



City of Palm Coast

Agenda

City Council Business

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

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

Tuesday, October 3, 2017

6:00 PM

Community Wing

City Staff

Jim Landon, City Manager

William Reischmann, City Attorney

Virginia A. Smith, City Clerk

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A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

D. PUBLIC PARTICIPATION

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individual Council Members and staff will be available after the meeting to discuss the matter and answer questions.

E. MINUTES

- 1. MINUTES OF THE CITY COUNCIL'S**

F. PROCLAMATIONS

- 2. PROCLAMATION RECOGNIZING OCTOBER 1, 2017 THROUGH OCTOBER 7, 2017 AS CUSTOMER SERVICE WEEK**
- 3. PROCLAMATION RECOGNIZING OCTOBER 8, 2017 THROUGH OCTOBER 14, 2017 AS FIRE PREVENTION WEEK**

G. ORDINANCES 2ND READ

- 4. ORDINANCE 2017-XX A FUTURE LAND USE MAP AMENDMENT FOR 5+/- ACRE PARCEL LOCATED 1800' NORTH OF WHITEVIEW PARKWAY ON THE EASTSIDE OF US-1 FROM AGRICULTURE & TIMBERLANDS (FLAGLER COUNTY DESIGNATION) TO MIXED USE (CITY OF PALM COAST DESIGNATION)**
- 5. ORDINANCE 2017-XX ZONING MAP AMENDMENT FROM AGRICULTURE (FLAGLER COUNTY DESIGNATION) TO LIGHT INDUSTRIAL (IND-1) FOR A 5+/- ACRE PARCEL LOCATED 1800' NORTH OF WHITEVIEW PARKWAY ON THE EASTSIDE OF US-1**
- 6. ORDINANCE 2017-XX RELATING TO THE VOLUNTARY ANNEXATION OF THE PROPERTY KNOWN AS KORONA LANDS**

H. ORDINANCES 1ST READ

- 7. ORDINANCE 2017-XX MEDICAL MARIJUANA REGULATIONS**

I. RESOLUTIONS

- 8. RESOLUTION 2017-XX APPROVING A MASTER SERVICE CONTRACT FOR STATE LOBBYIST SERVICES**

J. CONSENT AGENDA

- 9. RESOLUTION 2017-XX APPROVING A PURCHASE AND SALE AGREEMENT WITH THE EAST FLAGLER MOSQUITO CONTROL DISTRICT FOR PROPERTY ON UTILITY DRIVE**
- 10. RESOLUTION 2017-XX APPROVING AGREEMENT WITH WENCOAST FOODS, INC. FOR**

THE PURCHASE OF RIGHT OF WAY ON OLD KINGS ROAD

- K. PUBLIC PARTICIPATION - Remainder of Public Comments**
- L. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA**
- M. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA**
- N. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA**
- O. ADJOURNMENT**
 - 11. CALENDAR/WORKSHEET**
 - 12. ATTACHMENTS TO MINUTES**

City of Palm Coast, Florida

Agenda Item

Agenda Date :

Department Item Key	Amount Account #
Subject MINUTES OF THE CITY COUNCIL'S A. September 15, 2017 City Council Special Business Meeting B. September 19, 2017 City Council Business Meeting C. September 26, 2017 City Council Workshop D. September 27, 2017 Charter Workshop	
Background :	
Recommended Action : Approve the minutes of the City Council's: A. September 15, 2017 City Council Special Business Meeting B. September 19, 2017 City Council Business Meeting C. September 26, 2017 City Council Workshop D. September 27, 2017 Charter Workshop	



City of Palm Coast Minutes City Council Special Meeting

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

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

Friday, September 15, 2017

9:00 AM

Community Wing

City Staff

Jim Landon, City Manager

William Reischmann, City Attorney

Virginia A. Smith, City Clerk

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A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

City Clerk Virginia Smith called the roll.

CM Klufas is excused.

**Mayor Holland requested an agenda item be moved from the 9/15/17 meeting relating to the RFP Timeline and Motion to Terminate the City Manager to a special meeting on October 3 since she will not be in attendance and out of the Country. VM Nobile does not mind if it is held on October 3.*

City Clerk confirmed that VM Nobile mentioned previously he was not here October 2 through October 9. VM Nobile confirmed he will be in attendance on October 3 but not at the Charter meeting on the 4th.

Mayor Holland called for Council concurrence. Council concurred.

D. DISCUSSIONS

1 DISCUSSION ON HURRICANE IRMA UPDATE

Mr. Landon and members from the Emergency Management Team provided the overview of Hurricane Irma and the affects it had on the City.

Mayor Holland continue to make investments and improvements is there a long term plan you will bring back to us? Ans: Mr. Landon-Yes. We have the stormwater modeling.

VM Nobile-R section 9:12 The neighbor had water up to his door and in his garage. Ans: Mr. Flanagan-We would be very interested in the residence that had water in their garage. That is valuable information to us.

CM Cuff-Section 81 and Ditch 10 (the Woodlands)-I know there was a lot of water over there, was there a major blockage that contributed to the flooding? Ans: Mr. Landon-Actually, no, the creek that (Ditch 10) that goes under OKR there was more water that could not go under it so it goes over it. We did shut that down for a while. It did recede.

CM Cuff-Bird of Paradise-was the lake over flowing? Ans: Mr. Landon-Yes, we do have capital improvements going on up in that area. It is a natural system that slows it down and it will back up into Bird of Paradise.

We are aware of that one and we have actually made a lot of improvements up in that area in the L section, to the ditches. It all works very well.

CM Cuff-Bird of Paradise is tied more into the L section? Ans: Mr. Landon-Yes.

What about our adult living facilities? Have we had problems with those facilities? Ans: Mr. Landon-Local Health dept is in charge of the special needs shelters. I believe our special needs shelter was at Rymfire Elem. We had one that did have an issue but I believe that is resolved. I have not heard of any critical crisis.

Mr. Landon provided a shout out to all the background crews, all the people taking the phone calls. We could not get that done without all these employees.

Mayor Holland-Is the major issue still power? Ans: Mr. Landon-Yes.

Mayor Holland warned residents about not signing an assignment of benefits for repairs.

CM Cuff-On debris removal-WastePro will take it away; will we be using the site up on US 1 for debris piles? Ans: Mr. Landon-WastePro will take it away; we may use the disposal site.

CM Cuff-Is that debris disposal site under water? Ans: Mr. Abreu-It is ok.

CM Cuff-Who is responsible for taking the trees off of powerlines? Ans: Mr. Landon-Public Works and FPL contractors working together.

Mayor Holland-FEMA reimbursements-are those things (pump repairs) reimbursable? Ans: Mr. Landon-Yes, we can submit for reimbursement.

CM Cuff-Have any generators been stolen this year? Ans: Mr. Abreu-No, not this year.

Mayor Holland-Did we have any damage to our facilities? Ans: Mr. Flanagan-We did and I will provide you with that update in a moment.

CM Shipley-What are we doing with permits? Ans: Mr. Landon-We never waive permits but we do waive the fees associated.

VM Nobile-Permitting and temporary-a roof has a hole and someone goes up to plug a hole, they do not need a permit for that? Ans: Mr. Landon-Secure your home, keep the water out, then come in a permit. Mr. Flanagan explained the requirements for permits.

E. RESOLUTIONS

2 RESOLUTION 2017-XX APPROVING FINAL NUISANCE ABATEMENT ASSESSMENT

R2017-111

Pass

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

Approved - 4 - Council Member Robert Cuff, Vice Mayor Steven Nobile, Council Member Heidi Shipley, Mayor Milissa Holland

Mr. Landon provided a brief overview to this item.

VM Nobile-Were we going to do this meeting either way today? Ans: Mr. Landon-Yes.

There were no public comments.

F. ADJOURNMENT

The meeting was adjourned at 10:40 a.m.

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



City of Palm Coast Agenda MINUTES

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

Tuesday, September 19, 2017

9:00 A.M.

City Hall Community Wing

City Staff

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

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A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

City Clerk, Virginia Smith called the roll.

Present: Mayor Holland, Vice Mayor Nobile, Council Member Klufas, Council Member Cuff and Council Member Shipley.

D. PUBLIC PARTICIPATION

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made part of the record. If anyone is interested in discussing an issue further or ask additional questions, individual Council Members and staff will be available after the meeting to discuss the matter and answer questions.

Charles Ebert - Mr. Ebert distributed a handout to Council, which is attached to these minutes. He spoke of his impressions of Mr. Landon and spoke to the School Board's process of taking 90 days to hire a superintendent.

Jack Carall - East Flagler Mosquito Control District's budget was a million dollars short. The money has got to come from some place. The only place it can come from is us. Does the City get involved in an audit of the Mosquito Control District?

Destin Simms - Complimented Mr. Landon and his leadership and vision to Palm Coast.

Vince Ligouri - Mr. Ligouri felt the City could have done more to mitigate the damage made by fallen trees during Hurricane Irma. He wanted to improve how the overgrowth on vacant lots is handled. He provided a handout to Council, which is attached to these minutes.

Steve Carr - Spoke to the health safety factor to residents with homes on Florida Park Drive. Traffic has increased on Florida Park Drive and the fumes emitted by the cars.

Louis McCarthy - Complimented city crews on response to the Hurricane.

George Mayo - Spoke with Directors Adams and Flanagan about Hurricane emergency generators being at ground level. We are flat, our swales work well, however in fast rising levels, and ground level infrastructure should be reviewed to see if there should be a different platform.

Responses to Public Comments:

Mayor Holland - Mr. Ebert, I am not sure if you know this or not, but the School District took much longer than 90 days to find their replacement. They had a search committee that took several months to find their replacement. Just for the record, it was not 90 days. .

Mr. Carall, the Mosquito Control District is an independent governing body. It is elected by the people of Flagler County. It is a separate bill on your tax bill. The reason why Representative Renner and Senator Hutson were able to call for an independent audit because legislatively, they have the power to do that. I, like you, am very concerned about those dollars and hope that it is resolved publicly so we can understand what happened to these dollars. I applaud by Representative Renner and Senator Hutson for taking action on this issue.

Mr. Ligouri, Mr. Ligouri has left but his comments are duly noted and I know we are working on a vacant lot solution for different mitigation reasons. Hopefully, we will get something back soon.

Mr. Carr, Thank you for your comments. We understand your passion for Florida Park Drive and your comments are duly noted.

Mr. McCarthy - thank you for your comments. I agree 100%. Our team and our departments did an exceptional job and spent many hours at our EOC without sleep. It took a whole army to get this place back up and running and they certainly delivered.

Mr. Mayo - As far Generators at ground level- I think that is a valid point. Have we had any discussions about that? Mr. Landon reported that he had not been involved in any of those discussion but yeah, I think it is a very valid point.

E. MINUTES

1 MINUTES OF THE CITY COUNCIL

Motion by Vice Mayor Nobile, seconded by Council Member Shipley, to approve the minutes of the City Council. The motion carried unanimously.

Approved: Mayor Holland, Vice Mayor Nobile, Council Members Cuff, Klufas and Shipley.

G. ORDINANCES

SECOND READ ORDINANCES

2 ORDINANCE 2017-XX APPROVING AN AMENDMENT TO THE PALM COAST PARK MPD DEVELOPMENT AGREEMENT, APPLICATION NO. 3362

Attorney Reischmann read the title of the Ordinance into the record. Mayor Holland called for any ex-parte communication. There were none. Mr. Landon provided a brief overview to this item.

Public Comments:

There were no public comments.

Motion by Vice Mayor Nobile, seconded by Council Member Shipley, to approve the ordinance amending Palm Coast Park MPD Development Agreement. The motion carried unanimously.

Approved: Mayor Holland, Vice Mayor Nobile, Council Members Cuff, Klufas and Shipley.

3 ORDINANCE 2017-XX AMENDING SECTION 2-36 MEETINGS OF THE CODE OF ORDINANCES OF THE CITY OF PALM COAST

Attorney Reischmann read the title into the record. Mr. Landon provided a brief overview to this item.

Public Comments:

There were no public comments.

Motion by Vice Mayor Nobile, seconded by Council Member Shipley, to approve the Ordinance amending Section 2-36 Meetings in the Code of Ordinances of the City of Palm Coast. The motion carried unanimously.

Approved: Mayor Holland, Vice Mayor Nobile, Council Members Cuff, Klufas and Shipley.

4 ORDINANCE 2017-XX RELATING TO THE VOLUNTARY ANNEXATION OF THE PROPERTY KNOWN AS MARINA DEL PALMA

Attorney Reischmann read the title into the record. Mr. Landon provided a brief overview to this item.

Public Comments:

There were no public comments.

Motion by Vice Mayor Nobile, seconded by Council Member Shipley, to approve the ordinance relating to the voluntary annexation of the property known as Marina del Palma. The motion carried unanimously.

Approved: Mayor Holland, Vice Mayor Nobile, Council Members Cuff, Klufas and Shipley.

5 ORDINANCE 2017-XX FOR THE VOLUNTARY CONTRACTION (DEANNEXATION) OF THE CITY BOUNDARY BY DEANNEXING 116.23 ACRES MORE OR LESS OF REAL PROPERTY KNOWN AS AIRPORT EAST, GENERALLY LOCATED SOUTH OF STATE ROAD 100 AND WEST OF SEMINOLE WOODS PARKWAY

Attorney Reischmann read the title into the record. Mr. Landon provided a brief overview to this item.

Public Comments:

There were no public comments.

Motion by Vice Mayor Nobile, seconded by Council Member Shipley, to approve the ordinance for the voluntary contraction of the city boundary by Deannexing 116.23 acres more or less of real property known as airport east, generally located south of state road 100 and west of Seminole Woods Parkway. The motion carried unanimously.

Approved: Mayor Holland, Vice Mayor Nobile, Council Members Cuff, Klufas and Shipley

H. ORDINANCES

FIRST READ ORDINANCES

6 ORDINANCE 2017-XX A FUTURE LAND USE MAP AMENDMENT FOR 5+/- ACRE PARCEL LOCATED 1800' NORTH OF WHITEVIEW PARKWAY ON THE EASTSIDE OF US-1 FROM AGRICULTURE & TIMBERLANDS (FLAGLER COUNTY DESIGNATION) TO MIXED USE (CITY OF PALM COAST DESIGNATION)

Attorney Reischmann read the title into the record. Mr. Landon provided a brief overview to this item and item 7, which was heard with this item.

Mr. Jose Papa provided a PowerPoint presentation, which is attached to these minutes.

VM Nobile - Does the landowner have any future plans to develop this area? Ans: Mr. Papa- Yes.

Public Comments:

Jack Carall - When you change the designation, like this item, how does it affect the taxing of the property?

Responses to Public Comments:

Change designation - Mayor Holland-In this particular case, yes. It will increase the taxable value.

Motion by Vice Mayor Nobile, seconded by Council Member Shipley, to approve the ordinance, a Future Land Use Map Amendment For 5+/- Acre Parcel Located 1800' North of Whiteview Parkway on the Eastside Of US-1 From Agriculture & Timberlands (Flagler County Designation) to mixed use (City of Palm Coast Designation). The motion carried unanimously.

Approved: Mayor Holland, Vice Mayor Nobile, Council Members Cuff, Klufas and Shipley.

7 ORDINANCE 2017-XX ZONING MAP AMENDMENT FROM AGRICULTURE (FLAGLER COUNTY DESIGNATION) TO LIGHT INDUSTRIAL (IND-1) FOR A 5+/- ACRE PARCEL LOCATED 1800' NORTH OF WHITEVIEW PARKWAY ON THE EASTSIDE OF US-1

Attorney Reischmann read the title into the record. He reminded Council this item is quasi-judicial item. Mayor Holland called for any ex-parte communication. There were none. Mr. Landon provided a brief overview to this item.

THIS ITEM WAS HEARD WITH ITEM 6.

Public Comments:

There were no public comments.

Motion by Vice Mayor Nobile, seconded by Council Member Shipley, to approve ordinance, a Zoning Map Amendment from Agriculture (Flagler County Designation) to Light Industrial (Ind-1) For A 5+/- Acre Parcel Located 1800' North of Whiteview Parkway On The Eastside Of Us-1. The motion carried unanimously.

Approved: Mayor Holland, Vice Mayor Nobile, Council Members Cuff, Klufas and Shipley.

8 ORDINANCE 2017-XX ANNEXING IN KORONA LANDS, LLC

Attorney Reischmann read the title into the record. Mr. Landon provided a brief overview to this item. Mr. Beau Falgout presented a PowerPoint presentation, which is attached to these minutes.

Public Comments:

Kimberly Bouck - Representative from the engineering firm and is here to answer questions.

Motion by Vice Mayor Nobile, seconded by Council Member Shipley, to approve the ordinance, Annexing in Korona Lands, LLC. The motion carried unanimously.

Approved: Mayor Holland, Vice Mayor Nobile, Council Members Cuff, Klufas and Shipley.

I. RESOLUTIONS

9 RESOLUTION 2017-XX APPROVING A PREANNEXATION AGREEMENT WITH KORONA LANDS, LLC

Mr. Landon provided a brief overview to this item.

Public comment:

There were no public comments.

Motion by Vice Mayor Nobile, seconded by Council Member Shipley, to approve the resolution approve a Pre-Annexation Agreement with Korona Lands, LLC. The motion carried unanimously.

Approved: Mayor Holland, Vice Mayor Nobile, Council Members Cuff, Klufas and Shipley.

10 RESOLUTION - 2017-XX APPROVING THE 2018 STATE LEGISLATIVE PRIORITIES

Mr. Landon provided a brief overview to this item. Mr. Beau Falgout presented a Power Point presentation, which is attached to these minutes.

VM Nobile - Is this all we are proposing? Ans: Mr. Falgout-This is the regional one and we will address City specific priorities with our lobbyist.

Public Comments:

There were no public comments.

Motion by Vice Mayor Nobile, seconded by Council Member Cuff, to approve the 2018 State Legislative Priorities. The motion carried unanimously.

Approved: Mayor Holland, Vice Mayor Nobile, Council Members Cuff, Klufas and Shipley.

11 RESOLUTION 2017-XX APPROVING PRICE AGREEMENT WITH CARMEUSE LIME AND STONE.

Mr. Landon provided a brief overview to this item.

Public Comments.

There were no public comments.

Motion by Vice Mayor Nobile, seconded by Council Member Shipley, to approve the resolution approving a price agreement with Carmeuse Lime and Stone. The motion carried unanimously.

Approved: Mayor Holland, Vice Mayor Nobile, Council Members Cuff, Klufas and Shipley.

12 RESOLUTION 2017-XX PROPOSAL CONSTRUCTION AND TESTING TO CONNECT CONSULTING, INC., FOR THE HYDROGEOLOGICAL SERVICES AND DRILLING OF SW-43R:

Mr. Landon provided a brief overview to this item.

Public Comments.

Jack Carall-On this exchange did we benefit or lose? I don't know what it cost to drill a well. When you drill one, you have to disengage one elsewhere? Is it going to cost us money? Usually, when you trade . . . I get one you get one. Ans. Well in this case we gave one and we get two. Plus, more importantly was the discharge area and it is right there in the swamp area to the east of US 1. Our cost is the cost for replacing the well. It was one of those wells that we were going to have to be redone sometime soon. It was one of our older wells. From my opinion, we got a very good deal on this.

Motion by Vice Mayor Nobile, seconded by Council Member Shipley, to approve the resolution approving the proposal construction and testing to Connect Consulting. The motion carried unanimously.

