

Beau Falgout

From: Beau Falgout <bfgout@palmcoastgov.com>
Sent: Friday, September 05, 2014 12:01 PM
To: 'Sally A. Sherman'
Subject: RE: Revised Airport ILA

Sally,

We will proceed with City Council public hearings, but we will not execute or record document until utility drawings are finalized and approved by the Utility Department. In addition, we will need to finalize the easement agreement. The City does not want to end up in the same situation as the Beachside Sewer project as months go by and the easement is still not recorded, when the Interlocal Agreement called for the easement to be completed within 30 days. I understand that the Utility Department has already provided comments and are awaiting final plans from the engineer, so this should not be a big hurdle. In addition, the Beachside Sewer Easement is with the Flagler County Attorney, so the ball is in the County's court to complete the easement agreement for this Interlocal Agreement.

During our discussions, I always raised issues with the exhibits to this agreement (not attached, incorrect, etc.). Since you already have materials delivered to the site and are ready to start construction, I don't think it's too much to ask to finalize the utility plans prior to execution of the Interlocal Agreement. I'm glad we are in the final stages of wrapping up this agreement and we will do our best to review and timely respond to the updated utility plans and easement agreement.

P.S. We will be discussing the agreement at City Council workshop this Tuesday.

Beau Falgout
City Administration Coordinator
City of Palm Coast
160 Cypress Point Pkway, Suite B-106
Palm Coast, FL 32164
Tel: 386-986-3796
www.palmcoastgov.com



From: Sally A. Sherman [mailto:ssherman@flaglercounty.org]
Sent: Thursday, September 04, 2014 5:53 PM
To: Beau Falgout
Cc: Stephen Flanagan
Subject: RE: Revised Airport ILA

Hi Beau:

According to the agreement:

"The COUNTY will construct or cause to be constructed the potable water and sanitary sewer service improvements as generally depicted on drawings shown in Exhibit "F" (hereinafter called the "Water and Sewer Improvements"). At no

time has discussions included requiring “the plans be approved by the Utility Department ” prior to the execution of the agreement.

As to the easement agreement, as discussed, I hope that we are still talking about the easement requirements depicted in the agreement language:

“The COUNTY agrees to provide the CITY with easements in a **form consistent with the easement grant form contained in the Beachside Sewer** Interlocal Agreement substantially similar to Exhibit “G”.

Please confirm. Thanks Sally

From: Beau Falgout [<mailto:bfalgout@palmcoastgov.com>]
Sent: Thursday, September 04, 2014 4:31 PM
To: Sally A. Sherman
Cc: Stephen Flanagan
Subject: RE: Revised Airport ILA

Sally,

Before the City executes, we will need the plans that are approved by the Utility Department attached, along with the easement agreement. We will still move forward with public hearing process. But just wanted to let you know.

Please coordinate with Steve on gaining utility approval. I understand they are awaiting revised plans based on previous comments.

Beau Falgout
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City of Palm Coast
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From: Sally A. Sherman [<mailto:ssherman@flaglercounty.org>]
Sent: Tuesday, September 02, 2014 2:47 PM
To: Beau Falgout
Subject: RE: Revised Airport ILA

Beau:

Attached is the new Exhibit F. Additionally, I have spoke with Al who is working with the City's legal counsel to finalize the Beachside Sewer Interlocal Agreement/Exhibit G.

I am confused by comment #6- going on your agenda "Please provide exhibits for review". As stated below, you are currently reviewing the Exhibits, with the exception of Exhibits F and G. Exhibit F is attached and upon completion of G, it will be forwarded.

Thanks Sally

From: Beau Falgout [<mailto:bfalgout@palmcoastgov.com>]
Sent: Tuesday, September 02, 2014 2:01 PM
To: Sally A. Sherman
Subject: FW: Revised Airport ILA

Sally,

This version is going in the agenda package on Thursday. Please let me know if there are any issues ASAP.

Beau Falgout
City Administration Coordinator
City of Palm Coast
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Palm Coast, FL 32164
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www.palmcoastgov.com



From: Beau Falgout
Sent: Tuesday, September 02, 2014 8:46 AM
To: 'Craig Coffey'
Cc: ssherman@flaglercounty.org; Jim Landon
Subject: Revised Airport ILA

Mr. Coffey,

Attached is the revised Interlocal Agreement based on our meeting this past Friday (marked and clean versions). We intend to schedule for City Council workshop on September 9, 2014, if feasible. Please note that we are currently reviewing the Exhibits one last time. I understand that Exhibits F and G will need to be revised based on latest versions.

Beau Falgout
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Beau Falgout

From: Beau Falgout <bfgout@palmcoastgov.com>
Sent: Wednesday, September 17, 2014 8:31 AM
To: ssherman@flaglercounty.org
Cc: Virginia Smith; Jim Landon; Stephen Flanagan; Richard Adams
Subject: Airport Interlocal Agreement
Attachments: image001.png; image002.png; image003.png; image004.png; image005.png; Interlocal Airport- Interlocal Agreement related to Airport - Final COPC CC Approved 9-16-14 with Attachments.pdf

Sally,

City Council approved the Interlocal Agreement yesterday 4-1. Attached is the final version approved. As discussed, the City will execute once the finalized plans and easement agreement are attached. I understand your engineer and Utility Department are working towards finalizing the plans. I understand the easement agreement is still with the County Attorney's Office.

Beau Falgout

City Administration Coordinator

City of Palm Coast

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www.palmcoastgov.com<<http://www.palmcoastgov.com/>>

[cid:image001.png@01CFD251.0D96E310]<<http://discoverpalmcoast.com/>>
[cid:image002.png@01CFD251.0D96E310]<<http://www.facebook.com/DiscoverPalmCoast>>
[cid:image003.png@01CFD251.0D96E310] <<http://twitter.com/#!/palmcoastnow>>
[cid:image004.png@01CFD251.0D96E310] <<http://www.pcma-tv199.org/>>
[cid:image005.png@01CFD251.0D96E310] <<http://www.youtube.com/watch?v=pYRP-NNzD3A>>

Beau Falgout

From: Beau Falgout <bfgout@palmcoastgov.com>
Sent: Monday, October 27, 2014 8:44 AM
To: 'Craig Coffey'; Sally A. Sherman
Cc: Jim Landon; Stephen Flanagan; Roy Sieger; Richard Adams; Albert J. Hadeed; wreichmann@orlandolaw.net
Subject: RE: Airport Interlocal Update

Mr. Coffey,

I am not quite sure why it is so difficult to finalize the utility plans, especially considering the construction materials are already delivered to the Site. I was very clear prior to taking the Interlocal Agreement to City Council that the exhibits would need to be finalized before execution. I made these same representations to Ms. Sherman and to City Council during adoption. City staff have gone above and beyond to try and assist the County in completing the exhibits. I will follow up with the City Attorney regarding the easement agreement. The Beachside Sewer Interlocal Agreement was approved in June 2012 and more than 2 years later, a mutually approved easement agreement has not been recorded. This is exactly why the City will not execute the Interlocal Agreement until the documents are finalized.

I do take offense to the mischaracterization in your email that issues are "being made up" and that "we are playing games" as I have been supportive of the Airport as an economic engine for Palm Coast. We are on the same team and would hope the County would want to have approved plans in place before starting a construction project. There are two parties to this agreement and the City has to ensure our assets (utility infrastructure) are designed and installed correctly, so that the rest of the rate payers are not burdened in the future with maintaining poorly designed and/or constructed infrastructure.

Lastly, City Council specifically asked staff to ensure the Airport was paid up on required capacity fees as per the previous Interlocal Agreement. I understand Utility Department staff met with the Airport Director regarding this outstanding issue.

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City Administration Coordinator
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From: Craig Coffey [<mailto:ccoffey@flaglercounty.org>]
Sent: Friday, October 24, 2014 1:24 PM
To: Beau Falgout; Sally A. Sherman
Cc: Jim Landon; Stephen Flanagan; Roy Sieger; Richard Adams; Albert J. Hadeed
Subject: RE: Airport Interlocal Update

Beau,

While I appreciate your email, the approved plans are not a condition of the signing of the interlocal agreement and is something that is being made up after the fact. The interlocal has language that provides for the City to approve the plans for the area before the point of demarcation. Those plans have to approved by the City, but there is no requirement to approve them before the signing of the interlocal agreement . The plans we currently have will suffice for the general layout/depiction.

With regard to the finalization of the easement, according to County Attorney that is hanging on one issue only and that is some new indemnification language that was added by the City Attorney late in the game. We understand otherwise that is final form and had everyone's concurrence. We have already sent this easement to our Board and much of the new indemnification language may be unnecessary or in some cases incorrectly shift burdens to the County. My understanding is that the City Attorney and County Attorney have had a brief conversation on this issue. It also my understanding from the County Attorney that the City Attorney, City Manager and Utility staff understand that ball is your court to make modifications to the previous changes to get this finalized and discuss attorney-to-attorney solutions. Again, this agreement provides for a general format as a sample, we can utilize the easement we have as the sample and if you want to put a note about indemnification having to be readdressed in the exhibit I am ok with that.

Please sign the interlocal, let's not play these games. We are on the same team let's get off to a good start on this interlocal.

Craig

From: Beau Falgout [<mailto:bfalgout@palmcoastgov.com>]
Sent: Friday, October 24, 2014 9:37 AM
To: Sally A. Sherman
Cc: Craig Coffey; Jim Landon; Stephen Flanagan; Roy Sieger; Richard Adams
Subject: Airport Interlocal Update

Sally,

I understand this topic came on Wednesday during Mr. Landon and Mr. Coffey's meeting. City staff are awaiting two key documents to execute the Interlocal Agreement: 1) Final Approved Plans for Water/Wastewater Improvements and 2) Final Easement Agreement from County Attorney's Office. Utility Department staff sent comments on the draft plans on August 8, 2014 and met with the engineers following those comments. We have not received the final plans as of yet. The final easement agreement is to be tailored after the Beachside Sewer Easement Agreement, which the City is also awaiting. In addition, I understand the Utility Department has met with Airport staff regarding outstanding capacity fees for the Airport and has another meeting setup to determine next steps. This is my understanding of the current status, if there is something needed from the City's end, please let me know.

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Beau Falgout

From: Stephen Flanagan
Sent: Friday, January 23, 2015 8:26 AM
To: Roy Sieger
Cc: Irma Velez; Beau Falgout; Richard Adams
Subject: FW: Flagler County Airport 2014 1-12-15REV
Attachments: Flagler County Airport 2014 1-12-15REV.pdf; ATT00001.htm

Roy –

Good News.

A credit on your monthly utility bill is being processed as we speak. See attached for detail on how it was determined. If you have any questions let Irma or I know.

In addition to that you will be soon receiving the updated Utility Agreement with an additional capacity cost request.

Please let us know if we can answer any questions. Looking forward to getting your/our project off and running finally.

Stephen Flanagan
Utility Development Manager
City of Palm Coast
2 Utility Dr.
Palm Coast, FL 32137
Tel: 386-986-2354
Mobile: 386-931-8010
www.palmcoastgov.com





Public Works Department /Utility Division

OK
1/23/15

Statement of Findings

Re: Flagler County Airport/Monthly bill proposed credit/capacity fee determination

These findings are part of an investigation into high bill complaints received from Flagler County for the Airport Facility account for high water/wastewater usage and billing experienced during the months of April 2014 thru July 2014. After discussions between County and City staff several actions took place that now lead to a proposed credit for a portion of charges in this billing period.

A recommendation was made by the city meter calibration vendor to install an air release valve in front of the magnetic flow meter. On July 11, 2014 the Air Release Valve was installed to prevent trapped air that might affect the accurate magnetic flow meter operation and then a meter calibration was performed by Central Florida Controls on July 15, 2014. The control box was replaced and wiring was cleaned, a smoke test was also performed within the Airport property and nothing was found to cause a large volume of water inflow concern.

After further discussions between the City and County, Pump Station run time readings kept by Flagler County were provided to our office for comparison with our utility billing records. An evaluation of average pumping rate (584 Gallons per Minute) was determined for the calendar year of 2013 based on County Pump run readings compared against City meter readings. Utilizing the County run time records for the period in question, staff calculated run times with the average pumping rate to determine a best estimate of actual waste water flow service. This resulted in a total recommended credit amount of \$7,688.84 for the period.

The City also ran an updated 12 month capacity evaluation of water and wastewater usage to determine if the County Airport Facility would need to purchase additional capacity. The 12 month usage for calendar year 2013 exceeds the 3,000 gallons per day(gpd) paid and reserved capacity as recorded in Utility Agreement #475 1/11/96 Official Record 0547 page 1019. Average water overage was 618 gpd and 2,383 gpd on wastewater. Additional capacity reserves are to be purchased in 1,000 gallon increments per agreement and those costs are:

Flagler County Airport Facility

Water	1,000 gpd	\$9,580.00
Wastewater	3,000 gpd	\$39,810.00.
Total		\$49,390.00

These costs and capacity reserves would be recorded as part of an updated utility agreement

FLAGLER COUNTY AIRPORT
Palm Coast Utility Billing Sewage Usage Charge Credit Analysis

Billing Period	Billed Gallons (Metered)	Billed Amount (based on meter reads)	Airport Pump Station (county) Pump #	Start	Close	Total Hrs	Calculated Gallons (1)	Gallons Credited (2)	Credit Amount (3)
6/12/14 to 7/11/2014	621000	\$ 3,589.38	1 2	476.4 398.1	480.5 401.4	4.1 3.3	259407.966	361,592	\$ 2,090.00
5/13/14 to 6/12/2014	909000	\$ 5,254.02	1 2	473.3 395.7	476.4 398.1	3.1 2.4	192803.218	716,197	\$ 4,139.62
4/11/14 to 5/13/2014	596000	\$ 3,444.88	1 2	468.3 390.9	473.3 395.7	5 4.8	343540.2793	252,460	\$ 1,459.22
3/12/2014 4/11/14 to	310000	\$ 1,791.80	1 2	463.8 386.6	468.3 390.9	4.5 4.3	308485.1487		
2/10/2014 3/12/2014	251000	\$ 1,450.78	1 2	460.4 383.2	463.8 386.6	3.4 3.4	238374.8876		
1/10/2014 2/10/2014	159000	\$ 919.02	1 2	457.7 380.6	460.4 383.2	2.7 2.6	185792.1918		

Recommended Credit **\$ 7,688.84**

(1) Calculated gallons based on pump run times at average gallons per minute for calendar year 2013 584.252176

(2) Gallons Credited based on metered gallons minus calculated gallons

(3) Credit amount based on Gallons Credited times the rate at the time of use at \$5.78 per 1000 gallons

Palm Coast Utility Billing Sewage Usage Charge

Meter Total Gals- Hrs X 60 mins X 445 GPM
 Meter Gals Cost- Gals X .00578

calculated gpm based on pc meter read vs. run time

Billing Date	FC Pump	Start	Close	Total Hrs	PC Total Gals	PC Charge	
12/9/13 to	1	455.5	457.7	2.2			
1/10/2014	2	378.5	380.6	2.1			
				4.3	145,000	\$ 838.10	562.0155
11/8/2013 to	1	452.6	455.5	2.9			
12/9/2013	2	375.8	378.5	2.7			
				5.6	167,000	\$ 965.26	497.0238
10/10/13 to	1	450	452.6	2.6			
11/8/2013	2	373.2	375.8	2.6			
				5.2	158,000	\$ 913.24	506.4103
9/10/13 to	1	446.6	450	3.4			
10/10/2013	2	370.6	373.2	2.6			
				6	255,000	\$ 1,473.90	708.3333
8/9/13 to	1	440.5	446.6	6.1			
9/10/2013	2	364.8	370.6	5.8			
				11.9	285,000	\$ 1,581.75	399.1597
7/11/13 to	1	437.6	440.5	2.9			
8/9/2013	2	362.6	364.8	2.2			
				5.1	114,000	\$ 632.70	372.549
6/12/13 to	1	435.2	437.6	2.4			
7/11/2013	2	360.7	362.6	1.9			
				4.3	141,000	\$ 782.55	546.5116
5/13/13 to	1	433	435.2	2.2			
6/12/2013	2	359	360.7	1.7			
				3.9	161,000	\$ 601.87	688.0342
4/10/13 to	1	430.2	433	2.8			
5/13/2013	2	356.8	359	2.2			
				5	207,000	\$ 771.63	690
3/13/13 to	1	428.5	430.2	1.7			
4/10/2013	2	355.2	356.8	1.6			
				3.3	137,000	\$ 509.28	691.9192
2/12/13 to	1	426.1	428.5	2.4			
3/13/2013	2	353.4	355.2	1.8			
				4.2	143,000	\$648.17	567.4603
1/16/13 to	1	424.5	426.1	1.6			
2/12/2013	2	352.1	353.4	1.3			
				2.9	136,000	\$ 447.55	781.6092
							584.2522 average gpm for the year

Beau Falgout

From: Sally A. Sherman <ssherman@flaglercounty.org>
Sent: Tuesday, January 27, 2015 10:36 PM
To: Beau Falgout
Subject: Re: Follow Up - Finish Line is Here

Beau

This email serves as confirmation in writing that the County will process an easement similar to the approved Beachside Sewer Easement contained in the original Beachside Sewer Interlocal Agreement and as also stated in the overall Interlocal agreement. Special attention will be given to ensure the indemnification language is what has been agreed to by both legal councils.

Additionally, I will ensure the appropriate fees are paid.

Thank you for your assistance on this matter. Have an excellent day. Sally.

Sent from Sally Sherman's iPad
Deputy County Administrator
Flagler County, Florida
386-313-4001

On Jan 27, 2015, at 12:16 PM, Beau Falgout <bfaalgout@palmcoastgov.com> wrote:

Sally,

Can you confirm in writing that the County will process an easement similar to the approved Beachside Sewer Easement contained in the original Beachside Sewer Interlocal Agreement (especially the indemnification language, which has caused some confusion between our attorneys) for both the Beachside Sewer and Airport Project? If so, I have attached the approved utility plans and approved easement to the Interlocal Agreement and we will execute the attached Interlocal Agreement for the Airport this week.

As discussed previously, we were awaiting these two documents prior to execution per our presentation and direction by City Council during the approval process.

In addition, my understanding is that once you pay the outstanding capacity fees (see attachment), the Utility Department will be able to sign off on the FDEP permit.

Beau Falgout

City Administration Coordinator

City of Palm Coast

160 Cypress Point Pkway, Suite B-106
Palm Coast, FL 32164

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<Interlocal Agreement with Exhibits.pdf>

<Flagler County Airport 2014 1-12-15REV.PDF>

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Beau Falgout

From: Melanie Kelly <mkelly@orlandolaw.net>
Sent: Monday, February 02, 2015 3:18 PM
To: Virginia Smith
Cc: Jim Landon; Beau Falgout
Subject: RE: Follow Up - Finish Line is Here

Virginia:

Heads up. Still not sure what we'll get back regarding indemnification term. Still no response from County Attorney.

Sincerely,

William E. Reischmann, Jr., Esquire

Melanie R. Kelly, Legal Assistant to:

William E. Reischmann, Jr., Esquire and
Gary M. Glassman, Esquire



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Orlando, Florida 32802-2873
Phone (407) 425-9566 x 106
Fax (407) 425-9596
Kissimmee (321) 402-0144
Cocoa & Viera (866) 425-9566
Website: www.orlandolaw.net
Email: mkelly@orlandolaw.net

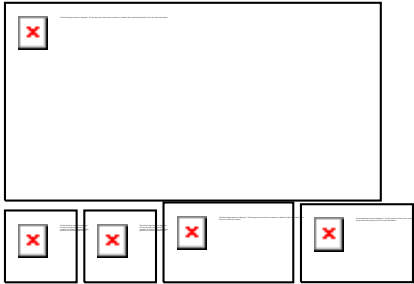
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From: Virginia Smith [mailto:vsmith@palmcoastgov.com]
Sent: Friday, January 30, 2015 10:33 AM
To: William Reischmann; Melanie Kelly; Beau Falgout
Subject: FW: Follow Up - Finish Line is Here

Bill this is the confirmation from Sally. See below.

Virginia Smith, CMC, CP
City Clerk/Paralegal
City of Palm Coast
160 Cypress Point Pkway, Suite B-106
Palm Coast, FL 32164
Tel: 986-3713
www.palmcoastgov.com



From: Beau Falgout
Sent: Wednesday, January 28, 2015 10:39 AM
To: Virginia Smith; Jim Landon
Subject: FW: Follow Up - Finish Line is Here

FYI

Beau Falgout
City Administration Coordinator
City of Palm Coast
160 Cypress Point Pkway, Suite B-106
Palm Coast, FL 32164
Tel: 386-986-3796
www.palmcoastgov.com



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Sent: Tuesday, January 27, 2015 10:36 PM
To: Beau Falgout
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Deputy County Administrator
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<<http://twitter.com/#!/palmcoastnow>> [cid:image004.png@01D03946.9A42D6F0]

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Beau Falgout

From: Jim Landon <JLandon@palmcoastgov.com>
Sent: Thursday, February 05, 2015 4:45 PM
To: Albert J. Hadeed
Cc: Melanie Kelly; Beau Falgout; Virginia Smith; Stephen Flanagan; Craig Coffey
Subject: Re: Palm Coast/Beverly Beach Utilities.

Al,

After reading your summary below regarding our proposed easement, City staff and our attorney have a different perspective on some of these issues. In lieu of continuing to go back and forth via emails, I believe it would be more productive for us all to sit down together and attempt to reach common ground so that we may conclude this matter and move forward. I will ask my assistant to contact your office to schedule a meeting at your office as soon as possible. Bill Reischmann is in town every Tuesday, so we will aim for a Tuesday meeting that works for you and County staff.

Jim Landon
City Manager
City of Palm Coast
160 Cypress Point Pkway, Suite B-106
Palm Coast, FL 32164
Tel: 386-986-3702
www.palmcoastgov.com

On Feb 4, 2015, at 7:13 PM, Albert J. Hadeed <ahadeed@flaglercounty.org> wrote:

I assume this gets to Bill. Sorry for the delay; I have really, really been swamped and actually still am. Anyway, I think there is a misunderstanding on this issue. The easement at issue is the interconnect. It pre-existed this change in the project scope for wastewater treatment in Palm Coast facilities. The project needed to use the pre-existing interconnect easement to accommodate the wastewater interconnect. This required more land area.

I had two ways to do it. Amend the existing interconnect easement to add the wastewater function and show additional "add on" land. It was not two rectangles that adjoined each other and I thought why have two documents to figure out the total easement was.

So I just wrote a cancellation of the pre-existing easement and at the same time wrote a new one that embraced the whole. I did not change any basic terms, except adding the wastewater function. I reordered some things and modernized the structure of the easement. Just for info I am attaching the pre-existing easement so you can view the language and see that the general terms with slight modifications were simply carried over.

Where that brings us today is that I put that replacement easement on the BCC agenda for approval sometime back and it was so approved. (Also the cancellation of the pre-existing easement, likewise approved.)

The language changes you want, which is to mimic the master pump station, means I have to go back to the BCC. It isn't a scrivener error thing or even a conforming intent change. And, to boot, the master pump station does not have a true indemnity to copy actually.

What I can do without going back to the BCC is to add the clause subject to 768 where I had indicated in a previous email.

There is an important distinction with the interconnect parcel. We will not be operating within it. It is for the city's use and you will be the ones handling that property. Plus it has an outfall pretty directly into surface waters that drain into the Intracoastal.

Thus, in my mind I do not see the rationale to mimic what is in the master pump station on liability since at that property we will be operating a park. Although a contamination risk is present, it is some distance from the Intracoastal and you will have more contact with that property to better assure the plant is not at risk of contaminating the Intracoastal. Anything short of contaminating the Intracoastal involves a clean up of soils. And we will be there operating the park to note any unusual conditions that may need to be addressed by your utility folks.

Hope this helps and thank you for taking this info into account.

From: Melanie Kelly [<mailto:mkelly@orlandolaw.net>]
Sent: Wednesday, January 21, 2015 2:24 PM
To: Albert J. Hadeed
Cc: Beau Falgout (bfaalgout@palmcoastgov.com); Jim Landon (JLandon@palmcoastgov.com); Virginia Smith (vsmith@palmcoastgov.com); Stephen Flanagan
Subject: Palm Coast/Beverly Beach Utilities.

Al:

I'm trying to wrap this up. This is related to that easement that you and I spoke about on the phone last month and which we were trying to reach a consensus on simplifying the language regarding indemnification. My suggestion is that the City and the County agree to use the language contained in Exhibit C to the Flagler County and City of Palm Coast Interlocal Agreement for Wastewater Services (attached) regarding indemnification.

This would seem to be the most appropriate solution as this indemnification language was previously approved on several occasions by the County and by the City and this easement is comparable, i.e. Exhibit C is for the Wastewater Pump Station associated with the same project. It would seem that if that indemnification language is satisfactory for the County for the pump station that it would be equally satisfactory to the County for this easement dealing with the connection of the parties' utilities involving that same pump station.

Please let me know.

Sincerely,

William E. Reischmann, Jr., Esquire
City Attorney

Melanie R. Kelly, Legal Assistant to:
William E. Reischmann, Jr., Esquire and
Gary M. Glassman, Esquire

<image001.gif>
111 North Orange Avenue
Suite 2000
P.O. Box 2873
Orlando, Florida 32802-2873
Phone (407) 425-9566 x 106
Fax (407) 425-9596
Kissimmee (321) 402-0144
Cocoa & Viera (866) 425-9566
Website: www.orlandolaw.net
Email: mkelly@orlandolaw.net

Any incoming e-mail reply to this communication will be electronically filtered for "spam" and/or "viruses." That filtering process may result in such reply being quarantined (i.e., potentially not received at our site at all) and/or delayed in reaching us. For that reason, we may not receive your reply and/or we may not receive it in a timely manner. Accordingly, you should consider sending communications to us which are particularly important or time-sensitive by means other than e-mail.

Confidentiality Note: This e-mail, and any attachment to it, contains privileged and confidential information intended only for the use of the individual(s) or entity named on the e-mail. If the reader of this e-mail is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that reading it is strictly prohibited. If you have received this e-mail in error, please immediately return it to the sender and delete it from your system. Thank you .

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<Existing Easement at Island Estates A1A.pdf>

Beau Falgout

From: Craig Coffey <ccoffey@flaglercounty.org>
Sent: Tuesday, February 10, 2015 12:54 PM
To: Jim Landon
Cc: Kendra Iannotti; Christie L. Mayer; Albert J. Hadeed; William Reischmann; Beau Falgout; Stephen Flanagan; Richard Adams; Sally A. Sherman; Roy Sieger
Subject: RE: Hadeed - County Easements & Interlocal Agreement Mtg Tuesday at 2:30

I appreciate that, unfortunately our Airport Director has an appointment at 2pm with the Army National Guard coming from St. Augustine. I will ask that Christie and Kendra get something set up next week. thanks Craig

From: Jim Landon [JLandon@palmcoastgov.com]
Sent: Tuesday, February 10, 2015 9:20 AM
To: Craig Coffey
Cc: Kendra Iannotti; Christie L. Mayer; Albert J. Hadeed; William Reischmann; Beau Falgout; Stephen Flanagan; Richard Adams; Sally A. Sherman; Roy Sieger
Subject: Re: Hadeed - County Easements & Interlocal Agreement Mtg Tuesday at 2:30

Up to you. Just trying to be accommodating.

Jim Landon
City Manager
City of Palm Coast
160 Cypress Point Pkway, Suite B-106
Palm Coast, FL 32164
Tel: 386-986-3702
www.palmcoastgov.com

> On Feb 10, 2015, at 8:24 AM, Craig Coffey <ccoffey@flaglercounty.org> wrote:
>
> Jim,
>
> I have never requested or suggested a meeting with attorneys for the utility capacity fees, so I am unsure why you would raise that issue. I learned about the Tuesday meeting that was planned by you at 1:30 yesterday via your email.
>
> Although Sally and I will be over there for ethics training this is very short notice. I will have to check and see if everyone doesn't have other commitments scheduled after the training or in the case of the Airport Director which is not at the ethics training he can make it.
>
> I should be able to get right back to you.
>
> Craig
>
> -----Original Message-----
> From: Jim Landon [mailto:JLandon@palmcoastgov.com]
> Sent: Monday, February 9, 2015 5:54 PM
> To: Craig Coffey
> Cc: Kendra Iannotti; Christie L. Mayer; Albert J. Hadeed; William Reischmann; Beau Falgout; Stephen Flanagan; Richard Adams; Sally A. Sherman
> Subject: RE: Hadeed - County Easements & Interlocal Agreement Mtg Tuesday at 2:30
>
> Craig,
>

> I have attached my email to Mr. Hadeed requesting that we all meet to work out the details. After this email I asked Mr. Reischmann to discontinue direct communication with Mr. Hadeed as it seems unproductive. In lieu of meeting, I will prepare and send to you an easement that is consistent with the doc attached our Beverly Beach ILA for you to take to the BoCC. If my proposal is unacceptable we will wait for you all to schedule a meeting to work out an agreement.

>
> In my opinion, we do not need attorneys to work out the utility capacity fees. As stated in my earlier email to you in response to your request, we will be prepared to discuss the fees at 2:30 tomorrow after the training.

