



City of Palm Coast

Agenda

COUNCIL BUSINESS

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

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

Tuesday, February 5, 2019

6:00 PM

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.
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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
JANUARY 22, 2019 SPECIAL MEETING
JANUARY 29, 2019 WORKSHOP

F. PRESENTATIONS AND PROCLAMATIONS

- 2. PRESENTATION ON THE FOURTH ANNUAL HEALTH AND SAFETY EMPLOYEE CALENDAR**
- 3. PROCLAMATION - RARE DISEASE DAY**
- 4. FIRE DEPARTMENT BADGE PINNING CEREMONY**

G. ORDINANCES FIRST READ

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

H. RESOLUTIONS

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

I. CONSENT 1 FROM JANUARY 8, 2019 WORKSHOP

- 8. RESOLUTION 2019-XX APPROVING AN AGREEMENT & PETITION FOR VOLUNTARY ANNEXATION OF 89+/- ACRES OWNED BY LIGHTHOUSE HARBOR, LLC**
- 9. 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**
- 10. RESOLUTION 2019-XX APPROVING A CONTRACT WITH WPC CONSTRUCTORS, LLC. FOR THE CONSTRUCTION OF THE PUMP STATION "D" IMPROVEMENTS PROJECT**

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

J. CONSENT 2 FROM JANUARY 29, 2019 WORKSHOP

17. RESOLUTION 2019-XX APPROVING A WORK ORDER WITH DANELLA AND AUTHORIZING EXPENSES, NOT-TO-EXCEED \$250,000.00, ASSOCIATED WITH PHASE THREE OF THE SIGNAL OPTIMIZATION PROJECT
18. RESOLUTION 2019-XX APPROVING A MASTER SERVICE AGREEMENT WITH GUIDEPOST SOLUTIONS, LLC FOR SOLUTIONS FOR OUR CITY WIDE SECURITY ASSESSMENT AND MASTER PLAN
19. RESOLUTION 2019-XX APPROVING A CONTRACT WITH MILLER PIPELINE, LLC, FOR THE 2019 SANITARY SEWER LINING PROJECT
20. RESOLUTION 2019-XX APPROVING A WORK ORDER WITH CPH INC., TO IMPLEMENT PHASE II RESEARCH PROJECT TO IMPROVE THE QUALITY OF WATER
21. RESOLUTION 2019-XX PURCHASE AGREEMENT FOR GRUNDFOS SUBMERSIBLE PUMPS

K. PUBLIC PARTICIPATION

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

L. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

M. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

N. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

O. ADJOURNMENT

22. CALENDAR/WORKSHEET

23. ATTACHMENTS TO MINUTES

City of Palm Coast, Florida Agenda Item

Agenda Date: 02/05/2019

Department	CITY CLERK	Amount
Item Key		Account
Subject	MINUTES DECEMBER 18, 2018 BUSINESS MEETING JANUARY 8, 2019 WORKSHOP JANUARY 22, 2019 SPECIAL MEETING JANUARY 29, 2019 WORKSHOP	
Background :		
Recommended Action : Approve the minutes of the City Council: December 18, 2018 Business Meeting January 8, 2019 Workshop January 22, 2019 Special Meeting January 29, 2019 Workshop		



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

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

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

Tuesday, December 18, 2018

9:00 AM

CITY HALL

City Staff

Beau Falgout, Interim City Manager

William Reischmann, City Attorney

Virginia A. Smith, City Clerk

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CALL TO ORDER

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

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL

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

PUBLIC PARTICIPATION

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

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

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

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

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A CALL TO ORDER

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

B PLEDGE OF ALLEGIANCE TO THE FLAG

C ROLL CALL

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
Minutes
City Council Business-
Special**

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

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

Tuesday, January 22, 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

City Clerk Virginia Smith called the roll. Council Member Howell was absent. Ms. Smith announced that the meeting of January 15, 2019 was cancelled due to a lack of quorum.

D. PRESENTATION AND DISCUSSION

**1. PRESENTATION BY SGR OF APPLICANTS FOR CITY MANAGER AND
SELECTION OF SEMI-FINALISTS FOR THE NEXT CITY MANAGER**

Mr. Thomas of SGR presented a PowerPoint presentation on the candidates and his recommendations. Council narrowed the list via voting on tally sheets, which is attached to these minutes.

Council Member Klufas asked that two of the applicants also be included in the ranking process. Those candidates were Warren Brown and Donald Kewley.

The following candidates made the short list to go through to the second round: Beau Falgout, Jeff Oris, Mike McNees, Ricardo Mendez, Brent Moran, Claire Collins, David Strahl, Greg Young, Jim Drumm, Jeff Eder, Ken Kelly, Matt Morton, Robin Hayes, Sean Ratican, Charles Brown and Donald Kewley.

Mr. Thomas went over next steps: a questionnaire with a writing sample, three video recordings and a media search. He counseled, there might be a couple of the candidates that will drop out. After all the responses are received, Council will receive a briefing book and SGR will give Council approximately ten days to review. The purpose of the meeting will be to go through the finalists and whittle down the applicants to the final few that will be invited to interview.

He suggested the candidates receive community tours, welcome breakfast, meet with senior staff and a meet and greet with the community. One on one interviewing was discussed. Mr. Thomas explained in other cities have one on one in very short intervals. It was the consensus of Council to have one on one meetings with the applicants, as well as, meeting with the Council as a whole.

Motion by Vice Mayor Klufas, seconded by CM Branquinho to make the 14 +2 candidates discussed early to make our finalists. The motion carried unanimously.

Public Comment:

No Comments were received.

Mr. Thomas reviewed the tentative schedule. Mayor Holland asked the Council Members to give the Clerk tentative dates to meet.

E. ADJOURNMENT

The meeting was adjourned at 12:09 p.m.

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



City of Palm Coast Minutes City Council Workshop

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

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

Tuesday, January 29, 2019

9:00 AM

CITY HALL

City Staff

Beau Falgout, Interim City Manager

William Reischmann, City Attorney

Virginia A. Smith, City Clerk

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- > 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 the members were present.

D PUBLIC PARTICIPATION

The following people came forward to give their concerns, opinions and suggestions: Mike Cochiello,

E PRESENTATIONS

1 PRESENTATION – HIGH TECH CORRIDOR PRESENTATION

Mayor Holland introduced the speakers, Randy Berridge, Sarah Hale, Helga Van Ecker and Wynn Newingham. Mr. Falgout gave a brief overview. The group gave a presentation to Council regarding the High Tech Corridor. Topics discussed and included: the increase in the number of residents coming to the State of Florida by 2030; Designs for Health, a corporation located in Palm Coast, benefitted from working with the Corridor; the Corridor's assistance for entrepreneurs; more than half the entrepreneurs listed in Flagler County are women owned businesses; expanding downtown Palm Coast and focusing on fiber; developing more specific work items or strategic initiatives; speaking to a consultant, Randy Morris of RM Strategies in Lake Mary being a good resource; Mr. Morris's growth initiative providing for high tech companies such as AAA and AT&T; and grant opportunities.

2 PRESENTATION - OPTIONS FOR UNFUNDED PRIORITIES: PAVEMENT MANAGEMENT PROGRAM AND PUBLIC WORKS FACILITY

Mr. Falgout gave an overview of the item. Carl Cote, Helena Alves and Nestor Abreau gave a presentation to Council regarding pavement management program and the public works facility.

Road Maintenance

Topics discussed included: the 1/2 sales tax funding ended in 2011; the City maintains over 1,000 of lane miles; citizens interest being on roads and infrastructure; the funding source being gas tax; better communication to the public and; the limitation of being reliant on one funding source.

Public Works Facility

Topics discussed included: the current conditions of the Public Works facility; drainage issues; interior of the building have water intrusion; the need for meeting space in order for the crews to be coordinated in their efforts; the expense per year of leasing the trailer which is used as part of the Public Works operation; the cost increase if the project is done by piece meal; the increase in costs reflects administrative costs; the projects that would be cut such as Long Creek Park, Indian Trails Neighborhood Park and Quail Hollow Neighborhood Park in order to fund the project; borrowing mechanisms; Charter dictating how the City can borrow funds (not more than 15 million or cannot be paid back within 36 months); accelerating the build out in order for it not to extend to 2024; the facility not meeting current codes; site work being required in order to address the drainage fix; Option A being the least amount of cost, completing in a more timely basis; opposition to use a utility tax; bondable revenue having criteria; being creative with funding sources; use of grants; moving stormwater out to Public Works; the masterplan designating a spot for being used as an employee shelter; using stormwater fees and/or utility fees; utilizing a financial advisor's expertise and FEMA options.

It was the consensus of Council to go to with Option C but to accelerate the process.

3 RESOLUTION 2019-XX APPROVING A WORK ORDER WITH DANELLA AND AUTHORIZING EXPENSES, NOT-TO-EXCEED \$250,000.00, ASSOCIATED WITH PHASE THREE OF THE SIGNAL OPTIMIZATION PROJECT

Mr. Falgout gave an overview and has been in coordination with the Sheriff's office. The Sheriff will be storing the footage. Carl Cote gave a presentation to Council. Topics discussed included the position of the camera and fixed license plate reader; real time capability for the sheriff's office; the interlocal agreement; traffic engineer; requirement for a fiber backbone; maintenance of the cameras and new development s incorporating fiber.

This item will be continued at the next business meeting.

4 RESOLUTION 2019-XX APPROVING A MASTER SERVICE AGREEMENT WITH GUIDEPOST SOLUTIONS, LLC FOR SOLUTIONS FOR OUR CITY WIDE SECURITY ASSESSMENT AND MASTER PLAN

Mr. Falgout gave an overview and has been in coordination with the Sheriff's office. Messrs. Burkhart and Patrick Markham, Guidepost; gave a presenation to Council City Wide-Security Assessment. Topics discussed included: the difference between law enforcement and security; how to organize the data; vandalism in the park; damaging the equipment at the Indian Trails Sport's Complex; defining the assets; and the Masterplan will be presented in June.

This item will be continued at the next business meeting.

5 PRESENTATION - CELL TOWER UPDATE

Mr Falgout gave a brief overview. Daniel Turnpaw from Diamond and Mr. Burkhart provided a presentation to Council. Topics discussed included: the average height of these towers being 150 ft; delay in getting FAA approval; the merger of T-mobile and Sprint; Verizon; lthe effects of the Federal Govenment shutdown on the approval processes for the towers, as well as the merger.

F WRITTEN ITEMS

6 RESOLUTION 2019-XX APPROVING CONTRACTS WITH EAU GALLIE ELECTRIC FOR THE CONSTRUCTION OF SIX FEMA GENERATORS PROJECT

Mr Falgout indicated there is still work to be done on this item and will be coming back at another workshop.

7 RESOLUTION 2019-XX APPROVING A CONTRACT WITH MILLER PIPELINE, LLC, FOR THE 2019 SANITARY SEWER LINING PROJECT

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

8 RESOLUTION 2019-XX APPROVING A WORK ORDER WITH CPH INC., TO IMPLEMENT PHASE II RESEARCH PROJECT TO IMPROVE THE QUALITY OF WATER

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

9 RESOLUTION 2019-XX PURCHASE AGREEMENT FOR GRUNDFOS SUBMERSIBLE PUMPS

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

G PUBLIC PARTICIPATION

The following citizens gave their concerns, opinions and suggestions; Mike Cullar, Celia Pugliese, Steve Carr, Tom Oelsner and Elenor Olesner and Mr. Nielebeck.

H DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

VM Klufas congratulated Mayor Holland on suggesting the City go out for a Request for Solutions (RFS). He was pleased with the meeting today

CM Branquinho asked for an update on the meeting with WastePro. Mayor Holland reported that the City was very clear on the level of service the residents expect. WastePro is in the process of seeking out new employees. Mr. Falgout added that they will be adding two more routes in the near future and the City is increasing the monitoring of the trucks servicing the area.

Mayor Holland asked that in the spirit of Shop local if the City would consider providing training to local businesses on how to be more successful in the bidding process. Mr. Falgout indicated that they could partner with the BAC in that training.

City Clerk Virginia Smith announced that there will be a Special Meeting with SGR to review and narrow down the candidates on February 19 at 6 p.m. The two day interviews will be conducted on March 7 and March 8.

I DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

Attorney Reischmann informed the public that the authorities of the City Manager are located in the City's charter.

J

DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

Mr. Falgout welcomed Commander Williams as the new Palm Coast Liaison of the Sheriff's Department. He warned Council that the February 5 meeting will be long because of the meeting cancellation in January.

ADJOURNMENT

The meeting adjourned at 12:23 p.m.

Respectfully submitted,

*Kathleen E. Settle, CMC
Deputy City Clerk*

City of Palm Coast, Florida Agenda Item

Agenda Date: 02/05/2019

Department	PLANNING	Amount
Item Key	5878	Account
		#
Subject	PRESENTATION ON THE FOURTH ANNUAL HEALTH AND SAFETY EMPLOYEE CALENDAR	
Background :	<p>The City of Palm Coast Wellness and Safety Teams are proud to present the 4th annual Health & Safety Employee Calendar. Relatives of the City Employees 18 years and younger were invited to participate by submitting a drawing or painting about health, safety and workplace safety that may affect them personally or their family members. These calendars are fun and generate excitement and really brought out the competitive spirit in our kids and employees. We will honor the winners with their own copy of the Health & Safety Calendar along with a City of Palm Coast goody bag and gift cards for the 1st, 2nd and 3rd place winners in each age category. The winners will be announced at the City Council's business meeting.</p>	
Recommended Action :	For presentation only.	

City of Palm Coast, Florida Agenda Item

Agenda Date: 02/05/2019

Department	CITY CLERK	Amount
Item Key		Account
Subject	PROCLAMATION - RARE DISEASE DAY	
Background: The National Organization of Rare Diseases (NORD) requests the City proclaim February 28, 2019 as Rare Disease Day		
Recommended Action: Proclaim February 28, 2019 as Rare Disease Day.		



PROCLAMATION

Whereas, there are nearly 7,000 diseases and conditions considered rare – each affecting fewer than 200,000 Americans – in the United States, according to the National Institutes of Health (NIH); and

Whereas, while each of these diseases may affect small numbers of people, rare diseases collectively affect an estimated 30 million Americans, which is 1 in 10 people; and

Whereas, many rare diseases are serious and debilitating conditions that have a significant impact on the lives of those affected; and

Whereas, millions of Americans have rare diseases, but fewer than 500 of the nearly 7,000 rare diseases have FDA-approved treatments; and

Whereas, individuals and families affected by rare diseases often experience problems such as diagnosis delay, difficulty finding a medical expert, and lack of access to treatment or ancillary services; and

Whereas, the National Organization for Rare Disorders (NORD) is organizing a nationwide observance of Rare Disease Day on February 28, 2019; and

Whereas, thousands of patients, caregivers, medical professionals, researchers, and others across the State of Florida will participate in that observance.

Now, Therefore, Be It proclaimed, by the Mayor and the City Council of the City of Palm Coast, Florida, that February 28, 2019, be officially designated as

Rare disease day in palm coast

SIGNED this 5th day of February 2019.

CITY OF PALM COAST, FLORIDA

Witnessed by:

Milissa Holland, Mayor

Virginia A. Smith, City Clerk

City of Palm Coast, Florida Agenda Item

Agenda Date: 02/05/2019

Department	FIRE	Amount
Item Key	5921	Account
Subject	FIRE DEPARTMENT BADGE PINNING CEREMONY	
Background: The Palm Coast Fire Department would like to recognize those recently hired and those promoted. There are two being recognized as new hires from our Volunteer Intern program. Bradd Clark-Deputy Chief Kyle Berryhill-Battalion Chief Andrew Woolwine-Captain Michael LaGreca- Driver Engineer Katelynn Douglas- Firefighter/EMT Joshua Meeker-Firefighter/EMT		
Recommended Action: For presentation only.		

City of Palm Coast, Florida

Agenda Item

Agenda Date: 01/15/2019

Department	PLANNING	Amount
Item Key	5802	Account
		#
Subject	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	
Background: <u>UPDATE FROM THE JANUARY 15, 2019 BUSINESS MEETING</u> This item was to be heard at the Business Meeting on January 15, 2019. The January 15, 2019 Meeting was cancelled due to lack of a quorum.		
<u>UPDATE FROM THE JANUARY 8, 2019 WORKSHOP.</u> This item was heard by City Council at their January 8, 2019 Workshop. There were no changes suggested to this item.		
<u>ORIGINAL BACKGROUND FROM THE JANUARY 8, 2019 WORKSHOP</u> 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">• The property is reasonably compact, is not part of another incorporated municipality and will be used for urban purposes.• The proposed annexation will not create an enclave.• At least 60% of the property's boundaries are contiguous to the City's existing boundary.		
Recommended Action: 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

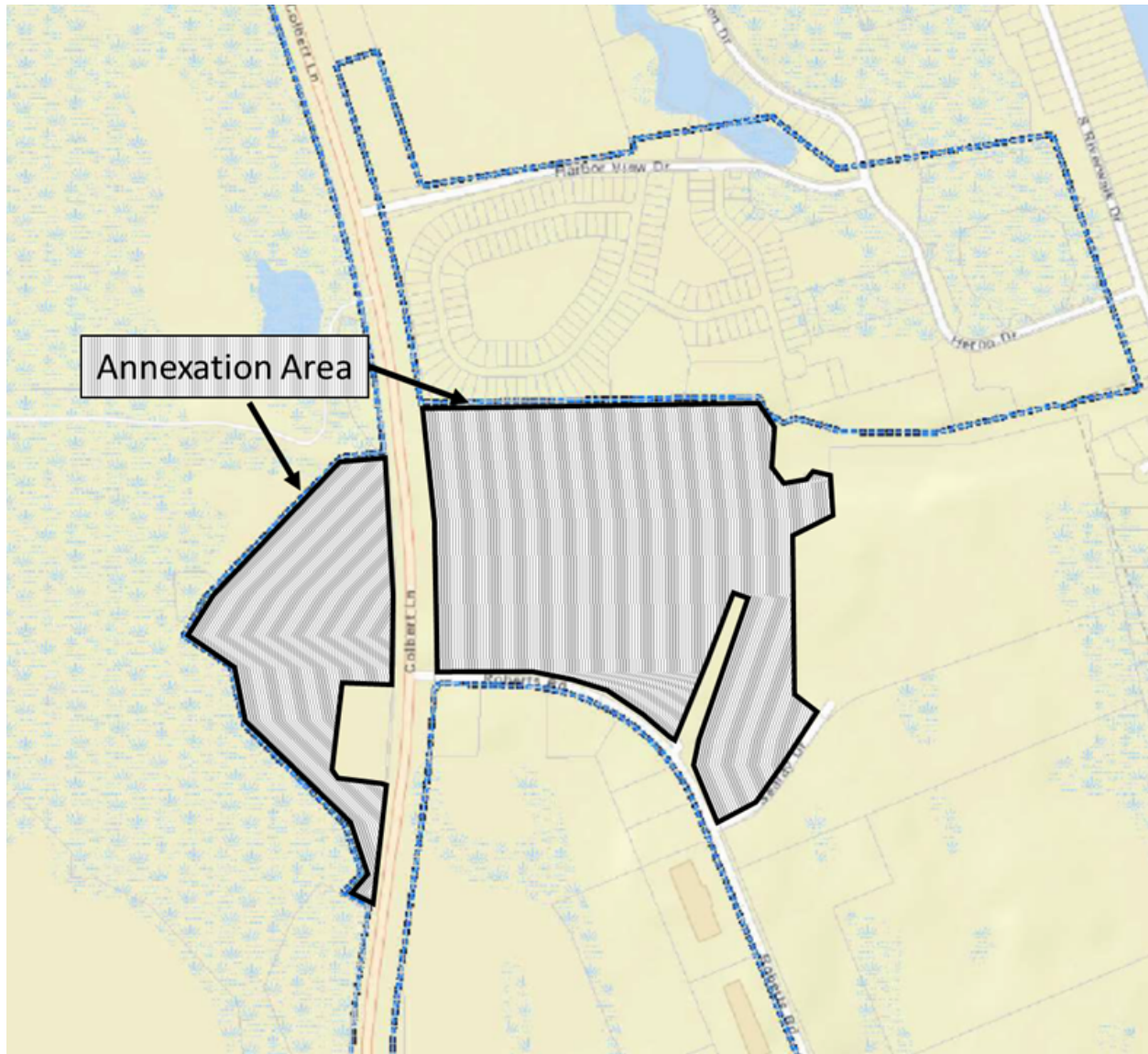
LOTS 14, 15 & 16, PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE I, A SUBDIVISION AS RECORDED IN MAP BOOK 29, PAGE 34, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH THAT PORTION OF LEHIGH COURT VACATED BY RESOLUTION 2005--07, DA TED 01/18/2005 AND THAT PORTION OF DOCKSIDE DRIVE VACATED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

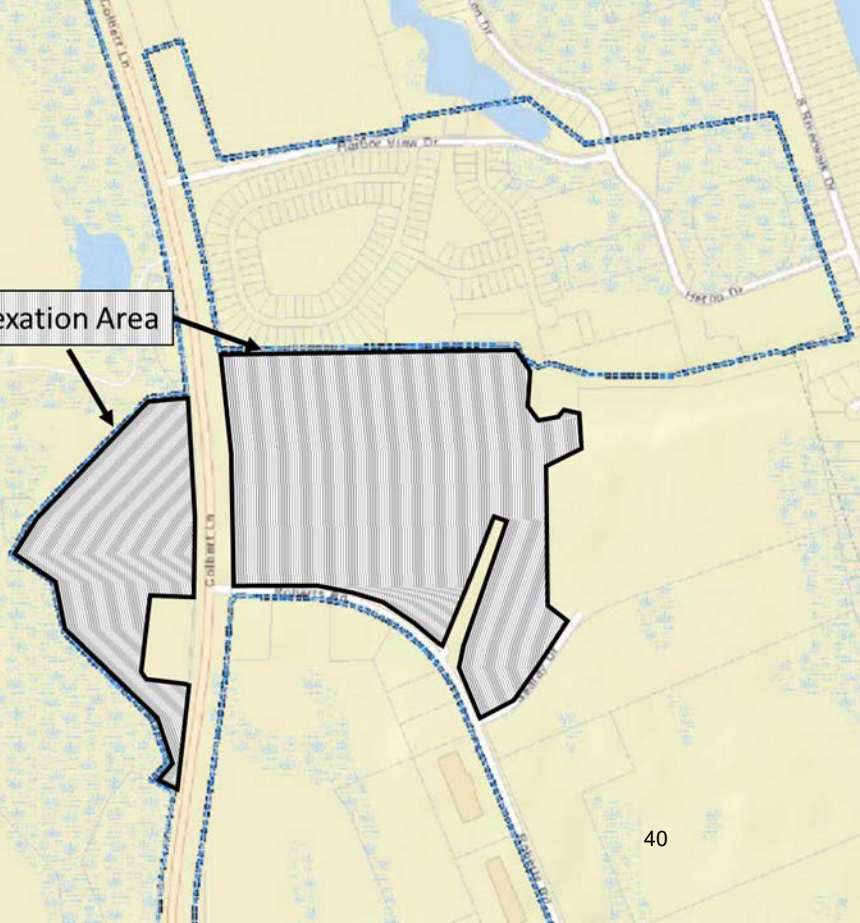
LOT 16, A DISTANCE OF 153.95' TO THE WESTERLY RIGHT-OF-WAY OF DOCKSIDE DRIVE (VARIABLE R/W), NOW VACATED; THENCE S68°31'16"E A DISTANCE OF 40.00' TO THE CENTERLINE OF DOCKSIDE DRIVE (VARIABLE R/W); THENCE ALONG SAID CENTERLINE S21°17'06"W A DISTANCE OF 195.53'; THENCE S21°20'59"W A DISTANCE OF 179.99', 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

Department	CITY CLERK	Amount
Item Key	5662	Account
Subject	ORDINANCE 2019-XX AMENDING CHAPTER 2 ADMINISTRATION, ARTICLE 4 PLANNING AND LAND DEVELOPMENT REGULATION BOARD, SECTION 2-296, CREATION.	
Background : <u>UPDATE FROM THE JANUARY 15, 2019 BUSINESS MEETING</u> This item was to be heard at the Business Meeting on January 15, 2019. The January 15, 2019 Meeting was cancelled due to lack of a quorum. <u>UPDATE FROM THE JANUARY 8, 2019 WORKSHOP.</u> This item was heard by City Council at their January 8, 2019 Workshop. There were no changes suggested to this item. <u>ORIGINAL BACKGROUND FROM THE JANUARY 8, 2019 WORKSHOP:</u> 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. 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.		
Recommended Action : 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: 02/05/2019

Department	PLANNING	Amount
Item Key	5594	Account
Subject	RESOLUTION 2019-XX APPROVING A MASTER SITE PLAN FOR “THE VENUE AT TOWN CENTER”, A 233 UNIT MULTI-FAMILY DEVELOPMENT PROJECT	
Background: UPDATE FROM THE JANUARY 15, 2019 BUSINESS MEETING This item was to be heard at the Business Meeting on January 15, 2019. The January 15, 2019 Meeting was cancelled due to lack of a quorum.		
ORIGINAL BACKGROUND FROM THE JANUARY 15, 2019 BUSINESS MEETING 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. 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. 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. 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. 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.		
Recommended Action : 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

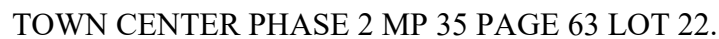
Virginia Smith, City Clerk

Milissa Holland, Mayor

Approved as to form and legality by:

William E. Reischmann, Jr., Esq.

