



# City of Palm Coast

## Agenda

### City Council Business

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

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

---

**Tuesday, January 15, 2019**

**9:00 AM**

**CITY HALL**

---

#### **City Staff**

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

- > Public Participation shall be in accordance with Section 286.0114 Florida Statutes.
- > Other matters of concern may be discussed as determined by City Council.
- > If you wish to obtain more information regarding the City Council's agenda, please contact the City Clerk's Office at 386-986-3713.
- > In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at 386-986-3713, at least 48 hours prior to the meeting.
- > City Council Meetings are streamed live on YouTube at <https://www.youtube.com/user/PalmCoastGovTV/live>.
- > All pagers and cell phones are to remain OFF while City Council is in session.

#### **A. CALL TO ORDER**

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

#### **C. ROLL CALL**

#### **D. 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.

**E. MINUTES**

- 1. MINUTES  
DECEMBER 18, 2018 BUSINESS MEETING  
JANUARY 8, 2019 WORKSHOP**

**F. PROCLAMATIONS AND PRESENTATIONS**

- 2. PRESENTATION-ANNOUNCEMENT OF SHERIFF'S PALM COAST LAW ENFORCEMENT COORDINATOR**
- 3. PRESENTATION- PINK ARMY RESULTS AND BEST TEAM PARTICIPATION TO PALM COAST DATA AT THE PINK ARMY 5K**

**G. ORDINANCES FIRST READ**

- 4. ORDINANCE 2019-XX ANNEXATION OF 92+/- ACRE AREA GENERALLY LOCATED 1.3 MILES NORTH OF STATE ROAD 100 ON THE WESTSIDE AND EASTSIDE OF COLBERT LANE**
- 5. ORDINANCE 2019-XX AMENDING CHAPTER 2 ADMINISTRATION, ARTICLE 4 PLANNING AND LAND DEVELOPMENT REGULATION BOARD, SECTION 2-296, CREATION**

**H. RESOLUTIONS**

- 6. RESOLUTION 2019-XX APPROVING A MASTER SITE PLAN FOR "THE VENUE AT TOWN CENTER," A 233 UNIT MULTI-FAMILY DEVELOPMENT PROJECT**

**I. CONSENT**

- 7. RESOLUTION 2019-XX A RESOLUTION APPROVING AN AGREEMENT & PETITION FOR VOLUNTARY ANNEXATION OF 89+/- ACRES OWNED BY LIGHTHOUSE HARBOR, LLC**
- 8. RESOLUTION 2019-XX APPROVING A WORK ORDER WITH MAGELLAN ADVISORS TO PROVIDE CONSULTING SERVICES TO SOLICIT AND SELECT A PRIVATE PARTNER FOR THE FIBERNET EXPANSION**
- 9. RESOLUTION 2019-XX APPROVING A CONTRACT WITH WPC CONSTRUCTORS, LLC. FOR THE CONSTRUCTION OF THE PUMP STATION "D" IMPROVEMENTS PROJECT.**
- 10. RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH MULTIPLE**



**FIRMS FOR PROFESSIONAL UTILITY ENGINEERING SERVICES**

11. **RESOLUTION 2019-XX APPROVING A MASTER PRICE AGREEMENT WITH ENVIRONMENTAL LAND SERVICES INC., OF BUNNELL, FL FOR ROAD MATERIALS**
12. **RESOLUTION 2019-XX CONCRETE CONSERVATION, LLC. REHABILITATION OF WASTEWATER STRUCTURES**
13. **RESOLUTION 2019-XX APPROVING A MASTER PRICE AGREEMENT WITH HARRIS CULVERT FOR CULVERT PIPES**
14. **RESOLUTION 2019-XX APPROVING AN AGREEMENT WITH FLAGLER VOLUNTEER SERVICES, INC.**
15. **RESOLUTION 2019-XX APPROVING PIGGYBACKING THE SOURCEWELL CONTRACT WITH STAPLES CONTRACT & COMMERCIAL, INC. TO PURCHASE VARIOUS OFFICE SUPPLIES**

**J. PUBLIC PARTICIPATION**

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

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

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

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

**N. ADJOURNMENT**

**16. CALENDAR/WORKSHEET**

**ATTACHMENTS TO MINUTES**

## City of Palm Coast, Florida Agenda Item

Agenda Date: 1/15/2019

|  |   |                |
|--|---|----------------|
| <b>Department</b>  | CITY CLERK  | <b>Amount</b>  |
| <b>Item Key</b>  |   | <b>Account</b> |
| <b>Subject</b>   | MINUTES<br>DECEMBER 18, 2018 BUSINESS MEETING<br>JANUARY 8, 2019 WORKSHOP |                |
| <b>Background :</b>  |   |                |
| <b>Recommended Action :</b><br><b>Approve the minutes of the City Council:</b><br><br>December 18, 2018 Business Meeting<br>January 8, 2019 Workshop |   |                |
|  |   |                |



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

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

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

---

**Tuesday, December 18, 2018**

**9:00 AM**

**CITY HALL**

---

**City Staff**

**Beau Falgout, Interim City Manager**

**William Reischmann, City Attorney**

**Virginia A. Smith, City Clerk**

- > Public Participation shall be in accordance with Section 286.0114 Florida Statutes.
- > Other matters of concern may be discussed as determined by City Council.
- > If you wish to obtain more information regarding the City Council's agenda, please contact the City Clerk's Office at 386-986-3713.
- > In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at 386-986-3713, at least 48 hours prior to the meeting.
- > City Council Meetings are streamed live on YouTube at <https://www.youtube.com/user/PalmCoastGovTV/live>.
- > All pagers and cell phones are to remain OFF while City Council is in session.

**CALL TO ORDER**

*Mayor Holland called the meeting to order at 9:00 A.M.*

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**ROLL CALL**

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

**PUBLIC PARTICIPATION**

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

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

*No comments were received.*

## **MINUTES**

### **1 MINUTES**

**DECEMBER 4, 2018 BUSINESS MEETING**

**DECEMBER 11, 2018 WORKSHOP**

**Pass**

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

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

## **RESOLUTIONS**

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

**R20180181**

*Mr. Falgout provided a brief overview to this item. Mr. Chuck Burkhart, IT Director provided a PowerPoint presentation, which is attached to these minutes. Topics discussed included the urgency of Council priorities; hidden costs; proceeding without losing services to the citizens and providing a listing of licensing software to Council in January.*

*Council held further discussions on this item.*

*Public Comments:*

*The following citizens gave their concerns, opinions and suggestions: Louis McCarthy and George Mayo.*

**Pass**

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

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

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

**R20180182**

*Mr. Falgout provided a brief overview to this item. Mr. Chuck Burkhardt, IT Director provided a PowerPoint presentation, which is attached to these minutes.*

*Public Comments: No comments were received.*

*Mayor Holland recused herself from voting.*

**Pass**

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

**Approved - 4 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Council Member Eddie Branquinho, Council Member Jack Howell, II**

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

**R20180183**

*Mr. Falgout provided a brief overview to this item. Messrs. Peel and Cote provided a PowerPoint presentation, which is attached to these minutes.*

*Public Comments: The following citizens gave their concerns, opinions and suggestions: Mr. Nielebeck and Mr. Mayo.*

**Pass**

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

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

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

**R20180184**

*Mr. Falgout provided a brief overview to this item. Mr. Jose Papa provided a PowerPoint presentation, which is attached to these minutes.*

*Public Comments:*

*The following citizens came forward to give their concerns, opinions and suggestions: Mr. Nielebeck*

**Pass**

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

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

**OTHER BUSINESS**

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

*Ms. Smith reviewed the seats available: 2 full term seats: 1 to fill a limited term and possibly an alternate seat, depending on the voting. The first ballot covered the two full term positions.*

**Pass**

**Motion made to approve for Messrs. Mugford and Bellapianta to fill the two full term seats made by Vice Mayor Klufas and seconded by Council Member Cuff**

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

*The next ballot was to cover the remainder of Mr. LaPadula's term.*

**Pass**

**Motion made to approve for Mr. Arcomone to fill the remainder of Mr. LaPadula's term made by Vice Mayor Klufas and seconded by Council Member Branquinho.**

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

*The next ballot was to appoint an alternative to fill the remainder of Mr. Bellapianta's term as an alternate member.*

**Pass**

***Motion made to approve Ms. Grey to fill the remainder of the term for Mr. Bellapianta's alternate member seat made by Vice Mayor Klufas and seconded by Council Member Branquinho***

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

## **CONSENT**

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

**R20180185**

**Pass**

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

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

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

**R20180186**

**Pass**

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

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

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

**R20180187**

**Pass**

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

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

## **PUBLIC PARTICIPATION**

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

*The following citizens gave their concerns, opinions, suggestions and Holiday Wishes: Louis McCarthy and George Mayo.*

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

*CM Cuff wished all Happy Holidays*

*CM Branquinho wished all Feliz Natal*

*VM Klufas wished all a safe and Happy Holiday.*

*CM Howell suggested that the rack cards that are being designed locally also be printed locally. He wished everyone a Happy Holidays*

*Mayor Holland-update on Old Kings Road North? Messrs. Falgout and Cote provided an update to the project.*

*Mayor Holland provided an update to the legislative priorities and the need to get the cost of fiber to Senator Hutson. She asked how long it would take to get the information.*

*Mayor asked if WIFI at Indian Trails for the Little League? Mr. Falgout will look in to it and get back to Council. There is access with public WiFi at Indian Trails.*

*Wished everyone Happy Holidays!*

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

*Happy Holidays!*

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

*Mr. Falgout wished all a Happy and Safe Holiday Season! He reported he will be out to welcome his little girl into the world this week. Should anything urgent come up, Chief Forte will be serving in his absence. He also let everyone know that he intends to apply for the City Manager position.*

*Ms. Smith asked Council to confirm the Special Meetings that are scheduled for the City Manager Search.*

*January 17, 2019, February 4, 2019, February 28, 2019 and March 1, 2019. It was agreed that all the Special Meetings will begin at 9:00 a.m.*



## **ADJOURNMENT**

*The meeting adjourned at 10:15 a.m.*

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

|   |   |
|---|---|
| LAST NAME—FIRST NAME—MIDDLE NAME<br><i>Holland Melissa</i>  | NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE<br><i>City Council</i>  |
| MAILING ADDRESS<br><i>95 Riverview Bend South Unit 1421</i> | THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:<br><input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY |
| CITY<br><i>Palm Coast FL</i>                                | COUNTY<br><i>Flagler</i>  |
| DATE ON WHICH VOTE OCCURRED<br><i>12/18/18</i>              | NAME OF POLITICAL SUBDIVISION:<br><br>MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTEE   |

## WHO MUST FILE FORM 8B

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

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

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

### ELECTED OFFICERS:

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

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

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

### APPOINTED OFFICERS:

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

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

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

### APPOINTED OFFICERS (continued)

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

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

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

### DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Melissa Holland, hereby disclose that on December 18, 20 18:

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

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

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

*The Purchase of the Salesforce licensing software, while having no direct monetary benefit to Coastal Cloud, my employer, may allow, in the future, Coastal Cloud access to business opportunities.*

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

12/18/18  
Date Filed

M Holland  
Signature

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



# City of Palm Coast Minutes City Council Workshop

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

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

---

**Tuesday, January 8, 2019**

**9:00 AM**

**CITY HALL**

---

## City Staff

Beau Falgout, Interim City Manager

William Reischmann, City Attorney

Virginia A. Smith, City Clerk

- > Public Participation shall be in accordance with Section 286.0114 Florida Statutes.
- > Other matters of concern may be discussed as determined by City Council.
- > If you wish to obtain more information regarding the City Council's agenda, please contact the City Clerk's Office at 386-986-3713.
- > In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at 386-986-3713, at least 48 hours prior to the meeting.
- > City Council Meetings are streamed live on YouTube at <https://www.youtube.com/user/PalmCoastGovTV/live>.
- > All pagers and cell phones are to remain OFF while City Council is in session.

## **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**

*Ms. Settle called the roll. All members were present.*

## **D PUBLIC PARTICIPATION**

*The following citizens came forward to give their concerns, opinions and suggestions: Jack Carall and Lewis McCarthy.*

## **E PRESENTATIONS**

### **1 PRESENTATION MAGELLAN UPDATE TO ACTION ITEMS**

*Mr. Falgout gave a brief overview of the item. Messrs. Burkhart and Violette gave Council a presentation regarding public private partnerships. The presentation is attached to these minutes. Topics discussed included: the number of private firms available to partner with the City of Palm Coast; various strategies on the party operating the fiber network; Longboat Key's experience; hardware requirements; grants available; using entities to assist in getting the word out about expanding the network; whether there is need for the City to have their own grant writer; expenses involved; timeframe for Magellan to find partner would be six to nine months and the experience with Longboat Key using smart streetlighting. This presentation covered both items 1 and 2.*

**2 RESOLUTION 2019-XX APPROVING A WORK ORDER WITH  
MAGELLAN ADVISORS TO PROVIDE CONSULTING SERVICES TO  
SOLICIT AND SELECT A PRIVATE PARTNER FOR THE FIBERNET  
EXPANSION**

*This item was covered under Item 1. This item will be continued at the next Business Meeting.*

**3 PRESENTATION - UTILITY REUSE MASTER PLAN**

*Mr. Falgout gave a brief overview of the item. Messrs Adams, Henderson and Hopkins gave a presentation to Council (the presentation is attached to these minutes). Topics discussed included: the amount of reuse water the City of Palm Coast uses; the benefits of reuse water; water conservation initiatives and quantifying it; the current customers of reuse; the amount of the water stored for fire flow; the possible need to add into the Code a requirement for new developments to incorporate reuse service areas; service areas being defined by where the current connections are available; combining reuse pipes, fiber and smart streetlighting; public access reuse became available to the City in 2003; Palm Harbor Golf Course has wide fairways demanding more water; stormwater being used for irrigation for Palm Harbor, Pine Lakes and Cypress Knoll.*

**4 PRESENTATION - MANAGEMENT OF RESERVATION REQUESTS FOR SPORTS  
FIELDS**

*Mr. Falgout gave a brief overview on the item. Mayor Holland reviewed the request from a flag football group and she would like to have an assessment of the fields vs. the youth opportunities and what amenities are needed in the future and to present them during the budget season. Messrs. Boyer and Washington gave a presentation regarding reservations for the fields (the presentation is attached to these minutes). Topics discussed included: prioritizing reservations; priority given to organizations that are housed locally; requests from members of the Sports Alliance are done on a first come, first serve basis; limited parking available at the facilities; the cost involved; how does the County handle open field lighting; Holland Park being more conducive for local families and pick up games; capacity of fields; four baseball fields and two softball fields for over 700 children; Holland Park is not lit; the need for a short term strategy and a long term comprehensive strategy; field recovery; the need for lights in the park for family use and the need for more recreational opportunities for all residents.*

**5     ORDINANCE 2019-XX ANNEXATION OF 92+/- ACRE AREA GENERALLY LOCATED 1.3 MILES NORTH OF STATE ROAD 100 ON THE WESTSIDE AND EASTSIDE OF COLBERT LANE**

*Mr. Falgout gave a brief overview of the Items 5 and 6. Mr. Papa gave a presentation to council (the presentation is attached to these minutes). Topics included county entitlements. This item will be continued at the next Business Meeting.*

**6     RESOLUTION 2019-XX A RESOLUTION APPROVING AN AGREEMENT & PETITION FOR VOLUNTARY ANNEXATION OF 89+/- ACRES OWNED BY LIGHTHOUSE HARBOR, LLC**

*This item was covered under Item 5. The item will be continued at the next Business Meeting.*

**7     ORDINANCE 2019-XX AMENDING CHAPTER 2 ADMINISTRATION, ARTICLE 4 PLANNING AND LAND DEVELOPMENT REGULATION BOARD, SECTION 2-296, CREATION**

*Mr. Falgout gave a brief overview of the item. Mr. Tyner explained there have been times when it has been tough to get a quorum together. Other meetings they have had a quorum but not seven members seated. He also explained the training for new members. Topics discussed included qualifications of the alternates and attendance requirements. This item will be continued at the next business meeting.*

**F     WRITTEN ITEMS**

**8     RESOLUTION 2019-XX APPROVING A CONTRACT WITH WPC CONSTRUCTORS, LLC. FOR THE CONSTRUCTION OF THE PUMP STATION "D" IMPROVEMENTS PROJECT.**

*Mr. Falgout gave an overview of the item. This item will be continued at the next Business Meeting.*

**9     RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH MULTIPLE FIRMS FOR PROFESSIONAL UTILITY ENGINEERING SERVICES**

*Mr. Falgout gave an overview of the item. This item will be continued at the next business meeting.*

**10    RESOLUTION 2019-XX APPROVING A MASTER PRICE AGREEMENT WITH ENVIRONMENTAL LAND SERVICES INC., OF BUNNELL, FL FOR ROAD MATERIALS**

*Mr. Falgout gave an overview of the item. This item will be continued at the next business meeting.*

**11 RESOLUTION 2019-XX CONCRETE CONSERVATION, LLC. REHABILITATION OF WASTEWATER STRUCTURES**

*Mr. Falgout gave an overview of the item. This item will be continued at the next business meeting.*

**12 RESOLUTION 2019-XX APPROVING A MASTER PRICE AGREEMENT WITH HARRIS CULVERT FOR CULVERT PIPES**

*Mr. Falgout gave an overview of the item. This item will be continued at the next business meeting.*

**13 RESOLUTION 2019-XX APPROVING AN AGREEMENT WITH FLAGLER VOLUNTEER SERVICES, INC.**

*Mr. Falgout gave an overview of the item. This item will be continued at the next business meeting.*

**14 RESOLUTION 2019-XX APPROVING PIGGYBACKING THE SOURCEWELL CONTRACT WITH STAPLES CONTRACT & COMMERCIAL, INC. TO PURCHASE VARIOUS OFFICE SUPPLIES**

*Mr. Falgout gave an overview of the item. This item will be continued at the next business meeting.*

**G PUBLIC PARTICIPATION**

*The following citizens came forward to give thier concerns, opinions and suggestions: Celia Pugliesse; Kyle Berryhill.*

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

*CM Howell reported he is working with the YMCA. He felt the City and in particular, City Hall, was lacking in Holiday decorations. August 7th is National Purple Heart Day. He would like to have the fountains in the City flow purple on that day. The organization would pay for the costs. He reported on a meeting with Steve Flanagan and Barbara Grossman . He thought it would be advantageous to form an adhoc task force to review the code and make suggestions regarding improvements.*

*VM Klufas congratulated Mr. Falgout on his birth of his little girl. He thank Mr. Flanagan and Mr. Burkhart for their work.*

*CM Branquinho wished all a Happy New Year.*

*CM Cuff reported the Historical Society is kicking off their lecture series. The female softball used to play at the county fields.*

*Mayor Holland has received a number of complaints regarding WastePro. Mr. Falgout responded he felt the service has been unacceptable.*

*She announced the Mayor's 90 day challenge and asked all to sign up.*

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

*No report.*

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

*Mr. Falgout thanked all for their help in his absence. He reported Mark Carmen retired from the Sheriff's Department.*

**K ADJOURNMENT**

*Vice Mayor Klufas adjourned the meeting at 12:01 p.m.*



## City of Palm Coast, Florida Agenda Item

Agenda Date : 01/15/2018

|                             |   |                |
|-----------------------------|---|----------------|
| <b>Department</b>           | CITY CLERK  | <b>Amount</b>  |
| <b>Item Key</b>             | 5859  | <b>Account</b> |
|                             |   | <b>#</b>       |
| <b>Subject</b>              | PRESENTATION-ANNOUNCEMENT OF SHERIFF'S PALM COAST LAW ENFORCEMENT COORDINATOR |                |
| <b>Background :</b>         |   |                |
| <b>Recommended Action :</b> | Presentation purposes only.   |                |
|                             |   |                |

## City of Palm Coast, Florida Agenda Item

Agenda Date : 1/15/2019

|                             |  |                |
|-----------------------------|--|----------------|
| <b>Department</b>           | CITY CLERK   | <b>Amount</b>  |
| <b>Item Key</b>             | 5828   | <b>Account</b> |
| <b>Subject</b>              | PRESENTATION- PINK ARMY RESULTS AND BEST TEAM PARTICIPATION TO PALM COAST DATA AT THE PINK ARMY 5K   |                |
| <b>Background :</b>         | <p>The City of Palm Coast partnered with the Florida Hospital Flagler Foundation for the annual Pink Army 5K. This year's event raised a total of \$16,694. The proceeds will directly benefit the Flagler County residents to be screened for breast cancer. In addition, we would also like to present Palm Coast Data with Best Team Participation. The Palm Coast Data team had a total of 51 registered participants.</p> |                |
| <b>Recommended Action :</b> | Presentation only.   |                |
|                             |  |                |

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 01/15/2019

|   |  |                |
|---|--|----------------|
| <b>Department</b>   | PLANNING   | <b>Amount</b>  |
| <b>Item Key</b>   | 5802   | <b>Account</b> |
|   |  | <b>#</b>       |
| <b>Subject</b>  | ORDINANCE 2019-XX ANNEXATION OF 92+/- ACRE AREA GENERALLY LOCATED 1.3 MILES NORTH OF STATE ROAD 100 ON THE WESTSIDE AND EASTSIDE OF COLBERT LANE |                |
| <b>Background:</b><br><b><u>UPDATE FROM THE JANUARY 8, 2019 WORKSHOP.</u></b> This item was heard by City Council at their January 8, 2019 Workshop. There were no changes suggested to this item.  |  |                |
| <b><u>ORIGINAL BACKGROUND FROM THE JANUARY 8, 2019 WORKSHOP</u></b><br>The property owners, Lighthouse Harbor, LLC, and Palm Coast Holdings, LLC have provided signed petitions for the annexation of an approximately 92+/- acres of vacant developable land generally located 1.3 miles north of State Road 100 on the westside and eastside of Colbert Lane. |  |                |
| The annexation of the subject area is being accomplished in accordance with Florida Statutes, Chapter 171. Consistent with F.S. Chapter 171, the character of the area to be annexed is:  |  |                |
| <ul style="list-style-type: none"><li>• The property is reasonably compact, is not part of another incorporated municipality and will be used for urban purposes.</li><li>• The proposed annexation will not create an enclave.</li><li>• At least 60% of the property's boundaries are contiguous to the City's existing boundary.</li></ul>                   |  |                |
| <b>Recommended Action:</b><br>Adopt Ordinance 2019-XX approving the annexation of 92+/- acres owned by Lighthouse Harbor, LLC and Palm Coast Holdings, LLC.   |  |                |
|   |  |                |

**ORDINANCE 2019-\_\_\_\_\_**  
**VOLUNTARY ANNEXATION**  
**LIGHTHOUSE HARBOR LLC**

**AN ORDINANCE OF THE CITY OF PALM COAST, FLORIDA, ANNEXING BY VOLUNTARY PETITION PROPERTY LOCATED CONTIGUOUS TO THE CITY OF PALM COAST IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; REDEFINING THE BOUNDARIES OF THE CITY OF PALM COAST TO INCLUDE A PORTION OF THE PROPERTIES OWNED BY LIGHTHOUSE HARBOR LLC AND PALM COAST HOLDINGS, INC. LOCATED GENERALLY 1.3 MILES NORTH OF STATE ROAD 100 ON THE WESTSIDE AND EASTSIDE OF COLBERT LANE; GENERALLY CONSISTING OF APPROXIMATELY 92 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR FINDINGS; REDEFINING THE CORPORATE LIMITS OF THE CITY OF PALM COAST, FLORIDA; PROVIDING FOR THE TAKING OF ADMINISTRATIVE ACTIONS; PROVIDING FOR SEVERABILITY, NON-CODIFICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, there has been filed with the City of Palm Coast, Florida, a petition containing the names of all of the property owners in the area described hereinafter requesting annexation to the corporate limits of the City of Palm Coast, Florida and requesting to be included therein; and

**WHEREAS**, the Property Appraiser of Flagler County, Florida, has certified that there are two property owners in the area to be annexed, and the City Council of the City of Palm Coast has determined that said property owners have signed a Petition for Annexation either directly or through their agents; and

**WHEREAS**, it has been determined that the property described hereinafter is reasonably compact and contiguous to the corporate areas of the City of Palm Coast, Florida, and it has further been determined that the annexation of said property will not result in the creation of any enclaves, and it is further determined that the property otherwise fully complies with the requirements of State law; and

**WHEREAS**, the City of Palm Coast, Florida, is in a position to provide municipal services for and to the property described herein, and the City Council of the City of Palm Coast, Florida, deems it in the best interest of the City to accept said petition and to annex said property; and

**WHEREAS**, the City Council of the City of Palm Coast, Florida, has taken all actions in accordance with the requirements and procedures mandated by State law; and

**WHEREAS**, the legal description and map included in this Ordinance as Exhibits “A” & “B” shows, describes and depicts the properties which are hereby annexed into the City of Palm Coast.

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

**SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS - ANNEXATION OF PROPERTY.** The recitals set forth above in the “whereas clauses” are hereby adopted as legislative findings of the City Council of the City of Palm Coast. The property as described and depicted in Exhibit “A” & “B” attached hereto, situated in Flagler County, Florida, be and the same is hereby annexed to and made a part of the City of Palm Coast, Florida, pursuant to the voluntary annexation provisions of Section 171.044, Florida Statutes.

**SECTION 2. EFFECT OF ANNEXATION.** Upon this Ordinance becoming effective, the property owners and any and all residents on the property described herein shall be entitled to all the rights and privileges and immunities as are from time-to-time granted to residents and property owners of the City of Palm Coast, Florida, as further provided in Chapter 171, Florida Statutes, and shall further be subject to the responsibilities of residence or ownership as may from time to time be determined by the governing authority of the City of Palm Coast, Florida, and the provisions of said Chapter 171, Florida Statutes.

**SECTION 3. ADMINISTRATIVE ACTIONS.** This Ordinance shall be filed with the Clerk of Circuit Court (Land Records/Recording), the chief administrative officer of Flagler County (the County Manager) and with the Florida Department of State within seven (7) days after the adoption of this Ordinance.

**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 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 5. NON-CODIFICATION.** The provisions of this Ordinance shall not be codified, but the annexed property shall be incorporated and included in all appropriate maps of the City Limits of the City of Palm Coast.

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

**APPROVED** on first reading the 15th day of January 2019 at a public hearing.

**ADOPTED** on second reading after due public notice and hearing this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**CITY OF PALM COAST, FLORIDA**

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

ATTEST:

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

Approved as to form and legality

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

**Exhibit A**  
**ANNEXATION AREA - METES AND BOUNDS DESCRIPTION**

PARCEL 518 (WEST OF COLBERT)

A PARCEL OF LAND LYING WITHIN GOVERNMENT SECTION 3, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF SAID GOVERNMENT SECTION 3, THENCE NORTH 01° 13'06" WEST ALONG THE EAST LINE OF SECTION 3 A DISTANCE OF 2431.75 FEET, THENCE DEPARTING SAID EAST LINE OF SECTION 3 SOUTH 88° 46' 54" WEST A DISTANCE OF 178.83 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE NORTH 62°22'17" WEST A DISTANCE OF 144.46 FEET, THENCE NORTH 44° 03'30" EAST A DISTANCE OF 145.36 FEET, THENCE NORTH 19°06'24" WEST A DISTANCE OF 261.31 FEET, THENCE NORTH 45°29'28" WEST A DISTANCE OF 718.28 FEET, THENCE NORTH 12°43'31" WEST A DISTANCE OF 300. 18 FEET, THENCE NORTH 57°42'47" WEST A DISTANCE OF 283.53 FEET, THENCE NORTH 29° 15'12" EAST A DISTANCE OF 219.88 FEET, THENCE NORTH 44°29'22" EAST A DISTANCE OF 990.73 FEET, THENCE NORTH 83°27'24" EAST A DISTANCE OF 220.37 FEET TO A POINT ON THE WEST LINE OF A PROPOSED 15' WIDE BIKE PATH RIGHT-OF-WAY SAID POINT BEING ON A CURVE, THENCE 1179. 75 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 08°59'24", A RADIUS OF 7519.00 FEET, A CHORD BEARING OF SOUTH 01°44'21" EAST AND A CHORD DISTANCE OF 1178.54 FEET, THENCE DEPARTING SAID 15' RIGHT-OF-WAY NORTH 86°56'05" WEST ALONG THE BOUNDARY OF A STORM WATER RETENTION SITE FOR COLBERT LANE A DISTANCE OF 204.98 FEET TO A POINT OF CURVATURE, CONCAVE SOUTHEASTERLY, THENCE WESTERLY A DISTANCE OF 119.32 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 89°43'16", A RADIUS OF 76.20 FEET, A CHORD BEARING OF SOUTH 48°12'17" WEST AND A CHORD DISTANCE OF 107. 50 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE WESTERLY, THENCE SOUTHERLY A DISTANCE OF 322.05 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02°32'58", A RADIUS OF 7237.80 FEET, A CHORD BEARING OF SOUTH 04°37'08" WEST AND A CHORD DISTANCE OF 322.02 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHEASTERLY, THENCE SOUTHEASTERLY A DISTANCE OF 119.32 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 89°43'16", A RADIUS OF 76.20 FEET, A CHORD BEARING OF SOUTH 38°58'01" EAST AND A CHORD DISTANCE OF 107.50 FEET TO A POINT OF TANGENCY, THENCE SOUTH 83°49'39" EAST A DISTANCE OF 204.98 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY, THENCE SOUTHERLY A DISTANCE OF 225.28 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01°43'00", A RADIUS OF 7519.00 FEET, A CHORD BEARING OF SOUTH 07°20'24" WEST AND A CHORD DISTANCE OF 225.28 FEET TO A POINT OF TANGENCY, THENCE SOUTH 08° 11'55" WEST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID 15' WIDE BIKE PATH A DISTANCE OF 405.30 FEET TO THE POINT OF BEGINNING.

EXCEPT 15' BIKE PATH RIGHT-OF-WAY RECORDED IN OFFICIAL RECORDS BOOK 474, PAGES 820 THROUGH 823, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA,

PARCEL CONTAINING 25.9199 ACRES MORE OR LESS.

BEARINGS REFER TO THE MERCATOR GRID SYSTEM OF THE EAST ZONE OF FLORIDA AND LOCALLY REFERENCED TO THE EAST LINE OF THE SOUTHEAST QUARTER (1/4) OF GOVERNMENT SECTION 3, TOWNSHIP 12 SOUTH, RANGE 31 EAST, BEING NORTH 01° 13'06" WEST.

