



City of Palm Coast

Agenda

CITY COUNCIL BUSINESS

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

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

Tuesday, May 1, 2018

6:00 PM

CITY HALL

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.
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- > 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

Public Participation shall be held in accordance with Section 286.0114 Florida Statutes. After the Mayor calls for public participation each member of the audience interested in speaking on any topic or proposition not on the agenda or which was discussed or agendaed at the previous City Council Workshop, shall come to the podium and state their name. Each speaker will have up to three (3) minutes each to speak. The Mayor will advise when the three (3) minutes are up and the speaker will be asked to take a seat and wait until all public comments are finished to hear answers to all questions. Once all members of the audience have spoken, the Mayor will close public participation and no other questions/comments shall be heard. Council and staff will then respond to questions posed by members of the audience. Should you wish to provide Council with any material, all items shall be given to the City Clerk and made part of the record. If anyone is interested in discussing an issue

further or ask additional questions, individual Council Members and staff will be available after the meeting to discuss the matter and answer questions.

MINUTES

- 1 CITY COUNCIL MINUTES:
APRIL 17, 2018 BUSINESS MEETING
APRIL 24, 2018 WORKSHOP**

PROCLAMATIONS AND PRESENTATIONS

- 2 PRESENTATION OF THE MAYOR'S 30/30 CHALLENGE AWARD**
- 3 PROCLAMATION MOTORCYCLE AWARENESS MONTH**
- 4 PROCLAMATION – MAY 6, 2018 THROUGH MAY 12, 2018 AS “NURSES WEEK”**
- 5 PROCLAMATION RECOGNIZE APRIL 29, 2018 THROUGH MAY 5, 2018 AS PUBLIC SERVICE RECOGNITION WEEK**
- 6 PROCLAMATION DESIGNATING MAY 5, 2018 AS ARBOR DAY**
- 7 PROCLAMATION AMERICAN LUNG**
- 8 PRESENTATION ON PUBLIC SAFETY UPDATES BY SHERIFF STALY**

ORDINANCES FIRST READ

- 9 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**

RESOLUTIONS

- 10 RESOLUTION 2018-XX – AUTHORIZING GRANT APPLICATION TO FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR INNOVATION DISTRICT INITIATIVES**

OTHER BUSINESS

- 11 DISCUSSION ON COUNCIL VACANCY PROCEDURE**

CONSENT

- 12 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**

- 13 RESOLUTION 2018-XXX APPROVING A WORK ORDER TO MCKIM & CREED, INC., FOR
ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR THE WHITEVIEW PKWY
FORCEMAIN CROSSING PROJECT**
- 14 RESOLUTION 2018-XX APPROVING A WORK ORDER TO CONNECT CONSULTING INC.,
FOR THE REBUILD/REHABILITATION AND TESTING OF SW-4R**
- 15 RESOLUTION 2018-XX APPROVING A WORK ORDER TO CONNECT CONSULTING INC.,
FOR THE PUMP INSPECTION AND REHABILITATION OF WELL LW-49**
- 16 RESOLUTION 2018-XX APPROVING A WORK ORDER TO CONNECT CONSULTING INC.,
FOR PROFESSIONAL SERVICES TO MODIFY CONSUMPTIVE USE PERMIT NO. 1947**
- 17 RESOLUTION 2018-XX APPROVING A CONTRACT WITH SGS CONTRACTING SERVICES,
INC., FOR THE CONSTRUCTION OF THE WWTP NO. 1 ODOR CONTROL PROJECT**

PUBLIC PARTICIPATION

Remainder of Public Comments is limited to three (3) minutes each.

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

CALENDAR/WORKSHEET

City of Palm Coast, Florida Agenda Item

Agenda Date : 05/01/2018

Department	CITY CLERK	Amount
Item Key	3233	Account
		#
Subject	CITY COUNCIL MINUTES: APRIL 17, 2018 BUSINESS MEETING APRIL 24, 2018 WORKSHOP	
Background :		
Recommended Action :	APPROVE CITY COUNCIL MINUTES: APRIL 17, 2018 BUSINESS MEETING APRIL 24, 2018 WORKSHOP	



**City of Palm Coast
Minutes
CITY COUNCIL
BUSINESS AMENDED
AGENDA**

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

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

Tuesday, April 17, 2018

9:00 AM

CITY HALL

City Staff

**Jim Landon, City Manager
William Reischmann, City Attorney
Virginia A. Smith, City Clerk**

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CALL TO ORDER

Mayor Holland called the meeting to order at 9:00 A.M.

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL

City Clerk Virginia Smith called the roll.

PUBLIC PARTICIPATION

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be heard. Council and staff will then respond to questions posed by members of the audience. Should you wish to provide Council with any material, all items shall be given to the City Clerk and made part of the record. If anyone is interested in discussing an issue further or ask additional questions, individual Council Members and staff will be available after the meeting to discuss the matter and answer questions.

Steve Carr-Traffic and speeding Floirda Park Drive.

Ray Catrovinski - Traffic and speeding on Florida Park Drive and suggested strips along the road.

Celia Pugliese-Florida Park Drive traffic, speeding and beautification. Special Assessment regarding seawalls.

Robert MacDonald- Public Records Requests: Itemized bill for the State of the City Luncheon. City Attorney - State Law that a City is allowed to spend tax payer money for a luncheon at the City's expense.

Mike Radell - Special Assessment regarding sea walls.

Responses to Public Comments:

Canals

Ans: Mr. Landon - Canals are like any other infrastructure, city streets, water and sewer lines, eventually they have to be maintained. There a couple major maintenance items that are on the horizon not that far out. One of them is dredging. because they do silt in. The other are the salt water canals are the sea walls that people are talking about. There needs to be a comprehensive approach and a fair approach to this. On our list to do, along with a lot of infrastructure that we are looking at. When we bring it back to you, there will be some options and some ideas to try and make it as fair as possible. Speakers make good points. If I maintain my sea wall, I don't want to be taxed to help someone else. On the other hand there are some people who are not maintaining and they are collapsing and that effects everyone else, erosion and things. It is something City Council has indicated that we should look at. The overall stormwater system with all the rain last year, is our focus.

CM Nobile-We are going to keep a stiff eye on that, those people that have been maintaining it and investing dollars are not going to have to pay for someone who is not. Ans: Mr. Landon - There are a lot of options, that statement sounds fair. We will be looking at what other cities do; there are some legal implications. There are a lot of things to look at. We are not ready to present anything to you at this time.

CM Shipley-Do we have an Ordinance for the maintenance of the sea walls? Ans: Mr. Landon-From a practical standpoint, as I indicated, we could probably do Code Enforcement and that is a \$20,000 price tag and there are some people that will say, "I don't have \$20,000 and cannot do it." Where do you go from there? This one is not the same as cutting grass, replacing fence panels, etc. We have to have a fair comprehensive approach before we start going out and expecting a number of people to come up with \$20,000 for a seawall.

Mayor Holland: Please have the City Clerk or staff respond to the records request from Mr. MacDonald.

Mayor Holland: Florida Park Drive will be addressed with our upcoming goals that we have identified as an area and staff will in the future will bring back more options.

MINUTES

- 1 MINUTES FOR CITY COUNCIL:
April 3, 2018 Business Meeting
April 10, 2018 Workshop**

Pass

Motion made to approve made by Vice Mayor Cuff and seconded by Council Member Nobile

Approved - 5 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Steven Nobile, Council Member Heidi Shipley, Mayor Milissa Holland

PROCLAMATIONS

- 2 PROCLAMATION VOLUNTEER RECOGNITION WEEK**

CM Shipley presented this Proclamation to Flagler Volunteer Services. Twelve residents of Palm Coast received the Presidential Service Awards for each donating over 1,000 hours to the community.

ORDINANCES SECOND READ

- 3 ORDINANCE 2018-XX AMENDING CHAPTER 29 IMPACT FEES, ARTICLE II
TRANSPORTATION IMPACT FEES**

O20180010

City Attorney Reischmann read the title into the record.

Mr. Landon gave a brief summary of the item.

Public Comments:

There were no public comments.

Pass

Motion made to Adopted on second reading made by Vice Mayor Cuff and seconded by Council Member Nobile

Approved - 5 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Steven Nobile, Council Member Heidi Shipley, Mayor Milissa Holland

4 ORDINANCE 2018-XX AMENDING CHAPTER 15 "BUILDINGS AND BUILDING REGULATIONS" OF THE CITY'S CODE OF ORDINANCES

O20180011

City Attorney Reischmann read the title into the record.

Mr. Landon gave a brief summary of the item.

Public Comments:

There were no public comments.

Pass

Motion made to Adopted on second reading made by Council Member Shipley and seconded by Council Member Nobile

Approved - 5 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Steven Nobile, Council Member Heidi Shipley, Mayor Milissa Holland

5 ORDINANCE 2018-XX AMENDING SECTION 10.02 OF THE UNIFIED LAND DEVELOPMENT CODE RELATING TO FLOOD DAMAGE PROTECTION

O20180013

City Attorney Reischmann read the title into the record.

Mr. Landon gave a brief summary of the item.

Public Comments:

There were no public comments.

Pass

Motion made to Adopted on second reading made by Council Member Shipley and seconded by Council Member Nobile

Approved - 5 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Steven Nobile, Council Member Heidi Shipley, Mayor Milissa Holland

6 ORDINANCE 2018-XX - A COMPREHENSIVE PLAN AMENDMENT TO UPDATE THE WATER SUPPLY FACILITIES WORK PLAN

O20180012

City Attorney Reischmann read the title into the record.

Mr. Landon gave a brief summary of the item.

Public Comments:

There were no public comments.

Pass

Motion made to Adopted on second reading made by Vice Mayor Cuff and seconded by Council Member Nobile

Approved - 5 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Steven Nobile, Council Member Heidi Shipley, Mayor Milissa Holland

RESOLUTIONS

7 RESOLUTION 2018-XX INITIATING THE CONFLICT RESOLUTION PROCEDURES WITH FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS FOR WATER SERVICES TO AIRPORT COMMONS AREA

R20180058

City Attorney Reischmann provided an overview to this item.

CM Shipley-I know we tried to work with the County, was there any resolved at all? Ans: Mr. Landon-To our knowledge, they are still moving forward with their proposal at the staff level. What we are trying to do is to ask City Council to get together with the Board of County Commissioners and work through this. That is what the next step is. I just think it is time to elevate up to your level.

Public Comments:

Mr. Neileback- Agreed with the Council to approve the resolution.

George Mayo- Reported on his attendance the the Board of County Commissioner's meeting.

Responses to Public Comments:

CM Cuff: I think just to respond to last citizen that addressed us. I find that attitude by the County very disturbing. At the workshop, I spoke, kind of forcefully for me, about how much I dislike this kind of disbute, especially when it gets escalated to this level. I've done this for forty-two years as a real estate attorney. These projects don't fall from the sky one night and the next morning you have to decide to approve them or not approve them and if that is the approach that the County has been taking, and I don't want this to be a finger pointing exercise, I don't think the City has much choice but to adopt this resolution and take things to the next stage. For future reference, and I won't terrorize, anyone with a Strother Martin impression but what we have here is a "failure to communicate." Whether it is the County to this developer and land owner; whether it is the county to the City; the City to the County but we need to do a better job of coordinating these kinds of things in the future to make sure the tax payers who are ultimately County and City tax payers and the rate payers of the Palm Coast Utility System are protected and their interests are considered early and thoroughly when we have something like this come up so we don't have to get into posturing and adopting masterfully word resolutions. Mr. City Attorney, I have read plenty and written a few but when you get to this stage somebody somewhere has dropped the ball and I hope we can do a better job in the future so we can resolve this without having our attorneys and their attorneys do their thing for months on end.

Mayor Holland- To add on this, this is nothing more than us following through with our contractual obligations that were adopted many years ago and I hope like you do that this continues to be away for us to collaborate and work together on future development projects that are existing in our community. I think we set that path forward when we were talking about Colbert and hopefully, this recognizes our approach for collaboration in moving forward with the County on these projects. I look forward to a quick resolution to this matter and I think this give the tool mechanism to do so.

Pass

Motion made to approve made by Vice Mayor Cuff and seconded by Council Member Klufas

Approved - 5 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Steven Nobile, Council Member Heidi Shipley, Mayor Milissa Holland

8 RESOLUTION 2018-XX APPROVING THE STRATEGIC ACTION PLAN UPDATES AND ADDITIONAL PRIORITIES FOR FISCAL YEAR 2018-2019

R20180053

Mr. Landon provided a brief overview to this item. Ms. Denise Bevan provided a PowerPoint presentation, which is attached to these minutes. There were no public comments received.

Pass

Motion made to approve made by Vice Mayor Cuff and seconded by Council Member Nobile

Approved - 5 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Steven Nobile, Council Member Heidi Shipley, Mayor Milissa Holland

OTHER BUSINESS

9 APPOINT MEMBERS TO THE BEAUTIFICATION AND ENVIRONMENTAL ADVISORY COMMITTEE

VM Cuff made a motion to appoint Mr. Beier, Ms. Flotz, Mr. Jones, Mr. Partelow, and Mr. Seib to the BEAC, seconded by CM Nobile. Motion passed unanimously.

Public Comment

Mr. Neidlebock: I have been coming to the Workshops and the meetings of the Council now for the last few months. It is quite surprising this item was not even on the workshop. Myself, I have no issue with it but I find it interesting that no one knew about it until today.

Steve Carr: Just a quick question, does it take a unanimous vote for this to happen or . . .

Why not presented at workshop?

