



# City of Palm Coast Agenda COUNCIL WORKSHOP

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

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**Tuesday, October 12, 2021**

**9:00 AM**

**COMMUNITY WING**

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## City Staff

**Denise Bevan, Interim City Manager**

**William Reischmann, City Attorney**

**Virginia A. Smith, City Clerk**

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

## **A CALL TO ORDER**

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

## **C ROLL CALL**

## **D PUBLIC PARTICIPATION**

## **E PRESENTATIONS**

### **1 PRESENTATION ON THE NATIONAL CITIZEN SURVEY CUSTOM QUESTIONS**

### **2 PRESENTATION ON LITTER CONTROL AND PROGRAMS**

### **3 RESOLUTION 2021-XX APPROVING A RECAPTURE ENHANCED VALUE GRANT AGREEMENT WITH GROUND UP, INC.**

### **4 RESOLUTION 2021-XX SEMINOLE PALMS IMPACT FEE PREPAYMENT, CITATION**

**BOULEVARD EXTENSION AND LAND EXCHANGE AGREEMENT**

**5 RESOLUTION 2021-XX APPROVING A WORK ORDER WITH ENGLAND-THIMS & MILLER INC., FOR DESIGN SERVICES RELATED TO THE WHITEVIEW PARKWAY IMPROVEMENT PROJECT**

**6 RESOLUTION 2021-XX APPROVING THE PURCHASE OF MATERIALS, EQUIPMENT, CONSULTING SERVICES AND RELATED EXPENSES TO THE ENTERPRISE RESOURCE PLATFORM (ERP) UPDATE**

**F WRITTEN ITEMS**

**7 RESOLUTION 2021-XX APPROVING THE PURCHASE OF MATERIALS, EQUIPMENT, CONSULTING SERVICES AND RELATED EXPENSES FOR SCADA NETWORK SECURITY PHASE II**

**8 RESOLUTION 2021-XX APPROVING THE PURCHASE OF MATERIALS, EQUIPMENT, CONSULTING SERVICES AND RELATED EXPENSES TO THE MICROSOFT 365 IMPLEMENTATION**

**9 RESOLUTION 2021-XX APPROVING THE COLLECTIVE BARGAINING AGREEMENT WITH IAFF LOCAL 4807 FOR OCTOBER 1, 2021 - SEPTEMBER 30, 2024**

**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 WORKSHEET**

## City of Palm Coast, Florida Agenda Item

Agenda Date : October 12, 2021

<b>Department</b>	COMMUNICATIONS & MARKETING	<b>Amount</b>	
<b>Item Key</b>	12103	<b>Account #</b>	
<b>Subject</b>	Presentation on the National Citizen Survey Custom Questions		
<b>Presenter :</b>	Brittany Kershaw		
<b>Background :</b>	At the September 14, 2021 City Council workshop, staff presented draft custom questions for Council's consideration. Staff is requesting final direction to move forward with implementing the survey timeline.		
<b>Recommended Action :</b>	FOR PRESENTATION ONLY		

# 2021–2022 NATIONAL CITIZEN SURVEY





# Custom Questions

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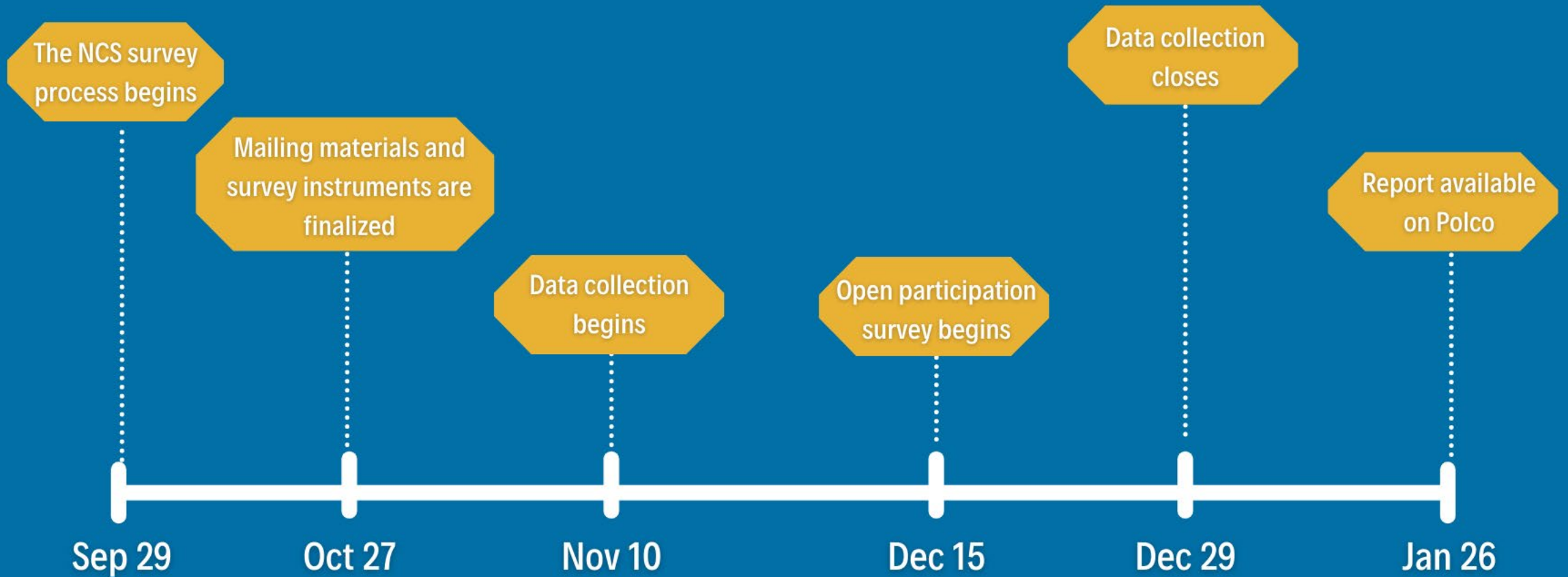
The Strategic Action Planning (SAP) team is working with the vendor to create three Custom Questions relevant to the City of Palm Coast.

## Areas of Focus:

- Streetlights
- Stormwater/Swales
- Street Maintenance



# Timeline for The National Community Survey™



# Thank you!

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We appreciate your time and feedback.



# City of Palm Coast, Florida Agenda Item

Agenda Date: October 12, 2021

<b>Department</b> PLANNING <b>Item Key</b> 12185	<b>Amount</b> <b>Account</b> <b>#</b>
<b>Subject</b> PRESENTATION ON LITTER CONTROL AND PROGRAMS	
<b>Presenter:</b> Jason DeLorenzo, Matt Mancill	
<b>Background:</b> Staff will present key issues concerning litter control throughout the City including, enforcement, current operations, and community engagement programs.	
<b>Recommended Action:</b> PRESENTATION ONLY	

# Litter Control

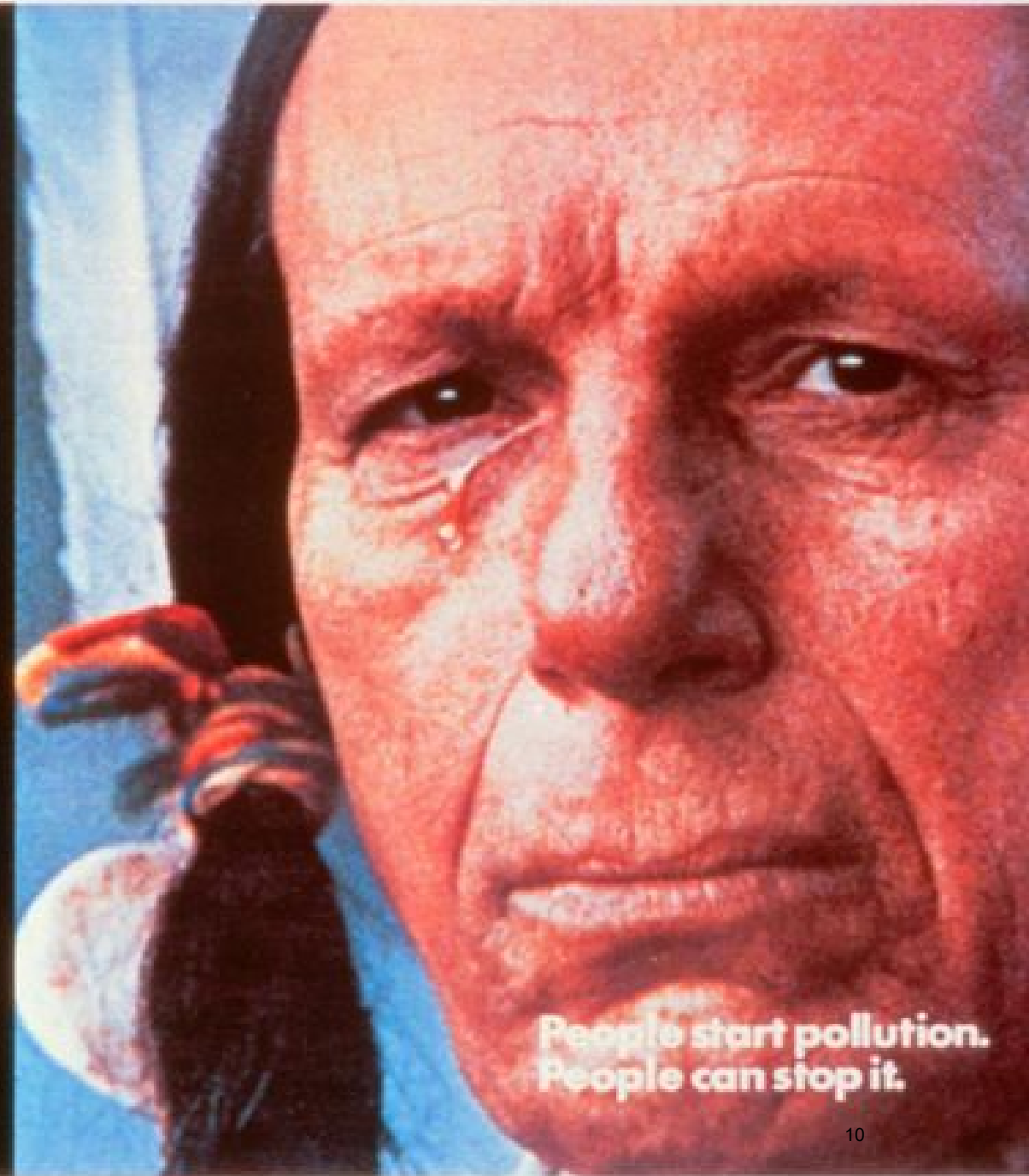
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Be part of the solution, not the pollution



# GET INVOLVED NOW. POLLUTION HURTS ALL OF US.

You can help by becoming a community volunteer. Write:  
**Keep America Beautiful, Inc.**  
99 Park Avenue, New York, New York 10016  
A Public Service of Transit Advertising & The Advertising Council.



People start pollution.  
People can stop it.

# 50 Years Later

## 2020 Keep America Beautiful Study

- Nearly 50 billion pieces of litter along U.S. roadways and waterways
- Slightly more litter along waterways (25.9B) than roadways (23.7B)
- 152 items for each U.S. resident
- More than 2,000 pieces of litter per mile (both roadway and waterway)
- 90% of people surveyed believe litter is a problem in their state
- 6 billion pieces more than 4 inches in size
- Most littered item remains cigarette butts
- 207.1M PPE items littered





# Known Issues



PALM COAST



# Known Issues

- Debris blowing out of trucks
- Areas around I-95 off ramps
- Illegal dumping in neighborhoods





# Enforcement



# Florida's Litter Law – F.S.403.13

## (6) PENALTIES; ENFORCEMENT.—

(a) Any person who dumps litter in violation of subsection (4) in an amount **not exceeding 15 pounds** in weight or 27 cubic feet in volume and not for commercial purposes commits a noncriminal infraction, punishable by a **civil penalty of \$150**

(b) Any person who dumps litter in violation of subsection (4) in an amount **exceeding 15 pounds** in weight or 27 cubic feet in volume, but not exceeding 500 pounds in weight or 100 cubic feet in volume and not for commercial purposes is **guilty of a misdemeanor of the first degree**

(c) Any person who dumps litter in violation of subsection (4) in an amount **exceeding 500 pounds** in weight or 100 cubic feet in volume or in any quantity for commercial purposes, or dumps litter which is a hazardous waste as defined in s. 403.703, is **guilty of a felony of the third degree**

# Florida's Litter Law – F.S.403.13

(6) PENALTIES; ENFORCEMENT.—

**(i) It shall be the duty of all law enforcement officers to enforce the provisions of this section.**





# Public Works Operations



PALM COAST



# Public Works Operations

All Public Works field employees are assigned to remove trash and debris as part of their daily responsibilities.





# Public Works Operations

One full time employee empties receptacles and picks up debris 40hrs. a week collecting an average of 45 bags per week along the right of ways and 47 bags per week from our receptacles averaging 1,380 lbs. per week.





# Public Works Operations

- All Public Works employees remove litter as they go.

## Neighborhood Mowing Crew

- 9 Employees 2 bags per employee
- 18 bags per day, 90 per wk
- Average weight total=1,350 lbs. per wk

## Dedicated Employee 40 hours a wk. Picks up per route

- 1 employee 45 bags per wk - right of ways
- same employee 47 bags per wk - receptacles
- Average weight total 1,380 lbs per wk
- This count does not include large items discarded along our right of ways.

## US1

- Average of 20 bags of litter per week. Average weight of all the litter removed is 300 lbs. bi-weekly.
- This does not include large debris.

## Dumpster

- All the litter and debris removed is enough to fill two 30 yd. dumpsters located at the Public Works yard and are emptied weekly. Averaging a total of 11,520 lbs. of trash per month and 138,240 lbs. per year



# Public Works Operations

## Large Debris Removal

We remove litter and trash from the City's right of ways and handle any large debris left behind in our neighborhoods. We receive notification through Palm Coast Connect of any debris that needs removal.





# Public Works Operations

## Roadkill

The employees that are responsible for the removal of litter and debris are also tasked with responding to any work order that is submitted for roadkill removal. During the current year the department has responded to over 228 requests for roadkill removal.



An illustration of several hands of different skin tones (light blue, tan, brown) raised in the air, symbolizing community and diversity. The hands are positioned at various heights and angles, creating a sense of movement and unity.

# Community Muscle



# Adopt-A-Programs

Local groups, private citizens and supervised youth organizations help our community through litter cleanup and other minimal maintenance

- Adopt-A-Park (4)
- Adopt-A-Trail (12)
- Adopt-A-Shoreline (1)
- Adopt-A-Road (19)
- Adopt-A-Median (53 local streets)





# Annual Intracoastal Cleanup

Held every fall, a very popular event 14 years strong!

- Since 2008, volunteers have collected over 20,000 pounds of trash
- This year, over 250 volunteers participated in the event
- Over 1,750 pounds of trash collected this year



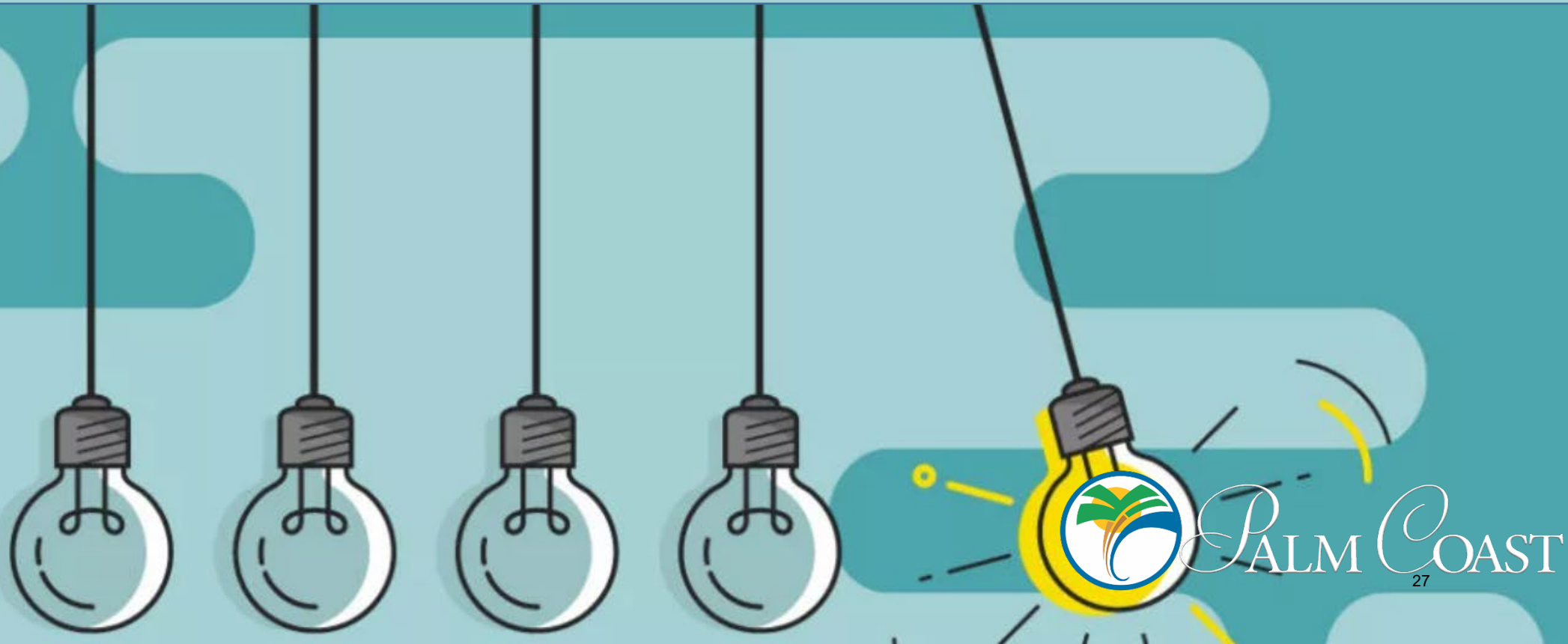


# Keep Palm Coast Clean Event

We are enthusiastic about a new outreach program that the Public Works department organized, “Keep Palm Coast Clean – Love Where You Live.” 140 citizens along with some of our employees volunteered to remove trash and debris from the major roadway shoulders. Over 1,305 lbs. of trash was picked up in a two-hour window.



# We Can Improve!





# NEW! Annual Spring Cleanup

A new spring event focused on cleaning rights-of-way

- Citywide cleanup program similar to Intracoastal Cleanup
- On or around Earth Day (April 22<sup>nd</sup>)
- Build event awareness (branding) with a naming contest
- Update litter control signage throughout city with new branding
- Event needs to be planned and budgeted



# Questions?

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# City of Palm Coast, Florida Agenda Item

Agenda Date: 10/12/2021

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	12184	<b>Account</b>
		<b>#</b>
<b>Subject</b>	RESOLUTION 2021-XX APPROVING A RECAPTURE ENHANCED VALUE GRANT AGREEMENT WITH GROUND UP, INC.	
<b>Presenter:</b>	Jason DeLorenzo	
<b>Background:</b>	<p>Council Priority: B4 - Economic Development: Create a business recruitment program and <b>develop incentives through in-house resources.</b></p> <p>Founded in 1990, Ground Up, Inc. SS396.com has grown from a small operation selling tough to find parts at swap meets to the largest restoration supply house in the Northeast! The first Ground Up, Inc. warehouse, at just 500 sq. ft. was located in Long Island, NY. After expanding several times in New York, Ground Up, Inc. made the move to Connecticut in 2004 to improve our product line and available services. Ground Up, Inc. quickly outgrew that warehouse and just a few years later, the operation moved to a 40,000 sq. ft. distribution center and showroom in Naugatuck, CT in 2010.</p> <p>Ground Up, is now relocating their entire operation to Palm Coast to allow the company to expand into over 70,000 sq. ft. and requested an economic development incentive.</p> <p>A Recapture Enhanced Value Grant is a modern, performance based, incentive agreement utilized by the cities of Jacksonville and Lakeland where a portion of ad-valorem property taxes paid by the company are granted back for certain allowable expenses.</p> <p>The proposed Recapture Enhanced Value Grant Agreement with Ground Up, Inc. includes the following commitments by Ground Up, Inc. and the City and a list of allowable uses of grant funds:</p> <p><b><u>SECTION 3. COMMITMENT BY GROUND UP, INC.</u></b></p> <p>(a) Ground Up, Inc. agrees that during the term of this Agreement, the City of Palm Coast, Florida shall serve as the primary location of Ground Up, Inc.</p> <p>(b) Ground Up, Inc. agrees to maintain a minimum of twenty-five (25) jobs at the City of Palm Coast location.</p> <p>(c) Before March 31<sup>st</sup> of each year of this Agreement, Ground Up, Inc. agrees to provide the City with an annual report of grant related activities including but not limited to the following:</p> <p style="padding-left: 40px;">a. Current employee count</p>	

- b. Anticipated change in employment for current year
  - c. Grant related activities and expenses completed in the past year
  - d. Grant related activities planned for the current year
- (d) Ground Up, Inc. agrees to expend all grant funds provided annually per Section 5 of this agreement.

**SECTION 4. COMMITMENTS BY CITY.**

- (a) Annually after a satisfactory grant compliance review by the City Manager or designee, and for a period not to exceed five (5) consecutive years, the City shall provide a grant equal to 75% of the City portion of ad-valorem property taxes paid by Ground Up, Inc. the previous year.

**SECTION 5. ALLOWABLE USES OF GRANT FUNDS.**

- (a) To ensure recapture of grant funds the following expenses are allowed:
- a. Facility reinvestment which increases the taxable value
  - b. Host at least one regionally advertised car show
  - c. Support Flagler County Schools
    - i. Sponsor STEM programs
    - ii. Invest in Career & Technical Education (CTE) programs
  - d. Support and promote traffic safety programs
  - e. Sponsor or participate in a City event

**Recommended Action:**

ADOPT RESOLUTION 2021-XX APPROVING A RECAPTURE ENHANCED VALUE GRANT AGREEMENT WITH GROUND UP, INC.



# Recapture Enhanced Value Grant

Ground Up, Inc Relocation

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*Community Development Department*





# Council Priority Business Friendly # 4 (B4)

B4: Economic Development - Create a business recruitment program and develop incentives through in-house resources.

- Initial research included discussion with The Southern Group, our lobbying firm, on what strategies other communities are using
- The Recapture Enhanced Value Grant (REV Grant) was identified as being successfully utilized by the Cities of Jacksonville and Lakeland
- Currently approved REV Grants in Jacksonville are expected to produce 535 jobs at a cost of \$7.5M





# REV Grant Structure

- Provides a minimum job floor for eligibility
- Monitored annually for compliance before being paid
- A grant made back to the company from property taxes they have already paid
- May only be used for eligible expenses designed to be recaptured by the community
- Negotiated case by case based on anticipated economic impact and tailored to the recipient



# An American Success Story



- E-Commerce distribution of GM Muscle Car Parts
- Founded in 1990 in Long Island, NY
- Started in 500 sq. ft. facility expanding several times into larger locations
- In 2004 moved to large facility in Connecticut
- In 2010 expanded operations to 40,000 sq. ft.
- In 2021 relocating headquarters to 70,000 sq. ft. in Palm Coast





# Ground Up, Inc.

- Experienced more than 10% growth for last two years
- Invested over \$4,000,000 in the purchase and renovation of 2 Commerce Blvd.
- Plan to be operational in November - December
- Currently hiring
- Anticipate starting with approximately 30 employees
- Have plans for future expansion of the facility



## Ground Up, Inc. Southeast

2 Commerce Blvd  
Palm Coast, FL 32164

[See Open Positions](#)



# REV Grant Agreement Commitments

Ground Up, Inc.	City of Palm Coast
Shall maintain its primary location within the City of Palm Coast	The City will provide a grant equal to 75% of the amount of the City portion of ad-valorem property taxes paid by the company
Shall maintain a minimum of twenty-five (25) jobs at the City of Palm Coast location.	For a 5 years starting in March 2022, distributed annually following a grant compliance review
Shall provide the City with an annual report of grant related activities including but not limited to the following: Current employee count, anticipated change in employment for current year, grant related activities and expenses completed in the past year, and grant related activities planned for the current year	
May only expend grant funds on expenses allowed in this agreement	





# REV Grant Agreement Commitments

Allowable expenses of grant funds:

- Facility reinvestment which increases the taxable value
- Host at least one regionally advertised car show
- Support Flagler County Schools
  - Sponsor STEM programs
  - Invest in Career & Technical Education (CTE) programs
- Support and promote traffic safety programs
- Sponsor or participate in a City event



# REV Grant Agreement

Anticipated cost of the grant:

- The City portion of 2021 ad-valorem property taxes = \$12,912
- $\$12,912 \times .75 = \$9,684$  (amount of 2022 grant)
- 5 year estimated at \$50,000 – \$60,000



# Council Action Requested

- Approve the Recapture Enhanced Value Grant Agreement with Ground Up, Inc.



# THANK YOU

Questions?





**RESOLUTION 2021-\_\_\_\_**  
**RECAPTURE ENHANCED VALUE GRANT**  
**GROUND UP, INC.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE RECAPTURE ENHANCED VALUE GRANT AGREEMENT WITH GROUND UP, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Ground Up, Inc., a Connecticut based company founded in 1990, desires to move its entire operation to Palm Coast; and

**WHEREAS**, Ground Up, Inc. currently employs thirty-five (35) full time employees and is experiencing significant growth; and

**WHEREAS**, Ground Up, Inc.'s move to Palm Coast includes a \$4,000,000 investment to expand into a larger facility and will allow them to continue growing; and

**WHEREAS**, the City desires to provide Ground Up, Inc., a Recapture Enhanced Value Grant (REV Grant) in furtherance of the municipal purpose of attracting a major employer within the City and expanding economic activity within its jurisdictional boundaries under section 166.021, Florida Statutes; and

**WHEREAS**, the City finds REV Grants as a way to incentivize economic development while recapturing the dollars as they are intended to promote investment in the community; and

**WHEREAS**, the parties recognize this Agreement is necessary to ensure that the REV Grant provided by the City to Ground Up, Inc. ultimately serve their intended municipal purpose; and

**WHEREAS**, the City has established terms and conditions herein whereby Ground Up, Inc. by complying with these terms and conditions, can receive the benefit outlined in this Agreement, while the City can fulfill the City’s desire to support employers which will create jobs and significantly enhance the prospects of local economic development; and

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

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

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

**SECTION 1. RECITALS.** The foregoing recitals are deemed to be true and accurate and are fully incorporated herein by reference

**SECTION 2. APPROVAL OF REV GRANT** The City of Palm Coast City Council hereby approves the terms and conditions of a Recapture Enhanced Value Grant (REV Grant) with Ground Up, Inc., as attached hereto and incorporated herein by reference as Exhibit “A.”

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Council of the City of Palm Coast hereby authorizes the City Manager to execute the necessary documents relating to the REV Grant with Ground Up, Inc., as attached hereto as Exhibit “A.”

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

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



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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 19th day of October 2021.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
DAVID ALFIN, MAYOR

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

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
WILLIAM E. REISCHMANN, JR., ESQ.  
CITY ATTORNEY

Attachment: Exhibit A-REV Grant with Ground Up, Inc.

**RECAPTURE ENHANCED VALUE GRANT  
GROUND UP, INC.**

**THIS RECAPTURE ENHANCED VALUE GRANT AGREEMENT (“Agreement”)** is made and entered into this \_\_\_\_ day of \_\_\_\_, 2021, by and between the **CITY OF PALM COAST, FLORIDA**, a municipal corporation (“CITY”), whose address is 160 Lake Ave, Palm Coast, FL 32164 and **GROUND UP, INC.**, a corporation, (GROUND UP) whose address is 2 Commerce Drive, Palm Coast, FL 32164.

**WHEREAS**, Ground Up, Inc., a Connecticut based company founded in 1990, desires to move its entire operation to Palm Coast; and

**WHEREAS**, Ground Up, Inc. currently employs thirty-five (35) full time employees and is experiencing significant growth; and

**WHEREAS**, Ground Up, Inc.’s move to Palm Coast includes a \$4,000,000 investment to expand into a larger facility and will allow them to continue growing; and

**WHEREAS**, the City desires to provide Ground Up, Inc., a Recapture Enhanced Value Grant (REV Grant) in furtherance of the municipal purpose of attracting a major employer within the City and expanding economic activity within its jurisdictional boundaries under section 166.021, Florida Statutes; and

**WHEREAS**, the City finds REV Grants as a way to incentivize economic development while recapturing the dollars as they are intended to promote investment in the community; and

**WHEREAS**, the parties recognize this Agreement is necessary to ensure that the REV Grant provided by the City to Ground Up, Inc. ultimately serve their intended municipal purpose; and

**WHEREAS**, the City has established terms and conditions herein whereby Ground Up, Inc., by complying with these terms and conditions, can receive the benefit outlined in this Agreement, while the City can fulfill the City’s desire to support employers which will create jobs and significantly enhance the prospects of local economic development; and

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

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

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein, and other good and valuable consideration which the parties agree has been exchanged and received the parties agree as follows:

**SECTION 1. RECITALS.**

The foregoing recitals are deemed to be true and accurate and are fully incorporated herein by reference.

**SECTION 2. DEFINITIONS.**

For the purpose of this agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise:

- (a) "County" shall mean Flagler County, Florida
- (b) "Effective Date" shall be the date on which the last signatory hereto shall execute the Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not be effective until said date.
- (c) "Jobs" shall have the meaning given to such terms in Section 288.106(2)(i), Florida Statutes.

**SECTION 3. COMMITMENT BY GROUND UP, INC.**

- (a) Ground Up, Inc. agrees that during the term of this Agreement, the City of Palm Coast, Florida shall serve as the primary location of Ground Up, Inc.



- (b) Ground Up, Inc. agrees to maintain a minimum of twenty-five (25) jobs at the City of Palm Coast location.
- (c) Before March 31<sup>st</sup> of each year of this Agreement, Ground Up, Inc. agrees to provide the City with an annual report of grant related activities including but not limited to the following:
  - a. Current employee count
  - b. Anticipated change in employment for current year
  - c. Grant related activities and expenses completed in the past year
  - d. Grant related activities planned for the current year
- (d) Ground Up, Inc. agrees to expend all grant funds provided annually per Section 5 of this agreement.

**SECTION 4. COMMITMENTS BY CITY.**

Annually after a satisfactory grant compliance review by the City Manager or designee, and for a period not to exceed five (5) consecutive years, the City shall provide a grant equal to 75% of the City portion of ad-valorem property taxes paid by Ground Up, Inc. the previous year.

**SECTION 5. ALLOWABLE USES OF GRANT FUNDS.**

To ensure recapture of grant funds, the following expenses are allowed:

- a. Facility reinvestment which increases the taxable value
- b. Host at least one regionally advertised car show
- c. Support Flagler County Schools
  - i. Sponsor STEM programs
  - ii. Invest in Career & Technical Education (CTE) programs
- d. Support and promote traffic safety programs
- e. Sponsor or participate in a City event

**SECTION 6. COMPLIANCE WITH LAWS.** Ground Up, Inc. shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority regarding the location and continued operation of its business within the City of Palm Coast.

**SECTION 7. WORK IS A PRIVATE UNDERTAKING.**

Regarding Ground Up, Inc.'s business operations and compliance with applicable laws, ordinances, rules, and regulations, it is specifically understood and agreed upon by and between the parties hereto, that the contractual relationship between the City and Ground Up, Inc. is such that Ground Up, Inc. is an independent contractor and not an agent of the City. Ground Up, Inc. and its contractors, partners, agents, and employees are independent contractors and not employees of the City. Nothing in this Agreement shall be interpreted to establish any relationship, other than that of independent contractor, between the City, and Ground Up, Inc., and its contractors, partners, employees, or agents, under this Agreement.

**SECTION 8. COMPLIANCE MONITORING.**

Ground Up, Inc. shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority regarding location and continued operation of its business within the City of Palm Coast.

**SECTION 9. AUDIT AND INSPECTION; JOB COMPLIANCE CHECK.**

Ground Up, Inc. agrees that any records with respect to Ground Up, Inc.'s obligations to the City under this Agreement shall be made available to the City, at any time during normal business hours upon seventy-two (72) hours written notice to Ground Up, Inc., no more than once every calendar year, to audit, examine, and make excerpt or transcripts of all data relevant to confirming Ground Up, Inc.'s compliance with the Agreement. Any audit shall be conducted to Government Auditing Standards, or Generally Acceptable Auditing Standards, as applicable at the time of the audit. Notwithstanding the foregoing, (1) Ground Up, Inc. shall not be required to make available any documents or information that (i) are attorney/client privileged, (ii) constitute a trade secret under the Uniform Trade Secret Act or Florida's Public Records Laws, and (iii) which are determined exempt from disclosure under Florida's Public Records Laws; and (2) with respect to any information regarding the amount of employee wages for specific jobs, the City shall (a) treat such information as confidential if exempt under Florida's Public Records Laws, (b) not release such information to a third party if exempt under Florida's Public Records Laws, (c) not take any notes with respect to the information reviewed, and (d) not make any copies of any of the information reviewed. Any deficiencies noted in audit reports prepared by the City must be fully cleared by Ground Up, Inc. within thirty (30) days after notice of said deficiencies is received by

Ground Up, Inc. The City shall also conduct a written annual compliance check of the number of employees employed by Ground Up, Inc. on each March of this Agreement. Subject to restrictions set forth in this Paragraph, Ground Up, Inc. shall fully cooperate with the City by providing access to appropriate payroll documentation to verify the total number of employees and whether such employees are part-time or full-time. Failure of Ground Up, Inc. to reasonably comply with the above audit requirements will constitute a material breach of this Agreement, and may result, at the sole discretion of the City, in the withholding of future grant disbursements and termination of this Agreement. Notwithstanding the foregoing, the Parties agree to submit any dispute under this Paragraph to nonbinding mediation before the City's exercise of its rights hereunder for alleged violation by Ground Up, Inc.

**SECTION 10. PROMOTION OF ECONOMIC INCENTIVES.**

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

**SECTION 11. SEVRABILITY.**

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

**SECTION 12. INTEGRATION; MODIFICATION; EXHIBITS.**

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



and provisions of this Agreement, the provisions of this Agreement shall prevail over the exhibit.

**SECTION 13. ATTORNEY'S FEES.**

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

**SECTION 14. HEADINGS.**

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

**SECTION 15. WAIVER.**

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

**SECTION 16. NOTICES.**

All notices required or permitted under this Agreement and any written consents or approvals required hereunder shall be in writing. (including electronic communication) and shall be (as elected by the person giving such notice) hand-delivered by messenger or overnight courier service, electronic communication, or mailed by registered or certified mail (postage pre-paid), returned receipt requested, and addresses to each party at their respective addresses as set forth below or to such other addresses any party may designate by notice complying with the terms of this Paragraph.