AND

GRAND HAVEN MARINA PARCEL 1: LOTS I, 2, 3, 4, 5, II, 12, 13 AND 17, TOGETHER WITH PART OF LOT 6, PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE 1, AS RECORDED IN MAP BOOK 29, PAGES 33 AND 34, AS PARTIALLY VACATED BY OFFICIAL RECORDS BOOK 1203 PAGE 170, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PART OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 31, EAST OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF PALM COAST PLANTATION PUD UNIT 2, AS RECORDED IN MAP BOOK 33, PAGES 54-61 OF SAID PUBLIC RECORDS SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE (A 200.00 FOOT

RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 18°24'09" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1,040.94 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 7,734.00 FEET; THENCE SOUTHERLY, ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1,415.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°09'29" EAST AND A CHORD DISTANCE 1,413.86 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 89°10'59" EAST, A DISTANCE OF 1,717.09 FEET; THENCE SOUTH 25°14'03" EAST, A DISTANCE OF 156.53 FEET; THENCE SOUTH 00°16'47" EAST, A DISTANCE OF 98.64 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE LEHIGH CANAL; THENCE SOUTH 00°16'47" EAST, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 82.17 FEET; THENCE SOUTH 20°18'43" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 105.38 FEET; THENCE NORTH 89°59'40" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 77.21 FEET; THENCE NORTH 78°58'54" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 46.21 FEET; THENCE NORTH 00°32'52" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 30.02 FEET; THENCE NORTH 89°11'31" EAST, CONTINUING ALONG SAID MEAN HIGH WATERLINE, A DISTANCE OF 135.05 FEET; THENCE DEPARTING SAID MEAN HIGH WATER LINE SOUTH 00°24'21" EAST, A DISTANCE OF 198.17 FEET; THENCE SOUTH 59°02'59" WEST, A DISTANCE 227.35 FEET TO THE NORTHEAST CORNER OF SAID LOT I, PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE I; THENCE SOUTH 00°46'14" EAST, ALONG THE EASTERLY LINE OF SAID LOTS 1,2 AND 3, A DISTANCE OF 776.70 FEET; THENCE SOUTH 46°38'27" EAST, A DISTANCE OF 161.39 FEET TO A POINT ON THE NORTHERLY LINE OF THE SEA RAY INDUSTRIES ENTRANCE DRIVE, ALSO BEING A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHWESTERLY, ALONG SAID DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 107.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 38°28'46" WEST AND A CHORD DISTANCE OF 107.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 33°35'53" WEST, CONTINUING ALONG SAID DRIVE, A DISTANCE OF 256.96 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 620.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 364.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°21'19" WEST AND A CHORD DISTANCE OF 359.59 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 67°35'40" WEST AND A CHORD DISTANCE OF 35.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ROBERTS ROAD, A VARIABLE RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE NORTH 22°24'07" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 245.11 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 209.47 FEET; THENCE NORTHERLY, ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 159.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°33'31" WEST AND A CHORD DISTANCE OF 155.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE, ALSO BEING A POINT OF THE EASTERLY RIGHT-OF-WAY LINE OF DOCKSIDE DRIVE, A VARIABLE RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE NORTH 21°17'06" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 559.96 FEET TO THE POINT OF CURVE, OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 790.00 FEET; THENCE NORTHERLY, CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 203.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°54'24" EAST AND A CHORD DISTANCE OF 202.88 FEET TO A POINT ON SAID CURVE; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 89°14'50" WEST, A DISTANCE OF 80.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID DOCKSIDE DRIVE, SAID POINT LYING ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 710.00 FEET; THENCE SOUTHERLY, ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 172.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14°19'04" WEST, AND A CHORD DISTANCE OF 172.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 21°17'06" WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 175.00 FEET TO THE MOST EASTERLY CORNER OF LOT 16 OF SAID PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE I; THENCE NORTH 40°05'55" WEST, LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTHEAST LINE OF SAID LOT 16, A DISTANCE OF 153.95



FEET TO THE SOUTHEAST CORNER OF LOT 14 OF SAID PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE I; THENCE NORTH 20°25'47" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 14, A DISTANCE OF 222.41 FEET; THENCE NORTH 68°56'49" WEST, CONTINUING ALONG SAID LOT 14, A DISTANCE OF 62.18 FEET; THENCE SOUTH 62°36'53" WEST, CONTINUING ALONG SAID LOT 14, A DISTANCE OF 76.11 FEET TO A POINT LYING ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 110.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID LOT 14 AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°20'22" WEST AND A CHORD DISTANCE OF 76.23 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 67°50'39" WEST, CONTINUING ALONG SAID LOT 14, A DISTANCE OF 181.56 FEET; THENCE SOUTH 37°54'38" WEST, CONTINUING ALONG SAID LOT 14, A DISTANCE OF 12.60 FEET TO A POINT LYING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 310.00 FEET; THENCE SOUTHEASTERLY, ALONG THE WESTERLY LINE OF SAID LOT 14 AND LOT 15 OF SAID PLAT, AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 389.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 16°07'51" EAST AND A CHORD DISTANCE OF 364.05 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHEASTERLY, CONTINUING ALONG SAID LOT 15 AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 54.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 19°21'15" EAST AND A CHORD DISTANCE OF 50.54 FEET TO A POINT OF CUSP, SAID POINT LYING ON THE AFOREMENTIONED NORTHEASTERLY RIGHT-OF-WAY LINE OF ROBERTS ROAD. SAID POINT ALSO LYING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,063.00 FEET; THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 541.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 73°08'13" WEST AND A CHORD DISTANCE OF 536.02 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 87°44'26" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 407.63 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY, CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 43°04'18" WEST AND A CHORD DISTANCE OF 70.30 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE AND A POINT ON THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE, SAID CURVE HAVING A RADIUS OF 7,734.00 FEET; THENCE NORTHERLY, ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1,283.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°09'30" WEST AND A CHORD DISTANCE OF 1,282.32 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER, ON, UPON AND ACROSS THE EASEMENT PROPERTY AS DESCRIBED IN THE NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT BY THE SCHOOL BOARD OF FLAGLER COUNTY FOR THE BENEFIT OF FLAGLER MARINE CENTER, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED IN O.R. BOOK 1166, PAGE 1002, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

AND

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OVER THE EASEMENT PROPERTY AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED IN O.R. BOOK 1646, PAGE 89 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

AND

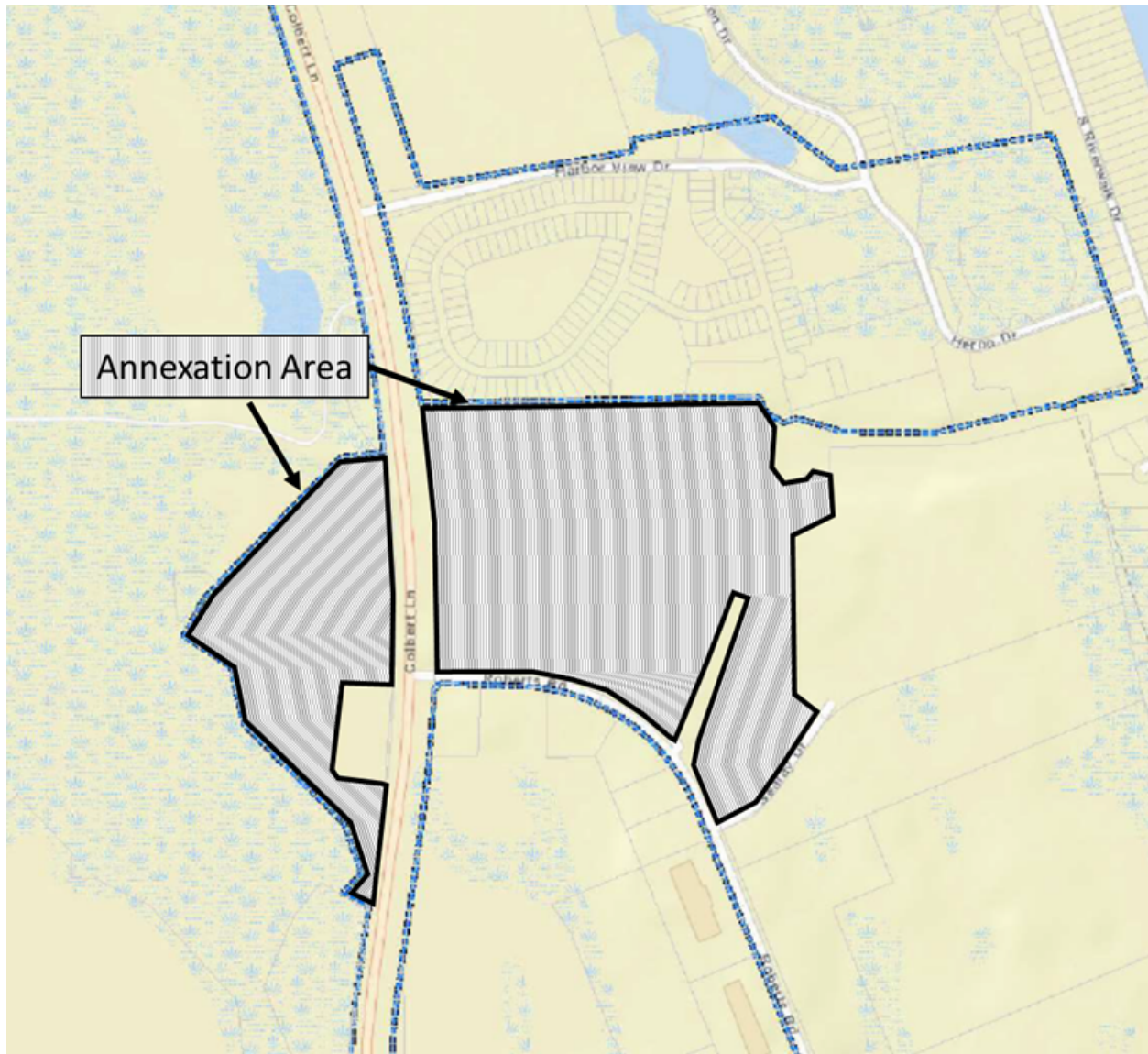
LOTS 14, 15 & 16, PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE I, A SUBDIVISION AS RECORDED IN MAP BOOK 29, PAGE 34, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH THAT PORTION OF LEHIGH COURT VACATED BY RESOLUTION 2005--07, DATED 01/18/2005 AND THAT PORTION OF DOCKSIDE DRIVE VACATED BY RESOLUTION 2005-07, DATED 01/18/2005, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 16, PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE I, AS THE POINT OF BEGINNING; THENCE S40°05'55"E ALONG THE EAST LINE OF SAID

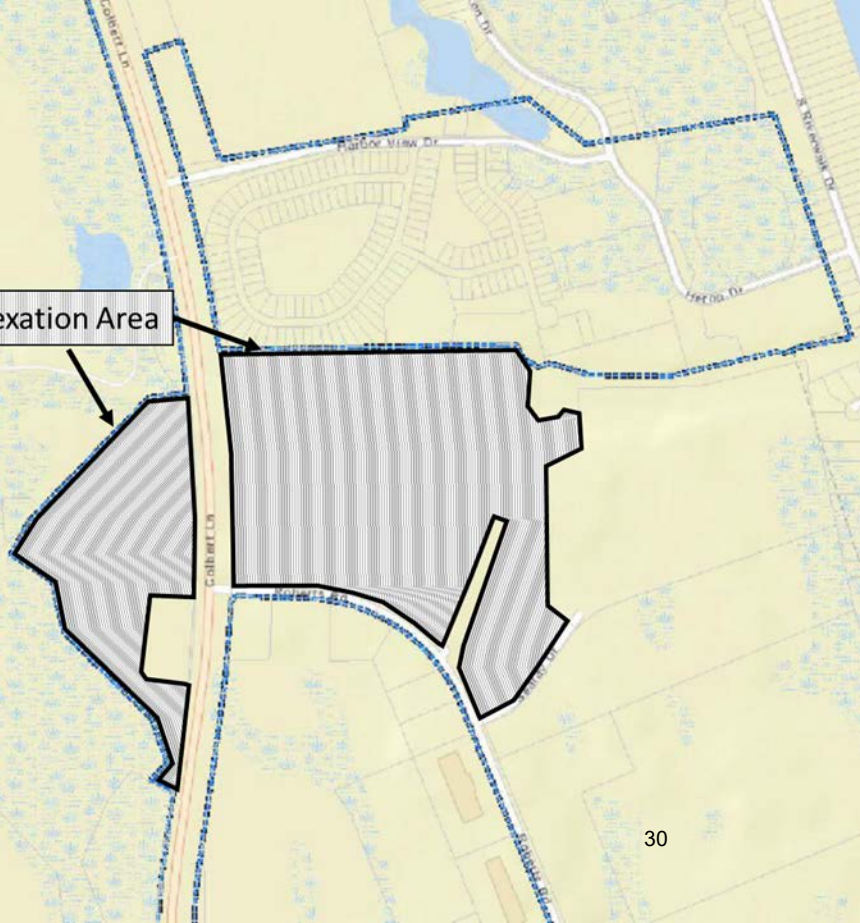
LOT 16, A DISTANCE OF 153.95' TO THE WESTERLY RIGHT-OF-WAY OF DOCKSIDE DRIVE (VARIABLE R/W), NOW VACATED; THENCE S68°31'16"E A DISTANCE OF 40.00' TO THE CENTERLINE OF DOCKSIDE DRIVE (VARIABLE R/W); THENCE ALONG SAID CENTERLINE S21°17'06"W A DISTANCE OF 195.53'; THENCE S21°20'59"W A DISTANCE OF 179.99', TO A POINT OF CURVATURE, SAID CURVE HAVING A CENTRAL ANGLE OF 28°26'35", A RADIUS OF 189.94', A DISTANCE OF 94.29', CHORD BEARING OF S35°30'34"W AND CHORD DISTANCE OF 93.33', TO A NON-TANGENT INTERSECTION WITH A CURVE ON THE NORTHERLY RIGHT-OF-WAY OF ROBERTS ROAD (80' R/W), THENCE ALONG SAID RIGHT-OF-WAY. FOLLOWING A CURVE, SAID CURVE HAVING A CENTRAL ANGLE OF 05°59'12", A RADIUS OF 1063.00', A DISTANCE OF 111.07', A CHORD BEARING OF N41°53'07"W AND CHORD DISTANCE OF 111.02', THENCE CONTINUING ALONG THE RIGHT-OF-WAY OF ROBERTS ROAD (80' R/W), FOLLOWING A CURVE, SAID CURVE HAVING A CENTRAL ANGLE OF 13°39'18", A RADIUS OF 1063.00'. A DISTANCE OF 253.34', A CHORD BEARING OF N51°41'01"W AND CHORD DISTANCE OF 252.74'; THENCE CONTINUING ALONG THE RIGHT-OF-WAY OF ROBERTS ROAD (80' R/W), FOLLOWING A CURVE, SAID CURVE HAVING A CENTRAL ANGLE OF 03°28'39", A RADIUS OF 1063.00', A DISTANCE OF 64.52'. A CHORD BEARING OF N60° 16'11"W AND A CHORD DISTANCE OF 64.51', TO A NON-TANGENT POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF ROBERTS ROAD (80' R/W) WITH THE CENTERLINE OF LEHIGH COURT (60' R/W), NOW VACATED; THENCE ALONG THE CENTERLINE OF LEHIGH COURT (60' R/W), NOW VACATED. FOLLOWING A CURVE, SAID CURVE HAVING A CENTRAL ANGLE OF 77°40'30", A RADIUS OF 280.00', A DISTANCE OF 379.59', A CHORD BEARING OF N13°15'04"W AND A CHORD DISTANCE OF 351.18'; THENCE N37°54'41"E ALONG A RADIAL EXTENSION A DISTANCE OF 30.00' TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF LEHIGH COURT (60' R/W), SAID POINT BEING THE NORTHWEST CORNER OF LOT 14, PALM COAST INTRACOASTAL INDUSTRIAL PARK. PHASE I; THENCE DEPARTING SAID RIGHT-OF-WAY OF LEHIGH COURT (60' R/W), NOW VACATED, N37°54'38"E A DISTANCE OF 12.60' ALONG THE NORTHERLY BOUNDARY LINE OF LOT 14; THENCE N67°50'39"E A DISTANCE OF 181.56' TO A NON-TANGENT INTERSECTION IN THE NORTH LINE OF LOT 14; THENCE ALONG A CURVE HAVING A CENTRAL ANGLE OF 40°32'48", A RADIUS OF 110.00', A DISTANCE OF 77.84', A CHORD BEARING OF N59°20'22"E AND CHORD DISTANCE OF 76.23' TO A NON-TANGENT INTERSECTION IN THE NORTH LINE OF LOT 14; THENCE N62°36'53"E A DISTANCE OF 76.11'; THENCE S68°56'49"E A DISTANCE OF 62.18'; THENCE S20°25'47"E A DISTANCE OF 222.41', TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN THAT PORTION OF LEHIGH COURT VACATED BY RESOLUTION 2005-07, DATED 01/18/2005.

**EXHIBIT “B”**  
**DEPICTION OF ANNEXATION AREA**



Annexation Area



## City of Palm Coast, Florida Agenda Item

Agenda Date: 01/15/2019

|   |   |                |
|---|---|----------------|
| <b>Department</b>   | CITY CLERK  | <b>Amount</b>  |
| <b>Item Key</b>   | 5662  | <b>Account</b> |
| <b>Subject</b>  | ORDINANCE 2019-XX AMENDING CHAPTER 2 ADMINISTRATION, ARTICLE 4 PLANNING AND LAND DEVELOPMENT REGULATION BOARD, SECTION 2-296, CREATION. |                |
| <b>Background :</b><br><br><b><u>UPDATE FROM THE JANUARY 8, 2019 WORKSHOP.</u></b> This item was heard by City Council at their January 8, 2019 Workshop. There were no changes suggested to this item.<br><br><b><u>ORIGINAL BACKGROUND FROM THE JANUARY 8, 2019 WORKSHOP:</u></b><br>In 2000, City Council adopted Ordinance 2000-39 creating the Planning and Land Development Regulation Board. Currently, City Council appoints seven (7) members to the PLDRB. Action by the PLDRB must be taken in a timely manner and absences from PLDRB meetings can result in the delay of consideration and ultimate action by the PLDRB due a lack of quorum.<br><br>Staff is recommending amending the code to include the addition of two alternate PLDRB members be appointed to the PLDRB to help ensure there is a quorum for PLDRB meetings and allow for the PLDRB to conduct its' business in a timely manner. |   |                |
| <b>Recommended Action :</b><br>Adopt Ordinance 2019-XX amending Chapter 2 Administration, Article 4 Planning and Land Development Regulation Board, Section 2-296, Creation.  |   |                |
|   |   |                |

**ORDINANCE 2019-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE 4, PLANNING AND LAND DEVELOPMENT REGULATION BOARD, SECTION 2-296, CREATION, OF THE *CODE OF ORDINANCES OF THE CITY OF PALM COAST*, TO CREATE TWO ALTERNATE MEMBERS FOR THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, City Council adopted Ordinance 2000-39 creating the Planning and Land Development Board (PLDRB); and

**WHEREAS**, action by the PLDRB must be taken in a timely manner and absences from PLDRB meetings can result in the delay of consideration and ultimate action by the PLDRB due a lack of quorum; and

**WHEREAS**, currently the PLDRM consists of 7 members that are appointed by City Council; and

**WHEREAS**, the addition of two alternate PLDRB members will help to ensure there is a quorum for PLDRB meetings and allow for the PLDRB to conduct its' business in a timely manner.

**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 SECTION 2-296, CREATION, OF THE *CODIFIED CODE OF ORDINANCES OF THE CITY OF PALM COAST*.** Section 2-296, subsection (c), *Creation*, of the *Code of Ordinances of the City of Palm Coast* is amended as follows, with deletions being shown in strikethrough and additions shown in underline:

\*\*\*

(c) ~~Membership, place of residence, terms of office. The board shall have seven members appointed by the City Council. No elected official or employee of the City government shall be appointed to serve on the board. The City Council shall appoint a Planning and Land Development Regulation Board with seven regular members and two alternate members. Alternate members shall vote only when a regular member is unable to attend a meeting, hear a particular case, or is absent during a vote at a meeting. Alternate~~



members may attend any meeting and sit without participating or voting unless they are required to vote as provided herein. No elected official or employee of the City government shall be appointed to serve on the board.

\*\*\*

**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 with this Ordinance are hereby repealed.

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

Approved on first reading this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Adopted on second reading after due public notice and hearing this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**CITY OF PALM COAST, FLORIDA**

ATTEST:

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

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

Approved as to form and legality

\_\_\_\_\_  
William Reischmann Jr. Esq.

Ordinance 2019-\_\_\_\_\_  
Page 2 of 2

## City of Palm Coast, Florida Agenda Item

Agenda Date: 1/15/2019

|  |   |                |
|--|---|----------------|
| <b>Department</b>  | PLANNING  | <b>Amount</b>  |
| <b>Item Key</b>  | 5594  | <b>Account</b> |
| <b>Subject</b>   | RESOLUTION 2019-XX APPROVING A MASTER SITE PLAN FOR “THE VENUE AT TOWN CENTER”, A 233 UNIT MULTI-FAMILY DEVELOPMENT PROJECT |                |
| <b>Background :</b><br>The creation of urban and residential style development is instrumental toward creating the mixed-use downtown vision planned for and anticipated in Town Center. Gulfstream Design Group, the applicant, acting as the agent for Florida Landmark Communities, owner of the subject property, has requested a Master Site Plan approval for a 233 unit multi-family development on 27.12 acres in Town Center.<br><br>The emphasis for the urban core of Town Center is towards integrated, well-designed mixed-use development, with a blend of residential, commercial, pedestrian, and civic uses. The applicant has submitted a proposed master site plan approval for a 233-unit multi-family development on approximately 27.12 acres of land located along Central Avenue, east and adjacent to the Epic Theatre in the urban core portion of the Town Center Master Planned Development.<br><br>The proposed master site plan for the urban core area of Town Center is envisioned as a concentration of urban-style development and uses, where residents can live, work, and play, and be within proximity to these activities.<br><br>This application offers the opportunity to create several, urban style residential living options in the urban core of Town Center. It includes four different building types in a planned mix of five multi-family residential buildings, and six carriage buildings. This is the second proposed project in the City’s newly-created Innovation District and thus, will become the second project to be eligible for Innovation District tax credits.<br><br>On December 19, 2018, the Planning Land Development Regulation Board voted (4-0) to recommend that the City Council approve the Master Site Plan for this development. |   |                |
| <b>Recommended Action :</b><br>Adopt Resolution 2019-XX approving a master site plan for “The Venue at Town Center,” a 233-unit multi-family development project.  |   |                |
|  |   |                |



**RESOLUTION 2019-\_\_\_\_**  
**MASTER SITE PLAN**  
**THE VENUE AT TOWNCENTER**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A MASTER SITE PLAN FOR 27.12 ACRES LOCATED AT 1465 CENTRAL AVENUE PALM COAST FLORIDA; PROVIDING FOR AUTHORIZATION TO EXECUTE THE DEVELOPMENT ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast, as the governing body of the City, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes and the City of Palm Coast Unified Land Development Code, is authorized and empowered to consider applications relating to zoning; and

**WHEREAS**, the public hearing requirements, as provided for in Chapter 2 (Review Authority, Enforcement, and Procedures) of the City of Palm Coast Unified Land Development Code have been satisfied; and

**WHEREAS**, Gulfstream Design Group, acting as the agent for Florida Landmark Communities, owner of the subject property, has requested Master Site Plan approval for 233 multifamily units on 27.12 acres in Town Center; and

**WHEREAS**, the City of Palm Coast Planning and Land Development Regulation Board (PLDRB) acting as the City's Local Planning Agency, considered the proposed Master Site Plan on December 19, 2018 and voted to recommend that the City Council approve of the proposed Master Site Plan.

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

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

The above recitals are hereby adopted as administrative findings of the City Council of the City of Palm Coast.

**SECTION 2. APPROVAL OF MASTER SITE PLAN.**

The City Council of the City of Palm Coast hereby approves the terms and conditions of the Master Site Plan, as attached hereto and incorporated herein by reference as Exhibit “A.”

**SECTION 3. AUTHORIZATION TO EXECUTE.**

The Mayor, or designee, is hereby authorized to execute the necessary documents.

**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 actions taken in this Resolution.

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

**DULY PASSED** and approved by the City Council of the City of Palm Coast, Florida, on this 15th day of January 2019.

**DULY ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 15th day of January, 2019.

*ATTEST:*

**CITY OF PALM COAST, FLORIDA**

\_\_\_\_\_  
Virginia Smith, City Clerk

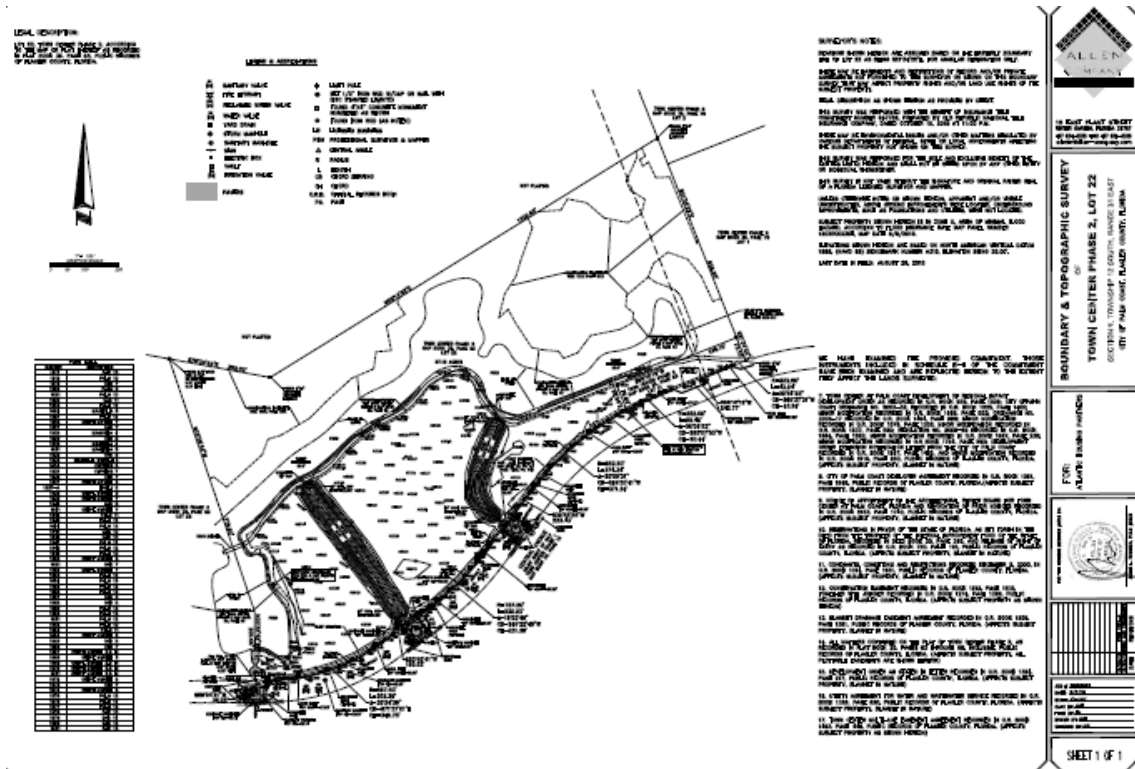
\_\_\_\_\_  
Milissa Holland, Mayor

Approved as to form and legality by:

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

# **EXHIBIT A** **LEGAL DESCRIPTION**

PARCEL ID 06-12-31-5825-00000-0220



TOWN CENTER PHASE 2 MP 35 PAGE 63 LOT 22.



Prepared By:  
Information:  
Community Development Department  
City of Palm Coast  
160 Lake Avenue, Suite 135  
Palm Coast, FL 32164

Reserved for Recording

Return To:  
City Clerk  
City of Palm Coast  
160 Lake Avenue, Suite 225  
Palm Coast, FL 32164

**CITY OF PALM COAST**  
**DEVELOPMENT ORDER**  
**APPROVAL**  
**MASTER SITE PLAN, LOT 22/ THE VENUE MULTI-FAMILY**  
**APTS/TOWN CENTER PHASE II/TRACT 3**

On January 15, 2019, the City of Palm Coast issued this Development Order relating to and touching and concerning the following described property:

*Lot 22, Town Center Phase 2, According to the Map or Plat Thereof as Recorded in Plat Book 35, Page 63, Public Records of Flagler County, Florida.*

(The aforescribed property description has been provided to the City of Palm Coast by the owner of the aforescribed property.)

**FINDINGS OF FACT**

|                        |   |
|------------------------|---|
| <b>Property Owner:</b> | <b>FLORIDA LANDMARK COMMUNITIES LLC<br/>30 W SUPERIOR STREET<br/>ALLETE GENERAL ACCOUNTING<br/>DULUTH, MN 55803</b> |
| <b>Project Name:</b>   | <b>LOT 22/ THE VENUE MULTI-FAMILY APTS/TOWN<br/>CENTER PHASE II/TRACT 3</b>   |
| <b>Project No.:</b>    | <b>2018090073</b>   |

**Application Type: MASTER SITE PLAN**

**Application No. 3774**

**Requested Development Approval: Site Plan Approval for (in accordance with stamped approved plans as reflected in Development Conditions provided below)**

**Zoning Classification: MPD (Master Planned Development)**

**Parcel No.: 06-12-31-5825-00000-0220**

**Parcel Acreage: 27.16**

**Site Square Footage: 1,183,154**

### **DEVELOPMENT CONDITIONS**

**Total Bldg. Square Footage: 97,541**

**Number of Bldgs. - S.F. per Bldg: 6**

**Bldg. 1 (9,936 s.f. : 30 Units); Bldg. 2 (15,180 s.f. : 39 Units); Bldg. 3 (15,180 s.f. : 39 Units) Bldg. 4 (9,936 s.f. : 30 Units); Bldg. 5 (33,584 s.f. : 83 Units)**

**Number of Carriage Bldg. - S.F. per Bldg.: 6**

**Carriage Bldg. (6/1,848 = 11,088; 2 units each)**

**Clubhouse S.F. (2,637)**

**Total Units: 233**

**Building Height: Bldg. 1-4 (48'-4") and Bldg. 5 (58')**

**Parking Provided/Use: 400 spaces to include 17 ADA parking spaces and 81 on-street spaces per agreement with owner.**

**ISR: 56.75%**

**FAR: 76%**

**Open Space S.F.: 143,423**

### **CONCLUSIONS OF LAW**

The Development Approval sought is consistent with the *City of Palm Coast Comprehensive Plan* and will be developed consistent with and in compliance to 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.

The Owners have expressly agreed to be bound by and subject to the development conditions and commitments stated below and have covenanted and agreed to have such conditions and commitments run with, follow, and perpetually burden the aforescribed property.

