



City of Palm Coast

Agenda

COUNCIL WORKSHOP

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

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

Tuesday, July 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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- > 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 THE FY 2020 PROPOSED BUDGET FOR UTILITY, STORMWATER, IT ENTERPRISE & BUILDING FUND**
- 2 RESOLUTION 2019-XX APPROVING A WORK ORDER WITH CPH, INC. FOR PRELIMINARY DESIGN AND PLANNING ACTIVITIES FOR EXPANSION OF WASTEWATER TREATMENT PLANT 2**
- 3 PRESENTATION-ASSESSMENT OF ATHLETIC FIELD UTILIZATION**

- 4 RESOLUTION 2019-XX APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FEDERAL FISCAL YEAR (FFY) 2019 (FY 2019/20) ANNUAL ACTION PLAN**

F WRITTEN ITEMS

- 5 ORDINANCE 2019-XX SUNSETTING THE LEISURE SERVICES ADVISORY COMMITTEE (LSAC) AND REPEALING CHAPTER 2, DIVISION 3, LEISURE SERVICES ADVISORY COMMITTEE, OF THE CODE OF ORDINANCES OF THE CITY OF PALM COAST**
- 6 RESOLUTION 2019-XX PURCHASE AND SALE CONTRACTS WITH MORRIS M. GROSS FOR SURPLUS LANDS AT 79 ROLLING SANDS DRIVE AND 20 WOODSTONE LANE**
- 7 RESOLUTION 2019-XX APPROVING THE PURCHASE AND SALE CONTRACT WITH 13 COMMERCE BLVD HOLDINGS, LLC FOR WASTEWATER IMPROVEMENTS**
- 8 RESOLUTION 2019-XX APPROVING A CONTRACT WITH HAZEN CONSTRUCTION, LLC, FOR THE CONSTRUCTION OF EQUIP WELL SW-43R AND RAW WATER MAIN PROJECT**
- 9 RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH MULTIPLE FIRMS FOR CITY-WIDE ELECTRICAL INSTALLATION AND REPAIR 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

10 CALENDAR/WORKSHEET

City of Palm Coast, Florida Agenda Item

Agenda Date : 07/30/2019

Department	FINANCE	Amount
Item Key	6814	Account
		#
Subject	PRESENTATION OF THE FY 2020 PROPOSED BUDGET FOR UTILITY, STORMWATER, IT ENTERPRISE & BUILDING FUND	
Background:	The Director of Financial Services will present the City Council with the proposed FY 2020 budget for the Utility, Stormwater, IT Enterprise and Building funds.	
Recommended Action :	For Presentation only.	

Fiscal Year 2020 Budget

Utility, Stormwater, Building & IT Enterprise Funds

Tuesday, July 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 & Revenue
Restrictions Presentation
- Property Tax Presentation



JUL - SEPT

- Adopt Maximum Millage Rate
 - Budget Workshop Presentations to City Council
 - General Fund 7/09 & 7/16
 - Proprietary Funds 7/30
 - CIP & All Other Funds 8/13
 - Final Proposed Budget – All Funds 8/27
 - Public Hearings to Adopt Tentative 9/04 and Final 9/18 Millage Rate & Budget
- ## OCT - DEC
- FY19 Year End Close-Out
 - End of Year Review with Departments



PRESENTATION OVERVIEW

All Funds

- Personnel Changes

Utility

- Operating Fund Summary
- Utility Capital Projects 5 Year Plan

Stormwater

- Fund Summary
- Projects Per Accelerated Plan
- Stormwater Capital Projects 5 Year Plan

Building

- Operating Fund Summary

IT Enterprise

- IT Enterprise Fund Summary

PERSONNEL CHANGES

Utility

- Customer Service Representative
- Finance Technician
- Maintenance Technician (Wastewater)
- Utility Systems Technician (Wastewater)

Stormwater

- Senior Staff Assistant
- (6) Equipment Operators
- Survey Crew Chief

Building

- Deputy Chief Building Official
- Plans Examiner/Building Inspector (as determined)

Budget includes 3% average merit raise and 2% adjustment to starting salaries in January

WATER & WASTEWATER UTILITY FUND



UTILITY OPERATING FUND

	Original 2019	Estimated 2019	Proposed 2020	FY 19-20 Change	Percentage Change
Revenue	42,395,540	42,963,570	45,753,102	3,357,562	7.9%
Fund Balance Appropriation	-	2,000,000	-	-	
Total Revenues	42,395,540	44,963,570	45,753,102	3,357,562	7.9%
Customer Service & Finance	1,649,507	1,649,086	1,698,565	49,058	3.0%
Administration	876,337	872,982	1,135,502	259,165	29.6%
Wastewater Operations	7,741,443	7,472,455	8,300,800	559,357	7.2%
Water Operations	10,724,788	10,775,815	12,005,958	1,281,170	11.9%
Construction Management	530,292	528,619	548,075	17,783	3.4%
Non-Departmental	20,873,173	23,664,613	22,064,202	1,191,029	5.7%
Total Expenditures	42,395,540	44,963,570	45,753,102	3,357,562	7.9%

Personnel Changes:

Customer Service Representative
 Finance Technician
 Maintenance Technician (Wastewater)
 Utility Systems Technician (Wastewater)



UTILITY CAPITAL PROJECT FUND SUMMARY

	Estimated 2019	Proposed 2020	Proposed 2021	Proposed 2022	Proposed 2023	Proposed 2024
Impact Fees	5,530,000	5,640,600	5,753,412	5,868,480	5,985,850	6,105,567
Interest on Investments	208,197	119,592	124,445	129,541	134,892	140,510
OKR SAD Interest	235,031	230,408	225,555	220,459	215,108	209,490
Developer Contributions	-	2,500,000	1,500,000	-	-	-
R&R Transfer	4,404,620	5,290,990	5,609,957	5,814,513	7,231,248	7,303,560
Grants	-	1,196,778	-	-	-	-
Debt Proceeds	-	-	14,000,000	22,000,000	3,950,000	-
Appropriated Fund Balance	2,877,046	17,273,670	-	-	8,063,031	-
Total Revenues	13,254,894	32,252,038	27,213,369	34,032,993	25,580,129	13,759,127
Misc. Utility Services	1,216,771	1,387,038	1,214,658	1,002,355	1,310,129	1,017,980
Total Water System Improvements	3,460,000	10,545,000	9,135,000	5,940,000	12,990,000	4,475,000
Total Wastewater System Improvements	8,578,123	20,320,000	16,605,000	18,930,000	11,280,000	7,530,000
Reserves	-	-	258,711	8,160,638	-	736,148
Total Expenditures	13,254,894	32,252,038	27,213,369	34,032,993	25,580,129	13,759,127

UTILITY CAPITAL PROJECTS FUND

EXPENDITURES - WATER

	Estimated 2019	Proposed 2020	Proposed 2021	Proposed 2022	Proposed 2023	Proposed 2024
Water Treatment Plant #1	455,000	980,000	1,825,000	1,050,000	300,000	200,000
Water Treatment Plant #2	70,000	1,180,000	1,500,000	300,000	-	-
Water Treatment Plant #3	120,000	-	315,000	1,000,000	4,500,000	350,000
Wellfield and Wells	500,000	3,025,000	1,500,000	700,000	4,600,000	600,000
Water Mains	90,000	3,260,000	1,550,000	500,000	1,000,000	1,000,000
Distribution System Improvements	1,625,000	1,450,000	1,795,000	1,690,000	1,890,000	1,575,000
General Plant R & R - Water	600,000	650,000	650,000	700,000	700,000	750,000
Total Water Capital Projects	3,460,000	10,545,000	9,135,000	5,940,000	12,990,000	4,475,000



UTILITY CAPITAL PROJECTS FUND

EXPENDITURES - WASTEWATER

	Estimated 2019	Proposed 2020	Proposed 2021	Proposed 2022	Proposed 2023	Proposed 2024
Pretreatment Effluent Pumping System (PEP)	2,862,000	2,650,000	2,650,000	2,650,000	2,650,000	2,650,000
Wastewater Treatment Plant #1	1,296,123	1,960,000	5,000,000	1,400,000	500,000	1,500,000
Wastewater Treatment Plant #2	50,000	1,450,000	2,550,000	11,000,000	3,500,000	400,000
Wastewater Treatment Plant #3	-	-	-	-	-	200,000
Force Mains	760,000	4,200,000	2,500,000	100,000	450,000	50,000
Reclaimed Water Mains	75,000	1,575,000	550,000	200,000	-	-
Beachside Sewer System	-	200,000	50,000	-	-	-
Lift Stations and Pump Stations	1,315,000	5,735,000	1,055,000	1,330,000	1,930,000	480,000
RIB Site Fencing	-	200,000	-	-	-	-
General Plant R & R - Wastewater	2,220,000	2,350,000	2,250,000	2,250,000	2,250,000	2,250,000
Total Wastewater Capital Projects	8,578,123	20,320,000	16,605,000	18,930,000	11,280,000	7,530,000



STORMWATER FUND



STORMWATER FUND SUMMARY

	Amended 2019	Estimated 2019	Proposed 2020	FY 19-20 Change	Percentage Change
Estimated Revenue	10,284,805	10,402,504	11,231,712	946,907	
Debt Proceeds	2,460,000	-	6,992,148	4,532,148	
Fund Balance Appropriation	139,800	-	157,520	17,720	
Total Revenue	12,884,605	10,402,504	18,381,380	5,496,775	42.7%
Budgeted Expenditures	12,884,605	9,443,407	18,381,380	5,496,775	
Contingency	-	959,097	-	-	
Total Expenditures	12,884,605	10,402,504	18,381,380	5,496,775	42.7%

Personnel Changes:

Senior Staff Assistant

(6) Equipment Operators

Survey Crew Chief



STORMWATER PROJECTS

ACCELERATED PROGRAM



STORMWATER PROJECTS

ACCELERATED PROGRAM – FY 2019 PROJECTS

FY 19 Projects:

- Ditch restoration and pipe cleaning: W-Section Pine Lakes Pkwy to Woodside
- Ditch restoration and pipe cleaning: E-Section, Emerson Dr., Eagle Harbor Trail, and Eastwood Dr. to Easthampton Waterway
- Ditch restoration and swale improvements: R and F Sections,
- Ditch maintenance: Fellowship Dr., Riverside Lane, Bud Hollow Dr., Lee Dr., & Red Mill
- Swale maintenance - 22 miles FY19 to date
- Ditches sprayed - 168 miles FY19 to date
- Belle Terre pipe replacement project – design completed and contractor selected
- F-Section concrete ditch design complete
- K-6 weir replacement and Smith Trail pipe crossing design awarded, to be completed FY19
- RFP for pipe lining at 6 major crossings, expect to award contract FY19
- City-wide Stormwater Modeling/Master Plan to be completed FY19



STORMWATER PROJECTS

ACCELERATED PROGRAM – FY 2020 PROJECTS

FY 20 Projects:

- Design Projects:
 - Multiple capacity and conveyance projects to be identified in Master Plan
 - Royal Palms Canal Weir L-4 analysis
 - Cypress Knoll Golf course stormwater by-pass
 - Additional ditch restoration projects will be identified
- Construction Projects:
 - E-Section drainage improvements and canal dredging
 - F-Section concrete ditch
 - Belle Terre Pipe Replacement (south of Citation Blvd.)
 - R-Section/Rymfire drainage improvements
 - K-6 weir replacement and Smith Trail pipe crossing
 - Major pipe crossing pipe lining projects (6)



STORMWATER FUND – 5 YEAR PLAN

	Estimated 2019	Proposed 2020	Projected 2021	Projected 2022	Projected 2023	Projected 2024
Stormwater Fees	9,764,805	10,710,156	11,899,595	12,995,325	14,097,344	15,205,654
Ad Valorem Taxes	520,000	521,556	523,121	524,690	526,264	527,843
Grants	57,699	-	-	-	-	-
Debt Proceeds	-	6,992,148	3,060,000	5,270,000	5,360,000	4,760,000
Interest	60,000	-	-	-	-	-
Fund Balance Appropriation	-	157,520	623,530	306,621	-	178,749
Total Stormwater Revenue	10,402,504	18,381,380	16,106,246	19,096,636	19,983,608	20,672,246
Operating Expenditures	6,148,926	8,526,632	10,919,646	11,881,036	11,462,485	12,949,146
Saltwater Canal System	75,000	80,000	85,000	90,000	95,000	100,000
Stormwater Storage/Detention	-	-	-	350,000	1,700,000	450,000
Control Structure Replacements (Weirs)	129,626	1,145,000	110,000	1,500,000	115,000	230,000
Major Pipe & Canal Crossings	156,000	1,580,000	1,460,000	1,470,000	1,660,000	1,580,000
Capacity Improvements	185,000	2,831,000	950,000	950,000	950,000	950,000
Pipe Replacements	700,000	1,695,000	800,000	875,000	930,000	1,010,000
Swale Maintenance Rehab & Renewal	450,000	465,000	490,000	515,000	540,000	847,500
Ditch Maintenance Rehab & Renewal	160,000	220,000	220,000	200,000	170,000	170,000
Weed Control	690,816	612,600	506,600	180,600	190,600	200,600
Freshwater Canal Dredging	-	-	150,000	1,000,000	250,000	2,000,000
New Equipment	748,039	1,226,148	415,000	85,000	770,000	185,000
Reserves	959,097	-	-	-	1,150,523	-
Total Stormwater Expenditures	10,402,504	18,381,380	16,106,246	19,096,636	19,983,608	20,672,246

BUILDING FUND



BUILDING PERMITS FUND

	Original 2019	Estimated 2019	Proposed 2020	FY 19-20 Change	Percentage Change
Permits, Fees and Miscellaneous	2,318,000	2,318,000	2,318,000	-	
Interest	15,000	15,000	15,000	-	
Appropriated Fund Balance	-	-	582,973	582,973	
Total Revenues	2,333,000	2,333,000	2,915,973	582,973	25.0%
Operating Expenditures	2,165,791	2,273,702	2,915,973	750,182	
Reserves	167,209	59,298	-	(167,209)	
Total Expenditures	2,333,000	2,333,000	2,915,973	582,973	25.0%

July 2018 – July 2019

- 13,000+ Permits Reviewed/Issued
- 44,218 Inspections Performed

With the increase in development plat related applications, we anticipate these permit numbers to increase next fiscal year.

Personnel Changes:

Deputy Chief Building Official
Plans Examiner/Building Inspector (as determined)



MAJOR PROJECTS UNDER REVIEW

- Palm Coast 145 –Single-Family
- Grands Landing –Single-Family
- Matanzas Lake –Single-Family
- Matanzas Multi-Family Project (Palm Coast Park DRI) –Multi-Family
- Sawmill Creek Subdivision (Palm Coast Park) –Single-Family
- Matanzas Woods Retail Center (Palm Coast Park)
- Easthampton Subdivision –Single-Family
- The Palms (Town Center) - Multi-Family
- The Venue (Town Center) –Multi-Family
- Azure Assisted Living Facility
- Gold Choice Assisted Living Facility
- Marina Del Palma – Single Family
- American Village - Multi-Family/ Single-family
- Ryan's landing –Single-Family
- Advent Health Medical Facility
- Kohl's Plaza Retail expansion



IT ENTERPRISE FUND



INFORMATION TECHNOLOGY FUND

ENTERPRISE

	Amended 2019	Estimated 2019	Proposed 2020	FY 19-20 Change	Percentage Change
Fiber Optic Charges & Leases*	288,440	288,440	275,340	(13,100)	
Cell Tower Consulting	20,000	20,000	20,000	-	
Cell Tower Rentals	204,317	263,119	257,166	52,849	
New Cell Towers	-	50,000	-	-	
Interest	-	18,000	10,000	10,000	
Appropriated Fund Balance	226,454	99,652	-	(226,454)	
Total Revenues	739,211	739,211	562,506	(176,705)	-23.9%
Operating Expenditures	342,757	340,557	400,568	57,811	
Cell Tower Consulting	20,000	20,000	20,000	-	
Transfer to Internal Service Fund	326,454	328,654	-	(326,454)	
Capital Outlay	50,000	50,000	141,938	91,938	
Total Expenditures	739,211	739,211	562,506	(176,705)	-23.9%

*QCST Fiber Lease Final Payment FY 20



QUESTIONS



City of Palm Coast, Florida

Agenda Item

Agenda Date: 7/30/2019

Department	Stormwater and Engineering	Amount	\$121,580.00
Item Key		Account	54029083-063000-82007
Subject	RESOLUTION 2019-XX APPROVING A WORK ORDER WITH CPH, INC. FOR PRELIMINARY DESIGN AND PLANNING ACTIVITIES FOR EXPANSION OF WASTEWATER TREATMENT PLANT 2		
Background : Wastewater Treatment Plant 2 is rated to treat a maximum of 2 Million Gallons per Day (MGD) to advanced wastewater treatment standards and is expandable to 6.0 MGD in 2 MGD increments. Based on the latest Wastewater Capacity Analysis Report prepared by utility staff and on the Florida Department of Environmental Protection (FDEP) regulations, the City needs to begin the process to design additional wastewater treatment capacity to meet future demands. The City plans to apply for a Clean Water State Revolving Fund (CWSRF) loan to assist in financing the design of the expansion. A Request for Inclusion (RFI) will be submitted as soon as possible to the FDEP. A public meeting is scheduled August 14, 2019, at which time the FDEP will determine the projects approved for CWSRF funding. Additional documents are required for the loan application and will be submitted before the public meeting. City staff recommends retaining CPH, Inc., to prepare the Wastewater Management Systems Facilities Plan, a Capital Financing Plan and the CWSRF loan application as required to secure a State Revolving Fund loan to fund the design of the WWTP 2 Expansion. Work will be performed on an hourly rate basis under the existing continuing services contract for a fee not-to-exceed \$121,580.00. Funds for the design are budgeted in the Utility 5-Year Capital Plan FY 19-20.			
Recommended Action : Adopt Resolution 2019-XX approving a work order with CPH, Inc.in the amount not-to-exceed \$121,580.00, for preliminary design and planning activities for expansion to Wastewater Treatment Plant #2.			

**RESOLUTION 2019
WASTEWATER TREATMENT PLANT NO. 2 EXPANSION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A WORK ORDER WITH CPH INC., FOR THE PRELIMINARY DESIGN AND PLANNING ACTIVITIES FOR THE WASTEWATER TREATMENT PLANT NO. 2 EXPANSION, IN AMOUNT NOT TO EXCEED \$121,780.00; 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, CPH, Inc., has expressed a desire to perform engineering services for the Preliminary Design and Planning Activities for the Expansion of Wastewater Treatment Plant No. 2; and

WHEREAS, the City Council of the City of Palm Coast desires for CPH, Inc., to provide for the Preliminary Design and Planning Activities for the Wastewater Treatment Plant No. 2 Expansion,

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

SECTION 1. APPROVAL OF WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of the work order with CPH, Inc. for the Preliminary Design and Planning Activities for the Wastewater Treatment Plant No. 2 Expansion,

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 6th day of August 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



SCOPE OF SERVICES

City of Palm Coast Wastewater Treatment Plant No.2 Expansion

SRF Design Loan Application and Management

June 19, 2019

BACKGROUND

The City of Palm Coast (City) Wastewater Treatment Plant (WWTP) No.2 was recently constructed and put into operation in June 2018. The WWTP No.2 utilizes the membrane bioreactor (MBR) treatment process to treat the wastewater to meet advanced wastewater treatment standards, with a rated capacity of 2.0 million gallons per day (MGD), expandable to 6.0 MGD. The CITY's projected growth indicates that the capacity of WWTP No.2 will be exceeded within the next 3-5 years. The CITY needs to start the planning on expanding WWTP No.2 to 4.0 MGD to meet the future treatment demands.

The CITY desires to obtain the Clean Water State Revolving Fund (CWSRF) loan to fund the design of the WWTP No.2 expansion. In order to be included in the 2019 SRF Priority List Public Meeting on August 14, 2019, the Request for Inclusion (RFI) on the CWSRF Priority List shall be submitted to FDEP as soon as possible. Meanwhile, all the other required planning documents for the loan application shall be submitted at least 45 days before the public meeting.

SCOPE OF SERVICES

This proposal is prepared to assist the CITY in the CWSRF design loan application with the following tasks:

Task 1 Planning Documents

1.1 Facilities Plan

The CONSULTANT shall update the CITY of Palm Coast Wastewater Management System Facilities Plan (Plan) dated February 2015 to address the existing condition and proposed expansion. The Plan shall include the evaluation of alternatives, cost comparison of alternatives and the selected alternative for implementation. The Plan shall present detailed cost estimate for the proposed project. The CONSULTANT shall assist the CITY in preparing and adopting the Resolution for CITY adoption and approval of the Plan. The CONSULTANT shall attend the CITY Council Workshops and meetings related to adopting the Resolution if required.

1.2 Financial Feasibility Study & Capital Financing Plan

PRMG, Inc., the sub-consultant of the CONSULTANT, shall conduct a Financial Feasibility Study and prepare the Capital Financing Plan. The Capital Financial Plan shall identify revenues to be dedicated to paying back the SRF loan and address the existing and proposed



user charge system. The CONSULTANT shall coordinate with PRMG during the preparation of the Financial Feasibility Study for the design loan application. The detailed scope of services that PRMG will perform is attached as **Appendix A** (phase 1).

1.3 Implementation Schedule

The CONSULTANT shall develop a project schedule including design, SRF loan approval process including hearings for approval and loan agreement approval, bidding, and construction of the WWTP No.2 expansion.

Task 2 SRF Design Loan Application

The CONSULTANT shall prepare and submit the SRF Loan application for design of the WWTP No.2 expansion to FDEP, along with all the supporting documents. The CONSULTANT shall assist the CITY in preparing the Resolution for the design SRF Loan application, including the “Legal Opinion on Pledged Revenue” Resolution and the Loan Resolution. The CONSULTANT shall review the draft loan agreement and provide comments to the CITY. The CONSULTANT shall attend the CITY Council Workshops and Meetings related to the adoption of the Resolutions.

Task 3 SRF Design Loan Coordination and Management

The CONSULTANT shall assist the CITY in complying with SRF loan requirements set forth in the loan agreement and preparing the FDEP SRF disbursement request packages. The CONSULTANT shall submit the package to the CITY for review, make revisions requested by CITY, collect signatures from the CITY representative, and submit the final copy to FDEP. The CONSULTANT shall assist the CITY in addressing all the comments and questions the FDEP may have. The CONSULTANT shall assist the CITY in providing the loan close out documents at the end of the project.

FEE AND COMPENSATIONS

The CONSULTANT proposes to provide the engineering services (Tasks 1 – 3) described above for a not-to exceed fee of \$121,580.00. The proposed fee includes reimbursable expenses and sub-consultant fees. The CONSULTANT will bill the CITY based on the actual hours and expenses incurred and the total amount billed will not exceed the above not-to-exceed amount unless authorized by the CITY. The detailed break downs of the fee estimation are presented in **Appendix B**. The proposed fee of each task is summarized as follows:

Task #	Description	Cost
Task 1	Planning Documents	\$78,510.00
Task 2	SRF Design Loan Application	\$9,010.00
Task 3	SRF Design Loan Coordination and Management	\$34,060.00
Total		\$121,580.00

**Appendix A Public Resources Management Group, Inc.
Letter Agreement to Provide Financial Services - State
Revolving Fund Loan Applications (Phase 1)**



**Public Resources Management Group,
Inc.**

*Utility, Rate, Financial and Management
Consultants*

February 15, 2019

Mr. David A. Gierach, P.E.
President
CPH, Inc.
P.O. Box 2808
Sanford, FL 32772-2808

Subject: **Letter Agreement to Provide Financial Services - State Revolving Fund Loan Applications**

Dear Mr. Gierach:

Public Resources Management Group, Inc. (PRMG) is pleased to submit this letter proposal to CPH, Inc. (CPH) to provide subconsulting services on behalf of the City of Palm Coast (the "City") associated with assisting in the preparation of two State Revolving Fund (SRF) loan applications on behalf of the City's water and wastewater utility system (the "System"). Based on our understanding of the City's needs, PRMG proposes to update the most recently completed financial forecast (the "Water and Wastewater Revenue Sufficiency and Capital Facilities Fees Study") dated August 15, 2018, to reflect current and changed conditions in order to prepare the capital financial plan component of the two separate SRF loan applications and preparing for and attending the presentation to the City Council of the findings of the capital finance plans as required by the Florida Department of Environmental Protection (FDEP). The two separate loan applications relate to: i) a SRF Loan application for the design of the City's proposed wastewater facilities expansion; and ii) a separate SRF Loan application for the construction of the City's proposed wastewater facilities expansion.

PROJECT TEAM AND BILLING RATES

With respect to the performance of this engagement, Robert J. Ori will be the principal-in-charge and will be the primary contact with the City and CPH. Other analysts and administrative personnel will be utilized during the course of the engagement as needed. Attachment A summarizes the direct labor hourly billing rates relative to this engagement which is made part of this proposal.

SCOPE OF SERVICES

The scope of services to be performed by PRMG relative the Project is included herein as Attachment B which is made part of this proposal.

