



# City of Palm Coast

## Agenda

### CITY COUNCIL WORKSHOP

City Hall  
160 Lake Avenue  
Palm Coast, FL 32164  
[www.palmcoastgov.com](http://www.palmcoastgov.com)

**Mayor Milissa Holland**  
**Vice Mayor Robert G. Cuff**  
**Council Member Steven Nobile**  
**Council Member Nick Klufas**  
**Council Member Heidi Shipley**

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**Tuesday, April 24, 2018**

**9:00 AM**

**CITY HALL**

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#### **City Staff**

**Jim Landon, 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 televised on Charter Spectrum Networks Channel 495 and on AT&T U-verse Channel 99.
- > All pagers and cell phones are to remain OFF while City Council is in session.

#### **CALL TO ORDER**

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

#### **ROLL CALL**

#### **PUBLIC PARTICIPATION**

#### **PRESENTATIONS**

- 1 PRESENTATION ON THE REVISED 10-YEAR CAPITAL IMPROVEMENT PROGRAM**
- 2 PRESENTATION- DOWNTOWN INNOVATION DISTRICT**
- 3 PRESENTATION ON KEEPING PALM COAST CLEAN AND GREEN**

#### **WRITTEN ITEMS**



- 4 ORDINANCE 2018-XX AMENDING SECTION 3.04.05 OF THE CITY'S UNIFIED LAND DEVELOPMENT CODE (ULDC) TO INCLUDE ADDITIONAL INCENTIVE(S) FOR AREAS WITHIN THE PALM COAST/FLAGLER COUNTY AIRPORT AREA MASTER PLAN
- 5 RESOLUTION 2018-XX APPROVING AN OPTION AND GROUND LEASE AGREEMENT WITH DIAMOND TOWERS V LLC FOR CONSTRUCTION OF A TELECOMMUNICATIONS TOWER AT 1505 PALM HARBOR PARKWAY
- 6 RESOLUTION 2018-XXX APPROVING A WORK ORDER TO MCKIM & CREED, INC., FOR ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR THE WHITEVIEW PKWY FORCEMAIN CROSSING PROJECT
- 7 RESOLUTION 2018-XX APPROVING A WORK ORDER TO CONNECT CONSULTING INC., FOR THE REBUILD/REHABILITATION AND TESTING OF SW-4R
- 8 RESOLUTION 2018-XX APPROVING A WORK ORDER TO CONNECT CONSULTING INC., FOR THE PUMP INSPECTION AND REHABILITATION OF WELL LW-49
- 9 RESOLUTION 2018-XX APPROVING A WORK ORDER TO CONNECT CONSULTING INC., FOR PROFESSIONAL SERVICES TO MODIFY CONSUMPTIVE USE PERMIT NO. 1947
- 10 RESOLUTION 2018-XX APPROVING A CONTRACT WITH SGS CONTRACTING SERVICES, INC., FOR THE CONSTRUCTION OF THE WWTP NO. 1 ODOR CONTROL PROJECT

**PUBLIC PARTICIPATION**

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

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

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

**ADJOURNMENT**

- 11 CALENDAR/WORKSHEET

**ATTACHMENTS TO MINUTES**



# City of Palm Coast, Florida

## Agenda Item

Agenda Date 04/24/2018

<b>Department Item Key</b>	Community Development 3196	<b>Amount Account #</b>
<b>Subject</b>	PRESENTATION ON THE REVISED 10-YEAR CAPITAL IMPROVEMENT PROGRAM	
<b>Background:</b> In preparation for the upcoming budget, the Infrastructure Team has prepared a revised 10-year Capital Improvement Program (CIP). The purpose of a 10-year CIP is to provide decision makers and the general public with a long-range view of upcoming projects. A 10-year perspective allows decision makers to identify project priorities and/or phasing. Included in the 10-year CIP, are utility, stormwater, transportation, parks and recreational, public safety and general government capital projects.  The projects included in the 10-year CIP are those that have been part of the CIP but remain unfunded or partially funded, also included are projects which City Council has discussed for potential funding during various budget discussions over the years to maintain safety, capacity, and “level of service” expected by residents. This long-range financial planning tool is not formally adopted by City Council. It is used to develop the corresponding 5-year CIP that is adopted annually by City Council as part of the City budget.		
<b>Recommended Action :</b> For presentation only.		



## City of Palm Coast, Florida Agenda Item

Agenda Date : 04/24/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	3192	<b>Account</b>
		<b>#</b>
<b>Subject</b>	PRESENTATION- DOWNTOWN INNOVATION DISTRICT	
<b>Background</b> : The Innovation Team will be presenting a kick start program for an innovation district in Town Center.		
<b>Recommended Action</b> : For presentation only.		



## City of Palm Coast, Florida Agenda Item

Agenda Date: 4/24/2018

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	3191	<b>Account</b>
		<b>#</b>
<b>Subject</b>	PRESENTATION ON KEEPING PALM COAST CLEAN AND GREEN	
<b>Background :</b> Council requested a presentation from City staff on our efforts to keep Palm Coast “Clean and Green” and an opportunity to discussion possible enhancements to our efforts.		
<b>Recommended Action :</b> Presentation and Discussion Only.		



# City of Palm Coast, Florida

## Agenda Item

Agenda Date : 4/24/2018

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	3190	<b>Account</b>
<b>Subject</b>	ORDINANCE 2018-XX AMENDING SECTION 3.04.05 OF THE CITY'S UNIFIED LAND DEVELOPMENT CODE (ULDC) TO INCLUDE ADDITIONAL INCENTIVE(S) FOR AREAS WITHIN THE PALM COAST/FLAGLER COUNTY AIRPORT AREA MASTER PLAN.	
<b>Background :</b> In 2009, an Airport Master Plan study was completed for approximately 14,000 acres in and around Flagler County Airport. The study was a cooperative effort amongst local jurisdictions and stakeholders aimed at guiding appropriate development, especially “targeted industries,” to the airport area.  The study area boundary is generally described as Royal Palms Parkway to the north, the Palm Coast City limits to the west, Old Kings Highway to the east, and the Palm Coast City limits to the south. It includes the City’s Community Revitalization Area (CRA) north of State Road 100, the Town Center and Grand Landings Master Planned Developments (MPDs), Flagler Palm Coast High School and the Gateway Overlay Zone.  Based on the study (referred to as the Palm Coast/Flagler County Airport Area Master Plan), the Palm Coast City Council adopted Airport Area Economic Regulations July 21, 2009 with the approval of Ordinance 2009-17.  The proposed Ordinance is the City’s update to Ordinance 2009-17 to include additional incentives for certain properties included in the Palm Coast/Flagler County Airport Area Master Plan. Specifically for Opportunity Areas A and C, state and federal wetland permitting standards shall be considered as acceptable documentation to verify compliance with the City’s ULDC and Comprehensive Plan.		
<b>Recommended Action:</b> Adopt Ordinance 2018-Xx Amending Section 3.04.05 of the City’s ULDC to include additional incentive(s) for areas within the Palm Coast/Flagler County Airport Area Master Plan.		



**ORDINANCE 2018-\_\_\_\_**  
**AMENDMENT TO AIRPORT AREA ECONOMIC**  
**DEVELOPMENT INCENTIVE REGULATIONS**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE CITY OF PALM COAST LAND DEVELOPMENT CODE TO ADOPT AIRPORT AREA ECONOMIC DEVELOPMENT INCENTIVE REGULATIONS; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND EFFECTIVE DATE**

**WHEREAS**, the City of Palm Coast Planning and Land Development Regulation Board, with the assistance of the Citizens Advisory Committee and City staff, developed and prepared a City of Palm Coast Comprehensive Plan, which Comprehensive Plan was enacted by the City Council of the City of Palm Coast in Ordinance Number 2004-8; and

**WHEREAS**, the City Council of the City of Palm Coast has taken appropriate actions under the provisions of State law to implement its Comprehensive Plan with the enactment of the City's Unified Land Development Code in Ordinance Number 2008-23; and

**WHEREAS**, this Ordinance is enacted in accordance with the provisions of the Local Government Comprehensive Planning and Land Development Regulation Act as codified in Part II, Chapter 163, Florida Statutes and Ordinance 2008-23, the City's Unified Land Development Code; and

**WHEREAS**, additionally, the City Council of the City of Palm Coast may act in accordance with the provisions of Article VIII, Section 2(b) of the Constitution of the State of Florida, which provides, in pertinent part, that "municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law and Fla. Stat. 166.021"; and



**WHEREAS**, the City of Palm Coast Community Development Department, along with the assistance and participation of the Flagler County Airport, Enterprise Flagler, the City of Bunnell and Flagler County, as well with input from residents and business owners of the City, developed and prepared a Palm Coast/Flagler County Airport Area Master Plan in 2009; and

**WHEREAS**, the City of Palm Coast has reviewed the 2009 Airport Master Plan and is making recommendations to Section 3.04.05 of the Unified Land Development Code to support continued implementation of the Palm Coast/Flagler County Airport Area Master Plan to enable the continued realization of the community economic development objectives that have been identified by the Flagler County Airport, Flagler County Government, the City of Palm Coast, the City of Bunnell, and Enterprise Flagler. Said objectives including, but not limited to, the development of the Flagler County Airport as an engine for the regional economy; and

**WHEREAS**, this Ordinance is enacted under the general home rule, police powers, and land development regulatory powers of the City of Palm Coast; and

**WHEREAS**, the City of Palm Coast has complied with all requirements and procedures of Florida law in processing, noticing and advertising this Ordinance, including, but not limited to, full and deliberate review and analysis by the Planning and Land Development Regulation Board which has recommended approval of this Ordinance by the City Council.

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

**SECTION 1. LEGISLATIVE FINDINGS AND INTENT.**

The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

The Airport Area Economic Development Incentive Regulations are intended to enable continued, compatible, development of the Flagler County Airport and areas adjacent to the Airport that will stimulate private investment and job creation.

**SECTION 2. APPLICABILITY.**

The special provisions established in this Ordinance shall apply to areas designated as Economic Development Areas and Airport Gateway Opportunity Areas as depicted in the

Ordinance 2018-\_\_\_\_\_



map within **Exhibit B**.

**SECTION 3. ADOPTION OF AIRPORT AREA ECONOMIC DEVELOPMENT INCENTIVE REGULATIONS.**

- (a) **Exhibit A** is hereby adopted into the text of the Ordinance.
- (b) The City Manager is hereby authorized and directed to take any and all necessary administrative actions in order to implement the provisions of this Ordinance.

**SECTION 4. CODIFICATION.**

It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the actions taken by means of this Ordinance as set forth in the Exhibits shall become and be made a part of the Unified Land *Development Code of the City of Palm Coast*; that the Sections of this Ordinance may be renumbered or re-entered to accomplish such intention; that the word, "Ordinance," may be changed to "Section," "Article," or other appropriate word;

provided, that the Land Use Administrator, shall take all necessary actions to modify the Official Zoning Map of the City of Palm Coast in order to implement the actions taken in this Ordinance.

**SECTION 5. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

**SECTION 6. CONFLICTS.** All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

**SECTION 7. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon its passage and adoption.



**APPROVED** on first reading this 1<sup>st</sup> day of May 2018.

**ADOPTED** on the second reading after due public notice and hearing City of Palm Coast this 15th day of May 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

\_\_\_\_\_  
VIRGINIA SMITH, CITY CLERK

Attachments:

Attachment A- Ordinance

Attachment B- Palm Coast/Flagler County Airport Area Master Plan Map

Attachment C- Opportunity Area A and C

Approved as to form and legality:

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



## **EXHIBIT A**

### **3.04.05. *Airport Area Economic Development Incentive.***

- A. *Purpose.* The Palm Coast/Flagler County Airport Area Master Plan proposes specific areas for targeted economic development called Economic Development Areas (EDA). The Airport Area Economic Development Incentive specifies allowable uses and development standards for each EDA. These uses and standards are intended to encourage the development of targeted businesses and other industries at specific locations. The Airport Area Economic Development Incentive can be applied to three distinct areas, which are expected to develop with different intensities and development patterns: EDA-1, EDA-2, and EDA-3 [\[1\]](#) (see Exhibit A to Ord. No. 2009-17).

In order to encourage the desired development to occur within the EDAs specific location-based incentives have been developed. Property-owners (agents) that seek development approval through the Master Planned Development (MPD) rezone process may apply for the location-based development incentives. In addition to the location-based incentives, MPD projects located within the EDAs may also apply for performance-based bonuses. This section (1) introduces the EDA areas and the associated location-based incentives, (2) outlines the processes to access the location-based incentives and (3) introduces performance-based development bonuses that may be available to qualifying development.

Portions of EDA Areas 1, 2, 3 are currently outside City boundaries. Airport Opportunity Areas A and C are currently outside the City boundaries.

- B. *Economic development areas.*

EDA #1 is located adjacent to the southeast side of the airport between the airport's boundary and Seminole Woods Boulevard. EDA #1 is intended to provide for industrial and office development that is compatible with the continuing operation and expansion of the Flagler County Airport.

EDA #2 is located on the north side of Seminole Woods Boulevard. EDA #2 is intended to provide for compact mixed-use development. This area shall be developed as a neighborhood center characterized by employment and retail opportunities. Development shall emphasize pedestrian connectivity to the surrounding residential areas and established neighborhoods.

EDA #3 is located between I-95 and Old Kings Highway. EDA #3 is intended to attract larger corporate office development and foster the development of a campus-like corporate park. Potential users include corporate offices, hotels, higher-density residential, and support uses that benefit from the close proximity to, and with high visibility from, Interstate 95.

#### **C. Opportunity Areas A and C**

Opportunity Area A is located on SR 100 north of the Airport and across from Palm Coast's State Road 100 Community Redevelopment Area and the Gateway Overlay Zone. This area is located within Flagler County, is approximately 30 acres, and has commercial zoning. This site was identified as Opportunity Area A in the 2009 Palm Coast/Flagler County Airport Master .

Opportunity Area C is located on SR 100 north of the Airport and across from Palm Coast's State Road 100 Community Redevelopment Area and the Gateway Overlay Zone. This area is approximately 81 acres, located within Flagler County and has PUD zoning. This site was identified as Opportunity Area C in the 2009 Palm Coast/Flagler County Airport Master Plan.

- DC. *Applicability.* The development incentives and development standards contained in this section shall apply to all new development and redevelopment of sites within the EDAs and



Opportunity Areas A and C. The incentives and standards are intended to encourage targeted industry development within the EDAs to promote superior site and building design, and improve the functional arrangement of buildings and site components, such as parking, utilities, loading, and service areas, and promote a shared vision and compatible built environment as it relates to the SR 100 corridor, which includes the City of Palm Coast's Community Revitalization Area (CRA), Gateway Overlay Zone and Towncenter Master Planned Development (MPD) related-development on the northern side of SR 100.

**E-D. Approval process.** Owners of property within the EDAs have the option of developing under two scenarios as follows:

1. *Current zoning based (entitlement) development.* Applicants have the option of developing their properties subject to the zoning classification of the property. Properties developed based on their current zoning are not eligible for any incentives.
2. *Rezone to Master Planned Development (MPD).* Rezone the property to MPD which will qualify the property for incentives as follows:
  - a. Location-based incentives detailed in Subsection E.
  - b. Performance-based incentives that are outlined in Subsection F.

**E-E. Location-based development incentives.** In order to encourage economic development and job creation at the Economic Development Areas and implement the economic development objectives of the Palm Coast/Flagler County Airport Area Master Plan, the following location-based incentives may be utilized by development reviewed through the MPD process. Note that incentives may restrict building height and/or open space in certain areas. The existing zoning development thresholds are shown to illustrate the Overlay areas' incentives.

#### *Economic Development Area 1*

Regulations	Current Zoning Thresholds				Incentives*
	City of Palm Coast			Flagler County	
	PSP	COM-2	IND-1	IND-PUD	
<b>Open Space</b>	30%	30%	30%	(1)	30%
<b>Height</b>	100' <sup>2</sup>	100' <sup>2</sup>	65' <sup>2</sup>	(1) <sup>2</sup>	100' <sup>2</sup>
<b>FAR</b>	.30	.40	.35	(1)	.50

(1) To be determined during the development agreement approval process.

(2) Must comply with the Airport Approach Hazard Overlay and FAR 77 requirements.

\* Location-based incentives available only through development participating in MPD process.

#### *Economic Development Area 2*

Flagler County					
Regulations	Current Zoning Thresholds			Incentives*	
	AC	NRC PUD	PUD	Mixed Use and Non-Residential	Residential
<b>Open Space</b>	75%	(1)	(1)	40% area wide	40% area wide
<b>Height</b>	No Max. <sup>2</sup>	(1) <sup>2</sup>	(1) <sup>2</sup>	75' <sup>2</sup>	45' <sup>2</sup>



<b>Res. Density</b>	1 unit/20 acres	1 unit/acre	1 unit/acre	12 units/acre	10 units/acre
<b>FAR</b>	N/A	(1)	(1)	.50	N/A
<b>ISR</b>	.25	(1)	(1)	.60	N/A

(1) To be determined during the development agreement approval process.

(2) Must comply with the Airport Approach Hazard Overlay and FAR 77 requirements.

\* Location based incentives available only through development participating in MPD process.

### *Economic Development Area 3*

<b>Flagler County</b>		
<b>Current Zoning</b>		
<b>Thresholds</b>		
<b>Regulations</b>	<b>AC</b>	<b>Incentives*</b>
<b>Open Space</b>	75%	40% per site
<b>Height</b>	No Max.	100' <sup>1</sup>
<b>Res. Density</b>	1 unit/20 acres	Min. 8 to Max. 12 units/acre
<b>FAR</b>	N/A	.55
<b>ISR</b>	.25	.60

(1) To be determined during the development agreement approval process.

\* Location based incentives available only through development participating in MPD process.

F. *Performance based development bonuses.* Performance-based development bonuses may be available for projects that are located within one of the EDAs and that are also utilizing the MPD approval process. These additional bonuses are meant to complement any financial or other incentives that may have been offered by the City to attract targeted developments to the economic development areas and do not exclude the use of additional incentives. These additional incentives shall be based on specific project design and/or satisfaction of other performance criteria as stipulated by the City through the use of a development agreement. Approval of the bonus, including terms and conditions shall be negotiated by the applicant with the City, on a case-by-case basis. Any potential incentives, developed during the negotiations with City, shall be detailed in an associated development agreement. Final approval of the development agreement and the potential use of incentives that may be utilized by the applicant will be at the discretion of the City Council.

1. *Non-residential intensity (floor area ratio-FAR) bonus.*

- a. Developments that incorporate the use of green building practices (as identified by the United States Green Building Council and/or the Florida Green Building Coalition including but not limited to, green roofs, energy efficient windows, solar energy, reused or recycled materials, renewable materials, use of grey water, etc.) in the design and materials of a building, and can demonstrate a significant energy and water consumption reduction may receive a maximum increase of 0.25 FAR.
- b. The use of shared parking helps reduce the amount of paved surface in the case of surface parking, or building mass in the case of structure parking. Therefore,



mixed-use projects within the EDA overlay using the shared parking standards would be eligible for an increase of 0.25 FAR.

2. *Open space requirement reduction bonus.*
  - a. Stormwater management facilities are considered "open space" for the purpose of meeting the open space requirement. Combining such facilities with neighboring properties may decrease the need for buffers around ponds. Therefore, the use of shared or off-site stormwater management facilities for multiple developments may allow for a reduction in the open space requirement of the master plan development by up to five percent.
  - b. Developments within the EDA overlay may reduce the open space requirement by a maximum of five percent if the development incorporates the use of a permeable or semi-permeable surface for parking spaces. The amount of permeable/semi-permeable surface shall be no less than the proposed reduction in open space. In no case shall stormwater requirements be reduced. Stormwater management facilities shall meet all applicable City and St. Johns River Water Management District rules and regulations.
3. *Parking space requirement reduction bonus.* The City encourages development design and use concepts that provide transportation alternatives that may reduce the dependence on and the use of automobiles. The use of Transportation Demand Management (TDM) practices in the design and construction of development projects may qualify a project for a reduction in minimum parking space requirements by a maximum of ten percent. TDM practices and facilities include but are not limited to:
  - Inclusion of employee drop-off and pick-up areas in the development;
  - Inclusion of cab (taxi) stand areas in the development;
  - Inclusion of on-site, employee service facilities such as, daycare facilities, cafeterias, etc., in the development;
  - Inclusion in project design and development of improved connections to planned or existing bike or pedestrian paths to the facility;
  - Provision of bicycle storage facilities (racks/lockers) and changing facilities for employees (locker rooms and showers); and,
  - Inclusion in project design and development of facilities to accommodate planned or existing mass transit (buses). This may include, but is not limited to, bus turnouts, bus shelters, bus lanes, and park and ride lots.
4. *Setback requirement reduction bonus.* The minimum required setbacks may be reduced by a maximum of five feet for the front setback and two feet for the rear and side setbacks if additional landscaping (must exceed 20 percent of the required plant material and provide a variety of species) is provided within the required buffer yards. Setback reductions are not available for parcels local on the following roadways: Seminole Woods Boulevard, Belle Terre Boulevard, and Old King's Road.
5. *Green development LEED certification (fee refund).* The Leadership in Energy and Environmental Design (LEED) Green Building Rating System, developed by the U.S. Green Building Council (USGBC), provides a suite of standards for environmentally sustainable construction. The Florida Green Building Coalition (FGBC) also offers Green Building certification. If a completed project receives a LEED certification from the USGBC, the developer may request a refund up to 60 percent of the associated Rezoning Application Fee and Technical Site Plan Application Review Fee. The applicant shall provide the City acceptable documentation of the project receiving LEED certification from the USGBC. If a completed project receives a Green Building certification from the FGBC, or an equivalent certification (such as the National Association of Home Builders National Green Building Standards), the developer may request a refund up to 40 percent of the associated Rezoning Fees and Site Development Review Fees. The applicant shall provide the City acceptable documentation of the project receiving LEED certification and Green Building



certification from the USGBC and the FGBC respectively, or documentation of an equivalent certification. The development agreement associated with the MPD project seeking this refund must contain language stating that the developer will be seeking said refunds upon completion of the project and after issuance of the certificate of occupancy.

Specifically for Opportunity Areas A and C, state and federal wetland permitting standards shall be considered as acceptable documentation to verify compliance with the City's ULDC and Comprehensive Plan.

(Ord. No. 2018-XX, § 3 (Exh. A), 7-21-09; [Ord. No. 2015-9](#), § 2, 8-4-15)

Footnotes:-

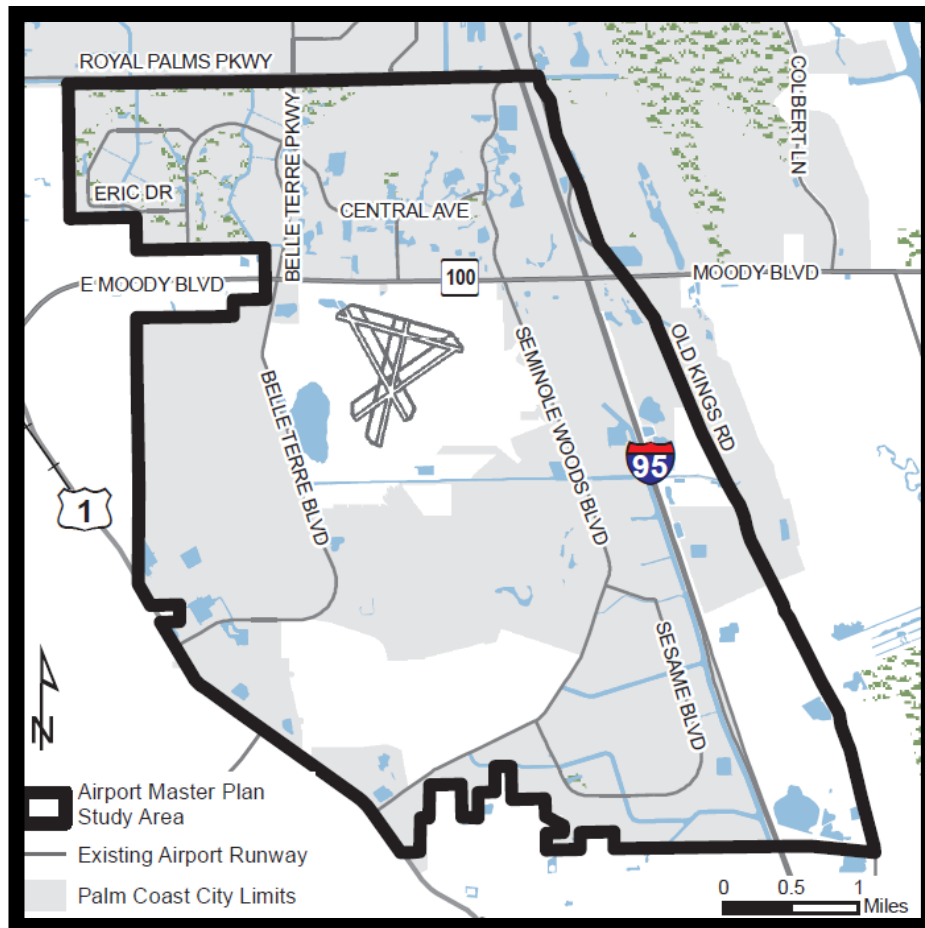
~~---(1)---~~

~~Areas 2, 3 and a portion of 1 are currently outside City boundaries.~~



## EXHIBIT B: LOCATION MAP

The boundaries of the Palm Coast/Flagler County Airport Area Master Plan are shown below



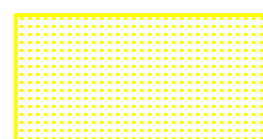



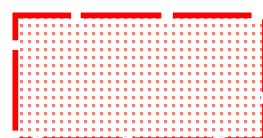









# Airport Master Plan Study



Airport Master Plan Area

Airport Property

Opportunity Sites

In Airport MPA, Outside of City Limits

CRA

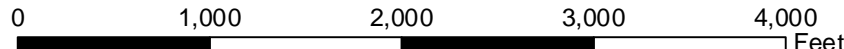

2009 EDA


Palm Coast City Limits

City of Bunnell

2017 FDOT Aerial Imagery

Date: 3/22/2018







# City of Palm Coast, Florida

## Agenda Item

Agenda Date : 04/24/2018

<b>Department</b>	Information Technology	<b>Amount</b>
<b>Item Key</b>		<b>Account</b>
<b>Subject</b>	RESOLUTION 2018-XX APPROVING AN OPTION AND GROUND LEASE AGREEMENT WITH DIAMOND TOWERS V LLC FOR CONSTRUCTION OF A TELECOMMUNICATIONS TOWER AT 1505 PALM HARBOR PARKWAY	
<b>Background :</b> On May 1, 2017, City Council approved a contract with Diamond Towers for Telecommunications consulting to improve wireless coverage throughout the City of Palm Coast. The scope of services included developing a wireless master plan and attracting additional carriers to existing towers and developing new towers on potential sites identified in the wireless master plan. In exchange for these services, the City shares increased revenue generated from leases of existing towers and new towers, as outlined in the approved contract.  Diamond Towers V LLC has requested to lease City property located at 1505 Palm Harbor Parkway (Fire Station 24), for the purpose of constructing a 150-foot high, telecommunications facility (structure). The tower will be a monopole style tower with a full antennae array. This facility will have the capacity to accommodate at least four (4) carriers. This site is part of the approved Wireless Master Plan.  The terms of the lease agreement are consistent with the City Council approved contract with Diamond Towers. Some of the highlights are as follows:  1. Initial term will be five years with the option to extend for nine, five-year periods. 2. A Site Development Fee of \$25,000 shall be paid to the City upon the commencement of construction of the tower. 3. City shall receive 40% of any new recurring revenue generated by the tower. 4. Diamond Towers V LLC will have access to the land to build a 150-foot structure and house ground equipment on the site.		
<b>Recommended Action :</b> Approve Resolution 2018-XX approving an Option and Ground Lease Agreement with Diamond Towers V LLC for construction of a telecommunications tower at 1505 Palm Harbor Parkway.		



## **OPTION AND GROUND LEASE AGREEMENT**

**THIS OPTION AND GROUND LEASE AGREEMENT** (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ (“Option Date”), between the **CITY OF PALM COAST** (“Optionor” or “Lessor”), at 160 Lake Avenue, Palm Coast, Florida, 32164, and **DIAMOND TOWERS V LLC** (“Optionee” or “Lessee”), a Delaware limited liability company, at 820 Morris Turnpike, Suite 104, Short Hills, NJ 07078. Collectively, the Optionor/Lessor and the Optionee/Lessee may be the “Parties.”

1. **Grant of Option.** For good and valuable consideration and mutual promises, Optionor grants unto Optionee and its assigns, an exclusive and irrevocable option to lease (“Option”) a certain parcel of real property, at the City of Palm Coast Fire Station #24 (“Site”) as more particularly described in Exhibit “A,” attached and incorporated by reference.

2. **Option Initial Term.** The initial term of the Option is for six (6) months from the Option Date (“Option Initial Term”).

3. **Consideration for Option.** Consideration for the Option Initial Term is One Thousand and 00/100 Dollars (\$1,000.00) plus applicable taxes (“Option Consideration”) to be paid by the Optionee to the Optionor within fourteen (14) days of execution of this Agreement.

4. **Extension of Option.** This Option will be automatically extended by Optionee for each of two (2) additional six (6) month periods (“Option Renewal Term(s)”) unless Optionee notifies Optionor of its intent not to extend the Option. Additional consideration of One Thousand and 00/100 Dollars (\$1,000.00) is due within fourteen (14) days of the commencement of any Option Renewal Term.

5. **Exercise of Option.** Optionee may, at its sole discretion, exercise its option and commence the Ground Lease by delivery of written notice to Optionor at any time during the Option Initial Term or any Option Renewal Term (the “Commencement Date”). The exercise of the Option may not be later than eighteen (18) months following the date of execution of this Agreement. Optionee must notify Optionor in writing, following the requirements of Section 19 of the Ground Lease, of the recordation of the Memorandum of Lease. Upon Optionor’s receipt of Optionee’s notice of exercise of option and recording of the Memorandum, the terms of the Ground Lease (“Lease”), beginning on page 3, will govern the relationship of the Parties.

6. **Optionor’s Representations and Warranties.** As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee’s successors and assigns that:

- (a) Optionor has good and marketable title to the Site, free and clear of all liens and encumbrances;
- (b) Optionor has the authority to enter into and be bound by the terms of this Option;
- (c) Optionor is not aware of any pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Optionor which may otherwise affect Optionor’s rights to the Site; and



- (d) The Site is not subject to an option, lease, or other contract which may adversely affect Optionor's ability to fulfill its obligations under this Option, and Optionor covenants it will not enter into any contract which will affect the Site until this Option expires or is terminated by Optionee.

