



# City of Palm Coast

## Agenda

### CITY COUNCIL

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

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

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**Tuesday, February 19, 2019**

**9:00 AM**

**CITY HALL**

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#### **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**

#### **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 OF THE CITY COUNCIL:**
  - A. FEBRUARY 5, 2019 BUSINESS MEETING**
  - B. FEBRUARY 12, 2019 WORKSHOP**

**F. PRESENTATIONS AND PROCLAMATIONS**

- 2. PRESENTATION- PINK ARMY RESULTS AND BEST TEAM PARTICIPATION TO PALM COAST DATA AT THE PINK ARMY 5K**

**G. ORDINANCES SECOND READ**

- 3. 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**
- 4. ORDINANCE 2019-XX AMENDING CHAPTER 2 ADMINISTRATION, ARTICLE 4 PLANNING AND LAND DEVELOPMENT REGULATION BOARD, SECTION 2-296, CREATION**

**H. CONSENT**

- 5. RESOLUTION 2019-XX APPROVING THE STATEWIDE MUTUAL AID AGREEMENT**
- 6. RESOLUTION 2019-XX APPROVAL OF THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM - LOCAL HOUSING ASSISTANCE PLAN FOR FY 2020 TO 2022**
- 7. RESOLUTION 2019-XX APPROVING A CONTRACT WITH WELCH TENNIS COURTS, INC., FOR THE RESURFACING OF THE TENNIS CENTER COURTS**
- 8. RESOLUTION 2019-XX APPROVING A RIGHT-OF-WAY ACQUISITION WITH PALM COAST RE LLC FOR THE OLD KINGS ROAD N WIDENING PROJECT**

**I. PUBLIC PARTICIPATION**

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

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

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

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

**M. ADJOURNMENT**

**9. CALENDAR/WORKSHEET**

## City of Palm Coast, Florida Agenda Item

Agenda Date : 02/19/2019

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	6064	<b>Account</b>
<b>Subject</b>	MINUTES OF THE CITY COUNCIL: A. FEBRUARY 5, 2019 BUSINESS MEETING B. FEBRUARY 12, 2019 WORKSHOP	
<b>Background:</b>		
<b>Recommended Action:</b>		





## City of Palm Coast Minutes COUNCIL BUSINESS

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

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

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**Tuesday, February 5, 2019**

**6:00 PM**

**CITY HALL**

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### 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 6:00 p.m.*

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

### **C. ROLL CALL**

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

### **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**

**Pass**

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

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

**F. PRESENTATIONS AND PROCLAMATIONS**

2. **PRESENTATION ON THE FOURTH ANNUAL HEALTH AND SAFETY EMPLOYEE CALENDAR**

*Ms. Carol Mini and Mr. Pete Roussell presented the awards for the Employees Children Calendar Contest.*

3. **PROCLAMATION - RARE DISEASE DAY**

*CM Howell presented this proclamation.*

4. **FIRE DEPARTMENT BADGE PINNING CEREMONY**

*Chief Forte presented the pins to the new Deputy Fire Chief and the Firefighters who received promotions.*

**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**

*City Attorney Reischmann read the title of the ordinance into the record.*

*Mr. Falgout gave a brief summary of the item.*

*Public Comment*

*There were no public comments.*

**Pass**

**Motion made to approve on first reading 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**

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

*City Attorney Reischmann read the title into the record.*

*Mr. Falgout gave a brief summary of the item.*

*Public Comment*

*There were no public comments.*

**Pass**

**Motion made to approved on first reading by Vice Mayor Klufas and seconded by Council Member Howell, II**

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

**H. RESOLUTIONS**

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

**R20190002**

*Attorney Reischmann reminded Council this is a quasi-judicial item and called for any ex-parte communications. CM Branquinho disclosed, he was approached at home and will based his decision solely on what is presented.*

*Ms. Ida Meehan, Planner presented a PowerPoint presentation, which is attached to these minutes. City Manager Falgout outlined what the Council would be adopting, a Technical Site Plan. Topics discussed included: elevator access; workforce housing; maintenance department; courtesy officers or the need for a courtesy officer; and fibernet.*

*Public Comments: The following citizens gave their concerns, opinions and suggestions: Mr. Neilbach, Jack Carrall, Michael Cochiola and George Mayo.*

**Pass**

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

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

**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**

**R20190004**

**Pass**

**Motion made to adopt on consent 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 2019-XX APPROVING A WORK ORDER WITH MAGELLAN ADVISORS TO PROVIDE CONSULTING SERVICES TO SOLICIT AND SELECT A PRIVATE PARTNER FOR THE FIBERNET EXPANSION**

**R20190005**

**Pass**

**Motion made to adopt on consent 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**

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

**R20190006**

**Pass**

**Motion made to adopt on consent 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**

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

**R20190007**

**Pass**

**Motion made to adopt on consent 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**

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

**R20190008**

**Pass**

**Motion made to adopt on consent 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**

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

**R20190009**

**Pass**

**Motion made to adopt on consent 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**

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

**R20190010**

**Pass**

**Motion made to adopt on consent 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**

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

**R20190011**

**Pass**

**Motion made to adopt on consent 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**

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

**R20190012**

**Pass**

**Motion made to adopt on consent 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**

**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**

**R20190013**

**Pass**

**Motion made to adopt on consent 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**

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

**R20190014**

**Pass**

**Motion made to adopt on consent 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**

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

**R20190015**

**Pass**

**Motion made to adopt on consent 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**

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

**R20190016**

**Pass**

**Motion made to adopt on consent 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**

**21. RESOLUTION 2019-XX PURCHASE AGREEMENT FOR GRUNDFOS  
SUBMERSIBLE PUMPS**

**R20190017**

**Pass**

**Motion made to adopt on consent 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**

**K. PUBLIC PARTICIPATION**

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

*The following citizens gave their concerns, opinions and suggestions: Jack  
Carall, Gerry Sintec, Joe Mullins, and George Mayo.*

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

*CM Klufas was very pleased with the progress of the Kick Start; its awesome.*

*CM Howell spoke of a recent ADA lawsuit settlement at County. Attorney  
Reischmann provided an update to the City's progress on ADA compliance.*

*Mayor Holland thanked Commissioner Mullins and looks forward to a bright  
future.*

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

*Nothing at this time.*

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

*Mr. Falgout updated Council on staff efforts and City policies on ADA  
compliance.*

**O. ADJOURNMENT**

*The meeting was adjourned at 7:40 p.m.*

*Respectfully submitted by:*

*Virginia A. Smith, MMC  
City Clerk*





# City of Palm Coast Minutes COUNCIL WORKSHOP

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

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

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**Tuesday, February 12, 2019**

**9:00 AM**

**CITY HALL**

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## 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**

*City Clerk Virginia Smith called the roll. CM Branquinho was absent.*

## **D PUBLIC PARTICIPATION**

*The following citizens gave their concerns, opinions and suggestions: Ceila Pugliese and Jack Carrall*

## **E PRESENTATIONS**

### **1 PRESENTATION - FLORIDA PARK DRIVE TRAFFIC/ENVIRONMENT STUDY**

*Mr. Falgout provided a brief overview to this item. Santosh Chandru, Patrick Clark, and Katrina Bagwell of Montrose Environmental Group appeared via telephonically. Mr. Carl Cote and Sans Lassiter provided a PowerPoint presentation, which is attached to these minutes. Topics discussed included: speeding on Florida Park Drive; the design of the neighborhood; air quality; stop signs increasing emissions; air quality monitoring; possible solutions; installing air monitoring equipment to report CO emissions; traffic calming devices to cut down on the speeding and the cut through traffic; roundabouts; medians and landscaping.*

## **F WRITTEN ITEMS**

### **2 RESOLUTION 2019-XX APPROVING THE STATEWIDE MUTUAL AID AGREEMENT**

*Mr. Falgout introduced Chief Forte. Chief Forte provided a brief overview to this item. Chief Forte introduced Mr. Jonathan Lord, Emergency Manager Flagler County. Mr. Lord presented to Council the benefits of the Mutual Aid Agreement. The item will be continued at the next business meeting.*

### **3 RESOLUTION 2019-XX APPROVAL OF THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM - LOCAL HOUSING ASSISTANCE PLAN FOR FY 2020 TO 2022**

*Mr. Falgout provided a brief overview to this item. Mr. Papa discussed the proposed plan/program with Council. This item will be continued at the next business meeting.*

### **4 RESOLUTION 2019-XX APPROVING A CONTRACT WITH WELCH TENNIS COURTS, INC., FOR THE RESURFACING OF THE TENNIS CENTER COURTS**

*Mr. Falgout provided a brief overview to this item. This item will be continued at the next business meeting.*

### **5 RESOLUTION 2019-XX APPROVING A RIGHT-OF-WAY ACQUISITION WITH PALM COAST RE LLC FOR THE OLD KINGS ROAD N WIDENING PROJECT**

*Mr. Falgout provided a brief overview to this item. Council held a discussion on Phases 1, 2 and 3 of this project. This item will be continued at the next business meeting.*

## **G PUBLIC PARTICIPATION**

*The following citizens gave their concerns, suggestions and opinions: Steve Carr.*

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

*CM Cuff congratulated all who made the Birds of a Feather Fest a great event, particularly, Jason Giraulo and Cindi Lane.*

*Mayor Holland-*

*Small business approach-A business in European Village is struggling to get through the permitting process. She was concerned about the delay in hiring an ombudsman. Mayor Holland reported she receives a call about issues regarding opening a business on a regular basis.*

*Mr. Falgout has spoken to staff about being proactive in nature. He will address the position of an ombudsman In the coming year budget.*

*Veterans Day. Mayor Holland had served on the Veterans Affairs committee. She would like the City to host a BBQ for our veterans on Veterans Day to honor our veterans and say thank you to them.*

*CM Howell would like to have a new flag at each of our events. He had gone to a ceremony and the flag was torn and therefore, unserviceable.*

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

*Nothing at this time.*

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

**6 DISCUSSION - UPDATE STATUS OF FEMA REIMBURSEMENT**

*Mr. Falgout provided an update to FEMA reimbursements.*

*He congratulated staff for the Birds of a Feather Fest-another good year.*

*Mr. Falgout reported on the upcoming Animal Control- Community Cats public meeting for caretakers. Mayor Holland requested to look at the Animal Advocate social media that may be putting out incorrect information.*

*Ms. Smith reminded Council of the regular business meeting at 9:00 am and special meeting at 6:00 pm next Tuesday with the City Manager Search firm.*

**K ADJOURNMENT**

*The meeting was adjourned at 10:55 a.m.*

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

## City of Palm Coast, Florida Agenda Item

Agenda Date: 2/19/2019

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	5828	<b>Account</b>
<b>Subject</b>	PRESENTATION- PINK ARMY RESULTS AND BEST TEAM PARTICIPATION TO PALM COAST DATA AT THE PINK ARMY 5K	
<b>Background :</b> <b>UPDATED BACKGROUND FROM THE JANUARY 15, 2019 BUSINESS MEETING.</b> 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.  <b>ORIGINAL BACKGROUND FROM THE JANUARY 15, 2019 BUSINESS MEETING</b> The City of Palm Coast partnered with the Florida Hospital Flagler Foundation for the annual Pink Army 5K. This year's event raised a total of \$16,694. The proceeds will directly benefit the Flagler County residents to be screened for breast cancer. In addition, we would also like to present Palm Coast Data with Best Team Participation. The Palm Coast Data team had a total of 51 registered participants.		
<b>Recommended Action :</b> Presentation only.		

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 02/19/2019

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	5802	<b>Account</b>
		<b>#</b>
<b>Subject</b>	ORDINANCE 2019-XX ANNEXATION OF 92+/- ACRE AREA GENERALLY LOCATED 1.3 MILES NORTH OF STATE ROAD 100 ON THE WESTSIDE AND EASTSIDE OF COLBERT LANE	
<b>Background:</b> <b><u>UPDATE FROM THE FEBRUARY 5, 2019 BUSINESS MEETING</u></b> This item was heard by City Council at their February 5, 2019 Business Meeting. There were no changes suggested to this item.		
<b><u>UPDATE FROM THE JANUARY 15, 2019 BUSINESS MEETING</u></b> 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.		
<b><u>UPDATE FROM THE JANUARY 8, 2019 WORKSHOP.</u></b> This item was heard by City Council at their January 8, 2019 Workshop. There were no changes suggested to this item.		
<b><u>ORIGINAL BACKGROUND FROM THE JANUARY 8, 2019 WORKSHOP</u></b> The property owners, Lighthouse Harbor, LLC, and Palm Coast Holdings, LLC have provided signed petitions for the annexation of an approximately 92+/- acres of vacant developable land generally located 1.3 miles north of State Road 100 on the westside and eastside of Colbert Lane.		
The annexation of the subject area is being accomplished in accordance with Florida Statutes, Chapter 171. Consistent with F.S. Chapter 171, the character of the area to be annexed is:		
<ul style="list-style-type: none"><li>• The property is reasonably compact, is not part of another incorporated municipality and will be used for urban purposes.</li><li>• The proposed annexation will not create an enclave.</li><li>• At least 60% of the property’s boundaries are contiguous to the City’s existing boundary.</li></ul>		
<b>Recommended Action:</b> 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 5th day of February 2019 at a public hearing.

**ADOPTED** on second reading after due public notice and hearing this 19th day of February 2019.

**CITY OF PALM COAST, FLORIDA**

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MILISSA HOLLAND, MAYOR

ATTEST:

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VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

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William Reischmann Jr. Esq.  
City Attorney



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

PARCEL 518 (WEST OF COLBERT)

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

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

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

PARCEL CONTAINING 25.9199 ACRES MORE OR LESS.

