



**City of Palm Coast**  
**Agenda**  
**CITY COUNCIL BUSINESS**  
**MEETING**

City Hall  
160 Lake Avenue  
Palm Coast, FL 32164  
[www.palmcoastgov.com](http://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, March 20, 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.
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- > 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.

## **MINUTES**

### **1 MINUTES OF CITY COUNCIL**

**March 6, 2018 Business Meeting**

**March 13, 2018 Workshop Meeting**

## **PROCLAMATIONS AND PRESENTATIONS**

### **2 PROCLAMATION RECOGNIZING APRIL AS SEXUAL ASSAULT AWARENESS MONTH**

### **3 PROCLAMATION RECOGNIZING APRIL AS WATER CONSERVATION MONTH**

### **4 PRESENTATION UTILITY AWARDS**

### **5 PRESENTATION-FLORIDA HOSPITAL FLAGLER HEALTH & WELLNESS INITIATIVES SPONSORSHIP FOR EVENTS**

## **ORDINANCES SECOND READ**

### **6 ORDINANCE 2017-XX A COMPREHENSIVE PLAN AMENDMENT FOR A 196+/- ACRE PARCEL FROM FLAGLER COUNTY DESIGNATIONS OF MIXED USE HIGH INTENSITY AND INDUSTRIAL TO CITY OF PALM COAST DESIGNATION OF MIXED USE ALONG WITH A POLICY TO LIMIT DEVELOPMENT**

### **7 ORDINANCE 2017-XX A ZONING MAP AMENDMENT FROM INDUSTRIAL (FLAGLER COUNTY DESIGNATION) TO GENERAL COMMERCIAL (COM-2) FOR A 2+/- ACRE PARCEL LOCATED AT THE SOUTHEAST CORNER OF COLBERT LANE AND ROBERTS ROAD**

### **8 ORDINANCE 2017-XX A ZONING MAP AMENDMENT FROM INDUSTRIAL (FLAGLER COUNTY DESIGNATION) TO LIGHT INDUSTRIAL (IND-1) FOR A 10+/- ACRE PARCEL LOCATED AT 465 AND 551 ROBERTS ROAD**

### **9 ORDINANCE 2017-XX ZONING MAP AMENDMENT FOR 184+/- ACRE PARCEL FROM MIXED USE HIGH: PLANNED UNIT DEVELOPMENT (PUD) (FLAGLER COUNTY DESIGNATION) TO MASTER PLANNED DEVELOPMENT (MPD) (CITY OF PALM COAST DESIGNATION)**

## **ORDINANCES FIRST READ**

### **10 ORDINANCE 2018-XX TO ADOPT THE FIRST AMENDMENT TO THE GRAND LANDINGS**

**MASTER DEVELOPMENT PLAN, APPLICATION 3481**

- 11 ORDINANCE 2018-XX PROPOSED AMENDMENTS TO THE CITY CHARTER**
- 12 ORDINANCE 2018-XX TO REZONE 9.09 +/- ACRES FROM COM-2 AND PSP TO PALM TOWN CENTER MPD**

**RESOLUTIONS**

- 13 RESOLUTION 2018-XX APPROVING A REVISED RIGHT-OF-WAY MAP FOR BULLDOG DRIVE**
- 14 RESOLUTION 2018-XX APPROVING THE GRANTING OF UTILITY EASEMENTS TO FLORIDA POWER & LIGHT COMPANY ALONG BULLDOG DRIVE.**
- 15 RESOLUTION 2018-XX APPROVING A PARTIAL VACATION OF MIDWAY DRIVE RIGHT-OF-WAY**
- 16 RESOLUTION 2018-XX APPROVING THE FINAL PLAT FOR MARINA DEL PALMA**
- 17 RESOLUTION 2018-XX ACCEPTING THE COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017, AS PRESENTED BY JAMES MOORE & CO., P.L.**

**RECESS CITY COUNCIL AND CONVENE THE SR 100 CORRIDOR CRA BOARD**

- 18 SR 100 COMMUNITY REDEVELOPMENT AREA RESOLUTION 2018-XX APPROVING THE PURCHASE AND SALE OF 178 MIDWAY DRIVE FROM CHARLOTTE HAYDEN**

**ADJOURN THE SR 100 CRA BOARD AND RECONVENE THE CITY COUNCIL**

**CONSENT**

- 19 RESOLUTION 2018-XX APPROVING THE CONTRACT FOR PURCHASE AND SALE OF 178 MIDWAY DRIVE, PALM COAST WITH MS. CHARLOTTE HAYDEN**
- 20 RESOLUTION 2018-XX APPROVING A LAND DONATION AGREEMENT WITH ITT COMMUNITY DEVELOPMENT CORPORATION**
- 21 RESOLUTION 2018-XX APPROVING A WORK ORDER WITH CONNECT CONSULTING INC. FOR THE REBUILD AND TESTING OF SW-30.**
- 22 RESOLUTION 2018-XX APPROVING MASTER SERVICE AGREEMENTS WITH LCD OF FLAGLER AND WASTE PRO FOR WTP#2 LIME SLUDGE HAULING AND DISPOSAL**

- 23 RESOLUTION 2018-XX APPROVING MASTER PRICE AGREEMENTS WITH MULTIPLE VENDORS FOR SIGN SHOP MATERIALS**
  
- 24 RESOLUTION 2018-XX APPROVING MASTER PRICE AGREEMENTS WITH FLAGLER POWER EQUIPMENT AND L&B HOMES DBA ST. JOHNS SALES AND SERVICE FOR MOWER PARTS**
  
- 25 RESOLUTION 2018-XX APPROVING PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT WITH VERMEER SOUTHEAST SALES AND SERVICES, INC. FOR THE PURCHASE OF A CHIPPER**

**PUBLIC PARTICIPATION**

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

**DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA**

**DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA**

**DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA**

**ADJOURNMENT**

- 26 CALENDAR/WORKSHEET**

**ATTACHMENTS TO MINUTES**

# City of Palm Coast, Florida Agenda Item

Agenda Date : 03/20/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>		<b>Account</b>
<b>Subject</b>	MINUTES OF THE CITY COUNCIL	
<b>Background :</b>	MINUTES OF CITY COUNCIL: March 6, 2018 Business Meeting March 13, 2018 Workshop	
<b>Recommended Action :</b>		



**City of Palm Coast  
Minutes  
CITY COUNCIL**

City Hall  
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**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, March 6, 2018**

**6:00 PM**

**CITY HALL**

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**City Staff**

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

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**CALL TO ORDER**

*Mayor Holland called the meeting to order at 6:00 p.m.*

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**ROLL CALL**

*Ms. Smith called the roll. All members were present.*

**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.

*Vivian - James Holland small dog park-no shade.*

*Steve Carr-Florida Park Drive traffic, submitted a handout to Council, which is attached to these minutes.*

*Janet Leach-Dog Park shade and the inequalities between the large and small dog parks.*

*Doyle Lewis-Agrees with last two speakers on the dog park and the shade request. Traffic on Florida Park Drive.*

*George Mayo-Commercial Signage.*

*Responses to Public Participation*

*Small dog park shade-Ans: Mr. Landon - We are in total agreement. Phase II does include a shelter in the small dog park and additional seating. Phase II is to begin this summer.*

*Signs-Ans: Mayor Holland-We do not allow signs in our rights-of-way. Mr. Landon-We will take a look at it and if it does not meet the code, we will address it. I do want to point out that our code does allow for temporary grand opening signs for new businesses.*

## **MINUTES**

- 1 MINUTES OF CITY COUNCIL:  
February 20, 2018 Business Meeting  
February 27, 2018 Workshop**

**Pass**

**Motion made to approve made by Council Member Shipley and seconded by Vice Mayor Cuff**

**Approved - 5 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Steven Nobile, Council Member Heidi Shipley, Mayor Milissa Holland**

## **PROCLAMATIONS**

- 2 PROCLAMATION RECOGNIZING MARCH AS AMERICAN RED CROSS MONTH**  
*VM Cuff presented the Proclamation to representatives of the American Red Cross.*

**3 PROCLAMATION RECOGNIZING MARCH AS MULTIPLE MYELOMA AWARENESS MONTH**

*CM Shipley presented this Proclamation to Ms. Jenny Hack.*

*Mayor Holland asked if there was a way for the City to assist in bringing more awareness, fund raising, etc. for Multiple Myeloma.*

**CONSENT**

**4 RESOLUTION 2018-XX APPROVING PIGGYBACKING THE FLORIDA SHERIFFS ASSOCIATION CONTRACT (#FSA16-VEF12.0) WITH HALL-MARK RTC FOR THE PURCHASE OF A FIRE TRUCK IN ACCORDANCE WITH THE FLEET REPLACEMENT SCHEDULE**

**R2018-31**

**Pass**

**Motion made to Adopt on consent made by Vice Mayor Cuff and seconded by Council Member Nobile**

**Approved - 5 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Steven Nobile, Council Member Heidi Shipley, Mayor Milissa Holland**

**5 RESOLUTION 2018-XX APPROVING A PURCHASE ORDER WITH TOM EVANS ENVIRONMENTAL, INC. FOR THE PURCHASE OF SUBMERSIBLE PUMPS AND A CONTROL PANEL**

**R2018-34**

**Pass**

**Motion made to Adopt on consent made by Vice Mayor Cuff and seconded by Council Member Nobile**

**Approved - 5 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Steven Nobile, Council Member Heidi Shipley, Mayor Milissa Holland**

**6 RESOLUTION 2018-XXX APPROVING A WORK ORDER WITH TAYLOR ENGINEERING, INC. TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE WALKER WATERWAY MAJOR CROSSING AT BELLE TERRE PARKWAY REHABILITATION PROJECT**

**R2018-33**

**Pass**

**Motion made to Adopt on consent made by Vice Mayor Cuff and seconded by Council Member Nobile**

**Approved - 5 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Steven Nobile, Council Member Heidi Shipley, Mayor Milissa Holland**

**7 RESOLUTION 2018-XX APPROVING FDOT LAP AGREEMENT FOR SEMINOLE WOODS BOULEVARD/TOWN CENTER BOULEVARD AT SR 100 PROJECT**

**R2018-32**

**Pass**

**Motion made to Adopt on consent made by Vice Mayor Cuff and seconded by Council Member Nobile**

**Approved - 5 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Steven Nobile, Council Member Heidi Shipley, Mayor Milissa Holland**

**PUBLIC PARTICIPATION**

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

*Jay Morales - Is the Holland Foundation going to contribute to the Splash Park. Shade for the dog park in Phase II. Last time it took you 2.5 years and \$2 mil over budget. Who works for who?*

*Ans: Mr. Landon- The concept that we were \$2 million over budget for Holland Park, Phase I is totally false. We came in under budget. Yes, the contractor we had to fire and was off the job because of the delays. But we were not over budget, whatsoever. As far as the future phase, we are using a construction management company for this phase. It will not be under budget again but at least on budget and on time. I have much greater confidence in the team this time. I wanted to add that clarification.*

*Albert Silva-Scout Troop 402- We are here today working on a merit badge for communication and citizenship in the community. Mayor Holland, you asked how to get the word out regarding fundraisers and anything else. May I suggest the website that would allow an area to bring light to the public regarding their topic.*

**DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA**

*Mayor Holland - WastePro. Our utility bill pay a service to a company. Our residents pay for that service. This is getting rather frustrating. We have been patient through the storms. We understood that it was taxing on our waste hauler because of not being able to bring in other haulers and it took time. I think the City worked very collaboratively with Matthew and it was a different scenario. I am running out of patience with getting emails from residents who are not having garbage pickup. They are paying for service; they deserve that service. We have to find a resolution. I have been told at the ballpark that WastePro had communicated with the County that they could not hire enough people because their employees went to construction sites. Now the construction is picking up again. Are they communicating with you if they are not picking up their garbage on the required days contractually. If not, that is an issue. If they are not picking*

*up that is a secondary issue. I think, we as a Council, need to know the administrator's plan and path on how that will be resolved.*

*Ans: Mr. Landon - I share your frustration along with all the other residents. It is absolutely ridiculous that a basic service that people should be expecting and the level of service in the past has been good but right now, it is subpar and it down right stinks. Yes, WastePro does tells us that it can't find employees in the market today. That is not our problem, it is not our residents problems. They have been doing this for many years. They have laor issues up and down. They have to take care of it. Last year, we fined them over \$8,000 for not picking up. We have a consultant that always help us with our contract. One of the parts they do, the enforcement of contracts and the monitoring. I met with them earlier this week and we will have a proposal from them to start assisting us with WastePro fulfilling their obligation. I have put our attorney on notice if it doesn't change quickly, we will start a legal process to bring them into compliance with their contractual obligations to the residents of this community. I have been in communication with their management for quite sometime. I am tired of excuses. I don't want to talk anymore. We need to see action from them and that is the message I am trying to send at this point. We will fine them for every chance that we get because we believe it has to get up to top management. A couple of requests for the residents: please don't call wastepro, call us because we need to know where the issues are happening. Waste Pro is obligaed to let us know if they don't finish a route or don't complete and yes, they are giving us a heads up but we need to know from the residents. If WastePro doesn't pick up and they don't notify us, we can add more fines. It is my highest priority right now because the community deserves more and better services.*

*Mayor Holland suggested a letter from the Council that this is unacceptable and we will not tolerate it any longer.*

#### **DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA**

*Nothing at this time.*

#### **DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA**

*Spring time-Friday 7:45 Movies in the Park at Central Park "Alice ThroughThe Looking Glass"*

*Saturday at 6:30 p.m. night tours at Linear Park.*

*Spring Break camps-two next week, check our website.*

*Grand Opening of the Community Center March 23, 2018 at 5pm to 7pm.*

*Saturday will be tours and welcoming in the public.*

*Photo Contest-has begun and goes through May 31, 2018.*

*Announcement-during the Charter review, the consultant suggested I need to appoint someone to be in charge when I am not here. You agreed with that concept. It is quite unusal for a City our size and a City Manager not to have an Assistant City Manager. You almost don't see that because of that issue. I have always relied on the directors. I have recently designated and promoted Beau Falgout as Assitant City Manager. His duties as director right now, in Central Services and Economic Development will remain the same. We won't add a position. We are going to give him more duties "as assigned."*

**ADJOURNMENT**

*The meeting was adjourned at 6:40 P.M.*

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



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**Mayor Milissa Holland  
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**Tuesday, March 13, 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**

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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**

*Ms. Settle called the roll. All members were present.*

**D. PUBLIC PARTICIPATION**

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*Celia Pugliese: She thanked the City for managing the Golf Course. She spoke to the neglect on the north side of Palm Coast, particularly, by Holland Park.*

*Ans: Mr. Landon - Florida Park Drive is a residential street. We do not do landscaping along a residential street with swales and driveways. As far as litter goes, we do pick up on major thoroughfares but not on residential streets. I will say we have the problem there with the vacant lots and the drainage. It is one of our stormwater projects in the design phase now. We are going to try to solve that permanently. As far as the pond and mosquitos. The ponds are in all the parks. Mosquitos do not like a large bodies of water like that but with standing water and smaller bodies. Our Mosquito Control district is very responsive if we see a lot of mosquitos in any of our parks.*

*CM Klufas: Have we ever approached FPL with making the utilities underground on Florida Park Drive? Ans: Mr. Landon-You are talking about millions of dollars for the one street. We have a number of others in other neighborhoods that are major collectors.*

*CM Shipley: In front of Holland Park, there is land there that we should be picking up there. There is also overpasses over the water and where there are benches. You should have someone cleaning up that area. Ans: Mr. Landon - If it is in our public right of way or where the benches-you brought that up and we sent somebody out.*

## **E. PRESENTATIONS**

### **1 PRESENTATION OF THE ANNUAL PROGRESS REPORT**

*Mr. Landon gave a brief overview of the item. Ms. Denise Bevan reviewed the major components of the presentation with Council.*

*CM Klufas - With transporation and traffic; the cameras not recording traffic.. Have we reached out to the Flagler County Sheriff's Department for their real time crime unit in this last year? Ans: Mr. Landon - It has been a while. I don't recall exactly but he is interested in the licensse plate detector. If you have someone with warrants, I haven't talked to him recently on where he is on that.*

*Mayor Holland: Do you ever, I have asked you this before about the measurements on the goals that is proposed by council. I am still trying to get a better understanding of when a goal gets accomplished and moved off the list and replaced with a new one. Have we done a checklist? These are the goals that Council has set. These are the goals that have been completed has that been brought forth? Ans: Ms. Bevan - It is ongoing. As part of what we do as the*

*strategic action plan evaluation, we look at how we were doing with the previous Council's goals. To your point, Mayor, they do not go away until they are accomplished. Unless Council says they would like to go in another direction. Priorities can change We have a constant inventory as part of the leadership guide, we did include on how we have been doing in the last few years. We can put together what goals have been accomplished, which ones are being worked on and wwhich are pending.*

*Mayor Holland: I think the checklist is important. The report is fantastic and great to see everythign come together as far as what we are doing each year for our residents. I am just curious as to where we are in our goal setting? Ans: Ms. Bevan - Mayor, to your point, would it benefit the Council, as a whole, if we brought forward as part of the next presentation, the checklist. I know we brought forward the rainbow chart in the leadership guide, which provides some highlights. Maybe we could work through the team to maybe bring that as part of the March 27 presentation. Would that be helpful? Ans: Mayor Holland: Yes. It is important for us as an elected body to direct administration to staff to keep a course, of what we decide as a collective body what our goals would be. I would hate for something to still be out there that I was not aware of that really isn't in our goals any longer but maybe was ten years ago but was the directed for staff to keep that goal going. I think it would be helpful for us going into Strategic Planning.*

## **F. WRITTEN**

### **2 RESOLUTION 2018-XX APPROVING THE CONTRACT FOR PURCHASE AND SALE OF 178 MIDWAY DRIVE, PALM COAST WITH MS. CHARLOTTE HAYDEN**

*Mr. Landon gave an overview of the item. This is the last residence in that area.*

*Mr. Falgout: We recently closed on Unicorp. Part of the procees from that sale, will, in part, accomplish this closing. This is the last home owner in the area. By the City purchasing the home, it will relieve any zoning issues that may arise in the future, as the zoing surrounding the area is Commercial.*

*CM Klufas: Were we offering her \$13.00 per square foot in the past? Ans: Mr. Falgout: We were not offering her \$13.00 per square foot. In the past, her selling price was significantly higher. Part of that is really, there only seller and one buyer. It does include a lease back provision was put in to allow Ms. Hayden to move, no rent for the first few months and then there is a rent escalation. That is to insure that the move out occurs in a timely manner and the property will be available for the redevelopment.*

*CM Shipley: For my own information, what problems could we have if we did not own that piece of property? Ans: Mr. Falgout - The problem is if the right development comes along that is a hole in the donut. You cannot use eminent domain to acquire property for redevelopment purposes. There would be the issue of one residential home in a commercial area. The other part is, if you look on this map, the little dirt road that you see, is how Ms.Hayden accesses her*

*property. That is an easement across City property. Her real driveway is a dirt road with a tree in the middle of it. There is no proper access to this property.*

*VM Cuff- is there another parcel in Phase I, closer to Unicorp? Ans: Mr. Falgout - One parcel to the north. It is under two owners. The only parcel remaining in this subdivision. They are both commercial. Unicorp had a contract but the seller was not willing to actually close. This is the last residential use.*

**3 RESOLUTION 2018-XX APPROVING A LAND DONATION AGREEMENT WITH ITT COMMUNITY DEVELOPMENT CORPORATION**

*Mr. Landon gave a brief overview of the item.*

**4 RESOLUTION 2018-XX APPROVING A WORK ORDER WITH CONNECT CONSULTING INC. FOR THE REBUILD AND TESTING OF SW-30.**

*Mr. Landon gave a brief overview of the item.*

*Mayor Holland : This will be paid out of the Utility Fund? Ans: Mr. Landon - Yes.*

**5 RESOLUTION 2018-XX APPROVING MASTER SERVICE AGREEMENTS WITH LCD OF FLAGLER AND WASTE PRO FOR WTP#2 LIME SLUDGE HAULING AND DISPOSAL**

*Mr. Landon gave a brief overview of the item.*

*CM Shipley: Do you think we are going to have any problems, seeing we are already having problems with WastePro? Ans: Mr. Landon - Completely different. Commercial vs. Residential. I don't see it being an issue.*

*CM Klufas: It is just dirt. Is it cheaper for us to just pay or buy a parcel of land for \$110,000 and dump it there? Ans: Mr. Landon - I doubt it. Buy the land; we still have it to haul it. Eventually, they will mix it with dirt; you still have to handle it. We looked at mixing it with our swell dirt and it didn't go well. I feel this is the best route.*

**6 RESOLUTION 2018-XX APPROVING MASTER PRICE AGREEMENTS WITH FLAGLER POWER EQUIPMENT AND L&B HOMES DBA ST. JOHNS SALES AND SERVICE FOR MOWER PARTS**

*Mr. Landon gave a brief overview of the item.*

**7 RESOLUTION 2018-XX APPROVING MASTER PRICE AGREEMENTS WITH MULTIPLE VENDORS FOR SIGN SHOP MATERIALS**

*Mr. Landon gave a brief overview of the item.*

**8 RESOLUTION 2018-XX APPROVING PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT WITH VERMEER SOUTHEAST SALES AND SERVICES, INC. FOR THE PURCHASE OF A CHIPPER**

*Mr. Landon gave an overview of the item. It is more cost efficient to buy it.*

*CM Shipley: We are buying the one we are using now? Ans: Mr. Landon - Yes.*

**G. PUBLIC PARTICIPATION**

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

*Not comments were received.*

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

*CM Shipley: The only thing I want to say is I would like to make a motion that nobody gets a raise unless they come through us other than when they get their usual raises. At a time where Mr. Landon is on his way out, making a raise for someone. He could give everybody a raise. We don't want to seem like we are taking tax dollars for granted.*

*Mayor Holland: This is a workshop, it is good discussion but I think at our Council Member Meeting. I think you could put this on the agenda and make a motion.*

*CM Shipley: So have it the agenda for another workshop?*

*Mayor Holland: You can put it on a City Council Agenda.*

*CM Shipley: Can we discuss it now?*

*Mr. Landon: I would love to discuss it now. That is extremely offensive. To suggest that I would, on my way out, give everyone a huge raise. We look at salaries all the time to make sure we are competitive. We have a pay plan that has standard annual adjustments to the pay plan to make sure it is competitive. We have a merit system. We also take a look at different positions, particularly, those we start seeing people leave on a regular basis to get more pay. We need to make sure we are competitive. We make adjustments based on salary surveys and our pay plan. It is my job.*

*CM Shipley: This is mine. Ans: Mr. Landon: and I take it very serious. For you to then say that you want to put a hold on all wages, evaluations, to stop pay raises.*

*CM Nobile: How about a compromise? I see your poiint. I feel uncomfortable having a decision on someone's raise. However, to cover you, during this time, maybe see a little report of raises. No names, etc. Here is what we've done this week. If something, flagrant pops up, we have a heads up. Ans: Mr. Landon - I would happy to provide. It is a constant thing.*

CM Klufas - On Colbert Lane, right off of 100. There is another project that is going in there and I was reading some of the polls and what people are anticipating that it will actually have there. I talked to people that were somewhat concerned from Grand Haven and people from Palm Coast Plantation. I did tell them I would try and get some details on the timeline of the developer and whether or not their details were correct. Ans: Mr. Landon - It is on your agenda for the second reading on March 20.

CM Klufas: Robert's Pointe? Ans: Yes. It is some commercial, residential and mixed use. It is all on the southside of Roberts Road.

CM Klufas: This is a separate development than the marina and the condos.? Ans: Mr. Landon - Yes. It is a separate project.

CM Klufas - There are three separate projects going on right there? Ans: Mr. Landon - Four of Five.

CM Klufas - There is a huge amount of Commercial right? Ans: Mr. Landon - I am not prepared. There is some.

Attorney Reischmann - If the discussion we are about to head into is a discussion about a matter this coming before this Council soon in a quasi-judicial capacity. We should defer this discussion until we have everyone at the table and proceed with the rules we are required to follow.

CM Klufas: Is there a Planning Meeting coming up this week? Ans: Mr. Landon: This proposal has gone to them.

CM Nobile: Can you give me a minute on where we are on the FPL Path? Not the path but the lighting? Ans: Mr. Landon - The lighting, I have lost track that should have happened.

Mayor Holland: I have a question about events at Town Center regarding recycling. I want to make it clear that I think vendors promoting these events should promote recycling as well as require it. This last weekend there were a lot of people out by Town Center and I was told by a few people that recycling was not part of it. Ans: Mr. Landon - When we give a permit, we can make sure they have recycling bins just as they are required to have trash cans. If it is here at Central Park, the recycle cans are right next to every trash can. They can use any time.

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

Attorney Reischmann updated the Council on recent legislation at the Federal level defining "flame throwers."

