



City of Palm Coast

Agenda

CITY COUNCIL BUSINESS

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

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

Tuesday, August 7, 2018

6:00 PM

CITY HALL

City Staff

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

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CALL TO ORDER

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL

PUBLIC PARTICIPATION

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

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

MINUTES

1 CITY COUNCIL MINUTES

July 17, 2018 Business Meeting

July 17, 2018 Special Workshop - Budget

July 31, 2018 Special Meeting - Budget

July 31, 2018 Workshop

PUBLIC HEARING

ORDINANCES SECOND READ

- 2 ORDINANCE 2018-XX AMENDING CHAPTER 44, TRAFFIC AND VEHICLES AND CHAPTER 2, SECTIONS 226 AND 227 OF THE CITY OF PALM COAST'S CODE OF ORDINANCES RELATING TO REGULATIONS AND CIVIL CITATIONS FOR HANDICAPPED PARKING**

ORDINANCES FIRST READ

- 3 ORDINANCE 2018-XX AMENDING CHAPTER 42 STREETS, ROADS, BRIDGES AND OTHER PUBLIC PLACES RELATING TO UTILITY LINES IN PUBLIC RIGHTS-OF-WAY**

RESOLUTIONS

- 4 RESOLUTION 2018-XX APPROVING A SUBDIVISION PLAT OF THE WATERSIDE SUPER CENTER**
- 5 RESOLUTION 2018-XX TO APPROVE THE FINAL PLAT FOR HIDDEN LAKES PHASE I - SECTION 2B REPLAT**
- 6 RESOLUTION 2018-XX APPROVING THE PURCHASE OF AN ADVANCED METERING INFRASTRUCTURE SYSTEM FROM SENSUS USA, INC.**
- 7 RESOLUTION 2018-XX APPROVING A CONTRACT WITH HALIFAX PAVING, INC AND A WORK ORDER WITH SAI FOR THE CONSTRUCTION AND CONSTRUCTION ENGINEERING & INSPECTION SERVICES OF SEMINOLE WOODS/SR 100 TURN LANE PROJECT**
- 8 RESOLUTION 2018-XX APPROVING A WORK ORDER WITH CPH, INC. FOR DESIGN SERVICES FOR IMPROVEMENTS TO CITATION BOULEVARD**

- 9 RESOLUTION 2018-XX APPROVING A WORK ORDER WITH ENGLAND-THIMS & MILLER INC., FOR DESIGN SERVICES RELATED TO THE WHITEVIEW PARKWAY IMPROVEMENT PROJECT**

CONSENT

- 10 RESOLUTION 2018-XX APPROVING A FDOT LAP SUPPLEMENTAL AGREEMENT FOR LAKEVIEW BOULEVARD MULTI-USE PATH PROJECT**
- 11 RESOLUTION 2018-XX APPROVING AN EASEMENT WITH PALM COAST ELKS LODGE #2709, INC. FOR THE OLD KINGS ROAD NORTH WIDENING PROJECT**
- 12 RESOLUTION 2018-XX APPROVING A CONTRACT WITH S.E. CLINE CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE CONCENTRATE MAIN CONVERSION PROJECT**
- 13 RESOLUTION 2018-XX GRANTING A TEMPORARY RIGHT-OF-WAY AGREEMENT TO FPL AS REQUIRED FOR THE SOUTHERN WELLFIELD EQUIP 3 WELLS & RAW WATER MAIN, PHASE 3 PROJECT**
- 14 RESOLUTION 2018-XX APPROVING A REAL ESTATE EXCHANGE AGREEMENT WITH PALM WAGAS IV, LLC FOR RIGHT-OF-WAY ALONG BULLDOG DRIVE**
- 15 RESOLUTION 2018-XX APPROVING A BULLDOG DRIVE RIGHT-OF-WAY MAINTENANCE MAP AND A REVISED RIGHT-OF-WAY MAP FOR BULLDOG DRIVE**
- 16 RESOLUTION 2018-XX APPROVING A MODIFICATION TO AN AGREEMENT BETWEEN THE CITY OF PALM COAST AND FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR THE PURCHASE AND INSTALLATION OF A GENERATOR AT CITY HALL**
- 17 RESOLUTION 2018-XX APPROVING 2019 LEGISLATIVE PRIORITIES**

PUBLIC PARTICIPATION

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

DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

ADJOURNMENT

- 18 CALENDAR/WORKSHEET**

City of Palm Coast, Florida Agenda Item

Agenda Date: 08/07/2018

Department	CITY CLERK	Amount
Item Key	3982	Account
		#
Subject	CITY COUNCIL MINUTES July 17, 2018 Business Meeting July 17, 2018 Special Workshop-Budget July 31, 2018 Special Meeting-Budget July 31, 2018 Workshop	
Background :		
Recommended Action :		



**City of Palm Coast
Minutes
CITY COUNCIL SPECIAL
WORKSHOP-BUDGET
FOLLOWING BUSINESS
MEETING**

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, July 17, 2018

9:00 AM

CITY HALL

City Staff

Jim Landon, City Manager

William Reischmann, City Attorney

Virginia A. Smith, City Clerk

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A CALL TO ORDER

Mayor Holland called the meeting to order at 10:47 AM

B PLEDGE OF ALLEGIANCE TO THE FLAG

C ROLL CALL

City Clerk Virginia Smith called the roll. CM Klufas is excused.

D PRESENTATIONS

- 1 PRESENTATION OF THE FY 2019 PROPOSED GENERAL FUND BUDGET AND THE FY 2018 REVISED GENERAL FUND BUDGET**

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

Staff requested direction from Council relating to the millage rate.

E PUBLIC PARTICIPATION

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*Mr. Nieleback-\$570K reimbursed; where did that go and where will it be applied?
When that money comes in what year is it applied to, etc.?*

Response to Public Comment

Ans: Mayor Holland-Reimbursement funds will go back into the Emergency Fund to replenish the fund.

F ADJOURNMENT

The meeting was adjourned at 12:05 p.m.

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



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

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

Tuesday, July 17, 2018 **9:00 AM** **CITY HALL**

City Staff

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

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CALL TO ORDER

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

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL

Present and responding to roll call were the following:

Council:	Robert Cuff
	Nick Klufas
	Heidi Shipley
	Milissa Holland
	Vincent Lyon

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

PUBLIC PARTICIPATION

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Steve Carr-Traffic on Florida Park Drive

Robert MacDonald-Defective sprinkler heads on Belle Terre Pkwy and Code Enforcement in the R Section.

Responses to Public Comment

Sprinklers-Mayor Holland requested Mr. Landon have the sprinklers checked.

MINUTES

Pass

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

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland

- 1 CITY COUNCIL MINUTES
June 19, 2018 Business Meeting
July 10, 2018 Workshop**

PUBLIC HEARINGS

ORDINANCES FIRST READ

- 2 ORDINANCE 2018-XX AMENDING CHAPTER 44, TRAFFIC AND VEHICLES AND CHAPTER 2, SECTIONS 226 AND 227 OF THE CITY OF PALM COAST'S CODE OF ORDINANCES RELATING TO REGULATIONS AND CIVIL CITATIONS FOR HANDICAPPED PARKING**

City Attorney Reischmann read the title into the record.

Mr. Landon gave a brief summary of this item.

Public Comment

Jack Carrall in favor of towing the cars away.

Responses to Public Comment

Mr. Landon stated the towing of cars would be up to the Sheriff.

Council held further discussion on the item to track the process and if necessary to add towing as part of the Ordinance.

Pass

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

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland

RESOLUTIONS

3 RESOLUTION 2018-XX COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FEDERAL FISCAL YEAR 2018 ANNUAL ACTION PLAN

Mr. Landon gave a brief overview to this item. Mr. Jose Papa presented a PowerPoint presentation, which is attached to these minutes.

Public Comment

Mr. Neileback-dates of spending.

Denise Calderwood-spending of the money under CDBG.

Responses to Public Comment

Fiscal Year-Mr. Papa-That is the Federal Fiscal Year. Explained how the allocation works and how we spend the money.

Pass

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

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

CONSENT

4 RESOLUTION 2018-XX APPROVING A MASTER SERVICE CONTRACT WITH LOSE DESIGN FOR THE RECREATION CENTER MASTER PLAN DESIGN

Mayor Holland requested this item be pulled from the consent agenda.

Mr. Landon provided a brief overview to this item. Mr. Carl Cote presented a PowerPoint presentation, which is attached to these minutes.

Council held a discussion on this item. Mr. Landon provided additional information relating to this item.

Public Comment

Alan Petersen-First opposed this project but has changed his mind. Need to have some kind of design done with detailed discussion from Council.

George Mayo-Agree with Mr. Petersen. We should look at funding sources.

Frank Vignati-Opposed to spending the \$100K at this time-cart before the horse.

John Brady-wants versus needs; opposes the project.

Denise Calderwood-LSAC committee and history of Parks and Recreation facilities.

Responses to Public Comments

Mayor Holland confirmed revenue sources allowed under the Charter. Dedicated funding sources vs. ad-valorem, sales tax (shop local-very important), fuel tax, etc.

Pass

Motion made to disapprove made by Council Member Klufas and seconded by Council Member Lyon

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

5 RESOLUTION 2018-XX APPROVING FIRST AMENDMENT TO AGREEMENT WITH THE FLAGLER COUNTY SHERIFF'S OFFICE FOR LAW ENFORCEMENT SERVICES

R20180087

Pass

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

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

6 RESOLUTION 2018-XX APPROVING THE NUISANCE ABATEMENT INITIAL ASSESSMENT

R20180088

Pass

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

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

- 7 RESOLUTION 2018-XX APPROVING A WORK ORDER WITH CPH, INC., FOR ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR THE FORCEMAIN AND SEWER PUMP STATION IMPROVEMENTS- PINE LAKES PARKWAY AND US1 PROJECT**

R20180089

Pass

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

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

- 8 RESOLUTION 2018-XX AUTHORIZING EXPENSES FOR INDIAN TRAILS SPORTS COMPLEX FIELD IMPROVEMENTS**

R20180090

Pass

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

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

- 9 RESOLUTION 2018-XX APPROVING A MASTER SERVICE CONTRACT WITH ELITE MARINE CONSTRUCTION FOR A SEAWALL INSTALLATION PROJECT**

R20180091

Pass

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

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

PUBLIC PARTICIPATION

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

George Mayo-Turn lane on SR 100 for the Aldi Center. Thanked Council for getting the turn lane installed. Houses being built next to existing houses.

John Brady-Surplus of \$77K for the golf course? Is that correct? Why not say something about it?

Denise Calderwood-In 1998 there was discussion on the Town Center concept included a recreation center.

Responses to Public Comment

Left turn lane on Belle Terre-Ans: Mr. Landon-Gave developer the option to pay for it by impact fees or do it as part of their project. Impact fees paid for the turning lane.

Traffic lights-Ans: Mr. Landon-we will take a look at it. The tree limb will be corrected soon.

Golf Course-Major turnaround. We have a great administrator out there. Mr. Landon-We will know September 30 how well it went.

DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

VM Cuff received an email on car break ins-Waterfront and Graham Swamp areas. Security cameras status. Mayor Holland discussed the timing of these seem to be youth related. We need to take this very seriously. He would like Mr. Landon to take a very aggressive approach to security at our amenities. We need to ensure safety. Mr. Landon-We will immediately work with the Sheriff's office. We also have a proposal coming to your next workshop on security in our parks.

Mark Carman discussed the issues and how the Sheriff's office is responding.

CM Shipley-Lights on Lakeview Blvd. Mr. Landon provided an update to the FPL issues and the path with lighting.

Mayor Holland-Attended a conference hosted by the Kauffman Society on entrepreneurship. We were designated an opportunity zone. We need an opportunity zone plan on how we are going to use the opportunity zone. The Plan needs to be in place by January 2019 in order to receive funds/grants. The plan needs to reflect cultural diversity for success. She asked for this item to be brought up at a workshop. Mr. Landon suggested first workshop in August.

DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

Nothing at this time.

DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

Food Truck Tuesday tonight from 5 to 8 pm. BMX Tricksters will be performing tonight. They are very popular.

Park and Play Night at Holland Park. 6 to 9 pm.

Saturday is Tour De Palm Coast begins at Community Center 8 am

Budget Award to our Finance Department. Lina Williams received the Budget Presentation award.

Budget workshop to begin at 10:45 am.

ADJOURNMENT

The meeting was adjourned at 10:31 a.m.

Respectfully submitted by:

*Virginia A. Smith, MMC
City Clerk*



**City of Palm Coast
Minutes
CITY COUNCIL SPECIAL
MEETING-BUDGET**

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

Tuesday, July 31, 2018

9:00 AM

CITY HALL

City Staff

Jim Landon, City Manager

William Reischmann, City Attorney

Virginia A. Smith, City Clerk

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A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

Present and responding to roll call were the following:

Council: Robert Cuff
Milissa Holland
Vincent Lyon

Absent
Council: Nick Klufas
Heidi Shipley

Ms. Settle called the roll. Council Members Klufas and Shipley were reported they would be late.

D. PUBLIC PARTICIPATION

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No comments were received.

E. RESOLUTIONS

1. RESOLUTION 2018-XX SETTING A PROPOSED MAXIMUM AD VALOREM MILLAGE RATE AND TENTATIVE BUDGET HEARING DATE, TIME, AND LOCATION

R20180092

Mr. Landon gave an overview of the item. Ms. Alves and Ms. Williams presented a PowerPoint presentation, which is attached to these minutes.

*Public Hearings for the budget was announced as
September 5 5:05 p.m.
September 19 5:05 p.m.*

Pass

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

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

F. PUBLIC PARTICIPATION

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

Jack Carrall-How does this increase our taxes?

Mayor Holland explained the other factors that take place in what goes into the home tax. Mr. Landon explained the impact of 4.6 vs. 4.7 to the average home owner would be an increase of \$11 dollars a year.

G. ADJOURNMENT

Motion by Vice Mayor Cuff, seconded by Council Member Lyon to adjourn the meeting at 9:11 a.m.

*Respectfully submitted,
Kate Settle, CMC
Deputy City Clerk*



**City of Palm Coast
Minutes
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, July 31, 2018

9:00 AM

CITY HALL

City Staff

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

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CALL TO ORDER

Mayor Holland called the meeting to order at 9:12 a.m.

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL

PUBLIC PARTICIPATION

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Council Members and staff will be available after the meeting to discuss the matter and answer questions.

No comments were received.

PRESENTATIONS

1 PRESENTATION UTILITY RATE STUDY AND BUDGET REVIEW

Mr. Landon gave an overview of the item. The City does a study every five years to assess whether the utility rates can keep up with the demand. Mr. Landon reported the infrastructure is aging and the City needs to keep up with the maintenance of the infrastructure.

Rob Ori and Jeff Wilson, Public Resources Management Group, gave a presentation to Council on the findings of their study.

Council Member Klufas arrived at 9:20 a.m.

Discussion included the City meeting water and sewer capacity; the Consumptive Use Permit (CUP) and the possible need for alternative water sources; the accuracy of the assessments of the infrastructure; the technology updates Utility uses; some of the infrastructure being much older than the age of the City.

The increase to the average household would be two dollars a month in order to maintain the infrastructure that is currently in place and to get ahead of any possible problems.

Utility Budget Review

Ms. Alves and Ms. Williams presented the 2019 Utility Operating and Capital budget (presentation attached to these minutes).

Topics discussed included more personnel; training for personnel; customer service personnel; and the storms affecting the budget overages.

Budget Workshops August 14th and 28th

September 4 at 4:30 p.m. will be the final proposed budget presentation.

Public Hearings will be held: September 5 at 5:30 p.m. and September 19 at 5:30 p.m.

2 RESOLUTION 2018-XX APPROVING THE PURCHASE OF AN ADVANCED METERING INFRASTRUCTURE SYSTEM FROM SENSUS USA, INC.

Mr. Landon gave an overview of the item. Randy Zaleski reviewed his presentation with Council (presentation is attached to these minutes).

Topics discussed included: an inventory of older meters and integration with current systems. This item was continued to the next business meeting.

3 RESOLUTION 2018-XX APPROVING A CONTRACT WITH HALIFAX PAVING, INC AND A WORK ORDER WITH SAI FOR THE CONSTRUCTION AND CONSTRUCTION ENGINEERING & INSPECTION SERVICES OF SEMINOLE WOODS/SR 100 TURN LANE PROJECT.

Mr. Landon gave an overview of the item. Ms. Alena Dvornikova gave a presentation to Council (presentation is attached to these minutes). A question and answer period followed.

Topics discussed include; the safety issue at RaceTrac; TPO funding; impact fees paying for the project. This item was continued to the next business meeting.

4 RESOLUTION 2018-XX APPROVING A WORK ORDER WITH CPH, INC. FOR DESIGN SERVICES FOR IMPROVEMENTS TO CITATION BOULEVARD

Mr. Landon gave an overview of the item. Alena Dvornikova gave a presentation to Council (presentation is attached to these minutes). A question and answer period followed.

Topics discussed included: FDOT classification of a bridge; material upgrades necessary for the piping; name change to the street; time frame; nine months permitting process and construction possibly next summer. This item was continued to the next business meeting.

5 RESOLUTION 2018-XX APPROVING A WORK ORDER WITH ENGLAND-THIMS & MILLER INC., FOR DESIGN SERVICES RELATED TO THE WHITEVIEW PARKWAY IMPROVEMENT PROJECT

The meeting recessed at 11:56 a.m. The meeting reconvened at 12:25 p.m.

Mr. Landon gave a brief overview of the item. Alena Dvornikova gave a presentation to Council (presentation is attached to these minutes). A question and answer period followed. Topics discussed included multiple fatalities on Whiteview Parkway; residents' input into the design; additional lighting; streets from White View to Pine Lakes Parkway and restricting Woodbury as a cut through and construction costs. This item was continued to the next business meeting.

WRITTEN ITEMS

6 RESOLUTION 2018-XX APPROVING A FDOT LAP SUPPLEMENTAL AGREEMENT FOR LAKEVIEW BOULEVARD MULTI-USE PATH PROJECT

Mr. Landon gave an overview of the item. This item was continued to the next business meeting.

7 RESOLUTION 2018-XX APPROVING AN EASEMENT WITH PALM COAST ELKS LODGE #2709, INC. FOR THE OLD KINGS ROAD NORTH WIDENING PROJECT

Mr. Landon gave an overview of the item. Topic discussed included the number of properties needed to be acquired in order to complete the project and the time constraint to comply with FDOT requirements. This item was continued to the next business meeting.

8 RESOLUTION 2018-XX APPROVING A CONTRACT WITH S.E. CLINE CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE CONCENTRATE MAIN CONVERSION PROJECT

Mr. Landon gave a brief overview of the item. This item was continued to the next business meeting.

9 RESOLUTION 2018-XX GRANTING A TEMPORARY RIGHT-OF-WAY AGREEMENT TO FPL AS REQUIRED FOR THE SOUTHERN WELLFIELD EQUIP 3 WELLS & RAW WATER MAIN, PHASE 3 PROJECT

Mr. Landon gave an overview of the item. This item was continued to the next business meeting.

10 RESOLUTION 2018-XX APPROVING A REAL ESTATE EXCHANGE AGREEMENT WITH PALM WAGAS IV, LLC FOR RIGHT-OF-WAY ALONG BULLDOG DRIVE

Mr. Landon gave an overview of the item. Mr. Falgout gave a presentation to Council. A question and answer period followed. Topics discussed included drainage; improved access; Wawa being in the final site plan; Wawa being a couple weeks away from the development order; sidewalk improvements going in with Phase I; possible issues with students parking at the entry way to Town Center. This item was continued to the next business meeting.

11 RESOLUTION 2018-XX APPROVING A BULLDOG DRIVE RIGHT-OF-WAY MAINTENANCE MAP AND A REVISED RIGHT-OF-WAY MAP FOR BULLDOG DRIVE

Mr. Falgout gave an overview of the item. This item was continued to the next business meeting.

12 ORDINANCE 2018-XX AMENDING CHAPTER 42 STREETS, ROADS, BRIDGES AND OTHER PUBLIC PLACES RELATING TO UTILITY LINES IN PUBLIC RIGHTS-OF-WAY

Mr. Landon gave an overview of the item. Attorney Reischmann explained the change to the chapter would be for the utility companies to increase the depth of buried cables and for them to maintain the depth of those cables in the swales. This item was continued to the next business meeting.

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

Mr. Landon gave a brief overview of the item. The resolution amends the current agreement to include a larger generator. This item was continued to the next business meeting.

14 RESOLUTION 2018-XX APPROVING 2019 LEGISLATIVE PRIORITIES

Mr. Landon gave an overview of the item. Topics discussed included the process of determining the priorities and the process once the priorities are received by the Northeast Regional Council.

PUBLIC PARTICIPATION

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

No comments were received.

DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

Mayor Holland suggested receiving back-up material and/or presentations more in advance of the workshop.

DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

No report

DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

Florida League is August 16-18. There needs to be a voting delegate. It was decided that Council Member Lyon will be the voting delegate.

ADJOURNMENT

Motion by Vice Mayor Cuff, seconded by Council Member Klufas to adjourn the meeting at 1:55 p.m.

Respectfully Submitted,

*Kate Settle, CMC
Deputy City Clerk*

City of Palm Coast, Florida Agenda Item

Agenda Date: 08/07/2018

Department Item Key	CITY CLERK 3761	Amount Account
Subject	ORDINANCE 2018-XX AMENDING CHAPTER 44, TRAFFIC AND VEHICLES AND CHAPTER 2, SECTIONS 226 AND 227 OF THE CITY OF PALM COAST'S CODE OF ORDINANCES RELATING TO REGULATIONS AND CIVIL CITATIONS FOR HANDICAPPED PARKING	
Background :		
<u>UPDATE FROM THE JULY 17, 2018 BUSINESS MEETING.</u>		
This item was heard by City Council at their July 17, 2018 Business Meeting. There were no changes suggested to this item.		
<u>UPDATE FROM THE JULY 10, 2018 WORKSHOP</u>		
This item was heard by City Council at their July 10, 2018 Workshop. Upon final revisions with the City Attorney, additional changes, as shown in strikethrough and underline, have been completed. The appeal for a violation of Chapter 44 has been amended to be appealed to the City's Hearing Officer instead of the County Court. The latest version also incorporates the suggestion from the Flagler County Sheriff.		
<u>ORIGINAL BACKGROUND FROM JULY 10, 2018 WORKSHOP</u>		
At City Council's request, attached is a proposed Ordinance amending Chapter 44, Traffic and Vehicles of the <i>Code of Ordinances</i> relating to regulations and civil citations for handicapped parking. This amendment will provide continuity for the citation amount when a citation is issued by the Flagler County Sheriff's office for violating Section 44-37 City of Palm Coast <i>Code of Ordinances</i> .		
Recommended Action :		
Adopt Ordinance 2018-XX amending Chapter 44, Traffic and Vehicles and Chapter 2, Sections 226 and 227 of the City of Palm Coast's <i>Code of Ordinances</i> relating to regulations and civil citations for handicapped parking.		

ORDINANCE 2018-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CITY OF PALM COAST, FLORIDA; AMENDING CHAPTER 44, TRAFFIC AND VEHICLES, ARTICLE II, STOPPING, STANDING AND PARKING, BY ADDING A NEW SECTION 44-37(c), AND RELETTERING EXISTING SUBSECTION 44-37(c), TO ADD AN ADDITIONAL SECTION TO CLARIFY PARKING PROHIBITED IN CERTAIN AREAS; AND TO REVISE THE AMOUNT OF PENALTY; AMENDING ARTICLE V, BOARDS, COMMISSIONS AND COMMITTEES, SUBDIVISION 2 – CIVIL CITATION SYSTEM BY ADDING A VIOLATION FOR HANDICAPPED PARKING AND TO PROVIDE FOR A PENALTY AND CIVIL CITATION FOR VIOLATING HANDICAPPED PARKING; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, Section 44-37 of the City of Palm Coast Code of Ordinances currently provides that parking is prohibited in certain areas; and

WHEREAS, the City Council finds that it is necessary to amend Section 44-37 of the Code of Ordinances of the City of Palm Coast to prohibit parking in spaces marked for handicapped parking only.

WHEREAS, Section 2-227, Schedule of Violations, of the City of Palm Coast Code of Ordinances, currently does not provide for violations (citations) for handicapped parking; and

WHEREAS, the City Council finds that it is necessary to amend these Sections 44-37 and 2-227 of the Code of Ordinances of the City of Palm Coast to add an additional Code Prohibition and Penalty Classification regarding handicapped parking.

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

SECTION 1. Subsections (c) and (d) of Section 44-37 within Article II of Chapter 44, are hereby amended and replaced to read as follows:

Sec. 44-37. Parking prohibited in certain areas.

(c) It shall be unlawful for any person to park, stop or stand a vehicle in any parking space designated in accordance with the provisions of Chapter 316, Florida Statutes, for use only by the disabled, unless the vehicle displays a parking permit issued pursuant to Florida Statutes §320.0848 or §316.1958 and

such vehicle is transporting a person eligible for such parking permit. Any person who is chauffeuring a disabled person shall be allowed, without need for an identification parking permit, momentary parking in such parking space for the purpose of loading or unloading a disabled person and no penalty shall be imposed upon the driver for such momentary parking.

(e)(d) Penalty. Any person who directly or indirectly violates the provisions of this section shall be guilty of a nonmoving violation and, in accordance with F.S. §316.1967 shall be subject to a fine of \$100.00, or as otherwise designated in Section 2-227 for each offense.

SECTION 2. Section 2-226, Violation Classification and Civil Penalty, within Article V, Boards of Commissions and Committees, Subdivision 2, Civil Citation System, Subsection (a)(1) is hereby amended to revise the amount of civil penalty for Class IV violations as follows:

Class Violation	Amount
Class IV	<u>\$250.00</u>

SECTION 3. Section 2-227, Schedule of Violations, within Article V, Boards of Commissions and Committees, Subdivision 2, Civil Citation System, is hereby amended to add a specification for violations of handicapped parking as follows and to clarify venues to contest issued citations:

(a)

Code Requirement	Class
****	***
Violation of Handicapped Parking	<u>IV</u>

(b) The citations issued pursuant to this Chapter may be contested ~~in County Court or~~ to the ~~Civil Traffic Infraction City's~~ Hearing Officer, pursuant to ~~this section and~~ §44.38, City Code of Ordinances.

SECTION 4. It is the intention of the City Council of the City of Palm Coast, Florida,

and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Palm Coast, Florida; that the Sections of this Ordinance and the Code of Ordinances may be renumbered or relettered to accomplish such intention; that the word, "Ordinance," may be changed to "Section", "Article", or other appropriate word.

SECTION 5. Conflicts: All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

SECTION 6. Severability: If any section, part of a section, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this ordinance shall not be affected.

SECTION 7. Effective Date: This Ordinance shall become effective immediately upon its passage and adoption.

APPROVED on first reading this 17th day of July, 2018.

ADOPTED on second reading after due public notice and hearing this 7th day of August, 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILLISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY

WILLIAM E. REISCHMANN, JR. ESQ.

City of Palm Coast, Florida Agenda Item

Agenda Date : 08/07/2018

Department	CITY CLERK	Amount	
Item Key	3906	Account	
		#	
Subject	ORDINANCE 2018-XX AMENDING CHAPTER 42 STREETS, ROADS, BRIDGES AND OTHER PUBLIC PLACES RELATING TO UTILITY LINES IN PUBLIC RIGHTS-OF-WAY		
Background :			
<u>UPDATE FROM THE JULY 31, 2018 WORKSHOP</u>			
This item was heard by City Council at their July 31, 2018 Workshop. There were no changes suggested to this item.			
<u>ORIGINAL BACKGROUND FROM THE JULY 31, 2018 WORKSHOP</u>			
The City permits utility lines to be located within City rights-of-way at a specified minimum depth. The City has discovered numerous instances where utility lines have not been installed at the required minimum depth resulting in damage to utility lines and subsequent claims against the City. The City has seen a significant rise in number of cable cut claims as well as the cost. The current ordinance requires that buried utility lines “be buried a minimum of 24” inches below the existing ground.” See Sec 42-47 (b). The majority of such claims relates to lines that are not 24” below ground and are impacted during the City’s swale maintenance efforts.			
The consultant for the Florida League of Cities, City’s insurer, has recommended that City’s ordinance be modified to require cable lines be buried and “maintained” at a minimum of 24 inches; and if not so maintained, the Utility Provider shall be responsible for repairs and replacement costs. Therefore, the changes set forth in the proposed Ordinance will address ongoing maintenance of cable lines which will protect the health, safety, and welfare of the public and thus benefiting the taxpaying residents of the City.			
Recommended Action :			
Adopt Ordinance 2018-XX amending Chapter 42, Streets, Roads, Bridges and other public places relating to utility lines in public rights-of-way.			

ORDINANCE 2018-____
Utility Lines in City Rights-of-Way

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING CHAPTER 42 STREETS, ROADS, BRIDGES AND OTHER PUBLIC PLACES, ARTICLE II RIGHT-OF-WAY UTILIZATION, CODE OF ORDINANCES OF THE CITY OF PALM COAST; AMENDING SECTION 42-46, UTILITY OR STORMWATER CROSSINGS, TO REQUIRE UTILITY LINES TO BE BURIED AND MAINTAINED AT A MINIMUM DEPTH OF 24 INCHES; AMENDING SECTION 42-47, CONSTRUCTION STANDARDS, TO REQUIRE REPAIR OF DAMAGED UTILITY LINES AND RE-INSTALLMENT AT THE REQUIRED MINIMUM DEPTH; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Palm Coast (the "City") is a municipal corporation lawfully established and organized under the laws of Florida; and

WHEREAS, pursuant to Article VIII, Section 2 of the Constitution of the State of Florida, and Chapter 166, Florida Statutes, the City has the authority to enact ordinances for municipal purposes; and

WHEREAS, the City permits utility lines to be located within City rights-of-way at a specified minimum depth; and

WHEREAS, the City has discovered numerous instances where utility lines have not been installed at the required minimum depth resulting in damage to said utility lines and subsequent claims against the City; and

WHEREAS, in the interest of protecting the health, safety and welfare of the public, the City seeks to amend the Code of Ordinances of the City of Palm Coast to require a minimum depth for installation, re-installation and maintenance of buried utility lines; and

WHEREAS, words with double underlined type shall constitute additions to the original text and ~~strike through~~ shall constitute deletions to the original text, and asterisks (***) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance; and

WHEREAS, the City Council of City of Palm Coast (“City Council”) finds that this Ordinance is in the best interests of the health, safety, and welfare of the citizens of Palm Coast.

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

SECTION 1: LEGISLATIVE AND ADMINISTRATIVE FINDINGS.

The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2: AMENDMENT TO CHAPTER 42, STREETS, ROADS, BRIDGES AND OTHER PUBLIC PLACES, ARTICLE II, RIGHT-OF-WAY UTILIZATION.

Chapter 42, “Streets, Roads, Bridges, and Other Public Places”, Article II, “Right-of-Way Utilization” of the Code of Ordinances, City of Palm Coast, Florida, is hereby amended as follows:

Section 42-46– Utility or stormwater crossings.

