

## City of Palm Coast, Florida Agenda Item

Agenda Date : 10/16/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	4525	<b>Account #</b>
<b>Subject</b> ORDINANCE 2018-XX ELECTRIC FRANCHISE FEE AGREEMENT WITH FP&L		
<b>Background :</b>		
<p>City staff presented to City Council on August 28, 2018, the 5-Year Capital Improvement Plan that identified the funding need to design and construct the Public Works Facility along with funding needed to continue the Pavement Management Program in future years. City Council requested that staff provide a funding mechanism for these two unfunded priorities.</p> <p>On October 9, 2018, City staff presented an overview of the Public Works Master Plan with proposed funding options. In addition, the proposed funding options would provide for the funding of the Pavement Management Program in future years.</p> <p>City Council directed staff to prepare two draft Ordinances for Council's consideration at a public hearing for a Public Service Electric Tax and/or an Electric Franchise Fee.</p> <p>Attached to this agenda item is the draft for the Electric Franchise Fee Agreement with FP&amp;L. This draft attached was provided by FPL and the City Attorney added some changes that are redlined. Those changes requested by the City Attorney and any further City Council requested changes would need to be reviewed and negotiated with FPL prior to the 2<sup>nd</sup> reading.</p>		
<b>Recommended Action :</b>		
Adopt Ordinance 2018-XX Electric Franchise Fee Agreement with FP&L.		

ORDINANCE 2018-\_\_\_\_\_

**AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE CITY OF PALM COAST, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Council of the City of Palm Coast recognizes that the City and its citizens need and desire the benefits of electric service; and

**WHEREAS**, the provision of such service requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and the City does not desire to undertake to provide such services; and

**WHEREAS**, Florida Power & Light Company (FPL) is a public utility which has the demonstrated ability to supply such services; and

**WHEREAS**, FPL and the City desire to enter into a franchise agreement providing for the payment of fees to the City in exchange for the nonexclusive right and privilege of supplying electricity and other services within the City free of competition from the City, pursuant to certain terms and conditions;

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

Section 1. There is hereby granted to Florida Power & Light Company, its successors and assigns (hereinafter called the "Grantee"), for the period of 30 years from the effective date hereof, the nonexclusive right, privilege and franchise (hereinafter called "franchise") to construct, operate and maintain in, under, upon,

along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places (hereinafter called "public rights-of-way") throughout all of the incorporated areas, as such incorporated areas may be constituted from time to time, of the City, Florida, and its successors (hereinafter called the "Grantor"), in accordance with the Grantee's customary practice with respect to construction and maintenance, electric light and power facilities, including, without limitation, conduits, poles, wires, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of the Grantee's operations (herein called "facilities"), for the purpose of supplying electricity and other services to the Grantor and its successors, the inhabitants thereof, and persons beyond the limits thereof.

Section 2. The facilities of the Grantee shall be installed, located or relocated so as to not unreasonably interfere with traffic over the public rights-of-way or with reasonable egress from and ingress to abutting property. To avoid conflicts with traffic, the location or relocation of all facilities shall be made as representatives of the Grantor may prescribe in accordance with the Grantor's reasonable rules and regulations with reference to the placing and maintaining in, under, upon, along, over and across said public rights-of-way; provided, however, that such rules or regulations (a) shall not prohibit the exercise of the Grantee's right to use said public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic, (b) shall not unreasonably interfere with the Grantee's ability to furnish reasonably sufficient, adequate and efficient electric service to all of its customers, and (c) shall not require the relocation of any of the

Grantee's facilities installed before or after the effective date hereof in public rights-of-way unless or until widening or otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles causes such installed facilities to unreasonably interfere with motor vehicular traffic. If removal or relocation of Grantee's facilities is required, and the Grantee fails to remove or relocate such facilities within 30 days after written notice from Grantor, then Grantor may proceed to remove or relocate the facilities and charge Grantee for the cost of the work. Grantee shall be responsible for all costs and expenses to remove or relocate Grantee's facilities. Such rules and regulations shall recognize that above-grade facilities of the Grantee installed after the effective date hereof should be installed near the outer boundaries of the public rights-of-way to the extent possible. When any portion of a public right-of-way is excavated by the Grantee in the location or relocation of any of its facilities, the portion of the public right-of-way so excavated shall within a reasonable time be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation. The Grantor shall not be liable to the Grantee for any cost or expense in connection with any relocation of the Grantee's facilities required under subsection (c) of this Section, except, however, the Grantee shall be entitled to reimbursement of its costs from others and as may be provided by law.

