



City of Palm Coast

Agenda

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

- > Public Participation shall be in accordance with Section 286.0114 Florida Statutes.
- > Other matters of concern may be discussed as determined by City Council.
- > If you wish to obtain more information regarding the City Council's agenda, please contact the City Clerk's Office at 386-986-3713.
- > In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at 386-986-3713, at least 48 hours prior to the meeting.
- > City Council Meetings are televised on Charter Spectrum Networks Channel 495 and on AT&T U-verse Channel 99.
- > All pagers and cell phones are to remain OFF while City Council is in session.

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 the City Clerk and made part of the record. If anyone is interested in discussing an issue

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

E. PRESENTATIONS

- 1. PRESENTATION - CHARTER REVIEW SUMMARY REPORT**
- 2. DISCUSSION - EXECUTIVE SEARCH FIRM FOR CITY MANAGER REQUEST FOR PROPOSALS**
- 3. RESOLUTION 2018-XX APPROVING A CITY-WIDE WIRELESS MASTER PLAN**
- 4. ORDINANCE 2018-XX REPEALING CHAPTER 54 WIRELESS COMMUNICATIONS AND AMENDING CHAPTER 4 OF THE UNIFIED LAND DEVELOPMENT CODE**
- 5. ORDINANCE 2018-XX AMENDING CHAPTER 42 ARTICLE IV COMMUNICATION RIGHTS-OF-WAY**

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.**
- 7. RESOLUTION 2018-XX APPROVING PIGGYBACKING THE NATIONAL JOINT POWERS ALLIANCE CONTRACT WITH ALAN JAY FLEET SALES FOR A FLEET REPLACEMENT VEHICLE**
- 8. RESOLUTION 2018-XX APPROVING PIGGYBACKING THE CITY OF CLEARWATER CONTRACT WITH CONCRETE CONSERVATION, INC. TO PURCHASE WASTEWATER LINER SYSTEMS**
- 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**
- 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**

G. PUBLIC PARTICIPATION

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

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

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

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

K. ADJOURNMENT

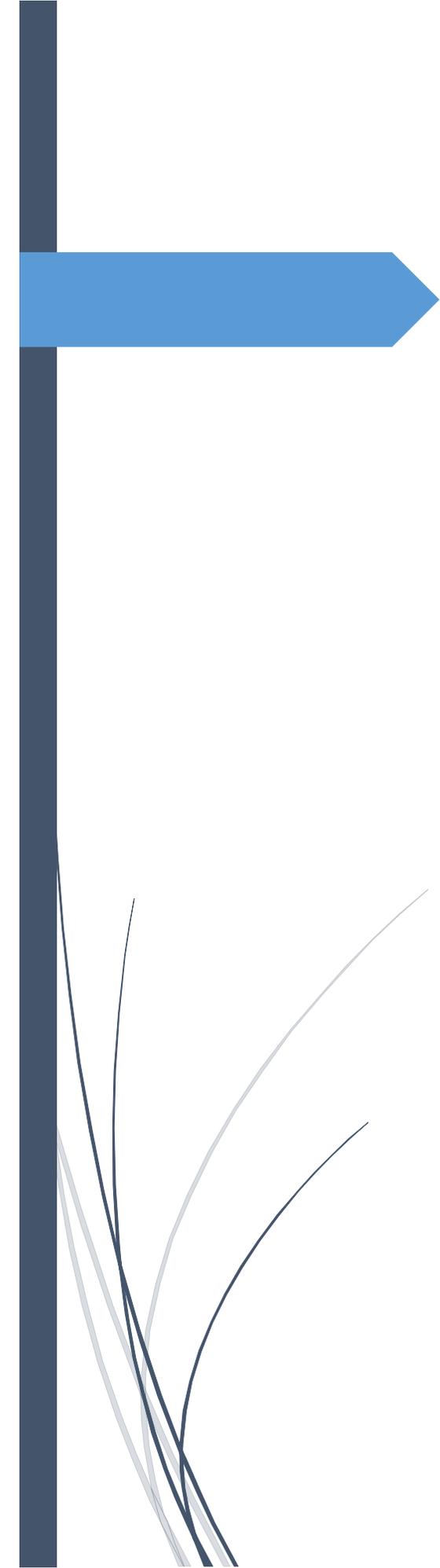
11. CALENDAR/WORKSHEET

12. ATTACHMENTS TO MINUTES

City of Palm Coast, Florida Agenda Item

Agenda Date : 01/09/2018

Department Item Key	CITY CLERK	Amount Account #	
Subject	PRESENTATION - CHARTER REVIEW SUMMARY REPORT		
Background :	<p>In September of 2017, the City of Palm Coast initiated a public participation process to educate the community about the City's charter and solicit input regarding potential changes and amendments to the document. The existing charter was written in 1999 when the city was incorporated, has been amended from time to time, but has not been reviewed in its entirety.</p> <p>Ms. Marilyn Crotty, Director of the Florida Institute of Government at the University of Central Florida, was engaged to facilitate the process. A series of public workshops were held in September and October.</p> <p>Ms.Crotty will present the summary report from the four (4) public workshops, which includes issues identified by Ms. Crotty and comments from attendees and suggestions submitted through the City's website.</p> <p>If City Council would like to amend the Charter, City staff will need direction on the scope of the amendments, whether the amendments would constitute an update or major policy changes. City staff anticipate follow up meetings to discuss the specific of any changes and a draft ordinance.</p>		
Recommended Action :	For Discussion/direction only.		



CHARTER REVIEW

CITY OF PALM COAST

September – November 2017

Marilyn Crotty

Institute Of Government – University of Central Florida

INTRODUCTION

In September of 2017, the City of Palm Coast initiated a public participation process to educate the community about the city's charter and solicit input regarding potential changes and amendments to the document. The existing charter was written in 1999 when the city was incorporated, has been amended from time to time, but has not been reviewed in its entirety.

Ms. Marilyn Crotty, director of the Florida Institute of Government at the University of Central Florida was engaged to facilitate the process. A series of public workshops were held in September and October to be followed by a workshop with the City Council in November.

This report is a summary of the four public workshops and includes comments from attendees; suggestions that were submitted to the city via email and its website; and issues for consideration identified by Ms. Crotty.

PROCESS

Workshops, one in each of the city's four districts, were held on the following dates:

September 27, 2017 – Matanzas High School

October 4, 2017 – Indian Trails Middle School

October 18, 2017 – Buddy Taylor Middle School

October 26, 2017 – Flagler Palm Coast High School

Approximately 12 – 20 people were present at each workshop with many of them attending multiple sessions. In addition, several elected officials were present at one or more of the meetings.

Each 2 hour workshop followed the same format beginning with a presentation by Ms. Crotty providing an overview of the charter review process, an explanation of city charters in general, and a comparison to the state and federal constitutions. She then invited questions from the attendees regarding the process and charter government. A public comment period followed with speakers limited to three minutes. Ms. Crotty then discussed specific sections of the Palm Coast charter at each meeting, presented issues for consideration, and responded to questions regarding these items. The public workshops concluded after another comment period when attendees were encouraged to suggest any additions, deletions, or changes to the Palm Coast charter.

September 27, 2017

After providing the educational information previously described, Ms. Crotty addressed Sections 1-5 of the Palm Coast Charter and identified potential changes to the following items:

1. Reformat the document as shown in the Model Charter (National Civic League) with articles and sections making it easier to understand and make future changes.
2. Add a preamble to the charter that identifies the source of authority for the charter and the intent or purpose of the document.
3. Delete Sections 1 and 2 that relate to the incorporation of the city and are now obsolete.
4. Revise Section 3 adding a general statement of the city boundaries.
5. Add a paragraph to Section 4 regarding intergovernmental relations (Model Charter Sec. 1.03).
6. Revise Section 5. (1) (b) 2.b and 5.(1) (b) 3.b.to add length of residency requirement
7. Delete Section 5. (1) 4. which is now obsolete.
8. Revise Section 5. (2) (a) to delete reference to initial terms.
9. Revise Section 5. (2) (c) to delete reference to new council.
10. Clarify Section 5. (5) (a) to be consistent with Sec. 5. (7) (a) specifying when the organizational meeting is held in non-election years.
11. Delete Section 5 (6) (a) (1) and (3) referencing salary amounts since (a) says compensation is established by ordinance.
12. Add in Section 5 (7) (b) 4. "violated any provision of the charter".
13. Add language in Sec. 5 (7) regarding Judge of Qualifications (from Model Charter).
14. Sec. 5. (7) (e) 1. Consider adding length of time remaining in term of mayor for holding a special election – also applies to Sec. 8. (5) (a).
15. Add language authorizing city council to make investigations (from model charter).
16. Section 5.(8) (b) Consider whether an affirmative vote of the majority of the Council attending is adequate to pass an ordinance.
17. Section 5. (10) – Add prohibition on holding other office and appointments and removals (from Model Charter).
18. Section 5. (11) – add language prohibiting giving orders either publically or privately.

Public Comments: The public comments received at this meeting addressed the following:

- Increasing the number of districts in the city to seven
- Concern about the charter review process and the absence of a citizens' committee
- No need to make any changes to the charter – leave as is
- Opposed to allowing the City Council to make investigations

October 4, 2017

Following the format described above, the second public workshop was held on October 4th. Ms. Crotty provided information on Sections 6 and 7 of the Palm Coast Charter and addressed the following issues for consideration:

1. Section 6. (1) (b) – add an option for a hearing process for removal of city manager.
2. Section 6. (2) (b) – add provision of a waiver by city council of residency requirement.
3. Section 6. (2) (c) – Review powers and duties for potential additions from model charter (long-term goals; regional and intergovernmental cooperation; partnerships).
4. Section 6. (2) – Add a provision for an Acting City Manager during absence of manager.
5. Section 7. (2) – Add information on Submission of Budget and Budget Message.
6. Section 7. (3) (e) – Review limitation on Council’s contracting authority both amount and time limit.
7. Section 7. – Add Fiduciary Oversight provision (from Model Charter).
8. Section 7. – Add requirement for independent audit.

Public Comments: The public comments received at this meeting addressed the following:

- Extend the time frame limitation on borrowing to 15 years and keep the \$15 million limit.
- Provide for a periodic cost of living increase for salaries of elected officials.
- Include qualifications for running for elective office.
- Add penalties for violating the charter.
- Change the form of government from Council – Manager to Mayor-Council form.
- Require periodic change of independent auditor
- Trust Council to provide hearing process for city manager upon removal from office.
- Support residency requirement for city manager.
- Consider adding Auditor as another charter officer.
- No need for fiduciary oversight in charter because that is an operational duty.
- Interim city manager process should be in charter with Council approving that individual.
- Increase size of city council – 5 members not enough.
- If two council members added, they should be elected at large like the Mayor.
- Do not revise the charter; it opens the document to other changes that should not be made.

October 18, 2017

The third public workshop focused on Sections 8 and 9 of the charter. Ms. Crotty made the same educational presentation she had previously presented and then addressed the following Issues:

1. Revise and move Section 5(b) 2a. and Section 5(b)3a. to Section 8 and bring into conformance with state election laws regarding petitions and fees
2. In Section 8(5)(a) determine length of time remaining when vacancy occurs in the office of Mayor rather than automatically holding a special election. Would need to be revised in conjunction with changes in Sec. 5. (7) (e) 1.
3. In Section 8(7) the membership of the canvassing board should be increased to 3 and anyone whose name is on the ballot should not be eligible to serve.
4. Delete the 48 pages of Section 9. (1) and (2) which include legal descriptions and add statements that boundaries of the city and council districts are available at city hall and on the city website.

Public Comments:

- Require one year residency prior to qualifying to run for office
- Give authority to City Council, by majority vote, to direct the city manager to remove an employee with just cause
- All expenditures (dollar amount) not in budget must be approved by the City Council
- Leave quorum requirements the same
- Include that the Flagler County Supervisor of Elections is responsible for all elections
- Move the language regarding the districting committee from section 10 to Section 9
- Increase Council to seven members
- This charter review process is in violation of the charter and is not legal (mentioned by 3 people)
- Treat employees with dignity

October 26, 2017

The final public workshop focused on Sections 10, 11, and 12 of the charter and also included the basic information that had been shared at the previous workshops. Ms. Crotty identified the following issues for consideration:

1. Revise Section 10 (2) (a) and (b) to eliminate language about the initial charter review and require a charter review a minimum of every ten years by a charter review committee that is advisory to the council. Delete the timeframe for delivery of recommendations to the City Council

2. Section 10. (3) Change the percent required for initiative and referendum. Delete reference to charter amendment in this section because it conflicts with state law.
3. Add a detailed process for initiative and referendum (see Model Charter)
4. Move Section 10 (4) (a-g) Districting process to more appropriate section
5. Reword Section 11. to reflect charter rather than act
6. Delete Section 12. Transition Schedule due to obsolescence

Public Comment:

- Do not amend the charter
 - Citizens have been denied the right to review the charter; the people should have input
 - There should be a citizen's committee reviewing the charter
 - The city should trust the people. We should return to the charter and appoint a committee
 - The current process (public workshops) is working; no problem with this
 - The city administration does what it pleases; the charter provides for a citizen review
 - If the city does not set up a committee by Nov. 5th it is in violation of the charter, state law, and the U.S. Constitution
 - Follow the process outlined in the charter
 - This is a control issue; citizens are not trusted; only done so people can say we tried a charter review and it did not work
 - The committee has to be funded; my calculations indicate it would be just less than \$100k(10 hours per week for 40 weeks)
 - State law states funded
 - I am sure I would not be on the committee
- (comments regarding use of citizen committee for charter review process were made by 4 individuals who spoke multiple times)*

ADDENDUM
PUBLIC INPUT RECEIVED VIA EMAIL AND WEBSITE

From: <do_not_reply@palmcoastgov.com>
Subject: Website Feedback
Date: August 12, 2017 at 5:31:14 PM EDT
To: <dakins@palmcoastgov.com>

Problem/Bug

As many are aware I have proposed a City Charter Referendum to change the Charter to a Strong Mayor form of Government. I will be proceeding to draft it and start get the 10 percent of the electorate signatures to the election board in time for it to be placed on the 2018 ballot. There is a deep desire among the electorate to take the City to a people elected Strong Mayor with Strong council persons. The Referendum will call for abolishing the City Manager form and state the new Strong Mayors budget tens of thousands under the bloated City Managers. It also will call for new City Lawyers for a clean start independent of historical ties that have done to many illogical spending. Signed, George D Meegan Sr.

Suggested Charter Changes

Charter changes. Section 5 Paragraph 11 add the following, “A city employee may have access to the Mayor or City Council member to lodge a complaint against the City Manager or City Attorney. The Mayor or City Council member will have the authority to review the complaint and report back to City Council for appropriate action”

Section 6 paragraph (3) sub (b) remove last sentence. The City Attorney should live in Palm Coast

Section 7 paragraph (3) sub (e) remove the words “other unfunded” This will make all contracts over 15 million subject to citizen review

Charter Section 7 paragraph (e) add The City Council shall not by administrative action overrule the results of a referendum unless a state of emergency has been declared by the Governor or Federal authorities

September 28, 2017

City of Palm Coast Council
City Clerk
Charter Review
160 Lake Avenue
Palm Coast, FL 32164

Via E-Mail: vsmith@palmcoastgov.com
charter@palmcoastgov.com

RE: City Charter Review

Members of City Council and City Clerk:

Last night, I was in attendance for the first of four planned meetings addressing the charter review for the City of Palm Coast. Council and staff members in attendance were encouraged by Ms. Crotty to post public comments regarding ideas as well as the process.

According to Council's section of the City's website, "citizen participation" is encouraged throughout the current process. The procedures, as outlined, include: sending ideas/thoughts to the city at a designated email address, attending the planned workshops, attending Council workshops, and then voting on proposed amendments, "if any are proposed during the 2018 election cycle". Continuing with this process, we learn it is the "City Council that will consider whether any changes to the charter should be proposed to the voters". A facilitator, Marilyn Crotty, has been hired by City Council to conduct the planned workshops and provide Council with a summary on Nov. 28, 2017. Thereafter, Council will hold meetings from December through February to finalize formal action, if any.

I prepared well-researched remarks for last night's meeting. Public comments were limited to (2) 3 minute opportunities; hardly ample time to discuss our charter, "comparable to the Constitution of the United States or a state's constitution". In fact, during last night's meeting, Ms. Crotty provided our state has currently empaneled "a body" to review our state constitution. Likewise, we learned the cities of Tallahassee and Cocoa Beach, through citizens appointed to charter review committees, changed their charter to address campaign finance and have limited contributions for municipal candidates. Our own city attorney, a charter officer, participated in a charter review committee for the City of Winter Springs; and, yet, he, along with our other charter officer, seek to deny the citizens of Palm Coast that same opportunity and are determined to have City Council control the entire process. Before addressing the obvious question, allow me to present the remarks prepared for last night's meeting:

According to the City's website, the current process is advertised and promoted as a Charter Review. Details are listed on the City Council section, with its own tab labeled, "Charter Review". Words matter.

What is a City Charter? As provided by the City, “A municipal charter... is comparable to the Constitution of the United States or a state’s constitution. The charter is, therefore, the most important legal document of any city”.

According to a 5/31/17 FlaglerLive article, “It’s a brief, 22-page document that sets out how the city is to govern itself, leaving the details to ordinances”.

The City Council’s page provides, “The Palm Coast City charter was approved by the Florida Legislature”. In fact, in order to become a City, a charter had to be drawn and subsequently approved by the Florida Legislature.

The Charter Review process on the website and adopted by City Council is extremely different than that explained by six simple sentences of Section 10, sub section 2 of our own Charter. This is the first issue that must be addressed.

According to Marilyn Crotty, the intermediary, hired by the Council, a city charter “should be compact, simple, clear, readable, and understandable to the lay citizen”. I agree. My background is that of an insurance underwriter and I know from experience insurance policies are to be written such that sixth graders are able to read and comprehend. So, this lay citizen read Section 10 – General Provisions of our Charter.

There are 5 separate sections: Charter Amendment, Charter Review, Initiative and Referendum, Adjustments of Districts, and Standards of Conduct.

Subsection 2 – Charter Review has 2 parenthetical sections, Schedule and Charter Review Committee. Six sentences outline the process for a Charter Review.

The Charter **shall be reviewed** no sooner than 10 years after the creation of the City..., and thereafter it may be reviewed every ten years. (As FlaglerLive reported in 5/17, the charter has been amended but **a full review has never been completed**. Many interpret the mandatory “shall be reviewed” as a review should have been done in 2009; but, the language is clear; it says no sooner than 10 years. Eighteen years is not any sooner than 10 years. I would argue the first compulsory review should follow our Charter.

The next 5 sentences outline how a 5 member Charter Review committee “**shall be appointed**” by city council members and the mayor, an appointee from each district and an appointee at large. The Council **shall fund the committee**. The committee **shall be appointed** one year before the next scheduled general election, finish its work, and make presentations no later than 60 days before the general election. City Council **shall hold** at least 2 public hearings on the proposed changes before placing the proposed changes on the general election ballot.

Seems clear to me; but, Ms. Crotty said, “One of the reasons that it’s a good time for you to look at your charter is because your charter is not clear on how you go about that process”. (FlaglerLive 8/9/17).

So, I questioned this. I was told Florida Statutes, [Chapter 166, section 031](#) governs this process and gives the Council the authority to change the charter review process. I humbly disagree. I read F.S. 166.031. Its title is **Charter Amendments**, not Charter Review. Section 10, subsection 1, rightfully references Chapter 166 as the Municipal Home Rule Powers Act is important for cities; however, as F.S. 166.031(3) notes, “A municipality may amend its charter pursuant to this section notwithstanding any charter provisions to the contrary. **This section shall be supplemental to the provisions of all other laws relating to the amendment of municipal charters and is not intended to diminish any substantive or procedural power vested in any municipality by present law**”. Yes, City Council can amend, by ordinance, or elector(s) may by petition, offer proposed amendments, such as was done with the change in our election process, moving to even-numbered years; but, this is not a Charter Review. Section 10 (2)(a)(b) **is contrary**. It spells out, in layman’s terms, how the Charter Review is to proceed.

I went further. Attorney General Opinion, AGO 2003-36, was written to address question by a Charter Review Committee for the City of Hallendale Beach. The committee asked if the city charter could be amended so that the city council could amend without referendums, except in certain circumstances defined by [F.S. 166.021\(4\)](#). The answer was “No”. Yet, another statute provides clarity as far as Charter Amendments are concerned; but, neither reference Charter Review.

Ms. Crotty, as reported by FlaglerLive (8/9/17), first met Attorney Reischmann, a charter officer according to Section 6 of our Charter, while he was a member of a citizen panel working on the charter for the City of Winter Springs. According to the article, Reischmann has parroted Landon’s position, another charter officer, that the council, not an independent body [not the people], maintain control of the review and the process. Winter Springs does not and did not conduct its charter review in the manner before us. Why are we?

Money. Maintain the status quo. Control.

Offering an amendment through the Charter Amendment process is essentially the council identifying a change and putting the proposed change on the ballot. By the time it gets to the ballot, little education has occurred and it becomes like those judges who appear on the ballot – retain yes or no?

The referendum initiative method requires citizens to mobilize, gather petition signatures, have it presented to council and contingent upon council’s action, place it on the ballot. At least 10% of registered voters, ranging from 7,000 to 8,000, required signatures. We already see difficulties in mobilizing voters to vote. The referendum process requires work that sadly many choose to not to do.

The Charter Review, spelled out in our charter, is a **citizen panel**, much like the one Mr. Reischmann joined in Winter Springs. I would argue it is a “substantive or procedural power vested” in the City of Palm Coast, specifically its citizens. By adopting the current process, the people are circumvented and neutralized. City Council offers reasons as to why the current process was chosen and the prescribed process was cast aside:

- There is not a ground swell or clamoring for the review
- The elected body is exposed to more information than the everyday resident.
- The county's experience proved to be a "huge learning experience" for that committee and after 6 months they couldn't move forward.
- Tremendous amounts of resources were required to educate the lay people
- Essentially, it's complicated.

Please note Section 10(2)(a)(b) does not require any of the above for the first mandatory Charter Review to occur.

The county process was NOT a charter view. That committee was tasked with determining if a Charter form of government would work in Flagler. They concluded it would not.

The City Council and the Charter Officers looked at the Charter, specifically Section 10(2)(a)(b) and decided to change it. And they have done this without placing this proposed change on the ballot for a vote by its electors. Why? Because the outcome sought has already been written, "There's not that much in it that needs to be changed, tweaked, adjusted, or added", stated Marilyn Crotty in an August 10, 2017 Daytona Beach News Journal article penned by Matt Bruce. A conclusion has been reached before the first meeting.

This current process satisfies being able to check the box and say, we did it. We had the Charter Review. We can look our constituents in the eye and say we tried, there wasn't any excitement, and the changes offered simple aren't feasible. But that's wrong.

John Brady's letter of June 5, 2017 captures the essence of the current process, "the idea of citizens having the accumulated knowledge of the workings of municipal government" is basically absurd. But he goes on to make a point with which I concur, a lack of understanding of the "way things have always been done", or the good ole' boys' system, is an asset, not a detriment as it invites citizens to apply critical thinking skills and ask why, why not, and what if. Mr. Brady offers several suggestions. I have recommendations, too; yet, I fear the current process opens the door to litigation. Still, sadly in the end, our ideas will not get past the automatic 3 No votes currently on council.

We are being told to sit down. Be quiet. Council knows best. This is an Eminence Front. It's the fox guarding the hen house. Sadly, taxpayers are paying for this and "We the People" have been subjugated to hens.

I urge City Council to request an opinion from the Attorney General to reconcile the current charter review process with that outlined in our Charter and approved by the Florida Legislature.

Sincerely,

Kimble Medley
Palm Coast Elector, District 2

Virginia Smith

From: Kimble Medley <kimblemedley@gmail.com>
Sent: Tuesday, October 24, 2017 12:09 PM
To: Charter; Virginia Smith
Subject: Charter Review Recommendations
Attachments: PC City Charter Review Recommended Changes.docx

Follow Up Flag: Follow up
Flag Status: Flagged

As recommended by the facilitator, Ms. Crotty, and city staff, I am attaching my suggested changes to the Charter, with mark-ups and comments.

I may submit further recommendations based on future meetings.

Thank you,

Kim Medley

Sent from [Mail](#) for Windows 10



CITY OF PALM COAST - CHARTER[1]

Footnotes: --- (1) ---

Editor's note— Printed herein is the Charter of the City of Palm Coast, Florida, as adopted by Laws of Fla., ch. 99-448, and as amended in ch. 2002-339, effective on May 1, 2002.

Amendments to the Charter are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original Charter. Obvious misspellings and punctuation errors have been corrected without notation. For stylistic purposes, a uniform system of headings, catchlines and citations to state statutes has been used. Additions made for clarity are indicated by brackets.

Insert Introductory paragraph

Commented [KM1]: Add introductory paragraph similar to a mission statement or a basic definition of what the charter is.
Deleted: ¶

Article I. - Short title.

Commented [KM2]: Change current "Section" titles to Article.
Deleted: Sec. 1

This act, together with any future amendments thereto, shall be known and may be cited as the "City of Palm Coast Charter," hereinafter referred to as "the Charter."

Deleted:

Article II. - Legislative intent.

Deleted: Sec. 2

The Legislature hereby finds and declares that:

- (1) The area in Flagler County known as the Palm Coast Service District includes a compact and contiguous urban community amenable to separate municipal government.

(2) It is in the best interests of the public health, safety, and welfare of the citizens of this community to form a separate municipality for the Palm Coast Service District area with all powers and authority necessary to provide efficient and adequate municipal services to its residents.

Article III. - Incorporation of municipality.

(1) There is hereby created effective, December 31, 1999, in Flagler County, Florida, a new municipality to be known as the City of Palm Coast.

(2) The corporate boundaries of the City of Palm Coast, hereinafter referred to as "the City," shall be as they exist as of the current time and as amended by state law.

(3) The City of Palm Coast shall operate under a Council-Manager form of government.

The general duties of the Council (described in Article 5) shall be to set policy; the general duties of the Manager (described in Article 6) shall be to carry out those policies.

Deleted: Sec. 3

Commented [KM3]: Delete reference to section 9(1) as this will be changed in the same section, thereby deleting 48 pages of the charter.

Deleted: described in section 9(1).

Commented [KM4]: Change from section to Article

Deleted: section

Commented [KM5]: Change from section to Article

Deleted: section

Article IV - Municipal powers.

The City shall be a body corporate and politic and shall have all the powers of a municipality under the Constitution and laws of the State of Florida, as fully and completely as though such powers were specifically enumerated in this Charter, unless otherwise prohibited by or contrary to the provisions of this Charter. The City shall have all governmental, corporate, and proprietary powers necessary to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes unless expressly prohibited by law. The powers of the City shall be liberally construed in favor of the City.

Deleted: Sec. 4.

Deleted: ¶
¶
¶

Article V - City Council.

(1) City Council: composition; qualifications for office.

(a) Composition.

1. There shall be a five-member City Council consisting of four District members and a Mayor.

2. There shall be four districts within the City, derived from the boundaries as existing at the current time and as amended by State law. These districts shall be designated as District One, District Two, District Three, and District Four.

3. Each of the four Council members shall run from the district in which they live, but be elected at-large; and, the Council members elected from each district shall be considered to hold Seat One, Seat Two, Seat Three, and Seat Four.

4. The Mayor shall live within the City boundaries. The Mayor shall run at-large, and be elected at-large.

(2) Qualifications for office:

1. Each candidate for office shall be a qualified elector of the City.
2. Each individual seeking to qualify as a candidate for one of the four seats on the Council shall:

a. Submit a petition supporting his/her candidacy to the City Clerk containing the signatures of at least one percent (1%) of the electorate

Deleted: Sec. 5.

Deleted:

Deleted:

Deleted: ¶

Deleted: the boundaries of which are . . . as outlined in section 9

Commented [KM6]: remove reference of section 9(1).

Moved (insertion) [1]

Deleted: ¶

Deleted: E

Deleted: .

Deleted: (2).

Moved up [1]: These districts shall be designated as District One, District Two, District Three, and . . . District Four. E

Deleted: .

Deleted:

Deleted: .

Commented [KM7]: Separated for ease of reading.

Deleted: (3).

Deleted: .

Deleted: . (b)

Deleted:

residing within the district (as identified in the most recent decennial census) which he/she seeks to run no later than noon on the 28th day preceding the first day of the qualifying period for the office sought;

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or, Pay to the City Clerk:

i. An election assessment fee of one percent (1%) of the annual salary of the office sought; and,

- Commented [KM8]: language consistent with F.S. 99.093(1)
- Commented [KM9]: F.S. 99.093(1).
- Deleted: a qualifying
- Deleted:
- Deleted: ten
- Deleted:
- Commented [KM10]: Adds fee from F.S. 99.092(1)

ii. A filing fee of three percent (3%) of the annual salary of the office sought.

Candidates seeking to qualify who cannot pay the election assessment, fee as such payment presents an undue burden, may seek an exemption from the fee in accordance with the process outlined in state law.

- Deleted: he/she seeks to run for.

b. At the time of qualification, each candidate for a Seat on the Council shall have established a physical residency and resided within the boundaries of the district for the office sought for one year; and, shall continue to maintain a residency for the length of the term of office, wherein he/she resides for a minimum of 45 weeks of each year.

- Commented [KM11]: Added to include undue burden exemption process F.S. 99.093(2).

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- Deleted:

3. Each individual seeking to qualify as a candidate for Mayor shall:

a. Submit a petition supporting his/her candidacy to the City Clerk containing the signatures of at least one percent of the electors residing within City limits (as identified in the most recent decennial census) no later than noon on the 28th day preceding the first day of the qualifying period for the office sought; or, pay to the City Clerk;

- Commented [KM12]: Physical residency shall have been established for at least one year and maintained through the term with 45 weeks of the year.

- Deleted: that he/she seeks to run from. For the length of their term, Council members shall maintain residency within the boundaries of the district from which he/she ran. In addition, candidates, and Council members, shall reside at least 45 weeks in each year in the district in which they live.

- Deleted: a qualifying fee of ten percent of the Mayoral salary.

i. ~~An election assessment fee of one percent (1%) of the annual salary of the office sought; and,~~

Commented [KM13]: language consistent with F.S. 99.093(1)
Commented [KM14]: F.S. 99.093(1).

ii. ~~A filing fee of three percent (3%) of the annual salary of the office sought.~~

Commented [KM15]: Adds fee from F.S. 99.092(1)

b. At the time of qualification, each candidate for Mayor shall reside within the City limits. For the length of the Mayor's term(s), the Mayor shall maintain residency within the City limits. In addition, Mayoral candidates, and the elected Mayor, shall reside at least 45 weeks in each year within the City limits.

~~(3) Terms of office.~~

Deleted: 4. Additionally, for the initial election, following the referendum approving the creation of the City, candidates for office shall qualify as provided in section 13(3)

Deleted:), ¶

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(a) The term of office for each District Member shall be four ~~years.~~

Commented [KM17]: The initial term of office has passed and this section about staggering is no longer relevant.

(b) No Council member or Mayor may serve more than two successive four-year terms. ~~No council member and/or Mayor, having served no more than two successive four-year terms, may serve any additional term as either Mayor or as City Council from a new district.~~

Deleted: in the same seat.

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(c) Each Council member shall remain in office until his/her successor is elected and assumes the duties of the position at the first meeting of the new Council, which shall be held in accordance with City ordinance.

~~(4) Powers and duties of Council. Except as otherwise prescribed herein or provided by law, legislative and police powers of the City shall be vested in the Council. The Council~~

Deleted: 3

shall provide for the exercise of its powers and for the performance of all duties and obligations imposed on the City by law.

(5) Powers and duties of the Mayor.

Deleted: 4

(a) Powers. In addition to the regular powers invested in any other Council member, the Mayor shall: be recognized by the governor for purposes of military law; have the power to declare an emergency situation; have the power for service of process, and execution of contracts, deeds and other documents; have the power to represent the City in all agreements with other governmental entities or certifications to other governmental entities that the Council has approved.

(b) Duties. In addition to the Mayor's regular duties, the Mayor shall: preside at meetings of the Council and be recognized as the head of City government for all ceremonial occasions. The Mayor shall have no administrative duties other than those necessary to accomplish these actions, or such other actions as may be authorized by the City Council, consistent with general or special law.

(6) The Vice-Mayor: election and duties.

Deleted: 5

(a) Election. There shall be a Vice-Mayor elected annually by the Council from among the Council members. Such election shall take place at the first meeting after the general election, or at the organizational meeting during years when there is no election.

(b) Duties. The Vice-Mayor shall have the same legislative powers and duties as any other Council member, except that the Vice-Mayor shall serve as Acting Mayor during the absence or disability of the Mayor, and during such period, shall have the same duties as provided for in section 5(4).

(c) In the absence of the Mayor and Vice-Mayor, the remaining Council members shall select a Council member to serve as Acting Mayor.

~~(7)~~ Compensation and expenses.

Deleted: 6

(a) Compensation. The Council members and Mayor shall receive compensation as established by ordinance. Such compensation shall not take effect until the date of commencement of the terms of Council members elected at the next regularly scheduled election that follows the adoption of said ordinance by at least six months.

~~(b)~~ Expenses. The Council may provide for reimbursement of actual expenses incurred by its members while performing their official duties.

Deleted: (1) The Mayor of the City of Palm Coast, Florida shall receive the annual salary . . . of \$11,400.00. ¶
. . . (2) Reserved. ¶
. . . (3) Each member of the City Council of the City of Palm Coast, Florida not . . . serving as Mayor, shall receive the annual salary of \$9,600.00

~~(8)~~ Vacancies; forfeiture of office; suspension; recall; filling of vacancies.

Deleted: .

(a) Vacancies. A vacancy in the office of the Mayor or of a Council seat shall occur upon any of the following: upon the death of the incumbent; removal from office as authorized by law; resignation; appointment to other public office which creates dual office holding; judicially determined incompetence; or forfeiture of office as herein described.

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(b) Forfeiture of office. The Mayor or any other Council member shall forfeit his/her office upon determination by the Council, acting as a body, that he/she:

1. Lacks at any time, or fails to maintain during his/her term of office, any qualification for the office prescribed by this Charter or otherwise required by law;
2. Is convicted of a felony, or enters a plea of guilty or nolo contendere to

a crime punishable as a felony, even if adjudication of guilt has been withheld;

3. Is convicted of a first-degree misdemeanor arising directly out of his/her official conduct or duties or enters a plea of guilty or nolo contendere thereto, even if adjudication of guilt has been withheld;

4. Is found to have violated any standard of conduct or code of ethics established by law for public officials and has been suspended from office by the Governor, unless subsequently reinstated as provided by law; or

5. Is absent from three consecutive regular Council meetings without being excused by the Council.

(c) Suspension from office. The Mayor or any other Council member shall be suspended from office by the Council acting as a body upon return of an indictment or issuance of an information charging the Council member or Mayor with any crime which is punishable as a felony or with any crime arising out of his/her official conduct or duties which is punishable as a misdemeanor. Pursuant thereto:

1. During the period of suspension, the Mayor or the Council member shall not perform any official act, duty, or function, or receive any allowance, emolument, or privilege of office.

2. If the Mayor or the Council member is subsequently found not guilty of the charge, or if the charge is otherwise dismissed or altered so that suspension would no longer be required as provided herein, the suspension shall be lifted by the Council, and the Council member or Mayor shall be

entitled to receive full back allowances and such other emoluments or as he/she would have been entitled to had the suspension not occurred.

(d) Recall. The electors of the City following the procedures for recall established by general law, ordinance, and Florida Statutes 100.361, may remove the Mayor or any member of the City Council from office.

Commented [KM20]: specifically reference F.S. 100.361

Deleted: or

Deleted: .

(e) Filling of vacancies.

1. If, for any reason other than recall, a vacancy occurs in the office of Mayor, the Vice Mayor shall assume the position of Mayor. If less than six (6) months of the term remains; the council may appoint a Mayor until the next general election. If more than six (6) months of the term remain, then 30 days following the occurrence of such vacancy, a Special Election shall be called as outlined in section 8(5)(b). The Special Election for Mayor shall be for the remainder of the unfilled term.

Commented [KM21]: Modified to consider vacancy of less than 6 months and avoid multiple special elections.

2. If, for any reason other than recall, a vacancy occurs in the office of any Council seat within the first two years of a term, the office shall be filled by appointment within 30 days following the occurrence of such vacancy by majority vote of the remaining Council members. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the remaining two years of the original term, thus continuing the original staggering of district seats.

3. If, for any reason other than recall, a vacancy occurs in the office of any Council seat within the last two years of a term, the office shall be filled

by appointment within 30 days following the occurrence of such vacancy by majority vote of the remaining Council members. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the regular four-year term.

4. If a vacancy occurs as a result of a Recall Petition, such vacancy will be filled by Special Election as outlined in section 8(5)(b) and F.S. 100.361 (6)(a-d).

Commented [KM22]: Reference F.S. 100.361

5. Any person appointed to fill a vacant seat on the Council is required to meet all the qualifications for office except the petition requirement.

(9) City Council meetings: organizational meeting; quorum; special meetings. The Council shall meet regularly at least twice a month, at such times and places as the Council may prescribe by ordinance. Such meetings shall be public meetings, and shall be subject to notice and other requirements of law applicable to public meetings. Pursuant thereto:

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Commented [KM23]: Provides consistency with current practice of (2) Council meetings per month

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(a) Organizational meeting. The first meeting following a general City election at which elected or reelected Council members are inducted into office shall be held in accordance with City ordinance.

(b) Quorum. A majority of the Council, including the Mayor, shall constitute a quorum. No action of the Council shall be valid unless adopted by an affirmative vote of the majority of the Council members and Mayor in attendance, unless otherwise provided by law, ordinance, or stated herein. All actions of the City Council shall be by ordinance, resolution, or motion.

(c) Special meetings. Special meetings may be held at the call of the Mayor, or, in the absence of the Mayor, at the call of the Vice-Mayor. Special meetings may also be called upon the request of a majority of the Council members. Recommended actions shall be

~~presented at the next City Council meeting such that any action taken shall be by ordinance, resolution, or motion.~~ The City Clerk shall provide not less than 24 hours prior notice of the meeting to the public, unless a declared emergency situation exists.

Commented [KM24]: This stops decisions made at workshops and allows for public comment. Currently, public comment is not offered at workshops.

~~(10) City records.~~ The Council shall, in a properly indexed book kept for the purpose, provide for the authentication and recording in full of all minutes of meetings, and all ordinances and resolutions adopted by the Council, and the same shall at all times be a public record. In addition, the Council shall keep verbatim recordings of all meetings in accordance with state law. The Council shall further maintain a current codification of all ordinances. Such codification shall be printed and be made available to the public on a continuing basis. All ordinances or resolutions of the Council shall be signed by the Mayor or in the Mayor's absence, by the Vice-Mayor, or in the absence of both, by the Acting Mayor, and attested to by the City Clerk.

Deleted: 9

~~(11) Limit of employment of Council members.~~ Neither Council members nor the Mayor shall be in the employment of the City while in office, nor shall any former Council member or former Mayor be employed by the City until after the expiration of ~~five (5) years~~ from the time of leaving office.

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Commented [KM25]: extend time limit post council/mayoral service

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Deleted: 1

~~(12) Noninterference by City Council.~~ Except for the purpose of inquiry and information, the Council and its members, including committees thereof, are expressly prohibited from interfering with the performance of the duties of any City employee who is under the direct or indirect supervision of the City Manager or City Attorney. Such action shall be malfeasance within the meaning of Florida Statutes. (Ord. No. 03-08, § 1, 4-15-03; Ord. No. 07-07, § 1, 4-3-07; Ord. No. 2014-4, § 1, 2-4-14)

Deleted: 11

Article VI - Charter officers. The designated Charter Officers shall be the City Manager and the City Attorney.

Deleted: Sec. 6.

(1) Designated Charter Officers: appointment; removal; compensation; filling of vacancies; candidate for City office.

(a) Appointment. The Charter Officers shall be appointed by a unanimous vote of the full Council and shall serve at the pleasure of the Council.

Commented [KM26]: Requires any candidate to appeal and demonstrate to all members of his or her qualifications and ability to garner support.

Deleted: majority

(b) Removal. The Charter Officers shall be removed from office by a unanimous vote of the full Council. If the vote is less than unanimous, the Charter Officer may, within seven days of the dismissal motion by the Council, submit to the Mayor a written request for reconsideration. Any action taken by the Council at the reconsideration hearing shall be final.

Commented [KM27]: Stops the easy to garner majority rule and allows council to remove a City Manager and not be under his or her dictate for his or her own departure.

Deleted: only by a ... majority

(c) Compensation. The compensation of the Charter Officers shall be fixed by the City Council, shall be calculated in accordance with an industry accepted formula, which includes merit based benchmarks, and shall be reviewed every year, along with all severance packages and benefits.

Commented [KM28]: Prevents Golden Parachutes and does not tie the hands of future councils.

(d) Filling of Vacancy. The City Council shall begin the process to fill a vacancy in the Charter Office of the City Manager or City Attorney within 30 days of the vacancy. An Acting City Manager or Acting City Attorney may be appointed by the Council during a vacancy in office.

Commented [KM29]: Process should begin sooner rather than later

(e) Candidate for City Office. No Charter Officer shall be a candidate for any elected office while holding his/her Charter Office position.

(2) City Manager: qualifications; residency; powers and duties. The City Manager shall be the chief Administrative Officer of the City.

(a) Qualifications. The City Manager shall be selected on the basis of experience, expertise, and management ability as it pertains to running municipal government.

(b) Residency. Although the City Manager need not be a resident of the City at the time of appointment, within six (6) months of such appointment, he/she shall establish and maintain a physical residency within the corporate limits of the City.

(c) Power and Duties. The City Manager shall:

1. Attend all meetings of the City Council.
2. Draw and sign vouchers upon depositories, and keep, or cause to be kept, a true and accurate account of same. Such vouchers shall be countersigned by the Mayor or by the Vice-Mayor in the event the office of Mayor is vacant. If both the Mayor and Vice Mayor offices are vacant, the Acting Mayor shall countersign such vouchers.
3. Be responsible for: signature and issuance of all licenses issued by the City; issuance of receipts for all moneys paid to the City; and deposit of said moneys in the proper depositories on the first banking day after receipt.
4. Provide administrative services as required by the Mayor and the Council.
5. Appoint a City Clerk to serve at his/her pleasure.
6. Appoint and suspend or remove any employee of the City. The City Manager may authorize any administrative officer who is subject to his/her direction and supervision to exercise these powers with respect to

Commented [KM30]: Not just a P O Box

Deleted: Upon request of the City Manager, this 6-month period may be extended by the City Council for an additional 6-month period.

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subordinates in that officer's department, office, or agency within the guidelines of stated personnel policies and procedures.

7. Shall establish procedures and provide training consistent with Florida Statute 112.3187, "Adverse action against employee for disclosing information of specified nature prohibited; employee remedy and relief", also known as "Whistleblower Laws".

Commented [KM32]: Adds F.S. 112.3187 and can set up a process whereby employees are able to approach City Council Members.

8. Direct and supervise the administration of all departments, offices, and agencies of the City, except as otherwise provided by this Charter or by law.

9. See that all laws, provisions of this Charter, and acts of the Council are faithfully executed.

10. Prepare and submit annually a balanced budget, budget message, and capital program to the Council.

11. Keep the Council fully advised as to the financial condition and future needs of the City and make such recommendations to the Council concerning the affairs of the City.

12. Submit to the Council, and make available to the public, a complete report on finances and administrative activities of the City as of the end of each fiscal year.