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

With copy to:  
Anthony A. Garganese, Esquire  
Garganese, Weiss & D'Agresta, PA  
PO Box 2873  
Orlando, FL 32802-2873

With copy to:  
Kenneth Santoro  
Ground Up, Inc.  
2 Commerce Drive  
Palm Coast, FL 32164

Such notice, request, or other communication shall be considered given and deemed delivered: (a) on the date delivered if by personal delivery or courier service; (b) on the date of transmission with confirmed answer back if by electronic communication if transmitted prior to 5:00 pm on a business day, and on the next business day if transmitted after 5:00 pm or on a non-business day, provided that a copy of the notice is provided within two (2) business days thereafter by one of the other methods permitted in this Paragraph: or (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

**SECTION 17. TERM; TERMINATION; TERMINATION OF PARTIES.**

(a) Unless sooner terminated by the City or Ground Up, Inc. under this Agreement or terminated by mutual consent, the Agreement shall terminate on March 31, 2026. The City may terminate the Agreement, without penalty and further obligation to perform under this Agreement, in the event of a material breach of any provision of this Agreement by Ground Up, Inc., which shall include, but not be limited to, failing to fulfill any of its obligations under Section 3. The City may also terminate this Agreement if: (i) Ground Up, Inc. is declared bankrupt or insolvent; (ii) Ground Up, Inc. adopts a plan or resolution of liquidation of Ground Up, Inc. or substantially sells all assets; (iii) Ground Up, Inc. engages in fraud or misleading compliance reporting against the City; or (iv) a receiver or trustee is appointed on behalf of Ground Up, Inc. for purposes of taking control of substantially all of Ground Up, Inc.'s assets within the City of Palm Coast, Florida or the said assets are judicially seized for any reasons, and possession of said assets are not released to Ground Up, Inc. within ninety (90) days. Upon termination by the City, the City shall be entitled to recover a refund of any grant monies paid by the City pursuant to Section 4, including the recovery of reasonable attorney's fees and costs incurred in collecting said monies through

all appellate proceedings. Ground Up, Inc may terminate the Agreement in the event of a material breach of any provision of this Agreement by the City which shall include, but not be limited to, failing to fulfill any of its legal obligations under Section 4. Prior to exercising its right terminate this Agreement, the terminating party shall provide the other party with written notice of termination setting forth the reason for termination (“Default”) and at least a thirty (30) day opportunity to cure the Default. In the event of terminations under this Paragraph by Ground Up, Inc., Ground Up Inc. shall have all remedies available at law, including, without limitation, the right to sue for damages. However, any damages claimed or awarded to Ground Up, Inc. under this Agreement shall not exceed the total monetary value of the grant required to be paid by the City pursuant to Section 4 of this agreement.

**SECTION 18. INDEMNIFICATION AND HOLD HARMLESS.**

- (a) Ground Up, Inc. assumes any and all risk of personal injury and property damage to the extent attributable to the intentional and negligent acts or omissions of Ground Up, Inc. and its officers, employees, servant, and agent thereof while acting within the scope of their employment with Ground Up, Inc. and performing Ground Up, Inc.’s requirements and obligations under the terms and conditions set forth in this Agreement. The City assumes any and all risks of personal injury of property damage to the extent attributable to the intentional and negligent acts or omissions of the City. and it’s officers and employees thereof while acting within the scope of their employment with the City. and performing the City’s requirements and obligations under the terms and conditions set forth in this Agreement. Subject to the terms and conditions of this Agreement, Ground Up, Inc. and the City further agree that nothing contained herein shall be construed or interpreted as (1) denying either party any remedy or defense available to such party under the laws of the State of Florida; or (2) a waiver of sovereign immunity of the City beyond the waiver provided in Section 768.28, Florida Statutes. The limits of liability on the City set forth in Section 768.28, Florida Statutes are hereby fully incorporated herein by this reference. This paragraph shall survive termination of this Agreement.



(b) The obligations arising under this Section 18.0 shall survive the expiration or termination of this Agreement, as to claims or causes of actions, liabilities, expenses, losses, costs, reasonable attorney's fees, damages, fines and penalties for every kind and character or incurred or suffered by the City as a result thereof, based upon an event arising prior to the date of termination of this Agreement.

**SECTION 19. ASSIGNMENT**

This Agreement and the Grant provided hereunder shall not be assigned by Ground Up, Inc. without prior written consent of the City.

**SECTION 20. NO CITY OBLIGATION FOR FUTURE FUNDS.**

No provisions in this Agreement shall be constructed as requiring the City to provide additional grants of any kind, other than specifically provided herein.

**SECTION 21. CONFLICT OF INTEREST.**

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

**SECTION 22. REPRESENTATIONS OF GROUND UP, INC.**

Ground Up, Inc. represents to the City that (i) Ground Up, Inc. is an entity organized in the State of Connecticut and duly authorized to conduct business in Florida; (ii) Ground Up, Inc. has the authority to enter into the Agreement and perform the requirements of this Agreement; (iii) to Ground Up, Inc.'s best knowledge, Ground Up, Inc.'s performance under this Agreement shall not violate any applicable judgement, order, law or regulations; (iv) to Ground Up, Inc.'s best knowledge, Ground Up, Inc.'s performance under this Agreement shall not result in the creation of any claims against the City for money or performance, or any lien, charge, encumbrance or security interest upon any asset of the City; (v) Ground Up, Inc. shall have sufficient capital to perform its obligations under this Agreement; and

(vi) Ground Up, Inc. does not require any third party consent to execute, deliver and perform its obligations under this Agreement unless otherwise stated in this Agreement.

**SECTION 23. GROUND UP, INC.’S CONTINUING DISCLOSURE REQUIREMENT.**

Ground Up, Inc. must promptly notify the City of any developments that materially and adversely impacts this Agreement and Ground Up, Inc.’s obligations stated herein including but not limited to, compliance with all applicable laws, rules, and regulations pertaining to clean air permits, initiation of any law suits or bankruptcy proceedings, sale or conveyance of real property, labor, disputes, and changes in business operations.

**SECTION 24. NO DELEGATION OF POLICE POWER.**

Ground Up, Inc. shall not pledge the credit of the City nor make the City a guarantor of payment of surety for any contract, debt, or obligation, judgment, lien or any indebtedness. The Parties agree this Agreement does not nor shall it be construed as delegation of any of the City’s authority or police powers to Ground Up, Inc.

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

*ATTEST:*

***CITY OF PALM COAST,***

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

\_\_\_\_\_  
BY: David Alfin, Mayor

*APPROVED AS TO FORM AND LEGALITY:*

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

*WITNESSES:*

***GROUND UP, INC.***

\_\_\_\_\_  
Print name:

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

\_\_\_\_\_  
Print name:

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

# City of Palm Coast, Florida Agenda Item

Agenda Date: 10/12/2021

<b>Department</b>	PLANNING	<b>Amount</b>	
<b>Item Key</b>	12137	<b>Account</b>	
		<b>#</b>	
<b>Subject</b>	RESOLUTION 2021-XX SEMINOLE PALMS IMPACT FEE PREPAYMENT, CITATION BOULEVARD EXTENSION AND LAND EXCHANGE AGREEMENT		
<b>Presenter:</b>	Jason DeLorenzo		
<b>Background:</b>	<p>This Impact Fee Prepayment, Citation Boulevard Extension and Land Exchange Agreement is a legislative item.</p> <p>On September 7, 2021 City Council provided authorization to join a rezoning application to Master Planned Development and Future Land Use Amendment for a project known as Seminole Palms. Located on Seminole Woods Boulevard, adjacent to the Iroquois Waterway just south of the Flagler County Airport, the project encompasses five parcels (two owned by the City) totaling approximately 240 acres.</p> <p>As presented to City Council on September 7, 2021, the extension of Citation Boulevard, connecting Belle Terre to Seminole Woods has a significant positive public impact on fire service, utilities and traffic. As presented to City Council last year, a need for two fire stations south of SR100 are identified in the 2020-2029 Palm Coast Fire Department Station Location Study; one on Belle Terre Boulevard and another on Seminole Woods Boulevard. The study did not contemplate Citation connecting the two north / south arterials. When the opportunity to extend Citation was presented to the Fire Department, they determined they would be able to serve both southern areas of the City with one station located on Seminole Woods. The property required for the station is already in inventory. The reduction of one fire station has a significant long-term financial benefit to the citizens of Palm Coast.</p> <p>The attached Seminole Palms Impact Fee Prepayment, Citation Blvd. Extension and Land Exchange Agreement (Agreement) between Kolter Group Acquisitions LLC and the City of Palm Coast provides the instrument to complete land exchanges, rights-of-way acquisition, stormwater capacity improvements, and other arrangements to facilitate the extension of Citation Blvd. from Belle Terre Boulevard to Seminole Woods Boulevard.</p> <p>The following are main components and conditions of the Agreement:</p> <p><b><u>Land Exchange Conditions</u></b></p> <ul style="list-style-type: none"> <li>• Appraisals</li> <li>• Closing Date – 30 days after City approval of construction plans for Citation Blvd. Extension but in no event before approval of preliminary plat for Seminole Palms</li> <li>• Closing costs to be borne by each party – developer on land to be conveyed to City, and City on land to be conveyed to developer.</li> </ul>		



## **Specific Conditions**

- Utility – Developer responsible for installation of utilities caused by developing Seminole Palms. Any “upsizing” requested by City shall be City or utility provider’s responsibility. Separate Utility Agreements
- Transportation
  - Developer to convey land for Citation Extension
  - Roadway to consider pedestrian and transit
  - The Developer shall be responsible for the costs of the Seminole Woods Boulevard Improvements to the extent those improvements would be required for the development of Seminole Palms under the ULDC. Same condition for City.
  - Impact Fees will pay for road
  - Developer will pre-pay impact fees by assuming costs of design, engineering, and permitting, and construction up to an amount that is equal to one hundred percent (100%) of the Transportation Impact Fees. No additional fees will be due from developer.
  - All costs required for the Citation Extension that exceed the Transportation Impact Fees shall be the responsibility of the City.
  - Road design will be submitted at same time as design for Phase I of Seminole Palms.
  - City will seek competitive bid for construction of roadway.
  - Within ninety (90) days of the final approval of the preliminary plat for the first phase of SEMINOLE PALMS, the Developer shall prepay fifty percent (50%) of the balance of the Transportation Impact Fees that will be due for all phases of SEMINOLE PALMS after deducting any amounts already expended by the Developer for the design, engineering and permitting of the Citation Extension. The Developer shall provide all invoices and proof of payment for the design, engineering and permitting of the Citation Extension to support the deduction from the Transportation Impact Fees.
  - The remaining balance of the Transportation Impact Fees shall be paid to the City within thirty (30) days of the installation of the road base for the Citation Extension.
  - Transportation Impact Fees prepaid by the Developer shall be earmarked to be used solely for construction of the Citation Extension. The City will use the Transportation Impact Fees and additional City funds to pay for the Citation Extension.
- **Stormwater, Floodplain Compensation and Canal Improvements**
  - Developer shall be permitted to connect the floodplain compensation ponds to the canal (Iroquois Waterway)
  - If opportunity for additional floodplain compensation storage and the need to import additional fill dirt for the SEMINOLE PALMS project or the Citation Extension project then the Developer will, where possible, upsize the proposed ponds that will be connected to the canal to increase the flood storage capacity for the City
  - The Developer shall provide the City an easement or easements for access to the canal, at a location mutually agreed to by the City and the Developer, for maintenance purposes only.

- **Impact Fee Credits**

- Water and sewer utility impact fee or cost in aid of construction credits for the water, reuse and sewer utility improvements installed as part of the Citation Extension.
- Water and sewer utility impact fee or cost in aid of construction credits for any upgrades or upsizing to the water, reuse and sewer utilities to allow the system to service more than the capacity required for the SEMINOLE PALMS project.
- Before the developer can move forward with the Seminole Palms project and the design of the Citation Extension, it must confirm that the flood elevation on the property is 24.7 feet or lower.
- Duration of Agreement – 10 years from effective date, may be extended mutually

Approval of this resolution will allow the City and Kolter Group Acquisitions LLC to move forward and complete all the necessary work to extend Citation Blvd.

**Recommended Action:** ADOPT RESOLUTION 2021-XX SEMINOLE PALMS IMPACT FEE PREPAYMENT, CITATION BOULDEVARD EXTENSION AND LAND EXCHANGE AGREEMENT

# Seminole Palms

## Impact Fee Prepayment, Citation Blvd. Extension and Land Exchange Agreement

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*Community Development Department*

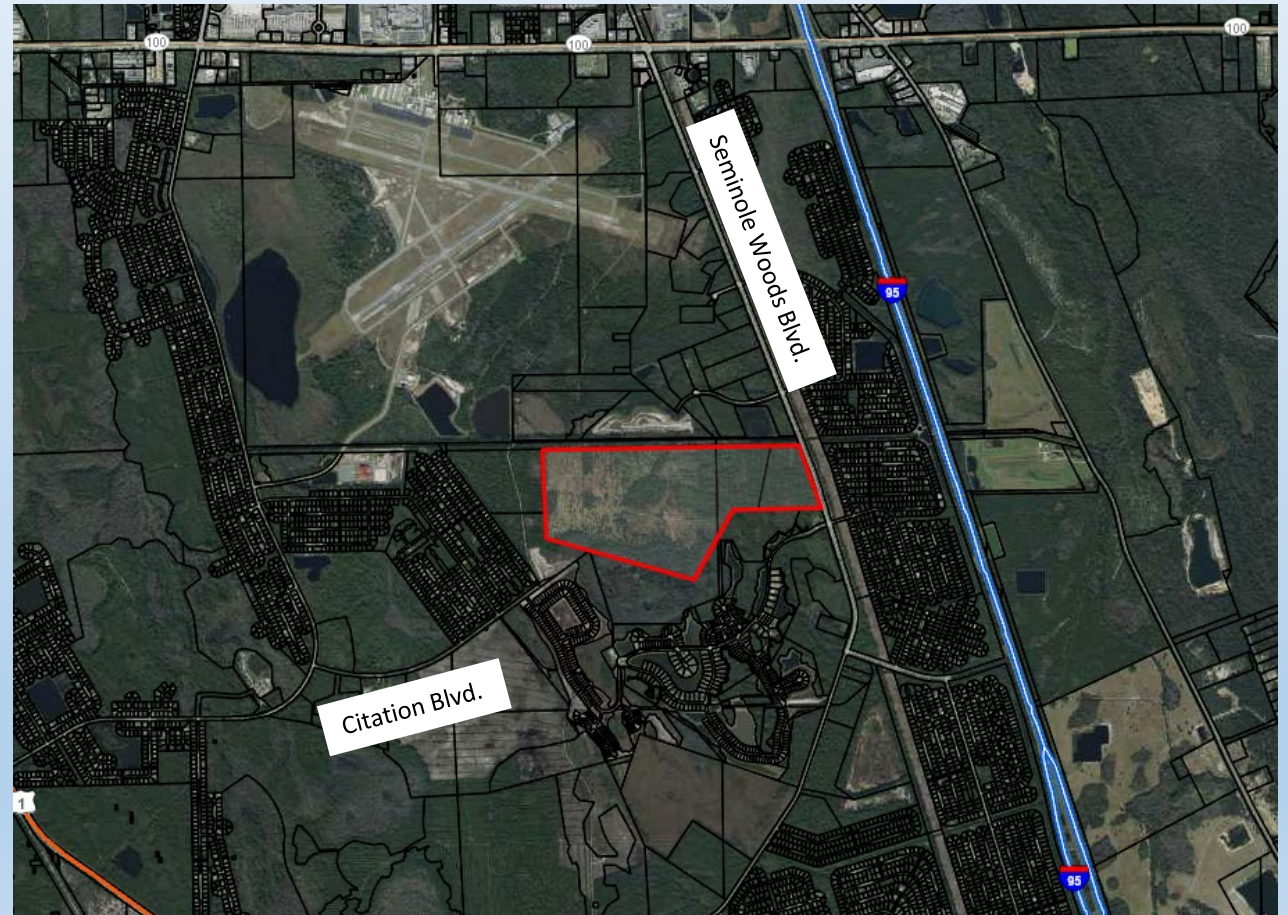






# Location and Opportunity

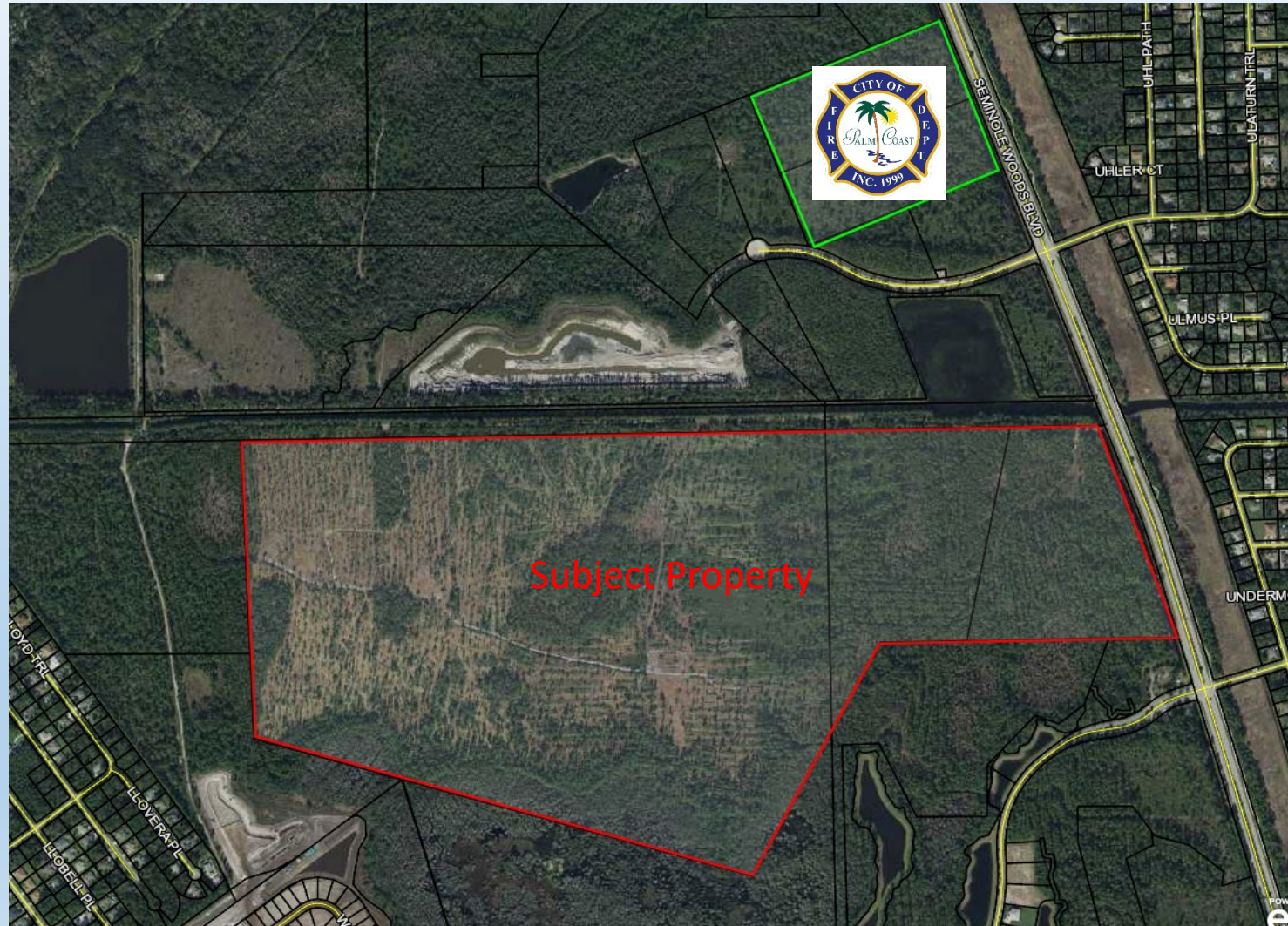
- March 2021 developer requested a meeting with staff to discuss a potential residential project at this location on Seminole Woods
- The initial proposal only had ingress/egress on Seminole Woods Blvd.
- After the initial meeting staff requested a second meeting to discuss a concept to extend Citation Blvd. through his property
- A connection from Belle Terre to Seminole Woods has significant public benefit







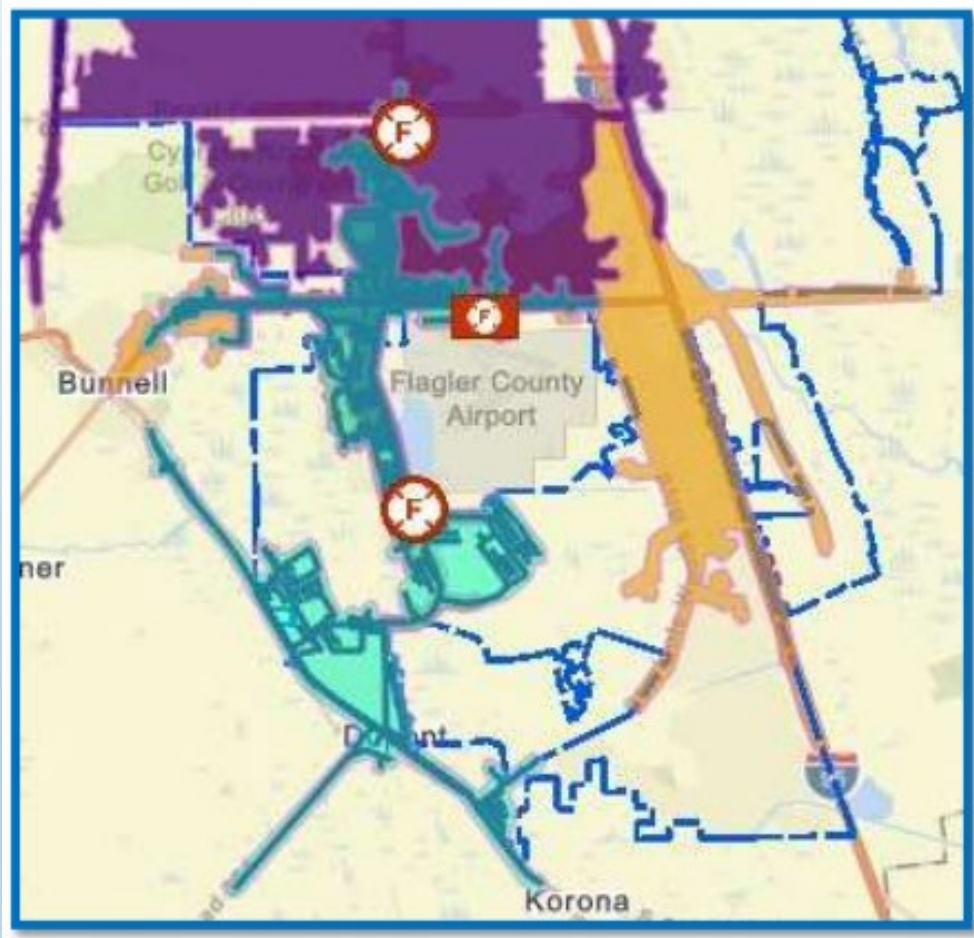
# Location and Opportunity



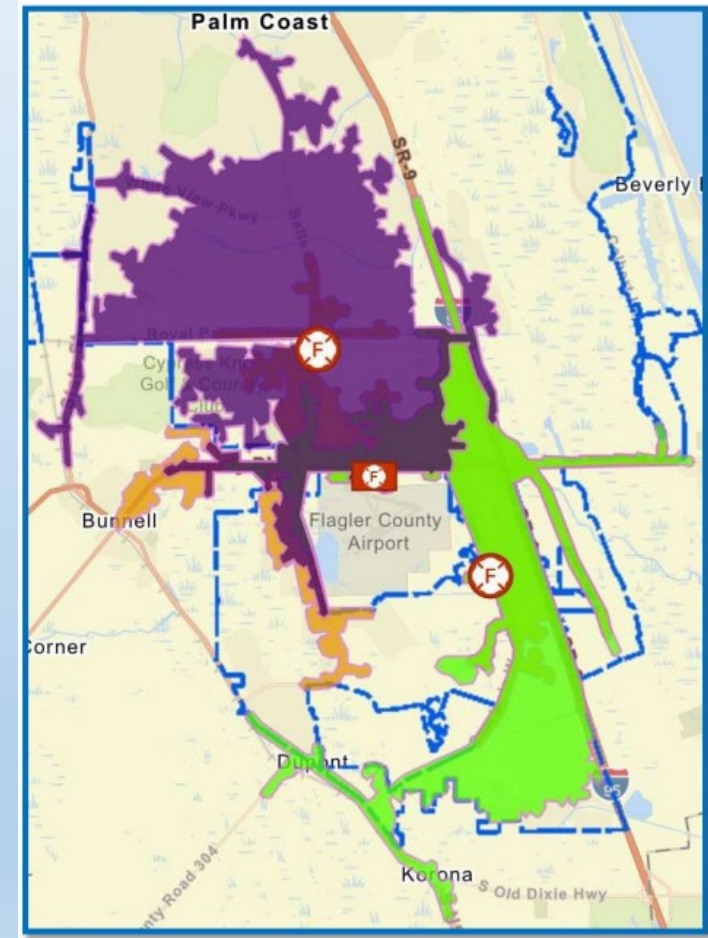




# 2020 Fire Station Location Study



Proposed Belle Terre Station

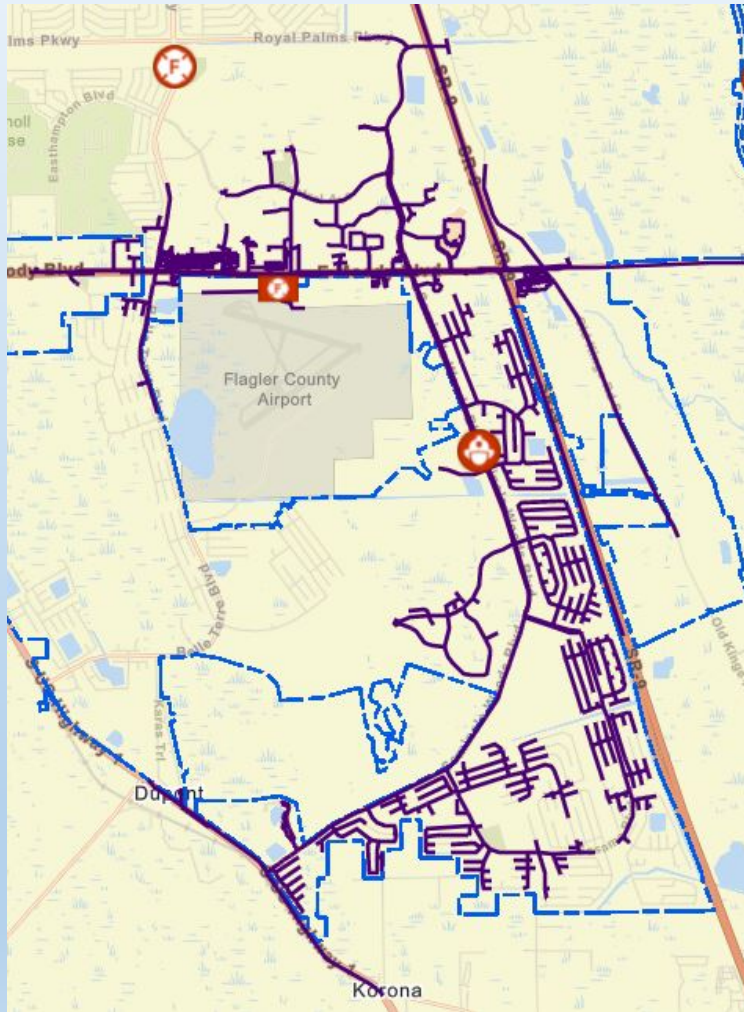


Proposed Seminole Woods Station





# 2020 Fire Station Location Study



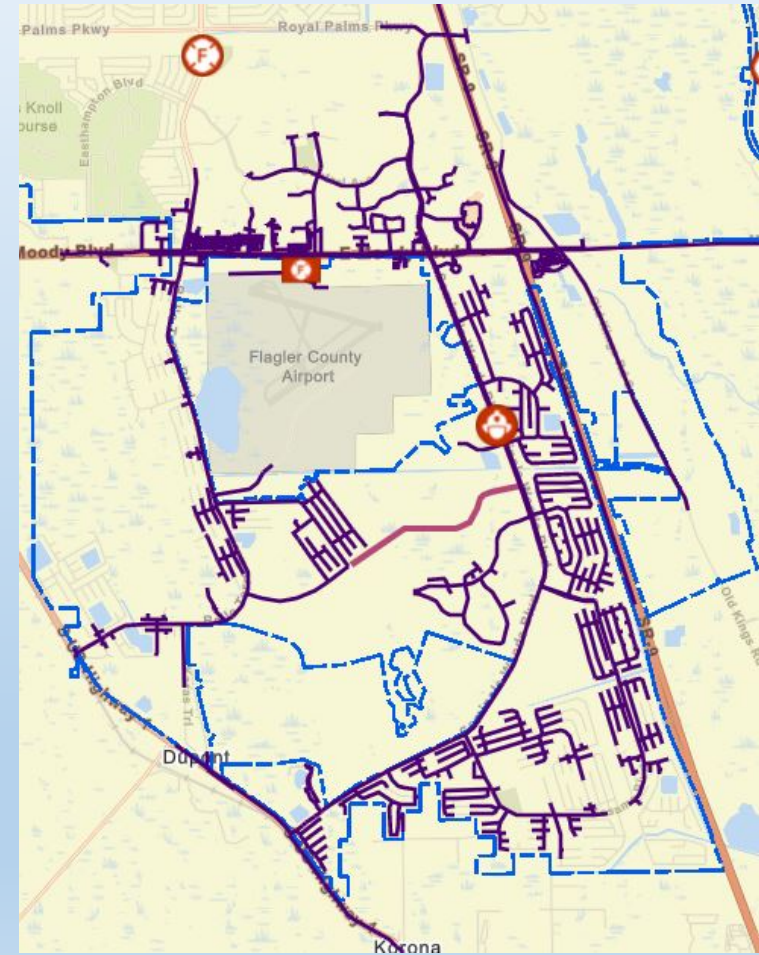
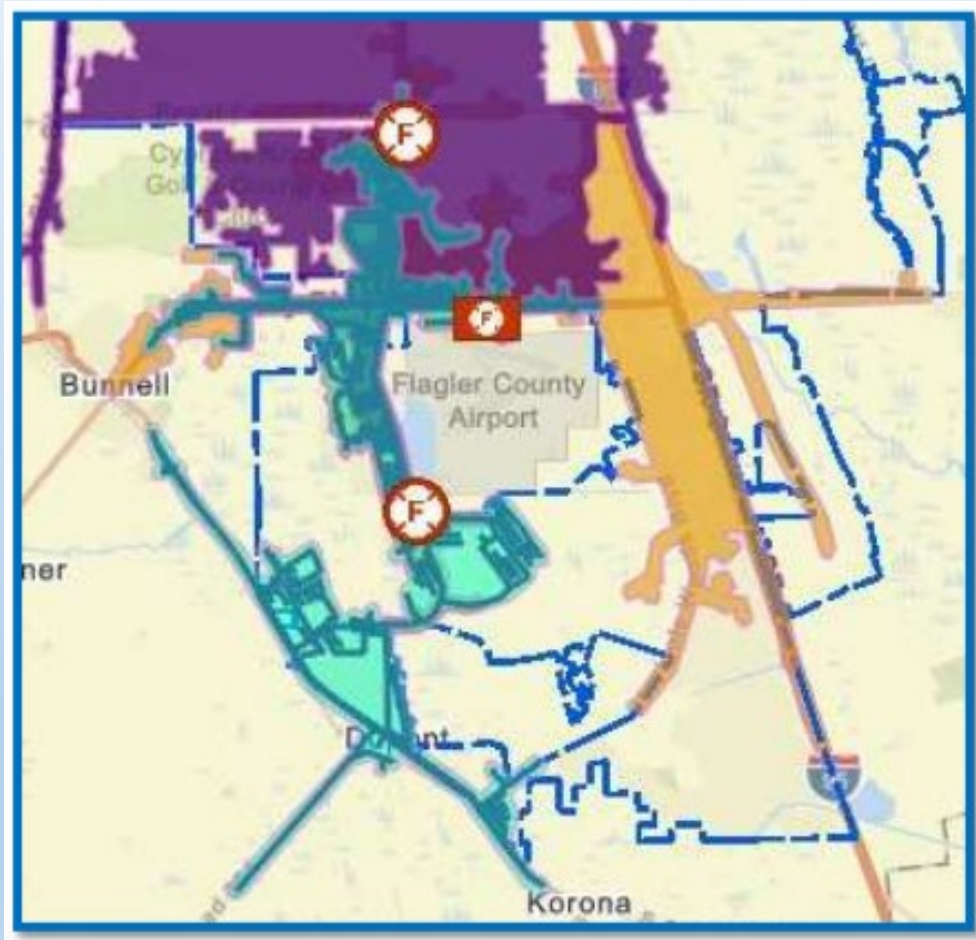
6:15 response area without Citation



6:15 response area with Citation



# 2020 Fire Station Location Study

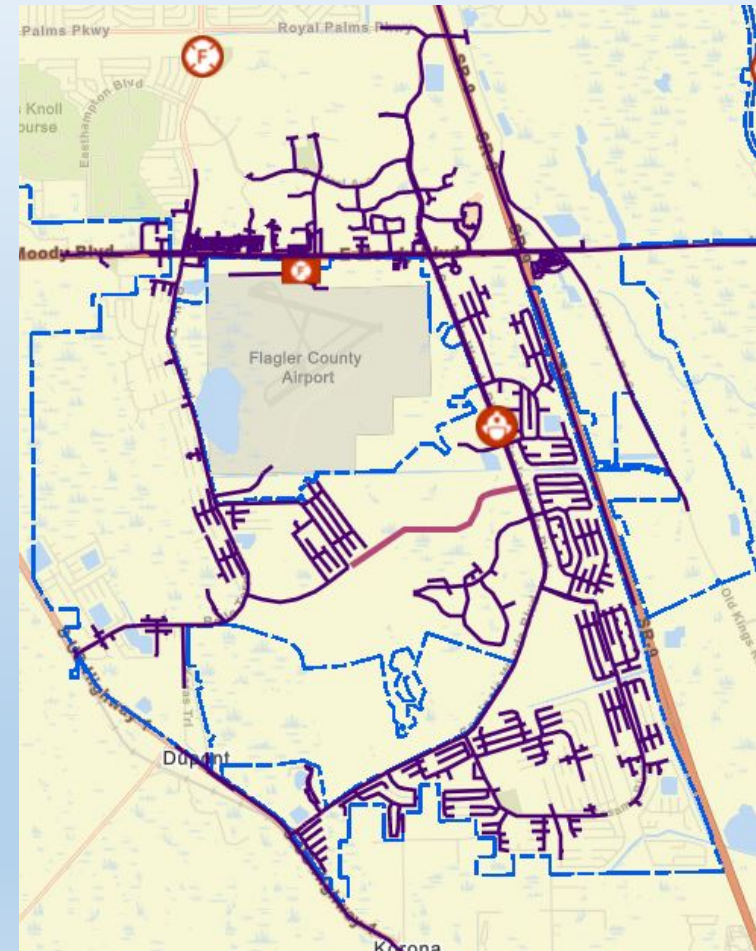






# Building Citation Extension

- Eliminates need for two stations south of SR100
- Saves capital associated with second station
- Eliminates lifetime operational costs associated with an additional station
- Creates an opportunity to loop utilities
- Has a positive traffic impact on SR100







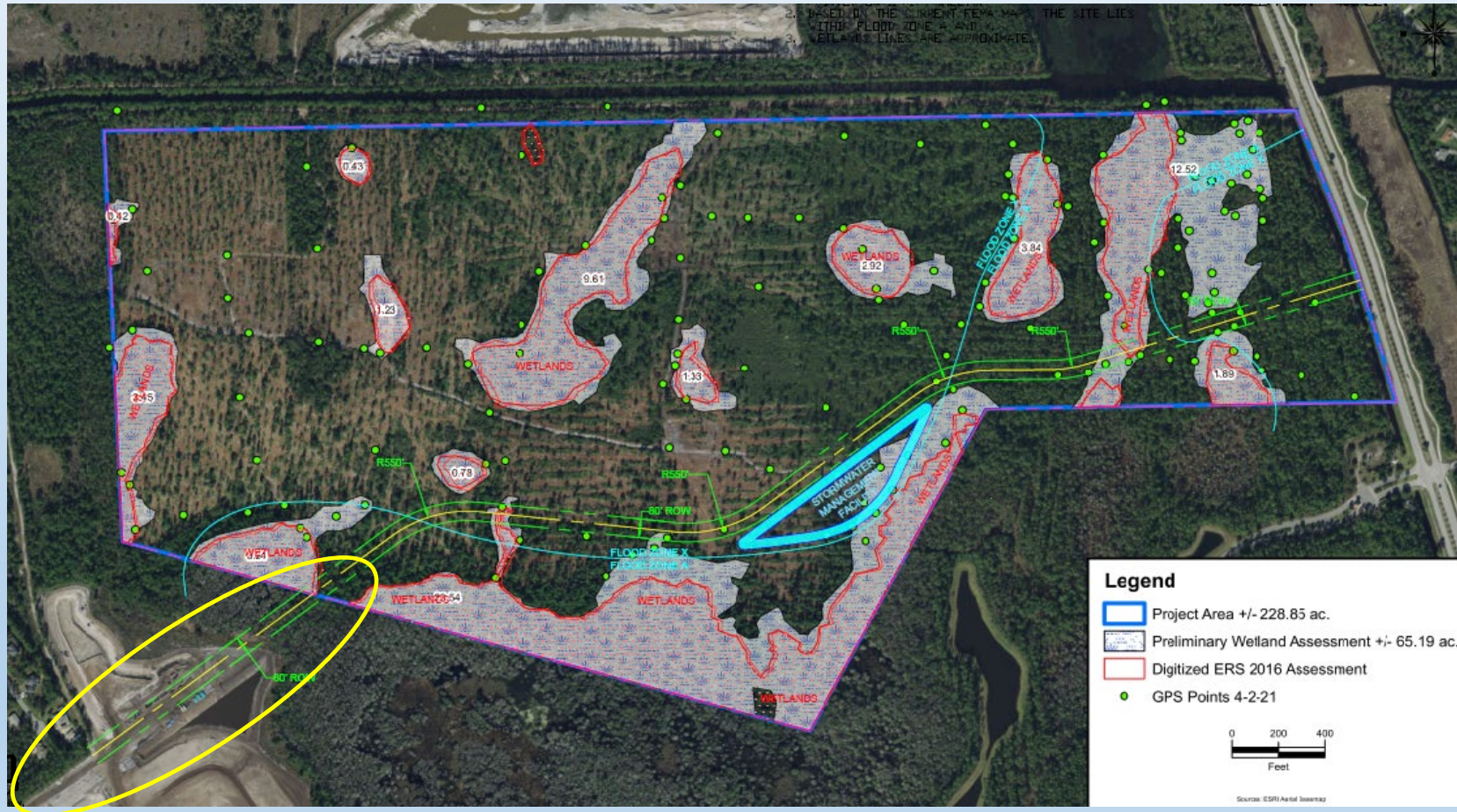
# Land Exchange







# Conceptual Road Layout



# Seminole Palms Impact Fee Prepayment and Land Exchange Agreement

## Land Exchange Conditions

- Appraisals
- Closing Date – 30 days after City approval of construction plans for Citation Blvd. Extension but in no event before approval of preliminary plat for Seminole Palms with closing costs to be borne by each party





# Seminole Palms Impact Fee Prepayment and Land Exchange Agreement

## Transportation

- Design and Construction of Citation Blvd.
  - Design submitted at time of Seminole Woods Phase 1 Plat
  - City will seek competitive bids on construction
  - Project paid with impact fees
  - Pre-payment of Impact Fees - Developer pre-pay impact fees by assuming costs of design, engineering, permitting, and construction up to 100% of impact fees due from developer for Seminole Palms project
  - Costs over 100% of impact fees from developer will be City's costs



# Seminole Palms Impact Fee Prepayment and Land Exchange Agreement

## Stormwater, Floodplain Compensation and Canal Improvements

- Developer shall be permitted to connect the floodplain compensation ponds to the canal (Iroquois Waterway)
- Where possible, upsize the ponds that are connected to the canal to increase the flood storage capacity for the City
- Developer to provide the City with easements for maintenance purposes



# Seminole Palms Impact Fee Prepayment and Land Exchange Agreement

## Impact Fee Credits

- Water and sewer utility impact fee or cost in aid of construction credits for the water, reuse and sewer utility improvements for upsizing of system

## Duration of Agreement

- 10 years from effective date, may be extended mutually
- Before the developer can move forward with the Seminole Palms project and the design of the Citation Extension, it must confirm that the flood elevation on the property is 24.7 feet or lower.