* * *

(b) *Canals, ditches and swales.*

(1)-(2) * * *

(3) Drainage swales shall be restored to a design grade and any damage to swale area shall be fully repaired, including sodding, to conform to such condition as the swale existed prior to construction or to such other shape and grade as may be approved by the City Engineer. Any telephone, cable and fiber lines, which include, but are not limited to, RJ 11, copper, wire, fiber, aluminum coaxial, DSL, and T1 lines, placed in drainage swales located within City rights-of-way must be buried and maintained at a minimum of 24” below the bottom of the design grade of the drainage swale. For purposes of this subsection, “design grade” is the required grade as shown in the City of Palm Coast Technical Manual, Engineering Design Standards. Typical Residential Swale Profile, as may be amended, or as shown in the originally approved construction drawings for the property. Utility lines that are not maintained at the required depth and are damaged shall be repaired by the utility provider at the provider’s cost and shall be re-installed and maintained at the required minimum depth.

Sec. 42-47. - Construction standards.

(a) * * *

(b) Buried utility lines. Minimum vertical clearance for direct buried cable, conduit casings, utility lines, and duct systems shall be per location criteria for utilities in the State of Florida Department of Transportation Utility Accommodation Manual or in accordance with the requirements of the City's cable TV regulatory ordinance [article IV of this chapter] where that ordinance applies. Coaxial and glass fiber cables, including but not limited to, RJ 11, copper, wire, fiber, aluminum coaxial, DSL, and T1 lines shall be buried a minimum of 24 inches below the existing ground design grade, and shall be maintained at the installation depth (a minimum of 24 inches below design grade). For purposes of this subsection, “design grade” is the required grade as shown in the originally approved construction drawings for the property. Buried utility lines that are not maintained at the required depth and are damaged shall be repaired by the utility provider at the provider’s cost and shall be re-installed and maintained at the required minimum depth.

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

SECTION 4. CODIFICATION. It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, “Ordinance” may be changed to Section,” “Article,” or other appropriate word.

SECTION 5. CONFLICTS. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective 90 days after adoption of this Ordinance.

Approved on the first reading this 7th day of August, 2018.

Adopted on the second reading after due public notice and hearing this 21st day of August, 2018.

CITY OF PALM COAST, FLORIDA

Milissa Holland, Mayor

ATTEST:

Virginia A. Smith, City Clerk

Approved as to form and legality

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

City of Palm Coast, Florida Agenda Item

Agenda Date : 08/07/2018

Department	PLANNING	Amount
Item Key	3842	Account
Subject	RESOLUTION 2018-XX APPROVING A SUBDIVISION PLAT OF THE WATERSIDE SUPER CENTER	
Background:	<p>Application 3536 is a request by Beachside Industries LLC and Merchant LLC to create a simple two-lot subdivision plat on 14.50 acres located at 56 Hargrove Grade. The subject side currently has Industrial Future Land Use Map (FLUM) designation, Industrial Zoning and is vacant.</p> <p>No improvements are requested or proposed by this plat application.</p>	
Recommended Action :	Adopt Resolution 2018-XX approving a subdivision plat of the Waterside Super Center	

RESOLUTION 2018-____
WATERSIDE SUPER CENTER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING APPLICATION # 3536 FOR THE SUBDIVISION PLAT OF THE WATERSIDE SUPER CENTER; AUTHORIZATING THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 28, 2018, Application # 3536, (hereinafter the Application) was submitted by Charlie Faulkner, representing property owners Beachside Industries LLC and Merchant St. LLC, to the City of Palm Coast for approval of subdivision of the Waterside Super Center; and

WHEREAS, the City has reviewed the development proposal and has determined that it is in accordance with the codes, ordinances and land development regulations of the City; and

WHEREAS, the City has reviewed the development proposal and has determined that it has met the standards for plat execution by the Mayor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Coast, Flagler County, Florida, that:

SECTION 1. APPROVAL APPLICATION/FINDINGS. The development approval sought under and pursuant to the Application is consistent with the City of Palm Coast Comprehensive Plan and development of the property will be subject to, and consistent with and in compliance with, applicable land development regulations and all other applicable regulations and ordinances as set forth in the Code of Ordinances of the City of Palm Coast.

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

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

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

SECTION 5. IMPLEMENTING ACTIONS. The City Manager, or designee, 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 passage and adoption.

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

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

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

LEGAL DESCRIPTION

A PARCEL OF LAND LYING EAST OF THE FLORIDA EAST COAST RAILWAY COMPANY'S RAILROAD RIGHT-OF-WAY IN GOVERNMENT SECTIONS 9 AND 16, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 11 SOUTH, RANGE 30 EAST, THENCE S89°07'56"W ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 316.54 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF HARGROVE GRADE (A 100-FOOT WIDE RIGHT-OF-WAY); THENCE DEPARTING SAID SOUTH LINE OF SECTION 9, S71°14'44"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF HARGROVE GRADE A DISTANCE OF 653.86 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE S71°14'44"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF HARGROVE GRADE A DISTANCE OF 980.00 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF HARGROVE GRADE N18°45'16"W A DISTANCE OF 630.36 FEET; THENCE N71°14'44"E A DISTANCE OF 700.00 FEET; THENCE N18°45'16"W A DISTANCE OF 50.00 FEET; THENCE N71°14'44"E A DISTANCE OF 280.00 FEET; THENCE S18°45'16"E A DISTANCE OF 680.36 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 14.50 ACRES, MORE OR LESS.

NOTES REGARDING EASEMENTS:

- ALL PLATTED UTILITY EASEMENTS (IF ANY) SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND THE OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- THE 50' ACCESS AND UTILITY EASEMENT PER OFFICIAL RECORDS BOOK 552, PAGE 1782, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, IS NOT LOCATED ON THE SUBJECT LANDS, RATHER IT IS LOCATED ADJACENT TO THE SUBJECT LANDS AND IS SHOWN GRAPHICALLY HEREON AS SUCH FOR INFORMATIONAL PURPOSES ONLY.
- THE 50' ACCESS EASEMENT PER OFFICIAL RECORDS BOOK 586, PAGE 1493, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, IS NOT LOCATED ON THE SUBJECT LANDS, RATHER IT IS LOCATED ADJACENT TO THE SUBJECT LANDS AND IS SHOWN GRAPHICALLY HEREON AS SUCH FOR INFORMATIONAL PURPOSES ONLY.
- THE DEDICATION OF STREET RIGHT-OF-WAY FOR HARGROVE GRADE, ORB 185, PG 202, ADJACENT TO PLATTED LANDS, SHOWN GRAPHICALLY HEREON, RESERVES NON-EXCLUSIVE UTILITY EASEMENTS UNTO ITT LAND CORPORATION FOR THE FOLLOWING PURPOSES: SANITARY SEWER SERVICES, WATER SERVICE AND COMMUNITY ANTENNA TELEVISION (CABLE TELEVISION).
- THE 0.59 ACRE AND 0.75 ACRE CONSERVATION EASEMENTS WERE GRANTED TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ON FEBRUARY 9, 2011, PER OFFICIAL RECORDS BOOK 1808, PAGE 853, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND PER OFFICIAL RECORDS BOOK 2261, PAGE 219, PUBLIC RECORDS OF FLAGLER COUNTY FLORIDA, FOR THE PURPOSE OF ASSURING THAT THE PROPERTY WILL BE RETAINED FOREVER IN ITS EXISTING NATURAL CONDITION AND TO PREVENT ANY USE OF THE PROPERTY THAT WILL IMPAIR OR INTERFERE WITH THE ENVIRONMENTAL VALUE OF THE PROPERTY.

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTRY.

CERTIFICATE OF REVIEW

I HEREBY CERTIFY THAT THE UNDERSIGNED IS A LICENSED PROFESSIONAL SURVEYOR AND MAPPER AND IS EITHER EMPLOYED OR UNDER CONTRACT WITH THE CITY OF PALM COAST. I ALSO CERTIFY THAT I AM NOT REPRESENTING THE OWNER OR OWNERS OF RECORD AND HAVE REVIEWED THIS PLAT AND FOUND IT TO COMPLY WITH THE REQUIREMENTS OF CHAPTER 177 PART 1, FLORIDA STATUTES.

DATE: _____ BY: _____

PRINT NAME: _____
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NUMBER LS _____

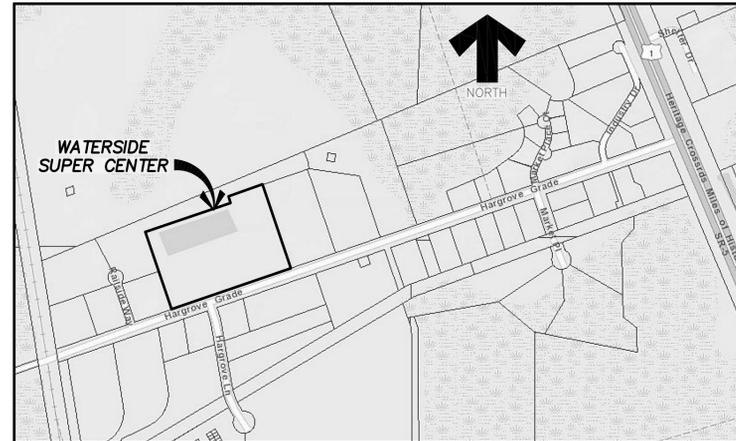
CERTIFICATE OF APPROVAL BY THE CITY OF PALM COAST, FLORIDA

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2018, THE FOREGOING PLAT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA.
CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA

BY: _____
MAYOR, CITY OF PALM COAST

ATTEST: _____
CITY CLERK

A SUBDIVISION PLAT OF
WATERSIDE SUPER CENTER
LOCATED IN GOVERNMENT SECTIONS 9 AND 16,
TOWNSHIP 11 SOUTH, RANGE 30 EAST
CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA



VICINITY MAP - NOT TO SCALE

GENERAL NOTES:

- BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER (1/4) OF GOVERNMENT SECTION 9, TOWNSHIP 11 SOUTH, RANGE 30 EAST, BEING S89°07'56"W.
- ALL UTILITIES SHALL BE LOCATED UNDERGROUND.
- THIS PROPERTY LIES IN ZONE "X" (AREAS OF MINIMAL FLOODING) AS SCALED FROM FLOOD INSURANCE RATE MAP (FIRM) FOR FLAGLER COUNTY, FLORIDA, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), COMMUNITY PANEL NO. 12035C0120D, EFFECTIVE DATE JULY 17, 2006. (DO NOT USE PLAT FOR FLOOD ZONE DETERMINATIONS. FEMA FLOOD INSURANCE RATE MAP INFORMATION IS SUBJECT TO CHANGE. USE THE CURRENT APPROVED FIRM FOR COMMUNITY PANEL NUMBER, DATE AND FLOOD ZONE DETERMINATIONS)
- LOT LINES INTERSECTING ARC, IF ANY, SHOWN HEREON ARE RADIAL UNLESS OTHERWISE NOTED.
- MEASUREMENTS ARE IN U.S. FOOT AND DECIMAL PARTS THEREOF. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE UNITED STATES SURVEY FOOT ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- COVENANTS AND RESTRICTIONS RECORDATION INFORMATION PER OFFICIAL RECORDS BOOK 187, PAGE 355, OFFICIAL RECORDS BOOK 330, PAGE 279, AND OFFICIAL RECORDS BOOK 602, PAGE 113, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
- PER FLORIDA STATUTE CHAPTER 177.091(9), INTERIOR LOT CORNERS (IRONS NOT SHOWN HEREON) MUST BE SET PRIOR TO LOT TRANSFER OR THE EXPIRATION OF A BOND IF A BOND EXISTS.
- THIS PLAT MADE IN ACCORDANCE WITH AN OPINION OF TITLE LETTER PREPARED BY LIVINGSTON & SWORD, P.A., DATED MAY 3, 2018.
- NOTHING HEREIN SHALL BE CONSTRUED AS CREATING AN OBLIGATION UPON ANY GOVERNING BODY TO PERFORM ANY ACT OF CONSTRUCTION OR MAINTENANCE WITHIN SUCH DEDICATED AREAS EXCEPT WHEN THE OBLIGATION IS VOLUNTARILY ASSUMED BY THE GOVERNING BODY.
- THE HORIZONTAL DATUM FOR STATE PLANE COORDINATES SHOWN HEREIN IS NORTH AMERICAN DATUM 1983 (NAD 83), FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE.

CERTIFICATE OF APPROVAL BY PALM COAST PLANNING MANAGER

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2018, THIS PLAT WAS APPROVED.

BY: _____
CITY OF PALM COAST PLANNING MANAGER

CERTIFICATE OF CLERK (FLAGLER COUNTY)

I HEREBY CERTIFY THAT THE FOREGOING PLAT WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2018, AT _____

FILE NO. _____

BY: _____
CLERK

KUHAR SURVEYING & MAPPING, LLC

1501 RIDGEWOOD AVENUE, SUITE 205, HOLLY HILL, FLORIDA 32117
Phone: 386-672-0002 386-295-8051 WWW.KUHARSURVEYING.COM

PROJECT # K17157
ISSUE DATE: JULY 2018

LB 7991 LS (PSM) 6105

DEDICATION AND RESERVATION

KNOW ALL MEN BY THESE PRESENTS, THAT 73 MERCHANT STREET, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND BEACHSIDE INDUSTRIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNERS IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT ENTITLED "WATERSIDE SUPER CENTER", LOCATED IN THE CITY OF PALM COAST, COUNTY OF FLAGLER, STATE OF FLORIDA, DO HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED.

IN WITNESS WHEREOF, 73 MERCHANT STREET, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS NAME ON THIS _____ DAY OF _____, 2018.

SIGNED AND SEALED IN THE PRESENCE OF _____ 73 MERCHANT STREET, LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY: _____
AMERICO JESUS COSTA, MANAGER

PRINT NAME: _____

ATTEST: _____

PRINT NAME: _____

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF FLAGLER

THIS IS TO CERTIFY, THAT ON _____ 2018, BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED AMERICO JESUS COSTA, TO ME KNOWN TO BE THE PERSON WHO FOR AND ON BEHALF OF 73 MERCHANT STREET, LLC, A FLORIDA LIMITED LIABILITY COMPANY, EXECUTED THE FOREGOING DEDICATION AND RESERVATION FOR THE LLC AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF FOR AND ON BEHALF OF SAID LLC. HE (IS) ____ (IS NOT) ____ KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION AND HE (HAS) ____ (HAS NOT) ____ TAKEN AN OATH.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: _____ SEAL
TITLE/RANK:
COMMISSION NUMBER: _____

IN WITNESS WHEREOF, BEACHSIDE INDUSTRIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS NAME ON THIS _____ DAY OF _____, 2018.

SIGNED AND SEALED IN THE PRESENCE OF _____ BEACHSIDE INDUSTRIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY: _____
JASON PAVLOW, MANAGER

PRINT NAME: _____

ATTEST: _____

PRINT NAME: _____

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF FLAGLER

THIS IS TO CERTIFY, THAT ON _____ 2018, BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED JASON PAVLOW, TO ME KNOWN TO BE THE PERSON WHO FOR AND ON BEHALF OF BEACHSIDE INDUSTRIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, EXECUTED THE FOREGOING DEDICATION AND RESERVATION FOR THE LLC AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF FOR AND ON BEHALF OF SAID LLC. HE (IS) ____ (IS NOT) ____ KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION AND HE (HAS) ____ (HAS NOT) ____ TAKEN AN OATH.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: _____ SEAL
TITLE/RANK:
COMMISSION NUMBER: _____

CERTIFICATE OF SURVEYOR

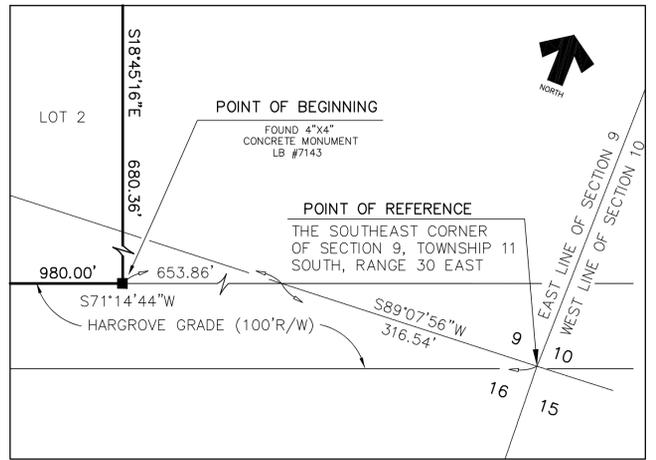
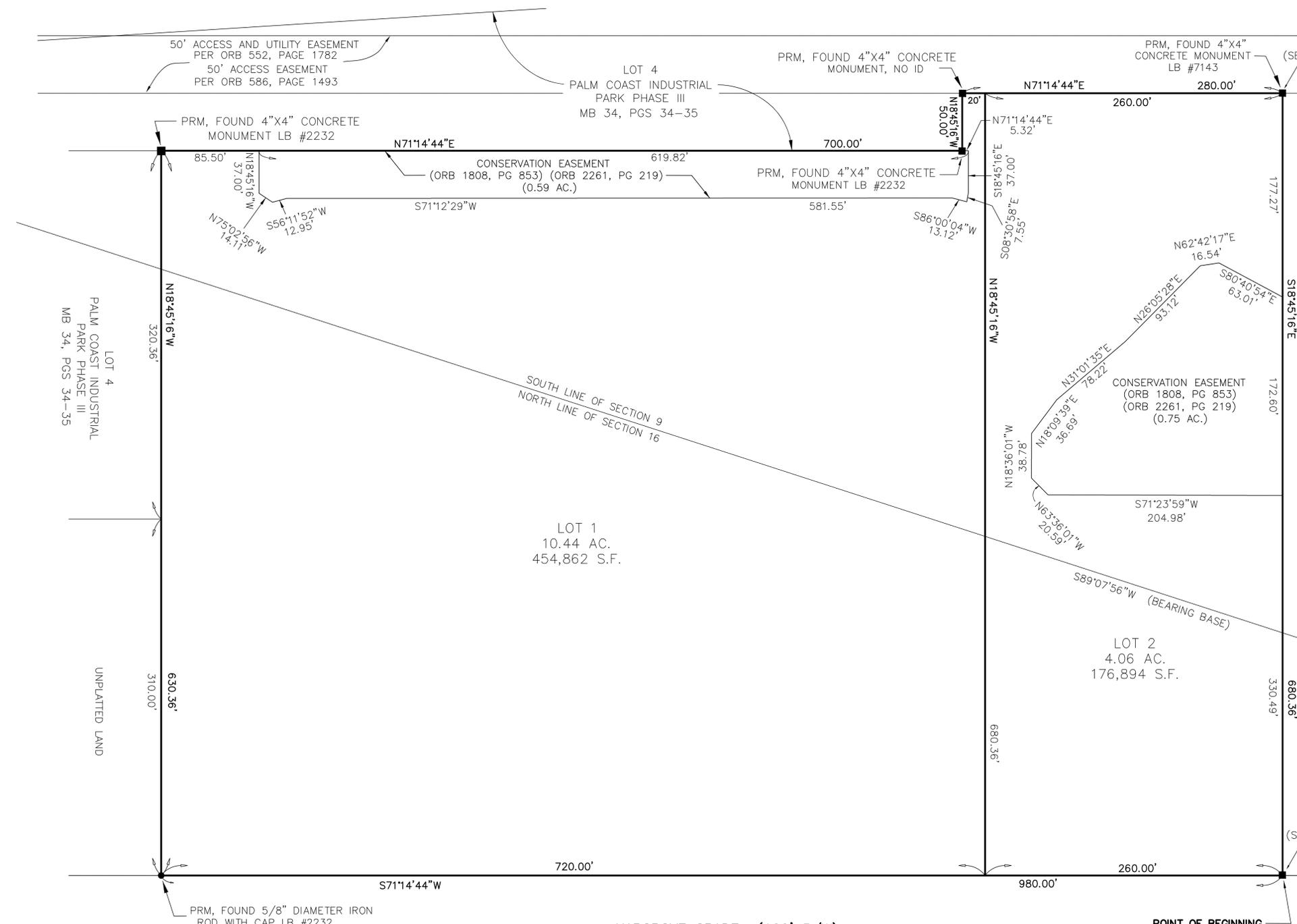
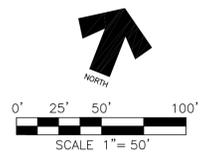
THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.s") AND PERMANENT CONTROL POINTS ("P.C.P.s") WILL BE PLACED AS REQUIRED BY LAW; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF PALM COAST, FLORIDA.

KENNETH J. KUHAR
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NUMBER LS6105

DATE _____

A SUBDIVISION PLAT OF
WATERSIDE SUPER CENTER
 LOCATED IN GOVERNMENT SECTIONS 9 AND 16,
 TOWNSHIP 11 SOUTH, RANGE 30 EAST
 CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA

MAP BOOK _____, PAGE _____



- LEGEND / ABBREVIATIONS**
- AC ACRES
 - CL CENTERLINE
 - LB LICENSED BUSINESS
 - MB MAP BOOK
 - ORB OFFICIAL RECORDS BOOK
 - PG PAGE
 - PGS PAGES
 - PRM PERMANENT REFERENCE MONUMENT
 - R/W RIGHT OF WAY
 - SF SQUARE FEET

KUHAR SURVEYING & MAPPING, LLC
 1501 RIDGEWOOD AVENUE, SUITE 205, HOLLY HILL, FLORIDA 32117
 Phone: 386-672-0002 386-295-8051 WWW.KUHARSURVEYING.COM
 PROJECT # K17157
 ISSUE DATE: JULY 2018
 LB 7991 LS (PSM) 6105

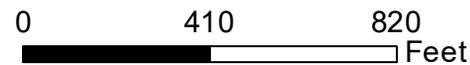
Z:\Projects\KUHAR 17157 - HARGROVE PLAT\DWG\PLAT\17157-PLAT (3)bak.dwg 7/9/2018 17:11:11



Location Map

56 Hargrove Grade : Parcel ID # 16-11-30-0000-01010-0062

15 Hargrove Lane : Parcel ID # 16-11-30-0000-01010-0064

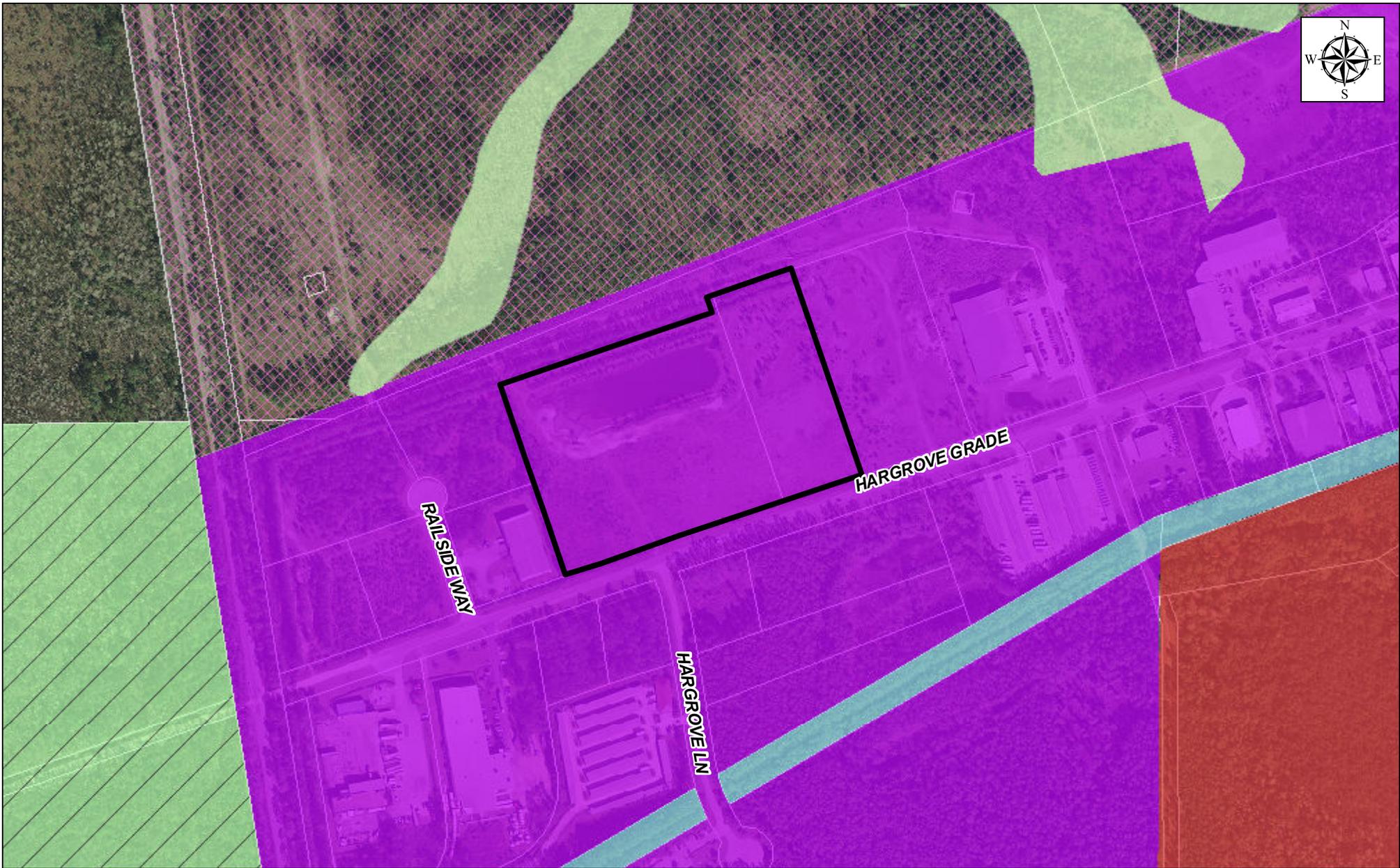


2017 Flagler FDOT
High Resolution Imagery



Map Provided by the GIS Division

Date: 7/18/2018
35



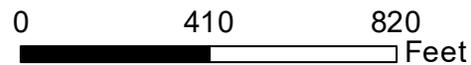
FLUM Map

56 Hargrove Grade
Parcel ID # 16-11-30-0000-01010-0062

15 Hargrove Lane
Parcel ID # 16-11-30-0000-01010-0064

Palm Coast FLUM Classifications

-  Canals
-  Industrial
-  Conservation
-  DRI-Mixed Use
-  Mixed Use
-  AGRICULTURE & TIMBERLANDS A mixed Area, Flagler County FLUM adopted

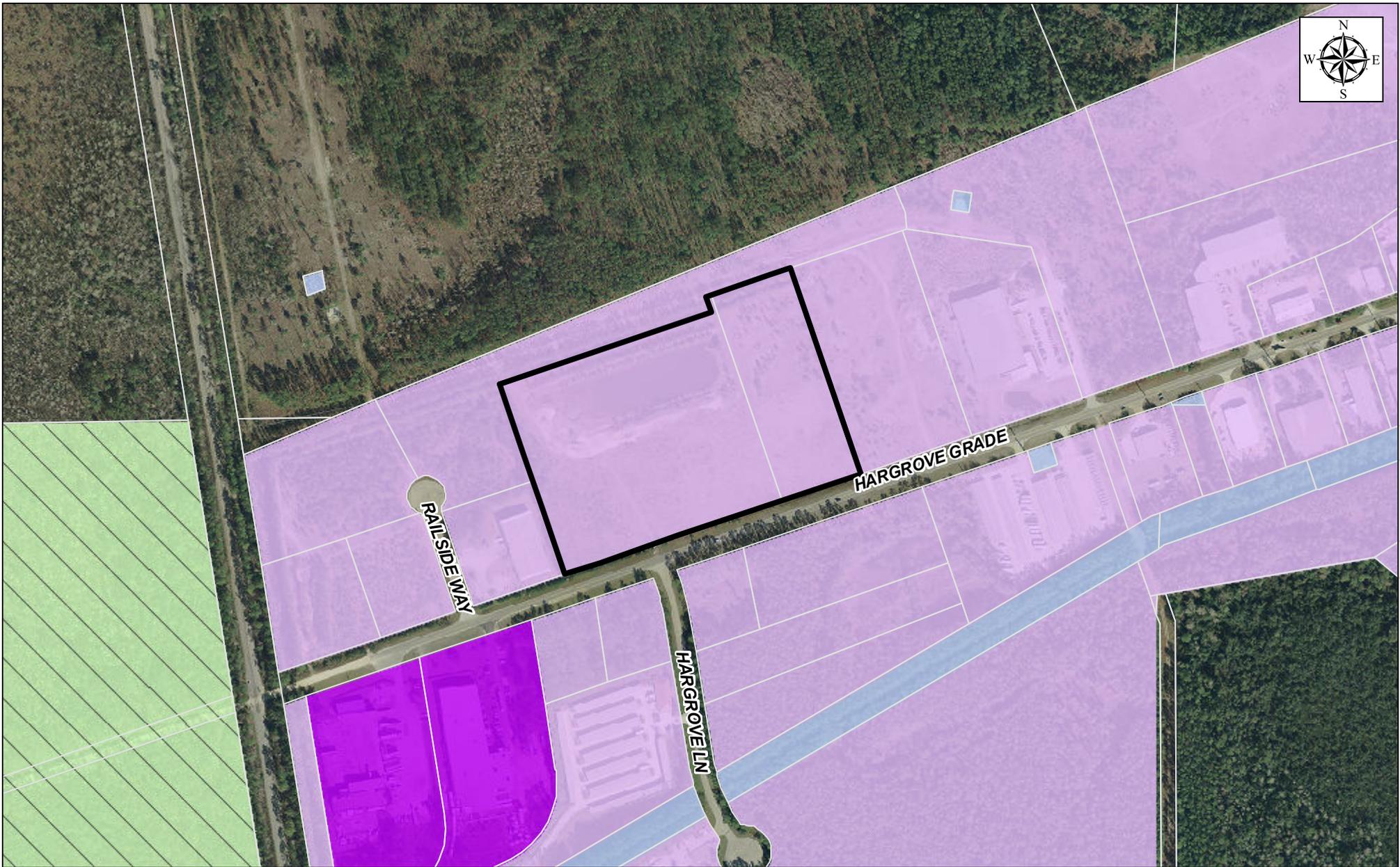


**2017 Flagler FDOT
High Resolution Imagery**



Map Provided by the GIS Division

**Date: 7/18/2018
36**



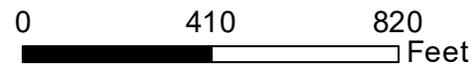
Zoning Map

56 Hargrove Grade
Parcel ID # 16-11-30-0000-01010-0062

15 Hargrove Lane
Parcel ID # 16-11-30-0000-01010-0064

Palm Coast Zoning Districts

-  AC : Annexed Area, Flagler County Zoning adopted
-  IND-1
-  IND-2
-  PSP



**2017 Flagler FDOT
High Resolution Imagery**



Map Provided by the GIS Division

Date: 7/18/2018

The City of Palm Coast prepares and uses this map/map data for its own purposes. This map/map data displays general boundaries and may not be appropriate for site specific uses. The City uses data believed to be accurate; however, a degree of error is inherent in all maps. This map/map data is distributed AS-IS without warranties of any kind, either expressed or implied including, but not limited to, warranties of suitability to a particular purpose or use. This map/map data is intended for use only at the published scale. Detailed on-the-ground surveys and historical analyses of sites may differ substantially from this map/map data.

