



# City of Palm Coast

## Agenda

### 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, March 26, 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**

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

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

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

#### **C ROLL CALL**

#### **D PUBLIC PARTICIPATION**

#### **E PRESENTATIONS**

- 1 PRESENTATION ON THE 10-YEAR CAPITAL IMPROVEMENT PROGRAM**
- 2 RESOLUTION 2019-XX APPROVING A CONTRACT AMENDMENT WITH BBI FOR PHASE II IMPROVEMENTS TO HOLLAND PARK AND RALPH CARTER PARK AND WORK ORDERS WITH S&ME AND JPA FOR CONSTRUCTION PHASE SERVICES**
- 3 PRESENTATION STRATEGIC ACTION PLAN EVALUATION PROCESS**

**4 RESOLUTION 2019-XX APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT WITH CP PERFORMANCE**

**5 ORDINANCE - AMENDING CHAPTER 2, ARTICLE IV, VOLUNTEER FIREFIGHTER RETIREMENT FUND**

**F WRITTEN ITEMS**

**6 RESOLUTION 2019-XX APPROVING A CONTRACT WITH HAZEN CONSTRUCTION, LLC, FOR THE CONSTRUCTION OF THE PUMP STATION 24-2 FORCE MAIN CROSSING PROJECT**

**7 RESOLUTION 2019-XX APPROVING A WORK ORDER WITH DANELLA CONSTRUCTION CORPORATION FOR FIBER CONNECTION FROM SR 100 TO WATER TREATMENT PLANT 2 (WTP2)**

**8 RESOLUTION 2019-XX APPROVING A WORK ORDER WITH ENGLAND, THIMS & MILLER, INC. FOR TRAFFIC ENGINEER CONSULTING SERVICES**

**9 RESOLUTION 2019-XX APPROVING PIGGYBACKING THE ST. JOHNS COUNTY CONTRACT WITH CHEMTRADE INC. FOR THE PURCHASE OF LIQUID ALUMINUM SULFATE**

**G PUBLIC PARTICIPATION**

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

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

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

**10 PRESENTATION ANNUAL REPORT**

**K ADJOURNMENT**

**11 CALENDAR AND WORKSHEET**

**12 ATTACHMENTS TO MINUTES**



## City of Palm Coast, Florida Agenda Item

Agenda Date: 3/26/2019

<b>Department Item Key</b>	Community Development	<b>Amount Account</b>
<b>Subject</b>	PRESENTATION ON THE 10-YEAR CAPITAL IMPROVEMENT PROGRAM	
<b>Background :</b> In preparation for the upcoming budget, the Infrastructure Team has prepared a 10-year Capital Improvement Program (CIP). The purpose of a 10-year CIP is to provide decision makers and the general public with a long-range view of upcoming projects. A 10-year perspective allows decision makers to identify project priorities and/or phasing.  The CIP was created consistent with current funding allocations. Included in the 10-year CIP, are utility, stormwater, transportation, parks and recreational, public safety and general government capital projects.		
<b>Recommended Action :</b> For presentation only.		

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 3/26/2019

<b>Department</b>	Community Development	<b>Amount</b>	\$
<b>Item Key</b>		<b>Account</b>	43000099-063000-66010
<b>Subject</b>	RESOLUTION 2019-XX APPROVING A CONTRACT AMENDMENT WITH BBI FOR PHASE II IMPROVEMENTS TO HOLLAND PARK AND RALPH CARTER PARK AND WORK ORDERS WITH S&ME AND JPA FOR CONSTRUCTION PHASE SERVICES		
<b><u>Background</u></b> <p>The City completed Phase 1 of Holland Park in June 2017. During this past year the design of the Phase 2 improvements was finalized. In addition, City Council directed staff to add dedicated pickleball courts to at least one other City Park. The Parks Team evaluated City Parks and identified an area at Ralph Carter Park for the addition of pickleball courts. The design team (S&amp;ME, Inc.) for Holland Park was hired to provide the design of the additional pickleball court design since it was already in their contract. The City has already contracted with BBI Construction Management (BBI) to provide construction management-at-risk services for both of these projects. During the preconstruction phase BBI assisted with finalizing the design &amp; construction drawings and established a Guaranteed Maximum Price for construction associated with both the Holland Park Phase 2 Improvements as well as the addition of pickleball courts at Ralph Carter Park.</p> <p>Holland Park, Phase 2 improvements include, but are not limited to:</p> <ul style="list-style-type: none"><li>• Playground Zones (Construction Zone, The Hammock)</li><li>• Splash Pad (The Spring and The Shore)</li><li>• Sports Lighting for Horseshoe, Volleyball, Tennis, Racquetball, Pickleball and Shuffleboard</li><li>• Bocce Ball Court Rehabilitation and New Covering</li><li>• Maintenance Building</li><li>• Renovation of Pavilion 3 Restrooms</li><li>• Picnic Pavilions</li></ul> <p>Note: The following items were in the original scope, but recommended for deletion due to budget constraints:</p> <ul style="list-style-type: none"><li>• Pickleball Courts (2)</li><li>• Racquetball Courts (3)</li><li>• Exercise Fitness Station Area</li></ul> <p>Ralph Carter Park:</p> <ul style="list-style-type: none"><li>• Pickleball courts (6): The original design was for 3 courts. Per City Council direction, the design was modified to provide maximum courts that could fit in area identified. The design was modified to provide 6 courts.</li></ul> <p>This agenda item includes three (3) related items for City Council consideration to accomplish Holland Park, Phase 2 and Ralph Carter Park pickleball courts.</p> <p><b><u>Construction Management-At Risk Contract Amendment</u></b></p> <p>BBI has completed its initial bidding and has developed a Guaranteed Maximum Price (GMP) that was almost \$2.6 million over budget for Holland Park and more than \$350,000 over budget for Ralph Carter Park. SM&amp;E, City staff, and BBI reviewed and modified the design, reviewed and</p>			

analyzed value engineering alternatives, and clarified bids to reduce the Holland Park GMP overage about 50% for consideration by City Council. Additional funding is available in the Capital Improvements Projects budget to cover the revised GMP amount.

This resolution authorizes the City Manager to execute a contract amendment with BBI to establish the GMP in the amount of (currently being finalized and will be provided at the workshop) as well as approving a 5% city contingency for construction in the amount of (currently being finalized and will be provided at the workshop). The existing construction management contract provides that BBI is AT-RISK to deliver this project within the GMP; so any cost overruns would be BBI's sole responsibility, not the City. Any cost savings would be shared by BBI and the City.

**Work orders with S&ME, Inc.**

The City contracted with S&ME, Inc. for the design of the playground and splash pad as well as pickle ball court design. This item includes two work orders with S&ME, in the amount of \$66,900.00, to provide Construction Phase Services for Holland Park Phase 2 Improvements as well as a Ralph Carter Park Pickle Ball Court Projects.

**Work order with JPA**

The City contracted with Joseph Pozzuoli Architect (JPA) for the design of the existing building renovations and new building structures. This item also includes a Work Order with JPA, in the amount of \$33,985.50, for Construction Phase Services for Holland Park Phase 2 Improvements.

GMP will be discussed with City Council at the workshop and the source of funds worksheet will be provided prior to the business meeting.

**Recommended Action :**

Adopt Resolution 2019-XX approving a contract amendment with BBI and work orders with S&ME and JPA for phase II improvements to Holland Park and Ralph Carter Park phase services.

**RESOLUTION 2019-\_\_\_\_**  
**HOLLAND PARK PHASE II**  
**AND RALPH CARTER PARK**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A CONTRACT AMENDMENT WITH BBI TO ESTABLISH A GMP AND TWO WORK ORDERS FOR CONSTRUCTION PHASE SERVICES FOR HOLLAND PARK PHASE II WITH S&ME, INC. AND JPA; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, BBI desires to provide construction phase services for Holland Park phase II for the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to have BBI, perform the above referenced services.

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

**SECTION 1. APPROVAL OF CONTRACT AMENDMENT AND WORK ORDERS.** The City Council hereby approves the terms and conditions of amendment #1 to the contract with BBI, establishing the guaranteed maximum price, and two work orders with S&ME, Inc. and JPA, for construction phase services for Holland Park phase II and Ralph Carter Park, as referenced herein and attached hereto as Exhibit "A."

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on the 2nd day of April 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

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

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

Attachment: Exhibit A –Amendment #1 to the contract with BBI

Approved as to form and legality

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

WORK ORDER # 1  
 PO #: \_\_\_\_\_



DATE: 03 / 20 / 20 19

Project Manager's Initials SK \_\_\_\_\_

SUPPLIER INFORMATION		BID DETAILS	
Name	Joseph Pozzuoli Architect	Project Title	Holland Park Phase II
Street	314 Moody Boulevard	Bid #	RFSQ-CD-CME-18-12
City, State, Zip	Flagler Beach, Fl 32136	City Council Approval date	2/06/2018

**TOTAL COST: \$33,985.50**

(must equal amount of Purchase Order)

1. **INCORPORATION BY REFERENCE** The provisions of the agreement dated 02 / 10 / 18 ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.

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

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

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

4. **SCHEDULE** (chose one): ☐ AS NEEDED BASIS ☒ SHALL BE COMPLETED BY - 6 / 20 / 20

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

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

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

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

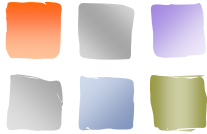
WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this 20 day of MARCH, 2019, for the purposes stated herein.

SUPPLIER APPROVAL

By: [Signature]  
 Print: JOSEPH D. POZZUOLI  
 Title: Architect / P.E.S.  
 Date: 3.20.19

CITY APPROVAL

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



# JOSEPH POZZUOLI ARCHITECT

AR 13178 ID 4843

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November 20, 2018

JPA Project No. 218102

City of Palm Coast  
Carl Cote  
Construction Management & Engineering Manager  
160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3748  
ccote@palmcoastgov.com

## RE: Holland Park Phase II: Construction Phase Services

Dear Carl,

We appreciate the opportunity to present this proposal to **City of Palm Coast** ("Client") to provide **Construction Phase Services** that are required for the development of this exciting Holland Park Phase II Design. This letter will serve as my firm's proposal and upon acceptance will become our agreement. Thank you for this opportunity to be your Architect for this creative venture.

Sincerely,  
Joseph Pozzuoli Architect

We at JPA envision projects thoroughly tailored to the functional necessities of our clients, all the while exhibiting a freshness of form and innovative design on the leading edge of both construction and environmental technologies (Building Green). Based upon our knowledge of the Architectural program requirements for this project, along with our knowledge of the Permitting process within the **City of Palm Coast, FL**, **Joseph Pozzuoli Architect** (JPA) are confident that with the cooperation of the project's other Consultants, your project goals can be met on time and on budget. Our clients take part in the design process and benefit from a range of services such as feasibility studies, contractor selection, construction management, site observation and interiors.

**Architecture Matters: Design, Create, Inspire.**  
"We're designing places where people want to be"

Services will commence promptly after the receipt of the executed Agreement and a \$ 0.00 deposit fee. The general provisions for this proposal are based on the applicable portions of General Provisions in the "Standard Form of Letter Agreement between Owner and Architect for Professional Services" as prepared by the American Institute of Architects. This proposal, the attached Exhibit "A" through "C", and the said general provisions represents the entire understanding between **City of Palm Coast** and **JPA** and may only be modified in writing signed by both parties. This proposal will be open for acceptance for 60 days, unless changed by JPA in writing. We look forward to getting started on this effort. Please telephone if you have questions relative to our proposal. If the above terms and conditions were acceptable to you, a signed return copy for our files and a retainer would be required to start work on this project.

**ARCHITECTURE \* PLANNING \* INTERIORS**

**314 Moody Boulevard \* Flagler Beach, FL 32136 \* P: 386.439.5650 \* F: 386.439.5651**  
\* **www.jpafloida.com** \*

November 20, 2018

JPA Project No. 218102

City of Palm Coast  
Carl Cote  
Construction Management & Engineering Manager  
160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3748  
ccote@palmcoastgov.com

RE: **Holland Park Phase II: Construction Phase Services**

Sincerely,

**Joseph Pozzuoli Architect**



**Joseph D. Pozzuoli, AIA, ID, ICAA**  
Principal

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Attachments:	<b>Exhibit "A"</b>	<b>Scope of Professional Services .....</b>	<b>1-5</b>
	<b>Exhibit "B"</b>	<b>Schedule of Hourly Rates and Other Charges .....</b>	<b>6</b>
	<b>Exhibit "C"</b>	<b>Standard Provisions .....</b>	<b>7-10</b>

Accepted and granting authority to proceed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

The undersigned, \_\_\_\_\_, is authorized to sign this Agreement on behalf of

**City of Palm Coast and Joseph Pozzuoli Architect** may rely on his/her representations.

By: \_\_\_\_\_  
**Carl Cote - Owner Representative**

Title: Client

**\*\*Note\*\*** Unsigned proposals are considered to be accepted in full if notified by phone or email to proceed with Architectural and Engineering Services

cc File  
JDP/lis- G1\_11.20.18 /218102

JPA\_\_\_\_\_ CLIENT\_\_\_\_\_



**EXHIBIT "A"**  
To the Letter Agreement Between  
**City of Palm Coast**  
and  
**Joseph Pozzuoli Architect**  
For  
**Holland Park - Phase II – Construction Phase Services**  
November 20, 2018

**SCOPE OF PROFESSIONAL SERVICES**

Holland Park PH II – Construction Phase Services requested per an email dated October 12, 2018 from Susan Knopf at the City of Palm Coast.

**Scope of Work**

**Construction Phase Services – "Tasks"**

- Shop drawing and submittal reviews.
- Review of CM pay applications.
- Response to all RFI's during the Construction Phase.
- Monthly site visits (total of 12) during the construction phase to verify level of progress for CM pay applications.
- Substantial Completion walk through and report.
- Review and approve CM provided As-Builts.

**Fee Proposal:**

We propose the following: *Lump Sum Not to Exceed Fee = \$ 33,985.50 Construction Phase Services.*

- Monthly Draws based on Tasks Completed – Track Time.
- MEP Engineering Shop Drawing Review / RFI's / (2) Site Visits included.
- JPA – Principal and Project Architect included.
- JPA – Administration and CAD clarifications included.
- Mileage costs, reproduction costs & other reimbursables are included within the fee structure below.

**\*Additional site visits: Travel time, site visit, field report = at contracted rates.**

**Break Down: Not to exceed \$33,985.00**

**Note: Architects discretionary discount for typical hourly rates quoted - \$75.50/hr.**

**Architectural**

Shop Design Review – 96 hrs. =	\$ 7,248.00
Review of CM pay applications – 20 hrs. =	\$ 1,510.00
RFI's – 40 hrs. =	\$ 3,020.00
Site Visits – 96 hrs. =	\$ 7,248.00
Substantial Comp. Walkthrough and Report – 16 hrs. =	\$ 1,208.00
<u>Review &amp; Approve CM As-Builts – 8hrs. =</u>	<u>\$ 604.00</u>
Total hrs. 276 x \$75.50 =	<b>\$20,838.00 Subtotal Architectural</b>

**MEP**

Shop Drawings – 32 hrs. =	\$ 2,416.00
RFI's – 25 hrs. =	\$ 1,887.50
Site Visits (2) @ 4 hrs. ea = 8 hrs @ \$75.50 =	\$ 604.00
MEP Total Hrs. 65	\$ 4,907.50

**JDP**

Principal's T & M – 80 hrs. =	\$ 6,040.00
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**Administration JPA**

40 hrs. @ 55.00/ hr. =	\$ 2,200.00
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Total hrs. 145 x \$75.50, 40 x \$55.00 =	<b>\$13,147.50 Subtotal MEP, JDP, &amp; Admin</b>
	<b>\$33,985.50 Total for JPA CA</b>

**Note:** Architects discretionary discount for typical hourly rates quoted - \$75.5/hr.

**Phase Four - Construction Contract Administration**

In this phase JPA will assist the General Contractor in providing administration of the construction contract as contained in the latest edition of The American Institute of Architects document. General Conditions – Articles 1 thru 14.

- Review of shop drawings and other submissions from the contractor.
- Appropriate interval visits to the site to determine in general if the work is proceeding in conformance with the construction documents.
- Preparing Change Orders.
- Reviewing contractors Application for Payment and issuing Certificates of Payment.
- Determine Substantial and Final completion.

**Additional Services**

Upon Owners request, the following can be provided at an hourly rate – Unless Noted Otherwise:

Interior Design, DRC Approvals, Site Plan Approvals, City/County Commission Approvals, Civil Engineering, Landscaping, Irrigation, Rezoning, Comprehensive plan amendment, variances, special exceptions, etc. Permit Fees, ~~construction contract administration~~, application fees, soil borings, surveying, testing services, special inspector services, ~~shop drawing reviews~~, ~~construction cost budgeting~~, Civil Engineering certifications, fire sprinkler drawings or calculations, parking layout, etc. storm water management system and drainage, drainage calculations and approvals from the DEP design, environmental assessments, concurrency reservation application, traffic engineering or studies, tree mitigation, ~~bidding assistance~~, any taxes, fees, bonds, permitting services, design services and documentation required for LEED certification, design services commonly referred to "BIM", use of Revit, or other specialized software, multiple or alternate system designs other than as discussed herein "~~Record Drawings~~", as-built documentation, design updates necessary to accommodate building code revisions which would be unreasonable to expect to be anticipated at the onset of design, and any services not specifically included in the scope of services.

**Joseph Pozzuoli Architect** will execute reasonable care and professional skill in preparation and execution of the documents according to this agreement, but does not guarantee perfect or flawless judgment.

A survey must be provided in paper format and/or electronic format which accurately identifies all above ground improvements within the project site.

Additional work not specifically outlined within the scope of services listed above is to be charged on an hourly rate based on the attached Exhibit "B". These rates will be in effect for at least one year from contract date. The monthly carrying charge will be at 1.55%. The above does not include any surveying fees, soil testing fees, permitting fees, out of pocket expenses, all of which will be billed at their respective cost.

JPA shall invoice the Client at the beginning of the month for all reimbursable expenses and work performed during the proceeding month. Invoices shall be paid within thirty (30) days of receipt of invoice. In the event that an invoice is not paid in full within sixty (60) days, JPA reserves the right to stop all work and claim of lien as authorized by Florida's Construction Lien Law, and notify the Client. Client also agrees to pay any costs associated with collections of outstanding invoices including reasonable attorney's fees.

Additional consultants or additional services by consultants, photocopies, postage, express mail, courier services, out-of-town travel - @ \$0.55/mile, and other miscellaneous costs will be reimbursable at actual cost.

Payment requirements for services rendered are outlined in the attached Exhibit "C". Client will be billed for the work performed and expenses incurred based on Exhibit "A". Payment for any "Additional Services", work not specifically described in Exhibit "A", will be billed as the number of hours spent on the work and under the fee schedule of Exhibit "B". At your written request, we will provide you with an estimated fee for performing the additional services and make such work subject to all the terms and conditions of this Agreement.

JPA shall furnish (6) sets of final approved signed and sealed drawings as part of the lump sum price. Additional blueprints & plots will be invoiced with an additional charge of 1.5 times the cost of any printing company invoices paid by JPA. . In house printing will be invoiced at \$3.50 dollars per sheet (24"x36"), \$5.10 per sheet (30 x 42"), and \$1.75 per sheet (11" x 17").

**EXHIBIT “B”**  
To the Letter Agreement Between  
**City of Palm Coast**  
and  
**Joseph Pozzuoli Architect**  
For  
**Holland Park - Phase II – Construction Phase Services**  
November 20, 2018

**SCHEDULE OF HOURLY RATES AND OTHER CHARGES**

<b><u>DESCRIPTION</u></b>	<b><u>UNIT</u></b>	<b><u>AMOUNT</u></b>
Principal	Hour	\$ 185.00
Project Consultant/PE	Hour	\$ 155.00
Project Architect	Hour	\$ 135.00
Project Manager	Hour	\$ 100.00
CAD Operator/ Manager	Hour	\$ 90.00
Engineer Tech	Hour	\$ 85.00
Administration/ Clerical	Hour	\$ 55.00
Out of Pocket Expense	Expense	1.5x
Deposition/Court Testimony	Hour	\$ 275.00
Colored Renderings	24” x 36”	\$ 1,500.00 (min.)
	30” x 42”	\$ 2,000.00 (min.)
Graphic Design	Hour	\$ 130.00
Interior Design	Hour	\$ 130.00
Feasibility Studies	Hour	\$ 150.00
Finance Charge on Past Due Account	Balance	See Exhibit “C”

\* The above unit rates are in effect as of January 1, 2018 and will be subject to an increase anytime after one year from that date.

**EXHIBIT "C"**  
To the Letter Agreement Between  
**City of Palm Coast**  
and  
**Joseph Pozzuoli Architect**  
For  
**Holland Park - Phase II – Construction Phase Services**  
November 20, 2018

**JOSEPH POZZUOLI ARCHITECT STANDARD PROVISIONS**

**1. JPA Scope of Services**

JPA's undertaking to perform professional services and prepared documents necessary to obtain approvals by the applicable permitting agencies for the services specifically described in this Agreement. However, if requested by the Client and agreed to by JPA, JPA will perform additional services ("Additional Services") hereunder. JPA is also authorized, but not required, to perform Additional Services for services deemed appropriate by JPA in response to emergencies, unanticipated actions by the Client contractors, revised regulations, or requirements of authorities, if advance authorization cannot be obtained. JPA will notify the Client as soon as practical of the inception of such Additional Services.

**2. Client's Responsibilities**

In addition to other responsibilities described herein or imposed by law, the Client shall:

- a. Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- b. Arrange for access to the site and other private or public property as required for JPA to provide its services.
- c. Review all documents or oral reports presented by JPA and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of JPA.
- d. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of JPA's services.
- e. Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or JPA may reasonably request.
- f. Give prompt written notice to JPA whenever the Client becomes aware of any development that affects the scope and timing of JPA's services or any defect or noncompliance in any aspect of the project.
- g. Bear all costs incident to the responsibilities of the Client.

**3. Period of Services**

Unless otherwise stated herein, JPA will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of services. Times for performance shall be extended as necessary for delays or suspensions due to any circumstances that JPA does not control. Such a delay or suspension shall not terminate this Agreement unless JPA elects to terminate pursuant to other provisions of this Agreement. If such delay or suspension extends for more than six months (cumulatively) for reasons beyond JPA's control, the various rates of compensation provided for this Agreement shall be renegotiated.

If the services covered by this agreement have not been completed within 24 months from the date that this contract was signed by both parties, through no fault of JPA or the design team, JPA compensation for the incomplete portion of the work shall be on a time and materials basis billed at the hourly rate of \$300.00 per hour.

**4. Compensation for Additional Services**

Unless otherwise agreed to in writing, the Client shall pay JPA for the performance of any Additional Services as amount based-upon JPA's current hourly rates plus an amount to cover certain direct expenses including in –house duplicating and blueprints, local mileage, telephone calls, electronic messaging, postage, and word processing. Other direct expenses will be billed at 1.5 times cost.

**5. Method of Payment**

Compensation shall be paid to JPA in accordance with the following provisions:

- a. Invoices will be submitted by JPA to the Client per Exhibit "A". Payment of each invoice will be due within 25 days of receipt. The Client shall also pay to JPA all taxes, if any, whether state, local, or federal, levied with respect to amounts paid hereunder. JPA shall be compensated in U.S. dollars. Interest will be added to accounts after 25 days at 1.5% per month. If the Client fails to make any payment due JPA for services and expenses within 30 days after JPA's transmittal of its invoice, JPA may, after giving 7 days written notice to the client, suspend services under this agreement until all amounts due are paid in full.
- b. If the Client objects to an invoice, it must advise JPA in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.
- c. If JPA initiates legal proceedings to collect payment, the prevailing party shall be entitled to payment by the other party of all reasonable cost, charges and expenses, including reasonable attorneys' fees relating to such action through all levels of proceedings, expended or incurred in connection therewith by the prevailing party.
- d. The Client agrees that the payment for services rendered and expenses incurred by JPA pursuant to this Agreement is not subjected to any contingency or condition.

**6. Use of Documents**

All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by JPA are related exclusively to the services described in this Agreement. Any modifications made by the Client to any of the JPA's documents, or any partial use or reuse of the documents without written authorization or adaptation by JPA will be at the Client's sole risk and without liability or legal exposure to JPA, and the Client shall indemnify, defend and hold the Construction harmless from all claims, damages, losses and expenses, including but not limited to attorney's fees, resulting there from. Any authorization or adaptation will entitle JPA to further compensation at rates to be agreed upon by the Client and JPA.

**7. Opinions of Cost**

Because JPA does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. JPA cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the client wishes great assurance as to the amount of any cost, it shall employ an independent cost estimator. JPA's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

**8. Termination**

The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice. In the event of any termination, JPA shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by JPA as a result of such termination. If JPA's compensation is a fixed fee, the amount payable for services will be proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by JPA, to the total amount of services which were to have been performed, less prior partial payments.

**9. Insurance**

JPA is protected by Professional liability insurance for E & O and will exchange certificates of insurance upon request. If the Client directs JPA to obtain increased insurance coverage, or if the nature of JPA's activities requires additional insurance coverage, JPA will take out such additional insurance, if obtainable, at the Client's expenses. Following is a summary of JPA's insurance coverage:

- a. Professional Liability coverage in the amount of \$ 1,000,000.00 for each occurrence with \$1,000,000.00 general aggregate.
- b. General Liability Insurance coverage in the amount of \$ 1,000,000.00 for each occurrence with \$2,000,000.00 general aggregate.

**10. Liability**

In performing its professional services, JPA will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by JPA's undertaking herein or its performance of services, and it is agreed that JPA is not a fiduciary with respect to the client. JPA agrees that during the period in which an action otherwise could be brought against it JPA will hold the Client harmless from loss, damage, injury, or liability arising directly and solely from the negligent acts or omissions of JPA, its employees, agents, subcontractors and their employees and agents but only to the extent set forth as follows. To the fullest extent of the law, and notwithstanding any other provisions of this Agreement, the total liability, in the aggregate of JPA and JPA's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of JPA's or JPA's officers, directors, employees, agents, and subconsultants, shall not exceed the total compensation received by JPA under this Agreement or \$25,000.00 whichever is greater. Under no circumstances shall JPA be liable for lost profits or consequential damages, for extra costs or other consequences due to change conditions or for costs related to the failure of contractors to perform work in accordance with the plans and specifications.

ANY CLAIM FOR CONSTRUCTION DEFECTS IS SUBJECT TO NOTICE AND CURE PROVISIONS OF CHAPTER 588, FLORIDA STATUTES.

**11. Certifications**

Guarantees and Warranties: JPA shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence JPA cannot ascertain.

**12. Expenses of Litigation**

If litigation or arbitration related to the services performed is initiated against JPA by the Client, its contractors, or subcontractors, the prevailing party shall be entitled to payment by the other party of reasonable cost, charges and expenses, including attorney's fees relating to such action through all levels of proceedings, expended or incurred in connection therewith by the prevailing party.

**13. Dispute Resolution**

All claims by the either party arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by the Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

**14. Hazardous Substances and Conditions**

Unless stated in the scope of services, it is agreed that the Client does not request JPA to perform any services or to make any determinations involving hazardous substances or conditions, as defined by federal or state law.

**15. Construction Phase Services**

- a. If JPA's services include the preparation of documents to be used for construction, JPA shall not be responsible for any interpretation of the intent of its documents if it is not retained and paid for periodic site visits. If JPA is contracted to perform inspections, it is JPA's responsibility to report and inform Client of contractor's progress of work and standard workmanship.
- b. JPA shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall JPA have any authority or responsibility to stop or direct the work of any contractor. JPA's visit will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by JPA. JPA neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.  
The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its mean and methods; that the contractor shall indemnify the
- c. Client and JPA for all claims and liability arising out of job site accidents; and that the Client and JPA shall be made additional insured under the contractor's general liability insurance policy.

**16. Assignment and Subcontracting**

This Agreement gives no rights or benefits to anyone other than the Client and JPA and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and JPA. Neither the Client nor JPA shall assign or transfer any rights under or interest in this Agreement without the written consent of the other. However, nothing herein shall prevent or restrict JPA from retaining independent professional associates, subconsultants, and suppliers as JPA may deem appropriate.

**17. Confidentiality**

The Client consents to the use and dissemination by JPA of photographs of the project and to the use by JPA of facts, data and information obtained by JPA in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, JPA shall use reasonable care to maintain the confidentiality of that material.

**18. Miscellaneous Provisions**

This Agreement is to be governed by the law of the State of Florida. This Agreement shall bind, and the benefits, thereof shall inure to, the parties hereto, their legal representatives, executors, administrators, successors and assigns. This Agreement contains the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. This agreement can be supplemented or amended only by a written document executed by both parties. Any provisions in this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**19. Ownership of Design**

All parties acknowledge and agree that all designs contemplated by or created pursuant to this agreement are instruments of service and shall remain the sole property of JPA. This agreement and fees quoted are for a single licensed use by the Client of the building plans and other documents created. JPA hereby grants to Client a license to use the building plans and other documents created under this agreement after payment in full is received of all fees and expenses. Any use of the plans, other than the single license use thereof, shall not be permitted without the advance, written consent of JPA.

**20. NOTWITHSTANDING any paragraph of this Letter Agreement, pursuant to Florida Statute Section 588.0035, as that statute may now exist or hereafter amended, an individual, employee, or agent of the Architect may not be held individually liable for negligence.**



WORK ORDER # 1  
 PO #: \_\_\_\_\_



DATE: 3 / 19 / 20 19

Project Manager's Initials SK

SUPPLIER INFORMATION		BID DETAILS	
Name	S&ME	Project Title	Holland Park Phase II
Street	1615 Edgewater Drive, Ste 200	Bid #	RFQ-CD-CM-14-05
City, State, Zip	Orlando, FL 32804	City Council Approval date	05/20/2014

TOTAL COST: \$ 55,200.00  
 (must equal amount of Purchase Order)

1. **INCORPORATION BY REFERENCE** The provisions of the agreement dated 06 / 27 / 2014 ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.

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

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

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

4. **SCHEDULE** (chose one): ☐ AS NEEDED BASIS ☒ SHALL BE COMPLETED BY - 04 / 05 / 20 19

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

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

\_\_\_\_\_

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

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

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

**SUPPLIER APPROVAL**

By: Carrie E. Read  
 Print: Carrie E. Read  
 Title: Project Manager  
 Date: 3/21/19

**CITY APPROVAL**

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



November 9, 2018  
*Revised: February 25, 2019*

Mr. Carl Cote  
Construction Management & Engineering Manager  
City of Palm Coast  
160 Lake Avenue  
Palm Coast, FL 32164

Reference:      Proposal for Construction Phase Services  
                     **Holland Park – Phase II**  
                     **Palm Coast, Florida**

Dear Mr. Cote:

S&ME, Inc. (S&ME) appreciates the opportunity to submit this proposal for construction phase services for the referenced project. This proposal is based on an email dated October 12, 2018 from Susan Knopf outlining the scope of work requested by the City for construction phase services. This proposal provides a brief discussion of our understanding of the project, our proposed scope of work, and our associated fees.

This proposal is solely intended for the services described below. Use of this proposal and resulting documents, including the final deliverables, is limited to the above referenced project and client. No other use is authorized by S&ME, Inc.

## ◆ PROJECT INFORMATION

The Scope of Work includes Construction Phase Services for all Phase II elements including interactive water features, splash pad equipment, splash pad surfacing, play equipment, rubber surfacing, synthetic turf playground surfacing, picnic pavilions, a custom mound tunnel feature, a pergola with bench swings, hardscape and landscape areas as well as associated site furnishings

## ◆ Scope of Services

### Task 1 – Construction Phase Services

Design team involvement during the construction phase can help to resolve issues that may arise, clarify contractor questions and provide oversight for material selections during construction observation site visits.



### **Task 1.1: Landscape Architecture**

As part of this task, S&ME will:

- Review shop drawings for site improvements. All submittals must be submitted and approved by CM prior to review and approval by S&ME.
- Coordinate contractor questions and RFI responses. All RFIs must be submitted in writing to the City and CM prior to review and response by S&ME.
- Coordinate contractor questions and responses with sub consultants and vendors as necessary to preserve overall design intent of the project.
- Perform twelve (12) monthly site visits to observe construction progress and/or meet with the Client and Contractor. Each site visit will include an observation report and associated site photos in PDF format sent to the Owner and Contractor.
- Perform a Final Walkthrough at the substantial completion of the Phase and prepare a Site Work punch list for review by the contractor.
- Review of CM pay applications.
- Review and approval of as-built drawings as provided to S&ME by the Construction Manager.

### **Task 1.2: Civil Engineering**

As part of this task, S&ME will:

- Review shop drawings for site improvements. All submittals must be submitted and approved by CM prior to review and approval by S&ME.
- Coordinate contractor questions and RFI responses. All RFIs must be submitted in writing to the City and CM prior to review and response by S&ME.
- Perform up to one (1) site visit to observe construction progress and/or meet with the Client and Contractor. Each site visit will include an observation report and associated site photos in PDF format sent to the Owner and Contractor.
- Perform a Final Walkthrough at the substantial completion of the Phase and prepare a Site Work punch list for review by the contractor.
- Assist in review of CM pay applications.
- Review and approval of as-built drawings as provided to S&ME by the Construction Manager.

### **Task 1.3: Electrical Engineering**

As part of this task, Clear Engineering will:

- Review shop drawings of Electrical shop drawings. All submittals must be submitted and approved by CM prior to review and approval by S&ME.
- Responses to contractors' Electrical requests for information (RFIs) during construction. All RFIs must be submitted in writing to the City and CM prior to review and response by S&ME.
- Perform a Final Walkthrough at the substantial completion of the Phase for review of Electrical installation and preparation of report.
- Assist in review of CM pay applications.
- Review and approval of as-built drawings as provided to S&ME by the Construction Manager.



## ◆ FEE

Our professional fees for the above-described services will be invoiced as per the below fee schedule. All fees are lump sum and not to exceed the below amounts. The Owner shall be billed by percentage of task completed. S&ME will bill monthly for all work performed. Unpaid invoices after 30 days will accrue service charges at 1 1/2% per month and include any costs of collections and reasonable attorney's fees.

Applications, capacity and impact fees associated with application filings shall be the responsibility of the Owner or reimbursed to S&ME outside of the expenses contained in this proposal. Other reimbursable expenses including mileage for up to fifteen (15) site visits, printing and plotting are included in the below fees.

Task	Fee
Task 1: Construction Phase Services	\$55,200
TOTAL	\$55,200.00

Should conditions be encountered such that additional services appear to be in the best interest of the project, we would contact you with our recommendations prior to proceeding with any services beyond the scope of this proposal. We will not exceed this proposal amount without written authorization from you.

*Additional site visits and associated observation reports can be provided for \$1,250 per visit (including mileage expenses).*

## ◆ Schedule

Task	Scheduled Completion (after NTP)
Task 1: Construction Phase Services	12 months

If the construction schedule exceeds a period of 12 months from the NTP date, additional services will be requested.