COMPENSATION AND BILLING

Initial budget consists of two phases which include: i) preparation of the capital finance plan component of the SRF Loan application for the design of the City's proposed wastewater facilities expansion; and ii) preparation of the capital finance plan component of the SRF Loan application for the construction of the City's proposed wastewater facilities expansion. The contract budget for each phase of the project is summarized below with a combined contract budget not to exceed \$27,700; reference Attachment B for billing rates.

	Contract Amount
Phase 1 – Preparation of SRF Capital Finance Plan - Design	<u>\$13,850</u>
Phase 2 – Preparation of SRF Capital Finance Plan - Construction	<u>13,850</u>
Total Phases 1 and 2	<u>\$27,700</u>

This contract budget amount includes the direct cost of personnel anticipated to be assigned to conduct the various tasks of the Project by PRMG as well as an allowance for other direct costs such as travel, telephone, delivery charges and subconsulting expenses, if any. The costs incurred by PRMG for such other direct costs, if any, would be billed to CPH based on the standard rate for the recovery of such costs as identified in Attachment A. It is proposed that PRMG would bill monthly for services relative to this engagement based on the sum of: i) the hourly amount of time spent by the Project team members; ii) the other direct costs incurred to provide the financial consulting services; and iii) the subconsulting expenses required to assist in Project completion, as adjusted for administrative costs per Attachment A. It is not anticipated that any subconsultants would be required to assist PRMG in the completion of the Project. To the extent that PRMG determines that a portion of the Project would need to be performed by a subconsultant, PRMG would notify CPH in writing for approval prior to the assignment of any Project responsibilities to such subconsultant by PRMG.

It should be noted that the proposed contract budget would be billed on an hourly basis predicated on the actual work effort performed by PRMG and not on a lump-sum basis. To the extent that the Project were completed at a cost less than the contract budget, PRMG would not invoice CPH for any amounts remaining (unbilled) on such contract except for the provision of any additional services which CPH may request from PRMG, as mutually agreed between the two parties.

PROJECT SCHEDULE

Upon notification to proceed as provided by CPH, PRMG would complete the Project within a reasonable time frame (e.g., 180 days) for presentation to the City Council at a public hearing, the date of which has yet to be determined. The completion of the analysis would be subject to the availability of information provided to PRMG from the City that would be necessary to conduct our rate study update analysis.

Mr. David A. Gierach, P.E.
CPH, Inc.
February 15, 2019
Page 3

FINANCIAL ADVISOR QUALIFICATION

In the preparation of the scope of services as set forth in this Agreement, to the extent that PRMG may need to rely upon certain assumptions regarding the financing of future capital improvements using external sources of funds such as the issuance of debt, these assumptions shall be developed in conjunction with the City staff and/or the City's Municipal Financial Advisor. The use of such capital financing assumptions, if any, is solely for water and wastewater rate and financial planning purposes identified in this scope of services and should not be interpreted as advice regarding the ultimate sizing, timing, and the cost of debt capital. These debt-related variables are subject to market conditions, as well as the City's credit rating at the time of issuance, and advice regarding such terms and conditions shall only be provided by the City's registered Municipal Financial Advisor. As such, the actual terms and conditions associated with the issuance of any future debt may vary from the assumptions used in performing the scope of services prepared pursuant to this Agreement.

Based on the foregoing, in accepting this Agreement, CPH expressly acknowledges that PRMG is not a "Municipal Advisor" as defined under Section 15B(e)(4)(A) of the Exchange Act as amended by the Dodd- Frank Act and thus is not providing advice with respect to municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms and conditions and other similar matters concerning financial products or issues.

If this proposal is acceptable to both the City and CPH, please prepare a subconsultant agreement or necessary contract documents between our two firms that incorporates the scope of work and other components of this proposal. Once we receive the executed documents, we will consider this as our notice to proceed on the project. We appreciate the opportunity to provide the utility consulting services to CPH on behalf of the City and look forward to working with both CPH and the City on this Project in the near future.

Very truly yours,

Public Resources Management Group, Inc.

Robert J. Ori
President

Attachments

ATTACHMENT A

CITY OF PALM COAST, FLORIDA STATE REVOLVING FUND LOAN APPLICATION - FINANCIAL SERVICES

PUBLIC RESOURCES MANAGEMENT GROUP, INC. SCHEDULE OF DIRECT LABOR HOURLY RATES AND COST RATES

DIRECT LABOR HOURLY RATES

Project Team Title	Direct Labor Hourly Rates [*]
Principal	\$210.00
Associate	\$180.00
Managing Consultant	\$165.00
Supervising Consultant	\$145.00
Senior Consultant	\$130.00
Rate Consultant	\$120.00
Consultant	\$110.00
Senior Rate Analyst	\$100.00
Rate Analyst	\$ 90.00
Analyst	\$ 80.00
Assistant Analyst	\$ 70.00
Administrative Support Staff	\$ 60.00

[*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.

STANDARD COST RATES

Expense Description	Standard Rates [*]
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (Black and White) (In-House)	\$0.05 per Page
Reproduction (Color) (In-House)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging/Other Travel Costs	Actual Cost
Meals	Not-to-Exceed per PRMG Employee: \$8.00 – Breakfast \$12.00 – Lunch \$25.00 – Dinner
Subconsultant Services	Actual Cost plus 5.0%

[*] Standard cost rates effective twelve months after the date of execution of the Agreement; where applicable, rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties. Any Standard Rate adopted by policy by Client will supersede rates shown above

ATTACHMENT B

CITY OF PALM COAST, FLORIDA STATE REVOLVING FUND LOAN APPLICATION - FINANCIAL SERVICES

SCOPE OF SERVICES

The following represents the scope of services to be performed by Public Resources Management Group, Inc. (PRMG) as it relates to providing financial services associated with the preparation of the capital finance plans associated with the preparation of the two State Revolving Loan Fund (SRF) applications on behalf of the City of Palm Coast, Florida (the "City"). The preparation of the capital finance plans will include the update of the financial forecast recently prepared for the City (the "Water and Wastewater Revenue Sufficiency Study") dated August 15, 2018, to encompass the planning phase required by the FDEP SRF Loan application and the preparation of all of the forms and corresponding analytical work papers / calculation considered necessary to support the financial forecast contained in the application. PRMG will prepare the Capital Finance Plan schedules contained in the two separate applications. For the purposes of developing the contract budget it has been assumed that PRMG will develop one update financial forecast that will be used to prepare both SRF Loan applications, therefore the tasks listed below are assumed to be related to each loan application equally and have not be repeated for each loan application. The tasks included in the scope of services are described below:

Task 1 - Data Acquisition and Review: PRMG will prepare a data request to assimilate updated statistical and financial information from the City. Data that will be requested includes: i) financial data such as adopted and proposed budgets, recent historical operating results, and updated customer statistics; and ii) other information as deemed necessary by PRMG to adequately complete the loan applications.

Task 2 – Development of Historical Presentation: Working with the City, PRMG will prepare the historical operating results section of the Capital Finance Plans which will include the Fiscal Year 2018 as the most recent fiscal year. The basis for the historical financial presentation will also be recognized in the development of the projected financial forecast presented in the Capital Finance Plans.

Task 3 – Development of Financial Projections: PRMG will update the customer and financial operating projections originally prepared for inclusion in the Water and Wastewater Revenue Sufficiency Study. The updated customer and financial projections since the last study will focus on: i) any significant change in customer growth and water use / sewer flow patterns; ii) material changes to operations and maintenance expenses; and iii) changes to the City's Capital Improvement Program (both timing and amount) since PRMG last performed the analysis. PRMG will prepare a five-year projection of the revenue requirements of the utility system in accordance with the requirements of the SRF loan application using current budgetary information as the basis for projections. The net effect of this task is to develop target expenditure requirements sufficient to meet the rate covenants requirements as outlined by the Florida Department of Environmental Protection (FDEP) as a prerequisite of SRF loan approval.

Task 4 – Preparation of SRF Capital Finance Plans: PRMG will prepare the necessary documentation as required by the FDEP in support of developing the SRF Capital Finance Plans. Information to be prepared for inclusion in the Capital Finance Plans will include: i) recent historical operating results for the utility system; ii) disclosure of existing and proposed indebtedness where utility revenues are the pledged repayment source; iii) preparation of five-year financial projections; and iv) other required information. Such information will be provided to the City’s consulting engineers for inclusion in the comprehensive SRF loan submittal.

Task 5 – Attendance of Public Hearings

Phase 1 - Design Related SRF Loan

PRMG will attend one (1) public hearing to present the results of the Design related Capital Finance Plan to the City Council.

Two specific deliverables will be provided:

Deliverable 1 – At the conclusion of Task 3, the financial component of the capital finance plan related to the Design SRF Loan Application.

Deliverable 2 – Concurrent with Task 4, a presentation document to present the capital finance plan related to the Design SRF Loan Application to the City Council.

Phase 2 - Construction Related SRF Loan

PRMG will attend one (1) public hearing to present the results of the Construction related Capital Finance Plan to the City Council.

Two specific deliverables will be provided:

Deliverable 1 – At the conclusion of Task 3, the financial component of the capital finance plan related to the Construction SRF Loan Application.

Deliverable 2 – Concurrent with Task 4, a presentation document to present the capital finance plan related to the Design Construction Loan Application to the City Council.

MEETINGS

During the course of this engagement, it is anticipated that PRMG will attend a total of four (4) meetings, have been assumed which consist of the following:

- One (1) kickoff and data collection meeting with City staff;
- One (1) meeting to review the results with City staff; and
- Two (2) meetings to present the plans to the City Council.

Attendance of those meetings will be by not more than two (2) employees of PRMG; the attendance of any additional meetings will be considered as an additional service.

ADDITIONAL SERVICES

During the course of the study, the City may request additional services from PRMG. Such services will not be conducted until authorized by the City or CPH as mutually agreed between the City, CPH, and PRMG. Billing for such additional services based on the hourly rate schedule of PRMG members as shown in this Letter of Agreement or some other basis as mutually agreed between the City, CPH, and PRMG. Although no additional services are anticipated for this engagement, examples of additional services may include the following:

1. Attendance of meetings in addition to what is contemplated in the scope of services.
2. Delays in the project schedule which are at no fault of PRMG, which may have impacts on analyses performed and which would affect the budget for the scope of services reflected herein.

ATTACHMENT C

City of Palm Coast, Florida

Cost Estimate Associated With SRF Capital Finance Plan for Design and Construction Loans Associated with Wastewater Treatment Facilities

Line No.		Task Ref.	Principal	Supervising Consultant	Rate Analyst	Clerical and Administration	Totals
1	Direct Labor Rates		\$ 210.00	\$ 145.00	\$ 90.00	\$ 60.00	
	Phase 1 and Phase 2 Activities						
	Preparation of Capital Finance Plan for Two Separate SRF Loan Applications (Design and Construction)						
2	Data Acquisition and Review	1	2	2	2	2	8
3	Development of Historical Presentation	2	2	4	12		
4	Development of Financial Projections	3	8	32	48	-	88
5	Preparation of SRF Capital Finance Plan	4	4	6	12	8	30
6	Attendance of Public Hearing (Design SRF Loan Application) - Presentation Document	5	2	4	-	2	8
7	Meetings (three on-site meetings)						
8	Kickoff and Data Collection meeting with City Staff (one meeting)		6	6	-	-	12
9	Meeting with City Staff to Review Results (one meeting)		6	6	-	-	12
10	City Council Workshop and Public Hearing (Design SRF Loan) (one meeting)		6	6	-	-	12
11	City Council Workshop and Public Hearing (Construction SRF Loan) (one meeting)		6	6	-	-	12
12	Project Management	All	2	-	-	2	4
13	Total Hours		44	72	74	14	186
14	Direct Labor Cost		\$ 9,240	\$ 10,440	\$ 6,660	\$ 840	\$ 27,180
15	Average Hourly Rate						\$ 146.13
	Other Direct Costs						
16	Mileage @ \$0.58 Per Mile - 140 Miles Roundtrip; 4 Trips						\$ 325
17	Other (e.g., Telephone, Other Miscellaneous Travel Costs, Delivery Charges)						100
18	Miscellaneous Allowance and Fee Rounding						95
19	Total Other Direct Costs						\$ 520
20	Total Estimated Total Project Cost						\$ 27,700
21	Project Costs Applicable to Phase 1 - Capital Finance Plan Related to Design						\$ 13,850
22	Project Costs Applicable to Phase 2 - Capital Finance Plan Related to Construction						\$ 13,850

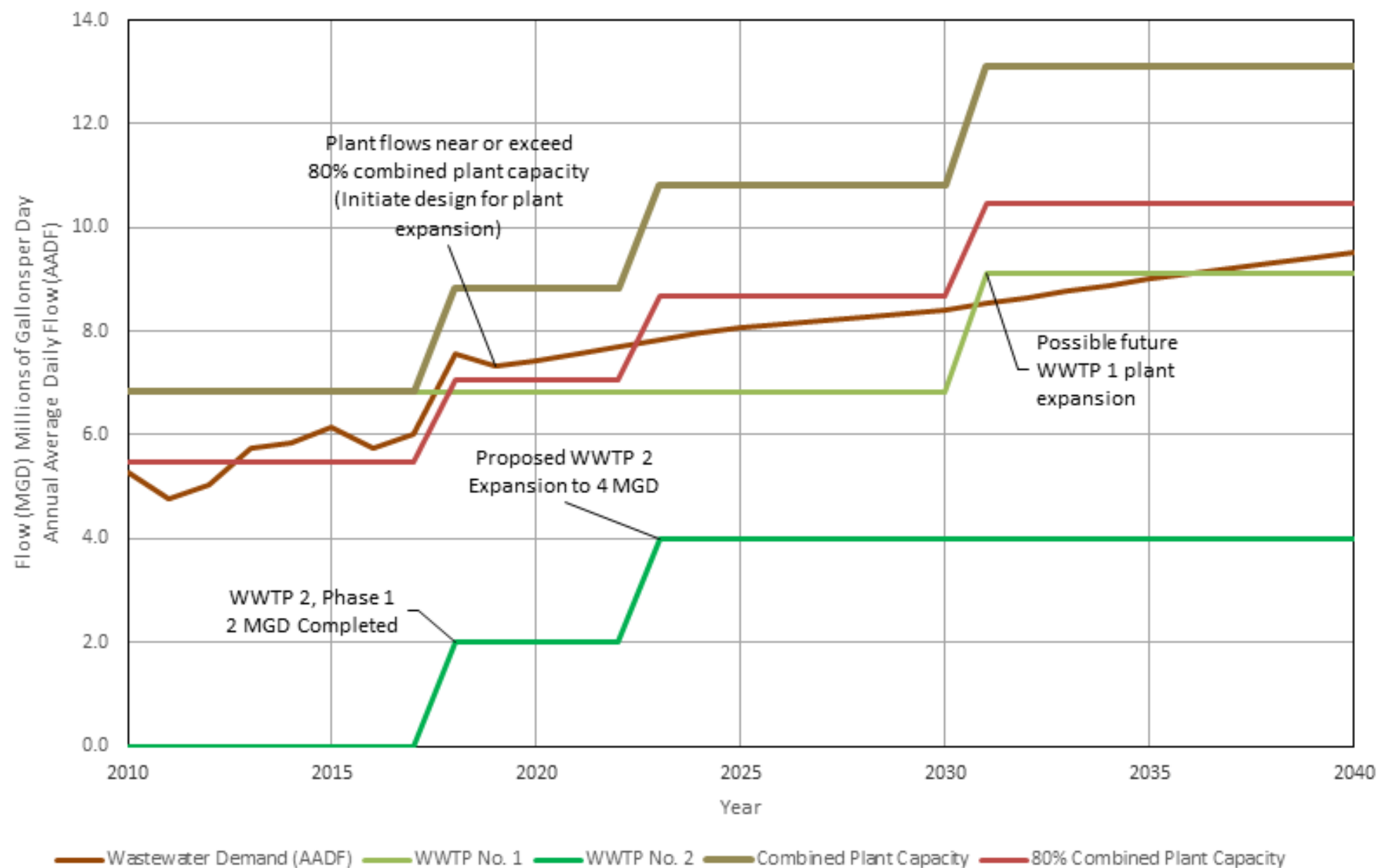
Appendix B Palm Coast WWTP No.2 Expansion Design Loan Application - Scope of Services and Fee Breakdowns



Palm Coast WWTP No.2 Expansion - Design Loan Application and Management
Scope of Services & Fee Schedule
Date: June 2019

TASK ITEM	DESCRIPTION	Principal	Sr. Project Manager	Project Manager	Project Engineer	Senior Design Technician	Clerical	Sub-Consultant	Estimated Expenses	Cost by Task
	Hourly Rates	\$190.00	\$180.00	\$160.00	\$120.00	\$105.00	\$60.00			
Task 1	Planning Documents									
	1.1 Facilities Plan	4	40	80	250	20	40			\$55,260.00
	1.2 Financial Feasibility Study & Capital Financing Plan	2	40					\$13,850.00		\$21,430.00
	1.3 Implementation Schedule	2	8							\$1,820.00
Task 2	SRF Design Loan Application	8	40				4		\$50.00	\$9,010.00
	Sub-total Tasks 1&2	16	128	80	250	20	44		\$50.00	\$87,520.00
Task 3	SRF Design Loan Coordination and Management	4	80	20	120		20		\$100.00	\$34,060.00
	Sub-total Task 3	4	80	20	120		20		\$100.00	\$34,060.00
Total (Tasks 1- Task 4)		20	208	100	370	20	64	0	150	\$121,580.00

City of Palm Coast Wastewater Daily Demand vs. Treatment Plant Capacity



City of Palm Coast, Florida Agenda Item

Agenda Date : 7/30/2019

Department	CITY CLERK	Amount
Item Key	6890	Account
		#
Subject	PRESENTATION-ASSESSMENT OF ATHLETIC FIELD UTILIZATION	
Background :	City Council requested an assessment of athletic field usage and options to provide additional capacity to meet increased demands of the Palm Coast Little League. City staff will provide a presentation that outlines athletic field usage at City and County fields, along with options to provide additional capacity to meet the demands of the Palm Coast Little League.	
Recommended Action :	For presentation.	

Assessment of Athletic Field Utilization

Parks and Recreation



Inventory of Sport Fields



Palm Coast Parks & Recreation

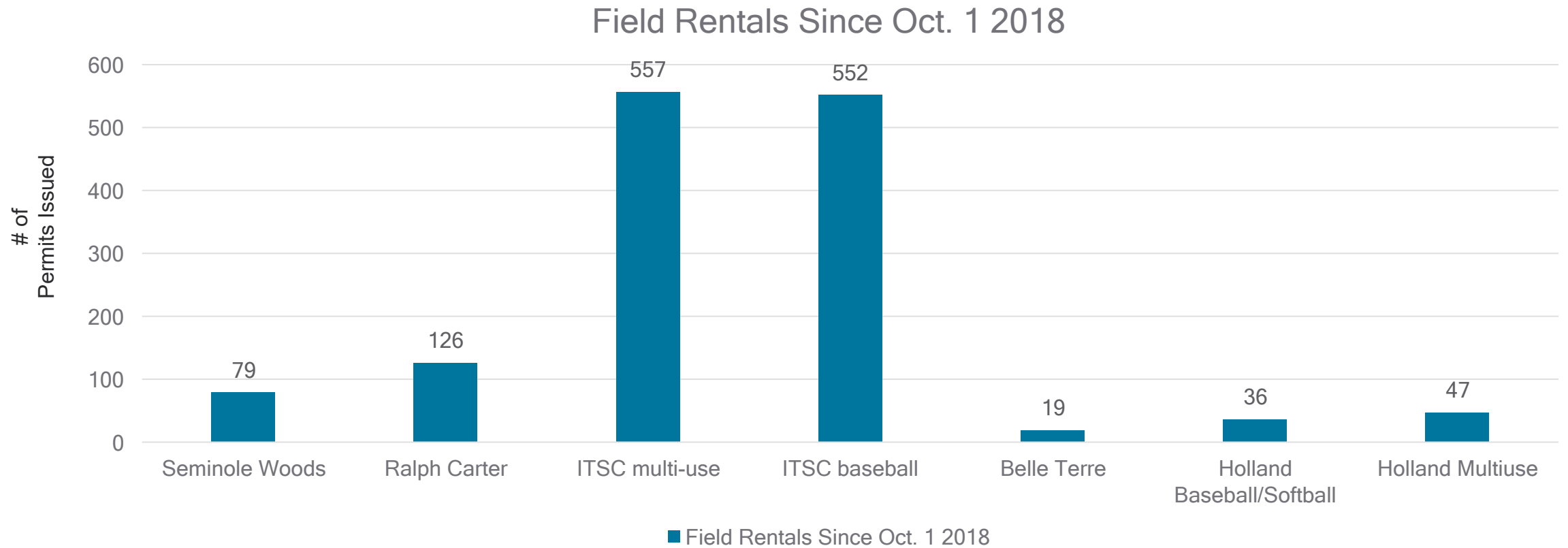
- 4 Baseball Fields
- 2 Softball Fields
- 14 Multi-Use Fields
- 7 Tennis/Pickleball Courts
- 5 Basketball Courts
- 1 Golf Course
- 2 Bocce Ball Courts
- 10 Clay Tennis Courts
- 1 Sand Volleyball Court



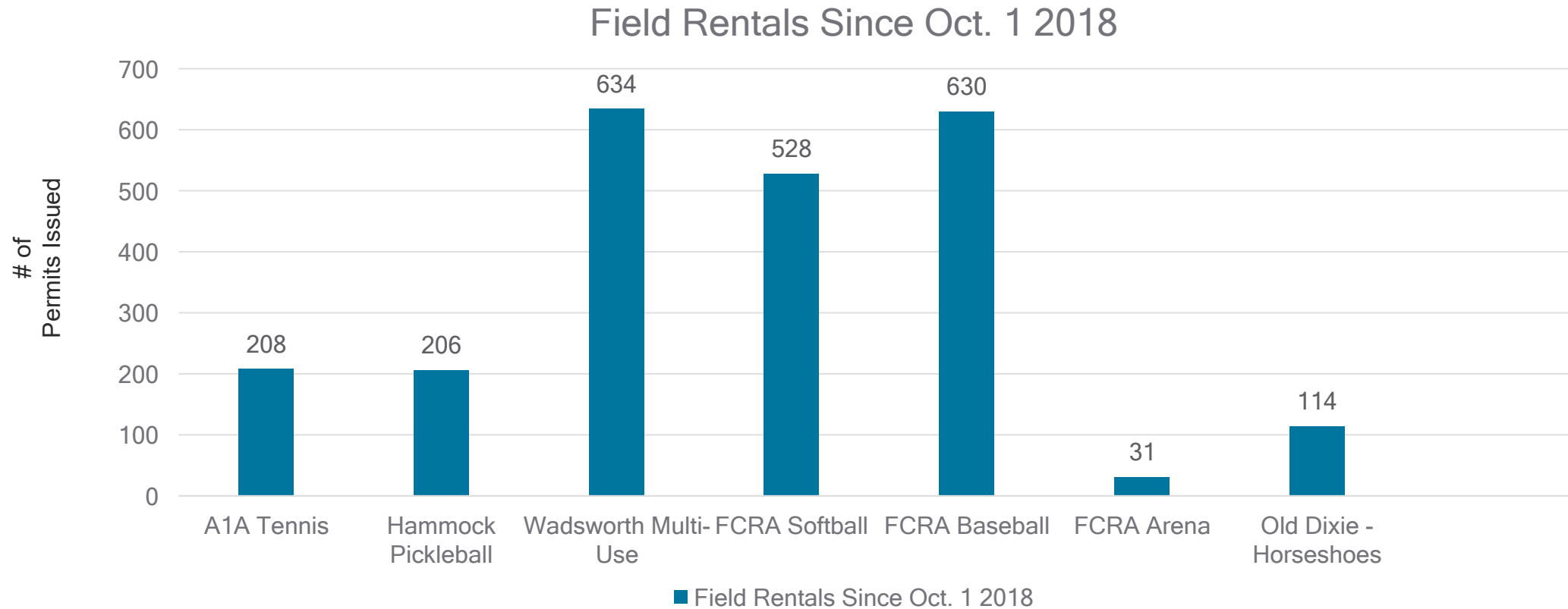
Flagler County Parks & Recreation

- 5 Baseball Fields
- 4 Softball Fields
- 7 Multi-Use Fields
- 6 Tennis Courts
- 5 Pickleball Courts
- 7 Basketball Courts
- 1 Football Field
- 1 Civic Arena
- 2 Sand Volleyball Court
- 18 Sanctioned Horseshoe Pits

Sport Field Usage



Sport Field Usage (Flagler County)



Lighted Fields in Palm Coast

- Indian Trails Sports Complex multi-use fields: 7
- Indian Trails Sports Complex baseball/softball fields: 4
- Ralph Carter Park multi-use fields: 2

