upon by the Party requesting it;
- (c) Is binding on the Party executing it; and
- (d) May include:
 - (i) the validity, force and effect of this Lease;
 - (ii) the extent to which this Lease has been supplemented or amended;
 - (iii) the existence of any default;
 - (iv) the existence of any offsets, counter-claims or defenses by the other Party;
 - (v) the commencement and expiration dates of the term;
 - (vi) any prepaid rent; and
 - (vii) any other matter as may reasonably be requested.

26. **Site Requirements.** Lessee agrees that:

- (a) It will conduct its operation on the Leased Premises in strict compliance with this Lease and with the rules and regulations of the City of Palm Coast and all other governmental agencies.

(b) It will transact its business in such a manner as to develop and maintain the good will and active interest of those enjoying the use of the Site and who have or may have occasion to use its facilities or to come into relations with the Site.

(c) It will not use nor permit the use of the Leased Premises for any unlawful or immoral purpose.

(d) It will not permit a nuisance to be created on the Leased Premises.

(e) It will prevent any use of the Leased Premises that would interfere with or adversely affect the operation or maintenance of the Site, or otherwise constitute a hazard.

(f) It will design the Structures so as not to interfere with City's Emergency Services, and so that the City's Emergency Services, including fire, police, rescue, emergency management, 911 and related personnel, will have space on the Tower and within the Leased Space, to support and facilitate, at a minimum:

(i) Up to three (3) DB-810 or equivalent antennas;

(ii) Up to three (3) one and five eighths inch (1-5/8") transmission lines for an 800 MHz radio repeater system, a P-25 system standard or any other emergency services equipment the Lessor may deem necessary for public safety; and

(iii) The City of Palm Coast's installation of equipment relating to tourism/marketing such as cameras or other observational or data gathering equipment. The exact height on the tower and location within the Leased Space will be determined at a later date. The Parties agree to enter into an Antenna Sublease Agreement prior to the Lessee installing any equipment on the Structures.

(iv) NOTE: The space allocated to the City for the installation of their equipment is subject to the following conditions:

1. The City's emergency services equipment may not exceed three (3) DB-810 or equivalent antennas and three (3) one and five eighths inch (1-5/8") transmission lines.
2. The space must be greater than one hundred (100) feet AGL and the antennas cannot be more than fifteen (15) vertical feet.
3. The ground space required for such equipment must be in a location that does not impede existing and reasonably anticipated future additional sublessees. Lessee will find a location to accommodate the equipment.
4. There is no monthly rent.
5. The cost of installing the equipment is at the sole cost of the Lessor.

(g) It will design the Structures to allow for other City wireless communication antennas and related equipment on the Tower and within the Leased Space, to support and facilitate, at a minimum:

(i) Vertically Polarized, Omni-Directional / 10 dBd or equivalent antennas;

(ii) Seven eights inch (7/8") foam dielectric LDF Series – 50-ohm Coaxial Cable for a 900 MHz PCS/MAS telemetry system or any other equipment the Lessor may deem necessary for its communications infrastructure; and

(iii) The exact height on the tower and location within the Leased Space will be determined at a later date. The Parties agree to enter into an Antenna Sublease Agreement prior to the Lessee installing any equipment on the Structures.

(iv) There is no monthly rent.

(v) The cost of installing the equipment is at the sole cost of the Lessor.

27. **Right of Lessor to Inspect Leased Premises.** Lessor or its representative may, upon twenty-four (24) hours' notice to, and accompanied by a representative of Lessee, enter the Leased Premises to examine it and for any other lawful purpose, although no notice is required in the event of a City emergency.

28. **Taxes.**

(a) If ad valorem taxes are assessed following any adjustment or reversal to the Sales and Use Tax Section 212.031 Florida Statutes whereby Lessee, as a renter of real property on which the following are placed: towers, antennas, cables, accessory structures, or equipment used in the provision of mobile communications services; is exempt from sales and use taxes, Lessee must pay the portion of taxes directly attributable to the Leased Premises.

(i) Lessor will provide to Lessee a copy of any notice, assessment, billing, pro-rata allocation calculation, if necessary, and any other documentation reasonably requested by Lessee to allow Lessee to evaluate the payment relating to ad valorem taxes for which Lessee is responsible under this Agreement within thirty (30) days of receipt of the same by Lessor.

(ii) Lessee will have no obligation to pay any ad valorem taxes until Lessee has received the notice, assessment or billing relating to such payment.

(iii) Lessee has the right, at its option and cost, to appeal, challenge or seek modification of any ad valorem tax assessment or billing for which Lessee is wholly or partly responsible for payment.

(iv) Lessor will reasonably cooperate with Lessee in filing, prosecuting and perfecting any appeal or challenge to ad valorem taxes including executing any consent to appeal or other similar document.

(b) Lessee must pay all personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities. Lessee must pay any increase in real property taxes levied against the Leased Premises directly attributable to Lessee's use of the Leased Premises. Lessor agrees to furnish proof and calculation, if necessary, of such increase to Lessee. Should Lessee fail to pay, when due, any personal property taxes affecting the Leased Premises or the Easement(s), Lessor may, but is not obligated to, pay the taxes and increase future installments of rent by the amount of taxes paid by Lessor on Lessee's behalf.

(c) NOTE: Lessor is a Florida Municipality and therefore, is a tax-exempt entity.

29. **Other Rights Reserved by Lessor.** Besides all other rights reserved by Lessor in the Leased Premises, Lessor expressly reserves the right of ingress and egress for Lessor and its designees over the Easement(s) and the Site, but specifically excluding the exclusive Leased Premises (except in the event of emergencies or with prior written consent of Lessee).

30. **Lien for Lessee Improvements.** Under Section 713.10, Florida Statutes, no interest of the Lessor will be subject to liens for improvements made by Lessee. Lessee must notify the contractor or subcontractor making improvements to the Leased Premises of this provision. The knowing or willful failure of Lessee to provide such notice to the contractor will render the contract between the Lessee and contractor voidable at the option of the contractor. No party, including materialmen, contractors, and subcontractors, may file a mechanic's or materialmen's lien, for performing labor or furnishing materials for the benefit of Lessee, to the Leased Premises. If a lien is filed, Lessee is obligated to:

(a) Within thirty (30) days of receipt of notice from Lessor of such lien, discharge, bond or otherwise remove the lien. Without obviating its obligation in the preceding sentence, Lessee may contest such lien by instituting appropriate legal proceedings;

(b) Indemnify, defend, and hold harmless Lessor, at Lessee's cost and expense, any action, suit, or proceeding which may be brought to enforce any such lien; and

(c) Pay any damages and attorney's fees incurred by Lessor and satisfactorily discharge any judgment entered.

Lessor will give Lessee notice of any such action, suit, or proceeding and Lessee may assert all defenses, counterclaims, offsets or any other claim of any nature. The terms and provisions of this Section will survive the termination of this Lease.

31. **Responsibility of Lessee/Lessor.**

(a) Lessee is in control or possession only of portions of the Site as noted in Exhibit "A." Lessee does not assume responsibility for the conduct, operation, or condition of portions of the Site not included within the terms of this Lease.

(b) Lessor is not responsible for the actions of Lessee, its employees, agents, contractors, or subcontractors. Lessee will indemnify and hold harmless Lessor against all liabilities, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, appeals and causes of action, including reasonable attorney's fees and costs, arising out of Lessee's negligent or intentional acts or omissions with respect to the Leased Premises (except for injuries, damages or claims which result from the negligence of the Lessor). Lessee must promptly reimburse Lessor for any proration of insurance as required.

32. **Further Acts.** Lessor will cooperate with Lessee in executing any documents to protect Lessee's use of the Leased Premises and Easement(s) and to take such action as may be reasonably required to implement this Lease. Lessor will cooperate with and join in filing any applications on behalf of Lessee with Federal, State and local governmental authorities to enable Lessee to perpetuate the intended use of the Leased Premises.

33. **Miscellaneous.**

(a) The substantially prevailing party in any litigation arising under this Lease will be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) Each Party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease and its exhibits constitutes the entire agreement and understanding of Lessor and Lessee regarding the subject of this Agreement, and supersedes all offers, negotiations and other agreements. There are no other representations or understandings of any kind. Any amendments to the Lease must be in writing and executed by Lessor and Lessee.

(d) If either Lessor or Lessee is represented by a broker in this transaction, that Party is responsible for any fees due such broker and must hold the other Party harmless from any claims for commission.

(e) This Lease is construed under the laws of the state of Florida. Venue will be in the courts of Flagler County, Florida, and for federal actions, in Orlando, Florida. In the event of any dispute, the parties agree to waive all rights to demand a jury trial.

(f) If any term of this Lease is void or invalid, such invalidity will not affect the remaining terms of this Lease, which will continue in full force and effect.

(g) This Lease may be executed in two or more counterparts, all of which will be one and the same agreement and will become effective when one or more counterparts have been signed by each of the Parties.

(h) Each of the Parties represent and warrant they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.

(i) **Waiver of Compliance.** Any failure of Lessee to comply with any obligation, covenant, agreement or condition herein may be expressly waived by Lessor, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

34. **Indemnification.** Lessee agrees to protect, defend, reimburse, indemnify and hold harmless Lessor, its agents, employees and officers (the “Indemnified Parties”), against all claims, causes of actions, liabilities, expenses, losses, costs, fines and damages, including reasonable attorneys’ fees at trial and on appeal, to the extent allowed by law, arising out of this Lease, and Lessee’s negligent or intentional acts or omissions with respect to the Leased Premises, Site, or Easements, excluding injuries caused by the negligent or willful misconduct of the Indemnified Parties. This Section also applies to claims arising out of contamination caused to the Site after the Commencement Date by the negligent or intentional acts or omissions of Lessee, its agents, or employees, including contamination of the soil or storm water by fuel, gas, chemicals, or other substances deemed by the Environmental Protection Agency to be environmental contaminants. Nothing in this Lease may be construed as a waiver of Lessor’s limitation of liability as noted in Section 768.28(5), Florida Statutes.

35. **Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into the date first written above.

OPTIONOR/LESSOR:

Witness:

Witness:

CITY OF PALM COAST, FLORIDA

By: Draft Only – Not for Signature

Name: _____

Title: _____

Date: _____

OPTIONEE/LESSEE:

Witness:

Witness:

DIAMOND TOWERS V LLC

By: Draft Only – Not for Signature

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

Description of Real Property

SITUATED IN THE COUNTY OF FLAGLER, STATE OF FLORIDA:

PARENT PARCEL:

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER (1/4) OF GOVERNMENT SECTION 6, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF BEGINNING BEING THE INTERSECTION OF THE NORTHEAST CORNER OF THE SUBDIVISION PLAT EASTHAMPTON SECTION 34 SEMINOLE WOODS AT PALM COAST, MAP BOOK 11, PAGES 30 THROUGH 49 AS RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY AND THE EASTERLY RIGHT OF WAY LINE OF BELLE TERRE PARKWAY (124' R/W); THENCE DEPARTING SAID RIGHT OF WAY LINE NORTH 89°15'49" EAST A DISTANCE OF 2457.39 FEET; THENCE SOUTH 00°44'11" EAST A DISTANCE OF 2015.00 FEET; THENCE SOUTH 89°15'49" WEST A DISTANCE OF 2810.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID BELLE TERRE PARKWAY; THENCE NORTH 24°08'08" EAST ALONG EASTERLY RIGHT OF WAY LINE A DISTANCE OF 590.50 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT (CONCAVE NORTHWESTERLY) HAVING A CENTRAL ANGLE OF 24°52'19", A RADIUS OF 1124.00 FEET, AN ARC LENGTH OF 487.92 FEET, A CHORD BEARING OF NORTH 11°41'59" EAST AND A CHORD DISTANCE OF 484.10 FEET; THENCE DEPARTING EASTERLY RIGHT OF WAY LINE NORTH 89°15'49" EAST A DISTANCE OF 876.27 FEET; THENCE NORTH 00°44'11" WEST A DISTANCE OF 596.53 FEET; THENCE SOUTH 89°15'49" WEST A DISTANCE OF 876.27 FEET TO THE SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 00°44'11" WEST ALONG THE EASTERLY RIGHT OF WAY LINE A DISTANCE OF 410.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 104.83 ACRES MORE OR LESS.

LESS AND EXCEPT:

THE FOLLOWING LEGAL DESCRIPTION WAS PREPARED BY CLYDE W. ROESCH, PALM COAST ENGINEERING AND DESIGN SERVICES, INC., DATED AUGUST 23, 1991:

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER (1/4) OF GOVERNMENT SECTION 6, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHEAST BOUNDARY CORNER OF THE SUBDIVISION PLAT EASTHAMPTON SECTION 34 PALM COAST, MAP BOOK 11, PAGES 30 THROUGH 49, THENCE SOUTH 00°44'11" EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF BELLE TERRE PARKWAY (124' R/W) A DISTANCE OF 410.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, THENCE DEPARTING SAID RIGHT OF WAY NORTH 89°15'49" EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF AN EASEMENT TO FLORIDA POWER AND LIGHT CO., A DISTANCE OF 876.27 FEET, THENCE DEPARTING SAID EASEMENT SOUTH 00°44'11" EAST A DISTANCE OF 596.53 FEET, THENCE

SOUTH 89°15'49" WEST A DISTANCE OF 876.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID BELLE TEREE PARKWAY, THENCE NORTH 00°44'11" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 596.53 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 12.0000 ACRES MORE OR LESS.

BEARINGS REFER TO THE TRANSVERSE MERCATOR GRID SYSTEM OF THE EAST ZONE OF FLORIDA.

LESS AND EXCEPT:

THAT PORTION OF THE PROPERTY AS CONVEYED TO FLORIDA LANDMARK COMMUNITIES, INC., BY DEED RECORDED 01/03/2008, AS BOOK 1636, PAGE 897 OF THE FLAGLER COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE FOLLOWING LEGAL DESCRIPTION WAS PREPARED BY TOMOKA ENGINEERING, DAYTONA BEACH, FLORIDA, AUGUST 23, 2004. THE PROPERTY DESCRIBED IS SHOWN ON A SKETCH DRAWING PREPARED BY TOMOKA ENGINEERING, PROJECT NO. T1037FLCI-D, DRAWING REFERENCE NO. 1037-SL2, ORIGINAL ISSUE DATE AUGUST 23, 2004.

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER (1/4) OF GOVERNMENT SECTION 5, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA AS RECORDED IN MAP BOOK 640, PAGES 885-886 AND MAP BOOK 480, PAGE 559 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE INTERSECTION OF THE NORTHEAST CORNER OF THE SUBDIVISION PLAT EASTHAMPTON SECTION 34, SEMINOLE WOODS AT PALM COAST, MAP BOOK 11, PAGES 30-49 AS RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY AND THE EASTERLY RIGHT OF WAY LINE OF BELLE TERRE PARKWAY (124' R/W); THENCE DEPARTING SAID RIGHT OF WAY LINE N89°15'49" E FOR A DISTANCE OF 2457.39 FEET; THENCE S00°44'11" E FOR A DISTANCE OF 253.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE S00°44'11" E FOR A DISTANCE OF 1762.00 FEET TO A POINT; THENCE S89°15'49" W FOR A DISTANCE OF 2810.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID BELLE TERRE PARKWAY; THENCE N24°08'08" E ALONG THE EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 395.80 FEET; THENCE N89°15'49" E FOR A DISTANCE OF 711.58 FEET; THENCE N53°17'23" E FOR A DISTANCE OF 2386.72 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 53.617 ACRES, MORE OR LESS.

TAX I.D. NUMBER: 0612310000000A00014

BEING A PORTION OF THE PROPERTY CONVEYED TO CITY OF PALM COAST, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, GRANTEE, FROM FLAGLER COUNTY, FLORIDA, GRANTOR, BY DEED RECORDED 09/21/2001, AS BOOK 770, PAGE 36 OF THE FLAGLER COUNTY RECORDS.

TOGETHER WITH A 12 ACRE PARCEL

(OFFICIAL RECORD BOOK 770, PAGE 36)

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER (1/4) OF GOVERNMENT SECTION 6, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHEAST BOUNDARY CORNER OF THE SUBDIVISION PLAT EASTHAMPTON-SECTION 34 PALM COAST, MAP BOOK 11, PAGES 30 THROUGH 49, AS THENCE SOUTH 00°44'11" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF BELLE TERRE PARKWAY (124' R/W), A DISTANCE OF 410.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 89°15'49" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF AN EASEMENT TO FLORIDA POWER AND LIGHT CO., A DISTANCE OF 876.27 FEET; THENCE DEPARTING SAID EASEMENT SOUTH 00°44'11" EAST, A DISTANCE OF 596.53 FEET; THENCE SOUTH 89°15'49" WEST, A DISTANCE OF 876.27 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID BELLE TERRE PARKWAY, THENCE NORTH 00°44'11" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 596.53 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 12.0000 ACRES MORE OR LESS.

LESS AND EXCEPT PARCEL

(OFFICIAL RECORD BOOK 1636, PAGE 897)

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER (1/4) OF GOVERNMENT SECTION 6, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA AS RECORDED IN MAP BOOK 640, PAGES 885-886 AND MAP BOOK 480, PAGE 559 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE INTERSECTION OF THE NORTHEAST CORNER OF THE SUBDIVISION PLAT EASTHAMPTON-SECTION 34, SEMINOLE WOODS AT PALM COAST, MAP BOOK 11, PAGES 30 THROUGH 49, AS RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY AND THE EASTERLY RIGHT-OF-WAY LINE OF BELLE TERRE PARKWAY (124' R/W); THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 89°15'49" EAST, A DISTANCE OF 2457.39 FEET; THENCE S 00°44'11" E FOR A DISTANCE OF 253.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE S 00°44'11" E FOR A DISTANCE OF 1762.00 FEET TO A POINT; THENCE S 89°15'49" W FOR A DISTANCE OF 2810.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID BELLE TERRE PARKWAY; THENCE N 24°08'08" E ALONG THE EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 396.80 FEET; THENCE N 89°15'49" E FOR A DISTANCE OF 711.58 FEET; THENCE N 53°17'23" E FOR A DISTANCE OF 2386.72 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 53.617 ACRES, MORE OR LESS.



EXHIBIT "C"

FORM OF PARTIAL ASSIGNMENT AGREEMENT TO SUBLESSEE

AGREEMENT OF SUBLESSEE

Under this Agreement of Assignee/Sublessee, made this ____ day of _____, 20____, _____
("Assignee/Sublessee") acknowledges and agrees as follows:

1. Assignee/Sublessee acknowledges that Diamond Towers V LLC is transferring a portion of its interest in the Leased Premises to Assignee/Sublessee as reflected in Exhibit _____.

2. Assignee/Sublessee acknowledges that Diamond Towers V LLC and the City of Palm Coast, have entered into an Option and Ground Lease Agreement dated as of _____, 20__ ("Agreement"), a copy of which is attached hereto as **Exhibit A**, which governs the Leased Premises and Easement(s). A Memorandum of Lease related to such Agreement is recorded in O.R. Book _____, Page _____, Public Records of Flagler County, Florida. Assignee/Sublessee acknowledges having received a copy of said Agreement and understands all of the terms, provisions, conditions, and limitations of that Agreement.

3. In consideration for receiving the benefits of the transfer of a portion of the Leased Premises and the accompanying Easement(s) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignee/Sublessee agrees to be bound by all of the terms, provisions, conditions, and limitations of that Agreement as the same may apply to the Leased Premises and the accompanying Easement(s) owned by Diamond Towers V LLC or in which Diamond Towers V LLC may have an interest, including the condition that the undersigned Assignee/Sublessee obtained this same agreement from any subsequent Assignee/Sublessee.

4. Diamond Towers V LLC remains fully bound by the terms of the Agreement and all exhibits.

Exhibit Only – Not for Signature

(print name)

Exhibit A to Partial Assignment

Agreement

[To be attached]

DRAFT

EXHIBIT "D"

Site:

MEMORANDUM OF LEASE

This Memorandum of Lease is made on _____, 201_, by and between the CITY OF PALM COAST, as Lessor, at 160 Lake Avenue, Palm Coast, Florida, 32164, and DIAMOND TOWERS V LLC, as Lessee, at 820 Morris Turnpike, Suite 104, Short Hills, NJ 07078.

1. Lessor and Lessee are parties to an Option and Ground Lease Agreement dated _____, 201_ (the "Agreement"); the terms and provisions of which are incorporated by this reference. The premises covered by the Agreement are in the _____, as described in the legal description attached as **Exhibit "A"** ("Leased Premises").
2. Under the Agreement, Lessor has granted to Lessee an easement for ingress, egress and utilities for the duration of the Agreement over those lands more particularly described on **Exhibit "B,"** as attached. The easement rights include the right and authority of Lessee to grant or assign to third parties all or some of the easement rights granted to Lessee, subject to the written consent of Lessor.
3. The Agreement provides for an initial term of five (5) years which commenced on _____. The Lease provides for nine (9) additional five (5) year renewal terms, which will occur automatically, unless Lessee delivers written notice of intent not to renew to Lessor thirty (30) days prior to the expiration of the initial term, or the renewal term then in effect.
4. Under Section 713.10, Florida Statutes, the Agreement provides that the interest of the Lessor is not subject to liens for improvements made by Lessee, and that Lessee must notify any contractor making such improvements of this provision of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Lease as of the date first written above.

LESSOR:

Witness:

Witness:

CITY OF PALM COAST, FLORIDA

By: Exhibit Only – Not for Signature

Name:

Title:

Date:

STATE OF FLORIDA
COUNTY OF _____

I, the undersigned Notary Public for the County and State, do certify that _____,
as _____, appeared before me this day, and acknowledged the due execution of
the foregoing instrument on behalf of the company.

WITNESS my hand and notarial seal, this ____ day of _____ 201_.

Notary Public: _____

Print Name: _____

{affix notary stamp/seal}

My Commission Expires: _____

LESSEE:

Witness:

DIAMOND TOWERS V LLC

By: Exhibit Only – Not for Signature

Witness:

Name:

Title:

Date:

STATE OF NEW JERSEY

)

) ss:

COUNTY OF ESSEX

)

On the ____ day of _____ in the year 201__, before me, the undersigned, a notary public in and for said state, personally appeared Michael G. Brett personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public:

My Commission Expires: _____

EXHIBIT “E”

Rent Schedule

Notwithstanding anything to the contrary contained within Section 2 of the Wireless Facilities Contract by and between Lessee, successor in interest to Diamond Towers IV LLC, and Lessor dated May 12, 2017 (“Wireless Contract”), which is attached hereto as Exhibit “G” and made a part hereof, commencing on the Commencement Date and upon the assignment of the Existing Tenant Leases to Lessee, Lessee shall pay to Lessor one hundred percent (100%) of the then current rent owed by the Existing Tenants, pursuant to the Existing Tenant Leases in the amount of \$_____ along with escalation of _____ per year (“Base Rent”). Thereafter, Lessee shall pay the Base Rent on a monthly basis in accordance with this Agreement, provided the Existing Tenants continue to be installed on the Leased Premises. Any increases in revenue generated as a result of escalations and/or amendments to the Existing Tenant Leases to increase the Base Rent, subsequent to the Commencement Date and the assignment of the Existing Tenant Leases to Lessee, shall be paid to Lessor in accordance with Section 2(d) of the Wireless Contract. In the event that one or more of the Existing Tenants terminates their agreement with Lessee and removes its equipment from the Leased Premises, the Base Rent will be reduced by the amount attributable to such Existing Tenant.

In addition to the “Base Rent”, Lessee shall pay Lessor “Rent”, on a monthly basis during the Initial Term and any Renewal Terms, at a rate which is, in any particular month, equal to forty percent (40%) of the Gross Revenue. “Gross Revenue” means revenue collected by Lessee from any new sublessee(s), but specifically excluding the Existing Tenants, and not including: (i) any pass through or reimbursable payments made by Lessee’s sublessee(s) to Lessee with respect to taxes, (ii) any other direct expenses or any capital contributions made by Lessee relating to the necessary construction, modification or upgrade of the Tower Facilities, Leased Premises, Easements or the installation of the sublessee(s) equipment on the Tower Facilities, Leased Premises or Easements; and (iii) any other reimbursements of Lessee’s expenses made by Lessee’s sublessee(s) to Lessee. The “Base Rent” and “Rent” together will constitute the Total Rent due to Lessor. Total Rent is payable to the City of Palm Coast, Florida. Lessor must provide Lessee with an accurate and executed W-9 Form to facilitate payment.

EXHIBIT "F"
[FORM OF TEMPORARY CONSTRUCTION EASEMENT]

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

Return to:
Virginia A. Smith, CMC, CP
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

TAX I.D. NUMBER: 0612310000000A00014

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("hereinafter "Easement") is entered into this _____ day of _____, 2018, between **CITY OF PALM COAST, FLORIDA**, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, hereinafter referred to as the "City", and **DIAMOND TOWERS V LLC**, a Delaware limited liability company, at 820 Morris Turnpike, Suite 104, Short Hills, NJ 07078, hereinafter "Lessee".

W I T N E S S E T H:

WHEREAS, City is the owner of a tract of land described in and depicted on **Exhibit A**, attached hereto and made a part hereof (the "City Property"), and has leased a portion of that City Property to Lessee, as shown in Exhibit B (the "Leased Premises"; and

WHEREAS, Lessee requests a temporary non-exclusive construction easement from City to construct a cellular tower and related facilities over the area shown on **Exhibit B**;

WHEREAS, pursuant to the Lease Agreement between the parties, City wishes to convey a temporary construction easement over, under and across a portion of the City Property solely for the purposes set forth herein.

NOW THEREFORE, in consideration of the covenants contained in this Easement and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. The above referenced recitals are incorporated herein by this reference as true and correct.
2. City does hereby give, grant, bargain and release to the Lessee, a temporary, non-exclusive construction easement over, under and across a portion of the City Property as more fully described and depicted in **Exhibit B**, attached hereto and made a part hereof (the "Easement Area"), for the purpose of allowing Lessee to construct a Tower and Tower Facilities. Lessee,

at Lessee's sole cost and expense, shall have the right to enter upon the Easement Area in such a manner as may be reasonably necessary for the sole purpose as above written. This Easement shall expire upon the approval of completion of construction of the Tower and Tower Facilities by Lessee.

3. In no event shall Lessee use this Easement Area in a manner which, in City's sole discretion, interferes with City's use of City's Property. Lessee also covenants and agrees that the Easement will not be used for the erection of any temporary structures. Following termination of the Easement, Lessee shall provide City written release and extinguishment, in recordable form, of all Lessee's rights in and to the Easement.
4. Lessee agrees to use reasonable care in use of the Easement Area, and in the construction, installation, repair, replacement and maintenance of Tower and Tower Facilities, so as not to unreasonably disturb City's use of the City Property, which is operated as a Tennis Center. Lessee covenants and agrees to properly maintain the Easement Area and keep same in good order, free and clear from rubbish. Lessee further covenants and agrees that any City property damaged by Lessee's use of the Easement Area will be promptly replaced in accordance with City's specifications, at Lessee's sole cost and expense, and to City's satisfaction. Lessee shall not dig any open pits, trenches, borings or holes on or under the Easement Area.
5. Lessee, and Lessee's successors and assigns, shall indemnify, defend and hold harmless City from and against any and all losses, liabilities, claims, causes of action, damages, injuries, liens (including mechanic's liens and materialman's liens), expenses and costs, including without limitation reasonable attorney's fees of any settlement, judgment or claims of any and every kind whatsoever paid, incurred or suffered, in connection with any damage or liability to persons or property that might arise directly or indirectly during construction of Lessee's Tower and Tower Facilities, use of Lessee's improvements by Lessee, its members, suppliers, employees, and sublessees or anyone else using the such improvements, or use of the Easement Area. Lessee further agrees that Lessee shall, at all times during the duration of this Easement, maintain and pay for comprehensive general liability insurance affording protection to City and Lessee, and naming City as an additional insured on the policy or policies, for a combined bodily injury and property damage limit of liability not less than \$2,000,000.00 for each occurrence. Lessee further agrees, upon request, to deliver to City a certificate or certificates from an insurance company or insurance companies satisfactory to City evidencing the existence of such insurance and naming City as an additional insured.
6. Lessee shall require all subcontractors performing any work to comply with the covenants set forth in this Easement.
7. If Lessee defaults in the performance of any provision contained in this Easement, City may terminate this Easement following written notice and a fifteen (15) day period during which Lessee shall have the opportunity to cure such default to City's satisfaction.
8. This Easement may be executed in one or more counterparts (including by facsimile), all parties need not be signatories to the same documents, and all counterpart signed documents shall be deemed to be an original and one (1) instrument.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first written above.

WITNESSES:

CITY OF PALM COAST, FLORIDA

(print)

(print)

By: EXHIBIT ONLY -NOT FOR SIGNATURE

Jim Landon, City Manager

ATTEST:

Virginia A. Smith, City Clerk

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Jim Landon, City Manager of the City of Palm Coast, Florida, who is personally known to me.

Notary Public – State of Florida

Print Name: _____

My Commission expires: _____

WITNESSES:

(print)

(print)

DIAMOND TOWERS V LLC, a Delaware limited liability company

By: *EXHIBIT ONLY- NOT FOR SIGNATURE*

Print name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____ 2018, by _____, the _____ of the DIAMOND TOWERS V LLC, a Delaware limited liability company (check one) ☐ who is personally known to me or ☐ who provided _____ as identification.

Notary Public

Print name: _____

My commission expires:

EXHIBIT A
[CITY PROPERTY]

SITUATED IN THE COUNTY OF FLAGLER, STATE OF FLORIDA:

PARENT PARCEL:

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER (1/4) OF GOVERNMENT SECTION 6, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF BEGINNING BEING THE INTERSECTION OF THE NORTHEAST CORNER OF THE SUBDIVISION PLAT EASTHAMPTON SECTION 34 SEMINOLE WOODS AT PALM COAST, MAP BOOK 11, PAGES 30 THROUGH 49 AS RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY AND THE EASTERLY RIGHT OF WAY LINE OF BELLE TERRE PARKWAY (124' R/W); THENCE DEPARTING SAID RIGHT OF WAY LINE NORTH 89°15'49" EAST A DISTANCE OF 2457.39 FEET; THENCE SOUTH 00°44'11" EAST A DISTANCE OF 2015.00 FEET; THENCE SOUTH 89°15'49" WEST A DISTANCE OF 2810.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID BELLE TERRE PARKWAY; THENCE NORTH 24°08'08" EAST ALONG EASTERLY RIGHT OF WAY LINE A DISTANCE OF 590.50 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT (CONCAVE NORTHWESTERLY) HAVING A CENTRAL ANGLE OF 24°52'19", A RADIUS OF 1124.00 FEET, AN ARC LENGTH OF 487.92 FEET, A CHORD BEARING OF NORTH 11°41'59" EAST AND A CHORD DISTANCE OF 484.10 FEET; THENCE DEPARTING EASTERLY RIGHT OF WAY LINE NORTH 89°15'49" EAST A DISTANCE OF 876.27 FEET; THENCE NORTH 00°44'11" WEST A DISTANCE OF 596.53 FEET; THENCE SOUTH 89°15'49" WEST A DISTANCE OF 876.27 FEET TO THE SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 00°44'11" WEST ALONG THE EASTERLY RIGHT OF WAY LINE A DISTANCE OF 410.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 104.83 ACRES MORE OR LESS.

LESS AND EXCEPT:

THE FOLLOWING LEGAL DESCRIPTION WAS PREPARED BY CLYDE W. ROESCH, PALM COAST ENGINEERING AND DESIGN SERVICES, INC., DATED AUGUST 23, 1991:

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER (1/4) OF GOVERNMENT SECTION 6, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHEAST BOUNDARY CORNER OF THE SUBDIVISION PLAT EASTHAMPTON SECTION 34 PALM COAST, MAP BOOK 11, PAGES 30 THROUGH 49, THENCE SOUTH 00°44'11" EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF BELLE TERRE PARKWAY (124' R/W) A DISTANCE OF 410.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, THENCE DEPARTING SAID RIGHT OF WAY NORTH 89°15'49" EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF AN EASEMENT TO FLORIDA POWER AND LIGHT CO., A DISTANCE OF 876.27 FEET, THENCE DEPARTING SAID EASEMENT SOUTH 00°44'11" EAST A DISTANCE OF 596.53 FEET, THENCE SOUTH 89°15'49" WEST A DISTANCE OF 876.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID BELLE TEREE PARKWAY, THENCE NORTH 00°44'11" WEST ALONG

SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 596.53 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 12.0000 ACRES MORE OR LESS.

BEARINGS REFER TO THE TRANSVERSE MERCATOR GRID SYSTEM OF THE EAST ZONE OF FLORIDA.

LESS AND EXCEPT:

THAT PORTION OF THE PROPERTY AS CONVEYED TO FLORIDA LANDMARK COMMUNITIES, INC., BY DEED RECORDED 01/03/2008, AS BOOK 1636, PAGE 897 OF THE FLAGLER COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE FOLLOWING LEGAL DESCRIPTION WAS PREPARED BY TOMOKA ENGINEERING, DAYTONA BEACH, FLORIDA, AUGUST 23, 2004. THE PROPERTY DESCRIBED IS SHOWN ON A SKETCH DRAWING PREPARED BY TOMOKA ENGINEERING, PROJECT NO. T1037FLCI-D, DRAWING REFERENCE NO. 1037-SL2, ORIGINAL ISSUE DATE AUGUST 23, 2004.

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER (1/4) OF GOVERNMENT SECTION 5, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA AS RECORDED IN MAP BOOK 640, PAGES 885-886 AND MAP BOOK 480, PAGE 559 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE INTERSECTION OF THE NORTHEAST CORNER OF THE SUBDIVISION PLAT EASTHAMPTON SECTION 34, SEMINOLE WOODS AT PALM COAST, MAP BOOK 11, PAGES 30-49 AS RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY AND THE EASTERLY RIGHT OF WAY LINE OF BELLE TERRE PARKWAY (124' R/W); THENCE DEPARTING SAID RIGHT OF WAY LINE N89°15'49" E FOR A DISTANCE OF 2457.39 FEET; THENCE S00°44'11" E FOR A DISTANCE OF 253.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE S00°44'11" E FOR A DISTANCE OF 1762.00 FEET TO A POINT; THENCE S89°15'49" W FOR A DISTANCE OF 2810.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID BELLE TERRE PARKWAY; THENCE N24°08'08" E ALONG THE EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 395.80 FEET; THENCE N89°15'49" E FOR A DISTANCE OF 711.58 FEET; THENCE N53°17'23" E FOR A DISTANCE OF 2386.72 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 53.617 ACRES, MORE OR LESS.

TAX I.D. NUMBER: 0612310000000A00014

BEING A PORTION OF THE PROPERTY CONVEYED TO CITY OF PALM COAST, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, GRANTEE, FROM FLAGLER COUNTY, FLORIDA, GRANTOR, BY DEED RECORDED 09/21/2001, AS BOOK 770, PAGE 36 OF THE FLAGLER COUNTY RECORDS.

TOGETHER WITH A 12 ACRE PARCEL

(OFFICIAL RECORD BOOK 770, PAGE 36)

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER (1/4) OF GOVERNMENT SECTION 6, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHEAST BOUNDARY CORNER OF THE SUBDIVISION PLAT EASTHAMPTON-SECTION 34 PALM COAST, MAP BOOK 11, PAGES 30 THROUGH 49, AS THENCE SOUTH 00°44'11" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF BELLE TERRE PARKWAY (124' R/W), A DISTANCE OF 410.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 89°15'49" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF AN EASEMENT TO FLORIDA POWER AND LIGHT CO., A DISTANCE OF 876.27 FEET; THENCE DEPARTING SAID EASEMENT SOUTH 00°44'11" EAST, A DISTANCE OF 596.53 FEET; THENCE SOUTH 89°15'49" WEST, A DISTANCE OF 876.27 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID BELLE TERRE PARKWAY, THENCE NORTH 00°44'11" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 596.53 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 12.0000 ACRES MORE OR LESS.