Approved: Mayor Holland, Vice Mayor Nobile, Council Members Cuff, Klufas and Shipley.

13 RESOLUTION 2018-XX APROVING A PRICE AGREEMENT WITH UNIVAR USA INCORPORATED FOR 25% SODIUM HYDROXIDE (MEMBRANE GRADE CAUSTIC).

Mr. Landon provided a brief overview to this item.

Public Comment:

There were no public comments.

Motion by Vice Mayor Nobile, seconded by Council Member Shipley, to approve the resolution approving the price agreement with Univar USA Incorporated for 25% Sodium Hydroxide (Membrane Grade Caustic). The motion carried unanimously.

Approved: Mayor Holland, Vice Mayor Nobile, Council Members Cuff, Klufas and Shipley.

J. OTHER

14 DISCUSSION ON THE CITY MANAGER'S CONTRACT AND EXECUTIVE SEARCH FIRM RFP TIMELINE

Mr. Landon provided a brief overview to this item. Attorney Reischmann presented a PowerPoint, which is attached to these minutes, on the RFP timeline.

Mr. Landon presented a PowerPoint presentation, which is attached to these minutes, on City Manager Contract Options.

VM Nobile- First of all we are talking about two years. So are you telling me in two years these people are leaving? I am sitting here thinking. We are not . . . a gentleman came up and made a statement in favor of Mr. Landon. I agreed with almost everything he said. He is not wrong. But we are not talking about keeping Mr. Landon. We are talking about when he is leaving and that is within the next two years. So what we are talking about now is going to happen within the next two years. For all the negative spots, they are going to potentially happen anyway. My issue with this scenario is not Mr. Landon. It is not how well he maintains the job and the organization he has built. It is about logistics because we are moving forward. It is going to happen in two years. The City Manager has said he may retire. I am saying that is a bad time. We will be in the middle of an election when we are going through this process. We will potentially have two new council members, who will then be in their first charge to pick a new City Manager without any experience, knowledge of how the City works or how any City works. That is not a good decision for the City or for those people in the back. Because those people in the back are products of what Mr. Landon built. Mr. Landon is now maintaining that and what I am looking for is a move forward. That is all. It is time to move forward and we all agree it is time to move forward. All we are talking about now is a timeframe. Does it happen now or two years from now?

We are talking about seven months to pick a search firm. That is absurd. It is going to take two or three months to find one and take us seven months to pick a company to help us search for one. I just feel that this is being put together to lay out the fact that we will not have to make a change until Mr. Landon retires. I don't like the process being taken out of the hands of the people. This Council is what represents the people. Mr. Landon works at the pleasure of this Council. I am getting a little tired of being told what I have said and how I feel. I am looking out for the City. I have no vendetta against Mr. Landon and I don't dislike . . . I like Mr. Landon and I think he is doing a good job but we are paying \$200,000 for an organization to be maintained. We need an organization . . . we are at the precipice of . . . it is time to move forward and that is going to take a different person.

We all agree on that I think. What we've done is moved this out to two years and the timing is wrong. We are just sitting here. We are going to be in the middle of an election. And potentially we are going to five council members; three of which will have two years experience and potentially two with a month or two experience with the City. And I have full confidence in the current council members . . . I am not saying. This process has bothered me that we have again, allowed the dictation of the City Manager to tell us what we are going to do and I am only doing what I am doing because I believe it is best for the City. I am not firing Mr. Landon because he is incompetent. Or I am not asking Mr. Landon to be terminated because he is incompetent. I am just saying it is time to move on and it is already a done deal. It is not not going to happen. Mr. Landon is not going to be here for another 10 years. He will be retiring in two years. He is retiring right after an election and the process to search is during an election. It is not a good idea. It is time for us to start moving forward. We started talking about hiring a development and the Council's response to me to wait. The Council's response was no, we got to get this going. I am trying to figure out . . . so hiring that guy . . . we need to get going but getting the new City Manager that will move us in that direction is not important to get going. I am getting mixed messages and I am feeling like, I need to do this because this is what is best for the City.

CM Shipley-I just want to say the same thing. When I look at the list of the dates and saying these are the only dates we could use because we are so busy and I am looking at my November schedule. It is not that busy. We can make it quicker than it has to be. It seems like if I was going to lose my job that is what I would do. I would say, it is going to take a really long time to find somebody. And if I leave, everyone behind is going to leave too. It is kind of a threat . . . if I leave, everyone is leaving. It puts a bad note on the whole thing where it was suppose be, we liked what Jim Landon was doing; we wanted something different ; we all said that at the meeting. He was doing a good job with what he was doing but we wanted something different. Now it is turning into threats of people walking off the job and it will take . . . It did not take that long to hire Jim Landon. It needs to go faster. I have a problem with the way this whole thing is turning now. It just needs to go faster.

Public Comments:

Louis McCarthy – Would like to see Council take their time with the decision for replacing Mr. Landon.

Ron Burris - Local 630 Business Agent. –lack of diversification of leaders under Mr. Landon.

Charles Ebert – In favor of moving the RFP process along sooner rather than later.

Jack Carall –Offended by the union man. You are not going to get a man better than Landon. Go slow, go easy and get the right man for the job. Like I say, color does not mean anything. If he knows what he is doing, he could be purple. Take your time, don't rush. Haste makes waste.

George Mayo - Timeline proposal does not seem unreasonable.

Responses to Public Comments:

Mayor Holland-All your comments are duly noted. There are no questions to answer, I am sure Council was listening.

VM Nobile - Another potential issue, what I am talking about is logistics. The current council does the interviewing and the interviews maybe over and the two Council Members who did the interviewing are not here anymore. This doesn't work. The timing of this is just not proper.

Motion by Vice Mayor Nobile, seconded by Council Member Shipley, to terminate the current City Manager's contract 60 days from today.

Roll call vote:

VM Nobile - Yes.

CM Cuff - No

CM Klufas - No

CM Shipley - Yes

Mayor Holland – No.

Motion failed.

VM Nobile - And that is that. I will not bring it up again.

Mr. Landon - I hope you stay with that. It would be very much appreciated.

VM Nobile - This is not a vendetta against Mr. Landon. I am now, since it has failed, it looks like Mr. Landon will be here for the next two years until he retires. I am going to work with him, like I have previously. This is a professional process. I am working with Mr. Landon, as long as I am here, to make this City a better place.

CM Klufas - Do we have a timeline for when the Charter Review will be complete? Ans. Mr. Landon-January. Ans: Attorney Reischmann-We have meetings starting at the end of this month. Once we get all the input, it will be up to the Council to take into consideration and work on it.

CM Klufas - The reason I bring it up is because we are potentially changing the framework and the structure for which our City government operates. We may be changing the role of how a City Manager operates within the Charter. I think we need to stay open to that and that process won't be complete until January. Ans: Mr. Landon- And then the voters have to vote on it.

Attorney Reischmann - Mayor, I just want to confirm, I think I know the answer, but what I discussed was a proposal and so unless I am hearing to the contrary, I am going to be working with Beau and Virginia to fill that timeframe I described today. Ans: Mayor Holland- Yes.

15 APPOINT THREE MEMBERS FOR THE CODE ENFORCEMENT BOARD

Mr. Landon gave an overview of the item. There is a three regular members and one alternate. Attorney Reischmann read the portion of the code that refers to the appointments to the Code Board. City Clerk Smith distributed the ranking sheets and announced the Messrs. Netts, Pulos and Roberts received the majority of the votes.

VM Klufas: How frequently does the alternate actually participate in the role as an alternate? In case of absence? Ans: Attorney Reischmann-Very rarely. It is usually to fulfill a quorum.

Public Comment.

There were no public comments.

Motion by Vice Mayor Nobile, seconded by Council Member Shipley to appoint Mr. Netts, Mr. Pulos, Mr. Roberts as regular members and to appoint Mr. Dodzik as the alternate. The motion carried unanimously.

Approved: Mayor Holland, Vice Mayor Nobile, Council Members Cuff, Klufas and Shipley.

16 DISCUSSION - STATE LOBBYIST RFP RANKING

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

Mayor Holland - Without the pricing, let me just ask this. We currently pay our lobbyist \$45,000 annually. What did the pricing come in? Can you tell me? Ans. Mr. Falgout: If I remember correctly, Pittman was \$25,000 and the rest were right in that \$45,000 - \$50,000 range.

Mayor Holland - Let me talk a little about my thought process. I think if you are going to pay \$25,000 for a state lobbyist. You are going to get \$25,000 for a state lobbyist that is not very effective. In the world of lobbying, I would rather pay nothing for that service because that is really going to be the end result. Having been in this industry and understanding the dynamic of what I believe of what we need. I will be very direct in my statement. In meeting with both Representative Renner and Senator Hutson, we know this will be another tight budget year legislatively. I think one of our number one priorities continues to be a lift for our utility funding for different projects that are unfunded mandates. Due to the legislation that has been passed historically that requires us to update our systems and well fields and those sorts of thing without any funding attached to it. Funding is going to be a key issues for us. We didn't get the funding this year. They changed the legislative process a bit. The House now requires us to put it in a bill. Our legislative delegation is now going to pick and choose which projects they are going to take on. When I look at a lobbying firm, I think the greatest strategy we could lay out is quite frankly giving both our legislative delegates a big lift in Tallahassee and I think that requires a large firm to do that. I am familiar with Gray Robinson and they are a large firm. Obviously, I am familiar with Southern Strategy Group. And I know they have five offices throughout the State of Florida. It is really good when you have lobbyists in those areas to work with legislative delegates to garner support for our position up to the north. Often times, we lose out when we are fighting against Miami that has a very strong political presence in Tallahassee. We can do the interviews and pricing will not be my top priorities. It is really strategic positioning of our legislative priorities that we do every year and we are fighting for dollars with every community.

CM Klufas - So these scores are not distinct enough to make a clear decision? There is a standard deviation between the top and the bottom ranking. Ans Mr. Falgout – You can decide based on these scores, you can change the ranking at this time because we are in a public meeting because individually, you could not do that.

CM Klufas – Is there a value you use when scores are distinct enough and is that measure one standard deviation or is it multiple deviations? Ans. Mr. Falgout - It is totally up to this group.

Mayor Holland – Timeframe wise, we have committees that are starting. This is a really critical issue for us. We have got to start having these conversations. Bills are being discussed, they are being thrown around, being voted on, as far as policy decisions and the more we wait. We are behind the 8 ball. Less than 14% of all bills filed at end of session are actually passed. This is an important issue for us especially, when we are going in and asking for dollars.

VM Nobile - I went through this process on paper. These companies, on paper, were very similar: experience, backgrounds, clients, successes. There was one that I did not like the professionalism of the proposal. I don't see how you could make it clear without talking to them. I would prefer to talk to them but keeping the Mayor's concerns, it needs to happen like bang so we can get it done and move on. Ans. Mr. Falgout – All the firms have been put on notice that if they are short listed today, they will be presenting at the next workshop.

Mayor Holland - Do we need to meet with all four? One is the highest based on price but they came in the lowest in qualifications. I am fine with inviting the top two we can decide or three.

CM Klufas - How is the pricing formulated? Ans: Mr. Falgout- If I recall the lowest ranked proposal, gets the full scoring and then it is percentages differences from there. All the scoring was done to the guidelines in the RFP.

VM Nobile - I would like to see the top 3 and would like a restriction of time for the presentations. Ans. Mr. Landon: We definitely would do that and they are used to that.

CM Cuff - I understand the need for speed but we need to vote on this today and do not see a clear consensus as to who that would be, so we need the presentations. I would like to see presentations in Option C. If they are going to pitch us to the legislature, they are going to have to pitch to us first.

Mr. Falgout confirmed the top three in C to be invited with a 10 minute limit to present with a questions and answer period following. Mayor Holland confirmed.

Mr. Landon summarized what will take place at the next workshop.

Public Comment: No comment was received.

K. PUBLIC PARTICIPATION-REMAINDER OF PUBLIC COMMENTS

Ronnie Burris-Local 630 - I am proud of the employees that got out and worked the storm. At the last meeting, I was disturbed by a comment made by the Mayor, as well as my employees were disturbed, that affordable housing is not available to school teachers, etc. but she did not recognize these employees (Public Works and Fire employees) need assistance in housing as well.

Responses to Public Comments:

Mr. Landon - We all use examples and I do not know any other elected official more supportive of our City employees as Mayor Holland. And Mr. Burris, for you to get up here and criticize her when you are from Jacksonville and you don't have clue as to what this Mayor is all about is inappropriate and offensive.

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

CM Cuff - I was very impressed by the staff, and all of our employees in response to the Hurricane. I would like to talk about assisted living facilities, but not today. Job well done.

VM Nobile - Concurred with CM Cuff.

CM Klufas - Concurred as well and my heart goes out to the Flagler Beach residents.

CM Shipley - Agrees with all of Council. Great job.

Mayor Holland - I concur. Unbelievable how great our staff did.

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

Just a follow up regarding assistive living facilities. The Governor has put in place that all assisted living facilities have generators within 60 days.

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

Mr. Landon-I appreciate all the comments. We have a great Team. I am very proud of our team from the boots on the ground to the back ground folks that you may not necessarily see.

FPL has stated all residents have power. If you know of someone who does not, please let Kendra know.

Debris clean-up efforts update.

The City is also back to normal operations but debris clean-up continues. We are still in the State of Emergency declaration for debris clean-up.

Mayor Holland - FEMA representative is in town. Is it appropriate for them to come to our workshop and give a presentation? Ans: Mr. Landon-We will see if we can make that happen.

After action incident report-Pep tanks. We now have more things to look at. A lot of things were learned from Matthew and implemented with Irma. We welcome your feedback.

Food Truck Tuesday is tonight here at Central Park. Kicking off the Pink Army campaign. Sheriff's office PAL will have games for kids. Senior Games kicked off yesterday. Tennis, horse shoes, etc.

O. ADJOURNMENT

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

Respectfully submitted,
Virginia A. Smith, City Clerk



City of Palm Coast Agenda MINUTES

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

Tuesday, September 26, 2017

9:00 A.M.

City Hall Community Wing

City Staff

Jim Landon, City Manager

William Reischmann, City Attorney

Virginia A. Smith, City Clerk

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A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

Deputy City Clerk, Kate Settle called the roll.
All members were present.

D. PUBLIC PARTICIPATION

Public Participation shall be held in accordance with Section 286.0114 Florida Statutes. After the Mayor calls for public participation each member of the audience interested in speaking on any topic or proposition not on the agenda or which was discussed or agendaed at the previous City Council Workshop, shall come to the podium and state their name. Each speaker will have up to three (3) minutes each to speak. The Mayor will advise when the three (3) minutes are up and the speaker will be asked to take a seat and wait until all public comments are finished to hear answers

to all questions. Once all members of the audience have spoken, the Mayor will close public participation and no other questions/comments shall be heard. Council and staff will then respond to questions posed by members of the audience. Should you wish to provide Council with any material, all items shall be given to the City Clerk and made part of the record. If anyone is interested in discussing an issue further or ask additional questions, individual Council Members and staff will be available after the meeting to discuss the matter and answer questions.

There were no public comments.

F. PRESENTATIONS

1. PRESENTATION FROM SHORTLISTED LOBBYIST FIRMS

Mr. Landon provided a brief overview to this item. Mr. Beau Falgout outlined the interview process for the three firms short listed to present to Council.

Metz, Husband and Daughton. Mr. Palmer provided an overview of their firm to Council.

VM Nobile-What is your ratio of clients to lobbyist? Ans: Mr. Palmer- 9 or 10 clients.

VM Nobile-Do you representative any non-government entities? Ans: Mr. Palmer-We represent many clients in the general practice of the firm.

VM Nobile-How do you handle conflict? Ans: Mr. Palmer- We are a structured law firm. The Florida Bar dictates how the firm will handle those issues.

VM Nobile-How do the people in Tallahassee regard your partisan affiliation? Ans: Mr. Palmer-The Legislature is Republican dominated right now. The firm is bi-partisan. The firm equally supports each party.

CM Cuff-Preemption- How do you see that unfolding in the future? Ans: Mr. Palmer- I think you are exactly right. No change in the short-term. The firm will find a compromise when working with the City.

CM Cuff-What other non-profits do you work with? Ans: Mr. Palmer-Bio Florida, Lung Association, Florida Restaurant Association, Florida Bar Association.

Mayor Holland-Are all your partners based out of Tallahassee? Ans: Mr. Palmer- Yes we are. The work we do is in Tallahassee, that is where the relationships are. The downside is that we are not in close proximity to our clients.

Mayor Holland-South Florida and North Florida divide. How do you create relationships with others members when not in session in order to assist your clients? Ans: Mr. Palmer-We travel extensively. There is a policy reason to travel. We have worked with both Representative Renner and Senator Hutson on a piece of legislation.

Mayor Holland-What do you think happened last year with not getting appropriations for utilities? Ans-Mr. Palmer-Representative Renner was being tested by fire.

Mayor Holland-How would you overcome that challenge? Ans: Mr. Palmer- We are a prominent firm in Tallahassee so we could leverage some interest. We can gain access when it is time to get to the speaker or the Chairman on Appropriations.

Mayor Holland-How do you propose helping with the widening of Old Kings Road? Ans. Mr. Palmer- The first step would be to look at FDOT 5 year projects list. If the project is not there, we would need to work with FDOT and then onto the executive branch. First look at 5 year projects in FDOT. You would not want your project to be vetoed.

CM Klufas: Do you represent any telecommunications companies? Ans: Yes, one, AT&T.

Gray Robinson

Mr. Chris Carmody presented Council with an overview of their firm.

VM Nobile-Explain to me how your clients are served? Is there an individual assign? Ans: Chris would be the representative for the City. But the firm as a whole is available.

VM Nobile-What happens with conflict? Same dollars, same pool? Ans. Mr. Carmody-We try not to take on other cities in the same county unless there is an understanding with the client.

VM Nobile-What if something we want conflicts with another client? Ans: Mr. Carmody- The Florida Bar dictates how the firm handles conflicts.

VM Nobile-What percentage of your work is government and non-government? Ans: Mr. Carmody- Many government councils are within the firm but I do not have a percentage of government vs. non-government.

VM Nobile-In Tallahassee, how is your firm regarded? Ans: Mr. Carmody-We hope we are viewed as bi-partisan and straight forward.

CM Klufas-Do you represent any telecommunication companies? Ans: Mr. Carmody-No.

Mayor Holland-Do you represent Bunnell? Ans. Mr. Carmody-No.

Mayor Holland-Volusia? Ans. Mr. Carmody-Yes

Mayor Holland-How do you sure up funding for both Volusia and the City of Palm Coast? Ans: Mr. Carmody-Volusia has more than one representative; Flagler County has one representative. We would be leveraging all the resources for each jurisdiction.

Mayor Holland-Whose campaigns have you supported? Ans. Mr. Carmody-How much time do you have? The firm is very bi-partisan and we support both Democrats and Republicans.

Mayor Holland-With Term limits, the Governor and some of the members of the Cabinet are reaching the end of their terms; how will the firm approach the change? Ans: Mr. Carmody-It is a fine line we walk with the firm but we are confident that we have maintained the right relationships in order to get our clients the access they need. Speaker Cannon could not be here today with us but he has a great deal of insight and we rely on his insights as a team when making a decision.