13. Sign contracts on behalf of the City to the extent authorized by the Council. Assign a dollar limit

Commented [KM33]: Contracts that exceed this dollar limit shall be presented to the City Council for decision.

14. Perform other such duties as are specified in this Charter or as may be directed by the Council.

(3) City Attorney: qualifications; residency; powers and duties. The City Attorney shall be the chief legal officer of the City. The City Attorney ~~shall be retained in house; and when appropriate, may be retained part-time, under contract.~~

Deleted: may either be retained in-house, or be retained part-time under contract.

(a) Qualifications. The City Attorney shall be a member in good standing of the Florida Bar.

(b) Residency. ~~The City Attorney shall, within six (6) months of such appointment, establish and maintain a physical residency within the corporate limits of the City. If any City Attorney services are retained part-time and under contract, such attorney need not be a resident of the City.~~

Deleted: If retained in-house, t

Deleted: Upon request of the City Attorney, this 6-month period may be extended by the City Council for an additional 6

Commented [KM34]: The Charter Officer, the City Attorney, must reside within the City. Other attorneys hired at his or her discretion, need not be residents.

Deleted: contracted,

(c) Powers and Duties. The City Attorney shall:

1. Serve as chief legal advisor to the City Council, the City Manager, and all City departments, offices, City advisory boards, and agencies.

2. ~~Appoint, suspend or remove such assistant attorneys as may be required.~~ The remainder of the staff of the Office of City Attorney shall be employees of the City, appointed, suspended, or removed under the regular personnel policies and procedures of the City.

Deleted: If in-house; appoint

Deleted:

Commented [KM35]: If the City Attorney hires outside legal counsel, he or she shall appoint, suspend, or remove; not the City Manager.

Deleted: If City Attorney services are contracted, the City Manager shall appoint, suspend or remove any in-house assistant attorneys as may be required

3. The City Attorney or designee shall attend all City Council meetings unless excused by the City Council, and shall perform such professional duties as may be required by law or by the Council in furtherance of the law.

4. The City Attorney shall prepare an annual budget for the operation of the Office of the City Attorney and shall submit this budget to the City

Manager for inclusion in the annual City budget, in accordance with uniform City procedures.

Article VII - Budget and appropriations.

Deleted: Sec. 7.

(1) Fiscal year. The City fiscal year shall begin on October 1 of each year and end on September 30 of the succeeding year.

(2) Budget adoption. The Council shall by resolution adopt a budget on or before the 30th day of September of each year. A resolution adopting the annual budget shall constitute appropriation of the amounts specified therein as expenditures from funds indicated.

(3) Appropriation amendments during the fiscal year: Supplemental appropriations; reduction of appropriations; transfer of appropriations; limitations; effective date; limitations to Council's contracting authority.

(a) Supplemental appropriations. If, during the fiscal year, revenues in excess of those estimated in the budget are available for appropriation, the Council may, by resolution, make supplemental appropriations for the year in an amount not to exceed such excess.

(b) Reduction of appropriations. If, at any time during the fiscal year, it appears probable to the City Manager that the revenues available will be insufficient to meet the amount appropriated, the City Manager shall report same to the Council without delay, indicating the estimated amount of the deficit, any remedial action to be taken, and recommendations as to any other steps that should be taken. The Council shall then take such further action as it deems necessary to prevent any deficit and, for that purpose, the Council may by resolution reduce one or more appropriations accordingly.

(c) Transfer of appropriations. At any time during the fiscal year, the City Manager may transfer all or part of any unencumbered appropriation balance within a department, office, or agency of the City to other programs within the same department, office or agency. And, upon written request of the City Manager, the Council may transfer part or all of any unencumbered appropriation balance from one department, office, or agency to another.

(d) Limitations: Effective date. No appropriation for debt service may be reduced or transferred, no appropriation may be reduced below any amount required by law to be appropriated, and no appropriation may be reduced by more than the amount of the unencumbered balance thereof. Other provisions of law to the contrary notwithstanding, the supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

(e) Limitations to Council's Contracting Authority. Unless authorized by the electors of the City at a duly held referendum election, the Council shall not enter into lease purchase contracts or any other unfunded multiyear contracts, the repayment of which: extends in excess of 36 months; or exceeds ~~\$5,000,000.00~~

Article VIII. - Elections.

(1) Electors. Any person who is a resident of the City, who has qualified as an elector of this state, and who registers in the manner prescribed by law shall be an elector of the City.

(2) Nonpartisan elections. All elections for City elective office shall be conducted on a nonpartisan basis without any designation of political party affiliation.

Commented [KM36]: Reduce amount to limit power.

Deleted: \$15,000,000.00.

Deleted: Sec. 8

(3) Qualifying for office. Any person who wishes to become a candidate for a City elective office shall qualify with the City Clerk concurrent with Flagler County's qualifying period as established by state law. In addition, candidates shall qualify as provided in paragraph (1)(b) of section 5.

(4) Schedule of regular elections and primaries: The general City election shall be the first Tuesday after the first Monday in November of each even-numbered year. Such City elections shall be general City elections. If there are more than two candidates who qualify for any office, a primary City election shall be held at the time of the State and Federal Primary Elections.

(a) An election to fill a vacant council seat, as outlined in paragraph (7)(e) of section 5, when there is more than half of the term remaining shall be held during the next regularly scheduled election. Such election shall be for the remaining 2 years of the original term.

(b) An election to fill a vacant council seat, as outlined in paragraph (7)(e) of section 5, when there is less than half of the term remaining shall be filled at the next regularly scheduled election. Such election shall be for a 4-year term.

(5) Schedule for special elections.

(a) A special election for a vacant position of Mayor, as outlined in paragraph (7)(e) of section 5, shall be called within 30 days, and the City Council shall, by resolution, fix the time for holding of such election. Such special election for Mayor shall be for the remainder of the vacant term.

(b) All other special municipal elections shall be held in the same manner as regular elections, and the City Council shall, by resolution, fix the time for holding of such elections.

(6) Determination of election to office.

(a) If only one candidate qualifies for an office, that candidate shall be deemed to be elected and shall not be placed on either the general or the primary ballot.

(b) If a primary City election is held and any candidate for an office receives a majority of the votes cast in the primary election for the office, he or she shall be deemed to be elected to the office and the office shall not be subject to an election at the regular City election.

(c) If no single candidate for an office receives a majority of the votes cast in the City primary election for that office, the two candidates for the office receiving the highest vote in the primary City election shall run again in the regular City election. Further:

1. In any primary election in which there is a tie for first place, the name of each such candidate shall be placed on the City's general election ballot.
2. In any primary election in which there is a tie for second place and the candidate placing first did not receive a majority of the votes cast for such office, the name of the candidate placing first and the name of each candidate tying for second shall be placed on the City's general election ballot.

(d) The candidate receiving the highest number of votes cast for the office in the City's general election shall be elected to such office. If the vote at the general City election results in a tie, the outcome shall be determined by lot as follows:

1. At the first regularly scheduled council meeting after the election, the Supervisor of Elections of Flagler County shall toss a coin. In alphabetic order, the two candidates shall call the coin.
2. The candidate whose call matches the coin toss shall be declared the winner.

(7) City Canvassing Board. For purposes of certifying absentee ballots and election results, the City Clerk and a representative from the City designated by the Council shall be known as the Canvassing Board. At the close of the polls of any City election, the Canvassing Board shall ensure that the absentee ballots are delivered to the Flagler County Supervisor of Elections, and shall meet at the County election headquarters and proceed to certify the ballots and open them in the presence of a representative of the Supervisor of Elections' office. In addition, after final election results are certified by the Flagler County Supervisor of Elections, the Canvassing Board shall immediately report the results back to a meeting of the City Council held for the purpose of final certification and filing with the City Clerk as required by law. (H. B. No. 527, § 1, 5-1-02; Ord. No. 2011-03, § 2, 9-13-11; Ord. No. 2011-21, § 2, 9-13-11; Ord. No. 2014-4, §§ 2, 3, 2-4-14) Editor's note— Section 8 of Ord. No. 2014-4, adopted Feb. 4, 2014, states, "Sections 2, 3, and 4 of this Ordinance are adopted retroactively to October 4, 2011, the effective date of Resolution 2011-94, certifying the 2011 election."

Article IX – Campaign Contribution Limitations; Citizen Campaign Finance

- (1) No candidate for the City of Palm Coast Council shall accept any election campaign contribution from any contributor, including a political committee as defined by state law, in cash or in kind, in an amount in excess of \$250 per election.
- (2) A registered elector of the City of Palm Coast may claim a refund equal to the amount of the elector's monetary contributions made in the calendar year to candidates for Mayor and City Council of the City of Palm Coast. The maximum refund for an individual is \$25. A refund is allowed only if the elector files a form, signed under penalty of perjury, with the Ethics Board and attaches to the form a copy of an official refund receipt form(s) issued by the candidate's principal campaign committee after each contribution was received. A claim form must be filed within time limits and procedures set by the Ethics Board. No individual may file more than one claim per election cycle. No receipt can be issued by a Candidate who has not met all legal requirements of the City of Palm Coast Code of General Ordinances. The Ethics Board shall file a summary report to the Mayor and City Council showing the total number and aggregate amount of political contribution refunds made on behalf of each candidate.
- (3) The City Council shall establish procedures consistent with this section for the implementation of the refund policy. The amount the Ethics Board states is necessary to pay refunds as provided for in this section shall be appropriated in amounts from the general fund or any other fund as determined by the City Council within their sole budgetary discretion and powers.
- (4) The filing of a contribution refund form containing materially false information or the willful issuance of an official refund receipt form or a facsimile of one by a candidate

or agent of a candidate to a person who did not make a contribution to such candidate is an ethics offense with penalties to be established by the City Council. The Ethics Board may hear complaints or initiate proceedings, and levy civil penalties, relating to alleged violations of this section.

Commented [KM37]: This was adopted by the City of Tallahassee for Campaign Contributions in its municipal elections. Consider adoption with changes in line with Palm Coast.

Deleted: Sec. 9.

Article X - Land description.

1) City boundaries. The initial corporate boundaries shall be as set forth in chapter 99-448, Laws of Florida Boundaries may be changed in accordance with general laws regarding annexation without amendments to the Charter. Upon the effective date of this act, the corporate boundaries shall be as they exist at the current time, as amended by state law. Complete descriptions and district maps shall be maintained in accordance with City Records, Article V, Section 9, and shall be available to the public.

Commented [KM38]: Added more concise statement and deleted pages of legal description.

2) City Council district boundaries. The City Council district boundaries for the districts of the City Council are hereby created and established and shall exist as of the current time and as amended by state law. Boundary descriptions and maps shall be maintained in accordance with City Records, Article V, Section 9; and, shall be available to the public. The City of Palm Coast City Council Districts are: District 1, District 2, District 3, and District 4.

Commented [KM39]: Added concise statement and deleted descriptions and maps. Should be maintained on City's website, especially district maps.

3) Adjustments of districts; number, commission, report, support, procedure, failure to enact, effect of enactment.

(a) Number of districts. There shall be four City Council districts. These boundaries shall remain in effect until the City Council determines, based upon each decennial census, that redistricting is appropriate to ensure that the requirements of subsection (2) of Article X are accomplished and adequately monitored or until a redistricting

commission is appointed as outlined in paragraph (b). All Council district boundaries shall be based upon population data derived from the most recent decennial census.

(b) Districting commission. By the first day of the month following official certification notification of the decennial census to the state, the City Council shall appoint five City electors, determined from the registration for the last statewide general election, who shall comprise the districting commission. Electors chosen shall not be employed by the City in any other capacity.

(c) Commission report. Within 120 days after appointment, or such earlier time as prescribed by the Council, the districting commission shall file with the official designated by the Council a report containing a recommended plan for adjustment of the council district boundaries to comply with the following specifications:

1. Each district shall be formed of compact, contiguous territory, and its boundary lines shall follow the center lines of natural and manmade separations, such as canals, streets, etc., where possible.

2. The districts shall be based upon the principle of equal and effective representation as required by the United States Constitution and as represented in the mathematical preciseness reached in the legislative apportionment of the state.

The report shall include a map and description of the districts recommended and shall be drafted as a proposed ordinance. Once filed with the designated official, the report shall be treated as an ordinance introduced by a Council member.

(d) Support. It shall be the responsibility of the City Manager to provide staff assistance and technical data to the districting commission.

Deleted: Page 51

(e) Procedure. The procedure for the Council's consideration of the report shall be the same as for other ordinances, provided that any summary of the ordinance published pursuant to this Charter and general law must include both the map and a description of the recommended districts.

(f) Failure to enact ordinance. After receipt of the commission report, the Council shall adopt a redistricting ordinance at least 90 days before the next general City election. If the Council fails to do so by such date, the report of the districting commission shall go into effect and have the effect of an ordinance.

Commented [KM40]: replaced regular with general.

(g) Effect of enactment.

1. The new council districts and boundaries, as of the date of enactment, shall supersede previous council districts and boundaries for all the purposes of the next regular City election, including qualifications.

2. The new council districts and boundaries shall supersede previous council districts and boundaries for all other purposes as of the date all Council members take office who were elected subsequent to the effective date of the new districts.

3. All district seats not up for election, but which as a result of the redistricting no longer have Council members who live within the district, shall be declared vacant for purposes of the next regularly scheduled election. Such election shall, in order to preserve the staggering of the terms, be for either four years or for the remaining two years of the term, depending on the district vacant.

Commented [KM41]: Moved from old Section 10.

Article XI - General provisions.

(1) Charter amendment. This Charter may be amended in accordance with the provisions of the Municipal Home Rule Powers Act, chapter 166, Florida Statutes, as the same may be amended

Deleted: Sec. 10.

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from time to time, or as may otherwise be provided by general law. The form, content, and certification of any petition to amend shall be established by ordinance.

(2) Charter review; schedule, Charter Review Committee.

(a) Schedule. The Charter shall be reviewed, by a Charter Review Committee as defined by (2)(b), ten years or thereafter the creation date of December 31, 1999 of the City of Palm Coast. Thereafter it shall be reviewed every 10 years.

(b) Charter Review Committee. A seven-member Charter Review Committee shall be appointed. Each district council member shall appoint one member from his or her district, and the Mayor shall appoint one member at large. The Charter Review Committee shall appoint two members. The Palm Coast City Council shall establish timeline and procedures for the Charter Review Committee. The Palm Coast City Council shall fund this committee. The Charter Review Committee shall be appointed at least one year before the next scheduled general election and complete its work and present any recommendations for change no later than 60 days before the general election. The Palm Coast City Manager and City Attorney shall be directed by the Palm Coast City Council to assist the Charter Review Committee with its organization and in considering, formulating, and making amendments to the Charter; however, the Palm Coast City Council may also authorize and fund the services of such other attorneys, consultants, and advisors as it deems necessary and appropriate. The Palm Coast City Council shall hold a minimum of two public hearings on the proposed changes to the Charter prior to placing the proposed changes on the scheduled general election ballot.

(3) Initiative and referendum. At least 10 percent of the qualified electorate of the City shall have the power to petition the Council to propose an ordinance or to require reconsideration of an

Commented [KM42]: Incorporates elements of City of Bunnell Charter Review Process and establishes dates for reviews.

Commented [KM43]: Consistent with F.S. 1660.31(1)

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adopted ordinance, or to propose an amendment to this Charter, pursuant to F.S. § 166.031, as amended from time to time. If the Council fails to adopt such ordinance or amendment so proposed, or to repeal such adopted ordinance, without any change in substance, then the Council shall place the proposed ordinance or amendment, or the repeal of the adopted ordinance, on the ballot at the next general election.

(5) Standards of conduct, ethics, and anti-corruption: All elected officials and employees of the City shall be subject to the standards of conduct for public officers and employees set by general law. In addition, the City Council shall, by ordinance, establish a code of ethics for officials and employees of the City, which may be supplemental to general law, but in no case may such an ordinance diminish the provisions of general law:

a). **Statement of Ethics and Anti-corruption Policy.** The proper operation of responsible government requires that public officials and employees be independent, impartial, and responsible to the people; that government decisions and policy be made in the best interests of the community and the government; that public office not be used for personal gain; that officials and employees not be unduly or inappropriately influenced by those they regulate or by those who seek special benefits from the City; and that the public have confidence in the integrity and transparency of its government.

b). **Ethics Code and Ethics Board to be established.**

(i). Ethics Code. The City Council shall, within six (6) months of the enactment of this charter provision, enact an ethics, or conflicts of interest, code with jurisdiction over the officers and employees of the City of Palm Coast, whether elected or appointed, paid or unpaid, and over the members, officers and

Commented [KM44]: Added statute.

employees of any boards, commissions, or committees thereof. The ethics code may, as allowed by law, supplement state ethics laws.

(ii). Ethics Board. There is hereby created an independent, appointed, ongoing citizens Ethics Board of seven members, whose membership shall consist of registered City of Palm Coast electors who have appropriate subject matter expertise none of whom may be an officer or employee of local government. Each of the following persons or entities shall make an appointment of one of five Board members to wit: the City Council, the Chair of the County Commission for Flagler County, the Chief Judge for the Seventh Judicial Circuit, the State Attorney for the Seventh Judicial Circuit, and the Sheriff of Flagler County. Two Board members shall be appointed by the Ethics Board. Initial appointments shall be made within 90 days of the approval of this Charter provision and all subsequent appointments shall be made within 60 days of a vacancy occurring. The City Commission shall provide by ordinance for the length and staggering of the terms of Ethics Board members.

(iii). The Ethics Board shall:

- (1) assist the City Council in the development of the ethics code;
- (2) adopt bylaws and due process procedures for the administration of the Ethics Board;
- (3) manage a citywide ethics hotline for receipt of allegations of local corruption, fraud, waste, mismanagement, campaign finance and ethics violations;

- (4) manage and coordinate the mandatory training of local officials, officers, employees, and board members in state and local ethics;
- (5) have the authority to refer ethics and corruption matters to appropriate enforcement agencies;
- (6) recommend proposed ordinances, resolutions, or charter amendments to the City Council in all areas of ethics and corruption, including but not limited to: conflicts of interests, financial disclosure, voting conflicts, hotline policies, ethics education, ethics in procurement, campaign ethics and financing, and lobbying; such legislative proposals shall be filed with and considered by the City Council;
- (7) have the authority to investigate complaints and to levy those civil penalties as may be authorized by the City Council for violations of the City's ethics code; and
- (8) employ staff serving in the ethics office. A structure shall be established for the Ethics Board that ensures independence and impartiality, and provides for the maximum practicable input from citizens and community organizations. The Ethics Board shall be funded by the City Council within its discretionary budgetary authority at a level sufficient to discharge the Board's responsibilities.

Commented [KM45]: Incorporate language from City of Tallahassee Charter Amendment. See link: https://www.talgov.com/Uploads/Public/Documents/ethics/pdf/referendum_150210.pdf

Footnotes: --- (2) --- Editor's note— The referendum language contained within Section 10(3) of the City Charter requiring a minimum of 25 percent of the qualified electorate of the City to propose an amendment to the City Charter is statutorily preempted in accordance with Section 166.031, F.S. Pursuant to Section 166.031(1), F.S., the electors of the City of Palm Coast may, by a petition signed by 10 percent of the registered electors as of the last preceding municipal general election, submit to the electors of the City of Palm Coast a proposed amendment to its Charter, which amendment may be to any part or to all of said Charter except that part describing the boundaries of such municipality.

Article XII - Severability. If any provision of this act, or the application thereof to any person or circumstance, is held invalid, the invalidity shall not affect other provisions or applications of this act which can be given effect without the invalid provision or application, and to this end the provisions of this act are declared severable. (H. B. No. 527, § 5, 5-1-02)

Deleted: Sec. 11.

Article XIII. - Transition schedule.

Deleted: Sec. 12

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(1) Creation and establishment of City. For the purpose of compliance with Florida Statutes relating to assessment and collection of ad valorem taxes, and for the purpose of subsection (2) of section 10, the City is hereby created and established effective December 31, 1999.

(2) Transitional ordinances and resolutions. The City Council shall adopt ordinances and resolutions required to effect the transition. Ordinances adopted within 60 days after the first council meeting shall be passed as emergency ordinances. These transitional ordinances shall be effective for no longer than 90 days after adoption, and thereafter may be readopted, renewed, or otherwise continued only in the manner normally prescribed for ordinances.

(3) Transitional comprehensive plan and land development regulation. (a) Until such time as the City shall adopt a comprehensive plan, the applicable provisions of the Comprehensive Plan of Flagler County, Florida, as the same exists on the day the City commences corporate existence, shall remain in effect as the City's transitional comprehensive plan. However, all planning functions, duties, and authority shall thereafter be vested in the City Council of Palm Coast, which shall be deemed the local planning agency until the Council establishes a separate local planning agency. (b) All powers and duties of the Flagler County Planning and Land Development Regulations Council, any boards of adjustment and appeals created pursuant to statutory trade codes, and the County Commission of Flagler County, Florida, as set forth in these transitional zoning and land use regulations, shall be vested in the City Council of Palm Coast until such time as the City Council delegates all or a portion thereof to another entity. General law prohibits the adoption of zoning ordinances as emergency ordinances. (c) Subsequent to the commencement of the City's corporate existence, no amendment of the comprehensive plan or land development regulations enacted by the Flagler County Commission shall be deemed an amendment of the City's transitional comprehensive plan or land development regulations or shall otherwise take effect within the City's corporate limits unless approved by the City Council. (H. B. No. 527, § 6, 5-1-02)

Commented [KM46]: Needs to be reworked to reflect current time. City has already been established.

Virginia Smith

From: Charter
Sent: Thursday, October 26, 2017 8:22 PM
To: Cindi Lane; Beau Falgout; Virginia Smith
Subject: FW: Charter Review

From: Kenny U
Sent: Thursday, 26 October 2017 20:22:22 (UTC-05:00) Eastern Time (US & Canada)
To: Charter
Subject: Charter Review

To whom it may concern:

I believe some code enforcement rules are needed but I think some are unnecessary. I don't think homeowners should have to coverup their company logos or business name when it's parked in their driveway. It is much more of an eyesore in the way people attempt to cover them than it does to just leave the vehicle left alone. It looks very tacky. Homeowners who own a business should be allowed to keep a utility trailer in their driveway for a couple days if need be. An example is when public work crews cut right of ways, the city allows them to leave tractors in the area until they are finished instead of bringing them back to the lot each day like business owners are forced to do. Also, it would be nice if the off ramp landscaping was kept up the way homeowners are expected to do.

Please take all this into consideration and thank you for your time. Hope to see a change.

Kenny Udell

Sent from my iPhone

Virginia Smith

From: Charter
Sent: Monday, October 30, 2017 11:11 AM
To: Cindi Lane; Beau Falgout; Virginia Smith
Subject: FW: Charter review recommendations
Attachments: PALM COAST CHARTER.docx

From: greg feldman
Sent: Monday, 30 October 2017 11:10:42 (UTC-05:00) Eastern Time (US & Canada)
To: Charter
Subject: Charter review recommendations

Attached please find my recommendations for Charter revision. I attempted to work within the framework of the existing charter for easy reference. There are some numbering/labeling changes to be made, but those are simple at a future point. I would also recommend that, where applicable, the word "shall" be stricken and the word "will" be placed. Thank you for the opportunity to participate in this process, and I welcome comments/suggestions.

GREG FELDMAN

CITY OF PALM COAST - CHARTER¹¹

Footnotes:

--- (1) ---

Editor's note— Printed herein is the Charter of the City of Palm Coast, Florida, as adopted by Laws of Fla., ch. 99-448, and as amended in ch. 2002-339, effective on May 1, 2002. Amendments to the Charter are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original Charter. Obvious misspellings and punctuation errors have been corrected without notation. For stylistic purposes, a uniform system of headings, catchlines and citations to state statutes has been used. Additions made for clarity are indicated by brackets.

~~Sec. 1. Short title.~~ **Preamble**

~~This act,~~ **In the interests of the public health, safety, and welfare of the citizens of Palm Coast to provide efficient and adequate municipal services to its residents, this declaration, together with any future amendments thereto, shall be known and may be cited as the "City of Palm Coast Charter," hereinafter referred to as "the Charter."**

~~Sec. 2. Legislative intent.~~

~~The Legislature hereby finds and declares that:~~

- ~~(1) The area in Flagler County known as the Palm Coast Service District includes a compact and contiguous urban community amenable to separate municipal government.~~
- ~~(2) It is in the best interests of the public health, safety, and welfare of the citizens of this community to form a separate municipality for the Palm Coast Service District area with all powers and authority necessary to provide efficient and adequate municipal services to its residents.~~

~~Sec. 3~~ **1.** - Incorporation of municipality.

- (1) There is hereby created effective, December 31, 1999, in Flagler County, Florida, a new municipality to be known as the City of Palm Coast.
- (2) The corporate boundaries of the City of Palm Coast, hereinafter referred to as "the City," shall be as ~~described in section 9(1): existed on December 31, 1999 and as amended from time to time by ordinance in conformation with applicable state statute(s).~~
- (3) The City of Palm Coast ~~shall operate~~s under a Council-Manager form of government. The general duties of the Council (described in section 5) ~~shall be~~ **are** to set policy; the general duties of the Manager (described in section 6) ~~shall be~~ **are** to carry out those policies.

~~Sec. 4~~ **2.** - Municipal powers.

The City ~~shall be~~ **is** a body corporate and politic and shall have all the powers of a municipality under the Constitution and laws of the State of Florida, as fully and completely as though such powers were specifically enumerated in this Charter, unless otherwise prohibited by or contrary to the provisions of this Charter. The City shall have all governmental, corporate, and proprietary powers necessary to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may

exercise any power for municipal purposes unless expressly prohibited by law. The powers of the City shall be liberally construed in favor of the City.

Sec. 5 3. - City Council.

(1) City Council: composition; qualifications for office.

(a) Composition.

1. There shall be a five member City Council consisting of four District members and a Mayor.
2. There shall be four districts within the City, the boundaries of which are as outlined in section 9(2). These districts shall be designated as District One, District Two, District Three, and District Four. Each of the four Council members shall run from the district in which they live, but be elected at-large; and, the Council members elected from each district shall be considered to hold Seat One, Seat Two, Seat Three, and Seat Four.
3. The Mayor shall live within the City boundaries. The Mayor shall run at-large, and be elected at-large.

(b) Qualifications for office:

1. Each candidate for office shall be a qualified elector of the City.
2. Each individual seeking to qualify as a candidate for one of the four seats on the Council shall:
 - a. Submit a petition supporting his/her candidacy to the City Clerk containing the signatures of at least one percent of the electorate residing within the district (as identified in the most recent decennial census) which he/she seeks to run no later than noon on the 28th day preceding the first day of the qualifying period for the office sought; or, ~~P~~ pay to the City Clerk a qualifying fee of ten percent of the salary of the office he/she seeks to run for.
 - b. At the time of qualification, each candidate for a ~~S~~ seat on the Council shall reside within the boundaries of the district that he/she seeks to run from. For the length of their term, Council members shall maintain residency within the boundaries of the district from which he/she ran. In addition, candidates, and Council members, shall reside at least 45 weeks in each year in the district in which they live.
3. Each individual seeking to qualify as a candidate for Mayor shall:
 - a. Submit a petition supporting his/her candidacy to the City Clerk containing the signatures of at least one percent of the electors residing within City limits (as identified in the most recent decennial census) no later than noon on the 28th day preceding the first day of the qualifying period for the office sought; or, pay to the City Clerk a qualifying fee of ten percent of the Mayoral salary.
 - b. At the time of qualification, each candidate for Mayor shall reside within the City limits. For the length of ~~the Mayor's~~ his/her term, the Mayor shall maintain residency within the City limits. In addition, Mayoral candidates, and the elected Mayor, shall reside at least 45 weeks in each year within the City limits.
4. ~~Additionally, for the initial election, following the referendum approving the creation of the City, candidates for office shall qualify as provided in section 13(3).~~

(2) Terms of office.

- (a) The term of office for each District Member shall be four years. ~~However, in order to provide for staggering of terms, the initial term of office for District Seats One and Three shall be four years, and that of District Seats Two and Four shall be two years. The initial term of office for the Mayor shall also be four years.~~

- (b) No Council member or Mayor may serve more than two successive four-year terms in the same seat.
- (c) Each Council member shall remain in office until his/her successor is elected and assumes the duties of the position at the first meeting of the new Council, which shall be held in accordance with City ordinance.
- (3) *Powers and duties of Council.* Except as otherwise prescribed herein or provided by law, legislative and police powers of the City shall be vested in the Council. The Council shall provide for the exercise of its powers and for the performance of all duties and obligations imposed on the City by law.
- (4) *Powers and duties of the Mayor.*
 - (a) Powers. In addition to the regular powers invested in any other Council member, the Mayor shall: be recognized by the governor for purposes of military law; have the power to declare an emergency situation; have the power for service of process, and execution of contracts, deeds and other documents; have the power to represent the City in all agreements with other governmental entities or certifications to other governmental entities that the Council has approved.
 - (b) Duties. In addition to the Mayor's regular duties, the Mayor shall: preside at meetings of the Council and be recognized as the head of City government for all ceremonial occasions. The Mayor shall have no administrative duties other than those necessary to accomplish these actions, or such other actions as may be authorized by the City Council, consistent with general or special law.
- (5) *The Vice-Mayor: election and duties.*
 - (a) Election. There shall be a Vice-Mayor elected annually by the Council from among the Council members. Such election shall take place at the first meeting after the general election, or at the organizational meeting during years when there is no election.
 - (b) Duties. The Vice-Mayor shall have the same legislative powers and duties as any other Council member, except that the Vice-Mayor shall serve as Acting Mayor during the absence or disability of the Mayor, and during such period, shall have the same duties as provided for in section 5(4). In the absence of the Mayor and Vice-Mayor, the remaining Council members shall select a Council member to serve as Acting Mayor.
- (6) *Compensation and expenses.*
 - (a) Compensation. The Council members and Mayor shall receive compensation as established by ordinance. Such compensation shall not take effect until the date of commencement of the terms of Council members elected at the next regularly scheduled election that follows the adoption of said ordinance by at least six months.
 - (1) ~~The Mayor of the City of Palm Coast, Florida shall receive the annual salary of \$11,400.00.~~
 - (2) ~~Reserved.~~
 - (3) ~~Each member of the City Council of the City of Palm Coast, Florida not serving as Mayor, shall receive the annual salary of \$9,600.00.~~
 - (b) Expenses. The Council may provide for reimbursement of actual expenses incurred by its members while performing their official duties.
- (7) *Vacancies; forfeiture of office; suspension; recall; filling of vacancies.*
 - (a) Vacancies. A vacancy in the office of the Mayor or of a Council seat shall occur upon any of the following: upon the death of the incumbent; removal from office as authorized by law; resignation; appointment to other public office which creates dual office holding; judicially determined incompetence; or forfeiture of office as herein described.
 - (b) Forfeiture of office. The Mayor or any other Council member shall forfeit his/her office upon determination by the Council, acting as a body, that he/she:

Commented [G1]: Adopt an ordinance establishing this base. Then, in the future, it can be changed by ordinance in accordance with the procedures contained within the charter.

1. Lacks at any time, or fails to maintain during his/her term of office, any qualification for the office prescribed by this Charter or otherwise required by law;
 2. Is convicted of a felony, or enters a plea of guilty or *nolo contendere* to a crime punishable as a felony, even if adjudication of guilt has been withheld;
 3. Is convicted of a first degree misdemeanor arising directly out of his/her official conduct or duties or enters a plea of guilty or *nolo contendere* thereto, even if adjudication of guilt has been withheld;
 4. Is found to have violated any standard of conduct or code of ethics established by law for public officials and has been suspended from office by the Governor, unless subsequently reinstated as provided by law; ~~or~~
 5. is found to have intentionally violated any provisions of this Charter; or
 - ~~5~~ 6. Is absent from three consecutive regular Council meetings without being excused by the Council.
- (c) Suspension from office. The Mayor or any other Council member shall be suspended from office by the Council acting as a body upon return of an indictment or issuance of an information charging the Council member or Mayor with any crime which is punishable as a felony or with any crime arising out of his/her official conduct or duties which is punishable as a misdemeanor. Pursuant thereto:
1. During the period of suspension, the Mayor or the Council member shall not perform any official act, duty, or function, or receive any allowance, emolument, or privilege of office.
 2. If the Mayor or the Council member is subsequently found not guilty of the charge, or if the charge is otherwise dismissed or altered so that suspension would no longer be required as provided herein, the suspension shall be lifted by the Council, and the Council member or Mayor shall be entitled to receive full back allowances and such other emoluments or as he/she would have been entitled to had the suspension not occurred.
- (d) Recall. The electors of the City following the procedures for recall established by general law or ordinance may remove the Mayor or any member of the City Council from office.
- (e) Filling of vacancies.
1. If, for any reason other than recall, a vacancy occurs in the office of Mayor, the Vice Mayor shall assume the position of Mayor, and within ~~30~~ 90 days following the occurrence of such vacancy, a Special Election shall be called as outlined in section 8(5)(b). The Special Election for Mayor shall be for the remainder of the unfilled term.
 2. If, for any reason other than recall, a vacancy occurs in the office of any Council seat within the first two years of a term, the office shall be filled by appointment within 30 days following the occurrence of such vacancy by majority vote of the remaining Council members. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the remaining two years of the original term, thus continuing the original staggering of district seats.
 3. If, for any reason other than recall, a vacancy occurs in the office of any Council seat within the last two years of a term, the office shall be filled by appointment within 30 days following the occurrence of such vacancy by majority vote of the remaining Council members. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the regular four-year term.
 4. If a vacancy occurs as a result of a Recall Petition, such vacancy will be filled by Special Election as outlined in ~~section~~ 8(5)(b).
 5. Any person appointed to fill a vacant seat on the Council is required to meet all the qualifications for office except the petition requirement.

- (8) *City Council meetings: organizational meeting; quorum; special meetings.* The Council shall meet regularly at least ~~once a~~ **twice per** month, at such times and places as the Council may prescribe by ordinance. Such meetings shall be public meetings, and shall be subject to notice and other requirements of law applicable to public meetings. Pursuant thereto:
- (a) Organizational meeting. The first meeting following a general City election at which elected or re-elected Council members are inducted into office shall be held in accordance with City ordinance.
 - (b) Quorum. A majority of the Council, including the Mayor, shall constitute a quorum. No action of the Council shall be valid unless adopted by an affirmative vote of the majority of the Council members and Mayor in attendance, unless otherwise provided by law, ordinance, or stated herein. All actions of the City Council shall be by ordinance, resolution, or motion.
 - (c) Special meetings. Special meetings may be held at the call of the Mayor, or, in the absence of the Mayor, at the call of the Vice-Mayor. Special meetings may also be called upon the request of a majority of the Council members. The City Clerk shall provide not less than 24 hours prior notice of the meeting to the public, unless a declared emergency situation exists.
- (9) *City records.* The Council shall, in a properly indexed book kept for the purpose, provide for the authentication and recording in full of all minutes of meetings, and all ordinances and resolutions adopted by the Council, and the same shall at all times be a public record. In addition, the Council shall keep *verbatim* recordings of all meetings in accordance with state law. The Council shall further maintain a current codification of all ordinances. Such codification shall be printed and be made available to the public on a continuing basis. All ordinances or resolutions of the Council shall be signed by the Mayor or in the Mayor's absence, by the Vice-Mayor, or in the absence of both, by the Acting Mayor, and attested to by the City Clerk.
- (10) *Limit of employment of Council members.* Neither Council members nor the Mayor shall be in the employment of the City while in office, nor shall any former Council member or former Mayor be employed by the City until after the expiration of one (1) year from the time of leaving office.
- (11) *Noninterference by City Council.* Except for the purpose of inquiry and information, the Council and its members, including committees thereof, are expressly prohibited from interfering with the performance of the duties of any City employee who is under the direct or indirect supervision of the City Manager or City Attorney. Such action shall be malfeasance within the meaning of Florida Statutes.

(Ord. No. 03-08, § 1, 4-15-03; Ord. No. 07-07, § 1, 4-3-07; Ord. No. 2014-4, § 1, 2-4-14)

Sec. 6.4 - Charter officers.

The designated Charter Officers shall be the City Manager and the City Attorney.

- (1) Designated Charter Officers: appointment; removal; compensation; filling of vacancies; candidate for City office.
 - (a) Appointment. The Charter Officers shall be appointed by a majority vote of the full Council and shall serve at the pleasure of the Council.
 - (b) Removal. The Charter Officers shall be removed from office only by a majority vote of the full Council. ~~If the vote is less than unanimous, the Charter Officer may, within seven days of the dismissal motion by the Council, submit to the Mayor a written request for reconsideration. Any action taken by the Council at the reconsideration hearing shall be final.~~
 - (c) Compensation. The compensation of the Charter Officers shall be fixed by the City Council.
 - (d) Filling of Vacancy. The City Council shall begin the process to fill a vacancy in the Charter Office of the City Manager or City Attorney within 90 days of the vacancy. An Acting City Manager or Acting City Attorney ~~may~~ **shall** be appointed by the Council during a vacancy in office.

- (e) Candidate for City Office. No Charter Officer shall be a candidate for any elected office while holding his/her Charter Office position.
- (2) City Manager: qualifications; residency; powers and duties. The City Manager shall be the chief Administrative Officer of the City.
 - (a) Qualifications. The City Manager shall be selected on the basis of experience, expertise, and management ability as it pertains to running municipal government.
 - (b) Residency. Although the City Manager need not be a resident of the City at the time of appointment, within six (6) months of such appointment, he/she shall establish and maintain residency within the corporate limits of the City. ~~Upon request of the City Manager, this 6-month period may be extended by the City Council for an additional 6-month period.~~
 - (c) Power and Duties. The City Manager shall:
 1. Attend all meetings of the City Council.
 2. Draw and sign vouchers upon depositories, and keep, or cause to be kept, a true and accurate account of same. Such vouchers shall be counter signed by the Mayor or by the Vice-Mayor in the event the office of Mayor is vacant. If both the Mayor and Vice Mayor offices are vacant, the Acting Mayor shall countersign such vouchers.
 3. Be responsible for: signature and issuance of all licenses issued by the City; issuance of receipts for all moneys paid to the City; and deposit of said moneys in the proper depositories on the first banking day after receipt.
 4. Provide administrative services as required by the Mayor and the Council.
 5. Appoint a City Clerk to serve at his/her pleasure.
 6. Appoint and suspend or remove any employee of the City. The City Manager may authorize any administrative officer who is subject to his/her direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency within the guidelines of stated personnel policies and procedures.
 7. Direct and supervise the administration of all departments, offices, and agencies of the City, except as otherwise provided by this Charter or by law.
 8. See that all laws, provisions of this Charter, and acts of the Council are faithfully executed.
 9. Prepare and submit annually a balanced budget, budget message, and capital program to the Council.
 10. Keep the Council fully advised as to the financial condition and future needs of the City and make such recommendations to the Council concerning the affairs of the City.
 11. Submit to the Council, and make available to the public, a complete report on finances and administrative activities of the City as of the end of each fiscal year.
 12. Sign contracts on behalf of the City to the extent authorized by the Council.
 13. Perform other such duties as are specified in this Charter or as may be directed by the Council.
- (3) City Attorney: qualifications; residency; powers and duties. The City Attorney shall be the chief legal officer of the City. The City Attorney may either be retained in-house, or be retained part-time under contract.
 - (a) Qualifications. The City Attorney shall be a member in good standing of the Florida Bar.
 - (b) Residency. If retained in-house, the City Attorney shall, within six (6) months of such appointment, establish and maintain residency within the corporate limits of the City. ~~Upon request of the City Attorney, this 6-month period may be extended by the City Council for an~~

additional 6-month period. If City Attorney services are contracted, such attorney need not be a resident of the City **but must be a resident of the state of Florida.**

(c) Powers and Duties. The City Attorney shall:

1. Serve as chief legal advisor to the City Council, the City Manager, and all City departments, offices, City advisory boards, and agencies.
2. If in-house; appoint, suspend or remove such assistant attorneys as may be required. **The City Attorney shall prepare an annual budget for the operation of the Office of the City Attorney and shall submit this budget to the City Manager for inclusion in the annual City budget, in accordance with uniform City procedures.** ~~If City Attorney services are contracted, the City Manager shall appoint, suspend or remove any in-house assistant attorneys as may be required. The remainder of the staff of the Office of City Attorney shall be employees of the City, appointed, suspended, or removed under the regular personnel policies and procedures of the City. **the contracted attorney shall be responsible for employing such assistant attorneys and support staff as may be necessary to fulfil his/her legal obligations to the City for the duration of the contract.**~~
3. The City Attorney or designee shall attend all City Council meetings unless excused by the City Council, and shall perform such professional duties as may be required by law or by the Council in furtherance of the law.
4. ~~The City Attorney shall prepare an annual budget for the operation of the Office of the City Attorney and shall submit this budget to the City Manager for inclusion in the annual City budget, in accordance with uniform City procedures.~~

Commented [G2]:

Commented [G3]: It is not proper to assign workers to support a non-employee, for the City to assume the obligation, etc. Nor is it fair to contracted attorneys to hand them staff as support that may not be to their standards. Let the contract cover these expenses and eliminate the City's liability for salary, pension, etc.

Commented [G4]: If the recommendation above is followed, there is no need for this as it is all within the city attorney budget. Therefore, this is moved to C (2).

Sec. ~~7~~ 5. - Budget and appropriations.

- (1) *Fiscal year.* The City fiscal year shall begin on October 1 of each year and end on September 30 of the succeeding year.
- (2) *Budget adoption.* The Council shall by resolution adopt a budget on or before the 30th day of September of each year. A resolution adopting the annual budget shall constitute appropriation of the amounts specified therein as expenditures from funds indicated.
- (3) *Appropriation amendments during the fiscal year:* Supplemental appropriations; reduction of appropriations; transfer of appropriations; limitations; effective date; limitations to Council's contracting authority.
 - (a) Supplemental appropriations. If, during the fiscal year, revenues in excess of those estimated in the budget are available for appropriation, the Council may, by resolution, make supplemental appropriations for the year in an amount not to exceed such excess.
 - (b) Reduction of appropriations. If, at any time during the fiscal year, it appears probable to the City Manager that the revenues available will be insufficient to meet the amount appropriated, the City Manager shall report same to the Council without delay, indicating the estimated amount of the deficit, any remedial action to be taken, and recommendations as to any other steps that should be taken. The Council shall then take such further action as it deems necessary to prevent any deficit and, for that purpose, the Council may by resolution reduce one or more appropriations accordingly.
 - (c) Transfer of appropriations. At any time during the fiscal year, the City Manager may transfer all or part of any unencumbered appropriation balance within a department, office, or agency of the City to other programs within the same department, office or agency. And, upon written request of the City Manager, the Council may transfer part or all of any unencumbered appropriation balance from one department, office, or agency to another.
 - (d) Limitations: Effective date. No appropriation for debt service may be reduced or transferred, no appropriation may be reduced below any amount required by law to be appropriated, and no appropriation may be reduced by more than the amount of the unencumbered balance thereof.

Other provisions of law to the contrary notwithstanding, the supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

- (e) Limitations to Council's Contracting Authority. Unless authorized by the electors of the City at a duly held referendum election, the Council shall not enter into lease purchase contracts or any other unfunded multiyear contracts, the repayment of which: extends in excess of ~~36 months~~ **15 years, extends beyond the projected obsolescence of the purchase;** or exceeds \$15,000,000.

Sec. ~~8~~ **6**. - Elections.