LESS AND EXCEPT PARCEL

(OFFICIAL RECORD BOOK 1636, PAGE 897)

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER (1/4) OF GOVERNMENT SECTION 6, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA AS RECORDED IN MAP BOOK 640, PAGES 885-886 AND MAP BOOK 480, PAGE 559 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE INTERSECTION OF THE NORTHEAST CORNER OF THE SUBDIVISION PLAT EASTHAMPTON-SECTION 34, SEMINOLE WOODS AT PALM COAST, MAP BOOK 11, PAGES 30 THROUGH 49, AS RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY AND THE EASTERLY RIGHT-OF-WAY LINE OF BELLE TERRE PARKWAY (124' R/W); THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 89°15'49" EAST, A DISTANCE OF 2457.39 FEET; THENCE S 00°44'11" E FOR A DISTANCE OF 253.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE S 00°44'11" E FOR A DISTANCE OF 1762.00 FEET TO A POINT; THENCE S 89°15'49" W FOR A DISTANCE OF 2810.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID BELLE TERRE PARKWAY; THENCE N 24°08'08" E ALONG THE EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 396.80 FEET; THENCE N 89°15'49" E FOR A DISTANCE OF 711.58 FEET; THENCE N 53°17'23" E FOR A DISTANCE OF 2386.72 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 53.617 ACRES, MORE OR LESS.



EXHIBIT B
[EASEMENT AREA]

DRAFT

EXHIBIT "G"

Easement Agreement

PREPARED BY AND RETURN TO:

Diamond Towers V LLC
Attention: Legal Department
820 Morris Turnpike, Suite 104
Short Hills, New Jersey 07078

Site Name:

Parcel:

Cross Reference:

Deed Book: ____; Page ____, et. seq.

____ County Clerk

ACCESS AND UTILITIES EASEMENT AGREEMENT

This Access and Utilities Easement Agreement (the "**Agreement**") dated the ____ day of ____, 201__ ("**Effective Date**") is among CITY OF PALM COAST, FLORIDA ("**Grantor**"), and DIAMOND TOWERS V LLC, a Delaware limited liability company ("**Grantee**").

WHEREAS, the Grantor is the owner of certain property located in the City of ____ Palm Coast, County of Flagler, State of Florida, which property is more particularly described on **Exhibit "A"** hereto ("**Grantor's Property**"). Grantee is leasing a portion of that certain property located adjacent to Grantor's Property ("**Grantee's Leased Property**"). Grantor and Grantee desire to enter into this Agreement for the purpose of creating certain easements to benefit the Grantee's Leased Property, as more particularly described hereinafter.

For and in consideration of One and No/100 Dollars (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, hereby agree as follows:

1. Grantor hereby grants, transfers and conveys to Grantee a nonexclusive easement (the "**Access Easement**"), for the benefit of the Grantee's Leased Property, over and across a portion of Grantor's Property (the "**Easement Area**"), to and from Grantee's Leased Property and a public right of way, for the purpose of providing access, ingress and egress to Grantee's Leased Property to and from a public right of way. The Easement Area is in the location shown on **Exhibit "B"**. The easement rights granted hereunder by Grantor to Grantee shall expressly include, without limitation, the right to free and unencumbered ingress and egress over and across the Easement Area.
2. Grantor hereby grants, transfers and conveys to Grantee a nonexclusive easement (the "**Utilities Easement**", and together with the Access Easement, collectively, the "**Easements**"), for the benefit of Grantee's Leased Property, over and across the Easement Area, for the purpose of installing, operating, maintaining and repairing communication and power utility lines and other such necessary utilities (the "**Facilities**") to service Grantee's Leased

Property. The easement rights granted hereunder by Grantor to Grantee shall expressly include, without limitation, the right to unencumbered ingress and egress over and across Grantor's Property to access the Facilities and the right to use, repair, replace, and maintain all Facilities hereafter placed in the Easement Area.

3. **Reservation of Rights.** Grantor hereby expressly reserves unto itself, its successors, assigns, grantees and invitees, the right, in its sole discretion, to use the Easement Area for any purpose not inconsistent with the rights herein granted to Grantee. In addition and not by limitation, but way of example, Grantor its successors, grantees, invitees and assigns, reserve the right from time to time to improve the Easement Area with pavement, curbing and landscaping and grant additional easements and licenses for access, and utilities or any other purposes as it may deem necessary, over, upon, across and under the Easement Area, provided that such easements or licenses do not unreasonably interfere with Grantee's use of the Easement Area pursuant to the terms hereof. No structures of any kind will be constructed in the Easement Area without the mutual agreement of the parties (not to be unreasonably withheld).

4. The Grantee and its assigns realize that the Grantor may request and obtain a relocation of the Easements. In the event the Grantor does request a relocation of the Easements, the Grantor must provide a substitute access easement and utility easement and must record said new easements in the public records of Flagler County, Florida, and shall improve the path located on said new easements to the current level of improvement enjoyed by the current Easements. Thereafter, Grantee, or its successors and assigns, shall remove by recordable release or quit-claim deed their interest in these current Easements if requested by the Grantor. Notwithstanding the above, all of Grantee's costs and expenses associated with relocating the Easements (including but not limited to costs and expenses associated with equipment removal and reconstruction) shall be paid in full by Grantor, and any said relocation of the Easements shall be conducted with minimal disruption to Grantee.

5. **Assignment.** Grantee may assign this Agreement under the following terms: 1) to an affiliate or subsidiary of Grantee in which subsidiary or affiliate Grantee or Grantee's direct or indirect parent retains at least a 50% ownership, and shall provide prior written notice of such assignment to Grantor, 2) to a party who acquires a majority of the assets of Grantee, or 3) Grantee may grant a security interest in this Agreement and the Tower Facilities, and may assign this Agreement and the Tower Facilities to any such holders of security interests, including their successors and assigns (hereinafter, collectively referred to as "Secured Parties"). In such event, Grantor shall execute such consent as may reasonably be required by Secured Parties. Grantee shall have the right, without Grantor's consent, to sublease or assign its rights under this Agreement and to permit any of its sublessees to in turn sublicense or sublease its interests, but any such sublease or assignment shall be subject to all terms and conditions of this Agreement. Upon assignment of all of its rights pursuant to this Agreement, and the execution of a written assumption of all of the terms and conditions of the Agreement by the assignee, Grantee shall be released from any further liability under this Agreement. Grantee shall have the right, without Grantor's consent, to sublease its rights under leases of Tower Facilities if allowed in the lease, but any such sublease shall be subject to all terms and conditions of this Agreement and the lease.

6. Termination and Amendments. This Agreement may be cancelled, changed, modified or amended, in whole or in part, in writing signed by the parties hereto or their respective successors and assigns.

7. Entire Agreement. Notwithstanding any verbal representation, this Easement constitutes the entire agreement between the parties. This Easement supersedes any and all prior representations, written or oral heretofore made by the parties concerning the subject matter of the Easement, and any such representations are null and void and of no force or effect whatsoever.

8. The Term of this Agreement shall be continuous, uninterrupted, and shall only expire: (a) upon notification from Grantee of termination of the Agreement; or (b) one (1) year after the Grantee, or its successors or assigns: (i) fails to have an interest in Grantee's Leased Property; (ii) does not have facilities or equipment located within Grantee's Leased Property, and (iii) no longer conducts operations within the Grantee's Leased Property.

9. Any notice sent pursuant to this Agreement shall be in writing and sent by telecopy, personal delivery or by reputable courier, or by depositing it with the United States Postal Service, certified or registered mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party. The initial addresses of the parties shall be as set forth below:

To Grantor:

City of Palm Coast
Attn: City Manager
160 Lake Avenue
Palm Coast, FL 32164

To Grantee:

Diamond Towers V LLC
Attention: Legal Department
820 Morris Turnpike
Suite 104
Short Hills, New Jersey 07078

10. The Easements granted herein shall be appurtenant to and shall run with Grantee's Leased Property, and shall be binding upon and inure to the benefit of each party hereto, its successors, assigns, mortgagees, tenants, lessees, licensees, contractors, subcontractors, agents, representatives and invitees.

11. This Agreement shall be governed by and enforced in accordance with the laws of the State of Florida. In the event of any dispute, the parties agree to waive all rights to demand a jury trial.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Witness:

**“GRANTOR”
CITY OF PALM COAST, FLORIDA**

Print:

Exhibit Only – Not for Signature

Name: _____

Title: _____

Date: _____

Print:

Attest:

Date:

STATE OF _____)
COUNTY OF _____) ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 201_, by _____, City Manager of the City of Palm Coast, Florida, who is personally known to me.

Notary Public:

My Commission Expires: _____

Witness:

“GRANTEE”

Diamond Towers V LLC

Print:

Exhibit Only – Not for Signature

Name: _____

Title: _____

Date: _____

Print:

STATE OF NEW JERSEY

)

) ss:

COUNTY OF ESSEX

)

On the ____ day of _____ in the year 201__, before me, the undersigned, a notary public in and for said state, personally appeared Michael G. Brett personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public: _____

My Commission Expires: _____

EXHIBIT “A”

TO ACCESS AND UTILITIES EASEMENT AGREEMENT

Description of Grantor's Property

DRAFT

EXHIBIT “B”

TO ACCESS AND UTILITIES EASEMENT AGREEMENT

Easement Area

DRAFT

Exhibit "H"

INSURANCE

(a) The Lessee shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the Lessor and with only such terms and conditions as may be acceptable to the Lessor:

(1) Workers Compensation/Employer Liability: The Lessee shall provide Worker Compensation insurance for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:

\$500,000 Each Accident
\$500,000 Disease Each Employee
\$500,000 Disease (Policy Limit)

(2) Comprehensive General Liability: The Lessee shall provide coverage for all operations including, but not limited to, contractual, independent contractor, products and complete operations and personal injury with limits not less than the following:

\$1,000,000 Bodily Injury & Property Damage - each occurrence
\$2,000,000 General Aggregate

(3) Comprehensive Business Automobile Liability: The Lessee shall provide complete coverage with a combined single limit of not less than \$1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all non-owned, leased or hired vehicles.

(4) Professional Liability: The Lessee shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting the Lessee against claims of the City for negligence, errors, or omissions in the performance of services to be performed and furnished by the Lessee.

(5) Other Required Insurance Coverage: Where unusual operations are necessary to complete the work, such as use of aircraft or watercraft, use of explosives, and any high-risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the Lessor which may, thereupon, required additional insurance coverages. Environmental insurance in an amount satisfactory to the Lessor is required if Lessor discovers hazardous material on the Leased Premises.

(b) All insurance other than Workers Compensation and Professional Liability that must be maintained by the Lessee shall specifically include the Lessor as an additional insured. All insurance minimum coverages extend to any subcontractor, and the Lessee shall be responsible for all subcontractors. All insurance amounts will be reevaluated at every renewal of the Agreement by Lessee for escalation due to inflation.

(c) The Lessee shall provide Certificates of Insurance to the Lessor evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Agreement. These Certificates of Insurance shall become part of this Agreement. Neither approval by the Lessor nor failure to disapprove the insurance furnished by a Lessee shall relieve the Lessee of the Lessee's full responsibility for performance of any obligation including the Lessee's indemnification of the Lessor under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the Lessee shall, as soon as the Lessee has knowledge of any such circumstance, immediately notify the Lessor and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the Lessee has replaced the unacceptable insurer with an insurer acceptable to the Lessor, the Lessee shall be deemed to be in default of this Agreement.

(d) Intentionally Deleted.

(e) The Lessee shall provide Certificate of Insurance directly to the City's Designated Representative. The certificates shall clearly indicate that the Lessee has obtained insurance of the type, amount, and classification required by this Agreement.

(f) Nothing in this Agreement or any action relating to this Agreement shall be construed as the Lessor waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

(g) The Lessor shall not be obligated or liable under the terms of this Agreement to any party other than the Lessee. There are no third-party beneficiaries to this Agreement.

(h) The Lessee is an independent Agreement or and not an agent, representative, or employee of the Lessor. The Lessor shall have no liability except as specifically provided in this Agreement.

(i) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the Lessor.

City of Palm Coast, Florida

Agenda Item

Agenda Date: 8/21/2018

Department	FIRE	Amount
Item Key	3899	Account
		#
Subject	RESOLUTION 2018-XX APPROVING AN INTERLOCAL AGREEMENT WITH FLAGLER COUNTY SCHOOL BOARD FOR THE DONATION OF FIRE EQUIPMENT	
Background: <u>UPDATE FROM THE AUGUST 14, 2018 WORKSHOP</u> This item was heard by City Council at their August 14, 2018 Workshop. There were no changes suggested to this item. <u>ORIGINAL BACKGROUND FROM THE AUGUST 14, 2018 WORKSHOP</u> This is an updated Interlocal Agreement with the Flagler County School Board to provide surplus resources to the Flagler Leadership Academy. The City's 2004 Pierce Kenworth Firetruck has been retired. In the spirit with the City's Interlocal Agreement, the 2004 Pierce Kenworth will be given to the Flagler School Board for use at the Flagler Palm Coast High School Fire Academy. All resources donated to the Flagler County School Board are considered training props for "non-real" learning use and not intended for "live" fire use.		
Recommended Action: Adopt Resolution 2018-XX approving an Interlocal Agreement with the Flagler County School Board for the donation of Fire Equipment.		

RESOLUTION 2018-_____
INTERLOCAL AGREEMENT
FLAGLER SCHOOLS FOR FIRE EQUIPMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT WITH FLAGLER SCHOOLS FOR FIRE EQUIPMENT, AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to contribute to the FCSD's Fire Academy at Flagler Palm Coast High School (FPCHS)'s Fire Fighting training program by donating fire equipment to enhance the FPCHS Fire Academy for students; and

WHEREAS, the donated equipment may include, but is not limited to, a fire engine, fire hand tools, hoses, nozzles, EKG machine, and EMT/Paramedic supplies; and

WHEREAS, the City Council of Palm Coast, desires to enter into an Interlocal Agreement with the FCSD for the above referenced donations.

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

SECTION 1. APPROVAL OF INTERLOCAL AGREEMENT. The City Council hereby approves the terms and conditions of an Interlocal Agreement with Flagler County School District to enhance the Fire Fighting training program, as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The Mayor is hereby authorized to execute the Interlocal Agreement as depicted in Exhibit "A."

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 21st day of August 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A – Interlocal Agreement with FCSD for Fire Fighting Training Program

Approved as to form and legality

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

Prepared by:
Catherine D. Reischmann
Asst. City Attorney
111 N. Orange Ave., Suite 2000
Orlando, FL 32801

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

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF PALM COAST
AND FLAGLER COUNTY SCHOOL DISTRICT REGARDING FIRE
EQUIPMENT**

This INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between the **CITY OF PALM COAST**, a Florida municipal corporation (“Palm Coast”), whose address is 160 Lake Avenue, Palm Coast, Florida 32164, and **FLAGLER COUNTY SCHOOL DISTRICT** (“FCSD”), whose address is 1759 East Moody Blvd., Bldg. 2, Bunnell, Florida 32110. **PALM COAST** and **FCSD** shall be referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Parties wish to terminate the Interlocal Agreement which was recorded on August 24, 2016, in O.R. Book 2152, page 440, et seq., Public Records of Flagler County, Florida, and replace it with this Agreement; and

WHEREAS, the purpose of this Agreement is for **PALM COAST** to contribute to the FCSD’s Fire Academy at Flagler Palm Coast High School (FPCHS)’s Fire Fighting training offered to high school students. Students enrolled in this academic program (“Program”) earn industry certifications in CPR, First Responder, Firefighting 1 and Firefighting 2; and

WHEREAS, Palm Coast Fire Department has, from time to time, certain equipment which is declared surplus for various reasons, including that it may not meet industry standards for emergency medical services or for fire department use, and it has minimal or no resale value; and

WHEREAS, the parties agree that donation of this surplus equipment to the FCSD would enhance the FPCHS Fire Academy; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapter 166, *Florida Statutes*, and other applicable laws, since the donation is for a public purpose and confers a public benefit.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM. This Agreement shall become effective upon the date of execution by all Parties and shall continue until April 30, 2021. This Agreement will automatically renew for a period of one year and each year thereafter, unless a Party gives the other written notice of termination as referenced below.

SECTION 2. RESPONSIBILITIES OF PALM COAST.

A. PALM COAST agrees to provide the FCSD with certain firefighting equipment, which PALM COAST has declared surplus, and which will assist FCSD in offering a quality Program. The donated equipment may include, but is not limited to, a fire engine, fire hand tools, hoses, nozzles, EKG machine, and EMT/Paramedic supplies. PALM COAST will transport the equipment to the FPCHS. The parties' responsibilities regarding the Fire Engine are described in Section 4. PALM COAST has no obligation to the FCSD to donate any surplus equipment.

B. PALM COAST makes no agreement, warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for any particular purpose or use of the donated surplus equipment.

C. PALM COAST Fire Department will continue to allow students in the Program to participate in the Department's "Ride Along" program with written approval of the student's parent or guardian.

SECTION 3. RESPONSIBILITIES OF FCSD.

A. FCSD shall provide the facilities and instructional and technical support necessary to conduct the Program at FPCHS.

B. FCSD acknowledges that the City is not a manufacturer or dealer of any donated equipment, and that the equipment is being provided "as is" and "with all faults".

SECTION 4. FIRE ENGINE DONATION.

A. Any fire engine donated by PALM COAST to FCSD shall be considered only a training prop for the students, since it is not recognized by Florida Bureau of Standards and Training as a designated training engine at the Flagler County Fire Training Center.

B. PALM COAST agrees to inspect and pump test the engine annually and provide FCSD with the results of the inspection and test.

C. Maintenance of the fire engine, to include the motor, power train, chassis and body, power take off (PTO), pump, pump housing and valves, will be the responsibility of the FCSD.

D. If, at any time, FCSD is not able to maintain the fire engine to minimum standards to pass the PALM COAST annual inspections, then FCSD agrees to exercise one of the following two options:

- i. FCSD may request that PALM COAST make the necessary repairs, but FCSD acknowledges that PALM COAST has no obligation to do so, and PALM COAST will decide whether to make the repairs at its sole discretion; or
- ii. FCSD may return the fire engine to PALM COAST.

SECTION 5. RETURN OF ENGINE AND EQUIPMENT. If, for any reason, the Program should be canceled or this agreement is terminated by either party, FCSD must return the fire engine, and any other equipment that was donated to the Program, to PALM COAST.

SECTION 6. INSURANCE. During the term of this Agreement, the parties shall provide to each other certificates of insurance evidencing comprehensive and general liability insurance coverage in a sum not less than \$1,000,000 Aggregate and \$1,000,000 per occurrence. The parties shall provide written endorsements naming the other Party as an additional insured, and such endorsement shall also state "Such insurance as afforded by this policy shall be primary, and any insurance carried by (FCSD or PALM COAST) shall be excess, and noncontributory." Any and all insurance coverage may be provided by PALM COAST's Self-Insurance program. Coverage shall provide notice to the additional insureds of any change in or limitation of coverage or cancellation of the policy no less than 30 days prior to the effective date of the change, limitation or cancellation.

SECTION 7. INDEMNIFICATION:

A. Insofar as permitted by law, FCSD shall assume the defense and hold harmless PALM COAST and any of its officers, agents or employees from any liability, damages, costs or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of FCSD, its officers, agents or employees.

B. Insofar as permitted by law, PALM COAST shall assume the defense and hold harmless FCSD and any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of PALM COAST, its officers, agents or employees.

C. It is the intent of the FCSD and PALM COAST that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each Party shall bear the proportionate cost of any liability, damages, costs or expenses attributable to that Party.

D. FCSD and PALM COAST agree to notify the other Party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. PALM COAST and FCSD further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care or create any legal right for any person not a Party to this Agreement.

E. Neither Party waives its sovereign immunity through this Agreement.

SECTION 8. NO PARTNERSHIP. Nothing contained in this Agreement shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint venturers, co-adventurers, or partnership between the PALM COAST and FCSD, and they are and shall remain independent one as to the other.

SECTION 9. NO THIRD PARTY BENEFICIARIES. The provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided for herein.

SECTION 10. TERMINATION. This Agreement may be terminated without cause by any Party upon 60 days prior written notice to the other Party.

SECTION 11. NOTICES. Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective Parties as follows:

TO FCSD:

Flagler County School District
Attn: Kristy Gavin, Legal Counsel
1759 East Moody Blvd., Bldg. 2
Bunnell, FL 32110

TO PALM COAST:

City of Palm Coast
Attn: City Manager
160 Lake Avenue
Palm Coast, FL 32164

SECTION 12. MODIFICATION OF AGREEMENT. This Agreement may only be modified by written agreement of the Parties, adopted with the same formalities as the adoption of this Agreement.

SECTION 13. SEVERABILITY. Any provision of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal, or unenforceable.

SECTION 14. RECORDATION AND EFFECTIVE DATE. After execution, this Agreement shall be forwarded to the Palm Coast City Clerk for recordation with the Clerk of Court in and for Flagler County, Florida.

SECTION 15. TERMINATION OF PRIOR INTERLOCAL AGREEMENT. The Parties hereby acknowledge that the Interlocal Agreement recorded on August 24, 2016, in O.R. Book 2152, Page 440, et seq., is hereby terminated.

IN WITNESS WHEREOF, the duly authorized officials of the Parties have made and executed this Agreement on the respective dates indicated below.

ATTEST:

CITY OF PALM COAST, FLORIDA

Virginia A. Smith, City Clerk

Milissa Holland, Mayor

Approved as to Form

Date:_____

William E. Reischmann, Jr.
City Attorney

ATTEST:

FLAGLER COUNTY SCHOOL DISTRICT

By: _____
Trevor Tucker, Chairperson of Board

James Tager, Superintendent

Date: _____

Approved as to Form

Kristy J. Gavin
School Board Attorney

G:\Docs\Cities\Palm Coast\Agreements\Flagler Co School Dist\Fire Engine Interlocal\Fire engine interlocal 4-19-18.docx

City of Palm Coast, Florida Agenda Item

Agenda Date : 08/21/2018

Department	CITY CLERK	Amount
Item Key	3994	Account
		#
Subject RESOLUTION 2018-XX APPROVING FINAL NUISANCE ABATEMENT ASSESSMENT		
Background : <u>UPDATE FROM THE AUGUST 14, 2018 WORKSHOP</u> This item was heard by City Council at their August 14, 2018 Workshop. There were no changes suggested to this item. <u>ORIGINAL BACKGROUND FROM THE AUGUST 14, 2018 WORKSHOP</u> On March 2, 2010, the City adopted Ordinance 2010-03 to provide for the creation of an Assessment Area and authorize the imposition of Nuisance Abatement Assessments to be attached to the annual ad valorem tax bill sent out by the County Tax Collector. December 21, 2010, the City adopted Resolution 2010-168 signifying its intent to use the uniform collection method to collect non-ad valorem assessments pursuant to Ordinance 2010-03. On July 17, 2018, City Council adopted the Initial Assessment Resolution 2018-88 relating to the Nuisance Abatement Special Assessment. Staff has prepared the Final Assessment Roll and Final Assessment Resolution for Council consideration. Pursuant to State Statutes, the notice of the public hearing was published in the newspaper of general circulation for Flagler County with the list of the affected property owners 20 days prior to the August 21, 2018 Business meeting.		
Recommended Action : Approve Resolution 2018-XX approving final nuisance abatement assessment.		

CITY OF PALM COAST, FLORIDA

**NUISANCE ABATEMENT
FINAL ASSESSMENT RESOLUTION**

ADOPTED _____

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RESOLUTION 2018-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, RELATING TO NUISANCE ABATEMENT WITHIN THE INCORPORATED AREA OF THE CITY; AMENDING THE INITIAL ASSESSMENT RESOLUTION; PROVIDING AUTHORITY AND DEFINITIONS; CREATING THE NUISANCE ABATEMENT SERVICE AREA; CONFIRMING THE INITIAL ASSESSMENT RESOLUTION; APPROVING THE NUISANCE ABATEMENT ASSESSMENT ROLL; PROVIDING FOR THE IMPOSITION OF THE NUISANCE ABATEMENT ASSESSMENTS; PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM ASSESSMENT COLLECTION ACT; PROVIDING FOR THE EFFECT OF THIS RESOLUTION; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Palm Coast (the “City”) adopted Ordinance No. 2010-03 on March 2, 2010, to provide for the imposition of special assessments for nuisance abatement which benefit property within the Assessment Area; and

WHEREAS, on July 17, 2018, the City Council adopted Resolution 2018-88 (the “Initial Assessment Resolution”) proposing the creation of the Nuisance Abatement Service Area, describing the method of assessing the Nuisance Abatement Assessed Cost against the real property that will be specially benefitted thereby, and directing preparation of the Nuisance Abatement Roll and the provision of the notices required by law; and

WHEREAS, pursuant to the provisions of law, the City Council is required to confirm or repeal the Initial Assessment Resolution with such amendments as the City Council deems appropriate after hearing comments and receiving objections of all interested parties; and

WHEREAS, the Assessment Roll has been filed with the City Manager or his designee, as required by law; and

WHEREAS, as required by law, notice of a public hearing has been published and mailed to each property owner proposed to be assessed notifying such property

owner of the opportunity to be heard concerning the assessments; the proof of publication and an affidavit of mailing are attached hereto as Appendices A and B respectively; and

WHEREAS, a public hearing has been duly held on August 21, 2018, and comments and objections of all interested persons have been heard and considered as required by law.

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

SECTION 1. AUTHORITY. This Final Assessment Resolution is adopted pursuant to law, the Initial Assessment Resolution, as amended herein, Chapter 166, Florida Statutes, Article VIII, Section 2, Florida Constitution, and other applicable provisions of law.

SECTION 2. DEFINITIONS. This Resolution is the Final Assessment Resolution. All capitalized terms in this Final Assessment Resolution shall have the meanings defined in the Initial Assessment Resolution, as amended herein.

SECTION 3. CREATION OF ASSESSMENT AREAS.

(A) The Nuisance Abatement Service Area is hereby created as an Assessment Area to include all property described in Section 2.01(A) and Appendix A to the Initial Assessment Resolution.

(B) The Nuisance Abatement Service Area is hereby created as an Assessment Area to include all property described in Section 2.01(A) of the Initial Assessment Resolution.

SECTION 4. CONFIRMATION OF INITIAL ASSESSMENT RESOLUTION.

The Initial Assessment Resolution, as amended herein, is hereby ratified and confirmed.

SECTION 5. APPROVAL OF ASSESSMENT ROLL. The Nuisance Abatement Assessment Roll, which is currently on file in the office of the City Manager of his designee, is hereby approved.

**SECTION 6. IMPOSITION OF ASSESSMENTS TO FUND
NUISANCE ABATEMENT.**

(A) The Tax Parcels described in the Nuisance Abatement Assessment Roll are hereby found to be specifically benefitted by the provision of the Nuisance Abatement services and programs in the amount of the Nuisance Abatement Assessment set forth in the Nuisance Abatement Assessment Roll.

(B) For the Fiscal Year commencing October 1, 2018, the estimated Nuisance Abatement Assessed Cost for the Nuisance Abatement Service Area shall be calculated and apportioned based upon the actual cost of Nuisance Abatement. The costs as set forth in the Initial Assessment Resolution in Section 2.05 are hereby approved and found to be a fair and reasonable method of assessing the costs for the benefitted properties.

(C) The Nuisance Abatement Assessments as set forth in the Initial Assessment Resolution are hereby levied and imposed on all Tax Parcels described in the Nuisance Abatement Assessment Roll for the Fiscal Year commencing October 1, 2018.

(D) Upon adoption of this Final Assessment Resolution, the Nuisance Abatement Assessments shall constitute a lien against the assessed properties equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims until paid. The lien shall be deemed perfected upon adoption by the City Council of this Final Assessment Resolution and shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

SECTION 7. COLLECTION OF ASSESSMENTS.

(A) The Nuisance Abatement Assessments shall be collected pursuant to the Uniform Assessment Collection Act.

(B) Upon adoption of this Final Assessment Resolution, the City Manager or his/her designee shall cause the certification and delivery of the Assessment Roll to the

Tax Collector by September 15, in the manner prescribed by the Uniform Assessment Collection Act. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

SECTION 8. EFFECT OF FINAL RESOLUTION. The adoption of this Final Assessment Resolution shall be the final adjudication of the issues presented herein and in the Initial Assessment Resolution (including, but not limited to, the method by which the Assessments are computed, the Nuisance Abatement Assessment Roll, the terms for prepayment of the Assessments, the levy and lien of the Assessments, and the special benefit to assessed property) unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the City Council action on this Final Assessment Resolution.

SECTION 9. SEVERABILITY. The provisions of this Initial Assessment Resolution are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Nuisance Abatement Initial Assessment Resolution shall not be affected thereby.

SECTION 10. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 21st day of August 2018.

ATTEST:

CITY OF PALM COAST

Virginia A. Smith, City Clerk

Milissa Holland, Mayor

Approved as to form and legality:

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

Attachments: Appendix A – Proof of Publication
Appendix B – Affidavit of Mailing
Appendix C – Form of Certificate to Non-Ad Valorem Assessment Roll

APPENDIX A
PROOF OF PUBLICATION

APPENDIX B
AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared JIM LANDON, who, after being duly sworn, depose and say:

1. Jim Landon, as City Manager of the City of Palm Coast, Florida (the “City”), pursuant to the Non-Ad Valorem Assessment Program for Nuisance Abatement Improvements, the authority and direction received from the City Council, timely directed the preparation of the Nuisance Assessment Roll, and the preparation, mailing, and publication of notices in accordance with law and in conformance with the Nuisance Abatement Initial Assessment Resolution adopted by the City Council on July 17, 2018 (the “Initial Assessment Resolution”).

2. Barbara Grossman is the Code Enforcement Manager for the City of Palm Coast. Barbara Grossman has caused the required notices required by the Assessment Ordinance to be prepared in conformance with the Initial Assessment Resolution. An exemplary form of such notice is attached hereto. Barbara Grossman has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the total revenue the City expects to collect by the assessment, a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title, a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

3. On or before July 25, 2018, Barbara Grossman directed the mailing of the above-referenced notices by Bill Wry, in accordance with the Initial Assessment Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by Flagler County Property Appraiser for the purpose of the levy and collection of ad valorem taxes. Notice to property owners receiving multiple individual notices were mailed, or caused to be mailed by Barbara Grossman on or before July 25, 2018.

FURTHER, AFFIANTS SAYETH NOT.

Jim Landon, City Manager, Affiant

Barbara Grossman, Affiant
Code Enforcement Manager

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing Affidavit of Mailing was sworn to and subscribed before me this _____ day of _____, 2018, by Jim Landon, City Manager of the City of Palm Coast, Florida, who is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing Affidavit of Mailing was sworn to and subscribed before me this _____ day of _____, 2018, by Barbara Grossman, as Code Enforcement Manager of the City of Palm Coast, Florida, who is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC
My commission expires: _____

FORM OF NOTICE MAILED TO PROPERTY OWNERS

*** * * * * NOTICE TO PROPERTY OWNER * * * * ***

City of Palm Coast
160 Cypress Point Parkway
Palm Coast, FL 32164

Owner Name
Address
City, State Zip

CITY OF PALM COAST, FLORIDA

NOTICE OF HEARING
TO IMPOSE AND PROVIDE FOR
COLLECTION OF NUISANCE ABATEMENT
NON-AD VALOREM ASSESSMENTS

NOTICE DATE: _____

Tax Parcel # _____

Legal Description: _____

*You are receiving this letter because the City has performed nuisance abatement services on your property and expended public funds, and the City and taxpayers are entitled by law to be reimbursed.

As required by Section 197.3632, Florida Statutes, and Ordinance No. 2010-03, notice is given by the City of Palm Coast that an assessment for nuisance abatement services, facilities, and programs may be levied on your property for the assessment period of October 1, 2018 - September 30, 2019 and future Fiscal Years. The purpose of this assessment is to fund nuisance abatement services within the City of Palm Coast. The total nuisance abatement assessment revenue to be collected within the City of Palm Coast is estimated to be \$_____ for the Fiscal Year beginning October 1, 2018. The assessment for each parcel or property will be based upon each parcel's location, classification, and the total number of Equivalent Residential Units attributable to that parcel.

The above parcel is classified as _____.

The total number of billing units on the above parcel is _____.

The type of billing units on the above parcel is _____.

The nuisance abatement assessment for the above parcel is \$_____ for the Fiscal Year beginning October 1, 2018.

A public hearing will be held at 6:30 p.m., or as soon thereafter as can be heard, on August 21, 2018 in the Community Wing of City Hall, 160 Lake Ave, Palm Coast,

Resolution 2018-_____

Florida, for the purpose of receiving public comment on the proposed assessments. You and all other affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceeding and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City of Palm Coast City Clerk at (386) 986-3713, at least 48 hours prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the City Council action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Nuisance Abatement Ordinance (Ordinance No. 2010-03), the Resolution (Resolution No. 2010-168), the Nuisance Abatement Initial Assessment Resolution (Resolution No. 2018-88) and the preliminary Nuisance Abatement Assessment Roll are available for inspection in the City of Palm Coast, Community Development Department, located at 160 Lake Avenue, Palm Coast, Florida.

Both the non-ad valorem assessment amount shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November of each year the assessment is imposed. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title. **The City of Palm Coast must receive payment by AUGUST 17, 2018 to avoid this payment being collected on your ad valorem tax bill for 2018. “Please send all payments to CODE ENFORCEMENT – CITY OF PALM COAST – 160 LAKE AVENUE – PALM COAST, FL to ensure that your payment is applied to the correct invoice(s).”**

If there is a mistake on this notice, it will be corrected. If you have any questions, please visit our website www.palmcoastgov.com, under Proposed Nuisance Abatement Assessment, for additional information and frequently asked questions or contact the City of Palm Coast Community Development Department at (386) 986-3764, Monday through Friday between 8:00 a.m. and 5:00 p.m.

*** * * * * THIS IS NOT A BILL * * * * ***

**APPENDIX C
FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL
--

I, the undersigned, hereby certify that I am the Mayor of the City of Palm Coast, Florida, or authorized agent of the City of Palm Coast located in Flagler County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as a part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

IN WITNESS WHEREOF, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll, this ____ day of _____, 2018.