Mayor Holland- One of the biggest frustration with local government is the legislature stripping away the ability to govern locally, specifically, home rule. How do you explain how far that legislation has gotten? This year was the worse I have seen. It got too close. Ans: Mr. Carmody-Some got too close, like the CRA. We were proud of sending it down in flames. We feel the Senate is where the fight is. They work closely with the League of Cities.

Southern Strategy Group:

Matt Brockelman introduced the members of his team and presented an overview of their firm to Council. VM Nobile: What are the chances of conflicts between clients? Ans. Mr. Brockelman It is not black and white. A lot of what happens is very process oriented and hopefully, we will put together the right strategies so that we don't have to choose between clients. Hopefully, achieving positive outcomes for all clients.

CM Shipley-You've been in business for 20 years and have more clients than a firm that has been in business longer than others. Do you feel that you are taking on too many clients in order to focus on a city the size of Palm Coast? Ans. Mr. Brockelman -No. The focus of the firm is on lobbying only. It's a team culture. Clients no matter how large or small are treated equally.

CM Shipley- Do you currently have working relationship with Palm Coast? I noticed you had the logo at the beginning and on another one of your handouts as well. Is there a reason you currently have our brand on your materials? Ans. Mr. Brockelman -No. It is just standard practice for us. When we submit a proposal, we incorporate elements of the potential client in to our materials.

CM Klufas- Do you have good working relationship with Representative Renner and Senator Hutson? Ans: Mr. Brockelman-Mr. Deno Hicks participated in Representative Renner's campaign. Senator Hutson is a friend.

Mayor Holland-What was the appropriation for Daytona State College? Ans: Mr. Brockelman-The appropriations were mainly focused on buildings and infrastructure.

Mayor Holland-We are struggling to get bigger FDOT projects funded. Old Kings Road North needs expansion and it is potentially a \$30 million dollar project. How would tackle the project to support this initiative? Ans: Mr. Brockelman I would start understanding the project. Is it in the 5 year program? Construction is not in the five year plan. It is not too difficult outside the of work program. I would work toward getting as much as I could to get as much added in the five year work program. If done outside the work program, there is a greater chance of the Governor vetoing the project. Important to work with FDOT to get as much detail in the 5 year work program.

Mayor Holland- Home rule continues to be a challenge. How strongly do you think it will come back this year? What are your strategies to approach those local issues? Ans: Mr. Brockelman-There are a lot of difference strategies to be employed. Mr. Brockelman brought up the CRA is refiled. Senate didn't move on it. The focus is on the Senate.

Mayor Holland-It is important for the members of the legislature to understand the impacts of unintended consequences legislation may have on a local level. We would like conversations with legislators to take place year around. We hope to have a firm that will be proactive and not reactive.

CM Cuff-Could you give us the top ten not-for-profit organizations that you represent? Ans: Mr. Brockelman-We can give you list. As an example, the Palm Beach Zoo is a client and we have done some pro-bono work for non-profit organizations.

2. PRESENTATION OF THE REQUEST FOR PROPOSALS (RFP) FOR A FIBER OPTIC NETWORK BUSINESS PLAN

Mr. Landon provided a brief overview to this item and asked for their feedback after the presentation. Ms. Debbie Streichsbier, FACT leader and Steve Viscardi, IT Director provided a PowerPoint presentation, which is attached to these minutes.

Mr. Landon-Under Item 4. Network Design Alternatives, Council Member Klufas asked staff to look into cable lines add to current poles as opposed to underground.

CM Klufas thanked the members of the team for their work.

VM Nobile-What are the odds of getting it in the timeframe for 2019? Ans: Ms. Streichsbier-The timing would be such that it would be FY 18-19 Budget.

VM Nobile-We don't need to get this in the strategic plan or the budget? Ans: Mr. Landon- There are some things that Steve Viscardi can do that will not affect the budget. Any other items would be brought before Council presented in the 2018/2019 Budget.

VM Nobile-We are looking at we are moving out of a governmental sector into a private sector by potentially becoming ISP. The business plan has to be more private than public. How do we mitigate the risk? I am not seeing how private sector business plans are a little bit different. We have to throw a heavy risk analysis in here. Ans: Mr. Landon- In the public sector there are three types of funds: 1. General government; 2. Enterprise Funds which is a business model without competition and is self-sustaining; 3. Providing a service that the private sector also provides. We got into it to save money to provide services to the School District but there is a possibility that we can leverage it out into the community. The goal is to find the niche Palm Coast and so that it would pay for itself.

VM Nobile-When will we get the results that there is a risk analysis on that item? Ans. Mr. Landon-Historically we have been very careful. Mr. Viscardi- There is much more work to be done on it.

Mayor Holland liked the scope using the infrastructure. Would there be an opportunity to offer something in the Hammock? Ans. Mr. Landon-We are in Bunnell. We are trying to tie into the University System. Now it is business decisions.

Mayor Holland-We made it clear that we want to compete in the economic development realm. The infrastructure allows for that model to exist. Hopefully, this will create more opportunity that we may not even realize. Ans. Mr. Landon-Telecommunications now is like not having water. We don't necessarily have to be the end provider.

CM Shipley-Will we be competing with local businesses? Ans: Mr. Landon-Yes, and the reason is the smaller cities are not getting the same services as larger cities.

Mayor Holland reported on the business model for Chattanooga, TN. Once the telecommunications was in place, more businesses were ready to move to the city.

3. PRESENTATION - PALM COAST PARKWAY OVER I-95 BRIDGE FENCE SIGNAGE CONCEPT PLAN

Mr. Landon provided a brief overview to this item. Mr. Cote presented a PowerPoint presentation slides of what the bridge would look like and reported it is budgeted over \$2 million. VM Nobile thought it was a great idea and good use of city funds. Mr. Cote reviewed the process with Council.

4. PRESENTATION - PATH LIGHTING

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

VM Nobile-When on the path, I did not see too much sun light . . . how would this work? Ans: Mr. Schrager-Six to eight hours of indirect sun gives a full charge. There is a three year warranty and a ten year life span.

Mayor Holland-Have other cities used this type of lighting? Ans: Mr. Schrager- Yes, these are specifically designed for cities.

VM Nobile-I am concerned, is this going to create enough light? Ans: Mr. Schrager-This will not be like walking under a street light.

VM Nobile-Not the type of lighting envisioning for the safety. Ans. Mr. Schrager- Poles maybe cost prohibited.

CM Shipley-I am looking for safety for the children going to school in the morning. Ans. Mr. Landon-The worse thing to do is to light the path because you will be inviting people to walk it. There are a couple of options: We could do a test to see what it looks like.

CM Shipley: What about the lighting being sensory oriented? Ans:Mr. Schrager-When looking into the options, sensor operated lighting was not considered.

CM Klufas-Can we do a small portion of the path to see if it works or not?

Mayor Holland-I am open to a test study.

CM Cuff-I like the idea of a test study.

5. ORDINANCE 2017-XX MEDICAL MARIJUANA REGULATIONS

Mr. Landon provided a brief overview to this item. Ida Meehan and Ray Tyner presented a PowerPoint presentation, which is attached to these minutes. City Attorney Reicshmann reminded Council that the City cannot enforce the regulations as they are governed by the state.

G. WRITTEN ITEMS

6. RESOLUTION 2017-XX APPROVING A PURCHASE AND SALE AGREEMENT WITH THE EAST FLAGLER MOSQUITO CONTROL DISTRICT FOR PROPERTY ON UTILITY DRIVE

Mr. Landon provided a brief overview to this item. Mayor Holland: The timing is interesting here? How long have the discussions been going on? Ans: Mr. Landon- About a year. They didn't want to sell until they moved out to the airport. The purchase has nothing to do with the current financial issues facing the District.

Mayor Holland-I am concerned about what happened to public funds? Just seems messy right now. Ans. Mr. Landon-Having the audit done is critical. We really do not know until the audit is completed. This transaction is in no way trying to bail them out of a financial situation. I believe steps are being taken by the State and the Mosquito Control Board to allow them to go through the process. We would hate to lose the opportunity to acquire their former facility. An initial appraisal was done and we have received an updated one and it has gone up a little, as have most of the real estate in the City.

CM Cuff-The purchase of the property was what ITT had intended when they owned the utility company.

Richard Adams, Utility/Public Works Director-All public services were planned to be on Utility Drive. The building is in okay condition. The original intent to sell the building to the City was about three years ago.

7. RESOLUTION 2017-XX APPROVING AGREEMENT WITH WENCOAST FOODS, INC. FOR THE PURCHASE OF RIGHT OF WAY ON OLD KINGS ROAD

Mr. Landon provided a brief overview to this item.

Mayor Holland: Where are we with a timeframe with acquiring the other parcels? Ans. Mr. Landon-Months away.

H. PUBLIC PARTICIPATION-REMAINDER OF PUBLIC COMMENTS

Jack Carall -The former Mosquito Control Property. Suppose they get a mitigation and they have to sell the building at the airport and they have to move back to some place. Where do we stand? They have to go somewhere. What happens to the property?

Jules Kwiatkowski, Commissioner on the Mosquito Control Board-The Board wanted to sell the property at 24 Utility Drive to the City..

Responses to Public Comments:

Mosquito property-Ans: Mr. Landon-The East Flagler Mosquito Control District is a taxable district. They have an elected board. They provide an extremely important function. Any government entity and private entity can get into financial difficulties.

Mayor Holland-We are purchasing this building having nothing to do with their current concerns.

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

CM Shipley-Why are a .com and not a .gov. Ans. Mr. Landon-Any entity can choose whether they would like a .com, .net, .org, etc. By having .com, it has the meaning that we are open for business.

CM Shipley to Mayor Holland-The radio show that you do, do we get something ahead of time to know what the topic will be that week? Mayor Holland -It is pre-recorded but they handle the topic. Ans. Mr. Landon-We can get you the topics ahead of airing.

VM Nobile-Before we do strategy planning this year, there were two things that have been lost. I thought we were going to look at the maintenance of properties or vacant lots. Ans: Mr. Landon-I don't have that information right now but it is on someone's performance measure. No update to report at this time.

VM Nobile-Second I thought I wanted us to look into having a kiosk in the stores like Publix? Ans. Mr. Landon-That is out there too.

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

Attorney Reicshmann followed up with Mayor Holland's comment that they wanted a pro-active lobbyist. We work in the Sunshine. Pre-emption found their way into bills at the last minute. The lobbyists can keep the City apprised but there would still be the need to contact our legislators directly. Mayor Holland-If you can kill it in the Committee that is where you want to do the work.

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

Mr. Landon provided an overview to the charter review workshop process and made it clear that it is not a Council Workshop.

Mayor Holland-Did we do any sort of social media to promote all of this and do we have a master email list of former Citizen Academy graduates? Ans: Mr. Landon-Cindy can provide a list and send it to all past graduates.

Mayor Holland-I may have a conflict for two of the meetings but would like to hear what the facilitator has to say. Ans. Mr. Landon-There will be audio and she will have a summary.

CM Nobile-When should I present comments that I have heard from the community? Ans: Mr. Landon-The last two meetings will be for council and that will be your opportunity.

Mr. Landon-provided an update on the storm debris removal and the process Waste Pro is taking and the addition of using local resources.

Mayor Holland-Why not use 4C's or other local companies? Ans: Mr. Landon-We reached out to ELS that does this and they may start tomorrow.

Mayor Holland-Do the companies have to be FEMA recognized. Ans: Mr. Landon-Yes.

Mayor Holland- How are the commercial entities doing? Ans. Mr. Landon-Commercial entities are supposed to haul it away on their own. We allowed it once during Hurricane Matthew but we are getting the message out that if it is commercial, you must haul it away, the City will not be picking up debris for the commercial entities.

Fall Recreation Program is out and ready.

Intracoastal Waterway clean-up is rescheduled for November 4.

Pink 5K Run – Sunday, October 15, 2017.

L. ADJOURNMENT

The meeting was adjourned at 12:17 p.m.

Respectfully submitted by:

Kate Settle, Deputy City Clerk

M. CALENDAR/WORKSHEET

8. CALENDAR/WORKSHEET



City of Palm Coast Agenda

Charter Review Workshop

MINUTES

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

Wednesday, September 27, 2017

6:00 PM

Matanzas High School

City Staff

Jim Landon, City Manager

William Reischmann, City Attorney

Virginia A. Smith, City Clerk

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A. CALL TO ORDER BY CHARTER REVIEW WORKSHOP FACILITATOR MARILYN CROTTY

The meeting was called to order by Ms. Crotty at 6:05 p.m.

B. PRESENTATION AND OVERVIEW OF CHARTER REVIEW PROCESS

PUBLIC QUESTIONS:

Jack Carall-Why do we need the charter? Ans: Ms. Crotty it is required by law.

Jack Carall-Why do Counties not have a charter? Ans: Ms. Crotty-Local Government Home Rule Power. Counties follow state regulations when they do not incorporate and have a charter.

Jack Carall-Did you say that they can't change the charter without a vote except for minimal things? How long does it take to get it on the ballot? Ans: Ms. Crotty-The process can happen in a variety of ways. Council can do it by adopting an ordinance and put on a general election or hold a special election.

Jack Carall-How long will this take? Ans: Ms. Crotty-This is reviewing the whole charter and will take a longer period of time.

Jack Carall--That all has to be done in an open forum? Ans: Ms. Crotty-Yes.

?? Anonymous-Is there is a difference between County and Palm Coast? Ans: Ms. Crotty-No issue since County does not have a charter. If county has charter then county will reign, but it does not make a difference here.

C. CITY CHARTER 101

D. PUBLIC COMMENT-PUBLIC COMMENTS WILL BE LIMITED TO THREE MINUTES EACH

Ms. Crotty-What issues in the charter you would like to see changed?

Jack Carall-Can we throw out all the boundaries of the City? Can we go to 7 districts instead of 5?

Kimble Medley-addressed the process that has been adopted by Council-believes it conflicts with the process outlined in the charter.

CM Shipley please have city attorney clarify if the process is correct? Ans: Mr. Reischmann-You have to read our charter with the statutes. Then provided an overview to the charter and the statutes.

Kimble Medley-Opposes the allotment of 3 minutes to speak.

Greg Feldman-Can we add a Council Member be designated as someone to speak with along with the 3 minutes to speak at Charter workshops? Ans: Mr. Falgout-We have on the City website a charter website that residents can go to and provide your suggestions. We also have an email and that email address is charter@palmcoastgov.com

VM Nobile-Are we going to do this at every meeting (the process and education overview)? Ans: Ms. Crotty-It depends on who shows up to each of the meetings.

VM Nobile-Did we close comments and why? Ans: Ms. Crotty-Yes, because there were no more comments.

E. PALM COAST CHARTER ISSUES FOR CONSIDERATION

- 1. Section 1. Short Title**
- 2. Section 2. Legislative Intent**
- 3. Section 3. Incorporation of Municipality**
- 4. Section 4. Municipal Powers**
- 5. Section 5. City Council**

Ms. Crotty provided an overview to all her suggested changes for Sections 1 through 5 and presented a PowerPoint presentation, which is attached to these minutes.

Jack Carall-Could that (quorum issue) be changed by Ordinance?

F. PUBLIC COMMENT-PUBLIC COMMENTS WILL BE LIMITED TO THREE MINUTES EACH

Sections 1 through 5

Jack Carall-quorum. Ans: Attorney Reischmann clarified the process to change the quorum section of the Charter.

Mr. Feldman-Investigations-please clarify-Ans: Marilyn Crotty-clarified the investigation section of the charter.

VM Nobile-Do you know of any cities that include protection for whistle blowers? Ans: Ms. Crotty-Usually that is in the ethics code and personnel policies. Attorney Reischmann-It is also in Federal and State laws.

Jack Carall-issue of office running-petitions for 10% or 1% in district or pay a percentage and the resign to run issue.

Attorney Reischmann clarified that the qualifications are with Florida Statutes.

Public comments:

Norman Mugford-involved in City activity for many years; believes the charter does not need to be changed; scriveners yes-change; appointment of a vacant Council seat a few years ago and that person was in conflict but that person did not stay here but his condo was homesteaded. Change in residency qualifications should be specific.

Mr. Feldman-investigations strongly against it. Any inquiry should be done by the City Manager; if he/she is too close or it is about the City Manager then it should go to the Sheriff's office or the State Attorney's office.

Kim Medley-Read Section 3 and the second sentence charter process issue.

George Meegan-This is a sham of a review process.

VM Nobile-Process-two sets of suggestions for charter changes-when do I bring them up? Ans: Ms. Crotty the intent is the workshop for council at the end of November.

VM Nobile-Interpretation of the charter and how it is reviewed-what steps could we take to confirm that we doing it right? Attorney Reischmann clarified the process again.

CM KLUFAS-thanked Ms. Crotty and all that attended.

G. ADJOURNMENT

The meeting was adjourned at 7:45 p.m.

Respectfully submitted,

Virginia A. Smith, City Clerk

City of Palm Coast, Florida Agenda Item

Agenda Date :

Department Item Key	Amount Account #
Subject PROCLAMATION RECOGNIZING THE WEEK OF OCTOBER 1, 2017 THROUGH OCTOBER 7, 2017 AS CUSTOMER SERVICE WEEK	
Background : The City would like to proclaim October 1, 2017 through October 7, 2017 as Customer Service Week.	
Recommended Action : Proclaim October 1, 2017 Through October 7, 2017 as Customer Service Week.	



Proclamation

Whereas, our businesses and government systems, both locally and across this nation, recognize that making a strong commitment to exemplary customer service builds virtual customer trust; and

Whereas, businesses and governments whose professional service representatives pay attention to the needs and expectations of their customers with responsive problem-solving create steadily satisfied clients; and

Whereas, the City of Palm Coast's Customer Service Division consistently responds to and supports their residents by committing to the highest standards of service every single day; and

Whereas, Palm Coast residents have relied heavily on the knowledgeable, courteous interchange of information and inquiries with their City's Customer Service Division for the past eight years, addressing an average of 100,000 inquiries per year regarding matters such as new service set-up, trash, stormwater drainage, water leaks or billing; and

Whereas, since 1992, the United States Congress established the first full week of every October to recognize customer service representatives who work on the front lines each day.

Now, THEREFORE, BE IT PROCLAIMED THAT THE PALM COAST MAYOR AND CITY COUNCIL DO HEREBY PROCLAIM THE WEEK OF OCTOBER 1ST THROUGH OCTOBER 7TH as

CUSTOMER SERVICE WEEK

and encourage all citizens to acknowledge the contributions Customer Service Representatives make to this community by providing useful information with diligence and compassion.

ADOPTED this 3rd day of October 2017.

Attest:

City of Palm Coast

Virginia A. Smith, City Clerk

Millissa Holland, Mayor

City of Palm Coast, Florida Agenda Item

Agenda Date : 10/03/2017

Department	CITY CLERK	Amount
Item Key		Account
		#
Subject	PROCLAMATION RECOGNIZING OCTOBER 8, 2017 THROUGH OCTOBER 14, 2017 AS FIRE PREVENTION WEEK	
Background :	The City would like to proclaim October 8, 2017 through October 14, 2017 as Fire Prevention Week.	
Recommended Action :	Proclaim October 8, 2017 through October 14, 2017 as Fire Prevention Week.	