## **ORDER**

### **NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:**

- (1) The aforementioned application for Development Approval is **GRANTED**.
- (2) All development of the property shall fully comply with all of the codes and ordinances in effect in the City of Palm Coast at the time of issuance of a development order and/or development permit, including but not limited to, all impact fee ordinances.
- (3) This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or in part by action of the City of Palm Coast by virtue of a document of equal dignity herewith. The Owners have expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.
- (4) The terms and provisions of this Order are not severable and in the event any portion of this Development Order shall be found to be invalid or illegal then the entire Development Order shall be null and void.
- (5) This Master Site Plan Development Order shall act as the controlling document for a development however; site plans can allow up to a 25 percent accumulative design change from the Master Plan. No deviation from the Land Development Code requirements may be approved during City staff review process.
- (6) Technical Site Plan Development Order required prior to development.

**Done and Ordered on the date first written above.**

**As approved and authorized for execution by the**

**City Council of the City of Palm Coast, at their regularly scheduled meeting of .**

**Attest:**

**City Of Palm Coast, Florida**

---

Virginia Smith, City Clerk

---

Melissa Holland, Mayor

\_\_\_\_ Sign and Record



**Development Order Affidavit**  
**OWNER'S/APPLICANT'S CONSENT AND COVENANT:**

Project Name: LOT 22/ THE VENUE MULTI-FAMILY APTS/TOWN CENTER  
PHASE II/TRACT 3  
Project No.: 2018090073  
Application No.: 3774  
Parcel No.:06-12-31-5825-00000-0220

**COMES NOW**, FLORIDA LANDMARK COMMUNITIES LLC, the Owner on behalf of itself and its successors, assigns and transferees of any nature, whatsoever, and consents to and agrees with the covenants to perform and fully abide by the provisions, terms, and conditions, and commitments set forth in this Development Order. Affiant states that he/she accepts the findings, as outlined in this Development Order, and further states that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing the said Development Order for LOT 22/ THE VENUE MULTI-FAMILY APTS/TOWN CENTER PHASE II/TRACT 3:

ATTEST:

FLORIDA LANDMARK  
COMMUNITIES LLC  
30 W SUPERIOR STREET  
ALLETE GENERAL ACCOUNTING  
DULUTH, MN 55803

\_\_\_\_\_  
Attesting Corporate Official

\_\_\_\_\_  
Authorized Signer

**ACKNOWLEDGEMENT**

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ of FLORIDA LANDMARK COMMUNITIES LLC who is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and did/did not take an oath.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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



**Community Development Department  
January 15, 2019**

**OVERVIEW**

---

|                             |   |
|-----------------------------|---|
| Project Name:               | The Venue at Town Center                |
| Application Number:         | 3774                                    |
| Applicant/agent:            | Gulfstream Design                       |
| Property Owner:             | Florida Landmark Communities LLC        |
| Location:                   | Central Avenue, Urban Core, Town Center |
| Real Estate ID #:           | 06-12-31-5825-00000-0220                |
| Current FLUM designation:   | DRI-Mixed Use                           |
| Current Zoning designation: | Master Planned Development (MPD)        |
| Current Use:                | Vacant                                  |
| Size of subject property:   | 27.12 +/- acres                         |

**REQUESTED ACTION:**

Planning Staff and the Planning and Land Development Regulations Board (PLDRB) recommends that the City Council approval of Application #3774, Master Site Plan aka "the Venue" a 233-unit multifamily development located in the Town Center Master Planned Development. Approval of a master plan development authorizes an applicant to continue with the preliminary plat or technical site plan review process.

**ANALYSIS**

This application is a proposed master site plan for the Urban Core area of Town Center. The Urban Core area of Town Center is envisioned as a concentration of urban-style development and uses, where residents can live, work and play, within proximity to these activities. The emphasis for the Urban Core of Town Center is toward integrated, well-designed mixed-use development, with a blend of residential, commercial, pedestrian and civic uses.

The applicant has submitted for a master site plan approval for a 233-unit multifamily development on approximately 27.12 acres of land located along Central Avenue, east and adjacent to the Epic Theatre in the Urban Core portion of the Town Center Master Planned Development.

This application offers the opportunity to create a unique, urban style residential living option in the Urban Core of Town Center. It includes four different building types in a planned mix of five multifamily residential buildings, and six carriage buildings. This application is the second proposed project in the City's newly-created Innovation District. Well-integrated urban and residential style development is key toward creating the mixed-use fabric and downtown style of living planned for and anticipated in the City's Town Center.

The proposed development consists of four 3- story apartment buildings, one four story building six two unit carriage houses and one clubhouse. This development is the second residential application for the Urban Core area of Town Center, within the City's newly designated Innovation District.

The master plan project is considered a "Major" (Tier 3) development, requiring approval by the PLDRB and the City Council.

#### SITE DEVELOPMENT PLAN SUMMARY:

|                               |  |
|-------------------------------|--|
| □ TOTAL SITE ACREAGE:         | 27.12 +/- acres  |
| □ TOTAL WETLAND & BUFFER      | 15.96 +/- acres  |
| □ NUMBER OF NEW BUILDINGS:    | 5 multifamily buildings, 6 carriage house buildings & a clubhouse. |
| □ TOTAL UNITS:                | 233 units  |
| □ MAXIMUM HEIGHT:             | 80 ft. (55.3" proposed)  |
| □ MAXIMUM IMPERVIOUS COVERAGE | 85% (56.73% net proposed)  |

#### BACKGROUND

The property under development review is 27.12 acres aka Parcel # 06-12-31-5825-00000-0220 the property is zoned Master Planned Development and the FLUM is DRI-Mixed Use. The project is designed with four different building types – 2 3-story apartments of 30 units, 2 3 story apartments of 39 units, 1 4-story apartment buildings of 83 units including 33 three bedroom units, and 6 2-unit carriage houses for a total of 12 carriage units. Access to the project is proposed via two existing curb cuts on Central Avenue. The site plan also includes a clubhouse and dog park.

#### LAND USE AND ZONING INFORMATION

The following tables summarize the general existing and proposed land use and zoning information:

**USE SUMMARY TABLE**

| CATEGORY:                  | EXISTING:                  | PROPOSED:                  |
|----------------------------|----------------------------|----------------------------|
| Future Land Use Map (FLUM) | DRI-Mixed Use              | DRI-Mixed Use              |
| Zoning District            | Master Planned Development | Master Planned Development |
| Use                        | Vacant land                | 233-units                  |
| Acreage                    | 27.12 +/- acres            | 27.12 +/- acres            |

|                                  |  |   |
|----------------------------------|--|---|
| Proposed Building Square Footage | Vacant   | Building 1 – 9,936 SF<br>Building 2 – 15,180SF<br>Building 3 – 15,180 SF<br>Building 4 – 9,936 SF<br>Building 5 – 33,584 SF<br>Clubhouse 2,637 SF<br>Carriage House (typ. Unit 924) SF) 6 2-unit buildings for a total of 11,088 SF |
| Access                           | Via two existing curb cuts onto Central Drive. | Via two existing curb cuts onto Central Drive.  |

### SURROUNDING ZONING AND FLUM CATEGORIES

| Direction | FLUM Category  | Zoning District |
|-----------|----------------|-----------------|
| North     | DRI- Mixed Use | Town Center MPD |
| South     | DRI- Mixed Use | MPD             |
| East      | DRI- Mixed Use | Town Center MPD |
| West      | DRI- Mixed Use | Town Center MPD |

### SITE DEVELOPMENT REQUIREMENTS:

Site development for the property must be in accordance with the requirements of the City of Palm Coast Land Development Code, and must comply with the city's Comprehensive Plan as well as Building Codes. The following tables summarize the basic development standard requirements and corresponding proposed development criteria, with which the application complies:

### SITE DEVELOPMENT REQUIREMENTS

| Criteria (per LDC)                                       | Required                                    | Provided   |
|--|---|--|
| Min. Lot Size  | 2,000 sq. ft.                               | 27.17 acres  |
| Min. Lot Width   | 25 ft.                                      | Approximate 1700 SF +/- ft.  |
| Max. Impervious Coverage                                 | 95 %  | 56.75 % net  |
| Max. Bldg. Height  | 50 ft.                                      | 48.4' to 58''ft.   |
| Min. Building Setbacks                                   | Front: 12 ft.<br>Rear: 0 ft.<br>Side: 0 ft. | Front: 20'<br>Rear: 118'<br>Side : 14.3'   |
| Parking Spaces (min.):<br>82 units x .75 spaces per unit | 167   | 400 spaces per Ordinance # 2018-18, including 81 on street parking spaces allocated by the Master developer. |

## MASTER SITE PLAN PROCESS

The master site plan application process is specified in Chapter 2, Section 2.10 of the Unified Land Development Code (LDC). This review process is intended to ensure that site development takes place in an orderly and efficient manner through a process that provides adequate review based on the size and complexity of the proposed development. Master site plan approval allows this project to proceed to technical site plan.

The purpose of final site plan review is to ensure compliance with all development regulations. The review is based on conformance to Code and the Town Center MPD. Once a Development Order is issued, the developer may file for Technical Site Plan approval and then a construction plan. Approval of the construction plans and final technical specifications will result in the final development order. This approval authorizes an applicant to apply for a building permit.

The application incorporates a review/approval process coordinated by and through City staff, and the PLDRB and in this instance, the City Council based upon the scale of development. As provided in Table 2-1 of Sec. 2.04 of the LDC, residential projects over 100 units are classified as Major projects, thus the scale of this development requires approval from the PLDRB and the City Council

Section 2.10.04 of the LDC establishes the review criteria for a master site plan.

| Review Criteria  | Comments  |
|--|---|
| <b>1.Logic of design</b>                               | The project creates a mix of living options within a residential development on Central avenue within the Urban Core of Town Center. These living options include apartments, carriage house units, and a limited number of "age-restricted" units.   |
| <b>2.Internal Consistency</b>                          | The development is designed as one unified, integrated project although it contains several distinct building types and living options.   |
| <b>3. Impact on neighboring sites</b>                  | The project is in the heart of Town Center, its urban core, where intense development has been planned for and where infrastructure exists.   |
| <b>4. Internal vehicle and pedestrian connectivity</b> | The location of the Venue is adjacent to the Town Center multiuse path which is based on a system of planned pedestrian connectivity. The applicant has endeavored to provide pedestrian connectivity onsite as well, including a pedestrian bridge to maintain a connection between the central western portion of the site and the eastern part of the lot. |
| <b>5. Public benefit from the project</b>              | This proposal will include a range of housing units. These units are needed to provide housing options for a multitude of needs in this community, including workforce housing, age restricted housing and housing for singles and young families.  |

Prior to approval of a Development Order for a Site Plan, the proposed project must be evaluated for conformance with the requirements of LDC Chapter 2, Section 2.05.05, which provides criteria that must be met to issue approval. The proposed project has been evaluated against the review criteria as directed by the LDC, which states: *When reviewing a development order application, the approval authority shall determine whether sufficient factual data was presented in order to render a decision. The decision to issue a development order shall be based upon the following, including but not limited to:*

***A. The proposed development must not be in conflict with or contrary to the public interest;***

**Planning Staff Finding:** The proposed development is not in conflict with or contrary to the public interest, as the specified land use is consistent with the City's LDC and Comprehensive Plan and the Urban Core requirements of the Town Center MPD.

It is staff's general understanding that the existing inventory of available multifamily options does not meet current market demand for the workforce needs of this community.

The proposed 233-unit multifamily will offer at least four different new housing types in this portion of the Urban Core in the newly-created Town Center Innovation District.

***B. The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;***

**Planning Staff Finding:** The request is consistent with the Comprehensive Plan. The following are applicable goals, policies and objectives that the project supports:

- **Comprehensive Plan Chapter 1, Future Land Use Element, Goal 1.1:** Preserve the character of residential communities, prevent urban sprawl and protect open space and environmental resources, while providing a mix of land uses, housing types, services, and job opportunities in mixed use centers and corridors.
- **Comprehensive Plan Chapter 1, Future Land Use Element, Objective 1.1.1 (C) Mixed Use:** This FLUM designation represents existing and future mixed use corridors and employment centers throughout the City that provide general retail, professional services and office. A blending of residential uses and institutional uses is also allowed in this designation. The Mixed Use designation is intended to provide opportunities for residents to work, shop, engage in recreational activities, and attend school and religious activities in reasonable proximity to residential dwellings.
- **Comprehensive Plan Chapter 1, Future Land Use Element, Goal 1.3:** Adequate Public Facilities and Concurrency: The City shall ensure that public facilities and services are adequate to provide for the health, safety, and welfare of the public and are provided concurrent with the impacts of development.
- **Chapter 2-Transportation Element: Goal 2.2 Increased Interconnectivity; Policy 2.2.2.1** – Through the development review process, the City shall ensure that developers construct connections that link residential areas, recreational facilities, and commercial developments to reduce traffic on collector and arterial roadways.
- **Chapter 2-Transportation Element: Goal 2.2 Increased Interconnectivity; Policy 2.2.2.4** – The City shall continue to enforce requirements for bicycle and

pedestrian interconnectivity between residential developments and adjacent commercial developments as a means of reducing traffic on collector and arterial roadways.

- **Chapter 3-Housing Element: Objective 3.4.1 Diversity in Housing Opportunities; Policy 3.4.1.1** – Through the FLUM and zoning district regulations of the LDC, the City shall make provisions to supply land that can be developed with various types of residential uses, including single-family homes of various sizes, duplexes, multi-family dwellings, and residential units in mixed use developments.
- **Town Center MPD** – Town Center will function as an urban center for the City, Flagler County and the surrounding area.
- **Town Center MPD** – Will include sites for a combination of mixed uses, including the following: retail, office, governmental, civic, cultural, lodging, food service, institutional, entertainment, outdoor public gatherings, residential apartments and other living opportunities.

***C. The proposed development must not impose a significant financial liability or hardship for the City;***

**Planning Staff Findings:** The proposed development does not impose a significant financial liability or hardship for the City. The project will meet the MPD and the City's concurrency requirements.

***D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;***

**Planning Staff Finding:** The proposed development poses no unreasonable hazard, nuisance, nor does it constitute a threat to the general health, welfare, or safety of the City's inhabitants. All improvements will be newly constructed and/or developed in compliance with the relevant LDC, Building Code and other agency requirements.

***E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes;***

**Planning Staff Finding:** For the project to proceed, the applicant is required to submit plans and permit applications as required to the various agencies having jurisdiction, and shall meet all requirements of other applicable local, state and federal laws, statutes, ordinances, regulations and codes.

#### **PUBLIC PARTICIPATION**

No Neighborhood meeting or public notice was required for this application.

#### **SUMMARY OF FINDINGS**

After review and evaluation of the proposed project for conformance with the requirements of the City of Palm Coast LDC and Comprehensive Plan, staff finds that the proposed Master Site Plan can meet the requirements of TIER 3 Technical Site Plan approval. The master site plan process recognizes that up to 25% cumulative design change may be necessary after further engineering.

## **RECOMMENDATION**

Planning Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that the City Council approve of Application #3774, Master Site Plan aka “the Venue” a 233-unit multifamily development located in the Town Center Master Planned Development.





## Location Map (Large Scale)



Subject Site

Feet 0 500 1,000



Creation Date:  
12/10/2018



Map Provided By:  
GIS Division

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.





## Location Map (Small Scale)



Subject Site

Feet 0 600 1,200



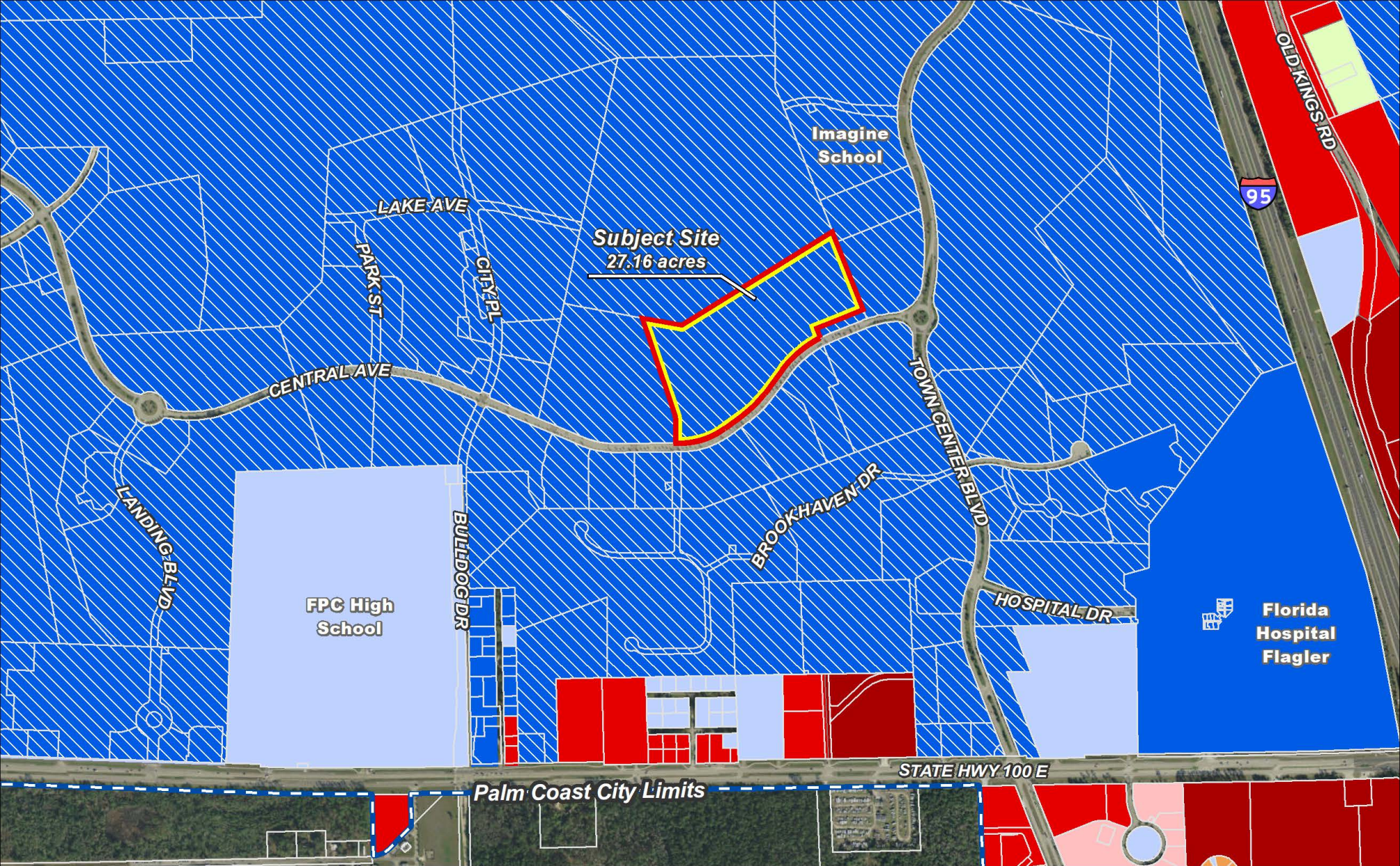
Creation Date:  
12/10/2018












Map Provided By:  
GIS Division

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.





## Existing Zoning Map

- |   |   |   |   |
|---|---|---|---|
|  Subject Site |  EST-1 |  PSP   |  MPD Post 11-16-08 Designation |
|  COM-2        |  OFC-1 |  SFR-2 |  MPD Pre 11-16-08 Designation  |
|  COM-3        |   |   |   |

Feet 0 600 1,200



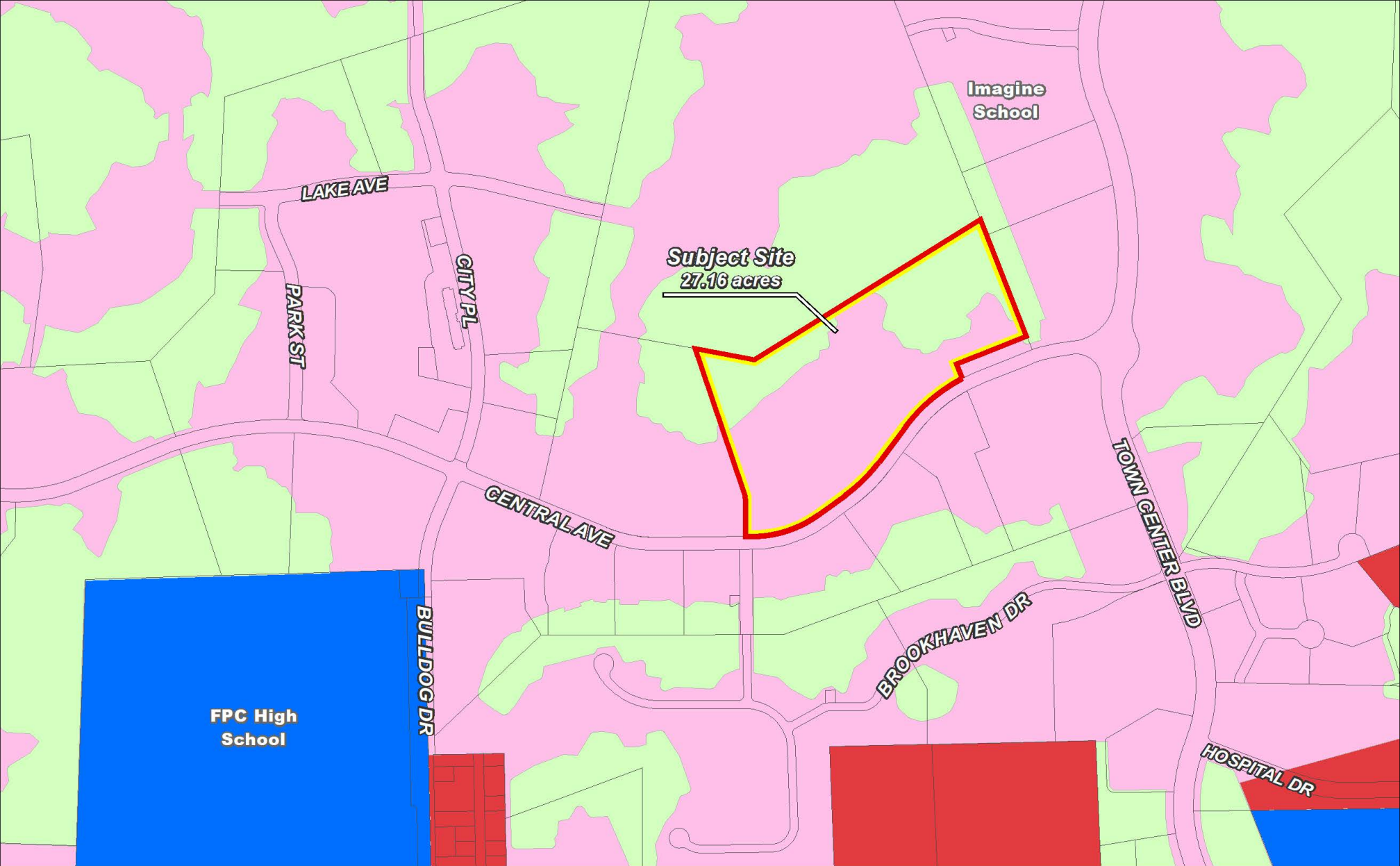
Creation Date:  
12/10/2018



Map Provided By:  
GIS Division

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.





# **Future Land Use Map**

- Subject Site
- DRI-Urban Core
- Mixed Use
- Conservation
- Institutional

Feet 0 500 1,000



**Creation Date:**  
12/10/2018



**Map Provided By:**  
GIS Division

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.



EXTERIOR COLORS BASED ON SHERWIN WILLIAMS PAINT



SW 7006 EXTRA WHITE



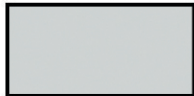
SW 7016 MINDFUL GRAY



SW 7612 MOUNTAIN STREAM



SW 6235 FOGGY DAY



SW 6232 MISTY



1 FRONT ELEVATION OF BUILDING NO'S. 1, 4 & 5  
SCALE: 1" = 1/8"=1'-0"



2 REAR ELEVATION OF BUILDING NO'S. 1, 4 & 5  
SCALE: 1" = 1/8"=1'-0"

| REVISIONS |  |
|-----------|--|
|           |  |
|           |  |
|           |  |
|           |  |
|           |  |
|           |  |
|           |  |
|           |  |
|           |  |



**SLOCUM PLATTS**  
ARCHITECTS, P.A.

RANDALL J. SLOCUM A/E 13350 WILLIAM P. PLATTS A/E 13262  
670 NORTH ORLANDO AVENUE, SUITE 1001 MAITLAND, FL 32751  
TEL. (407) 645-3019 FAX (407) 645-2771  
WWW.SLOCUMPLATTS.COM

WILLIAM P. PLATTS ARCHITECT

FRONT AND REAR ELEVATIONS

VENUE AT PALM COAST  
TOWN CENTER APARTMENTS  
PALM COAST  
FLORIDA

|         |          |
|---------|----------|
| DRAWN   | CAD      |
| CHECKED | WFF      |
| DATE    | 11/6/18  |
| SCALE   | AS NOTED |
| JOB NO. | 18-033   |
| SHEET   | A6.8a    |



EXTERIOR COLORS BASED ON SHERWIN WILLIAMS PAINT



SW 7006 EXTRA WHITE



SW 7016 MINDFUL GRAY



SW 7612 MOUNTAIN STREAM



SW 6235 FOGGY DAY



SW 6232 MISTY



1 FRONT ELEVATION OF BUILDING NO'S. 2 & 3  
SCALE: 1" = 3/32"=1'-0"



2 REAR ELEVATION OF BUILDING NO'S. 2 & 3  
SCALE: 1" = 3/32"=1'-0"

| REVISIONS |  |
|-----------|--|
|           |  |
|           |  |
|           |  |
|           |  |
|           |  |
|           |  |
|           |  |
|           |  |
|           |  |

**SLOCUM PLATT'S**  
ARCHITECTS, P.A.

*SP*

WILLIAM P. PLATT'S ARCHITECTS

RANDALL J. SLOCUM AR 13390 WILLIAM P. PLATT'S AR 13262  
670 NORTH ORLANDO AVENUE, SUITE 1001 MAITLAND, FL 32751  
TEL. (407) 645-3019 FAX (407) 645-2771  
WWW.SLOCUMPLATT'S.COM

FRONT AND REAR ELEVATIONS

VENUE AT PALM COAST  
TOWN CENTER APARTMENTS  
PALM COAST  
FLORIDA

DRAWN  
CAD  
CHECKED  
WPF  
DATE  
11/6/18  
SCALE  
AS NOTED  
JOB NO.  
18-0333  
SHEET

A6.9a



EXTERIOR COLORS BASED ON SHERWIN WILLIAMS PAINT



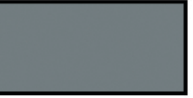
SW 7006 EXTRA WHITE



SW 7016 MINDFUL GRAY



SW 7612 MOUNTAIN STREAM



SW 6235 FOGGY DAY



SW 6232 MISTY



1 FRONT ELEVATION OF BUILDING 5  
SCALE: 1" = 3/32" = 1'-0"



2 FRONT ELEVATION OF BUILDING 5 (CONT.)  
SCALE: 1" = 3/32" = 1'-0"



3 RIGHT SIDE ELEVATION OF BUILDING 5  
SCALE: 1" = 3/32" = 1'-0"

| REVISIONS |  |
|-----------|--|
|           |  |
|           |  |
|           |  |
|           |  |
|           |  |
|           |  |
|           |  |
|           |  |
|           |  |

SLOCUM PLATTS  
ARCHITECTS, P.A.

RANDALL J. SLOCUM AR 13350 WILLIAM P. PLATTS AR 13252  
670 NORTH ORLANDO AVENUE, SUITE 1001 MAITLAND, FL 32751  
TEL. (407) 645-3019 FAX (407) 645-2771  
WWW.SLOCUMPLATTS.COM

*GP*

WILLIAM P. PLATTS ARCH 3/22

EXTERIOR ELEVATIONS  
VENUE AT PALM COAST  
TOWN CENTER APARTMENTS  
PALM COAST  
FLORIDA

|         |          |
|---------|----------|
| DRAWN   | CAD      |
| CHECKED | WFP      |
| DATE    | 11/6/18  |
| SCALE   | A9 NOTED |
| JOB NO. | 18-033   |
| SHEET   | A6.10a   |



[illegible]

SLOCUM PLATTS  
ARCHITECTS, P.A.