CITY OF PALM COAST, FLORIDA

By: _____
Printed Name: Milissa Holland
Title: Mayor
Flagler County, Florida

Exhibit A

2018 Tax Roll

Parcel I.D.	Owner's Name	Street #	Property Address	Owner Address 1	Owner Address 2	City	State	Zip	Inv. Amount	Violation
07-11-31-7013-00090-0760	Egbert & Shirley Proffitt	104	Bridgehaven Drive	127-14 101st Ave.		Richmond Hill	FL	11419	330.00	Public Nuisance
07-11-31-7019-00150-0030	John & Carmen Thompson	13	Watermill Place	6621 Adrian Street		New Carrollton	MD	20784	2,260.00	Public Nuisance
07-11-31-7028-00240-0050	Percy & Jacqueline Johnson	60	Ponce Deleon Drive	144-23 228th Street		Rosedale Queens	NY	11413	300.00	Public Nuisance
07-11-31-7028-00460-0070	VINCENT JR. & JEAN MARIE D	13	Port Royal Drive	22 GIANT LANE		Levittown	NY	11756	\$300.00	Public Nuisance
07-11-31-7029-00320-0020	TRACY & DARRYL FOSTER	13	Rydell Lane	310 WOODLAND DR. W.		Yorktown	PA	23692-1	\$400.00	Public Nuisance
07-11-31-7030-00380-0050	FRANCISCO F. CARBALLIDO &	6	Radial Pl	0-9 CALLE 21 FAIR VIEW		San Juan	PR	09926	\$200.00	Public Nuisance
07-11-31-7031-00380-0190	Constance B White	4	Richland Lane	2306 Mellow Court		Baltimore	MD	21209	300.00	Public Nuisance
07-11-31-7032-00780-0180	Korshavn Corporation, A Delaware	41	Rolling Fern Drive	PO Box 2		Chester	MD	21619	830.00	Public Nuisance
07-11-31-7034-01400-0130	Juarbe Hiram Alfaro & Alfaro & W	117	Eric Drive	Bo Mora Avenida Militar		Isabela	PR	00662	500.00	Public Nuisance
07-11-31-7060-00410-0120	Joseph Winston	2	Squirrel Place	6 Hutch Court		Dix Hills	NY	11746	500.00	Public Nuisance
07-11-31-1040-00000-0100	Cheryle & Tajmir Ghafour	20	Lewiston Court	52 Francis Lane		Palm Coast	FL	32137	235.00	Public Nuisance
07-11-31-7001-00010-0330	Federal National Mortgage Asso	24	Faith Lane	14221 Dallas Pkwy Ste 1000		Dallas	TX	75254	1,540.00	Public Nuisance
07-11-31-7001-00010-0490	Kathryn Mollohan Nelson & Debby	86	Farragut Drive	86 Farragut Drive		Palm Coast	FL	32137	165.00	Public Nuisance
07-11-31-7001-00040-0020	Gary Metzger	72	Farragut Drive	2435 Bridge Ave	Apt. 3	Pt Pleasant	NJ	08742	990.00	Public Nuisance
07-11-31-7002-00060-0030	Marek Leszczynski	2	Fernham Lane	2 Fernham Lane		Palm Coast	FL	32137	1,360.00	Public Nuisance
07-11-31-7003-00040-0010	Fernando & Olga Picado	54	Christopher Court South	Calle Lago Zupungo 146, Priva Cumbres Del Lago		Quertaro	Mexico	76230	164.00	Public Nuisance
07-11-31-7003-00060-0140	Guillermo Perez	28	Clearview Court S.	100 Bella Harbor Court	Unit 110	Palm Coast	FL	32137	165.00	Public Nuisance
07-11-31-7007-00050-0360	Paul Martinolich & Cassese Antony	4	Fountain Court	325 Main Street	Apt. 4C	White Plains	NY	10601	500.00	Public Nuisance
07-11-31-7007-00140-0590	Alexander & Jessica Coubrough	21	Fort Caroline Lane	510 Devon Circle		St Augustine	FL	32086-1	330.00	Public Nuisance
07-11-31-7007-00210-0150	Charles Navas Jr. & Anne, Mary &	25	Folcroft Lane	3 Hayden Avenue		Great Neck	NY	11024	300.00	Public Nuisance
07-11-31-7007-00360-0290	Ngai Po Wan aka Po Wan Poon & C	54	Frontier Drive	622 Williams Street		Rockingham	NC	28379	1,500.00	Public Nuisance
07-11-31-7008-00020-0010	Antonio & Sandra Donzella	2	Casper Drive	Calle Cinaruco, Res Marquczal Torre Betu, Apt 5-A	URB El Marquez,	Venezuela			50.00	Public Nuisance
07-11-31-7009-00320-0030	Jigar & Payal Patel	93	Fellowship Drive	4604 E Pnce DE Leon Ave	Clarkston	Atlanta	GA	30021	400.00	Public Nuisance
07-11-31-7009-00320-0040	Ralph & Delores Dilcone	91	Fellowship Drive	13843 Brookdale Ave		Brook Park	OH	44142	300.00	Public Nuisance
07-11-31-7009-00320-0480	Joseph & Susan Comella	168	Fenimore Lane	2908 Main St		Coventry	CT	06238	300.00	Public Nuisance
07-11-31-7009-00410-0220	Marilyn Hatch Trustee	49	Fenwick Lane	6 Center Place		Palm Coast	FL	32137	300.00	Public Nuisance
07-11-31-7009-00420-0210	Malgorzata Lewinska & Boguslaw J	45	Fenwood Lane	50 Horseshoe Road		Seyerville	NJ	08872	600.00	Public Nuisance
07-11-31-7010-00200-0310	Aurora Perea	62	Felshire Lane	1140 NE 191 St, Apt D-11		Miami Beach	FL	33179	1,860.00	Public Nuisance
07-11-31-7010-00240-0170	Louise Atkins	34	Fellowship Drive	44735 Audubon Sq #529		Ashburn	VA	22213	1,000.00	Public Nuisance
07-11-31-7010-00250-0170	CARLOS RODRIGUES	37	Freeland Ln	81 BRIGHTON AVE		Kearny	NJ	07032	\$800.00	Public Nuisance
07-11-31-7010-00250-0300	Almanac Group Inc.	11	Freeland Lane	2250 Old Moody Blvd.	#61	Bunnell	FL	32110	330.00	Public Nuisance
07-11-31-7010-00290-0130	Boris Chernousov	11	Fanbury Lane	3671 Casalta Circle		New Smyrna Beach	FL	32168	300.00	Public Nuisance
07-11-31-7011-00060-0160	SUSANNA ENGTINGIT	10	Becker Ln	PO BOX 17562		Wichita	KS	67217	\$230.00	Public Nuisance
07-11-31-7011-00090-0200	Sharon Lynn Vallaster	37	Beaverdam Lane	42 Zinnia Trail		Palm Coast	FL	32164	230.00	Public Nuisance
07-11-31-7011-00110-0290	Gonzalo & Betty Chacon Higinio	102	Beauford Lane	Urb La Arbole-Calle Los Lirios Eda-Sector D2e#4 Sa DE Los Altos Mir	Venezue	1204			1,370.00	Public Nuisance
07-11-31-7011-00130-0710	Mary Westenberg	37	Beacon Mill Lane	35 Beacon Mill Lane		Palm Coast	FL	32137	1,050.00	Public Nuisance
07-11-31-7012-00030-0760	FL PCM Holding LLC	144	Bayside Drive	7 Augusta Trail		Palm Coast	FL	32137	1,180.00	Public Nuisance
07-11-31-7012-00060-0620	Elizabeth Badurina	24	Bannerwood Lane	2192 Tremont Road		Columbus	OH	43221	800.00	Public Nuisance
07-11-31-7012-00130-0320	Walter & Gilda Brown	26	Beth Lane	89 Orchard Street		Keamsburg	NJ	07734	580.00	Public Nuisance
07-11-31-7012-00150-0120	Giuseppe Gentile	23	Barrington Drive	14 Park Lane		Somers	NY	10589	650.00	Public Nuisance
07-11-31-7012-00170-0570	Michael & Laura Larocca	52	Barkwood Lane	52 Barkwood Lane		Palm Coast	FL	32137	165.00	Public Nuisance
07-11-31-7012-00180-0330	Delores Chambers	4	Barkley Lane	320 Coach Houch Lane		Milton	GA	30004	535.00	Public Nuisance
07-11-31-7012-00180-0420	JOSE & TERESA GARCIA	22	Barkley Lane	1501 ALGARDI AVENUE		Coral Gables	FL	33146	430.00	Public Nuisance
07-11-31-7013-00030-0200	Wael S. Karadsheh	56	Braddock Lane	P.O. Box 2012		Amman	Jordan	11181	750.00	Public Nuisance
07-11-31-7013-00190-0250	Theodore & Eva Graham	19	Bruning Lane	19 Bruning Lane		Palm Coast	FL	32137	615.00	Public Nuisance
07-11-31-7013-00200-0300	Margaret Bourke	95	Brunswick Lane	95 Brunswick Lane		Palm Coast	FL	32137	495.00	Public Nuisance

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07-11-31-7017-00010-0150	Francis & Gail Kelly	29	Boston Lane	104 Carriage Hill Drive	Newington	CT	06111	1,050.00	Public Nuisance	
07-11-31-7017-00010-0260	Wagdy Demian	51	Boston Lane	360 Tarek Et Gueish	Glen Alexandria	Egypt	21311	600.00	Public Nuisance	
07-11-31-7017-00010-0620	Yaicin & Gulgun Dincman	153	Boulder Rock Drive	28200 Fairmont Boulevard	Pepper Pike	OH	44124	300.00	Public Nuisance	
07-11-31-7017-00020-0300	Daniel & Barbara Palermo	57	Boulder Rock Drive	9285 Blackjack Lane	Rosewell	GA	30076	1,150.00	Public Nuisance	
07-11-31-7017-00070-0140	Jose Firueroa & Ayala Asuncion	214	Boulder Rock Drive	RR 11 Box 3645	Cerro Gordo	Bayamon	PR	00619	735.00	Public Nuisance
07-11-31-7019-00200-0060	Margaret & Joseph Lubertine	78	Waters Drive	8723 NE 310 Avenue	Salt Springs	FL	32134	800.00	Public Nuisance	
07-11-31-7020-00030-0100	Rodney & Pocahontas Clarke	11	Weymouth Lane	2754 Terrell Ridge Circle SE	Marietta	GA	20067	300.00	Public Nuisance	
07-11-31-7020-00040-0190	JAMES ZHENG	12	Webner Pl	141-15 CHERRY AVE #2	Flushing	NY	11350	\$550.00	Public Nuisance	
07-11-31-7020-00170-0050	John Kolibas	336	Wellington Drive	559 Wood Avenue	Edison	NJ	08820	500.00	Public Nuisance	
07-11-31-7021-00020-0220	FL PCM Holding LLC	29	Wellham Lane	29 Wellham Ln	Palm Coast	FL	32164	950.00	Public Nuisance	
07-11-31-7021-00050-0200	Genowefa & Franciszek Glodziak &	39	Wendy Lane	537 Dorchester Drive	River Valle	NJ	07675	600.00	Public Nuisance	
07-11-31-7021-00150-0010	Sharon & Warren Cobbs	137	Wellstone Drive	203-18 116 Avenue	St. Albans	NY	11412	1,190.00	Public Nuisance	
07-11-31-7022-00270-0480	Thomas & Georgia Douvikas	55	Westrobin Lane	1011 Highland Lane	Glenview	IL	60029	235.00	Public Nuisance	
07-11-31-7022-00280-0250	SMP Property Holdings LLC	45	Westridge Lane	2379 Beville Road	Daytona Beach	FL	32119	300.00	Public Nuisance	
07-11-31-7022-00360-0150	Daniel E & Aimee & Abigail Siegel	50	Westfield Lane	1224 Iran Bridge Drive	Mount Pleasant	SC	29466	960.00	Public Nuisance	
07-11-31-7023-00020-0110	Robert Swanson Trustee	128	Whispering Pine Drive	123 Evergreen Street	Sterling	VA	20164	400.00	Public Nuisance	
07-11-31-7023-00080-0130	Monica Perez	9	Whitcock Lane	9 Whitcock Lane	Palm Coast	FL	32164	165.00	Public Nuisance	
07-11-31-7023-00100-0080	James & Gertrude Banks	68	Whispering Pine Drive	3228 O Street S	Washington	DC	20020	975.00	Public Nuisance	
07-11-31-7023-00100-0080	Gertrude & James Banks	6	Whispering Pine Drive	3228 O Street S	Washington	DC	32164	165.00	Public Nuisance	
07-11-31-7023-00240-0270	Viktor & Olena Lysenko	13	Whittlesey Lane	36-09 Hillside Terrace	Fair Lawn	NJ	07410	400.00	Public Nuisance	
07-11-31-7023-00290-0250	Jose & Paula Goncalves C/O Fran C	30	White Star Drive	9645 Baymeadows Rd	Jacksonville	FL	32256	370.00	Public Nuisance	
07-11-31-7023-00400-0060	Slavik Minyaylo & Felix Epstein	24	White Hurst Lane	630 Race St	Cincinnati	OH	45202	230.00	Public Nuisance	
07-11-31-7023-00490-0080	Dulce Ravelo	18	White House Drive	5200 SW 97th Ave	Miami	FL	33165	300.00	Public Nuisance	
07-11-31-7023-00650-0050	Leblanc Georges chez Mme Charrux	111	Wheatfield Drive	9 Rue Marguerite	78180 Montigny	Le Bretonneux	France	400.00	Public Nuisance	
07-11-31-7024-00280-0100	Morris A Preston	31	Primrose Lane	31 Primrose Lane	Palm Coast	FL	32164	660.00	Public Nuisance	
07-11-31-7024-00290-0130	CHUNG KWOK FU	57	Price Ln	2 DUNLOP COURT	Commack	NY	11725	\$500.00	Public Nuisance	
07-11-31-7024-00360-0030	Yong Sun & Liu Jihong	73	Presidential Lane	1823 Big Horn Drive	Houston	TX	77090	900.00	Public Nuisance	
07-11-31-7024-00360-0050	Jean H Samuel	69	Presidential Lane	66 Woodmere Drive	Parlin	NJ	08859	300.00	Public Nuisance	
07-11-31-7024-00450-0080	Palm Coast Land Management LLC	29	Prairie Lane	7205 Pebblecreek Rd	West Bloomfield	MI	48322	500.00	Public Nuisance	
07-11-31-7024-00540-0210	Danilo S & Merlie C Guerrero	53	Providence Lane	545 Hastings Drive	Benicia	CA	94510	300.00	Public Nuisance	
07-11-31-7024-RP0CC-0000	MPC LOTS LLC		Right Of 33 Prattwood Ln	2379 BEVILLE RD	Daytona Beach	FL	32119	\$600.00	Public Nuisance	
07-11-31-7025-00030-0270	Big Floor LLC	2	Pleasant Lane	7512 Dr. Phillips Blvd.	Ste 50-180	Orlando	FL	32819	400.00	Public Nuisance
07-11-31-7025-00090-0050	Emil & Olga Feldman	16	Pebble Wood Lane	260 Ocean Pkwy Apt#5-M	Brooklyn	NY	11218	500.00	Public Nuisance	
07-11-31-7025-00090-0140	Dr Patricio Souza	46	Pebble Wood Lane	8 Constitution Way	Flamington	NJ	08822	530.00	Public Nuisance	
07-11-31-7025-00170-0070	Ivy Clark	8	Perch Place	620 Wekiza Crest Drive	Apopka	FL	32712	600.00	Public Nuisance	
07-11-31-7025-00440-0100	Amy Wolfe & James Diddle	56	Putter Drive	1616 Professional Circle	Ravenswood	WV	26164	215.00	Public Nuisance	
07-11-31-7025-00450-0330	Lawrence & Norine Hill	35	Putter Drive	3 Masters Court	Masphe	MA	02649	300.00	Public Nuisance	
07-11-31-7025-00470-0040	Alexander Gourin	64	Parkway Drive	64 Parkway Drive	Palm Coast	FL	32164	165.00	Public Nuisance	
07-11-31-7025-00580-0050	Joseph & Jenetta Taylor	226	Parkview Drive	PO Box 351551	Palm Coast	FL	32135	530.00	Public Nuisance	
07-11-31-7025-RP0J0-0000	MPC Lots LLC		Rear of 40 Perthshire Lane	2379 Beville Road	Daytona Beach	FL	32119	800.00	Public Nuisance	
07-11-31-7026-00010-0220	Louis Rastelli & Pablo Cancel	45	Pine Grove Drive	586 East 182nd St	Bronx	NY	10457	300.00	Public Nuisance	
07-11-31-7026-00010-0290	Haydee Britton-Forbes	34	Pine Hurst Lane	320 East 42nd St Apt 1304	New York	NY	10017	500.00	Public Nuisance	
07-11-31-7026-00020-0130	Cecylia Chaber	25	Pine Hurst Lane	155 E 4th St, Apt 9d	New York	NY	10009	300.00	Public Nuisance	
07-11-31-7026-00100-0140	Idalio Cancela	52	Pineland Lane	1167 St Louis Avenue	Hill Side	NJ	07205	1,300.00	Public Nuisance	
07-11-31-7026-00190-0310	Ramon Ortiz	32	Pine Crest Lane	30 Birchshire Lane	Palm Coast	FL	32137	1,990.00	Public Nuisance	
07-11-31-7026-00280-0380	Kenneth & Carolyn Dawidowicz	231	Pine Grove Drive	439 Bradford Pl	Bolingbrook	IL	60490	400.00	Public Nuisance	
07-11-31-7026-00400-0030	MAUNG PE THAN & SAO MYA	79	Pickering Drive	1061 SW 75TH AVENUE	Plantation	FL	33317	\$300.00	Public Nuisance	

2018 Tax Roll

07-11-31-7026-00430-0090	Hermilo Lopina	19	Pillory Lane	58 Summit Ave	Newark	NJ	07112	230.00	Public Nuisance	
07-11-31-7026-00550-0040	EDUARDO MEZA & SANDRA U	20	Pine Brook Drive	11 NORDEN PLACE, #L-4	Norwalk	CT	06855	\$300.00	Public Nuisance	
07-11-31-7026-00600-0130	John P. & Tonya Kegley	27	Pineash Lane	PO Box 4063	Cookeville	TN	38502	730.00	Public Nuisance	
07-11-31-7026-00640-0380	SMP Property Holdings LLC	37	Pinell Lane	2379 Beville Road	Daytona Beach	FL	32119	370.00	Public Nuisance	
07-11-31-7026-00660-0190	Suzanne M McCreery	10	Pinwheel Lane	4602 4th Road North	Arlington	VA	22203	600.00	Public Nuisance	
07-11-31-7026-00700-0100	Sarote Paul & Carolyn Sarote	52	Pittman Drive	54 Pittman Drive	Palm Coast	FL	32164	300.00	Public Nuisance	
07-11-31-7026-00760-0070	William D. Newman	16	Pittman Drive	16 Pittman Drive	Palm Coast	FL	32164	400.00	Public Nuisance	
07-11-31-7027-00080-0130	Reginald & Hilda Grey	37	Woodside Drive	1616 SW 149th Ave	Pembroke Pines	FL	33027	230.00	Public Nuisance	
07-11-31-7027-00270-0080	Robert Greene	27	Woodlawn Drive	27 Woodlawn Drive	Palm Coast	FL	32137	265.00	Public Nuisance	
07-11-31-7027-00430-0010	Robert Wadkins	46	Wood Center Lane	43 Wood Center Lane	Palm Coast	FL	32164	165.00	Public Nuisance	
07-11-31-7027-00560-0200	Elizabeth Blakney	34	Wood Amber Lane	37 Westmore Lane	Palm Coast	FL	32164	400.00	Public Nuisance	
07-11-31-7027-RP0K1-0000	MPC Lots LLC		Rear of 23 Wood Ash Lane	2379 Beville Road	Daytona Beach	FL	32119	500.00	Public Nuisance	
07-11-31-7028-00020-0070	M WEBER LLC	13	Philox Lane	94 CLUBHOUSE DR	DOUGLASVILLE	FL	32137	\$235.00	Public Nuisance	
07-11-31-7028-00690-0040	SYLVIA & JOHN SIDNEY	2	Poinette Pl	18 BURNING BUSH RD	Palm Coast	FL	32137	\$300.00	Public Nuisance	
07-11-31-7028-00110-0080	Joseph & Marilyn K Pacheco	46	Pony Express Drive	1056 Main Street S.	Apt. 22 B	Woodbury	CT	06798	500.00	Public Nuisance
07-11-31-7028-00120-0050	Mark & Gilda Demers	26	Ponderosa Lane	9942 N Sandree Dr	Citrus Springs	FL	34434	165.00	Public Nuisance	
07-11-31-7028-00120-0220	Paul P. & James P. Lo	9	Pontiac Lane	103 Stevens Avenue	Hempstead	NY	11550	500.00	Public Nuisance	
07-11-31-7028-00130-0090	Hua Yao Kung & Ming Jiar	18	Pontiac Lane	75 Butter Nut Lane	Basking Ridge	NJ	07920	1,400.00	Public Nuisance	
07-11-31-7028-00130-0100	Hua Yao Kung & Ming Jiar	16	Pontiac Lane	41-10 Bowne Street	Apt 7V	Flushing	NY	11355	500.00	Public Nuisance
07-11-31-7028-00130-0150	Mario, John, and Deivid Costa	6	Pontiac Lane	PO Box 351181	Palm Coast	FL	32135	300.00	Public Nuisance	
07-11-31-7028-00160-0270	Alberto Martos C/O Mercedes Mart	16	Poppy Lane	1723 Azalea Drive	N Brunswick	NJ	08902	860.00	Public Nuisance	
07-11-31-7028-00440-0240	Kazunhige & Mayako Takimoto % Sakai Trading new York Inc	9	Port Echo Lane	708 3rd Ave	New York	NY	10017	230.00	Public Nuisance	
07-11-31-7028-00670-0040	Lynette Chrysostom	118	Point of Woods Drive	8913 Avenue A	Brooklyn	NY	11236	700.00	Public Nuisance	
07-11-31-7028-00720-0190	Hyacinth Riley-Gordon	87	Point of Woods Drive	214-01 110th Ave	Queens Village	NY	11429	600.00	Public Nuisance	
07-11-31-7028-00780-0100	Igor & Yevgeniya Chugunov	7	Pointer Place	19217 Gatlin Dr	Gaithesburg	MD	20879	165.00	Public Nuisance	
07-11-31-7029-00150-0230	Tetiana Ursenko & Samoylenko Ya	39	Ryan Drive	1853 Cropsey Ave Apt 4	Brooklyn	NY	11214	230.00	Public Nuisance	
07-11-31-7029-00200-0070	CHERYL HAWRYLUK	51	Ryan Dr	124 CEDAR CREST CIRCLE	LAKE CITY	FL	32114	\$370.00	Public Nuisance	
07-11-31-7029-00200-0090	Rui Da Silva	55	Ryan Drive	922 Grand View Ave	Union	NJ	07083	300.00	Public Nuisance	
07-11-31-7029-00390-0170	Li Hua	33	Ryberry Drive	14407 Sandford Ave.	Apt. 3G	Flushing	NY	11355	300.00	Public Nuisance
07-11-31-7029-00520-0290	Elsa & Skender Isaku	27	Ryker Lane	37305 Ryan Road	Sterling Heights	MI	48310	800.00	Public Nuisance	
07-11-31-7029-00600-0250	James & Valerie Gentile	12	Ryall Lane	PO Box 1059	West Babylon	NY	11704	230.00	Public Nuisance	
07-11-31-7029-00610-0070	LEONARDO, MARIO & OMAR M	18	Ryberry Drive	880 E. 38TH STREET	Hialeah	FL	33013	\$1,000.00	Public Nuisance	
07-11-31-7029-00630-0110	Winder Vi LLC	49	Rybarbor Drive	18305 Biscayne Blvd.	Suite 400	Aventura	FL	33160	230.00	Public Nuisance
07-11-31-7029-00670-0170	Robert Piech	92	Rymshaw Dr	1082 Bloor St	Mississauga Ontar Canada	L4Y 2N		200.00	Public Nuisance	
07-11-31-7029-00690-0010	Peter & Christine Polo C/O Kenneth	26	Rymson Lane	32633 Natural Bridge Rd	Wesley Chapel	FL	33543	600.00	Public Nuisance	
07-11-31-7029-00760-0160	James Terrell Jr	32	Rymshaw Drive	1250 East 69th St	Chicago	IL	60637	235.00	Public Nuisance	
07-11-31-7029-RP0B3-0000	MPC Lots LLC		Rear of 61 Ryscliff Drive	2379 Beville Road	Daytona Beach	FL	32119	400.00	Public Nuisance	
07-11-31-7030-00060-0180	EQUITY TRUST CO FBO BRAD	36	Racmoor Dr	1 EQUITY WAY	valley Stream	OH	44145	\$400.00	Public Nuisance	
07-11-31-7030-00060-0210	Angelo & Yamilet Rodriguez	30	Racmoor Drive	501 74th Street Apt 1B	Miami Beach	FL	33141	500.00	Public Nuisance	
07-11-31-7030-00180-0090	Ignazio Amato	69	Raintree Place	5393 SW 90th Court	Miam	FL	33165	2,300.00	Public Nuisance	
07-11-31-7030-00310-0490	Svetlana & Oleksandr Kaplan	30	Radcliffe Drive	2730 W 33 St # 9-C	Brooklyn	NY	11224	230.00	Public Nuisance	
07-11-31-7030-00640-0070	William Bennett	2	Ranber Place	35 Woodhollow Lane	Palm Coast	FL	32164	200.00	Public Nuisance	
07-11-31-7030-00710-0030	Zeshan Khan	30	Ramblewood Drive	4119 14th Avenue S	Seattle	WA	98108	1,900.00	Public Nuisance	
07-11-31-7031-00110-0010	Funcoast Realty & Management LL	12	Ripley Lane	119 S Palmetto Ave	#154	Daytona Beach	FL	32114	600.00	Public Nuisance
07-11-31-7031-00380-0120	Milton Reed Jr & William Micael H	18	Richland Lane	18 Richland Lane	Palm Coast	FL	32164	825.00	Public Nuisance	
07-11-31-7031-00550-0040	Carleton Ellis III	7	Rivera Lane	5 Bray St	Gloucester	MA	01930	200.00	Public Nuisance	
07-11-31-7031-00570-0050	Elizabeth M Krawsek C/O Sandra A	56	Riviera Drive	2685 St Andrews Drive	Clearwater	FL	33761	235.00	Public Nuisance	

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07-11-31-7031-00580-0360	Yuriy & Polina Binder	31	Riverside Lane	239 Dunhams Corner Road		East Brunswick	NJ	08816	300.00	Public Nuisance
07-11-31-7031-00590-0010	Lloyd Washington	42	Riverside Lane	19 Sterling Place		Brooklyn	NY	11217	700.00	Public Nuisance
07-11-31-7032-00040-0140	Kenneth Panton	25	Round Thorn Drive	992 Summer Street	Apt 5B	Stanford	CT	06905	1,100.00	Public Nuisance
07-11-31-7032-00140-0190	Rolando & Haydee Stewart C/O Cri	4	Round Tree Drive	707 President St, Apt 432		Baltimore	MD	21202	230.00	Public Nuisance
07-11-31-7032-00330-0120	Luis & Setalynn Anderson	16	Rosepetal Lane	344 Old Plantation Dr		St. Augustine	FL	32086	300.00	Public Nuisance
07-11-31-7032-00420-0120	Eduardo Matos	2	Russell Drive	1919 McGraw Ave #11-B		Bronx	NY	10462	500.00	Public Nuisance
07-11-31-7032-00500-0230	Ramos Rene Ayala	9	Roxanne Lane	544 W 49th Street Apt 8		New York	NY	10019	230.00	Public Nuisance
07-11-31-7032-00650-0090	Miguel Alberto-Rodriguez & Carm	5	Rolling Sands Drive	812 Jose B Acevedo URB Los Maestros		Rio Piedras	PR	00923	500.00	Public Nuisance
07-11-31-7032-00660-0440	Vicki Shaw	43	Rolling Sands Drive	43 Rolling Sands Drive		Palm Coast	FL	32164	277.00	Public Nuisance
07-11-31-7032-00730-0270	Lorla Lock	15	Rolling Lane	13088 Troy Loop		Woodbridge	VA	22192	200.00	Public Nuisance
07-11-31-7032-00780-0240	Thomas McCarren	53	Rolling Fern Drive	PO Box 58462		Cincinnati	OH	45258	700.00	Public Nuisance
07-11-31-7032-00890-0080	MARIE ELIZABETH VILLANUE	8	Robin Hood Lane	850 N. DEWITT PLACE, APT 9A		Chicago	IL	60611	\$500.00	Public Nuisance
07-11-31-7033-00020-0030	Lena Morris & Clare Pinnock	14	Reine Place	PO Box 616		Odessa	FL	33556	230.00	Public Nuisance
07-11-31-7033-00140-0020	Marita Guzman	74	Red Mill Drive	38 Carolyn Court	Apt 906	Lake Zurich	IL	60047	600.00	Public Nuisance
07-11-31-7033-00190-0030	Eda B Martin	48	Regency Drive	120-7C Erskine Place		Bronx	NY	10475	2,025.00	Public Nuisance
07-11-31-7033-00240-0100	Hazel A Port C/O Walcutt	2	Reybury Lane	PO Box 69		Esopus	NY	12429	330.00	Public Nuisance
07-11-31-7033-00340-0180	Jessica Ferrari Cineas	14	Red Barn Drive	3805 Avenue Des Cerisiers		Brossard Quebec	Canada	J4Z3W	500.00	Public Nuisance
07-11-31-7033-00410-0150	PRABHA SATHY, TRUSTEE	51	Renshaw Drive	7115 NORTH HAMLIN		Lincolnwood	IL	60645	\$200.00	Public Nuisance
07-11-31-7033-00480-0250	American Estate&Trust FBO John	13	Renn Lane	6900 Westcliff Dr. Ste 603		Las Vegas	NV	89145	300.00	Public Nuisance
07-11-31-7034-00600-0020	Johann & Ruth Kurzawe	12	Ellwood Lane	Mosehuf 61 56073 Koblenz		GERMANY			300.00	Public Nuisance
07-11-31-7034-00860-0020	Elizabeth Thuy-Tien Nguyen	115	Evans Drive	15 N Highland Street		Arlington	VA	22201	1,200.00	Public Nuisance
07-11-31-7034-00910-0180	BANK OF NEW YORK	20	Ethel Lane	3217 S DECKER LAKE DRIVE		SALT LAKE CIT	UT	84118	165.00	Public Nuisance
07-11-31-7034-01160-0030	Lucien Pirard	18	Edgely Place	10 Bruyere Des Berlus	B-1472	Vieux Genappe	Belgium		200.00	Public Nuisance
07-11-31-7034-01290-0120	Chuck & Shi Fun Lam Yee	69	Edward Drive	6 Shuman Circle		Newton	MA	02459	500.00	Public Nuisance
07-11-31-7034-01310-0310	Philippe Jacques De Coster	83	Edward Drive	326 Avenue Brugmann		1180 Brussels	BELGIUM		900.00	Public Nuisance
07-11-31-7034-01600-0010	Edward Velasco	206	Eric Drive	2849 W Dickens		Chicago	IL	60647	300.00	Public Nuisance
07-11-31-7035-00050-0020	Lewis E III & Sandra Showers	18	Burning Place	18 Burning Pl		Palm Coast	FL	32137	330.00	Public Nuisance
07-11-31-7035-00070-0150	Pedro Jr & Norma Dannug	36	Bird of Paradise Dr	436 S Nova Rd	Lot #52	Ormond Beach	FL	32174	300.00	Public Nuisance
07-11-31-7035-00160-0020	Leonid Tserlin	92	Burning Bush Drive	6309 23rd Ave, Apt E6		Brooklyn	NY	11204	400.00	Public Nuisance
07-11-31-7035-00160-0080	Chi Mei Chan	80	Burning Bush Drive	2020 W 8th Street	1st Pl	Brooklyn	NY	11223	500.00	Public Nuisance
07-11-31-7035-00230-0320	Nelia Obenra, c/o Diana Obenra-Li	29	Burnaby Lane	1394 Bay Street		Staten Island	NY	10305	400.00	Public Nuisance
07-11-31-7035-00460-0070	Vadim Danilov	8	Bunker View Place	430 Ocean Pkwy.	Apt. 3G	Brooklyn	NY	11218	235.00	Public Nuisance
07-11-31-7035-00680-0060	Curtis Danzy Jr, Trustee	92	Buttonworth Drive	3414 W Arthington Street		Chicago	IL	60624	235.00	Public Nuisance
07-11-31-7035-00680-0100	Erlynn A Ardanas	84	Buttonworth Drive	1427 Good Ave		Park Ridge	IL	60068	235.00	Public Nuisance
07-11-31-7035-00700-0210	JAMES DUSSIAS	98	Burbank Dr	3635 SHAGBARK LN		Glen Ellyn	IL	60137	\$370.00	Public Nuisance
07-11-31-7035-01450-0110	FunCoast Realty & Management LI	195	Birchwood Drive	119 S Palmetto Ave.	#154	Daytona Beach	FL	32114	300.00	Public Nuisance
07-11-31-7035-01630-0080	ISB Construction	68	Birchwood Drive	107 Burroughs Drive		Palm Coast	FL	32137	230.00	Public Nuisance
07-11-31-7035-RP0E3-0000	MPC Lots LLC		Left of 22 Burnside Dr	2379 Beville Road		Daytona Beach	FL	32119	630.00	Public Nuisance
07-11-31-7037-00720-0100	Wilmington Savings Fund Society C	22	Lindsay Drive	2900 W Cypress Creek Rd	Ste 6	Fort Lauderdale	FL	33309	160.00	Public Nuisance
07-11-31-7037-00980-0050	Pamela Broadwood	6	Lake Place	63 Dee Banks		Chester, Nova Sco	Canada		1,100.00	Public Nuisance
07-11-31-7037-RP0G3-0000	MPC Lots LLC	46	Lancelot	2379 Beville Road		Daytona Beach	FL	32119	300.00	Public Nuisance
07-11-31-7057-00050-0180	Noel Hutchinson C/O Simone Basu	25	Utrillo Place	109 Lowry Crescent		Micham Surry	ENGLA	CR43N	500.00	Public Nuisance
07-11-31-7057-00110-0070	Ricardo Eugene Havill	10	Uvide Place	2832 NW 41 Place		Gainesville	FL	32605	400.00	Public Nuisance
07-11-31-7057-00200-0140	Genevieve & Elvira Corrales	9	Utherleaf Court	95 Main Street	Apt. 2E	Sayreville	NJ	09972	400.00	Public Nuisance
07-11-31-7057-00500-0030	Mastropietro Kryatle	18	Unicorn Court	P.O. Box 2152		Pawtucket	RI	02861	1,330.00	Public Nuisance
07-11-31-7057-00670-0160	Teresa & William San Ramon	21	Ulster Court	78 Ramblewood Drive		Palm Coast	FL	32164	370.00	Public Nuisance
07-11-31-7057-00870-0080	Antonio & Gisela Creagh	59	Ullian Trail	8 White Oak Ridge Rd		Glen Hardner	NJ	08826	230.00	Public Nuisance