>
> Jim Landon
> City Manager
> City of Palm Coast
> 160 Cypress Point Pkway, Suite B-106
> Palm Coast, FL 32164
> Tel: 386-986-3702
> www.palmcoastgov.com

> -----Original Message-----

> From: Craig Coffey [mailto:ccoffey@flaglercounty.org]
> Sent: Monday, February 09, 2015 4:50 PM
> To: Jim Landon
> Cc: Kendra Iannotti; Christie L. Mayer; Albert J. Hadeed
> Subject: RE: Hadeed - County Easements & Interlocal Agreement Mtg Tuesday at 2:30

>
> Jim,
>
> Al is not going to the ethics training tomorrow (He did not attend session one). He is tied up in the many ethics case responses/deadlines from our former SOE and her friends. He is waiting on Mr. Reischman to call and believes he can get it worked out with him without a meeting once he reads what he sent and they can go over it.

>
> So I would put it off another Tuesday to see if something can be worked out. We can keep that meeting either way to solve the other issue. I was not aware tomorrow was being set up until I received your email at 1:30pm.

>
> Craig
>
>
> -----Original Message-----
> From: Jim Landon [mailto:JLandon@palmcoastgov.com]
> Sent: Monday, February 9, 2015 1:25 PM
> To: Craig Coffey
> Cc: Kendra Iannotti
> Subject: Fwd: Hadeed - County Easements & Interlocal Agreement Mtg Tuesday at 2:30

>
> Craig,
>
> It is my understanding that Al Hadeed has not confirmed that he is able to attend our meeting tomorrow at 2:30 p.m. in my conference room after our open government training. If it is helpful, Mr. Hadeed can joins us via a conference phone at 2:30. p.m.

>
> At this point, I do not believe it would be of any value to meet unless all of the necessary parties are present. So, if Mr. Hadeed cannot make our scheduled meeting tomorrow afternoon, I will ask Kendra to work on scheduling another Tuesday meeting when our attorney is in town. Let us know if we can keep our schedule tomorrow or if Kendra needs to work on a new meeting date.

>
> Jim Landon
> City Manager
> City of Palm Coast
> 160 Cypress Point Pkway, Suite B-106

> Palm Coast, FL 32164
> Tel: 386-986-3702
> www.palmcoastgov.com<<http://www.palmcoastgov.com>>
>
> Begin forwarded message:
>
> From: Kendra Iannotti <kiannotti@palmcoastgov.com<<mailto:kiannotti@palmcoastgov.com>>>
> Date: February 9, 2015 at 11:30:24 AM EST
> To: Jim Landon <JLandon@palmcoastgov.com<<mailto:JLandon@palmcoastgov.com>>>
> Subject: Hadeed - County Easements & Interlocal Agreement Mtg Tuesday at 2:30
>
> Mr. Landon,
>
> I have contacted Mr. Hadeed's office both on Friday and today and am not able to receive confirmation that he can attend a meeting with City and County staff tomorrow afternoon. On Friday his office advised Mr. Hadeed's schedule looked clear, but to date, they have not been able to confirm that. Can you please advise how I should proceed with scheduling this meeting?
>
> Thank you,
>
> Kendra Iannotti
>
> Executive Assistant to the City Manager
>
> City of Palm Coast
>
> 160 Cypress Point Pkway, Suite B-106
> Palm Coast, FL 32164
>
> Tel: 386-986-3710
>
> Fax: 386-986-4775
>
> www.palmcoastgov.com<<http://www.palmcoastgov.com>>
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> [cid:image005.png@01D0445B.B01456A0] <<http://www.youtube.com/watch?v=pYRP-NNzD3A>>
>
> PLEASE NOTE: Florida has a very broad public records law.
>
> Most written communications to or from City of Palm Coast
>
> officials and employees regarding public business are public
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>
> Your e-mail communications may be subject to public disclosure.
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records available to the public and media upon request.

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Beau Falgout

From: Jim Landon
Sent: Thursday, February 19, 2015 8:31 AM
To: ccoffey@flaglercounty.org
Cc: Beau Falgout; Sally Sherman (ssherman@flaglercounty.org); Virginia Smith
Subject: easements
Attachments: Utility Interconnect Easement WR Option 1.docx; Utility Interconnect Easement WR Option 2.docx; Exhibit A and B County Easement.pdf

Mr. Coffey,

I am following up regarding the outstanding easements for the Beachside Sewer Project and Airport. The Beachside Sewer Interlocal Agreement contained the only easement approved by both the City and County. Subsequently, the County approved and the City accepted an easement for the Beachside Master Pump Station consistent with the Interlocal Agreement. I hope we can continue that intergovernmental cooperation and expeditiously resolve the Beachside Sewer Interconnect Easement and Airport Easement issues as well.

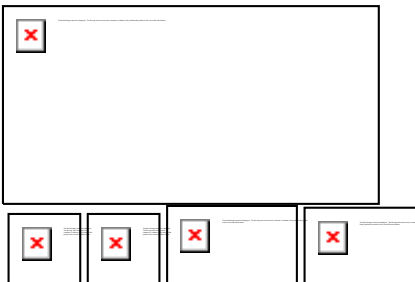
The Beachside Sewer Interconnect was previously addressed in a an easement between Florida Water Services, a private entity and Flagler County. The Flagler County BOCC terminated this easement and approved a modified easement without City review or approval. This easement is not acceptable to the City, as it is crafted for a private entity and not consistent with the only easement approved by both City Council and the Flagler County BOCC. Attached is a marked up version of the modified easement that would be acceptable to the City.

If this marked up version of the modified easement is not acceptable, I propose we use the approved easement contained in the Beachside Sewer Interlocal Agreement with only minor changes to reflect the subject project and property. Attached is a marked up version consistent with the Beachside Sewer Interlocal Agreement for your consideration.

For the Airport Project, I propose we use the approved easement contained in the Beachside Sewer Interlocal Agreement as well with only minor changes to reflect the subject project and property. This is consistent with the Airport Interlocal Agreement and attachments approved by City Council and awaiting execution.

I know both City and County staff are ready to wrap up these important projects. I hope these proposals can put an end to the stalemate over legalese language that has delayed resolution of these projects. If these documents must be approved by the BOCC, please let me know if you would like a City representative to attend the meeting when they are being considered.

Jim Landon
City Manager
City of Palm Coast
160 Cypress Point Pkway, Suite B-106
Palm Coast, FL 32164
Tel: 386-986-3702
www.palmcoastgov.com



Beau Falgout

From: Craig Coffey <ccoffey@flaglercounty.org>
Sent: Wednesday, March 04, 2015 3:50 PM
To: Jim Landon
Cc: Beau Falgout; Stephen Flanagan; Richard Adams; Sally A. Sherman; Roy Sieger
Subject: RE: airport agreement

Jim,

I am looking for the City to sign the FDEP application documents for the water and sewer extensions to start that process. This is getting critical and the issues your are holding them up for are unrelated. We have approved plans and as a customer you holding us up unnecessarily, essentially denying service, that is needed to serve businesses on that side of the airport. Whatever you can do on this issue would be greatly appreciated.

I will copy Roy on this email so he can respond to anything that is needed from him. On the easement I have made no progress as Mr. Hadeed daughter's had a bad traffic accident and he has been out since last Friday.

We are looking forward to wrapping these items up as well and hopefully that will happen soon. Last week I thought went well and we are making progress, albeit slowly.

Craig

Craig M. Coffey
Flagler County Administrator
1769 East Moody Blvd., Building 2
Bunnell, FL 32110
Phone: (386) 313-4001; Fax (386) 313-4101



From: Jim Landon [mailto:JLandon@palmcoastgov.com]
Sent: Wednesday, March 4, 2015 3:02 PM
To: Craig Coffey
Cc: Beau Falgout; Stephen Flanagan; Richard Adams
Subject: airport agreement

Craig,

I understand that you are looking for an update on our airport agreement. It is my understanding that Utility is still waiting for information from Roy to finalize our water/sewer numbers. We are also waiting to hear back from you about our proposed easement documents. I can assure you I am very anxious to get this behind us so that we can move on. Whatever you can do to help would be appreciated.

Jim Landon
City Manager
City of Palm Coast
160 Cypress Point Pkway, Suite B-106
Palm Coast, FL 32164
Tel: 386-986-3702
www.palmcoastgov.com

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Beau Falgout

From: Jim Landon
Sent: Wednesday, March 04, 2015 5:40 PM
To: Richard Adams; Stephen Flanagan
Cc: Beau Falgout; Craig Coffey
Subject: Re: airport agreement

Steve/Richard, get with Roy and get this worked out.

Jim Landon
City Manager
City of Palm Coast
160 Cypress Point Pkway, Suite B-106
Palm Coast, FL 32164
Tel: 386-986-3702
www.palmcoastgov.com

On Mar 4, 2015, at 4:59 PM, Craig Coffey <ccoffey@flaglercounty.org> wrote:

Jim,

With regard to Water and Sewer - I have checked with Roy and there is not anything on end that you are waiting from us on that we know of. I believe your folks were going to look at the six most recent months with the correct meter and calculate that to eliminate the overcharges of the three months before the meter was repaired. We were going to forgo what appeared to be years of overcharges in exchange for working together to resolve this issue. These were calculations your team was going to do and then the paperwork and memo and credit was going to be refined to reflect this.

There was not going to be any sewer capacity charges owed once the recent six months with the correct meter was evaluated. The sewer capacity was likely only necessary because of the faulty meter and not actually usage. We did discuss that future projects may require us to buy more capacity and that we would likely start buying this periodically as part of our budget process. We would ask you to send us a bill when we requested that.

Per the numbers, we were just over on water usage by several hundred gallons and we agreed to buy another 1,000 gallons now. We asked for a bill to be sent to us for that and we said we would process that right away. A bill for this was going to be sent by your team. We were going to take out the construction usage and in the future our construction meter usage was going to be provided to you so

that it not perceived as part of the ongoing capacity need. This was consistent with like customers and not charging capacity charges for temporary usage.

We asked for some estimates from your folks to camera our sewer collection system. Most of it is modern since 2004 but to reassure everyone that our “I and I” does not exist we may want to use this as a follow-up to compliment the positive smoke tests we have already had. If we cannot afford to do it all at once we could hopefully do it in sections. Again your folks were going to the estimates for us to look at for this upcoming budget cycle.

Lastly, we asked to remove the sewer meter altogether as it was based on an old premise and we the only customer that was only such a system. With a faulty meter we did not have a real mechanism to refute improper charges as we can always get accused of “I and I”. You indicated you may not be ready to go there. If we cannot get the meter system removed as the only customer with this setup I asked that you work with us on a protocol/policy going forward so we don’t have to unfairly pay tens of thousands of dollars should a future situation arise, which is what I believe has occurred in this situation. Again we were looking to move forward to avoid a future problem when this meter goes bad sometime in the future.

Sorry to go through all those boring details. But I don’t know of anything you are waiting on us for based on our understanding of the meeting. If we do need to provide something please let me know.

Craig

From: Jim Landon [<mailto:JLandon@palmcoastgov.com>]
Sent: Wednesday, March 4, 2015 3:02 PM
To: Craig Coffey
Cc: Beau Falgout; Stephen Flanagan; Richard Adams
Subject: airport agreement

Craig,

I understand that you are looking for an update on our airport agreement. It is my understanding that Utility is still waiting for information from Roy to finalize our water/sewer numbers. We are also waiting to hear back from you about our proposed easement documents. I can assure you I am very anxious to get this behind us so that we can move on. Whatever you can do to help would be appreciated.

Jim Landon

City Manager
City of Palm Coast
160 Cypress Point Pkway, Suite B-106
Palm Coast, FL 32164
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Beau Falgout

From: Irma Velez
Sent: Friday, March 13, 2015 3:49 PM
To: rsieger@flaglercounty.org
Cc: Jim Landon; Richard Adams; Stephen Flanagan; Beau Falgout
Subject: Flagler County Airport Utility Agreement
Attachments: Revised Utility Agreement for Flagler County Airport 031315.pdf

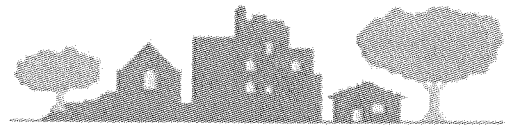
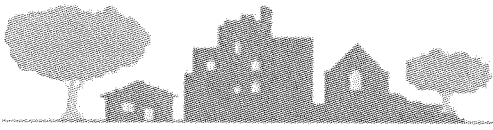
Good Afternoon Mr. Sieger,

Please see attached the revised Utility Agreement for Flagler County Airport additional capacity reserve, let me know if you have any questions.

Thank You,

Irma Velez
Utility Development Review Technician
City of Palm Coast
2 Utility Dr.
Palm Coast, FL 32137
Tel: 386-986-2355
www.palmcoastgov.com





COMMUNITY DEVELOPMENT DEPARTMENT

Building (386) 986-3780 ♦ Code Enforcement (386) 986-3764 ♦ Planning (386) 986-3736
Construction Management & Engineering (386) 986-3794

March 13, 2015

Mr. Roy Sieger, Airport Director
201 Airport Road
Palm Coast, FL 32164

RE: Flagler County Airport, Palm Coast, Flagler County

This letter and the attached Utility Agreement are in reply to your request for water service from City of Palm Coast for the property known as Flagler County Airport, as described on Exhibit A to the Agreement.

The offer outlined in the Utility Agreement is valid through April 13, 2015 30 days after issuance of this letter, and shall be considered withdrawn if not fully executed by that day. The amount due to the City of Palm Coast, as outlined in the agreement is summarized as follows:

Water CIAC	\$9,580.00
Wastewater CIAC	\$ 0.00
Utility Review & Inspection	\$ 0.00
Recording	\$ <u>137.50</u>
Total	\$9,717.50

If the enclosed Utility Agreement is acceptable, please indicate by signing and returning all three original Utility Agreements to my attention. One fully executed copy will then be returned to you.

Please feel free to contact me at (386) 986- 2355, at you convenience, if you have any questions or if we may be of assistance.

Sincerely,

Irma Velez
City of Palm Coast Community Development Department
Fax (386) 986-2393 Email: ivelez@palmcoastgov.com

This instrument was prepared under the supervision of: Richard Adams, Utility Director City of Palm Coast

Return to: City Clerk's Office City of Palm Coast 160 Cypress Point Pkwy, Suite B-106 Palm Coast, FL 32164

UTILITY AGREEMENT
FOR
WATER AND WASTEWATER SERVICE

This Agreement is made and entered into this _____ day of _____, 2015, by and between the City of Palm Coast (hereinafter called "CITY"), a municipal corporation organized under the laws of the State of Florida, whose address is 160 Cypress Point Parkway, Ste. B106, Palm Coast, Florida 32164, and Flagler County Board of County Commissioners, a political subdivision of the State of Florida, whose address is 1769 East Moody ., Blvd Bldg 2, Bunnell, Florida 32110 (hereinafter called "COUNTY"),

WITNESSETH:

Whereas, on 01/11/1996 the City of Palm Coast, successor to Palm Coast Utility Corporation and Flagler County Board of County Commissioners (COUNTY) entered into a Utility Agreement recorded in Flagler County Official Records Book 0547 page 1019; and

Whereas, this Utility Agreement supersedes said recorded Utility Agreement; and

Whereas, Flagler County Board of County Commissioners (COUNTY) desires to enter into this Utility Agreement for Water and Wastewater Services with the City of Palm Coast relating to the property as shown in Exhibit "A."

NOW, THEREFORE, the Parties hereto, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, hereby covenant and agree as follows:

1. The foregoing recitals are true and correct and are fully incorporated herein by this reference.

2. REQUEST FOR SERVICES BY COUNTY. COUNTY desires to make water and wastewater service available to the property known as the **Flagler County Airport** (Property) described on Exhibit "A" attached hereto and incorporated by reference herein for the benefit in perpetuity of COUNTY, its successors, administrators, and assigns and requests that the CITY provide such services.

3. AGREEMENT OF CITY.

(a) CITY agrees to make water and wastewater service (sometimes collectively referred to as "utility service") available to the Property for the benefit of COUNTY, its successor, administrators, and assigns, subject to the terms and conditions as set forth below and at such rates and changes as may from time to time be established. Final utility connections and system activation will be contingent upon execution of the related Interlocal Agreement for the specific project area.

(b) This agreement does not include any provision or authorization for water to be used by the COUNTY for irrigation purposes. The COUNTY shall provide an alternative means of irrigation separate from the potable water system and is prohibited from using potable water supplied by the City for irrigation.

4. **COUNTY'S AGREEMENT TO CONSTRUCT**. COUNTY is willing to construct water and wastewater facilities and other established appurtenant facilities as may be required to serve the Property and to convey the water and wastewater facilities and appurtenant facilities to the CITY in return for the consideration set forth herein.

5. **ENCUMBRANCE ON PROPERTY**. The obligations incurred by COUNTY as a result of this Agreement shall constitute an encumbrance on the Property. This Agreement is made subordinate to any existing mortgage liens on the Property and property which may follow, except that such subordination is only to subordinate CITY's interest to the mortgage lien and in no way waives or releases CITY's rights arising from this Agreement.

6. **DEFINITIONS**. The following definitions of terms used in this Agreement shall apply unless the context indicates a different meaning:

(a) **"Application"** - A request in writing from COUNTY or a consumer on forms provided by CITY requesting, pursuant to this Agreement, specific water and wastewater service.

(b) **"Connection Fees"** - A fee or charge paid to the CITY by COUNTY for the purpose of obtaining water and wastewater capacity. Connection fees will be utilized for the acquisition, improvement, expansion and construction of facilities required to furnish present or future water and wastewater capacity and service to the Property. The amount shall be determined in accordance with the CITY schedule of rates in effect from time to time.

(c) **"Consumer Installation"** - All facilities ordinarily on the consumer's side of the point of delivery (e.g. curb stop, lateral connections.)

(d) **"Contribution-in-Aid-of-Construction (CIAC)"** - The sum of money and/or the value of property required as a prerequisite to utility service to the Property.

(e) **"DEP"** - The Florida Department of Environmental Protection, or its successor agency.

(f) **"Development Phase"** - A subdivision or construction phase of the construction of utility facilities on Property.

(g) **"County's Point of Delivery"** - The point where the water or wastewater service enters the COUNTY's property or the point of connection of COUNTY's off-site installation to the CITY's System pursuant to Paragraph 16.

(h) **"Equivalent Residential Connection (ERC)"** - A factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. (Note: ERC is calculated as a whole number).

(i) **"Facilities"** - See Utility Facilities.

(j) **"GPD"** - Gallons per day.

(k) "Installation" - See Utility Facilities.

(l) "Property" - The land described in Exhibit "A".

(m) "Service Rates" or "Rates" - The CITY's existing and future schedules of rates and charges for water and wastewater service including, but not limited to, connection fees, meter set fees, and all other fees and charges which from time to time are in effect pursuant to ordinances, resolutions or policies adopted by CITY. The schedules of Service Rates shall be of general and uniform application within the CITY-wide water and wastewater utility systems; provided, however, that rates may be different in accordance with State law outside of the CITY's city limits.

(n) "Service" or "Utility Service" - The readiness and ability of the CITY to furnish and maintain water and wastewater service to the point of delivery.

(o) "Utility Facilities" or "Facilities" or "Installations" - Utility facilities means and includes, but is not limited to, all equipment, fixtures, wells, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and appurtenances together with all real property, easements and rights-of-way necessary to provide water and wastewater service to the Property whether located on-site or off-site. The words "Utility Facilities," "Water Facilities," "Wastewater Facilities", "Facilities," or "installations" shall be interchangeable unless otherwise indicated by context.

7. **CONTRIBUTION IN-AID OF CONSTRUCTION (CIAC).**

(a) The Contribution-In-Aid-of-Construction (CIAC) required by CITY to provide water and wastewater service is estimated to be \$9,717.50. A breakdown of the CIAC estimate is provided in Exhibit "B" attached hereto and incorporated into this Agreement. This amount must be paid to CITY, upon execution of this Agreement, and before water and wastewater service is provided. Additional charges as set forth in Exhibit "B-1" attached hereto and incorporated herein shall be paid at time of connection, or as otherwise provided in this Agreement.

(b) The estimated CIAC of \$9,717.50 includes a charge of \$0.00 for plan and specification review as well as inspection efforts related to the construction of facilities, as described in Paragraph 17 (f). If full costs associated with coordination and inspection efforts related to the construction of facilities described in Paragraph 17 (f), as determined by the CITY, should exceed the estimated amount, the excess amount will be billed to COUNTY and be payable to CITY upon thirty (30) days written notice.

(c) The estimated CIAC of \$9,717.50 is further based upon an estimate of \$137.50 for recording fees associated with this Agreement.

8. **WATER AND WASTEWATER MAIN EXTENSIONS/ERC.** COUNTY will install at its expense, in accordance with CITY approved plans, the necessary water and wastewater and main extension to serve 17.778 WATER ERC's, and 16.667 WASTEWATER ERC's for **Flagler County Airport** , and all infrastructure will be dedicated to the CITY up to the COUNTY'S Point of Delivery.

9. **CAPACITY ALLOCATION.**

(a) Subject to the COUNTY's compliance with the terms and conditions of this Agreement, the CITY hereby agrees to allocate and reserve 4,000 gpd of water service capacity and 3,000 gpd of wastewater service capacity to the COUNTY for use by the COUNTY with its improvements to **Flagler County Airport**. If the actual average daily water and/or wastewater consumption over any consecutive six-month period, as determined by CITY, should exceed the above reserved capacity, an additional charge based on the prevailing CIAC will be due and payable by the COUNTY to CITY upon

thirty (30) days written notice. Any such water and wastewater service which is not connected or used by the COUNTY within five (5) years from the date of execution of this Agreement shall revert back to the CITY, and in such an event, the CITY shall not be obligated to refund these charges paid by the COUNTY.

(b) Capacity allocation is subject to the DEP (Section 403.021, Florida Statutes, and FAC 17-4.07 and 17-4.15) approval of applicable permits for the Property. Should the DEP refuse to issue applicable permit(s) solely because capacity is not available, the COUNTY may request CITY to rescind the allocation of capacity.

(c) **Potable Water.** If applicable, potable water for irrigation purposes is included in capacity allocation. When reuse water becomes available to the Property in the future, the COUNTY or customer shall be required to connect to the CITY'S reuse water system, and, in such an event, the CITY shall not be obligated to refund the capacity allocation charges paid by the COUNTY.

10. **EQUIVALENT RESIDENTIAL CONNECTIONS.** COUNTY will install at its expense, in accordance with UTILITY approved plans, the necessary water and wastewater main extension to serve 17.778 WATER ERC's and 16.667 WASTEWATER ERC's Equivalent Residential Connections (ERCs), respectively, for **Flagler County Airport** and connect the entire system to UTILITY's existing water and wastewater system. Plans and specifications will be designed, produced and submitted by a Florida registered professional engineer to the UTILITY for review and approval in accordance with the UTILITY's specifications and standards. Acceptance of the COUNTY's completed water and wastewater system extension will be subject to review and approval by UTILITY. As a condition precedent to acceptance of the completed water and wastewater system extension by UTILITY and prior to receiving service, the items listed in Exhibit "C" shall be submitted and accepted by the UTILITY. Acceptance will not unreasonably be withheld. Once accepted, UTILITY will be responsible for all subsequent maintenance of the water and wastewater system extension not related to warrantees.

11. **AGREEMENT TO SERVE.** Upon the completing of construction of water and wastewater facilities by COUNTY, satisfactory inspections, the issuance of the final letter of acceptance by CITY, and subject to the terms of this Agreement, CITY agrees to permit connection of the water and wastewater facilities installed by the COUNTY to the central facilities of CITY and to provide utility service in accordance with the terms and intent of this Agreement. Such connections shall at all times be in accordance with rules, regulations and orders of all applicable governmental authorities including, but not limited to, the DEP and CITY. CITY agrees that once COUNTY or others have connected consumer installations to CITY's central facilities, CITY will continuously, consistent with the provisions of this Agreement, provide water and wastewater service to the Property subject to continued compliance by COUNTY or consumer with all applicable CITY requirements for such service.

12. **BACKFLOW PREVENTION.** Backflow prevention is required for all water service. COUNTY agrees to install backflow prevention devices as deemed necessary by the CITY to protect the water supply and shall follow the Land Development Code and City ordinances (Ord. 2003-23) regarding same.

13. **FIRE PROTECTION.** COUNTY desires and CITY agrees to make fire protection service available to the Property, by means of the CITY's Fire Department and mutual aid/first response agreements with other jurisdictions. All water mains installed by the COUNTY shall be sized in order to meet the fire flow requirements of the CITY.

14. **PRE-TREATMENT DEVICES.** CITY accepts only domestic wastewater to its wastewater collection system. At this time the COUNTY has no facilities requiring pretreatment; however, the CITY reserves the right, in its sole discretion, to require the COUNTY, successor or assigns to install pretreatment devices should they be required in the future.) CITY reserves the right to inspect COUNTY's devices, if any, prior to rendering wastewater service and from time to time thereafter, but assumes no responsibility for COUNTY's devices.

15. **CONNECTION AND OTHER FEES.**

(a) In addition to the CIAC, the COUNTY hereby agrees to pay to the CITY all applicable connection and other fees in accordance with Exhibits "B-1" attached hereto and made a part of this Agreement. Such fees shall be due and payable at the time of execution of this Agreement or if an FDEP permit is required, at the time the CITY signs the FDEP permit application. Payment of the connection fees shall not excuse the COUNTY from payment of any other charges. The CITY shall not be obligated to refund any portion of connection fees paid nor shall the CITY pay interest on connection fees paid.

(b) Should the DEP not issue the applicable permit(s) solely because capacity is not available, refunds of the connection fees shall be made by the CITY within thirty (30) days of written notification by the COUNTY of the DEP's denial. Upon receipt of such written request, the CITY shall rescind the capacity allocation.

(c) No user or consumer of water service shall be entitled to offset any bill rendered by the CITY for such service against connection fees paid. The COUNTY shall not be entitled to offset connection fees paid or payable against any claims of the CITY.

16. **OFF-SITE INSTALLATIONS.** To induce CITY to provide service to the Property, COUNTY agrees to construct and to transfer ownership and control to CITY, as a CIAC, all necessary off-site installations from COUNTY's Property to the CITY's existing facilities. The term "off-site installations" means and includes, but is not limited to, all water distribution and supply mains, lines, pipes, gravity wastewater lines, lift or pumping stations, force mains, and related facilities adequate in size and design to serve the Property or as otherwise required by CITY. Such off-site installations shall be in accordance with the master plans of the CITY as they relate to the water and wastewater utility system. COUNTY shall install all of the off-site installations at its sole expense and in accordance with the plans, specifications and other signfications and other pertinent documents approved by CITY. COUNTY shall construct the off-site installations in accordance with Paragraph 17.

17. **PROCEDURES FOR CONSTRUCTION OF INSTALLATIONS.** COUNTY agrees that construction of all installations as defined in Paragraphs 16 respectively, shall be in strict accordance with the following requirements:

(a) **Compliance with Rules.** COUNTY shall be responsible for assuring that all work is accomplished in accordance with any and all applicable laws, rules and regulations including, but not limited to, those promulgated by EPA, DEP and OSHA; and the presence of a CITY representative on the construction site shall in no way transfer responsibility to CITY for any actions of the COUNTY, COUNTY'S employees, and/or COUNTY'S contractors.

(b) **Permits.** COUNTY shall submit applicable permit applications to the appropriate agency or local government.

(c) **Plans and Specifications** COUNTY shall as required by CITY, furnish CITY with all plans and specifications (Plans) for the installation to be constructed. Such Plans shall be prepared and sealed by a Florida registered professional engineer. The Plans shall be prepared, reviewed and approved in accordance with the CITY's specifications, standards and policies. If the Property is within the CITY limits, the COUNTY shall comply with all applicable provisions of the Land Development Code. If the Property is outside of the City limits, the COUNTY shall furnish plans and specifications as is required by the Utility Department. COUNTY shall obtain approval of the Plans from all agencies having jurisdiction including, but not limited to, the DEP and County, if applicable, and submit to CITY one (1) copy of any

construction permits. No construction shall commence until the CITY and appropriate regulatory agencies have approved such Plans in writing and the CITY has received copies of the construction permits. If construction commences prior to all such approvals, CITY shall have no responsibility to accept any of the installations and CITY may elect to terminate this Agreement or withhold service until such time as COUNTY has obtained all required approvals.

(d) **Pre-construction Conference.** After securing all permits and approvals of Plans by CITY and the other agencies, COUNTY or the engineer of record shall set up a preconstruction conference with the engineer of record, utility contractor, the appropriate building officials, and the CITY's Utility Department.

(e) **Notices to City.**

(1) Commencement of Construction. COUNTY shall provide to CITY not less than seventy-two (72) hours written notice prior to commencement of construction or a connection to the CITY's existing system. CITY shall not be required to accept any facilities which were constructed without prior notification. If the COUNTY fails to give said written notice, the CITY may require COUNTY to uncover and expose said connections or contributed facilities for inspection, at the sole cost of COUNTY, or the CITY may disconnect COUNTY installations from the CITY's system at the COUNTY's expense.

(2) As-built Surveys. As-built surveys shall be submitted by COUNTY to the CITY seven (7) days prior to final inspection.

(3) Notices of Inspections and Tests. COUNTY shall provide verbal or written notification to the CITY no sooner than forty-eight (48) hours prior to any inspections or tests (other than final inspection) to be performed as described below. Notices shall be deemed given upon actual receipt of same by CITY.

(f) **Inspection and Tests.** During construction of any installation by COUNTY, CITY shall have the right, but not the obligation, to inspect such installation including, but not limited to, the materials, equipment, piping, and connections to determine compliance with the approved Plans. Any identified deficiencies shall be corrected by COUNTY immediately. The COUNTY shall cause the engineer of record to inspect construction to ensure compliance with approved Plans, permits and other applicable requirements. All standard tests and inspections for pressure, exfiltration, line and grade, and all other engineering tests and inspections shall be performed with the engineer of record and utility contractor present to determine that the systems have been installed in accordance with the approved Plans, permits and good engineering practices and are functioning satisfactorily for the purpose for which the installation was designed. It shall be the COUNTY's responsibility to ensure that all construction and the installation fully meet approved Plans, permits and applicable requirements of law and, upon completion that the installation functions satisfactorily for the purpose for which it was designed.