# Next Steps

- City Council October 19, 2021 Business Meeting - Land Exchange Agreement, Future Land Use Map (FLUM) Amendment and Master Planned Development (MPD) Rezoning
- City Council November 2, 2021 Business Meeting – 2nd Reading for FLUM Amendment and MPD Rezoning
- If FLUM and MPD rezoning approved, Land Exchange Agreement will be implemented, final plat/Site Plan will come back to City Council for approval



Questions?



**RESOLUTION 2021-\_\_\_\_\_**  
**IMPACT FEE PREPAYMENT, CITATION BOULEVARD EXTENSION AND**  
**LAND EXCHANGE AGREEMENT**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AND AUTHORIZING FOR EXECUTION THE SEMINOLE PALMS IMPACT FEE PREPAYMENT, CITATION BLVD. EXTENSION AND LAND EXCHANGE AGREEMENT FOR CITY PROPERTY LOCATED AT IROQUOIS WATERWAY WEST OF SEMINOLE WOODS BLVD PARCEL ID NUMBERS 21-12-31-0000-01010-0020 AND 20-12-31-0650-000B0-0011 AND M.L. CARTER SERVICES, INC. PROPERTY PARCEL ID NUMBERS 21-12-31-0000-01020-0000, 20-12-31-0650-00A0-0010 AND 21-12-31-0000-01020-0001; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTATION AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, KOLTER GROUPD ACQUISITIONS, LLC, a Florida limited liability company, (“Developer”) is under contract to acquire a 228.58± acre tract of land located in Flagler County, Florida from M.L. CARTER SERVICES, INC., a Florida corporation, as trustee of the Carter-Flagler Seminole Woods Land Trust specifically parcel ID numbers 21-12-31-0000-01020-0000, 20-12-31-0650-00A0-0010 and 21-12-31-0000-01020-0001 (“Kolter Property”);

**WHEREAS**, The City is the owner of a tract of land approximately 11.6± acres in size located in Flagler County, Florida specifically parcel ID numbers 21-12-31-0000-01010-0020 and 20-12-31-0650-000B0-0011 (the “City Property”);

**WHEREAS**, The Developer plans to develop a residential project known as SEMINOLE PALMS (“SEMINOLE PALMS” or the “Project”) on both the Kolter Property and the City Property;

**WHEREAS**, The Developer has agreed to convey lands for right of way, stormwater ponds and floodplain compensation needed to construct the Citation Extension on the Kolter Property;



**WHEREAS**, To accommodate the loss of developable acreage caused by the Developer's conveyance to the City for the Citation Extension and the benefits it will bring to the City, the City has agreed to convey the City Property to the Developer to be incorporated into the SEMINOLE PALMS project;

**WHEREAS**, Developer has agreed to prepay the impact fees owed by the Project prior to the statutory required payment date to be used for the Citation Extension;

**WHEREAS**, the City Council has determined it is in the best interest of the health, safety and welfare of the public that the City enter into the Seminole Palms Impact Fee Prepayment, Citation Boulevard Extension and Land Exchange Agreement;

**WHEREAS**, Section 29-36 of the Code of Ordinance allows the City to establish a new benefit districts for an area within the City where a development agrees to fund and construct significant capital transportation improvements; and

**WHEREAS**, the City and the Developer would like to fund the Citation Boulevard extension improvements with pre-paid transportation impact fee revenue generated by the project.

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

**SECTION 1. AUTHORIZATION.** The City is hereby authorized to enter into and execute the Seminole Palms Impact fee Prepayment, Citation Boulevard Extension and Land Exchange Agreement attached hereto as Attachment "A".

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

**SECTION 3. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action authorized in this Resolution.

**SECTION 4. 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 \_\_\_\_ day of \_\_\_\_\_ 2021.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
David Alfin, Mayor

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

Approved as to form and legality

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

## **ATTACHMENT A**

### **SEMINOLE PALMS IMPACT FEE PREPAYMENT, CITATION BOULEVARD EXTENSION AND LAND EXCHANGE AGREEMENT**

THIS **IMPACT FEE PREPAYMENT, CITATION BOULEVARD EXTENSION AND LAND EXCHANGE** Agreement (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021 by and between **Kolter Group Acquisitions LLC**, a Florida limited liability company, having an address at 105 NE 1st ST, Delray Beach, Florida 33444 ("Developer") and the **City of Palm Coast**, a Florida municipal corporation, having an address at 160 Lake Avenue, Palm Coast, Florida 32164 (the "City").

#### **RECITALS**

- A. The Developer is under contract to acquire a 228.58± acre tract of land located in Flagler County, Florida from M.L. CARTER SERVICES, INC., a Florida corporation, as trustee of the Carter-Flagler Seminole Woods Land Trust and more particularly described in the attached **EXHIBIT "A"** ("**Kolter Property**");
- B. The City is the owner of a tract of land approximately 11.6± acres in size located in Flagler County, Florida and more particularly described in the attached **EXHIBIT "B"** (the "City Property").
- C. The Developer plans to develop a residential project known as SEMINOLE PALMS ("SEMINOLE PALMS" or the "Project") on both the Kolter Property and the City Property as generally depicted in the preliminary conceptual



plan attached as **EXHIBIT “C”** (the “Concept Plan”). The Kolter Property and the City Property are collectively referred to herein as the “Project Area”.

- D. The Developer will not develop the Project as depicted in the Concept Plan without construction of an extension of Citation Boulevard from Seminole Woods Boulevard as depicted on the Concept Plan (the “Citation Extension”).
- E. The Developer has agreed to convey lands for right of way, stormwater ponds and floodplain compensation needed to construct the Citation Extension on the Kolter Property as generally depicted on the attached **EXHIBIT “D”** (the “Developer Exchange Property”).
- F. To accommodate the loss of developable acreage caused by the Developer’s conveyance to the City for the Citation Extension and the benefits it will bring to the City, the City has agreed to convey the City Property to the Developer to be incorporated into the SEMINOLE PALMS project.
- G. In order to move forward with the SEMINOLE PALMS project, the Future Land Use Map designation under the City’s Comprehensive Plan will need to be amended to the Residential future land use designation for portions of the Project Area (the “FLUM Amendment”).
- H. In order to move forward with the SEMINOLE PALMS project, the zoning map designation for the Project Area will need to be amended to Master Planned Development to permit development consistent with the

Conceptual Plan and a Master Planned Development Agreement (the “Rezoning”).

- I. In order to move forward with the SEMINOLE PALMS project, the Developer will need to obtain a Letter of Map Amendment from the Federal Emergency Management Agency to confirm that the maximum elevation of the floodplain within the Project Area is 24.7 feet or lower (the “Maximum Flood Elevation”).
- J. Whenever an action or approval of the City is referred to herein, except for actions relating to the City Council, the action or approval shall be taken by the City Manager, or designee.
- K. Whenever an action, right or eligibility of the Developer is referred to herein, the action may be taken by, or the right or eligibility may belong to a community development district that the Developer plans to establish for SEMINOLE PALMS (the "CDD"), but the Developer shall have primary responsibility for all actions that are the obligation of the Developer. Establishment of a CDD does not relieve the Developer of its obligations required herein. Establishment of the CDD is contingent on City approval.
- L. All covenants and conditions set forth herein are agreed to by the Developer and represent covenants which touch and concern SEMINOLE PALMS and run with the land and are thereby binding upon the transferees, successors and assigns of the Developer.
- M. The City is using all Developer impact fees consistent with the Florida Statutes 163.31801 and Section 29-36 of the Code of Ordinances.

- N. The City finds that the Citation Extension is an important capital project with many benefits to the City, as it is providing capacity improvement between Belle Terre Blvd and Seminole Woods Blvd.
- O. Through the use of Developer's pre-paid impact fees, the City is able to construct the Citation Extension years sooner than anticipated.
- P. The Citation Extension will significantly decrease the response time for fire and other emergency response, and it will eliminate the need to construct two separate fire stations to serve the areas along Seminole Woods Boulevard and U.S. 1, resulting in significant cost savings to the City.
- Q. With construction costs rising, constructing Citation Extension now with Developer's pre-paid impact fees rather than later when those fees are due under the statute and code saves the City construction costs.
- R. As an added benefit to the City, the Developer is conveying the Developer Exchange Property, which includes right of way, stormwater ponds and floodplain compensation. The Developer Exchange Property consists of 19.11 acres, and it is anticipated that the appraisals will establish that the value of the Developer Exchange Property exceeds that of the City Property, which consists of only 10.78 acres.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter stated and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties hereto agree as follows:



**PART I**  
**Recitals and Authorization**

- A. The above Recitals are hereby adopted and incorporated into this Agreement.
- B. The Developer's authorized agent is Eric Morrisette whose principal place of business is Kolter Group Acquisitions LLC, having an address at Kolter Land Tampa Office, 14025 Riveredge Dr., Suite 175, Tampa, FL 33637); telephone number 813-615-1244.

**PART II**  
**Land Exchange**

- A. **Valuation and Exchange of Lands.** The City shall convey the City Property to the Developer and the Developer shall convey the Developer Exchange Property after the execution of this Agreement but prior to the approval of the preliminary plat development order for the first phase of the Project. The preliminary plat for the first phase of the Project ("Phase 1 Submittal") shall include the design for the Citation Extension in its entirety from the current termination point to the west of the Kolter Property to Seminole Woods Boulevard, as shown on the map showing the Developer Exchange Property attached as **Exhibit "D"**. The parties acknowledge that the final boundaries of the Developer Exchange Property may be adjusted to conform to the final design of the Citation Extension. Developer will provide City a survey of the Citation Extension in its entirety before conveyance to the City. The final metes and bounds description of the Developer Exchange Property delivered by the Developer to the City

and approved by the City as part of the Phase 1 Submittal shall be the legal description of the Developer Exchange Property to be conveyed to the City. Construction of the Citation Extension shall not commence until the Developer conveys the property required for it to the City. The Developer shall convey the lands required for the Citation Extension by Special Warranty Deed and may take advantage of any tax benefits that may accrue from the conveyance of lands required for the Citation Extension. The City makes no representations regarding Developer's ability to obtain any tax benefits from the conveyance. The City will convey the City Property by quitclaim deed. Appraisals will be obtained to determine the value of the City Property and Developer Exchange Property. The City and the Developer shall mutually agree on the appraiser to perform the appraisals of the land exchange properties and will each be responsible for one-half (1/2) the costs of the appraisals. The parties agree to be bound by the values for the City Property and the Developer Exchange Property as determined by the appraiser.

B. **Conditions to Closing**. The obligation of each Party to consummate the Closing contemplated is subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part in writing by the Party benefited by the condition). If any of the following conditions are not satisfied, the Party benefited by such unsatisfied condition may terminate this Agreement by giving the other Party written notice.

- a. **Correctness of Representations and Warranties.** The representations and warranties of the Parties are true on and as of Closing with the same force and effect as if such representations and warranties had been first made on and as of Closing.
  - b. **Compliance by Parties.** The Parties shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Agreement to be performed, observed, and complied with by it prior to or as of Closing.
  - c. The complete execution of this Agreement and the approval of this Agreement by City at a public meeting, pursuant to § 166.045, Fla. Stat.
  - d. Satisfaction of all of the Developer Conditions, as defined in Part IV, Section E, below.
- C. **Warranties and Representations.** Developer makes the following warranties, representations and covenants to City with respect to the conveyance of the Developer Exchange Property, and City makes the following warranties, representations and covenants to Developer with respect to the conveyance of the City Property, which warranties, representations and covenants shall survive Closing.
- a. **Marketable Title.** Developer will have good and insurable title to the Developer Exchange Property on or before the Closing; and City has good and marketable title to the City Property, free and clear of all mortgages, liens, encumbrances, leases, tenancies, security

interests, covenants, conditions, restrictions, rights-of-way, easements, reservations, judgments, lis pendens and other matters affecting title.

- b. **Foreign Person or Entity.** Neither Party is a “foreign person” or “disregarded entity” as contemplated by Section 1445 of the Code. Neither Party nor any of its affiliates is a person or entity with whom U.S. persons or entities are restricted or prohibited from doing business under any laws, orders, statutes, regulations or other governmental action relating to terrorism or money laundering (including Executive Order No. 13224 effective September 24, 2001, and regulations of the Office of Foreign Asset Control of the Department of the Treasury) (“Blocked Persons”), and, to the best of each Party’s knowledge, neither it nor any of its affiliates engage in any dealings or transactions with any Blocked Person or is otherwise associated with a Blocked Person.
- D. **Covenants Pending Closing.** Following the execution of this Agreement and prior to Closing:
- a. **No Transfers.** Neither Party shall knowingly transfer, sell, assign or otherwise dispose of or pledge, mortgage, hypothecate or otherwise encumber, or lease or sublease all or any portion of their respective exchange property, or any interest during the pendency of this Agreement.



- b. **Insurance**. Each Party shall maintain hazard and liability insurance in amounts not less than the amount currently carried regarding their respective exchange property and all such policies shall be kept in full force and effect until Closing.

**E. Access, Investigations and Inspections.**

- a. Developer and Developer's authorized representatives are granted the free right and privilege, at Developer's sole expense, to enter upon the City Property at reasonable times during the Inspection Period to make such surveys and conduct such soils tests, hydrology tests, percolation tests, environmental tests and other engineering and environmental tests or investigations as Developer may desire. Developer indemnifies City against all liability, damage, claim, cost and expense resulting therefrom, or suffered or incurred by City because of any exercise of such right of entry by Developer and Developer's agents or consultants on Developer's behalf, including, without limitation, any damage to property, injury to or death of persons and any mechanic's or professional liens arising therefrom, except that Developer shall have no responsibility to City, and Developer and Developer's agents, employees, representatives, contractors, successors and assigns are released from liability, for any damages arising out of existing environmental conditions or subterranean structures or utilities that were known to City and not previously disclosed to Developer. City shall promptly deliver to

Developer any information (any surveys, plans, reports, test results, permits, tank registrations, listings of agricultural chemicals used or title insurance policies) City has within City's knowledge or control or of which City is aware regarding the condition of the City Property and/or any structures or utilities that may be present on the City Property.

- b. City and City's respective authorized representatives are granted the free right and privilege, at such Party's sole expense, to enter upon the Developer Exchange Property at reasonable times during the Inspection Period after reasonable prior notice to Developer to make such surveys and conduct such soils tests, hydrology tests, percolation tests, environmental tests and other engineering and environmental tests or investigations as City may desire. City indemnifies Developer against all liability, damage, claim, cost and expense resulting from exercising City's right, or suffered or incurred by Developer because of any exercise of such right of entry by City and City's agents or consultants on City's behalf, including without limitation, any damage to property, injury to or death of persons, and any mechanic's or professional liens arising therefrom, not to include incidental or consequential damages, such as lost profits. City and City's agents, employees, representatives, contractors, successors and assigns are released from liability, for any damages arising out of existing environmental conditions or

subterranean structures or utilities that were known to Developer and not previously disclosed to City. Developer shall promptly deliver to City any information (any surveys, plans, reports, test results, permits, tank registrations, listings of agricultural chemicals used or title insurance policies) Developer has within Developer's knowledge or control or of which Developer is aware regarding the condition of the Developer Exchange Property and/or any structures or utilities that may be present on the Developer Exchange Property.

- c. **Inspection Period.** The parties shall have until the date of Closing (herein the "Inspection Period") in which to conduct an investigation of the respective properties, including, by way of illustration and not in limitation: 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 the parties may deem necessary or relevant to the property. Should either party for any reason become dissatisfied or concerned with the result of any such investigation, search, inquiry or report as contemplated hereby, then either party may, prior to the expiration of the Inspection Period, terminate this Agreement by written notice thereof.

F. **Provisions Regarding Closing.**

- a. **Closing Date.** The transaction contemplated by this Agreement shall be closed (the “**Closing**”), and the exclusive possession of the respective properties, free of all occupants, shall be delivered to Developer and City at Closing. The Closing shall be the later of: thirty (30) days from the Effective Date of this Agreement; or within thirty (30) days of the date the City approves the construction plans for the Citation Extension submitted by the Developer with the Phase 1 Submittal.
- b. **Evidence of Title as to Property to be Conveyed to Developer by City.** Developer, at its option and expense and within thirty (30) days from the Effective Date, may obtain a title insurance commitment (the "Title Commitment") to issue an ALTA Owner's Title Insurance Policy from a title insurance company acceptable to Developer (the "Title Insurance Company"), if the Title Insurance Company will insure based on a quitclaim deed, in the amount equal to the appraisal of the City Property, naming Developer as the proposed insured, if Title Insurance Company will insure title based on a quitclaim deed. The Title Commitment shall show good, marketable and insurable fee simple title to the City Property to be vested in Developer, liens, encumbrances, exceptions and qualifications which will not interfere with or impair the City Property's use; exceptions permitted by the provisions of this



Agreement; and those exceptions which are capable of and are actually to be discharged by City at or before Closing (all other exceptions to title being deemed title defects for purposes of this Agreement). 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, Developer shall, within ten (10) days from the date it receives the Title Commitment, notify City in writing to that effect specifying the defects. City shall have twenty (20) days from the receipt of Developer's notice specifying the title defects to cure the defects and, if after said period City shall not have cured the defects, or if City 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 Developer's satisfaction, Developer shall have the option of (i) accepting the title "as is" or (ii) terminating the Agreement after which Developer and City shall each be released from all further obligations to each other respecting matters arising from this Agreement.

- c. **Evidence of Title as to Property to be Conveyed to City by Developer.** City, at its option and expense and within thirty (30) days from the Effective Date, may obtain a title insurance commitment (the "Title Commitment") to issue an ALTA Owner's

Title Insurance Policy from a title insurance company acceptable to City (the "Title Insurance Company") in the amount equal to the appraisal of the Developer Exchange Property, naming City as the proposed insured. The Title Commitment shall show good, marketable and insurable fee simple title to the Developer Exchange Property to be vested in City, liens, encumbrances, exceptions and qualifications which will not interfere with or impair the Property's use; exceptions permitted by the provisions of this Agreement; and those exceptions which are capable of and are actually to be discharged by Developer at or before Closing (all other exceptions to title being deemed title defects for purposes of this Agreement). 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, City shall, within ten (10) days from the date it receives the Title Commitment, notify Developer in writing to that effect specifying the defects. Developer shall have twenty (20) days from the receipt of City's notice specifying the title defects to cure the defects and, if after said period Developer shall not have cured the defects, or if Developer 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 City's satisfaction, City shall have the option of (i) accepting the title "as

is" or (ii) terminating the Agreement after which Developer and City shall each be released from all further obligations to each other respecting matters arising from this Agreement.

d. **Survey of Property to be Conveyed to Developer by City.**

Developer may, at its option and expense, obtain a survey of the City Property 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 2011. If the City Property Survey shows any encroachments onto the City Property and/or improvements located outside its boundaries or encroachments by improvements principally located on the City Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the City Exchange Property, or if it is apparent that the City Property violates existing title covenants and/or applicable zoning laws or ordinances, Developer shall notify City in writing to that effect specifying the defects. City shall have until thirty (30) days from receipt of Developer's notice specifying the City Property Survey defects in which to cure such defects. If after said period City shall not have cured the defects, or if City shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing,

Developer shall have the option of (i) accepting the condition of the City Property as disclosed in the City Property Survey in an "as is" condition, or (ii) terminating the Agreement, thereupon Developer and City shall each be released from all further liabilities and obligations to each other with respect to all matters arising from this Agreement.

e. **Survey of Property to be Conveyed to City by Developer.**

Developer will provide City a survey of the Developer Exchange Property 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 2011. If the Developer Exchange Survey shows any encroachments onto the Developer Exchange Property and/or improvements located outside its boundaries or encroachments by improvements principally located on the Developer Exchange Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the Developer Exchange Property, or if it is apparent that the Developer Exchange Property violates existing title covenants and/or applicable zoning laws or ordinances, City shall notify Developer in writing to that effect specifying the defects. Developer shall have until thirty (30) days



from receipt of City's notice specifying the Developer Exchange Survey defects in which to cure such defects. If after said period Developer shall not have cured the defects, or if Developer shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing, City shall have the option of (i) accepting the condition of the Developer Exchange Property as disclosed in the Developer Exchange Property Survey in an "as is" condition, or (ii) terminating the Agreement, thereupon Developer and City shall each be released from all further liabilities and obligations to each other with respect to all matters arising from this Agreement.

- f. **City's Closing Documents.** At Closing, City shall execute, acknowledge (where appropriate) and deliver to Developer the following, each dated as of Closing:
- i. A Quitclaim Deed conveying City Property to Developer.
  - ii. An owner's affidavit regarding liens, judgments, residence, tax liens, bankruptcies, and parties in possession, survey or materialmen's liens and other matters affecting title to City Property.
  - iii. A transferor's certification statement that City is not a "foreign person," "foreign partnership," "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.

- iv. Any appropriate required federal income tax reporting form.
  - v. Evidence of City's authority to consummate the Exchange in a form reasonably acceptable to Developer and the Title Company.
  - vi. Such other executed affidavits, documents, agreements or assignments as may reasonably be required by the Parties, the Title Company or Closing Agent.
- g. **Developer's Closing Documents.** At Closing, Developer shall execute, acknowledge (where appropriate) and deliver to City the following, each dated as of Closing:
- i. A Special Warranty Deed conveying the Developer's Exchange Property to City.
  - ii. An owner's affidavit regarding liens, judgments, residence, tax liens, bankruptcies, and parties in possession, survey or materialmen's liens and other matters affecting title to Developer Exchange Property.
  - iii. A transferor's certification statement that Developer is not a "foreign person," "foreign partnership," "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.
  - iv. Any appropriate required federal income tax reporting form.

- v. Evidence of Developer's authority to consummate the Exchange in a form reasonably acceptable to City and the Title Company.
- vi. Developer 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 "F."**
- vii. Such other executed affidavits, documents, agreements or assignments as may reasonably be required by the Parties, the Title Company or Closing Agent, including an affidavit attesting that there is no hazardous waste on the Developer Exchange Property.
- h. The parties shall accept title to the exchange properties subject to the matters contained in this Agreement, including the following:
  - i. Any taxes and assessments for the remainder of the year of closing and subsequent years;
  - ii. Laws, ordinances, zoning restrictions, prohibitions and regulations of competent government authorities;
  - iii. Covenants, declarations, easements and restrictions of record; and
  - iv. Facts that will be disclosed by a personal inspection.

- i. **Closing Costs.** Developer shall pay documentary stamp taxes and recording fees on the warranty deed to the City and its attorneys' fees. City shall pay documentary stamp taxes and recording fees on the quitclaim deed to Developer and its attorneys' fees. Any costs associated with corrective instruments related to the Developer Exchange Property shall be paid for by Developer. Any costs associated with corrective instruments related to the City Property shall be paid for by City.
- j. **Property and Transfer Taxes.** Developer shall be responsible for real estate and personal property taxes owing for the Developer Exchange Property tax years prior to the 20-- calendar year, if any, and for the portion of the 20-- calendar year during which Developer owned the Developer Exchange Property (*i.e.*, Developer shall be responsible for real estate and personal property taxes owing for the period beginning on January 1, 20-- and ending (but not including) on the date of Closing). The Closing Agent shall ensure compliance with Florida Statute 196.295 at Closing. City shall pay any real and personal property taxes billed with respect to the Developer Exchange Property after Closing.
- k. **Conditions to Closing.**
  - i. The obligations of City shall be subject to satisfaction of the following conditions precedent to Closing:



1. No representation or warranty of the Developer contained herein shall be inaccurate in any material respect; and
  2. Developer's delivery of Developer's Closing documents.
  3. If any conditions precedent described above shall remain unsatisfied as of Closing, then the obligations of City shall, at the sole election of City, cease upon delivery of written notice to Developer of City's election to terminate this Agreement. The Parties shall be relieved of their respective obligations (except to the extent such obligations specifically survive such termination).
- ii. The obligations of Developer shall be subject to satisfaction of the following conditions precedent on and before Closing :
1. No representation or warranty of the City contained herein shall be inaccurate in any material respect; and
  2. City's delivery of City's Closing documents.
  3. If any conditions precedent described in this Section remain unsatisfied as of Closing, then the obligations of Developer shall, at the election of Developer, cease upon delivery of written notice to City of Developer's election to terminate. If Developer's election occurs to terminate this Agreement, the Parties shall be relieved of their

respective obligations (except to the extent such obligations specifically survive such termination).

- G. **No Broker/Hold Harmless.** Each Party represents that it has not had dealings with any real estate broker regarding the exchange of lands contemplated by this Agreement. Each Party shall indemnify, defend and hold harmless the other Party from all damages, claims, losses or costs resulting from any claims related to this Agreement that may be asserted against the other Party by any broker with this Agreement.

**PART III**  
**Specific Conditions**

- A. **Utility Facilities.** The Developer shall be responsible for the necessary extensions, upgrades and improvements to the City's utilities to complete SEMINOLE PALMS. All water, reuse and sewer lines and related facilities that are installed or constructed at SEMINOLE PALMS (collectively the "Utility Facilities") shall be donated to the City, without charge, upon the City's request. In the event the Utility Facilities are donated, or title thereto is otherwise transferred to the CDD, as planned by the Developer, the provisions hereof shall run with the title and the CDD shall be obligated to donate the Utility Facilities to the City, without charge, upon the City's request. The City shall have no financial responsibility to contribute to or participate in funding of the design, engineering, permitting, construction or installation of the Utility Facilities required for SEMINOLE PALMS, except for the water, reuse and sewer utility improvements that are part of the Citation Extension and the cost-sharing provisions currently or

hereafter contained in the City's Unified Land Development Code (“ULDC”), or as approved by the City Council. In the event the City requires the “upsizing” or other modifications to the utility facilities that are part of the Citation Extension, but will also serve SEMINOLE PALMS, in order to provide capacity and utility service to areas outside of SEMINOLE PALMS, then the City shall be responsible for the costs required for such “upsizing” or other modifications. The Developer may provide for phasing of the Utility Facilities.

**B. Transportation.**

a. The City and the Developer shall cooperate to complete the Citation Extension as follows:

- i. The Developer shall convey to the City the Developer Exchange Property.
- ii. The City and the Developer will enter into maintenance agreements and cross drainage and access easements for any shared facilities, or such maintenance obligations shall be determined and specified in the plat or plats for the Project.
- iii. A median cut on and left and right turn deceleration lane improvements on Seminole Woods Boulevard will be required to allow for access from Seminole Woods Boulevard to the SEMINOLE PALMS project (the “Seminole Woods Boulevard Improvements”). Pedestrian and transit considerations shall be considered in the design of the Seminole Woods Boulevard

Improvements. The Developer shall be responsible for the costs of the Seminole Woods Boulevard Improvements to the extent those improvements would be required for the development of SEMINOLE PALMS under the ULDC. The City shall be responsible for any portion of the Seminole Woods Boulevard Improvements that are not required for the development of SEMINOLE PALMS, including, without limitation, increases to the length of any turn and deceleration lanes, extension or modification of sidewalks within the Seminole Woods Boulevard right of way, crosswalks and signalization.

- iv. The City and Developer acknowledge that transportation impact fees will be required to mitigate the impact of SEMINOLE PALMS on the City's road and transportation network ("Transportation Impact Fees"). The amount and payment of the Transportation Impact Fees shall be determined pursuant to the terms of this Agreement and City laws and ordinances.
- v. The Developer agrees to prepay the Transportation Impact Fees by assuming the costs required for the design, engineering, permitting and construction of the Citation Extension up to an amount that is equal to one hundred percent (100%) of the Transportation Impact Fees. The costs



required for the Citation Extension shall include, without limitation, all costs associated with the design, construction and installation of landscaping, lighting and sidewalks that are part of the Citation Extension; all permitting and wetland mitigation costs required by the St. Johns River Water Management District (“SJRWMD”), the Florida Department of Environmental Protection (“FDEP”), and the United States Army Corps of Engineers (“USACOE”), as applicable; and all permitting relocation and mitigation costs related to any protected or listed species as determined by the Florida Fish and Wildlife Conservation Commission, including, without limitation, gopher tortoise and indigo snakes. The Developer shall provide a proposal from the third-party engineer responsible for the engineering and design of the Citation Extension for approval by the City. The cost of the design of the Citation Extension is estimated at \$100,000, and will not exceed \$325,000. All costs required for the Citation Extension that exceed the Transportation Impact Fees shall be the responsibility of the City. After the Developer has expended an amount equal to one hundred percent (100%) of the Transportation Impact Fees that would be due for the total number of residential units approved for SEMINOLE PALMS in the MPD, no additional Transportation Impact fees will be

due for the Project nor with the Developer have any additional financial obligation with regard to the Citation Extension.

- vi. The City acknowledges that time is of the essence for construction of the Citation Extension to begin so that it coincides and is coordinated with the beginning of construction of SEMINOLE PALMS. The Developer shall cause the design and engineering for the entire Citation Extension to be prepared by a third-party engineer at the same time the subdivision improvement plans are prepared for the Phase 1 Submittal and the Citation Extension will be included in the Phase 1 Submittal.
- vii. The City shall solicit for competitive bids for construction of the Citation Extension pursuant to its standard purchases and contractual services policies and ordinances and applicable state law within fifteen (15) days from the date the preliminary plat for the Phase 1 Submittal is approved. The City shall make its selection and approval to award the bid for construction of the Citation Extension no later than ninety (90) days from the date the City initially solicited bids. The contractor chosen by the Developer to construct the subdivision improvements and infrastructure required for SEMINOLE PALMS shall be permitted to submit a bid proposal for construction of the Citation Extension.

- viii. The City and the Developer shall mutually agree on the schedule for the construction of the Citation Extension so that it coincides with the timing of construction of the first phase of development for SEMINOLE PALMS. All requests for bids for construction of the Citation Extension must include a provision that requires coordination with the Developer to ensure consistency between the construction timetables for the Citation Extension and the development of SEMINOLE PALMS.
- ix. The City may delegate its responsibilities to solicit and award competitive bids for the construction of the Citation Extension to the CDD pursuant an Interlocal Agreement between the City and the CDD. If the City delegates its responsibilities to the CDD it shall remain responsible for all costs of design, engineer, permitting and construction of the Citation Extension that exceed any amounts expended by the Developer or covered by Transportation Impact Fees prepaid by the Developer as provided for herein. In no event shall the Developer Exchange Property be subject to any CDD assessments or other charges after it is conveyed to the City for construction of the Citation Extension.
- x. Within ninety (90) days of the final approval of the preliminary plat for the first phase of SEMINOLE PALMS, the Developer

shall prepay fifty percent (50%) of the balance of the Transportation Impact Fees that will be due for all phases of SEMINOLE PALMS after deducting any provable amounts already expended by the Developer for the design, engineering and permitting of the Citation Extension, but no more than \$325,000. The Developer shall provide all invoices and proof of payment for the design, engineering and permitting of the Citation Extension to support the deduction from the Transportation Impact Fees before the above prepayment is made. The remaining balance of the Transportation Impact Fees shall be paid to the City within thirty (30) days of the installation of the road base for the Citation Extension. The portion of the Transportation Impact Fees prepaid by the Developer shall be earmarked to be used solely for construction of the Citation Extension. The City will use the Transportation Impact Fees and additional City funds to pay for the Citation Extension.