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

AND

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

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

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

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

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

AND

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

AND

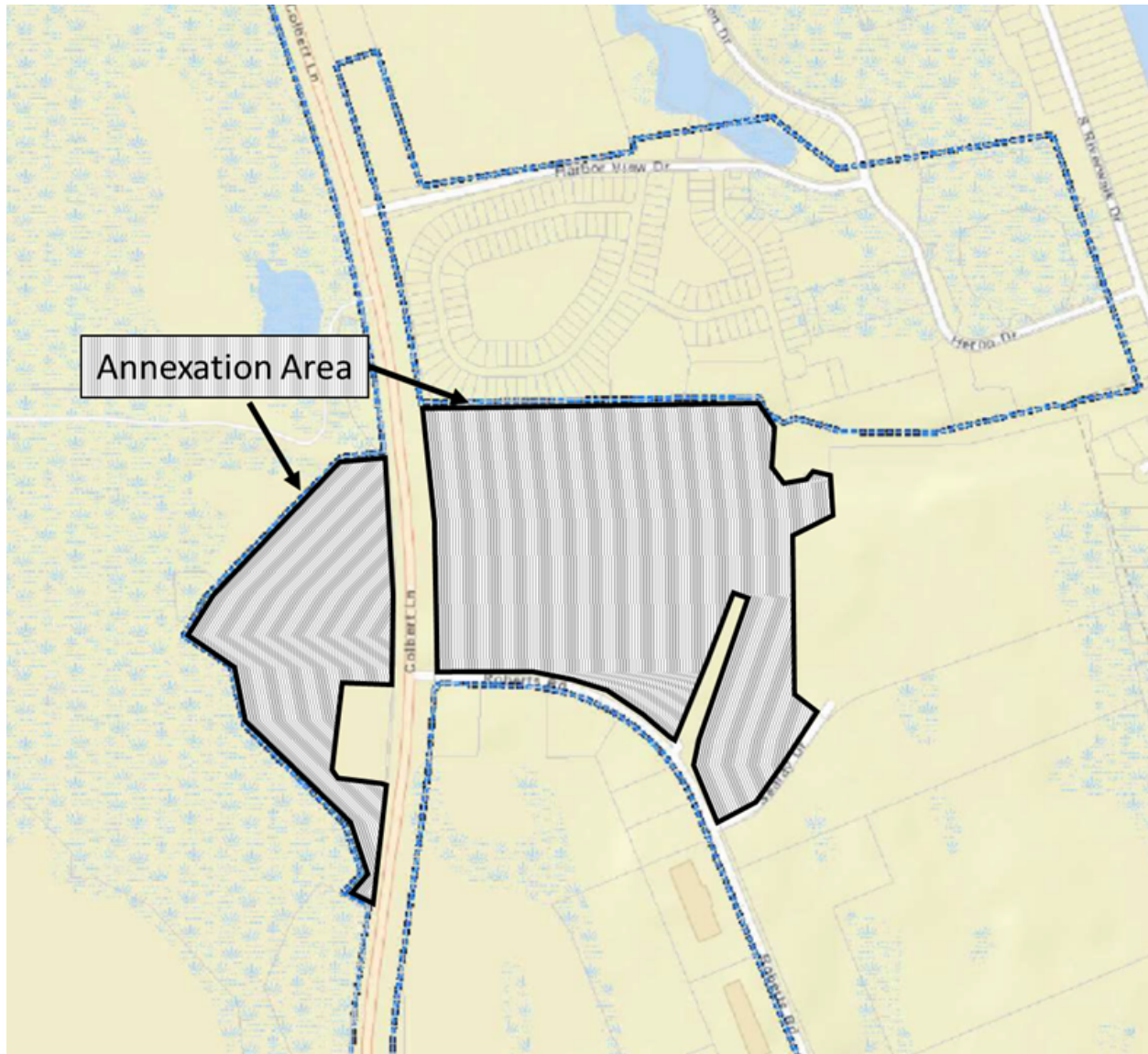
LOTS 14, 15 & 16, PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE I, A SUBDIVISION AS RECORDED IN MAP BOOK 29, PAGE 34, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH THAT PORTION OF LEHIGH COURT VACATED BY RESOLUTION 2005--07, DATED 01/18/2005 AND THAT PORTION OF DOCKSIDE DRIVE VACATED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

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

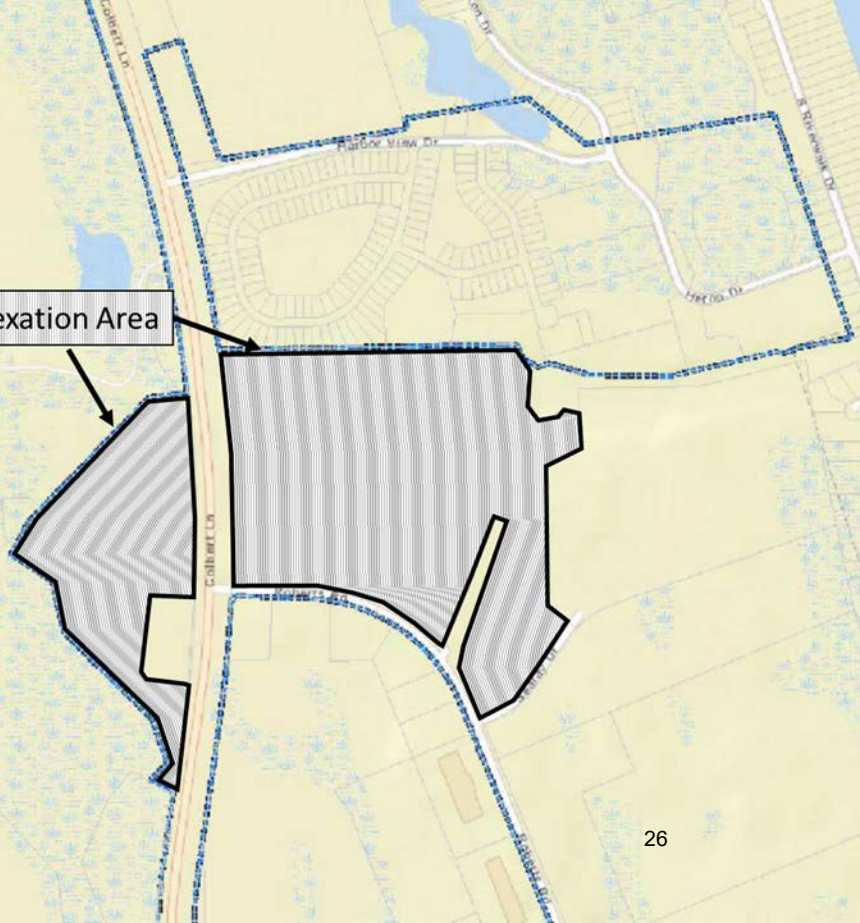
LOT 16, A DISTANCE OF 153.95' TO THE WESTERLY RIGHT-OF-WAY OF DOCKSIDE DRIVE (VARIABLE R/W), NOW VACATED; THENCE S68°31'16"E A DISTANCE OF 40.00' TO THE CENTERLINE OF DOCKSIDE DRIVE (VARIABLE R/W); THENCE ALONG SAID CENTERLINE S21°17'06"W A DISTANCE OF 195.53'; THENCE S21°20'59"W A DISTANCE OF 179.99',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

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

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



Annexation Area





## City of Palm Coast, Florida Agenda Item

Agenda Date: 02/19/2019

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	5662	<b>Account</b>
<b>Subject</b>	ORDINANCE 2019-XX AMENDING CHAPTER 2 ADMINISTRATION, ARTICLE 4 PLANNING AND LAND DEVELOPMENT REGULATION BOARD, SECTION 2-296, CREATION.	
<b>Background:</b>		
<b><u>UPDATE FROM THE FEBRUARY 5, 2019 BUSINESS MEETING</u></b>		
This item was heard at the February 5, 2019 Business Meeting. There were no changes suggested to this item.		
<b><u>UPDATE FROM THE JANUARY 15, 2019 BUSINESS MEETING</u></b>		
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.		
<b><u>UPDATE FROM THE JANUARY 8, 2019 WORKSHOP.</u></b> This item was heard by City Council at their January 8, 2019 Workshop. There were no changes suggested to this item.		
<b><u>ORIGINAL BACKGROUND FROM THE JANUARY 8, 2019 WORKSHOP:</u></b>		
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.		
<b>Recommended Action :</b>		
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.

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**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 : 02/19/2019

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	5983	<b>Account</b>
<b>Subject</b>	RESOLUTION 2019-XX APPROVING THE STATEWIDE MUTUAL AID AGREEMENT	
<b>Background :</b> <b><u>UPDATE FROM THE FEBRUARY 12, 2019 WORKSHOP</u></b> This item was heard by City Council at their February 12, 2019 Workshop. There were no changes suggested to this item.  <b><u>ORIGINAL BACKGROUND FROM THE FEBRUARY 12, 2019 WORKSHOP</u></b> Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.  This Agreement is between the Florida Division of Emergency Management, the City of Palm Coast, and all other communities in the State of Florida. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.  In the event of an emergency or threatened emergency, a Participating Party to this agreement may invoke assistance by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.		
<b>Recommended Action :</b> Adopt Resolution 2019-XX approving the Statewide Mutual Aid Agreement		

**RESOLUTION 2018 - \_\_\_\_\_**  
**STATEWIDE MUTUAL AID**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST ADOPTING THE STATEWIDE MUTUAL AID AGREEMENT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the State of Florida Emergency Management Act, Chapter 252, Florida Statutes, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency and

**WHEREAS**, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

**WHEREAS**, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, Florida Statutes, among political subdivisions within the State; and

**WHEREAS**, this agreement will maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster.

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

**SECTION 1. APPROVAL OF AGREEMENT.** The City Council of the City of Palm Coast, hereby approves the terms and conditions of a contract with the State of Florida Emergency Management for Statewide Mutual Aid, 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 19th day of February 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

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

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

Attachment: Exhibit A –Statewide Mutual Aid Agreement

Approved as to form and legality

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



STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT  
Governor

WESLEY MAUL  
Director

### STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("Division") and the local government signing this Agreement (the "Participating Parties"). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

#### ARTICLE I.

**Definitions.** As used in this Agreement, the following expressions shall have the following meanings:

A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).

B. The “Division” is the Division of Emergency Management

C. The “Participating Parties” to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The “Requesting Parties” to this Agreement are Participating Parties who request assistance during an emergency.

E. The “Assisting Parties” to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The “State Emergency Operations Center” is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The “Comprehensive Emergency Management Plan” is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The “State Coordinating Officer” is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The “Period of Assistance” is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An “educational district” is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A “local government” is any educational district or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

## **ARTICLE II.**

**Applicability of the Agreement.** A Participating Party may request assistance under this Agreement for a “major” or “catastrophic disaster” as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a “minor” disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a “minor disaster” or other such emergencies.

## **ARTICLE III.**

**Invocation of the Agreement.** In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

#### **ARTICLE IV.**

**Responsibilities of Requesting Parties.** To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;



C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

#### **ARTICLE V.**

**Responsibilities of Assisting Parties.** Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

## ARTICLE VI.

**Rendition of Assistance.** After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

## **ARTICLE VII.**

**Procedures for Reimbursement.** Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

## **ARTICLE VIII.**

**Costs Eligible for Reimbursement.** The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B), or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

#### **ARTICLE IX.**

**Insurance.** Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

## **ARTICLE X.**

**General Requirements.** Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

## **ARTICLE XI.**

**Effect of Agreement.** Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the



Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

## **ARTICLE XII.**

**Interpretation and Application of Agreement.** The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

***NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.***

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

**FOR ADOPTION BY A COUNTY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

---

ATTEST:  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF \_\_\_\_\_ COUNTY,  
STATE OF FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

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

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

Approved as to Form:

By: \_\_\_\_\_  
County Attorney

**FOR ADOPTION BY A CITY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

ATTEST:  
CITY CLERK

CITY OF \_\_\_\_\_  
STATE OF FLORIDA

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

## FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

SCHOOL DISTRICT,  
STATE OF FLORIDA

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

Approved as to Form:

By: \_\_\_\_\_  
Attorney for District

**FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
COMMUNITY COLLEGE, STATE OF FLORIDA

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
UNIVERSITY, STATE OF FLORIDA

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

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

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

Approved as to Form:

By: \_\_\_\_\_  
Attorney for Board

**FOR ADOPTION BY A SPECIAL DISTRICT**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

\_\_\_\_\_

\_\_\_\_\_  
SPECIAL DISTRICT,  
STATE OF FLORIDA

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

Approved as to Form:

By: \_\_\_\_\_  
Attorney for District

**FOR ADOPTION BY AN AUTHORITY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

ATTEST:

BOARD OF TRUSTEES OF

\_\_\_\_\_  
AUTHORITY, STATE OF FLORIDA

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

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

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

Approved as to Form:

By: \_\_\_\_\_  
Attorney for Board



**FOR ADOPTION BY A NATIVE AMERICAN TRIBE**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

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ATTEST:

TRIBAL COUNCIL OF THE  
\_\_\_\_\_  
TRIBE OF FLORIDA

By: \_\_\_\_\_  
Council Clerk

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

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

Approved as to Form:

By: \_\_\_\_\_  
Attorney for Council

**FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

\_\_\_\_\_

\_\_\_\_\_  
COMMUNITY DEVELOPMENT DISTRICT,  
STATE OF FLORIDA

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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

Approved as to Form:

By: \_\_\_\_\_  
Attorney for District

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

## FORM C

### CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

#### **Authorized Representative Contact Information**

##### Primary Authorized Representative

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

##### 1<sup>st</sup> Alternate Authorized Representative

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

##### 2<sup>nd</sup> Alternate Authorized Representative

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

**\*\*\*PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR\*\*\***

**SAMPLE AUTHORIZING RESOLUTION  
FOR ADOPTION OF  
STATEWIDE MUTUAL AID AGREEMENT**

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by \_\_\_\_\_  
\_\_\_\_\_ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

I certify that the foregoing is an accurate copy of the Resolution adopted by \_\_\_\_\_ on \_\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**STATEWIDE MUTUAL AID AGREEMENT**  
**Type or print all information except signatures**  
**Form B**

**PART I****TO BE COMPLETED BY THE REQUESTING PARTY**

Date:		Time:		HRS		Mission No:	
		(local)					
Point of Contact:		Telephone No:			E-mail address:		
Requesting Party:				Assisting Party:			
Incident Requiring Assistance:							
Type of Assistance/Resources Needed (use Part IV for additional space)							
Date & Time Resources Needed:				Location (address):			
Approximated Date/Time Resources Released:							
Authorized Official's Name:			Signature:				
Title:		Agency:					

**PART II****TO BE COMPLETED BY THE ASSISTING PARTY**

Contact Person:		Telephone No:		E-mail address:	
Type of Assistance Available:					
Date & Time Resources Available		To:			
Location (address):					
Approximate Total cost for mission:	\$				
Travel: \$	Personnel: \$	Equipment & Materials: \$	Contract Rental: \$		
Logistics Required from Requesting Party	Yes <input type="checkbox"/>	(Provide information on attached Part IV)			No <input type="checkbox"/>
Authorized Official's Name:		Title:			
Date:		Signature:		Local Mission No:	

**PART III****TO BE COMPLETED BY THE REQUESTING PARTY**

Authorized Official's Name:		Title:	
Signature:		Agency:	

**PART IV**

**STATEWIDE MUTUAL AID AGREEMENT**  
Type or print all information except signatures  
Form B (continued)

**MISCELLANEOUS ITEMS / OTHER MISSION INFORMATION**

# FEMA's SCHEDULE OF EQUIPMENT RATES

## DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY RECOVERY DIRECTORATE PUBLIC ASSISTANCE DIVISION WASHINGTON, DC 20472

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES  
DECLARED BY THE PRESIDENT ON OR AFTER SEPTEMBER 1, 2017.