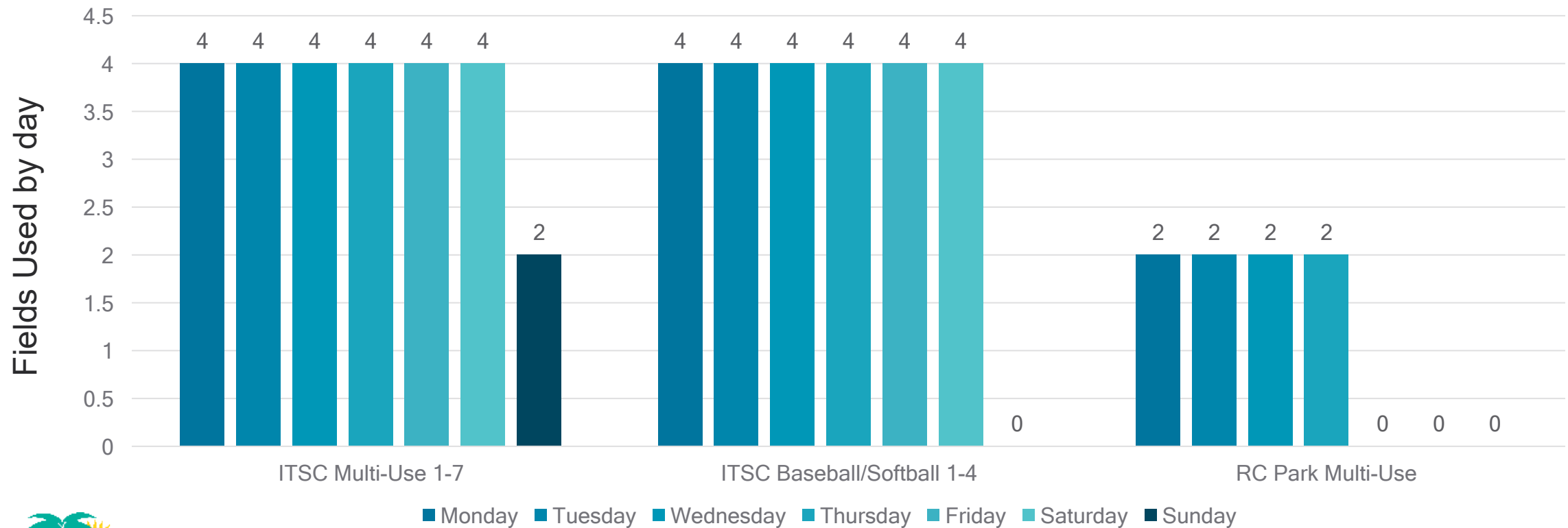


Lighted Fields in Flagler County

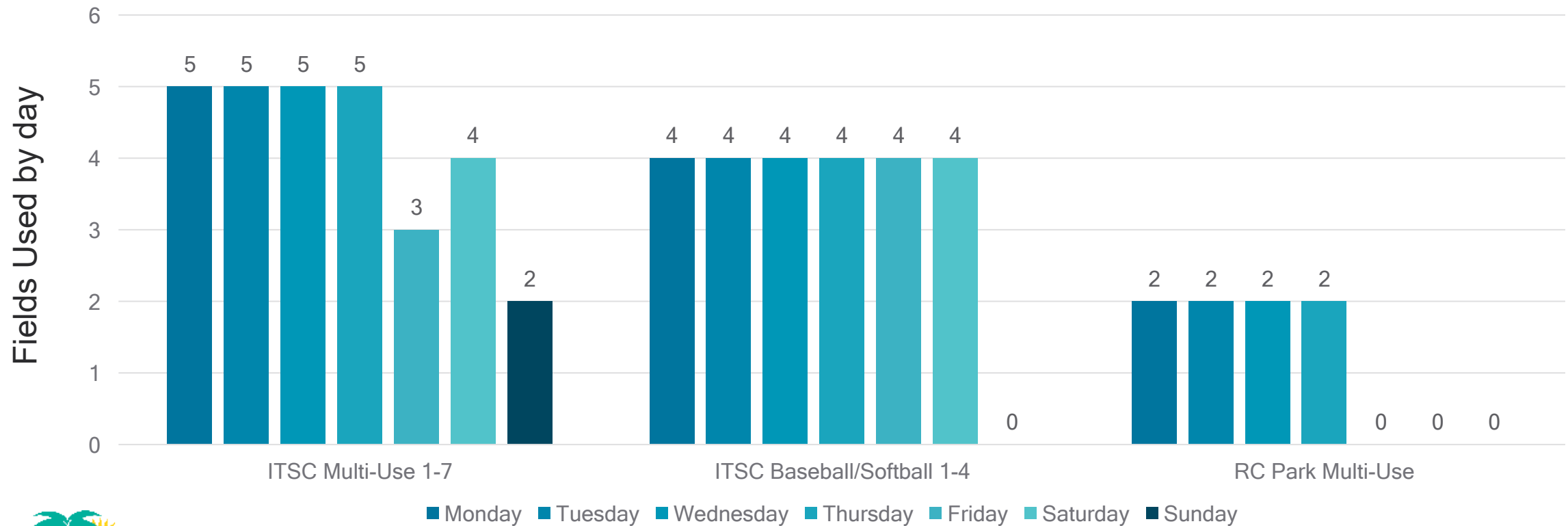
- Wadsworth Park multi-use fields: 7
- FCRA baseball fields: 5
- FCRA softball fields: 4
- FCRA Arena: 1
- A1A Tennis: 2
- Wadsworth Tennis: 3
- Old Dixie Park Horseshoe Pits: 18



Lighted Fields Usage – Fall



Lighted Fields Usage – Spring

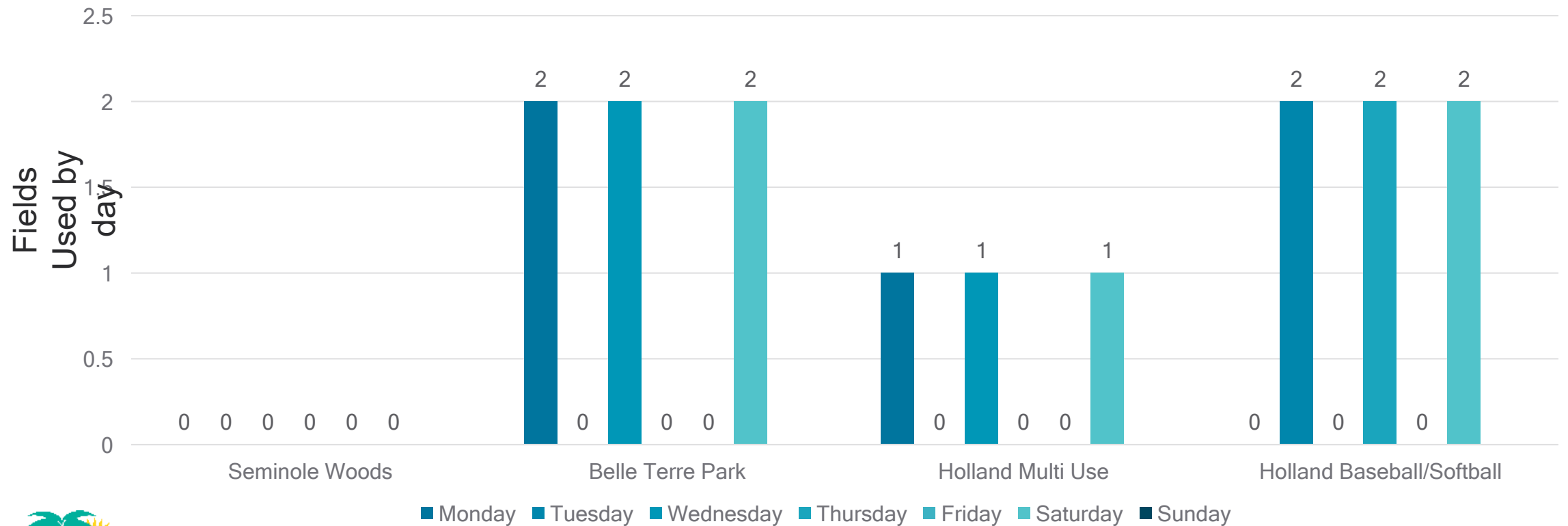


City of Palm Coast Non-Lighted Fields

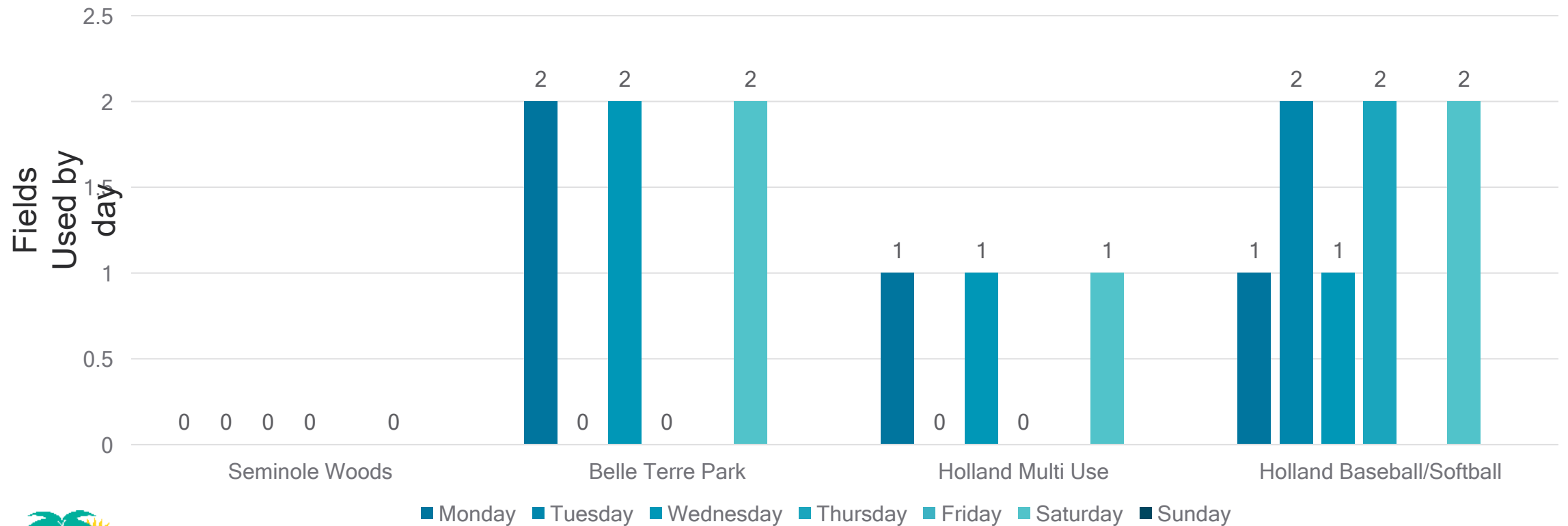
- Seminole Woods: 1
- Belle Terre Park: 2
- Holland Multi Use: 1
- Holland Baseball/Softball: 2



Non-Lighted Fields Usage – Fall



Non-Lighted Fields Usage – Spring



Palm Coast Sports Allia



Overview

- The City of Palm Coast recognizes the positive impact that youth and adult sports programs have on the residents of our community. As the City moves forward, partnerships with local sports organizations are critical to the success of growing local recreation opportunities and attracting regional sporting events to Palm Coast.
- Palm Coast Sports Alliance efforts will focus on marketing sporting events; sponsoring events and facilities; and creating opportunities to promote and expand sports, recreation and leisure programs for our local citizens.



Sport Alliance Members

Current Community Members

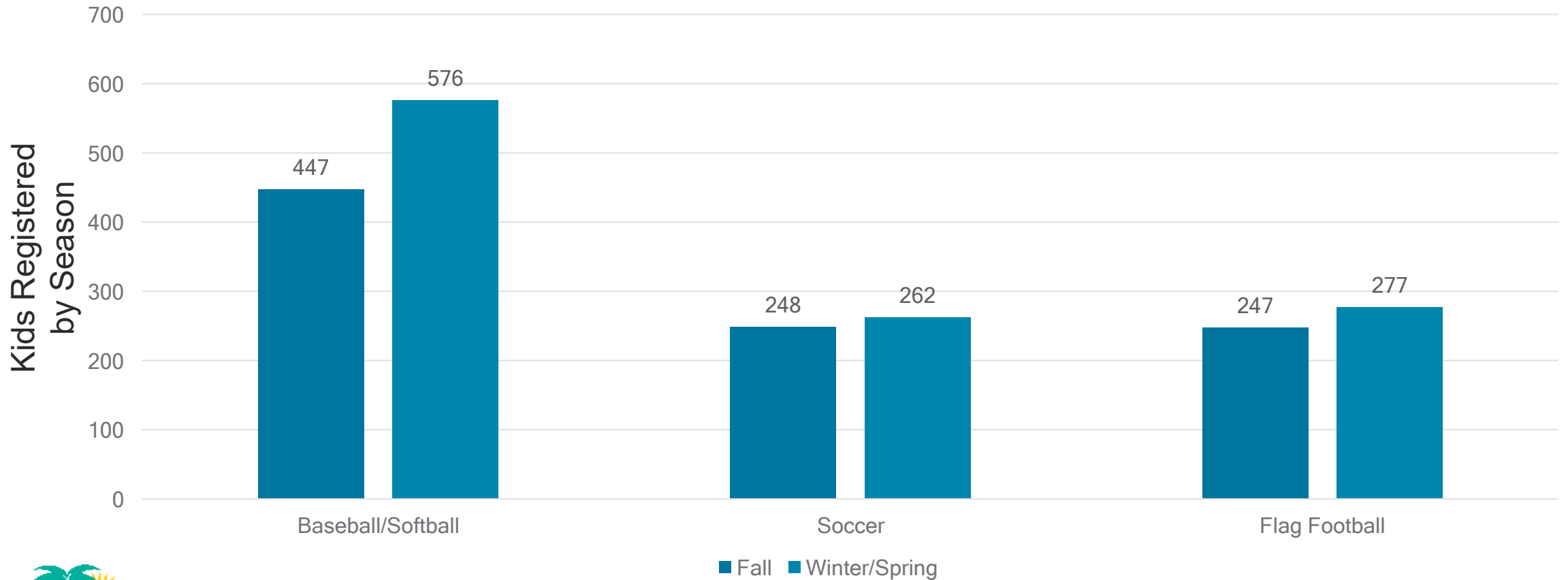
- Florida Elite Soccer
- Palm Coast Little League
- Mad Dogs
- Mosquito Sports
- Palm Coast Soccer
- Flagler Sheriff's PAL

Tournament Organizations

- Triple Crown Sports
- Florida Challenge Sports Events



Registration Numbers by Sport Alliance Members



Suggested Policy Changes

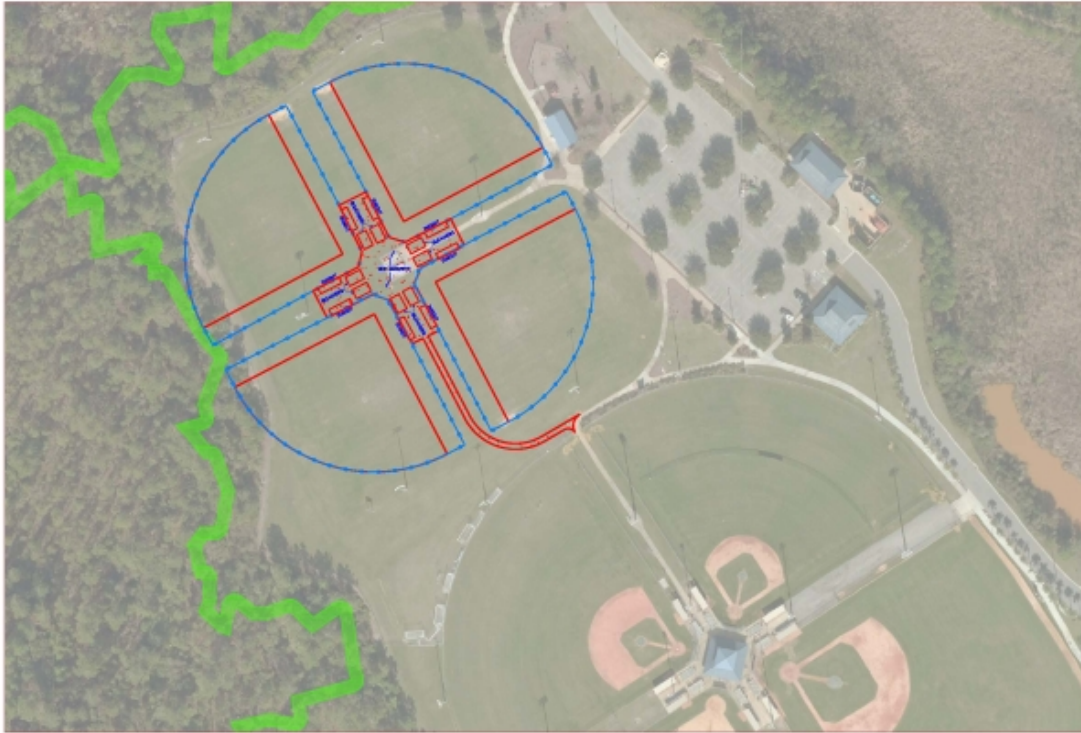
- Priority of Field Scheduling

Priority usage is given to:

1. Palm Coast Parks and Recreation Programs/Events
2. Tournaments
3. Palm Coast Youth organizations
4. Flagler County Youth organizations
5. Field maintenance
6. All other organizations



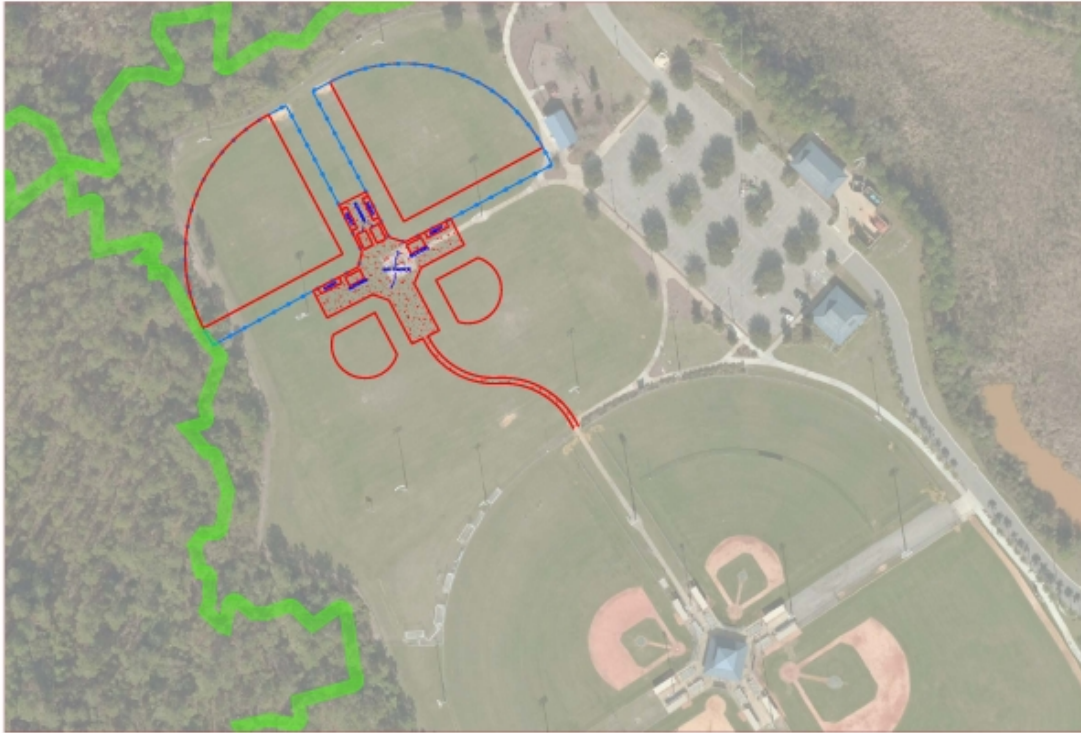
Field Modification Options



- Increase playability for Palm Coast Little League
- Adding 3 Softball Fields, 1 baseball



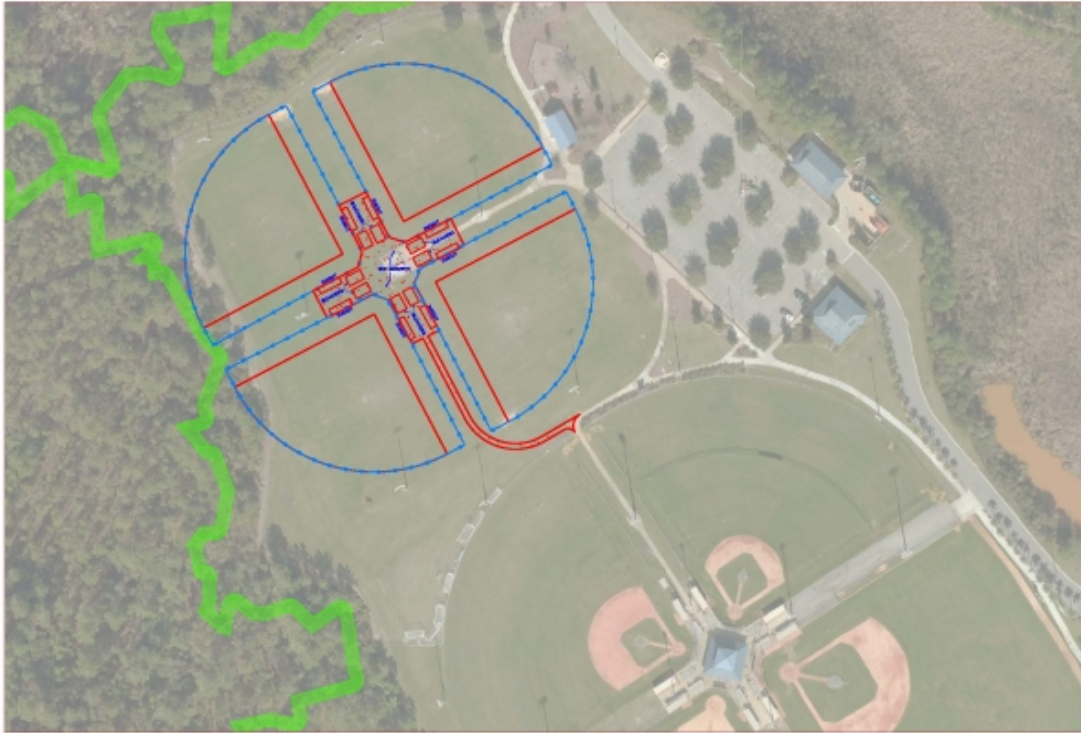
Field Modification – Phase One Implementation FY-19/20



- Provide 2 Softball Fields
 - Fencing
 - Dug-Outs
 - Bleachers
 - Field Lighting Modification
(only if funding is available)
- Provide 2 T-Ball fields
(graded for a future baseball field and a softball field)



Field Modification – Phase Two Implementation FY-TBD



- Convert 2 T-Ball fields to a Baseball Field and a Softball Field
 - Fencing
 - Dug-Outs
 - Bleachers
- Field Lighting Modification
- Add Bleacher Covers
- Expand Parking Lot



Current Tournaments Scheduled



Begin Date	End Date	Group	Tournament Name	Fields Requested	External Fields Used	Processed Permit
8/23/2019	8/25/2019	Florida Elite	Florida Elite Invitational	10	Yes	Yes
8/31/2019	9/2/2019	Rated Sports Group	Youth Soccer Tournament	10	No	Yes
10/12/2019	10/14/2019	ECNL	Boys ECNL Composite	10	No	Yes
11/19/2019	11/20/2019	Triple Crown Sports	Pumpkin Shootout	10	No	Yes
11/9/2019	11/11/2019	Triple Crown Sports	Veterans Day	10	Yes	Yes
12/6/2019	12/8/2019	Soccer Management Company	Soccer Tournament	10	No	Yes
12/13/2019	12/15/2019	Soccer Management Company	Soccer Tournament	10	No	Yes
2/1/2020	2/2/2020	Soccer Management Company	Soccer Tournament	10	No	Yes
Summer 2020		Triple Crown Sports	Father's Day Tournament	10	Yes	No
Winter 2020		Triple Crown Sports	MLK Kickoff	10	Yes	No



City of Palm Coast, Florida

Agenda Item

Agenda Date: 07/30/2019

Department	PLANNING	Amount
Item Key	6864	Account
Subject	RESOLUTION 2019-XX APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FEDERAL FISCAL YEAR (FFY) 2019 (FY 2019/20) ANNUAL ACTION PLAN	
Background: The Community Development Block Grant (CDBG) Program started in 1974 in order to provide funding for housing and community development. Activities or Programs funded by CDBG funds must meet one of the following the National Objectives of the Program: <div><div>1) Benefit low- and moderate-income persons (LMI)</div><div>2) Prevent or eliminate slum or blight</div><div>3) Address urgent community development needs (Emergency)</div></div> As an entitlement community, the City of Palm Coast will be eligible to receive an annual allocation from the Department of Housing and Urban Development (HUD). Historically, CDBG funds have been used for various community development activities such as: <div><div>Housing Programs,</div><div>Public Services (Limited to 15% of Grant),</div><div>Public Infrastructure/Facilities (In Qualified Areas based on Census or benefits area 51% or greater LMI Area),</div><div>Economic Development, and</div><div>Planning/Administration/Monitoring of the Program (limited to 20% of allocation).</div></div> In the City of Palm Coast, CDBG funds have been used to fund the following activities: <div><div>Housing rehabilitation of owner-occupied units</div><div>Public Services,</div><div>Public Infrastructure (Multi-use paths), and</div><div>Planning/Administration/Monitoring of the program.</div></div> In order to receive CDBG funds, an entitlement community is required to complete a Consolidated Plan, Strategic Plan, and Annual Action Plan. The Consolidated Plan is designed to provide a unified vision for community development actions to meet CDBG goals of decent housing, suitable living environment, & expanded economic opportunities. The Strategic Plan is an outlay of expected actions and programs to address City needs as consistent with the national objectives and the Annual Action Plan describes the intended use of CDBG funds over the coming year. The City is expected to receive \$487,895 in CDBG funds for FFY 2019 (FY 2019/20). Consistent with prior activities the proposed FFY-2019 Action Plan will accomplish the following:		

- continue financial assistance to homeowners for home repairs,
- continue funding Parks & Recreation activities for youth & seniors (summer camps, swim lessons, educational programs, etc.),
- provide funding opportunities to deliver public service activities through governmental or non-profit organizations, and
- compliance activities for the CDBG program.