- (1) *Electors.* Any person who is a resident of the City, who has qualified as an elector of this state, and who registers in the manner prescribed by law shall be an elector of the City.
- (2) *Nonpartisan elections.* All elections for City elective office shall be conducted on a nonpartisan basis without any designation of political party affiliation.
- (3) *Qualifying for office.* Any person who wishes to become a candidate for a City elective office shall qualify with the City Clerk concurrent with Flagler County's qualifying period as established by state law. In addition, candidates shall qualify as provided in paragraph (1)(b) of section 5.
- (4) *Schedule of regular elections and primaries:* The regular City election shall be the first Tuesday after the first Monday in November of each even-numbered year. Such City elections shall be general City elections. If there are more than two candidates who qualify for any office, a primary City election shall be held at the time of the State and Federal Primary Elections.
 - (a) An election to fill a vacant council seat, as outlined in paragraph (7)(e) of section 5, when there is more than half of the term remaining shall be held during the next regularly scheduled election. Such election shall be for the remaining 2 years of the original term.
 - (b) An election to fill a vacant council seat, as outlined in paragraph (7)(e) of section 5, when there is less than half of the term remaining shall be filled at the next regularly scheduled election. Such election shall be for a 4-year term.
- (5) *Schedule for special elections.*
 - (a) A special election for a vacant position of Mayor, as outlined in paragraph (7)(e) of section 5, shall be called within 30 days, and the City Council shall, by resolution, fix the time for holding of such election. Such special election for Mayor shall be for the remainder of the vacant term.
 - (b) All other special municipal elections shall be held in the same manner as regular elections, and the City Council shall, by resolution, fix the time for holding of such elections.
- (6) *Determination of election to office.*
 - (a) If only one candidate qualifies for an office, that candidate shall be deemed to be elected and shall not be placed on either the general or the primary ballot.
 - (b) If a primary City election is held and any candidate for an office receives a majority of the votes cast in the primary election for the office, he or she shall be deemed to be elected to the office and the office shall not be subject to an election at the regular City election.
 - (c) If no single candidate for an office receives a majority of the votes cast in the City primary election for that office, the two candidates for the office receiving the highest vote in the primary City election shall run again in the regular City election. Further:
 - 1. In any primary election in which there is a tie for first place, the name of each such candidate shall be placed on the City's general election ballot.
 - 2. In any primary election in which there is a tie for second place and the candidate placing first did not receive a majority of the votes cast for such office, the name of the candidate placing first and the name of each candidate tying for second shall be placed on the City's general election ballot.

Commented [G5]: Example: A vehicle purchase with an expected life of 10 years' service shall not be financed for 15 years. Otherwise, the City winds up paying extra time and money after the purchase no longer is in service.

(d) The candidate receiving the highest number of votes cast for the office in the City's general election shall be elected to such office. If the vote at the general City election results in a tie, the outcome shall be determined by lot as follows:

1. At the first regularly scheduled council meeting after the election, the Supervisor of Elections of Flagler County shall toss a coin. In alphabetic order, the two candidates shall call the coin.
2. The candidate whose call matches the coin toss shall be declared the winner.

(7) *City Canvassing Board.* For purposes of certifying absentee ballots and election results, the City Clerk and a representative from the City designated by the Council shall be known as the Canvassing Board. At the close of the polls of any City election, the Canvassing Board shall ensure that the absentee ballots are delivered to the Flagler County Supervisor of Elections, and shall meet at the County election headquarters and proceed to certify the ballots and open them in the presence of a representative of the Supervisor of Elections' office. In addition, after final election results are certified by the Flagler County Supervisor of Elections, the Canvassing Board shall immediately report the results back to a meeting of the City Council held for the purpose of final certification and filing with the City Clerk as required by law.

(H. B. No. 527, § 1, 5-1-02; Ord. No. 2011-03, § 2, 9-13-11; Ord. No. 2011-21, § 2, 9-13-11; Ord. No. 2014-4, §§ 2, 3, 2-4-14)

Editor's note— Section 8 of Ord. No. 2014-4, adopted Feb. 4, 2014, states, "Sections 2, 3, and 4 of this Ordinance are adopted retroactively to October 4, 2011, the effective date of Resolution 2011-94, certifying the 2011 election."

~~Sec. 9. Land description.~~

~~(1) *City boundaries.* The initial corporate boundaries shall be as set forth in chapter 99-448, Laws of Florida. Boundaries may be changed in accordance with general laws regarding annexation without amendments to the Charter. Upon the effective date of this act, the corporate boundaries shall be as follows:~~

~~A PARCEL OF LAND LYING WITHIN TOWNSHIP 11 SOUTH, RANGE 29 EAST, TOWNSHIP 10, 11 AND 12 SOUTH, RANGE 30 EAST, TOWNSHIP 10, 11 AND 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;~~

~~FROM A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF THE PLAT LAKEVIEW SECTION 37, MAP BOOK 13, PAGES 1 THROUGH 29, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE DEPARTING SAID PLAT SECTION 37 NORTH 64°44'58" EAST FOR A DISTANCE OF 150.00 FEET TO A POINT ON THE CENTERLINE OF INTERSTATE 95, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 25°15'02" EAST ALONG SAID CENTERLINE OF INTERSTATE 95 FOR A DISTANCE OF 4,119.38 FEET; THENCE DEPARTING SAID CENTERLINE RUN NORTH 64°44'58" EAST FOR A DISTANCE OF 150.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95; THENCE NORTH 64°44'58" EAST FOR A DISTANCE OF 10.00 FEET; THENCE NORTH 54°15'30" EAST ALONG THE SOUTH LINE OF LANDS OWNED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT FOR A DISTANCE OF 3,551.92 FEET TO A POINT IN THE CENTER OF OLD KINGS ROAD; THENCE NORTHERLY 90.35 FEET ALONG SAID CENTER OF OLD KINGS ROAD TO A POINT BEING THE NORTH RIGHT-OF-WAY LINE OF DAVIS GRADE (100' R/W) EXTENDED WESTERLY TO THE CENTER OF OLD KINGS ROAD; THENCE DEPARTING OLD KINGS ROAD RUN NORTH 54°15'30" EAST FOR A DISTANCE OF 300.77 FEET; THENCE NORTH 31°37'53" WEST ALONG THE EAST BOUNDARY OF SAID LAND RECORDED IN ORB 545, 1611 THROUGH 1628, FOR A DISTANCE OF 2,508.47 FEET TO A POINT ON THE NORTH LINE OF GOVERNMENT SECTION 23; THENCE NORTH 89°19'08" EAST ALONG SAID NORTH LINE OF SECTION 23 FOR A DISTANCE OF 217.42 FEET TO THE NORTH QUARTER (¼) CORNER OF~~

SECTION 23; THENCE NORTH 88°41'48" EAST ALONG SAID NORTH LINE OF SECTION 23 FOR A DISTANCE OF 2,632.59 FEET TO THE NORTHEAST CORNER OF GOVERNMENT SECTION 23; THENCE NORTH 89°24'05" EAST ALONG THE NORTH LINE OF SECTION 24 FOR A DISTANCE OF 795.81 FEET TO A POINT ON THE WEST LINE OF SECTION 40, TOWNSHIP 10 SOUTH, RANGE 30 EAST; THENCE DEPARTING THE NORTH LINE OF SECTION 24 RUN SOUTH 18°44'41" EAST ALONG SAID WEST LINE OF SECTION 40 FOR A DISTANCE OF 554.49 FEET TO A POINT ON THE SOUTH LINE OF THE DAVIS GRADE BEING COMMON WITH THE NORTHERLY BOUNDARY OF A PARCEL RECORDED IN OFFICIAL RECORDS BOOK 676, PAGE 995, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID SECTION 40 SOUTH 54°15'30" WEST ALONG SAID SOUTHERLY LINE OF DAVIS GRADE FOR A DISTANCE OF 727.58 FEET; THENCE DEPARTING THE DAVIS GRADE RUN SOUTH 35°44'30" EAST ALONG THE WEST LINE OF LAND RECORDED IN OFFICIAL RECORDS BOOK 676, PAGE 995, FOR A DISTANCE OF 2,102.83 FEET; THENCE SOUTH 23°53'57" EAST FOR A DISTANCE OF 4,802.69 FEET TO A POINT ON THE NORTHERLY LINE OF PARCEL 620, RECORDED IN OFFICIAL RECORDS BOOK 553, PAGES 1539 THROUGH 1840, SAID POINT BEING ON A CURVE (CONCAVE SOUTHERLY); THENCE SOUTHEASTERLY 886.29 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (CONCAVE SOUTHWESTERLY), HAVING A CENTRAL ANGLE OF 84°46'31", A RADIUS OF 599.00 FEET, A CHORD BEARING OF SOUTH 62°52'29" EAST AND A CHORD DISTANCE OF 807.62 FEET TO A POINT OF TANGENCY; THENCE SOUTH 20°29'13" EAST FOR A DISTANCE OF 1,810.00 FEET TO THE NORTHEAST CORNER OF THE PLAT OF PALM COAST SECTION 10 AS RECORDED IN MAP BOOK 6, PAGES 43 THROUGH 53; THENCE CONTINUE SOUTH 20°29'13" EAST ALONG THE EAST LINE OF SAID PALM COAST SECTION 10 FOR A DISTANCE OF 547.21 FEET TO THE NORTHWEST CORNER OF THE PLAT OF PALM COAST SECTION 16, MAP BOOK 6, PAGES 81 THROUGH 86 (MAP REFERENCE POINT "A"); THENCE EASTERLY ALONG THE NORTHERLY BOUNDARY OF SECTION 16, 1,899 FEET, MORE OR LESS, TO A POINT BEING A PERMANENT REFERENCE MONUMENT AS SHOWN ON SAID PLAT OF PALM COAST SECTION 16 AT LOT 50, BLOCK 11; THENCE DEPARTING SAID PLAT OF PALM COAST SECTION 16 AND RUN NORTH 72°34'30" EAST FOR A DISTANCE OF 1,996.35 FEET, MORE OR LESS, TO A POINT ON THE NORTHWEST CORNER OF THE PLAT OF PALM COAST SECTION 15, MAP BOOK 6, PAGES 68 THROUGH 72; THENCE NORTH 25°53'57" EAST FOR A DISTANCE OF 940.00 FEET; THENCE SOUTH 64°06'03" EAST FOR A DISTANCE OF 1,505.47 FEET; THENCE NORTH 70°54'21" EAST FOR A DISTANCE OF 926.73 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID PLAT OF PALM COAST SECTION 15; THENCE RUN EASTERLY ALONG THE NORTH BOUNDARY OF COCHISE WATERWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 664, PAGES 1222 THROUGH 1232 RUNNING ALONG THE FOLLOWING COURSES: THENCE NORTH 70°53'57" EAST FOR A DISTANCE OF 97.43 FEET, THENCE NORTH 64°00'00" EAST FOR A DISTANCE OF 208.12 FEET, THENCE NORTH 70°53'57" EAST FOR A DISTANCE OF 502.35 FEET, THENCE NORTH 17°52'27" WEST FOR A DISTANCE OF 40.00 FEET, THENCE NORTH 35°53'57" EAST FOR A DISTANCE OF 216.53 FEET TO THE NORTHEAST CORNER OF THE DESCRIBED COCHISE WATERWAY PARCEL; THENCE NORTH 72°07'33" EAST FOR A DISTANCE OF 160 FEET, MORE OR LESS, TO THE CENTER OF CHANNEL OF THE INTRACOASTAL WATERWAY; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID CHANNEL, FOR A DISTANCE OF 30,782 FEET, MORE OR LESS, TO THE INTERSECTION POINT OF SAID CENTERLINE OF CHANNEL WITH THE WESTERLY BOUNDARY LINE OF A FLAGLER COUNTY PARK RECORDED IN OFFICIAL RECORDS BOOK 455, PAGES 769 AND 770, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, (LOCAL NAME - SOUTH PARK) EXTENDED NORTHERLY TO THE CENTERLINE OF SAID CHANNEL, SAID INTERSECTION POINT LYING WITHIN GOVERNMENT SECTION 22, TOWNSHIP 11 SOUTH, RANGE 31 EAST; THENCE DEPARTING SAID CENTERLINE OF CHANNEL OF THE INTRACOASTAL WATERWAY RUN SOUTHERLY 1,238 FEET, MORE OR LESS, ALONG THE WEST LINE OF SAID PARK BOUNDARY TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE ENTRANCE ROAD TO SAID PARK (SOUTH PARK ROAD), RECORDED IN OFFICIAL RECORDS BOOK 581, PAGES 1512 THROUGH 1514; THENCE WESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH PARK ROAD AND CROSSING OVER COLBERT LANE ALONG THE EXTENSION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH PARK

ROAD, FOR A DISTANCE OF 6,152 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY BOUNDARY OF LANDS OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("GRAHAM SWAMP PROPERTY"), RECORDED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221 AND BOOK 582, PAGES 1562 THROUGH 1581, BEING ALSO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COLBERT LANE (MAP REFERENCE POINT "B"); THENCE NORTHERLY ALONG THE EASTERLY BOUNDARY OF SAID GRAHAM SWAMP PROPERTY FOR 7,684 FEET, MORE OR LESS, TO THE BOUNDARY LINE OF THE 44 ACRE FLAGLER COUNTY PARK PROPERTY AS RECORDED IN OFFICIAL RECORDS BOOK 473, PAGES 1961 THROUGH 1962; THENCE EASTERLY, SOUTHERLY AND NORTHERLY ALONG SAID PARK PROPERTY BOUNDARY (SO AS TO EXCLUDE SAID PARK PROPERTY FROM THIS DESCRIPTION), FOR A DISTANCE OF 9,408 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY OF SAID GRAHAM SWAMP PROPERTY; THENCE NORTHERLY ALONG THE EASTERLY BOUNDARY OF SAID GRAHAM SWAMP PROPERTY, FOR A DISTANCE OF 2,479 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID GRAHAM SWAMP PROPERTY; THENCE RUN NORTHERLY ALONG THE EASTERLY BOUNDARY OF THE PALM COAST COMMUNITY SERVICE CORPORATION'S PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 664, PAGES 1222 THROUGH 1232 RUNNING ALONG THE FOLLOWING COURSES: NORTH 23°57'25" WEST FOR A DISTANCE OF 3.10 FEET, THENCE NORTH 89°53'38" WEST FOR A DISTANCE OF 77.37 FEET, THENCE NORTH 10°18'17" WEST FOR A DISTANCE OF 32.52 FEET, NORTH 05°07'41" EAST 92.37 FEET, THENCE NORTH 05°07'41" EAST FOR A DISTANCE OF 253.49 FEET, THENCE NORTH 03°38'35" EAST FOR A DISTANCE OF 406.08 FEET, THENCE NORTH 10°52'52" WEST 1,119.30 FEET, THENCE NORTH 19°36'48" WEST FOR A DISTANCE OF 573.41 FEET, MORE OR LESS, TO ITS INTERSECTION WITH WEST BOUNDARY OF A 3.50-FOOT WIDE STRIP OF LAND FOR ADDITIONAL RIGHT-OF-WAY OF COLBERT LANE, SAID STRIP OF LAND RECORDED IN OFFICIAL RECORDS BOOK 591, PAGES 762 THROUGH 765; THENCE NORTHERLY ALONG SAID COLBERT LANE RIGHT-OF-WAY, RUNNING ALONG THE WEST LINE OF SAID RIGHT-OF-WAY AND RETENTION AREAS AND PARCELS DEEDED TO FLAGLER COUNTY WHICH ARE APPURTENANT TO COLBERT LANE FOR A DISTANCE OF 1,898 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 553, PAGE 1802 (ALSO KNOWN AS PALM COAST HOLDINGS PARCEL NUMBER 533); THENCE RUN SOUTHERLY AND WESTERLY AND NORTHERLY ALONG THE BOUNDARY OF SAID PARCEL 533, FOR A DISTANCE OF 4,955 FEET TO ITS INTERSECTION WITH THE SOUTHERLY BOUNDARY OF RETENTION POND "L" SERVING COLBERT LANE RIGHT-OF-WAY; THENCE WESTERLY AND NORTHERLY ALONG RETENTION POND "L" TO THE SOUTHERLY BOUNDARY OF A 3.50 FOOT WIDE STRIP OF LAND FOR ADDITIONAL RIGHT-OF-WAY OF COLBERT LANE, SAID STRIP OF LAND RECORDED IN OFFICIAL RECORDS BOOK 591, PAGES 762 THROUGH 765; THENCE WESTERLY ALONG SAID RIGHT-OF-WAY, FOR A DISTANCE OF 742 FEET, MORE OR LESS, TO THE INTERSECTION OF PALM COAST HOLDINGS PARCEL NUMBER 505 AS DESCRIBED IN OFFICIAL RECORDS BOOK 553, PAGE 1781; THENCE DEPARTING COLBERT LANE RUN SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID PARCEL NO. 505, FOR A DISTANCE OF 3,159.0 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 65°24'14" WEST FOR A DISTANCE OF 164.04 FEET; THENCE DEPARTING SAID PARCEL 505 RUN SOUTH 00°05'59" EAST FOR A DISTANCE OF 327.26 FEET; THENCE NORTH 89°53'38" WEST FOR A DISTANCE OF 889.47 FEET; THENCE SOUTH 31°07'01" WEST FOR A DISTANCE OF 1,485.39 FEET; THENCE SOUTH 16°28'04" WEST FOR A DISTANCE OF 397.93 FEET; THENCE SOUTH 64°41'17" WEST FOR A DISTANCE OF 710.73 FEET TO A POINT ON THE EAST LINE OF GOVERNMENT SECTION 50, TOWNSHIP 11 SOUTH, RANGE 31 EAST, BEING ALSO A POINT ON THE BOUNDARY OF SAID GRAHAM SWAMP PROPERTY AS RECORDED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221; THENCE NORTHERLY AND WESTERLY ALONG THE BOUNDARY OF SAID GRAHAM SWAMP PROPERTY AS RECORDED IN OFFICIAL RECORDS BOOK 546, PAGE 1197 THROUGH 1221 FOR A DISTANCE OF 7,911 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD RECORDED IN OFFICIAL RECORDS BOOK 596, PAGES 712 THROUGH 715 (MAP REFERENCE POINT "C"); THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY OF OLD KINGS ROAD, BEING ALSO THE BOUNDARY OF THE GRAHAM SWAMP PROPERTY, FOR A DISTANCE

OF 2,890 FEET, MORE OR LESS; THENCE DEPARTING OLD KINGS ROAD, RUN EASTERLY AND SOUTHERLY ALONG THE BOUNDARY OF SAID GRAHAM SWAMP PROPERTY FOR A DISTANCE OF 20,183.00 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY BOUNDARY LINE OF A 60' WIDE STRIP OF LAND FOR THE LEHIGH RAILROAD SPUR; THENCE NORTH 89°15'49" EAST ALONG SAID NORTHERLY LINE OF THE LEHIGH RAILROAD SPUR, FOR A DISTANCE OF 479.85 FEET; THENCE DEPARTING SAID NORTHERLY LINE RUN SOUTH 00°44'11" EAST FOR A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID RAILROAD SPUR LAND; THENCE DEPARTING THE LEHIGH RAILROAD SPUR RUN SOUTH 20°54'58" EAST ALONG THE EASTERLY BOUNDARY LINE OF LAND RECORDED IN OFFICIAL RECORDS BOOK 551, PAGES 598 THROUGH 602 AND OFFICIAL RECORDS BOOK 554, PAGES 1292 THROUGH 1297, FOR A DISTANCE OF 2,024.75 FEET; THENCE NORTH 89°15'47" EAST ALONG THE NORTHERLY BOUNDARY LINE OF LAND RECORDED IN OFFICIAL RECORDS BOOK 552, PAGE 1273, FOR A DISTANCE OF 2,114.34 FEET TO A POINT ON THE BOUNDARY OF SAID GRAHAM SWAMP PROPERTY AS RECORDED IN OFFICIAL RECORDS BOOK 546 PAGES 1197 THROUGH 1221; THENCE NORTHERLY, EASTERLY AND SOUTHERLY ALONG THE SOUTHERLY BOUNDARY OF SAID GRAHAM SWAMP PROPERTY AS RECORDED IN OFFICIAL RECORDS BOOK 546, PAGE 1197 THROUGH 1221, FOR A DISTANCE OF 9,028 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 861, PAGE 1536 THROUGH 1540; THENCE NORTHERLY AND EASTERLY ALONG THE BOUNDARY OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 861, PAGES 1536 THROUGH 1540, FOR A DISTANCE OF 1,423 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF A 15.00 FEET WIDE PUBLIC BIKE PATH RIGHT-OF-WAY KNOWN AS PARCEL B, RECORDED IN OFFICIAL RECORDS BOOK 591, PAGES 773 THROUGH 787; THENCE SOUTHERLY ALONG SAID BIKE PATH WESTERLY LINE, ALSO BEING 15.00 FEET WEST OF, AND PARALLEL WITH, THE WESTERLY RIGHT OF WAY LINE OF SAID COLBERT LANE, FOR A DISTANCE OF 4,365 FEET, MORE OR LESS; THENCE DEPARTING SAID WESTERLY BIKE PATH RIGHT OF WAY LINE RUN SOUTH 89°29'02" EAST FOR A DISTANCE OF 215.28 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID COLBERT LANE; THENCE CONTINUING SOUTH 89°29'02" EAST FOR A DISTANCE OF 1,237.83 FEET, MORE OR LESS, TO THE EAST LINE OF THE NORTHWEST QUARTER (¼) OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST; THENCE SOUTH 01°40'06" EAST ALONG SAID QUARTER (¼) SECTION LINE OF SECTION 11, FOR A DISTANCE OF 1,161.58 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 (200'R/W); THENCE DEPARTING SAID EAST LINE OF SAID NORTHWEST QUARTER (¼) OF SECTION 11, RUN NORTH 89°29'03" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 (200'R/W) FOR A DISTANCE OF 2,630.29 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE OF SAID STATE ROAD 100, RUN NORTH 01°23'05" WEST ALONG SAID WEST LINE OF SECTION 11, FOR A DISTANCE OF 1,352.00 FEET, MORE OR LESS, THENCE DEPARTING SAID WEST LINE OF SECTION 11, RUN SOUTH 89°37'15" WEST ALONG THE NORTH BOUNDARY OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 961, PAGES 1149 THROUGH 1151, FOR A DISTANCE OF 1,640.61 FEET, MORE OR LESS, TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 01°23'05" EAST ALONG THE WEST LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 961, PAGES 1149 THROUGH 1151, FOR A DISTANCE OF 1,352 FEET, MORE OR LESS, TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 (200'R/W); THENCE SOUTH 87°48'45" WEST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 3,201.14 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE RUN SOUTH 02°11'15" EAST CROSSING STATE ROAD 100 AND ALONG THE WEST BOUNDARY LINE OF THE FLAGLER COUNTY SHELL PIT PARCEL FOR A DISTANCE OF 1,400 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID SHELL PIT PARCEL AND THE NORTH LINE OF A PARCEL RECORDED IN OFFICIAL RECORD BOOK 525, PAGES 995 THROUGH 1000 (CORRECTIVE DEED RECORDED IN OFFICIAL RECORD BOOK 1716, PAGES 145 THROUGH 156) OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA (MAP REFERENCE POINT "D"); THENCE EASTERLY AND SOUTHERLY ALONG THE BOUNDARY OF SAID PROPERTY FOR A DISTANCE OF 12,324 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY BOUNDARY

OF A PARCEL RECORDED IN DEED BOOK 26, PAGES 558 THROUGH 569 OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTH 69°18'26" WEST ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL, FOR A DISTANCE OF 1,416.84 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD (A 100-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 73502-2601; THENCE CROSSING OLD KINGS ROAD CONTINUE SOUTH 69°18'26" WEST 100.68 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF OLD KINGS ROAD; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF OLD KINGS ROAD SOUTH 26°39'38" EAST FOR A DISTANCE OF 137.03 FEET TO A POINT ON THE SOUTHERLY LINE OF A PARCEL RECORDED IN OFFICIAL RECORD BOOK 1325, PAGES 1958 THROUGH 1960 OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL, FOR A DISTANCE OF 2,804 FEET, MORE OR LESS TO A POINT BEING PARALLEL WITH AND 100 FEET EASTERLY OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95; THENCE NORTHERLY ALONG SAID PARALLEL LINE 3,052 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY BOUNDARY OF A FLORIDA DEPARTMENT OF TRANSPORTATION RETENTION POND; THENCE ALONG SAID RETENTION POND BOUNDARY THE FOLLOWING THREE COURSES (SO AS TO EXCLUDE SAID RETENTION POND FROM THIS DESCRIPTION): NORTH 71°40'02" EAST, FOR A DISTANCE OF 250.00 FEET TO A POINT ON A LINE BEING PARALLEL WITH AND 350 FEET EASTERLY OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95; THENCE ALONG SAID PARALLEL LINE NORTH 18°19'58" WEST FOR A DISTANCE OF 700.00 FEET; THENCE DEPARTING SAID PARALLEL LINE SOUTH 71°40'02" WEST, FOR A DISTANCE OF 250.00 FEET TO A POINT ON A LINE BEING PARALLEL WITH AND 100 FEET EASTERLY OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95; THENCE DEPARTING SAID RETENTION POND BOUNDARY AND NORTHERLY ALONG SAID PARALLEL LINE FOR A DISTANCE OF 658 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY LINE OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORD BOOK 563, PAGES 502 THROUGH 507 OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE EASTERLY AND NORTHERLY ALONG SAID PARCEL OF LAND RECORDED IN OFFICIAL RECORD BOOK 563, PAGES 502 THROUGH 507, FOR A DISTANCE OF 2,732 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF OLD KINGS ROAD (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED) AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 73502-2601; THENCE NORTHERLY ALONG SAID A PARCEL OF LAND RECORDED IN OFFICIAL RECORD BOOK 563, PAGES 502 THROUGH 507 AND SAID WEST RIGHT-OF-WAY LINE OF OLD KINGS ROAD, FOR A DISTANCE OF 737 FEET, MORE OR LESS; THENCE DEPARTING SAID PARCEL AND WEST RIGHT-OF-WAY OF OLD KINGS ROAD, AND ALONG THE SOUTHERLY LINE OF THE IROQUOIS WATERWAY AND NORTHERLY LINE OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORD BOOK 456, PAGES 1583 THROUGH 1587, OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA, FOR A DISTANCE OF 2,653 FEET TO THE EAST RIGHT OF WAY LINE OF INTERSTATE 95, THENCE DEPARTING THE NORTHERLY LINE OF SAID PARCEL, NORTH 18°19'58" WEST ALONG THE EAST RIGHT OF WAY LINE OF INTERSTATE 95, FOR A DISTANCE OF 156.43 FEET TO A POINT ON THE NORTHERLY LINE OF THE IROQUOIS WATERWAY AND THE SOUTHERLY LINE OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORD BOOK 563, PAGES 502 THROUGH 507, OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY LINE OF THE IROQUOIS WATERWAY AND THE SOUTHERLY LINE OF SAID, FOR A DISTANCE OF 2,732 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF OLD KINGS ROAD (A 100-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 73502-2601; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE OF OLD KINGS ROAD FOR A DISTANCE OF 3,175 FEET, MORE OR LESS TO A POINT ON THE NORTH BOUNDARY OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORD BOOK 92, PAGES 406 THROUGH 408, OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA (FLAGLER COUNTY DUMP SITE); THENCE LEAVING SAID WEST RIGHT-OF-WAY OF OLD KINGS ROAD, AND ALONG THE NORTH AND WEST BOUNDARIES OF SAID PARCEL OF LAND (FLAGLER COUNTY DUMP SITE), THE FOLLOWING TWO COURSES: SOUTH 89°11'32" WEST FOR A DISTANCE OF 525.65 FEET, THENCE SOUTH 01°14'57" EAST FOR A

DISTANCE OF 2,453.21 FEET TO A POINT ON THE NORTH LINE OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORD BOOK 456, PAGES 1583 THROUGH 1587, OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING THE WEST BOUNDARY OF SAID PARCEL OF LAND (FLAGLER COUNTY DUMP SITE) AND ALONG THE NORTH LINE OF SAID PARCEL OF LAND RECORDED IN OFFICIAL RECORD BOOK 456, PAGES 1583 THROUGH 1587, SOUTH 89°11'32" WEST FOR A DISTANCE OF 706.26 FEET TO A POINT PARALLEL WITH AND 100 FEET EASTERLY OF THE EAST RIGHT OF WAY LINE OF INTERSTATE 95; THENCE NORTHERLY ALONG SAID PARALLEL LINE 1,321 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY BOUNDARY OF A FLORIDA DEPARTMENT OF TRANSPORTATION RETENTION POND; THENCE ALONG SAID RETENTION POND BOUNDARY THE FOLLOWING THREE COURSES (SO AS TO EXCLUDE SAID RETENTION POND FROM THIS DESCRIPTION): NORTH 71°40'02" EAST, FOR A DISTANCE OF 420.00 FEET TO A POINT ON A LINE BEING PARALLEL WITH AND 520 FEET EASTERLY OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95; THENCE ALONG SAID PARALLEL LINE NORTH 18°19'58" WEST FOR A DISTANCE OF 400.00 FEET; THENCE DEPARTING SAID PARALLEL LINE NORTH 88°15'00" WEST, FOR A DISTANCE OF 447.15 FEET TO A POINT ON A LINE BEING PARALLEL WITH AND 100 FEET EASTERLY OF THE EAST RIGHT OF WAY LINE OF INTERSTATE 95; THENCE DEPARTING SAID RETENTION POND BOUNDARY AND RUN NORTHERLY ALONG SAID PARALLEL LINE FOR A DISTANCE OF 4,707 FEET, MORE OR LESS, TO A POINT ON THE NORTH BOUNDARY OF THE PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 525, PAGES 995 THROUGH 1000; THENCE ALONG THE BOUNDARY OF SAID PARCEL SOUTH 87°48'45" WEST FOR A DISTANCE OF 270.24 FEET TO A POINT ON THE CENTERLINE OF INTERSTATE 95; THENCE SOUTHERLY ALONG THE CENTERLINE OF INTERSTATE 95 FOR A DISTANCE OF 22,109 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE SOUTH HALF (1/2) OF THE SOUTH HALF (1/2) OF GOVERNMENT SECTION 34, TOWNSHIP 12 SOUTH, RANGE 31 EAST (MAP REFERENCE POINT "E"); THENCE DEPARTING SAID CENTER OF INTERSTATE 95 RUN SOUTH 89°07'50" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 212.72 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE PLAT SEMINOLE PARK SECTION 58, MAP BOOK 19, PAGES 26 THROUGH 40; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF SEMINOLE PARK SECTION 58, MAP BOOK 19, PAGES 26 THROUGH 40, SEMINOLE PARK SECTION 59, MAP BOOK 19, PAGES 41 THROUGH 50 AND MAP BOOK 20, PAGES 1 THROUGH 8, AND SEMINOLE PARK SECTION 60, MAP BOOK 17, PAGES 48 THROUGH 55, FOR A DISTANCE OF 26,176.0 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID PLAT SECTION 60, SAID CORNER BEING ON THE EASTERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 1; THENCE WESTERLY ALONG THE EXTENSION OF THE SOUTH BOUNDARY OF SECTION 60 FOR A DISTANCE OF 57.00 FEET, MORE OR LESS, TO A POINT ON THE CENTER OF RIGHT OF WAY OF U.S. HIGHWAY NO. 1; THENCE NORTHERLY ALONG THE CENTER OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 5,126 FEET, MORE OR LESS; THENCE NORTH 00°29'23" EAST FOR A DISTANCE OF 78.11 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 1, SAID POINT LYING SOUTH 56°56'19" EAST FOR A DISTANCE OF 420.22 FEET FROM THE MOST SOUTHEASTERLY CORNER OF THE PLAT KANKAKEE RUN SECTION 65, MAP BOOK 17, PAGES 56 THROUGH 67; THENCE CONTINUE NORTH 00°29'23" EAST FOR A DISTANCE OF 428.92 FEET; THENCE SOUTH 89°30'37" EAST FOR A DISTANCE OF 1,834.29 FEET; THENCE NORTH 81°30'22" EAST FOR A DISTANCE OF 1,119.30 FEET; THENCE SOUTH 67°01'50" EAST FOR A DISTANCE OF 608.95 FEET; THENCE SOUTH 10°24'32" EAST FOR A DISTANCE OF 1,477.44 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SEMINOLE WOODS BOULEVARD (80'RAW); THENCE NORTH 54°30'55" EAST ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 1,144.40 FEET TO A POINT OF CURVATURE; THENCE EASTERLY AND NORTHERLY ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SEMINOLE WOODS BOULEVARD AND PARKWAY FOR A DISTANCE OF 7,644.4 FEET, MORE OR LESS, TO THE END OF A CURVE BEING A POINT OF TANGENCY AT THE NORTHEAST CORNER OF A 119 ACRE PARCEL RECORDED IN OFFICIAL RECORDS BOOK 637, PAGES 899 THROUGH 910, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SEMINOLE WOODS BOULEVARD RUN NORTH 71°18'23" WEST ALONG THE NORTHERLY BOUNDARY LINE OF SAID 119 ACRE PARCEL FOR A DISTANCE OF 3,313.11

FEET, MORE OR LESS; THENCE SOUTH 18°41'37" WEST ALONG THE WESTERLY LINE OF SAID 119 ACRE PARCEL FOR A DISTANCE OF 561.11 FEET; THENCE DEPARTING SAID 119 ACRE PARCEL, RUN SOUTH 76°04'49" WEST FOR A DISTANCE OF 2,868.28 FEET, MORE OR LESS; THENCE SOUTH 87°34'32" WEST FOR A DISTANCE OF 648.56 FEET TO A POINT ON THE WEST LINE OF GOVERNMENT SECTION 29, TOWNSHIP 12 SOUTH, RANGE 31 EAST (MAP REFERENCE POINT "F"), SAID POINT BEING NORTH 02°57'38" WEST, 3,659.32 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE DEPARTING SAID WESTERLY LINE OF GOVERNMENT SECTION 29, RUN SOUTH 87°34'32" WEST FOR A DISTANCE OF 821.05 FEET; THENCE NORTH 10°50'53" WEST FOR A DISTANCE OF 489.98 FEET; THENCE NORTH 27°46'32" WEST FOR A DISTANCE OF 219.87 FEET; THENCE NORTH 50°42'51" WEST FOR A DISTANCE OF 469.34 FEET; THENCE SOUTH 05°08'20" EAST FOR A DISTANCE OF 29.73 FEET; THENCE NORTH 71°00'20" WEST FOR A DISTANCE OF 1,658.39 FEET; THENCE NORTH 80°07'14" WEST FOR A DISTANCE OF 845.44 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BELLE TERRE BOULEVARD; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BELLE TERRE BOULEVARD FOR A DISTANCE OF 1,236 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY BOUNDARY LINE OF THE PLAT KANKAKEE RUN SECTION 65, MAP BOOK 17, PAGES 56 THROUGH 67; THENCE SOUTHERLY ALONG SAID BOUNDARY FOR A DISTANCE OF 6,097 FEET, MORE OR LESS, TO A POINT ON THE CENTER OF U.S. HIGHWAY NO. 1; THENCE NORTHERLY ALONG SAID CENTER OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 5,827 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF BLOCK 14 OF THE PLAT DUPONT, RECORDED IN MAP BOOK 1, PAGE 9; THENCE DEPARTING THE CENTER OF RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1, RUN WESTERLY ALONG THE NORTH LINE OF SAID BLOCK 14 TO THE NORTHWEST CORNER OF BLOCK 14; THENCE SOUTHERLY 210 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF BLOCK 14; THENCE WESTERLY ALONG THE SOUTH LINE OF BLOCK 13, FOR A DISTANCE OF 275 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF BLOCK 13; THENCE NORTHERLY ALONG THE WESTERLY LINE OF BLOCK 13 FOR A DISTANCE OF 260 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF BLOCK 12; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF BLOCK 12 FOR A DISTANCE OF 225 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF BLOCK 12; THENCE NORTHERLY ALONG THE EASTERLY LINE OF LOT 7, BLOCK 12, AND THE EXTENSION THEREOF TO A POINT IN THE CENTER OF U.S. HIGHWAY NO. 1; THENCE NORTHWESTERLY ALONG THE CENTER OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 1,194 FEET TO A POINT ON THE SOUTH LINE OF GOVERNMENT SECTION 24, TOWNSHIP 12 SOUTH, RANGE 30 EAST; THENCE DEPARTING U.S. HIGHWAY NO. 1 RUN NORTH 88°39'31" EAST ALONG THE BOUNDARY OF SAID PLAT KANKAKEE FOR A DISTANCE OF 672.08 FEET; THENCE NORTH 01°21'13" WEST FOR A DISTANCE OF 660.27 FEET; THENCE SOUTH 88°39'12" WEST FOR A DISTANCE OF 1,040.53 FEET TO A POINT ON THE CENTER OF U.S. HIGHWAY NO. 1; THENCE NORTHERLY ALONG THE CENTER OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 1,130.6 FEET, MORE OR LESS, TO A POINT OF INTERSECTION OF THE CENTER OF U.S. HIGHWAY NO. 1 WITH THE WEST LINE OF GOVERNMENT SECTION 24, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE DEPARTING U.S. HIGHWAY NO. 1 RUN NORTHERLY ALONG THE WEST LINE OF GOVERNMENT SECTIONS 24, 13 AND 12, FOR A DISTANCE OF 10,265 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE SOUTH HALF (1/2) OF THE SOUTH HALF (1/2) OF SECTION 12, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE NORTH 89°01'42" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 2,497.94 FEET TO A POINT ON THE BOUNDARY LINE OF THE PLAT ZEBULAH'S TRAIL SECTION 63, MAP BOOK 18, PAGES 24 THROUGH 35; THENCE CONTINUE NORTH 89°01'42" EAST ALONG THE BOUNDARY OF SAID PLAT FOR A DISTANCE OF 1,300.34 FEET; THENCE NORTH 01°14'25" WEST FOR A DISTANCE OF 635.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD BRICK ROAD; THENCE DEPARTING PLAT ZEBULAH'S TRAIL SECTION 63, RUN NORTHERLY 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID OLD BRICK ROAD AND THE SOUTHEAST CORNER OF THE PARCELS DESCRIBED IN OFFICIAL RECORDS BOOK 1127, PAGES 149 THROUGH 150; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF OLD BRICK ROAD TO THE SOUTHWEST CORNER OF SAID PARCELS DESCRIBED IN OFFICIAL RECORDS BOOK 1127, PAGES 149 THROUGH

150, ALSO BEING THE WEST LINE OF THE EAST HALF OF THE SOUTH HALF OF TRACT 9, BLOCK A, SECTION 12, TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANY SUBDIVISION, PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID EAST HALF OF THE SOUTH HALF OF TRACT 9; THENCE EASTERLY ALONG THE NORTH LINE OF SAID EAST HALF OF THE SOUTH HALF OF TRACT 9 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST LINE OF TRACT 9 TO THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1207, PAGES 1748 THROUGH 1750, SAID PARCEL BEING A 100-FOOT SQUARE LOT IN THE SOUTHWESTERLY CORNER OF THE SOUTH HALF OF TRACT 10, BLOCK A, SECTION 12, TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANY SUBDIVISION, PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE EASTERLY FOR A DISTANCE OF 100 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID 100-FOOT SQUARE PARCEL; THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF SAID TRACT 10, TO THE NORTHERLY RIGHT-OF-WAY LINE OF OLD BRICK ROAD; THENCE SOUTHERLY 50.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD BRICK ROAD AND SAID BOUNDARY LINE OF THE PLAT ZEBULAH'S TRAIL SECTION 63; THENCE NORTH 89°16'07" EAST FOR A DISTANCE OF 1,160 FEET, MORE OR LESS; THENCE NORTH 00°06'26" EAST FOR A DISTANCE OF 50.01 FEET; THENCE NORTH 01°16'45" WEST ALONG THE WESTERLY BOUNDARY OF SAID PLAT ZEBULAH'S TRAIL SECTION 63 AS EXTENDED FOR A DISTANCE OF 860 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100, BEING THE SOUTHWEST CORNER OF RESERVED PARCEL E-1 OF THE PLAT EASTHAMPTON SECTION 34, MAP BOOK 11, PAGES 30 THROUGH 49; THENCE NORTHERLY AND WESTERLY ALONG THE BOUNDARY LINE OF SAID PLAT EASTHAMPTON SECTION 34 FOR A DISTANCE OF 14,752 FEET, MORE OR LESS, TO A POINT BEING THE NORTHWEST CORNER OF SAID PLAT EASTHAMPTON SECTION 34; THENCE CONTINUE FOR A DISTANCE OF 410 FEET, MORE OR LESS, ALONG THE WEST LINE OF EASTHAMPTON SECTION 34 EXTENDED NORTHERLY TO THE SOUTH RIGHT-OF-WAY LINE OF THE LEHIGH GREENWAY, RECORDED IN OFFICIAL RECORDS BOOK 731, PAGE 1653 (MAP REFERENCE POINT "G"); THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 6,656 FEET, MORE OR LESS, TO A POINT IN THE CENTER OF U.S. HIGHWAY NO. 1; THENCE NORTHERLY ALONG THE CENTER OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 10,739 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF GOVERNMENT SECTION 22, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE CONTINUE NORTHERLY ALONG THE CENTER OF U.S. HIGHWAY NO. 1, FOR A DISTANCE OF 2,700 FEET, MORE OR LESS, TO A POINT BEING THE SOUTH LINE OF WYNNFIELD SUBDIVISION, ACCORDING TO THE PLAT DESCRIBED IN MAP BOOK 9, PAGES 36 THROUGH 50, EXTENDED WESTERLY TO THE CENTER OF U.S. HIGHWAY NO. 1; THENCE DEPARTING SAID CENTER OF U.S. NO. 1, RUN SOUTH 87°33'08" WEST FOR A DISTANCE OF 128.98 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE NORTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 35.8 FEET, MORE OR LESS; THENCE SOUTH 88°34'05" WEST FOR A DISTANCE OF 693.45 FEET; THENCE SOUTH 00°00'15" EAST FOR A DISTANCE OF 851.48 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 16 OF TOWN AND COUNTRY BUSINESS PARK, ACCORDING TO THE PLAT DESCRIBED IN MAP BOOK 30, PAGES 13 AND 14; THENCE EASTERLY 228.19 FEET TO THE NORTHEAST CORNER OF SAID LOT 16; THENCE SOUTHWESTERLY 100.26 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16; THENCE WESTERLY 220.99 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16; THENCE SOUTH 00°00'15" EAST FOR A DISTANCE OF 216.21 FEET, MORE OR LESS, THE NORTHWEST CORNER OF LOT 13 OF SAID TOWN AND COUNTRY BUSINESS PARK, ACCORDING TO THE PLAT DESCRIBED IN MAP BOOK 30, PAGES 13 AND 14; THENCE EASTERLY 205.41 FEET TO THE NORTHEAST CORNER OF SAID LOT 13; THENCE SOUTHERLY 352.5 FEET, MORE OR LESS, ALONG THE EAST LINE OF LOTS 13, 12 AND 11 OF SAID TOWN AND COUNTRY BUSINESS PARK TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE WESTERLY 200.63 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE SOUTH 00°00'15" EAST FOR A DISTANCE OF 1,188.9 FEET, MORE OR LESS, TO THE SOUTHWEST