FEMA Code ID		Equipment Description					
Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit	2017 Rate
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	\$1.51
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	\$8.84
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	\$11.14
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	\$18.39
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	\$30.47
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	\$48.71
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	\$92.88
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	\$96.96
8040	Ambulance			to 150		hour	\$28.00
8041	Ambulance			to 210		hour	\$40.50
8050	Board, Arrow			to 8	Trailer Mounted.	hour	\$4.43
8051	Board, Message			to 5	Trailer Mounted.	hour	\$11.61
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	\$2.14
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	\$4.30
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware.	hour	\$3.16
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	mounting hardware. Add this rate to tractor rate for total	hour	\$34.28
8064	Hydraulic Post Driver					hour	\$35.10
8065	Auger	Horizontal Directional Boring Machine	250 X 100	300	DD-140B YR-2003	hour	\$169.40
8066	Auger	Horizontal Directional Boring Machine	50 X 100			hour	\$31.95
8067	Auger, Directional Boring Machine	Auger, Directional Boring Machine				hour	\$36.97
8070	Automobile			to 130	Transporting people.	mile	<b>\$0.535</b>
8071	Automobile			to 130	Transporting cargo.	hour	\$12.32
8072	Automobile, Police			to 250	Patrolling.	mile	<b>\$0.535</b>
8073	Automobile, Police			to 250	Stationary with engine running.	hour	\$15.69
8075	Motorcycle, Police					mile	<b>\$0.505</b>
<b>8076</b>	Automobile - Chevy Trailblazer	6 or 8 cl		285 to 300		hour	\$22.00
<b>8077</b>	Automobile - Ford Expedition	Fire Command Center				hour	\$19.00
8080	All Terrain Vehicle (ATV)	Engine 110cc, 4-Wheel; 20" tyre		6.5-7.5		hour	\$8.20
8081	All Terrain Vehicle (ATV)	Engine 125cc, 4-Wheel; 21" tyre		7.6-8.6		hour	\$8.50
8082	All Terrain Vehicle (ATV)	Engine 150cc, 4-Wheel; 22" tyre		9.0-10.0		hour	\$8.51
8083	All Terrain Vehicle (ATV)	Engine 200cc, 4-Wheel; 24" tyre		12-14.0		hour	\$9.00
8084	All Terrain Vehicle (ATV)	Engine 250cc, 4-Wheel; 24" tyre		15-17		hour	\$9.40

8085	All Terrain Vehicle (ATV)	Engine 300cc, 4-Wheel; 24" tyre		18-20		hour	\$10.20
8086	All Terrain Vehicle (ATV)	Engine 400cc, 4-Wheel; 25" tyre		26-28		hour	\$11.64
8087	All Terrain Vehicle (ATV)	Engine 450cc, 4-Wheel; 25" tyre		26-28		hour	\$12.40
8088	All Terrain Vehicle (ATV)	Engine 650cc, 4-Wheel; 25" tyre		38-40		hour	\$13.20
8089	All Terrain Vehicle (ATV)	Engine 750cc, 4-Wheel; 25" tyre		44-46		hour	\$14.00
8110	Barge, Deck	Size	50'x35'x7.25'			hour	\$49.10
8111	Barge, Deck	Size	50'x35'x9'			hour	\$58.70
8112	Barge, Deck	Size	120'x45'x10'			hour	\$109.50
8113	Barge, Deck	Size	160'x45'x11"			hour	\$133.75
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	\$317.54
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	\$358.65
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	\$569.00
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	\$1,094.24
8124	Airboat	815AGIS Airboat w/spray unit	15'x8'	400		hour	\$31.00
8125	Airboat	815AGIS Airboat w/spray unit	15'x8'	425		hour	\$31.95
8126	Swamp Buggy	Conquest		360		hour	\$39.25
8129	Compactor -2-Ton Pavement Roller	2 ton				hour	\$28.25
8130	Boat, Row				Heavy duty.	hour	\$1.44
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	\$12.00
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	\$16.50
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	\$217.20
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	\$267.35
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	\$325.35
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	\$358.50
8140	Boat, Tug	Length	16 Ft	to 100		hour	\$42.60
8141	Boat, Tug	Length	18 Ft	to 175		hour	\$62.55
8142	Boat, Tug	Length	26 Ft	to 250		hour	\$78.95
8143	Boat, Tug	Length	40 Ft	to 380		hour	\$196.50
8144	Boat, Tug	Length	51 Ft	to 700		hour	\$271.85
8147	Boat, Inflatable Rescue Raft	Zodiac				hour	\$1.10
8148	Boat, Runabout	1544 lbs	11 passenger capacity	190-250		hour	\$62.55
8149	Boat, removable engine	2000 Johnson Outboard Motor w 15" shaft		15		hour	\$1.50
8150	Broom, Pavement	Broom Length	72 In	to 35		hour	\$24.50
8151	Broom, Pavement	Broom Length	96 In	to 100		hour	\$27.60
8153	Broom, Pavement, Mntd	Broom Length	72 In	to 18	Add Prime Mover cost for total rate	hour	\$6.20
8154	Broom, Pavement, Pull	Broom Length	84 In	to 20	Add Prime Mover cost for total rate	hour	\$20.77
8157	Sweeper, Pavement			to 110		hour	\$76.70
8158	Sweeper, Pavement			to 230		hour	\$96.80
8180	Bus			to 150		hour	\$20.95
8181	Bus			to 210		hour	\$25.45
8182	Bus			to 300		hour	\$38.35
8183	Blower	Gasoline powered Toro Pro Force		27		hour	\$15.37
8184	Back-Pack Blower			to 4.4		hour	\$1.50
8185	Walk-Behind Blower			13		hour	\$6.50
8187	Chainsaw	20" Bar, 3.0 cu in				hour	\$1.40
8188	Chainsaw	20" Bar 5.0 cu in				hour	\$2.45
8189	Chainsaw	20" Bar 6.0 cu in				hour	\$2.65
8190	Chain Saw	Bar Length	16 In			hour	\$1.70
8191	Chain Saw	Bar Length	25 In			hour	\$3.45
8192	Chain Saw, Pole	Bar Size	18 In			hour	\$1.25
8193	Skidder	model 748 E		to 173		hour	\$52.70
8194	Skidder	model 648 G11		to 177		hour	\$104.30
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	\$115.35
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	\$129.35
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	\$136.30



8198	Bruncher Cutter	Cutter, Brush - 247 hp, 1997 Model 511 Feller		to 247		hour	\$187.75
8199	Log Trailer	40 ft				hour	\$9.90
8200	Chipper, Brush	Chipping Capacity	6 In	to 35	Trailer Mounted.	hour	\$8.60
8201	Chipper, Brush	Chipping Capacity	9 In	to 65	Trailer Mounted.	hour	\$16.86
8202	Chipper, Brush	Chipping Capacity	12 In	to 100	Trailer Mounted.	hour	\$24.31
8203	Chipper, Brush	Chipping Capacity	15 In	to 125	Trailer Mounted.	hour	\$35.00
8204	Chipper, Brush	Chipping Capacity	18 In	to 200	Trailer Mounted.	hour	\$50.10
8208	Loader - Tractor - Knuckleboom	model Barko 595 ML		to 173		hour	\$161.89
8209	Loader - Wheel	model 210 w/ Buck Saw 50 inch Bar		to 240		hour	\$97.00
8210	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate.	hour	\$127.40
8211	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate.	hour	\$166.20
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	\$145.00
8220	Compactor			to 10		hour	\$15.10
8221	Compactor, towed, Vibratory Drum			to 45		hour	\$31.70
8222	Compactor, Vibratory, Drum			to 75		hour	\$22.30
8223	Compactor, pneumatic, wheel			to 100		hour	\$26.00
8225	Compactor, Sanitation			to 300		hour	\$92.75
8226	Compactor, Sanitation			to 400		hour	\$152.30
8227	Compactor, Sanitation			535		hour	\$249.75
8228	Compactor, towed, Pneumatic, Wheel		10000 lbs		Include prime mover rate	hour	\$17.00
8229	Compactor, towed, Drum Static		20000 lbs		Include prime mover rate	hour	\$15.80
8240	Feeder, Grizzly			to 35		hour	\$22.20
8241	Feeder, Grizzly			to 55		hour	\$32.45
8242	Feeder, Grizzly			to 75		hour	\$64.25
8250	Dozer, Crawler			to 75		hour	\$51.30
8251	Dozer, Crawler			to 105		hour	\$38.30
8252	Dozer, Crawler			to 160		hour	\$93.74
8253	Dozer, Crawler			to 250		hour	\$149.75
8254	Dozer, Crawler			to 360		hour	\$201.10
8255	Dozer, Crawler			to 565		hour	\$311.80
8256	Dozer, Crawler			to 850		hour	\$294.10
8260	Dozer, Wheel			to 300		hour	\$61.00
8261	Dozer, Wheel			to 400		hour	\$94.10
8262	Dozer, Wheel			to 500		hour	\$178.65
8263	Dozer, Wheel			to 625		hour	\$239.60
8269	Box Scraper	3 hitch attach for tractor; 2007 Befco				hour	\$3.50
8270	Bucket, Clamshell	Capacity	1.0 CY		Includes teeth. Does not include Clamshell & Dragline	hour	\$4.62
8271	Bucket, Clamshell	Capacity	2.5 CY		Includes teeth. Does not include Clamshell & Dragline	hour	\$8.73
8272	Bucket, Clamshell	Capacity	5.0 CY		Includes teeth. Does not include Clamshell & Dragline	hour	\$13.10
8273	Bucket, Clamshell	Capacity	7.5 CY		Includes teeth. Does not include Clamshell & Dragline	hour	\$22.40
8275	Bucket, Dragline	Capacity	2.0 CY		Does not include Clamshell & Dragline	hour	\$3.96
8276	Bucket, Dragline	Capacity	5.0 CY		Does not include Clamshell & Dragline	hour	\$9.90
8277	Bucket, Dragline	Capacity	10 CY		Does not include Clamshell & Dragline	hour	\$14.10
8278	Bucket, Dragline	Capacity	14 CY		Does not include Clamshell & Dragline	hour	\$18.65
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	\$18.00
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	\$34.20
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	\$52.70
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	\$153.00

8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	\$264.50
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	\$223.70
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	\$455.00
8287	Excavator	2007 model Gradall XL3100 III		184		hour	\$105.46
8288	Excavator	2003 model Gradall XL4100 III		238		hour	\$113.20
8289	Excavator	2006 model Gradall XL5100		230		hour	\$88.80
8290	Trowel, Concrete	Diameter	48 In	to 12		hour	\$4.80
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	\$13.00
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	\$18.50
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	\$24.00
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	\$51.40
8306	Fork Lift Material handler	Diesel, CAT TH360B	6600-11500 gvw lbs	99.9		hour	\$27.90
8307	Fork Lift Material handler	Diesel, CAT TH460B		99.9		hour	\$30.15
8308	Fork Lift Material handler	Diesel, CAT TH560B		99.9		hour	\$35.80
8309	Fork Lift Accessory	2003 ACS Paddle Fork				hour	\$3.46
8310	Generator	Prime Output	5.5 KW	to 10		hour	\$3.35
8311	Generator	Prime Output	16 KW	to 25		hour	\$7.45
8312	Generator	Prime Output	43 KW	to 65		hour	\$15.00
8313	Generator	Prime Output	100 KW	to 125		hour	\$34.95
8314	Generator	Prime Output	150 KW	to 240		hour	\$50.00
8315	Generator	Prime Output	210 KW	to 300		hour	\$62.45
8316	Generator	Prime Output	280 KW	to 400		hour	\$80.40
8317	Generator	Prime Output	350 KW	to 500		hour	\$90.50
8318	Generator	Prime Output	530 KW	to 750		hour	\$153.30
8319	Generator	Prime Output	710 KW	to 1000		hour	\$222.00
8320	Generator	Prime Output	1100 KW	to 1500	Open	hour	\$349.00
8321	Generator	Prime Output	2500 KW	to 3000		hour	\$533.75
8322	Generator	Prime Output	1,000 KW	to 1645	Enclosed	hour	\$403.30
8323	Generator	Prime Output	1,500 KW	to 2500	Enclosed	hour	\$511.22
8324	Generator	Prime Output	1100KW	2500	Enclosed	hour	\$495.80
8325	Generator	Prime Output	40KW	60		hour	\$14.80
8326	Generator	Prime Output	20KW	40		hour	\$13.32
8330	Graders	Moldboard Size	10 Ft	to 110	Includes Rigid and Articulate equipment.	hour	\$43.30
8331	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	\$46.50
8332	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	\$67.50
8350	Hose, Discharge	Diameter	3 In		Per 25 foot length. Includes couplings.	hour	\$0.15
8351	Hose, Discharge	Diameter	4 In		Per 25 foot length. Includes couplings.	hour	\$0.24
8352	Hose, Discharge	Diameter	6 In		Per 25 foot length. Includes couplings.	hour	\$0.60
8353	Hose, Discharge	Diameter	8 In		Per 25 foot length. Includes couplings.	hour	\$0.60
8354	Hose, Discharge	Diameter	12 In		Per 25 foot length. Includes couplings.	hour	\$0.90
8355	Hose, Discharge	Diameter	16 In		Per 25 foot length. Includes couplings.	hour	\$1.70
8356	Hose, Suction	Diameter	3 In		Per 25 foot length. Includes couplings.	hour	\$0.30
8357	Hose, Suction	Diameter	4 In		Per 25 foot length. Includes couplings.	hour	\$0.35
8358	Hose, Suction	Diameter	6 In		Per 25 foot length. Includes couplings.	hour	\$1.15
8359	Hose, Suction	Diameter	8 In		Per 25 foot length. Includes couplings.	hour	\$1.10
8360	Hose, Suction	Diameter	12 In		Per 25 foot length. Includes couplings.	hour	\$1.70
8361	Hose, Suction	Diameter	16 In		Per 25 foot length. Includes couplings.	hour	\$3.15
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour	\$14.66