In summary, the proposed allocation for FFY 2019 is as follows:

ACTIVITY	Allocation
Financial Assistance for Home Repair Owner-Occupied Unit	\$404,711
Public Service Activities	
Recreation/Parks Youth & Senior Activities	\$55,000
Public Service Subrecipient Allocation	\$18,184
Planning and Administration	\$10,000
TOTAL ALLOCATION FOR FFY-2019 (FY 2019/20)	\$487,895

The amount allocated for public service activities is the maximum amount permitted under CDBG rules (\$73,184 or 15% of total allocation).

In addition to the proposed activities, the FFY2019 Action Plan includes a new map for the Low-Moderate Income Census Tracts

Citizens Advisory Task Force (CATF) Meeting

The Action Plan presented is consistent with comments provided by the CATF at their June 12, 2019 Public Hearing. During the meeting, the CATF provided strong guidance to staff to initiate the development of a Public Service grant program using CDBG funds. As an action to facilitate the grant program, the CATF recommended increasing the allocated funds for Planning and Administration activities to \$10,000 to retain the services of a consultant to establish the program.

Although the CATF recommended public service grants as one strategy to distribute CDBG funds into the community, members discussed that it is equally important to ensure that funds are expended in the community in the most timely manner.

Additionally, the document was published on the City website for a 30-day comment period. Staff did not receive any comments. Staff and the Citizens Advisory Task Force (CATF) recommend approval.

Recommended Action:

Adopt Resolution 2019-XX approving the Community Development Block Grant for FFY 2019 FY 2019/2020 Annual Action Plan.

RESOLUTION 2019-____
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
FFY 2019 ANNUAL ACTION PLAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FFY 2019 ANNUAL ACTION PLAN; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast (the “City”) participates in the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program as an entitlement jurisdiction; and

WHEREAS, the City has prepared all the necessary documents, notices and forms to participate in the CDBG program; and

WHEREAS, the City Council has adopted a Citizen Participation Plan establishing the policies and procedures to be followed to encourage participation by residents and affected parties in the development of the City’s CDBG programs; and

WHEREAS, the City implemented the policies and procedures of the Citizen Participation Plan to ensure appropriate and adequate citizen participation; and

WHEREAS, the City has completed a five-year consolidated plan (Consolidated Action Plan), which is a required comprehensive planning document in order to receive funding under the CDBG program; and

WHEREAS, the City is required to prepare a one-year action plan (Annual Action Plan) to outline the proposed use of the available CDBG funds for the fiscal year; and

WHEREAS, the FFY 2019 Annual Action Plan establishes a one-year program in compliance with HUD funding allocations and requirements; and

WHEREAS, the Citizens Advisory Task Force (CATF) held a public hearing on June 12, 2019, to hear public testimony of all interested parties regarding the FFY 2019 Annual Action Plan; and

WHEREAS, the CATF has reviewed and recommended that the City Council approve the FFY 2019 Annual Action Plan; and

WHEREAS, the 30-day comment period for the FFY 2019 Annual Action Plan was held from June 14, 2019 to July 14, 2019; and

WHEREAS, the City Council held a public hearing on August 6, 2019, to hear public testimony of all interested parties regarding the FFY 2019 Annual Action Plan.

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

SECTION 1. APPROVAL OF THE ANNUAL ACTION PLAN. The City Council of the City of Palm Coast hereby approves the FFY 2019 Annual Action Plan, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 6th day of August 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – FFY 2019 Annual Action Plan

Approved as to form and legality

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



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FEDERAL FISCAL YEAR (FFY 2019)
(FY 2019-20)
ANNUAL ACTION PLAN

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

As a CDBG entitlement community, the City of Palm Coast is required to submit an Annual Action Plan to direct use of CDBG funds. FFY 2019 is the third year of the City's 5-year Consolidated Action Plan (FFY 2017-2021). CDBG funding has previously been programmed for infrastructure improvements to qualified low-moderate income neighborhoods, financial assistance program for home repair for low-moderate income households, public service activities, as well as planning and administration activities. The City intends to continue with activities within one of the categories named above in FFY 2019.

The City serves as the lead agency for administering and implementing projects and programs using CDBG funds. The City has an Interlocal Agreement (ILA) with Flagler County for the administration and implementation of a Joint Housing Program. The ILA has enabled the City and County to partner on the administration of projects using funds from the State Housing Initiative Partnership (SHIP), and in previous years; the Neighborhood Stabilization Program (NSP), and CDBG Small Cities program.

To meet the statutory program goals of decent housing, a suitable living environment, and expanded economic opportunities to benefit low-moderate income persons and households, the City will continue to rely on the objectives, policies, and actions identified in various City documents such as the City Budget, City Capital Improvements Plan (CIP), 2035 Comprehensive Plan, the Recreation and Parks Facilities Master Plan, the Pedestrian and Bicycle Facilities Master Plan, and the City's Economic Development Plan, Prosperity 2021. Additionally, the City consults with various social service agencies including Flagler County Social Service Department, the Volusia/Flagler Continuum of Care and the Flagler County Free Clinic on public service needs as well as data for analysis.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

To meet the three goals of providing decent housing, providing a suitable living environment, and expanding economic opportunity; the City developed the following objectives:

Goal 1: Provide Decent Housing:

- **Encourage Home Ownership and Reinvestment** by providing financial assistance programs for home repairs to retain the affordable housing stock. City will also identify opportunities to expand housing activities without duplicating services provided by other entities. Activities to be considered could include first time home buyer programs.

Goal 2: Sustainable Living Environment:

- **Invest in Capital Projects** that improve the safety and livability of neighborhoods.
- **Expand availability and access** to public services.

Goal 3: For Expanded Economic Opportunities:

- **Identify economic activities** which may be assisted by CDBG funds.

Goal 4: Address urgent needs:

As a result of a declared emergency, identify potential use of CDBG funds to assist eligible persons and activities.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City has received approximately \$3.0 million in CDBG entitlement funds since 2012. These funds have been used to assist students to attend the City's summer camp, provide financial assistance to qualified home owners to repair and bring their homes to meet existing code requirements, and finally, to construct approximately 8 miles of multi-use paths to serve a low-moderate income neighborhood. The City seeks to continue these activities in an effort to assist low-moderate income households/families as well as providing improvements to low-moderate income neighborhoods.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

To complete the Annual Action Plan (AAP), the City consulted with various local and regional social service and housing advocate agencies. The City further hosted public workshop/public hearings to discuss housing and community development needs. In addition to non-profit agencies, the City continuously coordinates with the adjacent municipalities as well as regional planning agencies such as the Northeast Florida Regional Council, and the River to Sea Transportation Planning Organization.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

A summary of public comments opportunities and any comments received are provided as an attachment to this Annual Action Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

A summary of public comments opportunities and any comments received are provided as an attachment to this Annual Action Plan.

7. Summary

A summary of public comments opportunities and any comments received are provided as an attachment to this Annual Action Plan.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator		Community Development Department

Table 1 – Responsible Agencies

Narrative (optional)

The City of Palm Coast Community Development Department is the responsible entity for administering the CDBG program. Staff works with other City departments (Finance, Central Services), non-profit organizations, Flagler County to carry out the goals of the Consolidated Plan. As an example, an infrastructure activity may require the coordination of various departments to implement the most cost-efficient project. One department (Construction Management & Engineering) may design and work on the necessary permitting for the project, while the Public Works Dept. does the actual construction. The capacity to coordinate various phases using existing City staff allows the available CDBG funds to be stretched, in essence, the City is providing an in-kind match to the implementation of CDBG activities.

Consolidated Plan Public Contact Information

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AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The CDBG program mandates the consultation of grant funding recipients with other public and private agencies, state or local social service agencies (for homeless services, child welfare services), adjacent governments, local Continuum of Care (CoC), and Public Housing authorities.

During the course of the administration and implementation of CDBG funded activities, the City continuously coordinates with these various agencies. The City reached out to social service and housing assistance service providers (including the Public Housing Authority) as part of the completion of the Analysis of Impediments to Fair Housing (AI). During the completion of the current Consolidated Action Plan (CAP) as well as during the completion of the Annual Action Plan, the City provided notice of public workshops and meetings to discuss the use of CDBG funds.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City works consistently with the Flagler County SHIP program, the City and County have an Interlocal Agreement that allows for the coordination of services and information between the two entities. This coordination assists to minimize the duplication of services. Additionally, the City annually works with Mid-Florida Housing Partnership, the local Board of Realtors, local financial institutions, and the County to host the Annual Flagler County Housing Fair. This annual housing fair targets all families and provides information on available housing assistance programs in the County as well as information on opportunities for home-ownership.

As part of the completion of the CAP, mental health, and service agencies are invited to attend the public workshops as well as to provide comments on the drafts of the CAP. The City continuously receives feedback and comment on activities which may be funded through the CDBG program.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Volusia/Flagler County Coalition for the Homeless (VFCCH) is the lead agency for the Continuum of Care (CoC) which serves Flagler County. The CoC is responsible for conducting the annual count of people experiencing homelessness, identifying the gaps in available housing and services to homeless subpopulations, and strategically planning and organizing the expansion of housing and supportive

services to meet the needs. As the lead agency to end homelessness in the Volusia/Flagler area, the Coalition is committed to implementing the following strategies:

- Provide fully transparent leadership in planning, policy making and implementation our community's response system to homelessness.
- Administer program monitoring, evaluation, and performance measurement with professionalism and neutrality
- Be guided by the mission of ending homelessness in its coordination and utilization of public and private resources
- Provide a highly skilled and experienced professional staff to implement and coordinate the CoC Plan.

The City in reviewing the 2015/16 CoC Strategic Action Plan recognizes the following objectives and actions identified in the plan.

Volusia-Flagler Continuum of Care (VFCoC) Objective 1: INCREASE RATE OF PEOPLE MOVING INTO PERMANENT HOUSING/ENDING HOMELESSNESS

VFCoC Objective 2: *RAPID-REHOUSING /FAMILIES W/ CHILDREN AND INDIVIDUALS*

VFCoC Objective 3: INCREASE ACCESS TO MAINSTREAM BENEFITS & HOMELESS PREVENTION SERVICES

VFCoC Objective 4: *ENHANCE EMERGENCY SHELTER TRANSITIONAL Housing / ACCESS TO FAMILIES AND INDIVIDUALS*

VFCoC Objective 5: ENHANCE COORDINATED ENTRY SYSTEM

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Palm Coast does not receive ESG funds. The City of Palm Coast receives a limited amount of funding through the CDBG program. The City of Palm Coast recognizes the VFCoC as the lead agency in determining how to allocate ESG funds and will provide support and coordinate efforts as necessary.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	City of Palm Coast
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development Infrastructure Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	City of Palm Coast serves the as the lead agency for the planning and administration of the CDBG program. The Community Development Department serves as the lead but consults with other departments such as Recreation and Parks, Utilities, & Construction Management & Engineering Services to identify projects and needs that may be funded with CDBG funds.
2	Agency/Group/Organization	Northeast Florida Regional Council
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Northeast Florida Regional Council (NEFRC) completed the Comprehensive Economic Development Strategy (CEDs) for the 7 county region in Northeast Florida including Flagler County. Additionally, the NEFRC assisted the City in the completion of the Analysis of Impediments to Fair Housing (AI) and provided valuable input into ensuring that the analysis was pertinent to the needs of the City in determining housing needs and fair housing issues.
3	Agency/Group/Organization	FLAGLER COUNTY
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City coordinated with various departments of Flagler County government to gather data for the completion of the Consolidated Action Plan. Specifically, the Flagler County Social Service Department provided input during the completion of the Analysis of Impediments to Fair Housing process. The input was valuable in identifying needs of their clients who are mainly the elderly or veterans. Additionally, the City of Palm Coast and Flagler County have an Interlocal Agreement to provide a Joint Housing Program. Flagler County as the administrator of the SHIP program is consulted to ensure that there is minimal duplication of programs and services between the City and the County.
4	Agency/Group/Organization	MID-FLORIDA HOUSING PARTNERSHIP
	Agency/Group/Organization Type	Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City is a partner with Mid-Florida in providing an annual Housing Fair. The Fair provides information on housing opportunities and housing programs available in Flagler County.
5	Agency/Group/Organization	VOLUSIA FLAGLER HOMELESS COALITION
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Volusia/Flagler County Coalition for the Homeless (VFCCH) is the lead agency for the Continuum of Care which covers Flagler County. Data and documents from the VFCCH were used in the completion of the Consolidated Action Plan.
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Identify any Agency Types not consulted and provide rationale for not consulting

The City coordinated with a wide range of agencies in the completion of this CAP. Comments and consultation from all agencies were welcomed and considered during the process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Volusia-Flagler County Coalition for the Homeless	The strategic plan incorporates the goals of the Coalition's Strategic Action Plan.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City of Palm Coast coordinates with a number of public entities in the implementation of the Consolidated Plan. For housing activities, the City will coordinate with Flagler County (as the SHIP program coordinator and social service provider) on intake and strategies to avoid duplication of services. In addition to housing activities, the City provides notice of upcoming infrastructure projects, if the project is adjacent to a neighboring local government.

During the course of implementation of the Consolidated Plan, the City coordinated with various state agencies to ensure a comprehensive environmental review that meets federal regulations. These state agencies depending on the activity have included: the Department of Environmental Protection, the Division of Historic Resources, the St. Johns River Water Management District, and the Department of Transportation.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Consistent with CDBG regulations and the City's Citizen Participation Plan, the City hosted a public workshop and two public hearings on the Annual Action Plan. These public hearings were held on June 12, 2019 with the Citizens Advisory Task Force, and the City Council on August 6, 2019.

Notice for the public meetings were published in the Daytona Beach News Tribune. The notices were also posted on the City's website.

The draft FFY 2019 Action Plan was published for a 30-day comment period from June 14, 2019 to July 14, 2019. The plan was also posted on the City's website and was available by hard copy at City Hall.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	Citizens Advisory Task Force Public Meeting. Attendance were from members of the Task Force and the Flagler County SHIP Administrator.	No public comments.	No public comments.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Non-targeted/broad community	Citizens Advisory Task Force Public Hearing. Attendance were from members of the Task Force and the Flagler County SHIP Administrator.	No public comments.	No public comments.	
3	Public Hearing	Non-targeted/broad community	City Council public hearing. Attendance were from a variety of residents who were at meeting for other items.	To be completed after public hearing.	To be completed after public hearing	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Palm Coast's allocation for FFY 2019 is \$487,895. The City does not expect to receive any program income. If the City receives income (likely from the sale of a home that has received CDBG assistance), the City will use the funds for housing activities. The City will anticipate receiving approximately the same amount of funds per year for the remainder of the Consolidated Plan Years (FFY 2020-2021).

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	487,895	0	0	487,895	0	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG program does not require a match from non-federal sources. Historically, the City has used in-house staff to provide administrative and planning functions for the CDBG program. Staff time is not charged to the CDBG program. Additionally, on infrastructure projects, the City will typically use in-house staff to design and construct the project. CDBG funds are used to purchase construction materials only.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Other than the use of public right-of-way for the construction of the Seminole Woods Neighborhood Multi-use Path, the City does not anticipate using publicly owned land or property to address needs identified in the plan.

Discussion

The only anticipated resources during the completion of this Action Plan is the anticipated allocation from HUD. Any program income received during the year will be programmed for housing activities.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Provide Housing Assistance	2017	2021	Affordable Housing		Housing Programs	CDBG: \$404,711	Homeowner Housing Rehabilitated: 6 Household Housing Unit
2	Provide Public Service Assistance	2017	2021	Homeless Non-Homeless Special Needs		Public Service	CDBG: \$73,184	Public service activities other than Low/Moderate Income Housing Benefit: 243 Persons Assisted
4	Maintain compliance with CDBG rules and regulation	2017	2021	Planning, Administration, and Monitoring		Housing Programs Public Infrastructure Public Service	CDBG: \$10,000	Other: 1 Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Provide Housing Assistance
	Goal Description	Provide financial assistance for repair of owner-occupied housing units. This program is available on a Citywide basis to income qualified residents.
2	Goal Name	Provide Public Service Assistance
	Goal Description	The goal of this activity is to expand the availability of public services. The public services will be made available to income qualified residents who meet the intended demographic profile of program (i.e. student, senior resident)
4	Goal Name	Maintain compliance with CDBG rules and regulation
	Goal Description	Maintain compliance through monitoring of CDBG activities.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Palm Coast intends to carry-out activities which are consistent with previous activities funded by the CDBG program. Specifically, these projects include: owner-occupied housing rehabilitation, the Seminole Woods neighborhood multi-use path, activities to be provided by the City's Recreation and Parks Department for youth and seniors (summer camp/youth activities, community outreach activities targeted at the senior population), grant program for non-profit organizations, or public service assistance for homeless services, and general planning, administration, and monitoring.

Projects

#	Project Name

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The data in the needs assessment and market analysis prepared for the Consolidated Action Plan indicate that there is a shortage of affordable housing units. Combined with an aging housing stock and a population that continues to be more elderly than the state average indicates the need to address the preservation of the existing units currently occupied by low-moderate income households. Additional input into priorities came from through the consultation and public input process, as well as the advisory committee.

The following are identified as obstacles to meeting underserved needs:

- The primary obstacle to meeting underserved needs is the limited financial resources available to address identified priorities.
- The City will continue to have a significant population over the age of 65, the need for increased supportive services for the elderly population (especially those on a fixed income) is significantly impacted by a downturn in the economy. Again, the limited resources available to the City place a significant obstacle in providing for the needs of the elderly.
- As the City's housing stock and neighborhoods begin to age, additional resources will be needed

to prevent the dilapidation of neighborhoods.

AP-38 Project Summary
Project Summary Information

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Skip Top Navigation

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Community Development Systems

Integrated Disbursement & Information System (IDIS)



User: B56450
Role: Grantee
Organization:
 PALM COAST

- Logout

Activity

- Add
 - Search
 - Search HOME/HTF
 - Review
 - CDBG Cancellation

Project

- Add
 - Search
 - Copy

Consolidated Plans

- Add
 - Copy
 - Search

Annual Action Plans

- Add
 - Copy
 - Search

Consolidated Annual Performance Evaluation Report

- Add
 - Search

Utilities

- Home
 - Data Downloads
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 - Help

Links

- Contact Support
 - Rules of Behavior
 - CPD Home
 - HUD Home

Plans/Projects/Activities

Funding/Drawdown

Grant

Grantee/PJ

Admin

Reports

You have **5 CDBG** activities that have been flagged. Click on the number to go to the review page.


Annual Action Plan (2019-2)**AP-38 Project Summary**

[Return to Annual Action Plan Projects](#)

Project Summary Information

No.	Project	Goals Supported	Geographic Areas	Needs Addressed	Funding
1	Public Service Subrecipient Assistance	Provide Public Service Assistance		Public Service	CDBG : \$18,184
	Description	Funding will be made available to governmental or non-profit organizations to provide public service assistance to qualified recipient.			
	Target Date for Completion	09/30/2020			
	Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	It is estimated that 60 individuals from low-moderate income families receive assistance.			
	Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	Services may be provided at scattered sites throughout the City.			
	Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)				
2	Housing Rehabilitation Project	Provide Housing Assistance		Housing Programs	CDBG : \$405,711
	Description	Financial assistance to repair owner-occupied single-family homes at scattered sites.			
	Target Date for Completion	09/30/2020			
	Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	It is estimated that 6-7 low-moderate income families will be assisted with the proposed activity.			
	Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	The activity will be conducted at scattered sites throughout the City.			
	Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	housing			
3	Recreation and Parks Health/Fitness Activities	Provide Public Service Assistance		Public Service	CDBG : \$55,000
	Description	The City of Palm Coast Recreation and Parks Department will provide health/fitness activities to income qualified residents through activities such as summer camp, swim lessons, exercise classes, etc.			

Target Date for Completion		09/30/2020	
Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)		It is estimated that about 183 persons from low-moderate income families will benefit from the proposed activities.	
Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)		Activities will be provided within the City's Park System (Palm Coast Community Center, Palm Coast Aquatic Center, or at one of the City's parks).	
Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)			
4	General Planning, Administration, and Monitoring of CDBG Program	Maintain compliance with CDBG rules and regulation	<div> <div>Housing Programs</div> <div>Public Infrastructure</div> <div>Public Service</div> </div> CDBG : \$10,000
	Description	Activities that ensure the City's compliance with CDBG program requirements.	
	Target Date for Completion	09/30/2020	
	Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)		
	Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)		
	Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	Advertisements for public information and fair housing activities.	
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AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City has not identified a specific geographic area where assistance will be directed due to low-income or minority concentration. It is important to note however that Census Tracts/Block Groups which have greater than 51% low-moderate income households qualify for the use of CDBG funds, if the project has an areawide benefit. The City through the course of preparing the Annual Action Plan may identify infrastructure projects within low-moderate income census tracts and elect to fund qualified infrastructure projects or qualified activities with CDBG funds.

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City has not created a priority for allocating investments geographically in a specific area of the City. The housing program to be funded with CDBG funds will be available Citywide and will be available to benefit low-moderate income households.

Discussion

As previously stated the City has not identified any specific geographic areas for targeted use of CDBG funds. However, consistent with CDBG National Objectives, activities or projects may be funded in low-moderate income Census Tracts, Block Groups if the activity or project provide an areawide benefit.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City intends to allocate a majority of the available CDBG funds to expand the available housing program in the City. The City's housing program is available to all low-moderate income homeowners.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	6
Special-Needs	0
Total	6

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	6
Acquisition of Existing Units	0
Total	6

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The City's housing rehabilitation assistance program is intended to provide financial assistance to low-moderate income families to bring existing housing up to minimum code standards.

AP-60 Public Housing – 91.220(h)

Introduction

The Flagler County Housing Authority does not manage any housing units within the City of Palm Coast.

Actions planned during the next year to address the needs to public housing

The Flagler County Housing Authority does not manage any housing units within the City of Palm Coast.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Flagler County Housing Authority does not manage any housing units within the City of Palm Coast.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Flagler County Housing Authority does not manage any housing units within the City of Palm Coast. However, it is important to note that the Flagler County Housing Authority is not designated as troubled.

Discussion

N/A

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Due to limited funding availability and staff, the City does not directly provide services to address the homeless and other special needs activities. However, when appropriate, the City will coordinate with efforts of the CoC and social service agencies which provide assistance to homeless and special needs population. In the upcoming Program Year, the City will reach out to Flagler County to identify homeless services which may be funded with CDBG funds.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

As previously stated, due to limited funding and institutional capacity, the City does not provide direct outreach service to the homeless. However, the City intends to coordinate with Flagler County to potentially use CDBG funds for homeless services.

Addressing the emergency shelter and transitional housing needs of homeless persons

As previously stated, due to limited funding and institutional capacity, the City does not intend to carry out activities directly to provide emergency shelter and transitional housing needs of homeless persons.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Due to limited funding availability and staff, the City does not directly provide services to address homeless programs that provide assistance for households that make the transition to permanent housing and independent living. As with other needs to assist the homeless, the City will coordinate with Flagler County, and the CoC to ensure that the proper referrals and contacts are made to agencies who

have the capacity to provide homeless services.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

As stated previously, In recognition of the following limitations for the City: limited funds are available through the CDBG program to address all the needs in the City, and limited capacity to provide social services. The City will focus on prevention or assisting households from becoming homeless as a step to eliminating chronic homelessness.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

As previously discussed, within the City of Palm Coast, the lack of a diverse housing supply is a challenge that can be linked to the availability of affordable housing. The low supply of rental housing presents a challenge for households to have a housing choice. As reported in the City's most recent Analysis of Impediments to Fair Housing Choice, the lack of a diverse housing supply provides a challenge not just in supply but also translates to the affordability of rentals or home-ownership.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The strategy to remove or ameliorate the barriers to affordable housing is to provide the opportunities to diversify the housing supply. Diversification of housing supply not only comes with an increase in the amount of rental units in the city, but also through the diversification of lot sizes for single-family residential development. Smaller lot sizes can serve as a way of addressing the need for "starter" homes which was highlighted by anecdotal evidence from various sources during the completion of the Analysis of Impediments for Fair Housing Choice study.

Discussion:

N/A

AP-85 Other Actions – 91.220(k)

Introduction:

In recognition of the City's limited capacity to provide assistance for certain activities, the City seeks to partner with existing agencies to provide the assistance needed by segments of the population not covered by direct City activities.

Actions planned to address obstacles to meeting underserved needs

As previously stated, the main obstacle to meeting underserved need is funding and the limited capacity to provide social service. The City when appropriate can provide support and assistance to the CoC or social service agencies to carry out their mission.

