



City of Palm Coast Agenda COUNCIL WORKSHOP

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

Tuesday, April 30, 2019

9:00 AM

CITY HALL

City Staff

Matthew Morton, 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.
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- > 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 OF YEAR TO DATE BUDGET TO ACTUAL RESULTS FOR FISCAL YEAR 2019**
- 2 RESOLUTION 2019-XX APPROVING THE PURCHASE OF MATERIALS, EQUIPMENT, DESIGN & CONSTRUCTION SERVICES AND RELATED EXPENSES FOR IMPROVEMENTS AT CITY FACILITIES 1 WELLFIELD GRADE & 22/24 UTILITY DRIVE**
- 3 PRESENTATION RFS FIBERNET PUBLIC/PRIVATE PARTNERSHIP**

- 4 RESOLUTION 2019-XX AMENDING THE IT ENTERPRISE AND INTERNAL SERVICE FUND BUDGETS FOR FISCAL YEAR 2019
- 5 PRESENTATION OF STREETLIGHT OWNERSHIP ANALYSIS
- 6 ORDINANCE 2019-XX VOLUNTARY ANNEXATION OF 90.7+/- ACRES SOUTH OF STATE ROAD 100, EAST OF BELLE TERRE BLVD. AND WEST OF SEMINOLE WOODS BLVD. FOR PROPERTY OWNED BY JTL GRAND LANDINGS DEVELOPMENT, LLC

F WRITTEN ITEMS

- 7 RESOLUTION 2019-XX APPROVING AN AGREEMENT FOR CONSENT TO VOLUNTARY ANNEXATION OF 90+/- ACRES OWNED BY JTL GRAND LANDINGS DEVELOPMENT, LLC
- 8 RESOLUTION 2019 XX APPROVING A RIGHT-OF-ROW AQUISITION/LAND DONATION TO FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE MATANZAS WOODS PARKWAY/US1 ROUNDABOUT
- 9 RESOLUTION 2019-XX APPROVING A WORK ORDER WITH CONNECT CONSULTING FOR THE REPLACEMENT OF SW-32
- 10 RESOLUTION 2019-XX APPROVING MASTER SERVICES AGREEMENTS FOR EMERGENCY CONSTRUCTION SERVICES

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

K ADJOURNMENT

- 11 CALENDAR/WORKSHEET
- 12 ATTACHMENTS TO MINUTES

City of Palm Coast, Florida Agenda Item

Agenda Date :

Department	FINANCE	Amount
Item Key	6318	Account
		#
Subject	PRESENTATION OF YEAR TO DATE BUDGET TO ACTUAL RESULTS FOR FISCAL YEAR 2019	
Background :	Finance staff will present year to date budget to actual results for fiscal year 2019.	
Recommended Action :	For presentation purposes only	

City of Palm Coast, Florida

Agenda Item

Agenda Date: 4/30/2019

Department	Stormwater & Engineering	Amount	\$975,000.00 (not to exceed)
Item Key		Account	43000099-063000-59003
Subject	RESOLUTION 2019-XX APPROVING THE PURCHASE OF MATERIALS, EQUIPMENT, DESIGN & CONSTRUCTION SERVICES AND RELATED EXPENSES FOR IMPROVEMENTS AT CITY FACILITIES 1 WELLFIELD GRADE & 22/24 UTILITY DRIVE		
Background :	<p>The existing Public Works Facility was turned over to the City, by Flagler County in 1999. During the past 18 years, the City has operated in this facility making minor improvements to address immediate needs and deficiencies. Currently, this facility lacks sufficient storage and maintenance capabilities that need to be addressed in a safe and efficient manner to meet the growing needs of the City of Palm Coast. Some of the current deficiencies include: inadequate parking and material storage areas, aging buildings with structural deficiencies, and inadequate fleet mechanics' bays that do not provide adequate space for the servicing of much of the City's larger work trucks, heavy equipment, and fire apparatus.</p> <p>The existing Public Works facility does not meet current operational needs and is deficient in safety, technology, capacity, traffic flow, and workflow. In order to continue providing a high level of service to our residents and address current and future needs of the community, a new Public Works facility is needed. The work performed by our Public Works crews impacts every resident, visitor, and employee of the City. An appropriate facility is the core need for staff to be able to function with maximum productivity. City Council conducted a site visit to the current Public Works facility in 2016. Council determined that the current facility underserves the needs of Public Works, and approved a "needs analysis" to be conducted.</p> <p>Public Works mainly operates from the approximate 10 acre parcel along US-1. In an effort to continue providing services in a safe and efficient manner to the residents of Palm Coast, the City had a Master Plan Study completed. The Facilities Master Plan included an analysis of current and projected needs based on the anticipated future demands of a growing community. Anticipating and addressing future, as well as current, community demands is part of the strategy to ensure that the expected levels of service necessary to properly maintain the City facility and public assets; such as parks, community centers, rights-of-ways, City fleet and equipment, and to ensure response to emergency/disaster situations will continue to be met in the future and occur without additional risk to employees. The Facilities Master Plan helps ensure that such improvements can be implemented in a fiscally responsible manner. The "needs analysis" was prepared and presented to Council in FY16.</p> <p>The Master Plan Study was presented to City Council in FY17. During the completion of the Public Works Facilities Master Plan, various alternatives were developed for the expansion of the facility. The alternative to expand the facility on contiguous lands on the southern boundary provided the most flexibility for future expansion and the option recommended and selected by City Council. After discussion with the adjacent property owner, Palm Coast Land, LLC, a land exchange agreement was crafted 50 exchange 5 acres of City-owned property for approximately 6 acres of property owned by Palm Coast Land, LLC. City Council approved of this property exchange and the closing of this land swap has occurred.</p>		

On October 9, 2018 and October 16, 2018, City funding options were presented to City Council utilizing new revenue sources. City Council tabled the item relating to implementing Ordinances to fund the Public Works project and requested city staff investigate phasing the public works facility project and look into alternative funding sources. In December, City Council requested an update on the public works facility options and requested staff investigate any temporary measures to improve working conditions for Public Works employees. On January 29, 2019, City staff presented a project phasing and funding update using existing and new revenue sources. City Council direction staff to review funding options to expedite the project. On March 26, 2019, during the 10-Year CIP annual update, staff identified the ability to expedite the project by utilizing enterprise funds (Utility, Building, and Stormwater) to fund their share of the project.

This item is to present an update of the phasing plan and to obtain approval in the not-to-exceed amount of \$975,000.00 for expenses related to the current proposed city facility improvements (immediate needs) associated with the Public Works & Stormwater Facilities at 1 Wellfield Grade and 22/24 Utility Drive. City staff is continuing to look for opportunities to further advance the next phases of the Public Works Facility Masterplan and will provide an update during the 5 Year CIP presentation as part of the upcoming budget process.

SOURCE OF FUNDS WORKSHEET FY 2019

Capital Projects Fund- 43000099-063000-59003	\$975,000.00
Total Expenses/Encumbered to date	\$
Pending Work Orders/Contracts	\$
Current Contract	<u>\$975,000.00</u>
Balance	\$ 0.00

Recommended Action :

Adopt Resolution 2019-XX approving the purchase of materials, equipment, design & construction services and related expenses for improvements at City Facilities, 1 Wellfield Grade & 22/24 Utility Drive.

RESOLUTION 2019-____
PURCHASE OF MATERIALS, EQUIPMENT, DESIGN & CONSTRUCTION SERVICES AND RELATED EXPENSES FOR PHASING IMPROVEMENTS AT CITY FACILITIES-1 WELLFIELD GRADE & 22/24 UTILITY DRIVE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AUTHORIZING THE PURCHASE OF MATERIALS, EQUIPMENT, DESIGN & CONSTRUCTION SERVICES AND RELATED EXPENSES IN AN AMOUNT NOT-TO-EXCEED \$975,000.00 FOR CITY FACILITY IMPROVEMENTS AT 1 WELLFIELD GRADE & 22/24 UTILITY DRIVE; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE NECESSARY DOCUMENTS; ENTER INTO AGREEMENTS WITH VENDORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast desires to purchase materials, equipment, and related expense to make construction improvements at 1 Wellfield Grade and 22/24 Utility Drive utilizing in-house staff and vendors, in an amount not-to-exceed \$975,000.00; and

WHEREAS, the City of Palm Coast desires to enter into agreements with various vendors; and

WHEREAS, the City Council of the City of Palm Coast desires to approve the expenses and improvements referred to above.

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

SECTION 1. APPROVAL OF PURCHASES & CONTRACTS. The City Council of the City of Palm Coast hereby approves purchasing materials and associated expenses as well as contracts with vendors for improvements at 1 Wellfield Grade and 22/24 Utility Drive, in an amount not-to-exceed \$975,000.00.

SECTION 2. AUTHORIZATION TO NEGOTIATE AND EXECUTE CONTRACTS/PURCHASE AGREEMENTS. The City Manager, or designee, is hereby authorized to negotiate any related contracts and purchase agreements relating to the phasing improvements for 1 Wellfield Grade and 22/24 Utility Drive as stated above.

SECTION 3. SEVERABILITY. If any section or portion 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 7th day of May 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

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

City of Palm Coast, Florida Agenda Item

Agenda Date : 4/30/2019

Department	INFORMATION TECHNOLOGY	Amount
Item Key	6334	Account
Subject PRESENTATION OF RFS FIBERNET PUBLIC/PRIVATE PARTNERSHIP		
Background : In order to further City Council's adopted Strategic Action Plan, the City engaged Magellan Advisors to update the City's Fiber Optic Business Plan in October 2018. As recommended in the updated Fiber Optic Business Plan, the City is looking to expand FiberNet further through a public/private partnership. At City Council's direction, City staff engaged Magellan advisors to develop a Request for Solutions (RFS) for potential private partners. Magellan Advisors has provided the draft RFS for City review prior to release. City staff will present the draft RFS for discussion and direction.		
Recommended Action : For discussion and direction.		



city of
PALM COAST

RFS-IT-19-50

SOLUTIONS MANUAL

Request for Solutions (RFS) for A P3 (Public-Private-Partnership) for use of a City-Owned Fiber-Optic Network

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OVERVIEW

Overview

CITY OF PALM COAST REQUEST FOR SOLUTIONS (RFS)	
TITLE A P3 (PUBLIC-PRIVATE-PARTNERSHIP) FOR USE OF A CITY-OWNED FIBER-OPTIC NETWORK	REFERENCE RFS-IT-19-50
ISSUED Click or tap to enter a date.	DUE Click or tap to enter a date. at 2 p.m.
PURCHASING COORDINATOR KELLY LITTLE-DOWNEY (386) 986-3731 Klittle-downey@palmcoastgov.com	PROJECT MANAGER CHUCK BURKHART (386) 986-4752 CBurkhart@palmcoastgov.com
BRIEF DESCRIPTION This Request for Solutions is issued for the purpose of receiving creative solutions from the private and/or public sectors to bring next-generation, high-speed internet and other advanced Internet Protocol (IP) based services to the businesses and residents of the City.	
OTHER KEY DATES AND MEETINGS Non-Mandatory Pre-Proposal Meeting: Click or tap to enter a date. Question Deadline: Click or tap to enter a date. at 2 p.m. Proposal Deadline: Click or tap to enter a date. at 2 p.m. <i>The above outlines the deadlines applicable to this RFS. City reserves the right to modify or change the scheduled deadlines at its sole discretion and will provide notice to the Proposers of any such change(s).</i>	
DOCUMENT AVAILABILITY, SUBMISSION, OTHER INFORMATION Proposal documents are available through the City's Procurement Portal at (https://palmcoastgov.bonfirehub.com/portal). Proposal submittals shall be received electronically through the City's Procurement Portal by the specified time and date. No other method of submission will be allowed or considered (i.e. Mailed, emailed, or hand delivered).	

ABOUT PALM COAST

About Palm Coast

The City of Palm Coast, the “City,” is the largest city in Flagler County, Florida in population and square miles. The City is located on the Intracoastal Waterway and Interstate 4, between Daytona Beach and Jacksonville. The area of Palm Coast is 96.05 square miles, with 1.09 square miles being water.

According to the 2010 Census, 75,180 people call Palm Coast, FL home. Community Survey (2017) data shows that 23% of individuals in Palm Coast are over the age of 65 and 24% are under 18 years old. In addition, average household and family size in Palm Coast is 2.5 people. Statistics also elude to a generally educated and middle-class population, 21% of residents have a bachelor’s degree or higher and median family income is \$51,208. While a number of the residents live in Palm Coast year-round, many are “snowbirds” or people who spend a great deal of time during the winter months in Florida, to “run to the sun” from areas of the country that are snowy and cold.

Community Survey data shows there are 35,645 housing units in Palm Coast, 83% of which are occupied. The median value of owner-occupied housing units is \$181,400. Almost 50% of the homes were built during the housing boom in the early 2000’s. There are 6,627 businesses in Palm Coast. Retail, professional, science and technical, and healthcare are the three largest industries in Palm Coast. The economy is generally made up of support industries focused on serving the population residing there. The City has several initiatives and a vision for attracting more industry, specifically tech sectors to the city. The City hopes to leverage the FiberNet network, smart city technologies, and a P3 partnership to support the economic development vision of Palm Coast.

The City of Palm Coast also has a tremendous opportunity to solidify its development codes, requiring thorough development conditioning, the construction of underground conduit and telecommunications systems as new greenfield* developments begin buildout. The City has a history of working with its local development partners to plan for and install backbone, feeder/distribution, and drop infrastructure throughout their upcoming multi-use projects. Palm Coast government will take a leadership role in ensuring the proper collaboration between the City’s technology and development partners, to take advantage of these key opportunities going forward.

Between the City’s planned development projects, Town Center, Palm Coast Park, Old Kings Rd South, and Colbert Lane/Roberts Road, over 10,000 new residential subscribers and over 1,100 new business subscribers would enter the market. As these are long-term development plans, the City would have to understand the developer’s absorption schedules to determine actual buildout timelines and premise counts – in short, not all subscribers would be available to take service in Year 1, therefore actual revenue will be more delayed, being realized as development of subscriber units occur.

*Greenfield development refers to property not previously used for residential or commercial purposes, providing a blank canvas for the developer and minimizing redevelopment or demolition costs.

ABOUT FIBERNET

About Fibernet

The City of Palm Coast recognized this need for high-speed connectivity in early 2004, and commissioned the construction of Palm Coast FiberNet, a high-speed fiber-optic backbone that connected all City sites and facilities. As of today, in 2019, FiberNet's assets include over 60 route miles of conduit, and 54 miles of high-count fiber cable. FiberNet includes two facilities for interconnecting with other networks, the City's data center, and high-speed connections to the regional top-tier internet access point in Jacksonville, FL. As of this analysis, FiberNet had a total of 124 connections, most of which are at public facilities, including schools and traffic signal cabinets for future advanced traffic management systems.

Palm Coast FiberNet is saving the City of Palm Coast over \$310,000 per year as of 2018, and it has been doing so for nearly 10 years. Additionally, FiberNet generates excess revenue of more than \$100,000 annually after covering all its costs, including those generated by meeting the City's internal operational requirements. FiberNet currently has a positive net impact on the City of at least \$410,000 annually, based on net income, and internal savings realized. During this time, it has also provided fast, highly reliable, reasonably priced network connections for several local businesses and community anchors. All of this has occurred with essentially no additional investment in expanding or promoting FiberNet.

Today, Palm Coast FiberNet is a solid, digital infrastructure platform built specifically for the Palm Coast municipal enterprise, however, it has so much more to offer the greater community. The core issue Palm Coast hopes to resolve through the P3 partnership is how to leverage this infrastructure to support smart, sustainable growth.

GENERAL REQUIREMENTS

General Requirements

INTRODUCTION - PROJECT OVERVIEW AND OBJECTIVES

The City of Palm Coast releases this RFS with the goal of considering creative solutions from the private and/or public sectors to bring next-generation, high-speed internet and other advanced Internet Protocol (IP) based services to the businesses and residents of the City.

The City of Palm Coast (the “City”) and its constituents view high-speed broadband and its related infrastructure as a necessity, understanding that broadband services will drive major areas of its citizen’s lives for decades to come. Palm Coast currently operates an open access, city-wide network comprised of over 60 miles of backbone and lateral fiber-optics with substantial amounts of excess conduit. This City owned fiber and conduit infrastructure is called FiberNet. Currently, two small providers provide broadband services to a number of businesses in the city leveraging the City’s fiber network. Palm Coast envisions altering the business model from open access to an exclusive P3 relationship with a single service provider/network operator to bring both new investment, and improved telecommunication products, customer service, and pricing options to the businesses and potentially residents across the city. This P3 (public-private partnership) should also enable the City to deploy, manage, and utilize Smart City technologies throughout the community, and will directly support the City’s vision to be a leader in municipal innovation.

In summary, the City’s goal is to drive community-wide FTTP through engagement with an experienced Operator, who can provide fiber based, advanced IP-based services throughout the area, while bringing necessary capital to support a strategic, incremental expansion of the network. In addition, the City seeks to develop long-term revenue generating opportunities for benefit of the City through the provision of telecommunications services over the City’s assets.

Some benefits that the City anticipates and expects to further explore include:

1. Improve their current high-speed communications platform to further supplement Palm Coast’s existing wireless/cable services, increasing competition, speed and functionality for its constituents while allowing Palm Coast to enable new high-bandwidth services such as surveillance, automated meter reading, and other Smart City projects.
2. Provide additional enhancements to municipal operations, including public safety and disaster recovery services utilizing the high-speed communications platform.
3. By leveraging FiberNet, enable Smart City technologies and innovation throughout the community.
4. Enable collaboration between government organizations in Palm Coast, Flagler County and other regional entities through an inter-connected high-speed communications platform.

GENERAL REQUIREMENTS

PROJECT OVERVIEW AND GOALS

1. Improve/upgrade FiberNet’s infrastructure (equipment, headend, upstream services) needed to support the delivery of both next-generation broadband services and City services that FiberNet may support;
2. Support the quality of life and needs of businesses and residents through a platform of high-speed Internet service and other advanced IP services;
3. Ensure FTTP accessibility to 100% of the community over time, including businesses, community facilities and residents; the City is open to exploring wireless last-mile options that feed off the fiber/conduit backbone/ distribution network;
4. Establish Palm Coast as of one the most connected Gigabit communities in America with services and an innovation platform that match;
5. Establish an innovative, long-term partnership with a qualified single service provider/network operator that:
 - a. Is willing to closely partner with the City, to discuss, agree upon, develop and provide best in class products and services to the businesses, community anchors, city services, and residents located in Palm Coast.
 - b. Ensures the qualified Service Provider is responsible for all aspects of providing and maintaining world-class products, services, provisioning, billing, and a superior customer service experience.
 - c. Is able to provide capital investment that will fund further fiber expansion and associated capital costs.
 - d. Is willing to provide a long-term revenue stream to the City for use of its network assets.
 - e. Has the financial, technical and operational capabilities to provide customer “drops” or MDU internal infrastructure, required customer premise equipment, and engage with negotiations with property owners, and HOAs, etc. MDUs are typically subject to bulk rate agreements.
 - f. Will manage, support and provision services required by the City of Palm Coast to conduct City business across FiberNet while enabling a platform for community innovation and Smart City.

PROJECT REQUIREMENTS

The City of Palm Coast is seeking a public or private partner that can provide next-generation FTTP services to the businesses, community anchors, and possibly residents located in the city. The City expects that any of these partners could provide solutions that bring the delivery of advanced Internet and other IP based products and services. The City seeks innovative and creative solutions and welcomes various business models and approaches to consider. Additionally, the City understands that it may be unlikely that one entity fills the role of experienced provider, capital partner, and smart city solution provider, and so is willing to consider responses that include

GENERAL REQUIREMENTS

multiple parties. However, the City's preference is to contract with one lead entity as part of this P3 partnership. The lead partner with whom an agreement may get executed is welcome to have associated partners that fulfill specific roles. Please ensure that it is clear who the lead partner is and what roles all provide as part of any response.

While the City wishes to consider various models, some key aspects should be considered. These include:

- The partnership would require the new provider(s) to both use and extend the currently deployed City conduit and fiber to bring their advanced IP services to subscribers.
- FiberNet has considerable conduit and fiber infrastructure that can be leveraged, but the City is keen to understand what capital investments any new provider(s) may make to upgrade or improve the assets upon entering into this proposed P3.
- A negotiated revenue share approach to compensate the City for use of its conduit and fiber assets.
- High-speed Internet options are a requirement, the City would like an affordable Gigabit option at a minimum, but what other services could be offered? Would the provider offer citywide Wi-Fi as well? How could this be marketed to assist in customer sign up?
- What conditions or requirements may a provider(s) seek as part of this partnership and capital investment? Would exclusive use on the City's fiber network be required?
- Would a provider(s) commit to serving 100% of businesses and community anchors assuming customer interest?
- Would a provider(s) be willing to pay for business and community anchor drops or would this capital cost be passed on to those users?
- Would provider(s) be interested in serving residential markets? How could this be accomplished? Where have you done it before and what did you learn that may be relevant to the Palm Coast market?
- Provider(s) need to build demand and ascertain what areas of the City's population seeks new fiber-based Internet services first. How would this be accomplished?
- How would provider(s) propose to facilitate connectivity for upcoming carrier 5G deployments, and how could the City's existing assets, and new expansions be leveraged?

Some additional points to consider in your response and to ensure service delivery requirements are met:

1. Required: Gigabit Internet as a standard offering for all premises. Include pricing suggestion.
2. Required: Identify all Internet packages including symmetrical / asymmetrical considerations as applicable.
3. Required: Optional additional IP based home and businesses services.

GENERAL REQUIREMENTS

4. Required: Explain your investment approach to the Palm Coast market. Outline sources of capital and estimate the periods over which investments are made.
5. Required: What other Smart City services can you offer the City? Please discuss solutions for Smart Street Lighting, sensor networks, mobility solutions, data monetization, and other new emerging technologies and trends. Share what you consider as best practices.
6. Optional: Additional value-added and over-the-top services and applications that can demonstrate the respondent's value to the community, for example, citywide Wi-Fi services?
7. Optional: Provide in detail, potential P3 arrangements that you prefer, and that have worked successfully in other projects. Define an agreement term that you would seek for this project.

Any partner responding to this RFS should outline their partnership requirements and expectations of the City. Please articulate your vision of how you would leverage the City's assets to create a "Gigabit community" in the city that has access to leading IP services and products.

Respondents should demonstrate their technical abilities, other initiatives where similar services are provided, and their proposed plans for connectivity to the City's infrastructure. Concepts that outline sufficient connectivity and backhaul capacity, including any redundancy options for the City's network should also be proposed.

Respondents are encouraged to provide innovative technology platforms to meet the service delivery requirements, and relevant creative partnership, business and financial models.

The City intends to select the most responsive proposal based on the requirements as outlined. It reserves the right to accept or reject any and all proposals to this RFS at its sole discretion.

City background and infrastructure projects:

The City of Palm Coast project has been envisioned and planned in three distinct phases.

Overall FiberNet Maps with Asset Detail

Potential Service Areas – Business Zones

Other relevant supporting info

RFS PROCESS

RFS Process

PURCHASING PROCEDURES: The Central Services Division Procedures apply in its entirety with respect to this Request for Statement of Solutions. These procedures can be found at: <http://www.palmcoastgov.com/government/purchasing>

INQUIRIES/INTERPRETATIONS: All Proposers shall carefully examine the Request for Statement of Solutions (RFS) documents. Any ambiguities or inconsistencies shall be brought to the attention of the City Central Services Division prior to the due date in writing through the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>); failure to do so will constitute an acceptance by the Proposer of any subsequent award decision. Any questions concerning the intent, meaning and interpretations of the RFS documents including the attached draft agreement, or suggestions for addenda to the RFS documents, shall be posed through the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>) at least seven (7) calendar days prior to the proposal due date. Proposer should not rely on any oral statement or instructions made by any employee(s) of the City with regard to this proposal. Any oral statements or instructions given before the proposal due date will not be binding on the City.

ADDENDA: Should revisions to the RFS documents become necessary, the City shall post addenda information on the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>). All Proposers should check the City's Procurement Portal Web Page at least three (3) calendar days before the proposal due date to verify information regarding addenda. Failure to do so could result in rejection of the proposal submittal as unresponsive. Proposer shall sign, date, and return all addenda with their proposal submittal. It is the sole responsibility of the Proposer to obtain information related to addenda and to insure that the proposal considers all changes to the RFS documents.

ANTI-LOBBYING/CITY CONTACT: Proposers are hereby notified that all communications regarding this RFS, whether in writing, electronic, verbal, or by some other means, and whether made indirectly by third parties or directly by the Proposer, must be submitted to the City's Procurement Portal Web Page. Except as expressly required by this RFS for formal presentations (if any), any indirect or direct communications and lobbying regarding this RFS made to members of the City Council, members of the selection committee, or any other City official, from the date of advertising until the time an award has been made, are strictly prohibited and may constitute grounds for immediate disqualification of the Proposer's proposal.

PREPARATION COSTS: The City shall not be liable for any expenses incurred in connection with preparation of a proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of this RFS.

LICENSES/PERMITS: Unless expressly stated in the RFS, all permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, City, etc. are the responsibility of the Proposer.

[REVISE] CONTRACT TERMS AND CONDITIONS: The length of the contract term will be determined through negotiations with the top-ranked proposer. A draft contract template is attached to this RFS. Proposers should review the draft contract template prior to submitting a proposal. If Proposer wants to negotiate modifications or additional terms and conditions to the contract, then Proposer shall raise these requested modifications or additional terms and conditions by inquiry in writing through the City's Procurement Portal Web Page. Unless expressly accepted by the City and issued by addendum, only the terms and conditions in this RFS shall apply. No additional terms and conditions included with the proposal submittal shall be considered. Any and all such

RFS PROCESS

additional terms and conditions are inapplicable to this RFS, whether submitted purposefully or inadvertently, or appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these RFS documents and subsequent addenda are the only conditions applicable to the Proposer's submittal, and the Proposer's signature on the Response Form attests to this statement. Exceptions to the terms and conditions will not be accepted.

SUBMISSIONS: Refer to the Instructions to Proposers for instructions on preparation of the proposal submittal. .

TIME TO RESPOND: Proposals shall be submitted electronically through the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>) for receipt by the specified time and date. **No other method of submission will be allowed or considered (i.e. mailed, emailed, or hand delivered).** It is strongly recommended that Proposers begin the uploading process at least ONE (1) day before the Proposal Deadline set forth in the Overview for sufficient time to complete the process. **NO SUBMISSIONS THROUGH THE CITY'S PROCUREMENT PORTAL WEB PAGE WILL BE ALLOWED OR CONSIDERED AFTER THE SPECIFIED TIME AND DATE.** For general assistance, please contact Central Services Division staff at least one business day in advance of the proposal due date. For technical questions related to the submission portal, please contact Bonfire at Support@GoBonfire.com or visit their help forum at <https://bonfirehub.zendesk.com/hc>.

ADDITIONAL INFORMATION/FOLLOW-UP: No additional information may be submitted, or follow-up made, by any Proposer after the stated due date, outside of a formal presentation to the Evaluation Committee, unless requested by the City.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated if it is to the advantage of the City to do so. The City will notify Proposers of all changes in scheduled due dates by posting the notification in the form of addenda on the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>).

PROPOSAL WITHDRAWAL: Proposers may withdraw their proposal submittals through the City's Procurement Portal prior to the time and date set for the proposal deadline. Proposal submittals, once opened, become the property of the City and will not be returned to the Proposers.

INCOMPLETE PROPOSAL/MISTAKES IN PROPOSAL: Failure to sign and return any or all issued addenda and/or failure to sign and return a completed FORM 4 Compliance Certification shall be absolute disqualification of the bid as nonresponsive. Other than the issued addenda, and FORM 4, the City reserves the right, at City's discretion, to reject the proposal, or to request all required forms/attachments that may have not been submitted, or that may be otherwise incomplete or noncompliant in the City's opinion. Upon request by the City, the Proposer shall have twenty-four (24) hours to supply this information to the City for the proposal to be considered valid. Proposers are expected to examine the terms and conditions, specifications, delivery schedule, and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk.

PUBLIC OPENING: The proposal submittals shall be opened publically and the names of the Proposers shall be read aloud at that time. Persons with disabilities needing assistance to participate in the public opening should contact the City Human Resource Office ADA Coordinator at 386-986-3718 at least forty-eight (48) hours in advance of the public opening.

ACCEPTANCE/REJECTION/GROUNDS FOR DISQUALIFICATION: The City reserves the right to accept or reject any or all proposal submittals, or any part of a submittal for any reason and without penalty prior to or after the rankings are made by the City, and to terminate any contract negotiations commenced with any Proposer. City will make the award to those Proposers, who in the opinion of the City will be in the best interest of or the most

RFS PROCESS

advantageous to the City. The City also reserves the right to reject the proposal submittal of any Proposer who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who, in the City's opinion, is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of Proposers in order to make a determination as to the foregoing. The City reserves the right to waive or enforce any irregularities, informalities, and technicalities and may at its discretion, request a re-procurement. This section shall be construed liberally to benefit the public and not the Proposer. Any of the following causes may also be considered as sufficient grounds for disqualification of a Proposer or the rejection of a proposal:

- a) Submission of more than one proposal for the same work by any entity under the same or different names.
- b) Evidence of collusion among Proposers.
- c) Lack of responsibility as shown by past work in similar projects including, but not limited to, life safety performance, strict adherence to all maintenance of traffic requirements, if applicable, workmanship, progress and scheduling, and financial irresponsibility. The City may also consider past litigation and claim history of the Proposer as evidenced by prior frivolous claims made by Proposer in connection with other projects.
- d) Delayed, incomplete or nonperformance to which the Proposer is committed by contract which may raise concern about the timely performance under this RFS.
- e) Any Proposer that submits a proposal containing information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration. Falsification of any entry made on the proposal shall be deemed a material irregularity and will be grounds, at the City's option, for disqualification of the Proposer or rejection of the proposal.
- f) Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of submittal of the proposal for the type of goods/services to be provided. Should Proposer not be fully licensed and certified, its proposal submittal shall be rejected.
- g) Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.
- h) Non-compliance with the submittal requirements of these Instructions to Proposers
- i) Any other evidence which may hinder or otherwise delay completion of the Project may be grounds for disqualification.

SELECTION AND AWARD: The award will be made to a responsive, responsible Proposer consistent with the process and award criteria set forth in the Evaluation of Solutions and Award herein. The City reserves the right to accept any proposal or combination of proposal alternates which, in the City's judgment, will best serve the City's interest. Proposer understands that submission of its proposal constitutes Proposer's acceptance of the terms and conditions of this Request for Statement of Solutions, including the contract template attached. However, Proposer also understands that its proposal does not constitute an agreement or a contract with the City. The City reserves the right to reject all proposals, to waive any formalities, to solicit and re-advertise for new proposals or to abandon the project in its entirety. The right is reserved to make a separate award of each item, group of items or all items, and to make an award, in whole or in part, whichever is deemed in the best interest of the City.

- a) AWARD CRITERIA: Refer to Section entitled, "Evaluation of Solutions and Award".

POSTING OF PROPOSAL AWARD: Notice of Intent to Award will be posted on the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>) prior the City's final approval process.

RFS PROCESS

PROTEST: Protests hereunder shall be in accordance with City Code of Ordinances 2017-8 Chapter 2, Article 1, Division 3, Section 2-29 Bid Protest Procedures and as follows.

Step 1. A Proposer protesting matters involving the selection of the contract award must submit its protest to the City's Administrative Services and Economic Development (ASED) Director within three (3) business days from the posting of the Notice of Intent to Award. Failure to protest to the ASED Director within the three (3) business day period shall constitute a waiver of protest proceedings. Any matters not stated will be waived.

Step 2. Any decision of the ASED Director may be appealed to the City Manager by filing a written appeal setting forth the basis for the appeal to the City Manager within three (3) business days of the ASED Director's decision along with a bid protest appeal bond.

Step 3. Any decision of the City Manager may be appealed to the City Council by filing a written appeal with the written basis for the appeal to the City Clerk within three (3) business days of the City Manager's decision.

PUBLIC RECORDS: Upon Notice of Intent to Award or thirty (30) days after opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the proposal documents, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The City cannot guarantee the confidentiality of any document.

PROPOSALS TO REMAIN FIRM: All proposals shall remain firm for a minimum of one-hundred and twenty (120) days after the day of the opening to allow for the evaluation, selection process and proper execution of the contract. If need be, the Proposer and the City may mutually agree to extend that time up to an additional ninety (90) days.

MULTIPLE SUBMISSIONS: More than one proposal submittal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposal submittals in which such Proposer is believed to be involved. Any or all proposal submittals will be rejected if there is reason to believe that collusion exists between Proposers.

NON-APPROPRIATION OF FUNDS: In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this proposal, the City shall have the unqualified right to terminate the Purchase or Work Order(s) or contract upon written notice to the Proposer, without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any proposer(s).