These representations and warranties will survive the exercise of the Option and the term of the Lease.

7. **Inspections and Investigations.** Optionor grants to Optionee, its officers, agents, employees, and independent contractors, the right and privilege to enter upon the Site at any reasonable time after the Option Date and after obtaining written approval from Optionor (not to be unreasonably withheld, conditioned, or delayed), to perform site inspections, which may include test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Site. Optionor will provide Optionee with keys and access codes to the Site, if needed, for ingress and egress. The right to access the Site is for the limited purpose of evaluating the feasibility of the Site. Optionee is not an owner or operator of the land and will have no ownership or control of any portion of the Site prior to the execution of this Option. Optionee may not unreasonably interfere with Optionor's use of the Site in conducting these activities. Optionee has the right, at its cost and expense, and with written approval from Optionor (not to be unreasonably withheld, conditioned, or delayed), to have the Site surveyed and to obtain, from a title company of its choice, a title report of commitment for a leasehold and title policy covering the Site. Optionor will remove any survey or title defects that may adversely affect Optionee's leasehold title or its ability to mortgage the leasehold interest. In the event Optionor fails to cure any such defects, Optionee's sole remedy will be to declare this Option to be void and of no further effect, in which case there will be no further liability by Optionee to Optionor. Optionee will indemnify Optionor against all liability, damage, claim, cost and expense resulting from Optionee's exercise of this right of entry. Optionee agrees to restore the Site to substantially the same condition it was in prior to investigating.

8. **Further Acts.** Optionor will cooperate with Optionee in executing or filing of any documents necessary to protect Optionee's rights under this Option, to allow Optionee's use of the Site, and to affect the intent of this Option.

9. **Successors and Assigns.** This Option is binding upon and inures to the benefit of the Parties, their respective heirs, successors, personal representatives and assigns.

10. **Third-Party Beneficiaries.** This Option benefits Optionor and Optionee only. It is not intended for the benefit of any other party.

11. **Assignability.** This Option shall not be assigned by any party except as follows: 1) Optionee may assign this Option or any portion thereof to an affiliate or subsidiary of Optionee in which subsidiary or affiliate of Optionee or Optionee's direct or indirect parent retains at least a 50% ownership, and shall provide prior written notice of such assignment to Optionor, 2) to a party who acquires a majority of the assets of Optionee, or 3) Optionee may grant a security interest in this Option and the Tower Facilities, and may assign this Option and the Tower Facilities to any such holders of security interests, including their successors and assigns (hereinafter, collectively referred to as "Secured Parties"). In such event, Optionor shall execute such consent as may reasonably be required by Secured Parties. Optionee shall have the right, without Optionor's consent, to sublease or assign its rights under this Option and to permit any of its sublessees to in turn sublicense or sublease its interests, but any such sublease or assignment shall be subject to all



terms and conditions of this Option. Upon assignment of all of its rights pursuant to this Option, and the execution of a written assumption of all of the terms and conditions of the Option by the assignee, Optionee shall be released from any further liability under this Option. Optionee shall have the right, without Optionor's consent, to sublease its rights under leases of Tower Facilities if allowed in the lease, but any such sublease shall be subject to all terms and conditions of this Option and the lease.

12. **Waiver of Claim.** Except as specifically provided in this Agreement, in no event will Optionor or Optionee be liable to the other for, and Optionee and Optionor each hereby waive the right to recover, incidental, consequential (including, but not limited to, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

13. Paragraph No. 33, Miscellaneous, of the Ground Lease, applies to this Option Agreement.

14. **Applicability of the Ground Lease.** The terms of the Ground Lease, beginning on Page 3, will be effective upon Optionee's exercise of this Option.

### **GROUND LEASE GOVERNING THE RELATIONSHIP OF THE PARTIES UPON THE EXECUTION OF THE OPTION**

1. **Leased Premises.** Lessor will lease the property and grant a non-exclusive easement for ingress, egress and utilities for the duration of the Lease.

(a) The leased area is depicted in and attached as Exhibit "A" (the "Leased Premises"),

(b) The Leased Premises will be utilized to construct, support and operate a wireless communications facility. The facility will include a communication tower, antennas, cables, and related structures and improvements. The Tower Facilities (defined below) will be in the location shown in Exhibit "A". Lessee's utilization of the Leased Space must be consistent with Sections 5 and 8 of this Lease; and for other purposes which are ancillary and appurtenant, with Lessor's prior-written consent, which will not be unreasonably withheld or delayed.

2. **Initial Term.** The term of this Lease is five (5) years commencing on the Commencement Date, and terminating on the fifth (5<sup>th</sup>) anniversary of the Commencement Date ("Initial Term"). The Parties agree that a Memorandum of Lease, attached as Exhibit "C," will be executed and recorded in the public records, setting forth the Lease Commencement Date and other matters. The Parties agree that Lessee will record the Memorandum of Lease in the public records. Lessee will notify Lessor in writing of the recordation of the Memorandum and Exercise of Option as noted in Section 19.

3. **Renewal Terms.** This Lease may be renewed for nine (9) additional five (5) year terms, ("Renewal Terms"). Each Renewal Term will be on the same terms and conditions as noted in this Lease. The Lease will automatically renew for each successive Renewal Terms unless Lessee notifies Lessor, one hundred twenty (120) days prior to the expiration of the Initial Term or the Renewal Term then in effect, of its intention not to renew the Lease.

4. **Rent.** Commencing on the first day of the calendar month following the Commencement



Date, Lessee will pay to Lessor the rent ("Rent") provided in the Rent Schedule attached as Exhibit "D," which will include applicable State, County and local sales, rent or use tax.

(a) Rent must be paid by the tenth (10<sup>th</sup>) day of each calendar month, and must be remitted to the address shown for Lessor in the Lease, or such other address as Lessor may direct by written notice to Lessee.

(b) If the Commencement Date, or the date of termination (the "Termination Date"), of this Lease is other than the first (1<sup>st</sup>) day of the month, rent will be prorated. If termination of this Lease occurs for any reason, other than for nonpayment of Rent, all Rent paid before the Termination Date for a period after the Termination Date, will be refunded to Lessee.

(c) Lessee shall pay Lessor a Site Development Fee of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) upon the commencement of construction of the Tower, as defined herein.

5. **Use.**

(a) The Leased Premises may be used by Lessee for the transmission and receipt of wireless communication signals in all lawfully authorized frequencies and other uses as permitted under applicable zoning regulations to accommodate four (4) broadband wireless cellular carriers.

(b) Lessee may construct and maintain a One Hundred Fifty Foot (150') monopole telecommunications tower (the "Tower"), structural tower base(s), communications equipment, one or more buildings or equipment cabinets, radio transmitting and receiving antennas, personal property and related improvements and facilities (the "Tower Facilities"). Lessee's Tower Facilities will be subject to applicable permitting, laws, regulations and ordinances.

(c) Lessee agrees that the Tower will comply with FAA rules and regulations regarding lighting of the Tower.

(d) Lessee may construct additional improvements, demolish and reconstruct improvements, or restore, replace and reconfigure improvements during the term of this Lease, provided it complies with all applicable regulations.

(e) Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, licenses and permits required for Lessee's use of the Leased Premises, and will provide those to Lessor (the "Governmental Approval").



6. **Lessor's Representation and Warranties.** Lessor represents and warrants that:

- (a) To the best of its knowledge, Lessee's intended use as noted in Section 5 is not prohibited by covenants, restrictions, reciprocal easements, servitudes, subdivision rules or regulations;
- (b) It will not use, nor permit its lessees, licensees, invitees or agents to use, any portion of adjacent real property owned by Lessor which interferes with the wireless communications operation of Lessee;
- (c) To the best of its knowledge, no Hazardous Materials, as defined below, have been generated, stored, disposed of or are present on or under the Leased Premises and the Easement(s) prior to the Commencement Date of this Lease;
- (d) It has the full right, power, and authority to execute this Lease;
- (e) It has good and marketable fee simple title to the Leased Premises and the Easement(s); and
- (f) The Leased Premises constitutes a legal lot that may be leased without the need for any subdivision or platting approval.

7. **Lessee's Representations and Warranties.** Lessee represents and warrants that:

- (a) It will not operate, or allow its tenants to operate any frequencies that would interfere with any governmental or Federal Aviation Administration (FAA) frequencies or equipment, or emergency services frequencies or equipment;
- (b) All licensed contractors and subcontractors used by Lessee are authorized to work in the City of Palm Coast, Florida;
- (c) It will keep current all licenses, permits, or certificates required for the operation and maintenance of the Leased Premises; and
- (d) It is duly authorized to conduct business within the state of Florida.
- (e) **Mechanic's Liens.** Lessee shall keep the Tower and the Site free and clear of all mechanic's and materialmen's liens arising from or relating to the installation, repair, maintenance, or removal of the Lessee's Tower Facilities on or from the Tower or the Site and Lessee's structural enhancement of the Tower, if any, and for a one hundred twenty (120) day period after completion of the installation, repair, maintenance, or removal of the Lessee's Tower Facilities on or from the Tower or the Site or any structural enhancements to the Tower. If an installation, repair, maintenance, or removal of the Lessee's Tower Facilities on or from the Tower or the Site or structural enhancement of the Tower, Lessee shall cause any such lien to be bonded or discharged of record within sixty (60) days of being notified of the lien. If Lessee fails to bond or discharge the lien within such sixty (60) day period, Lessor, in addition to any other rights or remedies available at law or equity, shall have the right to discharge the lien by paying the amount claimed to be due or to



bond the lien. Any amount paid by Lessor in discharging or bonding any lien together with all reasonable; costs and expenses, including, without limitation, reasonable attorney's fees and costs, shall be immediately due and payable to Lessor upon demand from Lessor, and Lessee agrees to indemnify and hold harmless Lessor from all such amounts.

8. **Improvements, Utilities, Access, Maintenance.**

(a) Lessee may, at Lessee's expense, erect and maintain on the Leased Premises the Tower Facilities and other structures as noted in Section 5. The Tower Facilities are the exclusive property of the Lessee.

(b) Lessor grants Lessee an easement in other real property owned by Lessor in form to be approved by the Parties as reasonably required to construct the Tower Facilities. Said easement will be for the duration of construction of the Tower Facilities, and will be in a location selected by Lessor.

(c) Lessee may install utilities and improve present utilities on the Leased Premises (including but not limited to the installation of emergency power generators), at Lessee's expense. Lessee has the right to permanently place utilities on the Easement(s) to service the Leased Premises and Tower Facilities, except that emergency power generators may not be placed on the Easement(s) (but may be placed in the Lease Premises). If utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Easement(s), Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities (other than emergency power generators) on other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s), provided that such alternative locations are reasonably available, and acceptable to Lessor. In which case, Lessor will, upon Lessee's request, execute a separate written easement to be recorded by Lessee evidencing this right.

(i) Lessee must pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee may draw electricity and other utilities from the existing utilities on the Site through a separate meter or obtain separate utility service from any utility company that will provide service to the Site (including a standby power generator for Lessee's exclusive use). Lessor agrees to sign such documents or easements as required by the utility company to provide service to the Leased Premises.

(d) Lessee will, during this Lease, enjoy ingress, egress, and access from the Leased Premises to an open and improved public road which presently exists under the easement form attached as Exhibit "B" to this Agreement. If the public road ceases to exist, Lessor will grant, if reasonably available, an easement to Lessee in a form acceptable to the Parties, and Lessee's sublessees and assigns, so they may, at their own expense, construct a suitable private access drive to the Leased Premises. To the degree such access is across other property owned by Lessor, Lessor will execute a non-exclusive easement in a form to be approved by the Parties evidencing this right. Lessor will not engage in activities on the Easement(s) that will interfere with Lessee, its licensees, invitees, sublessees or agents'



utilization of the Easement(s), and Lessee will not interfere with Lessor's use of the Easement(s). Such access will be provided twenty-four (24) hours per day, seven (7) days per week.

(e) Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed all tree limbs which may interfere with or fall upon Lessee's Tower Facilities and Easement(s) rights, with notice to Lessor, and subject to Lessee obtaining all required permits.

(f) Lessee must maintain, at its own expense and in a manner consistent with good business practice, the Leased Premises in good overall appearance, repair and safe condition.

(i) Lessee must repair all damages to the Leased Premises or Easement(s) caused by Lessee's employees, or agents. The quality of the repairs, replacements, and maintenance must be equivalent to the original in material and workmanship.

(ii) All paint color and exterior signage, except for any paint color or signage required by applicable laws, regulations or permit conditions, must be submitted to and approved in writing by Lessor prior to application.

(iii) Lessee must maintain the tower in good working order and appearance and must maintain the structural integrity of the Tower, in accordance with all industry standards.

(iv) In accordance with industry standards, Lessee shall perform all Electronic Industries Alliance/Telecommunications Industry Association inspections ("EIA/TIA Inspection") on the Tower Facilities. Lessee will provide copies of same reports to Lessor upon request. If Lessor determines (in Lessor's reasonable judgement) that there are safety or maintenance concerns on the Tower, at Lessor's full cost and expenses (and at no expense to Lessee and upon written notice by Lessor, Lessee shall perform an EIA/TIA Inspection of the Tower. In the event that such inspection shall detect a safety or maintenance deficiency on the Tower the Lessee shall (using commercially reasonable efforts) have thirty (30) days to cure all such deficiencies or the Lessor shall have the right to cure same. Any expenses (except the cost of an EIA/TIA Inspection) incurred by the Lessor in remedying such deficiencies on the Tower required to be performed by the Lessee may be recovered by Lessor.

(v) Lessee must, at its own expense, keep the Leased Premises mowed and groomed and not allow the accumulation of trash or debris. The landscaping must be maintained in a manner consistent with good horticultural practices, and free of unsightly conditions.

(vi) Interruptions. Lessor and Lessee agree that (subject to Lessor's negligence, gross negligence, or willful misconduct), Lessor shall have no responsibility or liability whatsoever for interruptions, disruptions, or failures in the Lessee's Tower Facilities or the operation of the Lessee's Tower Facilities including, without limitation, equipment failures, utility failures, structural failures, or otherwise.



Lessor shall not give any unauthorized access to Lessee's Equipment; however, Lessor shall not be responsible to Lessee for any unauthorized access by non-related third parties. In all maintenance, repair, or replacement work performed by Lessor on Lessor's equipment located on the Tower or Leased Premises, Lessor shall take all reasonable steps to not interrupt or interfere with the operation of Lessee or Lessee's sublessees', Tower Facilities, communications system or equipment without Lessee's written agreement.

9. **Termination.** Except as otherwise provided, this Lease may be terminated with no penalty or further liability upon written notice as follows:

(a) Upon thirty (30) days written notice by Lessee to Lessor, if Lessee cannot obtain or maintain, despite commercially reasonable efforts, any license, permit or other Governmental Approval for the construction and operation of the Tower Facilities or Lessee's business;

(b) By Lessee, for any reason, upon one (1) year's advance written notice;

(c) By either Party upon default of any covenant or term, which default is not cured within forty-five (45) days of receipt of written notice of default (without however, limiting any other rights available to the Parties under any other provisions). However, if the defaulting party commences efforts to cure the default within such period and diligently pursues curing of the default to completion within a reasonable time period, the non-defaulting Party may not declare a default;

(d) So long as Lessee is not diligently pursuing a cure of the below defaults (within a reasonable time period), Lessor may terminate this Lease, upon 30 days written notice to Lessee, if:

(i) Lessee defaults in the payment of Rent, other charges or expenses, or any installment which has not been paid within thirty (30) days after Lessor's written notice to Lessee that payment is due;

(ii) Lessee files a voluntary petition in bankruptcy; or proceedings in bankruptcy are instituted against Lessee and Lessee is adjudicated bankrupt under such proceedings;

(iii) A receiver or trustee is appointed over the property of Lessee; or

(iv) A levy is issued or entered against leasehold interests of Lessee. or

(e) Three years from the date that Lessee's last sublessee vacates (terminates the sublease and removes all equipment from Tower Facilities) or three years from the date of Lessee's most recent rent payment to Lessor, whichever is later, if Lessor desires to terminate this agreement, Lessor shall provide Lessee with one hundred and twenty (120) days ("Notice Period") prior written notice ("Notice"). If during the Notice Period a new sublessee signs a sublease, or Lessee is actively engaged in acquiring a new sublessee, Lessor's Notice shall be invalidated and this Agreement shall continue in full force and



effect.

10. **Surrender.**

- (a) Upon termination or expiration of this Lease, Lessee will:
  - (i) Within one hundred twenty (120) days, remove the Tower Facilities and all other personal property and improvements which Lessee has installed on the Leased Premises and Easement(s) (except for portions of foundations eighteen inches (18") below ground level);
  - (ii) Peaceably and quietly deliver possession of the Leased Premises to Lessor; and
  - (iii) Repair, at its sole cost, damage to the Leased Premises or adjacent land owned by Lessor due to Lessee's removal of its equipment or personal property to Lessor's reasonable satisfaction.
- (b) Upon a termination by Lessor pursuant to Section 9(d), Lessor will have the right at its option and with thirty (30) days prior-written notice to Lessee of the termination to:
  - (i) Remove Lessee and anyone claiming rights to the Leased Premises by summary proceedings or by any other lawful manner;
  - (ii) Repossess and enjoy the Leased Premises; and
  - (iii) Recover immediately from Lessee:
    - 1. Unpaid rent;
    - 2. Rent for the remainder of the then current Lease term, reduced to present value; and
    - 3. Any other damages caused by or resulting from the termination of the Lease.

NOTE: The rights of Lessor are cumulative. The exercise of rights under this Section will not exclude other rights and remedies authorized by law. No waiver by Lessor will operate as a waiver of any future default. Lessee expressly waives any right of redemption under any laws if Lessee is evicted or dispossessed for any cause.

11. **Removal Bond.** Lessee will provide Lessor with a copy of a construction or removal bond procured by Lessee in the amount of Thirty Thousand and 00/100 Dollars (\$30,000.00), naming Lessor as obligee thereunder, which bond may be used by Lessor toward the reasonable cost of removing and storing any Tower Facilities not removed by Lessee upon the expiration or termination of this Agreement and restoring the Lease Premises. Lessee will be obligated to timely pay required bond premiums in order to ensure that the bond remains in full force and effect during



the Term and any Renewal Term of this Agreement, until such time as Lessee's obligations to remove the Tower Facilities and make any repairs to the extent required under this Agreement are satisfied.

12. **Sublessee's Improvements.** Lessee's assignee(s) and sublessee(s) may modify and erect additional improvements on the Leased Premises, including antennas, dishes, cabling, additional storage buildings or equipment shelters as are reasonably required for the operation and maintenance of the communications equipment. The Lessee's assignee(s) and sublessee(s) have rights of ingress and egress to the Leased Premises and to install utilities to and on the Leased Premises and Easement(s) as if they were the Lessee under this Lease. Said assignee(s) and sublessee(s) are subject to all terms and conditions of this Lease. All assignees and sublessees must sign the agreement, attached as Exhibit "E," agreeing to be bound by the terms of the lease.

13. **Permits.** Lessee must acquire and keep current all licenses, permits, and certificates (City, County, State and Federal) required for the conduct of its activities at the Leased Premises. Lessee agrees not to allow any of the licenses, permits, or certificates to become delinquent.

14. **Compliance with Laws.** Lessee must, at its own expense, and at no expense to Lessor, materially comply with all laws, regulations, rules, ordinances, and requirements (enacted or may be enacted during this Lease) of the City, County, State and Federal authorities and agencies, which affect this Lease, the land granted by this Lease, and any improvements or operations on the Leased Premises. These include all lawful rules and regulations relating to Stormwater Pollution, Spill Prevention Control, and Countermeasure Program which may be promulgated by Lessor. Nothing in this Lease may be deemed to create an affirmative duty of Lessor to abrogate its sovereign right to exercise its police powers which includes the power to act under its zoning and land use codes.

15. **Destruction of Premises.** If the Leased Premises or the Tower Facilities are destroyed or damaged, to the extent that they hinder the effective use of the Tower Facilities in Lessee's judgment, based on reasonable standards used by similar types of businesses, Lessee may elect to terminate this Lease in full as of the date of the damage or destruction by notifying the Lessor in writing. All rights and obligations of Lessee to Lessor and vice versa will cease as of the date of the damage or destruction, except for Lessee's obligation to remove Lessee's improvements; pay any Rent due up to that date; and any other provisions of this Lease that may survive the termination of this Lease. Lessee will be entitled to the reimbursement of any Rent prepaid by Lessee.



16. **Condemnation.** If a condemning authority takes all of the Leased Premises or Easement(s), or a portion sufficient to render the Leased Premises or Easement(s), in the opinion of the Lessee, using reasonably acceptable standards for the profession, unsuitable for uses consistent with Section 5, this Lease will terminate as of the date the title vests in the condemning authority. Lessee may file its own claims against the condemning authority for the value of its Tower Facilities, moving expenses, prepaid rent and business dislocation expenses. A sale of all or part of the Leased Premises or Easement(s) to a purchaser with the power of eminent domain, in the face of the exercise of eminent domain power, will be treated as a taking by condemnation.

17. **Insurance.** Lessee must purchase and maintain in full force and effect throughout the term of this Lease insurance pursuant to Exhibit "F" attached hereto.

18. **Lessee's Environmental Covenants and Indemnity.** As used in this Lease, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is, or becomes designated as such, including those designated as a hazardous substance under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act and the Clean Water Act.

(a) During the term of this Lease, Lessee must ensure the presence, use, storage, and disposal of any Hazardous Material, on or under the Leased Premises by Lessee, its agents, employees, business invitees, contractors or sublessees, comply with all laws, rules, regulations and orders. Lessee may not install or permit the installation of any underground storage tanks on the Leased Premises.

(b) Lessee, its grantees, successors, and assigns will indemnify, defend, reimburse and hold harmless Lessor from and against environmental damages caused by the presence of Hazardous Materials on the Leased Premises in violation of any applicable environmental laws and arising as the result of Lessee's activities after the execution of this Agreement. The warranty and indemnity of Lessor described in this Section will survive the termination of this Lease.

19. **Notices.** All notices required or permitted under this Lease must be in writing and are deemed effective upon personal delivery to a Party's employee, or upon certified U.S. Mail with return receipt signed by a Party's employee, or via overnight delivery upon signature receipt of a Party's employee. Such notices must be addressed to the Party at the addresses shown below, or at such other address or addresses as either Party designates to the other in writing under this Section:

As to Lessor: City of Palm Coast  
Attn: IT Department  
160 Lake Avenue  
Palm Coast, Florida 32164  
(386) 986-3735  
(386) 986-4775 fax

As to Lessee: Diamond Towers V LLC  
Attn: Lease Administration  
820 Morris Turnpike, Suite 104



20. **Warranties, Covenants, and Guarantees.** Lessor makes no warranty, guarantee, or covenant of any nature, including covenants of quiet enjoyment, title or averment, or any warranty or representation concerning the condition of the Leased Premises. Lessor will not be responsible for any loss, damage, or costs which may be incurred by Lessee by any such condition. Lessee must take the Site and Leased Premises in as-is condition.

21. (RESERVED)

22. **Assignments and Subleases.**

This Agreement shall not be assigned by any party except as follows: 1) Lessee may assign this Agreement or any portion thereof to an affiliate or subsidiary of Lessee in which subsidiary or affiliate Lessee or Lessee's direct or indirect parent retains at least a 50% ownership, and shall provide prior written notice of such assignment to Lessor, 2) to a party who acquires a majority of the assets of Lessee, or 3) Lessee may grant a security interest in this Agreement and the Tower Facilities, and may assign this Agreement and the Tower Facilities to any such holders of security interests, including their successors and assigns (hereinafter, collectively referred to as "Secured Parties"). In such event, Lessor shall execute such consent as may reasonably be required by Secured Parties. Lessee shall have the right, without Lessor's consent, to sublease or assign its rights under this Agreement and to permit any of its sublessees to in turn sublicense or sublease its interests, but any such sublease or assignment shall be subject to all terms and conditions of this Agreement. Upon assignment of all of its rights pursuant to this Agreement, and the execution of a written assumption of all of the terms and conditions of the Agreement by the assignee, Lessee shall be released from any further liability under this Agreement. Lessee shall have the right, without Lessor's consent, to sublease its rights under leases of Tower Facilities if allowed in the lease, but any such sublease shall be subject to all terms and conditions of this Agreement and the lease.

23. **Successors and Assigns.** This Lease runs with the Leased Premises described on Exhibit "A" and is binding upon and inure to the benefit of the Parties, their respective heirs, successors, personal representatives, and assigns.

24. **Waiver of Incidental and Consequential Damages.** Except as specifically provided in this Agreement, in no event will Lessor or Lessee be liable to the other for, and Lessee and Lessor each hereby waive the right to recover incidental, consequential (including, but not limited to, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

25. **Certifications.** Either Party may request, in writing, that the other Party certify information to a prospective mortgagee or purchaser. Such certification:

- (a) Must be transmitted within ten (10) days after receipt of a written request;
- (b) May be relied upon by the Party requesting it;
- (c) Is binding on the Party executing it; and



- (d) May include:
  - (i) the validity, force and effect of this Lease;
  - (ii) the extent to which this Lease has been supplemented or amended;
  - (iii) the existence of any default;
  - (iv) the existence of any offsets, counter-claims or defenses by the other Party;
  - (v) the commencement and expiration dates of the term;
  - (vi) any prepaid rent; and
  - (vii) any other matter as may reasonably be requested.

26. **Site Requirements.** Lessee agrees that:

- (a) It will conduct its operation on the Leased Premises in strict compliance with this Lease and with the rules and regulations of the City of Palm Coast and all other governmental agencies.
- (b) It will transact its business in such a manner as to develop and maintain the good will and active interest of those enjoying the use of the Site and who have or may have occasion to use its facilities or to come into relations with the Site.
- (c) It will not use nor permit the use of the Leased Premises for any unlawful or immoral purpose.
- (d) It will not permit a nuisance to be created on the Leased Premises.
- (e) It will prevent any use of the Leased Premises that would interfere with or adversely affect the operation or maintenance of the Site, or otherwise constitute a hazard.
- (f) It will design the Structures so that the City's Emergency Services, including fire, police, rescue, emergency management, 911 and related personnel, will have space on the tower and within the Leased Space, to support and facilitate:
  - (i) Up to three (3) DB-810 or equivalent antennas;
  - (ii) Up to three (3) one and five eighths inch (1 5/8") transmission lines for an 800 MHz radio repeater system, a P-25 system standard or any other emergency services equipment the Lessor may deem necessary for public safety; and
  - (iii) The City of Palm Coast's installation of equipment relating to tourism/marketing such as cameras or other observational or data gathering equipment. The exact height on the tower and location within the Leased Space will be determined at a later date. The Parties agree to enter into an Antenna Sublease Agreement prior to the Lessee installing any equipment on the Structures.



(iv) NOTE: The space allocated to the City for the installation of their equipment is subject to the following conditions:

1. The city's emergency services equipment may not exceed three (3) DB-810 or equivalent antennas and three (3) one and five eighths inch (1 5/8") transmission lines.
2. The space must be greater than one hundred (100) feet AGL and the antennas cannot be more than fifteen (15) vertical feet.
3. The ground space required for such equipment must be in a location that does not impede existing and reasonably anticipated future additional licensees.
4. There is no monthly rent.
5. The cost of installing the equipment is at the sole cost of the Lessor.

27. **Right of Lessor to Inspect Leased Premises.** Lessor or its representative may, upon twenty-four (24) hours' notice to, and accompanied by a representative of Lessee, enter the Leased Premises to examine it and for any other lawful purpose.

28. **Taxes.**

(a) If ad valorem taxes are assessed following any adjustment or reversal to the Sales and Use Tax Section 212.031 Florida Statutes whereby Lessee, as a renter of real property on which the following are placed: towers, antennas, cables, accessory structures, or equipment used in the provision of mobile communications services; is exempt from sales and use taxes, Lessee must pay the portion of taxes directly attributable to the Leased Premises.

(i) Lessor will provide to Lessee a copy of any notice, assessment, billing, pro-rata allocation calculation, if necessary, and any other documentation reasonably requested by Lessee to allow Lessee to evaluate the payment relating to ad valorem taxes for which Lessee is responsible under this Agreement within thirty (30) days of receipt of the same by Lessor.

(ii) Lessee will have no obligation to pay any ad valorem taxes until Lessee has received the notice, assessment or billing relating to such payment.

(iii) Lessee has the right, at its option and cost, to appeal, challenge or seek modification of any ad valorem tax assessment or billing for which Lessee is wholly or partly responsible for payment.

(iv) Lessor will reasonably cooperate with Lessee in filing, prosecuting and perfecting any appeal or challenge to ad valorem taxes including executing any consent to appeal or other similar document.



(b) Lessee must pay all personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities. Lessee must pay any increase in real property taxes levied against the Leased Premises directly attributable to Lessee's use of the Leased Premises. Lessor agrees to furnish proof and calculation, if necessary, of such increase to Lessee. Should Lessee fail to pay, when due, any personal property taxes affecting the Leased Premises or the Easement(s), Lessor may, but is not obligated to, pay the taxes and increase future installments of rent by the amount of taxes paid by Lessor on Lessee's behalf.

(c) NOTE:Lessor is a Florida Municipality and therefore, is a tax-exempt entity.

29. **Other Rights Reserved by Lessor.** Besides all other rights reserved by Lessor in the Leased Premises, Lessor expressly reserves the right of ingress and egress for Lessor and its designees over the Easement(s) and the Site, but excluding the exclusive Leased Premises (except in the event of emergencies or with prior written consent of Lessee).

30. **Lien for Lessee Improvements.** Under Section 713.10, Florida Statutes, no interest of the Lessor will be subject to liens for improvements made by Lessee. Lessee must notify the contractor or subcontractor making improvements to the Leased Premises of this provision. The knowing or willful failure of Lessee to provide such notice to the contractor will render the contract between the Lessee and contractor voidable at the option of the contractor. No party, including materialmen, contractors, and subcontractors, may file a mechanic's or materialmen's lien, for performing labor or furnishing materials for the benefit of Lessee, to the Leased Premises. If a lien is filed, Lessee is obligated to:

(a) Within thirty (30) days of receipt of notice from Lessor of such lien, discharge, bond or otherwise remove the lien. Without obviating its obligation in the preceding sentence, Lessee may contest such lien by instituting appropriate legal proceedings;

(b) Indemnify, defend, and hold harmless Lessor, at Lessee's cost and expense, any action, suit, or proceeding which may be brought to enforce any such lien; and

(c) Pay any damages and attorney's fees incurred by Lessor and satisfactorily discharge any judgment entered.