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

Grand Opening of the Community Center is March 23. It will start at 5-7 p.m. Saturday March 24 we will be open for tours. Food truck is back next week.

*Sheriff Staly is making his annual presentation May 1 to City Council.*

*The Grand Opening of the Community Center is March 23.*

*Food Truck next Tuesday*

**K. ADJOURNMENT**

*The meeting was adjourned at 10:05 a.m.*

*Respectfully Submitted,  
Kate Settle, Deputy City Clerk*

# City of Palm Coast, Florida Agenda Item

Agenda Date : 3/20/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>		<b>Account</b>
<b>Subject</b>	PROCLAMATION RECOGNIZING APRIL AS SEXUAL ASSAULT AWARENESS MONTH	
<b>Background :</b>	The Flagler County Advocate Alliance has requested Council to proclaim the month of April as Sexual Assault Awareness Month	
<b>Recommended Action:</b>	Proclaim April as Sexual Assault Awareness Month	



## PROCLAMATION

**WHEREAS**, Sexual Assault Awareness Month calls attention to the fact that sexual assault violence is widespread and impacts every person in this community; and

**WHEREAS, RAPE**, sexual assault, and sexual harassment impact our community and statistics show that one in five women and one in 71 men will be raped at some point in their lives; that one in six boys and one in four girls will experience a sexual assault before age 18; youth ages 12-17 are 2.5 times as likely to be victims of rape or sexual assault and on campus, one in five women and one in 16 men are sexually assaulted; and

**WHEREAS**, during 2017, Family Life Center, as the certified Rape Crisis Center in Flagler County, provided 115 sexual assault related community education events, 1,466 supportive services and answered 60 sexual assault crisis hotline calls for survivors of sexual assault and their families living in Flagler County ; and

**WHEREAS**, the “Start by Believing” public awareness campaign (a program of End Violence Against Women International) is designed to improve the responses of friends, family members, and community professionals, so they can help sexual assault victims access supportive resources and engage the criminal justice system; and ; and

**WHEREAS**, Flagler County joins advocates and communities across the country because we are strongest when we raise our voices together to change the culture to prevent sexual violence. Prevention requires addressing the root causes and social norms that allow sexual violence to exist. April is Sexual Assault Awareness Month, and each day of the year is an opportunity to create change for the future; and

**NOW, THEREFORE, BE IT PROCLAIMED**, by the City Council of the City of Palm Coast, Florida, that the month of April 2018 be officially designated as

## SEXUAL ASSAULT AWARENESS MONTH

In the City of Palm Coast.

**Signed** this 20th day of March 2018.

City of Palm Coast, Florida

\_\_\_\_\_  
Milissa Holland, Mayor

Attested by:

\_\_\_\_\_  
Virginia A. Smith, City Clerk

# City of Palm Coast, Florida Agenda Item

Agenda Date: 3/20/2018

<b>Department Item Key</b>	CITY CLERK	<b>Amount Account</b>
<b>Subject</b>	PROCLAMATION RECOGNIZING APRIL AS WATER CONSERVATION MONTH	
<b>Background :</b>	<p>Florida residents can never take water for granted. Palm Coast may be surrounded by lakes, canals, waterways and the ocean but much of these natural sources are not consumable.</p> <p>Aligning with the Florida Department of Environmental Protection (DEP) and the Florida Section of the American Water Works Association, the City of Palm Coast recognizes the importance of protecting Florida water supply. Proclaiming April, as Water Conservation Month in the City of Palm Coast goes a long way in emphasizing the City's commitment to protecting and preserving the quality and supply of water, not only in the present, but also for future generations.</p> <p>If everyone in Palm Coast makes an effort to save just a little water, together we can save so much.</p>	
<b>Recommended Action :</b>	Proclaim April as Water Conservation Month.	



**WHEREAS**, water is a basic and essential need of every living creature; and

**WHEREAS**, the State of Florida, the St. Johns River Water Management District and other Water Management Districts, and the City of Palm Coast are working together to increase awareness about the importance of water conservation; and

**WHEREAS**, the City of Palm Coast and the State of Florida have designed April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

**WHEREAS**, the City of Palm Coast has always encouraged and supported water conservation through various educational programs and special events; and

**WHEREAS**, every business, industry, school and citizen can make a difference when it comes to conserving water; and

**WHEREAS**, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

**WHEREAS**, the City of Palm Coast is participating in the 6<sup>th</sup> annual National Mayor's Challenge for Water Conservation, and encourages all residents to take the pledge online at [www.mywaterpledge.com](http://www.mywaterpledge.com) during the month of April.

**NOW, THEREFORE, BE IT PROCLAIMED**, the City Council of the City of Palm Coast, Florida, does hereby declare the month of April as:

### ***water conservation month***

**Adopted** this 20<sup>st</sup> day of March 2018.

CITY OF PALM COAST, FLORIDA

Witnessed by:

\_\_\_\_\_  
Milissa Holland, Mayor

\_\_\_\_\_  
Virginia A. Smith, City Clerk

# City of Palm Coast, Florida Agenda Item

Agenda Date: 02/20/2018

<b>Department Item Key</b>	CITY CLERK	<b>Amount Account #</b>
<b>Subject</b>	PRESENTATION UTILITY AWARDS	
<b>Background :</b>	<p>The City of Palm Coast's water utility system has been selected as the 2017 Outstanding Water Distribution System for Division 5 by the Florida Section of the American Water Works Association.</p> <p>The first-place award is based on water quality, operations, record-keeping, system maintenance, professionalism, safety, emergency preparedness and the cross-connection control program. Recipients must demonstrate high standards and integrity in the operation of their water distribution systems.</p> <p>Palm Coast Utility Systems Manager Randy Zaleski accepted the award at the Florida Section of AWWA's annual business meeting and awards luncheon held in Orlando last week. There are eight divisions in the competition, with each utility grouped with other utilities of the same size (based on the number of service connections).</p> <p>This award covers the entire water distribution system – everything from the meter-reading process to testing and repairs of our back-flow preventers, valve maintenance, new meter installs, emergency repairs, safety procedures, staying up-to-date with certifications and giving excellent customer service to our residents.</p> <p>The Florida Section of the American Water Works Association provides comprehensive technical training and continuing educational programs for the water industry. The association has more than 2,200 members in Florida.</p>	
<b>Recommended Action :</b>	No action required.	

# City of Palm Coast, Florida Agenda Item

Agenda Date: 03/20/2018

<b>Department</b>	PARK & RECREATION	<b>Amount</b>
<b>Item Key</b>	2704	<b>Account</b>
		<b>#</b>
<b>Subject</b>	PRESENTATION-FLORIDA HOSPITAL FLAGLER HEALTH & WELLNESS INITIATIVES SPONSORSHIP FOR EVENTS	
<b>Background :</b>	<p>The City of Palm Coast and Florida Hospital Flagler are committed to improving the quality of life for both residents and visitors. Palm Coast Parks &amp; Recreation is joining with Florida Hospital Flagler to provide community health screenings and wellness events that will directly benefit the community in encouraging early detection and healthy lifestyle choices. Florida Hospital Flagler will support the City's healthy community events, such as the Mayor's 30/30 Challenge, the Palm Coast and the Flagler Beaches Senior Games, the Lunch N' Lecture Series and the Coffee Series.</p>	
<b>Recommended Action :</b>	<p>No action at this time is required.</p>	

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 3/20/2018

<b>Department Item Key</b>	<b>Amount Account</b>
<b>Subject</b> ORDINANCE 2018-XX A COMPREHENSIVE PLAN AMENDMENT FOR A 196+/- ACRE PARCEL FROM FLAGLER COUNTY DESIGNATIONS OF MIXED USE HIGH INTENSITY AND INDUSTRIAL TO CITY OF PALM COAST DESIGNATION OF MIXED USE ALONG WITH A POLICY TO LIMIT DEVELOPMENT AND NEW FUTURE LAND USE ELEMENT POLICY	
<p><b>Background:</b> <b><u>Update from the December 5, 2017 Business Meeting</u></b> City Council hear this item at their December 5, 2017 Business Meeting. The proposed amendment was then transmitted to the State Land Planning Agency (Department of Economic Opportunity (DEO)) and other State agencies after the 1<sup>st</sup> public hearing. The DEO provided an Objections, Recommendations, and Comments (ORC) Report to the City after reviewing the proposed amendment. There were no objections to the amendment but DEO did provide a recommendation that the City adopt a policy in the Future Land Use Element, per Florida Statutes, to “expressly” approve the proposed development – “Colbert Preserve/Roberts Pointe Master Planned Development Area” with a development limit of 1,500 dwelling units and 200,000 sq. ft. of non-residential uses. As recommended by DEO, staff is proposing to include Policy 1.1.2.7 in the Future Land Use Element which reads as follows:</p> <p><i>“Colbert Preserve/Roberts Pointe Master Planned Development Area is approved with a maximum development of 1,500 dwelling units and 200,000 sq. ft. of non-residential uses. (See Future Land Use Map for Boundary of Subject Area)”.</i></p> <p>There were no other recommendations or comments.</p> <p><b><u>Original background from the December 5, 2017 Business Meeting</u></b> The proposed comprehensive plan amendment is for a 196+/- acre parcel generally located east of Colbert Lane and west of Roberts Rd. The current FLUM designations for the subject area are Flagler County designations of Mixed Use High Intensity and Industrial with zoning designations of Mixed Use High: Planned Unit Development and Industrial.</p> <p>The proposed amendment generally consists of a proposal to change the Future Land Use Map (FLUM) designation from Flagler County designations stated above to the City of Palm Coast designation of Mixed Use. The amendment will also include a footnote on the future land use map to limit development within the Colbert Preserve/Roberts Pointe Master Planned Development Area to 1,500 dwelling units and 200,000 sq. ft. of non-residential.</p> <p>In addition to the proposed FLUM amendment, there is a companion rezoning for the subject parcel.</p> <p><b><u>Public Facilities Impact</u></b></p> <p>The analysis for comprehensive plan map amendments take into consideration the maximum</p>	

development potential under the current and proposed land use category and represent the theoretical maximum development potential within the land use category.

The analysis for density/intensity and population comparison as well as the analysis of the theoretical maximum development potential includes consideration of the following policy from the Flagler County Comprehensive Plan (this is applied since the properties currently have the Flagler County designation):

*Flagler County Future Land Use Element Policy A.1.1.3 The location and extent of low intensity and high intensity mixed land use categories in accordance with the Future Land Use Map and the policies and descriptions of type, sizes, densities, and intensities of land use are outlined below: ...*

*(2)(b) Mixed Use - High Intensity - 3.1 to 10.0 residential units per gross acre. Retail and office, maximum FAR of .4. Residential uses shall occupy a minimum of 25% and a maximum of 60% of the development area. Retail and office uses shall occupy a minimum of 25% and a maximum of 50% of the development area. Open space uses shall occupy a minimum of 25% of the development site.*

Since the FLUM designation provides for a range of development potential which requires both residential and retail uses, the analysis for existing development potential will assume that 50% will be residential use and 50% will be non-residential use.

The maximum development net impact analysis of the FLUM amendment shows a decrease in potential demands on transportation, water and sewer facilities. This is mainly due to potential decrease in non-residential development (from 944,381 sq. ft. to 250,000 sq. ft.). The change in development potential shows a potential increase in solid waste generation, and the demand on recreational facilities and schools. The increase in demand on certain public facilities is due to the increase in potential number of dwelling units which may be developed on the property. There is currently adequate infrastructure facilities to accommodate the additional impact.

#### Environmental Assessment

An environmental assessment conducted in 2017 indicate that the habitats onsite have been heavily impacted by human activity and thus have transitioned to altered habitats. Additional scrutiny will be required as the site continues through the development review process which will require the site's compliance with the Land Development Code for stormwater, floodplain regulations, as well as regulations to protect threatened and endangered species.

#### Land Use Compatibility

The proposed FLUM amendment is generally consistent with the uses in the proximate area and the development patterns along Colbert Lane and Roberts Rd.

#### Consistency with Comprehensive Plan

The proposed amendment is consistent with Comprehensive Plan policies regarding the following:

- intensifying uses only where infrastructure has sufficient capacity to accommodate additional development.
- providing opportunities to diversify the city's housing supply, and
- the proposed amendment creates a balance of jobs and housing by accommodating both

residential and non-residential uses.

**Recommended Action:** Staff recommends approval of the proposed Comprehensive Plan amendment including proposed new Policy 1.1.2.7.

**ORDINANCE NO. 2018-\_\_\_\_\_**  
**COLBERT LANE/ROBERTS ROAD ANNEXATION AREA**  
**COMPREHENSIVE PLAN AMENDMENT**

**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, FLORIDA STATUTES; AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION FOR 196+/- ACRES OF CERTAIN REAL PROPERTY FROM MIXED USE HIGH INTENSITY, AND INDUSTRIAL (FLAGLER COUNTY DESIGNATIONS), TO MIXED USE (CITY OF PALM COAST DESIGNATION) AS DESCRIBED IN MORE DETAIL IN THE LEGAL DESCRIPTION WHICH IS AN EXHIBIT TO THIS ORDINANCE; INCLUDING A NOTE ON THE FUTURE LAND USE MAP TO LIMIT DEVELOPMENT WITHIN THE COLBERT PRESERVE/ROBERTS POINTE MASTER PLANNED DEVELOPMENT AREA TO 1500 DWELLING UNITS AND 200,000 SQ. FT. OF NON-RESIDENTIAL USE AND INCLUDING NEW POLICY 1.1.2.7 TO THE FUTURE LAND USE ELEMENT; PROVIDING FOR CONFLICTS, 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**, Section 163.3161 et seq., Florida Statutes established the Community Planning Act; and

**WHEREAS**, Section 163.3184, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments amending the future land use designation of property; and

**WHEREAS**, the City of Palm Coast is desirous of amending the future land use designation of property located within the City from Mixed Use-High Intensity and Industrial (Flagler County designations) to Mixed Use (City of Palm Coast Designations); and

**WHEREAS**, the proposed future land use map amendment includes a note on the Future Land Use Map to limit residential development within the Colbert Preserve/Roberts Pointe Master Planned Development Area to 1500 dwelling units and 200,000 sq. ft. of non-residential; and

**WHEREAS**, the City of Palm Coast Planning and Land Development Regulation Board (PLDRB) acting as the City’s Local Planning Agency, considered the proposed map amendments at a public hearing on November 15, 2017 and voted to recommend approval of the proposed Comprehensive Plan Amendment; and

**WHEREAS**, on December 5, 2017 and \_\_\_\_\_, 2018 the City of Palm Coast City Council held public hearings on this Comprehensive Plan amendment after due public notice and upon thorough and complete consideration and deliberation, adopted the proposed Comprehensive Plan amendment; and

**WHEREAS**, after reviewing the proposed Comprehensive Plan Amendment, the State Land Planning Agency (Department of Economic Opportunity) recommended the addition of a policy (New Policy # 1.1.2.7) to the Future Land Use Element to expressly approve the Colbert Lane/Roberts Pointe Master Planned Development Area for 1,500 dwelling units and 200,000 sq. ft. of Non-residential use ; and

**WHEREAS**, the Comprehensive Plan amendments adopted by this Ordinance complies with the requirements of the Community Planning Act, the State Comprehensive Plan as set forth in Chapter 187, Florida Statutes, as well as other applicable law, and is consistent with the goals, objectives, and policies and the overall land use plan of the City’s *Comprehensive Plan*; and

**WHEREAS**, the City Council of the City of Palm Coast hereby reaffirms its commitment to the goal of enacting and implementing sound growth management practices within the City; and

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

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

**SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.**

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

**SECTION 2. FUTURE LAND USE MAP AMENDED.**

The 196+/- acres subject area, generally located 1200 feet north of State Road 100, west of Roberts Road, and east of Colbert Lane, as depicted and legally described in “Exhibit A”, attached hereto, is hereby amended from Mixed Use-High Intensity, and Industrial (Flagler County Designations) to Mixed Use (City of Palm Coast Designations)

and including a note on the FLUM limiting a portion of the subject property to 1500 dwelling units and 200,000 sq. ft. as depicted in “Exhibit B”.

**SECTION 3. FUTURE LAND USE ELEMENT AMENDED.**

The Future Land Use Element of the Comprehensive Plan is amended to include: Policy 1.1.2.7: “Colbert Preserve/Roberts Pointe Master Planned Development Area is approved with a maximum development of 1,500 dwelling units and 200,000 sq. ft. of non-residential uses. (See Future Land Use Map for Boundary of Subject Area)”.

**SECTION 4. CONFLICTS.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**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. SEVERABILITY.**

If any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not be construed as to render unconstitutional or invalid the remaining provision of the Ordinance.

**SECTION 7. EFFECTIVE DATE.**

The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the Department of Economic Opportunity posts a notice of intent determining that this amendment is in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity.

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

**ADOPTED** on second reading after due public notice and hearing the \_\_\_\_ day of \_\_\_\_\_, 2018.

*ATTEST:*

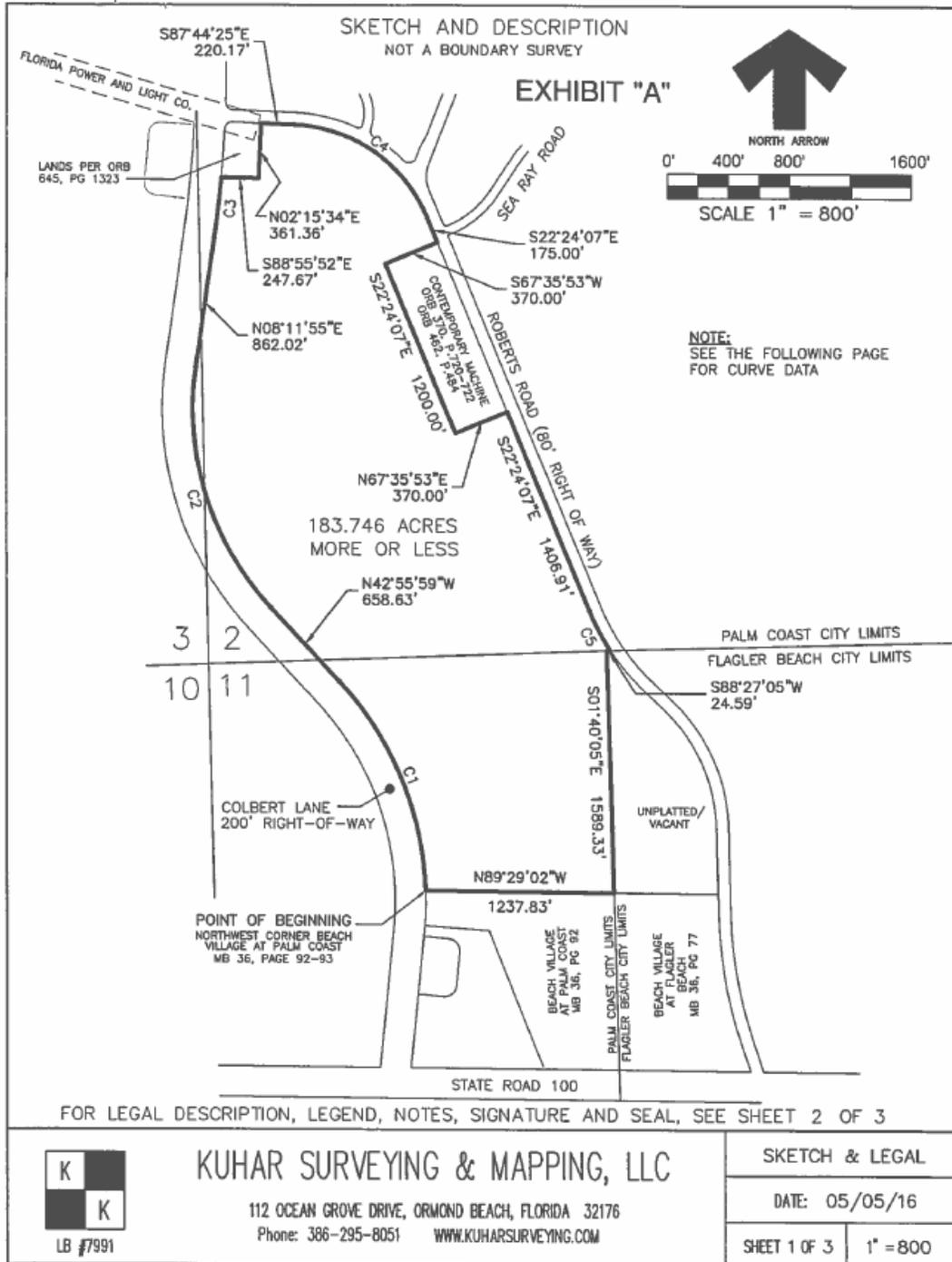
**CITY OF PALM COAST, FLORIDA**

\_\_\_\_\_  
Virginia Smith, City Clerk

\_\_\_\_\_  
Milissa Holland, Mayor

**EXHIBIT A**

**LEGAL DESCRIPTION-Colbert Preserve/Roberts Pointe Master Planned Development Area**



SKETCH AND DESCRIPTION  
NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTIONS 2, 3 AND 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE NORTHWEST CORNER OF BEACH VILLAGE AT PALM COAST PER MAP BOOK 36, PAGES 92-93, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, FOR THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING LOCATED ON THE EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE (A 200-FOOT RIGHT-OF-WAY);

THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: 1) THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 1515.92 FEET, A RADIUS OF 2110.00 FEET, A CENTRAL ANGLE OF 41°09'50", A CHORD BEARING OF N22°21'04"W , AND A CHORD DISTANCE OF 1483.52 FEET TO A POINT OF TANGENCY; 2) THENCE N42°55'59"W FOR A DISTANCE OF 658.63 FEET TO A POINT OF CURVATURE; 3) THENCE ALONG SAID CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 1704.51 FEET, A RADIUS OF 1910.00 FEET, A CENTRAL ANGLE OF 51°07'54", A CHORD BEARING OF N17°22'02"W AND A CHORD DISTANCE OF 1648.51 FEET TO A POINT OF TANGENCY; 4) THENCE N08°11'55"E FOR A DISTANCE OF 862.02 FEET TO A POINT OF CURVATURE; 5) THENCE ALONG SAID CURVE TO THE LEFT HAVING AN ARC LENGTH OF 394.96 FEET, A RADIUS OF 7734.00 FEET, A CENTRAL ANGLE OF 02°55'34", A CHORD BEARING OF N06°44'08"E AND A CHORD DISTANCE OF 394.92 FEET TO THE SOUTHERLY LINE OF LANDS PER OFFICIAL RECORDS BOOK 645, PAGE 1323, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT-OF-WAY LINE ALONG SAID SOUTHERLY LINE S88°55'52"E FOR A DISTANCE OF 247.67 FEET TO THE EASTERLY LINE OF SAID LANDS; THENCE DEPARTING SAID SOUTHERLY LINE ALONG SAID EASTERLY LINE N02°15'34"E FOR A DISTANCE OF 361.36 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ROBERTS ROAD (AN 80-FOOT RIGHT-OF-WAY); THENCE DEPARTING SAID EASTERLY LINE ALONG SAID RIGHT-OF-WAY LINE S87°44'25"E FOR A DISTANCE OF 220.17 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE TO THE RIGHT, SAID CURVE HAVING AN ARC LENGTH OF 1120.99 FEET, HAVING A RADIUS OF 983.00 FEET, A CENTRAL ANGLE OF 65°20'18", A CHORD BEARING OF S55°04'16"E AND A CHORD DISTANCE OF 1061.22 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY S22°24'07"E FOR A DISTANCE OF 175.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE S67°35'53"W FOR A DISTANCE OF 370.00 FEET; THENCE DEPARTING SAID LINE S22°24'07"E FOR A DISTANCE OF 1200.00 FEET; THENCE N67°35'53"E FOR A DISTANCE OF 370.00 FEET TO SAID RIGHT-OF-WAY LINE OF ROBERTS ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE S22°24'07"E FOR A DISTANCE OF 1406.91 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT HAVING AN ARC LENGTH OF 298.27 FEET, A RADIUS OF 1539.73 FEET, A CENTRAL ANGLE OF 11°05'57", A CHORD BEARING OF S27°57'05"E , AND A CHORD DISTANCE OF 297.80 FEET TO THE NORTHERLY LINE OF SAID GOVERNMENT SECTION 11 SAME BEING THE CITY LIMIT LINE BETWEEN PALM COAST AND FLAGLER BEACH; THENCE DEPARTING SAID RIGHT-OF-WAY LINE ALONG SAID NORTHERLY SECTION LINE AND SAID CITY LIMIT LINE S88°27'05"W FOR A DISTANCE OF 24.59 FEET; THENCE DEPARTING SAID SECTION LINE CONTINUING ALONG SAID CITY LIMIT LINE S01°40'05"E FOR A DISTANCE OF 1589.33 FEET TO THE NORTHERLY LINE OF SAID BEACH VILLAGE AT PALM COAST; THENCE N89°29'02"W FOR A DISTANCE OF 1237.83 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 8003958.4 SQUARE FEET, OR 183.746 ACRES, MORE OR LESS.