City of Palm Coast, Florida Agenda Item

Agenda Date: 08/07/2018

Department	PLANNING	Amount
Item Key	3861	Account
Subject	RESOLUTION 2018-XX APPROVING THE FINAL PLAT FOR HIDDEN LAKES PHASE I - SECTION 2B REPLAT	
Background :		
<p>The application, submitted by HLPC, LLC and the owner/applicant, Anand Jobalia, proposes to replat a portion of Tract N and Tract A and subdivide approximately 30.238 acres of land into 59 single family residential lots with public rights-of-ways. This is the last phase of Hidden Lakes Phase I.</p> <p>Hidden Lakes Phase I development is located east of Old Kings Road and north of Lehigh Canal/Town Center Blvd. The Future Land Use Map is Residential and Mixed Use and the Official Zoning is Master Planned Development. Hidden Lakes is governed by the PUD approved as Ordinance 2004-04. The newly created lots meet the minimal standards of the MPD and are consistent with the Hidden Lakes Master Plan.</p> <p>The applicant was issued a site development permit to construct the infrastructure in accordance with the approved construction plans filed with the preliminary plat.</p> <p>Prior to plat execution, the applicant will be required to provide a maintenance surety of 20% of the infrastructure costs subject to city approval of "as-builts" and inspections.</p> <p>The project meets the technical requirements of the City Code and Florida Statutes, Chapter 177 FS.</p>		
Recommended Action :		
<p>Adopt Resolution 2018-XX approving the final plat for Hidden Lakes Phase I – Section 2B replat and authorizing the Mayor to execute the plat and staff to issue a Final Plat Development Order for Application 3549 subject to City acceptance and approval of required bond surety consistent with the ULDC.</p>		

RESOLUTION 2018-_____
HIDDEN LAKES – PHASE 1 SECTION 2B REPLAT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING APPLICATION # 3549 FOR THE REPLAT OF TRACT “N,” HIDDEN LAKES PHASE I SECTION 2B SUBDIVISION; AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 28, 2018, Application # 3549, (hereinafter the Application) was submitted by Gulfstream Design Group representing property owner HLPC, LLC, to the City of Palm Coast Community Development Department for approval of a replat of a part of Tract “N” and part of Tract “A” in Hidden Lakes Phase I Section 2B subdivision; and

WHEREAS, the City has reviewed the development proposal and has determined that it is in accordance with the codes, ordinances and land development regulations of the City; and

WHEREAS, the City has reviewed the development proposal and has determined that conditions are required to be satisfied prior to the Mayor executing the replat.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Coast, Flagler County, Florida, that:

SECTION 1. APPROVAL APPLICATION/FINDINGS. The development approval sought under and pursuant to the Application is consistent with the City of Palm Coast Comprehensive Plan and development of the property will be subject to, and consistent with and in compliance with, applicable land development regulations and all other applicable regulations and ordinances as set forth in the Code of Ordinances of the City of Palm Coast.

SECTION 2. AUTHORIZATION TO EXECUTE. The City Council hereby authorizes the Mayor to execute the necessary documents.

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

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

SECTION 5. IMPLEMENTING ACTIONS. The City Manager, or designee, 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 passage and adoption.

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

CITY OF PALM COAST, FLORIDA

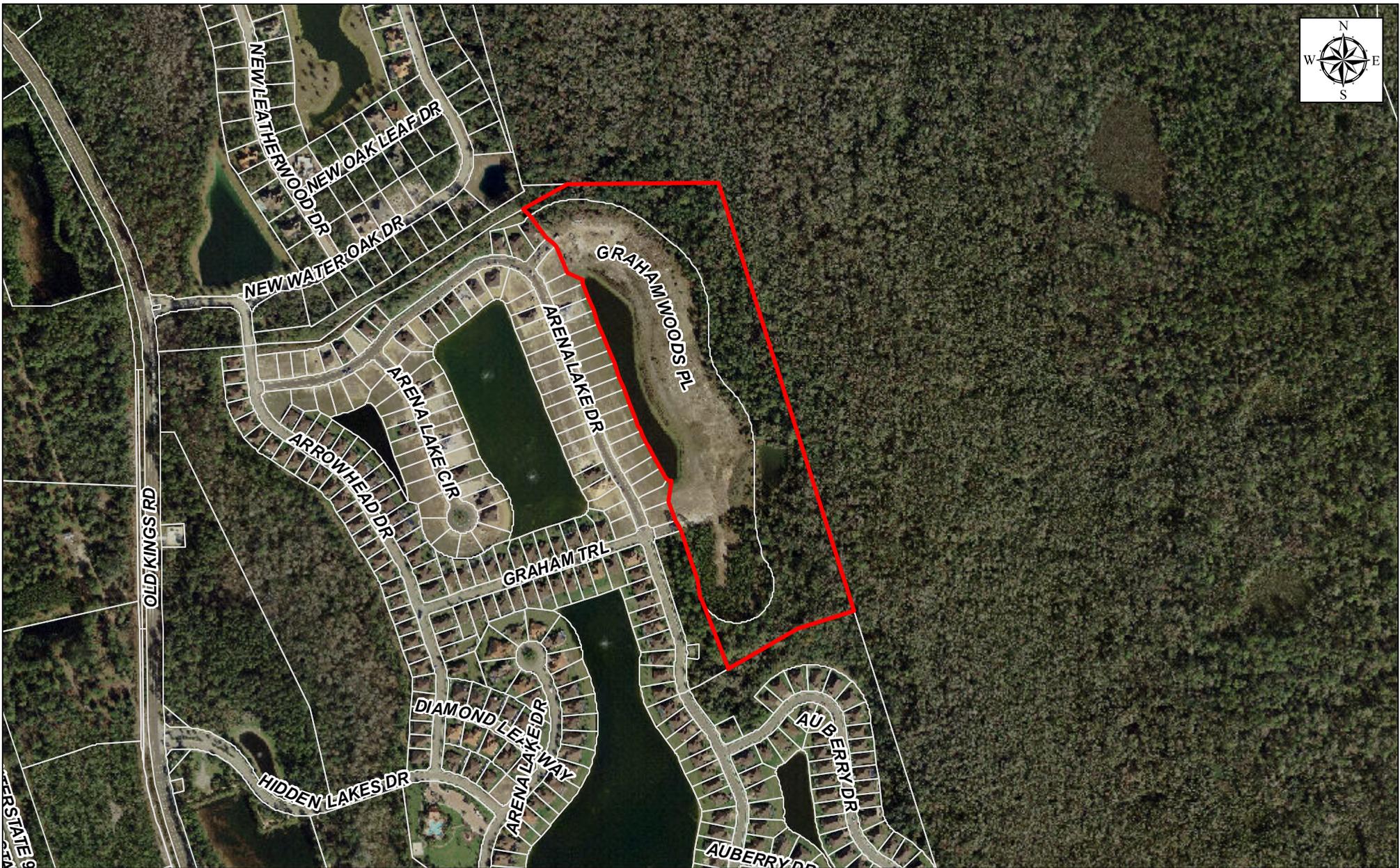
ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

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



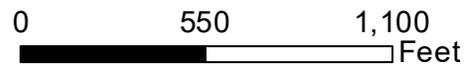
Location Map

Hidden Lakes Phase I - Section 2B



Parcel ID # 33-11-31-3060-00000-00N0

Parcel ID # 33-11-31-3060-00000-00A0

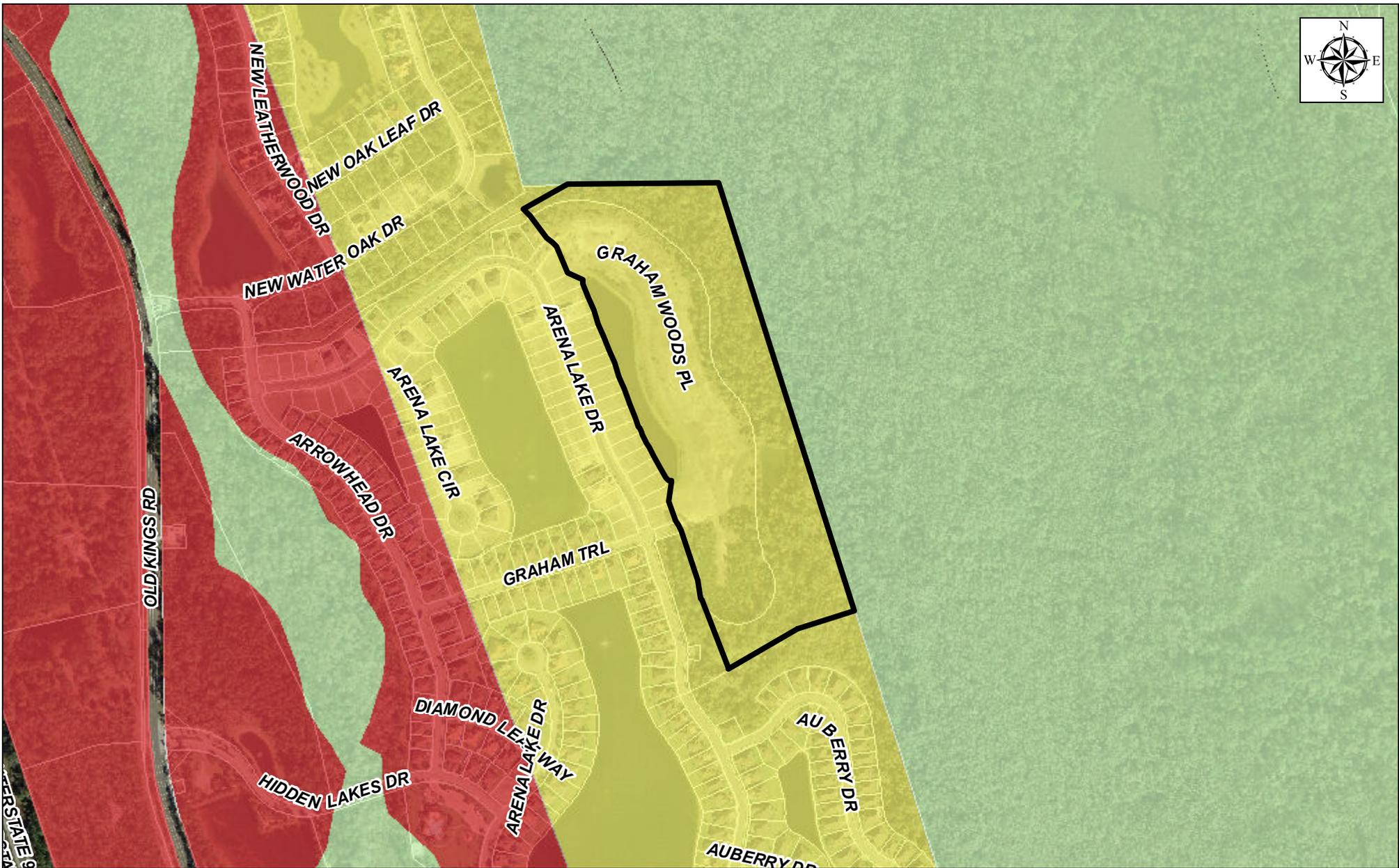


2017 Flagler FDOT
High Resolution Imagery



Map Provided by the GIS Division

Date: 7/19/2018



FLUM Map

Hidden Lakes Phase I - Section 2B

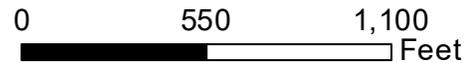


Parcel ID # 33-11-31-3060-00000-00N0

Parcel ID # 33-11-31-3060-00000-00A0

Palm Coast FLUM Classifications

-  Conservation
-  Mixed Use
-  Residential

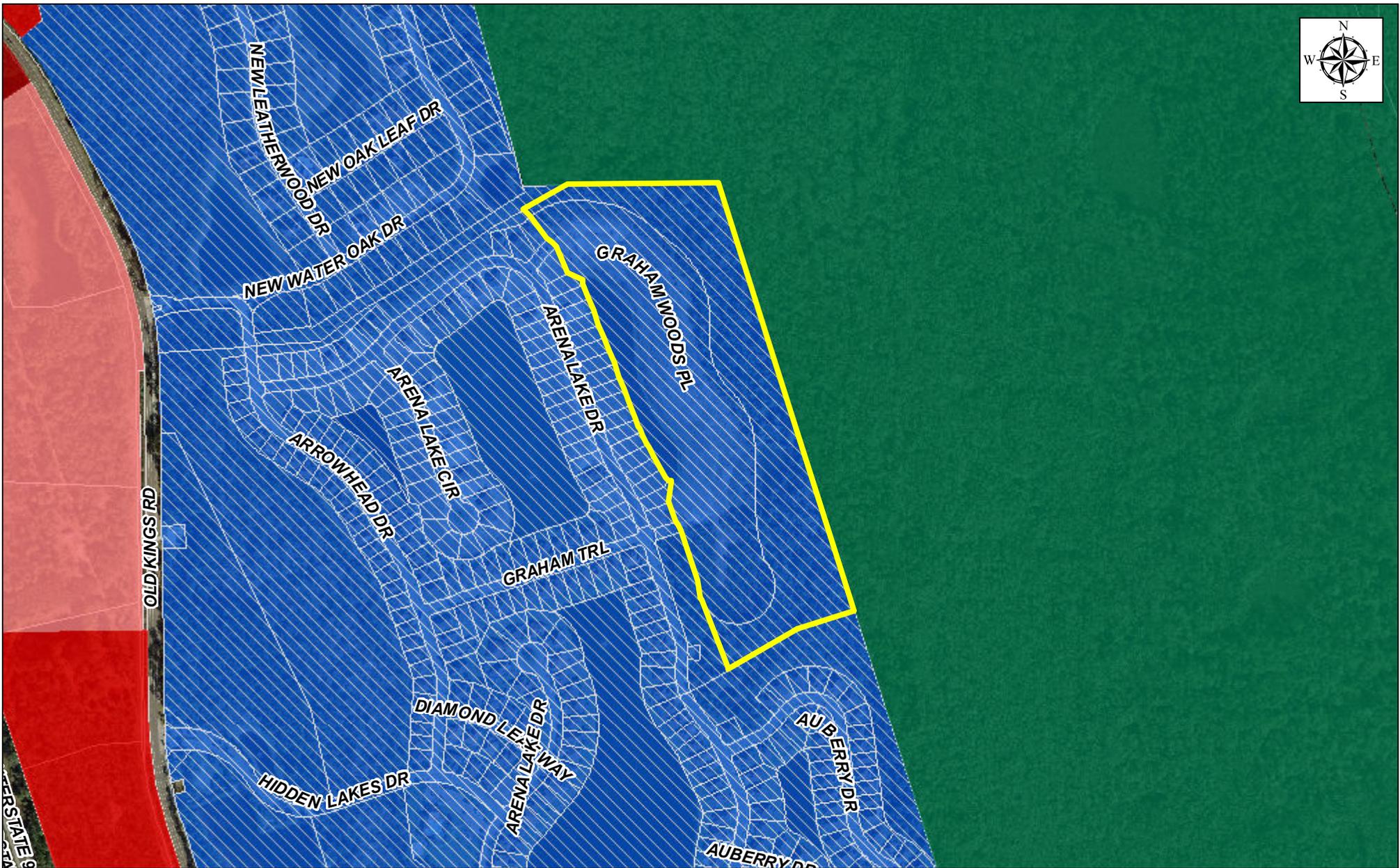


2017 Flagler FDOT
High Resolution Imagery



Map Provided by the GIS Division

Date: 7/20/2018



Zoning Map

Hidden Lakes Phase I - Section 2B

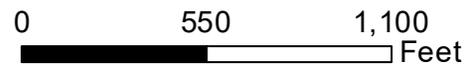


Parcel ID # 33-11-31-3060-00000-00N0

Parcel ID # 33-11-31-3060-00000-00A0

Palm Coast Zoning Districts

-  COM-2
-  COM-3
-  OFC-2
-  PRS
-  MPD, pre 11-16-08 designation



2017 Flagler FDOT
High Resolution Imagery



Map Provided by the GIS Division

Date: 7/24/2018

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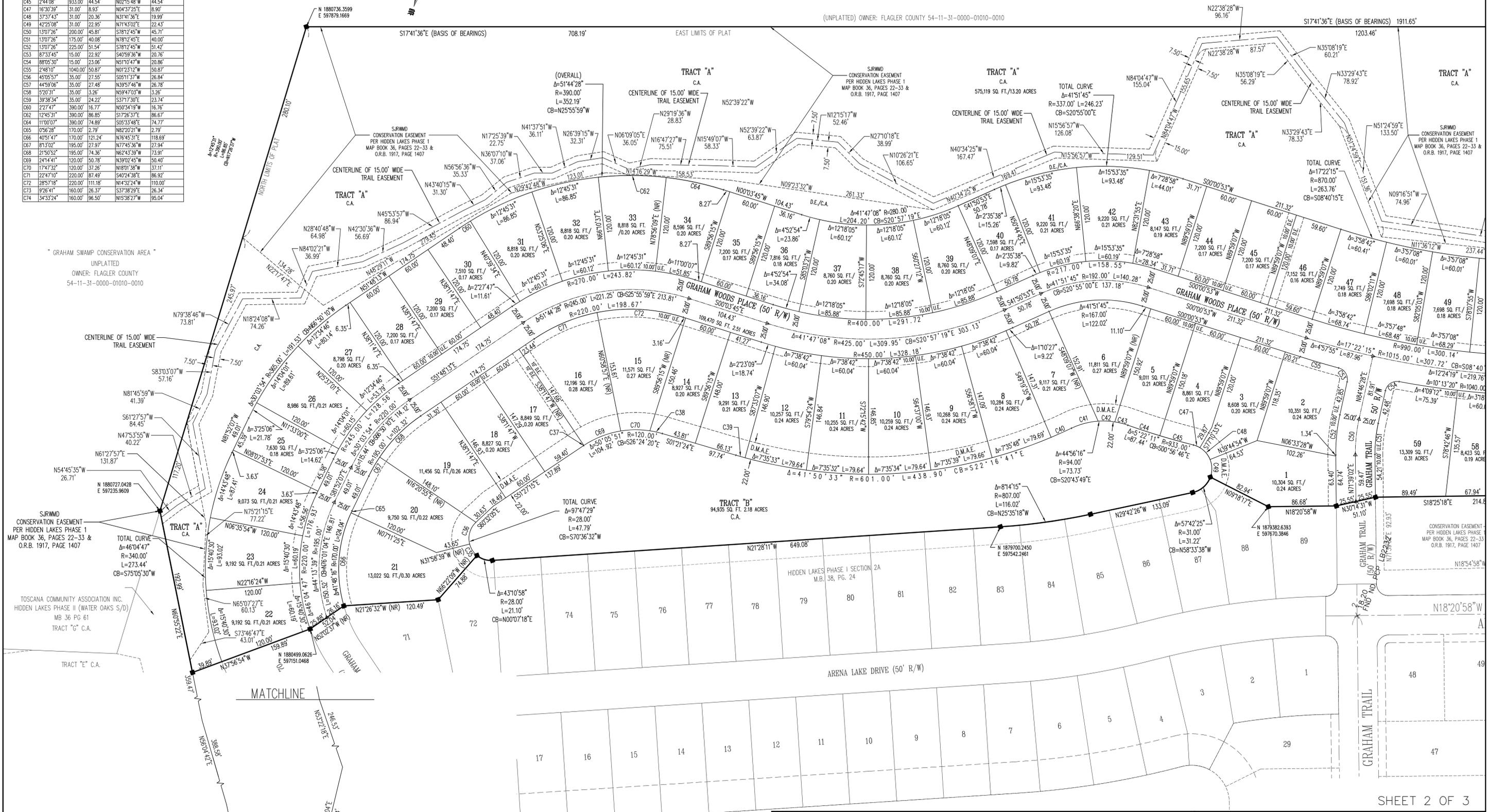
HIDDEN LAKES PHASE I - SECTION 2B

A REPLAT OF A PORTION OF TRACTS "N" AND "A", HIDDEN LAKES PHASE I (HIDDEN LAKES), AS RECORDED IN MAP BOOK 36, PAGES 22-33 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LOCATED IN GOVERNMENT SECTIONS 33 AND 54, TOWNSHIP 11 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA

" GRAHAM SWAMP CONSERVATION AREA " UNPLATTED
OWNER: FLAGLER COUNTY
54-11-31-0000-01010-01010

(UNPLATTED) OWNER: FLAGLER COUNTY 54-11-31-0000-01010-01010

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C35	39°40'52"	28.00'	17.51'	S39°37'43"W	17.23'
C36	61°57'36"	28.00'	30.28'	S88°31'28"W	28.83'
C37	07°17'00"	120.00'	0.60'	N51°18'40"W	0.60'
C38	7°46'28"	120.00'	16.28'	S05°14'38"E	16.27'
C39	1°09'48"	601.00'	12.20'	S01°56'19"E	12.20'
C40	2°42'38"	601.00'	28.43'	S41°50'38"E	28.43'
C41	21°29'42"	94.00'	35.26'	N32°27'06"W	35.06'
C42	12°58'50"	94.00'	21.30'	N15°12'50"W	21.25'
C43	10°27'44"	94.00'	17.16'	N03°29'33"W	17.14'
C44	2°38'03"	533.00'	42.90'	N00°25'17"E	42.89'
C45	2°44'08"	933.00'	44.54'	N02°15'48"W	44.54'
C47	16°30'39"	31.00'	8.93'	N04°37'25"E	8.90'
C48	3°37'43"	31.00'	20.36'	N31°41'36"E	19.99'
C49	4°22'08"	31.00'	22.95'	N07°43'02"E	22.43'
C50	13°07'26"	200.00'	45.81'	S78°12'45"W	45.71'
C51	13°07'26"	175.00'	40.08'	S78°12'45"W	40.00'
C52	13°07'26"	225.00'	51.54'	S78°12'45"W	51.42'
C53	8°73'45"	15.00'	22.92'	S40°59'36"W	20.76'
C54	8°80'30"	15.00'	23.06'	N51°10'47"W	20.86'
C55	2°48'10"	104.00'	50.87'	N01°23'12"W	50.87'
C56	4°50'57"	35.00'	27.55'	S05°11'37"W	26.84'
C57	4°45'06"	35.00'	27.48'	N39°57'46"W	26.78'
C58	5°20'31"	35.00'	3.26'	N59°47'03"W	3.26'
C59	39°38'34"	35.00'	24.22'	S37°17'30"E	23.74'
C60	2°27'47"	390.00'	16.77'	N50°34'19"W	16.76'
C62	12°45'31"	390.00'	86.85'	S17°26'37"E	86.67'
C64	11°00'07"	390.00'	74.89'	S07°33'48"E	74.77'
C65	0°56'28"	170.00'	2.79'	N82°20'21"W	2.79'
C66	4°03'47"	170.00'	121.24'	N76°45'36"W	118.69'
C67	8°13'02"	195.00'	27.97'	N77°45'36"W	27.94'
C68	21°50'52"	195.00'	74.36'	N62°43'39"W	73.91'
C69	24°14'41"	120.00'	50.78'	N39°02'45"W	50.40'
C70	17°47'32"	120.00'	37.26'	N18°01'38"W	37.11'
C71	22°47'10"	220.00'	87.49'	S40°24'39"E	86.92'
C72	28°57'18"	220.00'	111.18'	N14°32'54"W	110.00'
C73	9°26'41"	160.00'	26.37'	S37°38'39"E	26.34'
C74	34°33'24"	160.00'	95.50'	N15°38'37"W	95.04'



" GRAHAM SWAMP CONSERVATION AREA " UNPLATTED
OWNER: FLAGLER COUNTY
54-11-31-0000-01010-01010

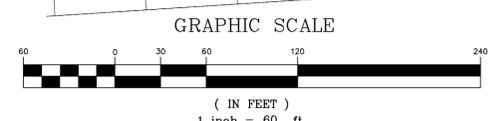
S.R.J.R.W.D. CONSERVATION EASEMENT PER HIDDEN LAKES PHASE I MAP BOOK 36, PAGES 22-33 & O.R.B. 1917, PAGE 1407

TOSCANA COMMUNITY ASSOCIATION INC. HIDDEN LAKES PHASE II (WATER OAKS S/D) MB 36 PG 61 TRACT "C" C.A.

LEGEND

□	CONCRETE MONUMENT (PRM)
△	PK NAIL & DISC (PCP)
-	DENOTES PC / PT

POINT OF COMMENCEMENT
NW CORNER
TRACT "A"
HIDDEN LAKES PHASE I
(HIDDEN LAKES)
MB 36, PGS 22-33



ABBREVIATIONS

D.M.A.E.	DRAINAGE, MAINTENANCE, ACCESS EASEMENT	PRM	PERMANENT REFERENCE MONUMENT	PG.	PAGE
D.E.	DRAINAGE EASEMENT	PCP	PERMANENT CONTROL POINT	R/W	RIGHT OF WAY
U.E.	UTILITY EASEMENT	CM	CONCRETE MONUMENT	P.C.	POINT OF CURVE
C.A.	COMMON AREA	D	DELTA	PT	POINT OF TANGENT
S.R.J.R.W.D.	ST JOHNS RIVER WATER MANAGEMENT DISTRICT	R	RADIUS / RADIAL	SEC	SECTION
		(NR)	NON RADIAL	TWP	TOWNSHIP
		L	LENGTH	RGE	RANGE
		CB	CHORD BEARING	POB	POINT OF BEGINNING
		MB	MAP BOOK	ESMT.	EASEMENT
		O.R.B.	OFFICIAL RECORDS BOOK	P.O.C.	POINT OF COMMENCEMENT

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

3921 SOUTH NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

HIDDEN LAKES PHASE I - SECTION 2B

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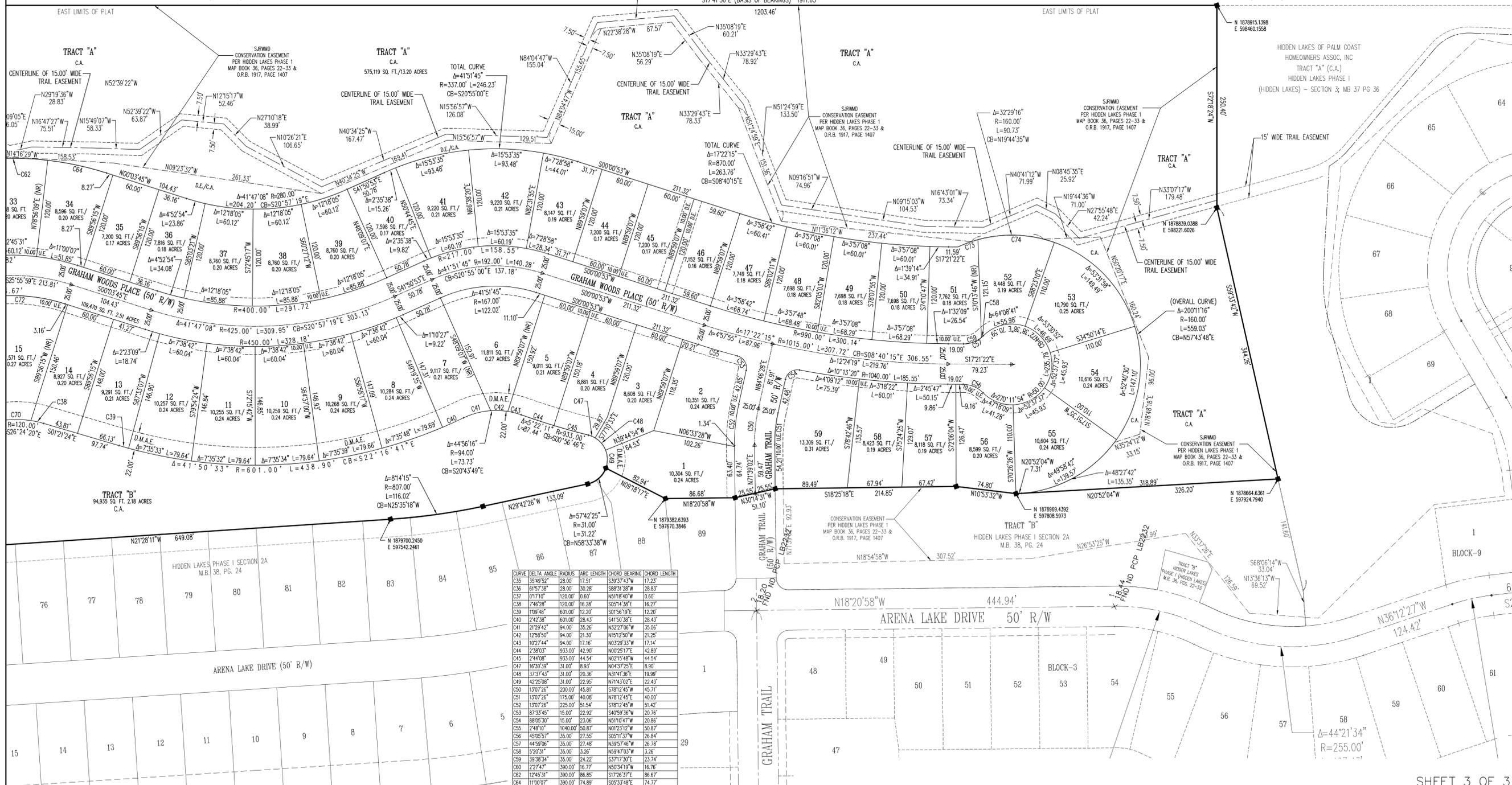


" GRAHAM SWAMP CONSERVATION AREA " UNPLATTED
OWNER: FLAGLER COUNTY
54-11-31-0000-01010-0010

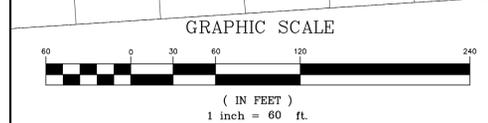
" GRAHAM SWAMP CONSERVATION AREA " UNPLATTED
OWNER: FLAGLER COUNTY
54-11-31-0000-01010-0010