RANDALL J. SLOCUM AR 13350 WILLIAM P. PLATTS AR 13262  
670 NORTH ORLANDO AVENUE, SUITE 1001 MAITLAND, FL 32751  
TEL (407)645-3019 FAX (407)645-2771  
WWW.SLOCUMPLATTS.COM

WILLIAM P. PLATT ARB262

## EXTERIOR ELEVATIONS

VENUE AT PALM COAST  
TOWN CENTER APARTMENTS  
PALM COAST  
FLORIDA

|          |
|----------|
| DRAWN    |
| CAD      |
| CHECKED  |
| WPP      |
| DATE     |
| 11/6/18  |
| SCALE    |
| AS NOTED |
| JOB NO.  |
| 18-0033  |
| SHEET    |

**A6.10b**



# EXTERIOR COLORS BASED ON SHERWIN WILLIAMS PAINT



SW 7006 EXTRA WHITE



SW 7016 MINDFUL GRAY



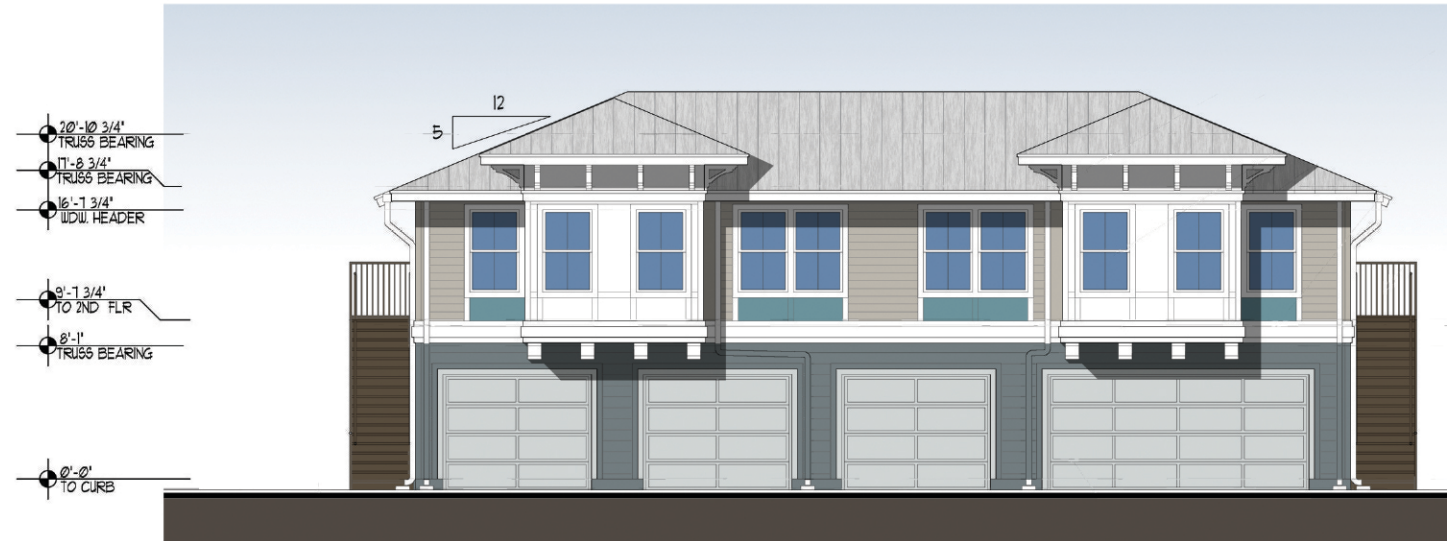
SW 7612 MOUNTAIN STREAM



SW 6235 FOGGY DAY

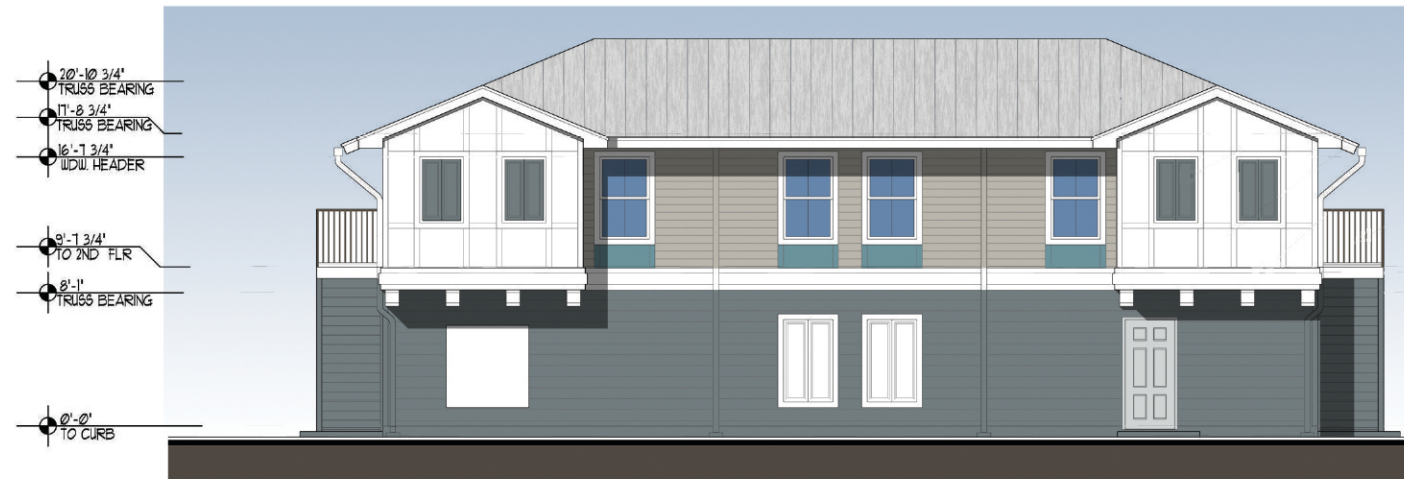


SW 6232 MISTY



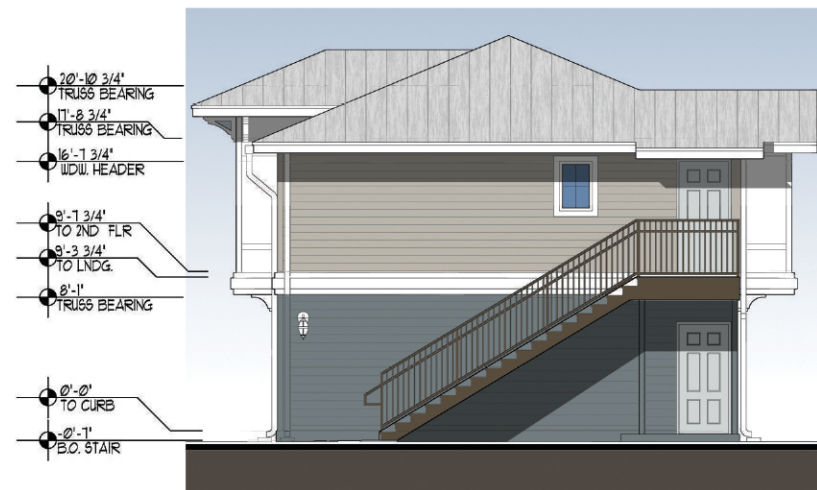
1 'CARRIAGE B' - EXTERIOR FRONT ELEVATION  
SCALE: 3/16" = 1'-0"

X-ELEV L-X-a



2 'CARRIAGE B' - EXTERIOR REAR ELEVATION  
SCALE: 3/16" = 1'-0"

X-ELEV L-X-a



3 'CARRIAGE B' - EXTERIOR SIDE ELEVATION  
SCALE: 3/16" = 1'-0"

X-ELEV L-X-a



4 'CARRIAGE B' - EXTERIOR SIDE ELEVATION  
SCALE: 3/16" = 1'-0"

X-ELEV L-X-a

## REVISIONS

SLOCUM PLATTS  
ARCHITECTS, P.A.

RANDALL J. SLOCUM, AIA, 13355 WILLIAM P. PLATTS, AIA, 13352  
670 NORTH ORLANDO AVENUE, SUITE 1001, MAITLAND, FL 32751  
TEL: (407) 645-3019 FAX: (407) 645-2771  
WWW.SLOCUMPLATTS.COM



WILLIAM P. PLATTS, AIA, 13352

'CARRIAGE B' EXTERIOR ELEVATIONS

VENUE AT PALM COAST  
TOWN CENTER APARTMENTS

PALM COAST, FLORIDA

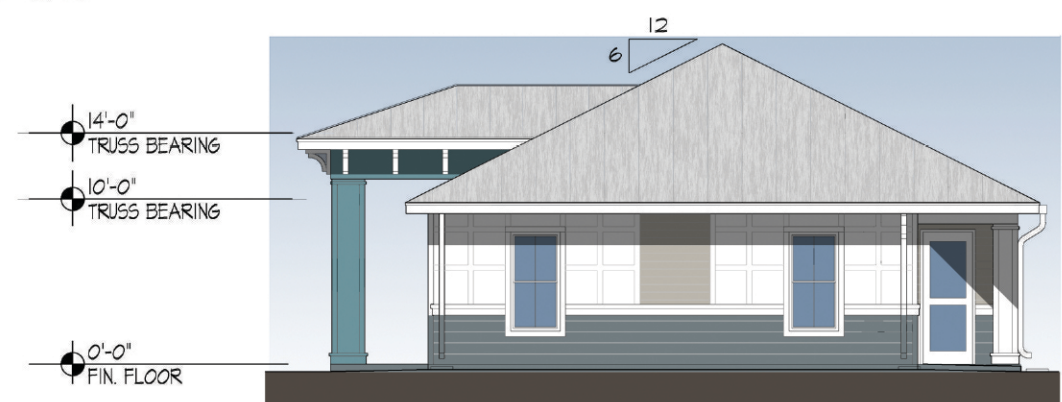
DRAWN  
CAD  
CHECKED  
WFP  
DATE  
11/6/18  
SCALE  
AS NOTED  
JOB NO.  
18-033  
SHEET

A6.7





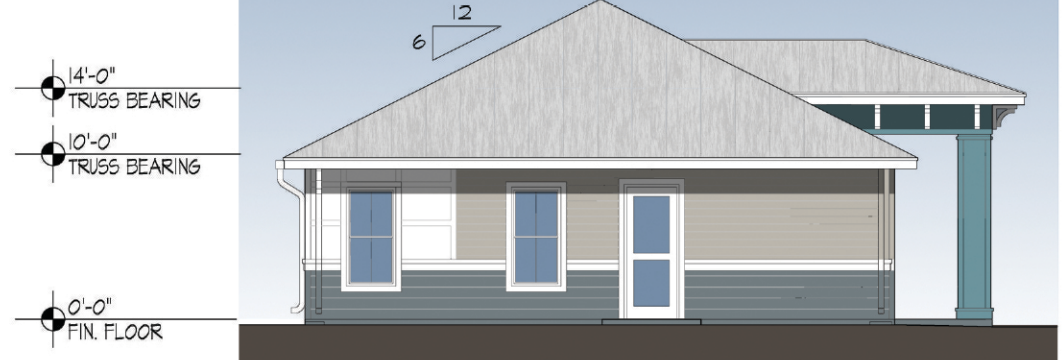
1 FRONT ELEVATION OF CLUBHOUSE BUILDING  
SCALE: 1" = 3/16"=1'-0"



2 RIGHT SIDE ELEVATION OF CLUBHOUSE BUILDING  
SCALE: 1" = 3/16"=1'-0"



3 REAR ELEVATION OF CLUBHOUSE BUILDING  
SCALE: 1" = 3/16"=1'-0"



4 LEFT SIDE ELEVATION OF CLUBHOUSE BUILDING  
SCALE: 1" = 3/16"=1'-0"

| REVISIONS |  |
|-----------|--|
|           |  |
|           |  |
|           |  |
|           |  |
|           |  |
|           |  |
|           |  |
|           |  |
|           |  |
|           |  |



**SLOCUM PLATTS**  
ARCHITECTS, P.A.

RANDALL J. SLOCUM AR 13390 WILLIAM P. PLATTS AR 13262  
670 NORTH ORLANDO AVENUE, SUITE 1001 MAITLAND, FL 32751  
TEL. (407) 645-3019 FAX (407) 645-2771  
WWW.SLOCUMPLATTS.COM

WILLIAM P. PLATTS JARS262

CLUBHOUSE ELEVATIONS

**VENUE AT PALM COAST**  
**TOWN CENTER APARTMENTS**  
PALM COAST  
FLORIDA

DRAWN  
CAD

CHECKED  
WPP

DATE  
11/6/18

SCALE  
AS NOTED

JOB NO.  
18-033

SHEET

**A6.11**

## City of Palm Coast, Florida Agenda Item

Agenda Date: 01/15/2019

|                            |   |                |
|----------------------------|---|----------------|
| <b>Department</b>          | PLANNING  | <b>Amount</b>  |
| <b>Item Key</b>            | 5801  | <b>Account</b> |
|                            |   | <b>#</b>       |
| <b>Subject</b>             | RESOLUTION 2019-XX APPROVING AN AGREEMENT & PETITION FOR VOLUNTARY ANNEXATION OF 89+/- ACRES OWNED BY LIGHTHOUSE HARBOR, LLC  |                |
| <b>Background:</b>         | <b><u>UPDATE FROM THE JANUARY 8, 2019 WORKSHOP.</u></b> This item was heard by City Council at their January 8, 2019 Workshop. There were no changes suggested to this item.  |                |
|                            | <b><u>ORIGINAL BACKGROUND FROM THE JANUARY 8, 2019 WORKSHOP</u></b><br>Lighthouse Harbor LLC, owner of 89+/- acres located 1.3 miles north of State Road 100 on the westside and eastside of Colbert Lane is requesting annexation into the City of Palm Coast. The attached Agreement & Petition for Voluntary Annexation serves as Lighthouse Harbor LLC's voluntary petition to annex into the City of Palm Coast. This agreement outlines the provision of public facilities, as well as the conceptual land use classifications and zoning designations. |                |
| <b>Recommended Action:</b> | Adopt Resolution 2019-XX approving an agreement and petition for Voluntary Annexation of 89+/- acres owned by Lighthouse Harbor, LLC.   |                |
|                            |   |                |

**RESOLUTION 2019 - \_\_\_\_**  
**LIGHTHOUSE HARBOR, LLC**  
**AGREEMENT & PETITION FOR VOLUNTARY ANNEXATION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE AGREEMENT & PETITION FOR VOLUNTARY ANNEXATION WITH LIGHTHOUSE HARBOR, LLC; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** Lighthouse Harbor, LLC, is requesting annexation into the City of Palm Coast; and

**WHEREAS,** the City of Palm Coast desires to approve the Agreement & Petition for Voluntary Annexation; and

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

**SECTION 1. APPROVAL OF THE AGREEMENT FOR AGREEMENT & PETITION FOR VOLUNTARY ANNEXATION.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the Agreement & Petition for Voluntary Annexation with Lighthouse Harbor, LLC, as attached hereto and incorporated herein as Exhibit "A."

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 15<sup>th</sup> day of January 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit “A” – Agreement & Petition for Voluntary Annexation

Approved as to form and legality

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

Prepared by:  
Michael D. Chiumento III, Esq.  
Chiumento Dwyer Hertel Grant & Kistemaker, P.L.  
145 City Place, Suite 301  
Palm Coast, Florida 32164

## **AGREEMENT AND PETITION FOR VOLUNTARY ANNEXATION**

**THIS AGREEMENT AND PETITION FOR VOLUNTARY ANNEXATION** (“Agreement”) is made and entered into by and between the **City of Palm Coast**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the “City”), whose address is 160 Lake Avenue, Palm Coast, Florida 32164 and **LIGHTHOUSE HARBOR, LLC, a Florida limited liability company, c/o James T. Cullis, Manager**, having an address of 2298 Colbert Lane, Palm Coast, FL 32137 (hereinafter referred to as the “Owner”) this \_\_\_\_\_ day of \_\_\_\_\_, 2019, (the “Effective Date”).

### *W I T N E S S E T H*

**WHEREAS**, the Owner owns certain real property located in Flagler County, Florida, consisting of approximately 89 acres, which real property is more particularly described in **Exhibit “A”** attached hereto (hereinafter referred to as the Property”); and

**WHEREAS**, the Property is designated Mixed Use: High Intensity and Mixed Use: Low Intensity on the Future Land Use Map of the Flagler County Comprehensive Plan; and

**WHEREAS**, the Property is zoned PUD as provided for in the Land Development Code of Flagler County; and

**WHEREAS**, under Section 171.044(1), *Florida Statutes*, owners of property in an unincorporated area of a county that is contiguous to a municipality and reasonably compact may petition the municipality for annexation; and

**WHEREAS**, the Property is reasonably compact and contiguous and will not result in the creation of any enclaves as defined in Section 171.031(13), *Florida Statutes*, and will otherwise satisfy all requirements for municipal annexation set forth in Chapter 171, *Florida Statutes*; and

**WHEREAS**, Section 171.062(1), *Florida Statutes*, provides as follows:

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

**WHEREAS**, Section 166.021(9), (b) and (c), *Florida Statutes*, specifically states, with regard to economic development, that:

(b) The governing body of a municipality may expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic

development goals constitutes a public purpose. The provisions of this chapter which confer powers and duties on the governing body of a municipality, including any powers not specifically prohibited by law which can be exercised by the governing body of a municipality, shall be liberally construed in order to effectively carry out the purposes of this subsection.

and

(c) For the purposes of this subsection, it constitutes a public purpose to expend public funds for economic development activities, including, but not limited to, developing or improving local infrastructure, issuing bonds to finance or refinance the cost of capital projects for industrial or manufacturing plants, leasing or conveying real property, and making grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community.

and

**WHEREAS**, the City desires to ensure that the development of the Property and adjacent City land uses are compatible with surrounding land uses as represented on the City's Zoning Map and FLUM, that adequate public facilities exist or will be placed concurrent with the impact of such development in the manner required by applicable law, and that such development and the City's Comprehensive Plan are or will be consistent; and

**WHEREAS**, the City and the Owner shall implement land use densities and intensities that are compatible with the beneficial economic development of the City and the appropriate development of the Property for its highest and best use, taking into account best management practices of land planning and business principles, and in a manner compatible with the planned and projected reasonable uses for its adjacent environs; and

**WHEREAS**, the City and the Owner agree that development of the Property in the manner described herein can and shall be appropriately timed to avoid urban sprawl and the inefficient use of facilities, public resources and infrastructure; and

**WHEREAS**, the City and the Owner agree that adequate public facilities and services shall be available at the time of development, in accordance with applicable laws regarding concurrency; and

**WHEREAS**, the City desires to provide water and wastewater services to the Property;  
and

**WHEREAS**, the parties agree that all development of the Property will be accomplished in a manner which protects and preserves important and valuable natural and cultural resources;  
and

**WHEREAS**, the purpose of this Agreement is to set forth the understandings and agreements of the parties with respect to the foregoing, and other matters as set forth herein; and

**WHEREAS**, this Agreement is authorized by, permitted by, and consistent with the provisions of the City's Home Rule Charter; the City's Comprehensive Plan, Chapter 163, *Florida Statutes*; Chapter 166, *Florida Statutes*; the State Comprehensive Plan (Chapter 187, *Florida Statutes*); Article VIII, Section 2(b), *Constitution of the State of Florida*, Chapter 171, *Florida Statutes*; and other applicable law; and serves and advances a vital public purpose; and

**WHEREAS**, the City has found and determined that the City's interest will be best served by annexing the Property into its municipal boundaries and by entering into this Agreement to ensure that the proposed development of the Property is in accordance with the City's Comprehensive Plan and land development regulations; and

**WHEREAS**, Owner seeks to obtain for the Property the benefits and privileges of inclusion within the boundaries of the City, which includes the designation of the Property as Mixed Use on the City's Future Land Use Map (the "FLUM Map Amendment") and the incorporation of appropriate policies into the City's Comprehensive Plan to allow the most appropriate development of the Property (collectively the "Comprehensive Plan Amendment"), and the provision of all services, facilities, and utilities as are available to all residents of the City; and

**WHEREAS**, upon the Parties' compliance with their respective obligations under this Agreement, the development of the Property will be consistent with the City's Comprehensive Plan and land development regulations.

**NOW, THEREFORE**, for and in consideration of the Owner's request to the City to annex the Property pursuant to Section 171.044, *Florida Statutes*, the mutual covenants and agreements contained herein, and other good and valuable consideration each to the other provided, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Section 1. Recitals.** The above recitals are adopted as findings of the City of Palm Coast City Council. Moreover, said recitals are true and correct, are incorporated into this Agreement by reference thereto, and form a material part of this Agreement upon which the parties have relied, including, but not limited to, the assertions that the Owner owns the subject Property and is empowered to enter into this Agreement and make binding commitments.

**Section 2. Annexation.** This Agreement, upon execution by the Owner, shall serve as and constitute the Owner's voluntary petition to annex the Property into the City pursuant to Section 171.044, *Florida Statutes*.

**Section 3. No Annexation Fees.** It is understood and agreed that no fees, costs or expenses will be charged to or become due from the Owner to the City or to any other governmental authority, private individual or entity on account of or in connection with the City's review and processing of the annexation petition or the annexation of the Property into the corporate limits of the City; provided, however, that the Owner shall pay its own attorney's fees and consulting fees.



#### **Section 4. Development Conditions and Public Facilities.**

- (A) The City and the Owner agree that the City shall provide water and sanitary sewer services to the Property, subject to the provisions of the Settlement Agreement with Flagler County recorded on April 11, 2007 at OR Book 1560, Page 471 of the Public Records of Flagler County, Florida, and pursuant to separate utility agreements between the City and the Owner. The City agrees that it shall design, permit and construct the necessary improvements to provide water services to the Property in a timely manner. This Agreement shall not be construed to provide specific service to any given parcel until all regulatory approvals are received; construction plans have been approved by the City; a Utility Service Agreement/Permit to Connect has been fully executed by Owner; and all applicable fees have been paid to the City.
- (B) Solid waste collection services are available to serve the demands generated by the Property, and may be provided as they are to any other owner of City property, and will be available concurrent with the impacts of the development of the Property. If reasonably possible, the Owner shall utilize the City's solid waste collection franchisee.
- (C) Surface water and stormwater issues relating to the development of the Property and the impacts of surface water and stormwater shall be addressed in accordance with applicable State law and any other applicable regulatory requirements.
- (D) The City will provide fire (having a first response agreement with Flagler County as part of its service network), police (through the Flagler County Sheriff), and EMS facilities, equipment and services necessary to serve the Property. All such public services will be available to support the development of the Property.
- (E) Transportation issues and transportation impacts shall be addressed in accordance with the City's concurrency management system, and Chapter 163, *Florida Statutes*.
- (F) Permitting and Permit Review. As provided herein, the Parties recognize and agree that certain provisions of this Agreement will require the City and its boards, departments or agencies, acting in their governmental capacity, to consider certain changes in the City Comprehensive Plan or other applicable City codes, plans or regulations, as well as to consider other governmental actions as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of State statute and City ordinances, including notice and hearing requirements, in the exercise of the City's jurisdiction under its police power. Nothing in this Agreement is intended to limit or restrict the powers and responsibilities of the City in acting on applications for Comprehensive Plan, rezoning requests and applications for other development. The Parties further recognize and agree that these proceedings will be conducted openly, fully, freely, and fairly in accordance with law, and with both procedural and substantive due process to be accorded the applicant and any member of the public. Nothing contained in this Agreement shall entitle Owner to compel the City to take such actions, except to timely process such applications.

#### **Section 5. General Obligations.**

- (A) The City will evaluate the suitability of the site for development of a mixed-use community consistent with the City's Comprehensive Plan and land development regulations, and generally depicted in **Exhibit B**, which includes residential uses (single family and multifamily), retail, and marina. This Agreement does not constitute a land use approval of any kind.
- (B) The parties acknowledge that the City cannot contract to approve specific Comprehensive Plan amendments and rezoning requests; provided, however, that this provision shall not serve to otherwise limit the terms of this Agreement. The City's only obligation with respect to the Comprehensive Plan amendment and subsequent request(s) to rezone all properties encumbered with this annexation agreement, is to process the applications, and make decisions to approve or deny the applications based upon the legal standards that govern actions by local governments when considering amendments to comprehensive land use plans; provided, however, that the City acknowledges the provisions of this Agreement as they relate to the Property.
- (C) The City agrees that all concurrency requirements related to the Property will be reviewed in accordance with the City's Concurrency Management System, and Chapter 163, *Florida Statutes*, and other applicable regulatory requirements. Notwithstanding, the City shall honor any vested concurrency requirements the Owner presently has through the County.
- (D) The City agrees that offsite traffic improvements shall be determined for the development of the Property pursuant to process in Chapter 163, *Florida Statutes*, and in the City's land development regulations, and to provide safe and adequate ingress and egress to the Property.
- (E) The Owner will submit to the City such applications and such other planning and engineering documentation and supporting data and analysis required to support the annexation and the FLUM amendment, and subsequent request(s) to rezone all properties encumbered with this annexation agreement, and shall comply with all procedures as adopted by the City and as may be set forth in the City's land development regulations as are normally and customarily required for any Owner-requested proposed amendments to the City's Comprehensive Plan, rezoning proposals, and applications for any and all other development approvals, orders and permits. The City shall file the Comprehensive Plan Amendment to incorporate the Property into the City's Comprehensive Plan as called for in this Agreement. The Owner acknowledges and agrees that the City shall not be responsible for any fees, costs, expenses or other financial expenses resulting to the Owner if the Owner's applications are denied in accordance with the provisions of the City's land development regulations and State law.
- (F) The City agrees that, if requested by the Owner or its affiliates or designees, it will promptly process for City Council consideration annexation of any other lands of Owner or its affiliates consistent with the terms of this Agreement and State law.
- (G) The City recognizes that the development of the Property will occur over time and may be developed in phases, and that various portions of the Property, which are not required by Owner for active development, may continue in its current use. Nothing in this Agreement requires the Owner to develop the Property, and the

parties recognize that the Owner may determine to continue its existing uses on all or part of the Property for an extended period of time.

**Section 6. Duty to Cooperate/Comprehensive Plan Amendment, Etc.**

- (A) The Owner has obtained certain vested development rights and entitlements on the Property as provided in **Flagler County Ordinance 2008-35 recorded on September 27, 2013 at OR Book 1967, Page 1108 of the Public Records of Flagler County, Florida** (“Current Entitlements”). The City shall honor the Current Entitlements until such time the City acts on a Comprehensive Plan Amendment, rezoning request or other application for development of the Property. This good faith cooperation by the City and the Owner shall extend to the acquisition by the Owner of all applicable necessary local, State and Federal permits, development orders, licenses, easements and other approvals or rights in connection with the Current Entitlements; provided, however, that the Owner recognizes the City’s continued ability to charge Owner application or review fees for permits or approvals issued by the City (other than annexation) based on the City’s adopted fee schedule.
- (B) The City shall, at no cost to the Owner, develop the Comprehensive Plan Amendment contemplated by this Agreement, and the Owner will cooperate with the City by providing the City with all requested data and analysis to include the annexed property in the City Comprehensive Plan. The City will promptly consider the proposed Comprehensive Plan Amendment.

**Section 7. Limitation of Funding Obligations.** Notwithstanding anything to the contrary stated elsewhere in this Agreement, the City shall have no monetary obligation to Owner under this Agreement other than to provide water and sewer services to the Property.

**Section 8. Further Assurances.** In addition to the acts recited in or set forth in this Agreement, the City and the Owner agree to perform or cause to be performed, in a timely manner, any and all further acts as may be reasonably necessary to implement the provisions of this Agreement, including, but not limited to, the execution and recordation of further instruments; provided, however, that the City’s obligations shall be subject to such limitations of law as may be applicable to municipalities.

**Section 9. Limitation of Remedies.** The parties hereby agree not to pursue an award of monetary damages for a breach of or non-performance by the other party under this Agreement. The only remedies of the other party available against the non-performing party under this Agreement shall be either to withhold further performance under the Agreement until the non-performing party or parties cure the non-performance or to seek a court order from the Circuit Court of the Seventh Judicial Circuit in and for Flagler County, Florida, requiring the non-performing party to fulfill its obligations under the Agreement. However, nothing in this Agreement shall be construed to limit the right of either the Owner or the City to pursue any and all available remedies, if any, under non-tort or constitutional law related to a party’s non-performance under the Agreement. The City shall not be deemed to have waived sovereign immunity in any manner or respect, provided this provision shall not limit the City’s contractual obligations under this Agreement.

**Section 10. Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties to this Agreement, and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective designated representatives, successors and assigns.

**Section 11. Effectiveness of Agreement.** This Agreement shall serve as the Owner's petition to annex the Property pursuant to Section 171.044, *Florida Statutes*, which may be relied on by the City in accordance with the terms of this Agreement upon the Owner's execution of the Agreement, but shall become effective as an agreement between the Owner and the City upon its being duly executed by the City.

**Section 12. Time of the Essence.** Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement.

**Section 13. Successors and Assigns.** This Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and the Owner and their respective successors in interest.

**Section 14. Applicable Law.** This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

**Section 15. Binding Effect.** Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

**Section 16. Recording.** Upon full execution of this Agreement, the City shall record this Agreement in the Public Records of Flagler County, Florida, at the sole cost and expense of the Owner.

**Section 17. Choice of Law and Venue.** Florida law shall govern the interpretation and enforcement of this Agreement. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be in Flagler County, Florida.

**Section 18. Effect on Change in Law.** If State or Federal laws are enacted after execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as is necessary to comply with the relevant State or Federal laws and the intent of the parties.

**Section 19. Construction or Interpretation of the Agreement.** This Agreement is the result of bona fide arm's length negotiations between the City and the Owner and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this

Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

**Section 20. Permits, Conditions, Terms or Restrictions.** The failure of this Agreement to address a particular permit, condition, term or restriction existing at the time of execution of this Agreement shall not relieve Owner of the necessity of complying with the law governing said permitting requirement, condition, term, or restriction.

**Section 21. Attorneys' Fees and Costs.** In the event of any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in pre-litigation negotiation, litigation at the trial level, or upon appeal or any bankruptcy or collection proceedings.

**Section 22. Captions/Exhibits.**

- (A) The headings or captions of the sections and subsections contained in this Agreement are used for convenience and reference only, and do not, in themselves, have any legal significance and shall not be afforded any.
- (B) The exhibits to this Agreement are hereby incorporated into this Agreement and are an integral part of this Agreement.

**Section 23. Parties Bound.** Following the recordation of this Agreement, the benefits and burdens of this Agreement shall become a covenant running with the title to the Property, and all parts thereof, and this Agreement shall be binding upon and inure to the benefit of both the City and the Owner, and its successors in interest to said Property, and all parts thereof.

**Section 24. Severability.** If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by either party to the Agreement or substantially increase the burden of either party to the Agreement, shall be held to be unconstitutional, invalid or unenforceable to any extent by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of the Agreement.

**Section 25. Notices.** Any notice that is to be delivered hereunder shall be in writing and shall be deemed to be delivered (whether or not actually received) when (i) hand delivered to the official hereinafter designated; (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested; or (iii) upon receipt of such notice when deposited with Federal Express or other nationally recognized overnight or next day courier, addressed to the parties as follows (facsimile transmittal is not acceptable as a form of notice in this Agreement):

To the City:  
City Manager  
City of Palm Coast  
City Hall  
160 Lake Avenue

Palm Coast, Florida 32164

To the Owner:  
Lighthouse Harbor, LLC  
c/o James T. Cullis, Manager  
2298 Colbert Lane  
Palm Coast, FL 32137

With copies to:  
Michael D. Chiumento III, Esq.  
Chiumento Dwyer Hertel Grant & Kistemaker, P.L.  
145 City Place, Suite 301  
Palm Coast, Florida 32164

**Section 26. Entire Agreement.** This Agreement constitutes the complete and entire agreement between the City and the Owner with respect to the subject matter hereof, and supersedes any and all prior agreements, arrangements or understandings, whether oral or written, between the parties relating thereto with respect to the terms of this Agreement, all of which have been integrated herein.

**Section 27. Modification.** This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith approved by the City.

**Section 28. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

*ATTEST:*

**CITY OF PALM COAST, FLORIDA**

\_\_\_\_\_  
Virginia Smith, City Clerk

\_\_\_\_\_  
Beau Falgout  
Interim City Manager

**OWNER'S CONSENT AND AGREEMENT**

IN WITNESS WHEREOF, the Owner consents and agrees to the terms and conditions of this Annexation Agreement and has hereto set the Owner's hand and seal, the day and year below written.

