



City of Palm Coast
Agenda
CITY COUNCIL BUSINESS
MEETING

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, January 16, 2018

9:00 AM

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.
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A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

D. 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

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E. MINUTES

- 1. MINUTES OF THE CITY COUNCIL
DECEMBER 19, 2017 BUSINESS MEETING
JANUARY 16, 2018 WORKSHOP**

F. PRESENTATIONS

- 2. PRESENTATION OF THE PINK ARMY 5K PROCEEDS DONATION TO THE FLORIDA HOSPITAL-FLAGLER FOUNDATION CANCER FUND**
- 3. PRESENTATION-FLAGLER SCHOOLS AND FLAGLER CARES ON MENTAL HEALTH AWARENESS**

G. RESOLUTIONS AND ORDINANCES

- 4. RESOLUTION 2018-XX APPROVING A CITY-WIDE WIRELESS MASTER PLAN**
- 5. ORDINANCE 2018-XX REPEALING CHAPTER 54 WIRELESS COMMUNICATIONS AND AMENDING CHAPTER 4 OF THE UNIFIED LAND DEVELOPMENT CODE**
- 6. ORDINANCE 2018-XX AMENDING CHAPTER 42 ARTICLE IV COMMUNICATION RIGHTS-OF-WAY**
- 7. ORDINANCE 2018-XX TO REZONE 40 COLECHESTER LANE FROM MFR-1 TO SFR-1**
- 8. RESOLUTION 2018-XX UPDATE TO THE THIRD AMENDED AND RESTATED PALM COAST PARK DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER**

H. CONSENT

- 9. RESOLUTION 2018-XX APPROVING A ONE YEAR CONTRACT WITH AIRSIDE PAVEMENT, INC., TO PROVIDE VARIOUS STRIPING MAINTENANCE SERVICES ON AN AS-NEEDED BASIS.**
- 10. RESOLUTION 2018-XX APPROVING A FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT FOR THE CONSTRUCTION PHASE OF THE LAKEVIEW BLVD MULTI-USE PATH PROJECT**
- 11. RESOLUTION 2018-XX APPROVING PIGGYBACKING THE FLORIDA SHERIFF'S**

**ASSOCIATION CONTRACT WITH ALAN JAY FLEET SALES FOR A FLEET REPLACEMENT
VEHICLE**

**12. RESOLUTION 2018-XX APPROVING A WORK ORDER WITH DRMP, INC., FOR DESIGN
SERVICES FOR IMPROVEMENTS TO BELLE TERRE PKWY AT MARKET AVE/EASTWOOD
DRIVE**

**13. RESOLUTION 2018-XX APPROVING PIGGYBACKING THE CITY OF CLEARWATER
CONTRACT WITH CONCRETE CONSERVATION, INC. TO PURCHASE WASTEWATER
LINER SYSTEMS**

I. PUBLIC PARTICIPATION

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

J. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

K. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

L. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

M. ADJOURNMENT

14. CALENDAR/WORKSHEET

15. ATTACHMENTS TO MINUTES

City of Palm Coast, Florida Agenda Item

Agenda Date : 01/16/2018

Department	CITY CLERK	Amount
Item Key		Account
		#
Subject	MINUTES OF THE CITY COUNCIL DECEMBER 19, 2017 BUSINESS MEETING JANUARY 16, 2018 WORKSHOP	
Background :		
Recommended Action :		



City of Palm Coast Minutes City Council Business

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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, December 19, 2017

9:00 AM

Community Wing

City Staff

Jim Landon, City Manager

William Reischmann, City Attorney

Virginia A. Smith, City Clerk

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A. CALL TO ORDER

VM Cuff called the meeting to order at 9:00 a.m.

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

City Clerk, Virginia Smith called the roll. Mayor Holland was excused.

D. PUBLIC PARTICIPATION

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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.

Robert MacDonald-Code enforcement issues in the R Section. Requested a meeting with CM Nobile and Barbara Grossman.

Steve Carr-I appreciate the jobs that you do, sometimes I do not agree with anything but I wanted to wish you a Merry Christmas and Happy New Year.

Mr. Niedlebock-13 Richmond Drive code violations.

VM Cuff: Code Enforcement issues-Ans: Mr. Landon- Mr. MacDonald gets up periodically and makes his speech and I find it rather offensive as how he addresses City staff and what he says. He knows better. We work very hard in Code Enforcement and there are many, many violations issued every day in the R Section and other sections and it is an ongoing process and to sit here and say that City staff is not doing anything is wrong and offensive. To give us specifics as to what he would like to address in his neighborhood, is appropriate and we look forward to that. The last gentleman said something specific. Almost everytime we get a specific case, we are on it. It takes time. To say there is a boat in the driveway, that does not mean that we haven't already issued the violation or they have three days and they can leave it there and it has only been there for two. It happens all the time. This is an ongoing thing with Mr. MacDonald. If Mr. Nobile wants to meet with them and Barbara, they are welcomed to do that. Some of his comments are not right. Thank you.

CM Nobile: If I could ask you, Mr. Landon, to set up something for me, Barbara and him after the New Year. Ans: Mr. Landon - I will be happy to but I will tell you the last time he requested, we tried to set it up and he wouldn't come. We will try again and we will see if he wants to come this time.

CM Nobile: Give a few dates so I can . . . you know. Ans: Mr. Landon - Yes, we will try to set that up.

Attorney Reischman: The other gentlemen that got up, I actually spoke with him after the last code board meeting and that is an atypical case. Although, Mr. Landon said, this is a process. Code Enforcement is a process. Unless there is a nuisance under our code and law, we can't go onto private property and fix things. We would get sued; we can't do that but there is a process under law, under Florida law. We follow that process and unfortunately, that process does take time. It requires notices and hearings. That is the definition of due process and we have to follow that. We can't do it any other way unless there is a nuisance. When a property is so bad, that is actually a public safety issue and it is a nuisance. At that time, we are allowed by law and fix it proactively. Otherwise, for instance, a boat in the driveway, it is annoying but not a safety issue. It is a code violation but it is not a public safety concern. We are not allowed to go out and just move that boat. It is important to make the distinction. We have a code hearing, got the agenda yesterday, 70 or 80 cases in early January. These cases, we have to set up notices of violations and notices of public hearing under Florida law. I work with code enforcement staff almost daily. Very diligent

employees and it is a very difficult job. We work very hard to keep the City clean and in compliance with our codes as possible.

VM Cuff: I certainly understand your comments as a former code prosecutor. I think Council's concern is making sure citizens' complaints are appropriately addressed and I also take Mr. Landon's comments and hope that something will be able to be set up to address these issues.

E. MINUTES

- 1. MINUTES OF THE CITY COUNCIL**
 - 1. DECEMBER 5, 2017 BUSINESS MEETING**
 - 2. DECEMBER 12, 2017 WORKSHOP**

Pass

Motion made to approved as presented made by Council Member Nobile and seconded by Council Member Shipley

Approved - 4 – Vice Mayor Robert Cuff, Council Member Nick Klufas, Vice Mayor Steven Nobile, Council Member Heidi Shipley

F. PRESENTATIONS

- 2. PRESENTATION OF 2017 ANNUAL INTRACOASTAL WATERWAY CLEANUP RESULTS**

Mr. Landon gave a brief overview of the item. Ms. Denise Bevin presented the results of the 2017 Annual Intracoastal Waterway.

G. RESOLUTIONS

- 3. RESOLUTION 2017-XX APPROVING ANNUAL SERVICES AGREEMENT WITH THE UNIVERSITY OF CENTRAL FLORIDA FOR THE BUSINESS ASSISTANCE CENTER**

R2017-148

Pass

Motion made to Approve made by Council Member Nobile and seconded by Council Member Shipley

Approved - 4 – Vice Mayor Robert Cuff, Council Member Nick Klufas, Vice Mayor Steven Nobile, Council Member Heidi Shipley

Mr. Landon provided a brief overview to this item. Mr. Ray Peter and Mr. Mike Oppenheim presented a PowerPoint presentation, which is attached to these minutes.

CM Shipley- To me this is very unique to have a City get involved and do something like this for free. Is that something we found from another city? Are there other cities that are doing something like this? Ans: Mr. Peter-Yes, there are 900 (SBDC's) throughout the nation. Majority of the centers are located in colleges and universities because it is educationally based but there is a unique relationship in the City of Palm Coast. There are some other areas in Florida that have a City partially funding the effort. If it were not for Palm Coast funding a portion of this, our citizens would have to go to Daytona or St. Augustine for support. Whereas, here, we receive tremendous technology support from the conference rooms here and they are able to utilize our services here.

There were no public comments.

4. RESOLUTION 2017-XX APPROVING THE CDBG CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE PROGRAM YEAR OF OCTOBER 1, 2016 TO SEPTEMBER 30, 2017

R2017-145

Pass

Motion made to approve made by CM Nobile and seconded by CM Shipley

Approved - 4 – Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Steven Nobile, Council Member Heidi Shipley

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

CM Nobile-The delay in the Seminole Woods Path that is just a reallocation of manpower not dollars, correct? Ans: Mr. Papa-Yes.

CM Shipley-Is this half of what we are sending to the rehabs on the houses? We are only doing half that amount this year? Ans: Mr. Papa - The \$300,000 we were able to use included funds from previous years. There is always some carry over from previous years (work) because some work for rehab takes longer and we don't report the accomplishment until it is completely complete. It may have started in fiscal year 2015 but not completed until 2016.

There were no public comments.

5. RESOLUTION 2017-XX APPROVING AN AGREEMENT BETWEEN THE CITY OF PALM COAST AND FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR THE PURCHASE AND INSTALLATION OF A GENERATOR AT CITY HALL

R2017-144

Pass

Motion made to approve made by Council Member Nobile and seconded by Council Member Shipley

Approved - 4 – Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Steven Nobile, Council Member Heidi Shipley

Mr. Landon provided an overview to this item.

CM Nobile: I just hope we take George's advice and when we build it, we put it higher. Ans: Mr. Landon - In this case, it is enclosed. You won't be able to see it. It will be in the same place as our chiller located outside.

VM Cuff-Staff mentioned in their report, there are other projects that are eligible in Flagler County and possibly the City of Palm Coast that were eligible for other grants? Ans: Mr. Landon-This one is just this generator. We have other applications in. There is a countywide application. We actually get together with the other cities and there is a ranking process. One of our priorities that we talk about is to try to get every community get something. We have been pretty successful at that. If you would like more detail, Denise or Brian can give you a little more detail as to what else we have applied for that we might be receiving.

Mr. Brian Matthews: We have been involved with the local mitigation strategy (LMS) since it began which is a preliminary requirement to have an LMS prior to applying for these grants. We created it back in 2004. We have updated it ever since. We played an active role in this grant funding and application process including the ranking. In this particular case, we have, thanks for Mr. Landon, we had applied for ten other generators for wastewater pumping stations which as you know, during power outages have some issues. Mr. Landon prompted us, "maybe if other applications don't make it through and there is extra funding available, maybe we should apply for more." We applied for 30 generators and while we have not received our final approval yet. We have been told it is on the way. That is the equivalent of about \$1.6 million of which the City will pay about 25% or \$400,000.

We had six applications for five generators each, total of 1800 pages that we turned in. It is not light work.

CM Klufas: Are we going to allocate the difference in what we had budgeted for the generator in the capital projects fund for the additional generators that will be coming through for the next two or three years. Ans: Mr. Landon - the generators that will be for the utilities will come out of the Utility Capital Fund. But yes, capital dollars will stay here.

There were no public comments.

H. CONSENT

6. RESOLUTION 2017-XX APPROVING A LANDSCAPE CONSTRUCTION AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

R2017-147

Pass

Motion made to adopted on consent made by Council Member Nobile and seconded by Council Member Shipley

Approved - 4 – Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Steven Nobile, Council Member Heidi Shipley

7. RESOLUTION 2017-XX APPROVING CONTRACTS WITH G.E.M. STONE CONTRACTORS INC. AND S.E. CLINE, INC. FOR PEP TANK INSTALLATION AND REPLACEMENT SERVICES

R2017-153

Pass

Motion made to approve made by Council Member Nobile and seconded by Council Member Shipley

Approved - 4 – Vice Mayor Robert Cuff, Council Member Nick Klufas, Vice Mayor Steven Nobile, Council Member Heidi Shipley

Mr. Mayo requested this item be discussed.

Mr. Mayo-Is this something that the City does on its own? I believe we replace and repair our own pep tank. Is this something going forward that is a new operation? Ans: Mr. Landon- We have both installing new pep tanks for new homes located in a pep area and also replacing those that have failed for a different reasons. We do have crews that perform that task except for there are times when we have more than our crews can handle. After a major rain storm, wet ground will cause a cave in or when we have a push with new construction and the contractors can't move forward until the City gets out there. We will continue that program and we will continue to have our crews do the new and replacements but when we need help this is . . . we can call on either one of these contractors. Both of them already perform this service for us. This is a continuation of what we are doing today.

8. RESOLUTION 2017-XX APPROVING PIGGYBACKING THE LAKE COUNTY CONTRACT WITH PORT CONSOLIDATED, INC., TO PURCHASE FUEL PRODUCTS

R2017-149

Pass

Motion made to adopt on consent made by Council Member Nobile and seconded by Council Member Shipley

Approved - 4 – Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Steven Nobile, Council Member Heidi Shipley

9. **RESOLUTION 2017-XX APPROVING PIGGYBACKING CITY OF ORMOND BEACH CONTRACT WITH ENVIRONMENTAL OPERATING SOLUTIONS INC.**

R2017-150

Pass

Motion made to adopt on consent made by Council Member Nobile and seconded by Council Member Shipley

Approved - 4 – Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Steven Nobile, Council Member Heidi Shipley

10. **RESOLUTION 2017-XX APPROVING PIGGYBACKING THE LEE COUNTY CONTRACT WITH STAPLES CONTRACT AND COMMERCIAL, INC. STAPLES FOR OFFICE SUPPLIES**

R2017-151

Pass

Motion made to adopt on consent made by Council Member Nobile and seconded by Council Member Shipley

Approved - 4 – Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Steven Nobile, Council Member Heidi Shipley

11. **RESOLUTION 2017-XX APPROVING PIGGYBACKING CITY OF TUCSON, ARIZONA NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE (NIPA) WITH W.W. GRAINGER, INC., TO PURCHASE MAINTENANCE, REPAIR AND OPERATIONAL SUPPLIES**

R2017-152

Pass

Motion made to adopt on consent made by Council Member Nobile and seconded by Council Member Shipley

Approved - 4 – Vice Mayor Robert Cuff, Council Member Nick Klufas, Vice Mayor Steven Nobile, Council Member Heidi Shipley

I. PUBLIC PARTICIPATION

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

Louis McCarthy-Merry Christmas, Happy Hannukah and Happy New Year to all residents.

George Mayo-Thanked Council for their job done this year and thanked staff as well. Merry Christmas and Happy New Year. Tiny houses-I am curious as to whether our City has thought

about it and if we have any regulations in place allowing or banning tiny houses? Where do we stand?

Responses to Public Comments:

Tiny Houses-Ans: Mr. Landon-As far as our code goes, we do have a minimum square footage, I believe it is 1200 square feet. Anyone who attempts to build something, or in this case, would have to meet our building code of 1200 square feet. Not to say we cannot have that discussion in the future.

CM Nobile-What about the "Granny house" on an existing residential lot that has a regular home as well? Ans: Mr. Landon-That is the type of thing that we have had, but they still have a building that has to meet code. It is like adding on.

Attorney Reischmann - There is always issues of your zoning in your land development code. If you create two households on a single family lot, we have potentially a problem there. You have potential problems with the Florida Building Code with plumbing, electric, and load issues. As the gentleman indicated, these are all concerns that would have to be addressed through looking at our code. What I have heard is that this is usually in some of the areas that are well-to-do and they just don't have the type of housing that is available anywhere within their locations to provide for the necessary workforce.

J. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

CM Nobile-Happy Holidays to all. Be Safe. See you next year. I want to publicly thank staff for making this an easy year for the Council by your excellent work and dedication and loyalty. If you do it again next year, I will be happy and so will everyone else.

CM Klufas-I want to thank all City staff, their dedication. One issue that I would like to bring up and I've seen a little bit more discussion around is our efforts trash pick-up and debris and litter that people are throwing out of their cars. I know we have a team that is responsible for this but I think we may have to be creative and solve this through public participation. It really comes down to we need to eliminate the problem, which are people throwing things out of their window. A lot of it is coming to me out of the Seminole Woods area by the Race Track and SR 100. I don't necessarily have any ideas on how to eliminate that but wanted to put it on the table as something we may want to discuss in the coming year. Ans: Mr. Landon - All research will tell you, you put up a sign and lots of times that is place you find the most trash. But there are educational programs, you saw it with the clean-up. Actually doing promotional efforts, almost guilt-tripping people into not throwing out the trash because you have kids telling them this is bad. It is really trying to change human behavior that is always a challenge. We are going to start our strategic action plan next week and that would be a good one for a campaign program.

CM Klufas-Happy Holidays.

CM Shipley-Happy Holidays and thanks to staff as well.

VM Cuff-Happy Holidays and thanks and good wishes.

K. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

It is a pleasure and a privilege to work with this Council and this staff who always act in the most professional way. I have enjoyed being your City Attorney and I would like to thank you. Happy Holidays.

L. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

Little bit of schedule: Workshop and next business meeting are cancelled due to the holidays. The next workshop is January 9, 2018.

Christmas tree recycling, electronics and shredding documents will be available after the holiday.

Camp programs openings are still available for the youth during the holidays.

Mr. Landon wish everyone a happy holidays.

Virginia Smith, City Clerk: I am the leader of the BAM Team. We had several competitions this year. On inspiration and direction from Mayor Holland, she was looking to do a Holiday Food Drive. Staff put together a competition for each department to bring in some can foods for our needy. We are proud to say we collected 1426 lbs of food that was donated to Grace Community Food Bank. We dropped it off last week, completely unexpected. Pastor Salano was very grateful. His shelves were bare and we filled it up for them. It was a wonderful event and we look forward to doing it again next year.

M. ADJOURNMENT

The meeting adjourned at 10:10 a.m.

12. CALENDAR/WORKSHEET

13. ATTACHMENTS TO MINUTES



City of Palm Coast Minutes CITY COUNCIL WORKSHOP

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, January 9, 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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A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

City Clerk Virginia Smith called the roll. Council Member Shipley had an excused absence.

D. PUBLIC PARTICIPATION

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Robert MacDonald: Code enforcement issues in the R section and comments from the December 19, 2017 meeting. Expressed condolences to CM Klufas in the loss of his brother-in-law.

CM Klufas: Thank you very much.

Mayor Holland: Mr. Landon do you have anything to add? Ans: Mr. Landon - I have nothing to add.

E. PRESENTATIONS

1. PRESENTATION - CHARTER REVIEW SUMMARY REPORT

Mr. Landon provided a brief overview to this item. Mr. Reischmann, City Attorney, Mr. Beau Falgout, and Ms. Marilyn Crotty presented PowerPoint presentation, which is attached to these minutes.

A question and answer period followed:

CM Klufas: The examples we have on the screen. If we wanted to make all of those changes, would each of those items be an individual item to be voted on or which of those can be combines for a single item. Ans: Ms. Crotty - All the items in blue can be combined. Some are more significant than others. If I were in your seat, I would be saying, nice to do but not important. The charter can be amended at any time by the process of the Council putting something on the ballot. It always has to go to the citizens if it is a substantive change but it does not need to go all at once. It doesn't have to go all at once. Ans: Mr. Landon - To answer your question more directly, every bullet you see in black would be a separate ballot measure because it is a separate issue. By state law, you have to have a separate measure for each issue. You can't lump them all together because some people may want to do something with salaries and vote differently on other issues. If you lump them all together, you can't pick and choose. Ans: Attorney Reischmann- I have seen in other cities, what ballot questions are you voting for this new charter. But that is all or nothing.

Mayor Holland: Does it need to pass by a certain percentage? Ans: Ms. Crotty - A simple majority.

CM Nobile: . . . if we did want to combine some of these issues that are similar, couldn't we do that? Attorney Reischmann: You have several legal limitations, one is a single subject rule. They have to be related to one another so they can fall within statutory state guidelines. If you were to put too much into one ballot, how do you craft the title which is limited to the number of words under state statute and then the summary? You have challenges to that by saying that you have not adequately informed the voters in your title and in your summary. The more you

pack into it, the more of a challenge for my office, working with staff preparing a title and summary that will be safe from someone coming out and challenging it.

Mayor Holland: Is there a limit on the words that can be used for a ballot measure?

Ans: Ms. Crotty - 75 words for the summary. I think it is 15 words for the title. Ans:

Attorney Reischmann - That is State Statute.

CM Nobile: Salaries - Can we do that under clean up? Ans: Marilyn Crotty - Yes, Substantive part is in Paragraph A.

CM Nobile: It would be hard for a single member to violate the charter. Ans: Ms. Crotty - Recently, a mayor of a city was removed for violating a charter.

Mayor Holland: Can we contact the Supervisor of Elections to see what the cost would be on those pages? There is a substantial cost when you add pages. Ans: Attorney Reischmann - It is not just how many ballot questions you can get on there but how many you can squeeze on one page.

Attorney Reischmann - We are not hearing that this Council is giving us direction on the last slide. It was the consensus of the Council for no direction to be given on the first two slides.

Vacancies

Mayor Holland: It is only by special election? There is not an appointment for the remainder of the term? Ans: Ms. Crotty: Your charter reads, "if for any reason other than recall, a vacancy occurs for Mayor, the Vice Mayor shall assume the position of Mayor and within 30 days following the occurrence of such vacancies, a Special Election shall be called as outline in the section on Election, Section 8."

Mayor Holland: What happened with you Bob (Cuff)? You got in early. Ans: Attorney Reischmann - There is a different set of rules for council members. State law dictates that there needs to be different rules for Mayor and Council.

Ms. Crotty: Virginia, it takes more than 30 days to set up an election, right? Ans: Ms. Smith: Correct and state law guides that as well.

Mayor Holland: How is this done? You said it is normally not done where the mayor is different from the council? Why? Ans: Attorney Reischmann: If you all feel strong enough about it, a potential solution is to treat the vacancy, other than a recall, in the Mayor's position like you treat vacancies in the Council. If it is more than half the term of the council, it would be an election at the next regular election.

Attorney Reischmann: Do you feel strong enough to put a correction on the ballot. If you do, we will need direction. There was consensus of the Council to clarify this section of the Charter.

Investigations

Mayor Holland: Is this similar to the authority that Senator Hutson and Representative Renner had in calling for an independent audit of Mosquito Control. Ans: Ms. Crotty - This gives you, the Council, to do an investigation. It

was the consensus of the Council that this item does not need to be changed in the Charter.

Ordinances

It was the consensus of Council that this issue did not need to be changed in the Charter.

Prohibitions

Holding another office (dual office holding) is covered by state law.

It was the consensus of Council that this issue did not need to be changed in the Charter

Public Comments

Enlarge the Size of the City Council seven instead of five and to redistrict.

CM Klufas: Do you think that maybe too many chefs in the kitchen? Ans: CM Nobile - In this scenario, chefs are important. The more diverse thoughts, the better. This is my perception of Palm Coast to come. Things are going to start changing. We are coming out of the dead zone. Things are starting to pick up. There is building going on. There is a lot of inquiry going on. We are making more and more decisions that are a lot bigger than we have. It would be nice to have as many thoughts and opinions and a diverse group of people to start. I think we need to get a head of the curve of the growth that it looks like we are going to start to see and in Flagler County. Decisions we make will affect the County. With five people, it is not that difficult to get three people in a pigeon hole. They just start making the same decisions down the road. It becomes a little more difficult when you have seven people. You won't create that pigeon hole where you have the same idea over and over.

Mayor Holland: What happened to the 2020 census count? Do we have to go through the process in 2020? I think within the last ten years, Palm Coast has grown. Ans: Attorney Reischmann- Chances are high that you will.

Mayor Holland: What was the population in 2010? Ans: Mr. Landon- 75,000. Between 2000 and 2010 the growth has almost doubled and it really moved west. In 2020, there could be a shift but not nearly as major as the last decade.

There was a difference of opinion on when to discuss this item again.

Charter Officers -

Procedures for the removal of the City Manager.

It was the consensus of Council that this issue did not need to be changed in the Charter.

City Manager to live in Palm Coast.

It was the consensus of Council that this issue did not need to be changed in the Charter.

Provisions for an Acting City Manager

It was the consensus of Council that this issue did not need to be changed in the Charter.

Budget

Limitation on the contracting authority.

Mayor Holland: What is the standard? Ans: Ms. Crotty - You can have it as a policy but because it is in the Charter, you have to go to your citizens to approve this.

CM Cuff: What is the practical affect on the day to day administration of the City if we were to remove the limitation? Are we paying more than we need to of tax payer money? Ans: Mr. Landon - Day to day operations, it will have little to no affect on us. It may cost us a little bit because we have a three year rather than a four year contract. Ans: Mr. Falgout - Most of our service contracts that are hired costs our Utility.

It was the consensus of Council that this issue did not need to be changed in the Charter.

Public Comments from the Charter Workshops

To extend the borrowing power to 15 years

To give Council a COLA

To set qualifications for elected office.

Penalty for violations to the Charter

changing the form of government from Council /Manager to Mayor/Council

Require a periodic change of the independent auditor

Support for the residency requirement for the Cty Manager

Adding an auditor as a charter officer (internal auditor)

Did not agree with the provision for a hearing for the City Manager

Agreed with having an identified person should the City Manager not be available

Increasing the sizeof the Council and should those council seats be added, it should be at large.

Elections

Ms. Smith provided an overview of when the elections went from odd years to even years, the canvassing board was also changed by ordinance. It was the consensus to put this in the clean up section.

Charter Review:

To appoint a citizens review committee to be appointed every ten years and make sure it is an advisory committee.

Mr. Landon: We are recommending that every ten years, you must appoint an advisoty committee to do that and once again, and Council can amend the Charter without the Charter Review Committee but there needs to be a Charter Review Committee appointed once every ten years.

It was the consensus of the Council to update the current wording in the charter regarding the Charter Review Committee.

Initiatives and Referendums

The percentage needs to be changed. There is not a process in the charter for initiatives and referendums.

CM Klufas: Is that your recommendation? Is that your typical charter formula in place? It is hard here. I feel like it is a weird disconnect because these are things we are talking about but there is not much recommendation on how things should go down. Ans: Ms. Crotty - you do have an initiative and referendum in place in the charter. You do not have a process on how you do it.

CM Klufas: Is it typically in the charter? Ans: Ms. Crotty - in the model charter. It was the consensus of the Council for staff to put together wording regarding process of initiatives and referendums.

The meeting was recessed at 12:00 noon. The meeting reconvened at 12:24 p.m.

2. DISCUSSION - EXECUTIVE SEARCH FIRM FOR CITY MANAGER REQUEST FOR PROPOSALS

Attorney Reischmann and Mr. Beau Falgout presented a PowerPoint presentation, which is attached to these minutes.

CM Nobile-You are a top notch City Manager, where are you going if you were looking? Ans: Mr. Landon-There are two key questions, how are they going to pull together a consensus from you five individuals with five different opinions of what you are looking for; yes, I read some of this stuff and I think there is no way I am going to work for them; I read others and I think that would be exciting job. What is that City Manager going to look like? What they put together will greatly determine whether you get an engineer type or whether you get an innovation type. They are coming to you asking what are you looking for in a City Manager and second, how do they go about finding that particular skill set? or that personality? the fit? Do you send out emails to all City Managers? Put it on the website? Typical things that they do. What you are looking for . . . ok you have other ideas beyond that . . . How do you pull together what you are looking for in a City Manager because it has a lot to do with personality. It has to do with background and those types of things. A lot of it though is personality. How do you find that individual? I like what I am hearing about keeping it open and don't say we want you to tell us how we will find a technology person. We want you to come in first and what is that person going to look like.

CM Nobile: Bill, what is the process for finding the person? I don't want to tell you. I can't at this point, because I need your help in defining that person. Ans: Attorney Reischmann - That is fine. One of things we are going to tell them they are going to do. One of the tasks of this company is that they are going to sit down with you, once hired, and they will help you help them find the person that will accomplish what you want that person to do.

Mr. Falgout indicated that he would be back to Council in a couple of weeks to review the RFS with them.

CM Cuff: Jim said something that made me think . . . What are the odds that we are going to get responses from anyone other than ten firms that the Cities and Counties recruit Chief Executive Officers and Senior Staff Positions? Ans: Mr. Landon - You will definitely get those because this is what they do for a living; not just city managers, finance directors, fire chiefs and others in the public sector. You will get, most if not all, of those that are located in the Florida market. The firms that have never recruited a public sector employee of any level, very unlikely they are going to submit. There are some that I see every once in a while, I haven't heard of that firm before. It is not their thing but they would like to get into it a little more and they will come in and are a little different and a little more innovative because they don't have the cookie cutter type of thinking. If Reischmann is good, how do you find the firms that this (public sector) is not the only thing they do.

Mayor Holland: I think what is also important is how we are going to put this process out to the universe? Who will be viewing this? It is not going to be those standard 10 Florida companies that are at every Florida League of Cities. I think we can do better than that.

Mr. Landon suggested possible language to be added to the RFS: This is a growing community. This will tie into technology -- how are you going to deal with growth in the future and continue to expand. Growth and infrastructure.

CM Nobile: Can you email me a link to the RFS or the RFQ? Ans: Mr. Falgout - Yes sir.

3. RESOLUTION 2018-XX APPROVING A CITY-WIDE WIRELESS MASTER PLAN

Mr. Landon provided a brief overview to this item. Diamond Wireless representatives provided a PowerPoint presentation for items 3, 4, and 5, which is attached to these minutes. (Dan Turnpot, Tom Murphy and Randy Kilgore, the Diamond representatives.)

CM Nobile clarified height of non-concealed vs. concealed towers.

CM Klufas: Everything installed would be LTE right? Ans: Diamond: Yes, absolutely.

Mayor Holland-How do you get this information (page 4 of PP)? Ans: Mr. Murphy- We have propaganda software that provides us with this data.

Mayor Holland you are proposing some LDC issues but as far as construction of a tower, how long is that process? Ans: Mr. Kilgore-Generally, it takes about a year to build a tower.

Mayor Holland-Can we do our due diligence ahead of time? Ans: Mr. Landon- Yes, that is part of our expedited process. Normally, you would have to go through a special exception process but with these sites will be under the expedited processes.

CM Klufas-Is the maximum feet 150 ft for a monopole? Ans: Mr. Kilgore-Yes.

In general if it is a component of an MPD, then I would say no it is not allowed. If they come in as it is not part of the MPD, then we would welcome them.

Proposed ROW Ordinance-

Attorney Reischmann clarified that the City is not pre-empted from making sure that things are not going to go on our mast arms that will cause a danger to our right-of-ways or that we will violate the standards or our equipment so we have the ability to say no if what they want to have on the mast arm. That is what we don't have to approve.

CM Nobile: This pre-emption or rule, what does it entail that can go in the road?

Ans: Attorney Reischmann - We can consider esthetics. Ans: Landon - There is the antenna thing so it has got to be communication based and someplace, they can put a box on the ground.

CM Klufas-Is there anything that you feel the TEAM compromised on because of our City requirements and our quality of life that might inhibit the odds of picking up a carrier? Ans: Mr. Turnpot-I will generally say no. We had some discussion regarding concealed vs. non- concealed. I think we are settling on the best solution. On a site specific basis, we are selecting sites for the Wireless Masterplan. The worse sites that fell out because of development standards and they didn't really work. We believe we can serve the community with the 29 selected sites.

4. ORDINANCE 2018-XX REPEALING CHAPTER 54 WIRELESS COMMUNICATIONS AND AMENDING CHAPTER 4 OF THE UNIFIED LAND DEVELOPMENT CODE

This item was heard with Item 3.

5. ORDINANCE 2018-XX AMENDING CHAPTER 42 ARTICLE IV COMMUNICATION RIGHTS-OF-WAY

This item was heard with Item 3.

F. WRITTEN ITEMS

6. RESOLUTION 2018-XX APPROVING A ONE YEAR CONTRACT WITH AIRSIDE PAVEMENT, INC., TO PROVIDE VARIOUS STRIPING MAINTENANCE SERVICES ON AN AS-NEEDED BASIS.

There were no comments or questions.

7. RESOLUTION 2018-XX APPROVING PIGGYBACKING THE NATIONAL JOINT POWERS ALLIANCE CONTRACT WITH ALAN JAY FLEET SALES FOR A FLEET REPLACEMENT VEHICLE

There were no comments or questions.

8. RESOLUTION 2018-XX APPROVING PIGGYBACKING THE CITY OF CLEARWATER CONTRACT WITH CONCRETE CONSERVATION, INC. TO PURCHASE WASTEWATER LINER SYSTEMS

There were no comments or questions.

9. RESOLUTION 2018-XX APPROVING A WORK ORDER WITH DRMP, INC., FOR DESIGN SERVICES FOR IMPROVEMENTS TO BELLE TERRE PKWY AT MARKET AVE/EASTWOOD DRIVE

CM Nobile-The funds for the design are they coming from anywhere else? Ans: Mr. Landon-No, we did not receive grant dollars. It is City dollars.

10. RESOLUTION 2018-XX APPROVING A FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT FOR THE CONSTRUCTION PHASE OF THE LAKEVIEW BLVD MULTI-USE PATH PROJECT

Mr. Landon gave a brief overview of the item. There were no comments or questions.

G. PUBLIC PARTICIPATION

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

There were no comments.

H. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

Mayor Holland received an email regarding the tree clearing in the R. Section. Ans: Mr. Landon- I did respond to the e-mail. There are other residents responding to the same thing. We are trying to get the word out to the neighborhood. It is one of those things that you do your best and people say they haven't heard anything. The issue is the drainage improvement program. We go in and we start to see the street flooding getting dangerously close to the homes. We went in and determined the best way to get rid of the water and into the canals as quickly as possible. What we are finding is that one of the critical needs out there in our neighborhoods is regarding the ditches back to their original design and/or capacity. We have historically, mowed those twice a year. What happened, trees grow up in them, silting in, etc. You don't have the same capacity and the flow is not going as well. We have been doing this. We started one in the R Section by Ralph Carter. We completed some in the L Section. This year, we are working in the R Section. When you do that, trees come down. Just along that ditch line because some of those trees were never intended to be there but grew naturally. It is a critical element of the stormwater system. If we don't do

this, we will see flooding in homes. It is one of the priorities. Matthew and Irma have taught us well. This is even more important than some of the swale work we have been doing. That is what is happening and we are cutting down some trees in back yards, side yards. It is not for any reason other than improving the drainage. It takes it back to its original design.

I. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

Attorney Reischmann report that ethics training is required by the State for all elected officials. Ethics Training will take place on January 23, 2018 starting at 9:30 a.m. with a half our break at 11:30 and ending at two or after.

J. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

Mr. Landon- the City recycled 161 trees over a thousand pounds of paper for shredding. A new nature program is starting. Annual USDA Tennis Tournament at the end of the Month. Birds of a Feather Fest will happen in February.

K. ADJOURNMENT

The meeting adjourned at 2:44 p.m.

City of Palm Coast, Florida Agenda Item

Agenda Date : 01/16/18

Department	PARKS AND REC	Amount
Item Key		Account
		#
Subject	PRESENTATION OF THE PINK ARMY 5K PROCEEDS DONATION TO THE FLORIDA HOSPITAL-FLAGLER FOUNDATION CANCER FUND	
Background :	This is a presentation of the 2017 Pink Army proceeds donation to the Florida Hospital-Flagler Foundation Cancer Fund.	
Recommended Action :	FOR PRESENTATION ONLY.	

City of Palm Coast, Florida Agenda Item

Agenda Date : 01/16/2018

Department	CITY CLERK	Amount
Item Key		Account
		#
Subject	PRESENTATION-FLAGLER SCHOOLS AND FLAGLER CARES ON MENTAL HEALTH AWARENESS	
Background :	Flagler Schools and Flagler Cares will provide Council with a presentation on Mental Health Awareness.	
Recommended Action :	No action required.	

City of Palm Coast, Florida

Agenda Item

Agenda Date: 01/16/2018

Department Item Key	FIBER AND CELL TOWER TEAM	Amount Account #
Subject	RESOLUTION 2018-XX APPROVING A CITY-WIDE WIRELESS MASTER PLAN	
Background : <u>UPDATE FROM THE JANUARY 9, 2018 WORKSHOP</u> This item was heard by City Council at their January 9, 2018 Workshop. There were no changes suggested to this item.		
<u>ORIGINAL BACKGROUND FROM THE JANUARY 9, 2018 WORKSHOP</u> In order to create a comprehensive solution to improve the City’s wireless infrastructure, Diamond Communications, in partnership with the City, has prepared a proposed Wireless Master Plan. The proposed Wireless Master Plan is designed to work in conjunction with the proposed Telecommunications Ordinance to: <ul style="list-style-type: none">• Improve service for City residents and businesses by reducing coverage gaps;• Enhance the capacity of wireless networks within in the City;• Optimize deployment of equipment and technologies;• Encourage towers on suitable publicly owned sites. <p>To create the Master Plan, the City’s consultant, Diamond Communications, analyzed the City’s current wireless infrastructure using a radio frequency (“RF”) and real estate analysis of wireless infrastructure throughout the City. The analysis identified areas of inadequate wireless service and potential solutions to enhance the Wireless experience in Palm Coast. The analysis assessed the signal strength given different factors. The results were mapped to identify coverage gaps and areas in need of service improvement.</p> <p>Based on the results of this effort, Diamond Communications is recommending up to ten towers on City or public property to improve network coverage and quality. City staff reviewed property owned by the City of Palm Coast along with other public sites within the deficit areas to determine the most suitable parcels from a land use, environmental and feasibility perspective.</p> <p>From a list of over ninety potential sites, twenty-nine publicly owned “fill in” sites were identified as the most appropriate locations for the future siting of wireless towers. These sites are shown in the proposed Wireless Master Plan and are strategic aspect of the proposed Telecommunications Ordinance. The approved Master Plan sites can be administratively approved as an incentive to create a predictable and known review process.</p>		
Recommended Action : Adopt Resolution 2018-XX approving a City-wide Wireless Master Plan.		

RESOLUTION 2018-____
WIRELESS MASTER PLAN

**A RESOLUTION BY THE CITY COUNCIL OF THE
CITY OF PALM COAST, FLORIDA, APPROVING A
CITY-WIDE WIRELESS MASTER PLAN FROM
DIAMOND COMMUNICATIONS; PROVIDING FOR
CONFLICTS; PROVIDING FOR SEVERABILITY;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, City Council entered into a contract with Diamond Communications to assist the City with a comprehensive solution to improve the City's wireless infrastructure; and

WHEREAS, Diamond Communications has developed a City-wide Wireless Master Plan for the City; and

WHEREAS, City Council desires to accept the Wireless Master Plan.

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

SECTION 1. APPROVAL OF A WIRELESS MASTER PLAN. The City Council of the City of Palm Coast hereby approves the City-wide Wireless Master Plan, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, this 16th day of January 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

Milissa Holland, Mayor

Virginia A. Smith, City Clerk

Attachment: Exhibit A - City-wide Wireless Master Plan

Approved as to form and legality

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



Wireless Master Plan

City of Palm Coast, Florida

January 9, 2017



The City of Palm Coast and Diamond Communications have entered into a collaborative partnership to create infrastructure that improve wireless service for the residents and businesses of Palm Coast

Executive Summary

The Wireless Master Plan is a City-wide strategy to facilitate the improvement of wireless communications infrastructure in an efficient and organized manner. Wireless communications is rapidly becoming an essential piece of our society. The ability to, wherever you are, connect with relatives, colleagues, friends and services (**including emergency services**) is no longer a luxury, but depended upon by nearly everyone. High quality wireless service requires a robust carrier network with sufficient infrastructure to meet all users' needs. Palm Coast's existing towers and infrastructure are not sufficient to provide adequate service to all residents and businesses. The City and Diamond's shared goal is to develop infrastructure that enables carriers to provide high quality wireless service to Palm Coast residents and businesses while maintaining control over the proliferation of cell sites throughout the City.

Following a review of the City's current ordinance and an assessment of existing wireless infrastructure in Palm Coast, Diamond and City staff collectively determined that the City's current treatment of wireless development in the ordinance presents a significant obstacle to wireless carriers trying to improve their network quality in the city. Given constraints on carrier budgets and the widespread need for additional cellular sites, an ordinance with onerous and costly requirements and highly uncertain outcomes can encourage carriers to focus their priorities and resources on alternative areas with lower resistance. This can result in cities with difficult ordinances being left behind in network quality and development. **The goal of the Wireless Master Plan is to:**

- **Create a pathway to better wireless infrastructure and set the stage for 5G connectivity in Palm Coast.**
- **Preserve the City's control of new wireless infrastructure development**
- **Provide additional long-term revenue to support other City projects**

What is the Wireless Master Plan? The Wireless Master Plan focuses on a select group of City-owned properties that are well positioned to accommodate wireless infrastructure in the areas of the City most in need of improved service. Selected properties will be granted a streamlined track for carriers to deploy infrastructure that bring the residents and businesses of Palm Coast the connectivity they desire.

The City's appointed Fiber and Cell Tower ("FACT") team and Diamond have worked closely to develop a strategy that optimizes wireless infrastructure development for Palm Coast. We appreciate interest, input and questions from all City officials and citizens.



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1. Background

In November, 2015, the City released a Request for Proposals for wireless consultation services. The RFP sought qualified wireless infrastructure companies to assist the City in finding a solution for the marginal service experienced by many of its residents. The City selected Diamond in May of 2017 to:

- Review the City's existing ordinance and assist in creating a more efficient process around wireless development
- Market the City's existing towers and properties to wireless carriers for the deployment of their networks
- Coordinate wireless development activities on City properties
- Provide administrative support on leasing, approvals, billing and collection and maintenance

Diamond, with input and assistance from City staff, developed a draft Wireless Master Plan that identified areas of the City most in need of improved wireless service and suggested revisions to the Ordinance to facilitate network deployment.

Diamond met with the City Manager, the FACT team and other City employees in September, 2017 to discuss its analysis and make recommendations as to how the City could create a path toward better connectivity. The City and Diamond discussed the recommendations and together developed a plan to move forward, including proposed revisions to the Ordinance and a City analysis on select properties in areas which would benefit from additional wireless infrastructure. Over the past three months, the City and Diamond have worked together to create a Wireless Master Plan that both parties feel represent the best interests of Palm Coast.





2. Who is Diamond Communications?



Diamond Communications is a leading owner, developer and manager of wireless infrastructure in the U.S. We are headquartered in New Jersey, with offices in nine states. We employ over 40 individuals including experienced engineering, construction, sales, administrative, legal and business professionals with a broad collective knowledge of the wireless industry.

Highly Experienced Team – A number of Diamond’s key executives and professionals have been in the wireless industry since its inception in the early 1990s. As a company, we have overseen the deployment of thousands of cell sites across a wide variety of assets. Our employees and executives have held key positions at both wireless carriers and infrastructure providers. We have built hundreds of towers across the Nation and own and manage numerous towers in Florida.

Accomplished Site Manager - We market over 200,000 assets nationwide, including 3,300 in Florida, and have established a track record for successfully increasing wireless infrastructure deployment and revenue on our clients’ assets in a manner that complements their core objectives. Our larger clients include:

- **FirstEnergy** – a diversified energy company with 10 subsidiaries and infrastructure stretching from the Indiana-Ohio border through to the New Jersey shoreline
- **OUTFRONT Media Inc.** – A leading out-of-home advertising company with 26,000 billboards across the country including over 2,400 in Florida
- **The United Methodist Church** – One of the largest denominations in the U.S. with over 28,000 church properties nationwide
- **Canadian Pacific Railway** – A Class I railroad with over 3,100 miles of track in the northern U.S.
- **The Ohio Turnpike and Infrastructure Commission** – A public commission overseeing the management of the Ohio Turnpike, a 241-mile highway across Northern Ohio

Strong Carrier Relationships - We have strong relationships at both the regional and national levels of wireless carrier organizations including key personnel in the North-Central Florida network planning offices. Diamond has also established a significant presence in the market for new wireless technologies including outdoor Wifi, small cells and Internet of Things (“IoT”) deployments.

Diamond is management controlled with additional financing provided by both individual and institutional sources, including Goldman Sachs Group (NYSE: GS) and Och-Ziff Real Estate, an affiliate of Och-Ziff Capital Management (NYSE: OZM).

Diamond’s resources, relationships, people-focused approach, industry knowledge and experience provide Palm Coast with a fully-integrated team of wireless infrastructure development and operational professionals.



3. The Wireless Industry – A Brief History and Overview

In the past twenty years, the number of wireless subscriptions in the United States has grown from 55 to 416 million. Cell phones and tablets have evolved from an exclusive, niche product into a staple of our everyday lives and an essential piece of our personal, public and professional communities. Additionally, first responders, transport (connected cars), home management service providers and industrial companies are increasingly utilizing wireless communications technology as part of their core operations.

Consumption and demand for wireless services is increasing (expected to grow 330% by 2021) as wireless technology and available content provides customers with a consistently improving user experience. The type of consumption of wireless services has evolved from the simple (texts and calls) to the highly complex data demands of today (GPS, video, social networking, applications, gaming, etc.). These services require significantly more bandwidth from provider networks and, compounded with the general increase in mobile use and increased availability of “unlimited” data plans, place heavy strain on network capacity – the ability of the carriers’ existing network to provide wireless services to its customers at the quality level expected by those customers. Maintaining a robust network and keeping pace with the network requirements of evolving wireless technology (4G, LTE and soon 5G) is mission critical for wireless carriers.

A major component in network infrastructure investment is the acquiring of spectrum licenses from the federal government – additional spectrum creates more bandwidth for customers. To incorporate new spectrum into their networks, carriers require further investment in their existing sites (typically the addition or replacement of antennas and installation of tower mounted radio units) and the development of new sites. There have been a number of recent, highly publicized spectrum auctions, which will likely motivate carriers to perform significant national upgrades to their existing sites and invest in network expansion.

In addition to personal consumption of wireless data, high quality wireless services are becoming essential in other applications, including emergency services and the Internet of Things (“IoT”). **The U.S. government is investing \$7 billion in a national cellular network for first responders, known as FirstNet.** All 50 States have opted into the service, which will require the deployment/upgrade (operated and managed by AT&T) of thousands of traditional macro sites across the U.S.



IoT is the rapidly emerging industry of connected objects – objects that can be monitored or controlled remotely or provide data to users/operators. The IoT market is expected to grow from 6 billion to 20 billion devices by 2020. Examples of IoT applications include smart city applications (street lights, traffic monitoring, etc.) and smart homes (smart thermostats, air conditioning units, lights, etc.). IoT networks are being actively deployed across the U.S. by both established wireless carriers and well-capitalized new entrants that use both licensed and unlicensed spectrum.



New Developments – The Advanced Wireless Infrastructure Deployment Act

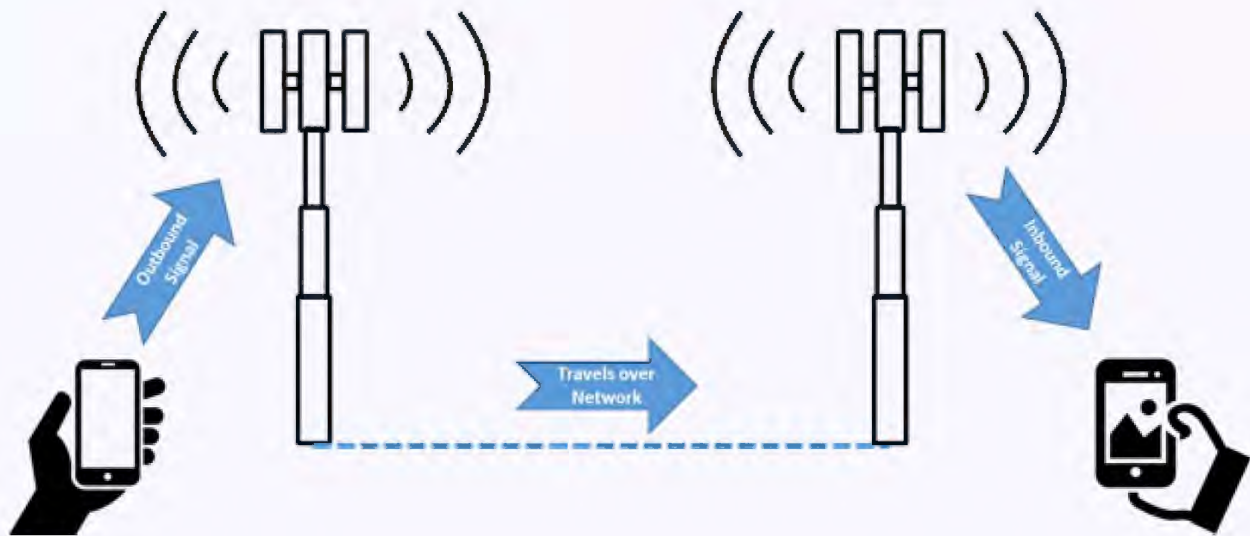
With wireless data demand at an all-time high and increasing exponentially, carriers are scrambling to develop networks that can accommodate such heavy traffic. A key planned solution is, deploying possibly over a million mini-antennas (small cells – described in the next section) predominately in urban areas across the country to supplement the existing macro-site network. However, the scale of this deployment presents both an enormous operational challenge and cost to the carriers. Carriers are lobbying across the country for the right to use public-rights-of-way and utility poles for these deployments with significantly reduced local zoning and other permitting processes. The implications of such legislation is particularly impactful to homeowners who in many areas are concerned that their streets and neighborhoods could be inundated with new antennas and support structures and municipal governments, which would have reduced control over developments in their jurisdictions. A number of States, including Florida, have taken measures to enable such deployments.

Despite significant objections from Florida municipalities and the Florida League of Cities, the Advanced Wireless Infrastructure Deployment Act became effective on July 1, 2017. The statute puts significant restrictions on a municipality's ability to regulate the deployment of equipment designated as "small cell", including the municipalities' ability to restrict carriers from (i) erecting poles in the right-of-way, (ii) attaching antennas to existing poles, (iii) adding supporting equipment cabinets (see right) below existing and new poles or (iv) charge a competitive market rate for using the right-of-way. This may facilitate proliferation of small cell deployments across Florida particularly in areas of high user density.



4. What Is Wireless Infrastructure?

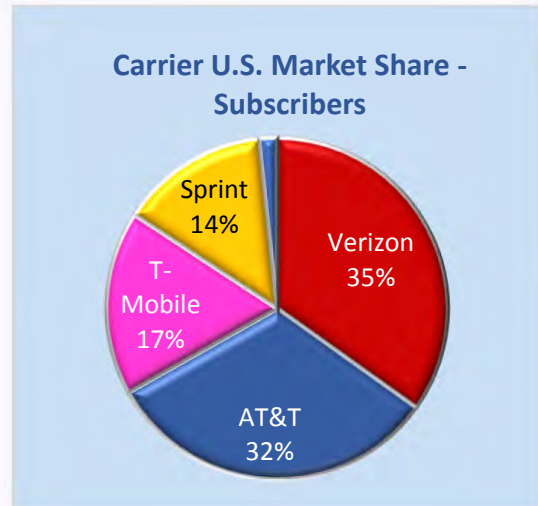
Wireless Infrastructure is a broad phrase describing the physical components of a wireless network - including antennas, radio base stations, cell towers and fiber routes – that support wireless communication between individuals, businesses, governments and objects. Signals carrying information originate from individual sources and travel through the network to their intended recipient(s).



There are many types of wireless communications including personal communication (cell phones), WiFi, AM and FM radio, machine to machine/IoT and a growing number of others. The primary goal of the Wireless Master Plan is to improve personal communications service in Palm Coast, although the plan may result in ancillary improvements in the provision of other wireless services.



Personal communications services in the U.S. are provided predominantly by four wireless carriers – Verizon, AT&T, T-Mobile and Sprint (see user distribution chart right). The carriers hold licenses to spectrum (airwaves or frequencies) that give them the exclusive right in certain markets to broadcast their customers' phone calls, messages, information requests and data across those airwaves. To do this, each carrier operates a national network comprised of tens of thousands of cell sites, with that number expected to approach a million (each), including small cells over the next few years.



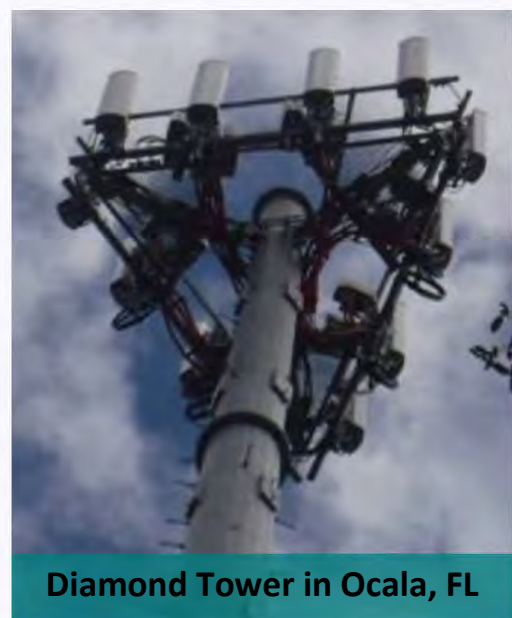
Carrier network engineers have two related primary goals: providing coverage and capacity. **Coverage** is the provision of wireless connectivity in a given area. **Capacity** is the network's ability to host simultaneous users and types of data use – e.g. texts vs. video messaging. Capacity constraints (many simultaneous users) can have the effect of “shrinking” a site's coverage area often meaning that carriers need more sites than their original network deployments provided.

There are three key types of cell sites typically deployed by the carriers to support their networks:

Macro Cells

Description

Traditional antennas used for personal wireless communications. A macro cell can cover a radius anywhere from a quarter of a mile to five miles depending on numerous factors including user density, antenna height and topography. They remain the most effective coverage and capacity technology – a single macro cell can achieve the same coverage objective as up to 12 small cells (described below) – and are expected to remain the core of wireless networks. A macro cell deployment typically consists of six to twelve panel antennas (from three to six feet in length) mounted in a triangular pattern and a radio base station housed in a small shelter or shed at the base of the tower or roof. A key near-term area of macro cell growth is the deployment of FirstNet by AT&T, a national first



Diamond Tower in Ocala, FL



responder network utilizing 4G LTE quality service described in Section 3 above.

Typical Infrastructure

Macro cells are primarily deployed on **cell towers and rooftops** with first preference to cell towers as they are deliberately constructed to support the carriers' operational needs. There are numerous tower types which each present advantages and disadvantages. A key differentiator is non-concealed and concealed towers.

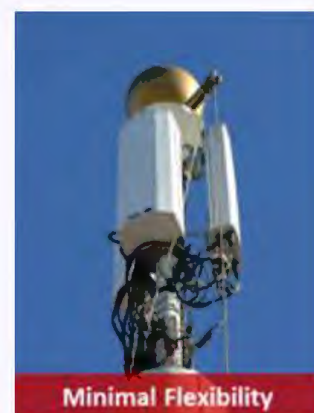
Non-Concealed – Traditional cell towers including monopoles, lattice and guyed towers that are not designed to blend in with natural surroundings. Non-concealed is the preferred solution for network deployment for numerous reasons including:

- **High flexibility for collocating, upgrading and modifying equipment** –the ease of adding/modifying equipment is increasingly important as capacity constraints and technological changes necessitate more frequent upgrades. Flexible solutions better enable the carriers to meet their subscribers' changing needs.
- **More cost effective** – concealment of antennas often requires design specialists that increase the cost of deployment and may deter carriers from installing or upgrading equipment.
- **Easier and safer for crews to work on** – fewer components to work around (e.g. artificial branches, fiberglass pole coverings, flags, halyards, etc.).



Concealed – Cell towers designed to either blend in with surroundings or be aesthetically pleasing to the surrounding community. Designs include pine trees (monopines), flagpoles, silos and clock towers. While carriers and tower developers will develop and collocate on concealed structures when zoning authorities or landlords demand it, stealth is not a preferred solution because:

- **Many designs constrain carriers' ability to collocate and upgrade their equipment**
 - Certain designs (particularly flagpoles) restrict the carriers' current and future ability to add/modify the equipment necessary to meet their customers' connectivity demands – this is an active issue for carriers upgrading equipment on Palm Coast flagpole sites.
 - This constraint deters carrier investment as the value of deploying its expensive equipment is significantly diminished by the increased risk of being unable to upgrade the equipment in the future.



- **More costly** – concealment of antennas and ongoing modifications often require specialists that come at a high price and may deter carriers from installing or upgrading equipment.
- **More obstacles and safety issues for crews** – Many concealment techniques have additional components that crews have to either dismantle or work around, which can mean more time “in the air” performing more complex tasks.

Non-Concealed Designs

Monopole

Pros

- Operationally ideal for providing high-quality service
- Highly flexible for modifications and new colocations
- Easily meets carriers current and future network needs
- Cost effective
- Can run cabling on inside – single sleek structure

Cons

- Does not blend in with natural surroundings



Notes

The Wireless Master Plan encourages the application of monopoles as solutions for Palm Coast because as a whole they are the most practical long term solution for carriers and simply designed for a lower visual impact than self-support towers

Self Support / Lattice

Pros

- Operationally, ideal for providing high-quality service
- Most flexible for modifications and new colocations
- Easily meets carriers current and future network needs
- Cost effective

Cons

- Does not blend in with natural surroundings
- Many visible components (wiring, broad complex structure, etc.)



Notes

The Wireless Master Plan will not permit the development of lattice towers as monopoles can achieve substantially the same goals with lower visual impact.



Small Cells

Description – Small cells provide more bandwidth and higher data speeds in targeted areas. Small cells are expected to comprise a significant role in the preparation of carrier networks for 5G connectivity with some analysts estimating over a million deployments per carrier in the next five years. Minimal spatial requirements mean small cells can be deployed on a large variety of existing structures. **Importantly, small cells are generally not considered to be a substitute for macro cells but rather constitute complementary infrastructure that amplifies wireless service in areas of need.**

Palm Coast's current infrastructure does not appear to be at a point where small cells could provide a holistic solution for wireless service. With further macro site development, small cells may become a suitable option to bolster service quality in high density areas of Palm Coast.



Distributed Antenna Systems (DAS) and WiFi

DAS and WiFi provide coverage and capacity in confined areas, primarily inside medium to large sized buildings, where outdoor networks have difficulty penetrating. DAS and WiFi objectives can often also be accomplished with small cells. DAS is usually the best solution for high capacity venues/locations such as stadiums, malls, airports, and college campuses.



FirstNet


FirstNet's initial roll out will predominantly be over AT&T's macro site network. AT&T will add antennas to its existing sites and deploy new sites that transmit FirstNet's exclusive spectrum band – 700 MHz – to as many citizens as it can reasonably accommodate. This means that AT&T will not only require additional sites, but towers and infrastructure with the capacity for the upgrades/changes necessary to accommodate FirstNet.

The Wireless Master Plan will encourage monopolies as the optimal solution to improve Palm Coast's wireless service. The Wireless Master Plan is designed to optimize the development of new cellular infrastructure in the City and reliable, high quality monopolies will best enable all four carriers' to meet Palm Coast's long term wireless needs with the fewest number of new wireless sites.



5. Industry Best Practices

As Palm Coast’s partner and an expert in the wireless field, Diamond will apply industry best practices to all its infrastructure projects and hold the carriers and other wireless infrastructure developers to the same standard.

Key Regulatory and Industry Entities	
 Federal Communications Commission	An independent government agency overseen by Congress that is the U.S.’s primary authority for communications law, regulation and technical innovation. Set the legal standards for deployment and operation of communications equipment and safety.
Federal Aviation Administration (FAA)	National authority on aviation – set certain standards and operational requirements related to tower height and location
Telecommunications Industry Association (TIA)	Accredited by the National Standards Institute to develop voluntary, consensus based industry standards including cell towers and other components of wireless networks
Wireless Infrastructure Association (WIA)	Leading Trade Association for wireless providers and infrastructure developers. The WIA is headed by former FCC Chairman, Johnathan Adelstein, and advocates for the delivery of high quality wireless service to all citizens and communities. Diamond’s CEO, Ed Farscht, currently sits on the board

What are “Best Practices” in the wireless infrastructure industry?

When deploying a new site, a carrier or wireless infrastructure owner must conduct...

- Engineered tower foundation & tower structural design taking into account the tower type, design loading (usually contemplating a full antenna array from all four carriers), the results of the geotechnical study and wind loading as set forth in the then-current Electronic Industries Alliance / Telecommunication Industries Association (“EIA/TIA”) standard included in the current version of the International Building Code adopted by the State of Florida, Flagler County or the City of Palm Coast
- Ensure that all relevant engineering analyses reflect wind/storm possibilities in the region.
- Geotechnical investigation of the condition of the soils at the tower site
- Engineered compound and site design including drainage plan if needed



- Completion of a **National Environmental Policy Act Checklist** by a qualified environmental scientist which includes completion of an acceptable Environmental Site Assessment under the then-current standard (Phase I and if necessary Phase II) and a review of the parcel to ensure:
 - It is not located in an officially designated wilderness area or preserve
 - Development of the tower does not affect listed threatened or endangered species or designated critical inhabitants
 - Development of the tower would not affect districts, sites, buildings, structures or objects significant in American history, architecture, archeology, engineering or culture that are listed or are eligible for listing in the National Register of Historic Places
- Review of the parcel to ensure development of the tower would not affect Indian religious sites
- Review of the parcel to ensure it is not located in a flood plain
- Review of the parcel to ensure development of the tower will not involve significant change in surface features (e.g., wetland fill, deforestation or water diversion)
- Review of the parcel to ensure that development of the tower will not cause human exposure to levels of radiofrequency radiation in excess of FCC adopted guidelines

When constructing or overseeing the deployment of a new site, Diamond will...

- Use licensed contractors with proven capability to complete the tower construction tasks and insurance policies in industry appropriate amounts to cover potential liability in the unlikely event of accidents
- Review the close-out package provided by the contractor to ensure the engineered design has been followed
- Visit each tower 4 times per year to mitigate vegetation in the compound, ensure proper safety signage is located at the tower site and visually inspect for damage to the compound, grounding of the tower and compound fence
- Commission a EIA/TIA inspection by a professional engineering firm as required under current EIA/TIA guidelines (currently every 5 years for a monopole or self-support towers or every 3 years for a guyed tower)
- Work to correct any deficiencies found in the EIA/TIA inspections



6. The Analysis

Diamond performed a radio frequency (“RF”) and real estate analysis of wireless infrastructure in and around Palm Coast to identify areas of inadequate wireless service and develop efficient possible solutions to enhance the wireless experience of the City. The analysis was structured with the following steps:

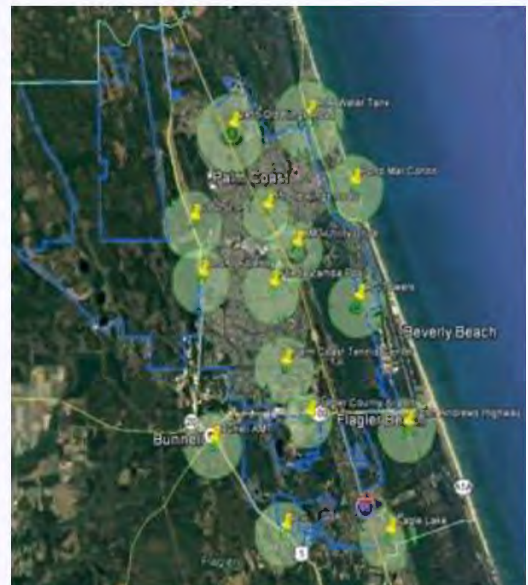
1. Consolidate all available information on existing wireless infrastructure in the City including information gathered by Diamond on site visits and in its review of lease agreements and permitting documents
2. Identify each carrier’s antenna placements and heights in and around the City
3. Run a RF signal propagation – model the area covered by each cell site – to determine each carriers’ potential existing service area
4. Identify possible existing service gaps
5. Identify existing infrastructure (towers) where carriers could collocate to mitigate the identified existing service gaps
6. Identify areas where new infrastructure would be required to mitigate identified service gaps
7. Identify properties within those areas suitable to accommodate new wireless infrastructure
8. Run RF signal propagation on those properties to confirm network compatibility
9. Identify alternative properties
10. Provide findings to FACT Team
11. FACT Team and other Palm Coast officials assess feasibility of suggested properties
12. FACT Team and Diamond establish Wireless Master Plan list for City Council approval

What is RF Propagation?