PROCLAMATION

Whereas, the City of Palm Coast is committed to ensuring the safety and security of all those living in and visiting Palm Coast; and

Whereas, U.S. fire departments responded to 365,500 home fires in 2015, resulting in 2,560 civilian deaths, according to the National Fire Protection Association (NFPA); and

Whereas, newer homes are built with lightweight materials that burn faster than older home constructions, and many of today's products and furnishings produce toxic gases and smoke when burned, making it impossible to see and breathe within moments; and

Whereas, these conditions contribute to a much smaller window of time for people to escape a home fire safely, with people having as little as one to two minutes to escape from the time the smoke alarm sounds; and

Whereas, a home fire escape plan provides the skill set and know-how to quickly and safely escape a home fire situation and should be developed by all members of the household; and

Whereas, a home fire escape plan includes two exits from every room in the home; a path to the outside from each exit; smoke alarms in all required locations; and a meeting place outside where everyone in the home will meet upon exiting; and

Whereas, practicing a home fire escape plan twice a year ensures that everyone in the household knows what to do in a real fire situation;

Whereas, the Palm Coast Fire Department is dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

Whereas, Palm Coast's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

Whereas, the 2017 Fire Prevention Week theme, "Every Second Counts: Plan 2 Ways Out!" effectively serves to educate the public about the vital importance of developing a home fire escape plan with all members of the household and practicing it twice a year.

Now, Therefore, Be It Proclaimed, THE PALM COAST MAYOR AND CITY COUNCIL HEREBY PROCLAIM OCTOBER 8, 2017 THROUGH OCTOBER 14, 2017 AS

FIRE PREVENTION WEEK

and urge all the residents to find and develop a home fire escape plan with all members of the household and practice it twice a year, and to participate in the many public safety activities and efforts of the City's fire and emergency services during Fire Prevention Week 2017.

Signed this 5th day of September 2017.

Attest:

City of Palm Coast

Virginia A. Smith, City Clerk

Milissa Holland, Mayor

City of Palm Coast, Florida

Agenda Item

Agenda Date :

Department	COMMUNITY DEVELOPMENT	Amount
Item Key		Account
		#
Subject	ORDINANCE 2017-XX A FUTURE LAND USE MAP AMENDMENT FOR 5+/- ACRE PARCEL LOCATED 1800' NORTH OF WHITEVIEW PARKWAY ON THE EASTSIDE OF US-1 FROM AGRICULTURE & TIMBERLANDS (FLAGLER COUNTY DESIGNATION) TO MIXED USE (CITY OF PALM COAST DESIGNATION)	
Background: <u>Update from the September 19, 2017 Business Meeting.</u> This item was heard by City Council at their September 19, 2016 Business Meeting. There were no changes suggested to this item.		
<u>Original Background from the September 19, 2017 Business Meeting</u> The proposed comprehensive plan amendment is for a 5+/- acre parcel generally located 1800' north of Whiteview Pkwy. on the eastside of US-1. The proposed amendment will change the FLUM designation of the subject parcel from Agriculture & Timberlands (Flagler County designation) to Mixed Use (City of Palm Coast designation). In addition to the FLUM amendment, there is a companion application to change the zoning of the parcel from Agriculture (Flagler County Designation) to Light Industrial (IND-1) (City of Palm Coast designation) The subject property was annexed into the City in 2006 and has remained undeveloped since its annexation. A proposed development plan consistent with the adjacent property (commonly known as the Alamo) has necessitated the proposed the FLUM amendment and companion zoning map amendment. An analysis of the proposed amendment's impacts on public facilities and infrastructure indicates that the adopted Levels of Service for facilities and infrastructure will be maintained. Additionally, any proposed development on the subject property will be required to meet the environmental regulations established in the City's Land Development Code as well as other agencies. Finally, the proposed amendment is consistent with the following comprehensive plan policies: <ul style="list-style-type: none"><i>Policy 1.1.1.1 (C) - Mixed Use - This FLUM designation represents existing and future commercial corridors and commercial centers throughout the City that provide general retail, professional services, and offices. A blending of residential and institutional uses is also allowed in this land use designation . . .</i> The proposed amendment is consistent with the Mixed Use designation description contained in Policy 1.1.1.1, because the subject property is within an existing commercial corridor.		

- *Policy 1.4.2.1 -The City shall provide an appropriate balance of commercial, retail, office, and industrial land uses on the FLUM to balance jobs and housing.*

The proposed amendment is consistent with Policy 1.4.2.1 since the development of commercial/industrial uses will provide the appropriate balance of land uses and create jobs.

- *Objective 1.1.4 - Promote compact and contiguous development, a mixture of land uses, and discourage urban sprawl*
- *Policy 1.1.4.5 - Land use patterns will be required to be efficient and not disproportionately increase the cost of providing and maintaining public facilities, as well as providing housing and transportation strategies that will foster energy conservation.*

Consistent with Objective 1.1.4 and Policy 1.1.4.5, the subject parcel is contiguous to the developing areas of the City and does not promote urban sprawl. Utility lines (water and sewer) are available adjacent to the site and additionally, the proposed development on the parcel will appropriately occur on a parcel with direct access to a major arterial (US-1) and therefore, will have minimal impacts on the local roads.

Neighborhood Meeting

Consistent with the requirements of the Land Development Code, a neighborhood meeting was held on August 9, 2017.

Recommended Action : Planning Staff and the Planning and Land Development Regulation Board (PLDRB) recommend to the City Council approval of application number 3357 to amend the Future Land Use Map (FLUM) for 5 +/- acres from Agriculture & Timberlands (Flagler County designation) to Mixed Use (City of Palm Coast designation).

ORDINANCE NO. 2017-____
FUTURE LAND USE MAP AMENDMENT # 3357
TEAROC OF FLORIDA

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE CITY OF PALM COAST 2035 COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED, PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION FOR A 5.0+/- ACRE PARCEL OF LAND MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, AND LOCATED 1800 FEET NORTH OF WHITEVIEW PARKWAY ON THE EASTSIDE OF US-1 FROM AGRICULTURE & TIMBERLANDS (FLAGLER COUNTY DESIGNATION) TO MIXED USE (CITY OF PALM COAST DESIGNATION) PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Palm Coast enacted Ordinance 2010-07, adopting the *City of Palm Coast 2035 Comprehensive Plan* which includes the City of Palm Coast Future Land Use Map (FLUM), which Plan and FLUM have been amended from time-to-time; and

WHEREAS, this future land use amendment is a small scale amendment, and Section 163.3187, *Florida Statutes*, relates to the amendment of adopted local government comprehensive plans and sets forth certain requirements relating to small scale amendments, and this Future Land Use Map Amendment meets the defined criteria of a small scale amendment as defined by Section 163.3187(1), *Florida Statutes*; and

WHEREAS, the Palm Coast Planning and Land Development Regulation Board (PLDRB) considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments regarding amending the Future Land Use Map (FLUM) for a 5+/- acre parcel of land identified as Flagler County Tax Parcel Identification Number 22-11-30-5545-00000-0020 described in Exhibit “A” from Future Land Use Map designation Agriculture & Timberlands (Flagler County designation) to Future Land Use Map designation Mixed Use (City of Palm Coast designation) at a public hearing on August 16, 2017; and

WHEREAS, the City Council of the City of Palm Coast held a duly noticed public hearing on the proposed amendment and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment; and

WHEREAS, the City Council of the City of Palm Coast hereby finds that this Ordinance is in the best interests of the public health, safety, and welfare of the citizens of Palm Coast.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PALM COAST, FLORIDA, THAT THE FUTURE LAND USE MAP IS AMENDED AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.

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

(b). The City Council of the City of Palm Coast hereby adopts and incorporates into this Ordinance the City staff report and City Council agenda memorandum and packet relating to the application relating to the proposed amendment to the *City of Palm Coast Comprehensive Plan* relating to the subject property. The exhibits to this Ordinance are incorporated herein as if fully set forth herein verbatim.

(c). The City of Palm Coast has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

(d). This Ordinance is internally consistent with the goals, objectives and policies of the *Comprehensive Plan of the City of Palm Coast*.

SECTION 2. FUTURE LAND USE MAP AMENDED. The 5+/- acre parcel of land, identified as Flagler County Tax Parcel Identification Number 22-11-30-5545-00000-0020, generally located 1800' north of Whiteview Pkwy. on the eastside of US-1, as legally described in "*Exhibit A*" and as shown on "*Exhibit B*", attached hereto, is hereby amended from the Future Land Use Map designation Agriculture & Timberlands (Flagler County designation) to Future Land Use Map designation Mixed Use (City of Palm Coast designation).

SECTION 3. CODIFICATION/INSTRUCTIONS TO CODE CODIFIER.

Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Palm Cost Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 4. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective thirty-one (31) days after enactment by the City Council. If challenged under the controlling provisions of State law within thirty (30) days after enactment, this small

scale development amendment shall not become effective until the State land planning agency (the Florida Department of Economic Opportunity) or the Administration Commission, respectively, issues a final order determining this small scale development amendment is in compliance.

APPROVED on first reading after due public notice and public hearing the 5th day of September 2017.

ADOPTED on second reading after due public notice and public hearing the _____ day of _____ 2017.

ATTEST:

CITY OF PALM COAST, FLORIDA

Virginia A. Smith, City Clerk

Milissa Holland, Mayor

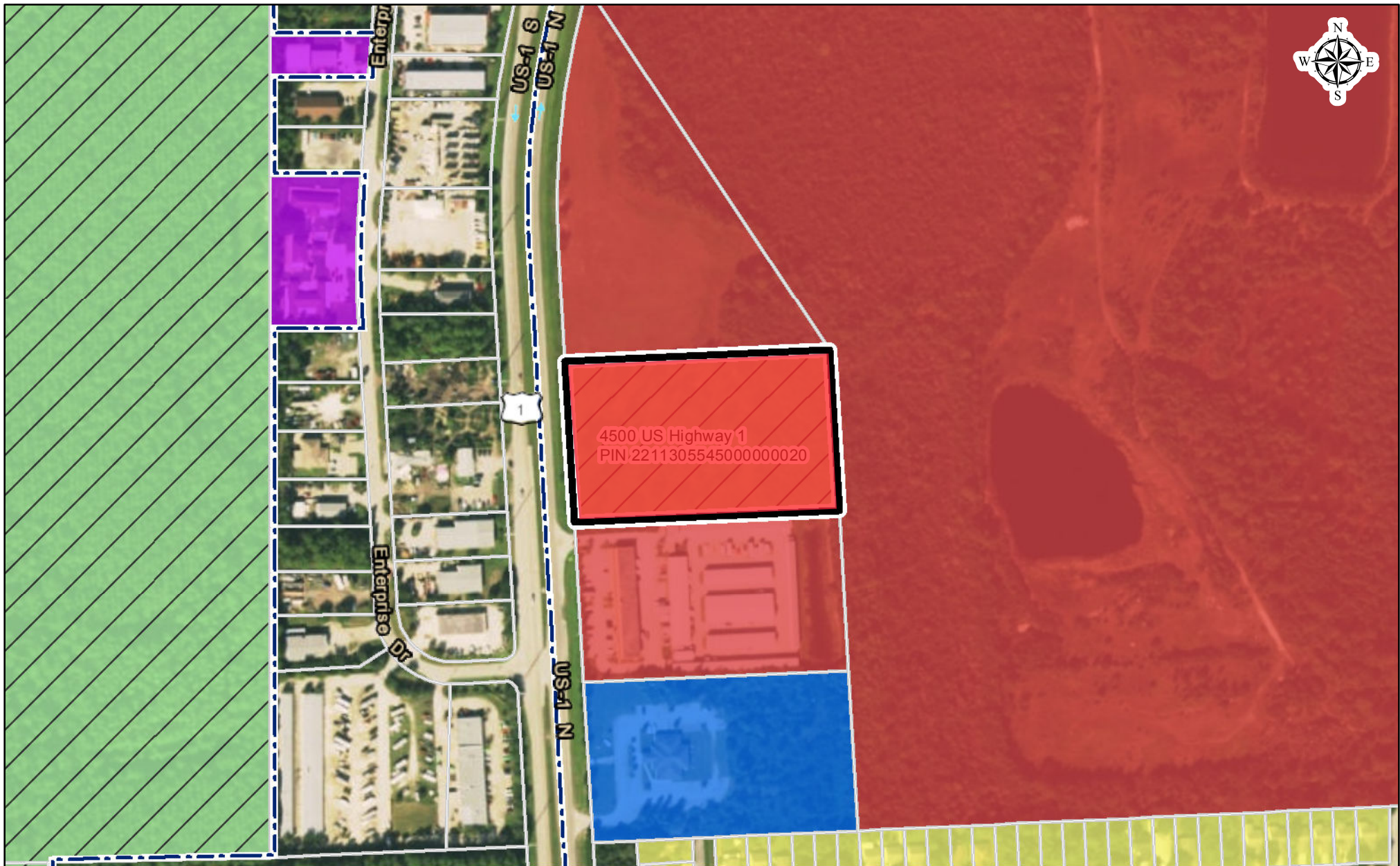
Attachments:

Exhibit "A" – Legal Description of property subject to FLUM amendment.



Exhibit "B" – Revised FLUM.

EXHIBIT "A"
LEGAL DESCRIPTION

SANDLAKE SUBD LOT 2 5.00 AC OR 965 PG 984 OR 976 PG 481,482
ANNEXED INTO CITY 2006-09 OR 1469 PG 817



Future Land Use Map




-  Palm Coast City Limits
-  4500 US Highway 1

Imagery: NAIP 2015

0 250 500 Feet

Palm Coast FLUM Classifications

-  Industrial
-  Institutional

-  Mixed Use
-  Residential
-  AGRICULTURE & TIMBERLANDS,Annexed Area, Flagler County FLUM adopted



Map Provided by the GIS Division

Date: 7/24/2017

City of Palm Coast, Florida

Agenda Item

Agenda Date :

Department Item Key	COMMUNITY DEVELOPMENT	Amount Account #
Subject	ORDINANCE 2017-XX ZONING MAP AMENDMENT FROM AGRICULTURE (FLAGLER COUNTY DESIGNATION) TO LIGHT INDUSTRIAL (IND-1) FOR A 5+/- ACRE PARCEL LOCATED 1800' NORTH OF WHITEVIEW PARKWAY ON THE EASTSIDE OF US-1	
Background : <u>Update from the September 19, 2017 Business Meeting</u> This item was heard by City Council at their September 19, 2017 Business Meeting. There were no changes suggested to this item.		
<u>Original Background from the September 19, 2017 Business Meeting</u> The proposed rezoning of the subject property is a companion application to a proposed Future Land Use Map amendment for the subject property. The subject property is 5 ± acres and generally located 1800' north of Whiteview Parkway on the eastside of US-1. The proposed rezoning will amend the zoning designation for the subject property from Agriculture (Flagler County designation) to Light Industrial (IND-1). The intent of the proposed rezoning is to accommodate a proposed commercial/industrial development which will be similar to the development to the adjacent parcel to the south (better known as the Alamo). Staff analyzed the proposed rezoning based on the criteria established in the City of Palm Coast Land Development Code. In summary, staff makes the following findings: <ul style="list-style-type: none">- the proposed rezoning is consistent with the Comprehensive Plan,- the proposed rezoning does not negatively impact the existing public facilities, and- the proposed rezoning is consistent with the surrounding land uses and is in an area appropriate for expansion of commercial/industrial uses and does not cause a nuisance or threat to the general welfare and safety of the public.		
Recommended Action : Planning Staff and the Planning and Land Development Regulation Board (PLDRB) recommend to the City Council, approval of application number 3356 to rezone 5 +/- acres from Agriculture (Flagler County designation) to Light Industrial (IND-1) (City of Palm Coast designation).		

ORDINANCE 2017-____
REZONING APPLICATION NO. 3356
TEAROC OF FLORIDA

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP AS ESTABLISHED IN SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; AMENDING THE OFFICIAL ZONING MAP FOR 5.0± ACRES OF CERTAIN REAL PROPERTY DESCRIBED AS TAX PARCEL IDENTIFICATION NUMBER 22-11-30-5545-00000-0020, GENERALLY LOCATED 1,800 FEET NORTH OF WHITEVIEW PKWY. ON THE EASTSIDE OF US-1 BEING MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A, FROM AGRICULTURE (FLAGLER COUNTY DESIGNATION) TO LIGHT INDUSTRIAL (IND-1) (CITY OF PALM COAST DESIGNATION) ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

SECTION 2. Official Zoning Map Amended. The 5.0 ± acres of land, identified as tax parcel identification number 22-11-30-5545-00000-0020, located 1,800 feet north of Whiteview Pkwy. on the eastside of US-1, legally described in “Exhibit A” and as depicted in “Exhibit B,” attached hereto, is hereby amended from the Agriculture (Flagler County) zoning district to Light Industrial (IND-1) (City of Palm Coast) zoning district.

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

SECTION 4. Conflicts. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 6. Effective Date. This Ordinance shall become effective immediately upon the effective date of Ordinance No. _____ as adopted by the City Council of the city of Palm Coast, Florida, and pursuant to the City Charter. If Ordinance No. _____ does not become effective, then this Ordinance shall become null and void.

Approved on first reading this 19th day of September 2017.

Adopted on the second reading after due public notice and hearing City of Palm Coast this ____ day of _____ 2017.