CORNER OF SAID TOWN AND COUNTRY BUSINESS PARK, SAID SOUTHWEST CORNER BEING ON THE NORTH LINE OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE SOUTH 88°53'41" WEST ALONG THE NORTH LINE OF SAID SECTION 27 FOR A DISTANCE OF 502.44 FEET, MORE OR LESS; THENCE DEPARTING SAID NORTH LINE OF SECTION 27, RUN SOUTH 03°17'35" EAST FOR A DISTANCE OF 1,225.95 FEET, MORE OR LESS; THENCE NORTH 86°42'27" EAST FOR A DISTANCE OF 1,080.53 FEET, MORE OR LESS, TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 4,113.5 FEET, MORE OR LESS, TO THE NORTH RIGHT OF WAY LINE OF OTIS STONE HUNTER ROAD; THENCE WESTERLY ALONG THE NORTH RIGHT OF WAY LINE OF OTIS STONE HUNTER ROAD FOR A DISTANCE OF 3,296 FEET, MORE OR LESS, TO THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE OF OTIS STONE HUNTER ROAD, RUN SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY FOR A DISTANCE OF 4,780 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID WESTERLY RAILWAY RIGHT OF WAY LINE AND THE EAST LINE OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE SOUTHERLY ALONG SAID WESTERLY RAILWAY RIGHT OF WAY LINE AND SAID EAST LINE OF SECTION 33 FOR A DISTANCE OF 595 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID SECTION 33; THENCE DEPARTING SAID WESTERLY RAILWAY RIGHT OF WAY LINE AND SAID SOUTHEAST CORNER OF SECTION 33, RUN WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 33 TO THE SOUTHWEST CORNER THEREOF; THENCE DEPARTING SAID SOUTHWEST CORNER OF SECTION 33, RUN NORTH 89°03'16" WEST ALONG THE SOUTHERN BOUNDARY OF SECTION 32, TOWNSHIP 11 SOUTH, RANGE 30 EAST, TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF S.R. 13 (A VARIABLE WIDTH RIGHT OF WAY); THENCE NORTH 48°54'41" WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF S.R. 13 TO A POINT ON THE NORTHERLY MAINTAINED RIGHT OF WAY OF AN EXISTING DIRT ROAD; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE OF S.R. 13, RUN ALONG SAID NORTHERLY MAINTAINED RIGHT OF WAY OF AN EXISTING DIRT ROAD THE FOLLOWING THREE (3) COURSES; (1) THENCE NORTH 55°38'46" EAST FOR A DISTANCE OF 173.18 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 574.60 FEET; (2) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 181.18 FEET, THROUGH A CENTRAL ANGLE OF 18°04'00" AND BEING SUBTENDED BY A CHORD, BEARING DISTANCE OF NORTH 64°40'15" EAST 180.43 FEET TO A POINT OF TANGENCY; (3) THENCE NORTH 73°42'15" EAST FOR A DISTANCE OF 446.36 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 32; THENCE NORTHERLY ALONG SAID WEST LINE OF THE EAST HALF OF THE EAST HALF, AND ITS NORTHERLY EXTENSION THEREOF, TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF OTIS STONE HUNTER ROAD, SAID NORTHERLY RIGHT OF WAY LINE BEING IN SECTION 29, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE WESTERLY ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE TO A POINT WHICH IS NORTH 30°53'57" WEST, 39.2 FEET, MORE OR LESS, FROM THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE DEPARTING SAID EXISTING NORTHERLY RIGHT OF WAY LINE OF OTIS STONE HUNTER ROAD, RUN NORTH 30°53'57" WEST FOR A DISTANCE OF 2,562 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1600, PAGE 275; THENCE WESTERLY ON THE NORTH LINE OF SAID LANDS FOR A DISTANCE OF 776 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LANDS, SAID NORTHWEST CORNER BEING ON THE EASTERLY RIGHT OF WAY LINE OF OLD BRICK YARD ROAD (HIGHWAY 13), A 50 FOOT RIGHT OF WAY; THENCE NORTH 10°25'58" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE OF OLD BRICK YARD ROAD FOR A DISTANCE OF 415.68 FEET, MORE OR LESS; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN SOUTH 90°00'00" WEST ON THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 535, PAGE 1327 AND OFFICIAL RECORDS BOOK 404, PAGE 281 FOR A DISTANCE OF 487.17 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 535, PAGE 1327; THENCE SOUTH 45°00'00" WEST FOR A

DISTANCE OF 2,876 FEET, MORE OR LESS, TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF AN ABANDONED RAILROAD HAVING A 100-FOOT RIGHT-OF-WAY; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY ABANDONED RAILROAD RIGHT OF WAY FOR A DISTANCE OF 19,066 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE NORTHERLY LINE OF LANDS CONVEYED TO FLORIDA POWER AND LIGHT COMPANY SET FORTH IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 213, PAGE 796, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID INTERSECTION BEING IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 29 EAST; THENCE DEPARTING SAID SOUTHWESTERLY ABANDONED RAILROAD RIGHT-OF-WAY LINE, RUN NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID FLORIDA POWER AND LIGHT COMPANY LANDS FOR A DISTANCE OF 2,287 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE DEPARTING SAID NORTHEASTERLY LINE OF FLORIDA POWER AND LIGHT COMPANY LANDS, RUN EASTERLY ALONG SAID NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 15 TO THE EAST LINE OF SAID SECTION; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SECTION 15 TO THE NORTHEAST CORNER OF SAID SECTION 15, ALSO BEING THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 11 SOUTH, RANGE 29 EAST (MAP REFERENCE POINT "H"); THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 14 TO THE NORTHEAST CORNER OF SAID SECTION 14, ALSO BEING THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 11 SOUTH, RANGE 29 EAST; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 12 TO THE NORTHWEST CORNER OF SAID SECTION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 12 TO THE CENTERLINE OF OLD BRICK ROAD (AS NOW ESTABLISHED) ALSO BEING THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1558, PAGE 679 OF SAID PUBLIC RECORDS; THENCE RUN THE FOLLOWING (48) COURSES AND DISTANCES ALONG SAID CENTERLINE, AND WESTERLY LINE: (1) NORTH 26°49'39" WEST, 84.37 FEET; (2) NORTH 24°19'07" WEST, 3,161.55 FEET; (3) NORTH 23°57'03" WEST, 291.18 FEET; (4) NORTH 25°50'57" WEST, 22.84 FEET; (5) NORTH 24°12'47" WEST, 617.87 FEET; (6) NORTH 23°48'00" WEST, 77.28 FEET; (7) NORTH 24°16'44" WEST, 920.28 FEET; (8) NORTH 24°32'08" WEST, 64.19 FEET; (9) NORTH 24°24'18" WEST, 77.82 FEET; (10) NORTH 29°56'16" WEST, 24.23 FEET; (11) NORTH 24°15'43" WEST, 1,738.10 FEET; (12) NORTH 29°29'42" WEST, 100.40 FEET; (13) NORTH 36°11'00" WEST, 317.55 FEET; (14) NORTH 37°16'50" WEST, 176.49 FEET; (15) NORTH 38°35'10" WEST, 763.05 FEET (16) NORTH 38°48'32" WEST, 488.46 FEET; (17) NORTH 35°18'50" WEST, 60.72 FEET; (18) NORTH 40°30'25" WEST, 143.90 FEET; (19) NORTH 39°04'10" WEST, 479.49 FEET; (20) NORTH 38°59'00" WEST, 1,270.87 FEET; (21) NORTH 35°43'00" WEST, 198.30 FEET; (22) NORTH 31°34'59" WEST, 199.99 FEET; (23) NORTH 27°26'44" WEST, 90.87 FEET; (24) NORTH 32°46'29" WEST, 82.31 FEET; (25) NORTH 30°24'18" WEST, 783.03 FEET; (26) NORTH 30°35'25" WEST, 877.06 FEET; (27) NORTH 31°38'12" WEST, 56.74 FEET; (28) NORTH 30°31'44" WEST, 1,417.57 FEET; (29) NORTH 30°57'44" WEST, 1,001.16 FEET; (30) NORTH 28°41'30" WEST, 194.24 FEET; (31) NORTH 25°36'44" WEST, 198.92 FEET; (32) NORTH 22°17'21" WEST, 742.52 FEET; (33) NORTH 22°12'35" WEST, 444.14 FEET; (34) NORTH 20°30'30" WEST, 250.49 FEET; (35) NORTH 20°14'39" WEST, 180.97 FEET; (36) NORTH 20°24'44" WEST, 1,589.09 FEET; (37) NORTH 10°33'04" WEST, 87.05 FEET; (38) NORTH 20°23'01" WEST, 882.13 FEET; (39) NORTH 20°52'53" WEST, 155.63 FEET; (40) NORTH 20°22'19" WEST, 1,878.38 FEET; (41) NORTH 20°52'15" WEST, 400.21 FEET; (42) NORTH 18°24'59" WEST, 96.60 FEET; (43) NORTH 16°32'58" WEST, 53.69 FEET; (44) NORTH 14°27'44" WEST, 50.90 FEET; (45) NORTH 10°43'37" WEST, 124.08; (46) NORTH 9°25'15" WEST, 345.94 FEET; (47) NORTH 09°59'58" WEST, 452.07 FEET; (48) NORTH 06°59'25" WEST, 26.97 FEET TO THE NORTHERLY LINE OF SECTION 22, TOWNSHIP 10 SOUTH, RANGE 29 EAST; THENCE ALONG THE NORTHERLY LINES OF SAID SECTIONS 22, 23, AND 24 TO THE NORTHEAST CORNER OF SAID SECTION 24 (MAP REFERENCE POINT "I"); THENCE SOUTH 00°25'15" EAST, ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER (¼) OF SAID SECTION 24, FOR A DISTANCE OF 2,634.77 FEET; THENCE SOUTH 00°56'20" WEST, ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER (¼) OF SAID SECTION 24, FOR A DISTANCE OF 2,658.49 FEET TO THE SOUTHEAST

CORNER OF SAID SECTION 24; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SECTION 25, TOWNSHIP 10 SOUTH, RANGE 29 EAST, TO THE NORTHERLY LINE OF SECTION 36, TOWNSHIP 10 SOUTH, RANGE 29 EAST; THENCE NORTH 89°22'47" EAST, ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 112.08 FEET TO THE EASTERLY LINE OF SAID SECTION 36; THENCE SOUTH 00°39'38" EAST, ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 2,490.78 FEET TO THE NORTHERLY LINE OF THE WEST HALF (½) OF THE SOUTHWEST QUARTER (¼) OF SECTION 31, TOWNSHIP 10 SOUTH, RANGE 30 EAST; THENCE SOUTH 89°50'58" EAST, ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 1,325.27 FEET TO THE EASTERLY LINE OF THE WEST HALF (½) OF THE SOUTHWEST QUARTER (¼) OF SAID SECTION 31; THENCE SOUTH 00°03'47" EAST, ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 2,654.89 FEET TO THE SOUTHERLY LINE OF SAID SECTION 31; THENCE NORTH 89°54'18" WEST, ALONG SAID SOUTHERLY LINE, FOR A DISTANCE OF 1,324.68 FEET TO THE EASTERLY LINE OF SECTION 1, TOWNSHIP 11 SOUTH, RANGE 29 EAST; THENCE SOUTHERLY, ALONG SAID EASTERLY LINE OF SECTION 1, TO THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 11 SOUTH, RANGE 29 EAST; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 12 TO THE SOUTHEAST CORNER OF SAID SECTION, SAID SOUTHEAST CORNER ALSO BEING THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 18 TO THE NORTHEAST CORNER THEREOF, SAID NORTHEAST CORNER ALSO BEING THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 17 TO THE NORTHEAST CORNER THEREOF, SAID NORTHEAST CORNER ALSO BEING THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID SECTION 16 TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY'S RAILROAD; THENCE DEPARTING SAID NORTHERLY LINE OF SECTION 16, RUN NORTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD FOR A DISTANCE OF 30,330 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF GOVERNMENT SECTION 47, TOWNSHIP 10 SOUTH, RANGE 30 EAST; THENCE SOUTH 54°24'01" WEST ALONG SAID SOUTH LINE OF SECTION 47 AND THE RIGHT-OF-WAY OF SAID RAILROAD FOR A DISTANCE OF 139.61 FEET; THENCE DEPARTING SAID SOUTH LINE OF SECTION 47 RUN NORTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD FOR A DISTANCE OF 5,175 FEET MORE OR LESS, TO THE CENTER OF PELLICER CREEK, SAID CENTER OF CREEK BEING THE NORTHERLY BOUNDARY OF FLAGLER COUNTY, FLORIDA, (MAP REFERENCE POINT "J"); THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE OF RAILROAD RUN EASTERLY ALONG THE CENTER OF SAID PELLICER CREEK FOR A DISTANCE OF 5,667 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE DEPARTING THE CENTER OF PELLICER CREEK AND THE NORTH LINE OF FLAGLER COUNTY, FLORIDA, RUN SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 9,413 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST; THENCE NORTH 89°44'49" EAST ALONG SAID NORTH LINE OF SECTION 21 FOR A DISTANCE OF 50.52 FEET; THENCE DEPARTING SAID NORTH LINE OF SECTION 21, RUN SOUTH 08°29'47" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF U.S. No. 1 FOR A DISTANCE OF 1,332.10 FEET; THENCE SOUTH 89°35'37" WEST FOR A DISTANCE OF 50.50 FEET; THENCE SOUTH 08°29'47" EAST FOR A DISTANCE OF 685.79 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 RUN NORTH 81°30'13" EAST FOR A DISTANCE OF 200.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1; THENCE DEPARTING U.S. HIGHWAY No. 1 RUN NORTH 89°21'34" EAST ALONG THE SOUTH BOUNDARY LINE OF THE KURCIN PARCEL RECORDED IN OFFICIAL RECORDS BOOK 672, PAGE 508 FOR A DISTANCE OF 1,097.21 FEET; THENCE SOUTH 08°08'42" EAST FOR A DISTANCE OF 281.75 FEET; THENCE WESTERLY ALONG THE NORTH BOUNDARY LINE OF THE ROTUNNO PARCEL, RECORDED IN OFFICIAL RECORDS BOOK 562, PAGE 1600, FOR A DISTANCE OF 1,095.5 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 391.3 FEET,

MORE OR LESS, TO A POINT ON THE SOUTHERLY LINE OF SAID ROTUNNO PARCEL; THENCE NORTH 89°26'28" EAST ALONG THE SOUTH LINE OF THE ROTUNNO PARCEL AND ALONG THE SOUTH LINE OF THE KURCIN PARCEL FOR A DISTANCE OF 1,678.73 FEET; THENCE NORTH 00°29'05" WEST ALONG THE EAST LINE OF SAID KURCIN PARCEL FOR A DISTANCE OF 700.17 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID KURCIN PARCEL; THENCE WESTERLY ALONG THE NORTH LINE OF SAID KURCIN PARCEL FOR A DISTANCE OF 1,776.9 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1; THENCE NORTH 08°29'47" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1, FOR A DISTANCE OF 1,958 FEET, MORE OR LESS, TO THE NORTH LINE OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1 FOR A DISTANCE OF 9,255 FEET, MORE OR LESS, TO THE CENTER OF PELLICER CREEK AND THE NORTH LINE OF FLAGLER COUNTY, FLORIDA; THENCE EASTERLY ALONG THE CENTER OF PELLICER CREEK 4,846 FEET, MORE OR LESS, TO THE CENTER OF INTERSTATE 95; THENCE DEPARTING SAID CENTER OF PELLICER CREEK AND THE NORTH LINE OF FLAGLER COUNTY, RUN SOUTHERLY ALONG THE CENTER OF INTERSTATE 95 FOR A DISTANCE OF 11,325 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF SECTION 18, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 18 (MAP REFERENCE POINT "I"); THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 18 TO THE NORTH WEST CORNER OF SAID SECTION 18; THENCE NORTH 89°04'11" EAST ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER (¼) OF SAID SECTION 18, FOR A DISTANCE OF 2,643.62 FEET TO THE NORTHERLY LINE OF THE NORTHEAST QUARTER (¼) OF SAID SECTION 18; THENCE NORTH 88°55'28" EAST ALONG SAID LINE, FOR A DISTANCE OF 1,327.18 FEET TO THE EASTERLY LINE OF THE NORTHWEST QUARTER (¼) OF THE NORTHEAST QUARTER (¼) OF SECTION 18; THENCE SOUTH 00°47'39" EAST, ALONG SAID LINE, 1,319.93 FEET TO SOUTHERLY LINE OF THE NORTHWEST QUARTER (¼) OF THE NORTHEAST QUARTER (¼) OF SAID SECTION 18; THENCE SOUTH 88°59'22" WEST, ALONG SAID LINE, 1,325.16 FEET TO THE EASTERLY LINE OF THE NORTHWEST QUARTER (¼) OF SECTION 18; THENCE SOUTH 00°52'54" EAST, ALONG SAID LINE, 1,318.42 FEET TO THE NORTHERLY LINE OF THE SOUTHEAST QUARTER (¼) OF SAID SECTION 18; THENCE NORTH 89°03'17" EAST, ALONG SAID LINE, 2,646.28 FEET TO THE EASTERLY LINE OF SAID SECTION 18; THENCE SOUTH 00°36'34" EAST, ALONG SAID LINE, 2,664.61 FEET TO THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER (¼) OF SAID SECTION 18; THENCE SOUTH 89°51'49" WEST, ALONG LAST SAID LINE, 2,633.84 FEET TO SOUTHERLY LINE OF THE SOUTHWEST QUARTER (¼) OF SAID SECTION 18, THENCE NORTH 88°50'09" EAST, ALONG SAID LINE, FOR A DISTANCE OF 2,654.39 FEET TO THE TO THE POINT OF BEGINNING (MAP REFERENCE POINT "I").

TOGETHER WITH:

A PARCEL OF LAND DESCRIBED AS THAT PORTION OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 30 AND RUN NORTH 30 DEGREES 53 MINUTES 57 SECOND WEST, 2600.95 FEET TO A POINT ON THE WESTERN BOUNDARY OF THE EAST ½ OF THE SOUTHEAST ¼, THENCE SOUTH ALONG SAID WESTERN BOUNDARY OF THE EAST ½ OF THE SOUTHEAST ¼ TO THE SOUTH LINE OF SECTION 30, THEN EAST ALONG THE SOUTH LINE OF SAID SECTION TO THE SOUTHEAST CORNER OF SECTION 30 AND THE POINT OF BEGINNING. APPROXIMATELY 32 ACRES MORE OR LESS.

TOGETHER WITH:

A PARCEL OF LAND LYING WITHIN GOVERNMENT SECTIONS 17, 18, 19, 20, 21, 22, 27, 28, 29, 33, 34, 42, 50, 51, 52, 53 AND 54, TOWNSHIP 11 SOUTH, RANGE 31 EAST, GOVERNMENT SECTIONS 3 AND 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

A POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF GOVERNMENT SECTION 22, TOWNSHIP 11 SOUTH, RANGE 31 EAST, THENCE NORTH 88°53'11" EAST ALONG THE SOUTH LINE OF SECTION 22 A DISTANCE OF 429.08 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE DEPARTING SAID SECTION LINE SOUTH 16°42'45" EAST A DISTANCE OF 269.25 FEET, THENCE SOUTH 52°45'41" WEST A DISTANCE OF 121.63 FEET, THENCE SOUTH 60°38'42" EAST A DISTANCE OF 233.55 FEET, THENCE NORTH 57°33'16" EAST A DISTANCE OF 458.03 FEET, THENCE NORTH 87°43'12" EAST A DISTANCE OF 210.50 FEET, THENCE SOUTH 19°42'53" WEST A DISTANCE OF 40.68 FEET, THENCE SOUTH 76°30'00" EAST A DISTANCE OF 44.12 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF A 15' STRIP OF LAND FOR PEDESTRIAN/BICYCLE PATH USE RECORDED IN OFFICIAL RECORDS BOOK 474, PAGES 820 THROUGH 823, THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES SOUTH 10°05'32" WEST A DISTANCE OF 926.81 FEET TO A POINT OF CURVATURE, CONCAVE NORTHEASTERLY, THENCE SOUTHERLY A DISTANCE OF 1887.48 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 68°39'48", A RADIUS OF 1575.00 FEET, A CHORD BEARING OF SOUTH 24°14'22" EAST AND A CHORD DISTANCE OF 1776.54 FEET TO A POINT OF TANGENCY, THENCE SOUTH 58°34'16" EAST A DISTANCE OF 560.63 FEET TO A POINT OF CURVATURE, CONCAVE SOUTHWESTERLY, THENCE SOUTHEASTERLY A DISTANCE OF 1700.10 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 40°10'06", A RADIUS OF 2425.00 FEET, A CHORD BEARING OF SOUTH 38°29'13" EAST AND A CHORD DISTANCE OF 1666.40 FEET TO A POINT OF TANGENCY, THENCE SOUTH 18°24'09" EAST A DISTANCE OF 5460.63 TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, THENCE SOUTHERLY A DISTANCE OF 1507.36 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11°29'11", A RADIUS OF 7519.00 FEET, A CHORD BEARING OF SOUTH 11°58'36" EAST AND A CHORD DISTANCE OF 1504.84 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE DEPARTING SAID PROPOSED ROADWAY SOUTH 83°46'14" WEST A DISTANCE OF 8.55 FEET, THENCE SOUTH 83°27'24" WEST A DISTANCE OF 211.82 FEET, THENCE SOUTH 44°29'22" WEST A DISTANCE OF 990.73 FEET, THENCE SOUTH 29°15'12" WEST A DISTANCE OF 219.88 FEET, THENCE SOUTH 57°42'47" EAST A DISTANCE OF 283.56 FEET, THENCE SOUTH 12°43'31" EAST A DISTANCE OF 300.18 FEET, THENCE SOUTH 45°29'28" EAST A DISTANCE OF 718.28 FEET, THENCE SOUTH 19°06'24" EAST A DISTANCE OF 261.31 FEET, THENCE SOUTH 44°03'30" WEST A DISTANCE OF 145.36 FEET, THENCE NORTH 62°22'17" WEST A DISTANCE OF 122.87 FEET, THENCE SOUTH 39°48'36" WEST A DISTANCE OF 208.66 FEET, THENCE SOUTH 23°18'47" WEST A DISTANCE OF 392.96 FEET, THENCE SOUTH 22°15'50" EAST A DISTANCE OF 554.13 FEET, THENCE NORTH 79°37'07" WEST A DISTANCE OF 158.10 FEET, THENCE NORTH 47°30'38" WEST A DISTANCE OF 210.90 FEET, THENCE NORTH 08°02'07" WEST A DISTANCE OF 278.13 FEET, THENCE NORTH 42°31'19" WEST A DISTANCE OF 644.26 FEET, THENCE NORTH 63°57'47" WEST A DISTANCE OF 302.89 FEET, THENCE NORTH 85°53'27" WEST A DISTANCE OF 132.53 FEET, THENCE NORTH 03°36'14" EAST A DISTANCE OF 123.70 FEET, THENCE NORTH 43°33'24" WEST A DISTANCE OF 406.24 FEET, THENCE SOUTH 43°05'57" WEST A DISTANCE OF 91.04 FEET, THENCE SOUTH 04°15'25" WEST A DISTANCE OF 104.75 FEET, THENCE SOUTH 40°22'25" WEST A DISTANCE OF 324.10 FEET, THENCE SOUTH 80°06'11" WEST A DISTANCE OF 55.25 FEET, THENCE NORTH 27°50'43" EAST A DISTANCE OF 332.95, THENCE NORTH A DISTANCE OF 85.47 FEET, THENCE NORTH 47°33'46" EAST A DISTANCE OF 191.77 FEET, THENCE NORTH 15°15'48" WEST A DISTANCE OF 155.15 FEET, THENCE NORTH 34°00'46" WEST A DISTANCE OF 636.31 FEET, THENCE SOUTH 85°20'40" WEST A DISTANCE OF 87.82 FEET, THENCE SOUTH 12°52'08" WEST A DISTANCE OF 314.39 FEET, THENCE NORTH 77°50'07" WEST A DISTANCE OF 101.47 FEET, THENCE NORTH 17°49'15" WEST A DISTANCE OF 156.79 FEET, THENCE NORTH 71°16'17" WEST A DISTANCE OF 309.76 FEET, THENCE SOUTH 78°29'33" WEST A DISTANCE OF 105.55 FEET, THENCE NORTH

58°58'10" WEST A DISTANCE OF 118.93 FEET, THENCE NORTH 00°58'16" EAST A DISTANCE OF 127.06 FEET, THENCE SOUTH 66°13'11" EAST A DISTANCE OF 277.60 FEET, THENCE NORTH 39°57'04" EAST A DISTANCE OF 104.92 FEET, THENCE SOUTH 67°50'42" EAST A DISTANCE OF 245.71 FEET, THENCE NORTH 37°03'07" WEST A DISTANCE OF 803.78 FEET, THENCE NORTH 00°44'11" WEST A DISTANCE OF 475.68 FEET, THENCE SOUTH 89°15'49" WEST ALONG THE NORTHERLY LINE OF THE LEHIGH RAILROAD RIGHT-OF-WAY A DISTANCE OF 3998.00 FEET, THENCE DEPARTING SAID RAILROAD RIGHT OF WAY NORTH 00°44'11" WEST A DISTANCE OF 208.86 FEET, THENCE NORTH 17°41'36" WEST A DISTANCE OF 3508.19 FEET, THENCE SOUTH 89°10'12" WEST A DISTANCE OF 833.01 FEET, THENCE NORTH 15°20'03" WEST A DISTANCE OF 1688.94 FEET, THENCE NORTH 13°36'24" WEST A DISTANCE OF 2525.96 FEET, THENCE NORTH 42°21'02" WEST A DISTANCE OF 1094.08 FEET, THENCE NORTH 20°26'43" WEST A DISTANCE OF 2138.13 FEET, THENCE NORTH 69°03'13" EAST A DISTANCE OF 664.65 FEET, THENCE NORTH 20°17'51" WEST A DISTANCE OF 142.01 FEET, THENCE SOUTH 69°03'13" WEST A DISTANCE OF 901.75 FEET, THENCE NORTH 11°45'24" WEST A DISTANCE OF 3.26 FEET, THENCE NORTH 01°54'07" EAST A DISTANCE OF 64.87 FEET, THENCE NORTH 12°43'33" WEST A DISTANCE OF 47.49 FEET, THENCE NORTH 12°11'06" WEST A DISTANCE OF 33.61 FEET, THENCE NORTH 22°25'20" WEST A DISTANCE OF 45.85 FEET, THENCE NORTH 25°31'12" WEST A DISTANCE OF 52.05 FEET, THENCE NORTH 78°14'10" EAST A DISTANCE OF 50.37 FEET, THENCE NORTH 13°55'38" WEST A DISTANCE OF 84.62 FEET, THENCE SOUTH 79°42'21" WEST A DISTANCE OF 36.14 FEET, THENCE NORTH 00°34'43" WEST A DISTANCE OF 43.70 FEET, THENCE SOUTH 89°25'17" WEST A DISTANCE OF 35.00 FEET, THENCE SOUTH 89°24'49" WEST A DISTANCE OF 191.43 FEET, THENCE NORTH 08°42'57" EAST A DISTANCE OF 238.76 FEET, THENCE NORTH 19°25'15" WEST A DISTANCE OF 1583.14 FEET, THENCE NORTH 24°33'06" WEST A DISTANCE OF 289.90 FEET, THENCE NORTH 32°26'09" WEST A DISTANCE OF 430.26 FEET, THENCE NORTH 16°26'05" WEST A DISTANCE OF 553.11 FEET, THENCE NORTH 24°10'56" WEST A DISTANCE OF 802.64 FEET, THENCE NORTH 35°30'33" WEST A DISTANCE OF 127.19 FEET, THENCE SOUTH 71°49'42" WEST A DISTANCE OF 35.00 FEET, THENCE NORTH 18°10'18" WEST A DISTANCE OF 155.00 FEET, THENCE SOUTH 71°49'42" WEST A DISTANCE OF 167.00 FEET, THENCE SOUTH 48°40'18" EAST A DISTANCE OF 155.00 FEET, THENCE SOUTH 71°49'42" WEST A DISTANCE OF 1252.18 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD (66'RAW) SAID POINT BEING ON A CURVE, CONCAVE SOUTHWESTERLY, THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES NORTHWESTERLY A DISTANCE OF 461.70 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 18°03'08", A RADIUS OF 1465.39 FEET, A CHORD BEARING OF NORTH 40°09'23" WEST AND A CHORD DISTANCE OF 459.79 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHEASTERLY, THENCE NORTHWESTERLY A DISTANCE OF 532.87 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 21°49'02", A RADIUS OF 1399.40 FEET, A CHORD BEARING OF NORTH 38°16'26" WEST AND A CHORD DISTANCE OF 529.65 FEET TO A POINT OF TANGENCY, THENCE NORTH 27°21'55" WEST A DISTANCE OF 756.86 FEET TO A POINT OF CURVATURE, CONCAVE SOUTHWESTERLY, THENCE NORTHWESTERLY A DISTANCE OF 615.83 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 22°29'44", A RADIUS OF 1568.52 FEET, A CHORD BEARING OF NORTH 38°36'47" WEST AND A CHORD DISTANCE OF 611.88 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE NORTH 89°11'03" EAST ALONG THE NORTH LINE OF GOVERNMENT SECTION 19 A DISTANCE OF 25.75 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, THENCE NORTHWESTERLY ALONG OLD KINGS ROAD A DISTANCE OF 76.39 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02°45'38", A RADIUS OF 1585.52 FEET, A CHORD BEARING OF NORTH 50°32'17" WEST AND A CHORD DISTANCE OF 76.39 FEET TO A POINT OF TANGENCY, THENCE NORTH 51°55'06" WEST A DISTANCE OF 420.35 FEET, THENCE DEPARTING OLD KINGS ROAD NORTH 38°04'53" EAST A DISTANCE OF 60.00 FEET, THENCE SOUTH 51°55'06" EAST A DISTANCE OF 30.00 FEET, THENCE NORTH 41°00'49" EAST ALONG THE SOUTHERLY BOUNDARY OF THE PLAT BERNARD MEADOWS SECTION 81, MAP BOOK 23, PAGES 23 THROUGH 40 A DISTANCE OF 165.15 FEET TO A POINT OF

CURVATURE, CONCAVE SOUTHERLY, THENCE NORTHEASTERLY A DISTANCE OF 1483.23 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 67°59'11", A RADIUS OF 1250.00 FEET, A CHORD BEARING OF NORTH 75°00'25" EAST AND A CHORD DISTANCE OF 1397.73 FEET TO A POINT OF TANGENCY, THENCE SOUTH 71°00'00" EAST A DISTANCE OF 900.00 FEET TO A POINT OF CURVATURE, CONCAVE NORTHERLY, THENCE EASTERLY A DISTANCE OF 1358.74 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 45°00'00", A RADIUS OF 1730.00 FEET, A CHORD BEARING OF NORTH 86°30'00" EAST AND A CHORD DISTANCE OF 1324.08 FEET TO A POINT OF TANGENCY, THENCE NORTH 64°00'00" EAST A DISTANCE OF 1701.10 FEET TO A POINT ON THE EAST LINE OF SECTION 42, THENCE SOUTH 25°44'16" EAST ALONG THE EAST LINE OF SECTION 42 A DISTANCE OF 2004.38 FEET, THENCE SOUTH 25°18'43" EAST ALONG THE EAST LINE OF SECTION 50 A DISTANCE OF 208.36 FEET, THENCE DEPARTING SECTION 50 NORTH 64°41'17" EAST A DISTANCE OF 800.00 FEET, THENCE NORTH 31°07'01" EAST A DISTANCE OF 1744.68 FEET, THENCE SOUTH 89°53'38" EAST A DISTANCE OF 2595.47 FEET, THENCE SOUTH 23°57'25" EAST A DISTANCE OF 94.80 FEET, THENCE SOUTH 08°51'56" WEST A DISTANCE OF 109.87 FEET, THENCE SOUTH 03°23'14" EAST A DISTANCE OF 208.02 FEET, THENCE SOUTH 42°13'34" EAST A DISTANCE OF 171.72 FEET, THENCE NORTH 87°40'06" EAST A DISTANCE OF 165.10 FEET, THENCE SOUTH 11°11'25" WEST A DISTANCE OF 105.42 FEET, THENCE SOUTH 62°15'40" WEST A DISTANCE OF 181.91 FEET, THENCE SOUTH 04°09'43" EAST A DISTANCE OF 303.07 FEET, THENCE SOUTH 39°18'17" EAST A DISTANCE OF 208.34 FEET, THENCE SOUTH 02°34'48" EAST A DISTANCE OF 361.11 FEET, THENCE SOUTH 36°40'38" EAST A DISTANCE OF 142.77 FEET, THENCE SOUTH 60°10'04" EAST A DISTANCE OF 256.86 FEET, THENCE SOUTH 31°32'40" EAST A DISTANCE OF 131.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COLBERT LANE EXTENSION (215'RAW), THENCE SOUTH 12°18'31" EAST A DISTANCE OF 172.40 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 02°09'53" EAST A DISTANCE OF 2.98 FEET, THENCE SOUTH 87°50'07" WEST A DISTANCE OF 12.10 FEET, THENCE SOUTH 04°21'31" WEST A DISTANCE OF 28.04 FEET, THENCE SOUTH 46°25'34" WEST A DISTANCE OF 120.95 FEET, THENCE SOUTH 03°36'47" WEST A DISTANCE OF 203.48 FEET, THENCE SOUTH 17°41'49" EAST A DISTANCE OF 316.38 FEET, THENCE SOUTH 35°09'38" EAST A DISTANCE OF 115.05 FEET, THENCE SOUTH 59°53'36" EAST A DISTANCE OF 170.46 FEET, THENCE SOUTH 25°07'13" EAST A DISTANCE OF 342.34 FEET, THENCE SOUTH 50°31'18" EAST A DISTANCE OF 141.21 FEET, THENCE SOUTH 20°13'12" EAST A DISTANCE OF 195.14 FEET, THENCE SOUTH 31°32'58" WEST A DISTANCE OF 441.60 FEET, THENCE SOUTH 15°13'26" WEST A DISTANCE OF 258.73 FEET, THENCE SOUTH 75°24'27" EAST A DISTANCE OF 35.24 FEET, THENCE SOUTH 12°01'18" WEST A DISTANCE OF 450.50 FEET, THENCE SOUTH 58°00'31" WEST A DISTANCE OF 264.79 FEET, THENCE SOUTH 12°26'08" WEST A DISTANCE OF 169.77 FEET, THENCE SOUTH 14°14'22" EAST A DISTANCE OF 341.84 FEET, THENCE SOUTH 16°18'06" WEST A DISTANCE OF 127.31 FEET, THENCE SOUTH 21°41'22" EAST A DISTANCE OF 328.77 FEET, THENCE SOUTH 50°13'05" EAST A DISTANCE OF 204.61 FEET, THENCE SOUTH 33°13'43" WEST A DISTANCE OF 104.34 FEET, THENCE SOUTH 31°50'57" EAST A DISTANCE OF 595.97 FEET, THENCE SOUTH 16°42'45" EAST A DISTANCE OF 4.14 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EXISTING EASEMENTS TO FLORIDA POWER AND LIGHT CO. RECORDED IN OFFICIAL RECORDS BOOK 145, PAGES 697 AND 698 AND BOOK 44, PAGES 512-518, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA:

PARCEL CONTAINING 3069.8239 ACRES MORE OR LESS.

TOGETHER WITH:

A PARCEL OF LAND LYING WITHIN GOVERNMENT SECTIONS 3, 39 AND 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF GOVERNMENT SECTION 3, TOWNSHIP 12 SOUTH, RANGE 31 EAST; THENCE NORTH 20°42'49" WEST ALONG THE WEST LINE OF SECTION 3 A DISTANCE OF 4478.80 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 58°52'20" WEST A DISTANCE OF 58.15 FEET; THENCE SOUTH 49°01'16" WEST A DISTANCE OF 347.81 FEET; THENCE SOUTH 11°33'59" EAST A DISTANCE OF 145.51 FEET; THENCE SOUTH 32°19'01" WEST A DISTANCE OF 185.55 FEET; THENCE SOUTH 26°09'35" EAST A DISTANCE OF 79.41 FEET; THENCE SOUTH 28°37'27" WEST A DISTANCE OF 194.88 FEET; THENCE SOUTH 12°48'41" EAST A DISTANCE OF 131.57 FEET; THENCE SOUTH 39°58'25" EAST A DISTANCE OF 279.70 FEET; THENCE SOUTH 11°49'24" EAST A DISTANCE OF 69.16 FEET TO A POINT BEING THE NORTHEAST CORNER OF A 261.00 ACRE PARCEL OF LAND TO BE SOLD TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; THENCE SOUTH 89°15'49" WEST ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 2114.30 FEET; THENCE NORTH 20°54'58" WEST A DISTANCE OF 2024.75 FEET TO A POINT ON THE SOUTH LINE OF THE LEHIGH RAILROAD RIGHT OF WAY LINE (60' RW); THENCE NORTH 89°15'49" EAST ALONG SAID RAILROAD RIGHT OF WAY A DISTANCE OF 3519.14 FEET; THENCE DEPARTING SAID RAILROAD RIGHT OF WAY SOUTH 00°44'11" EAST A DISTANCE OF 415.68 FEET; THENCE SOUTH 58°52'20" WEST A DISTANCE OF 548.52 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 115.00 ACRES MORE OR LESS.

TOGETHER WITH:

A PARCEL OF LAND LYING WITHIN GOVERNMENT SECTION 48, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF SAID GOVERNMENT SECTION 16, THENCE SOUTH 01°02'33" EAST ALONG THE EAST LINE OF SECTION 16 A DISTANCE OF 3420.10 FEET TO A POINT ON THE CENTERLINE RIGHT OF WAY OF WATERSIDE PARKWAY (80' RW) ACCORDING TO THE PLAT WATERSIDE COUNTRY CLUB PHASE I, RECORDED IN MAP BOOK 30, PAGES 64 THROUGH 72, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE SOUTH 62°36'35" WEST ALONG THE CENTERLINE OF SAID RIGHT OF WAY A DISTANCE OF 423.27 FEET TO A POINT ON THE CENTERLINE OF RIGHT OF WAY OF COLBERT LANE (120' RW), THENCE CONTINUE ALONG THE EXTENSION OF THE CENTERLINE OF WATERSIDE PARKWAY SOUTH 62°36'35" WEST A DISTANCE OF 349.86 FEET THENCE SOUTH 05°07'41" WEST A DISTANCE OF 329.41 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE SOUTH 05°07'41" WEST A DISTANCE OF 92.37 FEET, THENCE SOUTH 10°18'17" EAST A DISTANCE OF 32.52 FEET, THENCE SOUTH 89°53'38" EAST A DISTANCE OF 77.37 FEET, THENCE SOUTH 23°57'25" EAST A DISTANCE OF 3.10 FEET, THENCE SOUTH 87°09'26" WEST A DISTANCE OF 878.22 FEET, THENCE NORTH 87°41'32" WEST A DISTANCE OF 475.32 FEET, THENCE NORTH 88°55'57" WEST A DISTANCE OF 1191.06 FEET, THENCE SOUTH 33°09'09" WEST A DISTANCE OF 804.92 FEET, THENCE SOUTH 32°27'51" WEST A DISTANCE OF 959.89 FEET, THENCE SOUTH 64°41'17" WEST A DISTANCE OF 89.27 FEET, THENCE NORTH 16°28'04" EAST A DISTANCE OF 397.93 FEET, THENCE NORTH 31°07'01" EAST A DISTANCE OF 1485.39 FEET, THENCE SOUTH 89°53'38" EAST A DISTANCE OF 889.47 FEET, THENCE SOUTH 86°32'03" EAST A DISTANCE OF 892.61 FEET, THENCE NORTH 86°21'56" EAST A DISTANCE OF 843.68 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 14.40 ACRES MORE OR LESS.