(UNPLATTED) OWNER: FLAGLER COUNTY 54-11-31-0000-01010-0010

(UNPLATTED) OWNER: FLAGLER COUNTY 54-11-31-0000-01010-0010



CURVE	DELTA	ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C35	35°49'52"	28.00'	17.51'	S39°37'43"W	17.23'	
C36	61°57'38"	28.00'	30.28'	S88°31'28"W	28.83'	
C37	07°17'10"	120.00'	0.60'	N51°18'40"W	0.60'	
C38	7°46'28"	120.00'	16.28'	S55°14'38"E	16.27'	
C39	109°48'	60.00'	12.20'	S07°56'19"E	12.20'	
C40	2°42'38"	60.00'	28.43'	S41°50'38"E	28.43'	
C41	21°29'42"	84.00'	35.26'	N32°27'06"W	35.06'	
C42	12°58'50"	84.00'	21.30'	N15°12'50"W	21.25'	
C43	102°7'44"	84.00'	17.16'	N02°29'33"W	17.14'	
C44	2°38'03"	833.00'	42.80'	N00°25'17"E	42.89'	
C45	2°44'08"	833.00'	44.54'	N02°15'48"W	44.54'	
C46	18°02'59"	31.00'	8.83'	N04°37'25"E	8.86'	
C48	37°37'43"	31.00'	20.36'	N14°11'36"E	19.99'	
C49	42°29'08"	31.00'	22.95'	N71°43'02"E	22.43'	
C50	13°07'26"	200.00'	45.81'	S78°12'45"W	45.71'	
C51	13°07'26"	175.00'	40.08'	N78°12'45"E	40.00'	
C52	13°07'26"	225.00'	51.54'	S78°12'45"W	51.42'	
C53	87°33'45"	15.00'	22.92'	S49°38'38"W	20.76'	
C54	18°02'30"	15.00'	23.96'	N10°17'47"W	20.86'	
C55	2°48'10"	1040.00'	50.87'	N01°23'12"W	50.87'	
C56	45°05'57"	35.00'	27.55'	S05°11'37"W	26.84'	
C57	44°59'06"	35.00'	27.48'	N39°57'46"W	26.78'	
C58	5°20'31"	35.00'	3.26'	N59°47'03"W	3.26'	
C59	39°38'34"	35.00'	24.22'	S37°17'30"E	23.74'	
C60	22°17'47"	390.00'	16.77'	N53°19'19"W	16.76'	
C62	12°45'31"	390.00'	86.85'	S17°36'37"E	86.67'	
C64	11°00'07"	390.00'	74.89'	S05°33'48"E	74.77'	
C65	05°26'28"	170.00'	2.79'	N82°20'21"W	2.79'	
C66	40°51'47"	170.00'	121.24'	N76°45'31"E	118.69'	
C67	81°30'2"	195.00'	27.97'	N77°45'36"W	27.94'	
C68	21°50'52"	195.00'	74.36'	N62°43'39"W	73.91'	
C69	24°14'41"	120.00'	50.76'	N39°32'45"W	50.40'	
C70	17°47'32"	120.00'	37.26'	N18°01'38"W	37.11'	
C71	22°47'10"	220.00'	87.49'	S40°24'38"E	86.92'	
C72	28°57'18"	220.00'	111.18'	N14°32'24"W	110.00'	
C73	9°28'41"	160.00'	26.37'	S37°38'29"E	26.34'	
C74	34°33'24"	160.00'	96.50'	N15°38'27"W	95.04'	



LEGEND

- CONCRETE MONUMENT (PRM)
- ⊕ PK NAIL & DISC (PCP)
- DENOTES PC / PT

ABBREVIATIONS

D.M.A.E.	DRAINAGE, MAINTENANCE, ACCESS EASEMENT	PRM	PERMANENT REFERENCE MONUMENT	PG.	PAGE
D.E.	DRAINAGE EASEMENT	PCP	PERMANENT CONTROL POINT	R/W	RIGHT OF WAY
U.E.	UTILITY EASEMENT	CM	CONCRETE MONUMENT	PT	POINT OF CURVE
C.A.	COMMON AREA	R	RADIUS / RADIAL	SEC	POINT OF TANGENT
S.R.I.W.M.D.	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT	D	DELTA	SEC	SECTION
		(NR)	NON RADIAL	TWP	TOWNSHIP
		L	LENGTH	ROE	RANGE
		CB	CHORD BEARING	POB	POINT OF BEGINNING
		MB	MAP BOOK	ESMT.	EASEMENT
		O.R.B.	OFFICIAL RECORDS BOOK	P.O.C.	POINT OF COMMENCEMENT

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

3921 SOUTH NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

City of Palm Coast, Florida Agenda Item

Agenda Date: 08/07/2018

Department	UTILITY	Amount	\$236,400.00
Item Key	3890	Account	# 54029090 63000 84005
Subject RESOLUTION 2018-XX APPROVING THE PURCHASE OF AN ADVANCED METERING INFRASTRUCTURE SYSTEM FROM SENSUS USA, INC.			
<p>Background : <u>UPDATE FROM THE JULY 31, 2018 WORKSHOP</u> This item was heard by City Council at their July 31, 2018 Workshop. There were no changes suggested to this item.</p> <p><u>ORIGINAL BACKGROUND FROM THE JULY 31, 2018 WORKSHOP</u> The Utility Department plans to migrate from a drive-by radio read system for reading water meters to a fixed base radio read system. The City currently has 27,416 meters that are being read via the drive-by system and the utility is adding meter transmitters at a rate of approximately 3,300 per year. The fixed base radio reading system will allow the meters to be read from the office giving Customer Service and Finance the ability to obtain meter readings as necessary without rolling a vehicle.</p> <p>City staff advertised and solicited a request for proposals for the purchase of an Advanced Metering Infrastructure (AMI) system and associated metering supplies in accordance with the City's purchasing policy. City staff evaluated the submittals and recommends a contract with the top-ranked proposer, Sensus USA Inc. The Sensus Flex Net radio meter reading system is a point to multi point network which is a licensed system with direct meter to receiver architecture providing a single tier, flat communications structure. The Flex Net system does not require frequency sharing and reduces signal to noise ratio and interference.</p> <p>Working with the IT Department, the Utility proposes to utilize the City's FiberNet system to transmit the data from the field to City servers. When called for, data will be transmitted from the individual meters to radio towers and then by City FiberNet to City computer servers. The system will provide hourly and daily reporting options, meter-tampering reports, leak detection and maintains a three-year consumption history. The proposal also includes a portal to allow customers to directly access data related to their water consumption as well. In addition, these proposed improvements will be incorporated into the FiberNet master plan currently being prepared by Magellan Advisors.</p> <p>The system will be installed in multi-year deployment as the utility system grows. The Sensus Flex Net Advanced Metering Infrastructure system proposal includes meters, transmitters, communication equipment, project management and RF (Radio Frequency) engineering services. This is a multi-year contract. All items will be purchased on an-as needed basis. The total cost estimate for the first year will be \$236,400.00. The notice of intent to award, project bid overview, and price proposal sheet are attached.</p>			
SOURCE OF FUNDS WORKSHEET FY 2018			
IMPROVEMENTS-DISTRIBUTION SYSTEM (54029090-63000-84005)			\$ 905,000.00
Total Expended/Encumbered to Date			\$ 601,943.32
Pending Work Orders/Contracts			\$

Current Work Order	<u>\$ 236,400.00</u>
Balance	\$ 66,656.68

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

Recommended Action :

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

RESOLUTION 2018-____
FLEX NET ADVANCED METERING INFRASTRUCTURE
SENSUS USA INC.

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

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

PRICE PROPOSAL SHEET

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

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

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

Are you proposing an Alternative AMI System? Y _____ N X_____

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

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

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

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

Up to 20k endpoints

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

All included in Maintenance Fees

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

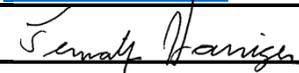
- a. This price is current, accurate complete, and is presented as the Total Price, including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.

- b. This Proposal is current, accurate, complete, and is presented to the City for the performance of this Contract in accordance with all the requirements as stated in this RFP.

- c. This Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.

- d. The financial stability to fully perform the terms and conditions as specified herein. The City reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the City.

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

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



City of PALM COAST

Administrative Services & Economic Development
Central Services Division

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

NOTICE OF INTENT TO AWARD

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

Date: 7/16/2018

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

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

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

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

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

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



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

Project Overview

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

Awarded Suppliers	Reason	Score
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Sensus	Highest Ranked Proposal	92 pts
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Seal status

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

Conflict of Interest

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

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



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



Project Criteria

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



Total	100 pts	
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Scoring Summary

Active Submissions

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



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

City of Palm Coast, Florida Agenda Item

Agenda Date: 08/07/2018

Department	Community Development	Amount	\$319,270.87
Item Key	3903	Account	#21097011-063000-54605
Subject RESOLUTION 2018-XX APPROVING A CONTRACT WITH HALIFAX PAVING, INC. AND A WORK ORDER WITH SAI FOR THE CONSTRUCTION AND CONSTRUCTION ENGINEERING & INSPECTION SERVICES OF SEMINOLE WOODS/SR 100 TURN LANE PROJECT			
<p>Background: <u>UPDATE FROM THE JULY 31, 2018 WORKSHOP</u> This item was heard by City Council at their July 31, 2018 Workshop. There were no changes suggested to this item.</p> <p><u>ORIGINAL BACKGROUND FROM THE JULY 31, 2018 WORKSHOP</u> On March 6, 2018, City Council approved the Florida Department of Transportation (FDOT) Local Agency Program (LAP) agreement for the construction of a dedicated 12-foot wide left turn lane on northbound Seminole Woods Pkwy at the intersection with SR 100, including signals, signing and pavement markings improvements.</p> <p>Staff advertised and solicited bids for the construction of Seminole Woods/SR 100 turn lane in accordance with City's Purchasing Policy and FDOT requirements. Three (3) bids were received, out of which two were deemed pre-qualified, responsive and responsible. The low bidder was Halifax Paving Inc., with the bid of \$254,735.55. FDOT will fund \$187,384.94 through a previously approved LAP agreement. City submitted a request for additional funding to the River to Sea Transportation Planning Organization (TPO) to help cover the deficit, which will be considered during their August meeting. The notice of intent to award and project bid overview is attached.</p> <p>Staff recommends that City Council approve a contract with Halifax Paving, Inc. in the amount of \$254,735.55, plus a 10% contingency (\$26,000) for unforeseen construction issues.</p> <p>Staff also advertised and requested statements of qualifications for the Construction Engineering Inspection services (CEI) for the Seminole Woods/SR 100 improvements in accordance with City's Purchasing Policy. Four responses were received that were deemed responsive and responsible. City selected SAI Consulting Engineers Inc. as the top qualified firm and negotiated the scope and fee according to FDOT's mandated level of service. The notice of intent to award and project bid overview is attached.</p> <p>City staff recommends that City Council approve a work order with SAI Consulting Engineers Inc. in the amount not to exceed \$38,535.32 for the Seminole Woods/ SR 100 improvement project.</p>			

SOURCE OF FUNDS WORKSHEET

Transportation Impact Fee/Seminole Woods Turn Lane

- 21097011-063000-54605

\$ 321,000.00

Total Expenses/Encumbered to date

\$ 705.39

Current Contract/Contingency/WO

\$ 319,270.87

Balance

\$ 1,024.00

Recommended Action: Adopt Resolution 2018-XX approving a contract with Halifax Paving, Inc. for construction and a work order with SAI for the construction engineering & inspection services for the Seminole woods/SR 100 turn lane project.

**RESOLUTION 2018 - _____
SEMINOLE WOODS SR/100 TURN LANE**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A CONTRACT WITH HALIFAX PAVING, INC. AND A WORK ORDER WITH SAI FOR THE CONSTRUCTION AND DESIGN OF SEMINOLE WOODS/SR 100 TURN LANE; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Halifax Paving, Inc. and SAI desire to provide construction and design services for the Seminole Woods/SR 100 turn lane project to the City of Palm Coast; and

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

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

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

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

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

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

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

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

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

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

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

Approved as to form and legality

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

WORK ORDER # 2
 PO #: _____



DATE: 7 / 16 / 20 18

Project Manager's Initials _____

SUPPLIER INFORMATION

BID DETAILS

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

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

- INCORPORATION BY REFERENCE** The provisions of the agreement dated July 16, 2018 ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
- METHOD OF COMPENSATION (chose one):** **FIXED FEE** **NOT TO EXCEED***
 Fixed - Amount Proposed is set amount for services – will not change regardless of time. Not to exceed -: Spend over time shall not exceed Total Cost without approved change order
 *If "NOT TO EXCEED", then TOTAL COST is (chose one): **UNIT BASED** **PERCENT OF FIXED FEE** ___%
- PRICING (chose one):** **ATTACHED** **INCLUDED IN CONTRACT**
- SCHEDULE (chose one):** **AS NEEDED BASIS** **SHALL BE COMPLETED BY -** ___ / ___ / 20___
- DESCRIPTION OF SERVICES (chose one):** **ATTACHED** **INCLUDED IN CONTRACT**
- OTHER ATTACHMENTS TO THIS WORK ORDER:** **No** **Yes** If yes, identify below:

- TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work Order and the Agreement.
- CONFLICT.** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

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

SUPPLIER APPROVAL

By: [Signature]
 Print: KEVIN LETTRICIA
 Title: VP- CONSTRUCTION
 Date: 7/16/18

CITY APPROVAL

By: _____
 Print Name: _____
 Title: Assistant City Manager or Designee
 Date: _____



1350 Penn Avenue
Suite 300
Pittsburgh, PA 15222-4211

Tel 412.392.8750
Fax 412.392.8785

July 16, 2018

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

Attention: Ms. Alena Dvornikova, PMP
Project Manager

SENT VIA OVERNIGHT MAIL

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

Dear Ms. Dvornikova:

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

If you have any questions or require additional information, please contact me at 412.392.8763 or via email at jlombardi@saiengr.com.

Very truly yours,

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

JLL
James J. Lombardi, PE
Executive Vice President

JLL:lmk

Enclosure

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

SAI CONSULTING ENGINEERS, INC.

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

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

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

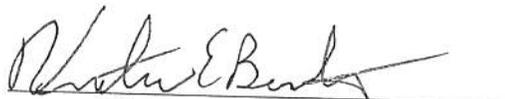
RESOLVED FURTHER, that the proper officers of the Corporation are hereby authorized empowered and directed to do any further acts and take any further actions, including the execution, delivery and performance of any other documents and agreements, which are necessary, convenient or advisable and, in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

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

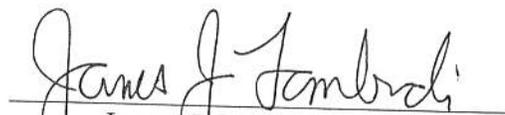
RESOLVED FURTHER, that this Consent be filed with the Corporation's Secretary and inserted in the minute book of the Corporation.

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

June 27, 2018


Victor E. Bertolina

June 27, 2018


James J. Lombardi

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


James J. Lombardi, Secretary



1153 Miranda Lane
Kissimmee, FL 34741

CITY OF PALM COAST SCOPE

SEMINOLE WOODS BOULEVARD INTERSECTION IMPROVEMENTS

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

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

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

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

Scope of Services

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

ADMINISTRATION, INSPECTION AND TESTING

Standard Responsibilities of Positions:

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

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

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

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

Subconsultant Firms:

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

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

Public Information Services:

Public Information Services are not included in the Scope.



City of PALM COAST

Administrative Services & Economic Development
Central Services Division

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

NOTICE OF INTENT TO AWARD

(FDOT concurrence 7/10/18)

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

Date: July 10, 2018

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

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

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

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

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

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





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

Project Overview

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



Awarded Suppliers	Reason	Score
Halifax Paving, Inc.		0 pts

Seal status

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

Conflict of Interest

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



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



Project Criteria

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



Total	0 pts	
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Scoring Summary

Active Submissions

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



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

Eliminated Submissions



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

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



Reason

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



City of PALM COAST

Administrative Services & Economic Development
Central Services Division

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

NOTICE OF INTENT TO AWARD

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

Date: April 4, 2017

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

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

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

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

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

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



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

Project Overview

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

Awarded Suppliers	Reason	Score
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SAI Consulting Engineers Inc.		86.25 pts
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Seal status

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

Conflict of Interest

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

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



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



Project Criteria

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



Scoring Summary

Active Submissions

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



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

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



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

City of Palm Coast, Florida Agenda Item

Agenda Date: 08/7/2018

Department	Community Development	Amount	\$236,059.00
Item Key	3905	Account	#21055011-063000-54608
Subject RESOLUTION 2018-XX APPROVING A WORK ORDER WITH CPH, INC. FOR DESIGN SERVICES FOR IMPROVEMENTS TO CITATION BOULEVARD			
Background :			
<u>UPDATE FROM THE JULY 31, 2018 WORKSHOP</u>			
This item was heard by City Council at their July 31, 2018 Workshop. There were no changes suggested to this item.			
<u>ORIGINAL BACKGROUND FROM THE JULY 31, 2018 WORKSHOP</u>			
The current intersection of Citation Boulevard & Sesame Boulevard is not deemed safe due to deteriorating bridge conditions and a confusing layout. According to the recent inspection, it was noted that: "Existing bridge has heavy to severe corrosion with areas up to 100% section loss".			
The proposed design will address the issue of the deteriorating conditions and improve safety, by eliminating the stop sign at the existing intersection and converting Citation Pkwy into the extension of Sesame Boulevard to the intersection with Seminole Woods Pkwy.			
In accordance with City's Purchasing Policy, staff advertised and solicited qualifications for the design and construction plans for the improvements along Citation Pkwy. and a portion of Seminole Woods Boulevard. Three submissions were received with staff selecting CPH, Inc. and negotiating a scope and fee in the base amount of \$195,743.00. The notice of intent to award and project bid overview is attached.			
Proposed design will include intersection improvements at Citation Parkway and Seminole Woods Boulevard including the addition of left and right turn lanes, intersection improvements at Citation Parkway and Universal Trail, including the addition of a left turn lane, and multi-use path/passive linear park along the south side of Sesame Boulevard.			
The proposal also includes optional services, such as environmental services and bid phase services, in the amount not to exceed \$40,316.00. Optional services will be performed on an as needed basis which will derive from survey and site analysis information.			
City staff recommends that City Council approve a work order with CPH, Inc. with the base amount of \$195,743.00 and optional services, in the amount not to exceed \$40,316.00. Funding for this project is budgeted in the Street Improvement Fund for FY 2018 (\$175,000) and included in the proposed FY 2019 (\$61,059) budget, since this project will span two fiscal years.			
SOURCE OF FUNDS WORKSHEET FY 2018/2019			
Street Improvement Fund (21055011-063000-54608)			\$ 236,059.00
Total Expended/Encumbered to Date			\$ 0.00
Pending Work Orders/Contracts			\$ 0.00
Current Work Order			<u>\$ 236,059.00</u>
Balance			\$ 0.00

Recommended Action :

Adopt Resolution 2018-XX approving a work order with CPH, Inc. for design services for improvements for the Citation Boulevard project.

RESOLUTION 2018 - _____
CITATION BOULEVARD IMPROVEMENTS PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A WORK ORDER WITH CPH, INC., FOR DESIGN SERVICES FOR THE CITATION BOULEVARD IMPROVEMENTS PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, CPH Inc., desires to provide design services for the Citation Boulevard improvements project for the City of Palm Coast; and

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

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

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

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

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

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

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

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

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

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

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

Approved as to form and legality

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

WORK ORDER # _____
PO #: _____



DATE: 07 / 22 / 2018

Project Manager's Initials _____

SUPPLIER INFORMATION

BID DETAILS

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

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

1. **INCORPORATION BY REFERENCE** The provisions of the agreement dated 07 / 22 / 2018 ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.

2. **METHOD OF COMPENSATION** (chose one): FIXED FEE NOT TO EXCEED*
Fixed - Amount Proposed is set amount for services - will not change regardless of time. Not to exceed -: Spend over time shall not exceed Total Cost without approved change order

*If "NOT TO EXCEED", then TOTAL COST is (chose one): UNIT BASED PERCENT OF FIXED FEE ___%

3. **PRICING** (chose one): ATTACHED INCLUDED IN CONTRACT

4. **SCHEDULE** (chose one): AS NEEDED BASIS SHALL BE COMPLETED BY - ___ / ___ / 20___

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

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

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

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

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

SUPPLIER APPROVAL

CITY APPROVAL

By:

By: _____

Print: Kurt R. Luman, Jr., P.E.

Print Name: _____

Title: Vice President/Associate

Title: Assistant City Manager or Designee

Date: 7/24/18

Date: _____



city of PALM COAST

Administrative Services & Economic Development
Central Services Division

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

NOTICE OF INTENT TO AWARD

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

Date: May 9, 2018

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

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

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

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

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

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



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

Project Overview

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



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

Awarded Suppliers	Reason	Score
CPH, Inc.		88 pts

Seal status

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

Conflict of Interest

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



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



Project Criteria

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



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



Scoring Summary

Active Submissions

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

	Project Understanding	Schedule and Availability



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

City of Palm Coast, Florida Agenda Item

Agenda Date : 08/07/2018

Department	Community Development	Amount	\$570,080.00
Item Key	3904	Account	#21097011-063000-54420
Subject	RESOLUTION 2018-XX APPROVING A WORK ORDER WITH ENGLAND-THIMS & MILLER INC., FOR DESIGN SERVICES RELATED TO THE WHITEVIEW PARKWAY IMPROVEMENT PROJECT.		
Background :			
<u>UPDATE FROM THE JULY 31, 2018 WORKSHOP</u>			
This item was heard by City Council at their July 31, 2018 Workshop. There were no changes suggested to this item.			
<u>ORIGINAL BACKGROUND FROM THE JULY 31, 2018 WORKSHOP</u>			
One of City Council objectives is to continue to enhance safety improvements at intersections and along roadways. Based on 2017 Crash Analysis completed by River to Sea Transportation Planning Organization, Whiteview Pkwy is deemed 2 nd highest crash road segment in Volusia & Flagler Counties based on crash severity. Improvements along Whiteview Pkwy corridor will reduce the existing four lane road segment to two lanes, add turn lanes and extend the multi-use path throughout the corridor, which will greatly improve safety for motorists, bikers and pedestrians. The project will also add street lights along the entire corridor.			
In January 2018, a neighborhood meeting was held. City staff presented the project to City Council at the April 11, 2018 Workshop. In May 2018, staff then presented the project concept to the Beautification and Environmental Advisory Committee. Based on the feedback received and in accordance with the City's Purchasing Policy, City staff released a Letter of Interest (LOI). The City received three (3) submissions in response to the LOI publication. The submissions were reviewed and ranked by City staff, selecting England-Thims & Miller Inc. (ETM) as the top firm for the project. The notice of intent to award and project bid overview are attached.			
City staff negotiated a scope and base fee of \$498,790.00. City staff have determined that the cost of design services is reasonable, fair and consistent for a project of this magnitude and scope. The cost for this project is included with our Transportation Impact Fee Fund.			
ETM's proposal also has the following alternatives for Council consideration: Alternate No.1- Subsurface Utility Excavation in the amount not to exceed \$5,000.00 Alternate No 2- Street Lighting in the amount not to exceed \$ 66,290.00 Alternate No 3- Landscape, Hardscape and Irrigation in the amount not to exceed \$47,200.00 (this task will be performed by city staff)			
Staff recommends England-Thims & Miller for the design services for the Whiteview Parkway Improvement Project.			
Recommended Action :			
Adopt Resolution 2018-XX approving a work order with England-Thims & Miller Inc., for design services related to the Whiteview Parkway Improvement Project.			

RESOLUTION 2018 - _____
WHITEVIEW PARKWAY IMPROVEMENT PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A WORK ORDER IN THE AMOUNT OF \$570,080.00 WITH ENGLAND-THIMS & MILLER INC., FOR DESIGN SERVICES RELATED TO THE WHITEVIEW PARKWAY IMPROVEMENT PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS England-Thims & Miller Inc., desires to provide design services for the Whiteview Parkway improvement project for the City of Palm Coast; and

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

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

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

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

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

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

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

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

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

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

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

Approved as to form and legality

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

WORK ORDER # _____
 PO #: _____



DATE: 7 / 22 /20 18

Project Manager's Initials _____

SUPPLIER INFORMATION

BID DETAILS

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

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

- INCORPORATION BY REFERENCE** The provisions of the agreement dated 07 / 22 / 2018 ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
- METHOD OF COMPENSATION** (chose one): FIXED FEE NOT TO EXCEED*
 Fixed - Amount Proposed is set amount for services – will not change regardless of time. Not to exceed -: Spend over time shall not exceed Total Cost without approved change order
 *If "NOT TO EXCEED", then TOTAL COST is (chose one): UNIT BASED PERCENT OF FIXED FEE ___%
- PRICING** (chose one): ATTACHED INCLUDED IN CONTRACT
- SCHEDULE** (chose one): AS NEEDED BASIS SHALL BE COMPLETED BY - ___ / ___ /20___
- DESCRIPTION OF SERVICES** (chose one): ATTACHED INCLUDED IN CONTRACT
- OTHER ATTACHMENTS TO THIS WORK ORDER:** No Yes If yes, identify below:

- TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work Order and the Agreement.
- CONFLICT.** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

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

SUPPLIER APPROVAL

By: Matthew S. Maggiore
 Print: Matthew S. Maggiore, P.E.
 Title: Executive Vice President
 Date: 7-23-18

CITY APPROVAL

By: _____
 Print Name: _____
 Title: **Assistant City Manager or Designee**
 Date: _____



www.etm-inc.com

tel 386-447-6195 • fax 904-646-9485

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

July 12, 2018

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

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

Dear Ms. Dvornikova,

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

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

Segment 2 - Intersection Improvements at Whipporwill Drive and Ravenwood Drive

Segment 3 - Intersection Improvements at Princess Rose Drive

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

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

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

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

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

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

Task - Roadway Analysis

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

Task - Roadway Plans

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

Task - Drainage Analysis

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

Task - Traffic Control Plans

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

Task - Utility Coordination

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

Task - FDOT Coordination and Permitting

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

Task - SJRWMD Coordination and Permitting

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

Task - Signing and Pavement Markings

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

Task - Topographic and R/W Surveying

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

Task - Geotechnical Engineering

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

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

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

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

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

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

FEE SUMMARY
SEGMENT 3 – INTERSECTION IMPROVEMENTS AT
PRINCESS ROSE DRIVE

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

BASE FEE (SEGMENTS 1, 2, AND 3)	\$498,790
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Alternate No. 1 - Subsurface Utility Excavations (Allowance)

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

Estimated Fee (Allowance) \$5,000

Alternate No. 2 - Street Lighting

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

Lump Sum Fee \$66,290

Alternate No. 3 - Landscape, Hardscape and Irrigation

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

Lump Sum Fee \$47,200

GRAND TOTAL (BASE FEE + ALTERNATES 1, 2, AND 3)	\$617,280
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ITEMS NOT INCLUDED

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

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

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

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

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

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

TOTAL CONTRACT COST COMPUTATIONS

Total Activity Salary Costs: \$412,310.00

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

Subcontract Items:

 Geotechnical Engineering \$18,800.00

 Base Fee: \$498,790.00

Alternates:

 Subsurface Utility Excavations (Allowance) \$5,000.00

 Streetlighting with addtl survey \$66,290.00

 Landscape, Hardscape, Irrigation \$47,200.00

Grand Total: \$617,280.00

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

❖ PROJECT UNDERSTANDING

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

Table 1, Summary of Proposed Intersection Improvements

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

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

❖ PROPOSED SCOPE OF SERVICES

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

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

Field Exploration

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

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

Table 2, Summary of Proposed Field Explorations

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

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

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

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

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

Laboratory Testing

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

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

Engineering and Report Preparation Services

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

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

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

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

◆ ESTIMATED COSTS

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

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

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

◆ SCHEDULE

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

◆ LIMITATIONS

Utility Clearance

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

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

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

Property Access Authorization and Site Disturbance

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

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

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

❖ EXCLUSIONS

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

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

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



May 2, 2018

England-Thims & Miller, Inc

Attention: Matt Maggiore, P.E.

Reference: Palm Coast Whiteveiw Parkway
Hardscape and Landscape Draft Proposal

Dear Matt:

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

30% Schematic Design

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

West of White Mill Drive (approximately 1 mile)

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

East of White Mill Drive (approximately 1.3 miles)

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

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

Construction Documents

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

Post Design Services

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

Construction Phase Services

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

- Substantial and final construction visits.

Fees:

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

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

Sincerely,

S&ME, Inc.

Bruce C. Hall, PLA, ASLA
Principal Landscape Architect



City of PALM COAST

Administrative Services & Economic Development
Central Services Division

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

NOTICE OF INTENT TO AWARD

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

Date: April 12, 2018

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

Firm	Total Score
England-Thims & Miller, Inc. Palm Coast, FL	84.75
CPH, Inc. Palm Coast, FL	77.75
DRMP Orlando, FL	63.75

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

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

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

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

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



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

Project Overview

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



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

Seal status

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

Conflict of Interest

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



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



Project Criteria

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



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



Scoring Summary

Active Submissions

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

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

Eliminated Submissions

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



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



Reason

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

City of Palm Coast, Florida Agenda Item

Agenda Date: 08/07/2018

Department	Community Development	Amount	\$528,887.00
Item Key	3864	Account	
Subject RESOLUTION 2018-XX APPROVING A FDOT LAP SUPPLEMENTAL AGREEMENT FOR LAKEVIEW BOULEVARD MULTI-USE PATH PROJECT			
<p>Background : <u>UPDATE FROM THE JULY 31, 2018 WORKSHOP</u> This item was heard by City Council at their July 31, 2018 Workshop. There were no changes suggested to this item.</p> <p><u>ORIGINAL BACKGROUND FROM THE JULY 31, 2018 WORKSHOP</u> This project consists of constructing an 8-foot-wide concrete multi-use path along Lakeview Boulevard from south of La Mancha Drive to London Drive. The project is approximately 1 mile in length. The project also includes piping, ditch regrading, signing and pavement markings, current ADA compliant detectable warnings, benches & landscaping, waste and recycle receptacles, sod and silt fence. Utility coordination is anticipated. All pedestrian features are to adhere to current ADA standards.</p> <p>This item is to consider a Florida Department of Transportation (FDOT) Local Agency Program (LAP) Supplemental Agreement #1, which will reduce FDOT grant funding to the amount of \$528,887.00 based on approved construction contract amount. Original LAP agreement was executed on 02/22/2018. This amendment will reduce the FDOT grant by \$31,884 and the cost to the City is reduced by \$74,279 for construction and CEI costs.</p> <p>The FDOT has allocated funding for the construction phase of the project as part of their current approved budget. The project costs are included in the City's Streets Improvement Fund.</p>			
<p>Recommended Action : Adopt Resolution 2018-XX approving a FDOT LAP supplemental agreement for Lakeview Boulevard Multi-Use Path Project.</p>			

RESOLUTION 2018 - _____
FDOT LAP SUPPLEMENTAL AGREEMENT
LAKEVIEW BOULEVARD MULTI-USE PATH PROJECT

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

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

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

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

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

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

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

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

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

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

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

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

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

Approved as to form and legality

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

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

525-010-32
PROGRAM MANAGEMENT
08/17

Page 1 of 4

SUPPLEMENTAL NO.

1

FEDERAL ID NO. (FAIN)

D517 103 B

CONTRACT NO.

G0U39

FEDERAL AWARD DATE

2/15/2018

FPN

440854-1-58/68-01

LOCAL AGENCY DUNS NO.

17-454-1107

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

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

PROJECT DESCRIPTION

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

Termini South of La Mancha Drive to London Drive

Description of Work:

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

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

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

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

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

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

**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

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

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

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

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

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

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

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

525-010-32
PROGRAM MANAGEMENT
07/17

FPN
440854-1-58/68-01

Page 3 of 4

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

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

525-010-32
PROGRAM MANAGEMENT
07/17

Page 4 of 4

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

AGENCY CITY OF PALM COAST

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name:

Title:

By: _____

Name: Loreen C. Bobo, P.E.