Lessor will give Lessee notice of any such action, suit, or proceeding and Lessee may assert all defenses, counterclaims, offsets or any other claim of any nature. The terms and provisions of this Section will survive the termination of this Lease.

31. **Responsibility of Lessee/Lessor.**

(a) Lessee is in control or possession only of portions of the Site as noted in Exhibit "A." Lessee does not assume responsibility for the conduct, operation, or condition of portions of the Site not included within the terms of this Lease.

(b) Lessor is not responsible for the actions of Lessee, its employees, agents, contractors, or subcontractors. Lessee will indemnify and hold harmless Lessor against all liabilities, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, appeals and causes of action, including reasonable attorney's fees and costs arising out of Lessee's negligent acts or omissions with respect to the Leased Premises (except for



injuries, damages or claims which result from the negligence of the Lessor). Lessee must promptly reimburse Lessor for any proration of insurance as required.

32. **Further Acts.** Lessor will cooperate with Lessee in executing any documents to protect Lessee's use of the Leased Premises and Easement(s) and to take such action as may be reasonably required to implement this Lease. Lessor will cooperate with and join in filing any applications on behalf of Lessee with Federal, State and local governmental authorities to enable Lessee to perpetuate the intended use of the Leased Premises.

33. **Miscellaneous.**

(a) The substantially prevailing party in any litigation arising under this Lease will be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) Each Party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of Lessor and Lessee regarding the subject of this Option and Ground Lease, and supersedes all offers, negotiations and other agreements. There are no other representations or understandings of any kind. Any amendments to the Lease must be in writing and executed by Lessor and Lessee.

(d) If either Lessor or Lessee is represented by a broker in this transaction, that Party is responsible for any fees due such broker and must hold the other Party harmless from any claims for commission.

(e) This Lease is construed under the laws of the state of Florida. Venue will be in the courts of Flagler County, Florida, and for federal actions, in Orlando, Florida. In the event of any dispute, the parties agree to waive all rights to demand a jury trial.

(f) If any term of this Lease is void or invalid, such invalidity will not affect the remaining terms of this Lease, which will continue in full force and effect.

(g) This Lease may be executed in two or more counterparts, all of which will be one and the same agreement and will become effective when one or more counterparts have been signed by each of the Parties.

(h) Each of the Parties represent and warrant they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.

(i) **Waiver of Compliance.** Any failure of Lessee to comply with any obligation, covenant, agreement or condition herein may be expressly waived by Lessor, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

34. **Indemnification.** Lessee agrees to protect, defend, reimburse, indemnify and hold harmless Lessor, its agents, employees and officers (the "Indemnified Parties"), against all claims, causes



of actions, liabilities, expenses, losses, costs, fines and damages, including reasonable attorneys' fees at trial and on appeal, to the extent allowed by law, arising out of Lessee's negligent or intentional acts or omissions with respect to the Leased Premises, Site, or Easement(s), excluding injuries caused by the negligent or willful misconduct of the Indemnified Parties. This Section also applies to claims arising out of contamination caused to the Site after the Commencement Date by the negligent or intentional acts or omissions of Lessee, its agents, or employees, including contamination of the soil or storm water by fuel, gas, chemicals, or other substances deemed by the Environmental Protection Agency to be environmental contaminants. Nothing in this Lease may be construed as a waiver of Lessor's limitation of liability as noted in Section 768.28(5), Florida Statutes.

35. **Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

[remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, this Agreement is entered into the date first written above.

**OPTIONOR/LESSOR:**

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

CITY OF PALM COAST, FLORIDA

By: Draft Only – Not for Signature

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

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

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

**OPTIONEE/LESSEE:**

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

DIAMOND TOWERS V LLC

By: Draft Only – Not for Signature

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

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

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







## **EXHIBIT "A"**

### **Description of Real Property**

SITUATED IN THE COUNTY OF FLAGLER, IN THE STATE OF FLORIDA:

A PARCEL OF LAND BEING A PORTION OF RESERVED PARCEL "F" ACCORDING TO THE SUBDIVISION MAP FLORIDA PARK - SECTION - 9, PALM COAST AS RECORDED IN MAP BOOK 6, PAGES 36 THROUGH 42 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

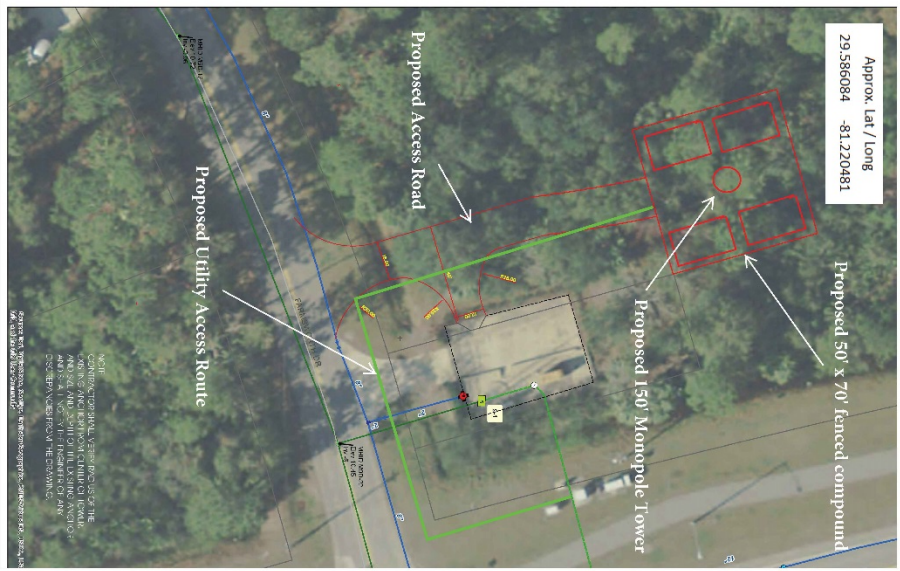
AS A POINT OF BEGINNING BEING THE NORTHEAST CORNER OF LOT 13, BLOCK 26 OF SAID SECTION 9; THENCE SOUTH 80 DEG. 13' 31" EAST A DISTANCE OF 302.77 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF YOUNG PARKWAY (AS PER PLAT) ALSO KNOWN AS PALM HARBOR PARKWAY (104' R/W); THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 05 DEG. 49' 08" EAST A DISTANCE OF 80.19 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT (CONCAVE NORTHEASTERLY) HAVING A CENTRAL ANGLE OF 09 DEG. 19' 46", A RADIUS OF 4468.13 FEET, AN ARC LENGTH OF 727.55 FEET, A CHORD BEARING OF SOUTH 10 DEG. 29' 01" EAST AND A CHORD DISTANCE OF 726.74 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF FARMSWORTH DRIVE (60' R/W); THENCE SOUTH 74 DEG. 20' 01" WEST A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE ALONG LANDS OF PALM COAST UTILITY CORPORATION NORTH 15 DEG. 31' 59" WEST A DISTANCE OF 119.80 FEET; THENCE SOUTH 74 DEG. 28' 01" WEST A DISTANCE OF 40.00 FEET; THENCE SOUTH 15 DEG. 31' 59" EAST A DISTANCE OF 120.25 FEET TO A POINT ON A CURVE ON THE NORTHERLY RIGHT-OF-WAY LINE FARMSWORTH DRIVE; THENCE ALONG SAID CURVE TO THE LEFT (CONCAVE SOUTHEASTERLY) HAVING A CENTRAL ANGLE OF 22 DEG. 07' 12", A RADIUS 806.12, AN ARC LENGTH OF 310.83 FEET, A CHORD BEARING OF SOUTH 61 DEG. 59' 00" WEST AND A CHORD DISTANCE OF 308.90 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE ALONG THE REAR LOT LINES ALSO BEING THE WESTERLY LINE OF RESERVED PARCEL "F" THE FOLLOWING COURSES: NORTH 39 DEG. 04' 36" WEST A DISTANCE OF 97.42 FEET; THENCE NORTH 14 DEG. 54' 34" WEST A DISTANCE OF 118.25 FEET; THENCE NORTH 00 DEG. 28' 35" WEST A DISTANCE OF 820.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 7.2162 ACRES MORE OR LESS.

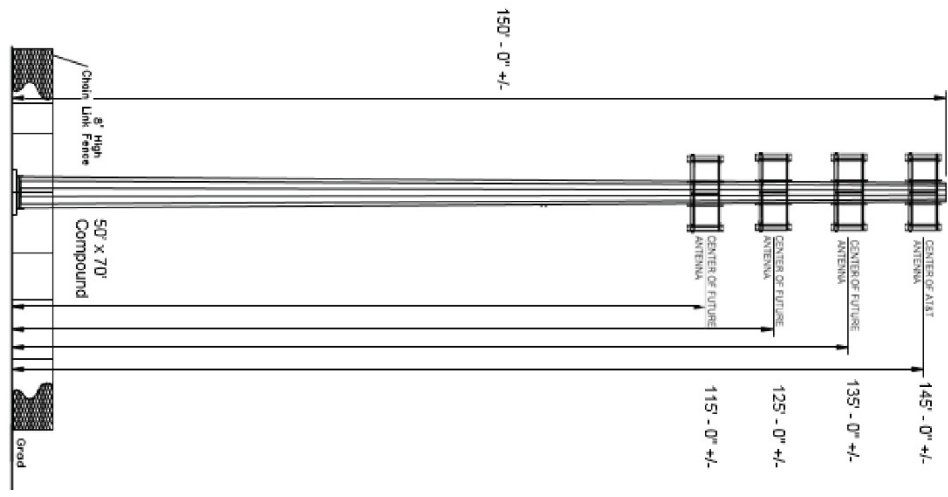
Tax ID: 711317009RP0A00010

BEING THE SAME PROPERTY CONVEYED TO CITY OF PALM COAST, GRANTEE, FROM BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, GRANTOR, BY DEED RECORDED 05/06/2002, AS BOOK 820, PAGE 18 OF THE COUNTY RECORDS.





NOTICE: CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2018 NJ DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS AND BRIDGES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



① SITE PLAN  
NTS

REVISIONS	DATE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	



**Diamond**  
Communications LLC  
820 Morris Turnpike  
Short Hills NJ 07078

SITE NAME  
Fire Station #24  
SITE NUMBER

DESIGN BY	DATE
CHECKED BY	DATE
IN CHARGE	DATE
REVISIONS	DATE
1	



## EXHIBIT "B"

### Easement Agreement

PREPARED BY AND RETURN TO:

Diamond Towers V LLC

Attention: Legal Department

820 Morris Turnpike, Suite 104

Short Hills, New Jersey 07078

Site Name:

Parcel:

Cross Reference:

Deed Book: \_\_\_\_; Page \_\_\_\_, et. seq.

\_\_\_\_ County Clerk

### ACCESS AND UTILITIES EASEMENT AGREEMENT

This Access and Utilities Easement Agreement (the "**Agreement**") dated the \_\_\_\_ day of \_\_\_\_, 201\_\_ ("**Effective Date**") is among CITY OF PALM COAST, FLORIDA ("**Grantor**"), and DIAMOND TOWERS V LLC, a Delaware limited liability company ("**Grantee**").

**WHEREAS**, the Grantor is the owner of certain property located in the City of \_\_\_\_ Palm Coast, County of Flagler, State of Florida, which property is more particularly described on **Exhibit "A"** hereto ("**Grantor's Property**"). Grantee is leasing a portion of that certain property located adjacent to Grantor's Property ("**Grantee's Leased Property**"). Grantor and Grantee desire to enter into this Agreement for the purpose of creating certain easements to benefit the Grantee's Leased Property, as more particularly described hereinafter.

For and in consideration of One and No/100 Dollars (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, hereby agree as follows:

1. Grantor hereby grants, transfers and conveys to Grantee a nonexclusive easement (the "**Access Easement**"), for the benefit of the Grantee's Leased Property, over and across a portion of Grantor's Property (the "**Easement Area**"), to and from Grantee's Leased Property and a public right of way, for the purpose of providing access, ingress and egress to Grantee's Leased Property to and from a public right of way. The Easement Area is in the location shown on **Exhibit "B"**. The easement rights granted hereunder by Grantor to Grantee shall expressly include, without limitation, the right to free and unencumbered ingress and egress over and across the Easement Area.

2. Grantor hereby grants, transfers and conveys to Grantee a nonexclusive easement (the "**Utilities Easement**", and together with the Access Easement, collectively, the "**Easements**"), for the benefit of Grantee's Leased Property, over and across the Easement Area, for the purpose of installing, operating, maintaining and repairing communication and power



utility lines and other such necessary utilities (the “**Facilities**”) to service Grantee’s Leased Property. The easement rights granted hereunder by Grantor to Grantee shall expressly include, without limitation, the right to unencumbered ingress and egress over and across Grantor’s Property to access the Facilities and the right to use, repair, replace, and maintain all Facilities hereafter placed in the Easement Area.

3. **Reservation of Rights.** Grantor hereby expressly reserves unto itself, its successors, assigns, grantees and invitees, the right, in its sole discretion, to use the Easement Area for any purpose not inconsistent with the rights herein granted to Grantee. In addition and not by limitation, but way of example, Grantor its successors, grantees, invitees and assigns, reserve the right from time to time to improve the Easement Area with pavement, curbing and landscaping and grant additional easements and licenses for access, and utilities or any other purposes as it may deem necessary, over, upon, across and under the Easement Area, provided that such easements or licenses do not unreasonably interfere with Grantee's use of the Easement Area pursuant to the terms hereof. No structures of any kind will be constructed in the Easement Area without the mutual agreement of the parties (not to be unreasonably withheld).

4. The Grantee and its assigns realize that the Grantor may request and obtain a relocation of the Easements. In the event the Grantor does request a relocation of the Easements, the Grantor must provide a substitute access easement and utility easement and must record said new easements in the public records of Flagler County, Florida, and shall improve the path located on said new easements to the current level of improvement enjoyed by the current Easements. Thereafter, Grantee, or its successors and assigns, shall remove by recordable release or quit-claim deed their interest in these current Easements if requested by the Grantor. Notwithstanding the above, all of Grantee's costs and expenses associated with relocating the Easements (including but not limited to costs and expenses associated with equipment removal and reconstruction) shall be paid in full by Grantor, and any said relocation of the Easements shall be conducted with minimal disruption to Grantee.

5. **Assignment.** Grantee may assign this Agreement under the following terms: 1) to an affiliate or subsidiary of Grantee in which subsidiary or affiliate Grantee or Grantee’s direct or indirect parent retains at least a 50% ownership, and shall provide prior written notice of such assignment to Grantor, 2) to a party who acquires a majority of the assets of Grantee, or 3) Grantee may grant a security interest in this Agreement and the Tower Facilities, and may assign this Agreement and the Tower Facilities to any such holders of security interests, including their successors and assigns (hereinafter, collectively referred to as “Secured Parties”). In such event, Grantor shall execute such consent as may reasonably be required by Secured Parties. Grantee shall have the right, without Grantor's consent, to sublease or assign its rights under this Agreement and to permit any of its sublessees to in turn sublicense or sublease its interests, but any such sublease or assignment shall be subject to all terms and conditions of this Agreement. Upon assignment of all of its rights pursuant to this Agreement, and the execution of a written assumption of all of the terms and conditions of the Agreement by the assignee, Grantee shall be released from any further liability under this Agreement. Grantee shall have the right, without Grantor's consent, to sublease its rights under leases of Tower Facilities if allowed in the lease, but any such sublease shall be subject to all terms and conditions of this Agreement and the lease.



6. Termination and Amendments. This Agreement may be cancelled, changed, modified or amended, in whole or in part, in writing signed by the parties hereto or their respective successors and assigns.

7. Entire Agreement. Notwithstanding any verbal representation, this Easement constitutes the entire agreement between the parties. This Easement supersedes any and all prior representations, written or oral heretofore made by the parties concerning the subject matter of the Easement, and any such representations are null and void and of no force or effect whatsoever.

8. The Term of this Agreement shall be continuous, uninterrupted, and shall only expire: (a) upon notification from Grantee of termination of the Agreement; or (b) one (1) year after the Grantee, or its successors or assigns: (i) fails to have an interest in Grantee's Leased Property; (ii) does not have facilities or equipment located within Grantee's Leased Property, and (iii) no longer conducts operations within the Grantee's Leased Property.

9. Any notice sent pursuant to this Agreement shall be in writing and sent by telecopy, personal delivery or by reputable courier, or by depositing it with the United States Postal Service, certified or registered mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party. The initial addresses of the parties shall be as set forth below:

To Grantor:

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

To Grantee:

Diamond Towers V LLC  
Attention: Legal Department  
820 Morris Turnpike  
Suite 104  
Short Hills, New Jersey 07078

10. The Easements granted herein shall be appurtenant to and shall run with Grantee's Leased Property, and shall be binding upon and inure to the benefit of each party hereto, its successors, assigns, mortgagees, tenants, lessees, licensees, contractors, subcontractors, agents, representatives and invitees.

11. This Agreement shall be governed by and enforced in accordance with the laws of the State of Florida. In the event of any dispute, the parties agree to waive all rights to demand a jury trial.







Witness:

**“GRANTEE”**

Diamond Towers V LLC

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

*Exhibit Only – Not for Signature*

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

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

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

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

STATE OF NEW JERSEY

)

) ss:

COUNTY OF ESSEX

)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Michael G. Brett personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

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

My Commission Expires: \_\_\_\_\_



**EXHIBIT “A”**

**TO ACCESS AND UTILITIES EASEMENT AGREEMENT**

Description of Grantor’s Property

**EXHIBIT “B”**

**TO ACCESS AND UTILITIES EASEMENT AGREEMENT**

Easement Area



## EXHIBIT "C"

Site:

### MEMORANDUM OF LEASE

This Memorandum of Lease is made on \_\_\_\_\_, 201\_, by and between the CITY OF PALM COAST, as Lessor, at 160 Lake Avenue, Palm Coast, Florida, 32164, and DIAMOND TOWERS V LLC, as Lessee, at 820 Morris Turnpike, Suite 104, Short Hills, NJ 07078.

1. Lessor and Lessee are parties to an Option and Ground Lease Agreement dated \_\_\_\_\_, 201\_ (the "Lease Agreement"); the terms and provisions of which are incorporated by this reference. The premises covered by the Lease Agreement are in the \_\_\_\_\_, as described in the legal description attached as **Exhibit "A"** ("Leased Premises").
2. Under the Lease Agreement, Lessor has granted to Lessee an easement for ingress, egress and utilities for the duration of the Lease Agreement over those lands more particularly described on **Exhibit "B,"** as attached. The easement rights include the right and authority of Lessee to grant or assign to third parties all or some of the easement rights granted to Lessee, subject to the written consent of Lessor.
3. The Lease Agreement provides for an initial term of five (5) years which commenced on \_\_\_\_\_. The Lease provides for nine (9) additional five (5) year renewal terms, which will occur automatically, unless Lessee delivers written notice of intent not to renew to Lessor thirty (30) days prior to the expiration of the initial term, or the renewal term then in effect.
4. Under Section 713.10, Florida Statutes, the Lease Agreement provides that the interest of the Lessor is not subject to liens for improvements made by Lessee, and that Lessee must notify any contractor making such improvements of this provision of the Lease Agreement.



**IN WITNESS WHEREOF**, the Parties hereto have executed this Memorandum of Lease as of the date first written above.

**LESSOR:**

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

CITY OF PALM COAST, FLORIDA

By:

Name:

Title:

Date:

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

I, the undersigned Notary Public for the County and State, do certify that \_\_\_\_\_,  
as \_\_\_\_\_, appeared before me this day, and acknowledged the due execution of  
the foregoing instrument on behalf of the company.

WITNESS my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_ 201\_.

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

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

*{affix notary stamp/seal}*

My Commission Expires: \_\_\_\_\_



**LESSEE:**

Witness:

DIAMOND TOWERS V LLC

\_\_\_\_\_

By:

Name:

Witness:

Title:

\_\_\_\_\_

Date:

STATE OF NEW JERSEY                    )  
  ) ss:  
COUNTY OF ESSEX                        )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Michael G. Brett personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



## **EXHIBIT “D”**

### **Rent Schedule**

Rent: -Rent shall be as set forth in Section 2 Pricing Terms of the Wireless Facilities Contract dated May 12, 2017 which section is hereby attached hereto Exhibit “G”.

Rent is payable to the City of Palm Coast, Florida. Lessor must provide Lessee with an accurate and executed W-9 Form to facilitate payment.

“Sublease Fees” shall mean all rents, licenses and other fees (but excluding utilities, taxes and similar expense reimbursements to Lessee which are specifically identified in a sublease as being charged in addition to rent or license fees) actually received by the Lessee pursuant to a particular Sublease during the applicable month. In no event, shall Lessee have the right to deduct expenses from Sublease Fees.

“Broadband Tenant” shall mean as Cellular/PCS providers such as Alltel, AT&T, Cingular, Sprint, Nextel, T-Mobile, MetroPCS and Verizon.

“Non-Broadband Tenant” shall mean 2-way, paging, and internet providers.



**EXHIBIT “E”**

**FORM OF TRANSFER AGREEMENT**

**AGREEMENT OF ASSIGNEE/SUBLESSEE**

Under this Agreement of Assignee/Sublessee, made this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, \_\_\_\_\_  
 (“Assignee/Sublessee”) acknowledges and agrees as follows:

1. Assignee/Sublessee acknowledges that Diamond Towers V LLC is transferring a portion of its interest in the Leased Premises to Assignee/Sublessee as reflected in Exhibit \_\_\_\_\_.

2. Assignee/Sublessee acknowledges that Diamond Towers V LLC and the City of Palm Coast, have entered into an Option and Ground Lease Agreement dated as of \_\_\_\_\_, 20\_\_\_\_, (copy attached) which governs the Leased Premises and Easement(s). The Memorandum of Lease (not the Option and Ground Lease Agreement) is recorded in O.R. Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Flagler County, Florida. Assignee/Sublessee acknowledges having received a copy of said Option and Ground Lease Agreement and understands all of the terms, provisions, conditions, and limitations of that Agreement.

3. In consideration for receiving the benefits of the transfer of a portion of the Leased Premises and the accompanying Easement(s) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignee/Sublessee agrees to be bound by all of the terms, provisions, conditions, and limitations of that Agreement as the same may apply to the Leased Premises and the accompanying Easement(s) owned by Diamond Towers V LLC or in which Diamond Towers V LLC may have an interest, including the condition that the undersigned Assignee/Sublessee obtained this same agreement from any subsequent Assignee/Sublessee.

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



## **Exhibit "F"**

### **INSURANCE**

(a) The Lessee shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the Lessor and with only such terms and conditions as may be acceptable to the Lessor:

(1) Workers Compensation/Employer Liability: The Lessee shall provide Worker Compensation insurance for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:

\$500,000 Each Accident

\$500,000 Disease Each Employee

\$500,000 Disease (Policy Limit)

(2) Comprehensive General Liability: The Lessee shall provide coverage for all operations including, but not limited to, contractual, independent contractor, products and complete operations and personal injury with limits not less than the following:

\$1,000,000 Bodily Injury & Property Damage - each occurrence

\$2,000,000 General Aggregate

(3) Comprehensive Business Automobile Liability: The Lessee shall provide complete coverage with a combined single limit of not less than \$1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

(4) Professional Liability: The Lessee shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting the Lessee against claims of the City for negligence, errors, or omissions in the performance of services to be performed and furnished by the Lessee.

(5) Other Required Insurance Coverage: Where unusual operations are necessary to complete the work, such as use of aircraft or watercraft, use of explosives, and any high-risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the Lessor which may, thereupon, required additional insurance coverage's.

(b) All insurance other than Workers Compensation and Professional Liability that must be maintained by the Lessee shall specifically include the Lessor as an additional insured. All insurance minimum coverages extend to any subcontractor, and the Lessee shall be responsible for all subcontractors.

(c) The Lessee shall provide Certificates of Insurance to the Lessor evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Agreement. These



Certificates of Insurance shall become part of this Agreement. Neither approval by the Lessor nor failure to disapprove the insurance furnished by a Lessee shall relieve the Lessee of the Lessee's full responsibility for performance of any obligation including the Lessee's indemnification of the Lessor under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the Lessee shall, as soon as the Lessee has knowledge of any such circumstance, immediately notify the Lessor and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the Lessee has replaced the unacceptable insurer with an insurer acceptable to the Lessor, the Lessee shall be deemed to be in default of this Agreement.

(d) Intentionally Deleted.

(e) The Lessee shall provide Certificate of Insurance directly to the City's Designated Representative. The certificates shall clearly indicate that the Lessee has obtained insurance of the type, amount, and classification required by this Agreement.

(f) Nothing in this Agreement or any action relating to this Agreement shall be construed as the Lessor waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

(g) The Lessor shall not be obligated or liable under the terms of this Agreement to any party other than the Lessee. There are no third-party beneficiaries to this Agreement.

(h) The Lessee is an independent Agreement or and not an agent, representative, or employee of the Lessor. The Lessor shall have no liability except as specifically provided in this Agreement.

(i) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the Lessor.



**Exhibit “G”**

Wireless Facilities Contract

[to be attached to executable]



# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 4/24/2018

<b>Department</b>	Community Development	<b>Amount</b>	\$89,385.00
<b>Item Key</b>	3187	<b>Account</b>	#54029082-063000-85003
<b>Subject</b>	RESOLUTION 2018-XX APPROVING A WORK ORDER TO MCKIM & CREED, INC., FOR ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR THE WHITEVIEW PKWY FORCEMAIN CROSSING PROJECT.		
<b>Background :</b>	<p>The City of Palm Coast is planning on upgrading the sanitary sewer forcemain system which connects the existing Pump Station 24-2, located near the intersection of Pritchard Dr. and Whiteview Parkway, to the existing forcemain along Old Kings Rd. Currently, pump station 24-2 discharges through an existing 12-inch forcemain, approximately 2000 ft in length, extending from the end of Whiteview Parkway, eastward, beneath I-95 and to Old Kings Rd. Additional pipe capacity has become necessary over time as development growth has increased wastewater flows demands. A parallel 16-inch forcemain is proposed in order to better meet current demands and accommodate future development.</p> <p>Staff negotiated a scope of services with McKim and Creed, a continuing contract consultant for the City, to provide: engineering design, permitting, bidding and construction administration services, for a not-to-exceed fee in the amount of \$89,385.00. Staff recommends retaining McKim and Creed for design and construction engineering services for the Whiteview Pkwy Forcemain Crossing Project. Funds for this project are budgeted in the Utility 5-Year Capital Plan.</p>		
<b>SOURCE OF FUNDS WORKSHEET FY 2018-2019</b>			
<b>Utility Capital Project- 54029082-063000-85003</b>			<b>\$2,130,000.00</b>
Total Expenses/Encumbered to date			510,462.79
Current Contract			<u>89,385.00</u>
<b>Balance</b>			<b>\$1,530,152.21</b>
<b>Recommended Action :</b>	Adopt Resolution 2018-XX approving a work order to McKim & Creed, Inc., in the amount not-to-exceed \$89,385.00, for engineering design and construction services for the Whiteview Pkwy Forcemain Crossing Project.		



**RESOLUTION 2018 - \_\_\_\_**  
**WHITEVIEW PARKWAY FORCEMAIN**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A WORK ORDER WITH MCKIM & CREED, INC, FOR ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR THE WHITEVIEW PARKWAY FORCEMAIN CROSSING PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** McKim & Creed is engaged in a continuing services agreement to provide engineering services to the City of Palm Coast; and

**WHEREAS,** the City Council of the City of Palm Coast desires to issue a work order under said contract with McKim & Creed Inc, for the above referenced services.

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

**SECTION 1. APPROVAL OF WORK ORDER.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the work order with McKim & Creed, Inc, as referenced herein and attached hereto as Exhibit “A.”

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

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

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



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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 1<sup>st</sup> day of May.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

---

MILISSA HOLLAND, MAYOR

---

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Work Order with McKim & Creed, Inc. Whiteview

Approved as to form and legality

---

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



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



DATE: 04 / 12 /20 18

Project Manager's Initials mk

## SUPPLIER INFORMATION

## BID DETAILS

Name	McKim & Creed	Project Title	Whiteview Prkwy FM Crossing
Street	139 Executive Circle, Suite 201	Bid #	RFQ-PW-U-14-05
City, State, Zip	Daytona Beach, FL 32114	City Council Approval date	3/18/17 for Eng. Svcs. Contract

TOTAL COST: \$ 89,385.00  
 (must equal amount of Purchase Order)

1. **INCORPORATION BY REFERENCE** The provisions of the agreement dated 03 06 2009  
 ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.

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

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

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

4. **SCHEDULE** (chose one): ☐ AS NEEDED BASIS ☒ SHALL BE COMPLETED BY - 3 / 19 /20 19

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

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

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

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

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

## SUPPLIER APPROVAL

By: Curtis R. Bennett  
 Print: Curtis R. Bennett  
 Title: Regional Manager  
 Date: 4-16-18

## CITY APPROVAL

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



**CITY OF PALM COAST  
WHITEVIEW PARKWAY FORCE MAIN CROSSING  
PROPOSAL FOR DESIGN, SURVEY, PERMITTING,  
BIDDING, AND CONSTRUCTION SERVICES**

**SCOPE OF SERVICES**

**I. INTRODUCTION**

The City of Palm Coast Utility Department desires to make improvements to one of its sewage pump stations located at the intersection of Pritchard Drive and Price Lane. Currently, Pump Station 24-2 discharges through a single 12-inch force main, which connects to the newly installed 16-inch force main on Old Kings Road. The triplex pump station, equipped with two (2) 47 horsepower pumps and one (1) 20 horsepower pump, is restricted in its discharge rate due to the single 12-inch force main. To alleviate the head constraints, a new 16-inch force main, approximately 2,100 feet in length, will be installed, parallel to the 12-inch, under Interstate 95 (300' right-of-way) and connect to the existing 16-inch force main on Old Kings Road.

**II. OBJECTIVE**

The objective of this proposal is to develop design plans, survey, permitting, assistance with easement acquisition, bidding and limited construction services to provide for the installation of a 16-inch force main under Interstate 95 at Whiteview Parkway.

The CONSULTANT shall coordinate all work activities through the following CITY staff:

Richard Adams – Utility Director  
Steve Flanagan – Community Development Director  
Mary Kronenberg – Project Manager

**III. SCOPE OF WORK**

The CONSULTANT shall develop design plans and provide survey, permitting, assistance with easement acquisition, bidding and limited construction services during construction for the Whiteview Parkway Force Main Crossing. A detailed listing of the Scope of Services is listed below.