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



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

Property Owner: **FLORIDA LANDMARK COMMUNITIES LLC**
 30 W SUPERIOR STREET
 ALLETE GENERAL ACCOUNTING
 DULUTH, MN 55803

Project Name: **LOT 22/ THE VENUE MULTI-FAMILY APTS/TOWN**
 CENTER PHASE II/TRACT 3

Project No.: **2018090073**

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

Milissa 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 Building 2 – 15,180SF Building 3 – 15,180 SF Building 4 – 9,936 SF Building 5 – 33,584 SF Clubhouse 2,637 SF 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. Rear: 0 ft. Side: 0 ft.	Front: 20' Rear: 118' Side : 14.3'
Parking Spaces (min.): 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
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.
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 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

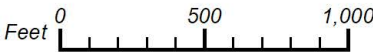
Planning Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that the City Council approve of Application #3774, Master Site Plan aka “the Venue” a 233-unit multifamily development located in the Town Center Master Planned Development.



Location Map (Large Scale)



Subject Site

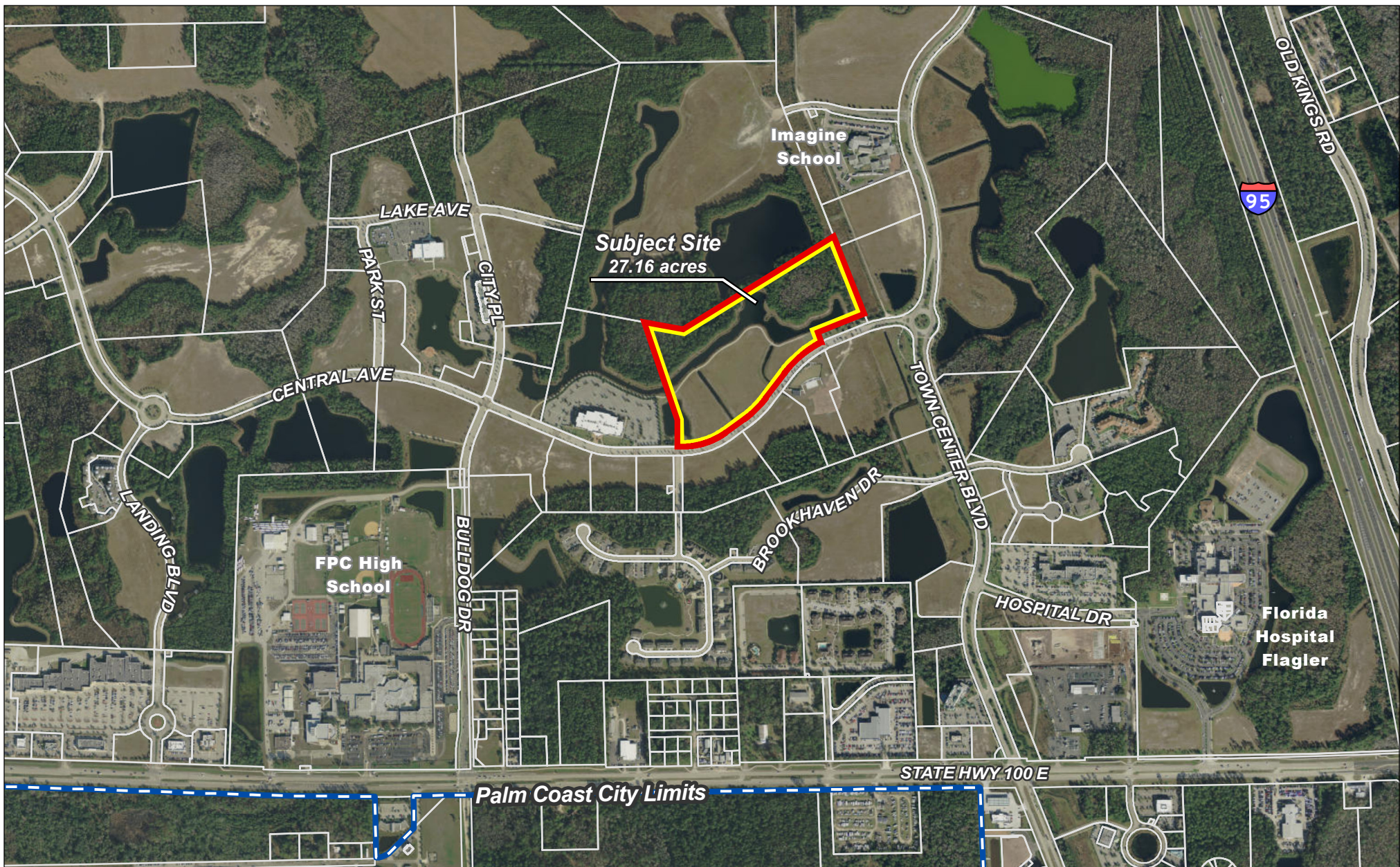


Creation Date:
12/10/2018



Map Provided By:
GIS Division

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Location Map (Small Scale)



Subject Site

Feet 0 600 1,200

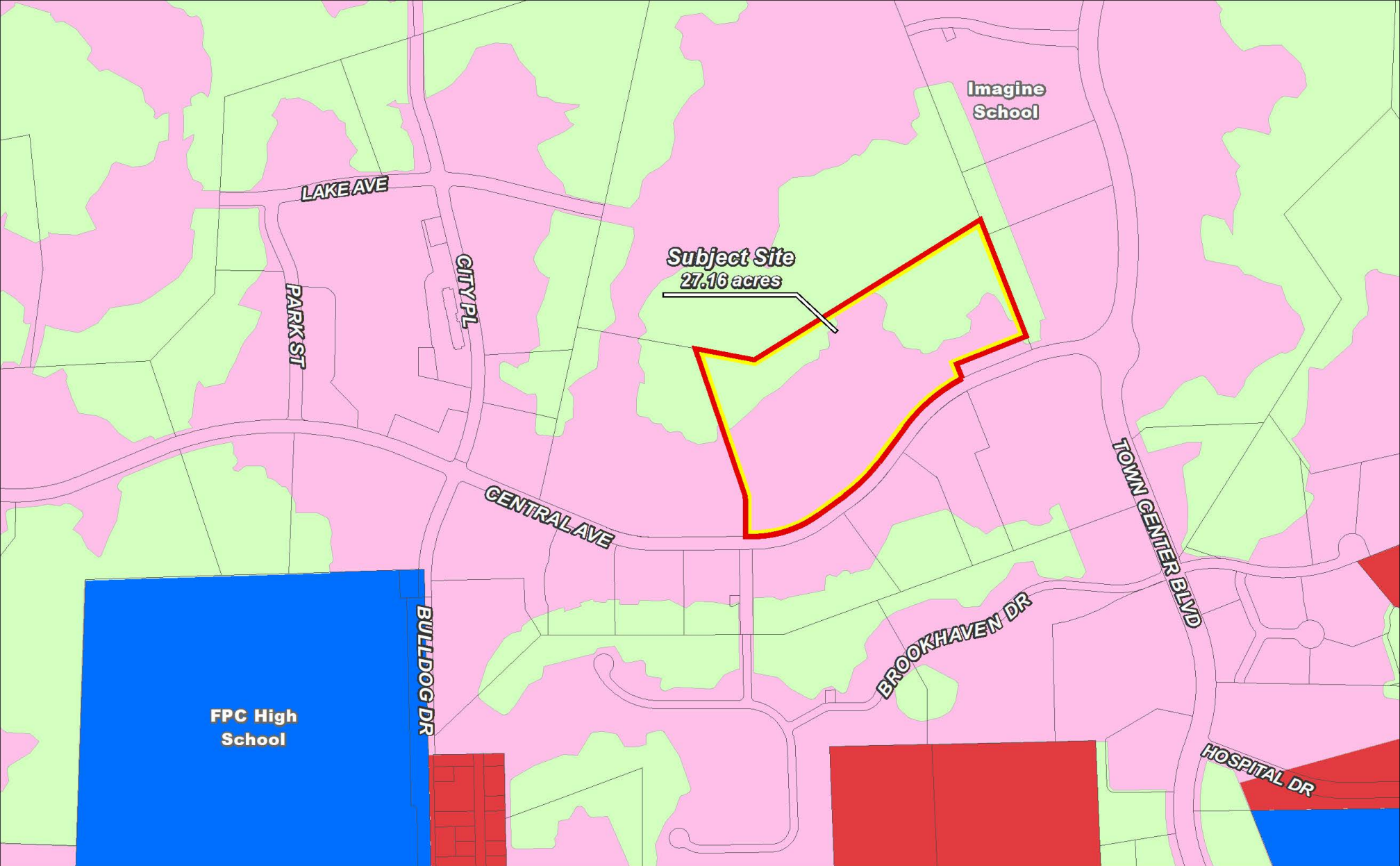


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Future Land Use Map

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

Feet 0 500 1,000

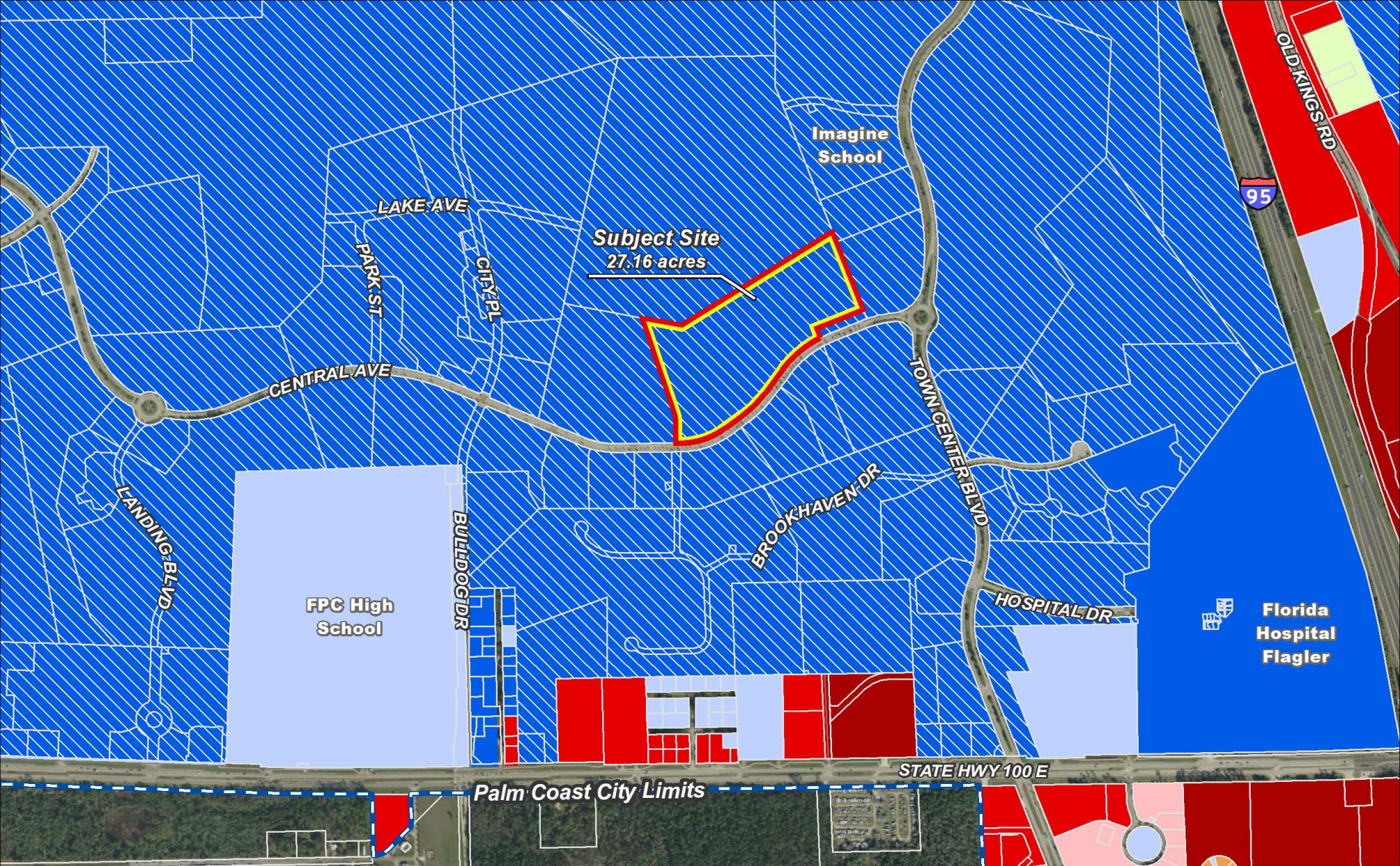


Creation Date:
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









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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



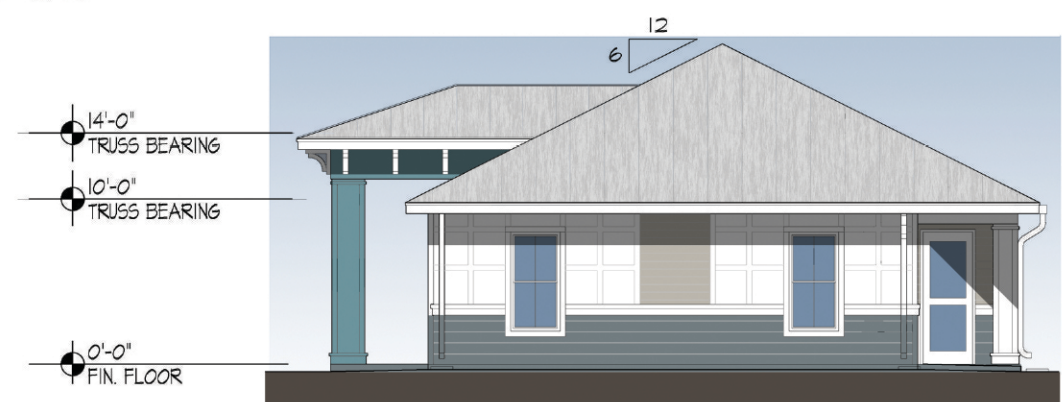
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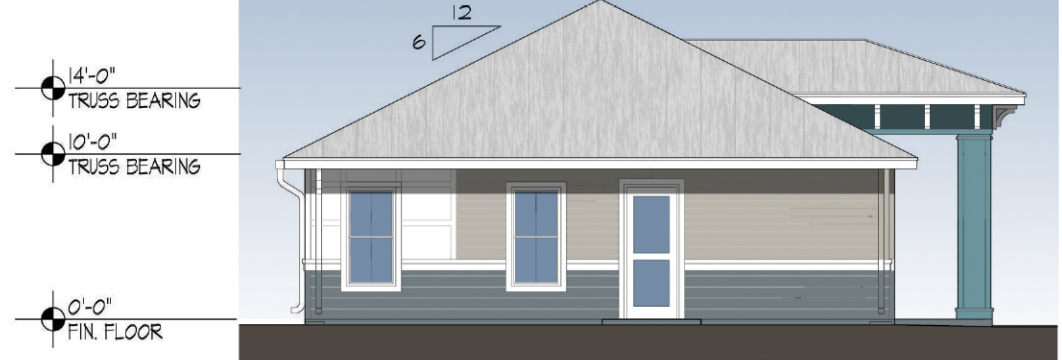
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SCALE: 1" = 3/16"=1'-0"



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	

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WILLIAM P. PLATTS AR 13262

CLUBHOUSE ELEVATIONS

VENUE AT PALM COAST
TOWN CENTER APARTMENTS
PALM COAST
FLORIDA

DRAWN
CAD

CHECKED
WPP

DATE
11/6/18

SCALE
AS NOTED

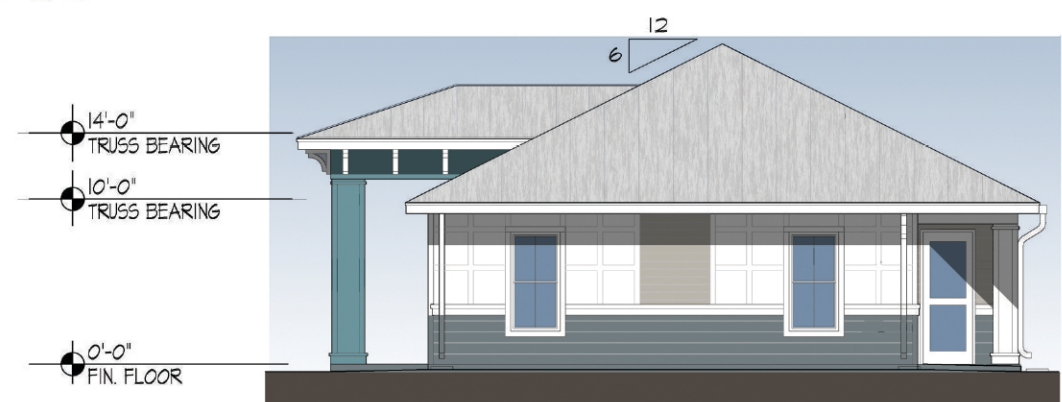
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18-033

SHEET

A6.11



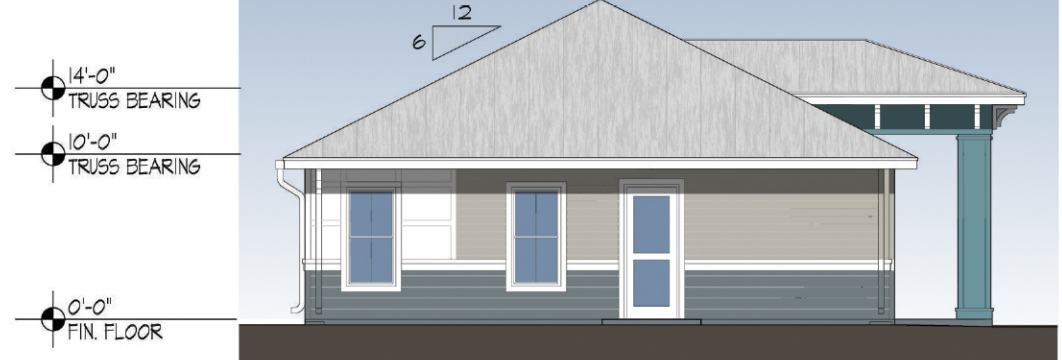
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CLUBHOUSE ELEVATIONS

VENUE AT PALM COAST
TOWN CENTER APARTMENTS
PALM COAST
FLORIDA

DRAWN
CAD

CHECKED
WPP

DATE
11/6/18

SCALE
AS NOTED

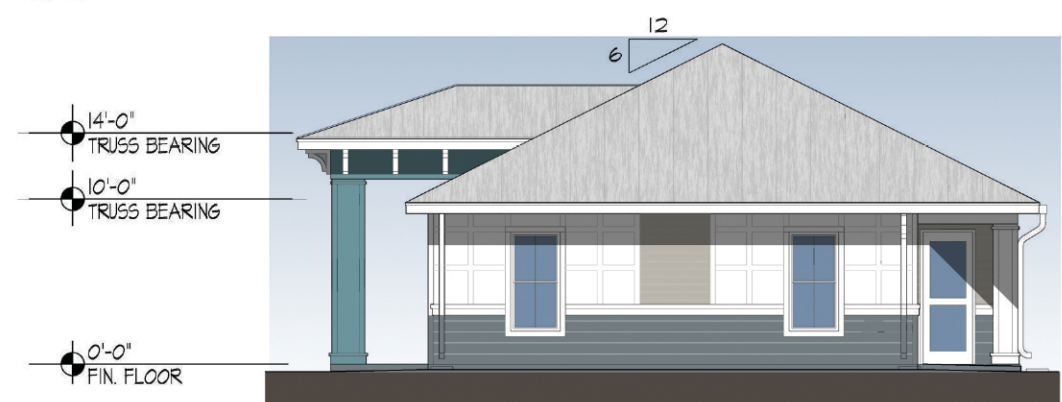
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SHEET

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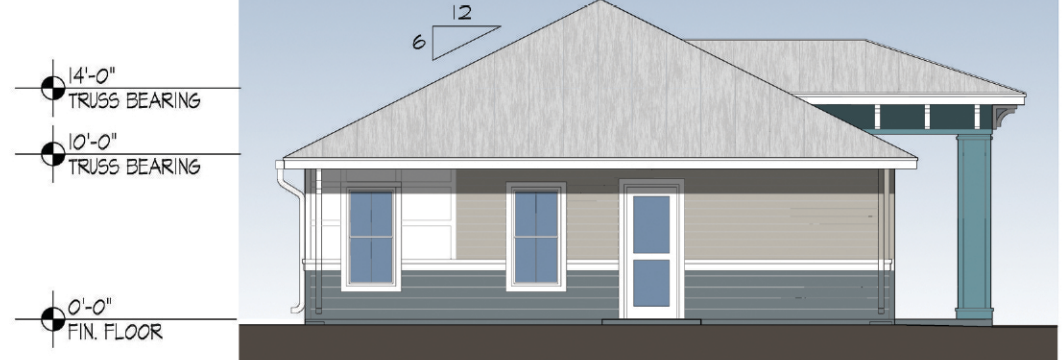
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SCALE: 1" = 3/16"=1'-0"

REVISIONS	

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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**

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	



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WILLIAM P. PLATTS ARCHITECT

FRONT AND REAR ELEVATIONS

VENUE AT PALM COAST
TOWN CENTER APARTMENTS
PALM COAST
FLORIDA

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

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WILLIAM P. PLATT'S ARCHITECTS
ARCHITECTS, P.A.