Mayor Holland: I would say the reason it is not on the Workshop is because this is business where the Council determines who gets appointed. Not for discussion in the Workshop. It is appointments. Ans: Mr. Landon - It is nothing that staff is involved in at all. We are just the conduit. It is up to you if you want to workshop it, we've never done it before.

Voting

Mayor Holland: It is three votes that get the appointment. Ans: Mr. Landon - Except when it is a re-appointment, then it takes four.

Pass

Motion made to approve Motion to appoint Mr. Beier, Ms. Flotz, Mr. Jones, Mr. Partelow, and Mr. Seib to the BEAC. made by Vice Mayor Cuff and seconded by Council Member Nobile

Approved - 5 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Steven Nobile, Council Member Heidi Shipley, Mayor Milissa Holland

10 DISCUSSION SHORTLIST EXECUTIVE SEARCH FIRMS

Mr. Landon provided a brief overview to this item. Mr. Jesse Scott provided a PowerPoint presentation, which is attached to these minutes.

Public Comments:

There were no public comments.

Council discussed their options.

CM Shipley would like to choose the top ranker.

Mayor Holland would like presentations.

CM Nobile-Good either way.

VM Cuff-Would like presentations of the top two.

CM Klufas-Concurs.

CM Klufas motion made to have the top two firms present to Council. Motion seconded by CM Cuff. Motion passed unanimously.

Pass

Motion made to approve Motion to have the top two firms present to Council. made by Council Member Klufas and seconded by Vice Mayor Cuff

Approved - 5 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Steven Nobile, Council Member Heidi Shipley, Mayor Milissa Holland

CONSENT

11 RESOLUTION 2018-XX APPROVING AN INTERLOCAL AGREEMENT WITH THE FLAGLER COUNTY SUPERVISOR OF ELECTIONS FOR THE 2018 CITY ELECTIONS

R20180054

Pass

Motion made to Adopt on consent made by Council Member Klufas and seconded by Vice Mayor Cuff

Approved - 5 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Steven Nobile, Council Member Heidi Shipley, Mayor Milissa Holland

- 12 RESOLUTION 2018-XX APPROVING A WORK ORDER WITH MCKIM & CREED, INC., FOR ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR THE PUMP STATION "D" IMPROVEMENTS PROJECT.**

R20180055

Pass

Motion made to Adopt on consent made by Council Member Klufas and seconded by Vice Mayor Cuff

Approved - 5 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Steven Nobile, Council Member Heidi Shipley, Mayor Milissa Holland

- 13 RESOLUTION 2018-XX AUTHORIZING THE CITY MANAGER TO EXECUTE THE EAST FLAGLER MOSQUITO CONTROL DISTRICT LOW LEVEL FLIGHTS AUTHORIZATION**

R20180056

Pass

Motion made to Adopt on consent made by Council Member Klufas and seconded by Vice Mayor Cuff

Approved - 5 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Steven Nobile, Council Member Heidi Shipley, Mayor Milissa Holland

- 14 RESOLUTION 2018-XX APPROVING ONE-YEAR PRICE AGREEMENT WITH ENVIRONMENTAL LAND SERVICES FOR DEBRIS DISPOSAL SERVICES**

R20180057

Pass

Motion made to Adopt on consent made by Council Member Klufas and seconded by Vice Mayor Cuff

Approved - 5 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Steven Nobile, Council Member Heidi Shipley, Mayor Milissa Holland

PUBLIC PARTICIPATION

Remainder of Public Comments is limited to three (3) minutes each.

Al Hurley - Thanked Mr. Landon and staff for the beautification on Belle Terre to Royal Palm Pkwy. Is there Development on Belle Terre and Market? Town Center development. Complimented Council on the greatness of the City. Still work to be done but loves the City.

Jon Netts - Seawalls are privately owned. We have a mechanism in place to deal with the issues (code enforcement).

George Mayo - In NewsJournal Governor vetoed the waste water bill. Will this veto change our plans in anyway? Will there be a gas station near Starbucks?

Responses to Public Comments:

Development-Ans: Mr. Landon-ICI did not close on their property in Town Center. A lot of other residential projects looking at the Town Center property right now. You will be receiving an update on some of our efforts to encourage that at our workshop next week. Stay tuned. I have not heard anything about the corner or Market and Belle Terre but once again, they are kicking tires around the entire area. The convenience store gas station at Belle Terre and State Road 100; it is my understanding that they did not close on that property so they are looking for a new business there next to the Aldis. It is a hard corner; it will come.

Mayor Holland: As far as Mr. Netts' comments, we will take that into consideration when we move forward with our comprehensive strategy. As far as the treatment plant and the Governor's veto have we discussed that. Ans: Mr.Landon - All of our plans are based past laws. It is not going to change anything we are doing at this time. This was a new idea or a new concept so our reuse program and recharge programs are all still acceptable.

Veto issue-Ans: Mr. Landon-All of our project are based on current and past law. This will not affect us.

DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

VM Cuff-As a follow-up to the recharge, I think I had mentioned it to you, Jim, and you said you were aware of it. The City of Ocala has an innovative approach to turn their recharge areas on public lands into what looks like a nice park. Basically, using the retention ponds to water features in a park with walking trails. A nice open space that takes advantage of the water views, etc. Maybe that is something we can consider as we need bigger areas for retention from the new Wastewater Plant.

Mayor Holland - I had one statement, where are we with the issue of vacant lots and maintenance of those vacant lots? I have gotten a few complaints from residents and they have sent me a few pictures that I will forward on of the view they are having to look at of some unmaintained vacant lots. I think as we are coming up to another fire or hurricane season, it becomes quite concerning. Ans: Mr. Landon - This was one of the projects for one of our summer interns. Every year we look for those types of projects for our interns to come in and give us

ideas. I believe they are going to be working with Denise. We have actually put together a scope for an intern to come in this summer.

DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

Nothing at this time.

DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

Food Truck Tuesday is tonight starting at 5:00 p.m.

There have been some conversations about reuse. I don't know if you can tell the difference when you flush a toilet, probably not, but there is a big difference from our standpoint because Wastewater Treatment Plant #2 is online. We are actually sending some of our wastewater to the new plant. We will have a ribbon cutting, probably won't be nearly as exciting as the Community Center but if you are in the Wastewater business a new sewer plant is a really big deal. It is a big deal for the community. It will allow us to continue to support growth for many, many years. We are planning it before your evening meeting in June.

We recognize employees each year that reach certain milestones and service awards, 5, 10 15 years. We have an individual that has been the limelight of our utility for many, many years. He is not going to be here when we celebrate all the others. We have some people that you can see were conspiring . . . working to surprise him today. Mr. Adams please approach the podium. Mr. Adam was congratulated and thanked for serving the City for 40 years.

ADJOURNMENT

The meeting was adjourned at 10:14 a.m.

*Respectfully submitted by: Virginia A. Smith, MMC
City Clerk*



**City of Palm Coast
Minutes
CITY COUNCIL
WORKSHOP**

City Hall
160 Lake Avenue
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**Mayor Milissa Holland
Vice Mayor Robert G. Cuff
Council Member Steven Nobile
Council Member Nick Klufas
Council Member Heidi Shipley**

Tuesday, April 24, 2018

9:00 AM

CITY HALL

City Staff

**Jim Landon, City Manager
William Reischmann, City Attorney
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CALL TO ORDER

Mayor Holland called the meeting to order at 9:00 a.m..

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL

PUBLIC PARTICIPATION

Robert MacDonald - PEP system failure when the owner is not home, who is liable for the damage?

William Letourneau -Traffic on Woodbury Dr. He suggested options and provided a handout, which is attached to these minutes.

John Brady - Maintenance of St. Joe's Parkway.

Responses to Public Comments:

Pep tanks-Ans: Mr. Landon - First of all, every situation is different. It is going to be the insurance companies, to look at all parties and the facts as to what was the cause of the sewer back-up whether it is a pep system or not. Each one of those is evaluated. The facts and usually the insurance companies determine who will pay for the damages. I can't address it and the attorneys cannot address it unless we have the specific facts. Was it a power outage? Was it a blockage? It could be a variety of things. I will take this as an opportunity to try and remind people that lots of times your home owner's insurance does not automatically include water damage whether it is a pipe leaking or a sewer back up. We encourage people to add that to their coverage; particularly, when you live in a flat area like Florida. There is always potential for water damage in your house. The alarm means it is getting high but if you quit using water it is not going to get to the point where it backs up.

Woodbury Drive Traffic-Ans: Mr. Landon- This is one we have been working on. We agree with the gentleman on Woodbury that it is an unnecessary cut through. We say it is unnecessary because just down the street, we have White Mill, which is a connection between Whiteview and Pine Lakes and that is the street people should be using. I would ask Mark Carmen to talk to this gentlemen how we can . . . we can put up one of our speed signs to let people know how fast they are going.

*Mayor Holland: Can we go back to the comment that you are wokring on this?
Ans: Mr. Landon - I'm getting there. Trying to tie the two together. As far as speeding goes, we can address it a couple of ways. How are we addressing the cut-through? As part of our plans for the Whiteview improvements. If you recall, Woodbury is actually one of those tree streets. Woodbury, Rolling Sands and Wood Aspen, I believe, it is that have those three intersections all coming together at Whiteview which is part of the danger. The plan is to improve all of that intersection and make it so there is no left turn in and out of Woodbury. It discourages cut-throughs in that area. Soon we will be coming to you with a consultant to design so we can help with the cut-through and help with the situation on Woodbury which would encourage people to go to White Mill. You have the most dangerous stretch of street in Palm Coast as the study done by the Transportation Planning Organization on White View between Rolling Sands and US 1. Not only is it a cut-through but a dangerous piece of cut-through. We have actually had some fatalities. We will bring you a proposal to have a design firm work on this to help Woodbury and to help with the safety on Woodbury that is coming your way.*

*Mayor Holland: Please keep the gentelman in the loop as far as our plans go. Make sure you are communicating so he can communicate with the neighbors.
Ans: Mr. Landon - We would be happy to. Mr. Cote is sitting right here. He will be happy to speak with him too. It is actually nice to have someone come up and support one of our efforts.*

Mayor Holland: Now in the interim if you can have Mark. Ans: Mr. Landon - We can also deal with the speeding too. Ans: Senior Commander Carmen - Absolutely, we will do a speed study and work with the City and the speed. Get the dates and times. Rather than randomly send a deputy up there and he comes to me and says, not happening. We will do a speed machine and it will give us

the data and the statistics of when most of the violations have occurred. I have a concern that a deputy has said it was too dangerous to enforce. I will talk to you after the meeting and leave you my card.

St. Joe's Walkway-Ans:Mr. Landon - During the storms last fall we had a handful of pipe damage. We went out to bid and we did not get any responses. We are working with a contractor to go around and repair all this damage. We are also hoping to do it in such a fashion that we will get reimbursed from FEMA and so we are going through those steps so that FEMA can reimburse us because the damage is associated with the storm. As far as the paths, we did major maintenance to our paths last summer. We will do more this summer. Every year, just like we do with our streets, we take sections. The technology company that is coming in and helping us so we can set strategic maintenance for all of our paths. We are in the process of doing that and we will continue to do that every year to do stretches of our paths to maintain the wooden board walks as well as the asphalt and concrete. It is interesting, not that long ago, someone asked why are we replacing so many squares of concrete and now we get the comment that we are not doing it fast enough.

PRESENTATIONS

1 PRESENTATION ON THE REVISED 10-YEAR CAPITAL IMPROVEMENT PROGRAM

Mr. Landon provided a brief overview to this item. Mr. Carl Cote and Mr. Richard Adams provided a PowerPoint presentation, which is attached to these minutes.

Transportation Projects:

VM Cuff-How does this impact the bridge upgrade Carl? If we are coming at DOT with . . . Ans: Mr. Landon - We are not going to get dollars from FDOT. Ans: Mr. Cote - They have different pots of money. They have various pots. Ans: Mr. Landon - This is a five year plan vs. maintenance.

Mayor Holland: As far as the projects go, and there are many and you just talked about not being able to find labor. What are we doing to address that issue so that all of these projects can be looked at seriously. I mean I know we are plugging all these dollars in and we can't force companies to hire people. It seems to be a reoccurring theme with all of our projects. Ans: Mr. Landon-Yes, it is a problem that causes the prices to go up. One we just talked about was a pipe project which is not a complete street project. It is when you get into subs that you have even more problems. I do not have a good answer for you. We hope that these are large enough to get some attention. Right now, we have contractors that are looking at small projects vs. large projects, they will go after the large project.

CM Nobile- Are there any restrictions in our RFPs that would keep small companies from starting up? Ans: Mr. Landon - We do have prequalifications and it is one of those, if you have never done the work . . . Ans: Mr. Cote - We do take experience into consideration. We do an evaluation. Sometimes companies merge, there are things like that that happen. We look at all of those factors. Depending on funding source, sometimes DOT has more specific requirements than we would normally do. It varies by project.

Mayor Holland-I know when we go out to bid, Normally companies are spending dollars to alert them to bids being out there. Do we share this five year plan with companies so they can plan accordingly? I would hate to see us go through this exercise and then when they come back, we've got a drainage issue but no bids. It is discouraging and we are hearing this constantly. How can we do this creatively, know that we are very good at planning and really good at making sure we are plugging the dollars that we are spending. There does not seem to be that synergy around the jobs. Ans: Mr. Landon - We have discussions on a regular basis on how do we encourage customers to bid on things. It is almost like trying to hire certain professions that the market is tight on so you put together an equipment brochure. Maybe we can do something like that. I know it gets out there that we're a difficult place for contractors to work. We need to continue to have that discussion so we are up to date as to where contractors are looking and not just them trying to find us but us trying to find them.