(g) **Completion.** Upon completion of construction, COUNTY's engineer of record shall submit a signed and sealed certificate of completion certifying to CITY that the construction of the installation is complete, that the installation has been constructed in accordance with all permits, approved Plans, and applicable requirements of law, and as constructed, it will function for the purpose for which it was designed. If the certification is for a water distribution system, a copy of the bacteriological results and a sketch showing locations of all sample points shall be provided.

(h) **As-Built and Other Plans.** At least seven (7) days prior to final inspection, COUNTY, or COUNTY's engineer shall also provide CITY, as required by CITY, "as-built" surveys prepared and sealed by the engineer of record showing the location of all installations as constructed. If the Property is within the City limits, the COUNTY shall comply with all applicable provisions of the Land Development Code. If the Property is outside of the City limits, the COUNTY shall furnish plans and specifications as is required by the Utility Department. COUNTY shall provide proof satisfactory to CITY

that the installation and all contractors, subcontractors, materialmen and laborers have been paid in full together with the engineer's certificate of the total cost of the installation.

18. **WATER METERS.** A water meter or meters necessary to serve the Property shall be installed by COUNTY at the Point of Delivery. CITY will approve the number, type, quality and size of said meter or meters. The water meter or meters and enclosures shall be installed by the COUNTY prior to final CITY inspection. The cost thereof and associated labor charges shall be paid by COUNTY prior to installation at the rates set forth in Exhibit "B-1" attached hereto. All water meters and enclosures shall remain the property of CITY.

19. **ACCEPTANCE BY CITY; TITLE TO INSTALLATION CONSTRUCTED BY DEVELOPER.** As a condition precedent to the acceptance of the completed water and wastewater system and prior to receiving service, the COUNTY shall submit the items listed on Exhibit "C" of this Agreement and made a part hereof. Additional conditions of acceptance are as follows:

(a) **Compliance.** COUNTY shall be in compliance with this Agreement.

(b) **Time and Place of Conveyance Prior to Acceptance.**

(1) Unless otherwise agreed upon in writing, conveyance shall be made when the CITY is prepared to issue its letter of acceptance to COUNTY and commence delivery of service to the Property. Upon completion of the installations, COUNTY shall deliver the necessary instruments of conveyance in form(s) satisfactory to the CITY, properly executed, as set forth in Exhibit "C", together with funds sufficient to pay all costs of conveyance and recording. Delivery shall be made to CITY's Utility Department Director or designee.

(2) CITY will issue its letter of acceptance upon all conditions of acceptance as set forth herein being met. Acceptance will not be unreasonably withheld. Once accepted, CITY will be responsible for all subsequent maintenance of the water and wastewater system extension not related to warranties.

(3) It is estimated that the above noted CITY services can be made available within approximately thirty (30) days after CITY acceptance of the above mentioned contributed facilities. Such time period is subject to change for Acts of God, riot, strikes, material shortages, weather disturbances, permitting, war, terrorism, civil disobedience, geologic subsidence, electrical failure, malfunctions, and events of a similar nature, and other delaying conditions beyond the control or responsibility of CITY.

(c) **Conveyance.** COUNTY shall convey all of its interest in the installations pursuant to Exhibit "C", including, but not limited to, any necessary permits, as shall be effective to vest in CITY good and marketable title to and rights in the installations free and clear of all liens and encumbrances. Transfer of all manufacturers' and contractors' warranties, maintenance bonds and construction contracts shall be conveyed by unconditional assignment by COUNTY. COUNTY shall remain secondarily liable on such warranties and hereby agrees to indemnify and hold harmless the CITY from any losses, damages, costs, claims, suits, debts or demands by reason of latent defects in the installations which were not withheld from disclosure or could not have been reasonably discovered upon normal engineering inspection, for a period of one (1) year from the date of acceptance by the CITY of said utility installations.

(d) **Maintenance Bond.** COUNTY shall provide any maintenance bonds as required by the CITY's Land Development Code in effect at the time of conveyance or as may otherwise be reasonably required by the CITY.

(e) **Manuals.** COUNTY shall provide CITY with all operation, maintenance and parts manuals necessary for the operation and maintenance of the installations.

20. **EASEMENTS.**

(a) COUNTY hereby grants to CITY, subject to the terms of this Agreement, the exclusive right to construct, own, maintain and operate water and wastewater facilities to serve the Property.

(b) COUNTY hereby further agrees that the foregoing grants include, but are not limited to, the necessary right of ingress and egress to any part of the COUNTY's property upon which CITY is constructing or operating utility facilities. The foregoing grants shall continue for as long as CITY requires such rights for the construction, ownership, maintenance, operation or expansion of the facilities in its discretion.

(c) The parties agree that in the event COUNTY and CITY agree to install any of the facilities in lands within the Property lying outside the streets and easement areas described above, then COUNTY or the owner shall grant to CITY, the necessary easements for such "private property" installation.

(d) Subject to CITY's prior written discretionary consent, the use of easements granted by COUNTY to CITY shall not preclude the use by other utilities of these easements, such as cable television, telephone, electric, or gas utilities, provided each does not interfere with CITY's use thereof.

(e) CITY hereby agrees that all easement grants will be utilized without warranty in accordance with generally accepted practices of publicly owned water and wastewater utilities with respect to the installation of all its facilities in any of the easement areas.

(f) Where water and wastewater utilities are to be installed in, under and across privately owned streets, right-of-way, tracts and easements, the COUNTY agrees that the quality of restoration of landscaping and pavement associated with the CITY's maintenance activities on those utilities will only equal that which would be in a discretionary manner performed in streets, rights-of-way, tracts and easements dedicated to the public.

21. **MORTGAGE LIENS.** Mortgagees, if any, holding prior liens on the property shall be required to release such liens, subordinate their positions or join in any conveyance, grant or dedication of the easements or right-of-way, or give to CITY assurance by way of a "non-disturbance agreement" that in the event of foreclosure, mortgagee would continue to recognize the ownership and easement rights of CITY, as long as CITY substantially complies with the terms of this Agreement. All facilities, save and except consumer installations, shall be covered by easements or rights-of-way if not located within platted or dedicated roads or rights-of-way for utility purposes.

22. **CITY'S EXCLUSIVE RIGHT TO UTILITY FACILITIES.** COUNTY and CITY agree that all water and wastewater facilities accepted by CITY in connection with providing services to the Property shall at all times remain in the sole and exclusive ownership of CITY. Any person or entity owning any part of the Property or any residence, building or unit constructed or located thereon, shall not have any right, title, claim or interest to such facilities for any purpose whatsoever such as the furnishing of water or wastewater services to others located within or beyond the limits of the Property. Subject to CITY's written discretionary consent, COUNTY may utilize other water sources for the Property for "non-domestic" uses, such as for irrigation purposes.

23. **EXCLUSIVE RIGHT TO PROVIDE SERVICE.** Unless otherwise approved by the CITY, COUNTY shall not engage in the business of providing water or wastewater services to the Property. COUNTY hereby grants CITY the sole and exclusive right to provide water and wastewater services to the Property and to the consumers and occupants thereon.

24. **SERVICE RATES.** The rates to be charged by CITY to the COUNTY or to a consumer or occupant for water or wastewater service on the Property shall be those rates charged by CITY to its other consumers pursuant to service rates from time to time in effect. The service to the Property shall be subject to such other regulations which from time to time may be imposed by or upon the CITY with respect to the operations of its water and wastewater systems; and except as may be limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damages to CITY's property and rate changes shall be exclusively within the discretion and control of CITY.

25. **APPLICATION FOR SERVICE TO CONSUMER INSTALLATIONS.** COUNTY, or owner or occupant on the Property (consumer) shall not connect any consumer installation to the facilities of CITY until application has been made to CITY by the COUNTY or consumer or occupant and approval for such connection has been granted. COUNTY or consumer or occupant shall be responsible for connecting the consumer installation to the meter and/or lines of CITY at the point of delivery in accordance with, at a minimum, the following requirements:

(a) Application for the installation of water meters and backflow preventers shall be made.

(b) All consumer installations may at CITY's sole option be inspected by CITY before backfilling and covering of any pipes.

(c) The cost of construction, operation, maintenance, repair or replacement of COUNTY installations shall be the responsibility of COUNTY.

(d) Should any non-domestic wastes, grease or oils, including, but not limited to, floor or abnormal strength wax or paint, be delivered to the lines, the COUNTY or consumer will be responsible for payment of the cost to correct or repair any resulting damage to the treatment process and/or facilities. Thereafter, COUNTY or consumer may be required to install, at its own expense, and at the discretion of the CITY, a pretreatment device pursuant to Paragraph 14.

26. **HIGH STRENGTH WASTE.** The COUNTY agrees that waste or sewage to be treated by CITY from the Property will consist solely of domestic wastewater, and further agrees that it will not allow any abnormal strength sewage to flow to the Utility Facilities, except upon payment of a surcharge promulgated by the CITY. COUNTY grants to CITY the right to sample sewage from the Property to verify COUNTY's compliance with this paragraph. No swimming pool filter backwash water, or any other swimming pool wastewater shall be discharged to the sanitary wastewater system.

27. **WATER CONSERVATION.** COUNTY shall employ water conservation measures as required by State law and CITY ordinance. Upon CITY having sufficient reuse/reclaimed water, as determined by the CITY, the COUNTY shall install reuse/reclaimed water lines and facilities at its expense for irrigation purposes.

28. **INSPECTION.** CITY may, at its option and without notice, inspect COUNTY's utility facilities at all times whether before or after completion of construction and acceptance of same by the CITY. CITY, by inspecting or not inspecting to any extent whatsoever, shall not assume responsibility for construction or installation or maintenance of COUNTY's utility facilities and shall in no way be deemed to waive any rights available to CITY for defaults on the part of COUNTY, or to consent to any defects, omissions or failures in the design, construction and installation of COUNTY's utility facilities.

29. **RELOCATION OF UTILITY FACILITIES.** Any relocation of utility facilities, if approved by the CITY, required for COUNTY's convenience or necessity shall be accomplished at COUNTY's sole expense provided such relocation can be accomplished without adverse impact on any other part of the facilities, to other consumers, or to the CITY's systems.

30. **NOTICES.**

(a) Any payment or notice required or permitted hereunder shall be in writing and be deemed properly made (a) when hand delivered to the official hereinafter designated, or (b) upon actual receipt when deposited in the United States mail, postage prepaid, addressed as set forth herein, or at such other address as shall have been specified by written notice to the other party delivered in accordance herewith:

CITY:

Utility Director, City of Palm Coast Utility Department
2 Utility Drive
Palm Coast, Florida 32137

DEVELOPER:

(b) Each party shall by written notice, notify the other of any change in address to which subsequent notices or other communication shall be sent.

31. **COSTS AND ATTORNEY'S FEES.** In the event CITY or COUNTY brings an action to enforce this Agreement by court proceeding or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, together with reasonable attorneys' fees at all levels, including appeals.

32. **INTERPRETATION.** COUNTY and CITY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement. This Agreement shall not be construed more strictly against either party on the basis of being the drafter thereof, and both parties have contributed to the drafting of this Agreement.

33. **ASSIGNMENT.** Except as expressly provided herein, the COUNTY agrees not to assign or transfer all or any portion of this Agreement. The allocation of water and wastewater service capacity granted to COUNTY may be assigned or transferred if and only if: a) the COUNTY has obtained the prior written consent of the CITY to such an assignment, sale or disposition; b) the assignment is in direct connection with a bona fide sale of the Property or a portion thereof to which the water and wastewater service capacity reserve relates, and the CITY is notified in writing of such an assignment; and c) the assignee pays all of the CITY's administrative costs incurred in connection with such assignment and assumes all of the duties and obligations of the assignor under this Agreement. The CITY shall have the right to assign or transfer this Agreement or the rights and responsibilities contained herein to any properly authorized commission, authority, corporation, or other public or private person, firm or entity without the consent of the COUNTY.

34. **STRICT COMPLIANCE.** Failure to insist upon strict compliance of any of the terms, covenants, or conditions in this Agreement shall not be deemed a waiver thereof, nor shall any waiver of any right hereunder at any one time be deemed a waiver of such right at any other time.

35. **TIME OF THE ESSENCE.** Time is hereby made of the essence of this Agreement in all respects.

36. **ENTIRE AGREEMENT AND INCORPORATION BY REFERENCE.** This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous

agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement; provided, however, that documents for the implementation of this Agreement, including all permits, engineering design and construction contracts, plans and specifications for the utility facilities as and when approved and filed with the CITY'S Utility Department are incorporated herein by reference.

37. **BINDING EFFECTS.** This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property. The terms COUNTY, owner, consumer and customer are used interchangeably, and, notwithstanding changes in ownership or use of the Property, this Agreement shall burden the Property perpetually.

38. **LIABILITY.** The COUNTY and successors and assigns agree to hold harmless and indemnify the CITY, the Palm Coast City Council, its employees and agents from any all claims, damages, causes of actions or other liabilities that arise out of or in relation to the DEP denial of applicable permits to provide wastewater service to the Property. Nothing herein shall be deemed in any way to constitute a waiver of sovereign immunity by the CITY.

39. **FURTHER AGREEMENTS.** The parties further agree to the following:

(a) In the event of any lawsuit, venue shall be in Flagler County, Florida.

(b) This Agreement is intended to benefit only the parties who sign it and their authorized assigns and does not create any right for other persons or entities.

(c) This Agreement is binding on both parties and each has the power and authority to bind themselves by signing below.

40. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida and the Ordinances, Resolutions and policies of CITY not prohibited thereby.

41. **FORCE MAJEURE.** CITY's obligations hereunder shall be subject to the concept of force majeure. Accordingly, in the event of Acts of God, riot, weather disturbances, permitting, war, terrorism, civil disobedience, geologic subsidence, electrical failure, malfunctions, and events of a similar nature, CITY shall be excused from providing continual utility service until the cause or causes thereof have been remedied.

42. **EFFECTIVE DATE.** This Agreement shall be effective upon proper execution by both parties hereto.

43. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which is properly executed by both parties, and shall be considered an original.

IN WITNESS WHEREOF, the parties to this Utility Agreement have caused the same to be signed by their duly authorized representatives this ____ day of _____ 2015.

Attested by:

Flagler County Board of Flagler County
Commissioners

By: _____

Title: _____

Title: _____

Printed Name: _____

Printed Name: _____

**STATE OF FLORIDA
COUNTY OF FLAGLER**

Sworn to (or affirmed) and subscribed before me this ____ day of _____,

2015 by _____.

Personally known to me or produced identification
Type of Identification _____

Witness my hand and official seal in the County and State last aforesaid this ____ day of _____, 2015.

Notary Public

Attested by:

City Clerk

Richard H. Adams, Utility Director

EXHIBIT A

Legal Description

986.30 AC PR BUNNELL DEV CO SEC 7-12-30 ALL BLK D, 17-12-30 BLK B TRS 1 THRU 12, 17-12-30 BLK C TRS 1 THRU 9 ALSO SEC 18-12-31 E 1/2 OF SW 1/4 OF SE 1/4 AND N 1/4 OF OF E 1/2 OF NW 1/4 AND VACATED OLD MOODY BLVD ORD 2006-97 (AND THAT 3.50 AC STRIP DES ASA 80' FLAGLER CO AIRPORT SOUTHROAD ROW THROUGH NAT'L GUARD PARCEL LYING WITHIN RPD-1, RPE-2, ELY OF BELLE TERRE BLVD, SLY OF IROQUOIS WATERWAY AND NLY OF LAGUNA FOREST TRL AS REQ PER COUNTY) OR 1483 PG 928 DB 24 PG 509 DB 28 PG 33 OR 456 PG 1594

FLAGLER COUNTY AIRPORT

Exhibit B

CALCULATION OF CONTRIBUTION IN AID OF CONSTRUCTION

Project Name: Flagler County Airport	Date of Calculation: 3/13/2015
Project # 871	

	Gallons per Day	WATER	WASTEWATER	OTHER
A. Plant Capacity:				
Water Demand (GPD)	4,000			
Previously paid capacity of 3,000 gpd				
Recorded OR Book 0547 pg 1019				
additional needed 1,000 gpd	1,000	\$9,580.00		
Wastewater Demand (GPD)	3,000			
Previously paid capacity of 3,000 gpd				
Recorded OR Book 0547 pg 1019				
B. Main Extension:				
Water Demand (GPD)				
Wastewater Demand (GPD)				
C. Miscellaneous Fees				
Utility Review and Inspection				
Administrative and Legal				
Recording Fees				\$137.50
D. Prepaid CIAC				
TOTAL CIAC		\$9,580.00	\$0.00	\$137.50
TOTAL DUE				\$9,717.50

- E. Fees due at time of connection**
- ➔
 - ➔ Service Installation/Tap Charge - See Exhibit B-1
 - ➔ Meter Installation Charge - See Exhibit B-1
 - ➔ Backflow Prevention Charge - See Exhibit B-1
 - ➔ Administrative Charge - \$15.00 per account
 - ➔ Deposits - See Exhibit B-1

Exhibit B-1

STANDARD CHARGES SHEET

Project Name: Flagler County Airport South Entrance Road	Plant Name: Palm Coast
871	Date of Calculation: 3/13/2015

WATER (per meter)

Service Installation Charge

5/8" X 3/4" Meter:	\$494.33	1 1/2" Meter:	Actual Cost
3/4" Meter:	\$494.33	2" Meter:	Actual Cost
1" Meter:	Actual Cost	Greater than 2" Meter:	Actual Cost

Meter Fee

5/8" X 3/4" Meter:	\$378.03	1 1/2" Meter:	Actual Cost
3/4" Meter:	\$378.03	2" Meter:	Actual Cost
1" Meter:	Actual Cost	Greater than 2" Meter:	Actual Cost

Meter with Built-in Backflow Prevention Device):

All Meter Sizes Actual Cost

Stand Alone Backflow Prevention Device:

1" Meter or less:	Actual Cost
1 1/2" Meter:	
2" Meter:	
Greater than 2" Meter:	

Deposits

5/8" X 3/4" Meter:	\$ 60.00	4" Meter:	\$ 1,500.00
1" Meter:	\$ 150.00	6" Meter:	\$ 3,000.00
1 1/2" Meter:	\$ 300.00	8" Meter:	\$ 4,800.00
2" Meter:	\$ 480.00	10" Meter:	\$ 6,900.00
3" Meter:	\$ 900.00		

WASTEWATER (per meter)

Service Installation Charge

Sewer Lateral Inspection Charge (Palm Coast Only)

4" Lateral		Lateral (ea.)	\$ 25.00	#
Unpaved	N/A			
Paved	N/A			
6" Lateral				
Unpaved	N/A			
Paved	N/A			

Deposits

5/8" X 3/4" Meter:	\$50.00	4" Meter:	\$ 1,250.00
1" Meter:	\$ 125.00	6" Meter:	\$ 2,500.00
1 1/2" Meter:	\$ 250.00	8" Meter:	\$ 4,000.00
2" Meter:	\$ 400.00	10" Meter:	\$ 5,750.00
3" Meter:	\$ 750.00		

Exhibit C

Documents Required Prior to Utility Acceptance of Developer Addition

1. Easements dedicated to City of Palm Coast (Recorded with the County)
2. Final plat on disk (AutoCAD version 14 or later) and list of S.T.R.aP (Section, Township Range and Parcel) numbers for all lots in the project.
3. Electronic "Record" or "As-Built" drawings on disk/CD in AutoCAD release 14 minimum, 2000 or 2000i and three (3) sets of hard copy record drawings
4. Contractor's Letter of Warranty for a one year period after Utility Acceptance (signed and sealed by P.E. or Notarized)
5. Contractor's Letter of Waiver and Release of Lien (Recorded with County)
6. Engineer's Letter of Certification (Signed and sealed by Engineer)
7. Copies of all tests required by the Florida Department of Environmental Protection or governing State or local Health Department as well as any other tests deemed necessary by the UTILITY standards and specifications.
8. Applications for certification of completion required by the Florida Department of Environmental Protection or governing State or local Health Department.
9. Bill of Sale for Water and Wastewater contributed property with accurate cost records establishing the construction cost of the completed additions (a copy of related construction contracts duly certified by a Notary of the State of Florida as true and correct copies of the originals required).

Beau Falgout

From: Jim Landon
Sent: Friday, March 20, 2015 9:15 AM
To: Craig Coffey
Cc: Richard Adams; Beau Falgout; Sally Sherman; Roy Sieger
Subject: Re: Misc. Issues followup

Craig,

As you requested, I looked into why we sent the County a new utility agreement for the airport to just purchase additional capacity. The current utility agreement for the County airport is the old agreement between the County and ITT-Palm Coast Utility Corporation. There is no current agreement between the City and County for the Airport. As per our normal process, whenever a customer requests additional capacity and they have an old private utility agreement, the customer is presented with a new City agreement that will supersede any previous agreement. The new agreement we sent to you is the same "special" County agreement form. It is the same agreement we used for Bing's Landing and for the Lehigh Trailhead, and those were approved by the County Attorney and signed by you.

Although we would like to follow our standard procedures and have the new City agreement executed, we will not require this agreement prior to moving forward with your current project. You have the option of signing the agreement we sent to you and returning it to us with the associated additional capacity fee payment. Or we can send you a letter with an invoice for the additional capacity fees. If you choose the latter option, we are requesting that we eventually clean up our records with a current utility agreement between the City and County. Let me know how you would like to proceed.

Our utility staff has prepared the analysis for the sewer usage fee credits you have requested. The only information that is missing in their "formula" is the pump run times we have requested. As soon as we receive those run time numbers we will complete our analysis and finalize the credit we discussed. Your help in getting these number quickly would be appreciated, so that we can get this old issue behind us.

The last issue that needs to be resolved is the easement language. If you decide that the beachside sewer easement must go back to the County Commissioners for approval again, we will submit the application to the DEP as soon as the matter is included on a Commission agenda. This will start the DEP review process a few days early while we wait for action by the BoCC. This issue is important to the City, and we have been waiting months for a resolution. I once again request your help in bringing this matter to close as quickly as possible. If it will help, I am still very willing to meet with the County Attorney to discuss our side of the story.

Jim Landon
City Manager
City of Palm Coast
160 Cypress Point Pkway, Suite B-106
Palm Coast, FL 32164
Tel: 386-986-3702
www.palmcoastgov.com

On Mar 19, 2015, at 11:20 AM, Craig Coffey <ccoffey@flaglercounty.org> wrote:

Jim,

Graham Swamp tower permitting - the planners are Ray Tyner and Constance Bentley.

Please let me know on our Airport FDEP permit applications for the water and sewer lines.

I am clearing my calendar to get on the easement issue so it doesn't become a retirement project.

Craig

Craig M. Coffey
Flagler County Administrator
1769 East Moody Blvd., Building 2
Bunnell, FL 32110
Phone: (386) 313-4001; Fax (386) 313-4101
<image001.jpg>

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Flagler County Board of County Commissioners and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

Beau Falgout

From: Jim Landon
Sent: Friday, April 17, 2015 6:34 AM
To: dnorman@hoyletanner.com
Cc: Jennifer.Lyles@dep.state.fl.us; Sally Sherman; Roy Sieger; Richard Adams; Stephen Flanagan; Beau Falgout
Subject: Fwd: Waterline Extension
Attachments: image003.png; image003.png; image007.png; image008.png

Mr. Norman,

I am not sure what DEP representatives have been told to issue a “no permit necessary” determination, but obviously all the facts were not included. This water line is designed and is intended to be an extension of the City of Palm Coast potable public water supply system. As I am sure you know, an extension of public water supply system is required by law to receive a State permit. The construction of this City water mainline without a permit would be a violation of State law. The City has no intention of allowing or supporting this unethical activity. If you value your PE license as much as most engineers do, I would strongly suggest you reconsider proceeding with the construction of this water line in violation of the law and contrary to the direction of the City Utility.

City staff has been attempting to receive the necessary documentation from the County for years to approve this project. It has been one of our priorities, to the point that I have recently pleaded with the Flagler County administration to provide the remaining documents that we need to proceed. I have personally pleaded in person and in writing to have this information forwarded so we can move forward with this project. I have been ignored or been given excuses as to why there have been countless delays. If you or others associated with this project would spend the same amount of time to gain the appropriate approval that you have spent to circumvent the law, this project would be permitted and under construction.

City staff, including myself, are still prepared to move forward as soon as possible. We just need the cooperation of Flagler County and the associated parties.

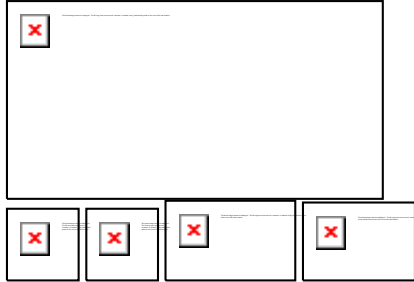
Jim Landon
City Manager
City of Palm Coast
160 Cypress Point Pkwy, Suite B-106
Palm Coast, FL 32164
Tel: 386-986-3702
www.palmcoastgov.com

Begin forwarded message:

From: Irma Velez <IVelez@palmcoastgov.com>
Date: April 16, 2015 at 9:38:44 AM EDT
To: Stephen Flanagan <SFlanagan@palmcoastgov.com>, Richard Adams <RAdams@palmcoastgov.com>, Brian Matthews <BMatthews@palmcoastgov.com>, Jim Landon <JLandon@palmcoastgov.com>, Beau Falgout <bfalgout@palmcoastgov.com>
Subject: FW: Waterline Extension

FYI

Irma Velez
Utility Development Review Technician
City of Palm Coast
2 Utility Dr.
Palm Coast, FL 32137
Tel: 386-986-2355
www.palmcoastgov.com



From: Norman, Doug [<mailto:dnorman@hoyletanner.com>]
Sent: Thursday, April 16, 2015 8:56 AM
To: Irma Velez
Cc: 'Roy Sieger (rsieger@flaglercounty.org)'; 'ssherman@flaglercounty.org'
Subject: RE: Waterline Extension

Thank you Irma for your quick response concerning the water permit. I have spoken with Flagler County staff and we hope to expedite this execution. When can we expect the wastewater permit to be signed by the City seeing that the wastewater permit is separate from the water construction and there seems to be no need to hold this permit application further.

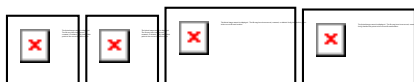
Douglas N. Norman

From: Irma Velez [<mailto:IVelez@palmcoastgov.com>]
Sent: Thursday, April 16, 2015 8:39 AM
To: Norman, Doug
Cc: 'Roy Sieger (rsieger@flaglercounty.org)'; 'ssherman@flaglercounty.org'
Subject: RE: Waterline Extension

Good Morning Mr. Norman,

Please see attached per your request.

Irma Velez
Utility Development Review Technician
City of Palm Coast
2 Utility Dr.
Palm Coast, FL 32137
Tel: 386-986-2355
www.palmcoastgov.com



From: Norman, Doug [<mailto:dnorman@hoyletanner.com>]
Sent: Wednesday, April 15, 2015 5:34 PM
To: Irma Velez
Cc: 'Roy Sieger (rsieger@flaglercounty.org)'; 'ssherman@flaglercounty.org'
Subject: RE: Waterline Extension

Please forward the aforementioned agreement and payment information as soon as possible.

Happy Connecting. Sent from my Sprint Samsung Galaxy S® 5

----- Original message -----

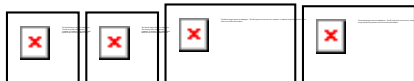
From: Irma Velez <IVelez@palmcoastgov.com>
Date: 04/15/2015 4:57 PM (GMT-05:00)
To: "Norman, Doug" <dnorman@hoyletanner.com>
Cc: "'Roy Sieger (rsieger@flaglercounty.org)'" <rsieger@flaglercounty.org>, "ssherman@flaglercounty.org" <ssherman@flaglercounty.org>
Subject: RE: Waterline Extension

Mr. Norman

The City of Palm Coast will be in contact with the FDEP based on your email correspondence. We believe that based on our understanding of current permitting regulations this project would require a permit.

Regardless of the permit determination, installation of a water distribution system that will connect to the City of Palm Coast system requires an executed agreement and payment before construction can commence.

Irma Velez
Utility Development Review Technician
City of Palm Coast
2 Utility Dr.
Palm Coast, FL 32137
Tel: 386-986-2355
www.palmcoastgov.com



From: Norman, Doug [<mailto:dnorman@hoyletanner.com>]
Sent: Tuesday, April 14, 2015 9:04 AM
To: Irma Velez
Cc: Roy Sieger (rsieger@flaglercounty.org); ssherman@flaglercounty.org
Subject: Waterline Extension

Ms. Velez,

We recently contacted Mr. Dung Vo of FDEP and he referred us to Ms. Jennifer Lyles to receive a permit determination for the installation of the waterline at the airport. Plans were submitted and a follow up phone conversation with Ms. Lyles. A NO PERMIT NECESSARY was the determination for the waterline extension. Based on the determination from FDEP and the approval of the plan set by the City of Palm Coast, we are moving forward with the coordination of the construction of the waterline extension. We will keep you up to date on the progress moving forward.



dnorman@hoyletanner.com

www.hoyletanner.com

This communication and any attachments to this are confidential and intended only for the recipient(s). Any other use, dissemination, copying, or disclosure of this communication is strictly prohibited. If you have received this communication in error, please notify us and destroy it immediately. Hoyle, Tanner & Associates, Inc. is not responsible for any undetectable alteration, virus, transmission error, conversion, media degradation, software error, or interference with this transmission or attachments to this transmission.
Hoyle, Tanner & Associates, Inc. | info@hoyletanner.com

Beau Falgout

From: Jim Landon
Sent: Monday, April 20, 2015 3:39 PM
To: City Council
Cc: Executive Team; A Team; Bill Reischmann
Subject: Airport waterline agreement

Council,

I understand some of you may have also been contacted by a Flagler County rep about the delayed waterline project to the south side of the County airport. I received an inquiry from the current Chair of the BoCC, Frank Meeker. Below is my response. The County has been messing with this project for years. They now are attempting to pin the delays on the City. That is just wrong.