TOGETHER WITH:

A PARCEL OF LAND LYING WITHIN GOVERNMENT SECTION 48 AND GOVERNMENT SECTION 16, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF SAID GOVERNMENT SECTION 16; THENCE SOUTH 01°02'33" EAST ALONG THE EAST LINE OF SECTION 16 A DISTANCE OF 3420.10 FEET TO A POINT ON THE CENTERLINE RIGHT OF WAY OF WATERSIDE PARKWAY (80'RAW) ACCORDING TO THE PLAT WATERSIDE COUNTRY CLUB PHASE I, RECORDED IN MAP BOOK 30, PAGES 64 THROUGH 72, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTH 62°36'35" WEST ALONG THE CENTERLINE OF SAID RIGHT OF WAY A DISTANCE OF 423.27 FEET TO A POINT ON THE CENTERLINE OF RIGHT OF WAY OF COLBERT LANE (120'RAW); THENCE CONTINUE ALONG THE EXTENSION OF THE CENTERLINE OF WATERSIDE PARKWAY SOUTH 62°36'35" WEST A DISTANCE OF 349.86 FEET; THENCE SOUTH 05°07'41" WEST A DISTANCE OF 329.41 FEET TO THE NORTHEASTERLY CORNER OF THE SOUTH PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 664, PAGE 1222, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID CORNER BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 86°51'56" WEST, ALONG THE NORTH LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 664, PAGE 1222, A DISTANCE OF 843.68 FEET; THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 86°32'03" WEST, A DISTANCE OF 892.60 FEET TO THE EASTERLY LINE OF THE ESTATES AT GRAND HAVEN AS RECORDED IN MAP BOOK 35, PAGE 48 OF SAID PUBLIC RECORDS; THENCE ALONG SAID EASTERLY LINE OF THE ESTATES AT GRAND HAVEN THE THIRTEEN CALLS; THENCE NORTH 00°06'00" WEST, A DISTANCE OF 327.26 FEET; THENCE NORTH 65°24'15" EAST, A DISTANCE OF 164.04 FEET; THENCE NORTH 27°59'03" WEST, A DISTANCE OF 293.45 FEET; THENCE NORTH 27°59'07" WEST, A DISTANCE OF 183.32 FEET; THENCE NORTH 27°26'21" EAST, A DISTANCE OF 455.18 FEET; THENCE NORTH 19°36'23" WEST, A DISTANCE OF 357.96 FEET; THENCE NORTH 22°46'29" WEST, A DISTANCE OF 350.93 FEET; THENCE NORTH 59°32'23" WEST, A DISTANCE OF 242.76 FEET; THENCE NORTH 18°37'46" WEST, A DISTANCE OF 297.68 FEET; THENCE NORTH 39°18'25" WEST, A DISTANCE OF 235.89 FEET; THENCE NORTH 58°35'11" WEST, A DISTANCE OF 264.69 FEET; THENCE NORTH 21°17'54" WEST, A DISTANCE OF 187.00 FEET; THENCE NORTH 45°56'26" WEST, A DISTANCE OF 330.28 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1921.50 FEET, SAID CURVE BEING 3.50 FEET SOUTHERLY AND PARALLEL WITH THE SOUTHERLY RIGHT OF WAY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 474, PAGE 823 (A 15.00 FOOT WIDE PARCEL FOR A BIKE PATH); THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°57'05", AN ARC DISTANCE OF 635.57 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 81°41'50" EAST, 632.67 FEET TO THE WESTERLY LINE OF PARCEL "L" AS DESCRIBED IN OFFICIAL RECORDS BOOK 691, PAGE 788, OF SAID PUBLIC RECORDS; THENCE SOUTH 01°40'48" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 42.67 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "L"; THENCE SOUTH 83°28'24" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL "L", A DISTANCE OF 63.35 FEET TO THE WESTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1283, PAGE 1109, OF SAID PUBLIC RECORDS; THENCE SOUTH 40°19'52" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 140.90 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 35°32'32" EAST, A DISTANCE OF 103.57 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 12°09'50" EAST, A DISTANCE OF 172.20 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 19°39'25" EAST, A DISTANCE OF 178.98 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 26°34'08" EAST, A DISTANCE OF 242.29 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 72°02'02" EAST, A DISTANCE OF 468.37 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 26°34'08" EAST, A DISTANCE OF 161.63 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 21°48'17" EAST, A DISTANCE OF 194.61 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 14°44'46" EAST, A DISTANCE OF 236.54 FEET; THENCE CONTINUING ALONG SAID WESTERLY

LINE, SOUTH 02°47'35" EAST, A DISTANCE OF 494.20 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 36°01'55" EAST, A DISTANCE OF 163.76 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 53°00'05" EAST, A DISTANCE OF 120.44 FEET TO THE SOUTHERLY LINE OF SAID LANDS; THENCE NORTH 68°12'07" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 64.84 FEET TO THE EASTERLY LINE OF SAID LANDS; THENCE NORTH 00°00'00" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 386.26 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 10°13'26" WEST, A DISTANCE OF 746.24 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 38°59'45" WEST, A DISTANCE OF 325.31 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 58°40'32" WEST, A DISTANCE OF 324.21 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 23°57'58" WEST, A DISTANCE OF 118.58 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 21°33'02" EAST, A DISTANCE OF 313.10 FEET TO THE SOUTHERLY LINE OF PARCEL "N" AS DESCRIBED IN OFFICIAL RECORDS BOOK 591, PAGE 788 OF SAID PUBLIC RECORDS; THENCE SOUTH 82°38'43" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 49.75 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "N"; THENCE NORTH 03°58'32" EAST, A DISTANCE OF 115.90 FEET TO A POINT ON THE SOUTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 591, PAGE 762 OF SAID PUBLIC RECORDS, SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1465.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°02'56", AN ARC DISTANCE OF 308.10 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°15'54" EAST, 307.62 FEET TO A POINT ON THE WEST LINE OF PARCEL "O" AS DESCRIBED IN OFFICIAL RECORDS BOOK 591, PAGE 788 OF SAID PUBLIC RECORDS; THENCE SOUTH 25°25'33" WEST, ALONG SAID WEST LINE, A DISTANCE OF 115.34 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL "O"; THENCE SOUTH 68°47'28" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL "O", A DISTANCE OF 67.43 FEET TO THE SOUTHEASTERLY CORNER SAID PARCEL "O"; THENCE NORTH 24°25'47" EAST, A DISTANCE OF 109.67 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 591, PAGE 762 OF SAID PUBLIC RECORDS, SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1465.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°00'45", AN ARC DISTANCE OF 307.25 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°40'46" EAST, 306.69 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL "P" AS DESCRIBED IN OFFICIAL RECORDS BOOK 591, PAGE 788 OF SAID PUBLIC RECORDS; THENCE SOUTH 40°10'10" WEST, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 112.25 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL "P"; THENCE SOUTH 52°07'06" EAST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 69.75 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL "P"; THENCE NORTH 37°59'55" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL "P", A DISTANCE OF 109.04 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 591, PAGE 762 OF SAID PUBLIC RECORDS, SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1465.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°30'46", AN ARC DISTANCE OF 141.00 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°21'12" EAST, 140.95 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 42°35'52" EAST, CONTINUING ALONG SAID SOUTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 591, PAGE 762 OF SAID PUBLIC RECORDS, A DISTANCE OF 167.71 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL "Q" AS DESCRIBED IN SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 591, PAGE 788 OF SAID PUBLIC RECORDS; THENCE SOUTH 49°41'14" WEST, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 38.40 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL "Q"; THENCE SOUTH 37°08'15" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL "Q", A DISTANCE OF 57.94 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL "Q"; THENCE NORTH 50°46'51" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL "Q", A DISTANCE OF 43.95 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LANDS

AS DESCRIBED IN OFFICIAL RECORDS BOOK 591, PAGE 762 OF SAID PUBLIC RECORDS; THENCE SOUTH 42°35'50" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 27.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE [CONCAVE] SOUTHWESTERLY AND HAVING A RADIUS OF 1465.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°12'25", AN ARC DISTANCE OF 56.45 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 41°29'38" EAST, 56.44 FEET TO A POINT ON THE WESTERLY LINE OF THE NORTH PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 64, PAGE 1222 OF SAID PUBLIC RECORDS; THENCE SOUTH 19°36'48" EAST, ALONG SAID WESTERLY LINE OF SAID NORTH PARCEL, A DISTANCE OF 573.46 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 40°52'52" EAST, A DISTANCE OF 1119.30 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 03°38'24" WEST, A DISTANCE OF 406.07 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 05°07'59" WEST, A DISTANCE OF 253.52 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 102.01 ACRES MORE OR LESS.

TOGETHER WITH:

A PORTION OF PARCEL B OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 731, PAGES 1653-1655 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID PORTION LYING IN GOVERNMENT SECTION 3 AND GOVERNMENT SECTION 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF GOVERNMENT SECTION 4, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA; THENCE SOUTH 01°25'55" EAST, A DISTANCE OF 130.74 FEET TO THE NORTH LINE OF PARCEL B OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 731, PAGES 1653-1655 OF SAID PUBLIC RECORDS; THENCE NORTH 89°15'49" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 3974.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 89°15'46" EAST, A DISTANCE OF 3519.14 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 00°44'11" EAST, ALONG THE EAST LINE OF SAID LANDS, 60.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE SOUTH 89°15'49" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 3519.14 FEET; THENCE NORTH 00°44'11" WEST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 4.81 ACRES MORE OR LESS.

TOGETHER WITH:

A PARCEL OF LAND SITUATED IN A PORTION OF SECTION 3, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF THE AFORESAID SECTION 3 RUN SOUTH 89°05'18" WEST A DISTANCE OF 78.42 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 7519.00 FEET, SAID POINT BEING ON THE EAST LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197-1221 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTHEASTERLY ALONG SAID EAST LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°39'06" AND ARC DISTANCE OF 347.07 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 07°33'35" EAST, 347.94 FEET TO A POINT ON A NON-TANGENT LINE; THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 83°46'14" WEST, A DISTANCE OF 8.55 FEET; THENCE CONTINUING ALONG SAID EAST

LINE, SOUTH 83°27'24" WEST, A DISTANCE OF 211.82 FEET; THENCE SOUTH 44°29'22" WEST, A DISTANCE OF 887.79 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 44°29'22" WEST, A DISTANCE OF 102.94 FEET; THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 29°15'12" WEST, A DISTANCE OF 149.65 FEET TO THE INTERSECTION OF SAID EAST LINE AND SOUTH LINE OF A FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 145, PAGES 697-698 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID EAST LINE, NORTH 73°37'09" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 71.52 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 04°03'25" WEST, A DISTANCE OF 241.02 FEET; THENCE NORTH 88°53'34" EAST, A DISTANCE OF 164.68 FEET; THENCE SOUTH 47°57'19" EAST, A DISTANCE OF 89.25 FEET TO THE POINT OF BEGINNING.

SAID CONTAINING 0.89 ACRES MORE OR LESS,

TOGETHER WITH:

A PORTION OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 31 EAST, AND SECTION 3, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF THE AFORESAID SECTION [SECTION] 34 RUN SOUTH 89°05'18" WEST A DISTANCE OF 78.42 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 7519.00 FEET, SAID POINT BEING ON THE EAST LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197-1221 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND THE POINT OF BEGINNING;

THENCE SOUTHEASTERLY ALONG SAID EAST LINE AND THE ARC OF SAID THROUGH A CENTRAL ANGLE OF 02°39'07" AND ARC DISTANCE OF 347.97 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 07°33'35" EAST, 347.94 FEET TO A POINT ON A NON-TANGENT LINE; THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 83°46'14" WEST, A DISTANCE OF 8.55 FEET; THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 83°27'24" WEST, A DISTANCE OF 20.24 FEET; THENCE DEPARTING NORTH 38°08'10" WEST, A DISTANCE 190.40 FEET; THENCE NORTH 20°08'23" WEST, A DISTANCE OF 135.87 FEET; THENCE NORTH 16°00'34" WEST, A DISTANCE OF 225.82 FEET; THENCE NORTH 41°35'34" EAST, A DISTANCE OF 196.43 FEET; THENCE SOUTH 77°06'51" EAST, A DISTANCE OF 117.32 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 7519.00 FEET, SAID POINT BEING ON THE EAST LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197-1221 OF SAID PUBLIC RECORDS; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°25'07" AN ARC DISTANCE OF 317.39 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 10°05'42" EAST, 317.37 FEET TO THE POINT OF BEGINNING.

SAID CONTAINING 2.17 ACRES MORE OR LESS.

EXCEPT THE FOLLOWING PARCELS:

- (1) THE 0.23 ACRE WELL SITE PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 253, PAGE 90 OF THE PUBLIC RECORDS, LOCATED IN GOVERNMENT SECTION 19 AND 30, 264 FEET, MORE OR LESS, FROM THE SOUTHEAST CORNER OF SAID SECTION 19, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA. (MAP REFERENCE E-4)
- (2) A PARCEL OF LAND LYING IN GOVERNMENT SECTION 21, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING A PERMANENT REFERENCE MONUMENT AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF CITATION PARKWAY WITH THE WESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS PARKWAY ALL AS SHOWN ON THE SUBDIVISION PLAT OF MICANOPY PARK SECTION 61, PALM COAST, AND RECORDED IN MAP BOOK 20, PAGE 55 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE NORTH 18°41'37" EAST 200.00 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS PARKWAY; THENCE NORTH 71°18'23" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 71°18'23" WEST 600.00 FEET; THENCE NORTH 18°41'37" EAST 300.00 FEET; THENCE SOUTH 71°18'23" EAST 600.00 FEET; THENCE SOUTH 18°41'37" WEST A 300.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 4.13 ACRES, MORE OR LESS. (MAP REFERENCE E 2)

- (3) A PARCEL OF LAND LYING WITHIN SECTIONS 12 AND 13, TOWNSHIP 12 SOUTH, RANGE 30 EAST, AND SECTIONS 7, 8, 17, 18, 19, 20 AND 21, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 17, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS A POINT OF REFERENCE; THENCE NORTH 45°42'00" WEST FOR A DISTANCE OF 38.90 FEET TO A POINT ON THE NORTH LINE OF IROQUOIS WATERWAY; THENCE CONTINUE NORTH 45°42'00" WEST FOR A DISTANCE OF 899.33 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY 166.91 FEET ALONG THE ARC OF A CURVE TO THE LEFT (CONCAVE SOUTHEASTERLY) HAVING A CENTRAL ANGLE OF 16°54'30", A RADIUS OF 565.60 FEET, A CHORD BEARING OF SOUTH 29°19'26" WEST AND A CHORD DISTANCE OF 166.31 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-RADIAL LINE RUN NORTH 50°20'54" WEST FOR A DISTANCE OF 1,219.08 FEET; THENCE NORTH 00°27'05" WEST FOR A DISTANCE OF 793.98 FEET; THENCE NORTH 31°44'29" EAST FOR A DISTANCE OF 624.90 FEET; THENCE NORTH 00°14'34" WEST FOR A DISTANCE OF 2,640.34 FEET; THENCE NORTH 02°19'33" WEST FOR A DISTANCE OF 2,391.47 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100; THENCE RUN WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 100 FOR A DISTANCE OF 4,475 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1251, PAGES 1924 THROUGH 1927; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100 RUN SOUTH 01°06'56" EAST ALONG SAID EASTERLY BOUNDARY LINE FOR A DISTANCE OF 243.59 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF OLD MOODY BOULEVARD (50' RAW); THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY OF OLD MOODY BOULEVARD FOR A DISTANCE OF 371 FEET, MORE OR LESS, TO THE WEST BOUNDARY LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1251, PAGES 1924 THROUGH 1927; THENCE NORTHERLY ALONG SAID WEST BOUNDARY FOR A DISTANCE OF 462 FEET, MORE OR LESS, TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 100 FOR A DISTANCE OF 3,194 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY BOUNDARY LINE OF LANDS OWNED BY FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 33, PAGES 549 THROUGH 551; THENCE DEPARTING STATE ROAD 100 RUN SOUTH 01°13'44" EAST ALONG THE WESTERLY BOUNDARY LINE OF THE FLAGLER COUNTY AIRPORT FOR A DISTANCE OF 1,629.75 FEET; THENCE SOUTH 88°46'46" WEST FOR A DISTANCE OF 555.09 FEET TO THE NORTHEAST CORNER OF THE COUNCIL FOR THE AGED PARCEL; THENCE NORTH 78°46'38" WEST ALONG THE NORTH LINE OF SAID PARCEL FOR A DISTANCE OF 585.48 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BELLE TERRE BOULEVARD; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 7.644 FEET MORE OR LESS, TO A POINT BEING THE SOUTHWEST CORNER OF RESERVED PARCEL "E 2" OF THE PLAT LAGUNA FOREST SECTION 64, MAP BOOK 18, PAGES 36 THROUGH 43; THENCE EASTERLY ALONG THE

SOUTH LINE OF RESERVED PARCELS C-5, D-1 AND E-2 FOR A DISTANCE OF 6,625 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF RESERVED PARCEL C-5; THENCE NORTH 88°59'26" EAST ALONG THE SOUTH LINE OF RESERVED PARCEL C-4 FOR A DISTANCE OF 154.26 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID PLAT LAGUNA FOREST SECTION 64; THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY LINE OF SAID LAGUNA FOREST FOR A DISTANCE OF 1,534 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE 738 ACRE PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 1047, PAGES 871 THROUGH 874; THENCE EASTERLY ALONG SAID NORTHERLY LINE OF SAID 738 ACRE PARCEL THE FOLLOWING FIVE COURSES: (1) THENCE NORTH 89°44'12" EAST FOR A DISTANCE OF 1,098.74 FEET; (2) THENCE SOUTH 02°32'58" EAST FOR A DISTANCE OF 503.81 FEET; (3) THENCE SOUTH 74°35'44" EAST FOR A DISTANCE OF 3,054.69 FEET; (4) THENCE NORTH 28°40'19" EAST FOR A DISTANCE OF 1,572.67 FEET; (5) THENCE NORTH 89°01'53" EAST FOR A DISTANCE OF 512 FEET, MORE OR LESS; THENCE NORTH 11°26'22" EAST FOR A DISTANCE OF 1,289.94 FEET TO A POINT ON THE SOUTHERLY LINE OF IROQUOIS WATERWAY RECORDED IN OFFICIAL RECORDS BOOK 549, PAGES 966 THROUGH 990; THENCE SOUTH 89°00'45" WEST ALONG SAID SOUTH LINE OF WATERWAY FOR A DISTANCE OF 1,081.78 FEET TO A POINT ON THE EAST LINE OF GOVERNMENT SECTION 17, TOWNSHIP 12 SOUTH, RANGE 31 EAST; THENCE NORTH 01°13'11" WEST FOR A DISTANCE OF 147.36 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 1,864 ACRES, MORE OR LESS. (MAP REFERENCE E-3)

- (4) (FROM O.R. BOOK 582, PAGES 1562-1581) LEGAL DESCRIPTION - PARCEL E1:
(FROM O.R. BOOK 582, PAGE 1565)

A PORTION OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 31 EAST AND SECTION 3, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF THE AFORESAID SECTION 34 RUN S89°05'18"W A DISTANCE OF 78.42 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT BEING ON THE EAST LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 546 AT PAGES 1197-1221 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG THE AFORESAID CURVED EAST LINE OF OFFICIAL RECORDS BOOK 546, BEING A CURVE TO THE RIGHT HAVING A RADIUS 7519.00 FEET, AN ARC DISTANCE OF 348.02 FEET, A CENTRAL ANGLE OF 02°39'07" AND A CHORD BEARING S07°33'35"E, 347.99 FEET TO A POINT ON A NON-TANGENT LINE; THENCE CONTINUE ALONG THE AFORESAID EAST LINE OF OFFICIAL RECORDS BOOK 546 AND RUN S83°46'14"W A DISTANCE OF 8.55 FEET; THENCE CONTINUE ALONG THE AFORESAID EAST LINE OFFICIAL RECORDS BOOK 546 AND RUN S83°27'24"W A DISTANCE OF 20.24 FEET; THENCE DEPARTING THE AFORESAID EAST LINE OF OFFICIAL RECORDS BOOK 546 RUN N38°08'10"W A DISTANCE OF 190.40 FEET; THENCE N20°08'23"W A DISTANCE OF 135.87 FEET; THENCE N16°00'34"W A DISTANCE OF 225.82 FEET; THENCE N11°35'34"E A DISTANCE OF 196.43 FEET; THENCE S77°06'51"E A DISTANCE OF 117.32 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT BEING ON THE AFORESAID EAST LINE OF OFFICIAL RECORDS BOOK 546; THENCE SOUTHEASTERLY ALONG THE AFORESAID CURVED EAST LINE OF OFFICIAL RECORDS BOOK 546, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 7519.00 FEET, AN ARC DISTANCE OF 317.39 FEET, A CENTRAL ANGLE OF 02°25'07" AND A CHORD BEARING S10°05'42"E, 317.37 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2.17 ACRES OR 94417 SQUARE FEET.

- (5) LEGAL DESCRIPTION - PARCEL E2: (FROM O.R. BOOK 582, PAGE 1567)

A PARCEL OF LAND SITUATED IN A PORTION OF SECTION 3, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF THE AFORESAID SECTION 3 RUN S89°05'18"W ALONG THE NORTH LINE OF THE AFORESAID SECTION 3 A DISTANCE OF 78.42 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT BEING ON THE EAST LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 546 AT PAGES 1197-1221 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTHEASTERLY ALONG THE AFORESAID CURVED EAST LINE OF OFFICIAL RECORDS BOOK 546, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 7519.00 FEET, AN ARC DISTANCE OF 347.97 FEET, A CENTRAL ANGLE OF 02°30'06" AND A CHORD BEARING S07°33'35"E, 347.94 FEET TO A POINT ON A NON-TANGENT LINE; THENCE CONTINUE ALONG THE AFORESAID EAST LINE OF OFFICIAL RECORDS BOOK 546 FOR THE NEXT THREE COURSES AND RUN S83°46'14"W A DISTANCE OF 8.55 FEET; THENCE S83°27'24"W A DISTANCE OF 211.82 FEET; THENCE S44°29'22"W A DISTANCE OF 887.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFORESAID EAST LINE OF OFFICIAL RECORDS BOOK 546, AND RUN S44°29'22"W A DISTANCE OF 102.94 FEET, THENCE S29°15'42"W A DISTANCE OF 149.65 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF A FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 145 AT PAGES 697-698; THENCE DEPARTING THE AFORESAID EAST LINE OF OFFICIAL RECORDS BOOK 546 RUN N73°37'00"W ALONG THE AFORESAID SOUTH LINE OF THE FLORIDA POWER AND LIGHT EASEMENT A DISTANCE OF 71.52 FEET; THENCE DEPARTING THE AFORESAID SOUTH LINE OF THE FLORIDA POWER AND LIGHT EASEMENT RUN N04°03'25"W A DISTANCE OF 241.02 FEET; THENCE N88°53'34"E A DISTANCE OF 164.68 FEET; THENCE S47°57'19"E A DISTANCE OF 89.25 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.89 ACRES OR 38743 SQUARE FEET.

(6) LEGAL DESCRIPTION - PARCEL E3 (FROM O.R. BOOK 582, PAGE 1569)

A PORTION OF SECTION 48, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE INTERSECTION OF THE EAST LINE OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 31 EAST AND THE EAST LINE OF SECTION 48, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, THENCE S88°58'09"W A DISTANCE OF 350.91 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE S11°11'25"W ALONG SAID EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, A DISTANCE OF 106.42 FEET; THENCE S62°15'40"W A DISTANCE OF 61.60 FEET; THENCE DEPARTING SAID EASTERLY LINE OF LANDS DESCRIBED OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, N10°09'29"W A DISTANCE OF 130.14 FEET; THENCE N87°40'06"E A DISTANCE OF 98.01 FEET TO THE AFOREMENTIONED POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 0.203 ACRES OR 8,844 SQUARE FEET, MORE OR LESS.

(7) LEGAL DESCRIPTION - PARCEL E4 (FROM O.R. BOOK 582, PAGE 1571)

A PORTION OF SECTION 48, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE INTERSECTION OF THE EAST LINE OF SECTION 48, SECTION 11 SOUTH, RANGE 31 EAST AND THE NORTH LINE OF SECTION 22, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, THENCE S77°59'17"W A DISTANCE OF 624.14 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, PUBLIC

RECORDS OF FLAGLER COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE S02°34'49"E ALONG SAID EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 AND 1221, A DISTANCE OF 361.11 FEET; THENCE DEPARTING SAID EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, N02°42'32"W A DISTANCE OF 362.21 FEET; THENCE S39°18'17"E, A DISTANCE OF 1.36 FEET TO THE AFOREMENTIONED POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.003 ACRES OR 147 SQUARE FEET, MORE OR LESS.

(8) LEGAL DESCRIPTION – PARCEL E5 (FROM O.R. BOOK 582, PAGE 1573)

A PORTION OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, THENCE N88°53'11"E ALONG THE NORTH LINE OF SAID SECTION 27 A DISTANCE OF 429.08 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN ALONG SAID EASTERLY LINE THE FOLLOWING EIGHT COURSES AND DISTANCES; THENCE S16°42'45"E A DISTANCE OF 269.25 FEET; THENCE S52°45'41"W A DISTANCE OF 121.63 FEET; THENCE S60°38'42"E A DISTANCE OF 233.55 FEET; THENCE N57°33'16"E A DISTANCE OF 458.03 FEET; THENCE N87°43'12"E A DISTANCE OF 210.59 FEET; THENCE S19°42'53"W A DISTANCE OF 40.68 FEET; THENCE S75°30'00"E A DISTANCE OF 44.12 FEET; THENCE; THENCE S10°05'32"W A DISTANCE OF 703.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S40°05'32"W ALONG SAID EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, A DISTANCE OF 223.79 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1575.00 FEET, AN ARC DISTANCE OF 290.67 FEET, A CENTRAL ANGLE OF 10°34'26" AND A CHORD BEARING S04°48'20"W, 290.26 FEET TO A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE AND SAID EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, S81°13'16"W ALONG SAID NON-TANGENT LINE A DISTANCE OF 65.18 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 76.60 FEET, AN ARC DISTANCE OF 120.44 FEET, A CENTRAL ANGLE OF 90°05'16" AND A CHORD BEARING N53°44'08"W, 108.41 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2703.20 FEET, AN ARC DISTANCE OF 378.07, A CENTRAL ANGLE OF 08°00'48" AND A CHORD BEARING N04°41'06"W, 377.76 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 76.20 FEET, AN ARC DISTANCE OF 119.80 FEET, A CENTRAL ANGLE OF 90°04'43" AND A CHORD BEARING N44°21'39" E, 107.84 FEET TO A POINT OF TANGENCY; THENCE DEPARTING SAID CURVE N89°24'01"E ALONG SAID TANGENT LINE A DISTANCE OF 170.82 FEET TO THE AFOREMENTIONED POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2.243 ACRES OR 97,702 SQUARE FEET, MORE OR LESS.

(9) LEGAL DESCRIPTION – PARCEL E6 (FROM O.R. BOOK 582, PAGE 1575)

A PORTION OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, THENCE S88°10'29"W ALONG THE SOUTH LINE OF SECTION 27 A DISTANCE OF 1705.51 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE

DEPARTING SAID SOUTH LINE N18°24'09"W ALONG SAID EASTERLY LINE A DISTANCE OF 830.62 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY LINE S71°35'11"W, A DISTANCE OF 185.04 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 75.60 FEET, AN ARC DISTANCE OF 118.75 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING N63°24'49"W, 106.91 FEET TO A POINT OF TANGENCY; THENCE DEPARTING SAID CURVE ALONG SAID TANGENT LINE N18°15'15"W, A DISTANCE OF 144.48 FEET TO A NON-TANGENT CURVE; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1911.20 FEET, AN ARC DISTANCE OF 135.24, A CENTRAL ANGLE OF 04°03'16", A CHORD BEARING N20°40'09"W, 135.21 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 76.20 FEET, AN ARC DISTANCE OF 119.56 FEET, A CENTRAL ANGLE OF 89°53'47", A CHORD BEARING N22°15'07"E, 107.67 FEET TO A POINT OF TANGENCY; THENCE DEPARTING SAID CURVE N67°12'00"E ALONG SAID TANGENT LINE A DISTANCE OF 170.47 FEET TO A NON-TANGENT CURVE AND THE AFOREMENTIONED EASTERLY LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE AND SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2425.00 FEET, AN ARC DISTANCE OF 352.17 FEET, A CENTRAL ANGLE OF 08°19'15", A CHORD BEARING S22°33'45"E, 351.86 FEET TO A POINT OF TANGENCY; THENCE DEPARTING SAID CURVE ALONG SAID TANGENT LINE, S18°24'09"E A DISTANCE OF 98.95 FEET TO THE AFOREMENTIONED POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2.536 ACRES OR 110,474 SQUARE FEET, MORE OR LESS.

(10) LEGAL DESCRIPTION - PARCEL E7 (FROM O.R. BOOK 582, PAGE 1577)

A PORTION OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, THENCE S88°10'29"W ALONG THE NORTH LINE OF SECTION 34, A DISTANCE OF 1707.51 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, S18°24'09"E ALONG SAID EASTERLY LINE A DISTANCE OF 822.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S18°24'09"E ALONG SAID EASTERLY LINE A DISTANCE OF 391.20 FEET; THENCE DEPARTING SAID EASTERLY LINE S71°35'51"W, A DISTANCE OF 159.47 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 76.20 FEET, AN ARC DISTANCE OF 119.69 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING N63°24'09"W, 107.76 FEET TO A POINT OF TANGENCY; THENCE N18°24'09"W ALONG SAID TANGENT LINE A DISTANCE OF 238.80 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 76.20 FEET, AN ARC DISTANCE OF 119.69 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING N26°35'51"E, 107.76 FEET TO A POINT OF TANGENCY; THENCE N71°35'51"E ALONG SAID TANGENT LINE A DISTANCE OF 159.47 FEET TO THE AFOREMENTIONED POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2.059 ACRES OR 89,700 SQUARE FEET, MORE OR LESS.

(11) LEGAL DESCRIPTION - PARCEL E8 (FROM O.R. BOOK 582, PAGE 1579)

A PORTION OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, THENCE S88°10'29"W ALONG THE NORTH LINE OF SAID SECTION 34, A DISTANCE OF 1707.51

FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, S18°24'09"E ALONG SAID EASTERLY LINE A DISTANCE OF 2807.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S18°24'09"E ALONG SAID EASTERLY LINE A DISTANCE OF 391.20 FEET; THENCE DEPARTING SAID EASTERLY LINE S71°35'51"W, A DISTANCE OF 174.07 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 76.60 FEET, AN ARC DISTANCE OF 120.32 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING N63°24'09"W, 108.33 FEET TO A POINT OF TANGENCY; THENCE N18°24'09"W ALONG SAID TANGENT LINE A DISTANCE OF 268.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 76.60 FEET, AN ARC DISTANCE OF 120.32 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING N26°35'51"E, 108.33 FEET TO A POINT OF TANGENCY; THENCE N71°35'51"E ALONG SAID TANGENT LINE A DISTANCE OF 174.07 FEET TO THE AFOREMENTIONED POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2.366 ACRES OR 103,062 SQUARE FEET, MORE OR LESS.

(12) LEGAL DESCRIPTION - PARCEL E9 (FROM O.R. BOOK 582, PAGE 1581)

A PORTION OF SECTION 48, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE INTERSECTION OF THE NORTH LINE OF SECTION 50, AND THE WEST LINE OF SECTION 48, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE NORTHERLY BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE S25°18'43"E ALONG SAID WEST LINE OF SECTION 48 AND THE NORTHERLY BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, A DISTANCE OF 208.36 FEET; THENCE DEPARTING SAID WEST LINE OF SECTION 48, CONTINUING ALONG SAID NORTHERLY BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, N64°41'17"E, A DISTANCE OF 800.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHERLY BOUNDARY LINE, N31°07'01"E A DISTANCE OF 1744.68 FEET; THENCE S89°53'38"E, A DISTANCE OF 2595.47 FEET TO THE EASTERLY BOUNDARY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221; THENCE DEPARTING SAID NORTHERLY BOUNDARY LINE S23°57'25"E ALONG SAID EASTERLY BOUNDARY LINE A DISTANCE OF 3.10 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE S87°09'26"W, A DISTANCE OF 878.22 FEET; THENCE N87°41'32"W, A DISTANCE OF 475.32 FEET; THENCE N88°55'57"W, A DISTANCE OF 1191.06 FEET; THENCE S33°09'09"W, A DISTANCE OF 804.92 FEET; THENCE S32°27'51"W, A DISTANCE OF 959.89 FEET TO THE AFOREMENTIONED POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2.400 ACRES OR 104,539 SQUARE FEET, MORE OR LESS.

ALSO, LESS AND EXCEPT ANY PORTION LYING WITHIN A 215 FOOT RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 591, PAGES 773-775 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND ANY PORTION LYING WITHIN A 135 FOOT RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 455, PAGES 876-882 AND OFFICIAL RECORDS BOOK 474, PAGES 820-823 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

(13) 2.00 +/- AC BUNNELL DEV CO SUBD E1/2 OF S1/2 OF TRACT 9 BLK A OR 185/673 OR 105/41 OR 207/47 DC OR 459/1412 DC OR 459/1413 SA OR 1127/147 OR 1127/149 BAIATA TRUST RP TAG #211402 OR 1720 PG 574 BOUNDARY LINE AGREEMENT; AND

.23 AC BUNNELL DEV CO SUB TR A PT S 1/2 TR 10 DESC AS SLY 100 OF W 100' (IN SW CRNR) OR 27 PAGE 176 OR 436 PG 1336 LIFE ESTATE OR 965 PG 1985 ACM OR 971 PG 130 DC OR 1181 PG 452 DC OR 1207/1748 AND 100' x 50' RIGHT OF WAY ADJACENT TO PARCEL SAID CONTAINING 2.34 ACRES MORE OR LESS

PARCEL CONTAINING 62,229 ACRES OF LAND, MORE OR LESS.

LESS AND EXCEPT:

A PARCEL OF LAND LYING IN TRACT "D" AND LOT 3. AIRPORT COMMERCE CENTER, MAP BOOK 36. PAGES 88 THROUGH 91, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FROM A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF LOT 2. OF SAID AIRPORT COMMERCE CENTER, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF SEMINOLE WOODS PARKWAY (A 124' RIGHT OF WAY); THENCE S68-26'55"W ALONG THE NORTHERLY LINE OF SAID LOT 2 FOR A DISTANCE OF 203.27 FEET; THENCE S35-14'55"W ALONG SAID NORTHERLY LINE OF LOT 2 AND LOT 3 FOR A DISTANCE OF 730.67 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 3 AND THE SOUTHERLY LINE OF TRACT "D", OF SAID AIRPORT COMMERCE CENTER, ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S15-43'34"W FOR A DISTANCE OF 180.85 FEET; THENCE N74-16'26"W FOR A DISTANCE OF 603.27 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT "D"; THENCE N00-14'34"W ALONG SAID WESTERLY LINE OF TRACT "D" FOR A DISTANCE OF 832.11 FEET TO A POINT ON THE EASTERLY LINE OF A 40 FOOT EASEMENT (FLAGLER BEACH), PER OFFICIAL RECORDS BOOK 10, PAGE 432; THENCE S74-16'26"E DEPARTING SAID EASEMENT AND TRACT "D" LINE FOR A DISTANCE OF 832.20 FEET; THENCE S15-43'34"E FOR A DISTANCE OF 619.15 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL CONTAINING 13.18 ACRES, MORE OR LESS.

ADD:

A PARCEL OF LAND LOCATED SOUTH OF STATE ROAD 100 WITHIN GOVERNMENT SECTION 8, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA. ALSO BEING ALL OF LOT 4, BLOCK D. AND PART OF LOT 6, BLOCK D. MAP OF BUNNELL DEVELOPMENT COMPANY SUBDIVISION PER MAP BOOK 1. PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF SAID STATE ROAD 100 (A VARIABLE WIDTH RIGHT OF WAY) WITH THE WESTERLY RIGHT OF WAY LINE OF SEMINOLE WOODS PARKWAY (A 124 FOOT WIDE RIGHT OF WAY) FOR A POINT OF REFERENCE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF STATE ROAD 100. S89-09'05"W FOR A DISTANCE OF 65.58 FEET TO THE NORTHEAST CORNER OF SAID LOT 4 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH LINE OF SAID LOT 4. S89-09'05"W FOR A DISTANCE OF 200.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE AND SAID NORTH LOT LINE ALONG THE WEST LINE OF SAID LOT 4 AND A PORTION OF SAID LOT 6. S02-21'21"E FOR A DISTANCE OF 665.16 FEET; THENCE DEPARTING SAID WEST LINE N87-40'27"E FOR A DISTANCE OF 199.58 FEET TO THE EAST LINE OF SAID LOT 6; THENCE ALONG THE EAST LINE OF SAID LOTS 6 AND 4, N02-19'33"W FOR A DISTANCE OF 660.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

SAID PARCEL CONTAINS 3.0384 ACRES, MORE OR LESS

TOGETHER WITH

A parcel of land bounded on the north by the center of Pellicer Creek, bounded on the west by U.S. Highway No. 1 (225' R.O.W.) and bounded on the east by Interstate 95 (300' R.O.W.) and located within Government Sections 9, 10, 15, 16 and 47, Township 10 South, Range 30 East, Flagler County, Florida, being more particularly described as follows:

From a POINT OF REFERENCE being the southwest corner of Government Section 10, Township 10 South, Range 30 East, thence North 89°12'48" East along the south line of Section 10 a distance of 1076.18 feet to a point on the westerly right-of-way line of Interstate 95 and the POINT OF BEGINNING of this description, thence departing said section line South 25°15'02" East a distance of 1197.68 feet; thence departing Interstate 95 North 71°59'33" West a distance of 1131.92 feet; thence North 84°40'51" West a distance of 1590.29 feet; thence North 73°28'14" West a distance of 1344.18 feet; thence North 83°05'51" West a distance of 1080.93 feet to a point on the easterly right-of-way line of U.S. Highway No. 1; thence North 08°29'52" West a distance of 35.28 feet; thence North 89°54'13" East a distance of 25.27 feet; thence North 08°29'49" West a distance of 1815.26 feet to a point on a curve, concave easterly; thence northerly a distance of 501.71 feet along the arc of said curve to the right having a central angle of 05°07'44", a radius of 5604.65 feet, a chord bearing of North 05°55'55" West and a chord distance of 501.55 feet to a point of tangency; thence North 03°22'03" West along the easterly right-of-way line of U.S. Highway No. 1 a distance of 1499.65 feet more or less to a point on the Mean High Water Line of Pellicer Creek; thence along the Mean High Water Line the following courses; North 80°41'19" East a distance of 74.32 feet; North 82°38'25" East 120.17 feet; South 39°07'10" East a distance of 33.88 feet; South 15°41'26" West a distance of 42.05 feet; South 38°50'22" East a distance of 23.54 feet; South 68°20'15" West a distance of 52.64 feet; South 17°47'43" East a distance of 13.68 feet; North 67°55'58" East a distance of 56.62 feet; North 23°51'55" East a distance of 18.55 feet; North 42°51'09" West a distance of 25.39; North 67°49'14" East a distance of 20.09 feet; South 37°47'20" East a distance of 79.07 feet; South 61°10'22" East a distance of 57.15 feet; North 71°14'40" East a distance of 54.88 feet; North 02°37'44" West a distance of 65.39 feet; North 66°54'21" East 65.59 feet; North 46°53'40" East a distance of 39.49 feet; North 49°25'53" East a distance of 54.49 feet; North 74°32'33" East a distance of 88.46 feet; South 05°05'07" East a distance of 151.48 feet; South 26°16'30" East 108.59 feet; South 35°40'46" East a distance of 84.26 feet; South 62°40'17" East a distance of 96.43 feet; North 85°50'13" East a distance of 74.82 feet; South 35°12'36" East a distance of 50.91 feet; North 52°03'26" East 14.02 feet; North 08°31'55" West a distance of 56.53 feet; North 35°38'42" East a distance of 62.21 feet; North 80°53'32" East a distance of 38.04 feet; North 23°50'21" East a distance of 140.24 feet; North 59°19'54" East a distance of 103.99 feet; South 87°07'47" East 116.73 feet; south 02°17'08" East a distance of 72.06 feet; South 09°45'54" East a distance of 146.45 feet; South 35°06'25" East a distance of 165.17 feet; South 70°56'23" East a distance of 72.51 feet; South 67°15'16" East a distance of 24.62 feet; North 72°07'09" East a distance of 56.84 feet; North 65°42'00" East a distance of 30.03 feet; North 09°49'53" West a distance of 22.35 feet; North 31°26'30" East a distance of 25.54 feet; North 23°03'14" East a distance of 43.31 feet; North 18°20'32" East a distance of 45.84 feet; North 32°34'06" East a distance of 52.81 feet; North 40°15'56" East a distance of 84.52 feet; South 79°44'56" East a distance of 99.46 feet; South 52°31'21" East a distance of 67.72 feet; South 76°38'47" East a distance of 84.55 feet; South 27°46'32" East 48.88 feet; North 41°56'16" East a distance of 83.56 feet; North 87°37'48" East a distance of 144.64 feet; North 88°03'40" East 109.93 feet; South 23°04'33" East a distance of 79.18 feet; South 35°48'56" East a distance of 52.77 feet; South 72°56'15" East a distance of 72.49 feet; North 66°34'00" East a distance of 96.29 feet; North 27°22'43" East a distance of 79.97 feet; North 13°33'58" East a distance of 49.90 feet; North 44°34'23" East a distance of 109.63 feet; North 33°11'20" East a distance of 96.68 feet; North 46°48'21" East a distance 80.36 feet; North 32°52'01" East a distance of 55.22; North 62°33'15" East a distance of 90.34 feet; North 50°15'20" East a distance of 100.50 feet; North 40°13'59" East a distance of 45.43 feet; North 44°08'53" East a distance of 119.41 feet to a point on the westerly right-of-way line of Interstate 95; thence along the said right-of-way line South 25°15'02" East a distance of 4500.25 feet to the POINT OF BEGINNING.

Parcel containing 379.1441 acres more or less.

TOGETHER WITH

A parcel of land being a portion of land lying in Government Sections 17, 18, 19 & 20, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

From a Point of Reference, being the northeast corner of Government Section 20, Township 12 South, Range 31 East; thence South 01°13'11" East along the easterly line of Section 20 a distance of 150.00' to the POINT OF BEGINNING of this description; thence departing said section line South 89°02'14" West a distance of 5342.38' to a point on the west line of Section 20; thence South 01°30'00" East along said west line of Section 20 a distance 96.81' to a point on the northeasterly boundary of the plat Laguna Forest Section 64; thence North 36°30'00" West along said boundary a distance of 303.12' to a point on the south line of Government Section 18; thence North 88°59'26" East along said south line of Section 18 a distance of 173.87' to a point being the southwest corner of Section 17; thence North 89°02'14" East along the south line of Section 17 a distance of 1321.06'; thence North 00°35'15" West along the airport boundary a distance of 25.00'; thence North 89°02'14" East a distance of 4021.95' to a point on the east line of Section 17; thence South 1°0'47" East a distance of 174.99' to the POINT OF BEGINNING.

TOGETHER WITH

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTIONS 20 AND 21, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID GOVERNMENT SECTION 20, TOWNSHIP 12 SOUTH, RANGE 31 EAST, THENCE S00°50'01"E FOR A DISTANCE OF 150.00 FEET TO THE SOUTHERLY LINE OF IROQUOIS WATERWAY (A 175-FOOT WIDE WATERWAY AT THIS POINT) AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N89°02'14"E ALONG SAID SOUTHERLY LINE OF IROQUOIS WATERWAY A DISTANCE OF 1082.73 FEET; THENCE DEPARTING SAID SOUTHERLY LINE S11°26'27"W FOR A DISTANCE OF 1290.00 FEET; THENCE S89°01'53"W FOR A DISTANCE OF 502.58 FEET; THENCE S28°40'19"W FOR A DISTANCE OF 1572.08 FEET; THENCE N74°35'44"W FOR A DISTANCE OF 3054.69 FEET; THENCE N02°32'58"W FOR A DISTANCE OF 1766.27 FEET TO SAID SOUTHERLY LINE OF IROQUOIS WATERWAY; THENCE N89°02'14"E ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 3454.09 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

TOGETHER WITH

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTION 17, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID GOVERNMENT SECTION 17, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS A POINT OF REFERENCE; THENCE N00°50'01"W ALONG THE EAST LINE OF SAID SECTION 17 FOR A DISTANCE OF 25.00 FEET TO THE NORTH LINE OF IROQUOIS WATERWAY (A 175-FOOT WIDE WATERWAY AT THIS POINT); THENCE DEPARTING SAID EAST LINE S89°02'14"W ALONG SAID NORTH LINE OF IROQUOIS WATERWAY FOR A DISTANCE OF 27.50 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE S89°02'14"W ALONG SAID NORTH LINE OF IROQUOIS WATERWAY FOR A DISTANCE OF 2643.89 FEET; THENCE DEPARTING SAID NORTH LINE N32°31'14" E FOR A DISTANCE OF 191.60 FEET; THENCE N48°13'23"E FOR A DISTANCE OF 1204.42 FEET; THENCE N90°00'00"E FOR A DISTANCE OF 390.62 FEET; THENCE S50°20'54"E FOR A DISTANCE OF 683.96 FEET TO A NON-TANGENT CURVE TO THE RIGHT, WITH AN ARC LENGTH OF 166.94 FEET, A RADIUS OF 565.60 FEET, A CENTRAL ANGLE OF 16°54'30", A CHORD BEARING OF S29°19'26"E AND A CHORD DISTANCE OF 166.31 FEET TO A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE ALONG SAID NON-TANGENT LINE S45°42'00"E FOR A DISTANCE OF 899.33 FEET TO THE SAID NORTHERLY LINE OF IROQUOIS WATERWAY AND THE AFOREMENTIONED POINT OF BEGINNING.

