



# City of Palm Coast Agenda City Council Special Meeting

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

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

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**Tuesday, January 30, 2018**

**9:00 AM**

**City Hall**

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## City Staff

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

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

## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE TO THE FLAG**

## **ROLL CALL**

## **PUBLIC PARTICIPATION**

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

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

## **RESOLUTIONS**

### **RESOLUTION 2018-XX APPROVING THE 8TH AMENDMENT TO THE CONTRACT FOR THE SALE OF THE CITY PROPERTY WITH TOWN CENTER, LLC**

## **PUBLIC PARTICIPATION**

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

## **ADJOURNMENT**

## City of Palm Coast, Florida Agenda Item

Agenda Date: 1/30/2018

<b>Department</b>	Administration/Economic Development	<b>Amount</b>
<b>Item Key</b>		<b>Account #</b>
<b>Subject</b>	RESOLUTION 2018-XX APPROVING THE 8TH AMENDMENT TO THE CONTRACT FOR THE SALE OF THE CITY PROPERTY WITH TOWN CENTER, LLC	
<b>Background :</b>	<p>In December 2016, City Council approved a contract for the sale of City SR100 CRA Property to Palm Town Center, LLC (Unicorp). This sale was approved in order to accomplish the SR 100 CRA redevelopment goals of eliminated and reducing blight and providing an improved entrance to the City's downtown. In addition, the redevelopment will result in a net positive economic impact to the SR 100 CRA and the City as a whole. The contract and redevelopment will occur in two phases: Phase 1 - Wawa convenience store and Phase 2 – additional commercial development along Bulldog Drive.</p> <p>Since that time, Unicorp and the developer have been working through the due diligence and site planning process. Within City staff approval authority, several amendments (#1,#2,#3,#4,#6, and #7) were executed to extend the due diligence period to allow for Unicorp and City staff to work through some redevelopment challenges. Additionally, City Council approved Amendment #5 which provided for easements across City property for ingress/egress and stormwater.</p> <p>Unicorp is scheduled for PLDRB in February and City Council in March for the required land use approvals. Unicorp will be closing on Phase 1 Property (including the City parcels) this Wednesday, January 31<sup>st</sup>. In order to facilitate the closing and memorialize the changes to the redevelopment plan and agreement, City staff is recommending City Council approve Amendment #8.</p>	
<b>Recommended Action:</b>	Adopt Resolution 2018-XX approving the 8th amendment to contract for the sale of city property with Palm Town Center, LLC.	

**RESOLUTION 2018 - \_\_\_\_\_**  
**AMENDING THE CONTRACT**  
**WITH PALM TOWN CENTER, LLC**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AMENDING THE CONTRACT FOR PURCHASE AND SALE BETWEEN PALM TOWN CENTER, LLC, AND THE CITY OF PALM COAST; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on December 6, 2016, City Council approved a contract for Purchase and Sale with Palm Town Center, LLC; and

WHEREAS, after further due diligence and planning with the Developer, the approved contract needs to be amended to accomplish the City's redevelopment goals.

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

**SECTION 1. APPROVAL OF THE 8<sup>TH</sup> AMENDMENT TO THE CONTRACT FOR PURCHASE AND SALE.** The City Council of the City of Palm Coast hereby approves the 8<sup>th</sup> Amendment to the Contract for Purchase and Sale with Palm Town Center, LLC (attached hereto as "Exhibit A").

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

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

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

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

**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage and adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 30th day of January 2018.

**CITY OF PALM COAST, FLORIDA**

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MILISSA HOLLAND, MAYOR

*ATTEST:*

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VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A – Contract Amendment for Purchase and Sale of City Property to Palm Town Center, LLC

Approved as to form and legality

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

**EIGHTH AMENDMENT TO  
CONTRACT FOR PURCHASE AND SALE**

THIS EIGHTH AMENDMENT TO CONTRACT FOR PURCHASE AND SALE ("Amendment") is made by and between CITY OF PALM COAST, a Florida municipal corporation (hereinafter referred to as "City"), and PALM TOWN CENTER, LLC, (hereinafter referred to as "Developer").

**RECITALS**

A. City and Developer have entered into a certain Contract for Purchase and Sale with an Effective Date of December 19, 2016, for the sale and purchase of certain real property described therein, as amended by First Amendment to Contract for Purchase and Sale dated March 14, 2017; Second Amendment to Contract for Purchase and Sale dated April 21, 2017; Third Amendment to Contract for Purchase and Sale dated May 22, 2017; Fourth Amendment to Contract for Purchase and Sale dated July 25, 2017; Fifth Amendment to Contract for Purchase and Sale dated October 9, 2017; Sixth Amendment to Contract for Purchase and Sale dated October 26, 2017; and Seventh Amendment to Contract for Purchase and Sale dated December 21, 2017 (the "Contract").

B. City and Developer agree to the survival of the Contract after closing, since closing on Phase I may occur before the rezoning to MPD.

C. The Parties acknowledge that the Developer is no longer purchasing the McGann Property, and the McGann Property was removed from the Phase I legal by the Fourth Amendment.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties agree as follows:

1. The above Recitals are true and correct, are incorporated herein by reference and form a material part of this Amendment.

2. The Parties agree that the Phase I legal description is amended to remove Midway Drive, and the revised legal description is attached hereto as Exhibit 1.

3. The Parties agree to amend the Contract to revise paragraph 5.21 to read as follows:

5.21. This conveyance is subject to the City Council of the City of Palm Coast approving the vacation of approximately one-half of the Western portion of Midway Drive at a public meeting pursuant to City Code requirements. However, the Buyer agrees to waive this contingency since the closing will occur before the public hearing on the vacation, and Buyer also agrees it will not commence construction until the vacation of Midway Drive has been approved by the City Council. Buyer will proceed with the request for the vacation of Midway Drive as soon as possible.