## ◆ Exclusions

Without intending to provide an exhaustive list or description of all services or potential services that may be required and that S&ME can provide, the following services are specifically excluded from this proposal.

- Attendance at pre-construction meeting
- Preparation of record drawings
- Field surveying, construction staking, tree surveys, and concrete monument placement services other than those described herein.
- Rendered site plans or exhibits for public, community, or neighborhood meetings.
- Attendance and presentation at public meetings



- Zoning changes, appeals, neighborhood meetings to review elements of design or approvals, easement documents, rendered plans, or other related services not included in the above-described scope of services.
- Additional graphic revisions beyond those identified.
- Preparation of additional schematic site design(s) or alternative analysis for review and approval by Owner or agencies other than those identified in this proposal.
- Making revisions in drawings or other documents when such revisions are inconsistent with written approvals or instructions previously given; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; and/or due to other causes not solely within the control of S&ME.
- Preparation of estimates of probable construction costs
- Re-design due to value engineering, budget reductions or changes in budget. This work can be provided for an additional fee.
- Development of a detailed Civil 3D model of the proposed finished grade.
- Preparation of a traffic study on adjoining or nearby public streets.
- Flood study/analysis.
- Additional Construction document packages such as "fast-tracked" or phased drawing releases, other than described above.
- Off-site improvements (including utilities, drainage, roads, etc.), public improvements on- or off-site or easements for any required public improvements.
- Retaining wall designs greater than four (4) feet in height.
- Making revisions to the drawings for design changes as requested by the Owner.
- Providing services made necessary by the default of the contractor, or by defects or deficiencies in the work of the contractor.
- Consolidated drawing sets or CAD files of changes and updates made during the construction period. Record drawings will not be provided to the Client.

## ◆ CLOSURE

S&ME appreciates the opportunity to be of service to you. If you have any questions regarding the outlined scope of services, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

**S&ME, Inc.**

A handwritten signature in cursive script that reads "Carrie E. Read".

Carrie E. Read, PLA, ASLA  
Sr. Landscape Architect/ Project Manager

A handwritten signature in cursive script that reads "Bruce C. Hall".

Bruce C. Hall, PLA, ASLA  
Principal Landscape Architect

## Holland Park Phase II CA Fee Matrix

TASKS	Principal (LA)	Project Manager (LA)	Landscape Architect	Landscape Designer	Professional Engineer (PE)	Intern Engineer (EI)	Administrative	TASK COST	TOTAL TASK COST W/O REIM
	\$220	\$185	\$140	\$110	\$185	\$130	\$70		
<b>TASK 1. CA - Civil</b>									
Pre-construction Mtg						0		\$0	
Review shop drawings and RFIs					2	20		\$2,970	
Site visit and observation report (1)					1	5		\$835	
Substantial completion and punch list (1)					1	5		\$835	
Review of CM applications for payment					2			\$370	
Review and approve as-builts					1	7		\$1,095	
<b>TOTAL TASK 1</b>	0	0	0	0	7	37	0		\$6,105
<b>TASK 2. CA - LA</b>									
Pre-construction Mtg	0	0	0					\$0	
Review shop drawings and RFIs	4	24	80					\$16,520	
Coordination with subconsultants and vendors on design intent for field adjustments, RFIs, and submittals	4	12	26					\$6,740	
Site visit and observation report (12)	6	18	54					\$12,210	
Substantial completion and punch list (1)	1	1	12					\$2,085	
Review of CM applications for payment	2	4	12					\$2,860	
Review and approve as-builts		2	8					\$1,490	
Invoicing and coverletters		12					12	\$3,060	
<b>TOTAL TASK 2</b>	17	73	192	0	0	0	12		\$44,965
<b>TASK 3. CA - Electrical</b>									
								\$2,600	
<b>TOTAL TASK 3</b>	0	0	0	0	0	0	0		\$2,600
<b>TOTAL HOURS</b>	17	73	192	0	7	37	12		
<b>TOTAL COSTS</b>	\$3,740	\$13,505	\$26,880	\$0	\$1,295	\$4,810	\$840	\$53,670	\$53,670

WORK ORDER # 1  
 PO #: \_\_\_\_\_



DATE: 03 / 19 / 20 19

Project Manager's Initials SK

SUPPLIER INFORMATION		BID DETAILS	
Name	S&ME, Inc	Project Title	Ralph Carter Park - Pickle Ball Courts
Street	1615 Edgewater Drive, Ste 200	Bid #	RFQ-CD-CM-14-05
City, State, Zip	Orlando, FL 32804	City Council Approval date	05/20/2014

TOTAL COST: \$ 11,700  
 (must equal amount of Purchase Order)

1. **INCORPORATION BY REFERENCE** The provisions of the agreement dated 06 / 27 / 2014 ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.

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

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

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

4. **SCHEDULE** (chose one): ☐ AS NEEDED BASIS ☒ SHALL BE COMPLETED BY - 07 / 19 / 20 19

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

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

\_\_\_\_\_

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

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

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

**SUPPLIER APPROVAL**

By: Carrie S. Read  
 Print: Carrie E. Read  
 Title: Project Manager  
 Date: 3/21/19

**CITY APPROVAL**

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



November 9, 2018  
*Revised: March 18, 2019*

Mr. Carl Cote  
Construction Management & Engineering Manager  
City of Palm Coast  
160 Lake Avenue  
Palm Coast, FL 32164

Reference: Proposal for Construction Phase Services  
**Ralph Carter Park – Pickleball Courts**  
**Palm Coast, Florida**

Dear Mr. Cote:

S&ME, Inc. (S&ME) appreciates the opportunity to submit this proposal for construction phase services for the referenced project. This proposal is based on an email dated October 12, 2018 from Susan Knopf outlining the scope of work requested by the City for construction phase services. This proposal provides a brief discussion of our understanding of the project, our proposed scope of work, and our associated fees.

This proposal is solely intended for the services described below. Use of this proposal and resulting documents, including the final deliverables, is limited to the above referenced project and client. No other use is authorized by S&ME, Inc.

## ◆ PROJECT INFORMATION

The Scope of Work includes Construction Phase Services for all site work associated with the construction of pickleball courts as outlined in the construction document package.

## ◆ Scope of Services

### Task 1 – Construction Phase Services

Design team involvement during the construction phase can help to resolve issues that may arise, clarify contractor questions and provide oversight for material selections during construction observation site visits. ***Additional meetings or site visits will be subject to the rate of \$1,100 per visit (including mileage).***





### **Task 1.1: Landscape Architecture**

As part of this task, S&ME will:

- Review shop drawings for site improvements. All submittals must be submitted and approved by CM prior to review and approval by S&ME. All shop drawing and submittal review to be submitted to S&ME in conjunction with Holland Park Phase II project submittals.
- Coordinate contractor questions and RFI responses. All RFIs must be submitted in writing to the City and CM prior to review and response by S&ME.
- Perform up to three (3) monthly site visits to observe construction progress and/or meet with the Client and Contractor. Each site visit will include an observation report and associated site photos in PDF format sent to the Owner and Contractor.
- Perform a Final Walkthrough at the substantial completion and prepare a Site Work punch list for review by the contractor.
- Review of CM pay applications.
- Review and approval of as-built drawings as provided to S&ME by the Construction Manager.

### **Task 1.2: Civil Engineering**

As part of this task, S&ME will:

- Review shop drawings for site improvements. All submittals must be submitted and approved by CM prior to review and approval by S&ME. All shop drawing and submittal review to be submitted to S&ME in conjunction with Holland Park Phase II project submittals.
- Coordinate contractor questions and RFI responses. All RFIs must be submitted in writing to the City and CM prior to review and response by S&ME.
- Perform up to one (1) site visits to observe construction progress and/or meet with the Client and Contractor. Each site visit will include an observation report and associated site photos in PDF format sent to the Owner and Contractor.
- Perform a Final Walkthrough at the substantial completion and prepare a Site Work punch list for review by the contractor.
- Assist in review of CM pay applications.
- Review and approval of as-built drawings as provided to S&ME by the Construction Manager.

### **Task 1.3: Electrical Engineering**

As part of this task, ERS Engineering will:

- Review shop drawings of Electrical shop drawings. All submittals must be submitted and approved by CM prior to review and approval by S&ME.
- Responses to contractors' Electrical requests for information (RFIs) during construction. All RFIs must be submitted in writing to the City and CM prior to review and response by S&ME.
- Perform a Final Walkthrough at the substantial completion of the Phase for review of Electrical installation and preparation of report.
- Assist in review of CM pay applications.
- Review and approval of as-built drawings as provided to by the Construction Manager.



## ◆ FEE

Our professional fees for the above-described services will be invoiced as per the below fee schedule. All fees are lump sum and not to exceed the below amounts. The Owner shall be billed by percentage of task completed. S&ME will bill monthly for all work performed. Unpaid invoices after 30 days will accrue service charges at 1 1/2% per month and include any costs of collections and reasonable attorney's fees.

Applications, capacity and impact fees associated with application filings shall be the responsibility of the Owner or reimbursed to S&ME outside of the expenses contained in this proposal. Other reimbursable expenses including mileage for above referenced site visits, printing and plotting are included in the below fees.

Task	Fee
Task 1: Construction Phase Services	\$11,700
TOTAL	\$11,700.00

Should conditions be encountered such that additional services appear to be in the best interest of the project, we would contact you with our recommendations prior to proceeding with any services beyond the scope of this proposal. We will not exceed this proposal amount without written authorization from you.

*Additional site visits and associated observation reports can be provided for \$1,110 per visit (including mileage expenses).*

## ◆ Schedule

Task	Scheduled Completion (after NTP)
Task 1: Construction Phase Services	4 months

If the construction schedule exceeds a period of 4 months from the NTP, additional services will be requested.

## ◆ Exclusions

Without intending to provide an exhaustive list or description of all services or potential services that may be required and that S&ME can provide, the following services are specifically excluded from this proposal.

- Field surveying, construction staking, tree surveys, and concrete monument placement services other than those described herein.
- Rendered site plans or exhibits for public, community, or neighborhood meetings.
- Attendance and presentation at public meetings
- Zoning changes, appeals, neighborhood meetings to review elements of design or approvals, easement documents, rendered plans, or other related services not included in the above-described scope of services.
- Additional graphic revisions beyond those identified.



- Preparation of additional schematic site design(s) or alternative analysis for review and approval by Owner or agencies other than those identified in this proposal.
- Making revisions in drawings or other documents when such revisions are inconsistent with written approvals or instructions previously given; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; and/or due to other causes not solely within the control of S&ME.
- Preparation of estimates of probable construction costs
- Re-design due to value engineering, budget reductions or changes in budget. This work can be provided for an additional fee.
- Development of a detailed Civil3D model of the proposed finished grade.
- Preparation of a traffic study on adjoining or nearby public streets.
- Flood study/analysis.
- Additional Construction document packages such as "fast-tracked" or phased drawing releases, other than described above.
- Off-site improvements (including utilities, drainage, roads, etc.), public improvements on- or off-site or easements for any required public improvements.
- Retaining wall designs greater than four (4) feet in height.
- Making revisions to the drawings for design changes as requested by the Owner.
- Providing services made necessary by the default of the contractor, or by defects or deficiencies in the work of the contractor.
- Consolidated drawing sets or CAD files of changes and updates made during the construction period. Record drawings will not be provided to the Client.

## ◆ CLOSURE

S&ME appreciates the opportunity to be of service to you. If you have any questions regarding the outlined scope of services, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

**S&ME, Inc.**

A handwritten signature in blue ink that reads "Carrie E. Read".

Carrie E. Read, PLA, ASLA  
Sr. Landscape Architect/ Project Manager

A handwritten signature in blue ink that reads "Bruce C. Hall".

Bruce C. Hall, PLA, ASLA  
Principal Landscape Architect

**Ralph Carter Park – Pickleball Courts**  
**Palm Coast, Florida**





## Ralph Carter Park CA Fee Matrix

TASKS	Principal (LA)	Project Manager (LA)	Landscape Architect	Landscape Designer	Professional Engineer (PE)	Intern Engineer (EI)	Administrative	TASK COST	TOTAL TASK COST W/O REIM
	\$220	\$185	\$140	\$110	\$185	\$130	\$70		
<b>TASK 1. CA - Civil</b>									
Pre-construction Mtg						0		\$0	
Review shop drawings and RFIs					1	5		\$835	
Site visit and observation report (1)					1	4		\$705	
Substantial completion and punch list					1	4		\$705	
Review of CM applications for payment					1	2		\$445	
Review and approve as-builts from contractor					1	3		\$575	
<b>TOTAL TASK 1</b>	0	0	0	0	5	18	0		\$3,265
<b>TASK 2. CA - LA</b>									
Pre-construction Mtg			0					\$0	
Review shop drawings and RFIs		2	6					\$1,210	
Site visit and observation report (3)		3	12					\$2,235	
Substantial completion and punch list		1	4					\$745	
Review of CM applications for payment		1	3					\$605	
Review and approve as-builts from contractor		1	7					\$1,165	
Invoicing and coverletters		3					3	\$765	
<b>TOTAL TASK 2</b>	0	11	32	0	0	0	3		\$6,725
<b>TASK 3. CA - Electrical</b>									
								\$1,200	
<b>TOTAL TASK 3</b>	0	0	0	0	0	0	0		\$1,200
<b>TOTAL HOURS</b>	0	11	32	0	5	18	3		
<b>TOTAL COSTS</b>	\$0	\$2,035	\$4,480	\$0	\$925	\$2,340	\$210	\$11,190	\$11,190

# DRAFT AIA® Document A133™ – 2009

## Exhibit A

### Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

«Holland Park Phase 2 Improvements»  
«18 Florida Park Dr N, Palm Coast, FL 32164»

THE OWNER:

(Name, legal status and address)

«City of Palm Coast»  
«-160 Lake Avenue»  
«-Palm Coast, FL 32164»

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

«BBI Construction Management, Inc.»  
«4639 NW 53<sup>rd</sup> Avenue»  
«Gainesville, FL 32653»

#### ARTICLE A.1

##### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

##### § A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed

« ??? » (\$<sup>6</sup> ?????? »), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide below or reference an attachment.)

« GMP Attachment #1 – Cost Summary dated x/x/2019 »

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

[Not Applicable](#)

(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Formatted: Superscript

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this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

« »

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:  
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

«»GMP Attachment #2 – Qualifications and Assumptions Dated x/x/19

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:  
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

«»GMP Attachment #3 – Specifications dated x/x/19

Section	Title	Date	Pages

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:  
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

«»GMP Attachment #4 – Drawings dated x/x/19

Number	Title	Date

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

« »

## ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

«»????



OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

« »« »

(Printed name and title)

« »« »

(Printed name and title)

TELAD

## City of Palm Coast, Florida Agenda Item

Agenda Date : 3/26/2019

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	6241	<b>Account</b>
<b>Subject</b> PRESENTATION STRATEGIC ACTION PLAN EVALUATION PROCESS		
<b>Background :</b> On February 26, 2019, staff provided a presentation detailing the results of the Citizen Survey which served as the initial step of the Strategic Action Plan Evaluation Process. As part of this item, staff provided a timeline reflecting the overall schedule including the scheduling of one-on-one interview sessions with each Council Member. The referenced interviews were conducted and feedback collected regarding the following core areas. <ul style="list-style-type: none"><li>• Overall Strategic Action Plan Process and Plan</li><li>• Feedback on existing Council Priorities</li><li>• Other matters outside existing Priorities</li></ul> The above-referenced feedback is provided as an attachment. Staff requests Council input and direction on these areas to focus on in the upcoming Fiscal Year.		
<b>Recommended Action :</b> Presentation only.		

# 2019

## STRATEGIC ACTION PLAN EVALUATION

### CITY COUNCIL MEMBERS' FEEDBACK

The Strategic Action Plan (SAP) Team member(s) conducted interview sessions with Council Members to discuss overall process, existing Council Priorities, and direction for the next the Fiscal Year and beyond. The collected feedback was consolidated and then cross-referenced with Objectives and Strategies to determine consistency with the Strategic Action Plan. The majority of feedback received focused on enhancing and reinforcing existing Council Priorities along with some other areas that need attention.

### OVERALL PROCESS

#### STRATEGIC ACTION PLAN EVALUATION PROCESS:

##### ANNUALLY REVIEW PAST AND PRESENT ADOPTED PRIORITIES TO ENSURE THAT THE VALUE ADDED ALIGNS WITH THE CITY COUNCIL'S DIRECTION

- ☐ Through the initial SAP Evaluation Workshop, City Council will provide direction on which focus areas (proposed Priorities) to develop an Action Agenda to capture establish timeline, cost impact and resource needs to complete associated tasks

#### PERFORMANCE MANAGEMENT APPROACH

##### ANNUALLY REVIEW ALL PERFORMANCE MEASURES TO VERIFY IF TARGETED OUTCOME BRINGS VALUE AND SATISFACTION TO OUR CUSTOMERS

- ☐ All performance measures shall be evaluated to verify target brings value and satisfaction to our customers

### FEEDBACK ON EXISTING PRIORITIES

#### FY17-18 PRIORITY: DEVELOP CONTINUOUS STREET LIGHTING PLAN FOR MAJOR ROADS

- ☐ Evaluate residential areas for additional street lighting for safety and reduction of crime

---

**FY17-18 PRIORITY: ENSURE THAT ALL INFRASTRUCTURE IS A PRIORITY REGARDING MAINTENANCE AND PERFORMANCE**

- ☐ Ensure funding of streets maintenance program for current and future fiscal years
- ☐ As part of street resurfacing and maintenance program, intersection safety improvements shall be conducted to address turn radius conflicts
- ☐ As part of street resurfacing and maintenance program, incorporate enhancements to support the use of autonomous vehicles
- ☐ Identify water and wastewater utility improvements to harden facilities to mitigate the impacts of flooding
- ☐ Ensure that the Public Works Facility is top priority facility project and commence with initial improvements

---

**FY18-19 PRIORITY: DEVELOP A ROBUST CITIZEN ENGAGEMENT PLATFORM AND ENSURE THAT COST-BENEFIT ANALYSIS INCLUDES ONGOING MAINTENANCE OF THE PLATFORM**

- ☐ Incorporate a customer survey element into citizen engagement platform
- ☐ Manage swale complaints through a priority ranking approach to ensure that critical issues are addressed immediately
- ☐ Utilize all communication mediums and platforms to inform our citizens of important matters

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**FY18-19 PRIORITY: IMPROVE COMMUNICATIONS INFRASTRUCTURE (PHONE/INTERNET SERVICE) AT CITY HALL AND OTHER CITY FACILITIES TO ENSURE CONTINUUM OF SERVICES**

- ☐ Continue to improve communication infrastructure and ensure redundancy as part of basic infrastructure needs

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**FY18-19 PRIORITY: CREATE A STAKEHOLDERS GROUP TO CREATE A NEW VISION FOR TOWN CENTER THROUGH A STRATEGIC APPROACH**

- ☐ Attract a higher-learning institution to the Innovation District that aligns with our Vision and complements the Flagler County School's Flagship Programs
- ☐ Attract an education partner to the Innovation District that will foster diversity of our work force while attracting companies that align with our values

---

**FY18-19 PRIORITY: CREATE A DEDICATED FUNDING MECHANISM TO SUPPORT EVENTS AND PROGRAMS IN PURSUIT OF INNOVATION IN TOWN CENTER. UTILIZE STAKEHOLDERS TO CREATE FUNDING PROGRAM FRAMEWORK**

- ☐ Create an Art District for Innovation District and establish funding support through revenues generated within the District
- ☐ Develop a comprehensive Marketing Plan for the Innovation District
- ☐ Seek partnerships with local talent and complementing businesses to foster growth at the Tennis Center to expand on the community's rich sports history

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#### FY17-18 PRIORITY: EDUCATE OUR CITIZENS ON THE VALUE OF “SHOP LOCAL” AND DOING BUSINESS IN PALM COAST

- ☐ Develop a Business Friendly Initiative to ensure enhanced customer service and communication, simplify and streamline regulatory processes, and provide support through training along with other guidance resources
- ☐ Create an aggressive education Shop Local campaign and establish a measurable goal to increase community awareness and sales tax revenue
- ☐ Partner with the Chamber of Commerce to incorporate local businesses into the Shop Local campaign

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#### FY18-19 PRIORITY: INVESTIGATE POTENTIAL METHODS OF INCORPORATING SUCCESSION PLANNING INTO THE ORGANIZATION STRUCTURE

- ☐ Establish succession plan and budgetary needs to ensure continuum of institutional knowledge for critical service departments including Utility, Public Works and Fire
- ☐ Hire Electricians for Public Works instead of utilizing external contractors

#### OTHER FOCUS AREAS OUTSIDE OF EXISTING PRIORITIES

- ☐ Develop a marketing program to recruit and host medical and technology summits and retreats to the area
- ☐ Create a program to recruit professional and higher paying jobs (green industry) to the area
- ☐ Evaluate potential legislative actions to support the Sheriff's Office regarding criminal activity associated with homelessness
- ☐ Begin the examination of recycling handling options for waste collection services

# City of Palm Coast, Florida

## Agenda Item

Agenda Date : 3/26/19

<b>Department</b>	ADMINISTRATIVE SERVICES	<b>Amount</b>
<b>Item Key</b>	6239	<b>Account</b>
		<b>#</b>
<b>Subject</b>	RESOLUTION 2019-XX APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT WITH CP PERFORMANCE	
<b>Background :</b> <b><i>*Please note-The attached incentive agreement is under final review by the company's legal staff and will be updated before the business meeting.</i></b>  CP Performance (formerly known as Project Price is Right) is the world's leading marine mail order superstore for performance boating needs. Located in Santa Rosa, CA and Palm Coast, FL, they manufacture and distribute over 3,000 OEM and after-market performance marine parts, cleaners, and safety equipment. The company has decades of experience manufacturing marine components and uses the latest techniques to offer customers a large library of technical support.  Recently, CP Performance was evaluating in expanding their operations in Palm Coast or consolidating in another area. Over the last few months, the City of Palm Coast, in cooperation with the Flagler County Department of Economic Opportunity (Flagler County DEO), have engaged with the company and worked through their indicated needs and desire to expand.  Since CP Performance was looking at locations outside Flagler County and the City of Palm Coast, the City and Flagler County DEO offered technical assistance and proposed possible economic development incentives to CP Performance in Palm Coast. The proposed economic development incentives are subject to review and approval by City Council, as the company now desires to consolidate its operations in Palm Coast.  CP Performance plans construct the 20,000 to 30,000 square foot facility in Palm Coast's Hargrove Grade Industrial Park. The company's move from California will create approximately 20 new jobs with an immediate capital investment of \$3 million.  As proposed economic incentives, City staff have developed and are proposing a performance-based local economic development incentive package for City Council's consideration. The value of the incentive package is estimated at \$35,000 payable paid through economic development incentive funds and only if company meets stated job creation/retention goals. The incentive package includes the following: <ul style="list-style-type: none"><li>• Extensions of the City's Fiber Optic Network (FiberNET) at no costs</li><li>• Waiver of planning application and planning permitting fees</li><li>• Offset of City water, sewer and transportation fees</li><li>• Stormwater accommodations</li></ul>		

In addition, due to the location of CP Performance being adjacent to the City's Public Work Facility, the City is obtaining an easement and right-of-way-across CP Performance's property to optimize the space on both properties. This easement will allow for a new entrance to be created for the City's Public Works Facility.

Please note that Flagler County has approved a \$90,000 new construction, performance-based incentive package as well with a ten-year payout at their October 15, 2018 meeting.

**Recommended Action :**

Adopt Resolution 2019-XX approving an Economic Development Incentive Agreement with CP Performance.

**RESOLUTION 2019-\_\_\_\_**  
**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**  
**AND RELATED EASEMENT AGREEMENT**  
**WITH CP PERFORMANCE**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT AND RELATED EASEMENT AGREEMENT WITH CP PERFORMANCE; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, CP Performance, originally known as “Project Price is Right”, is an existing online marine product superstore that has chosen to consolidate its operations in Palm Coast; and

**WHEREAS**, CP Performance considered a location both inside and outside the City of Palm Coast, Florida, to expand operations; and

**WHEREAS**, the City desires to provide CP Performance economic incentives in furtherance of the municipal purpose of recruiting CP Performance as an employer and expanding operations within the City limits under Section 166.021(9), Florida Statutes; and

**WHEREAS**, CP Performance is expected to create an additional 20 new positions with an average wage of at least \$36,000 within the new 20,000-30,000 square-foot facility; and

**WHEREAS**, the City of Palm Coast desires to provide CP Performance economic incentives in furtherance of the municipal purpose of retaining CP Performance as a major employer within the City of Palm Coast; and

**WHEREAS**, in addition to traditional economic incentives, the City of Palm Coast desires to enter into an easement agreement with CP Performance to provide a common border, as CP Performance is adjacent to the City of Palm Coast Public Works facility; and

**WHEREAS**, the City Council finds and declares that this Agreement serves a public purpose, which includes promotion of economic development, job growth, future expansion of the City’s tax base, and improvement of public infrastructure.



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

**SECTION 1. APPROVAL OF AGREEMENTS.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the Economic Development Incentive Agreement and the Easement Agreement with CP Performance, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this \_\_th day of \_\_\_\_ 2019.

**CITY OF PALM COAST**

---

Milissa Holland, Mayor

*ATTEST:*

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Virginia A. Smith, City Clerk

Attachment: Exhibit “A” – Economic Development Incentive Agreement with CP Performance  
Exhibit “B” – Legal Sketch Easement  
Exhibit “C” – Stormwater Location

Approved as to form and legality

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

**CITY OF PALM COAST ECONOMIC DEVELOPMENT GRANT  
NEW CONSTRUCTION INCENTIVE PROGRAM AGREEMENT BETWEEN  
CITY OF PALM COAST AND CP PERFORMANCE**

**THIS ECONOMIC DEVELOPMENT GRANT INCENTIVE PROGRAM AGREEMENT** (the “Agreement”) is made and entered into the \_\_\_\_ day of \_\_\_\_, 2019, between the **City of Palm Coast**, a municipal corporation (“City”) and CP Performance (“Company”), a company authorized to do business in the State of Florida.

**RECITALS:**

**WHEREAS**, it is the policy of the City to stimulate economic growth in Palm Coast by attracting new businesses and encouraging the expansion of existing businesses within the City; and

**WHEREAS**, the CP Performance, a company currently located in Santa Rosa, California, is considering relocating to the City of Palm Coast or expanding its operations in Santa Rosa; and

**WHEREAS**, Hardin Marine, a sister company to CP Performance, currently located in Palm Coast, is considering relocating to Santa Rosa, California or expanding in the City of Palm Coast; and

**WHEREAS**, the Company is a manufacturer and distributor of OEM and after-market marine products; and

**WHEREAS**, the creation of new and retention of economically productive jobs for residents within Flagler County is beneficial to the local economy; and

**WHEREAS**, the Company has requested local incentive funds for its major capital investment in the community; and

**WHEREAS**, the City desires to provide CP Performance economic incentives in furtherance of the municipal purpose of recruiting CP Performance as an employer and expanding the Hardin Marine operations within the City limits under Section 166.021(9), Florida Statutes; and

**WHEREAS**, in addition to retaining the existing sister company employment and capital investment in the City of Palm Coast, the Company will construct a new 20,000 to 30,000 square foot industrial facility; and

**WHEREAS**, the Company will create approximately 20 new employment opportunities over the next five years and invest approximately \$3M capital investment; and

**WHEREAS**, the Company project site is adjacent to the City of Palm Coast Public Works facility, which the ultimate expansion thereof will require an easement and right-of-way across the CP Performances property; and

**WHEREAS**, due to both parties needs to optimize land to the full potential, the City proposes to provide a common border with CP Performance; and

**WHEREAS**, the City desires to enter into an easement agreement with CP Performance to accommodate for future stormwater areas and right-of-way as an additional economic incentive; and

**WHEREAS**, the parties recognize that this Agreement is necessary to define the incentives and ensure that the economic incentives provided by the City to CP Performance ultimately serve their intended municipal purpose; and

**WHEREAS**, the City has established terms and conditions herein whereby CP Performance, by complying with these terms and conditions, can receive the benefit outlined in this Agreement, and

**WHEREAS**, the parties agree that the economic incentives provided by the City hereunder are for the benefit of the public health, safety, welfare and convenience of the citizens of the City of Palm Coast, Florida and Flagler County; and

**WHEREAS**, the City Council finds and declares that this Agreement serves a public purpose, which includes promotion of economic development, job growth, future expansion of the City's tax base, and improvement of public infrastructure.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, which the parties agree as follows:

1. **Recitals.** The foregoing recitals are deemed true and accurate and are fully incorporated herein by reference.
2. **Definitions.** For purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise:
  - (a) "County" Shall mean Flagler County, Florida.
  - (b) "Easement Property" shall mean a portion of Property to allow vehicular traffic and public utilities from the terminus of Industrial Drive to the adjacent City Public Works facility, which is legally described on **EXHIBIT "B"** and which CP Performance will convey a perpetual easement to the City for public right-of-way and utility purposes.
  - (c) "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not be effective against any part until said date.
  - (d) "Jobs" shall have the meaning given to such terms in Section 288.106(2)(i), Florida Statutes.
  - (e) "Property" shall mean the real property owned by CP Performance located within the City of Palm Coast, known as Parcel Number 10-11-30-0000-01010-0010 and legally described on **EXHIBIT "A."**
3. **Commitment by CP Performance**
  - (a) CP Performance will design, permit and construct a 20,000 to 30,000 square foot light industrial facility on Parcel Number 10-11-30-0000-01010-0010, in the City of Palm Coast for purposes of locating its business operation within the City of Palm Coast; and
  - (b) CP Performance will locate its headquarters in the newly constructed facility; and

- (c) CP Performance will obtain all applicable City permits and permits required by other governmental agencies for the construction of the facility no later than December 31, 2019; and
- (d) CP Performance will obtain a certificate of occupancy for this facility prior to December 31, 2020 and occupy the newly constructed facility; and
- (e) CP Performance agrees to use commercially reasonable best efforts to establish and maintain a minimum of twenty new Jobs at the City of Palm Coast location within five years of the Effective Date of this Agreement.
- (f) In exchange for the commitments by the City below, CP Performance will convey to the City a perpetual public right-of-way and utility easement over, under and across the Easement Property that facilitates public utilities and the access for vehicular traffic into the Palm Coast public works facility from Industry Drive (detailed on Exhibit B). The Easement shall not unreasonably interfere with CP Performance's construction of the facility. The easement documents shall be in a form prepared by the City's attorney and will be reviewed, approved and executed by both parties. The conveyance shall be completed no later than six (6) months from the Effective Date of this Agreement. The City will record the executed easement document in the Official Records of Flagler County, Florida at its expenses.
- (g) As it is likely that the CP Performance site will be constructed prior to the Palm Coast Public Works Facility site improvements, CP Performance agrees to design, permit and construct, at its expense, a stormwater conveyance system and pond on the southern end of the Palm Coast Public Works property, known as Parcel ID# 10-11-30-0000-01010-0011. The City shall be have the right to approve the design and final location of the stormwater conveyance system and pond, and said approval shall not be unreasonably withheld. The proposed location of the stormwater pond is depicted on Exhibit "C." The stormwater pond will be sized to accommodate stormwater flow generated from the construction of the new CP Performance industrial facility and the future Palm Coast Public Works Facility. CP Performance will be responsible to remove the excavated soil from the stormwater pond from the City property.

#### **4.0 Commitments by the City**

- (a) The City shall extend the City's Fiber Optic Network (City FiberNET) to CP Performance's property, at no cost to CP Performance.
- (b) The City shall waive all planning application and planning permit fees in connection with the construction of the new industrial building contemplated in subsection 3.0 (a). In addition, the City shall expedite permitting for the industrial building, whenever possible and feasible.
- (c) The City shall waive applicable City water, sewer and transportation impact fees and stormwater fees due in connection with the construction of the new industrial building planned to be completed by CP Performance as required subsection 3.0 (a). Waived fees will be offset by other available City funding resources including of the future property taxes resulting from the construction of the new industrial building.
- (d) In exchange for the perpetual public right-of-way and utility easement to be provided by CP Performance pursuant to subsection 3.0(d), the City proposes a common border with CP Performance and agrees to accept any and all stormwater from the site in connection with the construction of the new 20,000-30,000 square foot building, in perpetuity, in accordance with City of Palm Coast stormwater regulations, and in accordance with FAC 40C. The city is

receiving the stormwater in its natural and unimproved state in accordance with local, state, and federal regulations.

- (e) At such time the perpetual public right-of-way and utility easement is conveyed to the City by CP Performance, pursuant to subsection 3.0(d), the City shall also accommodate, at no cost to CP Performance, on City property (located adjacent and to the north of the Property), CP Performance's existing storm water detention located on the Easement Property to off-set any reduction of storm water capacity resulting from the conveyance. Any disturbance of the CP Performance property, resulting from the City's construction activities shall be repaired or replaced by the City at no cost to CP Performance.
- (f) In exchange for the commitments by CP Performance above, the City will convey to CP Performance a perpetual utility easement over, under and across the property that facilitates the transmission of stormwater flow to the City stormwater pond (detailed on Exhibit C). The easement documents shall be in a form prepared by the City's attorney and will be reviewed, approved and executed by both parties. The conveyance shall be completed no later than six (6) months from the Effective Date of this Agreement. The City will record the executed easement document in the Official Records of Flagler County, Florida at its expenses.

**5.0 Progress Reports.** On an annual basis, if requested by the City, CP Performance shall submit a written progress report as to the number of employees employed by CP Performance at its offices within the City of Palm Coast for a period of five years from the execution of this Agreement.

**6.0 Compliance with Laws.** CP Performance shall be responsible for complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority regarding the location and continued operation of its business within the City of Palm Coast.

**7.0 Work is a Private Undertaking.** With regards to CP Performance's business operations and compliance with applicable laws, ordinances, rules, and regulations, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the City and CP Performance is such that CP Performance is an independent contractor and not an agent of the City. CP Performance and its contractors, partners, agents, and employees are independent contractor and not employees of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City, on one hand, and CP Performance and its contractors, Partners, employees, or agents, under this Agreement.

**8.0 Compliance Monitoring.** CP Performance shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority regarding the location and continued operation of its business within City of Palm Coast.