Actions planned to foster and maintain affordable housing

The City's main activity for the use of CDBG funds is to provide financial assistance to repair owner-occupied housing units. The intent of this activity is the maintenance/preservation of housing units which are serving low-moderate income households.

Actions planned to reduce lead-based paint hazards

As specified within the Local Housing Assistance Plan for the CDBG program, the following process controls activities related to lead-based paint hazards:

In order for a house to be considered feasible for rehabilitation, the proposed rehabilitation scope of work (SOW) must:...

b) Provide interim controls or abatement for lead-based paint hazards as required by HUD and EPA for structures constructed prior to 1978. All houses built prior to 1978 will be tested for lead based paint. If lead based paint is found, interim control procedures will be used for all houses rehabilitated at or below \$25,000. Houses above \$25,000 will be rehabilitated using abatement procedures. The occupants will be notified of the hazards of lead-based paint, the symptoms and treatment of lead poisoning, how to avoid

poisoning, lead level screening requirements, and appropriate abatement procedures;

Actions planned to reduce the number of poverty-level families

In addition to expanding economic opportunity through the City's Business Assistance Center, the City also uses the strategy of providing financial assistance to qualified homeowners to repair and rehabilitate their primary dwelling units. This strategy becomes more important as the City's housing stock begins to age and as the elderly population of the City continues to grow. Providing financial assistance for housing rehabilitation ensures that the City continues to have decent, and safe affordable housing and that qualified households do not become overburdened with housing costs for repair and maintenance.

Actions planned to develop institutional structure

City staff participates in webinars to remain up-to-date to changes in CDBG rules as well as to keep informed of best practices in the administration of the CDBG program. Additionally, the city consults with local social service providers during the completion of the Annual Action Plan. This consultation process provides the opportunity to coordinate and dialogue on on-going and upcoming items for consideration in the City's CDBG activities.

Actions planned to enhance coordination between public and private housing and social service agencies

City staff will continue to foster relationships with public and private housing and social service agencies to provide coordination and avoid duplication of services. Additionally, the City's Interlocal Agreement with Flagler County for a Joint Housing Program ensures that there is constant coordination between agencies.

Discussion:

City intends as required by the CDBG program to consult with various service providers in identifying community development needs in the City of Palm Coast. Furthermore, City staff responsible for the administration of the CDBG program regularly coordinates with other City departments to identify

infrastructure projects which may qualify for CDBG funds.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The activities identified in the FFY 2019 Action Plan are consistent with activities carried out in previous CDBG program years. The City does not anticipate any program income at this time. However, it should be noted that program income from the Neighborhood Stabilization Program (NSP) are to be administered as part of the CDBG program. Should any income from the NSP program come to the CDBG program it will be allocated to housing activities funded by the CDBG program.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

The overall benefit will cover the period from FFY 2017 to FFY 2021.

Annual Action Plan 2019	32
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Community Development Block Grant (CDBG)

FFY 2019 (FY 2019/20) Annual Action Plan

City Council Public Workshop/Public Hearing

Presentation Outline

History & Background

**Required Planning and Procedures (Consolidated, Strategic,
Action)**

Findings

Proposed Activities

Next Steps

CDBG Program – History & Background

To receive funding, the following needs to be completed:

Consolidated Plan –

Document intended to provide a unified vision for community development actions to meet CDBG goals of decent housing, suitable living environment, & expanded economic opportunities

Strategic Plan –

Plan covering 3 or 5 year period that describes how jurisdiction intends to provide services that address CDBG goals

CDBG Program – History & Background

Annual Action Plan

1 year plan describes actions to occur over the coming year.

Other documents:

Analysis of Impacts to Fair Housing Choice (AI)

Comprehensive Annual Performance and Evaluation Report (CAPER) – end of year report

CDBG Program – History & Background

Activities **must meet one** of the National Objectives of the Program:

- 1) Benefit low- and moderate-income persons or Area, or
- 2) Prevent or eliminate slum or blight, or
- 3) Address urgent community development needs
(Declared Emergency).

CDBG Program – History & Background

CDBG Example Project/Programs

- Housing Related Activities
- Public Services (Limited to 15% of Grant allocation)
- Economic Development
- Infrastructure Improvement (In qualified area or LMI census tracts)
- Planning/Administration/Monitoring for Program (limited to 20% of allocation)

CDBG Program – History & Background

CDBG funded activities in City:

- Infrastructure Project in LMI Area
- Financial Assistance to LMI Households for home-repair
- Youth services through recreational programs (e.g. summer camp, swim lessons)
- Senior services through Parks Dept.
- Public Service activities

Annual Action Plan FFY 2019 – Proposed Allocation

Continue with on-going activities:

- Continue homeowner repair assistance
- Continue with Recreation and Parks Department Senior/Youth activities (summer camp/swim lessons/other recreational activities/wellness program)
- Public service subrecipient assistance
- Program Administration, Planning

Annual Action Plan FFY 2019 – Proposed Allocation

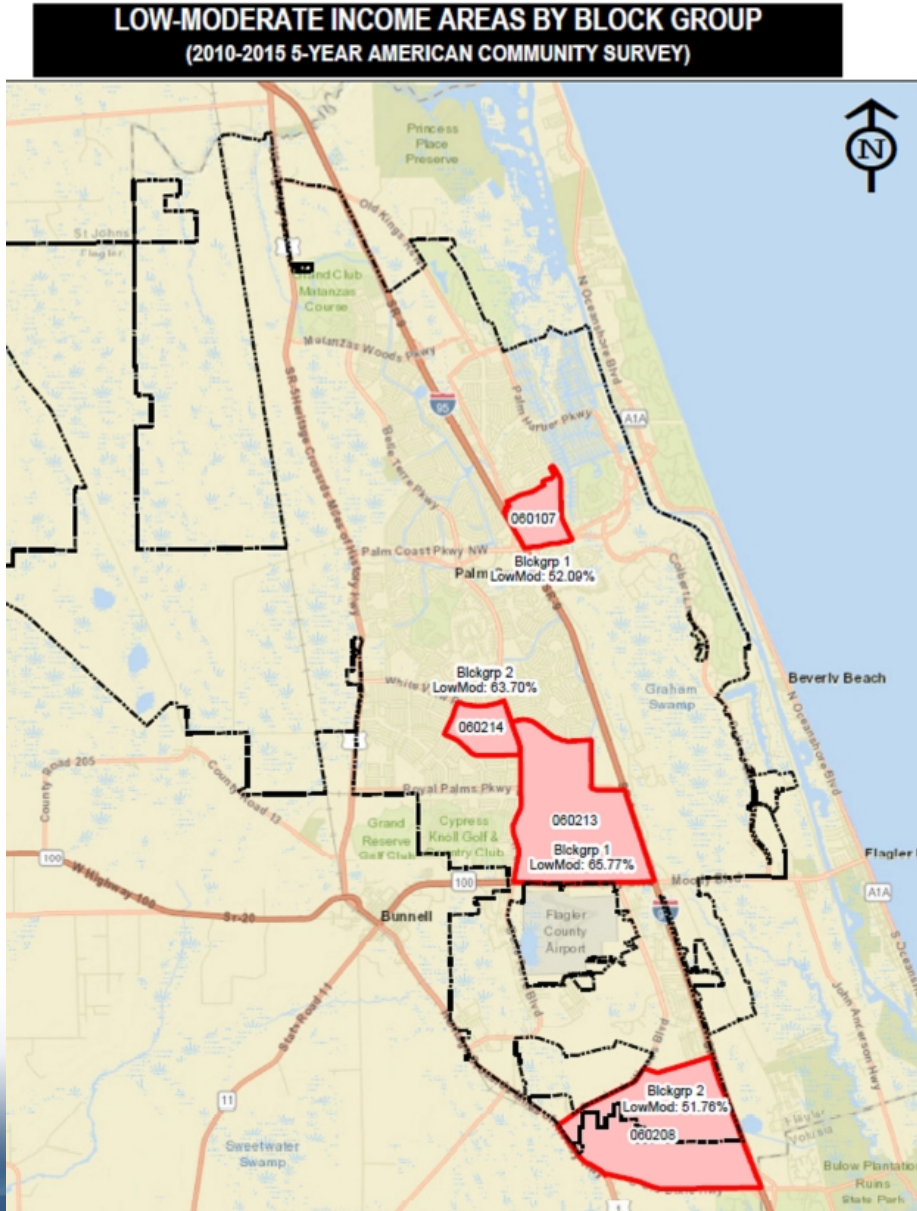
Comments from Citizens Advisory Task Force (June Public Workshop):

- Additional Funds to retain consultant to design public service grant program
- Distribute all identified funds for public service as quickly as possible

Annual Action Plan FFY 2019 – Proposed Allocation

Activity	Proposed Allocation
Housing Program	\$404,711
Public Service (maximum 15% of allocation) Parks & Recreation Department Senior/Youth Services - \$55,000 Public Service Sub-recipient Assistance - \$18,184	\$73,184
Planning, Administration, & Monitoring (maximum 20% of allocation)	\$10,000
TOTAL ALLOCATION FOR FFY 2019 (2019/20)	\$487,895

Annual Action Plan



Updates Low-Moderate Income Census Tracts based on 2010-2015 5-Year American Community Survey.

Annual Action Plan-Next Steps

- 30-day comment period (June - July) – **Complete**
- City Council Public Workshop (July)
- City Council Public Hearing (August)
- Action Plan Submittal to HUD (Aug. 15 Deadline)



Questions?

City of Palm Coast, Florida Agenda Item

Agenda Date: 07/30/2019

Department	CITY CLERK	Amount
Item Key	6853	Account
		#
Subject	ORDINANCE 2019-XX SUNSETTING THE LEISURE SERVICES ADVISORY COMMITTEE (LSAC) AND REPEALING CHAPTER 2, DIVISION 3, LEISURE SERVICES ADVISORY COMMITTEE, OF THE CODE OF ORDINANCES OF THE CITY OF PALM COAST	
Background :	<p>City Council adopted Ordinance 2001-01, which created the Leisure Services Advisory Committee (LSAC) and Ordinance 2006-03, which reorganized City Boards and Committees. The purpose of the LSAC was to consult and recommend on matters relating to the arts, culture, recreation and parks activities to City Council.</p> <p>Over the past several years, the interest in the arts, culture, recreation and parks activities has been steadily growing. The Parks and Recreation Department would like to restructure the LSAC to a committee that will have more of an impact on the City's arts, culture, recreation and parks activities. In order to further these impacts, it would be in the best interest of the citizens' of Palm Coast to sunset the LSAC and allow the Parks and Recreation Department to reorganize a replacement committee.</p> <p>Staff recommends approval of sunsetting the LSAC to allow for a restructuring of a committee to better serve our community.</p>	
Recommended Action :	Adopt Ordinance 2019-XX sunsetting the Leisure Services Advisory Committee (LSAC) and repealing Chapter 2, Division 3, Leisure Services Advisory Committee, of the <i>Code of Ordinances of the City of Palm Coast</i> .	

ORDINANCE 2019-____
SUNSETTING THE LSAC COMMITTEE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, SUNSETTING THE LEISURE SERVICES ADVISORY COMMITTEE (LSAC) AND REPEALING CHAPTER 2, DIVISION 3, LEISURE SERVICES ADVISORY COMMITTEE, OF THE *CODE OF ORDINANCES OF THE CITY OF PALM COAST*; PROVIDING FOR CONFLICTS; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Council adopted Ordinance 2001-01, which created the Leisure Services Advisory Committee (LSAC) and Ordinance 2006-03, which reorganized City Boards and Committees; and

WHEREAS, the purpose of the LSAC was to consult and recommend on matters relating to the arts, culture, recreation and parks activities to City Council; and

WHEREAS, over the past several years, the interest in the arts, culture, recreation and parks activities has been growing; and

WHEREAS, the Parks and Recreation Department would like to restructure the LSAC to a committee that will have more of an impact on the City's arts, culture, recreation and parks activities; and

WHEREAS, in order to further these impacts, it would be in the best interest of the citizens' of Palm Coast to sunset the LSAC and allow the Parks and Recreation Department to reorganize a replacement committee.

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

SECTION 1: REPEALER. Chapter 2, Division 3, Leisure Services Advisory Committee of the *Code of Ordinances of the City of Palm Coast*, is hereby repealed (Sections 2-276 through 2-279). The Committee is hereby terminated.

SECTION 2. END OF TERMS OF COMMITTEE MEMBERS. The terms of all appointed members of the LSAC will end upon the date of the effective date of this Ordinance.

SECTION 2: CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 3: CODIFICATION. This Ordinance shall not be codified in the *Code of Ordinances of the City of Palm Coast* provided, however, that the Code codifier shall take the actions herein stated.

SECTION 4: EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

APPROVED on first reading this ____ day of _____ 2019.

ADOPTED on second reading this ____ day of _____ 2019 at a public hearing.

ATTEST:

CITY OF PALM COAST, FLORIDA

Virginia A. Smith, City Clerk

Milissa Holland, Mayor

Attachments:

Approved as to form and legality

William Reischmann Jr. Esq.
City Attorney

City of Palm Coast, Florida Agenda Item

Agenda Date: 07/30/2019

Department	CITY CLERK	Amount
Item Key		Account
Subject	RESOLUTION 2019-XX PURCHASE AND SALE CONTRACTS WITH MORRIS M. GROSS FOR SURPLUS LANDS 79 ROLLING SANDS DRIVE AND 20 WOODSTONE LANE	
Background : The City acquired 79 Rolling Sands Drive in 2003 and 20 Woodstone Lane in 2019 through code enforcement foreclosure actions. The City wishes to dispose of these properties. The properties were advertised, sealed bids were received, one for each property, from one bidder deemed responsive and responsible. Mr. Morris Gross submitted his bids for \$21,000 per property. The proposed contract attached has been provided to Mr. Gross for his acceptance and signature.		
Recommended Action : Approve Resolution 2019-XX Purchase of Sale Contracts with Morris M. Gross for Surplus Lands.		

RESOLUTION 2019-_____
PURCHASE AND SALE CONTRACTS WITH
MORRIS M. GROSS FOR SURPLUS LANDS
79 ROLLING SANDS DRIVE
20 WOODSTONE LANE

A RESOLUTION OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE CONTRACTS FOR PURCHASE AND SALE OF SURPLUS LANDS WITH MORRIS M. GROSS FOR 79 ROLLING SANDS DRIVE AND 20 WOODSTONE LANE; AUTHORIZING THE CITY MANAGER OR DESIGNEE, TO EXECUTE SAID CONTRACTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR IMPLEMENTATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City acquired 79 Rolling Sands Drive in 2003 and 20 Woodstone Lane in 2019 through code enforcement foreclosure actions; and

WHEREAS, the City of Palm Coast desires to dispose of its' surplus lands at 79 Rolling Sands and 20 Woodstone Lane;

WHEREAS, in accordance with City policies, the City solicited bids for the disposal of surplus lands and desires to sell the surplus lands as mentioned above to the only bidder, Morris M. Gross.

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

SECTION 1. APPROVAL OF THE CONTRACTS FOR SALE AND PURCHASE.

The City Council hereby approves the terms and conditions of the Contracts for Sale and Purchase with Morris M. Gross of 79 Rolling Sands Drive and 20 Woodstone Lane, 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 Contracts 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 6th day of August 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.
City Attorney

Attachments:

Exhibit A – Contracts for Purchase and Sale of Property with Morris M. Gross

CONTRACT FOR PURCHASE AND SALE

THIS CONTRACT FOR PURCHASE AND SALE ("Contract") is made by and between the **CITY OF PALM COAST, FLORIDA**, a Florida municipal corporation, (hereinafter referred to as "**Seller**"), with a principal address of 160 Lake Avenue, Palm Coast, FL 32164, and **MORRIS M. GROSS**, a single man, ("**Buyer**") with a principal address of 4 Point Place, Palm Coast, FL 32164. For and in consideration of a valuable sum in dollars, the premises and the mutual covenants and obligations created hereby, as well as other good and valuable considerations, Buyer agrees to buy and Seller agrees to sell the following described real property subject to and upon the terms and conditions set forth below. The effective date of this Contract (the "**Effective Date**") shall be the date upon which the last of Seller and Buyer shall have signed this Contract.

ARTICLE I - PROPERTY

The real property (the "**Property**") which is the subject matter of this Contract is Parcel Id. 07-11-31-7032-00660-0620, and is more particularly described as follows:

Lot 62, Block 66, of Palm Coast, Map of Royal Palms, Section 32 as recorded in Map Book 10, Page 62, of the Public Records of Flagler County, Florida.

Address: 79 Rolling Sands Drive, Palm Coast, FL 32164

ARTICLE II - PURCHASE PRICE

Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be Twenty-One Thousand and 00/100 (\$21,000.00).

Deposit. Buyer has deposited with Seller the sum of One Hundred and 00/100 Dollars (\$100.00), (the "Deposit"), which shall apply to the Purchase Price at closing. If Buyer fails to close and has no legal basis to justify such failure, then Seller shall retain the Deposit as liquidated damages, and this shall be Seller's sole and exclusive remedy for breach by Buyer of this Contract.

ARTICLE III - CLOSING AND CLOSING DATE

The transaction contemplated by this Contract shall be closed (the "**Closing**"), the Purchase Price applied to closing costs and the deed, and the exclusive possession of the Property, free of all occupants, shall be delivered to Buyer at Closing. The closing date shall be on or before September 15, 2019.

ARTICLE IV - TERMS AND CONDITIONS

The additional terms and conditions of this Contract are as follows:

4.1. **Evidence of Title.** Buyer may, at Buyer's expense and within thirty (30) days

from the Effective Date, obtain a title insurance commitment (the "**Title Commitment**") to issue an ALTA Owner's Title Insurance Policy (the "**Title Insurance Company**") in the amount equal to the Purchase Price, naming Buyer as the proposed insured. The Property is being conveyed by Quit Claim Deed with no warranties. Buyer shall accept the title "as is" and the Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Contract.

4.2. **Survey.** Buyer may, at Buyer's expense, obtain a survey of the Property (the "**Survey**") prepared by a licensed Florida land surveyor within the last thirty (30) days before closing, or in the alternative, an update of an earlier survey re-dated to a point in time within the last thirty (30) days which complies with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys adopted in 2016. Buyer shall have the option of (i) accepting the condition of the Property as disclosed in the Survey in an "as is" condition, or (ii) terminating the Contract, thereupon Buyer and Seller shall each be released from all further liabilities and obligations to each other with respect to all matters arising from this Contract.

4.3. **Conveyance.** Seller shall convey title to the Property to Buyer by Quit Claim Deed (the "**Deed**"), subject only to: (i) taxes for the year of Closing; and (ii) matters disclosed in the title evidence provided to and accepted or deemed accepted by Buyer.

4.4. **Place of Closing.** Closing shall be held at the office of the Title Agent or such other location as is mutually agreed upon by Buyer and Seller.

4.5. **Documents for Closing.** Title Agent shall prepare the deed, the closing statement, and any other instruments that may be required in connection with Closing.

4.6. **Expenses.** Buyer shall pay all closing costs, including state documentary tax on the deed, recording the deed and all corrective documents needed to complete the transaction, all fees and expenses arising from or associated with the title insurance and the simultaneous issuance of a lender's title insurance commitment and policy, if any, and any and all endorsements to such policy required by its lender, and any settlement fees charged by the Title Agent.

4.7. **Proration of Taxes.** The Seller is exempt from property taxes, therefore the taxes will not be prorated, and Buyer is responsible for payment of any taxes due for the current year.

4.8. **Special Assessment Liens.** Special assessment liens which are certified, confirmed and ratified as of the date of Closing are to be paid by Seller. Special assessment liens which are certified, confirmed and ratified but payable in installments post Closing shall be paid in full by Seller at Closing. Special assessment liens pending as of the date of Closing shall be assumed by Buyer; provided, however, that if the improvements which form the basis for such special assessment are substantially completed as of the date of Closing they shall be deemed to have been certified, confirmed or ratified and Buyer shall, at Closing, be credited with an amount equal to the last estimate of the assessment for the improvement made by the appropriate public body.

4.9. **Default.** If Buyer fails to perform any of Buyer's covenants set forth in this

Contract, the Deposit, if any, shall be paid to and retained by and for the account of Seller as agreed upon liquidated damages and in full settlement of any claims whatsoever. If Seller fails to perform any of Seller's covenants set forth in this Contract or fails to convey the Property when Seller is obligated to do so in accordance with the terms hereof, Buyer shall have, as its sole and exclusive remedies, the election of either (i) demanding and receiving a refund of the Deposit, if any, immediately or (ii) the right of specific performance against Seller.

4.10. **Severability.** If any one or more of the provisions of this Contract is held invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the remaining provisions of this Contract shall be construed to best carry out the original intent of the parties hereto.

4.11. **Complete Agreement.** This Contract evidences the complete understanding of the parties hereto as respects the matters addressed herein. No agreement or representation, unless set forth in this Contract, shall bind either of the parties hereto.

4.12 **Notices.** Notices to Seller and Buyer shall be deemed delivered (i) when hand delivered, or (ii) one (1) business day following delivery to an express delivery courier, such as Federal Express, or (iii) three (3) days following deposit in U.S. mail, certified, return receipt requested. Notice shall be given to the following addresses:

To Seller: City of Palm Coast
Attn: Matthew Morton, City Manager
160 Lake Avenue
Palm Coast, FL 32164
Tel: 386-986-3702
Fax: 386-986-3703

Copy to: William E. Reischmann, Jr., Esq.
City Attorney
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Ave., Ste. 2000
Orlando, FL 32801
Tel: 407-425-9566
Fax: 407-425-9596

To Buyer: Morris M. Gross
4 Point Place
Palm Coast, FL 32164
Tel: 386-437-7058

4.13. **FIRPTA - Right to Withhold.** Seller agrees that Buyer may deduct and withhold from the Purchase Price provided in Article II hereof, a tax in the amount of ten percent (10%) of the amount realized (as that term is used in Section 1445(a) of the Internal Revenue Code) by

Seller pursuant to this Contract, except upon the occurrence of either (A) or (B) below:

(A) At or prior to Closing, Seller provides to Buyer a Certificate of Non-Foreign Status or a Non-USRPHC Statement described in and complying with Section 1445(b)(2) or (3) of the Internal Revenue Code of 1986, as amended (the "**Code**") (all references to Section or the Code include any successor provisions thereto and any Treasury Regulations promulgated in connection thereto) and Buyer has no knowledge or notice that such Certificate or Statement is false; or

(B) At or prior to Closing, Buyer received a withholding certificate described in Temp. Treas. Reg. Section 1.1445-3T or Rev. Proc. 85-41.

Buyer agrees that any amount deducted and withheld pursuant to this Section shall be remitted to the Internal Revenue Service in accordance with Section 1445 of the Code and the Regulations thereunder.

4.14. **Right of Inspection.** Buyer shall have thirty (30) days from the Effective date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. Buyer, its agents, employees and representatives, may have access to the Property at all reasonable times subsequent to the Effective Date of this Contract with the right, at Buyer's expense, to inspect the Property and to conduct all tests and borings thereon as Buyer, its licensed engineers, surveyors and the like shall deem reasonably necessary or desirable to fulfill the tests and investigations contemplated by the Contract. Any entry on or to the Property by Buyer or its authorized representatives pursuant to the provisions hereof shall be at the risk of Buyer, and Buyer hereby indemnifies, protects, and holds Seller harmless and agrees to defend Seller from and against any and all claims, demands, losses, damages, and liabilities (including but not limited to personal injury and property damage claims and mechanics' or other liens), together with related costs and expenses, including reasonable attorney fees and litigation costs, caused by Buyer or Buyers' agents on or to the Property. In addition, Buyer shall keep the Property free from any liens which could arise as a result of the exercise by Buyer of any of its rights hereunder. Each party shall keep confidential the results of all financial statements, reports or other information provided to or generated by the other party and will not disclose any such information to any person other than: (i) those employed by Buyer or Seller, respectively; (ii) those who are actively and directly participating in the evaluation of the Property and the negotiation in the evaluation of the Property and the negotiation and execution of this Contract or financing of the purchase of the Property; (iii) governmental, administrative, regulatory or judicial authorities with respect to the investigation of the compliance of the Property with applicable legal requirements; and (iv) as required by law or court order; provided, however, that the party required to disclose by law or court order shall immediately give the other party notice in order to enable the other party to seek a protective order from such disclosure. The provisions of this Section 4.14 shall survive the Closing or earlier termination of this Contract.

If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations

under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair or damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted hereon, Buyer accepts the physical condition of the Property and any violations of governmental, building, environmental, and safety codes, restrictions, or requirements.

4.15. **WAIVER OF TRIAL BY JURY.** SELLER AND BUYER HEREBY MUTUALLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY AGREEMENT CONTEMPLATED TO BE DELIVERED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF SELLER AND BUYER ENTERING INTO THIS CONTRACT.

ARTICLE V - SPECIAL CONDITIONS

Seller has made a limited number of representations and warranties to Buyer in this Contract. In consideration of Buyer waiving additional conditions, representations or warranties from Seller, Seller and Buyer hereby agree as follows:

5.1. **Condition Precedent.** Buyer's obligation to close under this Contract shall be subject to the satisfaction of the following conditions precedent enumerated below. In the event any one of these conditions is not satisfied for any reason whatsoever, then this Contract shall terminate, and Buyer and Seller shall be fully relieved from all further rights and responsibilities under this Contract.