CM Nobile- In regards to the paths, I see US 1. Is there a high call for paths on US 1? Ans: Mr. Cote - DOT was pushing hard at one time to fill their gaps along US 1 but they have backed off of that. It is a DOT project that we are showing.

Mayor Holland-The CRA is out of Town Center, correct? Are they FDOT Funds or are they . . . ? Ans: Mr. Landon: The roundabouts, we are hoping FDOT will assist us with those funds. Anything in blue we are hoping we are getting grant dollars. FDOT is pushing hard for roundabouts vs. traffic signals on places like US 1. One in Palm Coast and a couple more in Flagler County. We have suggested to them that our roundabouts were not designed correctly based on current engineering best practice standards. We have suggested that if you do this, you need to be consistent.

Mayor Holland - Those dollars for Long Creek are they part of the ESL dollars? Ans: Mr. Landon - It is part of the requirement of the grant we have already received. Their grant dollars went toward purchasing the property and there are certain elements we need to improve. It is not new grant dollars, it is City dollars.

Mayor Holland: The ESL Fund spends capital dollars. I am talking about Environmentally Sensitive Land Funds. Ans: Mr. Cote - The land was purchased half with state funds and half with ESL Funds. It was the State that put some of the conditions on education sessions, some of the more interpretive items.

Mayor Holland: How much is it going to cost for the nature center, exhibits? Ans: Mr. Cote - That is that \$2.7 million dollars.

Mayor Holland-Have we looked at applying for Forever Funds? Ans: Mr. Landon - We will take a look at it.

Mayor Holland- Whhen we look at the neighborhood park, I think these are great because it lends that walkability and bicycling to a park. Is there an overall standardized park design that we do or do we look at each one and spend dollars additionally to design it on each one. Ans: Mr. Cote - We have not come up with a prototype and that is part of why we are looking at Matanzas Woods and Quail Hollow. We do need to come up with a program as to what is going to be in a neighborhood pocket park. Ans Mr. Landon -It truly needs to be a neighborhood

park and not a regional park so that it does not encourage people to drive into the neighborhood but just to serve those people there.

Mayor Holland - Why did it get ranked low? (community center) Ans: Mr. Landon-It is on the wrong side of the highway for a shelter, too close to the ocean. It does not meet the standards for a shelter. Our schools do.

CM Nobile-Where does the Community Center/YMCA fit in? Ans: Mr. Landon-It is coming shortly (in the presentation).

Mayor Holland - Going back to that . . . when we are talking about pickleball courts. This is a lot of people playing pickleball. I was wondering if there is any thought and we have talked about sports tournaments and there was a huge turnout for a pickle ball tournament that was held at Holland Park. I was surprised to hear they had traveling teams that compete. I would like you to look at that to see if there is a niche market there that we are not really looking at in these facilities and we are doing this two and two. I think they need seven to do tournament play. Ans: Mr. Cote - We will look into that.

Mayor Holland: ITSC - We still don't have wi-fi in the Little League building. They do a lot of training out there. Is there a reason we don't have wifi in that building? Ans: Mr. Landon-We have wi-fi in the park. If they need it, they can put it in.

Mayor Holland-Graham Swamp, where is unincorporated Flagler County and COPC? I never understood this. People from the County are saying they are making improvements to Graham Swamp. Ans: Mr. Landon-All of Graham Swamp is in the City. There are 3 amenities in that area-one is Lehigh Trail with trailhead on Colbert Lane. That is County owned facility and maintained by County. The next one is the mountain bike trail on Colbert Lane-County owned and maintained; the third one is Graham Swamp trail -City project and the City maintain. The County has received grant dollars to extend the trail to Lehigh trail to build a bridge over SR 100 to go to the Bulow Creek area. We believe Graham Swamp Trail Ph 2 will become a priority.

Mayor Holland- I have a question of where we are in the process of the Matanzas Golf Course? We are looking at long term strategy if that does come into our hands. That is a neighborhood that needs some improvement and it is sad what it has become. Ans: Mr. Landon - The update on that is the property owner had all sorts of code enforcement issues; dilapidated structures, etc. We finally started the process of foreclosure because of the code enforcement issues. We reach a settlement agreement. They have not abided by the agreement and we are taking the next steps.

2 PRESENTATION- DOWNTOWN INNOVATION DISTRICT

Mr. Landon provided a brief overview to this item. Ms. Wynn Nottingham and Mr. Beau Falgout provided a PowerPoint presentation, which is attached to these minutes.

Mayor Holland: This is an appropriate area for multi-family housing, has anyone approached you on looking to increase the density to make this work? Ans: Mr. Landon - Yes. We are working on that also. We will see something coming back

on that one because your downtown area that is where you want your density. You wander to the coffee shop. What we have heard from developers is that our density is not high enough.

Mayor Holland: How close is this to the hospital? If we do offer that housing opportunity or diversity, it is nice for them to work at the hospital and be in close proximity. To me, it seems we have a great asset in the hospital that we need to take advantage of, Ans: Mr. Landon - Good suggestion we will include 10, 11, and 12 in there too.

CM Nobile: What other issues are we hearing from developers? Ans: Mr. Landon - The major one is density. The othe one we are hearing is the private sector part of it; the CDD's on-going costs. We don't control that. We are talking to the developer to see how we might lower those to incentivize the area.

Mayor Holland - Are we capitalizing on the fact that the City owns fiber? Ans: Mr. Landon - Absolutely.

3 PRESENTATION ON KEEPING PALM COAST CLEAN AND GREEN

Mayor Holland - This presentation was requested by CM Shipley. Is it ok if we put this off? The item was postponed until CM Shipley could be present.

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

Mr. Landon provided a brief overview to this item.

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

Mr. Landon provided a brief overview to this item.

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

Mr. Landon provided a brief overview to this item.

7 RESOLUTION 2018-XX APPROVING A WORK ORDER TO CONNECT CONSULTING INC., FOR THE REBUILD/REHABILITATION AND TESTING OF SW-4R

Mr. Landon provided a brief overview to this item.

8 RESOLUTION 2018-XX APPROVING A WORK ORDER TO CONNECT CONSULTING INC., FOR THE PUMP INSPECTION AND REHABILITATION OF WELL LW-49

Mr. Landon provided a brief overview to this item.

9 RESOLUTION 2018-XX APPROVING A WORK ORDER TO CONNECT CONSULTING INC., FOR PROFESSIONAL SERVICES TO MODIFY CONSUMPTIVE USE PERMIT NO. 1947

Mr. Landon provided a brief overview to this item. Mr. Brian Matthews provided a summary of the CUP.

CM Nobile: And this money is for someone to develop that proposal that we will present. Ans: Mr. Matthews that is a good way to present that actually. The model has been completed and we are now in the impact analysis phase. The Water Management District has completed one and we have completed one and right now we are ready to go and basically decide how much water are consumptive use permit allocation should be. We are also, as an aside, ask for a little more fresh water that is also, as you recall, part of the Water Supply Workplan. This is just preplanning for the future.

10 RESOLUTION 2018-XX APPROVING A CONTRACT WITH SGS CONTRACTING SERVICES, INC., FOR THE CONSTRUCTION OF THE WWTP NO. 1 ODOR CONTROL PROJECT

Mr. Landon provided a brief overview to this item.

PUBLIC PARTICIPATION

Mr. Neilebock: Capital Improvement Plan-Phase 2-Holland Park - Will there be dog park improvements?

Jack Carall: Will there be funds set a side for a senior facility?

Louis McCarthy: Thanked everyone for checking up on him. He is glad to be back.

Responses to Public Comments:

Dog Park-Ans: Mr. Landon - There are a number of shade structures in the small dog park. We didn't get into any of the details on any of these projects. The shade structures in the dog park are part of it. The project is scheduled to start this summer.

Senior Citizens-Ans: Mayor Holland - We offer a tremendous amount of programs and services for our seniors over at the new Community Center. I would encourage Mr. Carall to pick up a pamphlet of all the programs that are offered. I see many of our seniors utilizing our paths every single day which is exciting to see a healthy moving community and that is why we are talking about another multi-use facility that offers all ages in our community it does not discriminate one

age group. Ans: Mr. Landon - I have got to put a plug in for our recreation staff and all the programs they offering at the Community Center. There are a lot for seniors. If you look at the programs now, compared to just a year ago. It has multiplied many times. I am very proud of that. For all groups, including Seniors.

DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

CM Cuff - I was unhappy to see we are going to be losing CM Nobile's service sooner than we had hoped. I wanted to thank him for his service.

VM Nobile - My living situation has changed dramatically and my two to three year plan has become my two to three week plan. My family will be leaving the area. My resignation will be effective May 16, 2018. It will be a hard move.

Mayor Holland- I echo VM Cuff's comments. We will be talking about your departure in the future. I have one item for our Attorney. We received information that the two highest score gatherers for our search for a firm for a City Manager. One had dropped out due to the fact of their concern with the Sunshine Law. When a firm is presenting to us publically, there is a provision for trade secrets. Was there any discussion and maybe through Beau or this company and I don't know how the trade secrets apply if we are asking them to present questions back and forth and would be they be exempt if they are particular about certain aspects of their company they feel they don't want to disclose. And then I thought, if they don't know this, and they haven't looked into it that much, maybe that is not a firm we need to be looking at. The trade secret perspective, I don't want to run into this in the future, without thoughtfully understanding this. Does it apply or not apply? Ans: Mr. Falgout-provided an overview as to the issue of the bidder dropping out. Attorney Reischmann was in contact with the bidder and in the end, we received notice from the bidder that they were withdrawing their bid. This would have been their first Florida placement. Their concern was the documents attached to the evaluation of the candidates. Ans: Attorney Garganese - That happens sometimes in the process. The trade secrets, per Florida law, are deemed confidential and exempt. The decision making of the governing body is subject to the Sunshine Law. My understanding as part of their process of who is the best candidate; they feel their document will disclose trade secrets. It sounds like this company was uncomfortable, that their process, they never used in Florida, will not maintain their secrecy.

CM Nobile-I am comfortable with the remaining top bidder.

Mayor Holland would like to interview the remaining top bidder.

VM Cuff would like to interview the remaining top two bidders.

CM Klufas-more than one interview is better.

Mr. Falgout-We will invite the top two bidders to interview.

DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

Nothing at this time.

DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

We will be presenting to you soon, with the challenge Mr. Nobile has presented to us, that is appointment of someone for the seat temporarily. It reminds me of McGuire. This is why you proposed a change to the Charter. You are close to the election season. We will bring back some ideas for you to consider and we are obviously not ready to do that today but we are obviously going to have to present it to you.

CM Nobile: When does the registration for the candidate's end? Is it June? Ans: Ms. Smith - The last day of qualifying is June 22.

CM Nobile: Up to there, there is only one person actually qualifying for my seat. Ans: Mr. Landon - If there is one person that actually files to run, there is no election and then as far as your appointment, that makes it pretty simple. If there are two or more and one gets 50% of the vote, the primary in August (like Mr. Cuff), that makes it simple pretty simple too.

Mayor Holland: I would like to make an appointment with someone who is qualified or not qualified. We just need to make an appointment that needs to finish out the term. They just have to live in the District.

ADJOURNMENT

The meeting was adjourned at 11:15 a.m.

*Respectfully submitted by: Virginia A. Smith, MMC
City Clerk*

City of Palm Coast, Florida Agenda Item

Agenda Date : 05/01/2018

Department	CITY CLERK	Amount
Item Key	3230	Account
Subject	PRESENTATION OF THE MAYOR'S 30/30 CHALLENGE AWARD	
Background :	<p>All citizens were invited this spring to join the Mayor's 30/30 Challenge – to exercise at least a mile a day for 30 days. Nearly 100 residents signed up and have been logging their miles. Buddy Taylor Middle School's PE teachers decided to challenge their students to participate, and more than 300 students have been logging their running miles. They invited Mayor Milissa Holland to run with them at school, and the students have built an impressive log of miles. To congratulate the students and teachers, Mayor Holland is awarding the Mayor's 30/30 Challenge Award to the Buddy Taylor Middle School Eagles! Go Eagles!</p>	
Recommended Action :	<p>Present the Mayor's 30/30 Challenge Award to the Buddy Taylor Middle School Eagles.</p>	

City of Palm Coast, Florida Agenda Item

Agenda Date : 05/01/2018

Department	CITY CLERK	Amount
Item Key	3217	Account
Subject	PROCLAMATION MOTORCYCLE AWARENESS MONTH	
Background :	The American Bikers Aimed Toward Education (ABATE) of Florida, Vintage Chapter, has requested the City proclaim May as Motorcycle Awareness Month.	
Recommended Action :	Proclaim May 2018 as Motorcycle Awareness Month.	



WHEREAS, Motorcycle riding is a popular form of efficient transportation and recreation for more than 900,000 people in Florida; and

WHEREAS, It is important that the drivers of all vehicles be aware of one another and learn to share the road and practice courtesy; and

WHEREAS, Motorcycles provide a means of transportation that uses fewer resources, causes less wear and tear on public roadways, and increases available parking areas; and

WHEREAS, It is especially important that the citizens of Florida be aware of motorcycles on the streets and highways and recognize the importance of motorcycle safety; and

WHEREAS, the **American Bikers Aimed Toward Education (ABATE) of Florida**, Vintage Chapter, representing, the cities of Palm Coast, Bunnell, Flagler Beach, St. Augustine, and St. Augustine Beach, as well as unincorporated areas within the Counties of Flagler and St. Johns, is actively promoting the safe operation, increased rider training, and increased motorist awareness of motorcycles; and

WHEREAS, It is important to recognize the need for awareness on the part of all drivers, especially with regard to sharing the road with motorcycles, and to honor motorcyclists' many contributions to the communities in which they live and ride;

NOW, THEREFORE, BE IT PROCLAIMED, by the City Council of the City of Palm Coast, Florida, that the month of May 2018 be officially designated as

MOTORCYCLE AWARENESS MONTH

in the City of Palm Coast.