The RF Propagation assesses the area a signal can reach while maintaining a certain consistency that enables modern cellular capabilities (GPS, picture messaging, clear voice calls, etc.) given key factors including:

- **Frequency in use** – higher frequencies can transmit information more rapidly, but dissipate more quickly over distance: think Bluetooth vs. Cellular. FirstNet will use the 700 MHz band, similar to that of your carrier.
- **Topography and land characteristics** – hills and trees can block or disrupt signals, limiting the propagation area

Note: Carriers’ network planning decisions are based on numerous factors including those listed above, budgets, corporate priorities, user base, environmental considerations, zoning and permitting restrictions among and others. The analysis performed is intended to be only indicative of carrier coverage needs in Palm Coast.



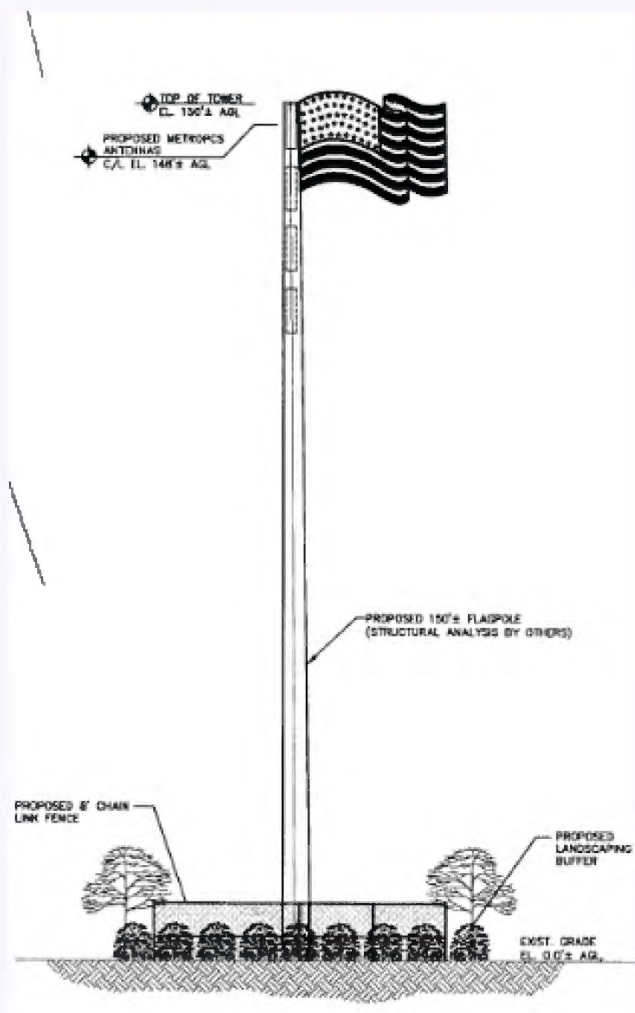
Steps 1-3 - Identify carrier coverage patterns:



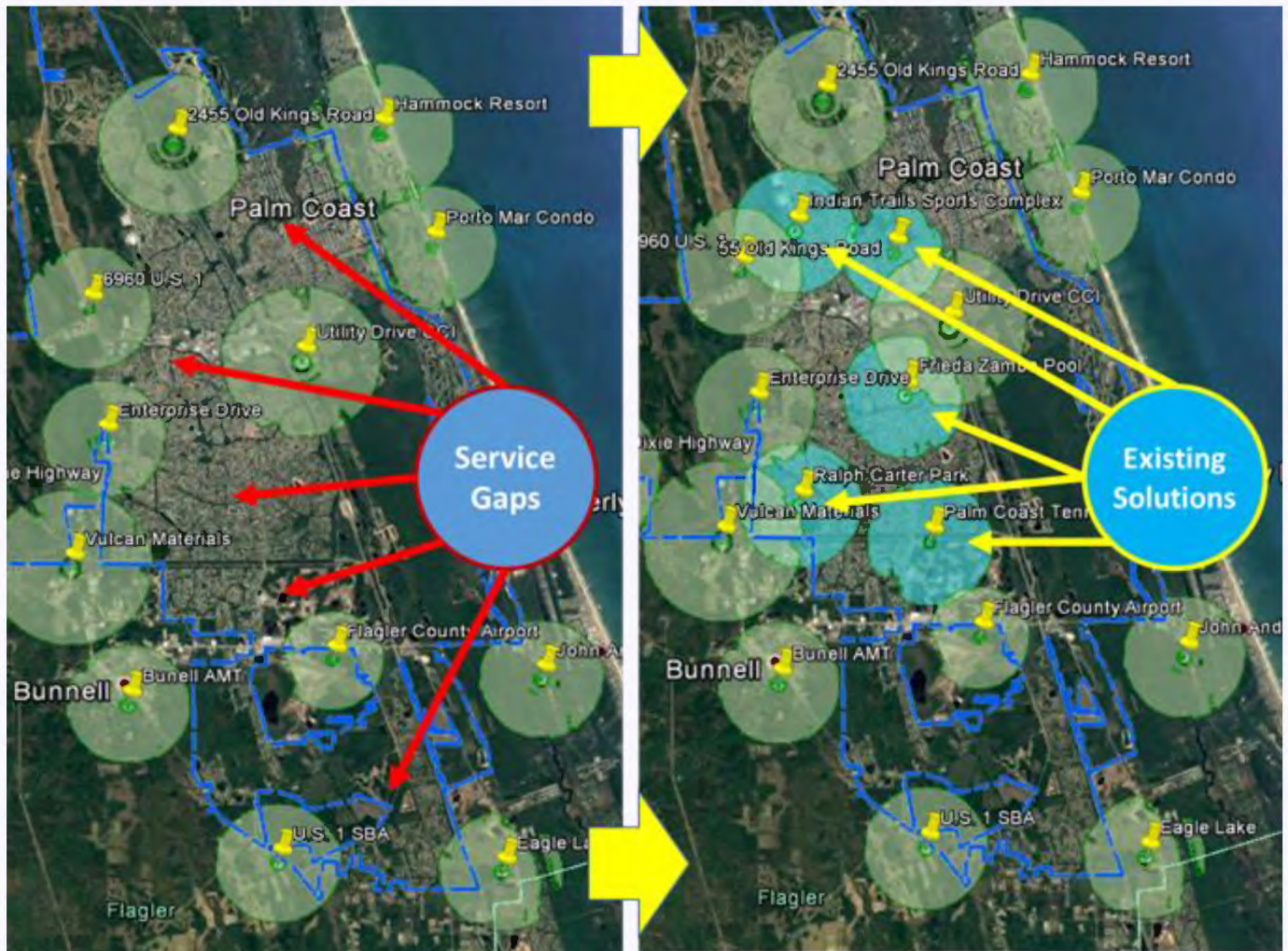
Diamond consolidated a list of all towers and rooftop installations in and around the City using available permitting information (local, FCC, FAA), leases and construction drawings. In addition, we performed a desktop analysis, comparing carrier coverage maps with identified sites and a boots-on-the ground analysis to confirm our findings. We then began our individual carrier analysis which included confirming:

- Which structures each carrier was collocated on
- The height of the collocation
- The likely frequency band the carrier is operating on

Once we collected this information, we ran a propagation analysis to map the possible existing network service pattern of each major carrier in the City.

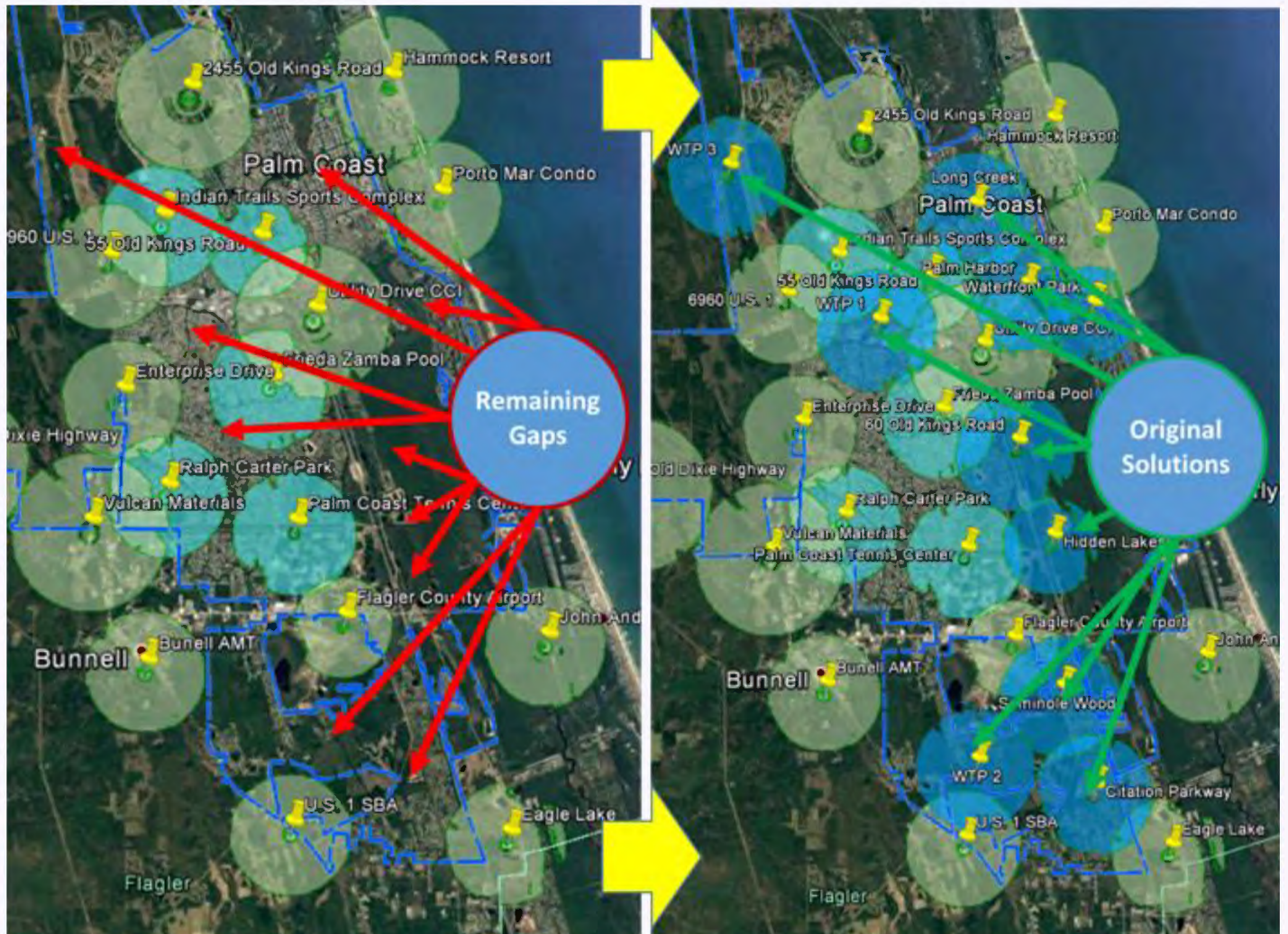


Steps 4-5 – Identify Possible Existing Coverage Gaps and Existing Infrastructure Solutions



By running a propagation model for each of the four carriers' locations, we were able to create a rudimentary mapping of their service areas in the City. After identifying likely gaps in service quality ("Service Gaps" above), we overlaid existing tower locations and identified towers with the optimal location to mitigate those drops in service quality ("Existing Solutions" above). We assessed the highest available space the carrier could place its equipment on these towers, then ran a propagation model to map the theoretical impact of such a collocation.

Steps 6-10 – Identify Remaining Gaps and Possible Solutions, Model New Tower Propagation and Provide Findings to FACT Team



After modeling the maximum improvement in service the carriers can achieve by utilizing existing sites, we reassessed the remaining service gaps (“Remaining Gaps” above). Diamond identified City owned properties within these coverage gaps on which i) a new tower could optimally mitigate the poor service quality and ii) there is sufficient/suitable space for the placement of such a new tower. We then modeled the service impact of adding towers to these locations (“Original Solutions” above). Diamond identified 10 “core” sites with 74 possible alternatives. Diamond presented its analysis to the FACT Team in September 2017 for review.



Step 11 – FACT Team and other City employees assess the feasibility of Diamond’s identified properties



The FACT Team worked closely with the GIS and Planning departments to analyze Diamond’s suggested properties and assess their feasibility for new tower builds. The City assessed:

- **Proximity to homes** – properties selected would provide wireless service to homes with appropriate separation and minimal visual impact of new infrastructure.
- **Future development plans** – Tower sites could not interfere with future/existing plans for developing parcels
- **Environmental considerations** – Whether the site was in a floodplain or in too close proximity to an existing or planned body of water.
- **Other characteristics** – Nature preserves, utility use, etc.

After careful analysis and consultation with Diamond, the FACT Team produced a list of 29 properties for inclusion in the Master Plan. **The list of 29 properties includes:**

- **25 City-Owned Properties** – Municipal properties that match service needs and are capable of accommodating towers per the parameters described above.
- **4 Other Public Properties** – Properties that would be explored as options for development if a City-Owned location is unsuitable to either the City or the carriers’ network plans.

Why are there more properties in the Wireless Master Plan than required towers?

- Carrier network structures are very complex
- Sites that may appear to fill coverage gaps could interfere with the intricate mesh of the network plan in a given area
- Small location adjustments, i.e. placing a tower on a neighboring parcel, can make an **infeasible** site **feasible**

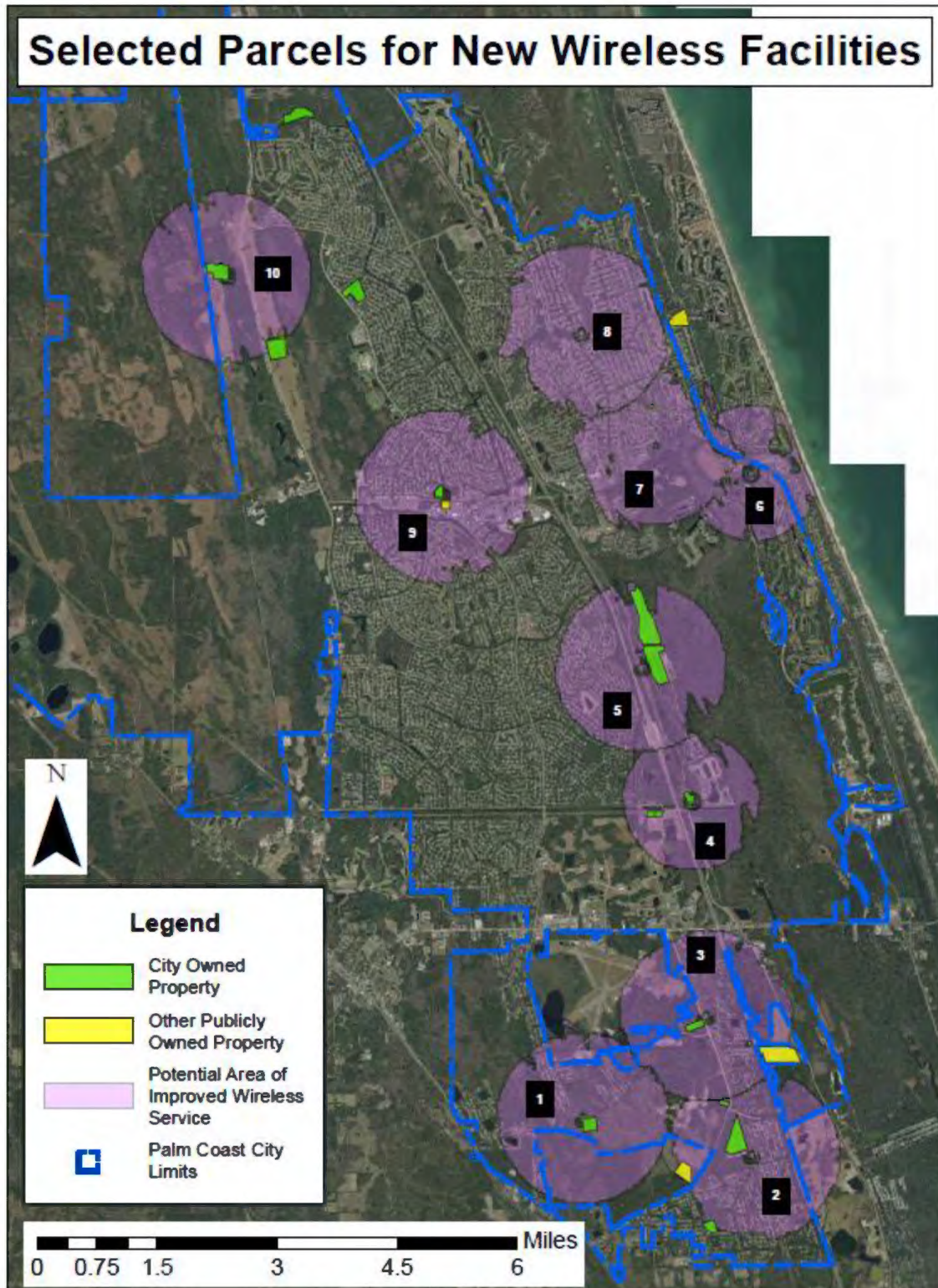
Maintaining, where possible, some location optionality will maximize the Plan’s chance for success – our analysis is indicative of carrier coverage gaps and not intended to be a precise summary of carrier needs.



Step 12 – FACT Team Confirms List of Properties for Master Plan

The below listed and mapped properties were carefully selected by the FACT team and other Palm Coast employees. See Appendices for more information on the selected parcels.

Master Plan Name	New Development Area #	Parcel Owner	Acreage	Location
1A	1	Palm Coast	1.0	Southern Palm Coast
1B	1	Palm Coast	18.1	Southern Palm Coast
2A	2	Palm Coast	12.4	Southern Palm Coast
2B	2	Flagler Schools	22.6	Southern Palm Coast
2C	2	Palm Coast	46.4	Southern Palm Coast
2D	2	Palm Coast	4.1	Southern Palm Coast
3A	3	Flagler County	52.3	Southern Palm Coast
3B	3	Palm Coast	13.0	Southern Palm Coast
3C	3	Palm Coast	1.5	Southern Palm Coast
4A	4	Palm Coast	4.4	East-Central Palm Coast (I-95)
4B	4	Palm Coast	4.0	East-Central Palm Coast (I-95)
4C	4	Palm Coast	1.3	East-Central Palm Coast (I-95)
4D	4	Palm Coast	7.6	East-Central Palm Coast (I-95)
4E	4	Palm Coast	1.6	East-Central Palm Coast (I-95)
4F	4	Palm Coast	4.1	East-Central Palm Coast (I-95)
5A	5	Palm Coast	54.7	East-Central Palm Coast (I-95)
5B	5	Palm Coast	83.3	East-Central Palm Coast (I-95)
6A	6	Palm Coast	1.2	Northeastern Palm Coast
7A	7	Palm Coast	1.9	Northeastern Palm Coast
8B	8	Palm Coast	1.0	Northeastern Palm Coast
8C	8	Palm Coast	2.3	Northeastern Palm Coast
9A	9	Palm Coast	9.6	Downtown Palm Coast
9B	9	Flagler Schools	7.1	Downtown Palm Coast
10A	10	Palm Coast	34.4	Northwestern Palm Coast
10B	10	Palm Coast	3.3	Northwestern Palm Coast
10C	10	Palm Coast	30.2	Northwestern Palm Coast
10D	10	Palm Coast	28.7	Northwestern Palm Coast
10E	10	Palm Coast	27.5	Northwestern Palm Coast



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Map Provided by the GIS Division

Date: 1/4/2018



7. The Master Plan in the Ordinance

How will Master Plan properties be treated in the City Ordinance?

- **City-Owned Master Plan properties will occupy the highest place in the siting hierarchy** – If a carrier elects to develop on a Master Plan property, it will not have to prove the properties' suitability in comparison with other properties. This saves the carrier both time and resources required to build a case that another property, considered less viable by the City, is necessary. It will also save City resources as the properties have already been analyzed.
- **The development will be subject only to administrative review** – The development of towers on the Master Plan properties has already been contemplated.
- **The City may waive application requirements for Master Plan sites** – Given that the properties are known quantities to the City, removing certain non-critical application steps will reduce the resource burden on both Palm Coast and the carriers, while preserving the necessary integrity of the review.
- **The Master Plan properties will be permitted to host monopoles up to 150 ft.** – As described earlier, monopoles enable carriers to develop quality, lasting network infrastructure as a preferred alternative to a lattice tower of a lattice tower. By best enabling future upgrades (i.e. building monopoles) Palm Coast may limit the need for significant future proliferation of cell towers to provide infrastructure to its growing population while setting the stage for 5G connectivity in the City.

Any development on a City owned property will require the execution of a lease approved by City Council. This means that effectively, the City has final say and maximum control over all tower development including placement, design and footprint. While the Master Plan presents a streamlined approach to developing towers in the City, if the plan is successful, the City will retain significant control and input on the development and operation of wireless infrastructure.



8. Marketing Plan

With the confirmation and approval of the Wireless Master Plan, Diamond will initiate a holistic marketing strategy to encourage carriers to improve their networks in Palm Coast. The marketing plan is as follows

1. Diamond will distribute a Press Release to relevant industry outlets announcing the passage of the Wireless Master Plan and updated Ordinance.
2. Diamond will update marketing materials for the overall relationship, Palm Coast's existing towers and each property in the Wireless Master Plan.
3. Diamond will distribute these marketing materials to the local (North/Central Florida) carrier offices and set up individual meetings to discuss Palm Coast's wireless service needs.
4. Diamond management will notify its corporate contacts at each major carrier of the opportunity.
5. Diamond will arrange a meeting with the carriers and the FACT team ("carrier summits") to create a plan to improve Palm Coast's wireless service quality. The objectives will include:
 - Identifying City owned towers with available space for new carrier installations. While the Ordinance, the City and Diamond would encourage collocation on non-City owned towers, the ultimate leasing decisions lie with the carriers and tower owners.



Tower Name	Location	Current Tenants	Possible Tenants
Palm Coast Tennis Center	1290 Belle Terre Parkway	Verizon, T-Mobile	AT&T, Sprint
Ralph Carter Park	1385 Rymfire Drive	T-Mobile	Verizon, AT&T and Sprint
A1A Water Tank	North Ocean Shore Boulevard	Verizon, T-Mobile, Sprint	AT&T
Utility Drive	22 Utility Drive	None	Unlikely – All four major carriers on towers directly adjacent on Utility Drive



- Defining locations for new towers, including, if necessary, revisiting the property list in the Wireless Master Plan, required to “complete” the macro-layer of carrier networks in Palm Coast.
 - Establish a development timeline and prioritization.
6. Execute leases and installations on City owned towers – these may require modifications as current flagpole towers may lack the structural capacity for additional carrier collocation.
 7. Execute options on selected City properties for tower builds. This will require the City’s approval of all final design, location and footprint specifications.

Why are the FACT Team and Diamond confident that this strategy will be effective?

- **Demonstrating Palm Coast’s commitment to improving wireless infrastructure will motivate carrier commitment to deploying it.** Carriers are wary of investing capital and planning resources on municipalities where acquiring necessary zoning and permitting is costly, time consuming and unpredictable – “time to deployment” is a key assessment made in any discussion of spending/budget priorities. Involving City personnel at early stages of development discussions will provide carriers with the confidence required to invest in improved infrastructure in Palm Coast.
- **The Wireless Master Plan will expedite improved networks coming online.** By establishing a faster, streamlined approval process for sites that are critical to fill voids in the carriers’ networks, Palm Coast residents and businesses can expect near term 4G connectivity AND sooner access to 5G technologies, as carriers will be better positioned to include the City in their near term deployments and upgrades.
- **The Wireless Master Plan could significantly mitigate carrier planning costs.** A sizeable component of carrier resources and budgets are dedicated to “site-acquisition” – identifying properties that suit the coverage objective, can host wireless equipment and have a landlord willing to lease space and work harmoniously with the carriers throughout the life of the lease. By presenting properties up front that meet these described qualities, the Master Plan should significantly reduce these associated costs.



Appendix

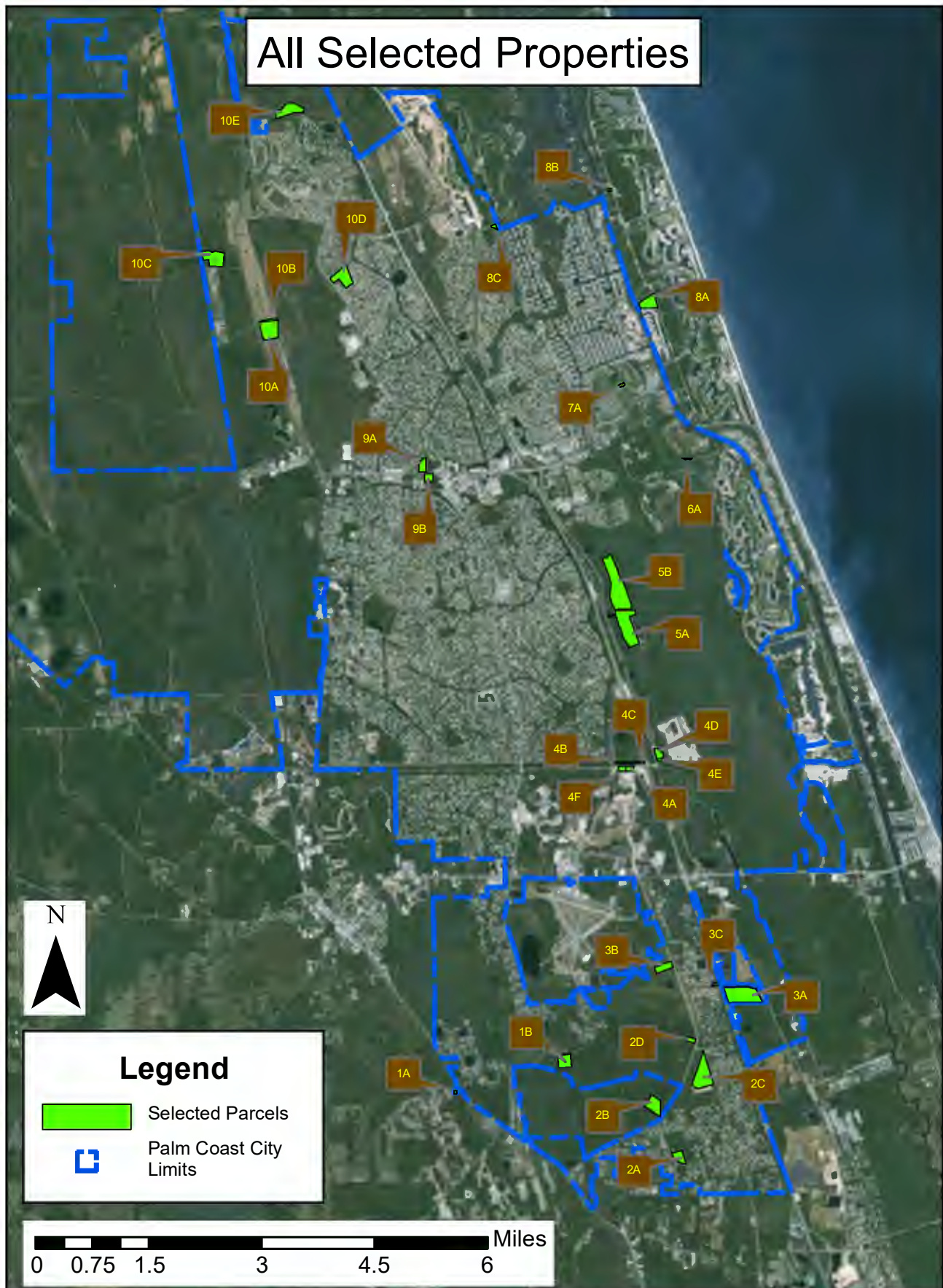
<i>Parcel Nu</i>	<i>Parcel Number</i>	<i>Owner Name</i>	<i>Use Description</i>	<i>Primary or Secondary</i>	<i>Area (in acres)</i>	<i>Zoning</i>
1A	2512301500001300000	CITY OF PALM COAST	MUNICIPAL	Secondary		1.005 PSP
1B	1912310650000C00020	CITY OF PALM COAST	MUNICIPAL	Primary	18.100	PSP
2A	0711317059PDM50010	CITY OF PALM COAST	MUNICIPAL	Primary		12.398 P&G
2B *	2912310000010100030	SCHOOL BOARD OF FLAGLER COUNTY	SCHOOL OWN	Secondary	22.620	No info, not in city limits
2C	0711317059000RP0050	CITY OF PALM COAST	MUNICIPAL	Primary		46.384 MPD
2D	2112310000010200010	CITY OF PALM COAST	MUNICIPAL	Primary	4.130	PSP
3A *	2112310000010400000	BOARD OF COUNTY COMMISSIONERS	COUNTY	Secondary	52.330	No info, not in city limits
3B	1612310000010100040	CITY OF PALM COAST	MUNICIPAL	Primary	13.000	PSP
3C	0711317057000000011 (smaller square in the middle of selected parcel area)/071131705700RP000B2 (central portion of the en	CITY OF PALM COAST (both are)	MUNICIPAL	Primary	0.037/1.522	PSP
4A	0612315815000000300 (east half of parcel)	CITY OF PALM COAST	MUNICIPAL	Secondary		4.372 MPD
4B	3211310000030400012	CITY OF PALM COAST	MUNICIPAL	Secondary	3.970	MPD
4C	3211310000030400013	CITY OF PALM COAST	MUNICIPAL	Secondary	1.310	MPD
4D	33113130600000000H0 (larger northern part of parcel)	CITY OF PALM COAST	MUNICIPAL	Secondary		7.552 MPD
4E	33113130600000000H0 (smaller southern square portion of parcel)	CITY OF PALM COAST	MUNICIPAL	Primary		1.607 MPD
4F	0612315815000000300 (west half of parcel)	CITY OF PALM COAST	MUNICIPAL	Primary	4.130	MPD
5A	2911310000010100010	CITY OF PALM COAST	MUNICIPAL	Primary	54.720	PSP
5B	2011310000010100010	CITY OF PALM COAST	MUNICIPAL	Primary	83.300	PSP
6A	16113112600000000M0	CITY OF PALM COAST	MUNICIPAL	Primary	1.210	MPD
7A	0711317008000A00010 (small central portion of parcel, includes maintenance building)	CITY OF PALM COAST	MUNICIPAL	Primary		1.885 MPD
8A *	0711317085001700000	SCHOOL BOARD OF FLAGLER	SCHOOL OWN	Secondary	20.000	No info, not in city limits
8B **	4010313150000000460	CITY OF PALM COAST	MUNICIPAL	Secondary		0.999 No info, not in city limits
8C	0711317010RP0A00020	CITY OF PALM COAST	MUNICIPAL	Primary	2.260	COM-1
9A	0711317013000000300	CITY OF PALM COAST	MUNICIPAL	Primary	9.610	PSP
9B	1411300000010100020	SCHOOL BOARD OF FLAGLER	SCHOOL OWN	Secondary	7.110	COM-2
10A	04113000000101000A5	CITY OF PALM COAST	MUNICIPAL	Primary	34.380	MPD
10B	04113000000101000A4	CITY OF PALM COAST	MUNICIPAL	Primary	3.270	MPD
10C	33103000000103000B4	CITY OF PALM COAST	MUNICIPAL	Primary	30.230	PSP
10D	0711317035RP0L30010	CITY OF PALM COAST	MUNICIPAL	Secondary	28.710	PSP
10E	2210300000010300010 (western half of parcel, does not include the skinny eastern tail)	CITY OF PALM COAST	MUNICIPAL	Secondary		27.476 PSP

Parcel numbers 3C, 4A & 4F, 4D & 4E, 7A, and 10E acreage areas were estimated using the ArcGIS Desktop Measurement tool. These areas were estimated with this tool because they are smaller segments of larger official Flagler County parcels. The other Parcel number acreage areas were taken directly from Flaglaerpa.com (Flagler County Property Appraiser website) using the Property Record Search web app tool.

* These parcels are for marketing purposes only because located outside of city limits and NOT owned by city

** This parcel is city owned and located outside of city limits

*** Document updated 1/4/2018

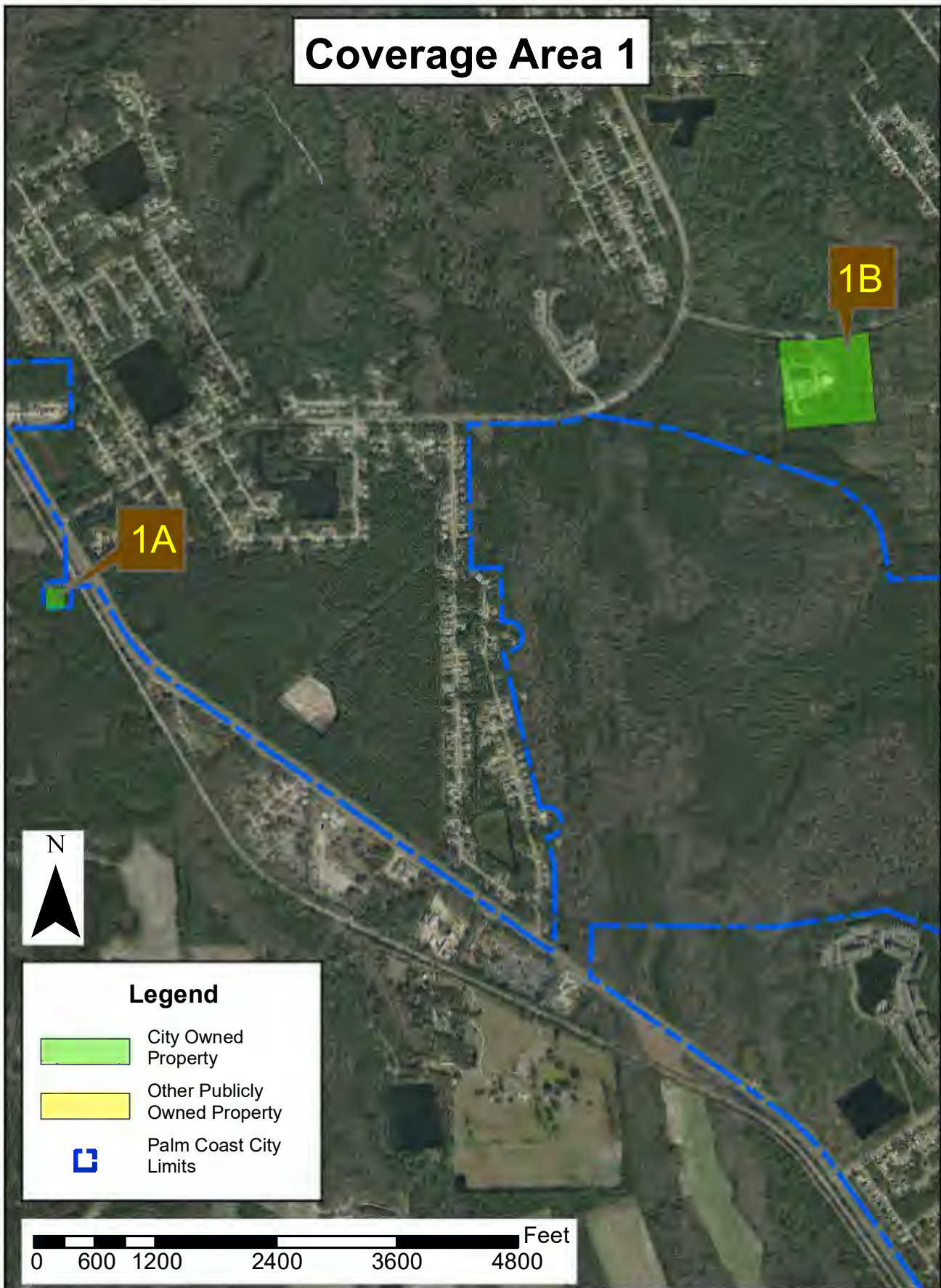


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Coverage Area 1

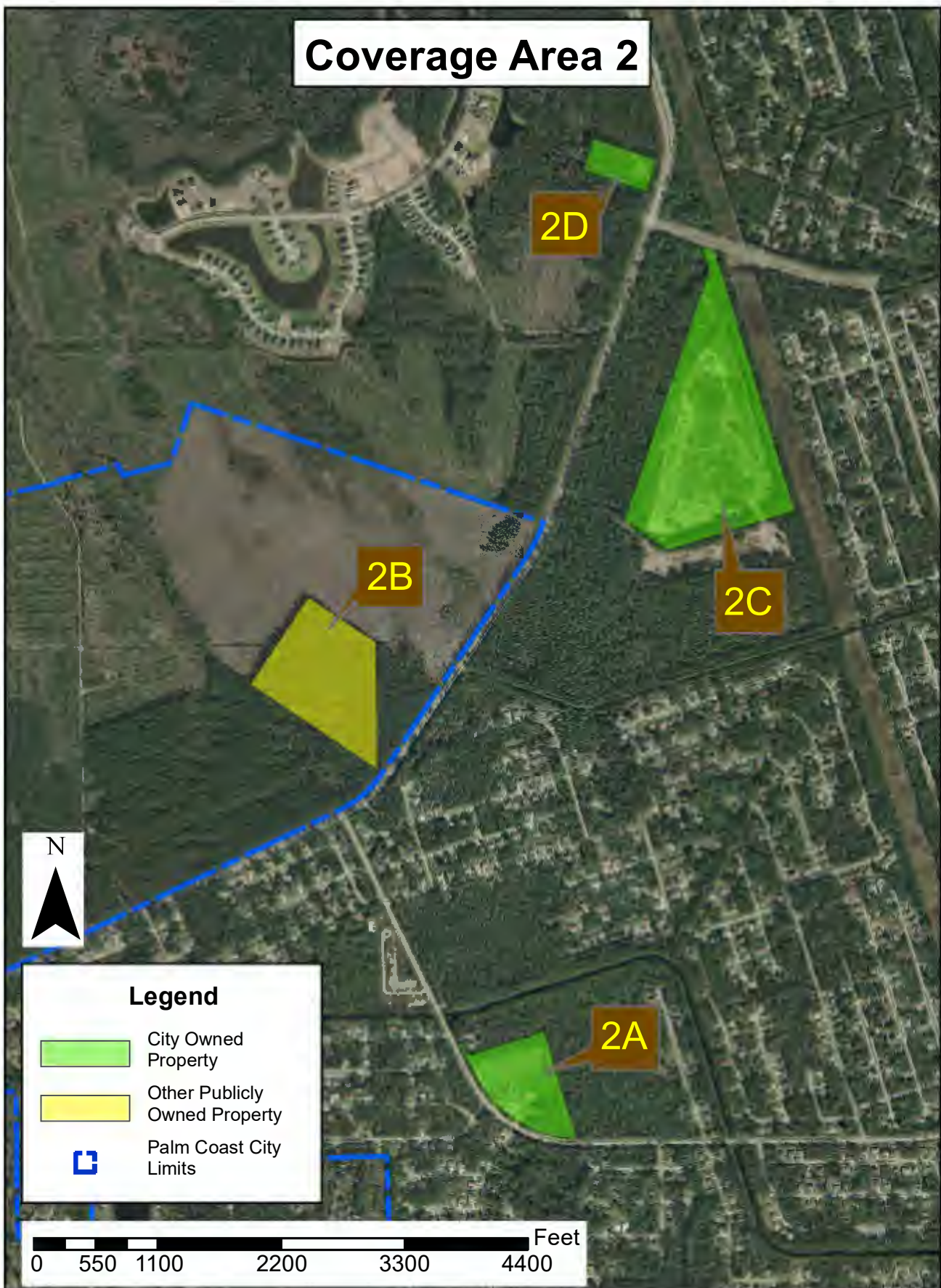


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Coverage Area 2

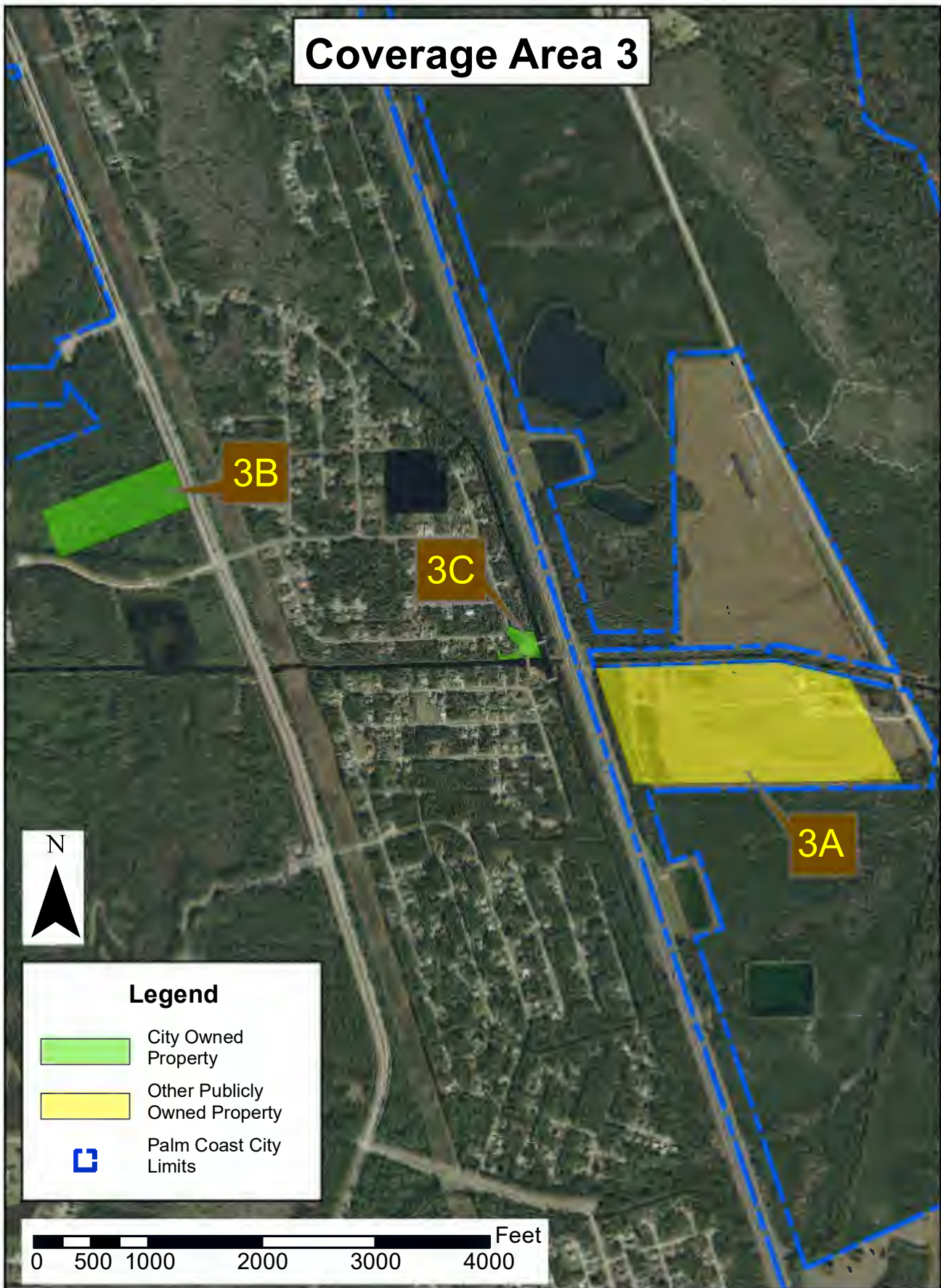


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Coverage Area 3



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Coverage Area 4



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Date: 1/4/2018

Coverage Area 5



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Map Provided by the GIS Division

Date: 1/4/2018

Coverage Area 6

6A



Legend

-  City Owned Property
-  Other Publicly Owned Property
-  Palm Coast City Limits

0 62.5 125 250 375 500 Feet

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Map Provided by the GIS Division

Date: 1/4/2018

Coverage Area 7

7A



Legend

-  City Owned Property
-  Other Publicly Owned Property
-  Palm Coast City Limits

0 55 110 220 330 440 Feet

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Map Provided by the GIS Division

Date: 1/4/2018

Coverage Area 8



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Map Provided by the GIS Division

Date: 1/4/2018

Coverage Area 9



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Map Provided by the GIS Division

Date: 1/4/2018

Coverage Area 10



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Map Provided by the GIS Division

Date: 1/4/2018

City of Palm Coast, Florida

Agenda Item

Agenda Date : 01/16/2018

Department	CITY CLERK	Amount
Item Key		Account
		#
Subject	ORDINANCE 2018-XX REPEALING CHAPTER 54 WIRELESS TELECOMMUNICATIONS OF THE CITY'S CODE OF ORDINANCES AND AMEND CHAPTER 4 WIRELESS COMMUNICATION FACILITIES OF THE UNIFIED LAND DEVELOPMENT CODE	
Background : <u>UPDATE FROM THE JANUARY 9, 2018 WORKSHOP</u> This item was heard by City Council at their January 9, 2018 Workshop. There were no changes suggested to this item. However, there were some final legal revisions made to the Ordinance, which are highlighted in yellow.		
<u>ORIGINAL BACKGROUND FROM THE JANUARY 9, 2018 WORKSHOP</u> The wireless communications project under consideration consists of three components: a revised Wireless Communication Facilities Ordinance in the City's Land Development Code, proposed amendments to the City's ROW Ordinance to regulate small cell facilities in the ROW, and a proposed Wireless Master Plan. This item is to repeal Chapter 54 "Wireless Telecommunications" of the Code of Ordinances and amend Section 4-20, "Wireless Communication Facilities" of Chapter 4, "Conditions for limited specific uses and activities" in the City's Unified Land Development Code. The proposed revisions to Section 4.20 of the City's Unified Land Development Code includes the following changes: 1) Allowance for administrative review for specified applications, included recommended sites within the City's proposed Wireless Master Plan (WMP); 2) Promote publically-owned properties identified in the WMP as the most suitable for siting telecommunication facilities and create incentives for their use; 3) Provide renewed guidance and assistance to telecommunication applicants in the siting and design of proposed facilities.		
Recommended Action : Adopt Ordinance 2018-XX repealing Chapter 54 Wireless Telecommunications of the City's Code of Ordinances and amend Chapter 4 Wireless Communication Facilities of the Unified Land Development Code.		

ORDINANCE 2018-_____
AMENDING THE UNIFIED LAND DEVELOPMENT CODE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA REPEALING CHAPTER 54 “WIRELESS TELECOMMUNICATIONS” OF THE CODE OF ORDINANCES OF THE CITY OF PALM COAST; AMENDING THE UNIFIED LAND DEVELOPMENT CODE OF THE CITY OF PALM COAST BY AMENDING CHAPTER 3, “ZONING, USES, AND DIMENSIONAL STANDARDS”, SECTION 3.02.01 “RESIDENTIAL ZONING DISTRICTS”, TABLE 3-2, TO CROSS REFERENCE SECTION 4.20 RELATING TO WIRELESS COMMUNICATION FACILITIES; AND AMENDING SECTION 3.03.02 “NONRESIDENTIAL AND MIXED USE DISTRICTS – ALLOWABLE USES”, TABLE 3-4, TO CROSS REFERENCE SECTION 4.20 RELATING TO WIRELESS COMMUNICATION FACILITIES; REPEALING AND REPLACING SECTION 4-20, “WIRELESS COMMUNICATION FACILITIES” OF CHAPTER 4, “CONDITIONS FOR LIMITED SPECIFIC USES AND ACTIVITIES” TO AMEND AND UPDATE REGULATIONS REGARDING COMMUNICATIONS FACILITIES CONSISTENT WITH APPLICABLE STATE AND FEDERAL LAW, AND TO RENAME SECTION 4.20 TO READ “WIRELESS TELECOMMUNICATIONS”; AMENDING SECTION 14.02, “GLOSSARY” TO UPDATE DEFINITIONS RELATING TO WIRELESS COMMUNICATION FACILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, advances in telecommunications infrastructure have been developed which help to meet wireless system capacity demands in dense areas through the deployment of localized networks of antennas; and

WHEREAS, the provisions of the City of Palm Coast Unified Land Development Code regulating communication towers and communication antennas require updating to address current technology and practices utilizing wireless communication facilities on real property and in the public rights-of-way; and

WHEREAS, it is in the best interests of the citizens, business, and visitors in the City of Palm Coast to ensure there is sufficient wireless communication service; and

WHEREAS, the City of Palm Coast has a substantial and significant public interest in regulating the siting of communication towers, communication antennas, and wireless communication facilities to promote the public health, safety, aesthetics, and general welfare; and

WHEREAS, the City of Palm Coast has a substantial and significant public interest in protecting residential areas and land uses from potential adverse impacts of communication towers, communication antennas, and wireless communication facilities; and

WHEREAS, the City of Palm Coast desires to avoid potential damage to adjacent properties from tower or wireless communication facility failure through engineering and careful siting; and

WHEREAS, the City of Palm Coast desires to accommodate the growing need and demand for communication services while minimizing visual and other impacts of wireless communication facilities on surrounding areas by establishing standards for location, design, landscape screening, and compatibility; and

WHEREAS, the Emergency Communications Number E911 Act, Chapter 365, Florida Statutes, (the "Act") addresses, inter alia, local governments' regulation of the placement, construction or modification of wireless communications facilities; and

WHEREAS, the Act establishes parameters for the regulation of communications facilities, and allows local governments to review any applicable land development or zoning issue, including, but not limited to, aesthetics, landscaping, land use based location priorities, structural design, and setbacks; and

WHEREAS, Section 337.401 et seq., Florida Statutes, addresses, inter alia, the authority of municipalities to regulate the placement and maintenance of communications facilities in the public rights-of-way; and

WHEREAS, the Florida Legislature has adopted, and on June 23, 2017, the Governor signed into law, effective July 1, 2017, the Advanced Wireless Infrastructure Deployment Act codified at Section 337.401(7), Florida Statutes, which places certain limitations on local government authority to regulate the collocation of small wireless facilities within the public rights-of-way; and

WHEREAS, courts applying Florida and federal law have held that a municipality may impose reasonable design limitations on communications facilities that deal directly with a concern for aesthetics and may regulate the placement of wireless facilities where such regulation does not prohibit or effectively prohibit the provision of wireless services; and

WHEREAS, the City Council of the City of Palm Coast desires to establish uniform standards and guidelines for the siting, design, and permitting of communication towers, communication antennas, and wireless communication facilities in the City of Palm Coast and to establish review procedures to ensure that applications for same are acted upon consistent with state and federal law; and

WHEREAS, at a regularly scheduled meeting on January 17, 2018, the City's Planning and Land Development Regulation Board voted in favor of the proposed revisions; and

WHEREAS, the City Council hereby finds this Ordinance consistent with the Comprehensive Plan of the City of Palm Coast, and in the best interest of the public health, safety, and welfare of the public and citizens of the City of Palm Coast, Florida, while complying with the Act and all other state and federal laws and regulations governing communications facilities; and

WHEREAS, words with double underlined type shall constitute additions to the original text and ~~strike through~~ type shall constitute deletions to the original text, and asterisks (* * *)

indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. REPEALING CHAPTER 54, WIRELESS TELECOMMUNICATIONS. That Chapter 54, Wireless Telecommunications, of the City of Palm Coast Code of Ordinances, is hereby repealed in its entirety.

SECTION 3. AMENDING TABLE 3-2 OF SECTION 3.02.02. That Table 3-2, of Section 3.02.02, Residential Districts—Allowable Uses, of Chapter 3, Zoning, Uses, and Dimensional Standards, of the Unified Land Development Code of the City of Palm Coast is hereby amended to read as follows:

Table 3-2. Residential Zoning Districts—Use Table

* * *

USES	SFR-1	SFR-2	SFR-3	SFR 4 & 5	EST-1	EST-2	AGR	DPX	MFR 1 & 2	MHD	MPD
Veterinary Clinics and Services	-	-	-	-	-	S	P	-	-	-	P
Wholesale/Retail Fertilizer Sales	-	-	-	-	-	-	P	-	-	-	-
Wireless Communication Facilities (L)	P U	P U	P U	P U	P U	P U	P U	P U	P U	P U	P U

SECTION 4. AMENDING TABLE 3-4 OF SECTION 3.03.02. That Table 3-4, of Section 3.03.02, Nonresidential and Mixed Use Districts – Allowable Uses, of Chapter 3, Zoning, Uses, and Dimensional Standards, of the Unified Land Development Code of the City of Palm Coast is hereby amended to read as follows:

Ordinance 2018-_____

Table 3-4. Nonresidential and Mixed Use Zoning Districts – Use Table

* * *

Specific Use Type	COM-1	COM-2	COM-3	OFC-1	OFC-2	IND-1	IND-2	PSP	P & G	PRS	MPD 1
Wastewater Treatment Facilities	-	-	-	-	-	-	-	S	-	-	-
Water Supply Plants	-	-	-	-	-	-	-	S	-	-	P
Wireless Communication Facilities (L)	P-L	P-L	P-L	P-L	P-L	P-L	P-L	P-L	P-L	P-L	P-L

* * *

SECTION 5. REPEAL AND REPLACEMENT OF SECTION 4.20, WIRELESS COMMUNICATION FACILITIES. That Section 4.20, Wireless Communication Facilities, of Chapter 4, Conditions for Limited Specific Uses and Activities, of the City of Palm Coast Unified Land Development Code is hereby repealed and reestablished as shown in Attachment “A”.

SECTION 6. AMENDMENT OF SECTION 14.02, GLOSSARY. That Section 14.02 of Chapter 14, Glossary, of the City of Palm Coast Unified Land Development Code is hereby amended as shown in Attachment “B”.

SECTION 7. 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 8. CODIFICATION. It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to "Section," "Article," or other appropriate word.

SECTION 9. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 10. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

Approved on first reading this ____ day of _____ 2018.

Adopted on second reading after due public notice and hearing this ____ day of _____ 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.

ATTACHMENT "A"

SECTION 4.20 - WIRELESS TELECOMMUNICATIONS

Sec. 4.20.01. - Legislative purposes.

A. The legislative purposes of this section are to:

- (1) Promote the health, safety, and general welfare of the public by regulating the siting of wireless communication facilities.
- (2) Minimize the impacts of wireless communication facilities on surrounding areas by establishing standards for location, structural integrity and land use compatibility.
- (3) Establish standards for preferred siting, design and screening by requiring consistency with the City's Wireless Master Plan, consistent with the Telecommunications Act of 1996, and Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 ("Spectrum Act").
- (4) Encourage the use of public lands, buildings, and structures as locations for wireless telecommunications infrastructure thereby establishing more ability to manage selected sites identified in the City's Wireless Master Plan.
- (5) Encourage coordination and collocation of antennas on existing structures to meet coverage needs and promote the efficient use of existing infrastructure.
- (6) Accommodate the growing need and demand for wireless communications services in a manner that ensures the placement, construction or modification of wireless communication facilities complies with all applicable state and federal laws.
- (7) Ensure there is sufficient wireless infrastructure to support public safety communication services throughout the City, including times of evacuation and disaster response.
- (8) Encourage providers of wireless communication facilities to locate wireless communication facilities in areas where the need is demonstrated and planned for and adverse impacts on the community is minimal.
- (9) Respond to the rational policies embodied in the Telecommunications Act of 1996 in such a manner as not to unreasonably discriminate between providers of functionally equivalent personal wireless services or to prohibit or have the effect of prohibiting personal wireless services.
- (10) Ensure that land use decisions are made in consideration of, and in compatibility with, the goals, objectives and policies of the City of Palm Coast Comprehensive Plan and its land development regulations as set forth in the Land Development Code (LDC).

B. It is the intent of this section that all actions of the City be consistent with controlling federal and state law.

C. The City Council of the City of Palm Coast hereby finds and determines that this section is consistent with the goals, objectives and policies of the City of Palm Coast Comprehensive Plan and other controlling law.

Sec. 4.20.02. - Definitions.

Ancillary structure means, for the purposes of this section, any form of development associated with a WCF including, but not limited to: foundations, concrete slabs on grade, guy anchors, generators, and transmission cable supports; provided, however, specifically excluding equipment cabinets.

Anti-climbing device means a piece or pieces of equipment, which are either attached to an antenna support structure, or which are freestanding and are designed to prevent people from climbing the structure. These devices may include, but are not limited to, fine mesh wrap around structure legs, "squirrel-cones," or other approved devices, but excluding the use of barbed or razor wire.

Antenna means any apparatus designed for the transmitting and/or receiving of electromagnetic waves including, but not limited to: telephonic, radio or television communications. Types of elements include, but are not limited to: omni-directional (whip) antennas, sectionerized (panel) antennas, multi or single bay (FM and TV), yagi, or parabolic (dish) antennas.

Antenna array means a single or group of antenna elements and associated mounting hardware, transmission lines, or other appurtenances which share a common attachment device such as a mounting frame or mounting support structure for the sole purpose of transmitting or receiving electromagnetic waves.

Antenna element means any antenna or antenna array.

Freestanding WCF or collocations means those where the antenna or antenna array is located on towers, concealed or nonconcealed, together with the ancillary structures, feed lines, equipment shelters, and other necessary facilities, which may be located either on or in the tower.

Attached WCF means an antenna or antenna array that is secured to an existing base station with any accompanying pole or device which attaches it to the building or structure, together with transmission cables, and an equipment cabinet, which may be located either on the roof or inside/outside of the building or structure. An attached WCF is considered to be an accessory use to the existing principal use on a site.

Base Station means a structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined herein, or any equipment associated with a tower. "Base station" includes, without limitation:

(1) Equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

(2) Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including distributed antenna systems ("DAS") and small-cell networks).

(3) Any structure other than a tower that, at the time the relevant application is filed with the City under this subsection, supports or houses equipment described in subsections (1) and (2) of this definition that has been reviewed and approved under the applicable zoning or siting process, or under another state or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing that support.

The term does not include any structure that, at the time the relevant application is filed with the City under this subsection, does not support or house equipment described in subsections (1) and (2) of this definition.

Breakpoint technology means the engineering design of a monopole wherein a specified point on the monopole is designed to have stresses concentrated so that the point is at least five percent more susceptible to failure than any other point along the monopole so that in the event of a structural failure of the monopole, the failure will occur at the breakpoint rather than at the base plate, anchor bolts, or any other point on the monopole.

Collocation means the situation in which a second or subsequent communications services provider or a pass-through provider uses an existing structure to locate a second or subsequent antenna or wireless communication facility. The term includes the ground, platform, or roof installation of equipment enclosures, cabinets, or buildings, and cables, brackets, and other equipment associated with the location and operation of a communication antenna.

Combined antenna means an antenna or an antenna array designed and utilized to provide services for more than one wireless provider for the same or similar type of services.

Concealed means a tower, base station, ancillary structure, or equipment compound that is not readily identifiable as a wireless communication facility, and is designed to be aesthetically compatible with existing and proposed building(s) and uses on a site or in the neighborhood or area. There are two types of concealed facilities:

(1) Concealed base stations may include painted antenna and feed lines to match the color of a building or structure, faux parapets, windows, dormers, or other architectural features that blend with an existing or proposed structure.

(2) Concealed freestanding towers which look like something else that is common in the region such as a church steeple, bell tower, clock tower, light standard, flagpole with a flag that is proportional in size to the height and girth of the tower, or tree that grows naturally or is commonly found in the area.

Development area means the area occupied by a WCF including, but not limited to, areas inside or under the following: an antenna-support structure's framework, equipment cabinets, ancillary structures and access ways.

Eligible Facilities Request means any request for modification of an existing tower or base station that, in accordance with the definitions contained in FCC regulations codified at 47 C.F.R. § 1.40001, does not substantially change the physical dimensions of the existing support structure and is requesting:

- (1) Collocation of new transmission equipment;
- (2) Removal of existing transmission equipment; or
- (3) Replacement of existing transmission equipment.

Eligible support structure means any tower or base station that is existing at the time the relevant application is filed with the City under this subsection.

Environmentally Sensitive Lands are as provided in Chapter 10 of the Unified Land Development Code-Environmental and Cultural Resource Protection.

Equipment cabinet means any structure above the base flood elevation including, but not limited to, cabinets, shelters, pedestals, and other similar structures. Equipment cabinets are used exclusively to contain radio or other equipment necessary for the transmission or reception of wireless communication signals.

Equipment compound means the fenced area surrounding the ground-based wireless communication facility including, but not limited to, the areas inside or under the following: the tower's framework and ancillary structures such as equipment necessary to operate the antenna on the WCF that is above the base flood elevation including: cabinets, shelters, pedestals, and other similar structures.

Equipment facility means a room, cabinet, shelter, pedestal, build-out of an existing structure, building, or similar structure used to house ancillary equipment for a communication tower or antenna. Each such cabinet, shelter, or building shall be considered a separate equipment facility.

Existing means a constructed tower or base station existing for purposes of this section that has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this subsection.

Expedited collocation application means collocation applications, or portions thereof, on towers or base stations, excluding collocations on a historic building, structure, site, object, or district, that meet the criteria set forth in Section 365.172(13)(a), F.S., as amended.

FAA means the Federal Aviation Administration.

FCC means the Federal Communications Commission.

Feed lines means cables used as the interconnecting media between the transmission/receiving base station and the antenna.

Flush-mounted means any antenna or antenna array attached directly to the face of the support structure or building such that no portion of the antenna extends above the height of the support structure or building. Where a maximum flush-mounting distance is given, that distance shall be measured from the outside edge of the support structure or building to the inside edge of the antenna.

Guyed structure (see tower). Guyed structures for new WCFs are prohibited within the City.

Geographic search ring means an area designated by a wireless provider or operator for a new base station, produced in accordance with generally accepted principles of wireless engineering.

Handoff candidate means a wireless communication facility that receives call transference from another wireless facility, usually located in an adjacent first "tier" surrounding the initial wireless facility.

Lattice structure (see Tower). Lattice structures for new WCFs are prohibited within the City.

Least visually obtrusive profile means the design of a wireless communication facility intended to present a visual profile that is the minimum profile necessary for the facility to properly function.

Level I refers to a wireless communication facility permit subject to administrative review and approval by the Land Use Administrator or designee, with no public hearing requirement.

Level II refers to wireless communication facility permit subject to the special exception approval process set forth in Section 2.07 of the Land Development Code, except that the application review and approval timeframes set forth in Section 4.20.10 shall apply. New towers proposed in non-Wireless Master

Plan Sites shall require Level II permits. All other installations only require Level I permits.

Micro Wireless Facility (see Section 42-103).

Modification means a modification of an existing tower or base station to increase the height, or to improve its integrity, by replacing or removing one or several tower(s) located in proximity to a proposed new tower in order to encourage compliance with this section or improve aesthetics or functionality of the overall wireless network.

Monopole structure (see Tower).

Non-concealed WCF means a wireless communication facility that is readily identifiable as such and can be either freestanding or attached.

Personal wireless service means commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services, as defined in the Telecommunications Act of 1996.

Public safety communications equipment means all communications equipment utilized by a public entity for the purpose of ensuring the safety of the citizens of the City and operating within the frequency range of 700 MHz and 1,000 MHz and any future spectrum allocations at the direction of the FCC.

Public View means a non-amplified visual range of site from rights-of-ways, sidewalks, adjacent properties, or other publically accessible vantage points.

Radio frequency (RF) emissions means any electromagnetic radiation or other communications signal emitted from an antenna or antenna-related equipment on the ground, antenna support structure, building, or other vertical projection.

Radio frequency (RF) propagation means wireless telecommunications signal service area as shown on maps.

Satellite Earth Station means a single or group of parabolic (or dish) antennas are mounted to a support device that may be a pole or truss assembly attached to a foundation in the ground, or in some other configuration. A satellite earth station may include, but is not limited to, the associated separate equipment cabinets necessary for the transmission or reception of wireless communications signals with satellites.

Site means for towers other than towers in the public rights-of-way, the current boundaries of the leased or owned property surrounding the tower, and any access or utility easements currently related to the site, and, for other eligible support structures, further restricted to that area in proximity to the structure and to other transmission equipment already deployed on the ground.

Small wireless facility (See Section 42-103).

Substantial Change means a modification that substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

(1) For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10 percent or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10 percent or more than 10 feet, whichever is greater. Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be

measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act;

(2) For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than 20 feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;

(3) For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no preexisting ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10 percent larger in height or overall volume than any other ground cabinets associated with the structure;

(4) It entails any excavation or deployment outside the current site;

(5) It would defeat the concealment elements of the eligible support structure; or

(6) It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment; provided, however, that this limitation does not apply to any modification that is noncompliant only in a manner that would not exceed the thresholds identified in subsections (1) through (4) of this definition.

Tower means any structure built for the sole or primary purpose of supporting any FCC- licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site. Towers do not include any device used to attach antennas to an existing building, unless the device extends above the highest point of the building by more than 20 feet. A tower may be concealed or non-concealed. Non-concealed towers include:

(1) *Guyed structure* means a style of tower consisting of a single truss assembly composed of sections with bracing incorporated. The sections are attached to each other, and the assembly is attached to a foundation and supported by a series of wires that are connected to anchors placed in the ground or on a building. Guyed structures for new WCFs are prohibited within the City.