TOGETHER WITH

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 17, TOWNSHIP 12 SOUTH, RANGE 31 EAST BEING A PORTION OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 601, PAGES 1989 THROUGH 2025, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE SOUTHERLY MOST CORNER OF TRACT "D" RESERVE PARCEL, AIRPORT COMMERCE CENTER, MAP BOOK 36, PAGES 88 THROUGH 91, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N50°20'54"W ALONG THE SOUTHWESTERLY LINE OF SAID TRACT "D" FOR A DISTANCE OF 684.04 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S90°00'00"W DEPARTING SAID TRACT "D" BOUNDARY FOR A DISTANCE OF 2752.24 FEET; THENCE N39°47'12"E FOR A DISTANCE OF 407.59 FEET; THENCE N89°06'45"E FOR A DISTANCE OF 1069.37 FEET; THENCE N89°20'26"E FOR A DISTANCE OF 1010.30 FEET TO THE WESTERLY LINE OF SAID TRACT "D"; THENCE ALONG SAID WESTERLY LINE S60°20'54"E FOR A DISTANCE OF 535.01 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

LESS AND EXCEPT ANY PORTION WHICH MAY LIE WITHIN THE NE 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF LAND LOCATED IN GOVERNMENT SECTION 2, TOWNSHIP 12 SOUTH, RANGE 31 EAST AND LOTS 7, 8, 9 AND 10, PALM COAST INTRACOASTAL INDUSTRIAL PARK PHASE I, RECORDED IN MAP BOOK 29, PAGES 33 AND 34, PUBLIC RECORDS OF FLAGLER COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF SAID LOT 7, PALM COAST INTRACOASTAL INDUSTRIAL PARK PHASE I ALSO BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ROBERTS ROADS (AN 80 FOOT RIGHT-OF-WAY); THENCE S67°35'53"W DEPARTING SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 863.96 FEET; THENCE N48°44'00"W FOR A DISTANCE OF 851.08 FEET TO A POINT ON A NON-TANGENT CURVE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE (A 200 FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 190.58 FEET, A RADIUS OF 7734.00 FEET, A DELTA OF 01°24'43", A CHORD BEARING N05°58'42"E AND A CHORD DISTANCE OF 190.57 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S88°55'52"E DEPARTING SAID RIGHT-OF-WAY LINE AND SAID CURVE FOR A DISTANCE OF 247.67 FEET; THENCE N02°15'34"E FOR A DISTANCE OF 361.36 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ROBERTS ROAD; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE (3) COURSES; (1) THENCE S87°44'25"E FOR A DISTANCE OF 220.17 FEET TO A POINT OF CURVATURE; (2) THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 1120.99 FEET, A RADIUS OF 983.00 FEET, A DELTA OF 65°20'18", A CHORD BEARING S55°04'16"E AND A CHORD DISTANCE OF 1061.22 FEET TO A POINT OF TANGENCY; (3) THENCE S22°24'07"E FOR A DISTANCE OF 175.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINS 22.359 ACRES MORE OR LESS.

A PORTION OF LAND LOCATED IN GOVERNMENT SECTION 2, TOWNSHIP 12 SOUTH, RANGE 31 EAST, PUBLIC RECORDS OF FLAGLER COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF LOT 7, PALM COAST INTRACOASTAL INDUSTRIAL PARK PHASE I, RECORDED IN MAP BOOK 29, PAGES 33 AND 34; THENCE S22°24'07"E FOR A DISTANCE OF 1200.00 FEET; THENCE N67°35'53"E FOR A

DISTANCE OF 370.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ROBERTS ROAD (AN 80 FOOT RIGHT-OF-WAY); THENCE S22°24'07"E ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 389.72 FEET; THENCE S67°35'53"W DEPARTING SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 824.87 FEET; THENCE N21°35'50"W FOR A DISTANCE OF 1589.87 FEET; THENCE N67°35'53"E FOR A DISTANCE OF 432.55 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINS 19.503 ACRES MORE OR LESS.

A PORTION OF LAND LOCATED IN GOVERNMENT SECTIONS 2 AND 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, PUBLIC RECORDS OF FLAGLER COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF BEGINNING BEING THE NORTHEAST CORNER OF BEACH VILLAGE AT PALM COAST, RECORDED IN MAP BOOK 36, PAGES 92 AND 93; THENCE N89°29'02"W ALONG THE NORTH LINE OF SAID SUBDIVISION FOR A DISTANCE OF 331.60 FEET; THENCE N21°35'50"W DEPARTING SAID NORTH SUBDIVISION LINE FOR A DISTANCE OF 2662.38 FEET; THENCE N67°35'53"E FOR A DISTANCE OF 824.87 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ROBERTS ROAD (AN 80 FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY FOR THE FOLLOWING TWO (2) COURSES; (1) THENCE S22°24'07"E FOR A DISTANCE OF 1017.20 FEET TO A POINT OF CURVATURE; (2) THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 298.27 FEET, A RADIUS OF 1539.72 FEET, A DELTA OF 11°05'57", A CHORD BEARING S27°57'05"E AND A CHORD DISTANCE OF 297.80 FEET TO A POINT ON A NON-TANGENT LINE ALSO BEING THE SOUTHERLY LINE OF SAID SECTION 2; THENCE S88°27'05"W DEPARTING SAID CURVE AND RIGHT-OF-WAY LINE ALONG SAID SECTION LINE FOR A DISTANCE OF 24.59 FEET; THENCE S01°40'05"E DEPARTING SAID SECTION LINE FOR A DISTANCE OF 1589.33 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINS 44.318 ACRES MORE OR LESS.

A PORTION OF LAND LOCATED IN GOVERNMENT SECTIONS 2, 3 AND 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, PUBLIC RECORDS OF FLAGLER COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF LOT 7, PALM COAST INTRACOASTAL INDUSTRIAL PARK PHASE I, RECORDED IN MAP BOOK 20, PAGES 33 AND 34; THENCE S67°35'53"W FOR A DISTANCE OF 432.55 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S21°35'50"E FOR A DISTANCE OF 4252.26 FEET TO A POINT ON THE NORTH LINE OF BEACH VILLAGE AT PALM COAST, RECORDED IN MAP BOOK 36, PAGES 92 AND 93; THENCE N89°29'02"W ALONG SAID NORTH SUBDIVISION LINE FOR A DISTANCE OF 626.24 FEET; THENCE N23°53'12"W DEPARTING SAID NORTH SUBDIVISION LINE FOR A DISTANCE OF 875.00 FEET; THENCE S67°04'26"W FOR A DISTANCE OF 100.00 FEET TO A POINT ON A NON-TANGENT CURVE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE (A 200 FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 573.26 FEET, A RADIUS OF 2110.00 FEET, A DELTA OF 15°34'00", A CHORD BEARING N30°45'35"W AND A CHORD DISTANCE OF 571.50 FEET TO A POINT ON A NON-TANGENT LINE; THENCE N54°27'25"E DEPARTING SAID CURVE AND RIGHT-OF-WAY LINE FOR A DISTANCE OF 185.00 FEET; THENCE N16°20'16"W FOR A DISTANCE OF 1516.59 FEET; THENCE S73°25'57"W FOR A DISTANCE OF 185.00 FEET; THENCE N16°20'16"W FOR A DISTANCE OF 1516.59 FEET; THENCE S73°25'57"W FOR A DISTANCE OF 735.00 FEET TO A POINT ON A NON-TANGENT CURVE ALSO BEING THE SAID EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE; THENCE ALONG SAID RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE (3) COURSES; (1) THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 825.59 FEET, A RADIUS OF 1910.00 FEET, A DELTA OF 24°45'57", A CHORD BEARING N04°11'04"W AND A

CHORD DISTANCE OF 819.18 FEET TO A POINT OF TANGENCY; (2) THENCE N08°11'55"E FOR A DISTANCE OF 862.02 FEET TO A POINT OF CURVATURE; (3) THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 204.38 FEET, A RADIUS OF 7734.00 FEET, A DELTA OF 01°30'51", A CHORD BEARING N07°26'29"E AND A CHORD DISTANCE OF 204.38 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S48°44'00"E DEPARTING SAID CURVE AND RIGHT-OF-WAY LINE FOR A DISTANCE OF 851.08 FEET; THENCE N67°35'53"E FOR A DISTANCE OF 61.42 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINS 75.765 ACRES MORE OR LESS.

A PORTION OF LAND LOCATED IN GOVERNMENT SECTIONS 2 AND 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, PUBLIC RECORDS OF FLAGLER COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF BEACH VILLAGE AT PALM COAST, RECORDED IN MAP BOOK 36, PAGES 92 AND 93 ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE (A 200 FOOT RIGHT-OF-WAY); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 1354.25 FEET, A RADIUS OF 2110.00 FEET, A DELTA OF 36°46'26", A CHORD BEARING N20°09'22"W AND A CHORD DISTANCE OF 1331.12 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE (3) COURSES; (1) THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 161.67 FEET, A RADIUS OF 2110.00 FEET, A DELTA OF 04°23'24", A CHORD BEARING N40°44'17"W AND A CHORD DISTANCE OF 161.63 FEET TO A POINT OF TANGENCY; (2) THENCE N42°55'59"W FOR A DISTANCE OF 658.63 FEET TO A POINT OF CURVATURE; (3) THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 878.92 FEET, A RADIUS OF 1910.00 FEET, A DELTA OF 26°21'57", A CHORD BEARING N29°45'01"W AND A CHORD DISTANCE OF 871.19 FEET TO A POINT ON A NON-TANGENT LINE; THENCE N73°25'57"E DEPARTING SAID CURVE AND RIGHT-OF-WAY LINE FOR A DISTANCE OF 735.00 FEET; THENCE S16°20'16"E FOR A DISTANCE OF 1516.59 FEET; THENCE S51°27'25"W FOR A DISTANCE OF 185.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION

THE ABOVE DESCRIBED PARCEL CONTAINS 18.793 ACRES MORE OR LESS.

A PORTION OF LAND LOCATED IN GOVERNMENT SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, PUBLIC RECORDS OF FLAGLER COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF BEGINNING BEING THE NORTHWEST CORNER OF BEACH VILLAGE AT PALM COAST, RECORDED IN MAP BOOK 36, PAGES 92 AND 93 ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE (A 200 FOOT RIGHT-OF-WAY); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 780.98 FEET, A RADIUS OF 2110.00 FEET, A DELTA OF 24°42'26", A CHORD BEARING N12°22'22"W AND A CHORD DISTANCE OF 776.53 FEET TO A POINT ON A NON-TANGENT LINE; THENCE N67°01'25"E DEPARTING SAID CURVE AND RIGHT-OF-WAY LINE FOR DISTANCE OF 100.00 FEET; THENCE S23°53'12"E FOR A DISTANCE OF 875.00 FEET TO A POINT ON THE NORTH LINE OF SAID BEACH VILLAGE AT PALM COAST; THENCE N89°29'02"W ALONG SAID NORTH SUBDIVISION LINE FOR A DISTANCE OF 280.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINS 3.008 ACRES MORE OR LESS.

A PARCEL OF LAND RECORDED AT PAGE 1791 OF OFFICIAL RECORDS BOOK 553, PAGES 1539 THROUGH 1840, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LYING IN GOVERNMENT SECTION 2, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF GOVERNMENT SECTION 2, THENCE NORTH 01°13'06" WEST ALONG THE WEST LINE OF SECTION 2 A DISTANCE OF 3107.53 FEET, THENCE DEPARTING SAID SECTION LINE NORTH 08°46'54" EAST A DISTANCE OF 154.23 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COLBERT LANE (200' RAW) AND THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING ON A CURVE, THENCE 317.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 02°21'02", A RADIUS OF 7734.00 FEET, A CHORD BEARING OF NORTH 04°05'50" EAST AND A CHORD DISTANCE OF 317.25 FEET TO A POINT OF REVERSE CURVATURE, THENCE 77.96 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (CONCAVE SOUTHEASTERLY) HAVING A CENTRAL ANGLE OF 09°20'15", A RADIUS OF 50.00 FEET, A CHORD BEARING OF NORTH 47°35'27" EAST AND A CHORD DISTANCE OF 70.30 FEET TO A POINT OF TANGENCY, THENCE SOUTH 07°44'26" EAST A DISTANCE OF 187.45 FEET, THENCE SOUTH 02°15'34" WEST A DISTANCE OF 361.36 FEET, THENCE NORTH 00°55'51" WEST A DISTANCE OF 247.67 FEET TO THE POINT OF BEGINNING.

A PARCEL OF LAND LYING WEST OF AND ADJACENT TO ROBERTS ROAD (FORMALLY THE LEHIGH CEMENT PLANT ROAD) IN GOVERNMENT SECTION 2, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE SOUTH QUARTER (¼) CORNER OF SAID GOVERNMENT SECTION 2 THENCE NORTH 88°27'05" EAST ALONG THE SOUTHERLY LINE OF SECTION 2 A DISTANCE OF 24.59 FEET TO A POINT ON A CURVE BEING THE WESTERLY RIGHT-OF-WAY OF SAID ROBERTS ROAD (80' R/W), THENCE DEPARTING SAID SECTION LINE NORTHWESTERLY 298.27 FEET ALONG SAID RIGHT-OF-WAY AND CURVE TO THE RIGHT (CONCAVE NORTHEASTERLY) HAVING A CENTRAL ANGLE OF 11°05'57", A RADIUS OF 1539.72 FEET, A CHORD BEARING OF NORTH 27°57'05" WEST AND A CHORD DISTANCE OF 297.80 FEET TO A POINT OF TANGENCY, THENCE NORTH 22°24'07" WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 1976.91 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE DEPARTING SAID RIGHT-OF-WAY SOUTH 67°35'53" WEST A DISTANCE OF 370.00 FEET, THENCE NORTH 22°24'07" WEST A DISTANCE OF 630.00 FEET, THENCE NORTH 67°35'53" EAST A DISTANCE OF 370.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF ROBERTS ROAD (80' R/W) THENCE SOUTH 22°24'07" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 630.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 5.3512 ACRES MORE OR LESS.

A PARCEL OF LAND LYING WEST OF AND ADJACENT TO ROBERTS ROAD (FORMALLY THE LEHIGH CEMENT PLANT ROAD) IN GOVERNMENT SECTION 2, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE SOUTH QUARTER (¼) CORNER OF SAID GOVERNMENT SECTION 2 THENCE NORTH 88°27'05" EAST ALONG THE SOUTHERLY LINE OF SECTION 2 A DISTANCE OF 24.59 FEET TO A POINT ON A CURVE BEING THE WESTERLY RIGHT-OF-WAY OF SAID ROBERTS ROAD (80' R/W), THENCE DEPARTING SAID SECTION LINE NORTHWESTERLY 298.27 FEET ALONG SAID RIGHT-OF-WAY AND CURVE TO THE RIGHT (CONCAVE NORTHEASTERLY) HAVING A CENTRAL ANGLE OF 11°05'57", A RADIUS OF 1539.72 FEET, A CHORD BEARING OF NORTH 27°57'05" WEST AND A CHORD DISTANCE OF 297.80 FEET TO A POINT OF TANGENCY, THENCE NORTH 22°24'07" WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 1406.91 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION,

THENCE DEPARTING SAID RIGHT-OF-WAY SOUTH 67°35'53" WEST A DISTANCE OF 370.00 FEET, THENCE NORTH 22°24'07" WEST A DISTANCE OF 570.00 FEET, THENCE NORTH 67°35'53" EAST A DISTANCE OF 370.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF ROBERTS ROAD (80' R/W) THENCE SOUTH 22°24'07" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 570.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 4.8416 ACRES MORE OR LESS.

TOGETHER WITH:

A PARCEL OF LAND LYING NORTH OF STATE ROAD 100 (200' R/W) WITHIN GOVERNMENT SECTIONS 10 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

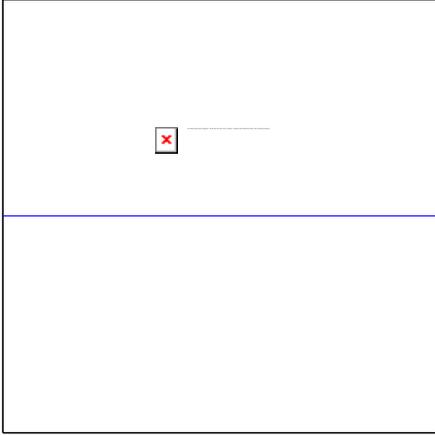
A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF SAID GOVERNMENT SECTION 10, TOWNSHIP 12 SOUTH, RANGE 31 EAST, THENCE SOUTH 01°23'05" EAST ALONG THE EAST LINE OF SECTION 10 A DISTANCE OF 1280.24 FEET, THENCE SOUTH 89°37'11" WEST 738.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE SOUTH 00°04'45 EAST 1316.81 FEET TO A NON-TANGENT CURVE, THENCE 872.51 FEET ALONG THE ARC TO THE LEFT (CONCAVED SOUTH) HAVING CENTRAL ANGLE OF 02°42'13", A RADIUS OF 23,042.76 FEET, A CHORD BEARING OF SOUTH 89°09'51" WEST AND A CHORD DISTANCE OF 872.49 FEET, THENCE NORTH 01°23'05" WEST A DISTANCE OF 1328.00 FEET, THENCE NORTH 89°37'15" EAST A DISTANCE OF 902.62 PLUS OR MINUS TO THE POINT OF BEGINNING.

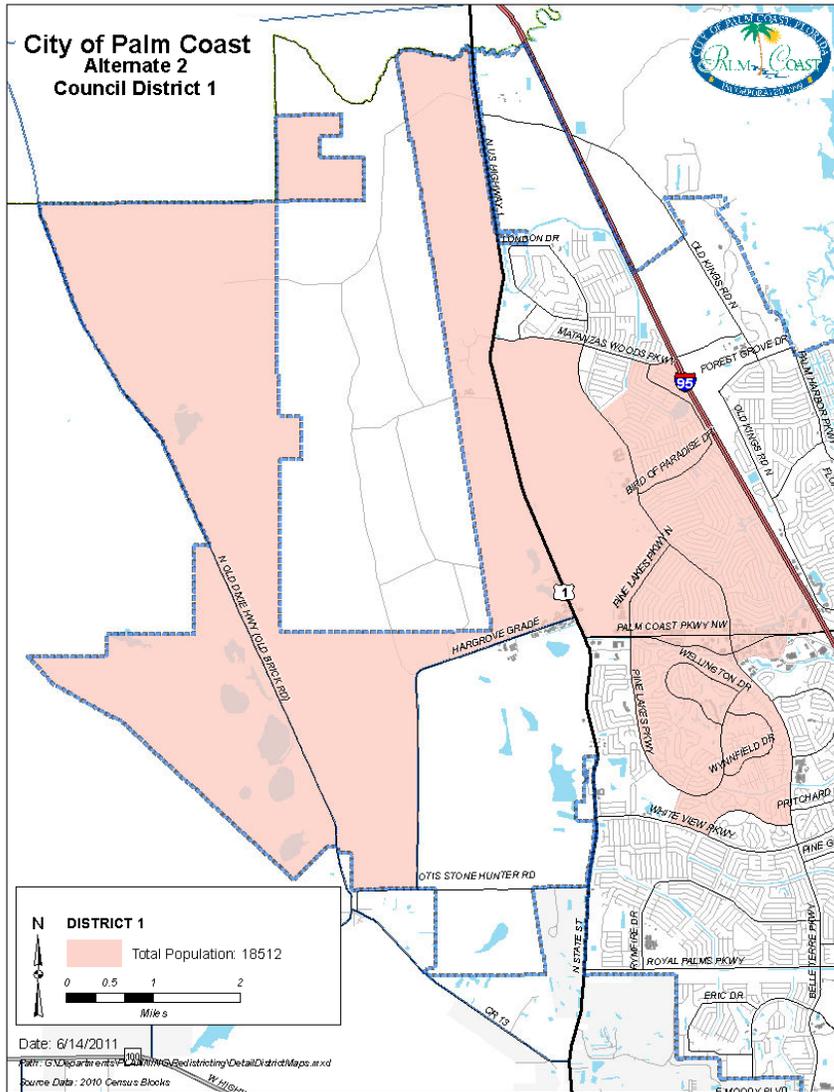
Sec. 7 (1)(2) *City Council district boundaries.* The City Council district boundaries for the districts of the City Council are hereby created and established and shall exist as follows **as established on December 31, 1999 and modified as prescribed in (4) (C) of Section 7.**

(a) City of Palm Coast City Council District 1 boundaries:

District 1:

Beginning at the intersection of Palm Coast Parkway and I-95, follow I-95 north (ca. 3.61 miles) until it intersects with Matanzas Woods Parkway. Turn west and follow Matanzas Woods Parkway (ca. .51 miles) to the centerline of the Belleaire Waterway. Turn south and follow the Belleaire Waterway (ca. .36 miles) to the northeast corner of parcel number 07-11-31-7035-00910-0100 (as recorded in the Flagler County Public Records). Follow the rear property lines of parcels on the southeasterly side of Bud Hollow Drive (as shown in Map book 11, pages 15 and 18) to Belle Terre Parkway. Turn north and follow Belle Terre Parkway (ca. .86 miles) until it intersects with Matanzas Woods Parkway. Turn west and follow Matanzas Woods Parkway (ca. 1.06 miles) until it intersects with US Hwy 1. Follow US Hwy 1 (ca. 3.38 miles) north until it intersects the northern most city boundary. Turn west and follow the city boundary (ca. 36.69 miles) to the intersection of Otis Stone Hunter Road and Hargrove Grade. Then follow Hargrove Grade north and east (ca. 4.43 miles) until it intersects with US Hwy 1. Then south on US Hwy 1 (ca. .28 miles) to Palm Coast Parkway. Then east on Palm Coast Parkway (ca. .53 miles) to Pine Lakes Parkway. Turn south and follow Pine Lakes Parkway (ca. 1.97 miles) to White Mill Drive. Turn south and follow White Mill Drive (ca. .37 miles) to White View Parkway. Turn east and follow White View Parkway (ca. .45 miles) to Whippoorwill Drive. Follow Whippoorwill Drive (ca. 1.16 miles) north and east until it intersects with Belle Terre Parkway. Turn north and follow Belle Terre Parkway (ca. 2.08 miles) until it intersects with Cypress Point Parkway. Follow Cypress Point Parkway (ca. .80 miles) east and north until it intersects with Palm Coast Parkway. Turn east and Follow Palm Coast Parkway east (ca. .47 miles) until it intersects with I-95 at the point of beginning.

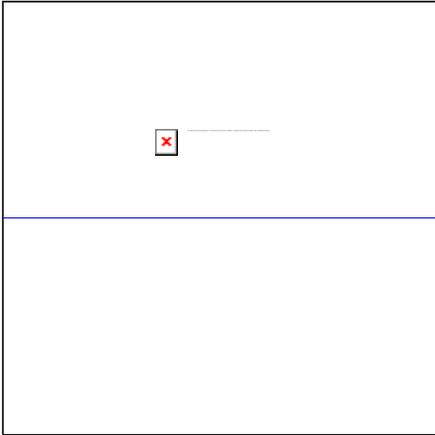


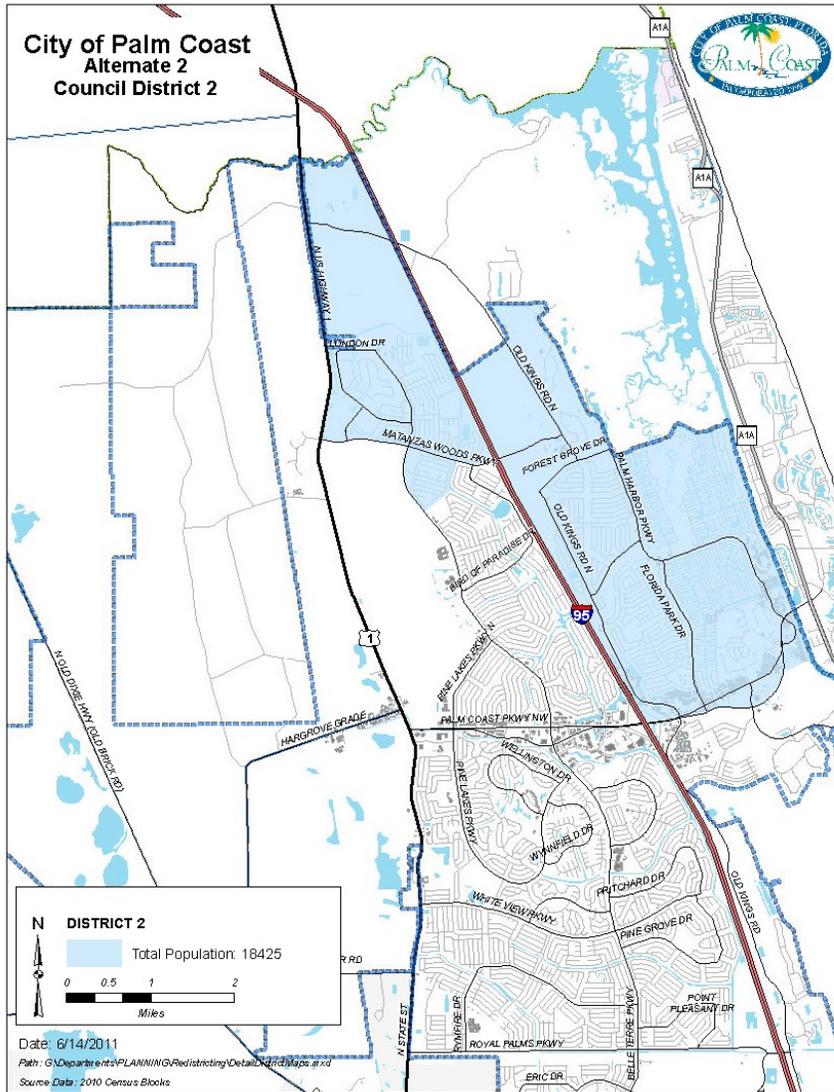


(b) City of Palm Coast City Council District 2 boundaries:

District 2:

Beginning at the intersection of Palm Coast Parkway and I-95, follow I-95 north (ca. 3.61 miles) until it intersects with Matanzas Woods Parkway. Turn west and follow Matanzas Woods Parkway (ca. .51 miles) to the centerline of the Belleaire Waterway. Turn south and follow the Belleaire Waterway (ca. .36 miles) to the northeast corner of parcel number 07-11-31-7035-00910-0100 (as recorded in the Flagler County Public Records). Follow the rear property lines of parcels on the southeasterly side of Bud Hollow Drive (as shown in Map book 11, pages 15 and 18) to Belle Terre Parkway. Turn north and follow Belle Terre Parkway (ca. .86 miles) until it intersects with Matanzas Woods Parkway. Turn west and follow Matanzas Woods Parkway (ca. 1.06 miles) until it intersects with US Hwy 1. Follow US Hwy 1 (ca. 3.38 miles) north until it intersects the northern most city boundary. Turn east and follow the city boundary (ca. 12.44 miles) until it intersects with the eastern most end of the St. Joe Canal. Turn west and follow the St. Joe Canal (ca. .37 miles) until it intersects with Palm Coast Parkway SE. Then follow Palm Coast Parkway west (ca. 1.90 miles) until it intersects with I-95 at the point of beginning.

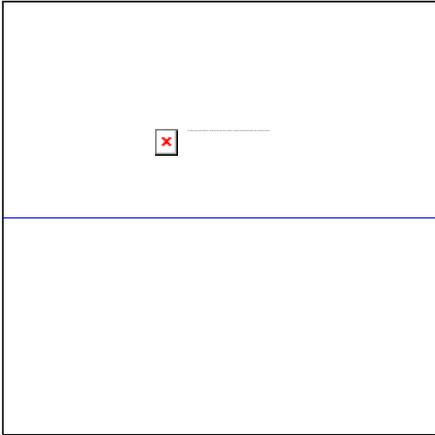


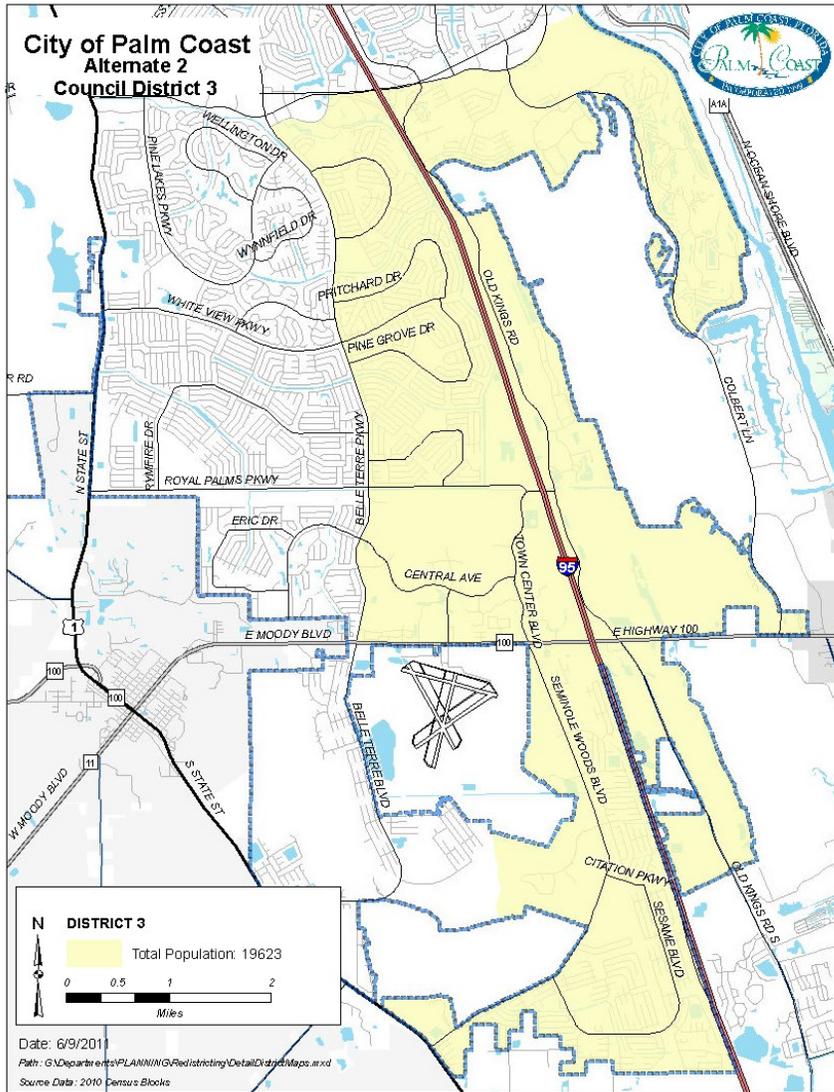


(c) City of Palm Coast City Council District 3 boundaries:

District 3:

Beginning at the intersection of Palm Coast Parkway and I-95 travel west on Palm Coast Parkway (ca. .47 miles) to Cypress Point Parkway. Turn south and follow Cypress Point Parkway (ca. .80 miles) until it intersects with Belle Terre Parkway. Turn south and follow Belle Terre Parkway (ca. 5.35 miles) until it intersects with SR 100. Turn east and follow SR 100 (ca. 1.68 miles) until it intersects with Seminole Woods Boulevard. At Seminole Woods Boulevard, turn south and follow the city boundary (ca. 3.08 miles) around the Flagler County Airport and other non-annexed parcels until it intersects with the unimproved road known as the "Flagler Beach Wellfield Road". Turn south and follow the Flagler Beach Wellfield Road (ca. 1.27 miles) until it intersects with the City boundary at the northern property line of parcel number 29-12-31-0000-01010-0020 (as recorded in the Flagler County Public Records). Turn east and follow the City boundary (ca. 9.64 miles) until it intersects with I-95. Turn north and follow the City Boundary (ca. 44.50 miles) to the point where the Intra-Coastal Waterway intersects with the St. Joe Canal. Turn west and follow the St. Joe Canal (ca. .37 miles) until it intersects with Palm Coast Parkway SE. Then follow Palm Coast Parkway west (ca. 1.90 miles) until it intersects with I-95 at the point of beginning.

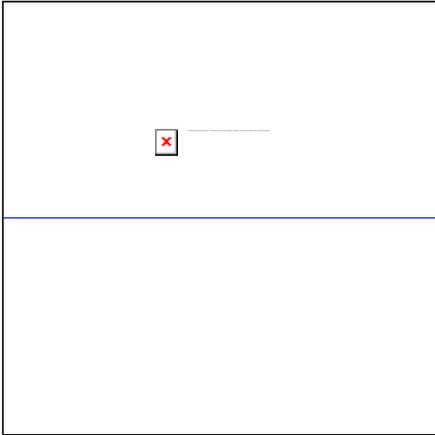


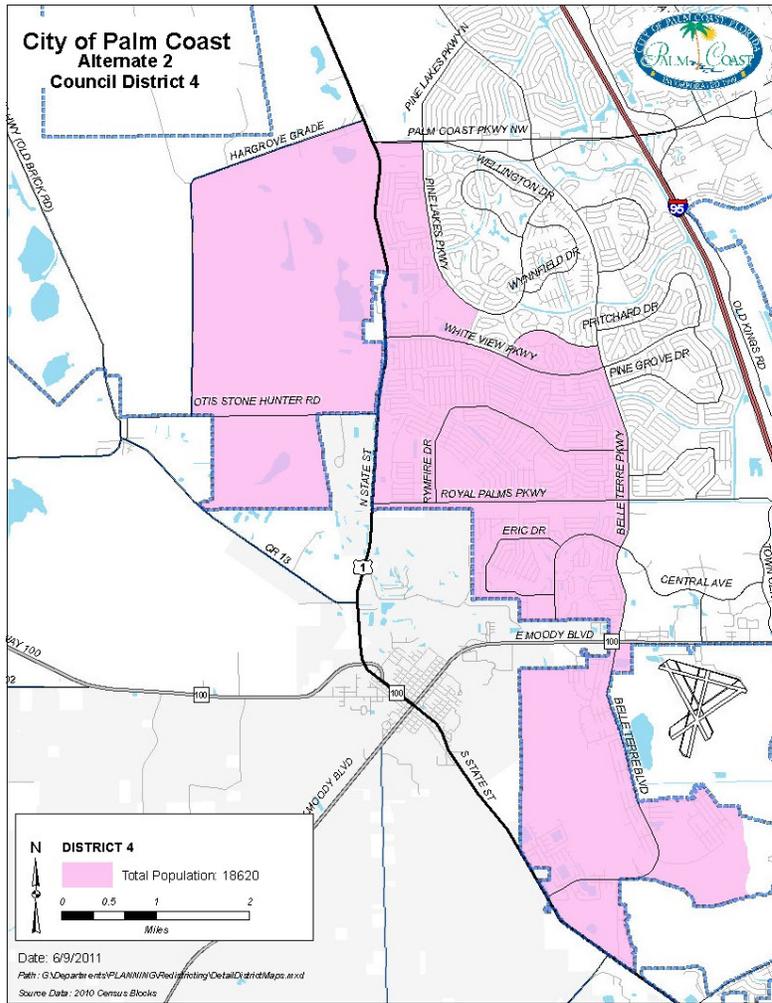


(d) City of Palm Coast City Council District 4 boundaries:

District 4:

Begin at intersection of Otis Stone Hunter Road and Hargrove Grade, then follow Hargrove Grade north and east (ca. 4.43 miles) until it intersects with US Hwy 1. Then south on US Hwy 1 (ca. .28 miles) to Palm Coast Parkway. Then east on Palm Coast Parkway (ca. .53 miles) to Pine Lakes Parkway. Turn south and follow Pine Lakes Parkway (ca. 1.97 miles) to White Mill Drive. Turn south and follow White Mill Drive (ca. .37 miles) to White View Parkway. Turn east and follow White View Parkway (ca. .45 miles) to Whippoorwill Drive. Follow Whippoorwill Drive (ca. 1.16 miles) north and east until it intersects with Belle Terre Parkway. Turn south and follow Belle Terre Parkway (ca. 3.27 miles) until it intersects with SR 100. Turn east and follow SR 100 (ca. .16 miles) to the northwest corner of the City boundary surrounding the Flagler County Airport. Turn south and follow the City boundary (ca. 3.39 miles) until it intersects with the unimproved road known as the "Flagler Beach Wellfield Road". Turn south and follow the Flagler Beach Wellfield Road (ca. 1.27 miles) until it intersects with the City boundary at the northern property line of parcel number 29-12-31-0000-01010-0020 (as recorded in the Flagler County Public Records). Turn west and follow the City boundary (ca. 14.62 miles) until it intersects with Hargrove grade at the point of beginning.





(H. B. No. 527, § 2, 5-1-02; Ord. No. 03-09, § 2, 5-20-03; Ord. No. 07-27, Exh. A, 12-18-07; Ord. No. 09-13, § 3, 6-2-09; Ord. No. 2011-9, § 2(Exh. A), 6-21-11; Ord. No. 2011-15, § 3, 8-16-11; Ord. No. 2013-07, § 3(Exh. A), 10-1-13; [Ord. No. 2014-12](#), § 3(Exh. A), 6-17-14; [Ord. No. 2014-13](#), § 3(Exh. A), 6-17-14; [Ord. No. 2015-01](#), § 2(Exhs. A1-4), 2-17-15; [Ord. No. 2015-11](#), § 3(Exhs. A-D), 10-6-15; [Ord. No. 2017-1](#), § 1(Exh. A), 1-17-17)

Sec. 10. General provisions.

2 *Adjustments of districts; number, commission, report, support, procedure, failure to enact, effect of enactment.*

(a) *Number of districts.* There shall be four City Council districts as described in subsection (2) of section 9. ~~These boundaries shall remain in effect until the City Council determines, based upon each decennial census, that redistricting is appropriate to ensure that the requirements of subsection (2) of section 9 and paragraph (c) are accomplished and adequately monitored or until a redistricting commission is appointed as outlined in paragraph (b).~~ All Council district boundaries shall be based upon population data derived from the most recent decennial census.

(b) *Districting commission.* By the first day of the month following official certification notification of the decennial census to the state, the City Council shall appoint five City electors, determined from the registration for the last statewide general election, who shall comprise the districting commission. Electors chosen shall not be employed by the City in any other capacity.

(c) *Commission report.* Within 120 days after appointment, or such earlier time as prescribed by the Council, the districting commission shall file with the official designated by the Council a report containing a recommended plan for adjustment of the council district boundaries to comply with the following specifications:

1. Each district shall be formed of compact, contiguous territory, and its boundary lines shall follow the center lines of natural and manmade separations, such as canals, streets, etc., where possible.
2. The districts shall be based upon the principle of equal and effective representation as required by the United States Constitution and as represented in the mathematical preciseness reached in the legislative apportionment of the state.

The report shall include a map and description of the districts recommended and shall be drafted as a proposed ordinance. Once filed with the designated official, the report shall be treated as an ordinance introduced by a Council member.

(d) *Support.* It shall be the responsibility of the City Manager to provide staff assistance and technical data to the districting commission.

(e) *Procedure.* The procedure for the Council's consideration of the report shall be the same as for other ordinances, provided that any summary of the ordinance published pursuant to this Charter and general law must include both the map and a description of the recommended districts.

(f) *Failure to enact ordinance.* After receipt of the commission report, the Council shall adopt a redistricting ordinance at least 90 days before the next regular City election. If the Council fails to do so by such date, the report of the districting commission shall go into effect and have the effect of an ordinance.

(g) *Effect of enactment.*

1. The new council districts and boundaries, as of the date of enactment, shall supersede previous council districts and boundaries for all the purposes of the next regular City election, including qualifications.
2. The new council districts and boundaries shall supersede previous council districts and boundaries for all other purposes as of the date all Council members take office who were elected subsequent to the effective date of the new districts.
3. All district seats not up for election, but which as a result of the redistricting no longer have Council members who live within the district, shall be declared vacant for purposes of the next regularly scheduled election. Such election shall, in order to preserve the staggering of the terms, be for either four years or for the remaining two years of the term, depending on the district vacant.

3) *Standards of conduct.* All elected officials and employees of the City shall be subject to the standards of conduct for public officers and employees set by general law. In addition, the City Council may, by

ordinance, establish a code of ethics for officials and employees of the City, which may be supplemental to general law, but in no case may such an ordinance diminish the provisions of general law.

(H. B. No. 527, § 4, 5-1-02)

Section 8: Charter Review

- (1) *Charter amendment.* This Charter may be amended in accordance with the provisions of the Municipal Home Rule Powers Act, chapter 166, Florida Statutes, as the same may be amended from time to time, or as may otherwise be provided by general law. The form, content, and certification of any petition to amend shall be established by ordinance.
- (2) *Charter review; schedule, Charter Review Committee.*
 - (a) *Schedule.* The Charter shall be reviewed ~~no sooner than 10 years after the creation of the City of Palm Coast on December 31, 1999, and thereafter it may be reviewed every 10 years.~~
 - (b) *Charter Review Committee.* A five-member Charter Review Committee shall be appointed. Each district council member shall appoint one member from his or her district, and the Mayor shall appoint one member at large. ~~No current City employee may serve as a member of this Committee.~~ The Palm Coast City Council shall fund this committee. The Charter Review Committee shall be appointed at least one year before the next scheduled general election. ~~The Charter Review Committee shall hold a minimum of four (4) public hearings; one in each Council district and complete its work and present any recommendations for change no later than 60 120 days before the general election.~~ The Palm Coast City Council shall hold a minimum of two public hearings on the proposed changes to the Charter prior to placing the proposed changes on the scheduled general election ballot.
- (3) *Initiative and referendum.* At least 25 percent of the qualified electorate of the City shall have the power to petition the Council to propose an ordinance or to require reconsideration of an adopted ordinance, or to propose an amendment to this Charter. ² If the Council fails to adopt such ordinance or amendment so proposed, or to repeal such adopted ordinance, without any change in substance, then the Council shall place the proposed ordinance or amendment, or the repeal of the adopted ordinance, on the ballot at the next general election.

Commented [G6]: There must be adequate time for the public hearings, for preparation of the appropriate ballot wording, drafting of back up information and placement on the ballot.

Footnotes:

--- (2) ---

Editor's note— The referendum language contained within Section 10(3) of the City Charter requiring a minimum of 25 percent of the qualified electorate of the City to propose an amendment to the City Charter is statutorily preempted in accordance with Section 166.031, F.S. Pursuant to Section 166.031(1), F.S., the electors of the City of Palm Coast may, by a petition signed by 10 percent of the registered electors as of the last preceding municipal general election, submit to the electors of the City of Palm Coast a proposed amendment to its Charter, which amendment may be to any part or to all of said Charter except that part describing the boundaries of such municipality.

Sec. 11. - Severability.

If any provision of this act, or the application thereof to any person or circumstance, is held invalid, the invalidity shall not affect other provisions or applications of this act which can be given effect without the invalid provision or application, and to this end the provisions of this act are declared severable.

(H. B. No. 527, § 5, 5-1-02)

~~Sec. 12. Transition schedule.~~

- ~~(1) *Creation and establishment of City.* For the purpose of compliance with Florida Statutes relating to assessment and collection of ad valorem taxes, and for the purpose of subsection (2) of section 10, the City is hereby created and established effective December 31, 1999.~~
- ~~(2) *Transitional ordinances and resolutions.* The City Council shall adopt ordinances and resolutions required to effect the transition. Ordinances adopted within 60 days after the first council meeting shall be passed as emergency ordinances. These transitional ordinances shall be effective for no longer than 90 days after adoption, and thereafter may be readopted, renewed, or otherwise continued only in the manner normally prescribed for ordinances.~~
- ~~(3) *Transitional comprehensive plan and land development regulation.*
 - ~~(a) Until such time as the City shall adopt a comprehensive plan, the applicable provisions of the Comprehensive Plan of Flagler County, Florida, as the same exists on the day the City commences corporate existence, shall remain in effect as the City's transitional comprehensive plan. However, all planning functions, duties, and authority shall thereafter be vested in the City Council of Palm Coast, which shall be deemed the local planning agency until the Council establishes a separate local planning agency.~~
 - ~~(b) All powers and duties of the Flagler County Planning and Land Development Regulations Council, any boards of adjustment and appeals created pursuant to statutory trade codes, and the County Commission of Flagler County, Florida, as set forth in these transitional zoning and land use regulations, shall be vested in the City Council of Palm Coast until such time as the City Council delegates all or a portion thereof to another entity.
General law prohibits the adoption of zoning ordinances as emergency ordinances.~~
 - ~~(c) Subsequent to the commencement of the City's corporate existence, no amendment of the comprehensive plan or land development regulations enacted by the Flagler County Commission shall be deemed an amendment of the City's transitional comprehensive plan or land development regulations or shall otherwise take effect within the City's corporate limits unless approved by the City Council.~~~~

(H. B. No. 527, § 6, 5-1-02)

City of Palm Coast, Florida Agenda Item

Agenda Date: 01/09/2018

Department Item Key	ADMINISTRATIVE SERVICES	Amount Account #
Subject	DISCUSSION - REQUEST FOR PROPOSALS FOR AN EXECUTIVE SEARCH FIRM	
Update:	The item was presented at the December 12, 2017 Workshop, however Council wished to postpone the item until all Council Members were present.	
Background:	Previously, City Council provided direction to the City Attorney and City staff to obtain feedback from City Council through 1-on-1 meetings for the request for proposals (RFP) for an executive search firm. During November/December, the City Attorney and City staff solicited input from City Council. The City Attorney and City staff will present a summary of the input provided for City Council discussion and direction.	
Recommended Action:	For discussion and direction.	