Signed this 1ST day of April 2018.

City of Palm Coast, Florida

Milissa Holland, Mayor

Witnessed by:

Virginia A. Smith, City Clerk

City of Palm Coast, Florida Agenda Item

Agenda Date: 05/01//2018

Department	CITY CLERK	Amount
Item Key	3218	Account
Subject	PROCLAMATION – MAY 6, 2018 THROUGH MAY 12, 2018 AS “NURSES WEEK”	
Background :	Florida Hospital Flagler has requested the City proclaim May 6, 2018 through May 12, 2018 as Nurses Week.	
Recommended Action :	Proclaim May 6-12, 2018 as Nurses Week.	



PROCLAMATION

Whereas, nurses in the United States constitute our nation's largest healthcare profession, with nurses meeting the healthcare needs of the American population in a variety of settings; and

Whereas, National Nurses Week begins each year on May 6th and ends on May 12th -- Florence Nightingale's birthday, and this annual event has been celebrated each May since 1974; and

Whereas, this year's theme is "Nurses inspire, innovate, influence;" and

Whereas, registered nurse are the largest healthcare occupation in our country. The Bureau of Labor Statistics estimates that there are about 2.7 million people employed as registered nurses in the U.S. and that is projected to grow 15 percent before 2026; and

Whereas, there are 404 nurses employed at Florida Hospital Flagler and located in Palm Coast and greater Flagler County; and

Whereas, the number of hospital admissions at Florida Hospital Flagler averaged 22 daily in 2017, adding up to 7,827 admissions last year, with nurses directly involved in the care of each of these patients; and

Whereas, nurses also provide healthcare for sports physicals for local schools, community health events, various screenings and overall community wellness.

Now, Therefore, Be It Proclaimed, by the Mayor and the City Council of the City of Palm Coast, Florida, that May 6, 2018 through May 12 be officially designated as

"National Nurses Week"

in celebration of the ways in which nurses advocate for high-quality patient care and in honor of the hundreds of local nurses who care for us all.

SIGNED, this 1st day of May 2018.

CITY OF PALM COAST, FLORIDA

Witnessed by:

Milissa Holland, Mayor

Virginia A. Smith, City Clerk

City of Palm Coast, Florida Agenda Item

Agenda Date : 05/01/2018

Department	CITY CLERK	Amount
Item Key	3219	Account
Subject	PROCLAMATION RECOGNIZING APRIL 29, 2018 THROUGH MAY 5, 2018 AS PUBLIC SERVICE RECOGNITION WEEK	
Background:	The City of Palm Coast would like to proclaim April 29, 2018 through May 5, 2018 as Public Service Recognition Week.	
Recommended Action:	Present proclamation recognizing April 30, 2018 through May 5, 2018 as Public Service Recognition Week.	



WHEREAS, Americans are served every single day by public servants at the Federal, State, County, and City levels. These unsung heroes do the work that keeps our nation working; and

WHEREAS, Public employees take not only jobs, but oaths; and

WHEREAS, Many public servants, including military personnel, police officers, firefighters, border patrol officers, embassy employees, health care professionals and others, risk their lives each day in service to the people of the United States and around the world; and

WHEREAS, Public Servants include teachers, doctors, nurses, train conductors, astronauts, safety inspectors, laborers, computer technicians, social workers, and countless other occupations. Day in and day out they provide with dignity and integrity the diverse services of their government demanded by the American people; and

WHEREAS, Without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Palm Coast does hereby recognize April 29, 2018 through May 5, 2018 as:

“Public service recognition week”

All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels - Federal, State, County, and City.

Signed this 1st day of May 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

Milissa Holland, Mayor

Virginia A. Smith, City Clerk

City of Palm Coast, Florida Agenda Item

Agenda Date : 05/01/2018

Department	CITY CLERK	Amount
Item Key	3220	Account
		#
Subject	PROCLAMATION DESIGNATION MAY 5, 2018 AS ARBOR DAY	
Background :	<p>The Tree City USA program is a national program that provides the framework for community forestry management for cities and towns across America. Communities achieve Tree City USA status by meeting four core standards of sound urban forestry management: maintaining a tree board or department, having a community tree ordinance, spending at least \$2 per capita on urban forestry and celebrating Arbor Day. The Tree City USA program touches the lives of people within the community who benefit daily from cleaner air, shadier streets, and the aesthetic beauty that healthy, well-managed urban forests provide, and can make a strong contribution to a community's pride. Palm Coast has earned the Tree City USA's Growth Award for 12 consecutive years. Sterling communities are regarded as leaders in community forestry and are looked upon as innovators.</p>	
Recommended Action :	<p>Present Proclamation designating May 5, 2018 as Arbor Day.</p>	



PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called **Arbor Day**, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

now, therefore be it proclaimed that the City Council of the City of Palm Coast does hereby proclaim **Saturday, May 5, 2018** as

Arbor Day

BE IT FURTHER PROCLAIMED, that City Council urges all of its citizens to support efforts to protect our trees and woodlands and to plant trees, which will promote the well-being of this and future generations.

Dated, this 1st day of May 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

Milissa Holland, Mayor

Virginia A. Smith, City Clerk

City of Palm Coast, Florida Agenda Item

Agenda Date : 05/01/2018

Department	CITY CLERK	Amount
Item Key	3222	Account
		#
Subject	PROCLAMATION RECOGNIZE MAY 6, 2018 THROUGH MAY 12, 2018 AS WOMEN'S LUNG HEALTH WEEK	
Background :	The American Lung Association requested City Council proclaim May 6, 2018 through May 12, 2018 as Women's Lung Health Week.	
Recommended Action :	Proclaim May 6, 2018 through May 12, 2018 as Women's Lung Health Week.	



PROCLAMATION

WHEREAS, every 7 minutes and 30 seconds, one woman in the United States loses her battle with lung cancer; and

WHEREAS, lung cancer is the leading cause of cancer deaths for women and men in the U.S.; and

WHEREAS, advocacy and increased awareness will result in screening and early detection for people with lung cancer that will ultimately save lives; and

WHEREAS, public support for research funding will result in better treatment and early detection methods that will ultimately save lives; and

WHEREAS, LUNG FORCE is a national initiative led by the American Lung Association, to defeat lung cancer.

NOW, THEREFORE, IT BE PROCLAIMED, by the Mayor and the City Council of the City of Palm Coast, Florida, that the second week of May 2018 be officially designated

“WOMEN’S LUNG HEALTH WEEK”

in Palm Coast, and encourages all residents to learn more about lung cancer, risk factors and screening options.

Signed this 1st day of May 2018.

CITY OF PALM COAST, FLORIDA

Witnessed by:

Milissa Holland, Mayor

Virginia A. Smith, City Clerk

City of Palm Coast, Florida Agenda Item

Agenda Date :

Department	CITY CLERK	Amount
Item Key	3221	Account
		#
Subject	PRESENTATION ON PUBLIC SAFETY UPDATES BY SHERIFF STALY	
Background :	Sheriff Staly will present on public safety.	
Recommended Action :	Presentation only.	

City of Palm Coast, Florida Agenda Item

Agenda Date : 5/01/2018

Department	PLANNING	Amount
Item Key	3190	Account
Subject	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.	
Background : <u>Update from the April 24, 2018 Workshop</u> This item was heard by City Council at their April 24, 2018 Workshop. There were no changes suggested to this item. <u>Original background from the April 24, 2018 Workshop</u> 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.		
Recommended Action: 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

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 1st 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.

- DG. *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.

F-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	
Open Space	30%	30%	30%	(1)	30%
Height	100' ²	100' ²	65' ²	(1) ²	100' ²
FAR	.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

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

Res. Density	1 unit/20 acres	1 unit/acre	1 unit/acre	12 units/acre	10 units/acre
FAR	N/A	(1)	(1)	.50	N/A
ISR	.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

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

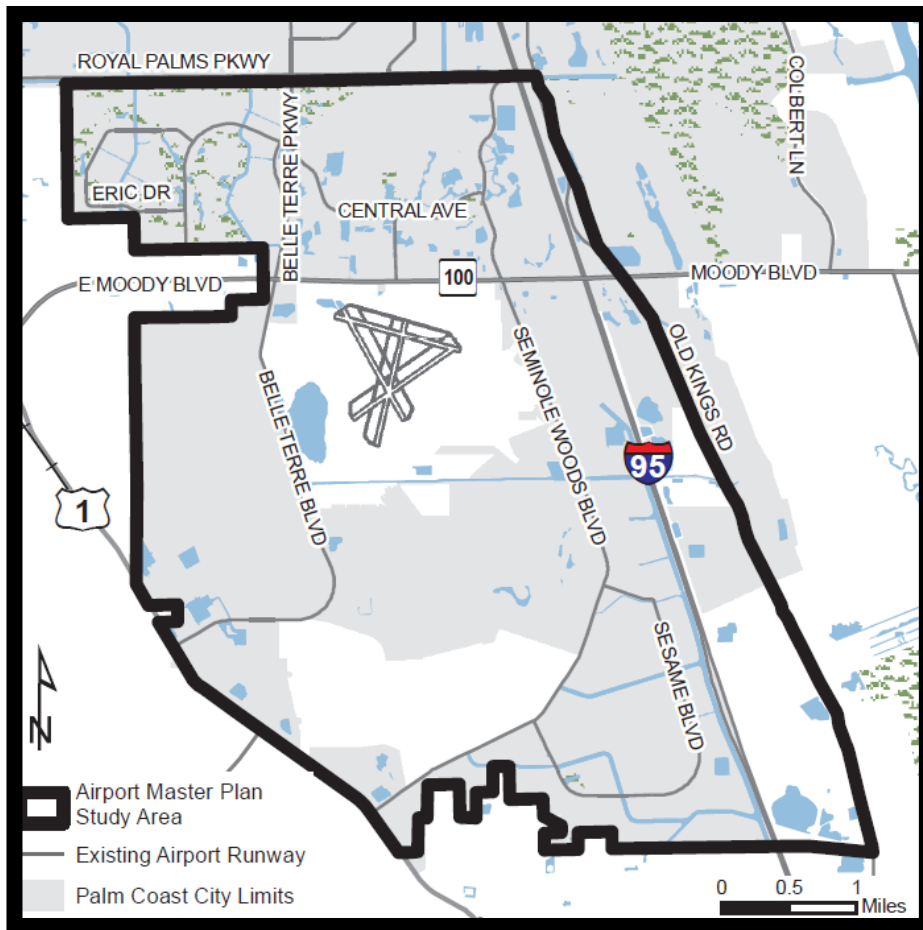
Footnotes:-

~~—(1)—~~

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


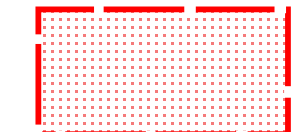



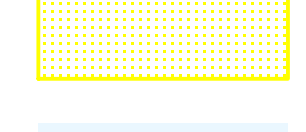
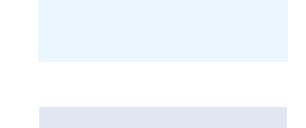

EXHIBIT B: LOCATION MAP

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

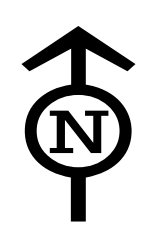


DRAFT

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
0 1,000 2,000 3,000 4,000 Feet

The City of Palm Coast prepares and uses the map data for its own purposes. This map data depicts general boundaries and may not be appropriate for site-specific uses. The City uses data believed to be accurate however, a degree of error inherent in all maps. This map data is provided without warranties of any kind, other than that of accuracy. The City does not warrant the accuracy, reliability, or completeness of the data. The map data is intended for use only for the published uses. Decisions on the ground use and the location of any other infrastructure should be based on the map data.

City of Palm Coast, Florida Agenda Item

Agenda Date :5/1/2018

Department	ADMINISTRATIVE SERVICES	Amount
Item Key	3212	Account
Subject	RESOLUTION 2018-XX AUTHORIZING GRANT APPLICATION TO FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR INNOVATION DISTRICT INITIATIVES	
Background :	<p>The Florida Legislature has appropriated funding to the Florida Department of Economic Opportunity (DEO) for Community Planning Technical Assistance Grants. The grants provide communities the opportunity to develop innovative planning and development strategies to promote a diverse economy, vibrant rural and suburban areas and meet the requirements of the Community Planning Act, while protecting environmentally sensitive areas.</p> <p>Grant request due May 7.</p> <p>Grant Period: July 1, 2018-June 30, 2019.</p> <p>The City is requesting a grant for a consultant to develop, assess, and recommend innovation district initiatives.</p>	
Recommended Action :	Adopt Resolution 2018-XX Authorizing grant application to Florida Department of Economic Opportunity For Innovation District Initiatives	

RESOLUTION 2018-__
COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR FISCAL YEAR 2018 – 2019; AUTHORIZING THE CITY MANAGER TO EXECUTE THIS AUTHORIZATION; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Economic Opportunity is supplying grants to communities to further diversify their economies; and

WHEREAS, the City of Palm Coast recognizes the opportunity the grant could provide for the Innovation District; and

WHEREAS, the grant would allow for a consult to develop, assess, and recommend initiatives for the Innovation District to further economic growth; and

WHEREAS, the City of Palm Coast desires to submit an application to the Florida Department of Economic Opportunity for the Community Technical Assistance Grant.