- xi. The Developer is requesting a minimum of curb cuts along the Citation Extension for five (5) primary entrances into the SEMINOLE PALMS neighborhoods, one (1) emergency access, and two (2) entrances to the community amenity site subject to the minimum spacing requirements of the ULDC and as approved by the City Traffic Engineer after review of the



application for preliminary plat for the first phase of SEMINOLE PALMS.

xii. All roadways within SEMINOLE PALMS shall be designed and constructed in accordance with applicable standards of the City or as specified in the approved Master Planned Development Agreement.

xiii. Except as provided for herein with respect to the Citation Extension or hereafter specifically agreed in writing, the City shall have no financial responsibility to contribute to or participate in the funding of the design, engineering, permitting or construction of internal roadway improvements for SEMINOLE PALMS.

b. The Citation Extension is sufficient for and exceeds the impacts of the SEMINOLE PALMS project. The City hereby acknowledges and agrees that by complying with the provisions of this Section b, the Comprehensive Plan, and Rezoning (if approved), including, without limitation, prepayment of the Transportation Impact Fees, the Developer shall be entitled to fully and completely develop SEMINOLE PALMS at a density equal to the number of residential units used to calculate the Transportation Impact Fees without further transportation improvements or transportation impact fees, assuming the Developer is in compliance with all other permits and approvals.

c. The City acknowledges that the Developer does not own or control all of the lands required to complete the Citation Extension. The land described in the attached **EXHIBIT "G"** is owned by JTL Grand Landings Development, LLC ("JTL"), which is not a party to this Agreement. The City will work with JTL to acquire the necessary right of way to complete the Citation Extension. Notwithstanding the need to acquire additional right of way from JTL, in no event will the failure of the City to acquire the additional right of way from JTL hinder or delay the Developer's right to commence development of SEMINOLE PALMS or result in any delay in the commencement of construction of the portion of the Citation Extension outside of the land owned by JTL. The design and engineering for the Citation Extension will include the portion of the roadway that traverses the land owned by JTL so that the City will have what is necessary to complete the Citation Extension, at its cost and expense, if the City does not acquire the additional right of way from JTL by the time bids needs to be solicited for construction of the Citation Extension. If the City fails to acquire title to the segment of the Citation Extension on the JTL property in time for it to be included in the City's solicitation of competitive bids for construction of the Citation Extension, then the competitive bids shall not include that segment of the Citation Extension so as to avoid any delay in the construction

of the Citation Extension and the development of SEMINOLE PALMS.

- C. **Stormwater, Floodplain Compensation and Canal Improvements.** The City Property includes land from the banks of an existing drainage canal to the boundary of the Kolter Property. As part of the development of SEMINOLE PALMS the Developer shall be permitted to connect the floodplain compensation ponds to the canal. The Developer shall be permitted to first address and accommodate floodplain compensation storage required for the SEMINOLE PALMS project. If there is an opportunity for additional floodplain compensation storage and the need to import additional fill dirt for the SEMINOLE PALMS project or the Citation Extension project, then the Developer will, where possible, upsize the proposed ponds that will be connected to the canal to increase the flood storage capacity for the City. The ponds required for the Citation Extension cannot be used for any capacity needs for the SEMINOLE PALMS project. No regrading of the banks, or modifications to reduce capacity or the width of the existing canal shall be permitted without the approval of the City. The Developer shall provide the City an easement or easements for access to the canal, in a form acceptable to the City, at a location mutually agreed to by the City and the Developer, for maintenance purposes only.
- D. **Site Clearing and Commencement of Construction.** The Developer shall be permitted to begin limited land clearing operations within the

entire Project Area at time of commencement of work on the Citation Extension, including, without limitation, clearing of trees and existing vegetation, pursuant to the provisions of the ULDC that govern silvicultural operations. The Developer shall be permitted to commence construction of the phase of the Project approved in the first application submitted for preliminary plat.

E. **Public Safety.** The City acknowledges that the Citation Extension, once completed, will significantly decrease the response time for fire and other emergency response and will eliminate the need to construct two separate fire stations to serve the areas along Seminole Woods Boulevard and U.S. 1, which will result in a significant cost saving to the City.

F. **Impact Fee Credits.** The Developer shall be entitled to impact fee credits for the following:

a. Water and sewer utility impact fee or cost in aid of construction credits for the water, reuse and sewer utility improvements installed as part of the Citation Extension.

b. Water and sewer utility impact fee or cost in aid of construction credits for any upgrades or upsizing to the water, reuse and sewer utilities to allow the system to service more than the capacity required for the SEMINOLE PALMS project.



**PART IV**  
**General Provisions**

- A. **Duration.** This Agreement shall terminate ten (10) years from its Effective Date. This Agreement may be extended by mutual consent of the City and the Developer, subject to a public hearing. The parties agree to cooperate in recording the necessary instrument to memorialize the termination of this Agreement in the public records of Flagler County, Florida if the termination occurs after it is recorded as provided for below.
- B. **Effective Date.** This Agreement shall take effect on the date that it is executed by all of the parties hereto after all the Developer Conditions, as defined in Part IV, Section E, below, are met. Once those Developer Conditions are met, then this Agreement shall be recorded, at the Developer's cost, in the Public Records of Flagler County, Florida, along with a notice that the Agreement is now fully effective, since all Developer Conditions have been met. The Effective Date will be the date this Agreement is recorded in the Public Records. In the event that the Developer Conditions have not been satisfied within 18 months of the execution of this Agreement, as defined below, then this Agreement shall terminate, after which Developer and City shall each be released from all further obligations to each other respecting pending matters arising from this Agreement.
- C. **Provisions Regarding Default.** If either Party shall default in any of their respective obligations under this Agreement, the other Party, by notice to such defaulting Party specifying the default and the date on which this

Agreement shall terminate (which date shall be not less than thirty (30) days after giving such notice), may terminate this Agreement, and upon such date, and unless the default so specified shall have been cured, this Agreement shall terminate. Each Party also shall have the right to specifically enforce this Agreement, provided that any action is commenced within six (6) months after such right arises. In no event, however, shall City be liable to Developer for any damages under this Agreement.

D. **Assignment of Contract**. This Agreement may not be assigned by either Party without the other Party's prior consent, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement to any entity that is an affiliate of or controlled by that Party without the other Party's prior consent.

E. **Contingencies**. All of the right and obligations of the City and the Developer, including, without limitation, those regarding the design, permitting and construction of the Citation Extension and dedication of the Developer Exchange Property, are contingent upon (1) the final approval of the FLUM Amendment and the Rezoning, (2) confirmation that the floodplain in the Project Area does not exceed the Maximum Flood Elevation, and (3) establishment of the CDD ("Developer Conditions"). In the event any of the foregoing Developer Conditions are not satisfied then this Agreement shall terminate and be of no further force and effect.

F. **Venue and Enforcement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue for purposes of litigation shall be Flagler County, Florida, or the Middle District, Orlando for federal court actions.

G. **Notice.** Any and all notices required or allowed to be given in accordance with this Agreement shall be mailed or delivered as follows:

**To the Developer:** Kolter Group Acquisitions, LLC  
Kolter Land Tamp Office  
14025 Riveredge Dr., Suite 175  
Tampa, FL 33637  
  
Attention: Candice Smith  
Telephone: (813) 615-1244

**To the City:** City of Palm Coast  
160 Lake Avenue  
Palm Coast, FL 32164  
  
Attention: City Manager  
Telephone: (386) 986-2360

H. **Cooperation in the Event of Legal Challenge.** In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provisions of this Agreement, the parties hereby agree to cooperate in defending such action.

I. **Joint Preparation.** Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

- J. **Exhibits**. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.
- K. **Further Assurances**. Each of the parties hereto shall execute, acknowledge and deliver, or cause to be executed, acknowledge and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect hereto to the extent allowed and, in a manner, permitted by law. Without any manner limiting the specific rights and obligations set forth in this Agreement or legally limiting or infringing upon the governmental authority of the City, the parties hereby declare their intention to cooperate with each in effecting the terms of this Agreement and to coordinate the performance of their respective obligations under the terms of this Agreement.
- L. **Amendment or Cancellation**. This Agreement may be amended or canceled by written mutual consent of the parties or by their successors in interest.
- M. **Disclaimer of Third-Party Beneficiary**. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions

hereof, other than the parties hereto and their respective representatives, successors and assigns.

N. **Complete Agreement.** This Development Agreement constitutes the entire agreement between the parties and supersedes all previous oral discussions, understandings, and agreements of any kind and nature, as between the parties relating to the subject matter of this Agreement.

**[Remainder of Page Intentionally Left Blank]**

DRAFT



**WHEREFORE**, the parties hereto have caused these presents to be signed all as of the date and year first above written.

**IN WITNESS WHEREOF**, the Parties have executed this Development Agreement on the dates set forth below.

**CITY OF PALM COAST, FLORIDA**

\_\_\_\_\_  
David Alfin, Mayor

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

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

STATE OF FLORIDA     )  
COUNTY OF FLAGLER    )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by **David Alfin**, Mayor of the **City of Palm Coast, Florida**, who is  personally known to me or  has produced \_\_\_\_\_ as identification.

(Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number / Commission Number

WITNESSES:

“OWNER”

**Kolter Group Acquisitions LLC**

\_\_\_\_\_

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

\_\_\_\_\_

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

(print)

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

\_\_\_\_\_

\_\_\_\_\_

(print)

STATE OF FLORIDA )  
COUNTY OF FLAGLER )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, of **Kolter Group Acquisitions LLC**, a Florida limited liability company, on behalf of the company, who is  personally known to me or  has produced \_\_\_\_\_ as identification.

(Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number / Commission Number

## **EXHIBITS**

- A. **Legal Description of Carter Land  $\approx$  228.58 Acres  $\pm$**
- B. **Legal Description of City Land  $\approx$  11.6 Acres  $\pm$**
- C. **Concept Plan with Phases and Areas for Citation Extension**
- D. **Sketch and Legal Description of Developer Exchange Property  
(ONCE AVAILABLE)**
- E. **Affidavit of Interest in Real Property Form**
- F. **JTL Grand Landings Development**

DRAFT

## **Exhibit "A"-Legal Description of Kolter Property**

### **LEGAL DESCRIPTIONS:**

#### **PARCEL 1:**

A parcel of land located in Government Sections 20 and 21, Township 12 South Range 31 East, Flagler County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Government Sections 20 and 21, Township 12 South Range 31 East, thence South 00°50'01" East for a distance of 150.00 feet to the Southerly line of Iroquois Waterway (a 175-foot wide Waterway at this Point) and the Point of Beginning of this description; thence North 89°02'14" East, along said Southerly line of Iroquois Waterway a distance of 1082.73 feet; thence departing and Southerly line South 11°26'27" West for a distance of 1290.00 feet; thence South 89°01'53" West, for a distance of 502.58 feet; thence South 28°40'19" West for a distance of 1572.08 feet; thence North 74°35'44" West for a distance of 3054.69 feet; thence North 02°32' 58" West, for a distance of 1766.27 feet to said Southerly line of Iroquois Waterway; thence North 89°02'14 East, along said Southerly line for a distance of 3454.09 feet to the Aforementioned Point of Beginning.

Containing 201.967 acres, more or less.

#### **PARCEL 2:**

A parcel of land lying West of Seminole Woods Parkway within Government Section 21, Township 12 South Range 31 East, Flagler County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Government Section 21, Township 12 South Range 31 East, thence North 00°50'01" West along the East line Section 17, Township 12 South, Range 31 East, a distance of 25.00 feet to a point on the North boundary line of Iroquois Waterway, as recorded in Official Record Book 549, Page 966 through 990, of the Public Records of Flagler County, Florida; thence North 89°00'45" East, a distance of 1586.29 feet to a point on the Westerly right of way line of Seminole Woods Parkway (124' R/W); thence departing the North line of Iroquois Waterway, run South 21°33'05" East along said Seminole Woods Parkway Right-of-Way line a distance of 186.91 feet to a point being the intersection of the South line of Iroquois Waterway with the Westerly right of way line of Seminole Woods Parkway, said point being the Point of Beginning of this description; thence continue South 21°33'05" East along the Westerly right of way line of Seminole Woods Parkway a distance of 514.30 feet to a point of curvature, thence 235.69 feet along the arc of a curve to the right (concave Westerly), having a central angle of 04°30'05", a radius of 3000.00 feet, a chord bearing of South 19°18'07" East and a chord distance of 235.63 feet to a point of tangency; thence South 17°03'00" East along said Westerly Right-of-Way line of Seminole Wood Parkway a distance of 577.47 feet; thence departing Seminole Woods Parkway run South 89°01'53" West a distance of 1261.67 feet; thence North 11°26'22" East a distance of 1289.94 feet to a point on the South boundary line of said Iroquois Waterway; thence North 89°00'45" East along the Southerly boundary line of said Iroquois Waterway a distance of 569.62 feet to the Point of Beginning.

Containing 26.876 acres, more or less.

## **Exhibit "B"-Legal Description of City Property**

A parcel of land lying in Sections 20 and 21, Township 12 South, Range 31 East, Flagler County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 20, run thence along the East boundary of said Section 20, S 00°50'03" E, a distance of 150.00 feet to a point on the South boundary of Iroquois Waterway and the POINT OF BEGINNING; thence along the said South boundary, S 89°02'12" W, a distance of 3454.09 feet; thence N 02°33'00" W, a distance of 100.04 feet; thence N 89°02'12" E, a distance of 4096.00 feet; thence S 07°46'22" E, a distance of 40.28 feet; thence N 89°00'43" E, a distance of 986.00 feet to a point on the Westerly Right of Way line of Seminole Woods Parkway; thence along said Westerly Right of Way line, S 21°33'06" E, a distance of 64.08 feet to a point on the aforesaid South boundary of Iroquois Waterway; thence along said boundary, S 89°00'43" W, a distance of 1652.45 feet to the POINT OF BEGINNING.

Containing 10.782 acres, more or less.



# Exhibit "C"-Concept Plan with Phases and Areas for Citation Extension



**Exhibit “D”- Legal Description of JTL Grand Landings Development,  
LLC Property**

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# Description Sketch

(Not A Survey)

CITATION ROAD RIGHT-OF-WAY

DESCRIPTION: A parcel of land located in Government Sections 20 and 21, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:


COMMENCE at the Northeast corner of said Government Section 20, Township 12 South, Range 31 East, thence S 00°50'01" E, a distance of 150.00 feet to the Southerly line of Iroquois Waterway (a 175-foot wide Waterway at this Point); thence North 89°00'43" East, along said Southerly line of Iroquois Waterway a distance of 1082.73 feet; to a point on the Westerly right-of-way line of Seminole Woods Parkway (124' Right-of-way); thence departing said Southerly line of Iroquois Waterway, run South 21°33'05" East along said Seminole Woods Parkway Right-of-way line a distance of 514.24 feet to a point of curvature, thence 216.42 feet along the arc of a curve to the right (concave Westerly), having a central angle of 04°08'00", a radius of 3000.00 feet, a chord bearing of South 19°29'12" East and a chord distance of 216.37 feet to the POINT OF BEGINNING; thence continuing on said curve 19.27 feet along the arc of a curve to the right having a central angle of 00°22'05", a radius of 3000.00 feet, a chord bearing of South 17°14'09" East and a chord distance of 19.27 feet to the point of tangency, thence S 17°03'02" E, a distance of 80.73 feet; thence departing said Right of Way S 72°56'25" W, a distance of 465.84 feet; thence N 17°05'36" W, a distance of 10.00 feet; thence S 72°56'25" W, a distance of 853.21 feet; thence S 73°41'58" W, a distance of 15.63 feet; thence S 11°00'48" W, a distance of 8.21 feet; thence S 15°43'06" W, a distance of 24.02 feet; thence S 74°48'10" W, a distance of 47.51 feet; thence S 03°18'38" W, a distance of 41.12 feet; thence S 47°27'49" W, a distance of 38.41 feet; thence S 48°41'43" W, a distance of 55.16 feet; thence S 89°01'51" W, a distance of 242.70 feet; thence N 29°51'21" W, a distance of 49.57 feet; thence N 30°17'19" W, a distance of 50.36 feet; thence S 82°36'24" W, a distance of 87.16 feet; thence N 88°03'46" W, a distance of 62.21 feet; thence S 53°12'27" W, a distance of 53.97 feet; thence S 55°23'49" W, a distance of 82.57 feet; thence S 33°42'17" E, a distance of 52.99 feet; thence S 11°51'40" W, a distance of 23.23 feet; thence S 70°47'37" W, a distance of 57.47 feet; thence S 65°39'19" W, a distance of 56.27 feet; thence S 59°59'45" W, a distance of 49.35 feet; thence S 52°43'47" W, a distance of 19.41 feet; thence S 85°15'49" W, a distance of 57.00 feet; thence S 48°57'22" W, a distance of 80.41 feet; thence S 12°49'14" E, a distance of 64.95 feet; thence S 86°02'19" E, a distance of 46.19 feet; thence S 26°01'59" E, a distance of 23.48 feet; thence S 30°28'55" W, a distance of 83.01 feet; thence S 06°30'36" W, a distance of 33.57 feet; thence S 65°04'45" W, a distance of 14.38 feet; thence N 70°09'26" W, a distance of 37.80 feet; thence S 54°30'52" W, a distance of 45.27 feet; thence S 84°35'43" W, a distance of 92.11 feet; thence S 55°08'45" E, a distance of 90.90 feet; thence S 44°12'18" W, a distance of 58.97 feet; thence S 42°00'01" E, a distance of 69.70 feet; thence S 73°47'36" W, a distance of 4.33 feet; thence S 21°27'50" W, a distance of 69.56 feet; thence S 09°52'58" E, a distance of 41.28 feet; thence S 39°58'39" W, a distance of 36.26 feet; thence S 40°12'43" W, a distance of 36.06 feet; thence S 53°10'40" W, a distance of 49.94 feet; thence S 22°33'13" W, a distance of 65.64 feet; thence S 52°42'04" W, a distance of 48.11 feet; thence S 15°27'56" W, a distance of 47.10 feet; thence S 01°37'31" E, a distance of 14.88 feet; thence S 58°55'23" W, a distance of 34.80 feet; thence S 66°29'59" W, a distance of 29.25 feet; thence N 52°31'27" W, a distance of 30.10 feet; thence N 25°52'20" W, a distance of 29.02 feet; thence N 08°28'57" E, a distance of 51.22 feet; thence S 87°42'36" W, a distance of 111.33 feet; thence S 36°49'41" W, a distance of 58.14 feet; thence S 75°03'06" W, a distance of 43.79 feet; thence S 35°02'27" W, a distance of 54.22 feet; thence N 23°41'18" W, a distance of 31.86 feet; thence N 17°51'19" W, a distance of 35.99 feet; thence N 09°10'00" W, a distance of 61.41 feet; thence N 37°26'54" W, a distance of 66.61 feet; thence N 18°42'35" W, a distance of 32.93 feet; thence S 87°30'39" E, a distance of 63.57 feet;

DESCRIPTION CONTINUED ON SHEET 2...

NOTES:

1) The bearings shown hereon are based on the Westerly Right-of-way line of Seminole Woods Parkway, having a Grid bearing of S 21°33'05" E. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.

SEE SHEET NO. 1 - 2 FOR DESCRIPTION  
 SEE SHEET NO. 3 - 5 FOR SKETCH  
 SEE SHEET NO. 6 - 8 FOR LINE & CURVE TABLES

PROJECT: DESCRIPTION SKETCH			Prepared For: KOLTER GROUP ACQUISITIONS					
PHASE: CITATION ROAD RIGHT-OF-WAY			(Not A Survey)					
DRAWN: MRC	DATE: 10/05/21	CHECKED BY: JDF				555 Winderly Pl, Suite 120 Maitland, Florida 32751 Phone: (321) 270-0440 Licensed Business No.: LB 7768		
REVISIONS			<b>Judd D. French</b> FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. <b>LS7095</b>					
DATE	DESCRIPTION	DRAWN BY				 <b>GeoPoint</b> Surveying, Inc.		

# Description Sketch

(Not A Survey)

...DESCRIPTION CONTINUED FROM SHEET 1

thence N 03°51'07" W, a distance of 61.98 feet; thence N 80°43'40" W, a distance of 85.11 feet; thence N 79°03'32" W, a distance of 65.80 feet; thence N 87°32'53" W, a distance of 68.03 feet; thence N 71°42'49" W, a distance of 36.00 feet; thence N 19°49'32" W, a distance of 81.00 feet; thence N 78°54'18" W, a distance of 96.69 feet; thence S 74°38'46" W, a distance of 26.52 feet; thence S 51°23'54" W, a distance of 153.61 feet; thence S 55°28'25" W, a distance of 67.40 feet; thence S 23°14'42" W, a distance of 54.95 feet; thence S 86°35'13" W, a distance of 32.89 feet; thence S 68°21'37" W, a distance of 91.52 feet; thence N 82°54'15" W, a distance of 53.54 feet; thence N 79°38'12" W, a distance of 88.10 feet; thence N 72°36'26" W, a distance of 54.68 feet; thence N 77°10'04" W, a distance of 60.12 feet; thence N 36°13'52" W, a distance of 40.06 feet; thence N 88°20'38" W, a distance of 461.33 feet; thence westerly, 304.53 feet along the arc of a non-tangent curve to the left having a radius of 460.00 feet and a central angle of 37°55'50" (chord bearing S 72°42'09" W, 299.00 feet); thence S 53°44'14" W, a distance of 52.77 feet; thence N 74°35'46" W, a distance of 101.99 feet; thence N 53°44'14" E, a distance of 116.03 feet; thence easterly, 357.49 feet along the arc of a tangent curve to the right having a radius of 540.00 feet and a central angle of 37°55'50" (chord bearing N 72°42'09" E, 350.99 feet); thence S 88°19'56" E, a distance of 451.29 feet; thence easterly, 136.66 feet along the arc of a tangent curve to the left having a radius of 460.00 feet and a central angle of 17°01'17" (chord bearing N 83°09'25" E, 136.16 feet); thence N 74°38'46" E, a distance of 856.93 feet; thence N 74°38'46" E, a distance of 134.02 feet; thence northeasterly, 170.17 feet along the arc of a tangent curve to the left having a radius of 460.00 feet and a central angle of 21°11'44" (chord bearing N 64°02'54" E, 169.20 feet); thence N 53°27'01" E, a distance of 604.46 feet; thence easterly, 371.79 feet along the arc of a tangent curve to the right having a radius of 590.00 feet and a central angle of 36°06'19" (chord bearing N 71°30'10" E, 365.67 feet); thence N 89°33'20" E, a distance of 258.22 feet; thence easterly, 147.90 feet along the arc of a tangent curve to the left having a radius of 510.00 feet and a central angle of 16°36'55" (chord bearing N 81°14'53" E, 147.38 feet); thence N 72°56'25" E, a distance of 851.71 feet; thence N 17°03'35" W, a distance of 10.00 feet; thence N 72°56'25" E, a distance of 467.30 feet to the POINT OF BEGINNING.

Containing 19.110 acres, more or less.

NOTE:  
SEE SHEET NO. 1 - 2 FOR DESCRIPTION  
SEE SHEET NO. 3 - 5 FOR SKETCH  
SEE SHEET NO. 6 - 8 FOR LINE & CURVE TABLES

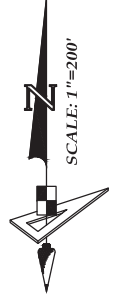
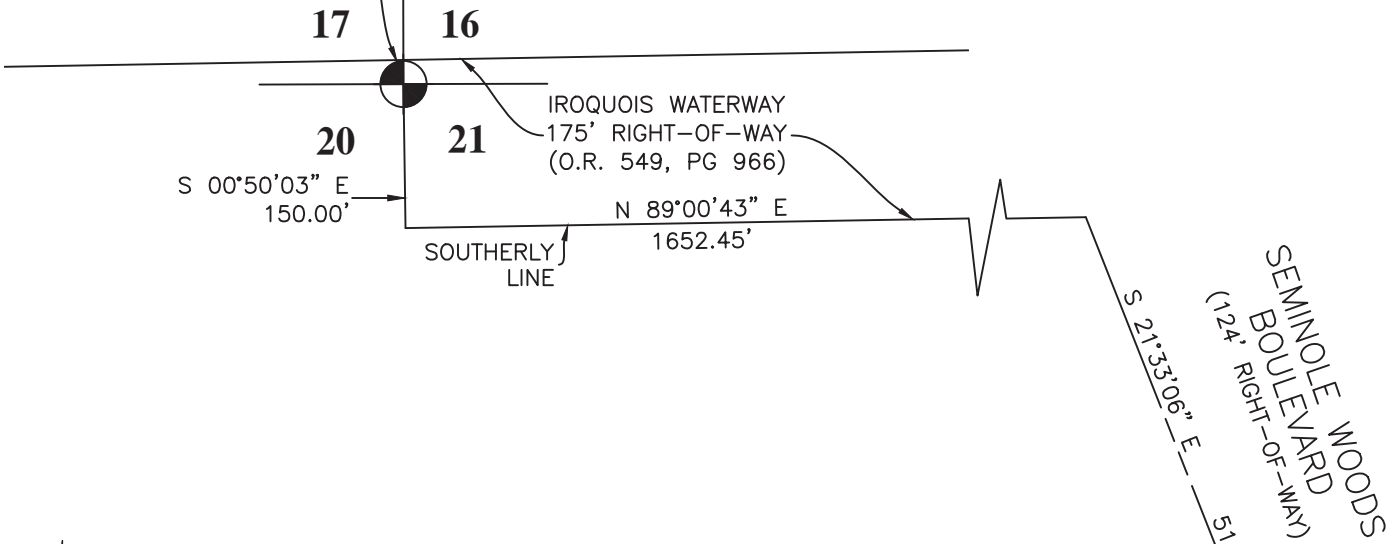
555 Winderly Pl, Suite 120  
Maitland, Florida 32751  
Phone: (321) 270-0440  
Licensed Business No.: LB 7768

  
**GeoPoint**  
Surveying, Inc.

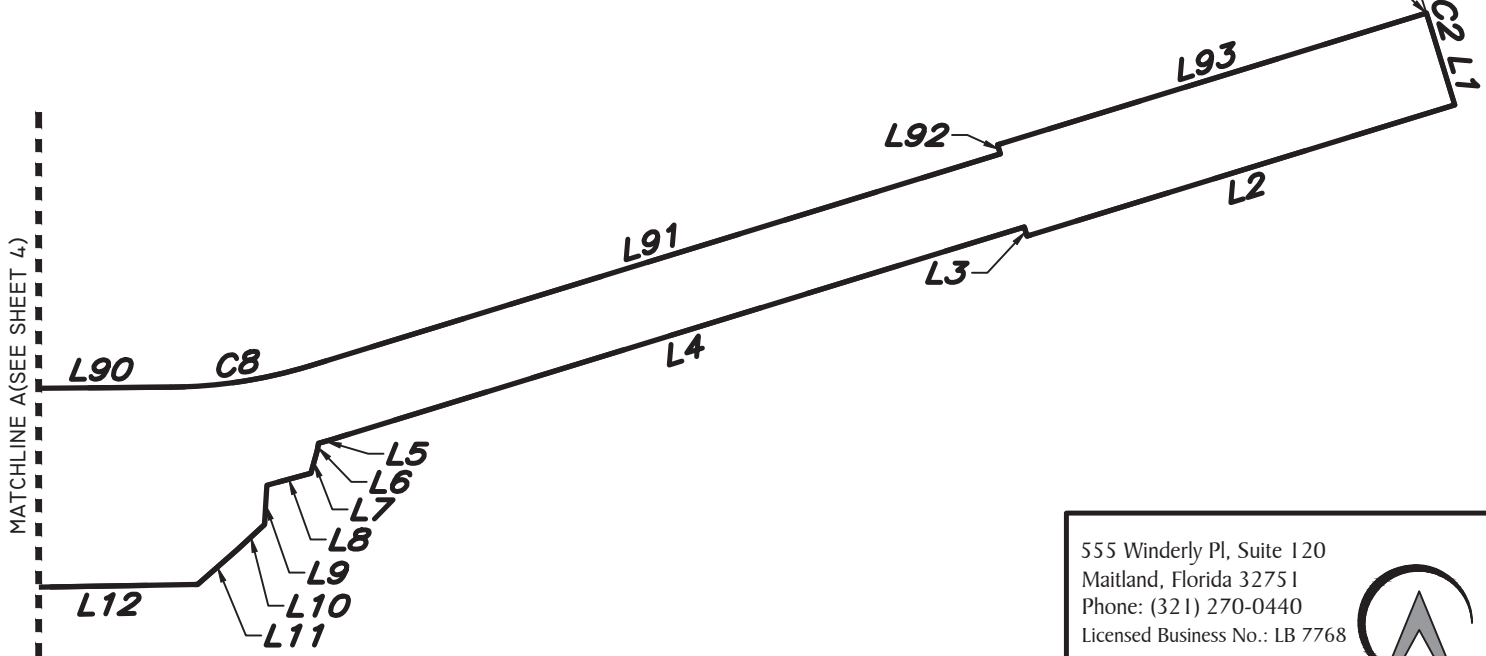
# Description Sketch

(Not A Survey)

**POINT OF COMMENCEMENT**  
NORTHEAST CORNER  
SECTION 20-12-31



**POINT OF BEGINNING**



NOTE:  
SEE SHEET NO. 1 - 2 FOR DESCRIPTION  
SEE SHEET NO. 3 - 5 FOR SKETCH  
SEE SHEET NO. 6 - 8 FOR LINE & CURVE TABLES

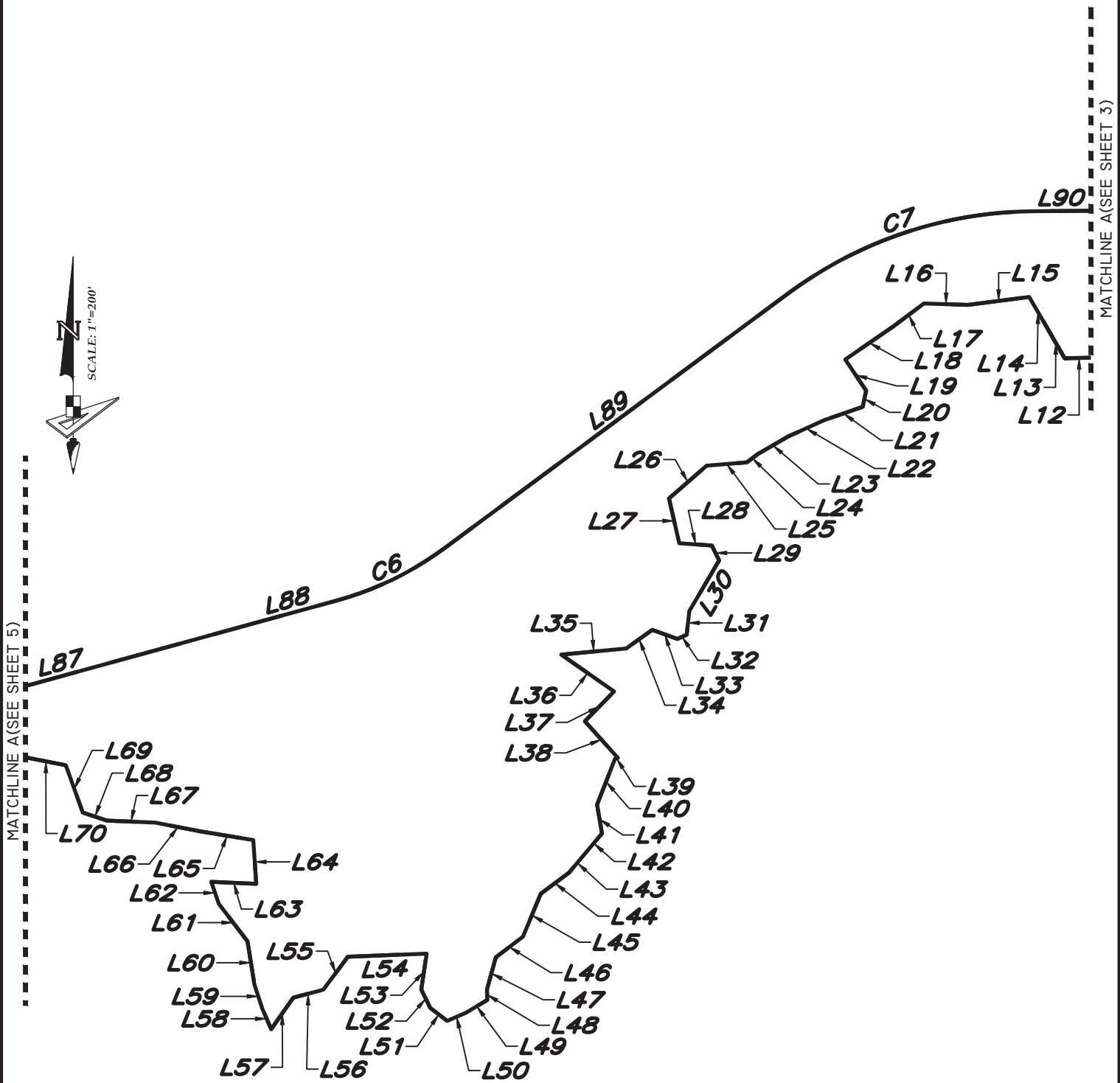
555 Winderly Pl, Suite 120  
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Phone: (321) 270-0440  
Licensed Business No.: LB 7768





# Description Sketch

(Not A Survey)



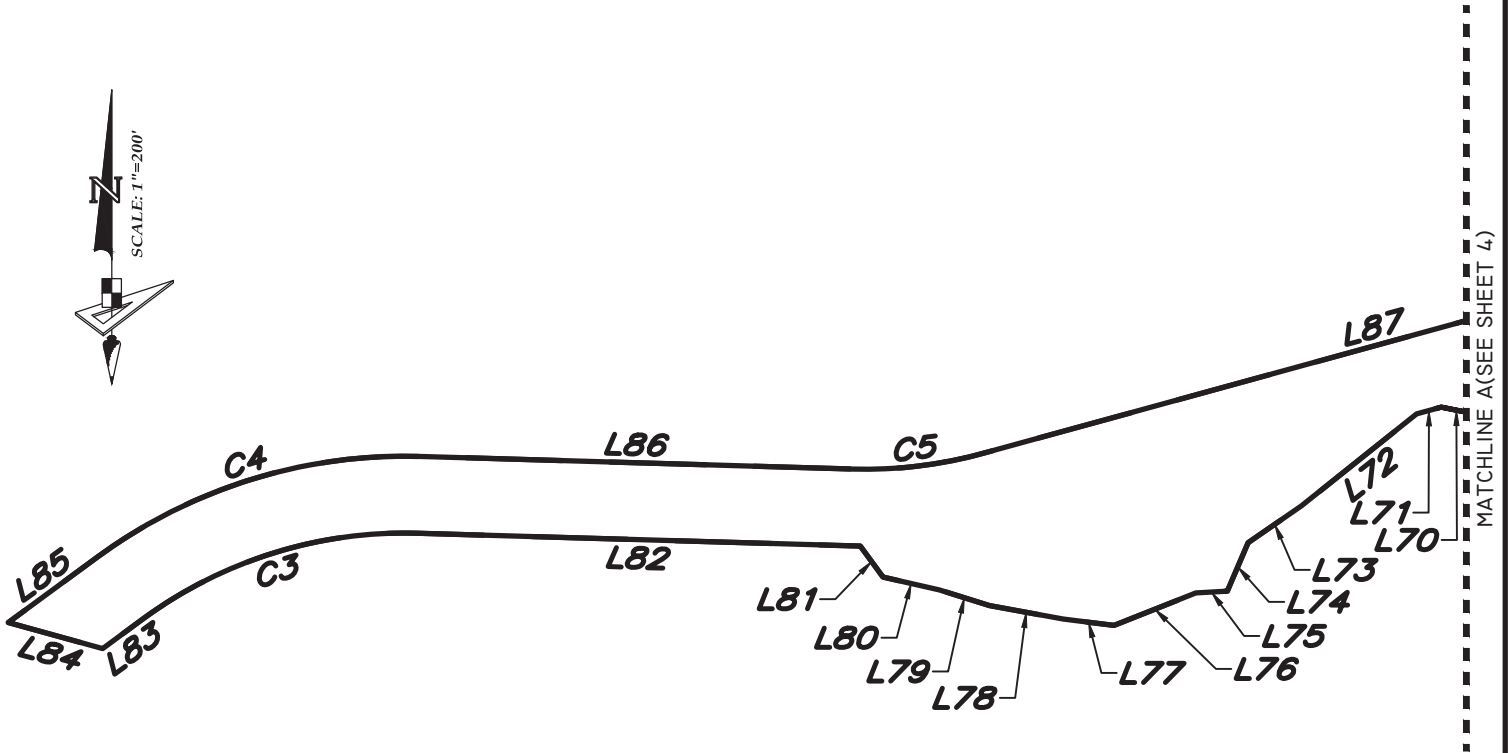
NOTE:  
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# Description Sketch

(Not A Survey)



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**GeoPoint**  
Surveying, Inc.