City of Palm Coast, Florida Agenda Item

Agenda Date: 01/09/2018

Department	FIBER AND CELL TOWER TEAM	Amount
Item Key		Account
		#
Subject	RESOLUTION 2018-XX APPROVING A CITY-WIDE WIRELESS MASTER PLAN	
Background :	<p>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:</p> <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.



Table of Contents

Section	Page
Wireless Master Plan Background	3
About Diamond Communications	4
Wireless Industry Overview	5
Wireless Infrastructure	7
Industry Best Practices	12
The Analysis	14
The Ordinance	21
The Marketing Plan	22
Appendix	24





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**

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

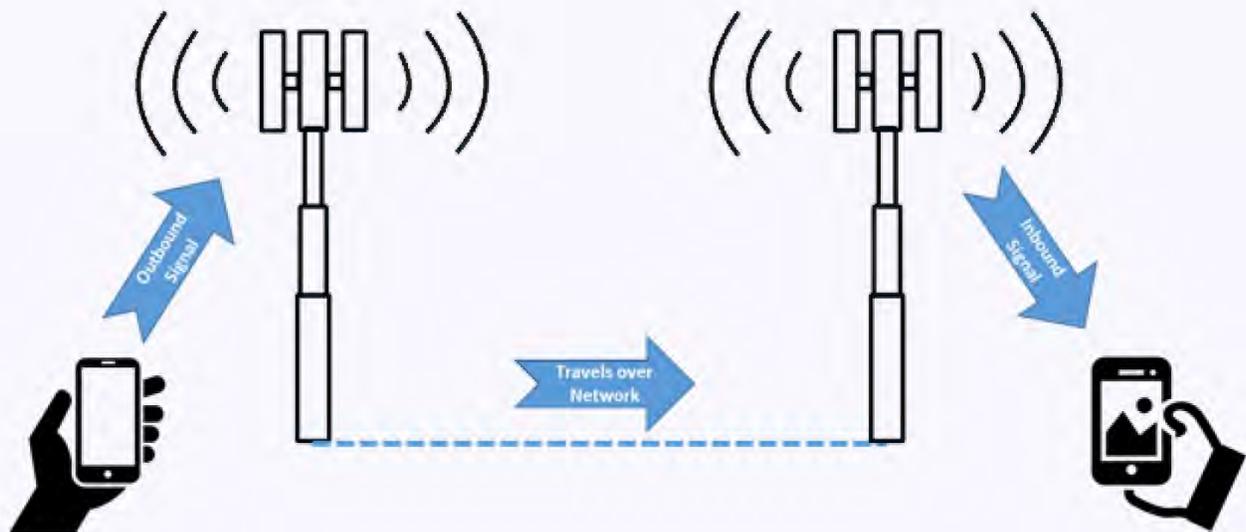
With wireless data demand at an all-time high and increasing exponentially, carriers are scrambling to develop networks that can accommodate such heavy traffic. A key planned solution is, deploying possibly over a million mini-antennas (small cells – described in the next section) predominately in urban 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?

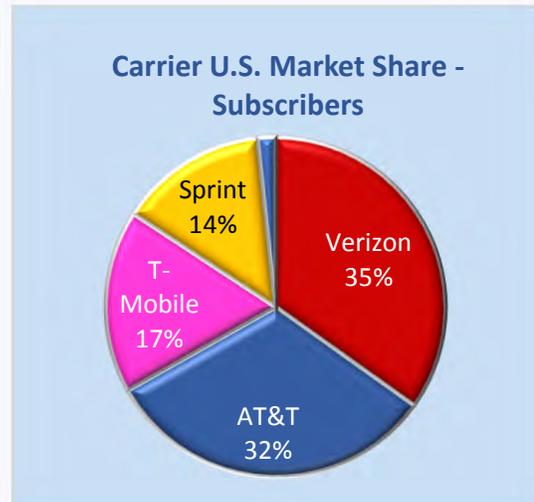
Wireless Infrastructure is a broad phrase describing the physical components of a wireless network - including antennas, radio base stations, cell towers and fiber routes – that support wireless communication between individuals, businesses, governments and objects. Signals carrying information originate 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.



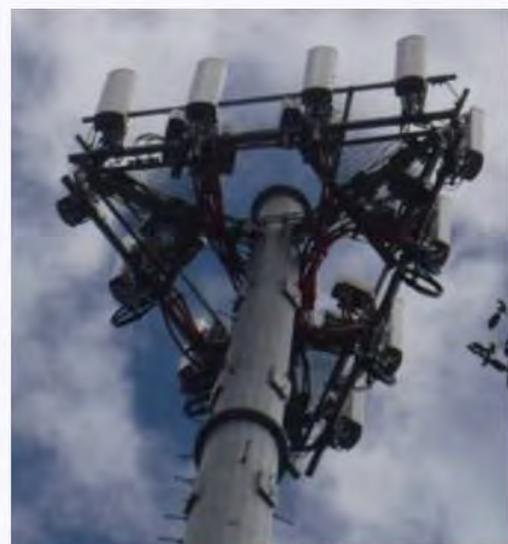
Carrier network engineers have two related primary goals: providing coverage and capacity. **Coverage** is the provision of wireless connectivity in a given area. **Capacity** is the network's ability to host simultaneous users and types of data use – e.g. texts vs. video messaging. Capacity constraints (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 monopoles 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 monopoles 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:

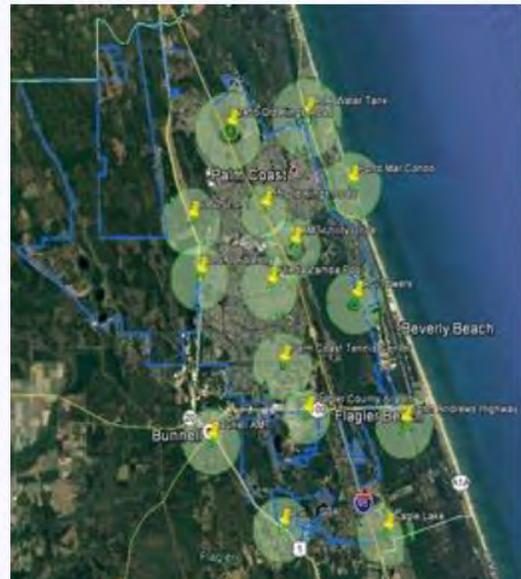
1. Consolidate all available information on existing wireless infrastructure in the City including information gathered by Diamond on site visits and in its review of lease agreements and permitting documents
2. Identify each carrier’s antenna placements and heights in and around the City
3. Run a RF 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.



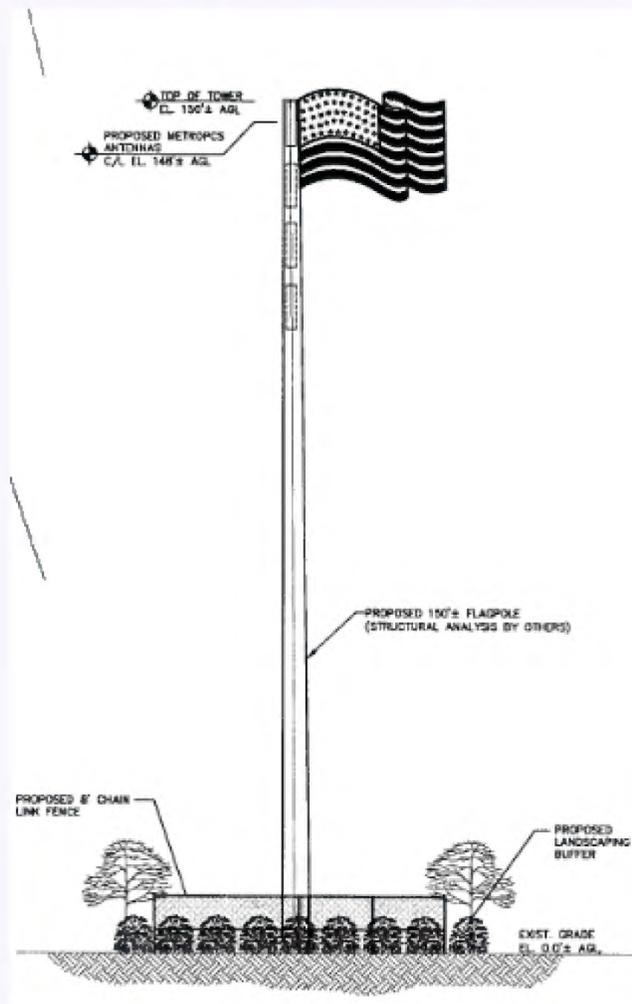
Steps 1-3 - Identify carrier coverage patterns:



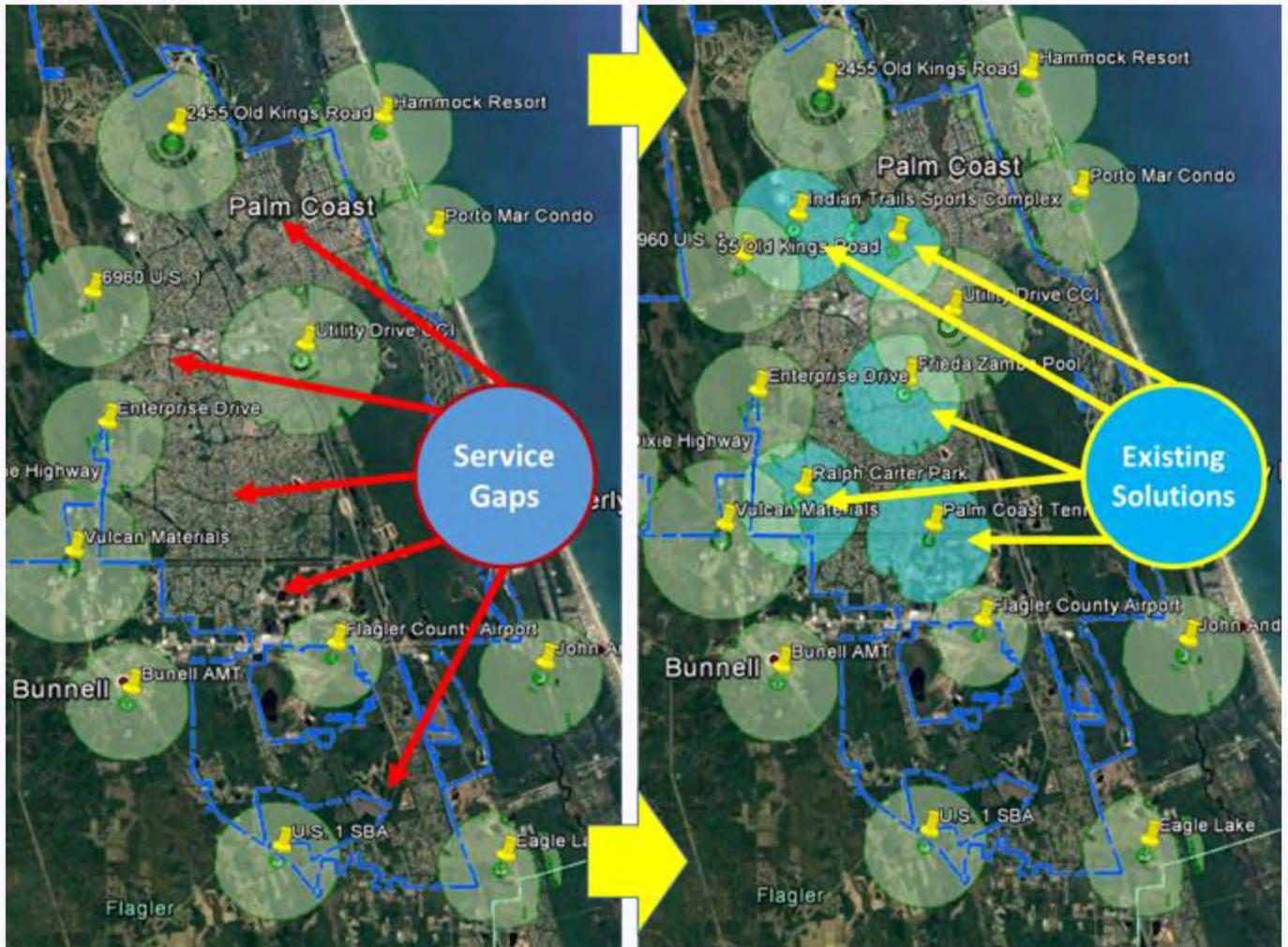
Diamond consolidated a list of all towers and rooftop installations in and around the City using available permitting information (local, FCC, FAA), leases and construction drawings. In addition, we performed a desktop analysis, comparing carrier coverage maps with identified sites and a boots-on-the 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.

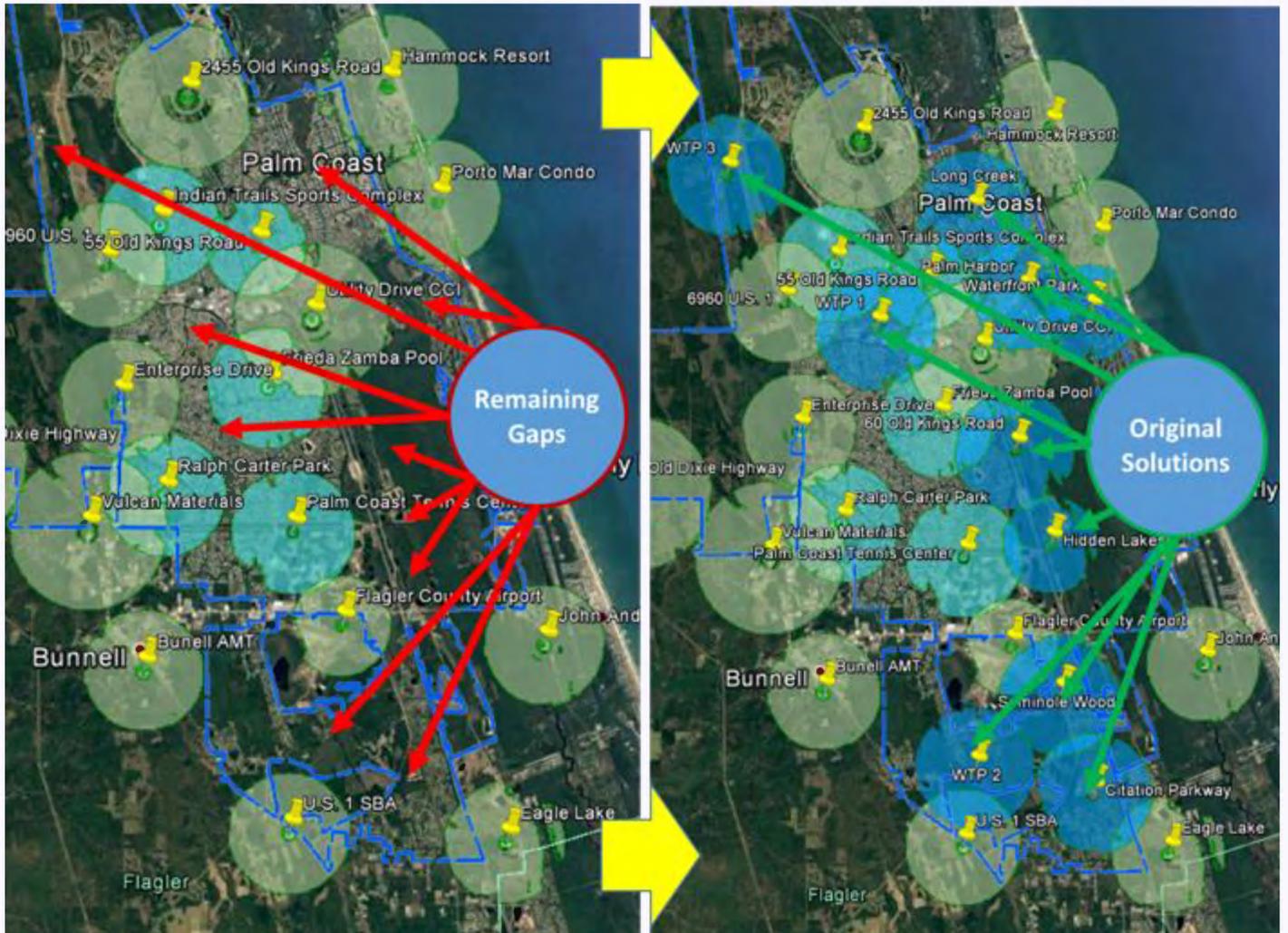


Steps 4-5 – Identify Possible Existing Coverage Gaps and Existing Infrastructure Solutions



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.

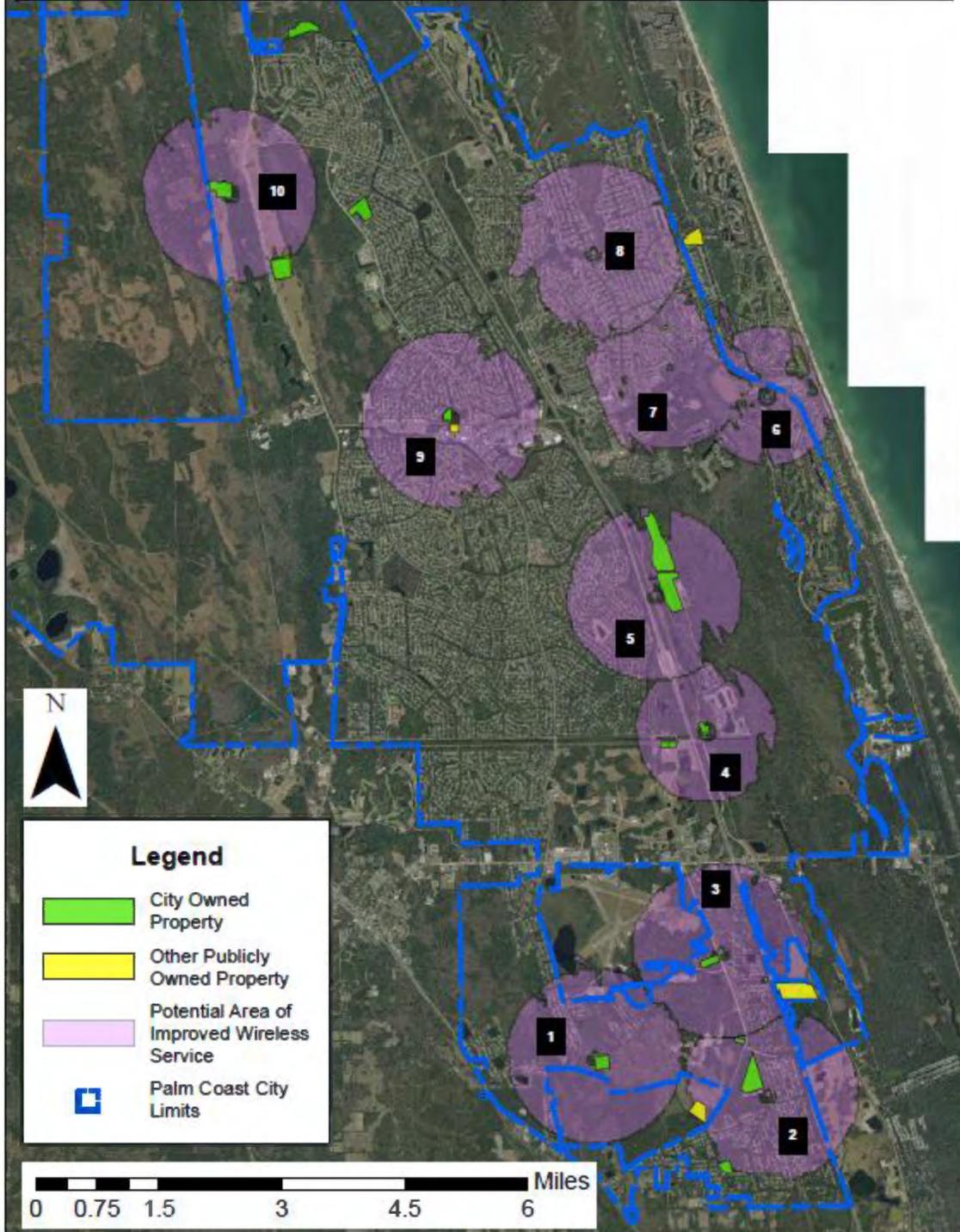


Step 12 – FACT Team Confirms List of Properties for Master Plan

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

Selected Parcels for New Wireless Facilities



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 the map/map data.

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

Parcel Nu	Parcel Number	Owner Name	Use Description	Primary or Secondary	Area (in acres)	Zoning
1A	2512301500001300000	CITY OF PALM COAST	MUNICIPAL	Secondary		1.005 PSP
1B	1912310650000C00020	CITY OF PALM COAST	MUNICIPAL	Primary	18.100	PSP
2A	0711317059RPM50010	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)/071131705700R0000B2 (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	0711317010RPA00020	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	0711317035RPL30010	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

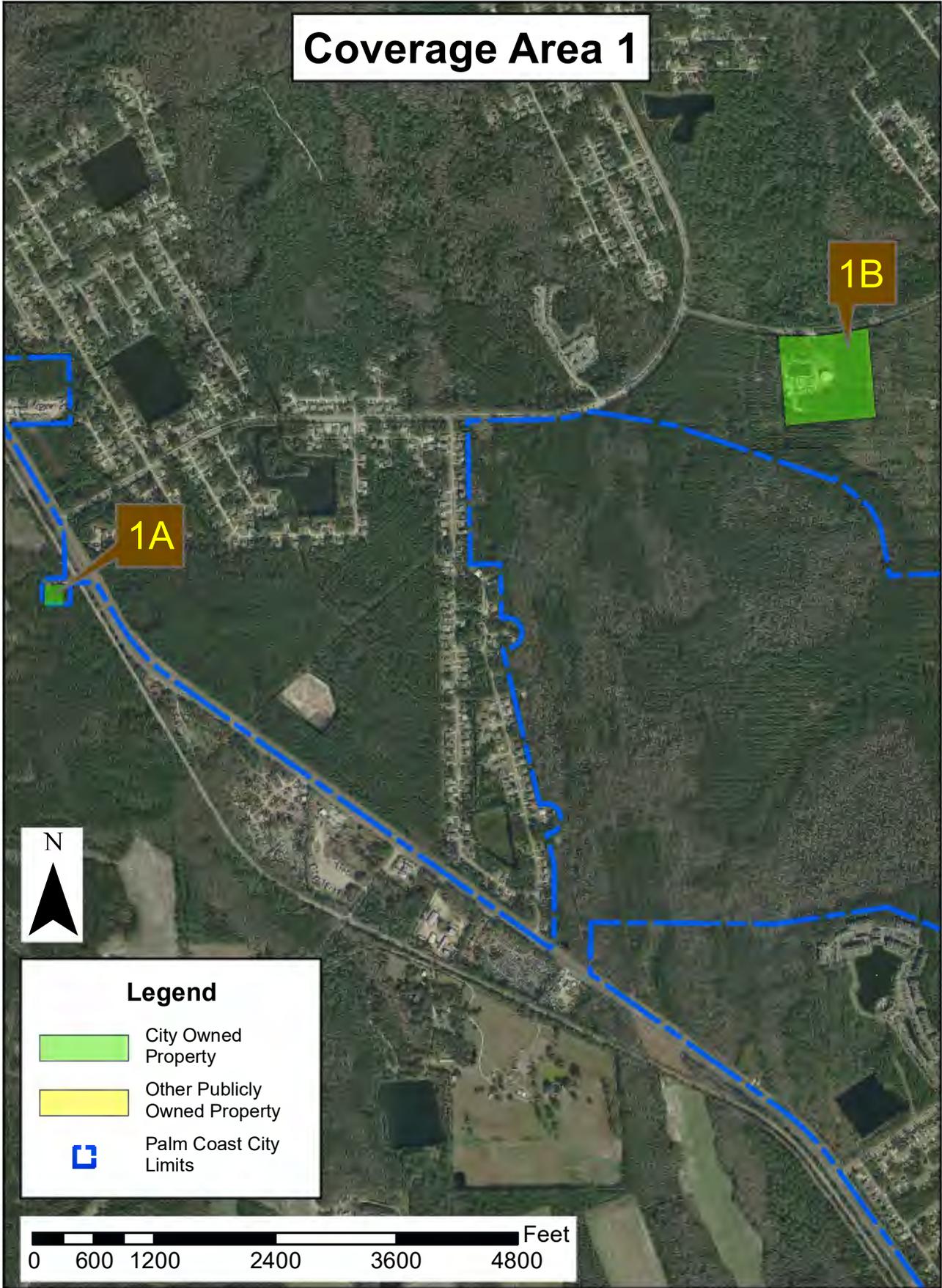
Parcel numbers 3C, 4A & 4F, 4D & 4E, 7A, and 10E acreage areas were estimated using the ArcGIS Desktop Measurement tool. These areas were estimated with this tool because they are smaller segments of larger official Flagler County parcels. The other Parcel number acreage areas were taken directly from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

Coverage Area 1

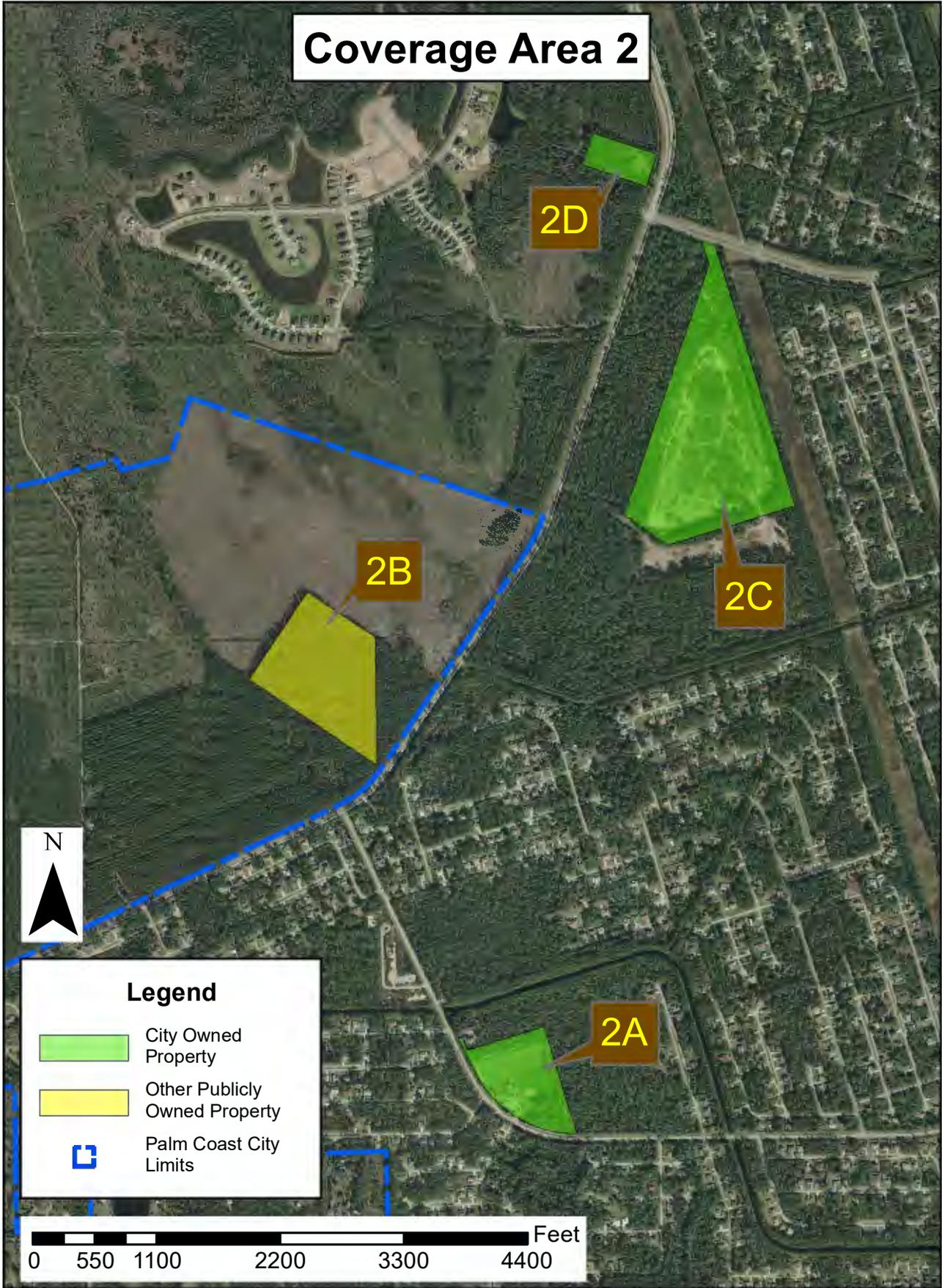


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Map Provided by the GIS Division

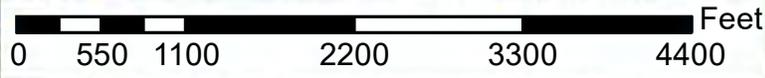
Date: 1/4/2018

Coverage Area 2



Legend

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

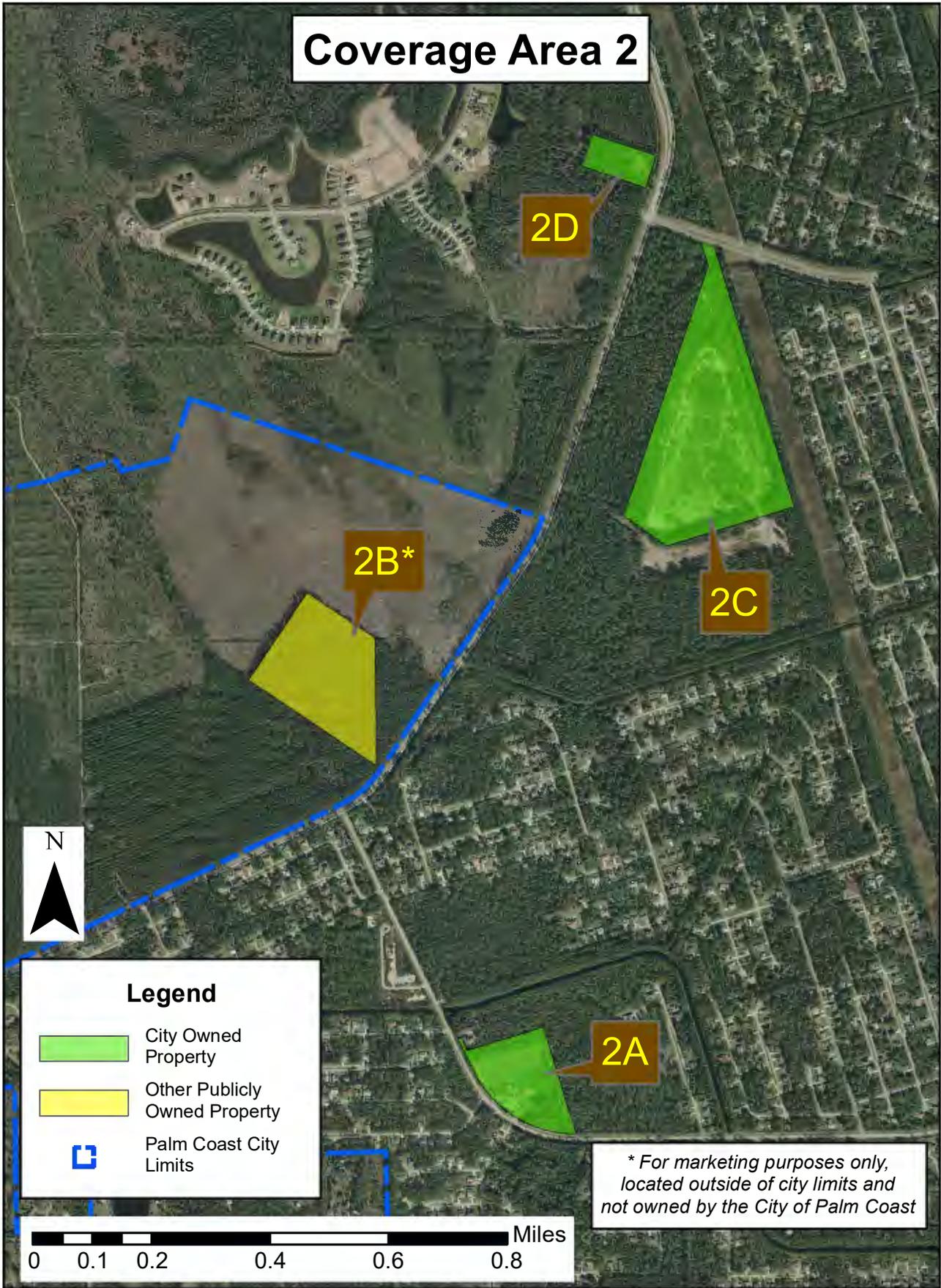


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Date: 1/4/2018

Coverage Area 2



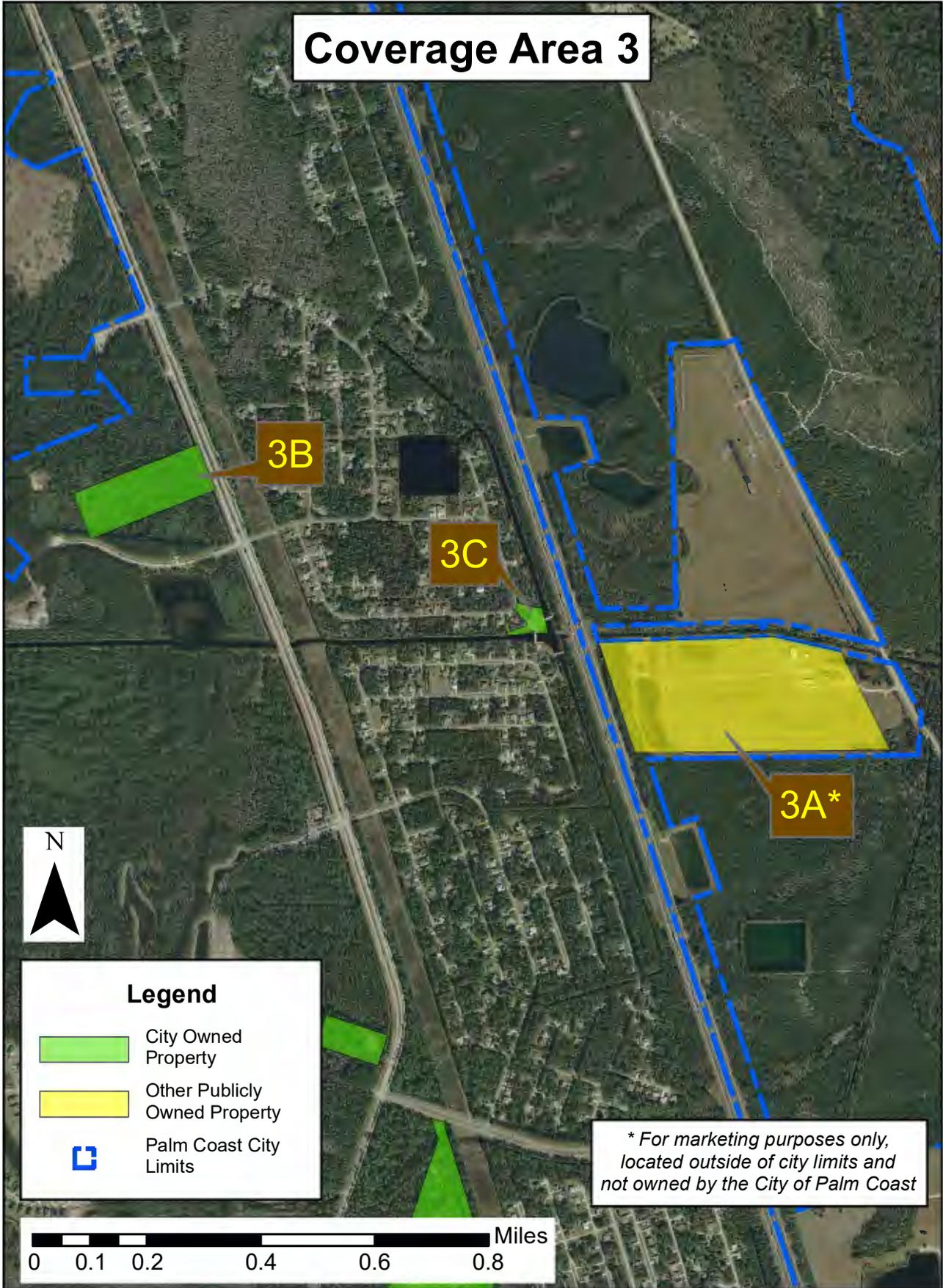
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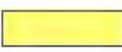
Map Provided by the GIS Division

Date: 1/4/2018

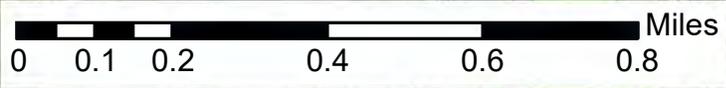
Coverage Area 3



Legend

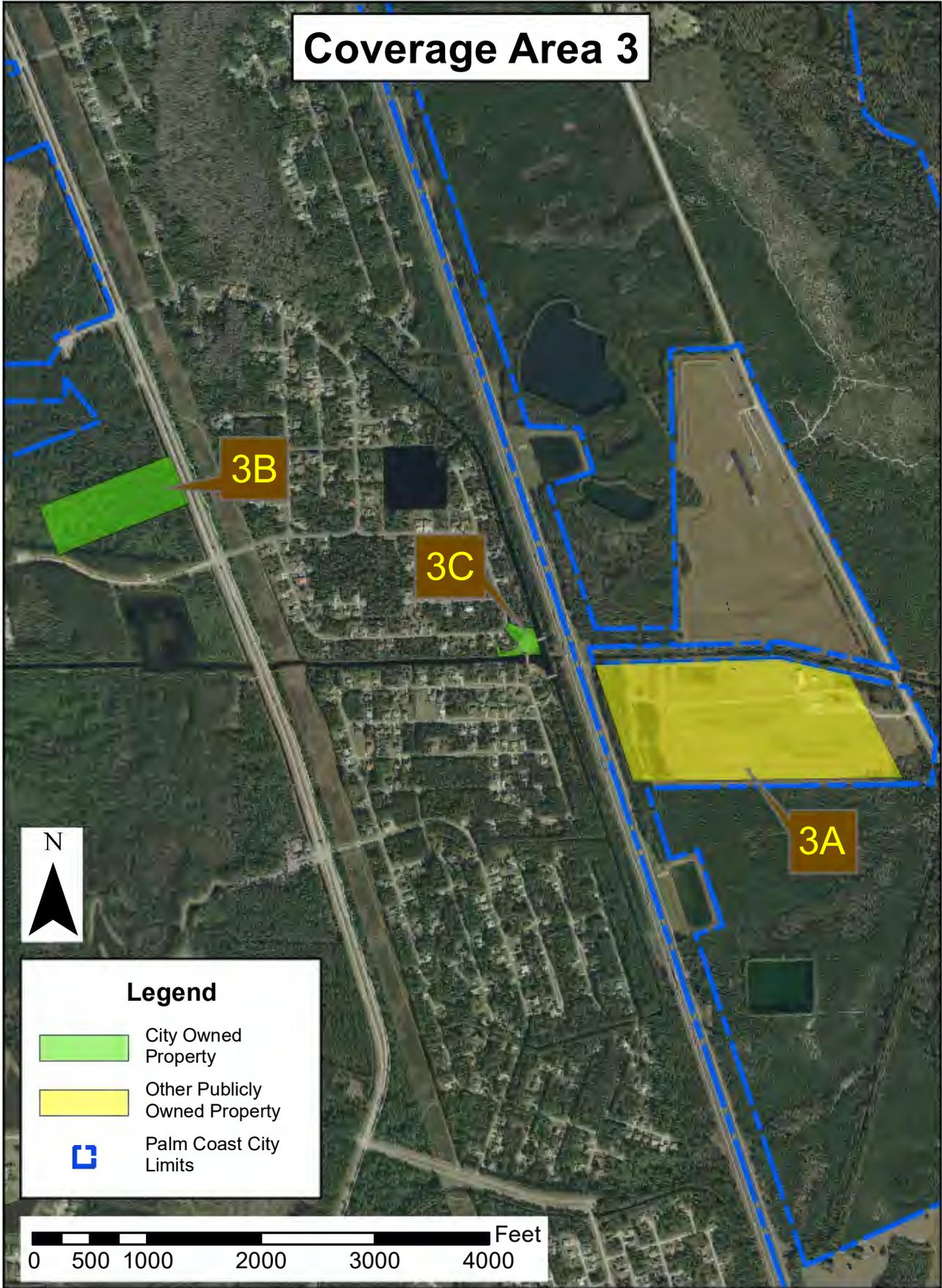
-  City Owned Property
-  Other Publicly Owned Property
-  Palm Coast City Limits

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Coverage Area 3



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Map Provided by the GIS Division

Date: 1/4/2018

Coverage Area 4



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Map Provided by the GIS Division

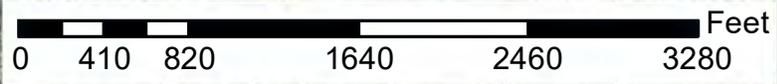
Date: 1/4/2018

Coverage Area 5



Legend

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



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Map Provided by the GIS Division

Date: 1/4/2018

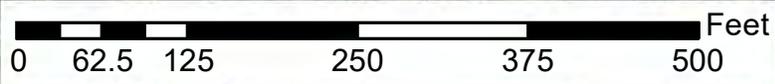
Coverage Area 6

6A



Legend

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



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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



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Map Provided by the GIS Division

Date: 1/4/2018

Coverage Area 8



** For marketing purposes only, located outside of city limits and not owned by the City of Palm Coast*

*** This parcel is owned by the City of Palm Coast and is outside of the city limits*

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Coverage Area 8



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Map Provided by the GIS Division

Date: 1/4/2018

Coverage Area 9

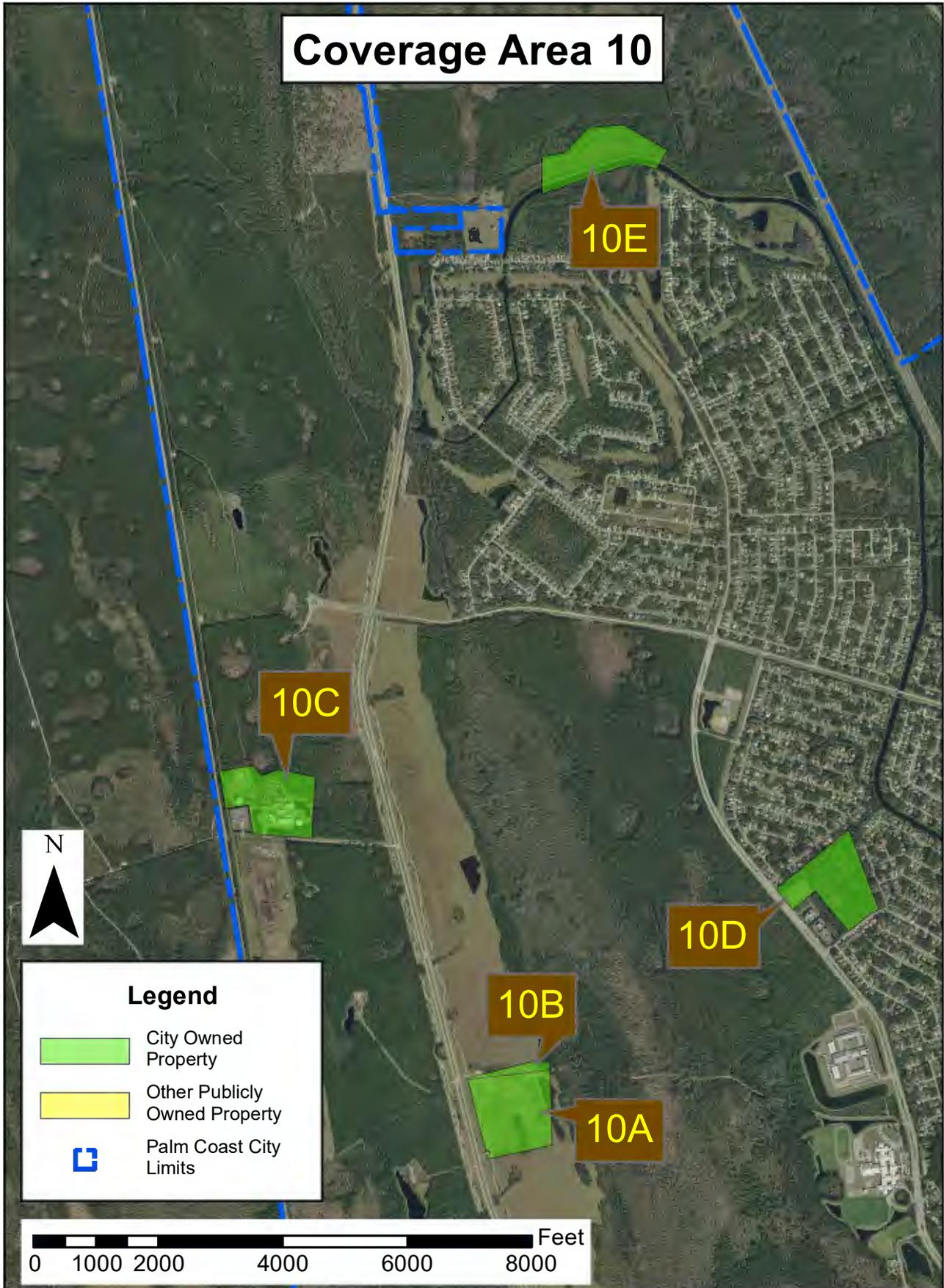


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Map Provided by the GIS Division

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 : 01/09/2018

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 :	<p>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.</p> <p>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.</p> <p>The proposed revisions to Section 4.20 of the City's Unified Land Development Code includes the following changes:</p> <ol style="list-style-type: none">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)	<u>P-L</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:

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)	<u>P-L</u>										

* * *

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.