8381	Loader, Crawler	Bucket Capacity	1 CY	to 60	Includes bucket.	hour	\$34.30
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket.	hour	\$68.10
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour	\$101.30
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket.	hour	\$120.00
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour	\$20.10
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour	\$36.90
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105	CAT-926	hour	\$35.50
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	\$43.85
8394	Loader, Wheel	Bucket Capacity	4 CY	to 200		hour	\$59.30
8395	Loader, Wheel	Bucket Capacity	5 CY	to 250		hour	\$64.00
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour	\$104.00
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour	\$124.50
8398	Loader, Wheel	Bucket Capacity	8 CY	to 530		hour	\$171.40
8401	Loader, Tractor, Wheel	Bucket Capacity	0.87 CY	to 80	Case 580 Super L	hour	\$33.73
8410	Mixer, Concrete Portable	Batching Capacity	10 Cft			hour	\$3.05
8411	Mixer, Concrete Portable	Batching Capacity	12 Cft	11		hour	\$4.00
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 Cft	to 10		hour	\$12.70
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 Cft	to 25		hour	\$19.60
8419	Breaker, Pavement Hand-Held	Weight	25-90 Lbs			hour	\$1.10
8420	Breaker, Pavement			to 70		hour	\$57.45
8423	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	\$85.85
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	\$116.60
8425	Spreader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck mounted.	hour	\$4.60
8430	Paver, Asphalt, Towed				Does not include Prime Mover.	hour	\$12.40
8431	Paver, Asphalt			to 50	Includes wheel and crawler equipment.	hour	\$73.76
8432	Paver, Asphalt			to 125	Includes wheel and crawler equipment.	hour	\$95.10
8433	Paver, Asphalt			to 175	Includes wheel and crawler equipment.	hour	\$126.80
8434	Paver, Asphalt		35,000Lbs & Over	to 250	Includes wheel and crawler equipment.	hour	\$209.65
8436	Pick-up, Asphalt			to 110		hour	\$96.85
8437	Pick-up, Asphalt			to 150		hour	\$135.00
8438	Pick-up, Asphalt			to 200		hour	\$93.50
8439	Pick-up, Asphalt			to 275		hour	\$204.00
8440	Striper	Paint Capacity	40 Gal	to 22		hour	\$16.20
8441	Striper	Paint Capacity	90 Gal	to 60		hour	\$22.90
8442	Striper	Paint Capacity	120 Gal	to 122		hour	\$42.60
8445	Striper, Truck Mntd	Paint Capacity	120 Gal	to 460		hour	\$78.60
8446	Striper, Walk-behind	Paint Capacity	12 Gal			hour	\$4.00
8447	Paver accessory -Belt Extension	2002 Leeboy Conveyor Belt Extension			crawler	hour	\$32.50
8450	Plow, Snow, Grader Mntd	Width	to 10 Ft		Include Grader for total cost	hour	\$28.00
8451	Plow, Snow, Grader Mntd	Width	to 14 Ft		Include Grader for total cost	hour	\$32.90
8452	Plow, Truck Mntd	Width	to 15 Ft		Include truck for total cost	hour	\$24.35
8453	Plow, Truck Mntd	Width	to 15 Ft		With leveling wing. Include truck for total cost	hour	\$40.80
8455	Spreader, Sand	Mounting	Tailgate, Chassis			hour	\$7.35
8456	Spreader, Sand	Mounting	Dump Body			hour	\$10.45
8457	Spreader, Sand	Mounting	Truck (10yd)			hour	\$13.15
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted.	hour	\$6.00
8469	Pump - Trash Pump	10 MTC	2" Pump	to 7	10,000 gph	hour	\$7.25
8470	Pump	Centrifugal, 8M pump	2" - 10,000 gal/hr.	to 4.5	Hoses not included.	hour	\$6.10
8471	Pump	Diaphragm pump	2" - 3,000 gal/hr.	to 6	Hoses not included.	hour	\$6.75
8472	Pump	Centrifugal, 18M pump	3" - 18,000 gal/hr. pump	to 10	Hoses not included.	hour	\$7.99
8473	Pump			to 15	Hoses not included.	hour	\$10.30
8474	Pump			to 25	Hoses not included.	hour	\$13.60
8475	Pump			to 40	Hoses not included.	hour	\$16.65
8476	Pump	4" - 40,000 gal/hr.	4" - 40,000 gal/hr.	to 60	Hoses not included.	hour	\$27.10

8477	Pump			to 95	Hoses not included.	hour	\$32.00
8478	Pump			to 140	Hoses not included.	hour	\$41.50
8479	Pump			to 200	Hoses not included.	hour	\$49.90
8480	Pump			to 275	Does not include Hoses.	hour	\$66.85
8481	Pump			to 350	Does not include Hoses.	hour	\$82.00
8482	Pump			to 425	Does not include Hoses.	hour	\$96.60
8483	Pump			to 500	Does not include Hoses.	hour	\$114.00
8484	Pump			to 575	Does not include Hoses.	hour	\$133.30
8485	Pump			to 650	Does not include Hoses.	hour	\$154.70
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$11.38
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$20.54
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$39.00
8489	Aerial Lift, Truck Mntd	Max. Platform Load - 600Lbs	81 Ft -100 Ft. Ht.		Add this rate to truck rate for total lift and truck rate	hour	\$39.50
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft. Ht.	to 15	Articulated, Telescoping, Scissor.	hour	\$8.95
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft. Ht.	to 30	Articulated, Telescoping, Scissor.	hour	\$16.10
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft. Ht.	to 50	Articulated, Telescoping, Scissor.	hour	\$29.26
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft. Ht.	to 85	Articulated and Telescoping.	hour	\$55.65
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft. Ht.	to 130	Articulated and Telescoping.	hour	\$70.15
8495	I.C. Aerial Lift, Self-Propelled	Max. Platform Load - 500 Lbs	75"x155", 40Ft Ht.	to 80	2000 Lbs Capacity	hour	\$28.95
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 Lbs		Include truck rate for total cost	hour	\$14.90
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 Lbs		Include truck rate for total cost	hour	\$22.40
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs		Include truck rate for total cost	hour	\$36.50
8499	Pump - Trash-Pump	CPB Rating - 10MTC	10000 gal/Hr	7	Self- Priming Trash Pump	hour	\$7.55
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	\$38.70
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	\$66.90
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	\$90.00
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	\$178.60
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	\$243.20
8510	Saw, Concrete	Blade Diameter	14 In	to 14		hour	\$7.20
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour	\$12.00
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour	\$25.10
8513	Saw, Rock			to 100		hour	\$33.50
8514	Saw, Rock			to 200		hour	\$63.00
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs			hour	\$1.66
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs			hour	\$1.84
8521	Scraper	Scraper Capacity	16 CY	to 250		hour	\$107.15
8522	Scraper	Scraper Capacity	23 CY	to 365		hour	\$155.50
8523	Scraper	Scraper Capacity	34 CY	to 475		hour	\$270.00
8524	Scraper	Scraper Capacity	44 CY	to 600		hour	\$265.70
8540	Loader, Skid-Steer	Operating Capacity	1000 Lbs	to 35		hour	\$14.15
8541	Loader, Skid-Steer	Operating Capacity	2000 Lbs	to 65		hour	\$37.00
8542	Loader, Skid-Steer	Operating Capacity	3000 Lbs	to 85		hour	\$36.05
8550	Snow Blower, Truck Mntd	Capacity	600 Tph	to 75	Does not include truck	hour	\$34.60
8551	Snow Blower, Truck Mntd	Capacity	1400 Tph	to 200	Does not include truck	hour	\$94.00
8552	Snow Blower, Truck Mntd	Capacity	2000 Tph	to 340	Does not include truck	hour	\$142.50
8553	Snow Blower, Truck Mntd	Capacity	2500 Tph	to 400	Does not include truck	hour	\$154.80
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	\$2.80
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	\$14.10
8560	Snow Blower	Capacity	2,000 Tph	to 400		hour	\$234.00
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	\$255.00
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	\$284.00

8569	Dust Control De-Ice Unit	1300-2000 gal	173"Lx98"Wx51"H	5.5	Hydro Pump w/100' 1/2" hose	hour	\$3.45
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	\$22.15
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour	\$29.50
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	\$38.60
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	\$47.77
8580	Distributor, Asphalt	Tank Capacity	500 Gal		burners, insulated tank, and circulating spray bar.	hour	\$14.76
8581	Distributor, Asphalt	Tank Capacity	1000 Gal		burners, insulated tank, and circulating spray bar. Include	hour	\$21.30
8582	Distributor, Asphalt	Tank Capacity	4000 Gal		burners, insulated tank, and circulating spray bar. Include	hour	\$30.15
8583	Distributor	ETNYRE Oil Distributor Model - PB348		300		hour	\$41.60
8584	Distributor	ETNYRE Quad Chip Spreader		280		hour	\$83.20
8590	Trailer, Dump	Capacity	20 CY		Does not include Prime Mover.	hour	\$11.36
8591	Trailer, Dump	Capacity	30 CY		Does not include Prime Mover.	hour	\$13.10
8600	Trailer, Equipment	Capacity	30 Tons			hour	\$14.15
8601	Trailer, Equipment	Capacity	40 Tons			hour	\$15.50
8602	Trailer, Equipment	Capacity	60 Tons			hour	\$18.85
8603	Trailer, Equipment	Capacity	120 Tons			hour	\$28.35
8610	Trailer, Water	Tank Capacity	4000 Gal		with sump and a rear spraybar.	hour	\$13.50
8611	Trailer, Water	Tank Capacity	6000 Gal		with sump and a rear spraybar.	hour	\$16.55
8612	Trailer, Water	Tank Capacity	10000 Gal		with sump and a rear spraybar.	hour	\$19.20
8613	Trailer, Water	Tank Capacity	14000 Gal		with sump and a rear spraybar.	hour	\$23.77
8614	Truck- Water Tanker	1000 gal. tank		175		hour	\$33.35
8620	Tub Grinder			to 440		hour	\$95.35
8621	Tub Grinder			to 630		hour	\$143.65
8622	Tub Grinder			to 760		hour	\$183.60
8623	Tub Grinder			to 1000		hour	\$322.00
8627	Horizontal Grinder	Model HG6000		630		hour	\$57.36
8628	Stump Grinder	1988 Vermeer SC-112		102		hour	\$47.00
8629	Stump Grinder	24" grinding wheel		110		hour	\$45.00
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Does not include Prime Mover.	hour	\$14.00
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted. Does not include Prime	hour	\$19.80
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Does not include Prime Mover.	hour	\$29.25
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 35		hour	\$14.10
8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH	to 55		hour	\$20.80
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH	to 120		hour	\$29.45
8636	Scraper	Soil Recycler WR 2400	w 317 gal fuel tank	563		hour	\$239.85
8637	Trailer CAT	Double Belly Bottom-dump Trailer	26 CY of soil in one dump	330	13 CY of soil each berry	hour	\$92.33
8638	Rake	Barber Beach Sand Rake 600HDr, towed				hour	\$15.40
8639	Chipper	Wildcat 626 Cougar Trommel Screen chipper w belt		125		hour	\$34.30
8640	Trailer, Office	Trailer Size	8' x 24'		Cargo Size 16ft	hour	\$1.95
8641	Trailer, Office	Trailer Size	8' x 32'		Cargo Size 24ft	hour	\$2.30
8642	Trailer, Office	Trailer Size	10' x 32'		Cargo Size 20ft	hour	\$2.65
8643	Trailer	Haz-Mat Equipment trailer	8'x18'			hour	\$37.75
8644	Trailer, Covered Utility Trailer	(7' X 16')				hour	\$5.65
8645	Trailer, Dodge Ram	8' x 24' shower trailer- 12 showers		101		hour	\$29.45
8646	Trailer, Dodge	32' flatbed water				hour	\$27.90
8650	Trencher			to 40	Wheel Mounted. Chain and Wheel.	hour	\$16.30