**9.0 Audit and Inspections; Job Compliance Check.** CP Performance agrees that, until such time as the construction of the new industrial building has been completed and a certificate of occupancy has been issued by the City, any records with respect to CP Performance's Obligations to the City Under this Agreement shall be made available to the City, at any time during normal business hours upon seventy-two (72) hours written notice to CP Performance, to audit, examine, and make excerpt or transcripts of all data relevant confirming that CP Performance compliance with the Agreement. Any audit shall be conducted to Government Auditing Standards, or Generally Acceptable Auditing Standards, as applicable at the time of audit. Notwithstanding the foregoing, (1) CP Performance shall not be required to make available any documents or information that (i) are attorney/ client privileged, (ii) constitute a trade secret under the Uniform Trade Secret Act, or (iii) which are determined exempt from disclosure

under Florida's Public Records Laws as trade secrets; and (2) with respect to any information regarding the amount of employee wages for specific Jobs, the City shall (a) treat such information as confidential, (b) not release such information to any third party, (c) not take any notes with respect to the information reviewed, and (d) not make any copies of any of the information reviewed. Any deficiencies noted in audit reports prepared by the City must be fully cleared by CP Performance within thirty (30) days after notice of said deficiencies were received by CP Performance. Failure of CP Performance to reasonably comply with the above audit requirements will constitute a material breach of this Agreement and may result, at the sole discretion of the City and as may be applicable, in the withholding of future economic incentives, terminating pending economic incentives, the reimposition of any ad valorem taxes abated under this Agreement, or termination of any other obligation required hereunder. Notwithstanding the foregoing, the parties agree to submit any dispute under this Paragraph to nonbinding mediation before the City's exercise of its rights hereunder for alleged violation by CP Performance.

**10.0 Promotion of Economic Incentives.** Either party may issue news releases, public announcements, advertisements, or other form of publicity concerning its efforts in connection with this Agreement. However, unless otherwise agreed, the party publicizing its efforts shall provide a courtesy copy of any written material to the other party for review and comments prior to publication.

**11.0 Severability.** Should any paragraph or any part of any paragraph of this Agreement be rendered void, invalid, or enforceable by any paragraph of this Agreement to render, void, invalid, or enforceable any other paragraph or any part of any paragraph in this Agreement.

**12.0 Integration; Modification; Exhibits.** The drafting, execution, and delivery of this Agreement by the parties has not been induced by any representations, statements, warranties, or agreements other than those expressed herein. This Agreement 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, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except if there is conflict between an exhibit and provisions of this Agreement, the provisions of this Agreement shall prevail over the exhibit.

**13.0 Attorney's Fees.** Unless otherwise provided herein, each party agrees to bear their own attorney fees and cost in furtherance of this Agreement.

**14.0 Headings.** All headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

**15.0 Waiver.** No failure to insist on the prompt performance by CP Performance of its obligations under this Agreement shall be construed as a waiver by the City of its rights to demand performance. Further, any waiver by the City of any breach or violation of CP Performance's Obligations under this Agreement shall not be construed as continuing waiver or consent to any subsequent breach or violation or impede the City's ability to enforce the terms of this Agreement.

**16.0 Notices.** All notices required or permitted under this Agreement and any written consents or approvals required hereunder shall be in writing (including telecopy communication) and shall be (as elected by the person giving such notice) hand-delivered by messenger or overnight courier service, telecopied or mailed by registered or certified mail (postage pre-paid), returned receipt requested, and

addressed to each party at their respective addresses as set forth below or to such other addresses any party may designate by notice complying with the terms of this Paragraph:

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

With copy to:

Anthony A. Garganese, Esquire  
Garganese, Weiss, D'Agresta and Salzman, PA  
PO Box 2873  
Orlando, FL 32802-2873

Scott Price  
CP Performance  
11 Industry Drive  
Palm Coast, Florida 32137

With copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Such notice, request, or other communication shall be considered given and deemed delivered: (a) on the date delivered if by personal delivery or courier service; (b) on the date of transmission with confirmed answer back if by telecopier if transmitted prior to 5:00 p.m. on a business day, and on the next business day if transmitted after 5:00 p.m. or on a non-business day, provided that copy of the notice is provided within two business days thereafter by one of the other methods permitted by this Paragraph; or (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

**17. Term; Termination; Termination by Parties.**

- (a) The City and CP Performance acknowledge and agree that CP Performance's performance under the terms of this Agreement is conditioned upon the approval by the State of Florida of other agreements related to CP Performance's business operations. CP Performance shall have the right to either accept or reject this Agreement until March 31, 2019, at 5:00 P.M. EST ("Acceptance Date"). On or before the Acceptance Date, CP Performance shall deliver to the City written confirmation of its acceptance of the Agreement. In the event such acceptance confirmation is not delivered to the City prior to the Acceptance Date, this Agreement shall be deemed terminated and shall be null and void and of no further force and effect and the parties shall have no further obligations hereunder.
- (b) In the event either party shall fail to satisfy any of its material obligations set forth in this Agreement, the non-defaulting party shall provide the defaulting party written notice of such default. The defaulting party shall then have thirty (30) days from receipt of such notice to cure such default. If the defaulting party shall fail to cure the default within the thirty (30) day time period, or such additional time period mutually agreed to by the parties, then the non-defaulting party may exercise any of its rights and



remedies provided by law including, but not limited to, termination of this Agreement or injunctive and other equitable relief to prevent a default of this Agreement and to secure the performance of this Agreement by the defaulting party. Upon termination of this Agreement, this Agreement shall be null and void and of no further force and effect and the parties shall have no further obligations hereunder.

**18. Indemnification and Hold Harmless.**

- (a) CP Performance assumes any and all risk of personal injury and property damage to the extent attributable to the intentional and negligent acts or omissions of CP Performance and its officers, employees, servant, and agent thereof while acting within the scope of their employment with CP Performance and performing CP Performance requirements and obligations under the terms and conditions set forth in this Agreement. The City assumes any and all risks of personal injury and property damages to the extent attributable to the intentional and negligent acts or omissions of the City's officers, employees, servants, and obligations of the City under this Agreement. Subject to the terms and conditions of this Agreement, CP Performance and the City further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; or (2) a waiver of sovereign immunity of the City beyond the waiver provided in Section 768.28, Florida Statutes. The limits of liability on the City set forth in section 768.28, Florida Statutes are hereby fully incorporated herein by this reference. This Paragraph shall survive termination of this Agreement.
- (b) The obligations arising under this Paragraph 18.0 shall survive the expiration or termination of this Agreement, as to claims or causes of action, liabilities, expenses, losses, costs, reasonable attorney's fees, damages, fines and penalties of every kind and character or incurred or suffered by the City as a result thereof, based upon events arising prior to the date of termination of this Agreement.

**19. Assignment.** This Agreement and the conditions provided hereunder shall not be assigned by CP Performance without the prior written consent of the City.

**20. No City Obligation for Future Funds.** No provisions in this Agreement shall be constructed as requiring the City to provide additional economic incentives of any kind, other than as specifically provided herein.

**21. Conflict of Interest.** CP Performance represents and warrants, and this Agreement is being made by the City in reliance thereon, that CP Performance and its officers, employees, and agents are neither officers nor employees of the City. Further, that no consideration of any kind is being paid, transferred, or conveyed directly to any City officer or employee, or indirectly to any City officer or employee through some other third party including a relative or legal entity, for the City's commitment to enter into this Agreement.

**22. Representations of CP Performance.** CP Performance represents to the City that (i) CP Performance is an entity Duly authorized to conduct business in Florida; (ii) CP Performance has the authority to enter into the Agreement and perform the requirements of this Agreement; (iii) to CP Performance best knowledge, CP Performance's performance under this Agreement shall not violate any applicable judgment, order, law or regulation; (iv) to CP Performance's best knowledge, CP Performance's performance under this Agreement shall not result in the creation of any claims against the City for Money or performance, any lien, charge, encumbrance or security interest upon any asset of the City; (v) CP Performance shall have sufficient capital to perform its obligations under this Agreement; and (vi) CP Performance does not require any third party consent to execute, deliver and perform its obligations under this Agreement unless otherwise stated in this Agreement.

- 23. CP Performance Continuing Disclosure Requirement.** CP Performance must promptly notify the City of any developments that materially and adversely impact this Agreement and CP Performance's obligations stated herein including, but not limited to, compliance with all applicable laws, rules, and regulations pertaining to clean air permits, initiation any law suits or bankruptcy proceedings, sale or conveyance of real property, labor disputes, and changes in business operations.
- 24. No Delegation of Police Power.** CP Performance shall not pledge the credit of the City nor make the City a guarantor of payment or surety for any contract, debt, or obligation, judgment, lien, or any form of indebtedness. The parties agree that this Agreement does not nor shall it be constructed as delegation of any of the City's authority or police powers to CP Performance.

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

WITNESSES:

CITY OF PALM COAST, FLORIDA

\_\_\_\_\_

By: \_\_\_\_\_  
BEAU FALGOUT, CITY MANAGER

Printed Name

\_\_\_\_\_

ATTEST:

Printed Name

By: \_\_\_\_\_  
VIRGINIA SMITH, CITY CLERK

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the CITY OF PALM COAST, BEAU FALGOUT, City Manager and VIRGINIA SMITH, City Clerk, of the City of Palm Coast, Florida, (check one) ☐ who are personally known to me or ☐ who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

CP PERFORMANCE

WITNESSES:

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Printed Name

\_\_\_\_\_

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

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

Its: \_\_\_\_\_

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

STATE OF FLORIDA  
COUNTY OF FLAGLER

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

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

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

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

## Sketch and Description:

THIS IS NOT A BOUNDARY SURVEY

## Legal Description:

A PARCEL OF LAND, BEING A PORTION OF LOT 4, PALM COAST INDUSTRIAL PARK AT PALM COAST FLAGLER COUNTY FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 26, PAGES 62 THROUGH 63 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 4 ALSO LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF US HIGHWAY No. 1, AS RECORDED IN SAID MAP BOOK 26, PAGES 62 THROUGH 63; THENCE ALONG SAID WESTERLY LINE SOUTH 22°47'15" EAST, A DISTANCE OF 175.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF INDUSTRY DRIVE, AS RECORDED IN SAID MAP BOOK, ALSO BEING A POINT ON A CURVE CONCAVE SOUTHERLY; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 90°21'43", AN ARC LENGTH OF 78.86 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 67°36'23" WEST AND A CHORD DISTANCE OF 70.93 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE RUN NORTH 22°47'15" WEST, A DISTANCE OF 127.30 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE RUN NORTH 70°12'45" EAST ALONG SAID NORTH LINE, A DISTANCE OF 50.07 FEET TO A POINT ON AFORE SAID WESTERLY RIGHT-OF-WAY LINE, ALSO BEING THE POINT OF BEGINNING.

ENCOMPASSING 6,835 SQUARE FEET MORE OR LESS.

## Abbreviation Legend:

(A) - ACTUAL	Δ - DELTA	GOV'T - GOVERNMENT	PC - POINT OF CURVATURE	R30E - RANGE 30 EAST
APPROX - APPROXIMATE	(D) - DEED	IP - IRON PIPE	PCC - POINT OF COMPOUND CURVATURE	R - RADIUS
AVG - AVERAGE	(DE) - DEED EXCEPTION	IR - IRON ROD	PCP - PERMANENT CONTROL POINT	RAD - RADIAL
(BB) - BEARING BASIS	DEPT - DEPARTMENT	IR&C - IRON REBAR & CAP	PG - PAGE	REC - RECOVERED
BLDG - BUILDING	D/U - DRAINAGE AND UTILITY EASEMENT	L - ARC LENGTH	PGS - PAGES	REV - REVISION
BM - BENCH MARK	ELEV - ELEVATION	LB# - LICENSED BUSINESS NUMBER	PI - POINT OF INTERSECTION	RP - RADIUS POINT
(C) - CALCULATED	EOP - EDGE OF PAVEMENT	(M) - MEASURED	POB - POINT OF BEGINNING	R/W - RIGHT-OF-WAY
C - CHORD	ESMT - EASEMENT	MB - MAP BOOK	POC - POINT OF COMMENCEMENT	SEC 10 - SECTION 10
CB - CHORD BEARING	FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION	N & D - NAIL AND DISK	POL - POINT ON LINE	SQ - SQUARE
CCR # - CERTIFIED CORNER RECORD NUMBER	FF - FINISH FLOOR	NR - NON-RADIAL	PRC - POINT OF REVERSE CURVATURE	SQ FT - SQUARE FEET
C/L - CENTERLINE	FND - FOUND	NT - NON-TANGENT	PRM - PERMANENT REFERENCE MONUMENT	TB - TANGENT BEARING
CM - CONCRETE MONUMENT	FP&L - FLORIDA POWER AND LIGHT	ORB - OFFICIAL RECORDS	PT - POINT OF TANGENCY	T11S - TOWNSHIP 11 SOUTH
CONC - CONCRETE	(G) - GRID (STATE PLANE)	(P) - PLAT	FEC - FLORIDA EAST COAST RAILWAY	(TYP) - TYPICAL
COR - CORNER		PB - PLAT BOOK		UE - UTILITY EASEMENT
		FS - FLORIDA STATUTE		W/ - WITH

## Surveyor's Notes:

1. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE WESTERLY RIGHT-OF-WAY LINE OF US HIGHWAY No. 1 AS RECORDED IN MAP BOOK 26, PAGES 62 THROUGH 63 OF THE PUBLIC RECORDS FLAGLER COUNTY, AS BEING S22°47'15"E.
4. THE "LEGAL DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR PER THE CLIENT'S REQUEST.
5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
6. THIS IS NOT A BOUNDARY SURVEY, THIS SKETCH AND DESCRIPTION WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR, NO FIELD SURVEY WAS PERFORMED TO DEFINE OWNERSHIP.

## Surveyor's Certification:

I hereby certify that the attached "Sketch and Description" of the hereon-described property is true and correct to the best of my knowledge, information and belief as prepared under my direction on November 27, 2018. I further certify that this "Sketch and Description" meets the standards of practice set forth in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to FS 472.027.

For the Firm By: \_\_\_\_\_

Jeffrey W. Patterson  
Professional Surveyor and Mapper  
Florida Registration No. 6384

TITLE BLOCK ABBREVIATIONS			
Eng. = ENGINEERING	L.B. = LICENSED BUSINESS		
C.O.A. = CERTIFICATE OF AUTHORIZATION	Arch. = ARCHITECTURAL		
Landscape = LANDSCAPE	N/A = NOT APPLICABLE	Lic. = LICENSED	
No. = NUMBER	P.O. = POST OFFICE	© = COPYRIGHT	

NOT VALID WITHOUT  
SHEETS 1 AND 2 OF 2.

Drawn by: BB

Date: 11/30/18

Job No. P61247

Scale: N/A

File: P61247\_SKD.DWG



Prepared By:  
**CPH, Inc.**

Licenses:  
Eng. C.O.A. No. 3215  
Survey L.B. No. 7143  
Arch. Lic. No. AA2600926  
Landscape Lic. No. LC0000298

500 W. Fulton St. ~ Sanford, FL 32771 ~ Ph: 407.322.6841

**INGRESS/EGRESS EASEMENT**  
SECTION 10-TOWNSHIP 11 SOUTH-RANGE 30 EAST  
FLAGLER COUNTY, FLORIDA

**SKETCH AND DESCRIPTION**

Sheet

**1**

1 of 2

© 2018

## Sketch and Description:

THIS IS NOT A BOUNDARY SURVEY

PARCEL ID# 10-11-30-0000-01010-0000  
OWNER: SUNBELT PALM COAST I LLC  
ADDRESS: PALM COAST, FL 32137  
LOT 4  
ORB 2225, PG 1075

PARCEL ID# 10-11-30-4937-00000-0040  
OWNER: US INVESTMENT HOLDING GROUP INC  
ADDRESS: 11 INDUSTRY DRIVE  
PALM COAST, FL 32137  
LOT 4  
MB 26, PGS 62-63

ENCOMPASSING  
6,835 SQUARE  
FEET±

POB

NE COR LOT 4, PALM COAST  
INDUSTRIAL PARK,  
MB 26, PGS 62-63

U.S. HWY #1/S.R. #5  
(VARIABLE WIDTH RIGHT-OF-WAY)  
SECTION 7301(105)275, DATED 6-26-53

INDUSTRY DRIVE  
(50' RIGHT-OF-WAY WIDTH)  
(PER MB 26, PGS 62-63)



NORTH LINE LOT 4

N 70°12'45" E

N 70°12'45" E  
50.07'

15' UTILITY EASEMENT  
ORB 332, PG 145

WESTERLY R/W  
LINE

EAST LINE LOT 4

50' WIDE AND PARALLEL  
TO EAST LINE LOT 4

UTILITY EASEMENT  
ORB 864, PG 1042

(BASIS OF BEARING)  
S 22°47'15" E

(PER FDOT R/W MAP)

N 22°47'15" W

127.30'

175.00'

NORTHERLY R/W  
LINE INDUSTRY DR

$\Delta = 90^{\circ}21'43''$   
R = 50.00'  
C = 70.93'  
L = 78.86'

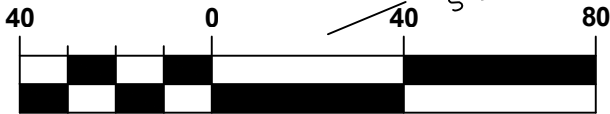
CB = N 67°36'23" W

NORTHERLY R/W  
LINE INDUSTRY DR

SOUTH LINE LOT 4

S 67°12'45" W

WESTERLY R/W  
LINE U.S. HWY #1



Graphic Scale in Feet

### TITLE BLOCK ABBREVIATIONS

Eng. = ENGINEERING L.B. = LICENSED BUSINESS  
C.O.A. = CERTIFICATE OF AUTHORIZATION Arch. = ARCHITECTURAL  
Landsc. = LANDSCAPE N/A = NOT APPLICABLE Lic. = LICENSED  
No. = NUMBER P.O. = POST OFFICE © = COPYRIGHT

NOT VALID WITHOUT  
SHEETS 1 AND 2 OF 2.

Drawn by: BB

Date: 11/30/18

Job No. P61247

Scale: 1"=40'

File: P61247\_SKD.DWG

**cph**  
www.cphcorp.com

Prepared By:

CPH, Inc.

Licenses:

Eng. C.O.A. No. 3215  
Survey L.B. No. 7143  
Arch. Lic. No. AA2600926  
Landsc. Lic. No. LC0000298

### INGRESS/EGRESS EASEMENT

SECTION 10-TOWNSHIP 11 SOUTH-RANGE 30 EAST  
FLAGLER COUNTY, FLORIDA

### SKETCH AND DESCRIPTION

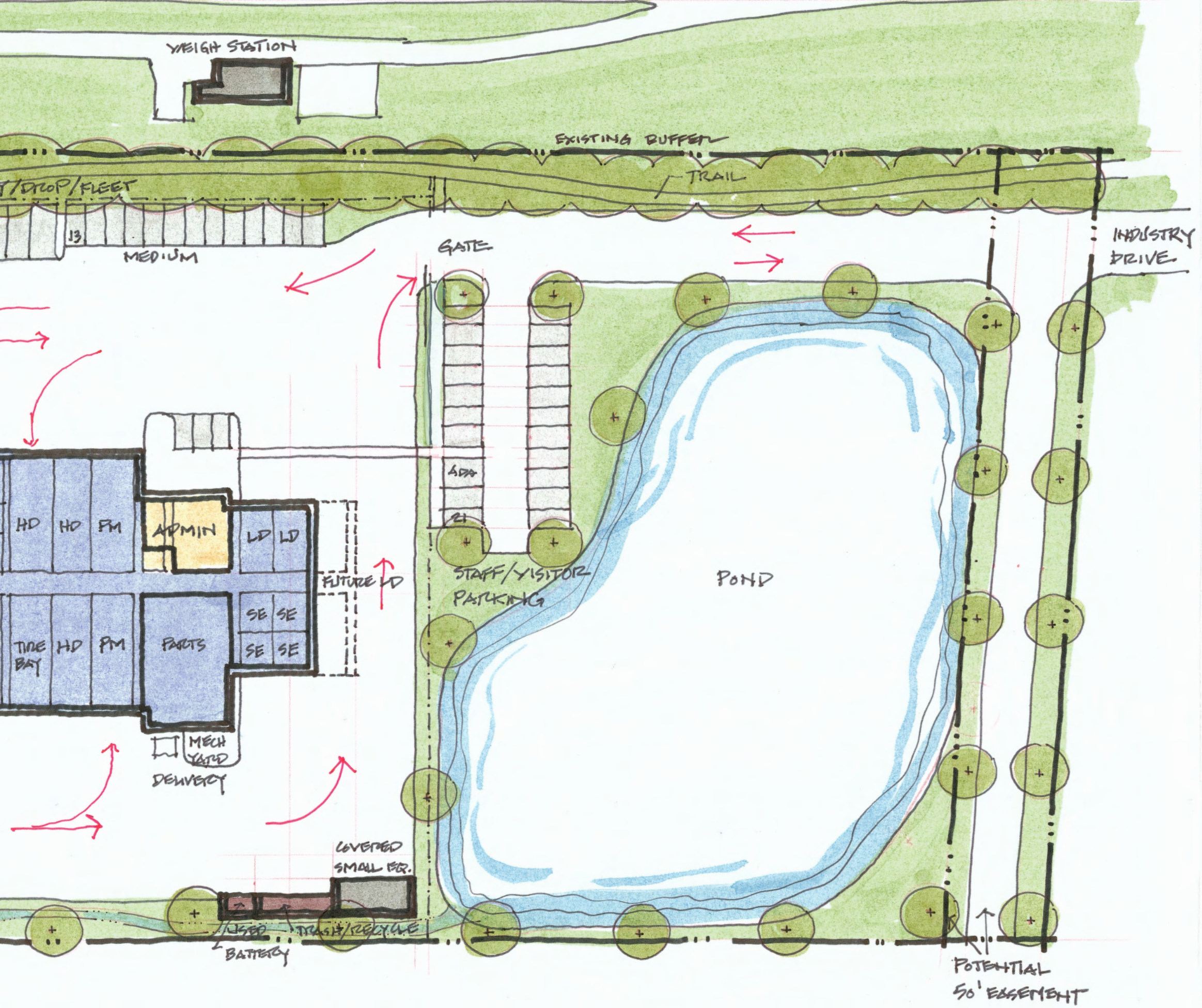
Sheet

**2**

2 of 2

© 2018







## City of Palm Coast, Florida Agenda Item

Agenda Date :03/262019

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>		<b>Account</b>
<b>Subject</b>	ORDINANCE - AMENDING CHAPTER 2, ARTICLE IV, VOLUNTEER FIREFIGHTER RETIREMENT FUND	
<b>Background :</b> The purpose of the amendment is to reflect the recent increase in the benefit limits provided under Section 457(e)(11)(B)(ii) of the Internal Revenue Code. Currently, the plan limits the benefits payable per year of service to \$3,000, in accordance with the former provision of the Internal Revenue Code. The tax Cuts and Jobs Act (December 2017) increased the benefit limit from \$3,000 to \$6,000. This ordinance, which was approved by the Board of Trustees at its quarterly meeting on February 15, 2019, amends the plan to reflect the new \$6000 benefit limit under the Internal Revenue Code.		
<b>Recommended Action :</b> Adopt Ordinance 2019-XX amending Chapter 2, Article IV, Volunteer Firefighter Retirement Fund.		

**ORDINANCE 2019-\_\_\_\_\_  
AMENDING VOLUNTEER FIREFIGHTER  
RETIREMENT SYSTEM AND TRUST FUND**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VI, RETIREMENT, DIVISION 2, VOLUNTEER FIREFIGHTER RETIREMENT SYSTEM AND TRUST FUND; AMENDING SECTION 2-540, MAXIMUM PENSION; AMENDING SECTION 2-549, SUPPLEMENTAL BENEFIT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast volunteer Firefighters are presently provided pension and certain other benefits under Ordinances of the City of Palm Coast and;

**WHEREAS**, the City Council desires to increase the increase in the benefit limits provided under Section 457(e)(11)(B)(ii) of the Internal Revenue Code.

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

**SECTION 1. AMENDMENT TO SECTION 2-540, MAXIMUM PENSION.** Chapter 2, Administration, Article VI, Retirement, Division 2, Volunteer Firefighter Retirement System and Trust Fund, Section 2-540, Maximum Pension, is hereby amended to read as follows:

**Sec. 2-540. - Maximum pension.** Notwithstanding any provision of this division to the contrary, the aggregate amount of length of service awards (including all benefits under this division, such as retirement, disability, supplemental benefits) accruing for any member under the system with respect to any year of credited service shall not exceed the limit set forth in Section 457(e)(11)(B)(ii) of the Internal Revenue Code.

**SECTION 2 AMENDMENT SECTION 2-549 SUPPLEMENTAL BENEFIT.** Chapter 2, Administration, Article VI, Retirement, Division 2, Volunteer Firefighter Retirement System and Trust Fund, Section 2-549, Supplemental Benefit, subsection (j)., is hereby amended to read as follows:

\*\*\*

(j) *Maximum benefit.* Notwithstanding any provision of this division to the contrary, the aggregate amount of length of service awards (including all benefits under this division, such as retirement, disability, supplemental benefits) accruing



for any member under the system with respect to any year of credited service shall not exceed the limit set forth in Section 457(e)(11)(B)(ii) of the Internal Revenue Code.

**SECTION 3. SEVERABILITY.** If any provision of this Ordinance or the application thereof is finally determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the illegal, invalid or unenforceable provision is not material to the logical and intended interpretation of this Article.

**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 Ordinance 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 take effect immediately upon adoption by the City Council of the City of Palm Coast.

**APPROVED** on first reading this 2nd day of April 2019.

**ADOPTED** on second reading after due public notice and hearing this 16<sup>th</sup> day of April 2019.

ATTEST:

**CITY OF PALM COAST**

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

\_\_\_\_\_  
Millissa Holland, Mayor

Approved as to form and legality

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

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 3/26/2019

<b>Department</b>	Community Development	<b>Amount</b>	\$574,255.00
<b>Item Key</b>	4432	<b>Account</b>	54029082-063000-85003 43000099-063000-99009
<b>Subject</b>	RESOLUTION 2019-XX APPROVING A CONTRACT WITH HAZEN CONSTRUCTION, LLC, FOR THE CONSTRUCTION OF PUMP STATION 24-2 FORCE MAIN CROSSING PROJECT		
<b>Background :</b> <p>As development has increased so have wastewater flows and demands, and the need for additional pipe capacity. The City of Palm Coast tasked McKim &amp; Creed to design an upgrade to the sanitary sewer force main system from Pump Station 24-2, near the intersection of Pritchard Drive and Whiteview Parkway, to the force main along Old Kings Road. Installing a 16" parallel force main will provide relief to the existing wastewater collection system and accommodate future development. McKim &amp; Creed recently completed the design of the Pump Station 24-2 Force Main Crossing project.</p> <p>The City advertised the project (ITB-CD-19-10) and on February 28, 2019 received 4 bids that were deemed to be responsive and responsible bidders.</p> <p>The project design engineer and City staff recommend award of the project to the low bidder, Hazen Construction, LLC, for \$494,445.00. In addition, staff recommends including the additive alternate, \$27,605.00, for installation of a 2" PVC fiber optic conduit for use by the IT Department for redundancy. Based on past experience with similar construction projects, staff is requesting a 10% contingency (\$52,205.00), in case of unforeseen circumstances and/or unknown conditions, for a total project cost of \$574,255.00.</p> <p>This project and the costs associated with it will be incurred over fiscal years 2019 and 2020. Funds for this project are budgeted in the Utility 5-Year Capital Improvement Plan.</p>			
<b>SOURCE OF FUNDS WORKSHEET FY 2019-2020</b>			
<b>Utility Capital Project- 54029082-063000-85003</b>		<b>\$</b>	<b>2,480,000.00</b>
Total Expenses/Encumbered to date		\$	705,899.02
Pending Work Orders/Contracts		\$	546,650.00
Current Contract		\$	0
<b>Balance</b>		<b>\$</b>	<b>1,227,451.00</b>
<b>SOURCE OF FUNDS WORKSHEET FY 2019</b>			
<b>City Hall IT Data Center- 43000099-063000-99009</b>		<b>\$</b>	<b>550,000.00</b>
Total Expenses/Encumbered to date		\$	59,336.70
Pending Work Orders/Contracts		\$	27,605.00
Current Contract		\$	0.00
<b>Balance</b>		<b>\$</b>	<b>463,058.30</b>
<b>Recommended Action :</b> <p>Adopt Resolution 2019-XX approving a contract with Hazen Construction, LLC, in the amount of \$574,255.00, including the additive alternate and a 10% contingency, for the construction of Pump Station 24-2 Force Main Crossing Project.</p>			

**RESOLUTION 2019-\_\_\_\_**  
**PUMP STATION 24-2 FORCE MAIN CROSSING**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE CONTRACT WITH HAZEN CONSTRUCTION, LLC; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Hazen Construction, LLC, desires to provide construction services for the construction of the Pump Station 24-2 Force Main Crossing for the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to have Hazen Construction, LLC, perform 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 the contract with Hazen Construction, LLC, for the construction of the Pump Station 24-2 Force Main Crossing project, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on the 2nd day of April 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

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

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

Attachment: Exhibit A –Contract with Hazen Construction, LLC

Approved as to form and legality

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



Administrative Services & Economic Development  
Central Services Division

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

## NOTICE OF INTENT TO AWARD

**Project:** ITB-CD-19-10 - Whiteview Parkway Force Main Crossing

**Date:** 3/4/2019

**Appeal Deadline:** Appeals must be filed by 5:00 PM on 3/6/2019

Firm	Bid
<b>Hazen Construction</b> New Smyrna Beach, FL	\$494,445.00
<b>S.E. Cline Construction, Inc.</b> Palm Coast, FL	\$540,776.00
<b>T B Landmark Construction, Inc.</b> Jacksonville, FL	\$548,145.00
<b>DBE Management Inc.</b> Loxahatchee, FL	\$561,122.50
<b>Commercial Industrial Corp.</b> Ocala, FL	No Bid

The intent of the City of Palm Coast is to award ITB-CD-19-10 to Hazen Construction.



# city of PALM COAST

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

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

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



*please recycle*

[palmcoastgov.com](http://palmcoastgov.com)



# RFSQ-CD-19-10 / ITB-CD-19-10 - Whiteview Parkway Force Main Crossing

## Project Overview

Project Details	
Reference ID	RFSQ-CD-19-10 / ITB-CD-19-10
Project Name	Whiteview Parkway Force Main Crossing
Project Owner	Kelly Downey
Project Type	ITB
Department	Procurement
Current Spend	\$0.00
Target Savings	0%



<b>Budget</b>	\$400000.00 - \$465000.00
<b>Project Description</b>	The City of Palm Coast is requesting proposals from qualified vendors. The Contractor shall furnish all labor, material, equipment, tools, supervision, and any other items required for in order to install approximately 775 feet of 16-inch PVC forcemain; 1,320 feet of 18-inch HDPE pipe installed by horizontal directional drill; 765 feet of 2-inch PVC and 1,320 feet of 3- inch HDPE IT conduit; plug valves; air release valves/vaults; clearing and grubbing, sodding and appurtenances.
<b>Open Date</b>	Jan 30, 2019 8:00 AM EST
<b>Intent to Bid Due</b>	Feb 07, 2019 2:00 PM EST
<b>Close Date</b>	Feb 07, 2019 2:00 PM EST

<b>Awarded Suppliers</b>	<b>Reason</b>	<b>Score</b>
<b>Hazen Construction</b>		<b>100 pts</b>

## Seal status





Requested Information	Unsealed on	Unsealed by
Qualification Forms Section 00100 (A - M)	Feb 07, 2019 2:25 PM EST	Kelly Downey
Underground Contractors License or General Contractors License	Feb 07, 2019 2:25 PM EST	Kelly Downey
Section 00200 Forms	Feb 28, 2019 2:01 PM EST	Kelly Downey
Forms 5 & 6	Feb 28, 2019 2:01 PM EST	Kelly Downey
Bid Schedule & Unit Pricing Schedule	Feb 28, 2019 2:01 PM EST	Kelly Downey
Addendum # 1	Feb 28, 2019 2:00 PM EST	Kelly Downey
Addendum # 2	Feb 28, 2019 2:00 PM EST	Kelly Downey
Addendum # 3	Feb 28, 2019 2:00 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	Feb 07, 2019 2:34 PM EST	No
Mary Kronenberg	Feb 11, 2019 7:55 AM EST	No
Alex Blake	Feb 11, 2019 8:09 AM EST	No
Danny Ashburn	Feb 12, 2019 2:25 PM EST	No

## Project Criteria

Criteria	Points	Description
Pre-Qualification Forms	Pass/Fail	Pre-Qualification Forms A - M



Pre-Qualification Review	Pass/Fail	Pre-Qualification Review
Forms Section 00200	Pass/Fail	Forms Section 00200
Forms 5 & 6	Pass/Fail	Forms 5 & 6
Bid Schedule & Unit Price Schedule	100 pts	Bid Schedule & Unit Price Schedule
Technical Review	Pass/Fail	Forms Section 00200, Bid Schedule & Unit Price Schedule
Addendum #1, 2, & 3	Pass/Fail	Addendum #1, 2, & 3
<b>Total</b>	<b>100 pts</b>	

## Scoring Summary

### Active Submissions

	<b>Total</b>	<b>Pre-Qualification Forms</b>	<b>Pre-Qualification Review</b>	<b>Forms Section 00200</b>	<b>Forms 5 &amp; 6</b>
<b>Supplier</b>	<b>/ 100 pts</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>



	<b>Total</b>	<b>Pre-Qualification Forms</b>	<b>Pre-Qualification Review</b>	<b>Forms Section 00200</b>	<b>Forms 5 &amp; 6</b>
<b>Supplier</b>	<b>/ 100 pts</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>
Hazen Construction	100 pts	Pass	Pass	Pass	Pass
S.E. Cline Construction, Inc.	91.43 pts	Pass	Pass	Pass	Pass
T B Landmark Construction, Inc.	90.2 pts	Pass	Pass	Pass	Pass
DBE MANAGEMENT INC	88.12 pts	Pass	Pass	Pass	Pass
Commercial Industrial Corp	0.04944 pts	Pass	Pass	Fail	Fail

	<b>Bid Schedule &amp; Unit Price Schedule</b>	<b>Technical Review</b>	<b>Addendum #1, 2, &amp; 3</b>
<b>Supplier</b>	<b>/ 100 pts</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>



	<b>Bid Schedule &amp; Unit Price Schedule</b>	<b>Technical Review</b>	<b>Addendum #1, 2, &amp; 3</b>
<b>Supplier</b>	<b>/ 100 pts</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>
Hazen Construction	100 pts (\$494,445.00)	Pass	Pass
S.E. Cline Construction, Inc.	91.43 pts (\$540,776.00)	Pass	Pass
T B Landmark Construction, Inc.	90.2 pts (\$548,145.00)	Pass	Pass
DBE MANAGEMENT INC	88.12 pts (\$561,122.50)	Pass	Pass
Commercial Industrial Corp	0.04944 pts (\$1,000,000,000.00)	Pass	Fail

## Eliminated Submissions



	<b>Pre- Qualification Forms</b>	<b>Pre- Qualification Review</b>	<b>Forms Section 00200</b>	<b>Forms 5 &amp; 6</b>	<b>Bid Schedule &amp; Unit Price Schedule</b>
<b>Supplier</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>/ 100 pts</b>
4C'S Trucking and Excavation, Inc.	Pass	Fail	-	-	-
Black Sands Development Group, PLLC	Fail	Fail	-	-	-
GPS Civil Construction, Inc	Pass	Fail	-	-	-