WITNESSES:

Lighthouse Harbor, LLC, a Florida limited Liability company

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

By: \_\_\_\_\_  
James T. Cullis, Its Manager

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by James T. Cullis, Manager of Lighthouse Harbor, LLC, a Florida limited liability company, who is personally known to me and who executed the foregoing.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



# City of Palm Coast, Florida

## Agenda Item

Agenda Date : 1/15/2019

|   |  |                |                 |  |                        |                                   |               |                               |              |                |                      |
|---|--|----------------|-----------------|--|------------------------|-----------------------------------|---------------|-------------------------------|--------------|----------------|----------------------|
| <b>Department</b>   | Information Technology   | <b>Amount</b>  | \$97,500.00     |  |                        |                                   |               |                               |              |                |                      |
| <b>Item Key</b>   |  | <b>Account</b> | 65052525-051020 |  |                        |                                   |               |                               |              |                |                      |
| <b>Subject</b>  | RESOLUTION 2019-XX APPROVING A WORK ORDER WITH MAGELLAN ADVISORS TO PROVIDE CONSULTING SERVICES TO SOLICIT AND SELECT A PRIVATE PARTNER FOR THE FIBERNET EXPANSION |                |                 |  |                        |                                   |               |                               |              |                |                      |
| <b>Background :</b><br><b>UPDATE FROM THE JANUARY 8, 2019 WORKSHOP.</b> This item was heard by City Council at their January 8, 2019 Workshop. There were no changes suggested to this item.<br><br><b>ORIGINAL BACKGROUND FROM THE JANUARY 8, 2019 WORKSHOP</b><br>As outlined in the updated Fiber Optic Business Plan, the City is looking to expand FiberNet further through a public/private partnership.<br><br>This Scope of Work (SOW) has two major phases: Phase 1. Develop the RFS for potential Private partners, and Phase 2. Development and Negotiations with the P3 selection. Total estimated time for both phases is five months.<br><br>Magellan Advisors provided a scope and fee not-to-exceed amount of \$97,500 (Phase 1: \$52,500 & Phase 2: \$35,000, plus \$10,000 in expenses). City Council requested that City staff engage Magellan Advisors for these services and delay the hiring of an IT Project Manager until next fiscal year. Funds for this project will be reallocated from personnel expenses in the FY2019 IT Enterprise Fund.<br><br><b>SOURCE OF FUNDS WORKSHEET FY 2019</b> <table><tr><td><b>IT Enterprise Fund: 54702525-012000</b></td><td><b>\$ 1,333,160.00</b></td></tr><tr><td>Total Expenses/Encumbered to date</td><td>\$ 485,028.33</td></tr><tr><td>Pending Work Orders/Contracts</td><td>\$ 97,500.00</td></tr><tr><td><b>Balance</b></td><td><b>\$ 750,631.67</b></td></tr></table> |  |                |                 | <b>IT Enterprise Fund: 54702525-012000</b> | <b>\$ 1,333,160.00</b> | Total Expenses/Encumbered to date | \$ 485,028.33 | Pending Work Orders/Contracts | \$ 97,500.00 | <b>Balance</b> | <b>\$ 750,631.67</b> |
| <b>IT Enterprise Fund: 54702525-012000</b>  | <b>\$ 1,333,160.00</b>   |                |                 |  |                        |                                   |               |                               |              |                |                      |
| Total Expenses/Encumbered to date   | \$ 485,028.33  |                |                 |  |                        |                                   |               |                               |              |                |                      |
| Pending Work Orders/Contracts   | \$ 97,500.00   |                |                 |  |                        |                                   |               |                               |              |                |                      |
| <b>Balance</b>  | <b>\$ 750,631.67</b>   |                |                 |  |                        |                                   |               |                               |              |                |                      |
| <b>Recommended Action :</b><br>Adopt Resolution 2019-XX approving a work order with Magellan Advisors to provide consulting services to seek and select a Fiber to the Premise, Public Private Partnership (FTTP P3).   |  |                |                 |  |                        |                                   |               |                               |              |                |                      |

**RESOLUTION 2019 - \_\_\_\_**  
**MAGELLAN**  
**FIBERNET EXPANSION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF WORK ORDER WITH MAGELLAN, TO PROVIDE CONSULTING SERVICES TO SOLICIT AND SELECT A PRIVATE PARTNER FOR THE FIBERNET EXPANSION; 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**, Magellan, desires to provide consulting services for the City of Palm Coast;  
and

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

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

**SECTION 1. APPROVAL OF WORK ORDER.** The City Council of the City of Palm Coast hereby approves the terms and conditions of a Work Order with Magellan 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 Contract as depicted in Exhibit “A.”

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 15<sup>th</sup> day of January 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

---

MILISSA HOLLAND, MAYOR

---

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit “A” – Work Order with Magellan.

Approved as to form and legality

---

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

WORK ORDER # 2019-T1  
PO #: \_\_\_\_\_



DATE: \_\_\_\_/\_\_\_\_/20 19

Project Manager's Initials CDB

**SUPPLIER INFORMATION**

**BID DETAILS**

|                  |                           |                            |   |
|------------------|---------------------------|----------------------------|---|
| Name             | Magellan Advisors, LLC    | Project Title              | Development of RFX for Fiber to Premise (FTTP) P3 |
| Street           | 999 18th Street, Ste 3000 | Bid #                      |   |
| City, State, Zip | Denver, Colorado 80202    | City Council Approval date |   |

**TOTAL COST: \$ 97,500**  
(must equal amount of PRe Order)

- INCORPORATION BY REFERENCE** The provisions of the agreement dated February 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 - 8/31/2019**
- DESCRIPTION OF SERVICES** (chose one): ☒ **ATTACHED** ☐ **INCLUDED IN CONTRACT**
- OTHER ATTACHMENTS TO THIS WORK ORDER:** ☒ **No** ☐ **Yes** If yes, identify below:  
This PO is for Task 1 only  
\_\_\_\_\_
- 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. Text

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

**SUPPLIER APPROVAL**

By:   
Print: Courtney S. Violette  
Title: COO  
Date: 12/26/2018

**CITY APPROVAL**

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



# Statement of Work

Magellan proposes to perform the following tasks while providing expert consulting services including the development of an RFX for a Fiber-to-the-Premise (FTTP) P3, and selection and final negotiations of any resulting partnerships.

The City of Palm Coast has invested in next-generation telecommunications infrastructure over the last 15 years, including not only conduit and fiber, but also a colocation facility, city data centers, and in network transport connectivity into Jacksonville. It has managed FiberNet, the City's open-access network internally during this time, however it has struggled to partner with providers that can adequately expand the market and provide a consistent revenue stream back to the City for use of its assets. Further, the City of Palm Coast, as an advanced full-service municipal government, will require more connectivity than is available today, both additional fiber and wireless buildout.

With proper technology planning, and further investments to expand the City network, Palm Coast is poised to continue its leadership role in being one of the most connected communities in the US. In addition, FiberNet will support future innovations throughout Palm Coast for decades to come. With its infrastructure, and potential future investments, Palm Coast will need to position itself with industry partners who can complement the City's goals and capabilities, while bringing operating and management value to the partnership. Value can be measured in terms of functionality (features and services), revenue generation, shared investment/risk opportunities, and operating/maintenance models, among others.

With the inventory of existing assets, and a history of ownership and operation of FiberNet, Palm Coast is ready to begin structuring the business relationships necessary to light the network, in order to provide next-generation broadband services (both wired and wireless) to the City's residents, visitors, and area organizations.

Through this engagement, Magellan will develop an RFX for a Fiber-to-the-Premise (FTTP) P3, and will work with the town to solicit industry partners who can help the City drive further FiberNet use throughout the community. Magellan will work with Palm Coast through the entire process in an effort to drive maximum value for benefit of Palm Coast businesses and its residents. Our teams will lead the identification, selection and negotiation of all P3 partners and resulting agreements. Magellan proposes to manage the P3 agreement, through expansion and construction, network integration, and execution of retail services over the Palm Coast FiberNet network. Magellan is structured to provide project oversight and management through standup of the network, and integration of all service provider partner(s).



## Task 1: Develop the RFX for FTTP P3 Service Provider

Magellan understands the City's intent is to provide, through a P3, transformative, next-generation broadband services to its businesses, community anchors, and possibly its residents who are located in Palm Coast. Magellan proposes to assist the City through this next phase of preparing and soliciting an RFX, along with evaluation and selection of the most responsive broadband provider identified. We will work with the City to solicit appropriate submittals from industry, developing the framework for a potential partnership with service provider(s) that can execute on delivering world-class fiber-based telecommunications services throughout the City.

The tasks will include:

**Task 1:** Define the requirements of the City for a P3, including types of services, speeds, service areas, capital requirements, operating requirements and other aspects that are important to Palm Coast.

- a. Meet with City leadership and staff to define the City's goal and objectives in the partnership.
- b. Define a set of criteria – negotiable and non-negotiable factors in the partnership.
- c. Document the results for inclusion into the RFX.

**Task 2:** Assist the City in the preparation and solicitation of an RFX to garner responses from broadband providers willing to partner with the City of Palm Coast.

- a. Gather documentation on the City's current and planned conduit and fiber infrastructure.
- b. Create an appendix to be attached to the RFX with this information.
- c. Develop the solicitation document, language, and terms and conditions.
- d. Work with the City to ensure the solicitation document meets the City's procurement policies.
- e. Develop the evaluation and scoring criteria for the RFX.
- f. Identify the channels for release of the RFX, in compliance with the City's procurement policies. Identify individual providers and industry associations who will receive the solicitation as well.

**Task 3:** Release the RFX & Provide Initial Evaluation.

- a. Hold pre-bid conference calls or meetings if necessary.
- b. Respond to Q&A posed by respondents.
- c. Receive submissions.
- d. Ensure submissions meet minimum requirements.
- e. Seek clarifications from respondents.
- f. Meet with the City team to discuss and evaluate submissions.
- g. Score submissions and rank respondents with the City team.
- h. Shortlist respondents.

**Task 4:** Evaluate and Select Most Responsive Bidder.

- a. Notify shortlisted bidders and schedule onsite interviews.
- b. Notify bidders that did not make the shortlist.
- c. Onsite interviews with shortlisted bidders.



- d. Due diligence of shortlisted bidders (corporate, financial, operational, litigation) or wait for selection.
- e. Meet with the City team to discuss and evaluate shortlisted bidders.
- f. Select most responsive bidder.
- g. Create a summary report of the process and selection for City leadership and the Commission.

## Task 1: Task Costs and Timelines

|                                      |   |
|--------------------------------------|---|
| <b>Consulting Services:</b>          | <b>\$52,500</b>                               |
| <b>Expenses:</b>                     | <b>Billed as incurred – 10% markup</b>        |
| <b>Timeline:</b>                     | <b>3 Months beginning 12/1/18</b>             |
| <b>Cost of Service Type and Rate</b> | <b>Telecom/Broadband Planning - \$175/hr.</b> |
| <b>Estimated Task Hours</b>          | <b>300 hours</b>                              |

## Task 2: P3 Development and Negotiations

Magellan Advisors will work directly with the City of Palm Coast to rank and select potential partners, and work toward development of a memorandum of understanding (MOU) with a partner or partners. Magellan will work with the City through the selection, negotiation and in development of final P3 agreements to work towards a definitive agreement. The task includes the following:

- Based on the most responsive bidder, determining the appropriate process toward development of a public-private partnership that meets the City's needs;
- Working on behalf of the City with staff and City-appointed legal counsel to negotiate a memorandum of understanding with the selected broadband provider(s);
- Assisting City staff through the due diligence process on key business, technical, financial and operational issues pertaining to the service provider(s) capabilities;
- Assisting City staff to determine the optimal plan with the service provider(s) for buildout of the broadband network; and,
- Assisting City staff and City-appointed legal counsel on development of the definitive agreement to memorialize the terms and conditions of the public-private partnership.



## Task 2: Task Costs and Timelines

|                                      |   |
|--------------------------------------|---|
| <b>Consulting Services:</b>          | <b>\$35,000</b>                               |
| <b>Expenses:</b>                     | <b>Billed as incurred – 10% markup</b>        |
| <b>Timeline:</b>                     | <b>4 Months beginning 3/1/18</b>              |
| <b>Cost of Service Type and Rate</b> | <b>Telecom/Broadband Planning - \$175/hr.</b> |
| <b>Estimated Task Hours</b>          | <b>200 hours</b>                              |

\*Experience shows that negotiations and legal review can exceed 4 months. The City will have to be prudent in expediting these processes where possible





## Cost Proposal

The total cost of the project is \$97,500 and includes all work to be completed by Magellan for the City of Palm Coast as stated in this Proposal **over the next 7 to 9 months.**

The billing rate for this engagement is \$175 per hour, consistent with the 2018 Palm Coast broadband consulting services contract awarded to Magellan Advisors.

| Tasks | Description                               | Rate  | Hours | Price           |
|-------|---|-------|-------|-----------------|
| 1     | Develop RFX for FTTP P3 Service Providers | \$175 | 300   | \$52,500        |
| 2     | FTTP P3 Development and Negotiations      | \$175 | 200   | \$35,000        |
|       | Estimated Expenses                        |       |       | \$10,000        |
|       | <b>Total</b>                              |       |       | <b>\$97,500</b> |

## Payment Milestones

| Tasks | Description                               | Price  |
|-------|---|--|
| 1     | Develop RFX for FTTP P3 Service Providers | Milestone 1 – Project Kickoff (25%)<br>Milestone 2 – Draft RFX Delivered (25%)<br>Milestone 3 – Review and Rank Proposals (25%)<br>Milestone 4 – Interviews and Selection (25%)      |
| 2     | FTTP P3 Development and Negotiations      | Milestone 1 – Negotiation Kickoff (25%)<br>Milestone 2 – Draft MOU Approved (25%)<br>Milestone 3 – Draft Term Sheet and Agreement (25%)<br>Milestone 4 – Approved P3 Agreement (25%) |
|       | <b>Expenses</b>                           | <b>Billed Monthly as Incurred</b>  |



## Project Timeline

We estimate that over the 7-month duration of the project, approximately 2 days onsite each month will be required for successful completion of the project, through selection and negotiation of each P3 partner. During this time, Magellan will meet with City staff, hold meetings with stakeholders, and performing site visits. In addition, our team will make presentations to the City project teams as well as other activities to be determined between the City and Magellan. Schedules will be determined cooperatively between the City and Magellan. Magellan will require City resources to gather relevant City data, in conducting interviews with City staff, and to participate on status calls, onsite meetings, and any final presentations.

| Tasks | Description                               | Month → | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|-------|---|---------|---|---|---|---|---|---|---|---|---|
| 1     | Develop RFX for FTTP P3 Service Providers |         |   |   |   |   |   |   |   |   |   |
| 2     | FTTP P3 Development and Negotiations      |         |   |   |   |   |   |   |   |   |   |

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 01/15/2019

|  |  |                |                       |
|--|--|----------------|-----------------------|
| <b>Department</b>  | Community Development  | <b>Amount</b>  | \$491,700.00          |
| <b>Item Key</b>  | 4432   | <b>Account</b> | 54029082-063000-85003 |
| <b>Subject</b>   | RESOLUTION 2019-XX APPROVING A CONTRACT WITH WPC CONSTRUCTORS, LLC. FOR THE CONSTRUCTION OF THE PUMP STATION “D” IMPROVEMENTS PROJECT. |                |                       |
| <b>Background :</b><br><b>UPDATE FROM THE JANUARY 8, 2019 WORKSHOP.</b> This item was heard by City Council at their January 8, 2019 Workshop. There were no changes suggested to this item.   |  |                |                       |
| <b>ORIGINAL BACKGROUND FROM THE JANUARY 8, 2019 WORKSHOP</b><br>City staff performed sanitary sewer modeling to determine where improvements were most needed after recent storm events caused power outages and sanitary sewer overflows. Pump Station D at 311 Palm Coast Parkway NE is a prime candidate for upgrades since it has been in service since 1980. In addition, upgrading Pump Station “D” will assure it will meet current service demands, accommodate wastewater flows from future development and reduce sewage over flow caused by storm water flooding and power outages in the area. The primary improvements to the pump station will include: larger pumps, new plumbing, a new top slab and hatches, upgraded power supply, and new control panels. |  |                |                       |
| The Construction Management & Engineering Division advertised the project (ITB-CD-19-02) and on December 20, 2018 received bids from four pre-qualified contractors. City staff recommend awarding the contract to the low bidder WPC Industrial Contractors, LLC of Jacksonville, FL, for \$447,000.00 and a 10% contingency (44,700.00). The notice of intent to award and the project bid overview are attached.  |  |                |                       |
| This project is in the utility 5-Year Capital Improvement Plan and the construction is budgeted for Fiscal Year 2019.  |  |                |                       |
| <b>SOURCE OF FUNDS WORKSHEET FY 2019</b>   |  |                |                       |
| UTILCAPPRJ WWCOLL IMP LIFT STN REP 54029082-063000-85003   |  |                | \$1,000.000.00        |
| Total Expenses/Encumbered to date  |  |                | \$ 51,707.53          |
| Pending Work Orders/Contracts  |  |                | \$                    |
| Current Work Order   |  |                | \$ 491,700.00         |
| <b>Balance</b>   |  |                | <b>\$ 548,292.47</b>  |
| <b>Recommended Action :</b><br>Adopt Resolution 2019-XX approving a contract with WPC Industrial Contractors, LLC, in the amount of \$491,700.00 including a 10% contingency for the construction of the Pump Station “D” Improvements Project.  |  |                |                       |

**RESOLUTION 2019-\_\_\_\_**  
**PUMP STATION D IMPROVEMENTS**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A CONSTRUCTION CONTRACT WITH WPC CONSTRUCTORS, LLC., IN THE AMOUNT OF \$491,700.00 (INCLUDING A 10% CONTINGENCY), FOR THE PUMP STATION “D” IMPROVEMENTS 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 City of Palm Coast desires construction of the Pump Station “D” Improvements project; and

**WHEREAS**, the City Council of the City of Palm Coast desires to contract with WPC Industrial Contractors, LLC, 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 hereby approves the terms and conditions of a contract with WPC Constructors, LLC, for the Pump Station “D” Improvements 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 15th day of January 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

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

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

Attachment: Exhibit A –Contract with WPC Constructors, LLC.

Approved as to form and legality

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



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

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

## NOTICE OF INTENT TO AWARD

**Project:** Pump Station “D” Improvement - ITB-CD-19-02

**Date:** 12/21/2018

**Appeal Deadline:** Appeals must be Filed by 5:00 PM on 12/28/2018

| Firm  | Pricing      |
|---|--------------|
| WPC Industrial Contractors, LLC<br>Jacksonville, FL | \$447,000.00 |
| PBM Constructors, Inc.<br>Jacksonville, FL          | \$447,935.00 |
| Danus Utilities, Inc.<br>Sanford, FL                | \$493,890.00 |
| Hinterland Group, Inc.<br>Riviera Beach, FL         | \$496,400.00 |

The intent of the City of Palm Coast is to award Pump Station “D” Improvement to WPC Industrial Contractors, LLC

**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.*



# RFSQ-CD-19-02 / ITB-CD-19-02 - Pump Station “D” Improvement

## Project Overview

| Project Details     |  |
|---------------------|--|
| Reference ID        | RFSQ-CD-19-02 / ITB-CD-19-02   |
| Project Name        | Pump Station “D” Improvement   |
| Project Owner       | Kelly Downey   |
| Project Type        | ITB  |
| Department          | Procurement  |
| Budget              | \$0.00 - \$0.00  |
| Project Description | The City of Palm Coast is requesting proposals from qualified vendors. The contractor shall furnish all labor, material, equipment, tools supervision, and any other items required for the construction of improvements to one of the City’s sewage pump stations. Improvements include new pumps, electrical equipment, conversion of power from 208V to 480V wet well top slab, and piping. Other items include the installation of a line stop, new manhole, forcemain connection to wet well, temporary bypass connection, bypass pumping assembly and restoration of site. |
| Open Date           | Oct 17, 2018 8:00 AM EDT   |
| Intent to Bid Due   | Dec 17, 2018 2:00 PM EST   |
| Close Date          | Nov 21, 2018 2:00 PM EST   |

| Awarded Suppliers | Reason | Score |
|-------------------|--------|-------|
|-------------------|--------|-------|



|   |  |                |
|---|--|----------------|
| <b>WPC Industrial Contractors<br/>LLC</b> |  | <b>100 pts</b> |
|---|--|----------------|

## Seal status

| Requested Information                        | Unsealed on              | Unsealed by  |
|--|--------------------------|--------------|
| Qualification Forms Section<br>00100 (A - M) | Nov 21, 2018 2:01 PM EST | Kelly Downey |
| Financials Form N                            | Nov 21, 2018 2:01 PM EST | Kelly Downey |
| Contractors License                          | Nov 21, 2018 2:01 PM EST | Kelly Downey |
| Addenda                                      | Nov 21, 2018 2:01 PM EST | Kelly Downey |
| Section 00200 Bid Forms                      | Dec 20, 2018 2:02 PM EST | Kelly Downey |
| Pricing                                      | Dec 20, 2018 2:02 PM EST | Kelly Downey |
| Forms 5 and 6                                | Dec 20, 2018 2:02 PM EST | Kelly Downey |
| Addendum # 6                                 | Dec 20, 2018 2:02 PM EST | Kelly Downey |

## Conflict of Interest

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





understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

| Name            | Date Signed              | Has a Conflict of Interest? |
|-----------------|--------------------------|-----------------------------|
| Kelly Downey    | Nov 21, 2018 2:02 PM EST | No                          |
| Mary Kronenberg | Nov 21, 2018 2:04 PM EST | No                          |
| Alex Blake      | Nov 21, 2018 2:12 PM EST | No                          |
| Helena Alves    | Nov 27, 2018 3:42 PM EST | No                          |



## Project Criteria

| Criteria                 | Points         | Description                   |
|--------------------------|----------------|-------------------------------|
| Pre-Qualification Forms  | Pass/Fail      | Pre-Qualification Forms A - N |
| Pre-Qualification Review | Pass/Fail      | Pre-Qualification Review      |
| Financials (Form N)      | Pass/Fail      | Financials Form N             |
| Section 00200 bid forms  | Pass/Fail      | Section 00200 bid forms       |
| Pricing                  | 100 pts        | Pricing                       |
| Forms 5, & 6             | Pass/Fail      | Forms 5 and 6                 |
| <b>Total</b>             | <b>100 pts</b> |                               |



## Scoring Summary

### Active Submissions

|                                | Total     | Pre-Qualification Forms | Pre-Qualification Review | Financials (Form N) | Section 00200 bid forms |
|--------------------------------|-----------|-------------------------|--------------------------|---------------------|-------------------------|
| Supplier                       | / 100 pts | Pass/Fail               | Pass/Fail                | Pass/Fail           | Pass/Fail               |
| WPC Industrial Contractors LLC | 100 pts   | Pass                    | Pass                     | Pass                | Pass                    |
| PBM Constructors, Inc.         | 99.79 pts | Pass                    | Pass                     | Pass                | Pass                    |
| Danus Utilities, Inc           | 90.51 pts | Pass                    | Pass                     | Pass                | Pass                    |
| Hinterland Group, Inc.         | 90.05 pts | Pass                    | Pass                     | Pass                | Pass                    |

|  |         |              |
|--|---------|--------------|
|  | Pricing | Forms 5, & 6 |
|--|---------|--------------|



| Supplier                       | / 100 pts                | Pass/Fail |
|--------------------------------|--------------------------|-----------|
| WPC Industrial Contractors LLC | 100 pts (\$447,000.00)   | Pass      |
| PBM Constructors, Inc.         | 99.79 pts (\$447,935.00) | Pass      |
| Danus Utilities, Inc           | 90.51 pts (\$493,890.00) | Pass      |
| Hinterland Group, Inc.         | 90.05 pts (\$496,400.00) | Pass      |

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 1/15/2019

|  |  |                           |
|--|--|---------------------------|
| <b>Department<br/>Item Key</b>   | Community Development  | <b>Amount<br/>Account</b> |
| <b>Subject</b>   | RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH MULTIPLE FIRMS FOR PROFESSIONAL UTILITY ENGINEERING SERVICES |                           |
| <b>Background :</b><br><b>UPDATE FROM THE JANUARY 8, 2019 WORKSHOP.</b> This item was heard by City Council at their January 8, 2019 Workshop. There were no changes suggested to this item.   |  |                           |
| <b>ORIGINAL BACKGROUND FROM THE JANUARY 8, 2019 WORKSHOP</b><br>The Utility Department utilizes engineering firms to complete studies, plans, permitting and other engineering related functions on a regular basis. The current continuing engineering services contracts are expiring. Staff advertised a Request for Qualifications RFSQ-CD-19-12 (RFSQ) for professional utility engineering services, to include but not necessarily be limited to: design of water and wastewater treatment plant improvements, lift stations, pump stations, collection systems, system modeling, design of potable, waste and reclaimed water systems, construction engineering services, preparation of applicable easements, right-of-way acquisition documents, processing of project and consumptive use permits, design services and acquisition of State Revolving Fund loans. |  |                           |
| In accordance with the City's Purchasing Policy and Florida Statutes, specifically the Consultants' Competitive Negotiation Act, City staff received qualification packages from 9 firms, all of which were determined to be responsive and responsible. The qualifications were reviewed by a committee consisting of five City staff. The proposals were evaluated based on their project understanding, experience, project innovation, project team, and location of the firm. After reviewing the qualifications, staff ranked and are recommending contract award to the top five (5) firms as follows:  |  |                           |
| <b>Firm Name</b>   | <b>Location</b>  |                           |
| CPH, Inc.  | Palm Coast, FL   |                           |
| McKim & Creed,   | Palm Coast, FL   |                           |
| GAI Consultants, Inc.  | Jacksonville, FL   |                           |
| Jacobs Engineering Group, Inc.   | Jacksonville, FL   |                           |
| Four Waters Engineering, Inc.  | Jacksonville Beach, FL   |                           |
| City staff will present City Council with work orders for consideration as services are needed and in accordance with the City's Purchasing Policy.  |  |                           |
| <b>Recommended Action :</b><br>Adopt Resolution 2019-XX approving master service agreements with multiple firms for professional utility engineering services.   |  |                           |

**RESOLUTION 2019- \_\_\_\_\_**  
**CONTINUING SERVICE AGREEMENTS**  
**FOR PROFESSIONAL UTILITY ENGINEERING SERVICES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AUTHORIZING THE CITY MANAGER TO APPROVE THE CONTINUING SERVICES AGREEMENTS FOR PROFESSIONAL UTILITY ENGINEERING SERVICES; AUTHORIZING EXECUTION OF SAID AGREEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, numerous firms have expressed a desire to provide utility engineering services throughout the City of Palm Coast; and

**WHEREAS**, staff has ranked the firms that have responded to the City's Request for Qualifications (RFQ); and

**WHEREAS**, CPH, Inc., McKim & Creed, Inc., GAI Consultants, Jacobs Engineering Group, Inc., and Four Waters Engineering, Inc. have been ranked, in accordance with the controlling requirements of State law, as the five (5) top ranked firms; and

**WHEREAS**, the City Council of the City of Palm Coast desires to negotiate contracts with the top five (5) ranked firms for professional utility engineering services throughout the City of Palm Coast.

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

**SECTION 1. APPROVAL OF AGREEMENTS.** The City Council of the City of Palm Coast hereby authorizes the City Manager to negotiate contracts with CPH, Inc., McKim & Creed, Inc., GAI Consultants, Jacobs Engineering Group, Inc., and Four Waters Engineering, Inc. for professional utility engineering services. If terms cannot be reached with these firms, the City Manager is authorized to negotiate with the next ranked firm.

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the agreements 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 actions taken in this Resolution.

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

**DULY PASSED** and approved by the City Council of the City of Palm Coast, Florida, on this 15th day of January 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachments:

Exhibit "A" – Agreements CPH, Inc., McKim & Creed, Inc., GAI Consultants, Jacobs Engineering Group, Inc., and Four Waters Engineering, Inc.

Approved as to form and legality

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



Administrative Services & Economic Development  
Central Services Division

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

## NOTICE OF INTENT TO AWARD

**Project:** RFSQ-CD-19-12 - Professional Utility Engineering Services

**Date:** December 10, 2018

**Appeal Deadline:** Appeals must be filed by 5:00 PM on December 12, 2018.

| Firm  | Ranking Order |
|---|---------------|
| CPH, Inc.<br>Palm Coast, FL                             | 1             |
| McKim & Creed<br>Palm Coast, FL                         | 2             |
| GAI Consultants<br>Jacksonville, FL                     | 3             |
| Jacobs Engineering Group Inc.<br>Jacksonville, FL       | 4             |
| Four Waters Engineering, Inc.<br>Jacksonville Beach, FL | 5             |
| Kimley-Horn<br>Jacksonville, FL                         | 6             |
| Infrastructure Solution Services<br>Melbourne, FL       | 7             |
| Mead & Hunt, Inc.<br>Port Orange, FL                    | 8             |
| Reiss Engineering, Inc.<br>Winter Springs, FL           | 9             |

**Intent to Award:** The intent of the City of Palm Coast is to award RFSQ-CD-19-12 to CPH, Inc, McKim & Creed, GAI Consultants, Jacobs Engineering Group, Inc. and Four Waters Engineering, Inc.