KUHAR SURVEYING & MAPPING, LLC

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176  
Phone: 386-295-8051 WWW.KUHARSURVEYING.COM

SKETCH & LEGAL

DATE: 05/05/16

SHEET 2 OF 3

1" = N/A

SKETCH AND DESCRIPTION  
NOT A BOUNDARY SURVEY

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2110.00'	1515.92'	1483.52'	N22°21'04"W	41°09'50"
C2	1910.00'	1704.51'	1648.51'	N17°22'02"W	51°07'54"
C3	7734.00'	394.96'	394.92'	N06°44'08"E	2°55'34"
C4	983.00'	1120.99'	1061.22'	S55°04'16"E	65°20'18"
C5	1539.73'	298.27'	297.80'	S27°57'05"E	11°05'57"

**SURVEYOR'S NOTES**

1. BEARINGS BASED ON THE PLAT OF BEACH VILLAGE AT PALM COAST, PER MAP BOOK 36, PAGE 92, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, WITH THE NORTH LINE OF SAID PLAT BEING N89°29'02"W.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR/MAPPER, UNLESS THE DOCUMENT IS A DIGITAL FILE AND HAS BEEN ELECTRONICALLY SIGNED.

**LEGEND/ABBREVIATIONS**

C=CURVE  
 D=DELTA  
 R=RADIUS  
 L=LENGTH  
 CH=CHORD  
 CB=CHORD BEARING  
 PC=POINT OF CURVE  
 PT=POINT OF TANGENCY  
 PI=POINT OF INTERSECTION  
 M.B.=MAP BOOK  
 P.B.=PLAT BOOK  
 PG.=PAGE  
 O.R.B.=OFFICIAL RECORD BOOK  
 S.F.=SQUARE FEET  
 AC.=ACRES  
 R/W=RIGHT-OF-WAY  
 CL=CENTER LINE  
 POB=POINT OF BEGINNING  
 POC=POINT OF COMMENCEMENT  
 PCP=PERMANENT CONTROL POINT  
 SECT.=SECTION  
 RNG.=RANGE  
 TWP.=TOWNSHIP  
 I.D.=IDENTIFICATION  
 CONC=CONCRETE  
 (R)=RECORD  
 (F)=FIELD MEASURED  
 (NR)=NON-RADIAL  
 (RAD)=RADIAL

I HEREBY CERTIFY THAT THIS SKETCH MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER 5J-17.050 THRU 17.052, FLORIDA ADMINISTRATIVE CODE.



KENNETH J. KUHAR  
FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6105



LB #7991

**KUHAR SURVEYING & MAPPING, LLC**

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176  
Phone: 386-295-8051 WWW.KUHARSURVEYING.COM

SKETCH & LEGAL

DATE: 05/05/16

SHEET 3 OF 3

1" = N/A

LEGAL DESCRIPTION FOR SMITH PROPERTIES

LEGAL DESCRIPTION

The following Legal Description prepared by Dan A. Wilcox RLS #2238, Palm Coast Engineering and Design Services, Inc., 5 Hargrove Grade, Palm Coast, Florida.  
Date: May 6, 1988.

5.3512 acre industrial site West of Roberts Road.

LEGAL DESCRIPTION:

A parcel of land lying West of and adjacent to Roberts Road (formerly the Lehigh Cement Plant Road) in Government Section 2, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

As a Point of Reference being the South Quarter (1/4) corner of said Government Section 2 thence North 88°27'05" East along the Southerly line of section 2 a distance of 24.59 feet to a Point on a curve being the Westerly right-of-way of said Roberts Road (80'R/W), thence departing said Section line Northwesterly 298.27 feet along said right-of-way and curve to the right (concave Northeasterly) having a central angle of 11°05'57", a radius of 1539.72 feet, a chord bearing of North 27°57'05" West and a chord distance of 297.80 feet to a Point of tangency, thence North 22°24'07" West along said right-of-way a distance of 1976.91 feet to the POINT OF BEGINNING of this description, thence departing said right-of-way South 67°35'53" West a distance of 370.00 feet, thence North 22°24'07" West a distance of 630.00 feet, thence North 67°35'53" East a distance of 370.00 feet to a Point on the Westerly right-of-way of Roberts Road (80'R/W) thence South 22°24'07" East along said right-of-way a distance of 630.00 feet to the POINT OF BEGINNING.

Parcel containing 5.3512 acres more or less.

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

REC'D IN PUBLIC OFFICE

4.8416 acre parcel for Contemporary Machine Co. lying West of Roberts Road.

LEGAL DESCRIPTION:

A parcel of land lying West of and adjacent to Roberts Road (formally the Leheigh Cement Plant Road) in Government Section 2, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

As a Point of Reference being the South Quarter (1/4) corner of said Government Section 2 thence North 88 27'05" East along the Southerly line of section 2 a distance of 24.59 feet to a Point on a curve being the Westerly right-of-way of said Roberts Road (80'R/W), thence departing said Section line Northwesterly 298.27 feet along said right-of-way and curve to the right (concave Northeasterly) having a central angle of 11 05'57", a radius of 1539.72 feet, a chord bearing of North 27 57'05" West and a chord distance of 297.80 feet to a Point of tangency, thence North 22 24'07" West along said right-of-way a distance of 1406.91 feet to the POINT OF BEGINNING of this description, thence departing said right-of-way South 67 35'53" West a distance of 370.00 feet, thence North 22 24'07" West a distance of 570.00 feet, thence North 67 35'53" East a distance of 370.00 feet to a Point on the Westerly right-of-way of Roberts Road (80'R/W) thence South 22 24'07" East along said right-of-way a distance of 570.00 feet to the POINT OF BEGINNING.

Parcel containing 4.8416 acres more or less.

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

LEGAL DESCRIPTION FOR TUESDAY CORPORATION PROPERTY

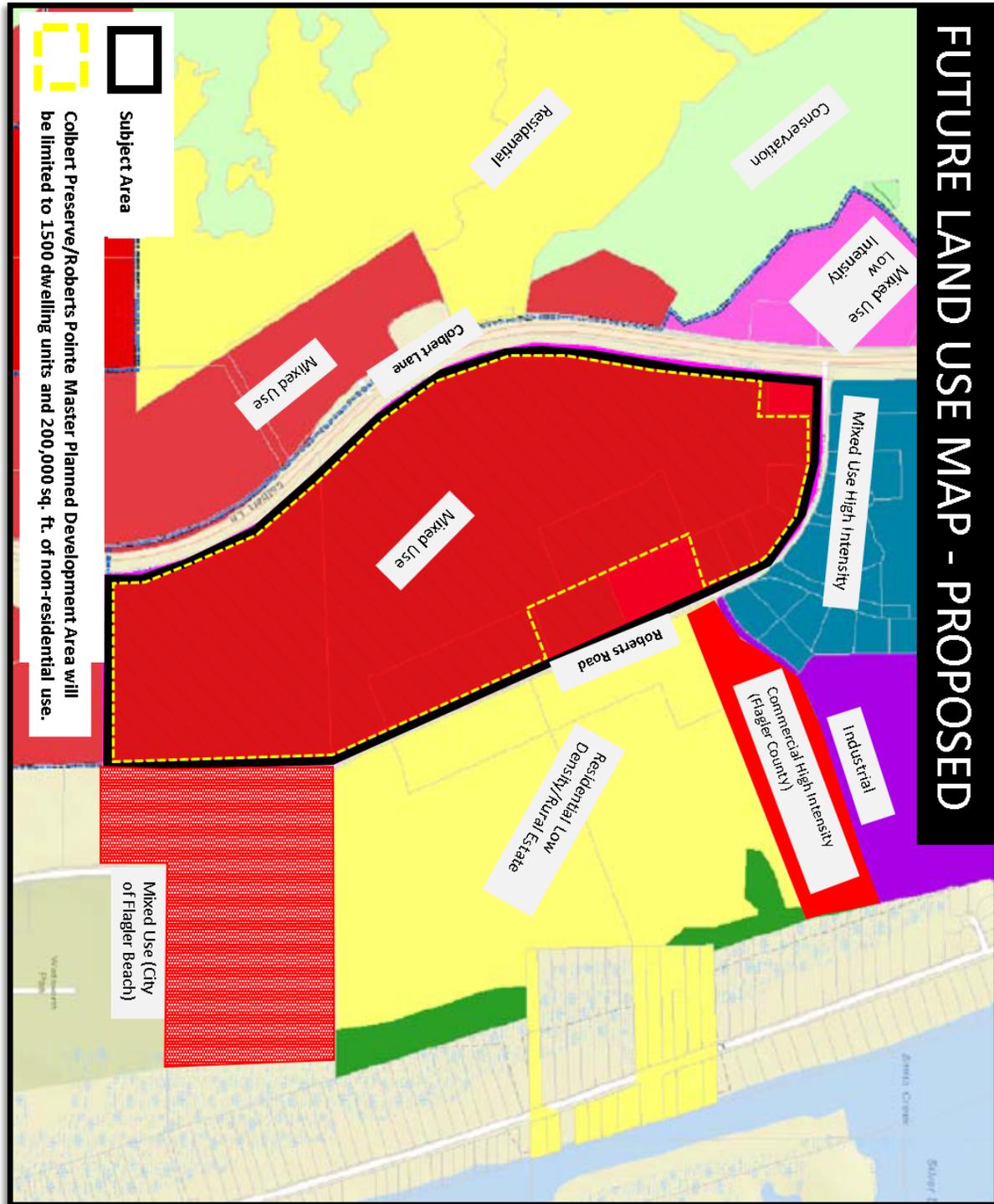
PARCEL 521.02

DESCRIPTION:

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

A POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF GOVERNMENT SECTION 2, THENCE NORTH 01° 13' 06" WEST ALONG THE WEST LINE OF SECTION 2 A DISTANCE OF 3107.53 FEET, THENCE DEPARTING SAID SECTION LINE NORTH 00° 46' 54" EAST A DISTANCE OF 154.23 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COLBERT LANE (200' R/W) AND THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING ON A CURVE, THENCE 317.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 02° 21' 02", A RADIUS OF 7734.00 FEET, A CHORD BEARING OF NORTH 04° 05' 50" EAST AND A CHORD DISTANCE OF 317.25 FEET TO A POINT OF REVERSE CURVATURE, THENCE 77.96 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (CONCAVE SOUTHEASTERLY) HAVING A CENTRAL ANGLE OF 09° 20' 15", A RADIUS OF 50.00 FEET, A CHORD BEARING OF NORTH 47° 35' 27" EAST AND A CHORD DISTANCE OF 70.30 FEET TO A POINT OF TANGENCY, THENCE SOUTH 07° 44' 26" EAST A DISTANCE OF 107.45 FEET, THENCE SOUTH 02° 15' 34" WEST A DISTANCE OF 361.36 FEET, THENCE NORTH 08° 55' 51" WEST A DISTANCE OF 247.67 FEET TO THE POINT OF BEGINNING.

EXHIBIT B





**COMMUNITY DEVELOPMENT DEPARTMENT  
STAFF REPORT  
February 16, 2018**

**OVERVIEW**

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<b>Case Number:</b>	3194
<b>Applicant:</b>	City of Palm Coast
<b>Size of subject property:</b>	Approximately 196 acres
<b>Property Description/Location:</b>	An approximately 196 acre area located east of Colbert Lane and west of Roberts Road and approximately 1200' north of State Road 100.
<b>Property Owner(s):</b>	See Parcel ID List
<b>Real Estate ID #:</b>	See Parcel ID List
<b>Current FLUM Designation:</b>	Mixed Use High Intensity (189+/- acres), and Industrial (7+/- acres) – Flagler County designations
<b>Current Zoning Designation:</b>	Mixed Use High Intensity-Planned Unit Development (184+/- acres) and Industrial (12+/- acres) – Flagler County designations
<b>Current Use:</b>	Vacant
<b>Requested Action:</b>	<p>Large-scale Future Land Use Map (FLUM) amendment for an approximately 196 acre parcel from current Flagler County designations of Mixed Use High Intensity (189+/- acres), and Industrial (7+/- acres) to City of Palm Coast designations of Mixed Use (196+/- acres). Proposed amendment will include a policy to limit development on the parcels to be designated as part of the Colbert Preserve/Roberts Pointe MPD to 1500 dwelling units and 200,000 sq. ft. of non-residential uses.</p> <p>There is a companion zoning map amendment that will change the zoning on the designated parcels to be consistent with the FLUM designations of the subject property.</p>
<b>Recommendation:</b>	Staff recommends approval of the proposed Comprehensive Plan amendment including proposed new Policy 1.1.2.7.
<b>Project Planner:</b>	José Papa, AICP, Senior Planner

**ANALYSIS**

## **BACKGROUND**

The application is for a large-scale Future Land Use Map (FLUM) amendment for a 196 +/- acre subject area located east of Colbert Lane, west of Roberts Rd. and approximately 1200 feet north of State Road 100.

The subject parcel was annexed by the City of Palm Coast on October 6, 2015.

Currently, the 196 +/- acre subject area currently has Flagler County FLUM designations of Mixed Use High Intensity (189 +/- acres), and Industrial (7 +/- acres). The proposed amendment will amend the Flagler County designations to City of Palm Coast designations of Mixed Use (196 +/- acres). Additionally, the proposed amendment will include a policy on the FLUM to limit development on the parcels to be designated as part of the Colbert Preserve/Roberts Pointe MPD to 1500 dwelling units and 200,000 sq. ft. of non-residential uses. The Colbert Preserve/Roberts Pointe MPD serves as a companion application to the proposed FLUM amendment and covers approximately 184 acres of the subject area.

### **Planning and Land Development Regulation Board (PLDRB) Action**

On November 15, 2017, the PLDRB held a public hearing on the agenda item and recommended approval without changes. There were no public comments at the hearing.

### **Changes to the Proposed Amendment Since 1<sup>st</sup> Reading**

City Council held a transmittal public hearing on the proposed amendment on December 5, 2018. The proposed amendment was then transmitted to the State Land Planning Agency (Department of Economic Opportunity (DEO)) and other State agencies after the public hearing. The DEO provided an Objections, Recommendations, and Comments (ORC) Report to the City after reviewing the proposed amendment. There were no objections to the amendment but DEO did provide a recommendation that the City adopt a policy in the Future Land Use Element, per Florida Statutes, to “expressly” approve the proposed development – “Colbert Preserve/Roberts Pointe Master Planned Development Area” with a development limit of 1,500 dwelling units and 200,000 sq. ft. of non-residential uses. As recommended by DEO, staff is proposing to include Policy 1.1.2.7 in the Future Land Use Element. Policy 1.1.2.7 reads as follows:

*“Colbert Preserve/Roberts Pointe Master Planned Development Area is approved with a maximum development of 1,500 dwelling units and 200,000 sq. ft. of non-residential uses. (See Future Land Use Map for Boundary of Subject Area)”.*

There were no other recommendations or comments or changes to the amendment.

## **DENSITY/INTENSITY AND POPULATION**

**Note: The analysis for comprehensive plan map amendments take into consideration the maximum development potential under the current and proposed land use category and represent the theoretical maximum development potential within the land use category.**

**The analysis for density/intensity and population comparison as well as the analysis of the theoretical maximum development potential includes consideration of the following policy from the Flagler County Comprehensive Plan:**

*Future Land Use Element Policy A.1.1.3 The location and extent of low intensity and high intensity mixed land use categories in accordance with the Future Land Use Map and the policies and descriptions of type, sizes, densities, and intensities of land use are outlined below: ...*

*(2)(b) Mixed Use - High Intensity - 3.1 to 10.0 residential units per gross acre. Retail and office, maximum FAR of .4. Residential uses shall occupy a minimum of 25% and a maximum of 60% of the development area. Retail and office uses shall occupy a minimum of 25% and a maximum of 50% of the development area. Open space uses shall occupy a minimum of 25% of the development site.*

**Since the FLUM designation provides for a range of development potential which requires both residential and retail uses, the analysis for existing development potential will assume that 50% will be residential use and 50% will be non-residential use.**

Currently, the 196+/- acre subject area currently has Flagler County FLUM designations of Mixed Use High Intensity (189+/- acres), and Industrial (7+/- acres). The proposed amendment will amend the Flagler County designations to City of Palm Coast designations of Mixed Use (196+/- acres). Additionally, the proposed amendment will include a policy on the FLUM to limit development on the parcels to be designated as part of the Colbert Preserve/Roberts Pointe MPD to 1500 dwelling units and 200,000 sq. ft. of non-residential uses. There are three parcels (12+/- acres of the total 196+/-acres) which will not be subject to the density or FAR limitation policy.

As shown in Table 1, the proposed amendment will have a potential net increase of 741 dwelling units. This is with the assumption of the density limit (1500 d.u. for a portion of the subject area) and that the remaining area (12+/- acres) will be developed solely for residential uses.

As shown in Table 2, the proposed amendment will have the potential to reduce the non-residential development in the subject area by 1,294,979 sq. ft. This reduction in maximum potential for non-residential development can be attributed to the policy to limit non-residential development on 184 acres of the area to 200,000 sq. ft.

<b>TABLE 1 - FLUM DESIGNATION MAXIMUM DENSITY/INTENSITY ALLOWED (RESIDENTIAL USE)</b>					
		<b># of Acres</b>	<b>Maximum Density</b>	<b>Maximum # of units<sup>(1)</sup> (2), (3)</b>	<b>Population (2.4 persons/d.u.)</b>
<b>Proposed FLUM:</b>	<b>Mixed Use - subject to policy limit of 1500 units</b>	184.0	1500 Units*	1,500	3,600
	<b>Mixed Use</b>	12.2	15 units/acre	183	439
	<b>Sub-total</b>			<b>1,683</b>	<b>4,039</b>
<b>Current FLUM:</b>	<b>Mixed Use: High Intensity*</b>	188.5	10 units/acre	943	2,262
<b>NET CHANGE</b>				741	1,777
<b>Footnotes:</b>					
<i><sup>(1)</sup> Max. # of units = # of Acres X Maximum Density</i>					
<i><sup>(2)</sup> Proposed amendment will limit residential development on 184 acres to to 1500 dwelling units. An additional 12.2 acres of Mixed Use land will not be subject o density limitation.</i>					
<i><sup>(3)</sup> See note above regarding development potential for Mixed Use High Intensity.</i>					

<b>TABLE 2 - FLUM DESIGNATION MAXIMUM DENSITY/INTENSITY ALLOWED (NON-RESIDENTIAL USE)</b>				
	<b># of Acres</b>	<b>Maximum FAR <sup>(1)</sup></b>	<b>Maximum Sq. Ft. <sup>(1), (2), (3)</sup></b>	
<b>Proposed FLUM:</b>	<b>Mixed Use - subject to policy limit of 200,000 sq. ft. of non-residential use</b>			
	184	200000	200000	
	<b>Mixed Use</b>	12.2	0.55	292288
			<b>Sub-total</b>	<b>492288</b>
<b>Current FLUM:</b>	<b>Mixed Use: High Intensity</b>			
	188.5	0.40	1642212	
	<b>Industrial</b>	7.4	0.45	145055
			<b>Sub-total</b>	<b>1787267</b>
<b>NET CHANGE</b>				<b>-1294979</b>
<b>Footnotes:</b>				
<sup>(1)</sup> Max Sq. Ft. = # of Acres X Max. FAR X 43560 sq.ft/acre				
<sup>(2)</sup> Proposed amendment will limit non-residential sq. ft. on 184 acres to 200,000 Sq. Ft. An additional 12.19 acres of Mixed Use land will not be subject to intensity limitation.				
<sup>(3)</sup> See note above regarding development potential for Mixed Use High Intensity.				

**PUBLIC FACILITIES AVAILABILITY/IMPACT ANALYSIS (BASED ON THEORETICAL YIELD OF MAXIMUM DEVELOPMENT POTENTIAL)**

***Objective 1.1.3-Evaluation of Amendments to the FLUM***

*Review proposed amendments to the Future Land Use Map (FLUM) based upon environmental conditions, the availability of facilities and services, school capacity, compatibility with surrounding uses, and other generally accepted land use planning principles.*

*Policy 1.1.3.2 - At a minimum, infrastructure availability and capacity, specified as follows, shall be considered when evaluating proposed FLUM amendments:*

- A. Existing and future capacity of roadways based on functional classifications and best available data for traffic modeling. For the purposes of evaluating capacity, roadway improvements programmed in the FDOT 5-year Work Plan or listed in either the City or the County 5-year Capital Improvement Program shall be considered.*
- B. Large-scale, high-intensity commercial projects shall be concentrated at intersections of the following arterials*
- C. Existing and future availability and capacity of central utility systems.*
- D. Availability and capacity of receiving watercourses and drainage systems to convey design storm events.*

**PUBLIC FACILITIES CAPACITY/IMPACT ANALYSIS**

As previously stated the analysis for comprehensive plan map amendments are based on the maximum development potential under the current and proposed land use category and represents the infrastructure impacts based on the potential maximum development. Based on an analysis of the development potential under the existing and proposed FLUM with consideration of the proposed policy to limit development on a majority of the subject parcel to 1500 dwelling units and 200,000 sq. ft. of non-residential use, the proposed FLUM amendment will result in a decrease in the impact on most public facilities with the exception of solid waste, parks, and schools. The results of the net impact analysis are shown on Table 3, and are summarized below:

At the time of site plan review or during the platting process, a more in-depth analysis on the availability of public infrastructure to serve the proposed project is conducted.

**Transportation**

The proposed FLUM amendment along with the proposed policy to limit development will have a net potential decrease of 2,605 peak hour trips.

**Potable Water**

The proposed FLUM amendment along with the proposed policy to limit development will have a net potential decrease in demand for potable water of 52,620 Gallons/Day.

**Wastewater**

The proposed FLUM amendment along with the proposed policy to limit development will have a net potential decrease in demand for sanitary sewer treatment of 19,609 Gallons/Day.

**Solid Waste**

The proposed FLUM amendment will have a maximum potential net increase of 11,530 lbs. of solid waste/day. The City currently has an interlocal agreement with Volusia County for solid waste disposal. There is adequate capacity at the Volusia County landfill to accommodate the additional demand.

**Public Recreation and Open Space**

The proposed FLUM amendment will have a maximum potential net increase in demand of 10.7 acres of park facilities.

**Public Schools**

The proposed FLUM amendment will have a potential net increase in demand for 185 student stations. At the time of site plan review or final plat for residential development, the developer will be required to meet the concurrency requirements for school facilities.

**Stormwater**

N/A. Stormwater treatment facilities are reviewed for consistency with LOS during site plan review.