Below is an outline of the few remaining issues. I am hoping that the Chair of the Board of County Commissioners is able to assist in resolving the last few outstanding issues. We will continue to attempt to come to a final conclusion as soon as possible, but I will not agree to additional liability for the City above what CC has already approved for a completed project on the barrier island.

Jim Landon
City Manager
City of Palm Coast
160 Cypress Point Pkway, Suite B-106
Palm Coast, FL 32164
Tel: 386-986-3702
www.palmcoastgov.com

Begin forwarded message:

From: Jim Landon <JLandon@palmcoastgov.com>
Date: April 19, 2015 at 1:28:23 AM EDT
To: Frank Meeker <fmeeker@flaglercounty.org>
Subject: Re: Schedule Aailability

Frank,

The language on the easement is NOT a legal issue. It is a business policy decision. PC City Council and the BoCC approved the legal language previously approved by your County Attorney and our City Attorney. The BoCC was then later presented a different easement doc, without any City rep review or knowledge, that substantially increases the City's liability. Our attorney does not have the authority to agree to terms that substantially change what has already been approved by our City Council. We would like to stay with the language approved by both elected bodies, but we have also presented to the County Administrator and County Attorney an easement document with compromise language that is consistent with City Council approval.

Please keep in mind how difficult it will be to go back to City Council because Flagler County will not honor an agreement for a project already completed **on the barrier island**, except for this easement. It seems to me it will be much easier and appropriate for the BoCC to approve a

doc that is consistent with our approved interlocal agreement for the barrier island sewer project. This is why this is a business policy decision. We need your help to place the easement with the language agreed upon by both parties, including your County Attorney, on the BoCC agenda for approval. With all that said, I will work quickly to get our two attorneys back together, but I will also be attending the meeting this time.

I believe the disputed past due sewer charges at the airport have been resolved. Richard Adams sent an email to Roy Sieger this past Friday, late afternoon, indicating that we have agreed to give the County a fee credit for the entire past due balance at the airport. Because we are giving a 100% credit for the past due amount we are assuming this will be acceptable to the County administration. So unless we hear differently, we consider this issue closed.

The only other outstanding issue is the additional water capacity fee and the associated utility agreement. The standard "County" utility agreement has been sent to County staff and the project consulting engineer. It is my understanding that all parties have agreed on the amount of the fee. So as soon as the agreement is returned with the check this issue will also be closed.

Thank you for your help. I will follow up on Monday.

Jim Landon
City Manager
City of Palm Coast
160 Cypress Point Pkway, Suite B-106
Palm Coast, FL 32164
Tel: 386-986-3702
www.palmcoastgov.com

On Apr 18, 2015, at 5:21 PM, Frank Meeker <fmeecker@flaglercounty.org> wrote:

2 of my three hold ups are in "details". I need to get this language issue resolved. Hadeed is the commissions voice on the legal correctness. Give then a chance again please.

Also, please let me know what the correct amount of adjusted fees are. I know there was a meter problem, and I thought this had all been put to bed. Just let me know the amount and what it's based on.

Frank J. Meeker, C.E.P.
Flagler BOCC, District 2

On Apr 18, 2015, at 8:14 AM, Jim Landon
<JLandon@palmcoastgov.com> wrote:

Frank, we have tried that approach in the past. After months, it was not successful. I will have Kendra schedule a time we can meet with Mr. Hadeed as soon as possible. Bill R. is in PC on Tuesdays. Hopefully Mr. Hadeed will accommodate us on a Tuesday. If necessary, we can have Bill attend via the phone.

Do you want to attend?

Jim Landon
City Manager
City of Palm Coast
160 Cypress Point Pkway, Suite B-106
Palm Coast, FL 32164
Tel: 386-986-3702
www.palmcoastgov.com<<http://www.palmcoastgov.com>>

On Apr 17, 2015, at 6:57 PM, Frank Meeker
<fmeeker@flaglercounty.org<<mailto:fmeeker@flaglercounty.org>>
> wrote:

Jim,

Please have Bill R give Al a call asap on Monday to confirm a time for these two to go to work and resolve the issues.

Thanks,

Frank J. Meeker, C.E.P.
Flagler BOCC, District 2

Begin forwarded message:

From: "Albert J. Hadeed"
<ahadeed@flaglercounty.org<<mailto:ahadeed@flaglercounty.org>>
>

Date: April 17, 2015 at 5:17:44 PM EDT

To: Frank Meeker
<fmeeker@flaglercounty.org<<mailto:fmeeker@flaglercounty.org>>
>

Subject: Schedule Aailability

Here are two time blocks you can use: Thursday, April 23, any time after 1:30 pm and all day Friday, April 24.

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Flagler County Board of County Commissioners and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

Beau Falgout

From: Melanie Kelly <mkelly@orlandolaw.net>
Sent: Wednesday, April 29, 2015 2:33 PM
To: Albert J. Hadeed
Cc: Jim Landon; Beau Falgout; Stephen Flanagan; Virginia Smith; Catherine Reischmann
Subject: RE: Easement.
Attachments: Utility Easement clean 4-28-15.pdf; Utility Easement clean 4-28-15.doc

Al:

Per our meeting last week, attached is the Utility Easement Agreement for the Airport. It is my understanding that the County Engineer is to prepare/provide the exhibits. Please let me know if anything more is needed from my side. Thanks for your cooperation.

Sincerely,

William E. Reischmann, Jr., Esquire
City Attorney

Melanie R. Kelly, Legal Assistant to:
William E. Reischmann, Jr., Esquire and
Gary M. Glassman, Esquire



111 North Orange Avenue
Suite 2000
P.O. Box 2873
Orlando, Florida 32802-2873
Phone (407) 425-9566 x 106
Fax (407) 425-9596
Kissimmee (321) 402-0144
Cocoa & Viera (866) 425-9566
Website: www.orlandolaw.net
Email: mkelly@orlandolaw.net

Any incoming e-mail reply to this communication will be electronically filtered for "spam" and/or "viruses." That filtering process may result in such reply being quarantined (i.e., potentially not received at our site at all) and/or delayed in reaching us. For that reason, we may not receive your reply and/or we may not receive it in a timely manner. Accordingly, you should consider sending communications to us which are particularly important or time-sensitive by means other than e-mail.

Confidentiality Note: This e-mail, and any attachment to it, contains privileged and confidential information intended only for the use of the individual(s) or entity named on the e-mail. If the reader of this e-mail is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that reading it is strictly prohibited. If you have received this e-mail in error, please immediately return it to the sender and delete it from your system. Thank you .

From: Albert J. Hadeed [mailto:ahadeed@flaglercounty.org]
Sent: Thursday, April 23, 2015 4:22 PM
To: Melanie Kelly
Cc: Jim Landon (JLandon@palmcoastgov.com); Beau Falgout (bfulgout@palmcoastgov.com); Stephen Flanagan
Subject: RE: Easement.

Thank you. It wasn't that the legal description was not appended when I signed it. It is that after it left our office, somewhere along the way, that last page was removed or got lost. Administration recently instituted some improvements in our agenda development process to minimize these accidents via more control in handling documents. I will keep an eye on it as it moves through the internal process.

On the agenda for this review you are requesting I would only put the strike through version. If approved then I would assemble the final easement document to have it signed. The agenda item would include the sketch of the easement so that the Commissioners will know what it looks like.

Here is the document with the parcel id added. Same file name.

From: Melanie Kelly [mailto:mkelly@orlandolaw.net]
Sent: Thursday, April 23, 2015 3:33 PM
To: Albert J. Hadeed
Cc: Jim Landon (JLandon@palmcoastgov.com); Beau Falgout (bfulgout@palmcoastgov.com); Stephen Flanagan
Subject: Easement.

Al:

Thank you for sending the proposed revised easement. This is consistent with our discussion (including Exhibit "A"). Attached is Exhibit "B" with both pages. But just to be safe, please return the revised easement, with all exhibits, that you intend to submit to your Commission.

Sincerely,

William E. Reischmann, Jr., Esquire

City Attorney

Melanie R. Kelly, Legal Assistant to:

William E. Reischmann, Jr., Esquire and

Gary M. Glassman, Esquire



111 North Orange Avenue

Suite 2000

P.O. Box 2873

Orlando, Florida 32802-2873

Phone (407) 425-9566 x 106

Fax (407) 425-9596

Kissimmee (321) 402-0144

Cocoa & Viera (866) 425-9566

Website: www.orlandolaw.net

Email: mkelly@orlandolaw.net

Any incoming e-mail reply to this communication will be electronically filtered for "spam" and/or "viruses." That filtering process may result in such reply being quarantined (i.e., potentially not received at our site at all) and/or delayed in reaching us. For that reason, we may not receive your reply and/or we may not receive it in a timely manner. Accordingly, you should consider sending communications to us which are particularly important or time-sensitive by means other than e-mail.

Confidentiality Note: This e-mail, and any attachment to it, contains privileged and confidential information intended only for the use of the individual(s) or entity named on the e-mail. If the reader of this e-mail is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that reading it is strictly prohibited. If you have received this e-mail in error, please immediately return it to the sender and delete it from your system. Thank you.

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Flagler County Board of County Commissioners and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

Prepared by:
Catherine D. Reischmann, Esquire
111 N. Orange Ave., Ste. 2000
Orlando, FL 32802

Return to:
City Clerk
City of Palm Coast
160 Cypress Point Parkway, Ste. B-106
Palm Coast, FL 32164

Tax Parcel Id No. _____

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (the “Agreement”) is made this ____ day of _____, 2015, between **FLAGLER COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 1769 East Moody Boulevard, Building 2, Suite 302, Bunnell, Florida 32110 (“Grantor”), and the **CITY OF PALM COAST, FLORIDA**, a municipal corporation of the State of Florida, whose address is 160 Cypress Point Parkway, Ste. B106, Palm Coast, Florida 32164 (“Grantee”).

WITNESSETH:

A. Grantor is the owner of that certain real property located in Flagler County, Florida, as more particularly described in **Exhibit “1”** attached hereto and incorporated herein by this reference (the “Grantor Parcel”).

B. Grantor and Grantee have entered into that certain Flagler County/City of Palm Coast Interlocal Agreement between the City of Palm Coast and Flagler County Relating to the Development of Unincorporated and Incorporated Lands in and Around the Flagler County Airport dated _____, 2015, and recorded at Flagler County Official Records Book _____ Page ____ (the “Interlocal Agreement”) to provide for expansion of Grantee’s utility system to County property abutting the airport.

C. The Interlocal Agreement requires Grantor to grant to Grantee an easement for the operation, maintenance, repair and replacement of utility lines to be located on a portion of the Grantor Parcel, as more particularly described in **Exhibit “2”** attached hereto and incorporated herein by this reference (the “Easement Parcel”), along with other related easements to be located within the Grantor Parcel, as further described herein.

D. The parties desire to memorialize the terms of the aforementioned easements in this Agreement.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements and covenants and restrictions are made:

1. **RECITALS.** The above recitals are true and correct and are incorporated herein by this reference.

2. **GRANT OF UTILITY EASEMENT.** Subject to the terms and conditions hereinafter provided, Grantor hereby grants to Grantee, its successors and assigns, a perpetual, non-exclusive easement and right-of-way on, over and across the Easement Parcel for the operation, maintenance, repair and replacement of water and wastewater lines.

3. **RESERVATION OF RIGHTS BY GRANTOR.** Grantor may use the real property described and depicted in **Exhibit "2"** for any purpose not incompatible with the easements granted hereby, provided that such reserved rights do not obstruct or interfere with the easements and rights herein granted.

4. **MAINTENANCE AND REPAIRS OF EASEMENT PROPERTY.** Following the construction of the improvements by Grantor, Grantee, at its sole cost and expense, shall maintain, or cause to be maintained, in good order and in a slightly and safe condition, the structures and improvements constructed pursuant hereto. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the structures or improvements, Grantee shall, at its sole cost and expense, with due diligence, repair, restore and rebuild such structures or improvements to its condition prior to such damage or destruction.

5. **INDEMNIFICATION.** Subject to the limits of liability set forth in Section 768.28, Fla. Stat., Grantee covenants and agrees to defend, protect, indemnify and hold harmless Grantor, its elected officials, employees and other representatives ("Indemnitees") from and against all claims, including any actions or proceedings brought thereon, and all costs, losses, expenses and liability (including reasonable attorney's fees and costs of suit) arising from or as a result of the injury to or death of any person, or damage to the property of any person which shall occur as a result of the exercise of the easements and rights herein granted, except for claims caused by the negligence or willful act or omission of the Indemnitees, their agents, servants or employees.

6. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the successors and assigns of the parties hereto.

7. **ENFORCEMENT; ATTORNEY'S FEES.** In the event of any default under this instrument, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance. Any party which prevails in any such litigation to enforce the provisions hereof shall recover as part of its costs a reasonable attorneys' fee, together with such other costs and expenses as the court deems appropriate.

8. **CONSTRUCTION.** The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment on each party is carried out.

9. **NOTICE.** The addresses of Grantor and Grantee are as set forth in the initial paragraph. Any party may give written notice of change of address to the others. All notices shall be sent by U.S. mail to the addresses provided for in this paragraph or to the last known address and shall be deemed given when placed in the mail.

10. **NO THIRD PARTY BENEFICIARIES.** This Agreement is granted only for the benefit of Grantor and Grantee and is not intended for the use or benefit of any person or entity other than those set forth above.

11. **ENTIRE AGREEMENT; AMENDMENT.** The parties hereto agree that the entire agreement between the parties with respect to the easements is set forth in this Agreement. This Agreement may be amended only by an instrument in writing and signed by Grantor and Grantee.

12. **WAIVER.** No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor has hereunto set their hands and seals the day and year first above written.

ATTEST:

FLAGLER COUNTY

Gail Wadsworth, Clerk of the Circuit Court
and Comptroller

BY: George Hanns, Chairman
County Board of Commissioners

Date: _____

Approved as to form and legality.

Al Hadeed, County Attorney

[Signatures Continue on Next Page]

IN WITNESS WHEREOF, Grantee has hereunto set their hands and seals the day and year first above written.

WITNESSES:

CITY OF PALM COAST, FLORIDA

By: _____

Jim Landon, City Manager

(print)

ATTEST:

Virginia A. Smith, City Clerk

(print)

Date: _____

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Jim Landon, City Manager of the City of Palm Coast, Florida, who is personally known to me.

Notary Public – State of Florida

Print Name: _____

My Commission expires:

Approved as to form and legality.

William E. Reischmann, Jr., City Attorney

Exhibit “1”

Legal Description of the Grantor Parcel

Exhibit “2”

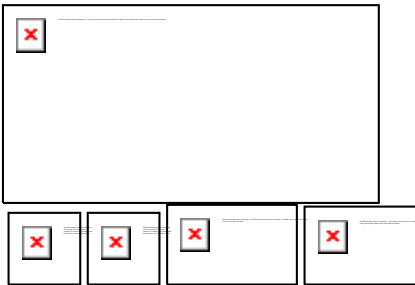
Legal Description of the Easement Parcel

Beau Falgout

From: Richard Adams
Sent: Monday, May 04, 2015 12:44 PM
To: Beau Falgout
Subject: RE: Last Correspondence Regarding Capacity Fees to County

Beau,
Frank Meeker called me last week about what was needed. He asked that we produce an invoice for the additional capacity fee. I told him it was a little premature since we did not yet have a signed utility agreement but I told him I would see what we could do. Irma requested from Finance an invoice for \$9,717.50 and asked that it be sent to Roy.

Richard Adams
Utility Director
City of Palm Coast
2 Utility Dr.
Palm Coast, FL 32137
Tel: 386-986-2351
www.palmcoastgov.com



From: Beau Falgout
Sent: Friday, May 01, 2015 9:50 AM
To: Stephen Flanagan
Cc: Richard Adams
Subject: Last Correspondence Regarding Capacity Fees to County

Can you forward me your last correspondence with County regarding Airport Capacity Fees? I assume we have finalized everything on our end.

Beau Falgout
City Administration Coordinator
City of Palm Coast
160 Cypress Point Pkway, Suite B-106
Palm Coast, FL 32164
Tel: 386-986-3796
www.palmcoastgov.com



City of Palm Coast
Finance Department
160 Cypress Point Parkway
Suite B - 106
Palm Coast, FL 32164



INVOICE

FLAGLER COUNTY AIRPORT
ATTN: ROY SIEGER, AIRPORT DIRECTOR
201 AIRPORT ROAD
PALM COAST, FL 32164

Invoice Number : 28832
Customer Number : 343628
Invoice Date : 5/4/2015

Quantity	Unit	Description	Price	Total
1.00	EACH	ADDITIONAL WATER CAPACITY RESERVATION	\$9,717.50	\$9,717.50
Total Amount Due : \$9,717.50				

PAYMENT IS DUE UPON RECEIPT

Please return the bottom portion of this form with your payment in order to ensure the proper credit of your payment

CITY OF PALM COAST
160 CYPRESS POINT PARKWAY SUITE B - 106
PALM COAST, FL 32164

IF YOU HAVE QUESTIONS, PLEASE CALL ACCOUNTS RECEIVABLE @ (386)986-3792

Invoice Number : 28832
Customer Number : 343628
Invoice Amount Due : \$9,717.50

If you would like to pay by credit card, please fill out the following:

_____ Visa _____ Mastercard _____ Discover

Credit Card Number _____

Expiration Date _____ Amount to Charge _____

Signature _____ Date _____

Name as it appears on the credit card and billing address of the credit card:

FLAGLER COUNTY AIRPORT
201 AIRPORT ROAD
PALM COAST, FL 32164



Beau Falgout

From: Jim Landon <JLandon@palmcoastgov.com>
Sent: Tuesday, May 05, 2015 3:44 PM
To: ccoffey@flaglercounty.org
Subject: FW: items for discussion (County)

Craig,

It's my understanding you'd like to meet this week to talk about road projects, the ILA for the airport and fire service. I'd be happy to meet with you on any/all of these with you, but in order to prepare and to make those discussions productive, I'd like a little more information on what you want to discuss, specifically. Then, I'll pull in our project managers and/or directors involved in the issues and have them meet with us. I request that you ask key County staff members for each of these topic to also join us.

In the meantime, I would like to offer the following information/updates.

Road Projects

The City is currently working on a number of street projects and I am not involved in the coordination of these projects. Let me know what project interests you and I will arrange for the project manager to meet with you and your project manager(s).

Airport

We have recently made progress on the few outstanding issues associated with the airport ILA.

(1) Barrier Island Easement - The City and County attorneys have agreed on language for the easement still needed for our wastewater interconnect on the barrier island. It is my understanding that document has been completed and is now waiting for County Commission approval.

(2) Airport Easement - The utility easement document that needs to be attached to the airport interlocal agreement has been prepared by the City Attorney, and it has been forwarded to the County Attorney for review and approval. Once this document is approved by the County Attorney, it is ready to be attached to the airport agreement. Once that occurs, in my opinion, the agreement is ready to be executed by both parties.

(3) Additional Water Capacity – It is my understanding that a utility agreement for the additional water capacity was sent to a County representative weeks ago. We are waiting for the agreement to be executed and payment remitted to the City. To my knowledge, no additional action is necessary.

(4) As soon as I receive confirmation that the above three matters have been completed by the County, we will work with your engineer of record for the proposed new water line into the airport to obtain the necessary State permits as quickly as possible.

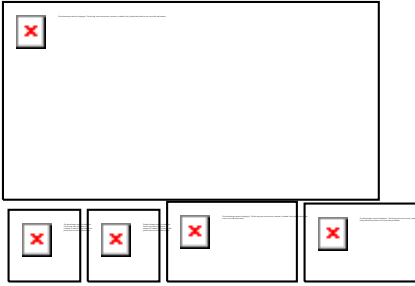
Fire/EMS Service

I have nothing new to report on this issue at this time. Our Fire Department is compiling the run data that we are hoping to use to address the coordination of fire and EMS calls throughout our jurisdictions. Our efforts are not complete. We anticipate the completion of this project within the next few months. Once our research is complete, we will schedule a time(s) we can meet with our Fire Department reps to work on improving the operations of both departments. In the meantime, I would be happy to make arrangements to have Chief Beadle provide you and your staff an update.

If you still believe it would be beneficial to meet this week, please provide me with more specifics and who all will join us so I can invite the appropriate City staff.

Jim Landon
City Manager
City of Palm Coast

160 Cypress Point Pkway, Suite B-106
Palm Coast, FL 32164
Tel: 386-986-3702
www.palmcoastgov.com



From: Kendra Iannotti
Sent: Friday, May 01, 2015 10:50 AM
To: Jim Landon
Subject: FW: items for discussion (County)

Mr. Landon, please see below...

Kendra Iannotti
Executive Assistant to the City Manager
City of Palm Coast
160 Cypress Point Pkway, Suite B-106
Palm Coast, FL 32164
Tel: 386-986-3710
Fax: 386-986-4775
www.palmcoastgov.com



From: Christie L. Mayer [<mailto:cmayer@flaglercounty.org>]
Sent: Friday, May 01, 2015 10:50 AM
To: Kendra Iannotti
Subject: items for discussion

Kendra – Here are the three main items on which Mr. Coffey would like to have continued conversations with Mr. Landon.

- 1) Coordination for road projects
- 2) ILA for airport
- 3) Fire service

Thanks and Have a great weekend!

Christie L. Mayer, CPS/CAP
Exec. Admin. Assist. to County Administrator
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110
Phone (386) 313-4094



PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Flagler County Board of County Commissioners and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

Beau Falgout

From: Jim Landon
Sent: Wednesday, June 03, 2015 6:31 PM
To: Al Hadeed (ahadeed@flaglercounty.org)
Cc: William Reischmann; Catherine Reischmann; Beau Falgout; Virginia Smith
Subject: FW: Outstanding matters

Al,

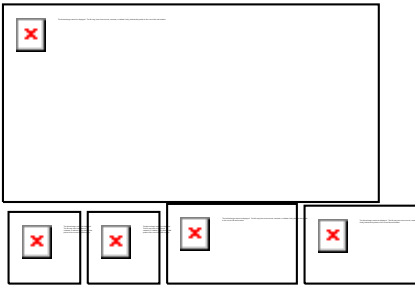
Thank you for your help with the approval of the revised sewer interconnect easement. We also appreciate you moving the "Bulldog Drive" issue forward.

In addition to the "Bulldog Drive" issue, we would really like to get the Airport interlocal agreement and improvements completed. The only item that is left to be attached as an exhibit to finalize the agreement is a utility easement both parties agree to use. Bill Reischmann submitted a proposal to you a few weeks ago. As soon as it is approved as to form by both attorneys, it can be attached to the agreement, and the agreement will be ready to be executed.

The last document that we need executed before the new utility lines are connected to our system is our City utility connection agreement. This is the same document we modified a few years ago for the County's connections to our system, e.g., Lehigh Trail trailhead. We sent this proposed document to County administration a few weeks ago.

Your help in completing these documents would be greatly appreciated.

Jim Landon
City Manager
City of Palm Coast
160 Cypress Point Pkway, Suite B-106
Palm Coast, FL 32164
Tel: 386-986-3702
www.palmcoastgov.com



From: Melanie Kelly [mailto:mkelly@orlandolaw.net]
Sent: Tuesday, June 02, 2015 2:07 PM
To: Jim Landon; Beau Falgout
Cc: Virginia Smith; Catherine Reischmann
Subject: FW: Outstanding matters

Gentlemen:

FYI. I've got Katie working on the Bulldog Drive issues.

Sincerely,

William E. Reischmann, Jr., Esquire
City Attorney

Melanie R. Kelly, Legal Assistant to:
William E. Reischmann, Jr., Esquire and
Gary M. Glassman, Esquire



111 North Orange Avenue
Suite 2000
P.O. Box 2873
Orlando, Florida 32802-2873
Phone (407) 425-9566 x 106
Fax (407) 425-9596
Kissimmee (321) 402-0144
Cocoa & Viera (866) 425-9566
Website: www.orlandolaw.net
Email: mkelly@orlandolaw.net

Any incoming e-mail reply to this communication will be electronically filtered for "spam" and/or "viruses." That filtering process may result in such reply being quarantined (i.e., potentially not received at our site at all) and/or delayed in reaching us. For that reason, we may not receive your reply and/or we may not receive it in a timely manner. Accordingly, you should consider sending communications to us which are particularly important or time-sensitive by means other than e-mail.

Confidentiality Note: This e-mail, and any attachment to it, contains privileged and confidential information intended only for the use of the individual(s) or entity named on the e-mail. If the reader of this e-mail is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that reading it is strictly prohibited. If you have received this e-mail in error, please immediately return it to the sender and delete it from your system. Thank you .

From: Albert J. Hadeed [<mailto:ahadeed@flaglercounty.org>]
Sent: Friday, May 29, 2015 5:33 PM
To: William Reischmann
Cc: Sean Moylan
Subject: Outstanding matters

Bill – I assume you are aware that the interconnect easement is on the BCC meeting for June 1 and it is on consent with a recommendation from the County Administrator for approval.

Regarding Bulldog Drive and the other roadways, I am trying to bring that to the BCC in a “soon to be” meeting. The neighboring streets are Midway Drive, Jarosz Street, Dunson Avenue, and Family Street and there is not much we needed to do to validate that transfer to the City. Bulldog has been subject to more questions and so we examined County records and other sources to write up a history that would support a problem free transfer.

As to the mechanics of the transfer for all four roadways, I have some minor points.

First, we've attempted to identify parcel numbers to be included on the quitclaim, but the Property Appraiser's website does not give an easy indication. What parcel numbers do you want to include on the quitclaim for the roadways?

Second, Fla. Stat. 335.0415(2) & (3) allow for roadway transfers only upon mutual agreement of the affected governments. Can you please suggest one or draft one that meets the needs of the City and would withstand any potential or theoretical challenger? I envision the quitclaim as an exhibit to this agreement. I think the agreement can be pretty simple but you may want more in it than I would do, so I will see what you recommend.

I saw no problems with the quitclaim itself, so it is ready to go except the parcel number issue.

Thanks.

PS I am still waiting for Administration to give me direction on the utility line extension at the airport. They have had a lot of distractions lately but I put it on my list to speak with the Administrator about it next week. Reminder, this one does not need to go to BCC for approval.

Have a good weekend.

Al Hadeed

Flagler County Attorney

1769 E Moody Blvd #2

Bunnell, FL 32110

386-313-4005 Office

386-313-4105 FAX

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Flagler County Board of County Commissioners and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

Beau Falgout

From: Irma Velez
Sent: Monday, June 15, 2015 2:07 PM
To: Beau Falgout; Stephen Flanagan
Subject: FW: Airport
Attachments: FDEP Water Redlined application - Airport.pdf; FDEP Wastewater Redlined application - Airport.pdf

Irma Velez
Utility Development Review Technician
City of Palm Coast
2 Utility Dr.
Palm Coast, FL 32137
Tel: 386-986-2355
www.palmcoastgov.com



From: Irma Velez
Sent: Thursday, June 04, 2015 3:41 PM
To: 'Norman, Doug'; Stephen Flanagan; Sally A. Sherman (sshernan@flaglercounty.org); Roy Sieger (rsieger@flaglercounty.org) (rsieger@flaglercounty.org)
Cc: Chris Johnson
Subject: RE: Airport

Good afternoon,

Please see attached Water and Wastewater redlined applications, let me know if you have any questions.

Thank You,

Irma Velez
Utility Development Review Technician
City of Palm Coast
2 Utility Dr.
Palm Coast, FL 32137
Tel: 386-986-2355
www.palmcoastgov.com



From: Norman, Doug [<mailto:dnorman@hoyletanner.com>]
Sent: Thursday, June 04, 2015 2:57 PM
To: Stephen Flanagan; Sally A. Sherman (ssherman@flaglercounty.org); Roy Sieger (rsieger@flaglercounty.org)
Cc: Irma Velez; Chris Johnson
Subject: RE: Airport

Stephen,

I have not yet received the updated flow data from Irma. As soon as we receive this data we will expedite the changes for your final review.

Thank you for your cooperation.

Douglas N. Norman

From: Stephen Flanagan [<mailto:SFlanagan@palmcoastgov.com>]
Sent: Thursday, May 28, 2015 9:51 AM
To: Norman, Doug; Sally A. Sherman (ssherman@flaglercounty.org); Roy Sieger (rsieger@flaglercounty.org)
Cc: Irma Velez; Chris Johnson
Subject: Airport

I understand that it is time to try and move the Airport project forward again. Hopefully that is the group/teams goal.

That said....Doug – Irma will provide for you the latest Water and Wastewater flow data for the FDEP applications. Please provide us the applications when you have them completed and signed by the County. We will then have them executed by the City Utility Director and returned to you to submit to the FDEP.