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

SECTION 1. AUTHORIZATION THE SUBMISSION OF APPLICATION.

The City Council of the City of Palm Coast hereby authorizes the submission of the application for the Community Planning Technical Assistance Grant to the Florida Department of Economic Opportunity for Fiscal Year 2018 – 2019.

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager is hereby authorized to execute the Community Planning Technical Assistance Grant for Fiscal Year 2018 – 2019.

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

Approved as to form and legality

William E. Reischmann, Jr., Esq.

City of Palm Coast, Florida Agenda Item

Agenda Date: 05/01/2018

Department	CITY CLERK	Amount
Item Key	3231	Account
Subject	DISCUSSION ON COUNCIL VACANCY PROCEDURE	
Background :	<p>At the April 24, 2018 Workshop, Council Member Steve Nobile announced his resignation effective for May 16, 2018. The City Charter states that the remaining Council Members are to fill the vacancy within 30 days of a vacancy.</p> <p>The proposed timeline for the procedure of filling Seat 4 will be as follows:</p> <ul style="list-style-type: none">May 2, 2018 - Send out letters to former Council Members, Board/Committee Members and Citizen Academy graduates residing in District 4Advertise for applications on City website and in the News TribuneMay 21, 2018 @ 5:00 p.m. - Applications dueMay 29, 2018 workshop - Review and shortlist applicants to be interviewedJune 4, 2018 through June 8, 2018 – One-on-One InterviewsJune 12, 2018 Special Meeting - Appointment to Seat 4	
Recommended Action :	For discussion and direction.	



CITY OF PALM COAST

CITY ACCEPTS APPLICATIONS FOR DISTRICT #4 COUNCIL SEAT LIMITED APPOINTMENT

The City of Palm Coast is accepting applications from citizens residing in District #4 who are interested in appointment to the upcoming vacant City Council seat.

Applicants must be registered voters of Flagler County and qualified electors of the City of Palm Coast who not only reside within District #4, but maintain a residency within the District for at least 45 weeks of each year.

Applicants must be available to attend regular City Council meetings on the first Tuesday at 6:00 p.m. and the third Tuesday at 9:00 a.m. of each month. They also must be available for City Council Workshops on the second and the last Tuesdays of each month at 9:00 a.m.

Applications are available on the City's website www.palmcoastgov.com/council or by contacting the City Clerk at vsmith@palmcoastgov.com

Interested citizens must submit an application, letter-of-interest, and a resume, to the Palm Coast City Clerk's Office no later than 5:00 p.m. on Monday, May 21, 2018. This is a limited appointment for the remainder of Council Member Steve Nobile's term, which will end November 2018.

If you are unsure of the District in which you reside or have any other questions relating to this appointment, please contact the City Clerk's Office, City of Palm Coast, 160 Lake Avenue, Palm Coast 32164; phone - 386-986-3713; fax – 386-986-3714; email to vsmith@palmcoastgov.com.

###



APPLICATION

Thank you for your interest in serving the City of Palm Coast. This is for the remainder of Council Member Steve Nobile's term, which will end November 2018. This is a limited appointment. **Applications are due on May 21, 2018 @ 5:00pm.**

Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for the appointment of District 4.

Please be advised that background screening of all applicants is required.

PLEASE ATTACHED RÉSUMÉ

- * Applicants must reside in District 4, maintain residency in District 4 for duration of appointment, and must reside in District 4 for at least 45 weeks in the year.
- * Council Members are required to file a Financial Disclosure Form 1 with the City Clerk at time of appointment and **ANNUALLY** thereafter with the Flagler County Supervisor of Elections.

CITY COUNCIL MEMBERS ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

1. PERSONAL

Name: _____ E-mail address _____

Residence Address: _____ District # _____

City: _____ State: _____ Zip: _____

Mailing Address (If Different from Residence): _____

Home Phone _____ Business Phone: _____

Date of Birth: _____ Place of Birth: _____

How long have you been a permanent resident of Palm Coast? _____

Do you reside in District 1 for at least 45 weeks in the year? ___ Yes ___ No

What year did you become a continuous resident of the City of Palm Coast? _____

List all places of residence for the last five years.

Address	City & State	From	To

Are you a registered voter in Flagler County? Yes No

Have you ever used or been known by any other legal name? Yes No

If yes, explain: _____

Are you a citizen of the United States? Yes No

If no, explain: _____

6. QUALIFICATIONS FOR APPOINTMENT

State your experiences and interests or elements of your personal history that qualify you for this appointment.

Have you received any degree(s), professional certification(s), or designation(s) related to the subject matter of this appointment? If yes, list below: Yes No

Do you currently hold any office or position (appointive, civil service, or other) with any government entity? If yes, list below: Yes No

Have you ever been elected or appointed to any public office? If yes, list below: Yes No

<u>Office Title</u>	<u>Date of Election or Appointment</u>	<u>Term of Office</u>	<u>Level of Government</u>
---------------------	--	-----------------------	----------------------------

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the City of Palm Coast to which you have been appointed or are seeking appointment? Yes No If yes, explain below:

<u>Name of Business</u>	<u>Relationship to the Business</u>	<u>Business Relationship to Agency</u>
-------------------------	-------------------------------------	--

Have you held or do you hold any occupational or professional licenses(s) in the State of Florida? Yes No If yes, provide the information below. If any disciplinary action (fine, probation, suspension, revocation, disbarment, etc.) has been taken against you by the issuing authority, state the type and date of this action.

<u>License/certificate Title & No.</u>	<u>Original Date of Issuance</u>	<u>Issuing Authority</u>	<u>Disciplinary Action/Date</u>
--	----------------------------------	--------------------------	---------------------------------

How do you believe that your education, experience, talents and skills will benefit the work of the City Council and are you willing to act as a decision maker and not as an advocate, as required by law?

7. REFERENCES – Please list three references (business and/or personal)

Name, Address & Telephone Number

Name, Address & Telephone Number

Name, Address & Telephone Number

8. ACKNOWLEDGMENT

If required by law, will you file a financial disclosure statement? Yes No

I understand the responsibilities associated with being a member of the City Council and that I am subject to financial disclosure laws and ex parte communications rules and that I will be subject to the Code of Ethics for Public Officers and Employees and City rules of conduct.

I certify that I have adequate time to serve if appointed and that I will serve in accordance with the requirements of the City Council to which I am appointed.

Further, by executing this application below, I am authorizing City staff to perform a personal background screening, which shall include a general criminal records check and other checks relative to City Council for which I am applying.

Signature

Date

RETURN TO: **City Clerk's Office**
 City of Palm Coast
 160 Lake Avenue
 Palm Coast, Florida 32164

PHONE: **386-986-3713**
FAX: **386-986-3714**
EMAIL: **vsmith@palmcoastgov.com**
WEBSITE: **www.palmcoastgov.com**

ALL CITY COUNCIL MEMBERS ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

***SUNSHINE LAW:** The primary purpose of Government in the Sunshine Law is to assure public access to the decision-making processes of public boards and commissions. The Sunshine Law extends to discussions and deliberations as well as to formal actions taken by boards and commissions.



City of PALM COAST

Administrative Services & Economic Development
Office of the City Clerk

160 Lake Avenue
Palm Coast, FL 32164
386-986-3713

May 2, 2018

To Our Dedicated Board/Committee and Citizens Academy Members:

The City of Palm Coast would like to invite you to consider taking on a more dynamic leadership role in your City government. You have already shown your genuine support for Palm Coast, via Board/Committee or Citizens Academy participation. With the resignation of Council Member Steve Nobile, the City Council is now accepting applications to fill Mr. Nobile's District 4 vacant Council seat for June 2018 through mid-November 2018. This is a limited appointment.

Qualifications are as follows:

- Applicants must be registered voters of Flagler County and qualified electors of the City of Palm Coast who reside within District 4 and maintain a residency within the District for at least 45 weeks of each year.
- Applicants must be available to attend regular City Council meetings on the first Tuesday of each month at 6:00 p.m. and the third Tuesday of the month at 9:00 a.m. They also must be available on the second and last Tuesdays of the month at 9:00 a.m. for City Council Workshops.

If you are interested in making a difference for your fellow citizens and applying for City Council, please send a letter of interest and your resume to Virginia Smith, City Clerk, no later than May 21 at 5:00 p.m. You may hand-deliver your application or you may send it by mail, fax, or email.

Please consider this opportunity to serve your community further by applying for the open City Council seat. I look forward to hearing from you.

Sincerely,

Virginia A. Smith, MMC, CP
City Clerk/Paralegal
vsmith@palmcoastgov.com



please recycle

palmcoastgov.com

City of Palm Coast, Florida

Agenda Item

Agenda Date : 05/01/2018

Department	Information Technology	Amount
Item Key		Account
Subject	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	
Background :		
<u>Update from the April 24, 2018 Workshop</u>	This item was heard by City Council at their April 24, 2018 Workshop. There were no changes suggested to this item.	
<u>Original background from the April 24, 2018 Workshop</u>	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:	
	<ol style="list-style-type: none">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.	
Recommended Action :	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.	

RESOLUTION 2018 - ____
OPTION AND GROUND LEASE AGREEMENT
WITH DIAMOND TOWERS V LLC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AN OPTION AND GROUND LEASE AGREEMENT WITH DIAMOND TOWERS V LLC FOR CONSTRUCTION OF A TELECOMMUNICATIONS TOWER AT 1505 PALM HARBOR PARKWAY (FIRE STATION 24); AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast contracted with Diamond Towers V, LLC to improve wireless services in the City of Palm Coast; and

WHEREAS, Diamond Towers V, LLC desires to construct a monopole style tower facility at the 1505 Palm Harbor Parkway (Fire Station 24), which will have the potential to accommodate at least four carriers; and

WHEREAS, Diamond Towers V, LLC has expressed a desire to lease said property; and

WHEREAS, the City of Palm Coast desires to lease said land to Diamond Towers V, LLC for the construction of a wireless communication facility.

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

SECTION 1. APPROVAL OF OPTION AND GROUND LEASE AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Option and Ground Lease Agreement with Diamond Towers V, LLC as attached hereto and incorporated herein by reference as Exhibit "A".

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the Option and Ground Lease Agreement 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 approved 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-Option and Ground Lease Agr. 1505 Palm Harbor Parkway (FS 24)

Approved as to form and legality

William E. Reischmann, Jr., Esquire
City Attorney

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 (5th) 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 (10th) 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 (1st) 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 eights 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:

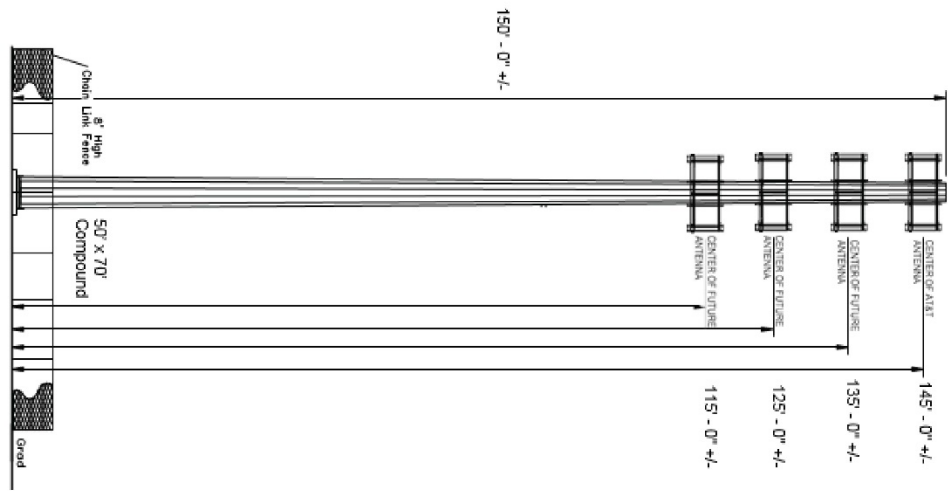
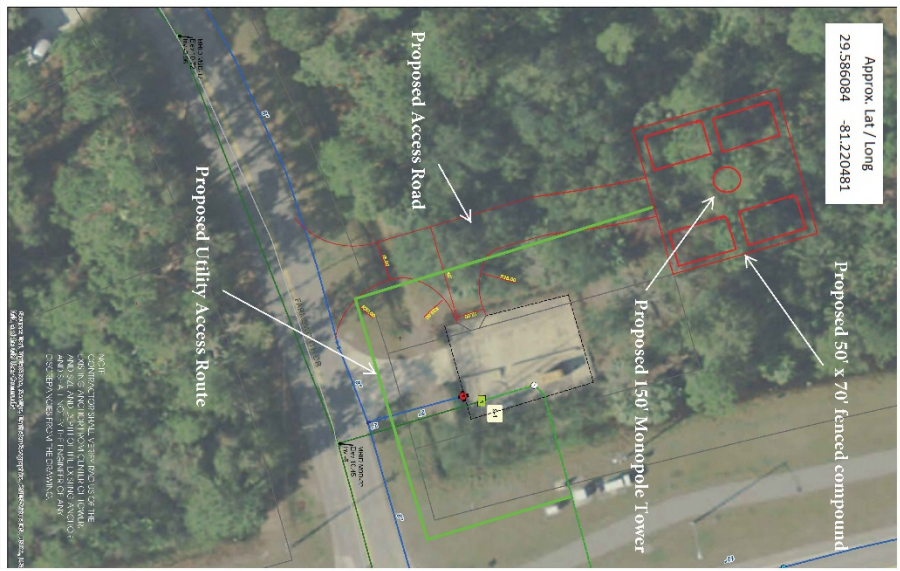
A PARCEL OF LAND BEING A PORTION OF RESERVED PARCEL "F" ACCORDING TO THE SUBDIVISION MAP FLORIDA PARK - SECTION - 9, PALM COAST AS RECORDED IN MAP BOOK 6, PAGES 36 THROUGH 42 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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.