**Task 1: Project Kickoff and Data Collection**

- CONSULTANT shall develop project documents that will include project setup, project schedule, hard and electronic filing systems, and conduct internal kickoff meeting with the design team. Management of the Project will also be included with this task.
- CONSULTANT shall conduct a Project Kickoff Meeting with the CITY staff to discuss the overall project scope, approach, and schedule. CONSULTANT shall prepare the meeting agenda and a detailed schedule for the kickoff meeting. Key team members will be identified



and procedures for communication and data collection will be established. Meeting minutes will be prepared by CONSULTANT and distributed to meeting attendees.

- CONSULTANT shall work with the CITY to coordinate gathering any existing drawings or other data that is pertinent to the design of the Project.

#### **Task 2: Design Services**

- CONSULTANT shall perform a specific boundary, topographic and tree survey of the force main route from the intersection of Whiteview Parkway/Pritchard Drive to Old Kings Road.
- CONSULTANT shall prepare a boundary survey and legal description for an easement which parallels the existing from the end of Whiteview Parkway to Old Kings Road.
- CONSULTANT shall prepare the Project Manual to incorporate the latest front end documents and technical sections.
- CONSULTANT shall prepare 60%, 90% and 100% design drawings and will review the 60% and 90% Drawings with CITY staff. Comments and input from staff will be incorporated into the Contract Documents.
- CONSULTANT shall prepare an Engineer's Opinion of Probable Construction Cost for the Project. This information shall be presented to CITY staff for review at the 60%, 90%, and 100% design review stages.
- CONSULTANT shall include the services of a Geotechnical firm in order to perform soil testing along the proposed route of the new force main.
- CONSULTANT shall perform a QA/QC review of the Project by an individual not associated with the Project. Comments will be incorporated into the project drawings and manual prior to submission to the CITY.
- CONSULTANT shall provide electronic files of the Drawings and Project Manual to the CITY that is suitable for placement on the CITY'S website for bidders and suppliers.

#### **Task 3: Prepare Permit Applications**

- CONSULTANT shall prepare and submit a construction permit application to the Florida Department of Environmental Protection (FDEP). Response to one (1) Request for Additional Information (RAI) will be included in the proposal.
- CONSULTANT shall prepare and submit a Utility Permit application to the Florida Department of Transportation (FDOT).
- All permit fees will be paid by the CITY.
- Task Nos. 1, 2 and 3 must be completed and submitted to the Utility Director within 90 days of the issuance of Notice to Proceed or Purchase Order.



#### **Task 4: Negotiation and Bidding Services**

- CONSULTANT shall prepare and distribute the contract documents for the force main crossing and assist the CITY'S staff in bidding the construction of the Project.
- CONSULTANT shall schedule a pre-bid meeting to discuss the Project with prospective Contractors and answer questions they may have about the Project. CONSULTANT shall prepare and distribute any necessary clarifications or addenda during the bidding phase to all prospective bidders.
- CONSULTANT shall attend the bid opening, review and evaluate the bids for this Project, prepare a Bid Tabulation, and provide a Letter of Recommendation of Award.

#### **Task 5: Post Design Construction Services**

- CONSULTANT shall advise and consult with the CITY for post design and construction activities. CONSULTANT will act as the CITY's representative as provided in the General Conditions of the Contract Documents concerning construction administrative matters as hereinafter described.
- For the purposes of this Scope of Services, it is assumed construction phase services will occur over a period of 120 (one hundred twenty) days, or 90 (ninety) days from the date of the Notice to Proceed to Substantial Completion and 30 days from Substantial Completion to Final Completion, in accordance with the proposed construction contract between the CITY and the Contractor.
- CONSULTANT shall attend and represent the CITY at preconstruction, progress, and project closeout meetings with the Contractor, surveyors, layout personnel and construction quality control testing personnel. CONSULTANT will also review and monitor Contractor's construction schedule and advise the City of any anticipated project delays and/or early completion indicated through such review and through construction progress observation.
- CONSULTANT shall check and review shop drawings, catalog data, diagrams, illustrations, schedules, samples, test and inspection results and other data the Contractor is required to submit, but only as to conformance with the overall design concept of the Project and compliance with the Plans, Specifications, and other Contract Documents.
- CONSULTANT shall provide one (1) signed and sealed set of plans and one (1) electronic copy to the Contractor for submittal to the CITY's Technical Review Committee of the Planning Department. CONSULTANT will not be required to submit utilization plans direct to the City Engineering Department.
- CONSULTANT shall retain the services of a Geotechnical firm in order to perform soil density testing of the backfill along the route of the new force main.
- CONSULTANT may, as the CITY's representative, require special inspection or testing of the work (whether or not fabricated, installed or completed). CONSULTANT shall act as



interpreter of the terms and conditions of the Contract Documents and judge of the performance hereunder by the CITY and the Contractor and make decisions on all claims of the CITY and the Contractor relating to the execution and progress of the work and all other matters and questions related thereto; however, CONSULTANT shall not be liable for the results of any such interpretations or decisions rendered by CONSULTANT in good faith.

- Based on CONSULTANT's on-site observations as an experienced and qualified design professional and review of the Contractor's applications for payment, supporting data, and information received from the CITY, CONSULTANT shall determine the amounts owing to the Contractor and recommend approval in writing of payments to the Contractor in such amounts. Such recommendations shall constitute representations to the CITY, that are expressions of CONSULTANT's opinion, based on such observations and review, that the work has substantially progressed to the point indicated and that, to the best of CONSULTANT's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon Substantial Completion and to the results of any subsequent tests called for in the Contract Documents).
- CONSULTANT shall make periodic visits to the work site to observe the progress and report to the CITY as to the amount of work completed, the overall quality of executed work, and observed impediments to the successful contract completion. CONSULTANT shall not be required to make exhaustive or continuous on-site observations as to the quality or quantity of completed work; CONSULTANT shall not be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions incidental thereto. CONSULTANT's efforts will be directed toward providing assurance to the CITY that the completed project will substantially conform to the contract, plans, and specifications, but CONSULTANT shall not be responsible for the Contractor's failure to perform the construction work in accordance with said documents. Based on on-site observation as an experienced and qualified design professional, CONSULTANT will keep the CITY informed as to the progress of the work, will endeavor to guard the CITY against defects and discrepancies and shall coordinate with the CITY and the Contractor as to disapproving or rejecting work which fails to meet the project plans, specifications or other Contract Documents.
- CONSULTANT shall not provide a record of the Contractor's activities throughout the construction, nor notations on the nature and cost of any extra work or changes ordered during construction. CONSULTANT is not responsible for the performance of the construction contract by the Contractor. In order to maintain a complete record of activities and changes, CONSULTANT shall rely on the CITY to provide information based on inspections conducted by the CITY.
- CONSULTANT shall, in conjunction with other CITY representatives, conduct punch list and final observations of the in-place work to determine if the work is completed substantially in accordance with the plans, specifications and other Contract Documents. These observations shall form the basis for CONSULTANT's review and recommendation for payment on the Contractor's final pay request.



- CONSULTANT shall review Contractor provided record drawings/surveys and other as-built data for installed facilities and bring any apparent discrepancies between the as-built conditions and the design conditions to the attention of the CITY. CONSULTANT shall coordinate with the Contractor regarding provision of the construction record drawings prior to final on-site inspections and punch list preparation. CONSULTANT shall also prepare and furnish to the CITY one (1) set of signed and sealed Record Drawings and one electronic copy (AutoCAD format) of the record drawings showing those changes made during the construction based on the data noted above. CONSULTANT will prepare statements of completion (qualified if necessary) certifying completion of the work, and submit statements in accordance with the Contract Documents, regulatory agencies, and CITY requirements.
- CONSULTANT shall provide certification of the Project to FDEP.
- CONSULTANT shall provide certification of the Project to FDOT.
- CONSULTANT shall not be responsible for the acts or omissions of the Contractor or any of the Contractor's Sub-Contractors, Agents, Employees, or other persons performing any of the work under the construction contract, or of others.
- CONSULTANT, through its survey subconsultant, shall establish construction control points on the drawings for the Contractor's use during construction. CONSULTANT is not responsible for laying out the Contractor's work.
- This proposal includes subconsultant services for surveying and geotechnical. CONSULTANT shall coordinate with all the subconsultants during construction.
- No other subconsultant services are included.

#### IV. **FEES AND BILLING**

The proposed not-to-exceed fee has been calculated utilizing rates as approved in the base contract between CONSULTANT and the City of Palm Coast. Expenses for sub-consultants, printing, travel, telephone and all other related changes have been estimated and included in the not-to-exceed fee. CONSULTANT shall invoice the CITY based on actual time and expenses and the total amount invoiced to the CITY shall not exceed \$89,385.00. A Fee Matrix showing the estimated hours and the rates is attached for your review.



## PROPOSAL FOR DESIGN, SURVEY, PERMITTING, BIDDING, AND CONSTRUCTION SERVICES

Yardage, Fuel & Small Items	\$17,200
Subtotal (Not Subject to O&M Expense)	\$17,200
<b>GRAND TOTAL</b>	<b>\$107,500</b>



# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 04/4/2018

<b>Department</b>	UTILITY	<b>Amount</b>	\$62,000.00
<b>Item Key</b>	3179	<b>Account</b>	# 54029088 063000 81019
<b>Subject</b>	RESOLUTION 2018-XX APPROVING A WORK ORDER TO CONNECT CONSULTING INC., FOR THE REBUILD/REHABILITATION AND TESTING OF SW-4R.		
<b>Background :</b> SW-4R is an existing water supply well, which feeds Water Treatment Plant Number # 1 (WTP 1). The existing well was originally constructed in 2006. The existing well is scheduled for a rebuild/rehabilitation. The rebuild/rehabilitation of the well is needed due to the decrease in specific capacity and the issue of the well pumping sand. The specific capacity is defined as the pumping rate in gallons per minute divided by the drawdown feet. The specific capacity has decreased from 10 GPM/FT to the current rate of less than 4 GPM/FT. Pumping of sand is typically a symptom of the well's filter pack (column of rock), becoming cemented causing the inability for the rock to settle and create a sand seal correctly. Pumping of sand has made this well a priority for rebuild/rehabilitation.  Staff proposes to enlist the services of Connect Consulting, Inc. under their existing Continuing Services Contract with the City. This project will be broken down into 2 phases which will include the professional hydrogeological services necessary to provide project management, obtain necessary permits, develop well design and technical specifications, provide service during construction and testing, collect and tabulate the test data and prepare final report. All work will be in accordance with the St Johns River Water Management District permit. This work is required to provide the necessary source water to the treatment facility to meet the demand. The cost of this project is \$62,000.00. Funds for well evaluation and rehabilitation work are budgeted in the Utility Capital Improvement Fund.			
<b>SOURCE OF FUNDS WORKSHEET FY 2018</b>			
<b>Utility Capital Projects Fund (54029088-063000-81019)</b>			<b>\$2,880,000.00</b>
Total Expenses/Encumbered to Date			872,344.20
Pending Work Orders/Contracts			158,500.00
Current Work Order			<u>62,000.00</u>
<b>Balance</b>			<b>\$1,787,155.80</b>
<b>Recommended Action :</b> Adopt Resolution 2018-XX approving a work order for hydrogeological services for the rebuild and testing of SW-4R.			



**RESOLUTION 2018-\_\_\_\_**  
**REBUILD/REHABILITATION AND TESTING OF SW-4R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A WORK ORDER ISSUED TO CONNECT CONSULTING, INC., IN THE AMOUNT OF \$62,000.00, FOR HYDROGEOLOGICAL SERVICES FOR THE REBUILD/REHABILITATION AND TESTING OF WELL SW-4R; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE WORK ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council of the City of Palm Coast desires to issue a work order under said contract to Connect Consulting, Inc., for the above referenced hydrogeological services relating to the Rebuild/Rehabilitation and Testing of Well SW-4R.

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

**SECTION 1. APPROVAL OF WORK ORDER.** The City Council of the City of Palm Coast hereby approves the terms and conditions of a work order to Connect Consulting, Inc., as attached hereto and incorporated herein by reference as Exhibit “A.”

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the work order as depicted in Exhibit “A.”

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

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

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

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



**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida,  
on this 1st day of May 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit "A" – Work Order/Proposal with Connect Consulting, Inc.

Approved as to form and legality

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



WORK ORDER # 4-18  
 PO #: \_\_\_\_\_



DATE: 03, 15 20 18

Project Manager's Initials DA

SUPPLIER INFORMATION		BID DETAILS	
Name	Connect Consulting Inc (2393)	Project Title	Professional Hydrological Services
Street	19505 NW 184th Terrace	Bid #	RFQ-PW-U-15-12
City, State, Zip	High Springs, FL 32643	City Council Approval date	4/18/17 # 2017-49

**TOTAL COST: \$62,000.00**

(must equal amount of Purchase Order)

1. **INCORPORATION BY REFERENCE** The provisions of the agreement dated March 15, 2018 ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.

2. **METHOD OF COMPENSATION** (chosed one): ☐ FIXED FEE ☒ NOT TO EXCEED\*

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

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

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

4. **SCHEDULE** (chosed one): ☐ AS NEEDED BASIS ☒ SHALL BE COMPLETED BY - 09, 30 20 18

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

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

SW-4r

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

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

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

**SUPPLIER APPROVAL**

By: David S. Robertson

Print: David S. Robertson

Title: President

Date: 15-March-2018

**CITY APPROVAL**

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

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

Title: Assistant City Manager or Designee

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





Central Florida Office  
261 N. Lakeview Drive  
Lake Helen, FL 32744  
Office: 386-473-7766  
Mobile: 561-866-0540  
E-mail: [drobertson@cciwater.com](mailto:drobertson@cciwater.com)

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**Water Resource Consultants**

March 14, 2018

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

**RE: Proposal – Rehabilitation of SW-4R**  
**CCI Project No: 100.53**

**Figures**

1. Vicinity Maps
2. Well Location Maps
3. Well Completion Report
4. Wellhead Photographs

**Tables**

1. Well Construction Details
2. Cost Estimate

Dear Mr. Holcomb:

Connect Consulting, Inc. (CCI) is pleased to submit this proposal to rehabilitate Public Water Supply (PWS) well SW-4R, a screen and gravel-packed well originally constructed in 2006. Towards that end, we have developed a scope of work to complete the project as requested by the City. SW-4R is located off of Brittany Lane in Palm Coast, FL 32137 as shown on **Figure 1** and **Figure 2**.

**Discussion**

SW-4R was originally constructed in 2006 by Freeman Well Drillers (FWD) as a replacement well for the original SW-4, which was constructed in 1972. The well completion report for SW-4R is included in **Figure 3**. The original specific capacity was 15 gallons per minute per foot of drawdown (GPM/ft.) when SW-4R was originally constructed. The specific capacity declined to 5-6 GPM/ft. in 2013 at which time the well was rehabilitated. The specific capacity was increased to ~10 GPM/ft. following rehabilitation and averaged 4.6 GPM/ft. during 2017 based on data collected by the City.



The well construction details for SW-4R are listed below in **Table 1**. Photographs of the wellhead and well site are shown in **Figure 4**.

**Table 1 – Well Construction Details**

Well No.	District ID	Outer Casing Diameter (in.)	Inner Casing Diameter (in.)	Outer Casing Depth (ft.)	Screen Interval (ft.)	Total Depth (ft.)	Source	Capacity (GPM)
SW-4R	39862	16	10	47	47-105	110	CSA	200

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

The City recently noted that the well has been producing sand, which is typically a symptom of the well's filter pack being infiltrated by formation sand. At times, the filter pack becomes cemented and/or settles differentially allowing formation sand to enter through the screen. The following scope of work was developed with input from City personnel to implement the rehabilitation of SW-4R to address the sand production and reduced specific capacity.

### **Scope of Work**

#### **A. Hydrogeologic Services:**

1. Project management
2. Well rehabilitation program design
3. Oversight during rehabilitation
4. Data collection during testing
5. Reporting

#### **B. Well Field Services:**

##### **Phase 1**

1. Mobilize all equipment to the site to perform the scope of work.
2. Remove the pump from the well and store column pipe onsite off of the ground and covered to protect from weather. Inspect the pump in the field, and then transport the bowl assembly to an approved pump shop for an internal inspection. Include a \$5,500 pump allowance for repairs and/or purchasing a new pump.
3. Conduct a static and pumped TV survey to inspect the screen and filter pack and to verify well construction details.
4. Install a test pump capable of producing up to 200 GPM and conduct a pre-rehabilitation step-drawdown pumping test. Equip the development/test pump with an accurate flow meter, up to 200-feet of leak-free hose and/or piping, and a diffuser to minimize the potential for erosion during pumping. The test shall consist of the well being pumped for approximately one hour at each of three escalating rates.



Anticipated pumping rates for the test are 100, 150, and 200 GPM. Accurately measure, by manual methods, static water level before pumping begins and pumped water level and flow readings throughout the test. Measure and record sand rate using a Rossum sand tester attached to the discharge of the test pump during each step of the pumping test.

5. Remove the test pump from the well.
6. Inject up to six (6) 55-gallon drums of 20° Baume (32%) hydrochloric acid (HCL) into the well and filter pack. Inject small amounts (10-20 gallons) over a period of two (2) weeks.
7. Re-develop the well using high pressure (~600 psi), horizontal jetting in combination with air lift eductor development for up to 20 hours. The high pressure horizontal jetting tool needs to be capable of 360° rotation and vertical movement throughout the total length of the screen section. The jetting tool should be kept in constant motion both rotating and moving the tool up and down in the screened section so as to not jet a hole in the filter pack. Manage all discharge water to prevent erosion.
8. During the high pressure horizontal jetting the level of the gravel pack will be monitored.
  - a. If the filter pack drops and allows for replenishment then continue on with Step 9.
  - b. If the filter pack does not drop, the rehabilitation work will terminate and CCI will meet with the City to determine how to proceed.

## Phase 2

9. Continue re-developing the well using high pressure jetting for an additional 20 hours.
10. Install a test pump capable of producing up to 300 GPM and continue re-developing the well by surging and over pumping at up to 300 GPM for up to 24 hours.
11. The pump development will be deemed complete when the discharge can be maintained sand free (<5 mg/L as measured on a Rossum sand tester) and Turbidity less than 1 NTU.
12. Re-run the step drawdown pumping test, as described above, to establish the new specific capacity.
13. Conduct a post-rehabilitation static and pumped TV survey.
14. Re-install the repaired (or new) pump and re-grout the base.
15. Flow test the pump.
16. Chlorinate the well.
17. Clean up and restore the site.
18. Demobilize all equipment and secure site.



## Cost and Schedule

We propose to team with Freeman Well Drillers, Inc. and will complete the scope of work described above on a lump sum/fixed fee basis as shown in **Table 2**.

**Table 2 – Cost Estimate**

TASK NO.	DESCRIPTION	FEES
1	Phase 1 – Well Rehabilitation	\$31,500.00
2	Phase 2 – Well Rehabilitation	\$25,000.00
3	Pump Repair Allowance	\$5,500.00
<b>TOTAL</b>		<b>\$62,000.00</b>

Time of Completion (from authorization): 150 Days

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

Please review this proposal and contact us with any questions.

Sincerely:

***Connect Consulting, Inc.***

*Gary E. Eichler*

Gary E. Eichler, P.G  
Principal Hydrogeologist

*David S. Robertson*

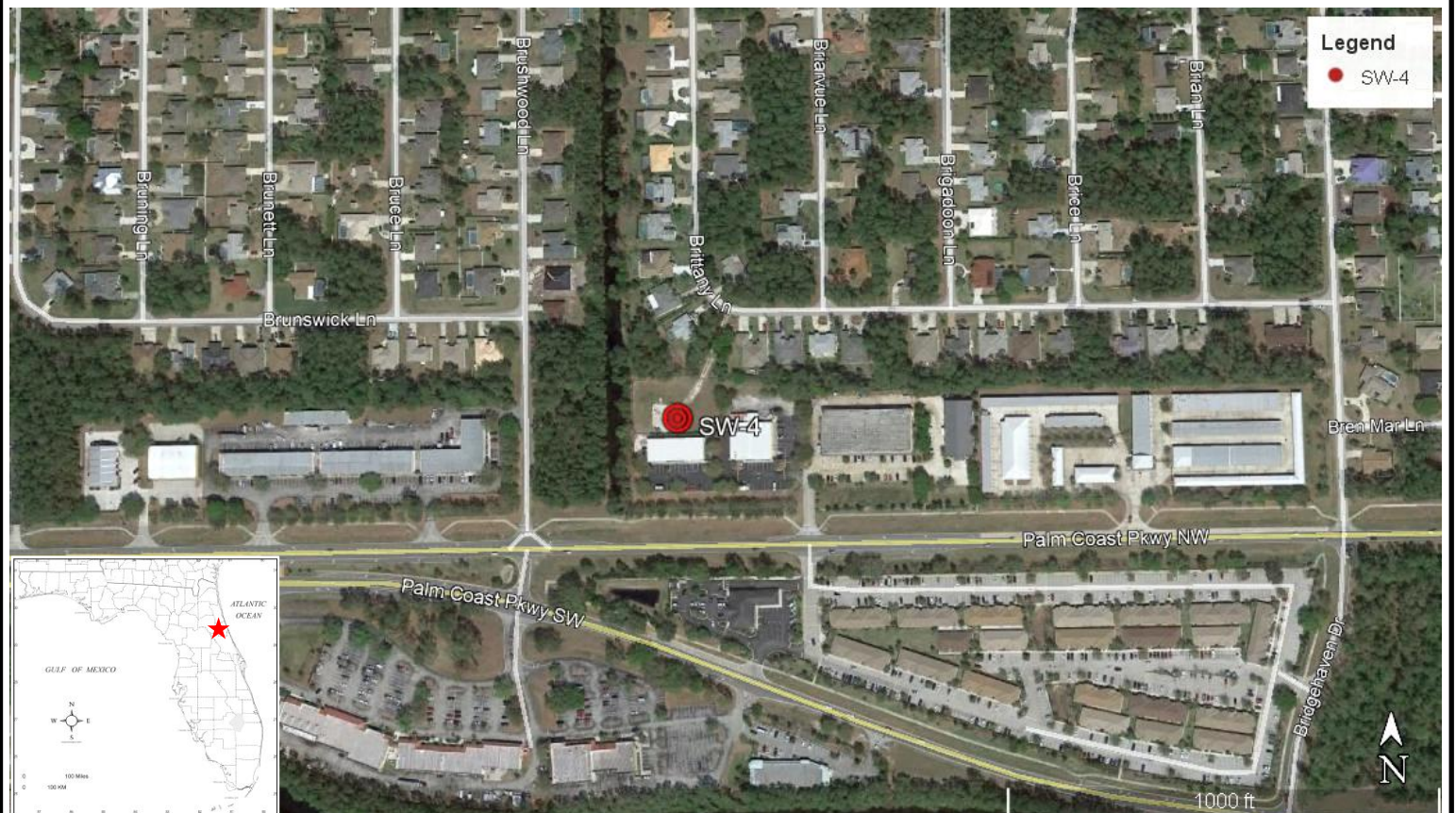
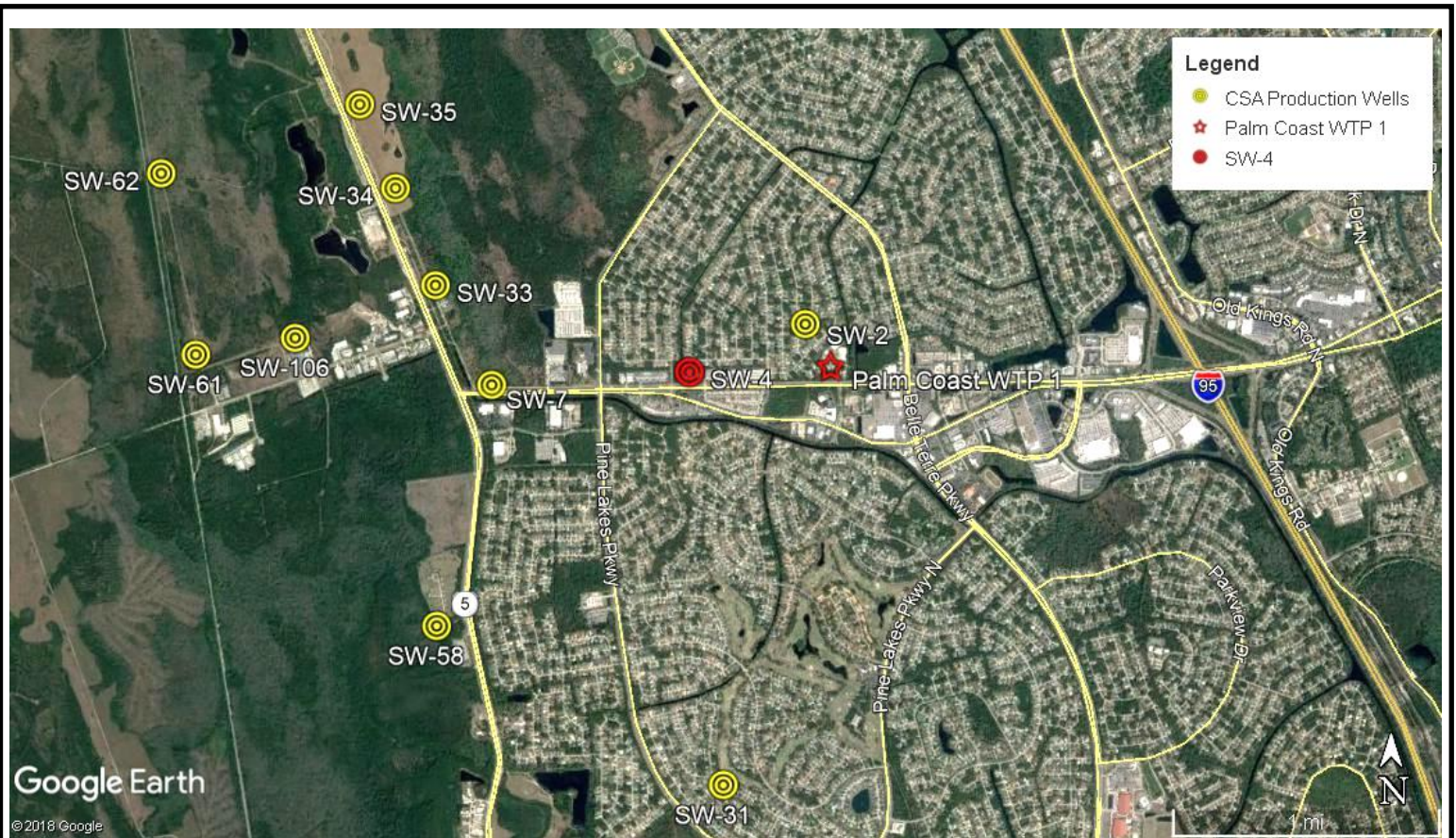
David S. Robertson, P.G  
Principal Hydrogeologist

Cc: Richard Adams  
Jim Hogan  
Thomas Freeman  
Jim Andersen



## FIGURES











SW-4R

**WELL COMPLETION REPORT** (Please complete in black ink or type.)PERMIT # 105770-1 CUP# 1947.105768 DID # \_\_\_\_\_

If permit is for multiple wells indicate the number of wells drilled \_\_\_\_\_.

Indicate remaining wells to be cancelled \_\_\_\_\_.

WATER WELL CONTRACTOR'S (All wells drilled need an individual completion report)

SIGNATURE George Friedman License # 3737

I certify that the information provided in this report is accurate and true.

Grout	No. of Bags	From (Ft.)	To (Ft.)
Neat Cement:	<u>50</u>	<u>0</u>	<u>47</u>
Bentonite:	<u>1</u>	<u>0</u>	<u>47</u>

WELL LOCATION: Site Address BRITANNY LANE (County) FLAGLER1/4 of 14 1/4 of Section \_\_\_\_\_ Twp: 11S Rge: 30ELatitude 293326 Longitude 811533

DATE STAMP	Sketch of well location on property
Official Use Only	

Give distances from septic tank and house or other reference points

## CHEMICAL ANALYSIS WHEN REQUIRED

Iron: \_\_\_\_\_ ppm Sulfate: \_\_\_\_\_ ppm

Chloride: \_\_\_\_\_ ppm

[ ] Lab Test [ ] Field Test Kit

Pump Type

[ ] Centrifugal [ ] Jet [X] Submersible [ ] Turbine

Horsepower 10 Capacity \_\_\_\_\_ G.P.M. \_\_\_\_\_

Pump Depth \_\_\_\_\_ Ft. Intake Depth \_\_\_\_\_ Ft.