(2) *Lattice structure* means a self-supporting tapered style of tower that consists of vertical and horizontal supports with multiple legs and cross-bracing, and metal crossed strips or bars to support antennas. Lattice structures for new WCFs are prohibited within the City.

(3) *Monopole structure* means a style of freestanding tower consisting of a single shaft usually composed of two or more hollow sections that are in turn attached to a foundation. This type of tower is designed to support itself without the use of guy wires or other stabilization devices. These facilities are mounted to a foundation that rests on or in the ground or on a building's roof. All feed lines shall be installed within the shaft of the structure.

Transmission Equipment means equipment that facilitates transmission for any FCC- licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with

wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

WCF (see Wireless Communication Facility).

Wireless communications means any personal wireless service, which includes but is not limited to, cellular, personal communication services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), unlicensed spectrum services utilizing devices described in Part 15 of the FCC's regulations (e.g., wireless internet services and paging).

Wireless communication facility (WCF) means any staffed or unstaffed location for the transmission and/or reception of radio frequency signals, or other personal wireless communications, as defined in the Telecommunications Act of 1996, and usually consisting of an antenna or antenna array, transmission cables, feed lines, equipment cabinets, towers, cabling, antenna brackets, and other such equipment. The following shall be deemed a wireless communication facility: new, replacement, or existing towers, government-owned towers, modified towers, collocation on existing towers or base stations, attached concealed and non-concealed antenna, dual purpose facilities, DAS, small cell, concealed towers, and non-concealed towers, so long as those facilities are used in the provision of personal wireless services as that term is defined in the Telecommunications Act.

Wireless Master Plan means the Wireless Telecommunications Master Plan developed and adopted by the City, as amended from time to time, to enforce applicable development standards, land development regulations, state law and federal law related to the deployment of wireless telecommunications infrastructure.

Sec. 4.20.03. - Applicability.

A. Except as provided in section 4.20.04, the following shall apply to the development activities including, but not limited to, installation, construction or modification of the following wireless communications facilities:

- (1) Existing towers.
- (2) Proposed towers.
- (3) Public towers.
- (4) Replacement of existing towers.
- (5) Collocation on towers and base stations.
- (6) Attached WCF.
- (7) Concealed WCF.

B. These regulations are subject to state and federal law limitations.

Sec. 4.20.04. - Exempt installations.

The following uses are exempt from the provisions of this section notwithstanding any other provision of the City's land development regulations, but are subject to all applicable building code compliance and building permit reviews:

- (1) Non-commercial, amateur radio antennas as provided for in Section 125.561, Florida Statutes.

- (2) Satellite earth stations that are one meter (39.37 inches) or less in diameter in all residential districts and two meters or less in all other zoning districts and which are not greater than 20 feet above grade in residential districts and 35 feet above grade in all other zoning districts.
- (3) A government-owned WCF, upon the declaration of a state of emergency by federal, state, or local government, and a written determination of public necessity by the City; except that such WCF must comply with all federal and state requirements. This exemption shall terminate upon the state of emergency ending.
- (4) A government-owned WCF erected for the purposes of installing antenna(s) and ancillary equipment necessary to provide communications for public health and safety.
- (5) A temporary, commercial WCF, upon the declaration of a state of emergency by federal, state or local government, or determination of public necessity by the City, and approval by the City; except that such WCF must comply with all federal and state requirements. The exemption may be permitted by the City to continue to three months after the duration of the state of emergency.
- (6) A temporary, commercial WCF for the purposes of providing coverage of a special event such as news coverage or sporting event, subject to approved by the City, except that such WCF must comply with all federal and state requirements. Said WCF may be exempt for a period of up to one week after the duration of the special event.
- (7) Antenna support structures, antennas, and/or antenna arrays for AM/FM/TV/HDTV broadcasting transmission facilities that are licensed by the FCC shall be regulated in accordance with federal, state and other applicable regulations.

Sec. 4.20.05. – Wireless Master Plan

- A. The City has adopted a Wireless Master Plan by Resolution of the City Council. The Wireless Master Plan identifies existing or proposed City or publicly owned sites for wireless communication infrastructure and service.
- B. Design standards for proposed towers in the Wireless Master Plan shall be consistent with this Ordinance and the Wireless Master Plan but may be further detailed and addressed through the required lease terms for use of any public property.
- C. The Wireless Master Plan was adopted by the City Council by Resolution No. _____, as may be amended by City Council resolution hereafter. And, by this reference, the Wireless Master Plan is incorporated herein.
- D. The Land Use Administrator or designee may waive application requirements in Section 4.20.09 for sites within the Wireless Master Plan. The applicable requirements are listed in Section 4.20.09.
- E. If an applicant receives a permit to develop a site on City-owned property, the permit shall not become effective until the applicant and the City have executed a written agreement or lease setting forth the applicable terms and provisions.

- F. No permit granted under this section shall convey an exclusive right, privilege, permit, or franchise to occupy or use the publicly owned sites of the jurisdiction for delivery of wireless communications services or any other purpose.
- G. No permit granted under this section shall convey any right, title or interest in the public lands, but shall be deemed a permit only to use and occupy the public lands for the limited purposes and term stated in the agreement between the lessor and lessee.
- H. Sites located within the Wireless Master Plan may utilize a standard landscape plan, approved by the Land Use Administrator or designee.
- I. Sites within the Wireless Master Plan may utilize alternative compliance standards to access a WCF site, if approved by the Land Use Administrator or designee.

Sec. 4.20.06. – Preferred siting locations.

- A. All new WCFs and any supporting structures, except for those proposed within the public rights-of-way, shall generally adhere to the following siting preferences, in order of preference:
 - (1) City-owned property identified in the Wireless Master Plan;
 - (2) Other public property identified in the Wireless Master Plan;
 - (3) Other City owned or public property not identified in the Wireless Master Plan;
 - (4) Privately owned property not identified in the Wireless Master Plan.
- B. If the proposed location for the new WCF is not consistent with the preferred hierarchy and the Wireless Master Plan, the applicant must file relevant information as indicated in Section 4.20.09 with the siting application including, at minimum, the following:
 - (1) An affidavit by a radio frequency engineer demonstrating that despite diligent efforts to adhere to the geographic preferences established in the wireless master plan, wireless master plan options are not technically infeasible, practical or justified given the location of the proposed WCF;
 - (2) An affidavit demonstrating that the proposed site will not adversely affect existing or future single-family uses or environmentally sensitive areas and is not contrary to the City's Comprehensive Plan and Unified Land Development Code; and
 - (3) The existing land uses of the subject and surrounding properties within 300 feet of the proposed site.
- C. This section shall not be interpreted to require applicants to locate on publicly-owned sites when lease negotiation processes are prohibitively lengthy or expensive relative to those of the private sector as determined by the Land Use Administrator or designee, based upon competent substantial evidence. The applicant is considered justified in selecting a lower-ranked privately-owned property option if the government entity fails to approve a memorandum of agreement or letter of intent to lease a specified publicly-owned site within 90 days of the application date or if it is demonstrated that the proposed lease rate for the specified public-owned site significantly exceeds the market rate for comparable privately-owned sites.

Sec. 4.20.07. - Permitted uses.

A. The placement, maintenance or modification of WCFs shall be permitted only in accordance with the wireless communication permit, and the land development requirements of this Code. The placement or maintenance of wireless communication facilities in the public rights-of-way shall comply with the regulations of Chapter 42 of the Code of Ordinances:

B. Applicable permits.

All applications shall meet the review timeframes as shown in Section 4.20.10.

- (1) Level I wireless communication facility permit. All applicable non-exempt applications to place, maintain, modify, or collocate wireless communications facilities, not subject to special exception use approval, shall be subject to administrative review and approval by the Land Use Administrator or designee, with no public hearing requirement.
- (2) Level II wireless communication facility permit. All applicable non-exempt applications to place, maintain, or substantially change wireless communications facilities that do not qualify for an administrative permit shall be subject to the special exception approval process set forth in Section 2.07 of the Land Development Code, except that the application review and approval timeframes set forth in Section 4.20.10 shall apply. New towers proposed in non-master planned sites shall require Level II permits. All other installations only require Level 1 permits.
- (3) Communications Rights-of-Way Permit. All non-exempt applications to place, maintain, modify, or collocate wireless communications facilities within the public rights-of-way shall be subject to the review and approval requirements set forth in Chapter 42, Code of Ordinances, and the applicable land development regulations set forth herein. Wireless communication facilities, other than small wireless facilities and micro wireless facilities, are prohibited within the public rights-of-way.
- (4) Eligible facilities requests. Any request for modification of an existing tower or base station involving collocation of new transmission equipment; removal of transmission equipment; or replacement of transmission equipment that does not substantially change the physical dimensions of such tower or base station shall be reviewed and processed in accordance with the provisions set forth in Section 4.20.12.

C. Expedited collocation applications.

- (1) Expedited collocation applications for antenna on towers. In accordance with Section 365.172, F.S., collocation of antenna on towers, including nonconforming towers, are subject only to building-permit review, which may include a review for compliance with this section, if the applicants meet the following requirements:

- a. The collocation does not increase the height of the tower to which the antennae are to be attached, measured to the highest point of any part of the tower or any existing antenna attached to the tower; and
- b. The collocation does not increase the ground space area, commonly known as the compound, approved in the site plan for equipment facilities and ancillary facilities, except as allowed under this section; and
- c. The collocation consists of antennas, equipment facilities, and ancillary facilities that are of a design and configuration consistent with all applicable regulations, restrictions, or conditions, if any, applied to the initial antennas placed on the tower and to its accompanying equipment facilities and ancillary facilities and, if applicable, applied to the tower supporting the antennas. Such regulations may include the design and aesthetic requirements but not procedural requirements, other than those authorized by this subsection, of the applicable land development code in effect at the time the initial antenna's placement was approved.

Such collocations shall not be subject to the design or placement requirements of the land development code in effect at the time of the collocation that are more restrictive than those in effect at the time of the initial antenna placement approval, to any other portion of the land development code, or to public hearing review. Such collocation applications shall be decided by the Land Use Administrator or designee.

- (2) Expedited collocation applications for antenna on base stations. In accordance with Section 365.172, F.S., except for an historic building, structure, site, object, or district, the following collocation applications on all other existing base stations shall be subject to no more than administrative review for compliance with this section and building permit standards if they meet the following requirements:

- a. The collocation does not increase the height;
- b. The collocation does not increase the existing ground space area, otherwise known as the compound, if any, approved in the site plan for the equipment facility and ancillary facilities.
- c. The collocation consists of antennas, equipment facility and ancillary facilities that are of a design and configuration consistent with any applicable structural or aesthetic design requirements and any requirements for location on the structure in effect at the time of approval of the structure, but not prohibitions or restrictions on the placement of additional collocations on the existing structure or procedural requirements, other than those authorized by this subsection at the time of the collocation application; and
- d. The collocation consists of antennas, equipment facility and ancillary facilities that are of a design and configuration consistent with all applicable restrictions or conditions, if any, that do not conflict with subsection (c), and were applied to the initial antennas placed on the structure and to its accompanying equipment facility and ancillary facilities and, if applicable, applied to the structure supporting the antennas.

- (3) If only a portion of the collocation does not meet the requirements of any of the above subsections, such as an increase in the height or a proposal to expand the ground space approved in the site plan for the equipment facility by more than 400 square feet or 50 percent, where all other portions of the collocation meet the requirements of this subsection, that portion of the collocation only may be reviewed as set forth in subsection (6) below. A collocation proposal under this subsection that increases the ground space area approved in the original site plan, for equipment facilities and ancillary facilities, by no more than a cumulative amount of 400 square feet or 50 percent of the original compound size, whichever is greater, shall require no more than administrative review for compliance with the City's regulations; including, but not limited to, land development code and building permit review; provided, however, that any collocation proposal that increases the original compound size more than such greater cumulative amount shall be reviewed as if it were a new communications facility.
- (4) Any existing tower, including a nonconforming tower, may be structurally modified to permit collocation, or may be replaced through no more than administrative review and building permit review, and is not subject to public hearing review, if the overall height of the tower is not increased and, if the replacement tower is a monopole tower, or if the pre-existing tower is a stealth tower, the replacement tower is a similar stealth tower.
- (5) The owner of the existing tower on which the proposed antennas are to be collocated shall remain responsible for compliance with any applicable condition or requirement of a permit or agreement, or any applicable condition or requirement of the land development code to which the pre-existing tower must comply, including any aesthetic requirements, provided the condition or requirement is consistent with this subsection.
- (6) Colocations or portions of collocations that are not exempt from this section and do not fall under the provisions of subsections 4.20.07.C(1) through (4), shall be reviewed through a full permitted use review. Those located on historic structures or in historic districts, shall be reviewed through the review processes for historic structures or districts indicated in the LDC.

Sec. 4.20.08. - Development standards.

A. *General:*

(1) All development standards and land development code regulations relating to the property upon which the WCF is located shall apply. Additionally, where permitted as provided in Section 4.20.07, the following development standards apply to all attached collocations and all new, modified, or combined WCF installations. Where any environmentally sensitive lands, historic or scenic overlay districts or corridor plans also apply, the most restrictive standards shall govern.

(2) Cabinets shall be provided within the principal building, behind a screen on a rooftop or on the ground within the fenced-in and screened equipment compound. This is not required if out of the public view.

(3) All equipment compounds shall be enclosed with a wood/brick/masonry fence or otherwise secured and screened with opaque landscaping. Fencing shall be subject to the requirements as outlined in the LDC.

(4) WCF equipment compounds shall be landscaped as required in Chapter 11 of the LDC. Wireless Master Plan sites may utilize a standard alternative landscape plan approved by the Land Use Administrator or designee.

(5) Attaching commercial messages for off-site and on-site advertising to a WCF is prohibited and unlawful. The placement of a religious symbol as part of the concealment of a WCF shall not be considered prohibited commercial messages or signage. The only signage that is permitted upon a tower, equipment cabinet, or fence shall be informational, and for the purpose of identifying the tower (such as ASR registration number), as well as the party responsible for the operation and maintenance of the facility, its current address and telephone number, security or safety signs, and property manager signs (if applicable). On permitted signs which are not located on a tower, cabinet or fence, a WCF may be concealed inside such signage, provided that all applicable standards for both the signage and the concealed WCF are met.

(6) Lighting on WCFs, if required by the FAA, shall not exceed the FAA minimum standards. Any lighting required by the FAA must be of the minimum intensity and number of flashes per minute (i.e., the longest duration between flashes) allowable by the FAA to minimize the potential attraction to migratory birds. Dual lighting standards are required and strobe light standards are prohibited unless required by the FAA. The lights shall be oriented so as not to project directly onto surrounding residential property, consistent with FAA requirements. Any security lighting for on-ground facilities and equipment shall be in compliance with the LDC.

(7) Each WCF and its equipment compounds shall be constructed and maintained in conformance with all applicable building code requirements.

(8) Equipment compounds shall not be used for the storage of any excess equipment or hazardous waste (e.g., discarded batteries). It is prohibited and unlawful to allow an outdoor storage yard in a WCF equipment compound or to use the equipment compound as habitable space.

(9) The WCF shall comply with all applicable federal, state and local regulations.

(10) The WCF applicant shall comply with all applicable American National Standards Institute (ANSI) standards as adopted by the FCC.

(11) Each WCF shall be designed to ensure that no sound emissions from machinery, alarms, bells, buzzers, or similar noise making devices are audible beyond the perimeter of the equipment compound and shall comply with the City of Palm Coast Code of Ordinances.

(12) Building permits. A building permit shall be required for the construction, modification, and collocation of all WCFs, including any accessory structures or equipment, as provided in Section 4.20.07 above.

(13) The WCF and its equipment compound shall be subject to the setbacks of the underlying zoning district. Antennas may extend a maximum of 30 inches into the setback. However, no antenna or portion of any structure shall extend into any easement.

B. *Attached WCFs:*

(1) Attached WCF's may be permitted in all zoning districts. The top of the attached WCF shall not be more than 20 feet above the existing or proposed building or structure.

(2) Feed lines and antennas shall be designed to architecturally match the facade, roof, wall, or structure on which they are affixed in order to blend with the existing structural design, color, and texture and in order to provide the least visually obtrusive profile.

C. *Freestanding WCFs:*

(1) All new freestanding WCFs shall meet minimum lot size standards of the underlying zoning district and are subject to the LDC.

(2) New freestanding towers shall be configured and located in a manner that shall minimize adverse effects including, but not limited to, visual impacts on the landscape and adjacent properties. New freestanding WCFs shall be designed to match adjacent structures and landscapes with specific design considerations such as architectural design, height, scale, color and texture, and shall have the least visually obtrusive profile.

(3) Grading shall be minimized and limited only to the area necessary for the new WCF as approved by the Land Use Administrator or designee.

(4) All support structures shall be certified to comply with the safety standards contained in the Electronics Industries Association/Telecommunications Industries Association (EIA/TIA) Document 222-F, Structural Standards For Steel Antenna Towers and Supporting Structures, as amended, by a Florida professional engineer.

(5) Freestanding towers may only be permitted as monopole towers. Guyed and lattice structures are prohibited, unless the applicant demonstrates to the City by clear and convincing evidence that monopole towers are not feasible to accommodate the intended uses. Freestanding monopoles are prohibited from single-family or multi-family residential districts unless the applicant can conclusively demonstrate to the satisfaction of the City that it cannot reasonably provide its service to the residential zone from outside of the district. The City shall cooperate to determine an appropriate location for the freestanding tower of an appropriate design within the residential district. The applicant shall reimburse the City for all reasonable costs incurred by the City for this cooperative determination.

(6) The height of a new monopole tower shall not exceed the heights provided in the table below:

Freestanding Non-Wireless Master Plan Sites	
Zone	Maximum Height WCF
Single family Residential	Not permitted unless applicant can conclusively demonstrate to the satisfaction of the City that it cannot reasonably provide its service to the residential zone from outside of the district.

Multifamily Residential	Not permitted unless applicant can conclusively demonstrate to the satisfaction of the City that it cannot reasonably provide its service to the residential zone from outside of the district.
MPD	As determined by the MPD ordinance, unless within a Wireless Master Plan
All other districts	Up to 150 feet.
Wireless Master Plan Sites	
All districts	Up to 150 feet.

(7) In calculating the height limit, above ground foundation shall be included, but lightning rods or lights required by the FAA that do not provide any support for antennas shall be excluded. If the freestanding WCF is located within the Wireless Master Plan, the maximum height may be up to 150 feet.

(8) A freestanding monopole and its equipment compound shall be subject to the land development code regulations applicable to the underlying zoning district. The minimum setback distance for a freestanding tower shall be 150 feet from any residentially zoned or platted property. Freestanding monopoles are not allowed in residentially zoned or platted property. In the event of any conflict between this section and the Land Development Code, this section shall control.

(9) New towers shall maintain a galvanized gray finish or other approved contextual or compatible color and provide the least visually obtrusive profile, except as required by Federal regulations. The level of required concealment for antenna placement shall be determined based upon the visibility and location of the proposed tower and the network objectives of the desired coverage area.

(10) All new or modified freestanding WCFs shall be engineered to maximize colocation.

D. *Attached Collocation or Combined WCFs:*

(1) An attached collocation or combined WCF shall not increase the height of an existing tower or base station by more than 20 feet, unless required by Federal law. The maximum total height shall be 150 feet.

(2) The City may require new antenna to be flush-mounted or concealed on a case by case basis, if it is determined that a practical visual and aesthetic benefit can be achieved if in the public view. If the applicant demonstrates through RF propagation analysis that flush-mounted or concealed antennas will not meet the network objectives of the desired coverage area, this requirement shall not apply.

Sec. 4.20.09. - Submittal requirements for Level I and Level II permits.

- A. Application form. Requests for Level I and Level II wireless communication permits shall be made only on application forms approved by the City. Applications shall contain all information required by this land development code and other City regulations, and shall be reviewed for completeness.
- B. Application materials. In addition to the application materials specified in this code for the appropriate type of review, all applications shall provide sufficient materials (plans, graphics, narratives, or expert statements) to demonstrate compliance with all applicable requirements of this section.

(1) Level I and Level II applications shall contain the following:

- a. Application.
- b. A site plan addressing the development standards of the LDC. If applicable, an application meeting the special exception requirements of Section 2.07 of the LDC shall be submitted.
- c. An affidavit by a RF engineer demonstrating compliance with Section 4.20.05. If a non-master plan site is proposed, the affidavit must address why master plan sites are not technically feasible, practical or justified given the location of the proposed WCF communications facility.
- d. FCC documentation including a copy of FCC license submittal or registration, and FCC license or registration
- e. Proposed maximum height of the WCF including, but not limited to, individual measurement of the base, the tower or base station, and lightning rod.
- f. Photo-simulated post-construction renderings of the completed proposed tower, base station, equipment cabinets, and ancillary structures from locations to be determined during a mandatory pre-application conference. The renderings shall, at a minimum, include renderings from the vantage point of any adjacent roadways and occupied or proposed non-residential or residential structures, proposed exterior paint and stain samples for any items to be painted or stained, exterior building material and roof samples.
- g. If the proposed WCF is subject to FAA regulation, then, prior to issuance of a building permit, evidence of compliance with applicable FAA requirements under 14 C.F.R. § 77 et seq., as amended, together with any FAA "no hazard" determinations concerning the WCF (if applicable) shall be timely provided by the applicant to the City.
- h. In order to facilitate the regulation, placement, and construction of WCFs and to ensure that all parties comply with the rules, regulations and applicable guidelines of the FCC, each owner of a WCF or applicant for a WCF shall provide an affirmative statement that it will comply with all applicable federal, state and local statutory and regulatory requirements.
- i. For applications for new towers or other freestanding WCFs, as necessary to determine that there is no other existing structure that could reasonably be used for the placement of the proposed antennas, or for applications for new WCFs or attached collocations that increase the height of an existing structure, as needed to determine if the proposed height is necessary to provide the carrier's designed service, materials detailing the locations of existing WCFs to which the proposed antenna will be candidate for

- placement, including, but not limited to, latitude and longitude of the proposed and existing antenna. This material is not required for Wireless Master Plan sites.
- j. For applications for new towers or other freestanding WCFs, as necessary to determine that there is no other existing structure that could reasonably be used for the placement of the proposed antennas, a map showing the designated search ring. This map is not required for Wireless Master Plan sites.
 - k. A compliance letter from the State Historic Preservation Office of Cultural and Historic Programs of the Florida Department of State.
 - l. With regard to attached colocations, attached and combined WCFs, the applicant shall also submit:
 - i. Certification furnished by a Florida registered professional engineer that the WCF has sufficient structural integrity to support the proposed antenna and feed lines in addition to all other equipment located or mounted on the structure.
 - m. With regard to freestanding concealed or non-concealed WCFs, and modification of WCFs, for non-Wireless Master Plan sites only, the applicant shall also submit:
 - i. A report and supporting technical data demonstrating that all antenna attachments and colocations, including all potentially useable utility distribution poles or transmission towers and other elevated structures within the proposed geographic search ring, and alternative antenna configurations have been examined, and found unacceptable. The report shall include reasons that existing facilities such as utility distribution poles and transmission towers and other elevated structures are not acceptable alternatives to a new freestanding WCF. The report regarding the adequacy of alternative existing WCFs or the mitigation of existing WCFs to meet the applicant's need or the needs of service providers indicating that no existing WCF could accommodate the applicant's proposed WCF shall demonstrate any of the following:
 - a. No existing WCFs located within the geographic search ring meet the applicant's engineering requirements, and why.
 - b. Existing WCFs are not of sufficient height to reasonably meet the applicant's engineering requirements, and cannot be increased in height.
 - c. Existing WCFs do not have sufficient structural integrity to support the applicant's proposed WCFs and related equipment, and the existing WCF cannot be sufficiently improved.
 - d. Other limiting factors that render existing WCFs unsuitable.
 - ii. The applicant shall provide simulated photographic evidence of the proposed WCFs appearance from four vantage points chosen by the City with consultation with the applicant, including the facility types the applicant has considered and the impact on adjacent properties including, but not limited to:
 - a. Overall height.
 - b. Configuration.

- c. Physical location.
- d. Mass and scale.
- e. Materials and color.
- f. Illumination.
- g. Architectural design.

This does not apply to Wireless Master Plan sites.

iii. If applicable, the applicant shall provide a statement as to the potential visual and aesthetic impacts of the proposed WCF on all adjacent properties assigned a residential land use designation or zoning district. This does not apply to Wireless Master Plan sites.

iv. A certification by a Florida professional engineer that the WCF has sufficient structural integrity to accommodate the required and a proposed number of colocations.

v. A certification by a Florida professional engineer specifying the design structural failure modes of the proposed WCF, if applicable.

vi. Identification of the proposed intended service providers of the WCF.

n. With regard to antenna element replacements.

i. Any repair or replacement of an existing antenna or antenna array with another of equal number that does not increase the number and/or size of transmission lines, and that is not readily discernibly different in size, type and appearance when viewed from ground level from surrounding properties, as reasonably determined by the City, and which will not alter the structural integrity of the support structure, is exempt from further review, provided that a notarized certification is submitted by a qualified technician stating that the replacement will not alter the structural integrity of the support structure and that any changes will not affect electrical specifications.

ii. For any repair or replacement of an existing antenna or antenna array on a WCF that changes the mechanical, structural or electrical specifications of the WCF, but does not increase the number and/or size of feed lines and does not increase the number and/or size of antenna elements to the existing WCF, the applicant must, prior to making such modifications, apply for a new building permit review for such requested changes, and, for structural changes to freestanding WCFs, shall provide, in addition to any other documentation necessary for building permit review, a stamped or sealed structural analysis of the existing freestanding WCF prepared by a Florida professional engineer indicating that the existing tower or base station as well as all existing and proposed appurtenances meets the City and Florida Building Code requirements (including, but not limited to, wind loading) for the tower or base station.

o. With regard to the replacement of or modification to an existing WCF, except a tower.

The replacement of or modification to a WCF, except a tower, that results in a WCF facility not readily discernibly different in size, type and appearance, when viewed from ground level from surrounding properties, and the replacement or modification of

equipment that is not visible from surrounding properties, all as reasonably determined by the Land Use Administrator, are subject only to building permit review.

(2) Level II applications

- a. A completed special exception approval application, and all items required pursuant to Section 2.07, including compliance with all applicable special exception requirements.
- C. Disclosure of ownership. A notarized affidavit from all owners having a legal, equitable, or beneficial ownership interest in the tower or base station, or privately owned real property upon which a facility is or will be located or collocated, granting permission to the applicant to locate upon such real property, or attach to the tower or base station being collocated upon or attached to.
- D. Submission of fee. All applications must be accompanied by the permit fee as established by resolution of the City Council.

Sec. 4.20.10. – Application Review Process.

- A. A pre-application conference is required. To minimize issues related to permit application, prior to submitting materials for a permit application, an applicant must request a pre-submittal meeting with the Land Use Administrator or designee. The City shall undertake efforts to accommodate an applicant's request for a pre-application conference within ten (10) business days of a request.
- B. Expert review. The City may require that all wireless communications permit applications be reviewed by a third-party consultant or expert at the expense of the applicant for compliance with the requirements set forth herein. No permit shall be issued to any applicant that has not fully reimbursed the City for the third-party review fees, which shall be limited to the specifically identified reasonable expenses incurred in the review.
- C. Application Review Timeframes: "shot clock". The City's action on proposals to place, maintain, modify, or collocate wireless communications facilities shall be subject to the applicable standards and time frames set out in Section 365.172, Florida Statutes, 47 U.S.C. § 1455 (a) and Orders issued by the FCC, as same may be amended from time to time. All Federal and State "shot clock" timeframe guidelines that apply to any particular permit are hereby recognized by the City, and the City will make all reasonable efforts to comply. Except for eligible facilities request applications reviewed in accordance with Section 4.20.12, the following procedures apply to installation of a new WCF or modification:

(1) Notification of completeness. The Land Use Administrator or designee shall notify the applicant within 20 business days after the date the application is submitted as to whether the application is, for administrative purposes only, properly completed and has been properly submitted in accordance with the requirements set forth above. However, such determination shall not be deemed as an approval of the application. Such notification shall indicate with specificity any deficiencies which, if cured, could make the application properly completed.

(2) Expedited collocation applications. The City shall grant or deny each properly completed expedited collocation application for collocation based on the application's compliance with this section, applicable provisions of the City Code and any other applicable regulations, and within the normal timeframe for a similar building permit review, but in no case later than 45 business days after

the date the application is determined to be properly completed. This timeframe shall not apply to lease negotiations for collocation on City-owned property.

(3) All other applications. The City shall grant or deny each properly completed application for any other non-exempt WCF, including special exception approvals and collocations that do not qualify for an expedited collocation, based on the application's compliance with this section and any other applicable law, including but not limited to the City Code, and within the normal timeframe for a similar type of review, but in no case later than 90 business days after the date the City determines the application is completed. This timeframe shall not apply to lease negotiations for wireless communications facilities on City-owned property. Collocations located on historic base stations, or within a historic district, shall be reviewed through the review processes for historic structures or districts indicated in the LDC.

(4) An application is deemed submitted or resubmitted on the date the application is received by the City. If the City does not notify the applicant in writing that the application is not completed in compliance with the City's regulations within 20 business days after the date the application is initially submitted or additional information resubmitted, the application is deemed, for administrative purposes only, to be properly completed and properly submitted. However, the determination shall not be deemed as an approval of the application. If the application is not completed in compliance with the City's regulations, the City shall so notify the applicant in writing indicating with specificity any deficiencies in the required documents or deficiencies in the content of the required documents which, if cured, would make the application properly completed. Upon resubmission of information to cure the stated deficiencies, the City shall notify the applicant, in writing, within the normal timeframes of review, but in no case longer than 20 business days after the additional information is submitted, of any remaining deficiencies that must be cured. However, if applicant does not cure the application deficiencies within 20 business days after receiving the notice of deficiencies, the application shall be considered withdrawn or closed unless an extension, due to reasonable circumstances, of the time to cure is requested by the applicant prior to the expiration of the 20-day period, and such extension is granted by the Land Use Administrator or designee.

(5) The timeframes specified above may be extended, but in no case longer than 90 calendar days for collocations, and 150 calendar days for new installations, and only to the extent that the application has not been granted or denied because the City's procedures generally applicable to all other similar types of applications require action by the City Council or Planning and Land Development Regulation Board, and such action has not taken place within the specified timeframes. Under such circumstances, the City Council or Planning and Land Development Regulation Board, as applicable, shall either grant or deny the application at its next regularly scheduled meeting, or, otherwise, the application shall be deemed automatically approved; accordingly, the Land Use Administrator or designee may by letter to the applicant extend the timeframe for a decision until the next available scheduled meeting date of the City Council or Planning and Land Development Regulation Board as to whether to grant or deny an application for a permit. To be effective, a waiver of the timeframes set forth herein must be voluntarily agreed to by the applicant and the City. The City may request, but not require, a waiver of the timeframes by the applicant, except that, with respect to a specific application, the City may require a one-time waiver in the case of a declared local, state, or federal emergency that directly affects the administration of all permitting activities of the City. Notwithstanding the foregoing, the City and an applicant may voluntarily agree to waive the timeframes set forth above.

- D. Appeals. Any person aggrieved by an administrative decision rendered by the Land Use Administrator regarding the provisions of this Section 4.20 may appeal such decision to the Planning and Land Development Regulation Board in accordance Section 2.16.01 of the LDC.

Sec. 4.20.11. - Interference with public safety communications.

- A. The City adopts a policy of requesting prior notification of activation or modification of WCF facilities as provided for in 47 C.F.R. §22.973 and 47 C.F.R. § 90.675 and in accordance with those provisions, WCF providers shall notify the Land Use Administrator or designee prior to a new site activation or existing site modification and provide the information required by the federal regulations.
- B. Whenever the City has encountered radio frequency interference with its public safety communications equipment, and it believes that such interference has been or is being caused by one or more WCFs, the following steps shall be taken:

(1) The City shall provide notification to all WCF service providers operating within 5,000 feet of the public safety communications equipment at issue, in accordance with the procedures indicated in 47 C.F.R. § 22.972 and 47 C.F.R. § 90.674, using the website www.Publicsafety800mhzinterference.com. Upon such notification, the owners shall use their best efforts to cooperate and coordinate with the City and among themselves to investigate and mitigate the interference, if any, utilizing the procedures set forth in 47 C.F.R. § 22.972 and 47 C.F.R. §90.674 and following the applicable FCC adopted Best Practices Guide, as may be amended or revised by the FCC from time-to-time.

(2) If any WCF owner fails to cooperate with the City in complying with the owner's obligations under this section and if the FCC makes a determination of radio frequency interference with the City public safety communications equipment, an owner who fails to cooperate and/or the owner of the WCF which caused the interference, shall be responsible, upon FCC determination of radio frequency interference, for reimbursing the City for all reasonable costs associated with ascertaining and resolving the interference including, but not limited to, any engineering studies obtained by the City to determine the source of the interference. For the purposes of this subsection, failure to cooperate shall include failure to initiate any response or action as described in 47 C.F.R. § 22.972 and 47 C.F.R. § 90.674.

Sec. 4.20.12. – Eligible Facilities Requests.

- A. Applicability and Intent. This section implements Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 (“Spectrum Act”) as interpreted by the Federal Communications Commission’s (“FCC”) Acceleration of Broadband Deployment Report & Order dated October 21, 2014, which requires local governments to approve any eligible facilities request for modification of an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station. This section shall apply only to eligible facilities requests for an eligible support structure that is a legal conforming or legal nonconforming structure at the time a completed eligible facilities request is submitted to the City. To the extent that the nonconforming structures and use provisions of the City of Palm Coast LDCs would operate to prohibit or condition approval of an eligible facilities request otherwise allowed under this section, such provisions are superseded by this section. This subsection shall not apply to an eligible facilities request

replacement of the existing tower or base station. This subsection shall also not apply where the WCF requested to be modified is located upon a City-owned structure, or upon non-right-of-way property which is either City-owned or City-leased.

B. Sole and Exclusive Procedure. Except as may otherwise be provided in this section, and notwithstanding any other provisions in the City Code, the provisions of this section shall be the sole and exclusive procedure for review and approval of an eligible facilities request which the applicant asserts is subject to review under the Spectrum Act. To the extent that other provisions of the City Code establish a parallel process for review and approval of a project application for a proposed eligible facilities request, the provisions of this section shall control. In the event that an application for a project approval includes a proposal to modify an eligible support structure, and the applicant does not assert in the application that the proposal is subject to review under Section 6409 of the Spectrum Act, such proposal shall not be entitled to review under this section and may be subject to review under other applicable provisions of the City Code.

C. Application Requirements. No eligible facilities request shall be deemed complete unless it is in writing, accompanied by the application fee, includes the required submittals, and is attested to by the authorized person submitting the application on behalf of the applicant. The application shall be submitted on a form prepared by the City. The applicant shall be obligated to demonstrate conclusively that the proposed modification satisfies the standards set forth herein and that the modification shall meet all applicable building codes.

D. Review of Application. The City shall review an eligible facilities request application to determine if the proposed modification is subject to this section, and if so, if the proposed modification will result in a substantial change to the physical dimensions of an eligible support structure.

E. Timeframe for Review. Within forty-five (45) calendar days of the date on which an applicant submits a request seeking approval under this subsection, the City shall approve, and may not deny, an eligible facilities request, unless it determines that the application is not covered by this section or proposes a substantial change to the physical dimensions of the eligible support structure.

F. Tolling of Timeframe for Review. The 45-day period begins to run when the application is filed with the Land Use Administrator or designee in person during the City's regular business hours, and may be tolled only by mutual agreement, or in cases where the City determines that the application is incomplete.

(1) To toll the time frame for incompleteness, the City must provide written notice to the applicant within thirty (30) calendar days of receipt of the application, clearly and specifically delineating all missing documents or information.

(2) The time frame for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness.

(3) Following a supplemental submission, the City shall have ten (10) calendar days to notify the applicant that the supplemental submission did not provide the information identified in the original notice delineating missing information. The time frame is tolled in the case of second or subsequent notices pursuant to the same procedure used for the first notice of incompleteness. Except as may be otherwise agreed to by the applicant and the City, second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.

(4) Notices of incompleteness from the City shall be deemed received by the applicant upon the earlier of personal service upon the applicant, three days from deposit of the notice in the U.S.

Mail, postage prepaid, to the applicant, or by electronic mail if the applicant has agreed to receive notices in such a manner.

(5) If after submittal of the application the applicant modifies the eligible facilities request, the modified application shall be considered a new application subject to commencement of a new application review period.

G. Approval or Denial. An eligible facilities request shall be approved, and an eligible facilities permit issued, upon determination by the City that the proposed modification is subject to this section and that it does not substantially change the physical dimensions of an eligible support structure. An eligible facilities request shall be denied upon determination by the City that the proposed modification is not subject to this section or will substantially change the physical dimensions of an eligible support structure.

H. Denial. A denial of an eligible facilities request shall be in writing and shall set forth the reasons for the denial.

I. Remedies. Applicant and City retain any and all remedies that are available at law or in equity and any action challenging a denial of an application or notice of a deemed approved remedy, may be brought in a court of competent jurisdiction within thirty (30) days following the date of the denial or following the date of notification of the deemed approved remedy.

J. Applicable Code Requirements. Nothing in this section shall relieve the applicant from compliance with applicable building, structural, electrical, and safety codes and with other laws codifying objective standards reasonably related to health and safety. Any approved eligible facilities request may be conditioned upon compliance with such codes and other laws.

K. Expiration of Approval. An approved eligible facilities request shall be valid for a term of 180 days from the date of approval or the date the application is deemed approved.

L. Not Covered as an Eligible Facilities Request. Should the City determine that an applicant's request is not covered by Section 6409(a) of the Spectrum Act, the presumptively reasonable time frame under [47 U.S.C. § 332\(c\)\(7\)](#), as prescribed by the FCC's Shot Clock order, will begin to run from the issuance of the City's decision that the application is not a covered request. To the extent such information is necessary, the City may request additional information from the applicant to evaluate the application under [47 U.S.C. § 332\(c\)\(7\)](#), pursuant to the limitations applicable to other reviews under that statute.

M. Failure to Act. In the event the City fails to approve or deny a request under this section within the timeframe for review, accounting for any tolling, the request shall be deemed granted. The application deemed granted does not become effective until the applicant notifies the City in writing after the review period has expired, accounting for any tolling, that the application has been deemed granted.

Sec. 4.20.13. – Abandonment.

Any WCF and equipment compound that is not operated for a continuous period of 210 days shall be considered abandoned. The Land Use Administrator may require removal of the WCF and equipment compound under the following circumstances, which are deemed detrimental to the health, safety and welfare interests of the City:

- (1) The WCF has not been operated for a continuous period of 210 days, except for periods caused by force majeure, in which case, repair or removal shall commence within 90 days or within such other reasonable time approved by the Land Use Administrator;
- (2) The WCF creates a public health or safety hazard, which shall be deemed a nuisance per se; or
- (3) The WCF has been located, constructed, or modified without obtaining all permits and approvals required by law, or located, constructed, or modified in a manner inconsistent with applicable permit requirements and state or federal law.

If the Land Use Administrator makes such a determination the owner of such WCF and equipment compound shall remove the same, at the owner's expense, within 90 days of receipt of notice from the City notifying the owner of such abandonment. An owner may apply to extend the time for removal or reactivation by submitting an application stating the reason for such extension. The City may extend the time for removal or reactivation up to 90 days upon a showing of good cause. If the WCF or equipment compound is not removed in accordance with the requirements of this section, the City may give notice that it will contract for removal within 90 days following written notice to the owner. Thereafter, the City may cause removal of the WCF and equipment compound with all costs being borne by the owner. The City may record a lien against the property in the amount of all costs and expenses of the City. Upon removal of the WCF, the equipment compound and the foundations, including two feet below ground level, the development area shall be returned to its natural state and topography and vegetated consistent with the natural surroundings or consistent with the current use of the land at the time of removal. The cost of rehabilitation shall be borne by the owner. Except as provided herein, the abandonment of WCFs within public rights-of-way shall be managed in accordance with the procedures set forth in Section 42-123, City Code of Ordinances. Any special exception approval for a WCF shall automatically expire 210 days from the date of abandonment without reactivation, or upon completion of dismantling and removal, whichever is first, or pursuant to the notice required by Section 42-123 of the City Code of Ordinances.

Sec. 4.20.14. - Code enforcement.

- A. The City may enforce the provisions of this section in accordance with the provisions of applicable state law and pursue any and all available legal remedies.
- B. The City shall engage in a program of periodic inspections to ensure continuing adherence to the standards of this section and to ensure that WCFs are being appropriately maintained.

Sec. 4.20.15. – Compliance with state and federal regulations; preemption.

In implementing this section and the provisions set forth herein, the City shall comply with applicable state and federal regulations, and the provisions of this section shall be given force to the maximum amount and greatest extent permissible under state and federal law. Except as authorized pursuant to state and federal law, in the event of any conflict between the terms of this section and state or federal law, state and federal law shall control. In the event any provision of this section is specifically preempted, or judicially determined to be preempted by state or federal law, then the preempted provision shall automatically be deemed null and void and the superseding provision of state or federal law shall prevail.

ATTACHMENT "B"

Sec. 14.02. - Glossary.

* * *

~~*Antenna support structure:* A vertical projection composed of metal or other material, with or without a foundation, designed for the express purpose of accommodating antennas at a desired height. Antenna support structures do not include any device used to attach antennas to an existing building, unless the device extends above the highest point of the building by more than 20 feet. Types of support structures include the following:~~

- ~~(1) *Base station:* The electronic equipment utilized by the wireless providers for the transmission and reception of radio signals.~~
- ~~(2) *Guyed structure:* A style of antenna support structure consisting of a single truss assembly composed of sections with bracing incorporated. The sections are attached to each other, and the assembly is attached to a foundation and supported by a series of wires that are connected to anchors placed in the ground or on a building. Guyed structures for new wireless communication facilities are prohibited within the City.~~
- ~~(3) *Lattice structure:* A tapered style of antenna support structure that consists of vertical and horizontal supports with multiple legs and cross-bracing and metal crossed strips or bars to support antennas.~~
- ~~(4) *Monopole structure:* A style of freestanding antenna support structure consisting of a single shaft usually composed of two or more hollow sections that are in turn attached to a foundation. This type of antenna support structure is designed to support itself without the use of guy wires or other stabilization devices. These facilities are mounted to a foundation that rests on or in the ground or on a building's roof.~~

* * *

~~*Collocation:* The practice of installing and operating multiple wireless carriers, service providers, and/or radio common carrier licensees on the same antenna support structure or freestanding wireless communication facility, concealed or nonconcealed, or as attached wireless communication facilities using different and separate antenna, feed lines, and radio frequency generating equipment. Specific types of collocations include:~~

- ~~(1) *Attached collocations:* Those using attached wireless communication facilities on other types of existing structures.
 - ~~a. *Combined antenna:* An antenna or an antenna array designed and utilized to provide services for more than one wireless provider for the same or similar type of services.~~~~
- ~~(2) *Free standing collocations:* Those where the antennas are located on antenna support structures or other freestanding wireless communication facilities, concealed or nonconcealed, together with the ancillary structures, feed lines, equipment shelters, and other necessary facilities, which may be located either on or in the antenna support structure or freestanding wireless communication facility, inside a building or structure, or on the ground; or~~

* * *

~~*Equipment compound:* The fenced area surrounding the ground-based wireless communication facility including, but not limited to, the areas inside or under the following: an antenna support structure's framework and ancillary structures such as equipment necessary to operate the antenna on the wireless communication facility that is above the base flood elevation including: cabinets, shelters, pedestals, and other similar structures.~~

* * *

Mitigation: An action or series of actions to offset the adverse wetland impacts. Mitigation usually consists of restoration, enhancement, creation, preservation, or a combination thereof. Mitigation also refers to the required replacement of protected trees that are removed for multi-family, institutional, commercial, and industrial development and residential lots. ~~Relating to wireless communication facilities, mitigation means a modification of an existing antenna support structure to increase the height, or to improve its integrity, by replacing or removing one or several antenna support structure(s) located in proximity to a proposed new antenna support structure. This is to encourage compliance with this Code or improve aesthetics or functionality of the overall wireless network.~~

* * *

Wireless communication facilities: ~~The equipment and associated structures needed to transmit and/or receive electromagnetic signals. A wireless communication facility typically includes antennas, supporting structures, enclosures, and/or cabinets housing associated equipment, cable, access roads, and other accessory development. Receive-only radio and television antennas and satellite dishes or antennas are excluded from this definition. Any staffed or unstaffed location for the transmission and/or reception of radio frequency signals, or other personal wireless communications, as defined in the Telecommunications Act of 1996, and usually consisting of an antenna or antenna array, transmission cables, feed lines, equipment cabinets, towers, cabling, antenna brackets, and other such equipment. The following shall be deemed a wireless communication facility: new, replacement, or existing towers, government-owned towers, modified towers, collocation on existing towers or base stations, attached concealed and non-concealed antenna, dual purpose facilities, DAS, small cell, concealed towers, and non-concealed towers, so long as those facilities are used in the provision of personal wireless services as that term is defined in the Telecommunications Act.~~

* * *

City of Palm Coast, Florida

Agenda Item

Agenda Date : 1/16/2018

Department PLANNING Item Key	Amount Account #
Subject ORDINANCE 2018-XX AMENDING CHAPTER 42 ARTICLE IV COMMUNICATION RIGHTS-OF-WAY	
<p>Background : <u>UPDATE FROM THE JANUARY 9, 2018 WORKSHOP</u></p> <p>This item was heard by City Council at their January 9, 2018 Workshop. There were no changes suggested to this item. However, there were some final legal revisions made to the Ordinance which are highlighted in yellow.</p> <p><u>ORIGINAL BACKGROUND FROM THE JANUARY 9, 2018 WORKSHOP</u></p> <p>The Palm Coast City Council has made improved wireless infrastructure and service a high priority. This direction stems from an increasing recognition that wireless connectivity is becoming an increasingly essential need for residents, businesses, and visitors, both locally and nationwide.</p> <p>Overall trends indicate that Americans have a decreased household reliance on landlines; only 49% of Americans still use landlines. In addition, today's subscribers have increased their data usage in ways previously unimagined. Further, recent storms have shown us the importance of maintaining public service emergency communications and infrastructure. Lastly, an ever-changing regulatory climate and an increased tolerance toward wireless communication facilities warrant a review of the City's current policies.</p> <p>The project under consideration consists of three components: a revised Wireless Communication Facilities Ordinance in the City's Land Development Code, proposed amendments to the City's Right of Way (ROW) Ordinance to regulate small cell facilities in the ROW, and a proposed Wireless Master Plan.</p> <p>There have been significant changes to wireless technologies and federal legislation since the adoption of the existing City Ordinances in 2005. While the City currently regulates Wireless Communication Facilities in two code locations, this item amends Chapter 42 Article IV Communication Rights-of-Way. In a separate agenda item, staff has drafted a second ordinance to repeal Chapter 54 "Wireless Telecommunications" of the Code of Ordinances and amend Section 4-20, "Wireless Communication Facilities" of Chapter 4, "Conditions for limited specific uses and activities" in the City's Unified Land Development Code.</p> <p>In 2017, the Florida Legislature passed, and Governor Scott signed, the "Advanced Wireless Infrastructure Deployment Act." The Act places certain limitations on local government authority to regulate the collocation of small wireless facilities within the public rights-of-way. The proposed Communication Rights-of-Way Ordinance repeals and replaces Article IV of Chapter 42 Code of Ordinances to meet applicable State and Federal Law including the Advanced Wireless Infrastructure Deployment Act within the limitations on local government authority.</p>	

In essence, the proposed Ordinance will allow applicants to obtain a newly- created Communications Rights-of-Way permit from the City. The permit process established in the Ordinance establishes minimum regulatory requirements for these type of facilities consistent with State law. These requirements include insurance provisions, bonding requirements, as well as an application process. Such provisions are important since the new State law allows applicants to apply for up to 30 pole locations on one permit.

Recommended Action :

Adopt Ordinance 2018-XX AMENDING CHAPTER 42, ARTICLE IV, COMMUNICATION RIGHTS-OF-WAY

ORDINANCE 2018-_____
AMENDING CHAPTER 42
OF THE CODE OF ORDINANCES

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AMENDING SECTION 42-38, “EXCEPTIONS” OF ARTICLE II, “RIGHT-OF-WAY UTILIZATION”, OF CHAPTER 42, “STREETS, ROADS, BRIDGES, AND OTHER PUBLIC PLACES” TO PROVIDE EXCEPTION FOR WIRELESS FACILITIES PERMITTED IN ACCORDANCE WITH THE COMMUNICATIONS RIGHTS-OF-WAY ORDINANCE; AMENDING ARTICLE IV, “COMMUNICATIONS RIGHTS-OF-WAY” OF CHAPTER 42, “STREETS, ROADS, BRIDGES, AND OTHER PUBLIC PLACES”, OF THE CODE OF ORDINANCES OF THE CITY OF PALM COAST, TO AMEND AND UPDATE THE REGULATIONS REGARDING COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS-OF-WAY CONSISTENT WITH APPLICABLE STATE AND FEDERAL LAW INCLUDING THE ADVANCED WIRELESS INFRASTRUCTURE DEPLOYMENT ACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature has adopted, and on June 23, 2017, the Governor signed into law, effective July 1, 2017, the Advanced Wireless Infrastructure Deployment Act (the “Act”) codified at Section 337.401(7), Florida Statutes, which places certain limitations on local government authority to regulate the collocation of small wireless facilities within the public rights-of-way; and

WHEREAS, the Act authorizes cities to adopt objective design standards that may require small wireless facilities and wireless support structures in the public rights-of-way to meet reasonable location context, color, stealth, and concealment requirements, and spacing and location requirements for ground-mounted equipment; and

WHEREAS, the Act authorizes cities to adopt by ordinance reasonable and non-discriminatory provisions for insurance coverage, indemnification, performance bonds, security funds, force majeure, abandonment, municipal liability, municipal warranties, and other requirements with respect to wireless facilities in the public rights-of-way; and

WHEREAS, the Act largely preserves local government authority to adopt “rules or regulations governing the placement of utility poles in the public rights-of-way,” subject to certain limitations; and

WHEREAS, the Act further provides specific terms and conditions under which a local government must process and issue permits for collocation of small wireless facilities; and

WHEREAS, passage of the Act requires amendments to the City Code of Ordinances to implement the provisions of the Act and to ensure consistency therewith; and

WHEREAS, the City Council of the City of Palm Coast (“City Council”) finds that the public rights-of-way are valuable public properties, acquired and maintained by the City at great expense to its taxpayers; and

WHEREAS, it is the City’s intent to exercise its authority over communications services providers, communications facility providers and pass-through providers’ placement and maintenance of facilities within its public rights-of-way; and

WHEREAS, to promote the public health, safety, aesthetics, and general welfare, the City has a substantial interest in maintaining and protecting its public rights-of-way in a reasonable, non-discriminatory, and competitively neutral manner, and requiring that providers seeking permits to conduct any type of excavation, construction or other activity do so in a safe, expeditious, and professional manner in accordance with applicable state and federal law; and

WHEREAS, the City Council hereby finds this Ordinance to be in the best interest of the public health, safety, and welfare of the public and citizens of the City of Palm Coast, Florida, while complying with the Act and all other state and federal laws and regulations governing communications facilities; and

WHEREAS, words with double underlined type shall constitute additions to the original text and ~~strike through~~ type shall constitute deletions to the original text, and asterisks (* * *)

indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. AMENDMENT OF SECTION 42-38, “EXCEPTIONS” OF ARTICLE II, “RIGHT-OF-WAY UTILIZATION” CHAPTER 42, “STREETS, ROADS, BRIDGES, AND OTHER PUBLIC PLACES”. That Section 42-38 “Exceptions” of Article II, “Right-of-Way Utilization” of Chapter 42, “Streets, Roads, Bridges, and Other Public Places” of the City Code of Ordinances, is hereby amended as follows:

Section 42-38. Exceptions.

* * *

(d) Emergency repair. Emergency repair as defined in section 42-34(f) above, may be performed without obtaining a permit prior to such repair. Emergency repair work shall be completed in accordance with applicable directives from the City or other authority as expeditiously as possible. The City shall be notified on all emergency repair work by 10:00 a.m., the workday following beginning of such repair work and the proper applications made at that time.

(e) Wireless Communication Facilities. Wireless communication facilities permitted in accordance with Section 42-108 do not require a permit issued pursuant to this article.

SECTION 3. AMENDMENT OF ARTICLE IV, “CITY OF PALM COAST COMMUNICATIONS RIGHTS-OF-WAY” OF CHAPTER 42, “STREETS, ROADS, BRIDGES, AND OTHER PUBLIC PLACES”. That Article IV, “City of Palm Coast

Ordinance 2018-_____

Communications Rights-of-Way” of Chapter 42, “Streets, Roads, Bridges, and Other Public Places” of the City Code of Ordinances, is hereby amended as shown in Attachment “A.”

SECTION 4. 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 5. CODIFICATION. It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, “Ordinance” may be changed to “Section,” “Article,” or other appropriate word.

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

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

Approved on first reading this ____ day of _____ 2018.

Adopted on second reading after due public notice and hearing this ____ day of _____ 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.

ATTACHMENT "A"

ARTICLE IV. - COMMUNICATIONS RIGHTS-OF-WAY

Sec. 42-101. - Title.

This article shall be known and may be cited as the "City of Palm Coast Communications Rights-of-Way Ordinance".

Sec. 42-102. - Intent and purpose.

It is the intent of the City to promote the public health, safety and general welfare by: Providing for the placement or maintenance of communications facilities in the public rights-of-way within the City; adopting and administering reasonable rules and regulations not inconsistent with state and federal law, including F.S. § Section 337.401, F.S.(2000), as it may be amended, the City's home rule authority, and in accordance with the provisions of the Federal Telecommunications Act of 1996 and other federal and state law; establishing reasonable rules and regulations necessary to manage the placement or maintenance of communications facilities in the public rights-of-way by all communications services providers; and minimizing disruption to the public rights-of-way. In regulating its public rights-of-way, the City shall be governed by and shall comply with all applicable federal and state laws. These regulations are specifically subject to state and federal law limitations.

Sec. 42-103. - Definitions.

For purposes of this article, the following terms, phrases, words and their derivations shall have the meanings given. Where not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory, and "may" is permissive. Words not otherwise defined shall be construed to mean the common and ordinary meaning.

Abandonment shall mean the permanent cessation of all uses of a communications facility for a period of 180 or more consecutive days; provided that this term shall not include cessation of all use of a facility within a physical structure where the physical structure continues to be used for some purpose or use accessory to the communications facility. By way of example and not limitation, cessation of all use of a cable within a conduit, where the conduit continues to be used, shall not be "abandonment" of a facility in public rights-of-way. A wireless infrastructure provider's failure to have a wireless service provider provide service through a small wireless facility collocated on a utility pole within nine months after the application is approved in accordance with Section 42-108 shall constitute abandonment.

Antenna shall mean communications equipment that transmits or receives electromagnetic radio frequency signals used in providing wireless services.

Applicable Codes shall mean a uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address threats of destruction of property or injury to persons, or local codes or ordinances adopted to implement this subsection. The term includes objective design standards adopted by ordinance which may require that a new utility pole replacing an existing utility pole be of substantially similar design, material, and color, or that ground-mounted equipment meet reasonable spacing requirements.

The term includes objective design standards adopted by ordinance which may require a small wireless facility to meet reasonable location context, color, stealth, and concealment requirements.

As-built plans shall mean final and complete drawings in a format as specified by the Planning Manager or designee submitted upon completion of a project, signed and sealed by a professional surveyor or mapper as defined in Section 472.005, F.S., that reflect all changes made during the construction process, and show the exact dimensions, geometry and location of all elements of the work completed under the permit.

Base station shall mean a structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined in Section 4.20, Land Development Code, or any equipment associated with a tower. "Base station" includes, without limitation:

1. Equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

2. Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including distributed antenna systems ("DAS") and small-cell networks).

3. Any structure other than a tower that, at the time the relevant application is filed with the City under this subsection, supports or houses equipment described in subsections (1) and (2) of this definition that has been reviewed and approved under the applicable zoning or siting process, or under another state or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing that support.

The term does not include any structure that, at the time the relevant application is filed with the City under this subsection, does not support or house equipment described in subsections (1) and (2) of this definition.

City shall mean City of Palm Coast, Florida.

City Utility Pole shall mean a utility pole owned by the City in the public rights-of-way. The term does not include a utility pole owned by a municipal electric utility, a utility pole used to support municipally owned or operated electric distribution facilities, or a utility pole located in the public rights-of-way within a retirement community that: (a) is deed restricted as housing for older persons as defined in Section 760.29(4)(b), F.S.; (b) has more than 5,000 residents; and (c) has underground facilities for electric transmission or distribution.

Collocate or Collocation shall mean to install, mount, maintain, modify, operate, or replace one or more Wireless Communication Facilities on, under, within, or adjacent to a wireless support structure or utility pole. The term does not include the installation of a new utility pole or wireless support structure in the public rights-of-way.

Communications facility or facility or system shall mean any permanent or temporary plant, equipment and property, including but not limited to cables, wires, conduits, ducts, fiber optics, poles, antennae, converters, splice boxes, cabinets, hand holes, manholes, vaults, drains, surface location markers, appurtenances, and other equipment or pathway placed or maintained or to be placed or maintained in the public rights-of-way of the City and used or capable of being used to transmit, convey, route, receive, distribute, provide or offer communications services.

Communications services shall mean the definition in Section 202.11(1), F.S., as may be amended, and also includes, but is not limited to wireless services, as defined herein. ~~transmission, conveyance or routing of voice, data, audio, video, or any other information or signals to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance. Notwithstanding the foregoing, for purposes of this article "cable service", as defined in F.S. § 202.11(2), (2000), as it may be amended, is not included in the definition of "communications services", and cable service providers may be subject to other ordinances of the City.~~

Communications services provider shall mean any person including a municipality or county providing communications services through the placement or maintenance of a communications facility in public rights-of-way. "Communications services provider" shall also include any person including a municipality or county that places or maintains a communications facility in public rights-of-way but does not provide communications services. The term includes pass-through providers and wireless infrastructure providers.

~~*Communications facility or facility or system* shall mean any permanent or temporary plant, equipment and property, including but not limited to cables, wires, conduits, ducts, fiber optics, poles, antennae, converters, splice boxes, cabinets, hand holes, manholes, vaults, drains, surface location markers, appurtenances, and other equipment or pathway placed or maintained or to be placed or maintained in the public rights-of-way of the City and used or capable of being used to transmit, convey, route, receive, distribute, provide or offer communications services.~~

Dealer shall mean any person, municipality or county providing communications services to an end user in the City through the use and operation of communications facilities installed, placed and maintained in the public rights-of-way, whether owner or leased, and who has registered with the Florida Department of Revenue as a provider of communications services pursuant to Chapter 202, F.S. This term is intended to include any "Reseller."

Eligible Facilities Request shall mean any request for modification of an existing tower or base station that, in accordance with the definitions contained in FCC regulations codified at 47 C.F.R. § 1.40001, does not substantially change the physical dimensions of the existing structure and is requesting:

- (1) Collocation of new transmission equipment;
- (2) Removal of existing transmission equipment; or
- (3) Replacement of existing transmission equipment.

FCC shall mean the Federal Communications Commission.

In public rights-of-way or in the public rights-of-way shall mean in, on, over, under or across the public rights-of-way.

Ordinance shall mean this article.

Micro Wireless Facility shall mean a small wireless facility having dimensions no larger than 24 inches in length, 15 inches in width, and 12 inches in height, and an exterior antenna, if any, no longer than 11 inches.

Pass-Through Facilities shall mean the facilities for a communications system that merely pass through the City from one point to another point and from which no revenues are directly attributable to subscribers or other carriers within the City.

Pass-Through Provider shall mean any person who places or maintains a communications facility in the public rights-of-way and who does not remit taxes imposed by the City pursuant to Chapter 202, F.S. A pass-through provider can also be a wireless infrastructure provider as defined in Section 337.401, F.S., as amended, or a communications facility provider pursuant to this section.

Permit shall mean a communications rights-of-way permit required pursuant to Section 42-108 prior to commencement of any placement or maintenance of facilities within the public rights-of-way.

Person shall include any individual, children, firm, association, joint venture, partnership, estate, trust, business trust, syndicate, fiduciary, corporation, organization or legal entity of any kind, successor, assignee, transferee, personal representative, and all other groups or combinations, and shall include the City only to the extent the City acts as a communications services provider.

Place or maintain or placement or maintenance or placing or maintaining shall mean to erect, construct, install, maintain, place, repair, extend, expand, remove, occupy, locate or relocate. A communications services provider that owns or exercises physical control over communications facilities in public rights-of-way, such as the physical control to maintain and repair, is "placing or maintaining" the facilities. A person providing service only through resale or only through use of a third party's unbundled network elements is not "placing or maintaining" the communications facilities through which such service is provided. The transmission and receipt of radio frequency signals through the airspace of the public rights-of-way does not constitute "placing or maintaining" facilities in the public rights-of-way.

Public rights-of-way shall mean a public right-of-way, public utility easement, highway, street, bridge, tunnel or alley for which the City is the authority that has jurisdiction and control and may lawfully grant access to pursuant to applicable law, and includes the surface, the air space over the surface and the area below the surface. "Public rights-of-way" shall not include private property. "Public rights-of-way" shall not include any real or personal City property except as described above and shall not include City buildings, fixtures, poles, conduits, facilities or other structures or improvements, regardless of whether they are situated in the public rights-of-way.

Registrant shall mean a communications services provider that has registered with the City in accordance with the provisions of this article.

Registration or register shall mean the process described in this article whereby a communications services provider provides certain information to the City.

Repurposed structure shall mean an existing structure that has been renovated, reconfigured, or replaced with a similar structure so as to continue serving its primary existing purpose while also supporting the attachment of communications facilities, through stealth design or otherwise, that is approximately in the same location as the existing structure and in such a manner that does not result in a net increase in the number of structures located within the public rights-of-way and does not interfere with pedestrian or vehicular access, and is compliant with applicable codes. To "repurpose an existing structure" shall mean the act of renovating, reconfiguring or replacing an existing structure as described above.

Reseller shall mean any person providing communications services within the City over a communications system, or portion thereof, for which a separate charge is made, where that person does not place or maintain, nor own or control, any of the underlying facilities in the public rights-of-way by either interconnecting with the facilities of a communications services provider utilizing the public rights-of-way or by leasing excess capacity from a facility-based communications services provider.

Stealth Design shall mean a method of camouflaging any tower, antenna or other communications facility, including, but not limited to, supporting electrical or mechanical equipment, which is designed to enhance compatibility with adjacent land uses and be as visually unobtrusive as possible. Stealth design may include a repurposed structure or a wrap.

Small wireless facility shall mean a wireless communication facility that meets the following qualifications:

(1) Each antenna associated with the facility is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of antennas that have exposed elements, each antenna and all of its exposed elements could fit within an enclosure of no more than 6 cubic feet in volume; and

(2) All other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cutoff switches, vertical cable runs for the connection of power and other services, and utility poles or other support structures.

Surrounding Neighborhood shall mean the area within a five hundred (500) foot radius of a communications facility site or proposed communications facility site.

Utility Pole shall mean a pole or other similar structure that is used in whole or part to provide communication services or for electric distribution, lighting, traffic control, signage, or a similar function. The term includes the vertical support structure for traffic lights but does not include a horizontal structure to which signal lights or other traffic control devices are attached and does not include a pole or similar structure 15 feet in height or less unless the City grants a waiver for the pole. The term does not include a City utility pole, nor does it include any other utility pole exempt from such term pursuant to Section 337.401, F.S.

Wireless Communication Facility or Wireless Communication Facilities shall mean any equipment at a fixed location which enables wireless communications between user equipment and a communications network, including radio transceivers, antennas, wires, coaxial, or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and equipment associated with wireless communications. The term includes small wireless facilities. The term does not include: (a) the structure or improvements on, under, within, or adjacent to the structure on which the equipment is collocated; (b) wireline backhaul

facilities; or (c) coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

Wireless Infrastructure Provider shall mean a person who has been certificated to provide telecommunications service in the state and who builds or installs wireless communication transmission equipment, wireless communication facilities, or wireless support structures but is not a wireless services provider.

Wireless Provider shall mean a wireless infrastructure provider or a wireless services provider.

Wireless Services shall mean any services provided using licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless communication facilities.

Wireless Services Provider shall mean a person who provides wireless services.