① SITE PLAN
NTS

REVISIONS	DATE
1	



Diamond
Communications LLC
820 Morris Turnpike
Short Hills NJ 07078

SITE NAME
Fire Station #24
SITE NUMBER

DATE	BY	REVISION

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 easment 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.

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

Witness:

**“GRANTOR”
CITY OF PALM COAST, FLORIDA**

Print:

Exhibit Only – Not for Signature

Name: _____

Title: _____

Date: _____

Print:

Attest:

STATE OF _____)
) ss:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 201_, by _____, City Manager of the City of Palm Coast, Florida, who is personally known to me.

Notary Public: _____

My Commission Expires: _____

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:

DIAMOND TOWERS V LLC

Witness:

Witness:

By:
Name:
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: 05/01/2018

Department	Community Development	Amount	\$89,385.00
Item Key	3187	Account	#54029082-063000-85003
Subject	RESOLUTION 2018-XX APPROVING A WORK ORDER TO MCKIM & CREED, INC., FOR ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR THE WHITEVIEW PKWY FORCEMAIN CROSSING PROJECT.		
Background :			
<u>Update from the April 24, 2018 Workshop</u>			
This item was heard by City Council at their April 24, 2018 Workshop. There were no changes suggested to this item.			
<u>Original background from the April 24, 2018 Workshop</u>			
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.			
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.			
SOURCE OF FUNDS WORKSHEET FY 2018-2019			
Utility Capital Project- 54029082-063000-85003			\$2,130,000.00
Total Expenses/Encumbered to date			510,462.79
Current Contract			<u>89,385.00</u>
Balance			\$1,530,152.21
Recommended Action :			
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 1st 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

CITY APPROVAL

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

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.

FUC MATRIA
CITY OF DAI M COAST
FEBRUARY 2015
WHITEVIEW PARKWAY FORCE MAIN CROSSING
PROPOSAL FOR DESIGN, SURVEY, PERMITTING, BIDDING, AND CONSTRUCTION SERVICES

ITEM NO.	DESCRIPTION	Senior Project Manager		Senior Project Engineer		Project Engineer		QA/QC Engineer		Administrative Assistant		Subcontractor (Per cent of Total Fee)	Subcontractor (Per cent of Construction Fee)	Other Expenses	TOTAL FEE (\$)
		\$/HR	HR	\$/HR	HR	\$/HR	HR	\$/HR	HR	\$/HR	HR				
I PERMITTING & DATA COLLECTION															
11	Initial Project Management/Pre-contract Risk Mitigation	5	5.00	6	30.00			2	20.00	10	20.00				
12	Field Data Collection and Surveying			3	15.00					2	10.00				
13	Coordinate Data Collection			2	10.00										
TOTAL SUBTOTAL			5.00		45.00					12.00	30.00				87.00
J PERMITS SERVICES															
14	Regulatory Review for Force Main (M&E) Permitting			2	10.00								10.00		
15	Permitting Review and Legal/Environmental Clearance			2	10.00								10.00		
16	Prepare Permit Manual			12	60.00					21	42.00				
17	QA/QC Review			18	90.00			10	50.00						
18	DES Design					15	75.00								
19	RFI and RFI Review Meetings with City Staff/Utility Dept			10	50.00										
20	Construction of Permitting Case to City, Water Utility, through Technical Services			8	40.00								10.00		
21	Utility Review/Quality Control	10	50.00												
22	Utility Review/Quality Control							2	10.00	2	10.00				
TOTAL SUBTOTAL			52.00		210.00		75.00		12.00	23	46.00		20.00		307.00
K PREPARE PERMIT APPLICATIONS															
23	Initial Review/Consulting/Permits							2	10.00	2	10.00				
24	Submit EIR/EIS Permit Application			3	15.00					6	30.00				
25	Permit Preparation for EIR/EIS			3	15.00					6	30.00				
26	Submit EIR/EIS Permit Application			3	15.00			4	20.00	6	30.00				
27	Permit Preparation for EIR/EIS			4	20.00					8	40.00				
TOTAL SUBTOTAL					13.00				12.00	24	48.00				68.00
L NEGOTIATION AND BIDDING															
28	Pre-Bid Meeting			4	20.00					8	40.00				
29	Pre-bid/Proposal Address			4	20.00					8	40.00				
30	RFI/Proposal Address			3	15.00					6	30.00				
31	Final Bid Evaluation and Recommendation of Award Letter			4	20.00					8	40.00				
TOTAL SUBTOTAL					16.00					30	60.00				76.00
M POST-DESIGN CONSTRUCTION SERVICES															
32	Initial Post-Construction and Close Monitoring			3	15.00					6	30.00			2.00	
33	Review/Start/Close-up and Close-up			4	20.00					8	40.00				
34	Final Report/Start/Close-up and Close-up			4	20.00			2	10.00	4	20.00				
35	Review/Close-up/Close-up			5	25.00					10	50.00				
36	Final Report/Close-up			4	20.00					8	40.00			2.00	
37	Review/Close-up/Close-up			4	20.00					8	40.00			2.00	
38	Review/Close-up/Close-up			4	20.00					8	40.00			2.00	
39	Review/Close-up/Close-up			4	20.00					8	40.00			2.00	
40	Review/Close-up/Close-up			4	20.00					8	40.00			2.00	
41	Review/Close-up/Close-up			4	20.00					8	40.00			2.00	
TOTAL SUBTOTAL			17	85.00		21	105.00		21	105.00	10	50.00		4.00	249.00
TOTAL			74	370.00		218	1090.00		54	270.00	54	270.00		24.00	1064.00
TOTAL PERCENTAGE OF TOTAL FEE															
PERCENTAGE OF TOTAL FEE															
PERCENTAGE OF TOTAL FEE															
TOTAL PROPOSAL															

City of Palm Coast, Florida

Agenda Item

Agenda Date: 05/01/2018

Department	UTILITY	Amount	\$62,000.00
Item Key	3179	Account	# 54029088 063000 81019
Subject RESOLUTION 2018-XX APPROVING A WORK ORDER TO CONNECT CONSULTING INC., FOR THE REBUILD/REHABILITATION AND TESTING OF SW-4R.			
<p>Background : <u>Update from the April 24, 2018 Workshop</u> This item was heard by City Council at their April 24, 2018 Workshop. There were no changes suggested to this item.</p> <p><u>Original background from the April 24, 2018 Workshop</u> 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.</p> <p>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.</p>			
SOURCE OF FUNDS WORKSHEET FY 2018			
Utility Capital Projects Fund (54029088-063000-81019)			\$2,880,000.00
Total Expenses/Encumbered to Date			872,344.20
Pending Work Orders/Contracts			158,500.00
Current Work Order			<u>62,000.00</u>
Balance			\$1,787,155.80
Recommended Action : 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 /2018

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** (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 /2018

5. **DESCRIPTION OF SERVICES** (chose 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

CITY APPROVAL

By: David S. Robertson

By: _____

Print: David S. Robertson

Print Name: _____

Title: President

Title: Assistant City Manager or Designee

Date: 15-March-2018

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

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
TOTAL		\$62,000.00

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

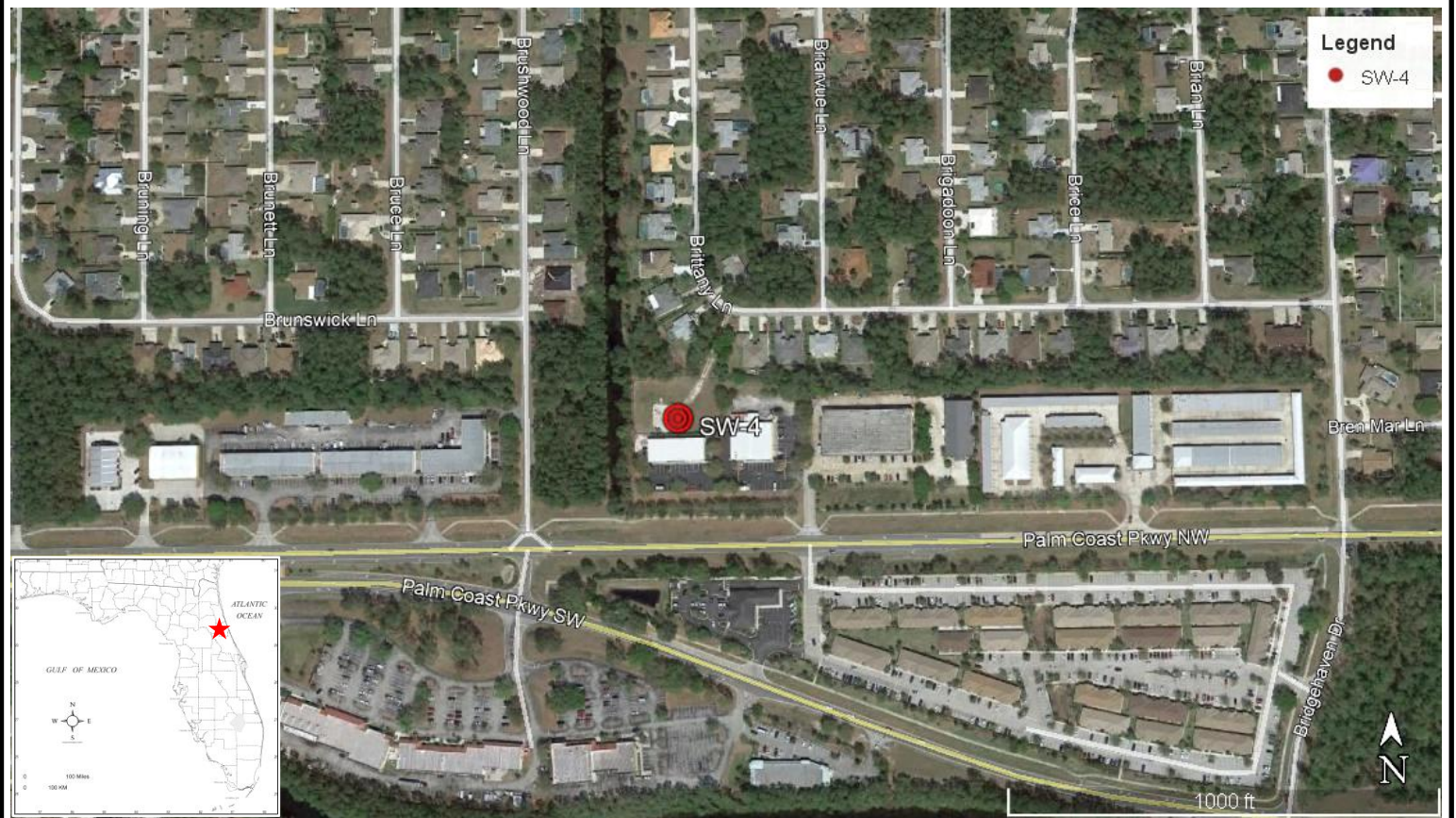
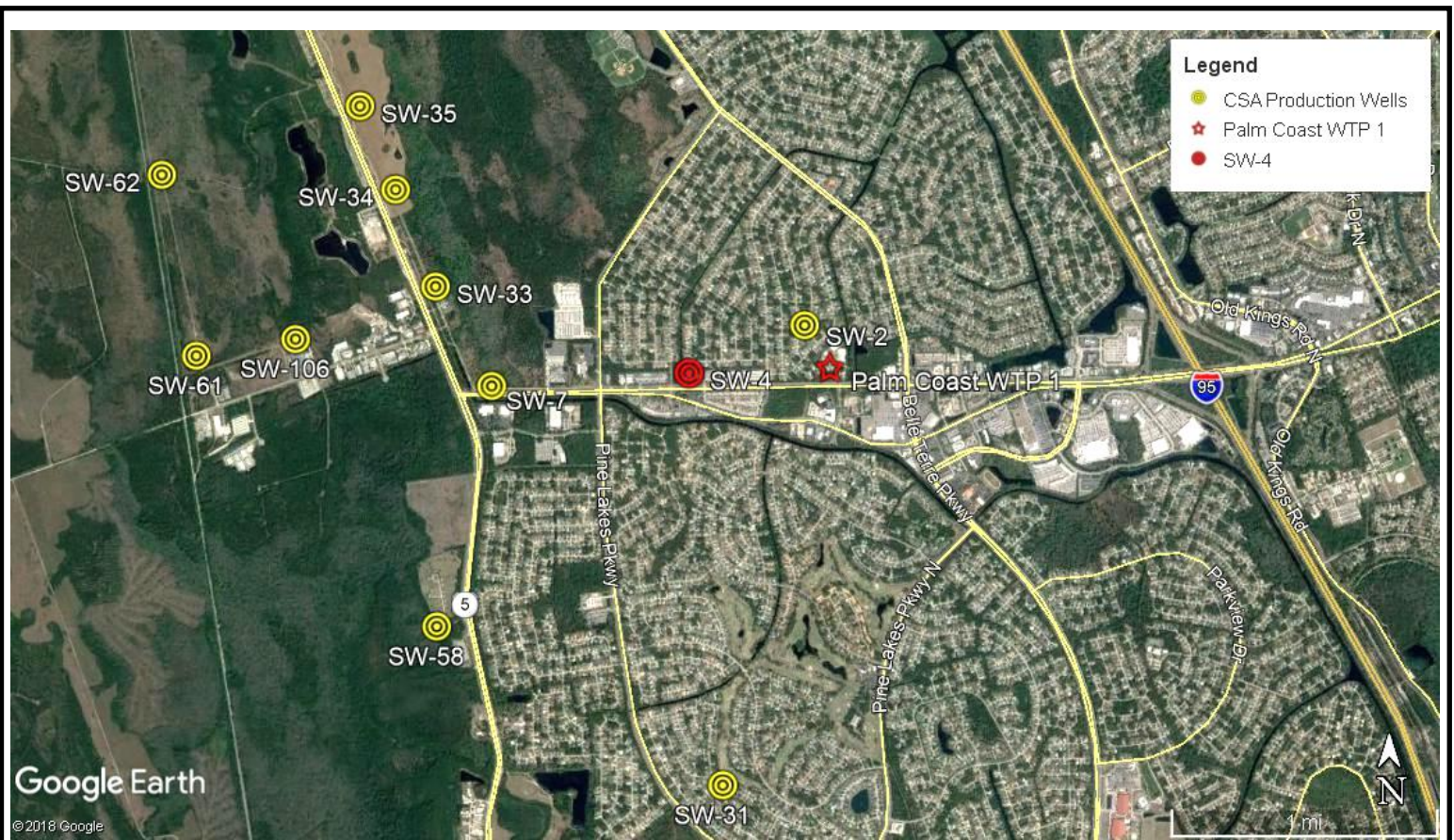
Gary E. Eichler, P.G
Principal Hydrogeologist