FRONT AND REAR ELEVATIONS
VENUE AT PALM COAST
TOWN CENTER APARTMENTS
PALM COAST
FLORIDA

DRAWN	CAD
CHECKED	WPF
DATE	11/6/18
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JOB NO.	18-0333
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EXTERIOR COLORS BASED ON SHERWIN WILLIAMS PAINT



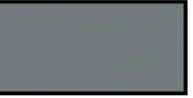
SW 7006 EXTRA WHITE



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	

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TEL. (407) 645-3019 FAX (407) 645-2771
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WILLIAM P. PLATTS ARCH 362

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	A6.10a

EXTERIOR COLORS BASED ON SHERWIN WILLIAMS PAINT



SW 7006 EXTRA WHITE



SW 7016 MINDFUL GRAY



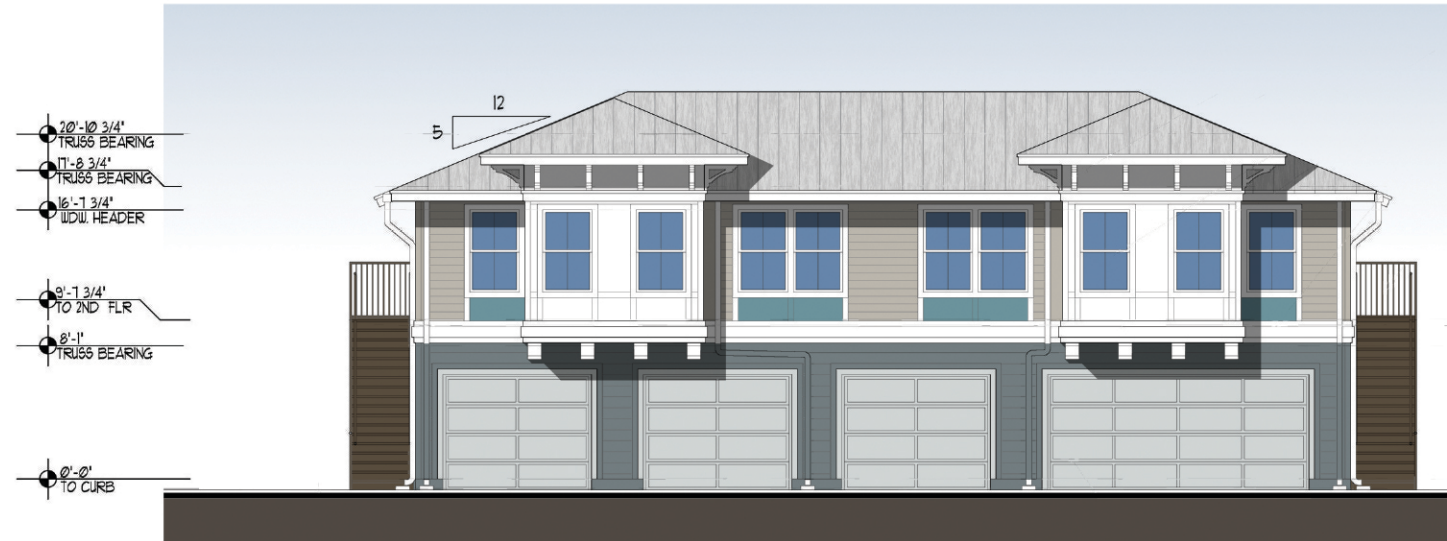
SW 7612 MOUNTAIN STREAM



SW 6235 FOGGY DAY

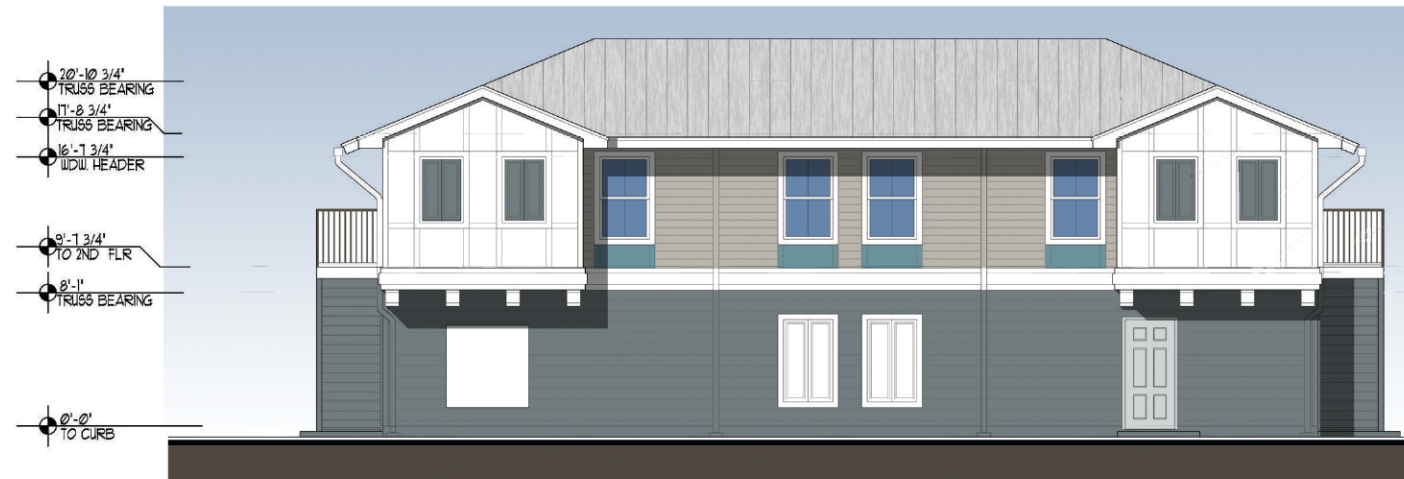


SW 6232 MISTY



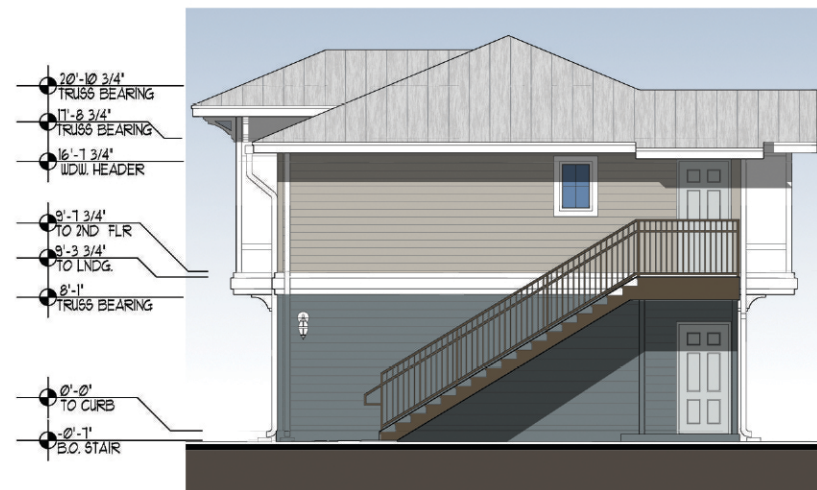
1 'CARRIAGE B' - EXTERIOR FRONT ELEVATION
SCALE: 3/16" = 1'-0"

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

City of Palm Coast, Florida

Agenda Item

Agenda Date: 02/05/2019

Department	PLANNING	Amount
Item Key	5801	Account
		#
Subject	RESOLUTION 2019-XX APPROVING AN AGREEMENT & PETITION FOR VOLUNTARY ANNEXATION OF 89+/- ACRES OWNED BY LIGHTHOUSE HARBOR, LLC	
Background: <u>UPDATE FROM THE JANUARY 15, 2019 BUSINESS MEETING</u> This item was to be heard at the Business Meeting on January 15, 2019. The January 15, 2019 Meeting was cancelled due to lack of a quorum. <u>UPDATE FROM THE JANUARY 8, 2019 WORKSHOP.</u> This item was heard by City Council at their January 8, 2019 Workshop. There were no changes suggested to this item. <u>ORIGINAL BACKGROUND FROM THE JANUARY 8, 2019 WORKSHOP</u> 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.		
Recommended Action: 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 15th 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 : 2/05/2019

Department	Information Technology	Amount	\$97,500.00
Item Key		Account	65052525-051020
Subject	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		
Background: <u>UPDATE FROM THE JANUARY 15, 2019 BUSINESS MEETING</u> This item was to be heard at the Business Meeting on January 15, 2019. The January 15, 2019 Meeting was cancelled due to lack of a quorum. <u>UPDATE FROM THE JANUARY 8, 2019 WORKSHOP.</u> This item was heard by City Council at their January 8, 2019 Workshop. There were no changes suggested to this item. <u>ORIGINAL BACKGROUND FROM THE JANUARY 8, 2019 WORKSHOP</u> As outlined in the updated Fiber Optic Business Plan, the City is looking to expand FiberNet further through a public/private partnership. 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. 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.			
SOURCE OF FUNDS WORKSHEET FY 2019			
IT Enterprise Fund: 54702525-012000		\$ 1,333,160.00	
Total Expenses/Encumbered to date		\$ 485,028.33	
Pending Work Orders/Contracts		\$ 97,500.00	
Balance		\$ 750,631.67	
Recommended Action : 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 15th 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)

1. **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.
2. **METHOD OF COMPENSATION** (chose one): ☒ **FIXED FEE** ☐ **NOT TO EXCEED***
Fixed - Amount Proposed is set amount for services – will not change regardless of time. Not to exceed -: Spend over time shall not exceed Total Cost without approved change order
- *If "NOT TO EXCEED", then TOTAL COST is (chose one): ☐ **UNIT BASED** ☐ **PERCENT OF FIXED FEE** ____%
3. **PRICING** (chose one): ☒ **ATTACHED** ☐ **INCLUDED IN CONTRACT**
4. **SCHEDULE** (chose one): ☐ **AS NEEDED BASIS** ☒ **SHALL BE COMPLETED BY - 8/31/2019**
5. **DESCRIPTION OF SERVICES** (chose one): ☒ **ATTACHED** ☐ **INCLUDED IN CONTRACT**
6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** ☒ **No** ☐ **Yes** If yes, identify below:
This PO is for Task 1 only
7. **TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work Order and the Agreement.
8. **CONFLICT.** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties. ^{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

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

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

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

*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
	Total			\$97,500

Payment Milestones

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



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: 02/05/2019

Department	Community Development	Amount	\$491,700.00
Item Key	4432	Account	54029082-063000-85003
Subject	RESOLUTION 2019-XX APPROVING A CONTRACT WITH WPC CONSTRUCTORS, LLC. FOR THE CONSTRUCTION OF THE PUMP STATION "D" IMPROVEMENTS PROJECT.		
Background: UPDATE FROM THE JANUARY 15, 2019 BUSINESS MEETING This item was to be heard at the Business Meeting on January 15, 2019. The January 15, 2019 Meeting was cancelled due to lack of a quorum.			
UPDATE FROM THE JANUARY 8, 2019 WORKSHOP. This item was heard by City Council at their January 8, 2019 Workshop. There were no changes suggested to this item.			
ORIGINAL BACKGROUND FROM THE JANUARY 8, 2019 WORKSHOP 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.			
SOURCE OF FUNDS WORKSHEET FY 2019			
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
Balance			\$ 548,292.47
Recommended Action : 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 Jacksonville, FL	\$447,000.00
PBM Constructors, Inc. Jacksonville, FL	\$447,935.00
Danus Utilities, Inc. Sanford, FL	\$493,890.00
Hinterland Group, Inc. 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 (bfalgout@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
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WPC Industrial Contractors LLC		100 pts
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Seal status

Requested Information	Unsealed on	Unsealed by
Qualification Forms Section 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
Total	100 pts	



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
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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: 2/05/2019

Department Item Key	Community Development	Amount Account												
Subject	RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH MULTIPLE FIRMS FOR PROFESSIONAL UTILITY ENGINEERING SERVICES													
Background: <u>UPDATE FROM THE JANUARY 15, 2019 BUSINESS MEETING</u> This item was to be heard at the Business Meeting on January 15, 2019. The January 15, 2019 Meeting was cancelled due to lack of a quorum. <u>UPDATE FROM THE JANUARY 8, 2019 WORKSHOP.</u> This item was heard by City Council at their January 8, 2019 Workshop. There were no changes suggested to this item. <u>ORIGINAL BACKGROUND FROM THE JANUARY 8, 2019 WORKSHOP</u> 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: <table><tr><td>Firm Name</td><td>Location</td></tr><tr><td>CPH, Inc.</td><td>Palm Coast, FL</td></tr><tr><td>McKim & Creed,</td><td>Palm Coast, FL</td></tr><tr><td>GAI Consultants, Inc.</td><td>Jacksonville, FL</td></tr><tr><td>Jacobs Engineering Group, Inc.</td><td>Jacksonville, FL</td></tr><tr><td>Four Waters Engineering, Inc.</td><td>Jacksonville Beach, FL</td></tr></table> City staff will present City Council with work orders for consideration as services are needed and in accordance with the City’s Purchasing Policy.			Firm Name	Location	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
Firm Name	Location													
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													
Recommended Action : 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. Palm Coast, FL	1
McKim & Creed Palm Coast, FL	2
GAI Consultants Jacksonville, FL	3
Jacobs Engineering Group Inc. Jacksonville, FL	4
Four Waters Engineering, Inc. Jacksonville Beach, FL	5
Kimley-Horn Jacksonville, FL	6
Infrastructure Solution Services Melbourne, FL	7
Mead & Hunt, Inc. Port Orange, FL	8
Reiss Engineering, Inc. 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) 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



GAI Consultants		88.6 pts
Four Waters Engineering, Inc.		84.2 pts
McKim & Creed		92 pts
CPH, Inc.		96.6 pts

Seal status

Requested Information	Unsealed on	Unsealed by
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
Total	100 pts	



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



	Experience with Similar Projects, Technical Capability, and Qualifications	Project Team	Location of Responding Firm Office
Supplier	/ 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 :02/05/2019

Department	Public Works	Amount
Item Key	5661	Account
Subject	RESOLUTION 2019-XX APPROVING A MASTER PRICE AGREEMENT WITH ENVIRONMENTAL LAND SERVICES INC., OF BUNNELL, FL FOR ROAD MATERIALS	
Background: <u>UPDATE FROM THE JANUARY 15, 2019 BUSINESS MEETING</u> This item was to be heard at the Business Meeting on January 15, 2019. The January 15, 2019 Meeting was cancelled due to lack of a quorum. <u>UPDATE FROM THE JANUARY 8, 2019 WORKSHOP.</u> This item was heard by City Council at their January 8, 2019 Workshop. There were no changes suggested to this item. <u>ORIGINAL BACKGROUND FROM THE JANUARY 8, 2019 WORKSHOP</u> The Public Works Department is responsible for maintenance and repair of streets and roadways throughout the City on an as-needed basis. 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. 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.		
Recommended Action : 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. Bunnell, FL	\$277,520.00
Green Dream International, LLC 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
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Environmental Land Services, Inc		0 pts
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Seal status

Requested Information	Unsealed on	Unsealed by
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.

Name	Date Signed	Has a Conflict of Interest?
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
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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.
Total	0 pts	



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: 2/05/2019

Department	Wastewater Collection	Amount	\$75,000.00								
Item Key		Account	#54029083 063000 85005								
Subject	RESOLUTION 2019-XX APPROVING MASTER SERVICES AGREEMENT WITH CONCRETE CONSERVATION, LLC. FOR REHABILITATION OF WASTEWATER STRUCTURES.										
Background: <u>UPDATE FROM THE JANUARY 15, 2019 BUSINESS MEETING</u> This item was to be heard at the Business Meeting on January 15, 2019. The January 15, 2019 Meeting was cancelled due to lack of a quorum. <u>UPDATE FROM THE JANUARY 8, 2019 WORKSHOP.</u> This item was heard by City Council at their January 8, 2019 Workshop. There were no changes suggested to this item. <u>ORIGINAL BACKGROUND FROM THE JANUARY 8, 2019 WORKSHOP</u> 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. SOURCE OF FUNDS WORKSHEET FY 2019 <table><tr><td>General Plant R&R 54029083 063000 85005</td><td>\$2,020,000.00</td></tr><tr><td>Total Expended/Encumbered to Date.....</td><td>588,179.08</td></tr><tr><td>Current (WO/Contract).....</td><td>75,000.00</td></tr><tr><td>Balance.....</td><td>\$1,356,820.92</td></tr></table> Recommended Action : Adopt Resolution 2019-XX approving a master services agreement with Concrete Conservation, LLC for rehabilitation of wastewater structures.				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	Balance.....	\$1,356,820.92
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										
Balance.....	\$1,356,820.92										

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 Jacksonville, FL	\$59,792.36
TV Diversified, LLC West Palm Beach, FL	\$74,286.00
Professional Services Group, LLC 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
Total	0 pts	



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: 2/05/2019

Department	PUBLIC WORKS	Amount	
Item Key	5660	Account	Various accounts & amounts
Subject	RESOLUTION 2019-XX APPROVING MASTER PRICE AGREEMENT WITH HARRIS CULVERT FOR CULVERT PIPES		
Background: <u>UPDATE FROM THE JANUARY 15, 2019 BUSINESS MEETING</u> This item was to be heard at the Business Meeting on January 15, 2019. The January 15, 2019 Meeting was cancelled due to lack of a quorum. <u>UPDATE FROM THE JANUARY 8, 2019 WORKSHOP.</u> This item was heard by City Council at their January 8, 2019 Workshop. There were no changes suggested to this item. <u>ORIGINAL BACKGROUND FROM THE JANUARY 8, 2019 WORKSHOP</u> The Public Works Department is responsible for replacing and maintaining various types of drainage pipe throughout the City on an as-needed basis. 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. 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			
Recommended Action : 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 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 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
Total	0 pts	



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

City of Palm Coast, Florida Agenda Item

Agenda Date : 01/15/2018

Department	CITY CLERK	Amount	\$30,000.00
Item Key	5803	Account	10018099-082002
Subject	RESOLUTION 2019-XX APPROVING AN AGREEMENT WITH FLAGLER VOLUNTEER SERVICES, INC.		
Background: <u>UPDATE FROM THE JANUARY 15, 2019 BUSINESS MEETING</u> This item was to be heard at the Business Meeting on January 15, 2019. The January 15, 2019 Meeting was cancelled due to lack of a quorum. <u>UPDATE FROM THE JANUARY 8, 2019 WORKSHOP.</u> This item was heard by City Council at their January 8, 2019 Workshop. There were no changes suggested to this item. <u>ORIGINAL BACKGROUND FROM THE JANUARY 8, 2019 WORKSHOP</u> 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.			
Recommended Action : 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

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-3rd) 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: 02/05/2019

Department	ADMINISTRATIVE SERVICES	Amount	\$55,000
Item Key		Account	Various
Subject	RESOLUTION 2019-XX APPROVING PIGGYBACKING THE SOURCEWELL CONTRACT WITH STAPLES CONTRACT & COMMERCIAL, INC. TO PURCHASE VARIOUS OFFICE SUPPLIES		
Background: <u>UPDATE FROM THE JANUARY 15, 2019 BUSINESS MEETING</u> This item was to be heard at the Business Meeting on January 15, 2019. The January 15, 2019 Meeting was cancelled due to lack of a quorum. <u>UPDATE FROM THE JANUARY 8, 2019 WORKSHOP.</u> This item was heard by City Council at their January 8, 2019 Workshop. There were no changes suggested to this item. <u>ORIGINAL BACKGROUND FROM THE JANUARY 8, 2019 WORKSHOP</u> 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.			
Recommended Action: 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. 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

**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 SERVICESSTAPLES 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. Komolue, CFD

Signature of authorized representative: Christine T. Komolue

Date: 7-21-17



City of Palm Coast, Florida

Agenda Item

Agenda Date: 2/5/2019

Department	Community Development	Amount	\$250,000.00
Item Key		Account	#21055011-063000-54405
Subject	RESOLUTION 2019-XX APPROVING A WORK ORDER WITH DANELLA AND AUTHORIZING EXPENSES, NOT-TO-EXCEED \$250,000.00, ASSOCIATED WITH PHASE THREE OF THE SIGNAL OPTIMIZATION PROJECT		
Background : <u>Update from the January 29, Workshop.</u> This item was heard by City Council at their January 29, 2019 Workshop. There were no changes suggested to this item.			
<u>Original background from the January 29, 2019 Workshop.</u> The City of Palm Coast Community Development and Public Works Departments maintains all signals within the City of Palm Coast. To improve our signal timings and maintenance. Currently 31 signals have been connected and are fully functional. The approved budget included funding to complete the remaining components to fully connect an additional 13 signals that are a part of the Signal Optimization Plan. In addition, the proposed expenses will provide the Sheriff's Office with the ability to view and record camera footage in real time crime mapping center. The Sheriff indicated he would record and store video footage.			
Staff recommends using the following contracts and purchasing mechanisms as outlined:			
Danella - Existing Continuing Service Contract (Work Order): Danella maintains a service contract for the cities Fibernet. Danella will be connecting/extending fiber. Staff is requesting approval of a work order with Danella for these services. In addition to connecting city fiber to these signals it will assist with extending the fiber backbone that will eventually create a loop for customers in this area.			
Express Supply - Existing Piggyback with Seminole County (Seminole Contract IFB-602546/16GCM): Express Supply will be utilized for equipment and consulting time to purchase communications equipment, traffic cameras and cabling.			
In addition there will be associated costs for switches, traffic cabinet connections and a contingency. City staff is seeking Councils approval to expend up to \$250,000.00 for this phase of the project. Funds are budgeted in the Streets Improvement capital plan funding for the FY 2019 budget.			
SOURCE OF FUNDS WORKSHEET FY 2019			
TRAFFIC SIGNALS 21055011-063000-54405			\$ 250,000.00
Total Expenses/Encumbered to date			\$
Pending Work Orders/Contracts			\$
Current Work/Purchase Orders			<u>\$ 250,000.00</u>
			0.00
Recommended Action : Adopt Resolution 2019-XX approving a work order with Danella and authorizing expenses, not-to-exceed \$250,000.00, associated with Phase three of the Signal Optimization Project.			