Title: Director of Transportation Development

Date: _____

Legal Review:

EXHIBIT "F"

AGENCY RESOLUTION

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

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

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

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

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

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

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

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

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

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

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

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

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

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

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

City of Palm Coast, Florida Agenda Item

Agenda Date : 08/07/2018

Department	CITY CLERK	Amount	\$40,600										
Item Key	3897	Account #	21055011-063000-54510										
Subject RESOLUTION 2018-XX APPROVING AN EASEMENT WITH PALM COAST ELKS LODGE #2709, INC. FOR THE OLD KINGS ROAD NORTH WIDENING PROJECT													
<p>Background : <u>UPDATE FROM THE JULY 31, 2018 WORKSHOP</u> This item was heard by City Council at their July 31, 2018 Workshop. There were no changes suggested to this item.</p> <p><u>ORIGINAL BACKGROUND FROM THE JULY 31, 2018 WORKSHOP</u> Previously, City Council approved a Local Agency Program Agreement with the Florida Department of Transportation to fund the right-of-way acquisition phase for the Old Kings Road Widening Project. As rights-of-way and easements are negotiated with property owners, City staff will bring those forward for City Council consideration.</p> <p>Palm Coast Elks Lodge #2709, Inc. is providing the necessary easement to the City of Palm Coast for 7,504 sq. ft. of frontage property along Old Kings Road for a cost of \$40,600.00.</p> <p>Acquisition of this easement is necessary for the planned widening of the existing pavement to accommodate drainage improvements and driveway connections. The cost for these easements is funded by FDOT. City staff recommends approval of this purchase to help facilitate the construction of the proposed improvements.</p> <p>SOURCE OF FUNDS WORKSHEET FY 2018 Street Improvement Fund, Old Kings Road North Widening</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">21055011-063000-54510</td> <td style="text-align: right;">\$1,000,000.00</td> </tr> <tr> <td>Total Expenses/Encumbered to date</td> <td style="text-align: right;">\$ 415,358.04</td> </tr> <tr> <td>Pending</td> <td style="text-align: right;">\$ 403,700.00</td> </tr> <tr> <td>Current purchases</td> <td style="text-align: right;">\$ 40,600.00</td> </tr> <tr> <td>Balance</td> <td style="text-align: right;">\$ 140,341.96</td> </tr> </table>				21055011-063000-54510	\$1,000,000.00	Total Expenses/Encumbered to date	\$ 415,358.04	Pending	\$ 403,700.00	Current purchases	\$ 40,600.00	Balance	\$ 140,341.96
21055011-063000-54510	\$1,000,000.00												
Total Expenses/Encumbered to date	\$ 415,358.04												
Pending	\$ 403,700.00												
Current purchases	\$ 40,600.00												
Balance	\$ 140,341.96												
<p>Recommended Action : Resolution 2018-XX approving an easement with Palm Coast Elks Lodge #2709, Inc. for the Old Kings Road North Widening Project.</p>													

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

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

Attachments: Palm Coast Elks Lodge Easement

OFFER AND PURCHASE AGREEMENT

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

Seller: Palm Coast Elks Lodge #2709, Inc.

Buyer: City of Palm Coast, Florida

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

I. Description of Property

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

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

II. Purchase Price

(a) Real Property

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

Summary table for purchase price: Total Purchase Price (Add Lines 4,5,9,10 and 11) \$ 40,600.00; Portion of Total Purchase Price to be paid to Seller by Buyer at Closing \$ 40,600.00; Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession \$ 0.00.

III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
(b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer.
(c) Seller shall maintain the property described in Section I of the agreement until the day of closing.
(d) Any occupancy of the property described in Section I of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.

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

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

INFRASTRUCTURE EASEMENT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

WITNESSES:

Alena Dvornikova
[Signature]
(print)

[Signature]
Kelly Little-Davney
(print)

GRANTOR

By: [Signature]

Print name: DARRELL EDGE

Title: EXALTED RULER

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

STATE OF FLORIDA
COUNTY OF FLAGLER

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

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



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

Business Notice Questionnaire

FORM 575-030-33 - Questionnaire
RIGHT OF WAY - 02/05
Page 1 of 1

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

Property Owner: _____

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

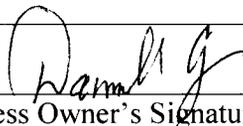
Please Check One: () 5+ years () Whole Take

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

City, State, Zip: _____

Telephone Number: 386.446.2709

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


Business Owner's Signature

DARRELL EONE EXALTED RULFR
Printed Name & Title

Survey Date

Date Notice Delivered

Agent Signature

Method of Delivery

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



city of PALM COAST

Community Development Department
Construction Management & Engineering Division

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

Florida Statutes:
Chapter 517
Section 286.23

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

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

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

Dear Property Owner,

Subject: Public Disclosure Notice

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

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

Please Note:

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

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

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

Sincerely,

Virginia Smith, MMC, CP
City Clerk/Paralegal

Enclosures: Section 286.23, Florida Statutes, Public Disclosure Affidavit



Attachment "B"

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

Public Disclosure Affidavit

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

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

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

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

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

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

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

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

[Signature]
Affiant's Signature

DARRELL EDGE
Print or Type Name of Affiant

State of Florida
County of Flagler

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

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



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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

575-030-27
 RIGHT OF WAY
 08/09

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

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

Dear Property Owner(s):

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

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

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

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

TAXPAYER IDENTIFICATION NUMBER (TIN)

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

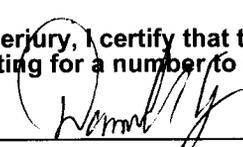
For other entities, it is your employer identification number (EIN): 59-2669153

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

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

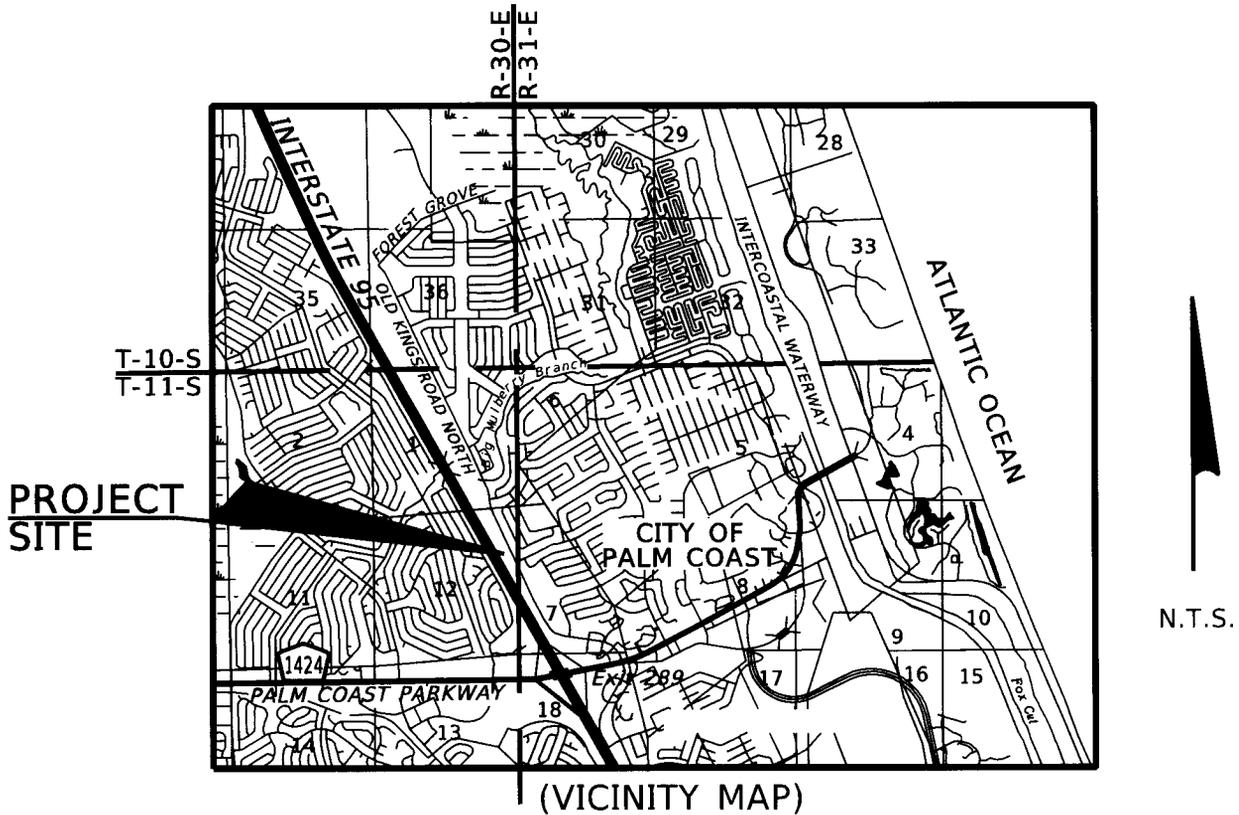
- 1 - CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION**
 (A corporation formed under the laws of any state within the United states.)
- 2 - NOT FOR PROFIT CORPORATION** (Section 501(c)(3) Internal Revenue Code)
- 3 - PARTNERSHIP, JOINT VENTURE, ESTATE, TRUST OR MULTIPLE MEMBER LLC**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

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

Sign Here  Date 19 JUL 2015

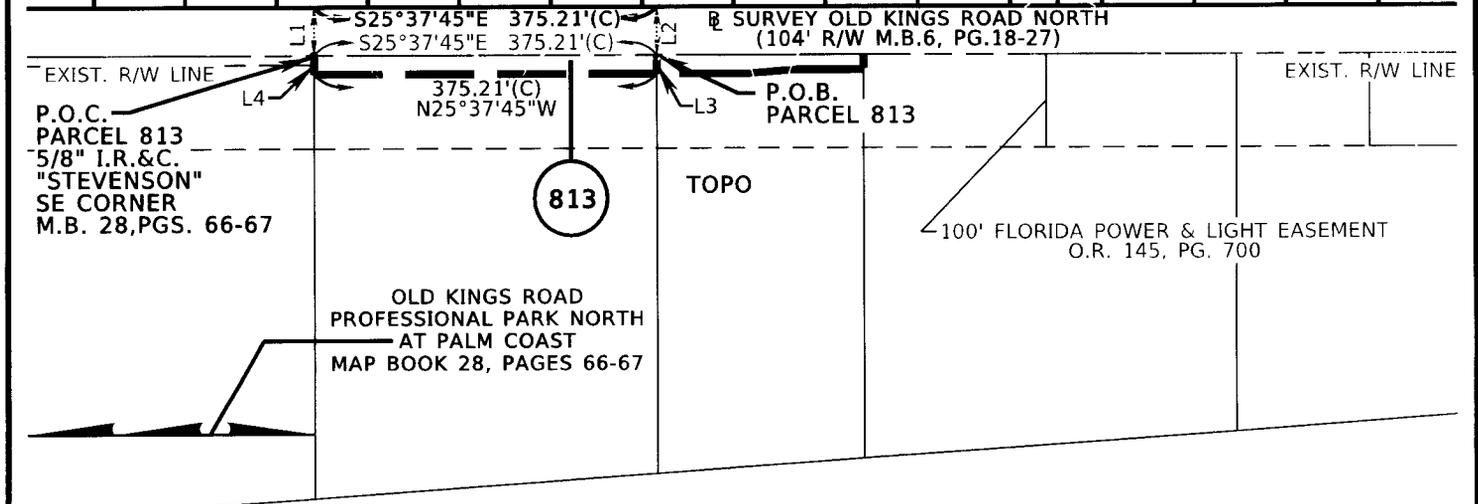
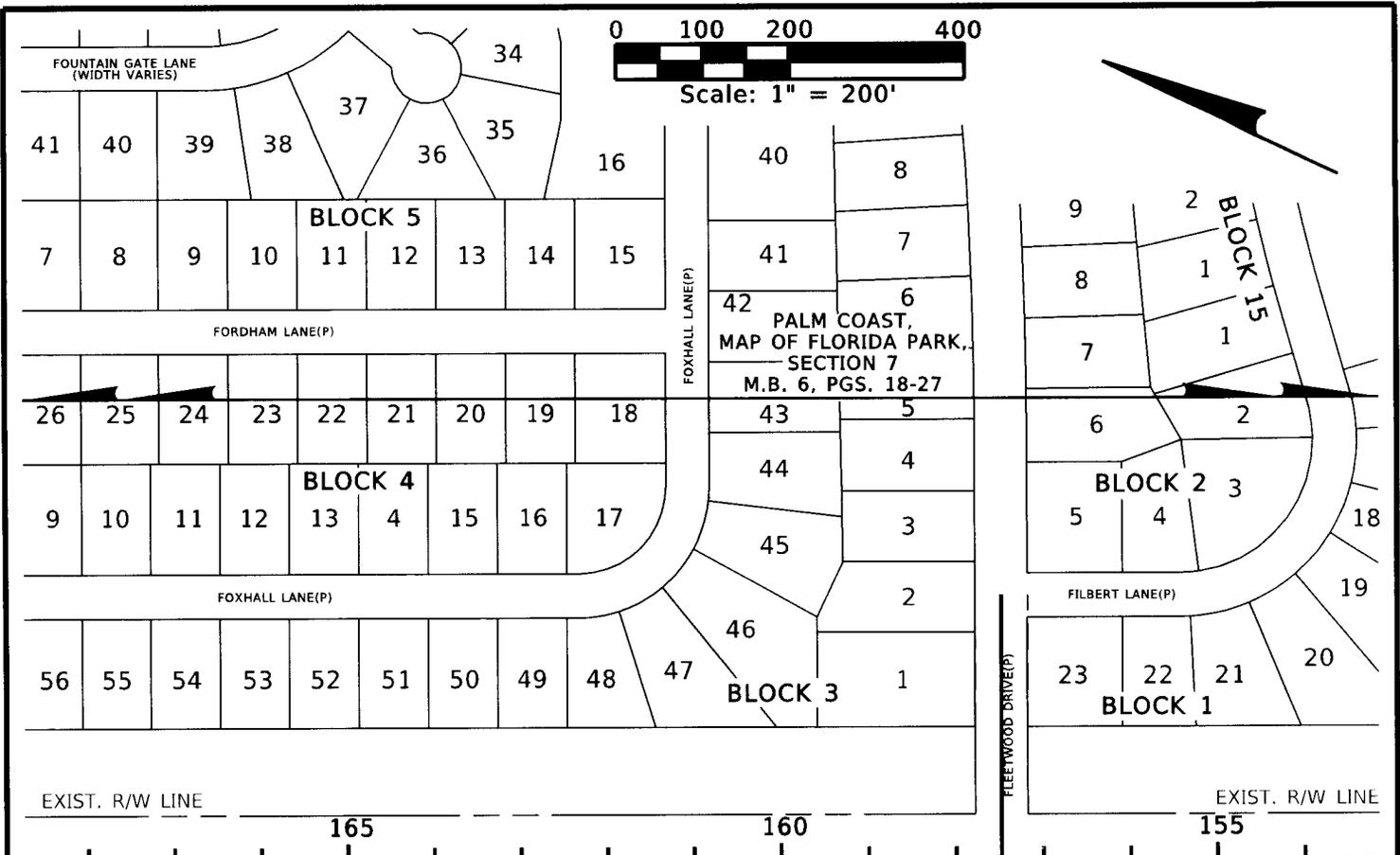
Title EXALTED RULER Email (optional) _____

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



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

		CITY OF PALM COAST, FLORIDA	
		SKETCH AND DESCRIPTION - NOT A SURVEY	
		OLD KINGS ROAD NORTH - PARCEL 813	FLAGLER COUNTY
	BY	DATE	PREPARED BY4 DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 1-904-641-0123 LB#2648
	DRAWN	K.SCHMISEK 04-17-17	DATA SOURCE: SCALE: N/A
REVISION	BY	DATE	DRMP JOB NO. 13-0282.000 SECTION N/A
	CHECKED	C.FAUST 04-24-17	160 SHEET 1 OF 5



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

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

City of Palm Coast, Florida Agenda Item

Agenda Date: 08/07/2018

Department	Community Development	Amount	\$62,343.00
Item Key	3902	Account	#54029082-063000-82003
Subject RESOLUTION 2018-XX APPROVING A CONTRACT WITH S.E. CLINE CONSTRUCTION, INC., FOR THE CONSTRUCTION OF THE CONCENTRATE MAIN CONVERSION PROJECT.			
<p>Background : <u>UPDATE FROM THE JULY 31, 2018 WORKSHOP</u> This item was heard by City Council at their July 31, 2018 Workshop. There were no changes suggested to this item.</p> <p><u>ORIGINAL BACKGROUND FROM THE JULY 31, 2018 WORKSHOP</u> In 2008, the City of Palm Coast approved the installation of a 12" concentrate main discharge to the Royal Palms canal from Water Treatment Plant 2. The main is no longer utilized due to the Zero Liquid Discharge improvements that were made to Water Treatment Plant #2. City staff concluded the concentrate main could be converted to a force main by performing a hydraulic analysis and modeling the wastewater collection system under several conditions. The new force main would provide relief for the existing pump stations along the southern portion of Belle Terre Parkway, which are currently connected to an 8" force main.</p> <p>Construction Management & Engineering Division, designed the construction plans for reconfiguration of the concentrate main into a 12" force main. City staff reviewed and approved the construction plans.</p> <p>The project was advertised (ITB-CD-18-50) and there were three qualified bids received. City staff recommends awarding the contract to the low bidder S.E. Cline Construction, Inc. of Palm Coast, in the amount of \$62,343.00. The notice of intent to award and project bid overview are attached.</p> <p>This project is in the utility 5-Year Capital Improvement Plan and the construction is budgeted for Fiscal Year 2018.</p>			
<p>Recommended Action : Adopt Resolution 2018-XX approving a contract with S.E. Cline Construction, Inc., in the amount of \$62,343.00, for the construction of the Concentrate Main Conversion project.</p>			

RESOLUTION 2018-____
CONCENTRATE MAIN CONVERSION

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

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

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

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

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

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

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

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

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

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

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

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

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

Approved as to form and legality

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



City of PALM COAST

Administrative Services & Economic Development
Central Services Division

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

NOTICE OF NOTICE OF INTENT TO AWARD

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

Date: 7/20/2018

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

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

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

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

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



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

Project Overview

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

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

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

Conflict of Interest

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



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



Project Criteria

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



Scoring Summary

Active Submissions

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



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

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



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

ROYAL PALMS PKWY

CENTRAL AVE.

STATE ROAD 100

BELLE TERRE BLVD.

Legend

Concentrate Main

--- CONCENTRATE MAIN TO CONVERT

--- CONCENTRATE MAIN DRYLINE

0 1,000 2,000 4,000 Feet



City of Palm Coast, Florida Agenda Item

Agenda Date: 08/07/2018

Department	Community Development	Amount	
Item Key	3901	Account	
Subject	RESOLUTION 2018-XX GRANTING A TEMPORARY RIGHT-OF-WAY AGREEMENT TO FPL AS REQUIRED FOR THE SOUTHERN WELLFIELD EQUIP 3 WELLS & RAW WATER MAIN, PHASE 3 PROJECT		
Background :			
<u>UPDATE FROM THE JULY 31, 2018 WORKSHOP</u>			
This item was heard by City Council at their July 31, 2018 Workshop. There were no changes suggested to this item.			
<u>ORIGINAL BACKGROUND FROM THE JULY 31, 2018 WORKSHOP</u>			
Three new raw water wells for Water Treatment Plant 2 are currently under design as part of the Southern Wellfield Equip 3 Wells & Raw Water Main, Phase 3 project. The wells are located off of the FPL easement between Seminole Woods and Sesame Boulevard. The wells need to be drilled and developed before the engineer can complete the design. The drilling contractor needs temporary access to the wells through the FPL easement. City staff will request another permanent FPL easement before the project is under construction.			
Staff requests approval of the temporary right-of-way consent agreement to FPL as necessary for drilling the raw water wells LW-83 and LW-84.			
Recommended Action :			
Adopt Resolution 2018-XX granting a temporary right-of-way agreement to Florida Power and Light as required for the Southern Wellfield Equip 3 Wells & Raw Water Main, Phase 3 project.			

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

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

Approved as to form and legality:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The parties have executed this Agreement this _____ day of _____, 20__.

Witnesses:

COMPANY:

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

Signature:
Print Name: _____

By: _____
Its: _____
Print Name: _____

Signature:
Print Name: _____

Witnesses:

LICENSEE: CITY OF PALM COAST

Signature:
Print Name: _____

By: _____
Its: _____
Print Name: _____

Signature:
Print Name: _____

(Corporate Seal)

Exhibit "A"

Legal Description

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

EXHIBIT "B"

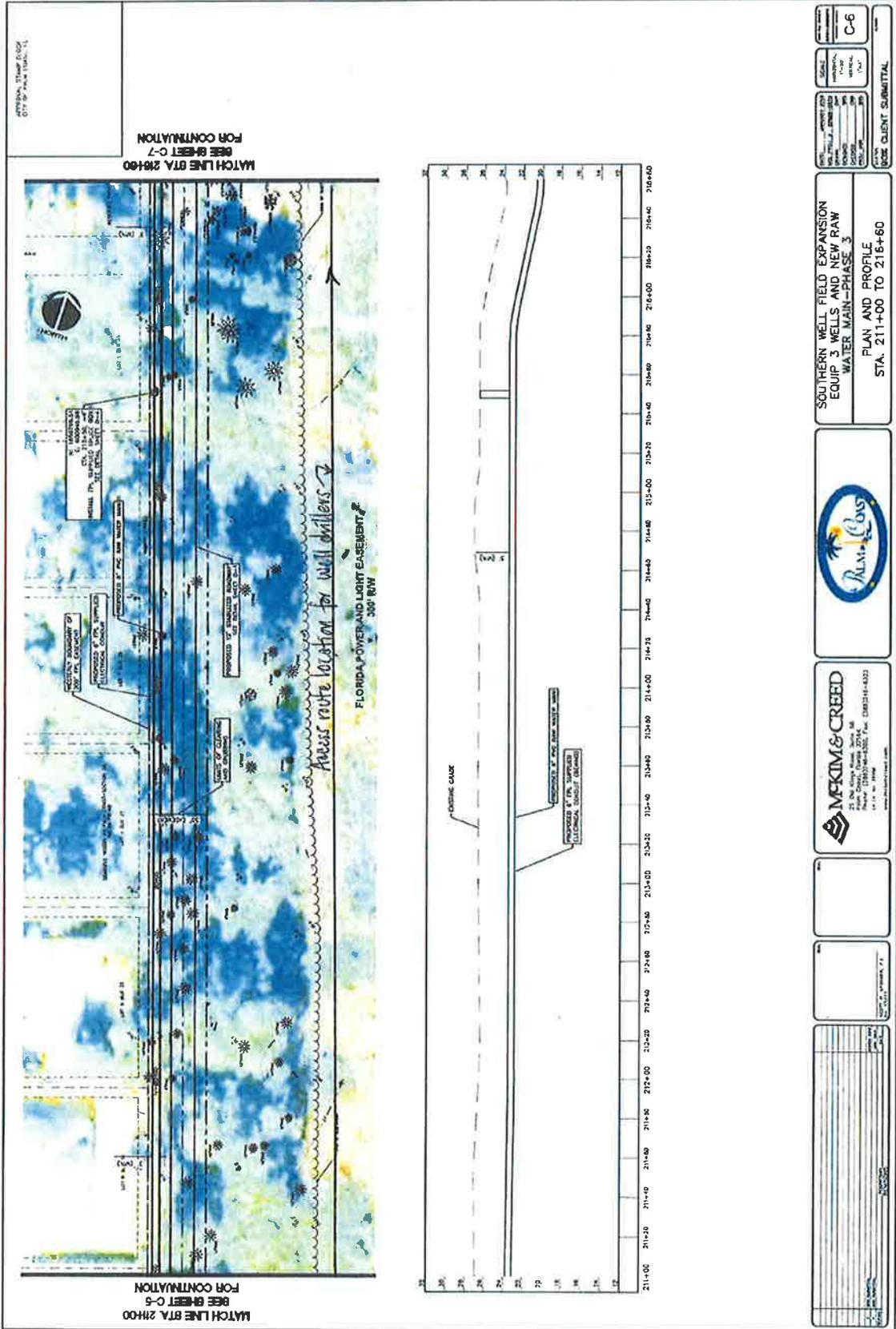




EXHIBIT "C"

NOTIFICATION OF FPL FACILITIES

Customer/Agency _____
 Developer/Contractor Name _____
 Location of Project _____
 FPL Representative _____
 Developer/Contractor Representative _____

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

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

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

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

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

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

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

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

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

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

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

 Address

 FPL Representative Signature

 Date

 Customer/Developer/Contractor Representative Signature

 Date

City of Palm Coast, Florida Agenda Item

Agenda Date : 08/07/2018

Department	CITY CLERK	Amount
Item Key	3910	Account
		#
Subject	RESOLUTION 2018-XX APPROVING A REAL ESTATE EXCHANGE AGREEMENT WITH PALM WAGAS IV, LLC FOR RIGHT-OF-WAY ALONG BULLDOG DRIVE	
Background :		
<u>UPDATE FROM THE JULY 31, 2018 WORKSHOP</u>		
This item was heard by City Council at their July 31, 2018 Workshop. There were no changes suggested to this item.		
<u>ORIGINAL BACKGROUND FROM THE JULY 31, 2018 WORKSHOP</u>		
<p>On March 20, 2018, the City Council approved a rezoning for the Palm Town Center MPD (Ordinance No. 2018-8), which was a proposed 9.09+/-acre commercial project located in the NE corner of SR 100 and Bulldog Drive. Attached to the MPD development agreement was Exhibit "C" – Phase 1 Preliminary Site Plan for a 6,119 sq. ft. Wawa convenience store with gas pumps. The convenience store was located on a very tight site with Bulldog Drive located along its west boundary and Midway Drive located along its east boundary. The City Council also approved on March 20, 2018 (Resolution 2018-37) for the partial vacation of Midway Drive, which transferred the westerly 24 feet of this right-of-way to the adjacent property owner, Palm Wagas IV, LLC.</p> <p>After approval of the Palm Town Center MPD, Palm Wagas IV, LLC the owner of Phase 1 of this MPD applied for a Technical Site Plan with engineering details for the convenience store site. This drawing included improvements to Midway Drive. Since the proposed pavement for Midway Drive was increased in elevation over the existing unimproved roadway the applicant's engineer was unable to provide new driveways for the owners of the five lots along the east side of Midway Drive without a temporary construction easement along the westerly fifteen feet of those lots. This easement would have allowed the driveways to be designed and constructed by Palm Wagas IV, LLC at a slope that would meet City development standards. However, the neighboring property owners were uncooperative in providing those temporary easements across the westerly portion of their lots.</p> <p><u>Analysis:</u> Community Development staff has worked with the applicant in coming up with an alternative plan so the convenience store can still be constructed without negatively impacting the neighboring properties. This involves moving the improvements for the convenience store and the Midway Drive roadway pavement about 15 to 20 feet to the west. This would allow the driveways serving the neighbors to the east to be constructed at a gradual drop in grade within the Midway Drive right-of-way and meet City development standards.</p> <p>To accomplish this relocation of the planned improvements, Palm Wagas IV, LLC proposes to transfer approximately 6,468 square feet of land adjacent to the Midway Drive to the City with the City giving approximately 7,366 square feet of excess right-of-way along Bulldog Drive to Palm Wagas IV, LLC. Palm Wagas IV, LLC has additionally agreed to construct an additional</p>		

260 feet of sidewalk along the east side of Bulldog Drive in addition to widening the previously agreed to 1250 feet of sidewalk from 6 feet to 8 feet.

Recommended Action :

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

RESOLUTION 2018-____
LAND EXCHANGE WITH PALM WAGAS IV, LLC

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

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

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

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

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

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

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

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

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

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

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

CITY OF PALM COAST, FLORIDA

Milissa Holland, Mayor

ATTEST:

Virginia A. Smith, City Clerk

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

Approved as to form and legality

William E. Reischmann, City Attorney

REAL ESTATE EXCHANGE AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Access, Investigations and Inspections.