OWNER'S NAME PALM COASTCOMPLETION DATE 6/28/06 Florida Unique I.D. \_\_\_\_\_WELL USE: DEP/Public X Irrigation \_\_\_\_\_ Domestic \_\_\_\_\_ Monitor \_\_\_\_\_

HRS Limited \_\_\_\_\_ 62-524 \_\_\_\_\_ Other \_\_\_\_\_

DRILL METHOD [X] Rotary [ ] Cable Tool [ ] Combination

[ ] Jet [ ] Auger Other \_\_\_\_\_

Measured Static Water Level <u>14'</u>	Measured Pumping Water Level <u>38'</u>
After <u>6</u> Hours at <u>310</u> G.P.M. Measuring Pt. (Describe): <u>TOC</u>	
Which is <u>2</u> Ft. <u>1</u> Above [ ] Below Land Surface	
Casing: [ ] Black Steel [ ] Galv. [ ] PVC Other <u>STAINLESS STEEL</u>	
[ ] Open Hole [X] Screen	Depth (Ft.)
Casing Diameter & Depth (Ft.)	From To
Diameter <u>16"</u>	0 20
From <u>0</u>	20 30
To <u>45</u>	30 40
	40 50
Diameter <u>10"</u>	50 60
From <u>0</u>	60 90
To <u>47</u>	90 105
	105 110
Liner [ ] or Casing [ ]	
Diameter _____	
From _____	
To _____	
<u>SCREEN</u>	
<u>10"</u>	
<u>47-105</u>	

## DRILL CUTTINGS LOG Examine cuttings every 20 ft. or at formation changes. Note cavities, depth to producing zones.

Color | Grain Size | Type of Material

0-20 FINE, MED SAND

20-30 DR BROWN, MED, SAND

30-40 GRAY MED SAND & CLAY

40-50 BUFF, MED SAND & SHELL

50-60 BUFF, SAND & SHELL, SOME CL

60-90 BUFF, SAND & SHELL

90-105 GRAY, LMS

105-110 DR CLAYED clay

Driller's Name: GEORGE FRIEDMAN







# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 04/24/2018

<b>Department</b>	UTILITY	<b>Amount</b>	\$88,500.00
<b>Item Key</b>	3188	<b>Account</b>	# 54029088 063000 84004
<b>Subject</b>	RESOLUTION 2018-XX APPROVING A WORK ORDER TO CONNECT CONSULTING INC., FOR THE PUMP INSPECTION AND REHABILITATION OF WELL LW-49		
<b>Background:</b> LW-49 is an existing water supply well, which feeds (WTP#2) Water Treatment Plant Number #2. Currently LW-49 is inoperable due to a submersible pump issue. A pump inspection and replacement will be required. The City of Palm Coast is also requesting to perform a well evaluation (Step Drawdown Test and Acidification) to help improve declining yield. LW-49 was originally constructed in 1977 it has a recommended specific capacity of 40 gpm/ft. The specific capacity is defined as the pumping rate in gallons per minute divided by the drawdown feet. The most recent rehabilitation of this well occurred in 2013 and the most recent specific capacity is averaging 26 gpm/ft. (a 35% reduction in recommended specific capacity).  Staff proposes to enlist the services of Connect Consulting, Inc. under their existing Continuing Services Contract with the City. This project will include the professional hydrogeological services necessary to perform pump inspection, repair/replace pump, and perform a Well evaluation / rehabilitation, in accordance with the St Johns River Water Management District permit. This work is required to provide the necessary source water to the treatment facility to meet the demand. The cost of this project is \$88,500.00. Funds for well evaluation and rehabilitation work are budgeted in the Utility R &R Fund.			
<b>SOURCE OF FUNDS WORKSHEET FY 2018</b>			
<b>Utility Capital Projects Fund</b>	54029088-06300-84004		\$600,000.00
Total Expenses/Encumbered to date			\$232,202.35
Pending Work Orders/Contracts			\$220,500.00
Current Work Order			\$88,500.00
<b>Balance</b>			\$58,797.65
<b>Recommended Action :</b> Adopt Resolution 2018-xx approving a work order to Connect Consulting, Inc., for the Pump Inspection and Rehabilitation of Well LW-49.			



**RESOLUTION 2018-\_\_\_\_**  
**PUMP INSPECTION AND REHABILITATION OF WELL LW-49**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A WORK ORDER ISSUED TO CONNECT CONSULTING, INC., IN THE AMOUNT OF \$88,500.00, FOR HYDROGEOLOGICAL SERVICES FOR THE EVALUATION AND REPAIR OF WELL LW-49; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE WORK ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council of the City of Palm Coast desires to issue a work order under said contract to Connect Consulting, Inc., for the above referenced hydrogeological services relating to the Evaluation and Repair of Well LW-49.

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

**SECTION 1. APPROVAL OF WORK ORDER.** The City Council of the City of Palm Coast hereby approves the terms and conditions of a work order to Connect Consulting, Inc., as attached hereto and incorporated herein by reference as Exhibit “A.”

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the work order as depicted in Exhibit “A.”

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

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

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

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



**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida,  
on this 1st day of May 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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MILISSA HOLLAND, MAYOR

---

VIRGINIA A. SMITH, CITY CLERK

Attachments: Exhibit "A" –Work Order with Connect Consulting, Inc., Pump Inspection and  
Rehabilitation Of Well LW-49

Approved as to form and legality

---

William E. Reischmann, Jr., Esq.



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



DATE: 4 / 13 / 20 18

Project Manager's Initials [Signature]

SUPPLIER INFORMATION		BID DETAILS	
Name	Connect Consulting	Project Title	LW-49 -Pump Inspection and Well Rehabilitation
Street	1955 NW 184th Terrace	Bid #	RFQ-PW-U-15-12
City, State, Zip	High Springs	City Council Approval date	04/7/2015 Res#2015-35

TOTAL COST: \$ 88,500.00  
(must equal amount of Purchase Order)

1. **INCORPORATION BY REFERENCE** The provisions of the agreement dated 04 / 13 / 18 ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.

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

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

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

4. **SCHEDULE** (chose one): ☐ AS NEEDED BASIS ☒ SHALL BE COMPLETED BY - 9 / 30 / 20 18

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

6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** ☐ No ☒ Yes If yes, identify below:  
LW-49 Pump Inspection and Well Rehabilitation proposal (With Scope of Work)

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

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

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

**SUPPLIER APPROVAL**

By: [Signature]

Print: David S. Robertson

Title: President

Date: 4/13/2018

**CITY APPROVAL**

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

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

Title: Assistant City Manager or Designee

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





Central Florida Office  
261 N. Lakeview Drive  
Lake Helen, FL 32744  
Office: 386-473-7766  
Mobile: 561-866-0540  
E-mail: [drobertson@cciwater.com](mailto:drobertson@cciwater.com)

---

**Water Resource Consultants**

April 13, 2018

Fred Greiner  
WTP No. 2 Lead Operator  
City of Palm Coast  
2 Utility Drive  
Palm Coast, FL 32164

**RE: Proposal – LW-49 Pump Inspection and Well Rehabilitation**  
**CCI Project No: 100.51**

**Figures**

1. Vicinity Maps
2. Well Location Maps
3. Original Well Completion Report
4. Wellhead Photograph

**Tables**

1. Well Construction and Performance Details
2. Cost Estimate

Dear Mr. Greiner:

Connect Consulting, Inc. (CCI) is pleased to submit this proposal to remove and conduct an inspection of the submersible pump installed in the City of Palm Coast's (City) Public Water Supply (PWS) well LW-49. City personnel also requested possible rehabilitation of LW-49. Towards that end, we have developed a scope of work to complete the project as requested by the City. LW-49 is located at 12 Squash Blossom Court, Palm Coast, FL 32164 as shown on **Figure 1** and **Figure 2**.

**Discussion**

LW-49 was originally constructed in 1977 by Southern Well Drillers, Inc. as an Upper Floridan aquifer (UFA) Test/Production Well during the 1977 exploratory/test well program. The original well completion report is shown in **Figure 3**. LW-49 is currently one of 16 existing and soon to be constructed wells that comprise the South Well Field, which serves Water Treatment Plant (WTP) No. 2.



This well site was selected along with the site for LW-51 as two (2) representative UFA sites where both water quality and well yield were acceptable. This decision was based on the drilling and testing of 4-inch diameter exploratory wells (LW-15 for LW-49 and LW-6 for LW-51) which were completed along with twelve (12) other 4-inch UFA exploratory wells in 1977. During the drilling and testing of the 4-inch exploratory wells, it was learned that the top of the UFA was characterized by a hard siliceous replacement (Chert) layer over a softer limestone and dolomitic limestone stratum. The water was/is produced from a cavernous/lost circulation zone which occurs right below the hard Chert layer. Additional production comes from water producing zones at ~200 and ~300 feet. At the time LW-49 was constructed in 1977, it was test pumped at 725 gallons per minute (GPM) and had a specific capacity of 43 GPM per foot of drawdown (GPM/ft.).

Due to water quality issues (primarily Iron) a liner casing was installed in LW-49 along with drilling the well deeper in 2004. After the liner was installed and the well deepened the specific capacity was 40 GPM/ft. In 2008 the specific capacity had declined to ~13 GPM/ft. and the well was chemically treated with 2,800 gallons of 20° Baume (32%) hydrochloric acid (HCL) which restored the specific capacity to 40 GPM/ft.

In 2013 the specific capacity had again declined to ~17 GPM/ft. and the well was treated using carbon dioxide (CO<sub>2</sub>) gas that was injected into the open hole. The CO<sub>2</sub> treatment increased the specific capacity to ~30 GPM/ft. The specific capacity averaged around 26 GPM/ft. at an average pumping rate of ~280 GPM during 2017 based on data collected by the City.

The well construction details for LW-49 are listed below in **Table 1**. A photograph of the wellhead is shown in **Figure 4**.

**Table 1 – Well Construction Details**

Well No.	District ID	Casing Diameter (in.)	Liner Casing Diameter (in.)	Liner Casing Depth (ft.)	Total Depth-Original/Modified (ft.)	Design Rate (GPM)	Original Specific Capacity (GPM/ft.)	Source
LW-49	6674	14	10 PVC	0-135	225/350	475	40	UFA

Notes: in. – inches      ft. – feet  
GPM – Gallons per minute

UFA – Upper Floridan aquifer

The City recently noted that the well was not producing water and appeared to have a failed pump. The following scope of work was developed to inspect the pump and possibly rehabilitate LW-49. In addition, a site inspection documented that the existing concrete wellhead pedestal is in poor condition and could be a sanitary hazard.



## Scope of Work

The following scope of work has been developed to implement the pump inspection, wellhead demolition and replacement, and well rehabilitation for LW-49:

### A. Hydrogeologic Services:

1. Project management
2. Well rehabilitation program design
3. Oversight during pump inspection rehabilitation
4. Data collection
5. Reporting

### B. Well Field Services:

#### Task 1 – Pump Inspection and Repair/Replacement

1. Mobilize all equipment to the site to perform the scope of work.
2. Remove the submersible pump and motor from the well and store column pipe onsite off of the ground and covered to protect from weather. Inspect the pump and motor in the field, then transport the bowl assembly to an approved pump shop for an internal inspection. Include a \$10,000 pump allowance for repair and/or purchasing a new pump/motor.
3. Secure the wellhead, pipeline, and site.
4. Deliver repaired/new pump and/or motor to the site. Reinstall the repaired/new pump and/or motor.
5. Flow test and adjust pump.
6. Chlorinate the well and turn over to City.
7. Clean up and restore the site.
8. Demobilize all equipment and secure site.

#### Task 2 – Wellhead Demolition and Replacement

1. Mobilize equipment necessary to complete the work as specified.
2. Demolish existing concrete and steel-reinforced wellhead pedestal.
3. Form and pour new steel-reinforced concrete pedestal to match existing wellhead construction standards used by the City.
4. Furnish and install new 24-inch square stainless steel pump base (sole) plate.
5. Furnish and install new 8-inch stainless steel tee to replace existing steel discharge elbow.



### Task 3 – Well Evaluation and Rehabilitation

1. Mobilize equipment necessary to successfully complete the work as specified.
2. Install a test pump capable of producing up to 500 gallons per minute (GPM). Remove/re-set the test pump from the well as needed.
3. Conduct static and pumped geophysical logs/TV survey on the well. Geophysical logging/TV services will be provided by a pre-approved logging service provider, as follows:
  - a. Static caliper
  - b. Static electric (Resistance and Self Potential)
  - c. Static natural gamma ray
  - d. Static fluid temperature
  - e. Static fluid resistivity
  - f. Static fluid velocity
  - g. Pumped fluid temperature
  - h. Pumped fluid resistivity
  - i. Pumped fluid velocity
  - j. Static and pumped TV survey
4. Conduct a pre-rehabilitation step-drawdown pumping test. Equip the development/test pump with an accurate flow meter, up to 200-feet of leak-free hose and/or piping, and a diffuser to minimize the potential for erosion during pumping. The test shall consist of the well being pumped for approximately one hour at each of three escalating rates. Anticipated pumping rates for the test are 300, 400, and 500 GPM. Accurately measure, by manual methods, static water level before pumping begins and pumped water level and flow readings throughout the test.
5. Install an air-tight header on top of the well casing equipped with an acid feed line, water chase feed line, pressure gauge, and blow-off tank.
6. Place HCL through the air-tight header/tremie line at up to two different depths within the open hole above the water producing zones (as determined from the geophysical logs/TV survey). Use ~2,800 gallons of 20° Baume (32%) HCL. Shut the well in and monitor/control the pressure build-up. Allow HCL to react with formation for up to four (4) days.
7. Surge the well with air to ensure complete reaction of the HCL with the limestone formation.
8. Develop the well clear via air lift development followed by over pumping development at a rate of ~500 GPM for up to 40 hours or until Turbidity is less than 1 Nephelometric Turbidity Unit.
9. Conduct a post-rehabilitation specific capacity pumping test as described above to establish a new specific capacity.
10. Conduct a post-rehabilitation static TV survey.



## Cost and Schedule

We propose to team with Freeman Well Drillers, Inc. and will complete the scope of work described above on a lump sum/fixed fee basis as shown in **Table 2**.

**Table 2 – Cost Estimate**

<i>Task No.</i>	<i>Description</i>	<i>Fees</i>
1	Pump Inspection and Repair/Replacement	\$8,500.00
2	Wellhead Demolition and Replacement	\$10,000.00
3	Well Evaluation and Rehabilitation	\$60,000.00
4	Pump Repair Allowance	\$10,000.00
TOTAL		<b>\$88,500.00</b>

Time of Completion (from authorization): 150 Days

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

Please review this proposal and contact us with any questions.

Sincerely:

***Connect Consulting, Inc.***

*Gary E. Eichler*

Gary E. Eichler, P.G  
Principal Hydrogeologist

*David S. Robertson*

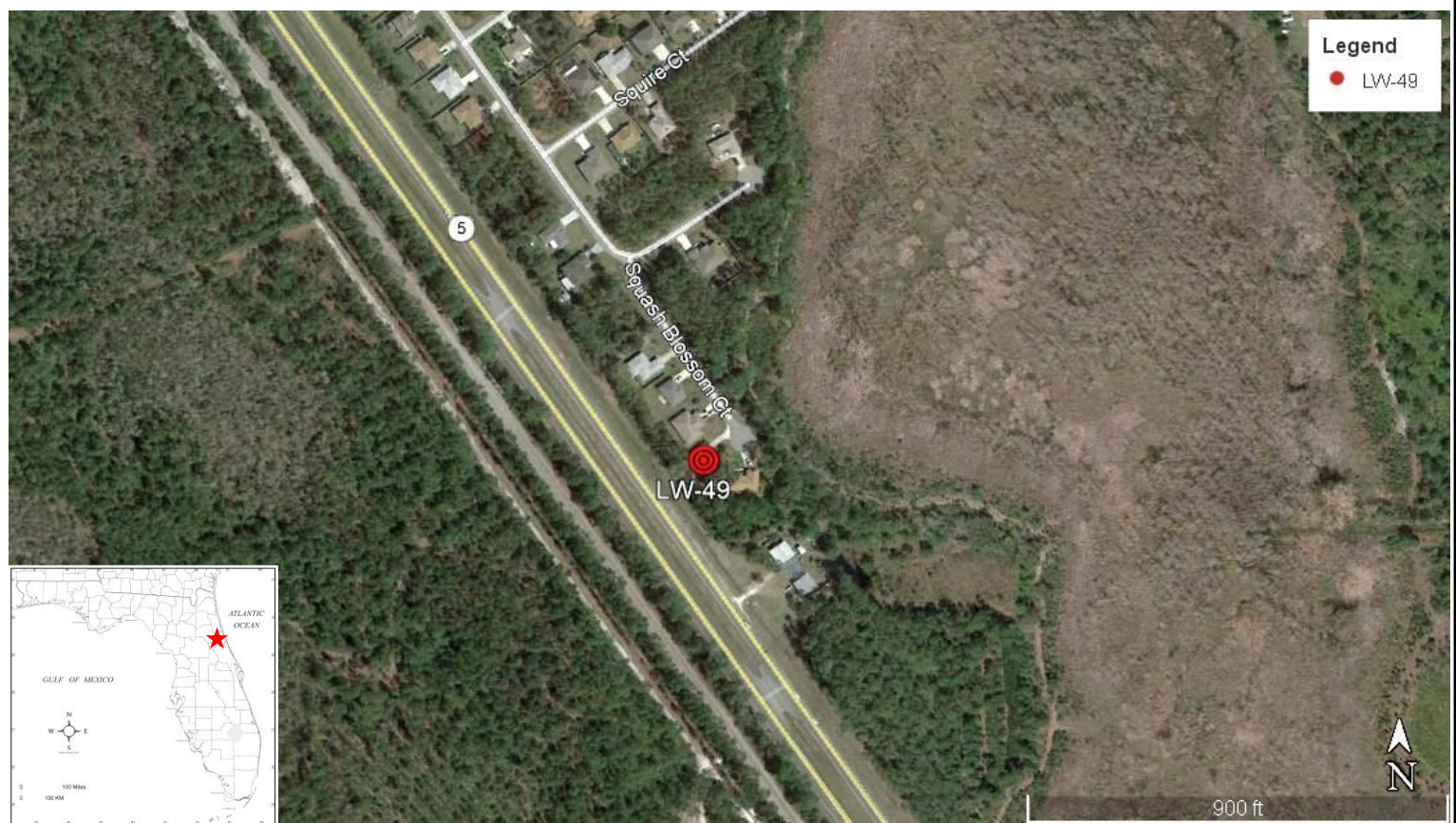
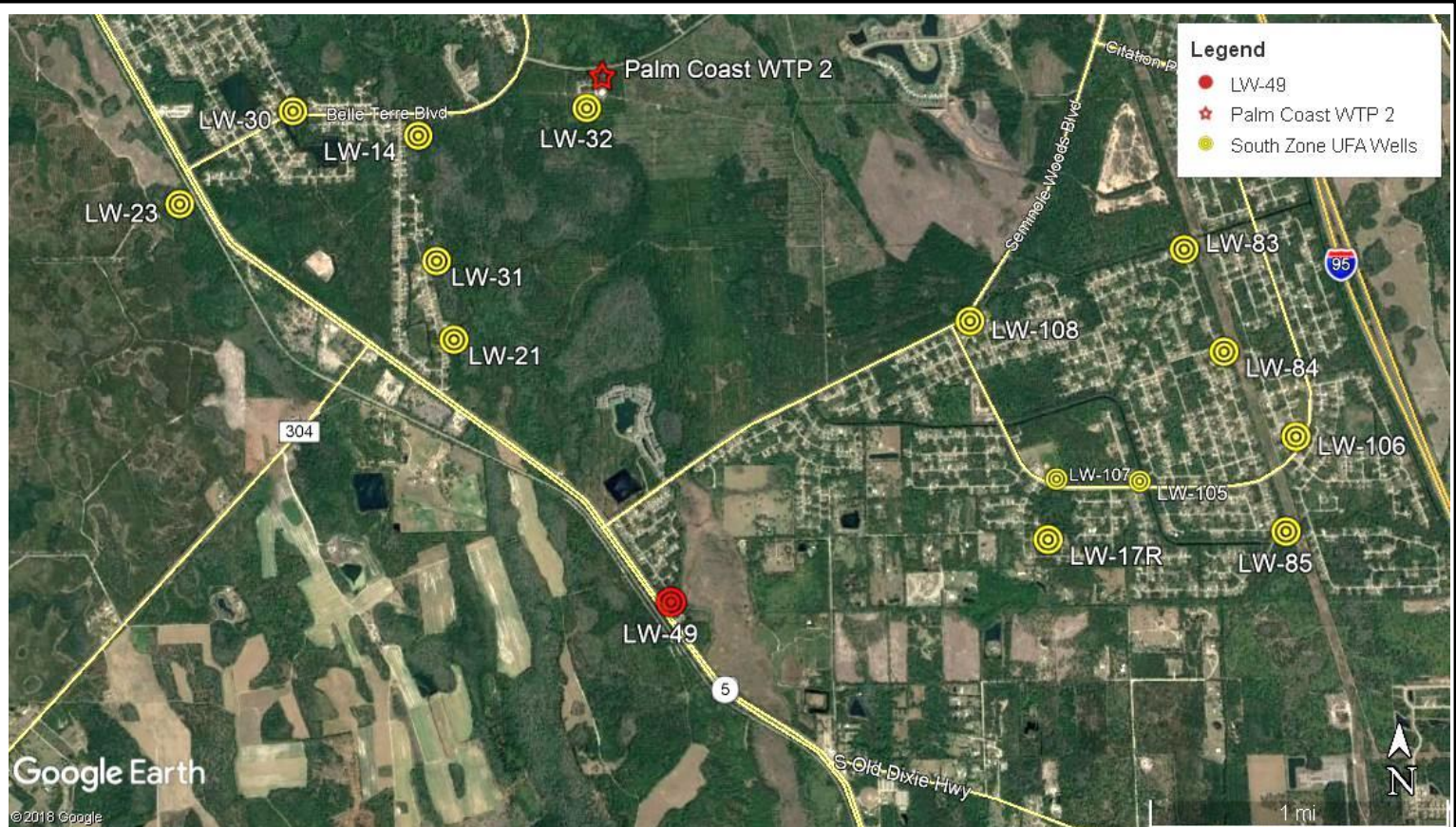
David S. Robertson, P.G  
Principal Hydrogeologist

Cc: Richard Adams  
Jim Hogan  
Thomas Freeman  
Jim Andersen

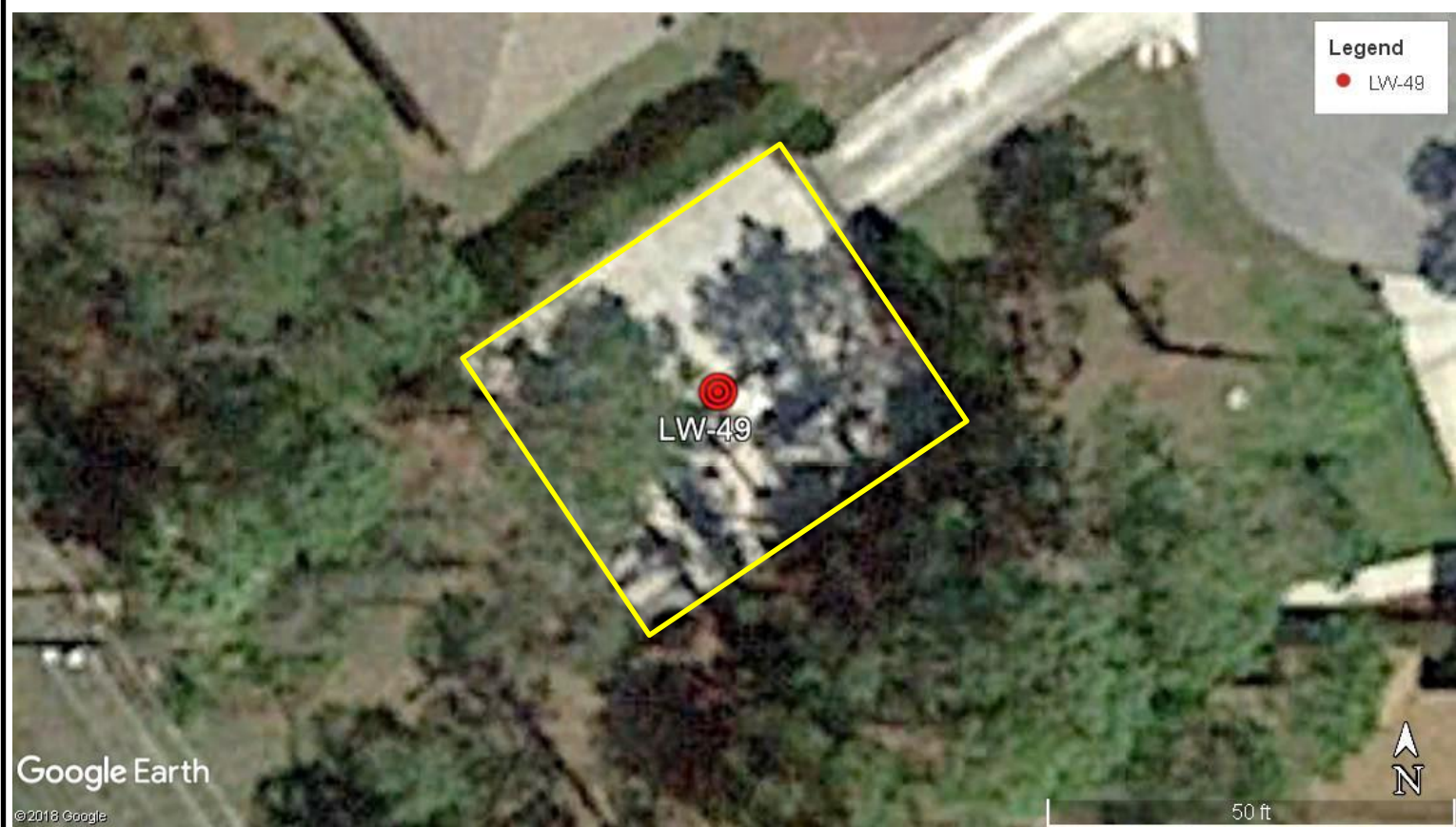


## FIGURES





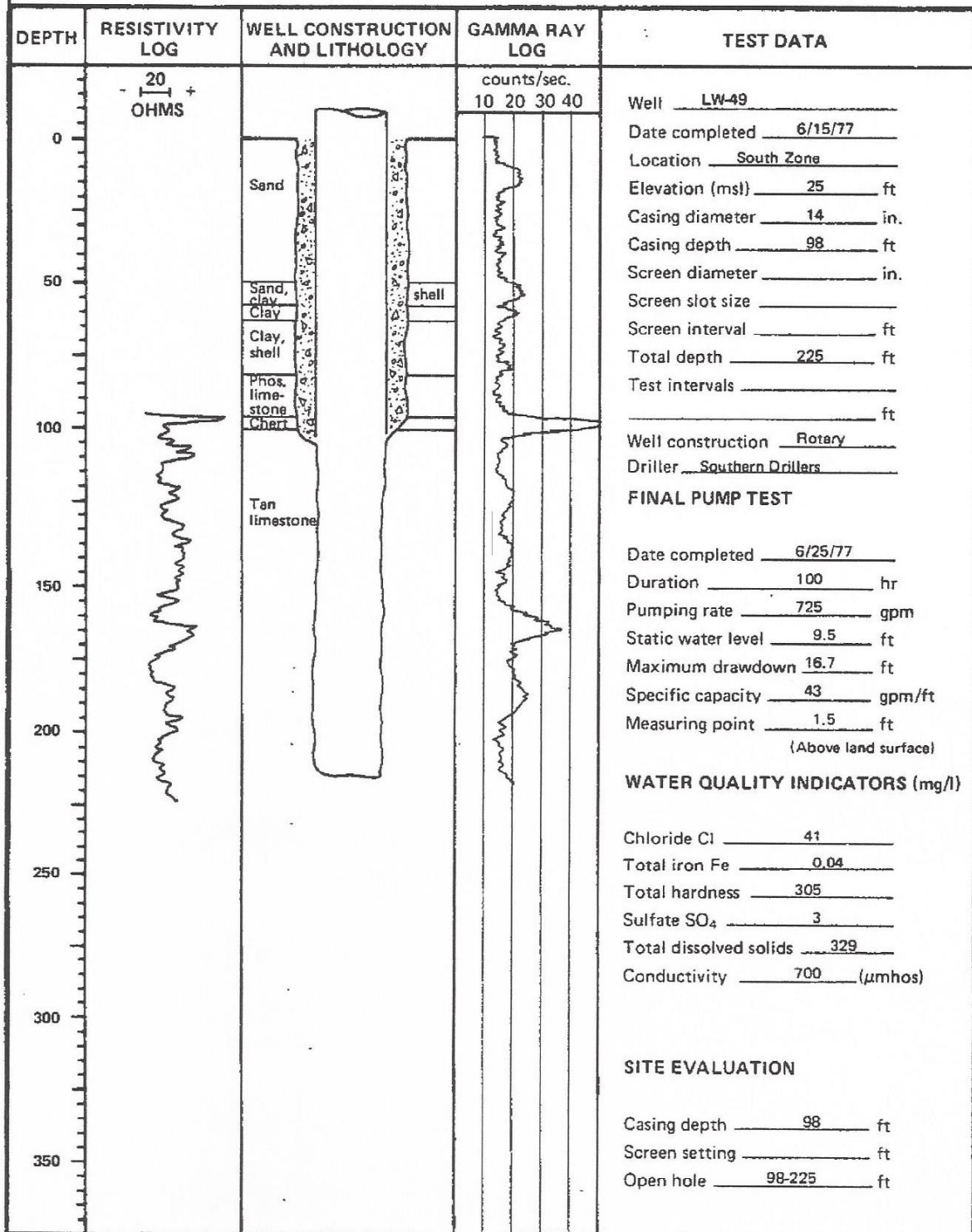






**ITT COMMUNITY DEVELOPMENT CORPORATION  
FLAGLER COUNTY, FLORIDA**

**WELL COMPLETION REPORT**



Project No. 184-7601-5

D - 2









# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 04/24/2018

<b>Department</b>	UTILITY	<b>Amount</b>	\$89,000.00
<b>Item Key</b>	3186	<b>Account</b>	# 54029000 034000
<b>Subject</b>	RESOLUTION 2018-XX APPROVING A WORK ORDER FOR CONNECT CONSULTING INC., FOR PROFESSIONAL SERVICES TO MODIFY CONSUMPTIVE USE PERMIT NO. 1947		
<b>Background :</b> The St Johns River Water Management District (SJRWMD) completed the Northeast Regional Water Supply Plan in January 2017. The plan requires Municipalities to update their Water Supply Facilities Workplan (WSFWP) by amending their Comprehensive Land Use Plans by September 2018. As referenced in the Utility’s recently approved WSFWP, it will be necessary in the future to augment the fresh water supply with an alternative source. One of those potential sources could be the brackish Upper Floridan Aquifer water located in the vicinity of Water Treatment Plant #3 (WTP #3). However, in order to receive an allocation from the SJRWMD, the City must show that proposed withdrawals would not create negative impacts on the existing fresh water aquifers and/or surface waters and wetlands. Aquifer Performance Tests (APTs) on this source were completed to develop the data necessary to run the modeling required to finalize the impact analysis. This brackish ground water source (alternative water source) is proposed to serve WTP #3. WTP #3 was designed and built so that it could treat both fresh water from the Confined Surficial Aquifer (CSA), and with some modifications, brackish Upper Floridan Aquifer (UFA) ground water, should that source be approved by the SJRWMD. The Consumptive Use Permit (CUP) Modification further supports the WSFWP by requesting an additional fresh CSA allocation be added to the CUP.  This modification to the CUP is required to provide assurance to the City that the long term source water needs of our citizens can be met.  Connect Consulting, Inc.’s proposal for Professional Consulting Services consists of assisting the City with adding both a brackish and a fresh allocation to CUP 1947 from the Confined Surficial and the Upper Floridan Aquifer systems to be completed for a total of \$89,000.00. All work will be performed in accordance with the City's existing continuing services contract with Connect Consulting, Inc. on a fixed-fee/lump sum basis. This budgeted project will be funded under the Utility's Capital Project Fund.			
<b>Source of Funds Worksheet FY 2018</b>			
Utility Capital Project Fund 54029000-034000		\$220,000.00	
Total Expenses/ Encumbered to Date		\$48,887.29	
Current Work Order Consumptive Use Permit Modification		<u>\$89,000.00</u>	
<b>Balance</b>		<b>\$82,112.71</b>	
<b>Recommended Action:</b> Adopt Resolution 2018-XX approving a Work Order to Connect Consulting, Inc., to provide professional consulting services for the Consumptive Use Modification project.			