RESOLUTION 2019-_____
SIGNAL OPTIMIZATION PHASE THREE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A WORK ORDER WITH DANELLA AND ALL EXPENSES RELATED TO THE SIGNAL OPTIMIZATION PHASE THREE, IN AN AMOUNT NOT TO EXCEED \$250,000.00; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Danella has expressed a desire to provide professional services for installation of cable and fiber for the Signal Optimization Phase Three for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires for Danella to complete the above referenced services.

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

SECTION 1. APPROVAL OF WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of the work order in an amount not to exceed \$250,000 with Danella and all expenses related to the Signal Optimization Project Phase Three, 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 its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 5th day of February 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Danella WO Signal Optimization Project

Approved as to form and legality

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

Express Supply Inc.

Quote

632 Gatlin Av.
Orlando, FL 32806

Voice 407-497-8614
accounting@expresssupply.net

Quote #00030348

Date:1/22/19

Bill To:	Ship To:
City of Palm Coast 160 Lake Ave Palm Coast, FL 32164 USA	City of Palm Coast Water Treatment Plant #3 400 Peavey Grade Palm Coast, FL 32137 USA

Customer #	Payment Terms	Sales Rep.	Ship Via	Quote Good For:
*None	Net 20	Matt Merriam		30 Days

Qty.	ITEM #	DESCRIPTION	Price	Amount
11	VG5-ITS1080P-KIT	Bosch VG5-ITS1080P-30X4 KIT: ITS Version IP HD 1080P High Temp TS-2 Camera Includes Candy Cane, 24Volt PS & VG4-A-9543 I/F. Seminole Contract IFB-602546-16/GCM Line Item #129	\$3,195.00	\$35,145.00
2,000	CBL-CAT5-SPOOL	PER FT SPOOL CAT5 HYBRID CABLE (1000 Ft Spool) Designed specifically for the demands of a Bosch IP CCTV Network Environment. 16 GAUGE 6 WIRE Seminole Contract IFB-602546-16/GCM Line item # 17	\$1.49	\$2,980.00

Seminole Contract IFB-602546-16/GCM

All Quotes are good for 30 Days. Express Supply is not responsible for take offs or quantities. It is the purchasers responsibilities for double checking takeoffs and quantities needed.All sales are based only off Express Supply's terms and conditions.

Subtotal	\$38,125.00
Shipping	\$0.00
Sales Tax:	\$0.00

Total	\$38,125.00
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	Item	Unit Cost	Qty.	Unit	Cost	Comments
P H A S S E T 3	Cameras	\$3,195.00	11	EA	\$35,145.00	
	Camera Cabling	\$1.49	2,000	LF	\$2,980.00	
	Fiber connection to Cabinet at Seminole Woods/SR100	\$5,000.00	1	LS	\$5,000.00	estimated cost
	Fiber switch at Palm Harbor at European Village	\$1,000.00	1	LS	\$1,000.00	estimated cost
	Fiber switch at Matanzas at OKR/Palm Harbor	\$1,000.00	1	LS	\$1,000.00	estimated cost
	Fiber switch at Matanzas OKR	\$1,000.00	1	LS	\$1,000.00	estimated cost
	Software Upgrade & Additional Camera Licenses	\$57,604.31	1	LS	\$57,604.31	
	Fiber Run - SR100, Belle Terre to OKR (new backbone)	\$134,740.40	1	LS	\$134,740.40	
	Miscellaneous Items & Contingency	\$11,530.29	1	LS	\$11,530.29	
	TOTAL COST - PHASE 3				\$250,000.00	

Express Supply Inc.

632 Gatlin Av
Orlando, Fl. 32806

Quotation

Quote Number 18794

Quote Date 12/7/2018

Voice: 407-497-8614

Fax: 610-862-7334

Bill To:

City Of Palm Coast
160 Lake Ave.
Palm Coast, Fl. 32164

Ship To:

Palm Coast
160 Lake Ave
Palm Coast, Fl 32164

Customer ID	Good Thru	Payment Terms	Sale Rep
	1/31/2019	Net 30	MMM

Qty	Item	Description	Unit Price	List Price	TOTAL
1	ITS Express Video Server	ITS Video Server with Bosch Vidos pro-ITS server (Line23 SCC)	12,999.99	\$25999.95	12,999.99T
1	Bosch BVMS-ITS 6.5 10...	Bosch BVMS-ITS workstation 10 pk (Line 101)	4,000.00	\$ 4600.00	4,000.00T
5	Bosch BVMSMBV-XC...	Bosch BVMS-ITS Camera 10 pk (Line 96 SCC)	1,800.99	\$ 3999.99	9,004.95T
1	ITS Express Multiview ...	ITS Express Mobile server (Line 26 SCC)	4,999.99	\$19,999.99	4,999.99T
2	ITS Express Video Deco...	ITS Express Video Decoder (Line 24 scc)	7,299.99	\$ 12,999.00	14,599.98T
60	Onsite Engineering Serv...	Onsite Engineering Services per Hour (Line 70 SCC) (most of hours will be offsite due to setup and testing in advance.	199.99		11,999.40T
1	Seminole Contract 6025...	Seminole Contract 602546/16GCM	0.00		0.00T
			Subtotal		\$57,604.31
			Sales Tax (0.0%)		\$0.00
			TOTAL		\$57,604.31



Proposal

From:	Danella Construction Corporation 581 Washburn Rd Melbourne, FL 32934 USA	Project:	PALM COAST - HWY 100 BUILD OUT
		Description:	Connect existing conduit on Hwy 100 and install new backbone fiber

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
012 Single mode Outdoor 288 strand fiber optic cable (per ft installed)	16,850.000	Ft	\$5.23	\$88,125.50
016 Directional Bore 2"	596.000	Ft	\$12.00	\$7,152.00
015 Trench 36" - Hand dig	3,947.000	Ft	\$4.20	\$16,577.40
020 Tracer wire 12 GA w/ HMWPE covering (per ft installed)	13,750.000	Ft	\$0.35	\$4,812.50
021 Warning Tape	4.000	reel	\$50.00	\$200.00
023 Pull Box (hand hole) 36x24x36 load bearing, installed	10.000	Ea	\$750.00	\$7,500.00
032 Remove and Replace Access Loop for New/Existing Splice Case	1.000	Ea	\$150.00	\$150.00
035 Re-enter Splice Case and Place Cable	1.000	Ea	\$150.00	\$150.00
035a Splice Trays	8.000	Ea	\$60.00	\$480.00
038 Splice 97-288 Optical Fibers	288.000	Ea	\$15.00	\$4,320.00
050 City Right of Way Permit	4,543.000	Ft	\$0.25	\$1,135.75

Proposal

ITEM / DESCRIPTION	BID QTY U/M	UNIT BID	AMOUNT
051 Job Design per ft (3500 ft min to incl access and maintenance loops) Price includes drawings delivered and retrieved from MLGW, obtain City ROW permits, GPS Data, and As Built drawings submitted to City of Palm Coast at completion of job.	4,543.000 Ft	\$0.75	\$3,407.25
052 Furnish & Install Marker Post	7.000 Ea	\$70.00	\$490.00
053 Furnish & Install Marker Post with Test Station	2.000 Ea	\$120.00	\$240.00
TOTAL BID:			\$134,740.40

Project Comments

Price is based on requested 288 fiber along Hwy 100 installed in presumably existing spare conduit or conduit with available room.

Price presumes all existing handholes can support the 100' coil of the new 288F. If not, handholes can be replaced at additional cost.

New underground build runs from a handhole on the east side of Bulldog Dr to the east side of Seminole Woods Blvd.

Of the backbone 288F on Belle Terre, 36 fibers are being used to go west and 24 fibers are being used to go east.

Price is based on splicing only 48 fibers of the Belle Terre backbone to the new Hwy 100 backbone. That will activate some fibers for immediate use and the splice case can be re-entered later as additional fibers are needed.

Price is based on 100' coils being left in each handhole - new or existing - for future mid-sheath entry locations.

Signature: Caitlin Loughran
Caitlin Loughran cloughran@danella.com

City of Palm Coast, Florida

Agenda Item

Agenda Date: 1/29/2018

Department	Information Technology	Amount	\$57,000.00										
Item Key		Account	65052525-034000										
Subject	RESOLUTION 2019-XX APPROVING A MASTER SERVICE AGREEMENT WITH GUIDEPOST SOLUTIONS, LLC FOR SOLUTIONS FOR OUR CITYWIDE SECURITY ASSESSMENT AND MASTER PLAN												
Background: <u>Update from the January 29, Workshop.</u> This item was heard by City Council at their January 29, 2019 Workshop. There were no changes suggested to this item. <u>Original background from the January 29, 2019 Workshop.</u> The City intends to engage a highly qualified security company to conduct a security assessment and develop a Security Master Plan for all City facilities and operations, in close coordination with City staff and the Flagler County Sheriff's office. This will include risk assessment & mitigation planning, environmental design solutions (landscaping, architecture and lighting), analysis and recommendation of available technology and system requirements, cost/benefit analysis, and an analysis and recommendation of technology and communications upgrades, pertaining to overall safety and security. In accordance with the City's Purchasing Policy, City staff advertised and solicited bids for Solutions for a city wide security assessment and master plan (RFS-IT-18-65). The City received four (4) bids which were responsive and responsible. The project bid overview and notice of intent to award are attached. Staff recommends City Council approving a master service agreement with Guidepost Solutions, LLC. The contract amount for these services is \$57,000. The Fiscal Year 2019 Budget includes \$75,000.00 within Information Technology for the purchase of these services. SOURCE OF FUNDS WORKSHEET FY 2019 <table><tr><td>Other Contractual Services 65052525-034000</td><td>\$181,000.00</td></tr><tr><td>Total Expended/Encumbered to Date.....</td><td>\$109,519.80</td></tr><tr><td>Pending Work Orders/Contracts.....</td><td>\$</td></tr><tr><td>Current (WO/Contract).....</td><td>\$ 57,000.00</td></tr><tr><td>Balance.....</td><td>\$ 14,480.20</td></tr></table>				Other Contractual Services 65052525-034000	\$181,000.00	Total Expended/Encumbered to Date.....	\$109,519.80	Pending Work Orders/Contracts.....	\$	Current (WO/Contract).....	\$ 57,000.00	Balance.....	\$ 14,480.20
Other Contractual Services 65052525-034000	\$181,000.00												
Total Expended/Encumbered to Date.....	\$109,519.80												
Pending Work Orders/Contracts.....	\$												
Current (WO/Contract).....	\$ 57,000.00												
Balance.....	\$ 14,480.20												
Recommended Action : Adopt Resolution 2019-XX approving a Master Service Agreement with Guidepost Solutions, LLC for solutions for our City wide security assessment and masterplan.													

RESOLUTION 2019 - ____
GUIDEPOST SOLUTIONS, LLC
CITY WIDE SECURITY ASSESSMENT AND MASTER PLAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A MASTER SERVICE AGREEMENT WITH GUIDEPOST SOLUTIONS, LLC., TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR OUR CITY WIDE SECURITY ASSESSMENT AND MASTER PLAN; 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, Guidepost Solutions, LLC., desires to provide consulting services for solutions for our city wide security assessment and master plan for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with Guidepost Solutions, LLC, Inc., for the above referenced services.

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

SECTION 1. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of a Master Service Agreement with Guidepost Solutions, LLC, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is, hereby, authorized to execute 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 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 5th day of February 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit “A” – Master Service Agreement with Guidepost Solutions, 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: Request for Solutions (RFS) for City Wide Security Assessment and Master Plan - RFS-IT-18-65

Date: 11/13/2018

Appeal Deadline: Appeals must be Filed by 5:00 PM on 11/16/2018

Firm	Ranking
Guidepost Solutions, LLC New York, NY	1
Security Risk Management Consultants Columbus, OH	2
Good Harbor Techmark Norwell, MA	3

The intent of the City of Palm Coast is to award Request for Solutions (RFS) for City Wide Security Assessment and Master Plan to Guidepost Solutions, 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.



RFS-IT-18-65 - Request for Solutions (RFS) for City Wide Security Assessment and Master Plan

Project Overview

Project Details	
Reference ID	RFS-IT-18-65
Project Name	Request for Solutions (RFS) for City Wide Security Assessment and Master Plan
Project Owner	Jesse Scott
Project Type	RFP
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Request for Solutions is issued for the purpose of engaging a highly qualified company or individual(s) (hereby referred to as "Consultant") to provide a solutions proposal to conduct a security assessment and develop a Security Master Plan for City facilities and operations.
Open Date	Aug 29, 2018 8:00 AM EDT
Intent to Bid Due	Sep 27, 2018 2:00 PM EDT
Close Date	Sep 27, 2018 2:00 PM EDT

Awarded Suppliers	Reason	Score
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Guidepost Solutions LLC		78.57 pts
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Seal status

Requested Information	Unsealed on	Unsealed by
Proposal	Sep 27, 2018 2:12 PM EDT	Jesse Scott
Required Forms	Sep 27, 2018 2:12 PM EDT	Jesse Scott

Conflict of Interest

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

Name	Date Signed	Has a Conflict of Interest?
Maher jay	Sep 29, 2018 12:32 PM EDT	No
Gerard Forte	Oct 01, 2018 10:21 AM EDT	No
Susan Knopf	Oct 01, 2018 11:32 AM EDT	No



Jesse Scott	Sep 27, 2018 2:13 PM EDT	No
Mitch Lehman	Oct 10, 2018 2:56 PM EDT	No
Mirnali Crimi	Sep 29, 2018 10:41 AM EDT	No
Paul Bovino	Oct 02, 2018 11:08 AM EDT	No
Doug Akins	Oct 10, 2018 1:31 PM EDT	No
Chuck Burkhart	Nov 06, 2018 8:17 AM EST	No



Project Criteria

Criteria	Points	Description
Required Forms	Pass/Fail	Completed as required and requested.
Proposal	Pass/Fail	Completed as required and requested
Experience and Past Performance	30 pts	Ability to develop and deliver Security Master Plan Solutions demonstrated by past experience with previous clients and firms comparable to the City of Palm Coast, including client references. References may be contacted during the evaluation process.
Project Understanding	20 pts	Understanding of project objectives and scope of work as evidenced in the solutions proposal.
Projected Cost	20 pts	Costs will not be the sole deciding factor in the selection process, but will be considered in the case of this RFS.
Innovation and Creativity	30 pts	Consultant demonstrates innovative techniques in conducting a security assessment and developing a Security Master Plan. Consultant demonstrates how they differ from the "Pack" in terms of Innovation and Creativity and how their approach would be the best option for the City of Palm Coast.
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Required Forms	Proposal	Experience and Past Performance	Project Understanding
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	/ 30 pts	/ 20 pts
Guidepost Solutions LLC	78.57 pts	Pass	Pass	24.43 pts	17.57 pts
Good Harbor Techmark	77.57 pts	Pass	Pass	24.14 pts	16.71 pts
Security Risk Management Consultants, LLC	76.86 pts	Pass	Pass	24 pts	17.57 pts
Affiliated Engineers, Inc.	73.43 pts	Pass	Pass	23.29 pts	17.29 pts



	Total	Required Forms	Proposal	Experience and Past Performance	Project Understanding
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	/ 30 pts	/ 20 pts
Continuity Operations Group, LLC	71 pts	Pass	Pass	20.86 pts	16.14 pts
Triad Consulting & System Design Group	69.57 pts	Pass	Pass	22.86 pts	16.86 pts
Faith Group, LLC	68.14 pts	Pass	Pass	22.29 pts	15.43 pts
The Fortis Project	57 pts	Pass	Pass	14.29 pts	11.71 pts

	Projected Cost	Innovation and Creativity
Supplier	/ 20 pts	/ 30 pts
Guidepost Solutions LLC	14.71 pts	21.86 pts



	Projected Cost	Innovation and Creativity
Supplier	/ 20 pts	/ 30 pts
Good Harbor Techmark	14.71 pts	22 pts
Security Risk Management Consultants, LLC	14.14 pts	21.14 pts
Affiliated Engineers, Inc.	14 pts	18.86 pts
Continuity Operations Group, LLC	17.57 pts	16.43 pts
Triad Consulting & System Design Group	11.43 pts	18.43 pts
Faith Group, LLC	7.429 pts	23 pts
The Fortis Project	13.57 pts	17.43 pts

City of Palm Coast, Florida

Agenda Item

Agenda Date: 2/5/2019

Department	Community Development	Amount	\$929,360.00
Item Key		Account	54029082-063000-85003
Subject	RESOLUTION 2019-XX APPROVING A CONTRACT WITH MILLER PIPELINE, LLC, FOR THE 2019 SANITARY SEWER LINING PROJECT.		
Background : <u>Update from the January 29, Workshop.</u> This item was heard by City Council at their January 29, 2019 Workshop. There were no changes suggested to this item.			
<u>Original background from the January 29, 2019 Workshop.</u> Staff has identified areas of the City's gravity sewer collection system which are susceptible to ground water infiltration. These locations tend to be in older parts of the system that were constructed using vitrified clay pipe and which are deep below ground level and therefore submersed beneath the groundwater table for much of the year. As these pipes have aged; cracking, shifting and root intrusion have created points of entry into the pipe for ground water to seep in. The cumulative effect of this condition results in increased flows to the City's pump stations and to the wastewater treatment plants. In order to improve the structural integrity of these sanitary sewer gravity mains and seal them from groundwater infiltration, an annual Capital Improvement Project was budgeted to perform cured in-place pipe lining. Staff prepared this first annual sewer pipe lining project to address the most critical areas first. This amounts to approximately 30,000 feet of gravity sewer mains to be lined for fiscal year 2019. It is anticipated that similar amounts will be needed annually for the next four (4) to five (5) years in order to meet all of the rehabilitation needs of the existing gravity sewer pipe system. This project was bid to include a base bid and three (3) bid alternates. On January 15, 2019, bids were received from nine (9) qualified contractors. Bid totals including base bid and all three (3) bid alternates, range from \$929,360.00 to \$1,299,250.00. The low bid total was submitted by Miller Pipeline, LLC of Indianapolis, Indiana. Miller Pipeline, LLC is an experienced pipe lining company which has performed work throughout the state of Florida. City staff recommends award of the contract to the low bidder, Miller Pipeline, LLC for the amount of \$929,360.00, and a 5% contingency (\$46,468.00). Funds have been budgeted for Fiscal Year 2019 for this project. The notice of intent to award, project bid tabulation and project area map are attached as exhibits to this item.			
SOURCE OF FUNDS WORKSHEET FY 2019			
General Plan R&R 54029083-063000-85005			\$2,020,000.00
Total Expended/Encumbered to Date.....		\$	845,566.01
Pending Work Orders/Contracts.....		\$	
Current (WO/Contract).....		\$	929,360.00
Balance.....		\$	245,073.99
Recommended Action : Adopt Resolution 2019-XX approving a contract with Miller Pipeline, LLC, in the amount of \$975,828.00, including a 5% contingency, for the installation of the 2019 Sanitary Sewer Lining project.			

RESOLUTION 2019-____
SANITARY SEWER LINING PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A CONSTRUCTION CONTRACT WITH MILLER PIPELINE, LLC., INCLUDING A 5% CONTINGENCY, FOR THE 2019 SANITARY SEWER LINING PROJECTS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACTS; 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 2019 Sanitary Sewer Lining project; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with Miller Pipeline, 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 Miller Pipeline, LLC, for the 2019 Sanitary Sewer Lining 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 5th day of February 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A –Contract with Miller Pipeline, 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-19-18 - 2019 Sanitary Sewer Lining

Date: 1/18/2019

Appeal Deadline: Appeals must be filed by 5:00 PM on 1/23/2019

Firm	Bid
Miller Pipeline, LLC Indianapolis, IN	\$929,906.00
Hinterland Group, Inc. Riviera Beach, FL	\$952,550.00
Insituform Technologies Chesterfield, MO 63005	\$964,448.50
VacVision Environmental, LLC Tampa, FL	\$1,057,750.00
Gulf coast Underground, LLC Theodore, AL	\$1,938,850.00
Ric-Man Construction Florida, Inc. Deerfield Beach, FL	\$1,123,725.00
Granite Inliner, LLC Sanford, FL	\$1,166,350.00



city of PALM COAST

Administrative Services & Economic Development
Central Services Division

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

Lanzo Trenchless Technologies South Deerfield Beach, FL	\$1,256,800.00
IPR Southeast, LLC Stone Mountain, GA	\$1,299,250.00

The intent of the City of Palm Coast is to award ITB-UT-19-18 to Miller Pipeline, LLC. The contract will include the base bid and the two alternate (totals reflect the combined total).