# city of PALM COAST

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

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

*Award 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 Request 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](mailto:bfaigout@palmcoastgov.com)) shall constitute a waiver of the protest proceedings.*





# RFSQ-CD-19-12 - Professional Utility Engineering Services

## Project Overview

| Project Details     |   |
|---------------------|---|
| Reference ID        | RFSQ-CD-19-12   |
| Project Name        | Professional Utility Engineering Services   |
| Project Owner       | Kelly Downey  |
| Project Type        | RFSQ  |
| Department          | Procurement   |
| Budget              | \$0.00 - \$0.00   |
| Project Description | This Request for Statement of Qualifications is issued for the purpose of establishing a three (3) year contract, with two (2) additional one (1) year renewal options with firms capable of providing professional Utility engineering services. |
| Open Date           | Oct 24, 2018 8:00 AM EDT  |
| Intent to Bid Due   | Nov 29, 2018 2:00 PM EST  |
| Close Date          | Nov 29, 2018 2:00 PM EST  |

| Awarded Suppliers             | Reason | Score    |
|-------------------------------|--------|----------|
| Jacobs Engineering Group Inc. |        | 87.2 pts |



|                                      |  |                 |
|--------------------------------------|--|-----------------|
| <b>GAI Consultants</b>               |  | <b>88.6 pts</b> |
| <b>Four Waters Engineering, Inc.</b> |  | <b>84.2 pts</b> |
| <b>McKim &amp; Creed</b>             |  | <b>92 pts</b>   |
| <b>CPH, Inc.</b>                     |  | <b>96.6 pts</b> |

## Seal status

| <b>Requested Information</b> | <b>Unsealed on</b>       | <b>Unsealed by</b> |
|------------------------------|--------------------------|--------------------|
| Proposal                     | Nov 29, 2018 2:03 PM EST | Kelly Downey       |
| Forms 1, 2, 3, & 4           | Nov 29, 2018 2:03 PM EST | Kelly Downey       |
| Signed Addendum #1           | Nov 29, 2018 2:03 PM EST | Kelly Downey       |
| Signed Addendum #2           | Nov 29, 2018 2:03 PM EST | Kelly Downey       |
| Signed Addendum #3           | Nov 29, 2018 2:03 PM EST | Kelly Downey       |

## Conflict of Interest

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



Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

| Name            | Date Signed              | Has a Conflict of Interest? |
|-----------------|--------------------------|-----------------------------|
| Kelly Downey    | Nov 29, 2018 2:04 PM EST | No                          |
| Mary Kronenberg | Nov 29, 2018 2:06 PM EST | No                          |
| Alex Blake      | Nov 29, 2018 2:16 PM EST | No                          |
| Danny Ashburn   | Dec 03, 2018 8:43 AM EST | No                          |
| Peter Roussell  | Dec 01, 2018 7:50 AM EST | No                          |
| Brian Matthews  | Nov 29, 2018 4:25 PM EST | No                          |



## Project Criteria

| Criteria   | Points         | Description  |
|--|----------------|--|
| Forms 1, 2, 3, 4   | Pass/Fail      | Forms 1, 2, 3, & 4   |
| Table of Contents  | Pass/Fail      | Table of Contents  |
| Project Understanding & Proposal   | 30 pts         | Project Understanding & Proposal   |
| Project Innovation   | 15 pts         | Project Innovation   |
| Experience with Similar Projects, Technical Capability, and Qualifications | 25 pts         | Experience with Similar Projects, Technical Capability, and Qualifications |
| Project Team   | 25 pts         | Project team   |
| Location of Responding Firm Office   | 5 pts          | Location of Responding Firm Office   |
| <b>Total</b>   | <b>100 pts</b> |  |



## Scoring Summary

### Active Submissions

|                               | Total     | Forms 1, 2, 3, 4 | Table of Contents | Project Understanding & Proposal | Project Innovation |
|-------------------------------|-----------|------------------|-------------------|----------------------------------|--------------------|
| Supplier                      | / 100 pts | Pass/Fail        | Pass/Fail         | / 30 pts                         | / 15 pts           |
| CPH, Inc.                     | 96.6 pts  | Pass             | Pass              | 29 pts                           | 14 pts             |
| McKim & Creed                 | 92 pts    | Pass             | Pass              | 27 pts                           | 14.4 pts           |
| GAI Consultants               | 88.6 pts  | Pass             | Pass              | 26.6 pts                         | 13.8 pts           |
| Jacobs Engineering Group Inc. | 87.2 pts  | Pass             | Pass              | 26.6 pts                         | 13.2 pts           |
| Four Waters Engineering, Inc. | 84.2 pts  | Pass             | Pass              | 24.8 pts                         | 12.2 pts           |
| Kimley-Horn                   | 84.1 pts  | Pass             | Pass              | 24.5 pts                         | 12.8 pts           |



|                                  | Total     | Forms 1, 2, 3, 4 | Table of Contents | Project Understanding & Proposal | Project Innovation |
|----------------------------------|-----------|------------------|-------------------|----------------------------------|--------------------|
| Supplier                         | / 100 pts | Pass/Fail        | Pass/Fail         | / 30 pts                         | / 15 pts           |
| Infrastructure Solution Services | 84 pts    | Pass             | Pass              | 24.8 pts                         | 13.8 pts           |
| Mead & Hunt, Inc.                | 81 pts    | Pass             | Pass              | 24.2 pts                         | 11.8 pts           |
| Reiss Engineering, Inc.          | 79.4 pts  | Pass             | Pass              | 23.4 pts                         | 12.2 pts           |

|           | Experience with Similar Projects, Technical Capability, and Qualifications | Project Team | Location of Responding Firm Office |
|-----------|--|--------------|------------------------------------|
| Supplier  | / 25 pts   | / 25 pts     | / 5 pts                            |
| CPH, Inc. | 24 pts   | 24.6 pts     | 5 pts                              |



|  | Supplier                         | Experience with Similar Projects, Technical Capability, and Qualifications | Project Team | Location of Responding Firm Office |
|--|----------------------------------|--|--------------|------------------------------------|
|  |                                  |  |              |                                    |
|  |                                  | / 25 pts   | / 25 pts     | / 5 pts                            |
|  | McKim & Creed                    | 24 pts   | 21.6 pts     | 5 pts                              |
|  | GAI Consultants                  | 22 pts   | 24.2 pts     | 2 pts                              |
|  | Jacobs Engineering Group Inc.    | 22.8 pts   | 22.6 pts     | 2 pts                              |
|  | Four Waters Engineering, Inc.    | 22.2 pts   | 23 pts       | 2 pts                              |
|  | Kimley-Horn                      | 22.2 pts   | 22.6 pts     | 2 pts                              |
|  | Infrastructure Solution Services | 21.4 pts   | 22 pts       | 2 pts                              |
|  | Mead & Hunt, Inc.                | 21 pts   | 22 pts       | 2 pts                              |





|                         | Experience with Similar Projects, Technical Capability, and Qualifications | Project Team | Location of Responding Firm Office |
|-------------------------|--|--------------|------------------------------------|
| Supplier                | / 25 pts   | / 25 pts     | / 5 pts                            |
| Reiss Engineering, Inc. | 20.2 pts   | 21.6 pts     | 2 pts                              |

## City of Palm Coast, Florida Agenda Item

Agenda Date :01/15/2019

|  |  |                |
|--|--|----------------|
| <b>Department</b>  | Public Works   | <b>Amount</b>  |
| <b>Item Key</b>  | 5661   | <b>Account</b> |
| <b>Subject</b>   | RESOLUTION 2019-XX APPROVING A MASTER PRICE AGREEMENT WITH ENVIRONMENTAL LAND SERVICES INC., OF BUNNELL, FL FOR ROAD MATERIALS |                |
| <b>Background :</b><br><b><u>UPDATE FROM THE JANUARY 8, 2019 WORKSHOP.</u></b> This item was heard by City Council at their January 8, 2019 Workshop. There were no changes suggested to this item.<br><br><b><u>ORIGINAL BACKGROUND FROM THE JANUARY 8, 2019 WORKSHOP</u></b><br>The Public Works Department is responsible for maintenance and repair of streets and roadways throughout the City on an as-needed basis.<br><br>City staff advertised and solicited bids for various road materials in accordance with the City's Purchasing Policy. City staff recommends that the City Council approve a master price agreement with Environmental Land Services Inc., of Bunnell, FL. The notice of intent to award and project bid overview are attached to this agenda item.<br><br>Since the underlying contract is a price agreement, City staff will purchase items on an as – needed basis using budgeted funds appropriated by City Council. The Fiscal Year 2019 Budget includes available funding in the City's individual department budgets to purchase road materials. The City staff estimates that the City will expend approximately \$50,000 +/-____ annually under this agreement. |  |                |
| <b>Recommended Action :</b><br>Adopt Resolution 2019-XX approving a master price agreement with Environmental Land Services Inc., of Bunnell, FL for Road Materials  |  |                |

**RESOLUTION 2018-\_\_\_\_**  
**ENVIRONMENTAL LAND SERVICES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A PRICE AGREEMENT WITH ENVIRONMENTAL LAND SERVICES INC., FOR ROAD MATERIALS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Environmental Land Services., has expressed a desire to provide road materials to the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to enter into a price agreement with Environmental Land Services Inc., for the above referenced items.

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

**SECTION 1. APPROVAL OF PRICE AGREEMENT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of a price agreement with Environmental Land Services Inc., which is attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 15th day of January 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit "A" – Price agreement with Environmental Land Services Inc., for Road Materials

Approved as to form and legality

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



Administrative Services & Economic Development  
Central Services Division

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

## NOTICE OF INTENT TO AWARD

**Project:** ITB-PW-19-15 - Road Materials (Road Base, Stone, Shell and Rock) Master Price Agreement Contract

**Date:** 12/7/2018

**Appeal Deadline:** Appeals must be filed by 5:00 PM on 12/12/2018

| Firm   | Bid          |
|--|--------------|
| Environmental Land Services of Flagler County, Inc.<br>Bunnell, FL | \$277,520.00 |
| Green Dream International, LLC<br>Alexandria, VA                   | \$353,382.50 |

The intent of the City of Palm Coast is to award ITB-PW-19-15 to Environmental Land Services of Flagler County, Inc.

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

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

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



# ITB-PW-19-15 - Road Materials (Road Base, Stone, Shell and Rock) Master Price Agreement Contract

## Project Overview

| Project Details     |   |
|---------------------|---|
| Reference ID        | ITB-PW-19-15  |
| Project Name        | Road Materials (Road Base, Stone, Shell and Rock) Master Price Agreement Contract   |
| Project Owner       | Jesse Scott   |
| Project Type        | ITB   |
| Department          | Procurement   |
| Budget              | \$0.00 - \$0.00   |
| Project Description | This Invitation to Bid is issued for the purpose of securing firm pricing for Road Materials (Road Base, Stone, Shell, and Rock). These are materials used by our Public Works Department as needed throughout the Fiscal Year. A Master Price Agreement Contract will be issued for these materials. |
| Open Date           | Oct 31, 2018 8:00 AM EDT  |
| Intent to Bid Due   | Nov 29, 2018 1:00 PM EST  |
| Close Date          | Nov 29, 2018 2:00 PM EST  |

| Awarded Suppliers | Reason | Score |
|-------------------|--------|-------|
|-------------------|--------|-------|



|   |  |              |
|---|--|--------------|
| <b>Environmental Land Services,<br/>Inc</b> |  | <b>0 pts</b> |
|---|--|--------------|

## Seal status

| <b>Requested Information</b> | <b>Unsealed on</b>       | <b>Unsealed by</b> |
|------------------------------|--------------------------|--------------------|
| Required Forms               | Nov 29, 2018 2:01 PM EST | Jesse Scott        |
| Price Schedule               | Nov 29, 2018 2:02 PM EST | Jesse Scott        |

## Conflict of Interest

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

| <b>Name</b>     | <b>Date Signed</b>       | <b>Has a Conflict of Interest?</b> |
|-----------------|--------------------------|------------------------------------|
| fred vitagliano | Dec 04, 2018 2:01 PM EST | No                                 |
| Arthur Strojny  | Dec 04, 2018 8:18 AM EST | No                                 |
| Jesse Scott     | Nov 29, 2018 2:02 PM EST | No                                 |



|            |                          |    |
|------------|--------------------------|----|
| andy hyatt | Nov 29, 2018 2:15 PM EST | No |
|------------|--------------------------|----|





## Project Criteria

| Criteria       | Points       | Description  |
|----------------|--------------|--|
| Required Forms | Pass/Fail    | Completed as requested                             |
| Required Forms | Pass/Fail    | Technical Review                                   |
| Pricing Review | 0 pts        | Total Pricing from spreadsheet. Enter Grand Total. |
| <b>Total</b>   | <b>0 pts</b> |  |



## Scoring Summary

### Active Submissions

|                                  | Total   | Required Forms | Required Forms | Pricing Review       |
|----------------------------------|---------|----------------|----------------|----------------------|
| Supplier                         | / 0 pts | Pass/Fail      | Pass/Fail      | / 0 pts              |
| Green Dream International LLC    | 0 pts   | Pass           | Pass           | 0 pts (\$353,382.50) |
| Environmental Land Services, Inc | 0 pts   | Pass           | Pass           | 0 pts (\$277,520.00) |

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 1/15/2019

|   |  |                |                        |
|---|--|----------------|------------------------|
| <b>Department</b>   | Wastewater Collection  | <b>Amount</b>  | \$75,000.00            |
| <b>Item Key</b>   |  | <b>Account</b> | #54029083 063000 85005 |
| <b>Subject</b>  | RESOLUTION 2019-XX APPROVING MASTER SERVICES AGREEMENT WITH CONCRETE CONSERVATION, LLC. FOR REHABILITATION OF WASTEWATER STRUCTURES. |                |                        |
| <b>Background :</b><br><b>UPDATE FROM THE JANUARY 8, 2019 WORKSHOP.</b> This item was heard by City Council at their January 8, 2019 Workshop. There were no changes suggested to this item.  |  |                |                        |
| <b>ORIGINAL BACKGROUND FROM THE JANUARY 8, 2019 WORKSHOP</b><br>Utility Wastewater Collection Department currently has an ongoing process to identify and eliminate sources of infiltration and inflow (I&I) into the central sewer system. Through this process, an annual program was initiated to rehabilitate failed concrete structures such as; gravity sewer manholes, pump stations, and other structures as needed. This program identifies wastewater system structures in need of repair by City staff through closed-circuit television video (CCTV) inspection. Failed structures are recorded and prioritized based on the current condition. Concrete Conservation, LLC process begins with hydroblasting the structure to remove failed material cause by hydrogen sulfide gasses. The material removed is then replaced with a modified polymer material that coats the entire structure. This process carries a ten year warranty on materials and workmanship and increases the lifespan of the structure well beyond this time. |  |                |                        |
| In accordance with the City's Purchasing Policy, City staff advertised and solicited bids for rehabilitation of wastewater structures. The City received three (3) bids, two of which were responsive and responsible and one that was deemed non-responsive by Central Services. The project bid overview and notice of intent to award are attached. Staff recommends City Council approving master services agreement with Concrete Conservation, LLC.   |  |                |                        |
| The annual contract amount for these services is \$75,000.00. The Fiscal Year 2019 Budget includes \$75,000.00 within Utility Operations to purchase these services.  |  |                |                        |
| <b>SOURCE OF FUNDS WORKSHEET FY 2019</b>  |  |                |                        |
| General Plant R&R 54029083 063000 85005   |  |                | \$2,020,000.00         |
| Total Expended/Encumbered to Date.....  |  |                | 588,179.08             |
| Current (WO/Contract).....  |  |                | 75,000.00              |
| <b>Balance.....</b>   |  |                | <b>\$1,356,820.92</b>  |
| <b>Recommended Action :</b><br>Adopt Resolution 2019-XX approving a master services agreement with Concrete Conservation, LLC for rehabilitation of wastewater structures.  |  |                |                        |

**RESOLUTION 2019-\_\_\_\_**  
**CONCRETE CONSERVATION, LLC.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A MASTER SERVICES AGREEMENT WITH CONCRETE CONSERVATION, LLC. FOR WASTEWATER STRUCTURES REHABILITATION; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** Concrete Conservation, LLC. has expressed a desire to provide wastewater structures rehabilitation services to the City of Palm Coast; and

**WHEREAS,** the City Council of the City of Palm Coast desires for Concrete Conservation, LLC. to provide the rehabilitation of wastewater structures.

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

**SECTION 1. APPROVAL OF AGREEMENT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the master services agreement with Concrete Conservation, LLC., for the rehabilitation of wastewater structures, 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 15th day of January 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit “A” – Master Services Agreement- Concrete Conservation, LLC.

Approved as to form and legality

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



Administrative Services & Economic Development  
Central Services Division

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

## NOTICE OF INTENT TO AWARD

**Project:** ITB-UT-19-16 - Rehabilitation of Wastewater Structures  
(Manholes, Wetwells and other Wastewater Structures)

**Date:** 12/7/2018

**Appeal Deadline:** Appeals must be filed by 5:00 PM on 12/12/2018

| Firm   | Bid            |
|--|----------------|
| Concrete Conservation, LLC<br>Jacksonville, FL | \$59,792.36    |
| TV Diversified, LLC<br>West Palm Beach, FL     | \$74,286.00    |
| Professional Services Group, LLC<br>Deland, FL | Non-Responsive |

The intent of the City of Palm Coast is to award ITB-UT-19-16 to Concrete Conservation, LLC

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 (bfalgout@palmcoastgov.com) shall constitute a waiver of the protest proceedings.*



# ITB-UT-19-16 - Rehabilitation of Wastewater Structures (Manholes, Wetwells, and other Wastewater Structures)

## Project Overview

| Project Details     |   |
|---------------------|---|
| Reference ID        | ITB-UT-19-16  |
| Project Name        | Rehabilitation of Wastewater Structures (Manholes, Wetwells, and other Wastewater Structures)   |
| Project Owner       | Jesse Scott   |
| Project Type        | ITB   |
| Department          | Procurement   |
| Budget              | \$0.00 - \$0.00   |
| Project Description | This Invitation to Bid is issued for the purpose of securing a Master Services Agreement Contract for the rehabilitation of wastewater structures (manholes, wetwells and other wastewater structures). |
| Open Date           | Oct 31, 2018 8:00 AM EDT  |
| Intent to Bid Due   | Nov 28, 2018 2:00 PM EST  |
| Close Date          | Nov 29, 2018 2:00 PM EST  |

| Awarded Suppliers           | Reason | Score |
|-----------------------------|--------|-------|
| Concrete Conservation, Inc. |        | 0 pts |





## Seal status

| Requested Information        | Unsealed on              | Unsealed by |
|------------------------------|--------------------------|-------------|
| Required Forms and Documents | Nov 29, 2018 2:05 PM EST | Jesse Scott |
| Price Schedule Spreadsheet   | Nov 29, 2018 2:05 PM EST | Jesse Scott |
| Reference Spreadsheet        | Nov 29, 2018 2:05 PM EST | 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? |
|---------------|--------------------------|-----------------------------|
| Danny Ashburn | Dec 03, 2018 8:46 AM EST | No                          |
| ralph hand    | Nov 30, 2018 7:03 AM EST | No                          |
| Jesse Scott   | Nov 29, 2018 2:06 PM EST | No                          |



## Project Criteria

| Criteria                     | Points       | Description                                       |
|------------------------------|--------------|---|
| Required Forms               | Pass/Fail    | Completed as requested                            |
| Required Forms and Documents | Pass/Fail    | Technical Review                                  |
| References                   | Pass/Fail    | References reviewed and checked                   |
| Price Schedule               | 0 pts        | Total from Pricing Spreadsheet in format \$000.00 |
| <b>Total</b>                 | <b>0 pts</b> |   |



## Scoring Summary

### Active Submissions

|                                  | Total   | Required Forms | Required Forms and Documents | References | Price Schedule      |
|----------------------------------|---------|----------------|------------------------------|------------|---------------------|
| Supplier                         | / 0 pts | Pass/Fail      | Pass/Fail                    | Pass/Fail  | / 0 pts             |
| Professional Services Group, LLC | 0 pts   | Fail           | Fail                         | Fail       | 0 pts (\$32,566.00) |
| Concrete Conservation, Inc.      | 0 pts   | Pass           | Pass                         | Pass       | 0 pts (\$59,792.36) |
| TV Diversified, LLC              | 0 pts   | Pass           | Pass                         | Mixed      | 0 pts (\$74,286.00) |

## City of Palm Coast, Florida Agenda Item

Agenda Date: 1/15/2019

|   |   |                |                            |
|---|---|----------------|----------------------------|
| <b>Department</b>   | PUBLIC WORKS  | <b>Amount</b>  |                            |
| <b>Item Key</b>   | 5660  | <b>Account</b> | Various accounts & amounts |
| <b>Subject</b>  | RESOLUTION 2019-XX APPROVING MASTER PRICE AGREEMENT WITH HARRIS CULVERT FOR CULVERT PIPES |                |                            |
| <b>Background :</b><br><b><u>UPDATE FROM THE JANUARY 8, 2019 WORKSHOP.</u></b> This item was heard by City Council at their January 8, 2019 Workshop. There were no changes suggested to this item.<br><br><b><u>ORIGINAL BACKGROUND FROM THE JANUARY 8, 2019 WORKSHOP</u></b><br>The Public Works Department is responsible for replacing and maintaining various types of drainage pipe throughout the City on an as-needed basis.<br><br>City staff advertised and solicited bids for culvert pipes in accordance with the City’s Purchasing Policy. City staff recommends that the City Council approve a master price agreement with Harris Culvert, Inc., of Palm Coast, FL. The notice of intent to award and project bid overview is attached to this agenda item.<br><br>Since this is a price agreement, City staff will purchase items on an as-needed basis using budgeted funds appropriated by City Council. The City staff estimates that the City will expend approximately \$100,000 +/- annually under this agreement |   |                |                            |
| <b>Recommended Action :</b><br>Adopt Resolution 2019-XX approving a master price agreement with Harris Culvert, Inc., for culvert pipes.  |   |                |                            |
|   |   |                |                            |

**RESOLUTION 2019-\_\_\_\_**  
**HARRIS CULVERT, INC.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A PRICE AGREEMENT WITH HARRIS CULVERT, INC., TO PURCHASE VARIOUS TYPES OF CULVERT PIPE; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Harris Culvert, Inc., has expressed a desire to provide various types of drainage pipes to the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to enter into a price agreement with Harris Culvert, Inc., for the above referenced items.

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

**SECTION 1. APPROVAL OF PRICE AGREEMENT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of a price agreement with Harris Culvert, Inc., which is attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 15<sup>th</sup> day of January 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit "A" – Price agreement with Harris Culvert, Inc., for Culvert Pipes

Approved as to form and legality

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



# ITB-PW-19-17 - Culvert Pipes (Aluminized Corrugated Metal and High Density Polyethylene - HDPE)

## Project Overview

| Project Details     |  |
|---------------------|--|
| Reference ID        | ITB-PW-19-17   |
| Project Name        | Culvert Pipes (Aluminized Corrugated Metal and High Density Polyethylene - HDPE)   |
| Project Owner       | Jesse Scott  |
| Project Type        | ITB  |
| Department          | Procurement  |
| Budget              | \$0.00 - \$0.00  |
| Project Description | This Invitation to Bid is issued for the purpose of soliciting bid proposals for a one year Price Agreement Contract for Culvert Pipes , both Aluminized Corrugated Metal and High Density Polyethylene. |
| Open Date           | Nov 14, 2018 8:00 AM EST   |
| Intent to Bid Due   | Nov 28, 2018 2:00 PM EST   |
| Close Date          | Nov 29, 2018 2:00 PM EST   |

| Awarded Suppliers   | Reason | Score |
|---------------------|--------|-------|
| HARRIS CULVERT INC. |        | 0 pts |



## Seal status

| Requested Information    | Unsealed on              | Unsealed by |
|--------------------------|--------------------------|-------------|
| Required Forms           | Nov 29, 2018 2:07 PM EST | Jesse Scott |
| Price Proposal Worksheet | Nov 29, 2018 2:08 PM EST | 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? |
|----------------|--------------------------|-----------------------------|
| Arthur Strojny | Nov 29, 2018 3:16 PM EST | No                          |
| Jesse Scott    | Nov 29, 2018 2:08 PM EST | No                          |
| andy hyatt     | Nov 29, 2018 2:18 PM EST | No                          |





## Project Criteria

| Criteria       | Points       | Description                                |
|----------------|--------------|--|
| Required Forms | Pass/Fail    | Completed as requested                     |
| Required Forms | Pass/Fail    | Technical Review                           |
| Pricing        | 0 pts        | Enter Grand Total from Pricing Spreadsheet |
| <b>Total</b>   | <b>0 pts</b> |  |



# Scoring Summary

## Active Submissions

|                     | Total   | Required Forms | Required Forms | Pricing              |
|---------------------|---------|----------------|----------------|----------------------|
| Supplier            | / 0 pts | Pass/Fail      | Pass/Fail      | / 0 pts              |
| HARRIS CULVERT INC. | 0 pts   | Pass           | Pass           | 0 pts (\$176,433.00) |



Administrative Services & Economic Development  
Central Services Division

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

## NOTICE OF INTENT TO AWARD

**Project:** ITB-PW-19-17 - Culvert Pipes (Aluminized Corrugated Metal and High Density Polyethylene – HDPE)

**Date:** 12/7/2018

**Appeal Deadline:** Appeals must be filed by 5:00 PM on 12/12/2018

| Firm                                   | Bid          |
|--|--------------|
| Harris Culvert, Inc.<br>Palm Coast, FL | \$176,433.00 |

The intent of the City of Palm Coast is to award ITB-PW-19-17 to Harris Culvert, 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.*

## City of Palm Coast, Florida Agenda Item

Agenda Date : 01/15/2018

|   |   |                |                 |
|---|---|----------------|-----------------|
| <b>Department</b>   | CITY CLERK  | <b>Amount</b>  | \$30,000.00     |
| <b>Item Key</b>   | 5803  | <b>Account</b> | 10018099-082002 |
| <b>Subject</b>  | RESOLUTION 2019-XX APPROVING AN AGREEMENT WITH FLAGLER VOLUNTEER SERVICES, INC. |                |                 |
| <b>Background :</b><br><b><u>UPDATE FROM THE JANUARY 8, 2019 WORKSHOP.</u></b> This item was heard by City Council at their January 8, 2019 Workshop. There were no changes suggested to this item.<br><br><b><u>ORIGINAL BACKGROUND FROM THE JANUARY 8, 2019 WORKSHOP</u></b><br>The City of Palm Coast has partnered with Flagler Volunteer Services for 17 years. Consistently, the City of Palm Coast has maintained \$25,000 of funding supporting the agency. Because of increasing costs and funding cuts in several grants the agency depends upon, Flagler Volunteer Services requested and City Council approved a \$5,000 increase during the budget process. This agenda item implements the City Council action taken during the budget process. |   |                |                 |
| <b>Recommended Action :</b><br>Adopt Resolution 2019-XX approving an agreement with Flagler Volunteer Services, Inc.  |   |                |                 |
|   |   |                |                 |

**RESOLUTION 2019-\_\_\_\_\_**  
**FLAGLER VOLUNTEER SERVICES, INC.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE AGREEMENT WITH FLAGLER VOLUNTEER SERVICES, INC.; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Flagler Volunteer Services serves volunteers of all ages that serve a vital role to government agencies, nonprofits, and healthcare facilities; and

**WHEREAS**, the recruits and places volunteers with 40 agencies that are located in the City of Palm Coast as well as provides volunteer support for special local events and programs held within the City of Palm Coast; and

**WHEREAS**, the Flagler Volunteer Services, through the use of grant funds provided by the City and funds invested by the Flagler Volunteer Services shall accomplish certain activities and programs as set forth herein.

**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 of the terms and conditions of the agreement with Flagler Volunteer Services, 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.

**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 15th day of January 2019.

**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

## THE FLAGLER VOLUNTEER SERVICES, INC. AND CITY OF PALM COAST AGREEMENT FOR ASSISTANCE

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF PALM COAST, FLORIDA (hereinafter referred to as the "CITY"), a municipal corporation of the State of Florida, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, and the FLAGLER VOLUNTEER SERVICES, INC. (hereinafter referred to as the "FVS"), a non-profit corporation of the State of Florida, whose address is P.O. Box 353755, Palm Coast, Florida 32135-3755.

### WITNESSETH:

**WHEREAS**, the FVS serves volunteers of all ages that serve a vital role to government agencies, non-profits and healthcare facilities; and

**WHEREAS**, the FVS recruits and places volunteers with 30 agencies that are located in the City of Palm Coast as well as provides volunteer support for special local events and programs held within the City of Palm Coast; and

**WHEREAS**, the FVS, through the use of grant funds provided by the CITY and funds invested by the FVS shall accomplish certain activities and programs as set forth herein, and

**WHEREAS**, the City has concluded that the investment of public funds in the subject activities, programs and support services in the amount set forth herein is in the public interest and the City Council of the CITY has concluded that the activities, programs and support services as set forth herein, are in the public interest and provide for and accomplish a public purpose; and

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the FVS agree as follows:

**SECTION 1. RECITALS.** The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

**SECTION 2. PURPOSE.** Subject to the terms and conditions hereinafter set forth, CITY shall provide grant funding to the FVS and shall provide the activities and programs set forth in Section 3 of this Agreement.

### **SECTION 3. ACTIVITIES & PROGRAMS PROVIDED BY THE FVS/COSTS.**

(a) The activities, programs and support services that the FVS shall provide to the CITY and the community shall be provided under the terms and conditions of this Agreement and the Memorandum of Understanding attached hereto and incorporated by reference herein, and shall occur or be located within the CITY Limits of the CITY.

(b) The FVS will make every effort to repeat the activities, programs and support services accomplished by the FVS in the last several fiscal years.

(c) The CITY shall provide FVS the total annual sum of \$30,000.00 in the form of equal quarterly installments of \$7,500.00, the initial quarterly installment to be invoiced in October 2018 for expenses based on the deliverables described in this Section.

(d) The FVS shall provide a monthly report outlining all activities consistent with the requirements herein and for which CITY funds have been used.

**SECTION 4. LIABILITY.** The FVS agrees to indemnify and hold the CITY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, of any kind whatsoever, or damages to any property, of any kind whatsoever, arising out of or in any way connected with the services, programs and activities of the FVS provided to the CITY as set forth in this Agreement relating to the services, programs, projects, operations or activities of the FVS and with regard to any act or omission of the FVS. To the fullest extent permitted by law, the FVS shall indemnify, hold harmless and defend the CITY, its officials, officers, agents, servants, and employees, or any of them, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of this Agreement. In accordance with Section 725.06, *Florida Statutes*, adequate consideration has been provided to the FVS for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, *Florida Statutes*. In claims against any person or entity indemnified under this Section by an employee of the FVS or its agents or subcontractors, anyone directly or indirectly employed by the FVS or anyone for whose acts the FVS may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the FVS or its agents or subcontractors, under Workers' Compensation acts, disability benefits acts. The FVS' employees and contractors shall not be deemed to be CITY employees in any way or be eligible for any benefit of CITY employment.

**SECTION 5. TERM.** This Agreement shall become effective on October 1, 2018 (the date of execution by the parties notwithstanding), and shall continue in effect until September 30, 2019.

**SECTION 6. NOTICES.**

(a). Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party's name below, or at such other address as the party shall specify by written notice to the other party delivered in accordance herewith.

(b). Notices shall be given as follows:

**THE CITY:**

Beau Falgout, Interim City  
Manager  
City of Palm Coast  
160 Lake Avenue  
Palm Coast, Florida 32164

**THE FVS:**

Suzy Gamblain, Executive  
Director Flagler Volunteer  
Services, Inc. P.O. Box 353755  
Palm Coast, Florida 32135-3755



**SECTION 7. GOVERNING LAW.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

**SECTION 8. NO GENERAL CITY OBLIGATION.** In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the *ad valorem* taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the *Constitution of the State of Florida* or any other applicable laws, but shall be payable solely from legally available revenues and funds. Neither the FVS nor any other party shall ever have the right to compel the exercise of the *ad valorem* taxing power of the CITY.