CITY OF PALM COAST, FLORIDA

ATTEST:

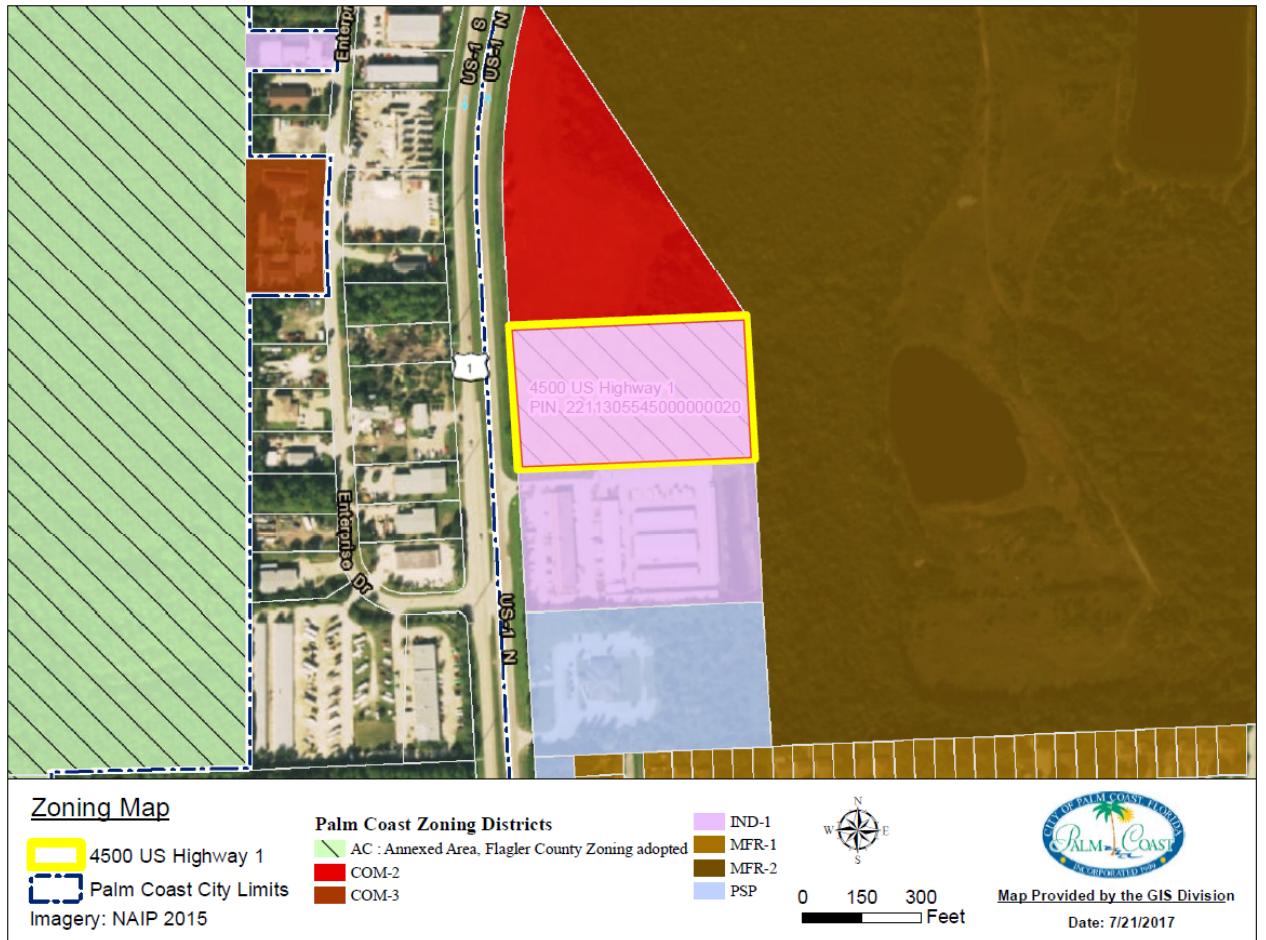
MILISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK
Attachments: Exhibit “A” – Legal Description of property
Exhibit “B” – Revised Official Zoning Map

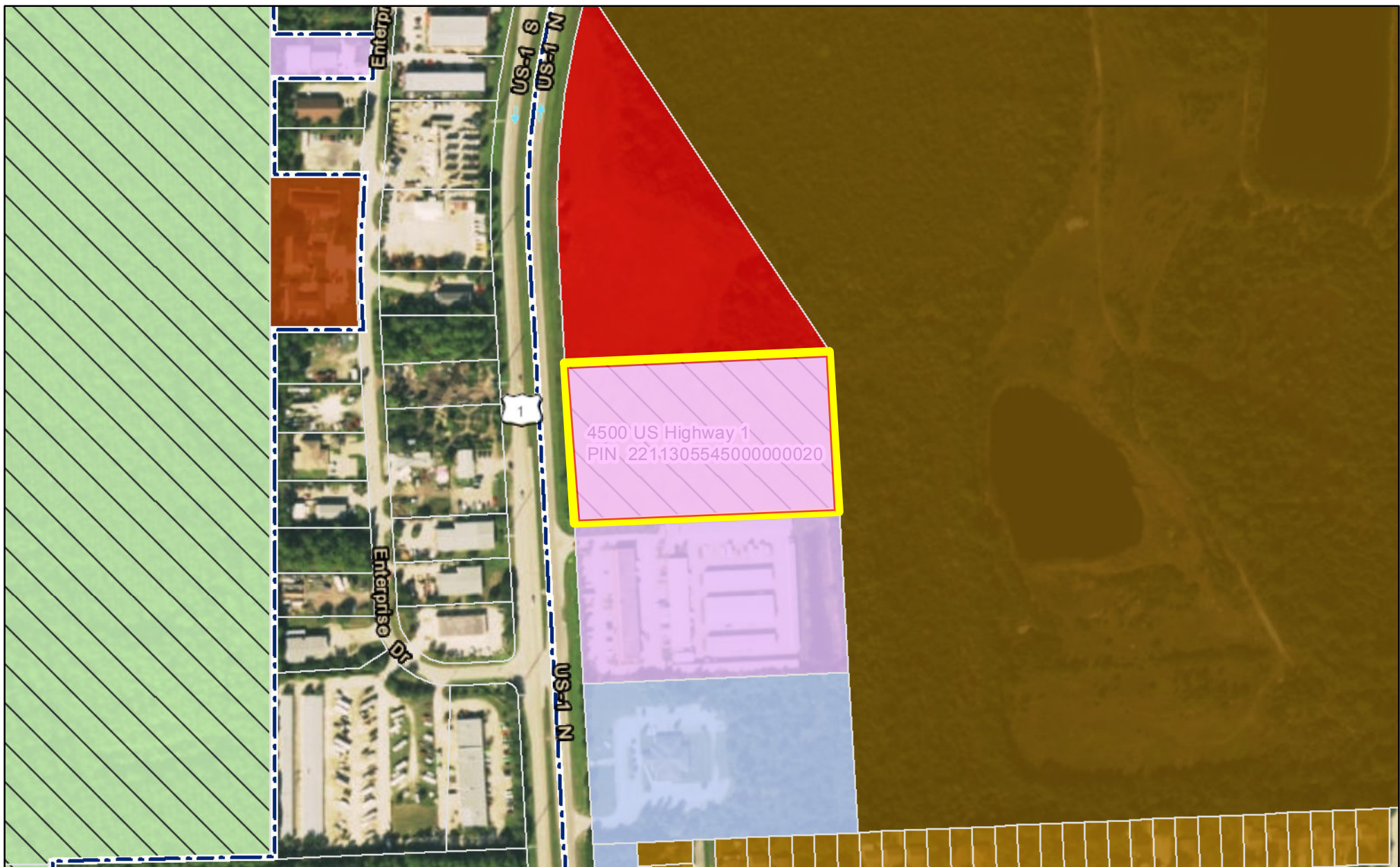
EXHIBIT "A"
LEGAL DESCRIPTION

**SANDLAKE SUBD LOT 2 5.00 AC OR 965 PG 984 OR 976 PG 481,482 ANNEXED
INTO CITY 2006-09 OR 1469 PG 817**

EXHIBIT “B” **ORDINANCE No. 2017-_____** **Revised Official Zoning Map**



The City of Palm Coast prepares and uses this mapmap data for its own purposes. This mapmap data displays general boundaries and may not be appropriate for site specific uses. The City uses data believed to be accurate; however, a degree of error is inherent in all maps. This mapmap data is distributed AS-IS without warranties of any kind, either expressed or implied including, but not limited to, warranties of suitability to a particular purpose or use. This mapmap data is intended for use only at the published scale. Detailed on-the-ground surveys and historical analyses of sites may differ substantially from this mapmap data.



Zoning Map

- 4500 US Highway 1
- Palm Coast City Limits

Imagery: NAIP 2015

Palm Coast Zoning Districts

- | | |
|---|--|
| AC : Annexed Area, Flagler County Zoning adopted | IND-1 |
| COM-2 | MFR-1 |
| COM-3 | MFR-2 |
| | PSP |



0 150 300
Feet



Map Provided by the GIS Division

Date: 7/21/2017

City of Palm Coast, Florida

Agenda Item

Agenda Date : 10/03/2017

Department ASED Item Key	Amount Account #
Subject ORDINANCE 2017-XX RELATING TO THE VOLUNTARY ANNEXATION OF THE PROPERTY KNOWN AS KORONA LANDS	
<p>Background : <u>Update from the September 19, 2017 Business Meeting</u> This item was heard by City Council at their September 19, 2017 Business Meeting. There were no changes suggested to this item.</p> <p><u>Original Background from the September 19, 2017 Business Meeting.</u> Korona Lands LLC, owners of approximately 9.94 acres of property which is located north of U.S. Highway No. 1 and south of Seminole Woods Boulevard are requesting annexation into the City of Palm Coast.</p> <p>The annexation of the Korona Lands LLC land is being accomplished in accordance with Florida Statutes, Chapter 171. The proposed annexation meets the criteria set forth in Subsection 171.043, Florida Statutes.</p> <p>Character of the area to be annexed:</p> <ul style="list-style-type: none">• The property's northern boundary is contiguous to the City's boundary;• The property is reasonably compact, is not part of another incorporated municipality and will be used for urban purposes;• The proposed annexation will not create an enclave.	
<p>Recommended Action : ADOPT ORDINANCE 2017-XX RELATING TO THE VOLUNTARY ANNEXATION OF THE PROPERTY KNOWN AS KORONA LANDS</p>	

ORDINANCE 2017-_____
KORONA LANDS LLC

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF PALM COAST, UPON ADOPTION OF THIS ORDINANCE; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 9.94 ACRES OF PROPERTY DESCRIBED IN EXHIBIT “A” TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, *FLORIDA STATUTES*; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION/EFFECT OF ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON AD VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a Petition for Annexation has been filed with the City Clerk of the City of Palm Coast, Florida, which petition contains the name of the property owners in the area described in this Ordinance and requests annexation into the incorporated area and City Limits of the City of Palm Coast, Florida; and

WHEREAS, the City’s staff has certified that the property owners in the area to be annexed have signed the petition for Annexation; and

WHEREAS, the City Council hereby finds that the property described hereinafter is reasonably compact and contiguous to the corporate areas of the City of Palm Coast, Florida, and it is further determined that the annexation of said property will not result in the creation of any enclaves, and it is further determined that the property otherwise fully complies with the requirements of State law; and

WHEREAS, the City of Palm Coast, Florida, is in a position to provide municipal services to the property described herein, and the City Council of the City of Palm Coast, Florida, deems it in the best interest of the City to accept said Petition for Annexation and to annex said property; and

WHEREAS, pursuant to, and in compliance with the law, notice has been given by publication once a week for two consecutive weeks in a newspaper of general circulation notifying the public of this proposed Ordinance and of public hearings to be held at City Hall in the City of Palm Coast; and

WHEREAS, the provisions of this ordinance and the actions taken herein are consistent with the City's Comprehensive Plan and State law; and

WHEREAS, public hearings were held pursuant to the requirements of State law and in conformity with the published notice described above at which hearings the parties in interest and all others had an opportunity to be, and were in fact, heard; and

WHEREAS, it is the City's best interest to annex property which provides economic and other benefits to the City wherever possible.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.

(a) The property that is the subject of this Ordinance and the Petition for Annexation is described in Section 2 of this Ordinance.

(b) The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council of the City of Palm Coast. The City Council of the City of Palm Coast finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section.

(c) The City Council of the City of Palm Coast adopts as legislative and administrative findings the fact that the land area described in Section 2 of this Ordinance (hereinafter referred to as the "Area") is reasonably compact and contiguous to the present Corporate Limits of the City of Palm Coast, and that no part of the Area is within the boundary of another municipality or the County in any manner or configuration that would contravene the provisions of Florida law or be contrary to sound and generally accepted land use planning practices and principles. The City Council of the City of Palm Coast finds that the annexation of the Area does not create an enclave and that the Area otherwise fully meets the criteria established in Chapter 171, *Florida Statutes*.

(d) The City Council of the City of Palm Coast has applied the laws of the State of Florida, Chapter 171, *Florida Statutes*, as well as the case law analyzing, construing and applying

said statutory provisions, and the legislative intent pertaining to said statutory provisions as set forth in legislative staff reports.

(e) The City Council of the City of Palm Coast finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section and that no other action of the City is required to fully implement an annexation of the Area as set forth herein.

SECTION 2. ANNEXATION OF PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS. The lands described in Exhibits “A” and shown on the map in Exhibit “B”, attached hereto, be and they are hereby annexed to and included within the corporate limits of the City of Palm Coast, Florida.

SECTION 3. RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION/EFFECT OF ANNEXATION UPON LAND USES.

(a) Upon this Ordinance becoming effective, the property owner shall be entitled to all the rights and privileges and immunities as are from time to time granted to property owners of the City of Palm Coast, Florida, as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time to time be determined by the City Council of the City of Palm Coast, Florida, and the provisions of Chapter 171, *Florida Statutes*

(b) Upon annexation, the Area shall retain a zoning classification established by the Land Development Code of Flagler County and a land use designation as assigned by the Flagler County Comprehensive Plan in accordance with the provisions of Section 171.062, *Florida Statutes*, until otherwise changed or amended by an appropriate ordinance or by a number of ordinances as may be enacted by the City Council of the City of Palm Coast, Florida.

SECTION 4. EFFECT ON AD VALOREM TAXES. All property lying within the boundaries of the Corporate/City Limits of the City of Palm Coast, Florida, as hereby revised, shall hereafter be assessed for payment of municipal ad valorem taxes pursuant to law.

SECTION 5. EFFECT ON BUSINESSES AND OCCUPATIONS. All persons who are lawfully engaged in any occupation, business, trade or profession, within the Area upon the effective date of this Ordinance, under a valid license or permit issued by Flagler County, Florida, shall have right to continue such occupation, business, trade or profession within the corporate limits of the City of Palm Coast, as revised, upon the securing of a valid business tax receipt from

the City of Palm Coast, which receipt shall be issued upon payment of the appropriate fee there, without the necessity of taking or passing any additional examination or test relating to the qualifications of such licenses.

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

SECTION 7. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

APPROVED on first reading the 19th day of September 2017.

ADOPTED on second reading after due public notice and public hearing the 3rd day of October 2017.

ATTEST:

City of Palm Coast, Florida

Virginia A. Smith, City Clerk

Milissa Holland, Mayor

Approved as to form and legality

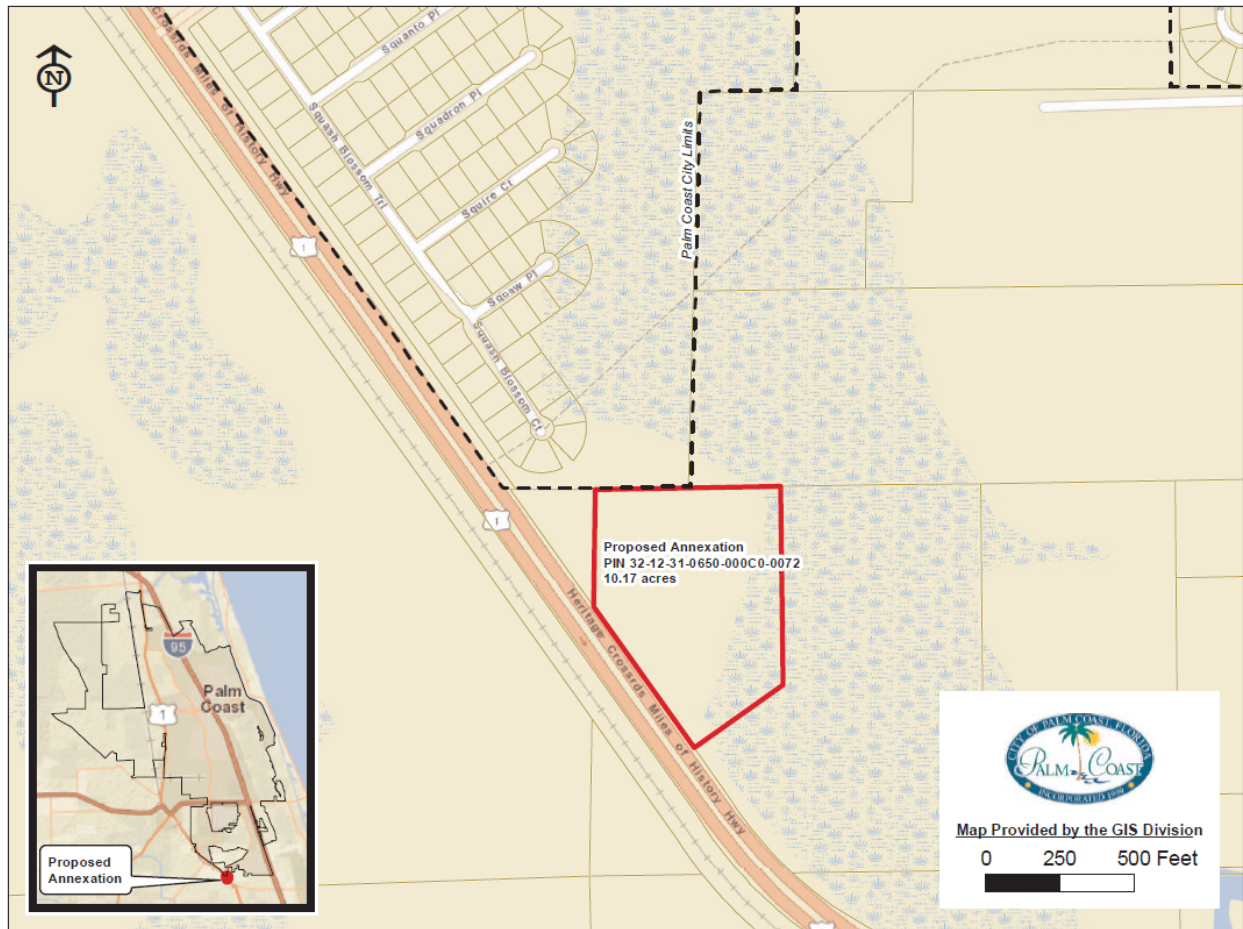
William E. Reischmann, Jr., Esq.
City Attorney

Exhibit A

KORONA LANDS LLC PROPERTTY

THAT PART OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF GOVERNMENT SECTION 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, LOCATED NORTH OF U.S. HIGHWAY NO. 1 AND BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S HIGHWAY NO. 1 AND THE WESTERLY LINE OF SAID SW 1/4 OF THE SW 1/4 OF SAID SECTION 32 FOR A POINT OF BEGINNING; THENCE N00°51'07"E ALONG THE WESTERLY LINE FOR A DISTANCE OF 379.49 FEET; THENCE DEPARTING SAID LINE N89°10'32"E FOR A DISTANCE OF 625.13 FEET; THENCE S00°00'00"E FOR A DISTANCE OF 666.80 FEET; THENCE S54°30'55"W FOR A DISTANCE OF 351.99 FEET TO THE AFOREMENTIONED NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE ALONG SAID RIGHT-OF-WAY LINE N35°29'05"W FOR A DISTANCE OF 592.77 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION. THE ABOVE DESCRIBED PARCEL CONTAINS 9.94 ACRES, MORE OR LESS.

EXHIBIT "B"



Korona Lands LLC

ANNEXATION REPORT

This report will establish that the proposed annexation of the Korona Lands LLC Annexation Study Area, as depicted in the attached map, meets the requirements for annexation as outlined in Chapter 171 of the Florida Statutes. The annexation area consists of approximately **9.94** acres of primarily vacant developable land, as depicted in Exhibit A and B of this report. Because there are no registered electors living within the proposed annexation area, no referendum on annexation is required under Florida Statutes. However, subsection 171.042 of the Florida Statutes requires, as a prerequisite to annexation, that the City prepare a report showing that the City is able to provide the needed public facilities.

The annexation of the study area will be accomplished in accordance with Section 171.0413 (5) and (6), Florida Statutes which applies to areas without registered electors. These sections provide that:

"If more than 70 percent of the land in an area proposed to be annexed is owned by individuals, corporations, or legal entities which are not registered electors of such area, such shall not be annexed unless the owners of more than 50 percent of the land in such area consent to such annexation. Such consent shall be obtained by the parties proposing the annexation prior to the referendum to be held on the annexation." and

"...if the area proposed to be annexed does not have any registered electors on the date the ordinance is finally adopted, a vote of electors of the area proposed to be annexed is not required. In addition to the requirements of subsection (5), the area may not be annexed unless the owners of more than 50 percent of the parcels of land in the area proposed to be annexed consent to the annexation."