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 # 2737

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

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

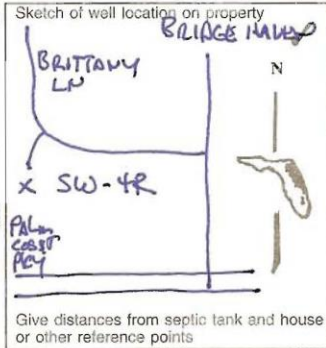
WELL LOCATION: Site Address BRITANNY LAKE (County) FLAGLER

_____ 1/4 of _____ 1/4 of Section _____ Twp: 11S Rge: 30E

Latitude 29.3326 Longitude 81.1533

DATE STAMP _____

Official Use Only



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 COAST

COMPLETION DATE 6/28/06 Florida Unique I.D. _____

WELL USE: DEP/Public Irrigation _____ Domestic _____ Monitor _____

HRS Limited _____ 62-524 _____ Other _____

DRILL METHOD Rotary [] Cable Tool [] Combination

[] Jet [] Auger Other _____

Measured Static Water Level 14' Measured Pumping Water Level 38'

After 6 Hours at 310 G.P.M. Measuring Pt. (Describe): TOC

Which is 2 Ft. [X] Above [] Below Land Surface

Casing: [] Black Steel [] Galv. [] PVC Other STAINLESS STEEL

Casing Diameter & Depth (Ft.)	Depth (Ft.)		DRILL CUTTINGS LOG Examine cuttings every 20 ft. or at formation changes. Note cavities, depth to producing zones. Color Grain Size Type of Material
	From	To	
Diameter <u>16"</u> From <u>0</u> To <u>45'</u>	0	20	<u>FINE, MED SAND</u>
	20	30	<u>DR. BROWN, MED. SAND</u>
	30	40	<u>GRAY MED SAND & CLAY</u>
	40	50	<u>BUFF, MED SAND & SHELL</u>
Diameter <u>10"</u> From <u>0</u> To <u>47'</u>	50	60	<u>BUFF, SAND & SHELL, SOME CL</u>
	60	90	<u>BUFF, SAND & SHELL</u>
	90	105	<u>GRAY LMS</u>
	105	110	<u>DR. CLAYED clay</u>
Liner [] or Casing []			
Diameter _____			
From _____			
To _____			
<u>SCREEN</u>			
<u>10"</u>			
<u>47-105</u>			

Driller's Name: GEORGE FRIEDMAN
(print or type)



City of Palm Coast, Florida

Agenda Item

Agenda Date: 05/01/2018

Department	UTILITY	Amount	\$88,500.00
Item Key	3188	Account	# 54029088 063000 84004
Subject RESOLUTION 2018-XX APPROVING A WORK ORDER TO CONNECT CONSULTING INC., FOR THE PUMP INSPECTION AND REHABILITATION OF WELL LW-49			
Background:			
<u>Update from the April 24, 2018 Workshop</u>			
This item was heard by City Council at their April 24, 2018 Workshop. There were no changes suggested to this item.			
<u>Original background from the April 24, 2018 Workshop</u>			
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.			
SOURCE OF FUNDS WORKSHEET FY 2018			
Utility Capital Projects Fund	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
Balance			\$58,797.65
Recommended Action :			
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:

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

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 (CO₂) gas that was injected into the open hole. The CO₂ 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 UFA – Upper Floridan aquifer
 GPM – Gallons per minute

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		\$88,500.00

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

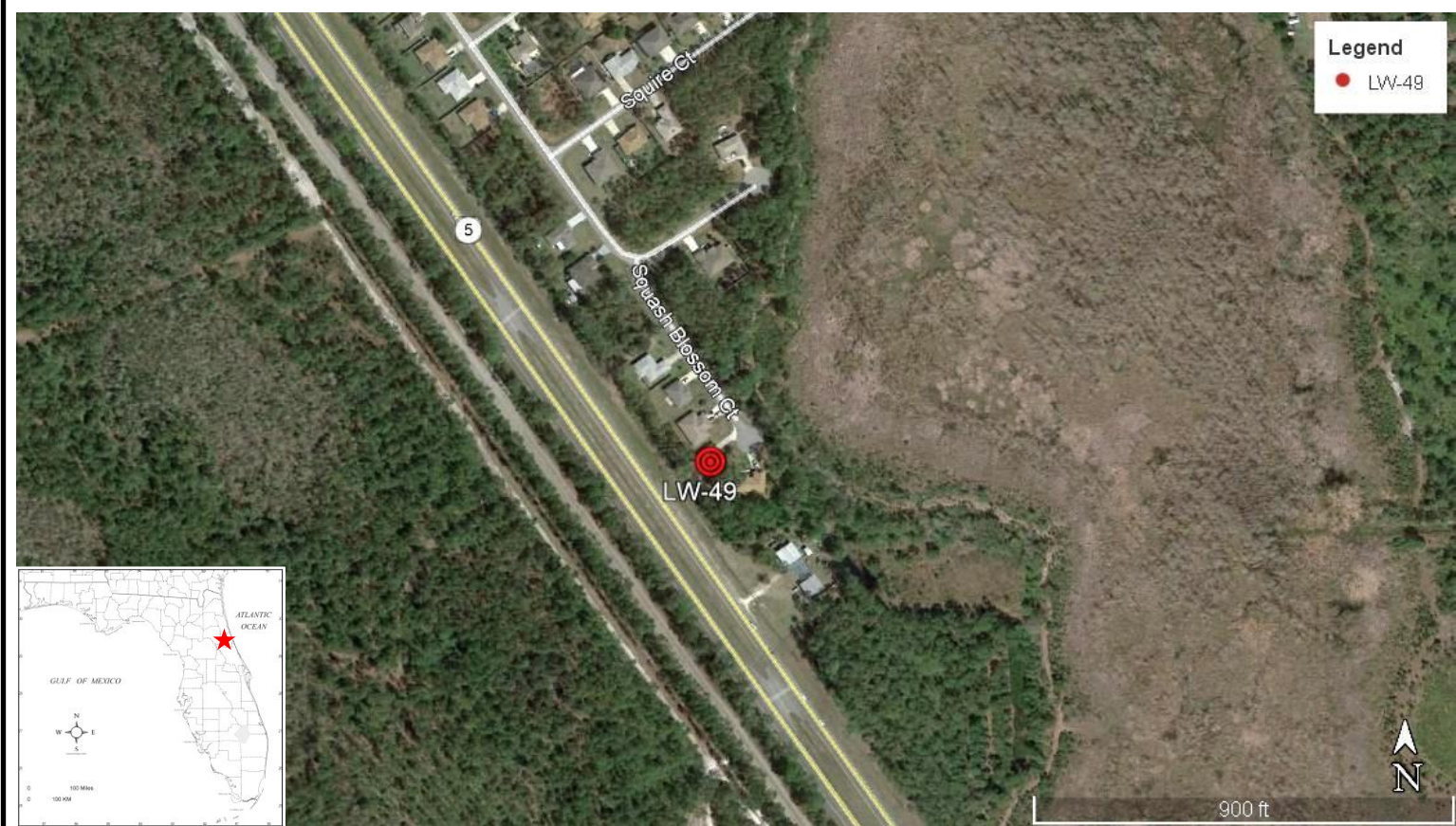
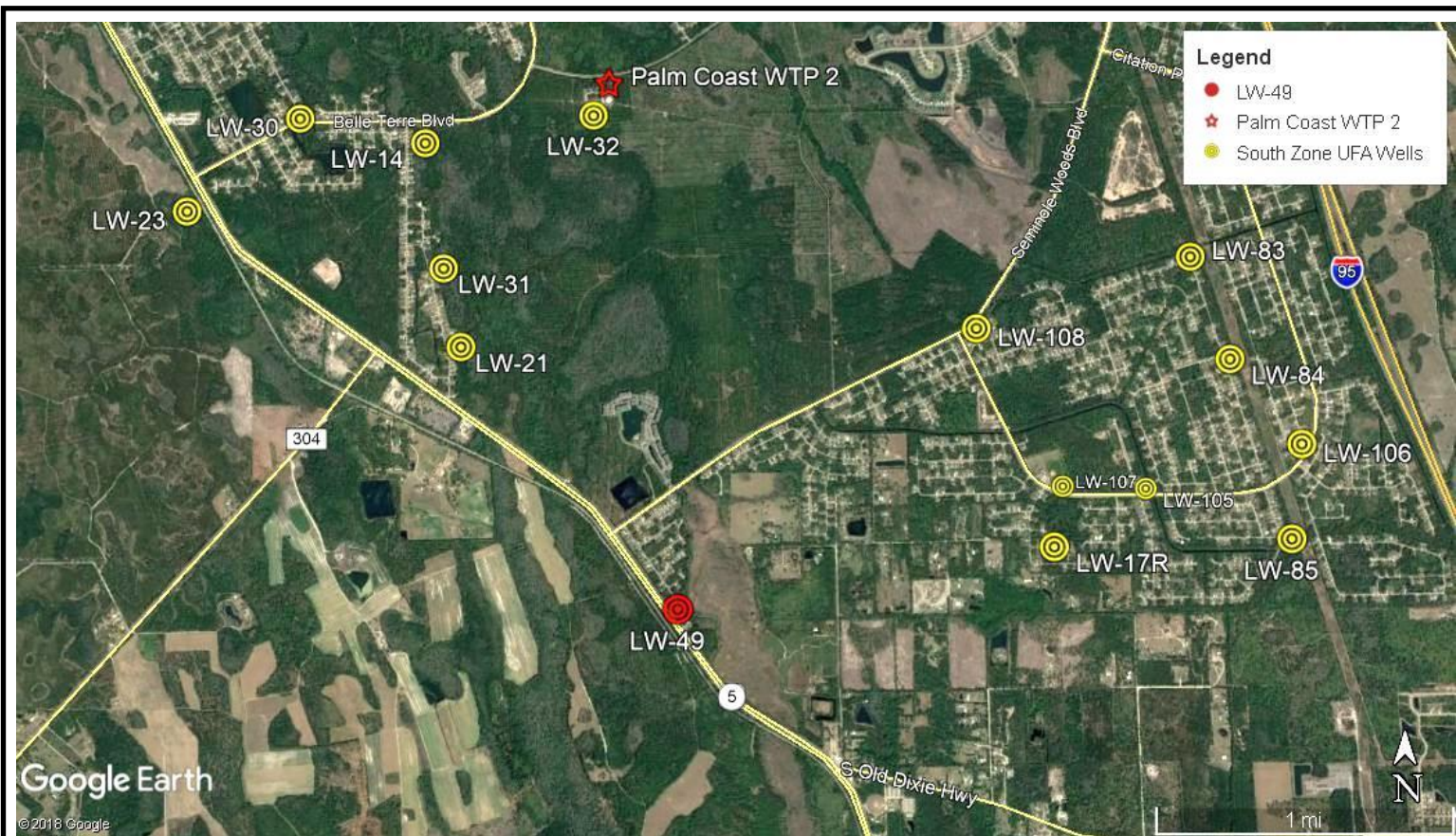
Gary E. Eichler, P.G
Principal Hydrogeologist