(A) The complete execution of this Contract by Seller and Buyer and the approval of this Contract by the City Council of the City of Palm Coast at a public meeting, pursuant to § 166.045, Fla. Stat.

(B) No action, suit, proceeding, or official investigation shall have been threatened, announced, or commenced by any person or federal, state or local government authority or agency that seeks to enjoin, assess civil or criminal penalties against, or obtain any judgment, order, or consent decree, with respect to either party hereto, in connection with their respective representations and obligations under this Contract.

5.2. **Intended Use of the Property.** The parties acknowledge that Buyer intends to use the Property for residential purposes.

5.3. **Brokerage.** Both parties agree that Buyer and Seller hereby represent to each other that neither party has dealt with or engaged a broker with respect to the transaction contemplated herein. Each party hereby agrees to indemnify the other from and against any claim for brokerage commission or finder's fee asserted by any other person, firm or corporation claiming by, through

or under said party.

5.4. Purchase “AS-IS” – Seller Representations.

(a) BUYER ACKNOWLEDGES THAT HE HAS HAD, OR SHALL HAVE PRIOR TO SETTLEMENT, AMPLE OPPORTUNITY TO INVESTIGATE ALL ASPECTS OF THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT THE PROPERTY SHALL BE CONVEYED TO BUYER ON AN “AS IS, WHERE IS” BASIS AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS CONTRACT (INCLUDING ANY VOLUNTARY CURE ITEMS AS MAY BE UNDERTAKEN BY SELLER), WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, MADE BY SELLER OR ANY EMPLOYEE, OFFICER, DIRECTOR, AGENT OR REPRESENTATIVE OF SELLER CONCERNING: (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, STRUCTURAL INTEGRITY, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY WISH TO CONDUCT THEREON; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR THEIR COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE PROPERTY; (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (H) THE PRESENCE OR ABSENCE OF ANY HAZARDOUS OR TOXIC MATERIALS OR SUBSTANCES AT, UNDER OR ADJACENT TO THE PROPERTY OR ANY OTHER ENVIRONMENTAL MATTER OR CONDITION OF THE PROPERTY; OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. SELLER HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE THE ASSETS OR THE PROPERTY.

(b) WITHOUT LIMITING THE PROVISIONS OF PARAGRAPH 5.4(a) ABOVE BUT SUBJECT TO THE EXCLUSIONS SET FORTH BELOW, BUYER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS (AND ALL PARTIES CLAIMING BY OR THROUGH BUYER) HEREBY RELEASES, ACQUITS AND FOREVER DISCHARGES SELLER AND ITS OFFICERS, EMPLOYEES, MANAGERS, AND AGENTS FROM ANY AND ALL RIGHTS, CLAIMS, DEMANDS, CAUSES OF ACTIONS, LOSSES, DAMAGES,

LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND DISBURSEMENTS WHETHER THE SUIT IS INSTITUTED OR NOT) WHETHER KNOWN OR UNKNOWN, LIQUIDATED OR CONTINGENT (HEREINAFTER COLLECTIVELY CALLED THE "CLAIMS"), WHICH BUYER HAS OR MAY HAVE IN THE FUTURE, ARISING FROM OR RELATING TO (i) ANY DEFECTS (PATENT OR LATENT), ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF THE IMPROVEMENTS WHETHER THE SAME ARE THE RESULT OF NEGLIGENCE OR OTHERWISE, OR (ii) ANY OTHER CONDITIONS, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL AND OTHER PHYSICAL CONDITIONS, AFFECTING THE PROPERTY WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE, WHETHER ARISING BASED ON EVENTS THAT OCCURRED BEFORE, DURING, OR AFTER SELLER'S PERIOD OF OWNERSHIP OF THE PROPERTY AND WHETHER BASED ON THEORIES OF INDEMNIFICATION, CONTRIBUTION OR OTHERWISE. THE RELEASE SET FORTH HEREIN DOES NOT APPLY TO (1) ANY CLAIMS ARISING FROM SELLER'S FRAUD OR (2) ANY COVENANT, INDEMNITY OR WARRANTY EXPRESSLY MADE BY SELLER IN ANY DOCUMENT DELIVERED BY SELLER TO BUYER AT SETTLEMENT.

(c) BUYER REPRESENTS AND WARRANTS TO SELLER THAT (A) BUYER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION; (B) BUYER IS REPRESENTED BY LEGAL COUNSEL IN CONNECTION WITH THE SALE CONTEMPLATED BY THIS CONTRACT; (C) BUYER IS SOPHISTICATED, KNOWLEDGEABLE AND EXPERIENCED IN THE PURCHASE, OWNERSHIP AND SALE OF COMMERCIAL REAL ESTATE AND IS FULLY ABLE TO EVALUATE THE MERITS AND RISKS OF THIS TRANSACTION; AND (D) BUYER HAS CONDUCTED (OR WILL HEREAFTER CONDUCT) OR WILL HAVE HAD THE OPPORTUNITY TO CONDUCT PRIOR TO SETTLEMENT ITS OWN INSPECTION AND INVESTIGATION OF THE PROPERTY. SELLER HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE THE PROPERTY.

Buyer's Initials

5.5. **Seller Not to Convey.** Seller shall not convey any interest in the Property after the signing of this Contract without the prior joinder or written consent of the Buyer.

5.6. **Headings; Entire Agreement; Governing Law.** The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. This Contract constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and this Contract may be executed in separate counterparts, each of which shall be deemed an original, and all which shall constitute one and the same instrument. This Contract shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year indicated below.

*Signed, sealed and delivered
in the presence of:*

(print name)

(print name)

BUYER:

Morris M. Gross

Date: _____

*Signed, sealed and delivered
in the presence of:*

(print name)

(print name)

SELLER:

CITY OF PALM COAST, FLORIDA

By: _____
Matthew Morton, City Manager

ATTEST:

By: _____
Virginia A. Smith, City Clerk

Date: _____

CONTRACT FOR PURCHASE AND SALE

THIS CONTRACT FOR PURCHASE AND SALE ("Contract") is made by and between the **CITY OF PALM COAST, FLORIDA**, a Florida municipal corporation, (hereinafter referred to as "**Seller**"), with a principal address of 160 Lake Avenue, Palm Coast, FL 32164, and **MORRIS M. GROSS**, a single man, ("**Buyer**") with a principal address of 4 Point Place, Palm Coast, FL 32164. For and in consideration of a valuable sum in dollars, the premises and the mutual covenants and obligations created hereby, as well as other good and valuable considerations, Buyer agrees to buy and Seller agrees to sell the following described real property subject to and upon the terms and conditions set forth below. The effective date of this Contract (the "**Effective Date**") shall be the date upon which the last of Seller and Buyer shall have signed this Contract.

ARTICLE I - PROPERTY

The real property (the "**Property**") which is the subject matter of this Contract is Parcel Id. 07-11-31-7027-00100-0060, and is more particularly described as follows:

Lot 6, Block 10, Palm Coast Map of Wynnfield Section 27, a subdivision according to the plat thereof recorded at Map Book 9, Pages 36 through 50, in the Public Records of Flagler County, Florida.

Address: 20 Woodstone Lane, Palm Coast, FL 32164

ARTICLE II - PURCHASE PRICE

Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be Twenty-One Thousand and 00/100 (\$21,000.00).

Deposit. Buyer has deposited with Seller the sum of One Hundred and 00/100 Dollars (\$100.00), (the "Deposit"), which shall apply to the Purchase Price at closing. If Buyer fails to close and has no legal basis to justify such failure, then Seller shall retain the Deposit as liquidated damages, and this shall be Seller's sole and exclusive remedy for breach by Buyer of this Contract.

ARTICLE III - CLOSING AND CLOSING DATE

The transaction contemplated by this Contract shall be closed (the "**Closing**"), the Purchase Price applied to closing costs and the deed, and the exclusive possession of the Property, free of all occupants, shall be delivered to Buyer at Closing. The closing date shall be on or before September 15, 2019.

ARTICLE IV - TERMS AND CONDITIONS

The additional terms and conditions of this Contract are as follows:

4.1. **Evidence of Title.** Buyer may, at Buyer's expense and within thirty (30) days from

the Effective Date, obtain a title insurance commitment (the "**Title Commitment**") to issue an ALTA Owner's Title Insurance Policy (the "**Title Insurance Company**") in the amount equal to the Purchase Price, naming Buyer as the proposed insured. The Property is being conveyed by Quit Claim Deed with no warranties. Buyer shall accept the title "as is" and the Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Contract.

4.2. **Survey.** Buyer may, at Buyer's expense, obtain a survey of the Property (the "**Survey**") prepared by a licensed Florida land surveyor within the last thirty (30) days before closing, or in the alternative, an update of an earlier survey re-dated to a point in time within the last thirty (30) days which complies with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys adopted in 2016. Buyer shall have the option of (i) accepting the condition of the Property as disclosed in the Survey in an "as is" condition, or (ii) terminating the Contract, thereupon Buyer and Seller shall each be released from all further liabilities and obligations to each other with respect to all matters arising from this Contract.

4.3. **Conveyance.** Seller shall convey title to the Property to Buyer by Quit Claim Deed (the "**Deed**"), subject only to: (i) taxes for the year of Closing; and (ii) matters disclosed in the title evidence provided to and accepted or deemed accepted by Buyer.

4.4. **Place of Closing.** Closing shall be held at the office of the Title Agent or such other location as is mutually agreed upon by Buyer and Seller.

4.5. **Documents for Closing.** Title Agent shall prepare the deed, the closing statement, and any other instruments that may be required in connection with Closing.

4.6. **Expenses.** Buyer shall pay all closing costs, including state documentary tax on the deed, recording the deed and all corrective documents needed to complete the transaction, all fees and expenses arising from or associated with the title insurance and the simultaneous issuance of a lender's title insurance commitment and policy, if any, and any and all endorsements to such policy required by its lender, and any settlement fees charged by the Title Agent.

4.7. **Proration of Taxes.** The Seller is exempt from property taxes, therefore the taxes will not be prorated, and Buyer is responsible for payment of any taxes due for the current year.

4.8. **Special Assessment Liens.** Special assessment liens which are certified, confirmed and ratified as of the date of Closing are to be paid by Seller. Special assessment liens which are certified, confirmed and ratified but payable in installments post Closing shall be paid in full by Seller at Closing. Special assessment liens pending as of the date of Closing shall be assumed by Buyer; provided, however, that if the improvements which form the basis for such special assessment are substantially completed as of the date of Closing they shall be deemed to have been certified, confirmed or ratified and Buyer shall, at Closing, be credited with an amount equal to the last estimate of the assessment for the improvement made by the appropriate public body.

4.9. **Default.** If Buyer fails to perform any of Buyer's covenants set forth in this

Contract, the Deposit, if any, shall be paid to and retained by and for the account of Seller as agreed upon liquidated damages and in full settlement of any claims whatsoever. If Seller fails to perform any of Seller's covenants set forth in this Contract or fails to convey the Property when Seller is obligated to do so in accordance with the terms hereof, Buyer shall have, as its sole and exclusive remedies, the election of either (i) demanding and receiving a refund of the Deposit, if any, immediately or (ii) the right of specific performance against Seller.

4.10. **Severability.** If any one or more of the provisions of this Contract is held invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the remaining provisions of this Contract shall be construed to best carry out the original intent of the parties hereto.

4.11. **Complete Agreement.** This Contract evidences the complete understanding of the parties hereto as respects the matters addressed herein. No agreement or representation, unless set forth in this Contract, shall bind either of the parties hereto.

4.12 **Notices.** Notices to Seller and Buyer shall be deemed delivered (i) when hand delivered, or (ii) one (1) business day following delivery to an express delivery courier, such as Federal Express, or (iii) three (3) days following deposit in U.S. mail, certified, return receipt requested. Notice shall be given to the following addresses:

To Seller: City of Palm Coast
Attn: Matthew Morton, City Manager
160 Lake Avenue
Palm Coast, FL 32164
Tel: 386-986-3702
Fax: 386-986-3703

Copy to: William E. Reischmann, Jr., Esq.
City Attorney
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Ave., Ste. 2000
Orlando, FL 32801
Tel: 407-425-9566
Fax: 407-425-9596

To Buyer: Morris M. Gross
4 Point Place
Palm Coast, FL 32164
Tel: 386-437-7058

4.13. **FIRPTA - Right to Withhold.** Seller agrees that Buyer may deduct and withhold from the Purchase Price provided in Article II hereof, a tax in the amount of ten percent (10%) of the amount realized (as that term is used in Section 1445(a) of the Internal Revenue Code) by Seller pursuant to this Contract, except upon the occurrence of either (A) or (B) below:

(A) At or prior to Closing, Seller provides to Buyer a Certificate of Non-Foreign Status or a Non-USRPHC Statement described in and complying with Section 1445(b)(2) or (3) of the Internal Revenue Code of 1986, as amended (the "**Code**") (all references to Section or the Code include any successor provisions thereto and any Treasury Regulations promulgated in connection thereto) and Buyer has no knowledge or notice that such Certificate or Statement is false; or

(B) At or prior to Closing, Buyer received a withholding certificate described in Temp. Treas. Reg. Section 1.1445-3T or Rev. Proc. 85-41.

Buyer agrees that any amount deducted and withheld pursuant to this Section shall be remitted to the Internal Revenue Service in accordance with Section 1445 of the Code and the Regulations thereunder.

4.14. Right of Inspection. Buyer shall have thirty (30) days from the Effective date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. Buyer, its agents, employees and representatives, may have access to the Property at all reasonable times subsequent to the Effective Date of this Contract with the right, at Buyer's expense, to inspect the Property and to conduct all tests and borings thereon as Buyer, its licensed engineers, surveyors and the like shall deem reasonably necessary or desirable to fulfill the tests and investigations contemplated by the Contract. Any entry on or to the Property by Buyer or its authorized representatives pursuant to the provisions hereof shall be at the risk of Buyer, and Buyer hereby indemnifies, protects, and holds Seller harmless and agrees to defend Seller from and against any and all claims, demands, losses, damages, and liabilities (including but not limited to personal injury and property damage claims and mechanics' or other liens), together with related costs and expenses, including reasonable attorney fees and litigation costs, caused by Buyer or Buyers' agents on or to the Property. In addition, Buyer shall keep the Property free from any liens which could arise as a result of the exercise by Buyer of any of its rights hereunder. Each party shall keep confidential the results of all financial statements, reports or other information provided to or generated by the other party and will not disclose any such information to any person other than: (i) those employed by Buyer or Seller, respectively; (ii) those who are actively and directly participating in the evaluation of the Property and the negotiation in the evaluation of the Property and the negotiation and execution of this Contract or financing of the purchase of the Property; (iii) governmental, administrative, regulatory or judicial authorities with respect to the investigation of the compliance of the Property with applicable legal requirements; and (iv) as required by law or court order; provided, however, that the party required to disclose by law or court order shall immediately give the other party notice in order to enable the other party to seek a protective order from such disclosure. The provisions of this Section 4.14 shall survive the Closing or earlier termination of this Contract.

If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair or damage to, and restoration of, the Property resulting from such inspections, and shall

provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted hereon, Buyer accepts the physical condition of the Property and any violations of governmental, building, environmental, and safety codes, restrictions, or requirements.

4.15. **WAIVER OF TRIAL BY JURY.** SELLER AND BUYER HEREBY MUTUALLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY AGREEMENT CONTEMPLATED TO BE DELIVERED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF SELLER AND BUYER ENTERING INTO THIS CONTRACT.

ARTICLE V - SPECIAL CONDITIONS

Seller has made a limited number of representations and warranties to Buyer in this Contract. In consideration of Buyer waiving additional conditions, representations or warranties from Seller, Seller and Buyer hereby agree as follows:

5.1. **Condition Precedent.** Buyer's obligation to close under this Contract shall be subject to the satisfaction of the following conditions precedent enumerated below. In the event any one of these conditions is not satisfied for any reason whatsoever, then this Contract shall terminate, and Buyer and Seller shall be fully relieved from all further rights and responsibilities under this Contract.

(A) The complete execution of this Contract by Seller and Buyer and the approval of this Contract by the City Council of the City of Palm Coast at a public meeting, pursuant to § 166.045, Fla. Stat.

(B) No action, suit, proceeding, or official investigation shall have been threatened, announced, or commenced by any person or federal, state or local government authority or agency that seeks to enjoin, assess civil or criminal penalties against, or obtain any judgment, order, or consent decree, with respect to either party hereto, in connection with their respective representations and obligations under this Contract.

(C) Buyer acknowledges the Seller has a Municipal Lien for Utility Fees which was recorded on April 2, 2013, in O.R. Book 1931, Page 270, upon the Property, and Buyer agrees to pay the sum of **\$1,437.84** at closing to satisfy the lien. Upon payment, the Seller agrees to release the lien at closing.

5.2. **Intended Use of the Property.** The parties acknowledge that Buyer intends to use the Property for residential purposes.

5.3. **Brokerage.** Both parties agree that Buyer and Seller hereby represent to each other that neither party has dealt with or engaged a broker with respect to the transaction contemplated herein. Each party hereby agrees to indemnify the other from and against any claim for brokerage commission or finder's fee asserted by any other person, firm or corporation claiming by, through or under said party.

5.4. **Purchase “AS-IS” – Seller Representations.**

(a) BUYER ACKNOWLEDGES THAT HE HAS HAD, OR SHALL HAVE PRIOR TO SETTLEMENT, AMPLE OPPORTUNITY TO INVESTIGATE ALL ASPECTS OF THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT THE PROPERTY SHALL BE CONVEYED TO BUYER ON AN “AS IS, WHERE IS” BASIS AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS CONTRACT (INCLUDING ANY VOLUNTARY CURE ITEMS AS MAY BE UNDERTAKEN BY SELLER), WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, MADE BY SELLER OR ANY EMPLOYEE, OFFICER, DIRECTOR, AGENT OR REPRESENTATIVE OF SELLER CONCERNING: (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, STRUCTURAL INTEGRITY, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY WISH TO CONDUCT THEREON; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR THEIR COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE PROPERTY; (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (H) THE PRESENCE OR ABSENCE OF ANY HAZARDOUS OR TOXIC MATERIALS OR SUBSTANCES AT, UNDER OR ADJACENT TO THE PROPERTY OR ANY OTHER ENVIRONMENTAL MATTER OR CONDITION OF THE PROPERTY; OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. SELLER HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE THE ASSETS OR THE PROPERTY.

(b) WITHOUT LIMITING THE PROVISIONS OF PARAGRAPH 5.4(a) ABOVE BUT SUBJECT TO THE EXCLUSIONS SET FORTH BELOW, BUYER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS (AND ALL PARTIES CLAIMING BY OR THROUGH

BUYER) HEREBY RELEASES, ACQUITS AND FOREVER DISCHARGES SELLER AND ITS OFFICERS, EMPLOYEES, MANAGERS, AND AGENTS FROM ANY AND ALL RIGHTS, CLAIMS, DEMANDS, CAUSES OF ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND DISBURSEMENTS WHETHER THE SUIT IS INSTITUTED OR NOT) WHETHER KNOWN OR UNKNOWN, LIQUIDATED OR CONTINGENT (HEREINAFTER COLLECTIVELY CALLED THE "CLAIMS"), WHICH BUYER HAS OR MAY HAVE IN THE FUTURE, ARISING FROM OR RELATING TO (i) ANY DEFECTS (PATENT OR LATENT), ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF THE IMPROVEMENTS WHETHER THE SAME ARE THE RESULT OF NEGLIGENCE OR OTHERWISE, OR (ii) ANY OTHER CONDITIONS, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL AND OTHER PHYSICAL CONDITIONS, AFFECTING THE PROPERTY WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE, WHETHER ARISING BASED ON EVENTS THAT OCCURRED BEFORE, DURING, OR AFTER SELLER'S PERIOD OF OWNERSHIP OF THE PROPERTY AND WHETHER BASED ON THEORIES OF INDEMNIFICATION, CONTRIBUTION OR OTHERWISE. THE RELEASE SET FORTH HEREIN DOES NOT APPLY TO (1) ANY CLAIMS ARISING FROM SELLER'S FRAUD OR (2) ANY COVENANT, INDEMNITY OR WARRANTY EXPRESSLY MADE BY SELLER IN ANY DOCUMENT DELIVERED BY SELLER TO BUYER AT SETTLEMENT.

(c) BUYER REPRESENTS AND WARRANTS TO SELLER THAT (A) BUYER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION; (B) BUYER IS REPRESENTED BY LEGAL COUNSEL IN CONNECTION WITH THE SALE CONTEMPLATED BY THIS CONTRACT; (C) BUYER IS SOPHISTICATED, KNOWLEDGEABLE AND EXPERIENCED IN THE PURCHASE, OWNERSHIP AND SALE OF COMMERCIAL REAL ESTATE AND IS FULLY ABLE TO EVALUATE THE MERITS AND RISKS OF THIS TRANSACTION; AND (D) BUYER HAS CONDUCTED (OR WILL HEREAFTER CONDUCT) OR WILL HAVE HAD THE OPPORTUNITY TO CONDUCT PRIOR TO SETTLEMENT ITS OWN INSPECTION AND INVESTIGATION OF THE PROPERTY. SELLER HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE THE PROPERTY.

Buyer's Initials

5.5. **Seller Not to Convey.** Seller shall not convey any interest in the Property after the signing of this Contract without the prior joinder or written consent of the Buyer.

5.6. **Headings; Entire Agreement; Governing Law.** The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. This Contract constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and this Contract may be executed in separate counterparts, each of which shall be deemed an original, and all which shall constitute one and the same instrument. This Contract shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year indicated below.

*Signed, sealed and delivered
in the presence of:*

BUYER:

Morris M. Gross

(print name)

Date: _____

(print name)

*Signed, sealed and delivered
in the presence of:*

(print name)

(print name)

SELLER:

CITY OF PALM COAST, FLORIDA

By: _____
Matthew Morton, City Manager

ATTEST:

By: _____
Virginia A. Smith, City Clerk

Date: _____

City of Palm Coast, Florida

Agenda Item

Agenda Date: 07/30/2019

Department	CITY CLERK	Amount	265,500.00
Item Key	6872	Account	54029082-063000-85002
Subject	RESOLUTION 2019-XX APPROVING THE PURCHASE AND SALE CONTRACT WITH 13 COMMERCE BLVD HOLDINGS, LLC FOR WASTEWATER IMPROVEMENTS		
Background :			
<p>The City of Palm Coast owns and operates an existing sanitary sewer pump station (referred to as CB-1), on a small 30’x60’ parcel along Commerce Blvd near the intersection of Pine Lakes Pkwy. and Commerce Blvd. The City owned parcel is surrounded by a privately owned 3.87 acre parcel, located at 13 Commerce Blvd, which has a 40’ wide City owned drainage easement along the east side of the property. The property is currently owned by Commerce Blvd Holdings, LLC.</p> <p>Upgrades to the CB-1 station are needed as part of the upcoming sanitary sewer system improvements along Pine Lake Pkwy. This will reroute wastewater flows from that area to the new Wastewater Treatment Plant No. 2. In order to make improvements to the CB-1 station, the City needs to acquire additional property, since site is undersized with access constraints.</p> <p>City staff contacted the owner of 13 Commerce Blvd property to inquire about purchasing some of the property, so that CB-1 could be expanded to a 100’x100’ site. The owner was not interested in dividing the parcel, but was willing to sell the parcel in its entirety. The City had the property appraised and a Phase 1 environmental assessment performed.</p> <p>Staff negotiated with the property owner to purchase the property for \$265,500.00 as outlined in the attached purchase and sale contract.</p>			
SOURCE OF FUNDS WORKSHEET FY 2019			
Utility Capital Project- 54029082-063000-85002		\$ 2,005,000.00	
Total Expenses/Encumbered to date		\$ 1,028,891.63	
Pending Work Orders/Contracts		\$	
Current Contract		\$ 265,500.00	
Balance		\$ 710,908.37	
Recommended Action :			
Adopt Resolution 2019-XX approving the Purchase and Sale Contract with 13 Commerce Blvd Holdings LLC for wastewater improvements.			

RESOLUTION 2019-____
PURCHASE AND SALE CONTRACT
13 COMMERCE BLVD HOLDINGS LLC
13 COMMERCE BOULEVARD

A RESOLUTION OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE CONTRACT FOR PURCHASE AND SALE OF 13 COMMERCE BOULEVARD FROM 13 COMMERCE BLVD HOLDINGS LLC; AUTHORIZING THE CITY MANAGER OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR IMPLEMENTATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase 13 Commerce Blvd from 13 Commerce Blvd Holdings LLC for upcoming sanitary sewer system improvements along Pine Lakes Parkway; and

WHEREAS, 13 Commerce Blvd Holdings LLC desires to sell 13 Commerce Blvd to the City for the above mentioned improvements.