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

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

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

9. Provisions Regarding Closing.

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

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

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

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

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

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

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

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

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

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

K. Conditions to Closing.

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

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

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

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

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

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

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

To Palm Wagas: Palm Wagas IV, LLC
Attn: _____

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

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

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

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

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

- 29. WAIVER OF TRIAL BY JURY.** THE PARTIES HEREBY MUTUALLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY REGARDING ANY LITIGATION BASED OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED TO BE DELIVERED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY ENTERING INTO THIS AGREEMENT.
- 30. Contracts.** Each Party represents that there are no leases, rights of first refusal, options or contracts, oral or written, in existence pertaining to their respective Exchange Property. Neither Party, nor any person authorized to act on its behalf, is a Party to any written, oral or implied contract, agreement,

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

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

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

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

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

(signature)

(print name)

(signature)

(print name)

PALM WAGAS IV, LLC, a Florida limited liability company

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

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

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

By: _____
Charles Whittall, Manager

By: _____
Ronna M. Whittall, Manager

Date: _____

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

CITY OF PALM COAST, FLORIDA

(print name)

By: _____
Jim Landon, City Manager

(print name)

ATTEST:

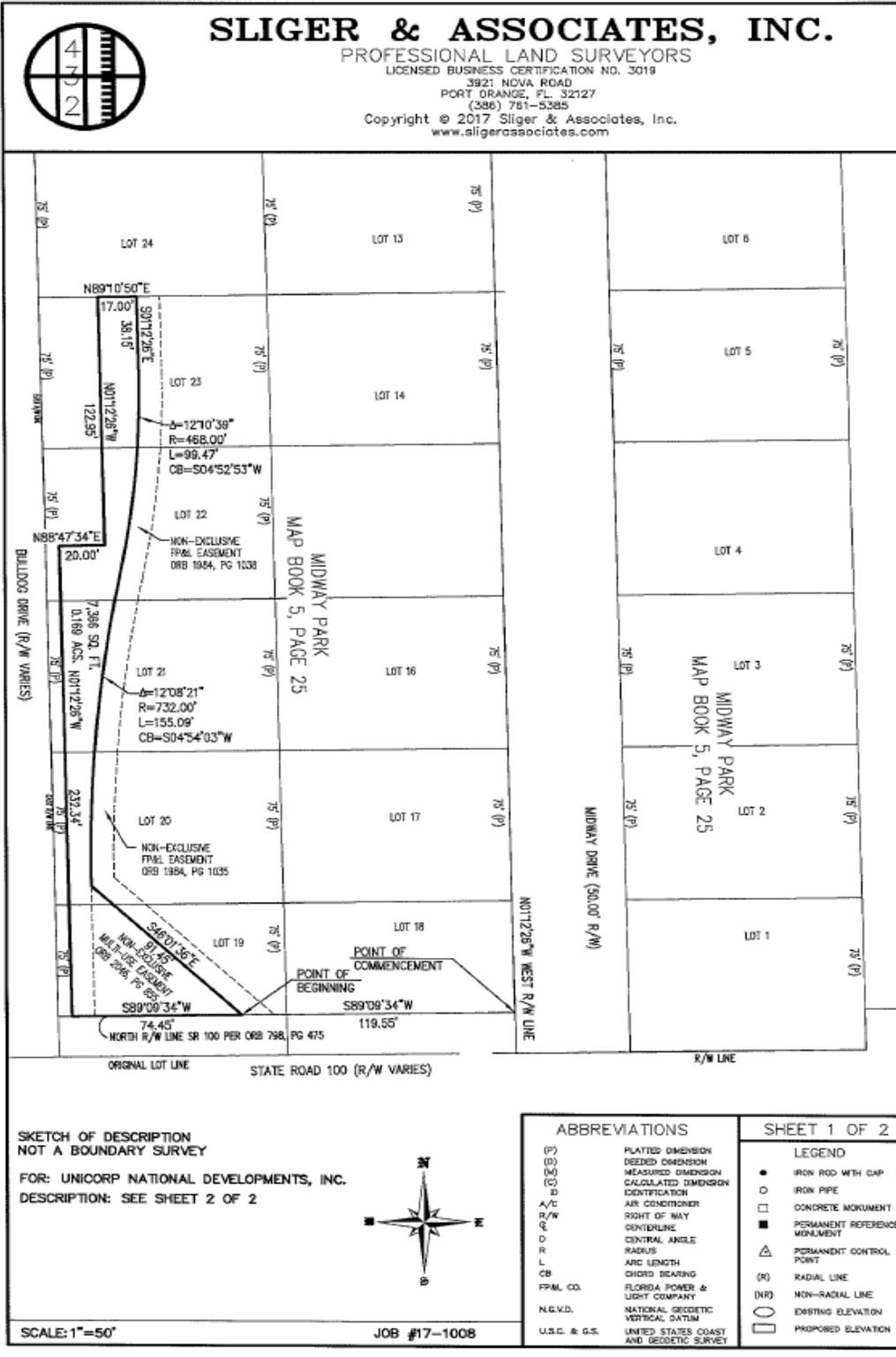
By: _____
Virginia A. Smith, City Clerk

Date: _____

DRAFT

EXHIBIT "1"

[CITY EXCHANGE PROPERTY]





SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385

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www.sligerassociates.com

SURVEYORS NOTES

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

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

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

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

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

REFERENCE: PALM COAST WAWA

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

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

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

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

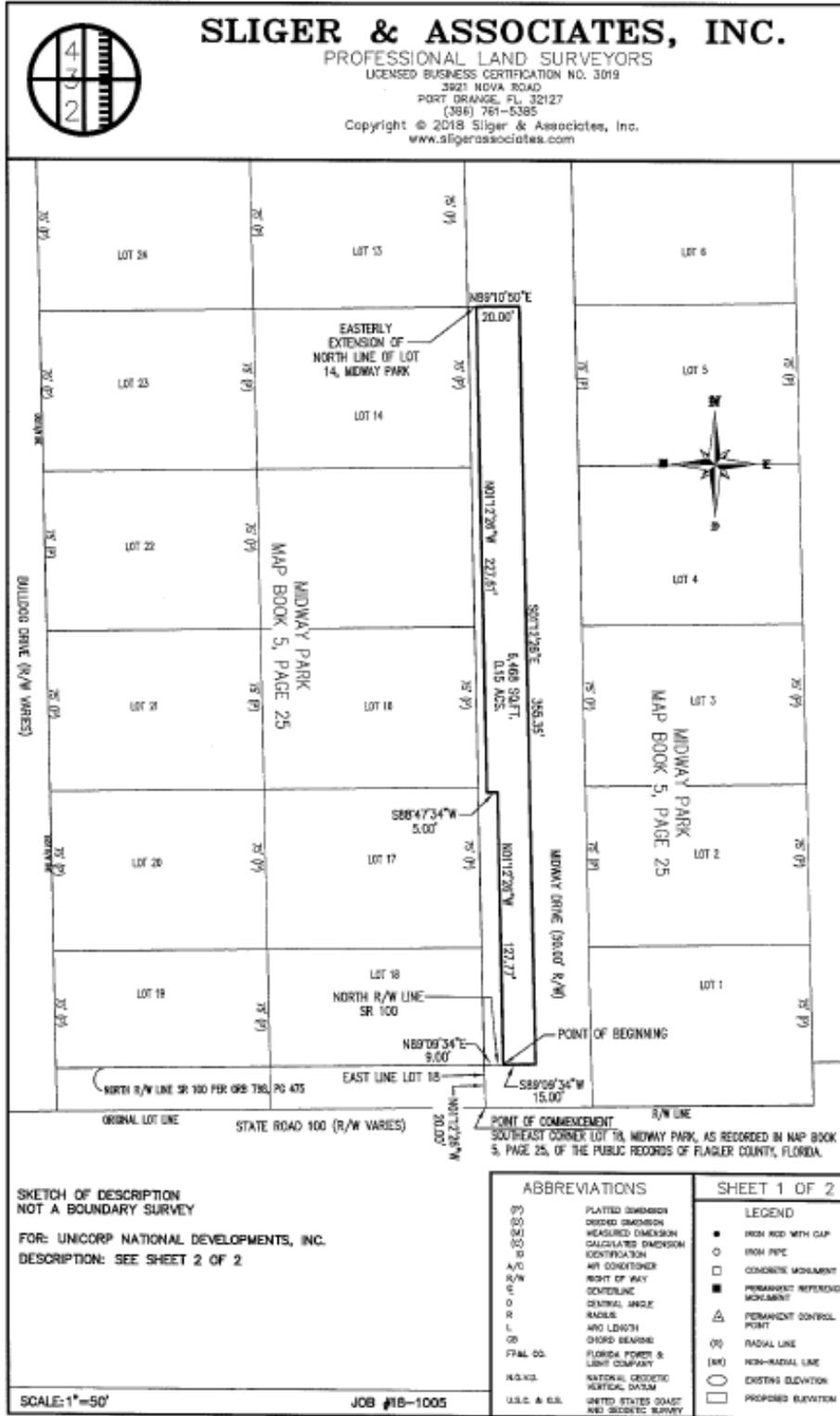
I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Zapert

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

EXHIBIT "2"

PALM WAGAS EXCHANGE PROPERTY





SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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

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www.sligerassociates.com

SURVEYORS NOTES

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

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

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

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

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

REFERENCE: PALM COAST WAVA

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

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

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR UNICORP NATIONAL DEVELOPMENTS, INC.						I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 53-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. Joseph E. Zapert J.E. ZAPERT, P.L.S. NO. 4048 STEVEN T. KRUGER, P.L.S. NO. 4722 C.O. VAN KLEECK JR., P.S.M. NO. 8149 MICHAEL S. MURPHY, P.S.M. NO. 8208
SKETCH OF DESCRIPTION	DATE	JOB NO.	P.C.	DRW.	CHECKED BY	
BOUNDARY SURVEY	7-12-2018	18-1005		CH	JZ	
TOPOGRAPHIC SURVEY						
FOUNDATION LOCATED						
FINAL IMPROVEMENTS						
REIDENTIFICATION						
PROPOSED HOUSE LOCATION						

EXHIBIT "3"

[CITY EXCHANGE PROPERTY FORM QUIT CLAIM DEED]

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

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

Parcel No.

QUIT-CLAIM DEED

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

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

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

Said property is being sold "as is".

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

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

[signature page to follow]

WITNESSES:

CITY OF PALM COAST, FLORIDA,
a Florida municipal corporation

(signature)

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

(print name)

Attest:

(signature)

By: _____
Virginia A. Smith, City Clerk

(print name)

Date: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF FLAGLER

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

Notary Public
Print Name: _____
My Commission expires:



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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

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www.sligerassociates.com

SURVEYORS NOTES

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

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

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

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

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

REFERENCE: PALM COAST WAWA

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

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

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

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

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

Joseph E. Zapert
License No. 6046
Exp. 07/31/2020

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

EXHIBIT "4"

[PALM WAGAS EXCHANGE PROPERTY FORM QUIT CLAIM DEED]

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

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

Parcel No.

QUIT-CLAIM DEED

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

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

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

Said property is being sold "as is".

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

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

[signature page to follow]

WITNESSES:

PALM WAGAS IV, LLC, a Florida limited liability company

(signature)

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

(print name)

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

(signature)

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

(print name)

By: *[NOT FOR EXECUTION]*

Charles Whittall, Manager

By: _____
Ronna M. Whittall, Manager

STATE OF FLORIDA
COUNTY OF ORANGE

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

Notary Public
Print Name: _____
My Commission expires:

STATE OF FLORIDA
COUNTY OF ORANGE

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

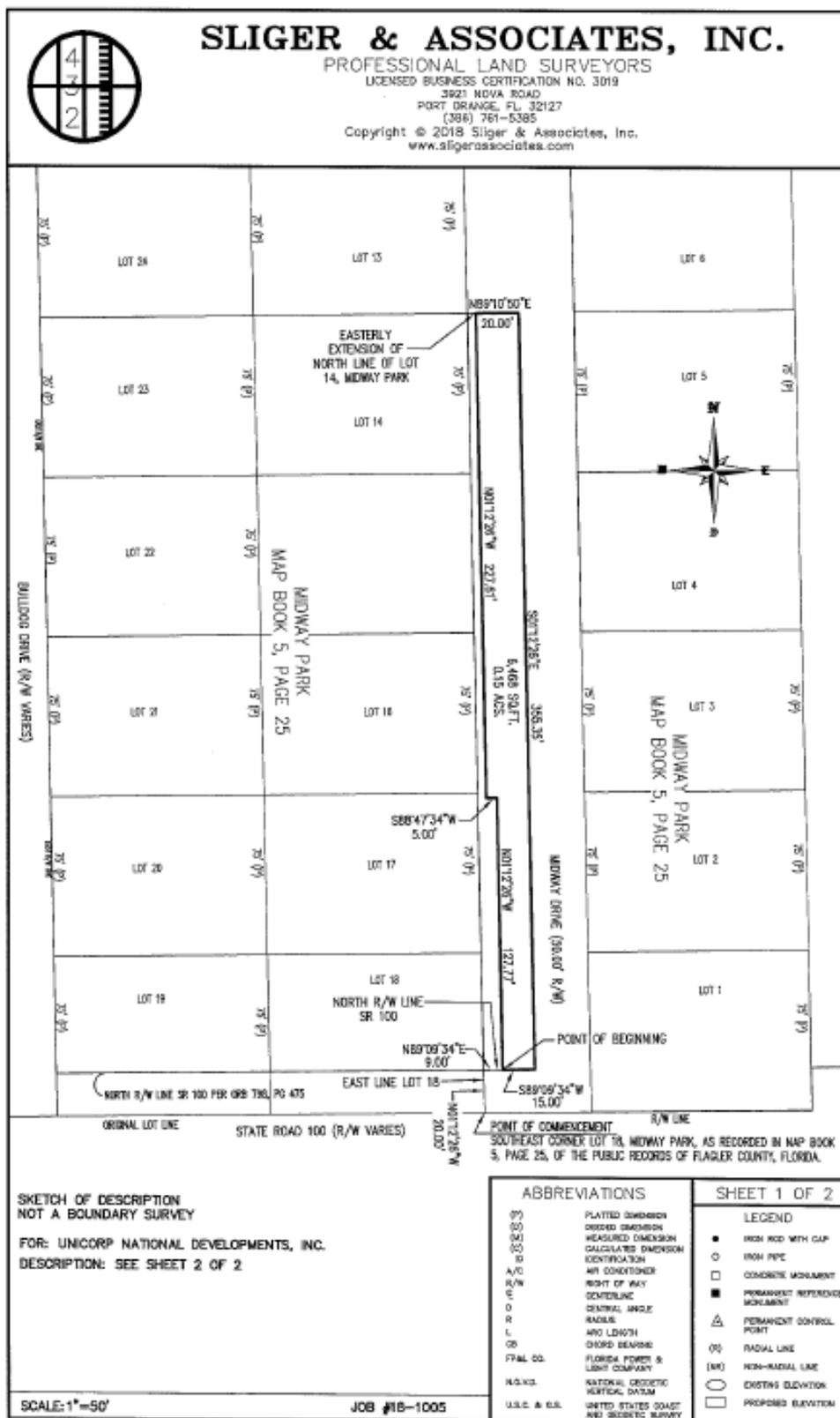
Notary Public

Print Name: _____

My Commission expires:

DRAFT

EXHIBIT "A"





SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL. 32127

(386) 761-5388

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SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE EAST R/W LINE OF MIDWAY DRIVE BEING N1°12'28"W
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

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

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

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

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

REFERENCE: PALM COAST WAVA

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

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

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR UNICORP NATIONAL DEVELOPMENTS, INC.						I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. Joseph E. Zapert J.E. ZAPERT, P.L.S. NO. 4048 STEVEN T. KRUGER, P.L.S. NO. 4722 C.O. VAN KLEECK JR., P.S.M. NO. 8149 MICHAEL S. MURPHY, P.S.M. NO. 5208
SKETCH OF DESCRIPTION	DATE	JOB NO.	P.C.	DRW.	CHECKED BY	
BOUNDARY SURVEY	7-12-2018	18-1005		DH	JZ	
TOPOGRAPHIC SURVEY						
FOUNDATION LOCATED						
FINAL IMPROVEMENTS						
REGISTRATION						
PROPOSED HOUSE LOCATION						

EXHIBIT “5”

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

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

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

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

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

	Name	Address
a)		
b)		
c)		

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

[SIGNATURE ON FOLLOWING PAGE]

WITNESSES:

PALM WAGAS IV, LLC, a Florida limited liability company

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

(print)

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

(print)

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

By: _____
Charles Whittall, Manager

By: _____
Ronna M. Whittall, Manager

STATE OF FLORIDA
COUNTY OF ORANGE

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

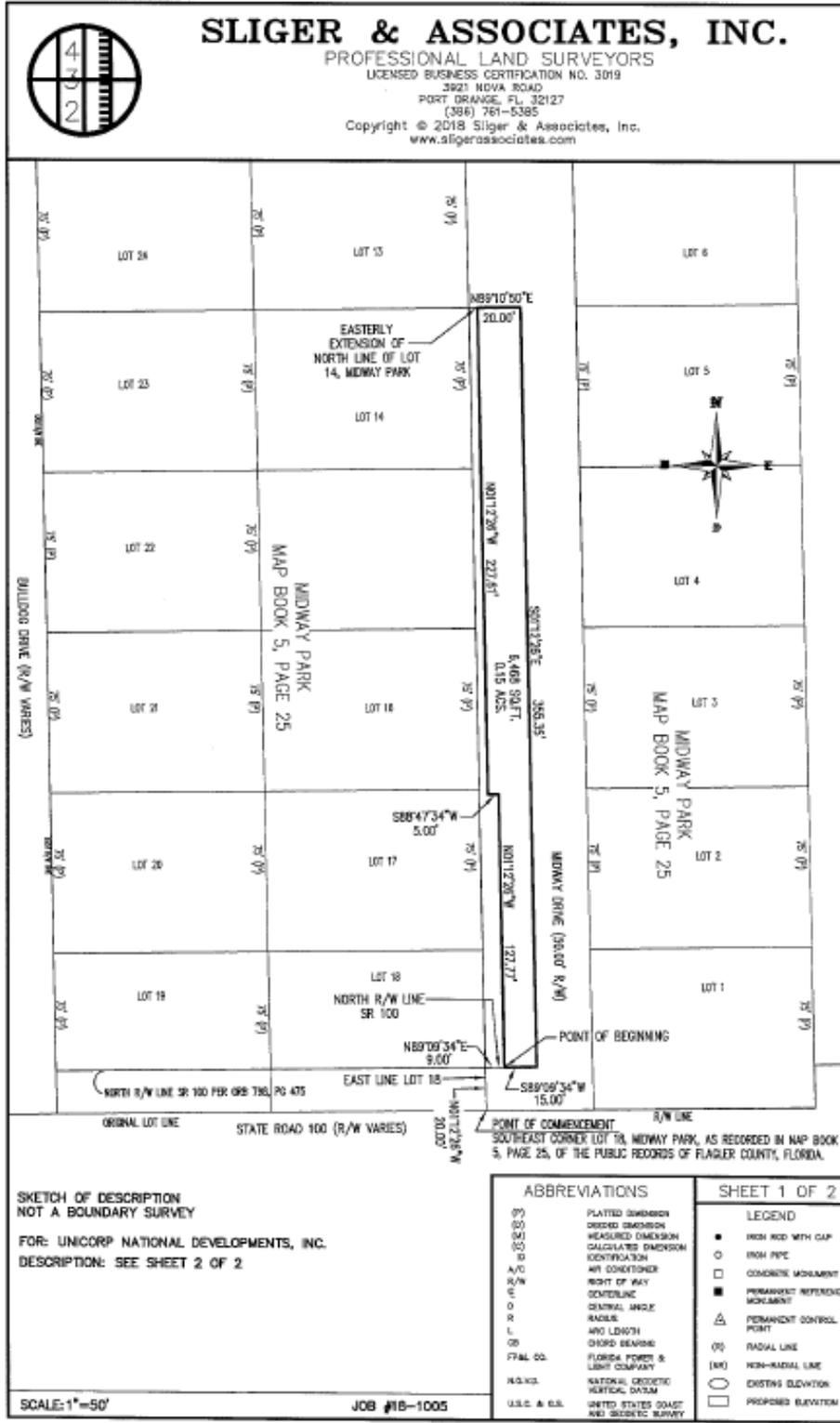
Print Name: _____
Notary Public

STATE OF FLORIDA
COUNTY OF ORANGE

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

Print Name: _____
Notary Public

EXHIBIT 5-1
[PROPERTY DESCRIPTION]





SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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

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www.sligerassociates.com

SURVEYORS NOTES

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

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

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

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

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

REFERENCE: PALM COAST WAVA

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

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

SHEET 2 OF 2 VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

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

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

Joseph E. Zapert
 J.E. ZAPERT, P.L.S. NO. 4548
 STEVEN T. KRUGER, P.L.S. NO. 4722
 C.D. VAN KLEECK JR., P.S.M. NO. 6149
 MICHAEL S. MURPHY, P.S.M. NO. 6208

EXHIBIT "6"
[CDD EASEMENT]

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

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

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

NON-EXCLUSIVE EASEMENT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

Hendrix L. Fannith
Hendrix L. Fannith
(print)

Barbara Pedline
BARBARA PEDLINE
(print)

GRANTOR:

CITY OF PALM COAST

By: *Jim Landon*
Jim Landon, City Manager 1/24/15

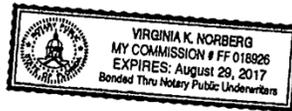
ATTEST:

Virginia K. Norberg
City Clerk

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 16th day of January, 2015, by Jim Landon, City Manager of the City of Palm Coast, Florida, who is personally known to me.

Virginia K. Norberg
Notary Public - State of Florida
Print Name: _____
My Commission expires: _____



WITNESSES:

Eileen L. Linehan
EILEEN L. LINEHAN
(print)

Danielle M. Ferguson
Danielle M. Ferguson
(print)

GRANTEE

Town Center at Palm Coast Community
Development District

By: David Root

Print name: David Root

Title: Chairman

Address: 145 City Place, Suite 300
Palm Coast, Florida 32164

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 20th day of January, 2015, by David Root the Chairman of the Town Center at Palm Coast Community Development District (check one) who is personally known to me or who produced n/a as identification.

Danielle M. Ferguson
Notary Public - State of Florida
Print Name: _____
My Commission expires: _____

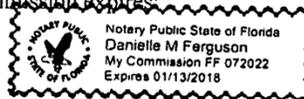
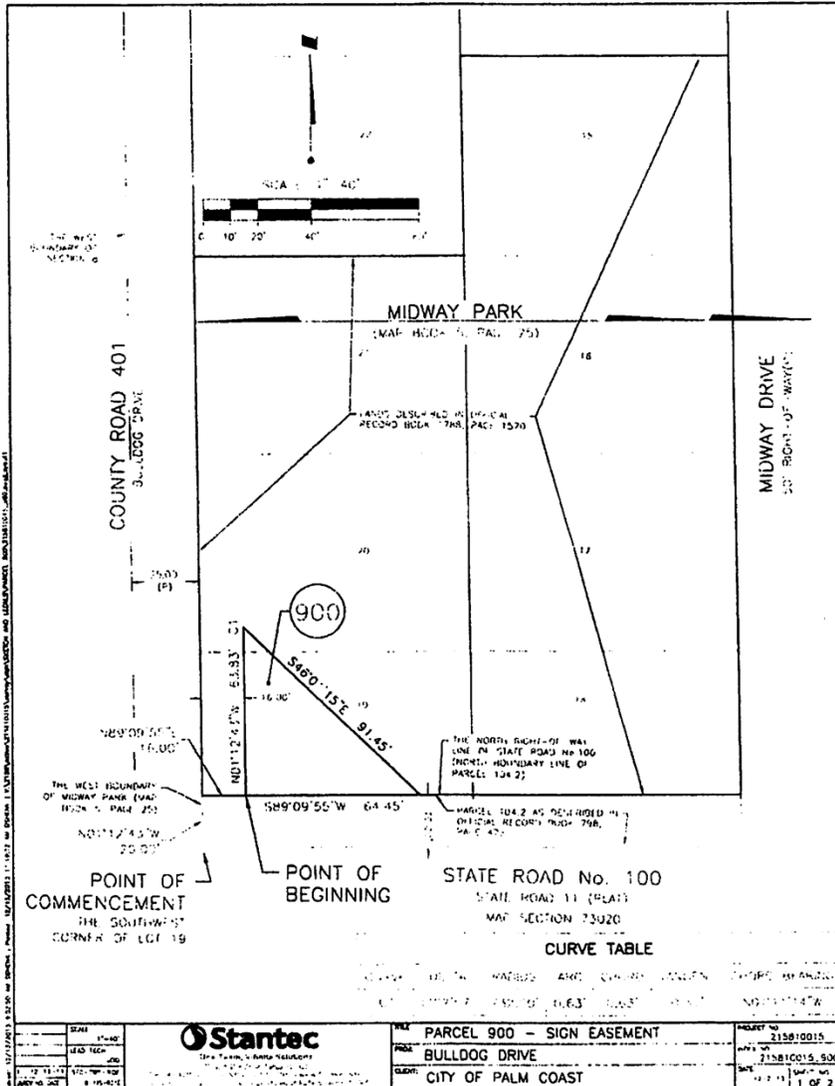


EXHIBIT "B"
EASEMENT AREA



PARCEL 900 - SIGN EASEMENT

A PARCEL OF LAND BEING A PORTION OF LOTS 19 AND 20, MIDWAY PARK ACCORDING TO THE MAP OR PLAN THEREOF RECORDED MAP PLAT BOOK 5, PAGE 25 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING FURTHER DESCRIBED AS FOLLOWS.

COMMENCE AT THE SOUTHWEST CORNER OF LOT 19, MIDWAY PARK ACCORDING TO THE MAP OR PLAN THEREOF RECORDED IN MAP BOOK 5, PAGE 25 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND RUN THENCE N01°12'43"W ALONG THE WEST BOUNDARY LINE OF SAID MIDWAY PARK, A DISTANCE OF 20.00 FEET TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY LINE OF PARCEL 104.2 AS DESCRIBED IN OFFICIAL RECORD BOOK 798, PAGE 475 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID WEST BOUNDARY LINE, N89°09'55"E, 16.00 FEET TO THE POINT OF BEGINNING; THENCE N01°12'43"W ALONG A LINE BEING 16.00 FEET EAST OF AND PARALLEL WITH THE WEST BOUNDARY OF SAID LOT 19, A DISTANCE OF 63.83 FEET TO A POINT OF CURVATURE; THENCE 0.63 FOOT ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 00°02'57", SAID CURVE HAVING A RADIUS OF 739.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS N01°11'14"W, 0.63 FOOT; THENCE S46°01'15"E, 91.45 FEET TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY LINE OF AFOREMENTIONED PARCEL 104.2; THENCE ALONG SAID NORTH BOUNDARY LINE, S89°09'55"W, 64.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.048 ACRE (2,077 SQUARE FEET), MORE OR LESS

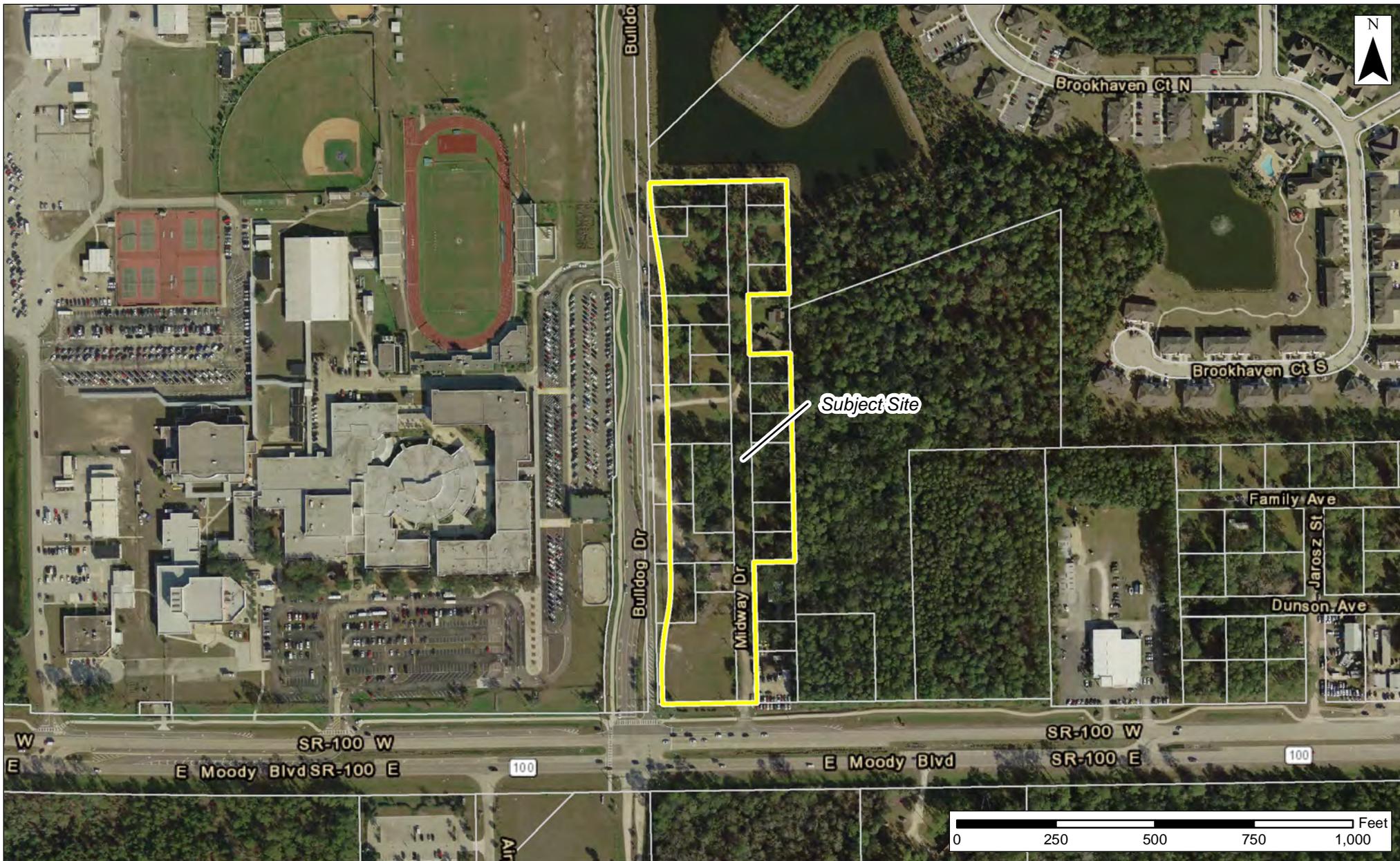
NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY OR OWNERSHIP OTHER THAN THOSE INDICATED HEREON WERE PROVIDED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER INDICATED BELOW, THIS DOCUMENT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. BLAKINGS ARE BASED ON THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, HAVING AN ASSUMED BEARING OF N.01°12'43"W, BETWEEN A FOUND NAIL AND DISK, WITH NO IDENTIFICATION, AT THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 AND A FOUND NAIL AND DISK STAMPED LB2232 MARKING THE SOUTH END OF CURVE C18 AND LYING ON SAID EAST BOUNDARY, AS SHOWN ON SHEET 3 OF THE PLAT OF TOWN CENTER PHASE 2, AS RECORDED IN MAP BOOK 35, PAGE 63 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

STANTEC CONSULTING SERVICES, INC.
 CERTIFICATE OF AUTHORIZATION No. L.B.7866

J. Darin O'Neal
 JAMES DARIN O'NEAL, PSV
 FLORIDA LICENSE No. L.S.5926

SCALE	N/A	<p>One Team. Infinite Solutions</p> <p>200 West 10th Street, Suite 1000 3000 West 10th Street, Suite 1000 Denver, Colorado 80202-3173 Phone: 303.733.1200 Fax: 303.733.1201 Email: info@stantec.com www.stantec.com</p>	TITLE	PARCEL 900 - SIGN EASEMENT	PROJECT NO.	215810015
DATE	12-12-13		CLIENT	BULLDOG DRIVE CITY OF PALM COAST	SHEET NO.	215810015_000



Large Scale Location Map

- Subject Site
- Parcel Boundaries



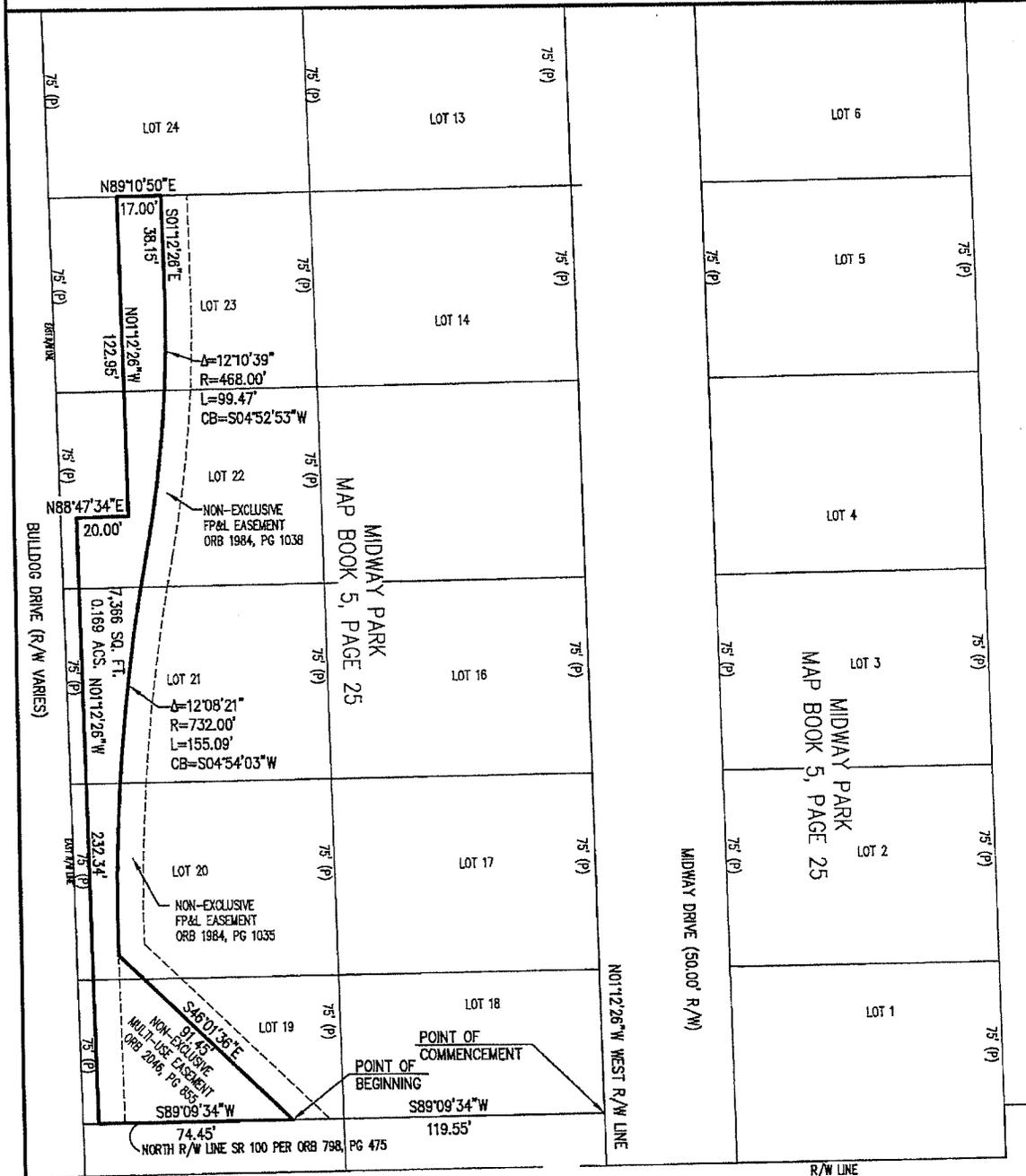
Map Provided by the GIS Division

Date: 1/24/2018



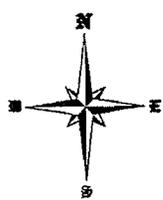
SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
 LICENSED BUSINESS CERTIFICATION NO. 3019
 3921 NOVA ROAD
 PORT ORANGE, FL 32127
 (386) 761-5385
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 www.sligerassociates.com



SKETCH OF DESCRIPTION
 NOT A BOUNDARY SURVEY

FOR: UNICORP NATIONAL DEVELOPMENTS, INC.
 DESCRIPTION: SEE SHEET 2 OF 2

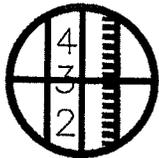


SCALE: 1"=50'

JOB #17-1008

ABBREVIATIONS	
(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
C/L	CENTERLINE
∠	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2	
LEGEND	
●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385

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www.sligerassociates.com

SURVEYORS NOTES

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2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE WEST R/W LINE OF MIDWAY DRIVE BEING N01°12'26"W
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.A.V.D. OF 1988, PER BENCHMARK R-491 HAVING A PUBLISHED ELEVATION OF 24.01 FEET.
6. THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE X, THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. COMMUNITY PANEL 12035C0230D MAP REVISED JULY 17, 2006, APPROXIMATE SCALE 1"=1000 FEET.
7. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

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

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

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

TOTAL AREA OF DESCRIBED PARCELS CONTAINING 7,366 SQUARE FEET OR 0.169 ACRES, MORE OR LESS.