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-UT-19-18 / ITB-UT-19-18 - 2019 Sanitary Sewer Lining

Project Overview

Project Details	
Reference ID	RFSQ-UT-19-18 / ITB-UT-19-18
Project Name	2019 Sanitary Sewer Lining
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, materials, equipment, tools, supervision, and any other items required for: cured in place pipe lining of approximately five (5) miles of existing sanitary sewer gravity pipe of various sizes.
Open Date	Nov 14, 2018 8:00 AM EST
Intent to Bid Due	Jan 15, 2019 2:00 PM EST
Close Date	Nov 29, 2018 2:00 PM EST

Awarded Suppliers	Reason	Score
Miller Pipeline, LLC		100 pts



Seal status

Requested Information	Unsealed on	Unsealed by
Qualification Forms Section 00100 (A - M)	Nov 29, 2018 2:01 PM EST	Kelly Downey
Financials Form N	Nov 29, 2018 2:02 PM EST	Kelly Downey
Contractors License or Underground Utilities State of FL License	Nov 29, 2018 2:02 PM EST	Kelly Downey
Addenda #1	Nov 29, 2018 2:01 PM EST	Kelly Downey
Bid Forms 00200	Jan 15, 2019 2:03 PM EST	Kelly Downey
Forms 5 and 6	Jan 15, 2019 2:04 PM EST	Kelly Downey
Addendum #2	Jan 15, 2019 2:04 PM EST	Kelly Downey
Addendum # 3	Jan 15, 2019 2:04 PM EST	Kelly Downey
Addendum #4	Jan 15, 2019 2:04 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 2:01 PM EST	No
Mary Kronenberg	Nov 29, 2018 2:05 PM EST	No
Alex Blake	Nov 29, 2018 2:13 PM EST	No
Helena Alves	Dec 01, 2018 7:35 AM 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, and Addenda	Pass/Fail	Forms 5, 6, and Addenda
Pricing & Technical Eval	Pass/Fail	Pricing & Technical Eval
Total	100 pts	



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
Miller Pipeline, LLC	100 pts	Pass	Pass	Pass	Pass
Insituform Technologies	98.05 pts	Pass	Pass	Pass	Pass
Hinterland Group, Inc.	98.01 pts	Pass	Pass	Pass	Pass
VacVision Environmental, LLC	87.76 pts	Pass	Pass	Pass	Pass
Gulf Coast Underground, LLC	85.15 pts	Pass	Pass	Pass	Pass
Ric-Man Construction	84.33 pts	Pass	Pass	Pass	Pass



	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
Florida, inc					
Granite Inliner, LLC	79.67 pts	Pass	Pass	Pass	Pass
Lanzo Trenchless Technologies South	75.58 pts	Pass	Pass	Pass	Pass
IPR Southeast, LLC	73.27 pts	Pass	Pass	Pass	Pass

	Pricing	Forms 5, 6, and Addenda	Pricing & Technical Eval
Supplier	/ 100 pts	Pass/Fail	Pass/Fail
Miller Pipeline, LLC	100 pts (\$784,060.00)	Pass	Pass
Insituform Technologies	98.05 pts (\$799,685.00)	Pass	Pass



	Pricing	Forms 5, 6, and Addenda	Pricing & Technical Eval
Supplier	/ 100 pts	Pass/Fail	Pass/Fail
Hinterland Group, Inc.	98.01 pts (\$800,000.00)	Pass	Pass
VacVision Environmental, LLC	87.76 pts (\$893,400.00)	Pass	Pass
Gulf Coast Underground, LLC	85.15 pts (\$920,850.00)	Pass	Pass
Ric-Man Construction Florida, inc	84.33 pts (\$929,750.00)	Pass	Pass
Granite Inliner, LLC	79.67 pts (\$984,150.00)	Pass	Pass
Lanzo Trenchless Technologies South	75.58 pts (\$1,037,400.00)	Pass	Pass
IPR Southeast, LLC	73.27 pts (\$1,070,100.00)	Pass	Pass



Eliminated Submissions

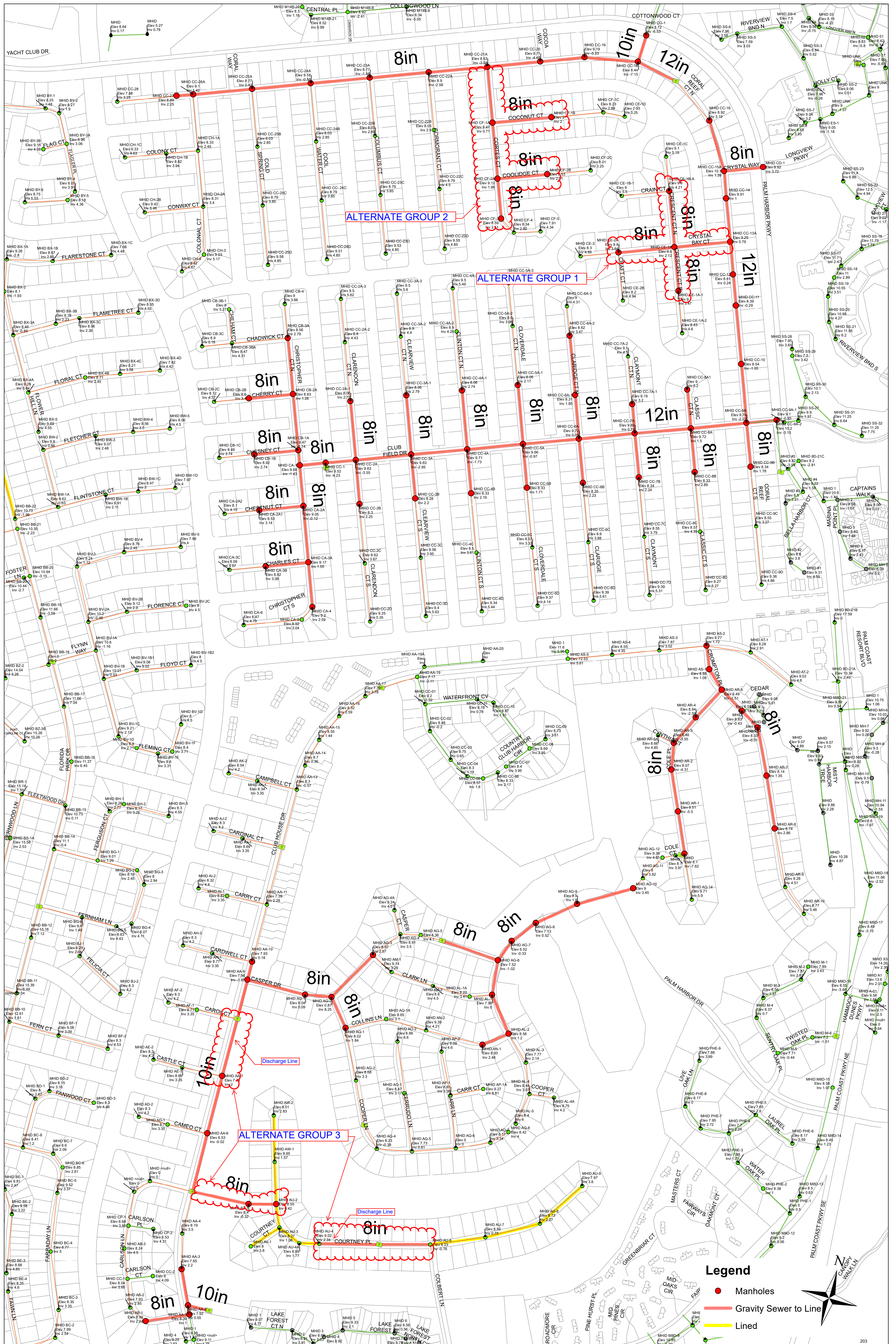
	Pre-Qualification Forms	Pre-Qualification Review	Financials (Form N)	Section 00200 bid forms	Pricing
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	/ 100 pts
J&H Waterstop Utilities Inc	Fail	Pass	Fail	-	-

	Forms 5, 6, and Addenda	Pricing & Technical Eval
Supplier	Pass/Fail	Pass/Fail
J&H Waterstop Utilities Inc	-	-



Reason

Supplier	Disqualifed by	Reason
J&H Waterstop Utilities Inc	Kelly Downey	Did not meet requirement



Legend

- Manholes
- Gravity Sewer to Line
- Lined

City of Palm Coast, Florida

Agenda Item

Agenda Date: 2/5/2019

Department	UTILITY	Amount	\$62,750.00
Item Key		Account#	54029086 – 063000 - 84002
Subject	RESOLUTION 2019-XX APPROVING A WORK ORDER WITH CPH INC., TO IMPLEMENT PHASE II RESEARCH PROJECT TO IMPROVE THE QUALITY OF WATER		
Background : <u>Update from the January 29, Workshop.</u> This item was heard by City Council at their January 29, 2019 Workshop. There were no changes suggested to this item.			
<u>Original background from the January 29, 2019 Workshop.</u> The City’s Utility Department is recommending that the City Council approve the Phase II Water Quality Investigation which provides an understandable description and solution addressing customer complaints with regard to taste, odor, and color in the water distribution system. In 2018, CPH, the City’s consultant, completed Phase I of the Water Quality Improvements Study. Phase I analyzed the cause of deterioration in water quality through desktop analyses. CPH provided treatment recommendations to address these issues. These recommendations were discussed and completed. In addition to the taste, odor, and color study, a preliminary investigation regarding a more cost effective method for Total Trihalomethanes (TTHM) reduction at Water Treatment Plant No. 2 was explored, and feasible pilot studies were recommended. Going into fiscal year 2019, staff proposes utilizing CPH to perform Phase II of the Water Quality Investigation to assist the City in conducting pilot testing, jar testing, and further desktop analyses to determine the most cost effective treatment solution to the water quality concerns.			
Under the existing continuing services contract, staff negotiated a scope and fee not-to-exceed \$62,750.00 with CPH, Inc. City staff has determined that the cost for the water quality investigation services are reasonable and fair and are consistent with these types of services for a project of this size and scope. Funds for this project have been budgeted for in the utility fund.			
SOURCE OF FUNDS WORKSHEET FY 2019			\$1,075,000.00
Utility Capital Projects-Improvements 54029086 063000 84002			
Total Expended/Encumbered to Date.....			199,769.00
Current (WO/Contract).....			62,750.00
Balance.....			\$812,481.00

Recommended Action :

Adopt Resolution 2019-XX approving a work order with CPH, Inc. to implement Phase II research project to improve the quality of water.

RESOLUTION 2019-_____
CPH, INC.
PHASE II: WATER QUALITY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A WORK ORDER WITH CPH INC., TO IMPLEMENT PHASE II RESEARCH PROJECT TO IMPROVE THE QUALITY OF WATER; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, CPH Inc., has expressed a desire to implement Phase II research project to improve the quality of water delivered to customers for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires for CPH Inc., to implement Phase II research project to improve the quality of water.

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

SECTION 1. APPROVAL OF WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of the work order with CPH Inc., for Phase II research project-water quality improvement, 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 its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 5th day of February 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Work Order CPH-Phase II Research Project to Improve Water Quality

Approved as to form and legality

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

WORK ORDER # _____

PO #: _____



DATE: ____/____/20____

Project Manager's Initials _____ PR _____

SUPPLIER INFORMATION

BID DETAILS

Name		Project Title	
Street		Bid #	
City, State, Zip		City Council Approval date	

TOTAL COST: \$ _____
(must equal amount of Purchase Order)

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

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

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

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

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

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

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

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

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

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

SUPPLIER APPROVAL

CITY APPROVAL

By: _____

By: _____

Print: _____

Print Name: _____

Title: _____

Title: Assistant City Manager or Designee

Date: _____

Date: _____

City of Palm Coast

Water Distribution System

Phase II: Water Quality Investigation

Background

The City of Palm Coast (City) has been receiving complaints with regard to taste, odor, and color in their water distribution system. In 2018, CPH, Inc. (Consultant) completed the Phase I of the Water Quality Improvements Study. Phase I analyzed the cause of deterioration in water quality through desktop analyses. Treatment recommendations to address these issues were made and discussed with the City. In addition to the taste, odor, and color study, a preliminary investigation regarding a more cost effective method for TTHM reduction at WTP No. 2 was explored, and feasible pilot studies were recommended. Going into fiscal year 2019, CPH, proposes Phase II of the Water Quality Investigation to assist the City in conducting pilot testing, jar testing, and further desktop analyses to determine the most cost effective treatment solution to the water quality concerns.

Scope of Services

Under **Tasks 1 – 2**, the Consultant shall provide the services detailed therein as related to the City's taste, odor, and color issues. **Task 3** pertains to viable methods for TTHM reduction at WTP No. 2.

Task 1 – Final Desktop Analysis

Under this Task, the Consultant shall conduct a final desktop analysis. Phase I involved sorting and analyzing a wide array of data to distinguish potential sources for the degradation in water quality. Phase II will investigate these data in more detail. Rather than determining possible sources, Phase II will determine which are the most likely and most frequent sources. Frequency is critical, as there may be several contributing sources. By evaluating frequency, outliers will be excluded. Accordingly, the final desktop analysis will determine those sources with the *most* negative impact on the City's water quality. Further, Phase II's final desktop analysis will sort the data by cause rather than effect on water quality. By coupling these findings with the pilot study results, the Consultant will recommend the treatment option most capable of targeting the City's specific water quality concerns.

The analyses to be performed include:

- The most recent customer complaints will be collected from the City and will be sorted more finitely. The complaints originally sorted by taste, odor, and color will be broken down by their source/cause, rather than their effect. For example, rather than sorting a customer complaint of “chlorine tasting water” as a taste issue, it will be separated into a category associated with disinfectant residuals. Another example would be, customer complaints of “red”, “brown”, or “orange” water will no longer be sorted as a color issue, but rather as a cause potentially related to iron/manganese. This breakdown will allow the complaints to be grouped and analyzed for trends based on frequency of occurrence.
- The following data points will be further analyzed: TOC concentrations in WTP No. 3 concentrate, WTP No. 1 wells, and WTP No. 1 finished water results will be collected from the City. By evaluating the concentrations in the two sources for WTP No. 1’s finished water, as well as the finished water quality itself, the effects of high TOC in wells and in the concentrate can be compared. Based on concentration levels it can be determined whether one, if any, is more problematic than the other.
- The overlapping service zones high volume of complaints will be further investigated. After the complaints are sorted, data on the finished water quality from WTP No. 3 and WTP No. 1 will need to be compared, as well as, from WTP No. 1 and WTP No. 2. It is possible that the blending of waters processed using two different treatment systems are reacting in the water mains. A literature review will be conducted to provide insight into the validity of this theory.
- Based on the results from re-categorizing the customer complaints, the need for Iron and Manganese data to be collected from the City will be determined. If it is necessary, these data will be analyzed to determine if the presence of these elements are the cause behind the color issues.
- AOC concentrations will be collected from the City and analyzed to determine whether the potential for bacteriological regrowth in the mains exists.
- Evaluation of the City’s three-month data collection from 90 bacteriological sites for ammonia, (free and total), alkalinity, pH, chlorine residual, nitrates and nitrites. The evaluation will assist the City in determining the problem areas with partial nitrification and water age issues in the distribution system.
- Research Coagulant alternatives.

Task 2 – WTP No. 1 Pilot and Jar Testing

The Consultant shall contact vendors to set up pilot testing procedures, costs, and timeframes. As necessary, the consultant will assist in conducting the pilot studies. The pilot study results will be collected from the vendors and analyzed by the Consultant to determine the extent of their effect on the City’s water quality. Based on pilot study results, the Consultant will obtain the cost of the treatment equipment for the pilot studies with the most promising results.

The following pilot studies and jar testing may *potentially* be conducted:

- Ozone Treatment Pilot Study
- Granular Activated Carbon Pilot Study
- Booster Chlorination Pilot Study in the distribution system
- Ice Pigging Pilot Study
- Jar Testing the blended finished water (WTP No. 3 and No. 1, and WTP No. 1 and No. 2)
- Jar Testing of alternative coagulants selected in **Task 1**.

Task 3 – WTP No. 2 Pilot Testing & Jar Testing

The objective of this Task is determining alternative methods of TTHM reduction at WTP No. 2. A pilot study will be conducted to assess the effectiveness of the Vaughan Rotamix System in removing TTHMs. The Consultant shall coordinate with the equipment supplier for the pilot study with regards to schedule, data collection, and results evaluation. The pilot proposal provided by FJNugent & Associates, Inc. is attached in **Exhibit 1**. Coagulants that assist in the reduction of TTHMs will be selected and evaluated. The selected coagulants will be jar tested by the vendor. The results will be collected and analyzed by the Consultant. Pilot studies will be conducted with the coagulant selected through the jar tests, with and without the Rotamix System. The conclusions drawn from the results of the pilot study and jar testing will be summarized in the technical memorandum to the City.

Task 4 – Technical Memorandum

The Consultant shall prepare and submit a *Draft* Technical Memorandum (TM) to include findings from **Tasks 1 – 3**. As such, the TM will include taste, odor, color, and TTHM related information. The conclusions drawn from the final desktop analyses findings, and the results of the pilot studies and jar tests will be summarized in the TM. Using these data and results, the Consultant will recommend the most viable and effective treatment option for the City's review. The Consultant shall submit the *Draft* TM for the City's review. Following the City's review of the TM, the Consultant shall attend a meeting with City Staff to discuss their comments. Based on comments made during this meeting, the Consultant shall revise and submit the *Final* Technical Memorandum to the City.

Fee

CPH proposes the above services for a not-to-exceed fee of \$62,750.00. This not-to-exceed fee has been calculated utilizing CPH billing rates as presented in **Exhibit 2**. CPH will invoice the City based on the actual time and expenses incurred, and the total amount invoiced will not exceed the not-to-exceed fee, except as separately authorized by the City.



Please reply to this office:
☒ Central Florida Office
411 Wylly Avenue
Sanford, FL 32773
Phone: 407-936-1139
Fax: 407-936-1640

PROPOSAL

To: The City of Palm Coast

Date: November 20, 2018

Project: TTHM removal pilot

Dear Sirs:

We are pleased to offer the following equipment for the above referenced project:

Qty 1 – Pilot tank for TTHM removal at a 0.1% scale of the final effluent ground storage tank at WTP#2.

1 – 6' x 10' FRP tank

All piping and valving for influent line, effluent line, mixing with 2 nozzles

2 – flow meters – 1 - influent to tank and 1 - mixing system

1 – mixing pump w/VFD control

1 – tank cover

2 – vents

1 – draft fan

1 – power panel

PRICE: **\$20,280.00**

Note: Price does not include any installation, field painting, gauges, gauge cocks, valves, lubricants or any item not specifically listed in this proposal.

Terms: Net 30 days, Proposal is valid for 30 days.
A service charge of 1.5% per month will be added to all balances unpaid 30 days after invoice date. Failure to pay in accordance with these terms will void all warranties.

Freight: Freight allowed to jobsite.

Delivery: Approximately 6 weeks after receipt of purchase order

Thank you for the opportunity to quote on this project. Please contact us with any questions.

Sincerely,

A handwritten signature in orange ink that reads 'Eric Jordan'.

Eric Jordan

Offices located throughout Florida

West Florida Office
527 NW 15th Street
Cape Coral, FL 33993
Phone: 239-224-8422

South Florida Office
603 Sunset Pointe Dr.
Lake Placid, FL 33852
Phone: 863-441-1535

Exhibit 2

Consultant Fee Breakdown Based on Scope of Services							
Item	Description	Project Manager	Project Engineer	Administrative Assistant	Subconsultant	Expenses	Cost by Task
		\$150.00	\$120.00	\$75.00			
Task 1	Further Desktop Analyses	4	30				\$4,200.00
Task 2	Ozone Treatment Pilot Test	5	16			\$130	\$2,670.00
	GAC Pilot Test	6	16			\$130	\$2,820.00
	Booster Chlorination Pilot Test	5	12			\$130	\$2,190.00
	Ice Pigging Pilot Test	4	10			\$130	\$1,800.00
	Finished Water Blending Jar Test	4	10			\$130	\$1,800.00
	Alternative Coagulant Jar Testing	5	16			\$130	\$2,670.00
Task 3	Vaughan Rotamix System Pilot Test	10	30		\$20,280	\$390	\$25,380.00
	Alternative Coagulant Jar Testing	5	16			\$130	\$2,670.00
Task 4	Draft/Final Technical Memorandum	20	100	2		\$100	\$15,150.00
Total		68	256	2	\$20,280	\$1,400	\$62,750.00

City of Palm Coast, Florida

Agenda Item

Agenda Date: 2/5/2019

Department Utility	Amount \$40,912.00
Item Key	Account #54029083 063000 85005
Subject RESOLUTION 2019-XX APPROVING PURCHASE AGREEMENT WITH TOM EVANS ENVIRONMENTAL, INC. FOR GRUNDFOS SUBMERSIBLE WASTEWATER PUMPS	
Background : <u>Update from the January 29, Workshop.</u> This item was heard by City Council at their January 29, 2019 Workshop. There were no changes suggested to this item. <u>Original background from the January 29, 2019 Workshop.</u> The City of Palm Coast currently has 158 Wastewater Pump Stations and two (2) Wastewater Treatment Facilities that utilize submersible wastewater pumps. Approximately half of these facilities are equipped with Grundfos Pumps. After field testing Grundfos submersible wastewater pumps for over a year, it was the decision of the Utility Standards Committee to make Grundfos an approved pump. The pumps are selected based on efficiency rating and how the pump performs in the field under current conditions and where the pump charts on the pump curve. Presently, there is a need to purchase two (2) submersible wastewater pumps at Pump Station 20-1 located on Wellington Drive as part of a pump station upgrade to increase pumping capacity. This location was determined to be in need of an upgrade based on past history and station performance during wet weather storm events. The Utility Department is requesting a sole source agreement with Tom Evans Environmental, Inc. for the purchase of Grundfos submersible wastewater pumps. The Purchasing department posted the sole source request for the required seven day period on Centrality. City staff recommends that the City Council approved the purchase agreement with Tom Evans Environmental, Inc. for Grundfos pumps. Purchase Agreement is attached to this agenda item. City staff will purchase items using budgeted funds appropriated by City Council. The Fiscal Year 2019 Budget includes \$40,912.00 within Utilities Wastewater Operations to purchase this product.	
Recommended Action : Adopt Resolution 2019-XX approving the purchase of two (2) Grundfos Submersible Wastewater Pumps for Pump Station 20-1 located on Wellington Dr.	