4. The Parties wish to amend the Contract to replace the term "McGann Property" with "Worrall Property", and to replace Exhibit "D" with the legal description for the Worrall Property which is attached hereto as Exhibit 2.

5. The Contract, recorded at O.R. Book 2177, Page 223, of the Public Records of Flagler County, survives closing and runs with the land, so that the restrictions on development in the Contract continue to apply after closing.

6. To the extent that the last day of any time period stipulated in the Contract or this Amendment 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.

7. Time is of the Essence. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Amendment.

8. Except as modified by this Amendment, the terms and conditions of the Contract are ratified and confirmed by the Parties. In the event of a conflict between the terms of this Amendment and the terms of the Contract, the terms of this Amendment shall govern. All defined terms used in this Amendment shall have the meaning assigned to them in the Contract, unless otherwise expressly stated herein.

9. Counterpart Execution. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one instrument. Facsimile signatures may be deemed binding for this Amendment, or any modification or amendment hereto, provided that originals of same are delivered within a reasonable time.

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

WITNESSES:

CITY OF PALM COAST, FLORIDA

\_\_\_\_\_  
\_\_\_\_\_  
(print)

By: \_\_\_\_\_  
Jim Landon, City Manager

\_\_\_\_\_  
\_\_\_\_\_  
(print)

ATTEST:  
By: \_\_\_\_\_  
Virginia A. Smith, City Clerk

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Jim Landon, City Manager of the City of Palm Coast, Florida, who is personally known to me.

\_\_\_\_\_  
Notary Public – State of Florida  
Print Name: \_\_\_\_\_  
My Commission expires:

WITNESSES:

[Signature]  
**Amy Barnard**  
(print)

[Signature]  
**Nelly Soto**  
(print)

[Signature]  
**Amy Barnard**  
(print)

[Signature]  
**Nelly Soto**  
(print)

PALM TOWN CENTER LLC, a Florida limited liability company

By: CW FAMILY LLLP, a Florida limited partnership, its Manager

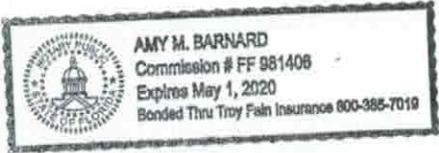
By: CW FAMILY, LLC, a Florida limited liability company, its General Partner

By: [Signature]  
Charles Whittall, Manager

By: [Signature]  
Ronna M. Whittall, Manager

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of JANUARY, 2018, by Charles Whittall, Manager of CW FAMILY LLC, a Florida limited liability company (check one)  who is personally known to me or  who produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public - State of Florida  
Print Name: **Amy Barnard**  
My Commission expires: MAY 1, 2020

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of JANUARY, 2018, by Ronna M. Whittall, Manager of CW FAMILY LLC, a Florida limited liability company (check one)  who is personally known to me or  who produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public - State of Florida  
Print Name: **Amy Barnard**  
My Commission expires: MAY 1, 2020

EXHIBIT 1  
[PHASE I LEGAL DESCRIPTION]

A PORTION OF LAND SITUATED SECTION 8, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

LOTS 14, 15, 16, 17, 18, 19, 20, 21, 22 AND 23, MIDWAY PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 5, PAGE 25, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. LESS AND EXCEPT THAT PORTION THEREOF, DEEDED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, AS RECORDED IN OFFICIAL RECORDS BOOK 798, PAGE 475 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

LESS AND EXCEPT;

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF MIDWAY DRIVE AND THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100, THENCE RUN ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 89°09'04" WEST, A DISTANCE OF 119.67 FEET TO BEING THE POINT OF BEGINNING; THENCE RUN ALONG SAID RIGHT-OF-WAY SOUTH 89°09'04" WEST, A DISTANCE OF 80.33 FEET TO THE EAST RIGHT-OF-WAY LINE OF BULLDOG DRIVE; THENCE RUN ALONG SAID EAST RIGHT-OF-WAY LINE, RUN NORTH 01°12'56" WEST, A DISTANCE OF 355.15 FEET TO THE SOUTH OF LOT 24 MIDWAY PARK, MAP BOOK 5, PAGE 25, OF THE OFFICIAL RECORDS BOOK OF FLAGLER COUNTY; THENCE DEPARTING SAID RIGHT-OF-WAY, RUN NORTH 89°09'04" EAST ALONG THE SOUTH LINE OF SAID LOT 24, A DISTANCE OF 43.00 FEET; THENCE DEPARTING SAID SOUTH LOT 24, RUN SOUTH 01°13'13" EAST, A DISTANCE OF 38.16 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE RUN SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 468.00 FEET, A CENTRAL ANGLE OF 12°10'39", AN ARC LENGTH OF 99.28 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°52'07" WEST FOR A CHORD DISTANCE OF 99.47 FEET TO A POINT OF TANGENCY ON A CURVE CONCAVE EASTERLY; THENCE RUN SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 732.00 FEET, A CENTRAL ANGLE OF 12°07'42", AN ARC LENGTH OF 154.66 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°53'35" WEST FOR A CHORD DISTANCE OF 154.95 FEET TO A POINT OF TANGENCY; THENCE DEPARTING SAID CURVE, RUN SOUTH 46°01'46" EAST, A DISTANCE OF 91.24 FEET TO THE POINT OF BEGINNING.

ENCOMPASSING 67,600 SQUARE FEET OR 1.552 ACRE MORE OR LESS.

EXHIBIT 2  
[Worrall Property]

**Lot 14, MIDWAY PARK, as recorded in Map Book 5, Page 25, Public Records of Flagler County, Florida.**