**SECTION 9. RECORDS AND AUDITS.**

(a) The GRANTEE shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The GRANTEE shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of this Agreement and date of final payment for said services, or date of termination of this Agreement. The CITY may perform, or cause to have performed, an audit of the records of the GRANTEE before or after final payment to support final payment hereunder. This audit shall be performed at a time mutually agreeable to the GRANTEE and the CITY subsequent to the close of the final fiscal period in which the Agreement is performed. Total compensation to the GRANTEE may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the GRANTEE. In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of this Agreement, the GRANTEE shall refund such overpayment to the CITY within thirty (30) days of notice by the CITY of the request for the refund.

(b) GRANTEE agrees that this Agreement is subject to and governed by the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. GRANTEE acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. The GRANTEE shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, that would be required to be kept and maintained by the CITY in order to perform the scope of services. The GRANTEE shall provide public access to the public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost allowed by law. The GRANTEE shall not disclose public records that are exempt or confidential and exempt from public records disclosure unless specifically authorized by law. The GRANTEE shall comply with all requirements for retaining public records and shall transfer, at no cost to the CITY, all public records in the possession of the GRANTEE upon termination or expiration of this Agreement. The GRANTEE shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All public records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with this requirement shall result in the immediate termination of

the Agreement, without penalty to the CITY. Further, the GRANTEE shall fully indemnify and hold harmless the CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the GRANTEE's failure to comply with these requirements.

**SECTION 10. DEFAULT.**

(a) In the event of default by the FVS, the CITY shall be entitled to any and all legal remedies available under Florida law.

(b) Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party thirty (30) days from the date of receipt to cure such defaults.

**SECTION 11. ASSIGNMENT.** This Agreement shall be binding in the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligation to any other party.

**SECTION 12. COMPLIANCE WITH LAWS AND REGULATIONS.** The FVS shall obtain and possess, throughout the term of this Agreement, all licenses and permits applicable to its operations under Federal, State and local laws and shall comply with all fire, health, and other applicable regulatory codes.

**SECTION 13. ATTORNEYS FEES.** In the event it becomes necessary to institute legal action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all out-of-pocket expenses and costs and all reasonable attorneys fees, paralegal fees and associated fees and costs from the date of filing until the termination of litigation whether incurred at trial, on appeal, or otherwise.

**SECTION 14. NONDISCRIMINATION.** The FVS agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The FVS, moreover, shall comply with all the requirements as imposed by the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of State law related thereto.

**SECTION 15. CONFLICT OF INTEREST.** The FVS agrees that it will not engage in any action that would create or cause a conflict of interest in the performance of its obligations pursuant to this Agreement with the CITY or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government or create or cause a violation of said provisions of law by an officer, employee or agent of the CITY.

**SECTION 16. INTERPRETATION.** The CITY and the FVS agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one (1) heading may be considered to be equally applicable under another in the interpretation of this Agreement. This Agreement is the result of a *bona fide* arms length negotiations between the CITY and the FVS and all parties have contributed substantially and materially to the preparation of the Agreement. This Agreement shall not be construed more strictly against either party on the basis of being the drafter thereof, and both

parties have contributed to the drafting of this Agreement. All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

**SECTION 17. FORCE MAJEURE.** The CITY's obligations hereunder shall be subject to the concept of *force majeure*. Accordingly, in the event of Acts of God, riot, weather disturbances, permitting, war, terrorism, civil disobedience, geologic subsidence, electrical failure, malfunctions, and events of a similar nature, the CITY shall be excused from providing continual utility service until the cause or causes thereof have been remedied.

**SECTION 18. FURTHER DOCUMENTS.** Each of the parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purpose of this Agreement.

**SECTION 19. FAILURE TO ENFORCE NOT WAIVER OF RIGHT.** Failure by the CITY to enforce any provision contained herein shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to any breach occurring prior or subsequent thereto.

**SECTION 20. CAPTIONS.** Sections and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement, or any provision hereto.

**SECTION 21. DISCLAIMER OF THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein, and no right or case of action shall accrue upon or by reason hereon, to or for the benefit of any third party not a formal party hereto.

**SECTION 22. SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of this Agreement.

**SECTION 23. ENTIRE AGREEMENT.** This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements between parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

**SECTION 24. MODIFICATION.** This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith, approved by the parties to this Agreement.

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

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

**CITY OF PALM COAST, FLORIDA**

By: \_\_\_\_\_  
Beau Falgout, City Manager

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

**FLAGLER VOLUNTEER SERVICES, INC.**

By: \_\_\_\_\_  
Suzy Gamblain, Executive Director

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

# Volunteer!

## Flagler Volunteer Services

Flagler Volunteer Services, Inc.

PO Box 353755

Palm Coast, FL 32135-3755

Phone: 386-597-2950

[www.flaglervolunteer.org](http://www.flaglervolunteer.org)

Located at 5400 E. Highway 100, Palm Coast, FL

July 8, 2018

City of Palm Coast  
Jim Landon, City Manager  
c/o Beau Falgout  
Purchasing & Contract Management Division  
160 Lake Avenue  
Palm Coast, FL 32164

Dear Mr. Landon,

Flagler Volunteer Services is asking for \$30,000 in funding from the City of Palm Coast for the 2018-2019 fiscal year. This is an increase that is needed by our agency due to funding cuts in several grants our agency depends upon to provide the volunteer support that we do in our community.

The City of Palm Coast has been a great partner and maintained a \$25,000 funding for our agency for the past 17 years. This would be the first increase we have received in that time. Although I recognize the difficult budget year the county is facing I cannot express the importance of additional funding to support volunteerism.

In the past couple years, Flagler Volunteer Services has greatly stepped up to support the volunteer needs of the community during both Hurricane Matthew & Irma. This was at a cost to our agency to provide both staff and volunteer time focused on disaster response, recovery and preparedness efforts that are continuing to this day. Although we pray that we will not face another disaster in the coming years for us to be able to respond in the same way we will need additional funding to support our staffing who oversees these volunteer efforts.

We want to assure you that Flagler Volunteer Services is run as efficiently as possible. Managing the ongoing volunteer needs of this community currently requires more than 280 hours of staffing per week. The workload is equal to 7 full time employees. Flagler Volunteer Services is currently managing this with the equivalent of only 3 paid full time employees by making best use of experienced office volunteers. What allows us to effectively meet the different and changing needs of our community is the professional and experienced staff that we have in place. Without continued funding, we will be forced to reduce staff and cut programs. This will have a detrimental impact for all the agencies we serve in the City of Palm Coast as well as the community that receives services through the volunteer support we provide.

Our agency provides volunteer recruitment, orientation & training, referrals, matching, coordination, and placement, as well as volunteer recognition to local non-profits and government agencies. You will find our volunteers working for the Palm Coast Fire & Rescue, Flagler County Sheriff's Palm Coast Sub-Station, School District, Florida Hospital - Flagler, local Hospices, State Parks, over 50+ locations in total. Additionally, many of our volunteers donate their time to improve the quality of life for residents of our community through the many programs that have been developed and managed by Flagler Volunteer Services. (Please see attachment for a breakdown of our programs.)

In 2017 Flagler Volunteer Services coordinated a record 3,885 volunteers who served over 194,996 hours at 48 government and non-profit agencies in Flagler County. More than 25,000 hours were devoted to disaster preparedness, relief, response and recovery activities. Based on the Independent Sector's Value in Florida - \$23.56 the volunteer hours served is valued at \$4,594,106! The value of volunteerism is undeniable. The importance of having an organization to assist that volunteer effort is critical to the effectiveness of volunteerism in our community.

Our goal is not only to maintain the level of services that we currently provide to agencies in the City of Palm Coast but to also continue to develop and maintain programs to meet emerging needs.

Please consider the worthiness of this agency to you, to the community, and also to the volunteers who are so dedicated to giving of their time and resources.

Thank you.

Sincerely,



Suzanne Gamblain, Executive Director  
Flagler Volunteer Services, Inc.  
(386) 597-2950

---

*Flagler Volunteer Services, Inc. is a 501(c)(3) organization 85-8012636609C-6*

Flagler Volunteer Services is supported by the Corporation for National & Community Service, Volunteer Florida, the Flagler County Board of Commissioners, City of Palm Coast, City of Flagler Beach, City of Bunnell, United Way of Volusia/Flagler, local businesses & the citizens of Flagler County. Flagler Volunteer Services works in partnership with the Flagler County Board of Educators.

REFER TO: CH22591. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE

## Flagler Volunteer Services - Community Programs

**RSVP Program:** This program encourages seniors to utilize their skills and talents to assist local organizations in meeting priority needs in our community. Our primary focus areas for RSVP are Education, Veterans & Military Families, Environmental Stewardship, Disasters, and Economic Improvement.

**Reading Programs:** Our ReadingPals program (grades Pre-K-3<sup>rd</sup>) focuses on improving literacy skills of our youth. Through this programs volunteers visit the same students, each week, and work with them one-on-one or in a very small group setting to encourage them to read aloud. As a result, teachers have reported improved grades and students have developed a love for reading. Learning to read is so vital to a child's education, the volunteers in these programs make lasting impacts on our youth!

**The Giving Store:** This holiday event allows economically disadvantaged children to "shop" for new Holiday gifts for each family member living in their household. The experience is at no charge for the child, and brings an enormous reward to their lives. Children who would have otherwise been unable to afford to buy holiday gifts for their family members select gifts free of charge at the Giving Store. This event requires more than 100 volunteers and helps to increase the child's self-esteem by giving them the opportunity to experience "The Joy of Giving".

**Flagler County Blanketeers:** This program is made up of over 60 volunteers who make thousands of blankets and other handmade items for people facing crisis. Distribution includes teen mothers, patients receiving cancer treatments, dialysis, or end of life care through hospice, victims of crime, survivors of natural disasters and even our troops!

**SWAT Team (Support Workers Available Today):** Volunteers are always on call to assist with local special events, fundraisers, and one-time needs. The volunteer support provided by the SWAT Team has helped local non-profits to raise money and to provide services to Flagler County Residents. Here are some of the agencies and events we have provided support to in the past year:

*Back to School Jam- Education Foundation  
Feed Flagler  
Access Flagler First  
FC Schools – special events, concession  
stands*

*Washington Oaks – special events  
Fantasy of Lights, Home Show &  
Service Fair, Relay For Life, Surfers for  
Autism, and many other community  
events....*

**Emergency Support Services:** This program ensures that there are trained volunteers available to serve before, during or after any disaster that could impact our community.

**Flagler County School Volunteer Coordination:** Our agency provides the F.C. School District with assistance in volunteer coordination, placement, and tracking. We maintain their school volunteer database which contains information on over 4,000 school volunteers.

## City of Palm Coast, Florida Agenda Item

Agenda Date: 01/15/2019

|  |  |                |          |
|--|--|----------------|----------|
| <b>Department</b>  | ADMINISTRATIVE SERVICES  | <b>Amount</b>  | \$55,000 |
| <b>Item Key</b>  |  | <b>Account</b> | Various  |
| <b>Subject</b>   | RESOLUTION 2019-XX APPROVING PIGGYBACKING THE SOURCEWELL CONTRACT WITH STAPLES CONTRACT & COMMERCIAL, INC. TO PURCHASE VARIOUS OFFICE SUPPLIES |                |          |
| <b>Background :</b><br><b>UPDATE FROM THE JANUARY 8, 2019 WORKSHOP.</b> This item was heard by City Council at their January 8, 2019 Workshop. There were no changes suggested to this item.   |  |                |          |
| <b>ORIGINAL BACKGROUND FROM THE JANUARY 8, 2019 WORKSHOP</b><br>On an as-needed basis, City staff need to purchase various office supplies. The City of Palm Coast currently utilizes a piggybacked Lee County Contract (# RFP140256), which is set to expire January 3, 2019.   |  |                |          |
| City staff is recommending that City Council approve piggybacking the Sourcewell (formerly National Joint Powers Alliance – NJPA) Contract (# NJPA01615) with Staples Contract & Commercial, Inc. through August 1, 2019. Piggybacking existing competitively bid contracts is advantageous since the pricing is generally better than what the City could obtain on its own, and the City does not incur the expense and delay of soliciting a bid. Switching from the Lee County Contract (which is expiring January 3, 2019) to the Sourcewell Contract will provide the City with more price options (i.e. price matching with lowest quote) and offers IT products not available under the Lee County Contract. |  |                |          |
| Since the underlying contract is a price agreement, City staff will purchase items on an as – needed basis using budgeted funds appropriated by City Council. The Fiscal Year 2019 Budget Includes available funding in the City’s individual department budgets to purchase office supplies. City staff estimate that the City will expend approximately \$55,000 annually under this Piggyback contract.   |  |                |          |
| <b>Recommended Action :</b><br>Adopt Resolution 2018-XX approving piggybacking the Sourcewell Contract with Staples Contract & Commercial, Inc. to purchase various office supplies.   |  |                |          |



**RESOLUTION 2019 - \_\_\_\_**  
**SOURCEWELL CONTRACT WITH STAPLES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE SOURCEWELL CONTRACT WITH STAPLES CONTRACT & COMMERCIAL, INC., FOR THE PURCHASE OF OFFICE SUPPLIES CITY-WIDE; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast purchases office supplies City-wide as needed;  
and

**WHEREAS**, Sourcewell has Contract # NJPA01615 with Staples Contract & Commercial, Inc., for office supplies; and

**WHEREAS**, the City of Palm Coast desires to piggyback the above referenced contract for the purchase of office supplies.

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

**SECTION 1. APPROVAL OF PIGGYBACK CONTRACT.** The City Council of the City of Palm Coast hereby approves piggybacking the Sourcewell Contract # NJPA01615 with Staples Contract & Commercial, Inc., to purchase office supplies, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 15th day of January 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: – Exhibit A –Piggyback Contract between SourceWell Contract #NJPA01615 and Staples Contract & Commercial, Inc.

Approved as to form and legality

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



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

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

November 15, 2018

Scott Baker  
Contract Administrator  
Staples Advantage  
16501 Trojan Way  
La Mirada, CA 90638

**RE: Engagement Letter Authorizing Piggyback**  
**Office, School, and Other Workplace Related Supplies and Services**

Contract Name  
**RFP 010615**

Contract Reference

Dear Scott Baker,

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

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

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

Sincerely,

DocuSigned by:

*Rose Conceicao*

9C4ED497E51242A...

Rose Conceicao  
Risk Management & Contract Coordinator  
[rconceicao@palmcoastgov.com](mailto:rconceicao@palmcoastgov.com)

**Engagement Letter Authorizing Piggyback  
Office, School, and Other Workplace Related Supplies and Services**

Contract Name  
**RFP 010615**  
Contract Reference

**CITY OF PALM COAST**

Signature

Print Name

Date

**Staples Advantage**

DocuSigned by: iy)  
*Scott Baker*  
7AA0C054E51C489...

Signature

Scott Baker

Print Name

Nov 15, 2018 | 11:54 AM PST

Date



## CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Staples Advantage

Project Name: Office, School, and Other Workplace Related Supplies and Services

Bid/Reference # RFP 010615

Contract Type: Piggyback

Contract Value \$ 55000.00

Resolution # \_\_\_\_\_

City Council Approval Date: \_\_\_\_\_

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

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

Length of Contract: 08/01/2019

Renewable (Y/N): Y

If Yes, # and length of renewals: 1 Year

City's Project Manager Rose Conceicao

### Brief Description/Purpose:

To utilize the pricing on the Sourcwell contract with Staples to purchase Office Supplies and other work place related supplies and services (including technology items).

### Approvals:

Responsible Dept. Director \_\_\_\_\_

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

City Finance \_\_\_\_\_

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

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

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

ASED Director \_\_\_\_\_

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

City Manager \_\_\_\_\_

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



## Form D – Formal Offering of Proposal



Contract Award

RFP #010615

(To be completed Only by Proposer)

### OFFICE, SCHOOL, AND OTHER WORKPLACE-RELATED SUPPLIES AND SERVICES

In compliance with the Request for Proposal (RFP) for OFFICE, SCHOOL, AND OTHER WORKPLACE-RELATED SUPPLIES AND SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Staples Contract & Commercial, Inc., operating as Staples Advantage

Date: 12-19-14

Company Address: 500 Staples Drive

City: Framingham State: MA Zip: 01702

Contact Person: Don Hasch Title: Senior Manager/Vertical Markets

Authorized Signature (ink only): Christine T. Komola

Name printed: Christine T. Komola  
EVP and Chief Financial Officer

**Staples Contract & Commercial, Inc., operating as Staples Advantage**





**Form E****Contract Acceptance and Award**

(To be completed only by NJPA)

**NJPA 010615 # OFFICE, SCHOOL, AND OTHER WORKPLACE-RELATED SUPPLIES AND SERVICES**STAPLES CONTRACT & COMMERCIAL, INC. OPERATING AS STAPLES ADVANTAGE**Proposer's full legal name**

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be August 1, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

**National Joint Powers Alliance® (NJPA)**

NJPA Authorized signature: \_\_\_\_\_

NJPA Executive Director

Dr. Chad Coquette

(Name printed or typed)

Awarded this 20th day of January, 20 15NJPA Contract Number 010615-SCC

NJPA Authorized signature: \_\_\_\_\_

NJPA Board Member

Scott Veronen

(Name printed or typed)

Executed this 20th day of January, 20 15NJPA Contract Number 010615-SCC

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

**Vendor Name** Staples Contract & Commercial, Inc., operating as Staples Advantage

Vendor Authorized signature: \_\_\_\_\_

Christine ThorneChristine Thorne

(Name printed or typed)

Title: EVP and Chief Financial OfficerExecuted this 11th day of February, 20 15NJPA Contract Number 010615-SCC

**NATIONAL JOINT POWERS ALLIANCE (NJPA) AWARDED VENDOR**  
**REQUIRED FEDERAL CONTRACT PROVISIONS CERTIFICATION**

When a National Joint Powers Alliance (NJPA) Member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law and local rule. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200 (also referred to as the "Uniform Guidance" or "EDGAR").

NJPA awarded Vendors must complete this certification regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific NJPA Member purchases using federal grant or contract dollars. NJPA Members may also require Vendors to enter into ancillary agreements, in addition to the NJPA contract's general terms and conditions, to address the Member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts. NJPA reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements.

Note: The numbering and identification contained herein is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 2 CFR Part 200.

---


**Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

*Pursuant to Rule (A) above, National Joint Powers Alliance reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.*

Yes

Vendor Agrees (YES or NO)


  
Initials of Authorized Representative

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

*Pursuant to Rule (B) above, National Joint Powers Alliance reserves the right to terminate any agreement resulting from this procurement process pursuant to National Joint Powers Alliance RFP #010615 sections 7.13 and 7.17. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure. National Joint Powers Alliance reserves the right to terminate any agreement resulting from this procurement process without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.*

Yes

Vendor Agrees (YES or NO)

  
Initials of Authorized Representative

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment



Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." This provision is hereby incorporated by reference into all applicable contracts.

*Pursuant to Rule (C) above, the equal opportunity clause is incorporated by reference herein.*

Yes

Vendor Agrees (YES or NO)

CTK

Initials of Authorized Representative

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. This provision is hereby incorporated by reference into all applicable contracts.

*Pursuant to Rule (D) above, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.*

Yes

Vendor Agrees (YES or NO)

CTK

Initials of Authorized Representative

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into all applicable contracts.

*Pursuant to Rule (E) above, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process.*

Yes

Vendor Agrees (YES or NO)

CTK

Initials of Authorized Representative



(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

*Pursuant to Rule (F) above, Vendor certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Rule (F) above.*

Yes

Vendor Agrees (YES or NO)

CTK

Initials of Authorized Representative

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). This provision is hereby incorporated by reference into all applicable contracts.

*Pursuant to Rule (G) above, Vendor certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Rule (G) above.*

Yes

Vendor Agrees (YES or NO)

CTK

Initials of Authorized Representative

(H) Debarment and Suspension (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

*Pursuant to Rule (H) above, Vendor certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.*

Yes

Vendor Agrees (YES or NO)

CTK

Initials of Authorized Representative

(I) Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Rule (I) above, as applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Yes

Vendor Agrees (YES or NO)

Initials of Authorized Representative

#### Record Retention Requirements

Vendor certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Vendor will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Yes

Vendor Agrees (YES or NO)

Initials of Authorized Representative

#### Energy Policy and Conservation Act Compliance

To the extent applicable, Vendor certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Vendor will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Yes

Vendor Agrees (YES or NO)

Initials of Authorized Representative

#### Buy American Provisions Compliance

To the extent Vendor has agreed to comply with applicable provisions of the Buy American Act with a particular public entity, Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

Yes

Vendor Agrees (YES or NO)

Initials of Authorized Representative

#### Access to Records (2 C.F.R. § 200.336)

Vendor agrees that duly authorized representatives of the Agency shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Yes

Vendor Agrees (YES or NO)

Initials of Authorized Representative



*Vendor agrees to comply with federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.*

*This certification shall be effective through the term of the Vendor's NJPA awarded contract.*

Vendor: Staples Contract & Commercial, Inc

Contract number: 010615-SCC

Category: School & Office Equipment/Supplies

Description: OFFICE, SCHOOL, AND OTHER WORKPLACE-RELATED SUPPLIES  
AND SERVICES

Maturation date: 08/01/2019

Address: 500 Staples Drive

City, state, zip code: Framingham, MA 01702

Phone number: (508) 253-5000

Printed name and title of  
authorized representative: Christine T. Komolau, CFD

Signature of authorized  
representative: Christine T. Komolau

Date: 7-21-17



## City of Palm Coast, Florida Agenda Item

Agenda Date: 01/15/2019

|                             |                    |                |
|-----------------------------|--------------------|----------------|
| <b>Department</b>           | CITY CLERK         | <b>Amount</b>  |
| <b>Item Key</b>             |                    | <b>Account</b> |
| <b>Subject</b>              | CALENDAR/WORKSHEET |                |
| <b>Background :</b>         |                    |                |
| <b>Recommended Action :</b> |                    |                |
|                             |                    |                |



## Meeting Calendar for 1/15/2019 through 2/28/2019

**1/15/2019 9:00 AM**

City Council  
City Hall

**1/16/2019 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**1/17/2019 9:00 AM**

City Council Special Meeting-City Manager Search  
City Hall

**1/22/2019 9:00 AM**

Special Council Workshop  
City Hall

**1/24/2019 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

**1/29/2019 9:00 AM**

City Council Workshop  
City Hall

**2/4/2019 9:00 AM**

City Council Special Meeting-City Manager Search  
City Hall

**2/5/2019 6:00 PM**

City Council  
City Hall



## Meeting Calendar for 1/15/2019 through 2/28/2019

**2/6/2019 10:00 AM**

Code Enforcement Board  
City Hall

**2/12/2019 9:00 AM**

City Council Workshop  
City Hall

**2/15/2019 8:30 AM**

Volunteer Firefighters' Pension Board  
Fire Station #25

**2/19/2019 9:00 AM**

City Council  
City Hall

**2/20/2019 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**2/26/2019 9:00 AM**

City Council Workshop  
City Hall

| #  | File # | Item          | Title   | Staff            |
|----|--------|---------------|---|------------------|
|    |        |               |   |                  |
|    |        |               | <b>SPECIAL Business Meeting 01/17/2019</b>                |                  |
|    |        |               | SGR-City Manager Search                                   | Thomas           |
|    |        |               | <b>SPECIAL Workshop 01/22/2019</b>                        |                  |
|    |        | Presentation  | Unfunded Priorities-Pavement Mgmt Program and PW facility | Staff            |
|    |        |               | <b>Workshop 01/29/2019</b>                                |                  |
| 1  |        | Resolution    | FEMA Generators   | Blake/Kronenberg |
| 2  |        | Resolution    | 2019 Sanitary Sewer Lining                                | Blake/Kronenberg |
| 3  |        | Resolution    | City Wide Security Assessment and Master Plan             | Burkhart         |
| 4  |        | Presentation  | Cell Tower updates  | Burkhart         |
| 5  |        | Presentation  | Fl. Park Drive Traffic /Environment study                 | Cote             |
| 6  |        | Resolution    | IA Statewide Emergency Response                           | Forte            |
| 7  |        | Presentation  | High Tech Corridor  | Newingham        |
| 8  |        | Resolution    | CPH Water Quality Improvement Study                       | Roussell         |
|    |        |               | <b>SPECIAL Business Meeting 02/04/2019</b>                |                  |
|    |        |               | SGR-City Manager Search                                   | Thomas           |
|    |        |               | <b>Business 02/05/2019</b>                                |                  |
| 1  |        | Resolution    | FEMA Generators   | Blake/Kronenberg |
| 2  |        | Resolution    | 2019 Sanitary Sewer Lining                                | Blake/Kronenberg |
| 3  |        | Resolution    | City Wide Security Assessment and Master Plan             | Burkhart         |
| 4  |        | Resolution    | IA Statewide Emergency Response                           | Forte            |
| 5  |        | Presentation  | New Deputy Fire Chief and Promotions                      | Forte            |
| 6  |        | Presentation  | Employee Calendar Contest Winners                         | Mini             |
| 7  |        | Ordinance 2nd | Lighthouse Harbor Annexation                              | Papa             |
| 8  |        |               | Rezoning Lighthouse                                       | Papa             |
| 9  |        |               | FLUM Lighthouse   | Papa             |
| 10 |        | Ordinance 2nd | Amend Ch 2 Boards (PLDRB)                                 | Smith            |
|    |        |               | <b>Workshop 02/12/2019</b>                                |                  |
|    |        |               |   |                  |
|    |        |               | <b>Future</b>   |                  |
| 1  |        | Resolution    | Piggyback MRO supplies                                    | Adams            |
| 2  |        | Resolution    | Master Plan SCADA Telemetry Standardization               | Adams/Roussell   |



|           |              |  |                  |
|-----------|--------------|--|------------------|
| <b>3</b>  | Presentation | Annual Financial Report                                      | Alves            |
| <b>4</b>  | Resolution   | Annual Fire Inspection Fees                                  | Alves            |
| <b>5</b>  | Presentation | Annual Investment  | Alves            |
| <b>6</b>  | Resolution   | Permit compliance with NECGA (MOU and Conservation easement) | Bevan            |
| <b>7</b>  | Resolution   | Interlocal Mala Compra Storm Drain Project                   | Blake/Kronenberg |
| <b>8</b>  | Resolution   | Whiteview Parkway Force Main Improvements                    | Blake/Kronenberg |
| <b>9</b>  | Resolution   | Pine Lakes Pkwy Forcemain and Lift Station Improvements      | Blake/Kronenberg |
| <b>10</b> | Resolution   | Equip 3 Wells and Raw Water Main, PH 3                       | Blake/Kronenberg |
| <b>11</b> | Resolution   | WO WWTP Blair Castle Dr design project                       | Blake/Kronenberg |
| <b>12</b> | Ordinance    | Animal Control amendment                                     | Grossman         |
| <b>13</b> | Resolution   | Project Price is Right Incentive Agreement                   | Newingham        |
| <b>14</b> | Presentation | Sheriff's presentation                                       | Staly            |

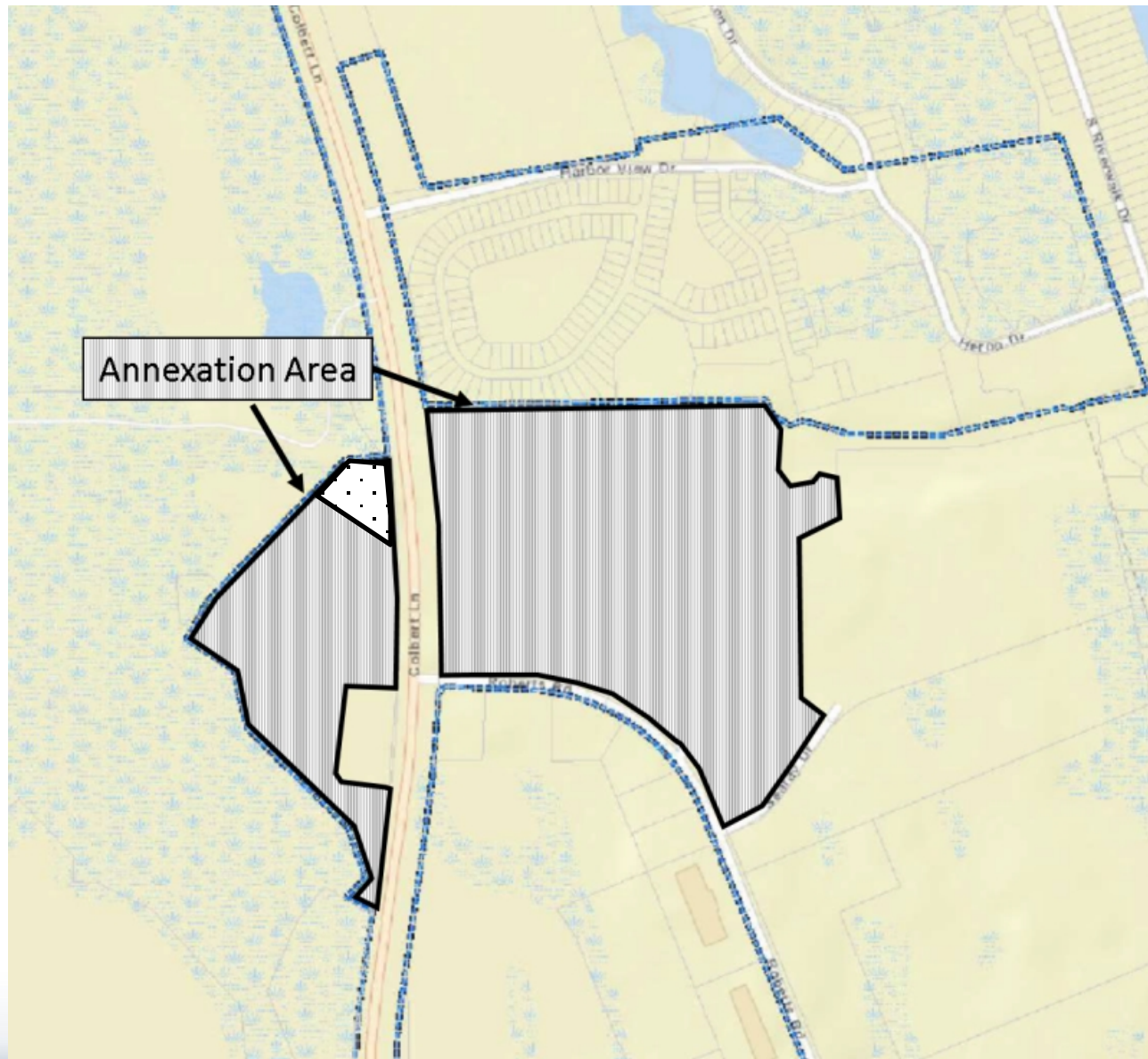
## City of Palm Coast, Florida Agenda Item

Agenda Date : 01/15/2019

|                             |                        |                |
|-----------------------------|------------------------|----------------|
| <b>Department</b>           | CITY CLERK             | <b>Amount</b>  |
| <b>Item Key</b>             | 5877                   | <b>Account</b> |
|                             |                        | <b>#</b>       |
| <b>Subject</b>              | ATTACHMENTS TO MINUTES |                |
| <b>Background :</b>         |                        |                |
| <b>Recommended Action :</b> |                        |                |
|                             |                        |                |



# **Lighthouse Harbor, LLC & Palm Coast Holdings Inc. Annexation**





**Questions?**



# Planning and Land Development Regulation Board

## Proposed Code Amendment:

~~(c) Membership, place of residence, terms of office. The board shall have seven members appointed by the City Council. No elected official or employee of the City government shall be appointed to serve on the board.~~ The City Council shall appoint a Planning and Land Development Regulation Board with seven regular members and two alternate members. Alternate members shall vote only when a regular member is unable to attend a meeting, hear a particular case, or is absent during a vote at a meeting. Alternate members may attend any meeting and sit without participating or voting unless they are required to vote as provided herein. No elected official or employee of the City government shall be appointed to serve on the board.