Roy/Sally – It is my understanding that you have received the agreement and invoice for additional capacity. If you would provide the fee and signed agreements back to Irma’s attention, that will help keep us moving.

If you should have any questions please call or email me or Ms. Velez.

Thank you.

Stephen Flanagan
Community Development Director
City of Palm Coast
160 Cypress Point Pkwy
Suite B106
Palm Coast, FL 32164
Tel: 386-986-2354
Mobile: 386-931-8010
www.palmcoastgov.com





NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

INSTRUCTIONS: This notice shall be completed and submitted by persons proposing to construct projects permitted under the "General Permit for Construction of Water Main Extensions for Public Water Systems" in Rule 62-555.405, F.A.C. AT LEAST 30 DAYS BEFORE BEGINNING CONSTRUCTION OF A WATER MAIN EXTENSION PROJECT, complete and submit one copy of this notice to the appropriate Department of Environmental Protection (DEP) District Office or Approved County Health Department (ACHD) along with payment of the proper permit processing fee. (When completed, Part II of this notice serves as the preliminary design report for a water main extension project, and thus, it is unnecessary to submit a separate preliminary design report or drawings, specifications, and design data with this notice.) All information provided in this notice shall be typed or printed in ink. The DEP permit processing fee for projects requiring the services of a professional engineer during design is \$650, and the DEP permit processing fee for projects not requiring the services of a professional engineer during design is \$500.* Some ACHDs charge a county permit processing fee in addition to the DEP permit processing fee. Checks for permit processing fees shall be made payable to the Department of Environmental Protection or the appropriate ACHD. NOTE THAT A SEPARATE NOTIFICATION AND A SEPARATE PERMIT PROCESSING FEE ARE REQUIRED FOR EACH NON-CONTIGUOUS PROJECT.†

* Except as noted in paragraphs 62-555.520(3)(a) and (b), F.A.C., projects shall be designed under the responsible charge of one or more professional engineers licensed in Florida.

† Non-contiguous projects are projects that are neither interconnected nor located nearby one another (i.e., on the same site, on adjacent streets, or in the same neighborhood).

I. General Project Information

A. Name of Project: Airport Commerce Centre Drive, Phase Ii

B. Description of Project and Its Purpose: The project involves the construction of a new 12" Water Main. The water main connects to an existing 12" water line (already cleared by FDEP) on South Entrance Road, at approximately STA 29+50 and extends parallel to South Entrance Road, to Belle Terre Blvd and connects to an existing 16" already cleared water main. The water main will eliminate an existing dead-end.

C. Location of Project

1. County Where Project Located: Flagler

2. Description of Project Location: South Entrance Road, off of Belle Terre Blvd.

D. Estimate of Cost to Construct Project: \$150,000.00

E. Estimate of Dates for Starting and Completing Construction of Project: 11/24/2014 - 1/31/2015

F. Permittee

PWS/Company Name: <u>Flagler County Airport</u>		PWS Identification No.:* <u>2180213</u>	
PWS Type:* <input type="checkbox"/> Community <input type="checkbox"/> Non-Transient Non-Community <input type="checkbox"/> Transient Non-Community <input checked="" type="checkbox"/> Consecutive			
Contact Person: <u>Roy Sieger</u>		Contact Person's Title: <u>Airport Director</u>	
Contact Person's Mailing Address: <u>201 Airport Road</u>			
City: <u>Palm Coast</u>		State: <u>FL</u>	Zip Code: <u>32164</u>
Contact Person's Telephone Number: <u>386-437-0401</u>		Contact Person's Fax Number: <u>386-437-7459</u>	
Contact Person's E-Mail Address: <u>rsieger@flaglercounty.org</u>			

* This information is required only if the permittee is a public water system (PWS).

G. Public Water System (PWS) Supplying Water to Project

PWS Name: <u>City Of Palm Coast Utilities</u>		PWS Identification No.: <u>2180863</u>	
PWS Type: <input checked="" type="checkbox"/> Community <input type="checkbox"/> Non-Transient Non-Community <input type="checkbox"/> Transient Non-Community <input type="checkbox"/> Consecutive			
PWS Owner: <u>City Of Palm Coast Utilities</u>			
Contact Person: <u>Richard H. Adams</u>		Contact Person's Title: <u>Utility Director</u>	
Contact Person's Mailing Address: <u>2 Utility Road Drive</u>			
City: <u>Palm Coast</u>		State: <u>FL</u>	Zip Code: <u>32137</u>
Contact Person's Telephone Number: <u>386-986-2350</u>		Contact Person's Fax Number: <u>386-986-2391</u>	
Contact Person's E-Mail Address: <u>radams@ci.palm-coast.fl.us</u> <u>palmcoastgov.com</u>			

NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Project Name: Airport Commerce Centre Drive, Phase Ii	Permittee: Flagler County Airport
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H. Public Water System (PWS) that Will Own Project After It Is Placed into Permanent Operation

PWS Name: City Of Palm Coast Utilities		PWS Identification No.:* 2180863	
PWS Type:* <input checked="" type="checkbox"/> Community <input type="checkbox"/> Non-Transient Non-Community <input type="checkbox"/> Transient Non-Community <input type="checkbox"/> Consecutive			
PWS Owner: City Of Palm Coast Utilities			
Contact Person: Richard H. Adams		Contact Person's Title: Utility Director	
Contact Person's Mailing Address: 2 Utility Road Drive			
City: Palm Coast		State: FL	Zip Code: 32137
Contact Person's Telephone Number: 386-986-2350		Contact Person's Fax Number: 386-986-2391	
Contact Person's E-Mail Address: radams@ci.palm-coast.fl.us palmcoastgov.com			

* This information is required only if the owner/operator is an existing PWS.

I. Professional Engineer(s) or Other Person(s) in Responsible Charge of Designing Project*

Company Name: Hoyle, Tanner & Associates		
Designer(s): David F. Edson		Title(s) of Designer(s): Project Manager
Qualifications of Designer(s):		
<input checked="" type="checkbox"/> Professional Engineer(s) Licensed in Florida – License Number(s): 65014		
<input type="checkbox"/> Public Officer(s) Employed by State, County, Municipal, or Other Governmental Unit of State [†]		
<input type="checkbox"/> Plumbing Contractor(s) Licensed in Florida – License Number(s): [^]		
Mailing Address of Designer(s): 95 East Mitchell Hammock Rd, Suite 200		
City: Oviedo		Zip Code: 32765
Telephone Number of Designer(s): 407-380-1919		Fax Number of Designer(s): 407-380-1830
E-Mail Address(es) of Designer(s): dedson@hoyletanner.com		

* Except as noted in paragraphs 62-555.520(3)(a) and (b), F.A.C., projects shall be designed under the responsible charge of one or more professional engineers licensed in Florida.

[†] Attach a detailed construction cost estimate showing that the cost to construct this project is \$10,000 or less.

[^] Attach documentation showing that this project will be installed by the plumbing contractor(s) designing this project, documentation showing that this project involves a public water system serving a single property and fewer than 250 fixture units, and a detailed construction cost estimate showing that the cost to construct this project is \$50,000 or less.

II. Preliminary Design Report for Project*

A. Service Area, Water Use, and Service Pressure Information

1. Design Type and Number of Service Connections, and Average Daily Water Demands and Maximum-Day Water Demands, in the Entire Area to Be Served by the Water Mains Being Constructed Under this Project:

A = Type of Service Connection	B = Number of Service Connections	C = Average Daily Water Demand Per Service Connection, gpd	D = Total Average Daily Water Demand ^a , gpd (Columns BxC for Residential Service Connections)	E = Total Maximum-Day Water Demand ^b , gpd
Single-Family Home	0	0	0	0
Mobile Home	0	0	0	0
Apartment	0	0	0	0
Commercial, Institutional, or Industrial Facility ^a	0		0	0
Total	0		0	0

a. Description of Commercial, Institutional, or Industrial Facilities and Explanation of Method(s) Used to Estimate Average Daily Water Demand for These Facilities: N/A

b. Explanation of Peaking Factor(s) or Method(s) Used to Estimate Maximum-Day Water Demand: N/A

NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Project Name: Airport Commerce Centre Drive, Phase II	Permittee: Flagler County Airport
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2. Explanation of Peaking Factor(s) or Method(s) Used to Estimate Design Peak-Hour Water Demand and, for Small Water Systems that Use Hydropneumatic Tanks or that Are Not Designed to Provide Fire Protection, Peak Instantaneous Water Demand: N/A

3. Design Fire-Flow Rate and Duration: 500 gpm for 30 minutes

4. Design Service Pressure Range: 40 - 60 psi

B. Project Site Information

1. ATTACH A SITE PLAN OR SKETCH SHOWING THE SIZE AND APPROXIMATE LOCATION OF NEW OR ALTERED WATER MAINS, SHOWING THE APPROXIMATE LOCATION OF HYDRANTS, VALVES, METERS, AND BLOW-OFFS IN SAID MAINS, AND SHOWING HOW SAID MAINS CONNECT TO THE PUBLIC WATER SYSTEM SUPPLYING WATER FOR THE PROJECT.
 2. Description of Any Areas Where New or Altered Water Mains Will Cross Above or Under Surface Water or Be Located in Soil that Is Known to Be Aggressive: none
-
-

C. Information About Compliance with Design and Construction Requirements

1. If this project is being designed to comply with the following requirements, initial in ink before the requirements. If any of the following requirements do not apply to this project or if this project includes exceptions to any of the following requirements as allowed by rule, mark "X" before the requirements and complete Part II.C.2 below. *RSWW* = *Recommended Standards for Water Works* as incorporated into Rule 62-555.330, F.A.C.

- DRS a. This project is being designed to keep existing water mains and service lines in operation during construction or to minimize interruption of water service during construction. [RSWW 1.3.a; exceptions allowed under FAC 62-555.330]
- DRS b. All pipe, pipe fittings, pipe joint packing and jointing materials, valves, fire hydrants, and meters installed under this project will conform to applicable American Water Works Association (AWWA) standards. [FAC 62-555.320(21)(b), RSWW 8.0, and AWWA standards as incorporated into FAC 62-555.330; exceptions allowed under FAC 62-555.320(21)(c)]
- DRS c. All public water system components, excluding fire hydrants, that will be installed under this project and that will come into contact with drinking water will conform to NSF International Standard 61 as adopted in Rule 62-555.335, F.A.C., or other applicable standards, regulations, or requirements referenced in paragraph 62-555.320(3)(b), F.A.C. [FAC 62-555.320(3)(b); exceptions allowed under FAC 62-555.320(3)(d)]
- DRS d. All pipe and pipe fittings installed under this project will contain no more than 8.0% lead, and any solder or flux used in this project will contain no more than 0.2% lead. [FAC 62-555.322]
- DRS e. All pipe and pipe fittings installed under this project will be color coded or marked in accordance with subparagraph 62-555.320(21)(b)3, F.A.C., using blue as a predominant color. (Underground plastic pipe will be solid-wall blue pipe, will have a co-extruded blue external skin, or will be white or black pipe with blue stripes incorporated into, or applied to, the pipe wall; and underground metal or concrete pipe will have blue stripes applied to the pipe wall. Pipe striped during manufacturing of the pipe will have continuous stripes that run parallel to the axis of the pipe, that are located at no greater than 90-degree intervals around the pipe, and that will remain intact during and after installation of the pipe. If tape or paint is used to stripe pipe during installation of the pipe, the tape or paint will be applied in a continuous line that runs parallel to the axis of the pipe and that is located along the top of the pipe; for pipe with an internal diameter of 24 inches or greater, tape or paint will be applied in continuous lines along each side of the pipe as well as along the top of the pipe. Aboveground pipe will be painted blue or will be color coded or marked like underground pipe.) [FAC 62-555.320(21)(b)3]
- DRS f. All new or altered water mains included in this project are sized after a hydraulic analysis based on flow demands and pressure requirements. ATTACH A HYDRAULIC ANALYSIS JUSTIFYING THE SIZE OF ANY NEW OR ALTERED WATER MAINS WITH AN INSIDE DIAMETER OF LESS THAN THREE INCHES. [FAC 62-555.320(21)(b) and RSWW 8.1]

NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Project Name: Airport Commerce Centre Drive, Phase II	Permittee: Flagler County Airport
---	-----------------------------------

- DRS
g.

The inside diameter of new or altered water mains that are included in this project and that are being designed to provide fire protection and serve fire hydrants will be at least six inches. [FAC 62-555.320(21)(b) and RSWW 8.1.2]
- DRS
h.

New or altered water mains that are included in this project and that are not being designed to carry fire flows do not have fire hydrants connected to them. [FAC 62-555.320(21)(b) and RSWW 8.1.5]
- DRS
i.

This project is being designed to minimize dead-end water mains by making appropriate tie-ins where practical. [FAC 62-555.320(21)(b) and RSWW 8.1.6.a]
- X
j.

New or altered dead-end water mains included in this project will be provided with a fire or flushing hydrant or blow-off for flushing purposes. [FAC 62-555.320(21)(b) and RSWW 8.1.6.b]
- DRS
k.

Sufficient valves will be provided on new or altered water mains included in this project so that inconvenience and sanitary hazards will be minimized during repairs. [FAC 62-555.320(21)(b) and RSWW 8.2]
- DRS
l.

New or altered fire hydrant leads included in this project will have an inside diameter of at least six inches and will include an auxiliary valve. [FAC 62-555.320(21)(b) and RSWW 8.3.3]
- DRS
m.

All fire hydrants that will be installed under this project and that will have unplugged, underground drains will be located at least three feet from any existing or proposed storm sewer, stormwater force main, pipeline conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C., or vacuum-type sanitary sewer; at least six feet from any existing or proposed gravity- or pressure-type sanitary sewer, wastewater force main, or pipeline conveying reclaimed water not regulated under Part III of Chapter 62-10, F.A.C.; and at least ten feet from any existing or proposed "on-site sewage treatment and disposal system." [FAC 62-555.314(4)]
- X
n.

At high points where air can accumulate in new or altered water mains included in this project, provisions will be made to remove the air by means of air relief valves, and automatic air relief valves will not be used in situations where flooding of the valve manhole or chamber may occur. [FAC 62-555.320(21)(b) and RSWW 8.4.1]
- X
o.

The open end of the air relief pipe from all automatic air relief valves installed under this project will be extended to at least one foot above grade and will be provided with a screened, downward-facing elbow. [FAC 62-555.320(21)(b) and RSWW 8.4.2]
- X
p.

New or altered chambers, pits, or manholes that contain valves, blow-offs, meters, or other such water distribution system appurtenances and that are included in this project will not be connected directly to any sanitary or storm sewer, and blow-offs or air relief valves installed under this project will not be connected directly to any sanitary or storm sewer. [FAC 62-555.320(21)(b) and RSWW 8.4.3]
- DRS
q.

New or altered water mains included in this project will be installed in accordance with applicable AWWA standards or in accordance with manufacturers' recommended procedures. [FAC 62-555.320(21)(b), RSWW 8.5.1, and AWWA standards as incorporated into FAC 62-555.330]
- DRS
r.

A continuous and uniform bedding will be provided in trenches for underground pipe installed under this project; backfill material will be tamped in layers around underground pipe installed under this project and to a sufficient height above the pipe to adequately support and protect the pipe; and unsuitably sized stones (as described in applicable AWWA standards or manufacturers' recommended installation procedures) found in trenches will be removed for a depth of at least six inches below the bottom of underground pipe installed under this project. [FAC 62-555.320(21)(b), RSWW 8.5.2]
- DRS
s.

All water main tees, bends, plugs, and hydrants installed under this project will be provided with thrust blocks or restrained joints to prevent movement. [FAC 62-555.320(21)(b) and RSWW 8.5.4]
- DRS
t.

New or altered water mains that are included in this project and that will be constructed of asbestos-cement or polyvinyl chloride pipe will be pressure and leakage tested in accordance with AWWA Standard C603 or C605, respectively, as incorporated into Rule 62-555.330, F.A.C., and all other new or altered water mains included in this project will be pressure and leakage tested in accordance with AWWA Standard C600 as incorporated into Rule 62-555.330. [FAC 62-555.320(21)(b)1 and AWWA standards as incorporated into FAC 62-555.330]
- DRS
u.

New or altered water mains, including fire hydrant leads and including service lines that will be under the control of a public water system and that have an inside diameter of three inches or greater, will be disinfected and bacteriologically evaluated in accordance with Rule 62-555.340, F.A.C. [FAC 62-555.320(21)(b)2 and FAC 62-555.340]
- DRS
v.

New or altered water mains that are included in this project and that will be installed in areas where there are known aggressive soil conditions will be protected through use of corrosion-resistant water main materials, through encasement of the water mains in polyethylene, or through provision of cathodic protection. [FAC 62-555.320(21)(b) and RSWW 8.5.7.d]

NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Project Name: Airport Commerce Centre Drive, Phase II	Permittee: Flagler County Airport
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- DP
w.

New or relocated, underground water mains included in this project will be laid to provide a horizontal distance of at least three feet between the outside of the water main and the outside of any existing or proposed vacuum-type sanitary sewer, storm sewer, stormwater force main, or pipeline conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C.; a horizontal distance of at least six feet between the outside of the water main and the outside of any existing or proposed gravity-type sanitary sewer (or a horizontal distance of at least three feet between the outside of the water main and the outside of any existing or proposed gravity-type sanitary sewer if the bottom of the water main will be laid at least six inches above the top of the sewer); a horizontal distance of at least six feet between the outside of the water main and the outside of any existing or proposed pressure-type sanitary sewer, wastewater force main, or pipeline conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.; and a horizontal distance of at least ten feet between the outside of the water main and all parts of any existing or proposed "on-site sewage treatment and disposal system." [FAC 62-555.314(1); exceptions allowed under FAC 62-555.314(5)]
- DP
x.

New or relocated, underground water mains that are included in this project and that will cross any existing or proposed gravity- or vacuum-type sanitary sewer or storm sewer will be laid so the outside of the water main is at least six inches above the other pipeline or at least 12 inches below the other pipeline; and new or relocated, underground water mains that are included in this project and that will cross any existing or proposed pressure-type sanitary sewer, wastewater or stormwater force main, or pipeline conveying reclaimed water will be laid so the outside of the water main is at least 12 inches above or below the other pipeline. [FAC 62-555.314(2); exceptions allowed under FAC 62-555.314(5)]
- DP
y.

At the utility crossings described in Part II.C.1.w above, one full length of water main pipe will be centered above or below the other pipeline so the water main joints will be as far as possible from the other pipeline or the pipes will be arranged so that all water main joints are at least three feet from all joints in vacuum-type sanitary sewers, storm sewers, stormwater force mains, or pipelines conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C., and at least six feet from all joints in gravity- or pressure-type sanitary sewers, wastewater force mains, or pipelines conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C. [FAC 62-555.314(2); exceptions allowed under FAC 62-555.314(5)]
- X
z.

New or altered water mains that are included in this project and that will cross above surface water will be adequately supported and anchored, protected from damage and freezing, and accessible for repair or replacement. [FAC 62-555.320(21)(b) and *RSWW* 8.7.1]
- X
aa.

New or altered water mains that are included in this project and that will cross under surface water will have a minimum cover of two feet. [FAC 62-555.320(21)(b) and *RSWW* 8.7.2]
- X
bb.

New or altered water mains that are included in this project and that will cross under surface water courses greater than 15 feet in width will have flexible or restrained, watertight pipe joints and will include valves at both ends of the water crossing so the underwater main can be isolated for testing and repair; the aforementioned isolation valves will be easily accessible and will not be subject to flooding; the isolation valve closest to the water supply source will be in a manhole; and permanent taps will be provided on each side of the isolation valve within the manhole to allow for insertion of a small meter to determine leakage from the underwater main and to allow for sampling of water from the underwater main. [FAC 62-555.320(21)(b) and *RSWW* 8.7.2]
- DP
cc.

This project is being designed to include proper backflow protection at those new or altered service connections where backflow protection is required or recommended under Rule 62-555.360, F.A.C., or in *Recommended Practice for Backflow Prevention and Cross-Connection Control*, AWWA Manual M14, as incorporated into Rule 62-555.330, F.A.C.; or the public water system that will own this project after it is placed into operation has a cross-connection control program requiring water customers to install proper backflow protection at those service connections where backflow protection is required or recommended under Rule 62-555.360, F.A.C., or in AWWA Manual M14. [FAC 62-555.360 and AWWA Manual M14 as incorporated into FAC 62-555.330]
- DP
dd.

Neither steam condensate, cooling water from engine jackets, nor water used in conjunction with heat exchangers will be returned to the new or altered water mains included in this project. [FAC 62-555.320(21)(b) and *RSWW* 8.8.2]


NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Project Name: Airport Commerce Centre Drive, Phase II | Permittee: Flagler County Airport

2. Explanation for Requirements Marked "X" in Part II.C.1 Above. Including Justification, Documentation, Assurances, and/or Alternatives as Required by Rule for Exceptions to Requirements in Part II.C.1:
- j - No new or altered dead-ends within project.
 - f - new water main is sized to match and complete existing deadend pipeline.
 - n.o - No air release valves will be included in this project.
 - p - No new or altered chambers, pits, or manholes will be included in this project.
 - v - No known aggressive soil conditions within project.
 - z - No crossings above surface water will be included in this project.
 - aa,bb - No crossings under surface water will be included in this project.
 - cc,dd - no user connections or services will be included in this project.

I completed Part II of this notice, and the information provided in Part II and on the attachment(s) to Part II is true and accurate to the best of my knowledge and belief.

Signature, Seal, and Date of Professional Engineer (PE) or Signature and Date of Other Person in Responsible Charge of Designing Project:*



January 27, 2015

Printed/Typed Name: David F. Edson

License Number of PE or License Number or Title of Other Person in Responsible Charge of Designing Project: * 65014

Portion of Preliminary Design Report for Which Responsible: 100%

Signature, Seal, and Date of Professional Engineer (PE) or Signature and Date of Other Person in Responsible Charge of Designing Project:*

Printed/Typed Name:

License Number of PE or License Number or Title of Other Person in Responsible Charge of Designing Project:*

Portion of Preliminary Design Report for Which Responsible:

* Except as noted in paragraphs 62-555.520(3)(a) and (b), F.A.C., projects shall be designed under the responsible charge of one or more PEs licensed in Florida. If this project is being designed under the responsible charge of one or more PEs licensed in Florida, Part II of this notice shall be completed, signed, sealed, and dated by the PE(s) in responsible charge. If this project is not being designed under the responsible charge of one or more PEs licensed in Florida, Part II shall be completed, signed, and dated by the person(s) in responsible charge of designing this project.

NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Project Name: Airport Commerce Centre Drive, Phase II	Permittee: Flagler County Airport
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III. Certifications

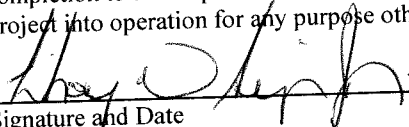
A. Certification by Permittee

I am duly authorized to sign this notice on behalf of the permittee identified in Part I.F of this notice. I certify that, to the best of my knowledge and belief, this project complies with Chapter 62-555, F.A.C. I also certify that construction of this project has not begun yet and that, to the best of my knowledge and belief, this project does not include any of the following construction work:

- construction of water mains conveying raw or partially treated drinking water;
- construction of drinking water treatment, pumping, or storage facilities or conflict manholes;
- construction of water mains in areas contaminated by low-molecular-weight petroleum products or organic solvents;
- construction of an interconnection between previously separate public water systems or construction of water mains that create a "new system" as described under subsection 62-555.525(1), F.A.C.; or
- construction of water mains that will remain dry following completion of construction.

(A specific construction permit is required for each project involving any of the above listed construction work.)

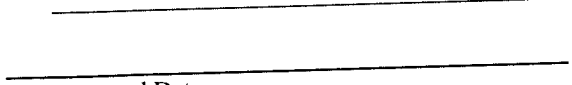
I understand that, if this project is designed under the responsible charge of one or more professional engineers (PEs) licensed in Florida, the permittee must retain a Florida-licensed PE to take responsible charge of inspecting construction of this project for the purpose of determining in general if the construction proceeds in compliance with the Department of Environmental Protection construction permit, including the approved preliminary design report, for this project. I understand that the permittee must have complete record drawings prepared for this project. I also understand that the permittee must submit a certification of construction completion to the Department and obtain written approval, or clearance, from the Department before the permittee places this project into operation for any purpose other than disinfection or testing for leaks.

	Roy Sieger	Airport Director
Signature and Date	Printed or Typed Name	Title

B. Certification by PWS Supplying Water to Project

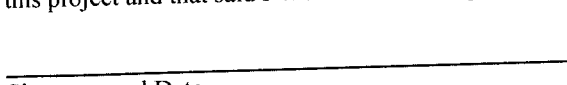
I am duly authorized to sign this notice on behalf of the PWS identified in Part I.G of this notice. I certify that said PWS will supply the water necessary to meet the design water demands for this project. As indicated below, the water treatment plant(s) to which this project will be connected has(have) the capacity necessary to meet the design water demands for this project, and I certify that all other PWS components affected by this project also have the capacity necessary to meet the design water demands for this project. I certify that said PWS is in compliance with applicable planning requirements in Rule 62-555.348, F.A.C.; applicable cross-connection control requirements in Rule 62-555.360, F.A.C.; and to the best of my knowledge and belief, all other applicable rules in Chapters 62-550, 62-555, and 62-699, F.A.C.; furthermore, I certify that, to the best of my knowledge and belief, said PWS's connection to this project will not cause said PWS to be in noncompliance with Chapter 62-550 or 62-555, F.A.C. I also certify that said PWS has reviewed the preliminary design report for this project and that said PWS considers the connection(s) between this project and said PWS acceptable as designed.

- Name(s) of Water Treatment Plant(s) to Which this Project Will Be Connected: City of Palmcoast WTP
-
- Total Permitted Maximum Day Operating Capacity of Plant(s), gpd: 15,384,000
 - Total Maximum Day Flow at Plant(s) as Recorded on Monthly Operating Reports During Past 12 Months, gpd: 9,501,000

	Richard H. Adams	Utility Director
Signature and Date	Printed or Typed Name	Title

C. Certification by PWS that Will Own Project After It Is Placed into Permanent Operation

I am duly authorized to sign this notice on behalf of the PWS identified in Part I.H of this notice. I certify that said PWS will own this project after it is placed into permanent operation. I also certify that said PWS has reviewed the preliminary design report for this project and that said PWS considers this project acceptable as designed.

	Richard H. Adams	Utility Director
Signature and Date	Printed or Typed Name	Title

NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs


Project Name: Airport Commerce Centre Drive, Phase Ii	Permittee: Flagler County Airport
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D. Certification by Professional Engineer(s) in Responsible Charge of Designing Project*

I, the undersigned professional engineer licensed in Florida, am in responsible charge of designing this project. I certify that, to the best of my knowledge and belief, the design of this project complies with Chapter 62-555, F.A.C. I also certify that, to the best of my knowledge and belief, this project is not being designed to include any of the following construction work:

- construction of water mains conveying raw or partially treated drinking water;
- construction of drinking water treatment, pumping, or storage facilities or conflict manholes;
- construction of water mains in areas contaminated by low-molecular-weight petroleum products or organic solvents;
- construction of an interconnection between previously separate public water systems or construction of water mains that create a "new system" as described under subsection 62-555.525(1), F.A.C.; or
- construction of water mains that will remain dry following completion of construction.

(A specific construction permit is required for each project involving any of the above listed construction work.)

Signature, Seal, and Date: <div style="text-align: center;">  January 27, 2015 </div>	Signature, Seal, and Date:
Printed/Typed Name: David F. Edson	Printed/Typed Name:
License Number: 65014	License Number:
Portion of Preliminary Design Report for Which Responsible: 100%	Portion of Preliminary Design Report for Which Responsible:

* Except as noted in paragraphs 62-555.520(3)(a) and (b), F.A.C., projects shall be designed under the responsible charge of one or more professional engineers (PEs) licensed in Florida. If this project is being designed under the responsible charge of one or more PEs licensed in Florida, Part III.D of this notice shall be completed by the PE(s) in responsible charge. If this project is not being designed under the responsible charge of one or more PEs licensed in Florida, Part III.D does not have to be completed.



Florida Department of Environmental Protection

Twin Towers Office Bldg., 2600 Blair Stone Road, Tallahassee, Florida 32399-2400

NOTIFICATION/APPLICATION FOR CONSTRUCTING A DOMESTIC WASTEWATER COLLECTION/TRANSMISSION SYSTEM

PART I - GENERAL

Subpart A: Permit Application Type

Permit Application Type (mark one only)	EDUs Served	Application Fee*	"X"
Are you applying for an individual permit for a domestic wastewater collection/transmission system? Note: an EDU is equal to 3.5 persons. Criteria for an individual permit are contained in Rule 62-604.600(7), F.A.C.	≥ 10	\$500	<input type="checkbox"/>
	< 10	\$300	<input checked="" type="checkbox"/>
Is this a Notice of Intent to use the general permit for wastewater collection/transmission systems? Criteria for qualifying for a general permit are contained in Rule 62-604.600(6), F.A.C. Projects not meeting the criteria in Rule 62-604.600(6), F.A.C., must apply for an individual permit.	N/A	\$250	<input type="checkbox"/>

*Note: Each non-contiguous project (i.e., projects that are not interconnected or are not located on adjacent streets or in the same neighborhood) requires a separate application and fee.

Subpart B: Instructions

- (1) This form shall be completed for all domestic wastewater collection/transmission system construction projects as follows:
 - If this is a Notice of Intent to use the general permit, this notification shall be submitted to the Department **at least 30 days prior to initiating construction.**
 - If this is an application for an individual permit, the permit must be obtained prior to initiating construction.