8651	Trencher			to 85	Wheel Mounted. Chain and Wheel.	hour	\$24.70
8654	Trencher accessories	2008 Griswold Trenchbox				hour	\$1.90
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	\$12.00
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	\$37.45
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	\$41.25
8670	Derrick, Hydraulic Digger	Max. Boom Length	60 Ft		alignment attachment. Include truck rate	hour	\$34.15
8671	Derrick, Hydraulic Digger	Max. Boom Length	90 Ft		alignment attachment. Include truck rate	hour	\$54.66
8680	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300		hour	\$82.35
8684	Truck, Fire	100 Ft Ladder				hour	\$100.00
8690	Truck, Fire	Pump Capacity	1000 GPM			hour	\$68.00
8691	Truck, Fire	Pump Capacity	1250 GPM			hour	\$72.25
8692	Truck, Fire	Pump Capacity	1500 GPM			hour	\$78.90
8693	Truck, Fire	Pump Capacity	2000 GPM			hour	\$81.40
8694	Truck, Fire Ladder	Ladder length	75 FT			hour	\$117.10
8695	Truck, Fire Ladder	Ladder length	150 FT			hour	\$142.75
8696	Truck, Fire	No Ladder		330	Rescure Equipment	hour	\$93.47
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 200		hour	\$20.60
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 275		hour	\$35.00
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	to 300		hour	\$27.10
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 380		hour	\$44.70
8708	Trailer, semi	48ft to 53ft, flat-bed, freight, two axle	50,000+ gvw			hour	\$8.45
8709	Trailer, semi	enclosed 48 ft to 53 ft, two axles	50,000+ gvw			hour	\$9.50
8710	Trailer, semi	28ft, single axle, freight	25,000 gvw			hour	\$9.70
8711	Flat bed utility trailer	6 ton				hour	\$3.10
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY		Truck Mounted.	hour	\$24.80
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY		Truck Mounted.	hour	\$31.30
8714	Vactor	800 Gal Spoils/400 Gal Water	500/800 gal	49		hour	\$82.75
8715	Truck, Hydro Vac	model LP555DT				hour	\$18.00
8716	Leaf Vac	Tow by Truck 22,000 cfm capacity		85	Leaf Vac + Truck Code 8811	hour	\$51.25
8717	Truck, Vacuum	60,000 GVW		400		hour	\$74.20
8719	Litter Picker	model 2007 Barber			towed by tractor	hour	\$9.60
8720	Truck, Dump	Struck Capacity	8 CY	to 220		hour	\$48.90
8721	Truck, Dump	Struck Capacity	10 CY	to 320		hour	\$60.77
8722	Truck, Dump	Struck Capacity	12 CY	to 400		hour	\$67.70
8723	Truck, Dump	Struck Capacity	18 CY	to 400		hour	\$75.50
8724	Truck, Dump, Off Highway	Struck Capacity	28 CY	to 450		hour	\$121.20
8725	Truck, Dump	Struck Capacity	14 CY	to 400		hour	\$77.80
8730	Truck, Garbage	Capacity	25 CY	to 255		hour	\$48.50
8731	Truck, Garbage	Capacity	32 CY	to 325		hour	\$55.90
8733	E-BAM Services	Environmental Beta Attenuation Air Monitor			Powered by Solar System	hour	\$3.00
8734	Attenuator, safety	that can stop a vehicle at 60 mph				hour	\$5.50
8735	Truck, Attenuator	2004 Truck Mounted for 60 mph				hour	\$3.85
8736	Truck, tow	1987 Chevy Kodiak 70		175		hour	\$27.70
8744	Van, Custom	Special Service Canteen Truck		350		hour	\$18.00
8745	Van, step	model MT10FD		300		hour	\$21.25
8746	Van-up to 15 passenger	light duty, class 1		225-300		hour	\$20.00
8747	Van-up to 15 passenger	light duty, class 2		225-300		hour	\$20.15
8748	Van-cargo	light duty, class 1		225 - 300		hour	\$22.25
8749	Van-cargo	light duty, class 2		225-300		hour	\$22.25
8750	Vehicle, Small			to 30		hour	\$6.40
8753	Vehicle, Recreational			to 10		hour	\$2.80
8755	Golf Cart	Capacity	2 person			hour	\$3.75
8761	Vibrator, Concrete			to 4		hour	\$1.60
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	\$3.10

8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	\$6.80
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	\$10.00
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	\$13.76
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	\$28.70
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	\$50.00
8788	Container & roll off truck	30 yds				hour	\$23.05
8789	Truck, Tractor	1997 Freightliner F120		430		hour	\$54.90
8790	Truck, Tractor	4 x 2	25000 lbs	to 210		hour	\$42.40
8791	Truck, Tractor	4 x 2	35000 lbs	to 330		hour	\$46.00
8792	Truck, Tractor	6 x 2	45000 lbs	to 360		hour	\$52.75
8794	Truck, freight	Enclosed w/lift gate. Medium duty class 5	gvwr 16000-19500 Lbs			hour	\$23.25
8795	Truck, backhoe carrier	Three axle, class 8, heavy duty	over 33000Lbs			hour	\$34.50
8796	Truck, freight	Enclosed w/lift gate. Heavy duty, class	7, 26,001 to 33,000 lbs gvwr			hour	\$31.00
8798	Truck	Tilt and roll-back, two axle, class 7 heavy duty,	to 33,000 gvwr			hour	\$32.00
8799	Truck,	Tilt and roll back, three axle. class 8 heavy duty	over 33,001+ gvwr			hour	\$40.60
8800	Truck, Pickup				When transporting people.	mile	\$0.54
8801	Truck, Pickup	1/2-ton Pickup Truck	4x2-Axle	160		hour	\$12.30
8802	Truck, Pickup	1-ton Pickup Truck	4x2-Axle	234		hour	\$17.65
8803	Truck, Pickup	1 1/4-ton Pickup Truck	4x2-Axle	260		hour	\$19.85
8804	Truck, Pickup	1 1/2-ton Pickup Truck	4x2-Axle	300		hour	\$22.25
8805	Truck, Pickup	1 3/4-ton Pickup Truck	4x2-Axle	300		hour	\$23.10
8806	Truck, Pickup	3/4-ton Pickup Truck	4x2-Axle	165		hour	\$13.40
8807	Truck, Pickup	3/4-ton Pickup Truck	4x4-Axle	285	Crew	hour	\$20.80
8808	Truck, Pickup	1-ton Pickup Truck	4x4-Axle	340	Crew	hour	\$22.85
8809	Truck, Pickup	1 1/4-ton Pickup Truck	4x4-Axle	360	Crew	hour	\$26.40
8810	Truck, Pickup	1 1/2-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$26.75
8811	Truck, Pickup	1 3/4-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$27.50
8820	Skidder accessory	2005 JCB Grapple Claw				hour	\$1.75
8821	Forklift, accessory	2005 ACS Grapple Bucket				hour	\$1.50
8822	Truck, Loader	Debris/Log (Knuckleboom Loader/Truck)		230		hour	\$52.26
8823	Chipper- Wood Recycler	Cat 16 engine		700		hour	\$115.00
8824	Skidder	model Cat 525B		up to 160		hour	\$62.90
8825	Skidder	40K lbs- model Cat 525C		161 and up		hour	\$118.77
8840	Truck, service	fuel and lube	up to 26,000 gvwr	215-225		hour	\$38.65
8841	Truck, fuel	2009 International 1,800 gal. storage tank		200		hour	\$30.50
8842	Mobile Command Trailer	(8' X 28') with 7.5 KW Generator				hour	\$14.66
8843	Mobile Response Trailer	(8' X 31') with 4.5 KW Generator?				hour	\$13.60
8844	Mobile Command Center	(unified) (RV) Ulitimaster MP-35	43 FT Long with Generator	400		hour	\$75.00
8845	Mobile Command Post Vehicle	(RV) (In- Motion)	22-Ft Long	340		hour	\$31.00
8846	Mobile Command Post Vehicle	(RV) (Stationary) w/9.6 KW Generator	22-Ft Long	340		hour	\$19.25
8847	Mobile Command Center (Trailer)	48'x8' Trailer, Fully Equiped Mobile Command Center	48-Ft Long			hour	\$29.45
8848	Mobile Command Center (Trailer)	48'x8' When being Moved w/Truck Tractor		310		hour	\$48.90
8849	Mobile Command Center	43'x8.5' x 13.5'H with self 30kw Generator				hour	\$52.00
8850	Mobile Command Center	2007-Freightliner MT-55, (RV)		260		hour	\$45.50
8851	Mobile Command Van	1990- Ford Econoline- Communication Van		230		hour	\$41.00
8852	Mobile Command Center	47.5' X 8.75 Fully Equip' (In motion) (RV)		410		hour	\$65.30
8853	Mobile Command Center	47.5' X 8.75 Fully Equip' (Stationary)		410		hour	\$45.00

8854	Mobile Command Vehicle	53' X 8.75 Fully Equip		480-550		hour	\$96.20
8870	Light Tower	Terex/Amida AL 4000. with (4) 500 watt lights	w/10kw power unit	13.5		hour	\$10.68
8871	Light Tower	2004 Allmand				hour	\$6.30
8872	SandBagger Machine	(Spider) automatic		4.5		hour	\$48.75
8900	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206B3		420		hour	\$474.00
8901	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206BR		420		hour	\$496.00
8902	Helicopter	Model Bell 206-L3 Jet Range Helicopter		650	Jet Range III-Helicopter	hour	\$582.00
8903	Helicopter	Model Bell 206L1 Long Ranger		650	Long Ranger	hour	\$596.00
8904	Helicopter	Model Bell 206LT Long Range Twinranger		450	Twinranger	hour	\$780.00
8905	Helicopter	Model Bell 407 EMS- Ambulance		250		hour	\$626.00
8906	Piper-Fixed wing	Model Navajo PA-31		310		hour	\$456.00
8907	Piper-Fixed wing	PA-31-350, Navajo Chieftn twin engine		350		hour	\$487.00
8908	Sikorsky Helicopter	Model UH-60 (Blackhawk) medium lift	Medium Lift	1890	Fire Fighter Same as S70C	hour	\$2,945.00
8909	Helicopter	Model UH-A (Blackhawk) Medium lift	Medium Lift	1890	Fire Fighter	hour	\$5,504.00
8910	Boeing Helicopter	Model CH-47 (Chinook) heavy lift	Heavy Lift	2850	Fire Fighter	hour	\$10,750.00
8911	Helicopter- light utility	Model Bell 407GX - 7 seater	7-Seaters	675	Passenger Aircraft	hour	\$621.00
8912	Helicopter- light utility	Model Bell 206L- 7 seater	7-Seaters	420	Passenger Aircraft	hour	\$596.00
8913	Helicopter	Model Bell-206L4		726		hour	\$576.00
8914	King Air 200 Turboprop Aircraft	Blackhawk King Air B200XP61		669		hour	\$1,316.00
8915	Turboprops Blackhawk Aircraft	Blackhawk Caravan XP42 A		850		hour	\$697.00
8916	Turboprops Blackhawk Aircraft	King Air C90 XP135 A		550		hour	\$1,075.00
8917	Aerostar Piston Aircraft	Aerostar 601P		290		hour	\$447.00
8943	Wire Puller Machine	Overhead Wire Pulling Machine		30	Overhead/Underground Wire Pulling Machine	hour	\$19.85
8944	Wire Tensioning Machine	3000 Lbs			Overhead Wire Tensioning Machine	hour	\$14.50
8945	Aerial Lift	model 2008 Genie Scissor Lift				hour	\$6.30



# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 02/19/2019

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	5975	<b>Account</b>
<b>Subject</b>	RESOLUTION 2019-XX APPROVAL OF THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM - LOCAL HOUSING ASSISTANCE PLAN FOR FY 2020 TO 2022	
<b>Background :</b> <b><u>UPDATE FROM THE FEBRUARY 12, 2019 WORKSHOP</u></b> This item was heard by City Council at their February 12, 2019 Workshop. There were no changes suggested to this item.		
<b><u>ORIGINAL BACKGROUND FROM THE FEBRUARY 12, 2019 WORKSHOP</u></b> In 1992, the State Legislature passed the Sadowski Affordable Housing Act. This housing program is commonly known as the State Housing Initiatives Partnership or SHIP program. The affordable housing program is funded through documentary tax stamps on recorded deeds and may be used for a variety of affordable housing strategies. In April 2009, the City of Palm Coast and Flagler County entered into an Interlocal Agreement to create a Joint Local Housing Assistance Program. The ILA allows the City and Flagler County to coordinate on housing affordable activities including having Flagler County as the administrator and coordinator of the SHIP program.		
Per SHIP program rules, a recipient program must submit a one-, two-, or three-year Local Housing Assistance Plan (LHAP). An LHAP documents the strategies/activities to be funded with SHIP funds. The proposed LHAP will cover the next three years. (FY 2020 to 2022).		
The LHAP proposes to continue with the activities currently allowed by the adopted LHAP, which include: down payment assistance, owner-occupied rehabilitation assistance (including demolition and reconstruction), foreclosure prevention, disaster repair/mitigation, emergency repair and rental assistance.		
The proposed changes in the LHAP include:		
<ul style="list-style-type: none"><li>• Clarification on Down Payment Assistance strategy: Debt-to-income ratio limit of 33/40; minimum homebuyer contribution of 1% of purchase price</li><li>• condos and other attached homes are not eligible for repair assistance, unless Disaster Recovery related, and</li><li>• the addition of a new activity to provide rental development assistance. This activity will provide financial assistance of \$50,000 to \$100,000 for developers of rental units.</li></ul>		
As specified in the City of Palm Coast-Flagler County Interlocal Agreement for Joint Local Housing Assistance Program, the LHAP is approved by the governing bodies of Palm Coast and Flagler County.		
The approved document will be transmitted to Florida Housing Finance Corp. for review and may be further amended based on comments from Florida Housing Finance.		

Previous City Council action on this item included the approval of the Affordable Housing Incentives Report on October 6, 2015 and approval of the LHAP on February 16, 2016. As well as the approval of amendments in August 2018.