## Reason

Supplier	Disqualified by	Reason
4C'S Trucking and Excavation, Inc.	Kelly Downey	did not meet qualifications
GPS Civil Construction, Inc	Kelly Downey	did not meet qualifications
Black Sands Development Group, PLLC	Kelly Downey	did not meet qualifications



**BID TABULATION**  
**WHITEVIEW PARKWAY FORCE MAIN CROSSING**  
**CITY OF PALM COAST**  
**BID NO. ITB-CD-19-10**



Bid Date: February 28, 2019  M&C Project Number: 028090074	Certified True and Correct: Scott R. Spooner, P.E. 23273 McKim & Creed, Inc.	Date: March 4, 2019	Engineer's Opinion of Probable Cost - Base Bid: <u>\$422,702.50</u> Additive Alternate Bid: <u>\$40,573.50</u>
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ITEM NO.	DESCRIPTION	QTY	UNIT	Hazen Construction, LLC		S.E. Cline Construction, Inc.		TB Landmark Construction, Inc.		DBE Utility Services		Commercial Industrial Group	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BASE BID													
1	Mobilization/Demobilization (Max 5% of Bid)	1	LS	\$20,000.00	\$20,000.00	\$21,954.00	\$21,954.00	\$19,650.00	\$19,650.00	\$22,000.00	\$22,000.00	NO BID SUBMITTED WITH PACKAGE	
2	Survey and Layout	1	LS	\$3,500.00	\$3,500.00	\$7,473.00	\$7,473.00	\$7,700.00	\$7,700.00	\$6,900.00	\$6,900.00		
3	Remove Existing 16-inch Force Main	30	LF	\$50.00	\$1,500.00	\$35.50	\$1,065.00	\$53.50	\$1,605.00	\$72.00	\$2,160.00		
4	Furnish & Install Force Main with Restrained Joints												
	a. 16-inch PVC	535	LF	\$86.00	\$46,010.00	\$96.50	\$51,627.50	\$123.00	\$65,805.00	\$90.50	\$48,417.50		
	b. 12-inch PVC	15	LF	\$75.00	\$1,125.00	\$70.26	\$1,053.90	\$149.00	\$2,235.00	\$80.00	\$1,200.00		
5	Furnish & Install Force Main with Non-Restrained Joints												
	a. 16-inch PVC	240	LF	\$64.00	\$15,360.00	\$63.90	\$15,336.00	\$110.00	\$26,400.00	\$75.00	\$18,000.00		
6	Furnish & Install HDPE Pipe by Horizontal Directional Drill												
	a. 18-inch HDPE DR9	1,320	LF	\$225.00	\$297,000.00	\$239.58	\$316,245.60	\$205.00	\$270,600.00	\$246.00	\$324,720.00		
7	Furnish & Install Compact Ductile Iron Fittings	1.00	TON	\$14,200.00	\$14,200.00	\$22,126.00	\$22,126.00	\$12,814.00	\$12,814.00	\$16,105.00	\$16,105.00		
8	Furnish & Install Valves and Valve Boxes												
	a. 16-inch Plug	2	EA	\$4,500.00	\$9,000.00	\$7,584.00	\$15,168.00	\$4,500.00	\$9,000.00	\$7,250.00	\$14,500.00		
9	Cut-Ins and Connections to Existing Mains												
	a. 16-inch Dry Connection	1	EA	\$5,500.00	\$5,500.00	\$6,909.00	\$6,909.00	\$5,500.00	\$5,500.00	\$5,620.00	\$5,620.00		
	b. 16-inch Cut In	1	EA	\$7,000.00	\$7,000.00	\$6,909.00	\$6,909.00	\$6,800.00	\$6,800.00	\$9,800.00	\$9,800.00		
	c. 12-inch Wet Tap	1	EA	\$8,800.00	\$8,800.00	\$11,398.00	\$11,398.00	\$11,000.00	\$11,000.00	\$9,000.00	\$9,000.00		
10	Furnish & Install Air Release Valve Assembly and Vault	3	EA	\$8,500.00	\$25,500.00	\$9,442.00	\$28,326.00	\$11,550.00	\$34,650.00	\$11,400.00	\$34,200.00		
11	Removal of Unsuitable Material	10	CY	\$30.00	\$300.00	\$20.00	\$200.00	\$18.50	\$185.00	\$90.00	\$900.00		
12	Furnish & Install Select Fill Material	10	CY	\$15.00	\$150.00	\$20.00	\$200.00	\$18.50	\$185.00	\$80.00	\$800.00		
13	Cleaning & Pigging of Force Main	1	LS	\$1,500.00	\$1,500.00	\$6,917.00	\$6,917.00	\$10,088.00	\$10,088.00	\$7,200.00	\$7,200.00		





BID TABULATION  
WHITEVIEW PARKWAY FORCE MAIN CROSSING  
CITY OF PALM COAST  
BID NO. ITB-CD-19-10



ITEM NO.	DESCRIPTION	QTY	UNIT	Hazen Construction, LLC		S.E. Cline Construction, Inc.		TB Landmark Construction, Inc.		DBE Utility Services		Commercial Industrial Group	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BASE BID (CONT'D)													
14	Clearing & Grubbing	1	LS	\$24,500.00	\$24,500.00	\$12,475.00	\$12,475.00	\$38,000.00	\$38,000.00	\$5,200.00	\$5,200.00	NO BID SUBMITTED WITH PACKAGE	
15	Furnish & Install Bahia Sod	500	SY	\$5.00	\$2,500.00	\$3.38	\$1,690.00	\$5.00	\$2,500.00	\$7.50	\$3,750.00		
16	Furnish & Install Seed and Mulch	1,800	SY	\$1.00	\$1,800.00	\$0.90	\$1,620.00	\$2.10	\$3,780.00	\$6.50	\$11,700.00		
17	Furnish & Install Markers for ARV Vaults	6	EA	\$200.00	\$1,200.00	\$222.00	\$1,332.00	\$333.00	\$1,998.00	\$250.00	\$1,500.00		
18	Erosion and Sedimentation Control	1	LS	\$2,500.00	\$2,500.00	\$1,688.00	\$1,688.00	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00		
19	Maintenance of Traffic	1	LS	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$5,400.00	\$5,400.00	\$5,500.00	\$5,500.00		
20	Submit Certified As-Built Drawings	1	LS	\$2,500.00	\$2,500.00	\$2,750.00	\$2,750.00	\$5,000.00	\$5,000.00	\$4,200.00	\$4,200.00		
21	Indemnification (Max 1% of Bid)	1	LS	\$1,000.00	\$1,000.00	\$5,313.00	\$5,313.00	\$250.00	\$250.00	\$250.00	\$250.00		
TOTAL BASE BID (Item Nos. 1 through 21)				\$494,445.00		\$540,776.00		\$548,145.00		\$561,122.50			
SURETY				Western Surety Company		Endurance Assurance Corporation		Travelers Casualty & Surety Company of America		Old Republic Surety Company			
ADDITIVE ALTERNATE BID													
ITEM NO.	DESCRIPTION	QTY	UNIT	Hazen Construction, LLC		S.E. Cline Construction, Inc.		TB Landmark Construction, Inc.		DBE Utility Services		Commercial Industrial Group	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
22	Furnish & Install 2-inch PVC Fiberoptic Conduit	765	LF	\$7.00	\$5,355.00	\$17.30	\$13,234.50	\$15.20	\$11,628.00	\$14.00	\$10,710.00	NO BID SUBMITTED WITH PACKAGE	
23	Directional Drill Canal/Roadway Crossing with 3-inch HDPE Pipe												
	a. 1,320-foot Crossing of Canal and Interstate 95	1	LS	\$18,000.00	\$18,000.00	\$33,330.00	\$33,330.00	\$73,250.00	\$73,250.00	\$26,000.00	\$26,000.00		
24	Furnish & Install Fiberoptic Conduit Pull Box	5	EA	\$850.00	\$4,250.00	\$2,661.84	\$13,309.20	\$2,715.00	\$13,575.00	\$1,250.00	\$6,250.00		
TOTAL AMOUNT OF ADDITIVE ALTERNATE BID (Items 22-24)				\$27,605.00		\$59,873.70		\$98,453.00		\$42,960.00			

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 3/26/2019

<b>Department</b>	Information Technology	<b>Amount</b>	\$160,471.68
<b>Item Key</b>		<b>Account</b>	#54029090-063000-84005
<b>Subject</b>	RESOLUTION 2019-XX APPROVING A WORK ORDER WITH DANELLA CONSTRUCTION CORPORATION FOR FIBER CONNECTION FROM SR 100 TO WATER TREATMENT PLANT 2 (WTP2)		
<b>Background :</b> As part of the Sensus Advanced Metering Infrastructure (AMI) project, one of the metering antennas will be located on a tower at this location. To move the data received by the antennae for processing, a fiber run connecting the tower to the rest of the City is required.  Under the existing contract, staff negotiated a scope and fee not-to-exceed \$160,471.68 with Danella Construction Corporation. City staff has determined that the cost is reasonable and fair and consistent with these types of services for a project of this size and scope. Funds for this project have been budgeted for out of FY 2019 Utility Capital fund.  Staff also notes by connecting Water Treatment Plant 2 to FiberNet, the City will save approximately \$6,500 per year in telecommunication costs.			
<b>SOURCE OF FUNDS WORKSHEET FY 2019</b>			
Impr-Distribution System 54029090-063000-84005			\$ 2,909,326.00
Total Expended/Encumbered to Date			\$ 919,653.79
Pending Work Orders/Contracts			\$
Current (WO/Contract)			\$ 160,471.68
<b>Balance</b>			<b>\$1,829,200.70</b>
<b>Recommended Action :</b> Adopt Resolution 2019-XX approving a work order with Danella Construction corporation for fiber connection from SR 100 to Water Treatment Plant 2 (WTP 2).			

**RESOLUTION 2019-\_\_\_\_\_**  
**FIBERCONNECTION**  
**SR 100 TO WATER TREATMENT PLANT 2**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A WORK ORDER WITH DANELLA CONSTRUCTION CORPORATION FOR FIBER CONNECTION FROM SR 100 TO WTP2; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Danella Construction Corporation, has expressed a desire to provide fiber connection from SR 100 to Water Treatment Plant (WTP2) for the City of Palm Coast; and

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

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

**SECTION 1. APPROVAL OF WORK ORDER.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the work order with Danella Construction Corporation, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 2<sup>nd</sup> day of April 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit "A" – WO with Danella Construction Corporation

Approved as to form and legality

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

WORK ORDER # 1  
PO # \_\_\_\_\_



DATE: 03 / 08 / 20 19

Project Manager's Initials BE

SUPPLIER INFORMATION		BID DETAILS	
Name	Danella Construction Corporation	Project Title	Highway 100 - WTP2
Street	581 Washburn Rd	Bid #	RFP-IT-18-36
City, State, Zip	Melbourne, FL 32934	City Council Approval date	5/15/2018

TOTAL COST: \$ 160,471.68  
(must equal amount of Purchase Order)

1. **INCORPORATION BY REFERENCE** The provisions of the agreement dated May 21 2018 ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.

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

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

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

4. **SCHEDULE** (chose one): ☐ AS NEEDED BASIS ☒ SHALL BE COMPLETED BY - 9 / 27 / 20 19

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**SUPPLIER APPROVAL**

By: Caitlin Loughran  
Print: Caitlin Loughran  
Title: Manager  
Date: 3/12/19

**CITY APPROVAL**

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



## Proposal

<b>From:</b>	Danella Construction Corporation 581 Washburn Rd Melbourne, FL 32934 USA	<b>Project:</b>	PALM COAST - WTP AT 50 CITATION BLVD - 48F
		<b>Description:</b>	New route to WTP2

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
006 Single mode Outdoor 48 strand fiber optic cable	16,232.000	Ft	\$1.64	\$26,620.48
015 Trench 36" - Hand dig	12,940.000	Ft	\$5.50	\$71,170.00
016 Directional Bore 2"	1,792.000	Ft	\$12.00	\$21,504.00
019 Core Bore Structure	1.000	Ea	\$75.00	\$75.00
020 Tracer wire 12 GA w/ HMWPE covering (per ft installed)	14,732.000	Ft	\$0.35	\$5,156.20
021 Warning Tape	13.000	reel	\$50.00	\$650.00
022 Pull Box (hand hole) 24x36x18 load bearing, installed	26.000	Ea	\$700.00	\$18,200.00
032 Remove and Replace Access Loop for New/Existing Splice Case	1.000	Ea	\$150.00	\$150.00
033 Mid-Sheath Fiber Entry	1.000	Ea	\$350.00	\$350.00
035 Re-enter Splice Case and Place Cable	1.000	Ea	\$150.00	\$150.00
036 Splice 1-24 Optical Fibers	12.000	Ea	\$30.00	\$360.00
050 City Right of Way Permit	14,732.000	Ft	\$0.25	\$3,683.00

# Proposal

ITEM / DESCRIPTION	BID QTY U/M	UNIT BID	AMOUNT
051 Job Design per ft (3500 ft min to incl access and maintenance loops) Price includes drawings delivered and retrieved from MLGW, obtain City ROW permits, GPS Data, and As Built drawings submitted to City of Palm Coast at completion of job.	14,732.000 Ft	\$0.75	\$11,049.00
052 Furnish & Install splice tray in existing splice case	1.000 Ea	\$55.00	\$55.00
053 Furnish WIC	1.000 Ea	\$38.00	\$38.00
054 Install wall mount panel	1.000 Ea	\$75.00	\$75.00
055 Furnish & Install pigtails	6.000 Ea	\$21.00	\$126.00
057 Furnish & Install Bulkhead	1.000 Ea	\$110.00	\$110.00
058 Furnish & Install Marker Posts	12.000 Ea	\$65.00	\$780.00
059 Furnish & Install Marker Post with test station	2.000 Ea	\$85.00	\$170.00
TOTAL BID:			\$160,471.68

## Project Comments

Signature: Caitlin Loughran

Caitlin Loughran cloughran@danella.com

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 3/26/2019

<b>Department</b>	Community Development	<b>Amount</b>	\$30,000
<b>Item Key</b>		<b>Account</b>	#10015509-034000
<b>Subject</b>	RESOLUTION 2019-XX APPROVING A WORK ORDER WITH ENGLAND, THIMS & MILLER, INC FOR TRAFFIC ENGINEER CONSULTING SERVICES		
<b>Background :</b> Staff enlisted the services of one of the City's continuing services contracted consultants, ETM, to provide traffic engineering services. The Consultant will provide miscellaneous engineering related services on an as-needed basis. Work to be performed may include, but not be limited to: engineering design, preparation of engineering drawings, modeling, preparation of technical specifications, Computer Aided Drafting (CAD), conference calls, meetings and coordination with City staff, engineering and traffic and transportation reviews, and permit assistance.  Under the existing contract, staff negotiated this Work Order with a scope and fee not-to-exceed \$30,000 to increase an existing FY19 Work Order for a new not-to-exceed total of \$59,000 with England, Thims & Miller, Inc. City staff has determined that the cost for the consulting services are reasonable and fair. Funds will be expended out of the 2019 Construction Engineering and Management division budget.			
<b>Recommended Action :</b> Adopt Resolution 2019--XX approving a work order with England, Thims & Miller, Inc. for traffic engineer consulting services.			



**RESOLUTION 2019-\_\_\_\_\_**  
**TRAFFIC ENGINEER CONSULTING SERVICES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A WORK ORDER WITH ENGLAND, THIMS & MILLER, INC. FOR TRAFFIC ENGINEER CONSULTING SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, England, Thimes & Miller, Inc., has expressed a desire to provide Traffic Engineer consulting services for the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires for England, Thimes & Miller, Inc., to complete the above referenced services.

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

**SECTION 1. APPROVAL OF WORK ORDER.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the work order with England, Thimes & Miller, Inc., as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 2<sup>nd</sup> day of April 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit "A" – WO with England, Thims & Miller, Inc.

Approved as to form and legality

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

WORK ORDER # \_\_\_\_\_

PO #: \_\_\_\_\_



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

Project Manager's Initials \_\_\_\_\_

## SUPPLIER INFORMATION

## BID DETAILS

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

TOTAL COST: \$ \_\_\_\_\_

(must equal amount of Purchase Order)

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

2. **METHOD OF COMPENSATION (chose one):** \_\_\_\_\_ **FIXED FEE** \_\_\_\_\_ **NOT TO EXCEED\***

Fixed - Amount Proposed is set amount for services – will not change regardless of time. Not to exceed -: Spend over time shall not exceed Total Cost without approved change order

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

## SUPPLIER APPROVAL

## CITY APPROVAL

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

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

Print: Matthew S. Maggiore, PE

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

Title: Executive Vice PresidentTitle: Assistant City Manager or DesigneeDate: March 7, 2019

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

Staff proposes to enlist the services of one of the City's continuing services contracted consultants, ETM, to provide traffic engineering services. The Consultant will provide miscellaneous engineering related services on an as-needed basis. Work to be performed may include, but not be limited to: engineering design, preparation of engineering drawings, modeling, preparation of technical specifications, Computer Aided Drafting (CAD), conference calls, meetings and coordination with City staff, engineering and traffic and transportation reviews, and permit assistance.

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 03/26/2019

<b>Department</b>	UTILITY	<b>Amount</b>	\$ 28,600.00
<b>Item Key</b>		<b>Account</b>	# 54019084-052030
<b>Subject</b>	RESOLUTION 2019-XX APPROVING PIGGYBACKING THE ST. JOHNS COUNTY CONTRACT WITH CHEMTRADE INC. FOR THE PURCHASE OF LIQUID ALUMINUM SULFATE		
<b>Background :</b> The Wastewater Treatment Division uses liquid aluminum sulfate to control phosphorous limits to comply with (FDEP) Florida Department of Environmental Protection permit at Wastewater Treatment Plant #2. Due to a price increase for this chemical, additional funding is needed to purchase this product from Chemtrade.  City staff is recommending that City Council approve piggybacking the St. Johns County Contract (#17-MCC-CHE-07813) with Chemtrade Inc. through January 31, 2020 to purchase liquid aluminum sulfate. Piggybacking existing competitively bid contracts is advantageous since the pricing is generally better than what the City could obtain on its own, and the City does not incur the expense and delay of soliciting a bid.  Since the underlying contract is an agreement on a per unit price basis, City staff will make purchases on an as needed basis using budgeted funds appropriated by City Council. The Fiscal Year 2019 Budget includes available funding in the City's Utility operating budgets to purchase aluminum sulfate. City staff estimates that the City will expend approximately an additional \$28,600 for the remainder of FY 2019 under this piggyback contract. Annually the approximate expenditure will be \$31,000.			
<b>Recommended Action :</b> Adopt Resolution 2019-XX approving piggybacking the St. Johns County contract with Chemtrade Inc. for the purchase of liquid aluminum sulfate.			

**RESOLUTION 2019 - \_\_\_\_\_**  
**PIGGYBACK ST. JOHNS COUNTY CONTRACT WITH**  
**CHEMTRADE INC.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A PIGGYBACK CONTRACT BETWEEN CHEMTRADE INC. AND ST. JOHNS COUNTY FOR LIQUID ALUMINUM SULFATE; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chemtrade Inc. has expressed a desire to provide Liquid Aluminum Sulfate to the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to approve a piggyback contract between Chemtrade Inc. and St. Johns County Contract #17-MCC-CHE-07813 for Liquid Aluminum Sulfate.

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

**SECTION 1. APPROVAL OF PIGGYBACK.** The City Council of the City of Palm Coast hereby approves the terms and conditions of a piggyback contract between Chemtrade Inc. and St. Johns County Contract #17-MCC-CHE-07813 for Liquid Aluminum Sulfate, as attached hereto and incorporated herein by reference as Exhibit "A".

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 2nd day April 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Engagement Letter

Approved as to form and legality

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



## CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Chemtrade Chemicals US, LLC

Project Name: Water & Wastewater Treatment Chemicals Bulk Aluminum Sulfate

Bid/Reference # Bid # 16-54 Contract # 17-MCC-CHE-07813

Contract Type: Engagement Letter (Piggyback)

Contract Value \$ 31,000

Resolution # 2019-

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

Standard Contract Template (Y/N): n/a - piggyback

If No, then Reviewed by  
City Attorney: n/a - piggyback

Length of Contract: January 31, 2020

Renewable (Y/N): Y

If Yes, # and length of  
renewals: 2 @ one year each

City's Project Manager Danny Ashburn/Patrick Henderson

### Brief Description/Purpose:

To utilize the revised pricing on the St. John's County contract with Chemtrade Chemicals to purchase Liquid Aluminum Sulfate. Pricing has increased from \$0.5551/Gal to \$0.6632/Gal.

### Approvals:

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

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

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

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

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

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

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

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





# City of PALM COAST

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

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

Chemtrade Chemicals US, LLC.  
Attn: Mr. Parul Kachhia-Patel  
90 East Halsey Road  
Parsippany, NJ 07054

RE: Engagement Letter Authorizing Piggyback

Purchase of Water & Wastewater Treatment Chemicals, St. Johns County Florida

Contract Name

Bid No 16-54

Contract Reference

Dear Mr. Patel

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

All invoices should be sent via email to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below, if you have any questions.

Regards,

*Rose Conceicao*

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

**This Engagement Letter is hereby acknowledged and agreed to:**

**CITY OF PALM COAST**

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

Print: Beau Falgout

Title: Interim City Manager

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

DocuSigned by:

By: Parul Kachhia-Patel  
(Authorized Corporate Officer)  
62D15F730A45420...

Print Name: Parul Kachhia-Patel

Title: Marketing Specialist

Date: Jan 30, 2019 | 2:20 PM EST



please recycle

[palmcoastgov.com](http://palmcoastgov.com)



# St. Johns County Board of County Commissioners

Purchasing Division

## CONTRACT AMENDMENT No: 3

Bid No: 16-54; Purchase of Water & Wastewater Treatment Chemicals

Master Contract No: 17-MCC-CHE-07813

**Contractor:** Chemtrade Chemicals US, LLC  
90 East Halsey Road  
Parsippany, NJ 07054

Date: November 21, 2018


Contract Amendment No: 3 is hereby issued to amend the above referenced Master Contract as follows:

1. Contract **Renewal Option 2 of 4** is hereby being exercised by St. Johns County.
2. The contract time is hereby extended from February 1, 2019 for a period of one (1) year and shall expire at 11:59pm Eastern Daylight Saving Time (EDST) on January 31, 2020.
1. The unit price for Bulk Aluminum Sulfate is increased to \$0.6632 per gallon.

St. Johns County shall compensate the vendor based upon the terms as stated in the Master Contract dated December 29, 2016.

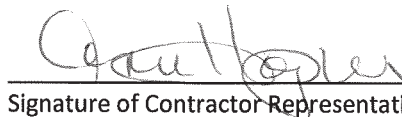
With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Contractor acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Contractor have executed this Amendment on the dates below noted.

  
\_\_\_\_\_  
Signature of County Representative

11/28/18  
\_\_\_\_\_  
Date

Jaime T. Locklear, MPA, CPPB, FCCM – Purchasing Manager  
\_\_\_\_\_  
Printed Name & Title – County Representative

  
\_\_\_\_\_  
Signature of Contractor Representative

NOVEMBER 27, 2018  
\_\_\_\_\_  
Date

ANN HOPLER, MARKETING SPECIALIST  
\_\_\_\_\_  
Printed Name & Title

ST JOHN.

NOV 28 '18

PURCHASING

End of Amendment No: 3



## CONTRACT AGREEMENT

**Bid No: 16-54; Purchase of Water & Wastewater Treatment Chemicals**

**Bulk Aluminum Sulfate**

**Master Contract No: 17-MCC-CHE-07813**

This Contract Agreement ("Agreement") is made as of this 29<sup>th</sup> day of December, 2016, by and between **St. Johns County, FL**, ("County") or ("St. Johns County") a political subdivision of the State of Florida, with principle offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Chemtrade Chemicals US, LLC**, ("Contractor") authorized to do business in the State of Florida, with mailing address: 90 East Halsey Road, Parsippany, NJ 07054; Phone: (800) 858-7665; Fax: (832) 436-4709; and Email: bids@poolsure.com.

WITNESSETH: That for and in consideration of the payment and agreements hereinafter mentioned;

### ARTICLE 1 – DURATION AND RENEWAL

This Agreement shall become effective on February 1, 2017, shall be in effect for an initial contract term of one (1) calendar year, and may be renewed for up to a maximum of four (4) one (1) year renewal periods, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Section, it is expressly noted that the County is under no obligation to extend this Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that the Contractor has satisfactorily performed the Scope of Services noted elsewhere in this Agreement.

### ARTICLE 2 – ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall consist of all Bid Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all duly executed Task Orders, and Change Orders, if applicable. Any representations, whether verbal or written, that are not included in the Contract Documents do not form part of this Contract Agreement.

### ARTICLE 3 – SERVICES

The Contractor's responsibility under this Agreement shall be to provide all labor, materials, and equipment necessary to supply **bulk aluminum sulfate** to the St. Johns County Utility Department, ("SJCUD"), as needed, in accordance with Bid No: 16-54, and as otherwise provided in the Contract Documents.

### ARTICLE 4 – SCHEDULE

The Contractor shall perform the required services as specified in the Contract Documents. The Contractor shall be required to comply with the schedule set forth in the specifications, and as coordinated with the authorized designee(s) in SJCUD, throughout the duration of this Agreement. No changes to said schedule shall be made without prior written authorization by the County.

### ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. St. Johns County shall compensate the Contractor based upon the unit price per pound of **point five two eight one cents (\$0.5281) per gallon for bulk aluminum sulfate**, as submitted in the bid proposal, accepted by the County, and provided herein. The maximum amount available as compensation to the Contractor under this Agreement shall not exceed the annual amount budgeted by SJCUD, unless additional funds become available, or are properly transferred, for services satisfactorily performed in accordance with the Contract Documents.
- B. It is strictly understood that the Contractor is not entitled to the above referenced amount of compensation. Rather, the Contractor's compensation shall be based upon the Contractor's adhering to the Scope of Services, detailed in the Contract Documents. As such, the Contractor's compensation is dependent upon satisfactory completion of services stated in the Specifications, and included by reference in this Agreement.

- C. The Contractor shall bill the County at the end of each month, for Services satisfactorily performed. The County reserves the right to pro-rate or refuse payment of any submitted invoice where services were not satisfactorily performed. The County shall pay the Contractor, for Services satisfactorily performed, in accordance with the Prompt Payment Act, Chapter 218.74(2), Florida Statutes.
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include the following information at a minimum:
  - Vendor Information (Full Legal Name, Address, Phone, Fax, Email)
  - Date of Invoice, Invoice Number
  - SJC Purchase Order Number, Master Contract Number, Bid Number
  - Unit Price of Product, Total Price of Invoice
  - Quantities Provided, Date(s) of Service, Location(s) Delivered To
- E. Final Invoice: In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly state "Final Invoice" on the Contractor's final/last billing to the County.
- F. Unless otherwise notified, bills/invoices shall be delivered to:

St. Johns County Utility Department  
 ATTN: Kathy Kelshaw  
 1205 State Road 16  
 St. Augustine, FL 32084

#### ARTICLE 6 – TRUTH-IN-NEGOTIATING CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate, certifying that the wage rates and cost used to determine the compensation provided for this Agreement are accurate, complete and current as of the date of this Agreement.

The said rates and costs shall be reduced to exclude any significant sums should the county determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside subcontractors. The County may exercise its rights under this Article 6 within eighteen (18) months following final payment.

#### ARTICLE 7 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) consecutive calendar days advance written notice to the Contractor of such termination without cause.
- B. This Contract may be terminated by the County with cause upon at least fourteen (14) consecutive calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

#### ARTICLE 8 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor; such notice shall include a timeframe of no fewer than five (5) consecutive calendar days in which to cure the default. Failure by the Contractor to cure the default, or take acceptable corrective action within the timeframe provided in the Notice of Default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. It is expressly noted that, should the County issue three (3) Notices of Default to the Contractor, during the term of this Agreement, such action shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Contract, the Contractor shall be paid for deliveries authorized and satisfactorily performed under this Agreement until the effective date of the termination.
- D. Upon receipt of a Notice of Default, except as otherwise directed by the County in writing, the Contractor shall:
  1. Stop work on the date to the extent specified.
  2. Terminate and settle all orders and subcontracts relating to this Agreement.



3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
4. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 9 – PERSONNEL**

The Contractor represents that it has, or shall secure, at its own expense, all necessary personnel required to perform the required services as provided herein. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performed the required services shall be fully qualified and, if required, authorized or permitted under federal, state, and local law to perform such services.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 10 – SUBCONTRACTING**

St. Johns County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Services described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Services in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

#### **ARTICLE 11 – FEDERAL AND STATE TAX**

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide the appropriate Tax Exempt Certificate to the Contractor, upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's tax exemption status in any manner

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including, but not limited to: Social Security payroll taxes (FICA), associated with or stemming from the Contractor's performance under this Agreement.

#### **ARTICLE 12 – AVAILABILITY OF FUNDS**

The County's obligations under this Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

#### **ARTICLE 13 – INSURANCE**

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this Article and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of insurance to the County prior to the commencement of this Agreement. The certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by this Agreement, and that no material change or cancellations of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates

shall specifically include the County as Additional Insured for all lines of coverages except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims of damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

#### **ARTICLE 14 – INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the County, its officers, and employees, from all liabilities, damages, losses, and costs arising under this Agreement, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, act, or omission of the Contractor or any other person employed or utilized by the Contractor, whether intentional or unintentional.

#### **ARTICLE 15 – SUCCESSORS & ASSIGNS**

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

#### **ARTICLE 16 – REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees.

#### **ARTICLE 17 – CONFLICT OF INTEREST**

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of the obligations required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify St. Johns County, in writing, by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of performance provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest, or circumstance and it shall be deemed not in conflict of interest with respect to the scope of work performed by the Contractor under the terms of this Agreement.

#### **ARTICLE 18 – EXCUSABLE DELAYS**

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: Acts of God; the County's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and sever weather conditions.

Upon the Contractor's request, the County shall consider the facts and extend of any delay and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule, and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 19 – ARREARS**

The Contractor shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### **ARTICLE 20 – INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall remain, throughout the duration of this Agreement, an independent contractor, and not an employee, agent, or servant of St. Johns County. All persons engaged in any of the work or services performed pursuant to this Agreement shall, at all times and in all places, be subject to the Contractor's sole discretion, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to St. Johns County shall be that of an independent contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

#### **ARTICLE 21 – CONTINGENT FEE**

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

#### **ARTICLE 22 – ACCESS AND AUDITS**

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents, as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.



## **ARTICLE 23 – NONDISCRIMINATION**

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

## **ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

## **ARTICLE 25 – ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs and expenses incident to appeals, incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

## **ARTICLE 26 – AUTHORITY TO PRACTICE**

The Contractor hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

## **ARTICLE 27 – SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

## **ARTICLE 28 – AMENDMENTS & MODIFICATIONS**

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

St. Johns County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon Contractor's receipt of notification from the County of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

## **ARTICLE 29 – FLORIDA LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, FL.

## **ARTICLE 30 – ARBITRATION**

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.



## ARTICLE 31 – NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

**St. Johns County Purchasing Department**  
Attn: Jaime T. Locklear, CPPB, FCCM, Contract Administration Manager  
500 San Sebastian View  
St. Augustine, FL 32084

All Official Notices to Contractor shall be delivered either by hand (receipt of delivery required), or by certified mail to:

**Chemtrade Chemicals US, LLC**  
Attn: Elizabeth Ryno, Marketing Specialist  
90 East Halsey Road  
Parsippany, NJ 07054

All other correspondence, not classified as Official Notices, may be delivered, disseminated, and/or submitted by any means acceptable to both parties, specifically including, faxing, e-mailing, or text messaging.

## ARTICLE 32 – HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

## ARTICLE 33 – PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
  - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
  - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.
- C. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
- D. Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral

termination of this Agreement by the County.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OCA, ATTN: Public Records Manager, 500 San Sebastian View, St. Augustine, FL 32084, PH: (904) 209-0805, EMAIL: [publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us).**

#### ARTICLE 34 – NO THIRD PARTY BENEFICIARIES

Both the County and the Contractor explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

#### ARTICLE 35 – USE OF COUNTY LOGO

Pursuant to, and consist with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, FL.

#### ARTICLE 36 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellations, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Public Records.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement, three (3) copies of which shall be deemed an original on the date first above written.

**ST. JOHNS COUNTY, FL:**

**CONTRACTOR:**

*Jaime Hochman*  
County Representative Signature  
12/29/16  
Date

Chemtrade Chemicals US, LLC  
Company Name

ELIZABETH RYNO  
Name (Type or Print)  
*Elizabeth Ryno*  
Signature

**ATTEST: ST. JOHNS COUNTY, FL  
CLERK OF COURT**  
*Ram Halten*  
Deputy Clerk

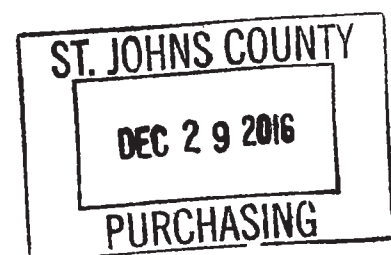
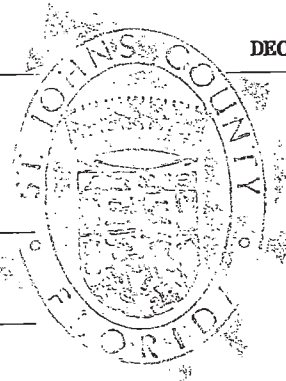
**MARKETING SPECIALIST**  
Title

12/29/16  
Date of Execution

DECEMBER 28, 2016  
Date of Execution

**LEGALLY SUFFICIENT:**

*[Signature]*  
Sr. Asst. County Attorney  
1/28/16  
Date of Execution



**BID NO: 16-54; PURCHASE OF WATER & WASTEWATER TREATMENT CHEMICALS  
BULK ALUMINUM SULFATE**

**EXHIBIT "A"  
BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with the unit price per pound as submitted in the Contractor's Bid Proposal, approved by the County, and provided herein. The Unit Price shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County *prior* to any work being implemented and shall be added to this Agreement through a Contract Amendment.

Pricing adjustments may be considered on an annual basis, at the time of contract renewal and must be mutually accepted by both the Contractor and the County. Price adjustment requests must be based upon the Consumer Price Index (CPI) in affect at the time of renewal, unless otherwise approved by the County. All accepted and approved price adjustments shall become effective on the first day of the applicable renewal period.

In Process

**BID NO: 16-54; PURCHASE OF WATER & WASTEWATER TREATMENT CHEMICALS  
BULK ALUMINUM SULFATE**

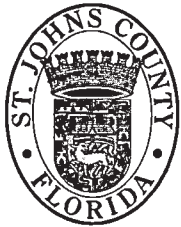
**EXHIBIT "B"  
CONTRACT SCHEDULE**

The Contract Period for the required services shall be as follows:

***Initial Contract Term:*** Shall become effective on February 1, 2017, and shall remain in effect for a period of one (1) calendar year, or until funds may become exhausted.