**Table 3 Public Facilities Impact Analysis\***

Density <sup>(1)</sup>	# of units/sq. ft.	Transportation (PHT) <sup>(2)</sup>	Potable Water (GPD) <sup>(3)</sup>	Sanitary Sewer (GPD) <sup>(4)</sup>	Solid Waste (lbs./capita/day) <sup>(5)</sup>	Recreation and Parks (8 acres/1000 pop.) <sup>(6)</sup>	Public Education (students) <sup>(7)</sup>	Stormwater Drainage <sup>(8)</sup>
<b>Proposed FLUM designation</b>								
Mixed Use (183.8 acres)*	1500	1515	450,000.0	295,200.0	30,996.0	28.8	498	N/A
Mixed Use (183.8 acres)*-same acreage as above	200,000	742	34,000.0	20,000.0	0.0	0.0	0	N/A
Mixed Use (12.2 ac.) @.55 FAR	292,048	1,083	49,648.2	29,204.8	0.0	0.0	0	N/A
<b>34% trip reduction for non-residential use pass-by trips</b>		<b>621</b>						
<b>Total</b>		<b>2720</b>	<b>533648</b>	<b>344405</b>	<b>30996</b>	<b>29</b>	<b>498</b>	<b>N/A</b>
<b>Current FLUM designation</b>								
Mixed Use-High Intensity (188.5 ac.) 188.5 acres @ 10 units/acre = 1885 d.u.	1885 Max. 942	951	282,600.0	185,385.6	19,465.5	18.1	313	N/A
Mixed Use-High Intensity (188.5 ac.) @ .40 FAR	3284424 Max. 1642212	6,093	279,176.0	164,221.2	0.0	0.0	0	N/A
Industrial (7.35 acres) 7.35 acres @ .45 FAR	144,075	535	24,492.7	14,407.5	0.0	0.0	0	N/A
<b>34% trip reduction for non-residential use pass-by trips</b>		<b>2,253</b>						
<b>Total</b>		<b>5325</b>	<b>586269</b>	<b>364014</b>	<b>19465</b>	<b>18</b>	<b>313</b>	
<b>Net Change</b>		<b>-2,605.5</b>	<b>-52,620.6</b>	<b>-19,609.5</b>	<b>11,530.5</b>	<b>10.7</b>	<b>185</b>	<b>N/A</b>

\*Proposed FLUM amendment includes policy to limit development potential to 1500 dwelling units and 200,000 sq. ft. of non-residential uses in areas to be designated as Colbert Preserve/Roberts Pointe Master Planned Development Area

Footnotes:

- <sup>(1)</sup> Calculation of Density: Lot Size (acre)\*# of units/acre. Proposed FLUM amendment includes policy that limits development potential.
- <sup>(1)</sup> Calculation of Intensity: Lot Size (acre)\*FAR\*43560. Proposed FLUM amendment includes policy that limits development potential on certain parcels.
- <sup>(2)</sup> Transportation: Residential PM Peak Hour Trips (PHT), Residential Development: = # of units\*1.01 PM-PHT
- <sup>(2)</sup> Transportation: Non-residential PM Peak Hour Trips (PHT), Mixed Use = ITE Code 820: Shopping Center = 3.71/1000 sq. ft. (with 34% reduction for pass-by trips)
- <sup>(2)</sup> Transportation: Non-residential PM Peak Hour Trips (PHT), Industrial (Flagler County designation) = ITE Code 820: Shopping Center = 3.71/1000 sq. ft. (with 34% reduction for pass-by trips)
- <sup>(3)</sup> Potable Water: Residential = # of units\*2.4\*125 gallons/capita/day
- <sup>(3)</sup> Potable Water: Commercial = 17 gpd/100 sq. ft.
- <sup>(4)</sup> Wastewater: Residential = # of units\*2.4\*82 gallons/capita/day
- <sup>(4)</sup> Wastewater: Commercial = 10 gpd/100 sq. ft.
- <sup>(5)</sup> Solid Waste: Residential Demand = # of units\*2.40\*8.61 lbs/capita/day
- <sup>(5)</sup> Solid Waste: No Level of Service Requirement for Non-residential
- <sup>(6)</sup> Recreation and Parks: Residential Demand = # of units \* 2.40 \*8 acres/1000 persons
- <sup>(6)</sup> Recreation and Parks = No LOS Requirement for Non-residential
- <sup>(7)</sup> Public Education Residential: = Based on multiplier provided by Flagler County School District. See Table 3.
- <sup>(7)</sup> Public Education Non-Residential = No LOS Requirement for Non-residential
- <sup>(8)</sup> Stormwater/Drainage: Stormwater Treatment will be reviewed for consistency with adopted LOS, during site plan approval process.

**ENVIRONMENTAL/CULTURAL RESOURCES ANALYSIS**

**Objective 1.1.3-Evaluation of Amendments to the FLUM**

Review proposed amendments to the Future Land Use Map (FLUM) based upon environmental conditions, the availability of facilities and services, school capacity, compatibility with surrounding uses, and other generally accepted land use planning principles.

Policy 1.1.3.1- At a minimum, the following environmental factors shall be evaluated each time FLUM amendments are proposed:

- A. Topography and soil conditions including the presence of hydric soils.
- B. Location and extent of floodplains and the Coastal Planning Area, including areas subject to seasonal or periodic flooding.

- C. *Location and extent of wetlands, certain vegetative communities, and protected wildlife species.*
- D. *Location and extent of other environmentally sensitive features.*
- E. *Proximity to wellfields and aquifer recharge areas.*
- F. *Impacts to potable water supply.*

An Environmental Analysis (EA) is attached to the staff report. The EA indicates no significant impact as a result of the proposed FLUM amendment.

#### **LAND USE COMPATIBILITY ANALYSIS**

*Policy 1.1.3.3 – At a minimum, compatibility with proximate uses and development patterns shall be considered when evaluating proposed FLUM amendments.*

- A. *This policy shall not be construed to mean that different categories of uses are inherently incompatible; rather, it is intended to promote the use of transitional areas where densities and intensities can be appropriately scaled.*
- B. *Buffers are encouraged as an effective means of transition between areas where there is a greater degree of disparity in terms of densities and intensities.*
- C. *Impacts to the health, safety, and welfare of surrounding residents shall be considered.*

#### Surrounding Future Land Use Map Designation:

North: Mixed Use: High Intensity (Flagler County)

South: Mixed Use (City of Palm Coast)

East: Commercial: High Intensity, Residential: Low Density/Rural Estate (Flagler County), Mixed Use (Flagler Beach)

West: Mixed Use: Low Intensity (Flagler County), Mixed Use & Residential (City of Palm Coast)

#### Surrounding Zoning Designation:

North: Planned Unit Development (PUD) (Flagler County)

South: Neighborhood Commercial (COM-1), Multi-family Residential-2 (MFR-2) (City of Palm Coast)

East: Planned Unit Development (PUD) (Flagler County), Planned Unit Development (PUD) (Flagler Beach)

West: Planned Unit Development (PUD) (Flagler County), General Commercial (COM-2) (City of Palm Coast), and Master Planned Development (MPD) (City of Palm Coast)

#### Surrounding Property Existing Uses:

North: Vacant

South: Multi-family residential, Vacant

East: Vacant

West: Vacant

The proposed FLUM amendment is consistent with the land use designations in the proximate area. The proposed Mixed Use land use designation is appropriate and consistent with properties to the north, west, and south.

The properties east of Roberts Road are a mix of Commercial High Intensity and Residential Low-density/Rural Estate designations. The proposed Mixed Use designation is generally consistent with the designations to the east. However, it is recognized that site design considerations such as buffers, landscaping, and architectural standards will need to be carefully reviewed to ensure the compatibility between potential differences in intensity and height of the development on either side of Roberts Road.

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**CONSISTENCY WITH COMPREHENSIVE PLAN**

In addition to being consistent with Objective 1.1.3 and Policy 1.1.3.3 which establishes the criteria for review of Future Land Use Map Amendments as provided in the previous section. The proposed amendment is consistent with the following policies in the Comprehensive Plan:

*Policy 1.3.1.1 - The City shall ensure that the location and timing of new development is coordinated with the provision of public facilities through the use of growth management measures being included in the LDC such as development phasing, programming, and appropriate sizing of public facilities.*

**Analysis: The proposed amendments are consistent with Policy 1.3.1.1, the public facilities impacts can be accommodated by the existing infrastructure capacity. The need to extend water or wastewater mains to the facility will be the responsibility of the developer/property owner.**

*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.*

**Analysis: The proposed amendment is consistent with Policy 1.4.2.1, the proposed amendment has the potential to intensify residential uses in the area, however, the proposed amendment also recognizes the need to provide services (commercial, retail, office, or industrial) to the potential residential development by retaining a balance of the subject area for non-residential uses.**

*Objective 3.4.1 – Diversity in Housing Opportunities*

*Policy 3.4.1.1 – Through the FLUM and the zoning district regulations of the LDC, the City shall make provisions to supply land that can be developed with various types of residential uses, including single-family homes of various sizes, duplexes, multi-family dwellings, and residential units in mixed use development.*

**Analysis: The proposed amendment is consistent with Comprehensive Plan Objective and Policy to provide opportunities to diversify housing opportunities in the City. The Mixed Use land use designation provides an opportunity to have zoning designations that would allow greater flexibility in density, size, and housing types.**

*Policy 5.1.3.2 – The City shall designate urban densities or intensities on the Future Land Use Map only in areas that have sufficient existing or planned capacity for potable water facilities and wastewater facilities where connection is available consistent with Policies 1.1.1.2 and 1.1.3.2. For the purposes of this Plan, any residential density exceeding one (1) dwelling unit per acre shall be deemed to be an urban density.*

*Policy 5.2.2.3 – The City shall designate urban densities or intensities on the Future Land Use Map only in areas that have sufficient existing or planned capacity for sanitary sewer facilities and where connection is available as set forth in State law and City regulations. The City shall minimize the use of septic tanks in accordance with the provisions of Objective 5.2.3 and policies implementing that objective. For the purpose of this Plan, any residential density exceeding one (1) dwelling unit per acre shall be deemed to be an urban density.*

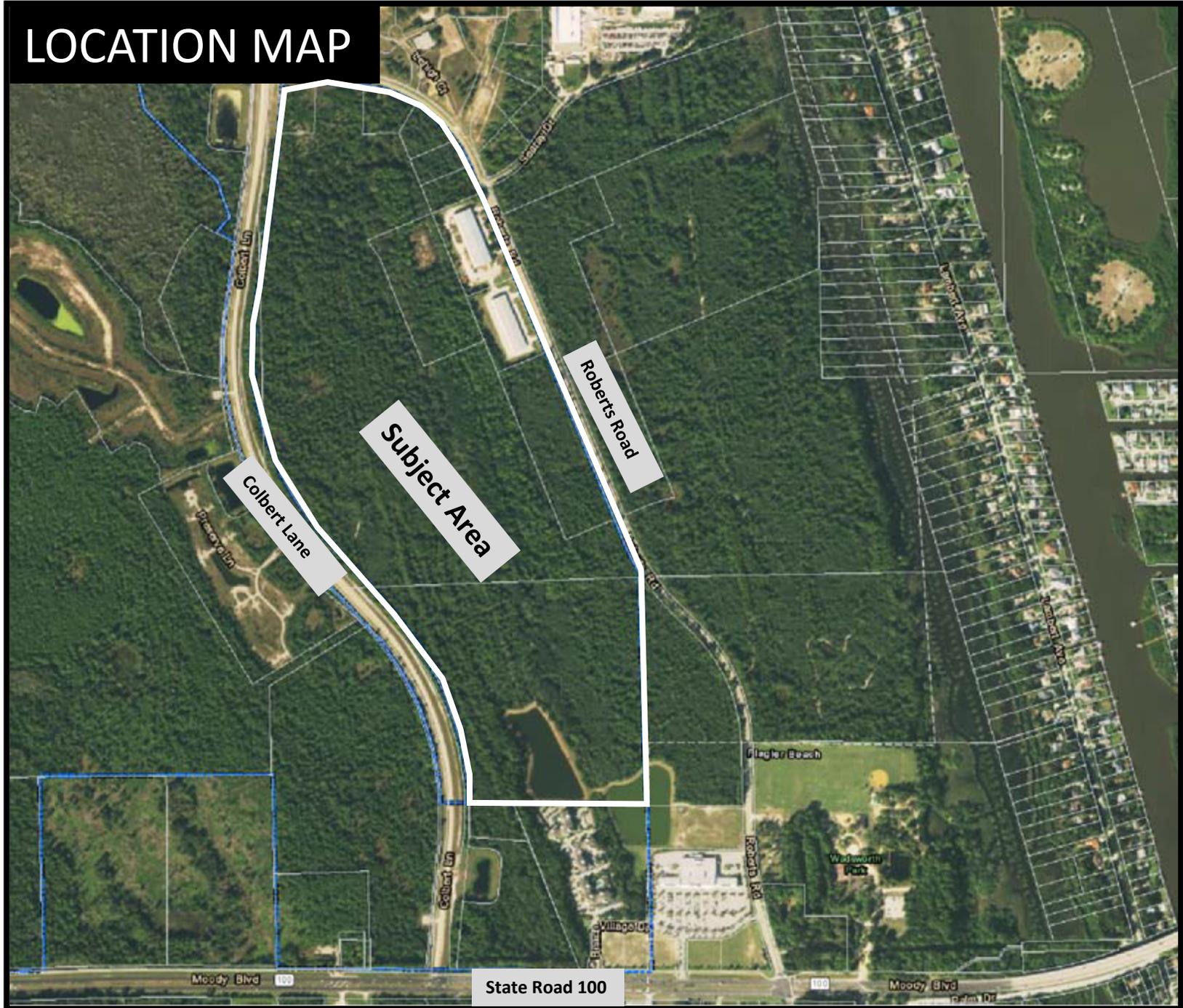
**Analysis: The proposed amendment to Mixed Use designation is consistent with Comprehensive Plan policy to create urban densities or intensities in areas that have sufficient existing or planned capacity for potable water and wastewater facilities.**

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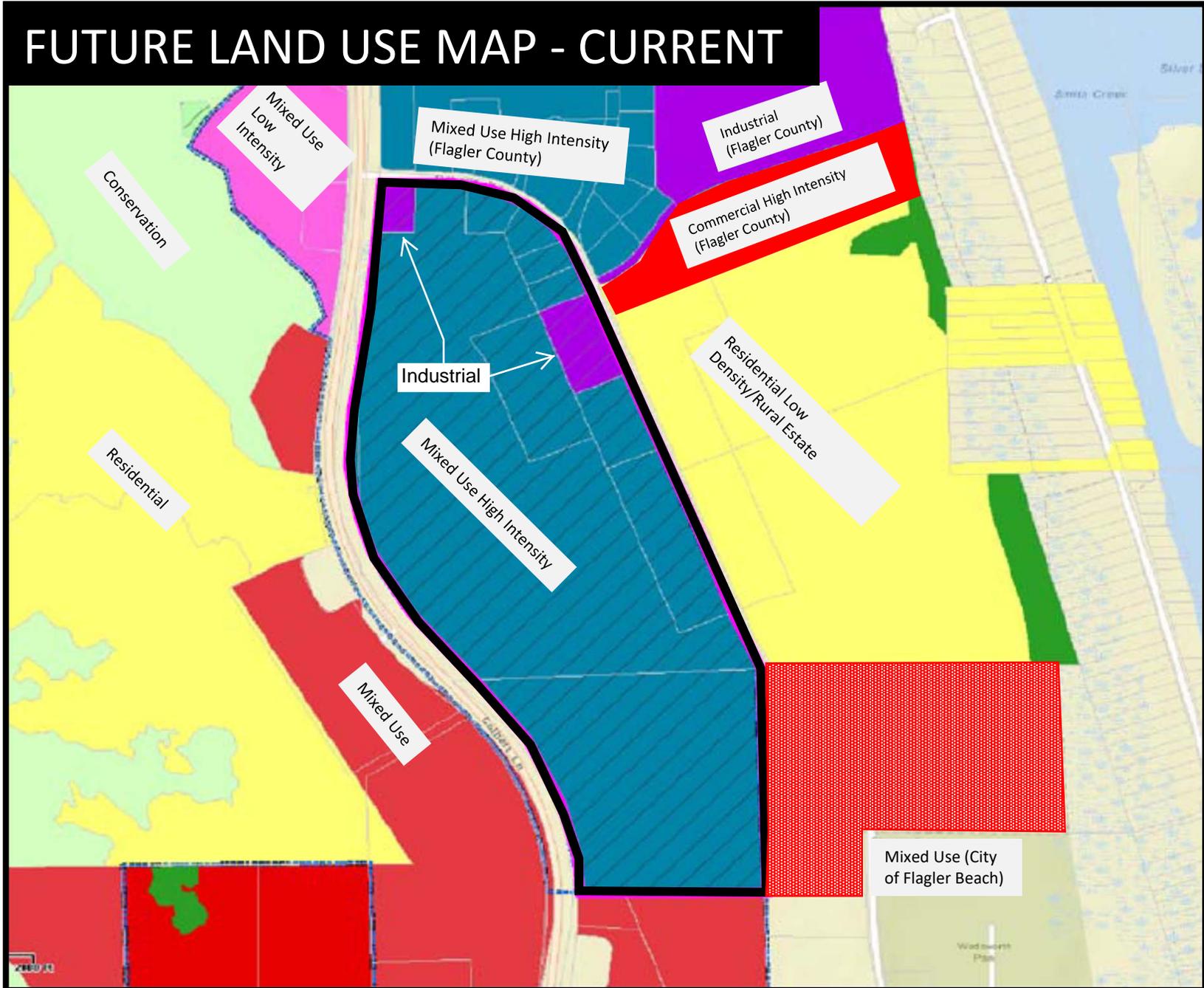
**RECOMMENDATION**

Staff recommends approval of the proposed Comprehensive Plan amendment including proposed new Policy 1.1.2.7.

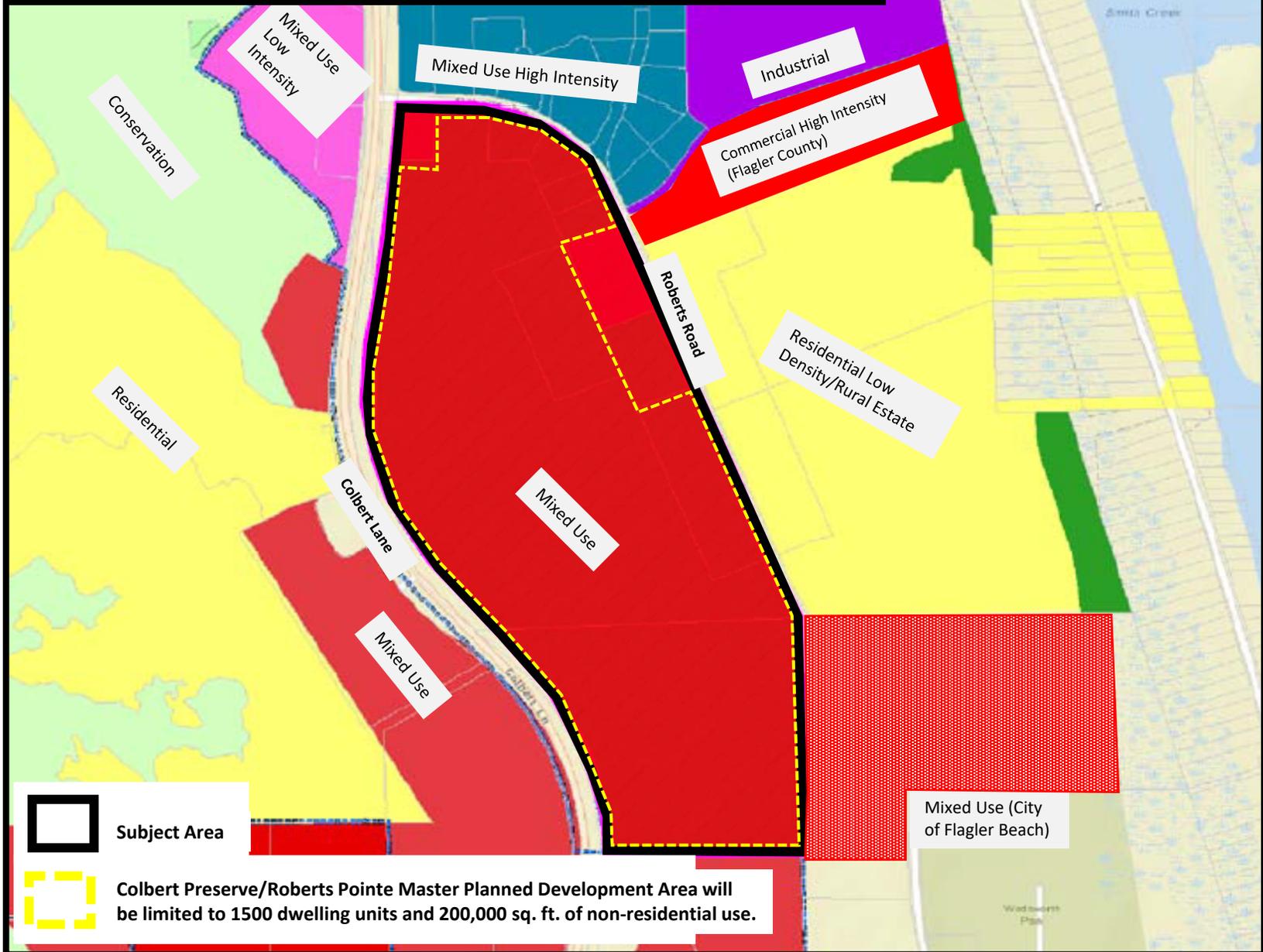
# LOCATION MAP



# FUTURE LAND USE MAP - CURRENT



# FUTURE LAND USE MAP - PROPOSED



# City of Palm Coast, Florida Agenda Item

Agenda Date : 3/20/2018

<b>Department Item Key</b>	PLANNING	<b>Amount Account #</b>
<b>Subject</b>	ORDINANCE 2017-XX A ZONING MAP AMENDMENT FROM INDUSTRIAL (FLAGLER COUNTY DESIGNATION) TO GENERAL COMMERCIAL (COM-2) FOR A 2+/- ACRE PARCEL LOCATED AT THE SOUTHEAST CORNER OF COLBERT LANE AND ROBERTS ROAD	
<p><b>Background :</b>  <u><b>Update from the December 5, 2017 Business Meeting.</b></u>            City Council heard this item at their December 5, 2017 Business Meeting. There were no changes suggested to this item.</p> <p><u><b>Original background from the December 5, 2017 Business Meeting.</b></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 2 ± acres and generally located at the southeast corner of Colbert Lane and Roberts Rd. The proposed rezoning will amend the zoning designation for the subject property from Industrial (Flagler County designation) to General Commercial (COM-2) (City of Palm Coast designation).            The intent of the proposed rezoning is to provide a zoning designation that would allow a variety of commercial uses which may serve the emerging residential uses in the surrounding area. 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:</p> <ul style="list-style-type: none"> <li>- the proposed rezoning is consistent with the Comprehensive Plan,</li> <li>- the proposed rezoning does not negatively impact the existing public facilities, and</li> <li>- the proposed rezoning is in an area appropriate for commercial uses and may serve the impending residential uses in the area,</li> <li>- finally, the designation does not cause a nuisance or threat to the general welfare and safety of the public.</li> </ul>		
<p><b>Recommended Action :</b> Planning Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that the City Council approve Application # 3418 to rezone 2 +/- acres from Industrial (Flagler County designation) to General Commercial (COM-2) (City of Palm Coast designation).</p>		

**ORDINANCE 2017 - \_\_\_\_\_**  
**REZONING OF TUESDAY CORPORATION PROPERTY**

**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 ZONING DESIGNATION FOR APPROXIMATELY 2+/- ACRES OF CERTAIN REAL PROPERTY FROM FLAGLER COUNTY DESIGNATION OF INDUSTRIAL TO CITY OF PALM COAST DESIGNATION OF GENERAL COMMERCIAL (COM-2) AS DESCRIBED IN MORE DETAIL IN THE LEGAL DESCRIPTION WHICH IS AN EXHIBIT TO THIS ORDINANCE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE**

**WHEREAS**, the Subject Property as more particularly described in Exhibit “A” to this Ordinance is approximately 2 acres and was annexed into the City of Palm Coast on October 2015; and

**WHEREAS**, the City now intends to change the zoning of the subject property from Flagler County designation of Industrial to City of Palm Coast designation of General Commercial (COM-2); and

**WHEREAS**, the City Staff and Planning and Land Development Regulation Board and of the City of Palm Coast have recommended approval of this Ordinance and the Planning and Land Development Regulation Board has found this requested change consistent with the City of Palm Coast Comprehensive Plan; and

**WHEREAS**, the City Council has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of City staff, and the recommendation of the Planning and Land Development Regulation Board which voted to recommend Approval at the regularly scheduled meeting conducted on \_\_\_\_\_; and

**WHEREAS**, the City Council of the City of Palm Coast held duly noticed public hearings on the proposed zoning change set forth hereunder 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 finds the requested change consistent with the City of Palm Coast Comprehensive Plan and that sufficient,

competent, and substantial evidence supports the zoning change set forth hereunder; and

**WHEREAS,** the City Council of the City of Palm Coast hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Palm Coast, Florida.

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

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

**SECTION 2. Rezoning of Subject Property**  
The zoning designation for subject parcel is hereby changed from Flagler County Designation of Industrial to City of Palm Coast designation of General Commercial (COM-2). (See Exhibit “B”)

**SECTION 3. Conflicts.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

**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 immediately upon the effective date of Ordinance No. 2017-\_\_\_\_\_ as adopted by the City Council of the City of Palm Coast, Florida, and pursuant to the City Charter. If Ordinance No. 2017-\_\_\_\_\_ does not become effective, then this Ordinance shall become null and void.

**APPROVED** on first reading the \_\_\_\_ day of \_\_\_\_\_ 2017, at a public hearing.

**ADOPTED** on the second reading the \_\_\_\_ day of \_\_\_\_\_ 2017, at a

public hearing.