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07-11-31-7058-00110-0060	SW Property Holdings LLC		Right of 11 Seven Oaks Pl	2379 Beville Road	Daytona Beach	FL	32119	635.00	Public Nuisance
07-11-31-7058-00390-0020	De Garcia Haydee Maradey Et Al S	4	Sern Court	Resid Dana, Apto 2A, 2 Piso 2/ Ave, Entre 3y4 Trans Los Palos Grande	Venezuela			330.00	Public Nuisance
07-11-31-7058-00520-0130	Haydee Maradey DE Garcia & San	9	Sedan Place	Resid Dana, Apto 2A, 2 Piso 2/ Entre 374 Transv Uri Caracas	Venezuela			235.00	Public Nuisance
07-11-31-7059-00060-0030	Tannous Jean Pierre	5	Sca Trail	PO Box 21816	Dubai	UAE		670.00	Public Nuisance
07-11-31-7059-00230-0230	Adcilson Reis	41	Seaton Valley Path	30 Bush Ave	Port Chester	NY	10573-:	230.00	Public Nuisance
07-11-31-7059-00240-0350	SW Property Holdings LLC	15	Seathorn Path	2379 Beville Rd	Daytona Beach	FL	32119	700.00	Public Nuisance
07-11-31-7059-00240-0390	SW Property Holdings LLC	23	Seathorn Path	2379 Beville Rd	Daytona Beach	FL	32119	300.00	Public Nuisance
07-11-31-7059-00250-0060	Celeste & Jose Serrano	38	Seathorne Path	438 Poplar Street	Lancaster	PA	17603	235.00	Public Nuisance
07-11-31-7059-00320-0090	Joyce Ann Mastrangelo	131	Sca Trail	310 N Delaware Ave	No Massapequa	NY	11758	300.00	Public Nuisance
07-11-31-7059-00740-0030	Eric Opurt & Michelle Dulaney	5	Seward Trail W	5 Seward Trail West	Palm Coast	FL	32164	330.00	Public Nuisance
07-11-31-7060-00080-0060	Maronda Homes Inc	34	Shumber Path	5220 Shad Road Ste 202	Jacksonville	FL	32257	700.00	Public Nuisance
07-11-31-7060-00240-0040	John & Marion Fusco	12	Slippery Rock Place	3106 Wissman Avenue	Bronx	NY	10465	500.00	Public Nuisance
07-11-31-7060-00260-0010	SW Property Holdings LLC		Left of 8 Slocum Path	2379 Beville Road	Daytona Beach	FL	32119	230.00	Public Nuisance
07-11-31-7060-00260-0030	Palm Coast Land Management LLC	6	Slocum Path	7205 Pebblecreek Road	West Bloomfield	MI	48322	360.00	Public Nuisance
07-11-31-7060-00270-0120	Wjh LLC	34	Slocum Path	3300 Battleground Avenue STE 230	Greensboro	NC	27410	700.00	Public Nuisance
07-11-31-7060-00420-0170	RUBY & DOREEN IRONS	13	Squadron Place	18 Rame Close	London	ENGLA SW18 3		\$350.00	Public Nuisance
07-11-31-7060-00420-0190	SCOTT & TRACIE BARNETT	17	Squadron Place	53 OLD SELDEN STAGE ROAD	Selden	NY	11784	\$600.00	Public Nuisance
07-11-31-7063-00020-0080	Sun State Custom Builder	6	Zorlou Court	946 Shadick Dr	Orange City	FL	32763	435.00	Public Nuisance
07-11-31-7063-00030-0210	Jennifer Clarke	9	Zoffler Court	7605 Glenwood Rd	Brooklyn	NY	11236	400.00	Public Nuisance
07-11-31-7063-00130-0050	John & Virginia Greene	11	Zodiacal Place	1172 Nathan Drive	Coulmbus	OH	43204	435.00	Public Nuisance
07-11-31-7063-00130-0070	7 Zociacal Place Trust	7	Zodiacal Place	PO Box 692	Interlachen	FL	32148	660.00	Public Nuisance
07-11-31-7063-00160-0030	Philip Classi C/O John Marino	20	Zonal Geranium Court	4 Greenway	Roslyn	NY	11576	400.00	Public Nuisance
07-11-31-7063-00320-0010	Cathy Clayton	14	Zammer Court	14 Zammer Ct	Palm Coast	FL	32164	495.00	Public Nuisance
07-11-31-7063-00620-0010	Maria Susi-Cenko Trustee	26	Zephyr Lily Trail	1973 Bayswater Dr	Columbus	OH	43235	750.00	Public Nuisance
07-11-31-7063-00740-0190	Kenneth L. Vanderschaaf	18	Zealand Place	18 Zealand Place	Palm Coast	FL	32164	660.00	Public Nuisance
07-11-31-7064-00050-0060	Aliena T Gianan	29	Lloshire Path	2329 N Merimac	Chicago	IL	60639	370.00	Public Nuisance
07-11-31-7064-00130-0109	Carlos A & Maria A Ramos	10	Rolland Lane	230 Somersset Street	W Hartford	CT	06110	1,500.00	Public Nuisance
07-11-31-7064-00200-0110	FLAGLER PCP LLC		Left OF 2 Lloleeta Path	7287 WILSON BLVD	Jacksonville	FL	32210	\$300.00	Public Nuisance
07-11-31-7064-00210-0120	Edward C Leonard	6	Lloshire Path	755 N Ridgewood Ave.	Ormond Beach	FL	32174	300.00	Public Nuisance
07-11-31-7064-00220-0010	Deborah Winker	17	Lloshire Path	7716 Ligonier Court	Orlando	FL	32819	330.00	Public Nuisance
07-11-31-7064-00320-0060	Joseph & Mroseanna M. Maffei	23	Llestone Path	2 W Baybrook Lane	Oak Brook	IL	60523	300.00	Public Nuisance
07-11-31-7064-RPOC5-0000	MPC LOTS LLC		Rear Or 9 Llowick Court	2379 Beville Road	Daytona Beach	FL	32119	\$300.00	Public Nuisance
07-11-31-7065-00120-0030	Artur & Galina Yashayeva	4	Kafan Court	6400 Winderest Drive Apt 321	Plano	TX	75024	800.00	Public Nuisance
07-11-31-7065-00150-0050	Marjorie Abbott	20	Kashmir Trail	PO Box 305498 Pnh 253	St. Thomas	USVI	00803	300.00	Public Nuisance
07-11-31-7065-00180-0180	Ourania Pappas	85	Kashmir Trail	650 78th St	Brooklyn	NY	11209	200.00	Public Nuisance
07-11-31-7065-00300-0060	MICHELLE MIGUEL	11	Kaywood Place	PO BOX 51242	New Bedford	MA	51242	\$600.00	Public Nuisance
07-11-31-7065-00400-0050	Kan-Lin Yen c/o Christine Chen	49	Kathleen Trail	415 E. North Water Street #1101	Chicago	IL	60611	1,200.00	Public Nuisance
07-11-31-7081-00230-0170	Doris L Wanmaker	48	Blakemore Drive	2863 Hunter Mill Rd	Oakton	VA	22124	660.00	Public Nuisance
20-12-31-0650-000A0-0012	JTL Grand Landings Development LLC		Rear of 6 Llosee Court	16475 Dallas Parkway Suite 1600	Dallas	TX	75248	600.00	Public Nuisance
29-10-31-5540-00000-0680	Marlborough Pension Trustees Limi	22	Sabal Bend	Albert House South Esplanade	St Peter Port	Guernse GY13A		800.00	Public Nuisance

\$120,676.00

CITY OF PALM COAST, FLORIDA

**NUISANCE ABATEMENT
FINAL ASSESSMENT RESOLUTION**

ADOPTED _____

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RESOLUTION 2018-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, RELATING TO NUISANCE ABATEMENT WITHIN THE INCORPORATED AREA OF THE CITY; AMENDING THE INITIAL ASSESSMENT RESOLUTION; PROVIDING AUTHORITY AND DEFINITIONS; CREATING THE NUISANCE ABATEMENT SERVICE AREA; CONFIRMING THE INITIAL ASSESSMENT RESOLUTION; APPROVING THE NUISANCE ABATEMENT ASSESSMENT ROLL; PROVIDING FOR THE IMPOSITION OF THE NUISANCE ABATEMENT ASSESSMENTS; PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM ASSESSMENT COLLECTION ACT; PROVIDING FOR THE EFFECT OF THIS RESOLUTION; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Palm Coast (the “City”) adopted Ordinance No. 2010-03 on March 2, 2010, to provide for the imposition of special assessments for nuisance abatement which benefit property within the Assessment Area; and

WHEREAS, on July 17, 2018, the City Council adopted Resolution 2018-88 (the “Initial Assessment Resolution”) proposing the creation of the Nuisance Abatement Service Area, describing the method of assessing the Nuisance Abatement Assessed Cost against the real property that will be specially benefitted thereby, and directing preparation of the Nuisance Abatement Roll and the provision of the notices required by law; and

WHEREAS, pursuant to the provisions of law, the City Council is required to confirm or repeal the Initial Assessment Resolution with such amendments as the City Council deems appropriate after hearing comments and receiving objections of all interested parties; and

WHEREAS, the Assessment Roll has been filed with the City Manager or his designee, as required by law; and

WHEREAS, as required by law, notice of a public hearing has been published and mailed to each property owner proposed to be assessed notifying such property

owner of the opportunity to be heard concerning the assessments; the proof of publication and an affidavit of mailing are attached hereto as Appendices A and B respectively; and

WHEREAS, a public hearing has been duly held on August 21, 2018, and comments and objections of all interested persons have been heard and considered as required by law.

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

SECTION 1. AUTHORITY. This Final Assessment Resolution is adopted pursuant to law, the Initial Assessment Resolution, as amended herein, Chapter 166, Florida Statutes, Article VIII, Section 2, Florida Constitution, and other applicable provisions of law.

SECTION 2. DEFINITIONS. This Resolution is the Final Assessment Resolution. All capitalized terms in this Final Assessment Resolution shall have the meanings defined in the Initial Assessment Resolution, as amended herein.

SECTION 3. CREATION OF ASSESSMENT AREAS.

(A) The Nuisance Abatement Service Area is hereby created as an Assessment Area to include all property described in Section 2.01(A) and Appendix A to the Initial Assessment Resolution.

(B) The Nuisance Abatement Service Area is hereby created as an Assessment Area to include all property described in Section 2.01(A) of the Initial Assessment Resolution.

SECTION 4. CONFIRMATION OF INITIAL ASSESSMENT RESOLUTION.

The Initial Assessment Resolution, as amended herein, is hereby ratified and confirmed.

SECTION 5. APPROVAL OF ASSESSMENT ROLL. The Nuisance Abatement Assessment Roll, which is currently on file in the office of the City Manager of his designee, is hereby approved.

**SECTION 6. IMPOSITION OF ASSESSMENTS TO FUND
NUISANCE ABATEMENT.**

(A) The Tax Parcels described in the Nuisance Abatement Assessment Roll are hereby found to be specifically benefitted by the provision of the Nuisance Abatement services and programs in the amount of the Nuisance Abatement Assessment set forth in the Nuisance Abatement Assessment Roll.

(B) For the Fiscal Year commencing October 1, 2018, the estimated Nuisance Abatement Assessed Cost for the Nuisance Abatement Service Area shall be calculated and apportioned based upon the actual cost of Nuisance Abatement. The costs as set forth in the Initial Assessment Resolution in Section 2.05 are hereby approved and found to be a fair and reasonable method of assessing the costs for the benefitted properties.

(C) The Nuisance Abatement Assessments as set forth in the Initial Assessment Resolution are hereby levied and imposed on all Tax Parcels described in the Nuisance Abatement Assessment Roll for the Fiscal Year commencing October 1, 2018.

(D) Upon adoption of this Final Assessment Resolution, the Nuisance Abatement Assessments shall constitute a lien against the assessed properties equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims until paid. The lien shall be deemed perfected upon adoption by the City Council of this Final Assessment Resolution and shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

SECTION 7. COLLECTION OF ASSESSMENTS.

(A) The Nuisance Abatement Assessments shall be collected pursuant to the Uniform Assessment Collection Act.

(B) Upon adoption of this Final Assessment Resolution, the City Manager or his/her designee shall cause the certification and delivery of the Assessment Roll to the

Tax Collector by September 15, in the manner prescribed by the Uniform Assessment Collection Act. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

SECTION 8. EFFECT OF FINAL RESOLUTION. The adoption of this Final Assessment Resolution shall be the final adjudication of the issues presented herein and in the Initial Assessment Resolution (including, but not limited to, the method by which the Assessments are computed, the Nuisance Abatement Assessment Roll, the terms for prepayment of the Assessments, the levy and lien of the Assessments, and the special benefit to assessed property) unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the City Council action on this Final Assessment Resolution.

SECTION 9. SEVERABILITY. The provisions of this Initial Assessment Resolution are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Nuisance Abatement Initial Assessment Resolution shall not be affected thereby.

SECTION 10. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 21st day of August 2018.

ATTEST:

CITY OF PALM COAST

Virginia A. Smith, City Clerk

Milissa Holland, Mayor

Approved as to form and legality:

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

Attachments: Appendix A – Proof of Publication
Appendix B – Affidavit of Mailing
Appendix C – Form of Certificate to Non-Ad Valorem Assessment Roll

APPENDIX A
PROOF OF PUBLICATION

APPENDIX B
AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared JIM LANDON, who, after being duly sworn, depose and say:

1. Jim Landon, as City Manager of the City of Palm Coast, Florida (the “City”), pursuant to the Non-Ad Valorem Assessment Program for Nuisance Abatement Improvements, the authority and direction received from the City Council, timely directed the preparation of the Nuisance Assessment Roll, and the preparation, mailing, and publication of notices in accordance with law and in conformance with the Nuisance Abatement Initial Assessment Resolution adopted by the City Council on July 17, 2018 (the “Initial Assessment Resolution”).

2. Barbara Grossman is the Code Enforcement Manager for the City of Palm Coast. Barbara Grossman has caused the required notices required by the Assessment Ordinance to be prepared in conformance with the Initial Assessment Resolution. An exemplary form of such notice is attached hereto. Barbara Grossman has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the total revenue the City expects to collect by the assessment, a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title, a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

3. On or before July 25, 2018, Barbara Grossman directed the mailing of the above-referenced notices by Bill Wry, in accordance with the Initial Assessment Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by Flagler County Property Appraiser for the purpose of the levy and collection of ad valorem taxes. Notice to property owners receiving multiple individual notices were mailed, or caused to be mailed by Barbara Grossman on or before July 25, 2018.

FURTHER, AFFIANTS SAYETH NOT.

Jim Landon, City Manager, Affiant

Barbara Grossman, Affiant
Code Enforcement Manager

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing Affidavit of Mailing was sworn to and subscribed before me this _____ day of _____, 2018, by Jim Landon, City Manager of the City of Palm Coast, Florida, who is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing Affidavit of Mailing was sworn to and subscribed before me this _____ day of _____, 2018, by Barbara Grossman, as Code Enforcement Manager of the City of Palm Coast, Florida, who is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC
My commission expires: _____

FORM OF NOTICE MAILED TO PROPERTY OWNERS

*** * * * * NOTICE TO PROPERTY OWNER * * * * ***

City of Palm Coast
160 Cypress Point Parkway
Palm Coast, FL 32164

Owner Name
Address
City, State Zip

CITY OF PALM COAST, FLORIDA

NOTICE OF HEARING
TO IMPOSE AND PROVIDE FOR
COLLECTION OF NUISANCE ABATEMENT
NON-AD VALOREM ASSESSMENTS

NOTICE DATE: _____

Tax Parcel # _____

Legal Description: _____

*You are receiving this letter because the City has performed nuisance abatement services on your property and expended public funds, and the City and taxpayers are entitled by law to be reimbursed.

As required by Section 197.3632, Florida Statutes, and Ordinance No. 2010-03, notice is given by the City of Palm Coast that an assessment for nuisance abatement services, facilities, and programs may be levied on your property for the assessment period of October 1, 2018 - September 30, 2019 and future Fiscal Years. The purpose of this assessment is to fund nuisance abatement services within the City of Palm Coast. The total nuisance abatement assessment revenue to be collected within the City of Palm Coast is estimated to be \$_____ for the Fiscal Year beginning October 1, 2018. The assessment for each parcel or property will be based upon each parcel's location, classification, and the total number of Equivalent Residential Units attributable to that parcel.

The above parcel is classified as _____.

The total number of billing units on the above parcel is _____.

The type of billing units on the above parcel is _____.

The nuisance abatement assessment for the above parcel is \$_____ for the Fiscal Year beginning October 1, 2018.

A public hearing will be held at 6:30 p.m., or as soon thereafter as can be heard, on August 21, 2018 in the Community Wing of City Hall, 160 Lake Ave, Palm Coast,

Resolution 2018-_____

Florida, for the purpose of receiving public comment on the proposed assessments. You and all other affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceeding and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City of Palm Coast City Clerk at (386) 986-3713, at least 48 hours prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the City Council action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Nuisance Abatement Ordinance (Ordinance No. 2010-03), the Resolution (Resolution No. 2010-168), the Nuisance Abatement Initial Assessment Resolution (Resolution No. 2018-88) and the preliminary Nuisance Abatement Assessment Roll are available for inspection in the City of Palm Coast, Community Development Department, located at 160 Lake Avenue, Palm Coast, Florida.

Both the non-ad valorem assessment amount shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November of each year the assessment is imposed. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title. **The City of Palm Coast must receive payment by AUGUST 17, 2018 to avoid this payment being collected on your ad valorem tax bill for 2018. “Please send all payments to CODE ENFORCEMENT – CITY OF PALM COAST – 160 LAKE AVENUE – PALM COAST, FL to ensure that your payment is applied to the correct invoice(s).”**

If there is a mistake on this notice, it will be corrected. If you have any questions, please visit our website www.palmcoastgov.com, under Proposed Nuisance Abatement Assessment, for additional information and frequently asked questions or contact the City of Palm Coast Community Development Department at (386) 986-3764, Monday through Friday between 8:00 a.m. and 5:00 p.m.

*** * * * * THIS IS NOT A BILL * * * * ***

**APPENDIX C
FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL
--

I, the undersigned, hereby certify that I am the Mayor of the City of Palm Coast, Florida, or authorized agent of the City of Palm Coast located in Flagler County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as a part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

IN WITNESS WHEREOF, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll, this ____ day of _____, 2018.

CITY OF PALM COAST, FLORIDA

By: _____
Printed Name: Milissa Holland
Title: Mayor
Flagler County, Florida

Resolution 2018-_____
Page 12 of 12

City of Palm Coast, Florida

Agenda Item

Agenda Date : 08/21/2018

Department	CITY CLERK	Amount
Item Key	3992	Account
Subject	RESOLUTION 2018-XX APPROVING THE OLD KINGS ROAD SPECIAL ASSESSMENT ROLL TO BE TRANSMITTED TO THE FLAGLER COUNTY TAX COLLECTOR	
Background : <u>UPDATE FROM THE AUGUST 14, 2018 WORKSHOP</u> This item was heard by City Council at their August 14, 2018 Workshop. There were no changes suggested to this item. <u>ORIGINAL BACKGROUND FROM THE AUGUST 14, 2018 WORKSHOP</u> The Old Kings Road Special Assessment District was established by Ordinance 2005-10 in order to provide a funding mechanism, through property tax assessments, to fund four-laning improvements to Old Kings Road from Palm Coast Parkway to SR 100. This Resolution provides for the annual assessment roll to be included on the 2018 Real Estate Tax Bills to be issued in October/November 2018.		
Recommended Action : Adopt Resolution 2018-xx approving the Old Kings Road Special Assessment roll to be transmitted to the Flagler County Tax Collector.		

RESOLUTION 2018-____
OLD KINGS ROAD SPECIAL ASSESSMENT

A RESOLUTION OF THE CITY COUNCIL OF PALM COAST, FLORIDA, APPROVING THE FISCAL YEAR 2018-19 NON-AD VALOREM ASSESSMENT ROLL FOR THE OLD KINGS ROAD SPECIAL ASSESSMENT DISTRICT; DIRECTING CERTIFICATION OF THE ASSESSMENT ROLL TO THE FLAGLER COUNTY TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. This resolution of the City Council (the "City Council") of the City of Palm Coast, Florida (the "City") is adopted pursuant to City Ordinance No. 2005-10 (as amended and supplemented from time to time, and particularly as supplemented by Ordinance No. 2008-09, the "Assessment Ordinance"), City Resolution Nos. 2008-97, 2009-01 and 2013-77 (collectively, the "Assessment Resolutions"), Sections 166.021, 166.041 and 197.3632, Florida Statutes, and other applicable provisions of law.

SECTION 2. DEFINITIONS. This Resolution is the Annual Assessment Resolution for the Old Kings Road Special Assessment District (the "District") for the Fiscal Year commencing October 1, 2018 ("Fiscal Year 2018-19"). All capitalized terms not otherwise defined herein shall have the meanings defined in the Assessment Ordinance and the Assessment Resolutions.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared as follows:

(A) The City Council adopted the Assessment Resolutions to provide for the construction of certain improvements to Old Kings Road within the Old Kings Road Special Assessment District and the funding of such improvements through

Assessments imposed upon the real property specially benefited thereby.

(B) As provided in the Assessments Resolutions, any Assessment which is not paid in full at the option of the property owner shall be collected in not more than thirty (30) annual installments in accordance with the Uniform Assessment Collection Act which authorizes collection of non-ad valorem assessments on the annual property tax bill mailed by the Tax Collector each November.

(C) Pursuant to Section 2.08 of the Assessment Ordinance, the City Council is required to adopt an Annual Assessment Resolution during its budget adoption process each year to approve the list of Tax Parcels subject to the Assessments and the dollar amount of the annual installment to be collected on the forthcoming property tax bill (the "Assessment Roll").

(D) The City Council wishes to hereby approve the Fiscal Year 2018-19 Assessment Roll for the Old Kings Road Special Assessment District and to direct certification of same to the Tax Collector for collection of the annual installments of the Assessments on the property tax bill to be mailed in November, 2018.

(E) The Assessments are imposed by the City Council, not the Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed solely as ministerial.

SECTION 4. APPROVAL AND CERTIFICATION OF ASSESSMENT ROLL.

(A) The Fiscal Year 2018-19 Assessment Roll for the Old Kings Road Special Assessment District, a copy of which is file with the City Clerk and incorporated herein by reference, is hereby confirmed and approved.

(B) The City Manager is hereby authorized and directed to certify the foregoing Assessment Roll to the Tax Collector prior to September 15, 2018. The Assessment Roll as delivered to the Tax Collector shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as

Appendix A.

SECTION 5. SEVERABILITY. If any clause, section, or other part of this resolution shall be held by any court of competent jurisdiction unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affects the validity of the other provisions in this resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this 21st day of August, 2018.

ATTEST

CITY OF PALM COAST, FLORIDA

Virginia A. Smith, City Clerk

Milissa Holland, Mayor

**APPENDIX A - FORM OF
CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that I am the City Manager or authorized agent of Palm Coast, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the Old Kings Road Special Assessment District (the "Non-Ad Valorem Assessment Roll") is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Flagler County Tax Collector by September 15, 2018.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Flagler County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this ____ day of _____ 2018.

PALM COAST, FLORIDA

By: _____
Authorized Agent

Current Owner	Tax Parcel ID #	Mailing Street Address	Mailing City, State, Zp	Units	Annual Assessment
MAN 110, LLC	18113157000000000A0	4370 La Jolla Village Drive, #650	San Diego, CA 92122	1.420	\$650.36
MAN 110, LLC	1811315700000000010	4370 La Jolla Village Drive, #650	San Diego, CA 92122	3.820	\$1,749.56
MAN 110, LLC	1811315700000000020	4370 La Jolla Village Drive, #650	San Diego, CA 92122	2.880	\$1,319.04
MAN 110, LLC	1811315700000000030	4370 La Jolla Village Drive, #650	San Diego, CA 92122	2.760	\$1,264.08
MAN 110, LLC	1811315700000000040	4370 La Jolla Village Drive, #650	San Diego, CA 92122	3.400	\$1,557.20
MAN 110, LLC	1811315700000000050	4370 La Jolla Village Drive, #650	San Diego, CA 92122	3.820	\$1,749.56
MAN 110, LLC	1811315700000000060	4370 La Jolla Village Drive, #650	San Diego, CA 92122	3.950	\$1,809.10
MAN 110, LLC	1811315700000000070	4370 La Jolla Village Drive, #650	San Diego, CA 92122	4.310	\$1,973.98
MAN 110, LLC	1811315700000000080	4370 La Jolla Village Drive, #650	San Diego, CA 92122	3.810	\$1,744.98
FLAGLER PIONEER GROUP LLC	0512310000010100000	1425 Ocean Shore Blvd, Unit 901	Ormond Beach , FL 32176	0.910	\$416.78
FLAGLER PIONEER GROUP LLC	3912310000010100055	1425 Ocean Shore Blvd, Unit 901	Ormond Beach , FL 32176	3.500	\$1,603.00
FLAGLER PIONEER GROUP LLC	3912310000010100056	1425 Ocean Shore Blvd, Unit 901	Ormond Beach , FL 32176	28.000	\$12,824.00
FLAGLER PIONEER GROUP LLC	0912310000020100014	1425 Ocean Shore Blvd, Unit 901	Ormond Beach , FL 32176	6.300	\$2,885.40
FLAGLER PIONEER GROUP LLC	0412310000040300014	1425 Ocean Shore Blvd, Unit 901	Ormond Beach , FL 32176	25.710	\$11,775.18
HEARTWOOD 4 LLC	0412310000040300000	401 East Las Olas Blvd, Suite 800	Fort Lauderdale, FL 33301	51.060	\$23,385.48
HEARTWOOD 4 LLC	3912310000010100050	401 East Las Olas Blvd, Suite 800	Fort Lauderdale, FL 33301	121.030	\$55,431.74
HEARTWOOD 4 LLC	4012310000010100010	401 East Las Olas Blvd, Suite 800	Fort Lauderdale, FL 33301	70.090	\$32,101.22
RACETRAC PETROLEUM INC	3912313380000000080	200 Galleria Pkwy Ste 900	Atlanta, GA 30339	3.216	\$1,472.93
HILL INVESTMENT ASSOCIATES LLLP	3912313380000000090	1840 Brandon Hall Drive	Dunwoody, GA 30350	1.045	\$478.61
Gc Wen FL LLC	3912313380000000100	133 Sevilla Ave	Coral Gables, FL 33134	1.045	\$478.61
KINGS POINTE DEVELOPERS LLC	3912313380000000010	1425 Ocean Shore Blvd, Unit 901	Ormond Beach , FL 32176	1.280	\$586.24
KINGS POINTE DEVELOPERS LLC	3912313380000000020	1425 Ocean Shore Blvd, Unit 901	Ormond Beach , FL 32176	1.070	\$490.06
KINGS POINTE OFFICES LLC	3912313380000000030	151 Southhall Lane, #300	Maitland, FL 32751	1.067	\$488.69
KINGS POINTE DEVELOPERS LLC	3912313380000000040	1425 Ocean Shore Blvd, Unit 901	Ormond Beach , FL 32176	1.070	\$490.06
KINGS POINTE DEVELOPERS LLC	3912313380000000050	1425 Ocean Shore Blvd, Unit 901	Ormond Beach , FL 32176	1.070	\$490.06
KINGS POINTE DEVELOPERS LLC	3912313380000000060	1425 Ocean Shore Blvd, Unit 901	Ormond Beach , FL 32176	1.150	\$526.70
KINGS POINTE DEVELOPERS LLC	39123133800000000110	1425 Ocean Shore Blvd, Unit 901	Ormond Beach , FL 32176	1.889	\$865.16
KINGS POINTE DEVELOPERS LLC	39123133800000000120	1425 Ocean Shore Blvd, Unit 901	Ormond Beach , FL 32176	4.640	\$2,125.12
LA JOLLA COVE LLC & SPAN LLC	2911310000010100061	1 Mauchly	Irvine, CA 92618	14.700	\$6,732.60
LA JOLLA COVE LLC & SPAN LLC	3211310000010100021	1 Mauchly	Irvine, CA 92618	8.620	\$3,947.96
Palm Coast Holdings, Inc.	2011310000010300000	30 W Superior Street	Duluth, MN 55803	18.905	\$8,658.44
Palm Coast Holdings, Inc.	3211310000010200000	30 W Superior Street	Duluth, MN 55803	30.142	\$13,804.85
Palm Coast Holdings, Inc.	1811310000020100080	30 W Superior Street	Duluth, MN 55803	5.741	\$2,629.24
Palm Coast Holdings, Inc.	0711317081RPOA40000	30 W Superior Street	Duluth, MN 55803	2.558	\$1,171.56
Palm Coast Holdings, Inc.	0412311300000100000	30 W Superior Street	Duluth, MN 55803	0.754	\$345.29
Palm Coast Holdings, Inc.	2011310000010200000	30 W Superior Street	Duluth, MN 55803	80.975	\$37,086.73
Florida Landmark Communities LLC	3211310000030400010	30 W Superior Street	Duluth, MN 55803	64.938	\$29,741.70
Florida Landmark Communities LLC	0512315855000000070	30 W Superior Street	Duluth, MN 55803	18.889	\$8,650.93
Palm Coast Holdings, Inc.	0512310650000A00018	30 W Superior Street	Duluth, MN 55803	26.883	\$12,312.37
Palm Coast Holdings, Inc.	2911310000010100050	30 W Superior Street	Duluth, MN 55803	16.904	\$7,741.94
Town Centre East LLC	3211313620000000010	PO BOX 3120	Winter Park, FL 32790-3120	2.586	\$1,184.25
Town Centre East LLC	3211313620000000020	PO BOX 3120	Winter Park, FL 32790-3120	2.328	\$1,066.00
Town Centre East LLC	3211313620000000030	PO BOX 3120	Winter Park, FL 32790-3120	6.538	\$2,994.59
Town Centre East LLC	3211313620000000040	PO BOX 3120	Winter Park, FL 32790-3120	5.728	\$2,623.33
Town Centre East LLC	3211313620000000050	PO BOX 3120	Winter Park, FL 32790-3120	6.865	\$3,144.08
Town Centre East LLC	3211313620000000060	PO BOX 3120	Winter Park, FL 32790-3120	15.457	\$7,079.21
WAL-MART STORES EAST LP	3912310000010100051	1301 SE 10th Street, Store #4212-00	Bentonville, AR 72716-8013	30.190	\$13,827.02
TOTAL				715.011	\$327,474.99

City of Palm Coast, Florida

Agenda Item

Agenda Date: 08/21/2018

Department	UTILITY	Amount	\$932,612.00
Item Key	3993	Account	# 54019090 046000
			# 54019090 052000
			# 54019090 063000 81001
			# 54019082 046000
			# 54019082 052000
Subject	RESOLUTION 2018-XX APPROVING ONE-YEAR MASTER PRICE AGREEMENTS WITH FORTILINE, FERGUSON WATERWORKS AND CORE & MAIN, LP TO PURCHASE VARIOUS UTILITY SUPPLIES.		
Background : <u>UPDATE FROM THE AUGUST 14, 2018 WORKSHOP</u> This item was heard by City Council at their August 14, 2018 Workshop. There were no changes suggested to this item.			
<u>ORIGINAL BACKGROUND FROM THE AUGUST 14, 2018 WORKSHOP</u> The City's Utility Department maintains the water and wastewater facilities throughout its service area and uses various parts to repair or install services and to maintain the City's Utility infrastructure. In order to provide continuous water and wastewater service to our customers it is necessary to purchase various utility supplies. City staff advertised and solicited bids for various utility supplies in accordance with the City's Purchasing Policy.			
City staff recommends that City Council approve one-year master price agreements with Fortiline, Ferguson Waterworks, and Core & Main, LP. Since these are master price agreements, City staff will purchase items on an as-needed basis using budgeted funds appropriated by City Council for the remaining portion of Fiscal Year 2018 Budget. City staff estimates \$68,681.00 will be expended within various divisions in the Utility Department. City staff estimates that the City will spend approximately \$863,931.00 annually under the various contracts within the City Council approved budgets. The project bid overview and notice of intent to award are attached to this agenda item.			
Recommended Action : Adopt Resolution 2018-XX approving one-year price master price agreements with Fortiline, Ferguson Waterworks and Core & Main, LP to purchase various utility supplies.			

RESOLUTION 2018-____
MASTER PRICE AGREEMENTS
FOR VARIOUS UTILITY SUPPLIES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING MASTER PRICE AGREEMENTS FOR THE PURCHASE OF VARIOUS UTILITY SUPPLIES FROM FORTILINE, FERGUSON WATERWORKS AND CORE & MAIN, LP., AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Fortiline, Ferguson Waterworks and Core & Main, LP have expressed a desire to provide various utility supplies to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to purchase the utility supplies referenced in Bid ITB—UT-18-48 from Fortiline, Ferguson Waterworks and Core & Main, LP.

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

SECTION 1. APPROVAL OF AGREEMENTS. The City Council of the City of Palm Coast hereby approves the terms and conditions of the master price agreements relating to the purchase of various utility supplies, from Fortiline, Ferguson Waterworks and Core & Main, LP which is attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 21st day of August 2018.