**RESOLUTION 2018-\_\_\_\_\_**  
**CONNECT CONSULTING, INC.**  
**MODIFICATION OF CONSUMPTIVE USE PERMIT 1947**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A WORK ORDER FOR PROFESSIONAL CONSULTING SERVICES FOR THE MODIFICATION OF CONSUMPTIVE USE PERMIT NO. 1947 FROM CONNECT CONSULTING SERVICES INC.; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Connect Consulting Inc., has expressed a desire to provide Professional Consulting Services for the Modification of Consumptive Use Permit (CUP) 1947 to the City of Palm Coast; and

**WHEREAS**, the Modification of Consumptive Use Permit (CUP) 1947 is in support of the City of Palm Coast Water Supply Facilities Workplan; and

**WHEREAS**, the City Council of the City of Palm Coast desires to approve a Work Order with Connect Consulting, Inc., for the above referenced Services.

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

**SECTION 1. APPROVAL OF WORK ORDER.** The City Council of the City of Palm Coast hereby approves a Work Order relating to the purchase of Professional Consulting Services for the Modification of CUP 1947 from Connect Consulting, Inc., as referenced herein and attached here to as Exhibit "A."

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

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



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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 1st day of May 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachments: Exhibit A – Proposal/Work Order to Connect Consulting, Inc.

Approved as to form and legality

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





Central Florida Office  
261 N. Lakeview Drive  
Lake Helen, FL 32744  
Office: 386-473-7766  
Mobile: 561-866-0540  
E-mail: [drobertson@cciwater.com](mailto:drobertson@cciwater.com)

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***Water Resource Consultants***

March 6, 2018

Brian Mathews  
Compliance Manager  
City of Palm Coast  
2 Utility Drive  
Palm Coast, FL 32137

**Re: Proposal – Consumptive Use Permit Modification- CUP No. 1947**  
CCI Project No. 100.50

Dear Brian:

As we discussed, Connect Consulting, Inc. (CCI) is pleased to submit our proposal to assist the City of Palm Coast (City) in securing a major modification to their Consumptive Use Permit (CUP) No. 1947. The current CUP was issued on August 1, 2017 and expires on August 9, 2031. This CUP authorizes an average, annual daily ground water withdrawal of 11.023 million gallons per day (MGD) from both the shallow, Confined Surficial aquifer (CSA), which serves both Water Treatment Plants (WTP) 1 & 3 and the fresh water portions (in southern Flagler County) of the Upper Floridan aquifer (UFA) serving WTP 2. Our proposal is based on a number of assumptions which have been developed through several meetings with Palm Coast staff and at least two meetings with the St. Johns River Water Management District (SJRWMD), specifically with the City's CUP reviewer, Clay Coarsey, P.G.

However, it is important to note, that while Mr. Coarsey is an experienced and knowledgeable reviewer, this is a major CUP modification and will still have to be ultimately approved by the Governing Board of the SJRWMD, which has proven to be somewhat unpredictable in the past. Our assumptions include:

1. The current permitted allocation for the South Wellfield currently is 4.150 MGD will remain the same as is currently permitted.
2. This modification will address the following:
  - a. Adding a new allocation from the brackish UFA ranging from 4 to 6 MGD, serving WTP 3 only. The exact amount of the allocation will be determined as part of this effort, namely by developing a ground water flow model-supported Impact Analysis for the brackish UFA, and;



- c. Mr. Coarsey asked if the City would like to pursue this/these allocation increase requests as a single modification or as two (2) separate modifications, one from the brackish UFA and a second from the fresh CSA. The City prefers the single modification for both allocations. Mr. Coarsey is to check with his supervisor and get back to us with the District's preference, which as of this date, we have not received.
8. CCI, along with CPH, Inc., our sub-consultant teaming partner, will obtain assistance with wetlands-related issues critical to the CUP Modification. Amy Daly, with CPH, who is the City's wetlands consultant, will work with CCI to address the wetlands issue. Specifically, CPH will prepare a report discussing the relationship of precipitation, production and water table levels within the wellfields. The report shall discuss data in the field collected from 2005 through present day. The report will also discuss rainfall trends in the Palm Coast area from 1979 through present day as well as the effect of other factors such as silviculture, St. Joe Canal/US Highway 1 berm breach and drainage of the wellfield which have an effect on the area water table. For this effort, we have assumed once/month progress meetings for an estimated total of seven (7) meetings with CCI and City staff, held as either conference calls or in person meetings at Palm Coast. A copy of CPH's proposal for this effort is attached to this proposal.
9. Also, given the District's current policy for CUP modifications and/or renewals, namely to provide all information and supporting documentation "informally" to District staff in advance of a formal submittal (which officially starts a 30-day regulatory "clock"), for this proposal, we have assumed four (4) meetings with SJRWMD staff at District Headquarters in Palatka, FL.

### **Scope of Work**

The scope of work and goal for this CUP modification is to secure the following changes to CUP no. 1947:

1. Add an allocation of between 4 and 6 MGD from the brackish UFA, serving WTP 3. This will also include adding however many new, UFA wells, to be co-located on CSA well sites as needed.
2. Add an allocation of 1.0 MGD from the CSA. This will also include adding new well sites for withdrawal from the CSA, to be located primarily west of WTP 3.
3. Extend the CUP expiration date, currently at August 9, 2031 to sometime in 2038. The new CUP expiration date will be established by the date the District actually issues a new, 20-year duration CUP.



We appreciate the opportunity to provide these services and look forward to securing a new 20-year CUP the City of Palm Coast.

Please contact me or David Robertson if you have questions or concerns.

Sincerely

**CONNECT CONSULTING, INC.**

*Gary E. Eichler*

Gary E. Eichler, P.G.  
Vice President

*David S. Robertson*

David S. Robertson, P.G.  
President

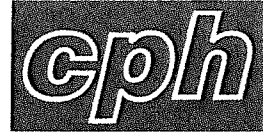
Cc: Richard Adams, Palm Coast  
Jim Hogan, Palm Coast  
Thomas Freeman, CCI  
James Andersen, CCI



February 5, 2018

Ref: Z6582.AEW

Mr. Brian Matthews  
City of Palm Coast  
2 Utility Drive  
Palm Coast, Florida 32137



500 W. Fulton Street  
Sanford, Florida 32771  
Phone: 407.322.6841  
Fax: 407.330.0639

[www.cphengineers.com](http://www.cphengineers.com)

**Re: City of Palm Coast CUP#1947 Permit Modification  
Proposal for Professional Services**

Dear Mr. Matthews:

CPH, Inc. (CPH) hereafter referred to as "CPH" is submitting this proposal to provide permitting assistance to modify the current CUP#1947. The provided scope is based on the City meeting conducted on January 19, 2018. CPH will provide assistance to the City and consultant team to process the application with St. Johns River Water Management District (SJRWMD).

CPH proposes to furnish The City of Palm Coast, hereinafter as the Client, the professional services described below for the fees stipulated herein.

## **SCOPE OF SERVICES**

CPH shall provide, or obtain from others, all labor, material and equipment to perform the following services:

### **1.0 Basic Services**

#### **1.1 CUP#1947 Permit Modification**

##### **ENV -1 Water Level Assessment Report**

CPH shall prepare a report discussing the relationship of precipitation, production and water table levels within the wellfield. The report shall discuss data in the field collected from 2005 through present day. The report will also discuss rainfall trends in the Palm Coast area from 1979 through present day as well as the effect of other factors such as silviculture, St. Joe Canal/US Highway 1 berm breach and drainage of the wellfield which have an effect on the area water table.

##### **ENV - 2 Project Meetings**

CPH shall attend up to 2 project meetings with the City and/or consultant team.

##### **ENV - 3 SJRWMD Meetings**

CPH shall attend up to 3 meetings with SJRWMD.

##### **ENV - 4 SJRWMD RAI**

CPH shall respond to one Request for Additional Information requests from SJRWMD regarding ecological/environmental matters



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



DATE: 04 / 11 / 20 18

Project Manager's Initials Ben

SUPPLIER INFORMATION		BID DETAILS	
Name	Connect Consulting, Inc.	Project Title	Consumptive Use Permit
Street	261 N. Lakeview Drive	Bid #	
City, State, Zip	Lake Helen, FL 32744	City Council Approval date	

TOTAL COST: \$ 89,000.00  
(must equal amount of Purchase Order)

1. **INCORPORATION BY REFERENCE** The provisions of the agreement dated March 06, 2018 ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.

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

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

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

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

4. **SCHEDULE** (chose one): ☐ **AS NEEDED BASIS** ☒ **SHALL BE COMPLETED BY** - 09 / 30 / 20 18

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

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

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

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

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

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

**SUPPLIER APPROVAL**

By: David S. Robertson

Print: David S. Robertson

Title: President

Date: 4/11/2018

**CITY APPROVAL**

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

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

Title: Assistant City Manager or Designee

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



# City of Palm Coast, Florida

## Agenda Item

Agenda Date : 04/24/2018

<b>Department</b>	Community Development	<b>Amount</b>	\$233,500.00
<b>Item Key</b>	3173	<b>Account</b>	54029082-063000-82002
<b>Subject</b>	RESOLUTION 2018-XX APPROVING A CONTRACT WITH SGS CONTRACTING SERVICES, INC., FOR THE CONSTRUCTION OF THE WWTP NO. 1 ODOR CONTROL PROJECT		
<b>Background :</b>	<p>The City of Palm Coast Wastewater Treatment No. 1 utilizes an odor control unit at the head of the treatment process. The treatment plant has a large wet well that receives the majority of the City's wastewater. The incoming flows can cause turbulence which release gases, producing unpleasant odors. This project includes the installation of an additional odor control unit and associated equipment to remove gases at the beginning of the plant before the treatment process.</p> <p>The Construction Management &amp; Engineering Division advertised the project (ITB-UT-18-14) and on April 5, 2018, received bids from two qualified contractors. City staff recommend awarding the contract to the low bidder SGS Contracting Services, Inc. of High Springs, for the amount of \$233,500.00. The notice of intent to award and project bid overview are attached.</p> <p>This project is in the Utility 5-Year Capital Improvement Plan and the construction is budgeted for Fiscal Year 2017-18.</p>		
<b>SOURCE OF FUNDS WORKSHEET FY 2017-18</b>			
<b>Utility Capital Project-WW Plant Expansion</b>	54029082-063000-82002	<b>\$ 4,770,000.00</b>	
Total Expenses/Encumbered to date		\$914,146.76	
Current Work Order/Contracts		\$233,500.00	
<b>Balance</b>		<b>\$3,622,353.24</b>	
<b>Recommended Action :</b>	Adopt Resolution 2018-XX approving a contract with SGS Contracting Services, Inc. for the construction of the WWTP No. 1 Odor Control project.		



**RESOLUTION 2018-\_\_\_\_**  
**WASTEWATER TREATMENT PLANT 1**  
**ODOR CONTROL PROJECT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A CONTRACT WITH SGS CONTRACTING SERVICES, INC., FOR THE WASTEWATER TREATMENT PLANT 1 ODOR CONTROL PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of Palm Coast desires to install an Odor Control Unit for Wastewater Treatment Plant 1; and

**WHEREAS,** SGS Contracting Services, Inc. desires to provide an Odor Control Unit to the City of Palm Coast; and

**WHEREAS,** the City of Palm Coast desires to contract for the above reference services to install the Odor Control Unit at Wastewater Treatment Plant 1.

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

**SECTION 1. APPROVAL OF CONTRACT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of a contract with SGS Contracting Services, Inc., for the Wastewater Treatment Plant 1 Odor Control Unit project, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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



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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 1st day of May 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit "A" – Contract with SGS Contracting Services, Inc.

Approved as to form and legality

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





Administrative Services & Economic Development  
Central Services Division

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

## NOTICE OF INTENT TO AWARD

**Project:** ITB-UT-18-14 Wastewater Treatment Plant No. 1 Odor Control Improvements Project

**Date:** April 9, 2018

**Appeal Deadline:** Appeals must be Filed by 5:00 PM on April 12, 2018

Firm	Bid
<b>SGS Contracting Services, Inc.</b> High Springs, FL	<b>\$233,500.00</b>
<b>Petticoat-Schmitt Civil Contractors, Inc</b> Jacksonville, FL	\$259,690.00
<b>TLC Diversified, Inc.</b> Palmetto, FL	Non-Responsive

The intent of the City of Palm Coast is to award ITB-UT-18-14 to SGS Contracting Services, Inc.

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

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

*Any decision of the Administrative Services and Economic Development Director may be appealed to the City Manager by filing a written appeal to the City Manager within seven (7) days of the Administrative Services and Economic Development Director's decision. Any decision of the City Manager may be appealed to the City Council by filing a written appeal to the City Clerk within seven (7) days of the City Manager's decision. The same procedures as above shall apply to contest the award of the contract.*



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# ITB-UT-18-14 - Wastewater Treatment Plant No. 1 Odor Control Improvements Project

## Project Overview

Project Details	
Reference ID	ITB-UT-18-14
Project Name	Wastewater Treatment Plant No. 1 Odor Control Improvements Project
Project Owner	Kelly Downey
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	: The work included in this section of the specifications consists of furnishing and installing a new odor control unit, controller with cellular communication and remote monitoring. Odor control unit shall be installed at the head works of Wastewater Treatment Plant No. 1 at the wet well. The equipment shall be constructed to treat the influent wastewater off-gasses at the entrance to the Wastewater Treatment Plant at the wet well. Only those contractors qualified through the Pre-Qualification process will be allowed to participate in the Invitation to Bid.
Open Date	Jan 31, 2018 4:30 PM EST
Close Date	Feb 15, 2018 2:00 PM EST





Awarded Suppliers	Reason	Score
SGS Contracting Services, Inc.		100 pts

## Seal status

Requested Information	Unsealed on	Unsealed by
Qualification Forms/Attachments A - M	Feb 15, 2018 2:20 PM EST	Beau Falgout
Financial Statement/Attachment N	Feb 15, 2018 2:21 PM EST	Beau Falgout

## Conflict of Interest

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





Name	Date Signed	Has a Conflict of Interest?
Kelly Downey	Feb 15, 2018 2:49 PM EST	No
Mary Kronenberg	Feb 19, 2018 9:20 AM EST	No
Alex Blake	Feb 16, 2018 8:53 AM EST	No
Danny Ashburn	Feb 15, 2018 2:34 PM EST	No
Helena Alves	Feb 16, 2018 2:48 PM EST	No
Rose Conceicao	Apr 10, 2018 4:06 PM EDT	No





## Project Criteria

Criteria	Points	Description
Pre-Qualification forms	Pass/Fail	Pre-Qualifications forms Attachments A - N
Pre-Qualification Review	Pass/Fail	Pre-Qualification forms Attachments A - M
Financial Review	Pass/Fail	Pre-Qualification form Attachment N (financial)
Section 00200 Bid Forms	Pass/Fail	Section 00200 Bid Forms
Pricing	100 pts	Bid Schedule
Forms 5, 6, & Addenda	Pass/Fail	Forms 5, 6, & Addenda
<b>Total</b>	<b>100 pts</b>	





## Scoring Summary

### Active Submissions

	Total	Pre-Qualification forms	Pre-Qualification Review	Financial Review	Section 00200 Bid Forms
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
SGS Contracting Services, Inc.	100 pts	Pass	Pass	Pass	Pass
Petticoat-Schmitt Civil Contractors, Inc.	89.91 pts	Pass	Pass	Pass	Pass
TLC Diversified, Inc.	0.00002 pts	Pass	Pass	Pass	Mixed

	Pricing	Forms 5, 6, & Addenda
--	---------	-----------------------





Supplier	/ 100 pts	Pass/Fail
SGS Contracting Services, Inc.	100 pts (\$233,500.00)	Pass
Petticoat-Schmitt Civil Contractors, Inc.	89.91 pts (\$259,690.00)	Pass
TLC Diversified, Inc.	0.00002 pts (\$999,999,999,999.00)	Fail



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

Agenda Date : 4/24/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	3197	<b>Account</b>
		<b>#</b>
<b>Subject</b>	CALENDAR/WORKSHEET	
<b>Background :</b>		
<b>Recommended Action :</b>		





## Meeting Calendar for 4/24/2018 through 5/31/2018

**4/24/2018 9:00 AM**

City Council Workshop  
City Hall

**4/26/2018 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

**5/1/2018 6:00 PM**

City Council  
City Hall

**5/2/2018 10:00 AM**

Code Enforcement Board  
City Hall

**5/8/2018 9:00 AM**

City Council Workshop  
City Hall

**5/9/2018 6:30 PM**

Leisure Services Advisory Committee  
City Hall

**5/11/2018 8:30 AM**

Volunteer Firefighters' Pension Board  
Fire Station #25

**5/15/2018 9:00 AM**

City Council  
City Hall





## **Meeting Calendar for 4/24/2018 through 5/31/2018**

**5/16/2018 5:30 PM**

Planning & Land Development Regulation Board

City Hall

**5/24/2018 5:00 PM**

Beautification and Environmental Advisory Committee

City Hall

**5/29/2018 9:00 AM**

City Council Workshop

City Hall



#	File #	Item	Title	Staff
			<b>Workshop 4/24/2018</b>	
1		Resolution	Consumptive Use Permit Modification	Adams/Matthews
2		Resolution	LW-49 Pump Inspection and Well Rehabilitation	Adams/Hogan
3		Resolution	Rebuild/Rehab and Testing of SW-4R	Adams/Hogan
4		Resolution	Whiteview Forcemain-Design	Blake/Kronenberg
5		Presentation	10 year Capital Improvement forecast	Cote
6		Resolution	WWTP#1 Odor Control	Kronenberg
7		Ordinance	Airport Area Overlay Master Plan	Meehan
8		Presentation	Litter	Mini
9		Presentation	Downtown Innovation District	Newingham
10		Resolution	Diamond Ground Lease Agreement	Streichsbier
			<b>Business 5/1/2018</b>	
1		Resolution	Consumptive Use Permit Modification	Adams/Matthews
2		Resolution	LW-49 Pump Inspection and Well Rehabilitation	Adams/Hogan
3		Resolution	Rebuild/Rehab and Testing of SW-4R	Adams/Hogan
4		Resolution	Whiteview Forcemain-Design	Blake/Kronenberg
5		Resolution	Community Planning Technical Assistance Grant	Falgout/Newingham
6		Resolution	WWTP#1 Odor Control	Kronenberg
7		Proclamation	American Lung Association	Lane
8		Proclamation	Nurses Week	Lane
9		Proclamation	Employee Appreciation Month	Lane
10		Presentation	Award to Buddy Taylor Middle School Eagles Mayor's 30/30 Challenge	Lane
11		Ordinance 1st	Airport Area Overlay Master Plan	Meehan
12		Proclamation	Arbor Day	Mini
13		Presentation	Public Safety Update	Staly
14		Resolution	Diamond Ground Lease Agreement	Streichsbier
			<b>Workshop 5/8/2018</b>	
1		Resolution	Presentation to City Council - Year to Date Budget Results	Alves/Williams
2		Resolution	Pipe Replace/Rehab	Cote/Peel
3		Resolution	Dunes CDD easement	Butler
4		Ordinance	Amend LDC Chapter 5 rewrite	Hoover
5		Resolution	FiberNet	Viscardi



			<b>Business 5/15/2018</b>	
<b>1</b>		Resolution	Dunes CDD easement	Butler
<b>2</b>		Resolution	Pipe Replace/Rehab	Cote/Peel
<b>3</b>		Discussion	Final Ranking Executive Search Firms	Council
<b>4</b>		Proclamation	Kids to Park Day	Lane
<b>5</b>		Proclamation	Drug Court Month	Lane
<b>6</b>		Ordinance 1st	Amend LDC Chapter 5 rewrite	Hoover
<b>7</b>		Ordinance 2nd	Airport Area Overlay Master Plan	Meehan
<b>8</b>		Resolution	FiberNet	Viscardi
			<b>Workshop 5/29/2018</b>	
<b>1</b>		Presentation	Fund Accounting and Long Term Planning	Alves/Williams
<b>2</b>		Presentation	Executive Search Firms Presentations	Council



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

Agenda Date : 04/24/2018

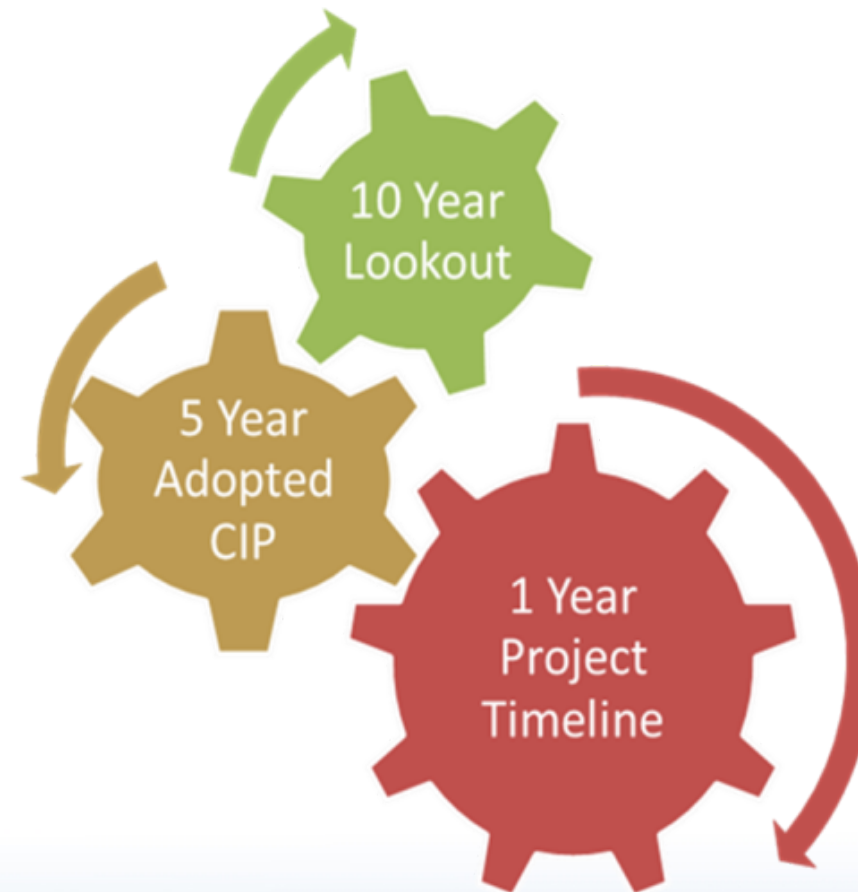
<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	3216	<b>Account</b>
		<b>#</b>
<b>Subject</b>	ATTACHMENTS TO MINUTES	
<b>Background :</b>		
<b>Recommended Action :</b>		



# CAPITAL IMPROVEMENT PLAN

2018

## 10-YEAR PLAN UPDATE



*Find Your Florida*



TRANSPORTATION PROJECTS (Projects highlighted in blue are partially or fully funded with grants)			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
DESCRIPTION / PHASE			FY 18	FY 19	FY 20	FY 21	FY 22	FY23	FY24 - 28	
<b>BRIDGE REHABILITATION (All Bridges identified and inspected by FDOT)</b> <i>Bridge rating explanation: All components and materials of those components are inspected and rated separately. These components are given a numerical rating, generally 1 -4. Other factors are taken into consideration such as load rating and traffic flow. The ratings of all components and considerations are compiled for an overall letter grade, generally A – D.</i> <i>A – Little or no deterioration. Little or no effect on strength and/or serviceability</i> <i>B – Minor cracks, spalls and scaling. No exposed or evidence of rebar corrosion</i> <i>C – Some delamination, moderate cracking, some rebar exposure. Loss is incidental and does not significantly affect the strength and/or serviceability.</i> <i>D – Advanced deterioration. Sufficient to warrant review of the impact on the strength and/or serviceability.</i>										
General Bridge Rehabilitation	Construction		65,000	30,000	30,000	30,000	30,000	30,000		
Bridge #734064 - Colorado @ College Waterway (FDOT rating A)	Design Construction	54602	- 120,000							
Bridge #735504 - Sesame @ Little Channel (FDOT rating F) - To be completed with Citation	Design Construction			Part of Citation Project	Part of Citation Project					
Bridge #734077 - Belle Terre @ Walker Waterway (FDOT rating C) - To be completed with W-1 project	Design Construction			Part of W-1 Project						
Bridge #734076 - Belle Terre @ Royal Palms Waterway (FDOT rating A) - To be completed with Belle Terre Safety Improvement Project	Design Construction			Part of BTSIP Project						
Bridge #734079, Colbert Lane, St. Joe Canal (FDOT rating C) - low sufficiency rating	Design Construction				50,000	420,000				
Bridge #735503, Secretary @ Seminole Waterway (FDOT rating B)	Design Construction						30,000	220,000		
Bridge #734067, Palm Harbor @ Mulberry Creek (FDOT rating B)	Design Construction								30,000 320,000	
Bridge #735505, Royal Palms, Belleaire Waterway (FDOT rating B) - low sufficiency rating	Design Construction								25,000 175,000	
Bridge #734061 - Palm Harbor, Clubhouse Waterway (FDOT rating B) - low sufficiency rating	Design Construction								25,000 175,000	
Bridge #734062 - Palm Harbor @ College Waterway (FDOT rating B) - low sufficiency rating	Design Construction									
Bridge #735500, Royal Palms @ Town Center Canal (FDOT rating B) - low sufficiency rating	Design Construction									
Bridge #735507, Old Kings Road South, Creek (FDOT rating B)	Design Construction									
Bridge #735509, Old Kings Road, Creek (FDOT rating B)	Design Construction									
Bridge #734060 - Clubhouse Dr, Country Club Cove (FDOT rating B)	Design Construction									



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	DESCRIPTION / PHASE	PROJECT NUMBER	FY 18	FY 19	FY 20	FY 21	FY 22	FY23	FY24 - 28	
Bridge #734063 - Colechester @ College Waterway (FDOT rating A)	Design Construction									
Bridge #734065, Westhampton, Wynnfield Waterway (FDOT rating A)	Design Construction									
Bridge #734066, Wellington @ Wynfield Waterway (FDOT rating A)	Design Construction									
Bridge #734068, Palm Coast Parkway, St. Joe Canal (FDOT rating A)	Design Construction									
Bridge #734073, Old Kings, Lehigh Canal (FDOT rating A)	Design Construction									Part of OKR Project
Bridge #735501, Pine Lakes @ Pine Lakes Waterway (FDOT rating A)	Design Construction									
Bridge #735502, Matanzas, Belleaire Waterway (FDOT rating A) - low sufficiency rating	Design Construction									
Bridge #735506, Royal Palms, Lehigh Spur Canal (FDOT rating A)	Design Construction									
Bridge #735508, Rae Drive, Pine Lakes Waterway (FDOT rating A)	Design Construction									
Bridge #735510, Old Kings Road, Creek (FDOT rating A)	Design Construction									



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DESCRIPTION / PHASE			FY 18	FY 19	FY 20	FY 21	FY 22	FY23	FY24 - 28	
CAPACITY IMPROVEMENTS										
OKR Widening (Palm Coast Pkwy to Forest Grove)	Design ROW FPL Construction/CE	54507 54510	291,000 1,118,600							
					6,000,000				27,600,000	
Old Kings Rd. Extension - Phase 2	ROW CEI Construction FPL	54502	40,000						515,000 5,150,000	
Belle Terre - PCP to Pine Lakes 6-laning							150,000	500,000		
Matanzas Woods Pkwy 4-laning - Phase 2 (US-1 to Southbound ramps)	Design Wetland Mit. ROW Construction/CE								1,903,000	28,000 183,000 13,918,000
Matanzas Woods Pkwy 4-laning - Phase 3 (Southbound Ramps to Old Kings Rd.)	Design Wetland Mit.									1,207,000 176,000
SR100 6-laning (I-95 to Belle Terre Pkwy)	Planning PD&E								20,000 795,480	
Old Kings Rd. Widening (Town Center to Palm Coast Pkwy)	Design & CEI FPL Wetland Mit. Construction									



TRANSPORTATION PROJECTS <i>(Projects highlighted in blue are partially or fully funded with grants)</i>			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
DESCRIPTION / PHASE			FY 18	FY 19	FY 20	FY 21	FY 22	FY23	FY24 - 28	
ENHANCEMENT PROJECTS										
Sidewalks and Bike Paths		51005	2,008,406	305,000	205,000	110,000	325,000	25,000	2,250,000	
General										
St. Joe Walkway Rehab (Palm Coast Pkwy. to Intracoastal)	Design & Construction		44,058							
Forest Branch Trail & OKR Temporary Path (FPL Path)	Design & Construction		212,229							
Forest Grove Dr. (East & West Extensions)	Design & Construction		11,230							
Palm Coast Pkwy. (EB) (Florida Park to Community Center)	Design & Construction		35,889							
Sesame - Citation to Seminole Woods	Construction		880,000							
Lakeview Blvd - Lamancha Drive to London Drive	Design-Build		750,000							
Whiteview - Whitemill to US1 (part of Whiteview Safety Improvement Project)	Design & Construction		Part of WSIP	Part of WSIP	Part of WSIP					
Pedestrian Safety Pilot Program (School Routes)	Design & Construction			100,000						
Add Bench Bump Outs to existing paths (\$3500/location est.)	Construction					60,000				
Palm Coast Pkwy. (EB) (Pine Lakes Pkwy to St. Joe Plaza)	Design & Construction		75,000	65,000	65,000					
Palm Coast Pkwy. (EB) (St. Joe Plaza to Wendy's)	Design & Construction			75,000	75,000					
Palm Coast Pkwy. (EB) (Corporate Dr. Int. to Shell gas station)	Design & Construction			65,000	65,000					
Oak Trails Blvd (Bleau Ct. to Black Alder Dr.)	Design & Construction					50,000	250,000			
Belle Terre Parkway NB (Target Center to Market Ave)	Design & Construction						75,000	25,000	TBD	
US1 - Seminole Woods to Belle Terre	Design & Construction								750,000	
US1 - Royal Palms to Palm Coast Pkwy	Design & Construction								1,500,000	