Wireless Support Structure shall mean a freestanding structure, such as a monopole, a guyed or self-supporting tower, or another existing or proposed structure designed to support or capable of supporting wireless communication facilities. The term does not include a utility pole.

Wrap shall mean an aesthetic covering depicting scenic imagery, such as vegetation, which blends with the surrounding area.

Sec. 42-104. – General Prohibitions.

- (a) Wireless communication facilities, other than small wireless facilities and micro wireless facilities, are prohibited within the public rights-of-way.
- (b) Wireless communication facilities are prohibited within the public rights-of-way of roadways and railways under the jurisdiction and control of the Florida Department of Transportation unless approved in writing by the Florida Department of Transportation and, pursuant to any permit delegation agreement, the City.
- (c) Wireless communication facilities are prohibited on arms used to support or mount traffic control signals and warning signals, and on arms attached to utility poles.

Sec. 42-104105. - Registration for placing or maintaining communications facilities in public rights-of-way.

- (a) Applicability. All persons, including, but not limited to, a A communications services provider, pass-through provider, or wireless infrastructure provider, seeking that desires to place or maintain a communications facility in public rights-of-way in the City shall first register with the City in accordance with this article before being eligible to receive a permit. Subject to the terms and conditions prescribed in this article and issuance of a permit, a registrant may place or maintain a communications facility such facilities in public rights-of-way.
- (b) Limits of Registration. An effective registration shall not convey any title, equitable or legal, to the registrant in the public rights-of-way. Registration under this article governs only the

placement or maintenance of communications facilities in public rights-of-way. Other ordinances, codes or regulations may apply to the placement or maintenance in the public rights-of-way of facilities that are not communications facilities. Registration does not excuse a communications services provider from obtaining appropriate access or pole attachment agreements before locating its facilities on the City or another person's facilities. Registration does not excuse a communications services provider from complying with all applicable City ordinances, codes or regulations, including this article.

- (c) Application Requirements. Each communications services provider that desires to place or maintain a small wireless facility, micro wireless facility, or utility pole for collocation of a small wireless facility ~~communications facility~~ in public rights-of-way in the City shall file a single registration with the City which shall, at minimum, include the following information:

(1) Name of the applicant under which it will transact business in the City and, if different, in the state of Florida;

(2) Name, address and telephone number of the applicant's primary contact person in connection with the registration, and the person to contact in case of an emergency;

(3) Name, address, and telephone number of the applicant's principal place of business in the state of Florida, and any branch office located in the City, or, if none, the name, address, and telephone number of the applicant's national headquarters and its registered agent in Florida; and ~~For registrations submitted prior to October 1, 2001, the applicant shall state whether it provides local service or toll service or both;~~

(4) Evidence of the insurance coverage required under this article and acknowledgment that registrant has received and reviewed a copy of this article, which acknowledgment shall not be deemed an agreement; ~~and~~

(5) A copy ~~The number~~ of the applicant's certificate of authorization, public convenience and necessity, or other similar certification or licenses to provide communications services issued by the Florida Public Service Commission, the FCC ~~Federal Communications Commission~~, or other federal or state authority, if any;

(6) ~~For an applicant that does not provide a Florida Public Service Commission certificate of authorization number, if the applicant is a corporation, proof of authority to do business in the State of Florida, such as the number of the certificate from or filing with the Florida Department of State. If the applicant is a corporation, proof of authority to do business in the state of Florida, including the number of the corporate certification;~~

(7) A copy of both the applicant's resale certificate and certificate of registration issued by the Florida Department of Revenue to engage in the business of providing communications services in the state of Florida, if any;

(8) The type of communications services that the applicant intends to provide within the corporate limits of the City (if more than one, state all that apply), or, if none, state that the applicant is a pass-through provider or is intending only to place and maintain pass-through facilities, as the case may be, and whether the applicant currently remits or intends to remit Communications Services Tax, as authorized in Ch. 202, F.S.; and

- (d) Application Fees. No registration application fees shall be imposed for registration under this Article. ~~Each applicant for a registration shall submit a registration application fee with the~~

~~application, which shall not be refunded if the application is withdrawn; provided that the registrant may credit the registration application fee as provided in F.S. § 337.401(3). Fee amounts shall be established by resolution of the City and shall be in an amount not to exceed the City's costs and expenses incurred in connection with reviewing and approving the registration. If the registration application fee is insufficient to cover all costs or expenses incurred by the City in connection with review and approval of the registration, the applicant shall reimburse the City for any such costs and expenses in excess of the registration application fee following receipt of written notice, which shall explain any additional costs or expenses. This subsection (d)(1) shall be repealed and shall have no force or effect on or after October 1, 2001.~~

~~(1) No registration application fees shall be imposed on or after October 1, 2001.~~

- (e) Review of Registration. The City shall review the information submitted by the applicant. Such review shall be by the designated City Manager official or his or her designee. If the applicant submits information in accordance with subsection (c) above, the registration shall be effective and the City shall notify the applicant of the effectiveness of registration in writing. If the City determines that the information has not been submitted in accordance with subsection (c) above, the City shall notify the applicant of the non-effectiveness of registration, and reasons for the non-effectiveness, in writing. The City shall so reply to an applicant within 30 days after receipt of registration information from the applicant. Non-effectiveness of registration shall not preclude an applicant from filing subsequent applications for registration under the provisions of this section. An applicant has 30 days after receipt of a notice of non-effectiveness of registration to appeal the decision as provided in section 42-~~114~~108.
- (f) Cancellation of Registration. A registrant may cancel a registration upon written notice to the City stating that it will no longer place or maintain any communications facilities in public rights-of-way within the City and will no longer need to obtain permits to perform work in public rights-of-way. A registrant cannot cancel a registration if the registrant continues to place or maintain any communications facilities in public rights-of-way.
- (g) Non-exclusivity. Registration does not, in and of itself, establish a right to place or maintain or priority for the placement or maintenance of a communications facility in public rights-of-way within the City but shall establish for the registrant a right to apply for a permit, if permitting is required by the City. Registrations are expressly subject to any future amendment to or replacement of this article and further subject to any additional City ordinances, as well as any state or federal laws that may be enacted. Registration does not excuse or exempt a communications services provider from having to obtain a local business tax receipt, if required, from the City in accordance with the City Code.
- (h) Registration Renewal. A registrant shall renew its registration with the City by April 1 of even-numbered years in accordance with the registration requirements in this article, except that a registrant that initially registers during the even-numbered year when renewal would be due or the odd-numbered year immediately preceding such even-numbered year shall not be required to renew until the next even-numbered year. Within 30 days of any change in the information required to be submitted pursuant to subsection (c), ~~except, as of October 1, 2001, subsection (c)(3),~~ a registrant shall provide updated information to the City. If no information in the then-existing registration has changed, the renewal may state that no information has changed. Failure to renew a registration may result in the City restricting the issuance of additional permits until the communications services provider has complied with the registration requirements of this article.

- (i) Applicability to Resellers. ~~In accordance with applicable City ordinances, codes or regulations, a permit may be required of a communications services provider that desires to place or maintain a communications facility in public rights-of-way. An effective registration shall be a condition of obtaining a permit. Notwithstanding an effective registration, permitting requirements shall apply. A permit may be obtained by or on behalf of a registrant having an effective registration if all permitting requirements are met. A reseller, which by definition does not place or maintain communications facilities in the public rights-of-way, is not required to register with the City.~~

Sec. 42-105-106. - Notice of transfer, sale or assignment of assets in public rights-of-way.

If a registrant transfers, sells or assigns its assets located in public rights-of-way incident to a transfer, sale or assignment of the registrant's assets, the transferee, buyer or assignee shall be obligated to comply with the terms of this article. Written notice of any such transfer, sale or assignment shall be provided by such registrant to the City within 20 days after the effective date of the transfer, sale or assignment. If the transferee, buyer or assignee is a current registrant, then the transferee, buyer or assignee is not required to re-register. If the transferee, buyer or assignee is not a current registrant, then the transferee, buyer or assignee shall register as provided in section 42-104105 within 60 days of the transfer, sale or assignment. If any applications for a permit are pending under the communications services provider's name as of the date the City receives written notice of the transfer, sale, or assignment, then the City shall consider the transferee, buyer or assignee as the new applicant unless otherwise notified by the communications services provider. If any permit applications are pending under the registrant's name as of the date the City receives written notice of the transfer, sale, or assignment, then the City shall consider the transferee, buyer or assignee as the new applicant unless otherwise notified by the registrant.

Sec. 42-107. - Involuntary termination of registration.

- (a) The City may terminate a registration if:

- (1) A federal or Florida authority suspends, denies, or revokes a registrant's certification or license to provide communications services;
- (2) The registrant's placement or maintenance of a communications facility in the public rights-of-way presents an extraordinary danger to the general public or other users of the public rights-of-way and the registrant fails to remedy the danger promptly after receipt of written notice; or
- (3) The registrant ceases to use all of its communications facilities in public rights-of-way and has not complied with section 42-123 of this article.
- (4) The registrant fails to comply with any of the rules, regulations, or general conditions set forth herein.

- (b) Notice of intent to terminate. Prior to termination, the City Manager or designee, shall notify the registrant with a written notice setting forth all matters pertinent to the proposed termination action, including which of (1) through (4) above is applicable as the reason therefore, and describing the proposed action of the City. The registrant shall have 30 days after receipt of such notice within which to address or eliminate the reason or within which to present a plan, satisfactory to the City Manager or designee, to accomplish the same. If not eliminated, or if the plan is rejected, the City Manager or designee shall provide written notice

of such rejection within 15 days of receipt of the plan to the registrant. A registrant shall be notified by written notice of any decision by the City Manager or designee to terminate its registration. Such written notice shall be sent within seven days after the decision. Should registrant wish to appeal the City Manager or designee's decision, the appeal to City Council shall be subject to the appeal process as provided in section 42-114.

(c) In the event of termination, the former registrant shall:

(1) Notify the City of the assumption or anticipated assumption by another registrant of ownership of the registrant's communications facilities in public rights-of-way; or

(2) Provide the City with an acceptable plan for disposition of its communications facilities in public rights-of-way. If a registrant fails to comply with this subsection (c), which determination of noncompliance is subject to appeal as provided in section 42-114, the City may exercise any remedies or rights it has at law or in equity, including but not limited to taking possession of the facilities where another person has not assumed the ownership or physical control of the facilities; or requiring the registrant within 90 days of the termination, or such longer period as may be agreed to by the City, to remove some or all of the facilities from the public rights-of-way and restore the public rights-of-way to its original condition before the removal.

(d) In any event, a terminated registrant shall take such steps as are necessary to render safe every portion of the communications facilities remaining in the public rights-of-way of the City.

(e) In the event of termination of a registration, this section does not authorize the City to cause the removal of communications facilities used to provide another service for which the registrant or another person who owns or exercises physical control over the facilities holds a valid certification or license with the governing federal or state agency, if required for provision of such service, and who is registered with the City, if required.

(f) The City's right to terminate a registration shall be in addition to all other rights of the City, whether reserved in this article, or authorized by other law. No action, proceeding or exercise of the right to terminate registration will affect or preclude any other right the City may have.

Sec. 42-106108. – Communications Rights-of-Way Permit Required. Placement or maintenance of a communications facility in public rights of way.

(a) A registrant shall at all times comply with and abide by all applicable provisions of the state and federal law and City ordinances, codes and regulations in placing or maintaining a communications facility in public rights of way.

(b) *Communications Rights-of-Way Permit Required.* Except as provided herein, a A registrant shall not commence to place, ~~or~~ maintain, or modify a communications facility in public rights-of-way, without a communications rights-of-way permit issued by the City Manager or designee in accordance with this section, unless otherwise exempt as provided herein. An effective registration shall be a condition of obtaining a permit. A permit may be obtained by or on behalf of a registrant having an effective registration if all permitting requirements are met. A registrant shall not commence to place or maintain a communications facility in the public rights-of-way until all applicable permits if any, have been issued by the City or other appropriate authority, ~~except in the case of an emergency.~~ The term "emergency" shall mean a condition that affects the public's health, safety or welfare, which includes an unplanned out-of-

~~service condition of a pre-existing service. Registrant shall provide prompt notice to the City of the placement or maintenance of a communications facility in public rights of way in the event of an emergency and shall or may be required to obtain an after the fact permit if a permit would have originally been required to perform the work undertaken in public rights-of-way in connection with the emergency. Registrant acknowledges that as a condition of granting such permits, the City may impose reasonable rules or regulations governing the placement or maintenance of a communications facility in public rights-of-way. Permits shall apply only to the areas of public rights-of-way specifically identified in the permit.~~

(b) *Permit Not Required.*

(1) A registrant shall be allowed to perform emergency maintenance within the public rights-of-way without first obtaining a permit. The term "emergency" shall mean a condition that affects the public's health, safety or welfare, which includes an unplanned out-of-service condition of a pre-existing service. Registrant shall provide prompt notice to the City of the placement or maintenance of a communications facility in public rights-of-way in the event of an emergency, and may be required to obtain an after-the-fact permit within 15 days of completing the emergency work, if a permit would have originally been required to perform the work undertaken in public rights-of-way in connection with the emergency.

(2) A registrant shall be allowed to perform routine maintenance within the public rights-of-way if such proposed routine maintenance does not involve excavation, construction, or disruption to transportation in the public rights-of-way. If routine maintenance requires the closure of the public rights-of-way, a permit shall be required.

(3) A permit shall not be required for replacement of an existing small wireless facility with a small wireless facility that is substantially similar or of the same or smaller size.

(4) A permit shall not be required for the installation, placement, maintenance, or replacement of micro wireless facilities that are suspended on cables strung between existing utility poles in compliance with applicable codes by or for a communications services provider authorized to occupy the public rights of-way and who is remitting taxes under Chapter 202, F.S. At least 30 days prior to placing a micro wireless facility in the public rights-of-way pursuant to this subsection, the registrant shall submit a certification of the micro wireless facility's dimensions to the City for review. If the micro wireless facility's dimensions exceed the dimensions to constitute a micro wireless facility, the registrant shall not be authorized to place such facility in the public rights-of-way.

(5) Prior to performing any work authorized herein without a permit, a registrant shall provide reasonable advance written notice to the City identifying the areas where such work will occur, scope of work, and dates(s) and duration of work to be performed.

(c) *Pre-Application Conference.* To minimize issues related to permit application, prior to submitting materials for a permit application, a registrant must request a pre-submittal meeting with the Planning Manager or designee to discuss the registrant's plans and network goals for placing and maintaining wireless communications facilities in the public rights-of-way. The City shall undertake efforts to accommodate a registrant's request within ten (10) business days of a request. As part of any permit application to place a new or replace an existing communications facility in public rights-of-way, the registrant shall provide the following:

(1) The location of the proposed facilities, including a description of the facilities to be installed, where the facilities are to be located, and the approximate size of facilities that will be located in public rights-of-way;

- (2) ~~— A description of the manner in which the facility will be installed (i.e. anticipated construction methods or techniques);~~
- (3) ~~— A maintenance of traffic plan for any disruption of the public rights of way;~~
- (4) ~~— Information on the ability of the public rights of way to accommodate the proposed facility, if available (such information shall be provided without certification as to correctness, to the extent obtained from other persons);~~
- (5) ~~— If appropriate given the facility proposed, an estimate of the cost of restoration to the public rights of way;~~
- (6) ~~— The timetable for construction of the project or each phase thereof, and the areas of the City which will be affected; and~~
- (7) ~~— Such additional information as the City finds reasonably necessary with respect to the placement or maintenance of the communications facility that is the subject of the permit application to review such permit application.~~
- (d) ~~To the extent not otherwise prohibited by state or federal law, the City shall have the power to prohibit or limit the placement of new or additional communications facilities within a particular area of public rights of way.~~ Application Requirements. To ensure compliance with federal and state law, applicants shall request and schedule an application submittal appointment with the Planning Manager or designee or designee. Permit application submittal appointments shall be scheduled by the City, at the City's sole discretion, upon no less than five days advanced written notice by the applicant. No permit application shall be deemed accepted by the City unless received at a scheduled permit application submittal appointment. No more than one consolidated collocation permit application, for a maximum of 30 small wireless facilities, or five individual permit applications shall be received at a permit application submittal appointment. The application shall be in a form approved by the Planning Manager or designee, and shall include such information as the City finds reasonably necessary to demonstrate applicant's compliance with applicable codes for the placement of small wireless facilities in the locations identified in the application.
- (e) ~~All communications facilities shall be placed or maintained so as not to unreasonably interfere with the use of the public rights of way by the public and with the rights and convenience of property owners who adjoin any of the public rights of way. The use of trenchless technology (i.e., directional bore method) for the installation of facilities in the public rights of way as well as joint trenching or the co-location of facilities in existing conduit is strongly encouraged, and should be employed wherever feasible.~~ Affidavits.
- (i) An application for a permit to install new utility pole(s) or new wireless support structures (as opposed to collocations, applications to use an existing structure, or wireline pole attachment installations made in the communication space of utility poles) shall include an affidavit from a Florida licensed professional engineer with a statement that it is not feasible to locate applicant's proposed facilities on existing poles along the proposed route, and all the facts relied upon in the applicant's attempt to both collocate or attach the proposed new communications facilities on existing structures within the public rights-of-way, as well as on property outside the public rights-of-way, within a 500 foot radius of the proposed new communications facility.

(ii) An application for collocation shall include an affidavit from the owner of the facility or existing structure being collocated upon that the applicant has been granted permission to attach to the facility or existing structure being collocated upon or attached to.

(iii) An application from a wireless infrastructure provider to place a new utility pole in the public rights-of-way to support the collocation of small wireless facilities shall include an attestation that small wireless facilities will be collocated on the utility pole or structure and will be used by a wireless services provider to provide service within nine months after the date the application is approved. The wireless infrastructure provider shall use its best efforts to individually notify all adjacent property owners affected by the proposed construction prior to the commencement of that work. Such notification shall not be required for emergencies requiring immediate repairs.

(iv) The applicant shall certify that any and all of its abandoned facilities within the public rights-of-way have been removed, indicating the prior location of such abandoned facilities.

- (f) ~~All safety practices required by applicable law or accepted industry practices and standards shall be used during the placement or maintenance of communications facilities.~~ Permit applicant not registrant. If the applicant for the permit is not the registrant, the application must include a statement of authority by the registrant for the applicant to act on behalf of the registrant. In addition, if the applicant is a contractor, the application must include the contractor's license or registration confirming the contractor's authority to perform construction in the City and statements as to whether the contractor has any open permits with the City, and if so, the permit identification number or information.
- (g) ~~After the completion of any placement or maintenance of a communications facility in public rights-of-way or each phase thereof, a registrant shall, at its own expense, restore the public rights-of-way to its original condition before such work. If the registrant fails to make such restoration within 30 days, or such longer period of time as may be reasonably required under the circumstances, following the completion of such placement or maintenance, the City may perform restoration and charge the costs of the restoration against the registrant in accordance with F.S. § 337.402, (2000), as it may be amended. For 12 months following the original completion of the work, the registrant shall guarantee its restoration work and shall correct any restoration work that does not satisfy the requirements of this article at its own expense.~~ Information regarding height limitations. For applications for installation of a utility pole to support the collocation of a small wireless facility, the applicant shall provide information regarding the heights of other utility poles located in the public rights-of-way within five hundred (500) feet of the proposed location of the utility pole. If there is no utility pole within five hundred (500) feet of the proposed utility pole, the applicant shall so certify.
- (h) ~~Removal or relocation at the direction of the City of a registrant's communications facility in public rights-of-way shall be governed by the provisions of F.S. §§ 337.403 and 337.404, (2000), as they may be amended.~~ Revised Plans. If the plans or drawings submitted showing the proposed location for installation of the facility in the public rights-of-way require revision for any reason prior to commencing construction, the communications services provider shall promptly submit revised plans and drawings to the Planning Manager or designee.
- (i) ~~A permit from the City constitutes authorization to undertake only certain activities in public rights-of-way in accordance with this article, and does not create a property right or grant~~

~~authority to impinge upon the rights of others who may have an interest in the public rights-of-way.~~ Consolidated Collocation Application. An applicant seeking to collocate small wireless facilities within the City's boundaries may, at the applicant's discretion, file a consolidated application with the City and receive a single permit for the collocation of up to 30 small wireless facilities. If the application includes multiple small wireless facilities, the City may separately address small wireless facility collocations for which incomplete information has been received or which are denied.

- (j) ~~A registrant shall maintain its communications facility in public rights-of-way in a manner consistent with accepted industry practice and applicable law.~~ Stop Work Order. The City Manager or designee may issue an immediate stop work order where any permitted or unpermitted construction or other work in the public rights-of-way poses a serious threat to the health, safety, or welfare of the public until such serious threat has been abated. Failure to comply with such order may subject a registrant, and its agents, employees, and contractors as applicable, to appropriate enforcement remedies as set forth herein.
- (k) ~~In connection with excavation in the public rights-of-way, a registrant shall, where applicable, comply with the Underground Facility Damage Prevention and Safety Act set forth in F.S. ch. 556, (2000), as it may be amended.~~ Communications Services Tax In Lieu of Permit fee. A registrant that places or maintains a communications facility in the public rights-of-way and that pays communications services taxes shall not be required to pay a permit fee since the City has elected to collect the Communications Services Tax pursuant to Ch. 202, F.S. as same may be amended from time to time. Pass-through providers shall pay a fee pursuant to Section 337.401(5), F.S. as amended from time to time, and City Code Section 42-124.
- ~~(l) Registrant shall use and exercise due caution, care and skill in performing work in the public rights-of-way and shall take all reasonable steps to safeguard work site areas.~~
- ~~(m) Upon request of the City, and as notified by the City of the other work, construction, installation or repairs referenced below, a registrant may be required to coordinate placement or maintenance activities under a permit with any other work, construction, installation or repairs that may be occurring or scheduled to occur within a reasonable time frame in the subject public rights-of-way, and registrant may be required to reasonably alter its placement or maintenance schedule as necessary so as to minimize disruptions and disturbance in the public rights-of-way.~~
- ~~(n) A registrant shall not place or maintain its communications facilities so as to interfere with, displace, damage or destroy any facilities, including but not limited to, sewers, gas or water mains, storm drains, pipes, cables or conduits of the City or any other person's facilities lawfully occupying the public rights-of-way of the City.~~
- ~~(o) The City makes no warranties or representations regarding the fitness, suitability, or availability of City's public rights-of-way for the registrant's communications facilities and any performance of work, costs incurred or services provided by registrant shall be at registrant's sole risk. Nothing in this article shall affect the City's authority to add, vacate or abandon public rights-of-way, and City makes no warranties or representations regarding the availability of any added, vacated or abandoned public rights-of-way for communications facilities.~~
- ~~(p) The City shall have the right to make such inspections of communications facilities placed or maintained in public rights-of-way as it finds necessary to ensure compliance with this article.~~
- ~~(q) A permit application to place a new or replace an existing communications facility in public rights-of-way shall include plans showing the location of the proposed installation of facilities in the public~~

~~rights-of-way. If the plans so provided require revision based upon actual installation, the registrant shall promptly provide revised plans. The plans shall be in a hard copy format or an electronic format specified by the City, provided such electronic format is maintained by the registrant. Such plans in a format maintained by the registrant shall be provided at no cost to the City.~~

- ~~(r) The City reserves the right to place and maintain, and permit to be placed or maintained, sewer, gas, water, electric, storm drainage, communications, and other types of facilities, cables or conduit, and to do, and to permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the City in public rights-of-way occupied by the registrant. The City further reserves without limitation the right to alter, change, or cause to be changed, the grading, installation, relocation, or width of the public rights-of-way within the limits of the City and within said limits as same may from time to time be altered.~~
- ~~(s) A registrant shall, on the request of any person holding a permit issued by the City, temporarily raise or lower its communications facilities to permit the work authorized by the permit. The expense of such temporary raising or lowering of facilities shall be paid by the person requesting the same, and the registrant shall have the authority to require such payment in advance. The registrant shall be given not less than 30 days advance written notice to arrange for such temporary relocation.~~

~~A wireless facility that is a portion of a communication facility, such as an antenna ("wireless facility(ies)"), which is attached to a legally maintained vertical structure in the public rights-of-way, such as a light pole or utility pole ("vertical structure(s)"), shall be subject to the following criteria:~~

- ~~(1) Wireless facilities may not extend more than 20 feet above the highest point of the vertical structure;~~
- ~~(2) Wireless facilities that are attached to a vertical structure located in public rights-of-way that is 15 feet or less in width and is located adjacent to real property used as a single family residence shall be flush mounted to the vertical structure;~~
- ~~(3) Wireless facilities shall not have any type of lighted signal, lights, or illuminations unless required by an applicable federal, state, or local rule, regulation or law;~~
- ~~(4) Wireless facilities shall comply with any applicable Federal Communications Commission Emissions Standards;~~
- ~~(5) The design, construction, and installation of such wireless facilities shall comply with any applicable local building codes;~~
- ~~(6) No commercial advertising shall be allowed on such wireless facilities; and~~
- ~~(7) Any accessory equipment and related housing in the public rights-of-way that are used in conjunction with such a wireless facility shall comply with any applicable local rules, regulations, ordinances, or laws governing the placement and design of such equipment.~~

~~Vertical structures, such as towers, whose sole purpose is to serve as a mounting device for antennae, are expressly prohibited from being placed in the public rights-of-way unless applicable zoning and land use laws or regulations allow such structures to be placed within the zoning district in which such public rights-of-way are located or to which they are adjacent.~~

42 - 109. – Permit Review.

(a) *Review Process.* The City shall process and issue permits for the placement, maintenance, or modification of communication facilities in the public rights-of-way subject to the following requirements:

(1) Within 14 days after the date of receiving the application, the City shall determine and notify the applicant by electronic mail to the email address provided in the application as to whether the application is complete. If an application is deemed incomplete, the City shall specifically identify the missing information. An application is deemed complete if the City does not provide notification to the applicant within 14 days.

(2) If an applicant seeks to place or collocate a small wireless facility in the public rights-of-way, the City may, within 14 days after the date of filing the application, request that the proposed location of a small wireless facility be moved to another location in the right-of-way and placed on an alternative City utility pole or support structure, or may place a new utility pole. The City and the applicant may negotiate the alternative location, including any objective design standards and reasonable spacing requirements for ground-based equipment, for 30 days after the date of the request. At the conclusion of the negotiation period, if the alternative location is accepted by the applicant, the applicant must notify the City of such acceptance and the application shall be deemed granted for any agreed upon new location and all other locations in the application. If an agreement is not reached, the applicant must notify the City of such non-agreement, and the City must grant or deny the original application within 90 days after the date the application was filed. A request for an alternative location, an acceptance of an alternative location, or a rejection of an alternative location must be in writing and provided by electronic mail. If the City does not use the 30-day negotiation period provided herein regarding collocation alternatives, the parties may mutually agree to extend the 60-day application review period. The City shall grant or deny the application at the end of the extended period.

(3) The City shall process all applications on a nondiscriminatory basis. Except as extended by the 30-day negotiation period provided in subsection (2) above, if the City fails to approve or deny a complete application within 60 days after receipt of the application, the application is deemed approved. The application review period may be extended upon mutual agreement by the parties.

(4) A permit issued pursuant to an approved application shall remain effective for 1 year unless extended by the City.

(5) The City shall notify the applicant of approval or denial by electronic mail. The City shall approve a complete application unless it does not meet the applicable provisions of this Article. If the application is denied, the City shall specify in writing the basis for denial, including the specific code provisions on which the denial is based, and shall send the documentation to the applicant by electronic mail on the day the City denies the application. The applicant may cure the deficiencies identified by the City and resubmit the application within 30 days after notice of the denial is sent to the applicant. Failure by the applicant to timely resubmit the application shall result in a final denial of the application. The City shall approve or deny a timely filed revised application within 30 days after receipt, or the application is deemed approved. Any subsequent review shall be limited to the deficiencies cited in the denial.

(b) *Expert review.* The City may require that all permit applications be reviewed by a third-party consultant or expert at the expense of the applicant for compliance with the requirements set

forth herein. No permit shall be issued to any applicant that has not fully reimbursed the City for the third-party review fees, which shall be limited to the specifically identified reasonable expenses incurred in the review.

(c) *Denial of Collocation of Small Wireless Facilities.* The City may deny a proposed collocation of a small wireless facility in the public rights-of-way if the proposed collocation:

(1) Materially interferes with the safe operation of traffic control equipment.

(2) Materially interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes.

(3) Materially interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement.

(4) Materially fails to comply with the 2010 edition of the Florida Department of Transportation Utility Accommodation Manual, or latest published version.

(5) Fails to comply with applicable codes, the Land Development Code, and the applicable provisions of this Article.

(d) *Limited Purpose of Communications Rights-of-Way Permit.* A communications rights-of-way permit issued by the City constitutes authorization to undertake only certain activities in public rights-of-way in accordance with this article, and does not create any property right or other vested interest, or grant authority to impinge upon the rights of others who may have an interest in the public rights-of-way. Permits shall be granted only for specific routes or locations in the public rights-of-way and for such term as described in the permit. The City's issuance of a permit shall not be construed as a warranty that the placement of any communications facility is in compliance with applicable codes, regulations or laws.

(e) *Permit processing timeframes; "shot clock".* The City's action on proposals to place or maintain communications facilities shall be subject to the applicable standards and time frames set out in Section 365.172, F.S., as amended from time to time; and 47 U.S.C. § 1455 (a) and Orders issued by the FCC, as same amended from time to time. All Federal and State "shot clock" timeframe guidelines that apply to any particular permit are hereby recognized by the City, and the City will make all reasonable efforts to comply.

Sec. 42-110. Placement of New Utility Poles or Wireless Support Structure.

(a) The placing of any new utility pole, wireless support structure, or other above-ground structure for the collocation of a small wireless facility or micro wireless facility is subject to the approval of the Planning Manager or designee and these structures shall be erected under the supervision of the Planning Manager or designee or his designee. No new utility pole, wireless support structure, or other above-ground structure shall be allowed in the public rights-of-way unless the applicant demonstrates and the Planning Manager or designee determines that no existing structure, or alternative technology (that does not require the placement of a new structure in a public rights-of-way) can accommodate the applicant's proposed antenna or other communication facility. Such a demonstration by the applicant shall not give rise to a right to locate the proposed facility within the public rights-of-way or in any way guarantee City

approval of such. An applicant shall submit information requested by the Planning Manager or designee related to the availability of suitable existing structures or alternative technology. Evidence submitted to demonstrate that no existing structure or alternative technology can accommodate the applicant's proposed communications facility may consist of, but is not limited to, the following factors to be considered by the Planning Manager or designee:

- (1) No existing structures are located within the geographic area which would meet applicant's engineering requirements.
 - (2) Existing structures are not of sufficient height to meet applicant's engineering requirements, which shall be demonstrated by, at minimum, propagation and coverage maps.
 - (3) Existing structures do not have sufficient structural strength to support applicant's proposed antenna or other communications facility and related equipment.
 - (4) The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing structures, or the antenna on the existing structures would cause interference with the applicant's proposed antenna.
 - (5) The fees, costs, or contractual provisions required by the owner in order to share an existing structure or to adapt an existing structure for sharing are unreasonable.
 - (6) The applicant demonstrates that there are other limiting factors that render existing structures unsuitable.
 - (7) The applicant demonstrates that an alternative technology that does not require the use of new structures, such as cable microcell network using multiple low-powered transmitters/receivers attached to wire line system, is unsuitable. Costs of alternative technology that exceed new structure or antenna development shall not be presumed to render the technology unsuitable.
- (b) If approved, no such utility pole or other above-ground structure shall be placed in any gutter or drainage area and must be behind the curb to avoid damage to any sidewalk. In areas of the City where either electric utility wires or other communications facilities are above ground and such facilities are moved, either voluntarily or at the direction of the City, to a new utility pole or other above-ground structure, the communications services provider or wireless infrastructure provider shall likewise move all its above-ground facilities on such utility poles or structures to such new utility pole or structure within 30 days after receipt of written notice from either the City or the owner of the new utility pole or structure, without cost to the City.

Sec. 42-111. - Design, Placement and Collocation Standards for Communications Facilities in the Public Rights-of-Way.

- (a) *Objective Design Standards.* The placement of communications facilities anywhere in the public rights-of-way shall in all cases be designed in such a manner that the facilities and structures are

placed in a safe location that do not interfere with the traveling public, and shall be designed to maximize compatibility with the surrounding neighborhood and minimize any negative visual impact on the surrounding neighborhood. The following objective design standards regulating the location context, color, stealth design, and concealment of the proposed small wireless facility shall apply, unless waived by the City:

(1) All proposed small wireless facilities for collocation on a wireless support structure or utility pole shall meet one of the following stealth design standards:

a. Wires, cables and equipment to be collocated on a utility pole shall be within the utility pole or structure or covered with a shroud. No exposed wires or, cables are permitted. Slim design shall be used wherein the top mounted antenna does not exceed the diameter of the supporting utility pole at the level of the antenna attachment, and side mounted enclosures, if any, do not extend more than thirty (30) inches beyond the exterior dimensions of the existing structure, repurposed structure or utility pole at the level of antenna attachment measured from the edge of the pole to the outermost surface of the antenna; or

b. Wires, cables and equipment to be collocated on a utility pole shall be within the utility pole or covered with a shroud. No exposed wires or cables are permitted. A street light fixture shall be used to camouflage the small wireless facility such as through replacement of the cobra head with a new cobra head containing the small wireless facility. Any street light fixture shall be maintained in good working order by the applicant or pole owner.

(2) Applicants shall not place or maintain signage on communications facilities in public rights-of-way, unless otherwise required by federal or state law, provided; however, existing structures that lawfully supported signage before being repurposed may continue to support signage as otherwise permitted by law.

(3) A small wireless facility shall not have any type of lighted signal, lights, or illuminations unless required by applicable codes, local codes or regulations, or state and federal laws and regulations or as permitted by the City.

(4) Ground-mounted small wireless facilities shall be located within a ten (10) foot radius of the structure or utility pole for the collocated small wireless facility and, if possible, in areas with existing foliage or another aesthetic features to obscure the view of the ground-mounted small wireless facility. The ground-mounted small wireless facility shall be designed to appear similar to other at-grade facilities in the same public rights-of-way and may be further concealed with additional plantings. Any additional plantings proposed pursuant to this subsection shall be approved by the City and be maintained by the registrant pursuant to a landscape maintenance agreement.

(5) The antennas and related equipment shall be in a color that will provide the most camouflage, as determined by the City Manager or designee, or designee. Ground based small

wireless facilities shall be painted forest green, unless determined otherwise by the City Manager, or designee. When on a black pole, wireless facilities shall be painted black, unless determined otherwise by the City Manager, or designee.

(6) A new utility pole that replaces an existing utility pole shall be of substantially similar design, material, and color as the existing utility pole.

(b) *Waiver.* The City's design standards set forth in subsection (a), may be waived by the Planning Manager or designee upon a showing by the applicant that the design standards are not reasonably compatible for the particular location of a small wireless facility or that the design standards impose an excessive expense for a small wireless facility. The waiver shall be granted or denied by the Planning Manager or designee within 45 days after the date the request is received by the City.

(c) *Zoning and Land Use Regulations.* Unless otherwise provided herein, all communications facilities shall be subject to the City's zoning and land use regulations, including the performance, construction and design standards set forth in Section 4.20 of the Land Development Code.

(d) *Height Requirements.*

(1) *Utility Poles and Wireless Support Structures.* The height of a new utility pole or wireless support structure installed in conjunction with the collocation of a small wireless facility within the public rights-of-way shall be no greater than:

a. Unless waived by the Planning Manager or designee, the height for a new utility pole installed in conjunction with the collocation of a small wireless facility is limited to the tallest existing utility pole as of July 1, 2017, located in the same public right-of-way, other than a utility pole for which a waiver has previously been granted, measured from grade in place, within 500 feet of the proposed location of the small wireless facility.

b. If there is no utility pole within 500 feet, the height of the utility pole shall not exceed 50 feet.

(2) *Small Wireless Facilities.* The height of a small wireless facility, including any attached antennas, shall not exceed ten feet above the utility pole or wireless support structure upon which the small wireless facility is to be collocated. Small wireless facilities are prohibited on utility poles, wireless support structures, or similar structures 15 feet or less in height unless waived upon a showing of good cause by the Planning Manager or designee.

(e) *Collocation of Small Wireless Facilities on City Utility Poles.*

(1) Notwithstanding anything to the contrary contained herein, the City may reserve space on City utility poles for future public safety uses. If replacement of a City utility pole is necessary to accommodate the collocation of the small wireless facility and the future public safety use,

the pole replacement is subject to the make-ready provisions of this article and the replaced pole shall accommodate the future public safety use.

(2) The City shall not enter into an exclusive arrangement with any person for the right to attach equipment to City utility poles.

(3) The City hereby levies, establishes, and sets an annual rate that shall be paid by all those applicants who file an application to collocate small wireless facilities on City utility poles in the amount of \$150 per pole per year. The initial payment shall be made as a condition of the granting of the permit, with remaining annual payments to be made in all subsequent years on the same date.

(4) For a City utility pole that supports an aerial facility used to provide communications services or electric service by another, the parties shall comply with the process for make-ready work under 47 U.S.C. s. 224 and implementing regulations. The good faith estimate of the person owning or controlling the pole for any make-ready work necessary to enable the pole to support the requested collocation must include pole replacement if necessary.

(5) For a City utility pole that does not support an aerial facility used to provide communications services or electric service by another, the City shall provide a good faith estimate for any make-ready work necessary to enable the pole to support the requested collocation, including necessary pole replacement, within 60 days after receipt of a complete application. Make-ready work, including any pole replacement, must be completed within 60 days after written acceptance of the good faith estimate by the applicant. Alternatively, the City may require the applicant seeking to collocate a small wireless facility to provide a make-ready estimate at the applicant's expense for the work necessary to support the small wireless facility, including pole replacement, and perform the make-ready work.

(6) If pole replacement is required by the City, the scope of the make-ready estimate is limited to the design, fabrication, and installation of a utility pole that is substantially similar in color and composition. The City may not condition or restrict the manner in which the applicant obtains, develops, or provides the estimate or conducts the make-ready work, subject to usual construction restoration standards for work in the right-of-way. The replaced or altered utility pole shall remain the property of the City.

(7) The City may not require more make-ready work than is required to meet applicable codes or industry standards. Fees for make-ready work may not include costs related to preexisting damage or prior noncompliance. Fees for make-ready work, including any pole replacement, may not exceed actual costs or the amount charged to communications services providers other than wireless services providers for similar work and may not include any consultant fee or expense.

(f) *Placement of Utility Poles By Wireless Infrastructure Providers In the Public Rights- of-Way In Support of Collocation of Small Wireless Facilities.* A wireless infrastructure provider may apply

to the City to place utility poles in the public rights-of-way to support the collocation of small wireless facilities. The application must include an attestation that small wireless facilities will be collocated on the utility pole or structure and will be used by a wireless services provider to provide service within 9 months after the date the application is approved by the City. The City shall accept and process the application in accordance with any applicable codes and other local codes governing the placement of utility poles in the public rights-of-way, including but not limited to the provisions applicable to wireless communication facilities set forth in Section 4.20 of the Land Development Code, and any applicable requirements set forth in the City Code, as amended from time to time.

(g) *Prohibited Collocations, Attachments, Installations, and Services Not Authorized.*

(1) This article does not authorize the following:

(a) The collocation or attachment of wireless facilities, including any antenna, micro wireless facility, or small wireless facility, on a privately-owned utility pole, a utility pole owned by an electric cooperative or a municipal electric utility, a privately owned wireless support structure, or other private property without the consent of the property owner.

(b) The provision of any voice, data, or video services or the installation, placement, maintenance, or operation of any communications facilities other than small wireless facilities in the public rights-of-way.

(c) The collocation of small wireless facilities or micro wireless facilities on a City utility pole, or the erection of a wireless support structure in a location subject to covenants, conditions, restrictions, articles of incorporation, and bylaws of a homeowners' association.

(2) This subsection does not affect provisions contained in this article and Section 337.401(6), F.S. relating to pass-through providers.

(3) This subsection does not apply to the installation, placement, maintenance, or replacement of micro wireless facilities on any existing and duly authorized aerial communications facilities, provided that once aerial facilities are converted to underground facilities, any such collocation or construction shall be only as provided by the City's underground utilities ordinance.

Sec. 42-112. – General Conditions.

As a condition of allowing the placement or maintenance of any communications facility in the public rights-of-way, and under additional authority granted pursuant to Chapter 337, F.S., the City hereby imposes the following rules, regulations and general conditions. Unless otherwise provided in this Article, these rules, regulations and general conditions shall apply to all communications services providers, including those that are pass-through providers irrespective of whether they place and maintain only conduit, dark fiber or pass-through facilities.

- (a) *Compliance with Laws.* A communications services provider shall at all times comply with and abide by all applicable provisions of state and federal law and City ordinances, codes and regulations in placing or maintaining a communications facility in the public rights-of-way. Except as provided herein, the placement of a communications facility anywhere in the corporate limits of the City shall in all cases be subject to the City's land use regulations, including those set forth in Section 4.20, of the City Land Development Code. The burden of proof shall at all times be on the communications services provider to establish compliance with requirements under this article and state and federal law.
- (b) *Due Care.* A communications services provider shall use and exercise due caution, care and skill in performing work in the public rights-of-way and shall take all reasonable steps to safeguard work site areas.
- (c) *Power to Restrict Area.* To the extent not otherwise prohibited by state or federal law, the City shall have the power to prohibit or limit the placement of new or additional communications facilities within a particular area of the public rights-of way and deny the issuance of a permit.
- (d) *Responsibility for Contractors.* Every communications services provider that is registered with the City shall be liable for the actions of contractor(s) hired by them to perform the placement or maintenance of facilities in the public rights-of-way and shall be responsible for making sure that such contractor meets and complies fully with the rules, regulations and general conditions set forth in this Article.
- (e) *Provision of As-Builts.* Within 45 days after completion of any placement or maintenance of a communications facility in the public rights-of-way, the communications services provider shall provide the City with as-builts showing the final location of such facility in the public rights-of-way.
- (f) *Production and Filing of As-Builts.* Every communications services provider that is registered with the City shall produce and keep on file at its principal place of business an accurate and complete set of as-builts of all facilities placed and maintained in the public rights-of-way. The location and identification of facilities and the production of as-builts shall be at the sole expense of the communications services provider. Within 30 days of any written request by the Planning Manager or designee, the communications services provider must provide to the City, at no cost, copies of complete sets of as-builts for the indicated public rights-of-way. The failure of the communications services provider to produce, keep on file, or provide to the City as-builts as required under this article is sufficient grounds for the City to deny the issuance of permits in the future.
- (g) *Removal of Facilities Placed Without Permit.* Any communications facility placed in the public rights-of-way by the communications services provider without first having obtained the required permit shall be removed within 30 days of written notice by the City to remove the same and in default of compliance with such notice, such facilities may be removed by order of the Planning Manager or designee and the cost of removal shall be borne and paid by the

communications services provider upon demand.

- (h) *Underground.* A wireless provider shall, in relation to a small wireless facility, utility pole, or wireless support structure in the public rights-of-way, comply with any undergrounding requirements of the City that prohibit above-ground structures in public rights-of-way. Any such requirements may be waived by the City. All communications facilities shall have consistent alignment parallel with the edge of pavement, and a thirty-six inch (36") depth of cover for, and two feet (2') of horizontal clearance from, other underground utilities and their appurtenances. Where approved by the Planning Manager or designee, facilities to be placed in the street shall be laid according to the permanent grade of the street and at a depth below the surface of the permanent grade as determined by the Planning Manager or designee.
- (i) *Above-Ground Approval.* Attachment to any utility pole or other above-ground structure must be pursuant to a valid and effective pole attachment agreement or similar instrument.
- (j) *Undergrounding of Electric Utility Facilities.* The communications services provider or wireless infrastructure provider must, at the time electric utility facilities or other communications facilities are placed underground or are required by the City to be placed underground, concurrently place its communications facilities underground without cost to the City.
- (k) *Placement and Maintenance Standards.* The placement or maintenance of communications facilities in the public rights-of-way shall be performed in accordance with standards and requirements of the following, as is applicable and as each is in force at the time of the respective placement or maintenance of a communications system or facility:

 - (1) the Florida Department of Transportation Utilities Accommodation Guide;
 - (2) the State of Florida Manual of Uniform Minimum Standards for Design Construction and Maintenance for Streets and Highways;
 - (3) the Trench Safety Act (Chapter 553, F.S.);
 - (4) the Underground Facility Damage Prevention and Safety Act (Chapter 556, F.S.);
 - (5) all applicable structural requirements with respect to wind speed under the Florida Building Code;
 - (6) the National Electrical Code or the ANSI National Electrical Safety Code; and
 - (7) the "Safety Rules for the Installation and Maintenance of Electrical Supply and Communication Lines" established by the Department of Commerce, Bureau of Standards of the United States.
- (l) *Sunshine State One-Call.* Every communications services provider shall utilize, and if permissible, maintain membership in the utility notification one call system administered by Sunshine State One-Call of Florida, Inc.

- (m) *Safety and Minimal Interference.* All placement and maintenance of communication facilities in the public rights-of-way shall be subject to the City Code and other regulations of the City, and shall be performed with the least possible interference with the use and appearance of the public rights-of-way and the rights and reasonable convenience of the property owners who abut or adjoin the public rights-of-way, and in compliance with the rules and regulations of the Florida Department of Transportation. The communications services provider shall at all times employ reasonable care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injury or be a nuisance to the public. Suitable barricades, flags, lights, flares, or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. All placement and maintenance shall be done in such a manner as to minimize to the greatest extent any interference with the usual travel on such public rights-of- way. The use of trenchless technology (i.e., microtunneling and horizontal directional drilling techniques) for the installation of communications facilities in the public rights-of-way, as well as joint trenching or the collocation of facilities in existing conduit is strongly encouraged, and should be employed wherever and whenever feasible.
- (n) *Correction of Harmful Conditions.* If, at any time, the City or other authority of competent jurisdiction reasonably determines that any communications facility is, or has caused a condition that is harmful to the health, safety or general welfare of any person, then the communications services provider shall, at its own expense, promptly correct or eliminate all such facilities and conditions. In an emergency, as determined by the Planning Manager or designee, when the communications services provider is not immediately available or is unable to provide the necessary immediate repairs to any communications facility that is damaged or malfunctioning, or has caused a sunken area or other condition and, in the Planning Manager or designee's sole discretion, is deemed a threat to public safety, then the City, when apprised of such an emergency, shall have the right to remove, make repairs to or eliminate same with the total cost being charged to and paid for by the communications services provider upon demand.
- (o) *Remedy of Hazardous Conditions.* If, at any time, a condition exists that the City or other authority of competent jurisdiction reasonably determines is an emergency that is potentially hazardous or life threatening to any person or is a threat to the health or safety of the general public, and to remedy such condition the City or other authority of competent jurisdiction reasonably determines that a communications services provider must temporarily relocate or temporarily shut off service or transmissions through a specific facility, then the City, as an appropriate exercise of its police powers, may order the communications services provider to immediately perform such temporary relocation or shut off until the condition has been remedied, and to do so at its own expense and without liability to or recourse against the City. In such an emergency, when the communications services provider is not immediately available or is unable to provide the necessary immediate relocation or shut off of the specific communications facility, then the City shall have the right to perform, or cause to be performed, such temporary relocation or shut off until the condition has been remedied with the total cost

being charged to and paid for by the communications services provider upon demand.

(p) *Interference with Other Facilities.* A communications services provider shall not, in violation of any applicable laws or regulatory standards, design, place or maintain its communications facilities in a manner that will interfere with the signals or facilities of any municipal or county police, fire or rescue department, the facilities of any public utility, or the communications facilities of another communications service provider, including any cable service provider.

(q) *Relocation or Removal of Facilities.*

(1) The grant of a permit under this article shall not limit the authority and discretion of the City to regulate and control the public rights-of-way, and the city may at any time require the removal or relocation of a wireless or other communications facility within the rights-of-way in the interests of the public welfare, health, or safety, or as otherwise authorized by law. The registrant must remove its wireless facilities within thirty (30) days notice that the City will remove a utility pole.

(2) Removal or relocation at the direction of the City of a registrant's communications facility in public rights-of-way shall be governed by applicable requirements of Sections 337.403 and 337.404, F.S. as amended, in addition to any other applicable City regulations or provisions of law. Unless otherwise provided by law, this City Code, or an agreement, a registrant shall bear all costs of any removal or relocation of its facilities.

(r) *Temporary Raising or Lowering of Facilities.* A communications services provider, upon request of any person holding a validly issued building or moving permit from the City to temporarily encroach on or perform moving operations in or across the public rights-of-way, shall temporarily raise or lower its communications facilities to accommodate such temporary encroachment or move. The expense of such temporary raising or lowering of facilities shall be paid by the person requesting the same, and the communications services provider shall have the authority to require such payment in advance. The communications services provider shall be given not less than 20 days advance written notice from such person to arrange for the temporary relocation, which notice must detail the time and location of the permitted activity, and not less than 24 hours advance notice from the permit holder advising of the actual operation. The City is not subject to, nor shall it be liable for, any such expense or notice requirement for the moving of houses or structures unless performed by the City or its contractors.

(s) *Coordination.* In an effort to minimize the adverse impact on the public rights-of-way and other municipal improvements, a communications services provider may be required by the Planning Manager or designee to coordinate the placement or maintenance of its facilities with any work, construction, installation in or repairs of the public rights-of-way or other facilities that is occurring or is scheduled to occur within a reasonable time from application for a permit as determined by the Planning Manager or designee. Every communications services provider shall make space in its trench and/or conduit within the public rights-of-way available to other

providers consistent with the federal requirements of 47 U.S.C. 224. Every communications services provider shall utilize existing conduits, pathways and other facilities whenever possible, and shall not place or maintain any new, different, or additional poles, conduits, pathways or other facilities, whether in the public rights-of-way or on privately-owned property, until written approval is obtained from the City or other appropriate governmental authority, and, where applicable, from the private property owner.

(t) *Collocation and Joint Use.* A communications services provider, in an effort to minimize the adverse impact on the useful life of the public rights-of-way, shall, whenever possible, enter into joint use agreements with the City and other parties who have registered with, or who are expressly authorized by, the City to use its public rights-of-way; provided that the terms of such agreements are satisfactory to the communications services provider. Nothing herein shall mandate that the communications services provider enter into joint-use agreements with parties other than the City. However, prior to placement of any new or additional underground conduit in the public rights-of-way, a communications services provider is required to certify in writing to the Planning Manager or designee that it has made appropriate inquiry to all existing utilities and other entities possessing a right to occupy the public rights-of-way as to the availability of existing or planned conduit that the particular communications services provider could reasonably utilize to meet its needs, and that no such conduit is available or planned at a reasonable cost by any other entity on the time schedule reasonably needed. The communications services provider shall not be permitted to perform any placement or maintenance of facilities in those segments of the public rights-of-way where there exists vacant or available conduit, dark fiber or surplus fiber owned by the City or another governmental body which is, or through a reasonable amount of effort and expense, can be made compatible with, the communications services provider's system or network. Under such circumstances the communications services provider shall have the opportunity to enter into a use agreement or lease arrangement with the City at or below reasonable and prevailing market rates for such conduit or fiber or, where owned by another governmental body, shall, in good faith, first exhaust all means of obtaining use of such conduit or fiber before applying for a permit from the City.

(u) *Maintenance-of-Traffic.* In the event that placement or maintenance of communications facilities conducted by the communications services provider requires streets or traffic lanes to be closed or obstructed, the communications services provider must, pursuant to the requirements of existing or subsequently enacted City ordinances, obtain all necessary permits from City, and shall obtain approval of its maintenance-of-traffic plan from the Planning Manager or designee.

(v) *Restoration of the Public Rights-of-Way.* After completion of any placement or maintenance of a communications facility in the public rights-of-way or each phase thereof, the communications services provider shall, at its own expense and in a manner reasonably acceptable to the City, restore without delay the public rights-of-way so disturbed to its original condition immediately prior to the placement or maintenance work. If the communications services provider fails to

make such restoration within 30 days following the completion of such placement or maintenance, the City may perform such restoration and charge the costs of the restoration to the communications services provider in accordance with Section 337.402, F.S., as it may be amended. The communications services provider shall, to the satisfaction of the Planning Manager or designee, maintain and correct any restorations made pursuant hereto for a period of 12 months following the date of its completion. Failure to comply with this subsection shall be deemed sufficient grounds for denial of any future permits for the placement or maintenance of communications facilities.

- (w) *Disruption or Destruction of Other Facilities or Property.* A communications services provider shall not knowingly place or maintain any facility in a manner that shall in any way disrupt, displace, damage or destroy any sewer line, gas line, water main, pipe, conduit, wires, fiber-optics or other facilities, or property belonging to the City or any other person lawfully occupying the public rights-of-way, without first obtaining the consent of the City. The communications services provider shall bear all responsibility and costs for any such conduct where City consent has not been obtained, and shall pay such costs upon demand.
- (x) *Preservation of Public Rights-of-Way for Planned Public Projects.* To the extent not otherwise prohibited by state or federal law, the City shall have the power to prohibit or limit the placement of new or additional communications facilities within a particular area of Public rights-of-way and may consider, among other things and without limitation, the sufficiency of space to accommodate all of the present communications facilities and pending applications to place and maintain facilities in that area of the Public rights-of-way, the sufficiency of space to accommodate City announced plans for public improvements or projects that the City determines are in the public interest, the impact on traffic and traffic safety, and the impact upon existing facilities in the public rights-of-way.
- (y) *City Not Liable.* Except for acts of willful misconduct or gross negligence and to the extent permitted by applicable law, neither the City nor its officials, boards, commissions, consultants, agents, employees or independent contractors shall have any liability to the communications services provider for any claims for any damages, costs, expenses or losses resulting from the City's breakage, removal, alteration or relocation of any facilities of any communications services provider which arose out of or in connection with any emergency or disaster situation, or was, in the sole discretion of the Planning Manager or designee, deemed necessary to facilitate any public works project, public improvement, alteration of a City structure, change in the grade or line of any public rights-of-way, or the elimination, abandonment or closure of any public rights-of-way, or was found by City Council to be in the best interest of the health, safety or general welfare of the public; nor shall any charge be made by the communications services provider against the City for any related damages, costs, expenses or losses.
- (z) *No Exemption from Permits.* Except as provided herein, nothing in this article shall exempt any communications services provider from obtaining permits for work done within the public rights-of-way.

- (aa) *Subject to Police Powers.* The rights of the communications services provider shall be subject to all lawful exercise of police power by the City, and to such other reasonable regulation of the public rights-of-way as the City shall hereafter by resolution or ordinance provide in the interest of the health, safety and general welfare of the public. Any inconsistency or ambiguity between the provisions of this article and any lawful exercise of the City's police power shall be resolved in favor of the latter.
- (bb) *City Inspection.* The City shall have the right to make such inspections of a communications system or facilities placed or maintained in the public rights-of-way as it finds necessary to ensure compliance with this article. This article shall not be construed to create or hold the City responsible or liable for any damage to persons or property by reason of any inspection by the City of the placement or maintenance of a communications system or facility as authorized herein or failure by the City to so inspect.
- (cc) *Access to Manholes.* The City, in the proper exercise of its municipal powers and duties with respect to the public rights-of-way, shall have access at any time to all hand holes and manholes in the City belonging to a communications services provider. Before accessing any manhole, the City will make a reasonable good faith effort to provide the communications services provider prior notice to afford an opportunity to have trained personnel present, unless determined by the City to be an emergency situation.
- (dd) *Compatibility, Capacity and Interference Issues.* To properly manage and control the use of the public rights-of-way, and to protect the health, safety and general welfare of the public, the City, in its legislative and regulatory role, shall be the final authority on permitting a communications system or facility to be placed in the public rights-of-way and shall exercise such authority in a non-discriminatory manner. It shall be in the sole discretion of the City Attorney whether an easement is compatible with or allows for its use by a communications system or facility. It shall be in the sole discretion of the Planning Manager or designee, based on the nature, design, size, configuration or proposed location of any communications system or facility, whether there is sufficient capacity in a particular section of the public rights-of-way or whether such system or facility will interfere with the facilities or equipment of any municipality, county, public utility, cable operator, or other communications service provider.
- (ee) *No Warranty of Fitness or Suitability.* The City makes no express or implied warranties or representations regarding the fitness, suitability, or availability of the public rights-of-way for any communications system or facility or its right to authorize the placement or maintenance of any communications system or facility in the public rights-of-way. Any performance of work, costs incurred or services rendered by a communications services provider shall be at such provider's sole risk. Nothing in this article shall affect the City's authority to acquire or add public rights-of-way, or to vacate or abandon public rights-of-way as provided for in the City Code or applicable law. The City makes no express or implied warranties or representations regarding the availability of any acquired, added, vacated or abandoned public rights-of-way for a communications system or facility.

- (gg) Taxes. A registrant shall pay any personal property or other taxes or assessments that may be imposed on the registrant's small wireless facility, micro wireless facility, or utility pole for collocation of a small wireless facility placed or maintained in the public rights-of-way or on the City's property, including a City utility pole, as a result of registrant's collocation on a City utility pole. A registrant shall reimburse the City for taxes paid by the City as a result of registrant's facilities being placed or maintained in the public rights-of-way or on a City owned utility pole.
- (hh) Tree Protection. Trees may not be damaged or removed during placement or maintenance of small wireless facilities, utility poles, or wireless support structures in the public rights-of-way. Tree removal is not permitted within the public rights-of-way to increase signal strength or provide a line-of-sight. Landscaping may only be damaged or removed pursuant to a City permit during placement or maintenance of small wireless facilities, utility poles, or wireless support structures. The City will require that any landscaping so removed be replaced in accordance with the approved restoration plan.
- (ii) Airport Airspace. A structure granted a permit and installed pursuant to this article shall comply with Chapter 333, F.S., and federal regulations pertaining to airport airspace protections

Sec. 42-~~107~~113. - Suspension of permits.

The City may suspend a permit for work in the public rights-of-way for one or more of the following reasons subject to section 42-~~108~~114 of this article:

- (1) Violation of permit conditions, including conditions set forth in the permit, this article or other applicable City ordinances, codes or regulations governing placement or maintenance of communications facilities in public rights-of-way;
- (2) Misrepresentation or fraud by registrant in a registration or permit application to the City; or
- (3) Failure to properly renew or ineffectiveness of registration.
- (4) Failure to relocate or remove facilities as may be lawfully required by the City.

The City shall provide notice and an opportunity to cure any violation of (1) through (4) above, each of which shall be reasonable under the circumstances.

Sec. 42-~~108~~114. - Appeals.

Final, written decisions of the City ~~official~~ Manager or designee suspending or denying a permit, denying an application for a registration or denying an application for renewal of a registration are subject to appeal. An appeal must be filed with the City Manager or designee within 30 days of the date of the final, written decisions to be appealed. Any appeal not timely filed as set forth above shall be waived. The City Council shall hear the appeal as set forth in the City Code. The hearing shall occur within 30 days of the receipt of the appeal, unless waived by the registrant, and a written decision shall be rendered within 20 days of the hearing. Upon correction of the grounds that gave rise to a suspension or denial, the suspension or denial shall be lifted (the same does not apply to the revocation of a permit).

Sec. 42-115. - Duty to Notify City of Resellers; Conditional Use of Public Rights-of-Way.

Within 30 days of any registered communications services provider using its facilities to carry the communication services of any reseller, such communications services provider shall notify the City of the name and address of such reseller. A reseller's lease, interconnection or other use of facilities belonging to a communications services provider duly registered in accordance with Section 42-105 and properly permitted to place or maintain its facilities in the public rights-of-way, does not, and shall not, afford such reseller any right, claim or cause of action to impede the lawful exercise of the City's rights or police powers, including, but not limited to, requiring the registered communications services provider to remove such facilities from the public rights-of-way.

~~Sec. 42-109. - Involuntary termination of registration.~~

~~(a) — The City may terminate a registration if:~~

~~(1) — A federal or Florida authority suspends, denies, or revokes a registrant's certification or license to provide communications services;~~

~~(2) — The registrant's placement or maintenance of a communications facility in the public rights-of-way presents an extraordinary danger to the general public or other users of the public rights-of-way and the registrant fails to remedy the danger promptly after receipt of written notice; or~~

~~(3) — The registrant ceases to use all of its communications facilities in public rights-of-way and has not complied with section 42-116 of this article.~~

~~(b) — Prior to termination, the registrant shall be notified by the City official with a written notice setting forth all matters pertinent to the proposed termination action, including which of (1) through (3) above is applicable as the reason therefore, and describing the proposed action of the City with respect thereto. The registrant shall have 60 days after receipt of such notice within which to address or eliminate the reason or within which to present a plan, satisfactory to the City official, to accomplish the same. If the plan is rejected, the City official shall provide written notice of such rejection to the registrant and shall make a recommendation to the City Council regarding a decision as to termination of registration. A decision by a City to terminate a registration may only be accomplished by an action of the City Council. A registrant shall be notified by written notice of any decision by the City Council to terminate its registration. Such written notice shall be sent within seven days after the decision.~~

~~(c) — In the event of termination, the former registrant shall:~~

~~(1) — Notify the City of the assumption or anticipated assumption by another registrant of ownership of the registrant's communications facilities in public rights-of-way; or~~

~~(2) — Provide the City with an acceptable plan for disposition of its communications facilities in public rights-of-way. If a registrant fails to comply with this subsection (c), which determination of noncompliance is subject to appeal as provided in section 42-108, the City may exercise any remedies or rights it has at law or in equity, including but not limited to taking possession of the facilities where another person has not assumed the ownership or physical control of the facilities or requiring the registrant within 90 days of the termination, or such longer period as may be agreed to by the registrant, to remove some or all of the facilities from~~

~~the public rights-of-way and restore the public rights-of-way to its original condition before the removal.~~

- ~~(d) In any event, a terminated registrant shall take such steps as are necessary to render safe every portion of the communications facilities remaining in the public rights-of-way of the City.~~
- ~~(e) In the event of termination of a registration, this section does not authorize the City to cause the removal of communications facilities used to provide another service for which the registrant or another person who owns or exercises physical control over the facilities holds a valid certification or license with the governing federal or state agency, if required for provision of such service, and is registered with the City, if required.~~

Sec. 42-~~116~~110. - Existing communications facilities in public rights-of-way.

~~A~~ Communications services provider with an existing communications facility in the public rights-of-way of the City has 60 days from the effective date of this article (~~June 19, 2001~~) to comply with the terms of this article, including, but not limited to, registration, or be in violation thereof.

Sec. 42-~~117~~111. - Insurance.

- (a) A registrant shall provide, pay for and maintain, satisfactory to the City, the following types of insurance described herein. All insurance shall be from responsible companies admitted and duly authorized to do business in the State of Florida and shall have assigned by A.M. Best Company, a minimum of Financial Strength Rating of "A" and a minimum Financial Size Category of "IX" (i.e., a size of \$250,000,000 to \$500,000,000 based on capital, surplus, and conditional reserve funds) having a rating reasonably acceptable to the City. All liability policies shall provide that the City, and its council members, officers, and employees, are named as is an additional insureds with respect to any covered liability arising out of or relating to the placement or maintenance of communications facilities in the public rights-of-way or other as to the activities under this article. The required coverages must be evidenced by properly executed certificates of insurance forms. The certificates must be signed by the authorized representative of the insurance company and shall be filed and maintained with the City annually. 30 days advance written notice by registered, certified or regular mail or facsimile as determined by the City must be given to the City of any cancellation, intent not to renew, or reduction in the policy coverages. The insurance requirements may be satisfied by evidence of self insurance or other types of insurance acceptable to the City.
- (b) The limits of coverage of insurance required shall be not less than the following:
 - (1) ~~Worker's compensation and employer's liability insurance and Florida Statutory requirements.~~
Employer's liability:

\$500,000.00 limit per each accident.

\$500,000.00 limit per each employee.
 - (2) Comprehensive general liability:

Bodily injury and property damage—\$5,000,000.00 combined single limit each occurrence.

(3) Automobile liability:

Bodily injury and property damage—\$51,000,000.00 combined single limit each accident.

(4) Worker's compensation:

Florida statutory requirements.

(c) The required coverages must be evidenced by properly executed certificates of insurance forms. The certificates, including all endorsements and riders, must be signed by the authorized representative of the insurance company and must be filed and maintained with the City annually. Thirty (30) days advance written notice by registered, certified or regular mail or facsimile, as determined by the City, must be given to the City of any cancellation, intent not to renew, or reduction in the policy coverages. The certificates of insurance must indicate the following:

(1) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; that the policy coverage "pertains the requirements of Section 42-117 of the City of Palm Coast Communications Right-of-Way Ordinance;" policy expiration date; and specific coverage amounts; and

(2) any applicable deductibles or self-insured retentions; and

(3) that the City, its council members, officers and employees are additional insureds; and

(4) that the City must receive thirty (30) days' advance written notice of cancellation, intent not to renew or reduction in coverage; and

(5) that the commercial general liability insurance policy is primary as to any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance.