REFERENCE: PALM COAST WAWA

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

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

SHEET 2 OF 2

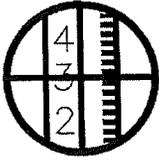
VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

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

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

Digitally signed by Joseph E Zapert
Date: 2018.07.18 15:23:02 -0400

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



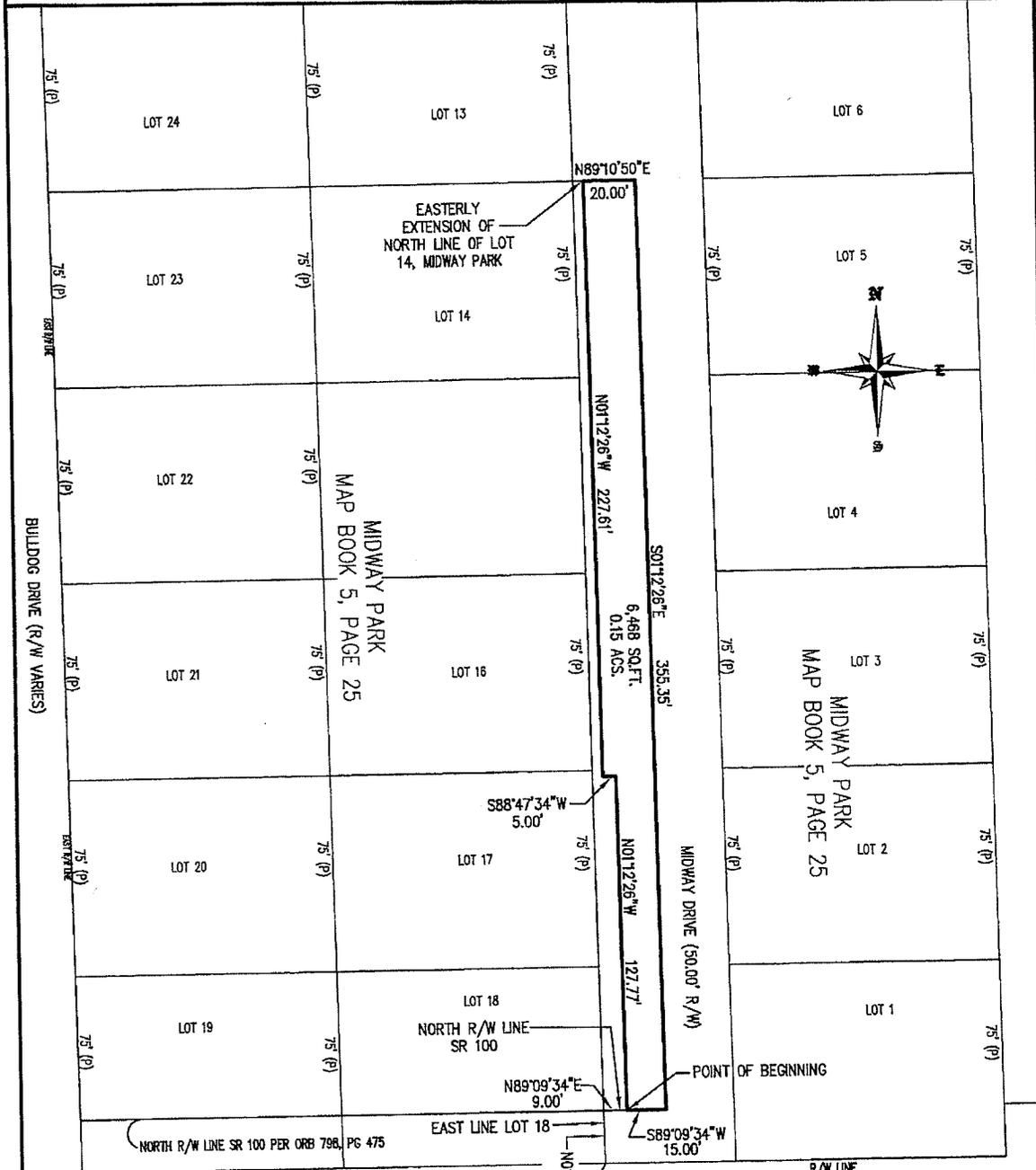
SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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

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SKETCH OF DESCRIPTION
NOT A BOUNDARY SURVEY

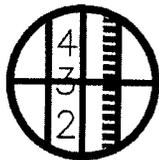
FOR: UNICORP NATIONAL DEVELOPMENTS, INC.
DESCRIPTION: SEE SHEET 2 OF 2

SCALE: 1"=50'

JOB #18-1005

ABBREVIATIONS	
(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
C	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2	
LEGEND	
●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



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SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE EAST R/W LINE OF MIDWAY DRIVE BEING N1°12'26"W
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

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

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

COMMENCE AT THE SOUTHEAST CORNER OF LOT 18, SAID MIDWAY PARK; THENCE RUN N01°12'26"W ALONG THE EAST LINE OF SAID LOT 18, A DISTANCE OF 20.00 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD 100 AS DESCRIBED IN OFFICIAL RECORDS BOOK 798, PAGE 475, SAID PUBLIC RECORDS; THENCE N89°09'34"E ALONG SAID NORTH RIGHT OF WAY LINE, 9.00 FEET TO THE POINT OF BEGINNING; THENCE DEPART SAID NORTH RIGHT OF WAY LINE N01°12'26"W, 127.77 FEET; THENCE S88°47'34"W, 5.00 FEET; THENCE N01°12'26"W, 227.81 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 14, SAID MIDWAY PARK; THENCE N89°10'50"E ALONG SAID EASTERLY EXTENSION, 20.00 FEET; THENCE S01°12'26"E, 355.35 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD 100; THENCE S89°09'34"W ALONG SAID NORTH RIGHT OF WAY LINE, 15.00 FEET TO THE POINT OF BEGINNING.

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

REFERENCE: PALM COAST WAWA

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

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

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: UNICORP NATIONAL DEVELOPMENTS, INC.

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

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

Digitally signed by Joseph E Zapert
Date: 2018.07.12 13:30:57 -0400

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

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

PHASE I

SITE DATA:

SITE AREA:	2.95 ACRES
ZONING:	MPD
BUILDING AREA	6,119 SF
MAXIMUM BUILDING HEIGHT	45 FT
PROPOSED BUILDING HEIGHT	33 FT 4 IN
MAXIMUM ALLOWABLE F.A.R.	0.40
PROPOSED F.A.R.	0.07
MAXIMUM I.S.R.	0.70
PROPOSED I.S.R.	0.60

BUILDING SETBACKS REQUIRED/PROVIDED

	REQUIRED	PROVIDED
FRONT (SR100):	25 FT	173 FT
STREET SIDE (BULLDOG RD.):	25 FT	78 FT
REAR (NORTH):	10 FT	112 FT
INTERIOR SIDE (EAST):	10 FT	16 FT
CANOPY (EAST):	20 FT	6 FT
CANOPY (SOUTH):	20 FT	56 FT

REQUIRED PARKING*:

1SP/200 SF BUILDING (6,119 SF):	31 SPACES
1SP/2 SEATS FOR FOOD PATRONS (26 SEATS):	13 SPACES
TOTAL SPACES REQUIRED:	44 SPACES

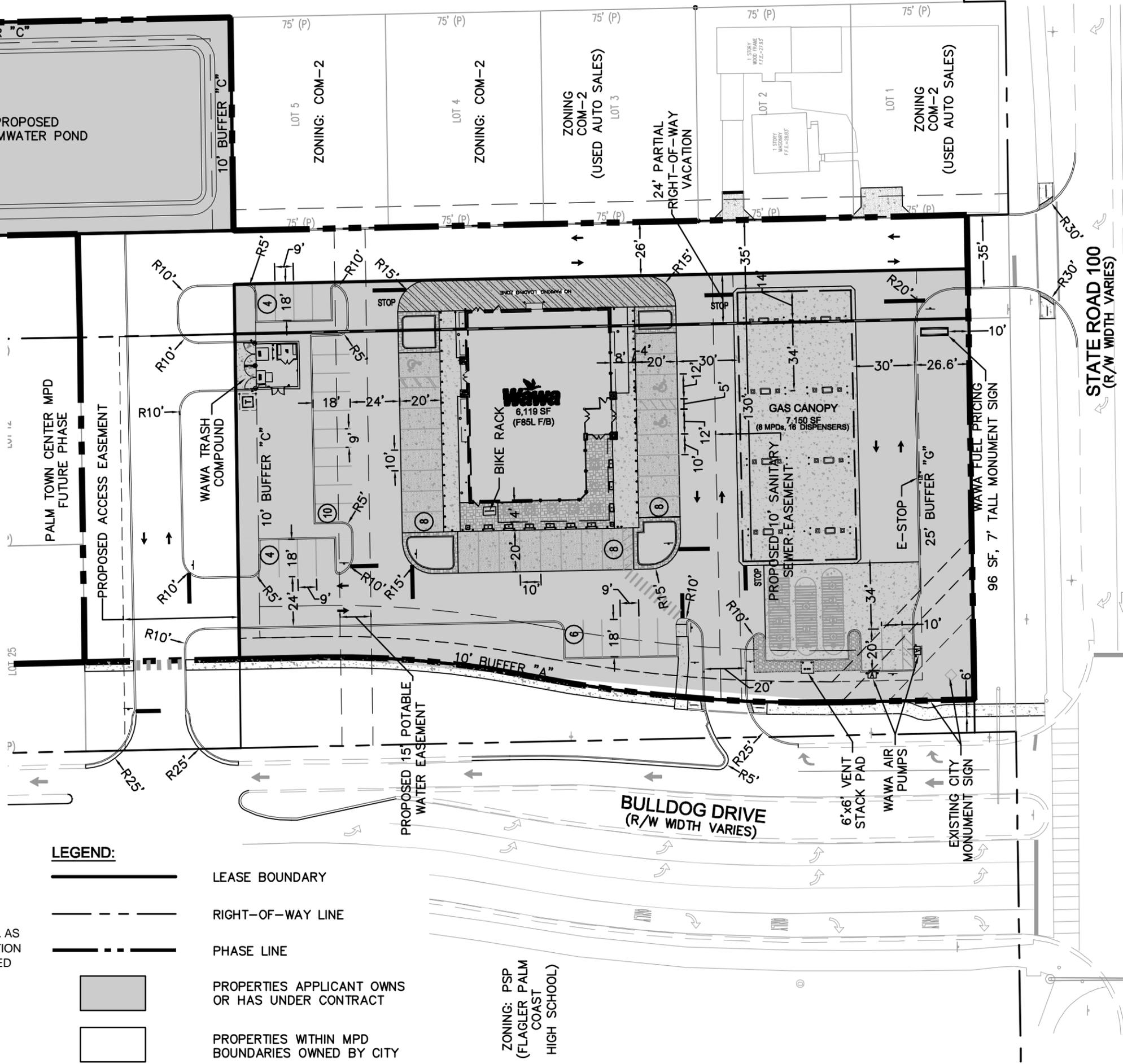
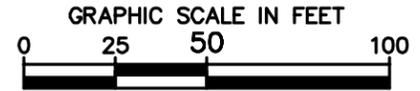
*PROVIDED PARKING SHALL NOT EXCEED 120% OF REQUIRED PARKING

PROVIDED PARKING:

STANDARD SPACES (10'x20'):	23 SPACES
STANDARD SPACES (9'x18'):	24 SPACES
ADA SPACES (12'x20'):	3 SPACES
TOTAL SPACES PROVIDED	50 SPACES

NOTE:

1. THIS IS A PRELIMINARY SITE PLAN FOR ILLUSTRATIVE PURPOSES ONLY. AS SUCH, IT IS SUBJECT TO REGULATORY REVIEW AND PERMIT CONSIDERATION DURING THE TECHNICAL SITE PLAN STAGE AND WILL NEED TO BE UPDATED ACCORDINGLY.



LEGEND:

- LEASE BOUNDARY
- RIGHT-OF-WAY LINE
- PHASE LINE
- PROPERTIES APPLICANT OWNS OR HAS UNDER CONTRACT
- PROPERTIES WITHIN MPD BOUNDARIES OWNED BY CITY

ZONING: PSP
 (FLAGLER PALM COAST HIGH SCHOOL)



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 189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801
 PHONE: 407-898-1511
 WWW.KIMLEY-HORN.COM CA 0000696

EXHIBIT "C"
PHASE I PRELIMINARY
SITE PLAN

PALM TOWN CENTER MPD
SR 100 & BULLDOG DRIVE
 CITY OF PALM COAST FLORIDA

City of Palm Coast, Florida Agenda Item

Agenda Date: 08/072018

Department	PLANNING	Amount	
Item Key	3911	Account	
		#	
Subject RESOLUTION 2018-XX APPROVING A BULLDOG DRIVERIGHT-OF-WAY MAINTENANCE MAP AND A REVISED RIGHT-OF-WAY MAP FOR BULLDOG DRIVE			
Background :			
<u>UPDATE FROM THE JULY 31, 2018 WORKSHOP</u>			
This item was heard by City Council at their July 31, 2018 Workshop. There were no changes suggested to this item.			
<u>ORIGINAL BACKGROUND FROM THE JULY 31, 2018 WORKSHOP</u>			
The ultimate configuration of the Bulldog Drive Improvement project will consist of a 4-lane roadway that will continue north and connect to the recently constructed Central Avenue in Town Center. The 4-lane urban typical roadway section will have four (4) 12-foot through lanes (two in each direction) separated by a landscaped median, a 10-foot concrete multi-use pathway on the west side, a 6-foot sidewalk on the east side and curb and gutter. The initial phase that was constructed addressed the immediate needs of the project associated with traffic safety and stormwater issues that will consist of the construction of an interim 2-lane reconstruction of Bulldog Drive with a northbound left turn lane into the high school with ultimate improvements at the signalized intersection of SR 100 & Bulldog Drive.			
The Preliminary Engineering Report dated November 14, 2008 identified additional Right-of-Way necessary for the Bulldog Drive Improvement Project. The City entered into an interlocal agreement with the Flagler County School District recorded June 9, 2010 identifies school district lands to be deeded to the City for the Bulldog Drive Improvement project. In addition there is additional Right-of-Way needed along the eastern edge of Bulldog Drive to be deeded to the City. City Council approved a Right-of-Way Map on December 20, 2013 to address the property needed for the construction of the initial phase. The City has since acquired the remaining property along the east side of Bulldog Drive. City Council approved a Bulldog Drive Right-of-Way Map in March of 2018.			
This item is to approve a maintenance map for Bulldog Drive. During the preparation of the Right-of-Way map it was discovered that the Plats for the Town Center Phase 3-Brookhaven at Town Center did not clearly identify a portion of property to be R/W for Bulldog Drive. To clarify this item the City had a Bulldog Drive Right-of-Way Maintenance Map prepared showing lands which have been maintained and reciting that the roads and associated rights-of-way have vested in the City of Palm Coast.			
In addition, this item is to approve a revised Bulldog Dog Drive Right-of-Way Map. After approval of the previous revised Right-of-Way Map the City contemplated a land exchange that includes property within the Bulldog Drive Right-of-Way. This item is for City Council to approve a revised Bulldog Drive Right-of-Way Map that removes the portion of land included in the land exchange as well as including the area identified in the Right-of-Way Maintenance Map.			

Recommended Action :

Adopt Resolution 2018-XX approving a Bulldog Drive ROW Maintenance Map and a Bulldog Drive ROW Map.

RESOLUTION 2018 - ____
BULLDOG DRIVE
RIGHT OF WAY MAP MAINTENANCE MAP
AND REVISED RIGHT-OF-WAY MAP

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA APPROVING THE BULLDOG DRIVE RIGHT-OF-WAY MAINTENANCE MAP AND THE BULLDOG DRIVE REVISED RIGHT-OF-WAY MAP; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO RECORD SAID MAPS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the ultimate configuration of the Bulldog Drive Improvement Project necessitates the need for additional Right-of-Way; and

WHEREAS, the roads and associated rights-of-way depicted in the attached Maintenance Map, lying in the City of Palm Coast, Florida are public roads which have been in the roadway system for many years; and

WHEREAS, the surface of the roads and associated rights-of-way contained in the Maintenance Maps have been maintained by the City for many years; and

WHEREAS, the roads and associated rights-of-way as depicted in the attached Maintenance map have vested in the City of Palm Coast by means of instruments of conveyance and by virtue of continuous and uninterrupted repair, and maintenance; and

WHEREAS, the roads and associated rights-of-way as depicted in the attached Maintenance Map have been maintained and repaired continuously and uninterruptedly by the City of Palm Coast for a time period exceeding seven (7) years; and

WHEREAS, Section 95.361, Florida Statutes, provides for the filing of the map showing lands which have been maintained and reciting that the roads and associated rights-of-way have vested in the City of Palm Coast; and

WHEREAS, the action taken herein is authorized by law and serves public purpose.

WHEREAS, the City Council of the City of Palm Coast desires to adopt and record a right-of-way maintenance map and a revised right-of-way map.

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

SECTION 1. APPROVAL OF MAINTENANCE RIGHT-OF-WAY MAP.

That the City Council hereby approves, confirms, ratifies, and adopts as the official Maintenance Map for Bulldog Drive for the City of Palm Coast as attached hereto and incorporated herein by reference as Exhibit “A”. The above recitals are hereby adopted as findings of fact and conclusions of law as if fully set forth in this operative part of this Resolution. The roads and associated rights-of-ways depicted in said maps shall hereby vest in the City of Palm Coast.

SECTION 2. APPROVAL OF A REVISED RIGHT-OF-WAY MAP. That the City Council of the city of Palm Coast hereby approves the Bulldog Drive revised Right-of-Way map, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 3. AUTHORIZATION TO RECORD. That the City Manager, or designee, is hereby authorized to record the Bulldog Drive Right-of-Way Maintenance Map and the Bulldog Drive revised Right-of-Way map, as attached hereto and incorporated herein by reference as Exhibit “A”.

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

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

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

SECTION 7. EFFECTIVE DATE. This Resolution shall become effective immediately after its adoption by the City Council.

PASSED and ADOPTED at the meeting of the City Council of the City of Palm Coast on the 7th day of August, 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK

Attachments: Exhibit A – Bulldog Drive Maintenance Right-of-Way Map and Bulldog Drive revised Right-of-Way Map

Approved as to form and legality:

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

RIGHT-OF-WAY MAINTENANCE MAP FOR CITY OF PALM COAST AT S.R. 100 AND BULLDOG DRIVE LYING IN SECTION 8-TOWNSHIP 12 SOUTH-RANGE 31 EAST FLAGLER COUNTY, FLORIDA

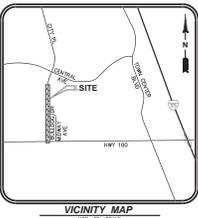


Legal Description:

(AS PREPARED BY SURVEYOR PER THE CLIENT'S REQUEST)
A PORTION OF LAND LYING IN LOT 1, TOWNCENTER PHASE 3 - BROOKHAVEN AT TOWNCENTER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 35, PAGES 90 THROUGH 92, INCLUSIVE OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND LYING IN SECTION 8, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 12 SOUTH, RANGE 31 EAST AND RUN NORTH 01°13'31" WEST ALONG THE WEST LINE OF SAID SECTION 8, FOR A DISTANCE OF 1,372.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SECTION LINE RUN NORTH 01°13'31" WEST, FOR A DISTANCE OF 60.50 FEET TO THE MOST NORTHWESTLY CORNER OF SAID LOT 1; THENCE DEPARTING SAID SECTION LINE RUN NORTH 49°24'56" EAST ALONG THE NORTH LINE OF SAID LOT 1, FOR A DISTANCE OF 10.00 FEET TO A POINT OF BEGINNING; THENCE DEPARTING SAID SECTION LINE WITH THE WEST LINE OF A 12' MULTI-USE EASEMENT; THENCE RUN ALONG SAID WEST LINE OF THE 12' MULTI-USE EASEMENT SOUTH 01°13'31" EAST, FOR A DISTANCE OF 95.34 FEET TO A POINT ON THE NORTH LINE OF LOT 29, MIDWAY PARK, AS RECORDED IN MAP BOOK 5, PAGE 25 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID WEST LINE RUN SOUTH 89°09'27" WEST ALONG THE NORTH LINE AND ELONGATION OF NORTH LINE OF SAID LOT 29, FOR A DISTANCE OF 32.50 FEET TO A POINT ON SAID SECTION LINE ALSO BEING THE POINT OF BEGINNING.

ENCOMPASSING 2,450 SQUARE FEET OR 0.56 ACRE MORE OR LESS.



Line Legend:

---	1 FOOT CONTOURS
---	3 FOOT CONTOURS
---	ADJOINER PROPERTY LINES
---	BARBED WIRE FENCE
---	BROKEN LINE
---	BURIED CABLE
---	BURIED CABLE TELEVISION
---	PAGE
---	BURIED FIBER OPTICS
---	BURIED GAS
---	BURIED RECLAIMED WATER LINE
---	BURIED SANITARY LINES
---	BURIED SANITARY SEWER FORCE MAIN LINE
---	BURIED TELEPHONE LINE
---	BURIED WATER LINES
---	CENTER LINE S/W
---	CHAIN LINK FENCE
---	EASEMENT LINES (EXISTING)
---	EASEMENT LINES (PROPOSED)
---	EDGE OF WATER LINES
---	EXISTING DRAINAGE PIPES
---	EXISTING DRAINAGE PIPES (OUTLAIN NOT LOCATED)
---	FIRE WATER MAIN LINES
---	HOT WATER SUPPLY LINES
---	IRRIGATION LINES
---	OVERHEAD TRAFFIC LINES
---	OVERHEAD UTILITY LINES
---	RAILROAD TRACKS
---	RIGHT-OF-WAY LINES
---	SECTION LINES
---	STONE WALL LINES
---	TOP OF BANK LINES
---	TOE OF SLOPE LINES
---	TREE LINES
---	TRAVERSE LINES
---	UNKNOWN BURRED LINES
---	VINYL FENCE
---	WOOD FENCE
---	WETLAND LINE
---	ORANGE PAINT LINE
---	GREEN PAINT LINE
---	RED PAINT LINE
---	WHITE PAINT LINE
---	WOOD POST FENCE
---	WOOD POWER POLE
---	BLUE PAINT LINE
---	YELLOW PAINT LINE

Symbol Legend:

⊙	AIR RELEASE VALVE	⊙	LIGHT POLE (DUAL)
⊙	BORING HOLE LOCATION	⊙	LIGHT POLE (TRIPLE)
⊙	BROCK PAVERS	⊙	LIGHT POLE (QUAD)
⊙	CABLE TV RISER	⊙	MONITOR WELLS
⊙	CENTRAL ANGLE	⊙	NAIL & DISC (AS NOTED)
⊙	CLEAN OUT	⊙	PARKING SPACES (2)
⊙	CONCRETE	⊙	PULL BOX (AS NOTED)
⊙	CONCRETE LIGHT POLE	⊙	REVISION NUMBER (3)
⊙	CONCRETE LIGHT POLE (DUAL)	(R1)	ROW NUMBER SIGN
⊙	CONCRETE LIGHT POLE (TRIPLE)	(B)	BUS STOP SIGN
⊙	CONCRETE LIGHT POLE (QUAD)	(DE)	DEAD END SIGN
⊙	CONCRETE MIXER END SECTION	(ONE)	DO NOT ENTER SIGN (85-1)
⊙	CONCRETE PAVERS	(CNC)	DUAL HANDICAP SIGN
⊙	CONCRETE RP RAP	(INFO)	INFORMATION SIGN
⊙	CONCRETE UTILITY POLE	(KR)	KEEP RIGHT SIGN
⊙	COUNTY ROAD SYMBOL	(LTO)	LEFT TURN ONLY
⊙	CROSSWALK SIGNAL POLE	(ME)	MEDIAN SIGN
⊙	DETECTABLE WARNING AREA	(NO)	NO DUMPING SIGN
⊙	DUAL SUPPORT SIGN	(NLS)	NO LEFT TURN SIGN (R3-2)
⊙	ELECTRICAL MANHOLE	(NLS)	NO LITTERING SIGN
⊙	ELECTRIC MARK	(NO)	NO OUTLET SIGN
⊙	ELECTRIC JUNCTION BOX	(FL)	NO PARKING FIRE LANE SIGN
⊙	ELECTRIC OUTLET	(NOR)	NO RIGHT TURN SIGN (R3-1)
⊙	ELECTRIC RISER	(NTH)	NO THRU TRAFFIC SIGN
⊙	FIBER OPTIC MARKER	(DST)	NO TRUCKS (R6-2)
⊙	FIRE HYDRANT	(NP)	NO PARKING SIGN
⊙	FLOOD HOLE	(TW)	ONE WAY SIGN (R6-2)
⊙	FLOOD LIGHT	(FE)	PEDESTRIAN CROSSING SIGN
⊙	FOUND CONCRETE MONUMENT (AS NOTED)	(S)	SPEED LIMIT SIGN
⊙	FOUND IRON PIPE (AS NOTED)	(ST)	STOP SIGN (R1-1)
⊙	FOUND IRON REBAR (AS NOTED)	(SS)	STREET SIGN
⊙	FOUND/SET NAIL (AS NOTED)	(T2)	TOW AWAY ZONE SIGN
⊙	GAS CAN	(TE)	TRUCK ENTRANCE SIGN
⊙	GAS MARKER	(U)	UNKNOWN SIGN
⊙	GAS VALVE	(W)	WEIGHT LIMIT SIGN
⊙	GOPHER TORTOISE HOLE	(WV)	WEIGHT WAY SIGN
⊙	GRATE ALLET	(Y)	YIELD SIGN
⊙	GRAVEL/FOOT		
⊙	GREASE TRAP MANHOLE		
⊙	GROUND LIGHT		
⊙	HANDICAP PARKING SPACE		
⊙	INTERSTATE SYMBOL		
⊙	IRRIGATION CONTROL VALVE		
⊙	LIGHT POLE		

Survey Notes:

- COPIES OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- *ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 2 OF 2.
- THE "LEGAL DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR PER THE CLIENT'S REQUEST.
- BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST LINE OF SECTION 7, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS SHOWN ON THE PLAT OF TOWN CENTER PHASE 2, MAP BOOK 35, PAGES 63 THROUGH 68, AS BEING SOUTH 01°13'31" EAST.
- HAVING CONSULTED THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 120250C22500, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA, EFFECTIVE DATE 11/17/2008, THE SUBJECT PROPERTY APPEARS TO BE IN ZONE X, WHICH ARE AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. THIS DETERMINATION WAS BASED ON GEOSPATIAL DATA DOWNLOADED FROM WINTERFLY.GOV AND THE SHAPE FILE DISPLAYED HEREON WAS INTERPOLATED ABOVE GROUND IMPROVEMENTS; THIS DETERMINATION WAS BASED ON A GRAPHIC INTERPOLATION OF SAID MAP AND NOT ACTUAL FIELD MEASUREMENTS.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR AS NOTED BELOW.
FLAGLER COUNTY PROPERTY APPRAISER INFORMATION DISPLAYED HEREON AS PARCEL ID # IS PER THE FLAGLER COUNTY PROPERTY APPRAISER'S WEBSITE (WWW.FLAGLERFLA.COM) AS OF MARCH 9, 2018.
- NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED EXCEPT AS SHOWN.
- THIS SURVEY DOES NOT IDENTIFY THE LIMITS OR EXTENT OF POTENTIAL JURISDICTIONAL WETLAND BOUNDARIES.
- DIMENSIONS ARE SHOWN RELATIVE TO UNITED STATES STANDARD FEET AND DECIMALS THEREOF, UNLESS THE OBJECT SHOWN IS COMMONLY IDENTIFIED IN INCHES, IE. TREE DIAMETER, PIPE DIAMETER, ETC. TREES DELETED ARE COMMON NAMES AND MEASURED AND LABELED AS DIAMETER AT BREAST HEIGHT IN INCHES.
- THIS IS NOT A BOUNDARY SURVEY. THIS SKETCH AND DESCRIPTION WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR, NO FIELD SURVEY WAS PERFORMED TO DEFINE OWNERSHIP.