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DESCRIPTION / PHASE			FY 18	FY 19	FY 20	FY 21	FY 22	FY23	FY24 - 28	
Beautification Projects			52003	50,000	-	-	320,000	1,075,000	-	580,000
Palm Harbor Pkwy Median - European Village	Construction		50,000							
Whiteview Median Improvements - East of Whitemill to US1	Design & Construction		Part of WSIP	Part of WSIP	Part of WSIP					
Entry Sign & Median - Whiteview Pkwy at US1	Design & Construction		Part of WSIP	Part of WSIP	Part of WSIP					
SR100 & I95 Interchange Improvements	Design & Construction					280,000				
Fountain in FDOT pond at Palm Coast Pkwy SB exit ramp	Design & Construction					30,000				
Seminole Woods Parkway Median Improvements - SR100 to north of Citation	Design Construction					10,000	575,000			
Entry Sign (Major Gateway) - I95/Matanzas Woods Pkwy Interchange	Design Construction						60,000 440,000			
Entry Sign (Minor Gateway) - Old Kings Road at US1	Design Construction								25,000 60,000	
Entry Sign (Residential Gateway) - Belle Terre Boulevard at US1	Design Construction								25,000 60,000	
Entry Sign (Residential Gateway) - Royal Palms Pkwy at US1	Design Construction								25,000 60,000	
Entry Sign (Residential Gateway) - Matanzas Woods Pkwy at US1	Design Construction								25,000 60,000	
Entry Sign (Minor Gateway) - Belle Terre Blvd/Pkwy at SR100	Design Construction								30,000 150,000	
Entry Sign (Minor Gateway) - SR100 (East City Boundary)	Design Construction								30,000	150,000
Entry Sign (Minor Gateway) - Old Kings Road (South City Boundary)	Design Construction								30,000	75,000
Commercial/Business Sign (Corridor Gateway) (5) @ \$20,000 each	Design Construction									20,000 100,000
Neighborhood Signs (41) @ \$10,000 ea.	Design / Construction									410,000
Gateway Corridor Beautification (~9.5 miles along 7 major arterial roadways)	Construction									750,000



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DESCRIPTION / PHASE PROJECT NUMBER			FY 18	FY 19	FY 20	FY 21	FY 22	FY23	FY24 - 28	
SAFETY PROJECTS										
Bulldog Drive Improvements			35001							
FPL Street Light Agreement, Relocation, Services Ultimate 4-laning of Bulldog - Phase 2 FPL Underground Utilities - Phase 2	Design/CEI									250,000
	Construction									300,000
	Construction									2,500,000
	Contingency									400,000
Citation Boulevard Improvements										250,000
	Design/CEI		175,000							
	Construction			1,100,000						
	Contingency			100,000						
Belle Terre Safety Improvements										
Design & Construction Administration	Design		345,000	50,000						
Pritchard to Pine Grove	Construction/CE			800,000						
Ponce DeLeon to Point Pleasant	Construction/CE			700,000						
Royal Palms Parkway	Construction/CE			900,000						
East Hampton	Construction			120,000						
	Contingency			250,000						
Whiteview Safety Improvements										
US1 to White Mill	Design/CEI		225,000	225,000	50,000					
Whippoorwill to Princess Rose	Construction/CE				1,225,000					
	Construction/CE				525,000					
	Contingency				200,000					
Seminole Woods (SR100 to US1)										
Intersection Analysis										
- SR100 (NB Left Turn Lane)			230,000							
Other Projects to be determined from Study										
Rymfire (Belle Terre to Royal Palms)										
Intersection Analysis / Design / Projects as determined										
Palm Harbor (Palm Coast Parkway to Old Kings)										
Intersection Analysis / Design / Projects as determined										
Pine Lakes (Belle Terre to Belle Terre)										
Intersection Analysis / Design / Projects as determined										



TRANSPORTATION PROJECTS <i>(Projects highlighted in blue are partially or fully funded with grants)</i>			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
DESCRIPTION / PHASE			FY 18	FY 19	FY 20	FY 21	FY 22	FY23	FY24 - 28	
<b>STREET REHAB and RENEWAL</b>			54104	1,839,107	230,000	235,000	235,000	235,000	360,000	1,175,000
- Street resurfacing & rehab			1,475,716	??????	??????	??????	??????	??????	??????	
- Pavement analysis			133,391	-	-	-	-	125,000	-	
- Restriping			150,000	150,000	150,000	150,000	150,000	150,000	750,000	
- Guardrail replacements from accidents			25,000	25,000	25,000	25,000	25,000	25,000	125,000	
- Replacement cabinets from accidents			55,000	55,000	60,000	60,000	60,000	60,000	300,000	
<b>TRAFFIC OPERATIONS</b>										
<b>Intersection/Turn Lanes</b>			54409							
ADA Transition Plan & Implementation			45,000	50,000	50,000	50,000	50,000	50,000	250,000	
Traffic Signal Intersection Analysis & Modifications				10,000	50,000	10,000	50,000	10,000	170,000	
Signage (pedestrian/bicycle)				5,000	5,000	5,000	5,000	5,000	25,000	
Roundabout Safety Improvements (Town Center - 2)				100,000	500,000					
SR100										
- Belle Terre (EB 2nd Left Turn Lane)										
- Town Center (WB Right Turn Lane)										
- Seminole Woods (EB Right Turn Lane)										
Belle Terre - State Rd 100 & US1 - Wellfield Grade			370,824							
- SR100 (Belle Terre Blvd. NB Right Turn Lane)										
- SR100 (SB Left Turn Lane south of SR100)										
- US1 (NB Left Turn Lane @ Wellfield Grade)										



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DESCRIPTION / PHASE			FY 18	FY 19	FY 20	FY 21	FY 22	FY23	FY24 - 28	
<b>Traffic Signals</b>			<b>54405</b>							
Traffic Signal Optimization Implementation			250,000	100,000	100,000					
New Signal - Matanzas / Interchange (2)										
New Signal - Belle Terre / Market Ave / Eastwood			400,000							
Traffic Signal Analysis Study/Warrant/Construction (1 Signal)									450,000	
Traffic Signal Conversion - Strain Pole to Mast Arm										
Belle Terre (Cypress Point Parkway)									400,000	
Belle Terre (Palm Coast Parkway EB)									400,000	
Belle Terre (Kohl's/Publix)										400,000
Belle Terre (Palm Coast Parkway WB)									400,000	
Belle Terre (Pine Likes Parkway)										400,000
Belle Terre (Parkview)										400,000
Belle Terre (BTMS)										400,000
Palm Coast Parkway WB (Pine Cone)									200,000	
Palm Coast Parkway EB (Pine Cone)									200,000	
Palm Coast Parkway WB (Colbert)										400,000
Palm Coast Parkway EB (Colbert)										400,000
<b>Continuous Street Lighting</b>			<b>51014</b>	138,700	250,000	250,000	250,000	250,000	1,250,000	1,250,000
Master Plan Update Study			Study	14,380						
Lakeview (London to Matanzas)			Design	20,420						
Lakeview (London to Matanzas)			Construction	50,000						
Whiteview (US1 to Pritchard)			Design	Part of WSIP	Part of WSIP					
Belle Terre Parkway (Palm Coast Pkwy. to SR100)			Design	53,900						
Belle Terre (PCP-WB to PCP-EB)			Construction							
Belle Terre (PCP-EB to Cypress Point)			Construction							
Belle Terre (Cypress Point to Pine Lakes)			Construction							
Belle Terre (Pine Lakes to Parkview-S)			Construction							
Belle Terre (Parkview-S to White View)			Construction							
Belle Terre (White View to Rymfire Drive)			Construction							
Belle Terre (Rymfire to Royal Palm)			Construction							
Belle Terre (Royal Palm to East Hampton)			Construction							
Belle Terre (East Hampton to SR100)			Construction							
Ravenwood (White View to Rymfire)			Design							
Ravenwood (White View to Rymfire)			Construction							
Seminole Woods (SR 100 to US1)			Design							
Seminole Woods (SR 100 to Ulaturn)			Construction							
Seminole Woods (Ulaturn Place to Citation Parkway)			Construction							
Seminole Woods(Citation to Sesame)			Construction							
Seminole Woods (Sesame to US 1)			Construction							
<b>TOTAL EXPENDITURES</b>			<b>7,850,337</b>	<b>5,325,000</b>	<b>9,475,000</b>	<b>1,430,000</b>	<b>2,200,000</b>	<b>1,450,000</b>	<b>44,483,480</b>	



RECREATION PROJECTS <i>(Projects highlighted in blue are partially or fully funded with grants)</i>			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
	DESCRIPTION / PHASE	PROJECT NUMBER	FY 18	FY 19	FY 20	FY 21	FY 22	FY23	FY24 - 28	
PARKS & RECREATIONAL FACILITIES										
Parks										
Holland Park Improvements	Design / CEI	66006	125,000	75,000						
Phase 1 Improvements	Construction		226,310							
Phase 2 - Building Renovations, New Maintenance Facility, Handball & Pickle Ball Courts, Fitness Area, Sports Lighting, Playground & Splash Park	Construction		775,000	2,400,000						
	Contingency		75,000	250,000						
Long Creek Nature Preserve	Design / CEI	61015		200,000	100,000					
Phase 2 - Nature Center, Exhibits, Site Elements, landscaping, etc.	Construction				2,700,000					
	Contingency				250,000					
Town Center Central Park - Remaining Phases	Design / Construction					100,000	750,000	825,000	TBD	
Neighborhood Parks (5-10 acres) \$250,000/acre for development [Minimum of 1 project to occur over next 10-years]									2,750,000	
Matanzas Woods/ Indian Trails Neighborhood Park	Site Analysis Design / Construction				30,000					
Pine Lakes Neighborhood Park (10 acres)	Land Acquisition Design / Construction									
Quail Hollow Neighborhood Park (10 acres)	Design / Construction				100,000	1,000,000				
Community Centers										
Community Center Renovation/Addition	Design Construction	66005	100,000 3,550,000	275,000						



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DESCRIPTION / PHASE			FY 18	FY 19	FY 20	FY 21	FY 22	FY23	FY24 - 28	
<b>PARK REHAB and RENEWALS</b>			66008	830,000	610,000	935,000	610,000	2,035,000	1,250,000	4,315,000
Park Cameras:										
Holland Park ITSC Belle Terre, Seminole, Waterfront, Linear			200,000	100,000	200,000					
Belle Terre Park:							200,000			
Multi-Purpose Field Sod Replacement & Underdrain									40,000	
Handball Court Resurface & Wall Repainting									45,000	
Tennis Court Resurfacing & Improvements									50,000	
Gazebo Restoration										
Holland Park:										
Multi-Purpose & Baseball Field Sod Replacement							160,000			
Linear Park:										
Bocce Ball Court Rehabilitation				30,000						
Shuffleboard Court Resurfacing					20,000					
Playground Rehabilitation						300,000				
Multi-Purpose Room Renovation									100,000	
Restroom Building Renovation & Reroof									100,000	
Pavilion Renovations (3)									100,000	
Ralph Carter Park:										
Add Pickle Ball Courts			200,000							
Basketball Court Resurfacing					30,000					
Multi-Purpose Field Sod Replacement & Underdrain						160,000				
Pavilion Renovations (1)									25,000	
Skate Park Rehabilitation									150,000	
Seminole Woods Park:										
Basketball Court Resurfacing					30,000					
Tennis Court Resurfacing & Improvements					45,000					
Waterfront Park:										
Fishing Pier Deck Board Replacement							75,000			



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DESCRIPTION / PHASE			FY 18	FY 19	FY 20	FY 21	FY 22	FY23	FY24 - 28	
<b>PARK REHAB and RENEWALS (continued)</b>			66008							
Frieda Zamba Pool Complex:										
Pump Room/Storage Building Improvements			25,000							
Locker/Shower/Restroom Building Replacement							100,000	1,100,000		
Pool Deck Repair & Replacement							200,000			
Pool Heater Replacement									50,000	
Pool Backwash System									150,000	
Pavilion Fabric Shade Covering Replacement									50,000	
Office & Classroom Building Renovations									900,000	
Indian Trails Sports Complex:										
Field 1&2 Sod Replacement & Underdrain			160,000							
Baseball & Softball Fields Sod Replacement					160,000					
Baseball Concession Building Electrical Improvements				50,000						
Add Shade Sails @ Baseball & Field Bleachers					300,000					
Field Lighting Conversion to LED (Baseball & 1-4)							1,150,000			
Concession/Pavilion 1&2 Renovation & Reroof									250,000	
Playground Rehabilitation & Add Shade Covering									275,000	
Field 5-7 Sod Replacement & Underdrain									200,000	
Tennis Center Complex:										
Court Rehabilitation (4-10)				100,000						
Add Shade Cover for Court #10 Walkway				20,000						
Tennis Shed Repairs				10,000						
Fencing Replacement				50,000					50,000	
Lighting Conversion to LED									500,000	
Palm Harbor Golf Club:										
Wash Down System			95,000							
Clubhouse Improvements				100,000						
Greens Reconstruction									500,000	
Lightning Detection System									30,000	
Other Projects to be Determined			75,000	75,000	75,000	75,000	75,000	75,000	375,000	
Contingency / Safety Improvements			75,000	75,000	75,000	75,000	75,000	75,000	375,000	



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	DESCRIPTION / PHASE	PROJECT NUMBER	FY 18	FY 19	FY 20	FY 21	FY 22	FY23	FY24 - 28	
TRAILS & TRAIL AMENITIES										
Lehigh/Belle Terre Trailhead (FPL Easement)	Master Plan Design Construction	66009	75,000	150,000		1,000,000				
FDOT Grant (Design - Trail Elements only)		\$ 91,000								
Northeast Corridor Trailhead & Trails	Design & Construction				350,000	500,000	500,000			
Service Road Trail (Water Tower-Palm Coast Pkwy) to Royal Palms	Design & Construction								TBD	
Graham Swamp Trail Phase 2	Design Construction	61014					350,000		2,500,000	
Trailhead & Trail Signs	Material			50,000		50,000		50,000		
PATH REHAB and RENEWAL										
Resurface Asphalt Trails			200,000	200,000	150,000		150,000		400,000	
Forest Branch Trail Lighting			100,000							
Linear: Renew Shell Trails						100,000				
Graham Swamp: Renew Shell Trails								150,000		
Graham Swamp: Boardwalk Repair & Replacement								275,000		
Other Projects to be determined									750,000	
TOTAL EXPENDITURES			6,431,310	4,485,000	4,710,000	2,535,000	4,010,000	3,050,000	12,240,000	



RECREATION PROJECTS <i>(Projects highlighted in blue are partially or fully funded with grants)</i>			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
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UNFUNDED PROJECTS										
Multigenerational Facility	Design & Construction			2,000,000	15,000,000	15,000,000				
Community Parks (20-50 acres) \$375,000/acre for development										
Palm Coast Park DRI	Design & Construction									5,000,000
Indian Trails Park (Adjacent to FS#23)	Design & Construction									3,000,000
Southern/Western Portion of City	Design & Construction (Land?)									
Community Centers										
Central Community Center (30,000 sf)	Design & Construction									8,000,000
Satellite Community Center (15,000 sf)	Design & Construction									4,250,000
Special Use Facilities										
Sports Complex (Develop @ \$375,000/acre)	Design & Construction									22,500,000
Aquatic Center	Design & Construction									11,325,000
Frieda Zamba Pool Renovation	Construction									1,500,000
Cultural Arts Center	Design & Construction									13,040,000
City Marina	Acquisition / Design / Construction									
Tennis Center Court Expansion & Clubhouse	Design & Construction									



PUBLIC SAFETY PROJECTS			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
			FY 18	FY 19	FY20	FY21	FY 22	FY23	FY24 - 28	
Fire Station #22 - Replacement	Design / CEI Construction	49010						250,000	75,000 3,000,000	
Fire Station #26 Seminole Woods	Design / CEI Construction	49008								375,000 3,500,000
TOTAL EXPENDITURES			0	0	0	0	0	250,000	3,075,000	3,875,000



GENERAL GOVERNMENT PROJECTS			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
	DESCRIPTION / PHASE	PROJECT NUMBER	FY 18	FY 19	FY 20	FY 21	FY 22	FY23	FY24 - 28	
City Hall - Interior Modifications			2,000	225,000						
City Hall - Expansion									TBD	
City Hall / Community Wing Generator			15,000	450,000						
ADA Transition Plan (existing facility compliance			75,000	75,000	150,000	25,000	50,000	50,000		
Energy Improvements			50,000	50,000						
Wetland Mitigation Land	Design & Permit		20,000							
	Construction		30,000	50,000	350,000	350,000				
City Council Reserves										
Alternative Fuel Depot										
Land Acquisition (Open Space Preservation, Habitat Protection & Other)										
TOTAL EXPENDITURES			192,000	850,000	500,000	375,000	50,000	50,000	TBD	
Unfunded										
Public Works Facility	Design & Construction			2,000,000	10,000,000	10,000,000				



STORMWATER PROJECTS <i>(Projects highlighted in blue are partially or fully funded with grants)</i>			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
DESCRIPTION / PHASE			FY 18	FY 19	FY20	FY 21	FY 22	FY23	FY24 - 28	
Water Control Structures			990,000	0	400,000	0	350,000	0	1,600,000	1,000,000
19 of 32 ( 59% ) Complete as of FY16										
W- 1 (west side of Belle Terre across street from BTMS) (to be done with major crossing W-1)	Construction		290,000							
	Contingency									
L1	Construction		350,000							
	Contingency									
K-1	Construction		350,000							
	Contingency									
P-1 (west side of Belle Terre south of Pine Grove) (to be done with major crossing P-1)	Construction				360,000					
	Contingency				40,000					
K-6 (to be done with major crossing K-6)	Construction						320,000			
	Contingency						30,000			
B-1, B-2	Construction								265,000	
B-3	Construction								135,000	
M-2	Construction								100,000	
63-I & Little Canal Spillout	Construction								200,000	
15-F	Construction								450,000	
Florida Park North	Construction								450,000	
LS-1	Construction									300,000
US-1 (FDOT)	Construction									400,000
ITT Weir (County)	Construction									300,000
Program complete FY 2030										



STORMWATER PROJECTS <i>(Projects highlighted in blue are partially or fully funded with grants)</i>			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
DESCRIPTION / PHASE			FY 18	FY 19	FY20	FY 21	FY 22	FY23	FY24 - 28	
PROJECT NUMBER										
Major Crossings (over 48")			0	800,000	205,000	400,000	310,000	400,000	2,000,000	22,500,000
15 of 74 ( 20% ) Complete as of FY16										
W-1 (Belle Terre @ BTMS) (to be done with water control structure W-1)	Construction			725,000						
	Contingency			75,000						
L-2_Bridge 735504 (Sesame @ Citation)	Construction		Part of Citation Project	Part of Citation Project	Part of Citation Project					
R-1_Bridge 734076 (Belle Terre @ Royal Palms)	Construction		Part of Belle Terre Project	Part of Belle Terre Project	Part of Belle Terre Project					
P-1 (Belle Terre @ Pine Grove Waterway) (to be done with water control structure P-1)	Construction				180,000	360,000				
	Contingency				25,000	40,000				
K-6 (to be done with water control structure K-6)	Construction						280,000			
	Contingency						30,000			
Walker Waterway	Construction							400,000		
M-2 (OKR @ Big Mulberry Creek)	Construction								Part of OKR Widening	
Projects to be determined	Construction								2,000,000	
Future	Construction									22,500,000
50 of 74 Remaining as of 2027										



STORMWATER PROJECTS <i>(Projects highlighted in blue are partially or fully funded with grants)</i>			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
			FY 18	FY 19	FY20	FY 21	FY 22	FY23	FY24 - 28	
DESCRIPTION / PHASE			PROJECT NUMBER							
Public Works - Stormwater Capital			1,675,000	1,625,000	1,650,000	1,675,000	1,675,000	1,675,000	8,375,000	18,075,000
Stormwater Rehab & Renewal										
Pipe Crew										
Pipe Crossings <i>(1,806 locations) (224 complete)</i>	40 - 45 per year	55003	450,000	450,000	450,000	450,000	450,000	450,000	2,250,000	16,500,000
Pipe Lining	12 per year	55003	100,000	100,000	100,000	100,000	100,000	100,000	500,000	TBD
Valley Gutters <i>(376 Locations) (81 complete)</i>		55205	75,000	75,000	75,000	75,000	75,000	75,000	375,000	1,575,000
System Rehab & Renewal (Materials)		55105								
Sod			450,000	400,000	400,000	400,000	400,000	400,000	2,000,000	ongoing
Driveway Replacements	30 per year		100,000	100,000	100,000	100,000	100,000	100,000	500,000	ongoing
Stormwater Improvements										
Hydraulic Modeling, Design & Permitting	Design/Permit		150,000	150,000	150,000	150,000	150,000	150,000	750,000	ongoing
Modeling Improvements Sec 30	Construction		100,000							
Modeling Improvements Sec 34	Construction		250,000	120,000						
Modeling Improvements Basin 'X'	Construction			230,000	170,000					
Modeling Improvements Basin 'X'	Construction				205,000	400,000				
Modeling Improvements Basin 'X'	Construction						400,000	400,000	2,000,000	TBD
Ongoing Maintenance										



STORMWATER PROJECTS <i>(Projects highlighted in blue are partially or fully funded with grants)</i>			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
DESCRIPTION / PHASE PROJECT NUMBER			FY 18	FY 19	FY20	FY 21	FY 22	FY23	FY24 - 28	
Other Capital Projects			65,000	20,000	20,000	20,000	20,000	20,000	100,000	
Stormwater Capital Projects										
Structure Repairs	Construction		20,000	20,000	20,000	20,000	20,000	20,000	100,000	
Concrete Lined Ditch	Design									50,000
	Construction									250,000
Electronic Monitoring System			45,000							
LIDAR Update									150,000	
Projects not listed under other catagories										
Land			20,000	20,000	0	0	0	0	0	
Stormwater access/ projects										
Land acquisition			20,000	20,000	0	0	0	0	0	



STORMWATER PROJECTS <i>(Projects highlighted in blue are partially or fully funded with grants)</i>			To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
DESCRIPTION / PHASE			FY 18	FY 19	FY20	FY 21	FY 22	FY23	FY24 - 28	
Pipes Thru Seawalls			15,000	15,000	15,000	15,000	15,000	15,000	100,000	1,500,000
41 of 150 Complete ( 27% ) as of FY 16										
Pipes Thru Seawalls	4 locations per year	55230	15,000	15,000	15,000	15,000	15,000	15,000	100,000	1,500,000
65 of 150 Remaining as of 2027 - Program Complete FY 44										
Canal End Seawalls			35,000	35,000	35,000	35,000	35,000	35,000	225,000	
11 of 23 ( 48% ) Complete as of FY 16										
Fleming Ct @ Florance Ct		55230		35,000						
Fanwood Ct		55230			35,000					
Chadwick Ct @ Chillham Ct		55230				35,000				
Location to be identified		55230					35,000			
Location to be identified		55230						35,000		
Future Construction		55230							225,000	
Program Complete FY 28										
Freshwater Canal Dredging			0	0	0	150,000	0	0	200,000	
58 Miles of Freshwater Canals										
Freshwater Canal Dredging	Design/ Permitting					5,000			5,000	
	Construction					130,000			180,000	
	Contingency					15,000			15,000	
Ongoing Maintenance										
TOTAL EXPENDITURES			2,800,000	2,515,000	2,325,000	2,295,000	2,405,000	2,145,000	12,600,000	
UNFUNDED PROJECTS										
Saltwater Canals			TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
- Seawall Repair & Replacement										
- Dredging										
- Pipes Thru Seawalls (accelerate program)										
- Canal End Seawalls (accelerate program)										



WATER AND WASTEWATER UTILITY DESCRIPTION		To Expend FY 18	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
			FY 19	FY 20	FY 21	FY 22	FY23		
<b>Water System:</b>									
Water Treatment Plant #3									
81010 Membrane Replacement								350,000	
81010 Plant Expansion Design/Construction							4,500,000		
81010 Concentrate Pump		120,000							
81010 TTHM Reduction System			250,000						
81010 Concentrate Anti-Scaling Investigation			25,000						
81010 Brackish Concentrate Pipe								500,000	
81010 Brackish Treatment Improvements								6,000,000	
<b>Total Water Treatment Plant #3</b>		<b>120,000</b>	<b>275,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,500,000</b>	<b>6,850,000</b>	
Wellfield and Wells									
81019 Wellfield Expansion WTP #3 Phase 3 - Brackish/Fresh							2,000,000	3,000,000	
81019 Wellfield Expansion WTP #2 - 3 additional wells		1,000,000	2,000,000						
81019 Well SW-43 Replacement - WTP #1		480,000	200,000						
81019 ASR Investigation						100,000			
81019 Well Construction Replacements		300,000	500,000	500,000	500,000	600,000	600,000	3,200,000	
81019 North and South Wellfield Property Acquisition							2,000,000		
<b>Total Wellfield and Wells</b>		<b>1,780,000</b>	<b>2,700,000</b>	<b>500,000</b>	<b>500,000</b>	<b>700,000</b>	<b>4,600,000</b>	<b>6,200,000</b>	
Water Mains									
81020 Citation/Old Kings Road/SR100 Water Main Loop			1,500,000						
81020 Old Kings Road Water Main Extension to Eagle Lakes			150,000						
81020 Old Kings Road Water Mains ( Phase 2)								1,000,000	
81020 Matanzas Woods Pkwy Relocate								1,000,000	
81020 North Old Kings Road Water Main Relocation					100,000		1,000,000	1,000,000	
81020 North Old Kings Road Extension Water Main			500,000						
81020 Northern Intracoastal Crossing Upsize								1,000,000	
81020 Seminole Woods Transmission Main Connection				500,000					
84005 Cypress Edge Loop				150,000					
<b>Total Water Mains</b>		<b>0</b>	<b>2,150,000</b>	<b>650,000</b>	<b>100,000</b>	<b>0</b>	<b>1,000,000</b>	<b>4,000,000</b>	



WATER AND WASTEWATER UTILITY DESCRIPTION	To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year	Future CIP
	FY 18	FY 19	FY 20	FY 21	FY 22	FY23	CIP	
Water Treatment Plant #1								
84002 WTP No. 1 Misc. Improvements(Electrical Improvements)	115,000	125,000	100,000	25,000	25,000		200,000	
84002 Lime Sludge Handling - Design and Facility		25,000	200,000	800,000	1,000,000			
84002 Re-roof		175,000	175,000	50,000				
84002 Fuel Storage Tank						300,000		
84002 Slaker #1 Replacement			180,000					
84002 Slaker #3 Replacement							250,000	
84002 Slaker #2 Replacement	153,000							
? Ozone Treatment-Color, Taste & Odor		500,000	500,000					
? TTHM Reduction System		250,000						
Total Water Treatment Plant #1	268,000	1,075,000	1,155,000	875,000	1,025,000	300,000	450,000	
Water Treatment Plant #2								
84003 Membrane Replacement - NF				600,000				
84003 Membrane Replacement - UF		600,000					600,000	
84003 UF Skids- Valve Replacement			250,000					
84003 Reroof	255,000							
84003 Fuel Storage Tank					300,000			
84003 Ozone Treatment-Color, Taste & Odor	50,000	500,000	500,000					
84003 Concentrate Anti-Scaling Investigation		25,000						
84003 Filtrate Ammonia Reduction			500,000					
Total Water Treatment Plant #2	305,000	1,125,000	1,250,000	600,000	300,000	0	600,000	
General Plant R&R								
84004 Construction	395,000	600,000	650,000	650,000	700,000		750,000	
Total General Plant R&R	395,000	600,000	650,000	650,000	700,000	0	750,000	
Distribution System Improvements								
84005 Canal Crossing Replacements				150,000	300,000			
84005 Large Backflow Preventer Replacements		75,000	75,000	75,000	75,000	75,000	375,000	
84005 Fixed Base Meter Reading	400,000	150,000	200,000	200,000	200,000	200,000	400,000	
84005 Radio Read Metering	580,000	500,000	500,000	500,000	500,000	500,000	1,500,000	
84005 Residential and Sm Commercial Meters changeouts		100,000	100,000	100,000	100,000	100,000	500,000	
84005 Construction		100,000	100,000	100,000	100,000	100,000	500,000	
Total Distribution System Improvements	980,000	925,000	975,000	1,125,000	1,275,000	975,000	3,275,000	
Total Water System Improvements	3,848,000	8,850,000	5,180,000	3,850,000	4,000,000	11,375,000	22,125,000	



WATER AND WASTEWATER UTILITY DESCRIPTION		To Expend FY 18	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year CIP	Future CIP
		FY 19	FY 20	FY 21	FY 22	FY23			
<b>Wastewater System:</b>									
Pretreatment Effluent Pumping System									
82001 System Upgrades		302,045	300,000	300,000	300,000	300,000			
82001 PEP Tanks		900,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000	
Total Pretreatment Effluent Pumping System		1,202,045	1,800,000	1,800,000	1,800,000	1,800,000	1,500,000	7,500,000	
Wastewater Treatment Plant #1									
82002 Headworks Coating Rehab			300,000						
82002 Clarifiers #7 & #8 Rehab		950,000							
82002 Centrifuge Replacement & Belt Press				2,000,000					
82002 Biosolids Treatment/Disposal Improvements		20,000		500,000	2,000,000			2,500,000	
82002 New Administration Building			150,000						
82002 New Genset and Above Ground Fuel Storage Tank					500,000	400,000			
82002 Property Acquisition - Mosquito Control Property									
82002 Expand Odor Control System		200,000							
82002 Diffused air			250,000		2,000,000				
82002 SCADA Conversion (R&R)									
Total Wastewater Treatment Plant #1		1,170,000	700,000	2,500,000	4,500,000	400,000	0	2,500,000	
Force Mains									
82003 Old Kings Road (Phase 3) Spray Field to WWTP#1								1,150,000	
82003 Pine Lakes to WWTP #2		300,000	1,000,000	1,000,000					
82003 Whiteview PS24-2 to OKR		100,000	800,000						
82003 Matanzas Relocate								500,000	
82003 Ravenwood to WWTP #2 on US1								3,050,000	
82003 WTP #2 Concentrate Line Conversion		300,000							
82003 Force Main from Pump Station 4-2 or PS E						100,000	450,000		
82003 Force Main from Pump Station CL-1 to WWTP#1			300,000	700,000					
Total Force Mains		700,000	2,100,000	1,700,000	0	100,000	450,000	4,700,000	
Reclaimed Water Mains									
82004 Old Kings Road Phase 2								350,000	
82004 16" Discharge with study		50,000	250,000	1,200,000	500,000				
82004 RCW Main Extension to the Sports Complex			1,000,000						
82004 Cigar Lake Water Quality Improvements		100,000						1,400,000	
Total Reclaimed Water Mains		150,000	1,250,000	1,200,000	500,000	0	0	1,750,000	