- (2) One copy of the completed form shall be submitted to the appropriate DEP district office or delegated local program along with the appropriate fee, and one copy of the following supporting documents. Checks should be made payable to the Florida Department of Environmental Protection, or the name of the appropriate delegated local program.
 - If this is a Notice of Intent to use the general permit, attach a site plan or sketch showing the size and approximate location of new or altered gravity sewers, pump stations and force mains; showing the approximate location of manholes and isolation valves; and showing how the proposed project ties into the existing or proposed wastewater facilities. The site plan or sketch shall be signed and sealed by a professional engineer registered in Florida.
 - If this is an application for an individual permit, one set of plans and specifications shall be submitted with this application, or alternatively, an engineering report shall be submitted. Plans and specifications and engineering reports shall be prepared in accordance with the applicable provisions of Chapters 10 and 20 of *Recommended Standards for Wastewater Facilities*. The plans and specifications or engineering report shall be signed and sealed by a Professional Engineer registered in Florida.

- (3) All information shall be typed or printed in ink. Where attached sheets (or other technical documentation) are utilized in lieu of the blank spaces provided, indicate appropriate cross-references on the form. For Items (1) through (4) of Part II of this application form, if an item is not applicable to your project, indicate "NA" in the appropriate space provided.

PART II – PROJECT DOCUMENTATION

(1) Collection/Transmission System Permittee

Name Roy Sieger Title Airport Director
 Company Name Flagler County Airport
 Address 201 Airport Road
 City Palm Coast State FL Zip 32164
 Telephone 386-437-0401 Fax 386-437-7459 Email rsieger@flaglercounty.org

(2) General Project Information

Project Name Airport Commerce Centre Drive Phase II
 Location: County Flagler City Palm Coast Section 18 Township 12S Range 31E
 Project Description and Purpose (including pipe length, range of pipe diameter, total number of manholes, and total number of pump stations) Approximately 1,950-LF of 6" PVC FM along South Entrance Road. The force main will connect to an existing 4" force main at approximately STA 29+50 and extend parallel to South Entrance Road to Belle Terre Blvd. The 6" PVC FM will connect to the existing 8" (already cleared) FM. The 6" FM along South Entrance Road will be a dry line.
 Estimated date for: Start of construction 11/24/2014 Completion of construction 1/31/2015
 Connections to existing system or treatment plant 0

(3) Project Capacity

A = Type of Unit	B = Number of Units	C = Population Per Unit	D = Total Population (Columns B x C)	E = Per Capita Flow	F = Total Average Daily Flow (Columns D x E)	G = Peak hour flow
Single-Family Home	0	0	0	0	0	0
Mobile Home	0	0	0	0	0	0
Apartment	0	0	0	0	0	0
Commercial, Institutional, or Industrial Facility*	0	0	0	0	0	0
Total			0		0	0

* Description of commercial, institutional, and industrial facilities and explanation of method used to estimate per capita flow for these facilities:

(4) Pump Station Data (attached additional sheets as necessary)

Location	Type	Estimated Flow to the Station (GPD)			Operating Conditions [GPM @ FT (TDH)]
		Maximum	Average	Minimum	

(5) Collection/Transmission System Design Information

A. This information must be completed for all projects by the applicant’s professional engineer, and if applicable, those professional engineers in other disciplines who assisted with the design of the project.

If this project has been designed to comply with the standards and criteria listed below, the engineer shall initial in ink before the standards or criteria. If any of the standards or criteria do not apply to this project or if this project has not been designed to comply with the standards or criteria, mark “X” before the appropriate standard or criteria and provide an explanation, including any applicable rule references, in (5)B. below.

Note, if the project has not been designed in accordance with the standards and criteria set forth in Rules 62-604.400(1) and (2), F.A.C., an application for an individual permit shall be submitted. However, if Rules 62-604.400(1) and (2), F.A.C., specifically allow for another alternative that will result in an equivalent level of reliability and public health protection, the project can be constructed using the general permit.

General Requirements

- _____ 1. The project is designed based on an average daily flow of 100 gallons per capita plus wastewater flow from industrial plants and major institutional and commercial facilities unless water use data or other justification is used to better estimate the flow. The design includes an appropriate peaking factor, which covers I/I contributions and non-wastewater connections to those service lines. [RSWF 11.243]
- _____ 2. Procedures are specified for operation of the collection/transmission system during construction. [RSWF 20.15]
- _____ 3. The project is designed to be located on public right-of-ways, land owned by the permittee, or easements and to be located no closer than 100 feet from a public drinking water supply well and no closer than 75 feet from a private drinking water supply well; or documentation is provided in Part II.(5)B., showing that another alternative will result in an equivalent level of reliability and public health protection. [62-604.400(1)(b) and (c), F.A.C.]
- _____ 4. The project is designed with no physical connections between a public or private potable water supply system and a sewer or force main and with no water pipes passing through or coming into contact with any part of a sewer manhole. [RSFW 38.1 and 48.5]
- _____ 5. The project is designed to preclude the deliberate introduction of storm water, surface water, groundwater, roof runoff, subsurface drainage, swimming pool drainage, air conditioning system condensate water, non-contact cooling water except as provided by Rule 62-610.668(1), F.A.C., and sources of uncontaminated wastewater, except to augment the supply of reclaimed water in accordance with Rule 62-610.472(3)(c), F.A.C. [62-604.400(1)(d), F.A.C.]
- _____ 6. The project is designed so that all new or relocated, buried sewers and force mains, are located in accordance with the separation requirements from water mains and reclaimed water lines of Rules 62-604.400(2)(g)(h) and (i) and (3), F.A.C. Note, if the criteria of Rules 62-604.400(2)(g) 4. or (2)(i) 3., F.A.C., are used, describe in Part II.C. alternative construction features that will be provided to afford a similar level of reliability and public health protection. [62-604.400(2)(g), (h), and (i) and (3), F.A.C.]

Gravity Sewers

- _____ 7. The project is designed with no public gravity sewer conveying raw wastewater less than 8 inches in diameter. [RSWF 33.1]
 - _____ 8. The design considers buoyancy of sewers, and appropriate construction techniques are specified to prevent flotation of the pipe where high groundwater conditions are anticipated. [RSWF 33.3]
 - _____ 9. All sewers are designed with slopes to give mean velocities, when flowing full, of not less than 2.0 feet per second, based on Manning's formula using an "n" value of 0.013; or if it is not practicable to maintain these minimum slopes and the depth of flow will be 0.3 of the diameter or greater for design average flow, the owner of the system has been notified that additional sewer maintenance will be required. The pipe diameter and slope are selected to obtain the greatest practical velocities to minimize solids deposition problems. Oversized sewers are not specified to justify flatter slopes. [RSWF 33.41, 33.42, and 33.43]
 - _____ 10. Sewers are designed with uniform slope between manholes. [RWSF 33.44]
 - _____ 11. Where velocities greater than 15 fps are designed, provisions to protect against displacement by erosion and impact are specified. [RSWF 33.45]
 - _____ 12. Sewers on 20% slopes or greater are designed to be anchored securely with concrete, or equal, anchors spaced as follows: not over 36 feet center to center on grades 20% and up to 35%; not over 24 feet center to center on grades 35% and up to 50%; and not over 16 feet center to center on grades 50% and over. [RSWF 33.46]
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- _____ 13. Sewers 24 inches or less are designed with straight alignment between manholes. Where curvilinear sewers are proposed for sewers greater than 24 inches, the design specifies compression joints; ASTM or specific pipe manufacturer's maximum allowable pipe joint deflection limits are not exceeded; and curvilinear sewers are limited to simple curves which start and end at manholes. [RSWF 33.5]
 - _____ 14. Suitable couplings complying with ASTM specifications are required for joining dissimilar materials. [RSWF 33.7]
 - _____ 15. Sewers are designed to prevent damage from superimposed loads. [RSWF 33.7]

- _____ 16. Appropriate specifications for the pipe and methods of bedding and backfilling are provided so as not to damage the pipe or its joints, impede cleaning operations and future tapping, nor create excessive side fill pressures and ovalation of the pipe, nor seriously impair flow capacity. [RSWF 33.81]
- _____ 17. Appropriate deflection tests are specified for all flexible pipe. Testing is required after the final backfill has been in place at least 30 days to permit stabilization of the soil-pipe system. Testing requirements specify: 1) no pipe shall exceed a deflection of 5%; 2) using a rigid ball or mandrel for the deflection test with a diameter not less than 95% of the base inside diameter or average inside diameter of the pipe, depending on which is specified in the ASTM specification, including the appendix, to which the pipe is manufactured; and 3) performing the test without mechanical pulling devices. [RSWF 33.85]
- _____ 18. Leakage tests are specified requiring that: 1) the leakage exfiltration or infiltration does not exceed 200 gallons per inch of pipe diameter per mile per day for any section of the system; 2) exfiltration or infiltration tests be performed with a minimum positive head of 2 feet; and 3) air tests, as a minimum, conform to the test procedure described in ASTM C-828 for clay pipe, ASTM C 924 for concrete pipe, ASTM F-1417 for plastic pipe, and for other materials appropriate test procedures. [RSWF 33.93, 33.94, and 33.95]
- _____ 19. If an inverted siphon is proposed, documentation of its need is provided in Part II.C. Inverted siphons are designed with: 1) at least two barrels; 2) a minimum pipe size of 6 inches; 3) necessary appurtenances for maintenance, convenient flushing, and cleaning equipment; and 4) inlet and discharge structures having adequate clearances for cleaning equipment, inspection, and flushing. Design provides sufficient head and appropriate pipe sizes to secure velocities of at least 3.0 fps for design average flows. The inlet and outlet are designed so that the design average flow may be diverted to one barrel, and that either barrel may be cut out of service for cleaning. [RSWF 35]

Manholes

- _____ 20. The project is designed with manholes at the end of each line; at all changes in grade, size, or alignment; at all intersections; and at distances not greater than 400 feet for sewers 15 inches or less and 500 feet for sewers 18 inches to 30 inches, except in the case where adequate modern cleaning equipment is available at distances not greater than 600 feet. [RSWF 34.1]
- _____ 21. Design requires drop pipes to be provided for sewers entering manholes at elevations of 24 inches or more above the manhole invert. Where the difference in elevation between the incoming sewer and the manhole invert is less than 24 inches, the invert is designed with a fillet to prevent solids deposition. Inside drop connections (when necessary) are designed to be secured to the interior wall of the manhole and provide access for cleaning. Design requires the entire outside drop connection be encased in concrete. [RSWF 34.2]
- _____ 22. Manholes are designed with a minimum diameter of 48 inches and a minimum access diameter of 22 inches. [RSWF 34.3]
- _____ 23. Design requires that a bench be provided on each side of any manhole channel when the pipe diameter(s) are less than the manhole diameter and that no lateral sewer, service connection, or drop manhole pipe discharges onto the surface of the bench. [RSWF 34.5]
- _____ 24. Design requires: 1) manhole lift holes and grade adjustment rings be sealed with non-shrinking mortar or other appropriate material; 2) inlet and outlet pipes be joined to the manhole with a gasketed flexible watertight connection or another watertight connection arrangement that allows differential settlement of the pipe and manhole wall; and 3) watertight manhole covers be used wherever the manhole tops may be flooded by street runoff or high water. [RSWF 34.6]
- _____ 25. Manhole inspection and testing for watertightness or damage prior to placing into service are specified. Air testing, if specified for concrete sewer manholes, conforms to the test procedures described in ASTM C-1244. [RSWF 34.7]
- _____ 26. Electrical equipment specified for use in manholes is consistent with Item 46 of this checklist. [RSWF 34.9]

Stream Crossings

- _____ 27. Sewers and force mains entering or crossing streams are designed to be constructed of ductile iron pipe with mechanical joints or so they will remain watertight and free from changes in alignment or grade. Appropriate materials which will not readily erode, cause siltation, damage pipe during placement, or corrode the pipe are specified to backfill the trench. [RSWF 36.21 and 48.5]

- _____ 28. Stream crossings are designed to incorporate valves or other flow regulating devices (which may include pump stations) on the shoreline or at such distances from the shoreline to prevent discharge in the event the line is damaged. [62-604.400(2)(k)5., F.A.C.]
- _____ 29. Sewers and force mains entering or crossing streams are designed at a sufficient depth below the natural bottom of the stream bed to protect the line. At a minimum, the project is designed with subaqueous lines to be buried at least three feet below the design or actual bottom, whichever is deeper, of a canal and other dredged waterway or the natural bottom of streams, rivers, estuaries, bays, and other natural water bodies; or if it is not practicable to design the project with less than three-foot minimum cover, alternative construction features (e.g. a concrete cap, sleeve, or some other properly engineered device to insure adequate protection of the line) are described in Part II.C. [62-604.400(2)(k)1., F.A.C., and RSWF 36.11]
- _____ 30. Specifications require permanent warning signs be placed on the banks of canals, streams, and rivers clearly identifying the nature and location (including depths below design or natural bottom) of subaqueous crossings and suitably fixed signs be placed at the shore, for subaqueous crossings of lakes, bays, and other large bodies of water, and in any area where anchoring is normally expected. [62-604.400(2)(k)2., F.A.C.]
- _____ 31. Provisions for testing the integrity of subaqueous lines are specified. [62-604.400(2)(k)4., F.A.C.]
- _____ 32. Supports are designed for all joints in pipes utilized for aerial crossings and to prevent overturning and settlement. Expansion jointing is specified between above ground and below ground sewers and force mains. The design considers the impact of floodwaters and debris. [RSWF 37 and 48.5]
- _____ 33. Aerial crossings are designed to maintain existing or required navigational capabilities within the waterway and to reserve riparian rights of adjacent property owners. [62-604.400(2)(k)3., F.A.C.]

Pump Stations

- _____ 34. In areas with high water tables, pump stations are designed to withstand flotation forces when empty. When siting the pump station, the design considers the potential for damage or interruption of operation because of flooding. Pump station structures and electrical and mechanical equipment are designed to be protected from physical damage by the 100-year flood. Pump stations are designed to remain fully operational and accessible during the 25-year flood unless lesser flood levels are appropriate based on local considerations, but not less than the 10-year flood. [62-604.400(2)(e), F.A.C.]
 - _____ 35. Pump stations are designed to be readily accessible by maintenance vehicles during all weather conditions. [RSWF 41.2]
 - _____ 36. Wet well and pump station piping is designed to avoid operational problems from the accumulation of grit. [RSWF 41.3]
 - _____ 37. Dry wells, including their superstructure, are designed to be completely separated from the wet well. Common walls are designed to be gas tight. [RSWF 42.21]
 - _____ 38. The design includes provisions to facilitate removing pumps, motors, and other mechanical and electrical equipment. [RSWF 42.22]
-

- _____ 39. The design includes provisions for: 1) suitable and safe means of access for persons wearing self-contained breathing apparatus are provided to dry wells, and to wet wells; 2) stairway access to wet wells more than 4 feet deep containing either bar screens or mechanical equipment requiring inspection or maintenance; 3) for built-in-place pump stations, a stairway to the dry well with rest landings at vertical intervals not to exceed 12 feet; 4) for factory-built pump stations over 15 feet deep, a rigidly fixed landing at vertical intervals not to exceed 10 feet unless a manlift or elevator is provided; and 5) where a landing is used, a suitable and rigidly fixed barrier to prevent an individual from falling past the intermediate landing to a lower level. If a manlift or elevator is provided, emergency access is included in the design. [RSWF 42.23]
- _____ 40. Specified construction materials are appropriate under conditions of exposure to hydrogen sulfide and other corrosive gases, greases, oils, and other constituents frequently present in wastewater. [RSWF 42.25]
- _____ 41. Except for low-pressure grinder or STEP systems, multiple pumps are specified, and each pump has an individual intake. Where only two units are specified, they are of the same size. Specified units have capacity such that, with any unit out of service, the remaining units will have capacity to handle the design peak hourly flow. [RSWF 42.31 and 42.36]
- _____ 42. Bar racks are specified for pumps handling wastewater from 30 inch or larger diameter sewers. Where a bar rack is specified, a mechanical hoist is also provided. The design includes provisions for appropriate protection from clogging for small pump stations. [RSWF 42.322]
- _____ 43. Pumps handling raw wastewater are designed to pass spheres of at least 3 inches in diameter. Pump suction and discharge openings are designed to be at least 4 inches in diameter. [RSWF 42.33] (Note, this provision is not applicable to grinder pumps.)
- _____ 44. The design requires pumps be placed such that under normal operating conditions they will operate under a positive suction head, unless pumps are suction-lift pumps. [RSWF 42.34]
- _____ 45. The design requires: 1) pump stations be protected from lightning and transient voltage surges; and 2) pump stations be equipped with lightning arrestors, surge capacitors, or other similar protection devices and phase protection. Note, pump stations serving a single building are not required to provide surge protection devices if not necessary to protect the pump station. [62-604.400(2)(b), F.A.C.]
- _____ 46. The design requires 1) electrical systems and components (e.g., motors, lights, cables, conduits, switch boxes, control circuits, etc.) in raw wastewater wet wells, or in enclosed or partially enclosed spaces where hazardous concentrations of flammable gases or vapors may be present, comply with the National Electrical Code requirements for Class I Group D, Division 1 locations; 2) electrical equipment located in wet wells be suitable for use under corrosive conditions; 3) each flexible cable be provided with a watertight seal and separate strain relief; 4) a fused disconnect switch located above ground be provided for the main power feed for all pump stations; 5) electrical equipment exposed to weather to meet the requirements of weatherproof equipment NEMA 3R or 4; 6) a 110 volt power receptacle to facilitate maintenance be provided inside the control panel for pump stations that have control panels outdoors; and 7) ground fault interruption protection be provided for all outdoor outlets. [RSWF 42.35]
- _____ 47. The design requires a sump pump equipped with dual check valves be provided in dry wells to remove leakage or drainage with discharge above the maximum high water level of the wet well. [RSWF 42.37]
- _____ 48. Pump station design capacities are based on the peak hourly flow and are adequate to maintain a minimum velocity of 2 feet per second in the force main. [RSWF 42.38]
- _____ 49. The design includes provisions to automatically alternate the pumps in use. [RSWF 42.4]
- _____ 50. The design requires: 1) suitable shutoff valves be placed on the suction line of dry pit pumps; 2) suitable shutoff and check valves be placed on the discharge line of each pump (except on screw pumps); 3) a check valve be located between the shutoff valve and the pump; 4) check valves be suitable for the material being handled; 5) check valves be placed on the horizontal portion of discharge piping (except for ball checks, which may be placed in the vertical run); 6) all valves be capable of withstanding normal pressure and water hammer; and 7) all shutoff and check valves be operable from the floor level and accessible for maintenance. [RSWF 42.5]
- _____ 51. The effective volume of wet wells is based on design average flows and a filling time not to exceed 30 minutes unless the facility is designed to provide flow equalization. The pump manufacturer's duty cycle recommendations were utilized in selecting the minimum cycle time. [RSWF 42.62]
- _____ 52. The design requires wet well floors have a minimum slope of 1 to 1 to the hopper bottom and the horizontal area of hopper bottoms be no greater than necessary for proper installation and function of the inlet. [RSWF 42.63]

- _____ 53. For covered wet wells, the design provides for air displacement to the atmosphere, such as an inverted "j" tube or other means. [RSWF 42.64]
- _____ 54. The design provides for adequate ventilation all pump stations; mechanical ventilation where the dry well is below the ground surface; permanently installed ventilation if screens or mechanical equipment requiring maintenance or inspection are located in the wet well. Pump stations are designed with no interconnection between the wet well and dry well ventilation systems. [RSWF 42.71]
- _____ 55. The design requires all intermittently operated ventilation equipment to be interconnected with the respective pit lighting system and the manual lighting/ventilation switch to override the automatic controls. [RSWF 42.73]
- _____ 56. The design requires the fan wheels of ventilation systems be fabricated from non-sparking material and automatic heating and dehumidification equipment be provided in all dry wells. [RSWF 42.74]
- _____ 57. If wet well ventilation is continuous, design provides for at least 12 complete 100% fresh air changes per hour; if wet well ventilation is intermittent, design provides for at least 30 complete 100% fresh air changes per hour; and design requires air to be forced into wet wells by mechanical means rather than solely exhausted from the wet well. [RSWF 42.75]
- _____ 58. If dry well ventilation is continuous, design provides at least 6 complete 100% fresh air changes per hour; and dry well ventilation is intermittent, design provides for at least 30 complete 100% fresh air changes per hour, unless a system of two speed ventilation with an initial ventilation rate of 30 changes per hour for 10 minutes and automatic switch over to 6 changes per hour is used to conserve heat. [RSWF 42.76]
- _____ 59. Pump stations are designed and located on the site to minimize adverse effects from odors, noise, and lighting. [62-604.400(2)(c), F.A.C.]
- _____ 60. The design requires pump stations be enclosed with a fence or otherwise designed with appropriate features to discourage the entry of animals and unauthorized persons. Posting of an unobstructed sign made of durable weather resistant material at a location visible to the public with a telephone number for a point of contact in case of emergency is specified. [62-604.400(2)(d), F.A.C.]
- _____ 61. The design requires suitable devices for measuring wastewater flow at all pump stations. Indicating, totalizing, and recording flow measurement are specified for pump stations with a 1200 gpm or greater design peak flow. [RSWF 42.8]
- _____ 62. The project is designed with no physical connections between any potable water supplies and pump stations. If a potable water supply is brought to a station, reduced-pressure principle backflow-prevention assemblies are specified. [RSWF 42.9 and 62-555.30(4), F.A.C.]

Additional Items to be Completed for Suction-Lift Pump Stations

- _____ 63. The design requires all suction-lift pumps to be either self-priming or vacuum-priming and the combined total of dynamic suction-lift at the "pump off" elevation and required net positive suction head at design operating conditions not to exceed 22 feet. For self-priming pumps, the design requires: 1) pumps be capable of rapid priming and repriming at the "lead pump on" elevation with self-priming and repriming accomplished automatically under design operating conditions; 2) suction piping not to exceed the size of the pump suction or 25 feet in total length; and 3) priming lift at the "lead pump on" elevation to include a safety factor of at least 4 feet from the maximum allowable priming lift for the specific equipment at design operating conditions. For vacuum-priming pump stations, the design requires dual vacuum pumps capable of automatically and completely removing air from the suction-lift pumps and the vacuum pumps be adequately protected from damage due to wastewater. [RSWF 43.1]
 - _____ 64. The design requires: 1) suction-lift pump equipment compartments to be above grade or offset and to be effectively isolated from the wet well to prevent a hazardous and corrosive sewer atmosphere from entering the equipment compartment; 2) wet well access not to be through the equipment compartment and to be at least 24 inches in diameter; 3) gasketed replacement plates be provided to cover the opening to the wet well for pump units to be removed for service; and 4) no valving be located in the wet well. [RSWF 43.2]
-

Additional Items to be Completed for Submersible Pump Stations

- _____ 65. Submersible pumps and motors are designed specifically for raw wastewater use, including totally submerged operation during a portion of each pump cycle and to meet the requirements of the National Electrical Code for such units. Provisions for detecting shaft seal failure or potential seal failure are included in the design. [RSWF 44.1]
- _____ 66. The design requires submersible pumps be readily removable and replaceable without dewatering the wet well or disconnecting any piping in the wet well. [RSWF 44.2]
- _____ 67. In submersible pump stations, electrical supply, control, and alarm circuits are designed to provide strain relief; to allow disconnection from outside the wet well; and to protect terminals and connectors from corrosion by location outside the wet well or through use of watertight seals. [RSWF 44.31]
- _____ 68. In submersible pump stations, the design requires the motor control center to be located outside the wet well, readily accessible, and protected by a conduit seal or other appropriate measures meeting the requirements of the National Electrical Code, to prevent the atmosphere of the wet well from gaining access to the control center. If a seal is specified, the motor can be removed and electrically disconnected without disturbing the seal. The design requires control equipment exposed to weather to meet the requirements of weatherproof equipment NEMA 3R or 4. [RSWF 44.32]
- _____ 69. In submersible pump stations, the design requires: 1) pump motor power cords be flexible and serviceable under conditions of extra hard usage and to meet the requirements of the National Electrical Code standards for flexible cords in wastewater pump stations; 2) ground fault interruption protection be used to de-energize the circuit in the event of any failure in the electrical integrity of the cable; and 3) power cord terminal fittings be corrosion-resistant and constructed in a manner to prevent the entry of moisture into the cable, provided with strain relief appurtenances, and designed to facilitate field connecting. [RSWF 44.33]
- _____ 70. In submersible pump stations, the design requires all shut-off and check valves be located in a separate valve pit. Provisions to remove or drain accumulated water from the valve pit are included in the design. [RSWF 44.4]

Emergency Operations for Pump Stations

- _____ 71. Pump stations are designed with an alarm system which activates in cases of power failure, sump pump failure, pump failure, unauthorized entry, or any cause of pump station malfunction. Pump station alarms are designed to be telemetered to a facility that is manned 24 hours a day. If such a facility is not available and a 24-hour holding capacity is not provided, the alarm is designed to be telemetered to utility offices during normal working hours and to the home of the responsible person(s) in charge of the lift station during off-duty hours. Note, if an audio-visual alarm system with a self-contained power supply is provided in lieu of a telemetered system, documentation is provided in Part II.C. showing an equivalent level of reliability and public health protection. [RSWF 45]
- _____ 72. The design requires emergency pumping capability be provided for all pump stations. For pump stations that receive flow from one or more pump stations through a force main or pump stations discharging through pipes 12 inches or larger, the design requires uninterrupted pumping capability be provided, including an in-place emergency generator. Where portable pumping and/or generating equipment or manual transfer is used, the design includes sufficient storage capacity with an alarm system to allow time for detection of pump station failure and transportation and connection of emergency equipment. [62-604.400(2)(a)1. and 2., F.A.C., and RSWF 46.423 and 46.433]
- _____ 73. The design requires: 1) emergency standby systems to have sufficient capacity to start up and maintain the total rated running capacity of the station, including lighting, ventilation, and other auxiliary equipment necessary for safety and proper operation; 2) special sequencing controls be provided to start pump motors unless the generating equipment has capacity to start all pumps simultaneously with auxiliary equipment operating; 3) a riser from the force main with rapid connection capabilities and appropriate valving be provided for all pump stations to hook up portable pumps; and 4) all pump station reliability design features be compatible with the available temporary service power generating and pumping equipment of the authority responsible for operation and maintenance of the collection/transmission system. [62-604.400(2)(a)3., F.A.C., and RSWF 46.431]
- _____ 74. The design provides for emergency equipment to be protected from operation conditions that would result in damage to the equipment and from damage at the restoration of regular electrical power. [RSWF 46.411, 46.417, and 46.432]

- _____ 75. For permanently-installed internal combustion engines, underground fuel storage and piping facilities are designed in accordance with applicable state and federal regulations; and the design requires engines to be located above grade with adequate ventilation of fuel vapors and exhaust gases. [RSWF 46.414 and 46.415]
- _____ 76. For permanently-installed or portable engine-driven pumps are used, the design includes provisions for manual start-up. [RSWF 46.422]
- _____ 77. Where independent substations are used for emergency power, each separate substation and its associated transmission lines is designed to be capable of starting and operating the pump station at its rated capacity. [RSWF 46.44]

Force Mains

- _____ 78. Force mains are designed to maintain, at design pumping rates, a cleansing velocity of at least 2 feet per second. The minimum force main diameter specified for raw wastewater is not less than 4 inches. [RSWF 48.1]
- _____ 79. The design requires: 1) branches of intersecting force mains be provided with appropriate valves such that one branch may be shut down for maintenance and repair without interrupting the flow of other branches; and 2) stubouts on force mains, placed in anticipation of future connections, be equipped with a valve to allow such connection without interruption of service. [62-604.400(2)(f), F.A.C.]
- _____ 80. The design requires air relief valves be placed at high points in the force main to prevent air locking. [RSWF 48.2]
- _____ 81. Specified force main pipe and joints are equal to water main strength materials suitable for design conditions. The force main, reaction blocking, and station piping are designed to withstand water hammer pressures and stresses associated with the cycling of wastewater pump stations. [RSWF 48.4]
- _____ 82. When the Hazen and Williams formula is used to calculate friction losses through force mains, the value for "C" is 100 for unlined iron or steel pipe for design. For other smooth pipe materials, such as PVC, polyethylene, lined ductile iron, the value for C does not exceed 120 for design. [RSWF 48.61]
- _____ 83. Where force mains are constructed of material, which might cause the force main to be confused with potable water mains, specifications require the force main to be clearly identified. [RSWF 48.7]
- _____ 84. Leakage tests for force mains are specified including testing methods and leakage limits. [RSWF 48.8]

*RSWF = *Recommended Standards for Wastewater Facilities* (1997) as adopted by rule 62-604.300(5)(c), F.A.C.

B. Explanation for Requirements or Standards Marked "X" in II(5)A. Above (Attach additional sheets if necessary):

7-19: No gravity sewers on this project on this project. 20-26: No manholes on this project. 34-77: No pump stations on this project.

27-33: No stream crossings on this project.

PART III - CERTIFICATIONS

(1) Collection/Transmission System Permittee

I, the undersigned owner or authorized representative* of South Entrance Road Force Main
 am fully aware that the statements made in this application for a construction permit are true, correct and complete to the best of my knowledge and belief. I agree to retain the design engineer or another professional engineer registered in Florida, to conduct on-site observation of construction, to prepare a certification of completion of construction, and to review record drawings for adequacy. Further, I agree to provide an appropriate operation and maintenance manual for the facilities pursuant to Rule 62-604.500(4), F.A.C., and to retain a professional engineer registered in Florida to examine (or to prepare if desired) the manual. I am fully aware that Department approval must be obtained before this project is placed into service for any purpose other than testing for leaks and testing equipment operation.