(d) Under extraordinary circumstances, a registrant may satisfy the insurance requirements of this article by providing documentation of self-insurance that, in the sole discretion of the City Manager or designee, demonstrates incontrovertibly the adequacy to defend and cover claims of any nature that might arise from the placement and maintenance of facilities in the public rights-of-way. The registrant must be authorized as a self-insurer by the Department of Insurance under the laws of the State of Florida.

Sec. 42-~~112~~118. - Indemnification.

(a) A registrant shall, at its sole cost and expense, indemnify, hold harmless, and defend the City, its officials, boards, members, agents, and employees, against any and all claims, suits, causes of action, proceedings, judgments for damages or equitable relief, and costs and expenses incurred by the City arising out of or in connection with the placement or maintenance of its communications system or facilities in public rights-of-way by the registrant, or its agent or hired contractor, regardless of whether the act or omission complained of is authorized, allowed or prohibited by this article, provided, however, that a registrant's obligation hereunder shall not extend to any claims caused by the negligence, gross negligence or wanton or willful acts of the City. This indemnification provision includes, but is not limited to, such damages and penalties arising out of claims (1) by any person whatsoever on account of (i) bodily injury to a

person or persons, (ii) death of a person or persons; or (iii) property damage, where any of the foregoing is occasioned by the operations of the registrant, or alleged to have been so caused or occurred; or (2) involving the registrant's violation of any easement or private property rights. the City's reasonable attorneys' fees incurred in defending against any such claim, suit or proceedings. City agrees to notify the registrant, in writing, within a reasonable time of City receiving notice, of any issue it determines may require indemnification. Nothing in this section shall prohibit the City from participating in the defense of any litigation by its own counsel and at its own cost if in the City's reasonable belief there exists or may exist a conflict, potential conflict or appearance of a conflict. Nothing contained in this section shall be construed or interpreted as denying to either party any remedy or defense available to such party under the laws of the State of Florida; or as a waiver of sovereign immunity beyond the waiver provided in F.S. § 768.28, (2000), as it may be amended.

- (b) Indemnified costs and expenses shall include, but not be limited to, all out-of-pocket expenses and reasonable attorneys' fees incurred in defending against any such claim, suit or proceedings, and shall also include the reasonable value of any services rendered by the City Attorney, or any consultants, agents, and employees of the City. The City agrees to notify the registrant, in writing, within a reasonable time of the City receiving notice of any issue it determines may require indemnification.
- (c) Nothing in this section shall prohibit the City from participating in the defense of any litigation by its own counsel and at its own cost if, in the City's reasonable belief, there exists or may exist a conflict, potential conflict, or appearance of conflict.
- (d) Nothing in this section shall be construed or interpreted as (a) denying to either party any remedy or defense available to such party under the laws of the State of Florida; or (b) as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, F.S., as it may be amended.
- (be) The indemnification requirements shall survive and be in effect after the termination or cancellation of a registration.

Sec. 42-113119. – Maintenance Bond. A maintenance surety for the communications system shall be submitted upon release of the performance surety. The maintenance surety provides a guarantee that the improvements were completed without defects in workmanship or materials, and guarantees timely removal. The expiration date shall be the date of the eventual removal of the equipment from the right of way.

(a) Maintenance surety amount. The amount of the maintenance surety shall be based on 20 percent of the actual/present day costs of construction, as certified under seal by the project engineer of record, and subject to approval by the Planning Manager.

(b) Maintenance surety release. The maintenance surety may be released by the Planning Manager upon the eventual removal of the improvements from the right of way. This action must be initiated, in writing, by the registrant.

Construction bond.

~~(a) — Prior to issuing a permit where the work under the permit will require restoration of public rights-of-way, a City may require a construction bond to secure the restoration of the public rights-of-way. Notwithstanding the foregoing, a construction bond hereunder may only be required to the extent that the cost of the restoration exceeds the amount recoverable against the security Fund as provided in section 42-114.~~

~~(b) — The rights reserved by the City with respect to any construction bond established pursuant to this section are in addition to all other rights and remedies the City may have under this article, or at law or equity.~~

~~(c) — The rights reserved to the City under this section are in addition to all other rights of the City, whether reserved in this article, or authorized by other law, and no action, proceeding or exercise of a right with respect to the construction bond will affect any other right the City may have.~~

Sec. 42-~~120~~114. - Security fund.

At or prior to the time of registration, ~~a registrant receives its first permit to place or maintain a communications facility in public rights-of-way~~ after the effective date of this article, the registrant must ~~may be required to~~ file with the City, for City approval, an annual bond, cash deposit or irrevocable letter of credit in the sum of \$25,000.00 having as a surety a company qualified to do business in the State of Florida, and acceptable to the City, which shall be referred to as the "security fund". The security fund shall be maintained from such time through the earlier of:

(1) Transfer, sale, assignment or removal of all communications facilities in public rights-of-way; or

(2) 12 months after the termination or cancellation of any registration. The security fund shall be conditioned on the full and faithful performance by the registrant of all requirements, duties and obligations imposed upon registrant by the provisions of this article. The security fund shall be furnished annually or as frequently as necessary to provide a continuing guarantee of the registrant's full and faithful performance at all times. In the event a registrant fails to perform its duties and obligations imposed upon the registrant by the provisions of this article, subject to section 42-~~115~~122 of this article, there shall be recoverable, jointly and severally from the principal and surety of the security fund, any damages or loss suffered by the City as a result, including the full amount of any compensation, indemnification or cost of removal, relocation or abandonment of any facilities of the registrant in public rights-of-way, plus a reasonable allowance for attorneys' fees, up to the full amount of the security fund. Notwithstanding the foregoing, the City may in its discretion not require a security fund or may accept a corporate guarantee of the registrant or its parent company.

Sec. 42-~~121~~. – Performance Bond.

(a) Before any registrant is permitted to begin the placement or maintenance of an initial build, any substantial rebuild, upgrade or extension of its communications system, or when construction plans show that there would be at least one thousand (1,000) feet of open trenching in the public rights-of-way at any given time, the registrant is required to obtain, pay for, and file with the City a performance bond. The performance bond must name the City as obligee and be in the face amount of Two Hundred Fifty Thousand Dollars (\$250,000) conditioned upon the full and faithful compliance by the registrant

with all requirements, duties and obligations imposed by the provisions of the City of Palm Coast Communications Rights-of-Way Ordinance, during, and through completion of, the placement or maintenance project. The performance bond shall be in a form acceptable to the City Attorney and must be issued by a surety having a rating reasonably acceptable to the Planning Manager or designee and authorized by the Florida Department of Insurance to issue performance bonds in the state of Florida.

(b) The performance bond must be issued as non-cancelable and be for a term consistent with the reasonably expected duration of the particular placement or maintenance project (including restoration and City inspection), but in no event less than eighteen (18) months. In the event the term of any performance bond expires, or is reasonably expected to expire, prior to the completion of such placement or maintenance project, including restoration and City inspection, the registrant shall immediately obtain, pay for, and file with the City a replacement bond.

(c) The City's requirement of a performance bond is not in lieu of any additional bonds that may be required under this article or through the permitting process. The City's right to recover under the performance bond shall be in addition to all other rights of the City, whether reserved in this article, or authorized by other law, and no action, proceeding or exercise of a right with respect to the performance bond will affect or preclude any other right the City may have. Any proceeds recovered under the performance bond may be used to reimburse the City for such additional expenses as may be incurred by the City as a result of the registrant's failure to comply with the responsibilities imposed by this article, including, but not limited to, attorney's fees and costs of any action or proceeding, and the cost of removal or abandonment of any property.

Sec. 42-~~122~~115. - Enforcement remedies.

(a) A communications services provider's failure to comply with provisions of this article shall constitute a violation of this article and shall subject the communications services provider to the code enforcement provisions and procedures as provided in Article IV, of Chapter 2 of the City's Code of Ordinances. In addition, violation of this article may be punishable as provided in Section 162.22, F.S.

(b) No provision of this article shall be deemed to bar the right of the City to seek or obtain judicial relief from a violation of any provisions of this article, the registration provisions, or any rule, regulation, or general condition provided for hereunder, whether administratively, judicially or both. Neither the existence of other remedies identified in this article nor the exercise thereof shall be deemed to bar or otherwise limit the right of the City to recover fines, penalties, or monetary damages (except where liquidated damages are otherwise prescribed) for such violation by the communications services provider. The remedies available to the City shall be cumulative and in addition to any other remedies provided by law or equity. The laws of the state of Florida shall govern with respect to any proceeding in law or equity pertaining to the enforcement of this article or any cause or action arising out of or in connection herewith.

(c) In any proceeding before the City Council where there exists an issue with respect to a communications services provider's performance of its obligations pursuant to this article, the

communications services provider shall be given the opportunity to provide such information as it may have concerning its compliance with the terms and conditions of this article. The City may find a communications services provider that does not demonstrate compliance with the terms and conditions of this article in default and apply any appropriate remedy or remedies as authorized by this article. In determining which remedy is appropriate, the City Council shall take into consideration the nature of the violation, the person bearing the impact of the violation, the nature of the remedy required in order to prevent further violations, and such other matters as the City Council determines are appropriate to the public interest.

(d) Failure of the City to enforce any requirements of this article shall not constitute a waiver of the City's right to enforce that violation or subsequent violations of the same type or to seek appropriate enforcement remedies.

Sec. 42-~~123~~116. - Abandonment of a communications facility.

- (a) Upon abandonment of a communications facility owned by a registrant in public rights-of-way, the registrant shall notify the City within 60 ~~90~~ days.
- (b) The City may direct the registrant by written notice to remove all or any portion of such abandoned facility at the registrant's sole expense if the City determines that the abandoned facility's presence interferes with the public health, safety or welfare, which shall include, but shall not be limited to, a determination that such facility:
 - (1) Compromises safety at any time for any public rights-of-way user; ~~or during construction or maintenance in public rights-of-way;~~
 - (2) Compromises safety of other users or persons performing construction or maintenance of facilities in the public rights-of-way;
 - (3) Prevents another person from locating facilities in the area of public rights-of-way where the abandoned facility is located when other alternative locations are not reasonably available; or
 - (4) Creates a maintenance condition that is disruptive to the public rights-of-way use.

In the event of (23), the City may require the third person to coordinate with the registrant that owns the existing facility for joint removal and placement, where agreed to by the registrant.

- (c) In the event that the City does not direct the removal of the abandoned facility, the registrant, by its notice of abandonment to the City, shall be deemed to consent to the alteration or removal of all or any portion of the facility by the City or another person at such third party's cost.
- (d) If the registrant fails to remove all or any portion of an abandoned facility as directed by the City within the time period specified in the written notice, which time period must be a reasonable time period as may be required by the City under the circumstances, the City may perform such removal and charge the cost of the removal against the registrant.

Sec. 42-~~124~~117. - Force majeure.

In the event a registrant's performance of or compliance with any of the provisions of this article is prevented by a cause or event not within the registrant's control, such inability to perform or comply shall be deemed excused and no penalties or sanctions shall be imposed as a result, provided, however, that such registrant uses all practicable means to expeditiously cure or correct any such inability to perform or comply. For purposes of this article, causes or events not within a registrant's control shall include, without limitation, acts of God, floods, earthquakes, landslides, hurricanes, fires and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, strikes and restraints imposed by order of a governmental agency or court. Causes or events within registrant's control, and thus not falling within this section, shall include, without limitation, registrant's financial inability to perform or comply, economic hardship, and misfeasance, malfeasance or nonfeasance by any of registrant's directors, officers, employees, contractors or agents.

Sec. 42-125. – Fees applicable to those not subject to Communications Services Tax.

While the Florida Legislature has prohibited municipalities from requiring providers of communications services who have registered with the Florida Department of Revenue from having to enter into franchise agreements or license arrangements as a condition to placing or maintaining communications facilities in public rights-of-way, the City expressly reserves the right to require the payment of consideration or regulatory fees by persons using or occupying the Public rights-of-way in other capacities. The City reserves the right to require such payments based on the type of user and to the extent as follows:

(a) Dealer. Except as provided in Subsection 42-112(t), a communications services provider who meets the definition of dealer as set forth in this article and who has registered in accordance with Section 42-105 is not required to enter into a franchise agreement or license arrangement with the City as a condition to placing or maintaining communications facilities in the public rights-of-way, nor is a dealer required to make payment of any franchise fees, license fees or other user fees to the City as consideration for the use or occupancy of the public rights-of-way for the provision of communication services.

(b) Pass-Through Provider and Pass-Through Facilities. A communications services provider who meets the definition of pass-through provider as set forth in this article and who is not subject to the City of Palm Coast's Local Communications Services Tax imposed pursuant to Sections 202.19 and 202.20, F.S., shall pay the City the maximum annual amount allowed under Section 337.401(6)(b), F.S., as amended. For purposes of calculating payments hereunder, each separate pole or tower installed or maintained by a pass-through provider for purposes of supporting Antennas for other over-the-air radio transmission or reception equipment in the public rights-of-way shall comprise a separate communications facility subject to assessment of a separate permit fee in the amount of five hundred dollars (\$500.00) per linear mile, or portion thereof, up to the maximum amount allowed under Section 337.401(6)(b), F.S., whichever is higher. The annual amount referred to above shall be due and payable on October 1 of every year beginning on October 1, 2017. Fees not paid within ten days after the due date shall bear interest at the rate of one percent per month from the date due until paid. The acceptance of any payment required hereunder by the City shall not be

construed as an acknowledgment that the amount paid is the correct amount due, nor shall such acceptance of payment be construed as a release of any claim which the City may have for additional sums due and payable or authorization to install any facilities in the public rights-of-way.

(c) Other Persons. All other persons, except government, are required to pay the City, as consideration for the use or occupancy of the public rights-of-way for the placement or maintenance of communications facilities, an amount based on and in accordance with Subsection 42-125(b) of the City Code.

(d) Government. A government is not required to pay the City consideration for the use or occupancy of the public rights-of-way for the placement or maintenance of communications facilities, unless such facilities are being used by such government or a communications services provider, including resellers, to offer or provide communication services other than for such government's internal non-commercial use, in which event the government, where not subject to the City of Palm Coast's Local Communications Services Tax imposed pursuant to Sections 202.19 and 202.20, F.S., is required to pay the City, as consideration for the use or occupancy of the Public rights-of-way by or through its facilities, an amount based on and in accordance with Subsection 42-125(b) of the City Code or such other amount or rate of compensation as mutually agreed to in writing by the Government and the City.

Sec. 42-~~126~~¹¹⁸. - Reservation of rights and remedies.

(a) The City hereby expressly reserves the following rights: ~~to amend this article as it shall find necessary in the lawful exercise of its police powers.~~

(1) To exercise its municipal home rule powers, now or hereafter, to the fullest extent allowed by law with regard to the access, use and regulation of the public rights-of-way.

(2) To amend this article as it shall find necessary in the lawful exercise of its municipal authority and police powers.

(3) To adopt or enact by resolution or ordinance, in addition to the provisions contained herein and in any existing applicable ordinances, such additional reasonable regulations as the City Council finds necessary in the exercise of the City's police powers.

(4) To exercise the power of eminent domain, consistent with applicable federal and state law, to acquire property that may include that property owned or leased by a communications services provider.

(5) As and when deemed necessary by the City Council to be in the interest of the City or its residents, to abandon portions of the public rights-of-way within the proper exercise of its municipal authority and without notice to or the consent of any communications services provider. The City shall not be responsible for any costs, damages, loss or other expense to the communications services provider as a result of the City's abandonment of any public rights-of-way.

(6) To place and maintain, and permit to be placed or maintained, sewer, gas, water, electric, storm drainage, communications, and other types of facilities, cables or conduit, and to do, and to permit to be done any underground and overhead installation or improvement that may be deemed necessary or proper by the City in the public rights-of-way occupied by any communications services provider.

(7) Without limitation, to alter, change, or cause to be changed, the grading, installation, relocation, or width of any public rights-of-way within the limits of the City and within said limits as same may from time to time be altered.

(8) To require a reseller to register in accordance with Section 42-105 to the extent such reseller wants the right to place or maintain communication facilities in the public rights-of-way. Any person using or leasing communication facilities owned by a registered communications services provider is not, therefore, entitled to any rights to place or maintain communications facilities in the public rights-of-way, unless such person themselves registers with the City.

- (b) This article shall be applicable to all communications facilities placed in the public rights-of-way on or after the effective date ~~(June 19, 2001)~~ of this article and shall apply to all existing communications facilities in the public rights-of-way prior to the effective date ~~(June 19, 2001)~~ of this article, to the full extent permitted by state and federal law.
- (c) The adoption of this article is not intended to affect any rights or defenses of the City or a communications service provider under any existing franchise, license or other agreements with a communications services provider.
- (d) Nothing in this article shall affect the remedies the City or the registrant has available under applicable law.
- (e) Any person who uses the communications facilities of a registrant, other than the registrant that owns the facilities, shall not be entitled to any rights to place or maintain such facilities in excess of the rights of the registrant that places or maintains the facilities.
- (f) If provisions of this article conflict with any other provision of the City Code of Ordinances, or the Land Development Code, the more restrictive provisions shall govern.

Sec. 42-127. - Special provisions for eligible facilities modifications.

Notwithstanding any other provisions of this article, the City shall not deny any eligible facilities request for a modification to an existing wireless tower or base station within public rights-of-way of the City which does not substantially change the physical dimensions of such tower or base station provided the procedure and requirements set forth in Section 4.20.12, of the Land Development Code, are satisfied. Except as may otherwise be provided in this article, and notwithstanding any other provisions in the City Code, the provisions of Section 4.20.12 shall be the sole and exclusive procedure for review and approval of an eligible facilities request which the applicant asserts is subject to review under Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 ("Spectrum Act") as interpreted by the FCC Acceleration of Broadband Deployment Report & Order dated October 21, 2014. To the extent that other provisions of the City Code establish a parallel process for review and approval of a project application for a proposed eligible facilities request, the provisions of Section 4.20.12 shall control. In the event that an application for a project includes a proposal to modify an eligible support structure,

and the applicant does not assert in the application that the proposal is subject to review under the Spectrum Act, such proposal shall not be subject to review under Section 4.20.12 and may be subject to review under other applicable provisions of the City Code.

Sec. 42-128. – Compliance with state and federal regulations; preemption.

In implementing this article and the provisions set forth herein, the City shall comply with applicable state and federal regulations, and the provisions of this article shall be given force to the maximum amount and greatest extent permissible under state and federal law. Except as authorized pursuant to state and federal law, in the event of any conflict between the terms of this section and state or federal law, state and federal law shall control. In the event any provision of this article is specifically preempted, or judicially determined to be preempted by state or federal law, then the preempted provision shall automatically be deemed null and void and the superseding provision of state or federal law shall prevail.

City of Palm Coast, Florida

Agenda Item

Agenda Date: 01/20/2018

Department	PLANNING	Amount
Item Key		Account
		#
Subject	ORDINANCE 2018-XX TO REZONE 40 COLECHESTER LANE FROM MFR-1 TO SFR-1	
Background : The owner, in cooperation with the City, is proposing to rezone approximately .41 +/- acres on the east side of Colchester Lane from Multifamily – 1 (MFR-1) Single Family Residential -1 (SFR-1). The subject property consists of approximately .41 acres of vacant land owned by Nuview IRA, Inc. The applicant has indicated a desire to rezone the property from Multifamily Residential -1 to Single Family Residential-1. This property was originally part of a larger parcel acquired by the City that became part of the Long’s Creek Nature Preserve. This parcel was not purchased by the City and retained the MFR-1 zoning. Over time, it has become apparent that developing the property for multifamily creates a number of challenges given the City’s requirements for this District. For example, the City’s Land Development Code would require commercial standards such as retention, landscaping, fire code and parking circulation. Rezoning the property to single family residential would simplify the development process in many respects and allow the site to be developed as two single-family lots. Single- family development is generally more suitable and compatible manner with the surrounding neighborhood. Similar to other recent actions, the City has worked with the property owner to facilitate this rezoning. The Planning and Land Development Regulation Board heard this item on December 20, 2017 and recommends approval (4 to 1).		
Recommended Action : PLDRB and staff recommend approval of Ordinance 2018-xx to rezone 40 Colechester Lane from MFR-1 TO SFR-1.		

ORDINANCE 2018-_____
REZONING APPLICATION NO. 3449
40 COLECHESTER LANE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP AS ESTABLISHED IN SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; AMENDING THE OFFICIAL ZONING MAP FOR .41+ ACRES OF CERTAIN REAL PROPERTY DESCRIBED AS TAX PARCEL IDENTIFICATION NUMBER 07-11-31-7016-00020-0010, LOCATED AT 40 COLECHESTER LANE AND BEING MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A, FROM MULTIFAMILY RESIDENTIAL-1 (MFR-1) TO SINGLE FAMILY RESIDENTIAL-1 (SFR-1) ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast, as the governing body of the City, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes and the City of Palm Coast Unified Land Development Code, is authorized and empowered to consider applications relating to zoning; and

WHEREAS, the notice and public hearing requirements, as provided for in Chapter 2 (Review Authority, Enforcement, and Procedures) of the City of Palm Coast Unified Land Development Code have been satisfied; and

WHEREAS, the City Council of the City of Palm Coast has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of the various City reviewing departments, and the recommendation of the Planning and Land Development Regulation Board (PLDRB); and

WHEREAS, the City Council has considered the findings in the staff report and the following findings of fact:

1. The rezoning is consistent with the purposes, goals, objectives, and policies of the City of Palm Coast Comprehensive Plan;
2. The rezoning is compatible as defined in the Unified Land Development Code and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for rezoning;
3. The rezoning will result in a logical, timely and orderly development pattern;

4. The staff report has demonstrated sufficient justification that there are changed circumstances, which would require the rezoning request.

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

SECTION 1. Legislative and Administrative Findings. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. Official Zoning Map Amended. The .41 +/- acres of land, identified as tax parcel identification number **07-11-31-7016-00020-0010** located AT 40 Colechester Lane, legally described in “Exhibit A” and as depicted in “Exhibit B,” attached hereto, is hereby amended from the Multifamily Residential-1 (MFR-1) zoning district to Single Family Residential-1 (SFR-1) zoning district.

SECTION 3. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this 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 4. Conflicts. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 5. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

Approved on first reading this 16th day of January 2018.

Adopted on the second reading after due public notice and hearing City of Palm Coast this ____ day of _____ 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK

Attachments: Exhibit “A” – Legal Description of property subject to Official Zoning Map amendment

Exhibit “B” – Revised Official Zoning Map

Ordinance 2018-____

Page 2 of 4

**EXHIBIT “A”
LEGAL DESCRIPTION**

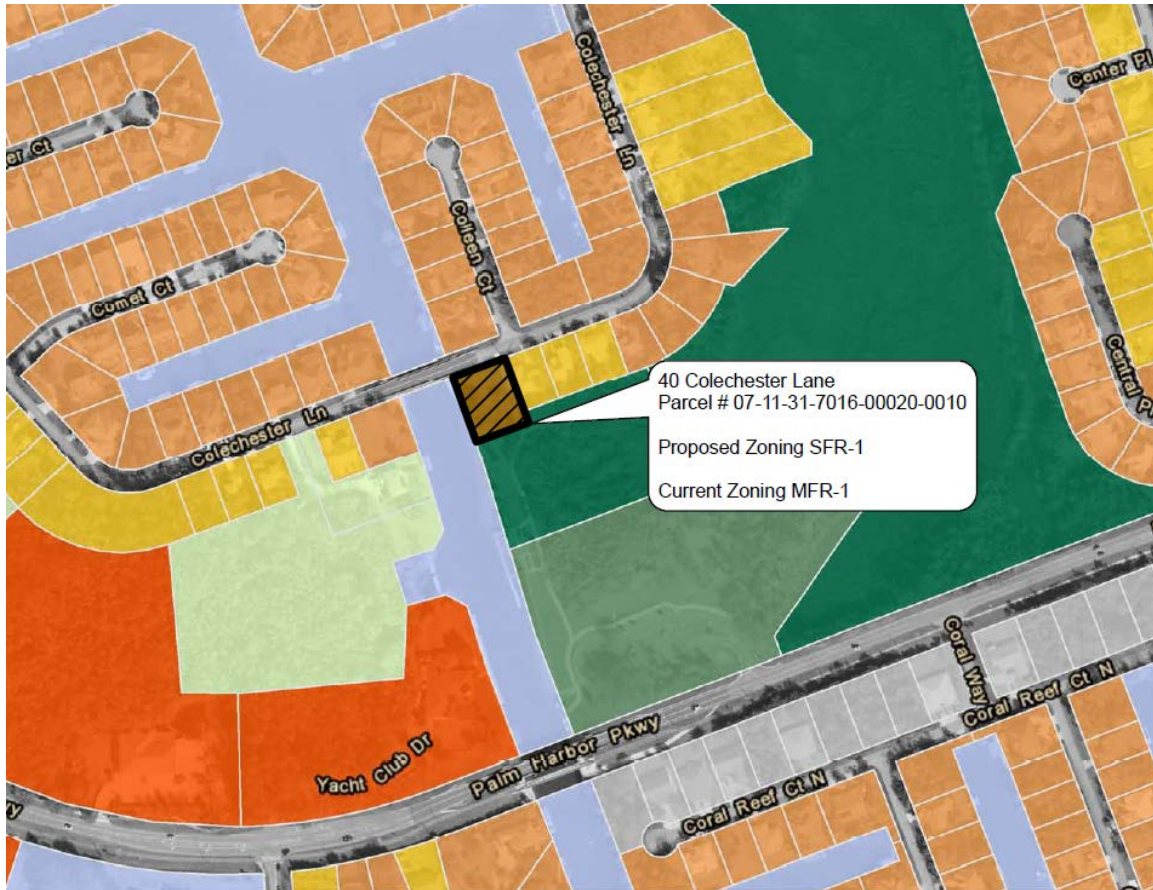
Address: 40 Colechester Lane., Palm Coast, FL. The parcel is also referred to as:

Parcel No: 07-11-31-7016-00020-0010 Legal Description: PALM COAST SEC 16 BLK 2 LT 1 &THE
WLY 121.56' OF NLY 25' OF RP-A BEING 0.07 AC OR

553/1539OR 652/1697 OR 669/452 OR 765/1315 OR 849/1987 OR 948/1064 OR 1646/957 OR
2054/1537 OR 2197/1342 OR 2197/1343 OR 2211/755-CD OR 2211/756-CD

Size: 18,020 SF

EXHIBIT "B"





**COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT FOR APPLICATION #3449
January 16, 2018**

OVERVIEW

Application Number: 3449

Applicant: Nuview IRA, Inc. FBO John Morris

Property Description: .41 ± acre property located on the east side of Colchester Lane, canal

Property Owner:	Nuview IRA, Inc. FBO John Morris
Parcel ID:	07-11-31-7016-00020-0010
Current FLUM designation:	Residential
Current Zoning designation:	MFR-1 (Multifamily –One)
Current Use:	Vacant
Size of subject property:	.41 ± acres

Requested Action: Rezoning from Multifamily – One (MFR-1) to Single Family Residential-1 (SFR-1)

Recommendation: Approval

ANALYSIS

REQUESTED ACTION

The owner, in cooperation with the City, is proposing to rezone approximately .41 +/- acres on the east side of Colchester Lane from Multifamily – 1 (MFR-1) Single Family Residential -1 (SFR-1).

BACKGROUND/SITE HISTORY

The subject property consists of approximately .41 acres of vacant land owned by Nuview IRA, Inc. The applicant has indicated a desire to rezone the property from Multifamily Residential -1 to Single Family Residential-1. This property was originally part of a larger parcel acquired and become part of the Long's Creek Nature Preserve. This parcel was not purchased, and retained the MFR-1 zoning.

Over time, it has become apparent that developing the property for multifamily creates a number of challenges given the City's requirements for this District. For example, the City's Land Development Code would require commercial standards such as retention, landscaping, fire code and parking circulation. Rezoning the property to single family residential would simplify the development process in many respects and allow the site to be developed as two single-family lots. Single- family development is generally considered more suitable and compatible with the surrounding neighborhood and property adjacent to the Nature Preserve.

The City has partnered with the property owner to facilitate this rezoning.

LAND USE AND ZONING INFORMATION**USE SUMMARY TABLE:**

CATEGORY:	EXISTING:	PROPOSED:
Future Land Use Map (FLUM)	Residential	No change proposed
Zoning District	Multifamily -1	Single Family Residential -1
Overlay District	None	None
Use	Vacant	Single Family homes
Acreage	.41	.41 acres
Access	None	TBD

SURROUNDING LAND USES:

NORTH: FLUM: Residential
Zoning: Single Family Residential -2

SOUTH: FLUM: Conservation
Zoning: Preservation

EAST: FLUM: Residential
Zoning: Single Family Residential -2

WEST: FLUM: Canal
Zoning: Single Family Residential -2

SITE DEVELOPMENT REQUIREMENTS
Proposed in Comparison to Existing

Criteria	SFR-1	MFR-1 (Existing Zoning)
Min. Lot Size	5,000 SF	3 Acres
Min. Site Size	N/A	N/A
Min. Lot Width	50 ft.	25' TH/100' MFR
Max. Impervious area	75 percent	70 percent
Min. Living Area	1200 SF	650 SF
Max. Bldg. Height	35 ft.	50 ft.
Min. Front Setback	20 Ft.	25 ft.
Min. Rear Setback	10 ft.	25 ft.
Min. Interior Side Setback	5 ft.	10 ft.
Min. Street Side Setback	15 ft.	20 ft.
Max. Density (units/acre)	5.8 du/ac	Up to 8 du/ac

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE CHAPTER 2 SECTION 2.05.05

The Unified Land Development Code, Chapter 2, Part II, Section 2.05.05 states: *When reviewing a development order application, the approval authority shall determine whether sufficient factual data was presented in order to render a decision. The decision to issue a development order shall be based upon the following, including but not limited to:*

A. The proposed development must not be in conflict with or contrary to the public interest;

Staff Finding: The proposed development is not in conflict with, or contrary to, the public interest. The property is bounded by single-family zoning and land uses to the north, as one would expect within a largely developed residential neighborhood.

B. The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;

Staff Finding: The request is consistent with the following objectives and policies of the Comprehensive Plan:

- **Chapter 3 Housing Element:**

-Objective 3.3.5 – Protect predominantly residential areas from the intrusion of incompatible or more intensive land uses.

The applicant proposes to rezone the property to MFR-1 to SFR-1. The rezoning will protect the residential area from the intrusion of potentially conflicting land uses, and establish that future development of the site will be in harmony with the surrounding properties.

C. The proposed development must not impose a significant financial liability or hardship for the City;

Staff Findings: Rezoning the subject property to SFR-1 will not impose a significant financial liability or hardship for the City. The property is located in a developing area adjacent to Long's Creek Nature Preserve.

D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;

Staff Finding: The rezoning will not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants. Future development of the site must comply with the performance standards contained in Unified Land Development Code (ULDC). Additionally, the approval of the rezoning will provide a new opportunity for additional single-family lots in this vicinity.

E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes;

Staff Finding: The future development of the property must comply with the City's Land Development Code, Comprehensive Plan and the requirements of all other applicable local, state and federal laws, statutes, ordinances, regulations and codes in order for the developer to successfully develop the property.

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE CHAPTER 2 SECTION 2.06.03

The Unified Land Development Code, Chapter 2, Part II, Sec. 2.06.03 states: "*The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, when reviewing a rezoning application*":

- A. *Whether it is consistent with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan;*

Staff Finding: As noted previously in the analysis prepared for ULDC Chapter 2, Part II, Section 2.05.05 of this staff report, the requested rezoning is in conformance with the Comprehensive Plan elements, and their goals, objectives and policies.

- B. *Its impact upon the environment and natural resources;*

Staff Finding: The property is adjacent to the entrance of Long's Creek Nature Preserve. A fifteen-foot access easement is located on the easternmost portion of the site. The potential for two single-family lots is arguably a more compatible and suitable land use than a multifamily density.

- C. *Its impact on the economy of any affected area;*

Staff Finding: Impacts to the economy of the affected area are anticipated to be positive. Development of the subject parcel will be consistent with overall property values in the area, as well as provide an environment more hospitable to development in proximity to the subject property than the existing multifamily development.

- D. *Its impact upon necessary governmental services such as schools, sewage disposal, potable water, drainage, fire and police protection, solid waste, or transportation;*

Staff Finding: The impact on the necessary governmental services including wastewater, potable water, drainage, fire and police protection, solid waste and transportation systems shall be evaluated at the time of permit application. Future permits must fall within the adopted Level of Service Standards for all categories of services per the requirements of the City's ULDC.

- E. *Any changes in circumstances or conditions affecting the area;*

Staff Finding: The site is located at the entrance of Long's Creek Nature Preserve. The Preserve as created in 2008 by purchasing the development rights associated with a proposed condominium regime. With the purchase of the property for public use and conservation, a lower density can be considered more compatible and suitable.

- F. *Compatibility with proximate uses and development patterns, including impacts to the health, safety, and welfare of surrounding residents;*

Staff Finding: The rezoning will allow the development of a two single-family residential lots, which is similar to the developed residential area to the north. The proposed rezoning is thus compatible with the surrounding uses and zoning districts and will not threaten the general health, welfare or safety of the surrounding residents.

- G. *Whether it accomplishes a legitimate public purpose:*

Staff Finding: Yes, the rezoning accomplishes a legitimate public purpose. The rezoning of the property and subsequent development into single family residential will be compatible and more of a transition to the preservation area to the south.

PUBLIC PARTICIPATION

Unified Land Development Code Chapter 2, Part II, Section 2.05.02 requires developers (defined as property owners or persons who are improving property within the City) to notify owners within 300 feet and hold a neighborhood meeting for Zoning Map Amendments.

To comply with this standard, the City notified the property owners via regular mail on November 28, 2017 for a neighborhood meeting to be held on December 11, 2017 at 5:30 p.m. No residents attended.

The required legal advertisement for the public hearing for the Planning and Land Development Regulation Board meeting was placed in the December 6, 2017 paper of local circulation.

PLDRB RECOMMENDATION

At their December 20, 2017 meeting the Planning and Land Development Regulation Board (PLDRB) recommended approval of application number 3449 to rezone .41 +/- acres from Multifamily -1 (MFR-1) to Single Family Residential -1 (4-1).

STAFF RECOMMENDATION

Staff recommends approval of f application number 3449 to rezone .41 +/- acres from Multifamily -1 (MFR-1) to Single Family Residential -1.



Location Map

40 Colechester Ln



PIN 0711317016000200010

2017 FDOT Imagery



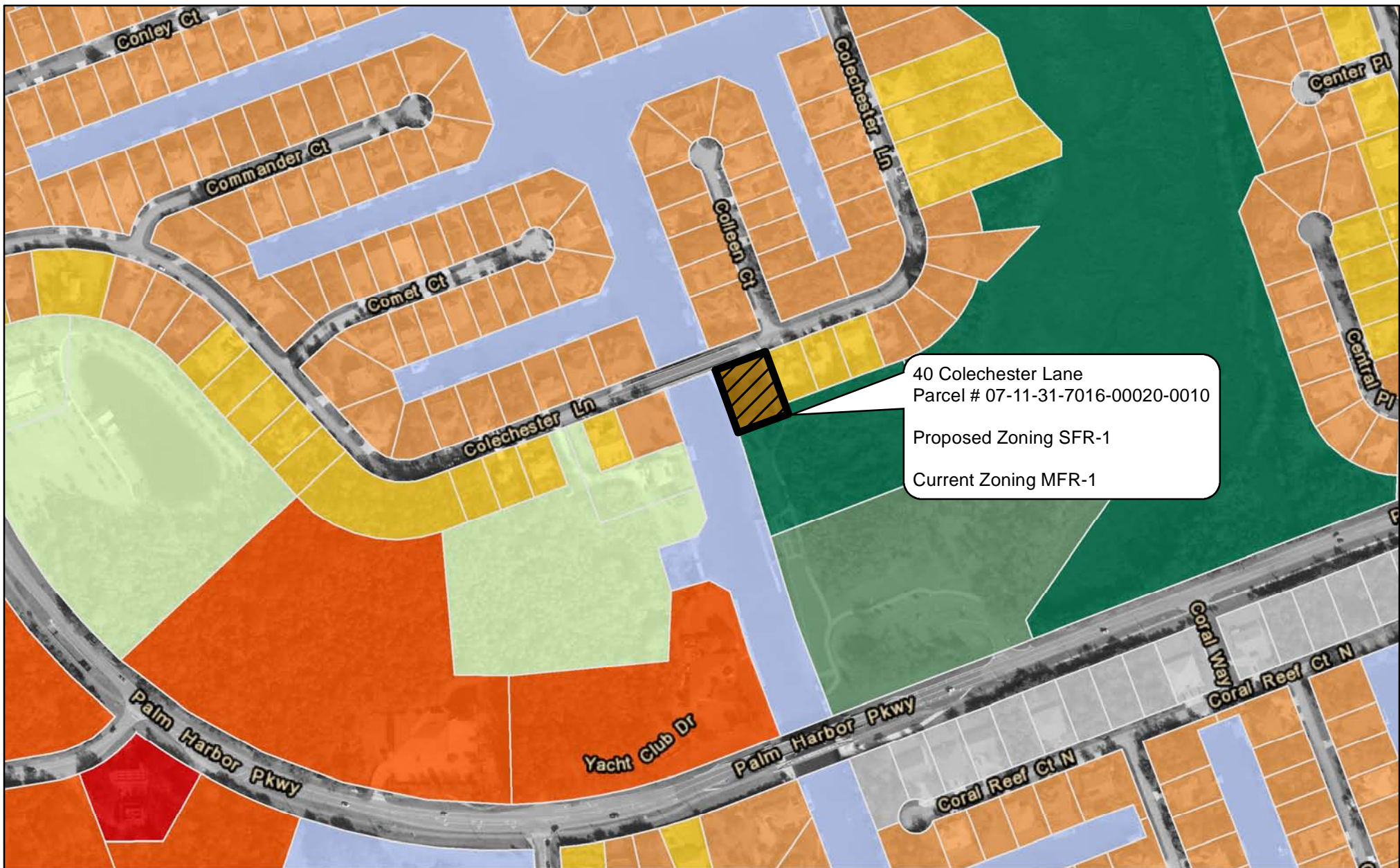
0 250 500 Feet



Map Provided by the GIS Division

Date: 11/22/2017

The City of Palm Coast prepares and uses this map/map data for its own purposes. This map/map data displays general boundaries and may not be appropriate for site specific uses. The City uses data believed to be accurate; however, a degree of error is inherent in all maps. This map/map data is distributed AS-IS without warranties of any kind, either expressed or implied including, but not limited to, warranties of suitability to a particular purpose or use. This map/map data is intended for use only at the published scale. Detailed on-the-ground surveys and historical analyses of sites may differ substantially from this map/map data.



Zoning Map

40 Colechester Ln
PIN 0711317016000200010



Proposed Zoning SFR-1



0 250 500
Feet

FDOT 2017 Imagery

Palm Coast Zoning Districts

COM-1	EST-1	PRS
COM-2	MFR-1	PSP
DPX	P & G	SFR-2
		SFR-3



Map Provided by the GIS Division

Date: 12/7/2017

BARRETT MARTIN & MARYANNE H&W
50 COLECHESTER LN
PALM COAST, FL 321379039

BENTLEY DEMAREE JEAN
44 COLECHESTER LANE
PALM COAST, FL 32137

BOSSEN MICHAEL D & MARIA A
DEBENEDETTO JTWROS
660 ISLAND WAY UNIT 603
CLEARWATER, FL 33767

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

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160 LAKE AVENUE
PALM COAST, FL 32164

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

DANZA PHILIP
8 COLLEEN CT
PALM COAST, FL 32137

DICKENSON JAMES O & LAUREL L
DICKENSON H&W
415 VISTA RIDGE
RADFORD, VA 24141

DIVERIO PAUL
2 WATERFORD CT
RINGWOOD, NJ 07456

DUBARRY ETIENNE TRUSTEE
9768 SE CRAPE MYRTLE CT
HOBE SOUND, FL 33455

ERVIN ROBERT W &
DEBORAH E H&W
37 COLECHESTER LANE
PALM COAST, FL 32137

GOEBNER DONALD K &
ELIZABETH P - LIFE ESTATE
57 COLECHESTER LN
PALM COAST, FL 32137

KOLOMOTSEV SERGEI S &
CHERYL L H&W
8 COLLEGE COURT
PALM COAST, FL 32137

KOULIEVA ELMIRA & RASUL
GULIYEV W&H
34B COLECHESTER LANE
PALM COAST, FL 32137

KRUCZKOWSKI KAROL & BARBARA
KRUCZKOWSKA H&W
PO BOX 2144
AQUEBOGUE, NY 119312144

KUYKENDALL JAMES & CARLYN H&W
20 COMET COURT
PALM COAST, FL 32137

LEE RICKIE
48 COLECHESTER LANE
PALM COAST, FL 32137

LOURENCO DALE R & YVONNE
H&W
38A ELM STREET
HANSON, MA 02341

NICHOLS RONNIE VERNON
36 COLECHESTER LANE
PALM COAST, FL 32137

NUVIEW IRA INC FBO JOHN MORRIS
280 S RONALD REAGAN BLVD
SUITE 200
LONGWOOD, FL 32750

PROKUBOVSKIY ALEXEY & NATALIA
KISLYAK H&W
17 FLETCHER CT
PALM COAST, FL 32137

PROSSER RODNEY ALAN
TRUSTEE
9 COLLEEN COURT
PALM COAST, FL 32137

REID ROBERT &
JANE BLAIR H&W
39 COLECHESTER LANE
PALM COAST, FL 32137

ROQUE ANGEL C &
OFELIA M
37 HARRIOT PLACE
HARRINGTON PARK, NJ 07640

SALVAGGIO VINCENT & ANTONIO &
CALOGERA L H&W JTWROS
11021 SW 140TH AVENUE
MIAMI, FL 33186

SCHULE ALLAN W & SUSAN H&W
22 COMET COURT
PALM COAST, FL 32137

TAVARES LUCIO & FATIMA M
TAVARES H&W
12 OAK LANE
GREEN BROOK, NJ 08812

WEBER STEVEN D & LISA A H&W
LIFE ESTATE
4 COLLEEN CT
PALM COAST, FL 32137

ZAWATSKI GARY W & LOU ANN
ZAWATSKI H&W
PO BOX 351609
PALM COAST, FL 32135



city of PALM COAST

Community Development Department
Planning Division

160 Lake Avenue
Palm Coast, FL 32164
386-986-3736

November 28, 2017

RE: Notice for Neighborhood Meeting on Proposed Rezoning for the follow Subject Property

Address: 40 Colechester Lane., Palm Coast, FL. The parcel is also referred to as:

Parcel No: 07-11-31-7016-00020-0010

Size: 18,020 SF

Dear Property Owner:

You are invited to a neighborhood meeting to discuss the proposed zoning map amendment (rezoning) for the subject properties outlined on the attached map.

The subject site is currently zoned Multi-Family Residential or (MFR-1). This zoning designation mainly permits multi-family development such as apartments, townhouses, or condominiums.

Under the proposed rezoning (the request is Single Family Residential-1), the properties will be limited **in development to single-family residential uses** as referred to in the City's Zoning Ordinance. (https://www.municode.com/library/fl/palm_coast/codes/land_development_code?nodeId=PACOU_NLADECO_CH3ZOUSDIST_S3.02REZODI)

The neighborhood meeting is to be held at:

City of Palm Coast City Hall – Community Wing
160 Lake Ave., Palm Coast, FL 32164
Monday, December 11, 2017
5:30 p.m.

If you have any questions, please do not hesitate to call or write Ida Meehan, Senior Planner, 386-986-2482 or IMeehan@palmcoastgov.com.

Sincerely,

Ida Meehan, AICP, Senior Planner

c. Ray Tyner, Planning Manager

City of Palm Coast, Florida

Agenda Item

Agenda Date: 1/16/2016

Department	PLANNING	Amount
Item Key		Account
		#
Subject	RESOLUTION 2018-XX UPDATE TO THE THIRD AMENDED AND RESTATED PALM COAST PARK DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER	
Background: On December 7, 2004, the Palm Coast City Council approved the Palm Coast Park Development of Regional Impact Development Order (DRI DO) comprising 4,677 +/- acres by Resolution 2004-48. In April 2007, the northwest portion of the DRI, generally located west of US Highway 1 and north of Matanzas Woods Parkway was rezoned to the Sawmill PUD. The City Council on July 17, 2007 adopted an Amended and Restated DRI DO. In 2008, another substantial portion of the DRI was rezoned to MPD. On October 4, 2011, the City Council adopted the 2 nd Amended and Restated DRI DO. Two weeks later on October 19, 2011, the City Council approved rezoning all of the lands within the DRI, except for about 92 +/- acres, into a new MPD called the Palm Coast Park MPD. On August 14, 2017, Sunbelt Palm Coast I, LLC purchased Tract 1 and Florida Land Investments I, LLC purchased Tracts 2 and 3. The 3 rd Amended and Restated DRI was approved by City Council on September 5, 2017 and a First Amendment to the Palm Coast Park MPD was approved by City Council on September 19, 2017. Requested Action: Sunbelt Palm Coast I, LLC (Tract 1 owner) and Florida Land Investments I, LLC (owner of Tracts 2 and 3) are requesting to update and replace Exhibit “B” Master Plan Development as it pertains to Tracts 1 - 3 only of the 3 rd Amended and Restated Palm Coast Park Development of Regional Impact (DRI) Development Order (DO). No other changes to the Palm Coast Park DRI or to any other tracts within the DRI are proposed. The revision to Exhibit “B” relocates the previously allowed borrow/soil extraction activities on Tracts 1 and 2 over to Tract 3 in order to minimize environmental issues and impacts. Additionally, the conceptual boundaries between residential, wetland, and upland preservation/recreation designated areas on Tracts 1 – 3 on Exhibit “B” have been updated due to further wetland jurisdictional studies that have been accomplished since the DRI was originally created. Tracts 1 – 3 are located in the southwest portion of the Palm Coast Park DRI. More specifically, they are located on the west side of US Highway 1 and encompass about 677 acres of land from the north boundary of the industrial park along Hargrove Grade and extend approximately another 1.5 miles northward. PLDRB Action: The Planning and Land Development Regulation Board (PLDRB) voted unanimously (4 – 0) to find the proposed minor DRI DO revisions for Tracts 1 – 3 in compliance with the LDC and Comprehensive Plan and recommend City Council approve the Update to the 3 rd Amended and Restated Palm Coast Park DRI Development Order at its December 20, 2017 public hearing.		

Recommendation: Planning staff and the Planning and Land Development Regulation Board recommend approval to City Council of this Update to the 3rd Amended and Restated Palm Coast Park DRI Development Order, Application No. 3453.

RESOLUTION 2018-_____
UPDATE TO THE THIRD AMENDED AND RESTATED
PALM COAST PARK DRI DEVELOPMENT ORDER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AN UPDATE TO THE THIRD AMENDED AND RESTATED PALM COAST PARK DEVELOPMENT OF REGIONAL IMPACT (DRI) DEVELOPMENT ORDER; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO RECORD THE UPDATE TO THE THIRD AMENDED AND RESTATED DRI DO IN AN APPROVED FORM; PROVIDING FOR EXECUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 7, 2004 the City Council of the City of Palm Coast approved the Palm Coast Park Development of Regional Impact Development Order (DRI DO) by means of the adoption of Resolution Number 2004-48, which Resolution and DRI DO were recorded at Official Records Book 1177, Page 1796 of the Public Records of Flagler County, Florida; and

WHEREAS, on July 17, 2007, City Council, by Resolution 2007-105, adopted an Amended and Restated DRI DO being duly recorded on July 23, 2007, in Official Records Book 1600, Page 49, of the Public Records of Flagler County Florida; and

WHEREAS, on October 4, 2011, the City Council, by Resolution 2011-93, adopted the changes as provided for in the NOPC, and subsequently recorded the 2nd Amended and Restated DRI DO on October 20, 2011, in Official Records Book 1838, Page 834, of the Public Records of Flagler County, Florida; and

WHEREAS, on July 17, 2017, Palm Coast Land, LLC, a Florida limited liability company, majority owner of the Palm Coast Park DRI (for itself and as successor by merger for Palm Coast Forest, LLC) and Carter-Sawmill Creek LLLP, submitted an application to the City proposing changes to the DRI DO; and

WHEREAS, on August 14, 2017, Sunbelt Palm Coast I, LLC purchased Tract 1 of the DRI and Florida Land Investments I, LLC purchased Tracts 2 and 3 of the DRI; and

WHEREAS, on September 5, 2017, the City Council, by Resolution 2017-100, authorized the Mayor to execute the Third Amended and Restated DRI DO and authorized the City Manager, or designee, to take other implementing actions relative to the implementation of this Resolution.

WHEREAS, on December 11, 2017, Sunbelt Palm Coast I, LLC, owner of Tract 1 of the DRI, and Florida Land Investments I, LLC, owner of Tracts 2 and 3 of the DRI submitted a request to the City to update Exhibit “B” for Tracts 1 – 3 of the DRI DO as shown in Exhibit “1” to this Resolution; and

WHEREAS, on January 16, 2018, the City Council authorized the Mayor to execute this Resolution, and authorized the City Manager, or designee, to take other implementing actions relative to the implementation of this Resolution.

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

SECTION 1. FINDINGS OF THE CITY COUNCIL.

(a). The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

(b). The City Council of the City of Palm Coast hereby adopts and incorporates into this Resolution the City staff report and City Council agenda memorandum and packet relating to the proposed Update to the Third Amended and Restated DRI DO. The exhibits to this Resolution are incorporated herein as if fully set forth herein verbatim.

(c). The City of Palm Coast has complied with all requirements and procedures of Florida law in processing and advertising this Resolution and the associated Update to the Third Amended and Restated DRI DO.

(d). This Resolution and approval of the Update to the Third Amended and Restated DRI DO are consistent with the goals, objectives and policies of the *Comprehensive Plan of the City of Palm Coast*.

SECTION 2. APPROVAL OF THIRD AMENDED AND RESTATED DRI DO.

The City Council of the City of Palm Coast hereby approves the Update to the Third Amended and Restated DRI DO, as set forth in Exhibit “1” to this Resolution.

SECTION 3. AUTHORIZATION TO EXECUTE. This Resolution shall be executed by the Mayor and the City Clerk. The City Manager, or designee, shall cause the new Exhibit “B” to the DRI DO to be recorded in the Official Records of Flagler County (Land Records) in accordance with the provisions of State Law at the expense of the DRI property owners.

SECTION 4. COPY PROVIDED TO FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (FDEO): Upon full execution and recording of this Update to the Third Amended and Restated DRI DO, a copy of same shall be furnished to the FDEO by the City Manager, or designee.

SECTION 5. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. SEVERABILITY. If any section, sentence, phrase, word or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence phrase, word or portion of this Resolution not otherwise determined to be invalid, unlawful or unconstitutional.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 16th day of January 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

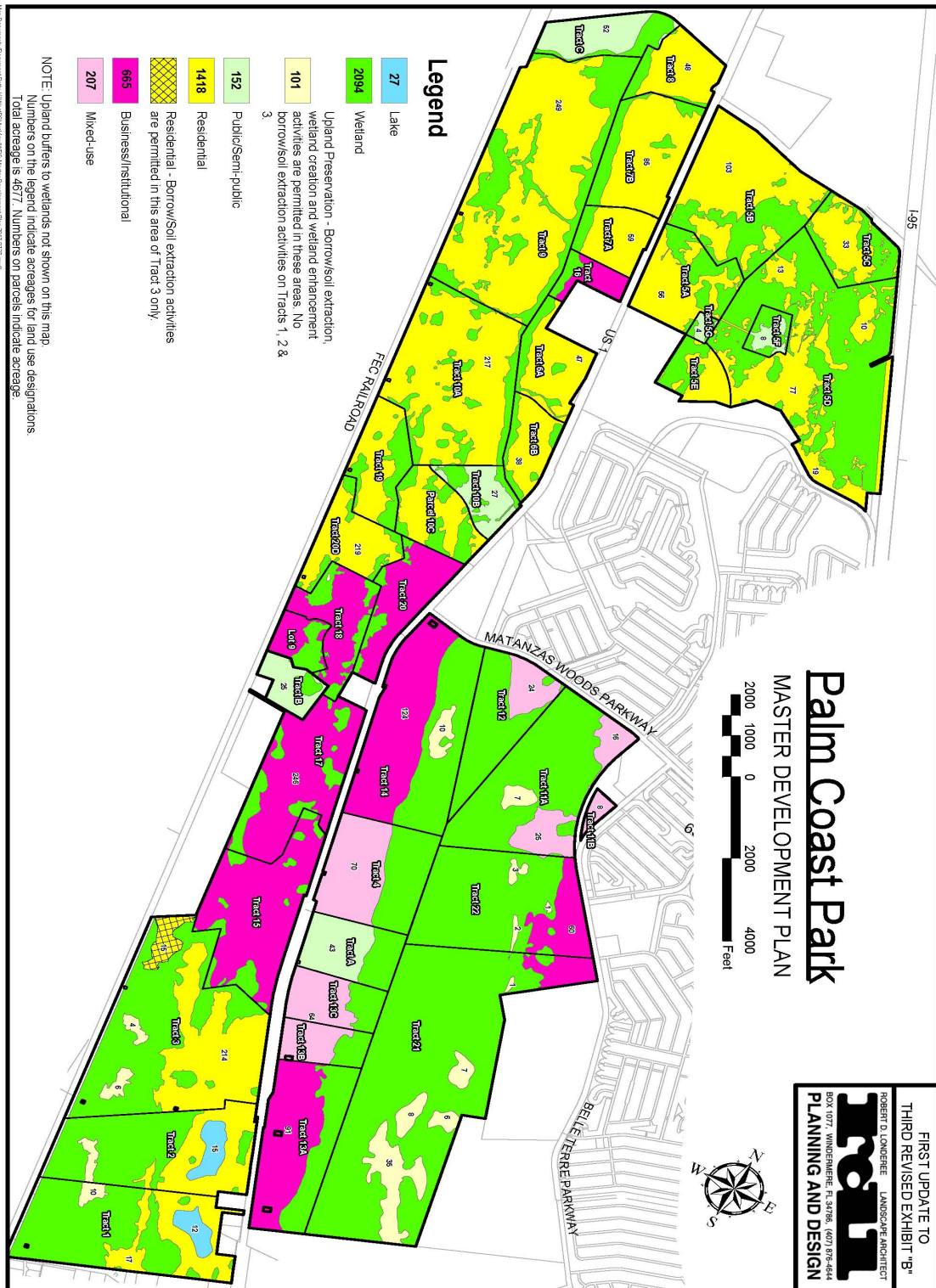
VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

William E. Reischmann, Jr., Esq.

Attachment: Exhibit "1" Update to the Third Amended and Restated DRI DO

Exhibit "1





**COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT ON PALM COAST PARK DRI
December 20, 2017**

OVERVIEW

Application Number: 3453

Applicant: Clint F. Smith, Agent for Sunbelt Palm Coast I, LLC and Florida Land Investments I, LLC

Property Description: 4,677 +/- acres (DRI) generally located along both sides of US Highway 1, between Palm Coast Parkway and Old Kings Road

Property Owners: Sunbelt Palm Coast I, LLC (Tract 1) and Florida Land Investments I, LLC (Tracts 2 & 3)

Parcel ID #: Numerous

Current FLUM designation: DRI Mixed Use, Conservation

Current Zoning designation: Master Planned Development (Mixed Uses)

Current Use: Vacant land with some infrastructure constructed

Size of subject property: 4,677 +/- acres (DRI)

Requested Action: Update Exhibit "B" Master Development Plan, Pertaining only to Tracts 1, 2 and 3, of the 3rd Amended and Restated Palm Coast Park Development of Regional Impact (DRI) Development Order

Recommendation: Approval

ANALYSIS

REQUESTED ACTION

Sunbelt Palm Coast I, LLC (Tract 1 owner) and Florida Land Investments I, LLC (owner of Tracts 2 and 3) are requesting to update and replace Exhibit "B" Master Plan Development as it pertains to Tracts 1 -3 only of the 3rd Amended and Restated Palm Coast Park Development of Regional Impact (DRI) Development Order (DO). No other changes to the Palm Coast Park DRI or to any other tracts within the DRI are proposed. The revision to Exhibit "B" relocates the previously allowed borrow/soil extraction activities on Tracts 1 and 2 over to Tract 3 in order to minimize environmental issues and impacts. Additionally, the conceptual boundaries between residential, wetland, and upland preservation/recreation designated areas on Tracts 1 – 3 on Exhibit "B" have been updated due to further wetland jurisdictional studies that have been accomplished since the DRI was originally created.

Tracts 1 – 3 are located in the southwest portion of the Palm Coast Park DRI. More specifically, they are located on the west side of US Highway 1 and encompass about 677 acres of land from the north boundary of the industrial park along Hargrove Grade and extend approximately another 1.5 miles northward.

BACKGROUND/SITE HISTORY

On December 7, 2004, the Palm Coast City Council approved the Palm Coast Park Development of Regional Impact Development Order (DRI DO) comprising 4,677 +/- acres by Resolution 2004-48. In April

2007, the northwest portion of the DRI, generally located west of US Highway 1 and north of Matanzas Woods Parkway was rezoned to the Sawmill PUD. The City Council on July 17, 2007 adopted an Amended and Restated DRI DO. In 2008, another substantial portion of the DRI was rezoned to MPD. On October 4, 2011, the City Council adopted the 2nd Amended and Restated DRI DO. Two weeks later on October 19, 2011, the City Council approved rezoning all of the lands within the DRI, except for about 92 +/- acres, into a new MPD called the Palm Coast Park MPD.

On August 14, 2017, Sunbelt Palm Coast I, LLC purchased Tract 1 and Florida Land Investments I, LLC purchased Tracts 2 and 3. The 3rd Amended and Restated DRI was approved by City Council on September 5, 2017 and a First Amendment to the Palm Coast Park MPD was approved by City Council on September 19, 2017.

LAND USE AND ZONING INFORMATION

Tracts 1, 2 and 3 of the subject DRI are all part of the Palm Coast Park MPD that encompasses almost all of the lands within the Palm Coast Park DRI. The proposal to relocate the previously approved borrowing/soil extraction activities from Tracts 1 and 2 over to Tract 3 would not affect the Palm Coast Park MPD as the language allowing the borrowing/soil extraction activities was limited to only Exhibit "B" Master Development Plan of the DRI DO.

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.05.05

The Unified Land Development Code, Chapter 2, Part II, Section 2.05.05 states: *When reviewing a development order application, the approval authority shall determine whether sufficient factual data was presented in order to render a decision. The decision to issue a development order shall be based upon the following, including but not limited to:*

A. The proposed development must not be in conflict with or contrary to the public interest;

Staff Finding: This amendment to the Palm Coast Park DRI Development Order is not in conflict with, or contrary to, the public interest as the land designations on the updated Exhibit "B" Master Development Plan are already permitted in the DRI and are just being relocated from Tracts 1 and 2 over to Tract 3 of the DRI. Additionally, the DRI entitlements are not being modified with this amendment.

B. The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;

Staff Finding: The request is consistent with the following policy and objective of the Comprehensive Plan:

- **Chapter 1 Future Land Use Element:**

-Policy 1.1.2.2 – Permitted densities and intensities within a MPD shall generally follow those allowed within the corresponding zoning districts associated with the land use designation assigned to the property. Deviations from these density and intensity standards may be permissible in order to promote and encourage creatively planned projects and in recognition of special geographical features, environmental conditions, economic issues, or other unique circumstances.

- **Chapter 6 Conservation and Coastal Management Element:**

-Objective 6.1.9 – Protect, conserve, and enhance the natural functions of existing wetlands including, but not limited to, estuarine systems.

The proposed changes to the existing DRI DO are primarily being made due to minimize impacts to environmental wetland areas and will not increase the overall maximum residential units or maximum permitted square footage for commercial, office, and industrial uses (entitlements) within the DRI Development Order.

C. The proposed development must not impose a significant financial liability or hardship for the City;

Staff Finding: Nearby area roadways and public utilities are available to serve the project and the proposed changes will not create a financial liability or hardship for the City.

D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;

Staff Finding: The proposed DRI amendment will only relocate land use designations already existing within the DRI on Tracts 1 and 2 over to Tract 3 in order to minimize wetland impacts. These minor changes will not create any of the issues outlined above.

E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.

Staff Finding: The subject property will be required to comply with the development standards of the City's Land Development Code, this Update to the Third Amended and Restated Palm Coast Park DRI Development Order, the Comprehensive Plan, the First Amendment to the Palm Coast Park MPD Development Agreement, and the requirements of all other applicable agencies throughout the development process.

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.06.03

The Unified Land Development Code, Chapter 2, Part II, Sec. 2.06.03 states: "*The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, when reviewing a rezoning application*":

A. Whether it is consistent with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan;

Staff Finding: As noted previously in the analysis prepared for ULDC Chapter 2, Part II, Section 2.05.05 of this staff report, the requested minor DRI amendment is in conformance with the Comprehensive Plan elements (including portions related to DRIs) and their goals, objectives and policies.

B. Its impact upon the environment and natural resources;

Staff Finding: By relocating the proposed borrowing/soil extraction areas from Tracts 1 and 2 over to Tract 3 it will significantly reduce wetland impacts. As the new owners of Tracts 1, 2 and 3 did more detailed environmental jurisdictional studies it became apparent that the previously approved borrowing/soil extraction areas would be difficult to access by heavy equipment and motor vehicles without creating significant impacts to jurisdictional wetlands. The relocation of these borrowing/soil activities to Tract 3 should allow these soil extraction activities to have only minimal wetland impacts.

C. Its impact on the economy of any affected area;

Staff Finding: Impacts to the Palm Coast economy are expected to be negligible.

D. Its impact upon necessary governmental services such as schools, sewage disposal, potable water, drainage, fire and police protection, solid waste, or transportation;

Staff Finding: The proposed update to the DRI should not have any impact on these services.

E. Any changes in circumstances or conditions affecting the area;

Staff Finding: The new owners of Tracts 1 – 3 have had additional environmental studies done which indicated there would be significantly less of an impact to jurisdictional wetland areas if the borrowing/soil activities were relocated from Tracts 1 – 2 over to Tract 3.

F. *Compatibility with proximate uses and development patterns, including impacts to the health, safety, and welfare of surrounding residents;*

Staff Finding: The proposed update should not affect land use compatibility or create negative impacts on surrounding properties. No residents are located nearby any of the tracts being changed.

G. *Whether it accomplishes a legitimate public purpose:*

Staff Finding: Yes, the proposed changes in the DRI DO will allow the borrowing/soil activities to occur on Tract 3 without the significant wetland impacts if they would occur on Tracts 1 and 2.

PUBLIC PARTICIPATION

Unified Land Development Code Chapter 2, Part II, Section 2.05.02 requires developers or property owners who are requesting to apply for modifications to DRI amendments within the City to notify neighboring property owners within 300 feet of the subject property boundaries and hold a neighborhood meeting.

To comply with this standard, the property owner notified the neighboring property owners via regular mail on December 6, 2017, of a neighborhood meeting that was later held on December 14, 2017 at 5:15 p.m. at the public library 2500 Palm Coast Parkway NW.

Three City provided signs were erected along the west side of US Highway 1, adjacent to the subject property on December 5, 2017. These notified neighbors of the upcoming public hearings for the Planning and Land Development Regulation Board on December 20, 2017 and the City Council meeting on January 16, 2018.