***Contract Renewal/s:*** This Agreement may be renewed for up to four (4), one (1) year renewal periods upon satisfactory performance by the Contractor, mutual agreement by all parties, availability of funds and the continued need of the County for the required services.

In Process



## St. Johns County Board of County Commissioners

Purchasing Division

January 6, 2017

Ms. Elizabeth Ryno, Marketing Specialist  
Chemtrade Chemicals US, LLC  
90 East Halsey Road  
Parsippany, NJ 07054

**RE: Bid No: 16-54 – Purchase of Water & Wastewater Treatment Chemicals - Bulk Aluminum Sulfate - Master Contract No: 17-MCC-CHE-07813**

Dear Ms. Ryno:

Enclosed, please find a fully executed original copy of the Contract Agreement for the above referenced services for your files.

**Please note that this contract does not become effective until February 1, 2017.**

If you have any questions related to this contract, please don't hesitate to contact me at the information provided below.

Thank you for doing business with St. Johns County.

Sincerely,

*St. Johns County, FL*

*Purchasing Department*

A handwritten signature in black ink, reading "Jaime T. Locklear".

Jaime T. Locklear, CPPB, FCCM  
Contract Administration Manager

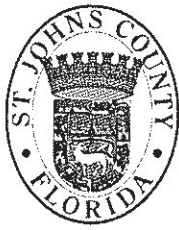
(904) 209-0158 – Direct

(904) 209-0159 – Fax

(904) 209-0150 – Main

[jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us)

CC: SJC Minutes & Records (Copy taken when attested)  
SJC Purchasing Bid No: 16-54 – Chemtrade Chemicals US Master Contract File



## St. Johns County Board of County Commissioners

Purchasing Division

November 20, 2017

Mr. Parul Kachhia-Patel  
Chemtrade Chemicals US, LLC  
90 East Halsey Road  
Parsippany, NJ 07054

RE: Bid No: 16-54 – Purchase of Water & Wastewater Treatment Chemicals  
Master Contract No. 17-MCC-CHE-07813

Dear Mr. Patel:

In Process

Enclosed, please find a fully executed original copy of the above referenced contract amendment #1 for your files.

Should you have any questions, please call me at 904-209-0154.

Thank you for doing business with St. Johns County.

Sincerely,  
St. Johns County, FL  
Purchasing Department

A handwritten signature in black ink, appearing to read "Leigh A. Daniels", is written over the typed name and title.

Leigh A. Daniels, CPPB  
Senior Buyer  
(904) 209-0154 – Direct  
(904) 209-0155 – Fax  
[ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)

CC: SJC Minutes & Records  
SJC Purchasing Bid No: 16-54 Master File





# St. Johns County Board of County Commissioners

Purchasing Division

## CONTRACT AMENDMENT No: 1

Bid No: 16-54; Purchase of Water & Wastewater Treatment Chemicals

Master Contract No: 17-MCC-CHE-07813

**Contractor:** Chemtrade Chemicals US, LLC  
90 East Halsey Road  
Parsippany, NJ 07054

Date: November 13, 2017

Contract Amendment No: 1 is hereby issued to amend the above referenced Master Contract as follows:

1. Contract **Renewal Option 1 of 4** is hereby being exercised by St. Johns County.
2. The contract time is hereby extended from February 1, 2018 for a period of one (1) year and shall expire at 11:59pm Eastern Daylight Saving Time (EDST) on January 31, 2019.
3. Unit Price for Bulk Aluminum Sulfate is hereby increased to \$0.5551/gallon.

St. Johns County shall compensate the vendor based upon the terms as stated in the Master Contract dated December 29, 2016.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Contractor acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Contractor have executed this Amendment on the dates below noted.

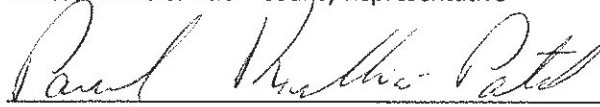
  
Signature of County Representative

  
Date

ST. JOHNS COUNTY  
Jaime T. Locklear, MPA, CPPB, FCCM – Assistant Purchasing Manager  
Printed Name & Title – County Representative

NOV 17 '17

PURCHASING

  
Signature of Contractor Representative

NOVEMBER 17, 2017

Date

PARUL KACHHIA-PATEL, MARKETING SPECIALIST  
Printed Name & Title

End of Amendment No: 1

## City of Palm Coast, Florida Agenda Item

Agenda Date : 03/26/2019

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	6245	<b>Account</b>
		<b>#</b>
<b>Subject</b>	PRESENTATION ANNUAL REPORT	
<b>Background :</b>	Staff will provide Council with a presentation on the annual report.	
<b>Recommended Action :</b>	For presentation only.	



2018

# ANNUAL PROGRESS REPORT

city of  
*PALM COAST*





## To Our Residents:

The City of Palm Coast is proud to share the Annual Progress Report for 2018. Our mission is to provide services to improve your quality of life, grow the local economy and protect the natural environment. We invite you to see for yourself what a successful year of growth and progress we had, and to learn more about our bright future!

We embarked on a fresh vision for Town Center, establishing an Innovation District and new incentives to attract more development and partnerships to our downtown area. As we move toward becoming a ‘smart city,’ we are improving technology to expand our wireless infrastructure and maximize the potential for Palm Coast’s fiber optic network.

Life is good in Palm Coast – with more trails, a new Community Center and more recreational activities than ever. Other projects including a new plan to add more streetlights and a second Wastewater Treatment Plant to ensure we have the services we need and the capacity for growth.

We are committed to providing you a high level of service and continuing to invest in capital projects, while also maintaining the lowest taxes for cities our size in Florida. As you read the Annual Progress Report, we hope you’ll reflect on how you Found *Your* Florida in Palm Coast and consider inviting your family and friends to join us here.

*Palm Coast City Council*



# FUTURE IN FOCUS

To ensure the steadfast pursuit of the City's vision, six goals with objectives and strategies to guide staff with implementing Council's direction.

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**Goal 1**  
Expansion



**Goal 2**  
Economic



**Goal 3**  
Finance



**Goal 4**  
Environmental



**Goal 5**  
Quality of Life



**Goal 6**  
Workforce  
Talent

## Our Vision:

A multigenerational community recognized as one of Florida's premier cities that values...

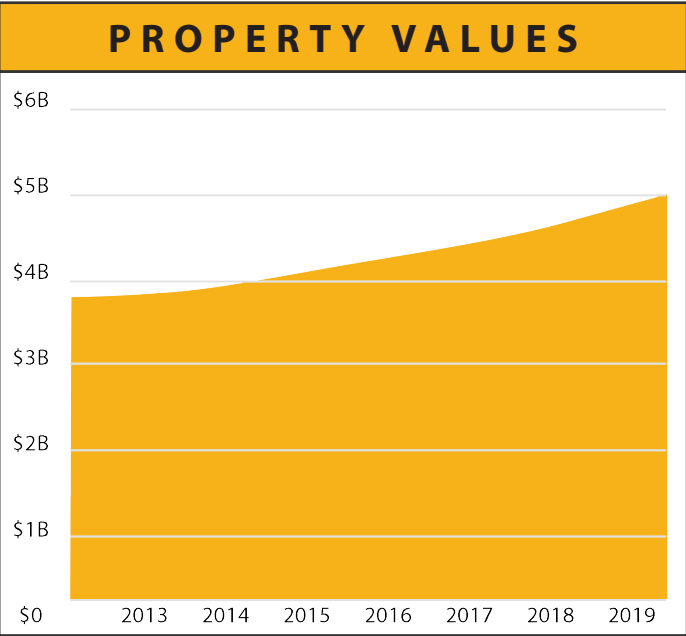
- Building a diverse, sustainable economic base to support innovation while providing necessary infrastructure and services
- Providing exceptional amenities and standards that support a high quality lifestyle
- Protecting the environment and beauty of Palm Coast while conserving natural resources



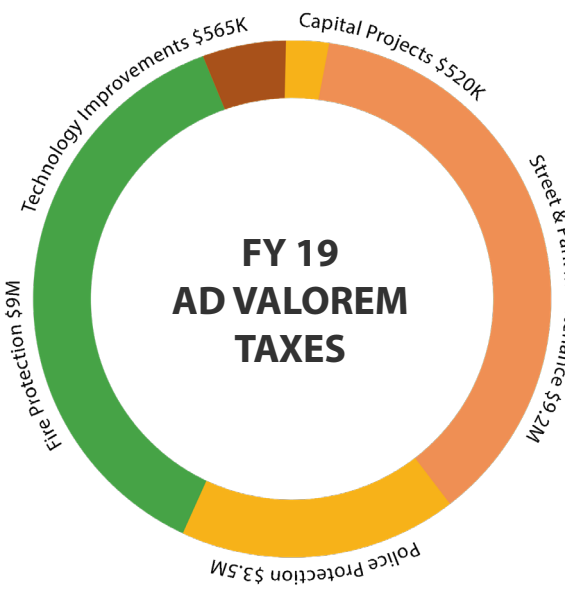
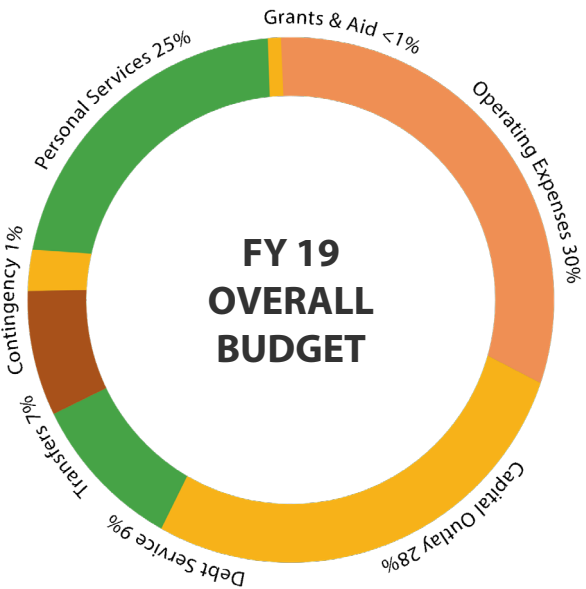


# FINANCIALS

Long-term planning and revenue diversification are the pillars of financial excellence and resiliency. The City remains committed to fiscal responsibility in delivering value-added services to residents and businesses.



BUDGET BY FUND TYPE	
FUND	FY 19
Total General Fund	\$37,424,362
Total Special Revenue Funds	20,054,367
Utility Fund	42,395,540
Utility Capital Projects Fund	25,862,557
Solid Waste Fund	8,450,296
Stormwater Fund	12,884,605
Building Permits Fund	2,333,000
IT Enterprise Fund	512,757
Total Enterprise Funds	\$92,438,755
Total Internal Service Funds	\$17,787,336
Subtotal Budget All Funds	\$167,704,820
Less Interfund Transfers	23,931,321
TOTAL	\$143,773,499



# CITY INFORMATION



Mayor – Milissa Holland  
[mholland@palmcoastgov.com](mailto:mholland@palmcoastgov.com)

Council Member, District 1 – Robert Cuff  
[rcuff@palmcoastgov.com](mailto:rcuff@palmcoastgov.com)

Council Member, District 2 – Jack Howell  
[jhowell@palmcoastgov.com](mailto:jhowell@palmcoastgov.com)

Council Member, District 3 – Nick Klufas  
[nklufas@palmcoastgov.com](mailto:nklufas@palmcoastgov.com)

Council Member, District 4 – Eddie Branquinho  
[ebranquinho@palmcoastgov.com](mailto:ebranquinho@palmcoastgov.com)

## Palm Coast City Council

(pictured from left)

Jack Howell, Council Member District 2; Nick Klufas, Council Member District 3;

Milissa Holland, Mayor; Eddie Branquinho, Council Member District 4; Robert Cuff, Council Member District 1

## APPOINTED OFFICIALS

Interim City Manager -- Beau Falgout

City Attorney -- William E. Reischmann, Jr.

City Clerk -- Virginia Smith

Finance Director -- Helena Alves

Information Technology Director -- Chuck Burkhart

Fire Chief -- Gerard Forte

Utility Director -- Richard H. Adams

Recreation & Parks Director -- Alex Boyer

Public Works Director -- Nestor Abreu

Community Development Director -- Stephen Flanagan

Human Resources Director -- Wendy Cullen

## CONTACT INFORMATION

Customer Service (386) 986-2360

City Manager's Office (386) 986-3702

Parks & Recreation (386) 986-2323

Building & Permits (386) 986-3780

Business Assistance Center (386) 986-2499

Planning/Zoning (386) 986-3736

Fire (386) 986-2300

Animal Control (386) 986-2520

Urban Forestry (386) 986-3758



## INNOVATION, BUSINESS & TECHNOLOGY

We're accelerating innovation that is driven by data and technology to benefit businesses and the overall community.



As one of Florida's newest cities and fastest growing in the late 2000s, our City incurred a heavy blow at the heart of the Recession. Unemployment became high, home ownership and business growth went down, and development for the anticipated Town Center stopped; yet, flash forward into 2018, the City has poised itself to becoming an innovative hub and world-class destination for inclusive growth. Home to almost 90,000 residents today and over 3,500 businesses, Palm Coast charted a new course this year at an accelerated rate.

From expanding municipal fiber, attracting new investments through an Opportunity Zone designation, launching an Innovation District and kick-starting a development incentive program are just a few of the major milestones the City reached this past year. And you know what the best part is? In less than a year of implementing all of these projects, the response of new businesses, developments and lifestyle opportunities for our community just keep rolling in. So with that, we are actively writing the next chapter for Palm Coast and proud to share 2018's highlights.



# SPARKING INNOVATION

Palm Coast hires its first 'Head of Innovation & Economic Growth' and establishes an Innovation Team

Town Center receives an Opportunity Zone federal designation to help incentivize private investment in the area

City Council approves the first-ever incentive program for residential and commercial developments called the 'Innovation Kick Start Program'

A Drone Program is launched to increase safety, expand public services, reduce costs and utilize communication technology solutions

Palm Coast deploys an advance automatic metering system to allow remote readings on our 43,500 miles of waterway systems and empower citizens on water use

Several Palm Coast parks receive solar shades and trees as part of FPL's SolarNow Program

The streets go bright with newly installed LED lights

The heart of Town Center gets designated as an 'Innovation District' to cast City Council's vibrant and thriving vision of tomorrow

Palm Coast announces the first project in the Innovation Kick Start Program, The Palms at Town Center, which will provide 88 new homes for families in 2019

The City partners with local tech company, Coastal Cloud, to begin building a world-class interactive citizen portal coming in 2019

Magellan Advisors assists in creating a municipal broadband network business plan for FiberNet

In creating a legacy, the City works along 14 college students during our internship program

To continue to expedite development in Palm Coast, real-time electronic development submissions are now available

Palm Coast installs 217 solar panels powering the grid with 60 kW of clean energy and provides 26 vehicles with shade at the Community Center

## FIBERNET

- FiberNet is Palm Coast's only all-fiber optic network, and it is owned by the City
- FiberNet delivers 60 miles of conduit and 54 miles of high count fiber cable that serves businesses, City facilities and Flagler County School District Facilities.
- Palm Coast is 1 of 150+ communities in the U.S. that have publicly-owned networks that offers at least 1 gigabit services
- Today, FiberNet has over 120 connections
- The City is currently exploring a P3 (public private partnership) to further FiberNet's business model
- FiberNet generates about \$631,151 per year and has saved over \$3 million since 2008

# 228%

more dollars were invested through Business Assistance Center clients

# \$48,424

were given in economic incentives to local businesses who have invested millions in return

# \$8.1M

was received from tax revenues from residents and visitors alike through shopping local

# 194

clients were assisted by the Business Assistance Center in 2018



## BUSINESS ASSISTANCE CENTER

- The Business Assistance Center (BAC) at the City offers free business assistance services to small businesses at no cost
- BAC clients invested over \$1.75 million back into the economy this year alone
- 52% more business licenses were processed this year than in 2017
- The City welcomed new businesses Moonrise Brewery, Chipotle and IHOP to the community
- Gioia Sails, a boat upholstery manufacturing plant, opened a 30,000 sq.ft. facility in Palm Coast
- Florida Hospital Flagler (now AdventHealth) announced a \$25 million project in Palm Coast for a 12-bed freestanding emergency department coming to northern Palm Coast





# CITY SERVICES

**The City is committed to delivering high-quality services that give us a safe, functional community and allow for growth.**

Providing high-quality services to our residents is our No. 1 job! With the rapid growth Palm Coast has experienced, the City strives to continually plan for the need for additional services such as an adequate supply of drinking water, road projects, street lights, drainage improvements, law enforcement and fire protection. The City Council updates the Capital Improvement Plan (CIP) annually to provide a safe, functional community and allow for growth.

Big projects completed in 2018 include the opening of a second Wastewater Treatment Plant that adds capacity for our sewer system, adoption of a new street-lighting program for major roadways, implementation of new Flood Insurance Rate Maps for flood zones, transportation safety improvements and the launch of LiDAR, a high-resolution surveying and mapping technology, for assistance with drainage improvements and development.

And there's so much more planned in the coming year and beyond! Everything is designed to make our lives better and set the stage for positive growth and development.



# UTILITIES

The City's original Wastewater Treatment Plant on Utility Drive was built in the early 1970s. Its capacity was expanded over the years, to 6.83 million gallons/day, but it has nearly maxed out.

In 2018, Water Treatment Plant 2 opened off U.S. 1 in northwestern Palm Coast – adding 2 million gallons per day of additional sewer treatment capacity, which is needed for future growth. The new plant produces a highly treated effluent used for irrigation and groundwater recharge, and a reclaimed water main was installed for that purpose. In addition, a Master Pump Station was added in the Matanzas Woods area to support the wastewater system.

The City purchased the Mosquito Control District's former property on Utility Drive to provide office/training space and storage for the Utility Department.

A rate increase for water and wastewater (sewer) was implemented Oct. 1, 2018, to cover increased operating costs and infrastructure improvements.

The Utility took the first steps toward fixed-base meter reading. Installation of the infrastructure will begin in FY2019 and once complete, meters will be read remotely and a portal will be provided to allow customers to read and analyze their own water use data.



## 32%

FY2018 was a very wet year, starting with Hurricane Irma – resulting in a 32-percent increase in wastewater flows. To reduce overflows caused by heavy rains, the City upgraded several pump stations and installed larger pipes in some areas.

## 3.7%

Total water produced was down 3.7 percent – because demand for irrigation decreased during rainy weather.

## 910

Growth in customers continued to climb with the installation of 910 new water meters, a 20-percent increase over FY2017, and 228 new PEP tanks, 23 percent more than the previous year.



# PUBLIC SAFETY



The City contracts with the Flagler County Sheriff's Office for law enforcement services.

Following an increase in serious traffic accidents including fatalities, the City Council funded five additional deputies for road patrol in 2018.

Flagler County Sheriff Rick Staly implemented three distinct and unique policing districts – the beaches, Palm Coast and western Flagler County – to ensure deputies are familiar with the communities they serve.

New in early 2019, the FCSO is adding License Plate Readers in Palm Coast to assist deputies in searching for a dangerous criminal, a missing person, or a stolen vehicle. LPRs notify the dispatch center and deputies in the field the moment an identified wanted license plate is read and pin-point a geo-location so that deputies can immediately respond.



The Palm Coast Fire Department responded to 10,014 total calls in FY2018. Of those, 772 were fire calls; 6,808 were medical; 698 were motor vehicle crashes; and 1,736 were general.

Four volunteer firefighters became full-time career firefighters through the department's innovative Internship Program. Volunteer interns receive training while they achieve fire certifications with the goal of a career in the Palm Coast Fire Department.

Public education and community outreach are high priorities. This year, 7,000 students were taught fire safety. Car seat technicians are available at all five fire stations to assist with the installation of car seats.

Students in Flagler Palm Coast High School's Fire Academy continue to participate in the department's Ride Along Program.



**Longtime Fire Chief Mike Beadle retired and Deputy Chief Jerry Forte was sworn in as the City's fire chief at a Transfer of Command ceremony in September. The department announced a new Deputy Chief, Bradd Clark, in December.**







## OLD KINGS ROAD PD&E STUDY

OLD KINGS ROAD SEGMENT 1  
FROM PALM COAST PARKWAY  
TO FLREST GROVE DRIVE



# TRANSPORTATION

**Palm Coast's No. 1 transportation improvement project is the four-laning of Old Kings Road North. The 3.6-mile stretch to be widened is from just south of Palm Coast Parkway northward to Forest Grove Drive.**

**The City's is finalizing right-of-way acquisition and project design in preparation for construction. The Florida Department of Transportation anticipates funding the first phase of construction in FY2020.**

Twelve projects were identified in a transportation corridor study to improve traffic flow and safety on Belle Terre Parkway and Belle Terre Boulevard, the those projects are in the design phase. Improvements to the intersection of Belle Terre and State Road 100 were completed.

Second-phase improvements to the City's traffic signal optimization program were completed, and a third phase is underway to include providing access to traffic signal video to the Flagler County Sheriff's Office.

A comprehensive Pavement Management System action plan was approved, with priority projects added to the City's 5-Year Capital Improvement Plan.

Intersection improvements at State Road 100 and Seminole Woods Boulevard were started, to include addition of a turn lane on Seminole Woods.

**city of PALM COAST**

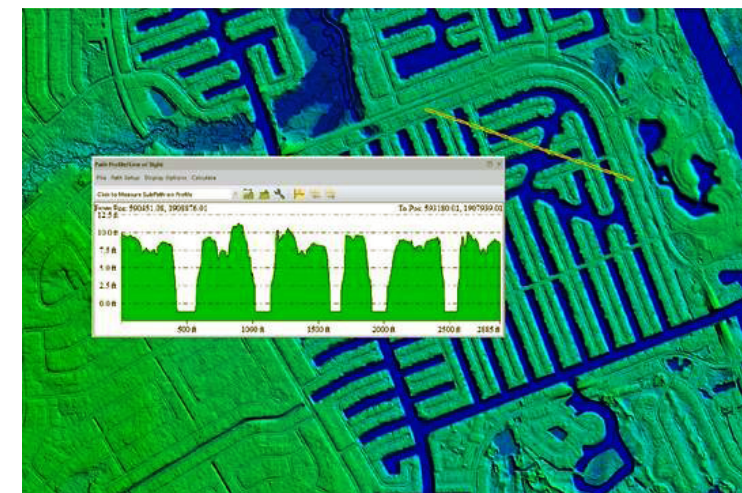
## Preparing for High Waters is more than a Fashion Statement!

The City of Palm Coast is continually preparing for flood events – are you?

- Find out where your property is located with respect to FEMA Flood Insurance Rate Maps – the City can help you with this information!
- Contact your insurance agent to learn more about specific policies that might protect properties from damage costs due to flooding.
- Come to our Flood Friday event - 9 am to 4 pm Friday, April 20, at City Hall, 160 Lake Avenue, Palm Coast.

[www.palmcoastgov.com/flood-prep](http://www.palmcoastgov.com/flood-prep)

**Flood Safety Awareness Week April 15 - 21**



## FIRM

FEMA updated its Flood Insurance Rate Maps, with the new FIRMs taking effect June 6, 2018. Many properties in Palm Coast were affected. For those owners now mandated to purchase flood insurance, most were notified by their insurance companies. City staff saw an increase in requests for flood zone determinations.

## LiDAR

The City collaborated with St. Johns River Water Management District to bring Light Detection & Ranging (LiDAR) technology to Palm Coast in 2018. LiDAR is a high-resolution surveying and mapping technology. It is already being used by the City for floodplain management and for modeling to plan stormwater projects and also is available to engineers and surveying professionals working on private development.





## Stormwater Drainage Master Plan

The City's stormwater drainage system was built by ITT in the 1970s and '80s, when the population was one tenth of its current size. After years of growth, an aging infrastructure and two hurricanes that put a spotlight on drainage issues, the City Council in 2018 approved an enhanced, comprehensive stormwater management plan to improve drainage system-wide.

A Master Plan is under way to look at the swales, ditches, canals, water control structures, pipes, and drainage basins and how they work together to protect homes and businesses from flooding. New solutions will focus on ditches and freshwater canals – because restoring them will help swales work better. Already, a more aggressive ditch maintenance program has started, and immediate priorities will address localized drainage issues in the W, E, F and R sections.

Projected costs will be provided during the Master Plan process, and computer modeling will help identify the most cost-effective options. The enhanced stormwater management program is being funded by revenues from the stormwater fee, which was increased Oct. 1, 2018.



## Improving Stormwater Drainage

2018 was a big year for reconstructing water control structures (aka weirs) that control water levels in the freshwater canals. Projects included the W-1 Weir across from Buddy Taylor Middle School on Belle Terre Parkway and the L-1 and K-1 Weirs off Sesame Boulevard in southern Palm Coast.

Through the City's bridge maintenance program, the rehabilitation of the Colorado Bridge over College Waterway was completed in early 2018.

The Public Works Department completed a major ditch enhancement project on a tributary between Ramblewood Drive and Rymfire Drive to improve drainage in the R Section.





# QUALITY OF LIFE

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Every day, someone falls in love with Palm Coast. Our City boasts amazing parks and trails, programs galore for all ages, and events that make memories for life.



# The New Heart of Everything

The spirit of our City is stronger than ever with the newly renovated Palm Coast Community Center. The contemporary coastal design welcomes visitors into a facility that has tripled its original size. Features inside the structure include an extraordinary 5,000 sq. ft. room with attached catering kitchen. A rubberized floor covers another room, perfect for fitness and active programs.



## Be Local Buy Local Build Palm Coast

Sales tax funded most of the \$8 million community center. Local spending dollars go into a dedicated reserve that contributes to projects like the Community Center.

Since March 2018,  
recreation programs  
have more than **doubled**.

223  
Programs

1,314  
Activities

822  
Reservations

1,337  
Summer Camp Kids

[parksandrec.fun](http://parksandrec.fun)



# Trail Network

With the addition of the Seminole Woods Path and Lakeview Path segments, the City continues to expand its trail network to ensure safe connections to numerous destinations. The additions traverse Palm Coast’s most delicate scenery, promising an exhilarating experience for walkers and bicycle riders on a delightful exploration of numerous amenities.

130mi  
2019 City-wide Trail Network

## Seminole Woods Path

With a goal of safely connecting neighborhoods to parks, schools, shopping, and Town Center, the Seminole Woods Pathway project in its entirety is almost complete with the construction of the last 1.7-mile Sesame Boulevard segment underway along with the Citation Boulevard design and construction in the near future.

6.1mi  
Completed: Aug. 2018



## Lakeview Path

The Lakeview Path project is a critical addition to the overall network. It now connects the Matanzas Woods neighborhood to existing trails along Matanzas Woods Boulevard, U.S. 1, Belle Terre Boulevard, and beyond. The path addition will also bring the installation of 42 street lights.

1mi  
Completed: Nov. 2018

# Saving Energy in City Facilities

In 2014, we conducted a performance audit of all City facilities to target opportunities to enhance conservation strategies by reducing energy and water consumption. Through the analysis, LED retrofits were determined to be the quickest return of investment while recognizing that our facilities are very efficient. To date, LED has been incorporated into City Hall, Community Center, Utility Administration Building, all Fire Stations and each of the Water and Wastewater Treatment Plants.

## Street Lighting LED Conversion

The final phase of the conversion has been completed by FPL. Staff is working on verifying the final conversions and updating the City’s GIS inventory.

2,700  
Lights

---

100%  
Completed

## Streetlight Master Plan

Through City Council’s adopted priorities, the Master Plan focuses on the installation of continuous streetlights along City thoroughfares. As directed by City Council, Belle Terre Parkway and Lakeview Boulevard are the highest priority areas.





## ICWW Cleanup

# 267

Volunteers

# > 1 Ton

Trash Collected



## Children Helping in Resource Protection

# 1,173

Students

CHIRP provides free, hands-on, conservation-focused field trips. The City partners with state and local agencies with the mission of providing fun, interactive learning experiences that inspire students' ambitions, curiosity and passion for the environment. Over the last six years, 5536 Flagler schoolchildren have participated in the program with a large portion happening in 2018.



## Powering Our Future



Palm Coast is a leader in energy and natural resource preservation, evidenced by our multiple Green awards and our deeds that are rooted in nature. Partnering with FPL to support the SolarNow program was our perfect outcome. Adding FPL solar canopies and trees at our popular locations indicates how committed we are in the use of clean solar energy in Palm Coast.

Take a ride across the City to appreciate our newest venture. Clean, renewable energy is being generated through a 217 solar paneled canopy providing shade for 26 vehicles at the Community Center. A second solar canopy is also located in Holland Park which is pictured above. A stop in Central park reveals three solar trees that were "planted" along the walkway. The trees have USB and power outlet connections that can be used by park visitors to charge mobile devices.

## Arbor Day

# 400

Trees Given Out

# 1.5 Tons

Paper Shredded





# SPECIAL EVENTS

## WINTER

STARLIGHT EVENT & PARADE  
CHRISTMAS TREE RECYCLING  
PALM COAST MEN'S 25K: A USTA M25 EVENT  
BIRDS OF A FEATHER FEST

## SPRING

EGG'S TRAVAGANZA  
TEEN FLASHLIGHT EGG HUNT  
ARBOR DAY CELEBRATION  
MEMORIAL DAY CEREMONY

## SUMMER

FIREWORKS IN THE PARK  
INDEPENDENCE DAY  
INTRACOASTAL WATERWAY CLEANUP  
SENIOR GAMES

## FALL

PINK ARMY 5K & FEET TO FEAST 5K  
HALL OF TERROR  
VETERANS DAY CEREMONY  
CHRISTMAS TREE LIGHTING EVENT



We strive to make Palm Coast a great place to live, visit, and play! The fun lasts all year long with the Birds of a Feather Fest in February to the Starlight Parade in December and 44 other City-sponsored events in between. The diversity of events bring numerous opportunities to make memories through some friendly competition, an exciting parade with family and friends, community rooted initiatives, holiday get-togethers, festivals, and so much more.



The celebration of Independence Day is a true Palm Coast Showcase Event! Starting with a wonderful American Picnic with family and friends in Central Park and closing with a breath-taking fireworks display, Town Center is the place to be! With a goal of hosting a true family fun day, the event was full of interactive games, face painting, corn hole, music, dancing, and a cookout with a variety of food vendors and food trucks. While food and drinks are available for purchase, coolers and pop-up tents are also a welcomed element. This celebration is only one of 45 wonderful events hosted by our community. Other stellar events in Town Center to put on your to-do list are Egg'Stravaganza & Teen Flashlight Egg Hunt, Arbor Day Celebration, and Starlight Event & Parade.