Signed  Date 02/03/15
 Name Roy Sieger Title Airport Director

*Attach a letter of authorization.

(2) Owner of Collection/Transmission System

I, the undersigned owner or authorized representative* of South Entrance Road Force Main certify that we will be the Owner of this project after it is placed into service. I agree that we will operate and maintain this project in a manner that will comply with applicable Department rules. Also I agree that we will promptly notify the Department if we sell or legally transfer ownership of this project.

Signed _____ Date _____
Name Richard H. Adams Title Utility Director
Company Name City of Palm Coast
Address 2 Utility ~~Road~~ Drive
City Palm Coast State FL Zip 32137
Telephone 386-986-2350 Fax 386-986-2391 Email radams@ci.palm-coast.fl.us palmcoastgov.com

* Attach a letter of authorization.

(3) Wastewater Facility Serving Collection/Transmission System**

If this is a Notice of Intent to use a general permit, check here:

The undersigned owner or authorized representative* of the _____ wastewater facility hereby certifies that the above referenced facility has the capacity to receive the wastewater generated by the proposed collection system; is in compliance with the capacity analysis report requirements of Rule 62-600.405, F.A.C.; is not under a Department order associated with effluent violations or the ability to treat wastewater adequately; and will provide the necessary treatment and disposal as required by Chapter 403, F.S., and applicable Department rules.

If this is an application for an individual permit, check one:

The undersigned owner or authorized representative* of the _____ wastewater facility hereby certifies that the above referenced facility has and will have adequate reserve capacity to accept the flow from this project and will provide the necessary treatment and disposal as required by Chapter 403, F.S., and applicable Department rules.

The undersigned owner or authorized representative* of the Palm Coast wastewater facility hereby certifies that the above referenced facility currently does not have, but will have prior to placing the proposed project into operation, adequate reserve capacity to accept the flow from this project and will provide the necessary treatment and disposal as required by Chapter 403, F.S., and applicable Department rules.

Name of Treatment Plant Serving Project Palm Coast Wastewater Treatment Facility
County Flagler City Palm Coast
DEP permit number FL 0116009 Expiration Date 4/29/2017
Maximum monthly average daily flow over the last 12 month period 5.882 MGD ~~5.866~~ Month(s) used 6.154
Maximum three-month average daily flow over the last 12 month period 5.804 MGD ~~5.323~~ Month(s) used 6.500
Current permitted capacity 6.83 MGD AADF MADF TMADF 269,500
Current outstanding flow commitments (including this project) against treatment plant capacity: 304,960 ~~304,960~~
March 14 April 14 May 14 Nov 2014 Dec 2014 Jan 2015 ~~Feb 2015~~

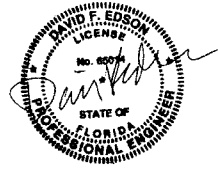
Signed _____ Date March 2015, April, 2015
Name Richard H. Adams Title Utility Director
Address 2 Utility ~~Road~~ Drive
City Palm Coast State FL Zip 32137
Telephone 386-986-2350 Fax 386-986-2391 Email radams@ci.palm-coast.fl.us palmcoastgov.com

* Attach a letter of authorization.

** If there is an intermediate collection system, a letter shall be attached certifying that the intermediate downstream collection system has adequate reserve capacity to accept the flow from this project.

(4) Professional Engineer Registered in Florida

I, the undersigned professional engineer registered in Florida, certify that I am in responsible charge of the preparation and production of engineering documents for this project; that plans and specifications for this project have been completed; that I have expertise in the design of wastewater collection/transmission systems; and that, to the best of my knowledge and belief, the engineering design for this project complies with the requirements of Chapter 62-604, F.A.C.



(Affix Seal)

Signed _____
Date January 27, 2015

Name David F. Edson Florida Registration No. 65014
Company Name Hoyle, Tanner & Associates, Inc.
Address 95 East Mitchell Hammock Rd, Suite 200
City Oviedo State FL Zip 32765
Telephone 380-1919 Fax 407-380-1830 Email dedson@hoyletanner.com
Portion of Project for Which Responsible 100%

(Affix Seal)

Signed _____
Date _____

Name _____ Florida Registration No. _____
Company Name _____
Address _____
City _____ State _____ Zip _____
Telephone _____ Fax _____ Email _____
Portion of Project for Which Responsible _____

(Affix Seal)

Signed _____
Date _____

Name _____ Florida Registration No. _____
Company Name _____
Address _____
City _____ State _____ Zip _____
Telephone _____ Fax _____ Email _____
Portion of Project for Which Responsible _____

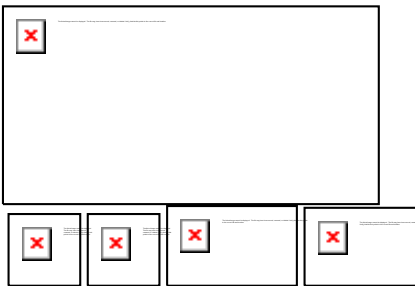
Beau Falgout

From: Jim Landon
Sent: Wednesday, June 10, 2015 2:54 PM
To: Beau Falgout
Cc: Sally A. Sherman; Albert J. Hadeed; Roy Sieger; 'Craig Coffey'; 'William Reischmann'; Stephen Flanagan; Richard Adams
Subject: RE: Emailing: Aiport Interlocal Outstanding Items

Beau,

My attempt to help bring this matter to a conclusion has obviously not been successful. I thought the balance of our issues were relatively simple, but obviously there is still details that need to be addressed. So I plan to step back again and ask that you re-engage with County staff to work through the final details to get this matter behind us.

Jim Landon
City Manager
City of Palm Coast
160 Cypress Point Pkway, Suite B-106
Palm Coast, FL 32164
Tel: 386-986-3702
www.palmcoastgov.com



From: Craig Coffey [mailto:ccoffey@flaglercounty.org]
Sent: Tuesday, June 09, 2015 6:04 PM
To: Jim Landon
Cc: Sally A. Sherman; Albert J. Hadeed; Roy Sieger; 'William Reischmann'; Beau Falgout
Subject: RE: Emailing: Aiport Interlocal Outstanding Items

Mr. Landon, I typed my responses by each issue below. Craig

-----Original Message-----

From: Jim Landon [mailto:JLandon@palmcoastgov.com]
Sent: Tuesday, June 9, 2015 2:05 PM
To: Craig Coffey
Cc: Sally A. Sherman; Albert J. Hadeed; Roy Sieger; William Reischmann; Beau Falgout
Subject: RE: Emailing: Aiport Interlocal Outstanding Items

Mr. Coffey,

I am attempting to complete the Airport Interlocal Agreement so that it may be executed and construction of our utility line extensions can be completed. The agreement is still missing Exhibit G, the easement form to be used for the future City utilities. At the request of the County Attorney, our City Attorney prepared the attached easement document and forwarded it to the County Attorney for approval as to form. Once we receive confirmation in writing that this

easement form is acceptable, we will attach it to the agreement. The agreement will then be complete and ready to be executed. Please note that in previous projects, the City had issues obtaining easements and wanted to avoid that issue in this project after completion of the improvements.

I too am attempting to complete the interlocal agreement and I have responded to this previously in my email on Friday. You are interpreting that a new agreement has to be developed as Exhibit G when in fact the Beachside Sewer Interlocal Agreement easements were intended to be Exhibit G as a model for the interlocal. As a model, the issues are identical in that there is both a lift/pump station site easement and line easements for the other lines. Your interpretation is artificially holding up this agreement in order to essentially develop all final easement agreements.

I would also ask, what previous projects the City had issues in obtaining easements. If you are referring to the easement document for the Sewer interconnect just approved by my Board that was completely unrelated to this interlocal agreement. In addition, it was totally unnecessary as the existing easement for over two decades for the water interconnect met all the City needs for the sewer interconnect (see attached picture). It was within the same footprint.



When you staff asked for a much larger interconnect easement area, even though it was not necessary (see picture), we quickly redrafted the legal and presented it to our Board using the same easement language the City has lived under for over a decade.. That was also not acceptable and you wanted to remove the environmental responsibility language and add indemnification language. The latter was more understandable and the County was more willing to do this, but not when you are unnecessarily holding up something our Boards approved for something totally unrelated, it is poor cooperation. Also not when you are interfering with our grants and our economic projects at the airport by causing the County to wait months for you to send our plans to FDEP for something completely unrelated, it is just poor service.

We are also still missing a signed utility agreement (attached) and associated capacity fees from the County. This agreement and fees are not required prior to executing the interlocal agreement, but they are a standard requirement prior to connecting a new service to our main line or an extension of our public utility system.

I have sent your previous email where you have stated that it was not necessary, at least at this time. Are you going back on your word now? I have also told you we have purchased capacity many other times where a new agreement was not necessary. There are no capacity fees for this interconnection associated with this interlocal agreement, there is no new usage we are just looping the existing system. The capacity fees you are referring to are unrelated and are for the existing system on the north side of the airport off of SR 100.

You indicated to your Council that we have owed capacity fees for years. For years, we have always offered to sit down and work through this issue. We finally did and I appreciate that. However, once you deduct the construction water usage from our existing bills like you do for every other customer, we do not really have a capacity issue and I would hope you would share that with your Council. However, to cooperate we did agreed to purchase 1,000 gallons similar to what we have done in the past. You did not mention a new utility service agreement when we met and one is not necessary per the interlocal agreement as it recognizes the existing utility agreement. In my opinion, you have unnecessarily added another agreement roadblock.

We have signed and will continue to sign new utility agreements for new locations that have usage and that don't have an existing utility agreements. This is an unrelated capacity issue with no change in service that again has nothing to the airport interlocal. At a later date the National Guard or us as owner will sign an utility agreement for service off of the City's line for that project. The same could be said of our 2 acre parcel on Belle Terre, if we need service at that location in the future.

I would also like to confirm that our utility staff has been in contact with your project engineer regarding the FDEP permit application for the main line extensions. As soon as we receive a permit application, as required by FDEP, we will forward the documents to the State for their approval.

That is actually good news, as stated above we have been requesting this for over four months. I believe you wrote a threatening letter to our engineer when he previously sought to work with FDEP on the issue. I couldn't believe you made these statements to the County's consultant. I wish you would have had the courtesy to copy me on the email, met with me to discuss at a meeting, or at least gave me a call.

Mr. Norman,

I am not sure what DEP representatives have been told to issue a "no permit necessary" determination, but obviously all the facts were not included. This water line is designed and is intended to be an extension of the City of Palm Coast potable public water supply system. As I am

sure you know, an extension of public water supply system is required by law to receive a State permit. The construction of this City water mainline without a permit would be a violation of State law. The City has no intention of allowing or supporting this unethical activity. If you value your PE license as much as most engineers do, I would strongly suggest you reconsider proceeding with the construction of this water line in violation of the law and contrary to the direction of the City Utility.

City staff has been attempting to receive the necessary documentation from the County for years to approve this project. It has been one of our priorities, to the point that I have recently pleaded with the Flagler County administration to provide the remaining documents that we need to proceed. I have personally pleaded in person and in writing to have this information forwarded so we can move forward with this project. I have been ignored or been given excuses as to why there have been countless delays. If you or others associated with this project would spend the same amount of time to gain the appropriate approval that you have spent to circumvent the law, this project would be permitted and under construction.

City staff, including myself, are still prepared to move forward as soon as possible. We just need the cooperation of Flagler County and the associated parties.

Jim Landon
City Manager
City of Palm Coast
160 Cypress Point Pkway, Suite B-106
Palm Coast, FL 32164
Tel: 386-986-3702

I too take exception to the many maligning things said about the County in your email above. Leadership starts at the top to include your attitude towards the County. Our slow response has been directly related to attempts to hold us hostage to unrelated or unnecessary items, excessive delays we have experienced in permitting or our treatment as utility customer. This interlocal should have brought us closer together, unfortunately it has not. Had I known our level of cooperation from you would of been in this manner and that you would interpreted the need for many other agreements to even sign the interlocal agreement, I would have never presented it to my Board.

We will follow through with all utility easements and utility obligations, as well as other obligations such as land transfers once the agreement is signed and recorded. However, we are done with agreements and other new requirements to complete the simple signing and recording of the interlocal agreement our Boards approved over 7 months ago.

If that unacceptable to you, please advise me of such and I will advise my board the interlocal is mute. I will await your response.

Most sincerely,
Craig

Craig M. Coffey
Flagler County Administrator
1769 East Moody Blvd., Building 2
Bunnell, FL 32110
Phone: (386) 313-4001; Fax (386) 313-4101



Finally, I take exception to your comments in your email, but I do not intend to respond directly, because that response would not be helpful in moving this project forward. Our time would be better spent wrapping up these outstanding items and completing this project.

Jim Landon
City Manager
City of Palm Coast
160 Cypress Point Pkway, Suite B-106
Palm Coast, FL 32164
Tel: 386-986-3702
www.palmcoastgov.com

-----Original Message-----

From: Craig Coffey [<mailto:ccoffey@flaglercounty.org>]
Sent: Friday, June 05, 2015 4:59 PM
To: Jim Landon
Cc: Sally A. Sherman; Albert J. Hadeed; Roy Sieger
Subject: Emailing: Aiport Interlocal Outstanding Items

Jim, Please see my response to the currently outstanding issues you are still requested for the airport interlocal. Craig

Your message is ready to be sent with the following file or link attachments:

Aiport Interlocal Outstanding Items

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Flagler County Board of County Commissioners and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

Jim,

You have sent recently emails to the County Attorney and to my staff indicating there are various items holding up the Airport interlocal agreement approved by our Boards over seven months ago. Per the agreement I don't know of any outstanding items that exist or that have ever existed to prevent you from acting to finalize and record the agreement. Every item that has been presented to the County as an outstanding issue to date has been fictitious and although I will detail back each one them to you in subsequent emails, for now I will simply address some of the agreements being sought at this time. The frustrating part for us is that as we try to work with you and complete items, you have continued to add agreements and easements that are simply not required now. When I hear that the County is not responsive it is because your requests are contrary to the interlocal agreement, are not related to the interlocal agreement and are new roadblocks to completing the agreement. While we always want to work cooperately together I believe you have not been factually correct with your Council on several issues related to the County and for some reason you are being uncooperative in your approach to working with us to complete this. I would rather you negate the interlocal agreement rather than continue down this path of dreaming up ever new items unrelated or contrary to the terms of the interlocal agreement . I was hoping to discuss these items with you verbally at our meetings but unfortunately you have consistently canceled them. From this point forward I will be reducing my concerns and facts in writing.

Let me briefly address the outstanding issues include the two most recently added on the following pages.

New Utility Agreement - This is a brand new item I have not heard of before today. This was not sent to me but to the County Attorney and my staff through Beau. If it was sent to me as you stated I would have told you a new utility is not required per the interlocal agreement that both our legislative bodies agreed to (see below). We have been doing these utility agreements for brand new locations the County has been permitting, but the Airport has had an existing agreement for decades that we agreed to keep at this time and which is part of the interlocal agreement (exhibit 6). I believe you staff may have requested this initially for the interlocal agreement, but for the interlocal agreement, we were trying to keep it simple to avoid delaying the agreement in bureaucracy for almost a year. Hence our slow response for this item because it is not required by the agreement and appears your staff is seeking a second bit at the apple.

(a) The CITY agrees to provide potable water and sanitary sewer service to the Site and the Airport Commerce Centre in accordance with the following agreements: For property within the Airport, including the Airport Commerce Centre, such service shall be in accordance with the existing City/County Airport Utility Agreement as set forth in Exhibit "E". No property described herein shall be required to annex into the City of Palm Coast with the exception of the City Park, which may be annexed by the CITY once transferred to the CITY.

New Utility Easements for new construction - We do have to provide the City easements, but these easements are best done one-time upon the completion of the improvements and in conjunction with "as-builts". The interlocal agreement provided for these to be done after construction, but prior to your acceptance of the utilities (see below). It also state that the easements would generally be in accordance with the form of easement we just used as Exhibit G. For that project a general easement format was developed that was adjusted and recorded. Again this was done to avoid unnecessary work and bureaucracy and hence our delay in jumping through hoops to complete. This item was added approximately by you bout 30 days ago after a meeting with County Attorney, unfortunately I was not invited to that meeting. To request these easements now, is contrary to the agreement, is holding up the agreement and frankly doesn't make sense.

(c) Upon completion of the construction of the Water and Sewer Improvements, the COUNTY will provide utility easements to the CITY over the portion of those improvements located as follows: For the water line, from the driveway/road entrance right-of-way from Belle Terre Boulevard right of way up to the point of demarcation/service following the Site and before the canal; and for the sewer line and master pump station, the driveway/road entrance right-of-way up to the point of demarcation/service immediately following the master pump station to the north, but before the canal. The COUNTY will also contribute to the CITY any easements necessary for the master pump station site, pipelines and access to the master pump station. The COUNTY agrees to provide the CITY with easements in a form consistent with the easement grant form contained in the Beachside Sewer Interlocal Agreement substantially similar to Exhibit "G".

Agreement for new capacity – The interlocal agreement itself requires no capacity, making this item totally unrelated to interlocal agreement. It was expressed to your Board that new capacity was needed for water or sewer by the County, but that was not correct, as I will explain to you through a later email. However, to placate the situation we did agree to have the County airport purchase some additional water capacity and move the issue along. Once we agreed to purchase the capacity and settle that issue, then a new agreement for capacity was introduced as a new issue/roadblock. We have purchased additional capacity in the past without a new agreement, plus the interlocal provided for it per the existing an agreement (see below), and you emailed after we met and said that it was not required (see below). All this for a totally unnecessary item, not related to the interlocal agreement. Unfortunately, a later email from you re-requested it again.

The Interlocal Agreement provides for purchase of capacity IAW the existing agreement:

(i) For Capital Facility Fee/Impact Fees, the COUNTY shall pay the CITY Capital Facility Fees for the increases in water and sewer service capacity required as demand on the Airport property increases. The COUNTY shall pay the CITY the appropriate Utility Capital Facility Fees at the prevailing City rate at that time in 1,000 gallon increments in accordance with Exhibit “E”. Direct customers on the Site shall pay the appropriate Utility Capital Facility Fees directly to the CITY at the City prevailing rate at that time.

Sent via a March 20, 2015 email from Jim Landon to Craig Coffey and resent April 8th

“Although we would like to follow our standard procedures and have the new City agreement executed, we will not require this agreement prior to moving forward with your current project. You have the option of signing the agreement we sent to you and returning it to us with the associated additional capacity fee payment. Or we can send you a letter with an invoice for the additional capacity fees. If you choose the latter option, we are requesting that we eventually clean up our records with a current utility agreement between the City and County. Let me know how you would like to proceed.”

I expressed to you that an agreement was not necessary, again asked for invoice and considered it a settled issue when you subsequently sent this issue.

Sent via a May 5, 2015 email from Jim Landon to Craig Coffey as an outstanding issue.

“(3) Additional Water Capacity – It is my understanding that a utility agreement for the additional water capacity was sent to a County representative weeks ago. We are waiting for the agreement to be executed and payment remitted to the City. To my knowledge, no additional action is necessary.”

Approximately two months after meeting with the City (dated May 4, 2014) we received the invoice requested for the additional capacity of 1,000 gallons. We immediately processed it with the Clerks Office. The check will be cut Tuesday and mailed next Friday. It should be received by the City the week of the June 15.

In conclusion, I have continued to plead with you to finalize this agreement. Again, I will say there were never any issues preventing the finalizing of this interlocal agreement and today there are not any outstanding ones now. We have worked with the City on many totally unrelated issues whether we believed they were valid or not to include perceived capacity issues or most recently an indemnification clause in a two decade old easement. I cannot continue to put the County staff through this gamesmanship, please either finalize the agreement or let's get rid of it.

Craig

Beau Falgout

From: Beau Falgout
Sent: Monday, June 15, 2015 3:58 PM
To: 'ssherman@flaglercounty.org'
Subject: Airport Interlocal Agreement and Utility Connection Outstanding Issues
Attachments: [LAM - Easements] 2-17-2015 - MASTER WASTEWATER PUMP STATION EASEMENT AGRMT - 07-11-31-7085-01010-005.pdf; FW: Airport

Sally,

Thank you for taking time to meet with me today and our follow up phone conversation regarding the outstanding issues related to the Airport Interlocal Agreement and connection to the City's Utility System. I wanted to summarize in writing the outstanding issues and options to move forward in accomplishing our mutual goals.

For the Interlocal Agreement, please confirm that Exhibit G is intended to be the Master Wastewater Pump Station Easement Agreement (attached). If so, from my review this easement agreement appears to be consistent with the easement form drafted by the City Attorney as requested by the County Attorney for this project. Once the City Attorney reviews and we receive the fully executed version from the County, the City will attach as Exhibit G to the Interlocal Agreement, execute, and forward to the County for execution.

For the FDEP Permit Application, I have confirmed with Utility staff that they have provided the necessary data on June 4 (attached) to complete the application and are awaiting submittal by the project engineer. In addition, the City is awaiting payment of the additional capacity fees, which you confirmed that the City should receive any day now. Once the application is received and the information is verified, Utility staff has confirmed that they will sign off on the FDEP Permit Application.

The only outstanding issue prior to final connection to our system is the Utility Agreement. On March 13, Utility staff sent a new Utility Agreement to supersede the 1996 Utility Agreement between Palm Coast Utility Corporation and Flagler County. As an alternative, I proposed that we could update the existing 1996 Utility Agreement to reflect the change in utility ownership and the terms of the Interlocal Agreement. This would not hold up execution of the Interlocal Agreement, approval of the FDEP Permit Application, or construction of your project, but we would need an updated Utility Agreement prior to connection to our system.

Please let me know how the County would like to proceed in resolving these outstanding issues, or if the County decides to not connect to our Utility System as originally planned. Feel free to contact me if you would like to discuss these matters any further.

Beau Falgout
City Administration Coordinator
City of Palm Coast
160 Cypress Point Pkway, Suite B-106
Palm Coast, FL 32164
Tel: 386-986-3796
www.palmcoastgov.com



Prepared By/Record and Return To:
Albert J. Hadeed, Esquire
Flagler County Attorney's Office
1769 East Moody Boulevard
Building 2, Suite 303
Bunnell, Florida 32110

Tax Parcel Id No. 07-11-31-7085-01010-0050

MASTER WASTEWATER PUMP STATION EASEMENT AGREEMENT

THIS MASTER WASTEWATER PUMP STATION EASEMENT AGREEMENT (the "Agreement") is made this 17th day of February, 2018, between FLAGLER COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 1769 East Moody Boulevard, Building 2, Suite 302, Bunnell, Florida 32110 ("Grantor"), and the CITY OF PALM COAST, FLORIDA, a municipal corporation of the State of Florida, whose address is 160 Cypress Point Parkway, Ste. B106, Palm Coast, Florida 32164 ("Grantee").

WITNESSETH:

A. Grantor is the owner of that certain real property located in Flagler County, Florida at the southwest corner of the intersection of State Road A-1-A and the Hammock Dunes Bridge right-of-way, as more particularly described in Exhibit "1" attached hereto and incorporated herein by this reference (the "Grantor Parcel").

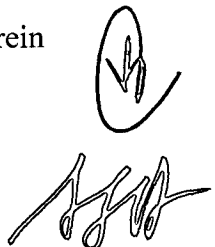
B. Grantor and Grantee have entered into that certain Flagler County/City of Palm Coast Interlocal Agreement for Wastewater Services dated June 5, 2012 and recorded at Flagler County Official Records Book 1873 Page 1747 (the "Interlocal Agreement") to provide for expansion of Grantee's central wastewater collection system to the "barrier island" to serve residents and businesses located thereon.

C. The Interlocal Agreement requires Grantor to grant to Grantee an easement for the construction, operation, maintenance, repair and replacement of a Master Wastewater Pump Station located on a portion of the Grantor Parcel, as more particularly described in Exhibit "2" attached hereto and incorporated herein by this reference (the "Pump Station Easement Parcel"), along with other related easements to be located within the Grantor Parcel, as further described herein.

D. The parties desire to memorialize the terms of the aforementioned easements in this Agreement.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements and covenants and restrictions are made:

1. RECITALS. The above recitals are true and correct and are incorporated herein by this reference.

Handwritten signatures and initials in the bottom right corner of the document. There are two distinct signatures, one appearing to be a circled 'A' and another more complex signature below it.

2. GRANT OF PUMP STATION EASEMENT. Subject to the terms and conditions hereinafter provided, Grantor hereby grants to Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way over the Pump Station Easement Parcel for the construction, operation, maintenance, repair and replacement of a Master Wastewater Pump Station (the "Pump Station Easement"), which facility shall meet the following requirements:

- a. Grantee shall locate the Pump Station within an enclosed building, which building shall be served by underground electric service and shall be architecturally designed to match the character and general architecture of the area, as detailed in the Interlocal Agreement.
- b. Grantee shall install an odor control system at the Pump Station.
- c. Grantee shall operate and maintain the Pump Station, including the odor control system, in perpetuity.
- d. Grantee shall be permitted to install a properly screened back-up generator and generator fuel storage container outside of the Pump Station building.

If Grantee determines that it needs to expand the Pump Station outside of the Pump Station Easement, such expansion shall be subject to the approval of Grantor and written amendment of this Agreement to document the same.

3. GRANT OF ACCESS EASEMENT TO PUMP STATION. Subject to the terms and conditions hereinafter provided, Grantor hereby grants to Grantee, its successors and assigns, a perpetual, non-exclusive easement and right-of-way on, over and across the property depicted on the site plan attached hereto as Exhibit "3" and incorporated herein by this reference (the "Pump Station Site Plan") for pedestrian and motor vehicle access, ingress and egress, which easement shall include the right and obligation for Grantee to construct, operate, maintain, repair and replace a driveway from State Road A-1-A to the Pump Station Easement Parcel and a parking area to serve the Pump Station (the "Access and Parking Easement"), all as depicted on the Pump Station Site Plan. The access driveway and parking area to be constructed by Grantee within the Access and Parking Easement shall match the design of the Intracoastal Waterway Park located on Grantor's adjacent land. The parking area shall consist of a shell base that is properly compacted and stabilized. Grantee shall construct a paved connection driveway to State Road A-1-A in accordance with Florida Department of Transportation standards. Grantee shall also landscape the Access and Parking Easement and the Pump Station Easement Parcel in accordance with the Flagler County Scenic A1A Overlay District criteria. Grantor shall have the right to relocate the driveway constructed by Grantee hereunder to serve the needs of Grantor's Intracoastal Waterway Park, provided that Grantor pays for the cost of designing, permitting and constructing the relocated driveway and that the relocated driveway provide Grantee with equivalent access to the Pump Station Easement Parcel.

4. GRANT OF UTILITY EASEMENT. Subject to the terms and conditions hereinafter provided, Grantor hereby grants to Grantee, its successors and assigns, a perpetual, non-exclusive easement and right-of-way on, over and across the property depicted on the Pump Station Site Plan for the construction, installation, operation, maintenance, repair and replacement of water and wastewater lines from the Pump Station Easement Parcel to State Road

Handwritten signature and initials in the bottom right corner of the page.

A-1-A (the "Utility Easement"). Grantee shall provide stub-outs for water and wastewater service for Grantor's use for future park facilities at the adjacent Intracoastal Waterway Park. In the event Grantor elects to connect to the water and wastewater stub-outs installed by Grantee, Grantor shall be responsible for designing, permitting and installing such utility lines and for perpetual maintenance, repair and replacement of the same. Grantor shall also be responsible for paying Grantee's normal water and sewer capital and usage costs related to the water and sewer service obtained from Grantee for the Intracoastal Waterway Park.

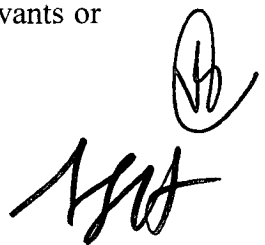
5. **TEMPORARY CONSTRUCTION EASEMENT.** Subject to the terms and conditions hereinafter provided, Grantor hereby grants to Grantee, its successors and assigns, a temporary, non-exclusive easement and right-of-way on, over and across the property depicted on the Pump Station Site Plan for the construction and installation of the structures and improvements described in Sections 2, 3 and 4 herein. This temporary construction easement shall terminate when Grantee completes its original construction of the last of the structures and improvements described in Sections 2, 3 and 4 herein.

6. **IMPROVEMENT PERMITTING.** Grantee shall be responsible for obtaining any and all permits and other approvals from Grantor and other applicable governmental agencies necessary for the construction, installation, maintenance, repair and replacement of the structures and improvements described in Sections 2, 3, 4 and 5 herein, at its sole cost and expense. Grantor shall cooperate with Grantee in executing any applications necessary for Grantee to obtain such permits and approvals. Grantor hereby agrees to waive all application fees or charges associated with its permitting requirements.

7. **RESERVATION OF RIGHTS BY GRANTOR.** Grantor may use the real property described and depicted in **Exhibits "2" and "3"** for any purpose not incompatible with the easements granted hereby, provided that such reserved rights do not obstruct or interfere with the easements and rights herein granted.

8. **MAINTENANCE AND REPAIRS OF EASEMENT PROPERTY.** Following the construction of the buildings and improvements described in Sections 2, 3, and 4 herein, Grantee, at its sole cost and expense, shall maintain, or cause to be maintained, in good order and in a sightly and safe condition, the structures and improvements constructed pursuant hereto. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the structures or improvements, Grantee shall, at its sole cost and expense, with due diligence repair, restore and rebuild such structures or improvements to its condition prior to such damage or destruction.