# QUESTIONS?





# The Venue at Town Center

## Master Site Plan Application #3774

# Master Site Plan Application

*Purpose:* To obtain approval of a Master Site Plan for the Venue at Town Center, a Master Site Plan for a 233 unit multifamily development.

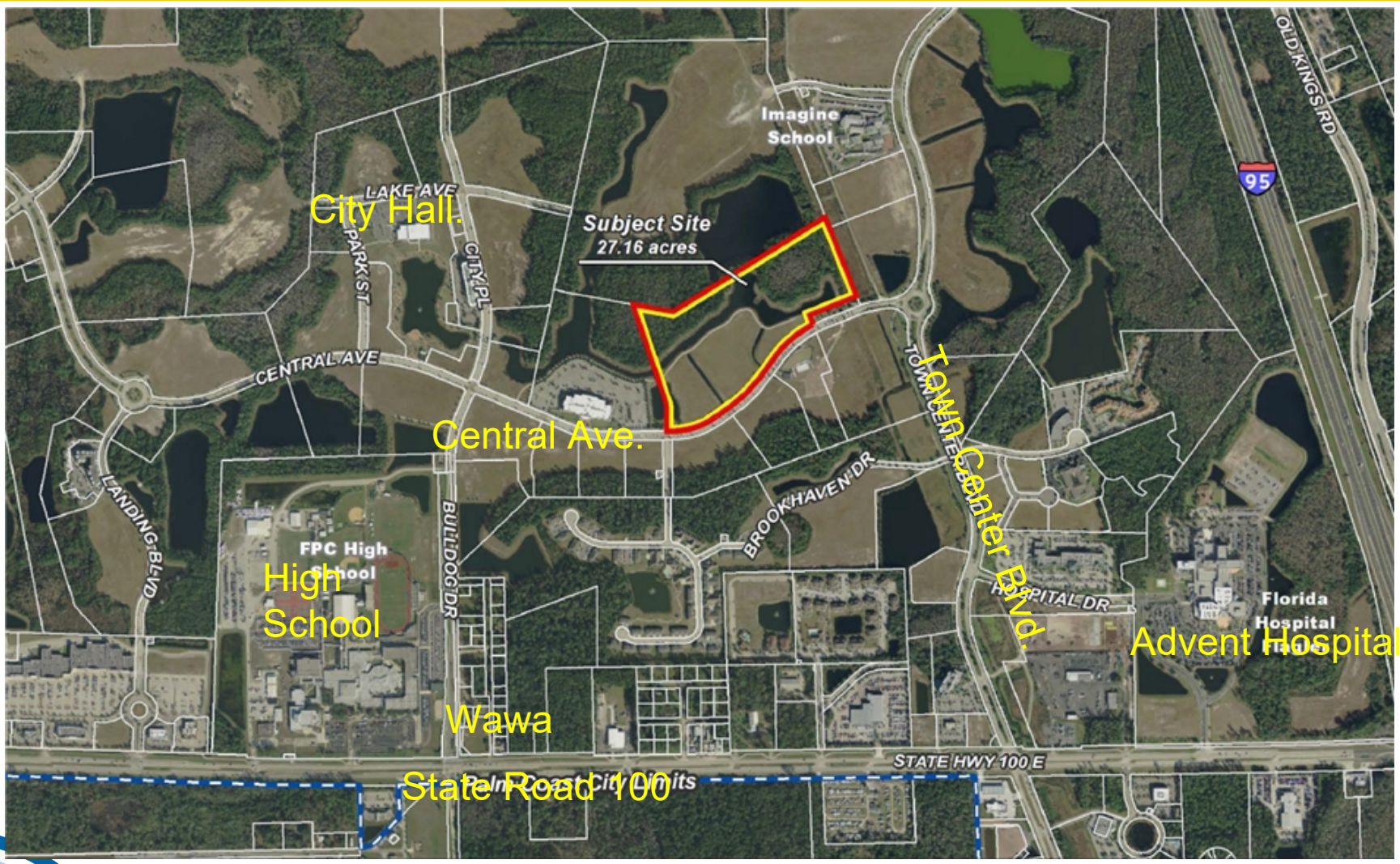
---

## Review outcomes:

1. Staff – Reviews and provides a recommendation to the PLDRB. Planning and Land Development Review Board – Review and makes recommendation to the City Council.
2. City Council - Final approval/denial Development Order. Major/Tier 3 application.
3. Applicant – Obtains Development Order, thereby authorizing the applicant to apply for a Technical Site Plan.



# Location/Aerial Map





# Location/Aerial Map

**Applicant:** The Gulfstream Corporation

Site is **27.12 acres** located in the Urban Core of Town Center

Central Avenue, east of Epic Theatre site.



Community Development  
Department



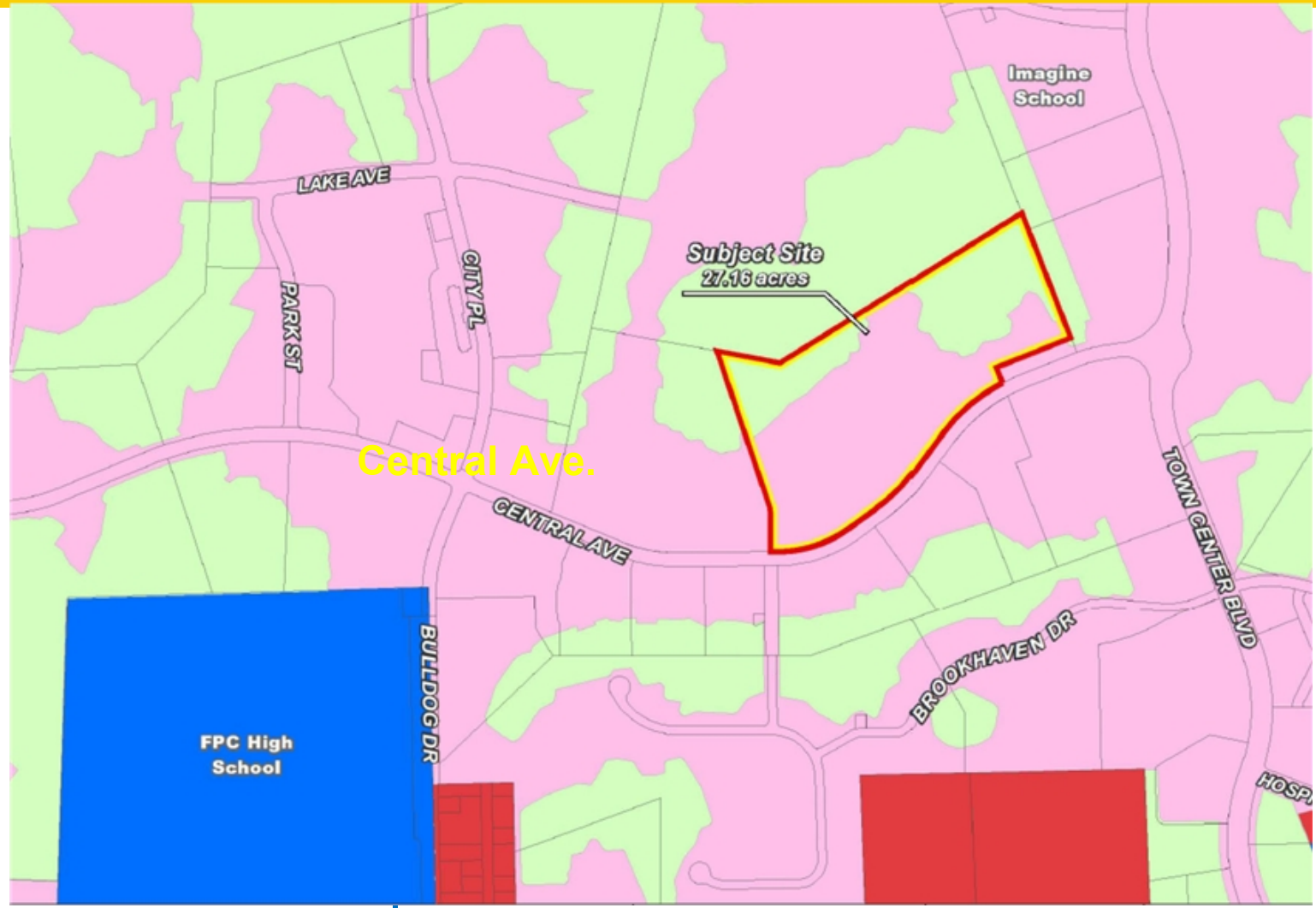
# Future Land Use Map

Florida Development of  
Regional Impact (DRI)

DRI Development Order  
was approved July 11,  
2003

FLUM DRI - Urban Core

DRI sets forth overall  
entitlement & provided for  
infrastructure planning.



Community Development  
Department





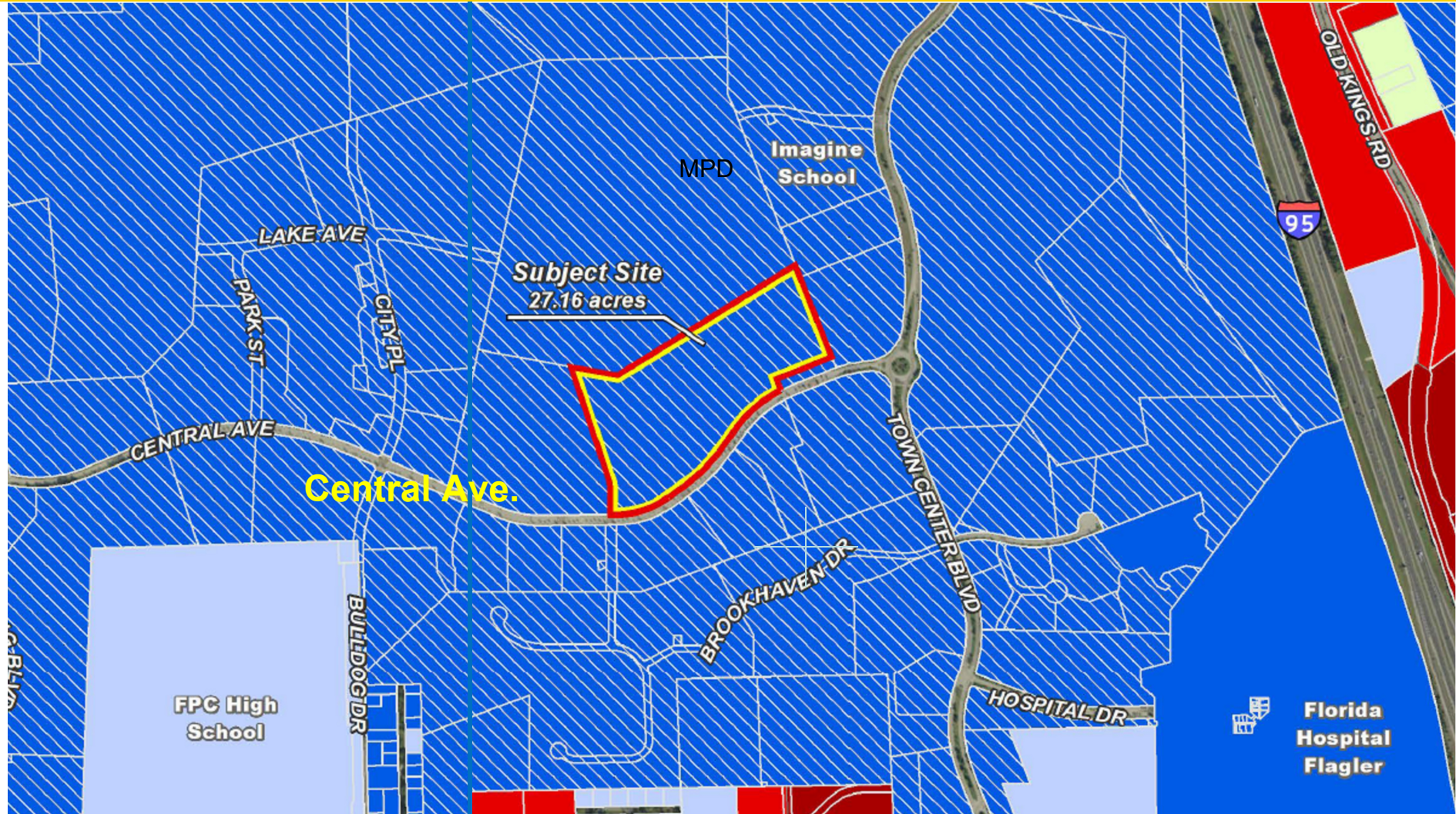
# Zoning Map

Master Planned  
Development  
(MPD zoning)

Ordinance #2003-32

Urban Core – “the  
downtown area of Town  
Center”

Central Avenue is the  
main street of Town  
Center



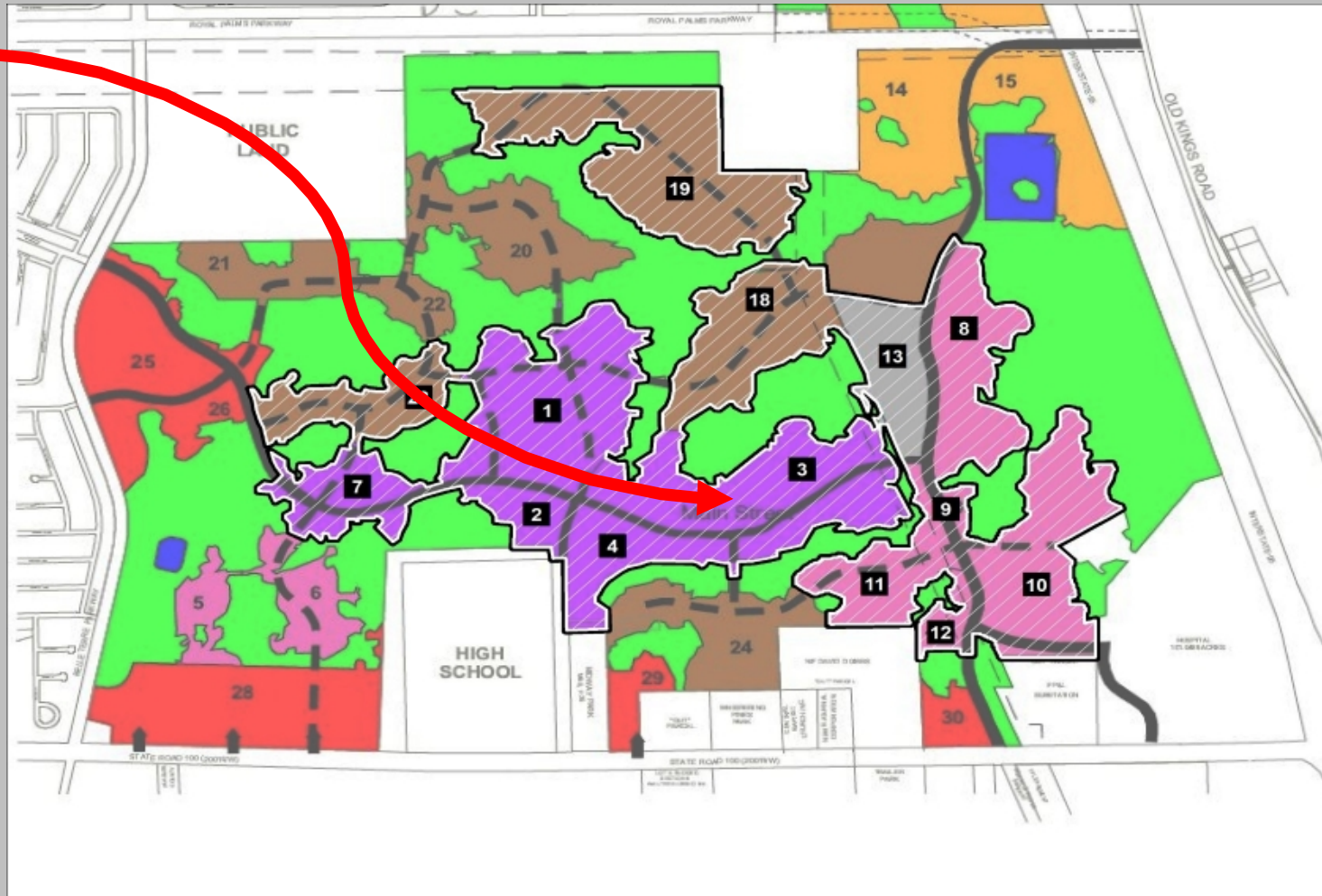
Community Development  
Department





# Town Center Planning Areas

233 multifamily units



## Distinct Areas

Urban Core

Urban Center

Town Business

Town Residential

Perimeter

Commercial



Community Development  
Department



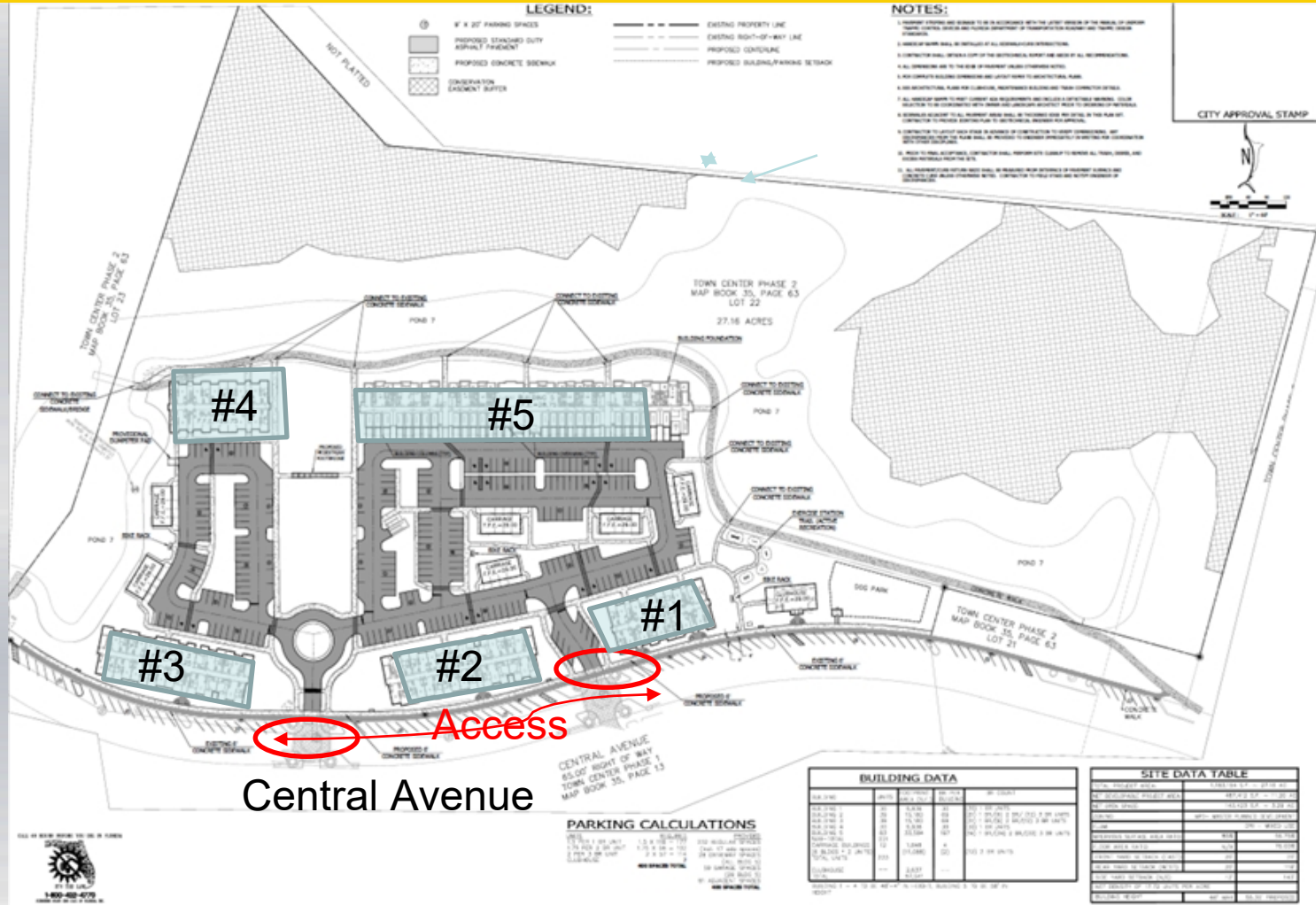


# Project Summary

- Includes the four 3-story buildings and one four story building
- Includes 12 carriage house units, 6 two-unit buildings.
- 233 multifamily units.
- 118 one bedroom units, 46 two bedroom units and 57 three bedroom units.
- Access through two existing driveways onto Central Avenue.
- Onsite amenities will include a clubhouse and dog park.
- Consistent architectural theme.
- Blend of “age restricted” and non “age restricted.”



# Project Layout -- The Venue at Town Center



# Building Elevations



# Building Elevations



## Buildings 2 & 3

21 one bedroom,  
6 two bedroom, &  
12 three bedroom

39 total units



# Building Elevations



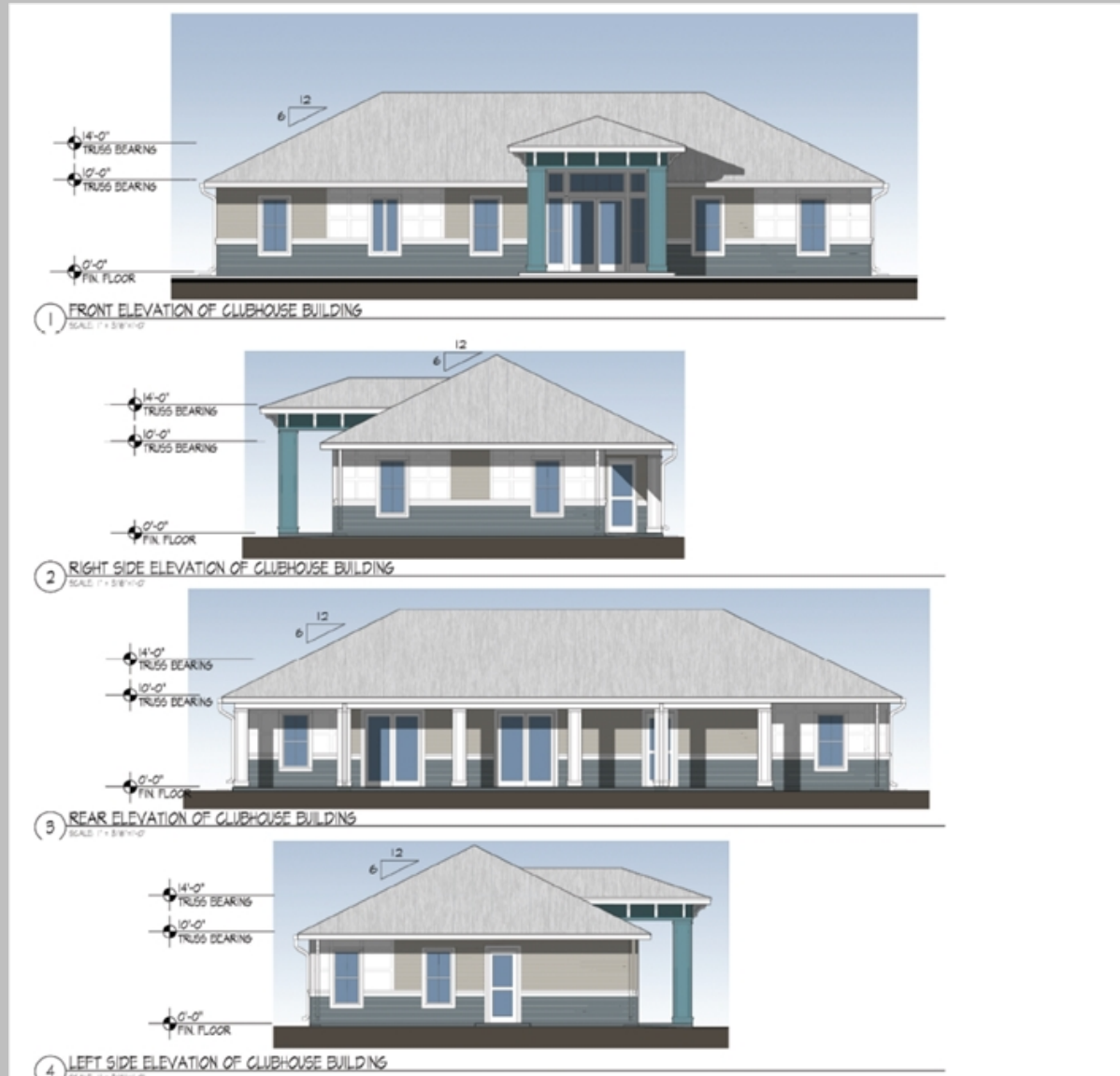
## Building 5

16 one bedroom,  
34 two bedroom &  
33 three bedroom  
units.

83 units

# Building Elevations

## Clubhouse





# Findings

| Comments   |   |
|--|---|
| Section 2.10.04 of the LDC establishes the review criteria for a master site plan. |   |
| 1.Logic of design  | The project creates a mix of living options within a residential development on Central avenue within the Urban Core of Town Center. These living options include apartments, carriage house units, and a limited number of "age-restricted" units.   |
| 2.Internal Consistency   | The development is designed as one unified, integrated project although it contains several distinct building types and living options while maintaining an architectural theme.  |
| 3. Impact on neighboring sites   | The project is in the heart of Town Center, its urban core, where intense development has been planned for and where infrastructure exists.   |
| 4. Internal vehicle and pedestrian connectivity                                    | The location of the Venue is adjacent to the Town Center multiuse path which is based on a system of planned pedestrian connectivity. The applicant has endeavored to provide pedestrian connectivity onsite as well, including a pedestrian bridge to maintain a connection between the central western portion of the site and the eastern part of the lot. |
| 5. Public benefit from the project   | This proposal will include a range of housing units. These units are needed to provide housing options for a multitude of needs in this   |

# Recommendation

Staff and the PLDRB recommend to the City Council approval of Application No. 3774, a Master Site Plan for the proposed Venue at Town Center and execution of the Development Order.



# Questions

- ✓ If approved, applicant will file Technical Site Plan.
- ✓ The granting of a Development Order for the Technical Site Plan will allow the applicant to apply for a building permit.



# FiberNet P3 Development

Fiber to the Premise (FTTP)  
Magellan Partnership

*Information Technology Team  
January 15, 2019*



# Background

- Magellan developed FiberNet Expansion Business Plan in October 2018
- Most significant recommendation was to enter into a Public-Private Partnership (P3) to:
  - Expand FiberNet to further meet community's connectivity needs
  - For businesses, residents and institutions





## PHASE 1 – Develop RFx

1. Define the requirements of the City for a P3.
2. Assist the City in Preparation and Solicitation RFx.
3. Release the RFx & Provide Initial Evaluation.
4. Evaluate and Select Most Responsive Bidder.







## PHASE 2 – Development and Negotiations



1. Define appropriate processes.
2. Negotiate memorandum of understanding and deal term sheet.
3. Assist with due-diligence on selected partner.
4. Determine optimal plan for buildout of the network.
5. Assist with development of the definitive agreement.





|                                  |  |
|----------------------------------|--|
| Phase 1 - Task Cost and Timeline |  |
| Consulting Services              | \$52,500                               |
| Timeline                         | 3 Months from Approval to Start        |
| Cost of Service Type and Rate    | Telecom/Broadband Planning - \$175/hr. |

|                                  |  |
|----------------------------------|--|
| Phase 2 - Task Cost and Timeline |  |
| Consulting Services              | \$35,000                               |
| Timeline                         | 4 Months from Approval to Start        |
| Cost of Service Type and Rate    | Telecom/Broadband Planning - \$175/hr. |



| Sample Fiber Term Sheet Deal Points             |  |
|---|--|
| Marketing, Sales and Customer Sign Up           | Fiber Drop and Connection/Activation Fees            |
| Potential Additional Charges, Optional Services | Subscriber Contract Term Requirements                |
| Easements and Access Agreements                 | Network Equipment and OSP Maintenance Costs and Fees |
| P3 Contract Term                                | Partnership Funding                                  |
| P3 Reporting Requirements                       | Proposed Services and Rates                          |
| Permitting, Laws and Regulation                 | Annual Insurance Policies and Costs                  |
| P3 Revenue Share                                | Service Level Agreements (SLAs)                      |
| Town Transport and Connectivity Needs           | Carrier WiFi Services                                |
| Video Franchise Fee (if applicable)             | Property/Tangible Taxes                              |



## BROADBAND PARTNERSHIP

Successful partnerships balance each partner's needs. Tradeoffs will be inevitable but with proper balance, rewards can be advantageous.





| Other Municipal Broadband P3s                                 |  |
|---|--|
| Town of Longboat Key, FL – Fiber (in process)                 | City of Santa Cruz, CA – Fiber                 |
| Town of Longboat Key, FL – Smart Street Lighting (in process) | Garrett County, MD - Fiber                     |
| City of Ft. Lauderdale, FL – Enterprise Fiber                 | City of Minden, LA - Fiber                     |
| City of Rancho Cucamonga, CA – Fiber                          | City of New Braunfels, TX – Fiber (in process) |
| City of Vallejo, CA – Fiber                                   | City of Westminster, MD – Fiber                |
| Covenant of Rancho Santa Fe, CA – Fiber                       | Holly Springs, NC – Fiber                      |
| City of Centennial, CO - Fiber                                | MTEMC, TN - Fiber                              |

# Next Steps

---

- Present and Seek Approval in January 2019
- Kick-off meeting with Magellan Team in January 2019
- Phase 1 Completion by April 2019
- Phase 2 Completion by August 2019







THANK YOU

Questions?