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Central Services Division at once, indicating in his/her letter the specific regulation which requires an alteration. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PATENTS AND COPYRIGHTS: The Proposer shall indemnify and save harmless, the City, its employees and any of its Board Members from liability of any nature or kind, including cost and expenses for or on account of, or for infringement of, patent rights, copyrights, or other intellectual property rights. Further, if such a claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return

RFS PROCESS

the article on request to the Proposer and receive reimbursement. If the Proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal submittal prices include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES: The City of Palm Coast hereby permits the successful Proposer to extend the terms and conditions of this solicitation and resultant contract to other governmental entities at the discretion of the successful Proposer. Each governmental agency desiring to accept the successful proposal submittal, and make an award thereof, shall do so independently of any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency assumes any liability by virtue of the award by any other governmental agency.

ADVERTISING: In submitting a proposal, Proposer agrees not to use the results as a part of any commercial advertising, without the express written approval of a City employee with the appropriate level of authority.

CITY LOGO: Proposers are approved to use the City logo in your submission materials and/or presentations.

DEBARMENT: Following award, where the successful Proposer's services are subsequently terminated for cause, the City reserves the right to suspend/debar the successful Proposer from submitting proposals on City procurements/contracts for a period of up to 36 months and/or pursue any and all other remedies available to the City.

INSTRUCTIONS TO BIDDERS

Instructions to Bidders

RFS RESPONSE REQUIREMENTS

The Proposer must submit a proposal that substantially complies with this RFS in all material aspects. All proposals must contain direct responses to the requested information. The response should be organized so that specific sections and questions being responded to are readily identifiable and in the same sequence as outlined below. The proposal shall cover in as much detail as possible the requirements of the RFS, subject to modification and enhancements as a result of information gained during the consultant selection process. However, Proposers are advised that lengthy or overly verbose or redundant submissions are not necessary. Proposers are advised to carefully follow these Instructions in order to be considered fully responsive to this RFS. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of the proposal. Proposers shall submit all required forms through the process outlined in the Preparing and Uploading Submission section below. By submitting a response, the Proposer warrants that its proposal is correct.

1. Provide a Letter of Transmittal on company letterhead stating why the respondent is interested in developing a partnership with the City and provide a listing of any requirements listed in this RFS that you are unable to meet or that you are opposed to providing.
2. Provide an overview of the respondent's organization, services, and capabilities. Provide details on your company's (or its shareholders') knowledge, experience, and operations within the broadband telecommunications industry and, if applicable, infrastructure development in the region. Please include key expertise that qualifies you to be considered for this RFS and demonstrates current FTTP and advanced IP service experience.
3. If you are a current broadband provider, provide an overview of your products and services, operations, total subscriber count, type of services (business/residential), local presence in Florida, and other markets served. Demonstrate any similar arrangements you have entered with municipalities, electric utilities, or other public-private partnerships. Explain how these initiatives have developed and lessons learned. Please provide actual services and marketing brochures and collateral used within other projects and regions that you currently serve.
4. Provide detail on the partner(s) and the business model the respondent would propose in developing a partnership with the City of Palm Coast. Describe how this model would meet desired services, goals, capital investment, and/or potential long-term recurring revenue opportunities.
5. If the respondent is a broadband provider, provide a project organizational chart that describes the proposed relationship and key roles between the broadband provider and the City. Identify proposed local personnel. Please include any installation, sub-contractors, or service contractors in the region that may have been used in the past that may be utilized again for this project.
6. Provide a sample implementation plan based on the respondent's business model that demonstrates how you would achieve the desired results for the provisioning and activation of services.
7. Describe the respondent's sample operations plan for the project, detailing customer service, service calls, NOC services and provisioning, routine and emergency maintenance calls, and escalation procedures.
8. Define any expectations, requirements or commitments, including financial, that the respondent would need from the City to ensure a successful partnership.

INSTRUCTIONS TO BIDDERS

9. Provide an overview of how the respondent's products and services would achieve the goals for the community. Provide SLAs that you currently operate under in other markets.
10. Define how the respondent's proposal will comply with local, state, and any federal regulatory requirements.
11. Describe your ability and willingness to provision and manage city services? Where have you done this before? Include any projects, or partnerships that have delivered smart city initiatives, products or services.
12. Provide a minimum of 3 industry references that demonstrate the respondent's ability to successfully plan, implement, and deploy broadband networks, products, and services using innovative public and/or private environments.
13. Provide potential conflicts of interest disclosure that is a direct or indirect financial investor, partner, employee, or member of any corporation, partnership, or other legal entity making or participating in this proposal.

INSURANCE

Proposers shall have insurance coverage that complies with the Insurance Requirements set forth in the Contract Template attached to this RFS. Proof of insurance shall be furnished to the City prior to final execution of the contract.

PROPOSAL SECURITY

A security is required, or not required for this proposal. If a security is required, a certified check, cashier's check or bond shall accompany each proposal if the proposal amount is one-hundred thousand dollars (\$100,000) or greater. The certified check, cashier's check or bond shall be for an amount not less than five percent (5%) of the price/cost and shall be made payable to the City as a guarantee that the proposer will not withdraw his/her proposal for a period of ninety (90) days after proposal closing time and, upon award, will execute a contract with the City.

CONFIDENTIAL MATERIALS

Any materials that Proposer claims qualify as "trade secrets" under the Public Records Act shall be segregated, clearly labeled "trade secrets", and accompanied by an executed Non-Disclosure Agreement for Confidential Materials.

WARRANTY AGAINST FRAUD AND COLLUSION

By submitting a proposal in response to this RFS, the Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure this business and the resulting contract, and that the Proposer has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the resulting contract. For the breach or violation of this provision, the City shall have the right to disqualify the proposal and terminate the Agreement at its sole discretion, without liability, and to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

By submission of a proposal submittal, Proposer affirms that its proposal submittal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same

INSTRUCTIONS TO BIDDERS

materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this RFS and the resulting contract.

PREPARING AND UPLOADING SUBMISSION

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement
RFS Proposal	File Type: PDF (.pdf)	Multiple	Required
Required Forms	File Type: PDF (.pdf)	Multiple	Required

- Please note the type and number of files allowed. The maximum upload file size is 1000 MB.
- Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at: <https://palmcoastgov.bonfirehub.com/opportunities/XXXX>

Important Notes:

- Each item of Requested Information will only be visible after the Closing Time.
- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.
- Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

EVALUATION OF SOLUTIONS AND AWARD

Evaluation of Solutions and Award

SELECTION CRITERIA: As proposals are received by the City, the City shall periodically, on a rolling basis, review and evaluate proposals for responsiveness to the RFS. The City may also investigate qualifications of all proposers, and the City may request clarifications of proposals directly from proposers.

An interview of proposers may be scheduled to facilitate evaluation of each proposal. Proposals will be evaluated on the following criteria:

Scoring Matrix for potential P3 Selection:

Overall quality of response and suggested business model. Proposed financial arrangement with City, and ability and commitment to invest capital dollars, and provide a revenue stream to the City. (0 - 30 points)	
Below Average	6 Points
Average	12 Points
Above Average	18 Points
Well Above Average	24 Points
Outstanding	30 Points

Feedback from any provided references.(0 - 10 points)	
Below Average	2 Points
Average	4 Points
Above Average	6 Points
Well Above Average	8 Points
Outstanding	10 Points

Experienced Network operator and ability to provide triple play services. Provide any Smart City examples or other innovative service practices, telehealth/educational services, and other industry relationships that you could bring to this initiative. (0-20 points)	
Below Average	4 Points
Average	8 Points
Above Average	12 Points
Well Above Average	16 Points
Outstanding	20 Points

Ability and commitment to create local presence, marketing, outreach, and dedicated team members. (0-10 points)	
Below Average	2 Points
Average	4 Points
Above Average	6 Points
Well Above Average	8 Points
Outstanding	10 Points

Explanation of similar P3 relationships with any local or regional government, and where the relationship may involve the leasing of fiber and provision of telecom services. (0 - 20 points)	
Below Average	4 Points
Average	8 Points
Above Average	12 Points
Well Above Average	16 Points
Outstanding	20 Points

Explanation of proposed implementation plan and deployment approach.(0 - 10 points)	
Below Average	2 Points
Average	4 Points
Above Average	6 Points
Well Above Average	8 Points
Outstanding	10 Points

EVALUATION OF SOLUTIONS AND AWARD

EVALUATION / RANKING:

Prior to receipt of proposals, the City will establish an Evaluation Committee to evaluate the proposals. Separately, each individual Evaluation Committee member will score each criteria listed above for each proposal. The scores will range from the minimum points allowed to the maximum points allowed for the corresponding criteria.

The City's Central Services Division will then compile these scores. A meeting may be held to review the individual scores and discuss significant variances. Scores may be modified at this time. The scores will then be compiled and averaged; the firm with the highest average score shall be ranked first, the next highest shall be ranked second, and so on. **The City reserves the right to establish alternate selection criteria, rescore, re-rank, and/or shortlist. The City in its sole discretion will determine the method of evaluation and award that is most advantageous to the City.**

The City reserves the right to contact references provided by the Proposer or visit operations listed in the proposal. Information supplied by client references or obtained upon site visits may be used in determining the relative merits of the Proposer under any and all of the Evaluation Criteria.

The City reserves the right to make a separate award of each item, group of items or all items, and to make an award, in whole or in part, whichever is deemed in the best interest of the City.

ORAL PRESENTATIONS (If Required)

The Evaluation Committee shall make reasonable effort to achieve the ranking using written submittals alone. If, at City's sole discretion, no single top-ranked Proposer can be clearly identified based on the written submittals alone, then the City may post a Notice of Shortlist and schedule the top ranked Proposer(s) to give oral presentations. The City may choose one or more of the top ranked Proposers to present. Such presentations will be open to the public. If oral presentations are held, the following guidelines will be used.

- The City shall establish the schedule. Proposers will be notified at least seven (7) calendar days in advance of the date, time and place. The specific format of each presentation will be provided to Proposers with the notifications.
- The City shall allot equal time for each Proposer divided into three sequential parts: formal presentations, questions/answers, and discussion. Presentations provide an opportunity for the Proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no Proposer will be penalized for using less than the allotted time.

NOTICE OF INTENT TO AWARD

Upon completion of the ranking of proposals, or re-ranking if oral presentations are made, the City will post the Notice of Intent to Award.

FORM 1 – CONFLICT OF INTEREST STATEMENT

Form 1 – Conflict of Interest Statement

STATE OF FLORIDA)
) ss
City of Palm Coast)

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

1. I am the _____ of _____ (the "entity") with a local office in _____ and principal office in _____.
2. The above named entity is submitting a Proposal to the City of Palm Coast.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one proposal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Contract for this project. This proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them has any potential conflicts of interest due to any other clients, contracts, or property interests.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Palm Coast.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Palm Coast.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Palm Coast in writing.

(Continued on Next Page)

FORM 1 – CONFLICT OF INTEREST STATEMENT

DATED this _____ day of _____, 20____.

AFFIANT	Sworn to and subscribed before me
_____	This _____ day of
Signature of Affiant	_____ 20____.
_____	_____
Typed or Printed Name of Affiant	Signature of Notary
_____	_____
Title	Printed, Typed, or Stamped Name of Notary
	Notary Public, State of _____
	My commission expires _____
	Personally Known _____
	-OR-
	Produced Identification _____
	Type: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

FORM 2 – DEBARMENT CERTIFICATION

Form 2 – Debarment Certification

Certification Regarding Debarment, Suspension and Voluntary Exclusion-Lower Tier Covered Transactions [For Federal Projects]

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733).

******* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *******

1. The Proposer certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall attach an explanation to this bid.

Name of Proposer

Name and Titles of Authorized Representative(s)

Signature(s)

Printed Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

FORM 2 – DEBARMENT CERTIFICATION

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The Certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, ineligible, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, “voluntarily exclude”, as used this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render in good faith and certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4., suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

FORM 3 - AUTHORIZATION OF SIGNATORY

Form 3 - Authorization of Signatory

Print/Type Legal Business Name (same as name on W-9 form)

Print/Type FEIN #

Check the legal entity type that is applicable to the above named business:

- Sole Proprietorship – Complete Section A
 - General or Limited Partnership – Complete Section B
 - Corporation (Inc. , LLC) Complete Section C
- *****

Section A: Sole Proprietorship

I HEREBY CERTIFY that I am the sole owner of the business identified above and am authorized to sign legal documents on behalf of said business.

Signature: _____

Print name: _____

Section B: Partnership

I HEREBY CERTIFY that I am a General Partner of the business identified above and am authorized to sign legal documents on behalf of said business.

Signature: _____

Print name: _____

Section C: Corporation

I HEREBY CERTIFY that a meeting of the Board of Directors of _____
Legal business name

a corporation /LLC under the laws of the State of _____, was held on _____ 20__.
The following resolution was duly passed and adopted:

“RESOLVED, that _____ is an officer and director of the corporation (or the managing member of the LLC) and is hereby authorized to execute contracts between the City of Palm Coast, a municipal corporation and this corporation/LLC, and that execution thereof by said officer and director, attested by the Secretary of the corporation/LLC, shall be the official act and deed of this corporation/LLC.”

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____ day of _____, 20__.

Provide copy of Resolution

AFFIX Corporate Seal

Corporate Secretary/Managing Member

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

FORM 4 – COMPLIANCE CERTIFICATION FORM

Form 4 – Compliance Certification Form

Please check the appropriate box where indicated and initial where indicated for each of the listed requirements for certification. This Form must also be signed, notarized, and dated by the same signatory.

- 1. Scrutinized Companies** - Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with local governments for goods or services of one million dollars (\$1,000,000) or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or are engaged in business operations in Cuba or Syria. Both Lists are created pursuant to section 215.473, Florida Statutes. In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services. As the person authorized to sign on behalf of Bidder, I hereby certify that Bidder is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. In addition Bidder is not listed on the Scrutinized Companies that Boycott Israel List, or is engaged in any boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Cuba or Syria, or boycotting Israel may subject the Bidder to civil penalties, attorney's fees, and/or costs. **Initials** _____
- 2. Public Entity Crime** - Any person or affiliate who has been placed on the convicted vendor list following a conviction of a **public entity** crime may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified below is qualified to submit a proposal under Fla. Stat. §287.133(2)(a). **Initials** _____
- 3. Americans with Disabilities Act** - The CONTRACTOR shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Contract for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA. **Initials** _____
- 4. Drug-Free Work Place** - As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified below in the section entitled "Respondent Vendor's Name" is in compliance with Florida Statue 287.087, providing a Drug-Free Workplace. **Initials** _____

FORM 4 – COMPLIANCE CERTIFICATION FORM

5. **Compliance With Public Records** - Upon award, recommendation, or thirty (30) days after receipt, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. The submission of a proposal authorizes release of Proposer's credit data to City of Palm Coast. If the Proposer submits information exempt from public disclosure, Proposer must identify with specificity which pages/paragraphs of its proposal are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate electronic file marked accordingly. By submitting a response to this solicitation, Proposer agrees to defend the City in the event City is forced to litigate the public records status of Proposer's documents. **Initials** _____
6. **Litigation: Provide a summary of all litigation, claim(s), or contract dispute(s) filed by or against the Proposer in the past five (5) years that are related to the services the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.**
 Applicable **Not Applicable.** **Initials** _____
7. **License Sanctions: Attach a list of any regulatory or licensing agency sanctions within the past five (5) years. Check appropriate box: Applicable Not Applicable** **Initials** _____
8. **Vendor Registration** - All proposers awarded contracts, purchase orders, or work orders must register as a vendor with the City of Palm Coast. Vendors can register online at: <https://www.palmcoastgov.com/vendor-registration>. Please indicate if your company has registered as a vendor with the City of Palm Coast. I have already registered as a vendor with the City. I have not registered as a vendor with the City, but plan to do so if awarded a contract, purchase order, or work order through this solicitation. **Initials** _____
9. **Proposal Submission Acknowledgement** - The Proposer has carefully examined the RFS, including the Instructions, Contract Template, addenda, and any other accompanying documents for this project. The Proposer has completely analyzed the information contained in this RFS as guidance for the preparation its proposal. The Proposer's submittal is sufficiently specific, detailed and complete to clearly and fully demonstrate the Proposer's understanding of the proposed work and/or product requirements. The Proposer agrees and understands that, if awarded, all portions of the proposal shall become an integral part of the agreement and contract with the City of Palm Coast, Florida. Should there be a conflict between the proposal and the RFS, the RFS shall prevail. **Initials** _____

I certify that all information contained in this proposal is truthful and correct at the time of submission. I further certify that I am duly authorized to submit this proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the contract. I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Palm Coast or of any other interested proposer; and that the undersigned executes this Certification with full knowledge and understanding of the matters herein contained and is duly authorized to do so. The signatory for the Proposer swears that none of the information supplied was for the purpose of defrauding the City.

FORM 4 – COMPLIANCE CERTIFICATION FORM

PROPOSER	
_____	STATE OF _____)
Printed Name of Proposer) ss
_____	COUNTY OF _____)
Signature	Sworn to and subscribed before me
_____	This _____ day of
Printed Name	_____ 20____.
_____	_____
Printed Title	Signature of Notary
_____	_____
Printed Date	Printed, Typed, or Stamped Name of Notary
_____	Notary Public, State of _____
Contact Email	My commission expires _____
_____	Personally Known _____
Street Address /Suite #	-OR-
_____	Produced Identification _____
City, State Zip	Type: _____

Phone	

AFFIX CORPORATE SEAL BELOW	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CONTRACT TEMPLATE

Contract Template

City of Palm Coast, Florida Agenda Item

Agenda Date : 04/30/2019

Department	FINANCE	Amount	
Item Key	6319	Account #	54702525; 65052525
Subject	RESOLUTION 2019-XX AMENDING THE IT ENTERPRISE AND INTERNAL SERVICE FUND BUDGETS FOR FISCAL YEAR 2019		
Background :	In order to effectuate City Council direction to recruit and hire a Chief Innovation Officer, the FY2019 IT Enterprise and Internal Service Fund Budgets need to be amended. The amendment reduces expenditures in the IT Service Fund by \$100,000 and increases expenditures in the IT Enterprise Fund by \$100,000. The amendment also aligns appropriated fund balance and respective transfers between the two funds.		
Recommended Action :	Adopt resolution 2019-XX amending the IT Enterprise and Internal Service fund budgets for fiscal year 2019.		

RESOLUTION 2019-_____
FISCAL YEAR 2019 BUDGET AMENDMENT
IT ENTERPRISE AND INTERNAL SERVICE FUNDS
BUDGETS

**A RESOLUTION OF THE CITY OF PALM COAST, FLORIDA,
AMENDING THE FISCAL YEAR 2018-2019 BUDGET
RELATING TO IT ENTERPRISE FUND REVENUES AND
EXPENDITURES AND IT INTERNAL SERVICE FUND
REVENUES AND EXPENDITURES; PROVIDING FOR
SEVERABILITY; PROVIDING FOR CONFLICTS;
PROVIDING FOR IMPLEMENTING ACTIONS AND
PROVIDING AN EFFECTIVE DATE**

WHEREAS, City Council desires to increase the Fiscal Year 2019 budget for the IT Enterprise Fund from \$512,757 to \$739,211; and

WHEREAS, City Council desires to decrease the Fiscal Year 2019 budget for the IT Internal Service Fund from \$ 3,186,781 to \$3,086,781.

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

SECTION 1. BUDGET AMENDMENT AND APPROVAL OF THE IT ENTERPRISE AND INTERNAL SERVICE FUNDS BUDGETS. The City Council of the City of Palm Coast hereby amends the Fiscal Year 2018-2019 IT Enterprise Fund budget to \$739,211, and the Fiscal Year 2018-2019 IT Internal Service Fund budget to \$3,086,781, as shown in the Exhibit, attached hereto and incorporated herein as “Exhibit A”.

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

SECTION 4. IMPLEMENTING ACTIONS. The Mayor, or designee, is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 7th day of May 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

Milissa Holland, Mayor

Virginia A. Smith, City Clerk

Attachment: Exhibit A

Approved as to form and legality

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

EXHIBIT A

FY 2019-2018 IT ENTERPRISE FUND
 PREPARED: APRIL 2019
 FINANCE: HELENA P. ALVES, LINA WILLIAMS

	FY 2019-2018		FY 2019-2018		
	ORIGINAL BUDGET	AMENDED BUDGET	ORIGINAL BUDGET	AMENDED BUDGET	CHANGE
<u>REVENUES:</u>					
Charges for Services	\$ 512,757	\$ 512,757	\$ 512,757	\$ 512,757	\$ -
Appropriated Fund Balance	-	-	226,454	226,454	226,454
TOTAL REVENUES:	\$ 512,757	\$ 512,757	\$ 739,211	\$ 739,211	\$ 226,454
<u>EXPENDITURES:</u>					
Personal Services	\$ 85,499	\$ 85,499	\$ 100,000	\$ 100,000	\$ 14,501
Operating Expenses	160,170	160,170	245,278	245,278	85,108
Capital Outlay	50,000	50,000	50,000	50,000	-
Transfers to Other Funds	217,088	217,088	343,933	343,933	126,845
TOTAL EXPENDITURES:	\$ 512,757	\$ 512,757	\$ 739,211	\$ 739,211	\$ 226,454

EXHIBIT A

FY 2019-2018 IT INTERNAL SERVICES FUND
 PREPARED: APRIL 2019
 FINANCE: HELENA P. ALVES, LINA WILLIAMS

	FY 2019-2018 ORIGINAL BUDGET	FY 2019-2018 AMENDED BUDGET	CHANGE
<u>REVENUES:</u>			
Non Revenues	\$ 1,953,225	\$ 1,953,225	\$ -
Transfers from Other Funds	1,006,602	1,133,056	126,454
Misc. Revenue	500	500	-
Appropriated Fund Balance	226,454	-	(226,454)
TOTAL REVENUES:	\$ 3,186,781	\$ 3,086,781	\$ (100,000)
<u>EXPENDITURES:</u>			
Personal Services	\$ 1,175,168	\$ 1,175,168	\$ -
Operating Expenses	1,890,613	1,790,613	(100,000)
Capital Outlay	121,000	121,000	-
TOTAL EXPENDITURES:	\$ 3,186,781	\$ 3,086,781	\$ (100,000)

City of Palm Coast, Florida Agenda Item

Agenda Date : 04/30/2019

Department	STORMWATER	Amount	
Item Key	6330	Account #	
Subject	PRESENTATION OF STREETLIGHT OWNERSHIP ANALYSIS		
Background :	<p>At City Council's request, staff hired a consultant to perform a life-cycle cost evaluation for the arterial and collector roadway lighting within the City. The primary objective is to compare the cost of construction and Operation and Maintenance (O&M) of the future arterial and collector roadway lighting systems under ownership by the City and under a lease from Florida Power and Light (FP&L). Attached is the technical memorandum developed by the consultant for review.</p>		
Recommended Action :	<p>For presentation purposes only.</p>		

Via Email: DSchrager@palmcoastgov.com

Ref: 4326.04

TECHNICAL MEMORANDUM

To: Donald Schrager, MBA
From: Gil Ramirez, P.E.
Date: April 4, 2019
Subject: Roadway Lighting Ownership Cost Evaluation
Palm Coast, Florida

INTRODUCTION

LTG, Inc. has been retained by the City of Palm Coast to provide a life-cycle cost evaluation for the arterial and collector roadway lighting within the City of Palm Coast, Florida. The primary objective is to compare the cost of construction and Operation and Maintenance (O&M) of the future arterial and collector roadway lighting systems under ownership by the City and under a lease from Florida Power and Light (FP&L). The life-cycle cost analysis has been based on a 20-year life cycle comparison using the proposed improvements recommended in the City of Palm Coast Continuous Lighting Master Plan (CLMP). The period of 20 years is assumed as the life span of a single Light Emitting Diode luminaire.

ANNUALIZED PERCENTAGE RATE

An annualized percentage rate of 2.65% per year has been established based on FP&L's approved industrial client rates from 2016 through 2020 to calculate the future value comparison of the construction costs and O&M. The trends analysis is included as Appendix A. The annualized percentage rate will be used to account for the effect of inflation on the ownership O&M costs, lease O&M costs, and to establish the future value of the construction costs.

CONSTRUCTION COSTS

The City of Palm Coast CLMP provides a list for roadways that should be illuminated over the next ten years and the approximate number of street lights required to illuminate each segment. The CLMP estimates that a total of 1,990 street lights are required to illuminate the roadway segments listed below:

- Belle Terre Parkway from Palm Coast Parkway to US-1
- Ravenwood Drive from Whiteview Parkway to Rymfire Drive
- Seminole Woods Boulevard from SR-100 to US-1
- Sesame Boulevard from Seminole Woods Boulevard to Seminole Woods Boulevard
- East Hampton Boulevard from Belle Terre Boulevard to Terminus
- Citation Boulevard from Belle Terre Boulevard to Laguna Forest Lane
- Palm Harbor Drive from Palm Coast parkway to European Village

- Forest Grove Drive from Old Kings to Terminus
- Royal Palms Parkway from Belle Terre Boulevard to US-1
- Rymfire Drive from Belle Terre Boulevard to US-1
- Hargrove from US-1 to Terminus
- Palm Coast Parkway from Florida Park Drive to Palm Harbor Parkway
- Oak Trail Boulevard from Old Kings Road to Terminus
- Whiteview Parkway from US-1 to Pritchard Drive
- Whitemill Drive from Whiteview Parkway to Pine Lakes Parkway
- Old Kings Road from Forest Grove Drive to Town Center Boulevard
- Bulldog Drive from SR-100 to Central Avenue

The construction estimates do not include construction cost for the roadway segments of Whiteview Parkway, Whitemill Drive, Old Kings Road, Bulldog Drive, and Lakeview Blvd, that are either complete or components of current roadway projects. The costs of engineering, and construction engineering & inspection were not included and are assumed to be similar under either lease or own options.

Ownership Option

A construction cost estimate was developed for lighting along the previously listed segments based on conceptual designs and Florida Department of Transportation (FDOT) standard design criteria and procedures. The estimates have been included as Appendix B. The construction costs for all roadway segments is estimated at a present value of \$14,234,141.00.

Leasing Option

The CLMP includes the estimated costs of construction for a leased system based on FP&L’s published rates. The section of the CLMP documenting the estimated FP&L construction costs has been included as Appendix C. The present cost of construction is approximately \$842,625.

Comparison

The cost of construction of the ownership and leasing options were summarized, and a future value was calculated at a 2.65% annual percentage rate over a 20-year period. The results of the comparison are shown in Table 1.

**Table 1
 Roadway Lighting Ownership Designation
 Roadway Lighting Life-Cycle Cost Evaluation**

Option	Present Value of Construction	Annual Rate	Life Cycle Periods (Years)	Future Value
Own	\$ 14,234,141.92	2.65%	20	\$ 24,016,535.90
Lease	\$ 842,625.00			\$ 1,421,717.84

OPERATIONS AND MAINTENANCE

A large portion of the cost of roadway lighting infrastructure is due to O&M. LTG established the future value of a series of annual payments for O&M in order to provide a fair comparison between the lease and ownership options for the remainder of the City of Palm Coast’s roadway lighting systems as detailed in the CLMP. The future value accounts for the anticipated compounding that will occur as moderate inflation causes both the O&M costs of ownership and FP&L’s fees to increase on an annual basis over the life of the luminaires, expected at twenty (20) years.

Ownership Option

LTG requested information from various local agencies with maintenance responsibility for roadway lighting systems. Brevard County and the City of Daytona Beach responded with inventory and budgetary information that could be used to establish the cost of O&M of their street lights. Both agencies prepare an annual budget which covers the cost of electricity, salaries, and O&M of their street lights. Both agencies also maintain street lights on behalf of the FDOT and other local agencies without a dedicated street light maintenance program. The data provided by Brevard County and the City of Daytona Beach has been provided in Appendix D.

City of Daytona Beach

City of Daytona Beach maintains 1,800 street lights. To maintain their roadway lighting systems the City Traffic Engineering division for Daytona Beach budgets approximately \$350,000 for salaries and \$100,000 for O&M on an annual basis. Based on the data provided by the City of Daytona Beach, the annualized total cost O&M is \$250.00 per street light. The City reported an annualized cost of \$56.00 in their email response, but this number was found to be incorrect as it is the total of their O&M expenses as shown in Table 2, divided by 8,012 street lights, which includes those owned and maintained by FP&L. Table 2 shows the annualized O&M per street light for the City of Daytona Beach.

**Table 2
 City of Daytona Beach Annual O&M
 Roadway Lighting Life-Cycle Cost Evaluation**

Agency	Number of Lights			Cost			Annualized O&M (Per Street Light)
	FDOT	Local	Total	Salaries	O&M	Total	
City of Daytona Beach	600	1,200	1800	\$350,000.00	\$100,000.00	\$450,000.00	\$250.00

Brevard County

Brevard County currently maintains a total of 667 street lights, many of which are maintained on behalf of the FDOT and local agencies. Brevard County budgets \$50,000 for maintenance and rehabilitation, \$10,000 for part and supplies, and allocates an average of \$163,782 for salaries on an annual basis. Brevard County also provided documentation on their annual payments to FP&L, which they designate as Utility Services. Utility Services includes the cost of leasing FP&L owned street lights; and electricity for County owned street lights, signals and signs. Brevard County’s O&M estimate does not include the cost of electricity because the County did not have the individual costs of their various systems readily available and therefore no means to extract data specific to this analysis. Based on the data provided, the annualized cost for O&M per street light in Brevard County is approximately \$335. Table 3 shows the annualized O&M per street light for Brevard County.

**Table 3
 Brevard County Annual O&M
 Roadway Lighting Life-Cycle Cost Evaluation**

Agency	Number of Lights			Costs			Annualized O&M (Per Street Light)
	FDOT	Local	Total	Salaries	O&M	Total	
Brevard	353	314	667	\$163,782.00	\$ 60,000.00	\$223,782.00	\$335.51

Lease Option

LTG estimated the annualized cost per street light for leasing the roadway lighting systems from FP&L based on the FP&L Electric Tariff Section 8. The FP&L tariffs establish a monthly cost per luminaire (lamp), pole, and linear feet of conductor (3-wires). LTG obtained the total number of luminaires anticipated in the CLMP and established the weighted average monthly cost of the luminaires based on the proportion of ATBS 76-Watt units, leased at \$7.99 per month, and ATBL 259-Watt units leased at \$18.28 per month. The analysis assumed the more costly but durable concrete poles would be used throughout the City, at \$6.74 per month. The average monthly cost of conductor was calculated as the total sum of the conductors estimated for each segment of roadway provided in the CLMP divided by the total number of street lights estimated in the CLMP to establish an average length per street light. The results are summarized in Table 4, below.

**Table 4
 FP&L Annual O&M
 Roadway Lighting Life-Cycle Cost Evaluation**

Agency	Luminaire	Pole	Conductor	Annualized O&M (Per Street Light)
FP&L	\$ 107.26	\$ 80.88	\$ 53.81	\$ 241.96

Comparison

LTG estimated the City of Palm Coast’s total O&M costs under ownership and lease options over the life of the street lights by applying the Uniform Series Compound Interest formula to the annualized O&M costs per street light to calculate the future value of the annual payments. Due to the variation between the City of Daytona Beach and Brevard County, the two agencies’ O&M costs were listed separately to provide a possible range of values. The results of the analysis are provided as Table 5.

**Table 5
 Annual O&M & Future Value Comparison
 Roadway Lighting Life-Cycle Cost Evaluation**

Source Agency	Annual O&M (Per light)	Street Lights	Annual O&M	Annual Rate	Life Cycle Periods (Years)	Future Value
CODB	\$ 250.00	1990	\$ 497,500.00	2.65%	20	\$ 31,675,704.68
Brevard	\$ 335.51		\$ 667,655.44			\$ 42,509,460.54
FP&L	\$ 241.96		\$ 481,494.43			\$ 30,656,633.75

SUMMARY

The total future value costs of construction and O&M were calculated at the 20-year life of the luminaires. Table 6 shows the total future value of construction plus O&M costs for a twenty (20) year life cycle.

**Table 6
 Total Future Value
 Roadway Lighting Life-Cycle Cost Evaluation**

	City of Palm Coast	FP&L
Construction Cost	\$ 24,016,535.90	\$ 1,421,717.84
Operation & Maintenance	\$ 37,092,582.61	\$ 30,656,633.75
Total Cost	\$ 61,109,118.51	\$ 32,078,351.59

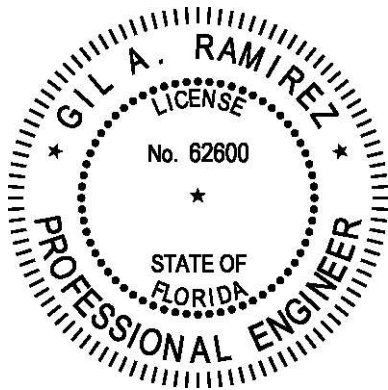
CONCLUSION

A comparison between the cost of construction and O&M of the future arterial and collector roadway lighting systems has been completed. The comparison evaluated the total lifecycle costs of ownership by the City and under a lease from FP&L.