9. **INDEMNIFICATION.** Subject to the limits of liability set forth in Section 768.28, Fla. Stat., Grantee covenants and agrees to defend, protect, indemnify and hold harmless Grantor, its elected officials, employees and other representatives ("Indemnitees") from and against all claims, including any actions or proceedings brought thereon, and all costs, losses, expenses and liability (including reasonable attorney's fees and costs of suit) arising from or as a result of the injury to or death of any person, or damage to the property of any person which shall occur as a result of the exercise of the easements and rights herein granted, except for claims caused by the negligence or willful act or omission of the Indemnitees, their agents, servants or employees.

Handwritten signature and initials in black ink, located in the bottom right corner of the page.

10. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the successors and assigns of the parties hereto.

11. **ENFORCEMENT; ATTORNEY'S FEES.** In the event of any default under this instrument, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance. Any party which prevails in any such litigation to enforce the provisions hereof shall recover as part of its costs a reasonable attorneys' fee, together with such other costs and expenses as the court deems appropriate.

12. **CONSTRUCTION.** The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment on each party is carried out.

13. **NOTICE.** The addresses of Grantor and Grantee are as set forth in the initial paragraph. Any party may give written notice of change of address to the others. All notices shall be sent by U.S. mail to the addresses provided for in this paragraph or to the last known address and shall be deemed given when placed in the mail.

14. **NO THIRD PARTY BENEFICIARIES.** This Agreement is granted only for the benefit of Grantor and Grantee and is not intended for the use or benefit of any person or entity other than those set forth above.

15. **ENTIRE AGREEMENT; AMENDMENT.** The parties hereto agree that the entire agreement between the parties with respect to the easements is set forth in this Agreement. This Agreement may be amended only by an instrument in writing and signed by Grantor and Grantee.

16. **WAIVER.** No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

[Remainder of Page Intentionally Left Blank]

Handwritten signature and initials in the bottom right corner of the page. The signature appears to be 'JNT' with a circled 'H' above it.

IN WITNESS WHEREOF, Grantor has hereunto set their hands and seals the day and year first above written.

ATTEST:

FLAGLER COUNTY

Gail Wadsworth, Clerk of the Circuit Court
and Comptroller

BY: George Hanns, Chairman
County Board of Commissioners

Date: _____

Approved as to form and legality.



Al Hadeed, County Attorney

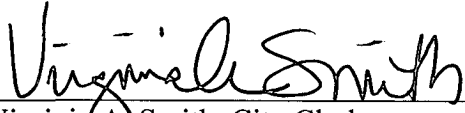
[Signatures Continue on Next Page]




IN WITNESS WHEREOF, Grantee has hereunto set their hands and seals the day and year first above written

ATTEST:

CITY OF PALM COAST, FLORIDA




Virginia A. Smith, City Clerk



BY: Jon Nettis, Mayor

Date: 2/17/15

Approved as to form and legality.



William E. Reischmann, Jr., City Attorney

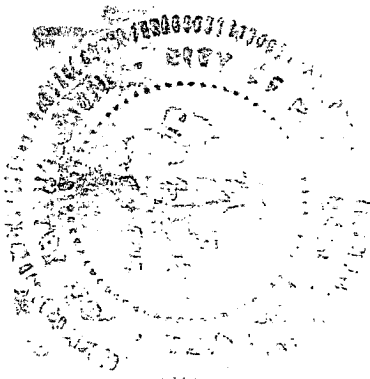




Exhibit "1"

Legal Description of the Grantor Parcel

Handwritten signature and initials in the bottom right corner. The initials appear to be 'HJ' and the signature is a cursive name.

EXHIBIT 1

OFF REC 0571 PAGE 1964

The following Legal Description prepared by Clyde W. Roesch, Palm Coast Engineering and Design Services, Inc. 5 Hargrove Grade, Palm Coast, Florida.
Date; May 15, 1995.

6 acre County Park/Recreation lands at Harbor Village Marina.

DESCRIPTION:

A parcel of land lying West of State Road A-1-A in Government Section 38, Township 11 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

A POINT OF REFERENCE being the intersection of the North line of said Government Section 38 with the westerly right-of-way line of State Road A-1-A (216'R/W), thence South 16°45'12" East along said right-of-way a distance of 1567.75 feet to a point of curvature, thence 387.10 feet along the arc of a curve to the left (concave easterly) having a central angle of 03°50'15", a radius of 5779.65 feet, a chord Bearing of South 18°40'19" East and a chord distance of 387.02 feet to a point of tangency, thence South 20°35'27" East along the westerly right-of-way line of State Road A-1-A (100'R/W) a distance of 949.16 feet to the POINT OF BEGINNING of this description, thence continue South 20°35'27" East a distance of 364.76 feet, thence departing State Road A-1-A South 69°17'51" West a distance of 928.90 feet to a point on the easterly right-of-way line of the Intracoastal Waterway (500'R/W), thence North 20°50'24" West along said right-of-way a distance of 198.46 feet, thence departing said Intracoastal Waterway North 59°09'36" East a distance of 944.84 feet to the POINT OF BEGINNING;

The above description is accompanied by an attached drawing titled "SKETCH OF LEGAL DESCRIPTION".

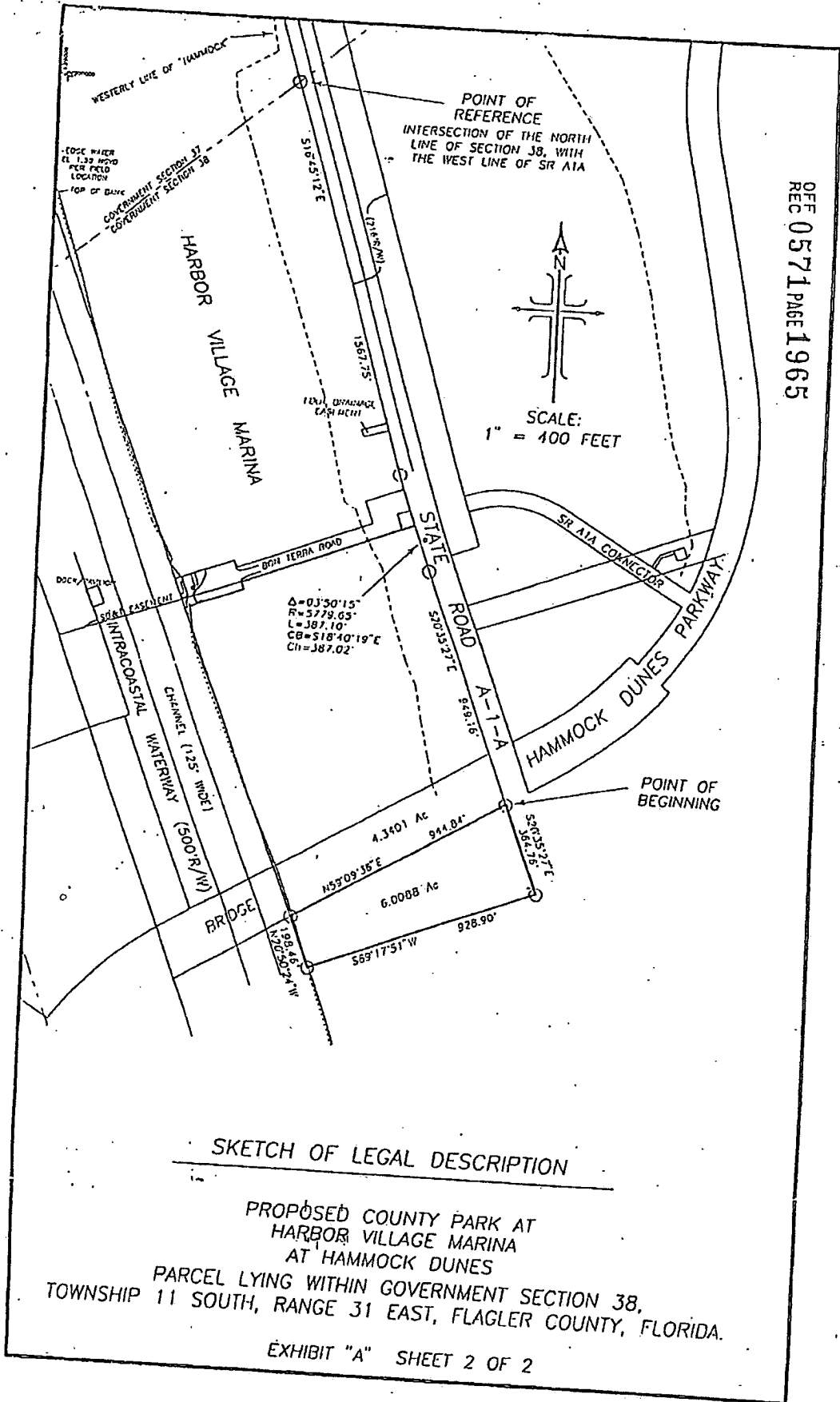
Parcel containing 6.0088 acres more or less.

Bearings refer to the Transverse Mercator Grid System of the East Zone of Florida and locally referenced to the West right-of-way line of State Road A-1-A in the vicinity of the afore described parcel being South 20°35'27" East.

Handwritten signatures and initials:
EAL
JRH
A circular stamp containing the number 19.

EXHIBIT 1

REC 0571 PAGE 1965



SKETCH OF LEGAL DESCRIPTION

PROPOSED COUNTY PARK AT
 HARBOR VILLAGE MARINA
 AT HAMMOCK DUNES
 PARCEL LYING WITHIN GOVERNMENT SECTION 38,
 TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.

EXHIBIT "A" SHEET 2 OF 2

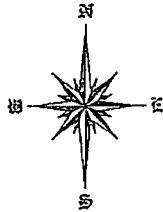
[Handwritten signatures and initials]

Exhibit "2"

Legal Description of the Pump Station Easement Parcel

Handwritten signature and initials in the bottom right corner of the page.

EXHIBIT "2"
 SKETCH OF DESCRIPTION
 (NOT A BOUNDARY SURVEY)



POINT OF REFERENCE
 INTERSECTION OF THE NORTH LINE OF SECTION
 38, WITH THE WEST LINE OF SR A1A

1567.75'
 S16°45'12"E

GOVERNMENT SECTION 37
 GOVERNMENT SECTION 38

CL=387.03'
 CB=S18°40'19"E
 R=5779.65
 L=387.10'
 CENTRAL ANGLE=03 50'15"

SR A1A

S20°35'27"E
 949.16'

POINT OF BEGINNING

S59°09'36"W
 40.65'

N20°35'27"W
 121.89'

EASEMENT "A"
 0.230 ACRES

S59°09'36"W
 99.35'

S30°26'34"E
 104.00'

N70°39'43"E
 79.99'

944.84' TOTAL

N20°35'27"W
 364.76'

928.90'

PARCEL DESCRIBED IN
 OR BOOK 571, PG.1964
 6.0088 ACRES

S20°35'27"E
 1,189.48'

N68°17'51"E

SKETCH AND DESCRIPTION OF
 PALM COAST MASTER PUMP STATION EASEMENT
 AT HAMMOCK BRIDGE PARK
 SR A1A, FLAGLER COUNTY

8.5"x11" scale: 1=200'

ISSUED 2/7/12

SHEET 1 OF 2

EXHIBIT "2"

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WEST OF STATE ROAD A-1-A IN GOVERNMENT SECTION 38, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA RECORDED IN OR BOOK 571, PAGE 1964 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EASEMENT "2"

AS A POINT OF REFERENCE BEING THE INTERSECTION OF THE NORTH LINE OF SAID GOVERNMENT SECTION 38 WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (216' R/W), THENCE SOUTH 16°45'12" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 1567.75 FEET TO A POINT OF CURVATURE, THENCE 387.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT (CONCAVE EASTERLY HAVING A CENTRAL ANGLE OF 03°50'15", A RADIUS OF 5779.65 FEET, A CHORD BEARING OF SOUTH 18°40'19" EAST AND A CHORD DISTANCE OF 387.03 FEET, THENCE SOUTH 20°35'27" EAST A DISTANCE OF 949.16 FEET, THENCE SOUTH 59°09'36" WEST A DISTANCE OF 40.65 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE SOUTH 59°09'36" WEST A DISTANCE OF 99.35 FEET, THENCE CONTINUE SOUTH 30°26'34" EAST A DISTANCE OF 104.00 FEET, THENCE CONTINUE NORTH 70°39'43" EAST A DISTANCE OF 79.99 FEET, THENCE CONTINUE NORTH 20°35'27" WEST A DISTANCE OF 121.39 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.230 ACRES MORE OR LESS.

THIS DESCRIPTION WAS PREPARED FROM RECORD INFORMATION ONLY AND NOT INTENDED FOR USE AS A BOUNDARY SURVEY.

SKETCH AND DESCRIPTION OF
PALM COAST MASTER PUMP STATION EASEMENT
AT HAMMOCK BRIDGE PARK
SR A1A, FLAGLER COUNTY

ISSUED 2/7/12

SHEET 2 OF 2

Handwritten signatures and initials, including a circled 'B' and two sets of initials.

Exhibit “3”

Pump Station Site Plan

“As Built Survey” of Master Pump Station on File with Flagler County Building Department
PDF of “As Built Survey” on File with Flagler County Engineering Department

Master Pump Station Conceptual Site Plan by McKim & Creed included herewith as Interpretive

A handwritten signature in black ink, appearing to be 'H. H. H.', with a circled 'B' or similar symbol to the right of the signature.

UTILITY PLAN
 FOR MAINTENANCE OPERATIONS
 11/23/2011
 311111

**PROPOSED MASTER
PUMP STATION**

ATIS Land
 SURVEYING, LTD.
 400 W. 14th St., Suite 100
 Lincoln, NE 68502
 PH: (402) 439-4400
 FAX: (402) 439-4401
 WWW: ATISLANDSURVEYING.COM
 DATE: MARCH 24, 2011
 PROJECT: SR-20-2010-001

NO.	DATE	REVISIONS
1	03/24/11	ISSUED FOR PERMITS
2	03/24/11	ISSUED FOR CONSTRUCTION
3	03/24/11	ISSUED FOR RECORD

EXISTING MAJOR STREETS AND UTILITIES

1. 14th Street, N
 2. 15th Street, N
 3. 16th Street, N
 4. 17th Street, N
 5. 18th Street, N
 6. 19th Street, N
 7. 20th Street, N
 8. 21st Street, N
 9. 22nd Street, N
 10. 23rd Street, N
 11. 24th Street, N
 12. 25th Street, N
 13. 26th Street, N
 14. 27th Street, N
 15. 28th Street, N
 16. 29th Street, N
 17. 30th Street, N
 18. 31st Street, N
 19. 32nd Street, N
 20. 33rd Street, N
 21. 34th Street, N
 22. 35th Street, N
 23. 36th Street, N
 24. 37th Street, N
 25. 38th Street, N
 26. 39th Street, N
 27. 40th Street, N
 28. 41st Street, N
 29. 42nd Street, N
 30. 43rd Street, N
 31. 44th Street, N
 32. 45th Street, N
 33. 46th Street, N
 34. 47th Street, N
 35. 48th Street, N
 36. 49th Street, N
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 39. 52nd Street, N
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 41. 54th Street, N
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 47. 60th Street, N
 48. 61st Street, N
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 50. 63rd Street, N
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 54. 67th Street, N
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 77. 90th Street, N
 78. 91st Street, N
 79. 92nd Street, N
 80. 93rd Street, N
 81. 94th Street, N
 82. 95th Street, N
 83. 96th Street, N
 84. 97th Street, N
 85. 98th Street, N
 86. 99th Street, N
 87. 100th Street, N

MCKIM & CREED
 1100 Commercial Avenue, Suite 200
 Lincoln, NE 68502
 PH: (402) 441-2100
 FAX: (402) 441-2101
 WWW: MCKIMANDCREED.COM

Palm Coast
 1100 Commercial Avenue, Suite 200
 Lincoln, NE 68502
 PH: (402) 441-2100
 FAX: (402) 441-2101
 WWW: PALMCOASTSURVEYING.COM

BEACHSIDE SEWER SERVICE - PHASE 1
 MASTER PUMP STATION
 PROPOSED SITE PLAN

DATE: 03/24/11
 CHECKED: [Signature]
 DATE: 03/24/11
 DRAWN: [Signature]
 DATE: 03/24/11
 PROJECT: SR-20-2010-001
 SHEET: C-15
 TOTAL SHEETS: 16
 RELEASED FOR CONSTRUCTION

LEGEND

EXISTING 80FT ELEVATION
 PROPOSED 80FT ELEVATION
 TYPICAL PERIMUS STONE ACCESS DRIVE DETAIL

NOTES:

1. PERIMUS STONE SHALL BE SLOPED AWAY FROM CONNECTION POINT
2. SLOPE SHALL BE 3% MINIMUM AND COMPACT GRANULAR
3. ALL EXISTING UTILITIES SHALL BE PROTECTED TO THE DEPTH OF THE PERIMUS STONE AND SHALL BE COMPLETED AND THE PERIMUS STONE SHALL BE SLOPED AWAY FROM CONNECTION POINT
4. PERIMUS STONE SHALL BE SLOPED AWAY FROM CONNECTION POINT
5. PERIMUS STONE SHALL BE SLOPED AWAY FROM CONNECTION POINT

SECTION A

RECORD SURVEY
 PLAN AND PROFILE
 BEACHSIDE SEWER SERVICE - PHASE 1
 SECTION 38.44.46 AND 47, TOWNSHIP 11 S, R. 31 EAST
 CITY OF PALM COAST, FLORIDA COUNTY, FLORIDA
 ALL BUILDING INFORMATION PROVIDED BY CONTRACTOR

APPROVAL STAMP BLOCK
 CITY OF PALM COAST, FL

14

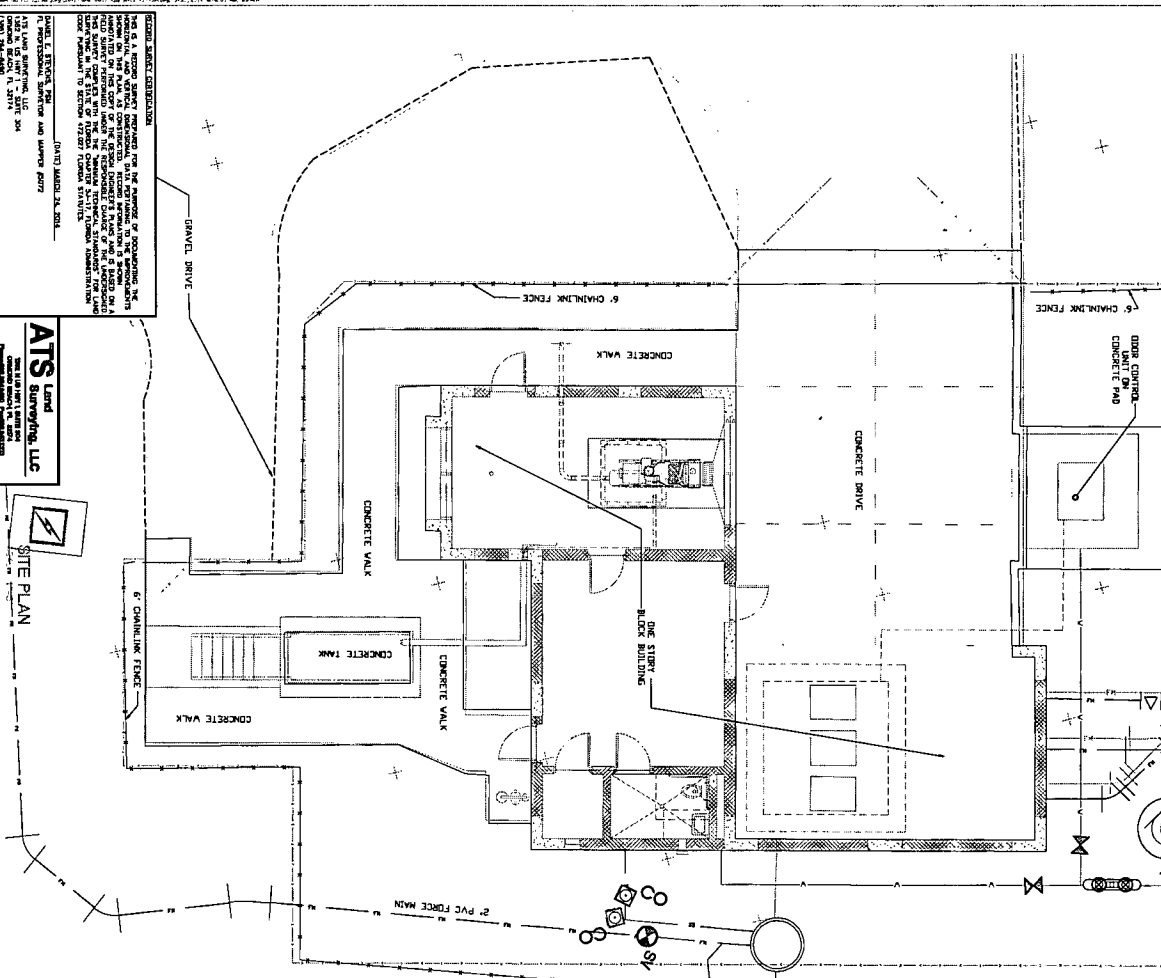
(Handwritten signature)

RECORD SURVEY

FOR
 PLAN AND PROFILE
 BEACHSIDE SEWER SERVICE
 SECTIONS 36A, 46 AND 47, TOWNSHIP 11 S, R 31 EAST
 CITY OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

PROPOSAL: 175606-002
 01/10/2013 09:53:13
 20130321

- NOTES:
1. CONCRETE SLAB SHALL BE REINFORCED WITH #8@18" EW. CONCRETE SHALL BE 2500 PSI.
 2. ALL CONCRETE SHALL BE 4" THICK AND SHALL BE REINFORCED WITH #4@18" EW. REINFORCEMENT SHALL BE PLACED AT MID-DEPTH. CONCRETE SHALL BE PLACED AT MID-DEPTH.



- LEGEND
- EXISTING DRAINAGE LINE
 - EXISTING SPOT ELEVATION
 - SUGGESTED CENTER LINE
 - SUGGESTED SPOT ELEVATION

SECTION 1. THE BEACHSIDE SEWER SERVICE... SHALL BE CONSTRUCTED... THE BEACHSIDE SEWER SERVICE... SHALL BE CONSTRUCTED... THE BEACHSIDE SEWER SERVICE... SHALL BE CONSTRUCTED...

SYMBOL	DESCRIPTION
---	EXISTING DRAINAGE LINE
---	EXISTING SPOT ELEVATION
---	SUGGESTED CENTER LINE
---	SUGGESTED SPOT ELEVATION

FENCING AND GEOMETRY PLAN
 SCALE: 1"=10'

NO.	DATE	DESCRIPTION
1	01/10/2013	ISSUED FOR PERMITS
2	01/10/2013	ISSUED FOR CONSTRUCTION

SECTION 1. THE BEACHSIDE SEWER SERVICE... SHALL BE CONSTRUCTED... THE BEACHSIDE SEWER SERVICE... SHALL BE CONSTRUCTED... THE BEACHSIDE SEWER SERVICE... SHALL BE CONSTRUCTED...

SECTION 2. THE BEACHSIDE SEWER SERVICE... SHALL BE CONSTRUCTED... THE BEACHSIDE SEWER SERVICE... SHALL BE CONSTRUCTED... THE BEACHSIDE SEWER SERVICE... SHALL BE CONSTRUCTED...

SECTION 3. THE BEACHSIDE SEWER SERVICE... SHALL BE CONSTRUCTED... THE BEACHSIDE SEWER SERVICE... SHALL BE CONSTRUCTED... THE BEACHSIDE SEWER SERVICE... SHALL BE CONSTRUCTED...

SECTION 4. THE BEACHSIDE SEWER SERVICE... SHALL BE CONSTRUCTED... THE BEACHSIDE SEWER SERVICE... SHALL BE CONSTRUCTED... THE BEACHSIDE SEWER SERVICE... SHALL BE CONSTRUCTED...

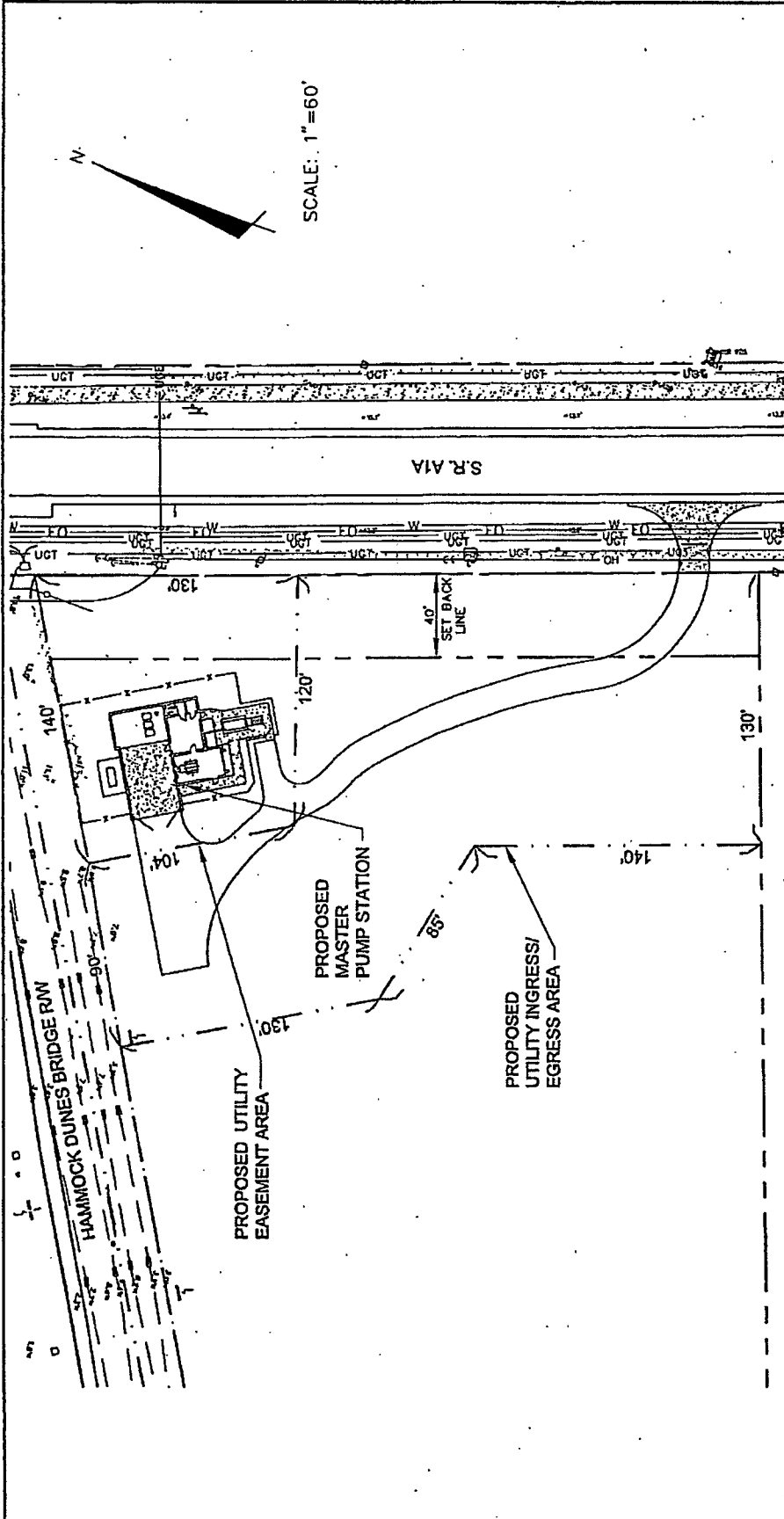
SECTION 5. THE BEACHSIDE SEWER SERVICE... SHALL BE CONSTRUCTED... THE BEACHSIDE SEWER SERVICE... SHALL BE CONSTRUCTED... THE BEACHSIDE SEWER SERVICE... SHALL BE CONSTRUCTED...

SECTION 6. THE BEACHSIDE SEWER SERVICE... SHALL BE CONSTRUCTED... THE BEACHSIDE SEWER SERVICE... SHALL BE CONSTRUCTED... THE BEACHSIDE SEWER SERVICE... SHALL BE CONSTRUCTED...

SECTION 7. THE BEACHSIDE SEWER SERVICE... SHALL BE CONSTRUCTED... THE BEACHSIDE SEWER SERVICE... SHALL BE CONSTRUCTED... THE BEACHSIDE SEWER SERVICE... SHALL BE CONSTRUCTED...

SECTION 8. THE BEACHSIDE SEWER SERVICE... SHALL BE CONSTRUCTED... THE BEACHSIDE SEWER SERVICE... SHALL BE CONSTRUCTED... THE BEACHSIDE SEWER SERVICE... SHALL BE CONSTRUCTED...

EXHIBIT "3"
 MASTER PUMP STATION
 CONCEPTUAL SITE PLAN



S.R.A1A FORCE MAIN
 MASTER PUMP STATION
 AND FORCE MAIN

MASTER PUMP STATION
 SITE PLAN



MCKIM & CREED
 160 Cypress Point Parkway, Suite 204
 Palm Coast, Florida 32184
 Phone: (386)246-6300, Fax: (386)246-6323
 AA0002867 ES0006981
 www.mckimcreed.com

S:\2109\0014\80-Drawings\66-Design\Legal Easement for MFS.dwg, 1/27/2012 2:54:17 PM, Doreen Rodgett

Handwritten signatures and initials.