Introduction

The annexation area considered in this study is located in unincorporated Flagler County, primarily north of U.S. Highway No. 1 and south of Seminole Woods Boulevard. The area is located in Flagler County Commission District 3, which is currently represented by Commissioner David Sullivan. If annexed into the City of Palm Coast, the area would be in City Council District # 3, which is now represented by City Council Member Nick Klufas.

The development pattern within and surrounding the annexation area is urban and suburban in form and intensity. The annexation study area is surrounded by residential development to the north and vacant land to the south with residential development further north on Seminole Woods Boulevard and vacant land to the southwest of U.S. Highway No. 1.

The proposed annexation meets the criteria set forth in Subsection 171.043, Florida Statutes, Character of the area to be annexed:

- * The property's northern boundary is contiguous to the City's boundary.
- * The property is reasonably compact, is not part of another incorporated municipality and will be used for urban purposes.
- * The proposed annexation will not create an enclave.

Current and Proposed Future Land Use and Zoning

Following annexation, the City of Palm Coast will initiate comprehensive plan amendments to assign the appropriate City future land use designations for the annexed properties. The proposed future land use designations and zoning classifications presented in this annexation study report are preliminary; they may be

modified once a more detailed land use analysis occurs when initiating the necessary comprehensive plan amendments.

Preliminarily, Flagler County's and Palm Coast's proposed future land use designations are generally consistent. The existing land use is vacant agricultural. The City will assign the most logical and compatible future land use designations and appropriate zoning classifications. Pursuant to Section 171.062 Florida Statutes, Flagler County land use plan and zoning or subdivision regulations will remain in effect until the City of Palm Coast adopts a comprehensive plan amendment for the annexed area.

Provision of Public Facilities and Services

The table below gives the current service providers and the potential providers that would serve the community if the annexation ordinance were adopted.

Current and Potential Service Providers

Service	Current Service Provider	Potential Service Provider
	<u>(Flagler County)</u>	<u>(City of Palm Coast)</u>
Potable Water	City of Palm Coast	City of Palm Coast
Wastewater/ Reclaimed Water	Private Septic Systems and City of Palm Coast	City of Palm Coast
Electric Service	Florida Power and Light	Florida Power and Light
Solid Waste	Flagler County/Private haulers	City of Palm Coast/Private hauler
Stormwater	Flagler County	City of Palm Coast
Police	Flagler County Sheriffs Office	Flagler County Sheriffs Office
Fire	Flagler County Fire Department	City of Palm Coast

Summary:

The Korona Lands LLC Annexation Study area is contiguous and compact. Annexation would provide a logical extension of City boundaries.

The annexation of the Korona Lands LLC Annexation Study area meets the requirements of Chapter 171 of the Florida Statutes. More specifically, this report entitled "Korona Lands LLC Annexation Report" satisfies the requirements of Section 171.042 of the Florida Statutes entitled, "Prerequisites to Annexation". In addition, the urban character of the annexation area meets the requirements set forth in Section 171.043 of the Florida Statutes entitled "Character of the Area to be Annexed."

The City of Palm Coast has, and can provide, the necessary public facilities and services to serve the Korona Lands LLC Annexation Study area.

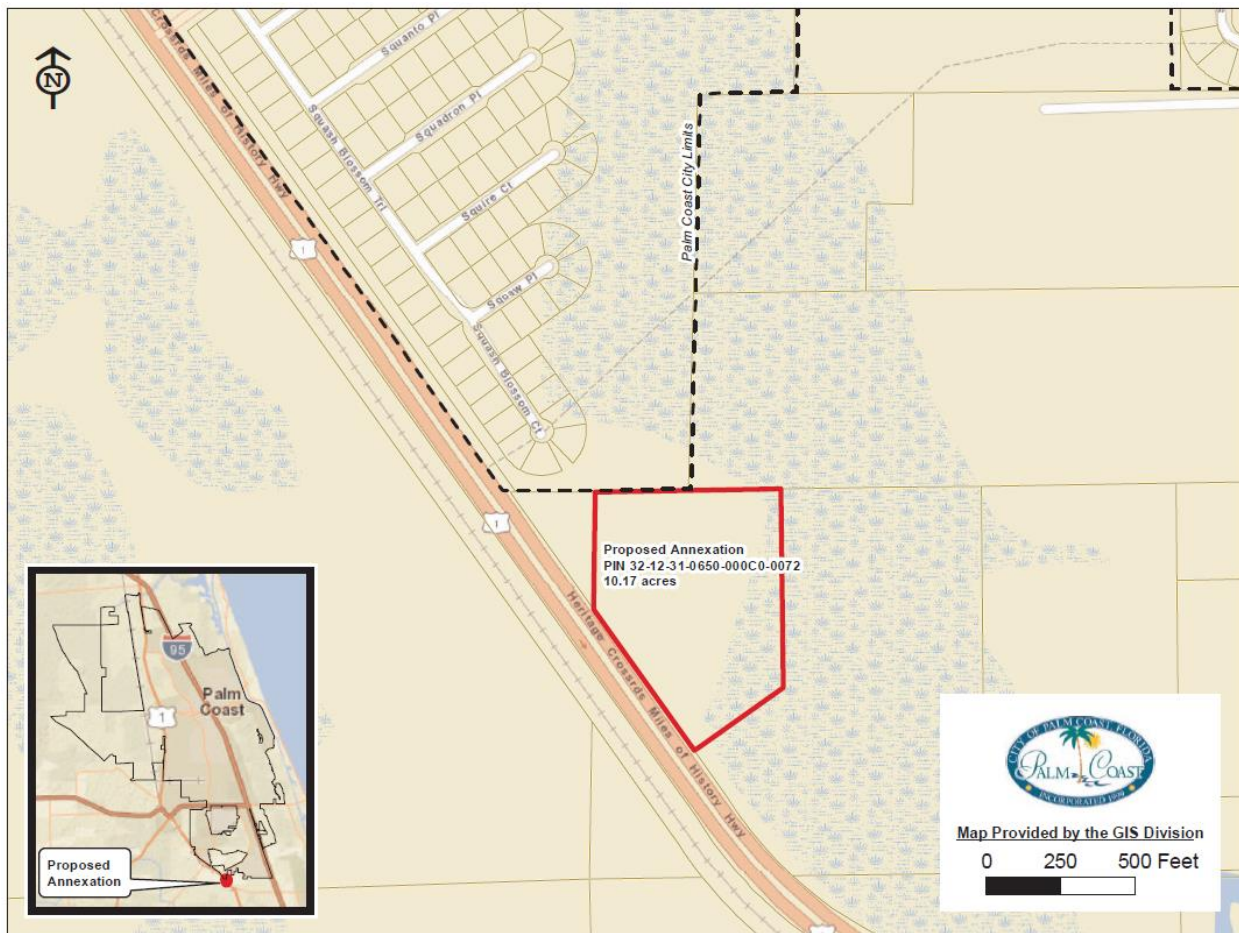
EXHIBIT A

Legal Description

THAT PART OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF GOVERNMENT SECTION 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, LOCATED NORTH OF U.S. HIGHWAY NO. 1 AND BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 AND THE WESTERLY LINE OF SAID SW 1/4 OF THE SW 1/4 OF SAID SECTION 32 FOR A POINT OF BEGINNING; THENCE N00°51'07"E ALONG THE WESTERLY LINE FOR A DISTANCE OF 379.49 FEET; THENCE DEPARTING SAID LINE N89°10'32"E FOR A DISTANCE OF 625.13 FEET; THENCE S00°00'00"E FOR A DISTANCE OF 666.80 FEET; THENCE S54°30'55"W FOR A DISTANCE OF 351.99 FEET TO THE AFOREMENTIONED NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE ALONG SAID RIGHT-OF-WAY LINE N35°29'05"W FOR A DISTANCE OF 592.77 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINS 9.94 ACRES, MORE OR LESS.

EXHIBIT B



City of Palm Coast, Florida

Agenda Item

Agenda Date : 9/26/2017

Department Planning	Amount
Item Key	Account
	#
Subject ORDINANCE 2017-XX MEDICAL MARIJUANA REGULATIONS	
<p>Background : <u>Update from the September 26, 2017 Workshop</u> This item was heard by City Council at their September 26, 2017 Workshop. There were no changes suggested to this item.</p> <p><u>Original background from the September 26, 2017 Workshop</u> At the August 8, 2017 City Council Workshop, staff gave an update regarding the new State legislation regulating medical marijuana. This legislation sets forth the operating framework for local government implementation with respect to Medical Marijuana Dispensary options.</p> <p>The regulations contains preemptive language which limits the ability of local governments to regulate Medical Marijuana Dispensaries.</p> <p>Cities have two choices. A city may ban medical marijuana dispensaries or if a City does not ban medical marijuana dispensaries, a City must regulate dispensaries as they do pharmacies.</p> <p>Based on this information, Council directed staff to draft an Ordinance, which allow pharmacies (and dispensaries), in all of the commercial zoning districts currently permitted, except for Neighborhood Commercial (COM-1). The City's Neighborhood Commercial (COM-1) is largely located interior to single family homes and is generally intended for the daily needs of residents.</p> <p>The proposed Ordinance defines pharmacies and Medical Marijuana Treatment Centers, allowing the use specifically in COM-2, COM-3, OFC-1 OFC-2, and MPDs if specified.</p> <p>The proposed Ordinance excludes pharmacy/Medical Marijuana Treatment Center from COM-1, Neighborhood Commercial.</p> <p>The City of Palm Coast is currently under a Medical Marijuana moratorium pending adoption of this Ordinance.</p>	
<p>Recommended Action :</p> <p>Adopt Ordinance 2017-XX MEDICAL MARIJUANA REGULATIONS</p>	

ORDINANCE 2017-_____
MEDICAL MARIJUANA

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA RELATING TO PHARMACY LOCATIONS AND MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES; AMENDING SECTION 14.02 OF THE LAND DEVELOPMENT CODE TO ADD DEFINITIONS FOR PHARMACY AND MEDICAL MARIJUANA TREATMENT CENTER, AND AMENDING SECTION 3.03.02, TABLE 3-4 TO ESTABLISH PERMITTED ZONING DISTRICTS FOR PHARMACIES AND MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State of Florida and the Palm Coast area in particular are in the midst of an opioid crisis of epidemic proportions; and

WHEREAS, the City Council believes it will be beneficial to keep prescription drug dispensaries away from COM-1, which is the neighborhood commercial district; and

WHEREAS, there are no pharmacies in COM-1, making it an ideal time to eliminate pharmacies as a permitted use; and

WHEREAS, this Ordinance is consistent with the Comprehensive Plan of the City of Palm Coast, and with Fla. Stat. 381.986 (2017), and is in the best interests of the citizens; and

WHEREAS, at a specially scheduled meeting on September 19, 2017, the City's Planning and Land Development Regulation Board voted in favor of the proposed revisions; and

WHEREAS, words with double underlined type shall constitute additions to the original text and strike through shall constitute deletions to the original text, and asterisks (* * *) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

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

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

SECTION 2. Section 14.02, Glossary, of Chapter 14 of the Unified Land Development Code of the City of Palm Coast is hereby amended to read as follows:

Sec. 14.02. – Glossary

* * *

Medical Marijuana Treatment Center – has the meaning provided in Article X, Section 29, Florida Constitution. Medical Marijuana Treatment Center Dispensing Facilities are a component of said definition. Medical Marijuana Treatment Center Dispensing Facilities are subject to licensure by the Florida Department of Health, pursuant to Section 381.986, Fla. Stat. (2017) and implementing regulations.

* * *

Pharmacy - is a retail use licensed under the Florida Statutes to dispense or sell prescription drugs, including, but not limited to, Medical Marijuana Treatment Center Dispensing Facilities, as referenced in Fla. Stat. 381.986(11), as amended from time to time. The term does not include hospice services, medical and diagnostic laboratories, dental labs, medical and professional offices, outpatient care facilities, assisted living facilities, nursing homes, adult day care centers, child day care centers, schools, colleges, or other educational or health care institutions.

* * *

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

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

* * *

Specific Use Type	COM- 1	COM- 2	COM- 3	OFC- 1	OFC- 2	IND- 1	IND- 2	PSP	P & G	PRS	MPD ¹
Hospice Services	S	P	P	S	P	-	-	P	-	-	P
Hospitals	-	P	P	-	P	-	-	P	-	-	P
Houses of Worship/Religious Institutions (L)	P	P	P	P	P	-	-	P	-	-	P
Nonprofit Organizations, (e.g.,	P	P	P	P	P	-	-	P	-	-	P

Humane Societies) (L)											
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* * *

Office, Medical and Professional											
Banks and Credit Unions	P	P	P	P	P	-	-	-	-	-	P
Building Contractors	-	S	P	S	P	P	-	-	-	-	P
Mail Order Facilities	P	P	P	P	P	P	-	-	-	-	P
Medical and Professional Offices	P	P	P	P	P	-	-	-	-	-	P
Outpatient Care Facilities	P	P	P	P	P	-	-	-	-	-	P
<u>Pharmacies²</u>	=	P	P	P	P	=	=	=	=	=	=
Scientific and Technical (e.g. architects, engineers, design, programming, and consulting)	P	P	P	P	P	S	-	-	-	-	P
Temporary Employment Agencies and Management Services	P	P	P	P	P	-	-	-	-	-	P
Veterinarians (without kennels/post-operative care only)	P	P	P	P	P	-	-	-	-	-	P

* * *

Vehicle Sales, Rental, Service, and Repair

Automotive, Recreational Vehicle, and Boat Dealers	-	S	P	-	-	P	-	-	-	-	P
Car Washes	-	S	P	-	-	-	-	-	-	-	P
Commercial & Industrial Machinery & Equipment Rental and Leasing	-	S	P	-	-	P	P	-	-	-	P
Convenience Stores with Fueling Facilities (L)	P-1 ³	P	P	-	-	-	-	-	-	-	P
Motor Vehicle Towing Services	-	-	S	-	-	P	P	-	-	-	P
Motorcycle Dealers	-	P	P	-	-	P	-	-	-	-	P
Service Stations	P	P	P	-	-	P	-	-	-	-	P
Taxi and Limousine Services	P	P	P	-	-	-	-	-	-	-	P
Vehicle Rental/Leasing	-	S	P	-	-	P	-	-	-	-	P
Vehicle Repair	-	S	P	-	-	P	-	-	-	-	P

* * *

Footnotes for Table 3-4:

¹ Only if use is specifically mentioned within the MPD Development Agreement.

² A medical marijuana treatment center dispensing facility may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school. Fla. Stat. 381.986.

³ If subject property is within 500 feet of any residential property, a special exception for the use is required in accordance with Section 2.07 – Special Exceptions.

SECTION 4. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

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

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

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

Approved on first reading this 3rd day of October 2017.

Adopted on the second reading after due public notice and hearing this 17th day of October 2017.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY

WILLIAM E. REISCHMANN, JR.
CITY ATTORNEY

City of Palm Coast, Florida Agenda Item

Agenda Date: 10/3/2017

Department ASED Item Key	Amount Account #
Subject RESOLUTION 2017-XX APPROVING A MASTER SERVICE CONTRACT FOR STATE LOBBYIST SERVICES	
<p>Background : At the September 26, 2017 Workshop, City Council heard presentations from the top three ranked firms, as determined by City Council, for state lobbying services. The initial ranking along with the firm's annual price proposal is listed below:</p> <ol style="list-style-type: none">1. Southern Strategy Group (\$45,000)2. GrayRobinson, P.A. (\$40,000)3. Metz, Husband & Daughton, P.A. (\$40,000) <p>City staff recommend that City Council discuss the presentations and determine the top-ranked firm through a motion, second, and simple majority vote. Once the top ranked firm is determined, City staff recommend that City Council amend the resolution to include the top ranked firm and approve. The attached resolution approves a three (3) year master service agreement with two (2) one-year renewal options with the firm selected by City Council.</p>	
<p>Recommended Action : APPROVE RESOLUTION 2017-XX APPROVING A MASTER SERVICE CONTRACT FOR STATE LOBBYIST SERVICES</p>	

RESOLUTION 2017 - _____
STATE LOBBYIST
MASTER SERVICE CONTRACT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A MASTER SERVICE CONTRACT WITH _____ FOR STATE LOBBYIST SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____, desires to provide state lobbyist services to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to have _____ perform the above mentioned services.

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

SECTION 1. APPROVAL OF CONTRACT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Master Service Contract with _____ for state lobbyist services, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately after its adoption.

DULY PASSED and ADOPTED at the meeting of the City Council of the City of Palm Coast on the 3rd of October 2017.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

William E. Reischmann, Jr., Esq.

Attachments: Exhibit A-Master Service Contract for State Lobbyist Services

City of Palm Coast, Florida

Agenda Item

Agenda Date: 9/26/2017

Department	UTILITY	Amount	\$317,000.00
Item Key		Account	54029082-061000-82002
Subject	RESOLUTION 2017-XX APPROVING A PURCHASE AND SALE AGREEMENT WITH THE EAST FLAGLER MOSQUITO CONTROL DISTRICT FOR THE PROPERTY LOCATED AT 24 UTILITY DRIVE		
Background : <u>Update from the September 26, 2017 Workshop.</u> This item was heard by City Council at their September 26, 2017 Workshop. There were no changes suggested to this item.			
<u>Original Background from the September 26, 2017 Workshop.</u> In 1987, the developers of Palm Coast contributed to the East Flagler Mosquito District (District) a parcel of land at 24 Utility Drive for the public purpose of housing the District offices and operations. Recently, the District completed construction of a new facility at Flagler Airport and has consolidated their operations, including the business office, at that new facility and wish to sell the property on Utility Drive.			
The District property is a 2.12 acre parcel sandwiched between the City’s 35 acre Wastewater Treatment Plant #1 site and the City’s 3.63 acre fueling facility. Currently on the property, there is an office building, vehicle/equipment maintenance bays, a number of pole barns, and other buildings used to keep equipment out of the weather.			
The Utility currently has plans to construct a new administration building at the wastewater plant to improve working conditions for the staff and provide space for meetings and training. The existing administration offices are small, inadequate and are immediately adjacent to the wastewater testing laboratory. For about the same cost of constructing an administration building, the City could acquire the Mosquito Control District’s property and utilize their existing business office as the wastewater treatment plant administration building. As a bonus, the District’s property comes with other buildings that could be used by the City including the maintenance bays and pole barns to store equipment such as mobile emergency generators and pumps.			
On August 31, 2017 an independent appraisal was completed by the firm Diskin Property Research of Tallahassee, Florida. The property was valued at \$317,000.00 including all improvements (buildings). Staff proposes the City acquire the property at 24 Utility Drive for the appraised price, keeping the property for public purposes as originally intended by the developer. In addition, acquisition of this property will connect the two existing City-owned properties and provide additional space for the wastewater treatment plant as well as space for additional maintenance and equipment storage.			
Recommended Action : Approve Resolution 2017 approving a Purchase and Sale Agreement with the East Flagler Mosquito Control District for the property located at 24 Utility Drive, Palm Coast.			

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RESOLUTION 2017-____
PURCHASE OF PROPERTY
24 UTILITY DRIVE

A RESOLUTION OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE CONTRACT FOR PURCHASE AND SALE WITH EAST FLAGLER MOSQUITO CONTROL DISTRICT; AUTHORIZING THE CITY MANAGER OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, East Flagler Mosquito Control District (hereafter known as Property Owners) is willing to sell the property located at 24 Utility Drive, parcel ID #07-11-31-0000-01020-0020 to the City of Palm Coast; and

WHEREAS, the City of Palm Coast desires to contract with the Property Owner for the above referenced property.