**CITY OF PALM COAST, FLORIDA**

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Milissa Holland, Mayor

**ATTEST:**

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Virginia A. Smith, City Clerk

Approved as to form and legality

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William E. Reischmann, Jr.  
City Attorney

**EXHIBIT A**  
**LEGAL DESCRIPTION**

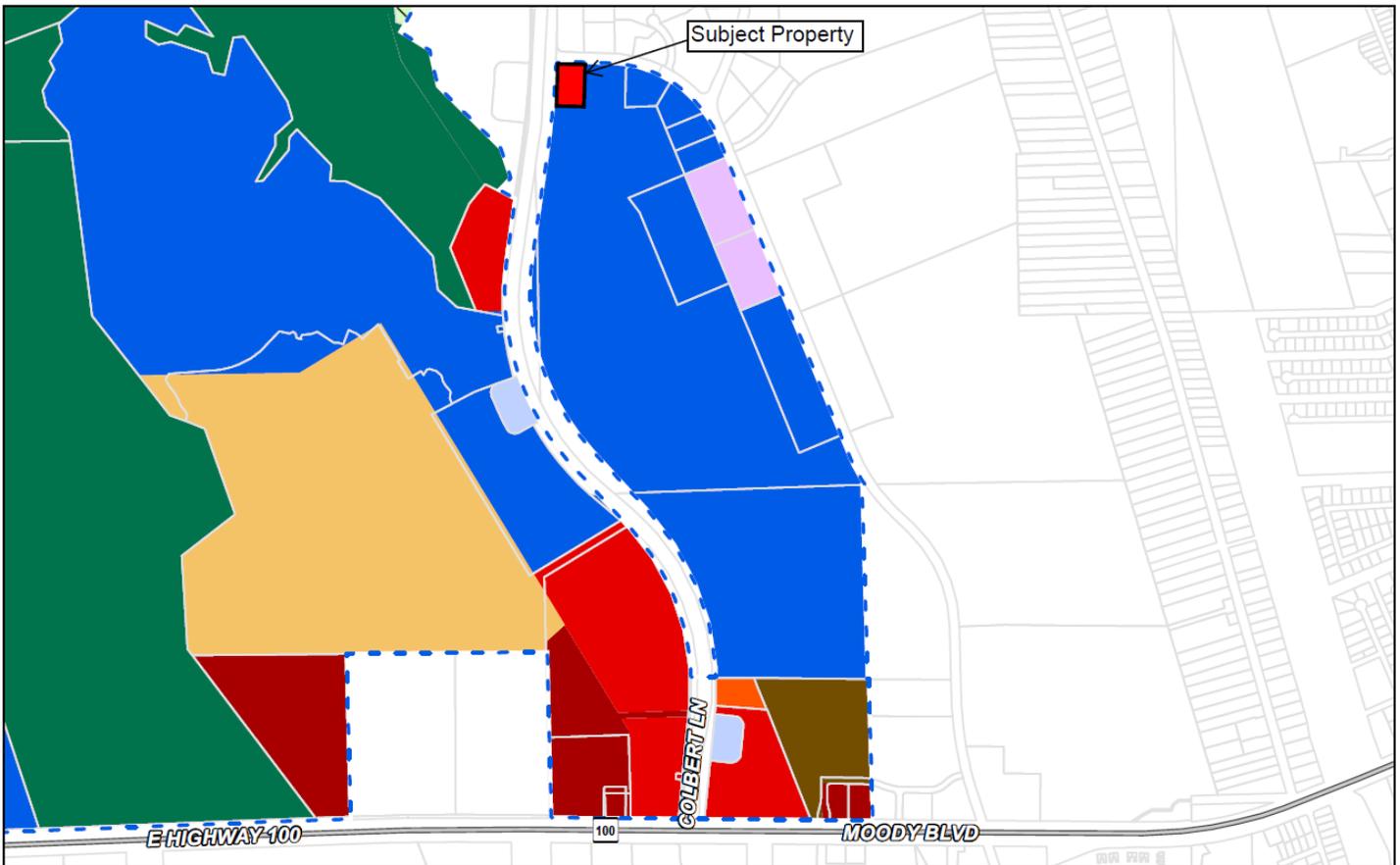
PARCEL 521.02

DESCRIPTION:

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

A POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF GOVERNMENT SECTION 2, THENCE NORTH 01° 13' 06" WEST ALONG THE WEST LINE OF SECTION 2 A DISTANCE OF 3187.53 FEET, THENCE DEPARTING SAID SECTION LINE NORTH 88° 46' 54" EAST A DISTANCE OF 154.23 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COLBERT LANE (200' R/W) AND THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING ON A CURVE, THENCE 317.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 02° 21' 02", A RADIUS OF 7734.00 FEET, A CHORD BEARING OF NORTH 04° 05' 50" EAST AND A CHORD DISTANCE OF 317.25 FEET TO A POINT OF REVERSE CURVATURE, THENCE 77.96 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (CONCAVE SOUTHEASTERLY) HAVING A CENTRAL ANGLE OF 09° 20' 15", A RADIUS OF 50.00 FEET, A CHORD BEARING OF NORTH 47° 35' 27" EAST AND A CHORD DISTANCE OF 70.30 FEET TO A POINT OF TANGENCY, THENCE SOUTH 07° 44' 26" EAST A DISTANCE OF 187.45 FEET, THENCE SOUTH 02° 15' 34" WEST A DISTANCE OF 361.36 FEET, THENCE NORTH 00° 55' 51" WEST A DISTANCE OF 247.67 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**  
**Zoning Map Amendment**



**Proposed Zoning Map**

Palm Coast City Limits



**Zoning Districts**

- |       |       |
|-------|-------|
| MPD   | IND-1 |
| COM-1 | MFR-2 |
| COM-2 | PRS   |
| COM-3 | PSP   |
|       | SFR-1 |



**Map Provided by the GIS Division**

**Date: 12/15/2016**

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



**COMMUNITY DEVELOPMENT DEPARTMENT  
STAFF REPORT  
November 20, 2017**

**OVERVIEW**

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<b>Case Number:</b>	3194
<b>Applicant:</b>	City of Palm Coast
<b>Size of subject property:</b>	Approximately 196 acres
<b>Property Description/Location:</b>	An approximately 196 acre area located east of Colbert Lane and west of Roberts Road and approximately 1200' north of State Road 100.
<b>Property Owner(s):</b>	See Parcel ID List
<b>Real Estate ID #:</b>	See Parcel ID List
<b>Current FLUM Designation:</b>	Mixed Use High Intensity (189+/- acres), and Industrial (7+/- acres) – Flagler County designations
<b>Current Zoning Designation:</b>	Mixed Use High Intensity-Planned Unit Development (184+/- acres) and Industrial (12+/- acres) – Flagler County designations
<b>Current Use:</b>	Vacant
<b>Requested Action:</b>	<p>Large-scale Future Land Use Map (FLUM) amendment for an approximately 196 acre parcel from current Flagler County designations of Mixed Use High Intensity (189+/- acres), and Industrial (7+/- acres) to City of Palm Coast designations of Mixed Use (196+/- acres). Proposed amendment will include a policy to limit development on the parcels to be designated as part of the Colbert Preserve/Roberts Pointe MPD to 1500 dwelling units and 200,000 sq. ft. of non-residential uses.</p> <p>There is a companion zoning map amendment that will change the zoning on the designated parcels to be consistent with the FLUM designations of the subject property.</p>
<b>Recommendation:</b>	Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that City Council approve the Transmittal of the FLUM amendment to the State Land Planning Agency.
<b>Project Planner:</b>	José Papa, AICP, Senior Planner

## ANALYSIS

### BACKGROUND

The application is for a large-scale Future Land Use Map (FLUM) amendment for a 196 +/- acre subject area located east of Colbert Lane, west of Roberts Rd. and approximately 1200 feet north of State Road 100.

The subject parcel was annexed by the City of Palm Coast on October 6, 2015.

Currently, the 196 +/- acre subject area currently has Flagler County FLUM designations of Mixed Use High Intensity (189 +/- acres), and Industrial (7 +/- acres). The proposed amendment will amend the Flagler County designations to City of Palm Coast designations of Mixed Use (196 +/- acres). Additionally, the proposed amendment will include a policy on the FLUM to limit development on the parcels to be designated as part of the Colbert Preserve/Roberts Pointe MPD to 1500 dwelling units and 200,000 sq. ft. of non-residential uses. The Colbert Preserve/Roberts Pointe MPD serves as a companion application to the proposed FLUM amendment and covers approximately 184 acres of the subject area.

### Planning and Land Development Regulation Board (PLDRB) Action

On November 15, 2017, the PLDRB held a public hearing on the agenda item and recommended approval without changes. There were no public comments at the hearing.

### DENSITY/INTENSITY AND POPULATION

**Note: The analysis for comprehensive plan map amendments take into consideration the maximum development potential under the current and proposed land use category and represent the theoretical maximum development potential within the land use category.**

**The analysis for density/intensity and population comparison as well as the analysis of the theoretical maximum development potential includes consideration of the following policy from the Flagler County Comprehensive Plan:**

*Future Land Use Element Policy A.1.1.3 The location and extent of low intensity and high intensity mixed land use categories in accordance with the Future Land Use Map and the policies and descriptions of type, sizes, densities, and intensities of land use are outlined below: ...*

*(2)(b) Mixed Use - High Intensity - 3.1 to 10.0 residential units per gross acre. Retail and office, maximum FAR of .4. Residential uses shall occupy a minimum of 25% and a maximum of 60% of the development area. Retail and office uses shall occupy a minimum of 25% and a maximum of 50% of the development area. Open space uses shall occupy a minimum of 25% of the development site.*

**Since the FLUM designation provides for a range of development potential which requires both residential and retail uses, the analysis for existing development potential will assume that 50% will be residential use and 50% will be non-residential use.**

Currently, the 196 +/- acre subject area currently has Flagler County FLUM designations of Mixed Use High Intensity (189 +/- acres), and Industrial (7 +/- acres). The proposed amendment will amend the Flagler County designations to City of Palm Coast designations of Mixed Use (196 +/- acres). Additionally, the proposed amendment will include a policy on the FLUM to limit development on the parcels to be designated as part of the Colbert Preserve/Roberts Pointe MPD to 1500 dwelling units and 200,000 sq. ft. of non-residential uses. There are three parcels (12 +/- acres of the total 196 +/- acres) which will not be subject to the density or FAR limitation policy.

As shown in Table 1, the proposed amendment will have a potential net increase of 741 dwelling units. This is with the assumption of the density limit (1500 d.u. for a portion of the subject area) and that the remaining area (12+/- acres) will be developed solely for residential uses.

As shown in Table 2, the proposed amendment will have the potential to reduce the non-residential development in the subject area by 1,294,979 sq. ft. This reduction in maximum potential for non-residential development can be attributed to the policy to limit non-residential development on 184 acres of the area to 200,000 sq. ft.

<b>TABLE 1 - FLUM DESIGNATION MAXIMUM DENSITY/INTENSITY ALLOWED (RESIDENTIAL USE)</b>					
		<b># of Acres</b>	<b>Maximum Density</b>	<b>Maximum # of units<sup>(1)</sup>, (2), (3)</b>	<b>Population (2.4 persons/d.u.)</b>
<b>Proposed FLUM:</b>	<b>Mixed Use - subject to policy limit of 1500 units</b>	184.0	1500 Units*	1,500	3,600
	<b>Mixed Use</b>	12.2	15 units/acre	183	439
			<b>Sub-total</b>	<b>1,683</b>	<b>4,039</b>
<b>Current FLUM:</b>	<b>Mixed Use: High Intensity*</b>	188.5	10 units/acre	943	2,262
<b>NET CHANGE</b>				741	1,777
<b>Footnotes:</b>					
<sup>(1)</sup> Max. # of units = # of Acres X Maximum Density					
<sup>(2)</sup> Proposed amendment will limit residential development on 184 acres to to 1500 dwelling units. An additional 12.2 acres of Mixed Use land will not be subject o density limitation.					
<sup>(3)</sup> See note above regarding development potential for Mixed Use High Intensity.					

<b>TABLE 2 - FLUM DESIGNATION MAXIMUM DENSITY/INTENSITY ALLOWED (NON-RESIDENTIAL USE)</b>			
	<b># of Acres</b>	<b>Maximum FAR <sup>(1)</sup></b>	<b>Maximum Sq. Ft. <sup>(1), (2), (3)</sup></b>
<b>Proposed FLUM:</b>	<b>Mixed Use - subject to policy limit of 200,000 sq. ft. of non-residential use</b>		
	184	200000	200000
	<b>Mixed Use</b>	12.2	0.55
			<b>Sub-total</b>
			<b>492288</b>
<b>Current FLUM:</b>	<b>Mixed Use: High Intensity</b>		
	188.5	0.40	1642212
	<b>Industrial</b>	7.4	0.45
			<b>Sub-total</b>
			<b>1787267</b>
<b>NET CHANGE</b>			<b>-1294979</b>
<b>Footnotes:</b>			
<sup>(1)</sup> Max Sq. Ft. = # of Acres X Max. FAR X 43560 sq.ft/acre			
<sup>(2)</sup> Proposed amendment will limit non-residential sq. ft. on 184 acres to 200,000 Sq. Ft. An additional 12.19 acres of Mixed Use land will not be subject to intensity limitation.			
<sup>(3)</sup> See note above regarding development potential for Mixed Use High Intensity.			

**PUBLIC FACILITIES AVAILABILITY/IMPACT ANALYSIS (BASED ON THEORETICAL YIELD OF MAXIMUM DEVELOPMENT POTENTIAL)**

**Objective 1.1.3-Evaluation of Amendments to the FLUM**

Review proposed amendments to the Future Land Use Map (FLUM) based upon environmental conditions, the availability of facilities and services, school capacity, compatibility with surrounding uses, and other generally accepted land use planning principles.

Policy 1.1.3.2 - At a minimum, infrastructure availability and capacity, specified as follows, shall be considered when evaluating proposed FLUM amendments:

- A. Existing and future capacity of roadways based on functional classifications and best available data for traffic modeling. For the purposes of evaluating capacity, roadway improvements programmed in the FDOT 5-year Work Plan or listed in either the City or the County 5-year Capital Improvement Program shall be considered.
- B. Large-scale, high-intensity commercial projects shall be concentrated at intersections of the following arterials
- C. Existing and future availability and capacity of central utility systems.
- D. Availability and capacity of receiving watercourses and drainage systems to convey design storm events.

**PUBLIC FACILITIES CAPACITY/IMPACT ANALYSIS**

As previously stated the analysis for comprehensive plan map amendments are based on the maximum development potential under the current and proposed land use category and represents the infrastructure impacts based on the potential maximum development. Based on an analysis of the development potential under the existing and proposed FLUM with consideration of the proposed policy to limit development on a majority of the subject parcel to 1500 dwelling units and 200,000 sq. ft. of non-residential use, the proposed FLUM amendment will result in a decrease in the impact on most public facilities with the exception of solid waste, parks, and schools. The results of the net impact analysis are shown on Table 3, and are summarized below:

At the time of site plan review or during the platting process, a more in-depth analysis on the availability of public infrastructure to serve the proposed project is conducted.

**Transportation**

The proposed FLUM amendment along with the proposed policy to limit development will have a net potential decrease of 2,605 peak hour trips.

**Potable Water**

The proposed FLUM amendment along with the proposed policy to limit development will have a net potential decrease in demand for potable water of 52,620 Gallons/Day.

**Wastewater**

The proposed FLUM amendment along with the proposed policy to limit development will have a net potential decrease in demand for sanitary sewer treatment of 19,609 Gallons/Day.

**Solid Waste**

The proposed FLUM amendment will have a maximum potential net increase of 11,530 lbs. of solid waste/day. The City currently has an interlocal agreement with Volusia County for solid waste disposal. There is adequate capacity at the Volusia County landfill to accommodate the additional demand.

**Public Recreation and Open Space**

The proposed FLUM amendment will have a maximum potential net increase in demand of 10.7 acres of park facilities.

**Public Schools**

The proposed FLUM amendment will have a potential net increase in demand for 185 student stations. At the time of site plan review or final plat for residential development, the developer will be required to meet the concurrency requirements for school facilities.

**Stormwater**

N/A. Stormwater treatment facilities are reviewed for consistency with LOS during site plan review.

**Table 3 Public Facilities Impact Analysis\***

Density <sup>(1)</sup>	# of units/sq. ft.	Transportation (PHT) <sup>(2)</sup>	Potable Water (GPD) <sup>(3)</sup>	Sanitary Sewer (GPD) <sup>(4)</sup>	Solid Waste (lbs./capita/day) <sup>(5)</sup>	Recreation and Parks (8 acres/1000 pop.) <sup>(6)</sup>	Public Education (students) <sup>(7)</sup>	Stormwater Drainage <sup>(8)</sup>
<b>Proposed FLUM designation</b>								
Mixed Use (183.8 acres)*	1500	1515	450,000.0	295,200.0	30,996.0	28.8	498	N/A
Mixed Use (183.8 acres)*-same acreage as above	200,000	742	34,000.0	20,000.0	0.0	0.0	0	N/A
Mixed Use (12.2 ac.) @ .55 FAR	292,048	1,083	49,648.2	29,204.8	0.0	0.0	0	N/A
<b>34% trip reduction for non-residential use pass-by trips</b>		<b>621</b>						
<b>Total</b>		<b>2720</b>	<b>533648</b>	<b>344405</b>	<b>30996</b>	<b>29</b>	<b>498</b>	<b>N/A</b>
<b>Current FLUM designation</b>								
Mixed Use-High Intensity (188.5 ac.) 188.5 acres @ 10 units/acre = 1885 d.u.	1885 Max. 942	951	282,600.0	185,385.6	19,465.5	18.1	313	N/A
Mixed Use-High Intensity (188.5 ac.) @ .40 FAR	3284424 Max. 1642212	6,093	279,176.0	164,221.2	0.0	0.0	0	N/A
Industrial (7.35 acres) 7.35 acres @ .45 FAR	144,075	535	24,492.7	14,407.5	0.0	0.0	0	N/A
<b>34% trip reduction for non-residential use pass-by trips</b>		<b>2,253</b>						
<b>Total</b>		<b>5325</b>	<b>586269</b>	<b>364014</b>	<b>19465</b>	<b>18</b>	<b>313</b>	
<b>Net Change</b>		<b>-2,605.5</b>	<b>-52,620.6</b>	<b>-19,609.5</b>	<b>11,530.5</b>	<b>10.7</b>	<b>185</b>	<b>N/A</b>

\*Proposed FLUM amendment includes policy to limit development potential to 1500 dwelling units and 200,000 sq. ft. of non-residential uses in areas to be designated as Colbert Preserve/Roberts Pointe Master Planned Development Area

Footnotes:

- (1) Calculation of Density: Lot Size (acre)\*# of units/acre. Proposed FLUM amendment includes policy that limits development potential.
- (1) Calculation of Intensity: Lot Size (acre)\*FAR\*43560. Proposed FLUM amendment includes policy that limits development potential on certain parcels.
- (2) Transportation: Residential PM Peak Hour Trips (PHT), Residential Development: = # of units\*1.01 PM-PHT
- (2) Transportation: Non-residential PM Peak Hour Trips (PHT), Mixed Use = ITE Code 820: Shopping Center = 3.71/1000 sq. ft. (with 34% reduction for pass-by trips)
- (2) Transportation: Non-residential PM Peak Hour Trips (PHT), Industrial (Flagler County designation) = ITE Code 820: Shopping Center = 3.71/1000 sq. ft. (with 34% reduction for pass-by trips)
- (3) Potable Water: Residential = # of units\*2.4\*125 gallons/capita/day
- (3) Potable Water: Commercial = 17 gpd/100 sq. ft.
- (4) Wastewater: Residential = # of units\*2.4\*82 gallons/capita/day
- (4) Wastewater: Commercial = 10 gpd/100 sq. ft.
- (5) Solid Waste: Residential Demand = # of units\*2.40\*8.61 lbs/capita/day
- (5) Solid Waste: No Level of Service Requirement for Non-residential
- (6) Recreation and Parks: Residential Demand = # of units \* 2.40 \*8 acres/1000 persons
- (6) Recreation and Parks = No LOS Requirement for Non-residential
- (7) Public Education Residential: = Based on multiplier provided by Flagler County School District. See Table 3.
- (7) Public Education Non-Residential = No LOS Requirement for Non-residential
- (8) Stormwater/Drainage: Stormwater Treatment will be reviewed for consistency with adopted LOS, during site plan approval process.

**ENVIRONMENTAL/CULTURAL RESOURCES ANALYSIS**

**Objective 1.1.3-Evaluation of Amendments to the FLUM**

Review proposed amendments to the Future Land Use Map (FLUM) based upon environmental conditions, the availability of facilities and services, school capacity, compatibility with surrounding uses, and other generally accepted land use planning principles.

Policy 1.1.3.1- At a minimum, the following environmental factors shall be evaluated each time FLUM amendments are proposed:

- A. Topography and soil conditions including the presence of hydric soils.
- B. Location and extent of floodplains and the Coastal Planning Area, including areas subject to seasonal or periodic flooding.

- C. *Location and extent of wetlands, certain vegetative communities, and protected wildlife species.*
- D. *Location and extent of other environmentally sensitive features.*
- E. *Proximity to wellfields and aquifer recharge areas.*
- F. *Impacts to potable water supply.*

An Environmental Analysis (EA) is attached to the staff report. The EA indicates no significant impact as a result of the proposed FLUM amendment.

## LAND USE COMPATIBILITY ANALYSIS

*Policy 1.1.3.3 – At a minimum, compatibility with proximate uses and development patterns shall be considered when evaluating proposed FLUM amendments.*

- A. *This policy shall not be construed to mean that different categories of uses are inherently incompatible; rather, it is intended to promote the use of transitional areas where densities and intensities can be appropriately scaled.*
- B. *Buffers are encouraged as an effective means of transition between areas where there is a greater degree of disparity in terms of densities and intensities.*
- C. *Impacts to the health, safety, and welfare of surrounding residents shall be considered.*

### Surrounding Future Land Use Map Designation:

North: Mixed Use: High Intensity (Flagler County)

South: Mixed Use (City of Palm Coast)

East: Commercial: High Intensity, Residential: Low Density/Rural Estate (Flagler County), Mixed Use (Flagler Beach)

West: Mixed Use: Low Intensity (Flagler County), Mixed Use & Residential (City of Palm Coast)

### Surrounding Zoning Designation:

North: Planned Unit Development (PUD) (Flagler County)

South: Neighborhood Commercial (COM-1), Multi-family Residential-2 (MFR-2) (City of Palm Coast)

East: Planned Unit Development (PUD) (Flagler County), Planned Unit Development (PUD) (Flagler Beach)

West: Planned Unit Development (PUD) (Flagler County), General Commercial (COM-2) (City of Palm Coast), and Master Planned Development (MPD) (City of Palm Coast)

### Surrounding Property Existing Uses:

North: Vacant

South: Multi-family residential, Vacant

East: Vacant

West: Vacant

The proposed FLUM amendment is consistent with the land use designations in the proximate area. The proposed Mixed Use land use designation is appropriate and consistent with properties to the north, west, and south.

The properties east of Roberts Road are a mix of Commercial High Intensity and Residential Low-density/Rural Estate designations. The proposed Mixed Use designation is generally consistent with the designations to the east. However, it is recognized that site design considerations such as buffers, landscaping, and architectural standards will need to be carefully reviewed to ensure the compatibility between potential differences in intensity and height of the development on either side of Roberts Road.