RESOLUTION 2019-_____
PURCHASE AGREEMENT FOR GRUNDFOS SUBMERSIBLE PUMPS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A PURCHASE AGREEMENT WITH TOM EVANS ENVIRONMENTAL, INC. TO PURCHASE GRUNDFOS PUMPS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Tom Evans Environmental, Inc. has expressed a desire to provide Grundfos submersible wastewater pumps to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to purchase the above referenced Grundfos submersible wastewater pumps from Tom Evans Environmental, Inc...

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

SECTION 1. APPROVAL OF PRICE AGREEMENTS. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Purchase Agreement relating to the purchase of Grundfos submersible wastewater pumps from Tom Evans Environmental, Inc. which are 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 5th day of February 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit “A” – Purchase Agreement with Tom Evans Environmental, Inc.

Approved as to form and legality

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

Tom Evans Environmental, Inc.

3605 Ventura Drive East
Lakeland, Florida 33811
Ph: (863)619-3789
Fx: (863)619-8098

QUOTE

Quote # 18-1101aDJ

To:	City of Palm Coast
Attn:	John Croote
Em:	
Re:	Palm Coast PS 20-1

From:	Dale M. Jahn
Pages:	1
Date:	11/01/18
CC:	

Following is the pricing you requested:

Qty	Part Number	Description	Price Each	Total Price
2	97660677	Grundfos S1.30.A50.420.4.58H.C.307.G.EX.D.611 submersible	20,456.00	40,912.00
		wastewater pumps, each with (2) 49' motor cables & (1) sensor		-
		cable. 42hp, 3/460v.		-
				-
2		Stainless steel lifting bail.	Incl.	Incl.
				-
2	98061131	Grundfos 5" x 6" Flygt compatible slide bracket for use with	Incl.	Incl.
		existing 6" Flygt base elbow & 2" rail system.		-
				-
1		Startup service by a representative of this company.	Incl.	Incl.
				-
				-
		Total is less applicable sales tax	Total	\$ 40,912.00

NOTE: PRICES ABOVE ARE QUOTED F.O.B. FACTORY, FREIGHT
MATERIALS LISTED ABOVE SHOULD BE SHIPPED IN

included.

Approx. 3 weeks.



Administrative Services & Economic Development
Central Services Division

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

NOTICE OF INTENT TO SOLE SOURCE

Project Number: SS-UT-19-26

Project Name: Grundfos Pump Model S1.30.A50.420.4.58H.C.307.G.EX.D.611

Date: January 2, 2019

The City of Palm Coast intends to waive the solicitation process and approve a sole/single to Tom Evans Environmental for the purchase of Grundfos Pump Model S1.30.A50.420.4.58H.C.307.G.EX.D.611.

Interested vendors (firms or individuals) that can provide the goods/services can respond with an alternate solution that overcomes the sole/single source reasons stated on the sole/single source documentation, along with sufficient detailed convincing documentation, regarding their ability to supply equivalent commodities or services. Responses or questions seeking additional detail regarding the procurement, specifications, terms, conditions, requirements, etc are directed to contact: Jesse Scott at JKScott@palmcoastgov.com prior to 2:00 PM on Friday, January 11, 2019. The City reserves the right to require the responding Vendor to submit additional information as it may deem necessary, and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of the responding vendor.

This is **not** a request for bids or proposal and there is no solicitation available. The City will not consider any responses as a proposal, bid or quote. Any responses received as a result of this Notice of Intent shall be considered solely for determining whether bona fide competition exists.

If it is determined by City staff, after reviewing any information received from responding vendors, that sole/single source justification stands and that the commodities or contractual services are available only from a sole/single source, the City shall prepare a recommendation to the City Commission requesting approval to waive the solicitation process and proceed with the sole/single-source purchase.



Administrative Services & Economic Development
Central Services Division

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

Scope of Services

Grundfos Model S1.30.A50.420.4.58H.C.307.G.EX.D.611

The City of Palm Coast currently has 158 Wastewater Pumping Stations and two (2) Wastewater Treatment Facilities that utilize submersible wastewater pumps. Over 50% of these facilities are equipped with Grundfos Pumps. After field testing Grundfos submersible wastewater pumps for over a year it was the decision of the Utility Standards Committee to make Grundfos pumps an approved pump. When existing facilities are in need of upgrades or pump replacements Grundfos pumps are installed based on pump curves and efficiency rating. Grundfos pumps provide a reliable solution with a proven performance record. The City has used other wastewater submersible pumps that do not meet the performance and cost of Grundfos pumps. Currently there is a need to purchase two (2) Grundfos pumps as an upgrade to Pump Station CL-1 Located on Colbert Lane.

Based on the designed pumping curve for this pump station determined by the City Utility Engineer the Grundfos Model S1.30.A50.420.4.58H.C.307.G.EX.D.611 has the best pumping and efficiency rating desired for this upgrade to increase needed pumping capacity in the Wastewater Collection Pumping System.

Grundfos Submersible Wastewater Pumps is a proprietary pump that can only be purchased from an approved distributor. For this region the distributor is Tom Evans Environmental.

December 26, 2018

City of Palm Coast
2 Utility Drive
Palm Coast, Florida 32137
Attn: Danny Ashburn

Re: Grundfos Pump Representation -Municipal Market

Dear Mr. Ashburn,

Please accept this letter as formal notification to the City of Palm Coast that Tom Evans Environmental, Inc., by contract is the sole supplier for Grundfos products in the municipal markets and for your account.

The Grundfos product line includes Grundfos submersible wastewater pumps, dry-pit submersible wastewater pumps, submersible grinder pumps, and submersible mixers as well as Peerless vertical turbine, horizontal split case, and end suction centrifugal / ANSI process pumps. Please contact Tom Evans Environmental, Inc. for all your pumping needs which includes pumps, parts, factory reconditioning, service, and repairs.

Thank you for your consideration and continued support of Grundfos products. Please do not hesitate to call us if we may be of further service.

Respectfully Submitted,

Ashley Dirou

Ashley Dirou
District Sales Manager-Distribution
Grundfos

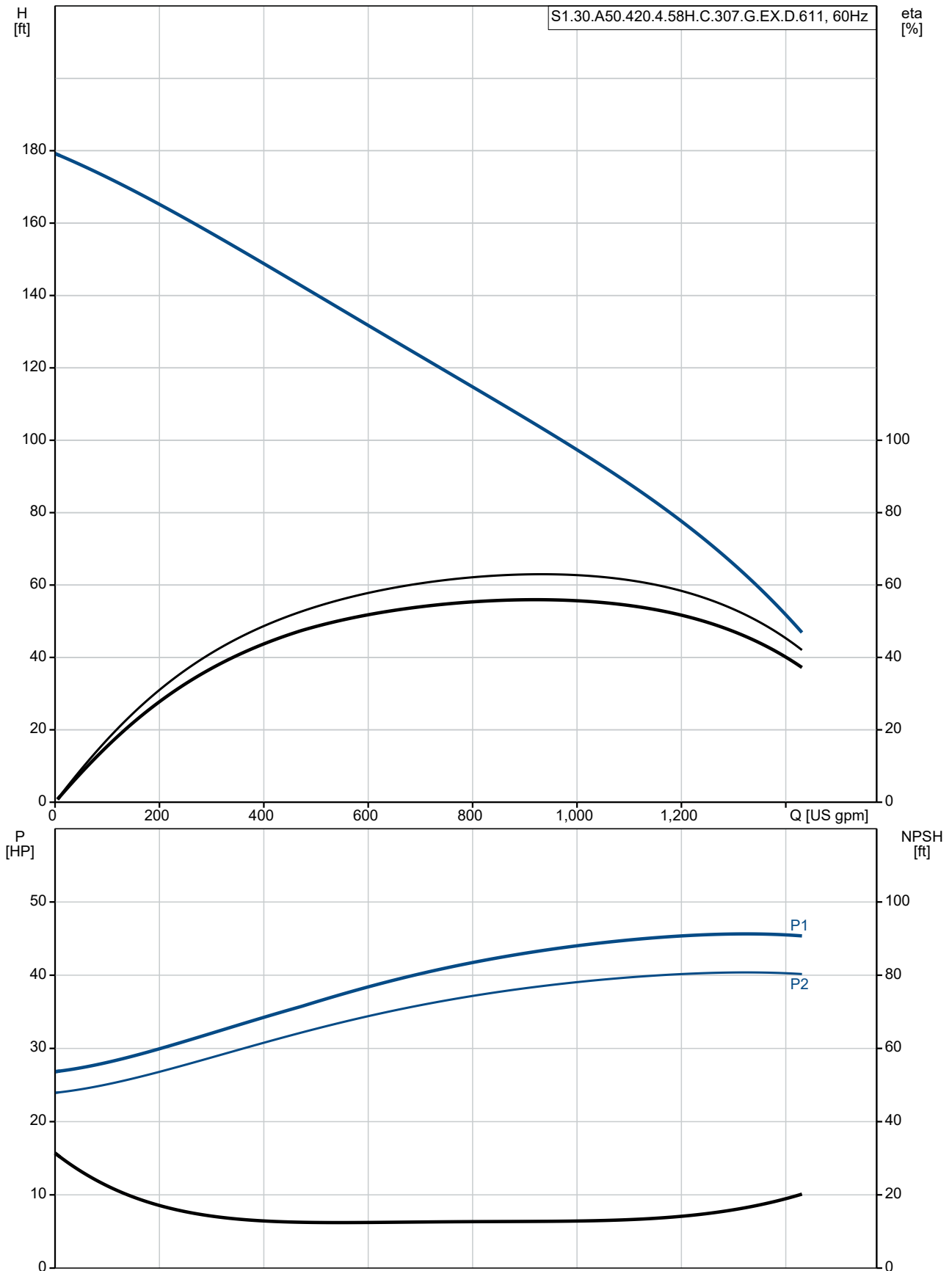
Cc: Tom Evans Environmental, Inc.


GRUNDFOS CHICAGO
3905 Enterprise Court
Aurora, IL 60598-0620
Phone (630) 236-5500
Fax (630) 236-5511



Company name: Tom Evans Environmental
Created by: Dale Jahn
Phone: 407.864.5400
Email: dj@tomevans.com
Date: 10/26/2018

97660677 S1.30.A50.420.4.58H.C.307.G.EX.D.611 60 Hz



Position	Count	Description
	1	<p>S1.30.A50.420.4.58H.C.307.G.EX.D.611</p>  <p>Product photo could vary from the actual product</p> <p>Product No.: 97660677</p> <p>Non-self-priming, single-stage, centrifugal pump designed for handling wastewater, process water and unscreened raw sewage.</p> <p>The single-channel impeller handles solids up to 3 1/8 in in size.</p> <p>A SmartTrim impeller clearance adjustment system makes it possible to maintain maximum performance throughout the lifetime of the pump.</p> <p>To facilitate easy transportation as well as installation on-site, the pump is fitted with a robust lifting bracket. For installation on auto coupling, the Grundfos SmartSeal gasket system provides a leak-proof connection. The pump is explosion-proof.</p> <p>Further product details</p> <p>Typical application is transfer of liquids, such as:</p> <ul style="list-style-type: none"> - large quantities of drainage and surface water - domestic wastewater with discharge from toilets - wastewater from commercial buildings without discharge from toilets - sludge-containing industrial wastewater. <p>The pump is ideal for the pumping of the above liquids from for instance:</p> <ul style="list-style-type: none"> - municipal network pumping stations - public buildings - blocks of flats - factories/industry - wastewater treatment plants. <p>Pump</p> <p>The channel impeller is of a semi-axial design with extra long vanes. This provides maximum performance and prevents fibres and rags from getting caught in the impeller.</p> <p>The bottom part of the channel impeller features specially designed auxiliary vanes which keep the impeller clean at all time. These vanes are designed to create a powerful flow that keeps the clearance between the impeller and the pump housing free from solids or fibres.</p> <p>This pump is equipped with the unique SmartTrim impeller clearance adjustment system that enables easy restoring of factory-set impeller clearance. By tightening the adjustment screws on the exterior of the pump housing, peak pumping efficiency can be maintained. This can be done on site, quickly and easily, without dismantling the pump and without using special tools.</p> <p>The shaft seal consists of two mechanical seals that ensure a reliable sealing between the pumped liquid and motor.</p> <ul style="list-style-type: none"> - Primary seal: silicon carbide/silicon carbide (SiC/SiC) - Secondary seal: silicon carbide/carbon <p>The shaft seals have no springs or other parts in direct contact with the pumped liquid that prevents rags and fibres from getting caught. Furthermore, the shaft seals are bidirectional, meaning that they can operate in either direction thus allowing for opposite rotation caused by backflow of liquid through the pump.</p>

The pump is equipped with heavy-duty, maintenance-free, greased-for-life bearings. The main bearings consist of double-row angular contact ball bearings whereas the support bearings are single-row deep-groove ball bearings.

The pump discharge flange is mounted with the Grundfos SmartSeal auto-coupling gasket, that provides a completely leak-proof connection between the pump and the base unit of the auto-coupling system. This optimises the efficiency of the entire pumping system and keeps operating costs at a minimum.

The pump is approved and tested by Baseefa (notified body) and holds the following examination certificate:

- Baseefa 09ATEX0020X

The pump has the following explosion protection classifications:

Direct drive, 50 or 60 Hz: CE 1180 II2 G Ex bc d IIB T4

Frequency converter drive: CE 1180 II2 G Ex bc d IIB T3

Note: Explosion-proof pumps must always be fully submerged.

Motor

The motor is supplied with a 49.22 ft power cable with protection sleeve and a free cable end.

The pump is equipped with the following motor protection and sensors:

- Three thermal switches (Klixon) for protection against overheating, one incorporated in each motor winding.
- A moisture switch fitted in the terminal block for continuous monitoring of the motor. If moisture is detected in the stator housing, the switch will automatically cut off the power supply. Additionally, a second moisture switch is fitted in the bottom of the stator housing to detect if water penetrates through the shaft seal to the motor housing.
- A sensor fitted in the oil chamber to measure the water content in the oil. The sensor sends a signal if the water content is outside the normal range (warning), or if there is air in the oil chamber (alarm).

All sensor signals are sent via a separate sensor cable that can be connected to the Grundfos IO 113 sensor module which is delivered together with the pump.

Controls:

Water-in-oil sensor: with water-in-oil sensor

Liquid:

Pumped liquid: any viscous fluid

Liquid temperature range: 32 .. 104 °F

Density: 62.29 lb/ft³

Technical:

Actual impeller diameter: 12.09 in

Type of impeller: 1-CHANNEL

Maximum particle size: 3 1/8 in

Primary shaft seal: SIC-SIC

Secondary shaft seal: SIC-CARBON

Approvals on nameplate: FM

Curve tolerance: ANSI/HI11.6:2012 3B

Materials:

Pump housing: Cast iron
EN 1561 EN-GJL-250
AISI A48 30

Impeller: Ductile cast iron
EN 1563 EN-GJS-500-7
AISI 80-55-06

Motor: Cast iron
EN 1561 EN-GJL-250
AISI A48 30

Installation:

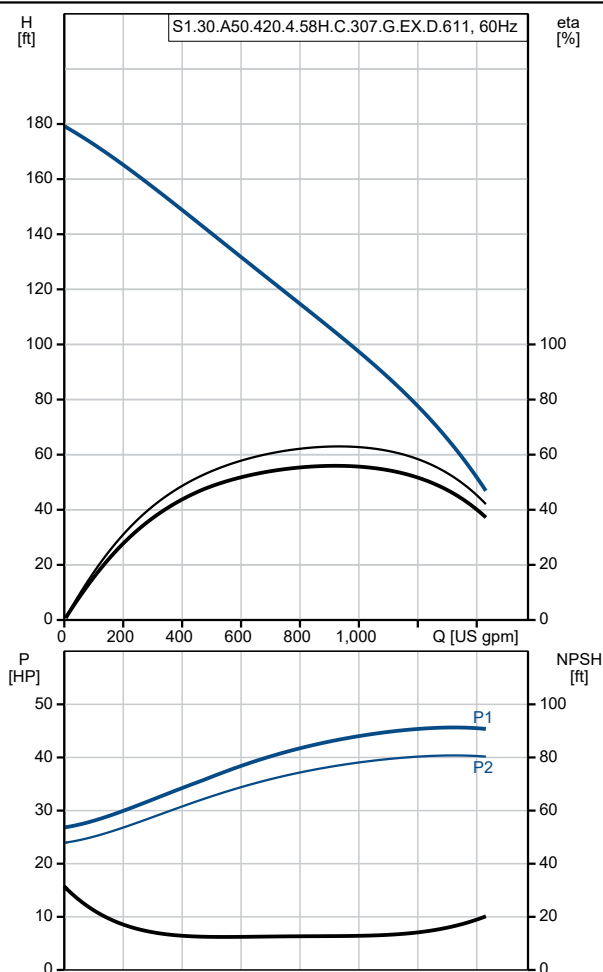
Maximum ambient temperature: 104 °F



Company name: Tom Evans Environmental
Created by: Dale Jahn
Phone: 407.864.5400
Email: dj@tomevans.com
Date: 10/26/2018

Position	Count	Description
		Pipe connection type: ANSI Size of outlet port: 5 inch Auto-coupling: 97626242 Base stand: 96790703 Frame range: 58 Electrical data: Power input - P1: 36 kW Rated power - P2: 42.91 HP Main frequency: 60 Hz Rated voltage: 3 x 460 V Voltage tolerance: +10/-10 % Max starts per. hour: 20 Rated current: 54/ A Maximum current consumption: 54 A Starting current: 284 A Rated speed: 1746 rpm Motor efficiency at full load: 88 % Motor efficiency at 3/4 load: 90 % Motor efficiency at 1/2 load: 89 % Number of poles: 4 Start. method: star/delta Enclosure class (IEC 34-5): IP68 Insulation class (IEC 85): H Explosion proof: yes Ex-protection standard: FM 3600, 3615 AND 3615.80 Length of cable: 49.22 ft Winding resistance: 0.330 Ohm Cos phi 1/1: 0.85 Cos phi 1/2: 0.75 Cos phi 3/4: 0.82 Others: Net weight: 1060 lb Gross weight: 1260 lb Country of origin: US

Description	Value
General information:	
Product name:	S1.30.A50.420.4.58H.C.307.G.E X.D.611
Product No.:	97660677
EAN:	5710620590175
Technical:	
Max flow:	1430 US gpm
Head max:	179.5 ft
Actual impeller diameter:	12.09 in
Type of impeller:	1-CHANNEL
Maximum particle size:	3 1/8 in
Primary shaft seal:	SIC-SIC
Secondary shaft seal:	SIC-CARBON
Approvals on nameplate:	FM
Curve tolerance:	ANSI/HI11.6:2012 3B
Materials:	
Pump housing:	Cast iron EN 1561 EN-GJL-250 AISI A48 30
Impeller:	Ductile cast iron EN 1563 EN-GJS-500-7 AISI 80-55-06
Motor:	Cast iron EN 1561 EN-GJL-250 AISI A48 30
Installation:	
Maximum ambient temperature:	104 °F
Pipe connection type:	ANSI
Size of outlet port:	5 inch
Installation:	C
Inst dry/wet:	D/S
Installation:	vertical
Auto-coupling:	97626242
Base stand:	96790703
Frame range:	58
Liquid:	
Pumped liquid:	any viscous fluid
Liquid temperature range:	32 .. 104 °F
Density:	62.29 lb/ft³
Electrical data:	
Power input - P1:	36 kW
Rated power - P2:	42.91 HP
Main frequency:	60 Hz
Rated voltage:	3 x 460 V
Voltage tolerance:	+10/-10 %
Max starts per. hour:	20
Rated current:	54/ A
Maximum current consumption:	54 A
Starting current:	284 A
Rated speed:	1746 rpm
Motor efficiency at full load:	88 %
Motor efficiency at 3/4 load:	90 %
Motor efficiency at 1/2 load:	89 %
Number of poles:	4
Start. method:	star/delta
Enclosure class (IEC 34-5):	IP68
Insulation class (IEC 85):	H
Explosion proof:	yes

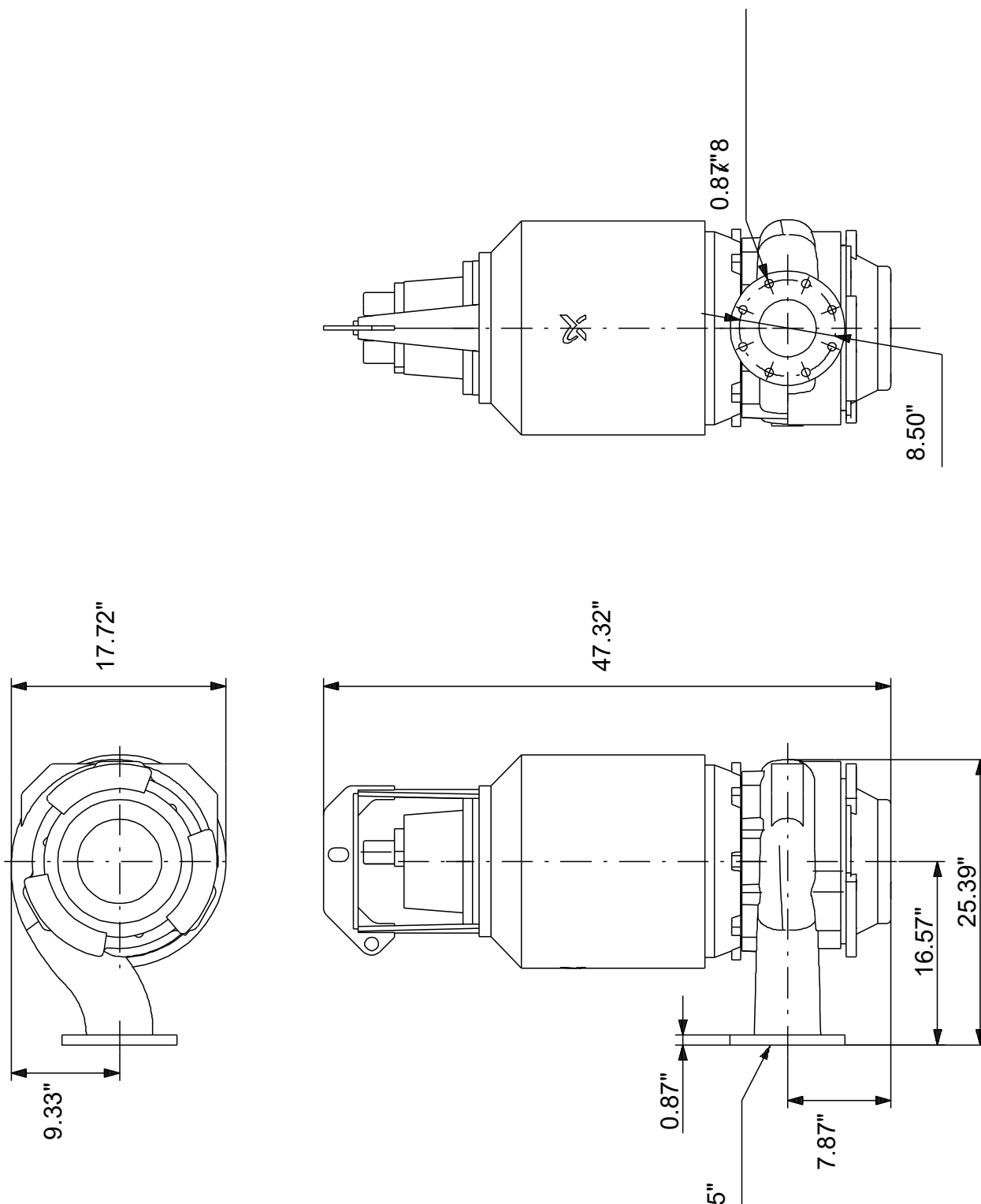




Company name: Tom Evans Environmental
Created by: Dale Jahn
Phone: 407.864.5400
Email: dj@tomevans.com
Date: 10/26/2018