CITY OF PALM COAST

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A: Master Price Agreements Fortiline, Ferguson Waterworks and Core & Main, LP

Approved as to form and legality

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



Administrative Services & Economic Development
Central Services Division

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

NOTICE OF INTENT TO AWARD

Project: ITB-UT-18-48 Master Price Agreement for Utility Supplies

Date: July 10, 2018

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

Firm	Brass Fittings & Tapping Saddles Bid
Ferguson Waterworks Jacksonville, FL	\$443,027.85
Fortiline Concord, NC	\$427,003.39
Core & Main, LP Jacksonville, FL	\$455,005.40

Firm	Fire Hydrants Bid
Ferguson Waterworks Jacksonville, FL	\$21,410.75
Fortiline Concord, NC	\$20,743.68
Core & Main, LP Jacksonville, FL	\$19,782.10

Firm	Large PVC & Poly Tubing Bid
Ferguson Waterworks Jacksonville, FL	\$51,263.85
Fortiline Concord, NC	\$55,212.81
Core & Main, LP Jacksonville, FL	\$0



city of PALM COAST

Administrative Services & Economic Development
Central Services Division

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

Firm	Mechanical Joint Fittings Bid
Ferguson Waterworks Jacksonville, FL	\$5,991.99
Fortiline Concord, NC	\$8,312.25
Core & Main, LP Jacksonville, FL	\$9,052.35

Firm	Meter Pits Bid
Ferguson Waterworks Jacksonville, FL	\$126,785.47
Fortiline Concord, NC	\$154,842.51
Core & Main, LP Jacksonville, FL	\$160,562.91

Firm	Small PVC Pipe & PVC Fittings Bid
Ferguson Waterworks Jacksonville, FL	\$92.84
Fortiline Concord, NC	\$60.07
Core & Main, LP Jacksonville, FL	\$0



please recycle

palmcoastgov.com



city of PALM COAST

Administrative Services & Economic Development
Central Services Division

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

Firm	Wastewater Supplies Bid
Ferguson Waterworks Jacksonville, FL	\$39,008.90
Fortiline Concord, NC	\$38,738.47
Core & Main, LP Jacksonville, FL	\$0

The intent of the City of Palm Coast is to award ITB-PW-U-17-43 to multiple firms as follows:

- For line items in the Brass Fittings & Tapping Saddles Bid to *Fortiline*
- For line items in the Fire Hydrants Bid to *Core & Main, LP*
- For line items in the Large PVC & Poly Tubing Bid to *Ferguson Waterworks*
- For line items in the Mechanical Joint Fittings Bid to *Ferguson Waterworks*
- For line items in the Meter Pits Bid to *Ferguson Waterworks*
- For line items in the Small PVC Pipe & PVC Fittings Bid to *Fortiline*
- For line items in the Wastewater Supplies Bid to *Ferguson Fortiline*

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

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



ITB-UT-18-48 - Price Agreement for Utility Supplies

Project Overview

Project Details	
Reference ID	ITB-UT-18-48
Project Name	Price Agreement for Utility Supplies
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Invitation to Bid is issued for the purpose of soliciting bid proposals for a one year contract with a vendor(s) capable of providing utility supplies for the City's Utility Department.
Open Date	Jun 13, 2018 8:00 AM EDT
Close Date	Jun 28, 2018 2:00 PM EDT

Awarded Suppliers	Reason	Score
Ferguson Waterworks		0 pts
Fortiline		0 pts
Core & Main		0 pts



Seal status

Requested Information	Unsealed on	Unsealed by
Forms 1-10, A-D	Jun 28, 2018 2:03 PM EDT	Jesse Scott
Addenda Signed and Dated (if issued)	Jun 28, 2018 2:03 PM EDT	Jesse Scott
Pricing Spreadsheet	Jun 28, 2018 2:03 PM EDT	Jesse Scott

Conflict of Interest

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

Name	Date Signed	Has a Conflict of Interest?
PAT MOHAN	Jun 29, 2018 9:02 AM EDT	No
Jesse Scott	Jun 28, 2018 2:05 PM EDT	No



Project Criteria

Criteria	Points	Description
Required Forms	Pass/Fail	Completed as requested
Addenda	Pass/Fail	Signed and Dated if any are issued
Pricing Review	0 pts	Price review and entry for total package pricing.
Technical Addenda Review	Pass/Fail	Signed and dated, if issued
Technical Pricing Review	0 pts	Ensure no large anomalies exist and that prices seem complete as requested for each group.
Total	0 pts	



Scoring Summary

Active Submissions

	Total	Required Forms	Addenda	Pricing Review	Technical Addenda Review
Supplier	/ 0 pts	Pass/Fail	Pass/Fail	/ 0 pts	Pass/Fail
Ferguson Waterworks	0 pts	Pass	Pass	0 pts (\$184,041.31)	Pass
Fortiline	0 pts	Pass	Pass	0 pts (\$465,801.93)	Pass
American Backflow Products	0 pts	Pass	Pass	0 pts (\$999,999,999.99)	Fail
Core & Main	0 pts	Pass	Pass	0 pts (\$19,782.10)	Pass

	Technical Pricing Review
--	--------------------------



Supplier	/ 0 pts
Ferguson Waterworks	0 pts (\$443,027.85)
Fortiline	0 pts (\$427,003.39)
American Backflow Products	0 pts (\$0)
Core & Main	0 pts (\$455,005.40)

City of Palm Coast, Florida
Agenda Item

Agenda Date : 08/14/2018

Department	CITY CLERK	Amount
Item Key	4060	Account
		#
Subject CALENDAR/WORKSHEET		
Background :		
Recommended Action :		



Meeting Calendar for 8/15/2018 through 9/30/2018

8/15/2018 5:30 PM

Planning & Land Development Regulation Board
City Hall

8/15/2018 6:30 PM

Planning & Land Development Regulation Board Workshop
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

8/28/2018 9:00 AM

City Council Workshop
City Hall

9/4/2018 4:30 PM

City Council Special Workshop-Budget
City Hall

9/4/2018 6:00 PM

City Council
City Hall

9/5/2018 10:00 AM

Code Enforcement Board
City Hall



Meeting Calendar for 8/15/2018 through 9/30/2018

9/5/2018 5:05 PM

City Council Special Meeting-Budget
City Hall

9/11/2018 10:00 AM

City Council Workshop
City Hall

9/12/2018 5:30 PM

Leisure Services Advisory Committee
Palm Coast Community Center

9/18/2018 9:00 AM

City Council
City Hall

9/18/2018 5:30 PM

Planning & Land Development Regulation Board
City Hall

9/19/2018 5:05 PM

City Council Special Meeting-Budget
City Hall

9/25/2018 9:00 AM

City Council Workshop
City Hall

9/27/2018 5:00 PM

Beautification and Environmental Advisory Committee
City Hall

City of Palm Coast, Florida Agenda Item

Agenda Date : 08/14/2018

Department	CITY CLERK	Amount
Item Key	4103	Account
		#
Subject	ATTACHMENTS TO MINUTES	
Background : The video presented “Writing the Book on Entrepreneurial Communities” is available from the City Clerk.		
Recommended Action :		



Agenda

2

- ❑ Project Update
- ❑ Current State Assessment
- ❑ Business, Operating and Financial Models
- ❑ Future Development Opportunities and ROW Disturbances
- ❑ Smart City Assessment
- ❑ Initial Recommendations
- ❑ Next Steps

Project Update

3

- ✓ Department and Stakeholder Interviews
- ✓ Conditional Assessment
- ✓ Feasibility Study
- ✓ Smart City Assessment
- ✓ Regulatory Analysis
- ✓ Network Design Considerations and Costing
- ✓ Business, Operating and Financial Models
- In Final Development:
 - ▣ Roadmap and Action Plan
 - ▣ Final Report

4

FIBERNET 2.0 BUSINESS PLAN

Current State Assessment

Existing FiberNet and Tech Assets

5

- ❑ Backbone and Lateral Fiber > 60 Miles
- ❑ Excess Available Conduit
- ❑ 120 Network Access Points, 100+ Connections
 - ▣ 20 CoPC, 15 School Sites, 45 Commercial, 44 Traffic Controllers
- ❑ Colocation Facility and City Data Center
- ❑ 6 strands Fiber from FDOT along Hwy 95
- ❑ (3) 1Gbps circuits from Palm Coast Colo1 to JAX
 - (provided by Joytel Wireless)
 - ▣ Disaster Recovery
 - ▣ IP
 - ▣ Provider Interconnect
- ❑ Cellular Sites, Towers and Poles

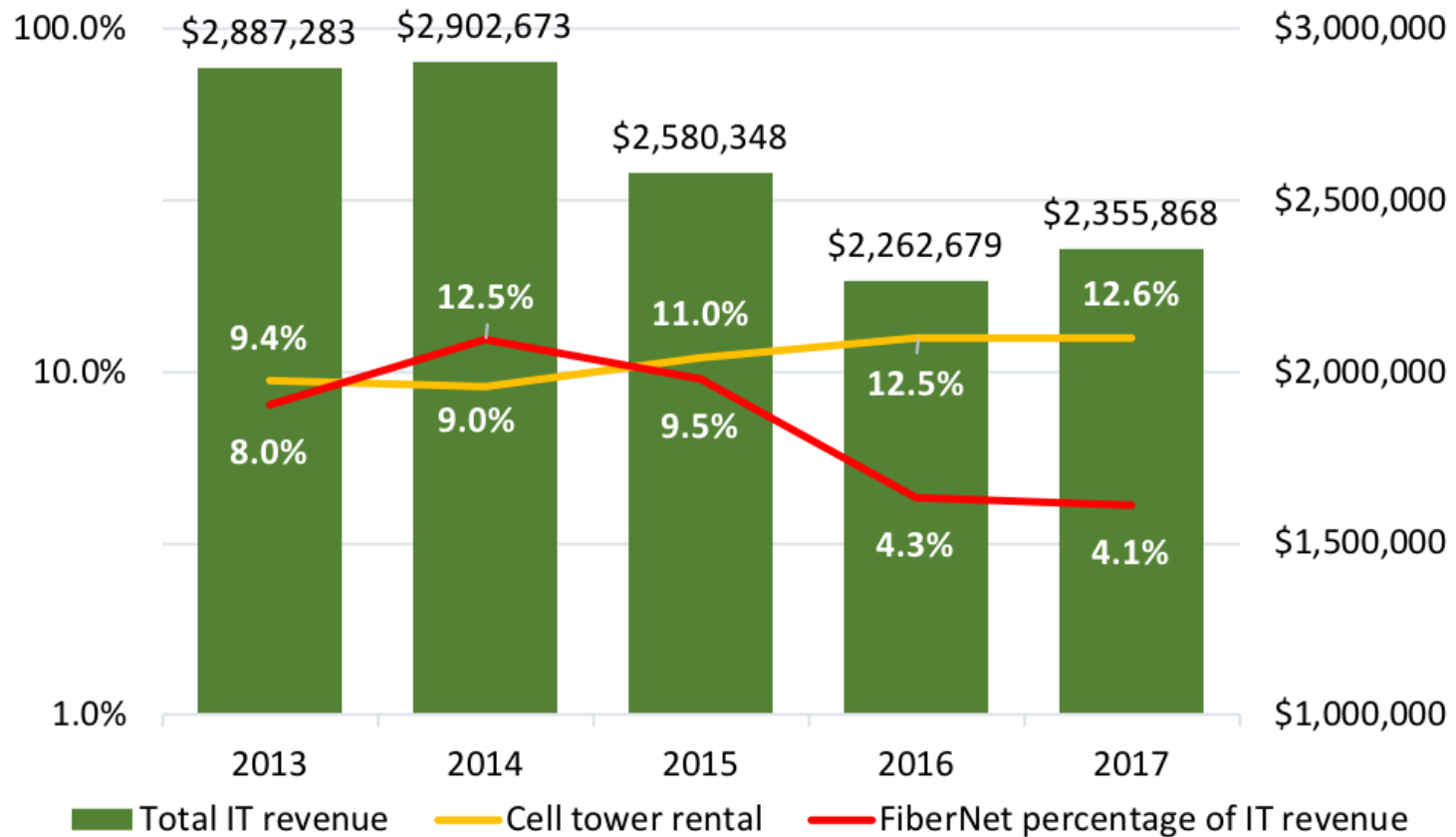
Current Model and ROI

6

- Timeline: 2005 - Present
- Total FiberNet CAPEX to Date (since 2005)
 - \$2.5M baseline + incremental buildouts
- Total City Telecom Savings (\$310k est. per year 2018)
 - Spectrum 1 Gb - \$1,295/month x 20 Sites x 12
- Commercial Endeavour
 - 3 current providers (was 4)
 - Total 2017 FiberNet Revenue: \$287,940
 - Total 2017 Cell Tower Revenue: \$296,798

IT Revenue

7



Current Issues

8

- Current FiberNet Infrastructure Issues
 - ▣ Bottlenecks, fiber strands, gaps in segments
- Business Model Issues
 - ▣ Rate Structures – does not cover costs, long payback period
 - ▣ CAPEX for Connections – fully funded by City
- Provider Partner Issues
 - ▣ No skin in the game
 - ▣ Not active in marketing/branding
- Operating Issues
 - ▣ Lack of dedicated resources to operate, maintain, or expand network
- Municipal Connectivity
 - ▣ Palm Coast will require connectivity – it will require a network platform
- Regulatory
 - ▣ FL State Barriers preventing direct Retail Model

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FIBERNET 2.0 BUSINESS PLAN

Market Analysis

Broadband Service Offerings – As Advertised



AT&T Market Analysis

Residential	Package	Speed	Price
19 Flarestone Ct 32137	Internet Basic	Up to 5 Mbps	\$40/m
East	Internet 100	Up to 100 Mbps	\$50/m
Central	9 bundles	Ranging from 5 Mbps-100Mbps	\$55/m - \$140/m
West			
South			
12 Flamingo Ct 32137	Internet 5	Up to 5 Mbps	\$40/m
Southeast	Internet 100	Up to 100 Mbps	\$50/m
	Internet 300	Up to 300 Mbps	\$70/m
	Internet 1000	Up to 1000 Mbps	\$90/m
	9 bundles	Ranging from 100 Mbps-1000 Mbps	\$65-\$125/m
Business	Package	Speed	Price
1 Yacht Club Dr 32137	Internet 25	25 Mbps	\$40/m
	Internet 50	50 Mbps	\$50/m
	Internet 75	75 Mbps	\$60/m
11 Market Ave 32164	Internet 18	18 Mbps	\$40/m
11 Poppy Place 32164	Internet 18	18 Mbps	\$40/m
9 Old Kings Rd N 32137	Internet Basic 3	3 Mbps	\$40/m



Spectrum Market Analysis

Residential	Package	Speed	Price
339 Wellington Drive 32164	Basic Internet	Speeds starting at 100 Mbps	44.99
	Triple Play Gold	100 Mbps 200 channels, phone	\$129.97
	Triple Play Silver	100 Mbps, 175 channels, phone	\$109.97
	Triple Play Select	100 Mbps, 125 channels, phone	\$89.97
	Not advertised - selection at checkout	400 Mbps	add \$25/m
	Not advertised - selection at checkout	940 Mbps	add \$60/m
Business	Package	Speed	Price
1 Yacht Club Dr 32137	Basic	100 Mbps	\$44.99
	Ultra Internet	300 Mbps	\$59.99
	Up to a Gig - call for details		
11 Market Ave 32164	Basic	100 Mbps	\$44.99
	Ultra Internet	300 Mbps	\$59.99
	Up to a Gig - call for details		

****Subject to rates and conditions**

Speed and Costs – Actual Users

11

			Monthly Recurring Costs	
	Download	Upload	Total	Per Mbps
Provider				
AT&T	25.6	33.0	\$47.92	\$0.82
PCI	35.8	43.9	\$381.50	\$4.79
Spectrum	28.2	7.3	\$104.04	\$2.93
Other	5.1	1.5	n/a	n/a
Connection type				
Cable	22.6	5.7	\$112.50	\$3.98
DSL	18.2	7.6	\$103.21	\$4.01
Dedicated Line	21.9	5.8	\$37.50	\$1.35
Fiber-optic	49.7	74.0	\$281.00	\$2.27
Fixed Wireless	19.6	7.6	\$64.29	\$2.36

*Provided by Tech Assessment Participants

Market Summary

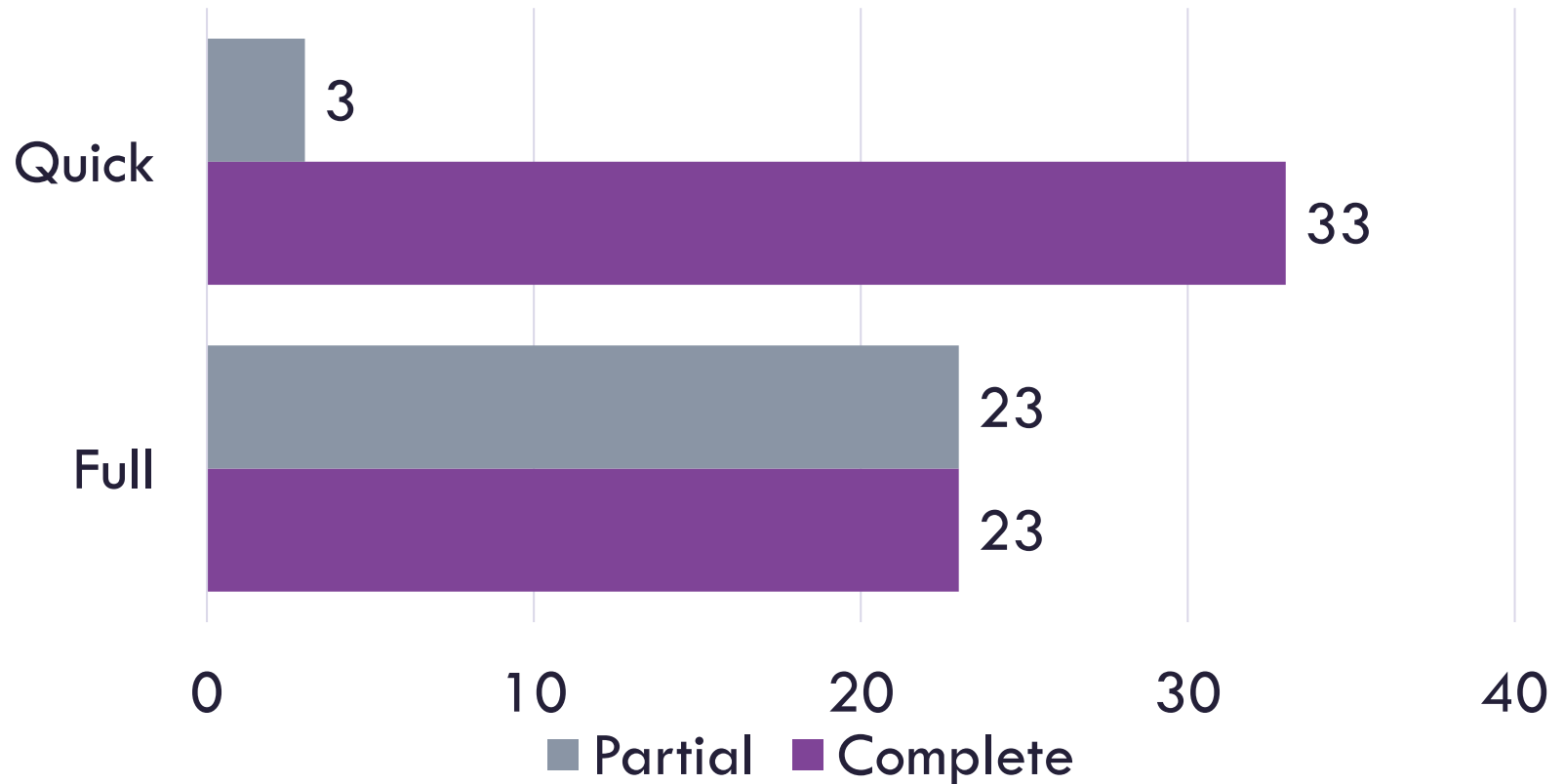
- Less than 14% of Palm Coast zip codes show AT&T Fiber Availability
- In areas where AT&T serves businesses, 5 Mbps – 75 Mbps is offered – does not meet definition of Broadband
- Based on tech assessment, download speeds tend to be lower than upload speeds alluding to potential over subscription of bandwidth

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FIBERNET 2.0 BUSINESS PLAN

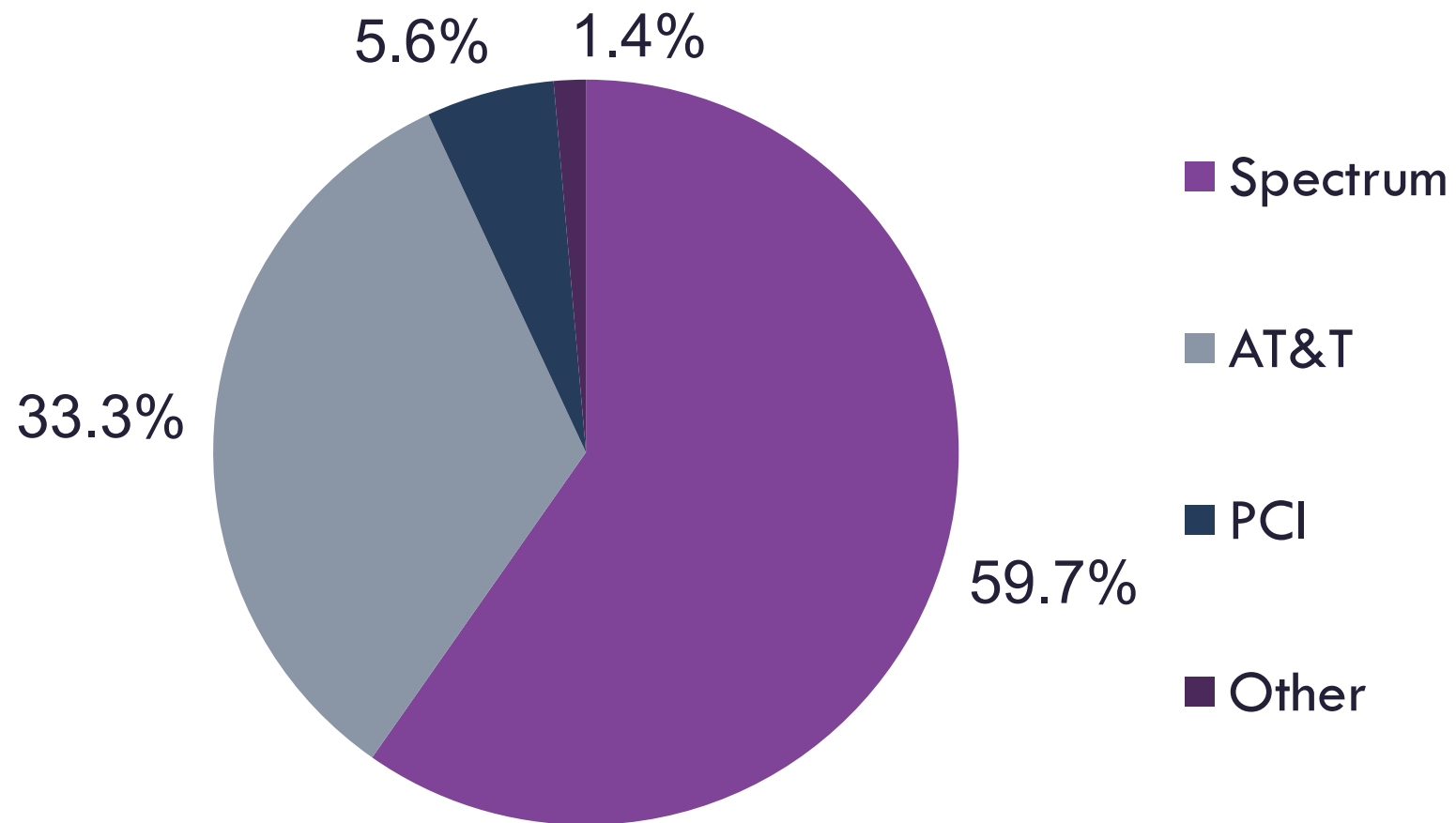
Tech Assessment Summary

Tech Assessment Responses

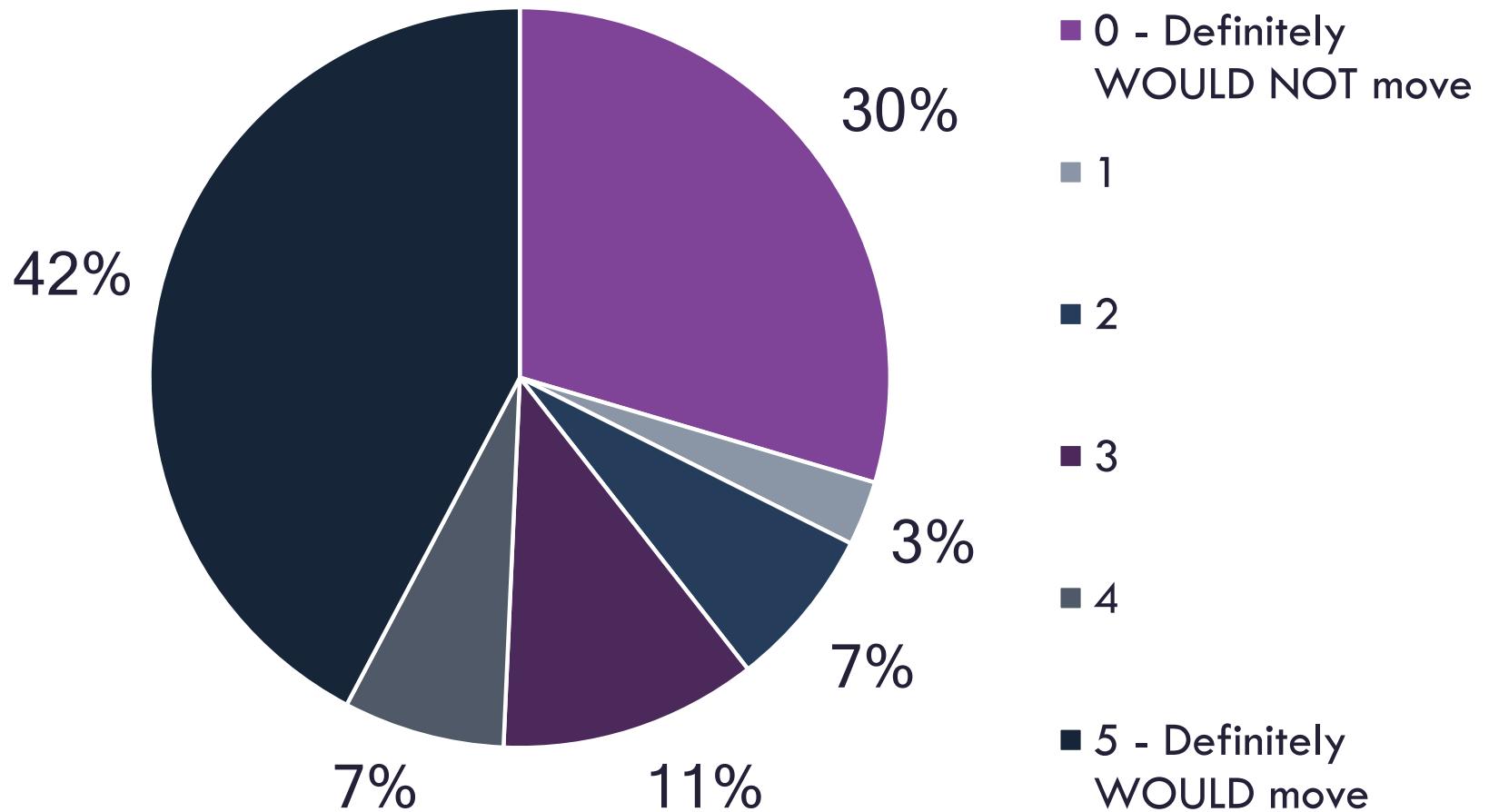


82 Useable Responses – over 250 attempting participants

Providers

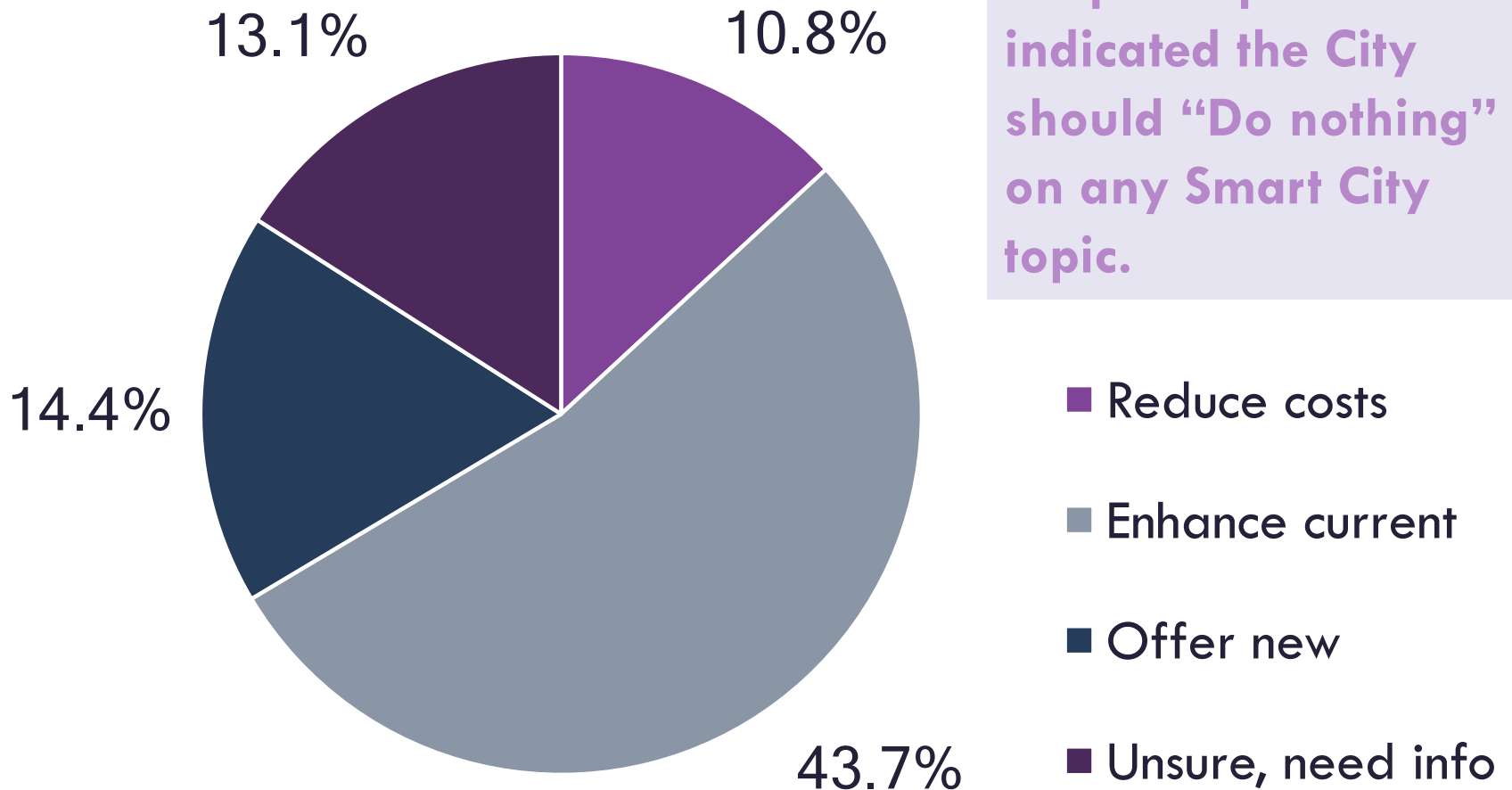


Assessment Response



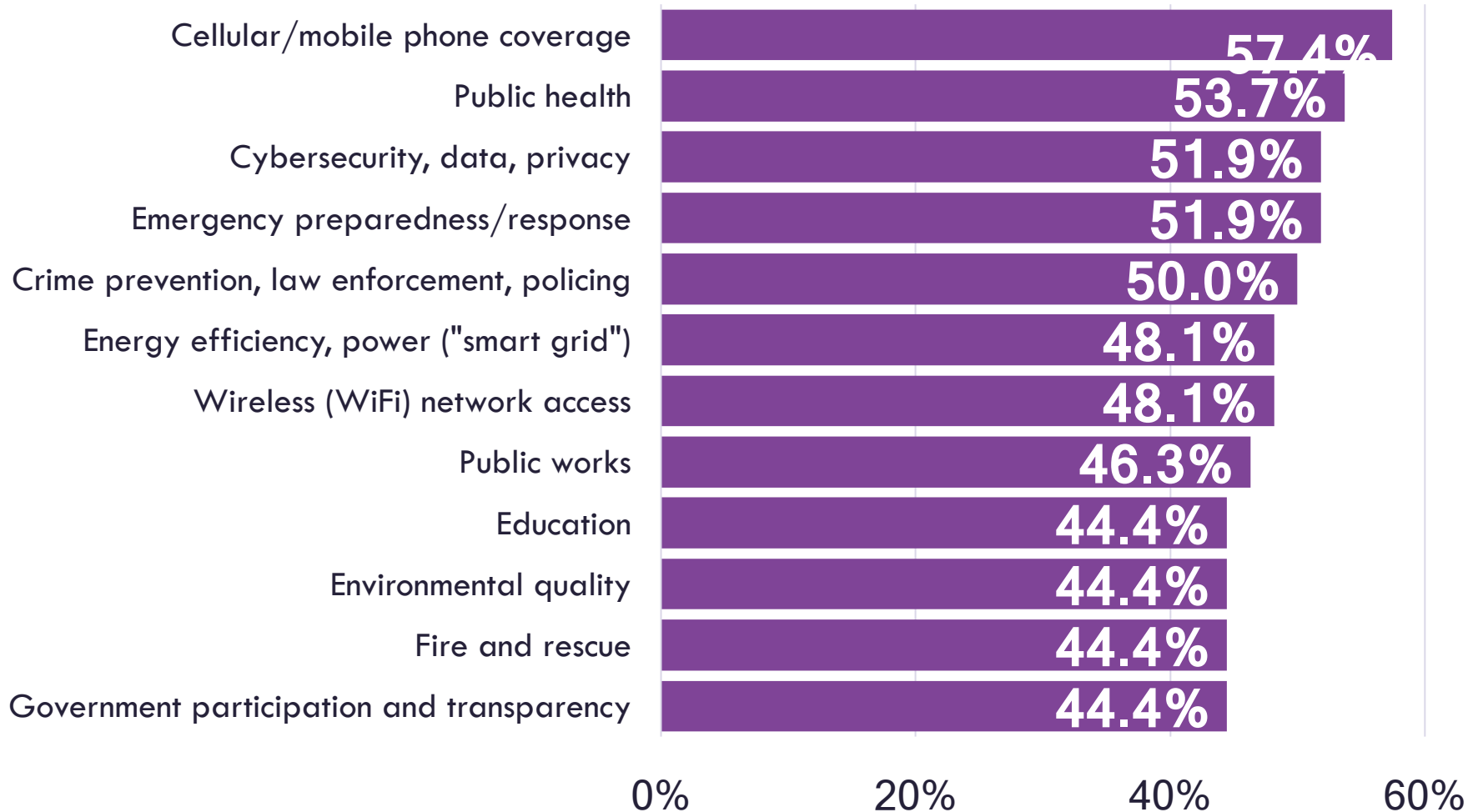
Priorities from Tech Assessment

17



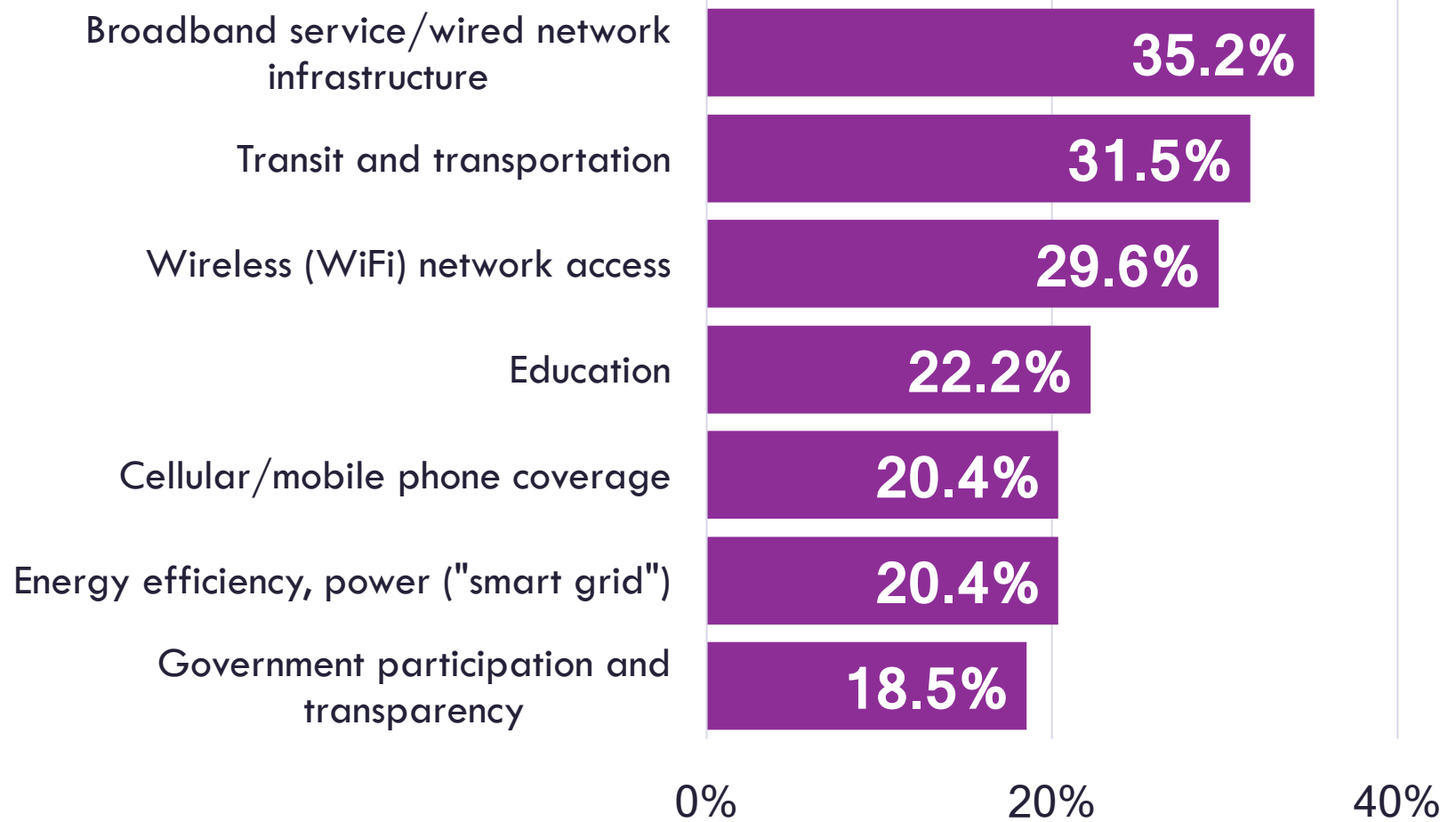
Priorities: Enhance Current

18



Priorities: Offer New

19



Tech Assessment Summary

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- ❑ Total of 280 responses, large number did not have usable data.
- ❑ 82 responses with usable data, 36 quick/46 full versions. 56 complete, 26 partial.
- ❑ “Broadband availability would enhance the lease spaces I have. I had previously lost a tenant to slow internet, that impeded their business.”
- ❑ “Cheaper internet for office. We have broadband but it is expensive. Cell service is also expensive and does not work in all of Palm Coast.”
- ❑ “Faster, faster, faster. Certain times of the day it slows down. Sometimes I lose the internet all together.”
- ❑ “We have crappy options, horrible choices re: public wi-fi connectivity, and our cell coverage/service is HORRIBLE.”
- ❑ “Until we have more competition in the area we will have mediocre speed and options.”