Section 3. The Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of the Grantee to indemnify the Grantor, its

officers, agents, attorneys, servants, employees, or contractos and hold it harmless against any and all liability, loss, cost, injuries (including death), damage, attorney's fees or expense which may accrue to, or be incurred by or charged against the Grantor or any of its officers, agents, attorneys, servants, employees, or contractors by reason of the negligence, gross negligence or intentional torts, default or misconduct of the Grantee in the installation, construction, operation, repair, removal or maintenance of its facilities hereunder. The indemnity hereunder includes not only the costs, expenses and attorneys' fees incurred by the Grantor in defense of any third party's claim (prior to and during all phases of litigation, including trial and post-trial and appellate proceedings) it also includes the costs, expenses and attorneys' fees incurred by the Grantor in the event it must enforce the terms of this indemnity prior to and during all litigation including trial, post-trial and appellate proceedings. This indemnity shall survive termination of this franchise Ordinance, but only for incidents, acts or events, or for acts undertaken by Grantee, which take place during the term of this franchise.

Section 4. All rates and rules and regulations established by the Grantee from time to time shall be subject to such regulation as may be provided by law.

Section 5. As a consideration for this franchise, the Grantee shall pay to the Grantor, commencing 90 days after the effective date hereof, and each month thereafter for the remainder of the term of this franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or imposed by the Grantor against the Grantee's

property, business or operations and those of its subsidiaries during the Grantee's monthly billing period ending 60 days prior to each such payment will equal 6 percent of the Grantee's billed revenues, less actual write-offs, from the sale of electrical energy to residential, commercial and industrial customers (as such customers are defined by FPL's tariff) within the incorporated areas of the Grantor for the monthly billing period ending 60 days prior to each such payment, and in no event shall payment for the rights and privileges granted herein exceed 6 percent of such revenues for any monthly billing period of the Grantee.

The Grantor understands and agrees that such revenues as described in the preceding paragraph are limited to the precise revenues described therein, and that such revenues do not include, by way of example and not limitation: (a) revenues from the sale of electrical energy for Public Street and Highway Lighting (service for lighting public ways and areas); (b) revenues from Other Sales to Public Authorities (service with eligibility restricted to governmental entities); (c) revenues from Sales to Railroads and Railways (service supplied for propulsion of electric transit vehicles); (d) revenues from Sales for Resale (service to other utilities for resale purposes); (e) franchise fees; (f) Late Payment Charges; (g) Field Collection Charges; (h) other service charges.

Section 6. As a further consideration, during the term of this franchise or any extension thereof, the Grantor agrees: (a) not to engage in the distribution and/or sale, in competition with the Grantee, of electric capacity and/or electric energy to any ultimate consumer of electric utility service (herein called a "retail customer") or to any electrical distribution system established solely to serve any

retail customer formerly served by the Grantee, (b) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or electric energy from any third party(ies) to any other retail customer's facility(ies), and (c) not to seek to have the Grantee transmit and/or distribute electric capacity and/or electric energy generated by or on behalf of the Grantor at one location to the Grantor's facility(ies) at any other location(s). Nothing specified herein shall prohibit the Grantor from engaging with other utilities or persons in wholesale transactions which are subject to the provisions of the Federal Power Act.

Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii) from seeking to have the Grantee transmit and/or distribute to any facility(ies) of the Grantor electric capacity and/or electric energy purchased by the Grantor from any other person; provided, however, that before the Grantor elects to purchase electric capacity and/or electric energy from any other person, the Grantor shall notify the Grantee. Such notice shall include a summary of the specific rates, terms and conditions which have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have 90 days to evaluate the offer and, if the Grantee offers rates, terms and conditions which are equal to or better than those offered by the other person, the Grantor shall be obligated to continue to purchase from the Grantee electric capacity and/or electric energy to serve the previously-identified facilities of the Grantor for a term no shorter than that offered by the other person. If the Grantee does not

agree to rates, terms and conditions which equal or better the other person's offer, then the Grantor may proceed with the other person's offered sale and purchase agreement all of the terms and conditions of this franchise shall remain in effect.

Section 7. If the Grantor grants a right, privilege or franchise to any other person or otherwise enables any other such person to construct, operate or maintain electric light and power facilities within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve or compete on terms and conditions which the Grantee determines are more favorable than the terms and conditions contained herein, the Grantee may at any time thereafter terminate this franchise if such terms and conditions are not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 60 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of such terms and conditions that it considers more favorable. The Grantor shall then have 60 days in which to correct or otherwise remedy the terms and conditions complained of by the Grantee. If the Grantee determines that such terms or conditions are not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall be effective on the date of delivery of such notice.

Section 8. If as a direct or indirect consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is permitted to provide electric service within the incorporated



areas of the Grantor to a customer then being served by the Grantee, or to any new applicant for electric service within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve, and the Grantee determines that its obligations hereunder, or otherwise resulting from this franchise in respect to rates and service, place it at a competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this franchise if such competitive disadvantage is not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of the consequences of such action which resulted in the competitive disadvantage. The Grantor shall then have 90 days in which to correct or otherwise remedy the competitive disadvantage. If such competitive disadvantage is not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall take effect on the date of delivery of such notice.

Section 9. Failure on the part of the Grantee to comply in any substantial respect with any of the provisions of this franchise shall be grounds for forfeiture, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal) by a court of competent jurisdiction that the Grantee has failed to comply in a substantial respect with any of the provisions of this franchise, and the Grantee shall have six months after such final determination

to make good the default before a forfeiture shall result with the right of the Grantor at its discretion to grant such additional time to the Grantee for compliance as necessities in the case require.

Section 10. Failure on the part of the Grantor to comply in substantial respect with any of the provisions of this ordinance, including, but not limited to: (a) denying the Grantee use of public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic; (b) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this franchise; (c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-way, shall constitute breach of this franchise and entitle the Grantee to withhold all or part of the payments provided for in Section 5 hereof until such time as a use permit is issued or a court of competent jurisdiction has reached a final determination in the matter. The Grantor recognizes and agrees that nothing in this franchise agreement constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right.

Section 11. The Grantor may, upon reasonable notice and within 90 days after each anniversary date of this franchise, at the Grantor's expense, examine the records of the Grantee relating to the calculation of the franchise payment for the year preceding such anniversary date. Such examination shall be during normal business hours at the Grantee's office where such records are maintained. Records not prepared by the Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree

in writing. Information identifying the Grantee's customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this Section shall not be conducted by any third party employed by the Grantor whose fee, in whole or part, for conducting such audit is contingent on findings of the audit.

Section 12. Grantee understands and acknowledges that Grantor's policies strongly favor undergrounding of utilities and improvement of safety and aesthetics. Grantee has filed a Tariff and has adopted a Mechanism for Governmental Recovery of Undergrounding Fees (MGRUF), along with other undergrounding tariffs. Requests made by Grantor for undergrounding shall be implemented by Grantee in accordance with the applicable tariffs in effect on the date of Grantor's request.

Section 1213. ~~The provisions of this ordinance are interdependent upon one another, and if~~ any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect by a court of competent jurisdiction, ~~the entire ordinance shall be null and void and of no force or effect~~ then said holding shall in no way affect the validity of the remaining portions of this Ordinance. Notwithstanding the foregoing, if any of the provisions or Sections of this Ordinance are held invalid or unconstitutional, the parties shall attempt in good faith to negotiate a new lawful agreement that restores the fundamental terms of this Ordinance. In the event the parties are unable to reach a new lawful agreement,

this Ordinance shall be null and void and of no force and effect.