SUMMARY

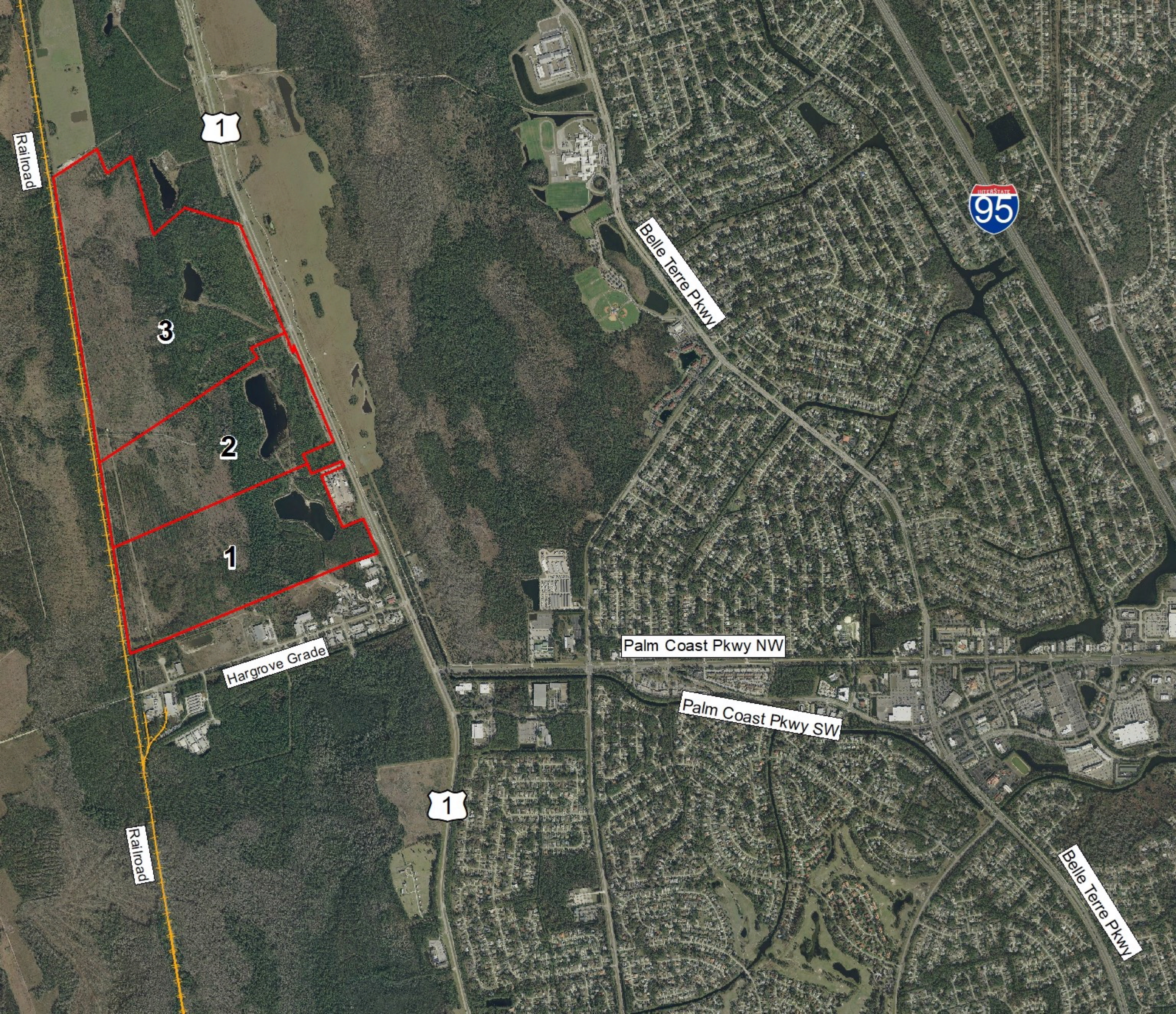
Staff finds this request consistent with the Unified Land Development Code and the City's Comprehensive Plan.

PLANNING AND LAND DEVELOPMENT REGULATION BOARD (PLDRB) ACTION

The PLDRB voted unanimously (4 – 0) to find the proposed minor DRI DO revisions for Tracts 1 – 3 in compliance with the LDC and Comprehensive Plan and recommend City Council approve the Update to the 3rd Amended and Restated Palm Coast Park DRI Development Order at its December 20, 2017 public hearing.

RECOMMENDATION

Planning staff and the Planning and Land Development Regulation Board recommend approval to City Council of this Update to the 3rd Amended and Restated Palm Coast Park DRI Development Order, Application No. 3453.



Railroad

1

3

2

1

Hargrove Grade

1

Belle Terre Pkwy

Palm Coast Pkwy NW

Palm Coast Pkwy SW

INTERSTATE
95

Railroad

Belle Terre Pkwy

Palm Coast Park

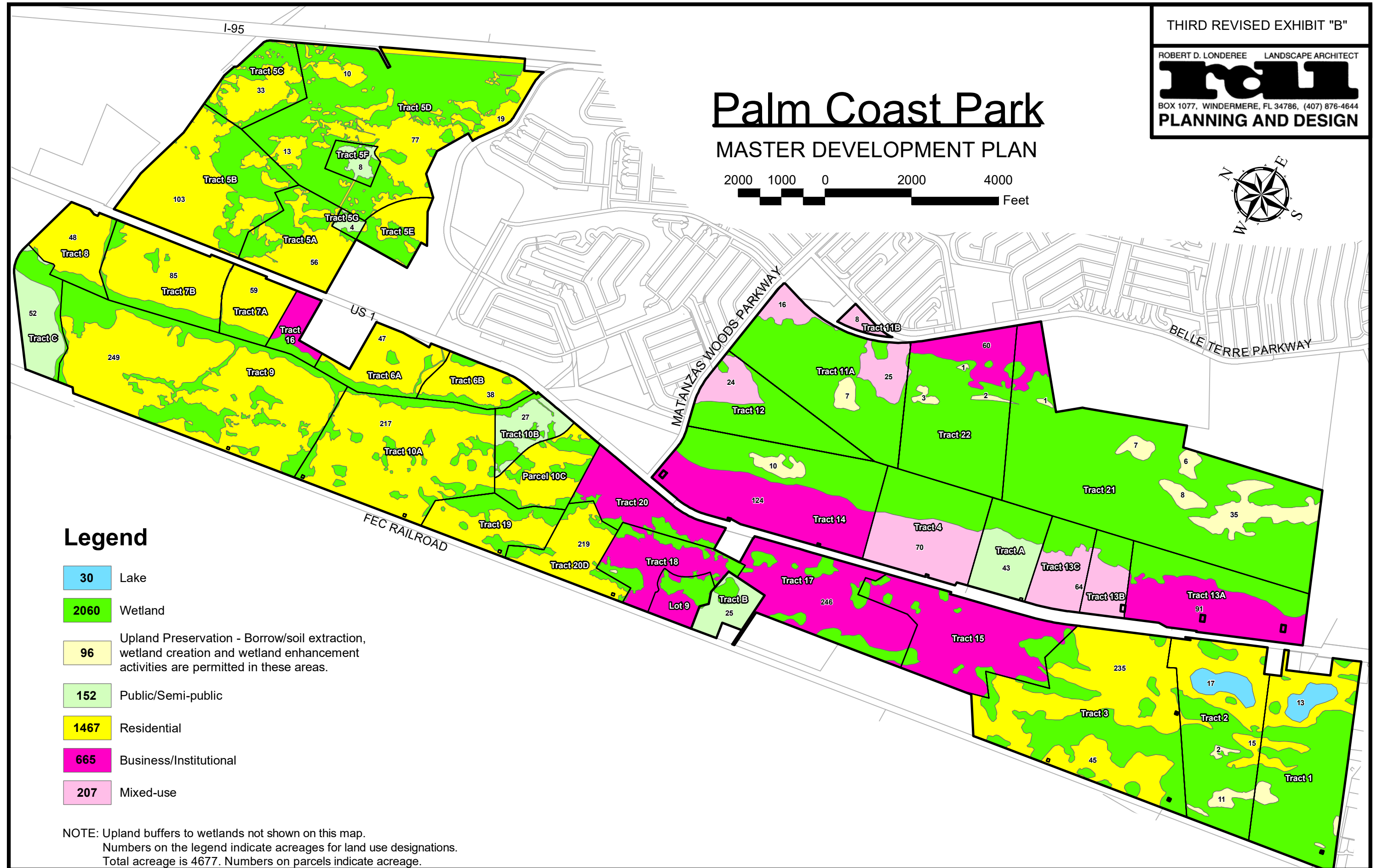
MASTER DEVELOPMENT PLAN



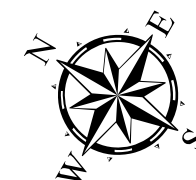
Legend

30	Lake
2060	Wetland
96	Upland Preservation - Borrow/soil extraction, wetland creation and wetland enhancement activities are permitted in these areas.
152	Public/Semi-public
1467	Residential
665	Business/Institutional
207	Mixed-use

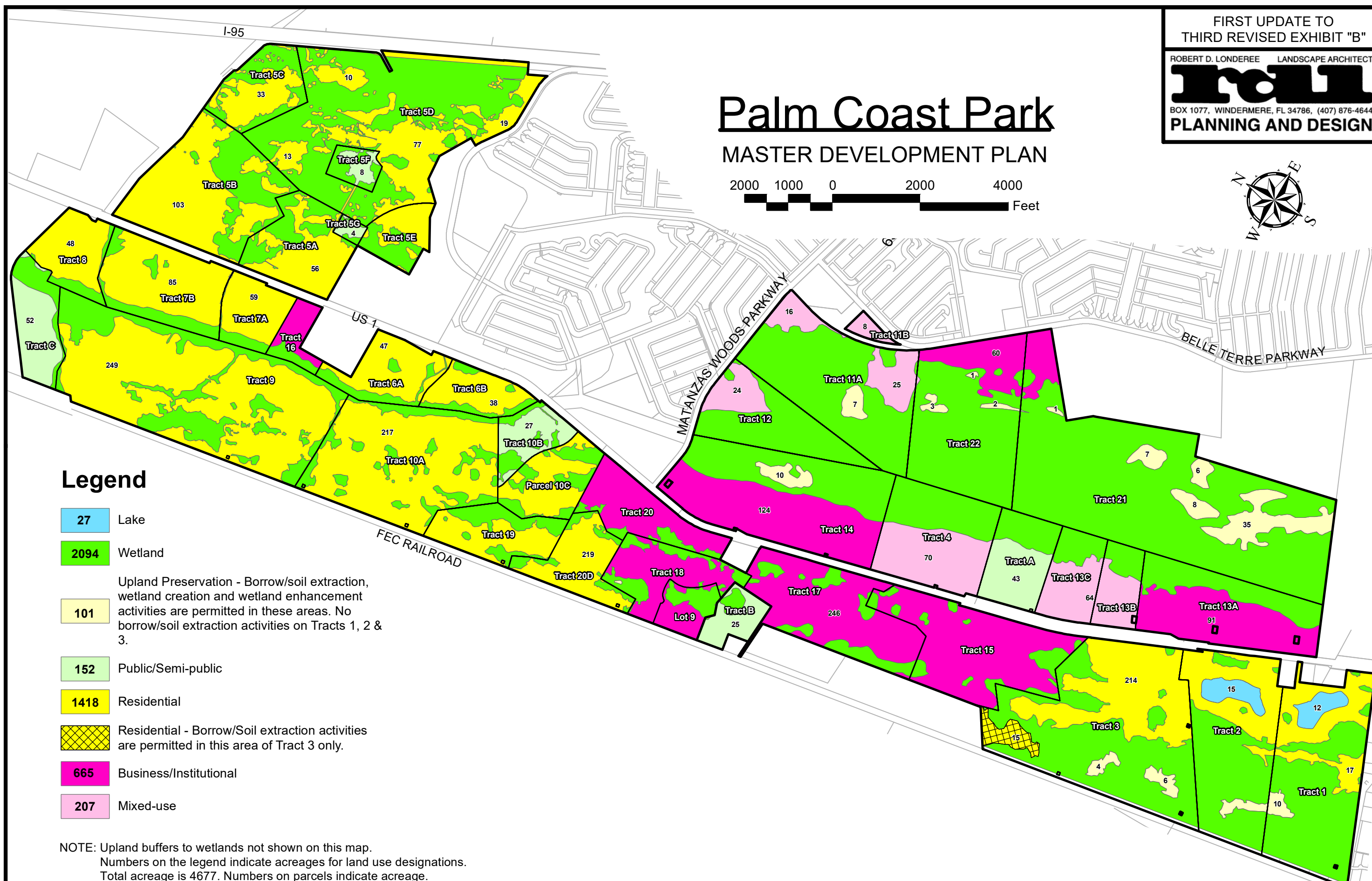
NOTE: Upland buffers to wetlands not shown on this map.
 Numbers on the legend indicate acreages for land use designations.
 Total acreage is 4677. Numbers on parcels indicate acreage.




BOX 1077, WINDERMERE, FL 34786, (407) 876-4644
PLANNING AND DESIGN



MASTER DEVELOPMENT PLAN



Legend

- | | |
|---|--|
| 27 | Lake |
| 2094 | Wetland |
| 101 | Upland Preservation - Borrow/soil extraction, wetland creation and wetland enhancement activities are permitted in these areas. No borrow/soil extraction activities on Tracts 1, 2 & 3. |
| 152 | Public/Semi-public |
| 1418 | Residential |
|  | Residential - Borrow/Soil extraction activities are permitted in this area of Tract 3 only. |
| 665 | Business/Institutional |
| 207 | Mixed-use |

NOTE: Upland buffers to wetlands not shown on this map.
Numbers on the legend indicate acreages for land use designations.
Total acreage is 4677. Numbers on parcels indicate acreage.



GENERAL APPLICATION: ☐ Rezoning ☐ Special Exception
☐ Nonstatutory Land Division/Parcel Reconfiguration ☐ Vacating Plat
☐ Subdivision Master Plan ☐ Preliminary Plat ☐ Final Plat
☐ Master Site Plan ☐ Nonresidential Controlling Master Site Plan
☐ Technical Site Plan ☐ Site Plan Addition ☐ Development Order Modification
☐ Variance ☐ Parking Flexibility
☐ Wireless Communication Facility (new structure)

CD Plus Application #: _____ Application Submittal Date: _____
Fee Paid \$ _____ Date of Acceptance: _____
Employee Name Accepting Application (print name) _____
Rejected on _____ Rejected by _____
Reason for Rejection: _____

A. PROJECT NAME: Palm Coast Park DRI

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): Tracts 1, 2 & 3 of the Palm Coast Park DRI

C. PROPERTY APPRAISER'S PARCEL NUMBER(S): 64-11-30-0000-01010-0085
09-11-30-0000-0102A-0031 09-11-30-0000-0102A-0040 10-11-30-0000-01010-0080
09-11-30-0000-0102A-0030 09-11-30-0000-0102A-0000 10-11-30-0000-01010-0000

D. LEGAL DESCRIPTION: See Attached Subdivision Name: _____ Section: _____ Block: _____ Lot: _____

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: 677.24 Ac.

F. FUTURE LAND USE MAP DESIGNATION: DRI - Mixed Use EXISTING ZONING DISTRICT: MPD
OVERLAY DISTRICT: _____

G. FLOOD ZONE: A & X COMMUNITY PANEL NUMBER: 12035 C0110 D DATE: 7/17/2006
12035 C0120 D

H. PRESENT USE OF PROPERTY: Vacant

I. DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT (MAY ATTACH ADDITIONAL SHEETS): Revise Exhibit B to Development Order

J. PROPOSED NUMBER OF LOTS: N/A

K. CHECK APPROPRIATE BOX FOR SITE PLAN

- ☐ Tier 1 (up to 40,000 sq. ft. / 40 units)
☐ Tier 2 (up to 100,000 sq. ft. / 100 units)
☐ Tier 3 (exceeding 100,000 sq. ft. / 100 units)

L. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

None

M. WATER/SEWER PROVIDER: City of Palm Coast

N. IS THERE AN EXISTING MORTGAGE? ☒ Yes ☐ No

**OWNER:**

Name	Florida Land Investments I, LLC
Mailing Address	3129 Springbank Lane Suite 200 Charlotte, N.C. 28226
Phone Number	(704) 295-4626
E-mail Address	tracey@sunbeltlandmgmt.com

APPLICANT / AGENT:

Name	
Mailing Address	
Phone Number	
E-mail Address	

MORTGAGE HOLDER:

Name	Palm Coast Land, LLC
Mailing Address	30 W. Superior Street Duluth, MA 55802
Phone Number	(218) 723-3978
E-mail Address	PCutshall@allstate.com

ENGINEER OR PROFESSIONAL:

Name	
Mailing Address	
Phone Number	
E-mail Address	

PLANNER:

Name	
Mailing Address	
Phone Number	
E-mail Address	

TRAFFIC ENGINEER:

Name	
Mailing Address	
Phone Number	
E-mail Address	

SURVEYOR:

Name	
Mailing Address	
Phone Number	
E-mail Address	

LANDSCAPE ARCHITECT:

Name	
Mailing Address	
Phone Number	
E-mail Address	

ATTORNEY:

Name	
Mailing Address	
Phone Number	
E-mail Address	

DEVELOPER OR DOCKMASTER:

Name	
Mailing Address	
Phone Number	
E-mail Address	

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner OR person authorized to represent this application

Signature(s) William G. Allen

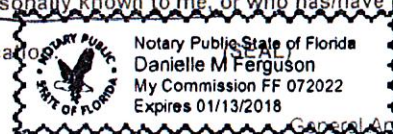
Printed or typed name(s): William G. Allen, Manager

NOTARY: This instrument was acknowledged before me on this 7 day of December, 2017 by

William G. Allen who is/are personally known to me, or who has/have produced

N/A as identification

Danielle M. Ferguson
Signature of Notary Public, State of Florida



General Application (sheet 2 of 2)

**OWNER:**

Name: Sunbelt Palm Coast I, LLC
Mailing Address: 3129 Springbank Lane
Suite 200
Charlotte, NC 28226
Phone Number: (704) 295-4626
E-mail Address: tracey@sunbeltlandmgmt.com

APPLICANT / AGENT:

Name
Mailing Address
Phone Number
E-mail Address

MORTGAGE HOLDER:

Name: Palm Coast Land, LLC
Mailing Address: 30 W. Superior Street
Duluth, MN 55802
Phone Number: (218) 723-3978
E-mail Address: PCutshall@alltel.com

ENGINEER OR PROFESSIONAL:

Name
Mailing Address
Phone Number
E-mail Address

PLANNER:

Name
Mailing Address
Phone Number
E-mail Address

TRAFFIC ENGINEER:

Name
Mailing Address
Phone Number
E-mail Address

SURVEYOR:

Name
Mailing Address
Phone Number
E-mail Address

LANDSCAPE ARCHITECT:

Name
Mailing Address
Phone Number
E-mail Address

ATTORNEY:

Name
Mailing Address
Phone Number
E-mail Address

DEVELOPER OR DOCKMASTER:

Name
Mailing Address
Phone Number
E-mail Address

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner OR person authorized to represent this application

Signature(s) William G. Allen

Printed or typed name(s): William G. Allen, Manager

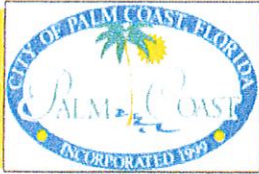
NOTARY: This instrument was acknowledged before me on this 7 day of December, 20 17 by

William G. Allen who is/are personally known to me and whose name has been produced
N/A as identification.

Daniel M. Ferguson
Signature of Notary Public, State of Florida



General Application (sheet 2 of 2)



AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF Florida

COUNTY OF Flagler

COMES NOW, William G. Allen, being first duly sworn, who deposes and says:

(1) That he/she is the Manager, an officer of Florida Land Investments I, LLC corporation existing under the laws of the State of Florida.

(2) That he/she is authorized to execute the following deeds or instruments on behalf of the above named corporation: Florida Land Investments I, LLC relating to the following described real property:

(3) That this affidavit is made to induce the City of Palm Coast to accept the above described property.

Signature of owner OR person authorized to represent this application

William G. Allen
Signature
William G. Allen, Manager
Print name

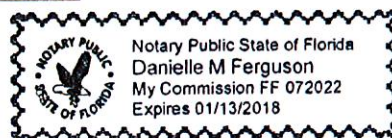
Signature

Print name

NOTARY: This instrument was acknowledged before me on this 7 day of December, 2017 by William G. Allen who is/are personally known to me, or who has/have produced N/A as identification.

(SEAL)

Danielle M. Ferguson
Signature of Notary Public, State of Florida





AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF Florida

COUNTY OF Flagler

COMES NOW William G. Allen, being first duly sworn, who deposes and says:

(1) That he/she is the Manager, an officer of Sunbelt Palm Coast I, LLC corporation existing under the laws of the State of Florida.

(2) That he/she is authorized to execute the following deeds or instruments on behalf of the above named corporation: Sunbelt Palm Coast I, LLC relating to the following described real property:

(3) That this affidavit is made to induce the City of Palm Coast to accept the above described property.

Signature of owner OR person authorized to represent this application

Will Allen
Signature
William G. Allen, Manager
Print name

Signature

Print name

NOTARY: This instrument was acknowledged before me on this 7 day of December, 2017 by William G. Allen who is/are personally known to me, or who has/have produced N/A as identification.

(SEAL)

Danielle M. Ferguson
Signature of Notary Public, State of Florida





JOINDER AND CONSENT AFFIDAVIT

JOINDER AND CONSENT BY Palm Coast Land, LLC
Name of Lending Institution / Mortgage Holder

COME NOW, Palm Coast Land, LLC and Joins and Consents to the
covenants and conditions set forth herein and hereunto sets his hand and seal this ____ day
of December, 2017.

ATTEST: Palm Coast Land, LLC
Name of Lending Institution

Corporate Secretary

Patrick L. Cutshall
Corporate President

Printed Name

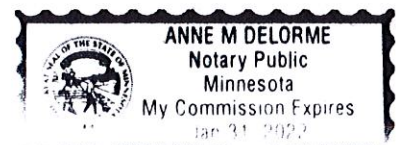
Patrick L. Cutshall
Printed Name

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 13th day of December, 2017, by
Patrick L. Cutshall, who is/are personally known to me or who
has produced _____ as identification and who did execute said

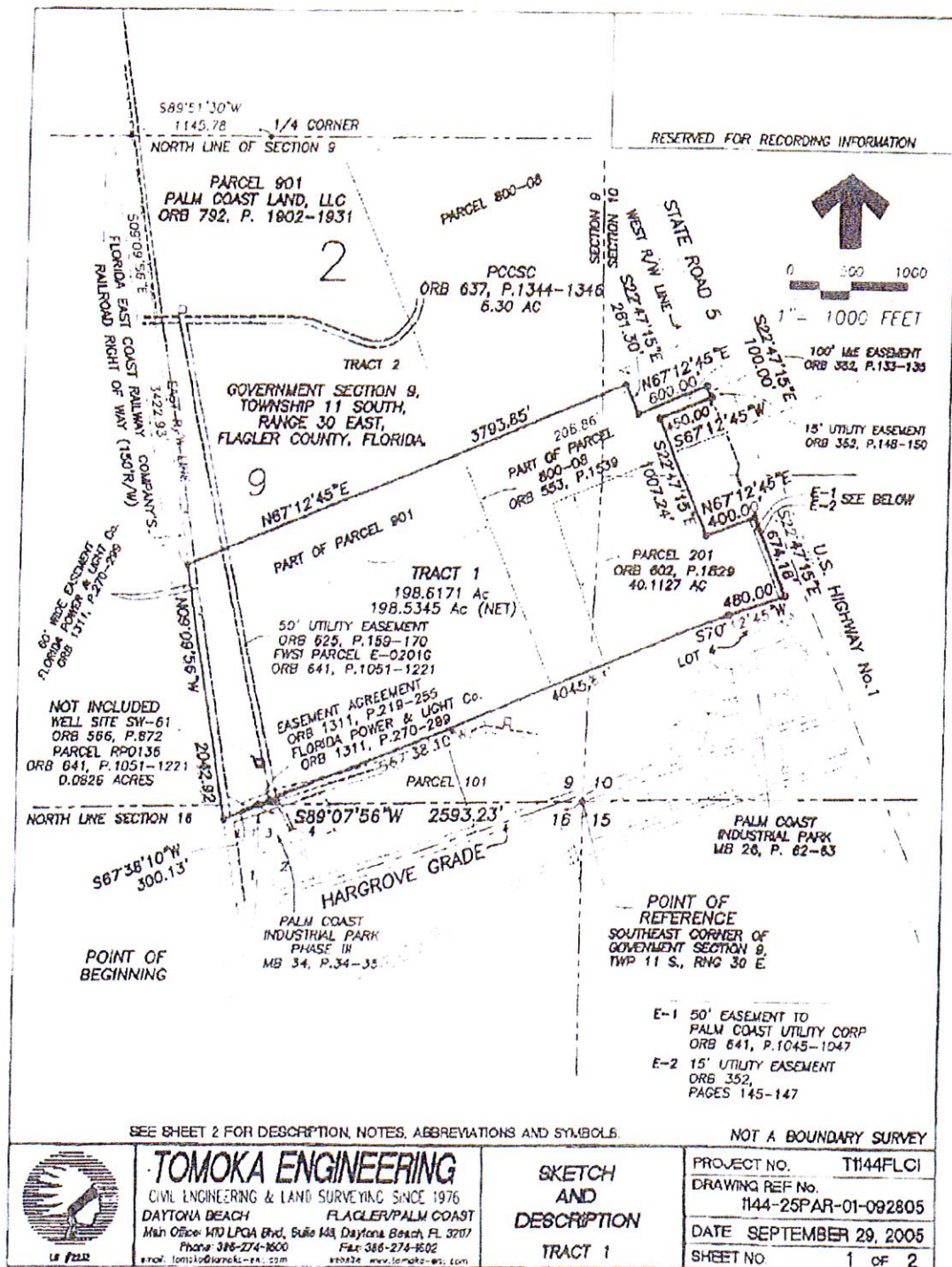
instrument for the purpose therein expressed.

WITNESS my hand and official seal the day month and year aforesaid.



Anne M. Delorme
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC (SEAL)



SKETCH AND DESCRIPTION**LEGAL DESCRIPTION**

RESERVED FOR RECORDING INFORMATION

A PARCEL OF LAND LYING WEST OF U.S. HIGHWAY No. 1 (STATE ROAD 5) IN GOVERNMENT SECTIONS 9, 10 AND 16, TOWNSHIP 11 SOUTH, RANGE 30 EAST, BEING A PORTION OF PARCEL 901, RECORDED IN OFFICIAL RECORDS BOOK 792, PAGES 1902 THROUGH 1931, ALSO A PORTION OF PARCEL 800-08 RECORDED IN OFFICIAL RECORDS BOOK 553, PAGES 1539 THROUGH 1840, AND ALL OF PARCEL 201, RECORDED IN OFFICIAL RECORDS BOOK 602, PAGES 1829 AND 1830, OF THE PUBLIC RECORDS OF AND SITUATE IN FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF GOVERNMENT SECTION 9, TOWNSHIP 11 SOUTH, RANGE 30 EAST, THENCE SOUTH 89°07'56" WEST ALONG THE SOUTH LINE OF SECTION 9 A DISTANCE OF 2593.23 FEET TO A POINT ON THE SOUTH LINE OF PARCEL 901, RECORDED IN OFFICIAL RECORDS BOOK 792, PAGES 1902 THROUGH 1931, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE DEPARTING SAID SOUTH LINE OF SECTION 9 RUN SOUTH 67°38'10" WEST ALONG THE SOUTH LINE OF PARCEL 901 A DISTANCE OF 300.13 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY'S RAILROAD RIGHT OF WAY (150' R/W), THENCE NORTH 09°09'56" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE OF RAILROAD SAID RIGHT OF WAY LINE BEING COMMON AS THE WESTERLY BOUNDARY LINE OF PARCEL 901 A DISTANCE OF 2042.92 FEET, THENCE DEPARTING SAID RAILROAD NORTH 67°12'45" EAST A DISTANCE OF 3783.85 FEET, THENCE SOUTH 22°47'15" EAST A DISTANCE OF 261.30 FEET, THENCE NORTH 67°12'45" EAST A DISTANCE OF 600.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1 (STATE ROAD 5), THENCE SOUTH 22°47'15" EAST ALONG SAID RIGHT OF WAY OF U.S. No. 1 A DISTANCE OF 100.00 FEET, THENCE DEPARTING U.S. HIGHWAY No. 1 RUN SOUTH 67°12'45" WEST A DISTANCE OF 450.00 FEET, THENCE SOUTH 22°47'15" EAST A DISTANCE OF 1007.24 FEET, THENCE NORTH 67°12'45" EAST A DISTANCE OF 400.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1 (STATE ROAD 5), THENCE SOUTH 22°47'15" EAST ALONG SAID WESTERLY RIGHT OF WAY A DISTANCE OF 674.16 FEET TO THE NORTHEAST CORNER OF LOT 4, OF THE PLAT PALM COAST INDUSTRIAL PARK, RECORDED IN MAP BOOK 26, PAGES 62 AND 63, THENCE DEPARTING U.S. HIGHWAY No. 1 RUN SOUTH 70°12'45" WEST ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 480.00 FEET, THENCE DEPARTING SAID LOT 4, RUN SOUTH 67°38'10" WEST ALONG THE SOUTH LINE OF PARCELS 201, 800-08 AND 901, A DISTANCE OF 4045.63 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT 60'x60' WELL SITE SW-61, PARCEL RP0136, RECORDED IN OFFICIAL RECORDS BOOK 641, PAGES 1051 THROUGH 1221, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA,

PARCEL (LESS EXCEPTION) CONTAINING 198.5345 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE SOUTH LINE OF GOVERNMENT SECTION 9, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING SOUTH 89°07'56" WEST
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
3. THIS IS NOT A BOUNDARY SURVEY.

ABBREVIATIONS

D=DELTA
R=RADIUS
L=LENGTH
CH=CHORD
CB=CHORD BEARING

MB=MAP BOOK
P / PG=PAGE
R/W=RIGHT OF WAY
CL=CENTER LINE

PC=POINT OF CURVE
PT=POINT OF TANGENCY
POB=POINT OF BEGINNING

PCP=PERMANENT CONTROL POINT
PRM=PERMANENT REFERENCE MONUMENT
ORB=OFFICIAL RECORD BOOK



LB #2232

TOMOKA ENGINEERING

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office: 1110 LPGA Blvd, Suite 143, Daytona Beach, FL 32107
Phone: 386-274-1800 Fax: 386-274-3602
Email: tomoka@tomoka-eng.com Website: www.tomoka-eng.com

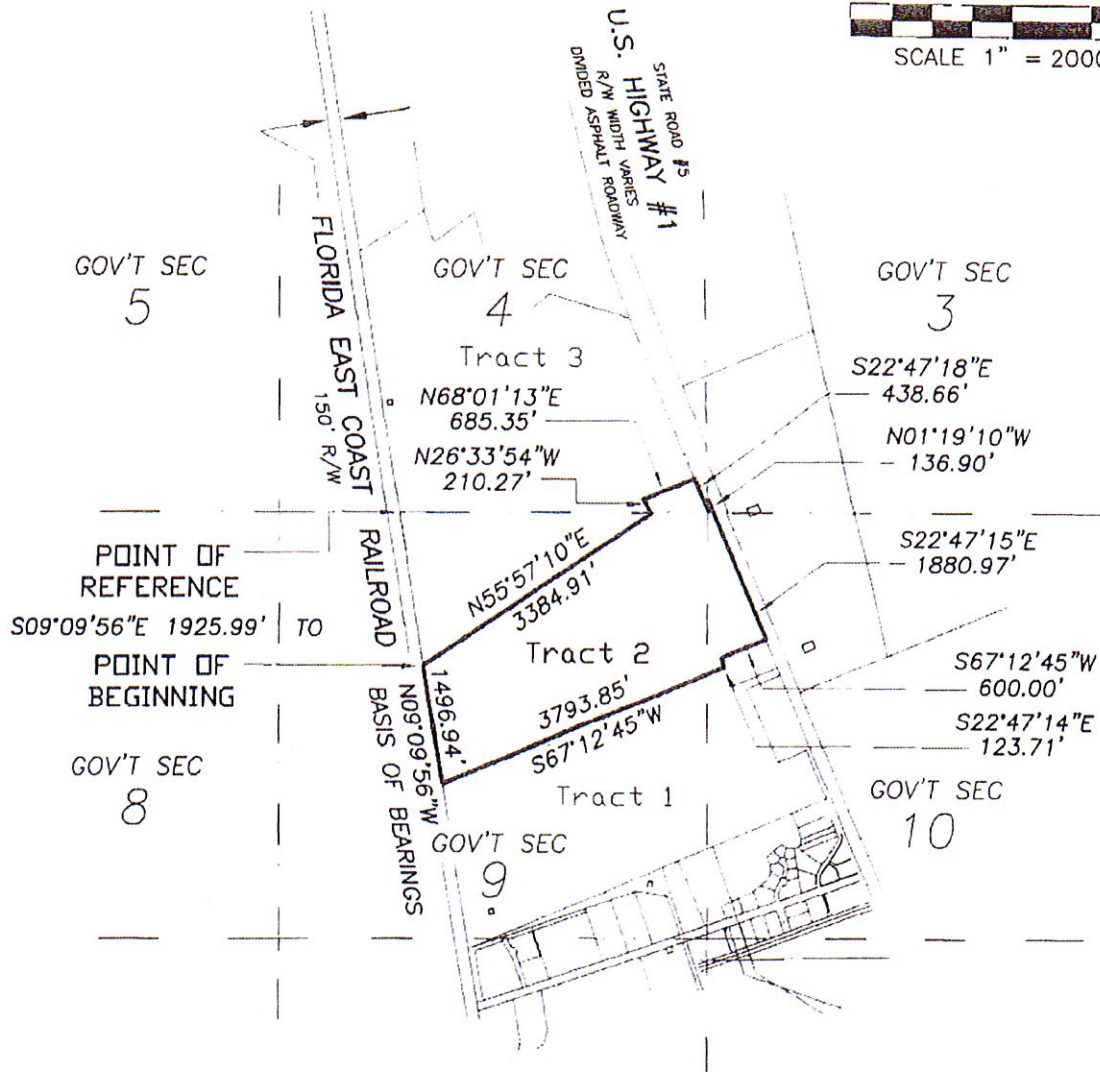
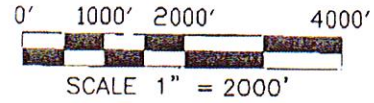
**SKETCH
AND
DESCRIPTION**
TRACT 1

PROJECT NO. TT144FLCI
DRAWING REF No. 1144-25PAR-01-092805
DATE SEPTEMBER 29, 2005
SHEET NO. 2 OF 2

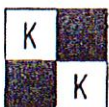
SKETCH AND DESCRIPTION
NOT A BOUNDARY SURVEY



NORTH ARROW



FOR LEGAL DESCRIPTION, LEGEND, NOTES, SIGNATURE AND SEAL, SEE SHEET 2 OF 2



LB #7991

KUHAR SURVEYING & MAPPING, LLC

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176

Phone: 386-295-8051 WWW.KUHARSURVEYING.COM

SKETCH & LEGAL

DATE: 10/01/16

SHEET 1 OF 2

1" = 2000'

SKETCH AND DESCRIPTION

NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION - PARCEL ALSO KNOWN AS PALM COAST HOLDINGS, INC., TRACT 2

A PARCEL OF LAND LOCATED IN PORTIONS OF GOVERNMENT SECTIONS 3, 4, 9 AND 10, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF GOVERNMENT SECTION 4, TOWNSHIP 11 SOUTH, RANGE 30 EAST, AND THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD FOR A POINT OF REFERENCE; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY LINE S09°09'56"E FOR A DISTANCE OF 1925.99 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID RIGHT-OF-WAY LINE N55°57'10"E FOR A DISTANCE OF 3384.91 FEET; THENCE N26°33'54"W FOR A DISTANCE OF 210.27 FEET; THENCE N68°01'13"E FOR A DISTANCE OF 685.35 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY #1 (STATE ROAD #5) A VARIABLE WIDTH RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: (1) THENCE S22°47'18"E FOR A DISTANCE OF 438.66 FEET (ALSO TO THE EASTERLY LINE OF SAID SECTION 4); (2) THENCE N01°19'10"W FOR A DISTANCE OF 136.90 FEET; (3) THENCE (DEPARTING SAID SECTION LINE) S22°47'15"E FOR A DISTANCE OF 1880.97 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE S67°12'45"W FOR A DISTANCE OF 600.00 FEET; THENCE S22°47'14"E FOR A DISTANCE OF 123.71 FEET; THENCE S67°12'45"W FOR A DISTANCE OF 3793.85 FEET TO THE AFOREMENTIONED EASTERLY RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY N09°09'56"W FOR A DISTANCE OF 1496.94 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL HAVING AN AREA OF 178.28 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARING BASED (ASSUMED) ON THE EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD R/W AS SHOWN HEREON, BEING N09°09'56"W.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR/MAPPER. LEGAL DESCRIPTION SHOWN HEREON WAS WRITTEN BY THE UNDERSIGNED.
3. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
4. UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN.
5. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
6. WETLANDS AND TREES (IF ANY) NOT SHOWN.
7. PRIOR TO RELYING ON THE INFORMATION SHOWN FOR UNDERGROUND UTILITIES FOR THE PURPOSE OF CONNECTION OR EXTENSION, THE UTILITY MUST BE EXPOSED AND INFORMATION VERIFIED.
8. THIS IS NOT A BOUNDARY SURVEY.

LEGEND/ABBREVIATIONS:

REC	RECORD
MEAS	MEASURED
R/W	RIGHT OF WAY
MB	MAP BOOK
PG	PAGE
CL	CENTER LINE
HWY	HIGHWAY

I HEREBY CERTIFY THAT THIS SKETCH MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER 5J-17.050 THRU 17.052, FLORIDA ADMINISTRATIVE CODE.

**Kenneth J
Kuhar**

Digitally signed by
Kenneth J Kuhar
Date: 2016.10.03
11:47:39 -04'00'

KENNETH J. KUCHAR
FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6105



LB #7991

KUHAR SURVEYING & MAPPING, LLC

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176
Phone: 386-295-8051 WWW.KUHARSURVEYING.COM

SKETCH & LEGAL

DATE: 10/01/16

SHEET 2 OF 2

1" = N/A

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N09°09'56"W	3249.03'
L2	N57°08'17"E	941.81'
L3	S18°18'17"E	405.72'
L4	N53°13'41"E	613.29'
L5	S14°58'28"E	1502.07'
L6	N50°52'58"E	705.57'
L7	S73°52'06"E	1039.50'
L8	S22°47'18"E	2134.06'
L9	S68°01'13"W	685.36'
L10	S26°33'54"E	210.27'
L11	S55°57'10"W	3384.91'
L12	N09°09'56"W	1925.99'
L13	N80°50'04"E	60.00'
L14	N09°09'56"W	60.00'
L15	N80°50'04"E	60.00'
L16	S09°09'56"E	60.00'
L17	S80°50'04"W	60.00'
L18	N09°09'56"W	493.24'
L19	N80°50'04"E	193.24'
L20	N09°09'56"W	60.00'
L21	N89°31'41"E	60.00'
L22	S09°09'56"E	60.00'
L23	S89°31'41"W	60.00'

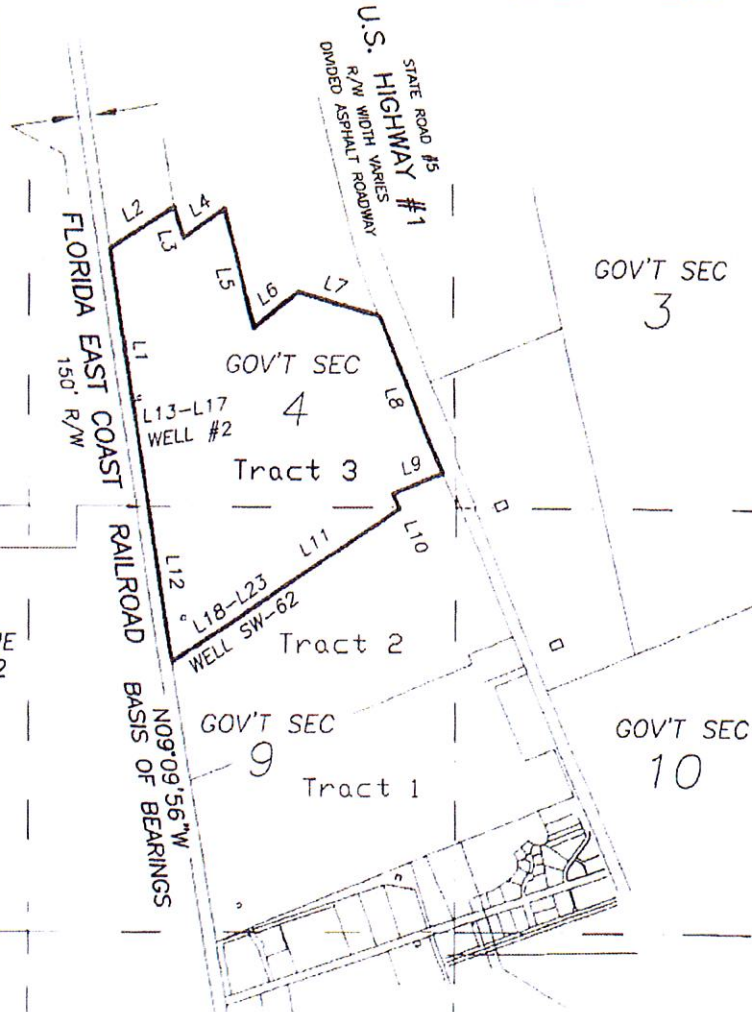
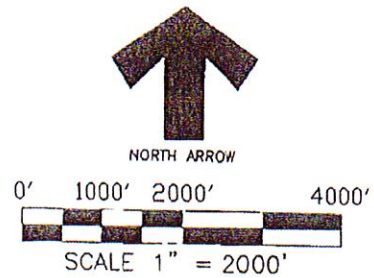
WELL SITE SW-62 w/TIES
PER ORB 1004 PG 0221
(RP 0137)

POINT OF
BEGINNING
N09°09'56"W
1334.56' NW'LY TIE
TO WELL SITE #2

GOV'T SEC
8

SKETCH AND DESCRIPTION NOT A BOUNDARY SURVEY

WELL SITE #2 w/NE'LY TIE
- PER ORB 2155 PGS 696-702



FOR LEGAL DESCRIPTION, LEGEND, NOTES, SIGNATURE AND SEAL, SEE SHEET 2 OF 2



LB #7991

KUHAR SURVEYING & MAPPING, LLC

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176

Phone: 386-295-8051 WWW.KUHARSURVEYING.COM

SKETCH & LEGAL

DATE: 10/01/16

SHEET 1 OF 2

1" = 2000'

SKETCH AND DESCRIPTION

NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION - PARCEL ALSO KNOWN AS PALM COAST HOLDINGS, INC., TRACT 3

A PARCEL OF LAND LOCATED IN PORTIONS OF GOVERNMENT SECTIONS 4 AND 9, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF GOVERNMENT SECTION 4, TOWNSHIP 11 SOUTH, RANGE 30 EAST, AND THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD FOR A POINT OF BEGINNING; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY LINE N09°09'56"W FOR A DISTANCE OF 3249.03 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE N57°08'17"E FOR A DISTANCE OF 941.81 FEET; THENCE S18°18'17"E FOR A DISTANCE OF 405.72 FEET; THENCE N53°13'41"E FOR A DISTANCE OF 613.29 FEET; THENCE S14°58'28"E FOR A DISTANCE OF 1502.07 FEET; THENCE N50°52'58"E FOR A DISTANCE OF 705.57 FEET; THENCE S73°52'06"E FOR A DISTANCE OF 1039.50 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY #1 (STATE ROAD #5) A VARIABLE WIDTH RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY LINE S22°47'18"E FOR A DISTANCE OF 2134.06 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE S68°01'13"W FOR A DISTANCE OF 685.36 FEET; THENCE S26°33'54"E FOR A DISTANCE OF 210.27 FEET; THENCE S55°57'10"W FOR A DISTANCE OF 3384.91 FEET; TO THE AFOREMENTIONED EASTERLY RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY N09°09'56"W FOR A DISTANCE OF 1925.99 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION
LESS AND EXCEPT

THAT PARCEL OF LAND KNOWN AS WELL SITE #2 AS RECORDED IN OFFICIAL RECORDS BOOK 2155, PAGES 696-702 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA
ALSO LESS AND EXCEPT

THAT PARCEL OF LAND KNOWN AS WELL SITE SW-62 (RP 0137) AS RECORDED IN OFFICIAL RECORDS BOOK 1004, PAGE 0221 (0259) OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

THE ABOVE DESCRIBED PARCEL HAVING AN AREA OF 300.43 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARING BASED (ASSUMED) ON THE EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD R/W AS SHOWN HEREON, BEING N09°09'56"W.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR/MAPPER. LEGAL DESCRIPTION SHOWN HEREON WAS WRITTEN BY THE UNDERSIGNED.
3. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
4. UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN.
5. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
6. WETLANDS AND TREES (IF ANY) NOT SHOWN.
7. PRIOR TO RELYING ON THE INFORMATION SHOWN FOR UNDERGROUND UTILITIES FOR THE PURPOSE OF CONNECTION OR EXTENSION, THE UTILITY MUST BE EXPOSED AND INFORMATION VERIFIED.
8. THIS IS NOT A BOUNDARY SURVEY

LEGEND/ABBREVIATIONS:

REC	RECORD
MEAS	MEASURED
R/W	RIGHT OF WAY
MB	MAP BOOK
PG	PAGE
CL	CENTER LINE
HWY	HIGHWAY

I HEREBY CERTIFY THAT THIS SKETCH MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER 5J-17.050 THRU 17.052, FLORIDA ADMINISTRATIVE CODE.

**Kenneth J
Kuhar**

Digitally signed by Kenneth J

Kuhar

Date: 2016.10.04 10:12:42

-04'00'

KENNETH J. KUHAR
FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6105



LB #7991

KUHAR SURVEYING & MAPPING, LLC

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176

Phone: 386-295-8051 WWW.KUHARSURVEYING.COM

SKETCH & LEGAL

DATE: 10/01/16

SHEET 2 OF 2

1" = N/A

MASTER DEVELOPMENT PLAN

JOY
ROBERT D. LONDERREE LANDSCAPE ARCHITECT
BOX 1077, WINDERMERE, FL 34786, (407) 878-4644
PLANNING AND DESIGN



27
Lake

2094 Wetland

101 Upland Preservation - Borrow/soil extraction, wetland creation and wetland enhancement activities are permitted in these areas. Except on Tracts 1 & 2.

152 Public/Semi-public

1418 Residential

665 Business/Institutional

207 **Mixed-use**

NOTE: Upland buffers not shown on this map

Numbers on the legend indicate acreages for land use designations
Total acreage is 4664. Numbers on parcels indicate acreage.

Clint Smith Consulting, LLC
8 Cadillac Place
Palm Coast, FL 32137

Dec. 20, 2017

Bill Hoover
Senior Planner
City of Palm Coast
160 Lake Ave.
Palm Coast, FL 32164

Re: Palm Coast Park Tract 3 Development Order Revision – Neighborhood Meeting

Mr. Hoover,

In accordance with the requirements of the City of Palm Coast Unified Land Development Code (LDC), a Neighborhood Meeting was held on December 14, 2017 at 5:15 p.m. to discuss the proposed revision to Exhibit B of the Palm Coast Park Development Order.

The following documents are provided as required by Chapter 2.05.05 (D) of the LDC:

- A copy of the meeting notification letters (attached)

No one showed up for the Neighborhood Meeting, so there were no exhibits or information distributed, no list of attendees and no minutes were taken.

This information is provided in advance of the Planning and Land Development Review Board meeting scheduled for Dec. 20, 2017. If you have any questions or comments, please let me know.

Sincerely,



Clinton F. Smith

Clint Smith Consulting, LLC
8 Cadillac Place
Palm Coast, FL 32137
Phone (386) 931-4496
Email: *clintfsmith@aol.com*

December 6, 2017

Florida Land Investments I, LLC
3129 Springbank Lane
Charlotte, NC 28226

**RE: Proposed Amendment to Tracts 1, 2 and 3 of the Palm Coast Park DRI
Adjacent Property Owner Notification of Neighborhood Meeting**

Dear Property Owner:

A Neighborhood Meeting to discuss the amendment of Exhibit "B" of the Development Order for the Palm Coast Park DRI has been scheduled for 5:15 PM on December 14th at The Flagler County Library Palm Coast, 2500 Palm Coast Parkway NW, Palm Coast, FL 32137 in Study Room #1.

The proposal is to amend Exhibit "B" the Master Development Plan for Tracts 1, 2 and 3 of the Palm Coast Park DRI in order to relocate previously approved borrow/soil extraction areas that are currently allowed in Tracts 1 and 2 to now be allowed in Tract 3 only. The amendment will have the effect of minimizing potential environmental issues/impacts. A map of the existing and proposed Exhibit "B" Master Development Plans are attached for your use and reference.

If you have any questions or need additional information, please contact me at (386) 931-4496 or email at *clintfsmith@aol.com*. We look forward to hearing from you and/or seeing you at the above referenced meeting.

Sincerely,

Clinton F. Smith

Clint Smith Consulting, LLC
8 Cadillac Place
Palm Coast, FL 32137
Phone (386) 931-4496
Email: *clintfsmith@aol.com*

December 6, 2017

City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

**RE: Proposed Amendment to Tracts 1, 2 and 3 of the Palm Coast Park DRI
Adjacent Property Owner Notification of Neighborhood Meeting**

Dear Property Owner:

A Neighborhood Meeting to discuss the amendment of Exhibit "B" of the Development Order for the Palm Coast Park DRI has been scheduled for 5:15 PM on December 14th at The Flagler County Library Palm Coast, 2500 Palm Coast Parkway NW, Palm Coast, FL 32137 in Study Room #1.

The proposal is to amend Exhibit "B" the Master Development Plan for Tracts 1, 2 and 3 of the Palm Coast Park DRI in order to relocate previously approved borrow/soil extraction areas that are currently allowed in Tracts 1 and 2 to now be allowed in Tract 3 only. The amendment will have the effect of minimizing potential environmental issues/impacts. A map of the existing and proposed Exhibit "B" Master Development Plans are attached for your use and reference.

If you have any questions or need additional information, please contact me at (386) 931-4496 or email at *clintfsmith@aol.com*. We look forward to hearing from you and/or seeing you at the above referenced meeting.

Sincerely,

Clinton F. Smith

Clint Smith Consulting, LLC
8 Cadillac Place
Palm Coast, FL 32137
Phone (386) 931-4496
Email: clintfsmith@aol.com

December 6, 2017

Rayonier Atlantic Timber Co.
C/O Rayonier Tax Services
P.O. Box 161139
Mobile, AL 36616

**RE: Proposed Amendment to Tracts 1, 2 and 3 of the Palm Coast Park DRI
Adjacent Property Owner Notification of Neighborhood Meeting**

Dear Property Owner:

A Neighborhood Meeting to discuss the amendment of Exhibit "B" of the Development Order for the Palm Coast Park DRI has been scheduled for 5:15 PM on December 14th at The Flagler County Library Palm Coast, 2500 Palm Coast Parkway NW, Palm Coast, FL 32137 in Study Room #1.

The proposal is to amend Exhibit "B" the Master Development Plan for Tracts 1, 2 and 3 of the Palm Coast Park DRI in order to relocate previously approved borrow/soil extraction areas that are currently allowed in Tracts 1 and 2 to now be allowed in Tract 3 only. The amendment will have the effect of minimizing potential environmental issues/impacts. A map of the existing and proposed Exhibit "B" Master Development Plans are attached for your use and reference.

If you have any questions or need additional information, please contact me at (386) 931-4496 or email at clintfsmith@aol.com. We look forward to hearing from you and/or seeing you at the above referenced meeting.

Sincerely,

Clinton F. Smith

Clint Smith Consulting, LLC
8 Cadillac Place
Palm Coast, FL 32137
Phone (386) 931-4496
Email: *clintfsmith@aol.com*

December 6, 2017

LCD of Flagler, Inc.
P.O. Box 354768
Palm Coast, FL 32135-4768

**RE: Proposed Amendment to Tracts 1, 2 and 3 of the Palm Coast Park DRI
Adjacent Property Owner Notification of Neighborhood Meeting**

Dear Property Owner:

A Neighborhood Meeting to discuss the amendment of Exhibit "B" of the Development Order for the Palm Coast Park DRI has been scheduled for 5:15 PM on December 14th at The Flagler County Library Palm Coast, 2500 Palm Coast Parkway NW, Palm Coast, FL 32137 in Study Room #1.

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Clinton F. Smith

Clint Smith Consulting, LLC
8 Cadillac Place
Palm Coast, FL 32137
Phone (386) 931-4496
Email: clintfsmith@aol.com

December 6, 2017

Palm Coast Land, LLC
145 City Place
Suite 300
Palm Coast, FL 32164

**RE: Proposed Amendment to Tracts 1, 2 and 3 of the Palm Coast Park DRI
Adjacent Property Owner Notification of Neighborhood Meeting**

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Clint Smith Consulting, LLC
8 Cadillac Place
Palm Coast, FL 32137
Phone (386) 931-4496
Email: clintfsmith@aol.com

December 6, 2017

Florida East Coast Railway
7411 Fullerton Street
Suite 300
Jacksonville, FL 32256-3629

**RE: Proposed Amendment to Tracts 1, 2 and 3 of the Palm Coast Park DRI
Adjacent Property Owner Notification of Neighborhood Meeting**

Dear Property Owner:

A Neighborhood Meeting to discuss the amendment of Exhibit "B" of the Development Order for the Palm Coast Park DRI has been scheduled for 5:15 PM on December 14th at The Flagler County Library Palm Coast, 2500 Palm Coast Parkway NW, Palm Coast, FL 32137 in Study Room #1.

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Sincerely,

Clinton F. Smith

City of Palm Coast, Florida

Agenda Item

Agenda Date: 01/16/2018

Department	Construction Management and Engineering Division	Amount
Item Key		Account#
Subject	RESOLUTION 2018-XX APPROVING A MASTER SERVICES CONTRACT WITH AIRSIDE PAVEMENT, INC., TO PROVIDE VARIOUS ROADWAY STRIPING MAINTENANCE SERVICES ON AN AS-NEEDED BASIS.	
Background : <u>UPDATE FROM THE JANUARY 9, 2018 WORKSHOP</u> This item was heard by City Council at their January 9, 2018 Workshop. There were no changes suggested to this item. <u>ORIGINAL BACKGROUND FROM THE JANUARY 9, 2018 WORKSHOP</u> The Construction Management & Engineering Division with the Public Works Department/Streets and Drainage Division is responsible for striping various roadways throughout the City of Palm Coast. City staff advertised and solicited bids for roadway striping maintenance services on an as-needed basis. The City received two (2) bids which were responsive and responsible. Airside Pavement, Inc. is the low bidder. The project bid overview and notice of intent to award are attached. Staff recommends City Council approve a one-year master services contract including renewal options with Airside Pavement, Inc. There is no expenditure associated with the current requested action. At a later date and following completion of the Pavement Management Program, City staff will present to City Council a comprehensive plan for roadway striping maintenance and seek approval of a related work order with Airside Pavement, Inc.		
Recommended Action : Adopt Resolution 2018-XX approving a master services contract with Airside Pavement, Inc., to provide various striping maintenance services on an as-needed basis.		

RESOLUTION 2018-____
STRIPING MAINTENANCE SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A MASTER SERVICES CONTRACT WITH AIRSIDE PAVEMENT, INC, TO PROVIDE VARIOUS STRIPING MAINTENANCE SERVICES ON AN AS-NEEDED BASIS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Airside Pavement, Inc. desires to provide various striping maintenance services on an as-needed basis to the City of Palm Coast; and

WHEREAS, the City of Palm Coast desires to approve a master services contract with Airside Pavement, 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 R CONTRACT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the master services contract with Airside Pavement, Inc. for various striping maintenance services, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with 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 16^h day of January 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 Attorney



ITB-PW-SD-17-58 - Roadway Striping Maintenance

Project Overview

Project Details	
Reference ID	ITB-PW-SD-17-58
Project Name	Roadway Striping Maintenance
Project Owner	Kelly Downey
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	TBD
Open Date	Aug 16, 2017 8:00 AM EDT
Close Date	Sep 07, 2017 2:00 PM EDT

Awarded Suppliers	Reason	Score
Airside Pavement Inc.	Lowest price	100 pts

Seal status



Requested Information	Unsealed on	Unsealed by
Proposal (Pricing Form C.2)	Sep 07, 2017 2:00 PM EDT	Kelly Downey
Forms A, B, C.1, D, 1 - 10	Sep 07, 2017 2:00 PM EDT	Kelly Downey

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?
Michael Marinelli	Sep 20, 2017 9:15 AM EDT	No
Kelly Downey	Sep 07, 2017 3:43 PM EDT	No
Sean Castello	Sep 08, 2017 11:31 AM EDT	No
Rose Conceicao	Sep 21, 2017 10:41 AM EDT	No



Project Criteria

Criteria	Points	Description
Forms	Pass/Fail	Forms A, B, C.1, C.2, D, 1 - 10
A -	100 pts	
A-1 - Pricing for Thermal Plastic	50 pts	
A-2 - Pricing for Paint	50 pts	
A-3 - Specifications	Pass/Fail	
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Forms	A -	A-1 - Pricing for Thermal Plastic	A-2 - Pricing for Paint
Supplier	/ 100 pts	Pass/Fail	/ 100 pts	/ 50 pts	/ 50 pts
Airside Pavement Inc.	100 pts	Pass	100 pts	50 pts (\$43,025.00)	50 pts (\$15,220.00)
P&P STRIPING LLC	60.43 pts	Pass	60.43 pts	34.32 pts (\$62,675.00)	26.11 pts (\$29,150.00)

	A-3 - Specifications
Supplier	Pass/Fail
Airside Pavement Inc.	Pass



	A-3 - Specifications
Supplier	Pass/Fail
P&P STRIPING LLC	Pass



Administrative Services & Economic Development
Central Services Division

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

NOTICE OF INTENT TO AWARD

Project: ITB-PW-SD-17-58 – Roadway Striping

Date: September 25, 2017

Appeal Deadline: Appeals must be Filed by 5:00 PM on September 27, 2017

Firm	Thermal Plastic
Airside Pavement Inc. Ormond Beach, FL	\$43,025.00
P & P Striping LLC. Pomona Park, FL	\$62,675.00

Firm	Paint
Airside Pavement Inc. Ormond Beach, FL	\$15,220.00
P & P Striping LLC. Pomona Park, FL	\$29,150.00

The intent of the City of Palm Coast is to award ITB-PW-SD-17-58 to Airside Pavement 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.

City of Palm Coast, Florida

Agenda Item

Agenda Date: 1/16/2018

Department Item Key	Community Development	Amount Account
Subject	RESOLUTION 2018-XX APPROVING A FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT FOR THE CONSTRUCTION PHASE OF THE LAKEVIEW BLVD. MULTI-USE PATH PROJECT	
Background : <u>UPDATE FROM THE JANUARY 9, 2018 WORKSHOP</u> This item was heard by City Council at their January 9, 2018 Workshop. The proposed LAP Agreement is attached. The FDOT grant amount has been increased to approximately \$560,000. <u>ORIGINAL BACKGROUND FROM THE JANUARY 9, 2018 WORKSHOP</u> In March 2017 and at the request of City Council, the multi-use path along Lakeview Blvd. was escalated. The project consists of a new path along Lakeview Blvd. from London Drive south (0.28 miles north of Matanzas Blvd) to the London Drive north terminus. This project will provide an 8-foot wide path along the west side of the roadway (approximately 5200 feet). The project will include new crosswalks, benches, and trash receptacles. This project is a City Council priority and is included in the FY 2017-2018 Capital Budget. This item is to consider a Florida Department of Transportation (FDOT) Local Agency Program (LAP) Agreement, which will provide FDOT grant funding, in the amount of \$505,472.54, for construction of the path. The FDOT has allocated funding for the construction phase of the project as part of their current approved budget. City staff anticipate receiving the final Agreement from FDOT and will include in the agenda packet for the January 16 th Business meeting.		
Recommended Action : Adopt Resolution 2018-XX approving a Florida Department of Transportation Local Agency Program Agreement for the construction phase of the Lakeview Blvd. Multi-use Path Project.		

RESOLUTION 2018 - ____
FDOT LAP AGREEMENT
LAKEVIEW BLVD MULTI-USE PATH PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT FOR THE CONSTRUCTION PHASE OF THE LAKEVIEW BLVD MULTI-USE PATH 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, Florida Department of Transportation desires to enter into a Local Agency Program Agreement with the City of Palm Coast for the construction phase of the Lakeview Blvd. Multi-use Path project; and

WHEREAS, the City Council of the City of Palm Coast desires to approve a Local Agency Program Agreement with the Florida Department of Transportation 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 AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of a Local Agency Program Agreement with the State of Florida Department of Transportation, 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 16th day of January 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Local Agency Agreement (LAP)

Approved as to form and legality

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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FPN: 440854-1-58-01	FPN: 440854-1-68-01	FPN: _____
Federal No (FAIN): <u>D517 103 B</u>	Federal No (FAIN): <u>N/A</u>	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: <u>N/A</u>	Federal Award Date: _____
Fund: <u>ACSU/LF</u>	Fund: <u>LF</u>	Fund: _____
Org Code: <u>55054010508</u>	Org Code: <u>N/A</u>	Org Code: _____
FLAIR Approp: <u>088717</u>	FLAIR Approp: <u>N/A</u>	FLAIR Approp: _____

County No: 73 Contract No: _____

Local Agency Vendor No: F593-614-294-006 Local Agency DUNS No: 17-454-1107

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into on _____, between the State of Florida, Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and the City of Palm Coast, 160 Cypress Point Parkway, Suite B - 106, Palm Coast, FL 32164-8436 ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. Authority: The Agency, by Resolution No. _____ dated _____, a copy
(This date to be entered by DOT only)
of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in Construction of Lakeview Boulevard Multi-Use Path from South of La Mancha Drive to London Drive, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. Term of Agreement: The Agency agrees to complete the Project on or before December 31, 2018. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. Project Cost:

- A.** The total cost of the Project is \$ 716,263.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.
- B.** The Department agrees to participate in the Project cost up to the maximum amount of \$560,771.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.
- C.** Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
 - i.** Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

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LOCAL AGENCY PROGRAM AGREEMENT

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- ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

- A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Agency.

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Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- M. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts

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of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
- E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements: The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

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- vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.
- H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be

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prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

- A.** In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- B.** The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i.** In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit “1”, Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
 - ii.** In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
 - iii.** In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the

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Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).

- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

- C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

- A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
- B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

- A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

- A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

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- B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
- C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

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- G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

- B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

- A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a

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provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts,

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subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- K.** The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- L.** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.
- M.** The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- N.** The Agency:
- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
 - ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- O.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- P.** The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- Q.** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- R. Exhibits**
- i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
 - ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
 - iii. ☒ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.
 - iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
 - v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
 - vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.

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- vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.
- viii. ☒ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L" is attached and incorporated into this Agreement.
- ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.
- x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.
- xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.
- xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.
- xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

The remainder of this page intentionally left blank.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY CITY OF PALM COAST

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Richard B. Morrow, P.E.
Title: Director of Transportation Development

Legal Review:

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 440854-1-58/68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

the City of Palm Coast, 160 Cypress Point Parkway, Suite B - 106, Palm Coast, FL 32164-8436.

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: ~5,213 feet

PROJECT DESCRIPTION: The project consists of constructing an 8-foot-wide concrete multi use path along Lakeview Boulevard from South of La Mancha Drive to London Drive. The project is approximately 1 mile in length. The project also includes piping, ditch regrading, signing and pavement markings, current ADA compliant detectable warnings, benches & landscaping, waste and recycle receptacles, sod, silt fence and solar LED pavement markers. Utility coordination is anticipated.

All pedestrian features are to adhere to current ADA standards.

The concrete path will be constructed 4-inch thick with 4,000 psi strength concrete. The concrete strength exceeding 2,500 psi is considered an upgrade for the path. The City will be reimbursed for the basic 4-inch thick, 2,500 psi strength concrete, while the upgrades will be paid through local funds.

Indemnification costs and costs surrounding the Maintenance/Material and Workmanship Bond will be the responsibility of the City.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

Invoices and progress reports shall be submitted on a quarterly basis to:

Rick Grooms
Special Projects Construction Manager
Florida Department of Transportation
719 South Woodland Boulevard, MS 3-506
DeLand, Florida 32720

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A.
- b) Design to be completed by N/A.

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A.
- e) Construction contract to be let by 2/21/2018.
- f) Construction to be completed by 8/24/2018.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

The River to Sea TPO has established a 10% local match for this project. The City is locally funding concrete upgrades and CEI Services. The combined local funding meets and exceeds the River-To-Sea TPO match requirement. No pro-rata for match purposes is required.