The results of the future value analysis indicate that the cost of construction for the FP&L system at \$1.4 million will be substantially less than the cost of in-house construction at \$24 million. The cost of O&M under the ownership option could range from \$32 million to \$43 million compared to \$31 million under the lease option. The summary analysis indicates that over the 20-year life of the street lights the cost of ownership option would cost the city a total of \$61 million in construction and O&M, while selecting the lease option will cost the city \$32 million. Based on the results of the analysis it is recommended that the City lease the street lights from FP&L.

- Appendix A – Utility Fee Trends
- Appendix B – Construction Costs Estimates
- Appendix C – FP&L Construction Costs
- Appendix D – Brevard County and City of Daytona Beach Data

I affirm, by affixing my signature and seal below, that the findings contained herein are, to my knowledge, accurate and truthful and were developed using current procedures standard to the practice of professional engineering.



*THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:*

Gilberto A Ramirez
2019.04.05 09:13:43 -04'00'

ON THE DATE ADJACENT TO THE SEAL

*PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED
AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY
ELECTRONIC COPIES.*

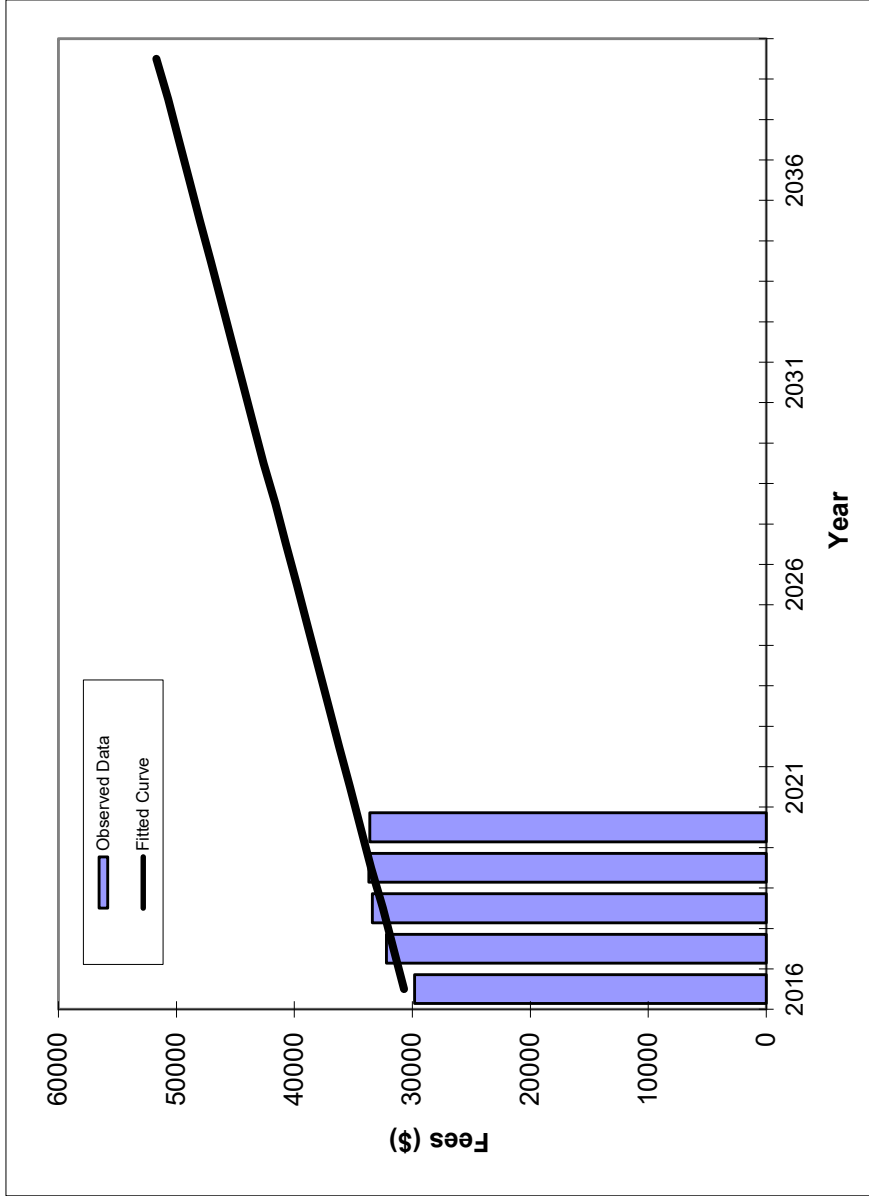
*1970 Dairy Road
West Melbourne, FL 32904
CERTIFICATE OF AUTHORIZATION 9227
Gilberto A. Ramirez, P.E. NO. 62600*

Appendices

Appendix A

Trends Analysis

GROWTH TRENDS



Year	VALUE (\$)	
	Input	Trend**
2016	29,770	30700
2017	32188	31600
2018	33433	32500
2019	33681	33500
2020	33588	34400

**** Annual Trend Increase:** 910
Trend R-squared: 76.4%
Trend Annual Historic Growth Rate: 3.01%
Trend Growth Rate (2020 to Design Year): 2.65%
Printed: 3-Apr-19

Straight Line Growth Option

Appendix B
FDOT Construction Cost

Description	Unit Cost	Belle Terre Pkwy. to Pine Lakes Pkwy. to Royal Pains Pkwy.	Belle Terre Pkwy. to Royal Pains Pkwy.	Belle Terre Pkwy. to Rymfire Dr.	Whiteview Pkwy. to Rymfire Dr.	Belle Terre Pkwy. to Rymfire Dr.	Belle Terre Pkwy. to Royal Pains Pkwy.	Belle Terre Pkwy. to East Hampton	East Hampton Blvd. to SR 100	Belle Terre Blvd. to Clatton Blvd.	Clatton Blvd. to US 1	Karenwood Dr. to Rymfire Dr.	Sub Total
101-01 Mobilization	\$ 42,632.28	1	1	1	1	1	1	1	1	1	1	\$	426,322.84
102-1 Maintenance of Traffic	\$ 21,316.14	1	1	1	1	1	1	1	1	1	1	\$	213,161.42
630-2-11 CONDUIT, F&I, OPEN TRENCH	\$ 5.87	6400	10800	9800	5600	5400	10800	25400	13600	5800	5800	\$	612,828.00
630-2-12 CONDUIT, F&I, DIRECTIONAL BORE	\$ 19.03	640	1080	980	560	540	1080	2540	1360	580	580	\$	198,673.20
635-2-11 PULL & SPLICE BOX, F&I, 13" X 24" COVER	\$ 669.03	43	59	59	31	30	59	140	75	21	21	\$	381,949.23
639-6-1 ELECTRICAL POWER SERVICE-TRANSFORMER, F&I	\$ 1,768.20	1	1	1	1	1	1	1	1	1	1	\$	17,682.00
641-2-13 PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	\$ 6,580.45	1	1	1	1	1	1	1	1	1	1	\$	65,804.50
715-1-12 LIGHTING CONDUCTORS, F&I, INSUL. NO.8-6	\$ 1.06	22150	37066	33634	19220	18533	37066	87173	46676	19642	19642	\$	379,719.56
715-1-13 LIGHTING CONDUCTORS, F&I, INSUL. NO.4-2	\$ 1.55		50	50	50	50	50	50	50	50	50	\$	-
715-1-14 LIGHTING CONDUCTORS, F&I, INSUL. NO.1-0	\$ 2.08		50	50	50	50	50	50	50	50	50	\$	1,040.00
715-4-13 LTG. PL. COMP., F&I STD. FOUND., 40' MOUNTING HEIGHT	\$ 4,878.03	39	54	49	28	27	54	127	68	19	19	\$	2,531,697.57
715-500-1 POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL	\$ 490.80		1	1	1	1	1	1	1	1	1	\$	2,454.00
715-500-3 POLE CABLE DIST. SYSTEM, WALL MOUNT	\$ 338.28		1	1	1	1	1	1	1	1	1	\$	1,691.40
715-7-11 LOAD CENTER, F&I, SCENDARY VOLTAGE	\$ 13,937.78		1	1	1	1	1	1	1	1	1	\$	69,688.90
												Total	\$ 4,902,712.61

Description	Unit Cost	SR 100 to Uturn Tr. 5.	Uturn Tr. 5. to Clatton	Seminole Woods Blvd. to Sesame Blvd.	Seminole Woods Blvd. to Sesame Blvd.	Seminole Woods Blvd. to US 1	East Hampton Blvd. to Ter.	Clatton Blvd. to Ter.	Belle Terre Blvd. to European	Forest Grove Dr. to Ter.	Old Kings Rd. to Ter.	Royal Pains Pkwy. to Ter.	Belle Terre Blvd. to US 1	Sub Total	
101-01 Mobilization	\$ 47,781.50	1	1	1	1	1	1	1	1	1	1	1	1	\$	477,814.96
102-1 Maintenance of Traffic	\$ 23,890.75	1	1	1	1	1	1	1	1	1	1	1	1	\$	238,907.48
630-2-11 CONDUIT, F&I, OPEN TRENCH	\$ 5.87	14400	10600	12000	14200	35000	16000	8000	4800	9000	28000	28000	\$	892,240.00	
630-2-12 CONDUIT, F&I, DIRECTIONAL BORE	\$ 19.03	1440	1060	1200	1420	3500	1600	800	480	900	2800	2800	\$	289,256.00	
635-2-11 PULL & SPLICE BOX, F&I, 13" X 24" COVER	\$ 669.03	53	39	44	52	129	58	29	18	33	102	102	\$	371,646.17	
639-6-1 ELECTRICAL POWER SERVICE-TRANSFORMER, F&I	\$ 1,768.20	1	1	1	1	1	1	1	1	1	1	1	\$	17,682.00	
641-2-13 PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	\$ 6,580.45	1	1	1	1	1	1	1	1	1	1	1	\$	65,804.50	
715-1-12 LIGHTING CONDUCTORS, F&I, INSUL. NO.8-6	\$ 1.06	48788	35904	40656	48101	118589	54200	27087	16263	30492	94856	94856	\$	545,832.16	
715-1-13 LIGHTING CONDUCTORS, F&I, INSUL. NO.4-2	\$ 1.55												\$	-	
715-1-14 LIGHTING CONDUCTORS, F&I, INSUL. NO.1-0	\$ 2.08		50	50	50	50	50	50	50	50	50	50	\$	1,040.00	
715-4-13 LTG. PL. COMP., F&I STD. FOUND., 40' MOUNTING HEIGHT	\$ 4,878.03	48	35	40	47	117	53	26	16	30	93	93	\$	2,463,405.15	
715-500-1 POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL	\$ 490.80		1	1	1	1	1	1	1	1	1	1	\$	3,435.60	
715-500-3 POLE CABLE DIST. SYSTEM, WALL MOUNT	\$ 338.28		1	1	1	1	1	1	1	1	1	1	\$	2,367.96	
715-7-11 LOAD CENTER, F&I, SCENDARY VOLTAGE	\$ 13,937.78		1	1	1	2	1	1	1	1	2	2	\$	125,440.02	
													Total	\$ 5,494,871.99	

Description	Unit Cost	From Belle Terre Blvd to US 1	Harvey Grd.	From US 1 to Ter.	Palm Coast Pkwy. to Ter.	Florida Park Dr. to Palm Harbor	Old Kings Rd. to Ter.	Whiteview Pkwy. to Ter.	From US 1 to Pritchard Dr.	Whiteview Pkwy. to Pine Lakes	Old Kings Rd. to Palm Coast Pkwy.	From Palm Coast Pkwy. to Utility Dr.	Old Kings Rd.	From Utility Dr. to Town Center Blvd.	From SR to Central Ave.	Sub Total
101-01 Mobilization	\$ 33,361.37	1														\$ 33,361.37
102-1 Maintenance of Traffic	\$ 16,680.68	1														\$ 16,680.68
630-2-11 CONDUIT, F&I, OPEN TRENCH	\$ 5.87	3200	10000	54840	10000	10000	37000	3800	35000	6000	20000	2700	20000	2700		\$ 627,150.80
630-2-12 CONDUIT, F&I, DIRECTIONAL BORE	\$ 19.03	3200	1000	5484	1000	1000	3700	380	3500	600	2000	270	2000	270		\$ 203,316.52
635-2-11 PULL & SPLICE BOX, F&I 13" X 24" COVER	\$ 669.03	117	36	200	36	200	135	14	193	33	220	30	220	30		\$ 260,520.28
639-6-1 ELECTRICAL POWER SERVICE-TRANSFORMER, F&I	\$ 1,768.20	1	1	1	1	1	1	1	1	1	1	1	1	1		\$ 7,072.80
641-2-13 PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	\$ 6,580.45	1	1	1	1	1	1	1	1	1	1	1	1	1		\$ 26,321.80
715-1-12 LIGHTING CONDUCTORS, F&I, INSUL, NO.8-6	\$ 1.06	108399	33872	185777	33872	33872	125348	12884	120120	20592	71280	9623	71280	9623		\$ 383,635.20
715-1-13 LIGHTING CONDUCTORS, F&I, INSUL, NO.4-2	\$ 1.55															\$ -
715-1-14 LIGHTING CONDUCTORS, F&I, INSUL, NO.1-0	\$ 2.08	50	50	50	50	50	50	50	50	50	50	50	50	50		\$ 416.00
715-4-13 LTG, PL. COMP., F&I STD. FOUND., 40' MOUNTING HEIGHT	\$ 4,878.03	106	33	182	33	123	123	13	175	30	200	27	200	27		\$ 1,726,822.62
715-500-1 POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL	\$ 490.80	1	1	1	1	1	1	1	1	1	1	1	1	1		\$ 1,963.20
715-500-3 POLE CABLE DIST. SYSTEM, WALL MOUNT	\$ 338.28	1	1	1	1	1	1	1	1	1	1	1	1	1		\$ 1,353.12
715-7-11 LOAD CENTER, F&I, SCENDARY VOLTAGE	\$ 13,937.78	2	1	3	1	1	2									\$ 97,564.46
																\$ 3,836,557.32
																\$ 14,234,141.92

Note: Segments in Grey are not included in cost estimate and have been provided for reference only.

Total Construction Costs \$ 14,234,141.92

Appendix C
FP&L Construction Cost

Table 12
Forecasted Project Schedule

Design	Construction	Roadway Segment	Limits	Estimated	Estimated	Estimated	Estimated
				Length LF	# of lights	Construction	Operating/Month
FY18	FY19	Lakeview Boulevard	From London Dr. to Matanzas Woods Parkway	6,700	44	\$ 50,000.00	\$ 844.36
FY19	FY19	Belle Terre Parkway	From Palm Coast Parkway to Pine Lakes Parkway	3,200	39	\$ 23,000.00	\$ 748.41
FY19	FY19	Belle Terre Parkway	From Pine Lakes Parkway to Parkview Dr. (S)	5,400	54	\$ 37,000.00	\$ 1,036.26
FY19	FY19	Belle Terre Parkway	From Parkview Dr. (S) to Whiteview Parkway	5,400	54	\$ 37,000.00	\$ 1,036.26
				20,700	191	\$ 147,000.00	\$ 3,665.29
FY19	FY20	Belle Terre Parkway	From Whiteview Parkway to Rymfire Drive	4,900	49	\$ 33,375.00	\$ 940.31
FY19	FY20	Belle Terre Parkway	From Rymfire Dr. to Royal Palms Parkway	2,800	28	\$ 19,000.00	\$ 537.32
FY19	FY20	Belle Terre Parkway	From Royal Palms Parkway to East Hampton Boulevard	2,700	27	\$ 18,500.00	\$ 518.13
FY19	FY20	Belle Terre Parkway	From East Hampton Boulevard to SR 100	5,400	54	\$ 37,000.00	\$ 1,036.26
				15,800	158	\$ 107,875.00	\$ 3,032.02
FY20	FY21	Belle Terre Boulevard	From SR100 to Citation Boulevard	12,700	127	\$ 88,500.00	\$ 2,437.13
FY20	FY21	Belle Terre Boulevard	From Citation Boulevard to US 1	6,800	68	\$ 47,000.00	\$ 1,304.92
FY20	FY21	Ravenwood Dr.	From Whiteview Parkway to Rymfire Dr.	2,900	19	\$ 11,250.00	\$ 364.61
				22,400	214	\$ 146,750.00	\$ 4,106.66
FY21	FY22	Seminole Woods Blvd	From SR 100 to Ulaturn Tr. S.	7,200	48	\$ 27,000.00	\$ 921.12
FY21	FY22	Seminole Woods Blvd	From Ulaturn Tr. S. to Citation Boulevard	5,300	35	\$ 20,250.00	\$ 671.65
FY21	FY22	Seminole Woods Blvd	From Citation Boulevard to Sesame Boulevard	6,000	40	\$ 23,000.00	\$ 767.60
FY21	FY22	Seminole Woods Blvd	From Sesame Boulevard to US1	7,100	47	\$ 26,750.00	\$ 901.93
				25,600	170	\$ 97,000.00	\$ 3,262.30
FY22	FY23	Sesame Boulevard	From Seminole Woods Blvd. to Seminole Woods Blvd.	17,500	117	\$ 66,750.00	\$ 2,245.23
FY22	FY23	East Hampton Blvd	Belle Terre Boulevard to terminus	8,000	53	\$ 30,000.00	\$ 1,017.07
				25,500	170	\$ 96,750.00	\$ 3,262.30
FY23	FY24	Citation Boulevard	From Belle Terre Blvd to Laguna Forest Lane	4,000	26	\$ 15,000.00	\$ 498.94
FY23	FY24	Palm Harbor Drive	From Palm Coast Parkway to European Village	2,400	16	\$ 9,000.00	\$ 307.04
FY23	FY24	Forest Grove Drive	From Old Kings Road to Terminus	4,500	30	\$ 17,250.00	\$ 575.70
				10,900	72	\$ 41,250.00	\$ 1,381.68
Future	Future	Royal Palms Parkway	From Belle Terre Blvd. to US 1	14,000	93	\$ 53,000.00	\$ 1,784.67
Future	Future	Rymfire Drive	From Belle Terre Blvd. to US 1	16,000	106	\$ 61,000.00	\$ 2,034.14
Future	Future	Hargrove Grade	From US 1 to Terminus	5,000	33	\$ 18,500.00	\$ 633.27
Future	Future	Palm Coast Parkway	From Florida Park Drive to Palm Harbor PKWY	27,420	182	\$ 105,000.00	\$ 3,492.58
Future	Future	Oak Trail Boulevard	From Old Kings Road to Terminus	5,000	33	\$ 18,500.00	\$ 633.27
				67,420	447	\$ 256,000.00	\$ 8,577.93
Roadway Project		Whiteview Parkway	From US1 to Pritchard Dr.	18,500	123		\$ 2,360.37
Roadway Project		Whitemill Dr.	From Whiteveiw Parkway to Pine Lakes Parkway	1,900	13		\$ 249.47
Roadway Project		Old Kings Road	From Forest Grove Dr. to Palm Coast Parkway	17,500	175		\$ 3,358.25
Roadway Project		Old Kings Road	From Palm Coast Parkway to Utility Dr.	3,000	30		\$ 575.70
Roadway Project		Old Kings Road	From Utility Dr. to Town Center Boulevard	20,000	200		\$ 3,838.00
Roadway Project		Bulldog Drive	From SR 100 to Central Ave.	2,700	27		\$ 518.13
				63,600	568		\$ 10,899.92

Total Construction Cost: \$97,000 + \$107,875 + \$146,750 + \$97,000 + \$96,750 + \$41,250 + \$256,000 = \$842,625

Monthly Maintenance/Operations Cost: \$3,665.29 + \$3,032.02 + \$4,106.66 + \$3,262.30 + \$3,262.30 + \$1,381.68 + \$8,577.93 + 10,899.92 = \$38,188.10

Annual Maintenance/Operations Cost: \$38,188.10 * 12 = \$458,257.20

Appendix D
Brevard County and City of Daytona Beach Data

Brevard County Data

Cost center/Group	210400 - GG Co Wide Street Lights									
210400 STREET LIGHTS	FY 2006	FY 2007	FY 2008	FY 2009	ACTUAL FY 08/09	ACTUAL FY 09/10	ACTUAL FY 10/11	CURRENT FY 10/11	PROPOSED FY 11/12	PROPOSED FY 12/13
Cost elements										
5120000 Regular Salaries									61,695	53,469
5125000 Regular Wages - Sal									54,350	66,506
5129880 Labor Distribution										
5129881 Labor Distribution										
5130000 OTHER SALARIES										
5140000 Overtime										
5210100 FICA									8,876	9,177
5210110 Medicare Match										
5220100 Retirement									6,481	6,698
5230100 Health Ins Prem									25,675	24,683
5230400 Life Insur Premiums									140	144
5240100 Workers Comp									4,874	4,796
5260000 Stip										
Total									162,091	165,473
5450001 Insurance	0	0	0	0	0	107	107	0	1,274	1,317
5450200 General Liability						436.05	107	0	1,274	1,317
5430001 Utility Services	1,856,025	1,717,500	1,717,526	1,917,500	1,758,779	1,670,765	1,656,817	1,865,199	1,865,199	1,699,871
5430500 Electricity	1,788,525	1,650,000	1,670,966	1,917,500	1,738,508	1,670,765	1,656,817	1,865,199	1,865,199	1,698,554
5530000 Road Materials/Supplies	67,500	67,500	46,560		20,271	0	0	0	0	0
Total	1,856,025	1,717,500	1,717,526	1,917,500	1,758,779	1,670,765	1,656,817	1,865,199	1,865,199	1,865,344

ccuneo

From: gramirez
Sent: Friday, March 22, 2019 11:19 AM
To: ccuneo
Subject: FW: Lighting Budget

More data points for you.

Gil Ramirez
Vice President



LTG, Inc.
1970 Dairy Road
W. Melbourne, FL 32904
PH: 321.499.4679 / C: 321.236.2343
gramirez@ltg-inc.us / www.ltg-inc.us

From: Marasco, Lisa M <Lisa.Marasco@brevardfl.gov>
Sent: Thursday, March 21, 2019 8:44 AM
To: gramirez <gramirez@ltg-inc.us>
Subject: RE: Lighting Budget

Gil,

We currently maintain 667 streetlights. 353 for FDOT and 314 for municipalities. WE have budgeted 50k for annual maintenance and rehabilitation and 10k for parts and supplies.

If you need anything else, please let me know.

Thank you,

Lisa Marasco
Traffic Operations Superintendent
Brevard County Public Works
Traffic Operations
580 Manor Dr
Merritt Island, FL 32952
321-455-1440

From: gramirez [<mailto:gramirez@ltg-inc.us>]
Sent: Tuesday, March 19, 2019 6:12 PM
To: Marasco, Lisa M
Cc: ccuneo
Subject: Lighting Budget

Lisa,

We're looking for your budget costs for lighting maintenance, and the number of lights you have to maintain.

Can you please send anything you have within easy reach?

Thanks,

Gil Ramirez, PE
LTG, Inc.
1970 Dairy Road
West Melbourne FL 32904
321.499.4679 Office
321.236.2343 Mobile
www.lassitertransportation.com

City of Daytona Beach Data

ccuneo

From: Blom, Anne <BlomAnne@CODB.US>
Sent: Monday, March 18, 2019 2:52 PM
To: ccuneo
Cc: Waller, David; Holmes, Andrew
Subject: RE: Streetlight Inquiry

Good afternoon Ms. Cuneo,

Our responses are in red font below. Feel free to contact our office for any follow up questions or additional information.

1. How many streetlights citywide are in the public right of way? or How many streetlights are owned by the county?
 - FPL owns and maintains approximately 6,212 streetlights citywide
 - FDOT owns approximately 600 streetlights on State ROW, the City of Daytona Beach Traffic Engineering Division maintains these lights for FDOT
 - The City owns approximately 1,200 streetlight / sidewalk lights, most of which are maintained by the City of Daytona Beach Property Maintenance Division and the Traffic Division maintains ~ 30 of these
 - Volusia County owns and maintains the lighting on the approaches and the spans of the Main Street & Orange Av bridges, the City has no involvement in these lights.
2. Are streetlights owned and maintained by the agency?
 - See #1 above
3. How much budget annually is set aside for streetlight maintenance (including staffing, equipment, materials, etc.)?
 - The City Traffic Engineering division receives approximately \$350,000.00 annually for maintenance and operational cost for the 'on-system' lighting
 - Property Maintenance budgets approximately \$100,000.00 annually for the operation and maintenance of City owned streetlights
4. For city/county own streetlights, does public works maintain the streetlights?
 - See #1 above
5. What are the operational costs (electricity and life-cycle replacement) for streetlights?
 - See #3 above
6. What are the annualized total cost (operational and maintenance) per streetlight?
 - Approximately \$56.00 per streetlight

Thank you,

Anne Blom

Executive Assistant
Public Works/ Administration
386-671-8752

"Live every moment, laugh every day, love beyond words."

From: Holmes, Andrew <HolmesAndrew@CODB.US>
Sent: Monday, March 18, 2019 2:27 PM
To: ccuneo <ccuneo@ltg-inc.us>
Cc: Blom, Anne <BlomAnne@CODB.US>; Waller, David <WallerDavid@CODB.US>
Subject: RE: Streetlight Inquiry

Anne,

Can you review, research, and respond directly to Connie with the information requested?

Thank you,

Andrew J. Holmes, PE | Public Works Director
City of Daytona Beach Public Works Director
950 Bellevue Ave | Daytona Beach, FL 32115
Phone: 386-671-8750 | Email: HolmesAndrew@codb.us

From: ccuneo <ccuneo@ltg-inc.us>
Sent: Monday, March 18, 2019 11:03 AM
To: Holmes, Andrew <HolmesAndrew@CODB.US>
Subject: Streetlight Inquiry

Good morning Mr. Holmes,

I just wanted to follow up about the streetlight inquiry questions I email on February 15,2019 in regards to the street lighting cost evaluation for the City of Palm Coast. I am looking for the following information:

1. How many streetlights citywide are in the public right of way? or How many streetlights are owned by the county?
2. Are streetlights owned and maintained by the agency?
3. How much budget annually is set aside for streetlight maintenance (including staffing, equipment, materials, etc.)?
4. For city/county own streetlights, does public works maintain the streetlights?
5. What are the operational costs (electricity and life-cycle replacement) for streetlights?
6. What are the annualized total cost (operational and maintenance) per streetlight?

Hope all is well. I appreciate your time and help.

Thank you,

Connie Cuneo



LTG, Inc.
1970 Dairy Road
West Melbourne, FL 32904

P. 321.499.4679 / FX: 321.499.4680
ccuneo@ltg-inc.us / www.ltg-inc.us

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

City of Palm Coast, Florida Agenda Item

Agenda Date: 4/30/2019

Department	PLANNING	Amount
Item Key	6324	Account
Subject	ORDINANCE 2019-XX VOLUNTARY ANNEXATION OF 90.7+/- ACRES SOUTH OF STATE ROAD 100, EAST OF BELLE TERRE BLVD. AND WEST OF SEMINOLE WOODS BLVD. FOR PROPERTY OWNED BY JTL GRAND LANDINGS DEVELOPMENT, LLC	
Background :		
<p>JTL Grand Landings Development, LLC, has requested annexation of 90.7 +/- acres of vacant properties generally located south of State Road 100 and east of Belle Terre Blvd. and west of Seminole Woods Blvd.</p> <p>The annexation of the JTL Grand Landings Development, LLC, properties is being accomplished in accordance with Florida Statutes, Chapter 171. The proposed annexation meets the criteria set forth in Subsection 171.043, Florida Statutes.</p> <p>Character of the area to be annexed:</p> <ul style="list-style-type: none"> • The property's boundaries are contiguous to the City's boundary. • The property is reasonably compact, is not part of another incorporated municipality and will be used for urban purposes. • The proposed annexation will not create an enclave. 		
Recommended Action :		
Adopt Ordinance 2019-XX approving a voluntary annexation of 90.7+/- acres south of State Road 100, east of Belle Terre Blvd. and west of Seminole Woods Blvd. for property owned by JTL Grand Landings Development, LLC		

ORDINANCE 2019-_____
ANNEXATION - GRAND LANDINGS

AN ORDINANCE OF THE CITY OF PALM COAST, FLORIDA, ANNEXING BY VOLUNTARY PETITION PROPERTY LOCATED CONTIGUOUS TO THE CITY OF PALM COAST IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; REDEFINING THE BOUNDARIES OF THE CITY OF PALM COAST TO INCLUDE PROPERTIES OWNED BY JTL GRAND LANDINGS LLC, LOCATED GENERALLY SOUTH OF STATE ROAD 100 BETWEEN BELLE TERRE BLVD. AND SEMINOLE WOODS BLVD., APPROXIMATELY 90.7 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR FINDINGS; REDEFINING THE CORPORATE LIMITS OF THE CITY OF PALM COAST, FLORIDA; PROVIDING FOR THE TAKING OF ADMINISTRATIVE ACTIONS; PROVIDING FOR SEVERABILITY, NON-CODIFICATION AND AN EFFECTIVE DATE.

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

WHEREAS, there is one property owner in the area to be annexed, and the City Council of the City of Palm Coast has determined that said property owner has signed a Petition for Annexation either directly or through their agents; and

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

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

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

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

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

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

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

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

SECTION 4. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

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

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

APPROVED on first reading the 7 day of May 2019, at a public hearing.

ADOPTED on second reading after due public notice and hearing this 21st day of May 2019.

CITY OF PALM COAST, FLORIDA

MILISSA HOLLAND, MAYOR

ATTEST:

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

William Reischmann Jr. Esq.
City Attorney

Exhibit A
ANNEXATION AREA - METES AND BOUNDS DESCRIPTION

Parcel ID: 20-12-31-0650-000A0-0012

Part of Section 20, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

POINT OF BEGINNING at the Southeast corner of Lot 1, Block 23, Laguna Forest, Section 64, as recorded in Map Book 18, Page 38, Public Records of Flagler County, Florida, thence North 36°30'37" West along the East line of said Block 23 a distance of 1157.80 feet to a point on the West Line of Section 20, aforesaid; thence North 01°30'02" West departing said block line and along said West section line a distance of 97.86 feet to a point on the South line of the Iroquois Waterway, as recorded in Map Book 549, Page 966, Public Records of Flagler County, Florida; thence North 89°02'13" East along said South line a distance of 1887.28 feet to a point on the West line of those lands recorded in Official Records Book 0553, Page 0159, Public Records of Flagler County, Florida; thence South 02°34'31" East along said West line a distance of 1263.12 feet; thence departing said West line South 89°44'16" West a distance of 1099.33 feet to a point on the East line of Block 4, Laguna Forest, aforesaid; thence North 36°30'37" West along said block line a distance of 257.23 feet to the **POINT OF BEGINNING**.

Said parcel containing 43.89 acres more or less and / or 1,911,850 square fee.

Together With

Parcel ID: 29-12-31-0000-01010-0020 (a portion of)

Part of Section 29, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

Commence at the Northwest corner of those lands described in Official Records Book 1723, Page 0845, Public Records of Flagler County, Florida, thence South 18°31' 43" West along the West line of said lands a distance of 560.69 feet to the **POINT OF BEGINNING**; thence continue along said West line South 18°31'43" West a distance of 641.73 feet to a point on the East line of lands described in Official Records Book 1375, Page 1329, Public Records of Flagler County, Florida; thence North 24°13'06" West along the East line of said lands a distance of 550.40 feet; thence departing said East line North 76°04'49" East a distance of 442.71 feet to the **POINT OF BEGINNING**.

Said parcel containing 2.75 acres more or less and / or 119,872 square feet.