**Recommended Action:** Staff recommends approval.

**RESOLUTION 2019 - \_\_\_\_**  
**SHIP PROGRAM –**  
**LOCAL HOUSING ASSISTANCE PLAN (LHAP) FY2020-2022**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM LOCAL HOUSING ASSISTANCE PLAN FOR FY 2020-2022, AS REQUIRED BY THE SHIP PROGRAM ACT, SUBSECTIONS 420.907 THROUGH 420.9079, FLORIDA STATUTES, AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Palm Coast and Flagler County Board of County Commissioners entered into an Interlocal Agreement for a Joint Local Housing Assistance Program on April 7, 2009; and

**WHEREAS**, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

**WHEREAS**, the State Housing Initiatives Partnership (SHIP) Act, Sections 420.907 through 420.9079, Florida Statutes, and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one to three-year Local Housing Assistance Plan outlining how funds will be used; and

**WHEREAS**, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

**WHEREAS**, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; the methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

**WHEREAS**, the Affordable Housing Advisory Committee (AHAC) has recommended approval of the three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

**WHEREAS**, the City Council finds that it is in the best interest of the public to approve the Local Housing Assistance Plan.

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

**SECTION 1. APPROVAL OF THE LOCAL HOUSING ASSISTANCE PLAN.** The City Council of the City of Palm Coast hereby approves the Local Housing Assistance Plan, as attached hereto and incorporated herein by reference as Exhibit “A.”

**SECTION 2. 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 3. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 4. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 19<sup>th</sup> day of February 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachments: Exhibit “A” – FY 2020-2022 Local Housing Assistance Plan

Approved as to form and legality

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

<b>FLAGLER COUNTY/CITY OF PALM COAST</b>
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**STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)**

**LOCAL HOUSING ASSISTANCE PLAN (LHAP)**

**2019-2020, 2020-2021, 2021-2022**

## Table of Contents

Description	Page #
<b>Section I, Program Details</b>	
<b>Section II, Housing Strategies</b>	
A. Down Payment Assistance	
B. Owner Occupied Rehabilitation	
C. Emergency Repair	
D. Demolition and Reconstruction	
E. Foreclosure Prevention	
F. Disaster Recovery	
G. Rental Assistance	
<b>H. Rental Development</b>	
<b>Section III, Incentive Strategies</b>	
A. Expedited Permitting	
B. Ongoing Review Process	
C. Other Incentive Strategies	
<b>Exhibits</b>	
A. Administrative Budget for each fiscal year covered in the Plan	
B. Timeline for Estimated Encumbrance and Expenditure	
C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan	
D. Signed LHAP Certification	
E. Signed, dated, witnessed or attested adopting resolution	
F. Ordinance: (If changed from the original creating ordinance)	
G. Interlocal Agreement	

**I. Program Details:**

**A. Local Government(s)**

Name of Local Government	Flagler County
Does this LHAP contain an interlocal agreement?	Yes
If yes, name of other local government(s)	City of Palm Coast

**B. Purpose of the program:**

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

**C. Fiscal years covered by the Plan:** 2019-2020, 2020-2021, 2021-2022

**D. Governance:** The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

**E. Local Housing Partnership:** The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

**F. Leveraging:** The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

**G. Public Input:** Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

**H. Advertising and Outreach:** SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

**I. Waiting List/Priorities:** A notification list will be established when there are interested applicants for strategies that no longer have funding available. Those households on the notification list will be notified periodically of funding availability. No waiting list will be maintained as assistance is provided on a first-qualified, first-served basis with the established funding priorities described in this plan.



The following priorities for funding described/listed here apply to all strategies unless otherwise stated:

- |   |
|---|
| a. Special Needs  |
| i. Very Low Income  |
| ii. Low Income  |
| iii. Moderate Income                                      |
| b. Essential Services Personnel                           |
| i. Very Low Income  |
| ii. Low Income  |
| iii. Moderate Income                                      |
| c. Non-Special Needs and Non-Essential Services Personnel |
| i. Very Low Income  |
| ii. Low Income  |

- J. Discrimination:** In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.
- K. Support Services and Counseling:** Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling, and Financial Coaching and Budget Management through qualified HUD-approved agencies. When funding is available the County will contract with HUD-certified agencies to provide comprehensive housing counseling and education services to residents in need of affordable housing.
- L. Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

- M. Income Limits, Rent Limits and Affordability:** The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at [www.floridahousing.org](http://www.floridahousing.org).

*“Affordable” means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household’s ability to devote more than 30% of its income for housing, and housing for which a household*





*devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.*

- N. Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.
- O. Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.
- P. Administrative Budget:** A line-item budget is attached as Exhibit A. The County finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

**Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states:** “A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan.”

**Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states:** “The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.” The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

- Q. Program Administration:** Administration of the local housing assistance plan will be performed by:

Entity	Duties	Percentage
Local Government	All administrative duties	100%
Third Party Entity/Sub-recipient	N/A	

- R. Project Delivery Costs:** Range between 2-5% for expenses not covered by administrative budget, such as home inspections, title searches, recording fees, as well as housing counseling and education services.



- S. Essential Service Personnel Definition:** All county residents meeting program income limits and working full-time as a first responder, educator, or health care professional.
- T. Describe efforts to incorporate Green Building and Energy Saving products and processes:** Flagler County encourages the incorporation of sustainable, storm-resistant innovative design and energy and water conservation into new construction and rehabilitation projects for ongoing sustainability and affordability. The County will, when economically feasible, employ the following Green Building requirements on new construction, rehabilitation and emergency repair projects:
1. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint);
  2. Low-flow or high-efficiency water fixtures in bathrooms—Florida Water Star qualified or WaterSense labeled products or the following specifications:
    - a. Toilets: dual flush, 1.28 gallons/flush or less,
    - b. Faucets: 1.5 gallons/minute or less,
    - c. Showerheads: 2.0 gallons/minute or less;
  3. Energy Star qualified water heater;
  4. Energy Star qualified refrigerator;
  5. Energy Star qualified dishwasher, if provided;
  6. Energy Star qualified washing machine, if provided in units;
  7. Energy Star qualified exhaust fans in all bathrooms; and
  8. Air conditioning: Minimum SEER of 16. Packaged units are allowed in studios and one bedroom units with a minimum of 11.7 EER.
  9. Attic (ceiling) insulation: Minimum of R-38
  10. Light Emitting Diode (LED) bulbs or Energy Star light bulbs
- U. Describe efforts to meet the 20% Special Needs set-aside:** The County will partner with social service agencies serving the designated special needs populations to achieve the goal of the special needs set-aside. The goals will be met through the owner-occupied rehabilitation, emergency repair, and rental assistance strategies.
- V. Describe efforts to reduce homelessness:** The County works with the local Continuum of Care (CoC) and agencies serving persons experiencing homelessness primarily through partnerships, referrals, and rental assistance to place these individuals and families in rental housing for the purpose of providing a stable housing situation. The County uses SHIP funding to prevent homelessness through the foreclosure prevention and eviction prevention programs.

## Section II. LHAP Strategies:

A. Down Payment Assistance	Code 1, 2
<p>a. Summary: Funds will be awarded for down payment and closing costs to first-time homebuyers to purchase a newly constructed or existing home. A newly constructed home must have received a Certificate of Occupancy within the last 12 months.</p> <p>Prospective homebuyers must qualify as a first-time homebuyer under the HUD definition: <i>An individual who has had no ownership in the principal residence during the 3-year period ending on the date of purchase of property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.</i></p> <p>b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022</p> <p>c. Income Categories to be served: Very Low, Low and Moderate</p> <p>d. Maximum award: Very Low      \$35,000 Low      \$25,000 Moderate      \$10,000</p> <p>e. Terms:</p> <ol style="list-style-type: none"> <li>1. Repayment loan/deferred loan/grant: Deferred Loan</li> <li>2. Interest Rate: 0%</li> <li>3. Years in loan term: 15</li> <li>4. Forgiveness: Loan will be forgiven at the end of the term. However, if the homeowner defaults on the loan within the first 5 years, the entire balance will become due and payable. If default occurs between years 6 and 15, there will be a reduction of 10% of the loan balance per year for each year of ownership and primary residence. There will be no forgiveness period between years 1 to 5.</li> <li>5. Repayment: None required as long as the loan is in good standing.</li> <li>6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. Any payoff funds due to the County must be repaid within 180 days.</li> </ol>	



In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. Any payoff funds due to the County must be repaid within 180 days.

If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture payment. If the home must be sold as a short sale due to a catastrophic event or qualifying hardship (i.e. loss of employment/income, death of household member, divorce, extended illness or disability), the short sale policies and procedures governing the first mortgage shall prevail (i.e. Fannie Mae, Freddie Mac, or FHA short sale guidelines) and the County will make an efforts to recapture funds according to the short sale guidelines. All repayments from this program will be considered program income.

Flagler County reserves the right to buy a property that has a SHIP mortgage at a foreclosure or tax lien sale in order to protect its loan interest.

As per Flagler County Subordination Policy, an applicant may refinance the first mortgage loan to reduce the monthly payment through a lower interest rate and/or shorten the loan payoff period if the subordination request meets the eligibility guidelines.

- f. Recipient Selection Criteria: Applicants will be assisted on a first-qualified, first-served basis.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Applicants must secure a first mortgage through an approved lender (no private owner or seller financing). Loan will be awarded on a case-by-case basis in the amount of minimum subsidy required in order to allow the homebuyer to purchase an affordable home. Debt-to-income (DTI) ratio cannot exceed 33/40. The maximum award will not be awarded in all cases. Homebuyer must contribute a minimum of 1% of contract price towards the purchase. Purchase of manufactured/mobile homes less than 5 years old are eligible for assistance. Home must be located in Flagler County.

<b>B. Owner Occupied Rehabilitation</b>	Code 3
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- |    |   |
|----|---|
| a. | Summary: Funds will be awarded to repair owner-occupied homes to alleviate code violations, health hazards, life and safety issues, accessibility, electrical, plumbing, roofing, windows and other structural items. Cosmetic items may be included if funds are available after completing all necessary repairs. |
|----|---|

- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022
- c. Income Categories to be served: Very Low, Low
- d. Maximum award: \$50,000

- e. Terms:
1. Repayment loan/deferred loan/grant: Deferred Loan
  2. Interest Rate: 0%
  3. Years in loan term: 15
  4. Forgiveness: Loan will be forgiven at the end of the term. However, if the homeowner defaults on the loan within the first 5 years, the entire balance will become due and payable. If default occurs between years 6 and 15, there will be a reduction of 10% of the loan balance per year for each year of ownership and primary residence. There will be no forgiveness period between years 1 to 5.
  5. Repayment: None required as long as the loan is in good standing.
  6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. Any payoff funds due to the County must be repaid within 180 days.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. Any payoff funds due to the County must be repaid within 180 days.

If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture payment. If the home must be sold as a short sale due to a catastrophic event or qualifying hardship (i.e. loss of employment/income, death of household member, divorce, extended illness or disability), the short sale policies and procedures governing the first mortgage shall prevail (i.e. Fannie Mae, Freddie Mac, or FHA short sale guidelines) and the County will make an efforts to recapture funds according to the short sale guidelines. All repayments from this program will be considered program income.

Flagler County reserves the right to buy a property that has a SHIP mortgage at a foreclosure or tax lien sale in order to protect its loan interest.

As per Flagler County Subordination Policy, an applicant may refinance the first mortgage loan to reduce the monthly payment through a lower interest rate and/or shorten the loan payoff period if the subordination request meets the eligibility guidelines.

- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel, and income groups as described in Section I. of this plan.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Mobile homes, **condos, and other attached homes are not eligible**. Home must be located in Flagler County.

<b>C. Emergency Repair</b>	Code 6
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- a. Summary: Funds will be awarded to applicants in need of rehabilitation of their home related to a dire situation that needs to be mitigated immediately. This includes: damaged roofing that is leaking, damaged windows causing exposure to the elements, or electrical or plumbing problems that could cause damage to the home or is an immediate health hazard to the occupants. Funds may also be awarded to pay insurance deductibles for any emergency repairs covered by the homeowner's insurance policy.

- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022

- c. Income Categories to be served: Very Low, Low

- d. Maximum award: \$15,000

- e. Terms:

1. Repayment loan/deferred loan/grant: Deferred Loan
2. Interest Rate: 0%
3. Years in loan term: 10
4. Forgiveness: Loan will be forgiven on a prorated basis so that 10% is forgiven annually.
5. Repayment: None required as long as the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. Any payoff funds due to the County must be repaid within 180 days.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. Any payoff funds due to the County must be repaid within 180 days.

If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture payment. If the home must be sold as a short sale due to a catastrophic event or qualifying hardship (i.e. loss of employment/income, death of household member, divorce, extended illness or disability), the short sale policies and procedures governing the first mortgage shall prevail (i.e. Fannie Mae, Freddie Mac, or FHA short sale guidelines) and the County will make an efforts to recapture funds according to the short sale guidelines. All repayments from this program will be considered program income.

Flagler County reserves the right to buy a property that has a SHIP mortgage at a foreclosure or tax



lien sale in order to protect its loan interest.

As per Flagler County Subordination Policy, an applicant may refinance the first mortgage loan to reduce the monthly payment through a lower interest rate and/or shorten the loan payoff period if the subordination request meets the eligibility guidelines.

- f. Recipient Selection Criteria: Applicants will be ranked for assistance on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel, and income groups as described in Section I. of this plan.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Mobile homes, **condos, and other attached homes are not eligible**. Home must be located in Flagler County.

<b>D. Demolition and Reconstruction</b>	Code 4
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a.	Summary: Funds will be awarded to applicants who have been approved for owner occupied rehabilitation and the home is beyond reasonable repair (more than 50% of structure is deemed unlivable and estimated rehab exceeds maximum award for that strategy). This includes manufactured/mobile homes.
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- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022
- c. Income Categories to be served: Very Low, Low
- d. Maximum award: \$125,000
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: Deferred Loan
  - 2. Interest Rate: 0%
  - 3. Years in loan term: 30
  - 4. Forgiveness: Loan will be forgiven at the end of the term. However, if the homeowner defaults on the loan within the first 10 years, the entire balance will become due and payable. If default occurs between years 11 and 30, there will be a reduction of 5% of the loan balance per year for each year of ownership and primary residence. There will be no forgiveness period between years 1 to 10.
  - 5. Repayment: None required as long as the loan is in good standing.
  - 6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. Any payoff funds due to the County must be repaid within 180 days.