# Description Sketch

(Not A Survey)

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 17°03'02" E	80.73'
L2	S 72°56'25" W	465.84'
L3	N 17°05'36" W	10.00'
L4	S 72°56'25" W	753.21'
L5	S 73°41'58" W	15.63'
L6	S 11°00'48" W	8.21'
L7	S 15°43'06" W	24.02'
L8	S 74°48'10" W	47.51'
L9	S 03°18'38" W	41.12'
L10	S 47°27'49" W	38.41'
L11	S 48°41'43" W	55.16'
L12	S 89°01'51" W	242.70'
L13	N 29°51'21" W	49.57'
L14	N 30°17'19" W	50.36'
L15	S 82°36'24" W	87.16'
L16	N 88°03'46" W	62.21'
L17	S 53°12'27" W	53.97'
L18	S 55°23'49" W	82.57'
L19	S 33°42'17" E	52.99'
L20	S 11°51'40" W	23.23'
L21	S 70°47'37" W	57.47'
L22	S 65°39'19" W	56.27'
L23	S 59°59'45" W	49.35'
L24	S 52°43'47" W	19.41'
L25	S 85°15'49" W	57.00'

LINE DATA TABLE		
NO.	BEARING	LENGTH
L26	S 48°57'22" W	70.41'
L27	S 12°49'14" E	64.95'
L28	S 86°02'19" E	46.19'
L29	S 26°01'59" E	23.48'
L30	S 30°28'55" W	83.01'
L31	S 06°30'36" W	33.57'
L32	S 65°04'45" W	14.38'
L33	N 70°09'26" W	37.80'
L34	S 54°30'52" W	45.27'
L35	S 84°35'43" W	92.11'
L36	S 55°08'45" E	90.90'
L37	S 44°12'18" W	58.97'
L38	S 42°00'01" E	69.70'
L39	S 73°47'36" W	4.33'
L40	S 21°27'50" W	69.56'
L41	S 09°52'58" E	41.28'
L42	S 39°58'39" W	36.26'
L43	S 40°12'43" W	36.06'
L44	S 53°10'40" W	49.94'
L45	S 22°33'13" W	65.64'
L46	S 52°42'04" W	48.11'
L47	S 15°27'56" W	47.10'
L48	S 01°37'31" E	14.88'
L49	S 58°55'23" W	34.80'
L50	S 66°29'59" W	29.25'

NOTE:  
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 SEE SHEET NO. 3 - 5 FOR SKETCH  
 SEE SHEET NO. 6 - 8 FOR LINE & CURVE TABLES

555 Winderly Pl, Suite 120  
 Maitland, Florida 32751  
 Phone: (321) 270-0440  
 Licensed Business No.: LB 7768



# Description Sketch

(Not A Survey)

LINE DATA TABLE		
NO.	BEARING	LENGTH
L51	N 52°31'27" W	30.10'
L52	N 25°52'20" W	29.02'
L53	N 08°28'57" E	51.22'
L54	S 87°42'36" W	111.33'
L55	S 36°49'41" W	58.14'
L56	S 75°03'06" W	43.79'
L57	S 35°02'27" W	54.22'
L58	N 23°41'18" W	31.86'
L59	N 17°51'19" W	35.99'
L60	N 09°10'00" W	61.41'
L61	N 37°26'54" W	66.61'
L62	N 18°42'35" W	32.93'
L63	S 87°30'39" E	63.57'
L64	N 03°51'07" W	61.98'
L65	N 80°43'40" W	75.11'
L66	N 79°03'32" W	65.80'
L67	N 87°32'53" W	68.03'
L68	N 71°42'49" W	36.00'
L69	N 19°49'32" W	71.00'
L70	N 78°54'18" W	96.69'
L71	S 74°38'46" W	26.52'
L72	S 51°23'54" W	153.61'
L73	S 55°28'25" W	67.40'
L74	S 23°14'42" W	54.95'
L75	S 86°35'13" W	32.89'

LINE DATA TABLE		
NO.	BEARING	LENGTH
L76	S 68°21'37" W	91.52'
L77	N 82°54'15" W	53.54'
L78	N 79°38'12" W	78.10'
L79	N 72°36'26" W	54.68'
L80	N 77°10'04" W	60.12'
L81	N 36°13'52" W	40.06'
L82	N 88°20'38" W	461.33'
L83	S 53°44'14" W	52.77'
L84	N 74°35'46" W	101.99'
L85	N 53°44'14" E	116.03'
L86	S 88°19'56" E	451.29'
L87	N 74°38'46" E	856.93'
L88	N 74°38'46" E	134.02'
L89	N 53°27'01" E	604.46'
L90	N 89°33'20" E	258.22'
L90	N 89°33'20" E	258.22'
L91	N 72°56'25" E	751.71'
L92	N 17°03'35" W	10.00'
L93	N 72°56'25" E	467.30'

NOTE:  
 SEE SHEET NO. 1 - 2 FOR DESCRIPTION  
 SEE SHEET NO. 3 - 5 FOR SKETCH  
 SEE SHEET NO. 6 - 8 FOR LINE & CURVE TABLES

555 Winderly Pl, Suite 120  
 Maitland, Florida 32751  
 Phone: (321) 270-0440  
 Licensed Business No.: LB 7768



GeoPoint

Surveying, Inc.

# Description Sketch

(Not A Survey)

## CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	3000.00'	4°08'00"	216.42'	216.37'	N 19°29'12" W
C2	3000.00'	0°22'05"	19.27'	19.27'	S 17°14'09" E
C3	460.00'	37°55'50"	304.53'	299.00'	S 72°42'09" W
C4	540.00'	37°55'50"	357.49'	350.99'	N 72°42'09" E
C5	460.00'	17°01'17"	136.66'	136.16'	N 83°09'25" E
C6	460.00'	21°11'44"	170.17'	169.20'	N 64°02'54" E
C7	590.00'	36°06'19"	371.79'	365.67'	N 71°30'10" E
C8	510.00'	16°36'55"	147.90'	147.38'	N 81°14'53" E

NOTE:  
SEE SHEET NO. 1 - 2 FOR DESCRIPTION  
SEE SHEET NO. 3 - 5 FOR SKETCH  
SEE SHEET NO. 6 - 8 FOR LINE & CURVE TABLES

555 Winderly Pl, Suite 120  
Maitland, Florida 32751  
Phone: (321) 270-0440  
Licensed Business No.: LB 7768

  
**GeoPoint**  
Surveying, Inc.



**Exhibit "E"**  
**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 \_\_\_\_\_, 2021, 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:

1. The Affiant is the \_\_\_\_\_ of \_\_\_\_\_, the legal title holder of the real property described on the attached Exhibit "A"; 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" ("Property") 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 Property 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.

2. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by the City of \_\_\_\_\_ in the conveyance of the Property.

3. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the United States and the State of Florida for falsely swearing to statements under oath.

4. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

WITNESSES:

\_\_\_\_\_

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

\_\_\_\_\_

Print name: \_\_\_\_\_

(print)

\_\_\_\_\_  
\_\_\_\_\_  
(print)

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

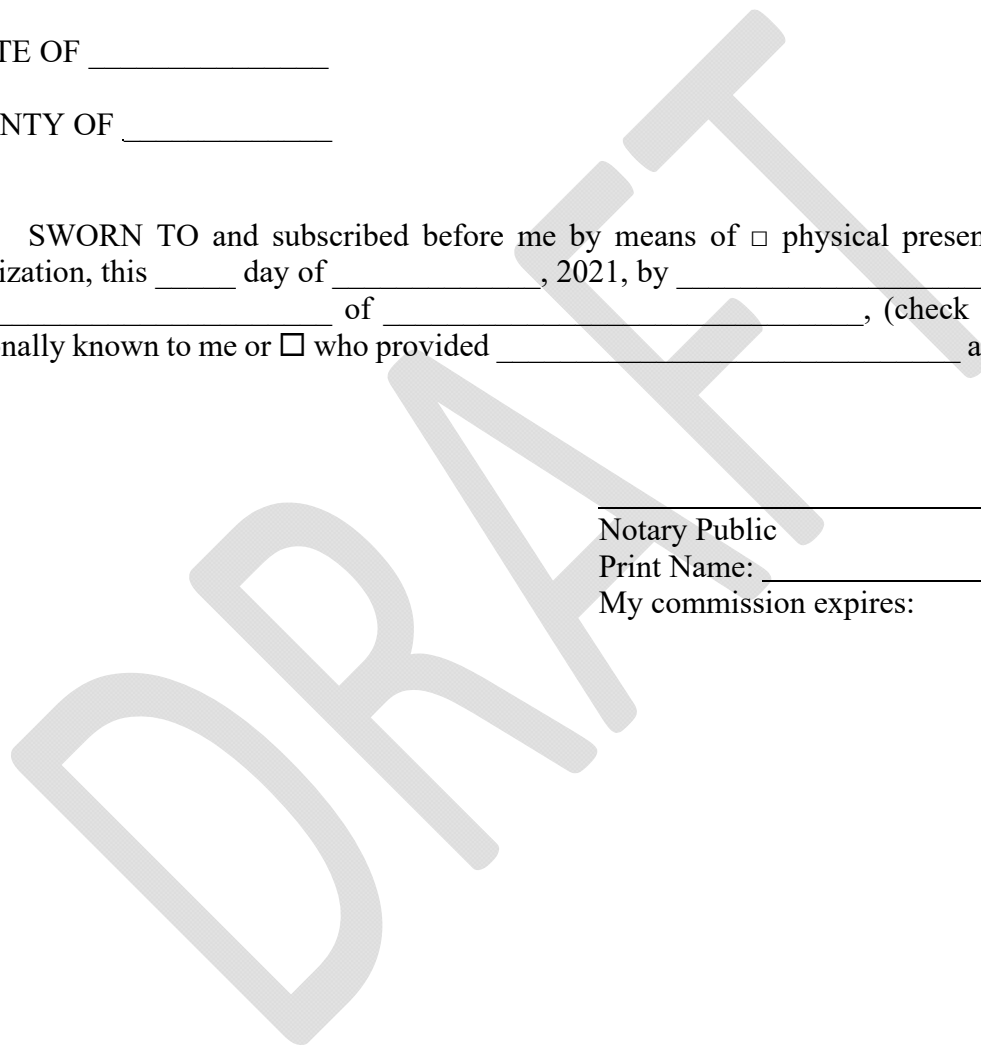
Address:

STATE OF \_\_\_\_\_

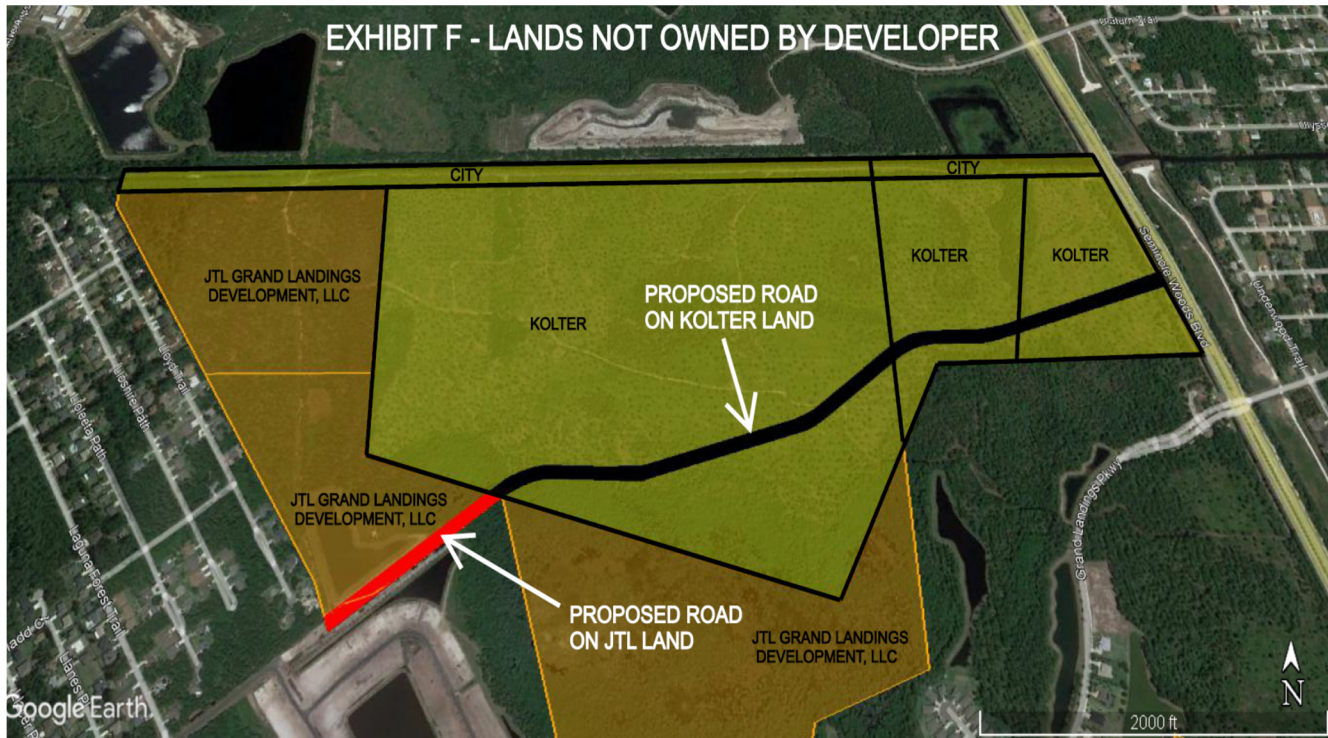
COUNTY OF \_\_\_\_\_

SWORN TO and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, (check one)  who is personally known to me or  who provided \_\_\_\_\_ as identification.

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



# Exhibit "F"-JTL Grand Landings Development, LLC



DRAFT

# City of Palm Coast, Florida Agenda Item

Agenda Date: October 12, 2021

<b>Department</b>	STORMWATER	<b>Amount</b>	\$130,059.00
<b>Item Key</b>	11565	<b>Account</b>	# 21097011-063000-54420
<b>Subject</b>	RESOLUTION 2021-XX APPROVING A WORK ORDER WITH ENGLAND-THIMS & MILLER INC., FOR DESIGN SERVICES RELATED TO THE WHITEVIEW PARKWAY IMPROVEMENT PROJECT		
<b>Presenter : Carl Cote</b>			
<p><b>Background :</b>  <u><b>UPDATE TO THE SEPTEMBER 7, 2021 BUSINESS MEETING.</b></u>            This item was heard by City Council at their September 7, 2021 Business Meeting. City Council requested additional information on this item. The Scope of Work includes a public meeting to present the findings of the study as well as a presentation of the study to City Council.</p> <p>If determined feasible and recommended to proceed, then ETM will be given approval for engineering services to provide a final design for construction of the improvements without reducing the existing roadway down to two lanes.</p> <p>Staff is requesting to fund only the feasibility study, in the amount of \$130,059 with ETM.</p> <p><u><b>ORIGINAL BACKGROUND FROM THE SEPTEMBER 7, 2021 BUSINESS MEETING.</b></u>            One of City Council objectives is to continue to enhance safety improvements at intersections and along roadways. The Whiteview Pkwy Corridor Safety improvement is designed to improve safety for both motorists and non-motorists as well as improve traffic operations along the entire corridor. Within the corridor, the segment between Wood Aspen Ln. and Rolling Sands Dr. was ranked in the top 10 for crash severity as reported in the River to Sea TPO's 2017 Crash Analysis. The proposed project will improve safety along this segment by addressing the turning movement conflicts created by the proximity of three intersections along the corridor (Rolling Sands Dr. Wood Aspen Dr., and Woodbury Dr.). The proposed design will provide access movement improvements that eliminates turning conflict by an access management plan to eliminate certain turning movements along this stretch of the White View Pkwy Corridor. In addition to the access management improvements described above, the proposed project will add either right or left--turn lanes as recommended by the completed corridor study. These improvements are intended to reduce the number of rear end collisions as well as improve traffic flow. These improvements are consistent with addressing the findings of the 2012 Florida Strategic Highway Safety Plan which identifies Intersection Crashes as an Emphasis Area. Finally, the project proposes the addition of street lighting along the entire corridor as well as the extension of the multi-purpose path system that currently ends at White Mill that will be extended to the west to provide a connection to Rolling Sands and Wood Ash Lane. The lighting provides additional safety benefit by improving visibility along the corridor for both motorists and bicyclists, while the multi-purpose path improves safety by creating a dedicated separate facility for bicyclists and pedestrian users of the corridor.</p> <ul style="list-style-type: none"> <li>• April 11, 2017, City Staff presented the project to City Council.</li> <li>• January 31, 2018, a neighborhood meeting was held.</li> </ul>			

- May, 24 2018 and June 28, 2018, staff presented the project concept and discussed the project with the Beautification and Environmental Advisory Committee.
- August 7, 2018 City Council Approved a Work Order with England-Thims & Miller Inc. (ETM) to complete the design of the project.

The City submitted an application to FDOT/TPO to seek funding for the construction of the improvements. It is currently ranked #4 on the TPO List of Prioritized Traffic Operations, Safety, and Local Initiatives Projects. City staff has had numerous discussions regarding this project for potential upcoming funding opportunities.

The previously completed design plans for Whiteview Parkway included: reducing the existing 4-lane roadway down to 2-lanes (road diet), an extension of the multi-use path from Whitemill Drive to US-1, intersection improvements, and drainage improvements associated with the roadway and path construction. Due to feedback received, ongoing development will occur along and adjacent to the corridor, as well as the potential extension of Whiteview Parkway to the west to accommodate future development to the west of the railroad tracks. It has been determined that the design should be updated to seek a modified design to not reduce the existing roadway down from 4-lanes to 2-lanes. The City negotiated and obtained a scope and fee proposed with ETM to provide services that consists of a preliminary engineering analysis to determine the feasibility of constructing the multi-use path without reducing the existing roadway down to two lanes. Services will include preliminary roadway and path design, preliminary drainage design, coordination with COPC and SJRWMD staff, and preparation of plans to the 15% design level. Upon completion of the preliminary engineering analysis a determination will be made as to whether it is feasible to proceed with the final design, permitting and final plans preparation. If determined to be feasible, then ETM will then proceed with engineering services to provide a final design for construction of the improvements without reducing the existing roadway down to two lanes.

Under the existing contract (RFSQ-CD-19-70), staff negotiated a scope and fee not-to-exceed \$382,702.00 with England, Thims & Miller, Inc. City staff has determined that the cost for engineering services are reasonable and fair and are consistent with these types of services for a project of this size and scope.

**SOURCE OF FUNDS WORKSHEET FY 21**

Transportation Impact Fee 21097011-063000-54420	\$ 30,000.00
Total Expended/Encumbered to Date.....	\$ 0
Pending Work Orders/Contracts.....	\$ 0
Current (WO/Contract).....	<u>\$ 30,000.00</u>
Balance.....	\$ 0

**SOURCE OF FUNDS WORKSHEET FY 22**

Transportation Impact Fee 21097011-063000-54420	\$ 385,000.00
Total Expended/Encumbered to Date.....	\$ 0
Pending Work Orders/Contracts.....	\$ 0
Current (WO/Contract).....	<u>\$ 352,705.00</u>
Balance.....	\$ 32,295.00

**Recommended Action :**  
ADOPT RESOLUTION 2021-XX APPROVING A WORK ORDER WITH ENGLAND-THIMS &



MILLER INC., FOR DESIGN SERVICES RELATED TO THE WHITEVIEW PARKWAY  
IMPROVEMENT PROJECT



# **White View Parkway Corridor Improvements**

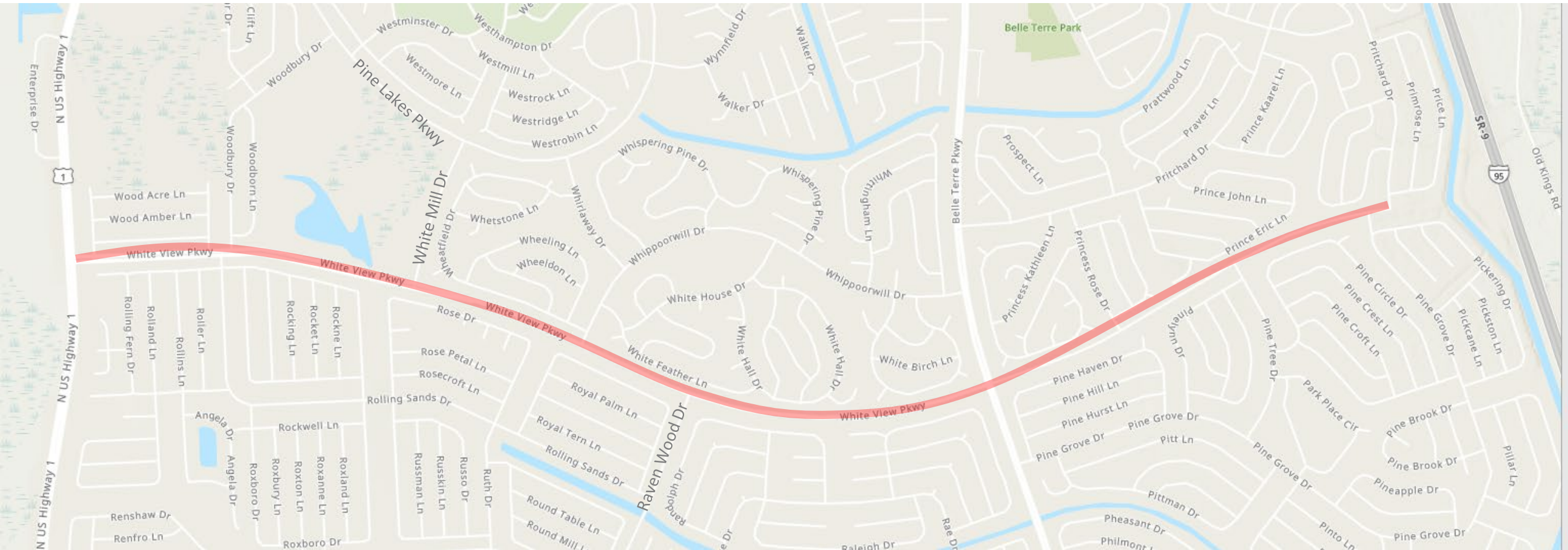
Project Update

# Project:

- Limits
- Objectives
- Overview
- Proposed Improvements
- Additional Considerations
- Feasibility Study & Design

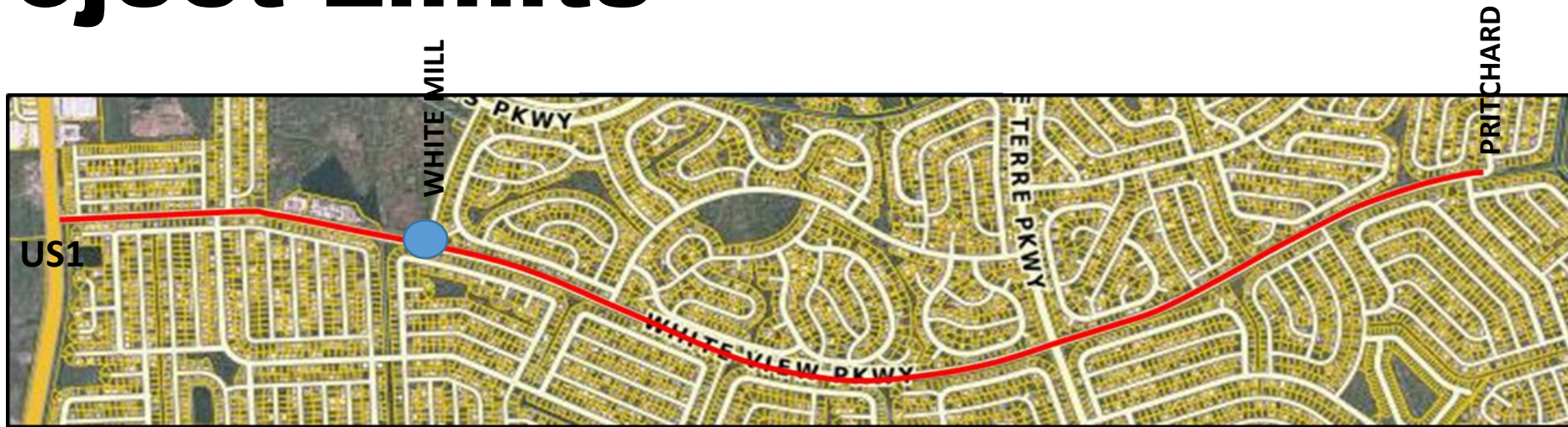


# Project Limits





# Project Limits



## US1 to White Mill

- Length – 0.85 Miles
- 120' foot Right of Way
  - 4 lane Divided Roadway
  - 11 foot travel lanes
- No paths or sidewalks

## 3.5+/- Miles Total Length

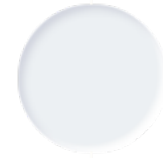
## White Mill to Pritchard

- Length – 2.65 Miles
- 120' foot Right of Way
- Two 11 foot travel lanes
- 12 foot path on southside of roadway

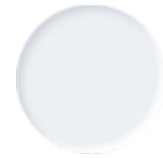




# Project Objectives



Improve Vehicular Safety



Improve Pedestrian Safety



Other Enhancements



# Vehicular Safety

2017  
Crash Analysis Report



One of the top 10  
road segments for  
crash severity  
(Wood Aspen to  
Rolling Sands)



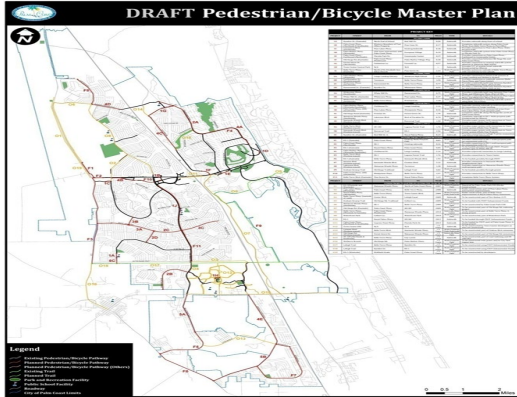
Add Left & Right  
Turn Lanes



Intersection  
Improvements  
(Restrict Median  
Openings) &  
(Deter Woodbury  
Cut-Thru Traffic)



# Pedestrian Safety



Part of City's  
Sidewalk Master  
Plan



Extend Existing  
Path from the  
White Mill  
Intersection to  
US1



Provide a Path  
Connection to the  
Wood Ash Lane to  
Provide  
Neighborhood  
Access



# Other Enhancements



## Median Landscaping

- Improve Sight Distance
  - Remove Trees with Roots Impacting Pavement
- Enhance Landscaping



## Signage

- Replace City Sign at US1 per City Sign Master Plan

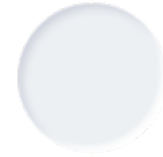


## Street Lighting & Paving

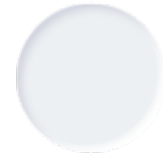
- Add Lighting Along Entire Corridor
- Resurface Roadway



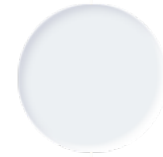
# Overview



Project Analysis



Public Participation



Project & Funding Status





# Project Analysis - 2017

Intersection	Intersection Type	2040			
		AM		PM	
		Delay	LOS	Delay	LOS
Whiteview Pkwy at US 1	Signal	21.0	C	14.1	B
Whiteview Pkwy at Wood Ash Ln	Stop	9.0/14.6	A/B	7.7/10.6	A/B
Whiteview Pkwy at Wood Aspen Ln	Stop	9.0/17.7	A/C	7.7/15.3	A/C
Whiteview Pkwy at Rolling Sands Dr	Stop	7.7/22.0	A/C	9.0/22.3	A/C
Whiteview Pkwy at Woodbury Dr	Stop	8.6/14.4	A/B	8.2/12.7	A/B
Whiteview Pkwy at Whitemill Dr	Stop	8.4/19.8	A/C	7.8/24.4	A/C
Whiteview Pkwy at Whippoorwill Dr	Stop	8.3/23.3	A/C	8.2/22.3	A/C
Whiteview Pkwy at Ravenwood Dr	Stop	8.0/27.7	A/D	8.4/29.8	A/D
Whiteview Pkwy at Belle Terre Pkwy	Signal	27.5	C	30.1	C
Whiteview Pkwy at Princess Rose Dr	Stop	7.9/11.0	A/B	7.8/10.5	A/B
Whiteview Pkwy at Pine Tree Dr	Stop	7.4/11.0	A/B	7.8/11.4	A/B

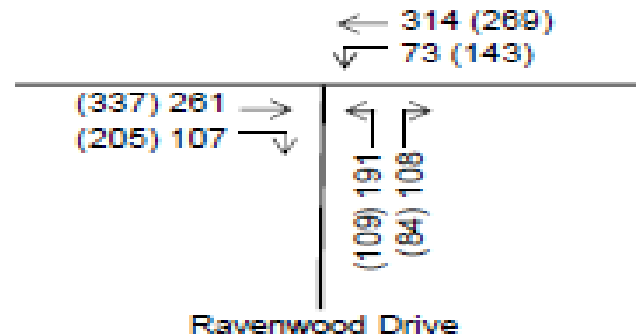
## Traffic Volume

Existing: 3,600-7,000

Future: 5,300-10,200

4-Lane Capacity: 40,800

2-Lane Capacity: 24,500



## Intersection Delays

All intersections operate at an acceptable LOS

Crash Type	2014	2015	2016	Total
Rear End	5	14	6	25
Left Turn	3	4	6	13
Angle	1	4	3	8
Pedestrian	1	0	0	1
Animal	0	2	0	2
Sideswipe	0	2	1	3
Other	2	3	3	8
<b>Total</b>	<b>12</b>	<b>29</b>	<b>19</b>	<b>60</b>

## Crashes

All intersections operate at an acceptable LOS



# Project Analysis

## 2017 Technical Report Conclusion

- *Based on the traffic forecasts developed for the Technical Memorandum, an analysis was conducted to evaluate the existing and future operational conditions.*
- *The analysis showed that the White View Pkwy corridor would be able to accommodate traffic through the design year (2040) except at the intersection of White View Parkway at Ravenwood Drive.*
- *The proposed recommendation is the most cost effective solution to implement the safety improvements.*

## Recommendation:

- Road Diet - Convert 4-Lane Section to 2-Lanes to Add Turn Lanes & Pedestrian Path
- Add Turn Lanes to 2-Lane Section of Roadway

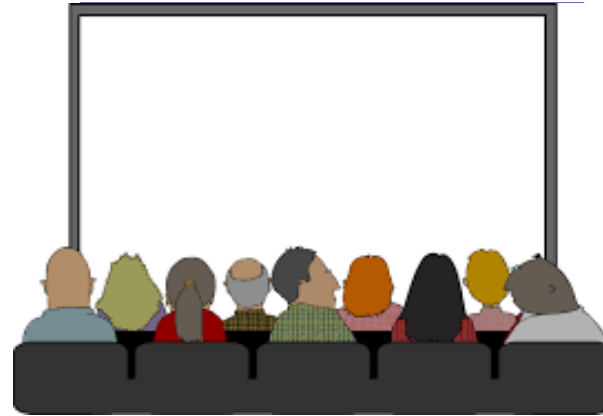
Intersection	Proposed Turn Lane	Total Turn Lane Length (ft)
Whiteview Pkwy at Wood Ash Ln	EB Left Turn Lane	245
Whiteview Pkwy at Wood Aspen Ln	EB Left Turn Lane	245
Whiteview Pkwy at Rolling Sands Dr	WB Left Turn Lane	245
	EB Right Turn Lane	245
Whiteview Pkwy at Woodbury Dr	EB Left Turn Lane	245
Whiteview Pkwy at Whitemill Dr	EB Left Turn Lane	245
	WB Right Turn Lane	285
	SB Right Turn Lane	245
Whiteview Pkwy at Whippoorwill Dr	EB Left Turn Lane	340
Whiteview Pkwy at Ravenwood Dr	WB Left Turn Lane	340
	EB Right Turn Lane	340
	NB Right Turn Lane	255
Whiteview Pkwy at Princess Rose Dr	EB Left Turn Lane	255



# Public Participation



April 11, 2017  
Conceptual Plans  
Presented to City  
Council



January 31, 2018  
Public Meeting



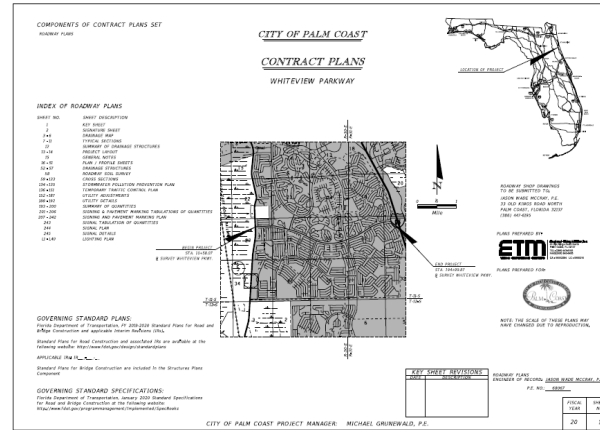
May 24, 2018 &  
June 28, 2018  
Project Presented and  
Concept Approved by  
the City's Beautification  
and Environmental  
Advisory Committee



# Project Status



August 7, 2018  
City Council  
approved Design  
Contract



2019  
Design Completed  
(except landscaping)



Spring 2019  
Project Submitted  
to TPO/FDOT for  
Construction  
Funding



# Project Funding Status

River to Sea Transportation Planning Organization

River to Sea TPO List of Prioritized Traffic Operations, Safety, and Local Initiatives Projects

2021 LIST OF PRIORITY PROJECTS

<i>Tier "B" - Projects Ready for Funding</i>											
Rank <sup>6</sup>	Project Name	Project Limits	Description	Project Sponsor	Performance Measure	Unfunded Phase(s)	Estimated Total Project Cost	Local Match	Year Submitted	Project Score	Comments
1	Beach Street - Complete Streets Retrofit	Orange Ave to Main/Fairview St	Complete Street	Daytona Beach	Safety, System Performance	PE - \$375,000 (LF) CST - \$7,440,000 CEI - \$744,000	\$8,559,000	10%	2018	60.63	
2	Dunlawton Ave/Clyde Morris Blvd Intersection Improvements	Dunlawton Ave at Clyde Morris Blvd	Intersection Improvements	Port Orange	System Performance	PE - \$111,448 CST - \$542,892 CEI - \$135,723	\$790,063	0%	2018	60.25	
3	Dunlawton Ave at City Center Pkwy/Victoria Gardens Blvd	Dunlawton Ave at City Center Pkwy/Victoria Gardens Blvd	Intersection Improvements (Add WB Right-Turn Lane on Dunlawton Ave)	Port Orange	System Performance	PE - \$85,270 CST - \$526,078 CEI - \$131,534	\$742,882	0%	2016	59.50	
4	White View Pkwy - Corridor Safety Improvements	US 1 to Pritchard Dr	Corridor improvements	Palm Coast	Safety, System Performance	CST - \$4,109,478 CEI - \$268,000	\$3,521,248	10%	2019	78.27	PE Complete - Locally Funded