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. 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. 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. 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).

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 Planning Manager 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. 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.

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.

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 Planning Manager 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 Planning Manager or designee.
- I. Sites within the Wireless Master Plan may utilize alternative compliance standards to access a WCF site, if approved by the Planning Manager 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 City Manager, 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 Sec. 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 Planning Manager 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 City Manager 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 Planning Manager 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[IM1]. 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 Planning Manager 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.

(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.
Multifamily Residential	Not permitted.
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.

E. *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 Sec. 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 collocations, 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 collocations, 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.

(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.

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 Planning Manager 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 City Manager 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 City Manager 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 City Manager 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.

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 Planning Manager 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, 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 Planning Manager 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. 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.

J. 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.

K. 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.

L. 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.

WCFs and equipment compounds shall be removed, at the owner's expense, within 180 days of cessation of use, unless the abandonment is associated with a replacement antenna structure as provided in Section 4.20.09, in which case the removal shall occur within 180 days of cessation of use. 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 antenna is not removed in accordance with the requirements of this section, the City may give notice that it will contract for removal within 60 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 180 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.

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 : 1/09/2018

Department PLANNING	Amount
Item Key	Account
	#
Subject ORDINANCE 2018-XX AMENDING CHAPTER 42 ARTICLE IV COMMUNICATION RIGHTS-OF-WAY	
Background : 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. 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. 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. 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. 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. 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

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 communication 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 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 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 of 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-~~114108~~.
- (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 ~~42-104~~105 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 communications facility 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.

- ~~(f) 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.~~

(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 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.

[(NH1)(5) 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.

(6) 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.

(7) 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.

(8) 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 City Engineer, 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-~~116110~~. - 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-~~117111~~. - 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—~~\$~~1,000,000.00 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.~~
- ~~(e) The indemnification requirements shall survive and be in effect after the termination or cancellation of a registration.~~

~~Sec. 42-113.119. – 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.~~ [NH2]

[NH3]

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. [NH4]

(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-~~123416~~. - 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-~~124117~~. - 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. 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. 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.

DRAFT

City of Palm Coast, Florida Agenda Item

Agenda Date: 1/09/2018

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 :	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>		
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



City of PALM COAST

Administrative Services & Economic Development
Central Services Division

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

NOTICE OF INTENT TO AWARD

Project: ITB-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 (bfaugout@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: 01/09/2018

Department	Public Works – Fleet	Amount	\$33,304.35
Item Key		Account #	65010071-064000
Subject	RESOLUTION 2018-XX APPROVING PIGGYBACKING THE NATIONAL JOINT POWERS ALLIANCE CONTRACT WITH ALAN JAY FLEET SALES FOR A FLEET REPLACEMENT VEHICLE		
Background :	<p>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.</p> <p>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.</p>		
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 National Joint Powers Alliance Contract with Alan Jay Fleet Sales for a Fleet Replacement Vehicle.		

RESOLUTION 2018-____
PIGGYBACKING NATIONAL JOINT POWERS ALLIANCE
WITH ALAN JAY FLEET SALES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE NATIONAL JOINT POWERS ALLIANCE 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 National Joint Powers Alliance 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 National Joint Powers Alliance 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 National Joint Powers Alliance Contract with Alan Jay Fleet Sales

Approved as to form and legality

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

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	13323-1
Corporate Office	2003 U.S. 27 South	MOBILE 863-381-3411	Mailing Address	P.O. BOX 9200
	Sebring, FL 33870	FAX 863-402-4221		Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
11/29/2017

QUICK QUOTE SHEET

REVISED QUOTE DATE
11/29/2017

REQUESTING AGENCY	PALM COAST, CITY OF		
CONTACT PERSON	ROGER LACHANCE	EMAIL	Rlachance@palmcoastgov.com
PHONE	386-986-2340	MOBILE	508-642-9937
		FAX	

NATIONAL JOINT POWERS ALLIANCE CONTRACT # 2018-120716-NAF www.NationalAutoFleetGroup.com

MODEL	F2A	MSRP	\$32,890.00
2018 FORD F-250 REGULAR CAB 2WD XL 8' BED 142" WB (F2A 600A)			
CUSTOMER ID	INSURANCE REPLACEMENT	NJPA PRICE	\$22,531.00

BED LENGTH **56" CA**

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
Z1 AS	OXFORD WHITE WITH STEEL VINYL 40/20/40 SPLIT BENCH SEAT	\$0.00
996 44S	6.2L EFI V8 ENGINE WITH 6-SPEED AUTOMATIC TRANSMISSION.	\$0.00
66D	DELETE PICK UP BOX: Deletes tie-down hooks, tailgate and 7/4 pin connector, Rear Bumper, Spare Wheel, Tire, Carrier and Jack. Incomplete vehicle package. Requires further manufacture and certification by a final stage manufacturer.	(\$500.00)
512	SPARE TIRE, WHEEL, CARRIER & JACK Spare tire is standard equipment; becomes optional when 66D pickup box delete is ordered. (Req's 66D)	\$290.00
52B	ELECTRIC BRAKE CONTROLLER	\$265.00
63R	REAR STABILIZER BAR	\$120.00
66S	FACTORY UPFITTER SWITCHES (REQUIRES 67E/67D ON 3/4-TON)	\$160.00
942	NON PROGRAMABLE DAYTIME RUNNING LIGHTS	\$42.00
96V	XL VALUE PACKAGE INCLUDES FRONT CHROME BUMPER, BRIGHT HUB COVERS & CENTER ORNAMENTS, AM/FM/CD/MP3, AND CRUISE CONTROL (REQUIRED FOR SYNC).	\$715.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
K696J	KNAPHEIDE SRW 8' UTILITY BODY PAINTED WHITE TO MATCH CAB OF TRUCK. (Includes box and bumper credit.)		\$5,300.00
HAUL T11USBB-1	Furnish and Install "Hauler Rack" Aluminum Rack on Regular Cab F-250 with 8' Utility Body (Knapheide SE)		\$1,277.69
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		\$1,639.05
MECH VISE	WILTON SHOP BENCH VISE 6" VISE AND BRACKET FOR KNAPHEIDE SERVICE BODY		\$417.16
BATT	ADDITIONAL BATTERY AND HOLDER UTILIZING OEM BATTERY TRAY UNDER HOOD OF GAS ENGINE VEHICLE.		\$724.25
WIRE	PROVIDE HD 4.0 GAUGE WIRING TO CURBSIDE FRONT COMPARTMENT FROM AUXILIARY BATTERY FOR CUSTOMER TO INSTALL 5000W INVERTER SAVED FROM PREVIOUS VEHICLE.		\$323.10
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.		\$0.00
EWD	EXTENDED WARRANTY DECLINED		\$0.00

CONTRACT OPTIONS **\$9,681.25**

TRADE IN

TOTAL COST

\$33,304.25

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY

1

\$33,304.25

Estimated Monthly payments for 60 months paid in advance: \$611.31

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY

Chris Wilson

FLEET SALES MANAGER

chris.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: 01/09/2018

Department UTILITY	Amount \$77,000.00
Item Key	Account # 54029083-063000-85005
Subject RESOLUTION 2018-XX APPROVING PIGGYBACKING THE CITY OF CLEARWATER CONTRACT WITH CONCRETE CONSERVATION, INC. TO PURCHASE WASTEWATER LINER SYSTEMS	
Background : <p>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>	
Recommended Action : Adopt Resolution 2018-XX approving piggybacking the City of Clearwater Contract with Concrete Conservation, Inc. to purchase wastewater liner systems.	

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





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 rehabiliitation.

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 \$

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.”**

<u>CONTRACTOR</u>	<u>SURETY</u>	<u>OWNER</u>
Concrete Conservation, Inc. 4527 Sunbeam Rd. Jacksonville, FL 32257	<u>Travelers Casualty &</u> <u>Surety Company of America</u> <u>1 Tower Square, S102A</u> <u>Haertford, CT. 06183</u> _____ _____	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.

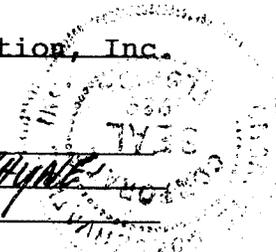
And the said Contractor and Surety hereby further bind themselves, their successors, heirs, executors, administrators, and assigns, jointly and severally, to repay the owner any sum which the Owner may be compelled to pay because of any lien for labor material furnished for the work, embraced by said 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: [Signature]
Print Name: SIMS RHYNE
Title: V.P.



ATTEST:

[Signature]
Print Name: William Goodman

WITNESS:

[Signature]
Print Name: Nancy O'Rourke
COUNTERSIGNED:

[Signature]
Print Name: LINDA E. Beasley

Travelers Casualty & Surety
Company of America
SURETY

By: [Signature]
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

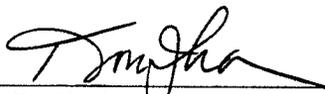
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing 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

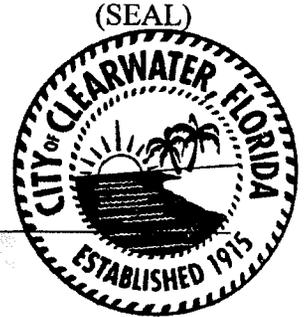
By: William B. Horne II.
William B. Horne, II
City Manager

Countersigned:

By: George N. 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: Simon Raynie
Print Name: Simon Raynie
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 as 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

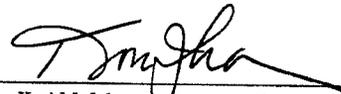
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing 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.

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.

[Signature]
Affiant

Sworn to and subscribed before me this 12th day of December, 2014.

[Signature]
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:

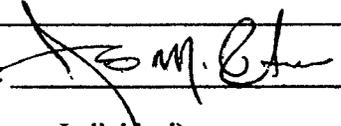
(If corporation, give the names and addresses of the President and Secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name but also the name of any person with whom bidder has any type of agreement whereby such person's improvements, 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:

James M. Hume, President 2555 County Rd 13 South, Elkton, FL 32033
Robert L. Klopferstein, Secty 209 S. Commox Ln, St. Augustine, FL 32095

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. 1 Date: 12/15/2014

Addendum No. 2 Date: 12/16/2014

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 2'-10' 10.1'-20' 20.1'-30'	EA	5 2 2	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
c. 10" Dia. Sanitary Sewer Mains 2'-10' 10.1'-20' 20.1'-30'	EA	5 2 2	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
d. 12" Dia. Sanitary Sewer Mains 2'-10' 10.1'-20' 20.1'-30'	EA	5 2 2	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
e. 15" Dia. Sanitary Sewer Mains 2'-10' 10.1'-20' 20.1'-30'	EA	5 2 2	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
f. 18" Dia. Sanitary Sewer Mains 2'-10' 10.1'-20' 20.1'-30'	EA	3 1 1	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
g. 21" Dia. Sanitary Sewer Mains 2'-10' 10.1'-20' 20.1'-30'	EA	3 1 1	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
h. 24" Dia. Sanitary Sewer Mains 2'-10' 10.1'-20' 20.1'-30'	EA	3 1 1	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
			TOTAL No. 2 \$ <u>0</u>	

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 > 15" Diameter	LF LF	3000 900	\$ _____ \$ _____	\$ _____ \$ _____

B. SEWER CLEANING AND TELEVISION 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 8"-10" Diameter 12"-15" Diameter 16"-24" Diameter 30"-36" Diameter	LF	50,000	\$ _____	\$ _____
		3,000	\$ _____	\$ _____
		4,000	\$ _____	\$ _____
		1,000	\$ _____	\$ _____
d. Root Removal 8"-10" Diameter 12"-15" Diameter 16"-24" Diameter 30"-36" Diameter	LF	500	\$ _____	\$ _____
		500	\$ _____	\$ _____
		500	\$ _____	\$ _____
		200	\$ _____	\$ _____
e. Easement access, additional 8"-10" Diameter 12"-15" Diameter 16"-24" Diameter 30"-36" Diameter	LF	50,000	\$ _____	\$ _____
		3,000	\$ _____	\$ _____
		4,000	\$ _____	\$ _____
		1,000	\$ _____	\$ _____
f. Tuberculation Cleaning 8"-10" Diameter 12"-15" Diameter 16"-24" Diameter 30"-36" Diameter	LF	1,000	\$ _____	\$ _____
		1,000	\$ _____	\$ _____
		1,000	\$ _____	\$ _____
		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

Handwritten: No Bid

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	_____	_____

Handwritten: Bid

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				
l. 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 CONSERVATON, 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.

[Faint, illegible text or signature]

City of Palm Coast, Florida Agenda Item

Agenda Date: 1/09/2018

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 :			
<p>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.</p> <p>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.</p> <p>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.</p>			
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:  Date: January 2, 2018
 Printed Name Donald Brown Title Project Manager

CITY OF PALM COAST APPROVAL

By: _____ Date: _____
 ASSED DIRECTOR OR DESIGNEE

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

Check = \$58,775.00

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															
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	7	18	41	3								69	\$7,795	\$112.97
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:			
OVERHEAD:	0%		\$7,795.00
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

Check = \$7,795.00

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
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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 **0**

Progress Meetings (if required by FDOT)	EA	0		0	0	
Phase Review Meetings	EA	0		0	0	

Total Meetings **0**

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

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
Progress Meetings	EA	0	0	0
Phase Review Meetings	EA	0	0	0
Total Meetings				0

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)									Establish property control utilizing GPS RTK. Horizontal geodetic control points will be set throughout the project limits as needed.
	2-Lane Roadway	Mile			0.00		0.00		0.00	
	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									Establish vertical control points. Set bench marks as needed throughout project limits, minimum 1 one each leg of the intersection.
	2-Lane Roadway	Mile			0.00		0.00		0.00	
	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									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.
		Mile	1.00	1.00	1.00	1.25	1.25	12.00	12.00	
27.04	Aerial Targets			Units/Day						N/A
	2-Lane Roadway	EA			0.00		0.00		0.00	
	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						Stake and reference Baseline Survey Points, Points set at centerline intersection and one (1) west on East Hampton Boulevard.
	2-Lane Roadway	EA			0.00		0.00		0.00	
	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	
		Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	N/A
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										
	Kickoff Meeting with FDOT	EA	0	0	0					
	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					

SPLS =
 PLS =
 Office Support =
 Total Hours = 69

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



City of PALM COAST

Administrative Services & Economic Development
Central Services Division

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

NOTICE OF INTENT TO AWARD

Project: 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: 1/09/2018

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 :	<p>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.</p> <p>This project is a City Council priority and is included in the FY 2017-2018 Capital Budget.</p> <p>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.</p> <p>City staff anticipate receiving the final Agreement from FDOT and will include in the agenda packet for the January 16th Business meeting.</p>	
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



Meeting Calendar for 1/9/2018 through 2/28/2018

1/9/2018 9:00 AM

City Council Workshop
City Hall

1/10/2018 6:30 PM

Leisure Services Advisory Committee
City Hall

1/16/2018 9:00 AM

City Council
City Hall

1/17/2018 5:30 PM

Planning & Land Development Regulation Board
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



Meeting Calendar for 1/9/2018 through 2/28/2018

2/7/2018 10:00 AM

Code Enforcement Board
City Hall

2/13/2018 9:00 AM

City Council Workshop
City Hall

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

#	Item	Title	Staff
		Business 1/16/2018	
1	Presentation	Check for Pink Army results	Boyer
2	Resolution	Belle Terre/SR 100 and Wellfield/US 1 Intersection Improvements	Castello/Cote
3	Resolution	Roadway Striping Services Agreement	Castello
4	Resolution	Design Signal Belle Terre/Market Ave	Castello/Cote
5	Resolution	LAP Agreement Lakeview Blvd	Cote
6	Ordinance	Update to the Third Amended and Restated Palm Coast Park DRI	Hoover
7	Presentation	Community Mental Health	School/Flagler Cares
		Workshop 1/30/2018	
1	Resolution	IA Flagler County Mala Compra Drainage	Blake/Flanagan
2	Resolution	Stormwater and Environmental Engineering Services WO	Cote/Peel
3	Resolution	Architectural Services Continuing Services Contracts	Cote
4	Resolution	FiberNet	Streichsbier
		Business 2/6/2018	
1	Resolution	IA Flagler County Mala Compra Drainage	Blake/Flanagan
2	Resolution	Stormwater and Environmental Engineering Services WO	Cote/Peel
3	Resolution	Architectural Services Continuing Services Contracts	Cote
4	Presentation	Health and Safety Calendar Contest	Mini
5	Resolution	FiberNet	Streichsbier
		Future	
1	Resolution	Annual Fire Inspection Fees	Alves
2	Resolution	WTP #1 Lime Sludge Removal, Hauling and Disposal	Adams
3	Resolution	WTP #1 Lime Slaking System Replacement	Adams
4	Resolution	Purchase/Installation Ozone Odor Control Unit WWTP #1	Blake
5	Resolution	Purchase/Installation Primary Clarifier Process Equipment WWTP #1	Blake
6	Resolution	Master Plan SCADA Telemetry Standarization	Adams/Hogan
7	Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
8	Ordinance	Charter Amendment Draft Ordinance (if any)	Council
9	Resolution	Property Exchange NECGA	Falgout
10	Resolution	Purchase Fire Truck	Forte
11	Ordinance 1st	Coastal Trace FLUM	Papa
12	Ordinance 1st	Coastal Trace Rezoning	Papa

13	Ordinance	Rezoning Roberts Rd - FL Landmark Communities Properties	Papa
14	Ordinance	Rezoning Roberts Rd - Tuesday Corporation Property	Papa
15	Ordinance	Rezoning Roberts Road - Smith Properties	Papa

City of Palm Coast, Florida Agenda Item

Agenda Date : 01/09/2018

Department CITY CLERK	Amount
Item Key	Account
	#
Subject ATTACHMENTS TO MINUTES	
Background :	
Recommended Action :	



Wireless Master Plan

January 9th, 2018



Diamond
Communications

Improve Wireless Service
Strategic Development
Generate Revenue



Rapid Demand Growth

+

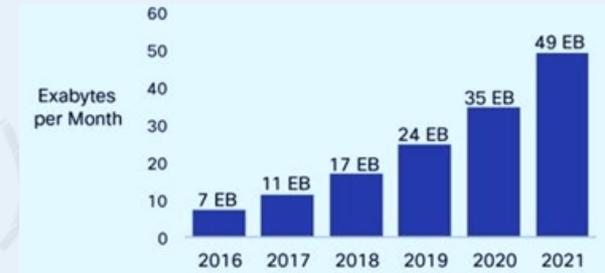
More Applications

+

Greater Dependency

=

Need for Improved Infrastructure



Coverage vs. Capacity

Macro Cell vs. Small Cell

Non-Concealed vs. Concealed

Full Array vs. Flush Mount

Tall vs. Short

Master Plan Wireless Solutions

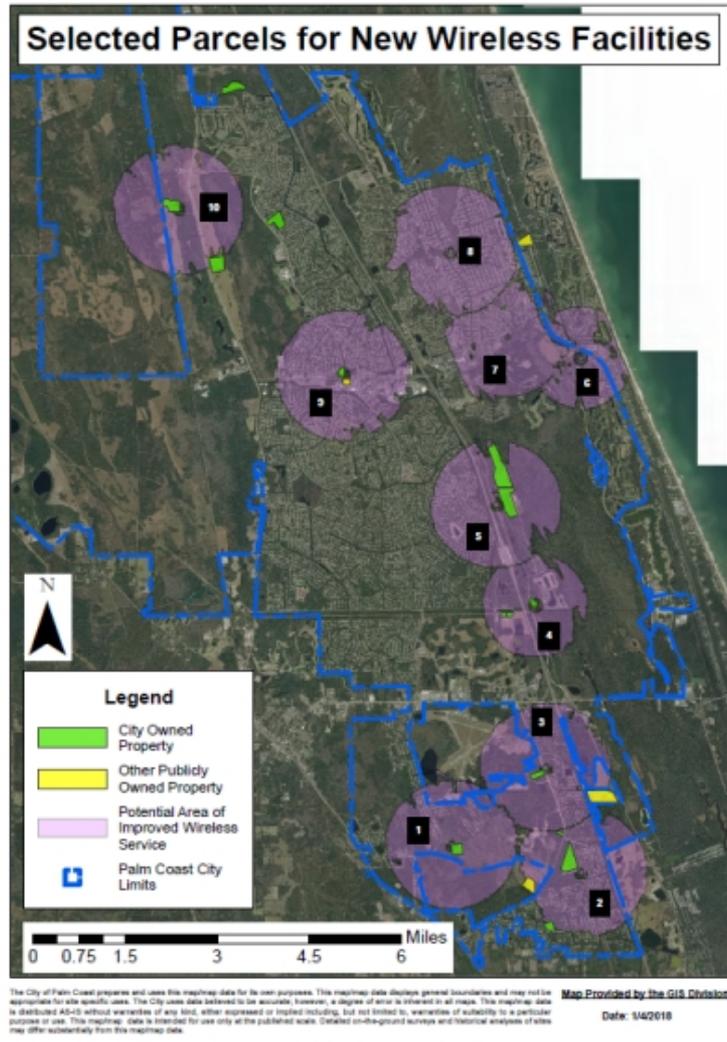
Current Coverage for One Carrier

Existing Tower Solutions

Service Gap Solutions for All Carriers



Wireless Master Plan



Identify Properties

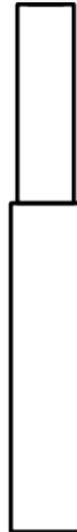
- Palm Coast Owned
- Location
- Size
- Setbacks
- Use
- Visual Impact



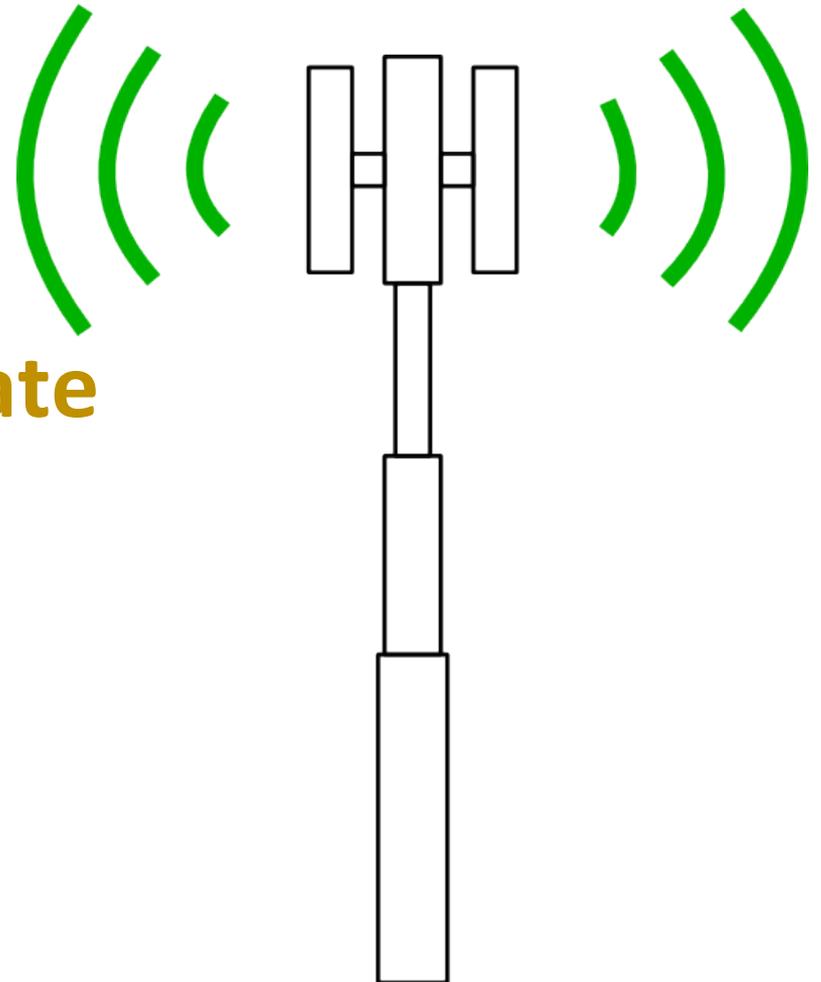
1. Inform



2. Collaborate



3. Execute



Proposed Wireless Communication Facilities Ordinance

January 9, 2018





Wireless Communications Facilities Ordinance

Times have changed since 2005

- 2005 YouTube was founded;
- Verizon acquired MCI;
- No Facebook or Twitter or iPhone or the advent of phone apps;
- Palm Coast had 52,000 people.
- Tablets not yet mainstream;
 - Kindle was launched in 2007;
 - iPad was launched in 2010.

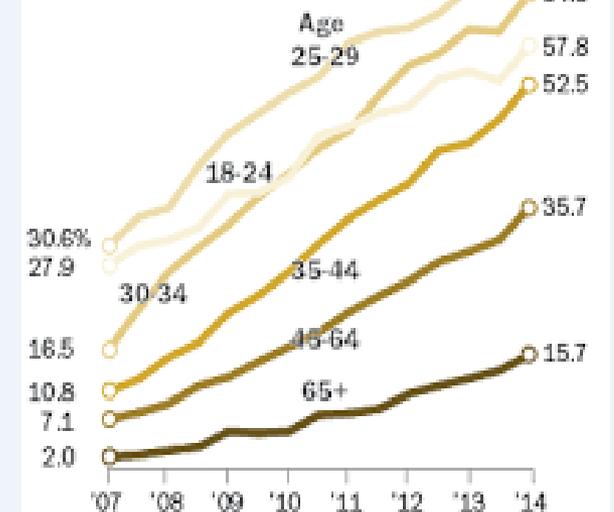
Wireless Communications Facilities Ordinance

Why Update the Ordinance?

- Decrease reliance on landlines, down to 49%;
- Demonstrated public safety and emergency need;
- Improve cell service for all carriers;
- More consistent user experience;
- Enhance economic base;
- Promote resiliency.

Percentage of Adults Living in Wireless-Only Households

By age bracket



“Good stay but bad cell phone reception!”



Review of Holiday Inn Express Palm Coast



Wireless Communications Facilities Ordinance

Key Ordinance Provisions

1. Supports an inventory of preferred City and public sites;
2. Administrative approval for WMP sites - other sites may apply as a Special Exception.
3. Maximum of up to 150 feet in height;
4. Includes a 150 foot setback from residentially zoned or platted property.
5. Monopole is preferred standard
6. Antenna array visibility???

Key Ordinance Provisions

1. Supports an Inventory of Preferred Sites

- City-owned property identified in the Wireless Master Plan;
- Other public property identified in the Wireless Master Plan;
- Other City owned or public property not identified in the Wireless Master Plan;
- Privately owned property not identified in the Wireless Master Plan.



Key Ordinance Provisions

1. Supports an inventory of preferred City and public sites;
2. Administrative approval for WMP sites - other sites may apply as a Special Exception.



Wireless Communications Facilities Ordinance

Key Ordinance Provisions

2. Administrative approval for WMP sites; other sites allowed with Special Exception approval;
 - Administrative approval streamlines and incentivizes WMP sites;
 - Expands the options available under current ordinance for non WMP sites;
 - Creates a consistent height standard for both options;
 - WMP sites will have lease provisions;
 - Special Exception sites may have conditions applied via S2.07 ULDC.

Wireless Communications Facilities Ordinance

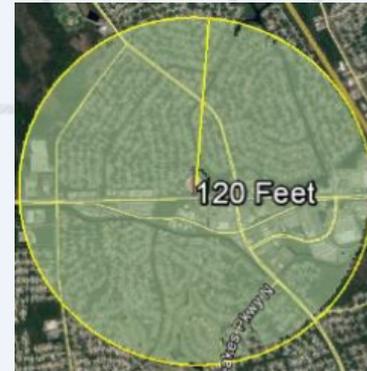
Key Ordinance Provisions

1. Creates an inventory of preferred City and public sites;
2. Administrative approval for WMP sites; other sites may apply as a Special Exception;
3. **Maximum of up to 150 feet in height;**

Wireless Communications Facilities Ordinance

Key Ordinance Provisions

3. Allows up to 150 feet in height.
 - Above the tree line;
 - Allows up to 4 carriers;
 - Allows the lowest collocation at 120 feet;
 - Efficient use of infrastructure;
 - Increases coverage;
 - 150 feet utilized for WMP model analysis.



Distance
Propagated: 1.2
Miles
Area Covered: 4.5 sq.
miles



Distance Propagated:
0.75 Miles
Area Covered: 1.76
sq. miles



Wireless Communications Facilities Ordinance

Key Ordinance Provisions

1. Supports an inventory of preferred City and public sites;
2. Administrative approval for WMP sites; other sites may apply as a Special Exception.
3. Maximum of up to 150 feet in height;
4. Includes a 150 foot setback from residentially zoned or platted property.



Key Ordinance Provisions

4. Includes a 150 foot setback from residentially zoned or platted property.

- Standard set for the Palm Coast Parkway Overlay;
- Wireless Master Plan sites do not include any residentially zoned properties;
- Ordinance does not permit towers in residential;
- Added safety component;
- Wireless Master Plan sites allow for an inventory of suitable solutions.

Wireless Communications Facilities Ordinance

Key Ordinance Provisions

1. Supports an inventory of preferred City and public sites;
2. Administrative approval for WMP sites; other sites may apply as a Special Exception.
3. Maximum of up to 150 feet in height;
4. Includes a 150 foot setback from residentially zoned or platted property;
5. Monopole is preferred standard.

Wireless Communications Facilities Ordinance

Key Ordinance Provisions

5. Monopole is preferred standard;
 - Monopoles are recommended in Wireless Master Plan;
 - Lattice and Guyed towers are prohibited;
 - Monopoles have a smaller footprint, more compact.

Monopole



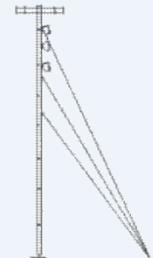
100–200 feet tall

Self-Supporting



100–400 feet tall

Guyed



100–2,150 feet tall



Wireless Communications Facilities Ordinance

Key Ordinance Provisions

1. Supports an inventory of preferred City and public sites;
2. Administrative approval for WMP sites; other sites may apply as a Special Exception;
3. Maximum of up to 150 feet in height;
4. Includes a 150 foot setback from residentially zoned or platted property;
5. Monopole is preferred standard;
6. **Antenna array visibility???**

Key Ordinance Provisions

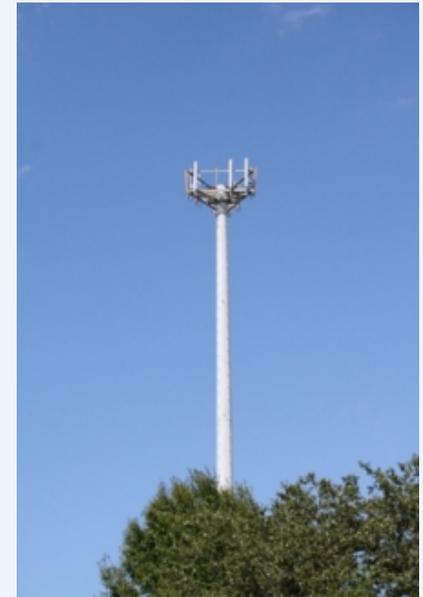
6. Antenna array visibility;
 - May be full array, flush mounted, or concealed.
 - Today's technology increasingly demands full array to meet coverage needs.



Wireless Communications Facilities Ordinance

Key Ordinance Provisions

6. Antenna Array Visibility



Wireless Communications Facilities Ordinance

Key Ordinance Provisions

6. Antenna Array Visibility



150 foot Diamond
monopole, St.
Augustine, FL



150 foot Diamond
monopine ,Palm
Bay, FL

Wireless Communications Facilities Ordinance

Key Ordinance Provisions

6. Antenna Array Visibility



Comparison of Existing and Proposed Ordinance

Existing Ordinances

- Predates our 2008 ULDC;
- Two locations - overlapping and conflicting;
- Very prescriptive;
- Out of date;
- No incentives.

Proposed Ordinance

- Consolidated to current ULDC, removes conflicting provisions;
- Establishes two clear pathways for a tower;
- Incorporate new legislative requirements;
- Update definitions;
- Incentivize development of new towers located on WMP sites;
- More flexible.

Proposed ROW Ordinance

January 9, 2018
FACT TEAM



Small Cell

Proposed ROW Ordinance

- Advanced Wireless Deployment Act -337.401 FS.
- Public right-of-way is valuable resource acquired and maintained for the long term benefit of community.
- Provides a process for the placement of micro wireless facilities and small cells in the public row.
- Proposed Ordinance protects the City's interests within the constraints of current Federal and State law.



Charter Review Facility Summary Report



Updated Schedule

August 8 th 9:00 AM	Workshop – Charter Review Process
August 11 th	Website Live
September 12 th 9:00 AM	Workshop - Public Input Shared with City Council
September 27 th 6:00 PM	Special Charter Workshop – MHS
October 4 th 6:00 PM	Special Charter Workshop – ITMS
October 18 th 6:00 PM	Special Charter Workshop – BTMS
October 26 th 6:00 PM	Special Charter Workshop – FPC
November 28th 9:00 AM <u>January 9th 9:00 AM</u>	Workshop – Facilitator Summary Report
December 12th 9:00 AM <u>February 13th 9:00 AM</u>	Workshop – Draft Ordinance (if applicable)
January 9th 9:00 AM <u>February 28th 9:00 AM</u>	Workshop – 2 nd Draft Ordinance (if applicable)
January 16th 9:00 AM <u>March 6th 6:00 PM</u>	Meeting – Ordinance 1 st Reading (if applicable)
February 6th 6:00 PM <u>March 21st 9:00 AM</u>	Meeting – Ordinance 2 nd Reading (if applicable)
November 6, 2018	General Election (if applicable)



Charter Amendment Options

- No Charter Amendments (No Local Ballot Question)
- Non-Substantive Changes (Single Ballot Question)
 - Clean Up (e.g. legal description)
- Substantive Changes (Each Separate Ballot Question)
 - Charter Review Process
 - Others??

**For consideration, ballot fatigue with State Constitution Ballot Questions



FACILITATOR SUMMARY REPORT



Overview

- Presentation summarizes full written report including full text of written citizen comments received
- Information organized by four public workshops held
- **Clean up suggestions highlighted in blue**
- Facilitator report and presentation provided to assist City Council in determining scope of charter amendments



September 27 - Sections 1-5

Facilitator Comments

- Format of charter
- Add a preamble
- Delete obsolete sections 1, 2, 5(1) 4.
- Revise Section 3 by adding a general boundary statement
- Add intergov't. relations to Sec. 4
- Add length of residency Sec. 5(1)
- Delete reference to initial term Sec. 5(2)(a)
- Delete reference to new council Sec.5(2)(c)
- Clarify Sec. 5(5)(a) about organizational meeting
- Delete salary amounts
- Add violation of charter as grounds for forfeiture
- Add language making Council the judge of qualifications



September 27 - Sections 1-5

Facilitator Comments

- Add length of time remaining in Mayor's term required for special election
- Allow Council to make investigations
- Require vote of majority of total Council to pass ordinance
- Add prohibition on holding other office or demanding appointment or removal
- Prohibit Council giving orders to employees under the city manager



September 27 - Sections 1-5

Public Comments

- Increase to 7 districts
- Lack of citizen committee
- No changes needed
- Council should not make investigations



October 4 - Sections 6-7

Facilitator Comments

- Add an option for hearing process for removal of city manager
- Add waiver of residency requirement for CM
- Add additional duties to city manager's role
- Add provision for acting city manager
- Add information on budget submission
- Revise limitation on contracting authority
- Add fiduciary oversight by Council
- Require independent audit



October 4 - Sections 6-7

Public Comments

- Extend timeframe for borrowing to 15 years
- Periodic cost of living increase for elected officials
- Include qualifications for elective office
- Add penalties for violating the charter
- Change form of government to Mayor-Council
- Require periodic change of independent auditor
- Trust Council to provide hearing process for CM removal
- Support residency requirement for CM
- Add auditor as charter officer



October 4 - Sections 6-7

Public Comments

- No need for fiduciary oversight by Council
- Interim CM process
- Increase size of Council
- If two council seats added should be at large
- Don't revise the charter



October 18 - Sections 8-9

Facilitator Comments

- Move information regarding election of Council & Mayor from Sec. 5 to Sec. 8 and revise to conform with state law
- Revise requirement for special election for Mayor due to vacancy
- Increase membership of canvassing board to three
- Delete 48 pages of city boundaries legal description



October 18 - Sections 8-9

Public Comments

- Require 1 year residency to run for office
- Give Council authority to direct CM to remove an employee
- Require Council approval of all expenditures not in budget
- Do not change quorum requirements
- Treat employees with respect
- Designate Supervisor of Elections responsible for conducting elections
- Move language regarding redistricting from Sec. 10 to Sec. 9
- Review process violates the charter
- Increase Council to 7



October 26 - Sections 10-12

Facilitator Comments

- Eliminate language about initial charter review and require review every 10 years by an advisory committee
- Change percent needed for initiative, referendum, and charter amendment to match State law
- Add detailed process for initiative and referendum
- Move Section 10 (4) (a-g), Reword Section 11, and Delete Section 12



October 26 - Sections 10-12

Public Comments

- Don't amend the charter
- Trust the citizens and appoint a charter committee
- Current process is working
- Fund a citizens' committee to review charter



Charter Amendment Options

- No Charter Amendments (No Local Ballot Question)
- Non-Substantive Changes (Single Ballot Question)
 - Clean Up (e.g. legal description)
- Substantive Changes (Each Separate Ballot Question)
 - Charter Review Process
 - Others??

**For consideration, ballot fatigue with State Constitution Ballot Questions



QUESTIONS



Executive Search Firm

For City Manager

Administrative Services and Economic Development



Schedule

August 29, 2018		RFP Timeline, Sample RFP's Provided
November/December		1:1 Meetings
December 12, 2017 <u>January 9, 2018</u>	City Council Workshop	Summary of 1:1 Meetings / Direction
January 9, 2018 <u>January 30, 2018</u>	City Council Workshop	Draft RFP
January 16, 2018 <u>February 6, 2018</u>	City Council Meeting	Final RFP
January 24, 2018 <u>February 14, 2018</u>		RFP Released / Ad Published
February 23, 2018 <u>March 16, 2018</u>		RFP Submission Deadline
March 9, 2018 <u>March 30, 2018</u>		Initial Scoring Due
March 20, 2018 <u>April 3, 2018</u>	City Council Meeting	Shortlist Firms
March 27, 2018 <u>April 10, 2018</u>	City Council Workshop	Presentations
April 3, 2018 <u>April 17, 2018</u>	City Council Meeting	Final Ranking
April 10, 2018 <u>April 24, 2018</u>	City Council Workshop	Draft Contract with Selected Firm
April 17, 2018 <u>May 1, 2018</u>	City Council Meeting	Final Contract with Selected Firm

Overview

- **Search Firm Feedback** divided into 4 Areas
 - Scope of Services
 - Requested Proposal (Solution)
 - Evaluation Criteria
 - Evaluation Process
- Feedback regarding City Manager Candidate Profile



Scope of Services

- Expert in local government recruitment who provides professional recruitment services.
- Collaborate with City Council to develop ideal qualifications, characteristics, skills, experience, and priorities for the City Manager
- Collaborate with City Council to develop realistic timeline and recruitment process
 - City Manager in place no later than August 2019 with appropriate “transition” period
- Recruitment should be nationwide
- City vision, goals, and budget to be included in the RFP



Requested Proposal (Solution)

- Proposal should include information regarding qualifications of personnel involved in search process
- Proposal should include demonstrated successful placements
 - Similar City size, budget, and functions
- Proposal should include proposed recruitment timeline and process consistent with Scope.
- Proposal should highlight any innovative techniques the firms uses to recruit, screen, and select candidates



Evaluation Criteria

- Evaluation criteria weighted towards firms that have:
 - Demonstrated successful placement of successful City Managers
 - Florida experience?
- Evaluation criteria weighted towards innovative firms
 - Innovative techniques, outside the box



Evaluation Process

- City Council serves as Evaluation Committee
 - Independent scoring using Bonfire tool
- City Council to shortlist and interview top firms



Feedback regarding City Manager Candidate Profile



- City Council provided variety of feedback regarding the ideal candidate profile
- Candidate profile to be determined in consultation with selected firm as part of scope of services



Next Steps

- City staff to develop draft RFP for City Council review and approval





THANK YOU

Questions?