Together With

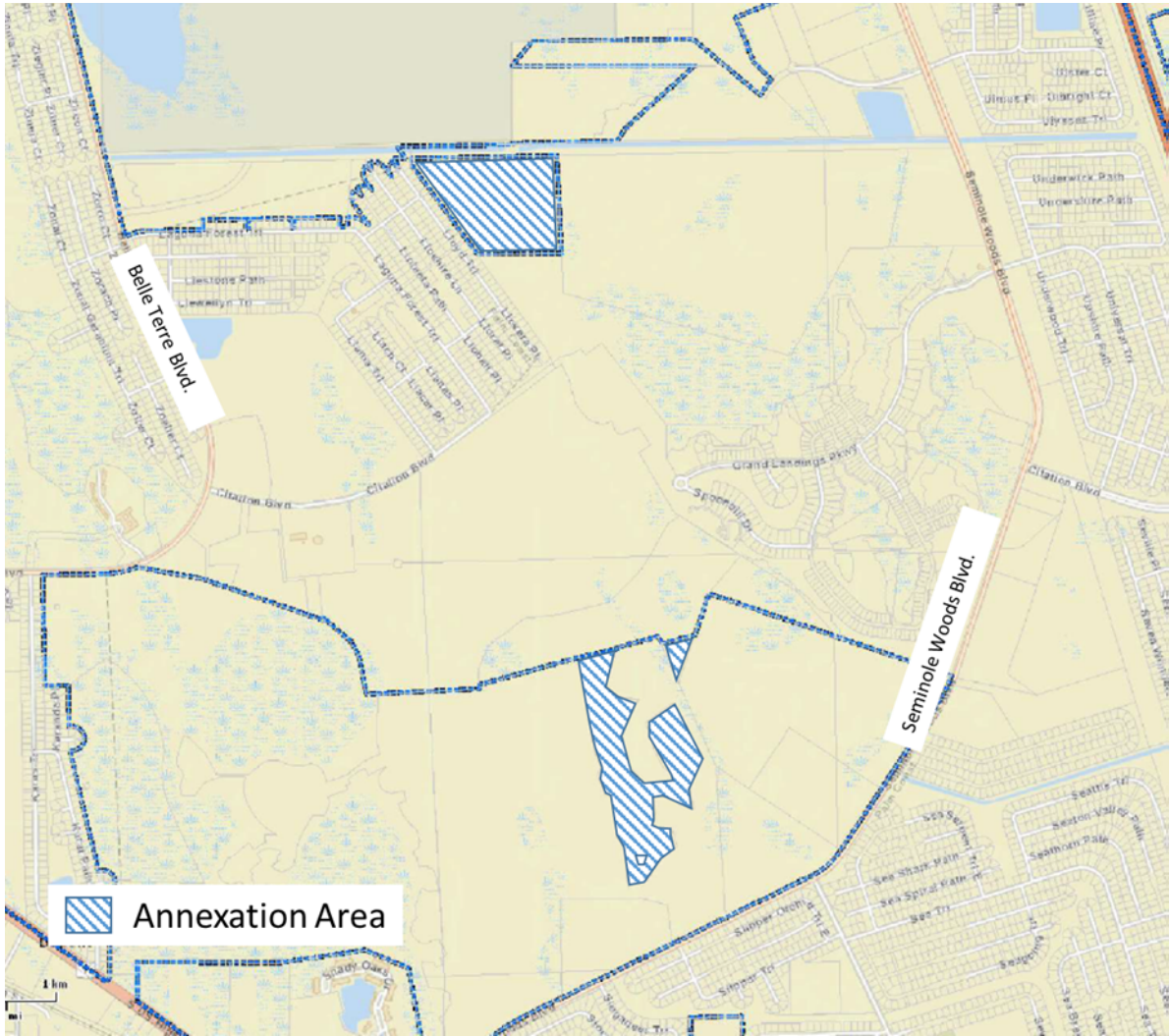
Parcel ID: 29-12-31-0000-01010-0020 (a portion of) & 29-12-31-0000-01010-0023 (a portion of)

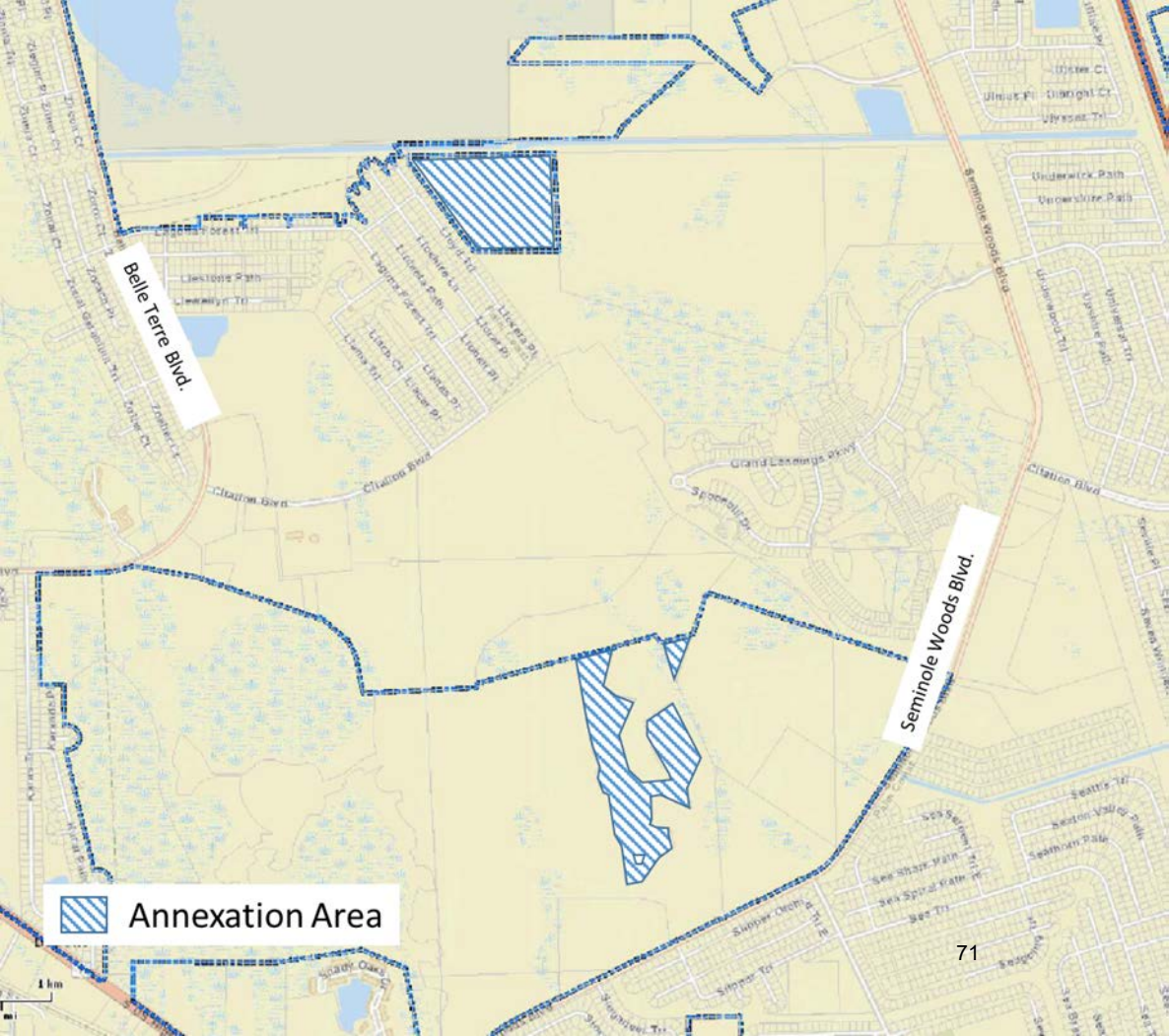
PART OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1723, PAGE 845, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE S18°31'43"W ALONG THE WEST LINE OF SAID LANDS A DISTANCE OF 1202.42 FEET TO A POINT ON THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1375, PAGE 1329, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N24°13'06"W ALONG THE EAST LINE OF SAID LANDS A DISTANCE OF 648.60 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE S75°07'44"W ALONG THE NORTH LINE OF SAID LANDS A DISTANCE OF 547.25 FEET TO THE POINT OF BEGINNING; THENCE S75°28'44"W A DISTANCE OF 492.31 FEET; THENCE ALONG THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1375, PAGE 1329, AFORESAID THE FOLLOWING COURSES AND DISTANCES, S08°33'17"E A DISTANCE OF 1204.63 FEET; THENCE S21°31'33"E A DISTANCE OF 231.71 FEET; THENCE S19°36'50"W A DISTANCE OF 119.80 FEET; THENCE S23°03'10"E A DISTANCE OF 266.90 FEET; THENCE N61°27'01"E A DISTANCE OF 72.25 FEET; THENCE S21°31'33"E A DISTANCE OF 25.00 FEET; THENCE S24°44'50"E A DISTANCE OF 109.86 FEET; THENCE S02°50'42"E A DISTANCE OF 443.43 FEET; THENCE S38°46'38"E A DISTANCE OF 155.36 FEET; THENCE S05°31'05"E A DISTANCE OF 521.33 FEET; THENCE N73°59'21"E A DISTANCE OF 259.08 FEET; THENCE N30°18'30"E A DISTANCE OF 338.21 FEET; THENCE N56°02'13"E A DISTANCE OF 256.60 FEET; THENCE N17°18'02"W A DISTANCE OF 245.64 FEET; THENCE N87°58'47"W A DISTANCE OF 188.15 FEET; THENCE N43°23'44"W A DISTANCE OF 70.31 FEET; THENCE N15°25'25"E A DISTANCE OF 131.43 FEET; THENCE N08°57'10"W A DISTANCE OF 221.74 FEET; THENCE N87°20'40"E A DISTANCE OF 215.08 FEET; THENCE S61°08'13"E A DISTANCE OF 365.39 FEET; THENCE N12°27'20"W A DISTANCE OF 282.17 FEET; THENCE N22°28'43"E A DISTANCE OF 424.41 FEET; THENCE N28°35'48"W A DISTANCE OF 795.82 FEET; THENCE S54°59'59"W A DISTANCE OF 426.05 FEET; THENCE S17°21'11"E A DISTANCE OF 363.39 FEET; THENCE S27°42'03"E A DISTANCE OF 252.43 FEET; THENCE S43°50'42"E A DISTANCE OF 194.13 FEET; THENCE S03°24'22"W A DISTANCE OF 68.13 FEET; THENCE S89°33'00"W A DISTANCE OF 376.08 FEET; THENCE N40°54'31"W A DISTANCE OF 373.09 FEET; THENCE N07°01'37"W A DISTANCE OF 373.59 FEET; THENCE N27°35'02"E A DISTANCE OF 477.92 FEET; THENCE N83°09'02"W A DISTANCE OF 296.11 FEET; THENCE N39°33'00"W A DISTANCE OF 205.29 FEET; THENCE N16°56'05"E A DISTANCE OF 492.36 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE WELL SITE AREA DESCRIBED IN OFFICIAL RECORDS BOOK 601, PAGE 1977, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

SAID PARCEL CONTAINING 44.06 ACRES MORE OR LESS AND / OR 1,919,247 SQUARE FEET.

EXHIBIT "B"
DEPICTION OF ANNEXATION AREA





Belle Terre Blvd.

Seminole Woods Blvd.

 Annexation Area

City of Palm Coast, Florida Agenda Item

Agenda Date: 04/30/2019

Department	PLANNING	Amount	
Item Key	6328	Account	
		#	
Subject	RESOLUTION 2019-XX, A RESOLUTION APPROVING AN AGREEMENT FOR CONSENT TO VOLUNTARY ANNEXATION OF 90+/- ACRES OWNED BY JTL GRAND LANDINGS DEVELOPMENT, LLC		
Background:	<p>JTL Grand Landings Development, LLC, owner of 90+/- acres located south of SR 100 between Belle Terre Blvd. and Seminole Woods Blvd., is requesting annexation of said lands into the City of Palm Coast. The attached Agreement for Consent to Voluntary Annexation serves as the owner's voluntary petition to annex into the City of Palm Coast. This agreement outlines the provision of public facilities, as well as the conceptual land use classifications and zoning designations for the subject properties.</p>		
Recommended Action:	Adopt Resolution 2019-XX, approving an agreement for Consent to Voluntary Annexation with JTL Grand Landings Development, LLC.		

RESOLUTION 2019 - ____
JTL GRAND LANDINGS DEVELOPMENT, LLC
AGREEMENT FOR CONSENT TO VOLUNTARY ANNEXATION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE AGREEMENT FOR CONSENT TO VOLUNTARY ANNEXATION WITH JTL GRAND LANDINGS DEVELOPMENT, LLC; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, JTL Grand Landings Development, LLC, is requesting annexation into the City of Palm Coast; and

WHEREAS, the City desires to annex in the property known as JTL Grand Landing Development, LLC; and

WHEREAS, the City of Palm Coast desires to approve the Agreement for Consent to Voluntary Annexation with JTL Grand Landings Development, LLC.

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

SECTION 1. APPROVAL OF THE AGREEMENT FOR CONSENT TO VOLUNTARY ANNEXATION. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Agreement for Consent to Voluntary Annexation with JTL Grand Landings Development, LLC, as attached hereto and incorporated herein as Exhibit "A."

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

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent

jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 7th day of May 2019.

CITY OF PALM COAST, FLORIDA

MILISSA HOLLAND, MAYOR

ATTEST:

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit “A” – Agreement for Consent to Voluntary Annexation

Approved as to form and legality

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

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

AGREEMENT FOR CONSENT TO VOLUNTARY ANNEXATION

THIS AGREEMENT FOR CONSENT TO VOLUNTARY ANNEXATION (“Agreement”) is made and entered into by and between the **City of Palm Coast**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the “City”), whose address is 160 Lake Avenue, Palm Coast, Florida 32164 and **JTL Grand Landings Development, LLC**, having an address of 16660 Dallas Parkway, Suite 1600, Dallas, TX 75248 (hereinafter referred to as the “Owner”) this ____ day of _____, 2019, (the “Effective Date”) and shall automatically become null and void unless the events described in Section 12, below, have occurred on or before the date set forth herein.

WITNESSETH

WHEREAS, the Owner owns certain real property located in Flagler County, Florida, consisting of approximately 90.7 acres, which real property is more particularly described in **Exhibit “A”** attached hereto (hereinafter referred to as the Property”); and

WHEREAS, the Properties are designated Residential: Low Density/Rural on the Future Land Use Map of the Flagler County Comprehensive Plan; and

WHEREAS, the Properties are zoned I-PUD – Industrial Planned Unit Development and NRC-PUD – New Rural Communities as provided for in the Land Development Code of Flagler County; and

WHEREAS, under Section 171.0413(1), *Florida Statutes*, property sought to be annexed must be compact and contiguous to the boundaries of the annexing municipality; and

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

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

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

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

(b) The governing body of a municipality may expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic development goals constitutes a public purpose. The provisions of this chapter which confer powers and duties on the governing body of a municipality, including any powers not specifically prohibited by law which can be exercised by the governing body of a municipality, shall be liberally construed in order to effectively carry out the purposes of this subsection.

and

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

and

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, for and in consideration of the Owner's consent to the City's proposal to annex the Property pursuant to Section 171.0413, *Florida Statutes*, the mutual covenants and agreements contained herein, and other good and valuable consideration each to the other provided, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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

Section 2. Annexation. This Agreement, upon execution by the Owner, shall serve as and constitute the Owner's consent to the City's proposal to annex the Property pursuant to Section 171.0413, *Florida Statutes*.

Section 3. No Annexation Fees. It is understood and agreed that no fees, costs or expenses will be charged to or become due from the Owner to the City or to any other governmental authority, private individual or entity on account of or in connection with the City's review and

processing of the annexation petition or the annexation of the Property into the corporate limits of the City; provided, however, that the Owner shall pay its own attorney's fees and consulting fees.

Section 4. Development Conditions and Public Facilities.

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

Section 5. General Obligations.

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

Nothing in this Agreement requires the Owner to develop the Property, and the parties recognize that the Owner may determine to continue its existing uses on all or part of the Property for an extended period of time.

Section 6. Deannexation/Contraction. Any potential proposed deannexation(s) or contractions of the Property or any part or parts of the Property will be considered in accordance with the provisions of Chapter 171, *Florida Statutes*. In the event of any successful litigation brought by any third party or governmental entity not a party to this Agreement such as, but not limited to, Flagler County, Florida, as a result of the annexation or this Agreement, or in the event of any termination of this Agreement under Section 12(B) and (C), the City agrees to cooperate in any deannexation or contraction to remove the Property from the City and to allow the Owner to terminate this Agreement, to the extent allowed by law.

Section 7. Duty to Cooperate/Comprehensive Plan Amendment, Etc.

- (A) The City and the Owner agree to cooperate at all times in a timely manner and in good faith in the acquisition and exercise of development rights and entitlements in the Property consistent with any and all applicable and current Development Agreement(s) and/or Land Development Code requirements. This good faith cooperation by the City and the Owner shall extend to the acquisition by the Owner of all applicable necessary local, State and Federal permits, development orders, licenses, easements and other approvals or rights in connection with the development of the Property in accordance with all applicable land use, zoning, land development, building and construction regulations; provided, however, that the Owner recognizes the City's continued ability to charge Owner application or review fees for permits or approvals issued by the City (other than annexation) based on the City's adopted application fee schedule.
- (B) The City will develop the Comprehensive Plan Amendment contemplated by this Agreement, and the Owner will cooperate with the City by providing the City with all requested data and analysis to include the annexed property in the City Comprehensive Plan. The City will promptly consider the proposed Comprehensive Plan Amendment.

Section 8. Limitation of Funding Obligations. Notwithstanding anything to the contrary stated elsewhere in this Agreement, the City shall have no obligation to Owner under this Agreement other than to provide water and sewer services to the Property.

Section 9. Further Assurances. In addition to the acts recited in or set forth in this Agreement, the City and the Owner agree to perform or cause to be performed, in a timely manner, any and all further acts as may be reasonably necessary to implement the provisions of this Agreement, including, but not limited to, the execution and recordation of further instruments; provided, however, that the City's obligations shall be subject to such limitations of law as may be applicable to municipalities.

Section 10. Limitation of Remedies. The parties hereby agree not to pursue an award of monetary damages for a breach of or non-performance by the other party under this Agreement. The only remedies of the other party available against the non-performing party under this Agreement shall be either to withhold further performance under the Agreement until the non-

performing party or parties cure the non-performance or to seek a court order from the Circuit Court of the Seventh Judicial Circuit in and for Flagler County, Florida, requiring the non-performing party to fulfill its obligations under the Agreement. However, nothing in this Agreement shall be construed to limit the right of either the Owner or the City to pursue any and all available remedies, if any, under non-tort or constitutional law related to a party's non-performance under the Agreement. The City shall not be deemed to have waived sovereign immunity in any manner or respect, provided this provision shall not limit the City's contractual obligations under this Agreement. This limitation of remedies shall not affect the Owner's rights to terminate this Agreement or withdraw its consent to the City's proposal to annex the Property pursuant to Section 171.0413, *Florida Statutes*, as provided in Section 12(D), prior to the final reading of the ordinance annexing the property into the City.

Section 11. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties to this Agreement, and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective designated representatives, successors and assigns.

Section 12. Effectiveness of Agreement.

- (A) This Agreement shall serve as the Owner's consent to the City's proposal to annex the Property pursuant to Section 171.0413, *Florida Statutes*, which may be relied on by the City in accordance with the terms of this Agreement upon the Owner's execution of the Agreement, but shall become effective as an agreement between the Owner and the City upon its being duly executed by the City. If the City does not execute this Agreement or does not complete the annexation of the Property, both within 120 days of the date that Owner has executed this Agreement, then the petition for annexation may be revoked by the Owner and, upon demand, the City shall immediately record, at the City's expense, a Notice of Termination of this Agreement in the Public Records of Flagler County, Florida. Notwithstanding the foregoing, in the event that the City does not approve that agreement referenced in Section 2 and attached as Ex. B, between the Owner and the City, then the Owner's consent to the City's proposal to annex the Property pursuant to Section 171.0413, *Florida Statutes*, shall be deemed withdrawn and this Agreement shall be of no further force and effect.
- (B) Notwithstanding the provisions of this Agreement to the contrary, the Owner may terminate this Agreement by notifying the City, in writing, of such termination on or before the later of 30 days following (i) any successful legal challenge to this Agreement, or (ii) any successful legal challenge to the annexation filed by any third parties or governmental entities not a party to this Agreement, including, but not limited to, Flagler County, Florida.

Section 13. Indemnification. City agrees to indemnify the Owner from any and all claims arising from the negligent acts or omissions of City or its officers, employees or agents under and pursuant to this Agreement. The foregoing indemnification of the Owner by City shall not be

construed to extend to the costs of litigation including attorney's fees, unless caused by the negligence of City, as aforesaid, or in the event that Flagler County adds the Owner as a party to any legal action brought by Flagler County against the City to enforce the terms of the Settlement Agreement recorded in Official Records Book 1560, Page 471, of the Public Records of Flagler County, Florida. Compensation to the Owner's attorney shall be limited to the City attorney's hourly rate. Owner agrees to indemnify the City from any and all claims arising from the negligent acts or omissions of Owner or its officers, employees or agents under and pursuant to this Agreement. The foregoing indemnification of the City by Owner shall not be construed to extend to the costs of litigation, including attorneys' fees, unless caused by the negligence of Owner, as aforesaid.

Section 14. Time of the Essence. Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement.

Section 15. Successors and Assigns. This Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and the Owner and their respective successors in interest.

Section 16. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Further, to the extent permissible by law, if there is a conflict between this Agreement and the terms of the City Code, the terms of this Agreement shall control.

Section 17. Binding Effect. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

Section 18. Recording. Upon the Owner's execution of this Agreement, the City shall at the City's sole cost and expense, record a fully executed counterpart of the Owner signed counterpart of this Agreement in the Public Records of Flagler County, Florida and similarly upon the City's execution of this Agreement, the City shall at the City's sole cost and expense, record a fully executed counterpart of the City signed counterpart of this Agreement in the Public Records of Flagler County, Florida.

Section 19. Choice of Law and Venue. Florida law shall govern the interpretation and enforcement of this Agreement. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be in Flagler County, Florida.

Section 20. Effect on Change in Law. If State or Federal laws are enacted after execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as is necessary to comply with the relevant State or Federal laws and the intent of the parties; provided, however, that the City agrees that it shall not modify this Agreement in any manner which would in any way be inconsistent with the intent of the parties to provide for development of the Property in accordance with the terms and conditions hereof, except where required by law.

Section 21. Construction or Interpretation of the Agreement. This Agreement is the result of bona fide arms length negotiations between the City and the Owner and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

Section 22. Permits, Conditions, Terms or Restrictions. The failure of this Agreement to address a particular permit, condition, term or restriction existing at the time of execution of this Agreement shall not relieve Owner of the necessity of complying with the law governing said permitting requirement, condition, term, or restriction.

Section 23. Attorneys' Fees and Costs. In the event of any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in pre-litigation negotiation, litigation at the trial level, or upon appeal or any bankruptcy or collection proceedings.

Section 24. Captions/Exhibits.

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

Section 25. Parties Bound. Following the recordation of this Agreement, the benefits and burdens of this Agreement shall become a covenant running with the title to the Property, and all parts thereof, and this Agreement shall be binding upon and inure to the benefit of both the City and the Owner, and its successors in interest to said Property, and all parts thereof.

Section 26. Severability. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by either party to the Agreement or substantially increase the burden of either party to the Agreement, shall be held to be unconstitutional, invalid or unenforceable to any extent by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of the Agreement.

Section 27. Notices. Any notice that is to be delivered hereunder shall be in writing and shall be deemed to be delivered (whether or not actually received) when (i) hand delivered to the official hereinafter designated; (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested; or (iii) upon receipt of such notice when deposited with Federal Express or other nationally recognized overnight or next day courier, addressed to the parties as follows (facsimile transmittal is not acceptable as a form of notice in this Agreement):

To the City:
City Manager
City of Palm Coast
City Hall
160 Lake Avenue
Palm Coast, Florida 32164

To the Owner:
JTL Grand Landings Development
16660 Dallas Parkway, Suite 1600
Dallas, TX 75248

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

Section 28. Entire Agreement. This Agreement constitutes the complete and entire agreement between the City and the Owner with respect to the subject matter hereof, and supersedes any and all prior agreements, arrangements or understandings, whether oral or written, between the parties relating thereto with respect to the terms of this Agreement, all of which have been integrated herein.

Section 29. Modification. This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith approved by the City.

Section 30. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

Done and Ordered on the date first written above.

As approved and authorized for execution by the City Manager of the City of Palm Coast on _____, 2019.

ATTEST:

CITY OF PALM COAST, FLORIDA

Virginia Smith, City Clerk

Mathew Morton
City Manager

OWNER’S CONSENT AND AGREEMENT

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

WITNESSES:

JTL Grand Landings Development, LLC,
a Texas limited liability company

Print Name: _____

By: _____
David West, Its Manager

Print Name: _____

STATE OF TEXAS
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by David West, Manager of JTL Grand Landings Development, LLC, a Texas limited liability company, who is personally known to me and who executed the foregoing.

Notary Public
My Commission Expires: _____

Exhibit A
ANNEXATION AREA - METES AND BOUNDS DESCRIPTION

Parcel ID: 20-12-31-0650-000A0-0012

Part of Section 20, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

POINT OF BEGINNING at the Southeast corner of Lot 1, Block 23, Laguna Forest, Section 64, as recorded in Map Book 18, Page 38, Public Records of Flagler County, Florida, thence North 36°30'37" West along the East line of said Block 23 a distance of 1157.80 feet to a point on the West Line of Section 20, aforesaid; thence North 01°30'02" West departing said block line and along said West section line a distance of 97.86 feet to a point on the South line of the Iroquois Waterway, as recorded in Map Book 549, Page 966, Public Records of Flagler County, Florida; thence North 89°02'13" East along said South line a distance of 1887.28 feet to a point on the West line of those lands recorded in Official Records Book 0553, Page 0159, Public Records of Flagler County, Florida; thence South 02°34'31" East along said West line a distance of 1263.12 feet; thence departing said West line South 89°44'16" West a distance of 1099.33 feet to a point on the East line of Block 4, Laguna Forest, aforesaid; thence North 36°30'37" West along said block line a distance of 257.23 feet to the **POINT OF BEGINNING**.

Said parcel containing 43.89 acres more or less and / or 1,911,850 square fee.

Together With

Parcel ID: 29-12-31-0000-01010-0020 (a portion of)

Part of Section 29, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

Commence at the Northwest corner of those lands described in Official Records Book 1723, Page 0845, Public Records of Flagler County, Florida, thence South 18°31' 43" West along the West line of said lands a distance of 560.69 feet to the **POINT OF BEGINNING**; thence continue along said West line South 18°31'43" West a distance of 641.73 feet to a point on the East line of lands described in Official Records Book 1375, Page 1329, Public Records of Flagler County, Florida; thence North 24°13'06" West along the East line of said lands a distance of 550.40 feet; thence departing said East line North 76°04'49" East a distance of 442.71 feet to the **POINT OF BEGINNING**.

Said parcel containing 2.75 acres more or less and / or 119,872 square feet.

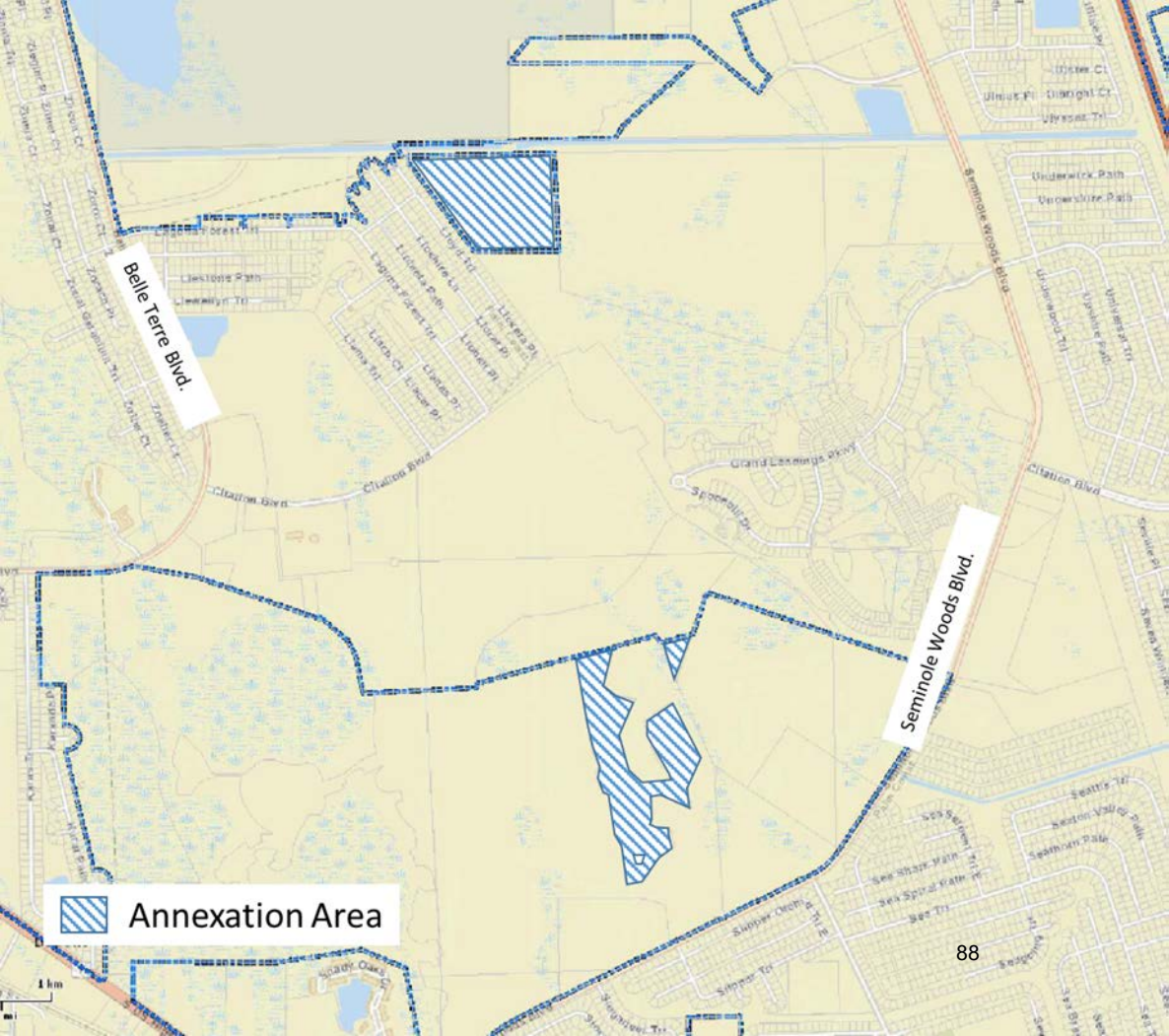
Together With

Parcel ID: 29-12-31-0000-01010-0020 (a portion of) & 29-12-31-0000-01010-0023 (a portion of)

PART OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1723, PAGE 845, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE S18°31'43"W ALONG THE WEST LINE OF SAID LANDS A DISTANCE OF 1202.42 FEET TO A POINT ON THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1375, PAGE 1329, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N24°13'06"W ALONG THE EAST LINE OF SAID LANDS A DISTANCE OF 648.60 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE S75°07'44"W ALONG THE NORTH LINE OF SAID LANDS A DISTANCE OF 547.25 FEET TO THE POINT OF BEGINNING; THENCE S75°28'44"W A DISTANCE OF 492.31 FEET; THENCE ALONG THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1375, PAGE 1329, AFORESAID THE FOLLOWING COURSES AND DISTANCES, S08°33'17"E A DISTANCE OF 1204.63 FEET; THENCE S21°31'33"E A DISTANCE OF 231.71 FEET; THENCE S19°36'50"W A DISTANCE OF 119.80 FEET; THENCE S23°03'10"E A DISTANCE OF 266.90 FEET; THENCE N61°27'01"E A DISTANCE OF 72.25 FEET; THENCE S21°31'33"E A DISTANCE OF 25.00 FEET; THENCE S24°44'50"E A DISTANCE OF 109.86 FEET; THENCE S02°50'42"E A DISTANCE OF 443.43 FEET; THENCE S38°46'38"E A DISTANCE OF 155.36 FEET; THENCE S05°31'05"E A DISTANCE OF 521.33 FEET; THENCE N73°59'21"E A DISTANCE OF 259.08 FEET; THENCE N30°18'30"E A DISTANCE OF 338.21 FEET; THENCE N56°02'13"E A DISTANCE OF 256.60 FEET; THENCE N17°18'02"W A DISTANCE OF 245.64 FEET; THENCE N87°58'47"W A DISTANCE OF 188.15 FEET; THENCE N43°23'44"W A DISTANCE OF 70.31 FEET; THENCE N15°25'25"E A DISTANCE OF 131.43 FEET; THENCE N08°57'10"W A DISTANCE OF 221.74 FEET; THENCE N87°20'40"E A DISTANCE OF 215.08 FEET; THENCE S61°08'13"E A DISTANCE OF 365.39 FEET; THENCE N12°27'20"W A DISTANCE OF 282.17 FEET; THENCE N22°28'43"E A DISTANCE OF 424.41 FEET; THENCE N28°35'48"W A DISTANCE OF 795.82 FEET; THENCE S54°59'59"W A DISTANCE OF 426.05 FEET; THENCE S17°21'11"E A DISTANCE OF 363.39 FEET; THENCE S27°42'03"E A DISTANCE OF 252.43 FEET; THENCE S43°50'42"E A DISTANCE OF 194.13 FEET; THENCE S03°24'22"W A DISTANCE OF 68.13 FEET; THENCE S89°33'00"W A DISTANCE OF 376.08 FEET; THENCE N40°54'31"W A DISTANCE OF 373.09 FEET; THENCE N07°01'37"W A DISTANCE OF 373.59 FEET; THENCE N27°35'02"E A DISTANCE OF 477.92 FEET; THENCE N83°09'02"W A DISTANCE OF 296.11 FEET; THENCE N39°33'00"W A DISTANCE OF 205.29 FEET; THENCE N16°56'05"E A DISTANCE OF 492.36 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE WELL SITE AREA DESCRIBED IN OFFICIAL RECORDS BOOK 601, PAGE 1977, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

SAID PARCEL CONTAINING 44.06 ACRES MORE OR LESS AND / OR 1,919,247 SQUARE FEET.