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

SECTION 1. APPROVAL OF THE CONTRACT FOR SALE AND PURCHASE. The City Council hereby approves the terms and conditions of the Contract for Sale and Purchase with 13 Commerce Blvd Holdings LLC, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 6th day of August 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.
City Attorney

Attachments:

Exhibit A – Contract for Sale and Purchase of Property with 13 Commerce Blvd
Holdings LLC

CONTRACT FOR PURCHASE AND SALE

THIS **CONTRACT FOR PURCHASE AND SALE** ("**Contract**") is made by and between **COMMERCE BLVD HOLDINGS LLC**, a Florida limited liability company (hereinafter referred to as "**Seller**"), with a principal address of c/o AMREP Corporation, 620 West Germantown Pike, Suite 175, Plymouth Meeting, PA 19462, and the **CITY OF PALM COAST, FLORIDA**, a municipal corporation, ("**Buyer**") with a principal address of 160 Lake Avenue, Palm Coast, FL 32164. For and in consideration of a valuable sum in dollars, the premises and the mutual covenants and obligations created hereby, as well as other good and valuable considerations, Buyer agrees to buy and Seller agrees to sell the following described real property subject to and upon the terms and conditions set forth below. The effective date of this Contract (the "**Effective Date**") is the date the last party executes this Contract.

ARTICLE I - PROPERTY

The real property (the "**Property**") which is the subject matter of this Contract consists of approximately 3.9 acres of vacant land and is more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

ARTICLE II - PURCHASE PRICE

Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be Two Hundred Sixty-Five Thousand, Two Hundred and 00/100 (\$265,200.00).

Deposit. Within ten (10) days after the Effective Date, Buyer will deposit the sum of Five Thousand and 00/100 Dollars (\$5,000.00) (the "Deposit") made payable and delivered to Coast Title Insurance Agency, Inc. (the "Escrow Agent"), which shall apply to the Purchase Price at closing.

ARTICLE III - CLOSING AND CLOSING DATE

The transaction contemplated by this Contract shall be closed (the "**Closing**"), the Purchase Price delivered to the Seller, and the exclusive possession of the Property, free of all occupants, shall be delivered to Buyer at Closing. The closing date shall be on or before forty five (45) days following the Effective Date.

ARTICLE IV - TERMS AND CONDITIONS

The additional terms and conditions of this Contract are as follows:

4.1. **Evidence of Title.** Buyer, at Buyer's expense and within thirty (30) days from the Effective Date, shall obtain a title insurance commitment (the "**Title Commitment**") to issue an ALTA Owner's Title Insurance Policy from a title insurance company acceptable to Buyer (the "**Title Insurance Company**") in the amount equal to the Purchase Price of the property, naming Buyer as the proposed insured. Legible and complete copies of all instruments listed as exceptions to title (commonly identified as Schedule B-II exceptions in the Title Commitment)

shall be delivered with the Title Commitment. If title is found to be defective, Buyer shall, within ten (10) days from the date it receives the Title Commitment, notify Seller in writing to that effect specifying the defects. Seller shall have twenty (20) days from the receipt of Buyer's notice specifying the title defects to cure the defects and, if after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied prior to Closing, or where the removal of such defects is not otherwise assured to Buyer's satisfaction, Buyer, as its sole alternate remedies with regard to this Section 4.1, shall have the option of (i) accepting the title "as is" or (ii) terminating the Contract after which Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Contract.

4.2. **Survey.** Buyer may, at Buyer's expense, obtain a survey of the Property (the "**Survey**") prepared by a licensed Florida land surveyor dated no earlier than forty five (45) days before Closing. If the Survey shows any encroachments onto the Property and/or improvements located outside its boundaries or encroachments by improvements principally located on the Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the Property, or if it is apparent that the Property violates existing title covenants and/or applicable zoning laws or ordinances, Buyer shall notify Seller in writing to that effect specifying the defects. Seller shall have until thirty (30) days from receipt of Buyer's notice specifying the Survey defects in which to cure such defects. If after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing, Buyer, as its sole alternate remedies with regard to this Section 4.2, shall have the option of (i) accepting the condition of the Property as disclosed in the Survey in an "as is" condition, or (ii) terminating the Contract, thereupon Buyer and Seller shall each be released from all further liabilities and obligations to each other with respect to all matters arising from this Contract.

4.3. **Conveyance.** Seller shall convey title to the Property to Buyer by Special Warranty Deed (the "**Deed**"), subject only to: (i) taxes for the year of Closing; and (ii) matters disclosed in the title evidence accepted or deemed accepted by Buyer.

4.4. **Closing Affidavit.** At the Closing, Seller shall furnish Buyer with an affidavit (i) testifying to the absence of any claims, encumbrances, taxes, assessments, liens or potential lienors known to Seller not disclosed in the Title Commitment and Deed, (ii) further attesting that there have been no improvements to the Property by or through Seller for the ninety (90) day period immediately preceding the date of Closing, the cost of which remains unpaid, (iii) agreeing to take no action prior to recording the Deed which would adversely affect the title to the Property, (iv) testifying that possession of the Property is subject only to those matters accepted by Buyer pursuant to the terms hereof, if any, and that Seller is otherwise in exclusive, peaceable and undisputed possession of the Property, and (v) testifying that there are no actions or proceedings now pending in any state or federal court to which Seller is a party including, but not limited to, proceedings in bankruptcy, receivership or insolvency, which would affect the Property, the title to the Property or Seller's ability to close on the sale of the Property to Buyer except as disclosed in the Title Commitment. Seller shall also furnish such other evidence, affidavits or information required by the Title Insurance Company so that the Title Insurance Company will be able to

eliminate all standard exceptions from the Title Commitment at Closing, except for (a) taxes for the year of Closing which are not yet due or payable and (b) matters disclosed in the title evidence accepted or deemed accepted by Buyer.

4.5. **Place of Closing.** Closing shall be held by express courier or at the offices of the title agent or at Garganese, Weiss, D'Agresta & Salzman, P.A. or such other location as is mutually agreed upon by Buyer and Seller.

4.6. **Documents for Closing.** Buyer's attorney or title agent shall prepare the Deed, Seller's affidavit, closing statement, and any corrective instruments that may be required in connection with perfecting title.

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4.8. **Proration of Taxes; Real and Personal.** Taxes shall be prorated based upon the current year's tax based on the highest discount available at Closing. If the Closing occurs on a date when the current year's taxes are not fixed and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated based on the prior year's tax; provided, however, if there are completed improvements on the Property by January 1st of the year of Closing, which improvements were not in existence on January 1st of the prior year, then the taxes shall be prorated to the date of Closing based upon the prior year's millage and an equitable assessment to be agreed upon between the parties, failing which request will be made to the county tax assessor for an informal assessment. If the Property is assessed as part of a larger tract of land and a "cut out" is not available from the tax assessor at the time of Closing, the taxes for the Property shall be estimated and prorated based upon the ratio of the size of the Property in relation to the overall tract of which the Property forms a part, taking into consideration matters of zoning as described in the tax assessor's records. Any tax proration based on an estimate may, at the request of either party, be subsequently readjusted upon receipt of the actual tax bill. Title Agent shall ensure compliance with Fla. Stat. 196.295 at settlement, and Buyer shall be responsible for any real and personal property taxes billed with respect to the Property after Closing. This provision for reparation shall survive the Closing.

4.9. **Special Assessment Liens.** Special assessments, or any installments thereof, which are due and payable prior to the Closing shall be paid by the Seller. Special assessments, or any installments thereof, which are due and payable on or after the Closing shall be paid by the Buyer.

4.10. **Default.** If Buyer fails to perform any of Buyer's covenants set forth in this Contract or fails to purchase the Property when Buyer is obligated to do so in accordance with the

terms hereof, Seller shall have, as its sole and exclusive remedies, the election of either (i) retaining the Deposit by and for the account of Seller as agreed upon liquidated damages and in full settlement of any claims whatsoever, or (ii) the right of specific performance against Buyer. If Seller fails to perform any of Seller's covenants set forth in this Contract or fails to convey the Property when Seller is obligated to do so in accordance with the terms hereof, Buyer shall have, as its sole and exclusive remedies, the election of either (i) demanding and receiving a refund of the Deposit immediately or (ii) the right of specific performance against Seller.

4.11. **Severability.** If any one or more of the provisions of this Contract is held invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the remaining provisions of this Contract shall be construed to best carry out the original intent of the parties hereto.

4.12. **Complete Agreement.** This Contract evidences the complete understanding of the parties hereto as respects the matters addressed herein. No agreement or representation, unless set forth in this Contract, shall bind either of the parties hereto.

4.13. **Notices.** Notices to Seller and Buyer shall be deemed delivered (i) when hand delivered, or (ii) one (1) business day following delivery to an express delivery courier, such as Federal Express, or (iii) three (3) days following deposit in U.S. mail, certified, return receipt requested. Notice shall be given to the following addresses:

To Seller: Commerce Blvd Holdings, LLC
Attn: Christopher Vitale, President
620 West Germantown Pike, Ste. 175
Plymouth Meeting, PA 19462

To Buyer: City of Palm Coast
Attention: City Manager
160 Lake Avenue
Palm Coast, FL 32164

4.14. **FIRPTA - Right to Withhold.** If Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code, Buyer is required to withhold up to 15% of the amount realized by the Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the Seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is claimed on the sale of residential property for \$300,000 or less. Seller agrees that Buyer may deduct and withhold from the Purchase Price provided in Article II hereof, a tax in the amount of up to fifteen percent (15%) of the amount realized (as that term is used in Section 1445(a) of the Internal Revenue Code) by Seller pursuant to this Contract, except upon the occurrence of either (A) or (B) below:

(A) At or prior to Closing, Seller provides to Buyer a Certificate of Non-Foreign

Status or a Non-USRPHC Statement described in and complying with Section 1445(b)(2) or (3) of the Internal Revenue Code of 1986, as amended (the "**Code**") (all references to Section or the Code include any successor provisions thereto and any Treasury Regulations promulgated in connection thereto) and Buyer has no knowledge or notice that such Certificate or Statement is false; or

(B) At or prior to Closing, Buyer received a withholding certificate described in Temp. Treas. Reg. Section 1.1445-3T or Rev. Proc. 85-41.

Buyer agrees that any amount deducted and withheld pursuant to this Section shall be remitted to the Internal Revenue Service in accordance with Section 1445 of the Code and the Regulations thereunder.

4.15. **Environmental Status.** Seller represents and warrants to Buyer as of the Effective Date that to the actual knowledge of Seller's President as of the Effective Date, without independent inquiry and without review of any files, that there has been no generation, location, transportation, storage, treatment, discharge, disposal or release upon or under the Property of any "pollutant" subject to regulation under the Resource Conservation and Recovery Act (as amended by the Hazardous and Solid Waste Amendments of 1984), or the Comprehensive Environmental Response, Compensation and Liability Act (as amended by the Superfund amendments and Reauthorization Act of 1986).

The provisions of this Section 4.15 shall survive the Closing or earlier termination of this Contract for a period of one (1) year after Closing or earlier termination of this Contract.

4.16. **Right of Inspection.** During the term of this Contract, Buyer, its agents, employees and representatives, may have access to the Property and the records of the Property (including those on file with any governmental agency) at all reasonable times subsequent to the Effective Date of this Contract with the right, at Buyer's expense, to inspect the Property and to conduct all tests and borings thereon as Buyer, its licensed engineers, surveyors and the like shall deem reasonably necessary or desirable to fulfill the tests and investigations contemplated by the Contract; provided that prior to any entry onto the Lots by Buyer, (i) Buyer shall deliver written notice to Seller specifying the date of entry, the reason for entry and the length of entry; and (ii) Buyer shall provide to Seller a certificate of insurance with a national insurance company reasonably acceptable to Seller in the minimum amount of \$2,000,000.00 per occurrence and \$3,000,000.00 in the aggregate insuring Seller against any and all liability which may arise from such entry. Any entry on or to the Property by Buyer or its authorized representatives pursuant to the provisions hereof shall be at the risk of Buyer, and to the extent of the monetary limitations in Fla. Stat. 768.28, Buyer hereby indemnifies, protects, and holds Seller harmless and agrees to defend Seller from and against any and all claims, demands, losses, damages, and liabilities (including but not limited to personal injury and property damage claims and mechanics' or other liens), together with related costs and expenses, including reasonable attorney fees and litigation costs, caused by Buyer or Buyers' agents on or to the Property. This does not waive Buyer's right to sovereign immunity. In addition, Buyer shall keep the Property free from any liens which could arise as a

result of the exercise by Buyer of any of its rights hereunder.

4.17. **WAIVER OF TRIAL BY JURY.** SELLER AND BUYER HEREBY MUTUALLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY REGARDING ANY LITIGATION BASED OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY AGREEMENT CONTEMPLATED TO BE DELIVERED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF SELLER AND BUYER ENTERING INTO THIS CONTRACT.

ARTICLE V - SPECIAL CONDITIONS

Seller has made a limited number of representations and warranties to Buyer in this Contract. In consideration of Buyer waiving additional conditions, representations or warranties from Seller, Seller and Buyer hereby agree as follows:

5.1. **Condition Precedent.** Buyer's obligation to close under this Contract shall be subject to the satisfaction of the following conditions precedent enumerated below. In the event any one of these conditions is not satisfied for any reason whatsoever, then this Contract shall terminate, and Buyer and Seller shall be fully relieved from all further rights and responsibilities under this contract.

(A) The complete execution of this Contract by Seller and Buyer and the approval of this Contract by Buyer's City Council at a public meeting, pursuant to §166.045, Fla. Stat., to occur within 30 days of Seller's execution.

(B) No action, suit, proceeding, or official investigation shall have been threatened, announced, or commenced by any person or federal, state or local government authority or agency that seeks to enjoin, assess civil or criminal penalties against, or obtain any judgment, order, or consent decree, with respect to either party hereto, in connection with their respective representations and obligations under this Contract.

(C) Seller shall fully comply with the provisions of Section 286.23, Florida Statutes by executing and delivering an Affidavit in the form of the Affidavit of Interest in Real Property - Florida Statute 286.23, a copy of which is attached hereto as **Exhibit "B."**

5.2. **Inspection Period.** Buyer shall have until thirty (30) days after the Effective Date (herein the "**Inspection Period**") in which to conduct an investigation of the Property, including, by way of illustration and not in limitation and subject to Section 4.16: inspections as to the physical condition of the Property, investigate the availability of utilities, status of zoning or ability to rezone, zoning codes, building codes, physical condition and any other condition or characteristic of the Property which Buyer may deem necessary or relevant to Buyer in purchasing the Property. Should Buyer for any reason become dissatisfied or concerned with the result of any such investigation, search, inquiry or report as contemplated hereby, then Buyer may, prior to the

expiration of the Inspection Period, terminate this Contract by written notice thereof to Seller. Notwithstanding anything to the contrary contained herein, if Buyer has not terminated this Contract by written notice delivered to Seller prior to Closing, then the Deposit (if any) shall be applicable to the Purchase Price but non-refundable, other than pursuant to Section 5.1 hereof, except in the event of a default by Seller hereunder.

5.3. **[Intentionally Omitted]**.

5.4. **Brokerage.** Buyer and Seller represent to each other that neither party has dealt with or engaged a broker with respect to the transaction contemplated herein. Each party hereby agrees to indemnify the other from and against any claim for brokerage commission or finder's fee asserted by any other person, firm or corporation claiming by, through or under said party.

5.5. **Seller Warranties.** During the period that this Contract is in effect, Seller shall maintain the Property in its current condition, reasonable wear and tear excepted.

5.6. **Seller Not to Convey.** During the period that this Contract is in effect, Seller shall not convey any interest in the Property without the prior joinder and written consent of the Buyer.

5.7. **[Intentionally Omitted]**.

5.8. **Waiver/Time.** The waiver of any breach of any provision hereunder by Buyer or Seller shall not be deemed to be a waiver of any preceding or subsequent breach hereunder. No failure or delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof. Time is of the essence in this Agreement as to all dates and time periods set forth herein. To the extent that the last day of any time period stipulated in this Contract falls on a Saturday, Sunday or legal holiday (State or Federal), the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Any time period of ten (10) days or less specified herein shall not include Saturdays, Sundays or legal holidays. Where used herein, the term "business days" shall be those days other than Saturdays, Sundays or legal holidays.

5.9. **Headings; Entire Agreement; Governing Law.** The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. This Contract constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and this Contract may be executed in separate counterparts, each of which shall be deemed an original, and all which shall constitute one and the same instrument. This Contract shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this instrument as of the Effective Date.

WITNESSES:

(print)

(print)

SELLER:

COMMERCE BLVD HOLDINGS LLC, a
Florida limited liability company

By: _____

Print name: _____

Title: _____

WITNESSES:

(print)

(print)

BUYER:

CITY OF PALM COAST, FLORIDA

By: _____
Matthew Morton, City Manager

ATTEST:

By: _____
Virginia A. Smith, City Clerk

Date: _____

[CITY SEAL]

EXHIBIT "A"

[LEGAL DESCRIPTION]

Portion of Lot 7, according to the Subdivision Plat of PINE LAKES INDUSTRIAL PARK, Palm Coast, recorded in Map Book 27, Pages 1 and 2, of the Public Records of Flagler County, Florida, more particularly described as follows:

Beginning at the Southwest corner of said Lot 7, then North 00°51'33" West along the West line of Lot 7, a distance of 546.00 feet, thence North 89°08'27" East along the North line of Lot 7, a distance of 311.21 feet to the Northeast corner of Lot 7, being a point on the West right-of-way line of Pine Lakes Parkway (formerly Barton Parkway), thence South 00°51'33" East along said West right-of-way a distance of 546.00 feet; thence departing said Parkway South 89°08'27" West a distance of 55.00 feet to the Southeast corner of a portion of Lot 7 previously deemed Palm Coast Utility Co., recorded in Official Records Book 235, Pages 181 through 228, of the Public Records of Flagler County, Florida, thence North 00°51'33" West a distance of 30.00 feet, thence South 89°08'27" West a distance of 60.00 feet; thence South 00°51'33" East a distance of 30.00 feet, thence South 89°08'27" West along the Northerly right-of-way line of Commerce Boulevard a distance of 196.21 feet to the Point of Beginning.

EXHIBIT “B”

AFFIDAVIT OF INTEREST IN REAL PROPERTY – F.S. 286.23

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered into this _____ day of _____, 2019, for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms that the following is true:

The undersigned is the _____ of COMMERCE BLVD HOLDINGS LLC, a Florida limited liability company, the legal title holder of the real property described on the attached Exhibit “B-1”; and *(select appropriate option below)*:

☐ *(check if applicable)* – The name(s) and address(es) of every person having a beneficial interest in the real property described on the attached Exhibit “A” however small or minimal is/are:

	Name	Address
a)		
b)		
c)		

☐ *(check if applicable)* – All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

[SIGNATURE ON FOLLOWING PAGE]

WITNESSES:

COMMERCE BLVD HOLDINGS LLC, a
Florida limited liability company

By: _____

(print)

Print name: _____

Title: _____

(print)

STATE OF _____

COUNTY OF _____

SWORN TO and subscribed before me this ____ day of _____, 2019, by
_____, the _____ of COMMERCE BLVD
HOLDINGS LLC, a Florida limited liability company, (check one) ☐ who is personally known to
me or ☐ who provided _____ as identification.

Print Name: _____

Notary Public

EXHIBIT "B-1"
[LEGAL]

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and (b) matters disclosed in the title evidence accepted or deemed accepted by Buyer.

4.5. **Place of Closing.** Closing shall be held by express courier or at the offices of the title agent or at Garganese, Weiss, D'Agresta & Salzman, P.A. or such other location as is mutually agreed upon by Buyer and Seller.

4.6. **Documents for Closing.** Buyer's attorney or title agent shall prepare the Deed, Seller's affidavit, closing statement, and any corrective instruments that may be required in connection with perfecting title.

4.7. **Expenses.** State documentary tax for the Deed and the cost of recording all corrective documents needed to complete the transaction shall be borne by Seller. Buyer shall pay for the title insurance premium, recording the Deed, any closing fees or charges of the title agent, any other closing costs, all fees and expenses arising from or associated with the simultaneous issuance of a lender's title insurance commitment and policy, if any, and any and all endorsements to such policy required by its lender. Both Buyer and Seller shall be responsible for paying their own attorneys' fees.

4.8. **Proration of Taxes; Real and Personal.** Taxes shall be prorated based upon the current year's tax based on the highest discount available at Closing. If the Closing occurs on a date when the current year's taxes are not fixed and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated based on the prior year's tax; provided, however, if there are completed improvements on the Property by January 1st of the year of Closing, which improvements were not in existence on January 1st of the prior year, then the taxes shall be prorated to the date of Closing based upon the prior year's millage and an equitable assessment to be agreed upon between the parties, failing which request will be made to the county tax assessor for an informal assessment. If the Property is assessed as part of a larger tract of land and a "cut out" is not available from the tax assessor at the time of Closing, the taxes for the Property shall be estimated and prorated based upon the ratio of the size of the Property in relation to the overall tract of which the Property forms a part, taking into consideration matters of zoning as described in the tax assessor's records. Any tax proration based on an estimate may, at the request of either party, be subsequently readjusted upon receipt of the actual tax bill. Title Agent shall ensure compliance with Fla. Stat. 196.295 at settlement, and Buyer shall be responsible for any real and personal property taxes billed with respect to the Property after Closing. This provision for re-proration shall survive the Closing.

4.9. **Special Assessment Liens.** Special assessments, or any installments thereof, which are due and payable prior to the Closing shall be paid by the Seller. Special assessments, or any installments thereof, which are due and payable on or after the Closing shall be paid by the Buyer.

4.10. **Default.** If Buyer fails to perform any of Buyer's covenants set forth in this Contract or fails to purchase the Property when Buyer is obligated to do so in accordance with the terms hereof, Seller shall have, as its sole and exclusive remedies, the election of either (i) retaining the Deposit by and for the account of Seller as agreed upon liquidated damages and in full settlement of any claims

whatsoever, or (ii) the right of specific performance against Buyer. If Seller fails to perform any of Seller's covenants set forth in this Contract or fails to convey the Property when Seller is obligated to do so in accordance with the terms hereof, Buyer shall have, as its sole and exclusive remedies, the election of either (i) demanding and receiving a refund of the Deposit immediately or (ii) the right of specific performance against Seller.

4.11. **Severability**. If any one or more of the provisions of this Contract is held invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the remaining provisions of this Contract shall be construed to best carry out the original intent of the parties hereto.

4.12. **Complete Agreement**. This Contract evidences the complete understanding of the parties hereto as respects the matters addressed herein. No agreement or representation, unless set forth in this Contract, shall bind either of the parties hereto.

4.13. **Notices**. Notices to Seller and Buyer shall be deemed delivered (i) when hand delivered, or (ii) one (1) business day following delivery to an express delivery courier, such as Federal Express, or (iii) three (3) days following deposit in U.S. mail, certified, return receipt requested. Notice shall be given to the following addresses:

To Seller: Commerce Blvd Holdings, LLC
Attn: Christopher Vitale, President
620 West Germantown Pike, Ste. 175
Plymouth Meeting, PA 19462

To Buyer: City of Palm Coast
Attention: City Manager
160 Lake Avenue
Palm Coast, FL 32164

4.14. **FIRPTA - Right to Withhold**. If Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code, Buyer is required to withhold up to 15% of the amount realized by the Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the Seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is claimed on the sale of residential property for \$300,000 or less. Seller agrees that Buyer may deduct and withhold from the Purchase Price provided in Article II hereof, a tax in the amount of up to fifteen percent (15%) of the amount realized (as that term is used in Section 1445(a) of the Internal Revenue Code) by Seller pursuant to this Contract, except upon the occurrence of either (A) or (B) below:

(A) At or prior to Closing, Seller provides to Buyer a Certificate of Non-Foreign Status or a Non-USRPHC Statement described in and complying with Section 1445(b)(2) or

(3) of the Internal Revenue Code of 1986, as amended (the "**Code**") (all references to Section or the Code include any successor provisions thereto and any Treasury Regulations promulgated in connection thereto) and Buyer has no knowledge or notice that such Certificate or Statement is false; or

(B) At or prior to Closing, Buyer received a withholding certificate described in Temp. Treas. Reg. Section 1.1445-3T or Rev. Proc. 85-41.

Buyer agrees that any amount deducted and withheld pursuant to this Section shall be remitted to the Internal Revenue Service in accordance with Section 1445 of the Code and the Regulations thereunder.

4.15. **Environmental Status.** Seller represents and warrants to Buyer as of the Effective Date that to the actual knowledge of Seller's President as of the Effective Date, without independent inquiry and without review of any files, that there has been no generation, location, transportation, storage, treatment, discharge, disposal or release upon or under the Property of any "pollutant" subject to regulation under the Resource Conservation and Recovery Act (as amended by the Hazardous and Solid Waste Amendments of 1984), or the Comprehensive Environmental Response, Compensation and Liability Act (as amended by the Superfund amendments and Reauthorization Act of 1986).

The provisions of this Section 4.15 shall survive the Closing or earlier termination of this Contract for a period of one (1) year after Closing or earlier termination of this Contract.