Section 1314. As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

Section 1415. All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

Section 1516. As a condition precedent to the taking effect of this ordinance, the Grantee shall file its acceptance hereof with the Grantor's Clerk within 30 days of adoption of this ordinance. The effective date of this ordinance shall be the date upon which the Grantee files such acceptance.

PASSED on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

PASSED AND ADOPTED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF PALM COAST, FLORIDA

\_\_\_\_\_  
Milissa Holland, Mayor

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY

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

# City of Palm Coast, Florida Agenda Item

Agenda Date : 10/16/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	4524	<b>Account</b>
		<b>#</b>
<b>Subject</b> ORDINANCE 2018-XX PUBLIC SERVICE ELECTRIC TAX		
<b>Background :</b>		
<p>City staff presented to City Council on August 28, 2018, the 5-Year Capital Improvement Plan that identified the funding need to design and construct the Public Works Facility along with funding needed to continue the Pavement Management Program in future years. City Council requested that staff provide a funding mechanism for these two unfunded priorities.</p> <p>On October 9, 2018, City staff presented an overview of the Public Works Master Plan with proposed funding options. In addition, the proposed funding options would provide for the funding of the Pavement Management Program in future years.</p> <p>City Council directed staff to prepare two draft Ordinances for Council's consideration at a public hearing for a Public Service Electric Tax and/or an Electric Franchise Fee.</p> <p>Attached to this agenda item is the draft for the Public Service Electric Tax. The draft ordinance was amended to include the provision to exempt the first ____ kilowatt hours of electricity for residential uses. In addition, City staff have requested updated projections from FPL as requested by City Council.</p>		
<b>Recommended Action :</b>		
Adopt Ordinance 2018-XX Public Service Electric Tax		

**ORDINANCE 2018-\_\_\_\_\_**  
**PUBLIC SERVICE TAX**

**AN ORDINANCE OF THE CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA, ENACTING A PUBLIC SERVICE TAX ON PURCHASES OF ELECTRICITY SERVICE; PROVIDING FOR APPLICABILITY, LEVY AND AMOUNT, EXEMPTIONS, COLLECTION BY SELLER AND REMITTANCE TO CITY, AND RECORDS OF SALES; PROVIDING PENALTIES FOR FAILURE OF SELLER TO PAY TAX TO CITY AND NONPAYMENT BY PURCHASER; PROVIDING FOR NOTICE TO DEPARTMENT OF REVENUE AND AN INITIAL LEVY DATE; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast (“City”) is granted the authority, under ' 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, the City is authorized pursuant to Section 166.231, Florida Statutes, to impose a public service tax on the purchase of electricity; and

**WHEREAS**, the City Council elects to levy a public service tax on the purchase of electricity; and

**WHEREAS**, the City Council also hereby finds this Ordinance is in the best interests of the public health, safety, and welfare of the citizens of Palm Coast.

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

**SECTION 1. PURPOSE AND LEGISLATIVE FINDINGS.** The above recitals are hereby adopted as the legislative purpose of this Ordinance and as the City Council’s legislative findings.

**SECTION 2. APPLICABILITY**

(a) The provisions of this Ordinance shall apply to all persons, corporations, partnerships, joint adventures, or other bodies or firms selling or purchasing within the City electricity service, regardless of the place of residence or place of business of any such seller or purchaser, and the

tax imposed by this Ordinance shall apply to each and every purchase of such utility service or commodities in the City, except those specifically exempted by this article or by law.

(b) To the extent that any provision of this Ordinance conflicts with, and is preempted by, general law, the conflicting provisions of general law shall apply and govern.

**SECTION 3. LEVY; AMOUNT.**

(a) There shall be imposed and levied by the City, pursuant to Section 166.231, Florida Statutes, a tax upon each and every purchase of electricity service, within the City in the amount of \_\_\_\_\_ percent of each payment received by the seller for the utility service or commodity.