In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. Any payoff funds due to the County must be repaid within 180 days.

If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture payment. If the home must be sold as a short sale due to a catastrophic event or qualifying hardship (i.e. loss of employment/income, death of household member, divorce, extended illness or disability), the short sale policies and procedures governing the first mortgage shall prevail (i.e. Fannie Mae, Freddie Mac, or FHA short sale guidelines) and the County will make an efforts to recapture funds according to the short sale guidelines. All repayments from this program will be considered program income.

Flagler County reserves the right to buy a property that has a SHIP mortgage at a foreclosure or tax lien sale in order to protect its loan interest.

As per Flagler County Subordination Policy, an applicant may refinance the first mortgage loan to reduce the monthly payment through a lower interest rate and/or shorten the loan payoff period if the subordination request meets the eligibility guidelines.

- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel, and income groups as described in Section I. of this plan.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: **Condos and other attached homes are not eligible.** Home must be located in Flagler County.

<b>E. Foreclosure Prevention</b>	<b>Code 7</b>
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a.	Summary: Funds will be awarded to homeowners that are in arrears on their first mortgage. The arrearage must be at least 2 months but no more than 6 months and cannot be under an active foreclosure action.
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- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$4,000
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: Grant
  - 2. Interest Rate: N/A





3. Years in loan term: N/A
  4. Forgiveness: N/A
  5. Repayment: N/A
  6. Default: N/A
- f. Recipient Selection Criteria: In addition to being selected on a first-qualified, first-served basis, applicants must:
- 1) Provide proof on the arrearage in the form of notification from the mortgage holder. This cannot be from a private mortgage holder.
  - 2) Provide evidence of a hardship that caused the arrearage (i.e. loss of employment/income, death of household member, divorce, extended illness or disability).
  - 3) Provide a written statement as evidence of the ability to resume making mortgage payments after the assistance is provided that includes an explanation of how the hardship has been overcome and an indication of the budget plan that will allow for resumption of payments.
  - 4) Receive counseling from a HUD-approved agency trained in foreclosure counseling as assigned by County staff. The counseling agency must sign off on the budget plan.
- g. Sponsor/Sub-recipient Selection Criteria: N/A
- h. Additional Information: Manufactured/mobile homes are not eligible. Home must be located in Flagler County.

<b>F. Disaster Recovery</b>	Code 5
-----------------------------	--------

- |    |  |
|----|--|
| a. | <p>Summary: Funds will be awarded to applicants in need of short-term rental assistance or home repairs directly caused by a disaster that is declared by an Executive Order of the President or Governor. Repairs will be prioritized as follows:</p> <ol style="list-style-type: none"> <li>1) Immediate threats to health and life safety (well, sewer, damaged windows, roofing) in cases where the home is still habitable.</li> <li>2) Imminent residual damage to the home (such as damage caused by a leaking roof) in cases where the home is still habitable.</li> <li>3) Repairs necessary to make the home habitable.</li> <li>4) Repairs to mitigate dangerous situations.</li> </ol> <p>In addition, funds may be used for the following items:</p> <ol style="list-style-type: none"> <li>a) Purchase of emergency supplies for eligible households to weatherproof damaged homes;</li> <li>b) Construction of wells or repair of existing wells where public water is not available;</li> <li>c) Payment of insurance deductibles for rehabilitation of homes covered under homeowner's insurance policies;</li> <li>d) Security deposit and rental assistance for the duration of the Executive Order for eligible recipients that have been displaced from their homes due to damage from the declared disaster;</li> <li>e) Repairs necessary to make the home habitable for non-insured homeowners;</li> </ol> |
|----|--|

f) Other activities as proposed by the County and approved by Florida Housing.

- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022
- c. Income Categories to be served: Very Low, Low and Moderate
- d. Maximum award: \$10,000  
Deductible: \$5,000  
Rental Assistance: \$5,000
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: Grant
  - 2. Interest Rate: N/A
  - 3. Years in loan term: N/A
  - 4. Forgiveness: N/A
  - 5. Repayment: N/A
  - 6. Default: N/A
- f. Recipient Selection Criteria: Applicants will be assisted on a first-qualified, first-served basis with priority to seniors (62+ years old), special needs, and very low and low income households. In addition, applicants must:
  - 1) Provide proof of homeowner's insurance
  - 2) File for and use proceeds from insurance as first option
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Funds for disaster assistance will only be allocated from unencumbered funds or additional funds awarded through Florida Housing Finance Corporation for the disaster. Manufactured/mobile homes are not eligible. Home must be located in Flagler County.

**G. Rental Assistance**

Code 13, 23, 26

- a. Summary: Funds will be awarded to renters that are in need of assistance for: a) security and utility deposit assistance; b) eviction prevention not to exceed 6 months' rent; and/or c) rent subsidies for up to 12 months. To be eligible for rent subsidies, the household receiving assistance must be very low income and include at least one adult who is a person with special needs as defined in Section 420.0004, F.S. or homeless as defined in Section 420.621, F.S.

- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022



- c. Income Categories to be served: Very Low, Low
- d. Maximum award: Rent Assistance: \$6,000  
Eviction Prevention: \$3,000
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: Grant
  - 2. Interest Rate: N/A
  - 3. Years in loan term: N/A
  - 4. Forgiveness: N/A
  - 5. Repayment: N/A
  - 6. Default: N/A
- f. Recipient Selection Criteria: Applicants will be assisted on a first-qualified, first-served basis.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Home must be located in Flagler County. Case management will be provided by the Flagler County Social Services Department or referred to community social service agencies as needed. In addition:
  - 1) Applicants must go through an assessment provided by staff to determine likelihood of housing sustainability and stabilization once assistance period runs out.
  - 2) A formal lease agreement must be executed by landlord and tenant.
  - 3) Assistance will be provided directly to the housing provider as part of a lease agreement.
  - 4) Recipients of other ongoing rental assistance such as Housing Choice Voucher, or former Section 8 program, may only be considered eligible for security deposits.

<b>H. Rental Development</b>	<b>Code 14, 21</b>
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- |    |  |
|----|--|
| a. | Summary: Funds will be awarded to developers of affordable multifamily rental units that are awarded construction financing through other state or federal housing programs to construct or rehabilitate affordable rental units. This funding is intended to be used as gap financing required for the project. |
|----|--|
- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022
  - c. Income Categories to be served: Very low, low and moderate
  - d. Maximum award for total development:
    - \$50,000 for developments over 50 units
    - \$100,000 for developments with 50 units or less that include Special Needs units
  - e. Terms:



1. Repayment loan/deferred loan/grant: For for-profit developers, funds will be awarded as a loan secured by a recorded subordinate mortgage and note. For non-profit developers, funds will be awarded as a forgivable loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 15
4. Forgiveness: Non-profits, the loan is forgiven on a prorated basis beginning in year 6 so that 10% of the loan is forgiven annually from years 6 through 15.
5. Repayment: For-profits, the loan is due and payable at the end of the term unless the County negotiates an extended term to secure affordable rental units in the best interest of the County's residents.
6. Default: For all awards, a default will be determined as: sale, transfer, or conveyance of property; conversion to another use; failure to maintain standards for compliance as required by any of the funding sources. If any of these occur, the outstanding balance will be due and payable. Any payoff funds due to the County must be repaid within 180 days.

If the property is foreclosed on by a superior mortgage holder, the County will make an efforts to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

- f. Recipient Selection Criteria: All applicants for residence in SHIP-assisted units must meet income qualifications of the program as determined and reported by the developer or developer's management company for the development.
- g. Sponsor Selection Criteria: Developers will apply to the County through an RFQ process that is open year round. The RFQ will require proof of developer experience in providing affordable rental housing, proof of financial capacity, evidence of site control (or contract for sale), proof of ability to proceed once all funding is closed, and a housing unit design plan that meets the County's Housing Element in the Comprehensive Plan.

The County reserves the right to select developments that meet all the above requirements and:

- 1) Are in areas of immediate need due to lack of available units.
- 2) Propose to preserve and improve existing units.

All funding awards will be subject to closing on other funding sources.

- h. Additional Information: Developers will be required to meet compliance reporting requirements on the development necessary to meet the statutory requirements for monitoring of SHIP rental units. Development must be located in Flagler County.

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 02/19/2019

<b>Department</b>	Community Development	<b>Amount</b>	\$73,600.00
<b>Item Key</b>		<b>Account</b>	43000099-063000-66008
<b>Subject</b>	RESOLUTION 2019-XX APPROVING A CONTRACT WITH WELCH TENNIS COURTS, INC., FOR THE RESURFACING OF THE TENNIS CENTER COURTS		
<b>Background :</b> <b><u>UPDATE FROM THE FEBRUARY 12, 2019 WORKSHOP</u></b> This item was heard by City Council at their February 12, 2019 Workshop. There were no changes suggested to this item.			
<b><u>ORIGINAL BACKGROUND FROM THE FEBRUARY 12, 2019 WORKSHOP</u></b> The City of Palm Coast issued a public bid to request proposals from qualified installers to furnish the labor, materials, equipment, and services necessary to laser grade and resurface eight clay tennis courts at the Palm Coast Tennis Center. Preparation of courts and resurfacing shall include the following: Scarify, clean and treat court surfaces with algaecide, and remove and replace existing line tapes and nails. Add approximately 15 tons fast-dry clay material to each court placing the material with laser-guided equipment to provide a smooth even surface; Courts shall be rolled a minimum of twice after placement of fast dry material and once again after installation of new line tapes. Existing net posts shall be repainted and existing nets reinstalled.			
Staff requested proposals for resurfacing of (8) clay tennis courts (ITB-CD-19-25). Three (3) proposals were received on January 10, 2019. The proposals were evaluated by staff according to specifications (cost, experience with similar projects, company background, experience with hydrogrid clay courts and references). There were three responses received of which Welch Tennis was deemed the low bidder and the most responsive and responsible. The two higher bids did not meet the qualifications of being a Certified Tennis Court Builder with American Sports Builders Association (ASBA) which was a requirement of the Scope of Work. Welch Tennis is Certified by ASBA. Staff recommends awarding the contract to Welch Tennis Courts, INC., to provide these services. The estimated cost for this project will be \$73,600.00 and is budgeted for under the Capital Project funds.			
<b>SOURCE OF FUNDS WORKSHEET FY 2019</b>			
<b>Park Renovations- 43000099-063000-66008</b>		<b>\$ 925,000.00</b>	
Total Expenses/Encumbered to date		\$116,858.82	
Pending Work Orders/Contracts		\$	
Current Contract		<u>\$ 73,600.00</u>	
<b>Balance</b>		<b>\$ 734,541.18</b>	
The notice of intent to award and the project bid overview are attached to this agenda item.			
<b>Recommended Action:</b> Adopt Resolution 2019-XX approving a contract with Welch Tennis Courts, Inc., for the resurfacing of the tennis center courts.			

**RESOLUTION 2019-  
RESURFACING  
TENNIS CENTER COURTS**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A CONTRACT WITH WELCH TENNIS COURTS, INC., FOR THE RESURFACING OF THE TENNIS CENTER COURTS; 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**, Welch Tennis Courts, Inc., desires to contract with the City of Palm Coast, for the resurfacing of the tennis center courts; and

**WHEREAS**, the City Council of the City of Palm Coast desires to contract with Welch Tennis Courts, Inc., for the above referenced services.

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

**SECTION 1. APPROVAL OF CONTRACT.** The City Council hereby approves the terms and conditions of a contract with Welch Tennis Courts, Inc., for the resurfacing of the tennis center courts, 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 19th day of February 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

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

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

Attachment: Exhibit A –Welch Tennis Courts, 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:** ITB-CD-19-25 - Resurfacing of Clay Tennis Courts

**Date:** 1/10/2019

**Appeal Deadline:** Appeals must be filed by 5:00 PM on Click or tap to enter a date.

Firm	Bid
Welch Tennis Courts, Inc. Sun City, FL	\$73,600.00
Premier Surface Solutions Inc. Tallahassee, FL	\$83,420.00
Sport Surfaces LLC West Palm Beach, FL	\$103,475.00

The intent of the City of Palm Coast is to award ITB-CD-19-25 to Welch Tennis Courts, Inc.