Project is Currently Being Considered for Inclusion in FDOT 5-Year Work Program





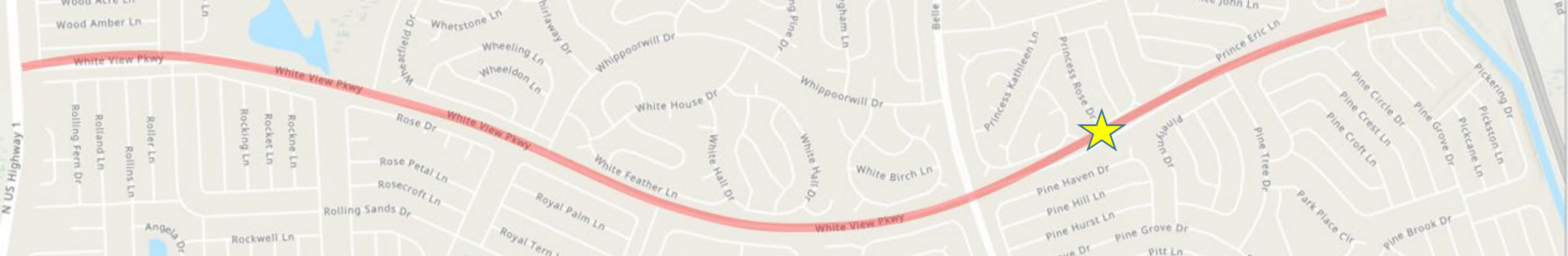
# Proposed Improvements

## Summary

- Addition of 10 Turn Lanes
- Median Opening Restrictions & Additions
  - For Safety and Reduction of Cut-Thru Traffic on Woodbury Drive
  - Addition of Openings for U-Turn Movements
- Extension of multi-use path from White Mill Dr. to US1
- Continuous Street Lighting
- Resurfacing of Roadway
  - Extents determined based upon project timing and road condition (PCI)







Princess Rose Drive  
Existing Conditions

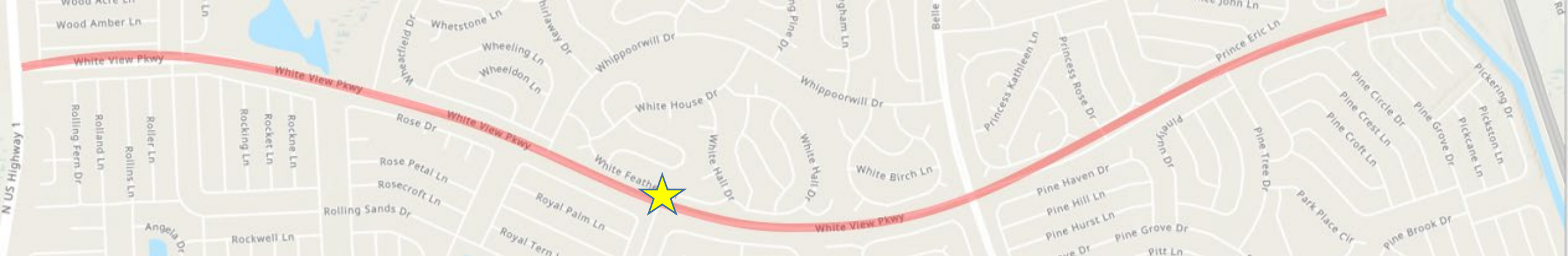


Princess Rose Drive  
Proposed Design

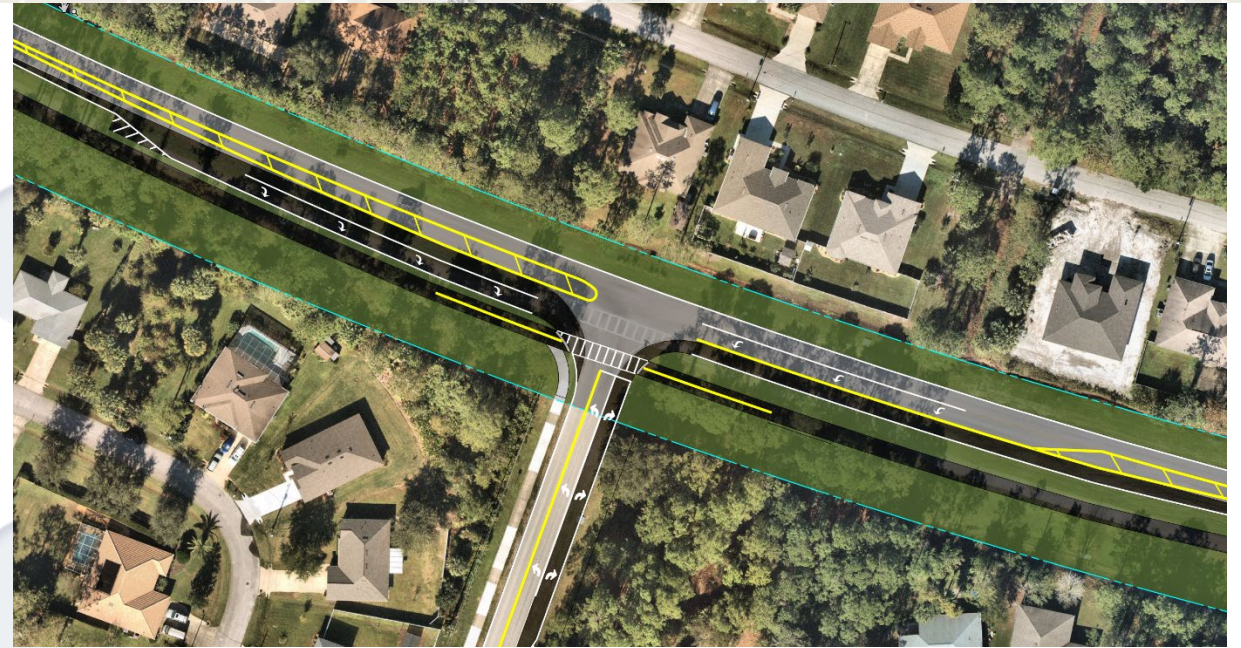


# Proposed Improvements





Ravenwood Drive  
Existing Conditions

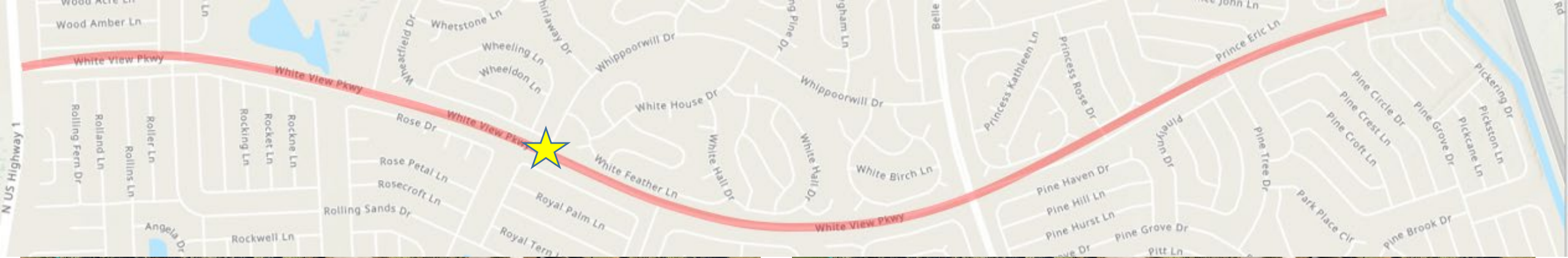


Ravenwood Drive  
Proposed Design



# Proposed Improvements





Whippoorwill Drive  
Existing Conditions



Whippoorwill Drive  
Proposed Design

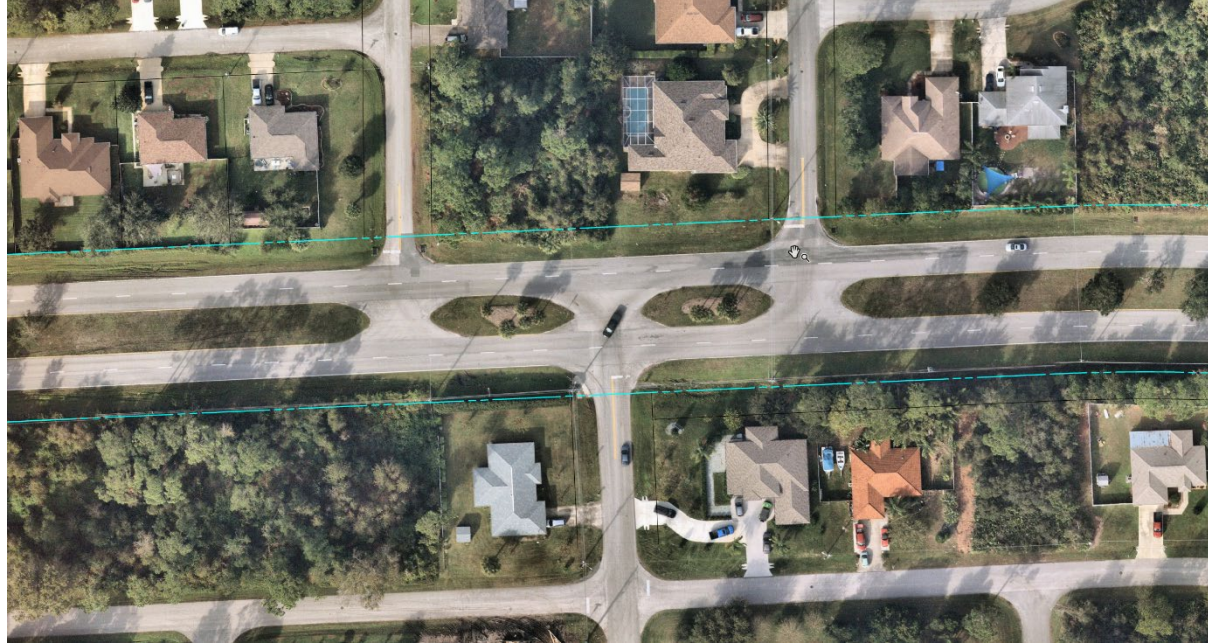
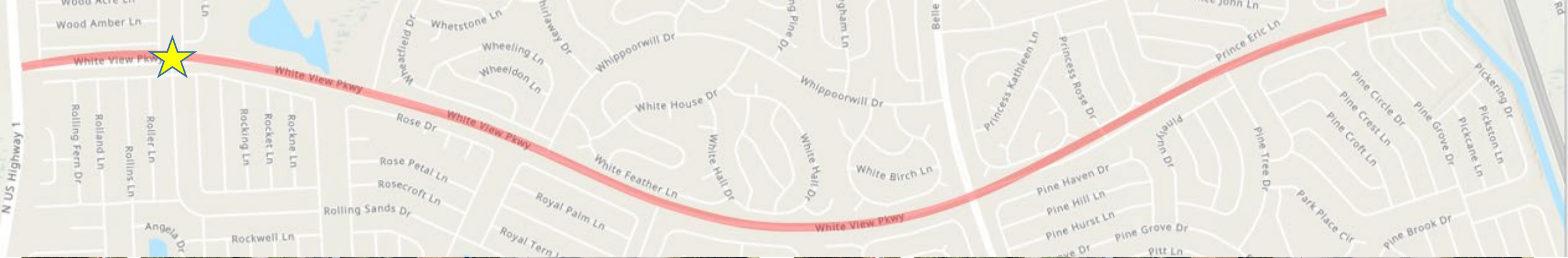
# Proposed Improvements











Rolling Sands Drive  
Existing Conditions

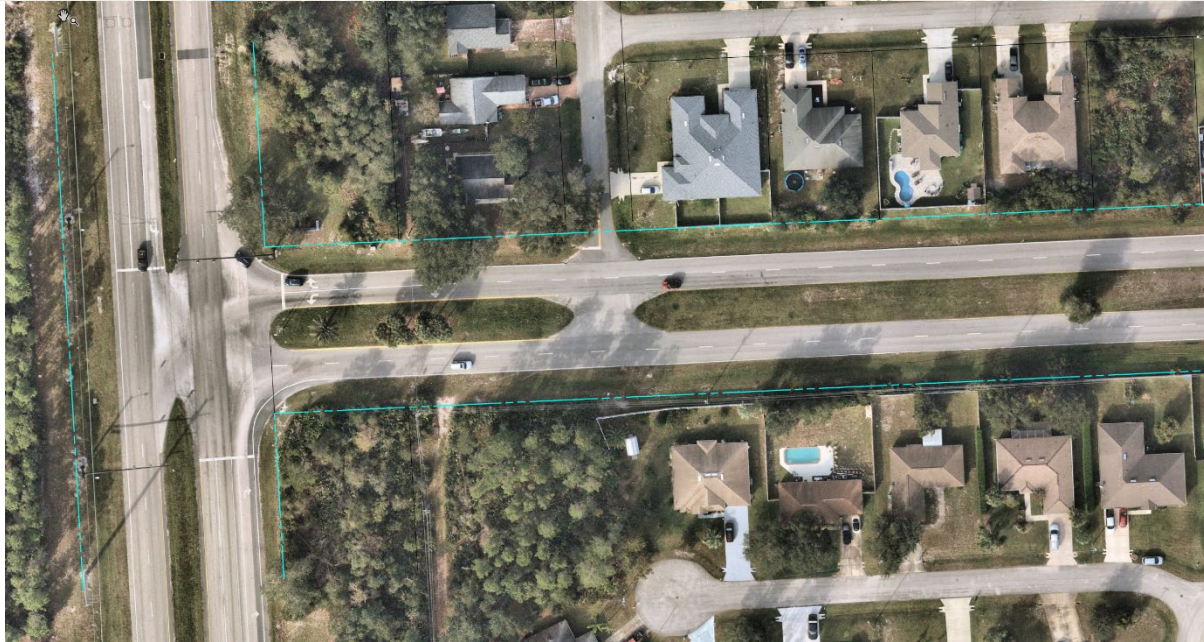
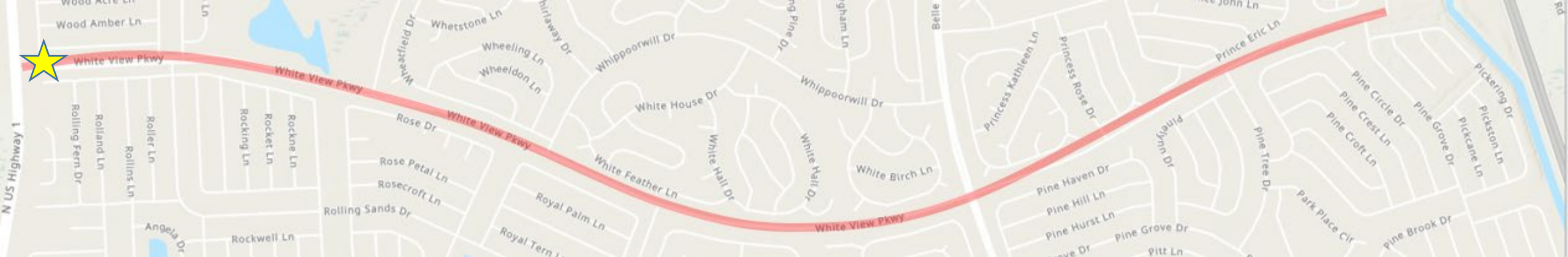


Rolling Sands Drive  
Proposed Design

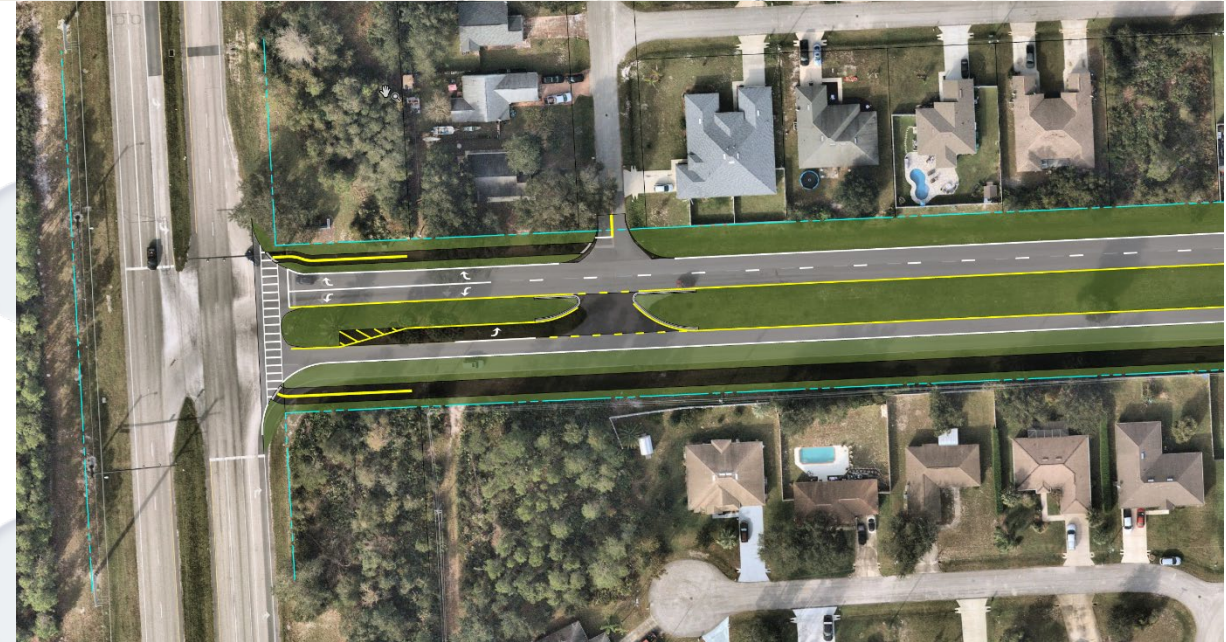


# Proposed Improvements





Wood Ash Lane  
Existing Conditions



Wood Ash Lane  
Proposed Design




# Proposed Improvements



# Proposed Improvements



 Existing Conditions Whiteview Parkway  
Palm Coast, Florida  
March 12, 2018



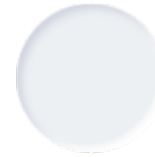
 Proposed Design Whiteview Parkway  
Palm Coast, Florida  
March 12, 2018



# Additional Considerations



Recently Approved Developments



Permitting Activity



Potential Extension of White View Parkway



# Whiteview Village

- **202 Single Family Homes**
  - 413 Trips added to White View Parkway
- **29 Acres Commercial**
  - Additional Trips to White View Parkway TBD upon Development Review



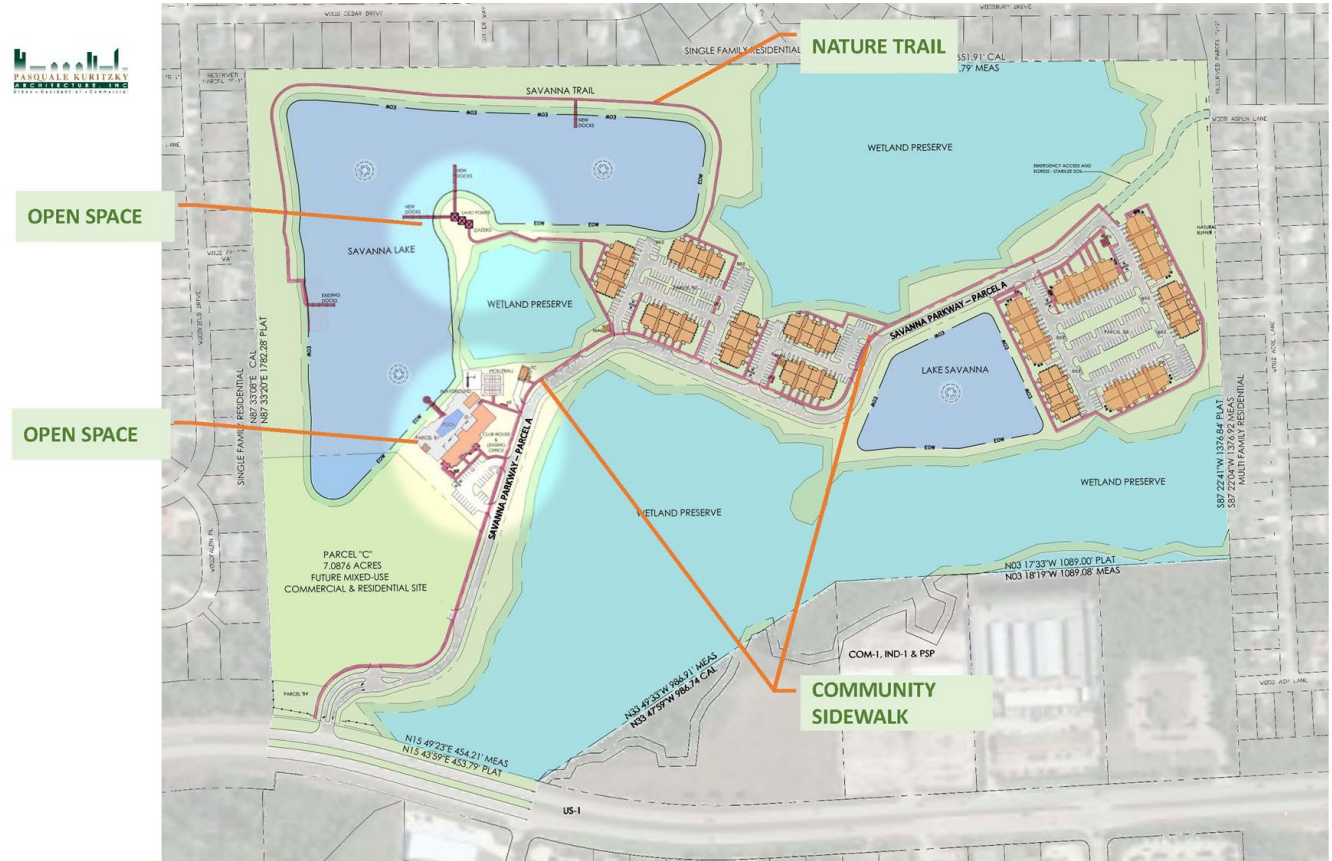
WHITEVIEW MASTER PLANNED DEVELOPMENT





# Aviara Palm Coast

- **256 Apartments**
  - 122 Daily Trips added to White View Parkway
- **7 Acres Mixed Use Commercial/Residential**
  - Additional Trips to White View Parkway TBD upon Development Review



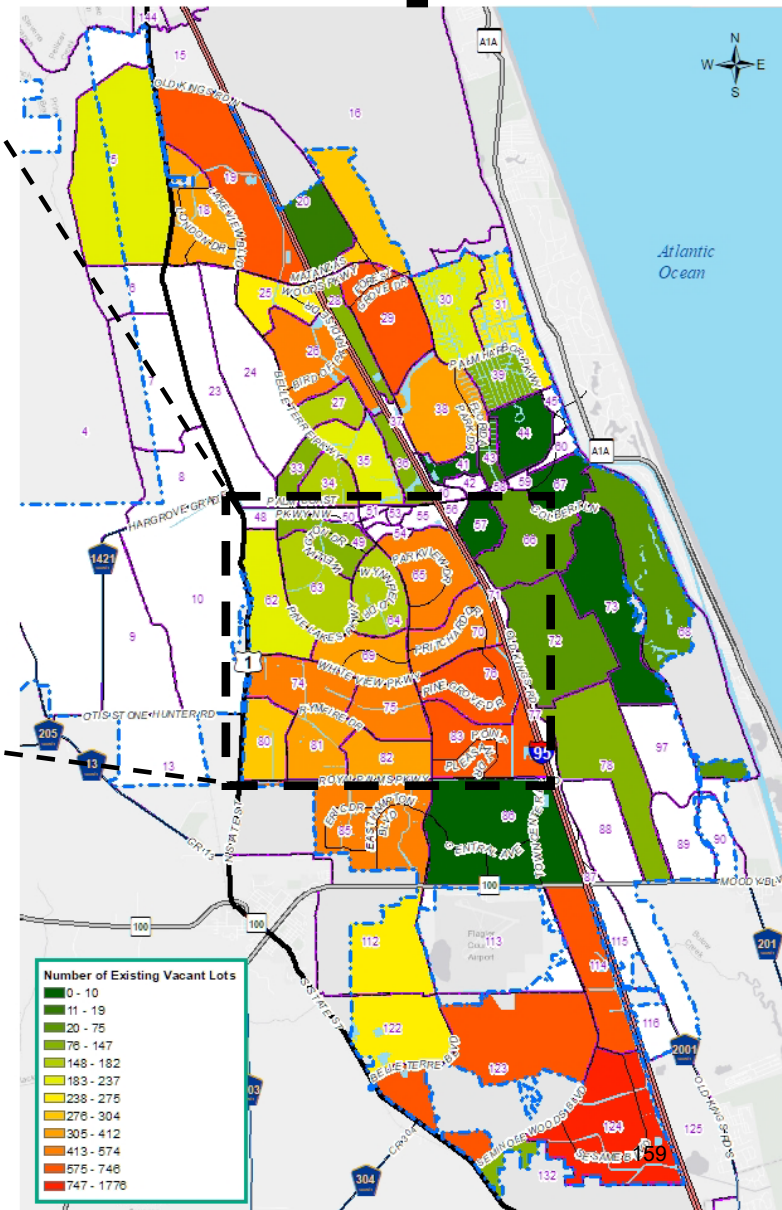
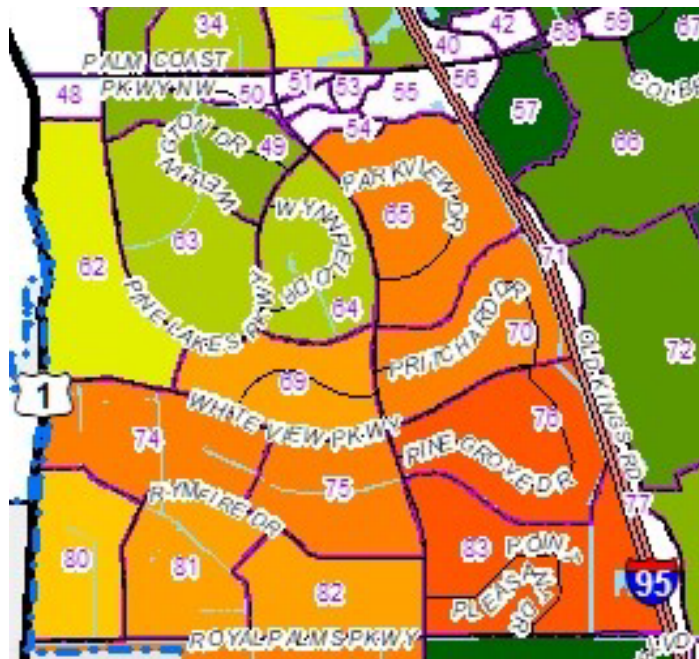
# Residential Development

- **Residential Lots**

- 53,478 Total
- 15,172 Vacant (28.37%)

- **Dwelling Units Permitted**

- 2017: 694
- 2018: 881
- 2019: 1327
- 2020: 1605
- 2021: 1,712 thru 9/30





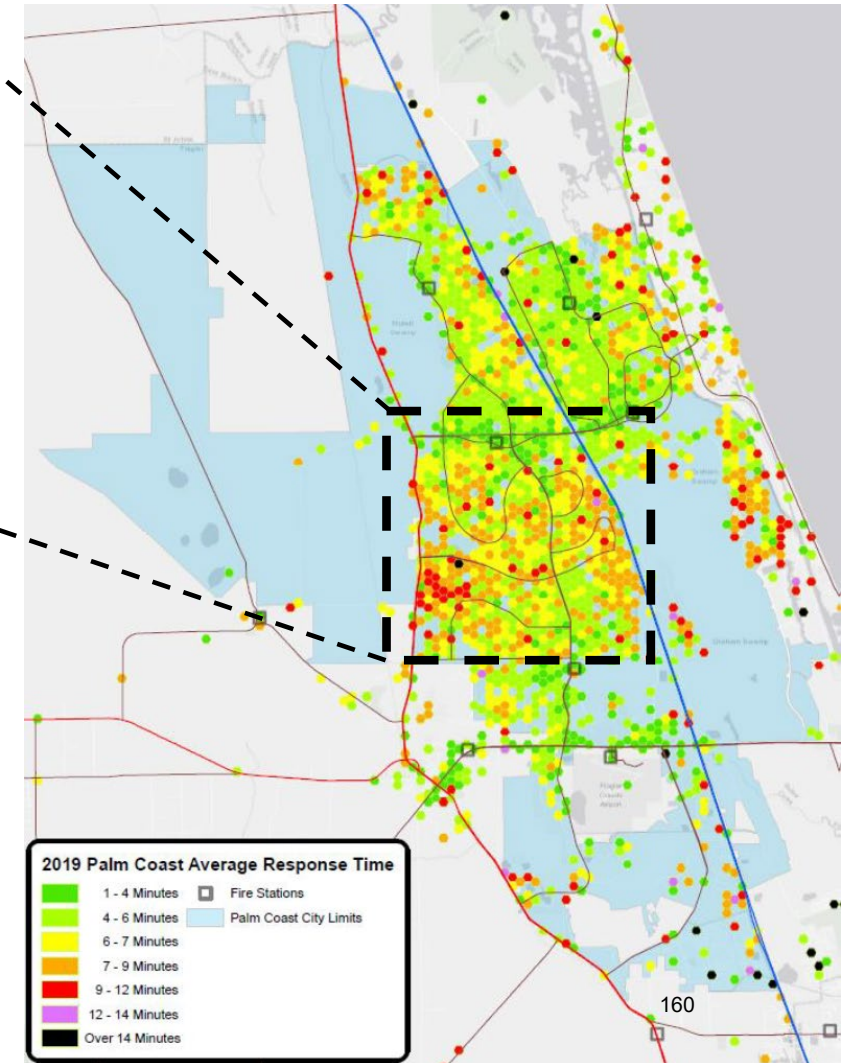
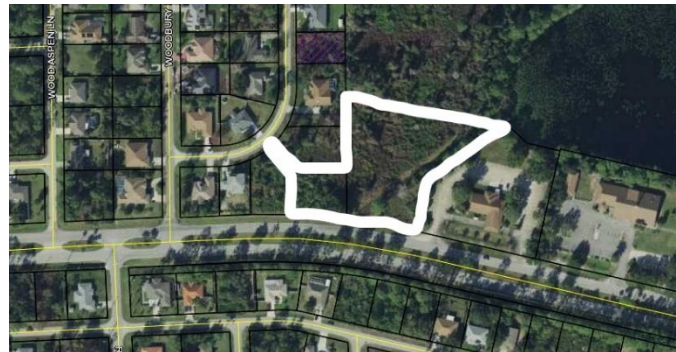
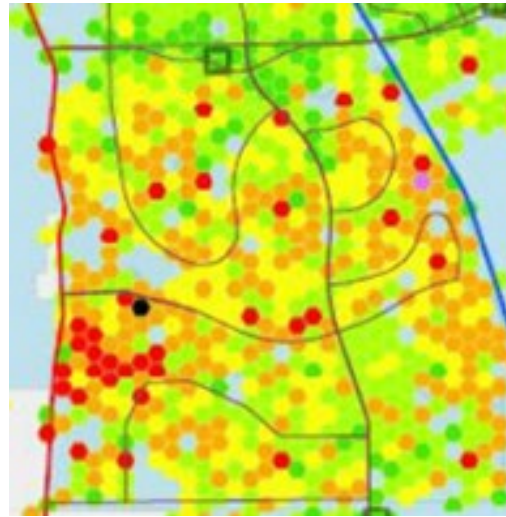
# Fire Station Analysis & Long Range Plan

- **Response Time Study**

- Mini Fire Station to be Located on Whiteview

- **Fire Station Site**

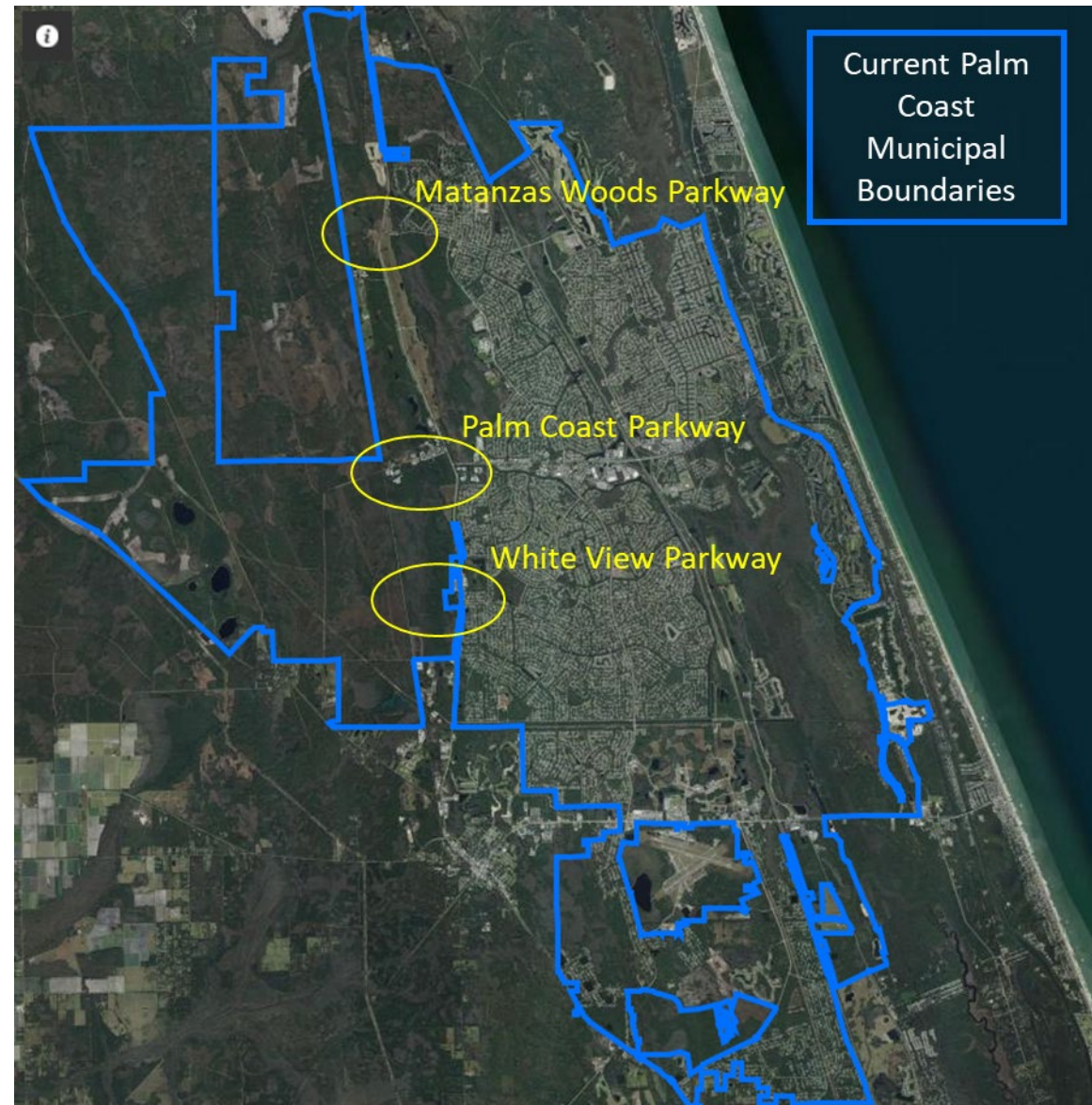
- Currently Negotiating Purchase of Land from Whiteview Village Development
- Currently Negotiating Land Swap of Residential Lot