**CITY OF PALM COAST**  
**160 LAKE AVE.**  
**PALM COAST, FL 32164**  
**386-986-2360**  
**PALMCOASTGOV.COM**

**City of Palm Coast, Florida**  
**Agenda Item**

Agenda Date :03262019

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



## Meeting Calendar for 3/27/2019 through 4/30/2019

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

Beautification and Environmental Advisory Committee  
City Hall

**4/2/2019 6:00 PM**

City Council  
City Hall

**4/3/2019 10:00 AM**

Code Enforcement Board  
City Hall

**4/9/2019 9:00 AM**

City Council Workshop  
City Hall

**4/16/2019 9:00 AM**

City Council  
City Hall

**4/17/2019 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**4/25/2019 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

#	File #	Item	Title	Staff
			<b>Business 04/02/2019</b>	
1		Resolution	Piggyback St. Johns Contract - liquid aluminum sulfate	Adams/Ashburn
2		Ordinance	Vol. FF Pension-Amendment	Alves
3		Resolution	Pump Station 24-2 Force Main Improvements	Blake/Kronenberg
4		Resolution	Work Order- Fiber connection along Belle Terre	Burkhart
5		Proclamation	Sexual Assault Awareness Month	Lane
6		Proclamation	Crime Victims Rights Week	Lane
7		Proclamation	Gopher Tortoise Day	Lane
8		Resolution	Holland Park GMP	Cote
9		Resolution	Traffic Engineering Consulting Services	Cote
			<b>Workshop 04/09/2019</b>	
1		Presentation	Annual Investment	Alves
2		Presentation	SAP Evaluation 2	Bevan
3		Resolution	WO WWTP Blair Castle Dr design project	Blake/Kronenberg
4		Resolution	Contract VOIP	Burkhart
5		Resolution	Florida Park Drive Work Order	Cote
6		Resolution	Project Price is Right Incentive Agreement	Newingham
			<b>Business 04/16/2019</b>	
1		Ordinance	Vol. FF Pension-Amendment	Alves
2		Resolution	SAP adoption	Bevan
3		Resolution	WO WWTP Blair Castle Dr design project	Blake/Kronenberg
4		Resolution	Contract VOIP	Burkhart
5		Resolution	Florida Park Drive Work Order	Cote
6		Proclamation	Arbor Day	Mini
7		Proclamation	Volunteer Recognition Month	Smith
			<b>Workshop 04/23/2019-SPECIAL TRAINING 9-2</b>	
			Ethics/Sunshine and Public Records Training	Reischmann/Smith
			<b>Workshop 04/30/2019</b>	
1		Ordinance	Animal Control amendment	Grossman
2		Presentation	Year to Date Budget Review	Alves/Williams
			<b>Business 05/7/2019</b>	
1		Ordinance 1st	Animal Control amendment	Grossman
2		Proclamation	Kids to Park Day	Lane

			<b>Workshop 5/14/2019</b>	
			<b>Future</b>	
<b>1</b>		Resolution	IA Supplemental - OKR S	Adams/Flanagan
<b>2</b>		Resolution	Annual Fire Inspection Fees	Alves
<b>3</b>		Presentation	Budget-Fund Accounting and Long Term Planning -5/14	Alves/Williams
<b>4</b>		Presentation	Budget-Property Tax and Other Revenue- 6/25	Alves/Williams
<b>5</b>		Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
<b>6</b>		Presentation	July 9 Council Priority Update	Bevan
<b>7</b>		Presentation	October 15 Council Priority Update Presentation	Bevan
<b>8</b>		Resolution	FEMA Generators	Blake/Kronenberg
<b>9</b>		Resolution	Pine Lakes Pkwy Forcemain and Lift Station Improvements	Blake/Kronenberg
<b>10</b>		Resolution	Equip 3 Wells and Raw Water Main, PH 3	Blake/Kronenberg

**City of Palm Coast, Florida**  
**Agenda Item**

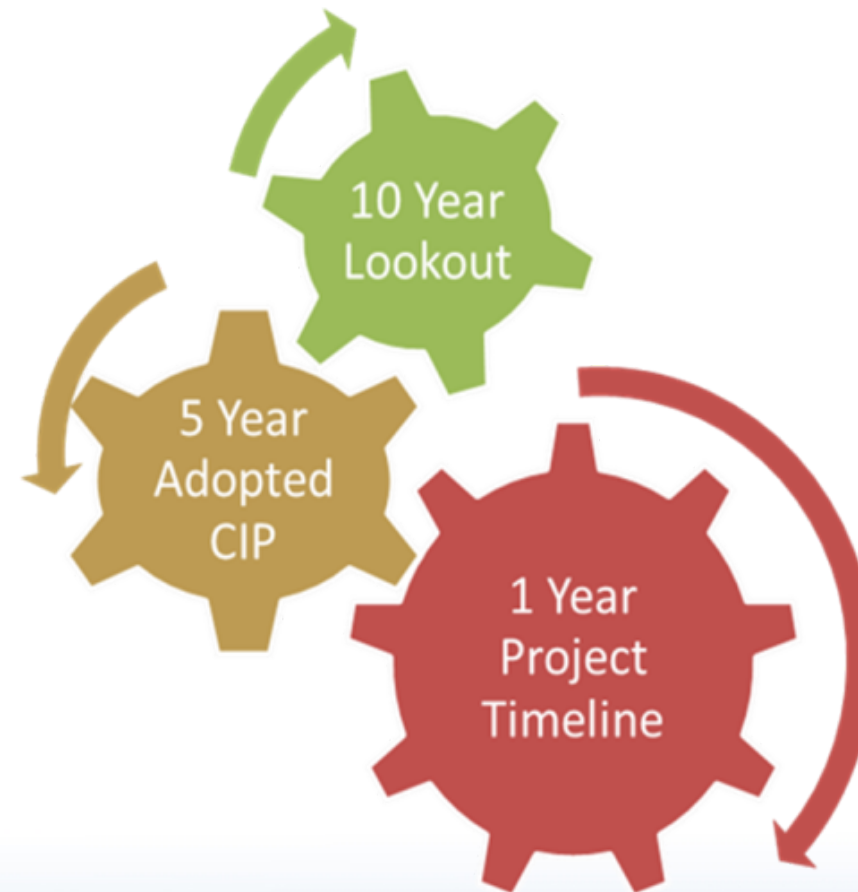
Agenda Date : 03/26/19

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	6246	<b>Account</b>
		<b>#</b>
<b>Subject</b>	ATTACHMENTS TO MINUTES	
<b>Background :</b>		
<b>Recommended Action :</b>		

# CAPITAL IMPROVEMENT PLAN

2019

## 10-YEAR PLAN UPDATE



*Find Your Florida*



# GRANT OPPORTUNITIES

Department Staff & Teams Seek & Apply for Various Grants:

Community Development / Green Team / Parks Team

- Denise Bevan
- Alex Blake
- Michael Brennan
- Carol Mini
- Jordan Myers
- Jose Papa

Utility

- Brian Matthews
- Garann Hopkins

Information Technology

- Chuck Burkhart
- Wynn Newingham

Fire

- David Faust

(Many other staff provide assistance such as technical information, maps and financial information)



*Find Your Florida*



TRANSPORTATION PROJECTS <i>(Projects highlighted in blue are partially or fully funded with grants)</i>			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
DESCRIPTION / PHASE			FY 19	FY 20	FY 21	FY 22	FY 23	FY24	FY25 - 29	
<b>BRIDGE REHABILITATION (All Bridges identified and inspected by FDOT)</b> <i>Bridge rating explanation: All components and materials of those components are inspected and rated separately. These components are given a numerical rating, generally 1 -4. Other factors are taken into consideration such as load rating and traffic flow. The ratings of all components and considerations are compiled for an overall letter grade, generally A – D.</i> <i>A – Little or no deterioration. Little or no effect on strength and/or serviceability</i> <i>B – Minor cracks, spalls and scaling. No exposed or evidence of rebar corrosion</i> <i>C – Some delamination, moderate cracking, some rebar exposure. Loss is incidental and does not significantly affect the strength and/or serviceability.</i> <i>D – Advanced deterioration. Sufficient to warrant review of the impact on the strength and/or serviceability.</i>										
General Bridge Rehabilitation	Construction		30,000		30,000	30,000	30,000	30,000		
Bridge #734064 - Colorado @ College Waterway (FDOT rating A)	Design Construction	54602	- 120,000							
Bridge #735504 - Sesame @ Little Channel (FDOT rating F) - To be completed with Citation	Design Construction			Part of Citation Project						
Bridge #734077 - Belle Terre @ Walker Waterway (FDOT rating C) - To be completed with W-1 project	Design Construction			Part of W-1 Project						
Bridge #734076 - Belle Terre @ Royal Palm Waterway (FDOT rating A) - To be completed with Belle Terre Safety Improvement Project	Design Construction					Part of BTSIP Project				
Bridge #734079, Colbert Lane, St. Joe Canal (FDOT rating C) - low sufficiency rating	Design Construction				20,000 130,000					
Bridge #735503, Secretary @ Seminole Waterway (FDOT rating B)	Design Construction					30,000	220,000			
Bridge #734067, Palm Harbor @ Mulberry Creek (FDOT rating B)	Design Construction							30,000	320,000	
Bridge #735505, Royal Palms, Belleaire Waterway (FDOT rating B) - low sufficiency rating	Design Construction								25,000 175,000	
Bridge #734061 - Palm Harbor, Clubhouse Waterway (FDOT rating B) - low sufficiency rating	Design Construction								25,000 175,000	
Bridge #734062 - Palm Harbor @ College Waterway (FDOT rating B) - low sufficiency rating	Design Construction								25,000	
Bridge #735500, Royal Palms @ Town Center Canal (FDOT rating B) - low sufficiency rating	Design Construction									
Bridge #735507, Old Kings Road South, Creek (FDOT rating B)	Design Construction									
Bridge #735509, Old Kings Road, Creek (FDOT rating B)	Design Construction									
Bridge #734060 - Clubhouse Dr, Country Club Cove (FDOT rating B)	Design Construction									

TRANSPORTATION PROJECTS <i>(Projects highlighted in blue are partially or fully funded with grants)</i>			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
	DESCRIPTION / PHASE	PROJECT NUMBER	FY 19	FY 20	FY 21	FY 22	FY 23	FY24	FY25 - 29	
Bridge #734063 - Colechester @ College Waterway (FDOT rating A)	Design Construction									
Bridge #734065, Westhampton, Wynnfield Waterway (FDOT rating A)	Design Construction									
Bridge #734066, Wellington @ Wynfield Waterway (FDOT rating A)	Design Construction									
Bridge #734068, Palm Coast Parkway, St. Joe Canal (FDOT rating A)	Design Construction									
Bridge #734073, Old Kings, Lehigh Canal (FDOT rating A)	Design Construction									Part of OKR Project
Bridge #735501, Pine Lakes @ Pine Lakes Waterway (FDOT rating A)	Design Construction									
Bridge #735502, Matanzas, Belleaire Waterway (FDOT rating A) - low sufficiency rating	Design Construction									
Bridge #735506, Royal Palms, Lehigh Spur Canal (FDOT rating A)	Design Construction									
Bridge #735508, Rae Drive, Pine Lakes Waterway (FDOT rating A)	Design Construction									
Bridge #735510, Old Kings Road, Creek (FDOT rating A)	Design Construction									

TRANSPORTATION PROJECTS <i>(Projects highlighted in blue are partially or fully funded with grants)</i>			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
DESCRIPTION / PHASE			FY 19	FY 20	FY 21	FY 22	FY 23	FY24	FY25 - 29	

CAPACITY IMPROVEMENTS										
OKR Widening (Palm Coast Pkwy to Forest Grove)	Design ROW Construction/CE	54507 54510	191,000 678,600	7,000,000					27,600,000	
Old Kings Rd. Extension - Phase 2	ROW CEI Construction FPL	54502	87,000						515,000 5,150,000	
Belle Terre - PCP to Pine Lakes 6-laning							150,000	500,000		
Matanzas Woods Pkwy 4-laning - Phase 2 (US-1 to Southbound ramps)	Design Wetland Mit. ROW Construction/CE								1,903,000	28,000 183,000 13,918,000
Matanzas Woods Pkwy 4-laning - Phase 3 (Southbound Ramps to Old Kings Rd.)	Design Wetland Mit.									1,207,000 176,000
SR100 6-laning (I-95 to Belle Terre Pkwy)	Planning PD&E								20,000 795,480	
Bulldog Drive Improvements FPL Street Light Agreement, Relocation, Services Ultimate 4-laning of Bulldog - Phase 2 FPL Underground Utilities - Phase 2	Design/CEI  Construction Construction	35001								250,000 300,000 2,750,000 400,000
Belle Terre Safety Improvements Pritchard to Pine Grove Ponce DeLeon to Point Pleasant Royal Palms Parkway East Hampton	Design/CEI Construction Construction Construction Construction	    	30,000		15,000	40,000 880,000 300,000 1,000,000				
Whiteview Safety Improvements US1 to Pritchard	Design/CEI Construction/CE	 	575,000					50,000 1,950,000		
Seminole Woods (SR100 to US1) SR100 (NB Left Turn Lane) Intersection Analysis / Design / Projects as determined	Construction		230,000							
Rymfire (Belle Terre to Royal Palms) Intersection Analysis / Design / Projects as determined										
Palm Harbor (Palm Coast Parkway to Old Kings) Intersection Analysis / Design / Projects as determined										
Pine Lakes (Belle Terre to Belle Terre) Intersection Analysis / Design / Projects as determined										
Old Kings Rd. Widening (Town Center to Palm Coast Pkwy)	Design/CEI Wetland Mit. Construction									

TRANSPORTATION PROJECTS <i>(Projects highlighted in blue are partially or fully funded with grants)</i>			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
DESCRIPTION / PHASE			FY 19	FY 20	FY 21	FY 22	FY 23	FY24	FY25 - 29	

ENHANCEMENT PROJECTS										
Sidewalks and Bike Paths		51005	1,155,000	545,000	65,000	240,000	90,000	250,000	2,250,000	
General										
Sesame - Citation to Seminole Woods	Construction		480,000							
Lakeview Blvd - Lamancha Drive to London Drive	Design-Build		400,000							
Old Kings Road Temporary Path - Phase 2	Design & Construction		175,000							
Whiteview - Whitemill to US1 (part of Whiteview Safety Improvement Project)	Design & Construction		Part of WSIP							
Pedestrian Safety Pilot Program (School Routes)	Study, Design, Construction			30,000	50,000	150,000				
Add Bench Bump Outs to existing paths (\$3500/location est.)	Construction			15,000	15,000	15,000	15,000			
Palm Coast Pkwy. (EB) (Pine Lakes Pkwy to Belle Terre)	Design & Construction		100,000	500,000						
Oak Trails Blvd (Bleau Ct. to Black Alder Dr.)	Design & Construction						50,000	250,000		
Belle Terre Parkway NB (Target Center to Market Ave)	Design & Construction					75,000	25,000		TBD	
US1 - Seminole Woods to Belle Terre	Design & Construction								750,000	
US1 - Royal Palms to Palm Coast Pkwy	Design & Construction								1,500,000	

SAFETY PROJECTS										
Citation Boulevard Improvements	Design/CEI Construction Contingency		215,000	1,550,000 150,000						



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DESCRIPTION / PHASE			FY 19	FY 20	FY 21	FY 22	FY 23	FY24	FY25 - 29	
BEAUTIFICATION PROJECTS			52003	50,000	-	290,000	665,000	440,000	-	580,000
Palm Harbor Pkwy Median - European Village	Construction		50,000							
Whiteview Median Improvements - East of Whitemill to US1	Design & Construction		Part of WSIP	Part of WSIP	Part of WSIP					
Entry Sign & Median - Whiteview Pkwy at US1	Design & Construction		Part of WSIP	Part of WSIP	Part of WSIP					
SR100 & I95 Interchange Improvements	Design & Construction				280,000					
Fountain in FDOT pond at Palm Coast Pkwy SB exit ramp	Design & Construction					30,000				
Seminole Woods Parkway Median Improvements - SR100 to north of Citation	Design Construction				10,000	575,000				
Entry Sign (Major Gateway) - I95/Matanzas Woods Pkwy Interchange	Design Construction					60,000	440,000			
Entry Sign (Minor Gateway) - Old Kings Road at US1	Design Construction								25,000 60,000	
Entry Sign (Residential Gateway) - Belle Terre Boulevard at US1	Design Construction								25,000 60,000	
Entry Sign (Residential Gateway) - Royal Palms Pkwy at US1	Design Construction								25,000 60,000	
Entry Sign (Residential Gateway) - Matanzas Woods Pkwy at US1	Design Construction								25,000 60,000	
Entry Sign (Minor Gateway) - Belle Terre Blvd/Pkwy at SR100	Design Construction								30,000 150,000	
Entry Sign (Minor Gateway) - SR100 (East City Boundary)	Design Construction								30,000	150,000
Entry Sign (Minor Gateway) - Old Kings Road (South City Boundary)	Design Construction								30,000	75,000
Commercial/Business Sign (Corridor Gateway) (5) @ \$20,000 each	Design Construction									20,000 100,000
Neighborhood Signs (41) @ \$10,000 ea.	Design / Construction									410,000
Gateway Corridor Beautification (~9.5 miles along 7 major arterial roadways)	Construction									750,000

TRANSPORTATION PROJECTS <i>(Projects highlighted in blue are partially or fully funded with grants)</i>			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
DESCRIPTION / PHASE			FY 19	FY 20	FY 21	FY 22	FY 23	FY24	FY25 - 29	
STREET REHAB and RENEWAL			54104	2,730,000	3,330,000	3,635,000	3,735,000	4,265,000	4,240,000	22,675,000
- Street resurfacing & rehab			2,500,000	3,100,000	3,400,000	3,500,000	3,900,000	4,000,000	21,500,000	
Funding Shortfall			0	(1,100,000)	(2,000,000)	(2,000,000)	(2,000,000)	(2,000,000)	(11,500,000)	
- Pavement analysis			0	-	-	-	125,000	-	-	
- Restriping			150,000	150,000	150,000	150,000	150,000	150,000	750,000	
- Guardrail replacements from accidents			25,000	25,000	25,000	25,000	25,000	25,000	125,000	
- Replacement cabinets from accidents			55,000	55,000	60,000	60,000	65,000	65,000	300,000	
TRAFFIC OPERATIONS										
Intersection/Turn Lanes			54409							
ADA Transition Plan & Implementation			50,000	50,000	50,000	50,000	50,000	50,000	250,000	
Traffic Signal Intersection Analysis & Modifications			10,000	50,000	10,000	50,000	10,000	50,000	170,000	
Signage (pedestrian/bicycle)			50,000		5,000		5,000		25,000	
Roundabout Safety Improvements (Town Center - 2)				100,000	500,000					
SR100										
- Belle Terre (EB 2nd Left Turn Lane)										
- Town Center (WB Right Turn Lane)										
- Seminole Woods (EB Right Turn Lane)										
Traffic Signals			54405							
Traffic Signal Optimization Implementation			250,000	150,000	150,000	TBD			TBD	
New Signal - Matanzas / Interchange (2)										
New Signal - Belle Terre / Market Ave / Eastwood			400,000							
Traffic Signal Analysis Study/Warrant/Construction (1 Signal)									450,000	
Traffic Signal Conversion - Strain Pole to Mast Arm										
Belle Terre (Cypress Point Parkway)	Design/Construct								400,000	
Belle Terre (Palm Coast Parkway EB)	Design/Construct								400,000	
Belle Terre (Kohl's/Publix)	Design/Construct									400,000
Belle Terre (Palm Coast Parkway WB)	Design/Construct								400,000	
Belle Terre (Pine Likes Parkway)	Design/Construct									400,000
Belle Terre (Parkview)	Design/Construct									400,000
Belle Terre (BTMS)	Design/Construct									400,000
Palm Coast Parkway WB (Pine Cone)	Design/Construct								200,000	
Palm Coast Parkway EB (Pine Cone)	Design/Construct								200,000	
Palm Coast Parkway WB (Colbert)	Design/Construct									400,000
Palm Coast Parkway EB (Colbert)	Design/Construct									400,000

TRANSPORTATION PROJECTS <i>(Projects highlighted in blue are partially or fully funded with grants)</i>			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP	
DESCRIPTION / PHASE		PROJECT NUMBER	FY 19	FY 20	FY 21	FY 22	FY 23	FY24	FY25 - 29		
Continuous Street Lighting			51014	300,000	300,000	340,000	310,000	265,000	135,000	1,110,000	-
Lakeview (London to Matanzas)	Construction		50,000								
Whiteview (US1 to Pritchard)			Part of WSIP					Part of WSIP			
Whitemill (Pine Lakes to Whiteview)			Part of WSIP					Part of WSIP			
Old Kings Road (Kingswood to Forest Grove)			Part of OKRW	Part of OKRW					Part of OKRW	Part of OKRW	
Old Kings Road (Kingswood to Town Center)									Part of OKRW	Part of OKRW	
Bulldog Drive (SR100 to Town Center)											Part of BD
Belle Terre Parkway (Palm Coast Pkwy. to SR100)	Design		50,000								
Belle Terre (PCP-WB to Pine Lakes)	Construction		50,000								
Belle Terre (Pine Lakes to Parkview-S)	Construction		50,000								
Belle Terre (Parkview-S to White View)	Construction		50,000								
Belle Terre (White View to Rymfire Drive)	Construction			50,000							
Belle Terre (Rymfire to Royal Palm)	Construction			25,000							
Belle Terre (Royal Palm to East Hampton)	Construction			25,000							
Belle Terre (East Hampton to SR100)	Construction			50,000							
Belle Terre Boulevard (SR100 to US1)	Design			75,000							
Belle Terre (SR100 to Citation)	Construction				110,000						
Belle Terre (Citation to US1)	Construction				60,000						
Ravenwood (White View to Rymfire)	Design			25,000							
	Construction				20,000						
Seminole Woods (SR 100 to US1)	Design				100,000						
Seminole Woods (SR 100 to Ulaturn)	Construction					40,000					
Seminole Woods (Ulaturn Place to Citation Parkway)	Construction					30,000					
Seminole Woods(Citation to Sesame)	Construction					30,000					
Seminole Woods (Sesame to US 1)	Construction					40,000					
Sesame Boulevard (Seminole to Seminole)	Design					80,000					
	Construction						100,000				
East Hampton (Belle Terre to terminus)	Design					40,000					
	Construction						50,000				
Citation Boulevard (Belle Terre toLaguna Forest Lane)	Design						25,000				
	Construction							30,000			
Palm Harbor Drive (Palm Coast to European Village)	Design						15,000				
	Construction							20,000			
Forest Grove Drive (Old Kings to terminus)	Design						25,000				
	Construction							35,000			
Royal Palms Parkway (Belle Terre to US1)									200,000		
Rymfire Drive (Belle Terre to US1)									200,000		
Hargrove Grade (US1 to terminus)									80,000		
Palm Coast Parkway (Florida Park to Palm Harbor)									300,000		
Oak Trail Boulevard (Old Kings to terminus)									80,000		
Contingency			50,000	50,000	50,000	50,000	50,000	50,000	250,000		
TOTAL EXPENDITURES			7,401,600	12,460,000	3,680,000	5,470,000	3,525,000	5,285,000	54,338,480		



RECREATION PROJECTS <i>(Projects highlighted in blue are partially or fully funded with grants)</i>			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
			FY 19	FY 20	FY 21	FY 22	FY 23	FY24	FY25 - 29	
PARKS & RECREATIONAL FACILITIES										
Parks										
Holland Park Improvements	Design / CEI	66006	125,000	50,000						
Phase 2 - Building Renovations, New Maintenance Facility, Sports Lighting, Playground & Splash Park	Construction		2,320,000	2,900,000						
	Contingency		130,000	130,000						
Long Creek Nature Preserve	Design / CEI	61015							TBD	
Phase 2: Items to be determined:	Construction								TBD	
	Contingency								TBD	
Town Center Central Park - Remaining Phases	Design / Construction		100,000				550,000	1,025,000	TBD	
Neighborhood Parks (5-10 acres) \$250,000/acre for development [Minimum of 1 project to occur over next 10-years]										3,000,000
Matanzas Woods/ Indian Trails Neighborhood Park	Site Analysis									
	Design / Construction									
Pine Lakes Neighborhood Park (10 acres)	Land Acquisition									
	Design / Construction									
Quail Hollow Neighborhood Park (10 acres)	Design / Construction									TBD
Community Centers										
Community Center - Generator	Construction		275,000							
	Land Acquisition									TBD
Community Center - Additional Parking	Design									TBD
	Construction									TBD



RECREATION PROJECTS <i>(Projects highlighted in blue are partially or fully funded with grants)</i>			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
DESCRIPTION / PHASE			FY 19	FY 20	FY 21	FY 22	FY 23	FY24	FY25 - 29	
<b>PARK REHAB and RENEWALS</b>			66008	1,550,000	425,000	990,000	765,000	1,960,000	1,650,000	4,165,000
Park Cameras:			100,000							
Holland Park				250,000	100,000					
ITSC					200,000					
Belle Terre, Seminole, Waterfront, Linear										
Belle Terre Park:								200,000		
Multi-Purpose Field Sod Replacement & Underdrain									40,000	
Handball Court Resurface & Wall Repainting									45,000	
Tennis Court Resurfacing & Improvements									50,000	
Gazebo Restoration										
Holland Park:										
Multi-Purpose & Baseball Field Sod Replacement							160,000			
Linear Park:										
Bocce Ball Court Rehabilitation/ Repurpose						30,000				
Shuffleboard Court Resurfacing/Repurpose						20,000				
Playground Rehabilitation					30,000	300,000				
Multi-Purpose Room Renovation									100,000	
Restroom Building Renovation & Reroof									100,000	
Pavilion Renovations (3)									100,000	
Ralph Carter Park:										
Add Pickle Ball Courts			600,000							
Basketball Court Resurfacing						30,000				
Multi-Purpose Field Sod Replacement & Underdrain						160,000				
Pavilion Renovations (1)									25,000	
Skate Park Rehabilitation									150,000	
Seminole Woods Park:										
Basketball Court Resurfacing						30,000				
Tennis Court Resurfacing & Improvements						45,000				
Waterfront Park:										
Fishing Pier Deck Board & Post Replacement					150,000					

RECREATION PROJECTS <i>(Projects highlighted in blue are partially or fully funded with grants)</i>			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
DESCRIPTION / PHASE			FY 19	FY 20	FY 21	FY 22	FY 23	FY24	FY25 - 29	
<b>PARK REHAB and RENEWALS (continued)</b>			66008							
Frieda Zamba Pool Complex:										
Pump Room/Storage Building Improvements			25,000							
Locker/Shower/Restroom Building Replacement							200,000	1,100,000		
Pool Deck Repair & Replacement								200,000		
Pool Heater Replacement									50,000	
Pool Backwash System &Pmp Mod				25,000	200,000				50,000	
Pavilion Fabric Shade Covering Replacement									900,000	
Office & Classroom Building Renovations										
Indian Trails Sports Complex:										
Field 1&2 Sod Replacement & Underdrain			120,000							
Baseball & Softball Fields Sod Replacement					160,000					
Baseball Concession Building Electrical Improvements			230,000							
Add Shade Sails @ Baseball & Field Bleachers							300,000			
Field Lighting Conversion to LED (Baseball & 1-4)							1,150,000			
Concession/Pavilion 1&2 Renovation & Reroof									250,000	
Playground Rehabilitation & Add Shade Covering									275,000	
Field 5-7 Sod Replacement & Underdrain									200,000	
Tennis Center Complex:										
Court Rehabilitation (4-10)			100,000							
Add Shade Cover for Court #10 Walkway			20,000							
Tennis Shed Repairs			10,000							
Fencing Replacement			50,000						50,000	
Lighting Conversion to LED									500,000	
Palm Harbor Golf Club:										
Wash Down System			145,000							
Clubhouse Improvements									500,000	
Greens Reconstruction									30,000	
Lightning Detection System										
Other Projects to be Determined			75,000	75,000	75,000	75,000	75,000	75,000	375,000	
Contingency / Safety Improvements			75,000	75,000	75,000	75,000	75,000	75,000	375,000	

RECREATION PROJECTS <i>(Projects highlighted in blue are partially or fully funded with grants)</i>			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
DESCRIPTION / PHASE			FY 19	FY 20	FY 21	FY 22	FY 23	FY24	FY25 - 29	
TRAILS & TRAIL AMENITIES										
Lehigh/Belle Terre Trailhead (FPL Easement)	Master Plan Design Construction	66009	180,000			1,000,000				
FDOT Grant (Design - Trail Elements only)			\$ 91,000							
Northeast Corridor Trailhead & Trails	Design & Construction									TBD
Service Road Trail (Water Tower-Palm Coast Pkwy) to Royal Palms	Design & Construction									TBD
Graham Swamp Trail Phase 2	Design Construction	61014					350,000		2,500,000	
Trailhead & Trail Signs	Material		35,000		50,000		50,000			
PATH REHAB and RENEWAL										
Resurface Asphalt Trails			150,000			150,000		150,000	400,000	
Linear: Renew Shell Trails					150,000					
Graham Swamp: Renew Shell Trails				150,000						
Graham Swamp: Boardwalk Repair & Replacement				275,000						
Other Projects to be determined									750,000	
TOTAL EXPENDITURES			4,715,000	4,430,000	1,415,000	2,140,000	2,985,000	3,050,000	9,340,000	

RECREATION PROJECTS <i>(Projects highlighted in blue are partially or fully funded with grants)</i>			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
DESCRIPTION / PHASE			FY 19	FY 20	FY 21	FY 22	FY 23	FY24	FY25 - 29	
UNFUNDED PROJECTS										
Multigenerational Facility	Design & Construction									32,000,000
Community Parks (20-50 acres) \$375,000/acre for development										
Palm Coast Park DRI	Design & Construction									5,000,000
Indian Trails Park (Adjacent to FS#23)	Design & Construction									3,000,000
Southern/Western Portion of City	Design & Construction (Land?)									
Community Centers										
Central Community Center (30,000 sf)	Design & Construction									8,000,000
Satellite Community Center (15,000 sf)	Design & Construction									4,250,000
Special Use Facilities										
Sports Complex (Develop @ \$375,000/acre)	Design & Construction									22,500,000
Aquatic Center	Design & Construction									11,325,000
Frieda Zamba Pool Renovation	Construction									1,500,000
Cultural Arts Center	Design & Construction									13,040,000
City Marina	Acquisition / Design / Construction									
Tennis Center Court Expansion & Clubhouse	Design & Construction									



PUBLIC SAFETY PROJECTS			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
			FY 19	FY 20	FY 21	FY 22	FY 23	FY24	FY25 - 29	
Fire Station #22 - Replacement	Design / CEI Construction	49010						250,000	75,000 3,000,000	
Fire Station #26 Seminole Woods	Design / CEI Construction	49008								375,000 3,500,000
TOTAL EXPENDITURES			0	0	0	0	0	250,000	3,075,000	3,875,000

GENERAL GOVERNMENT PROJECTS			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
DESCRIPTION / PHASE PROJECT NUMBER			FY 19	FY 20	FY 21	FY 22	FY 23	FY24	FY25 - 29	
City Hall - Interior Modifications			150,000	75,000						
City Hall / Community Wing Generator			200,000	200,000						
City Hall - Expansion									TBD	
ADA Transition Plan (existing facility compliance			150,000		75,000		75,000			
Energy Improvements			120,000	60,000						
Wetland Mitigation Land	Design & Permit Construction		20,000 30,000	50,000	350,000	350,000				
Land Acquisition (Open Space Preservation, Habitat Protection & Other)										
Public Works Facility	Design/CEI Construction		30,000 420,000	650,000	650,000 2,500,000	300,000 7,500,000	100,000 3,000,000	500,000 -	500,000 10,700,000	
TOTAL EXPENDITURES			670,000	1,035,000	3,575,000	8,150,000	3,175,000	500,000	TBD	

IT CAPITAL PROJECTS			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
DESCRIPTION / PHASE			FY 19	FY 20	FY 21	FY 22	FY 23	FY24	FY25 - 29	
New Data Center (City Hall)			400,000	400,000						
COLO 1 Rehabilitation and/or Relocation			150,000							
Phone System Upgrades			250,000							
Fiber Connections			80,000							
Network Equipment Upgrades						360,000				
Wireless Network Upgrades						200,000				
Security Upgrades						350,000				
TOTAL EXPENDITURES			880,000	400,000	0	910,000	0	0	TBD	

STORMWATER PROJECTS			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
<i>(Projects highlighted in blue are partially or fully funded with grants)</i>			FY 19	FY 20	FY 21	FY 22	FY 23	FY24	FY25 - 29	
Saltwater Canal System			75,000	85,000	90,000	95,000	100,000	105,000	595,000	
Pipes Thru Seawalls		55230	10,000	10,000	10,000	10,000	10,000	10,000	50,000	
Canal End Seawalls			65,000	75,000	80,000	85,000	90,000	95,000	545,000	



<b>STORMWATER PROJECTS</b> <i>(Projects highlighted in blue are partially or fully funded with grants)</i>			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
DESCRIPTION / PHASE			FY 19	FY 20	FY 21	FY 22	FY 23	FY24	FY25 - 29	
<b>Freshwater Canal System &amp; Lakes</b>			2,298,600	4,457,600	6,046,600	6,436,600	7,236,600	7,425,600	32,228,000	
<b>Lake Maintenance</b>										
Freshwater Canal Weed Control			408,000	432,000	456,000	456,000	456,000	480,000	2,500,000	
Lake Weed Control - Ribbon Lake			600	600	600	600	600	600	3,000	
Freshwater Alternative Treatments			15,000	20,000	20,000	20,000	20,000	20,000	100,000	
Canal Clearing (Removal of Trees & Underbrush)			5,000	5,000	5,000	5,000	5,000	5,000	25,000	
Sediment Removal			5,000	5,000	5,000	5,000	5,000	5,000	25,000	
<b>Freshwater Canal Dredging</b>										
Locations to be Determined	Design Construction			150,000	150,000 1,250,000	275,000 1,250,000	275,000 2,500,000	275,000 2,500,000	1,375,000 10,000,000	
<b>Stormwater Storage/Detention</b>										
Eisenhower & Eashampton Waterway Rehabilitation	Design Construction			350,000 1,000,000	500,000					
London Waterway Expansion - Phase I: North side	Design Construction			350,000	1,700,000					
London Waterway Expansion - Phase II: 53 Luther Dr.	Design Construction				350,000	700,000				
Project(s) to be Determined	Design Construction					400,000 1,000,000	450,000 2,000,000	550,000 2,000,000	3,000,000 10,000,000	TBD TBD
<b>Water Control Structures</b>										
W-1 Weir Replacement	Construction									
L-1 Weir Replacement	Construction									
K-1 Weir Replacement	Construction									
L-4 Weir Replacement (Royal Palm Parkway)	Design Construction		60,000	100,000	750,000					
K-6 Weir Replacement & Smith Trail Pipe Crossing (Smith Trail)	Design Construction		50,000	900,000						
P-1 Weir Replacement & Belle Terre Pipe Crossing @ Pine Grove Waterway (West BT south of Pine Grove)	Design Construction			110,000		1,500,000				
B-1, B-2, & B-3 (Pop offs for Bellaire Waterway)	Design Construction						15,000 100,000	30,000 200,000		
M-2									100,000	
63-I & Little Canal Spillout									200,000	
15-F									450,000	
Florida Park North									450,000	
LS-1										300,000
US-1 (FDOT)										400,000
ITT Weir (County)										300,000

STORMWATER PROJECTS			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
<i>(Projects highlighted in blue are partially or fully funded with grants)</i>			FY 19	FY 20	FY 21	FY 22	FY 23	FY24	FY25 - 29	
DESCRIPTION / PHASE			PROJECT NUMBER							

Freshwater Canal System & Lakes (continued)										
Pipe Crossings - Projects (Replacements)										
Belle Terre Boulevard (south of Citation)	Design Construction		40,000 185,000							
W-1 (Belle Terre @ BTMS)	Design Construction		30,000 935,000	15,000 500,000						
L-2_Bridge 735504 (Sesame @ Citation)	Design & Construction		Part of Citation Project	Part of Citation Project						
R-1_Bridge 734076 (Belle Terre @ Royal Palms)	Design & Construction		Part of Belle Terre Project			Part of Belle Terre Project	Part of Belle Terre Project			
M-2 (OKR @ Big Mulberry Creek)	Design & Construction		Part of OKR Widening						Part of OKR Widening	
Projects to be determined				160,000	460,000	470,000	660,000	580,000	2,000,000	

Freshwater Canal Pipe Crossing (Inspections & Pipe Lining)										
FDOT Bridge Inspection Program			90,000	15,000						
Crandal Cove			200,000							
Florida Park North (No of Foster Ln)				45,000						
K-2 (7 Oaks Waterway at Sesame Blvd)					100,000					
K-4 (7 Oaks Waterway at Seminole Woods)						55,000				
I-2 (Iroquois Waterway Seminole Woods)							400,000			
PA-1 (Belle Terre @ Parkview Waterway)								430,000		
Projects to be Determined									2,000,000	
Contingency (Emergency Linings)			275,000	300,000	300,000	300,000	350,000	350,000		

<b>STORMWATER PROJECTS</b> <i>(Projects highlighted in blue are partially or fully funded with grants)</i>			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
DESCRIPTION / PHASE			FY 19	FY 20	FY 21	FY 22	FY 23	FY24	FY25 - 29	
<b>Stormwater Ditches &amp; Swales</b>			2,967,930	4,055,000	2,430,000	2,666,000	3,132,000	3,023,000	9,925,000	
<b>Swlae &amp; Ditch Pipe Projects</b>										
Pipe Replacements & Valley Gutters		55003	720,000	750,000	780,000	810,000	840,000	870,000	5,000,000	
Pipe Linings		55003	250,000	285,000	295,000	360,000	405,000	475,000	250,000	
Concrete Lined Ditch (F-Section)	Design Construction		50,000	600,000						
Emergency Pipe Replacements			125,000	125,000	130,000	135,000	140,000	145,000	750,000	
<b>Swale Maintenance Rehab &amp; Renewal</b>										
Swale Maintenance Rehab & Renewal (Materials)		55105	400,000	425,000	475,000	500,000	525,000	550,000		
Driveway Replacements			50,000	25,000	10,000	10,000	10,000	10,000	500,000	
<b>Capacity Improvements</b>										
Projects to be Determined				275,000	300,000	400,000	750,000	500,000	2,000,000	
<b>Ditch Maintenance Program</b>										
Ditch Maintenance and Rehab. (Materials)			450,000	200,000	200,000	200,000	200,000	200,000		
Clearing Equipment			637,930							
Vac Con # Equipment (Large Pipe & Catch Basins)				445,000						
Ditch Maintenance Equipment				635,000						
<b>Ditch Spray Program</b>										
Spray Equipment			80,000	80,000						
Spray Staffing and/or Contractor			200,000	210,000	220,000	230,000	240,000	250,000	1,300,000	
Spraying Chemicals			5,000		20,000	21,000	22,000	23,000	125,000	
<b>TOTAL EXPENDITURES</b>			5,341,530	8,597,600	8,566,600	9,197,600	10,468,600	10,553,600	42,748,000	