Sign Legend:

NOT TO SCALE

Reference Material:

- FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR STATE ROAD NO. 100, SECTION 73020, DATED 11/06/01.
- MIDWAY PARK AS RECORDED IN MAP BOOK 5, PAGE 25 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
- FIRST ADDITION TO MIDWAY PARK AS RECORDED IN MAP BOOK 5, PAGE 51 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
- TOWN CENTER PHASE 2 AS RECORDED IN MAP BOOK 35, PAGES 63-68 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
- TOWN CENTER PHASE 3 AS RECORDED IN MAP BOOK 36, PAGES 69-74 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
- MAP OF THE BUNNELL DEVELOPMENT COMPANY'S LAND AT MIDWAY PARK, FLORIDA AS RECORDED IN MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
- OFFICIAL RECORDS BOOK 611, PAGE 308 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

Index of Sheets

- COVER SHEET
- SKETCH AND DESCRIPTION

NOTE:

THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 2 OF 2. THIS IS NOT A BOUNDARY SURVEY.

MAP BOOK PAGE

CERTIFICATE OF ATTACHED CITY COUNCIL

THIS IS TO CERTIFY THAT THE WITHIN AND CITY SHEETS NUMBERED ONE THROUGH TWO CONSTITUTE A TRUE COPY OF THE OFFICIAL MAINTENANCE MAP SHOWING LOCATION OF CITY OF PALM COAST FOR BULLDOG DRIVE IN THE CITY OF PALM COAST, FLORIDA. THE PROPERTY LABELED "MAINTAINED RIGHT-OF-WAY" ON SAID SHEETS HAS BEEN VESTED IN THE CITY OF PALM COAST, FLORIDA, PURSUANT TO THE PROVISIONS OF SECTION 95.361, FLORIDA STATUTES.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND AFFIXED THE SEAL OF THE CITY OF PALM COAST, FLORIDA, ON THE _____ DAY OF _____, 2018.

MAYOR:

MELISSA HOLLAND

ATTEST: CITY CLERK:

VERGINIA SMITH

CERTIFICATE OF CLERK

FILED FOR RECORD IN THE OFFICE OF THE CLERK OF CIRCUIT COURT FOR THE COUNTY OF FLAGLER, STATE OF FLORIDA, IN THE STATE AND COUNTY ROAD MAP BOOK _____ PAGE _____ ON THE _____ DAY OF _____, 2018.

AFFIDAVIT

STATE OF FLORIDA

CITY OF PALM COAST, COUNTY OF FLAGLER

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED NESTOR AREBUI, WHOSE ADDRESS IS 1 WILDFIELD CIRCLE, PALM COAST, FLORIDA 32137 WHO, IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION, AFTER BEING SWORN, DEPOSES AND SAYS:

1. THAT HE HAS BEEN EMPLOYED BY THE CITY OF PALM COAST PUBLIC WORKS DIVISION AS DIRECTOR.

2. THE AFFIANT KNOWS AND VERILY SAYS THAT THE SAID PUBLIC WORKS DIVISION, THROUGH ITS EMPLOYEES AND CONTRACTORS, WAS MAINTAINING BULLDOG DRIVE ADJACENT TO THE PLATS OF TOWN CENTER PHASE 3, FOR MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 36, PAGES 70 THROUGH 76 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, OF THE CONTINUOUS MEDIA, AS SHOWN ON MAP SHEET TWO HEREON, INCLUDING SHOULDERS AND DITCHES NEEDED AND ACTUALLY USED.

BULLDOG DRIVE: 32.5' WIDE RIGHT-OF-WAY

AND THAT SUCH MAINTENANCE BY SAID PUBLIC WORKS DIVISION HAS BEEN CONTINUOUS FOR A PERIOD OF TIME FROM 2008 TO PRESENT.

3. THE MAINTENANCE INCLUDES, BUT IS NOT NECESSARILY LIMITED TO, ASPHALT REPAIRS, REMOVAL OF VEGETATIVE MATTER OVER AND BEYOND THE ROADWAY AND REMOVAL OF DITCH BLOWDORES ON AN AS NEED BASIS AND/OR IN RESPONSE TO RESIDENTS' COMPLAINTS.

AFFIANT

ACKNOWLEDGMENTS

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2018.

NOTARY PUBLIC

SIGNATURE

Surveyor's Certification:

I hereby certify that the attached "Sketch and Description" of the herein-described property is true and correct to the best of my knowledge, information and belief as prepared under my direction on March 5, 2018. I further certify that this "Sketch and Description" meets the standards of practice set forth in Rule Chapter 51-17 of the Florida Administrative Code, pursuant to FS 473.02(2).

For the Firm by: _____

Jeffrey W. Patterson
Professional Surveyor and Mapper
Florida Registration No. 6394

No.	Date	Revision	By	No.	Date	Revision	By
1				1			

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Field Crew: X.X.X. Date: 7/24/18
Drawn by: B.J.B. Job No.: P81237
Checked by: R.L.R. File
Approved by: J.W.P. P81237 MAIN.DWG
Scale: N/A 09/2018

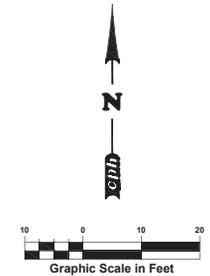
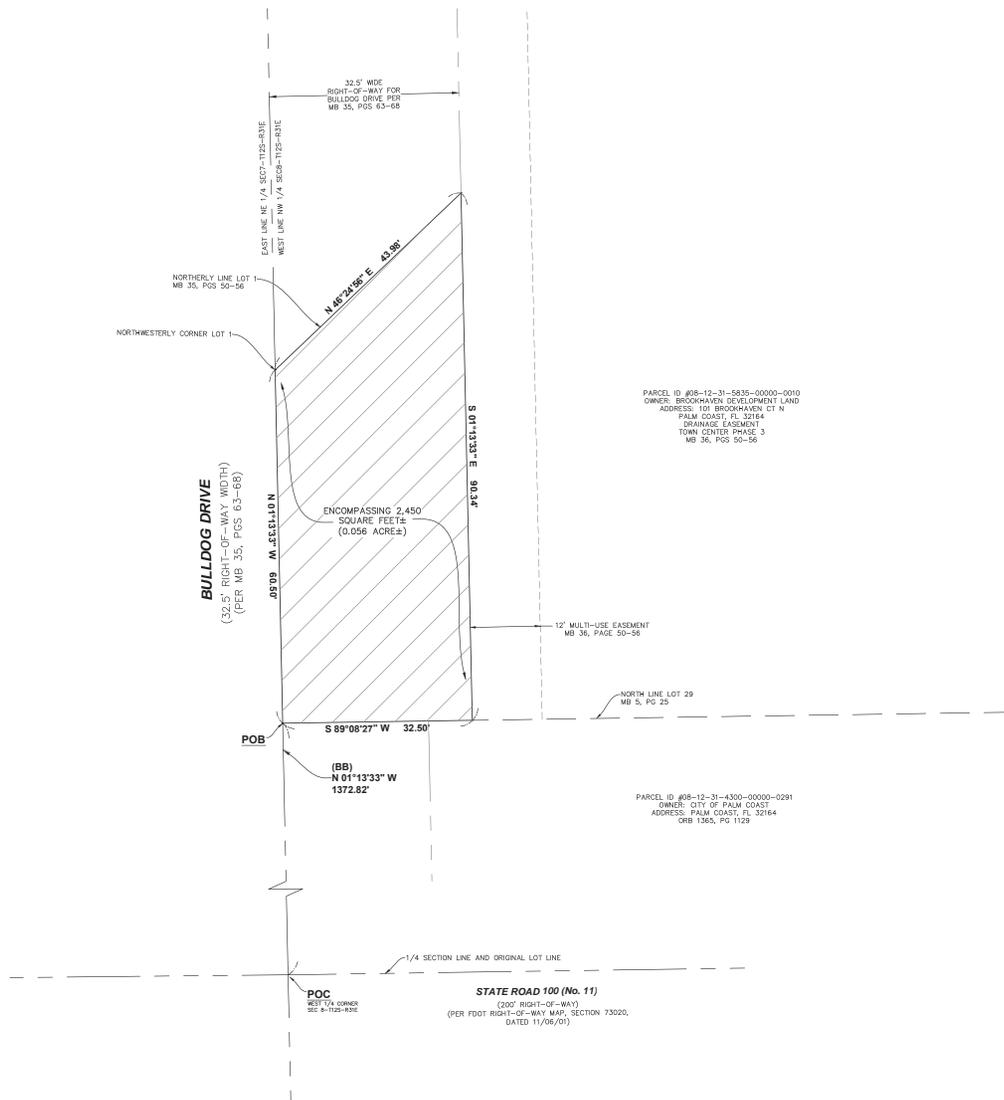
**CITY OF PALM COAST
BULLDOG DRIVE
SECTION 8-TOWNSHIP 12 SOUTH-RANGE 31 EAST
FLAGLER COUNTY, FLORIDA**

Drawn by: B.J.B. Job No.: P81237
Checked by: R.L.R. File
Approved by: J.W.P. P81237 MAIN.DWG
Scale: N/A 09/2018

320 Palm Coast Parkway SW, Palm Coast, FL 32137
P.O. Box 469
Licenses:
Eng. C.O.A. No. 1911 Arch. Lic. No. AA000006
Survey L.B. No. 1743 Landsc. Lic. No. LC000298

**RIGHT-OF-WAY MAINTENANCE MAP
FOR BULLDOG DRIVE**

Sheet No. **1** of 2



NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 2 OF 2.
THIS IS NOT A BOUNDARY SURVEY.

CIPD CIVIL ENGINEERING 1303 Palm Coast Parkway SW, Palm Coast, FL 32137 PH: 386.440.8889 Licenses: Eng. C.O.G.A. No. 8215 Arch. Lic. No. AA3880040 Survey L.B. No. 7143 Landsc. Lic. No. LC000298	CPH, Inc. CIVIL ENGINEERING 101 BROOKHAVEN CT N PALM COAST, FL 32164 DRAINAGE EASEMENT TOWN CENTER PHASE 3 MB 36, PGS 50-56
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Field Crew:
X.X.X.
B.J.B.
R.L.R.
J.W.P.
N/A

Date: XXXXXX
Job No.: P61237
File
P61237 MAIN.dwg
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CITY OF PALM COAST
BULLDOG DRIVE
SECTION 8-TOWNSHIP 12 SOUTH-RANGE 31 EAST
FLAGLER COUNTY, FLORIDA

Survey Prepared By:
CPH, Inc.
1303 Palm Coast Parkway SW, Palm Coast, FL 32137
PH: 386.440.8889
Licenses:
Eng. C.O.G.A. No. 8215 Arch. Lic. No. AA3880040
Survey L.B. No. 7143 Landsc. Lic. No. LC000298

RIGHT-OF-WAY MAINTENANCE MAP
FOR BULLDOG DRIVE

Sheet No.
2
of 2

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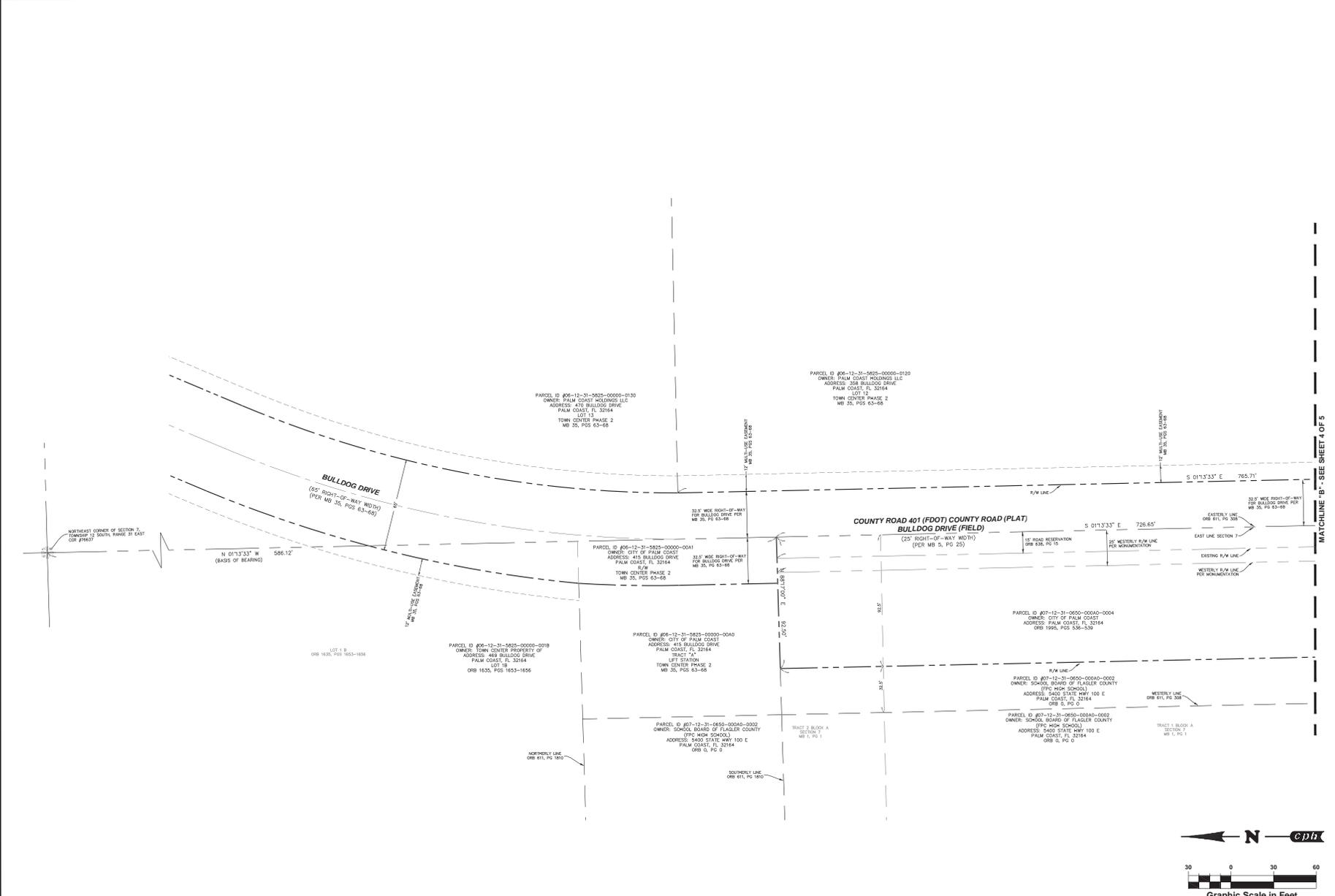
Drawn By:	Checked By:	Approved By:	Date:	Job No.:	File:
N/A	B.J.B.	J.W.P.	03/27/18	PK 1237	C:\2018

Field Crew:	Drawn By:	Checked By:	Approved By:	Date:	Job No.:	File:
N/A	B.J.B.	J.W.P.	J.W.P.	03/27/18	PK 1237	C:\2018

Survey Prepared By:
CPI Inc.
530 Palm Coast Parkway SW
Palm Coast, FL 32137
Ph: 386-448-8888
License:
Eng. C.S.A. No. 2515
Survey L.E. No. 7143
Arch. Lic. No. AA000028
Landscape Lic. No. LC000028

RIGHT-OF-WAY MAP
CITY OF PALM COAST
SECTION 7 & 8-TOWNSHIP 12 SOUTH-RANGE 11 EAST
FLAGLER COUNTY, FLORIDA

Sheet No.
5
of 5



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City of Palm Coast, Florida Agenda Item

Agenda Date: 08/07/2018

Department	Planning	Amount	
Item Key	3909	Account	
Subject	RESOLUTION 2018-XX APPROVING A MODIFICATION TO AN AGREEMENT BETWEEN THE CITY OF PALM COAST AND FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR THE PURCHASE AND INSTALLATION OF A GENERATOR AT CITY HALL		
Background :			
<u>UPDATE FROM THE JULY 31, 2018 WORKSHOP</u>			
This item was heard by City Council at their July 31, 2018 Workshop. There were no changes suggested to this item.			
<u>ORIGINAL BACKGROUND FROM THE JULY 31, 2018 WORKSHOP</u>			
<p>In June 2017, City staff submitted eight grant applications to Florida Division of Emergency Management (FDEM) for 32 generators associated with City Hall, Community Center, 15 PEP pump stations and 15 Lift stations through the Hazard Mitigation Grant Program (HMGP) as a result of Hurricane Matthew Disaster Declaration (FEMA-4283-DR-FL). Prior to application, the referenced projects were integrated into the Flagler County Local Mitigation Strategy Plan (LMS) and subsequently prioritized with other community stakeholder projects in April 2017. The LMS working group approved 19 prioritized projects across the County for funding under Hurricane Matthew. The prioritizing of the projects and ensuring compliance with the LMS is a prerequisite of pursuing HMGP grant funding.</p> <p>With the exception of the Community Center, all City of Palm Coast applications advanced to the Federal Emergency Management Agency (FEMA) for further processing and consideration. The Community Center did not meet project criteria during FDEM's review based on the benefit cost analysis and function. The City Hall serves as a critical facility during disasters and provides emergency operations.</p> <p>The City of Palm Coast received the Federally-funded Subaward and Grant Agreement for the City Hall generator on December 11, 2017. The Federal Award Date is November 13, 2017 with a performance start and end date of "upon execution thru November 30, 2019". FDEM serves as a Sub-Recipient, "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal Program", and will be managing contract compliance on behalf of FEMA.</p> <p>The original HMGP application for City Hall indicated a 750 kW generator. After working with FDEM on the original agreement, staff identified an opportunity to modify the agreement and secure funding for a larger generator at a 1,000 kW capacity. The modification request was transmitted on April 23, 2018 and was successfully approved with FDEM and FEMA.</p>			

The City Hall Generator cost share is 75% federal and 25% local. A comparison of the previously approved contract budget vs. the modified agreement budget is provided below.

Original Agreement

Project Cost: \$365,755.00 (100%)

Federal Share: \$274,316.00 (75%)

Local Share: \$91,439.00 (25%)

Modified Agreement

Project Cost: \$430,729.00 (100%)

Federal Share: \$323,047.00 (75%)

Local Share: \$107,682.00 (25%)

The City's share has been budgeted for this fiscal year through the Capital Projects Fund in the amount of \$285,000.

The City of Palm Coast and the Florida Division of Emergency Management is requesting modification to the subgrant agreement to reflect the increase in federal funding in the amount of \$48,731.00 and local funding in the amount of \$16,243.00.

Recommended Action :

Adopt Resolution 2018-xx approving a modification to the agreement between the City of Palm Coast and Florida Division of Emergency Management for the purchase and installation of a generator at City Hall.

RESOLUTION 2018 - _____
HAZARD MITGATION GRANT PROGRAM
CITY HALL GENERATOR AGREEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A MODIFICATION TO FEMA AGREEMENT NUMBER H0023, IN THE AMOUNT OF \$48,731.00, FOR PROJECT NUMBER 4286-24-R; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast request approval of a modification to the FEMA Agreement Number H0023 for Project Number 4286-24-R, the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve the modification, for the above referenced project.

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

SECTION 1. APPROVAL OF AGREEMENTT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the modification to the FEMA agreement number H0023 for Project Number 4286-24-R, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

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

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

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – 4283-24-R, MOD#1

Approved as to form and legality

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

Contract Number: H0023
Project Number: 4283-24-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF PALM COAST**

This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Palm Coast ("the Recipient") to modify Contract Number: H0023, dated February 6, 2018 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Recipient under the Hazard Mitigation Grant Program of \$274,316.00, in Federal Funds; and

WHEREAS, the Division and the Recipient desire to modify the Agreement; and

WHEREAS, the Division and the Recipient desire to modify the Budget and Scope of Work by increasing the Federal funding by \$48,731.00 under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is amended to increase the Federal Funding by \$48,731.00, for the maximum amount payable under the Agreement to \$323,047.00, (Three Hundred Twenty Three Thousand, Forty Seven Dollars and No Cents).
2. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
5. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

RECIPIENT: CTIY OF PALM COAST

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Michael Kennett, Deputy Director

Date: _____

Attachment A
1st Revision
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to provide electric power during and immediately after a storm event to the City Hall in Palm Coast, Flagler County, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4283-24-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Palm Coast agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

Project Overview:

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall purchase and install an emergency generator at Palm Coast City Hall located at 160 Lake Avenue, Palm Coast, Florida 32164, (29.486360, -81.208295).

The proposed project includes a 1,000 kW generator that shall be installed on a concrete pad to provide the City Hall with electric power during and immediately after a storm event. Avoiding outages to this facility shall allow the call center to expand and shall stage employees to manage documentation and to assist citizens that could provide essential information of affected infrastructure allowing City staff to respond.

The project is designed to provide protection up to a 102-year event. Activities shall be completed in strict compliance.

TASKS & DELIVERABLES:

A. Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or

suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

The Sub-Recipient shall provide executed contracts with contractors and/or subcontractors to the Division within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the building from windblown debris resulting from high wind storms which shall allow the function of the structure(s) to continue following a severe wind event. The structure shall upgrade to meet Florida Building Code and/or Miami Dade Requirements, includes all exterior openings.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.
- c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.

- d) Signed and Sealed copy of the As-built plans, as applicable.
 - e) Certified Letter of Completion, as applicable –
 - 1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 - 2. Certify Compliance with all applicable codes.
 - f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - g) Proof of compliance with Project Requirements and Conditions contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request, attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B. Deliverables:

Mitigation Activities consist of installing a 1,000 kW generator at Palm Coast City Hall located at 160 Lake Avenue, Palm Coast, Florida 32164, that shall provide electric power during and after a storm event.

The project is designed to provide protection up to a 102-year event. Activities shall be completed in strict compliance.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C. Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final approval; as applicable.
- 3) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.

- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D. Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. The Division and FEMA shall approve a change in the scope of work *in advance regardless of the budget implications*.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E. Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30-days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

This is FEMA project number **HMGP4283-24-R**, funded under FEMA-4283-DR-FL.

The project was awarded by FEMA November 13, 2017, and the Period of Performance for this project shall end on **November 30, 2019**.

F. FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State and Local Contracting:	3	Months
Design / Permitting:	3	Months
Bidding and Contracting:	3	Months
Construction / Installation:	12	Months
Final Inspection/Closeout:	3	Months
Total Period of Performance:	24	Months

BUDGET

Line Item Budget*

	<u>Project Cost</u>	<u>Federal Share</u>	<u>Local Share</u>
Materials:	\$274,304.00	\$205,728.00	\$68,576.00
Labor :	\$143,250.00	\$107,438.00	\$35,812.00
Fees:	\$13,175.00	\$9,881.00	\$3,294.00
Total:	\$ 430,729.00	\$ 323,047.00	\$ 107,682.00

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

Funding Summary

Federal Share:	\$323,047.00	(75%)
Local Share:	\$107,682.00	(25%)
Total Project Cost:	\$ 430,729.00	(100%)

City of Palm Coast, Florida Agenda Item

Agenda Date : 08/07/2018

Department	CITY CLERK	Amount
Item Key	3845	Account
Subject RESOLUTION 2018-XX APPROVING 2019 LEGISLATIVE PRIORITIES		
Background : <u>UPDATE FROM THE JULY 31, 2018 WORKSHOP</u> This item was heard by City Council at their July 31, 2018 Workshop. There were no changes suggested to this item. <u>ORIGINAL BACKGROUND FROM THE JULY 31, 2018 WORKSHOP</u> The Northeast Florida Regional Council (NEFRC) has requested that each county submit its top legislative priorities for inclusion in NEFRC's 2019 Legislative Priorities publication by September 7, 2018. Flagler County has requested submission from each city by August 3, 2018 in a similar format as previous years. City staff have attached the 2018 Legislative Priorities and request direction on the legislative priorities that City Council wants to submit for 2019. The Board of County Commissioners will consider the cities' submissions along with County priorities at their August 20, 2018 meeting.		
Recommended Action : Adopt Resolution 2018-XX approving 2019 Legislative Priorities		

RESOLUTION 2018 - _____
2019 STATE LEGISLATIVE PRIORITIES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE 2019 STATE LEGISLATIVE PRIORITIES; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, each year the Northeast Florida Regional Council (NEFRC) requests legislative priorities from Counties for inclusion in their publication; and

WHEREAS, Flagler County has requested legislative priorities from the City of Palm Coast for transmittal to NEFRC; and

WHEREAS, the City Council of the City of Palm Coast each year evaluates and develops a list of legislative priorities for transmittal to Flagler County, NEFRC, our state legislative delegation, and the City's State lobbyist.

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

SECTION 1. APPROVAL OF LEGISLATIVE PRIORITIES. The City Council of the City of Palm Coast, hereby, approves the 2019 State Legislative Priorities as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 2. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

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

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

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

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

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK

Attachment: Exhibit "A" – 2019 State Legislative Priorities

Approved as to form and legality

William E. Reischmann, Jr., Esq.



CITY OF PALM COAST LEGISLATIVE PRIORITIES

PROTECT HOME RULE

Background: In 1968, Florida voters amended the state constitution to confer broad “home rule” powers on municipal government. This change was an unequivocal expression of support for local self-government by the people of the State of Florida and the right of the people to access government to address local needs and problems. Unfortunately, each session bills are proposed that contradict the will of the people and usurp local control, where the elected local elected officials are more accountable and responsive to their concerns.

Request Action: Oppose legislation and initiatives that eliminate municipal home rule powers.

Effect: Allow local government to operate without interference from state government and provide its citizens with better access and response from local elected officials.

ENHANCE WATER AND WASTEWATER FUNDING

Background: The City of Palm Coast doubled in population from 2000 to 2010. By 2035, our population is expected to once again double. In addition, the amount of regulatory requirements from both the State and Federal government has increased in order to provide safe drinking water and properly treat wastewater. In the last few years, the City has and will continue to spend millions of dollars on projects directly related to State and Federal regulatory requirements (e.g. Zero Liquid Discharge \$11.4 million, wellfield expansion projects \$2.75 million).

Request Action: Enhance and provide additional funding for water and wastewater infrastructure projects.

Effect: Ensure safe drinking water and proper treatment of wastewater in a cost-effective manner.

PROVIDE BEACH RENOURISHMENT FUNDING

Background: Tourism and its economic impact helps diversify the economy on Palm Coast. Tourists visit Palm Coast not only for our outdoor activities, sporting events, and cultural activities, but also to enjoy the wonderful beaches in Flagler Beach and Flagler County.

Request Action: Promote and provide funding of beach renourishment programs through partnerships with state agencies and local governments.

Effect: Ensure that the City’s economy is vibrant and diverse through continued visitor spending.

City of Palm Coast, Florida Agenda Item

Agenda Date : 08/7/2018

Department	CITY CLERK	Amount
Item Key	3983	Account
		#
Subject	CALENDAR/WORKSHEET	
Background :		
Recommended Action :		



Meeting Calendar for 8/8/2018 through 9/30/2018

8/10/2018 8:30 AM

Volunteer Firefighters' Pension Board
Fire Station #25

8/14/2018 9:00 AM

City Council Workshop
City Hall

8/15/2018 5:30 PM

Planning & Land Development Regulation Board
City Hall

8/15/2018 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 6:00 PM

City Council
City Hall



Meeting Calendar for 8/8/2018 through 9/30/2018

9/5/2018 10:00 AM

Code Enforcement Board
City Hall

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

#	File #	Item	Title	Staff
			Workshop 8/14/2018	
1		Resolution	Master Price Agreement for Utility Supplies to Multiple Firms	Adams
2		Resolution	OKR Special Assessment	Alves
3		Presentation	Proprietary and Special Revenue Funds	Alves/Williams
4		Presentation	Stormwater Rate Study and Stormwater Budget Overview	Cote/Williams
5		Presentation	Pavement Management	Cote
6		Presentation	Draft RFP Security Assessment Master Plan	Falgout
7		Resolution	Final Nuisance Abatement	Flanagan
8		Resolution	IA Flagler Schools Fire Truck Donation	Forte
9		Presentation	FiberNet Business Plan	Newingham/Streichsbier
10		Presentation	Innovation District Strategic Plan	Newingham
11		Resolution	Tennis Center Lease Agreement for Tower	Streichsbier
			Business 8/21/2018	
1		Resolution	OKR Special Assessment	Alves
2		Resolution	Final Nuisance Abatement	Flanagan
3		Resolution	IA Flagler Schools Fire Truck Donation	Forte
4		Ordinance 2nd	Amend Utility Ordinance	Reischmann/Conceicao
5		Resolution	Tennis Center Lease Agreement for Tower	Streichsbier
			Workshop 8/28/2018	
1		Resolution	Utility Fee Schedule	Adams
2		Presentation	Budget-CIP	Cote/Williams
3		Resolution	Interlocal Mala Compra Storm Drain Project	Blake/Kronenberg
			Workshop Special Budget 9/4/2018 4:30 pm	
1		Presentation	Final Proposed Budget	Alves/Williams
			Business 9/4/2018	
1		Resolution	Utility Fee Schedule	Adams
2		Resolution	Utility Rate amendment	Adams
3		Resolution	Interlocal Mala Compra Storm Drain Project	Blake/Kronenberg
4		Presentation	Photo Contest Winners	Lane
			Business 9/5/2018 PROPOSED SPECIAL BUDGET 5:05 PM	
1		Resolution	Budget items	Alves/Williams
2		Resolution	Utility Rates	Adams

			Workshop 9/11/2018 @ 10:00 am	
1			Annual Fleet	Abreu
			Business 9/18/2018	
1	Proclamation		Pink Army	Lane
			Business 9/19/2018 PROPOSED SPECIAL BUDGET 5:05 PM	
1	Resolution		Budget items	Alves
2	Resolution		Fleet	Abreu
			Future	
1	Resolution		Fee Structure	Adams
2	Resolution		Master Plan SCADA Telemetry Standardization	Adams/Hogan
3	Resolution		Annual Fire Inspection Fees	Alves
4	Resolution		Reuse Master Plan	Ashburn
5	Resolution		Permit compliance with NECGA (MOU and Conservation easement)	Bevan
6	Resolution		Purchase/Installation Ozone Odor Control Unit WWTP #1	Blake
7	Resolution		Purchase/Installation Primary Clarifier Process Equipment WWTP #1	Blake
8	Presentation		Street Resurfacing Update	Cote
9	Resolution		Stormwater Rates	Cote
10	Resolution		Stormwater and Environmental Engineering Services WO	Cote/Peel
11	Resolution		CEI Services Seminole Woods turnaround	Cote
12	Resolution		Bulldog Drive ROW and ROW Maintenance Map	Cote
13	Resolution		Property Exchange NECGA	Falgout
14	Ordinance		Amend LDC Chapter 5 rewrite	Hoover
15	Proclamation		Diabetes Awareness 11/6	Lane
16	Presentation		Citizen's Academy Graduation-10/16 44	Lane
17	Proclamation		FI City Government Week 10/16	Lane
18	Ordinance 1st		Coastal Trace FLUM	Papa
19	Ordinance 1st		Coastal Trace Rezoning	Papa