Belle Terre Blvd.

Seminole Woods Blvd.

 Annexation Area

City of Palm Coast, Florida Agenda Item

Agenda Date : 4/30/2019

Department	STORMWATER	Amount
Item Key	6333	Account
Subject	RESOLUTION 2019-XX APPROVING A RIGHT-OF-ROW AQUISITION/LAND DONATION TO FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE MATANZAS WOODS PARKWAY/US1 ROUNDABOUT	
Background :	The Florida Department of Transportation is requesting a donation of land to be utilized in the interest of the City of Palm Coast for the Matanzas Woods Parkway/US roundabout.	
Recommended Action :	Approving Resolution 2019-XX a ROW acquisition/land donation to FDOT for the Matanzas Woods Parkway/US Roundabout from the City of Palm Coast.	

RESOLUTION 2019-____
LAND DONATION
TO FLORIDA DEPARTMENT OF TRANSPORTATION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE DONATION OF A RIGHT-OF-WAY LAND TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FROM THE CITY OF PALM COAST FOR THE MATANZAS PARKWAY/US 1 ROUNDABOUT PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (FDOT) proposes to construct or improve State Road No. 5, Section No. 73010, F.P. No. 437595 1, in Flagler County, Florida; and

WHEREAS, it is necessary that certain lands now owned by the City of Palm coast, Florida, be acquired by the State of Florida Department of Transportation; and

WHEREAS, said property is not needed for City purposes; and

WHEREAS, FDOT has made application to said City to execute and deliver to FDOT a deed, or deeds, in favor of the FDOT, conveying all rights, title and interest that said City has in and to said lands required for transportation purposes and said request having been duly considered.

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

SECTION 1. APPROVAL OF LAND DONATION. The City Council of the City of Palm Coast hereby approves the deed, or deeds, for transportation purposes which are in the public or community interest and for public welfare and the land needed for transportation purposes is not needed for City purposes; that a deed, or deeds, in favor of the State of Florida Department of Transportation conveying all right, title and interest of City of Palm Coast, Florida, as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute any necessary documents to effectuate the transfer of the lands to the Florida Department of Transportation.

SECTION 3. DIRECTION TO CITY CLERK. That a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 719 South Woodland Blvd. DeLand Florida, 32720-6834.

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 7th day of May 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A - Deed transferring land to FDOT

Approved as to form and legality

William E. Reischmann, Jr., Esquire
City Attorney



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720-6834
NOTICE TO OWNER

KEVIN J. THIBAUT, P.E.
SECRETARY

Date: 4/22/19

ITEM/SEGMENT #: 4375951
MANAGING DISTRICT: 05
F.A.P. #:
STATE ROAD #: SR 5
COUNTY: Flagler
PARCEL #: 100

City of Palm Coast, a Municipality of The State Of Florida
160 Lake Ave.
Palm Coast, FL 32164

Dear Property Owner,

The Florida Department of Transportation is planning the following improvement of the above referenced transportation facility:

Widening of SR 5

Our research shows you own property needed for this project. This letter, along with the enclosed pamphlet entitled **Acquisition Process**, explains your rights and options and the process we must follow by law in acquiring your property. The following enclosed documents identify the property that is needed:

Legal Description and/or Right of Way Map

If you no longer own this property, please refer to the enclosed questionnaire.

We recognize that a proposed transportation project, particularly one which requires the acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options and responsibilities, and make all necessary arrangements. Throughout this process, we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law, and that you receive a fair price for your property.

Under Federal and State law, you are entitled to certain rights and protections when the State must acquire real estate from you. The following is a summary of your rights:

- You may accompany the Department's appraiser when your property is inspected as part of the process for valuing your property.
- You may obtain copies of the Department's appraisal, right of way maps and construction plans.
- We will make a written offer to you to purchase your property and will negotiate with you, in good faith, to reach a mutually acceptable purchase price.
- If we cannot agree on a purchase price, we will not file a condemnation lawsuit until at least 30 days after you receive our initial written offer.
- You will receive no less than full compensation for the property acquired. Full compensation includes, the value of the real estate acquired together with damages, if any, to your remaining property.
- You may be eligible for relocation assistance benefits if you are required to move or move personal possessions from the property we acquire.
- You may receive reimbursement for reasonable attorney fees and other reasonable costs you incur for appraisal and other services associated with the Department's acquisition.

Your rights and options are more fully explained in the enclosed pamphlet entitled **Acquisition Process**. We encourage you to read this pamphlet carefully and contact us if you have any questions.

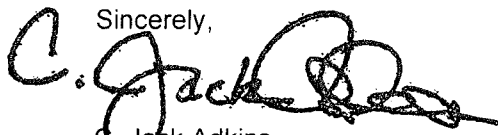
You may be contacted by attorneys, appraisers or others requesting a commitment from you to use their services in dealing with the Department. As previously mentioned, the Department will pay for certain types of services. However, by law, there are limitations placed on what the Department can pay. We encourage you to contact us and allow us to fully explain our reimbursement process.

Over the coming months, you will be contacted by various Department representatives who will schedule property inspections, assess your relocation needs, and negotiate with you for the purchase of your property. If you have questions about any aspect of our acquisition process or if you have information that would help us to determine a fair value for your property or help us provide service to you, please let them know. Regardless of whether or not we reach an agreement on the purchase of your property, we will do our best to be sensitive and responsive to your needs.

I encourage you to fill out and return the enclosed questionnaire in the postage-paid envelope provided. This information will help us begin working with you to reach a mutually acceptable settlement for your property. If you experience any problems, please do not hesitate to contact:

Leslie Premo, Right of Way Agent
719 South Woodland Blvd, MS 551
DeLand, FL 32720-6834
(386) 943-5102

Sincerely,




C. Jack Adkins
District Right of Way Manager
By: Leslie Premo



Enclosures:

Questionnaire
Return Envelope
Legal Description (and/or right of way map)
Acquisition Process Pamphlet
CC: Records Management

Received by: 

Certified Mail Number:

Date: 4/22/2019

03-BSD05 -03/07

April 5, 2019

This instrument prepared by

Suzette K. Hicks

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 100.1

SECTION 73010

F.P. NO. 437595 1

STATE ROAD 5

COUNTY Flagler

CITY DEED

THIS DEED, made this _____ day of _____, _____ by the CITY OF PALM COAST, a municipality of the State of Florida, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in FLAGLER County, Florida, viz:

PARCEL NO. 100

SECTION 73010

F.P. NO. 437595 1

All the rights and interest of CITY OF PALM COAST, in and to the existing right of way of dedicated and used State Road No. 5 and the existing right of way of portions of Matanzas Woods Parkway, lying within the required State Road right of way as shown on the Right of Way Map of Section 73010, F.P. No. 437595 1, State Road No. 5 as filed in the Office of the Department of Transportation in DeLand, Florida, as shown on Exhibit A, attached hereto.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the said grantee forever.

PARCEL NO. 100.1
SECTION 73010
F.P. NO. 437595 1
PAGE 2

PROVIDED that the following rights are reserved to Grantor:

1. The Grantor shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the Grantor or require the Grantor to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to, the cost of acquiring appropriate easements.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
3. The Grantor shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
4. The Grantor agrees to repair any damage caused by the Grantor to F.D.O.T.'s facilities and to indemnify to the extent permitted under Florida Law the F.D.O.T. against any loss or damage resulting from the Grantor exercising its rights outlined in Paragraphs 1 and 3 above.

PARCEL NO. 100.1
SECTION 73010
F.P. NO. 437595 1
PAGE 3

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

CITY OF PALM COAST

SIGNATURE LINE
PRINT/TYPE NAME: _____

By: _____
Its Mayor

SIGNATURE LINE
PRINT/TYPE NAME: _____

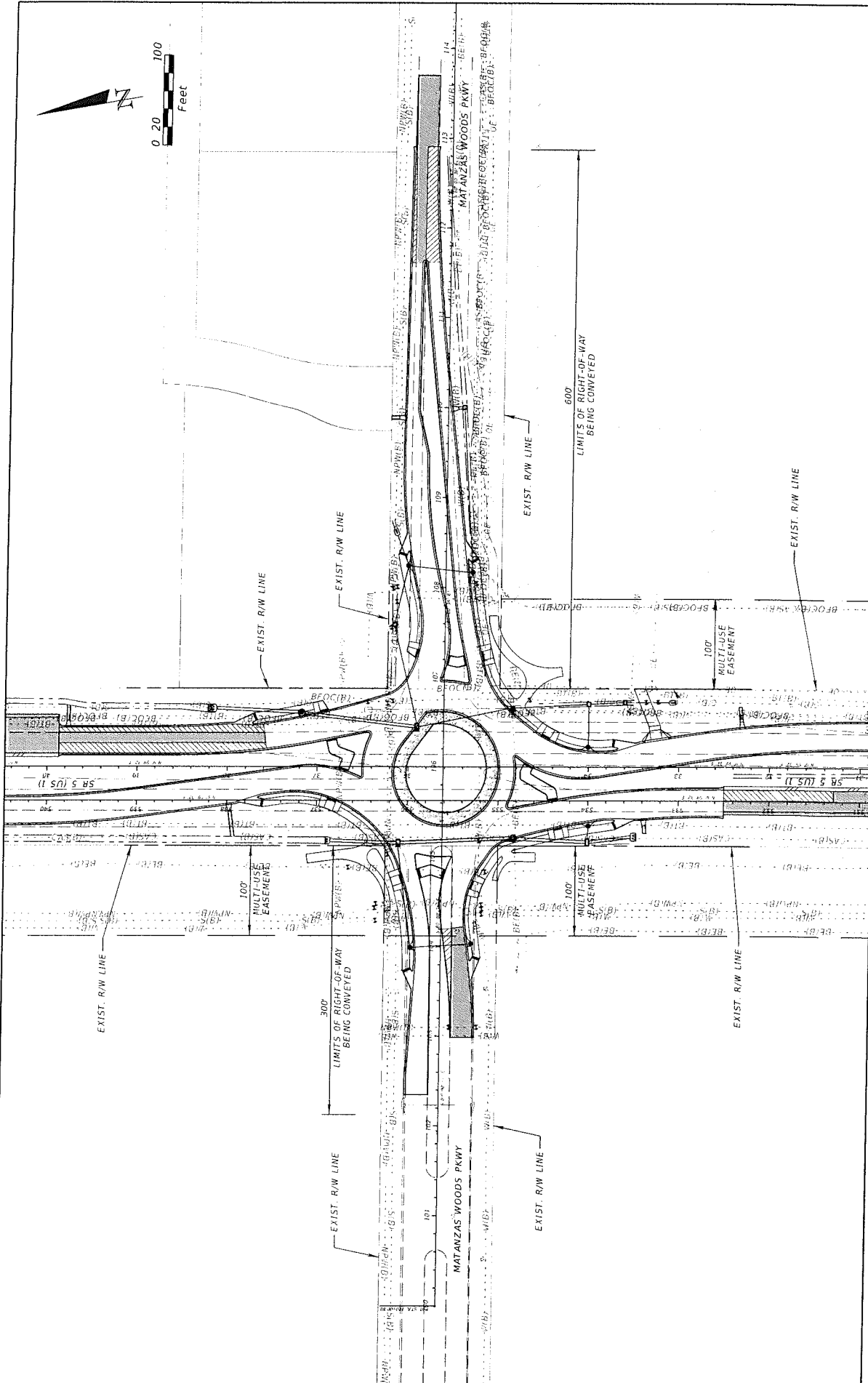
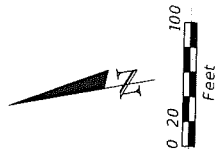
ATTEST: _____
Its City Clerk
ADDRESS OF GRANTOR:

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, Mayor, who is personally known to me or who has produced as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____



REVISIONS		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION

STATE OF FLORIDA		DEPARTMENT OF TRANSPORTATION	
ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
SR 5	FLAGLER	431595-1-52-01	

JOSEPH KEZEL, P.E.		P.E. LICENSE NUMBER 57501	
DEWBERRY ENGINEERS, INC.		800 NORTH MAGNOLIA AVENUE SUITE 1000	
ORLANDO, FL 32803		CERTIFICATE OF AUTHORIZATION #794	

SHEET NO.		SIZES	
RW EXHIBIT		STILES	
MAINTENANCE LIMITS			



Florida Department of Transportation

**RON DESANTIS
 GOVERNOR**

Office of Right of Way
 719 South Woodland Boulevard
 Deland, FL 32720

**KEVIN J. THIBAUT, P.E.
 SECRETARY**

Donation of Property to the Florida Department of Transportation

City of Palm Coast,
 a Municipality of The State of Florida
 160 Lake Ave.
 Palm Coast, FL 32164

ITEM/SEGMENT NO.:	4375951
MANAGING DISTRICT:	5
F.A.P. NO.:	
STATE ROAD NO.:	5
COUNTY:	Flagler
PARCEL NO.:	100
INTEREST CONVEYED:	

This is to advise that the undersigned, as owner of the property or property interest referenced above and as shown on Right of Way maps for referenced project, desires to make a voluntary donation of said property or property interest to the State of Florida for the use and benefit of the Florida Department of Transportation.

The undersigned hereby acknowledges that he/she has been fully advised by a Department representative of his/her right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I hereby waive those rights unless otherwise noted below.

 Owner's Signature

 Type or Print Property Owner's Name

 Street Address

 City, State, Zip Code

 Date



Florida Department of Transportation

**INSTRUCTIONS FOR COMPLETION OF THE
DONATION OF PROPERTY TO THE
FLORIDA DEPARTMENT OF TRANSPORTATION (FORM 575-030-12)**

This form should be printed on official DOT letterhead.

DATE AND INSIDE ADDRESS: Space is provided for a date and inside address of the property owner.

PROJECT/PARCEL INFORMATION: The following information can be located in the legal documents and Right of Way map for each project and is required on official Department forms:

Item/Segment No.
Managing District
F.A.P. No.
State Road No.
County
Parcel No.

OWNER'S SIGNATURE BLOCK: The owner must sign and provide an address and date before the Department can accept the donation.

ORIGINAL: Parcel File

COPIES: Owner(s)

City of Palm Coast, Florida

Agenda Item

Agenda Date: 04/30/2019

Department Utility	Amount \$184,500.00	
Item Key	Account # 54029088 063000 81019	
Subject RESOLUTION 2019-XX APPROVING A WORK ORDER WITH CONNECT CONSULTING INC., FOR THE REPLACEMENT OF THE POTABLE WATER SUPPLY WELL SW-32		
<p>Background : Well SW-32 is a production well that supplies water to Water Treatment Plant #1. The well was originally constructed in 1979 and in the late 1990's started producing sediment. A repair was made at that time which significantly reduced the well's capacity.</p> <p>Staff proposes to enlist the services of Connect Consulting, Inc. under their existing continuing services contract RFQ-PW-U-15-12 with the City. Connect Consulting will provide hydrogeological services and engage a well driller to replace SW-32 with a new well (SW-32r) on the same well site. The re-drilling will increase the water yield for that particular site. The cost of this project is \$184,500.00. Funds for this project have been budgeted for FY 2019 in the Utilities Capital Projects Renewals and Replacements funds.</p>		
SOURCE OF FUNDS WORKSHEET FY 2019		
Improvements – Wellfield and Wells 54029088 063000 81019		\$3,825,000.00
Total Expended/Encumbered to Date.....		\$ 677,361.68
Pending Work Orders/Contracts.....		
Current (WO/Contract).....		\$ 184,500.00
Balance		\$2,963,138.32
<p>Recommended Action : Adopt Resolution 2019-XX approving a work order with Connect Consulting, Inc. for the replacement of potable water supply well SW-32.</p>		

RESOLUTION 2019-____
CONNECT CONSULTING
REPLACEMENT OF PUBLIC WATER SUPPLY WELL SW-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A WORK ORDER ISSUED TO CONNECT CONSULTING, INC., FOR HYDROGEOLOGICAL SERVICES FOR THE REPLACEMENT OF WELL SW-32; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE WORK ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Connect Consulting, Inc., is engaged in a continuing services contract to provide hydrogeological services to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to issue a work order under said contract to Connect Consulting, Inc., for the above referenced hydrogeological services relating to the Replacement of Well SW-32.

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

SECTION 1. APPROVAL OF WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of a work order to Connect Consulting, 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 work order as depicted in Exhibit “A.”

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida,
on this 7th day of May 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Connect Consulting - Work Order/Proposal

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)

- 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.
- METHOD OF COMPENSATION (chose one):** _____ **FIXED FEE** _____ **NOT TO EXCEED***
 Fixed - Amount Proposed is set amount for services – will not change regardless of time. Not to exceed -: Spend over time shall not exceed Total Cost without approved change order
 *If "NOT TO EXCEED", then TOTAL COST is (chose one): _____ **UNIT BASED** _____ **PERCENT OF FIXED FEE** _____%
- PRICING (chose one):** _____ **ATTACHED** _____ **INCLUDED IN CONTRACT**
- SCHEDULE (chose one):** _____ **AS NEEDED BASIS** _____ **SHALL BE COMPLETED BY -** ____/____/20____
- DESCRIPTION OF SERVICES (chose one):** _____ **ATTACHED** _____ **INCLUDED IN CONTRACT**
- OTHER ATTACHMENTS TO THIS WORK ORDER:** _____ **No** _____ **Yes** If yes, identify below:

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

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

SUPPLIER APPROVAL

CITY APPROVAL

By: _____
 Print: _____
 Title: _____
 Date: _____

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

March 14, 2019

Donald Holcomb
WTP No. 1 Lead Operator
City of Palm Coast
2 Utility Drive
Palm Coast, FL 32164

**RE: Proposal – City of Palm Coast
Public Water Supply Well SW-32 Replacement**
CCI Project No: 100.61

Figures

1. Well Location Maps
2. Well Site Photographs
3. Original Well Completion Report
4. Conceptual Subsurface Well Construction Details
5. Typical Wellhead Completion Details

Tables

1. Well Construction Details

Dear Mr. Holcomb:

Connect Consulting, Inc. (CCI) is pleased to submit this proposal to replace Public Water Supply (PWS) well SW-32, a screened and gravel-packed well originally constructed in 1979. CCI has developed a scope of work to complete the project as requested by the City. SW-32 is located off Woodside Drive, Palm Coast, FL 32164 as shown on **Figure 1**. Site photographs are shown in **Figure 2**.

Discussion

SW-32 was originally constructed in April 1979 by Southern Drillers. SW-32 was one of 14 shallow production wells constructed in 1979 ITT Community Development Corporation (ICDC). The construction of SW-32 was based on the results from a test well program conducted by CH2M Hill in 1977. This test well program was part of an exploratory effort by ICDC to develop a sustainable water supply for the Palm Coast development.

SW-32 was constructed as a 16x10-inch screened and gravel-packed well within the Shallow Clastic aquifer, more recently known as the Confined Surficial aquifer (CSA). As shown in the original well completion report (**Figure 3**), SW-32 was constructed by setting and cementing 16-inch diameter steel casing to ~70 feet, followed by installing a 10-inch diameter steel casing and stainless-steel well screen from 73 to 83 feet. After the initial construction was completed, the well was test pumped at 205 gallons per minute (GPM) and had a specific capacity of 5 GPM/ft. of drawdown. The original well construction details for SW-32 are listed below in **Table 1**.

Table 1 – Well Construction Details

Well Number	District ID	Outer Casing Diameter (in.)	Inner Casing Diameter (in.)	Outer Casing Depth (ft.)	Screen Depth (ft.)	Total Depth (ft.)	Source	Specific Capacity (GPM/Ft.)
SW-32	6661	16	10	70	73-83	88	CSA	5.0

Notes: in. – inches ft. – feet CSA – Confined Surficial aquifer
 GPM – Gallons per minute

In the late 1990's, SW-32 began producing sediment and a 6-inch diameter PVC well screen and gravel pack was installed by Hausinger & Associates, Inc. inside the 10-inch stainless steel screen to remedy the issue. The installation of the 6-inch PVC well screen fixed the sediment production problem. In 2002, the 6-inch PVC screen was removed and the well was re-built again using 6-inch PVC well screen to address declining production. Since that time, the specific capacity has decreased to ~1 GPM/ft. of drawdown and the production rate has decreased to ~30 GPM. In 2018, the City requested that CCI provide a proposal to replace the well (SW-32R) onsite to improve the production rate of SW-32 leading to the submittal of this proposal.

Scope of Work

The following scope of work has been developed to implement the replacement of SW-32:

A. Hydrogeologic Services:

1. Apply for and secure a Consumptive Use Permit modification from the St. Johns River Water Management District (SJRWMD), adding SW-32R as a replacement well for SW-32.
2. Assist the licensed water well contractor in preparing and submitting a well construction permit to the SJRWMD.
3. Assist City with Florida Department of Environmental Protection (FDEP) permitting, Florida Administrative Code Chapter 62-555.
4. Provide project management
5. Develop conceptual well design and technical specifications
6. Provide oversight services during construction and testing

7. Collection and tabulation of testing data
8. Prepare a final report summarizing the construction and testing

Note: City staff will apply for and receive FDEP Public Water Supply permit needed for project (FDEP form 62-555.900(1)). CCI will assist with providing documents/information related to well construction and testing.

B. Field Services:

Task 1 – SW-32R Construction and Testing

1. Provide and prepare a boundary and topographic survey of Palm Coast Well Site SW-32 located on Woodside Drive and also known as Reserve Parcel A-6, Block 7 as shown on the plat of Wynnfield - Section 27, recorded in Map Book 9, Page 39 of the Official Records of Flagler County, Florida, Flagler County Property Appraiser ID 07-11-31-7027-00RP0-0A60. One (1) signed and sealed boundary and topographic survey maps on 24 inch by 36 inch media will be prepared. One (1) electronic AutoCAD drawing (.dwg) file and one (1) Adobe image (.pdf) file will be prepared.
2. Conduct a site visit with City staff to select a new location for SW-32R.
3. Apply for and secure a Well Construction Permit for SW-32R from the SJRWMD.
4. Remove the existing submersible pump and column. Deliver to City or dispose of as directed.
5. Mobilize drilling rig and support equipment.
6. Drill a 6-inch pilot hole to a target depth of up to 120 feet. Identify and log the cuttings every 10-feet and condition the borehole before removing the drilling tools.
7. Conduct geophysical logs (Electric and gamma ray) on the pilot hole.
8. Based on the cuttings (lithologic log) and the geophysical logs, finalize the well design by selecting the depth setting for the outer 16-inch casing and the screened interval for the inner 10-inch casing, screen, and blank sections.
9. Once the well design has been finalized, ream the 6-inch pilot hole to a nominal diameter of 20-inches to the depth selected for the outer 16-inch casing, estimated from existing data at ~50-feet.
10. Install new 16-inch diameter, 0.375-inch wall, steel casing.
11. Equip the steel outer casing with an air tight cement header. Install a tremie line through the air tight header to within 5 feet of the bottom of the casing. Then pressure grout the outer casing, bottom to top with neat Type I/II Portland cement.
12. After allowing the cement to cure for at least 8-hours, drill out a nominal 16-inch bore hole to the target total depth to accommodate a 10-inch inner, stainless steel casing, a 10-inch stainless steel (40-50 slot) well screen and a 10-inch stainless steel blank (5-foot) on the bottom of the screen.

13. Install the 10-inch inner casing, screen and blank section to the target total depth, estimated from existing data at ~90 feet.
14. Once the inner casing and screen have been installed, immediately fill the annulus using a tremie line with new, clean, well rounded silica gravel pack, from bottom to top, by “washing” in the gravel using clean, fresh potable water with disinfectant added periodically during the installation.
15. After the gravel pack has been installed to a point ~10-feet below the top of casing, treat the well with a solution of sodium hexametaphosphate (SHMP) or other mud thinning agent placed in the screen section (~600 gallons) and left in the well over night.
16. After the SHMP treatment, begin well development, which will consist of a combination of high pressure (+600 PSI) horizontal jetting and simultaneous eductor reverse air development. Development should proceed until the well is fully developed and the discharge is sand free, which could take up to 40 hours.
17. After the well is completely developed, conduct a step-drawdown pumping test at three (3) increasing rates, such as 100-125-150 GPM or as directed by the Hydrogeologist.
18. Conduct a constant rate pumping test (4-hours) at the recommended design rate, which will be determined from the analysis of the step-drawdown pumping test. Assist the City in the collection of water quality samples during the last hour of the constant rate pumping test. The samples will be analyzed by the City’s contract environmental laboratory for Florida Administrative Code 62-550 and 62-555 parameters required to place the well into service.
19. Construct a minimum 6’x6’x8” concrete well pad and pump pedestal that meets current FDEP standards.
20. Furnish new submersible well pump and motor complete.
21. Complete equip and connect work as detailed in Task 2.
22. Disinfect the well and turn the well over to the City for bacteriologic sample clearance. **Figure 4** illustrates the conceptual subsurface design for the new well.
23. Clean up and restore the site; demobilize equipment and materials.

Task 2 – Equip and Connect

1. City staff will provide drawings on FDEP-approved wellhead piping layout. **Figure 5** shows the typical wellhead completion details.
2. Furnish and install a new stainless-steel discharge head.
3. Reconnect the wellhead piping and install additional piping where needed. The City will provide a new flow meter for installation in the pipeline.
4. Assist City with re-installing electrical service to the new well and flow test and adjust the pump. Includes furnishing a new variable frequency drive (VFD) for City staff to connect.

5. Prepare an As-built/Record Survey of the proposed improvements at the site. Provide one (1) signed and sealed boundary and topographic survey maps on 24 inch by 36 inch media and one (1) electronic AutoCAD drawing (.dwg) file, and one (1) Adobe image (.pdf) file.
6. Provide documents/information related to well construction and testing to support City staff responsible for submitting the *Certification of Construction Completion and Request for Clearance to Place Permitted PWS Component into Service* (FDEP form 62-555.900(3)).

Task 3 – SW-32 Abandonment

1. Apply for and secure a Well Abandonment Permit for SW-32 from the SJRWMD.
2. Mobilize necessary equipment for abandonment work.
3. The abandonment of SW-32 will begin by removing the 6-inch diameter PVC casing and screen. The inside of the 10-inch diameter casing and screen will then be cleaned to TD.
4. The 10-inch diameter casing and screen will then be removed. In the past this has been done by either attaching by weld, a casing vibrator to the steel inner casing and using a crane to pull the casing and screen assembly out of the well or by using jacks.
5. If the inner screen is able to be removed bentonite pellets will be placed as deep as possible in the borehole at SW-32, overlapping the bottom of the 16-inch casing by at least 5-feet. A grout tremie line will then be placed within 2-feet of the top of the bentonite pellets and neat Portland Type I/II cement will be pumped from bottom to top back to land surface. The top of the 16-inch casing will be cut ~2 feet below grade and the hole filled with sand, leveled, and graded smooth.
6. Demolish and remove the existing well pad and pump pedestal. Remove and dispose of concrete off site as appropriate.
7. Clean up the site and demobilize.

Project Team

We propose to team with Atlantic Drafting and Surveying, Inc., Advance Borehole Services, Inc., and Freeman Well Drillers, Inc. to complete this project.

Cost and Schedule

CCI will complete the scope of work described above on a lump sum/fixed fee basis as follows:

SW-32 Replacement:	\$184,500.00
Time of Completion:	180 Days

We appreciate the opportunity to assist the City with this project.

Please review this proposal and contact us with any questions.

Sincerely:

Connect Consulting, Inc.

Gary E. Eichler

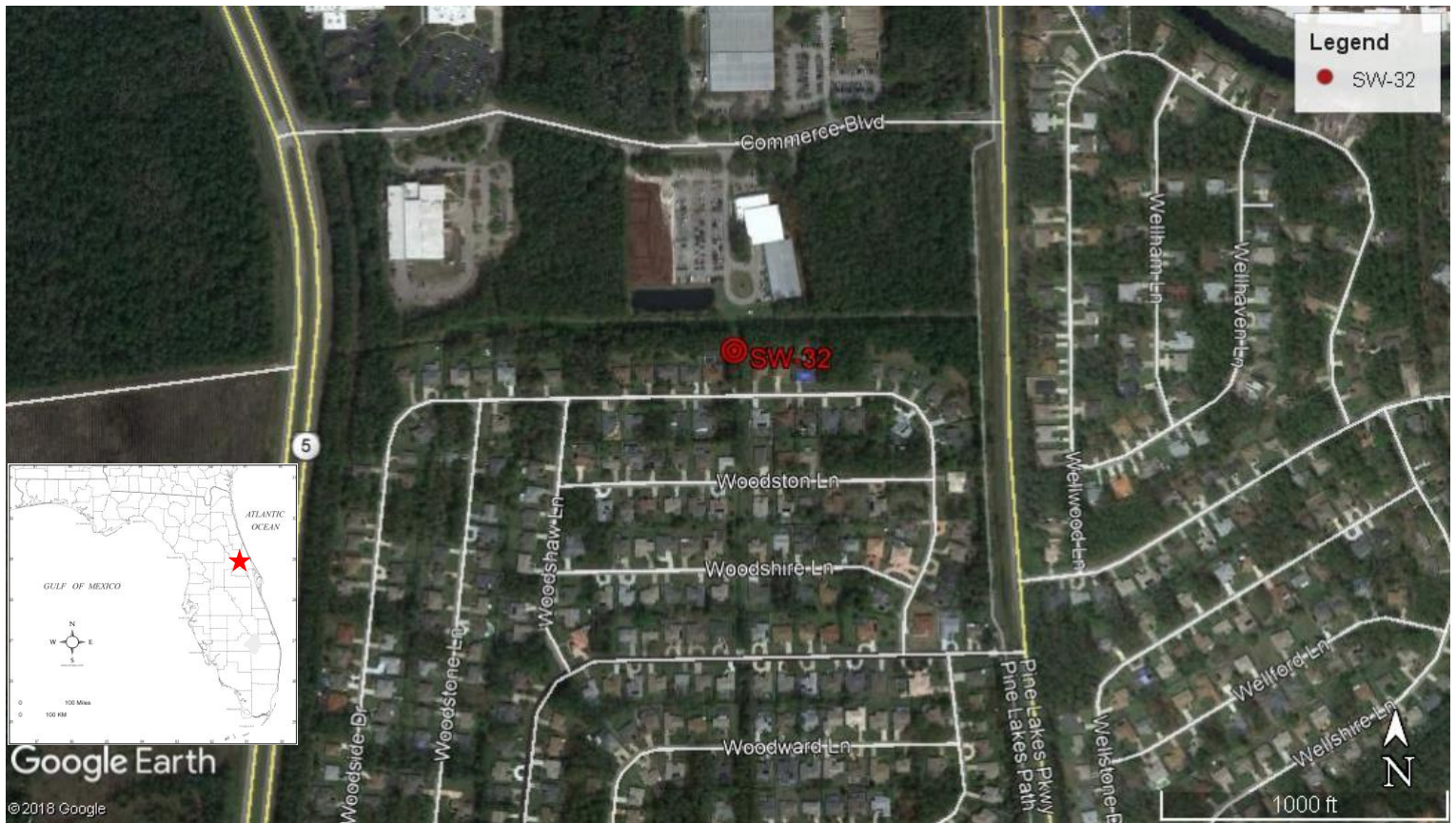
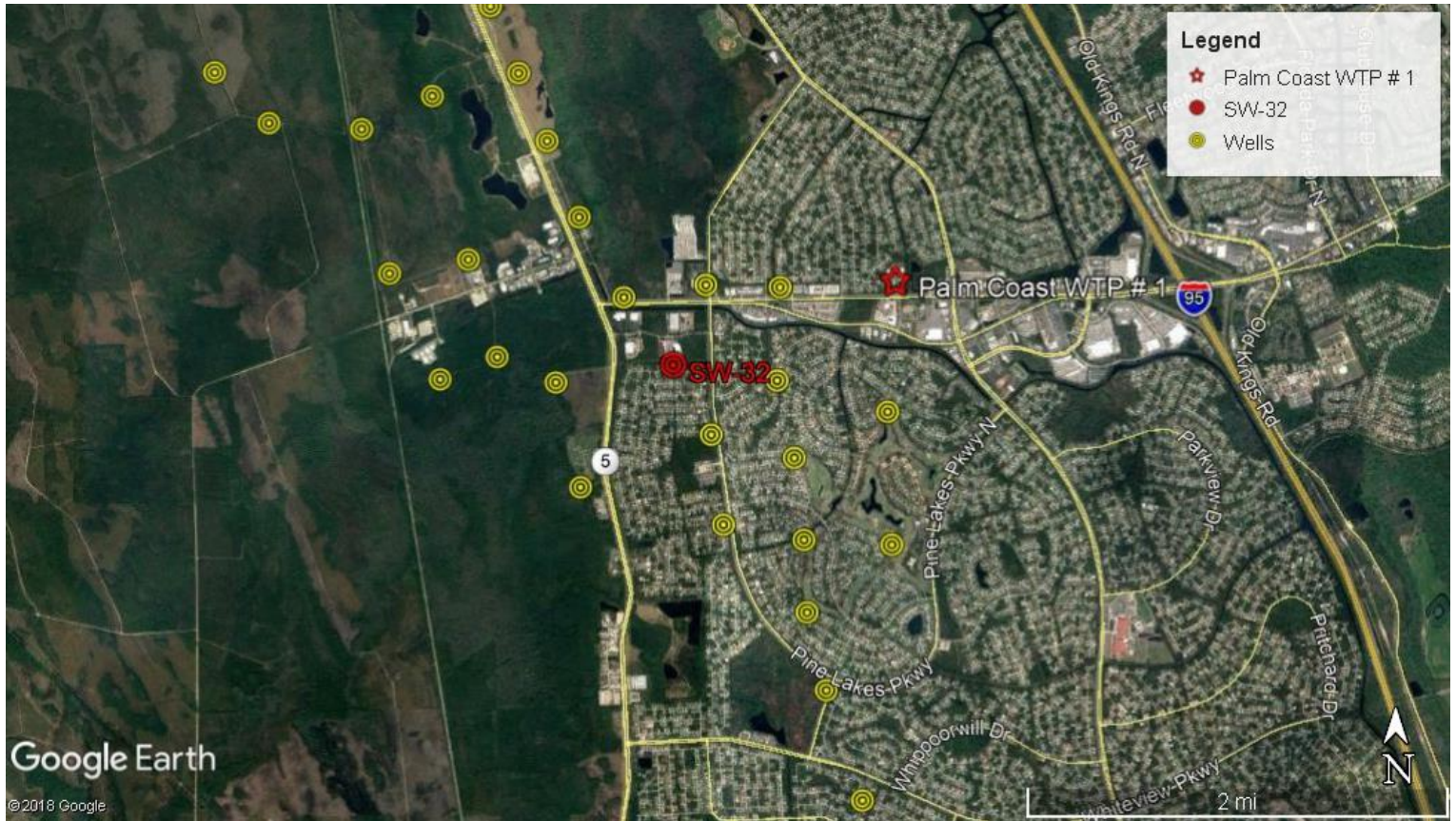
Gary E. Eichler, P.G
Principal Hydrogeologist