## CONSISTENCY WITH COMPREHENSIVE PLAN

In addition to being consistent with Objective 1.1.3 and Policy 1.1.3.3 which establishes the criteria for review of Future Land Use Map Amendments as provided in the previous section. The proposed amendment is consistent with the following policies in the Comprehensive Plan:

*Policy 1.3.1.1 - The City shall ensure that the location and timing of new development is coordinated with the provision of public facilities through the use of growth management measures being included in the LDC such as development phasing, programming, and appropriate sizing of public facilities.*

**Analysis: The proposed amendments are consistent with Policy 1.3.1.1, the public facilities impacts can be accommodated by the existing infrastructure capacity. The need to extend water or wastewater mains to the facility will be the responsibility of the developer/property owner.**

*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.*

**Analysis: The proposed amendment is consistent with Policy 1.4.2.1, the proposed amendment has the potential to intensify residential uses in the area, however, the proposed amendment also recognizes the need to provide services (commercial, retail, office, or industrial) to the potential residential development by retaining a balance of the subject area for non-residential uses.**

*Objective 3.4.1 – Diversity in Housing Opportunities*

*Policy 3.4.1.1 – Through the FLUM and the zoning district regulations of the LDC, the City shall make provisions to supply land that can be developed with various types of residential uses, including single-family homes of various sizes, duplexes, multi-family dwellings, and residential units in mixed use development.*

**Analysis: The proposed amendment is consistent with Comprehensive Plan Objective and Policy to provide opportunities to diversify housing opportunities in the City. The Mixed Use land use designation provides an opportunity to have zoning designations that would allow greater flexibility in density, size, and housing types.**

*Policy 5.1.3.2 – The City shall designate urban densities or intensities on the Future Land Use Map only in areas that have sufficient existing or planned capacity for potable water facilities and wastewater facilities where connection is available consistent with Policies 1.1.1.2 and 1.1.3.2. For the purposes of this Plan, any residential density exceeding one (1) dwelling unit per acre shall be deemed to be an urban density.*

*Policy 5.2.2.3 – The City shall designate urban densities or intensities on the Future Land Use Map only in areas that have sufficient existing or planned capacity for sanitary sewer facilities and where connection is available as set forth in State law and City regulations. The City shall minimize the use of septic tanks in accordance with the provisions of Objective 5.2.3 and policies implementing that objective. For the purpose of this Plan, any residential density exceeding one (1) dwelling unit per acre shall be deemed to be an urban density.*

**Analysis: The proposed amendment to Mixed Use designation is consistent with Comprehensive Plan policy to create urban densities or intensities in areas that have sufficient existing or planned capacity for potable water and wastewater facilities.**

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## RECOMMENDATION

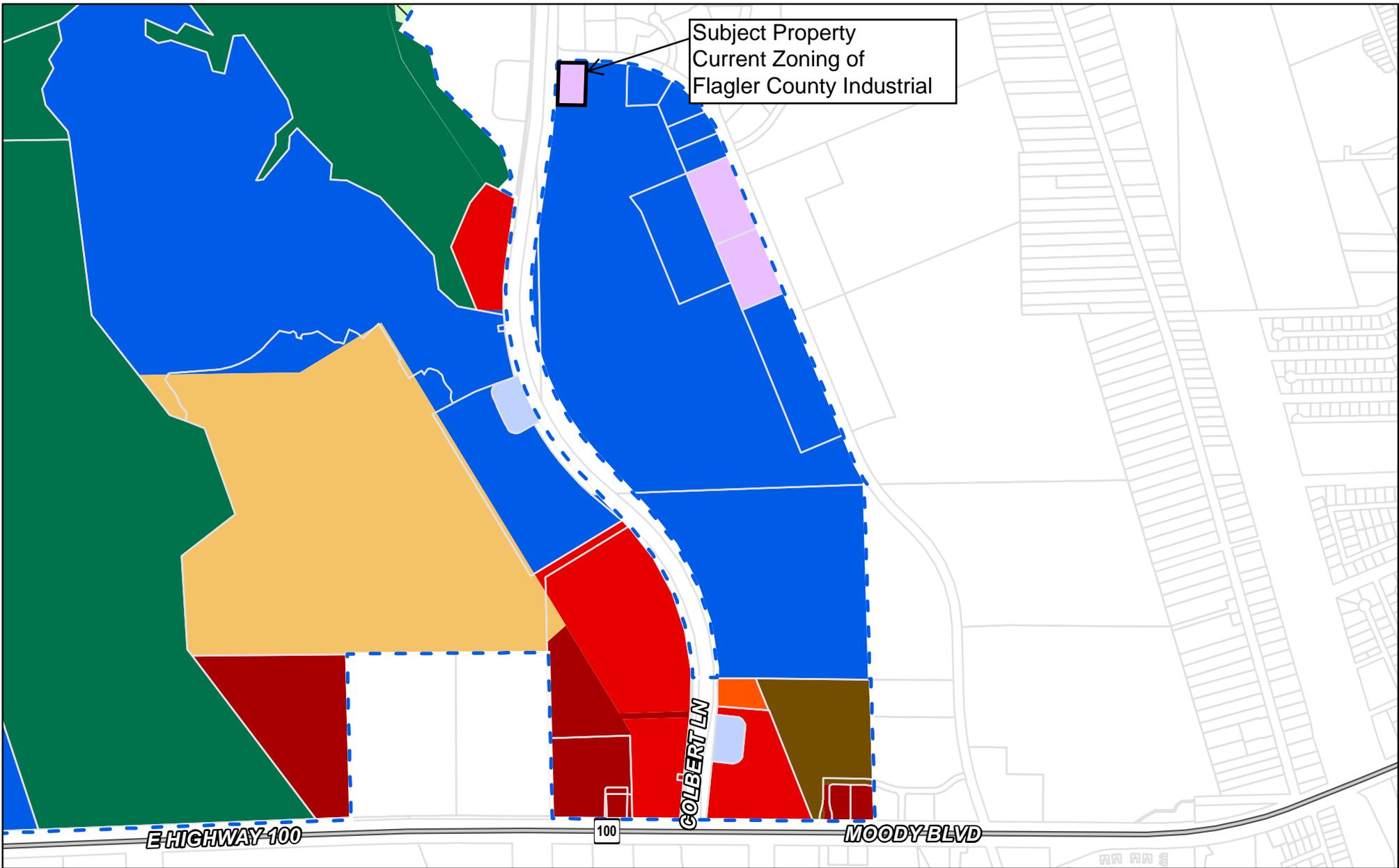
Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that City Council approve the Transmittal of the FLUM amendment to the State Land Planning Agency.

# Palm Coast Property Search & Land Use Map

## Location Map



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## Current Zoning Map

 Palm Coast City Limits



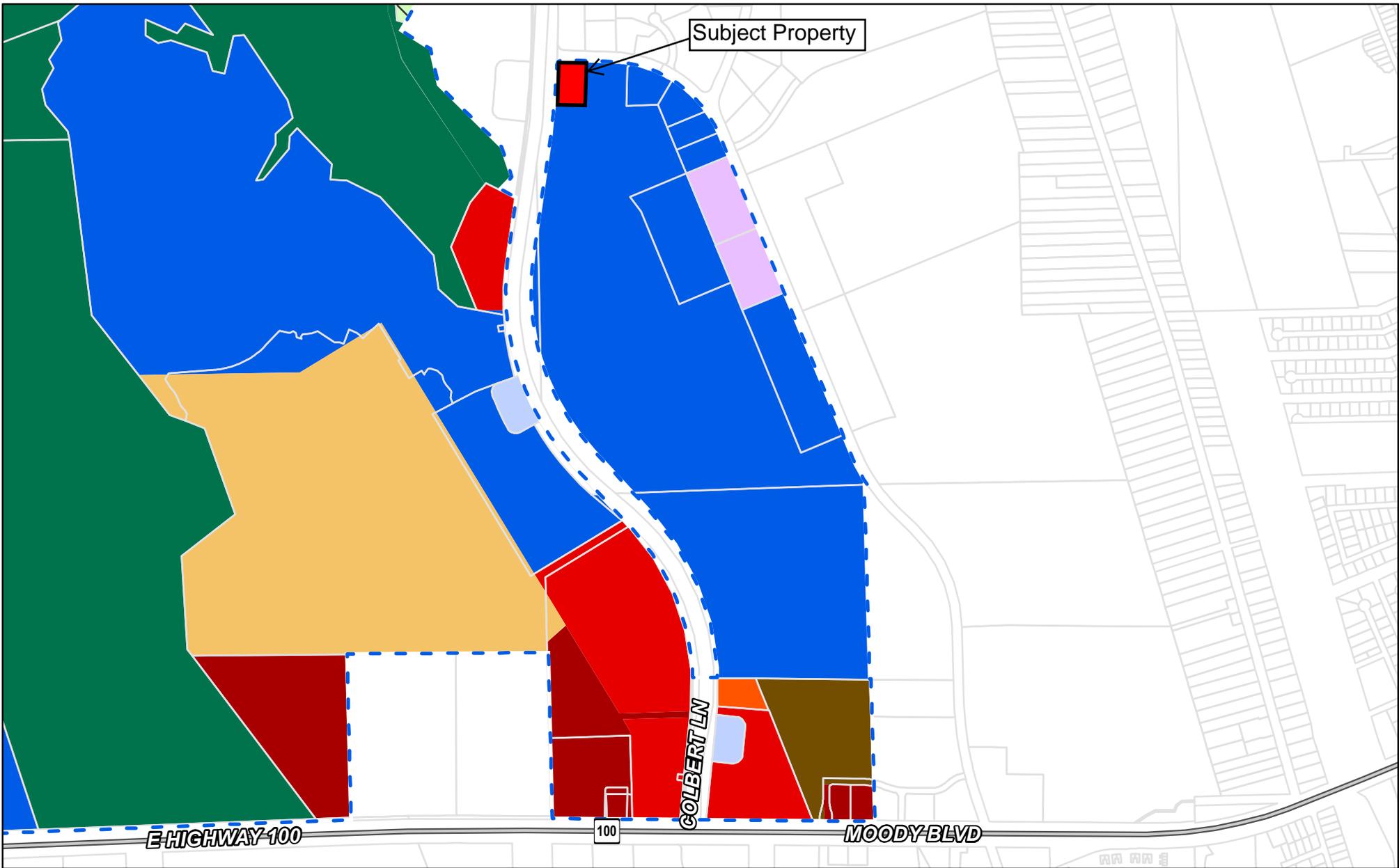
## Zoning Districts

 MPD	 IND-1
 COM-1	 MFR-2
 COM-2	 PRS
 COM-3	 PSP
	 SFR-1



Map Provided by the GIS Division

Date: 12/15/2016



## Proposed Zoning Map

 Palm Coast City Limits



## Zoning Districts

 MPD	 IND-1
 COM-1	 MFR-2
 COM-2	 PRS
 COM-3	 PSP
	 SFR-1



Map Provided by the GIS Division

Date: 12/15/2016

# City of Palm Coast, Florida Agenda Item

Agenda Date : 3/20/2018

<b>Department</b>	PLANNING	<b>Amount</b>	
<b>Item Key</b>		<b>Account</b>	
		<b>#</b>	
<b>Subject</b>	ORDINANCE 2017-XX A ZONING MAP AMENDMENT FROM INDUSTRIAL (FLAGLER COUNTY DESIGNATION) TO LIGHT INDUSTRIAL (IND-1) FOR A 10+/- ACRE PARCEL LOCATED AT 465 AND 551 ROBERTS ROAD		
<b>Background:</b>			
<b><u>Update from the December 5, 2017 Business Meeting.</u></b>			
<p>City Council heard this item at their December 5, 2017 Business Meeting. There were no changes suggested to this item. The City Attorney was asked to confirm that the existing business/uses located on the subject property are allowable uses within the proposed zoning district. The Attorney's confirmation letter is attached.</p>			
<b><u>Original background from the December 5, 2017 Business Meeting.</u></b>			
<p>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 properties are a combined 10 ± acres and whose address is 465 and 551 Roberts Rd. The proposed rezoning will amend the zoning designation for the subject property from Industrial (Flagler County designation) to Light Industrial (IND-1) (City of Palm Coast designation). The subject properties are currently developed with two industrial buildings (50,000 and 40,000 sq. ft.). The 50,000 sq. ft. building is currently used for light manufacturing while the 40,000 sq. ft. building is currently vacant.</p>			
<p>The intent of the proposed rezoning is to protect the existing use on the properties. 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:</p> <ul style="list-style-type: none"> <li>- the proposed rezoning is consistent with the Comprehensive Plan,</li> <li>- the proposed rezoning does not negatively impact the existing public facilities (the site is currently served by central water and sewer service), and</li> <li>- the proposed rezoning will protect the on-going economic activity on the property.</li> </ul>			
<b>Recommended Action :</b> Planning Staff recommends that the Planning and Land Development Regulation Board (PLDRB) recommend that City Council approve Application # 3417 to rezone 10 +/- acres from Industrial (Flagler County designation) to Light Industrial (IND-1) (City of Palm Coast designation).			

**ORDINANCE 2017 - \_\_\_\_\_**  
**465 & 551 ROBERTS ROAD**

**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 ZONING DESIGNATION FOR APPROXIMATELY 10.1 ACRES, LOCATED AT 465 & 551 ROBERTS ROAD, FROM FLAGLER COUNTY DESIGNATION OF INDUSTRIAL TO CITY OF PALM COAST DESIGNATION OF LIGHT INDUSTRIAL (IND-1); SUBJECT PROPERTIES ARE MORE PARTICULARLY DEPICTED AND DESCRIBED IN EXHIBIT “A”; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Subject Properties of approximately 10.1 acres was annexed into the City of Palm Coast on October 2015; and

**WHEREAS**, the City now intends to change the zoning of the subject property from Flagler County Designation of Industrial to City of Palm Coast designation of Light Industrial (IND-1); and

**WHEREAS**, the Planning and Land Development Regulation Board and City Staff of the City of Palm Coast have recommended approval of this Ordinance and the Planning and Land Development Regulation Board has found this requested change consistent with the City of Palm Coast Comprehensive Plan; and

**WHEREAS**, the City Council has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of City staff, and the recommendation of the Planning and Land Development Regulation Board which voted to recommend Approval at the regularly scheduled meeting conducted on \_\_\_\_\_; and

**WHEREAS**, the City Council of the City of Palm Coast held duly noticed public hearings on the proposed zoning change set forth hereunder 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 finds the requested change consistent with the City of Palm Coast Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

**WHEREAS**, the City Council of the City of Palm Coast hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Palm Coast, Florida.

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

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

**SECTION 2. Rezoning of Subject Property.** The zoning designations for the subject areas are hereby changed from Flagler County Designation of Industrial to City of Palm Coast designation of Light Industrial (IND-1) See Exhibit “B”.

**SECTION 3. Conflicts.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

**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 immediately upon the effective date of Ordinance No. 2017-XX as adopted by the City Council of the City of Palm Coast, Florida, and pursuant to the City Charter. If Ordinance No. 2017-XX does not become effective, then this Ordinance shall become null and void.

**APPROVED** on first reading the \_\_\_\_\_ day of \_\_\_\_\_, 2017, at a public hearing.

**ADOPTED** on the second reading the \_\_\_\_ day of \_\_\_\_\_ 2017, at a public hearing.

**CITY OF PALM COAST, FLORIDA**

---

Milissa Holland, Mayor

**ATTEST:**

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Virginia A. Smith, City Clerk

Approved as to form and legality

---

William E. Reischmann, Jr.  
City Attorney

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**551 Roberts Rd. (Parcel ID # 02-12-31-0000-01010-0020)**

**LEGAL DESCRIPTION**

The following Legal Description prepared by Dan A. Wilcox RLS #2238,  
Palm Coast Engineering and Design Services, Inc., 5 Hargrove Grade, Palm  
Coast, Florida.  
Date: May 6, 1988.

5.3512 acre industrial site West of Roberts Road.

**LEGAL DESCRIPTION:**

A parcel of land lying West of and adjacent to Roberts Road (formerly  
the Lehigh Cement Plant Road) in Government Section 2, Township 12  
South, Range 31 East, Flagler County, Florida, being more particularly  
described as follows:

As a Point of Reference being the South Quarter (1/4) corner of said  
Government Section 2 thence North 88°27'05" East along the Southerly  
line of section 2 a distance of 24.59 feet to a Point on a curve being  
the Westerly right-of-way of said Roberts Road (80'R/W), thence  
departing said Section line Northwesteasterly 298.27 feet along said  
right-of-way and curve to the right (concave Northeasterly) having a  
central angle of 11°05'57", a radius of 1539.72 feet, a chord bearing  
of North 27°57'05" West and a chord distance of 297.80 feet to a Point  
of tangency, thence North 22°24'07" West along said right-of-way a  
distance of 1976.91 feet to the POINT OF BEGINNING of this description,  
thence departing said right-of-way South 67°35'53" West a distance of  
370.00 feet, thence North 22°24'07" West a distance of 630.00 feet,  
thence North 67°35'53" East a distance of 370.00 feet to a Point on the  
Westerly right-of-way of Roberts Road (80'R/W) thence South 22°24'07"  
East along said right-of-way a distance of 630.00 feet to the POINT OF  
BEGINNING.

Parcel containing 5.3512 acres more or less.

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

465 Roberts Rd. (Parcel ID # 02-12-31-0000-01010-0021)

4.8416 acre parcel for Contemporary Machine Co. lying West of Roberts Road.

LEGAL DESCRIPTION:

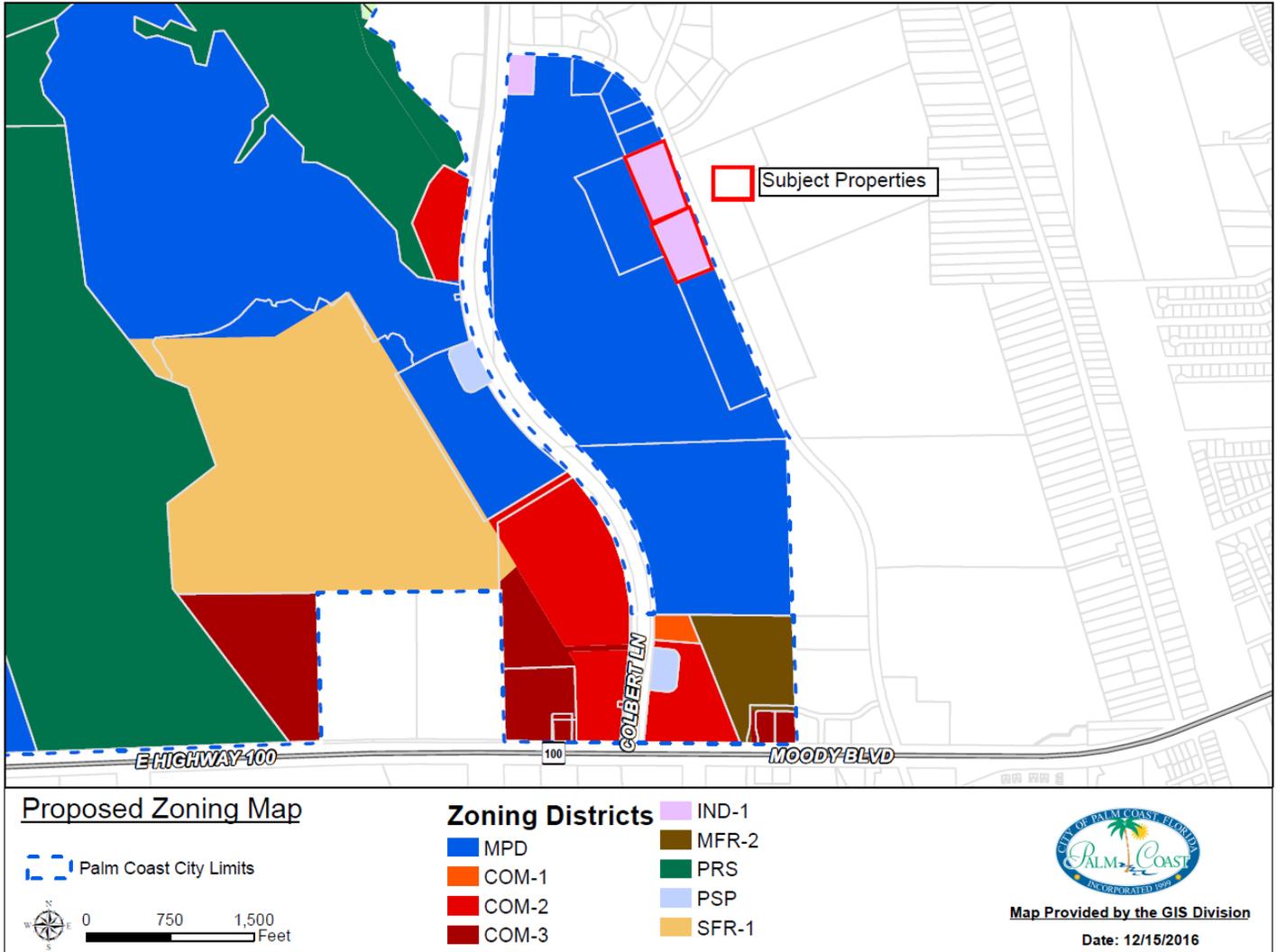
A parcel of land lying West of and adjacent to Roberts Road (formally the Leheigh Cement Plant Road) in Government Section 2, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

As a Point of Reference being the South Quarter (1/4) corner of said Government Section 2 thence North 88 27'05" East along the Southerly line of section 2 a distance of 24.59 feet to a Point on a curve being the Westerly right-of-way of said Roberts Road (80'R/W), thence departing said Section line Northwesterly 298.27 feet along said right-of-way and curve to the right (concave Northeasterly) having a central angle of 11 05'57", a radius of 1539.72 feet, a chord bearing of North 27 57'05" West and a chord distance of 297.80 feet to a Point of tangency, thence North 22 24'07" West along said right-of-way a distance of 1406.91 feet to the POINT OF BEGINNING of this description, thence departing said right-of-way South 67 35'53" West a distance of 370.00 feet, thence North 22 24'07" West a distance of 570.00 feet, thence North 67 35'53" East a distance of 370.00 feet to a Point on the Westerly right-of-way of Roberts Road (80'R/W) thence South 22 24'07" East along said right-of-way a distance of 570.00 feet to the POINT OF BEGINNING.

Parcel containing 4.8416 acres more or less.

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

**EXHIBIT B**  
**PROPOSED ZONING MAP AMENDMENT**



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**COMMUNITY DEVELOPMENT DEPARTMENT  
Zoning Map Amendment Staff Report  
November 21, 2017**

**OVERVIEW**

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<b>Case Number:</b>	3417
<b>Applicant:</b>	City of Palm Coast
<b>Property Description:</b>	10.1 acres north of State Road 100 and west of Roberts Rd.
<b>Property Owner:</b>	James A. and Julia M. Smith
<b>Real Estate ID #:</b>	02-12-31-0000-01010-0020 & 02-12-31-0000-01010-0021
<b>Current FLUM designation:</b>	Industrial (Flagler County Designation). A proposed FLUM amendment to Mixed Use for the subject properties is being processed concurrent to this zoning map amendment.
<b>Current Zoning designation:</b>	Industrial
<b>Current Use:</b>	2 Industrial buildings – Approximately 50,000 sq. ft. and 40,000 sq. ft.
<b>Requested Action:</b>	Rezoning from Flagler County Designation of Industrial to Light Industrial-1 (IND-1) (City of Palm Coast designation)
<b>Recommendation:</b>	Staff and the PLDRB recommend that the City Council Approve the proposed rezoning.

**ANALYSIS**

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**REQUESTED ACTION**

The City is proposing to rezone 2 lots totaling approximately 10.1 acres from Flagler County Designation of Industrial to City of Palm Coast designation of Light Industrial (IND-1). This application is a companion rezoning to a Comprehensive Plan amendment for the subject property.

**BACKGROUND/SITE HISTORY**

This application is for a City-initiated Zoning Map amendment or rezoning for 2 lots totaling approximately 10.1 acres. The lots were annexed into the City in 2015 and is generally located about 1 mile north of State Road 100 on the west side of Roberts Rd. Both properties are currently developed with metal industrial buildings. The buildings are approximately 50,000 and 40,000 sq. ft.

This rezoning application is a companion to a Future Land Use Map (FLUM) amendment. The FLUM amendment will designate the subject properties with City of Palm Coast designations consistent with the proposed City of Palm Coast FLUM designation of Mixed Use.

The Planning and Land Development Regulation Board held a public hearing on November 15, 2017 to discuss the proposed zoning map amendment. The PLDRB recommended approval and did not recommend any changes. At the meeting, the property owner asked questions about the recommended zoning district in comparison to the existing zoning district on the property. Staff has provided additional analysis below comparing the two industrial districts in the City's zoning code.

## **LAND USE AND ZONING INFORMATION**

### **SURROUNDING LAND USES:**

North: Mixed Use: High Intensity (Flagler County)  
South: Mixed Use: High Intensity (Flagler County)  
East: Commercial: High Intensity & Residential (Flagler County)  
West: Mixed Use: High Intensity (Flagler County)

### **SURROUNDING ZONING:**

North: Planned Unit Development (PUD) (Flagler County)  
South: Planned Unit Development (PUD) (Flagler County)  
East: Planned Unit Development (PUD) (Flagler County)  
West: Planned Unit Development (PUD) (Flagler County)

### **Consistency of Proposed Zoning Designation with Surrounding Properties**

The City of Palm Coast has two Industrial districts, Light and Heavy Industrial. A comparison of the districts indicate that the two Industrial districts have comparable permitted uses. The main difference lies in what is presumed to be heavy industrial uses. These include uses such as air curtain incinerators, asphalt plants, concrete batch plants, fabrication facilities (involving open air grit blasting or open air painting); phosphate/nitrate fertilizer manufacturing facilities; fiberglass products manufacturing facilities; explosive storage and or manufacturing facilities; biohazardous waste incinerator, pesticide formulation facilities; scrap yard/shredding facilities; soil remediation facilities; bulk solvent chemical storage and or processing facilities; paint/ink manufacturing facilities; secondary metals recovery or manufacturing facilities; chrome plating facilities; asbestos products fabricators; manufacturer, livestock importing/exporting facilities; and those uses listed in the IND-2 District outlined in Chapter 3, Table 3-4.

In consideration of the mixed uses permitted in the surrounding area which include residential uses, the Light Industrial (IND-1) zoning district is a more appropriate zoning designation for the subject properties.

The proposed rezoning to Light Industrial (IND-1) recognizes and protects the existing uses on the subject properties. As one of the few developed lots in the surrounding area, new projects will have to be cognizant of the need to design projects with consideration of the existing light industrial use on the subject property.

### **COMPARISON SITE DEVELOPMENT REQUIREMENTS:**

A site development requirements comparison between the existing zoning and proposed zoning is provided in the following table.