WATER AND WASTEWATER UTILITY		To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year	Future CIP
DESCRIPTION		FY 19	FY 20	FY 21	FY 22	FY23	FY24	CIP	
Water System:									
Water Treatment Plant #3									
81010 Membrane Replacement							350,000	900,000	
81010 Plant Expansion Design/Construction						4,500,000		8,500,000	
81010 Concentrate Pump		120,000							
81010 TTHM Reduction System		80,000	170,000						
81010 Concentrate Anti-Scaling Investigation		25,000							
81010 Brackish Concentrate Pipe								500,000	
81010 Brackish Treatment Improvements								5,000,000	
81010 2MG Ground Storage Tank								2,000,000	
81010 Oxygen Generation Equipment			1,000,000						
81010 Technology Upgrade								1,100,000	
Total Water Treatment Plant #3		225,000	1,170,000	0	0	4,500,000	350,000	18,000,000	
Wellfield and Wells									
81019 Wellfield Expansion WTP #3 Phase 3 - Brackish/Fresh						2,000,000		8,500,000	
81019 Wellfield Expansion WTP #2 - 3 additional wells		1,500,000	1,400,000						
81019 Well SW-43 Replacement - WTP #1		400,000							
81019 Deconstruct SW43			100,000						
81019 ASR Investigation					100,000				
81019 Well Construction Replacements		500,000	500,000	500,000	600,000	600,000	600,000	6,200,000	
81019 North and South Wellfield Property Acquisition						2,000,000		2,000,000	
81019 Surface Water/ Ground Water Interface Study		25,000							
Total Wellfield and Wells		2,425,000	2,000,000	500,000	700,000	4,600,000	600,000	16,700,000	
Water Mains									
81020 Citation/Old Kings Road/SR100 Water Main Loop		500,000	1,000,000						
81020 Old Kings Road Water Main Extension to Eagle Lakes		150,000							
81020 Old Kings Road Water Mains ( Phase 2)								1,000,000	
81020 Matanzas Woods Pkwy Relocate									
81020 North Old Kings Road Water Main Relocation				100,000		1,000,000	1,000,000		
81020 North Old Kings Road Extension Water Main		250,000	250,000						
81020 Northern Intracoastal Crossing Upsize								1,000,000	
81020 Seminole Woods Transmission Main Connection			500,000						
84005 Cypress Edge Loop			450,000						
84005 Mala Compra Phase 2 Water Main relocates			1,000,000						
84005 Sea Colony Watermain Loops					500,000				
Total Water Mains		900,000	3,200,000	100,000	500,000	1,000,000	1,000,000	2,000,000	



WATER AND WASTEWATER UTILITY DESCRIPTION	To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year	Future CIP
	FY 19	FY 20	FY 21	FY 22	FY23	FY24	CIP	
Water Treatment Plant #1								
84002 WTP No. 1 Misc. Improvements(Electrical Improvements)	125,000	100,000	25,000	25,000		200,000		
84002 Engineering Ivestigation & Related Improvements							1,500,000	
84002 Lime Sludge Handling - Design and Facility	25,000	200,000	800,000	1,000,000			2,000,000	
84002 Re-roof	175,000	175,000	50,000					
84002 Fuel Storage Tank								
84002 Slaker #1 Replacement		180,000						
84002 Slaker #3 Replacement							250,000	
84002 Slaker #2 Replacement								
84002 Ozone Treatment-Color, Taste & Odor	25,000	1,000,000						
84002 TTHM Reduction System		250,000						
84002 Technology Upgrades							1,100,000	
84002 Wellfield right angle drive replacement & generators							350,000	
84002 Remove Convault Fuel Tank							25,000	
84002 Replace Sulfuric Acid System w/ Recarbonation Ssytem							1,100,000	
Total Water Treatment Plant #1	350,000	1,905,000	875,000	1,025,000	300,000	200,000	6,325,000	
Water Treatment Plant #2								
84003 Membrane Replacement - NF			600,000		600,000		600,000	
84003 Membrane Replacement - UF		600,000			520,000		600,000	
84003 UF Skids- Valve Replacement		250,000						
84003 Reroof								
84003 Fuel Storage Tank				300,000				
84003 Ozone Treatment-Color, Taste & Odor	100,000	900,000						
84003 Sludge Thickener							1,000,000	
84003 Plant Water Pressure Improvement							200,000	
84003 Oil-less air compressors for UF Skids							200,000	
84003 UF Backwash Process Piping - Relocate Chemical Feed lines		30,000						
84003 Technology Upgrades							1,100,000	
84003 Filtrate Ammonia Reduction	50,000	500,000						
Total Water Treatment Plant #2	150,000	2,280,000	600,000	300,000	1,120,000	0	3,700,000	

WATER AND WASTEWATER UTILITY DESCRIPTION	To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year	Future CIP
	FY 19	FY 20	FY 21	FY 22	FY23	FY24	CIP	
General Plant R&R 84004 Construction	600,000	650,000	650,000	700,000	700,000	750,000	4,000,000	
Total General Plant R&R	<b>600,000</b>	<b>650,000</b>	<b>650,000</b>	<b>700,000</b>	<b>700,000</b>	<b>750,000</b>	<b>4,000,000</b>	
Distribution System Improvements								
84005 Canal Crossing Replacements			150,000	300,000				
84005 Large Backflow Preventer Replacements	25,000	75,000	75,000	75,000	75,000	75,000	375,000	
84005 Fixed Base Meter Reading	250,000	200,000	200,000					
84005 Radio Read Metering	1,000,000	520,000	500,000	500,000	600,000	500,000	2,910,000	
84005 Residential and Sm Commercial Meters changeouts	100,000	100,000	100,000	100,000	100,000	100,000	500,000	
84005 Fiber Internet to WTP2	160,000							
84005 Small Meter Change Out		325,000	580,000	550,000	950,000	750,000	1,150,000	
84005 Water Quality Monitoring		50,000	50,000					
84005 Security		10,000	20,000	20,000	20,000			
84005 Cybersecurity		10,000	20,000	20,000	20,000			
84005 Construction	100,000	100,000	100,000	125,000	125,000	150,000	825,000	
Total Distribution System Improvements	<b>1,635,000</b>	<b>1,390,000</b>	<b>1,795,000</b>	<b>1,690,000</b>	<b>1,890,000</b>	<b>1,575,000</b>	<b>5,760,000</b>	
<b>Total Water System Improvements</b>	<b>6,285,000</b>	<b>12,595,000</b>	<b>4,520,000</b>	<b>4,915,000</b>	<b>14,110,000</b>	<b>4,475,000</b>	<b>56,485,000</b>	

WATER AND WASTEWATER UTILITY		To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year	Future CIP
DESCRIPTION		FY 19	FY 20	FY 21	FY 22	FY23	FY24	CIP	
<b>Wastewater System:</b>									
Pretreatment Effluent Pumping System									
82001 System Upgrades		595,000	600,000	600,000	600,000	600,000	600,000	3,000,000	
82001 PEP Tanks		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000	
Total Pretreatment Effluent Pumping System		<b>2,595,000</b>	<b>2,600,000</b>	<b>2,600,000</b>	<b>2,600,000</b>	<b>2,600,000</b>	<b>2,600,000</b>	<b>13,000,000</b>	
Wastewater Treatment Plant #1									
82002 Headworks Coating Rehab		100,000	200,000						
82002 Clarifiers #7 & #8 Rehab		860,000							
82002 Centrifuge Replacement & Belt Press			2,000,000						
82002 Biosolids Treatment/Disposal Improvements			500,000	2,000,000				2,500,000	
82002 New Administration Building		200,000							
82002 New Genset and Above Ground Fuel Storage Tank				500,000	400,000				
82002 Property Acquisition - Mosquito Control Property									
82002 Expand Odor Control System		223,500						500,000	
82002 Diffused air		50,000	200,000	2,000,000					
82002 Expand Filter Capacity		100,000	150,000						
82002 Sprayfield replacement with RIB study			50,000	2,000,000					
82002 Preliminary Engineering for WWTP1 Exspansion								250,000	
82002 Expand plant to 9.83 MGD and AWT conversion								18,000,000	
82002 6.0 MGD Reclaimed Water Ground Storage Tank								4,000,000	
82002 Large Generators								3,000,000	
82002 Increase Effluent Disposal Capacity								3,000,000	
82002 AWT conversion cost feasibility study		25,000							
Total Wastewater Treatment Plant #1		<b>1,558,500</b>	<b>3,100,000</b>	<b>6,500,000</b>	<b>400,000</b>	<b>0</b>	<b>0</b>	<b>31,250,000</b>	
Force Mains									
82003 Old Kings Road (Phase 3) Spray Field to WWTP#1								2,500,000	
82003 Pine Lakes to WWTP #2		500,000	1,500,000						
82003 Whiteview PS24-2 to OKR		800,000							
82003 Matanzas Relocate								500,000	
82003 OKR- SR100 to future WWTP3			250,000	250,000					
82003 Ravenwood to WWTP #2 on US1							50,000	3,000,000	
82003 WTP #2 Concentrate Line Conversion		100,000							
82003 Force Main from Pump Station 4-2 or PS E					100,000	450,000			
82003 Force Main from Blare Castle Dr to WWTP#1		140,000	900,000						
Total Force Mains		<b>1,540,000</b>	<b>2,650,000</b>	<b>250,000</b>	<b>100,000</b>	<b>450,000</b>	<b>50,000</b>	<b>6,000,000</b>	

WATER AND WASTEWATER UTILITY DESCRIPTION	To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year	Future CIP
	FY 19	FY 20	FY 21	FY 22	FY23	FY24	CIP	
Reclaimed Water Mains								
82004 Old Kings Road Phase 2		50,000					1,000,000	
82004 16" Discharge with study	35,000	250,000	500,000	1,000,000	500,000			
82004 RCW Main Extension to the Sports Complex	100,000	900,000						
82004 Reclaimed Meters - In Operating Budget	0	0	0	0	0	0	0	
82004 Seminole Woods Blvd-Citation		250,000	550,000	200,000				
82004 Citation/Sesame Blvd to future WWTP3 w/ Dry Lake RIB conversion							6,000,000	
82004 Palm Harbor Golf Course reclaimed WM Extension							2,500,000	
82004 Cigar Lake Water Quality Improvements	150,000					700,000	500,000	
Total Reclaimed Water Mains	285,000	1,450,000	1,050,000	1,200,000	500,000	700,000	10,000,000	
Wastewater Treatment Plant #2								
82007 Asset Management Plan							100,000	
82007 WWTP#2 Wetland Discharge Automated Controls	50,000	150,000				400,000		
82007 Plant Expansion Planning and Engineering		350,000	350,000					
82007 Plant Expansion Engineering Construction			2,000,000	10,000,000	3,000,000			
82007 Replace Membranes							2,500,000	
82007 Replace Odor Control System							500,000	
82007 Replace Drum Screens							1,000,000	
82007 Land for RIB/Exfiltration							1,000,000	
82007 Aquifer Recharge Investigation	25,000	100,000						
82007 Aquifer Recharge Land		750,000						
82007 Aquifer Recharge Design and Construction			200,000	1,000,000	500,000			
Total Wastewater Treatment Plant #2	75,000	1,350,000	2,550,000	11,000,000	3,500,000	400,000	5,100,000	
Beachside Sewer System								
82009 Design and Construction/phase 2		750,000	750,000					
Total Beachside Sewer System	0	750,000	750,000	0	0	0	0	
Wastewater Treatment Plant #3								
82010 Land		300,000						
82010 Design						200,000	1,000,000	
82010 Construction							30,000,000	
Total Wastewater Treatment Plant #3	0	300,000	0	0	0	200,000	31,000,000	



WATER AND WASTEWATER UTILITY DESCRIPTION	To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year	Future CIP
	FY 19	FY 20	FY 21	FY 22	FY23	FY24	CIP	
Lift Stations and Pump Stations								
85003 Pump Station Upgrades	150,000	150,000	150,000	150,000	150,000	150,000	1,250,000	
85003 Pump Station On-Line Generator		80,000	80,000	80,000	80,000	80,000	750,000	
85003 FEMA Generators	920,000	1,880,000						
85003 Pump Station Odor Control Systems	100,000	100,000	100,000	100,000	100,000	100,000	500,000	
88014 Belle Terre/Matanzas Woods MPS								
85003 Pump Station 34-1 Upgrade		350,000						
85003 Commerce Blvd Pump Station		200,000						
85003 Hargrove Pump Station		50,000						
85003 Woodhaven Pump Station 27-1		100,000						
85003 Pump Station 4-2					200,000			
85003 Pump Station D	600,000	100,000						
85003 Pump Station CL-1							750,000	
85003 Pump Station 24-2							750,000	
85003 Pump Station 22-3 & 22-4		200,000						
85004 Pump Stations Section 25 (Persimmon)		150,000	75,000					
85004 Eductor Stations Improvements			1,000,000				3,000,000	
85003 US1 Master Pump Station		250,000	2,500,000					
OKR Forcemain Extension - From MPS to WWTP#1							3,000,000	
85003 SCADA Conversion	250,000							
Total Lift Stations and Pump Stations	2,020,000	3,610,000	3,905,000	330,000	530,000	330,000	10,000,000	
General Plant R&R - Wastewater								
Gravity System								
85005 Gravity Pipeline Lining	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000	
85005 Construction	600,000	750,000	750,000	750,000	750,000			
85006 RIB Site Fencing	100,000							
85005 PEP Replacement Pumps & Panels	300,000	400,000	400,000	400,000	400,000	400,000	2,000,000	
85005 OKR Phase II							1,000,000	
85005 Manhole Dishes	20,000							
85005 Replace submersible pumps	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	
Total General Plant R&R - Wastewater	2,120,000	2,250,000	2,250,000	2,250,000	2,250,000	1,500,000	9,000,000	
Total Wastewater System Improvements	10,193,500	18,060,000	19,855,000	17,880,000	9,830,000	5,780,000	115,350,000	

WATER AND WASTEWATER UTILITY DESCRIPTION	To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year	Future CIP
	FY 19	FY 20	FY 21	FY 22	FY23	FY24	CIP	
<b>Miscellaneous Utility Services</b>								
Miscellaneous Utility Services(54029000-034000)								
89002 CUP Modification Application			100,000		100,000			
89002 CUP Compliance Report			50,000					
89002 Consultant Input on CIP Development	13,000	15,000	15,000	15,000	15,000	15,000	75,000	
89002 Water Supply Facilities Work Plan		30,000				30,000	30,000	
89002 Rate Study/Bond Issue/SRF Capital Financing Plan							60,000	
89002 LiDAR Project (cost share)								
89002 Surface / Groundwater Interface Model	25,000							
89002 Utility Admin R+R	30,000	30,000	30,000	30,000	30,000	30,000	150,000	
89002 Technology Upgrades	100,000	100,000	100,000	100,000	100,000	100,000	500,000	
89002 Inventory Storage		250,000						
89002 Utility Compound Upgrade					200,000		2,070,000	
89002 Replace Building Roofs	150,000	150,000	150,000	30,000	30,000			
<b>Total Miscellaneous Utility Services</b>	<b>318,000</b>	<b>575,000</b>	<b>445,000</b>	<b>175,000</b>	<b>475,000</b>	<b>175,000</b>	<b>2,885,000</b>	
<b>TOTAL EXPENDITURES</b>	<b>16,796,500</b>	<b>31,230,000</b>	<b>24,820,000</b>	<b>22,970,000</b>	<b>24,415,000</b>	<b>10,430,000</b>	<b>174,720,000</b>	

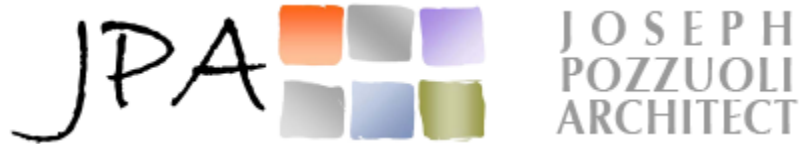
**RALPH CARTER PARK**  
**Dedicated Pickleball Courts**  
**&**  
**HOLLAND PARK**  
**Renovation & Expansion**

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**Phase 2**



# TEAM





# PAST and FUTURE ACTIONS

- ☒ Completed Master Plan
- ☒ Approved Service Contracts
  - Architectural & Engineering Services
- ☒ Completed Construction of Phase One Improvements
  - Used General Contractor
- ☒ City Council Allocated Funds to Begin Phase Two Construction in FY18
- ☒ City Council Approves Contracts for Phase Two Improvements
  - ☒ Architectural & Engineering Services (Code & Design Updates)
  - ☒ Construction Manager At-Risk
- ☒ Construction Manager Bids Project
- ☐ Guaranteed Maximum Price Established and Approved by Council
- ☐ Construction Begins



- Pavilion 3 Bathroom Renovations
- Replace Bocce Ball Courts & Add Covering
- Play Zone Expansion
- Splash Zone
- Sports Activity Lighting
- Handball, Pickleball & Exercise Area
- Maintenance Building





### DISCOVER PALM COAST

- SUGAR MILL CLIMBER
- ZIP LINE
- COQUINA ESCARPMENT
- ARCHEOLOGICAL DIG
- SWING
- SLIDES
- GATOR PIT
- 5-12 PLAY EQUIPMENT
- ROCK CLIMBER

### CONSTRUCTION ZONE

- UNDERGROUND MOUND WITH ROOTS AND PIPES
- TRAINS
- BULL DOZERS
- 3-5 PLAY EQUIPMENT

**(FUTURE)**

### THE SPRING

- FROGS
- LOGS
- LILY PADS
- HOOP SPRAY SWING
- CAT-TAIL SPRAYS
- FLORIDA PANTHER
- BIRD WING SPAN
- FLOWERS
- BUTTERFLY GARDEN
- LIVE PLANTS
- BUTTERFLY BENCHES

**(FUTURE)**

### THE HAMMOCK

- EXISTING TREES
- NATURAL DAY STREAM
- NATIVE PLANTS
- PICNIC PAVILIONS
- "OLD BRICK ROAD"
- JALOPY
- AIR STREAM TRAILER

**(FUTURE)**

### THE SHORE

- PICNIC PAVILION
- DUNES
- INTERACTIVE WATER FEATURE

**(FUTURE)**

PLAN  
1" = 20'-0"



## HOLLAND PARK SCHEMATIC PACKAGE

SITE PLAN

February 5, 2014



### DISCOVER PALM COAST

- SUGAR MILL CLIMBER
- ZIP LINE
- COQUINA ESCARPMENT
- ARCHEOLOGICAL DIG
- SWING
- SLIDES
- GATOR PIT
- 5-12 PLAY EQUIPMENT
- ROCK CLIMBER

### CONSTRUCTION ZONE

- UNDERGROUND MOUND WITH ROOTS AND PIPES
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- EXISTING TREES
- NATURAL DAY STREAM
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- PICNIC PAVILIONS
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### THE SHORE

- PICNIC PAVILION
- DUNES
- INTERACTIVE WATER FEATURE

PLAN  
1" = 20'-0"



## HOLLAND PARK SCHEMATIC PACKAGE

SITE PLAN

February 5, 2014





# Holland Park – Initial GMP & Budget

## PROJECT BUDGET – CONSTRUCTION

- \$3,575,000 – CIP Project Budget
- \$6,980,511 – Initial Project Proposal

## REVISED BUDGET – CONSTRUCTION

- \$5,600,000 – Proposed CIP Project Budget
- \$6,980,511 – Initial Project Proposal
- \$350,000 VE Savings
- \$983,265 Reduce Scope Savings
- \$580,583 Revised Project Cost

# Holland Park – Recommended Project Proposal

HOLLAND PARK - ITEMS	BBI INITIAL GMP	PROPOSED VE SAVINGS	REDUCED SCOPE OF WORK	REVISED GMP
Bocce Ball Pavilion Covering	\$ 445,000	\$ (165,000)		\$ 280,000
Pavilion 3 Repairs	\$ 124,000			\$ 124,000
Maintenance Facility (New)	\$ 362,000			\$ 362,000
Musco Lighting (Tennis, Shuffleboard, Volleyball, Horseshoe, Pickleball)	\$ 220,000		\$ (31,077)	\$ 188,923
Kids Play Zone	\$ 968,000	\$ (85,000)		\$ 883,000
Kids Splash Zone	\$ 1,981,000	\$ (100,000)		\$ 1,881,000
Shade/Picnic Pavilions (3), Horse Shoe, Volleyball & Small Dog Park	\$ 72,000			\$ 72,000
Handball Courts	\$ 270,000		\$ (270,000)	\$ -
Dedicated Pickleball Courts	\$ 153,000		\$ (153,000)	\$ -
Fitness	\$ 239,000		\$ (239,000)	\$ -
Construction SubTotal	\$ 4,834,000			\$ 3,790,923
Insurance & Bonds	\$ 197,581		\$ (15,699)	\$ 181,882
BBI Contingency	\$ 284,414		\$ (55,854)	\$ 228,560
General Conditions	\$ 827,710		\$ (156,462)	\$ 671,248
OHP @6.75%	\$ 414,700		\$ (62,174)	\$ 352,526
Holland Park GMP	\$ 6,558,405			\$ 5,225,140
City Contingency (5%)	\$ 327,920			\$ 261,257
CEI	\$ 94,186			\$ 94,186
Holland Park Phase 2 Cost	\$ 6,980,511			\$ 5,580,583

# Ralph Carter Park – GMP & Budget

RALPH CARTER PARK - ITEMS	BBI INITIAL GMP
Dedicated Pickleball Courts	\$ 407,152
Insurance & Bonds	\$ 18,118
BBI Contingency	\$ 26,017
General Conditions	\$ 75,893
OHP @6.75%	\$ 35,585
Ralph Carter Park GMP	\$ 562,765
City Contingency (5%)	\$ 28,138
CEI	\$ 11,700
Ralph Carter Pickleball Courts	\$ 602,603

## PROJECT BUDGET – CONSTRUCTION

- \$200,000 – CIP Project Budget
- \$562,765 – Proposed Contract Amount
- \$602,603 – Proposed CIP Project Budget

**CONTRACTS**



# SM&E

## □ Existing Consultant that Designed Kids Play & Splash Zone

- Construction Phase Services Contract Amendment:
  - Holland Park: \$53,670.00
  - Ralph Carter Park: \$11,700.00

# Joseph Pozzuoli Architect (JPA)

- Existing Consultant that Designed New Buildings/Structures & Improvements to Existing Buildings/Structures
  - Construction Phase Services Contract Amendment
    - Holland Park: \$33,985.50

# CONSTRUCTION MANAGEMENT CONTRACT

- City Advertised for Qualifications and Selected BBI Construction Management, Inc.
- Construction Manager (CM) At-Risk
  - Cost Overruns CM Responsibility, Not City
  - Team Approach with City, Design Team, and CM Firm to Manage Costs & Schedule
  - Cost Savings Returned
    - 80% to City
    - 20% to CM
  - Construction Phase Services = 6.75% of the Cost of the Work
  - Contract Amendment to Establish Recommended GMP of \$5,787,905.00

# SCHEDULE

<input type="checkbox"/> Contract Approvals	April 2, 2019
<input type="checkbox"/> GMP Approval	April 2, 2019
<input type="checkbox"/> Begin Construction	May 2019
<input type="checkbox"/> Complete Construction	June 2020



# Questions?



# 2019 Strategic Action Plan Evaluation Results

City Council Workshop #1 – March 26, 2019





# Where we are:

- Council interviews conducted
- Goal is to establish SAP Priorities for potential adoption





# Evaluation Process

- Conducted annually to revisit process and progress
- City Council provided a “Leadership Guide” (Tool box)
  - Strategic Action Plan Journal
  - Budget Letter
  - Budget at a Glance
  - City Council Priorities Progress Report





# Organizing Council Feedback

## Overall Process:

- Input on SAP evaluation process enhancements

## Council Focus Areas - Proposed Priorities:

- Approaches developed based on focus areas
- Cross-referenced draft Approaches with SAP and existing Priorities



# Overall Process Feedback

- Annually review Past and Present Adopted Priorities to ensure that the value added aligns with the City Council's direction
  - With Council Consensus on focus areas, staff will produce an “Action Agenda” (proposed approaches, timeline, cost impact and resource needs)
  - “Action Agenda” presented to Council for consideration before adoption of Priorities
- All performance measures shall be evaluated to verify target brings value and satisfaction to our customers



# Council Focus Areas

- Enhancements and/or Reinforcing Existing Priorities
- Other Focus Areas





# Feedback on Existing Priorities

FY17-18 Priority: Develop continuous street lighting plan for major roads

- ☐ Evaluate residential areas for additional street lighting for safety and reduction of crime



# Feedback on Existing Priorities

FY17-18 Priority: Ensure that all infrastructure is a priority regarding maintenance and performance

- ❑ Ensure funding of streets maintenance program for current and future fiscal years
- ❑ As part of street resurfacing and maintenance program, intersection safety improvements shall be conducted to address turn radius conflicts
- ❑ As part of street resurfacing and maintenance program, incorporate enhancements to support the use of autonomous vehicles



# Feedback on Existing Priorities

FY17-18 Priority: Ensure that all infrastructure is a priority regarding maintenance and performance

- ❑ Identify water and wastewater utility improvements to harden facilities to mitigate the impacts of flooding
- ❑ Ensure that the Public Works Facility is top priority facility project and commence with initial improvements



# Feedback on Existing Priorities

FY18-19 Priority: Develop a robust citizen engagement platform and ensure that cost-benefit analysis includes ongoing maintenance of the platform

- ❑ Incorporate a customer survey element into citizen engagement platform
- ❑ Manage swale complaints through a priority ranking approach to ensure that critical issues are addressed immediately
- ❑ Utilize all communication mediums and platforms to inform our citizens of important matters



# Feedback on Existing Priorities

FY18-19 Priority: Improve communications infrastructure (phone/internet service) at City Hall and other City facilities to ensure continuum of services

- ❑ Continue to improve communication infrastructure and ensure redundancy as part of basic infrastructure needs



# Feedback on Existing Priorities

FY18-19 Priority: Create a stakeholders group to create a new vision for town center through a strategic approach

- ❑ Attract a higher-learning institution to the Innovation District that aligns with our Vision and complements the Flagler County School's Flagship Programs
- ❑ Attract an education partner to the Innovation District that will foster diversity of our work force while attracting companies that align with our values



# Feedback on Existing Priorities

FY18-19 Priority: Create a dedicated funding mechanism to support events and programs in pursuit of innovation in town center. Utilize stakeholders to create funding program framework

- ❑ Create an Art District for Innovation District and establish funding support through revenues generated within the District
- ❑ Develop a comprehensive Marketing Plan for the Innovation District



# Feedback on Existing Priorities

FY18-19 Priority: Create a dedicated funding mechanism to support events and programs in pursuit of innovation in town center. Utilize stakeholders to create funding program framework

- Seek partnerships with local talent and complementing businesses to foster growth at the Tennis Center to expand on the community's rich sports history



# Feedback on Existing Priorities

FY17-18 Priority: Educate our citizens on the value of “shop local” and doing business in Palm Coast

- ❑ Develop a Business Friendly Initiative to ensure enhanced customer service and communication, simplify and streamline regulatory processes, and provide support through training along with other guidance resources



# Feedback on Existing Priorities

FY17-18 Priority: Educate our citizens on the value of “shop local” and doing business in Palm Coast

- ❑ Create an aggressive education Shop Local campaign and establish a measurable goal to increase community awareness and sales tax revenue
- ❑ Partner with the Chamber of Commerce to incorporate local businesses into the Shop Local campaign



# Feedback on Existing Priorities

FY18-19 Priority: Investigate potential methods of incorporating succession planning into the organization structure

- ❑ Establish succession plan and budgetary needs to ensure continuum of institutional knowledge for critical service departments including Utility, Public Works and Fire
- ❑ Hire Electricians for Public Works instead of utilizing external contractors



# Feedback on Other Areas Outside Existing Priorities

- ❑ Develop a marketing program to recruit and host medical and technology summits and retreats to the area
- ❑ Create a program to recruit professional and higher paying jobs (green industry) to the area
- ❑ Evaluate potential legislative actions to support the Sheriff's Office regarding criminal activity associated with homelessness
- ❑ Begin the examination of recycling handling options for waste collection services



# Next Steps

Staff will consolidate today's feedback in preparation of next SAP Evaluation Workshop



# Questions???





# Economic Development Incentive Agreement with CP Performance

# About CP Performance

- Online marine product super store
- Previously known as “Project Price is Right”
- 2 locations – now to consolidate to Hargrove Grade Industrial Park
- Expanded location to create:
  - 20,000 – 30,000 sq. foot industrial building
  - Approximately 20 new jobs with average wage \$36K
  - Immediate capital investment of \$3 million



# Proposed Economic Incentives

- Extensions of the City's Fiber Optic network (FiberNET) at no cost
- Waiver of planning application and planning permitting fees
- Offset of City water, sewer and transportation fees
- Stormwater accommodations

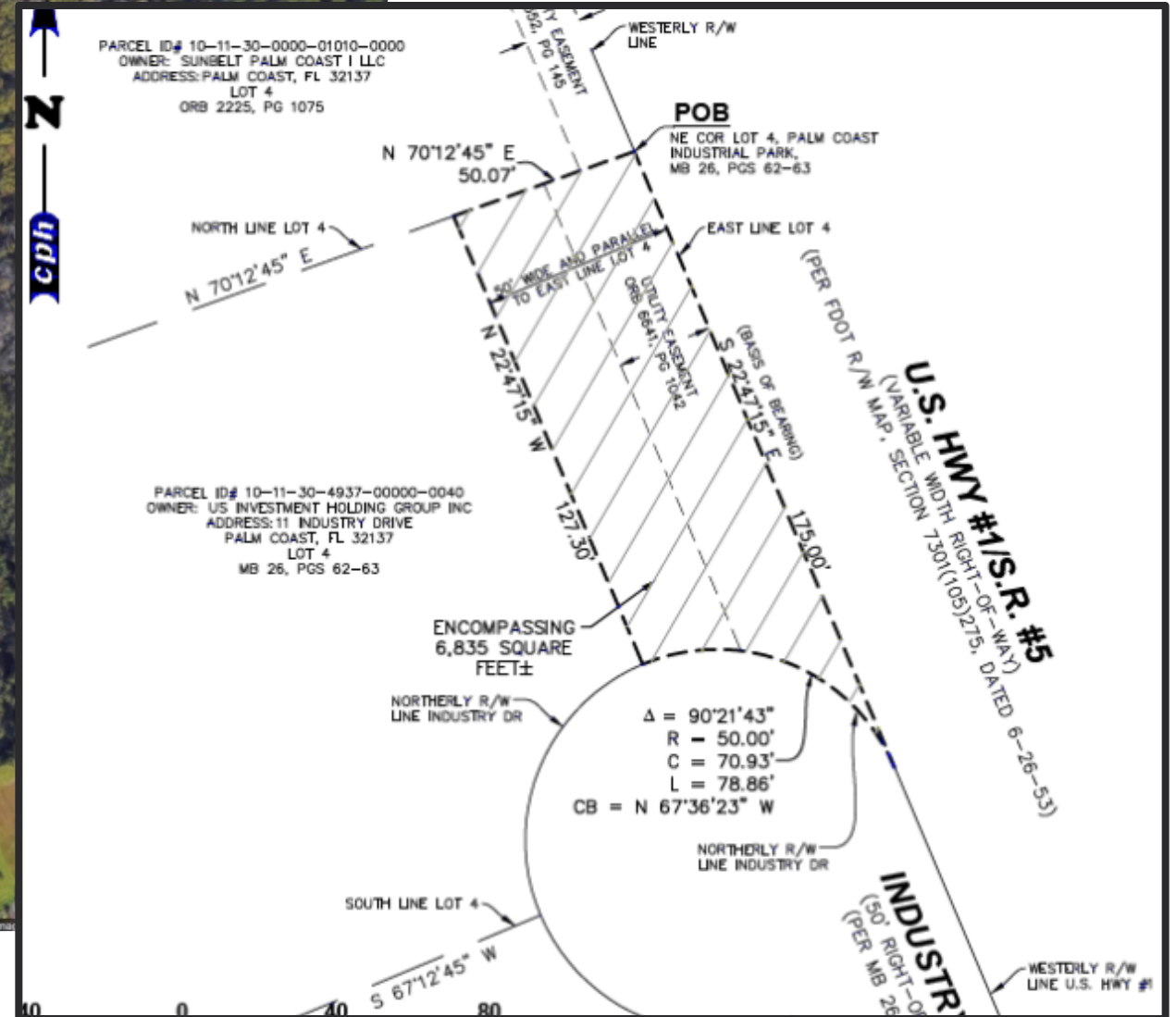
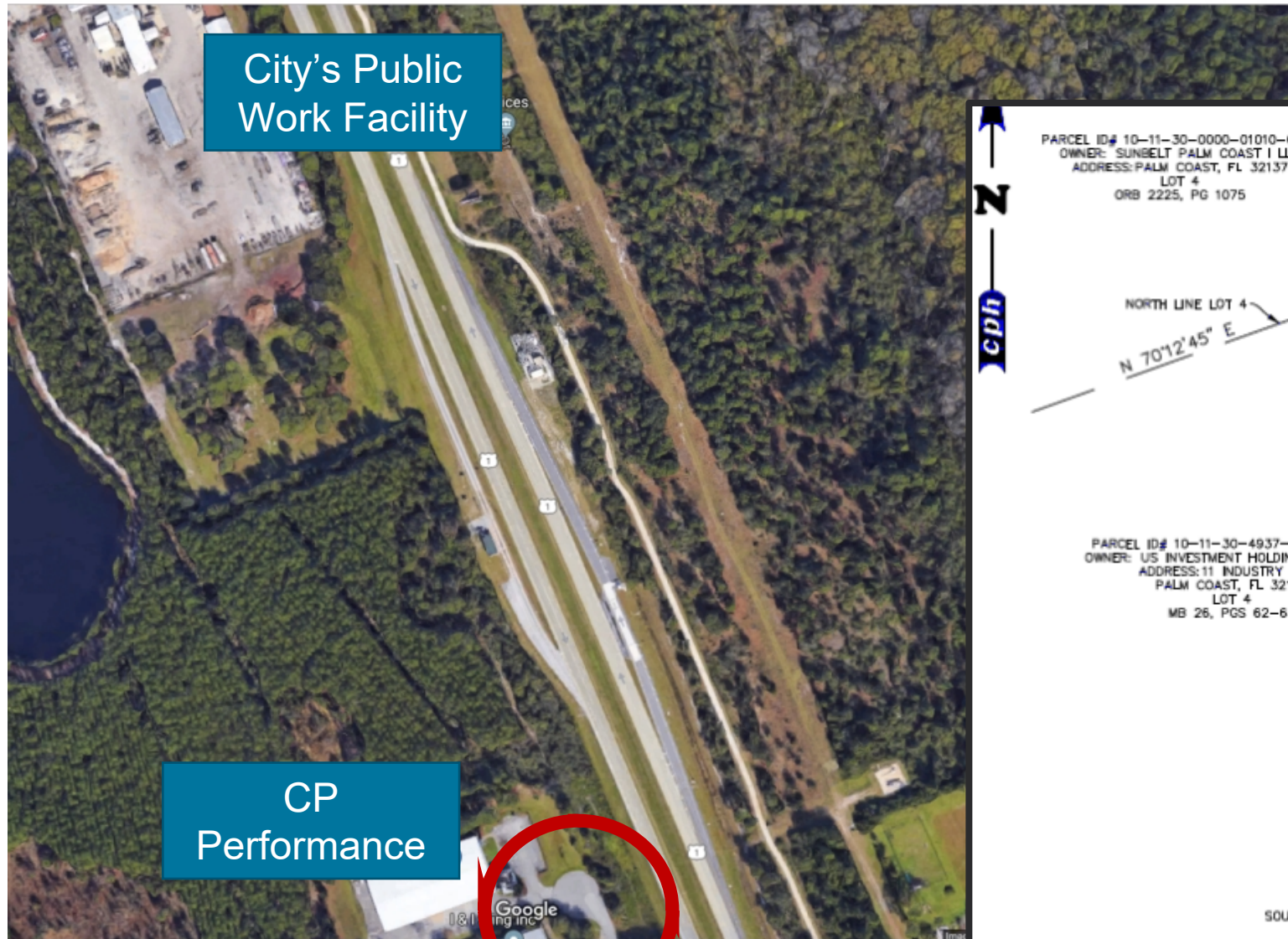




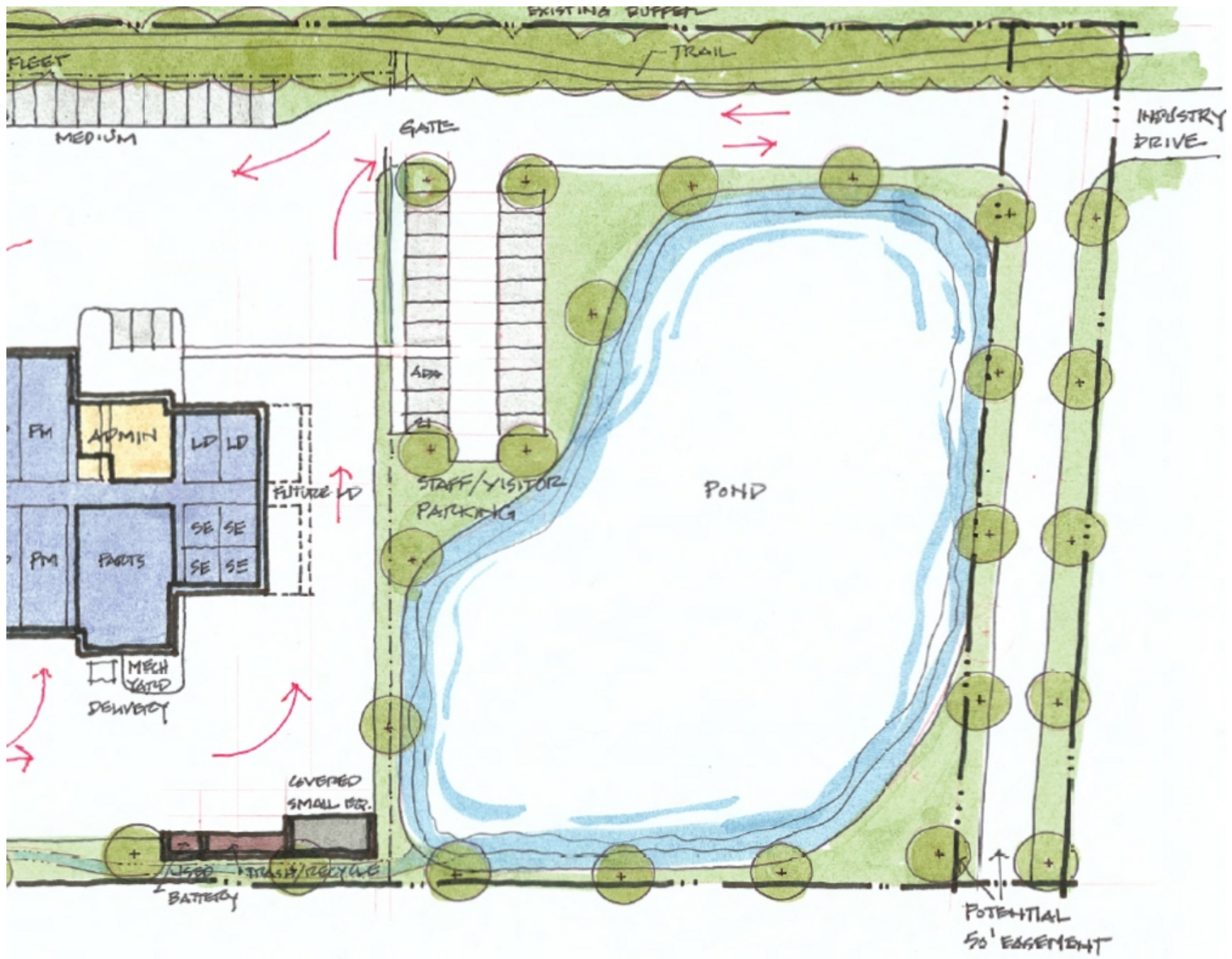
# Other Considerations














# Next Steps

- Final legal review of incentive agreement with CP Performance
- Approve final Economic Development Incentive Agreement with CP Performance





Thank you  
Questions?