David S. Robertson

David S. Robertson, P.G
Principal Hydrogeologist

Cc: Richard Adams
Peter Roussell
Thomas Freeman
Jim Andersen

FIGURES





**ITT COMMUNITY DEVELOPMENT CORPORATION
FLAGLER COUNTY, FLORIDA**

WELL COMPLETION REPORT

DEPTH	RESISTIVITY LOG	WELL CONSTRUCTION AND LITHOLOGY	GAMMA RAY LOG	TEST DATA	
0			counts/sec. 10 20 30 40	Well _____ <u>SW-32</u> _____ Date completed <u>20 April 1979</u> _____ Location <u>Central Zone</u> _____ Elevation (msl) <u>30</u> ft _____ Casing diameter <u>10 x 16</u> in. _____ Casing depth <u>70</u> ft _____ Screen diameter <u>10</u> in. _____ Screen slot size <u>40</u> _____ Screen interval <u>73-83</u> ft _____ Total depth <u>88</u> ft _____ Test intervals <u>None</u> _____ _____ ft _____ Well construction <u>Rotary</u> _____ Driller <u>Southern Drillers</u> _____	
20					FINAL PUMP TEST
40					Date completed <u>27 April 1979</u> _____
60					Duration <u>24</u> hr _____
80					Pumping rate <u>205</u> gpm _____
100					Static water level <u>6.57</u> ft _____
120					Maximum drawdown <u>40.11</u> ft _____
140					Specific capacity <u>5</u> gpm/ft _____
					Measuring point <u>2.5</u> ft _____ (Above land surface)
					WATER QUALITY INDICATORS (mg/l)
					Chloride Cl <u>28</u> _____
					Total iron Fe <u>0.80</u> _____
					Total hardness <u>302</u> _____
					Sulfate SO ₄ <u>< 1</u> _____
				Total dissolved solids <u>416</u> _____	
				Conductivity <u>625</u> (μ mhos) _____	
				SITE EVALUATION	
				Casing depth <u>70</u> ft _____	
				Screen setting <u>73-83</u> ft _____	
				Open hole _____ ft _____	

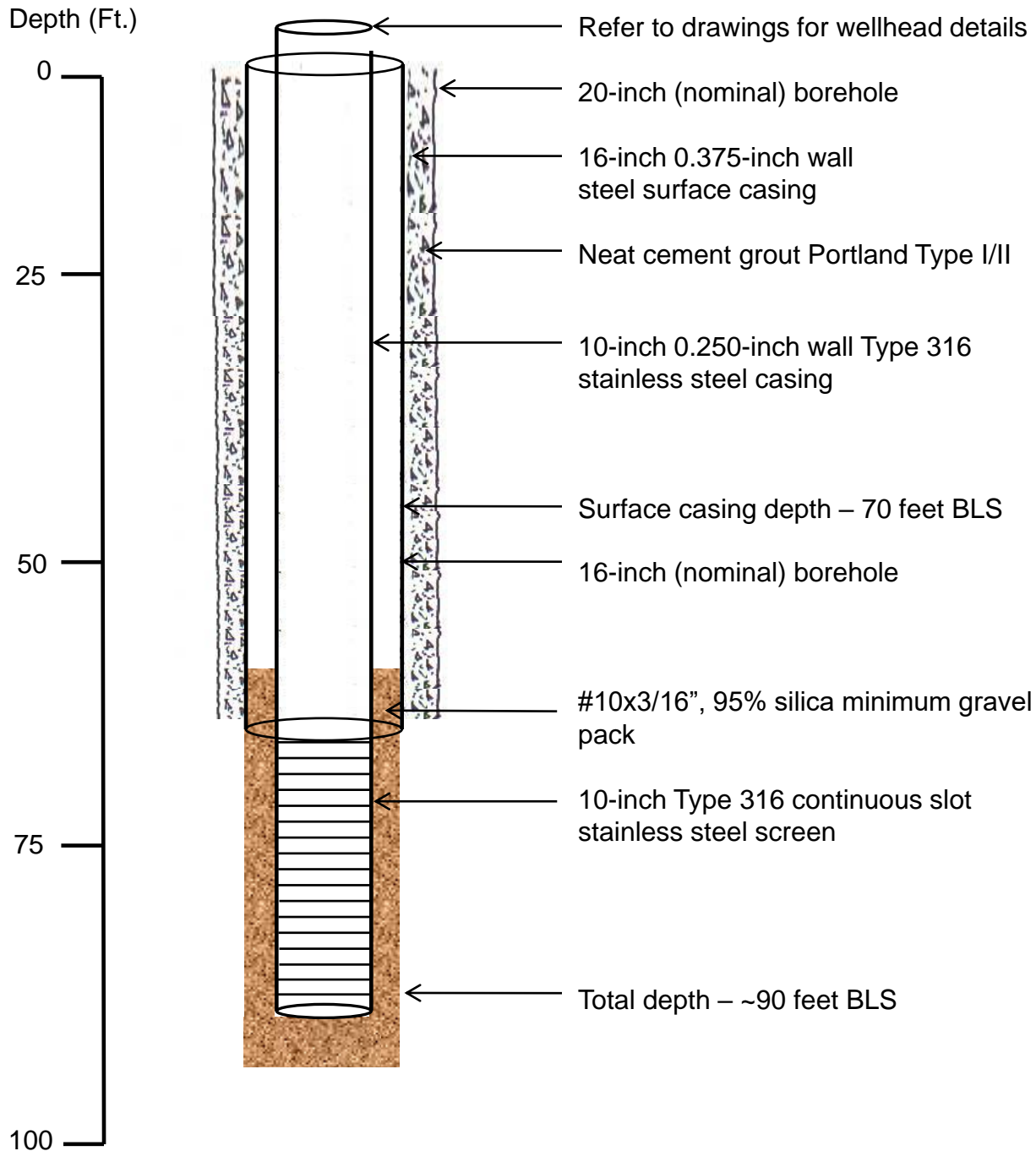
No Geophysical Logs

Project No. GN18401.80



City of Palm Coast
SW-32 Replacement
Palm Coast, Flagler County, Florida

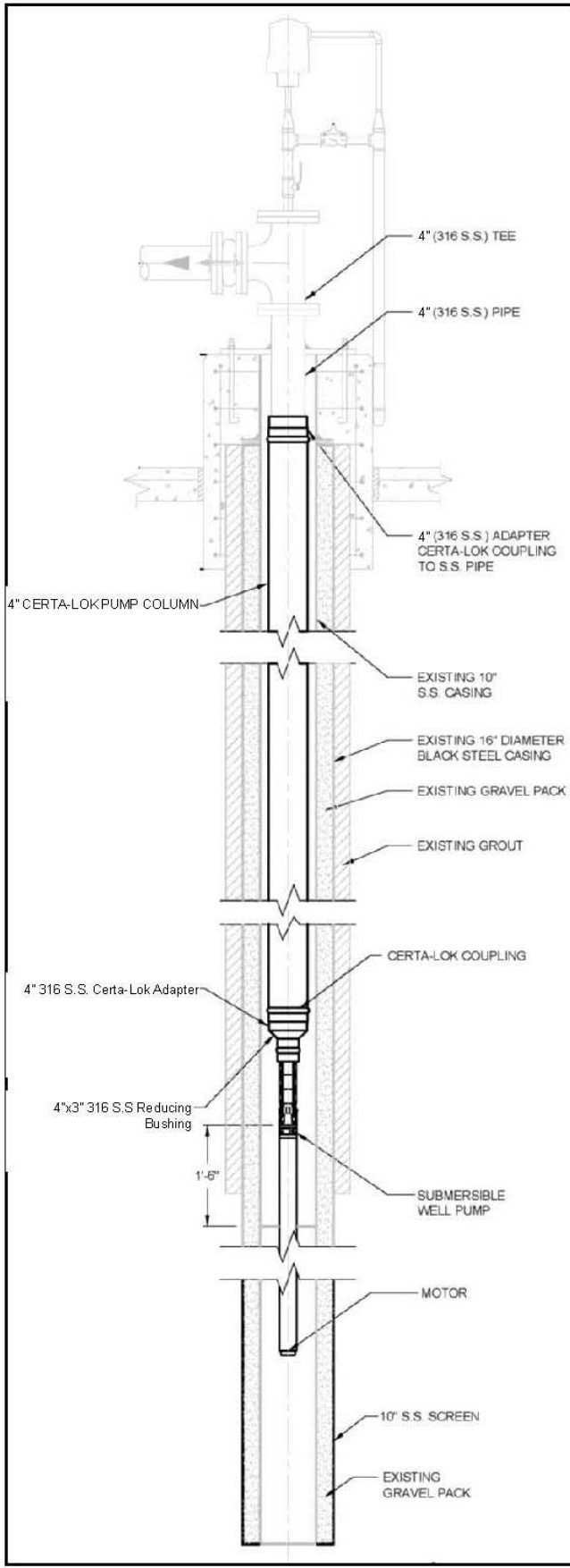
Original Well Completion Report



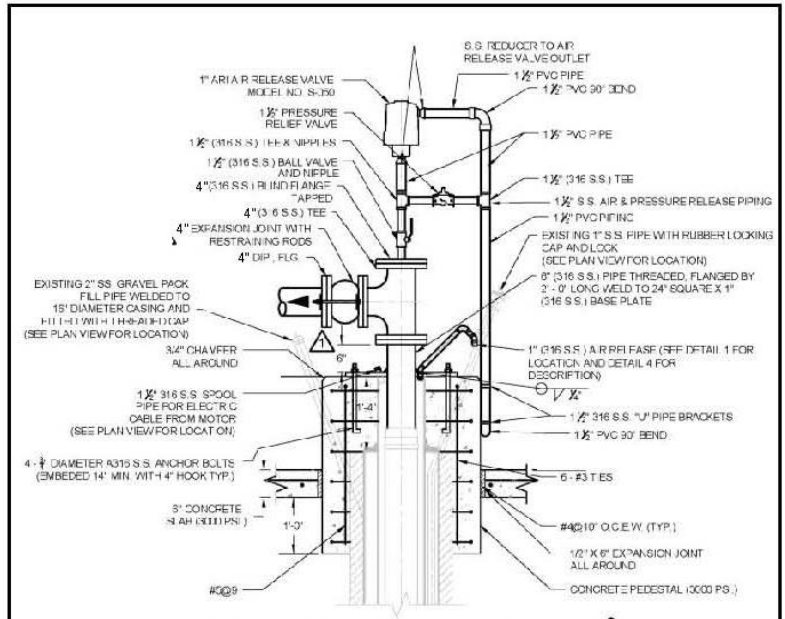
Not To Scale

Notes:

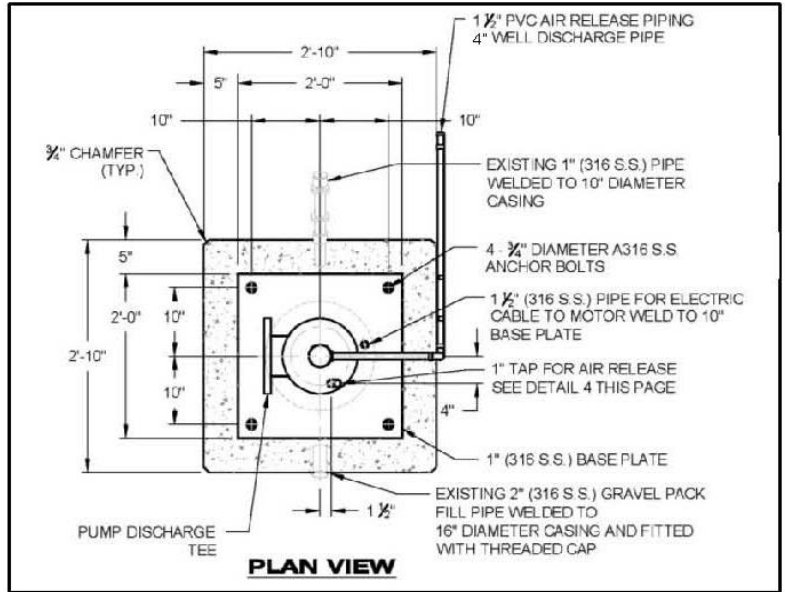
1. Pit casing not shown.
2. Actual depths to be determined in the field based on subsurface conditions and pilot hole data.



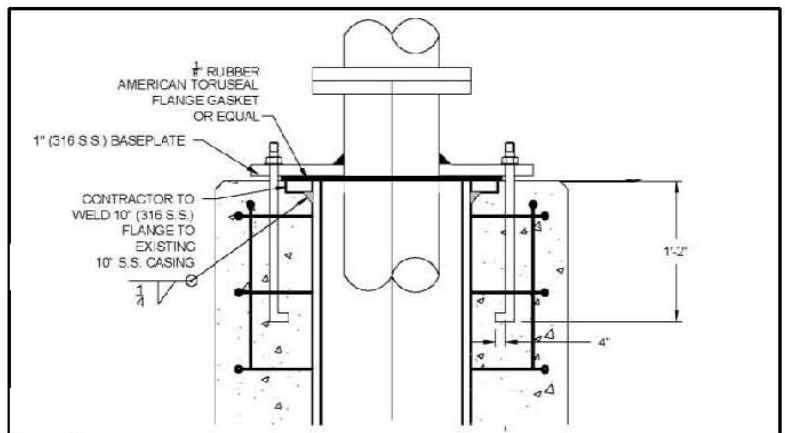
Well Section



Pump Discharge Section



Pump Pedestal Detail

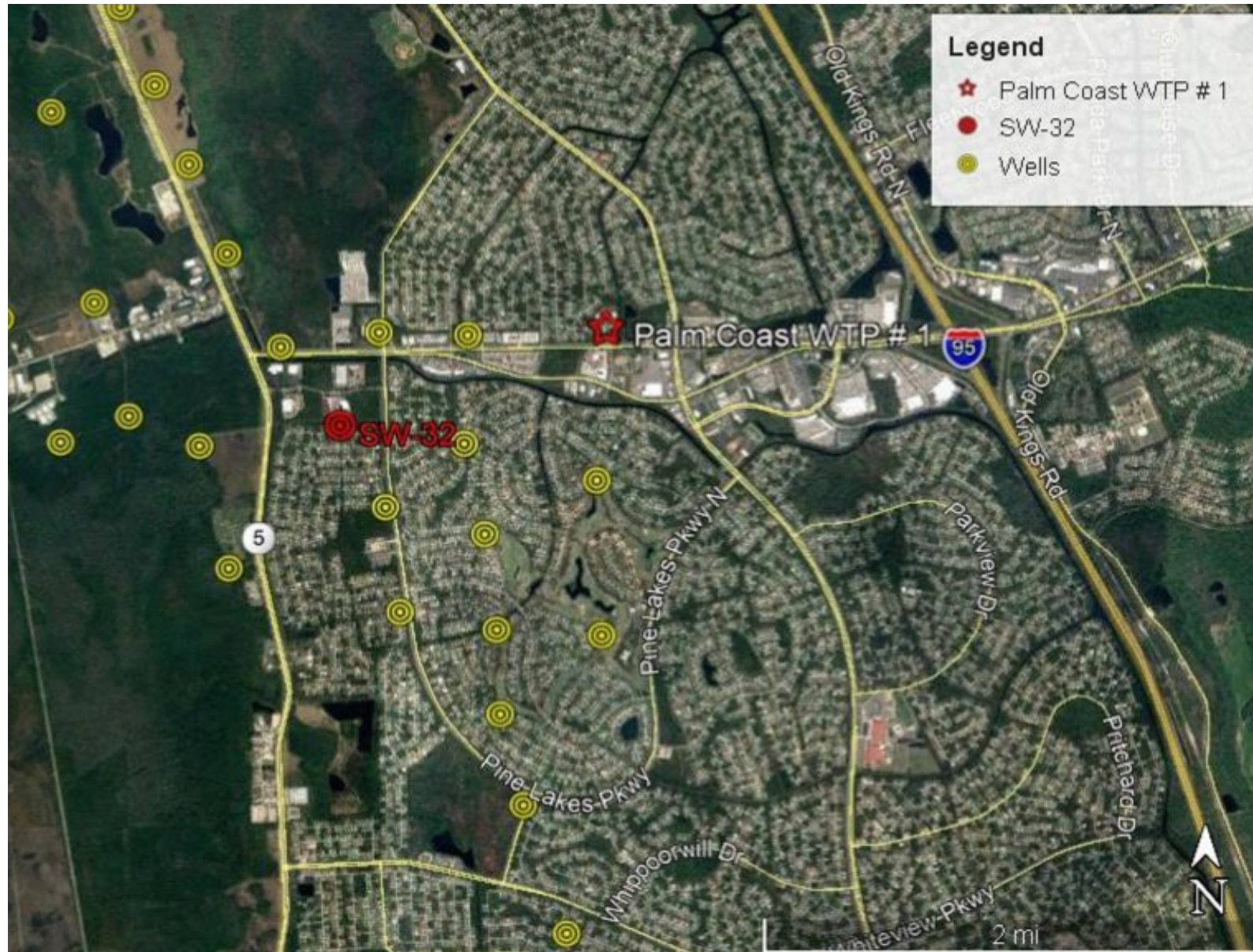


Casing Flange Detail





SW-32 Re-drill



City of Palm Coast, Florida Agenda Item

Agenda Date: 4/30/2019

Department	UTILITY	Amount	\$85,000.00
Item Key		Account	54029083 063000 85005
Subject RESOLUTION 2019-XX APPROVING MASTER SERVICES AGREEMENTS WITH PBM CONSTRUCTORS, INC. AND S.E.CLINER CONSTRUCTION, INC. FOR WATER AND WASTEWATER EMERGENCY CONSTRUCTION SERVICES			
Background:			
<p>The City's Utility Department / Wastewater Operations requested bids from qualified underground utility contractors for emergency construction services to assist utility staff with emergency repairs in the Water Distribution, Wastewater Collection and Reuse Distribution systems. Types of emergency services would qualify as; failed potable water mains, sewer force mains, gravity sewer manholes, reuse water mains, pump stations and treatment plant process equipment. Such types of failures may represent an immediate health or safety hazard to the public and/or public means of transportation.</p> <p>In accordance with the City's Purchasing Policy, City staff advertised and solicited bids for qualified underground utility contractors for emergency construction services. Staff reviewed bids from PBM Constructors, Inc. of Jacksonville, Florida and S.E. Cline Construction, Inc. of Palm Coast, Florida and deemed both were qualified and an intent to award was issued on February 25, 2019. The project bid overview and notice of intent to award are attached.</p> <p>Staff recommends City Council approve master services agreements with PBM Constructors, Inc. and S.E.Cline Construction, Inc.</p> <p>These services will be used on an as-needed basis for emergency purposes. Funds are appropriated in the Operating Budget of the Utility Enterprise Fund. Annual spending for FY19 is estimated to be \$85,000.00</p>			
Recommended Action :			
Adopt Resolution 2019-XX approving master services agreements with PBM Constructors, Inc. and SE Cline Construction, Inc. for Water and Wastewater emergency construction services.			

RESOLUTION 2019-_____
PBM CONSTRUCTORS, INC. AND S.E. CLINE CONSTRUCTION, INC.
WATER AND WASTEWATER
EMERGENCY CONSTRUCTION SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A MASTER SERVICES AGREEMENT WITH PBM CONSTRUCTORS INC. AND S.E. CLINE CONSTRUCTION INC. FOR WATER AND WASTEWATER EMERGENCY CONSTRUCTION SERVICES; 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, PBM Constructors Inc. and S.E. Cline Construction Inc., have expressed a desire to provide Water and Wastewater Emergency Construction Services to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires for PBM Constructors Inc. and S.E. Cline Construction Inc. to provide Water and Wastewater Emergency Construction Services to the City of Palm Coast.

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

SECTION 1. APPROVAL OF MASTER SERVICES AGREEMENTS. The City Council of the City of Palm Coast hereby approves the terms and conditions of the master services agreements with PBM Constructors Inc. and S.E. Cline Construction Inc. to provide Water and Wastewater Emergency Construction Services, which are attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 30th day of April 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Master Services Agreement-PBM Constructors Inc. and S.E. Cline Construction Inc.

Approved as to form and legality

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



city of PALM COAST

Administrative Services & Economic Development
Central Services Division

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

NOTICE OF INTENT TO AWARD

Project: ITB-UT-19-20 - Water and Wastewater Emergency Construction Services

Date: 2/25/2019

Appeal Deadline: Appeals must be filed by 5:00 PM on 2/28/2019

Firm	Bid
PBM Constructors, Inc. Jacksonville, FL	\$1,396.00
S.E. Cline Construction, Inc. Palm Coast, FL	\$1,642.20

The intent of the City of Palm Coast is to award ITB-UT-19-20 to PBM Constructors, Inc. and S.E. Cline Construction, Inc.

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

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

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



ITB-UT-19-20 - Water and Wastewater Emergency Construction Services

Project Overview

Project Details	
Reference ID	ITB-UT-19-20
Project Name	Water and Wastewater Emergency Construction Services
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Invitation to Bid is issued for the purpose of selecting qualified contractors to perform water and wastewater emergency construction services under a Master Services Agreement.
Open Date	Feb 06, 2019 8:00 AM EST
Intent to Bid Due	Feb 21, 2019 1:00 PM EST
Close Date	Feb 21, 2019 2:00 PM EST

Highest Scoring Supplier	Score
PBM Constructors, Inc.	100 pts

Seal status



Requested Information	Unsealed on	Unsealed by
Price Schedule and Detailed Price Schedule	Feb 21, 2019 2:01 PM EST	Jesse Scott
Required Forms 1 - 4	Feb 21, 2019 2:01 PM EST	Jesse Scott
References	Feb 21, 2019 2:01 PM EST	Jesse Scott

Conflict of Interest

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

Name	Date Signed	Has a Conflict of Interest?
ralph hand	Feb 22, 2019 8:59 AM EST	No
Randy Zaleski	Feb 22, 2019 6:47 AM EST	No
Jesse Scott	Feb 21, 2019 2:02 PM EST	No
Mike Hughes	Feb 25, 2019 8:30 AM EST	No



Project Criteria

Criteria	Points	Description
Required Forms 1 - 4, References and Addenda if Issued	Pass/Fail	Completed as requested.
Required Forms 1 - 4, References	Pass/Fail	Technical Review to include verification of accurate information to include reference review.
Price Schedule to include detail sheet	100 pts	Actual total price from detail sheet summed total.
Price Schedule to include detail sheet	Pass/Fail	verify that submission seems accurate and within guidelines based on industry experience. Reasonableness verified.
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Required Forms 1 - 4, References and Addenda if Issued	Required Forms 1 - 4, References	Price Schedule to include detail sheet	Price Schedule to include detail sheet
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	/ 100 pts	Pass/Fail
PBM Constructors, Inc.	100 pts	Pass	Pass	100 pts (\$1,396.00)	Pass
S.E. Cline Construction, Inc.	85.01 pts	Pass	Pass	85.01 pts (\$1,642.20)	Pass

City of Palm Coast, Florida Agenda Item

Agenda Date: 04/30/2019

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



Meeting Calendar for 5/1/2019 through 5/31/2019

5/1/2019 10:00 AM

Code Enforcement Board
City Hall

5/7/2019 6:00 PM

City Council
City Hall

5/8/2019 5:00 PM

Leisure Services Advisory Committee
Palm Coast Community Center

5/10/2019 8:30 AM

Volunteer Firefighters' Pension Board
Fire Station #25

5/14/2019 9:00 AM

City Council Workshop
City Hall

5/15/2019 5:30 PM

Planning & Land Development Regulation Board
City Hall

5/21/2019 9:00 AM

City Council
City Hall

5/23/2019 5:00 PM

Beautification and Environmental Advisory Committee
City Hall



Meeting Calendar for 5/1/2019 through 5/31/2019

5/28/2019 9:00 AM
City Council Workshop
City Hall

#	File #	Item	Title	Staff
Business 05/7/2019				
1		Resolution	Water and Wastewater Emergency Construction Services	Adams/Ashburn
2		Resolution	Replacement of Public Water Supply Well SW-32	Adams/Roussell
3		Resolution	PW Phasing Improvements	Cote
4		Resolution	FDOT US 1/Matanzas Pkwy ROW acquisition	Cote
5		Resolution	American Village Final Plat	Hoover
6		Proclamation	Kids to Park Day	Lane
7		Proclamation	National Water Safety Month	Lane
8		Proclamation	Drug Court Month	Lane
9		Resolution	Expansion of Innovation District	Newingham
10		Ordinance 2nd	Lighthouse Harbor FLUM	Papa
11		Ordinance 2nd	Lighthouse Harbor Rezoning	Papa
12		Ordinance	Grand Landings Annexation	Papa
13		Resolution	Grand Landings Annexation Agreement	Papa
14		Ordinance 1st	Craig Flagler Palms – Rezoning	Papa
15		Proclamation	Employee Appreciation Month	Smith
16		Appointment	Appoint to Code Enforcement Board	Smith
Workshop 5/14/2019				
1		Presentation	Fund Accounting and Long Term Planning	Alves/Williams
2		Resolution	Belle Terre Pipe Crossing Rehab. Project Award Contract	Brennan
3		Resolution	Tower Master Plan Modification	Burkhart
4		Resolution	Salesforce licensing	Burkhart
5		Resolution	ESO Software	Burkhart/Forte
6		Resolution	Piggyback Prince William County School Board, Cintas Uniform Rental and	Conceicao
7		Ordinance	Bi-direction antenna	Faust
8		Resolution	IA FC Lease Program radios and service agreement	Falgout
9		Resolution	IA FC Service Agreement	Falgout
10		Resolution	Expansion of Innovation District	Newingham
Business 05/21/2019				
1		Resolution	Belle Terre Pipe Crossing Rehab. Project Award Contract	Brennan
2		Resolution	Salesforce licensing	Burkhart
3		Resolution	ESO Software	Burkhart/Forte

4	Ordinance 1st	Matanzas Woods Retail Center – FLUM	Hoover
5	Ordinance 1st	Matanzas Woods Retail Center – Rezoning	Hoover
6	Resolution	Expansion of Innovation District	Newingham
7	Ordinance 2nd	Annexation Grand Landings	Papa
8	Ordinance 1st	FLUM Grand Landings	Papa
9	Ordinance 1st	Rezoning Grand Landings	Papa
10	Ordinance 2nd	Craig Flagler Palms – Rezoning	Papa
11	Appointment	PLDRB alternate members	Smith
Business 6/04/2019			
1	Presentation	Citizens Academy Graduation	Lane
2	Ordinance 2nd	Matanzas Woods Retail Center – FLUM	Hoover
3	Ordinance 2nd	Matanzas Woods Retail Center – Rezoning	Hoover
Workshop 6/11/2019			
1	Ordinance	Animal Control amendment	Grossman
Business 6/18/2019			
1	Presentation	Florida Department of Health Updates	Gretchen Smith/DOH
2	Ordinance	Animal Control amendment	Grossman
Future			
1	Resolution	IA Supplemental - OKR S	Adams/Flanagan
2	Resolution	Annual Fire Inspection Fees	Alves
3	Presentation	Budget-Property Tax and Other Revenue- 6/25	Alves/Williams
4	Presentation	Proposed General Fund and TRIM Rate 7/9	Alves/Williams
5	Resolution	Proposed Millage Rate 7/16	Alves/Williams
6	Presentation	Proposed Utility, Stormwater, IT & Bldg Funds 7/30	Alves/Williams
7	Presenation	5 yr CIP 8/13	Alves/Williams
8	Presentation	Proposed Budget for all remaining funds 8/13	Alves/Willaims
9	Presentation	Proposed Budget-all funds 8/27	Alves/Williams
10	Resolution	SAP adoption	Bevan
11	Presentation	SAP Evaluation 2	Bevan
12	Presentation	SAP Evaluation 3	Bevan
13	Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
14	Presentation	Council Priority Update 7/9	Bevan
15	Presentation	October 15 Council Priority Update Presentation	Bevan
16	Resolution	WO WWTP Blair Castle Dr forcemain design project	Blake/Kronenberg

17	Resolution	WWTP 1 Headworks and Aeration design Project	Blake/Kronenberg
18	Resolution	FEMA Generators	Blake/Kronenberg
19	Resolution	Pine Lakes Pkwy Forcemain and Lift Station Improvements	Blake/Kronenberg
20	Resolution	Equip 3 Wells and Raw Water Main, PH 3	Blake/Kronenberg
21	Resolution	K-6 Weir Rehabilitation Construction	Brennan
22	Resolution	Project Price is Right Incentive Agreement	Newingham

City of Palm Coast, Florida Agenda Item

Agenda Date : 04/30/2019

Department	CITY CLERK	Amount
Item Key	6340	Account
		#
Subject	ATTACHMENTS TO MINUTES	
Background :		
Recommended Action :		

Year to Date Operating Budget to Actual Through March 2019

Helena P. Alves, CGFO, CIA, MBA
Finance Director

Lina Williams
Budget Manager

Tuesday, April 30, 2019



BUDGET PRESENTATION TIMELINE

JAN - MAR

- Annual Financial Audit
- Annual Progress Report
- Survey Results
- Annual City Council
SAP Evaluation
- Review 10 year CIP Plan

APR - JUNE

- YTD Budget Results Presentation
- Fund Accounting & Long-term
Planning Presentation
- Property Tax & Other Revenues
Presentation