21 FIBERNET 2.0 BUSINESS PLAN

BUSINESS, OPERATING, AND FINANCIAL MODELING

Palm Coast Profile Sheets

22

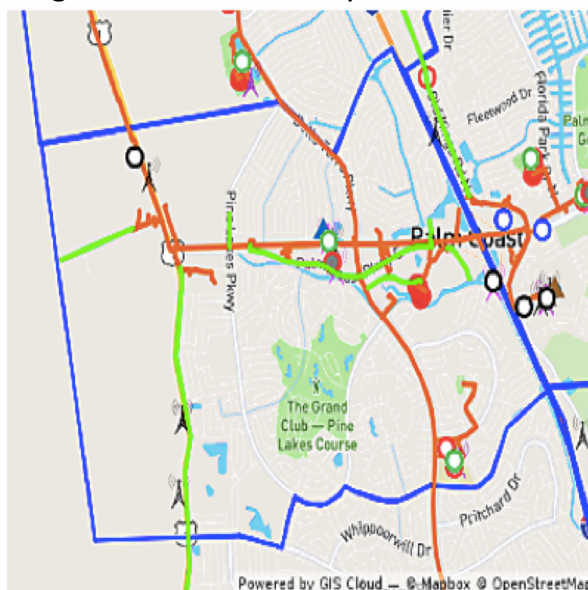
West Broadband Zone Hargrove Grade, Parkway West & Pine Lakes

Facilities/Sites

	Connected	Total
City Facilities	1	2
County Facilities	0	0
Fire Stations	1	1
Parks & Rec	1	2
Wastewater Plants	0	0
Water Plants	0	1

Customer Connections

	On-Net	Near-Net	Total
Businesses	106	416	522
	Connected		Total
Organizations/ Anchors	0		0



Smart City Connections

	On-Net	Near-Net	Total
Water	108	1,181	3,375
Wastewater	30	560	2,010
Stormwater	2	18	40
Traffic	69	159	160
Street Lighting	40	579	1,586
Wireless	8	8	8
Public Safety	XX	XX	XX

Development Opportunities

None Identified

City Assets

Fiber Backbone – 70,793 feet
FiberNet Network Access Points - 74
Wireless Towers - 4
Wireless Master Plan Parcels - 2

Buildout Requirements

Total Connections: 13,038 existing routes
Total Connection Costs: \$2,612,000

Revenues:
Business: \$10,648,800
Smart City: \$21,134,400



Total CAPEX
\$2,612,000



Total Connections
13,038



CAPEX to Revenue Ratio
8.2%



Total Revenue
Potential 20-year
\$31,783,200

Palm Coast Profile Sheets

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Zone	District(s)
Central	Town Center
East	Parkway East; Old Kings
North	Matanzas
South	Airport; EDA 1 & 3
Southeast	SR 100
West	Hargrove Grade; Parkway West; Pine Lakes

FiberNet 2.0 Concept

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“Crawl, Walk, Run”

1. Focus on On-Net Connections (<150 ft. from existing network interconnect)
2. Selectively Focus on Near-Net Customers (<750 ft. from existing fiber)
3. Deploy Remaining Broadband Zone(s)
4. Policy and Development

On-Net

Near-Net

Broadband
Zones

FTTH?

Smart Public Policy and Development Conditioning

Business Models

25

- Full Retail
 - ▣ City staffed, and operated
 - ▣ Deploy network equipment, systems, and upstream services
 - ▣ REGULATORY BARRIERS EXIST
- Infrastructure Provider with P3
 - ▣ City invests in, and maintains infrastructure
 - ▣ Partner operates and provides services
 - ▣ City receives revenue share or lease fee for use of public assets
 - ▣ City and Partner co-brand, co-market, and drive use of assets

Operating Models

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- Full Retail
 - Internalize 5 roles (Mgr, Network Engineer, Sales/Marketing, Customer Support, OSP/GIS – staff grows as subscriber base grows)
 - 24x7 NOC, and After Hours Support contracts
 - Maintain Enterprise Fund and separate accounting
 - Services would include Broadband only*
- Infrastructure Provider with P3
 - City maintains fiber construction and O&M contracts
 - No further operational requirements

P3 Overview

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BROADBAND PARTNERSHIP

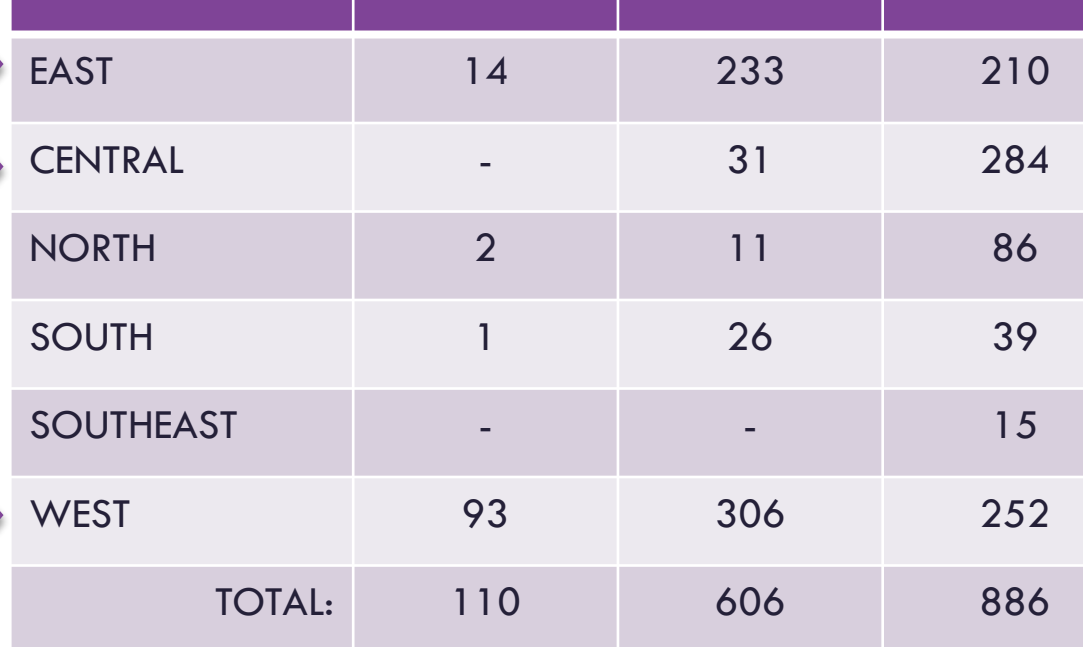
Successful partnerships balance each partner's needs. Tradeoffs will be inevitable but with proper balance, rewards can be advantageous.



Financial Models

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TOTAL MARKET ALONG EXISTING ROUTES



BROADBAND ZONE	ON-NET BUSINESS	NEAR-NET BUSINESS	ON-NET SMART CITY	NEAR-NET SMART CITY	TOTAL POTENTIAL CONNECTIONS
EAST	14	233	210	1,584	2,041
CENTRAL	-	31	284	1,788	2,103
NORTH	2	11	86	1,460	1,559
SOUTH	1	26	39	178	244
SOUTHEAST	-	-	15	4	19
WEST	93	306	252	2,264	2,915
TOTAL:	110	606	886	7,278	8,880

Financial Models

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CAPEX

CAPEX CATEGORIES	RETAIL MODEL	P3
FIBER FEEDER/DISTRIBUTION	\$2,587,000	\$2,587,000
FIBER PREMISE CONNECTIONS	\$1,960,849	\$1,550,386
HEADEND EQUIPMENT/PM	\$1,590,000	\$565,000
GENERAL EQUIPMENT	\$35,000	\$35,000
WIRELESS EQUIPMENT	\$1,000,000	
TOTAL:	\$7,172,849	\$4,737,386

Financial Models

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OPEX

OPEX CATEGORIES	RETAIL MODEL	P3
STAFFING	3 + (\$250K YR 1)	0-1
DATA CENTER RACK & POWER	\$2,500 YR	\$0
BROADBAND TRANSPORT & INTERNET	\$60,000 YR	\$0
OWNERS REP/CONSULTING	\$50,000 YR	\$175,000
FACILITIES MAINTENANCE, POWER, ENV.	\$5,000 YR	\$5,000 YR
MISC.	1% OF REV.	1% OF REV.
NETWORK & HEADEND MAINT.	\$12,000 YR	\$0
SOFTWARE MAINTENACE	15% OF SOFTWARE	\$0
FIBER O&M	\$30,000 - \$60,000	\$30,000 - \$60,000
SG&A	\$36,500/ 2% BAD DEBT	\$36,500/ 2% BAD DEBT
NOTES:	EXPENSES INCREASE WITH ADDITIONAL SUBS	EXPENSES INCREASE WITH MORE NETWORK ASSETS

Financial Models

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MODEL ASSUMPTIONS AND RATES

ASSUMPTION DESCRIPTION	ASSUMPTION
BUSINESS 1GBPS BEST EFFORT INTERNET	\$325
BUSINESS 100 MBPS BEST-EFFORT	\$85
BUSINESS 1GBPS DEDICATED	\$1,295
BUSINESS 100 MBPS DEDICATED	\$350
SMART CITY CONNECTION FEE	\$35
BUSINESS ADOPTION RATE	60% OVER 4 YRS
SMART CITY CONNECTION RATE	70% OVER 4 YRS
P3 REVENUE SHARE %	40%

Financial Models

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KEY PERFORMANCE INDICATORS

KPIs	RETAIL MODEL	P3
BUSINESS ADOPTION RATE (60%)	615 CONNECTIONS	615 CONNECTIONS
SMART CITY CONNECTION RATE (70%)	620 CONNECTIONS	620 CONNECTIONS
TOTAL CONNECTIONS	1,235	1,235
20-YEAR CUMULATIVE REVENUES	\$29,262,137	\$19,838,883
20-YEAR CUMULATIVE GROSS PROFIT	\$21,831,101	\$16,064,181
20-YEAR CUMULATIVE EBITDA	\$16,301,442	\$14,611,570
20-YEAR CUMULATIVE NET-INCOME	\$6,642,894	\$8,613,686
YEAR POSITIVE EBITDA	YR 1	YR 1
YEAR POSITIVE NET INCOME	YR 4	YR 1
20-YEAR CAPITAL EXPENDITURES	\$7,172,849	\$5,147,849
20-YEAR PAYMENT IN LIEU OF TAX	\$2,529,361	\$1,983,888
20-YEAR FREE CASH FLOW (CASH + RESERVES)	\$2,711,544	\$5,227,808
FUNDED RESERVES AT YEAR 20	\$2,050,000	\$3,000,000

Financial Models – Break Even

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KEY PERFORMANCE INDICATORS – BREAK-EVEN

KPIs	RETAIL MODEL	P3
BUSINESS ADOPTION RATE (→)	420 CONNECTIONS (41%)	256 CONNECTIONS (25%)
SMART CITY CONNECTION RATE (70%)	620 CONNECTIONS	620 CONNECTIONS
TOTAL CONNECTIONS	1,040	876
20-YEAR CUMULATIVE REVENUES	\$25,793,834	\$17,230,861
20-YEAR CUMULATIVE GROSS PROFIT	\$18,397,481	\$11,945,228
20-YEAR CUMULATIVE EBITDA	\$12,937,188	\$10,544,777
20-YEAR CUMULATIVE NET INCOME	\$3,937,186	\$5,261,598
YEAR POSITIVE EBITDA	YR 1	YR 1
YEAR POSITIVE NET INCOME	YR 4	YR 1
20-YEAR CAPITAL EXPENDITURES	\$6,648,524	\$4,184,104
20-YEAR PAYMENT IN LIEU OF TAX	\$659,953	\$1,723,086
20-YEAR FREE CASH FLOW (CASH + RESERVES)	\$2,103,873	\$2,676,465
FUNDED RESERVES AT YEAR 20	\$2,050,000	\$2,050,000

Financial Models

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KEY PERFORMANCE INDICATORS – P3 FTTH

KPIs	FTTH
RESIDENTIAL ADOPTION RATE (45%)	21,997 – 2% GROWTH
BUSINESS CONNECTION RATE (60%)	861 CONNECTIONS
SMART CITY CONNECTION RATE (70%)	620 CONNECTIONS
TOTAL CONNECTIONS	23,478 CONNECTIONS
20-YEAR CUMULATIVE REVENUES	\$137,158,479
20-YEAR CUMULATIVE GROSS PROFIT	\$130,538,757
20-YEAR CUMULATIVE EBITDA	\$126,742,412
20-YEAR CUMULATIVE NET INCOME	\$37,574,010
YEAR POSITIVE EBITDA	YR 1
YEAR POSITIVE NET INCOME	YR 4
20-YEAR CAPITAL EXPENDITURES (P3 HANDLES DROPS)	\$69,999,943
20-YEAR PAYMENT IN LIEU OF TAX	\$6,122,582
20-YEAR FREE CASH FLOW (CASH + RESERVES)	\$18,161,494
FUNDED RESERVES AT YEAR 20	\$10,000,000

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FIBERNET 2.0 BUSINESS PLAN

Future Development
Opportunities and ROW
Disturbances

Future Development Opportunities

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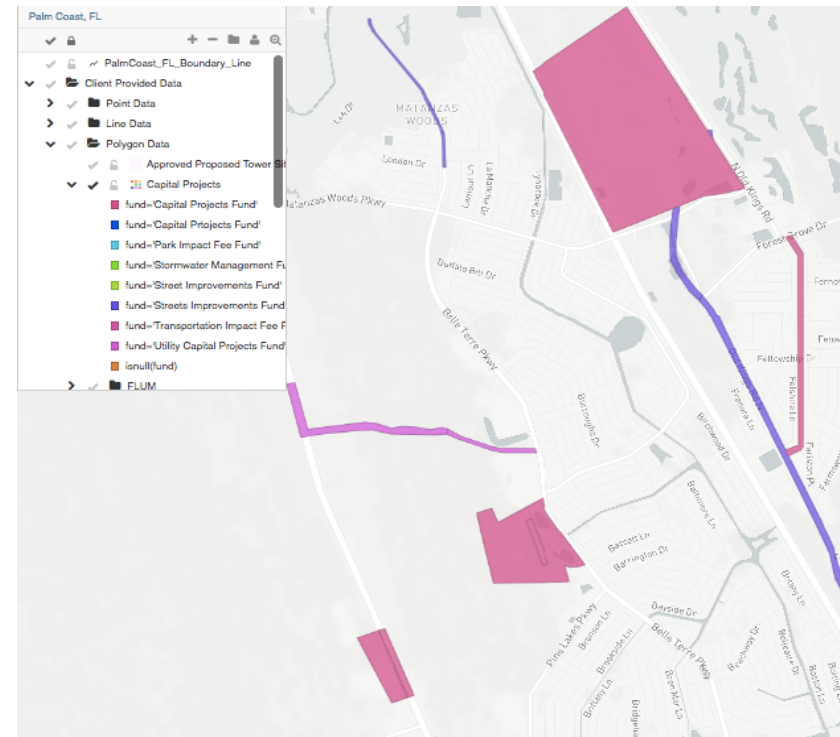
With Proper Planning, FiberNet assets, and revenue opportunities could grow significantly.

DEVELOPMENT	SUBSCRIBERS		DEVELOPER BACKBONE/FEEDER/DIST. EST.	DEVELOP DROP COST EST.	ANNUAL REVENUE POTENTIAL		20-YEAR REVENUE
	RESIDENTS	BUSINESS			RESIDENTS	BUSINESS	
TOWN CENTER	2,500	600	\$4,650,000	\$2,325,000	\$2,070,000	\$612,000	\$53,640,000
PALM COAST PARK	3,600	500	\$6,150,000	\$3,075,000	\$2,980,800	\$510,000	\$69,816,000
COLBERT LANE/ROBERTS ROAD, MARINA DEL PALMA SR 100	4,046	56	\$6,153,000	\$8,476,500	\$3,350,088	\$57,120	\$68,144,160
	TOTAL POTENTIAL		\$16,953,000	\$8,476,500	\$8,400,888	\$1,179,120	\$191,600,160
			\$25,429,500				
COST ASSUMPTIONS							
RESIDENTIAL INTERNET	\$69						
BUSINESS INTERNET	\$85						
PER PASSING COST	\$1,500						
DROP COSTS 100% PREMISE	\$750						

What about Smart City planning?

Or Future Municipal costs?

- Sidewalks and Trails
- Utility Extensions
- New Roads and Intersections
- City Site and Facility Development
- Repaving Projects?
- Swale and Drainage Projects?



Develop. and ROW Recommendations

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- ❑ Revise and Update Communications Specs and Standards
- ❑ Revise and Update Development Standards, including SFH, Commercial, and MDU requiring Conduit and Fiber Infrastructure
- ❑ Condition Development to include the necessary FTTP Infrastructure, and that it becomes Dedicated to the City when other Utilities/ROW Transfers
- ❑ Focus on Developing Joint Trench/Dig-Once, and Policies that could Impact 5G/Telecom Builds

Include conduit and fiber whenever there is ROW disturbance.

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FIBERNET 2.0 BUSINESS PLAN

Smart City Assessment

Smart City

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- Departmental Interviews and General “Tactical” Tech Assessment
- Two Workshops
 - ▣ Internal and external stakeholders
 - ▣ Follow-up input from internal stakeholders
 - “Strategic” assessment
- Inputs Analyzed for:
 - ▣ Basic function
 - ▣ Data requirements
 - ▣ Infrastructure requirements

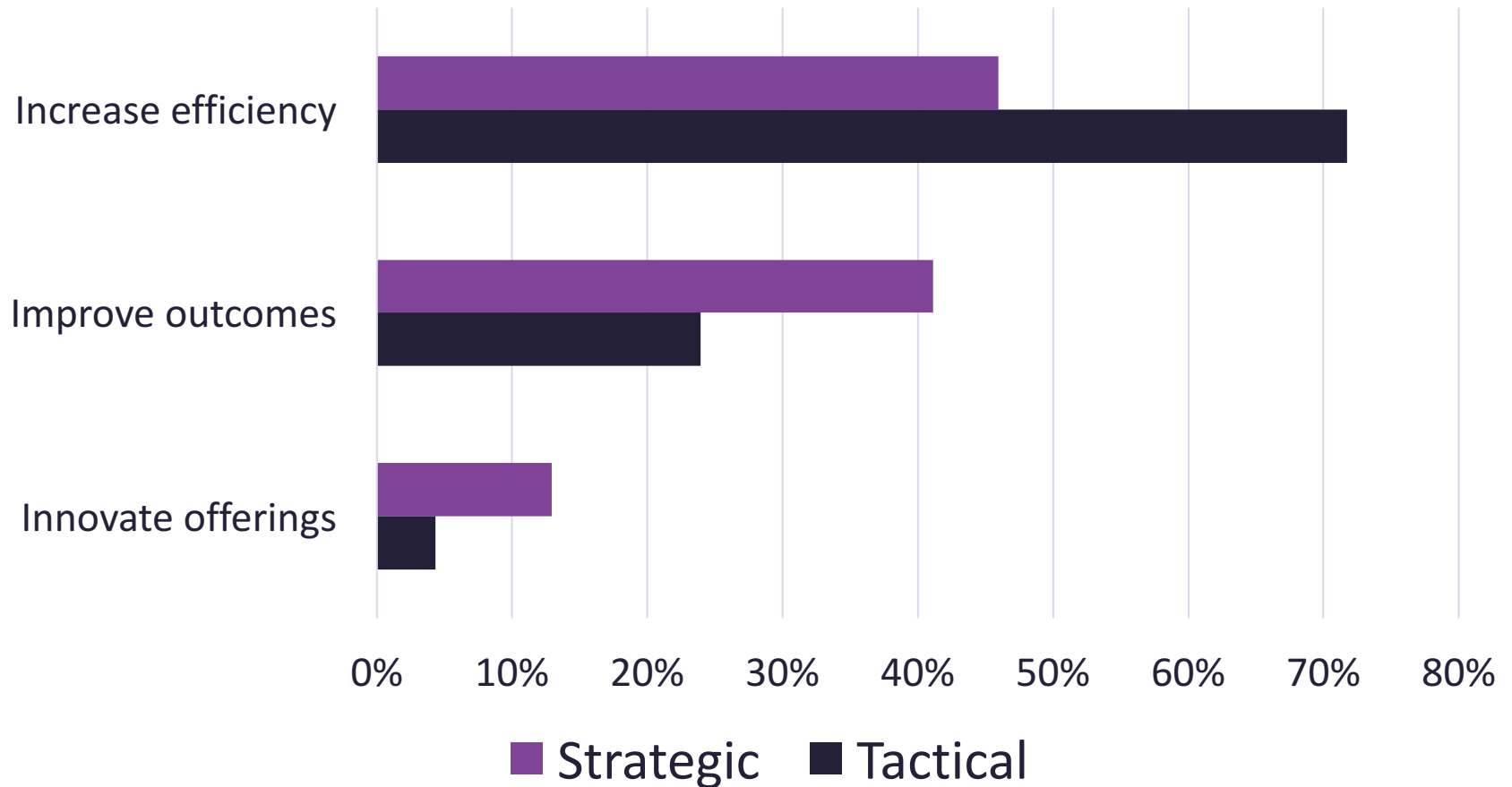
Smart City Opportunities

41

- Internal
 - ▣ Building operations and grounds maintenance
 - ▣ Mobility between neighborhoods and business districts
 - ▣ Traffic monitoring for emergency response and public safety
 - ▣ Water and wastewater management and quality monitoring
- General
 - ▣ Energy efficiency
 - ▣ Public safety surveillance
 - ▣ Way-finding
 - ▣ Open data
 - ▣ 5G small cell and WiFi Wireless
- External
 - ▣ Aging in place and lifestyle support
 - ▣ Smart building/home platform

Impact Areas

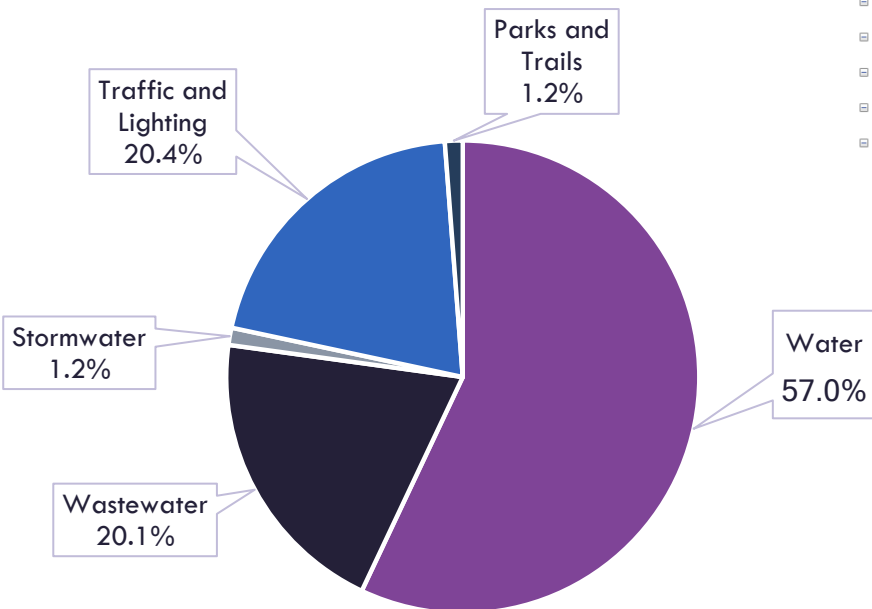
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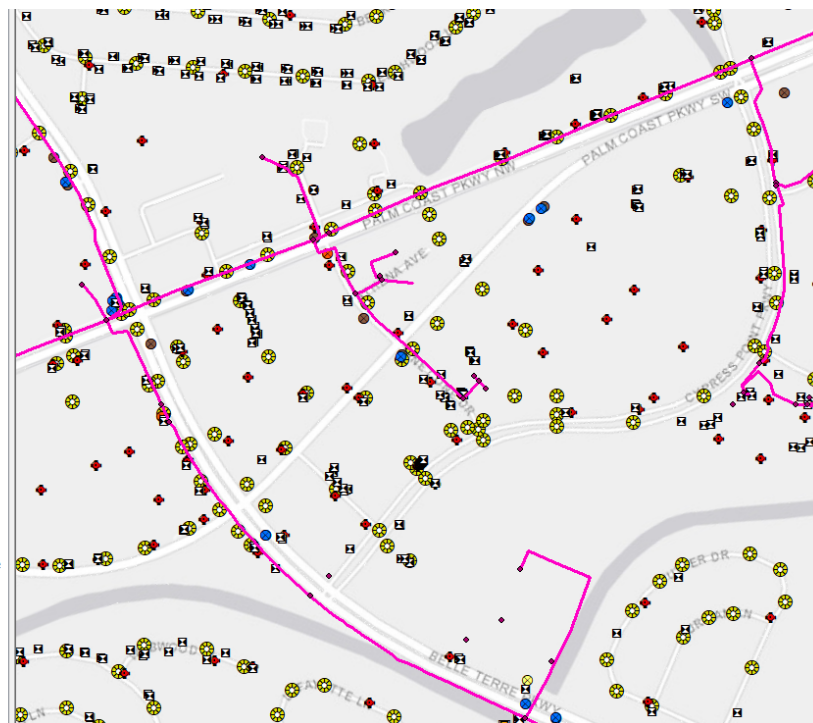
Smart City Example

43

	Total Devices
Water	19,052
Wastewater	6,732
Stormwater	392
Traffic and Lighting	6,829
Parks and Trails	406
Total Connections:	33,411



- Layers
- ☒ Conduit_Network_Junctions
- ☒ Fiber_Cable
- ☒ Reference
- ☒ Backflow
- ☒ Water_Utility_Control_Valves
- ☒ System_Valve
- ☒ Production_Well
- ☒ Hydrants
- ☒ Lateral_Point
- ☒ Lift_Stations
- ☒ Manholes
- ☒ Pump_Stations
- ☒ Sewer_System_Control_Valve
- ☒ Storm_Sewer_Network_Structure
- ☒ Weir
- ☒ Basemap
- ☒ World Light Gray Canvas Base



Smart City Connections & Costs

44

		Potential Connection Uptake			
	Total Devices	10%	25%	35%	50%
Water	19,052	1,905	4,763	6,668	9,526
Wastewater	6,732	673	1,683	2,356	3,366
Stormwater	392	39	98	137	196
Traffic and Lighting	6,829	683	1,707	2,390	3,414
Parks and Trails	406	41	101	142	203
Total Connections:	33,411	3,341	6,446	11,694	16,706
3rd Party Connection Cost: \$35		\$800,184	\$2,000,460	\$2,800,644	\$4,000,920
		\$282,744	\$706,860	\$989,604	\$1,413,720
		\$16,464	\$41,160	\$57,624	\$82,320
		\$286,818	\$717,045	\$1,003,863	\$1,434,090
		\$17,052	\$42,630	\$59,682	\$85,260
Total Annual Savings		\$1,099,392	\$2,748,480	\$3,847,872	\$5,496,960
20-Year Savings		\$21,987,840	\$54,969,600	\$76,957,440	\$109,939,200

Smart City Future

45

- While existing infrastructure assets are tremendous, there will be more “things” that will be connected:
 - Future potential initiatives:
 - In-Line Water Testing
 - Manhole Sensors (water levels)
 - Video and Sensor Surveillance
 - Advanced Traffic Systems
 - Wayfinding
 - Environmental Sensors and Monitors

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FIBERNET 2.0 BUSINESS PLAN

INITIAL RECOMMENDATIONS

Initial Recommendations

47

- ❑ Continue to Build Infrastructure to Expand FiberNet's reach – Build Strategically
- ❑ Fund FiberNet's Expansion when possible with Dedicated Project-based Funding, i.e., traffic, utility, public works, and “smart” public policy
- ❑ Incorporate a WiFi component to FiberNet which could be Responsible for Smart City and Free Public WiFi Connectivity
- ❑ Expand FiberNet Commercially under a Strategic Roadmap (Crawl, Walk, Run)
- ❑ Look to P3 for an Exclusive Broadband Partnership

Smart City Recommendations

48

- ❑ Establish Cross-functional, Internal-external Governance Working Group
- ❑ Identify and Prioritize Initiatives (depts. should start planning now)
 - ❑ Impact and difficulty
 - ❑ Dependencies and logical sequencing
- ❑ Take a Fully Open Approach
 - ❑ Open data
 - ❑ Open process
- ❑ Link to Economic and Workforce Development
 - ❑ Smart City events to recruit, engage, and develop talent
 - ❑ Challenges and sponsorships by vendors, universities, other partners

Next Steps

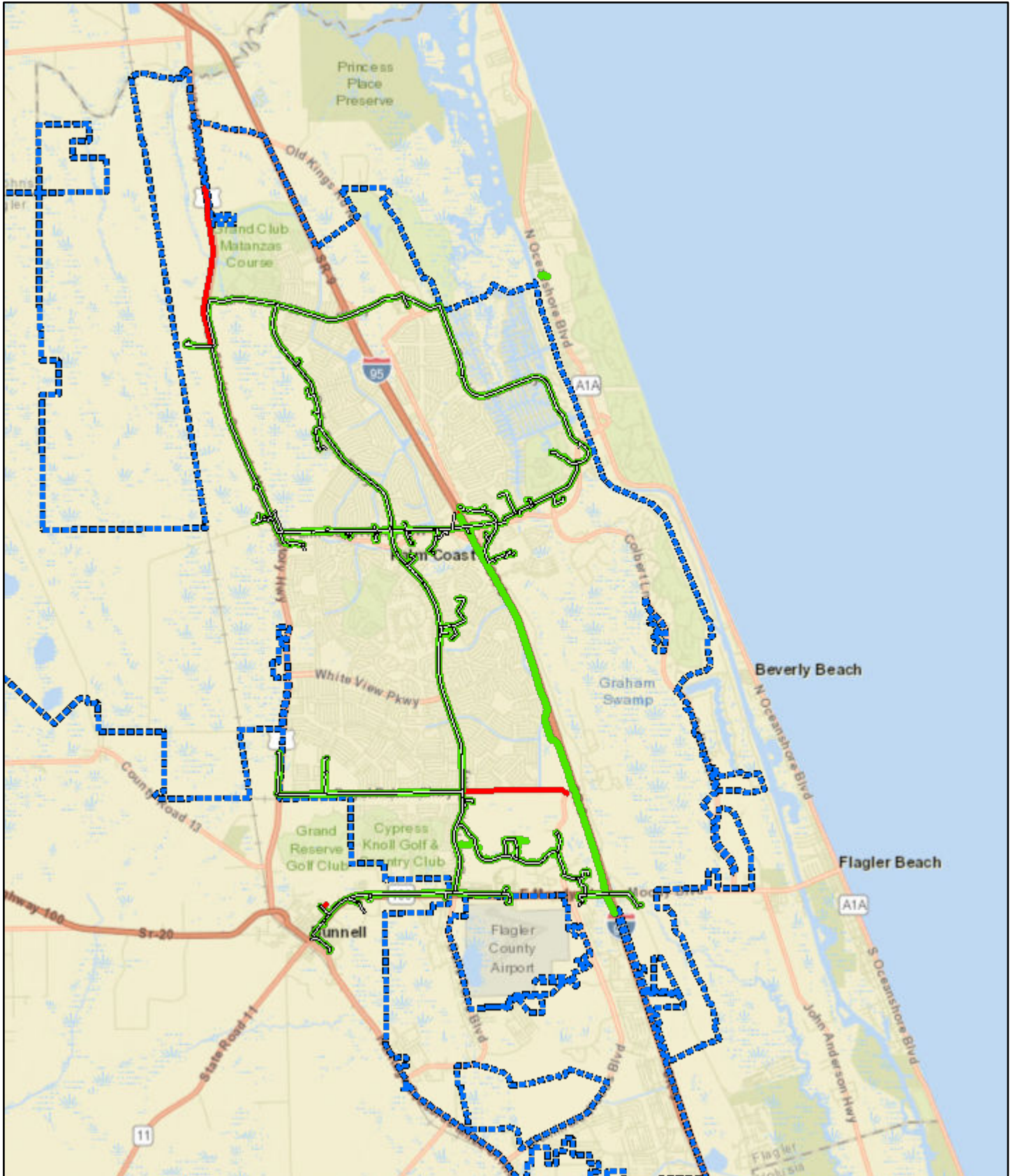
49

- Reach Consensus on Approach:
 - ▣ Where should the City expand?
 - ▣ Under which Business Model?
 - ▣ What is the City's role in the operation?
- Finalize Financial Models to Support Recommended Approach
- Incorporate into Final Report, and Deliver to CoPC

QUESTIONS?

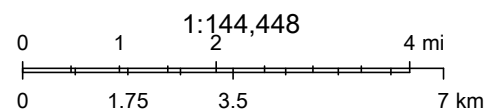
Thank You!

ArcGIS Web Map



8/14/2018 8:20:05 AM

- Fiber Conduit
 - Active Conduit
 - Empty Conduit
 - Fiber Cable
- Palm Coast City Limits
- Flagler County Parcels
- House Number



City of Palm Coast; Flagler Property Appraiser, Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community, City of Palm Coast GIS Division

Web AppBuilder for ArcGIS

ity 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.

BUILDING AN ENTREPRENEURIAL ECOSYSTEM IN PALM COAST

ESHIP SUMMIT, BUSINESS ASSISTANCE CENTER & COASTAL CLOUD PARTNERSHIP UPDATE



KAUFFMAN FOUNDATION'S ESHIP SUMMIT

- Convene the field to bring together diverse ecosystem building leaders – from across a multitude of sectors – who do not often meet;
- Raise awareness of existing ecosystem building tools, resources, and field-wide needs; and
- Promote, facilitate, and support field-wide collaborations to address identified needs.

ENTREPRENEURIAL ECOSYSTEMS - THE MAKERS, THE DOERS, THE DREAMERS.



SUMMIT TAKEAWAYS

- Building an 'entrepreneurial ecosystem'
 - Create – Scale – Measure – Sustain
- Focus on the ecosystem not the egosystem
- Diversity and Inclusion
- Urgency of now

WHAT IT MEANS FOR THE CITY OF PALM COAST

- Inventory current assets for entrepreneurs
- Continually better our processes and interactions we can control
- Identify gaps and address
 - “Underground entrepreneurial movement”
- Build upon the diversity that exists
- Own our story

WORKING WITH WHAT WE HAVE – RIGHT NOW

Palm Coast Business Assistance Center

- Marketing the priceless FREE tools offered
- Providing tools that meet business owners where they are
 - How-to-guide
 - Preliminary Site Plan Review Consultations
 - Expanding resources
- Continually improving internal process – making it EASY
- Continue “Shop Local” messaging

WORKING WITH WHAT WE HAVE – RIGHT NOW

Partnering with Local Businesses – Coastal Cloud

- 311 Case Study
 - Designing solutions together
 - Enhancing our vision of innovation, technology & entrepreneurship
 - Catalyst to building our 'ecosystem'

NEXT STEPS...

- Build upon and continue telling our story
- Approving BAC Grant with FSBDC at UCF
- Approving Innovation Partnership with Coastal Cloud

STRATEGIC RECOMMENDATIONS FOR THE CITY OF PALM COAST

INNOVATION AND ECONOMIC GROWTH INITIATIVE

Bob Cooper / Frontier Service Design, Inc.

August 14, 2018

*This is a high level executive summary of the
Strategic Recommendations document.*

Overview

- The City of Palm Coast is seeking to position itself as a preferred destination for innovation, entrepreneurship and economic growth.
- Specifically, the objectives of this project included two parts:
 - 1) Ideas for the development of Palm Coast “Town Center” and
 - 2) How to attract new business₂ to the City of Palm Coast

Phase 1: Define & Discover

- One-on-one or small group meetings, held with key stakeholders including:
- City Mayor Milissa Holland and City Council members Robert Cuff, Nick Klufas, Steven Nobile and Heidi Shipley / City Manager Jim Landon and Assistant City Manager Beau Falgout / Innovation Team members: Doug Akins, IT Analyst; Denise Bevan, City Admin Coordinator/Community Development; Maeve Dineen, intern; Jason Giraulo, Digital Communications Coordinator; Cindi Lane; Communications & Marketing Director; Ida Meehan. Sr. Planner; Ray Peter, BAC Business Analyst; Debbie Streichsbier, HR Compensation Manager; Steven Viscardi, IT Director; Lina Williams, Budget Manager; Brandon Washington, Parks & Recreation Supervisor / Jeffery Douglas - President of Douglas Property & Development
- Reviewed existing data, studies and reports from the City, as well as new online research.

Phase 2: Synthesize

- After reviewing all of the intelligence collected above, I facilitated a group session with the City's Innovation Team to present a synthesis and summary of the collected data and feedback, as well as our initial thesis, insights and recommendations.
- This session was held at City Hall on April 30th, 2018. During this session, the team brainstormed additional ideas which have been included in this final recommendation.

Phase 3: Analyze & Design

- The full "strategy blueprint" document includes final recommendations for:
 - **Positioning strategy** and the rationale behind it, as well as external messaging
 - **Marketing strategies** with recommended channels of promotion and tactical suggestions including applicable advertising, direct mail, public relations, micro websites, social media, tradeshow/conferences, etc. along with specific action items to be undertaken by City staff and/or contractors.
 - **A business development process** flowchart that provides a "30,000 foot view" of how all the pieces above work together as well as logistical recommendations for gathering, managing, and disseminating information around this ongoing economic development initiative.