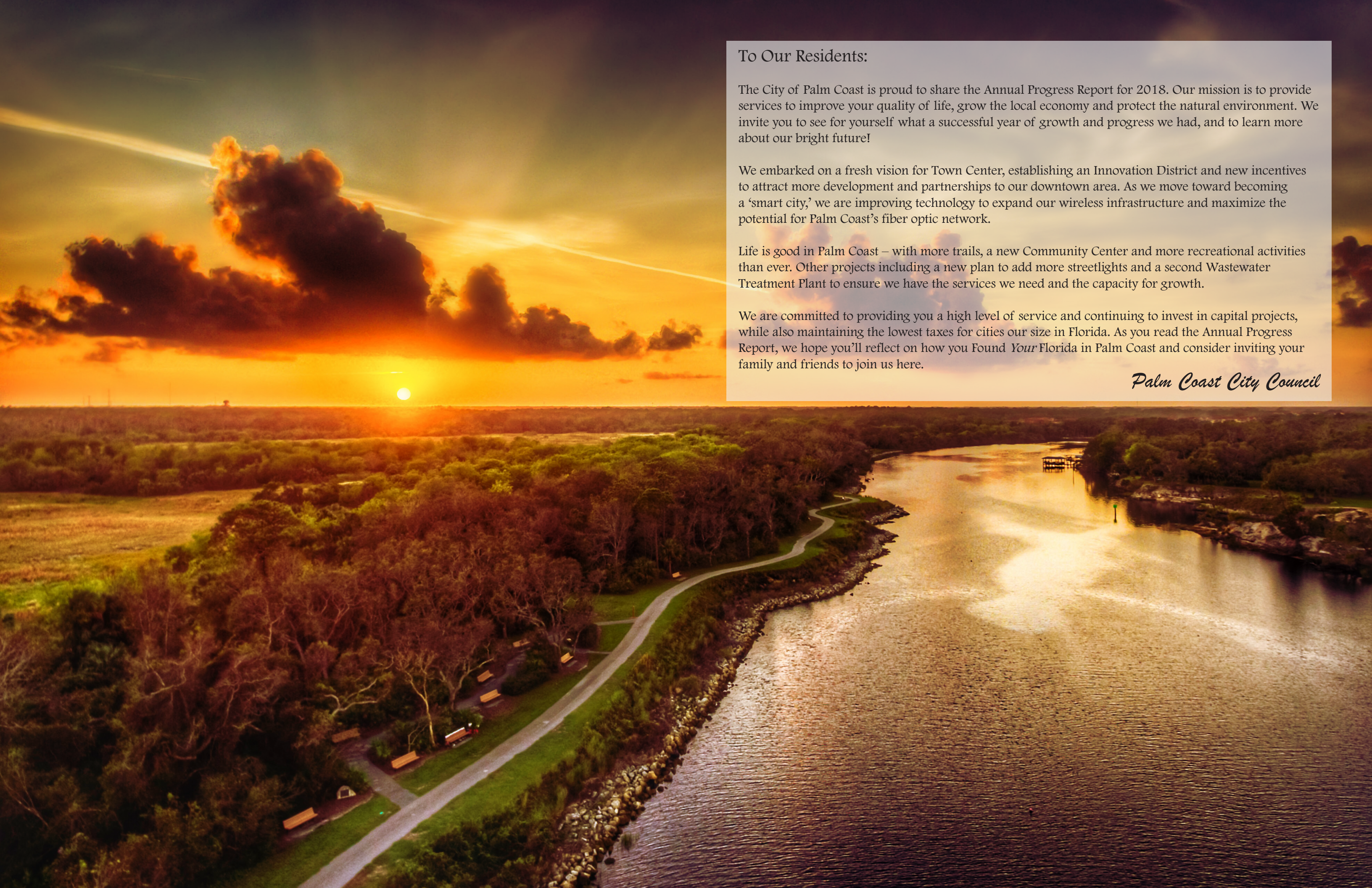


2018

# ANNUAL PROGRESS REPORT

city of  
*PALM COAST*





## To Our Residents:

The City of Palm Coast is proud to share the Annual Progress Report for 2018. Our mission is to provide services to improve your quality of life, grow the local economy and protect the natural environment. We invite you to see for yourself what a successful year of growth and progress we had, and to learn more about our bright future!

We embarked on a fresh vision for Town Center, establishing an Innovation District and new incentives to attract more development and partnerships to our downtown area. As we move toward becoming a ‘smart city,’ we are improving technology to expand our wireless infrastructure and maximize the potential for Palm Coast’s fiber optic network.

Life is good in Palm Coast – with more trails, a new Community Center and more recreational activities than ever. Other projects including a new plan to add more streetlights and a second Wastewater Treatment Plant to ensure we have the services we need and the capacity for growth.

We are committed to providing you a high level of service and continuing to invest in capital projects, while also maintaining the lowest taxes for cities our size in Florida. As you read the Annual Progress Report, we hope you’ll reflect on how you Found *Your* Florida in Palm Coast and consider inviting your family and friends to join us here.

*Palm Coast City Council*



# FUTURE IN FOCUS

To ensure the steadfast pursuit of the City's vision, six goals with objectives and strategies to guide staff with implementing Council's direction.

---



**Goal 1**  
Expansion



**Goal 2**  
Economic



**Goal 3**  
Finance



**Goal 4**  
Environmental



**Goal 5**  
Quality of Life



**Goal 6**  
Workforce  
Talent

## Our Vision:

A multigenerational community recognized as one of Florida's premier cities that values...

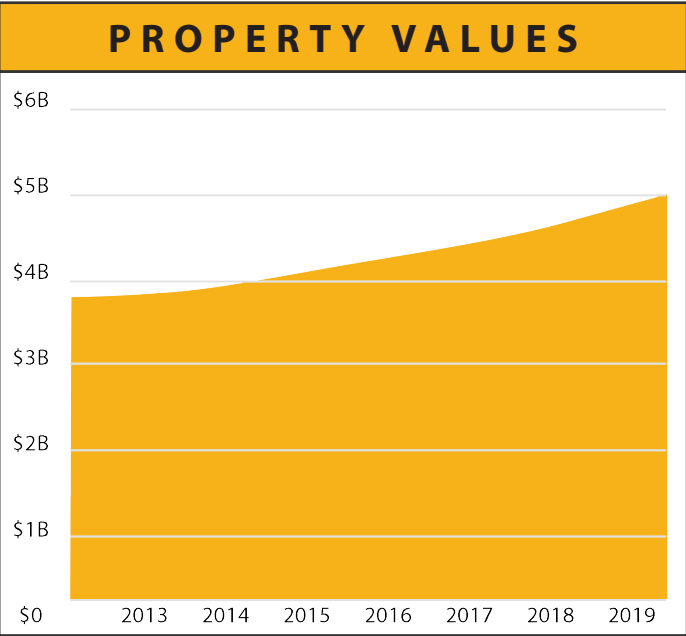
- Building a diverse, sustainable economic base to support innovation while providing necessary infrastructure and services
- Providing exceptional amenities and standards that support a high quality lifestyle
- Protecting the environment and beauty of Palm Coast while conserving natural resources



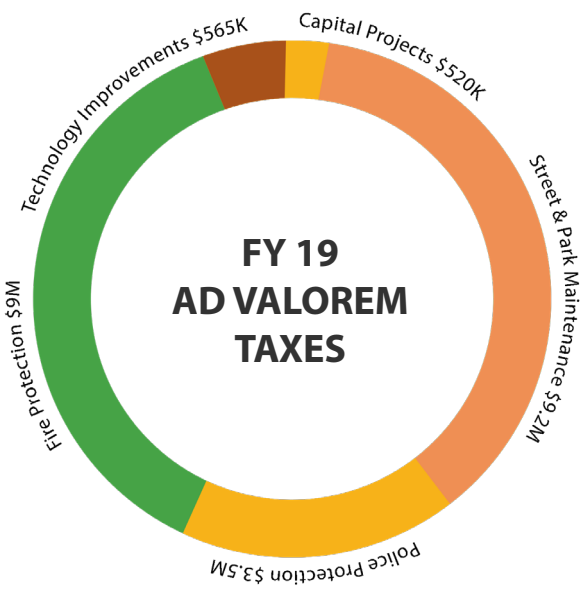
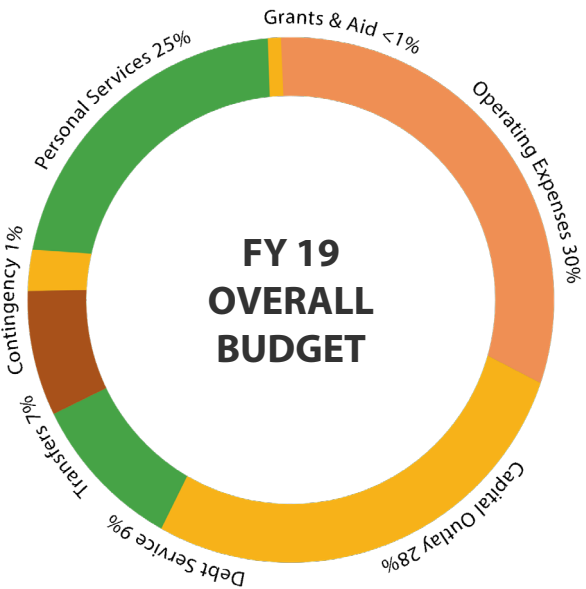


# FINANCIALS

Long-term planning and revenue diversification are the pillars of financial excellence and resiliency. The City remains committed to fiscal responsibility in delivering value-added services to residents and businesses.



BUDGET BY FUND TYPE	
FUND	FY 19
Total General Fund	\$37,424,362
Total Special Revenue Funds	20,054,367
Utility Fund	42,395,540
Utility Capital Projects Fund	25,862,557
Solid Waste Fund	8,450,296
Stormwater Fund	12,884,605
Building Permits Fund	2,333,000
IT Enterprise Fund	512,757
Total Enterprise Funds	\$92,438,755
Total Internal Service Funds	\$17,787,336
Subtotal Budget All Funds	\$167,704,820
Less Interfund Transfers	23,931,321
TOTAL	\$143,773,499



# CITY INFORMATION



Mayor – Milissa Holland  
[mholland@palmcoastgov.com](mailto:mholland@palmcoastgov.com)

Council Member, District 1 – Robert Cuff  
[rcuff@palmcoastgov.com](mailto:rcuff@palmcoastgov.com)

Council Member, District 2 – Jack Howell  
[jhowell@palmcoastgov.com](mailto:jhowell@palmcoastgov.com)

Council Member, District 3 – Nick Klufas  
[nklufas@palmcoastgov.com](mailto:nklufas@palmcoastgov.com)

Council Member, District 4 – Eddie Branquinho  
[ebranquinho@palmcoastgov.com](mailto:ebranquinho@palmcoastgov.com)

## Palm Coast City Council

(pictured from left)

Jack Howell, Council Member District 2; Nick Klufas, Council Member District 3;

Milissa Holland, Mayor; Eddie Branquinho, Council Member District 4; Robert Cuff, Council Member District 1

## APPOINTED OFFICIALS

Interim City Manager -- Beau Falgout

City Attorney -- William E. Reischmann, Jr.

City Clerk -- Virginia Smith

Finance Director -- Helena Alves

Information Technology Director -- Chuck Burkhart

Fire Chief -- Gerard Forte

Utility Director -- Richard H. Adams

Recreation & Parks Director -- Alex Boyer

Public Works Director -- Nestor Abreu

Community Development Director -- Stephen Flanagan

Human Resources Director -- Wendy Cullen

## CONTACT INFORMATION

Customer Service (386) 986-2360

City Manager's Office (386) 986-3702

Parks & Recreation (386) 986-2323

Building & Permits (386) 986-3780

Business Assistance Center (386) 986-2499

Planning/Zoning (386) 986-3736

Fire (386) 986-2300

Animal Control (386) 986-2520

Urban Forestry (386) 986-3758



## INNOVATION, BUSINESS & TECHNOLOGY

We're accelerating innovation that is driven by data and technology to benefit businesses and the overall community.



As one of Florida's newest cities and fastest growing in the late 2000s, our City incurred a heavy blow at the heart of the Recession. Unemployment became high, home ownership and business growth went down, and development for the anticipated Town Center stopped; yet, flash forward into 2018, the City has poised itself to becoming an innovative hub and world-class destination for inclusive growth. Home to almost 90,000 residents today and over 3,500 businesses, Palm Coast charted a new course this year at an accelerated rate.

From expanding municipal fiber, attracting new investments through an Opportunity Zone designation, launching an Innovation District and kick-starting a development incentive program are just a few of the major milestones the City reached this past year. And you know what the best part is? In less than a year of implementing all of these projects, the response of new businesses, developments and lifestyle opportunities for our community just keep rolling in. So with that, we are actively writing the next chapter for Palm Coast and proud to share 2018's highlights.



# SPARKING INNOVATION

Palm Coast hires its first 'Head of Innovation & Economic Growth' and establishes an Innovation Team

Town Center receives an Opportunity Zone federal designation to help incentivize private investment in the area

City Council approves the first-ever incentive program for residential and commercial developments called the 'Innovation Kick Start Program'

A Drone Program is launched to increase safety, expand public services, reduce costs and utilize communication technology solutions

Palm Coast deploys an advance automatic metering system to allow remote readings on our 43,500 miles of waterway systems and empower citizens on water use

Several Palm Coast parks receive solar shades and trees as part of FPL's SolarNow Program

The streets go bright with newly installed LED lights

The heart of Town Center gets designated as an 'Innovation District' to cast City Council's vibrant and thriving vision of tomorrow

Palm Coast announces the first project in the Innovation Kick Start Program, The Palms at Town Center, which will provide 88 new homes for families in 2019

The City partners with local tech company, Coastal Cloud, to begin building a world-class interactive citizen portal coming in 2019

Magellan Advisors assists in creating a municipal broadband network business plan for FiberNet

In creating a legacy, the City works along 14 college students during our internship program

To continue to expedite development in Palm Coast, real-time electronic development submissions are now available

Palm Coast installs 217 solar panels powering the grid with 60 kW of clean energy and provides 26 vehicles with shade at the Community Center

## FIBERNET

- FiberNet is Palm Coast's only all-fiber optic network, and it is owned by the City
- FiberNet delivers 60 miles of conduit and 54 miles of high count fiber cable that serves businesses, City facilities and Flagler County School District Facilities.
- Palm Coast is 1 of 150+ communities in the U.S. that have publicly-owned networks that offers at least 1 gigabit services
- Today, FiberNet has over 120 connections
- The City is currently exploring a P3 (public private partnership) to further FiberNet's business model
- FiberNet generates about \$631,151 per year and has saved over \$3 million since 2008

# 228%

more dollars were invested through Business Assistance Center clients

# \$48,424

were given in economic incentives to local businesses who have invested millions in return

# \$8.1M

was received from tax revenues from residents and visitors alike through shopping local

# 194

clients were assisted by the Business Assistance Center in 2018



## BUSINESS ASSISTANCE CENTER

- The Business Assistance Center (BAC) at the City offers free business assistance services to small businesses at no cost
- BAC clients invested over \$1.75 million back into the economy this year alone
- 52% more business licenses were processed this year than in 2017
- The City welcomed new businesses Moonrise Brewery, Chipotle and IHOP to the community
- Gioia Sails, a boat upholstery manufacturing plant, opened a 30,000 sq.ft. facility in Palm Coast
- Florida Hospital Flagler (now AdventHealth) announced a \$25 million project in Palm Coast for a 12-bed freestanding emergency department coming to northern Palm Coast





# CITY SERVICES

**The City is committed to delivering high-quality services that give us a safe, functional community and allow for growth.**

Providing high-quality services to our residents is our No. 1 job! With the rapid growth Palm Coast has experienced, the City strives to continually plan for the need for additional services such as an adequate supply of drinking water, road projects, street lights, drainage improvements, law enforcement and fire protection. The City Council updates the Capital Improvement Plan (CIP) annually to provide a safe, functional community and allow for growth.

Big projects completed in 2018 include the opening of a second Wastewater Treatment Plant that adds capacity for our sewer system, adoption of a new street-lighting program for major roadways, implementation of new Flood Insurance Rate Maps for flood zones, transportation safety improvements and the launch of LiDAR, a high-resolution surveying and mapping technology, for assistance with drainage improvements and development.

And there's so much more planned in the coming year and beyond! Everything is designed to make our lives better and set the stage for positive growth and development.



# UTILITIES

The City's original Wastewater Treatment Plant on Utility Drive was built in the early 1970s. Its capacity was expanded over the years, to 6.83 million gallons/day, but it has nearly maxed out.

In 2018, Water Treatment Plant 2 opened off U.S. 1 in northwestern Palm Coast – adding 2 million gallons per day of additional sewer treatment capacity, which is needed for future growth. The new plant produces a highly treated effluent used for irrigation and groundwater recharge, and a reclaimed water main was installed for that purpose. In addition, a Master Pump Station was added in the Matanzas Woods area to support the wastewater system.

The City purchased the Mosquito Control District's former property on Utility Drive to provide office/training space and storage for the Utility Department.

A rate increase for water and wastewater (sewer) was implemented Oct. 1, 2018, to cover increased operating costs and infrastructure improvements.

The Utility took the first steps toward fixed-base meter reading. Installation of the infrastructure will begin in FY2019 and once complete, meters will be read remotely and a portal will be provided to allow customers to read and analyze their own water use data.



## 32%

FY2018 was a very wet year, starting with Hurricane Irma – resulting in a 32-percent increase in wastewater flows. To reduce overflows caused by heavy rains, the City upgraded several pump stations and installed larger pipes in some areas.

## 3.7%

Total water produced was down 3.7 percent – because demand for irrigation decreased during rainy weather.

## 910

Growth in customers continued to climb with the installation of 910 new water meters, a 20-percent increase over FY2017, and 228 new PEP tanks, 23 percent more than the previous year.



# PUBLIC SAFETY



The City contracts with the Flagler County Sheriff's Office for law enforcement services.

Following an increase in serious traffic accidents including fatalities, the City Council funded five additional deputies for road patrol in 2018.

Flagler County Sheriff Rick Staly implemented three distinct and unique policing districts – the beaches, Palm Coast and western Flagler County – to ensure deputies are familiar with the communities they serve.

New in early 2019, the FCSO is adding License Plate Readers in Palm Coast to assist deputies in searching for a dangerous criminal, a missing person, or a stolen vehicle. LPRs notify the dispatch center and deputies in the field the moment an identified wanted license plate is read and pin-point a geo-location so that deputies can immediately respond.



The Palm Coast Fire Department responded to 10,014 total calls in FY2018. Of those, 772 were fire calls; 6,808 were medical; 698 were motor vehicle crashes; and 1,736 were general.

Four volunteer firefighters became full-time career firefighters through the department's innovative Internship Program. Volunteer interns receive training while they achieve fire certifications with the goal of a career in the Palm Coast Fire Department.

Public education and community outreach are high priorities. This year, 7,000 students were taught fire safety. Car seat technicians are available at all five fire stations to assist with the installation of car seats.

Students in Flagler Palm Coast High School's Fire Academy continue to participate in the department's Ride Along Program.



**Longtime Fire Chief Mike Beadle retired and Deputy Chief Jerry Forte was sworn in as the City's fire chief at a Transfer of Command ceremony in September. The department announced a new Deputy Chief, Bradd Clark, in December.**







## OLD KINGS ROAD PD&E STUDY

OLD KINGS ROAD SEGMENT 1  
FROM PALM COAST PARKWAY  
TO FLREST GROVE DRIVE



PREFERRED ALTERNATIVE  
TYPICAL SECTION  
OLD KINGS ROAD SEGMENT 1

# TRANSPORTATION

**Palm Coast's No. 1 transportation improvement project is the four-laning of Old Kings Road North. The 3.6-mile stretch to be widened is from just south of Palm Coast Parkway northward to Forest Grove Drive.**

**The City's is finalizing right-of-way acquisition and project design in preparation for construction. The Florida Department of Transportation anticipates funding the first phase of construction in FY2020.**

Twelve projects were identified in a transportation corridor study to improve traffic flow and safety on Belle Terre Parkway and Belle Terre Boulevard, the those projects are in the design phase. Improvements to the intersection of Belle Terre and State Road 100 were completed.

Second-phase improvements to the City's traffic signal optimization program were completed, and a third phase is underway to include providing access to traffic signal video to the Flagler County Sheriff's Office.

A comprehensive Pavement Management System action plan was approved, with priority projects added to the City's 5-Year Capital Improvement Plan.

Intersection improvements at State Road 100 and Seminole Woods Boulevard were started, to include addition of a turn lane on Seminole Woods.

**city of PALM COAST**

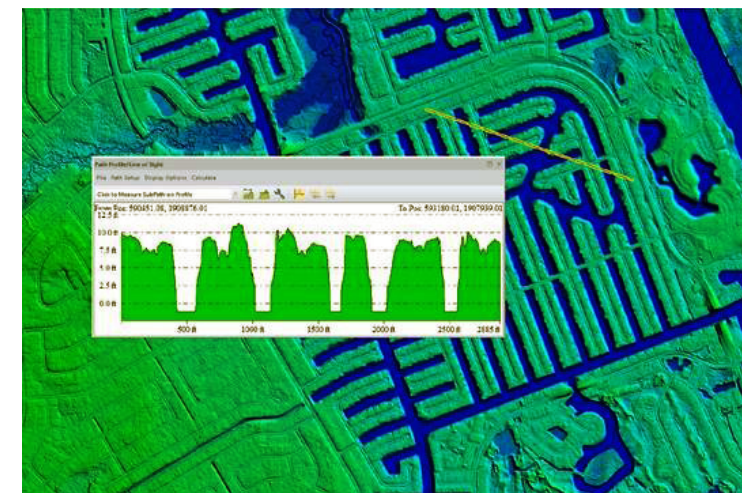
### Preparing for High Waters is more than a Fashion Statement!

The City of Palm Coast is continually preparing for flood events – are you?

- Find out where your property is located with respect to FEMA Flood Insurance Rate Maps – the City can help you with this information!
- Contact your insurance agent to learn more about specific policies that might protect properties from damage costs due to flooding.
- Come to our Flood Friday event - 9 am to 4 pm Friday, April 20, at City Hall, 160 Lake Avenue, Palm Coast.

[www.palmcoastgov.com/flood-prep](http://www.palmcoastgov.com/flood-prep)

**Flood Safety Awareness Week April 15 - 21**



## FIRM

FEMA updated its Flood Insurance Rate Maps, with the new FIRMs taking effect June 6, 2018. Many properties in Palm Coast were affected. For those owners now mandated to purchase flood insurance, most were notified by their insurance companies. City staff saw an increase in requests for flood zone determinations.

## LiDAR

The City collaborated with St. Johns River Water Management District to bring Light Detection & Ranging (LiDAR) technology to Palm Coast in 2018. LiDAR is a high-resolution surveying and mapping technology. It is already being used by the City for floodplain management and for modeling to plan stormwater projects and also is available to engineers and surveying professionals working on private development.





## Stormwater Drainage Master Plan

The City's stormwater drainage system was built by ITT in the 1970s and '80s, when the population was one tenth of its current size. After years of growth, an aging infrastructure and two hurricanes that put a spotlight on drainage issues, the City Council in 2018 approved an enhanced, comprehensive stormwater management plan to improve drainage system-wide.

A Master Plan is under way to look at the swales, ditches, canals, water control structures, pipes, and drainage basins and how they work together to protect homes and businesses from flooding. New solutions will focus on ditches and freshwater canals – because restoring them will help swales work better. Already, a more aggressive ditch maintenance program has started, and immediate priorities will address localized drainage issues in the W, E, F and R sections.

Projected costs will be provided during the Master Plan process, and computer modeling will help identify the most cost-effective options. The enhanced stormwater management program is being funded by revenues from the stormwater fee, which was increased Oct. 1, 2018.



## Improving Stormwater Drainage

2018 was a big year for reconstructing water control structures (aka weirs) that control water levels in the freshwater canals. Projects included the W-1 Weir across from Buddy Taylor Middle School on Belle Terre Parkway and the L-1 and K-1 Weirs off Sesame Boulevard in southern Palm Coast.

Through the City's bridge maintenance program, the rehabilitation of the Colorado Bridge over College Waterway was completed in early 2018.

The Public Works Department completed a major ditch enhancement project on a tributary between Ramblewood Drive and Rymfire Drive to improve drainage in the R Section.





# QUALITY OF LIFE

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Every day, someone falls in love with Palm Coast. Our City boasts amazing parks and trails, programs galore for all ages, and events that make memories for life.



# The New Heart of Everything

The spirit of our City is stronger than ever with the newly renovated Palm Coast Community Center. The contemporary coastal design welcomes visitors into a facility that has tripled its original size. Features inside the structure include an extraordinary 5,000 sq. ft. room with attached catering kitchen. A rubberized floor covers another room, perfect for fitness and active programs.



## Be Local Buy Local Build Palm Coast

Sales tax funded most of the \$8 million community center. Local spending dollars go into a dedicated reserve that contributes to projects like the Community Center.

Since March 2018,  
recreation programs  
have more than **doubled**.

223  
Programs

1,314  
Activities

822  
Reservations

1,337  
Summer Camp Kids

[parksandrec.fun](http://parksandrec.fun)



# Trail Network

With the addition of the Seminole Woods Path and Lakeview Path segments, the City continues to expand its trail network to ensure safe connections to numerous destinations. The additions traverse Palm Coast’s most delicate scenery, promising an exhilarating experience for walkers and bicycle riders on a delightful exploration of numerous amenities.

130mi  
2019 City-wide Trail Network

## Seminole Woods Path

With a goal of safely connecting neighborhoods to parks, schools, shopping, and Town Center, the Seminole Woods Pathway project in its entirety is almost complete with the construction of the last 1.7-mile Sesame Boulevard segment underway along with the Citation Boulevard design and construction in the near future.

6.1mi  
Completed: Aug. 2018



## Lakeview Path

The Lakeview Path project is a critical addition to the overall network. It now connects the Matanzas Woods neighborhood to existing trails along Matanzas Woods Boulevard, U.S. 1, Belle Terre Boulevard, and beyond. The path addition will also bring the installation of 42 street lights.

1mi  
Completed: Nov. 2018

# Saving Energy in City Facilities

In 2014, we conducted a performance audit of all City facilities to target opportunities to enhance conservation strategies by reducing energy and water consumption. Through the analysis, LED retrofits were determined to be the quickest return of investment while recognizing that our facilities are very efficient. To date, LED has been incorporated into City Hall, Community Center, Utility Administration Building, all Fire Stations and each of the Water and Wastewater Treatment Plants.

## Street Lighting LED Conversion

The final phase of the conversion has been completed by FPL. Staff is working on verifying the final conversions and updating the City’s GIS inventory.

2,700  
Lights

---

100%  
Completed

## Streetlight Master Plan

Through City Council’s adopted priorities, the Master Plan focuses on the installation of continuous streetlights along City thoroughfares. As directed by City Council, Belle Terre Parkway and Lakeview Boulevard are the highest priority areas.





## ICWW Cleanup

# 267

Volunteers

# > 1 Ton

Trash Collected



## Children Helping in Resource Protection

# 1,173

Students

CHIRP provides free, hands-on, conservation-focused field trips. The City partners with state and local agencies with the mission of providing fun, interactive learning experiences that inspire students' ambitions, curiosity and passion for the environment. Over the last six years, 5536 Flagler schoolchildren have participated in the program with a large portion happening in 2018.



## Powering Our Future



Palm Coast is a leader in energy and natural resource preservation, evidenced by our multiple Green awards and our deeds that are rooted in nature. Partnering with FPL to support the SolarNow program was our perfect outcome. Adding FPL solar canopies and trees at our popular locations indicates how committed we are in the use of clean solar energy in Palm Coast.

Take a ride across the City to appreciate our newest venture. Clean, renewable energy is being generated through a 217 solar paneled canopy providing shade for 26 vehicles at the Community Center. A second solar canopy is also located in Holland Park which is pictured above. A stop in Central park reveals three solar trees that were "planted" along the walkway. The trees have USB and power outlet connections that can be used by park visitors to charge mobile devices.

## Arbor Day

# 400

Trees Given Out

# 1.5 Tons

Paper Shredded





# SPECIAL EVENTS

## WINTER

STARLIGHT EVENT & PARADE  
CHRISTMAS TREE RECYCLING  
PALM COAST MEN'S 25K: A USTA M25 EVENT  
BIRDS OF A FEATHER FEST

## SPRING

EGG'S TRAVAGANZA  
TEEN FLASHLIGHT EGG HUNT  
ARBOR DAY CELEBRATION  
MEMORIAL DAY CEREMONY

## SUMMER

FIREWORKS IN THE PARK  
INDEPENDENCE DAY  
INTRACOASTAL WATERWAY CLEANUP  
SENIOR GAMES

## FALL

PINK ARMY 5K & FEET TO FEAST 5K  
HALL OF TERROR  
VETERANS DAY CEREMONY  
CHRISTMAS TREE LIGHTING EVENT



We strive to make Palm Coast a great place to live, visit, and play! The fun lasts all year long with the Birds of a Feather Fest in February to the Starlight Parade in December and 44 other City-sponsored events in between. The diversity of events bring numerous opportunities to make memories through some friendly competition, an exciting parade with family and friends, community rooted initiatives, holiday get-togethers, festivals, and so much more.



The celebration of Independence Day is a true Palm Coast Showcase Event! Starting with a wonderful American Picnic with family and friends in Central Park and closing with a breath-taking fireworks display, Town Center is the place to be! With a goal of hosting a true family fun day, the event was full of interactive games, face painting, corn hole, music, dancing, and a cookout with a variety of food vendors and food trucks. While food and drinks are available for purchase, coolers and pop-up tents are also a welcomed element. This celebration is only one of 45 wonderful events hosted by our community. Other stellar events in Town Center to put on your to-do list are Egg'Stravaganza & Teen Flashlight Egg Hunt, Arbor Day Celebration, and Starlight Event & Parade.





**CITY OF PALM COAST**  
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