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

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





# ITB-CD-19-25 - Resurfacing of Clay Tennis Courts

## Project Overview

Project Details	
Reference ID	ITB-CD-19-25
Project Name	Resurfacing of Clay Tennis Courts
Project Owner	Kelly Downey
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	<p>The City of Palm Coast requests proposals from qualified installers to furnish the labor, materials, equipment, and services necessary to laser grade and resurface 8 clay tennis courts at Palm Coast Tennis Center located at 1250 Belle Terre Parkway, Palm Coast. Preparation of courts and resurfacing shall include the following. Scarify, clean and treat court surfaces with algaecide, and remove and replace existing line tapes and nails. Add approximately 15 tons fast-dry material to each court placing the material with laser-guided equipment to provide a smooth even surface. Courts shall be rolled a minimum of twice after placement of clay fast dry material and once again after installation of new line tapes. Existing net posts shall be repainted and existing nets reinstalled. Proposers shall furnish their own dumpster to be placed nearby at a location determined by the Owner.</p>
Open Date	Dec 26, 2018 8:00 AM EST
Intent to Bid Due	Jan 10, 2019 2:00 PM EST
Close Date	Jan 10, 2019 2:00 PM EST



Awarded Suppliers	Reason	Score
Welch Tennis Courts, Inc.		100 pts

## Seal status

Requested Information	Unsealed on	Unsealed by
Pricing	Jan 10, 2019 2:05 PM EST	Kelly Downey
Forms Qualifications, 1, 2, 3, & 4	Jan 10, 2019 2:05 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	Jan 10, 2019 2:06 PM EST	No
Susan Knopf	Jan 10, 2019 2:49 PM EST	No



## Project Criteria

Criteria	Points	Description
Forms Qualifications, 1, 2, 3, & 4	Pass/Fail	Forms 1, 2, 3, & 4
Technical Review	Pass/Fail	Technical Review
Pricing	100 pts	Pricing
<b>Total</b>	<b>100 pts</b>	



## Scoring Summary

### Active Submissions

	Total	Forms Qualifications, 1, 2, 3, & 4	Technical Review	Pricing
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	/ 100 pts
Welch Tennis Courts, Inc.	100 pts	Pass	Pass	100 pts (\$73,600.00)
Premier Surface Solutions Inc	88.23 pts	Pass	Fail	88.23 pts (\$83,420.00)
Sport Surfaces LLC	71.13 pts	Pass	Fail	71.13 pts (\$103,475.00)

## City of Palm Coast, Florida Agenda Item

Agenda Date : 02/19/2019

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	6052	<b>Account</b>
		<b>#</b>
<b>Subject</b>	RESOLUTION 2019-XX APPROVING A RIGHT-OF-WAY ACQUISITION WITH PALM COAST RE LLC FOR THE OLD KINGS ROAD N WIDENING PROJECT	
<b>Background :</b> <b><u>UPDATE FROM THE FEBRUARY 12, 2019 WORKSHOP</u></b> This item was heard by City Council at their February 12, 2019 Workshop. There were no changes suggested to this item.  <b><u>ORIGINAL BACKGROUND FROM THE FEBRUARY 12, 2019 WORKSHOP</u></b> This is the final Right-of-Way acquisition for Phase II for the Old Kings Road N Widening project. Acquisition of this Right-of-Way (ROW) from Palm Coast RE LLC is necessary for the planned widening of the existing pavement to accommodate drainage improvements and driveway connections. The cost of \$9,200 for this ROW acquisition is funded by FDOT.  City staff recommends approval of this acquisition to facilitate the construction of the proposed improvements and in order to meet the funding cycle deadline requirements by FDOT.		
<b>Recommended Action :</b> Adopt Resolution 2019-XX approving a Right-of-Way acquisition with Palm Coast RE LLC for the Old Kings Road N Widening Project		

**RESOLUTION 2018-\_\_\_\_**  
**OLD KINGS ROAD NORTH**  
**WIDENING PROJECT**  
**PALM COAST RE LLC**

**A RESOLUTION OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A PURCHASE AND OFFER AGREEMENT FROM PALM COAST RE LLC, FOR THE OLD KINGS ROAD NORTH WIDENING PROJECT; AUTHORIZING THE CITY MANAGER OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTATION AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS,** the City desires to obtain an easement from Palm Coast RE LLC for the aforementioned project; and

**WHEREAS,** the City and Palm Coast RE LLC desire to enter into a Purchase and Offer contract for a temporary construction easement for the Old Kings Road North widening project.

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

**SECTION 1. APPROVAL OF THE AGREEMENTS.** The City Council of the City of Palm Coast hereby approves the terms and conditions of a purchase and offer agreement for a temporary construction easement with Palm Coast RE LLC, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 19<sup>th</sup> of February 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

Attachments: Palm Coast RE LLC Easement Agreement

# OFFER AND PURCHASE AGREEMENT

575-030-07  
RIGHT OF WAY  
OGC - 08/07  
Page 1 of 2

ITEM/SEGMENT #: 415964-1  
STATE ROAD #: N/A  
COUNTY: Flagler  
PARCEL #: 706

**Seller:** Palm Coast RE, LLC

**Buyer:** City of Palm Coast, Florida

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

## I. Description of Property

(a) Real property described as: Parcel No 706 (Sketch and Legal description attached).

(b) Real Estate Purchased: 1,530 sq ft Temporary Construction Easement

(c) Buildings, structures, fixtures, and other improvements: N/A

(d) Personal Property: N/A

(e) Outdoor advertising structure(s) permit number(s): N/A

Building, structures, fixtures and other improvements owned by others: N/A

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

## II. Purchase Price

### (a) Real Property

Land	1. \$	8,200.00
Improvements	2. \$	0.00
Real Estate Damages (Severance/Cost-to-Cure)	3. \$	0.00

Total Real Property	4. \$	8,200.00
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(b) Total Personal Property	5. \$	0.00
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### (c) Fess and Costs

Attorney Fees	6. \$	1,000.00
Appraiser Fees	7. \$	0.00
_____ Fee(s)	8. \$	0.00

Total Fees and Costs	9. \$	1,000.00
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(d) Total Business Damages	10. \$	0.00
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(e) Total of Other Costs	11. \$	0.00
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List: \_\_\_\_\_

<b>Total Purchase Price (Add Lines 4,5,9,10 and 11)</b>	\$	9,200.00
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(f) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing	\$	9,200.00
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(g) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession	\$	0.00
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## III. Conditions and Limitations

(a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.

(b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.

(c) Seller shall maintain the property described in **Section I** of the agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.

(d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.



- (e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Seller agrees that the real property described in **Section I** of the agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (g) Seller and Buyer agree that a real estate closing pursuant to the terms of the agreement shall be contingent upon delivery by Seller of an executed Public Disclosure affidavit in accordance with **Section 286.26, Florida Statutes**.
- (h) Seller and Buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other: Purchase price includes settlement of all property value, business damages, severance damages, attorney's fees, expert fees and costs. City agrees to assist Seller with proper permitting of any business signs on the subject property.

#### IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

#### V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

\_\_\_ There is an addendum to this agreement. Page \_\_\_ is made a part of the agreement.

\_\_\_ There is not an addendum to this agreement.

**VI.** Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711(2), Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of the agreement.

**Seller(s)**

  
\_\_\_\_\_  
Signature Date  
Ben Atkins 2/5/19  
Type or Print name under signature Date

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Type or Print name under signature Date

**Buyer**

City of Palm Coast, Florida

BY: \_\_\_\_\_

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Type or Print name under signature

#### VII. Final Agency Acceptance

The Buyer has granted Final Agency Acceptance this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

\_\_\_\_\_  
Type or Print name under signature

This document delivered by \_\_\_\_\_

Date

This document received by \_\_\_\_\_

Date

Prepared by:  
R. Michael Peel, P.E.  
City of Palm Coast  
160 Lake Avenue  
Palm Coast, FL 32164

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

**NOTE TO CLERK: This easement is given under the threat of condemnation or is part of an out-of-court settlement of condemnation proceedings and is therefore exempt from documentary stamp tax. See Rules 12B-4.013(4) and 12B-4.014(13), *Florida Administrative Code*.**

### **TEMPORARY CONSTRUCTION EASEMENT**

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between PALM COAST RE, LLC, whose address is 29 Old Kings Road ("Grantor") and the CITY OF PALM COAST, FLORIDA, a municipal corporation of the State of Florida, ("Grantee") whose address is 160 Lake Avenue, Palm Coast, FL 32164.

#### **WITNESSETH:**

WHEREAS, Grantor is the owner of that certain real property located at 24 Old King's Road, Palm Coast, Flagler County, Florida, Tax ID Number \_\_\_\_\_, and more particularly described in \_\_\_\_\_ and incorporated herein by reference (the "Grantor's Property"); and

WHEREAS, Grantee seeks an easement for a portion of the Grantor's Property more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Easement Area"); and

WHEREAS, the parties desire to set forth the terms and conditions under which Grantee will be permitted to enter, occupy, and use the Grantor's Property.

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

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Grant of Easement and Purpose.** Grantor hereby grants to Grantee, its employees, contractors, and agents a temporary construction easement to occupy and use the Easement

Area subject to the terms and conditions hereof. The Easement Area may be occupied and used by Grantee solely for sloping, grading, tying in, harmonizing and reconnecting existing features, including driveway connections, of the Grantor's Property with the roadway improvements which are to be constructed together with incidental purposes related thereto during the period beginning with the date of construction start, and continuing until completion of the transportation project, or December 31, 2025, whichever date shall occur first ("Term").

3. Construction and Maintenance. Grantee shall bear the entire cost and expense of any construction, repair, alteration, replacement or removal activities performed within the Area of the Easement Agreement. The Grantee shall also, at Grantee's cost and expense, restore, to the extent practical, areas within the Easement Area to the condition which existed prior to any such construction, repair, alteration, replacement or removal activities, including but not limited to, revegetation, resodding, repaving, or removal of debris or dirt caused by or resulting from such activities.

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

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

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

7. Entire Agreement. The making, execution and delivery of this Easement by Grantor has not been induced by any representations, statements, warranties, or agreements other than those contained herein. This Easement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

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

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

WITNESSES:

Abigail L Ker  
(print)  
Eugene Rensch  
(print)

GRANTOR

By: [Signature]

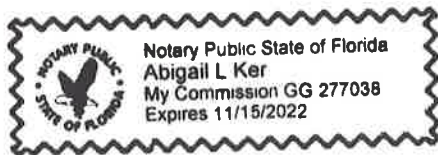
Print name: Ben Atkins

Title: Manager

Address: 24671 US HWY 19 N  
CLEARWATER, FL 33763

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 5TH day of FEBRUARY, 2019, by BEN ATKINS (check one) ☒ who is personally known to me or ☐ who produced \_\_\_\_\_ as identification.



Abigail L. Ker  
Notary Public – State of Florida  
Print Name: ABBY JOHNSTON KERR  
My Commission expires:

WITNESSES:

\_\_\_\_\_

(print)

\_\_\_\_\_

(print)

GRANTEE

CITY OF PALM COAST

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

Beau Falgout, Interim City Manager

ATTEST:

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

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Beau Falgout, Interim City Manager of the City of Palm Coast, Florida, who is personally known to me.

\_\_\_\_\_  
Notary Public – State of Florida

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

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

## City of Palm Coast, Florida Agenda Item

Agenda Date : 02/19/2019

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	6070	<b>Account</b>
		<b>#</b>
<b>Subject</b>	CALENDAR/WORKSHEET	
<b>Background :</b>		
<b>Recommended Action :</b>		



## Meeting Calendar for 2/20/2019 through 3/31/2019

**2/20/2019 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**2/26/2019 9:00 AM**

City Council Workshop  
City Hall

**2/28/2019 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

**3/5/2019 6:00 PM**

City Council  
City Hall

**3/6/2019 10:00 AM**

Code Enforcement Board  
City Hall

**3/8/2019 9:00 AM**

City Council Special Meeting-City Manager Search  
City Hall

**3/12/2019 9:00 AM**

City Council Workshop  
City Hall

**3/12/2019 5:00 PM**

Leisure Services Advisory Committee  
Palm Coast Community Center



## Meeting Calendar for 2/20/2019 through 3/31/2019

**3/19/2019 9:00 AM**

City Council  
City Hall

**3/20/2019 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**3/26/2019 9:00 AM**

City Council Workshop  
City Hall

**3/28/2019 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall



#	File #	Item	Title	Staff
			<b>SPECIAL Business Meeting 02/19/2019 @ 6:00 PM</b>	
1			SGR-City Manager Search	Thomas
			<b>Workshop 02/26/2019</b>	
1		Resolution	MSA - Removal of Solid Dried Calcium Carbonate Sludge- WTP #1	Adams/Roussell
2		Presentation	Citizen Survey Results	Bevan
			<b>Business 03/05/2019</b>	
1		Resolution	MSA - Removal of Solid Dried Calcium Carbonate Sludge- WTP #1	Adams/Roussell
2		Presentation	Citizen's Academy Graduates	Lane
3		Ordinance 1st	FLUM Lighthouse	Papa
4		Ordinance 1st	Rezoning Lighthouse	Papa
5		Ordinance 1st	PC Park FLUM	Papa
6		Ordinance 1st	PC Park Rezoning	Papa
7		Resolution	PC Park DRI Amendment	Papa
8		Ordinance 1st	Wellfield Grade Rezoning	Papa
9		Ordinance 2nd	Lighthouse Harbor Annexation	Papa
10		Appointment	Appointment to the BEAC	Smith
			<b>SPECIAL Business Meeting 03/07/2019 @ 9:00 am</b>	
			Interviews-City Manager Search	
			<b>SPECIAL Business Meeting 03/08/2019 @9:00 am</b>	
			Open interviews and selection of City Manager	
			<b>Workshop 03/12/2019</b>	
1		Presentation	Council Priority Update	Bevan
2		Ordinance	Animal Control amendment	Grossman
3		Resolution	Grand Haven CE Interlocal Agreement	Flanagan
			<b>Business 03/19/2019</b>	
1		Resolution	Audit Report	Alves
2		Ordinance 1st	Animal Control amendment	Grossman
3		Ordinance 1st	PC Park FLUM Rezoning	Papa
4		Ordinance 1st	Wellfield Grade Rezoning	Papa
5		Presentation	Sheriff's presentation	Staly
			<b>Workshop 03/26/2019</b>	
1		Presentation	SAP Evaluation 1	Bevan

2		Presentation	10 year CIP	Cote
			<b>Business 04/02/2019</b>	
1		Proclamation	Sexual Assault Awareness Month	Lane
2		Proclamation	National Crime Victims Rights Week	Lane
			<b>Workshop 04/09/2019</b>	
1		Presentation	Annual Investment	Alves
2		Presentation	SAP Evaluation 2	Bevan
			<b>Business 04/16/2019</b>	
1		Resolution	SAP adoption	Bevan
			<b>Future</b>	
1		Resolution	Annual Fire Inspection Fees	Alves
2		Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
3		Presentation	July 9 Council Priority Update	Bevan
4		Presentation	October 15 Council Priority Update Presentation	Bevan
5		Resolution	FEMA Generators	Blake/Kronenberg
6		Resolution	Whiteview Parkway Force Main Improvements	Blake/Kronenberg
7		Resolution	Pine Lakes Pkwy Forcemain and Lift Station Improvements	Blake/Kronenberg
8		Resolution	Equip 3 Wells and Raw Water Main, PH 3	Blake/Kronenberg
9		Resolution	WO WWTP Blair Castle Dr design project	Blake/Kronenberg
10		Resolution	Project Price is Right Incentive Agreement	Newingham