SECTION 1

Recommendations for the Development of Palm Coast Town Center

High Level Recommendations

- While there are some things that are out of the City's control, there are four things that can be done by the City to make Town Center a reality:
 1. Bring People to Town Center via **Attractions**
 2. Bring People to Town Center via **Events**
 3. Establish Town Center as a **Hub for Innovation**
 4. Help Find and Secure a **Long-Term Visionary** for Town Center Development

Attractions

TOP Recommendation: High end, full-service **Recreation Center** for the community that would include workout facilities, meeting rooms, pool(s), a climbing wall, etc. This would service as a strong “anchor” for Town Center development and be an attractive amenity for both future residents and employers.

- Skate Park
- Splash Park
- Climbing park / Ropes course
- Petting Zoo
- Observation Tower
- Fixed Balloon Ride
- Regional Food Court / Food
- Marketplace
- Water Park
- Event Venue (Weddings, etc.)
- Iconic Public Art
- Trampoline Park
- Big Slide
- Nature Discovery Center

Events

TOP Recommendation: Create a **unique fitness/intelligence competition** i.e. “Brawn & Brains” that combines a Tough Mudder/Warrior Dash with “Jeopardy” or “Survivor” type skills challenges. Uniquely position it as the “first one ever” and leverage national press coverage.

- Palm Coast Marathon
- Palm Coast Bike Race - leverage bike path network
- Music Festival
- Tennis Tournament
- TED Talk / Speaker Series
- Cheerleading Competition
- Medical Conferences
- “Smart City” Conferences - that leverages Palm Coast’s experience

A Hub for Innovation

TOP Recommendation: Create an advanced **innovation “hub” office space** on the first floor of the City Centre building, next to City Hall. Partner with local entrepreneur(s) to boot-strap the space into a shared-office/meeting/maker facility which is self-funding. Also becomes a central focal point for local Palm Coast investors and technologists.

- Advanced Manufacturing & Robotics (189% 5-year increase in early stage funding deals)
- Ag-Tech (Agriculture Technology) & New Food (171% 5-year increase)
- Blockchain (163% 5-year increase)
- Artificial Intelligence, Big Data & Analytics (77.5% 5-year increase)
- Palm Coast's strengths: Emergency Response Technology (based on Palm

- Coast's fire history and it's top shelf fire department) or Water Treatment Technology (based on Palm Coast's advanced water treatment facilities)
- Based on the City's partnership with Florida Hospital, health related sub sector technologies could include fast growth sectors such as Integrated Medicine. Sports Medicine or Precision Medicine

Find and Secure a Comprehensive Developer to Partner with Douglass Properties and Allete

- Review existing projects and case studies in the U.S. and identify participants
- Partner with the Urban Land Institute for best practices, contacts and recommendations
- Help Douglass Properties secure a master visionary for a fully integrated Town Center over the long haul

Examples of Comprehensive Town Center Developers

- The Hankin Group
- JBG Smith
- Terwilliger Pappas
- CallisonRTKL
- Jacoby Development
- Steiner + Associates
- STIR Architecture
- Environmental Planning & Design
- McCaffery Interests
- The Harris Group
- Copper Carry
- Peterson Companies
- MKSK Studios
- Maceirch
- Rudolph & Sletten
- and others

New business development process for Town Center

- Develop this as a market / create a database
- Create a “pitch” document to send out
- Connect prospects to Douglas Properties and Development, Inc. for follow up

SECTION 2

How to attract new business to the City of Palm Coast

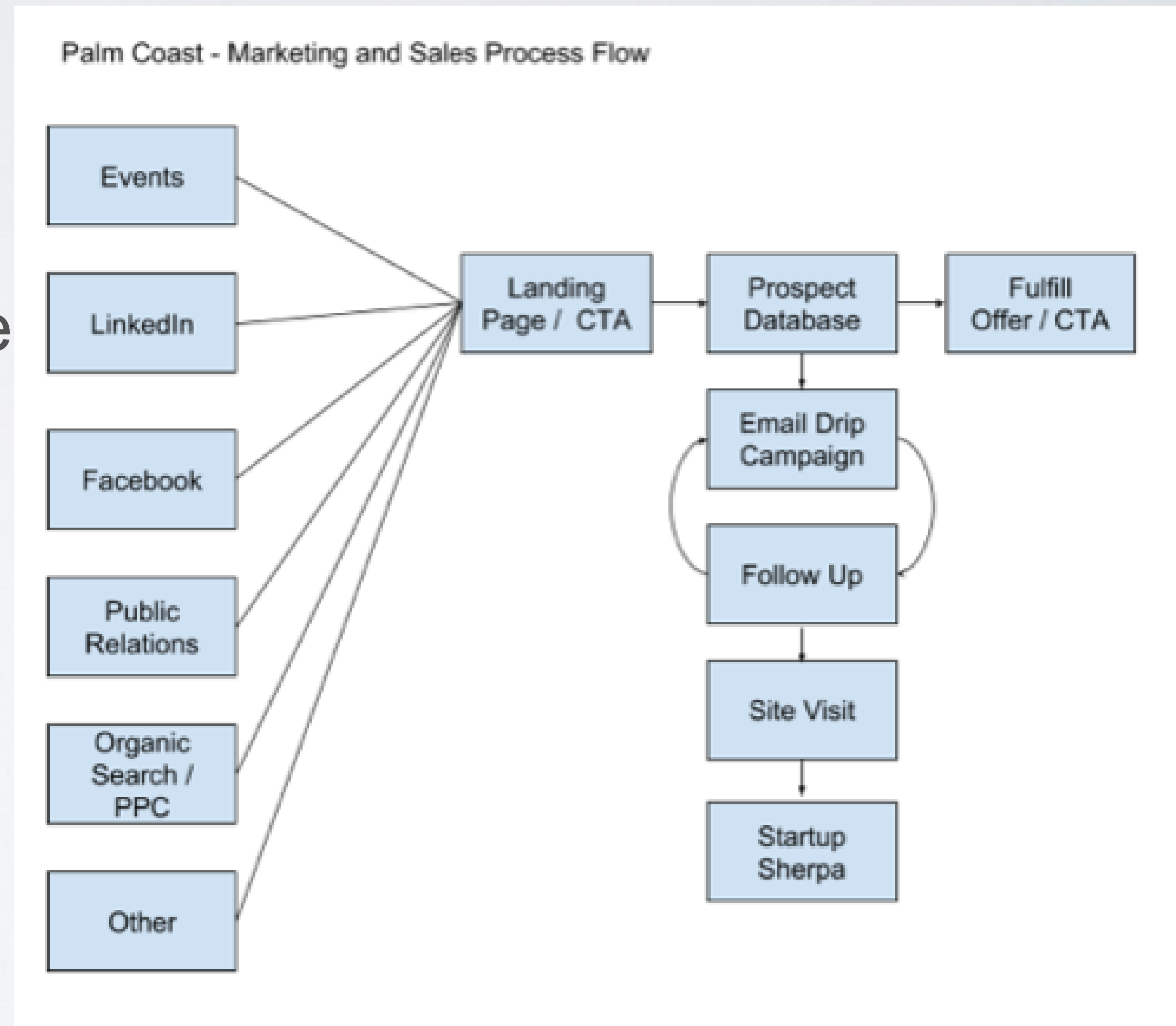
Two Target Audiences

- **New SMB Employers** (small to medium sized businesses)
- **“Work from Anywhere”** professionals include:
 - Full-time (or part-time) employees of larger firms who can technology to accomplish their job, without being present in a centralized location.
 - Freelance professionals who own their own business or consulting firm (typically sole proprietor or partner) who can service clients from virtually anywhere.

Marketing Recommendations

Traditionally, cities, counties, states and countries have referred to the types of efforts described in this document as “economic development.” To me, that sounds like a slow process.

To effect change, the City of Palm Coast must think of itself as a fast growth business, and consider what we are doing here as “marketing and sales.”



Marketing Recommendations

- Branding, Content and Cohesiveness
- Website and website chatbots, and analytics
- Video Production
- Public Relations
- Email & Direct Mail
- Social Media
- Advertising
- Software Tools
- Email Sig Files
- Staffing and Funding

Attracting Business to Palm Coast

- Other considerations:
 - Be easy to do business with - leverage technology and knowledge; “ombudsman/herpa” for new businesses
 - Think globally: partnerships, trade programs, networking, knowledge capital

Action Items from the Strategic Roadmap

- List of 18 action items including:
 - 5 “level 1” priorities
 - 8 “level 2” priorities
 - 5 “level 3” priorities

In Conclusion

- Just as the City prepares for inevitable hurricanes, it also needs to prepare for the next financial storm
- The City needs to think different (not like a City) and seize these business growth opportunities for the future benefit of all citizens. You have the infrastructure; it's ready to scale.
- The question is: If not now, then when?

Thank you

Bob Cooper

Managing Director - Frontier Service Design, Inc.

610-724-1118

bcooper@FrontierServiceDesign.com

Security Assessment and Master Plan

Information Technology Department





**BACKGROU
ND**

- City deploys multiple technologies to provide security to employees & guests at City facilities
 - Access Control
 - Security Cameras
 - Fire/Security Alarms
 - Panic Buttons
 - Emergency Call Stations
 - Enhanced 911 Notification
- City Council has emphasized the need for a comprehensive and integrated approach



REQUEST FOR SOLUTIONS



Request for Solutions

The general purpose of the Request for Solutions (RFS) is to identify Consultants with the **requisite qualifications and resources best suited to provide a security assessment and Security Master Plan for the City of Palm Coast.**

It is the intent of the City, through the Request for Solutions (RFS), to **maximize innovation, letting the marketplace offer solutions instead of issuing a prescriptive RFP.**



Scope of Services

- Operational Security
- Architectural and Physical Security
- Technological Systems
- Surveillance
- Implementation
 - Priority
 - Staffing/Budget Implications
 - Operational Policy
 - Equipment and Service Providers



Response Requirements

1. Solutions Request Executive Summary
2. Table of Contents
3. Solutions Request Understanding and Proposal
4. Experience and Past Performance
5. Projected Cost
6. Innovation and Creativity



Committee Members

- Evaluation Committee
 - City staff representing multiple departments
 - Representative from Flagler County Sheriff's Office
- Rank proposals based on evaluation criteria
- Evaluation Committee will also work with selected consultant to develop Master Plan



Evaluation Criteria

1. Experience and Past Performance **(0 – 40 points)**
2. Project Understanding **(0 – 20 points)**
3. Projected Cost **(0 – 20 points)**
4. Innovation and Creativity **(0 – 20 points)**



Schedule

- Proposal Posting Date – August 29
- Proposal Due Date – September 27
- Evaluations Due – October 4
- Evaluation Meeting – TBD
- Short Listed Firm Presentations (if necessary) – TBD
- Post Notice of Intent to Award – TBD
- City Council Workshop – *Target October 30*
- City Council Business Meeting – *Target November 6*



CONTACT RULES



Contact Rules



All prospective Bidders/Proposers are hereby instructed not to contact any member of the City of Palm Coast City Council, City Manager, or City of Palm Coast staff members other than the noted contact person(s) regarding this bid/request at any time prior to the bid/request having been formally presented to, and voted on by, the City Council. Any such contact shall be cause for rejection of your bid/request submittal.





QUESTIONS



STORMWATER PRESENTATIONS

Stormwater System Overview & Enhancement Options

Stormwater Rate Study Preliminary Analysis

FY19 Stormwater Fund Budget

Tuesday, August 14th 2018



Find Your Florida

Stormwater System Overview & Enhancement Options

Mike Peel, P.E., C.F.M.
City Stormwater Engineer

Carl Cote
City CM&E Manager

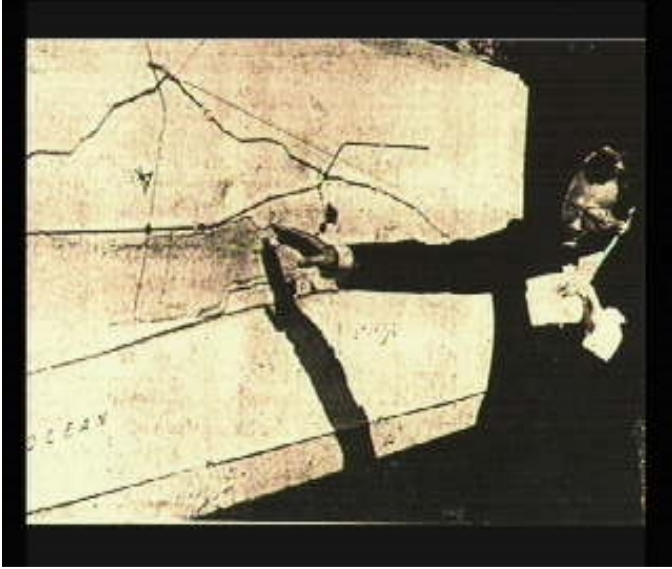
Austin Kladke
City GIS Specialist



Find Your Florida

Stormwater Drainage System Management – Evolution

2013 - Present



1969 – 1991
ITT Community
Development



1991-2005
As-Needed
Maintenance



2005 – 2012 PCCSC
Transitions into COPC
Stormwater Department



Find Your Florida

Stormwater Drainage System Management – Evolution

2013 - Present

- **2013 – Stormwater Fee Adjustment – Implemented 5-YR Stormwater Capital Improvement Plan**
 - **Developed and implemented new stormwater maintenance strategy**
 - **Established Stormwater infrastructure priorities:**
 - **Street Valley Gutters**
 - **Pipe Replacement Program**
 - **Swales**
 - **Stormwater System Hydraulic Modeling**
 - **Major Projects – Canal Control Structures (weir) - 1 Per Year**



Find Your Florida

Stormwater Drainage System Components



1,222 Miles of Swales



58 Miles of Freshwater Canals



31 Control Structures



**154 Miles
of Ditches**



**26 Miles
of Saltwater Canals**



13 Freshwater Lakes – 111 Acres

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Weir Replacement Project – Before & After



Three Sisters

Find Your Florida

Major Pipe Lining – Before & After



Find Your Florida

Stormwater R&R and Capital Improvements

- **Stormwater R&R Improvements Implemented 2012 -Present:**
 - Replaced 43 Street Valley Gutters – Out of a total of 104
 - Replaced 266 of Pipe Crossings – Out of a total of 2,525
 - Maintained 114 miles of Swales – Out of a total of 1,222 miles
 - Minimal ditch rehabilitation
 - Provided weed control for all canals – Minimal debris removal – no dredging program
 - Pipe Lining, Emergency Pipe Replacements, Control Structure Monitoring, and more
- **Stormwater Capital Improvements Implemented 2012 -Present:**
 - Replaced 12 Canal Control Structures (weir) – Out of a total of 31



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Stormwater Operation Activities

- **Development Plan Review – 1,252 Reviews (1/1/2018 – 7/31/2018)**
- **Surveying – Swales/Ditches/Driveway Permits/Special Drainage Projects/Capital Projects, Verify/QC contractor work, interdepartmental support (Utilities – Public Works).**
- **Swale and ditch rehabilitation design, 15 culvert plans and 544 swale plans (1/1/2018-Present)**
- **Stormwater Inspections - Approximately 650/month (3 Inspectors)**
- **Interdepartmental Capital Project Technical Support**
- **Major Pipe Replacements/Weir design & Construction Management**
- **Stormwater System Management (Weirs, Public Outreach & Education)**
- **National Pollution Discharge Elimination System (NPDES)/Municipal Separate Stormwater System (MS4) Permit Management.**



Find Your Florida

Stormwater Fund – Current Rate Funding

	Budget 2018	Estimated 2018	Budget 2019	Change 2018-2019	Percentage Change
Charges for Services	7,270,000	7,265,626	7,287,423	17,423	0.2%
Ad Valorem Taxes	502,590	502,590	520,000	17,410	
SJRWMD Grant	700,000	700,000	-	(700,000)	
Transfer from General Fund	-	200,000	-	-	
Appropriated Fund Balance	278,956	205,639	294,361	15,405	
Total Revenues	8,751,546	8,873,855	8,101,784	(649,762)	-7.4%
Operating Expenses	4,711,638	4,747,256	5,063,979	352,341	7.5%
System R&R	1,580,000	1,715,000	1,282,664	(297,336)	
Capital Projects	1,100,000	1,056,691	400,000	(700,000)	
Debt Service	1,359,908	1,354,908	1,355,142	(4,767)	
Total Expenditures	8,751,546	8,873,855	8,101,784	(649,762)	-7.4%



Find Your Florida

Current FY19 Budget Proposal

- **R&R Projects:**
 - 7 valley gutters per year, 9 years to complete program
 - Replace 4 pipes through seawalls per year, 27 years to complete
 - Replace 43 pipe crossings per year, 52 years to complete
 - Pipe lining of 1 major pipe, (no funding for future pipes, 117 remaining locations)
 - Maintain 23 miles of swales per year, 54 years to maintain system
 - No current ditch maintenance program (other than mowing)
 - Provide weed control for Freshwater Canals – total of 58 miles – no dredging or clearing
- **Major Capital Projects:** No funding available



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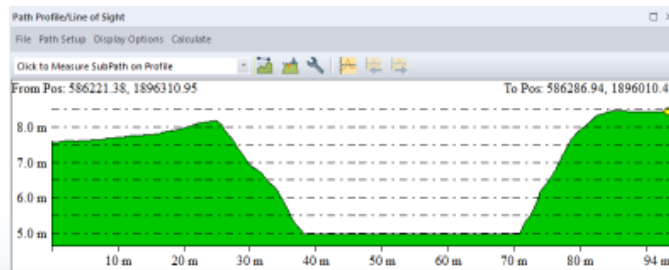
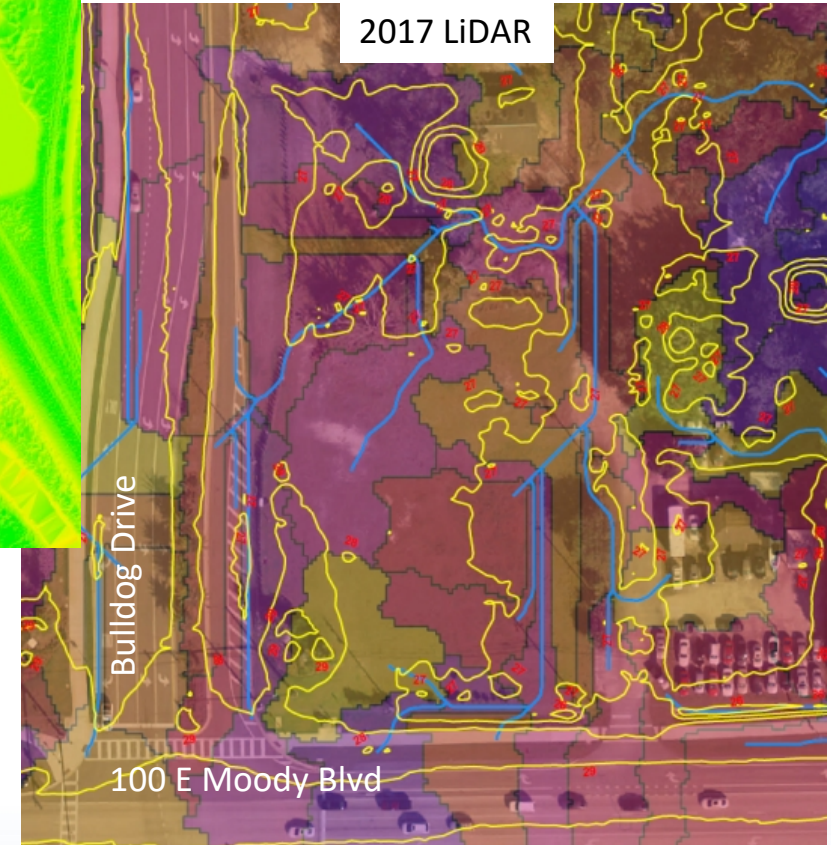
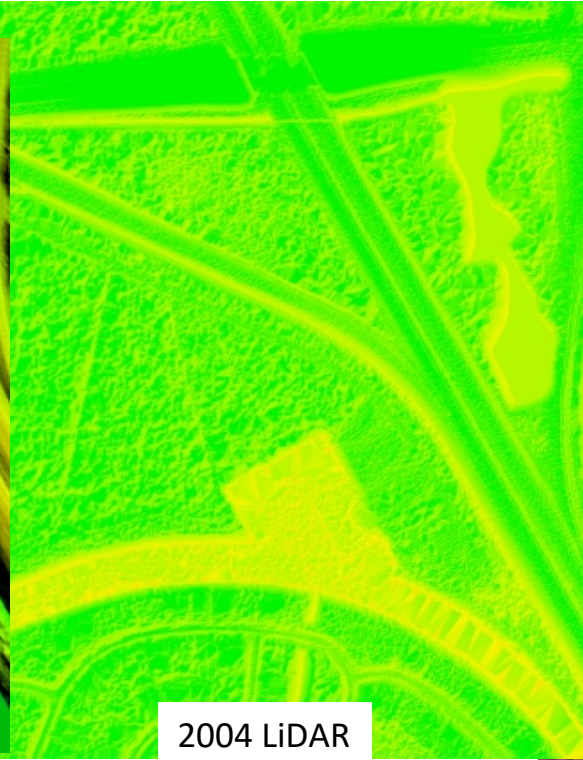
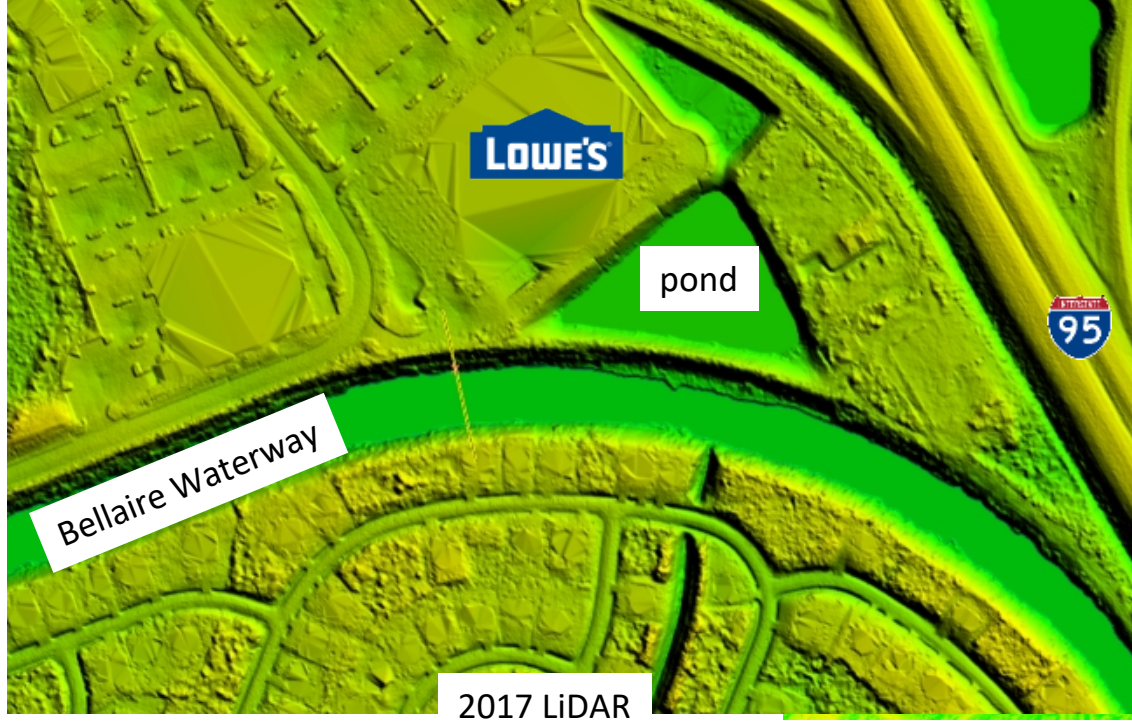
Stormwater System - Moving Forward

- Aging stormwater infrastructure – majority over 40 years old.
- Recent major storm events and prolonged periods of rain have highlighted the need to address the City's aging stormwater infrastructure.
- City staff have identified specific needs and developed a plan of action for accelerating R & R efforts.
- Utilizing new LiDAR information to help evaluate existing system, identify problem areas and opportunities for increasing storage capacity.
- City staff worked closely with professional engineering consultant (DRMP) to analyze our current system and update our 5 and 10 year Stormwater Capital Improvement Plan and create two levels of service options.
- City staff worked with our rate consultant (PRMG) to determine required stormwater fee rate adjustments and reviewed funding alternatives.

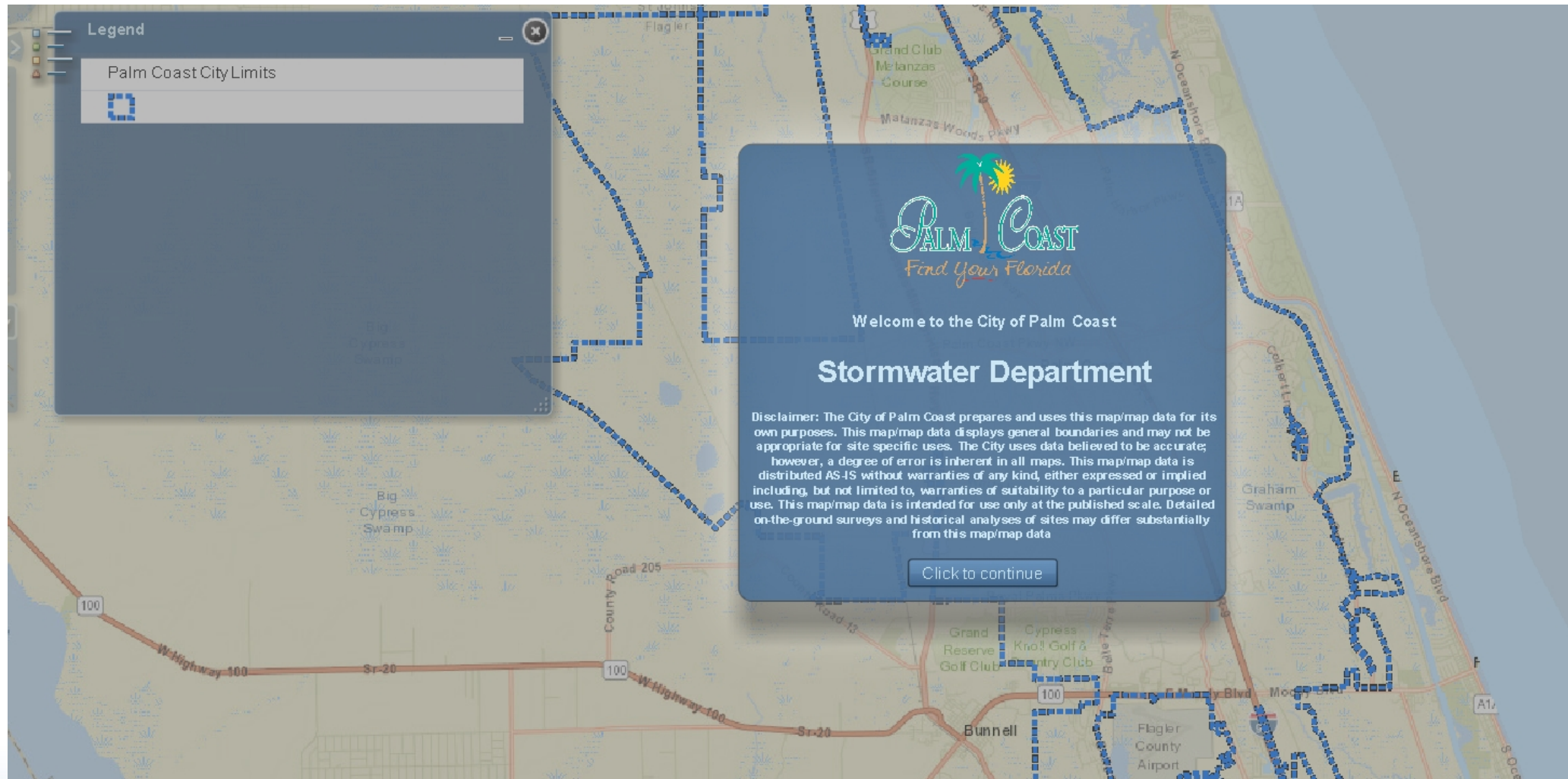


Find Your Florida

Updated LiDAR



GIS Application – Stormwater



Find Your Florida

Enhanced Stormwater Plan

- **Operating:**
 - **Additional funding to meet MS4 permitting requirements &**
 - **Develop Citywide Master Stormwater Plan**
 - **3 Additional staff members**



Find Your Florida

Enhanced Stormwater Plan

- **R&R Items to be enhanced:**
 - **Replace pipes through seawalls – 8/yr vs. 4/yr under current budget (Program complete FY46)**
 - **Clean/Inspect/Line – 2 major pipe crossings**
 - **45 additional pipe & valley gutter replacements per year**
 - **Accelerate small diameter pipe lining program**
 - **Replace concrete lined ditch – F Section**
 - **Increase level of effort for swale and ditch maintenance – establish ditch spray program**



Find Your Florida

Enhanced Stormwater Plan

- **Major Capital Improvement Projects to be added:**
 - **Freshwater canals – dredging storage and detention – 30 yr. Program Starting in FY20 – 1.8 miles per year**
 - **Extending/lining pipes – remove fabriform and replace with conc. Headwall located on Belle Terre at Buddy Taylor Middle School**
 - **Begin preliminary design/permitting for canal dredging and adding storage capacity – Complete initial phase design and begin construction in FY20**
 - **Purchase additional equipment for establishing ditch rehabilitation program**



Find Your Florida

Accelerated Enhanced Stormwater Plan

- **R&R Items to be accelerated from the Enhanced Plan:**
 - **Pipes through seawalls – Complete program by end of FY24**
 - **Saltwater canal endwalls – Complete program by end of FY24**
 - **Contingency funding for future emergency pipe replacements/repairs**



Find Your Florida

Accelerated Enhanced Stormwater Plan

- **Major Capital Improvement Projects to be added to the Enhanced Plan:**
 - **Four additional weir replacements FY19 – FY24**
 - **Replace 84” pipes at Big Mulberry Creek & OKR with box culverts FY29**
 - **Five (5) additional major pipe replacements FY20 – FY24**
 - **Additional major pipe linings:**
 - **Fl. Park Drive – FY20**
 - **7-Oaks Waterway @ Sesame Blvd. – FY21**
 - **7-Oaks Waterway @ Seminole Woods – FY22**
 - **Iroquois Waterway @ Seminole Woods – FY23**
 - **Belle Terre @ Parkview Waterway – FY24**



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Accelerated Enhanced Stormwater Plan

- **Major Capital Improvement Projects to be added to the Enhanced Plan (continued):**
 - **Additional Stormwater Storage/Detention within canal system**
 - **Begin design/permitting – two City owned parcels FY19**
 - **Begin phase I construction – FY20**
 - **Begin phase II construction – FY21**
 - **Additional projects each year FY22 – FY24**
 - **Fresh water canal dredging:**
 - **Design/Permitting FY19**
 - **Begin dredging program FY20 – 5.4 miles per year – 10 yr. program**



Find Your Florida

Stormwater Improvement Plans

- The enhanced plan and the accelerated enhanced plans were provided to the City's Utility Stormwater Rate Consultant to review funding needs and financing options.
- PRMG will now present their Stormwater Rate Analysis



Find Your Florida



Stormwater Rate Study

Summary of Preliminary Analysis



Presented on: August 14, 2018

Presented by: Public Resources Management Group, Inc.