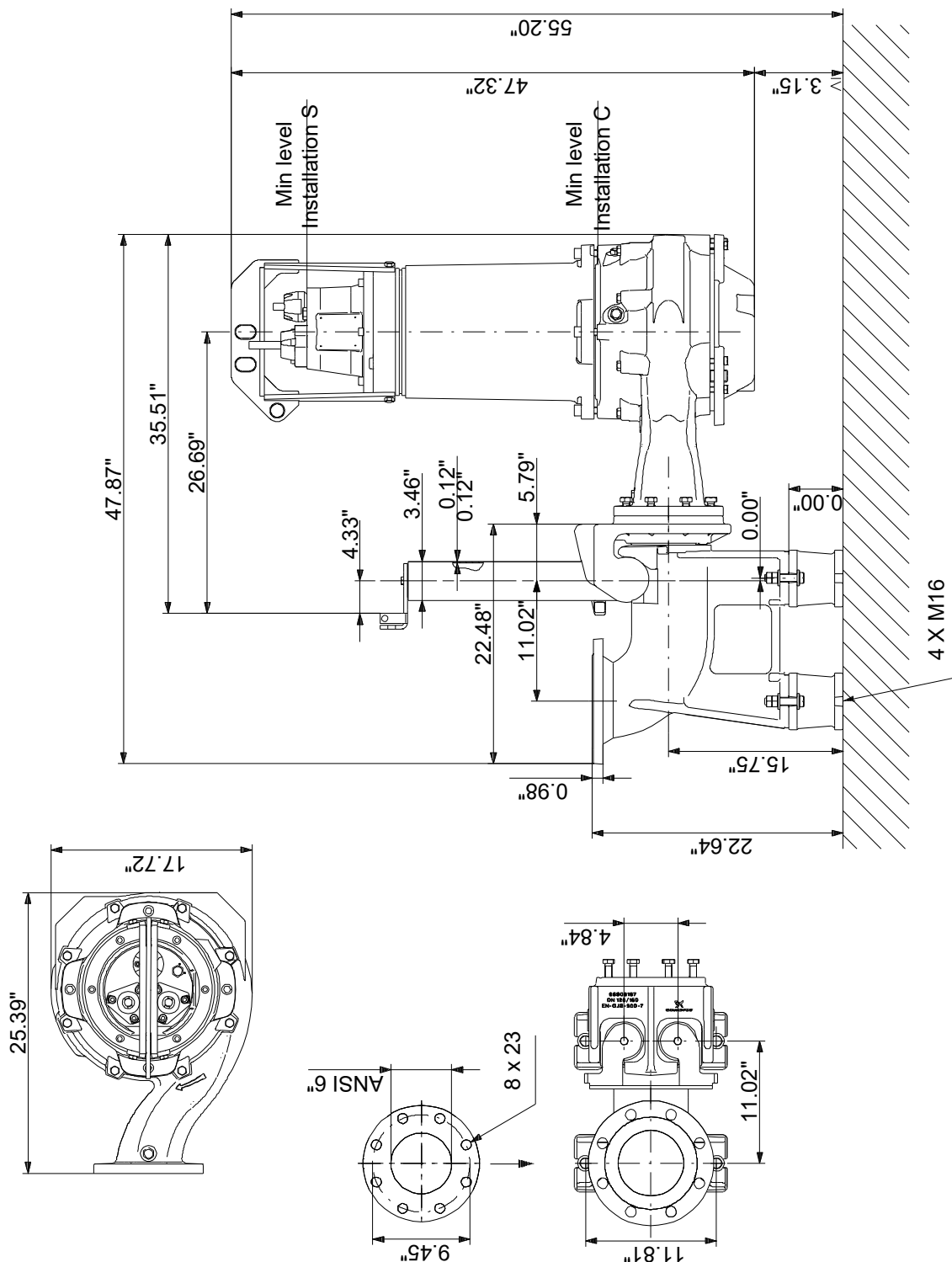
Description	Value
Ex-protection standard:	FM 3600, 3615 AND 3615.80
Motor protection:	KLIXON
Length of cable:	49.22 ft
Cable size:	2X4X6MM2+1X10X1,5MM2
Winding resistance:	0.330 Ohm
Cos phi 1/1:	0.85
Cos phi 1/2:	0.75
Cos phi 3/4:	0.82
Controls:	
Water-in-oil sensor:	with water-in-oil sensor
Others:	
Net weight:	1060 lb
Gross weight:	1260 lb
Sales region:	Namreg
Country of origin:	US

97660677 S1.30.A50.420.4.58H.C.307.G.EX.D.611 60 Hz



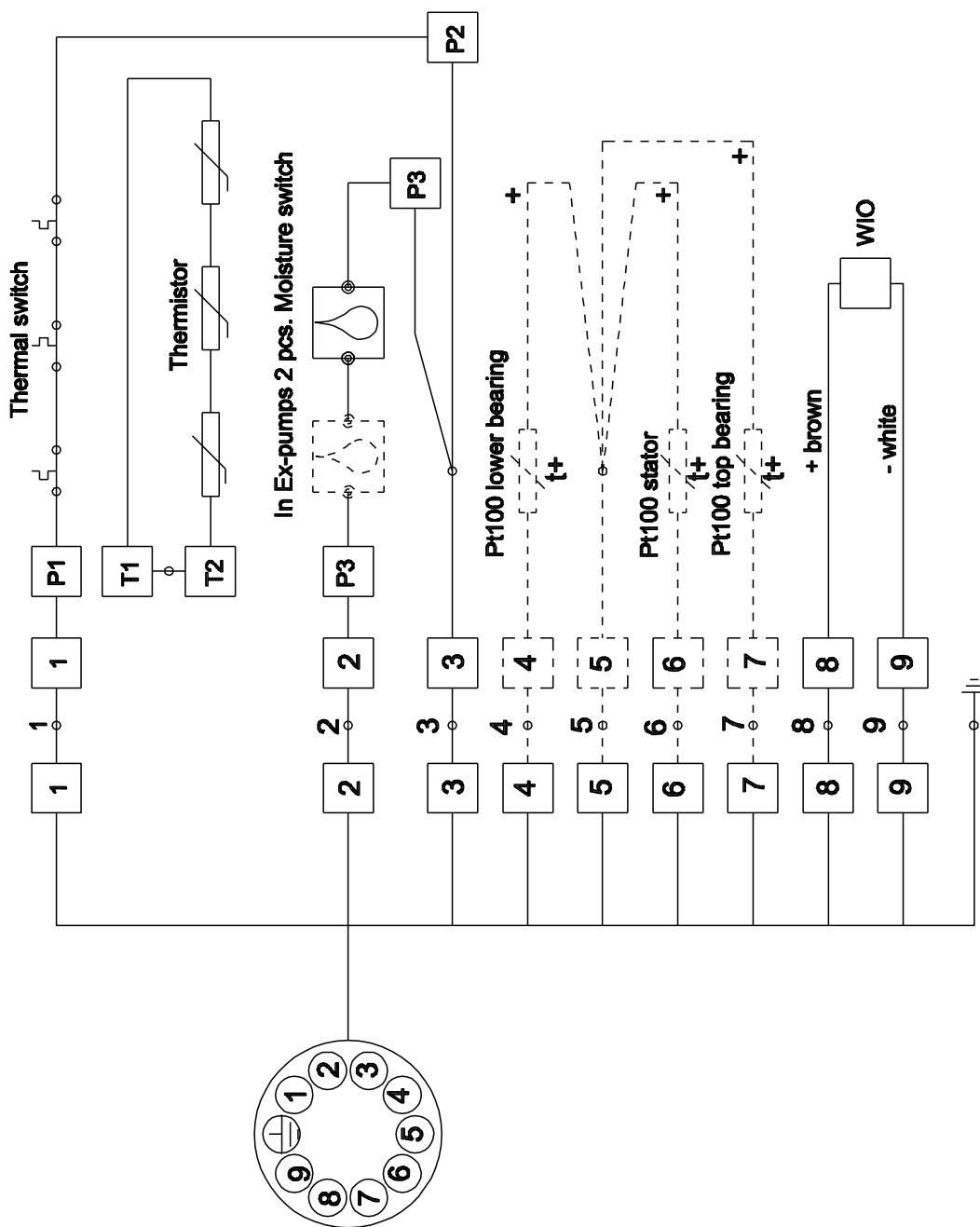
Note! All units are in [mm] unless otherwise stated.
 Disclaimer: This simplified dimensional drawing does not show all details.

97660677 S1.30.A50.420.4.58H.C.307.G.EX.D.611 60 Hz



Note! All units are in [mm] unless otherwise stated.
 Disclaimer: This simplified dimensional drawing does not show all details.

97660677 S1.30.A50.420.4.58H.C.307.G.EX.D.611 60 Hz



All units are [mm] unless otherwise presented.

City of Palm Coast, Florida Agenda Item

Agenda Date : 2/5/2019

Department	CITY CLERK	Amount
Item Key	5958	Account
		#
Subject	CALENDAR/WORKSHEET	
Background :		
Recommended Action :		



Meeting Calendar for 2/6/2019 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

2/19/2019 6:00 PM

City Council Special Meeting-City Manager Search
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
			Workshop 02/12/2019	
1		Presentation	Fl. Park Drive Traffic /Environment study	Cote
2		Resolution	Contract Resurfacing the Tennis Court Center	Cote
3		Resolution	IA Statewide Emergency Response	Forte
4		Resolution	SHIP LHAP	Papa
			Business 02/19/2019	
1		Resolution	Contract Resurfacing the Tennis Court Center	Cote
2		Resolution	IA Statewide Emergency Response	Forte
3		Presentation	Pink Army results and award to PC Data	Johnston
4		Resolution	SHIP LHAP	Papa
5		Ordinance 2nd	Lighthouse Harbor Annexation	Papa
6		Ordinance 2nd	Amend Ch 2 Boards (PLDRB)	Smith
			SPECIAL Business Meeting 02/19/2019 @ 6:00 PM	
1			SGR-City Manager Search	Thomas
			Workshop 02/26/2019	
1		Presentation	Citizen Survey Results	Bevan
			Business 03/05/2019	
1		Resolution	FEMA Generators	Blake/Kronenberg
2		Ordinance 1st	FLUM Lighthouse	Papa
3		Ordinance 1st	Rezoning Lighthouse	Papa
4		Appointment	Appointment to the BEAC	Smith
			SPECIAL Business Meeting 03/07/2019 @ 9:00 am	
			Interviews-City Manager Search	
			SPECIAL Business Meeting 03/08/2019 @9:00 am	
			Open interviews and selection of City Manager	
			Workshop 03/12/2019	
1		Resolution	Audit Report	Alves
2		Ordinance	Animal Control amendment	Grossman
			Business 03/19/2019	
1		Resolution	Audit Report	Alves
2		Ordinance 1st	Animal Control amendment	Grossman
3		Presentation	Sheriff's presentation	Staly

			Future	
1		Resolution	Annual Fire Inspection Fees	Alves
2		Presentation	Annual Investment	Alves
3		Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
4		Presentation	March 12 Council Priority Update	Bevan
5		Presentation	March 26 SAP Evaluation 1	Bevan
6		Presentation	April 9 SAP Evaluation 2	Bevan
7		Resolution	April 16 SAP adoption	Bevan
8		Presentation	July 9 Council Priority Update	Bevan
9		Presentation	October 15 Council Priority Update Presentation	Bevan
10		Resolution	Interlocal Mala Compra Storm Drain Project	Blake/Kronenberg
11		Resolution	Whiteview Parkway Force Main Improvements	Blake/Kronenberg
12		Resolution	Pine Lakes Pkwy Forcemain and Lift Station Improvements	Blake/Kronenberg
13		Resolution	Equip 3 Wells and Raw Water Main, PH 3	Blake/Kronenberg
14		Resolution	WO WWTP Blair Castle Dr design project	Blake/Kronenberg
15		Resolution	Project Price is Right Incentive Agreement	Newingham
16		Ordinance	PW FLUM Rezoning, DRI Amendment (Reso),	Papa
17		Ordinance	Wellfield Grade Rezoning	Papa

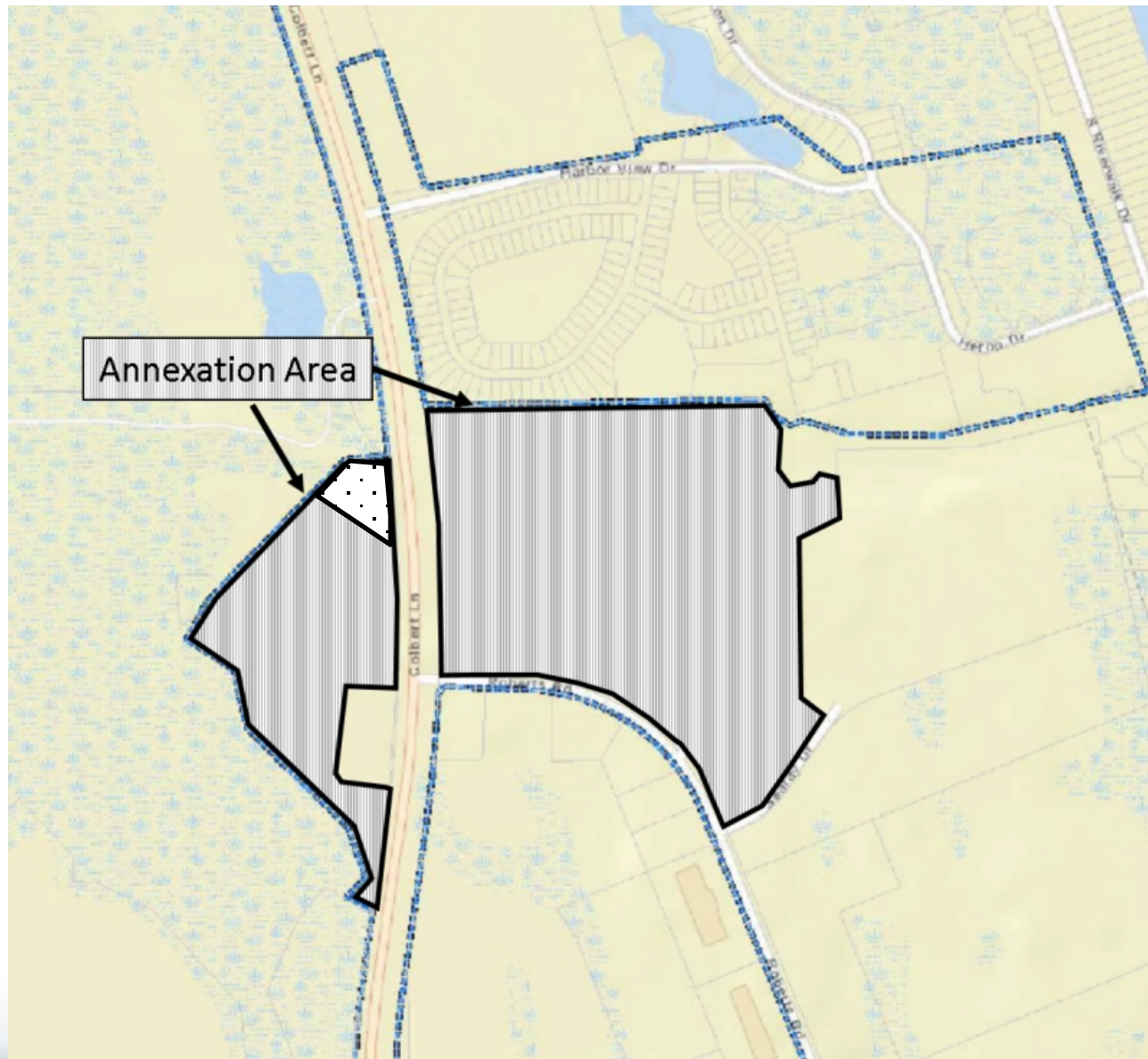
City of Palm Coast, Florida Agenda Item

Agenda Date : 02/05/2019

Department	CITY CLERK	Amount
Item Key	5974	Account
		#
Subject	ATTACHMENTS TO MINUTES	
Background :		
Recommended Action :		



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

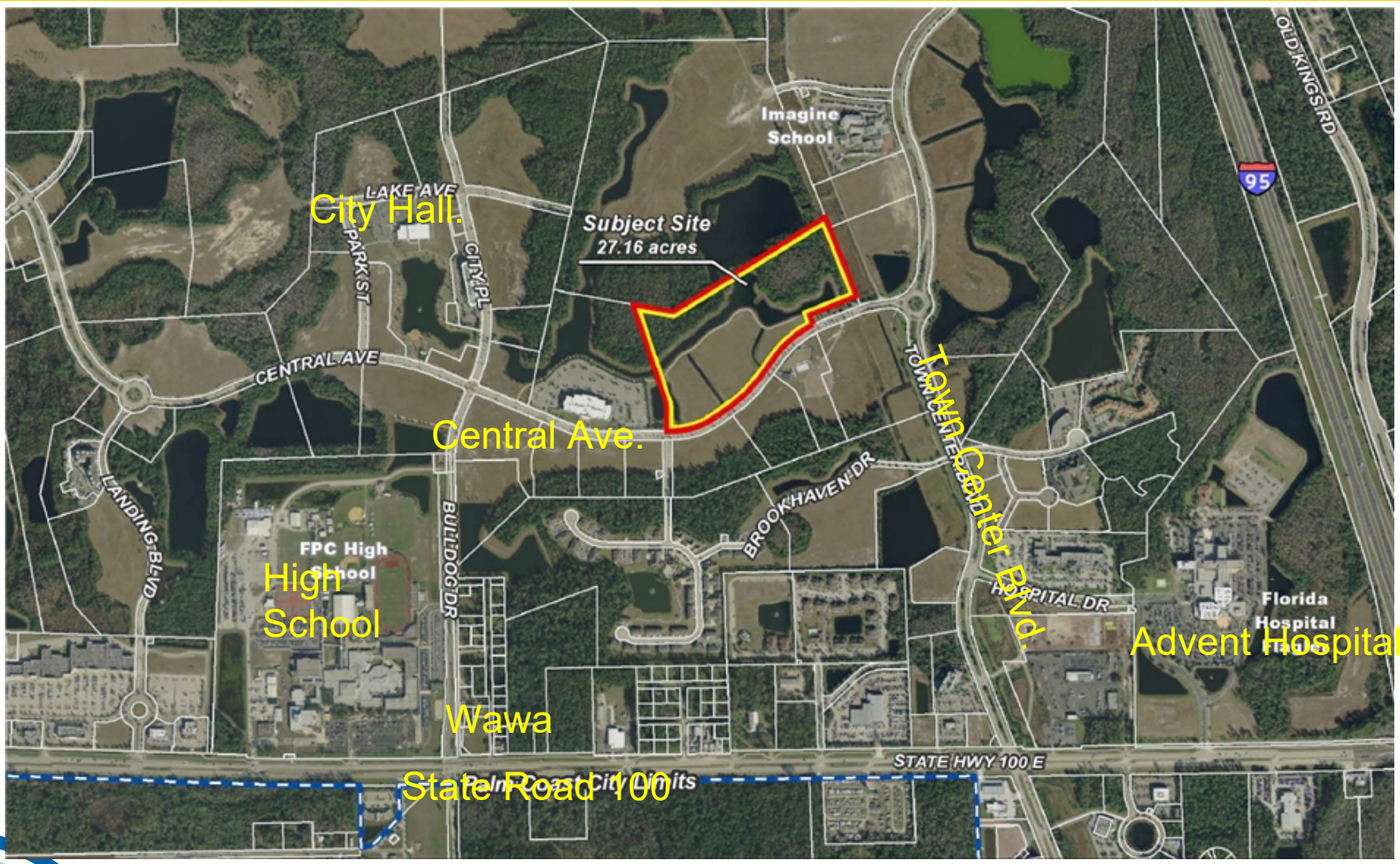
Purpose: To obtain approval of a Master Site Plan for the Venue at Town Center, a 233 unit multifamily development.