# Legislative Priority

## Transportation Access to the West

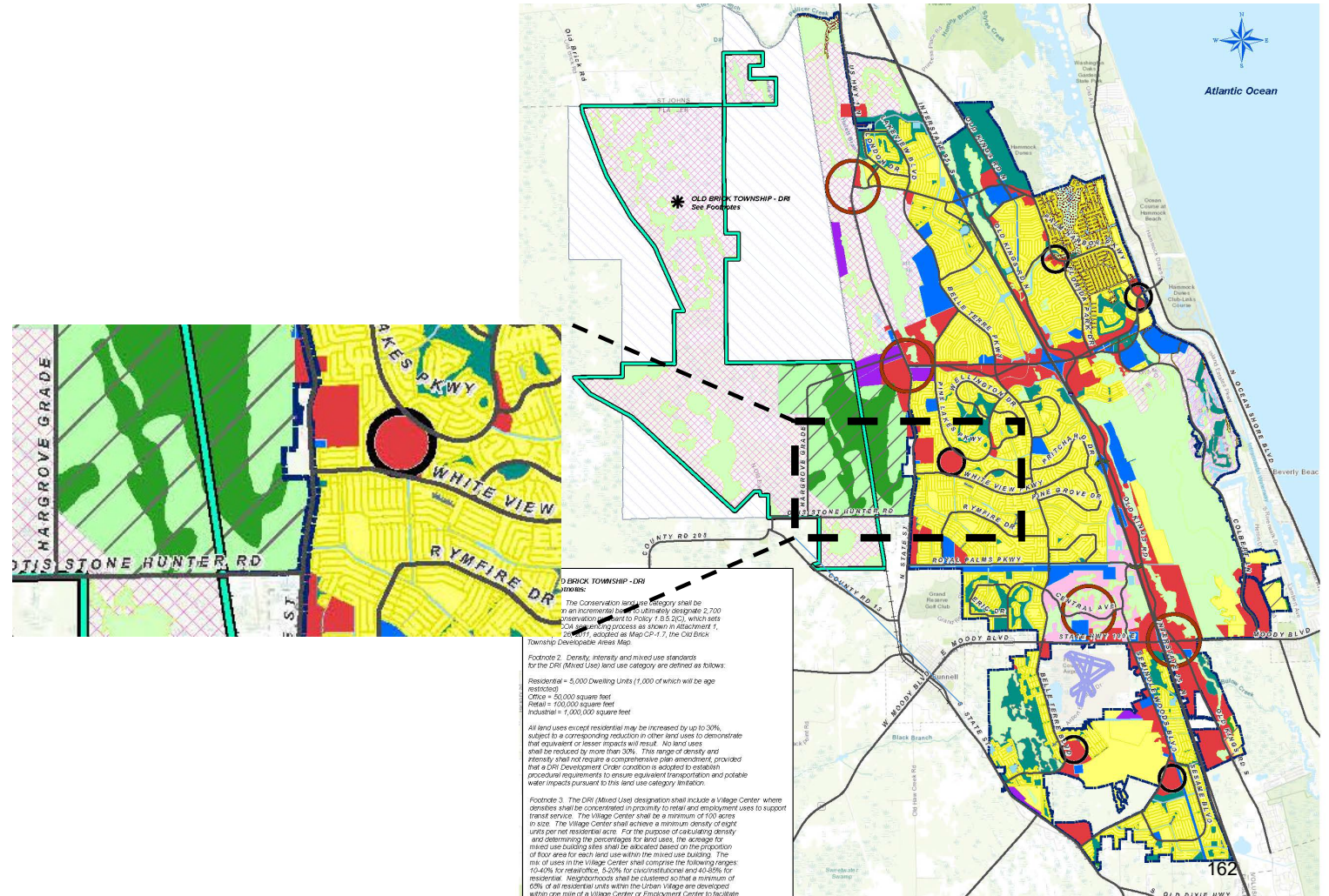
- Neoga Lakes DRI
- Old Brick DRI
- **Additional Lands to be Annexed**
  - 11,683 Acres of Development
  - 12,000 Units of Residential
  - 3.64 million SF of Commercial





# White View Parkway Western Extension

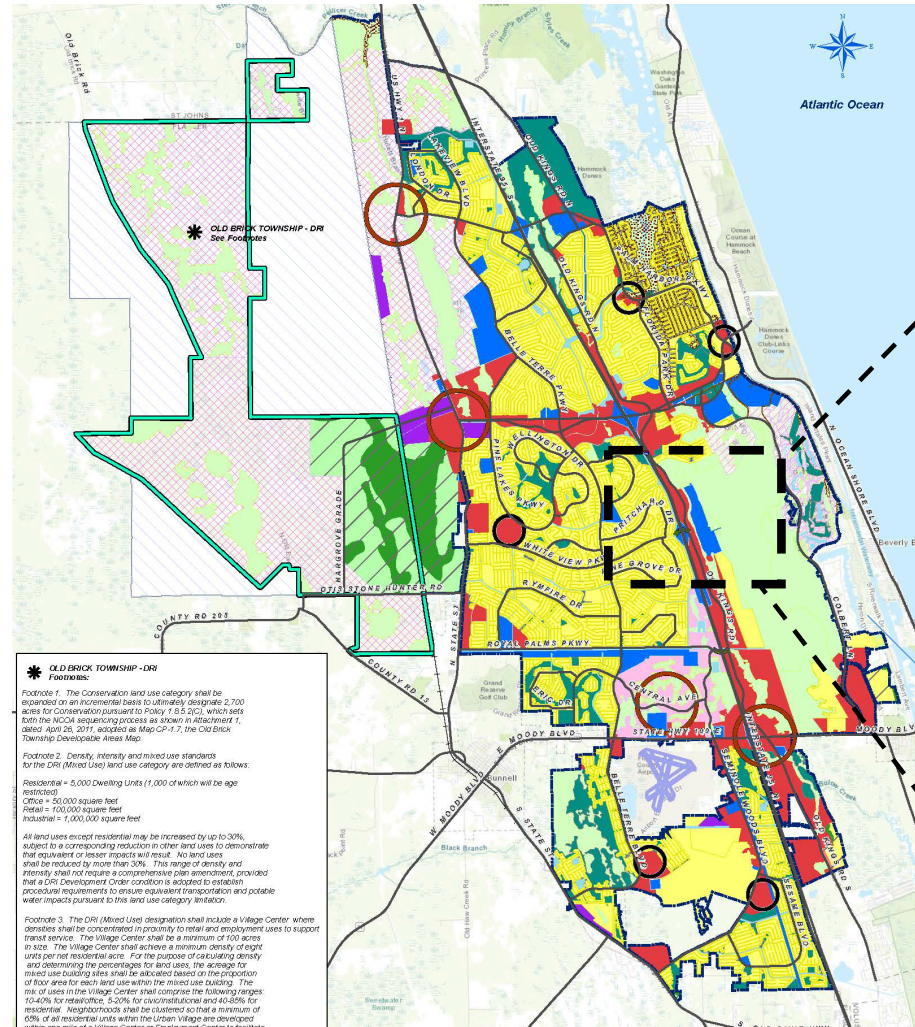
- Neoga Lakes DRI
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- Additional Lands to be Annexed
  - 11,683 Acres of Development
  - 12,000 Units of Residential
  - 3.64 million SF of Commercial



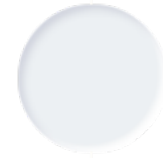


# White View Parkway Eastern Extension

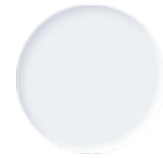
- Old Kings Road
  - 711 Developable Acres
  - City Owns Lands & Easements to Provide an Additional East-West Connector over I95 for Traffic Circulation & an Evacuation Route



# Proposed Feasibility Study & Design



Feasibility Study



Design Services



# Feasibility Study

Preliminary engineering analysis to determine the feasibility of constructing the multi-use path without reducing the existing roadway down to two lanes.

- Roadway Analysis:
  - Any Easements or Right-of-Way Needed
  - Any Elimination of Right-Turn Lanes Needed
- Drainage Analysis / SJRWMD Coordination:
  - Any Easements or Right-of-Way Needed
  - Permitting or any Stormwater Impacts
- Listing of Benefits & Implications of Design Change
- High Level Budgetary Cost Impact
- Public Meeting Presentation of Study

Fee: \$130,059.00 (*included in 2022 budget*)





# Proposed Improvements



Existing Conditions



Feasibility Study Analysis



# Design Services

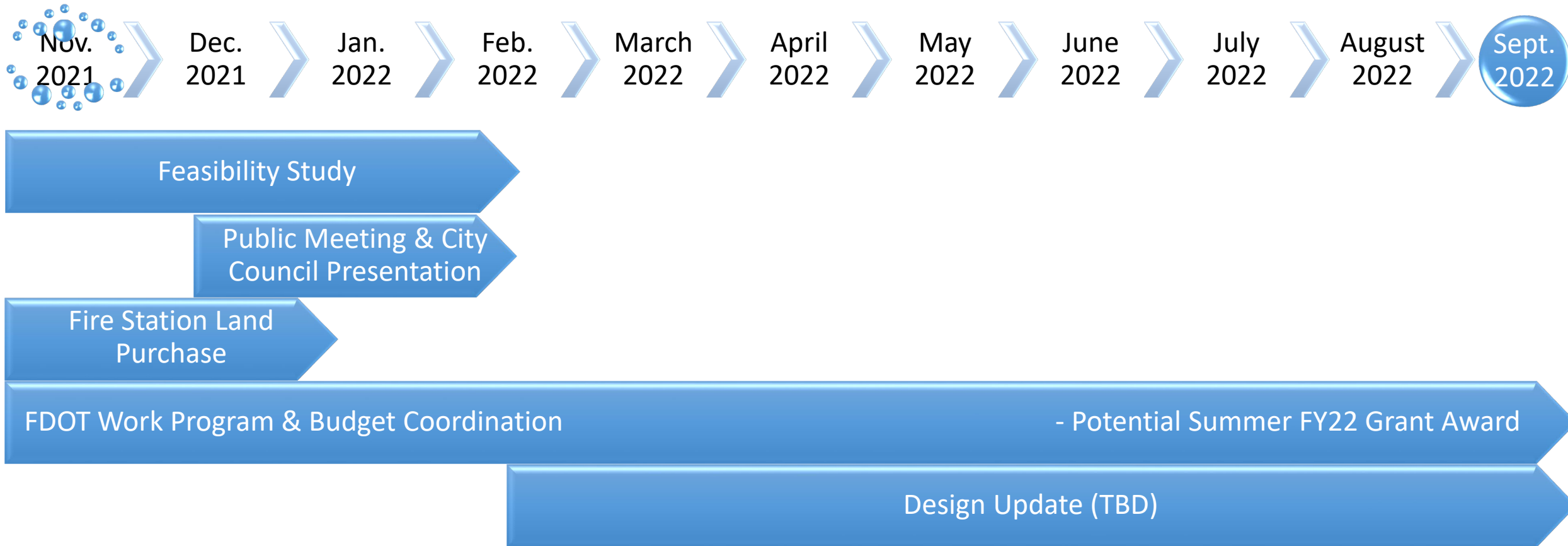
Upon Completion of the Feasibility Study a Presentation will be made to City Council with the findings for review and determination of the whether or not to proceed with the design change.

If determined to proceed then ETM will then be given direction to proceed with engineering services to provide a final design for construction of the improvements without reducing the existing roadway down to two lanes.

Fee: TBD at completion of Feasibility Study  
*(anticipated cost to be around \$250,000.00 and includes completion of landscape & irrigation design)*



# Project Timeline - Preliminary





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# Questions



**RESOLUTION 2021-\_\_\_\_\_**  
**WHITEVIEW PARKWAY IMPROVEMENT PROJECT**

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

**WHEREAS**, England-Thims & Miller Inc., has expressed a desire to provide preliminary design services related to the Whiteview Parkway Improvement Project, for the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires for England-Thims & Miller Inc., to provide design services for the above mentioned project.

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

**SECTION 1. APPROVAL OF WORK ORDER.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the work order, in the amount of \$130,059, with England-Thims & Miller, Inc., to provide preliminary engineering design services, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 19<sup>th</sup> day of October 2021.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
DAVID ALFIN, MAYOR

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

Attachment: Exhibit "A" – Proposal England-Thim & Miller, Inc.

Approved as to form and legality

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

SCOPE OF SERVICES FOR  
WHITEVIEW PARKWAY  
PRELIMINARY ENGINEERING  
ETM PROJECT NO. 21-258-99  
Submitted 8-2-2021

**Purpose**

The previously completed design plans for Whiteview Parkway included: reducing the existing 4-lane roadway down to 2-lanes (road diet), an extension of the multi-use path from Whitemill Drive to US-1, intersection improvements, and drainage improvements associated with the roadway and path construction.

This scope of work consists of a preliminary engineering analysis to determine the feasibility of constructing the multi-use path without reducing the existing roadway down to two lanes. Services will include preliminary roadway and path design, preliminary drainage design, coordination with COPC and SJRWMD staff, and preparation of plans to the 15% design level. Final design and final plans preparation will be provided under a subsequent scope of services.

**Task - Roadway Analysis**

This task includes the horizontal design of the proposed roadway and path improvements, without the road diet. The design shall include roadway horizontal alignments, lane widths, pavement cross-slopes, lane transitions, multi-use path, and milling/resurfacing limits.

**Task - Roadway Plans**

This task includes modification of the previously prepared plans as needed for the revised design. The plans will be prepared in accordance with City of Palm Coast standards. Plans will include: Key Sheet, Drainage Maps, Typical Section Sheets, General Notes Sheet, and Plan Sheets.

**Task - Drainage Analysis**

It is anticipated that many of the existing roadside swales will be replaced with a piped storm drain collection system, to allow for the multi-use path construction. This task includes preliminary engineering analysis and design for the storm drain inlets and pipe associated with the roadway and multiuse path improvements.

**Task - SJRWMD Coordination**

This task includes coordination with SJRWMD staff to verify the anticipated project exemptions from storm water treatment and attenuation requirements. It is anticipated that the project will utilize three permit exemptions for: Minor Roadway Safety Construction (62-330.051(4)(b)), Extension of Existing Culverts (62-330.051(9)(c)), and Recreational Paths (62-330.051 (10)). This task includes submittals, responding to Requests for Information (RFI), and coordination with District staff.

**Task - Signing and Pavement Markings**

This task includes the preliminary design of pavement markings and roadside signage as required for the project improvements. The design and plans shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). This task will include design improvements for the mid-block cross walk at the White Mill Drive intersection.

**FEE SUMMARY**

Roadway Analysis .....	\$59,755
Roadway Plans.....	\$15,711
Drainage Analysis .....	\$31,486
SJRWMD Coordination .....	\$7,265
Signing and Pavement Markings .....	<u>\$15,842</u>
TOTAL	\$130,059

**ITEMS NOT INCLUDED**

The exclusions below are listed primarily to define the scope of this project. Should any of these services be required, we will be pleased to provide you with a quotation to perform them.

- Final Design Work
- Temporary Traffic Control Plans
- Stormwater Facility Design
- Geotechnical Engineering
- Utility Design
- Lighting Design
- Traffic Signalization Design
- Surveying
- Subsurface Utility Exploration
- Wetland Investigation
- Environmental Investigations
- Permitting
- Permit Fees



Consultant Name: England, Thims & Miller, Inc.  
 WPI No.:  
 State Project No.:  
 FAP No.:

Name of Job: Whiteview Parkway  
 From: US-1  
 To: Pritchard Dr.  
 Length:  
 Date: 31-Jul-21

Estimator's Name: Matt Maggiore, P.E.

No./ACTIVITY	PRINCIPAL		PROJECT MANAGER		SENIOR ENGINEER		ENGINEER		DESIGNER				MANHOURS BY ACTIVITY	SALARY COST BY ACTIVITY	AVERAGE HOURLY RATE
	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE			
A. Roadways Plans Package															
1. Roadway Analysis	18	\$245.00	91	\$180.00	54	\$195.00	91	\$157.00	108	\$131.00			362	\$59,755.00	\$165.07
2. Roadway Plans	5	\$245.00	24	\$180.00	14	\$195.00	24	\$157.00	28	\$131.00			95	\$15,711.00	\$165.38
3. Drainage Analysis	10	\$245.00	48	\$180.00	29	\$195.00	48	\$157.00	55	\$131.00			190	\$31,486.00	\$165.72
4. SJRWMD Coordination	2	\$245.00	11	\$180.00	7	\$195.00	11	\$157.00	13	\$131.00			44	\$7,265.00	\$165.11
B. Signing and Pavement Markings	5	\$245.00	24	\$180.00	14	\$195.00	24	\$157.00	29	\$131.00			96	\$15,842.00	\$165.02
<b>TOTAL MANHRS &amp; TOTAL COST</b>	<b>40</b>		<b>198</b>		<b>118</b>		<b>198</b>		<b>233</b>		<b>0</b>		<b>787</b>	<b>\$130,059.00</b>	<b>\$165.26</b>

TOTAL CONTRACT COST COMPUTATIONS

Total Activity Salary Costs: \$130,059.00

Subcontract Items:

Base Fee: \$130,059.00

Grand Total: \$130,059.00













# City of Palm Coast, Florida

## Agenda Item

Agenda Date: October 12, 2021

<b>Department</b>	Information Technology	<b>Amount</b>	\$910,000 (not to exceed)
<b>Item Key</b>		<b>Account #</b>	65052525-051020-99080 65052525-064000-99080 54029000-034000-99080
<b>Subject</b>	RESOLUTION 2021-XX APPROVING THE PURCHASE OF MATERIALS, EQUIPMENT, CONSULTING SERVICES AND RELATED EXPENSES TO THE ENTERPRISE RESOURCE PLATFORM (ERP) UPDATE		
<b>Presenter : Doug Akins, Director of Information Technology</b>			
<p><b>Background:</b>  <b>COUNCIL PRIORITY:</b>  <b>D. Service Delivery and Efficiency:</b>  <b>13)Conduct a cost-benefit analysis regarding implementation and ongoing maintenance of existing and proposed platform(s) (Enterprise Resource Platform).</b></p> <p>The City of Palm Coast currently operates on version 11.3 of Tyler Technology’s Munis product. Version 11 was released by Tyler on January of 2016 and the City upgraded its system on August of that year. Since that time, the Munis system hasn’t been upgraded or invested in. The City is at a critical point where it is necessary the City upgrade our software in order to continue to receive support.</p> <p>Utility Billing runs on Tyler’s Utility Billing (UB Classic) module which is no longer being developed or invested in by Tyler. Tyler is moving all their customers to the new module, Utility Billing Customer Information System (UBCIS).</p> <p>In December 2020, the City began working with Government Finance Officers Association (GFOA) for an ERP and Business Process review. Over the course of several months, GFOA analyzed most of the major business processes of the City including, but not limited to, Finance, HR and Community Development processes. GFOA provided several recommendations on how these processes should be improved. There are several areas, in Human Resources especially, where there is a crucial lack of adequate software support. As a result, many cumbersome workarounds have been put in place to accommodate for the lack of software support. Implementing software solutions, and standardizing the business processes will go a long way in supporting the staff.</p> <p>This modernization project not only advances the product version, but also moves the City from an on-premises deployment to a cloud, or software as a service (SaaS), deployment. Being on Tyler’s SaaS environment has several advantages. One of the most important is the ability to easily stay on the most current version of the product, avoiding the current situation the City is experiencing. It also offloads the management of the server, infrastructure, back-end maintenance and security. Another benefit is the high availability of accessing the system. The City will be able to access MUNIS from anywhere there is an internet connection.</p> <p>This is a large project that will span multiple years and constitute a large effort by City staff. The first phase of the project will be upgrading our Munis environment to the 2019 version while moving to their SaaS platform (Software as a Service, i.e. Cloud). The second phase of the project will involve migrating Utility from UB Classic to UBCIS, while concurrently implementing some foundational modules for future business process improvements. Phases three through five are all focused on implementing modules and changes related to business process improvements. Phase six would be another upgrade to the latest version of Munis.</p>			

An estimated breakdown of project cost and source of funds worksheet is listed below.

**ESTIMATED PROJECT COST**

Munis Core Upgrade/SaaS Migration.....	\$350,000.00
Utility Billing Upgrade.....	\$200,000.00
ERP Modernization.....	\$360,000.00

**SOURCE OF FUNDS WORKSHEET FY 2022**

IT INTERNAL MUNIS ANNUAL MAINTENANCE	65052525-051020-99080	\$	160,000.00
IT INTERNAL CAPITAL ERP UPGRADE	65052525-064000-99080	\$	550,000.00
UTILITY CAPITAL ERP UPGRADE	54029000-034000-99080	\$	200,000.00
Total Expended/Encumbered to Date.....		\$	0,000.00
Pending Work Orders/Contracts.....		\$	0.00
Current Project.....		\$	<u>910,000.00</u>
Balance.....		\$	0,000.00

**Recommended Action :**

**ADOPT RESOLUTION 2021-XX APPROVING THE PURCHASE OF MATERIALS, EQUIPMENT, CONSULTING SERVICES AND RELATED EXPENSES TO THE ENTERPRISE RESOURCE PLATFORM (ERP) UPDATE**



# City of Palm Coast ERP Modernization



# What is an ERP?

01

## Financials

General Ledger, Invoicing,  
Accounts Payable,  
Treasury, Budgeting

02

## Human Resources

Position Control, Benefits,  
Payroll, Onboarding,  
Recruitment, Time Entry

03

## Asset Management

Manages Asset Lifecycle,  
Inventory, Service and  
Work Order

04

## Business Processes

Automates and  
Standardizes Business  
Processes, and Enforces  
Business Policies.

---

Palm Coast's ERP

# Tyler Technologies' Munis

In 2009, Tyler Technologies' Munis was installed as the City's ERP system. For over a decade it has managed the City's Financials, HR and Utility Billing.



2016

Munis 11 Installed



GFOA begins business process review **DEC 2020**

No investment in Munis for 5 years

Munis support ends for critical functions

01

02

03



**DEC 2021**

**Phase 1**  
October 2021 – April 2022  
Upgrade to version 2019 of Munis and  
move from on-prem to SaaS.

01

02

**Phase 2**

May 2022 – December 2022  
Migration to UBCIS and foundational  
technical items for business process  
improvements.

**Phase 3-5**  
August 2022 – January 2023  
Module installations and business  
process improvements.

03-05

06

**Phase 6**

Feb 2023 – April 2023  
Upgrade to latest version of Munis.

**Phase 1**  
October 2021 – April 2022  
Upgrade to version 2019 of Munis and  
move from on-prem to SaaS.

01

02

**Phase 2**

May 2022 – December 2022  
Migration to UBCIS and foundational  
technical items for business process  
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**Phase 3-5**  
August 2022 – January 2023  
Module installations and business  
process improvements.

03-05

06

**Phase 6**

Feb 2023 – April 2023  
Upgrade to latest version of Munis.

Thank you

**RESOLUTION 2021-\_\_\_\_**  
**ENTERPRISE RESOURCE PLATFORM (ERP) MODERNIZATION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE PURCHASE OF MATERIALS, EQUIPMENT, CONSULTING SERVICES AND RELATED EXPENSES FOR THE ENTERPRISE RESOURCE PLATFORM (ERP) MODERNIZATION; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City Council adopted and approved the 2022 Fiscal Year Budget on September 22, 2021, which included approved expenses, in an amount not-to-exceed \$910,000, related to technology upgrades in the Utility Capital Projects Fund, IT Operations Internal Services Software & Consulting, and IT Internal Services Operations Capital Outlay; and

**WHEREAS**, the City of Palm Coast desires enter into agreements with various vendors for the purchase and installation of materials, equipment, software, as well as consulting services, in an amount not-to-exceed \$910,000, to upgrade and improve the Enterprise Resource Platform (ERP) system.

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

**SECTION 1. APPROVAL OF PURCHASES & CONTRACTS.** The City Council of the City of Palm Coast hereby approves the purchase and installation of equipment, software, technology infrastructure, and consulting services related to improvements and upgrade of the Enterprise Resource Platform (ERP), in an amount not-to-exceed \$910,000, with various vendors.

**SECTION 2. AUTHORIZATION TO NEGOTIATE AND EXECUTE CONTRACTS/PURCHASE AGREEMENTS.** The City Manager, or designee, is hereby authorized to negotiate any contracts and purchase agreements and execute any necessary documents for the installation of equipment, software, technology infrastructure, and consulting services related to the improvements and upgrade of the Enterprise Resource Platform (ERP).



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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 19th day of October, 2021.

CITY OF PALM COAST, FLORIDA

ATTEST:

\_\_\_\_\_  
DAVID ALFIN, MAYOR

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

Approved as to form and legality

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

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: October 12, 2021

<b>Department</b>	Information Technology	<b>Amount</b>	\$350,000 (not to exceed)																		
<b>Item Key</b>	11772	<b>Account #</b>	54029000-034000-89002																		
<b>Subject</b>	RESOLUTION 2021-XX APPROVING THE PURCHASE OF MATERIALS, EQUIPMENT, CONSULTING SERVICES AND RELATED EXPENSES FOR SCADA NETWORK SECURITY PHASE II																				
<b>Presenter : Doug Akins, Director of Information Technology</b>																					
<p><b>Background:</b>  <b>COUNCIL PRIORITY:</b>  <b>D. Service Delivery and Efficiency:</b>  <b>6) Continue to improve communication infrastructure and ensure redundancy as part of basic infrastructure needs.</b></p> <p>In a recent cybersecurity incident in Oldsmar, Florida, hackers were able to gain access to a system and briefly change the levels of sodium hydroxide (lye) being added to the water. This has brought national attention to the seriousness of cybersecurity around critical infrastructure, like water utilities.</p> <p>The recommended practice around this type of critical infrastructure is to place utilities on its own network, completely isolated from other networks. The City decided to create and maintain a segregated network for all Utility SCADA systems. Access to this environment will be limited to approved Utility and IT staff.</p> <p>Phase II of this project includes additional discovery of SCADA systems that exist on the network and need to be converted to be compliant with the existing Rockwell system.</p> <p>The costs outlined below include the fiber work and hardware needed to create a new network (servers, storage, switches, firewalls, etc.). Pricing also includes the licenses needed for the SCADA software and licensing for other systems needed for backup and virtualization on the new network, as well as other related expenses such as electrical and low-voltage work.</p> <p>Primarily existing contracts (CDW-G, SHI, and Dell) will be used. Rockwell is the City's existing SCADA software provider. Lumina Group Inc., will also be providing low voltage work.</p> <p>An estimated breakdown of Phase II project cost and source of Funds worksheet is listed below.</p> <p><b>ESTIMATED PROJECT COST</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td>SCADA.....</td> <td style="text-align: right;">\$ 200,000.00</td> </tr> <tr> <td>Fiber.....</td> <td style="text-align: right;">\$ 10,000.00</td> </tr> <tr> <td>Misc. Systems.....</td> <td style="text-align: right;">\$ 50,000.00</td> </tr> <tr> <td>Contingency.....</td> <td style="text-align: right;">\$ 90,000.00</td> </tr> </table> <p><b>SOURCE OF FUNDS WORKSHEET FY 2022</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td>TREATMENT FACILITIES SCADA UPGRADES 54029000-034000-89002</td> <td style="text-align: right;">\$ 350,000.00</td> </tr> <tr> <td>Total Expended/Encumbered to Date.....</td> <td style="text-align: right;">\$ 0,000.00</td> </tr> <tr> <td>Pending Work Orders/Contracts.....</td> <td style="text-align: right;">\$ 0.00</td> </tr> <tr> <td>Current Project.....</td> <td style="text-align: right;">\$ <u>350,000.00</u></td> </tr> <tr> <td>Balance.....</td> <td style="text-align: right;">\$ 0,000.00</td> </tr> </table>				SCADA.....	\$ 200,000.00	Fiber.....	\$ 10,000.00	Misc. Systems.....	\$ 50,000.00	Contingency.....	\$ 90,000.00	TREATMENT FACILITIES SCADA UPGRADES 54029000-034000-89002	\$ 350,000.00	Total Expended/Encumbered to Date.....	\$ 0,000.00	Pending Work Orders/Contracts.....	\$ 0.00	Current Project.....	\$ <u>350,000.00</u>	Balance.....	\$ 0,000.00
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Total Expended/Encumbered to Date.....	\$ 0,000.00																				
Pending Work Orders/Contracts.....	\$ 0.00																				
Current Project.....	\$ <u>350,000.00</u>																				
Balance.....	\$ 0,000.00																				
<p><b>Recommended Action :</b>  <b>ADOPT RESOLUTION 2021-XX APPROVING THE PURCHASE OF MATERIALS, EQUIPMENT, CONSULTING SERVICES AND RELATED EXPENSES FOR SCADA NETWORK SECURITY PHASE II</b></p>																					

**RESOLUTION 2021-\_\_\_\_**  
**SCADA NETWORK SECURITY PHASE II**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE PURCHASE OF MATERIALS, EQUIPMENT, CONSULTING SERVICES AND RELATED EXPENSES FOR SCADA NETWORK SECURITY PHASE II; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE NECESSARY DOCUMENTS; ENTER INTO AGREEMENTS WITH VENDORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City Council adopted and approved the 2022 Fiscal Year Budget on September 22, 2021, which included in the Utility five-year capital plan, an amount not-to-exceed \$350,000, related to technology upgrades; and

**WHEREAS**, the City of Palm Coast desires to enter into agreements with various vendors for the purchase and installation of materials, equipment, software, as well as consulting services, in an amount not-to-exceed \$350,000, to continue the improvement of the security of the Utility SCADA.

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

**SECTION 1. APPROVAL OF PURCHASES & CONTRACTS.** The City Council of the City of Palm Coast hereby approves the purchase and installation of equipment, software, technology infrastructure, and consulting services related to the Phase II improvements to the Utility SCADA network security, in an amount not-to-exceed \$350,000, with various vendors.

**SECTION 2. AUTHORIZATION TO NEGOTIATE AND EXECUTE CONTRACTS/PURCHASE AGREEMENTS.** The City Manager, or designee, is hereby authorized to negotiate any contracts and purchase agreements and execute any necessary documents for the installation of equipment, software, technology infrastructure, and consulting services related to the Utility SCADA network security.

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 19th day of October, 2021.

CITY OF PALM COAST, FLORIDA

ATTEST:

\_\_\_\_\_  
DAVID ALFIN, MAYOR

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

Approved as to form and legality

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

# City of Palm Coast, Florida Agenda Item

Agenda Date: October 12, 2021

<b>Department</b>	Information Technology	<b>Amount</b>	\$250,000 (not to exceed)
<b>Item Key</b>	11771	<b>Account #</b>	65052525-051020
<b>Subject</b> RESOLUTION 2021-XX APPROVING THE PURCHASE OF MATERIALS, EQUIPMENT, CONSULTING SERVICES AND RELATED EXPENSES FOR THE MICROSOFT 365 IMPLEMENTATION			
<b>Presenter: Doug Akins, Director of Information Technology</b>			
<b>Background: Standard Operations</b>			
<p>The City currently uses Microsoft Office 2016 for its office suite, and Microsoft SharePoint 2010 as the platform for its intranet.</p> <p>Microsoft Office 2016 went out of mainstream support on October 13, 2020, meaning that Office 2016 no longer receives critical updates, and will only get security updates until 2025.</p> <p>Microsoft SharePoint 2010 was considered “end of life” on April 13, 2021. That means this version of SharePoint no longer receives critical updates or security updates, and is no longer supported at all by Microsoft.</p> <p>Migrating to Office 365 will keep us on the most recent, and fully supported, version of Office and SharePoint. It provides additional functionality like the ability to collaborate on documents simultaneously, and Microsoft Teams integration.</p> <p>DSM is planned to be the implementation partner. Licensing is planned to be purchased through SHI using an existing contract.</p> <p>An estimated breakdown of project cost and source of Funds worksheet is listed below.</p>			
<b>ESTIMATED PROJECT COST</b>			
Office 365 Licensing.....		\$	220,000.00
Consulting Services.....		\$	30,000.00
<b>SOURCE OF FUNDS WORKSHEET FY 2022</b>			
IT INTERNAL SOFTWARE AND CONSULTING	65052525-051020	\$	250,000.00
Total Expended/Encumbered to Date.....		\$	0.00
Pending Work Orders/Contracts.....		\$	0.00
Current Project.....		\$	<u>250,000.00</u>
Balance.....		\$	0.00
<b>Recommended Action :</b>			
ADOPT RESOLUTION 2021-XX APPROVING THE PURCHASE OF MATERIALS, EQUIPMENT, CONSULTING SERVICES AND RELATED EXPENSES FOR THE MICROSOFT 365 IMPLEMENTATION			



**RESOLUTION 2021-\_\_\_\_**  
**MICROSOFT OFFICE 365 IMPLEMENTATION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE PURCHASE OF MATERIALS, EQUIPMENT, CONSULTING SERVICES AND RELATED EXPENSES FOR THE MICROSOFT OFFICE 365 IMPLEMENTATION; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on September 22, 2021, City Council approved FY 2022 Budget, which included IT expenses, in an amount not-to-exceed \$250,000, related to technology upgrades in the IT Internal Services Software & Consulting Fund; and

**WHEREAS**, the City of Palm Coast seeks to enter into agreements with various vendors for the purchase and installation of materials, equipment, software, as well as consulting services, in an amount not-to-exceed \$250,000, to implement Microsoft Office 365; and

**WHEREAS**, the City Council of the City of Palm Coast desires to approve the implementation and the related costs not to exceed \$250,000 for the Microsoft Office 365 implementation.

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

**SECTION 1. APPROVAL OF PURCHASES & CONTRACTS.** The City Council of the City of Palm Coast hereby approves the purchase and installation of equipment, software, technology infrastructure, and consulting services related to the implementation of Microsoft Office 365, in an amount not-to-exceed \$250,000, with various vendors.

**SECTION 2. AUTHORIZATION TO NEGOTIATE AND EXECUTE CONTRACTS/PURCHASE AGREEMENTS.** The City Manager, or designee, is hereby authorized to negotiate any contracts and purchase agreements and execute any necessary

documents for the installation of equipment, software, technology infrastructure, and consulting services related to the Microsoft Office 365 implementation.

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 19th day of October 2021.