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

SECTION 1. APPROVAL OF THE CONTRACT FOR PURCHASE AND SALE. The City Council hereby approves the terms and conditions of the contract for Sale and Purchase with the East Flagler Mosquito Control District, as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the agreement as depicted in Exhibit "A."

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida,
on this 3rd day of October 2017.

CITY OF PALM COAST, FLORIDA

ATTEST:

Milissa Holland, Mayor

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A – Contract for Purchase and Sale of Property from East Flagler Mosquito
Control District

Approved as to form and legality

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

CONTRACT FOR PURCHASE AND SALE

THIS CONTRACT FOR PURCHASE AND SALE ("**Contract**") is made by and between the **EAST FLAGLER MOSQUITO CONTROL DISTRICT**, a special taxing district created _____ (hereinafter referred to as "**Seller**"), with a principal address of 24 Utility Drive, Palm Coast, FL 32137, and the **CITY OF PALM COAST, FLORIDA**, a municipal corporation, ("**Buyer**") with a principal address of 160 Lake Avenue, Palm Coast, FL 32164. For and in consideration of a valuable sum in dollars, the premises and the mutual covenants and obligations created hereby, as well as other good and valuable considerations, Buyer agrees to buy and Seller agrees to sell the following described real property subject to and upon the terms and conditions set forth below. The effective date of this Contract (the "**Effective Date**") shall be the date upon which the last of Seller and Buyer shall have signed this Contract.

ARTICLE I - PROPERTY

The real property (the "**Property**") which is the subject matter of this Contract consists of two parcels of real property and is more fully described in **Exhibit "A"** attached hereto and made a part hereof.

ARTICLE II - PURCHASE PRICE

Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be THREE HUNDRED SEVENTEEN THOUSAND AND 00/100 (\$317,000.00).

ARTICLE III - CLOSING AND CLOSING DATE

The transaction contemplated by this Contract shall be closed (the "**Closing**"), the Purchase Price applied to closing costs and the deed, and the exclusive possession of the Property, free of all occupants, shall be delivered to Buyer at Closing. The closing date shall be on or before _____. The parties may agree to close before that date.

ARTICLE IV - TERMS AND CONDITIONS

The additional terms and conditions of this Contract are as follows:

4.1. **Evidence of Title.** Seller, at Seller's expense and within thirty (30) days from the Effective Date, shall obtain a title insurance commitment (the "**Title Commitment**") to issue an ALTA Owner's Title Insurance Policy from a title insurance company acceptable to Buyer (the "**Title Insurance Company**") in the amount equal to the appraisal of the property, naming Buyer as the proposed insured. The Title Commitment shall show good, marketable and insurable fee simple title to the Property to be vested in Buyer, liens, encumbrances, exceptions and qualifications which will not interfere with or impair the Property's use; exceptions permitted by the provisions of this Contract; and those exceptions which are capable of and are actually to be discharged by Seller at or before Closing (all other exceptions to title being deemed title defects for purposes of this contract). Legible and complete copies of all instruments listed as exceptions to title (commonly identified as Schedule B-II exceptions in the Title Commitment) shall be delivered with the Title Commitment. If title is found to be defective, Buyer shall, within ten (10) days from the date it receives the Title Commitment, notify Seller in writing to that effect specifying the defects. Seller shall have twenty (20) days from the receipt of Buyer's notice specifying the title defects to cure the defects and, if after said period Seller shall not

have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied prior to Closing, or where the removal of such defects is not otherwise assured to Buyer's satisfaction, Buyer shall have the option of (i) accepting the title "as is" or (ii) terminating the Contract after which Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Contract.

4.2. **Survey.** Buyer may, at Buyer's expense, obtain a survey of the Property (the "**Survey**") prepared by a licensed Florida land surveyor within the last thirty (30) days before closing, or in the alternative, an update of an earlier survey re-dated to a point in time within the last thirty (30) days which complies with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys adopted in 2011. If the Survey shows any encroachments onto the Property and/or improvements located outside its boundaries or encroachments by improvements principally located on the Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the Property, or if it is apparent that the Property violates existing title covenants and/or applicable zoning laws or ordinances, Buyer shall notify Seller in writing to that effect specifying the defects. Seller shall have until thirty (30) days from receipt of Buyer's notice specifying the Survey defects in which to cure such defects. If after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing, Buyer shall have the option of (i) accepting the condition of the Property as disclosed in the Survey in an "as is" condition, or (ii) terminating the Contract, thereupon Buyer and Seller shall each be released from all further liabilities and obligations to each other with respect to all matters arising from this Contract.

The parties acknowledge that upon the execution of this Contract the only available legal description of the Property was the legal description of the Property contained within Section I of the Contract. The survey will be by a metes and bounds description and said description shall be incorporated into this Contract as if included herein at the Effective Date of this Contract. The survey and legal description shall be approved by both parties prior to incorporation into the Contract. Said approval shall not be unreasonably withheld by the parties.

4.3. **Conveyance.** Seller shall convey title to the Property to Buyer by Warranty Deed (the "**Deed**"), subject only to: (i) taxes for the year of Closing; and (ii) matters disclosed in the title evidence provided to and accepted or deemed accepted by Buyer.

4.4. **Closing Affidavit.** At the Closing, Seller shall furnish Buyer with an affidavit (i) testifying to the absence of any claims, encumbrances, taxes, assessments, liens or potential lienors known to Seller not disclosed in the Title Commitment and Deed, (ii) further attesting that there have been no improvements to the Property by or through Seller for the ninety (90) day period immediately preceding the date of Closing, the cost of which remains unpaid, (iii) agreeing to take no action prior to recording the Deed which would adversely affect the title to the Property, (iv) testifying that possession of the Property is subject only to those matters accepted by Buyer pursuant to the terms hereof, if any, and that Seller is otherwise in exclusive, peaceable and undisputed possession of the Property, and (v) testifying that there are no actions or proceedings now pending in any state or federal court to which Seller is a party including, but not limited to, proceedings in bankruptcy, receivership or insolvency, which would affect the Property, the title to the Property or Seller's ability to close on the sale of the Property to Buyer except as disclosed in the Title Commitment. Seller shall also furnish such other evidence, affidavits or information required by the Title Insurance Company so that the Title Insurance

Company will be able to eliminate all standard exceptions from the Title Commitment at Closing, except for taxes for the year of Closing which are not yet due or payable.

4.5. **Place of Closing.** Closing shall be held by express courier or at the offices of the title agent or such other location as is mutually agreed upon by Buyer and Seller.

4.6. **Documents for Closing.** Buyer's attorney or title agent shall prepare the Deed, Seller's affidavit, closing statement, and any corrective instruments that may be required in connection with perfecting title.

4.7. **Expenses.** State documentary tax for the Deed and the cost of recording all corrective documents needed to complete the transaction shall be borne by Seller. Seller shall pay for the title insurance premium and recording the Deed.

4.8. **Prorations and Escrow Balance.** Taxes and other expenses and all revenue of the Property shall be prorated as of the date of Closing.

4.9. **Proration of Taxes; Real and Personal.** Unless the property is exempt under state law, taxes shall be prorated based upon the current year's tax based on the highest discount available at Closing. If the Closing occurs on a date when the current year's taxes are not fixed and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated based on the prior year's tax; provided, however, if there are completed improvements on the Property by January 1st of the year of Closing, which improvements were not in existence on January 1st of the prior year, then the taxes shall be prorated to the date of Closing based upon the prior year's millage and an equitable assessment to be agreed upon between the parties, failing which request will be made to the county tax assessor for an informal assessment. If the Property is assessed as part of a larger tract of land and a "cut out" is not available from the tax assessor at the time of Closing, the taxes for the Property shall be estimated and prorated based upon the ratio of the size of the Property in relation to the overall tract of which the Property forms a part, taking into consideration matters of zoning as described in the tax assessor's records. Any tax proration based on an estimate may, at the request of either party, be subsequently readjusted upon receipt of the actual tax bill. This provision for reproration shall survive the Closing.

4.10. **Special Assessment Liens.** Special assessment liens which are certified, confirmed and ratified as of the date of Closing are to be paid by Seller. Special assessment liens which are certified, confirmed and ratified but payable in installments post Closing shall be paid in full by Seller at Closing. Special assessment liens pending as of the date of Closing shall be assumed by Buyer; provided, however, that if the improvements which form the basis for such special assessment are substantially completed as of the date of Closing they shall be deemed to have been certified, confirmed or ratified and Buyer shall, at Closing, be credited with an amount equal to the last estimate of the assessment for the improvement made by the appropriate public body.

4.11. **Default.** If Buyer fails to perform any of Buyer's covenants set forth in this Contract, the Deposit, if any, shall be paid to and retained by and for the account of Seller as agreed upon liquidated damages and in full settlement of any claims whatsoever. If Seller fails to perform any of Seller's

covenants set forth in this Contract or fails to convey the Property when Seller is obligated to do so in accordance with the terms hereof, Buyer shall have, as its sole and exclusive remedies, the election of either (i) demanding and receiving a refund of the Deposit, if any, immediately or (ii) the right of specific performance against Seller.

4.12. **Severability.** If any one or more of the provisions of this Contract is held invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the remaining provisions of this Contract shall be construed to best carry out the original intent of the parties hereto.

4.13. **Complete Agreement.** This Contract evidences the complete understanding of the parties hereto as respects the matters addressed herein. No agreement or representation, unless set forth in this Contract, shall bind either of the parties hereto.

4.14 **Notices.** Notices to Seller and Buyer shall be deemed delivered (i) when hand delivered, or (ii) one (1) business day following delivery to an express delivery courier, such as Federal Express, or (iii) three (3) days following deposit in U.S. mail, certified, return receipt requested. Notice shall be given to the following addresses:

To Seller: East Flagler Mosquito Control District
24 Utility Drive
Palm Coast, FL 32137

To Buyer: City of Palm Coast
Attention: City Manager
160 Lake Avenue
Palm Coast, FL 32164

4.15. **FIRPTA - Right to Withhold.** Seller agrees that Buyer may deduct and withhold from the Purchase Price provided in Article II hereof, a tax in the amount of ten percent (10%) of the amount realized (as that term is used in Section 1445(a) of the Internal Revenue Code) by Seller pursuant to this Contract, except upon the occurrence of either (A) or (B) below:

(A) At or prior to Closing, Seller provides to Buyer a Certificate of Non-Foreign Status or a Non-USRPHC Statement described in and complying with Section 1445(b)(2) or (3) of the Internal Revenue Code of 1986, as amended (the "Code") (all references to Section or the Code include any successor provisions thereto and any Treasury Regulations promulgated in connection thereto) and Buyer has no knowledge or notice that such Certificate or Statement is false; or

(B) At or prior to Closing, Buyer received a withholding certificate described in Temp. Treas. Reg. Section 1.1445-3T or Rev. Proc. 85-41.

Buyer agrees that any amount deducted and withheld pursuant to this Section shall be remitted

to the Internal Revenue Service in accordance with Section 1445 of the Code and the Regulations thereunder.

4.16. **Environmental Status.** Seller warrants and represents to Buyer that, to Seller's knowledge, (i) the Property is free of all hazardous waste or substances except as may be permitted by applicable law; (ii) that the Property has been operated and maintained in compliance with all applicable environmental laws, statutes, ordinances, rules and regulations; (iii) no other release of any hazardous waste or substances has taken place on the Property, (iv) no migration of hazardous waste or substances has taken place from the Property which would cause the release of any hazardous waste or substance on any adjoining lands or any other lands in the vicinity of the Property; and (v) there are no bulk or underground tanks on or in the Property, and, no bulk or underground storage tanks have ever been located on or in the Property.

The term hazardous waste or substances shall include those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., and in the regulations promulgated pursuant to said laws or any replacement thereof; such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.

Seller has no notice or knowledge of the on-site existence of any "Endangered and Threatened Species," flora and fauna as identified by the U.S. Fish and Wildlife Service's "List of Endangered and Threatened Wildlife and Plants" as may be amended from time to time. Seller further warrants no knowledge of the on-site existence of any upland conservation areas which are preserved, or may be preserved, for the purposes of providing of wildlife habitat.

The provisions of this Section 4.16 shall survive the Closing or earlier termination of this Contract.

4.17. **Right of Inspection.** During the term of this Contract, Buyer, its agents, employees and representatives, may have access to the Property and the records of the Property (including those on file with any governmental agency) at all reasonable times subsequent to the Effective Date of this Contract with the right, at Buyer's expense, to inspect the Property and to conduct all tests and borings thereon as Buyer, its licensed engineers, surveyors and the like shall deem reasonably necessary or desirable to fulfill the tests and investigations contemplated by the Contract. Any entry on or to the Property by Buyer or its authorized representatives pursuant to the provisions hereof shall be at the risk of Buyer, and to the extent of the monetary limitations in Fla. Stat. 768.28, Buyer hereby indemnifies, protects, and holds Seller harmless and agrees to defend Seller from and against any and all claims, demands, losses, damages, and liabilities (including but not limited to personal injury and property damage claims and mechanics' or other liens), together with related costs and expenses, including reasonable attorney fees and litigation costs, caused by Buyer or Buyers' agents on or to the Property. This does not waive Buyer's right to sovereign immunity. In addition, Buyer shall keep the Property free from any liens which could arise as a result of the exercise by Buyer of any of its rights hereunder.

4.18. **WAIVER OF TRIAL BY JURY.** SELLER AND BUYER HEREBY MUTUALLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL

BY JURY REGARDING IN RESPECT OF ANY LITIGATION BASED OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY AGREEMENT CONTEMPLATED TO BE DELIVERED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF SELLER AND BUYER ENTERING INTO THIS CONTRACT.

ARTICLE V - SPECIAL CONDITIONS

Seller has made a limited number of representations and warranties to Buyer in this Contract. In consideration of Buyer waiving additional conditions, representations or warranties from Seller, Seller and Buyer hereby agree as follows:

5.1. **Condition Precedent.** Buyer's obligation to close under this Contract shall be subject to the satisfaction of the following conditions precedent enumerated below. In the event any one of these conditions is not satisfied for any reason whatsoever, then this Contract shall terminate, and Buyer and Seller shall be fully relieved from all further rights and responsibilities under this contract.

(A) The complete execution of this Contract by Seller and Buyer and the approval of this Contract by Buyer's City Council at a public meeting, pursuant to §166.045, Fla. Stat.

(B) No action, suit, proceeding, or official investigation shall have been threatened, announced, or commenced by any person or federal, state or local government authority or agency that seeks to enjoin, assess civil or criminal penalties against, or obtain any judgment, order, or consent decree, with respect to either party hereto, in connection with their respective representations and obligations under this Contract.

5.2. **Inspection Period.** Buyer shall have until the date of Closing (herein the "**Inspection Period**") in which to conduct an investigation of the Property, including, by way of illustration and not in limitation and subject to Section 4.17: inspections as to the physical condition of the Property, investigate the availability of utilities, status of zoning or ability to rezone, zoning codes, building codes, physical condition and any other condition or characteristic of the Property which Buyer may deem necessary or relevant to Buyer in purchasing the Property. Should Buyer for any reason become dissatisfied or concerned with the result of any such investigation, search, inquiry or report as contemplated hereby, then Buyer may, prior to the expiration of the Inspection Period, terminate this Contract by written notice thereof to Seller. Notwithstanding anything to the contrary contained herein, if Buyer has not terminated this Contract by written notice delivered to Seller prior to Closing, then the Deposit (if any) shall be applicable to the Purchase Price but non-refundable, other than pursuant to Section 5.1 hereof, except in the event of a default by Seller hereunder.

5.3. **Delivery of Materials.** Within five (5) days after the Effective Date of this Contract, Seller shall deliver to Buyer copies of all existing studies, tests, environmental audits, soil borings results, surveys, site plans, reports, plans, permits, petitions, warranties, applications, certificates, reservations, agreements, development orders, approvals, maps, aerials and related materials in its possession relating to the Property.

5.4. **Intended Use of the Property.** The parties acknowledge that Buyer intends to use the Property for general municipal purposes. Buyer reserves the right to make modifications to the Intended Use as Buyer reasonably deems appropriate.

5.5. **Brokerage.** Buyer and Seller represent to each other that neither party has dealt with or engaged a broker with respect to the transaction contemplated herein. Each party hereby agrees to indemnify the other from and against any claim for brokerage commission or finder's fee asserted by any other person, firm or corporation claiming by, through or under said party.

5.6. **Seller Warranties.** During the period that this Contract is in effect, Seller shall maintain the Property in its current condition, reasonable wear and tear excepted.

5.7. **Seller Not to Convey.** Seller shall not convey any interest in the Property after the signing of this Contract without the prior joinder and written consent of the Buyer.

5.8. **Extensions of Closing Date.** Either party shall have the unilateral and absolute right to exercise three (3) thirty (30) day extensions of the Closing Date. Either party shall exercise the extension by providing at least three (3) days written notice to the other party. Any other extension shall be by mutual agreement of the parties.

5.9 **Waiver/Time.** The waiver of any breach of any provision hereunder by Buyer or Seller shall not be deemed to be a waiver of any preceding or subsequent breach hereunder. No failure to delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof. Time is of the essence in this Agreement as to all dates and time periods set forth herein. To the extent that the last day of any time period stipulated in this Contract falls on a Saturday, Sunday or legal holiday (State or Federal), the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Any time period of ten (10) days or less specified herein shall not include Saturdays, Sundays or legal holidays. Where used herein, the term "business days" shall be those days other than Saturdays, Sundays or legal holidays.

5.10. **Headings; Entire Agreement; Governing Law.** The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. This Contract constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and this Contract may be executed in separate counterparts, each of which shall be deemed an original, and all which shall constitute one and the same instrument. This Contract shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year indicated below.

*Signed, sealed and delivered
in the presence of:*

SELLER:

EAST FLAGLER MOSQUITO CONTROL
DISTRICT

(print name)

(print name)

By: _____

Print: _____

Title: _____

Date: _____

*Signed, sealed and delivered
in the presence of:*

(print name)

(print name)

BUYER:

CITY OF PALM COAST, FLORIDA

By: _____
Jim Landon, City Manager

ATTEST:

By: _____
Virginia A. Smith, City Clerk

Date: _____

EXHIBIT "A"
[LEGAL DESCRIPTION]

Parcel 1 (Id. 17-11-31-5865-00000-0050):

STATE OF FLORIDA
DEPT. OF REVENUE
DOCUMENTARY STAMP TAX
00.50
JUN 27 1987
RECEIVED
FLAGLER COUNTY
8 2 9 P 0

A PARCEL OF LAND BEING A PORTION OF PARCEL 4 OF THE "PLAT OF UTILITY DRIVE AT PALM COAST" RECORDED IN MAP BOOK 27, PAGES 25 AND 26 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at the Southeast corner of said "PLAT of UTILITY DRIVE" and said Parcel 4; thence South 70°54'15" West along the Southerly boundary of Parcel 4, 165.92 feet; thence departing said boundary North 19°05'45" West 175.00 feet to a POINT being the Southwest corner of Parcel 5 of said "Plat of Utility Drive"; thence North 70°54'15" East along the common boundary of Parcel 4 and Parcel 5, 148.95 feet to a POINT on the Easterly boundary of said "Plat of Utility Drive"; thence South 24°38'04" East along said boundary 175.82 feet to the POINT OF BEGINNING of this description.