<u>Criteria</u>	<u>IND (Flagler County Designation)</u>	<u>IND-1 (Proposed)</u>
<b>Floor to Area Ratio (FAR)</b>	.45	.35
<b>Max. Impervious Area</b>	.70	.70
<b>Max. Bldg. Height</b>	65'	65'
<b>Minimum Interior Side &amp; Rear Setbacks</b>	20'	10'
<b>Minimum Arterial/Collector Rd. Setback</b>	30' (any street)	25'
<b>Minimum Local Rd. Setback</b>	30' (any street)	25'
<b>Lot Width Minimum</b>	100'	100'

### Comparison

The development standards for the City of Palm Coast Light Industrial Zoning District and Flagler County Industrial zoning category differ in allowable FAR and setback requirements. The Flagler County designation allows a higher FAR, however, the County designation have more restrictive setback requirements.

### **ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE CHAPTER 2 SECTION 2.05.05 AND SECTION 2.06.03**

**The Unified Land Development Code states:** *When reviewing a development order application, the approval authority shall determine whether sufficient factual data was presented in order to render a decision. The decision to issue a development order shall be based upon the following, including but not limited to:*

*A. The proposed development must not be in conflict with or contrary to the public interest;*

**Staff Finding:** The proposed rezoning from the current Flagler County designations to City designation is not in conflict with or contrary to the public interest. The rezoning action will provide a City zoning designation on the property which protects the existing entitlements approved for the property and is consistent with the companion FLUM amendment for the property.

*B. The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;*

**Staff Finding:** The proposed zoning for the property is consistent with the companion FLUM amendment to designate the property as Mixed Use.

*C. The proposed development must not impose a significant financial liability or hardship for the City;*

**Staff Findings:** The rezoning of the site does not impose a significant financial liability or hardship for the City. The existing public infrastructure capacity can accommodate the existing development on the subject properties.

*D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;*

**Staff Finding:** The rezoning will not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants. The existing development does not create any additional impacts on the City's public infrastructure. The proposed zoning designation recognizes an existing use which currently has minimal impact on the surrounding properties.

*E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes;*

**Staff Finding:** The proposed rezoning would not affect any requirements imposed by Federal, State or local government. Any expansion or proposed change to the sites will require review by the appropriate agencies.

**ULDC Chapter 2, Part II, Section 2.06.03 specifically states: "The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, when reviewing a rezoning application":**

*A. Whether it is consistent with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan;*

**Staff Finding:** As noted previously in the analysis prepared for ULDC Chapter 2, Part II, Section 2.05.05 of this staff report, the proposed rezoning is in conformance with the Comprehensive Plan.

*B. Its impact upon the environment and natural resources;*

**Staff Finding:** The proposed rezoning recognizes the existing uses on the parcels. Any expansion or proposed change on the subject properties will be subject to environmental review.

*C. Its impact on the economy of any affected area;*

**Staff Finding:** The proposed rezoning of the property does not negatively impact the economy of the surrounding area. The proposed zoning to City designation of Light Industrial recognizes the uses currently existing on site and will ensure that the on-going economic activities may continue.

*D. Its impact upon necessary governmental services such as schools, sewage disposal, potable water, drainage, fire and police protection, solid waste, or transportation;*

**Staff Finding:** The rezoning request will not have a significant impact on governmental services or demand on infrastructure. The site is currently developed and is already served by central water and sewer services from the City.

*E. Any changes in circumstances or conditions affecting the area;*

**Staff Finding:** Yes, the annexation of the subject property into the City of Palm Coast necessitates the current action to rezone the property from a Flagler County zoning designation to City of Palm Coast designation.

*F. Compatibility with proximate uses and development patterns, including impacts to the health, safety, and welfare of surrounding residents;*

**Staff Finding:** The proposed rezoning recognizes the existing uses on the property. Any expansion on site will be reviewed for compliance with the land development code to ensure

compatibility with surrounding uses and to mitigate any negative impacts on the health, safety, and welfare of the surrounding area.

G. *Whether it accomplishes a legitimate public purpose:*

**Staff Finding:** Yes, the rezoning furthers a legitimate public purpose by providing for a zoning designation and regulations which may regulate any future development or redevelopment of lands within the City of Palm Coast.

#### **PUBLIC PARTICIPATION**

Unified Land Development Code Chapter 2, Part II, Section 2.05.02 requires developers (defined as property owners or persons who are improving property within the City) to notify owners within 300' and hold a neighborhood meeting for Zoning Map Amendments. Staff hosted a neighborhood meeting on March 1, 2017 to discuss the proposed zoning map amendment, there are no outstanding issues to be addressed.

#### **RECOMMENDATION**

Staff and the PLDRB recommend that the City Council Approve the proposed rezoning.

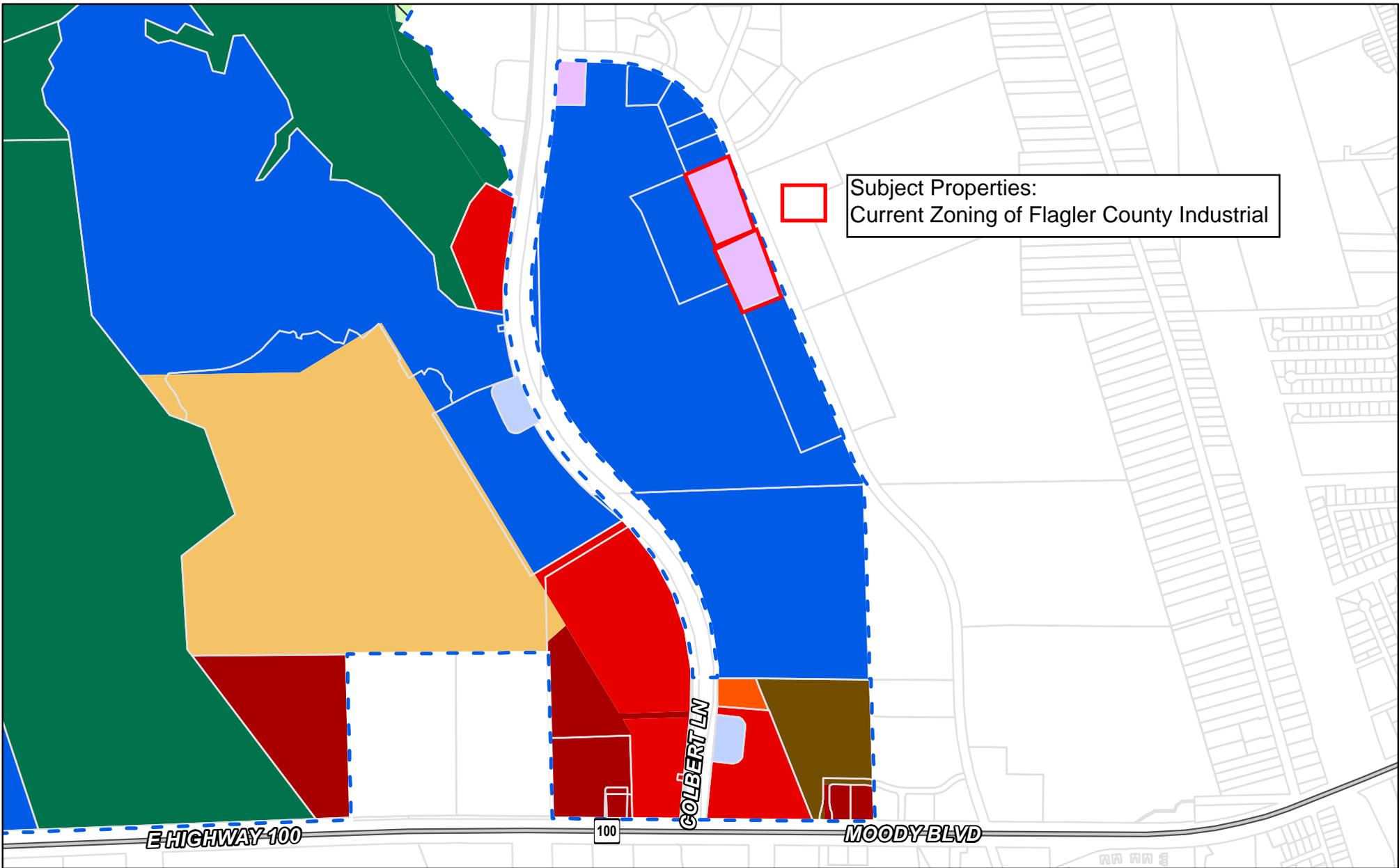
# Palm Coast Property Search & Land Use Map

Location Map



**Subject Properties  
465 & 551 Roberts Rd.**

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## Current Zoning Map

Palm Coast City Limits

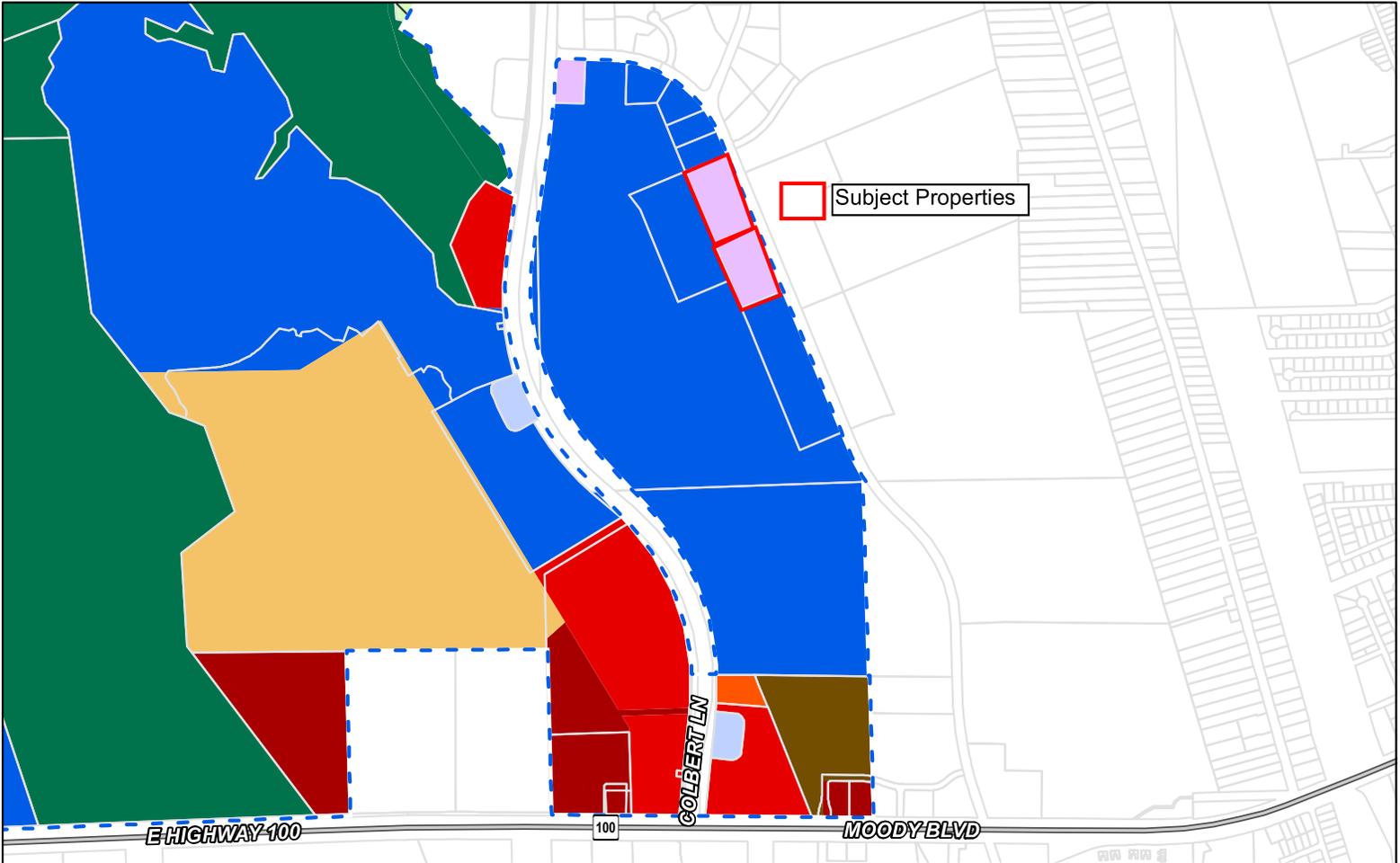


## Zoning Districts



Map Provided by the GIS Division

Date: 12/15/2016



### Proposed Zoning Map

Palm Coast City Limits



### Zoning Districts

- MPD
- COM-1
- COM-2
- COM-3
- IND-1
- MFR-2
- PRS
- PSP
- SFR-1



Map Provided by the GIS Division

Date: 12/15/2016

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GARGANESE, WEISS & D'AGRESTA, P.A.

*Attorneys at Law*

111 N. Orange Ave., Suite 2000  
P.O. Box 2873  
Orlando, Florida 32802-2873  
Phone (407) 425-9566  
Fax (407) 425-9596

**William E. Reischmann, Jr.**

*wreischmann@orlandolaw.net*

December 11, 2017

James A. & Julia M. Smith  
557 N. Beach St.  
Ormond Beach, FL 32174

RE: Zoning designation for 465 & 551 Roberts Rd.

(Subject Parcels) Dear Mr. and Mrs. Smith:

As directed by City Council at their December 5, 2017 public hearing, the City Attorney, working with City staff, has conducted a review of the Land Development Code (LDC) to ensure that the current use on the subject parcels are permitted by the proposed zoning designation of Industrial-1(IND-1).

The current use of your property is deemed to be consistent with the City of Palm Coast Land Development Code (LDC) classification of "Machine Shop; tool and die".

As provided in the attached pages from the City's LDC, Machine Shop Tool and Die is a permitted use in the Industrial 1 (IND-1) zoning district.

I hope this serves to alleviate your concerns and should you have any additional questions, please do not hesitate to contact me.

Sincerely,



William E. Reischmann, Jr., Esquire  
City Attorney

cc: Jim Landon, City Manager  
Beau Falgout, Administrative Services and Economic Development Director  
Ray Tyner, Planning Manager  
Jose Papa, Senior Planner

D. Light and Heavy Industrial Zoning Districts (IND-1 and IND-2).

1. The purpose of the IND-1 (Light and Warehousing Industrial) District is to provide areas for restricted industrial and warehouse uses of low to moderate intensities with minimal potential for off-site impacts. This district utilizes performance standards to ensure that impacts are controlled.

2. The purpose of the IND-2 (Heavy Industrial) District is to permit a wide range of intensive industrial uses, which include, but are not limited to, those that are major users of water, produce greater amounts of hazardous and regulated waste, storage of significant amounts of chemicals, produce air emissions, or substantially impact the landscape through mining and soil extraction. This district utilizes performance standards to ensure that impacts are controlled to protect the public health, safety, and welfare.

...

3.03.02. Nonresidential and Mixed Use Districts—Allowable Uses. The following table contains a list of uses allowed in each district, and specifies if they are permitted by right (P) or if they require special exception approval (S) in accordance with Chapter 2. Uses permitted only as accessory to a principal use are noted with an (A). All uses marked with an (L) have additional limitations specific to that use listed in Chapter 4.

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
<b>Civic, Nonprofit and Institutional</b>											
Civic Uses: town hall, libraries, museums	P	P	P	P	P	S	-	P	-	-	P
Civic Uses: police, fire, postal service	P	P	P	P	P	P	S	P	-	-	
Civic Clubs and Fraternal Organizations (L)	P	P	P	P	P	-	-	P	-	-	P

Specific Use Type	COM-1	COM-2	COM-3	OFC-1	OFC-2	IND-1	IND-2	PSP	P & G	PRS	MPD
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., Humane Societies) (L)	P	P	P	P	P	-	-	P	-	-	P
<b>Eating, Drinking and Entertainment</b>											
Adult-Oriented Businesses (L)	-	-	-	-	-	-	P	-	-	-	-
Drinking Establishments (without outdoor entertainment) (L)	-	P	P	-	-	-	-	-	-	-	P
Drinking Establishments (with outdoor entertainment) (L)	-	S	P	-	-	-	-	-	-	-	P
Beer, Wine, and Liquor Stores (L)	P	P	P	P	P	-	-	-	-	-	P
Cafeterias, Coffee and Donut Shops, Snack Bars, Sandwich Shops, Delicatessens, Bakeries	P	P	P	P	P	S	-	P	-	-	P
Microwbreweries (L)	-	S	P	-	-	P	-	-	-	-	P
Performing Arts Facilities (e.g. dinner theaters)	S	P	P	-	-	-	-	P	-	-	P
Pizza Delivery Establishments and Takeout Places	P	P	P	P	P	S	-	-	-	-	P
Restaurants, Fast Food (L)	-	P	P	-	-	-	-	-	-	-	P
Restaurants, Sit-Down	P	P	P	P	P	-	-	-	-	-	P
<b>Educational Facilities</b>											
Elementary/Secondary Schools (public and private) (L)	P	P	P	P	P	-	-	P	-	-	P
Colleges/Universities	S	S	P	S	P	-	-	P	-	-	P
<b>Industrial Uses (L)</b>											
Manufacturing, Heavy (L)	-	-	-	-	-	S	P	-	-	-	-
Manufacturing, Light (L)	-	-	-	-	-	P	P	-	-	-	P
Material Recovery Facilities (e.g. recycling centers)	-	-	-	-	-	P	P	-	-	-	-
Mining and Soil Extraction (L)	-	-	-	-	-	-	S	-	-	-	-





Lawn and Garden Equipment and Supplies Stores	P	P	P	-	-	P	-	-	-	-	P
Model Home Centers (L)	P	P	P	P	P	-	-	-	-	-	P
Pet (domestic) Stores	P	P	P	-	-	-	-	-	-	-	P
Plant Nurseries	P	P	P	-	-	-	-	-	-	-	P
Photo Finishing	P	P	P	P	P	-	-	-	-	-	P
Sporting Goods, Hobby, Book and Music Stores	P	P	P	P	P	-	-	-	-	-	P
Used Merchandise Stores	S	P	P	-	-	-	-	-	-	-	P
<b>Service, Business</b>											
Printing and Publishing	S	P	P	S	P	P	S	-	-	-	P
All other business services	P	P	P	P	P	P	P	-	-	-	P
<b>Service, Personal</b>											
Adult Day Care Centers	P	P	P	P	P	-	-	-	-	-	P
Bail Bonding	-	S	P	-	-	-	-	-	-	-	P
Child Day Care Centers	P	P	P	P	P	-	-	-	-	-	P
Funeral Homes	S	P	P	S	P	-	-	-	-	-	P
Tarot Card, Psychic, and Palm Readings	-	S	P	-	-	-	-	-	-	-	P
Tattooing, Body Piercing, and other Body Art	-	S	P	-	-	-	-	-	-	-	P
All other personal service uses	P	P	P	P	P	P	-	-	-	-	P
<b>Service, Major</b>											
Heavy Construction and Land Excavation Contractors	-	-	-	-	-	P	P	-	-	-	-
Kennels and Animal Boarding	-	S	P	-	-	P	-	-	-	-	P
Landscaping Services	P	P	P	-	-	P	S	-	-	-	-
Machine Shops and Tool and Die	-	-	-	-	-	P	P	-	-	-	-

Repair Services for Commercial and Industrial Machinery and Equipment	-	S	P	-	-	P	P	-	-	-	-
Truck Stops	-	-	S	-	-	P	P	-	-	-	-
<b>Training Facilities</b>											
Automobile Driver Schools	P	P	P	P	P	-	-	P	-	-	-
Technical/Trade Schools	P	P	P	P	P	P	S	P	-	-	P
Trucks and Heavy Equipment Driving Schools	-	-	P	-	-	P	P	P	-	-	-
<b>Utilities and Public Works</b>											
Dredge Spoil Disposal	-	-	-	-	-	-	-	S	-	-	-
Landfills (for nonhazardous, organic debris or construction debris only)	-	-	-	-	-	-	-	S	-	-	-
L P Gas Dealer and Bulk Storage	-	S	P	-	-	P	S	-	-	-	-
Municipal Pump Stations and Well Sites	P	P	P	P	P	P	P	P	P	S	P
Park and Ride Facilities	-	-	-	-	-	-	-	S	-	-	P
Power Generation and Distribution (electric and gas) Facilities	-	S	S	S	S	P	P	P	-	-	-
Public Works Facilities	-	-	-	-	-	P	P	P	-	-	-
Passenger Transit or Rail Stations	P	P	P	P	P	S	P	P	-	-	P
Solid Waste Transfer Stations	-	-	-	-	-	-	S	S	-	-	-
Wastewater Treatment Facilities	-	-	-	-	-	-	-	S	-	-	-
Water Supply Plants	-	-	-	-	-	-	-	S	-	-	P
Wireless Communication Facilities (L)	P	P	P	P	P	P	P	P	P	P	P
<b>Vehicle Sales, Rental, Service, and Repair</b>											
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	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
<b>Warehousing</b>											
Miniwarehouses, Office Warehouses and Self-Storage	-	S	P	-	-	P	-	-	-	-	P
Warehouse/Distribution Facilities (>50,000 sq ft)	-	-	S	-	-	S	P	-	-	-	-
Warehouse/Distribution Facilities (<50,000 sq ft)	-	S	P	-	-	P	S	-	-	-	P

1 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.

**Sec. 4.14. - Industrial Uses.**

4.14.01. *Industrial use classifications.*

- A. *Heavy Industrial (IND-2) uses.* Heavy industrial uses shall include any facility that meets at least one of the following criteria:
1. Emits 500 pounds or more per year of lead or lead compounds; or
  2. Emits 100 tons per year or more of any one regulated pollutant (PM10; nitrogen oxides; sulfur dioxide; carbon monoxide; volatile organic compounds; and lead) subject to regulation under F.S. ch. 403; or
  3. Emits ten tons or more per year of any one hazardous air pollutant (HAP) as defined by Chapter 62-210, Florida Administrative Code; or
  4. Emits 25 tons or more per year of any combination of hazardous air pollutants as defined by Chapter 62-210, Florida Administrative Code; or
  5. The facility would require a major source Title V air permit as required by the requirements under F.S. ch. 403; or
  6. Bulk storage of hazardous or regulated chemicals in excess of 25,000 gallons (excluding diesel and unleaded gasoline fueling facilities exclusively utilized for fueling of vehicles, public water/wastewater treatment and emergency generators); or

7. Large quantity generators of hazardous waste as regulated under Chapter 62-730, Florida Administrative Code; or
8. The following industrial uses are presumed to be considered heavy industrial based upon the above criteria: air curtain incinerators; asphalt plants; concrete batch plants; fabrication facilities (involving open air grit blasting or open air painting); phosphate/nitrate fertilizer manufacturing facilities; fiberglass products manufacturing facilities; explosive storage and or manufacturing facilities; biohazardous waste incinerator, pesticide formulation facilities; scrap yard/shredding facilities; soil remediation facilities; bulk solvent chemical storage and or processing facilities; paint/ink remanufacturing facilities; secondary metals recovery or manufacturing facilities; chrome plating facilities; asbestos products fabricators; manufacturer, livestock importing/exporting facilities; and those uses listed in the IND-2 District outlined in Chapter 3, Table 3-4.

This list is not all-inclusive and other uses may be considered heavy industrial based upon the above criteria as determined by the Land Use Administrator.

- B. *Light Industrial (IND-1) uses.* All other manufacturing, processing, and assembly activities not meeting one of the heavy industrial criteria listed in this Code shall be presumed to be light industrial, including those uses listed in the IND-1 District outlined in Chapter 3, Table 3-4.
- C. *Approvals; permitting.* Approvals, permits, or other forms of written assurances from appropriate federal, state, or local agencies that the use is likely to meet or exceed the specified standards for dust emissions, water consumption, air quality, hazardous, and regulated waste management set forth in Chapter 10 shall be considered competent and substantial presumptive evidence that the use complies with these zoning performance standards for permitting.