JUL - SEPT

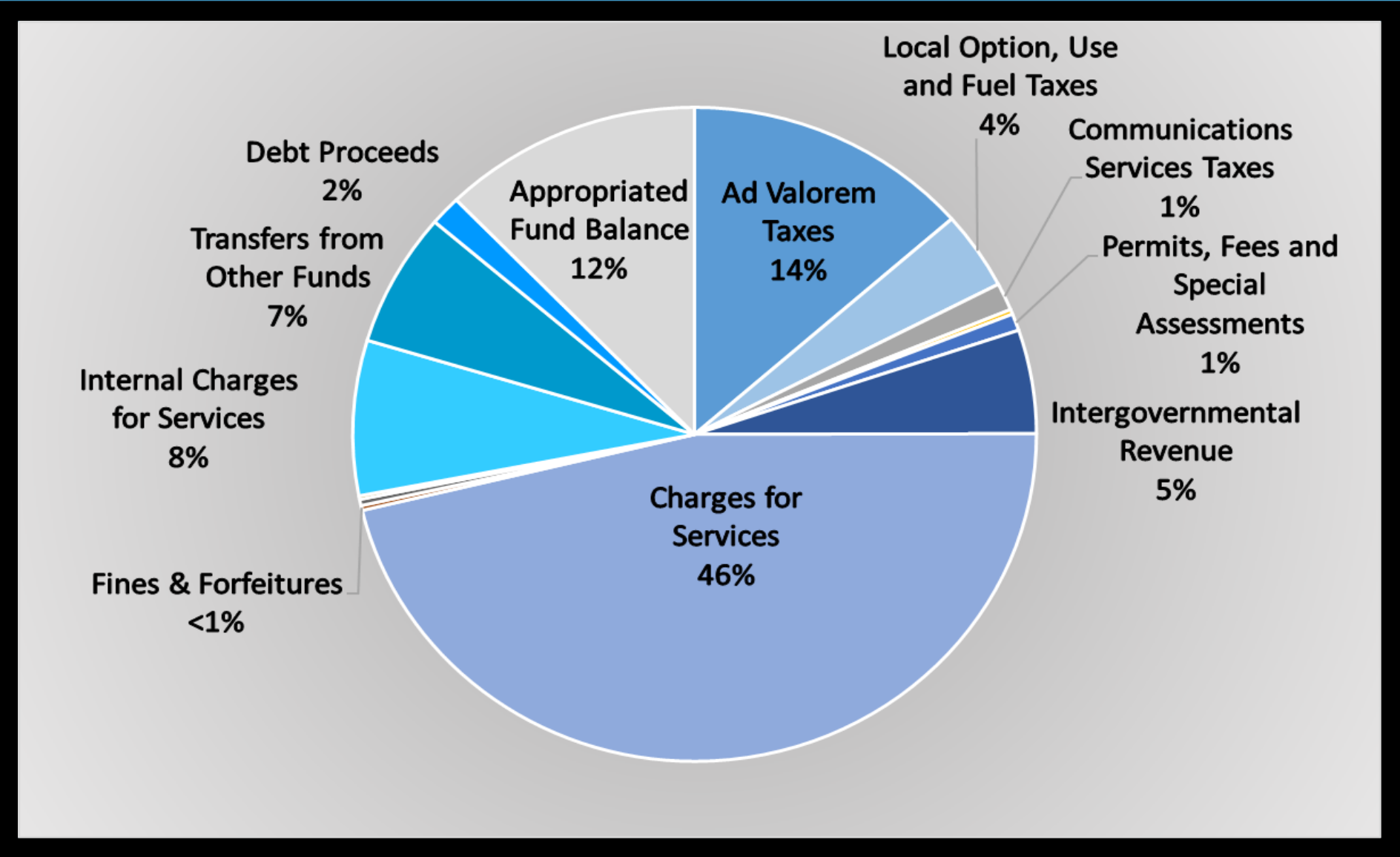
- Adopt Maximum Millage Rate
- Budget Workshop
- Presentations to City Council
- Public Hearings to Adopt Tentative and Final Millage Rate & Budget

OCT - DEC

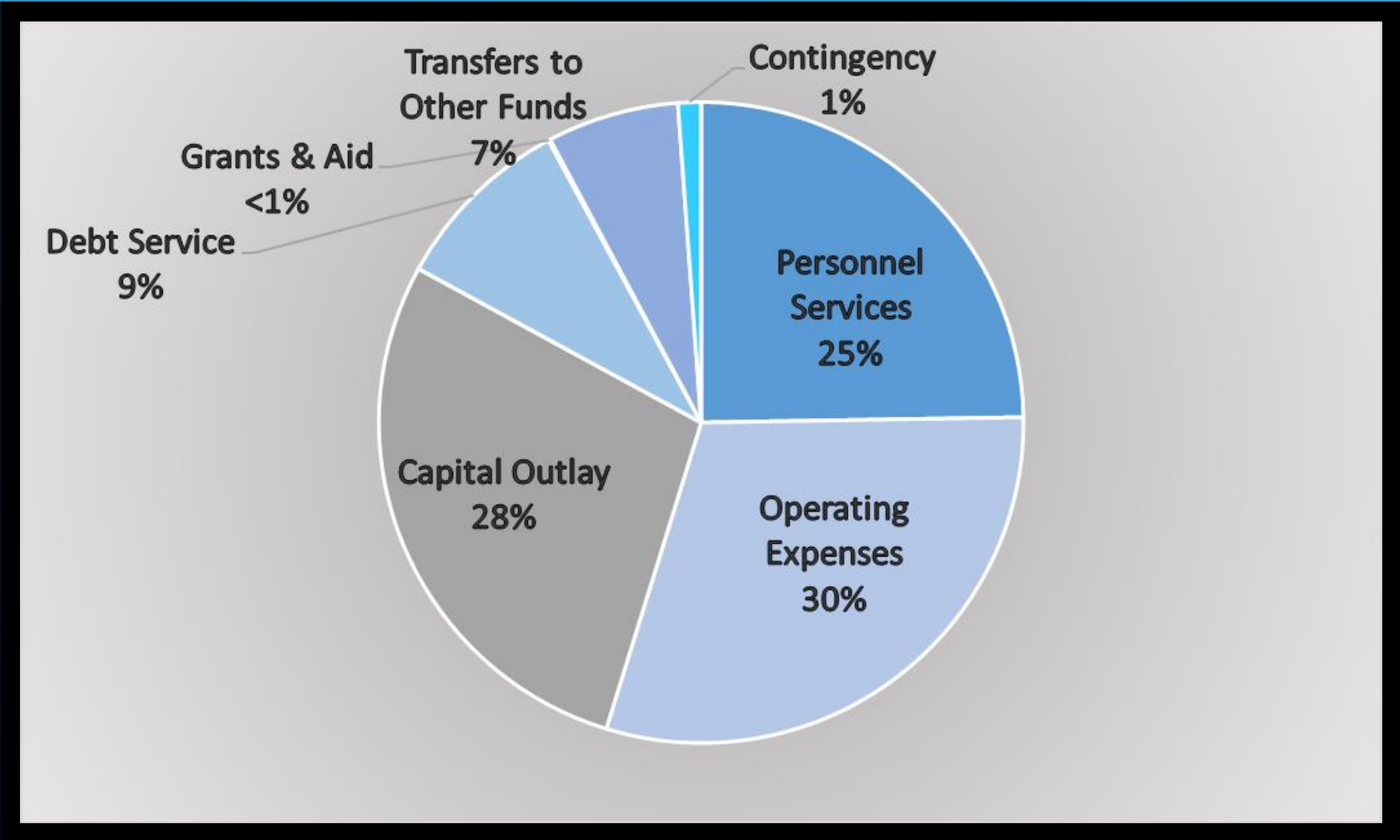
- FY19 Year End Close-Out
- End of Year Review with Departments



2019 BUDGETED REVENUES BY SOURCE



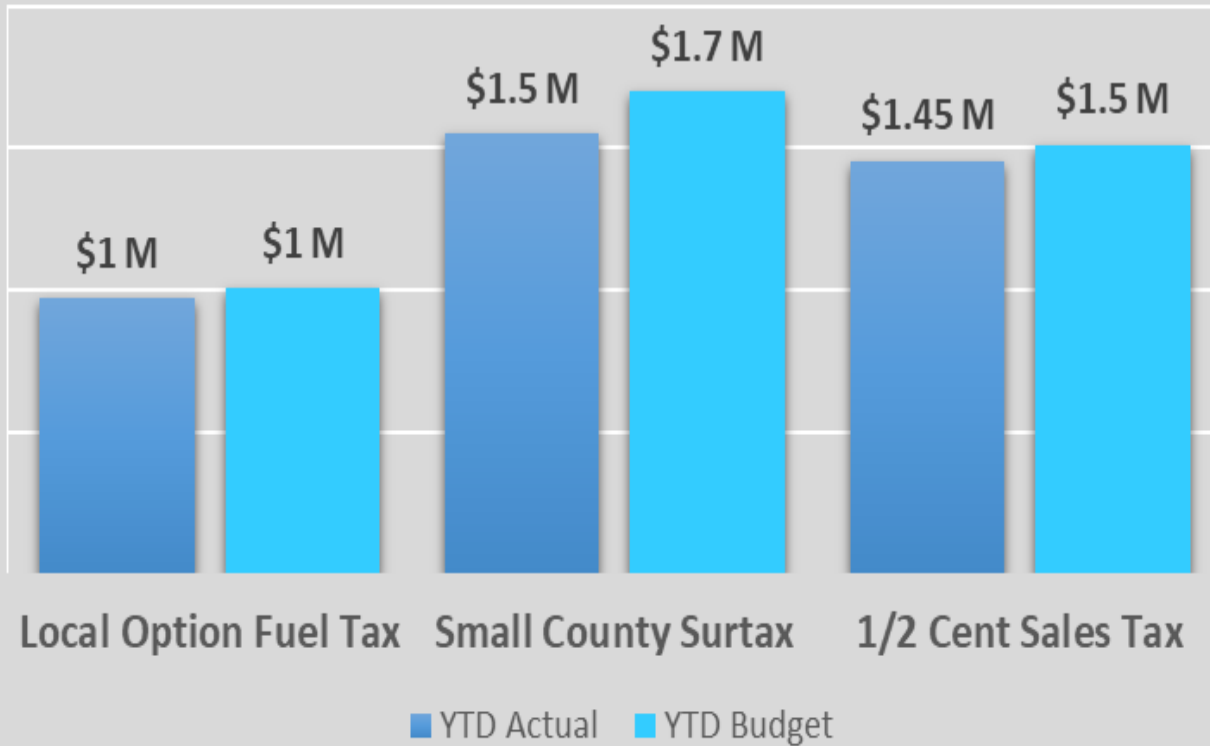
2019 BUDGETED EXPENDITURES BY CATEGORY



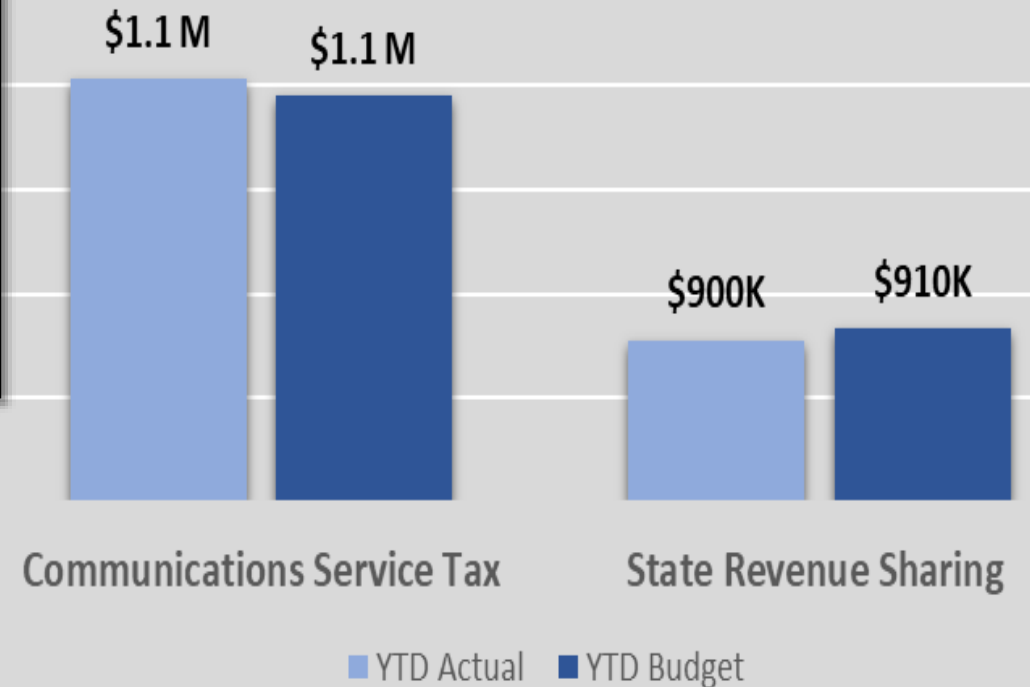
FORECAST INDICATORS



Tax Revenues Resulting from Shop Local

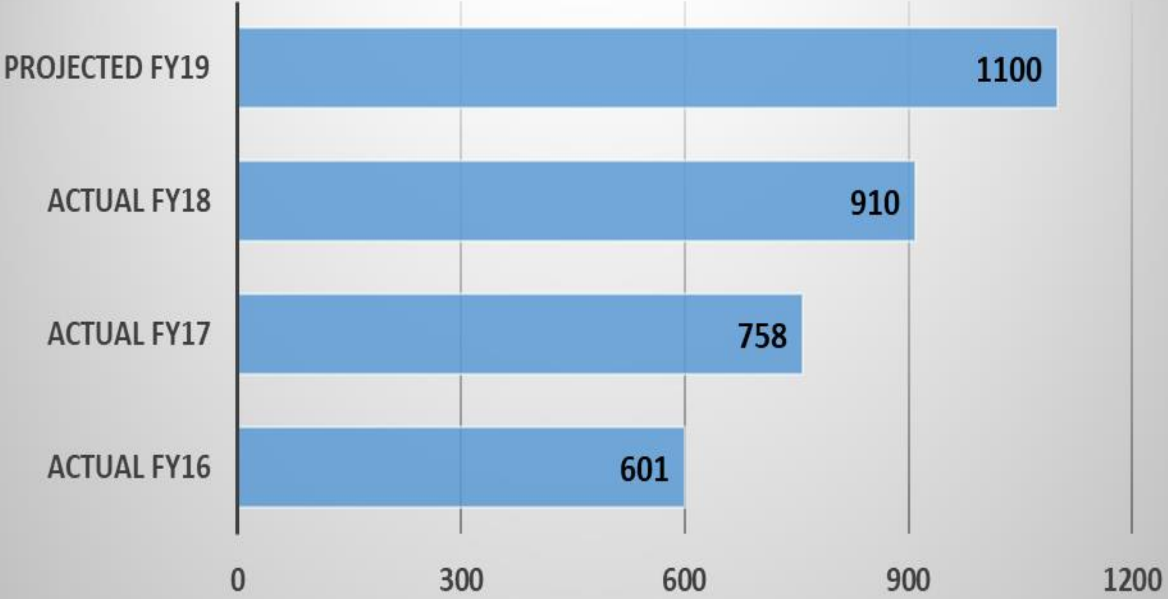


Other Tax Revenues

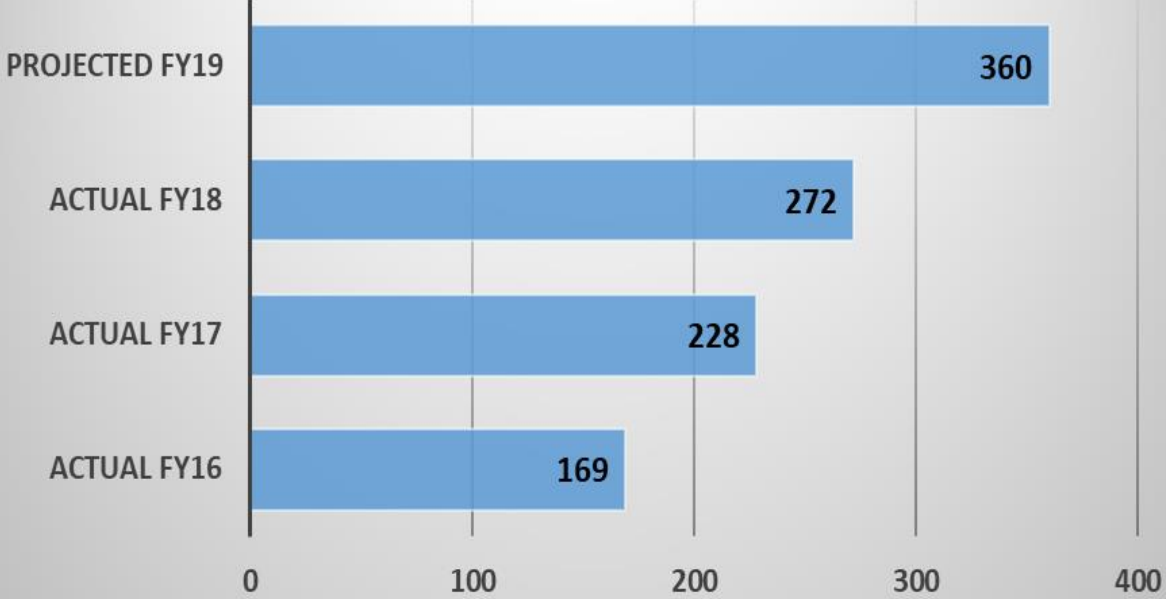


UTILITY GROWTH

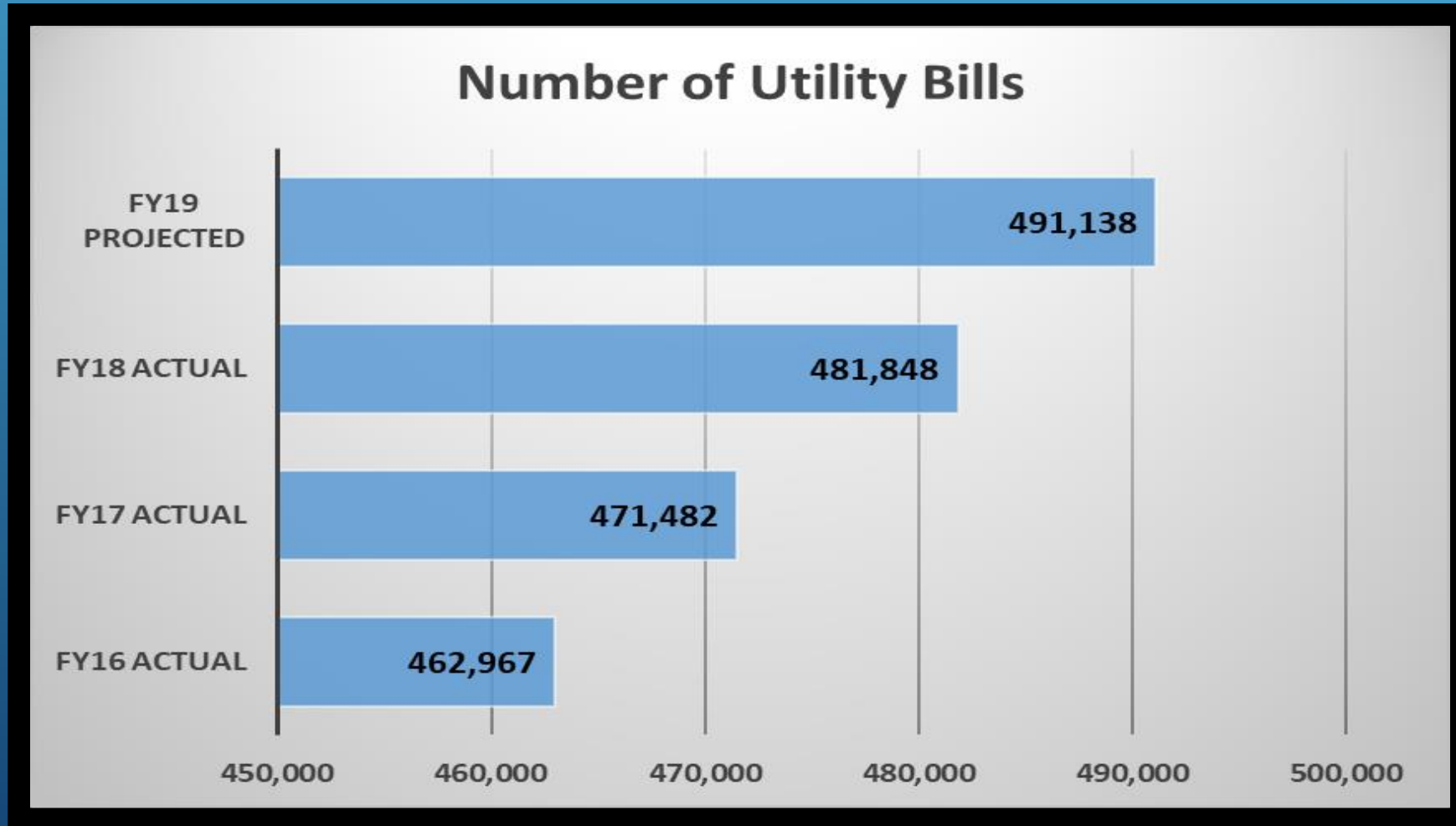
Meter Installs



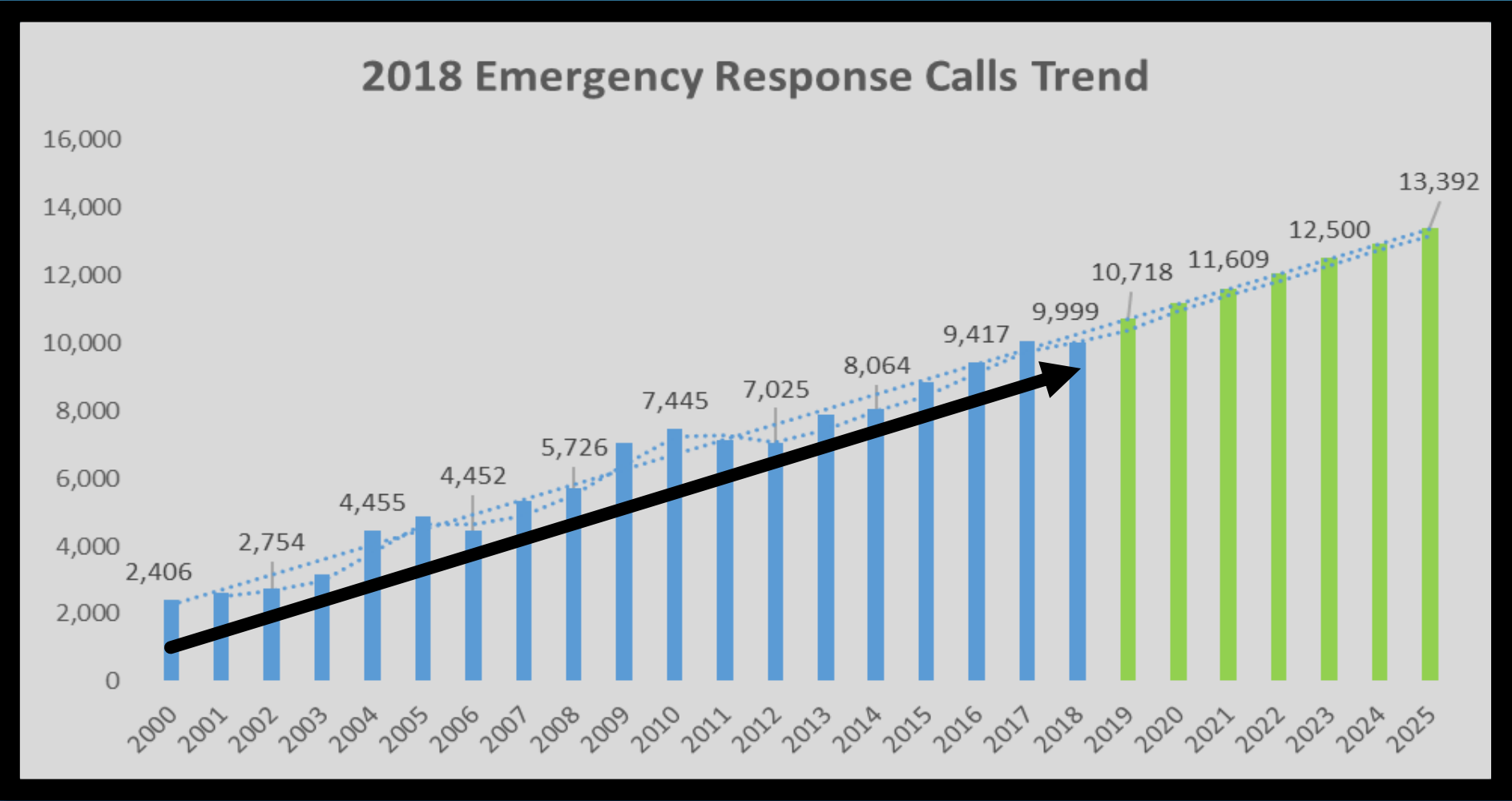
Pep Tank Installs



COMMERCIAL & RESIDENTIAL UTILITY BILLS



EMERGENCY RESPONSE CALL VOLUME

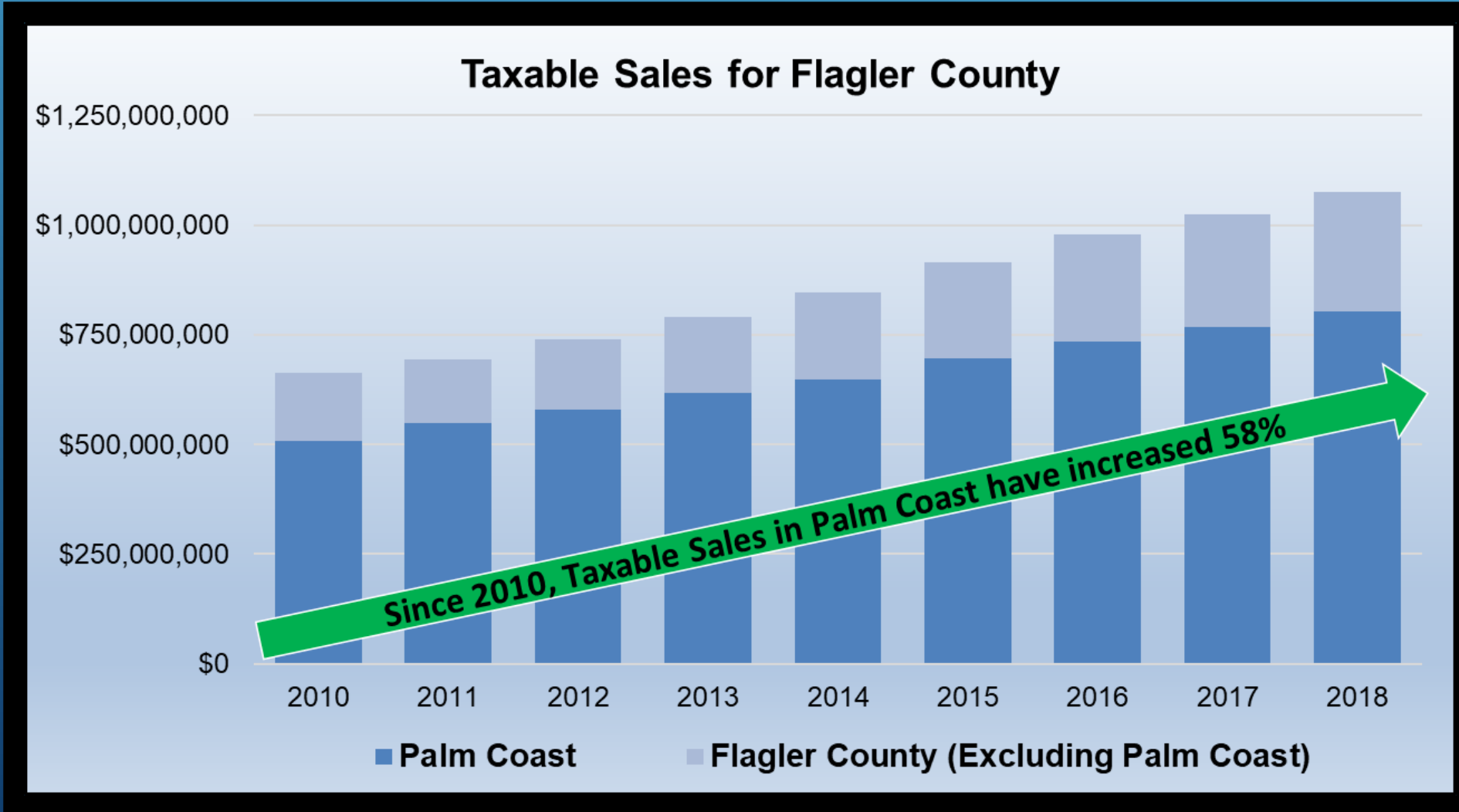


Actual
Projected



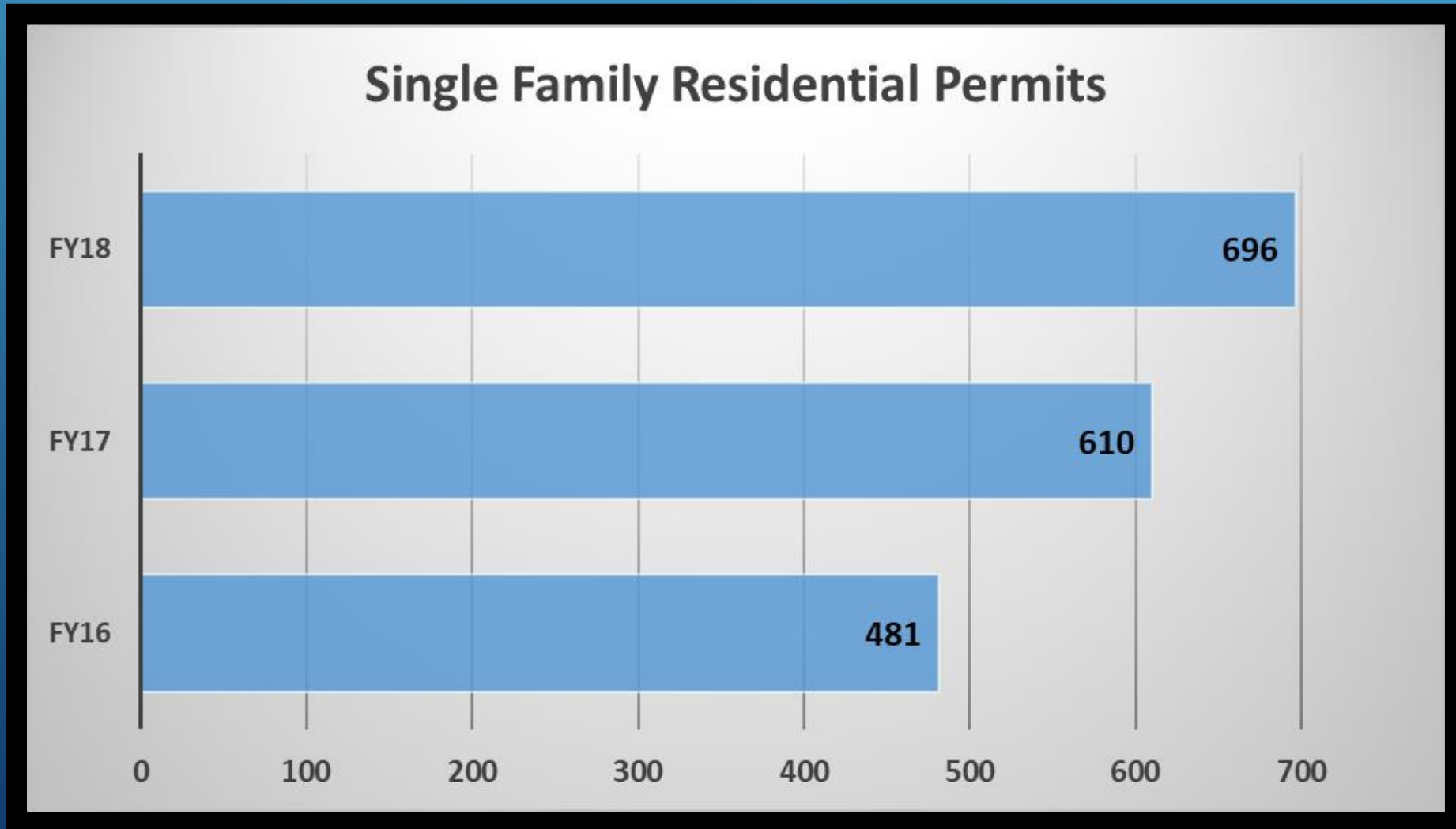
TAXABLE SALES

2018 Taxable Sales in Palm Coast increased 4.5% over 2017



SINGLE FAMILY RESIDENTIAL PERMITS

Through March, Single Family residential permits have increased 12% over 2018



YEAR TO DATE EXPENDITURES



Through
March

DEPARTMENT	YTD SPENT	BUDGET	% OF BUDGET SPENT
Administration & Finance City Manager, City Clerk, City Attorney, HR, Communications, Finance, Economic Development	\$7,691,389	\$3,341,169	43%
Community Development Code Enforcement, Planning, CM&E, Building	\$ 3,341,169	\$ 7,691,389	43%
Public Safety Fire Department and Law Enforcement	\$ 6,013,049	\$ 12,437,190	48%
Parks & Recreation Pool, Tennis, and Golf	\$ 1,561,461	\$ 3,975,381	39%
Public Works Streets, Parks & Facilities Maintenance, Fleet	\$ 6,956,156	\$ 16,821,977	41%
Stormwater Utility	\$ 3,967,489	\$12,884,605	31%
Water & Wastewater Utility	\$ 8,980,991	\$ 21,522,367	42%
IT Internal Services	\$ 1,582,625	\$ 3,186,781	147 50%