4.16. **Right of Inspection.** During the term of this Contract, Buyer, its agents, employees and representatives, may have access to the Property and the records of the Property (including those on file with any governmental agency) at all reasonable times subsequent to the Effective Date of this Contract with the right, at Buyer's expense, to inspect the Property and to conduct all tests and borings thereon as Buyer, its licensed engineers, surveyors and the like shall deem reasonably necessary or desirable to fulfill the tests and investigations contemplated by the Contract; provided that prior to any entry onto the Lots by Buyer, (i) Buyer shall deliver written notice to Seller specifying the date of entry, the reason for entry and the length of entry; and (ii) Buyer shall provide to Seller a certificate of insurance with a national insurance company reasonably acceptable to Seller in the minimum amount of \$2,000,000.00 per occurrence and \$3,000,000.00 in the aggregate insuring Seller against any and all liability which may arise from such entry. Any entry on or to the Property by Buyer or its authorized representatives pursuant to the provisions hereof shall be at the risk of Buyer, and to the extent of the monetary limitations in Fla. Stat. 768.28, Buyer hereby indemnifies, protects, and holds Seller harmless and agrees to defend Seller from and against any and all claims, demands, losses, damages, and liabilities (including but not limited to personal injury and property damage claims and mechanics' or other liens), together with related costs and expenses, including reasonable attorney fees and litigation costs, caused by Buyer or Buyers' agents on or to the Property. This does not waive Buyer's right to sovereign immunity. In addition, Buyer shall keep the Property free from any liens which could arise as a result of the exercise by Buyer of any of its rights hereunder.

4.17. **WAIVER OF TRIAL BY JURY.** SELLER AND BUYER HEREBY MUTUALLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY REGARDING ANY LITIGATION BASED OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY AGREEMENT CONTEMPLATED TO BE DELIVERED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF SELLER AND BUYER ENTERING INTO THIS CONTRACT.

ARTICLE V - SPECIAL CONDITIONS

Seller has made a limited number of representations and warranties to Buyer in this Contract. In consideration of Buyer waiving additional conditions, representations or warranties from Seller, Seller and Buyer hereby agree as follows:

5.1. **Condition Precedent.** Buyer's obligation to close under this Contract shall be subject to the satisfaction of the following conditions precedent enumerated below. In the event any one of these conditions is not satisfied for any reason whatsoever, then this Contract shall terminate, and Buyer and Seller shall be fully relieved from all further rights and responsibilities under this contract.

(A) The complete execution of this Contract by Seller and Buyer and the approval of this Contract by Buyer's City Council at a public meeting, pursuant to §166.045, Fla. Stat., to occur within 30 days of Seller's execution.

(B) No action, suit, proceeding, or official investigation shall have been threatened, announced, or commenced by any person or federal, state or local government authority or agency that seeks to enjoin, assess civil or criminal penalties against, or obtain any judgment, order, or consent decree, with respect to either party hereto, in connection with their respective representations and obligations under this Contract.

(C) Seller shall fully comply with the provisions of Section 286.23, Florida Statutes by executing and delivering an Affidavit in the form of the Affidavit of Interest in Real Property - Florida Statute 286.23, a copy of which is attached hereto as **Exhibit "B."**

5.2. **Inspection Period.** Buyer shall have until thirty (30) days after the Effective Date (herein the "**Inspection Period**") in which to conduct an investigation of the Property, including, by way of illustration and not in limitation and subject to Section 4.16: inspections as to the physical condition of the Property, investigate the availability of utilities, status of zoning or ability to rezone, zoning codes, building codes, physical condition and any other condition or characteristic of the Property which Buyer may deem necessary or relevant to Buyer in purchasing the Property. Should Buyer for any reason become dissatisfied or concerned with the result of any such investigation, search, inquiry or report as contemplated hereby, then Buyer may, prior to the expiration of the Inspection Period, terminate this Contract by written notice thereof to Seller. Notwithstanding anything to the contrary contained herein, if Buyer has not terminated this Contract by written notice

delivered to Seller prior to Closing, then the Deposit (if any) shall be applicable to the Purchase Price but non-refundable, other than pursuant to Section 5.1 hereof, except in the event of a default by Seller hereunder.

5.3. **[Intentionally Omitted]**.

5.4. **Brokerage**. Buyer and Seller represent to each other that neither party has dealt with or engaged a broker with respect to the transaction contemplated herein. Each party hereby agrees to indemnify the other from and against any claim for brokerage commission or finder's fee asserted by any other person, firm or corporation claiming by, through or under said party.

5.5. **Seller Warranties**. During the period that this Contract is in effect, Seller shall maintain the Property in its current condition, reasonable wear and tear excepted.

5.6. **Seller Not to Convey**. During the period that this Contract is in effect, Seller shall not convey any interest in the Property without the prior joinder and written consent of the Buyer.

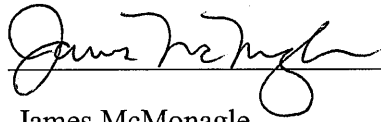
5.7. **[Intentionally Omitted]**.

5.8. **Waiver/Time**. The waiver of any breach of any provision hereunder by Buyer or Seller shall not be deemed to be a waiver of any preceding or subsequent breach hereunder. No failure or delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof. Time is of the essence in this Agreement as to all dates and time periods set forth herein. To the extent that the last day of any time period stipulated in this Contract falls on a Saturday, Sunday or legal holiday (State or Federal), the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Any time period of ten (10) days or less specified herein shall not include Saturdays, Sundays or legal holidays. Where used herein, the term "business days" shall be those days other than Saturdays, Sundays or legal holidays.

5.9. **Headings; Entire Agreement; Governing Law**. The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. This Contract constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and this Contract may be executed in separate counterparts, each of which shall be deemed an original, and all which shall constitute one and the same instrument. This Contract shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

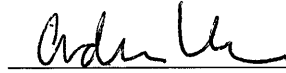
IN WITNESS WHEREOF, the parties have executed this instrument as of the Effective Date.

WITNESSES:



James McMonagle

(print)

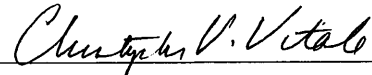


Adrienne Uleau

(print)

SELLER:

COMMERCE BLVD HOLDINGS LLC, a
Florida limited liability company

By: 

Print name: Christopher V. Vitale

Title: President

WITNESSES:

(print)

(print)

BUYER:

CITY OF PALM COAST, FLORIDA

By: _____
Matthew Morton, City Manager

ATTEST:

By: _____
Virginia A. Smith, City Clerk

Date: _____

[CITY SEAL]

EXHIBIT "A"

[LEGAL DESCRIPTION]

Portion of Lot 7, according to the Subdivision Plat of PINE LAKES INDUSTRIAL PARK, Palm Coast, recorded in Map Book 27, Pages 1 and 2, of the Public Records of Flagler County, Florida, more particularly described as follows:

Beginning at the Southwest corner of said Lot 7, then North 00°51'33" West along the West line of Lot 7, a distance of 546.00 feet, thence North 89°08'27" East along the North line of Lot 7, a distance of 311.21 feet to the Northeast corner of Lot 7, being a point on the West right-of-way line of Pine Lakes Parkway (formerly Barton Parkway), thence South 00°51'33" East along said West right-of-way a distance of 546.00 feet; thence departing said Parkway South 89°08'27" West a distance of 55.00 feet to the Southeast corner of a portion of Lot 7 previously deemed Palm Coast Utility Co., recorded in Official Records Book 235, Pages 181 through 228, of the Public Records of Flagler County, Florida, thence North 00°51'33" West a distance of 30.00 feet, thence South 89°08'27" West a distance of 60.00 feet; thence South 00°51'33" East a distance of 30.00 feet, thence South 89°08'27" West along the Northerly right-of-way line of Commerce Boulevard a distance of 196.21 feet to the Point of Beginning.

EXHIBIT “B”

AFFIDAVIT OF INTEREST IN REAL PROPERTY – F.S. 286.23

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered into this _____ day of _____, 2019, for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms that the following is true:

The undersigned is the _____ of COMMERCE BLVD HOLDINGS LLC, a Florida limited liability company, the legal title holder of the real property described on the attached Exhibit “B-1”; and *(select appropriate option below)*:

☐ *(check if applicable)* – The name(s) and address(es) of every person having a beneficial interest in the real property described on the attached Exhibit “A” however small or minimal is/are:

	Name	Address
a)		
b)		
c)		

☐ *(check if applicable)* – All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

[SIGNATURE ON FOLLOWING PAGE]

WITNESSES:

(print)

(print)

COMMERCE BLVD HOLDINGS LLC, a
Florida limited liability company

By: _____

Print name: _____

Title: _____

STATE OF _____

COUNTY OF _____

SWORN TO and subscribed before me this ____ day of _____, 2019, by
_____, the _____ of COMMERCE BLVD
HOLDINGS LLC, a Florida limited liability company, (check one) ☐ who is personally known to me
or ☐ who provided _____ as identification.

Print Name: _____

Notary Public

EXHIBIT "B-1"
[LEGAL]

Portion of Lot 7, according to the Subdivision Plat of PINE LAKES INDUSTRIAL PARK, Palm Coast, recorded in Map Book 27, Pages 1 and 2, of the Public Records of Flagler County, Florida, more particularly described as follows:

Beginning at the Southwest corner of said Lot 7, then North 00°51'33" West along the West line of Lot 7, a distance of 546.00 feet, thence North 89°08'27" East along the North line of Lot 7, a distance of 311.21 feet to the Northeast corner of Lot 7, being a point on the West right-of-way line of Pine Lakes Parkway (formerly Barton Parkway), thence South 00°51'33" East along said West right-of-way a distance of 546.00 feet; thence departing said Parkway South 89°08'27" West a distance of 55.00 feet to the Southeast corner of a portion of Lot 7 previously deemed Palm Coast Utility Co., recorded in Official Records Book 235, Pages 181 through 228, of the Public Records of Flagler County, Florida, thence North 00°51'33" West a distance of 30.00 feet, thence South 89°08'27" West a distance of 60.00 feet; thence South 00°51'33" East a distance of 30.00 feet, thence South 89°08'27" West along the Northerly right-of-way line of Commerce Boulevard a distance of 196.21 feet to the Point of Beginning.

City of Palm Coast, Florida

Agenda Item

Agenda Date: 7/30/19

Department	Stormwater & Engineering	Amount	\$597,491.40
Item Key		Account	54029088-063000-81019
Subject	RESOLUTION 2019-XX APPROVING A CONTRACT WITH HAZEN CONSTRUCTION, LLC, FOR THE CONSTRUCTION OF EQUIP WELL SW-43R AND RAW WATER MAIN PROJECT		
Background : The City of Palm Coast entered into an agreement with Palm Coast Land, LLC, to exchange an existing wellsite, SW-43R, for land and access to the wetlands off of US-1. The City will decommission existing well SW-43, located on the corner of US-1 and Matanzas Woods Parkway, within 180 days of notification from the new owner. In preparation for future decommissioning, the new well was drilled on the land donated by Palm Coast Land, LLC. In addition, a City approved consulting engineering firm, McKim & Creed, designed the replacement well with a new raw water main to serve the well. The last task remaining is the construction of the new well. The Stormwater & Engineering Department advertised the project (ITB-CD-19-03) and on July 3, 2019 received bids from four qualified construction contractors. City staff recommends award of the project to the low bidder, Hazen Construction, LLC of New Smyrna Beach, Florida, for \$543,174.00 and a 10% contingency (\$54,317.40). The notice of intent to award and the project bid overview are attached. The project is in the Utility 5-Year Capital Improvement Plan and the construction is budgeted for Fiscal Year 2019/20.			
SOURCE OF FUNDS WORKSHEET FY 2019/20			
WELLFIELD AND WELLS 54029088-063000-81019			\$3,825,000.00
Total Expended/Encumbered to Date.....			\$ 690,472.68
Pending Work Orders/Contracts.....			\$ 000,000.00
Current (WO/Contract).....			\$ 597,491.40
Balance.....			\$2,537,035.92
Recommended Action : Adopt Resolution 2019-XX approving a contract with Hazen Construction, LLC, in the amount of \$597,491.40 including a 10% contingency, for the construction of the Equip SW-43R and Raw Water Main project.			

RESOLUTION 2019-____
EQUIP WELL SW-43R AND RAW WATER MAIN PROJECT
ITB-CD-19-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A CONSTRUCTION CONTRACT WITH HAZEN CONSTRUCTION, LLC, INCLUDING 10% CONTINGENCY, FOR THE EQUIP WELL-43R AND RAW WATER MAIN PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast has a construction project for the Equip Well SW-43R and Raw Water Main; and

WHEREAS, Hazen Construction desires to provide for the construction of the Equip Well SW-43R and Raw Water Main project; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with Hazen Construction, LLC, for the above referenced services.

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

SECTION 1. APPROVAL OF CONTRACT. The City Council hereby approves the terms and conditions of a contract with Hazen Construction, LLC, for the Equip Well SW-43R and Raw Water Main project, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 6th day of August 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A –Contract with Hazen Construction, LLC

Approved as to form and legality

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



NOTICE OF INTENT TO AWARD

Project: ITB-CD-19-03 - Equip Well SW-43R and Raw Water Main

Date: 7/8/2019

Appeal Deadline: Appeals must be filed by 5:00 PM on 7/11/2019

Firm	Bid
Hazen Construction New Smyrna Beach, FL	\$543,174.00
McMahan Construction Company, Inc. Deland, FL	\$556,932.50
WPC Industrial Contractors, LLC Jacksonville, FL	\$594,370.00
T B Landmark Construction, Inc. Jacksonville, FL	\$714,130.00

The intent of the City of Palm Coast is to award ITB-CD-19-03 to **Hazen Construction**

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

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



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



ITB-CD-19-03 - Equip Well SW-43R and Raw Water Main

Project Overview

Project Details	
Reference ID	ITB-CD-19-03
Project Name	Equip Well SW-43R and Raw Water Main
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Current Spend	\$0.00
Target Savings	2%
Budget	\$450000.00 - \$520000.00
Project Description	The contractor shall furnish all labor, material, equipment, tools, supervision, and any other items required in order to install approximately 1,475 feet of 8" PVC raw water main, equip one (1) shallow well with a 300 gpm submersible pump, provide one (1) portable generator, air release valves, bike path removal and replacement, sodding and appurtenances. Two-Step process, with Pre-Qualifications due 5/29/19 (Step 1) and Bids due 7/3/19 (step 2).
Open Date	Jun 07, 2019 8:00 AM EDT
Intent to Bid Due	Jul 02, 2019 2:00 PM EDT
Close Date	Jul 03, 2019 2:00 PM EDT



Awarded Suppliers	Reason	Score
Hazen Construction		100 pts

Seal status

Requested Information	Unsealed on	Unsealed by
Forms A - M, Excluding N	May 30, 2019 5:51 PM EDT	Kelly Downey
Financial Forms N	May 30, 2019 5:51 PM EDT	Kelly Downey
License - Underground Utility or General Contractor	May 30, 2019 5:51 PM EDT	Kelly Downey
Bid Forms 00200	Jul 03, 2019 2:02 PM EDT	Jesse Scott
Forms 5 and 6	Jul 03, 2019 2:02 PM EDT	Jesse Scott
Bid Forms Pricing	Jul 03, 2019 2:03 PM EDT	Jesse Scott
Addenda (if issued)	Jul 03, 2019 2:02 PM EDT	Jesse Scott

Conflict of Interest

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



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

Name	Date Signed	Has a Conflict of Interest?
Mary Kronenberg	May 31, 2019 8:36 AM EDT	No
Alex Blake	May 31, 2019 8:41 AM EDT	No
Peter Roussell	Jun 03, 2019 12:38 PM EDT	No
Jesse Scott	Jun 03, 2019 7:57 AM EDT	No
Shannon Boone	May 31, 2019 8:15 AM EDT	No



Project Criteria

Criteria	Points	Description
Forms A-M, excluding N	Pass/Fail	Completed as Requested - Administrative Review
Qualification Review	Pass/Fail	Meets requirements for Qualification for short-listing
Financials - Form N	Pass/Fail	Meets Financial review requirements
Bid Forms 00200	Pass/Fail	Meets Technical review for completeness and accuracy
Forms 5 and 6	Pass/Fail	Completed as requested
Addenda	Pass/Fail	Signed and dated
Bid Forms Pricing	100 pts	Price entry of bid total
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Forms A-M, excluding N	Qualification Review	Financials - Form N	Bid Forms 00200
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Hazen Construction	100 pts	Pass	Pass	Pass	Pass
McMahan Construction Co., Inc.	97.53 pts	Pass	Pass	Pass	Pass
WPC Industrial Contractors LLC	91.39 pts	Pass	Pass	Pass	Pass
T B Landmark Construction, Inc.	76.06 pts	Pass	Pass	Pass	Pass

	Forms 5 and 6	Addenda	Bid Forms Pricing
--	---------------	---------	-------------------



Supplier	Pass/Fail	Pass/Fail	/ 100 pts
Hazen Construction	Pass	Pass	100 pts (\$543,174.00)
McMahan Construction Co., Inc.	Pass	Pass	97.53 pts (\$556,932.50)
WPC Industrial Contractors LLC	Pass	Pass	91.39 pts (\$594,357.50)
T B Landmark Construction, Inc.	Pass	Pass	76.06 pts (\$714,130.00)

Eliminated Submissions

	Forms A-M, excluding N	Qualification Review	Financials - Form N	Bid Forms 00200	Forms 5 and 6
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
DB Civil Construction	Pass	Fail	Pass	Fail	Fail



	Forms A-M, excluding N	Qualification Review	Financials - Form N	Bid Forms 00200	Forms 5 and 6
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
S.E. Cline Construction, Inc.	Pass	Pass	Pass	Fail	Fail
THADCON, LLC	Pass	Pass	Pass	Fail	Fail
Petticoat-Schmitt Civil Contractors, Inc.	Pass	Pass	Pass	Fail	Fail

	Addenda	Bid Forms Pricing
Supplier	Pass/Fail	/ 100 pts
DB Civil Construction	Fail	100 pts (\$999,999,999.00)
S.E. Cline Construction, Inc.	Fail	100 pts (\$999,999,999.00)



	Addenda	Bid Forms Pricing
Supplier	Pass/Fail	/ 100 pts
THADCON, LLC	Fail	100 pts (\$999,999,999.00)
Petticoat-Schmitt Civil Contractors, Inc.	Fail	100 pts (\$999,999,999.00)



Reason

Supplier	Disqualified by	Reason
S.E. Cline Construction, Inc.	Jesse Scott	No bid
DB Civil Construction	Jesse Scott	No Bid
Petticoat-Schmitt Civil Contractors, Inc.	Jesse Scott	No Bid
THADCON, LLC	Jesse Scott	No Bid

City of Palm Coast, Florida

Agenda Item

Agenda Date: 7/30/2019

Department Item Key	Stormwater & Engineering	Amount Account
Subject	RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH MULTIPLE FIRMS FOR CITY-WIDE ELECTRICAL INSTALLATION AND REPAIR SERVICES	
Background : The City has solicited electrical contractors for proposals to furnish all labor, materials, transportation, technical expertise, supervision, freight charges, licensing, permits, and equipment necessary for construction, troubleshooting, testing, demolition, repair and/or installation of electrical switchgear, panel boards, transformers, lighting, control work and any related or unrelated electrical work in compliance with local, state and federal regulations. In accordance with the City’s Purchasing Policy, City staff advertised and solicited bids for electrical installation and repair services on an as needed basis. The City received two (2) bids which were responsive and responsible. The project bid overview and notice of intent to award are attached. Staff recommends City Council approving master service agreements with Palmetto Electric, Inc. and Economy Electric Company City staff will present City Council with work orders for consideration as services are needed and in accordance with the City’s Purchasing Policy.		
Recommended Action : Adopt Resolution 2019-XX approving Master Service Agreements with multiple firms for City-wide electrical installation and repair services		

**RESOLUTION 2019-
CITY-WIDE ELECTRICAL INSTALLATION & REPAIR SERVICES**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF MASTER SERVICES AGREEMENTS WITH PALMETTO ELECTRIC INC. AND ECONOMY ELECTRIC COMPANY FOR CITY-WIDE ELECTRICAL INSTALLATION AND REPAIRS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Palmetto Electric, Inc. and Economy Electric Company desires to contract with the City of Palm Coast, to provide for electrical installation and repair services; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with Palmetto Electric, Inc. and Economy Electric Company, for the above referenced services.

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

SECTION 1. APPROVAL OF CONTRACT. The City Council hereby approves the terms and conditions of master services agreements with Palmetto Electric, Inc. and Economy Electric Company, for City-wide electrical installation and repair services as attached heretofore and incorporated herein by reference as Exhibit "A."

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

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

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

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

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 6th day of August 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A –Contract with Palmetto, Inc., & Economy Electric Company

Approved as to form and legality

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



Finance Department
Budget & Procurement Office

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

NOTICE OF INTENT TO AWARD

Project: City-Wide Electrical Installation and Repair Services - RFP-CD-19-60

Date: 7/16/2019

Appeal Deadline: Appeals must be Filed by 12:00 PM on 7/19/2019

Firm	Points
Palmetto Electric Inc	100
Economy Electric Company	95.67

The intent of the City of Palm Coast is to award City-Wide Electrical Installation and Repair Services to Palmetto Electric Inc. and Economy Electric Company.

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





RFP-CD-19-60 - City-Wide Electrical Installation and Repair Services

Project Overview

Project Details	
Reference ID	RFP-CD-19-60
Project Name	City-Wide Electrical Installation and Repair Services
Project Owner	Kelly Downey
Project Type	RFP
Department	Procurement
Current Spend	\$0.00
Target Savings	0%
Budget	\$500000.00 - \$531242.00
Project Description	This Request for Proposal is issued for the purpose of soliciting Electrical Contractor bids to furnish all labor, materials, transportation, technical expertise, supervision, freight charges, licensing, permits, and equipment necessary for consultation, troubleshooting, testing, demolition, repair and/or installation of electrical switchgear, panelboards, transformers, lighting, control work, and any related or unrelated electrical work in compliance with local, state and federal regulation, and NFPA 70 National Electrical Code 2014 edition.
Open Date	Jun 19, 2019 9:00 AM EDT
Intent to Bid Due	Jul 08, 2019 2:00 PM EDT
Close Date	Jul 08, 2019 2:00 PM EDT



Awarded Suppliers	Reason	Score
Palmetto Electric Inc		100 pts
Economy Electric Company		95.67 pts

Seal status

Requested Information	Unsealed on	Unsealed by
Forms 1 -4	Jul 08, 2019 2:00 PM EDT	Kelly Downey
References	Jul 08, 2019 2:00 PM EDT	Kelly Downey
Price Schedule	Jul 08, 2019 2:00 PM EDT	Kelly Downey
Questionnaire	Jul 08, 2019 2:00 PM EDT	Kelly Downey
Officers of the Company	Jul 08, 2019 2:00 PM EDT	Kelly Downey
Addendum #1	Jul 08, 2019 2:00 PM EDT	Kelly Downey
Proposal	Jul 08, 2019 2:00 PM EDT	Kelly Downey



Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
Palmetto Electric Inc	Jun 29, 2019 9:52 AM EDT	Frank Dudley, Jr	frank@palmettoelectricinc.com	NTI2NzM=
Economy Electric Company	Jul 03, 2019 1:59 PM EDT	Ann Carter	anncarter@economyelectricco.com	NTI5Njl=



Project Criteria

Criteria	Points	Description
Forms 1 - 4	Pass/Fail	Forms 1 -5
References, Officers of the Company, Price Schedule & Questionnaire	Pass/Fail	References, Officers of the Company, Price Schedule & Questionnaire
Addendum #1	Pass/Fail	Addendum #1
Years in Business in Florida	10 pts	Years in Business in Florida
Number of full time Employees Field Workers	20 pts	Number of full time Employees Field Workers
Electrical experience working for the City of Palm Coast	10 pts	Electrical experience working for the City of Palm Coast
Number of full time Employees Administrative Staff	15 pts	Number of full time Employees Administrative Staff
Completing work on time	15 pts	Completing work on time
Proposal Cost/Price	30 pts	Proposal Cost/Price



Total	100 pts	
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Scoring Summary

Active Submissions

	Total	Forms 1 - 4	References, Officers of the Company, Price Schedule & Questionnaire	Addendum #1	Years in Business in Florida
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	/ 10 pts
Palmetto Electric Inc	100 pts	Pass	Pass	Pass	10 pts
Economy Electric Company	95.67 pts	Pass	Pass	Pass	9.333 pts

	Number of full time Employees Field Workers	Electrical experience working for the City of Palm Coast	Number of full time Employees Administrative Staff	Completing work on time	Proposal Cost/Price
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Supplier	/ 20 pts	/ 10 pts	/ 15 pts	/ 15 pts	/ 30 pts
Palmetto Electric Inc	20 pts	10 pts	15 pts	15 pts	30 pts
Economy Electric Company	20 pts	10 pts	14 pts	15 pts	27.33 pts

City of Palm Coast, Florida Agenda Item

Agenda Date: 07/30/2019

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



Meeting Calendar for 7/31/2019 through 8/31/2019

8/6/2019 6:00 PM

City Council
City Hall

8/7/2019 10:00 AM

Code Enforcement Board
City Hall

8/13/2019 9:00 AM

City Council Workshop
City Hall

8/16/2019 8:30 AM

Volunteer Firefighters' Pension Board
Fire Station #25

8/20/2019 9:00 AM

City Council
City Hall

8/21/2019 5:30 PM

Planning & Land Development Regulation Board
City Hall

8/22/2019 5:00 PM

Beautification and Environmental Advisory Committee
City Hall

8/27/2019 9:00 AM

City Council Workshop
City Hall