Parcel containing 0.6325 acres, more or less.

Bearings refer to the Transverse Mercator Grid System of the East Zone of Florida.

Parcel 2 (Id: 17-11-31-0000-01020-0020):

OFF 0448 PAGE 1455

The following Legal Description prepared by Clyde W. Roesch, Palm Coast Engineering and Design Services, Inc. 5 Hargrove Grade, Palm Coast, Florida.
Date; March 12, 1991.

Additional lands for the East Flagler Mosquito Control District.

LEGAL DESCRIPTION:

A parcel of land lying in Government Section 17, Township 11 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

As a Point of Reference being the Northeast corner of Parcel-5 of the Plat of Utility Drive at Palm Coast as recorded in Map Book 27, Pages 25 and 26, of the Public Records of Flagler County, Florida, thence South 24°38'04" East along the Easterly line of said Plat a distance of 477.23 feet to a Point being the Southeast boundary corner of said Plat Utility Drive and the POINT OF BEGINNING of this description, thence departing said Plat boundary continue South 24°38'04" East a distance of 166.64 feet to a Point on the boundary of the Subdivision Plat Bernard Meadows Section 81, Map Book 23, Pages 23 through 40, thence South 85°38'10" West along said boundary of the Plat Bernard Meadows a distance of 188.20 feet, thence departing said boundary North 19°05'45" West a distance of 118.01 feet to a Point on the Southerly boundary of the aforesaid Plat Utility Drive, thence North 70°54'15" East along said Plat of Utility Drive boundary a distance of 165.93 feet to the POINT OF BEGINNING.

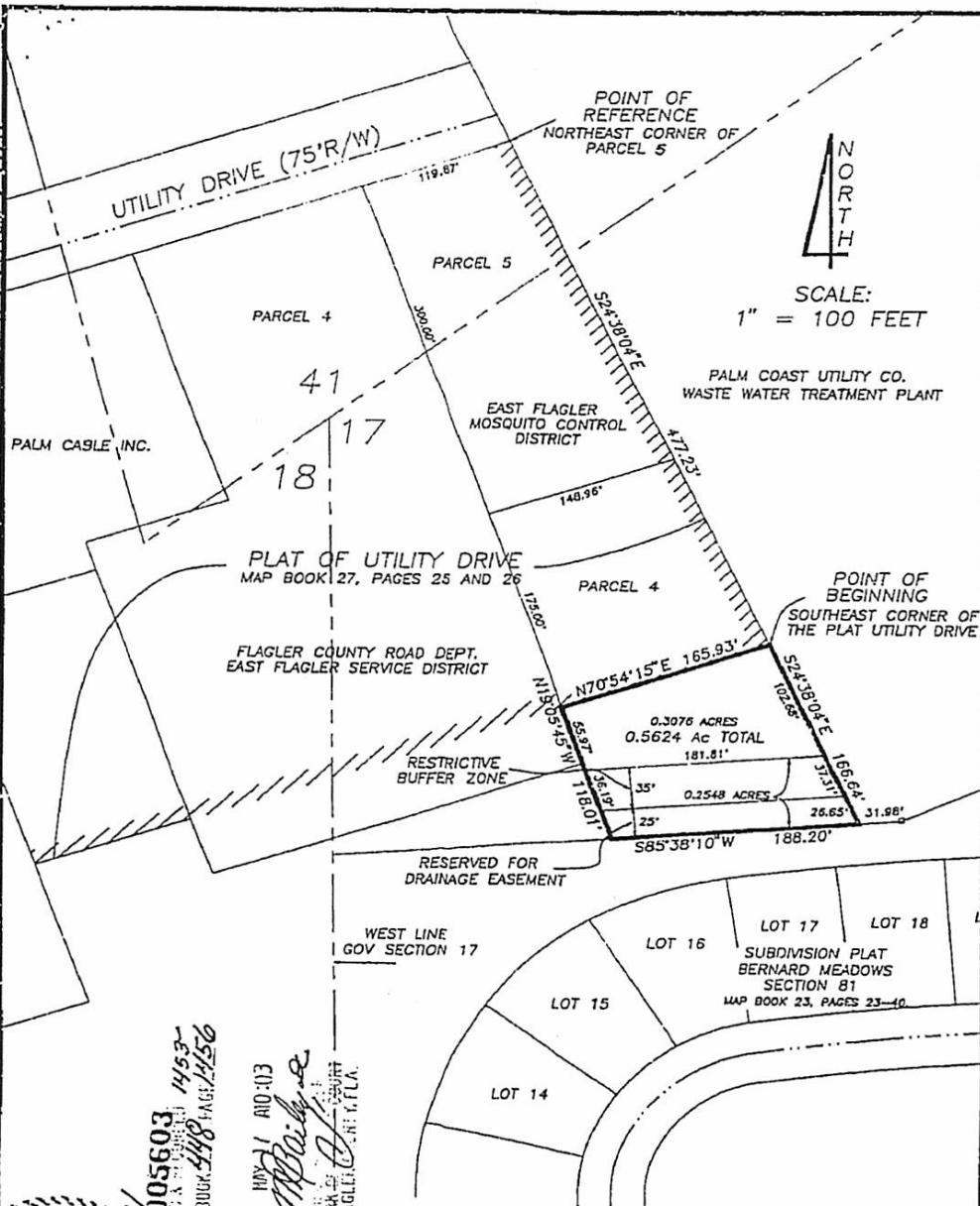
The above description is accompanied by an attached drawing titled "SKETCH OF LEGAL DESCRIPTION".

Subject to a drainage easement being the Southerly Twenty Five (25) feet of the above described parcel.

Subject to a restrictive buffer zone prohibiting the destruction of trees and vegetation being the Northerly thirty Five (35) feet of the Southerly Sixty (60) feet of the aforesaid described parcel.

Parcel containing 0.5624 acres more or less.

Bearings refer to the Transverse Mercator Grid System of the East Zone of Florida.



ETCH OF LEGAL DESCRIPTION

ADDITIONAL LANDS FOR THE
EAST FLAGLER MOSQUITO CONTROL DISTRICT.

PARCEL LYING IN GOVERNMENT SECTION 17,
TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.

ACAD=29MOSQ.DWG

MARCH 12, 1991

EXHIBIT A

SHEET 2 OF 2

City of Palm Coast, Florida

Agenda Item

Agenda Date : September 12,2017

Department	Construction Management & Engineering	Amount	\$127,700.00
Item Key		Account #	FDOT-LAP
Subject	RESOLUTION 2017-XX APPROVING AGREEMENT WITH WENCOAST FOODS, INC. FOR THE PURCHASE OF RIGHT OF WAY ON OLD KINGS ROAD		
Background : <u>Update from September 26, 2017 Meeting.</u> This item was heard by City Council at their September 26, 2017 Workshop Meeting. There were no changes suggested to this item.			
<u>Original Background from September 26, 2017:</u> The widening of Old Kings Road (OKR) from south of Kingswood Drive/Brighton Circle to approximately 1,700-ft. north of Flemingwood Ln. This project will consist of intersection improvements at OKR and Palm Coast Parkway and the widening existing two lanes to four lanes with divided median, turn lanes, and sidewalks on each side.			
In June 2015, City Council entered into a Local Agency Program (LAP) Agreement with FDOT. Federal funds available at that time were \$60,000. Subsequent funds became available for this project in June 2016 and the City executed Supplemental 2 to the LAP Agreement increasing the total funds available to the City. The total amount of federal funds for this project is \$1,130,000.00.			
The City of Palm Coast is in the process of obtaining additional right-of-way and an easement required for the project from Wencoast Foods. Additional right-of-way and easements will be brought to Council for consideration as the project moves along.			
Wencoast Foods accepted the City's initial appraised offer of \$127,700 for the purchase of approximately 5,244 square feet of property fronting OKR at the Wendy's restaurant located at OKR and Palm Coast Parkway. Acquisition of this property is necessary for the planned intersection improvements included widening of the existing pavement, installation of curb & gutter, underground storm drainage, and new sidewalks.			
City staff recommends approval of this purchase to help facilitate the construction of the proposed improvements.			
SOURCE OF FUNDS WORKSHEET FY 2017 Funding source is Florida Department of Transportation Local Agency Program Agreement FPN: 415964-1-48-01 Contract No: G0064			
Recommended Action: Adopt Resolution 2017-XX approving the purchase of 5,244 square feet of property fronting Old			

Kings Road, in the amount of \$127,700, from Wencoast Foods, Inc.

RESOLUTION 2017 - _____
PURCHASE OF ROW FROM WENCOAST FOODS, INC.
OLD KINGS ROAD WIDENING PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A PURCHASE AGREEMENT FOR THE ACQUISITION OF ADDITIONAL RIGHT-OF-WAY WITH WENCOAST FOODS, INC.; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast desires to acquire additional right-of-way from Wencoast Foods, Inc. for Old Kings Road Widening Improvements;

WHEREAS, Wencoast Foods, Inc. desires to convey ownership of said property to the City for the above referenced improvements.

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

SECTION 1. APPROVAL OF CONTRACT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Offer and Purchase Agreement with Wencoast Foods, Inc., as referenced herein and attached hereto as Exhibit "A."

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 3rd day of October 2017.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit “A” – Offer and Purchase Agreement with Wencoast Foods, Inc.

Approved as to form and legality

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



May 2, 2017

Mr. Michael Peel
City of Palm Coast
160 Lake Avenue, Suite 203
Palm Coast, FL 32164

RE: Old Kings Road Widening
1 Old Kings Road, N, Palm Coast, FL 32137

Dear Michael:

Enclosed please find the documents you needed for the City's taking of the road frontage at the above location. Please let me know if there is anything else you need on this matter.

Sincerely,

Julie Lancaster
WenCoast Foods, Inc.

/jrl

Enclosures



City of PALM COAST

Community Development Department Construction Management & Engineering Division

575-030-31
RIGHT OF WAY
OGC - 08/07
Page 1 of 2

NOTICE TO OWNER

March 17, 2017

Wencoast Foods, Inc.
4030 Johns Creek Parkway
Suwanee, GA 30024

ITEM/SEGMENT #:	415964-1
STATE ROAD #:	N/A
COUNTY:	Flagler
PARCEL #:	100

Dear Property Owner,

The City of Palm Coast is planning the following improvement of the above referenced transportation facility:

Old Kings Road Widening

Our research shows you own property needed for this project. This letter, along with the enclosed brochure entitled **The Real Estate Acquisition Process**, explains your rights and options and the process we must follow by law in acquiring your property. The following enclosed documents identify the property that is needed:

Appraisal and/or Legal Description.

We recognize that a proposed transportation project, particularly one which requires the acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options and responsibilities, and make all necessary arrangements. Throughout this process we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law, and that you receive a fair price for your property.

Under Federal and State law, you are entitled to certain rights and protections when the State must acquire real estate from you. The following is a summary of your rights:

- You may obtain copies of the City's appraisal, right of way maps and construction plans.
- We will make a written offer to you to purchase your property and will negotiate with you, in good faith, to reach a mutually acceptable purchase price.
- If we cannot agree on a purchase price, we will not file a condemnation lawsuit until at least 30 days after you receive our initial written offer.
- You will receive no less than full compensation for the property acquired. Full compensation includes, the value of the real estate acquired together with damages, if any, to your remaining property.
- You may be eligible for relocation assistance benefits if you are required to move or move personal possessions from the property we acquire.
- You may receive reimbursement for reasonable attorney fees and other reasonable costs you incur for appraisal and other services associated with the City's acquisition.

Your rights and options are more fully explained in the enclosed brochure entitled **The Real Estate Acquisition Process**. We encourage you to read this brochure carefully and contact us if you have any questions.

160 Lake Avenue
Palm Coast, FL 32164
386-986-3794

You may be contacted by attorneys, appraisers or others requesting a commitment from you to use their services in dealing with the City. As previously mentioned, the City will pay for certain types of services. However, by law, there are limitations placed on what the City can pay. We encourage you to contact us and allow us to fully explain our reimbursement process. You will find a more thorough discussion of the reimbursement of fees and costs in the enclosed brochure.

We want to negotiate with you for the purchase of your property. If you have questions about any aspect of our acquisition process or if you have information that would help us to determine a fair market value for your property or help us provide services to you, please let us know. Regardless of whether we can reach an agreement on the purchase of your property, we will do our best to be sensitive and responsive to your needs.

If you experience any problems, please do not hesitate to contact:

R. Michael Peel, P.E.
City of Palm Coast
160 Lake Avenue, Suite 203
Palm Coast, FL 32164
(386) 986-4771

Sincerely,


Virginia Smith, 
City Clerk/Paralegal

Enclosures:

Appraisal Report for Parcel 102
Legal Descriptions and Sketches
The Real Estate Acquisition Process Brochure

Received by: 

Certified Mail Number:

Date: 

OFFER AND PURCHASE AGREEMENT

ITEM/SEGMENT #: 415964-1
STATE ROAD #: N/A
COUNTY: Flagler
PARCEL #: 100

Seller: Wencoast Foods, Inc..

Buyer: City of Palm Coast, Florida

Buyer and Seller herby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property

(a) Real property described as: Parcel No 100 (Sketch and Legal description Attached).

(b) Real Estate Purchased: 5,244 sq ft Deed

(c) Buildings, structures, fixtures, and other improvements: N/A

(d) Personal Property: N/A

(e) Outdoor advertising structure(s) permit number(s): N/A

Building, structures, fixtures and other improvements owned by others: N/A

These items are **NOT** included in this agreement. A separate offer is being, or has been made for these items.

II. Purchase Price

(a) Real Property

Land	1. \$	115,400.00
Improvements	2. \$	9,300.00
Real Estate Damages	3. \$	3,000.00
(Severance/Cost-to-Cure)		

Total Real Property 4. \$ 127,700.00

(b) Total Personal Property 5. \$ 0.00

(c) Fess and Costs

Attorney Fees	6. \$	0.00
Appraiser Fees	7. \$	0.00

_____ Fee(s) 8. \$ 0.00

Total Fees and Costs 9. \$ 0.00

(d) Total Business Damages 10. \$ 0.00

(e) Total of Other Costs 11. \$ 0.00

List: _____

Total Purchase Price (Add Lines 4,5,9,10 and 11) \$ 127,700.00

(f) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing \$ 127,700.00

(g) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession \$ 0.00

III. Conditions and Limitations

(a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.

(b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.

(c) Seller shall maintain the property described in **Section I** of the agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.

(d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.

- (e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Seller agrees that the real property described in **Section I** of the agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (g) Seller and Buyer agree that a real estate closing pursuant to the terms of the agreement shall be contingent upon delivery by Seller of an executed Public Disclosure affidavit in accordance with **Section 286.26, Florida Statutes**.
- (h) Seller and Buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other: N/A

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

___ There is an addendum to this agreement. Page ___ is made a part of the agreement.

___ There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711(2), Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of the agreement.

Seller(s)

Duane L. Hoover 5/2/17
Signature Date

Duane L. Hoover
Type or Print name under signature Date

Signature Date

Type or Print name under signature Date

Buyer

City of Palm Coast, Florida

BY: _____
Signature Date

Type or Print name under signature

VII. Final Agency Acceptance

The Buyer has granted Final Agency Acceptance this _____ day of _____, _____.

By: _____
Signature

Type or Print name under signature

This document delivered by _____

This document received by _____ Date

Date

City of Palm Coast, Florida
Agenda Item

Agenda Date :

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

#	File #	Item	Title	Staff
			Workshop 10/10/2017	
1		Resolution	Purchase Water Meters	Adams/Zaleski
2		Resolution	Reconstruction of Surface Water Control Structures L-1 & K-1 & W-1	Flanagan/Brennan
3		Resolution	Wage Article-Union	Cullen
4	322	Resolution	Design & Construction Srvcs. Southern Wellfield Expansion LW 83, LW 84, LW 85 and New Raw Water Main Project	Flanagan/Kronenberg
5		Presentation	Road Impact Fees	Papa
			Business Meeting 10/17/2017	
1		Resolution	Purchase Water Meters	Adams/Zaleski
2		Resolution	Reconstruction of Surface Water Control Structures L-1 & K-1 & W-1	Flanagan/Brennan
3		Resolution	Wage Article-Union	Cullen
4	322	Resolution	Design & Construction Srvcs. Southern Wellfield Expansion LW 83, LW 84, LW 85 and New Raw Water Main Project	Flanagan/Kronenberg
5		Proclamation	Florida League of Citites-FI City Government Week	Lane
6		Proclamation	Domestic Violence Awareness Month	Lane
7		Ordinance 2nd	Medical Marijuana	Meehan
8		Ordinance	PC United Methodist Church Rezoning	Hoover
9		Presentation	Citizen's Academy 41st class	Lane
10		Ordinance 1st	Marina Del Palma FLUM	Papa
11		Ordinance 1st	Marina Del Palma Rezoning	Papa
			Workshop 10/31/2017	
1		Resolution	Disposal of Fire Trucks	Beadle
2		Resolution	Brownfield Desingation	Falgout
			Business Meeting 11/07/2017	
1		Resolution	Disposal of Fire Trucks	Beadle
2		Ordinance 2nd	PC United Methodist Church Rezoning	Hoover
3		Proclamation	World Diabetes Day	Lane
			Workshop 11/14/2017	
			Business Meeting 11/21/2017	
1		Resolution	Budget Amendment	Finance
			Workshop 11/28/2017	

			Business Meeting 12/05/2017	
			Future	
1		Resolution	Master Plan SCADA Telemetry Standarization	Adams/Hogan
2		Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
3		Resolution	Property Exchange NECGA	Falgout
4		Ordinance	FLUM Annexation-Roberts Road	Papa
5		Ordinance 1st	Coastal Trace FLUM	Papa
6		Ordinance 1st	Coastal Trace Rezoning	Papa
7		Ordinance 2nd	PC 145 LLC FLUM	Papa
8		Ordinance 2nd	PC 145 LLC Rezoning	Papa
9		Resolution	Annual Fire Inspection Fees	Quinn
10	261	Resolution	InLine Fiber Contract	Viscardi



Meeting Calendar for 10/4/2017 through 11/15/2017

10/4/2017 10:00 AM

Code Enforcement Board
City Hall

10/4/2017 6:00 PM

Special Charter Workshop
Indian Trails Middle School

10/10/2017 9:00 AM

City Council Workshop
City Hall

10/17/2017 9:00 AM

City Council
City Hall

10/18/2017 5:30 PM

Planning & Land Development Regulation Board
City Hall

10/18/2017 6:00 PM

Special Charter Workshop
Buddy Taylor Middle School

10/26/2017 5:00 PM

Beautification and Environmental Advisory Committee
City Hall

10/26/2017 6:00 PM

Special Charter Workshop
Flagler Palm Coast High School



Meeting Calendar for 10/4/2017 through 11/15/2017

10/31/2017 9:00 AM

City Council Workshop
City Hall

11/1/2017 10:00 AM

Code Enforcement Board
City Hall

11/7/2017 6:30 PM

City Council
City Hall

11/8/2017 6:30 PM

Leisure Services Advisory Committee
City Hall

11/10/2017 8:30 AM

Volunteer Firefighters' Pension Board
Fire Station #25

11/14/2017 9:00 AM

City Council Workshop
City Hall

City of Palm Coast, Florida
Agenda Item

Agenda Date :

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