IMPACT OF HURRICANES MATTHEW AND IRMA

Hurricane
Matthew
October 2016

Federal & State
Requested \$3,015,400
Received \$2,732,183

Hurricane
Irma
September 2017

Federal & State
Requested \$4,171,695
Received \$1,003,474



QUESTIONS



PUBLIC WORKS MASTER PLAN

April 30, 2019 Update

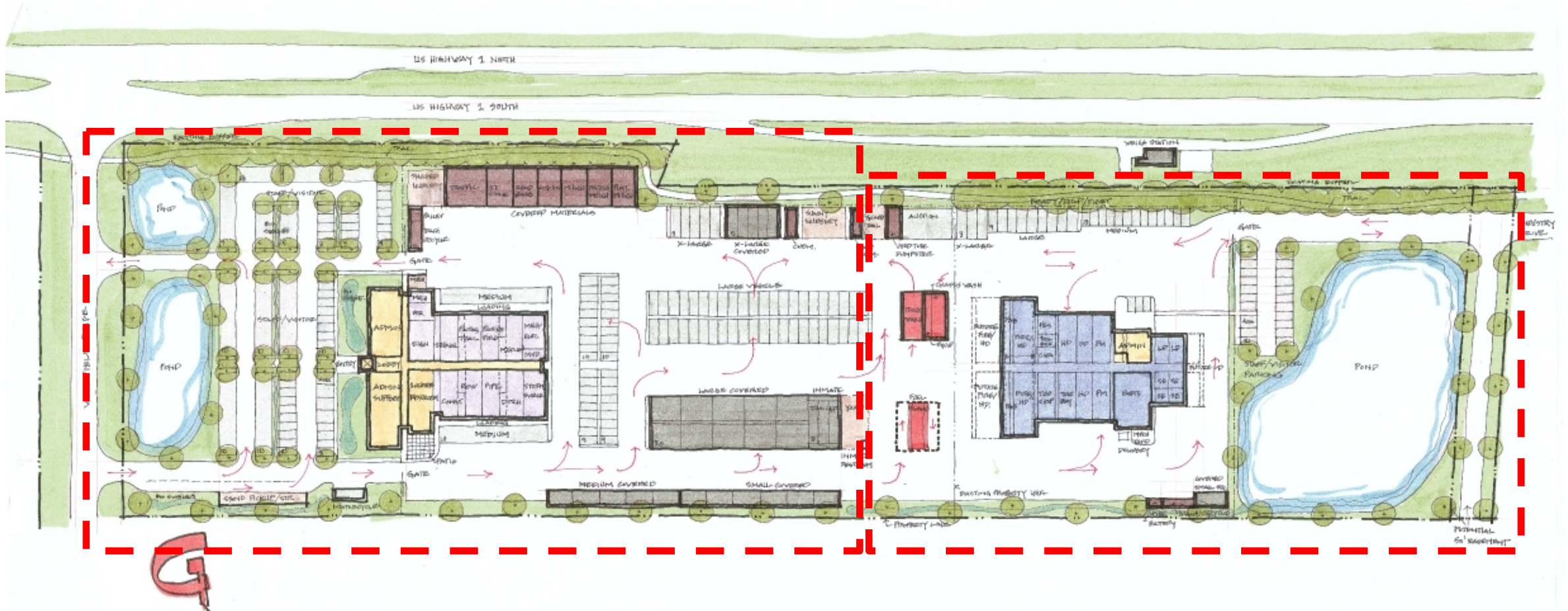
*Public Works Department
Stormwater & Engineering Department*



Public Works Facility



Public Works Facility Master Plan



Phase Two – Operations

Phase One – Fleet Facility



Find Your Florida 152

Council Direction



- Expedite Project With No New Taxes or Revenue Sources
 - Phase Project if Necessary
- Address Immediate Needs
 - Improve Safety Operation & Efficiency
 - Address Building Water Intrusion Issue (if possible)
 - Add covered Fleet Service Area
 - Additional Restrooms for Field Staff
 - Indoor Meeting/Training Area
- Balance Immediate Needs with Fiscal Responsibility and Master Plan



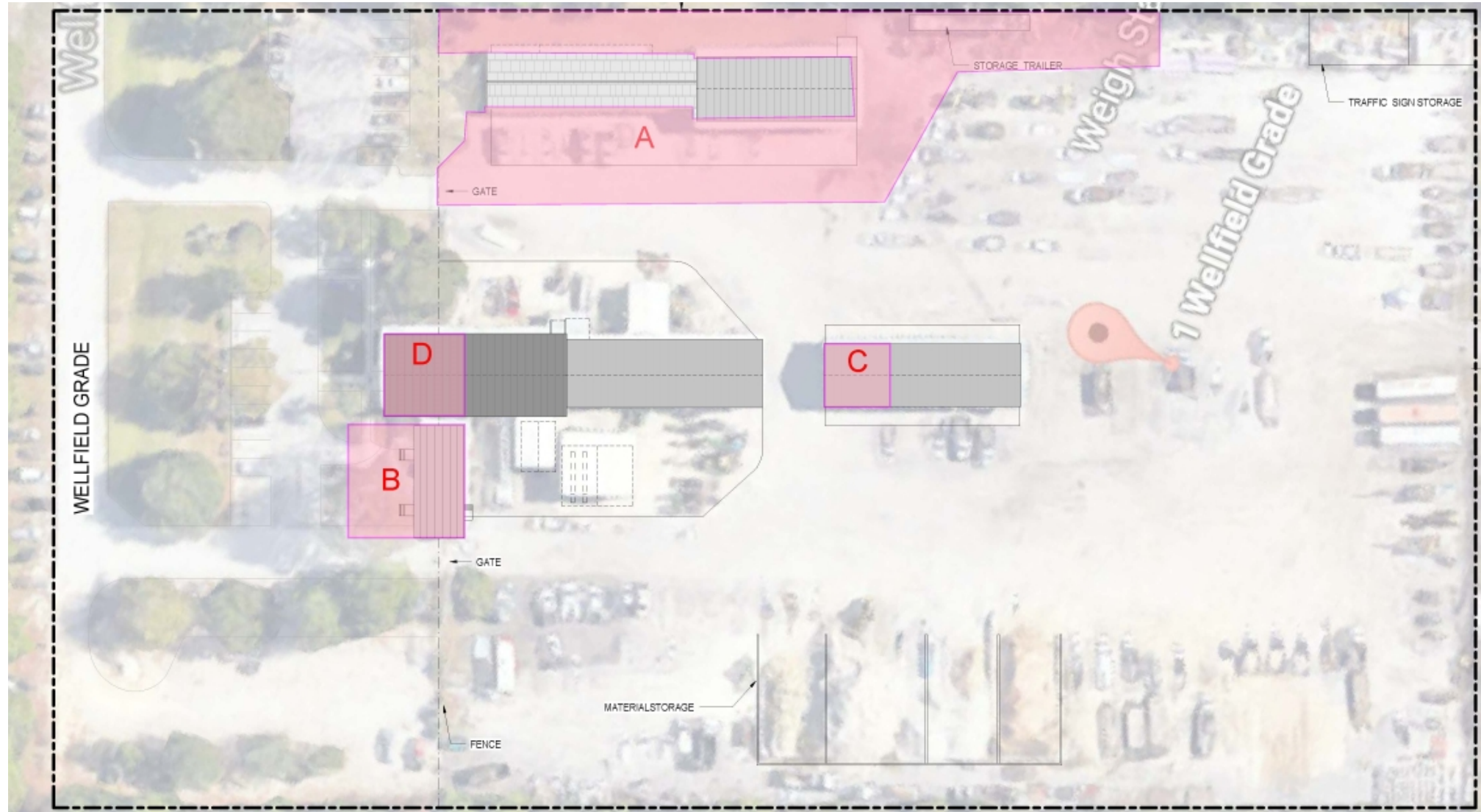
Existing Public Works Facility



22 & 24 Utility Drive Site Plan



Public Works Facility Site Plan



Proposed Public Works Immediate Needs

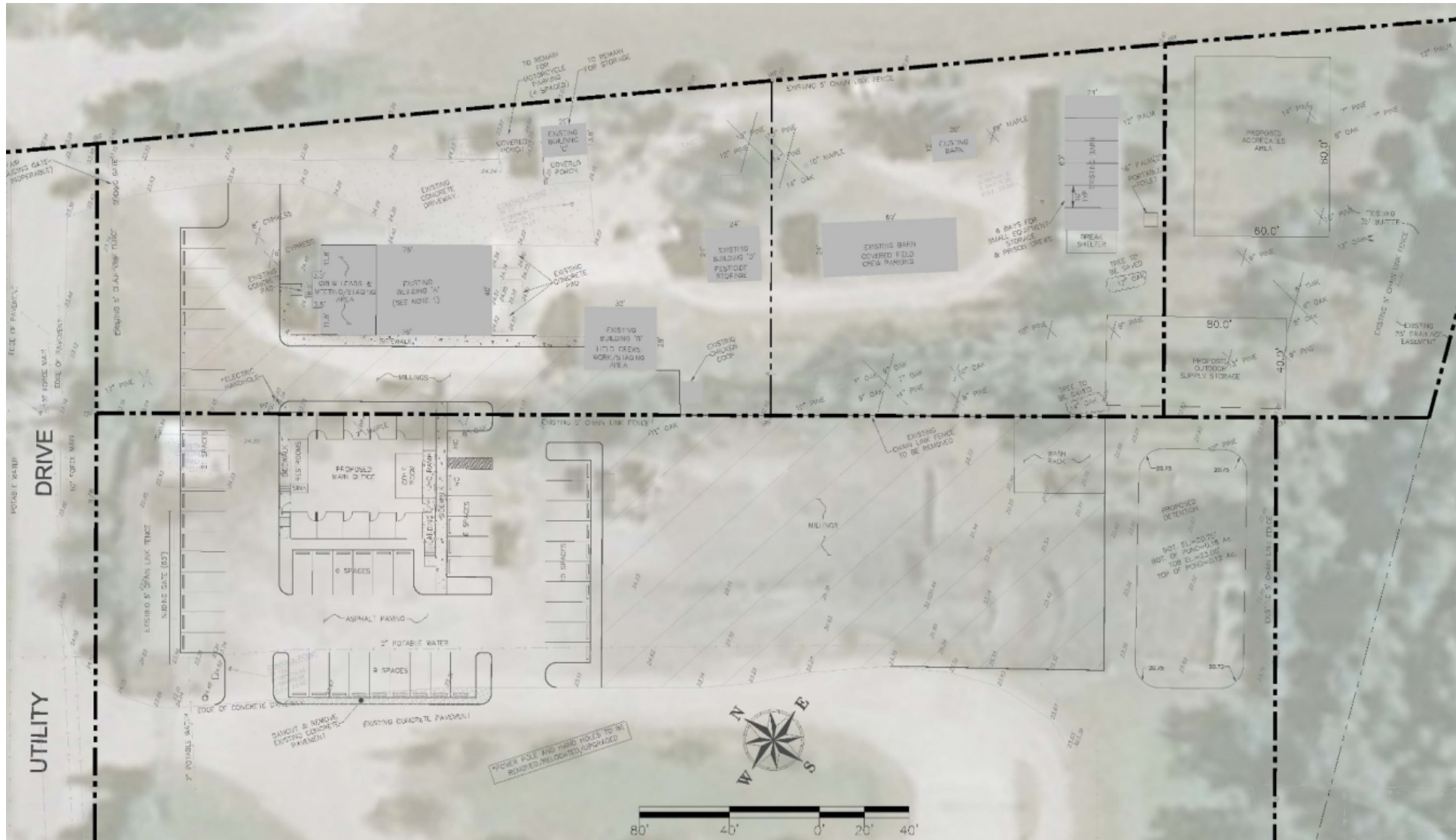
- Address Water Intrusion
 - Add Gutters to Existing Building
 - Perform Site Grading Maintenance
- Additional Covered Fleet Service Bays
 - Enclose 3-Bays of Existing Covered Structure
 - Increase Electric Service to Meet Demand
- Address Restrooms and a Meeting/Training Area
 - Replace the Existing Leased Modular Building with a Larger Unit
 - Renovate Existing Building Area to Create Larger Restrooms & Meeting/Training Area
- Reduce Facility Demand by Relocating Stormwater Equipment & Personnel



Stormwater Facility



Stormwater Facility Site Plan



Proposed Stormwater Facility Improvements

- Administrative Office Areas
 - New Leased Modular Office Building
 - Minor Renovations of Existing Buildings
- Equipment & Staff Parking
 - Minor Sitework to Create Equipment Storage
 - New Parking Areas for Staff Parking
- Covered & Enclosed Storage
 - Utilize Existing Covered Structures with Minor Modifications



Funding



Balancing Needs and Fiscal Responsibility

- No new taxes or funding sources
- Uses existing financial resources
- Proposed improvements address immediate needs
- Proposed improvements consider ultimate Master Plan
 - Minimized improvements related to Phase 1 – Fleet (@ 2020-23)
 - Most of improvements will be in use until Phase 2 - Ops (@2024-26)
- Proposed improvements for Stormwater are longer term that could be used by Utility Department for their operations
 - Exception Modular Building



Project Budget – Immediate Needs



- Public Works Modular Office Building (Installation, Utilities, FFE & Misc.)
 - \$95,000
- Public Works Building Renovations (2 Buildings)
 - \$325,000
- Stormwater Modular Office Building (Installation, Utilities, FFE & Misc.)
 - \$145,000
- Stormwater Facility Parking & Site Improvements
 - \$135,000
- Stormwater Facility Building Renovations (6 Buildings)
 - \$275,000



Capital Expenses



CAPITAL PROJECTS FUND	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26
<u>Path & Trail Projects:</u>	665,000	450,000	200,000	150,000	475,000	150,000	200,000	450,000
<u>Park Projects:</u>	2,000,000	4,025,000	-	-	-	-	-	-
<u>Park Projects - Rehab & Renewal:</u>	925,000	400,000	1,195,000	325,000	1,860,000	1,650,000	550,000	1,000,000
<u>IT Capital Projects:</u>	880,000	400,000	910,000	-	750,000	-	600,000	-
<u>Other Projects:</u>	50,000	50,000	650,000	-	-	-	-	-
<u>City Facility Projects:</u>	1,000,000	-	-	-	-	-	-	-
Public Works Facility	975,000	350,000	3,450,000	7,800,000	3,100,000	500,000	8,500,000	2,700,000
- Temporary Improvements	975,000	-	-	-	-	-	-	-
- Design & Construction Administration	-	350,000	950,000	300,000	100,000	500,000	500,000	-
- Construction	-	-	2,500,000	7,500,000	3,000,000	-	8,000,000	2,700,000
Total Expenditures	6,660,000	5,800,000	6,480,000	8,350,000	6,260,000	2,300,000	9,850,000	4,150,000



Operating Expenses



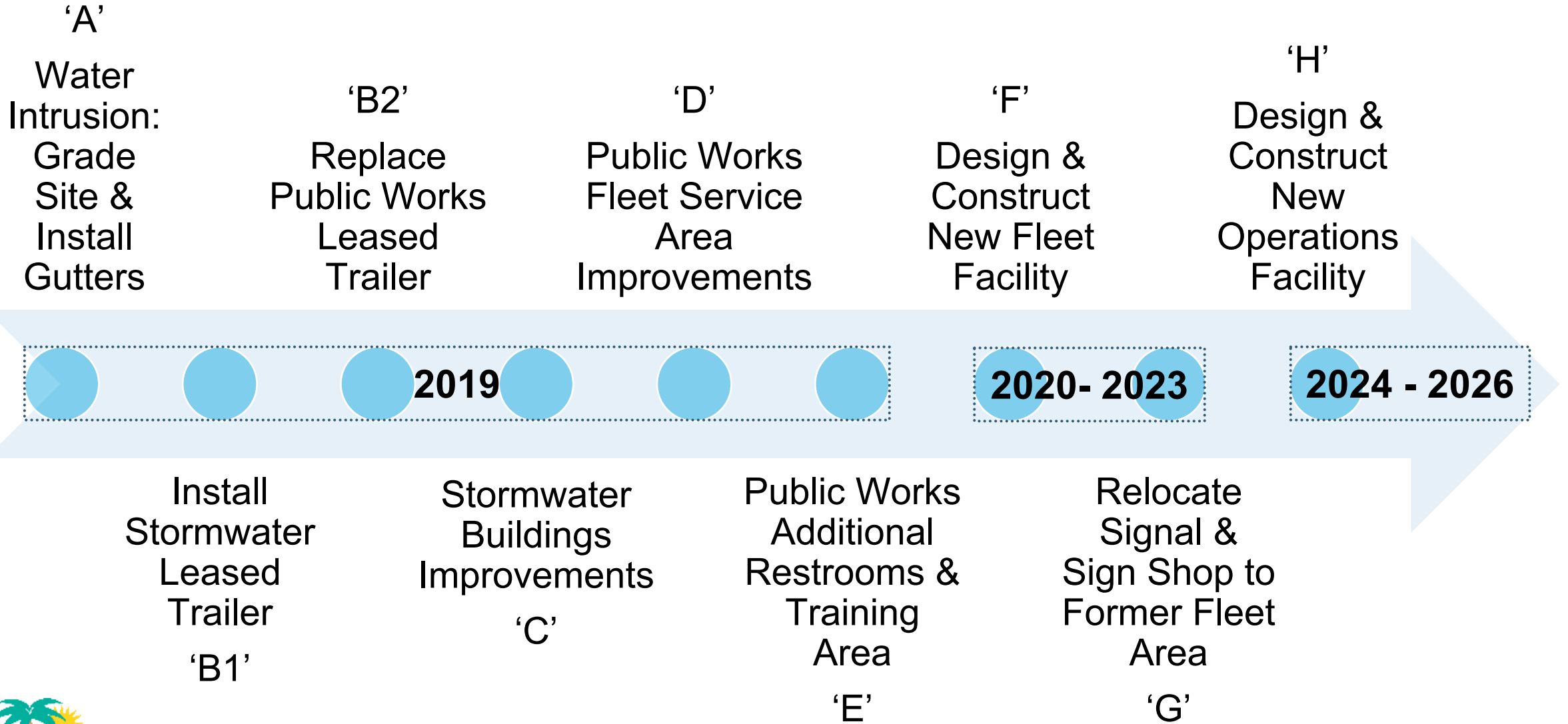
- **Public Works Modular Building Lease:**
 - Current \$795.00 month (1,440 square feet)
 - Proposed \$4,116.00 month (3,600 square feet + ADA Ramp/Canopy)
- **Public Works Utilities:**
 - Increase in Electrical Usage; Larger Modular Building & Additional Fleet Lift
 - Decrease in Water Usage; Less Employees and Equipment Wash-Down
- **Stormwater Modular Building Lease:**
 - Proposed \$4,116.00 month (3,600 square feet + ADA Ramp/Canopy)
- **Stormwater Utilities:**
 - Current Vacant Area & Buildings – Increase for Staff & Equipment Needs



Project Timeline & Schedule



Project Timeline



Project Schedule – Immediate Needs

- **Sitework & Utilities:**
 - Construction: May - September
- **Modular Buildings:**
 - Installation: June
 - Utility Connections / FFE / IT: July
- **Building Renovations**
 - Design: May - June
 - Construction: May - September



Next Steps



Council Approval – May 7th

- Not-To-Exceed Project Expenses in the amount of \$975,000



FiberNet Update P3 RFS

P3 Goals
P3 Requirements
CIO Onboarding
Contract Pre-Prep

*Information Technology Team
April 30, 2019*



P3 Goals



- Partner with a private associate who brings creative solutions and next generation, high-speed internet and other advanced Internet Protocol (IP) based servers to the businesses and residents of the City.
 - Improve current high-speed communications for existing wireless/cable services, increasing competition, speed and functionality.
 - Allow Palm Coast to enable new high-bandwidth services such as automated license plate readers, automated meter reading, and other Smart City projects.
 - Provide additional enhancements to municipal operations, including public safety and DR services.
- Enable Smart City technology and innovation throughout the



P3 Requirements



- Gigabit Internet as a standard offering for all premises.
- Identify all Internet packages including symmetrical/asymmetrical considerations as applicable.
- Explain investment approach to the Palm Coast market. Outline sources of capital and estimate the periods over which investments are made.
- What other Smart City services can you offer the City? Discuss solutions for Smart Street Lighting, Sensor Networks, Mobility Solutions, Data Monetization, and other new emerging technologies and trends. Share what you consider as best practices.



P3 Options



- Additional IP based home and business services.
- Any additional value-added and over-the-top services and applications that can demonstrate the respondent's value to the community, for example, city-wide Wi-Fi Services, conduit leasing, etc.
- Provide in detail, potential P3 arrangements that you prefer, and that have worked successfully in other projects. Define an agreement term that you would seek for this project.



P3 & CIO Onboarding



- Job Description Developed/Finalized
- Job Posted
- Using double-blind screening, with focus on qualifications.
- Applicants being reviewed by both internal and external review teams (Innovation & System Customers).
- May 3rd – First Application Review
- End of May – Extend offer to selected candidate
- Goal is to synchronize onboarding CIO with P3 candidate selection, estimated June 2019.



P3 & Pre-prep



- Pre-prep for P3 contract to expedite bringing P3 on-board. Bill Reichmann and Staff assigned to work on pre-agreement items. Draft MOU and Agreement being provided by Magellan.
 1. Memo of Understanding (MOU),
 2. Definitive Agreement (Ts & Cs),
NOTE: P3 partner might prefer to use their agreement.
 3. Term Sheet.



THANK YOU
Questions?



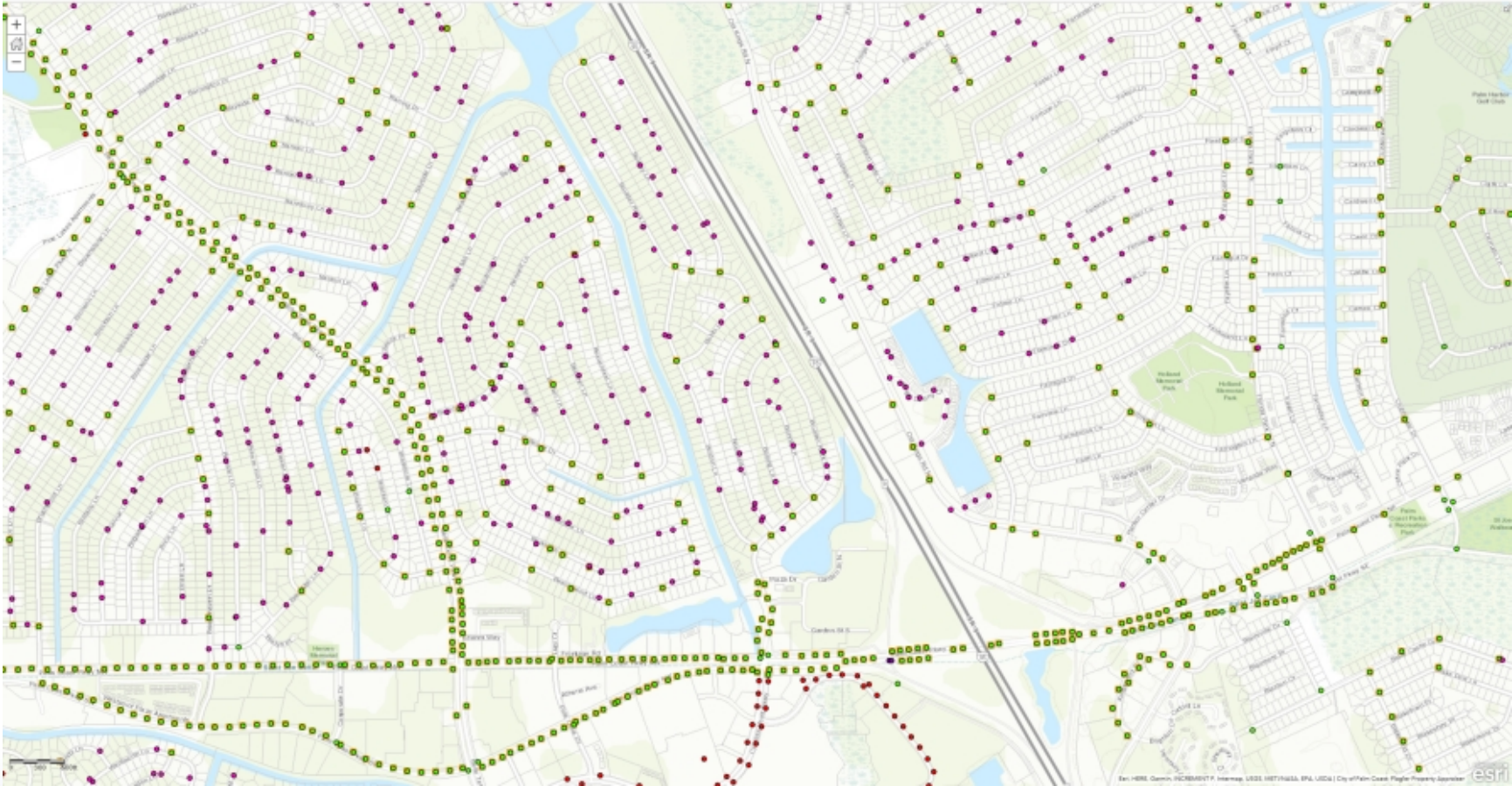
Roadway Lighting Cost Evaluation



Agenda

- Streetlight Program
 - Residential Streetlights
 - Continuous Streetlights
- Streetlight Master Plan
- Construct To Own vs. Lease
 - Cost analysis
 - Case Study
 - Additional considerations

Streetlight Program



Don Schragger – Brief overview

Master Plan

**City of Palm Coast
Flagler County, Florida
Continuous Streetlight Master Plan Update**

Prepared for



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

Prepared by:



LTG, Inc.
1450 W. Granada Boulevard, Suite 2
Ormond Beach, FL 32174

Master Plan

- Prioritize Collector/Arterial Inventory
- 7 Ranking Criteria
 - 1. Traffic Volume
 - 2. Night Time Crash Rates
 - 3. Roadway Type
 - 4. Length of Segment
 - 5. Distance to Pedestrian Destinations
 - 6. Presence of Sidewalks
 - 7. Posted Speed Limit
- Design Criteria
 - American Association of State Highway and Transportation Officials (AASHTO)
 - Federal Highway Administration
 - Florida Department of Transportation

2018-2021 Work Plan

Design	Construction	Roadway Segment	Limits
FY 18	FY19	Lakeview Boulevard	From London Dr. to Matanzas Woods Parkway
FY19	FY19	Belle Terre Parkway	From Palm Coast Parkway to Pine Lakes Parkway
FY19	FY19	Belle Terre Parkway	From Pine Lakes Parkway to Parkview Dr. (S)
FY19	FY19	Belle Terre Parkway	From Parkview Dr. (S) to Whiteview Parkway
FY19	FY20	Belle Terre Parkway	From Whiteview Parkway to Rymfire Drive
FY19	FY20	Belle Terre Parkway	From Rymfire Dr. to Royal Palms Parkway
FY19	FY20	Belle Terre Parkway	From Royal Palms Parkway to East Hampton Boulevard
FY19	FY20	Belle Terre Parkway	From East Hampton Boulevard to SR 100
FY20	FY21	Belle Terre Boulevard	From SR100 to Citation Boulevard
FY20	FY21	Belle Terre Boulevard	From Citation Boulevard to US 1
FY20	FY21	Ravenwood Dr.	From Whiteview Parkway to Rymfire Dr.

Construct to Own vs. Lease



Via Email: DSchrager@palmcoastgov.com

Ref: 4326.04

TECHNICAL MEMORANDUM

To: Donald Schrager, MBA

From: Gil Ramirez, P.E.

Date: April 4, 2019

Subject: Roadway Lighting Ownership Cost Evaluation
Palm Coast, Florida

Construct To Own vs. Lease Complete Master Plan

	First year Cost	total no. of lights	Construction Cost per light	O&M per light Annual	Total O&M Annual	Present value of construction
Own	\$	1990	\$ 7,152.83	\$ 292.75	\$ 582,572.50	\$ 14,234,141.92
Lease (FPL)	\$ -	1990	\$ 423.43 **	\$ 241.96	\$ 481,494.43	\$ 842,625.00

** Estimated ancillary construction costs

Case Study

Belle Terre (Pine Lakes to Whiteview)

	Total no. of lights	Construction Cost per light	O&M per light Annual	Total O&M Annual	Present value of construction
Own	89	\$ 7,152.83	\$ 292.75	\$ 26,054.75	\$ 636,601.87
Lease (FPL)	89	\$ 423.43 **	\$ 241.96	\$ 21,534.44	\$ 37,685.27

** Estimated ancillary construction costs

Additional Considerations

- Liability
- Insurance costs - \$70/light/year (\$6,230)
- Inventory – 2% of asset (\$14,305.66)

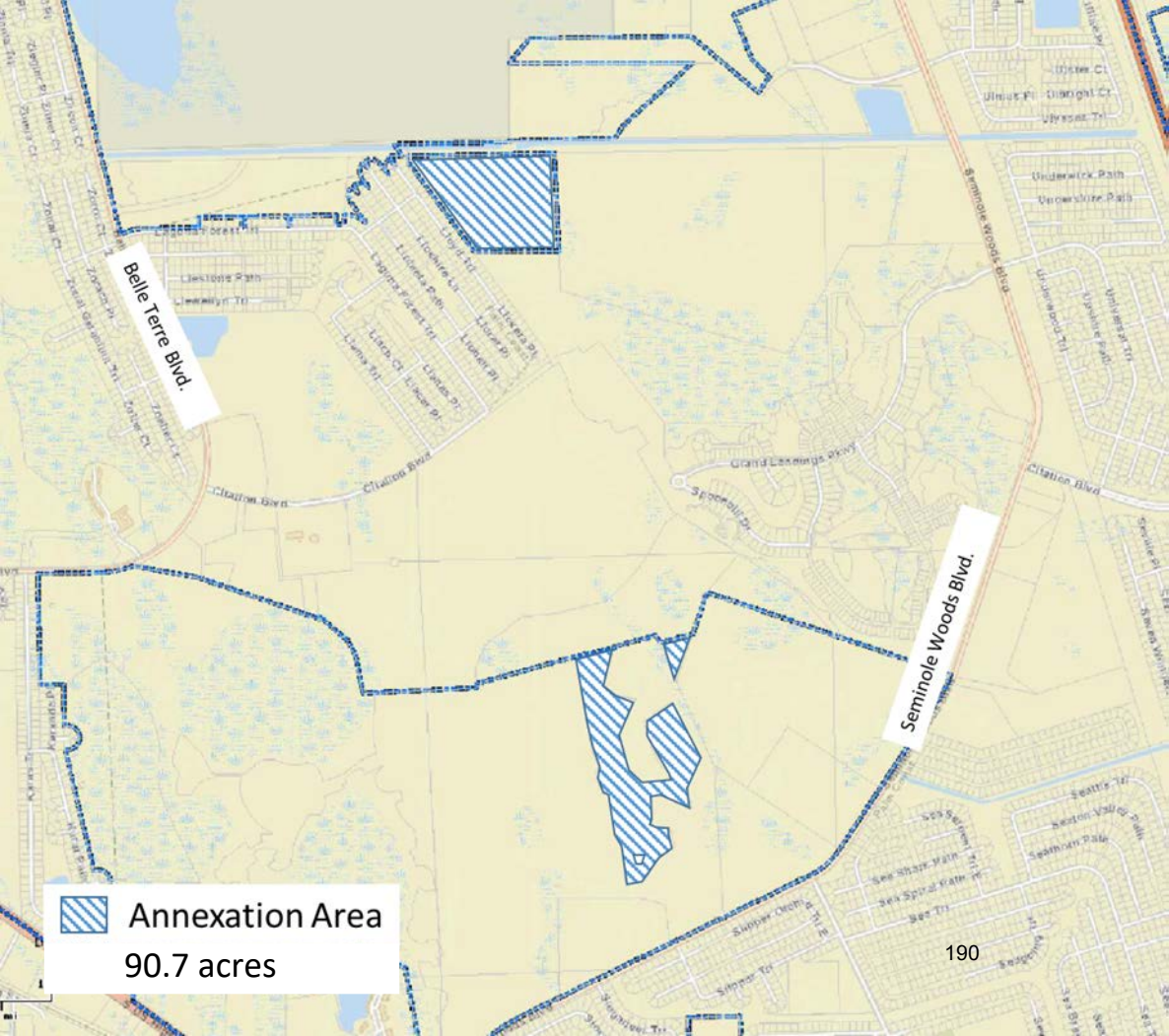
Smart City Deployment Options

- Direct Fiber
- AMI System
- WiFi
- Cellular




LED Street Light

OPEN FOR DISCUSSION



Belle Terre Blvd.

Seminole Woods Blvd.

 **Annexation Area**
90.7 acres

190