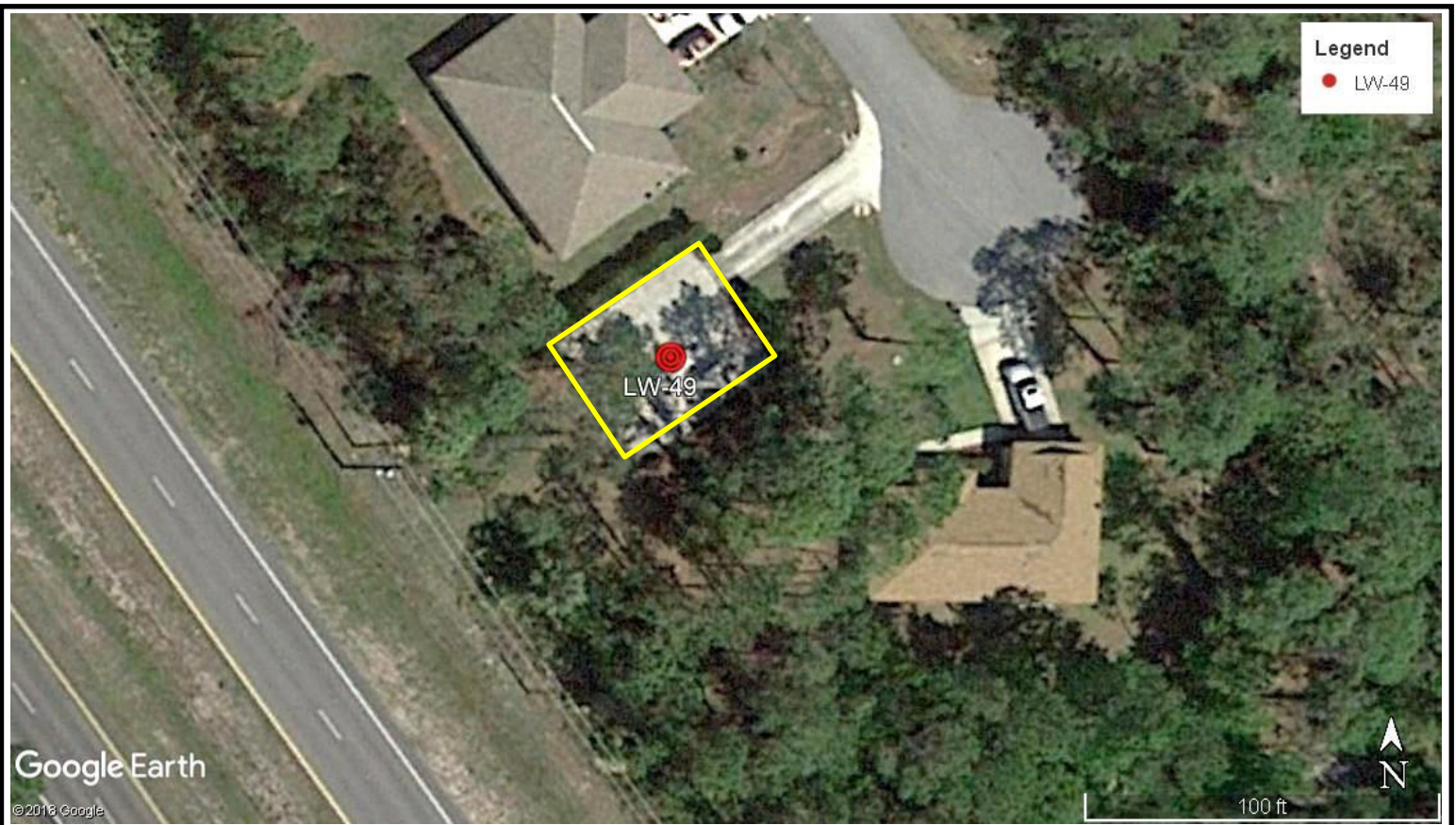
David S. Robertson

David S. Robertson, P.G
Principal Hydrogeologist

Cc: Richard Adams
Jim Hogan
Thomas Freeman
Jim Andersen

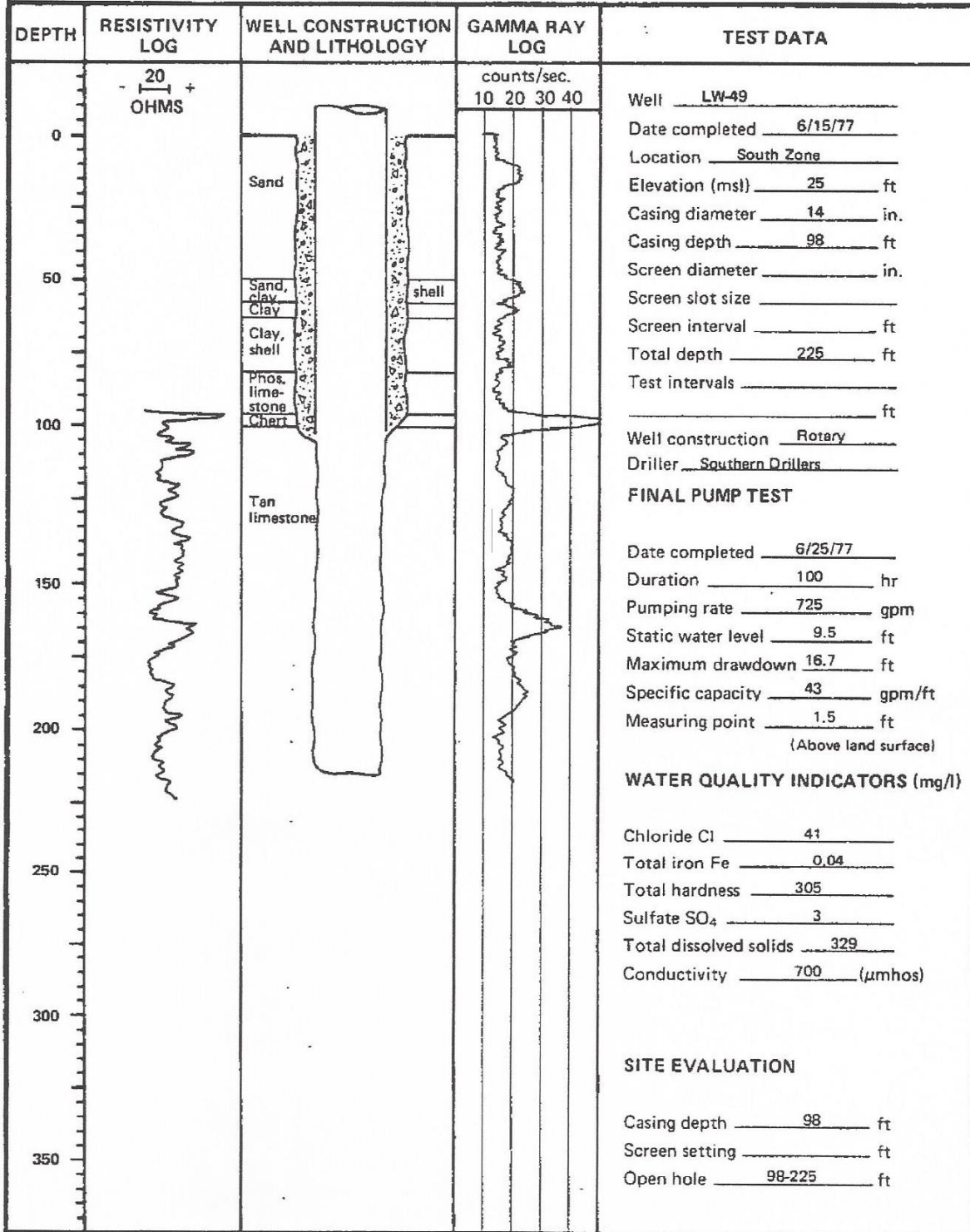
FIGURES





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

WELL COMPLETION REPORT



Project No. 184-7601-5

D - 2



City of Palm Coast
LW-49 – Pump Inspection & Repair and
Well Evaluation & Rehabilitation
Palm Coast, Flagler County, Florida

Original Well
Completion Report

Figure 3



City of Palm Coast, Florida Agenda Item

Agenda Date: 05/01/2018

Department	UTILITY	Amount	\$89,000.00
Item Key	3186	Account	# 54029000 034000
Subject	RESOLUTION 2018-XX APPROVING A WORK ORDER FOR CONNECT CONSULTING INC., FOR PROFESSIONAL SERVICES TO MODIFY CONSUMPTIVE USE PERMIT NO. 1947		
Background :			
<u>Update from the April 24, 2018 Workshop</u>			
This item was heard by City Council at their April 24, 2018 Workshop. There were no changes suggested to this item.			
<u>Original background from the April 24, 2018 Workshop</u>			
<p>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.</p> <p>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.</p> <p>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.</p>			
Source of Funds Worksheet FY 2018			
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>
Balance			\$82,112.71

Recommended Action:

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

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

**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 BCM

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 : 05/01/2018

Department	Community Development	Amount	\$233,500.00
Item Key	3173	Account	54029082-063000-82002
Subject	RESOLUTION 2018-XX APPROVING A CONTRACT WITH SGS CONTRACTING SERVICES, INC., FOR THE CONSTRUCTION OF THE WWTP NO. 1 ODOR CONTROL PROJECT		
Background:			
<u>Update from the April 24, 2018 Workshop</u>			
This item was heard by City Council at their April 24, 2018 Workshop. There were no changes suggested to this item.			
<u>Original background from the April 24, 2018 Workshop</u>			
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.			
The Construction Management & 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.			
This project is in the Utility 5-Year Capital Improvement Plan and the construction is budgeted for Fiscal Year 2017-18.			
SOURCE OF FUNDS WORKSHEET FY 2017-18			
Utility Capital Project-WW Plant Expansion		54029082-063000-82002	\$ 4,770,000.00
Total Expenses/Encumbered to date			\$914,146.76
Current Work Order/Contracts			<u>\$233,500.00</u>
Balance			\$3,622,353.24
Recommended Action :			
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



city of PALM COAST

Administrative Services & Economic Development
Central Services Division

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

NOTICE OF INTENT TO AWARD

Project: ITB-UT-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
SGS Contracting Services, Inc. High Springs, FL	\$233,500.00
Petticoat-Schmitt Civil Contractors, Inc Jacksonville, FL	\$259,690.00
TLC Diversified, Inc. 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) 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.





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
Total	100 pts	



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 : 05/01/2018

Department	CITY CLERK	Amount
Item Key	3234	Account
		#
Subject	CALENDAR/WORKSHEET	
Background :		
Recommended Action :		



Meeting Calendar for 5/2/2018 through 6/30/2018

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

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



Meeting Calendar for 5/2/2018 through 6/30/2018

6/5/2018 10:00 AM

Animal Control Hearing
City Hall

6/5/2018 6:00 PM

City Council
City Hall

6/6/2018 10:00 AM

Code Enforcement Board
City Hall

6/12/2018 9:00 AM

City Council Workshop
City Hall

6/19/2018 9:00 AM

City Council
City Hall

6/20/2018 5:30 PM

Planning & Land Development Regulation Board
City Hall

6/26/2018 9:00 AM

City Council Workshop
City Hall

6/28/2018 5:00 PM

Beautification and Environmental Advisory Committee
City Hall

#	File #	Item	Title	Staff
			Workshop 5/8/2018	
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		Resolution	FiberNet	Viscardi
			Business 5/15/2018	
1		Resolution	Dunes CDD easement	Butler
2		Resolution	Pipe Replace/Rehab	Cote/Peel
3		Proclamation	Kids to Park Day	Lane
4		Proclamation	Drug Court Month	Lane
5		Ordinance 2nd	40 Colechester	Meehan
6		Ordinance 2nd	Airport Area Overlay Master Plan	Meehan
7		Resolution	FiberNet	Viscardi
			Workshop 5/29/2018	
1		Presentation	Fund Accounting and Long Term Planning	Alves/Williams
2		Presentation	Executive Search Firms Presentations	Council
			Business 6/5/2018	
1		Presentation	Citizen's Academy Graduation 43	Lane
2		Proclamation	Fire	Lane
			Future	
1		Resolution	Purchase of Wastewater Collection Odor Control Units	Adams/Ashburn
2		Resolution	Master Plan SCADA Telemetry Standardization	Adams/Hogan
3		Resolution	Fixed Base Meter Reading	Adams/Zaleski
4		Resolution	Annual Fire Inspection Fees	Alves
5		Presentation	Property Tax and Other Revenue 6/12	Alves/Williams
6		Presentation	General Fund and TRIM Rate 7/10	Alves/Williams
7		Resolution	Proposed Millage Rate 7/17	Alves/Williams
8		Presentation	Proprietary and Special Revenue Funds 8/14	Alves/Williams
9		Resolution	Budget Workshop - Final Proposed Budget 8/28	Alves/Williams
10		Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
11		Resolution	Purchase/Installation Ozone Odor Control Unit WWTP #1	Blake
12		Resolution	Purchase/Installation Primary Clarifier Process Equipment WWTP #1	Blake

13	Resolution	Interlocal Mala Compra Storm Drain Project	Blake/Kronenberg
14	Presentation	Street Resurfacing Update	Cote
15	Resolution	Bulldog Drive Maintenance Map	Cote
16	Presentation	Finalize 5 Year CIP 7/31	Cote
17	Resolution	Stormwater and Environmental Engineering Services WO	Cote/Peel
18	Resolution	Plan Administrator for Retirement Benefits	Cullen
19	Resolution	Property Exchange NECGA	Falgout
20	Resolution	IA Flagler Schools Fire Truck Donation	Forte
21	Ordinance	Amend LDC Chapter 5 rewrite	Hoover
22	Presentation	Flagler County Health Dept. Update 6/19	Lane
23	Presentation	Citizen's Academy Graduation-10/16 44	Lane
24	Ordinance	Rezone 40 Colchester	Meehan
25	Ordinance 1st	Coastal Trace FLUM	Papa
26	Ordinance 1st	Coastal Trace Rezoning	Papa