WATER AND WASTEWATER UTILITY DESCRIPTION	To Expend	Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year	Future CIP
	FY 18	FY 19	FY 20	FY 21	FY 22	FY23	CIP	
Wastewater Treatment Plant #2 82007 Engineering Design & Construction 88015 Reclaimed Water Discharge to Wetlands Design/Const. 82007 Asset Management Plan 82007 WWTP#2 Wetland Discharge Automated Controls 82007 Plant Expansion Planning and Engineering 82007 Plant Expansion Engineering Construction 82007 Aquifer Recharge Investigation 82007 Aquifer Recharge Land 82007 Aquifer Recharge Design and Construction	5,000,000 500,000 100,000		350,000 750,000	350,000 2,000,000 200,000	10,000,000 1,000,000	3,000,000 500,000	400,000	
Total Wastewater Treatment Plant #2	5,600,000	250,000	1,100,000	2,550,000	11,000,000	3,500,000	400,000	
Beachside Sewer System 82009 Design and Construction/phase 2					1,500,000	1,500,000		
Total Beachside Sewer System	0	0	0	0	1,500,000	1,500,000	0	
Wastewater Treatment Plant #3 82010 Land						200,000		
Total Wastewater Treatment Plant #3	0	0	0	0	0	200,000	0	
Lift Stations and Pump Stations 85003 Pump Station Upgrades 85003 Pump Station On-Line Generator 85003 Pump Station Odor Control Systems 88014 Belle Terre/Matanzas Woods MPS 85003 Pump Station 34-1 Upgrade 85003 Commerce Blvd Pump Station 85003 Hargrove Pump Station 85003 Woodhaven Pump Station 27-1 85003 Pump Station 4-2 85003 Pump Station D 85003 Pump Station CL-1 85003 Pump Station 24-2 85003 Pump Station 22-3 & 22-4 85004 Pump Stations Section 25 (Persimmon) 85004 Eductor Stations Improvements 85003 US1 Master Pump Station 85003 SCADA Conversion	100,000 50,000 180,000 432,424	150,000 250,000 80,000	150,000 250,000 100,000 350,000 50,000 50,000 200,000	150,000 250,000 100,000	150,000 250,000 100,000	150,000 250,000 100,000 200,000	750,000 1,250,000 500,000	
Total Lift Stations and Pump Stations	1,212,424	1,230,000	1,550,000	4,075,000	500,000	800,000	2,500,000	



WATER AND WASTEWATER UTILITY		Proposed Budget & 5-Year Capital Improvement Plan (CIP)					6-10 Year	Future CIP
DESCRIPTION		To Expend FY 18	FY 19	FY 20	FY 21	FY 22	FY23	CIP
General Plant R&R - Wastewater Gravity System								
85005 Gravity Pipeline Lining		250,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
85005 Construction			600,000	750,000	750,000	750,000	750,000	3,750,000
85006 RIB Site Fencing			200,000					
85005 PEP Replacement Pumps & Panels		217,540						
85005 Replace submersible pumps		60,000	100,000	100,000	100,000	100,000	100,000	500,000
Total General Plant R&R - Wastewater		527,540	1,900,000	1,850,000	1,850,000	1,850,000	1,850,000	9,250,000
Total Wastewater System Improvements		10,562,009	9,230,000	11,700,000	15,275,000	17,150,000	9,800,000	28,600,000
Miscellaneous Utility Services								
Miscellaneous Utility Services(54029000-034000)								
89002 CUP Modification Application					100,000		100,000	200,000
89002 CUP Compliance Report					50,000			
89002 Consultant Input on CIP Development			15,000	15,000	15,000	15,000	15,000	75,000
89002 Water Supply Facilities Work Plan		15,530		30,000				60,000
89002 Rate Study/Bond Issue/SRF Capital Financing Plan								60,000
89002 LiDAR Project (cost share)							25,000	25,000
89002 Surface / Groundwater Interface Model								
89002 Utility Admin R+R			30,000	30,000	30,000	30,000	30,000	150,000
89002 Technology Upgrades								
89002 Inventory Storage			250,000					
89002 Utility Compound Upgrade							200,000	2,000,000
89002 Replace Building Roofs			150,000	150,000	150,000	30,000	30,000	200,000
Total Miscellaneous Utility Services		15,530	445,000	225,000	345,000	75,000	400,000	2,770,000
TOTAL EXPENDITURES		14,425,539	18,525,000	17,105,000	19,470,000	21,225,000	21,575,000	53,495,000





# KICK STARTING TOWN CENTER'S INNOVATION DISTRICT

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# Overview

- Background
- Innovation District Defined
- Efforts Underway
  - ❑ Opportunity Zone
  - ❑ Grant Assistance for Innovation District Initiatives
  - ❑ Innovation Kick Start Program
- Next Steps



# Background

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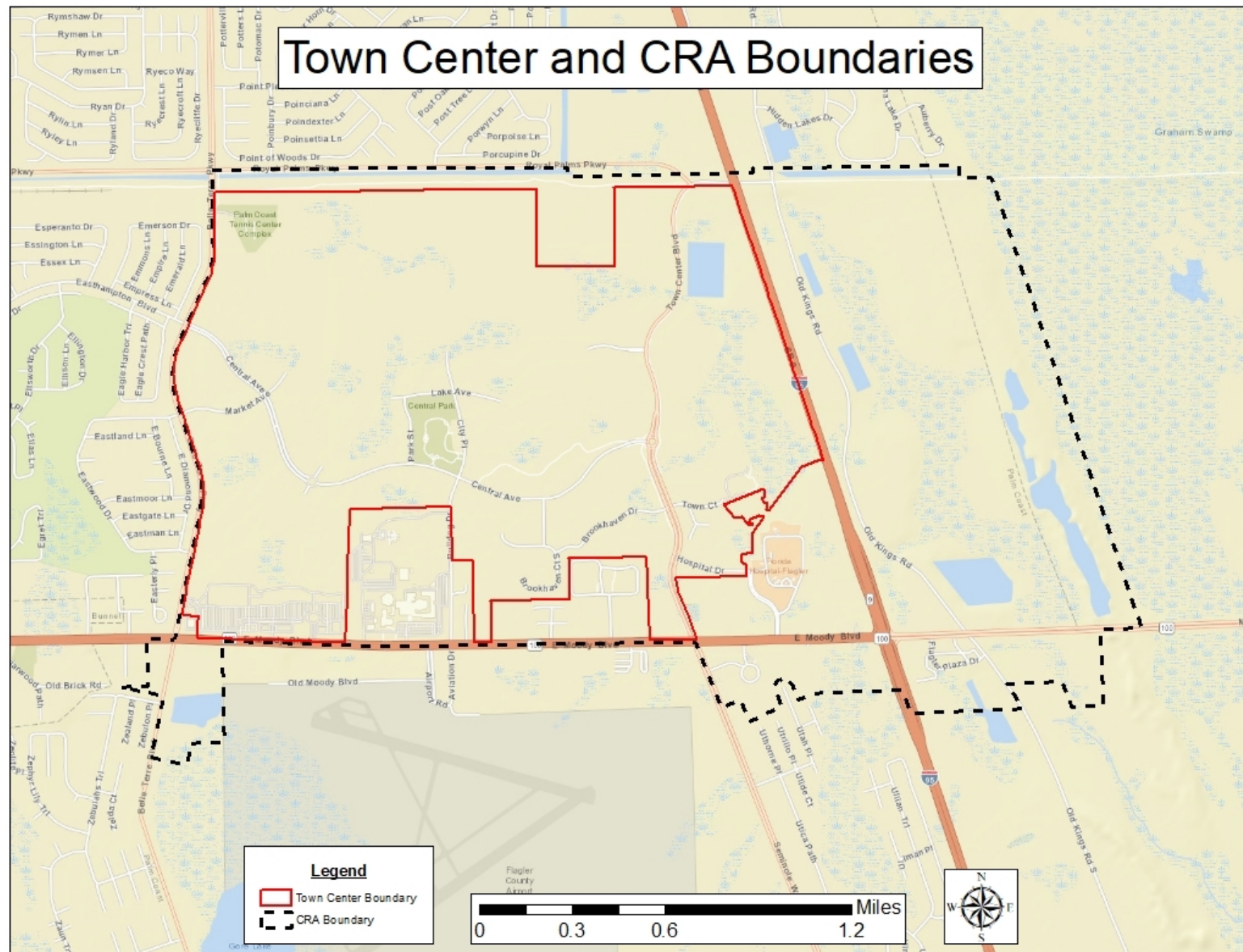


# Background

- CRA Established in 2004, Ends in 2034
- CRA is an effective tool to redevelop and transform targeted areas
  - Developer installed master infrastructure in Town Center portion
  - City Improvements as well (Bulldog, Central Park, Community Wing)
- More investment = more economic growth = more CRA revenue = more funding for infrastructure improvements

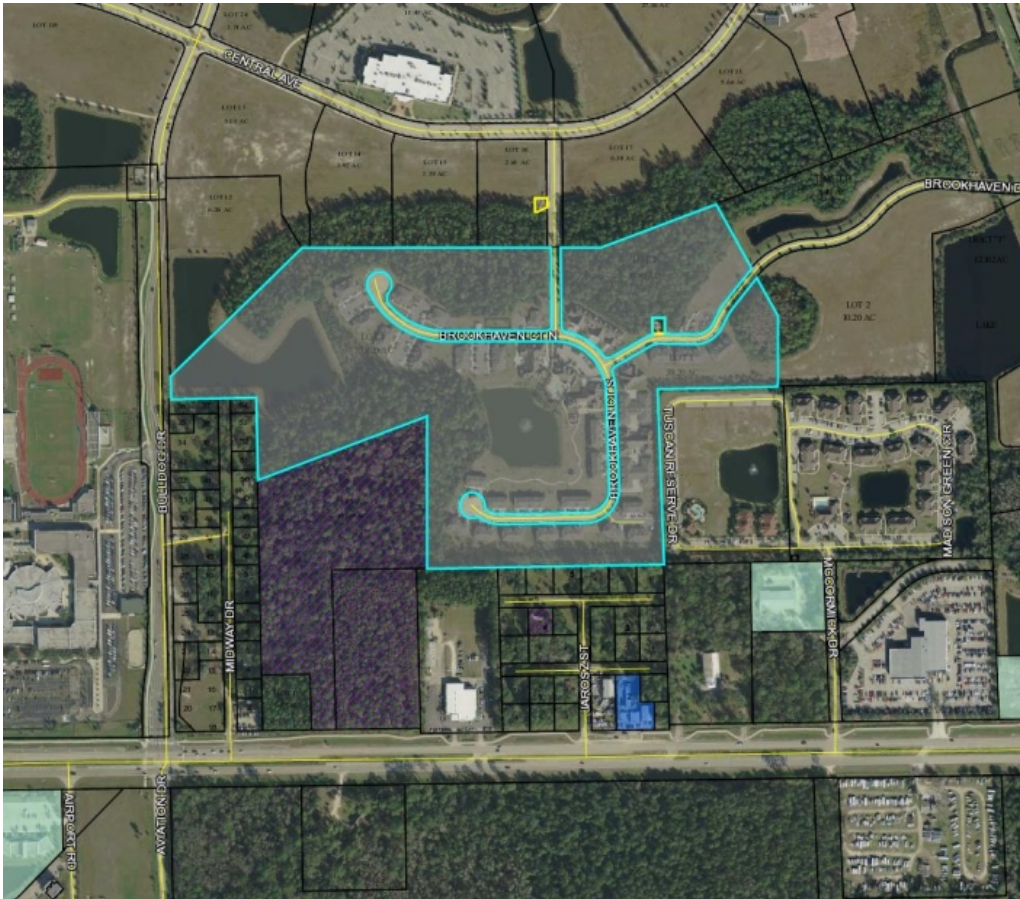


# Town Center and CRA Boundaries





# Example of Residential



## Brookhaven Development Comparison

2017 Taxable Added Value: \$10 million

CRA Increased Revenue Per Year = \$1,025/unit

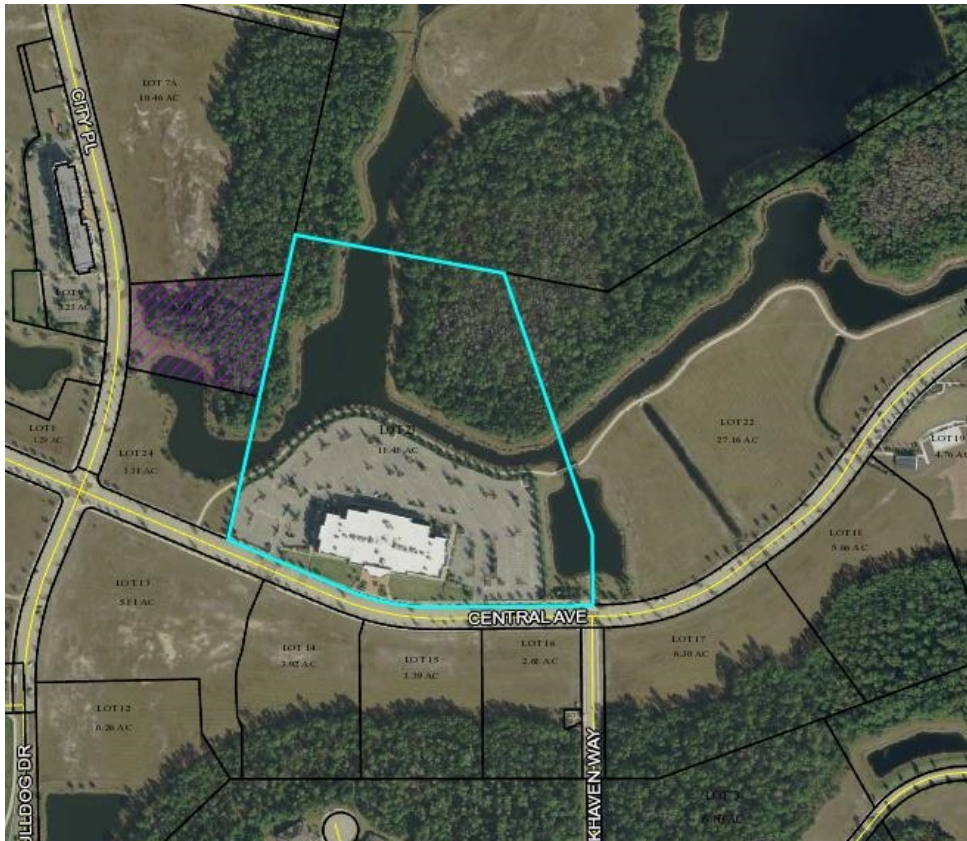
*Estimated*

Total added revenue through 2034 of

**\$1.8 million or \$15,375/unit**



# Example of Non-Residential



## Epic Movie Theatre Comparison

2017 Taxable Added Value: \$6 million

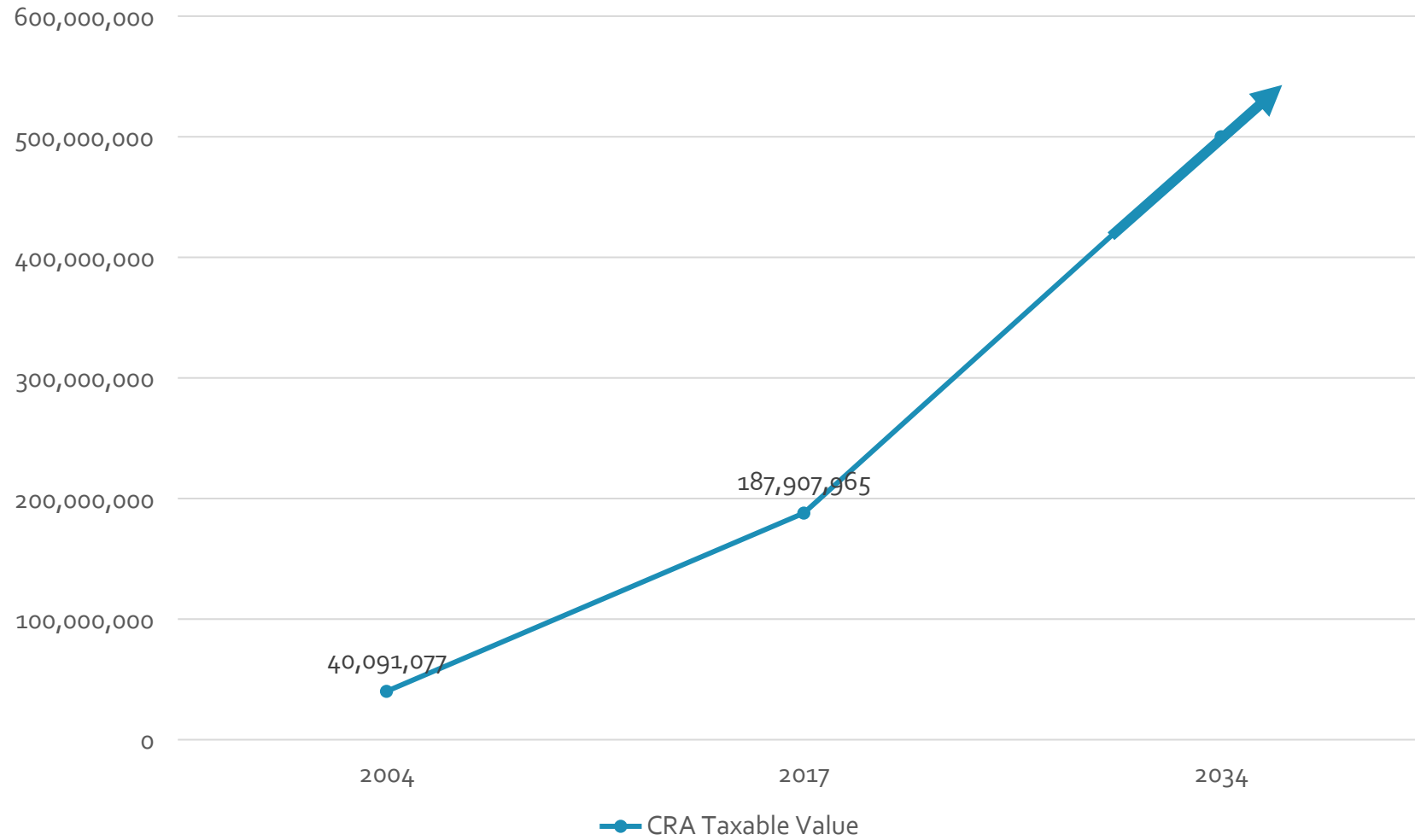
CRA Increased Revenue Per Year = \$1,500 per  
*Estimated*  
1,000 s.f

Total added revenue through 2034 of

**\$1 million or \$22,500 per  
1,000 s.f**



# CRA Taxable Value





# How do we kick start the Innovation District?

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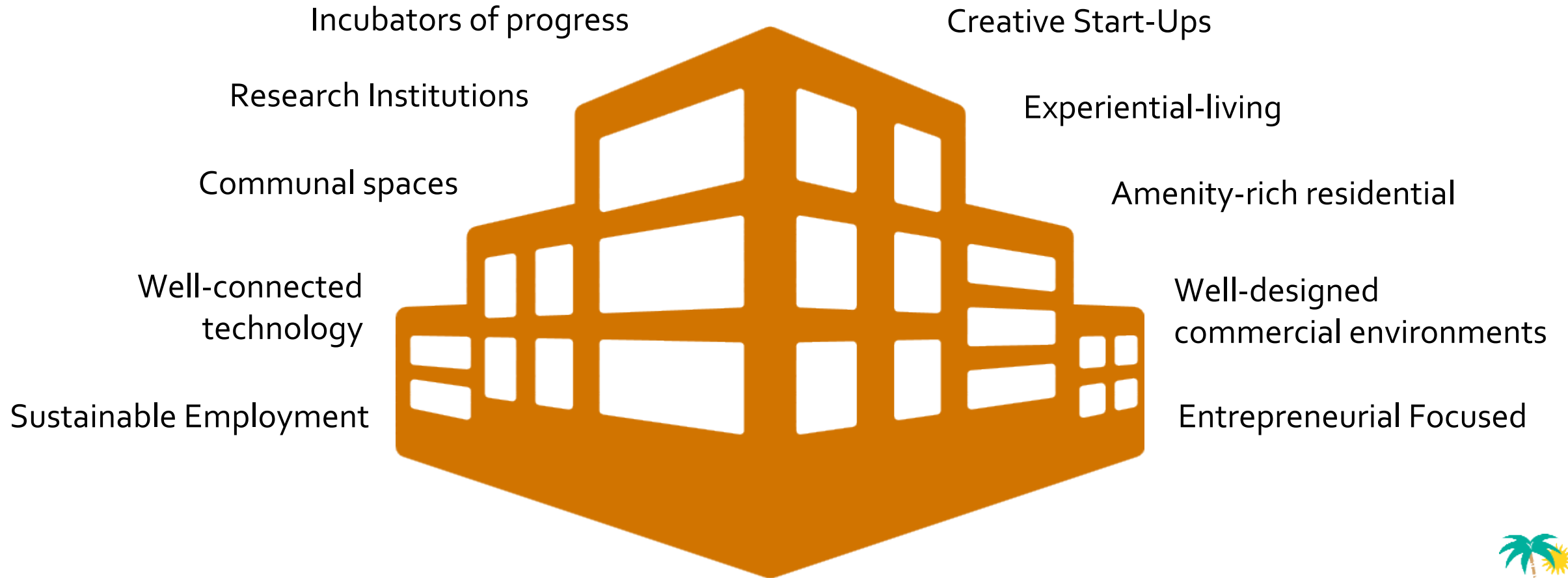
# Innovation District Defined

Innovation districts facilitate the **creation** and commercialization of **new ideas** and **support economies** by **growing jobs** in ways that **leverage** their **distinct economic attributes**. These districts build on and revalue the intrinsic qualities of cities: **proximity, density, authenticity, and vibrant places.**





# Innovation District Defined





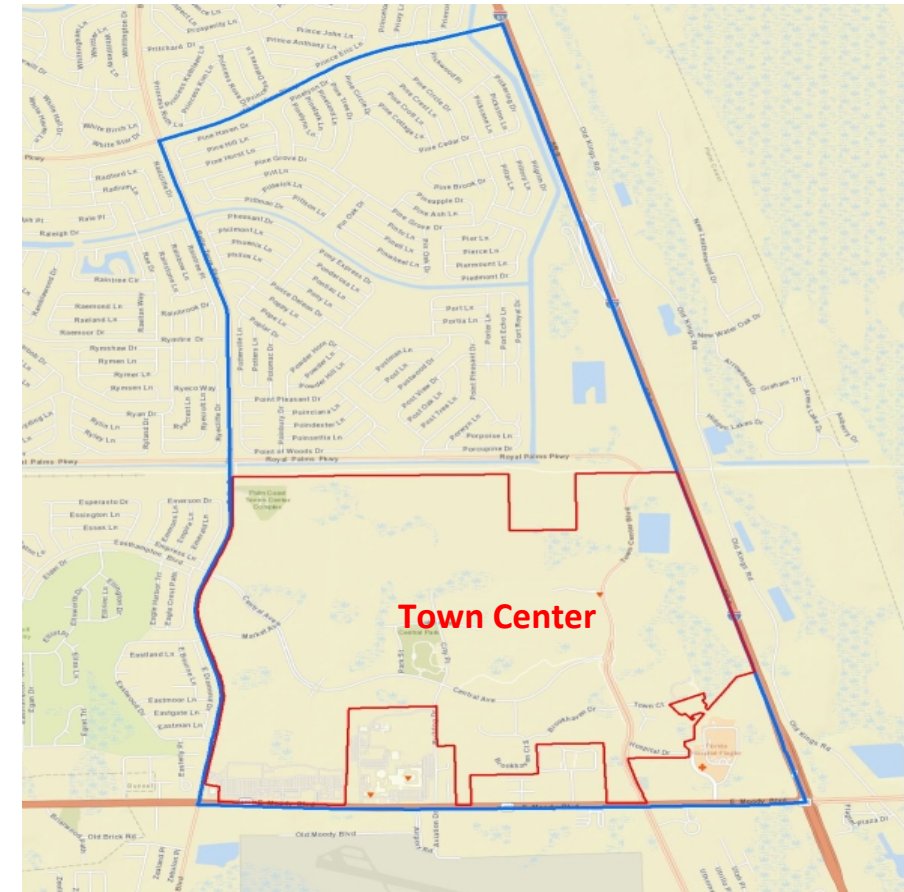
# Efforts Underway

- ☒ Opportunity Zone Designation
- ☒ Innovation District Technical Assistance
- ☐ Innovation Kick Start Program Concept



# Opportunity Zone Designation

- Included in the Tax Cuts and Jobs Act and passed in December 2017 - Proposals were due March 21
- Designed to address economic disparities by allowing states to designate “opportunity zones”
- Incentivizes investors who will develop real estate or fund businesses in these zones to be eligible for tax breaks
- Overall goal is to revitalize communities





# DEO Technical Assistance Grant

- Grants provide communities the opportunity to develop innovative planning and development strategies to promote a diverse economy, vibrant rural and suburban areas.
- Grant request due May 7
- Grant Period: July 1, 2018-June 30, 2019
- Requesting a consultant to develop, assess, and recommend innovation district initiatives

**At May 1<sup>st</sup> Meeting, Seeking City Council Resolution of Support**



# Innovation Kick Start Program Concept

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# Innovation Kick Start Program

- **Kick Start:** Must be under construction by December 31, 2020



# Innovation Kick Start Program

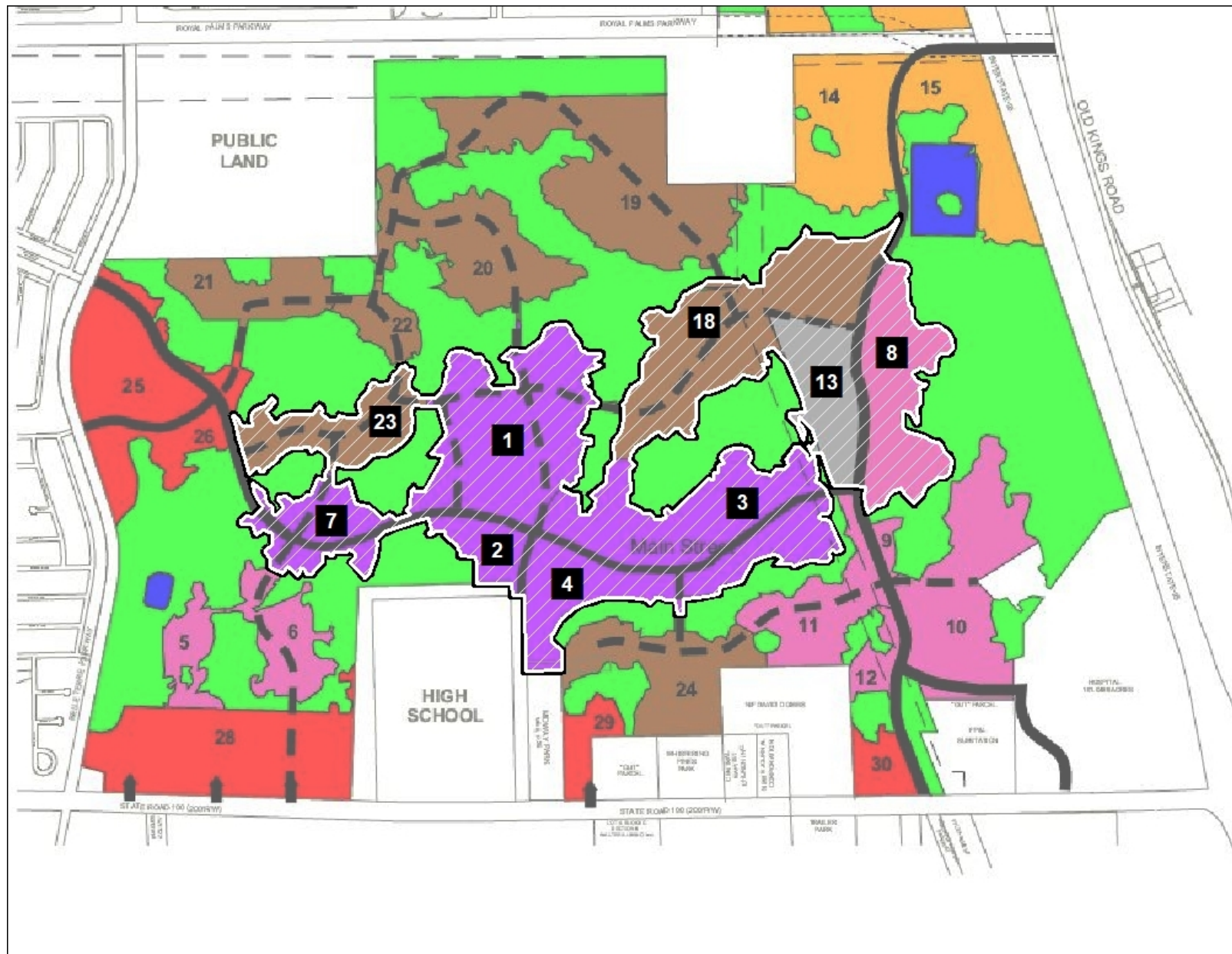
- **Kick Start:** Must be under construction by December 31, 2020
- **Unique:** Must be consistent with CRA Plan, Town Center Plan, City standards, and overall vision for Innovation District.
  - Must be located in target areas
  - Limited to first 500,000 square feet of non-residential and 500 residential units
  - Residential units must be multi-family, townhome, condo, or single-family with smaller lots (50 feet or less)



# Innovation Kick Start Program

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- **Unique:** Must be consistent with CRA Plan, Town Center Plan, City standards, and overall vision for Innovation District.
  - Must be located in target areas
  - Limited to first 500,000 square feet of non-residential and 500 residential units
  - Residential units must be multi-family, townhome, condo, or single-family with smaller lots (50 feet or less)
- **Creative:** This program would reduce development costs in the core area of the CRA/Town Center to help attract new development.
  - Reduced development costs would be paid through increased CRA Revenues
  - Master developer to contribute impact fees credits (@ \$250k)







# Innovation Kick Start Program

- Eligible development will be provided credit of \$5,000 per unit or per 1,000 s.f. (non-residential)
  - Used towards payment of City impact fees
  - Master developer will provide remaining transportation impact fee credits





# Innovation Kick Start Program Example

Based on Brookhaven (per unit)

Increased CRA Revenue = \$15,000



Impact Fee Assistance of \$5,000





# Next Steps...

- Review and Revise Existing (if necessary)
  - CRA Plan
  - Impact Fee Ordinance
- Draft Kick Start Program Guidelines