Study Objectives

- Develop a funding strategy to pay for Stormwater System Operations, R&R and Major Capital Improvements
- Estimate revenue requirements to be recovered from stormwater rates
 - Preliminary results based on enhanced capital plan options to address system deficiencies
- Identify the projected rate adjustments necessary to:
 - Maintain adequate cash reserve balances
 - Achieve a positive cash flow over time
 - Meet or exceed the minimum debt service coverage requirements established for existing and future loans

Study Tasks

- Prepare a Financial Forecast
 - Fiscal Years 2019 to 2024
- Develop projections of:
 - Stormwater Revenues
 - Operations and Regulatory Expenses
 - R&R and Major Capital Improvements & Funding
 - Principal & Interest Payments on Existing and Future Debt
 - Adequacy of Revenues under Existing Rates

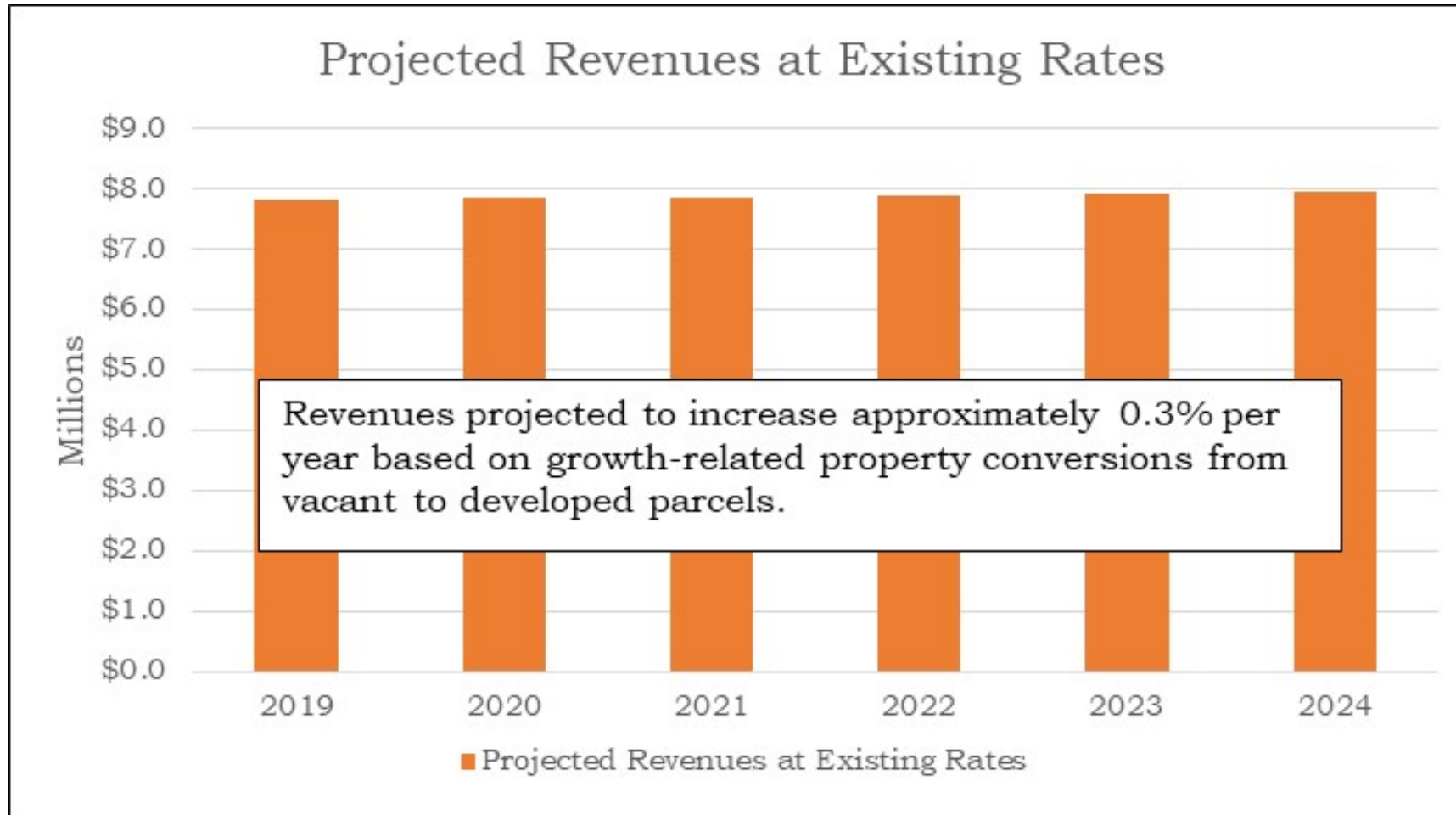
Projected Revenues

- Based on an existing monthly rate of \$11.65 per ERU
 - An ERU = 1.0 Equivalent Residential Unit / Typical Residential Charge
 - Current rate effective January 2013
 - The City has not increased the rate in 5-years
- Projected revenues estimated at \$7.8 million for Fiscal Year 2019
 - Amount based on recent billing information provide by City staff
 - Revenues projected to increase approximately 0.3% per year based on growth-related property conversions from vacant to developed parcels
 - The annual average growth rate in stormwater revenues from new construction is less than amounts planned for other City departments since the additional revenues are based only on the amount of charges above the existing vacant property rates
- Projected revenues include a contribution from ad valorem taxes to compensate the Stormwater System for exempt properties



□ The ad valorem contribution is estimated at approximately

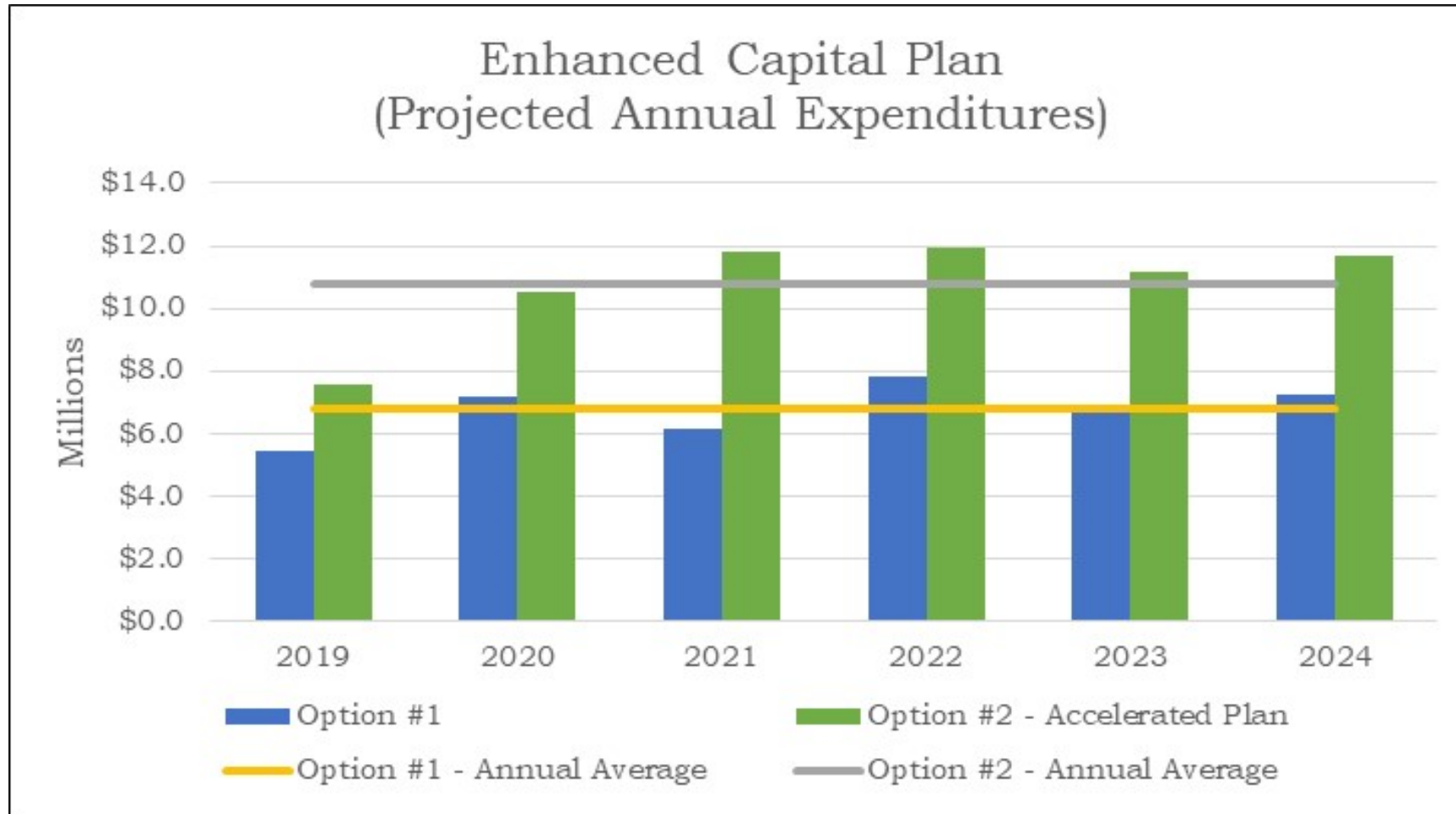
Projected Revenues at Existing Rates



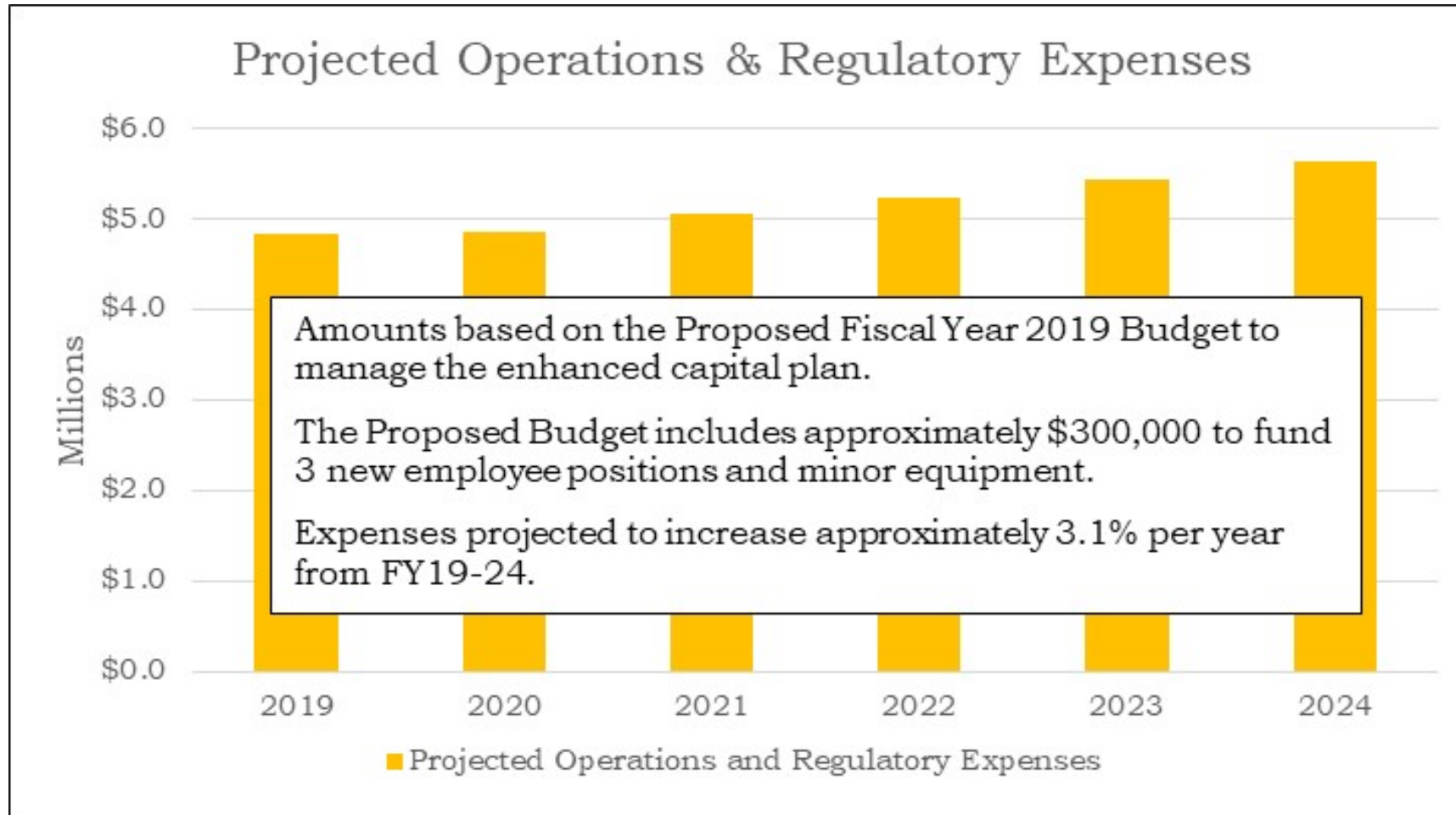
Enhanced Capital Plan FY19-24

- City staff developed enhanced capital plan options:
 - Option #1 - \$40.9 million
 - Option #2 (Accelerated) - \$64.8 million
 - Option #2 includes \$23.9 million of additional project costs when compared to Option #1 (58% more)
 - The average increase is approximately \$4.0 million more per year

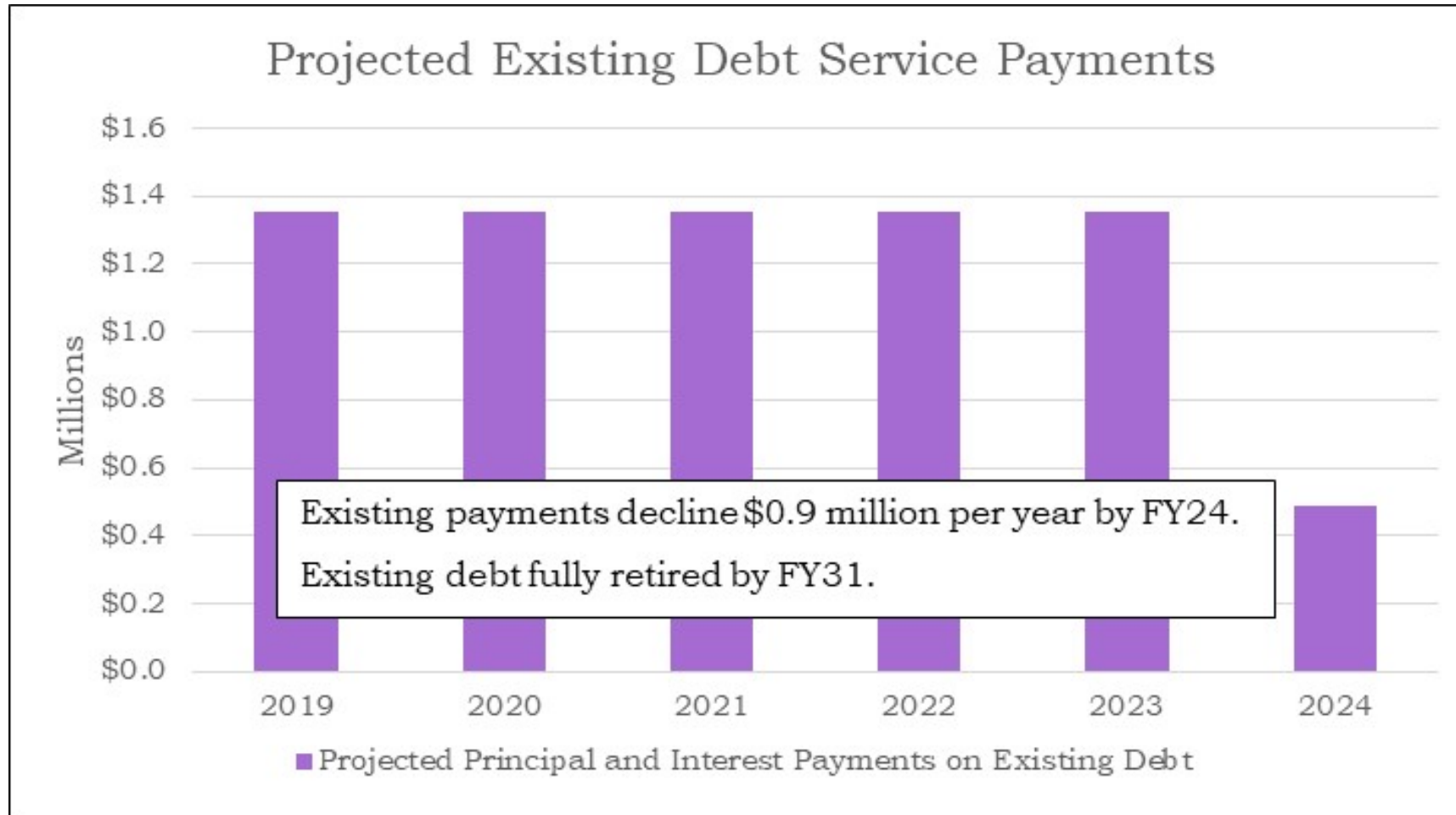
Projected Capital Expenditures



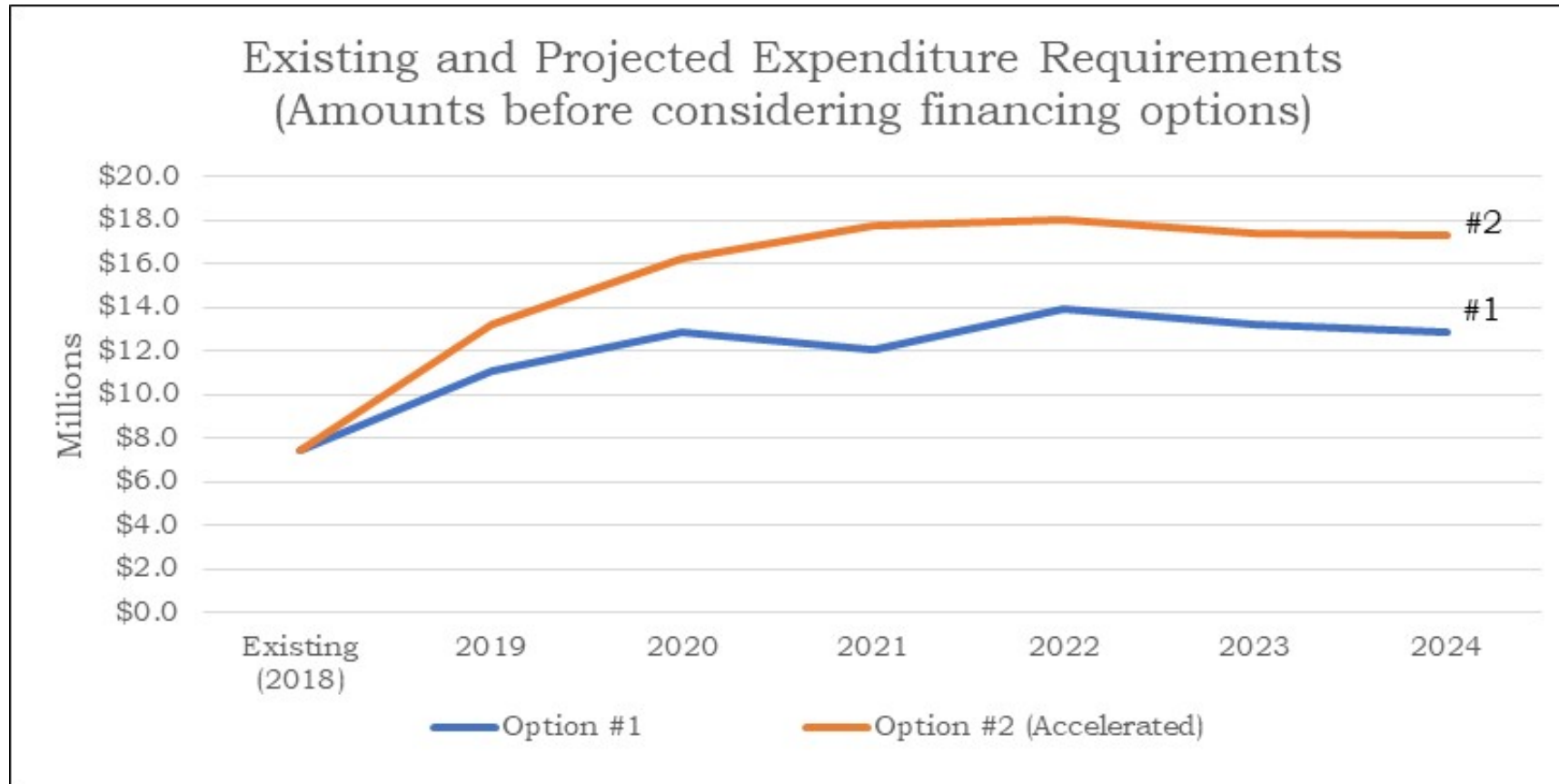
Projected Operations & Regulatory Expenses



Existing Debt Service Payments



Projected Expenditure Requirements



Projects Identified for Debt Financing

- Considered one-time Major Capital Improvements:
 - Water Control Structures: L-4 / K-6 / P-1
 - Freshwater Canal Pipe Lining & Replacement: M-2 / I-2 / PA-1 / Sesame Blvd @ Seminole Waterway
 - Concrete Lined Ditch: Section F
- Considered accelerated improvements to normalize pay-go funding for R&R Improvements:
 - Freshwater Canal Dredging - 75% of project costs
 - North Side London Waterway / Storage & Detention - 80% of project costs
 - Future Storage and Detention Projects - 80% of project costs
 - Ditches Maintenance, Rehab and Equipment - 30% of project costs
- Total projects and amounts vary when considering Options #1 and #2

Summary of Study Options

- Evaluated stormwater rates under a total of four (4) options as follows:
 - Option #1 - \$40.9 million Capital Plan
 - Option #1A (Pay-go)
 - Option #1B (12% Debt Funded or \$4.9 million)
 - Option #2 (Accelerated) - \$64.8 million Capital Plan
 - Option #2A (Accelerated, but Pay-go)
 - Option #2B (Accelerated with 46% Debt Funded or \$29.7 million)
 - Financing assumptions for Options #1B and #2B include the following:
 - Senior Lien / Qualified Bank Loans
 - 20-year term with interest rates ranging from 4-5%
 - Capitalized interest assumed for the first 12-months

Other Study Considerations

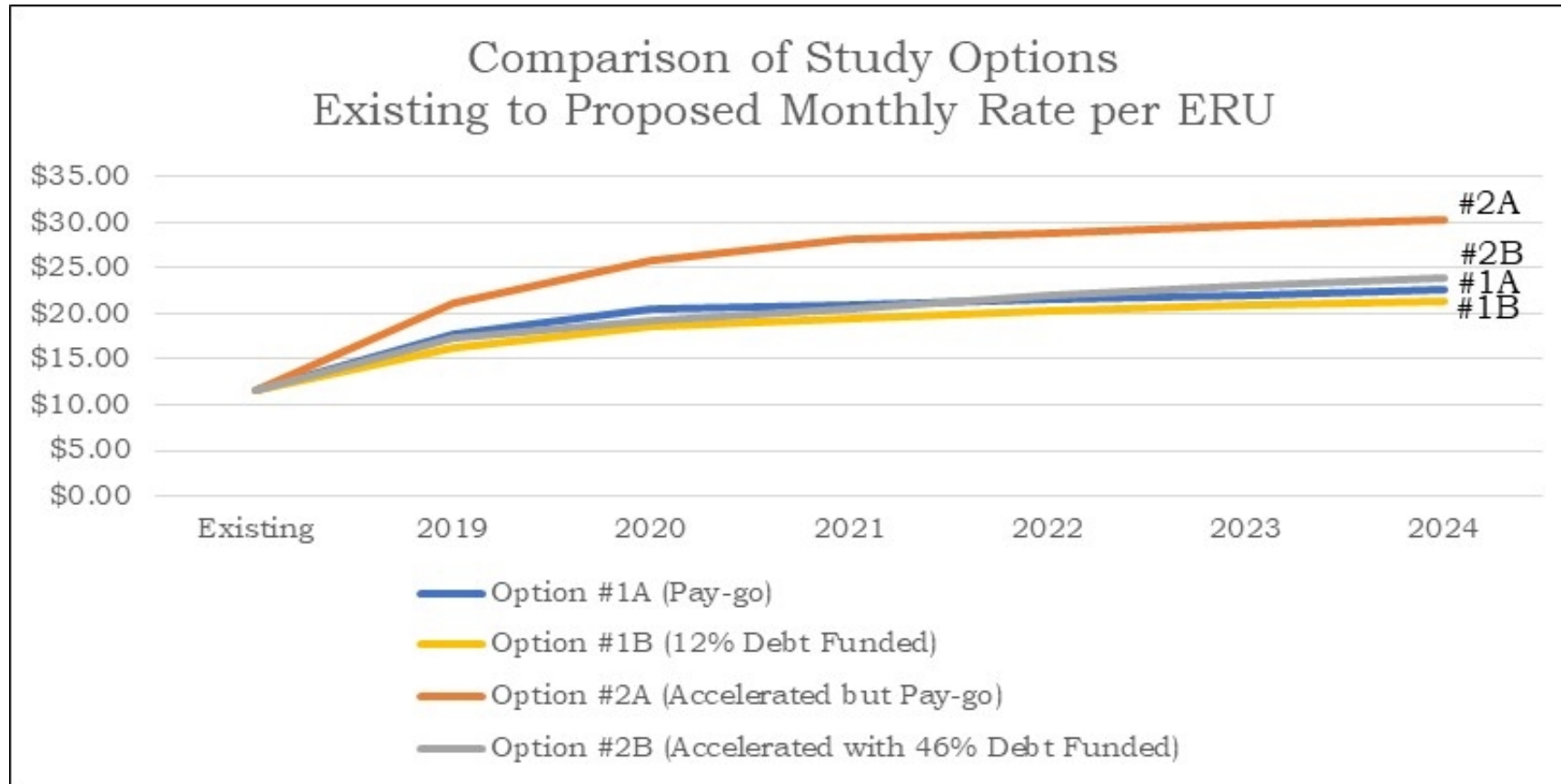
- Target a minimum cash reserve balance of at least 60 days of annual expenses by FY24 or approximately \$900,000
 - The beginning balance for Fiscal Year 2019 is estimated at approximately \$300,000
 - No reserves are available to help phase-in required rate adjustments early in the study period
- Meet or exceed the minimum senior and junior lien debt service coverage requirements
- Study considers implementing an annual index adjustment similar to the water and wastewater rate index

Summary of Projected Increases per Month / ERU^[*]

Description	FY19	FY20	FY21	FY22	FY23	FY24
Option #1A (Pay-go)	\$17.82	\$20.50	\$20.99	\$21.49	\$22.01	\$22.54
Increase per Monthly ERU	\$6.17	\$2.68	\$0.49	\$0.50	\$0.52	\$0.53
Option #1B (12% Debt Funded)	\$16.19	\$18.62	\$19.46	\$20.34	\$20.95	\$21.45
Increase per Monthly ERU	\$4.54	\$2.43	\$0.84	\$0.88	\$0.61	\$0.50
Option #2A (Accelerated, but Pay-go)	\$21.20	\$25.87	\$28.20	\$28.87	\$29.57	\$30.27
Increase per Monthly ERU	\$9.55	\$4.67	\$2.33	\$0.67	\$0.70	\$0.70
Option #2B (Accelerated with 46% Debt Funded)	\$17.24	\$19.14	\$20.48	\$21.91	\$23.01	\$23.93
Increase per Monthly ERU	\$5.59	\$1.90	\$1.34	\$1.43	\$1.10	\$0.92
<p>[*] The Existing Rate is \$11.65 per Monthly ERU. The proposed rates include a 2.9% CPI Index in FY19 and a projected CIP Index of 2.4% per year from FY20-24.</p>						



Comparison of Study Options



Summary of Observations

- The following observations were made when comparing the results:
 - Option #1B (12% Debt Funded) results in the lowest cumulative rate by FY24
 - Under Option #2B (Accelerated with 46% Debt Funded), the City is able to accomplish 58% more R&R and Major Capital Improvements than Option #1B or \$23.9 million
 - The cumulative rate in FY24 under Option #2B is \$2.48 more per monthly ERU than Option #1B
 - The cumulative rate in FY24 under Option #2B is \$1.39 more per monthly ERU than Option #1A

Discussion & Questions



Fiscal Year 2019

Presentation of Stormwater Fund Budget

Tuesday, August 14th 2018

Helena P. Alves, CGFO, CIA, MBA
Finance Director

Lina Williams
Budget Coordinator



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Stormwater Fund – Currently Funded

	Budget 2018	Estimated 2018	Budget 2019	Change 2018-2019	Percentage Change
Charges for Services*	7,270,000	7,265,626	7,287,423	17,423	
Ad Valorem Taxes	502,590	502,590	520,000	17,410	
SJRWMD Grant	700,000	700,000	-	(700,000)	
Transfer from General Fund	-	200,000	-	-	
Appropriated Fund Balance	278,956	205,639	294,361	15,405	
Total Revenues	8,751,546	8,873,855	8,101,784	(649,762)	-7.4%
Operating Expenses	4,711,638	4,747,256	5,063,979	352,341	
System R&R	1,580,000	1,715,000	1,282,664	(297,336)	
Capital Projects	1,100,000	1,056,691	400,000	(700,000)	
Debt Service	1,359,908	1,354,908	1,355,142	(4,767)	
Total Expenditures	8,751,546	8,873,855	8,101,784	(649,762)	-7.4%

*Based on current rates



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Stormwater 5 Year Capital Improvement Plan

	FY18	FY 19	FY 20	FY 21	FY 22	FY 23
Starting Fund Balance	500,000	294,361	-	7,045	-	-
Revenues:						
Ad Valorem Taxes	502,590	520,000	521,560	523,125	524,694	526,268
Stormwater Fees	7,265,626	7,287,423	7,309,285	7,331,213	7,353,207	7,375,266
SJRWMD Grant	700,000	-	-	-	-	-
Transfer from General Fund	200,000	-	-	-	-	-
Total Available Funds	9,168,216	8,101,784	7,830,845	7,861,383	7,877,901	7,901,534
Expenses:						
Operating Expenses	5,379,573	5,539,290	5,831,920	5,953,823	6,025,045	6,111,851
Professional Services	157,503	220,000	160,000	185,000	160,000	160,000
MS4 Permitting Program	60,000	71,000	73,000	75,000	77,000	79,000
Saltwater Canal System	50,000	50,000	50,000	50,000	50,000	50,000
Freshwater Canal System	1,526,779	996,494	733,880	705,060	723,356	708,183
Stormwater Ditches & Swales	1,700,000	1,225,000	975,000	892,500	842,500	792,500
Total Expenditures	8,873,855	8,101,784	7,823,800	7,861,383	7,877,901	7,901,534
Available Funds End of Year	294,361	(0)	7,045	-	-	-



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Stormwater Fund – FY19 Unfunded

Additional Personnel:

\$215,000

Stormwater System Specialist (CM&E)
Project Coordinator (CM&E)
Equipment Operator (VacTruck Support)
Additional operating supplies for new personnel

New Equipment:

\$725,000

Bobcat E55 Excavator (ditch maintenance)
Bobcat E85 Excavator (ditch maintenance)
Bobcat off road UTV (ditch maintenance)
Chipper Truck (ditch maintenance)
MenziMuck M340 amphibious excavator (ditch maintenance)
F350/With Utility Body And Crane (Vac Truck Support Vehicle)
Frontier 4x4 (Project Coordinator)

Projects:

\$4,600,000

Freshwater Canal Dredging
L-4 (Royal Palm Pkwy) Control Structure
W-1 Major Crossing
M-2 (OKR @ Big Mulberry Creek) Major Crossing
Additional Canal End Seawalls & Pipes through Seawalls
Northside London Waterway storage detention
Ditch Spray Program
Concrete lined ditch (F-section)
Emergency pipe replacements
Additional pipe replacements & valley gutters

Based on current funding level, approximately \$5,500,000 of expenses remain unfunded.



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Looking Ahead

Sept. 5th

Public Hearing - Adopt preliminary budget based on current rates

Sept. 11th

Workshop - Final Stormwater Rate Study

Sept. 18th

Business Meeting - Stormwater Rate Consideration for adoption

Sept. 19th

Public Hearing - Adopt final budget according to current rates

Future

Amend Budget according to adopted Stormwater rate



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Fiscal Year 2019

Presentation of Enterprise & Special Revenue Funds

Tuesday, August 14th 2018

Helena P. Alves, CGFO, CIA, MBA
Finance Director

Lina Williams
Central Services Manager, 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



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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 4th deadline)
- ☐ Third Quarter Review
- ☐ Proprietary & Special Revenue Budget Workshop
- ☐ Internal Services & Capital Funds Budget Workshop
- ☐ Final Proposed Budget Presentation



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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



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Special Revenue Funds



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CDBG Grant Fund

	Budget 2018	Estimated 2018	*Budget 2019	Change 2018-2019	Percentage Change
CDBG Entitlement Grant	1,062,981	1,217,298	506,673	(556,308)	-52.33%
Total Revenues	1,062,981	1,217,298	506,673	(556,308)	-52.33%
Total Expenditures	1,062,981	1,217,298	506,673	(556,308)	-52.33%

*2019 Expenditures

Seminole Woods Path	\$175,000
Summer Activity Scholarships	\$15,000
Community Outreach Services (Senior Programs)	\$25,000
Public Service Grants	\$10,000



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Police Education Fund

	Budget 2018	Estimated 2018	Budget 2019	Change 2018-2019	Percentage Change
Revenues	4,750	5,000	4,500	(250)	-5.26%
Appropriated fund balance	3,000	3,000	1,000	(2,000)	-66.67%
Total Revenues	7,750	8,000	5,500	(2,250)	-29.03%
Expenditures	7,750	7,000	4,500	(3,250)	-41.94%
Contingency	-	1,000	1,000	1,000	
Total Expenditures	7,750	8,000	5,500	(2,250)	-29.03%

Advanced & Specialized Training

These funds will be used for the purpose of conducting advanced and specialized training for the members of the Sheriff's Office law enforcement services.



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Special Events Fund

	Budget 2018	Estimated 2018	Budget 2019	Change 2018-2019	Percentage Change
Revenues:					
Recycling Revenue	100,000	100,000	101,175	1,175	1.18%
Grants	20,000	20,000	21,250	1,250	6.25%
Charges for Services	58,545	59,056	64,745	6,200	10.59%
Total Revenues	178,545	179,056	187,170	8,625	4.83%
Total Expenditures	178,545	179,056	187,170	8,625	4.83%

2019 Special Events:

Starlight Event & Parade, Arbor Day, Fireworks in the Park, Hall of Terror, Food Truck Tuesdays, CHIRP, Christmas Tree Recycling, Birds of a Feather, Waterway Cleanup, Feet to Feast, Pink 5K, Eggstravaganza



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NSP Grant Fund

	Budget 2018	Estimated 2018	Budget 2019	Change 2018-2019
Program Income	-	41,124	-	-
Total Revenue	-	41,124	-	-
Operating Expenditures	-	41,124	-	-
Total Expenditures	-	41,124	-	-



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BAC Fund

	Budget 2018	Estimated 2018	Budget 2019	Change 2018-2019	Percentage Change
Charges for Services	5,000	5,000	5,000	-	0.00%
Appropriated Fund Balance	11,500	11,500	11,500	-	0.00%
Total Revenues	16,500	16,500	16,500	-	0.00%
Operating Expenditures	5,000	5,000	5,000	-	0.00%
Reserve	11,500	11,500	11,500	-	0.00%
Total Expenditures	16,500	16,500	16,500	-	0.00%



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Disaster Reserve Fund

	Budget 2018	Estimated 2018	Budget 2019
Federal FEMA Reimbursement	-	1,450,000	-
State FEMA Reimbursement	-	225,000	-
Insurance Settlements	-	8,141	-
Appropriated Fund Balance	-	326,859	-
Total Revenues	-	2,010,000	-
Hurricane Expenditures	-	2,010,000	-

Disaster Reserve Fund Balance Policy

The Disaster Reserve can be used to address unanticipated expenditures arising out of a hurricane, tornado, other major weather related events, and/or other massive infrastructure failures or other disasters, whether man-made or caused by nature, using emergency procedures as provided for in the City's Purchasing Policy.



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Enterprise Funds



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Information Technology Fund – Internal Services

	Budget 2018	Estimated 2018	Budget 2019	Change 2018-2019	Percentage Change
Internal Service Charges	2,107,594	2,107,594	1,953,225	(154,369)	-7.3%
Misc. Revenue	2,000	2,418	500	(1,500)	-75.0%
Transfers from Other Funds*	-	-	51,302	51,302	n/a
Transfer from Enterprise Fund	237,239	254,044	200,000	(37,239)	-15.7%
Transfer from General Fund	-	-	250,000	250,000	n/a
Appropriated Fund Balance	108,053	90,733	226,454	118,401	109.6%
Total Revenues	2,454,886	2,454,789	2,681,481	226,595	9%
<i>*Dept. purchase of new IT equipment</i>					
Operating Expenditures	2,392,886	2,361,789	2,560,481	167,595	7.0%
Capital Outlay	62,000	93,000	121,000	59,000	95.2%
Total Expenditures	2,454,886	2,454,789	2,681,481	226,595	9%

	2018	2019	**2018-2019
Personnel (FTE)	13	13.5	0.5

****Project Manager (start April 2019)**

****Move 50% of Shared Staff Assistant to CM&E**



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Information Technology Fund – Enterprise

	Budget 2018	Estimated 2018	Budget 2019	Change 2018-2019	Percentage Change
Fiber Optic Charges	230,000	286,440	288,440	58,440	25.4%
Cell Tower Consulting	21,000	35,000	20,000	(1,000)	-4.8%
Cell Tower Rentals	275,000	227,684	204,317	(70,683)	-25.7%
Misc. Revenue	-	5,421	-		
Total Revenues	526,000	554,545	512,757	(13,243)	-2.5%
Operating Expenditures	179,630	209,370	225,669	46,039	25.6%
Cell Tower Consulting	21,000	35,000	20,000	(1,000)	-4.8%
Transfer to Internal Service Fund	237,239	254,044	200,000	(37,239)	-15.7%
Other	16,131	16,131	17,088	957	n/a
Capital Outlay	72,000	40,000	50,000	(22,000)	-30.6%
Total Expenditures	526,000	554,545	512,757	(13,243)	-3%

	2018	2019	2018-2019
Personnel (FTE)	0	1	1

*Broadband Project Manager



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Solid Waste Fund

	Budget 2018	Estimated 2018	Budget 2019	Change 2018-2019	Percentage Change
Contractual Services	8,367,960	8,392,392	8,450,296		
Yard Debris Hauling - Hurricane Irma	-	203,000	-		
Total Expenditures	8,367,960	8,595,392	8,450,296	82,336	0.98%
Solid Waste Charges	8,367,960	8,392,392	8,450,296		
Appropriated Fund Balance	-	203,000	-		
Total Revenues	8,367,960	8,595,392	8,450,296	82,336	0.98%



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Building Permits Fund

	Budget 2018	Estimated 2018	Budget 2019	Change 2018-2019	Percentage Change
Permits, Fees and Miscellaneous	2,318,000	2,318,000	2,318,000	-	0.0%
Interest	15,000	15,000	15,000	-	100.0%
Total Revenues	2,333,000	2,333,000	2,333,000	-	0.0%
Operating Expenditures	1,861,675	1,831,207	2,165,791	304,116	16.3%
Reserves	471,325	501,793	167,209	(304,116)	-64.5%
Total Expenditures	2,333,000	2,333,000	2,333,000	-	0.0%

	2018	2019	*Change 2018-2019
Personnel (FTE)	17.55	20.05	2.50

*Building Inspector, Plans Examiner, 50% of Compliance Manager



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Looking Ahead

Aug. 28th

Budget Workshop - Internal Services Funds

Budget Workshop - Capital Funds

Sept. 4th

Budget Workshop - Final Proposed Budget Presentation

Business Meeting - Approval of Water/Wastewater Utility Rate
Adjustments

Sept. 5th

Public Hearing to adopt tentative millage rate and Budget

Sept. 11th

Workshop - Final Stormwater Rate Study

Sept. 18th

Business Meeting - Stormwater Rate Consideration

Sept. 19th

Final Public Hearing to adopt final millage and budget



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