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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS City of Palm Coast 160 Cypress Point Parkway, Suite B - 106 Palm Coast, FL 32164-8436	FPN: 440854-1-58/68-01
--	------------------------

TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Planning Cost				
Project Development & Environment (PD&E) - 28 FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total PD&E Cost				
Design - 38 FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Design Cost				
Right-of-Way - 48 FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Right-of-Way Cost				
Construction-58 FY: 2017-2018 FY: FY: FY:	<u>\$642,763.00</u> _____ _____ _____	<u>\$81,992.00</u> _____ _____ _____	_____ _____ _____ _____	<u>\$560,771.00</u> _____ _____ _____ _____
Total Construction Cost	\$642,763.00	\$81,992.00		\$560,771.00
Construction Engineering and Inspection (CEI) - 68 FY: 2017-2018 FY: FY:	<u>\$73,500.00</u> _____ _____	<u>\$73,500.00</u> _____ _____	_____ _____ _____	_____ _____ _____
Total CEI Cost	\$73,500.00	\$73,500.00		
Operations – 88 FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Operations Costs				
TOTAL COST OF THE PROJECT	\$716,263.00	\$155,492.00		\$560,771.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT “C”

**FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
COMPLIANCE WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department’s website at the following URL address:
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT "L"

LANDSCAPE MAINTENANCE

Paragraph 16.L is modified to include the following provisions:

1. Until such time as the Project is removed from the project highway pursuant to paragraphs 3 and 4 of this Exhibit, the Agency shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures hereinafter called "Project Standards." Specifically, the Agency agrees to:
 - a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;
 - b) Properly mulch plant beds;
 - c) Keep the premises free of weeds;
 - d) Mow and/or cut the grass to the proper length;
 - e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and
 - f) Remove or replace dead or diseased plants in their entirety, or remove or replace those plants that fall below original Project Standards.

The Agency agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project Standards caused by the Agency's failure to maintain the same in accordance with the provisions of this Exhibit. In the event any part or parts of the Project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the Project. Furthermore, the Agency agrees to keep litter removed from the project highway.

2. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 4(a) in this Exhibit, may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Agency.
3. It is understood between the parties to this Agreement that any portion of or the entire Project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation or adjustment and shall be allowed 60 days to remove all or part of the Project at its own cost. The Agency will own that part of the Project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the Project, and the Department then may remove, relocate or adjust the Project as it deems best, with the Agency being responsible for the cost incurred for the removal of the Project.
4. This Exhibit shall remain in force during the life of the originally installed landscaping and/or the life of any replacement landscaping installed with the mutual consent of the parties hereto until superseded by a Landscape Maintenance Agreement between the Department and the Agency.

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EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$560,771.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsrc.gov/>

City of Palm Coast, Florida

Agenda Item

Agenda Date: 01/16/2018

Department	Public Works – Fleet	Amount	\$33,304.35
Item Key		Account #	65010071-064000
Subject RESOLUTION 2018-XX APPROVING PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT WITH ALAN JAY FLEET SALES FOR A FLEET REPLACEMENT VEHICLE			
Background : <u>UPDATE FROM THE JANUARY 9, 2018 WORKSHOP</u> This item was heard by City Council at their January 9, 2018 Workshop. Unfortunately, the truck that was quoted is no longer available. In order to secure a replacement truck in a timely manner, City staff located a similar truck from the same dealership with options (quad cab and four wheel drive) providing City staff more capability. City staff is seeking approval of piggybacking the Florida Sheriff's Association Contract with Alan Jay Fleet Sales to purchase a replacement truck. The total cost is \$39,315.25 for the replacement vehicle. After the payment from the insurance company, the net cost to the City's fleet fund will be \$15,416.25.			
<u>ORIGINAL BACKGROUND FROM THE JANUARY 9, 2018 WORKSHOP</u> One of the City's fleet vehicles, a Ford F-250 truck, was involved in an auto accident, which was the fault of the other drive. The vehicle was deemed a total loss and received \$23,899.00 from the insurance company.			
City staff is seeking approval of piggybacking the National Joint Powers Alliance Contract with Alan Jay Fleet Sales to purchase a replacement truck. The total cost is \$33,304.35 for the replacement vehicle. After the payment from the insurance company, the net cost to the City's fleet fund will be \$9,405.35.			
SOURCE OF FUNDS WORKSHEET FY 2018			
Fleet Management Fund 65010071-064000		\$	1,957,900.00
Total Expenses/Encumbered to date		\$	553,148.94
Pending Work Orders/Contracts		\$	1,276,801.93
Current Work Order		\$	33,304.35
Balance		\$	94,644.78
Recommended Action : Adopt Resolution 2018-XX approving piggybacking the Florida Sheriff's Association Contract with Alan Jay Fleet Sales for a Fleet Replacement Vehicle.			

RESOLUTION 2018-____
PIGGYBACKING FLORIDA SHERIFF'S ASSOCIATION
WITH ALAN JAY FLEET SALES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT WITH ALAN JAY FLEET SALES FOR A FLEET REPLACEMENT VEHICLE; 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, Alan Jay Fleet Sales desires to provide a Ford F-250 truck to replace asset#1657, which was deemed a total loss by the insurance company to the City of Palm Coast; and

WHEREAS, the City desires to purchase a replacement truck by piggybacking the Florida Sheriff's Association Contract with Alan Jay Fleet Sales for the above referenced vehicle.

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

SECTION 1. APPROVAL OF PIGGYBACK CONTRACT. The City Council of the City of Palm Coast hereby approves piggybacking the terms and conditions of the Florida Sheriff's Association contract with Alan Jay Fleet Sales to purchase a Ford F-250 to replace asset #1657, which is attached hereto and incorporated herein by reference as Exhibit "A."

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

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent

jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 16th day of January 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Piggyback Florida Sheriff's Association Contract with Alan Jay Fleet Sales

Approved as to form and legality

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

ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	Quote 13931-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693	Mailing Address P.O. BOX 9200 Sebring, FL 33871-9200	
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
1/11/2018

QUICK QUOTE SHEET

REVISED QUOTE DATE
1/11/2018

REQUESTING AGENCY **PALM COAST, CITY OF**
 CONTACT PERSON **ROGER LACHANCE** EMAIL Rlachance@palmcoastgov.com
 PHONE **386-986-2340** MOBILE **508-642-9937** FAX

FLORIDA SHERIFF'S ASSOCIATION BID #'s FSA16-VEH14.0 & FSA16-VEL24.0 www.flsheriffs.org

MODEL	CK35953	SPECIFICATION #	64
	2017 CHEVY SILVERADO 3500HD DOUBLE CAB 4WD	PAGE #	1295
CUSTOMER ID		BASE DISTRICT PRICE	\$29,351.00
BED LENGTH	56" CA		

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
GAZ H2Q	EXTERIOR COLOR SUMMIT WHITE WITH DARK ASH - JET BLACK ACCENTS VINYL TRIM INTERIOR (40/20/40 split-bench, 3 passenger, driver and front passenger manual recline with outboard head restraints and center fold-down armrest with storage)	\$0.00
L96 MYD	6.0L VORTEC V8 WITH 6-SPD AUTOMATIC TRANSMISSION	\$0.00
PCR DBL 35	Power windows and door locks standard, WT fleet convenience package includes: DPN outside heated/power adjustable trailing mirrors, and AQQ remote keyless entry including & A91 remote locking tailgate.	\$639.00
NQF	ELECTRONIC SHIFT ON THE FLY TRANSFER CASE WITH ROTARY DIAL	\$199.00
SPARE	FULL SIZE SPARE INCLUDED WITH THIS SPECIFICATION	\$0.00
VK3	FRONT LICENSE PLATE BRACKET FACTORY ORDERED	\$0.00
JL1	ELECTRONIC BRAKE CONTROLLER (STD ON 3500HD P/U)	\$0.00
OTPC	ONE TIME PRICE CONCESSION	\$0.00
		(\$1,000.00)

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS
K696J	KNAPHEIDE SRW 8' UTILITY BODY PAINTED WHITE TO MATCH CAB OF TRUCK. (Includes box and bumper credit.)	(\$162.00)
HAUL T11USBB-1	Furnish and Install "Hauler Rack" Aluminum Rack on Regular Cab F-250 with 8' Utility Body (Knapheide SE)	\$5,745.00
ATI TTR110	Furnish and Install 110 Gallon Aluminum Diesel Transfer Fuel Tank, GPI 12V Fuel Pump with Hose and Nozzle, 3/4 x 4" 10 Micron Filter	\$1,277.69
MECH VISE	WILTON SHOP BENCH VISE 6" VISE AND BRACKET FOR KNAPHEIDE SERVICE BODY	\$1,639.05
BATT	ADDITIONAL BATTERY AND HOLDER UTILIZING OEM BATTERY TRAY UNDER HOOD OF GAS ENGINE VEHICLE.	\$417.16
WIRE	PROVIDE HD 4.0 GAUGE WIRING TO CURBSIDE FRONT COMPARTMENT FROM AUXILIARY BATTERY FOR CUSTOMER TO INSTALL 5000W INVERTER SAVED FROM PREVIOUS VEHICLE.	\$724.25
TECH NOTE	PLEASE LEAVE WIRING ZIP TIED CLOSE TO BATTERY BUT NOT CONNECTED. USE PROPER LOOM AND FRAME MOUNT GROMMETS FOR ROUTING WIRE AWAY FROM EXHAUST MANIFOLD.	\$323.10
		\$0.00

TRADE IN	CONTRACT OPTIONS	\$10,126.25
	TOTAL COST	\$39,315.25
	YES WE TAKE TRADE INS ~~~~ ASK ABOUT MUNICIPAL FINANCING ~~~~	\$0.00
	TOTAL COST LESS TRADE IN(S)	\$39,315.25
	QTY	1

Estimated Monthly payments for 60 months paid in advance: \$721.64

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **STOCK UNIT VIN: [HZ326926] READY FOR QUICK DELIVERY**

VEHICLE QUOTED BY **Scott Wilson** FLEET SALES MANAGER scott.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

City of Palm Coast, Florida

Agenda Item

Agenda Date: 1/16/2018

Department	Construction Management and Engineering	Amount	\$82,625.00
Item Key		Account#	21097011-063000-54405
Subject	RESOLUTION 2018-XX APPROVING A WORK ORDER WITH DRMP, INC., FOR DESIGN SERVICES FOR IMPROVEMENTS TO BELLE TERRE PKWY. AT MARKET AVE/EASTWOOD DRIVE		

Background :
UPDATE FROM THE JANUARY 9, 2018 WORKSHOP
This item was heard by City Council at their January 9, 2018 Workshop. There were no changes suggested to this item.

ORIGINAL BACKGROUND FROM THE JANUARY 9, 2018 WORKSHOP
The City of Palm Coast requires design services for a new traffic signal at the intersection of Belle Terre Pkwy. and Market Ave/Eastwood Drive. In addition to the new traffic signal, the improvements include a southbound right turn lane and crosswalks. Both of these improvements will greatly improve traffic operations and safety for the area and increase roadway capacity.

In accordance with the City's Purchasing Policy and Florida Statutes, specifically the Consultants' Competitive Negotiation Act, City staff requested qualification packages from previously qualified firms for traffic engineering services. Two qualification packages were received: DRMP, Inc. and Lassiter Transportation Group, Inc. The qualification packages were reviewed and ranked by City staff; DRMP, Inc., was ranked the top firm. The project bid overview and notice of intent to award are attached to this agenda item.

City staff negotiated a scope and fee not-to-exceed \$82,625.00 with DRMP, Inc. City staff has determined that the cost for the design services are reasonable and fair and are consistent with these types of services for a project of this size and scope.

SOURCE OF FUNDS WORKSHEET FY 2018

Transportation Impact Fee Fund, GL 21097011-063000-54405	\$ 430,000.00
Total Expenses/Encumbered to date	\$ 0.00
Pending Work Orders/Contracts	\$ 0.00
Current Work Order	\$ <u>82,625.00</u>
Balance	\$ 347,375.00

Recommended Action :
Adopt Resolution 2018-XX approving a work order with DRMP, Inc., for design services for improvements to Belle Terre Pkwy. at Market Ave/Eastwood Drive.

RESOLUTION 2018 - ____
DESIGN SERVICES FOR BELLE TERRE PKWY.
AND MARKET AVE/EASTWOOD DRIVE IMPROVEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A WORK ORDER WITH DRMP, INC., FOR DESIGN SERVICES FOR IMPROVEMENTS TO BELLE TERRE PKWY. AT MARKET AVE/EASTWOOD DRIVE; 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, DRMP, Inc., provides design services for improvements to Belle Terre Pkwy at Market Ave/Eastwood Drive, the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve a work order with DRMP, Inc., for design services for improvements to Belle Terre Pkwy at Market Ave/Eastwood Drive.

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

SECTION 1. APPROVAL OF CONTRACT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the work order with DRMP, 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 16th day January 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Work Order DRMP Design Services

Approved as to form and legality

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



WORK ORDER
City of Palm Coast (Buyer)
Purchase Order #: _____

Supplier Name: DRMP, Inc.	Date: 01/02/2018
Address: 941 Lake Baldwin Lane	Bid #: CD-CME-18-03
City, State & Zip: Orlando, FL 32814	Project: Belle Terre Pkwy and Market Ave/Eastwood Drive. Council Approval Date:

TOTAL COST: 82,625.00

ATTACHMENTS TO THIS WORK ORDER:

- ☒ Description of Services
- ☐ Drawings/Plans/Specifications
- ☐ Special Conditions
- ☒ Rate Schedule

METHOD OF COMPENSATION:

- ☒ Fixed Fee Basis
- ☐ Not To Exceed
- ☐ Unit Price

TIME FOR COMPLETION: The obligation of SUPPLIER to provide services to CITY shall commence upon execution of this Work Order (WO) by the parties and services shall be completed by September 31, 2018. Failure to meet the completion date may be grounds for termination of this WO and the underlying Master Services Agreement (MSA) for default. Time is of the essence.

INCORPORATION BY REFERENCE; CONFLICT. The provisions of the MSA are hereby expressly incorporated by reference into and made a part of this WO. In the event of a conflict between the terms and conditions of the MSA and this WO, the terms of the MSA shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this WO and any attachments, the terms of this WO 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 2nd day of January, 2018, for the purposes stated herein.

SUPPLIER APPROVAL

By: 
Printed Name Donald Brown

Date: January 2, 2018
Title Project Manager

CITY OF PALM COAST APPROVAL

By: _____
ASED DIRECTOR OR DESIGNEE

Date: _____

Project Mgr. Initials: _____

Section 1
City of Palm Coast
Belle Terre Pkwy Signal & Right-Turn Lane at Eastwood/Market
General Description of Services

A PURPOSE

The City of Palm Coast (City) is seeking professional services for design and construction plans for the installation of a signal and right-turn lane at the intersection of Belle Terre Parkway and Market Ave./Eastwood Drive.

1. Background/Description (Purpose and Need):

The Belle Terre Pkwy intersection with Market Ave./Eastwood Drive is currently not signalized. It includes a southbound left-turn lane and northbound right-turn lane from Belle Terre to Market Ave. with pedestrian north/south pedestrian crossing of Market Ave. and Eastwood Drive. The northeast quadrant includes a commercial development and the west side of Belle Terre is residential. The new signalized intersection is needed to provide safe pedestrian access across Belle Terre. The southbound right-turn lane reduces the impediment to thru traffic caused by vehicles slowing to turn onto Eastwood Drive and increases safety providing a refuge for turning movements blocked by pedestrians in the cross walks.

B OBJECTIVE

The general objective is for the Consultant to prepare a separate set of construction plans for the intersection to be used by the City and Contractors to completely construct the proposed improvements, and by the City to ensure the project is built as designed and to specifications. The consultant is expected to apply for and obtain all necessary permits, including, but not limited to SJRWMD, USACOE, FDEP and FDOT Right-of-Way Utilization Permit. The City will be responsible for any fees associated with the required permits. The design will include the following roadway and sidewalk design, signing and pavement marking, signalization, structural design for mast arms, drainage design, utility coordination, surveying and geotechnical analysis. Utility design for unavoidable impacts and R/W mapping for takes or construction easements is not included. The project is anticipated to meet all criteria for a permit exemption from the SJRWMD.

TOTAL FEE ESTIMATE FOR ALL PROJECTS: \$82,625.00

All plans and design documents are to be prepared with Standard English values in accordance with all applicable FDOT manuals and guidelines.

C PROJECT SCHEDULE

TBD based on new contract or inclusion as SA with Belle Terre Corridor Improvements.

Fee Sheet - Prime

Estimator: D.Brown

Name of Project: Belle Terre Pkwy. @ Eastwood Dr/ Market Ave intersection improvements
 County: Flagler
 FPN:
 FAP No.:

Consultant Name: DRMP
 Consultant No.:
 Date: 11/21/2017
 Estimator: D.Brown

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Department Manager	Senior Project Manager III	Engineer VI	Engineer V	Engineer IV	Engineering Technician IV	Designer IV	Environmental Scientist III	Senior Ecologist	Administrative Support III		SH	Salary	Average
		\$220.00	\$170.00	\$115.00	\$105.00	\$95.00	\$85.00	\$115.00	\$100.00	\$120.00	\$70.00		By Activity	Cost By Activity	Rate Per Task
3. Project General and Project Common Tasks	66.00	0.00	40.00	0.00	0.00	0.00	23.00	0.00	0.00	0.00	3.00		66.00	\$8,965	\$135.83
4. Roadway Analysis	57.00	3.00	3.00	0.00	23.00	0.00	28.00	0.00	0.00	0.00	0.00		57.00	\$5,965	\$104.65
5. Roadway Plans	88.00	3.00	4.00	0.00	46.00	0.00	35.00	0.00	0.00	0.00	0.00		88.00	\$9,145	\$103.92
6. Drainage Analysis	32.00	0.00	8.00	0.00	0.00	0.00	24.00	0.00	0.00	0.00	0.00		32.00	\$3,400	\$106.25
7. Utilities	32.00	2.00	2.00	0.00	12.00	0.00	0.00	16.00	0.00	0.00	0.00		32.00	\$3,880	\$121.25
8. Environmental Permits, Compliance & Clearances															
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	11.00	0.00	3.00	3.00	0.00	4.00	0.00	0.00	0.00	0.00	0.00		10.00	\$1,235	\$123.50
10. Structures - Bridge Development Report															
11. Structures - Temporary Bridge															
12. Structures - Short Span Concrete Bridge															
13. Structures - Medium Span Concrete Bridge															
14. Structures - Structural Steel Bridge															
15. Structures - Segmental Concrete Bridge															
16. Structures - Movable Span															
17. Structures - Retaining Walls															
18. Structures - Miscellaneous	64.00	0.00	19.00	19.00	0.00	26.00	0.00	0.00	0.00	0.00	0.00		64.00	\$7,885	\$123.20
19. Signing & Pavement Marking Analysis	67.00	0.00	3.00	34.00	0.00	30.00	0.00	0.00	0.00	0.00	0.00		67.00	\$7,270	\$108.51
20. Signing & Pavement Marking Plans	18.00	0.00	1.00	9.00	0.00	0.00	8.00	0.00	0.00	0.00	0.00		18.00	\$1,885	\$104.72
21. Signalization Analysis	64.00	0.00	3.00	32.00	0.00	29.00	0.00	0.00	0.00	0.00	0.00		64.00	\$6,945	\$108.52
22. Signalization Plans	20.00	0.00	1.00	11.00	0.00	0.00	9.00	0.00	0.00	0.00	0.00		21.00	\$2,200	\$104.76
23. Lighting Analysis															
24. Lighting Plans															
25. Landscape Architecture Analysis															
26. Landscape Architecture Plans															
27. Survey (Field & Office Support)															
28. Photogrammetry															
29. Mapping															
30. Geotechnical															
31. Architecture Development															
32. Noise Barriers Impact Design Assessment															
33. Intelligent Transportation Systems Analysis															
34. Intelligent Transportation Systems Plans															
Total Staff Hours	519.00	8.00	87.00	108.00	81.00	89.00	127.00	16.00	0.00	0.00	3.00		519.00		
Total Staff Cost		\$1,760.00	\$14,790.00	\$12,420.00	\$8,505.00	\$8,455.00	\$10,795.00	\$1,840.00	\$0.00	\$0.00	\$210.00			\$58,775.00	\$113.25

Survey Field Days by Subconsultant
 3 - Person Crew:

SALARY RELATED COSTS: \$58,775.00
 OVERHEAD: 0% \$0.00
 OPERATING MARGIN: 0% \$0.00
 FCCM (Facilities Capital Cost Money): 0.00% \$0.00
 EXPENSES: \$0.00

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SUBTOTAL #1 ESTIMATED FEE: \$58,775.00

Subconsultant: DRMP Survey \$21,095.00
 Subconsultant: Universal Eng. \$2,755.00

SUBTOTAL #2 ESTIMATED FEE: \$23,850.00

GRAND TOTAL ESTIMATED FEE: \$82,625.00
 Optional Services(R/W Mapping): \$0.00

Fee Sheet - DRMP Survey

Estimator: William Moss

Name of Project: Belle Terre Pkwy. @ Eastwood Dr/ Market Ave intersection improvements
 County: Flagler
 FPN:
 FAP No.:

Consultant Name: DRMP
 Consultant No.:
 Date: 11/21/2017
 Estimator: Randy Tompkins, PSM

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Senior Survey & Mapper	Surveyor and Mapper	Survey Technician	Survey Clerical									SH	Salary	Average
		\$180.00	\$135.00	\$95.00	\$70.00									By Activity	Cost By Activity	Rate Per Task
Project Common and General Tasks			18	41	3									69	\$7,795	\$112.97
Roadway Analysis																
Roadway Plans																
Drainage Analysis																
Utilities																
Env. Permits, Compliance & Clearances																
Structures - Summary, Misc. Tasks, Dwgs.																
BDR																
Temporary Bridge																
Short Span Concrete Bridge																
Medium Span Concrete Bridge																
Structural Steel Bridge																
Segmental Concrete Bridge																
Movable Span																
Retaining Walls																
Miscellaneous Structures																
Signing & Pavement Marking Analysis																
Signing & Pavement Marking Plans																
Signalization Analysis																
Signalization Plans	0															
Lighting Analysis																
Lighting Plans																
Landscape Architecture Analysis																
Landscape Architecture Plans																
Survey - Field and Office Support	69															
Photogrammetry																
Mapping																
Geotechnical																
Architecture Development																
Noise Barriers Impact Design Assessment																
ITS Analysis																
ITS Plans																
Total Staff Hours	69	7	18	41	3								69			
Total Staff Cost		\$1,260.00	\$2,430.00	\$3,895.00	\$210.00										\$7,795.00	\$112.97

Survey Field Days by Subconsultant
 3 - Person Crew:

Notes:

- This sheet to be used by Prime Consultant to calculate the Grand Total fee.
- Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.
- Survey Crew days are based on a 3 Man Crew 10 Hour Day

SALARY RELATED COSTS:				Check =	\$7,795.00	\$7,795.00
OVERHEAD:		0%				\$0.00
OPERATING MARGIN:		0%				\$0.00
FCCM (Facilities Capital Cost Money):		0.00%				\$0.00
EXPENSES:		0.00%				\$0.00
Survey (Field - if by Prime)	7	3-man crew days @	\$ 1,500.00 / day			\$10,500.00
SUE Designates	2	3-man crew days @	\$ 1,400.00 / day			\$2,800.00
SUE Clearance Holes	4	3-man crew days @	\$ 2,050.00 / day			\$8,200.00
SUBTOTAL ESTIMATED FEE:						\$21,095.00
R/W Mapping Optional Services						\$0.00

3. Project General Task

Estimator: D.Brown

Belle Terre Pkwy. @ Eastwood Dr/ Market Ave intersection improvements

Updated 080818

NA

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					N/A
3.1.1	Community Awareness Plan	LS	1	0	0	N/A
3.1.2	Notifications	LS	1	0	0	N/A
3.1.3	Prepare Mailing Lists	LS	1	0	0	N/A
3.1.4	Median Modification Letters	LS	1	0	0	N/A
3.1.5	Driveway Modification Letters	LS	1	0	0	N/A
3.1.6	Newsletters	LS	1	0	0	N/A
3.1.7	Renderings and Fly Throughs	LS	1	0	0	N/A
3.1.8	PowerPoint Presentation	LS	1	0	0	N/A
3.1.9	Public Meeting Preparations	LS	1	0	0	N/A
3.1.10	Public Meeting Attendance/Followup	LS	1	0	0	N/A
3.1.11	MPO Meetings	LS	1	0	0	N/A
3.1.12	Web Site	LS	1	0	0	N/A
3.1 Public Involvement Subtotal					0	
3.2	Joint Project Agreements	EA	0	0	0	N/A
3.3	Specifications Package Preparation	LS	1	0	0	NOT Included - City to provide if necessary
3.4	Contract Maintenance	LS	1	28	28	6 months @ 4hrs/month plus set-up
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	N/A
3.6	Prime Consultant Project Manager Meetings	LS	1	14	14	See listing below

3. Project General Task

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.7	Plans Update	LS	1	0	0	N/A
3.8	Post Design Services	LS	1	0	0	N/A
3.9	Electronic Delivery	LS	1	8	8	Provide a PDF of the signed and sealed construction plans; Provide CADD files to City
3.10	Other Project General Tasks	LS	1	16	16	final delivery
3. Project Common and Project General Tasks Total					66	

3.6 - List of Project Manager Meetings 0

Roadway Analysis	EA	0	0	0	
Drainage	EA	0	0	0	
Utilities	EA	0	0	0	
Environmental	EA	0	0	0	
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	0	0	
Landscape Architecture	EA	0	0	0	
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	
Geotechnical	EA	1	4	4	mast arm boring coordination
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Progress Meetings	EA	1	5	5	1 meeting with City
Phase Reviews	EA	0	0	0	
Field Reviews	EA	1	5	5	1 field review

Total Project Manager Meetings	3	14
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3. Project General Task

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
----------	------	-------	-------------	-------------	-------------	----------

Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to column D except for Photogrammetry.

4. Roadway Analysis

Estimator: D.Brown

Belle Terre Pkwy. @ Eastwood Dr/ Market Ave intersection improvements
NA

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	0	0	N/A
4.2	Pavement Design Package	LS	1	0	0	Use minimum standard design
4.3	Access Management	LS	1	0	0	N/A
4.4	Horizontal/Vertical Master Design Files	LS	1	24	24	layout of right turn lane includes layout of sidewalk on SW quadrant; CCR landings for all quadrants and potential of sidewalk realignment adjacent to the right turn lane and adjustment to the driveway within widening limits
4.5	Cross Section Design Files	LS	1	0	0	N/A
4.6	Traffic Control Analysis	LS	1	8	8	Handled with FDOT indexes and Plan sheet
4.7	Master TCP Design Files	LS	1	0	0	N/A
4.8	Design Variations and Exceptions	LS	1	0	0	N/A
4.9	Design Report	LS	1	0	0	not applicable
4.10	Computation Book & Quantities	LS	1	0	0	Included under task 5
4.11	Cost Estimate	LS	1	4	4	(1 estimate ~ 1st est = 4 hrs)
4.12	Technical Special Provisions	LS	1	0	0	not applicable
4.13	Other Roadway Analysis	LS	1	8	8	respond to City comments
Roadway Analysis Technical Subtotal					44	
4.14	Field Reviews	LS	1	8	8	1 field review
4.15	Technical Meetings	LS	1	0	0	Meetings are listed below
4.16	Quality Assurance/Quality Control	LS	%	5%	2	

4. Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.17	Independent Peer Review	LS	%	0%	0	
4.18	Supervision	LS	%	5%	2	
Roadway Analysis Nontechnical Subtotal					12	
4.19	Coordination	LS	%	2%	1	
4. Roadway Analysis Total					57	

4. Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
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Technical Meetings

				0		
Typical Section	EA	0	0	0		
Pavement	EA	0	0	0		
Access Management	EA	0	0	0		
15% Line and Grade	EA	0	0	0		
Driveways	EA	0	0	0		
Local Governments (cities, counties, MPO)	EA	0	0	0		see below
Work Zone Traffic Control	EA	0	0	0		
30/60/90/100% Comment Review Meeting:	EA	0	0	0		
Other Meetings	EA	0	0	0		

Subtotal Technical Meetings

Progress Meetings (if required by FDOT)	EA	0	0	0		
Phase Review Meetings	EA	0	0	0		

Total Meetings

Carries to 4.15

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

5. Roadway Plans

Estimator: D.Brown

Belle Terre Pkwy. @ Eastwood Dr/ Market Ave intersection improvements
NA

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	1	4	1	4	One Key Sheet to include signing and pavement marking plans and signal plans
5.2	Summary of Pay Items		Sheet	1	4	1	4	
5.3	Drainage Map		Sheet	0	0	0	0	
5.4	Interchange Drainage Map		Sheet	0	0	0	0	
5.5	Typical Section Sheets		Sheet	1	8	1	8	1 sheet
5.6	General Notes/Pay Item Notes		Sheet	1	4	1	4	
5.7	Summary of Quantities		Sheet	1	8	1	8	1 sheet using FDOT pay item; includes City of Palm Coast general notes; No computation booklet
5.8	Box Culvert Data Sheet		Sheet	0	0	0	0	
5.9	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	
5.10	Summary of Drainage Structures		Sheet	0	0	0	0	
5.11	Optional Pipe/Culvert Material		Sheet	0	0	0	0	
5.12	Project Layout		Sheet	0	0	0	0	
5.13	Plan/Profile Sheet		Sheet	0	0	0	0	
5.14	Profile Sheet		Sheet	0	0	0	0	
5.15	Plan Sheet	40	Sheet	2	4	2	8	2 sheets; turn lane and intersection
5.16	Special Profile		Sheet	0	0	0	0	

5. Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.17	Back of Sidewalk Profile Sheet		Sheet	0	0	0	0	
5.18	Interchange Layout Sheet		Sheet	0	0	0	0	
5.19	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	
5.20	Intersection Layout Details		LS	0	0	0	0	
5.21	Miscellaneous Detail Sheets		Sheet	1	0	1	0	included on typical sheet
5.22	Drainage Structure Sheet (Per Structure)		EA	4	3	4	12	Includes placement of 2 proposed structures and modification of 2 existing structures
5.23	Miscellaneous Drainage Detail Sheets		Sheet	0	0	0	0	
5.24	Lateral Ditch Plan/Profile		Sheet	0	0	0	0	
5.25	Lateral Ditch Cross Sections		EA	0	0		0	
5.26	Retention/Detention Ponds Detail Sheet		Sheet	0	0	0	0	
5.27	Retention Pond Cross Sections		EA	0	0		0	
5.28	Cross-Section Pattern Sheet		Sheet	0	0	0	0	
5.29	Roadway Soil Survey Sheet		Sheet	0	0	0	0	
5.30	Cross Sections		EA	10	2	0	20	xsections at 50 foot interval for design details
5.31	Traffic Control Plan Sheets		Sheet	1	8	1	8	1 plan sheet expected; handled with FDOT index and general phasing notes
5.32	Traffic Control Cross Section Sheets		EA	0	0		0	
5.33	Traffic Control Detail Sheets		Sheet	0	0	0	0	
5.34	Utility Adjustment Sheets		Sheet	0	0	0	0	n/a
5.35	Selective Clearing and Grubbing		Sheet	0	0	0	0	

5. Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.36	Erosion Control Plan		Sheet	1	4	1	4	Handled with details and summary of quantities
5.37	SWPPP		Sheet	0	0	0	0	exemption letter expected
5.38	Project Control Network Sheet		Sheet	0	0	0	0	n/a
5.39	Environmental Detail Sheets		LS	0	0		0	n/a
5.40	Utility Verification Sheet (SUE Data)		Sheet	0	0	0	0	n/a
Roadway Plans Technical Subtotal						14	80	
5.41	Quality Assurance/Quality Control		LS	%	5%		4	
5.42	Supervision		LS	%	5%		4	
5. Roadway Plans Total						14	88	

6. Drainage Analysis

Estimator: D.Brown

Belle Terre Pkwy. @ Eastwood Dr/ Market Ave intersection improvements
NA

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.1	Determine Base Clearance Water Elevation	Per Location	0	0	0	
6.2	Pond Siting Analysis and Report	Per Basin	0	0	0	
6.3	Design of Cross Drains	EA	0	0	0	
6.4	Design of Roadway Ditches	Per Ditch Mile	1	4	4	Ditch capacity analysis. Includes research for existing plans to establish flow direction.
6.5	Design of Outfalls	EA	0	0	0	
6.6	Design of Stormwater Management Facility (Offsite Pond)	LS	0	0	0	
6.7	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond or Infield)	Per System	0	0	0	
6.8	Design of Flood Plain Compensation Area	Per Encroachment	0	0	0	n/a
6.9	Design of Storm Drains	EA	4	3	12	Includes placement of 2 proposed structures and modification of 2 existing structures
6.10	Optional Culvert Material	LS	0	0	0	
6.11	French Drain Systems	Per 1000 Feet of French Drain	0	0	0	
6.12	Drainage Wells	EA	0	0	0	
6.13	Drainage Design Documentation Report	LS	1	4	4	Conveyance calculations
6.14	Bridge Hydraulic Report	EA	0	0	0	
6.15	Temporary Drainage Analysis	LS	1	0	0	
6.16	Cost Estimate	LS	1	2	2	
6.17	Technical Special Provisions	LS	1	0	0	
6.18	Other Drainage Analysis	LS	1	0	0	
Drainage Analysis Technical Subtotal					22	

6. Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.19	Field Reviews	LS	1	8	8	
6.20	Technical Meetings	LS	1	0	0	Meetings are listed below
6.21	Quality Assurance/Quality Control	LS	%	5%	1	
6.22	Independent Peer Review	LS	%	0%	0	
6.23	Supervision	LS	%	5%	1	
Drainage Analysis Nontechnical Subtotal					10	
6.24	Coordination	LS	%	0%	0	
6. Drainage Analysis Total					32	

Technical Meetings

Base Clearance Water Elevation	EA	0	0	0
Pond Siting	EA	0	0	0
Agency	EA	0	0	0
Local Governments (cities, counties)	EA	0	0	0
FDOT Drainage	EA	0	0	0
Other Meetings	EA	0	0	0

Subtotal Technical Meetings				0
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Progress Meetings (if required by FDOT)	EA	0	0	0
Phase Review Meetings	EA	0	0	0

Total Meetings				0
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Carries to 6.20

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 7: Utilities

Estimator:

Belle Terre Pkwy. @ Eastwood Dr/ Market Ave intersection improvements

NA

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Kickoff Meeting	LS	1	0	0	
7.2	Identify Existing UAO(s)	LS	1	4	4	
7.3	Make Utility Contacts	LS	1	4	4	
7.4	Exception Coordination	LS	1	0	0	
7.5	Preliminary Utility Meeting	LS	1	0	0	
7.6	Individual/Field Meetings	LS	1	0	0	
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	8	8	
7.8	Subordination of Easements Coordination	LS	1	0	0	
7.9	Utility Design Meeting	LS	1	0	0	
7.10	Review Utility Markups and Work Schedules, and Processing of Schedules and Agreements	LS	1	8	8	
7.11	Utility Coordination/Followup	LS	1	4	4	
7.12	Utility Constructability Review	LS	1	0	0	
7.13	Additional Utility Services	LS	1	0	0	
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	
7.15	Contract Plans to UAO(s)	LS	1	0	0	
7.16	Certification/Close-Out	LS	1	4	4	
7.17	Other Utilities	LS	1	0	0	
7. Utilities Total					32	

Project Activity 7: Utilities

Technical Meetings

Kickoff	EA	1
Preliminary Meeting	EA	0
Individual UAO Meetings	EA	0
Field Meetings	EA	2
Design Meeting	EA	1
Other Meetings	EA	0

Total Technical Meetings		4
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9. Structure Summary

Estimator: MEM

Terre Pkwy. @ Eastwood Dr/ Market Ave intersection improvements
NA

Task No.	Task	Units	Design and Production Staffhours				Comments				
			No. of Units	Hours per Unit	No. of Sheets	Total					
	General Drawings										
9.1	Index of Drawings	Sheet	0	0	0	0					
9.2	Project Layout	Sheet	0	0	0	0					
9.3	General Notes and Bid Item Notes	Sheet	0	0	0	0					
9.4	Miscellaneous Common Details	Sheet	0	0	0	0					
9.5	Incorporate Report of Core Borings	Sheet	0	0	0	0					
9.6	Existing Bridge Plans	LS	0	0		0					
9.7	Assemble Computation Book and Quantities	LS	0	0		0					
9.8	Cost Estimate	LS	0	0		0					
9.9	Technical Special Provisions	LS	0	0		0					
Structures - Summary and Miscellaneous Tasks and Drawings Subtotal					0	0					
Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10-16		0	0	0	0	0	0	0	0		
17	Retaining Walls	0								0	
18	Miscellaneous Structures	64									64
Structures Technical Subtotals		64	0	0	0	0	0	0	0	0	64

9. Structure Summary

Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments
9.10	Field Reviews	LS	0	0	0	N/A
9.11	Technical Meetings	LS	1	2	2	Meetings are listed below
9.12	Quality Assurance/Quality Control	LS	%	5%	3	
9.13	Independent Peer Review	LS	%	0%	0	N/A
9.14	Supervision	LS	%	5%	3	
Structures Nontechnical Subtotal					8	
9.15	Coordination	LS	%	4%	3	Traffic, Geotechnical
9. Structures - Summary and Miscellaneous Tasks and Drawings Nontechnical and Coordination Total					11	

Technical Meetings

BDR Coordination/Review	EA	0	0	0
90/100% Comment Review	EA	0	0	0
Aesthetics Coordination	EA	0	0	0
Regulatory Agency	EA	0	0	0
Local Governments (cities, counties)	EA	0	0	0
Utility Companies	EA	0	0	0
Other Meetings	EA	0	0	0
Subtotal Technical Meetings				0

Progress Meetings	EA	0	0	0	
Phase Review Meetings	EA	1	2	2	Assume 1 phase review with comment/response

Total Meetings				2	
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Carries to 9.11

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3.

18. Structures-Miscellaneous

Estimator: MEM

Belle Terre Pkwy. @ Eastwood Dr/ Market Ave intersection improvements
NA

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Concrete Box Culvert						
18.1	Concrete Box Culverts	EA	0	0	0	0	
18.2	Concrete Box Culverts Extensions	EA Extension	0	0	0	0	
	Strain Poles						
18.3	Steel Strain Poles	Initial Config	0	0	0	0	
		EA Add'l Config	0	0	0	0	
18.4	Concrete Strain Poles	Initial Config	0	0	0	0	
		EA Add'l Config	0	0	0	0	
	Mast Arms						
18.5	Mast Arms	EA Pole	4	16	1	64	4 mast arm designs using the FDOT Design Standards (includes plans) (16 hrs ea.) Assumes MastArm Mathcad will need to be run due to heavy loading and/or poor soils. Drilled shaft foundations are anticipated.
	Overhead/Cantilever Sign Structures						
18.6	Cantilever Sign Structures	EA Design	0	0	0	0	
18.7	Overhead Span Sign Structures	EA Design	0	0	0	0	
18.8		EA Design	0	0	0	0	
18.9	Monotube Overhead Sign Structure	EA Design	0	0	0	0	
18.10	Bridge Mounted Signs (Attached to Superstr.)	EA Design	0	0	0	0	
	High Mast Lighting						

18. Structures-Miscellaneous

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
18.11	High Mast Lighting Structures	EA Design	0	0	0	0	
Sound Barrier Walls (Ground Mount)							
18.12	Horizontal Wall Geometry	EA Wall	0	0	0	0	
18.13	Vertical Wall Geometry	EA Wall	0	0	0	0	
18.14	Summary of Quantities - Aesthetic Requirements	Sheet	0	0	0	0	
18.15	Control Drawings	Sheet	0	0	0	0	
18.16	Design for Wall Height Covered by Standards	EA Design	0	0	0	0	
18.17	Design for Wall Height Not Covered by Standards	EA Design	0	0	0	0	
18.18	Aesthetic Details	LS	0	0	0	0	
Special Structures							
18.19	Fender System	LS	0	0		0	
18.20	Fender System Access	LS	0	0		0	
18.21	Special Structures	LS	0	0		0	
18.22	Other Structures	LS	0	0		0	
18. Structures - Miscellaneous Total					1	64	

19. Signing & Marking Analysis

Estimator: William Moss

Belle Terre Pkwy. @ Eastwood Dr/ Market Ave intersection improvements
#REF!

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	
19.2	No Passing Zone Study	LS	1	0	0	
19.3	Reference and Master Design File	LS	1	40	40	plan setup layout of left turn lane addition 30hrs for set up 10 for intersection markings
19.4	Multi-Post Sign Support Calculations	EA	0	0	0	
19.5	Sign Panel Design Analysis	EA	0	0	0	
19.6	Sign Lighting/Electrical Calculations	EA	1	0	0	
19.7	Quantities	LS	1	4	4	1 submittial
19.8	Computation Book	LS	1	0	0	
19.9	Cost Estimate	LS	1	2	2	1 estimate
19.10	Technical Special Provisions	LS	1	0	0	
19.11	Other Signing and Pavement Marking	LS	1	0	0	
Signing and Pavement Marking Analysis Technical Subtotal					46	
19.12	Field Reviews	LS	1	16	16	2 person 8 hours to include signal field review
19.13	Technical Meetings	LS	1	0	0	Meetings are listed below
19.14	Quality Assurance/Quality Control	LS	%	5%	2	
19.15	Independent Peer Review	LS	%	0%	0	
19.16	Supervision	LS	%	5%	2	
Signing and Pavement Marking Analysis Nontechnical Subtotal					20	

19. Signing & Marking Analysis

19.17	Coordination	LS	%	2%	1	
19. Signing and Pavement Marking Analysis Total					67	

Technical Meetings

Sign Panel Design	EA	0	0	0
Queue Length Analysis	EA	0	0	0
Local Governments (cities, counties)	EA	0	0	0
Other Meetings	EA	0	0	0

Subtotal Technical Meetings				0
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Progress Meetings	EA	0	0	0
Phase Review Meetings	EA	0	0	0

Total Meetings				0
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Carries to 19.13

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

20. Signing & Marking Plans

Estimator: William Moss

Belle Terre Pkwy. @ Eastwood Dr/ Market Ave intersection improvements
#REF!

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	0	0	0	0	roadway plans Keysheet
20.2	Summary of Pay Items Including CES Input		LS	0	0		0	
20.3	Tabulation of Quantities		Sheet	1	6	1	6	sheet included on roadway plan set
20.4	General Notes/Pay Item Notes		Sheet	1	2	1	2	sheet included on roadway plan set
20.5	Project Layout		Sheet	0	0	0	0	
20.6	Plan Sheet		Sheet	2	4	2	8	sheet included on roadway plan set
20.7	Typical Details		EA	0	0		0	
20.8	Guide Sign Worksheet(s)		EA	0	0		0	
20.9	Traffic Monitoring Site		EA	0	0		0	
20.10	Cross Sections		EA	0	0		0	
20.11	Special Service Point Details		EA	0	0		0	
20.12	Special Details		LS	1	0		0	
20.13	Interim Standards		LS	1	0		0	
Signing and Pavement Marking Plans Technical Subtotal						4	16	
20.14	Quality Assurance/Quality Control		LS	%	5%		1	
20.15	Supervision		LS	%	5%		1	
20. Signing and Pavement Marking Plans Total						4	18	

21. Signalization Analysis

Estimator: JWH

Belle Terre Pkwy. @ Eastwood Dr/ Market Ave intersection improvements
#REF!

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
21.1	Traffic Data Collection	LS	1	0	0	
21.2	Traffic Data Analysis	PI	1	8	8	Development of signal timing
21.3	Signal Warrant Study	LS	1	0	0	
21.4	System Timings	LS	1	0	0	
21.5	Reference and Master Signalization Design File	PI	1	40	40	signal design layout for Belle Terre Pkwy at Eastwood Dr./Market Ave
21.6	Reference and Master Interconnect Communication Design File	LS	1	0	0	
21.7	Overhead Street Name Sign Design	EA	1	2	2	"Belle Terre Pkwy" "Eastwood Dr / Market Ave.
21.8	Pole Elevation Analysis	LS	1	2	2	1 intersection 4 poles
21.9	Traffic Signal Operation Report	LS	1	0	0	
21.10	Quantities	LS	1	4	4	1 intersection
21.11	Cost Estimate	LS	1	2	2	1 estimate
21.12	Technical Special Provisions	LS	1	0	0	
21.13	Other Signalization Analysis	LS	1	0	0	
Signalization Analysis Technical Subtotal					58	
21.14	Field Reviews	LS	1	0	0	Included SPM
21.15	Technical Meetings	LS	1	0	0	
21.16	Quality Assurance/Quality Control	LS	%	5%	3	
21.17	Independent Peer Review	LS	%	0%	0	
21.18	Supervision	LS	%	5%	3	
Signalization Analysis Nontechnical Subtotal					6	
21.19	Coordination	LS	%	2%	0	
21. Signalization Analysis Total					64	

21. Signalization Analysis

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
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Technical Meetings

FDOT Traffic Operations	EA	1	5	5	FDOT Permitting
FDOT Traffic Design	EA	0	0	0	
Power Company (service point coordination)	EA	0	0	0	
Maintaining Agency (cities, counties)	EA	0	0	0	
Railroads	EA	0	0	0	
Other Meetings	EA	0	0	0	

Subtotal Technical Meetings

5

Progress Meetings	EA	0	0	0
Phase Review Meetings	EA	0	0	0

Total Meetings

5

Carries to 21.15

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

22. Signalization Plans

Estimator: JWH

Belle Terre Pkwy. @ Eastwood Dr/ Market Ave intersection improvements

#REF!

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
22.1	Key Sheet		Sheet	0	0	0	0	included under roadway set
22.2	Summary of Pay Items		Sheet	0	0	0	0	
22.3	Tabulation of Quantities		Sheet		4	0	0	included under roadway set
22.4	General Notes/Pay Item Notes		Sheet		4	0	0	included under roadway set
22.5	Plan Sheet		Sheet	1	4	1	4	1 sheet for Belle Terre Prwy @ Eastwood Dr./Market Ave.
22.6	Interconnect Plans		Sheet	0	0	0	0	
22.7	Traffic Monitoring Site		EA	0	0		0	
22.8	Guide Sign Worksheet		EA	2	2		4	2 signs panels on one sheet needed.
22.9	Special Details		Sheet	0	0	0	0	
22.10	Special Service Point Details		EA	0	0		0	
22.11	Mast Arm/Monotube Tabulation Sheet		PI	1	2		2	1 intersection 4 poles expected
22.12	Strain Pole Schedule		PI	0	0		0	
22.13	TCP Signal (Temporary)		EA	0	0		0	
22.14	Temporary Detection Sheet		PI	0	0		0	
22.15	Utility Conflict Sheet		Sheet	1	8	1	8	Based on SUE reports
22.16	Interim Standards		LS	1	0		0	
Signalization Plans Technical Subtotal						2	18	
22.17	Quality Assurance/Quality Control		LS	%	5%		1	
22.18	Supervision		LS	%	5%		1	
22. Signalization Plans Total						2	20	

27. Survey

Estimator: Randy Tompkins, PSM

N/A

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.01	Horizontal Project Control (HPC)									
	2-Lane Roadway	Mile			0.00		0.00		0.00	Establish property control utilizing GPS RTK. Horizontal geodetic control points will be set throughout the project limits as needed.
	Multi-lane Roadway	Mile	1.00	0.50	0.50	1.25	0.63	4.00	2.00	
	Interstate	Mile			0.00		0.00		0.00	
27.02	Vertical PC / Bench Line									
	2-Lane Roadway	Mile			0.00		0.00		0.00	Establish vertical control points. Set bench marks as needed throughout project limits, minimum 1 one each leg of the intersection.
	Multi-lane Roadway	Mile	1.00	0.33	0.33	1.25	0.41	4.00	1.32	
	Interstate	Mile			0.00		0.00		0.00	
27.03	Alignment and Existing R/W Lines									
		Mile	1.00	1.00	1.00	1.25	1.25	12.00	12.00	Establish a baseline of survey and right of way lines for East Hampton and Belle Terre throughout the project limits for use by the design engineer and to be used during construction.
27.04	Aerial Targets			Units/Day						
	2-Lane Roadway	EA			0.00		0.00		0.00	N/A
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
27.05	Reference Points	"A"		Units/Day						
	2-Lane Roadway	EA			0.00		0.00		0.00	Stake and reference Baseline Survey Points, Points set at centerline intersection and one (1) west on East Hampton Boulevard.
	Multi-lane Roadway	EA	1.00	3.00	0.33	1.25	0.42	3.00	1.00	
	Interstate	EA			0.00		0.00		0.00	
	Reference Points	"B"		Units/Day						
	Non Alignment Points/Approximate	EA			0.00		0.00		0.00	N/A

27. Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.06	Site Layout									N/A
		EA			0.00		0.00		0.00	
27.07	Topography/DTM (3D)									Provide full 3D DTM topographic survey through the project limits. As shown on provided Sketch
		EA	1.00	3.00	3.00	3.00	9.00	4.00	12.00	
27.08	Topography/DTM (2D)									N/A
		EA	0.00	0.00	0.00		0.00		0.00	
		Mile			0.00	0.00	0.00	0.00	0.00	0.00
27.09	Side Street Surveys									N/A
		EA			0.00		0.00		0.00	
27.10	Underground Utilities									Designate utilities for the project limits. 5 utilities (2.0 days budgeted). 4 Clearance hole are budgeted at the request of the engineer.
	Designates	Mile/Site	1.00	2.00	2.00	1.25	2.50	2.00	4.00	
	Locates	Point	4	1	4.00	1.00	4.00	1.00	4.00	
	Survey		30%	2.00	0.60	1.25	0.75	3.00	1.80	
27.11	Outfall Survey									N/A
		Mile			0.00		0.00		0.00	
27.12	Drainage Survey			Units/Day						N/A
		EA			0.00		0.00		0.00	
27.13	Bridge Survey									N/A
	Minor / Major	EA			0.00		0.00		0.00	

27. Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.14	Channel Survey									
		EA			0.00		0.00		0.00	N/A
27.15	Pond Site Survey									
		EA			0.00		0.00		0.00	N/A
27.16	Mitigation Survey									
		Mile			0.00		0.00		0.00	N/A
27.17	Jurisdiction Line Survey									
		Mile			0.00		0.00		0.00	N/A
27.18	Geotechnical Support			Units/Day						
		EA			0.00		0.00		0.00	N/A
27.19	Sectional / Grant Survey									
		Corner			0.00		0.00		0.00	
		Mile			0.00		0.00		0.00	N/A
27.20	Subdivision Location									
		Block	1	0.5	0.50	1.25	0.63	4.00	2.00	Tie subdivision corners for support of sketches and descriptions.
27.21	Maintained R/W									
		Mile			0.00		0.00		0.00	N/A
27.22	Boundary Survey									
		EA			0.00		0.00		0.00	N/A
27.23	Water Boundary Survey									
		EA			0.00		0.00		0.00	N/A

27. Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.24	R/W Staking / R/W Line									N/A
		EA			0.00		0.00		0.00	
		Mile			0.00		0.00		0.00	
27.25	Misc Survey									N/A
		Point			0.00		0.00		0.00	
27.26	Line Cutting									N/A
		Mile			0.00					
27.27	Work Zone Safety									
			0.085	11.76	1.00					
27.28	Miscellaneous Surveys									N/A
					0.00		0.00		0.00	
Survey Subtotal				Crew Days	13	Field Support Hours	20	Office Support Hours	40	
27.29	Supplemental Surveys									THE % FOR SUPPLEMENTAL WILL BE DETERMINED AT NEGOTIATIONS. THIS ITEM CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE DISTRICT SURVEYOR
			0%	5	0		0		0	
27.30	Document Research	Units								Provide document research for the existing utility records.
			4.00						4	
27.31	Field Reviews	Units								
			0.00						0	
27.32	Technical Meetings	LS								
			0.00						0	
27.33	Quality Control / Quality Assurance	LS								
								5%	2	
27.34	Supervision	LS								
								5%	2	
27.35	Coordination	LS								
								3%	1	
27. Survey Total				Crew Days	13	Field Support Hours	20	Office Support Hours	49	

27. Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
Technical Meetings							SPLS =			
							PLS =			
							Office Support =			
							Total Hours =			
	Kickoff Meeting with FDOT	EA	0	0	0				69	
	Baseline Approval Review	EA	0	0	0					
	Network Control Review	EA	0	0	0					
	Vertical Control Review	EA	0	0	0					
	Local Governments (cities, counties)	EA	0	0	0					
	Final Submittal Review	EA	0	0	0					
	Other Meetings	EA	0	0	0					
Subtotal Technical Meetings					0					
	Progress Meetings	EA	0	0	0					
	Phase Review Meetings	EA	0	0	0					
Total Meetings					0					

Note: Survey Crew days are based on a 3 Man Crew 10 Hour Day

Carries to 27.32

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

EXHIBIT I

**Proposed Mast Arms – Belle Terre Parkway and Eastwood Drive/ Market Avenue
Palm Coast, Florida**

**UES Opportunity No. 0430.1117.00020
UES Proposal No. 2017D-923**

November 21, 2017

TASK	QUANTITY	UNIT	COST PER UNIT	TOTAL COST
Site Mobilization	1	Each	\$400.00	\$400.00
Utility Layout/ Coordination	2	Hours	\$90.00	\$180.00
SPT Boring - 2 borings to 40 feet	80	l.f.	\$12.00	\$960.00
Laboratory Testing Allowance	1	l.s.	\$150.00	\$150.00
Geotechnical Engineer - Project Management, Soil Classification, and Report Preparation	10	Hours	\$95.00	\$950.00
Technical Secretary	1	Hour	\$35.00	\$35.00
CADD Services	2	Hours	\$40.00	\$80.00
Total:				\$2,755.00





LOI-CD-CME-18-03 - NEW SIGNAL AT BELLE TERRE PKWY AT MARKET AVENUE/EASTWOOD DRIVE

Project Overview

Project Details	
Reference ID	LOI-CD-CME-18-03
Project Name	NEW SIGNAL AT BELLE TERRE PKWY AT MARKET AVENUE/EASTWOOD DRIVE
Project Owner	Jesse Scott
Project Type	Other
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	The City of Palm Coast is seeking Letters of Interest (LOI-CD-CME-18-03) from firms selected by the City to provide Roadway Design Services per RFQ-CD-CM-14-08. Costs for responding to this (LOI) are entirely the obligation of the consultant(s) and shall not be chargeable in any manner to the City of Palm Coast.
Open Date	Oct 02, 2017 8:00 AM EDT
Close Date	Oct 16, 2017 2:00 PM EDT

Awarded Suppliers	Reason	Score
DRMP	Highest Scores	84.88 pts



Seal status

Requested Information	Unsealed on	Unsealed by
Response	Oct 16, 2017 3:16 PM EDT	Jesse Scott

Conflict of Interest

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

Name	Date Signed	Has a Conflict of Interest?
Carl Cote	Oct 16, 2017 3:23 PM EDT	No
Sean Castello	Oct 24, 2017 5:25 PM EDT	No
Mike Peel	Oct 17, 2017 1:01 PM EDT	No
Donald Schrager	Oct 30, 2017 4:01 PM EDT	No
Jesse Scott	Oct 16, 2017 3:14 PM EDT	No



Project Criteria

Criteria	Points	Description
Project Team	40 pts	Credit shall be given for organization of the Proposer's team, including subconsultants for the staffing of the project, including the key staff's experience and skills relevant to the proposed assignments and teams that have worked together on previous projects. Utilization of in-house staffing will be assessed higher points than subconsultats.
Experience with Similar Projects	15 pts	Projects that involve more of the same team members and most similar to the proposed project will be given more credit, with each project awarded 3 points.
Schedule and Availability	45 pts	Credit shall be given for a comprehensive and logical schedule that minimizes contract duration. Proper attention should be provided to the project's critical path elements.
Required Submittals	Pass/Fail	All documents included.
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Project Team	Experience with Similar Projects	Schedule and Availability	Required Submittals
Supplier	/ 100 pts	/ 40 pts	/ 15 pts	/ 45 pts	Pass/Fail
DRMP	84.88 pts	35 pts	13.88 pts	36 pts	Pass
Lassiter Transportation Group, Inc.	71.63 pts	33 pts	10.5 pts	28.13 pts	Pass



Administrative Services & Economic Development
Central Services Division

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

NOTICE OF INTENT TO AWARD

Project: LOI-CD-CME-18-03 New Signal at Belle Terre Parkway at Market Avenue/Eastwood Drive

Date: November 7, 2017

Appeal Deadline: Appeals must be Filed by 5:00 PM on November 13, 2017

Firm	TOTAL SCORE
DRMP Orlando, FL	84.88
Lassiter Transportation Group, Inc. Ormond Beach, FL	71.63

The intent of the City of Palm Coast is to award LOI-CD-CME-18-03 to DRMP.

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.

City of Palm Coast, Florida

Agenda Item

Agenda Date: 01/16/2018

Department UTILITY Item Key	Amount \$77,000.00 Account # 54029083-063000-85005
Subject RESOLUTION 2018-XX APPROVING PIGGYBACKING THE CITY OF CLEARWATER CONTRACT WITH CONCRETE CONSERVATION, INC. TO PURCHASE WASTEWATER LINER SYSTEMS	
<p>Background : <u>UPDATE FROM THE JANUARY 9, 2018 WORKSHOP</u> This item was heard by City Council at their January 9, 2018 Workshop. There were no changes suggested to this item.</p> <p><u>ORIGINAL BACKGROUND FROM THE JANUARY 9, 2018 WORKSHOP</u> The Utility Wastewater Collection Division identifies and eliminates sources of infiltration and inflow (I&I) into the central sewer system. This is an ongoing program within our division. It is necessary to install a liner system at various locations. This liner system will rehabilitate concrete damaged by hydrogen sulfide gases inside the pump station wet wells. The data generated from the closed circuit television (CCTV) reports identified the gravity sewer manholes that are in need of repairs using the same liner system method. This concrete rehabilitation process consists of surface preparation of the concrete by means of high pressure hydro-blasting. This process removes damaged concrete from the structure with locating leaks around seams or joints of the structure; and plugging leaks with urethane grout. The next step is to rebuild the concrete surface by installing moisture and corrosion barriers of modified polymer. All phases of the liner installation are sprayed on applications and the system carries a 10-year warranty against failure.</p> <p>City staff is recommending that City Council approve piggybacking the City of Clearwater Contract (Bid #14-0025-UT) with Concrete Conservation, Inc. through February 5, 2019 for wastewater liner systems. Piggybacking existing competitively bid contracts is advantageous since the pricing is generally better than what the City could obtain on its own, and the City does not incur the expense and delay of soliciting a bid.</p> <p>Since the underlying contract is an agreement on a per unit price basis (\$174.00 per foot), City staff will make purchases on an as needed basis using budgeted funds appropriated by City Council. The Fiscal Year 2018 Budget includes available funding in the City's Utility budgets to purchase wastewater liner systems. City staff estimate that the City will expend approximately \$77,000 annually under this piggyback contract.</p>	
<p>Recommended Action : Adopt Resolution 2018-XX approving piggybacking the City of Clearwater Contract with Concrete Conservation, Inc. to purchase wastewater liner systems.</p>	

RESOLUTION 2018 - _____
PIGGYBACKING THE CITY OF CLEARWATER CONTRACT WITH
CONCRETE CONSERVATION, INC.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE CITY OF CLEARWATER CONTRACT # 14-0025-UT WITH CONCRETE CONSERVATION, INC. FOR SANITARY SEWER AND MANHOLE REHABILITATION UTILIZING SPECTRASHIELD LINER SYSTEM; 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, Concrete Conservation, Inc. desires to provide for the installation of Spectrashield Liner System for sanitary sewer and manhole rehabilitation to the City of Palm Coast; and

WHEREAS, the City of Palm Coast desires to piggyback contract # 14-0025-UT from the City of Clearwater with Concrete Conservation, Inc. for installing Spectrashield Liner System for the sanitary sewer and manhole rehabilitation.

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

SECTION 1. APPROVAL OF PIGGYBACK CONTRACT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the piggyback contract # 14-0025-UT from the City of Clearwater with Concrete Conservation, Inc. for the installation of Spectrashield Liner System for the Sanitary Sewer and Manhole rehabilitation.

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 9th day of January 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Piggyback Contract with Concrete Conservation, 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

December 13, 2017

Bill Goodman
FL Business Development
Concrete Conservation, Inc.
4527 Sunbeam Road
Jacksonville, FL 32257

**RE: Engagement Letter Authorizing Piggyback
Sanitary Sewer & Manhole rehabilitation**

14-0025-UT

Contract Name

Contract Reference

Dear Bill Goodman,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to ap@palmcoastgov.com. Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:

Rose Conceicao

9C4ED497E51242A...

Rose Conceicao

Risk Management & Contract Coordinator
rconceicao@palmcoastgov.com



please recycle

palmcoastgov.com



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Concrete Conservation, Inc.
Project Name: Sanitary Sewer & Manhole rehabilitation
Bid/Reference # 14-0025-UT
Contract Type: Piggyback

Contract Value \$ 77000.00

Resolution # _____

City Council Approval Date: _____

Standard Contract Template (Y/N): N/A - Piggyback

If No, then Reviewed by City Attorney: N/A - Piggyback

Length of Contract: 02/05/2019

If Yes, # and length of renewals: _____

Renewable (Y/N): N

City's Project Manager Ralph Hand

Brief Description/Purpose:

To utilize the pricing on the City of Clearwaqters contract with Concrete Conservation /
Spectra Shield for sanitary manhole rehabilitation.

Approvals:

Responsible Dept. Director _____ Date: _____

City Finance _____ Date: _____

City Attorney _____ Date: _____

ASED Director _____ Date: _____

City Manager _____ Date: _____

CONCRETE CONSERVATION, INC.
P.O. BOX 24354
JACKSONVILLE, FL 32241

21" diameter	_____	_____
24" diameter	_____	_____
30" diameter	_____	_____
36" diameter	_____	_____

*Note: The above total will not be the base of award. The City will analyze the unit prices and award of the emergency contract in its best interest.

TOTAL SECTION C \$ 0

D. SANITARY MANHOLE REHABILITATION

D.1. Manhole Surfacing- Polyurethane Barrier or Epoxy Liner

Liner Product: SpectraShield

Manufacturer's recommended thickness: 500 mills

ITEM DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	SUB-TOTAL
a. Mobilization/Demobilization including Traffic Control on City streets	LS/work order	3	\$ <u>1,475.00</u>	\$ <u>4,425.00</u>
b. Traffic Control on non-City streets	Per day	10	\$ <u>200.00</u>	\$ <u>2,000.00</u>
c. Liner system for 4' diameter manhole	VF	1500	\$ <u>174.00</u>	\$ <u>261,000.00</u>
d. Liner system for 5' diameter manhole	VF	1000	\$ <u>210.00</u>	\$ <u>210,000.00</u>
e. Liner system for 6' diameter manhole	VF	1000	\$ <u>235.00</u>	\$ <u>235,000.00</u>
f. Bench/invert Repair	Each	70	\$ <u>200.00</u>	\$ <u>14,000.00</u>
g. Injection grouting as required to stop infiltration and inflow	Gallon	40	\$ <u>N/C</u>	\$ <u>0</u>
h. Manhole clean/jet-vac	Each	40	\$ <u>N/C</u>	\$ <u>0</u>
i. Remove existing liner for 4' diameter manhole	VF	150	\$ <u>40.00</u>	\$ <u>6,000.00</u>
j. Remove existing liner for 5' diameter manhole	VF	150	\$ <u>45.00</u>	\$ <u>6,750.00</u>
k. Remove existing liner for 6'	VF	150	\$ <u>45.00</u>	\$ <u>6,750.00</u>

Bond No.: 106078660

PUBLIC CONSTRUCTION BOND
(Front Page)

This bond is given to comply with § 255.05, Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in subsections (2) and (10).

Pursuant to § 255.05(1)(b), Florida Statutes, "Before commencing the work or before recommencing the work after a default or abandonment, the contractor shall provide to the public entity a certified copy of the recorded bond. Notwithstanding the terms of the contract or any other law governing prompt payment for construction services, the public entity may not make a payment to the contractor until the contractor has complied with this paragraph."

CONTRACTOR

Concrete Conservation,
Inc.
4527 Sunbeam Rd.
Jacksonville, FL 32257

SURETY

Travelers Casualty &
Surety Company of America
1 Tower Square, S102A
Haertford, CT. 06183

OWNER

City of Clearwater
Engineering Department
100 S. Myrtle Avenue
Clearwater, FL 33756
(727) 562-4630

PROJECT NAME: 2013-14 SANITARY SEWER AND MANHOLE REHABILITATION -
SECTION D1 SANITARY MANHOLE REHABILITATION USING EPOXY-LIKE LINING
SYSTEM

PROJECT #14-0025-UT (SECTION D1)

PROJECT DESCRIPTION: to perform manhole lining in the Manhole Epoxy Lining System Section using Spectrashield Liner Systems, and is responsible for all work, materials and equipment required for completion; repairing structural defects and applying coatings to reduce inflow and infiltration.

FRONT PAGE

All other Bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.