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



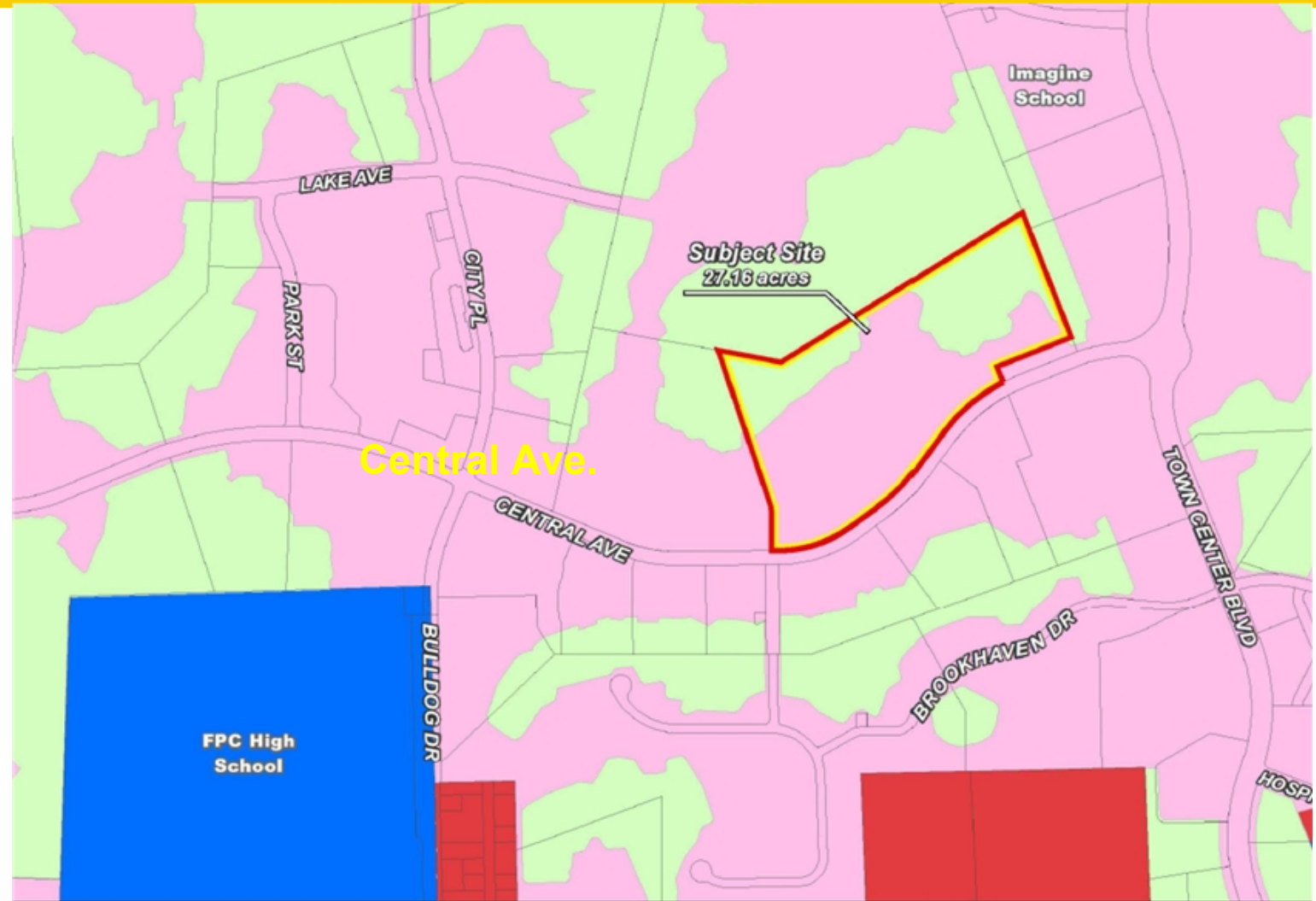
Future Land Use Map

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



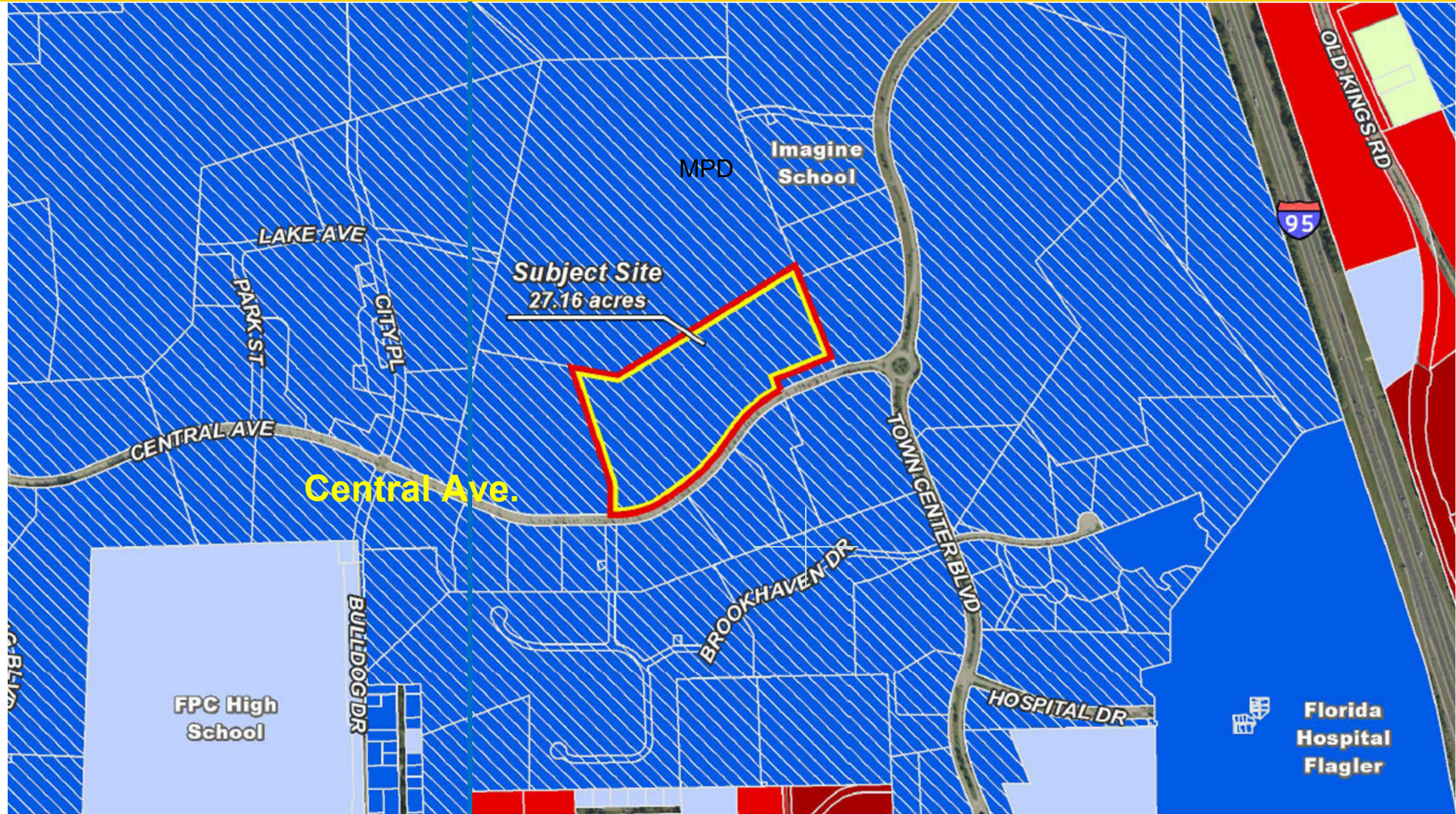
Zoning Map

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



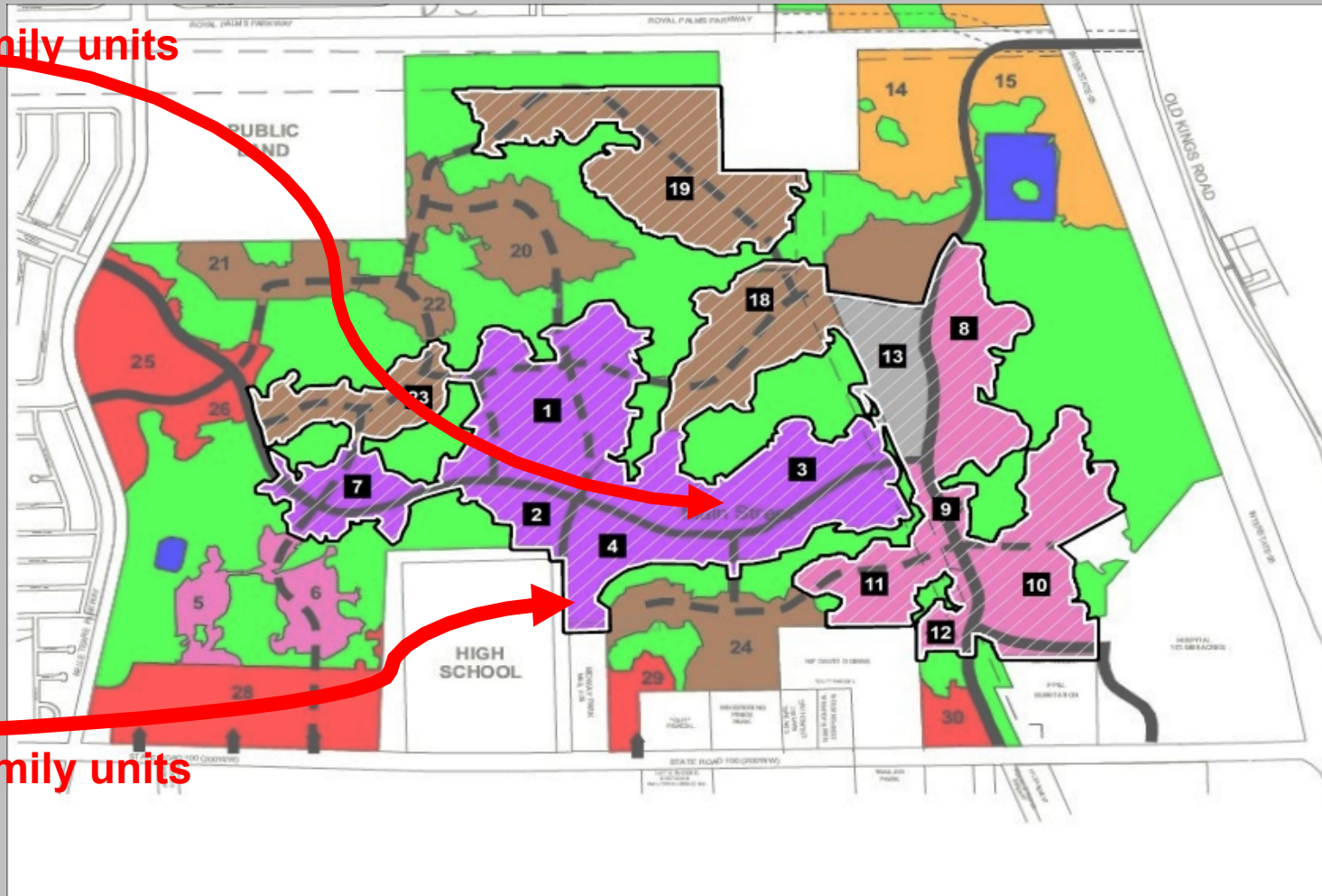
Town Center Planning Areas

233 proposed multifamily units

Innovation District

Second residential project since the Kickstart program began-- will be eligible for credits

88 approved multifamily units



Planning Areas

Urban Core

Urban Center

Town Business

Town Residential

Perimeter

Commercial



Community Development
Department

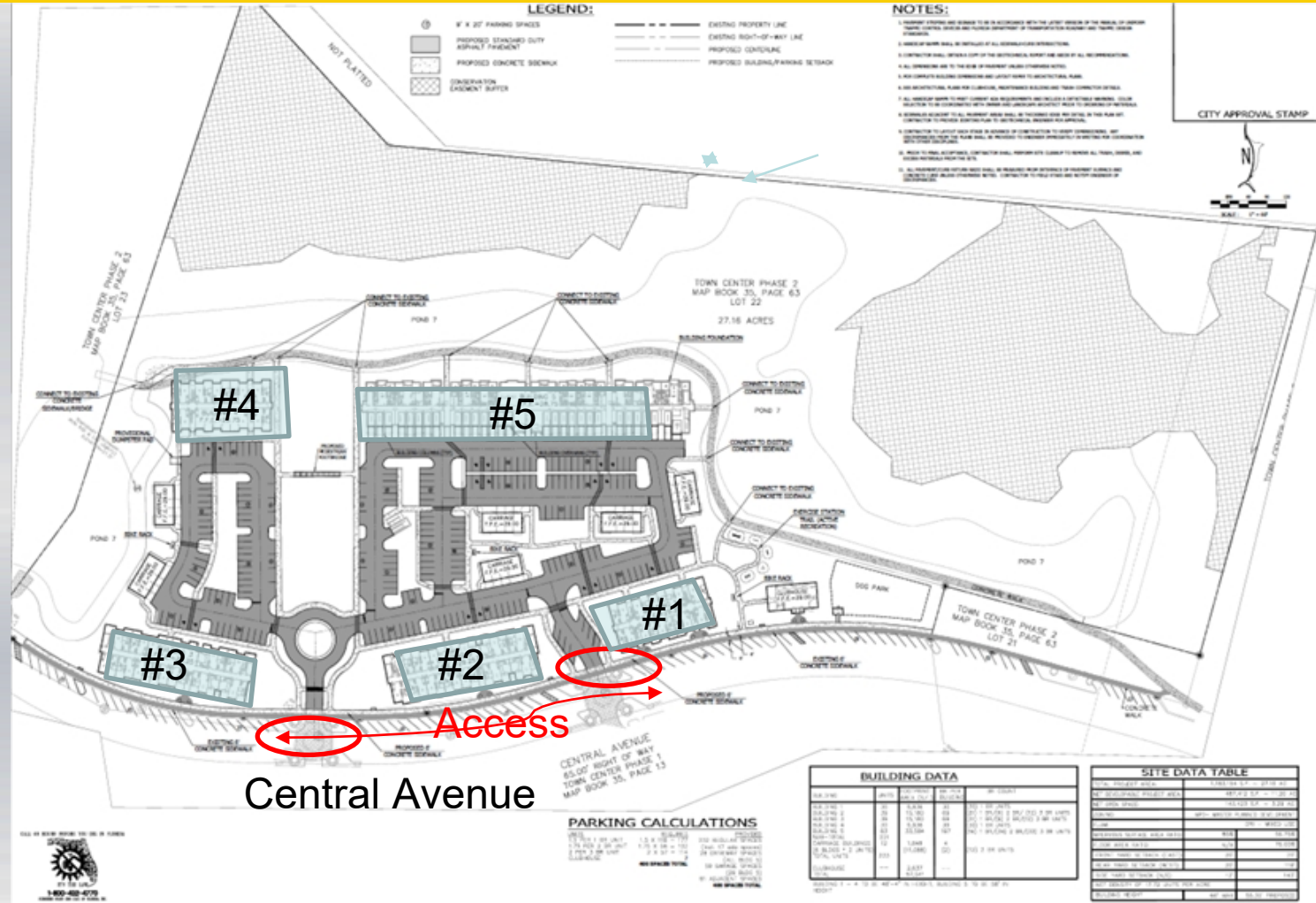


Project Summary

- 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.
- Onsite amenities will include a clubhouse and dog park.
- Consistent architectural theme.
- Blend of “age restricted” and non “age restricted.”
- Access through two existing driveways onto Central Avenue.



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



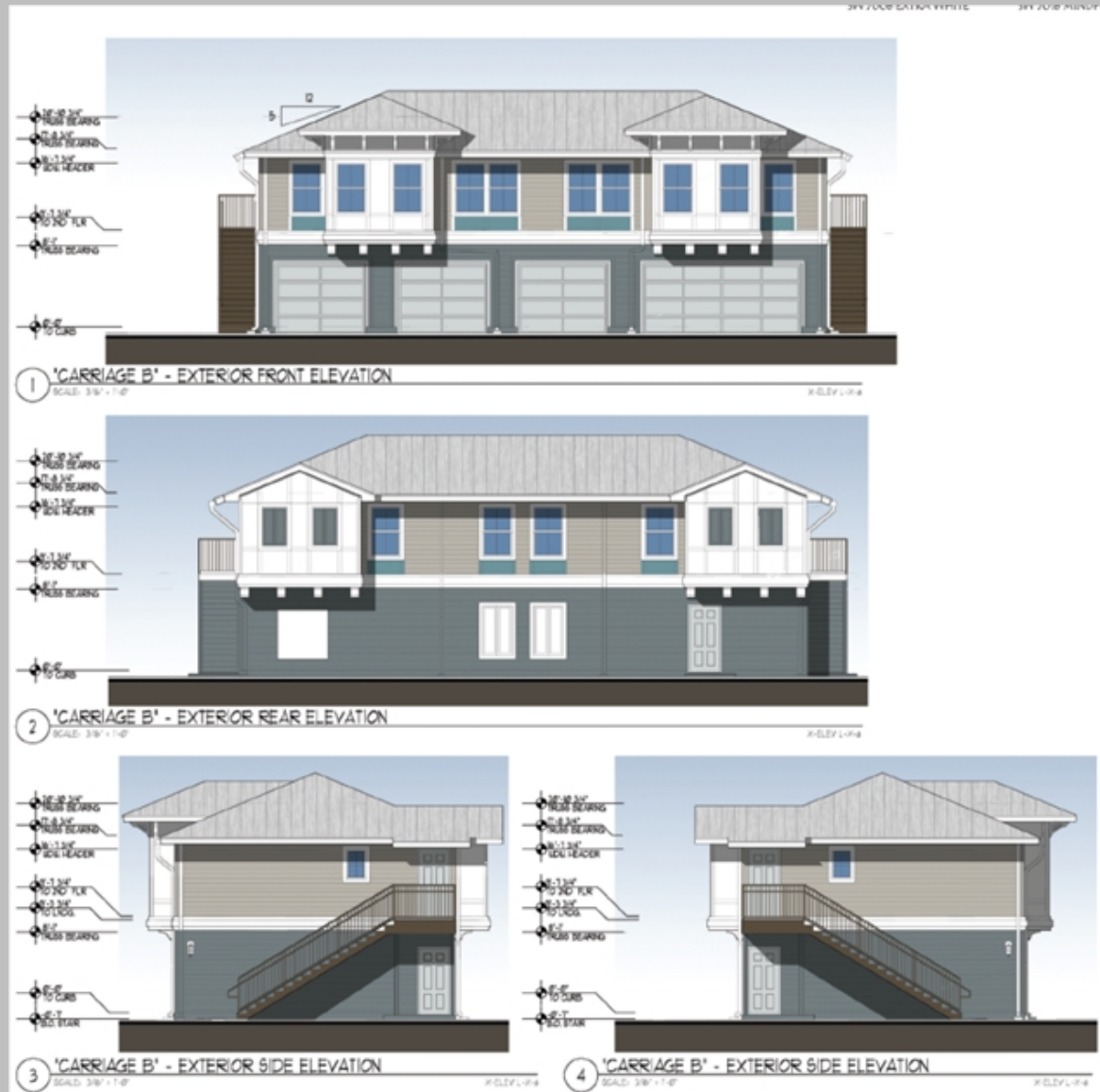
Building 5

16 one bedroom,
34 two bedroom &
33 three bedroom
units.

83 units

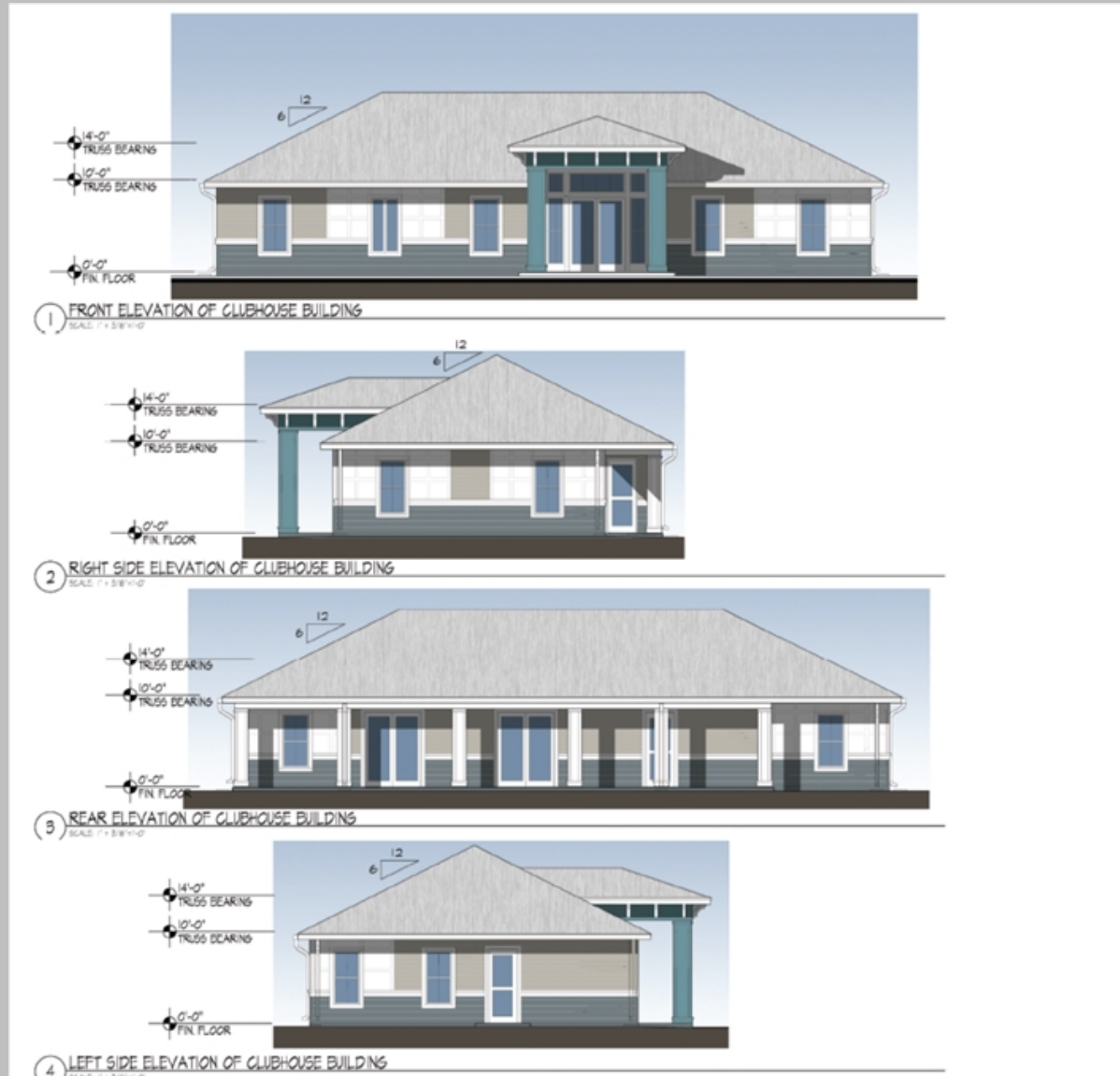
Building Elevations

Carriage Houses



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 & pedestrian connectivity	The location of the Venue is adjacent to the Town Center multiuse path. Town Center incorporates 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 that can meet a multitude of needs in this community, including but not limited to workforce housing, "age restricted" housing, housing for singles,

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.