CITY OF PALM COAST, FLORIDA

ATTEST:

\_\_\_\_\_  
DAVID ALFIN, MAYOR

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

Approved as to form and legality

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

# City of Palm Coast, Florida Agenda Item

Agenda Date : OCTOBER 12, 2021

<b>Department Item Key</b>	<b>Amount Account #</b>
<b>Subject</b> RESOLUTION 2021-XX APPROVING THE COLLECTIVE BARGAINING AGREEMENT WITH IAFF LOCAL 4807 FOR OCTOBER 1, 2021 - SEPTEMBER 30, 2024	
<b>Presenter : RENINA FULLER, HR DIRECTOR</b>	
<p><b>Background :</b>  <b>COUNCIL PRIORITY:</b>            This item is for standard operations.</p> <p>In February 2011, the employees of the City of Palm Coast Fire Department held an election to certify the International Association of Fire Fighters Local 4807 (“Union”) as the exclusive bargaining unit for Lieutenants, Fire-Paramedics and Fire-EMTs. Shortly thereafter, the representatives of the City of Palm Coast Administration (“City”) entered into negotiations regarding the initial Collective Bargaining Agreement (“CBA”) between the City and the Union</p> <p>The City and the Union have worked diligently to agree upon a successor, three-year contract covering Fiscal Years 2021 through 2024. As a result of the negotiations, the City and the Union have reached an agreement on the successor contract. This successor contract includes a three (3) year wage article providing the same merit and across-the-board increases as for all other employees. Other alterations to the previous agreement include:</p> <ul style="list-style-type: none"> <li>• Collective bargaining unit employees have the annual opportunity to donate 6 hours of their annual leave to the Union Pool leave and receive an exemption from Union Dues for the payroll when the donation is made.</li> <li>• Bargaining unit employees are permitted to attend monthly scheduled Union Meetings so long as it does not disrupt normal operations.</li> <li>• Bargaining Unit Employees being promoted to a higher position with higher salary, the employee shall receive minimum for the new salary, up to 5% increase to his/her existing salary or with Department head approval up to the first quartile within the pay range. If the employee is promoted within 6 months of their evaluation, they shall receive their annual evaluation merit increase and the promotion pay.</li> <li>• The additional opportunities for a \$.25 (twenty-five cent) per hour incentive for the performance of specified ancillary duties.</li> <li>• In addition to the Holiday 11.2 hours paid at their regular rate of pay, the employee working any of the three (3) specified holidays will receive an additional 11.2 hours of leave added to their vacation leave accrual.</li> <li>• The City has agreed to engage a consultant to estimate the financial impact for the Fire division to transition to the Chapter 175 State Retirement Program.</li> <li>• Bargaining unit employees that are deployed will receive payment for travel time to and from the deployment activation site.</li> </ul>	

There are no other significant changes proposed in this contract. The proposed contract was presented for ratification by the membership on September 23-25, 2021 and was ratified on September 27, 2021.

**Recommended Action :**  
**ADOPT RESOLUTION 2021-XX APPROVING THE COLLECTIVE BARGAINING AGREEMENT WITH IAFF LOCAL 4807**

**RESOLUTION 2021 - \_\_\_\_**  
**COLLECTIVE BARGAINING AGREEMENT**  
**IAFF LOCAL 4807**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA APPROVING THE TERMS AND CONDITIONS OF THE COLLECTIVE BARGAINING AGREEMENT WITH THE PALM COAST PROFESSIONAL FIREFIGHTERS IAFF LOCAL 4807; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, in October 2014 the City of Palm Coast and IAFF Local 4807 entered into an initial Collective Bargaining Agreement; and

**WHEREAS**, City Administration and IAFF Local 4807 have negotiated a Successor Bargaining Agreement for Fiscal years 2021- 2024.

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

**SECTION 1. APPROVAL OF AGREEMENT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the Successor Collective Bargaining Agreement with IAFF Local 4807 for Fiscal Years 2021-2024, as attached hereto and incorporated by reference as Exhibit “A.”

**SECTION 2. AUTHORIZATION TO EXECUTE.** That the City Manager, or designee, is hereby authorized to execute the Successor Collective Bargaining Agreement as attached 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 become effective immediately after its adoption.

**DULY PASSED and ADOPTED** at the meeting of the City Council of the City of Palm Coast on the 19th of October 2021.

CITY OF PALM COAST, FLORIDA

ATTEST:

\_\_\_\_\_  
DAVID ALFIN, MAYOR

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

Approved as to form and legality

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

Attachments: Local 4807 Collective Bargaining Agreement

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Palm Coast Professional Firefighters  
I.A.F.F. Local 4807

And

City of Palm Coast

Collective Bargaining Agreement

FY 2021-2024

October 1, 2021 – September 30, 2024

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**ARTICLE 1**

**PREAMBLE**

This Agreement is entered into by and between the City of Palm Coast, hereafter referred to as the “City”: and the Palm Coast Professional Firefighters IAFF Local 4807, hereafter referred to as the “Union”.



ARTICLE 2

RECOGNITION

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1. The City recognizes the Union as the exclusive bargaining agent for all public employees in the job classifications included in PERC Certification No. 1763.
2. The Union recognizes that the City Manager and his designees are collective bargaining representatives for the City. The Union further recognizes its obligation to bargain solely and exclusively with the City Manager and/or his designees, and to refrain from any direct negotiations with the legislative body of the City (City Council) or any of its members. However, nothing prevents City Council members from meeting and discussing work-related issues so long as it does not rise to the level of collective bargaining.

1 ARTICLE 3

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3 DUES DEDUCTIONS  
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- 5 1. Any member of the Union, who has submitted a properly executed dues deduction card or  
6 statement to the City in accordance with a format prescribed or approved by the City, may,  
7 by request in writing, have his/her membership dues, initiation fees, and uniform assessments  
8 in the Union deducted from his/her wages each pay check. Dues, assessments, and initiation  
9 fees so deducted from each employee's salary shall be forwarded by the City to the Union  
10 within thirty (30) calendar days of the deduction. However, the City shall have no  
11 responsibility for any liability for any monies once sent to the Union, nor shall the City have  
12 any responsibility or any liability for the improper deductions of dues within the bargaining  
13 unit. The Union shall indemnify the City and hold it harmless against any and all suits,  
14 claims, demands, and liabilities which arise out of or by reason of any action taken or not  
15 taken by the City to in good faith comply or attempt to comply with the provisions of this  
16 Article.
- 17 2. It shall be the responsibility of the Union to notify the City of any change in the amount of  
18 dues to be deducted at least thirty (30) days in advance of said change. Under no  
19 circumstances shall the City be required to deduct Union fines, penalties, political action  
20 payments, or special assessments of any kind.
- 21 3. Any member of the Union may, on thirty (30) days written notice to the City, require that the  
22 City cease making deductions from his or her wages. The City will forward a copy of the  
23 written notice to the Union concurrently with ceasing the members' dues deductions.  
24

1 **ARTICLE 4**

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3 **UNION BUSINESS**

- 4
- 5 1. Bargaining unit employees, Union Officers, and Union representatives shall be paid by
- 6 the City only when they perform the normal duties of a firefighter. To the extent that
- 7 these employees wish to perform Union duties (such as negotiations, grievance
- 8 processing, attending Union conventions, etc.) during their normal work schedules, they
- 9 may utilize union pool time, annual leave time or shift exchanges; provided, however that
- 10 they comply with the rules otherwise applicable to such leave and shift exchanges. Pool
- 11 time need not be utilized for routine union-related matters that are mutually agreed upon.
- 12 2. The City agrees to establish a Union Time Pool as set forth below. The Union Time Pool
- 13 is to be used by the Union President or his designee for the purpose of conducting union-
- 14 related activities (such as negotiations, grievance processing, attending Union
- 15 conventions etc.) Union pool leave may not be used for political activities.
- 16 a. Each bargaining unit employee may donate six (6) hours of their annual leave into
- 17 the Union Time Pool on January 1 of each year. Any surplus in this leave bank at
- 18 the end of any fiscal year shall carry over to the next year, up to a maximum of
- 19 350 hours (no leave may be donated above 350 hour annual cap). Unused annual
- 20 leave donated to the Union Time Pool shall not be returned to the donor. Each
- 21 bargaining unit employee who donates six (6) hours leave, shall be exempt from
- 22 Union Dues for the payroll when the donation is made.
- 23 b. When time is required for the above mentioned purposes, the Union President or
- 24 his designee shall submit to the Fire Chief or his/her designee the required form
- 25 specifying the number of hours needed no later than one (1) calendar day prior to
- 26 the requested date. This advance notice period may be waived by mutual
- 27 agreement. Use of time from the Union Time Pool will be subject to the approval
- 28 of the Fire Chief or his/her designee. Pool time shall be approved for any of the
- 29 permissible reasons described above; however, Pool Time may be denied if the
- 30 use will result in the Department incurring overtime, except at the Chiefs
- 31 discretion.

- 1           c. Union Time Pool hours shall not be considered hours worked for the purposes of  
2           overtime.
- 3           d. Any injury incurred by a bargaining unit employee whose time is being paid for  
4           by the Union Time Pool, or while engaged in activities paid for by the Union  
5           Time Pool, shall not be considered line of duty injury, nor shall such injury be  
6           considered to have been incurred in the course and scope of the employment by  
7           the City within the meaning of Chapter 440, Florida Statutes, as amended.
- 8           e. The Union agrees to indemnify and hold harmless the City, its agents, employees  
9           and officials from and against any claims, demands, damages, or causes of action  
10          of any nature whatsoever, asserted by any persons, firm or entity, based on or  
11          relating to any annual leave deduction undertaken under this Article, and agrees to  
12          defend at its sole expense an such claims against the City or its agents, employees  
13          or officials. The term officials as used herein include elected or appointed  
14          officials.
- 15        2. Bargaining unit employees may be permitted to attend the monthly scheduled Union  
16          Meeting at Fire Station 25, so long as they do not interrupt normal operations. This  
17          courtesy shall be extended to those bargaining unit employees on duty at Fire Station 25,  
18          as long as it does not interrupt their ability to perform their normal duties.

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1 **ARTICLE 5**

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3 **SEVERABILITY**

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5 If any provisions of this Agreement is rendered or declared invalid or illegal by any

6 action of the court or administrative entity with jurisdiction over the City, or by reason of

7 any existing or subsequently enacted legislation, such provisions shall be void, and the

8 remaining provisions of this Agreement shall remain in full force and effect for the term

9 of this Agreement. In the event any provision of this Agreement is rendered or declared

10 invalid or illegal, the City and the Union shall meet as soon as practicable thereafter to

11 negotiate a replacement provisions.

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**ARTICLE 6**

**WORK STOPPAGES**

There shall be no strikes, lockouts, work stoppages, slow-downs, mass resignations, sick-outs, picketing of the residence of public officials, or refusal to perform assigned work authorized by this Agreement by the employees covered under this Agreement.

1 ARTICLE 7

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3 BULLENTIN BOARDS

- 4
- 5 1. The City shall furnish the Union with space for a bulletin board at each fire station to be  
6 placed in locations designated by the Fire Chief, or their his designee. The Union shall be  
7 responsible for providing such bulletin board. The Union shall utilize the bulletin board only  
8 to post the following:
- 9 a. Notice of Union Meetings;
  - 10 b. Notice of Union elections and Union Election results;
  - 11 c. Copies of Union’s Constitution and by-laws and amendments thereto;
  - 12 d. Notice of Union recreational and social affairs;
  - 13 e. Notices related to dues and assessments;
  - 14 f. Copies of this Agreement;
  - 15 g. Name of Union Officials (and changes thereto);
  - 16 h. Minutes of Union Meetings.
- 17 2. All materials posted to the bulletin board shall be submitted to the Fire Chief, or his designee,  
18 for review simultaneous with posting. Under no circumstances shall the Union post any  
19 notice containing material of political nature or material tending to directly or indirectly  
20 disparage or demean the City, the Fire Department, or any of their elected or appointed  
21 officials or employees. The Union agrees to police the posting of materials on the bulletin  
22 boards. If the Union cannot, or does not, properly police the bulletin boards, the Fire Chief  
23 shall provide the Union the opportunity to remove the allegedly disruptive material, and  
24 should the Union fail to do so, the Fire Chief, at his discretion, may revoke the Union’s  
25 bulletin board privileges at the offending station for up to six (6) months per violation.
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**ARTICLE 8**

**INSURANCE**

1. The City shall provide insurance benefits for all bargaining unit employees in the same manner, including the benefit levels and contributions as all other City employees. The City shall also provide any additional insurance as required by Florida Law.
2. Group insurance participation by retired employees – retired fire department employees and family members shall be able to remain on the City’s insurance plan until eligible for Medicare. If health insurance coverage is not selected at the time of retirement, retiree will not be allowed to enroll at a later date unless they return as a benefits-eligible employee. The retiree is responsible for paying the entire insurance premium cost, both the city and employee share. The City has the right to cancel such insurance for non-payment of the premium.

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**ARTICLE 9**

**EMPLOYEE LEAVE AND BENEFITS**

1. Except as expressly set forth in this Agreement, bargaining unit employees shall be provided leave and other benefits in accordance with the City’s and Fire Department applicable policies and any amendments thereto.
2. The City agrees that it will not impose residency requirements for any bargaining unit employees for who no residency requirements existed at the time of hire by the City.
3. The City shall continue its practice with respect to providing Hepatitis B inoculations and follow-up titer for bargaining unit employees.
4. Bargaining unit employees shall be eligible to participate in the City’s sick leave conversion program as revised July 21, 2021.

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**ARTICLE 10**

**SCOPE OF DUTIES**

Bargaining Unit employees shall be responsible for performing any and all job duties falling within the generic scope of the Fire and Rescue Services. Additionally, bargaining unit employees may be tasked with performing ancillary duties of type currently being performed (e.g. routine station maintenance, grant writing, etc.) as the need arises.

Captains will be permitted to “ride-down” out of class to fill lieutenant vacancies on a shift by shift basis; however, Captains shall not be used to permanently replace Lieutenants.



**ARTICLE 11**

**CIVIL EMERGENCIES**

1. In the event of a declared civil emergency, such as riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager or his designee during the time of the declared emergency, provided that the Union is notified as soon as is practical, and further provided that wage rates and monetary fringe benefits shall not be suspended.

1 **ARTICLE 12**

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3 **WAGES**

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- 5 1. For the Fiscal Year 2021-2022, bargaining unit employees will receive the same merit and/or  
6 across-the-board wage increases, if any, as the City-wide wage increases provided to all other  
7 City employees. Bargaining unit employees will also receive the same service awards as  
8 provided to all other employees in Fiscal year 2021-2022. The City shall provide the Fiscal  
9 Year 2021-2022, merit and/or across-the-board increases retroactive to the date effective for  
10 all other City employees. Eligible employees are employees still employed with the City as  
11 of the ratification of this Agreement by both parties.
- 12 2. For the Fiscal Year 2022-2023, bargaining unit employees will receive the same merit and/or  
13 across-the-board wage increases, if any, as the City-wide wage increases provided to all other  
14 City employees. Bargaining unit employees will also receive the same service awards as  
15 provided to all other employees in Fiscal year 2022-2023
- 16 3. For the Fiscal Year 2023-2024, bargaining unit employees will receive the same merit and/or  
17 across-the-board wage increases, if any, as the City-wide wage increases provided to all other  
18 City employees. Bargaining unit employees will also receive the same service awards as  
19 provided to all other employees in Fiscal year 2023-2024
- 20 4. Bargaining Unit Employees being promoted to a higher position with higher salary, the  
21 employee shall receive minimum for the new salary, up to 5% increase to his/her existing  
22 salary or with Department head approval up to the first quartile within the pay range.
- 23 a. If the employee is promoted within 6 months of their evaluation, they shall receive  
24 their annual evaluation merit increase and the promotion pay.

**ARTICLE 13**

**HOLIDAYS**

1. Bargaining unit employees shall be paid 11.2 hours for each of the holidays that are currently recognized and provided to all other City employees. The holiday will be paid upon occurrence of the holiday in conjunction with the pay period the holiday falls in.
2. Bargaining unit employees who work on the following holidays will receive the aforementioned 11.2 hours of holiday pay at their regular rate of pay as well as 11.2 hours of vacation leave added to their vacation leave accruals. The accruals will be added in conjunction with the pay period the holiday falls in.
  1. Christmas Eve
  2. Christmas Day
  3. New Years' Day

1 ARTICLE 14

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3 GRIEVANCE AND ARBITRATION PROCEDURES

- 4
- 5 1. Bargaining unit employees will follow all written and verbal orders given by superiors even  
6 if such orders are alleged to be in conflict with the Agreement. Compliance with such orders  
7 will not prejudice the right to file a grievance within the time limits contained herein, nor  
8 shall compliance affect the ultimate resolution of the Grievance.
  - 9 2. A grievance is defined as a dispute regarding the interpretation or application of an express  
10 provision of this Agreement. As such, grievances are limited claims which are dependent for  
11 resolution exclusively upon interpretation or application of one or more express provisions of  
12 this Agreement. No grievance will or need be entertained or processed which does not meet  
13 this definition, is not presented in the manner described herein, and/or is not filed in a manner  
14 provided herein within the time limit prescribed herein. A grievance may be filed by a  
15 bargaining unit employee or the Union. In either case, the procedure to be followed will be  
16 the same. The grievant (whether it be the Union or an individual employee) and management  
17 may agree to waive Step One in any grievance.
  - 18 3. Grievances will be processed in the following manner and strictly in accordance with the  
19 following stated time limits:
    - 20 a. STEP ONE: An aggrieved employee or the Union shall present in writing the  
21 grievance to the employee's Captain within ten (10) business days (defined as  
22 Monday through Friday) of when the aggrieved employee of the Union knew or  
23 should have known of the occurrence of the event(s) which gave rise to the grievance.  
24 (Knowledge by the employee shall be considered knowledge by the Union). The  
25 grievance shall be filed in the memorandum format which shall be the standard  
26 format used throughout the grievance procedure. The grievance shall be signed by  
27 the employee or the Union as appropriate and shall state: (a) the date of the alleged  
28 events which gave rise to the grievance; (b) the specific Article or Articles of this  
29 Agreement allegedly violated; (c) a statement of fact pertaining to or giving rise to the  
30 alleged grievance; and (d) the specific relief requested. The Captain shall, within ten  
31 (10) business days after presentation of the grievance, render his or her decision on  
32 the grievance in writing.

- 1           b. STEP TWO: Any grievance which cannot be satisfactorily settled at STEP ONE shall  
2           be then taken up by the Fire Chief or his designee. The grievance can be amended at  
3           any time prior to filing at STEP TWO. The grievance, as specific in writing, shall be  
4           filed with the Fire Chief or his designee within ten (10) business days after the due  
5           date for the response in STEP ONE above. The Fire Chief or his designee shall  
6           discuss the grievance with the grievant (whether it be an individual employee or the  
7           Union) and shall, within ten (10) business days after said discussion, render his or her  
8           decision on the grievance in writing.
- 9           c. STEP THREE: Any grievance which cannot be satisfactorily settled in STEP TWO  
10          above shall then be taken up with the City Manager. The grievance, as specified in  
11          writing at STEP TWO above shall be filed with the City Manager within ten (10)  
12          business days after the due date for the Fire Chief's response in STEP TWO above.  
13          The City Manager or his/her designee shall discuss the grievance with the grievant  
14          (whether it be an individual employee or the Union) and shall, within ten (10)  
15          business days after said discussion, render his or her decision on the grievance in  
16          writing.
- 17 4. If the grievant (whether it be the Union or an individual employee) is not satisfied with the  
18 City Manger's decision in STEP THREE above, the Union, on its own behalf or on the  
19 behalf of the individual employee may request arbitration by written notice to the City  
20 Manager within fourteen (14) business days of receipt of the City Manager's decision. Under  
21 no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the  
22 original grievance filed in STEP TWO of the grievance procedure.
- 23 5. Within ten (10) business days from the delivery of such notice of arbitration, the party  
24 requesting arbitration shall request a list of nine (9) qualified arbitrators who have a residence  
25 in the State of Florida from the Federal Mediation and Conciliation Service. The  
26 determination of which party makes the initial strike will be determined by the toss of a coin,  
27 with the parties thereafter alternatively eliminating, one at a time, from said list of names,  
28 persons not acceptable, until only one (1) remains, and this person will be the arbitrator.
- 29 6. As promptly as possible after the arbitrator has been selected, he or she shall conduct a  
30 hearing between the parties and consider the grievance. The decision of the arbitrator will be  
31 served upon the individual employee or employees involved, the City and the Union, in



1 writing. It shall be the obligation of the arbitrator to make his effort to rule within thirty (30)  
2 calendar days after the hearing. The expenses of the arbitration, including the fee and  
3 expenses of the arbitrator, shall be split by the parties. Any party desiring a transcript of the  
4 hearing shall bear the cost of such transcript unless both parties mutually agree to share the  
5 cost. Each party shall bear the expense of its own witnesses and of its own representatives,  
6 including attorneys, for purposes of the arbitration hearing.

7 7. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise  
8 alter or supplement this Agreement or any part thereof or amend thereto. The arbitrator shall  
9 have no authority to consider or rule upon any matter which is stated in this Agreement not to  
10 be subject to arbitration or is not a grievance as defined in this Agreement.

11 8. The decision of the arbitrator shall be binding, subject to any appeal or review rights under  
12 applicable law.

13 9. No decision of any arbitrator or the City in any one case shall create a basis for retroactive  
14 adjustment in any other cases. All claims for back wages shall be limited to the amount of  
15 lost wages less any employment compensation and/or interim earnings that otherwise would  
16 not have been earned had the employee not lost wages.

17 10. It is agreed with respect to this grievance and arbitration procedure that:

18 a. It is the intent of the parties that a grievance must be raised at the earliest possible  
19 time. Any grievance, in order to be entertained and processed, must be submitted in a  
20 timely manner by the grievant (whether the grievant be the Union or an individual  
21 employee).

22 b. Grievance not submitted by the grievant in a timely manner shall be conclusively  
23 barred on the merits following the expiration of the prescribed time limit. Such a  
24 time-barred grievance need not be entertained or processed, and only facts disputed as  
25 to the timing will be subject to any arbitration resulting from the matter. A grievance  
26 which is, for any reason, not the subject of a timely response by the City or by the  
27 Department shall be deemed denied at that step and the grievant may proceed to the  
28 next step. The failure to proceed on a timely basis to the next step shall bar the  
29 grievance.

30 c. In all cases requiring the aggrieved employee or the Union to timely present or  
31 advance a grievance to a designated City official, hand delivery, email, or fax,

1 Monday through Friday, except holidays hereunder, to the office of that official shall  
2 be required for compliance with prescribed time limits if the designed official is not  
3 personally available for service.

4 11. Bargaining unit employees may not avail themselves of the appeals process set forth in the  
5 City's Policies and Procedures with respect to any matter expressly covered by this  
6 Agreement. Bargaining unit employees may avail themselves of the appeals process set forth  
7 in the City's Policies and Procedures with respect to any matter covered therein which are  
8 not expressly covered by this Agreement, such as discipline and discharge.  
9

**ARTICLE 15**

**TIME EXCHANGES**

1. Bargaining unit employees shall be able to exchange time in accordance with the Fire Department's Voluntary Time Trade Standard Operating Procedure as agreed to by the parties.

1 **ARTICLE 16**

2

3 **ENTIRE AGREEMENT/DURATION**

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- 5 1. The parties acknowledge that during negotiations which resulted in this Agreement, each
- 6 had the unlimited right and opportunity to make demands and proposals with respect to
- 7 any subject or matter not removed by law from the area of collective bargaining, and that
- 8 the understandings and agreements arrived at by both parties after the exercise of that
- 9 right and opportunity are set forth in this Agreement. The parties hereto may commence
- 10 negotiations, under applicable law on any succeeding agreement to take effect upon
- 11 termination of this Agreement.
- 12 2. If either the City or the Union desires to modify, amend or terminate this Agreement at
- 13 its normal expiration date, official notice of such desire must be given in writing at least
- 14 ninety (90) days prior to the termination date of this Agreement, Following receipt of
- 15 such notice, unless there is a mutual agreement to the contrary, the City and the Union
- 16 shall commence negotiations.
- 17 3. Nothing herein shall preclude the parties from mutually agreeing to reopen this
- 18 Agreement, or to renegotiate any provisions herein, during the effective dates of this
- 19 Agreement.
- 20 4. This Agreement shall become effective the first full pay period after ratification by both
- 21 parties, except where otherwise provided, and shall remain in effect until September 30,
- 22 2024. Thereafter, this Agreement shall remain in effect as provided by applicable law.
- 23

**ARTICLE 17**

**NONDISCRIMINATION**

1. The parties agree that there shall be no discrimination against any bargaining unit employee due to his/her membership or non-membership in the Union.



**ARTICLE 18**

**OVERTIME**

1. Bargaining unit employees shall be paid at the rate of one-and-one-half (1 ½) times their regular hourly rate for all hours actually worked in excess of one hundred and six (106) hours in their two (2) week work cycle.
2. Overtime shall be distributed in accordance with the Fire Department's Overtime Standard Operating Procedure as agreed to by the parties.

**ARTICLE 19**

**IAFF INSIGNIA**

1. Local 4807 shall be allowed to place one (1) IAFF insignia no larger than 4 inch by 4 inch on the inside of the front lower left windshield or on a side window of each apparatus to which the bargaining unit employees are assigned so long as the insignia does not affect the vision of the driver operator.

**ARTICLE 20**

**SEVERANCE PAY**

1. Bargaining unit employees who are involuntarily separated from employment due to budgetary constraints or lack of work shall be provided severance pay in the amount of one (1) pay period of the employee's base pay at the time of separation for each year of service up to a maximum of four (4) pay periods.

**ARTICLE 21**

**CIVIL LEAVE**

1. Bargaining unit employees shall be provided civil leave in accordance with the City Policy except that employees who are litigants as a result of being sued for a matter arising out of the good faith performance of their City job duties shall be eligible for leave.

**ARTICLE 22**

**ANNUAL LEAVE**

1. A minimum of two (2) bargaining unit employees may be off on annual leave at any one time on any one shift.



**ARTICLE 23**

**RETIREMENT**

1. Bargaining unit employees shall be provided retirement benefits in accordance with the City’s 401(a) and 457(b) plans, with the same vesting as other city employees.
2. The City will research specifically the estimated cost of the transitioning from the current 401(a) to the proposed Chapter 175 State Retirement Program.

The City will engage a Consultant in fiscal year 2022, (October 1, 2021 – September 30, 2022) to estimate the financial impact on the City. No action on this item will be taken in fiscal year 2021. Future actions to be determined based on report findings.

1 **ARTICLE 24**

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3 **CERTIFICATION PAY**

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- 5 1. Effective October 1, 2016, bargaining unit employees shall be eligible for wage increases  
6 upon obtaining the following preferred certifications listed below. Certification pay wage  
7 increases for obtaining such certifications shall be paid the following payroll after receipt  
8 of the certification has been received in Human Resources and approval of the Personal  
9 Action Form (PAF). Under no circumstances shall the combined amount of the  
10 employee's certification and merit increase exceed the established City maximum in any  
11 fiscal year.
- 12 2. Bargaining unit employees shall be provided a one-time increase of 1% to their base pay  
13 for obtaining the Child Safety Technician certification.
- 14 3. Bargaining unit employees shall be provided a one-time increase of 1% to their base pay  
15 for obtaining the Fire Instruction I, II or III certification.
- 16 4. Bargaining unit employees shall be provided a one-time increase of 1% to their base  
17 hourly rate of pay for obtaining the Live Fire Training Instructor certification.
- 18 5. Bargaining unit employees shall be provided a one-time increase of 1% to their hourly  
19 rate of pay for obtaining the Fire Investigator certification
- 20 6. Bargaining unit employees shall be provided a one-time increase of 1% to their hourly  
21 rate of pay for obtaining the Fire Safety Officer certification
- 22 7. Bargaining unit employees shall be provided a one-time increase of 1% to their hourly  
23 rate of pay for obtaining the Fire Officer III certification
- 24 8. Bargaining unit employees who earn preferred certifications must maintain the  
25 certification and use it as directed by the Fire Department. Failure to maintain the  
26 certification or use it as directed will result in the loss of the 1% increase.
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1 **ARTICLE 25**

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3 **EXTRA DUTIES**

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5 1. Effective October 1, 2016, bargaining unit employees assigned by the Fire Department to  
6 perform the following extra duties will receive incentive pay of \$0.25 for each hour  
7 worked (excluding leave and any other non-working time):

- 8 a. EMS Administrator
- 9 b. EMS Field Training Officers (A, B,& C Shift)
- 10 c. Uniform Supply Officer
- 11 d. American Heart Association Coordinator
- 12 e. Air Pack Technician
- 13 f. Safety Committee Chair
- 14 g. Apparatus Committee Chair
- 15 h. Fire Training Officers (A, B,& C Shift)
- 16 i. Confined Space Officers (A, B,& C Shift)
- 17 j. Quartermaster
- 18 k. Driver Field Training Officers (A, B,& C Shift)
- 19 l. Honor Guard Commander
- 20 m. Chaplain
- 21 n. Public Education Team Leader
- 22 o. Peer Fitness Trainer (A, B,& C Shift)
- 23 p. Home Safety Inspection Program Coordinator
- 24 q. EMS Supply Coordinator
- 25 r. Cleaning Supply Coordinator
- 26 s. IT Coordinator

27

28 The bargaining unit employee shall only be paid for two extra duties at any given time.

29 2. Upon being relieved from performing the above extra duties, the \$0.25 per hour incentive  
30 pay shall be removed from the bargaining unit employee's wage.

31

**ARTICLE 26**

**BARGAINING UNIT MEMBERS**

1. Firefighters, Driver/Engineers and Lieutenants are classified as bargaining unit members.

**ARTICLE 27**

**TWO HOUR MINIMUM**

1. Bargaining unit members shall receive a minimum of two hours pay when called in from off-duty, when reporting to work a special detail MERV event, and/or when attending monthly quality assurance meetings.

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1 **ARTICLE 28**

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3 **DEPLOYMENTS**

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5 1. Upon notification by the State of Florida to the City of a request for resource

6 assistance, a unit member who volunteers and is selected to deploy will be

7 compensated for those hours which are reimbursable under the guidelines of the

8 Federal Emergency Management Agency (FEMA), but will in no instance be given

9 less compensation than they would otherwise have earned working their regularly

10 scheduled shifts during the period of deployment.

11 a. Unit members not on-duty at the time of the deployment activation will be

12 compensated for travel time spent en route to the location of deployment. A

13 Unit member on-duty at the time of deployment will be compensated for

14 travel time spent en route to the location of deployment or for the balance of

15 their scheduled shift, whichever is greater.

16 b. Bargaining unit members who work any hours during a deployment shall

17 receive payment for all hours worked in accordance with the Fair Labor

18 Standards Act.



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**ARTICLE 29**

**EDR**

1. All bargaining unit employees who are required to work the emergency during the declared local state of emergency or disaster period shall receive EDR pay for the period authorized as EDR in accordance with the City Policies and Procedures Section 4.20.


**SIGNATURE PAGE**

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement between the City of Palm Coast, Florida AND the Palm Coast, Florida Professional Firefighters IAFF Local 4807, International Association of Firefighters (IAFF), for FY 2021/2022, 2022/2023, and 2023/2024 to be executed and signed by their duly authorized representatives, as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PALM COAST PROFESSIONAL  
FIREFIGHTERS, LOCAL 4807.  
INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS


CITY OF PALM COAST

  
\_\_\_\_\_  
Patrick Juliano, President

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

Date: September 27, 2021

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

  
\_\_\_\_\_  
Confirmed by  
Daniel Hackney, Vice President

\_\_\_\_\_  
Confirmed by

Date: September 27, 2021

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

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**APPENDIX A**  
**UNION POOL TIME DONATION FORM**



**Fire Department Union Pool Time Annual Leave Donation Form**

I, \_\_\_\_\_ (donor) hereby agree to transfer \_\_\_\_\_ hours of annual leave (maximum of six hours) to the Union Time Pool, as per Article 4: "UNION BUSINESS" of the Collective Bargaining Agreement between the City of Palm Coast and the Palm Coast Professional Firefighters IAFF Local 4807.

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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**APPENDIX B**

**IAFF 4807 DUES DEDUCTION FORM**



**Palm Coast Professional Firefighter Local  
4807**

I, \_\_\_\_\_, hereby authorize the City of Palm Coast to deduct from my earnings bi-weekly dues, as certified by the Treasurer of the International Association of Firefighters Union Local 4807, and further authorize the remittance of such amounts to said local Union. This authorization is revocable by a notice in writing to the City of Palm Coast, Human Resource Department, 160 Lake Avenue, Palm Coast, FL 32164.

Should the deduction amount change in the future, as certified by the Treasurer of Local 4807, I further authorize the City to change the amount of dues deducted.

I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization and, further and separately, release the City and any agent, employee, member, or attorney of the City from liability therefore.

This authorization is made voluntarily.

Name (printed): \_\_\_\_\_

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

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

Employee ID number: \_\_\_\_\_

Palm Coast Professional Firefighters IAFF Local 4807  
P.O. Box 350567 Palm Coast, FL. 32135-0567  
[Treasurer@iaff4807.org](mailto:Treasurer@iaff4807.org)

rev. January 17, 2020

# City of Palm Coast, Florida Agenda Item

Agenda Date : OCTOBER 12, 2021

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	12226	<b>Account</b>
		<b>#</b>
<b>Subject</b>	WORKSHEET	
<b>Presenter :</b>		
<b>Background :</b>		
<b>Recommended Action :</b>		

	TYPE	MEETING DATE AND MEETING TYPE	DIRECTOR/STAFF	COUNCIL PRIORITY #
		<b>October 19, 2021 BUSINESS MEETING</b>		
1	Resolution	ERP Upgrade	Akins	D13
2	Resolution	SCADA Security Project Phase II	Akins	D6
3	Resolution	Office 365	Akins	SO
4	Resolution	ESRI Contract	Akins	
5	Resolution	Whiteview Design Update	Cote	
6	Resolution	REV Grant	DeLorenzo	
7	Presentation	Update on CM Search	Fuller	
8	Presentation	Employee Recognition	Fuller/Kershaw	
9	Resolution	Samsara GPS Monitoring	Mancill	
10	Resolution	Torro Piggyback	Mancill	
11	Ordinance	Flagler Village FLUM/REZONING	Papa	
12	Ordinance	Seminole Palms FLUM/MPD	Papa	
13	Resolution	Seminole Palms Land Exchange Agreement	Tyner/DeLorenzo	
14	Resolution	Gables Final Plat	Tyner/Leap	
15	Proclamation	Arteriovenous Malformation Awareness	Smith	SO
16	Presentation	COVID 19 Recovery Plan	NEFRC	
		<b>November 2, 2021 BUSINESS MEETING</b>		
1	Proclamation	Diabetes Awareness	Smith	
		<b>November 9, 2021 WORKSHOP MEETING</b>		
		<b>November 16, 2021 BUSINESS MEETING</b>		
1	Resolution	Tennis Pods Final Plat	Tyner/Leap	
2	Appointments	Council Liaisons	Smith	
3	Appointment	Council Vice Mayor	Smith	
		<b>December 7, 2021 BUSINESS MEETING</b>		
		<b>December 14, 2021 WORKSHOP MEETING</b>		
		<b>December 21, 2021 BUSINESS MEETING</b>		
		<b>Future</b>		
1	Resolution	Lease amendment colo facility	Akins	
2	Presentation	Security Assessment Review	Akins	
3	Resolution	Konica Minolta	Akins	
4	Presentation	LDC Signs Chapter 9	CDD	
5	Resolution	Advent Health Design Srvc. Agreement OKR Ext.	Cote	
6	Resolution	P1 Control Structure Rehab	Cote	
7	Ordinance	Memorial Markers	Cote/Grunewald	
8	Resolution	WTP 1 High Service Water Pump	Cote/Kronenburg	
9	Presentation	Building/Planning Level of Service	DeLorenzo	B2
10	Ordinance	Boat code	DeLorenzo	
11	Resolution	Easement Hardin Agreement	DeLorenzo	
12	Ordinance 2nd	Slow Way Closure (Jan. 4, 2022)	DeLorenzo/Cote	
13	Resolution	Interlocal Agreement Flagler County Marineland Acres	Flanagan	
14	Ordinance 1st	Animal Control amendment	Grossman	
15	Presentation	Innovation District Initiatives	Johnston/DeLorenzo	
16	Presentation	Council Priority Community Center Parking	Johnston	
17	Ordinance	Logo	Kershaw	
18	Resolution	Fleet Software	Mancill	
19	Ordinance	FLUM and Rezoning Seminole Trails	Papa--NOVEMBER	
21	Presentation	Solid Waste Bid results	Schweers	