CONTRACT BOND

(2)

And the said Contractor and Surety hereby further bind themselves, their successors, executors, administrators, and assigns, jointly and severally, that they will amply and fully protect the said Owner against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damages arising from the performance of said work, or of the repair or maintenance thereof, or the manner of doing the same or the neglect of the said Contractor or his agents or servants or the improper performance of the said work by the Contractor or his agents or servants, or the infringements of any patent rights by reason of the use of any material furnished or work done; as aforesaid, or otherwise.

And the said Contractor and Surety hereby further bind themselves, their successors, heirs, executors, administrators, and assigns, jointly and severally, to repay the owner any sum which the Owner may be compelled to pay because of any lien for labor material furnished for the work, embraced by said Contract.

And the said Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN TESTIMONY WHEREOF, witness the hands and seals of the parties hereto this 11th day of February, 2015.

Concrete Conservation, Inc.
CONTRACTOR

By: Print Name: V. P. SimsTitle: V. P. Sims

ATTEST:

Print Name: William Goodman

WITNESS:

Print Name: Nancy O'Mahoney

COUNTERSIGNED:

Print Name: Linda E. Beasley

Travelers Casualty & Surety
Company of America
SURETY

By: **ATTORNEY-IN-FACT**Print Name: David M. Vandroff

David M. Vandroff

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 ____.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

CONTRACT

(4)

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, in duplicate, the day and year first above written.

CITY OF CLEARWATER

IN PINELLAS COUNTY, FLORIDA

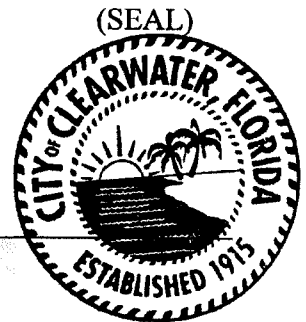
By: William B. Horne II.
William B. Horne, II
City Manager

Countersigned:

By: -george cretekos
George N. Cretekos,
Mayor

Attest:

Rosemarie Call
Rosemarie Call
City Clerk



Approved as to form:

Matthew M. Smith
Matthew M. Smith
Assistant City Attorney

(Contractor must indicate whether Corporation, Partnership, Company or Individual.)

CONCRETE CONSERVATION, INC.

By: [Signature] (SEAL)
Print Name: SIMON RAYAN
Title: V.P.

(The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title; where the person is signing for a Corporation, he must, by Affidavit, show his authority to bind the Corporation).

CONTRACT

(3)

The successful bidder/contractor will be required to comply with Section 119.0701, Florida Statutes (2013), specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Clearwater in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the City of Clearwater would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Clearwater all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City of Clearwater.

CONCRETE CONSERVATION, INC.
P.O. BOX 24354
JACKSONVILLE, FL 32241

PROPOSAL BOND

(Not to be filled out if a certified check is submitted)

KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned, Concrete Conservation, Inc. as Principal, and Travelers Casualty and Surety Company of America Surety, who's address is 1 Tower Square S102A Hartford, CT. 06183, are held and firmly bound unto the City of Clearwater, Florida, in the sum of 10% of Bid Amount Dollars (\$ 10%) (being a minimum of 10% of Contractor's total bid amount) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of Concrete Conservation, Inc. as Principal, and Travelers Casualty & Surety as Surety, for work specified as: City of Clearwater FL, 2013-14 Sanitary Sewer and Manhole Rehabilitation Project No. 14-0025-UT all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and specifications provided herefor, all within Pinellas County, is accepted and the contract awarded to the above named bidder, and the said bidder shall within ten days after notice of said award enter into a contract, in writing, and furnish the required Performance Bond with surety or sureties to be approved by the City Manager, this obligation shall be void, otherwise the same shall be in full force and virtue by law and the full amount of this Proposal Bond will be paid to the City as stipulated or liquidated damages.

Signed this 8th day of December, 2014.

(Principal must indicate whether corporation, partnership, company or individual)

Concrete Conservation, Inc.

JAMES M. HUME
Principal

By: [Signature]
Title

Travelers Casualty & Surety of America

Surety

David M. Vandroff

Attorney In Fact

(The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title; where the person is signing for a Corporation, he must, by Affidavit, show his authority to bind the Corporation).

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 ____.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

CONCRETE CONSERVATION, INC.
P.O. BOX 24354
JACKSONVILLE, FL 32241

NON COLLUSION AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF Duval)

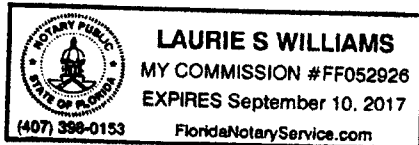
Robert L. Klopfenstein being, first duly sworn, deposes and says that he is
Secretary of Concrete Conservation Inc

the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Clearwater, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Robert L. Klopfenstein
Affiant

Sworn to and subscribed before me this 12th day of December, 20 14.

Laurie S. Williams
Notary Public



CONCRETE CONSERVATION, INC.
P.O. BOX 24354
JACKSONVILLE, FL 32241

PROPOSAL

(2)

If the foregoing Proposal shall be accepted by the City of Clearwater, Florida, and the undersigned shall fail to execute a satisfactory contract as stated in the Advertisement herein attached, then the City may, at its option determine that the undersigned has abandoned the contract, and thereupon this Proposal shall be null and void, and the certified check or bond accompanying this Proposal, shall be forfeited to become the property of the City of Clearwater, Florida, and the full amount of said check shall be retained by the City, or if the Proposal Bond be given, the full amount of such bond shall be paid to the City as stipulated or liquidated damages; otherwise, the bond or certified check accompanying this Proposal, or the amount of said check, shall be returned to the undersigned as specified herein.

Attached hereto is a bond or certified check on _____ Bank, for the sum of Seventy four Thousand eight hundred seventeen and 50/100 dollars (\$74,817.50) (being a minimum of 10% of Contractor's total bid amount).

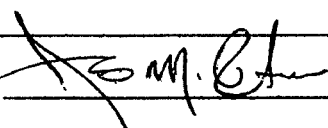
The full names and residences of all persons and parties interested in the foregoing bid are as follows:

(If corporation, give the names and addresses of the President and Secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name but also the name of any person with whom bidder has any type of agreement whereby such person's improvements, enrichment, employment or possible benefit, whether sub contractor, materialman, agent, supplier, or employer is contingent upon the award of the contract to the bidder).

NAMES:

ADDRESSES:

<u>James M. Hume, President</u>	<u>2555 County Rd 13 South, Elkton, FL 32033</u>
<u>Robert L. Klopferstein, Secty</u>	<u>209 S. Commex Ln, St. Augustine, FL 32095</u>

Signature of Bidder: 

(The bidder must indicate whether Corporation, Partnership, Company or Individual).

CONCRETE CONSERVATION, INC.
P.O. BOX 24354
JACKSONVILLE, FL 32241

CITY OF CLEARWATER
ADDENDUM SHEET

PROJECT: 2013-14 SANITARY SEWER AND MANHOLE REHABILITATION
(PROJECT #14-0025-UT)

Acknowledgment is hereby made of the following addenda received since issuance of Plans and Specifications.

Addendum No. <u>1</u>	Date: <u>12/15/2014</u>
Addendum No. <u>2</u>	Date: <u>12/16/2014</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

Concrete Conservation Inc
(Name of Bidder)

[Signature]
(Signature of Officer)

Secretary
(Title of Officer)

15 Dec 2014
(Date)

CONCRETE CONSERVATION, INC.
P.O. BOX 24354
JACKSONVILLE, FL 32241

20.1'-30'				
b. 8" Dia. Sanitary Sewer Mains	EA			
2'-10'		5	\$ _____	\$ _____
10.1'-20'		2	\$ _____	\$ _____
20.1'-30'		2	\$ _____	\$ _____
c. 10" Dia. Sanitary Sewer Mains	EA			
2'-10'		5	\$ _____	\$ _____
10.1'-20'		2	\$ _____	\$ _____
20.1'-30'		2	\$ _____	\$ _____
d. 12" Dia. Sanitary Sewer Mains	EA			
2'-10'		5	\$ _____	\$ _____
10.1'-20'		2	\$ _____	\$ _____
20.1'-30'		2	\$ _____	\$ _____
e. 15" Dia. Sanitary Sewer Mains	EA			
2'-10'		5	\$ _____	\$ _____
10.1'-20'		2	\$ _____	\$ _____
20.1'-30'		2	\$ _____	\$ _____
f. 18" Dia. Sanitary Sewer Mains	EA			
2'-10'		3	\$ _____	\$ _____
10.1'-20'		1	\$ _____	\$ _____
20.1'-30'		1	\$ _____	\$ _____
g. 21" Dia. Sanitary Sewer Mains	EA			
2'-10'		3	\$ _____	\$ _____
10.1'-20'		1	\$ _____	\$ _____
20.1'-30'		1	\$ _____	\$ _____
h. 24" Dia. Sanitary Sewer Mains	EA			
2'-10'		3	\$ _____	\$ _____
10.1'-20'		1	\$ _____	\$ _____
20.1'-30'		1	\$ _____	\$ _____
		TOTAL No. 2 \$ _____		

3. Ancillary Services

ITEM DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	SUB-TOTAL
a. Mobilization/Demobilization including Traffic Control	LS/work order	5	\$ _____	\$ _____
b. Easement Access, additional				
< or = 15" Diameter	LF	3000	\$ _____	\$ _____
> 15" Diameter	LF	900	\$ _____	\$ _____

CONCRETE CONSERVATION, INC.
BOX 24354
JACKSONVILLE, FL 32241

B. SEWER CLEANING AND TELEVISING INSPECTION

1. Sewer Line Cleaning

ITEM DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	SUB-TOTAL
a. Mobilization/Demobilization including Traffic Control on City streets	LS/work assignment	10	\$ _____	\$ _____
b. Traffic Control on non-City streets	Per Day	10	\$ _____	\$ _____
c. Heavy Cleaning	LF		\$ _____	\$ _____
8"-10" Diameter		50,000	\$ _____	\$ _____
12"-15" Diameter		3,000	\$ _____	\$ _____
16"-24" Diameter		4,000	\$ _____	\$ _____
30"-36" Diameter		1,000	\$ _____	\$ _____
d. Root Removal	LF		\$ _____	\$ _____
8"-10" Diameter		500	\$ _____	\$ _____
12"-15" Diameter		500	\$ _____	\$ _____
16"-24" Diameter		500	\$ _____	\$ _____
30"-36" Diameter		200	\$ _____	\$ _____
e. Easement access, additional	LF		\$ _____	\$ _____
8"-10" Diameter			\$ _____	\$ _____
12"-15" Diameter		50,000	\$ _____	\$ _____
16"-24" Diameter		3,000	\$ _____	\$ _____
30"-36" Diameter		4,000	\$ _____	\$ _____
		1,000	\$ _____	\$ _____
f. Tuberculation Cleaning	LF		\$ _____	\$ _____
8"-10" Diameter		1,000	\$ _____	\$ _____
12"-15" Diameter		1,000	\$ _____	\$ _____
16"-24" Diameter		1,000	\$ _____	\$ _____
30"-36" Diameter		1,000	\$ _____	\$ _____
g. Manhole Clean/Jet-vac	EACH	100	\$ _____	\$ _____
TOTAL NO. 1 \$				0

2. CCTV pipe and manhole inspection with PACP/CUES Granite XP compatibility

ITEM DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	SUB-TOTAL
a. Mobilization/Demobilization including Traffic	LS/work assignment	5	\$ _____	\$ _____

CONCRETE CONSERVATION, INC.
P.O. BOX 24354
JACKSONVILLE, FL 32241

Wheel Loader (151 HP and up)	_____ per hr
Track Type Tractors (to 100 HP)	_____ per hr
Track Type Tractors (101 HP and up)	_____ per hr
Dump Truck (Tandem Axle)	_____ per hr
Plate Tamp	_____ per hr
3" Trash Pump	_____ per hr
4" Double Diaphragm Pump	_____ per hr
Air Compressor (125 CFM min.)	_____ per hr
Well Point Pump	_____ per day
Well Point	_____ per linear ft
4" Jet Pump	_____ per day
Emergency Hauling up to 2500 gallons	_____ per hr
Emergency Hauling over 2500 gallons	_____ per hr

B, d

5. Materials

Asphalt - 2" overlay	_____ per Square Yard
3000 psi Concrete	_____ per Cubic Yard (CY)
Off Site Selected Fill	_____ per CY
Limerock Base Material	_____ per Ton
# 57 Washed Stone	_____ per Ton
Bahia Sod	_____ per Square foot
City's standard manhole ring	_____ per each
City's standard manhole cover	_____ per each
Two-way Cleanouts	_____ per each

5a. Sewer mains replacement per lineal foot

	<u>PVC</u>	<u>DI</u>
8" diameter	_____	_____
10" diameter	_____	_____
12" diameter	_____	_____
15" diameter	_____	_____
18" diameter	_____	_____
20" diameter	_____	_____
21" diameter	_____	_____
24" diameter	_____	_____
30" diameter	_____	_____
36" diameter	_____	_____

B, d

5b. Force mains replacement per lineal foot

	<u>PVC</u>	<u>DI</u>
8" diameter	_____	_____
10" diameter	_____	_____
12" diameter	_____	_____
15" diameter	_____	_____
18" diameter	_____	_____
20" diameter	_____	_____

CONCRETE CONSERVATION, INC.
P.O. BOX 24354
JACKSONVILLE, FL 32241

diameter manhole				
1. Rear easement access	Each	30	\$ 75.00	\$ 2,250.00

TOTAL SECTION D1 \$ 748,175.00

D.2. Manhole Surfacing- Cementitious Liner

Liner Product: _____

ITEM DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	SUB-TOTAL
a. Mobilization/Demobilization including Traffic Control on City streets	LS/work order	3	\$ _____	\$ _____
b. Traffic Control on non-City streets	Per day	10	\$ _____	\$ _____
c. Liner system for 4'diameter manhole	VF	1500	\$ _____	\$ _____
d. Liner system for 5'diameter manhole	VF	1000	\$ _____	\$ _____
e. Liner system for 6'diameter manhole	VF	1000	\$ _____	\$ _____
f. Bench/invert Repair	Each	70	\$ _____	\$ _____
g. Injection grouting as required to stop infiltration and inflow	Gallon	40	\$ _____	\$ _____
h. Manhole clean/jet-vac	Each	40	\$ _____	\$ _____
i. Remove existing liner for 4'diameter manhole	VF	150	\$ _____	\$ _____
j. Remove existing liner for 5'diameter manhole	VF	150	\$ _____	\$ _____
k. Remove existing liner for 6'diameter manhole	VF	150	\$ _____	\$ _____
l. Rear easement access	Each	30	\$ _____	\$ _____

CONCRETE CONSERVATION, INC.
P.O. BOX 24354
JACKSONVILLE, FL 32241

BIDDER'S TOTAL SECTION A \$ 0 (Numbers)
BIDDER'S TOTAL SECTION A _____ (Words)

BIDDER'S TOTAL SECTION B \$ 0 (Numbers)
BIDDER'S TOTAL SECTION B _____ (Words)

BIDDER'S TOTAL SECTION C \$ 0 (Numbers)
BIDDER'S TOTAL SECTION C _____ (Words)

BIDDER'S TOTAL SECTION D1 \$ 748,175.00 (Numbers)
BIDDER'S TOTAL SECTION D1 Seven Hundred Forty Eight
Thousand, One Hundred Seventy Five (Words)

BIDDER'S TOTAL SECTION D2 \$ 0 (Numbers)
BIDDER'S TOTAL SECTION D2 _____ (Words)

BIDDER'S TOTAL SECTION E1 \$ 0 (Numbers)
BIDDER'S TOTAL SECTION E1 _____ (Words)

BIDDER'S TOTAL SECTION E2 \$ 0 (Numbers)
BIDDER'S TOTAL SECTION E2 _____ (Words)

THE BIDDER'S TOTALS ABOVE ARE HIS TOTAL BID BASED ON ESTIMATED QUANTITIES, UNIT PRICES, AND LUMP SUM PRICES, REQUIRED FOR SECTIONS A, B, C, D1, D2, E1 AND E2. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF BID OPENING. THE CITY WILL MAKE THE TABULATION FROM THE UNIT PRICES AND LUMP SUM BID PRICE. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES SHALL GOVERN.

File #: ID#14-896, **Version:** 1

Sewer Evaluation Study. These efforts will continue until the entire budget of each contract is expended.

The City of Clearwater's Public Utilities Department Wastewater Collection Division is responsible for owning, operating and maintaining the wastewater collection system including all gravity pipe lines and manholes that convey the raw sewage to the lift stations and or City's wastewater treatment facilities.

APPROPRIATION CODE AND AMOUNT:

0315-96664-563800-535-000-0000 \$ 100,000.00

0315-96665-563800-535-000-0000 \$2,730,000.00

Sufficient budget and revenue are available in Capital Improvement Program projects 0315-96665, Sanitary Sewer R and R in the amount of \$2,730,000.00 and 0315-96664, WPC R and R in the amount of \$100,000.00 for total funding in the amount of \$2,830,000.00 to fund the current 2-year term. Future years funding will be included in the Water and Sewer recommended Capital Improvement Program Project budget from the Director.



Meeting Calendar for 1/17/2018 through 2/28/2018

1/17/2018 5:30 PM

Planning & Land Development Regulation Board
City Hall

1/17/2018 6:00 PM

Planning & Land Development Regulation Board Workshop
City Hall

1/25/2018 5:00 PM

Beautification and Environmental Advisory Committee
City Hall

1/30/2018 9:00 AM

City Council Workshop
City Hall

2/6/2018 10:00 AM

Animal Control Hearing
City Hall

2/6/2018 6:00 PM

City Council
City Hall

2/7/2018 10:00 AM

Code Enforcement Board
City Hall

2/13/2018 9:00 AM

City Council Workshop
City Hall



Meeting Calendar for 1/17/2018 through 2/28/2018

2/16/2018 8:30 AM

Volunteer Firefighters' Pension Board
Fire Station #25

2/20/2018 9:00 AM

City Council
City Hall

2/21/2018 5:30 PM

Planning & Land Development Regulation Board
City Hall

2/22/2018 5:00 PM

Beautification and Environmental Advisory Committee
City Hall

2/27/2018 9:00 AM

City Council Workshop
City Hall

#	File #	Item	Title	Staff
			Workshop 1/30/2018	
1		Resolution	Water Treatment Plant #1 Lime Slaking System Replacement	Adams/Hogan
2		Resolution	Water Treatment Plant #1 Lime Sludge Removal, Haul and Disposal	Adams/Hogan
3		Presentation	2017 End of Year Progress Report and SAP timeline	Bevan
4		Resolution	Interlocal Mala Compra Storm Drain Project	Blake/Kronenberg
5		Resolution	Fee Structure Park N Rec Facilities	Boyer
6		Resolution	Belle Terre/SR 100 and Wellfield/US 1 Intersection Improvements	Castello/Cote
7		Resolution	Stormwater and Environmental Engineering Services WO	Cote/Peel
8		Resolution	Architectural Services Continuing Services Contracts	Cote
9		Ordinance	Comp Plan Amendment WSFWP	Papa
10		Resolution	FiberNet	Streichsbier
			Business 2/6/2018	
1		Resolution	Water Treatment Plant #1 Lime Slaking System Replacement	Adams/Hogan
2		Resolution	Water Treatment Plant #1 Lime Sludge Removal, Haul and Disposal	Adams/Hogan
3		Resolution	Interlocal Mala Compra Storm Drain Project	Blake/Kronenberg
4		Resolution	Fee Structure Park N Rec Facilities	Boyer
5		Resolution	Belle Terre/SR 100 and Wellfield/US 1 Intersection Improvements	Castello/Cote
6		Resolution	Stormwater and Environmental Engineering Services WO	Cote/Peel
7		Resolution	Architectural Services Continuing Services Contracts	Cote
8		Ordinance 2nd	Rezoning 40 Colechester	Meehan
9		Ordinance 2nd	Wireless Telecommunications	Meehan/Streichsbier
10		Ordinance 2nd	Wireless Telecommunications ROW Utilization	Meehan/Streichsbier
11		Presentation	Calendar awards	Mini
12		Ordinance 1st	Comp Plan Amendment WSFWP	Papa
13		Resolution	FiberNet	Streichsbier
			Workshop 2/13/2018	
1		Resolution	FEMA Hazard Mitigation Grant for Pump Station Generators	Adams/Matthews
2		Presentation	National Citizens Survey	Bevan
			Business 2/20/2018	
1		Resolution	FEMA Hazard Mitigation Grant for Pump Station Generators	Adams/Matthews
			Workshop 2/27/2018	

			Future	
1		Resolution	Master Plan SCADA Telemetry Standardization	Adams/Hogan
2		Resolution	Annual Fire Inspection Fees	Alves
3		Presentation	SAP Proposed Updates and Additional Priorities Adoption 5/1	Alves/Williams
4		Resolution	Presentation to City Council - Year to Date Budget Results 5/8	Alves/Williams
5		Presentation	Fund Accounting and Long Term Planning 5/29	Alves/Williams
6		Presentation	Property Tax and Other Revenue 6/12	Alves/Williams
7		Presentation	General Fund and TRIM Rate 7/10	Alves/Williams
8		Resolution	Proposed Millage Rate 7/17	Alves/Williams
9		Presentation	Proprietary and Special Revenue Funds 8/14	Alves/Williams
10		Resolution	Budget Workshop - Final Proposed Budget 8/28	Alves/Williams
11		Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
12		Presentation	Annual Progress Report 3/13	Bevan
13		Presentation	SAP Evaluation #1 3/27	Bevan
14		Presentation	SAP Evaluation #2 4/24	Bevan
15		Presentation	SAP Proposed Updates and Additional Priorities 5/8	Bevan
16		Resolution	Purchase/Installation Ozone Odor Control Unit WWTP #1	Blake
17		Resolution	Purchase/Installation Primary Clarifier Process Equipment WWTP #1	Blake
18		Presentation	10 year Capital Improvement forecast 4/10	Cote
19		Presentation	Finalize 5 Year CIP 7/31	Cote
20		Ordinance	Charter Amendment Draft Ordinance (if any)	Council
21		Resolution	Property Exchange NECGA	Falgout
22		Resolution	Purchase Fire Truck	Forte
23		Presentation	Health and Safety Calendar Contest	Mini
24		Ordinance 1st	Coastal Trace FLUM	Papa
25		Ordinance 1st	Coastal Trace Rezoning	Papa
26		Ordinance	Rezoning Roberts Rd - FL Landmark Communities Properties	Papa
27		Ordinance	Rezoning Roberts Rd - Tuesday Corporation Property	Papa
28		Ordinance	Rezoning Roberts Road - Smith Properties	Papa
29		Ordinance 2nd	Comp Plan Amendment WSWFP	Papa

City of Palm Coast, Florida
Agenda Item

Agenda Date :

Department	CITY CLERK	Amount
Item Key		Account
		#
Subject	ATTACHMENTS TO MINUTES	
Background :		
Recommended Action :		

PALM COAST PARK DRI UPDATE

City Council Public Hearing

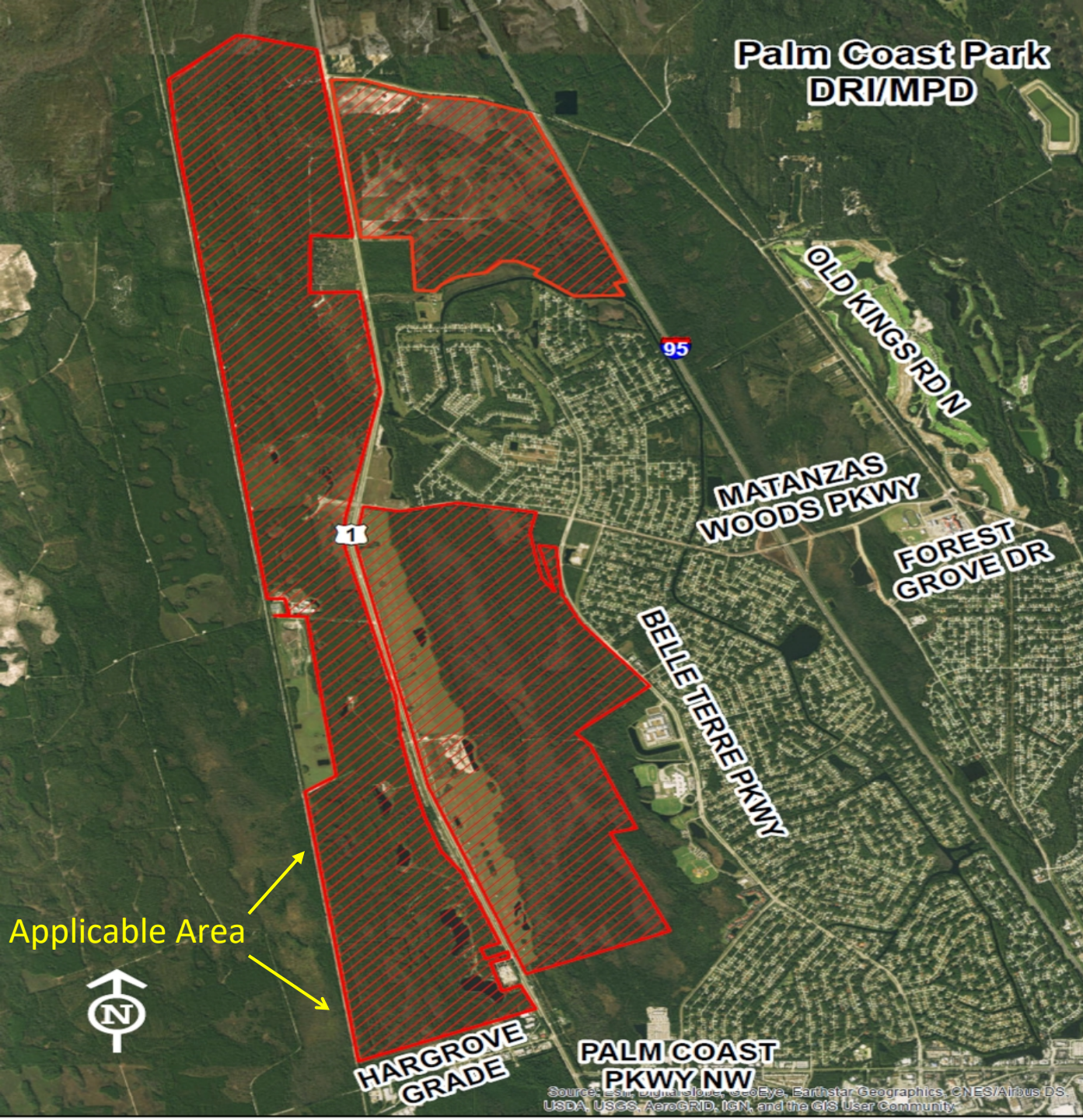
on January 16, 2018



Location/Aerial Map

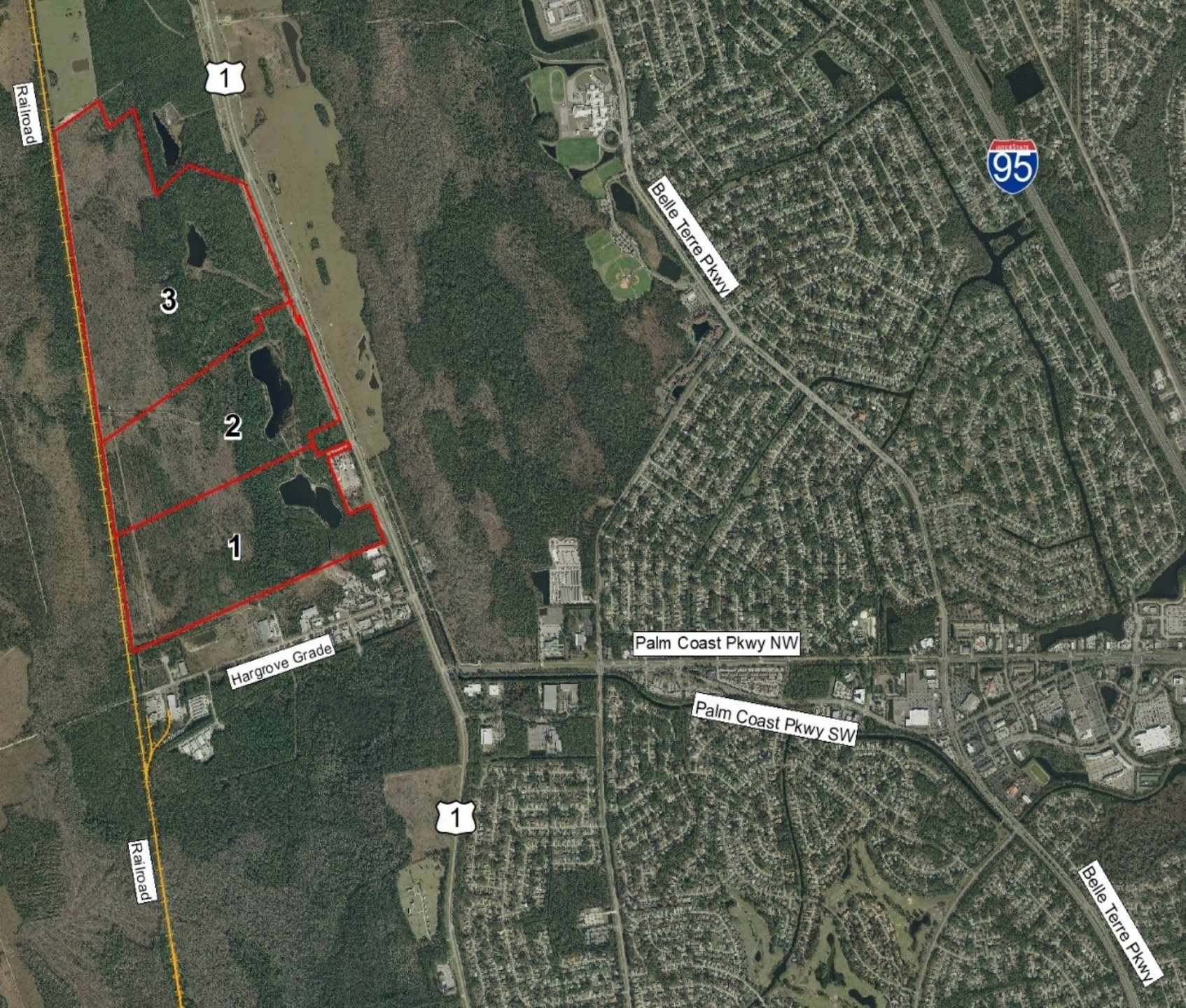
Palm Coast Park DRI is 4,677 acres and located along US Hwy 1, between Palm Coast Pkwy and Old Kings Road.

It is a mixed use MPD and DRI and two new owners of the SW portion of the DRI have requested an update.

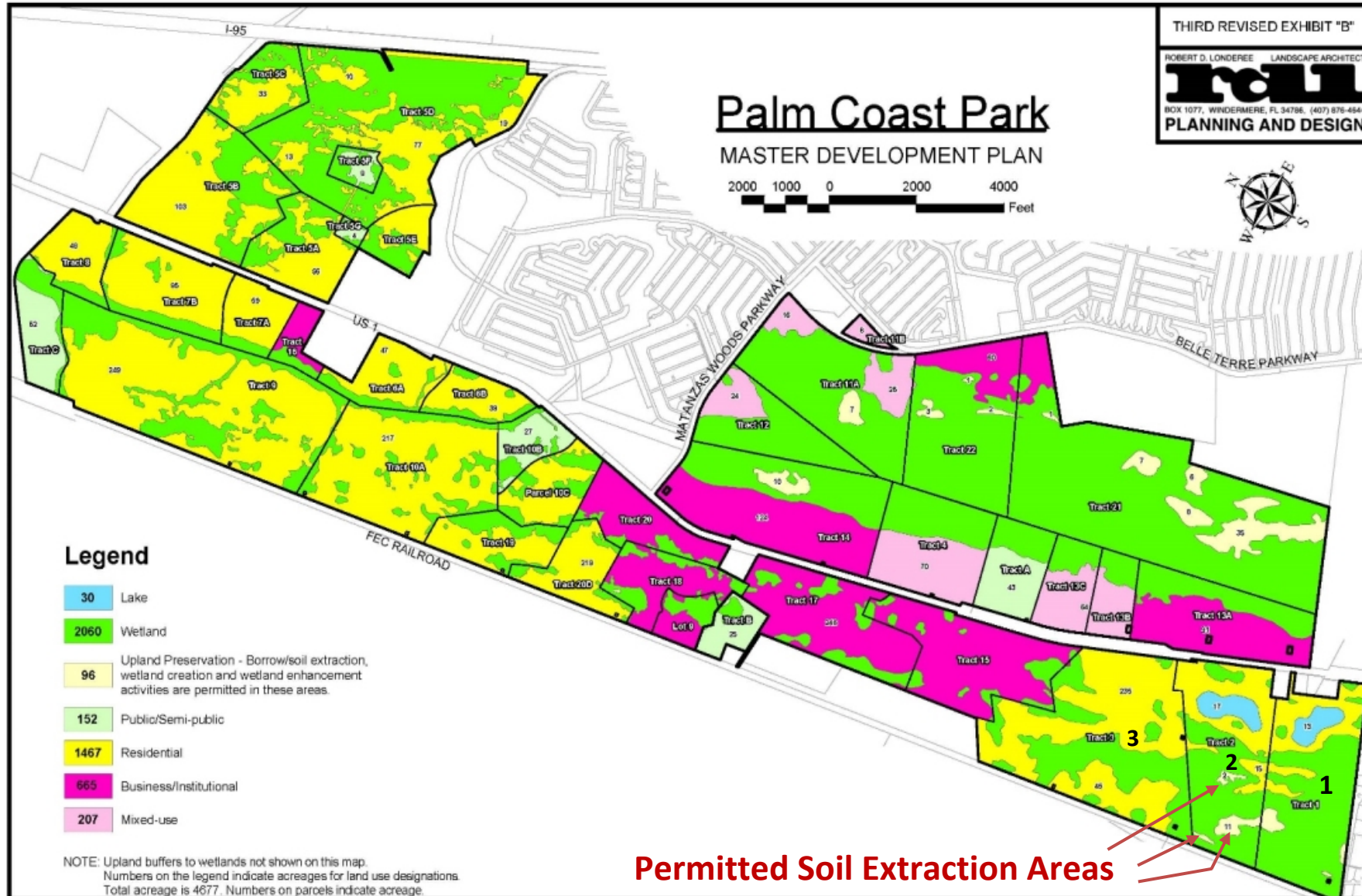


DRI Tracts 1 – 3

Sunbelt Palm Coast I, LLC recently purchased Tract 1 and Florida Land Investments I, LLC recently purchased Tracts 2 and 3 have requested a change to Exhibit “B” of the DRI



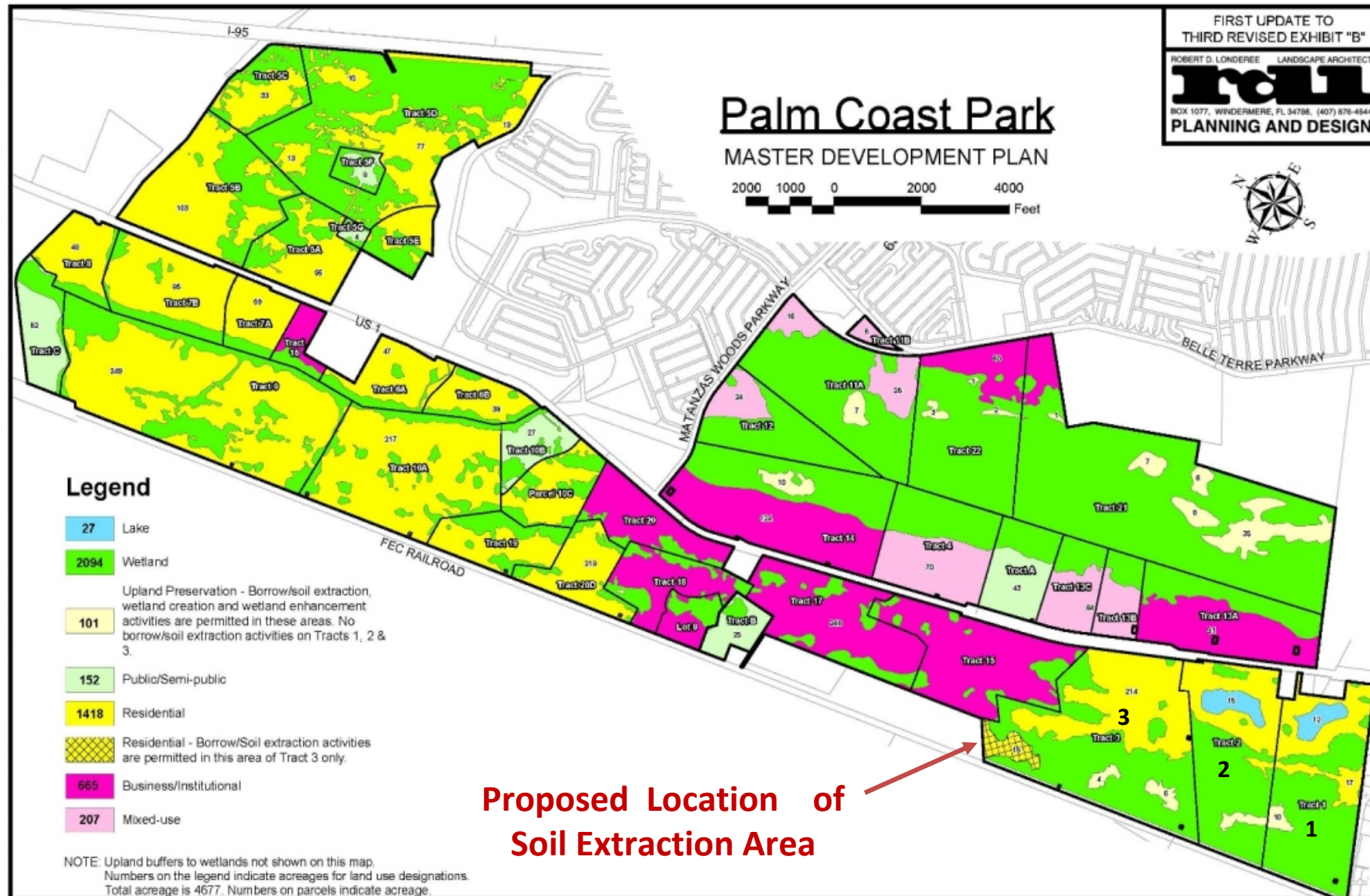
Existing Exhibit “B” Master Development Plan



Applicants want to relocate allowed soil extraction areas from Tracts 1 and 2 over to Tract 3 to minimize wetland impacts and update the conceptual wetland boundaries



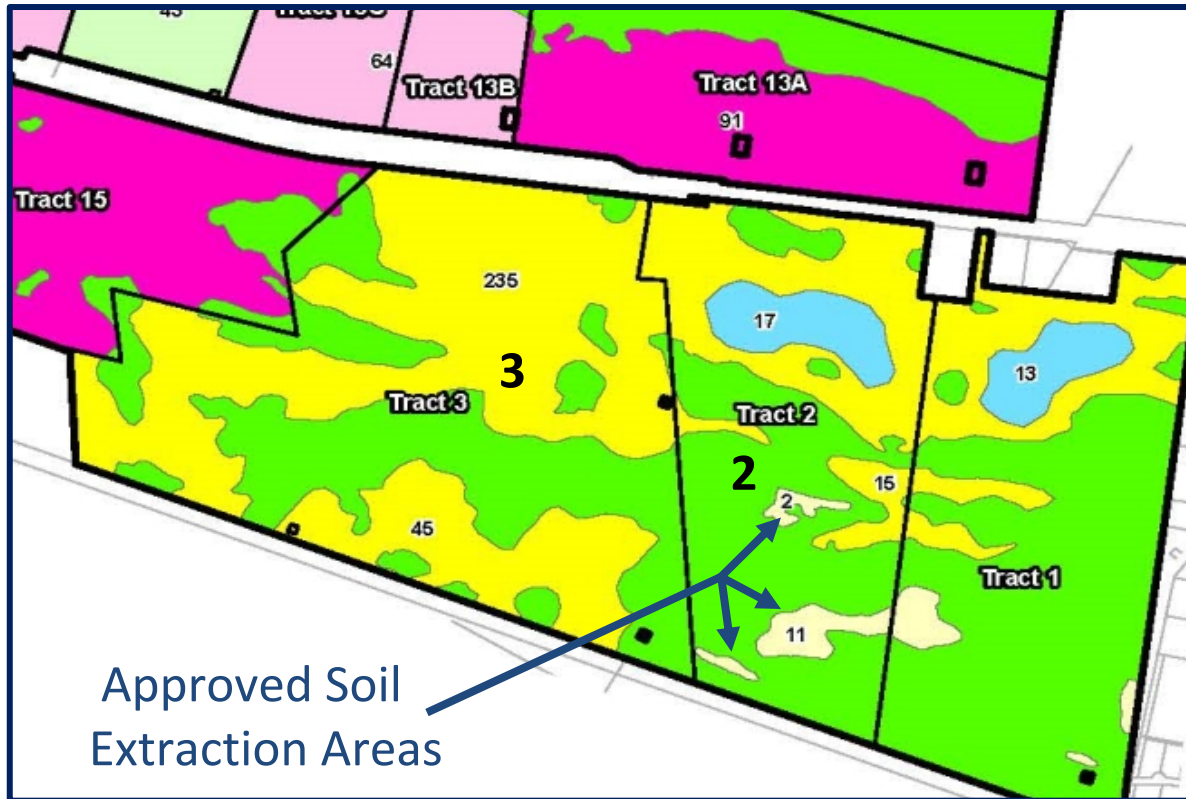
Updated Exhibit "B" Master Development Plan



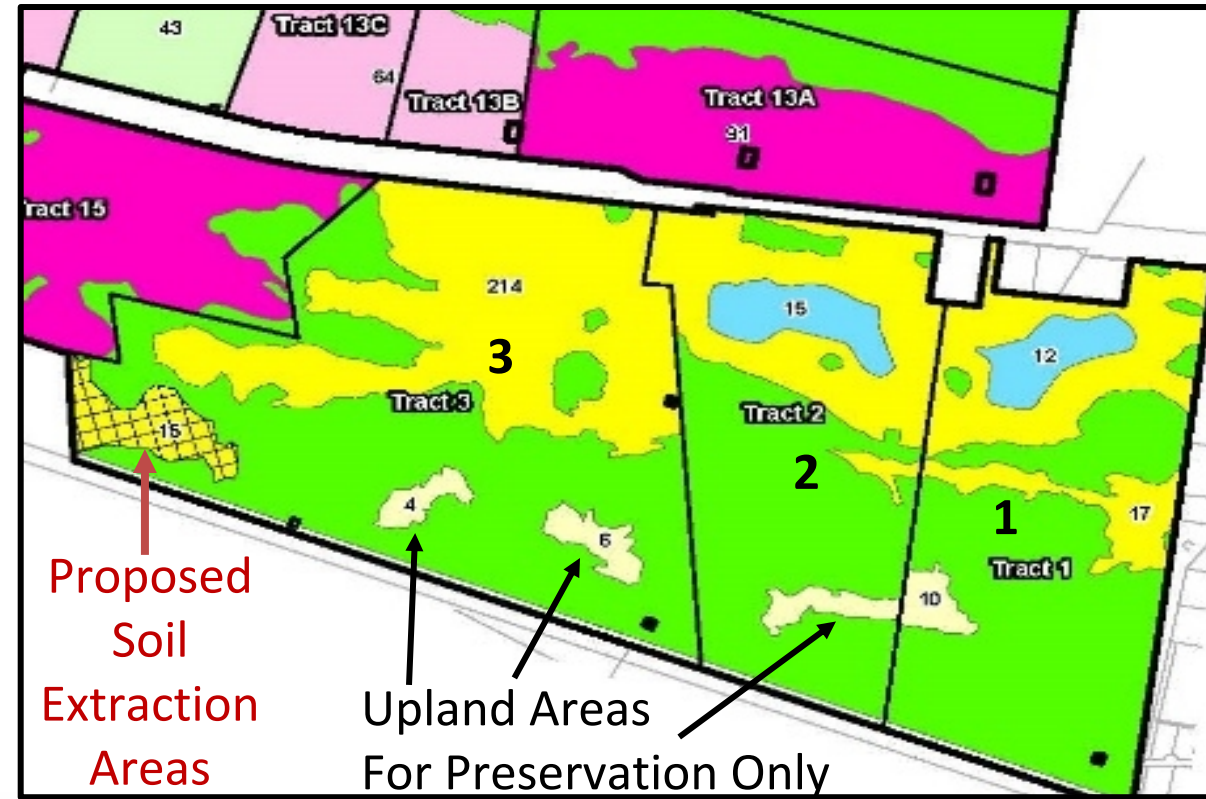
Additional wetland studies have indicated if the soil extraction areas are relocated to Tract 3 it would minimize wetland impacts and allow a larger contiguous area to be preserved

Enlarged Area Comparing Tracts 1 - 3

Existing Exhibit "B"



Updated Exhibit "B"



Five Review Criteria from Sec. 2.05.05 of LDC

- Proposed changes in development:
 - A) Must not be in conflict with public interest
 - B) Must be consistent with LDC and Comprehensive Plan
 - C) Must not impose a significant liability or hardship on City
 - D) Must not create an unreasonable hazard or nuisance
 - E) Must comply with all applicable government standards

Staff Analysis Based on LDC Chapter 2, Sec. 2.05.05

- Planning staff reviewed the update for these five criteria and provided detailed findings in the staff report.
- The changes will not increase the DRI entitlements or create a nuisance, hazard, or any compatibility issues.
- Soil extraction uses are already permitted in the DRI and are only being relocated from Tracts 1 and 2 over to Tract 3 to minimize wetland environmental impacts.
- Changes meet the LDC and Comprehensive Plan.



Public Participation

- Three signs were posted along west side of US 1 next to site
- Applicant notified neighbors within 300' of Neighborhood Information Meeting (NIM) by US Mail
- NIM on December 14, 2017 at 5:15 PM at Public Library
- No one from the public attended NIM

Recommendation

Planning staff and the PLDRB found this amendment in compliance with the LDC and Comprehensive Plan and recommended City Council approve the Update to the 3rd Amended and Restated Palm Coast Park DRI Development Order (Application No. 3453).



Questions

City Council Meeting

Rezoning Request – Application 3449
40 Colechester Lane

January 16, 2018

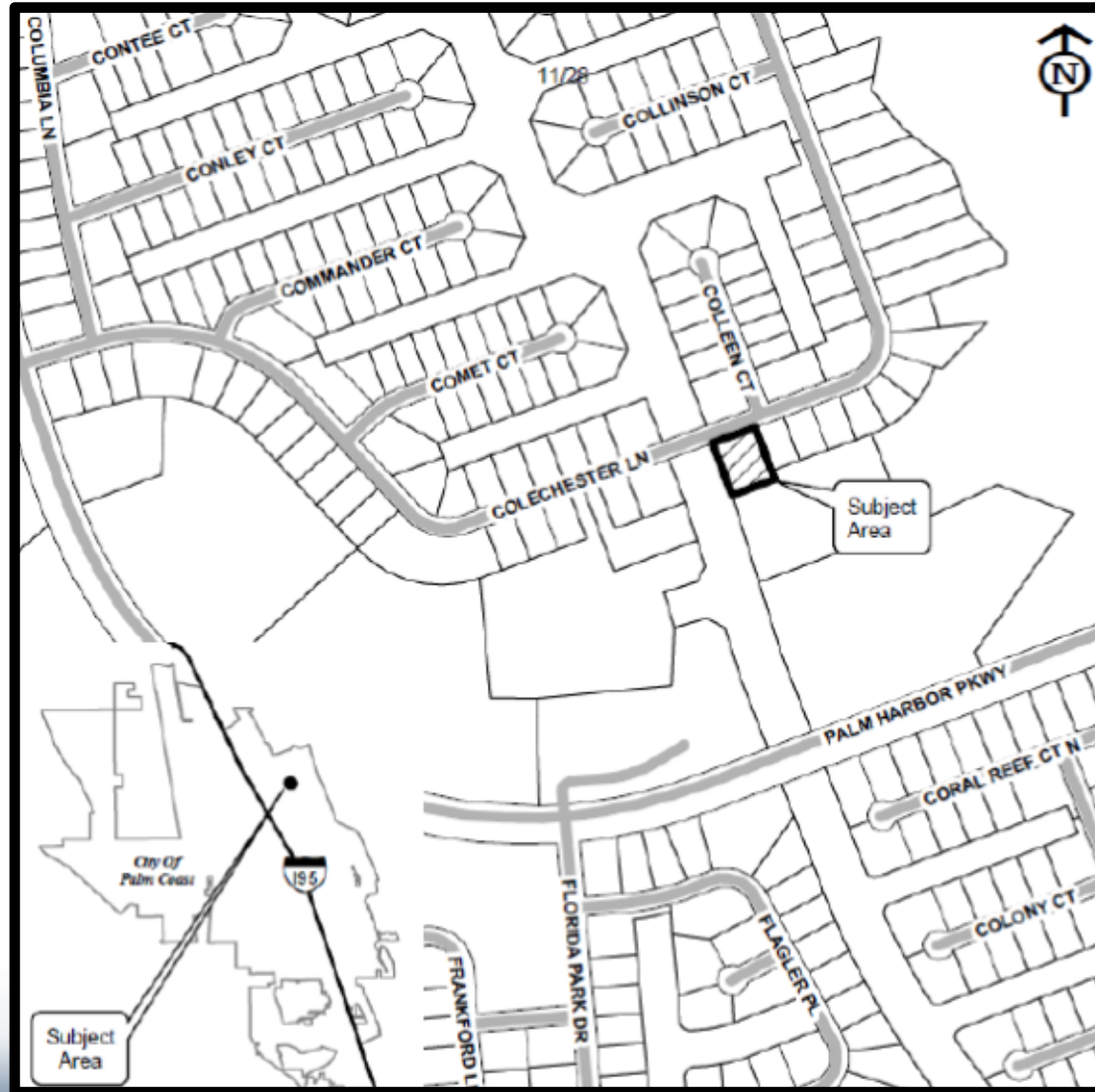


Location Map

Subject Property

Owner: Nuview IRA

Owner: John Morris



Location/Aerial Map



Existing Future Land Use Map



Current Zoning Map – 40 Colechester Lane



- .41 +/- acres
- Current Zoning MFR-1 (8 units/acre)
- Vacant

Proposed Zoning Map – 40 Colechester Lane



- .41 +/- acres
- Current Zoning MFR-1 (8 units/acre)
- Vacant

Development Standards Comparison Table

40 Colechester Lane.

<u>Criteria</u>	<u>SFR-1</u> <u>(Proposed)</u>	<u>MFR-1 (Existing)</u>
Min. Lot Size	6000 sq. ft.	
Min. Site Size	--	3 acres
Min. Lot Width	50'	25' for townhouses 100' for multi-family
Min. Living Area	1,200 sq. ft.	650 sq. ft.
Max. Bldg. Height	35'	50'
Max. Density (units/acre)	6-7 DU/acre	8 DU/acre

Findings Based on LDC Chapter 2, Sec. 2.05.05

A. The proposed development must not be in conflict with or contrary to the public interest;

- The proposed single-family residential rezoning will enhance the compatibility of uses in neighborhood.

B. The proposed development must be consistent with the provisions of the Land Development Code and the Comprehensive Plan;

- Staff found it consistent with the LDC and the goals of the Comprehensive Plan. Protects area from potential intrusive land uses, consistent with the Comp Plan.



Findings Based on LDC Chapter 2, Sec. 2.05.05

C. The proposed development must not impose a significant financial liability or hardship for the City;

- The infrastructure is nearby and will be reviewed during permitting.

D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;

- The site is designated "Residential" on the FLUM which allows less intensive zoning than the current zoning. The proposed SFR -2 Zoning District is consistent with "Residential" FLUM.



Findings Based on LDC Chapter 2, Sec. 2.05.05

E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes;

- The project will be subject to further review and compliance with the City's LDC, Comprehensive Plan, and requirements of all other applicable agencies throughout the development process.

Planning Staff Recommendation

The City Council find the request consistent with the Unified Land Development Code (ULDC) and the Comprehensive Plan and approve (Application 3449) the rezoning of 40 Colechester Lane from MFR-1 to SFR-1.



The Next Steps - Schedule

- City Council on February 6, 2018 at 6:00 PM



Questions?

Find Your Florida



Contact Ida Meehan, Sr. Planner,
386-986-2482
IMeehan@palmcoastgov.com

Find Your Florida



Mental Health in Flagler County – *A Call to Action*

Welcome

Colleen Conklin, Flagler
School Board Member

Lynette Shott, Executive
Director, Student and
Community Engagement,
Flagler Schools

Carrie Baird, Executive
Director, Flagler Cares



The Vision

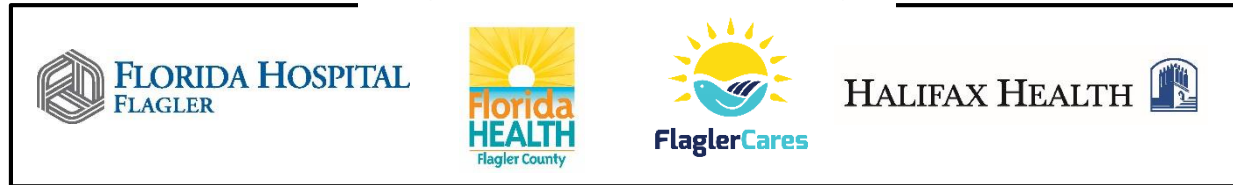


"Providing for and supporting good mental health is a public health issue just like assuring the quality of drinking water or preventing and managing infectious diseases. Communities prosper when the mental health needs of community members are met."

Mental Health in Flagler County

Emerging as a Critical Health Priority

Flagler CHNA/CHIP Partnership



5 Health Priorities

Adult Mental Health & Substance Abuse

Youth Mental Health & Substance Abuse

Cardiovascular Disease & Diabetes

Maternal Health & Children Under 5

Family Violence

Assessment Leadership Team



Community Survey Data

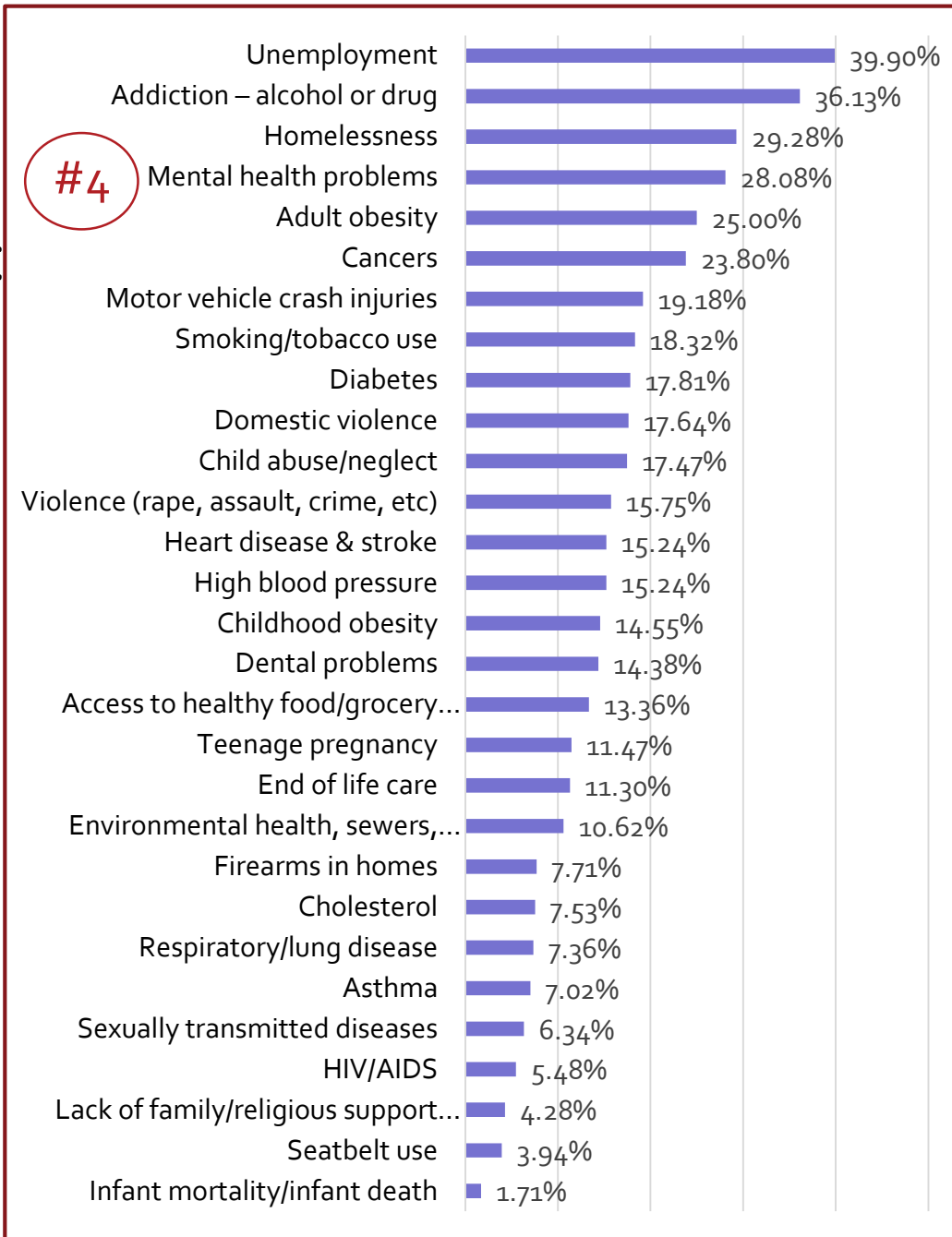
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Health Issues YOU are Most Concerned About

Survey Question: Check up to 5
health issues YOU are most
concerned about in your
county:

#4 Response

Mental Health Problems
& Stress



Community Survey Data

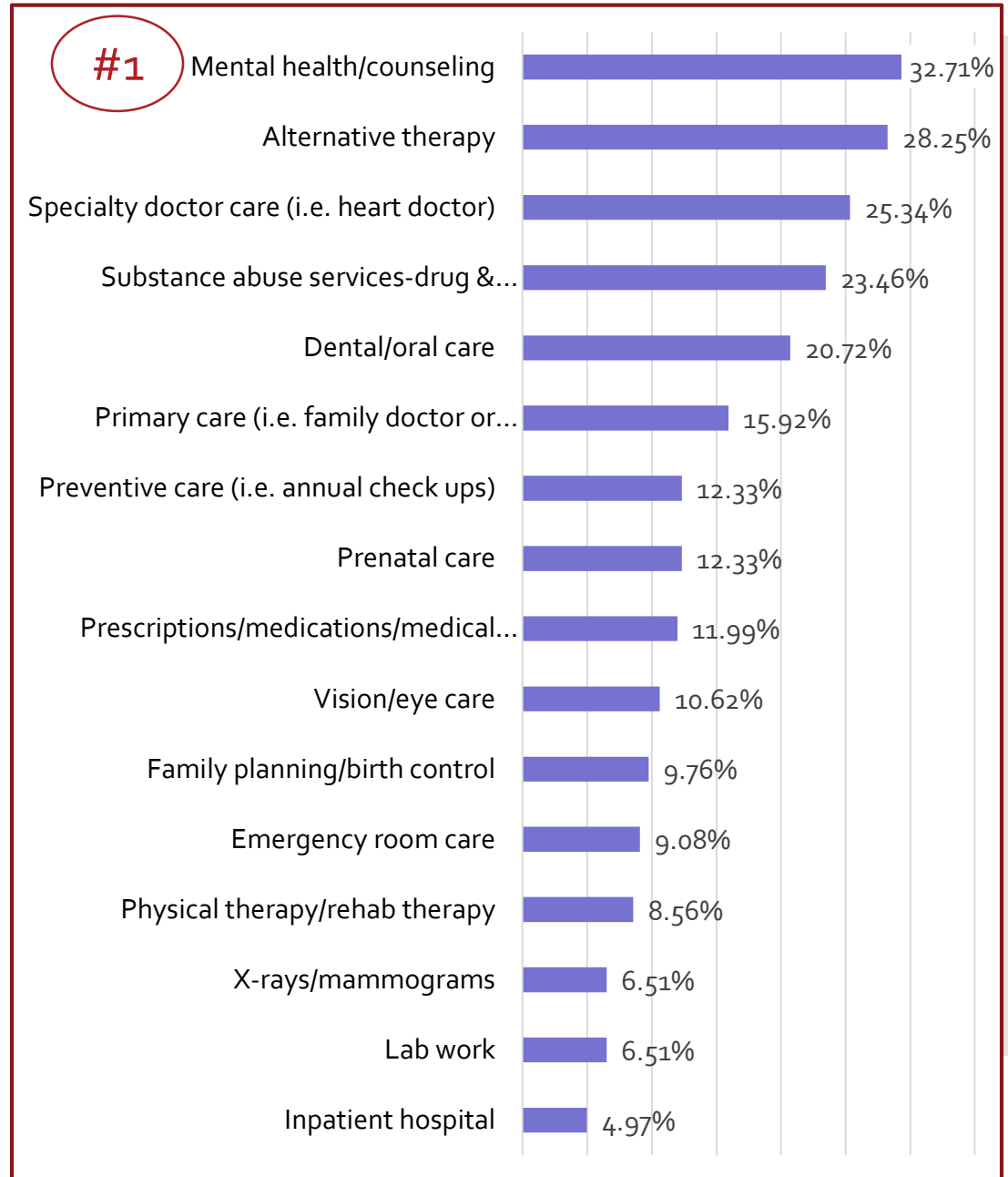
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Health Services that are Difficult to Obtain

Survey Question: What health care services are difficult to obtain in your community? (Check ALL that apply)

#1 Response

Mental Health & Counseling



Mental Health in Flagler County

Health Indicator Statistics

Flagler Adults Who Reported Poor Mental Health (poor mental health days on 14 or more of the past 30 days)

Source: Florida Behavioral Risk Factor Surveillance System

4.6% of men &
17.4% of women

17.3% of people
age 18-44

24.2% of people earning
less than \$25,000 a year

Flagler Baker Act Involuntary Exam Initiations

(Baker Act Reporting Center, USF)

Year	Number of Exams (All Ages)	Number of Exams (Under Age 18)
2015-2016	552	133
2014-2015	497	148
2013-2014	434	128

Mental Health and Suicide

Suicide Crude Death Rates, By Age (per 100,000)

Year 2017 - 25*
unofficial

	Under Age 18		Age 18-25		Age 26-60		Age 61 and Older		Total (All Ages)	
	Count	Rate	Count	Rate	Count	Rate	Count	Rate	Count	Rate
2016	0	0	2	24.7	16	38	2	5.7	20	19
2015	0	0	8	95.1	7	16.9	11	33.2	26	25.3
2014	0	0	1	12.1	12	28.9	7	22	20	19.7
2013	1	5.1	2	25.5	11	26.7	3	9.5	17	17
2012	0	0	1	13.5	5	12.3	5	16.3	11	11.2
2011	0	0	2	28.4	10	24.9	3	9.9	15	15.5
2010	0	0	1	14.9	7	17.5	10	33.3	18	18.8



Suicide Prevention: National Best Practices

A Local Response to Suicide



www.flaglerlifeline.com

Community Education and Awareness: everyone should understand how to recognize the warning signs of someone in crisis, know how to reach out and offer help to someone in need and know where to turn for crisis services

Training and Support: Key sectors of the community should receive Suicide Prevention Training to improve the community's response to individuals in crisis

Access to Mental Health Services: Everyone in Flagler County should know how to access effective mental health services for themselves and others

Committee Participants

- American Foundation for Suicide Prevention
- Chrysalis Health
- City of Bunnell
- Department of Children and Families/Substance Abuse and Mental Health
- Department of Juvenile Justice
- FL LINC/Florida Council for Community Mental Health
- Flagler Cares
- Flagler County Sheriff's Office
- Flagler Schools
- Focus on Flagler Youth Coalition
- Girlfriends Connected Inc.
- Halifax Health
- North East Florida Community Action Agency
- SEDNET
- Stewart-Marchman-Act Behavioral Healthcare
- Vitas Healthcare



How Can Flagler County Respond Together?

- A few suggestions:
 - Participate on an Intergovernmental Committee
 - Share a message of hope in Flagler County video project
 - Provide prevention and awareness information and training to your employees (and HR staff)



- Walk Out of Darkness, April 21

Next Steps

Where do we go from here?



*Mental health is essential to wellbeing & health.
Prevention works. Treatment is effective.
People recover from mental health disorders.*