(b) The tax shall be paid by the purchaser to the seller for the use of the City at the time of paying the charge for the service, but not less often than monthly. The \_\_\_\_\_ percent tax levied in this Section may be computed on the aggregate amount of sales during the monthly period; however, the amount of tax collection shall be calculated to the nearest whole cent.

**SECTION 4. EXEMPTIONS.**

(a) The United States and the State, and all political subdivisions, agencies, boards, commissions and lawful authorities thereof, and school districts are hereby exempt from the payment of the tax levied under SECTION 3 LEVY; AMOUNT and in accordance with Section 166.231, Florida Statutes.

(b) For residential uses only, the first \_\_\_\_\_ kilowatt hours of electricity purchased per month shall be exempt from imposition of this tax.

**SECTION 5. COLLECTION BY SELLER; REMITTANCE TO CITY.**

(a) It shall be the duty of every seller of electricity within the City to collect from the purchaser, for use by the City, the tax levied by this Ordinance at the time of collecting the selling price charged for each transaction, and to report and pay over on or before the 15th day of each calendar month to the City all taxes levied and collected during the preceding month.

(b) It shall be unlawful for any seller to collect for any service without at the same time collecting the tax levied by this Ordinance, unless the seller elects to assume and pay the tax without collecting it from the purchaser. Any seller failing to collect the tax at the time of collecting for any service where the seller has not elected to assume and pay the tax shall be

liable to the City for the amount of the tax; however, the seller shall not be liable for the payment of the tax on uncollected bills.

**SECTION 6. RECORDS OF SALES.** Each and every seller of electricity shall keep complete records showing all sales in the City of electricity services. These records shall show the price charged upon each sale, the date of the sale and the date of payment, and shall be kept open for inspection by the duly authorized agents of the City during business hours on all business days. Pursuant to Chapter 166, Florida Statutes, the duly authorized agents of the City shall have the right, power and authority to inspect, audit and make transcripts of these records.

**SECTION 7. FAILURE OF SELLER TO PAY TAXES TO CITY.** If any seller of electricity services taxed by this Ordinance fails to pay any taxes collected pursuant to this Ordinance within ten (10) days after seller is required to pay the same to the City, the seller shall be liable to and shall pay, in addition to the tax, a penalty equal to one percent (1%) per day for each day the payment is in default. If any seller is in default for more than ten (10) days, the City may elect to bring suit to collect payment of the taxed owed to the City and shall be entitled to reasonable attorney's fees if it prevails in such suit. The City may also bring suit to restrain, enjoin or otherwise prevent the violation of this Ordinance. In no event, however, shall any seller be liable to the city for the payment of any tax upon uncollected bills owed by the purchaser.

**SECTION 8. NONPAYMENT OF TAX BY PURCHASER.** Any purchaser failing to pay the tax imposed by this Ordinance shall be liable to the City for a penalty equal to one percent (1%) of the total charge for the utility service or commodities for each day of the default, but not to exceed an amount equal to the tax not paid. The penalty shall be collected by the seller and paid over to the City.

**SECTION 9. NOTICE TO DEPARTMENT OF REVENUE/INITIAL LEVY DATE.**

(a) The City Clerk is directed to notify the Department of Revenue, pursuant to Florida Statutes Section 166.233(2), by November 30<sup>th</sup>, 2018.

(b) The levy amounts will begin on April 1, 2019 and continue thereafter.

**SECTION 10. SEVERABILITY.** If any provision of this Ordinance or the application thereof is finally determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall



continue in full force and effect provided that the illegal, invalid or unenforceable provision is not material to the logical and intended interpretation of this Article.

**SECTION 11. CODIFICATION.** It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinance of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, “Ordinance” may be changed to “Section,” “Article,” or other appropriate word.

**SECTION 12. CONFLICTS.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

**SECTION 13. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon adoption by the City Council of the City of Palm Coast.

**APPROVED** on first reading the 16<sup>th</sup> day of October 2018, at a public hearing.

**ADOPTED** on the second reading the 6<sup>th</sup> day of November 2018, at a public hearing.

ATTEST:

**CITY OF PALM COAST**

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

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

Approved as to form and legality

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