4.14.02. *Industrial use performance standards.* Manufacturing, processing, and assembly operations shall meet the following performance standards. Proof of compliance shall be provided stating that all required permits for particular discharges can and will be met. All necessary environmental permits shall be obtained. Table 4-5 depicts the required performance standards for heavy industrial and light industrial and warehousing uses:

Table 4-5: Performance Standards for Industrial Uses

	Light Industrial & Warehousing (IND 1)	Heavy Industrial (IND 2)	Application Requirements
Lighting	Lighting shall be in accordance with <u>Chapter 9</u> of the LDC	Lighting shall be in accordance with <u>Chapter 9</u> of the LDC	Detail lighting plan
Sound Measured from property line	Residential: 60 dBA (7AM—10PM)	Residential: 60 dBA (7AM—10PM)	Statement of compliance
	Residential: 60 dBA (10PM—7AM)	Residential: 60 dBA (10PM—7AM)	
	Commercial: 65 dBA (7AM—10PM)	Commercial: 65 dBA (7AM—10PM)	
	Commercial: 60 dBA (10PM—7AM)	Commercial: 60 dBA (10PM—7AM)	
	Industrial: 75 dBA (7AM—10PM)	Industrial: 75 dBA (7AM—10PM)	

	<b>Light Industrial &amp; Warehousing (IND 1)</b>	<b>Heavy Industrial (IND 2)</b>	<b>Application Requirements</b>
	Industrial: 75 dBA (10PM—7AM)	Industrial: 75 dBA (10PM—7AM)	
Water Consumption	Consumptive Use Permit specifically approved by SJRWMD	Consumptive Use Permit specifically approved by SJRWMD	SJRWMP CUP permit submittal
Hazardous/Regulated Waste Management	New Large Quantity Generators of hazardous waste as regulated under Chapter 62-730, F.A.C., as amended are prohibited	All hazardous waste generators shall comply with State and Federal regulations	List of potential waste generated and anticipated amounts.
	New chemical containment areas to provide appropriate secondary containment	New chemical containment areas to provide appropriate secondary containment	Statement of compliance
	BMPs developed to prevent potential discharges of regulated substances	BMPs developed to prevent potential discharges of regulated substances	Submittal of BMP plan.
Electrical/Electromagnetic Interference	Use shall not cause, create or contribute Electrical/Electromagnetic Interference to adjacent properties	Use shall not cause, create or contribute Electrical/Electromagnetic Interference to adjacent properties	Statement of compliance
Air Quality	<b>General Title V or non-Title V</b>	<b>Major Source Title V Permit under F.S. ch. 403 F.S. as amended</b>	FDEP permit submittal
	Emits < 500 pounds per year of lead or lead compounds	Emits > 500 pounds per year of lead or lead compounds	FDEP Annual Operating Reports/Permits
	Emits < 100 tons per year of any regulated pollutant	Emits > 100 tons per year of any regulated pollutant	FDEP Annual Operating Reports/Permits
	Emits < 10 tons per year of any one HAP	Emits > 10 tons per year of any one HAP	FDEP Annual Operating Reports/Permits
	Emits < 25 tons of any combination of HAPs	Emits > 25 tons of any combination of HAPs	FDEP Annual Operating Reports/Permits
	BMPs to control dust	BMPs to control dust	
	Airborne discharges shall be minimized so as not to cause or contribute to an objectionable odor to adjacent residential areas	Airborne discharges shall be minimized so as not to cause or contribute to an objectionable odor to adjacent residential districts	Statement of compliance
	Regulated Pollutants shall meet federal and State air quality standards	Regulated Pollutants shall meet federal and State air quality standards	FDEP Annual Operating Reports/Permits/Monitoring

	<b>Light Industrial &amp; Warehousing (IND 1)</b>	<b>Heavy Industrial (IND 2)</b>	<b>Application Requirements</b>
Storage of Hazardous or Regulated Chemicals	< 25,000 gallons permissible	Storage of Hazardous or Regulated Chemicals permissible	FDEP Registration/Inventory; Submittal of SPCC Plan
Fire Prevention Standards	Fire suppression devices shall be installed in accordance with City requirements	Fire suppression devices shall be installed in accordance with City requirements	Site plan and description of fire prevention measures with Fire Marshal/City approval
New Septic Systems	Not permissible	Not permissible	NA
Radioactive Materials	Fixed nuclear density gauges with sources exceeding 50 mCi prohibited	Fixed nuclear density gauges permissible	BRC radioactive material license and protection plan submittal
	Source material other than medical applications uses prohibited	Source material with BRC approval	BRC approval and documentation of RSO and authorized user

Note: Regulated pollutants = shall consist of PM10, nitrogen oxides, sulfur dioxide, carbon monoxide, volatile organic compounds, lead.

HAP (Hazardous air pollutant) = As defined by Chapter 62-210 F.A.C. as amended.

BRC = Bureau of Radiation Control

RSO = Radiation Safety Officer

Sound = The standards set forth shall not apply to emergency warning devices, lawn care equipment, or construction operations.

Storage of Hazardous or Regulated Chemicals = Aboveground and underground storage tanks regulated by FDEP and utilized for vehicular purposes are permitted in IND-1 and IND-2.

GARGANESE, WEISS & D'AGRESTA, P.A.

*Attorneys at Law*

111 N. Orange Ave., Suite 2000  
P.O. Box 2873  
Orlando, Florida 32802-2873  
Phone (407) 425-9566  
Fax (407) 425-9596

**William E. Reischmann, Jr.**

*wreischmann@orlandolaw.net*

December 11, 2017

James A. & Julia M. Smith  
557 N. Beach St.  
Ormond Beach, FL 32174

RE: Zoning designation for 465 & 551 Roberts Rd.

(Subject Parcels) Dear Mr. and Mrs. Smith:

As directed by City Council at their December 5, 2017 public hearing, the City Attorney, working with City staff, has conducted a review of the Land Development Code (LDC) to ensure that the current use on the subject parcels are permitted by the proposed zoning designation of Industrial-1(IND-1).

The current use of your property is deemed to be consistent with the City of Palm Coast Land Development Code (LDC) classification of "Machine Shop; tool and die".

As provided in the attached pages from the City's LDC, Machine Shop Tool and Die is a permitted use in the Industrial 1 (IND-1) zoning district.

I hope this serves to alleviate your concerns and should you have any additional questions, please do not hesitate to contact me.

Sincerely,



William E. Reischmann, Jr., Esquire  
City Attorney

cc: Jim Landon, City Manager  
Beau Falgout, Administrative Services and Economic Development Director  
Ray Tyner, Planning Manager  
Jose Papa, Senior Planner

D. Light and Heavy Industrial Zoning Districts (IND-1 and IND-2).

1. The purpose of the IND-1 (Light and Warehousing Industrial) District is to provide areas for restricted industrial and warehouse uses of low to moderate intensities with minimal potential for off-site impacts. This district utilizes performance standards to ensure that impacts are controlled.

2. The purpose of the IND-2 (Heavy Industrial) District is to permit a wide range of intensive industrial uses, which include, but are not limited to, those that are major users of water, produce greater amounts of hazardous and regulated waste, storage of significant amounts of chemicals, produce air emissions, or substantially impact the landscape through mining and soil extraction. This district utilizes performance standards to ensure that impacts are controlled to protect the public health, safety, and welfare.

...

3.03.02. Nonresidential and Mixed Use Districts—Allowable Uses. The following table contains a list of uses allowed in each district, and specifies if they are permitted by right (P) or if they require special exception approval (S) in accordance with Chapter 2. Uses permitted only as accessory to a principal use are noted with an (A). All uses marked with an (L) have additional limitations specific to that use listed in Chapter 4.

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
<b>Civic, Nonprofit and Institutional</b>											
Civic Uses: town hall, libraries, museums	P	P	P	P	P	S	-	P	-	-	P
Civic Uses: police, fire, postal service	P	P	P	P	P	P	S	P	-	-	
Civic Clubs and Fraternal Organizations (L)	P	P	P	P	P	-	-	P	-	-	P

Specific Use Type	COM-1	COM-2	COM-3	OFC-1	OFC-2	IND-1	IND-2	PSP	P & G	PRS	MPD
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., Humane Societies) (L)	P	P	P	P	P	-	-	P	-	-	P
<b>Eating, Drinking and Entertainment</b>											
Adult-Oriented Businesses (L)	-	-	-	-	-	-	P	-	-	-	-
Drinking Establishments (without outdoor entertainment) (L)	-	P	P	-	-	-	-	-	-	-	P
Drinking Establishments (with outdoor entertainment) (L)	-	S	P	-	-	-	-	-	-	-	P
Beer, Wine, and Liquor Stores (L)	P	P	P	P	P	-	-	-	-	-	P
Cafeterias, Coffee and Donut Shops, Snack Bars, Sandwich Shops, Delicatessens, Bakeries	P	P	P	P	P	S	-	P	-	-	P
Microwbreweries (L)	-	S	P	-	-	P	-	-	-	-	P
Performing Arts Facilities (e.g. dinner theaters)	S	P	P	-	-	-	-	P	-	-	P
Pizza Delivery Establishments and Takeout Places	P	P	P	P	P	S	-	-	-	-	P
Restaurants, Fast Food (L)	-	P	P	-	-	-	-	-	-	-	P
Restaurants, Sit-Down	P	P	P	P	P	-	-	-	-	-	P
<b>Educational Facilities</b>											
Elementary/Secondary Schools (public and private) (L)	P	P	P	P	P	-	-	P	-	-	P
Colleges/Universities	S	S	P	S	P	-	-	P	-	-	P
<b>Industrial Uses (L)</b>											
Manufacturing, Heavy (L)	-	-	-	-	-	S	P	-	-	-	-
Manufacturing, Light (L)	-	-	-	-	-	P	P	-	-	-	P
Material Recovery Facilities (e.g. recycling centers)	-	-	-	-	-	P	P	-	-	-	-
Mining and Soil Extraction (L)	-	-	-	-	-	-	S	-	-	-	-





Lawn and Garden Equipment and Supplies Stores	P	P	P	-	-	P	-	-	-	-	P
Model Home Centers (L)	P	P	P	P	P	-	-	-	-	-	P
Pet (domestic) Stores	P	P	P	-	-	-	-	-	-	-	P
Plant Nurseries	P	P	P	-	-	-	-	-	-	-	P
Photo Finishing	P	P	P	P	P	-	-	-	-	-	P
Sporting Goods, Hobby, Book and Music Stores	P	P	P	P	P	-	-	-	-	-	P
Used Merchandise Stores	S	P	P	-	-	-	-	-	-	-	P
<b>Service, Business</b>											
Printing and Publishing	S	P	P	S	P	P	S	-	-	-	P
All other business services	P	P	P	P	P	P	P	-	-	-	P
<b>Service, Personal</b>											
Adult Day Care Centers	P	P	P	P	P	-	-	-	-	-	P
Bail Bonding	-	S	P	-	-	-	-	-	-	-	P
Child Day Care Centers	P	P	P	P	P	-	-	-	-	-	P
Funeral Homes	S	P	P	S	P	-	-	-	-	-	P
Tarot Card, Psychic, and Palm Readings	-	S	P	-	-	-	-	-	-	-	P
Tattooing, Body Piercing, and other Body Art	-	S	P	-	-	-	-	-	-	-	P
All other personal service uses	P	P	P	P	P	P	-	-	-	-	P
<b>Service, Major</b>											
Heavy Construction and Land Excavation Contractors	-	-	-	-	-	P	P	-	-	-	-
Kennels and Animal Boarding	-	S	P	-	-	P	-	-	-	-	P
Landscaping Services	P	P	P	-	-	P	S	-	-	-	-
Machine Shops and Tool and Die	-	-	-	-	-	P	P	-	-	-	-

Repair Services for Commercial and Industrial Machinery and Equipment	-	S	P	-	-	P	P	-	-	-	-
Truck Stops	-	-	S	-	-	P	P	-	-	-	-
<b>Training Facilities</b>											
Automobile Driver Schools	P	P	P	P	P	-	-	P	-	-	-
Technical/Trade Schools	P	P	P	P	P	P	S	P	-	-	P
Trucks and Heavy Equipment Driving Schools	-	-	P	-	-	P	P	P	-	-	-
<b>Utilities and Public Works</b>											
Dredge Spoil Disposal	-	-	-	-	-	-	-	S	-	-	-
Landfills (for nonhazardous, organic debris or construction debris only)	-	-	-	-	-	-	-	S	-	-	-
L P Gas Dealer and Bulk Storage	-	S	P	-	-	P	S	-	-	-	-
Municipal Pump Stations and Well Sites	P	P	P	P	P	P	P	P	P	S	P
Park and Ride Facilities	-	-	-	-	-	-	-	S	-	-	P
Power Generation and Distribution (electric and gas) Facilities	-	S	S	S	S	P	P	P	-	-	-
Public Works Facilities	-	-	-	-	-	P	P	P	-	-	-
Passenger Transit or Rail Stations	P	P	P	P	P	S	P	P	-	-	P
Solid Waste Transfer Stations	-	-	-	-	-	-	S	S	-	-	-
Wastewater Treatment Facilities	-	-	-	-	-	-	-	S	-	-	-
Water Supply Plants	-	-	-	-	-	-	-	S	-	-	P
Wireless Communication Facilities (L)	P	P	P	P	P	P	P	P	P	P	P
<b>Vehicle Sales, Rental, Service, and Repair</b>											
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	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
<b>Warehousing</b>											
Miniwarehouses, Office Warehouses and Self-Storage	-	S	P	-	-	P	-	-	-	-	P
Warehouse/Distribution Facilities (>50,000 sq ft)	-	-	S	-	-	S	P	-	-	-	-
Warehouse/Distribution Facilities (<50,000 sq ft)	-	S	P	-	-	P	S	-	-	-	P

1 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.

**Sec. 4.14. - Industrial Uses.**

4.14.01. *Industrial use classifications.*

- A. *Heavy Industrial (IND-2) uses.* Heavy industrial uses shall include any facility that meets at least one of the following criteria:
1. Emits 500 pounds or more per year of lead or lead compounds; or
  2. Emits 100 tons per year or more of any one regulated pollutant (PM10; nitrogen oxides; sulfur dioxide; carbon monoxide; volatile organic compounds; and lead) subject to regulation under F.S. ch. 403; or
  3. Emits ten tons or more per year of any one hazardous air pollutant (HAP) as defined by Chapter 62-210, Florida Administrative Code; or
  4. Emits 25 tons or more per year of any combination of hazardous air pollutants as defined by Chapter 62-210, Florida Administrative Code; or
  5. The facility would require a major source Title V air permit as required by the requirements under F.S. ch. 403; or
  6. Bulk storage of hazardous or regulated chemicals in excess of 25,000 gallons (excluding diesel and unleaded gasoline fueling facilities exclusively utilized for fueling of vehicles, public water/wastewater treatment and emergency generators); or

7. Large quantity generators of hazardous waste as regulated under Chapter 62-730, Florida Administrative Code; or
8. The following industrial uses are presumed to be considered heavy industrial based upon the above criteria: air curtain incinerators; asphalt plants; concrete batch plants; fabrication facilities (involving open air grit blasting or open air painting); phosphate/nitrate fertilizer manufacturing facilities; fiberglass products manufacturing facilities; explosive storage and or manufacturing facilities; biohazardous waste incinerator, pesticide formulation facilities; scrap yard/shredding facilities; soil remediation facilities; bulk solvent chemical storage and or processing facilities; paint/ink remanufacturing facilities; secondary metals recovery or manufacturing facilities; chrome plating facilities; asbestos products fabricators; manufacturer, livestock importing/exporting facilities; and those uses listed in the IND-2 District outlined in [Chapter 3](#), Table 3-4.

This list is not all-inclusive and other uses may be considered heavy industrial based upon the above criteria as determined by the Land Use Administrator.

- B. *Light Industrial (IND-1) uses.* All other manufacturing, processing, and assembly activities not meeting one of the heavy industrial criteria listed in this Code shall be presumed to be light industrial, including those uses listed in the IND-1 District outlined in [Chapter 3](#), Table 3-4.
- C. *Approvals; permitting.* Approvals, permits, or other forms of written assurances from appropriate federal, state, or local agencies that the use is likely to meet or exceed the specified standards for dust emissions, water consumption, air quality, hazardous, and regulated waste management set forth in [Chapter 10](#) shall be considered competent and substantial presumptive evidence that the use complies with these zoning performance standards for permitting.

4.14.02. *Industrial use performance standards.* Manufacturing, processing, and assembly operations shall meet the following performance standards. Proof of compliance shall be provided stating that all required permits for particular discharges can and will be met. All necessary environmental permits shall be obtained. Table 4-5 depicts the required performance standards for heavy industrial and light industrial and warehousing uses:

Table 4-5: Performance Standards for Industrial Uses

	Light Industrial & Warehousing (IND 1)	Heavy Industrial (IND 2)	Application Requirements
Lighting	Lighting shall be in accordance with <a href="#">Chapter 9</a> of the LDC	Lighting shall be in accordance with <a href="#">Chapter 9</a> of the LDC	Detail lighting plan
Sound Measured from property line	Residential: 60 dBA (7AM—10PM)	Residential: 60 dBA (7AM—10PM)	Statement of compliance
	Residential: 60 dBA (10PM—7AM)	Residential: 60 dBA (10PM—7AM)	
	Commercial: 65 dBA (7AM—10PM)	Commercial: 65 dBA (7AM—10PM)	
	Commercial: 60 dBA (10PM—7AM)	Commercial: 60 dBA (10PM—7AM)	
	Industrial: 75 dBA (7AM—10PM)	Industrial: 75 dBA (7AM—10PM)	

	<b>Light Industrial &amp; Warehousing (IND 1)</b>	<b>Heavy Industrial (IND 2)</b>	<b>Application Requirements</b>
	Industrial: 75 dBA (10PM—7AM)	Industrial: 75 dBA (10PM—7AM)	
Water Consumption	Consumptive Use Permit specifically approved by SJRWMD	Consumptive Use Permit specifically approved by SJRWMD	SJRWMP CUP permit submittal
Hazardous/Regulated Waste Management	New Large Quantity Generators of hazardous waste as regulated under Chapter 62-730, F.A.C., as amended are prohibited	All hazardous waste generators shall comply with State and Federal regulations	List of potential waste generated and anticipated amounts.
	New chemical containment areas to provide appropriate secondary containment	New chemical containment areas to provide appropriate secondary containment	Statement of compliance
	BMPs developed to prevent potential discharges of regulated substances	BMPs developed to prevent potential discharges of regulated substances	Submittal of BMP plan.
Electrical/Electromagnetic Interference	Use shall not cause, create or contribute Electrical/Electromagnetic Interference to adjacent properties	Use shall not cause, create or contribute Electrical/Electromagnetic Interference to adjacent properties	Statement of compliance
Air Quality	<b>General Title V or non-Title V</b>	<b>Major Source Title V Permit under F.S. ch. 403 F.S. as amended</b>	FDEP permit submittal
	Emits < 500 pounds per year of lead or lead compounds	Emits > 500 pounds per year of lead or lead compounds	FDEP Annual Operating Reports/Permits
	Emits < 100 tons per year of any regulated pollutant	Emits > 100 tons per year of any regulated pollutant	FDEP Annual Operating Reports/Permits
	Emits < 10 tons per year of any one HAP	Emits > 10 tons per year of any one HAP	FDEP Annual Operating Reports/Permits
	Emits < 25 tons of any combination of HAPs	Emits > 25 tons of any combination of HAPs	FDEP Annual Operating Reports/Permits
	BMPs to control dust	BMPs to control dust	
	Airborne discharges shall be minimized so as not to cause or contribute to an objectionable odor to adjacent residential areas	Airborne discharges shall be minimized so as not to cause or contribute to an objectionable odor to adjacent residential districts	Statement of compliance
	Regulated Pollutants shall meet federal and State air quality standards	Regulated Pollutants shall meet federal and State air quality standards	FDEP Annual Operating Reports/Permits/Monitoring

	<b>Light Industrial &amp; Warehousing (IND 1)</b>	<b>Heavy Industrial (IND 2)</b>	<b>Application Requirements</b>
Storage of Hazardous or Regulated Chemicals	< 25,000 gallons permissible	Storage of Hazardous or Regulated Chemicals permissible	FDEP Registration/Inventory; Submittal of SPCC Plan
Fire Prevention Standards	Fire suppression devices shall be installed in accordance with City requirements	Fire suppression devices shall be installed in accordance with City requirements	Site plan and description of fire prevention measures with Fire Marshal/City approval
New Septic Systems	Not permissible	Not permissible	NA
Radioactive Materials	Fixed nuclear density gauges with sources exceeding 50 mCi prohibited	Fixed nuclear density gauges permissible	BRC radioactive material license and protection plan submittal
	Source material other than medical applications uses prohibited	Source material with BRC approval	BRC approval and documentation of RSO and authorized user

Note: Regulated pollutants = shall consist of PM10, nitrogen oxides, sulfur dioxide, carbon monoxide, volatile organic compounds, lead.

HAP (Hazardous air pollutant) = As defined by Chapter 62-210 F.A.C. as amended.

BRC = Bureau of Radiation Control

RSO = Radiation Safety Officer

Sound = The standards set forth shall not apply to emergency warning devices, lawn care equipment, or construction operations.

Storage of Hazardous or Regulated Chemicals = Aboveground and underground storage tanks regulated by FDEP and utilized for vehicular purposes are permitted in IND-1 and IND-2.

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 3/20/2018

<b>Department</b> PLANNING	<b>Amount</b>
<b>Item Key</b>	<b>Account</b>
	<b>#</b>
<b>Subject</b> ORDINANCE 2017-XX ZONING MAP AMENDMENT FOR 184+/- ACRE PARCEL FROM MIXED USE HIGH: PLANNED UNIT DEVELOPMENT (PUD) (FLAGLER COUNTY DESIGNATION) TO MASTER PLANNED DEVELOPMENT (MPD) (CITY OF PALM COAST DESIGNATION)	
<b>Background:</b> <b><u>Update from the December 5, 2017 Business Meeting.</u></b> City Council heard this item at their December 5, 2017 Business Meeting. In response to City Council direction, staff reviewed the comments provided by interested parties regarding the Colbert Preserve/Roberts Pointe Master Planned Development Agreement (MPD-DA) and amended the MPD-DA as follows:  <ol style="list-style-type: none"><li>1. The list of permitted uses was amended to prohibit kennels and animal boarding, provide screening requirements for outdoor storage including miniwarehouse, office warehouse, and self-storage use, and require special exception approval for certain uses (LP Gas Dealer and Bulk Storage, and Towing Services).</li><li>2. The MPD agreement now includes explicit language regarding the screening requirements for outdoor storage, and for RV and Boat storage,</li><li>3. Maximum height for non-residential uses on Roberts Rd. reduced to 45',</li><li>4. Setbacks for non-residential uses on Roberts Rd. increased from 20' to 25' with a required landscape buffer of 15' (similar to residential uses), and</li><li>5. Limit residential units of 800 sq. ft. or less to no more than 25% of total number of units.</li></ol>	
<b><u>Original background from the December 5, 2017 Business Meeting.</u></b> <b>Analysis of Proposal</b>  The subject property was annexed into the City of Palm Coast in 2015. The subject property is approximately 184+/- acres and generally located east of Colbert Lane and west of Roberts Road located approximately 1,400 feet north of State Road 100. The application proposes to change the zoning designations for the areas currently designated as Mixed Use High: Planned Unit Development to Master Planned Development (MPD) along with a Development Agreement. The proposed rezoning of the subject property is a companion application to a proposed Comprehensive Plan amendment.  The proposed MPD Development Agreement establishes a maximum development potential on the subject property to 1500 dwelling units and 200,000 sq. ft. of non-residential along with 400 spaces for RV and boat storage. The proposed MPD includes a conceptual master plan that will designate 21+/- acres along Colbert Lane for commercial uses, 22.3+/- acres along Roberts Rd. for commercial or light industrial use, 19+/- acres for open space, preservation or park/recreation use, and 121+/- acres for residential.	

The MPD proposes a maximum density of 1500 dwelling units (which may be single-family attached or detached, as well as multi-family development) with a height limit of 45' for single-family residential, 60' for the multi-family residential buildings, and 60' for commercial buildings. The density (gross density approximately 12 units/acre) and development standards for proposed multi-family development in the MPD (height, setbacks, etc.) are comparable with the City's Multi-family Residential-2 (MFR-2) zoning district.

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:

- the proposed commercial uses along a collector road is appropriate;
- the area proposed to be designated for multi-family uses is consistent with Comprehensive Plan policy (1.1.1.4) to locate multi-family zoning based on the following locational criteria:
  - proximity to major arterials or collectors;
  - parcels with at least 15 acres of contiguous uplands;
  - the availability of central utilities;
  - availability of land area to provide either a wide landscaped or a natural buffer or barrier from proximate single family residential uses; and
  - additionally, any project on the parcel will be required to meet the architectural design guidelines provided in the LDC.

The proposed rezoning is further consistent with the following Comprehensive Plan policies:

- providing opportunities to diversify the city's housing supply; and
- intensification of uses only where infrastructure has sufficient capacity to accommodate additional development.

**Recommended Action:** Staff recommends Approval.



**COMMUNITY DEVELOPMENT DEPARTMENT  
Zoning Map Amendment Staff Report  
February 12, 2018**

**OVERVIEW**

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<b>Case Number:</b>	3193
<b>Applicant:</b>	City of Palm Coast
<b>Property Description:</b>	184+/- acres generally located east of US-1 and south of Belle Terre Blvd.
<b>Property Owner:</b>	Sunbelt Holdings Colbert Lane LLC
<b>Real Estate ID #:</b>	03-12-31-0000-01010-0080, 02-12-31-0000-01010-120, 02-12-31-0000-01010-0110, 02-12-31-4938-00000-0070, 02-12-31-4938-00000-0080, 02-12-31-4938-00000-0090, 02-12-31-4938-00000-0100, 02-12-31-0000-01010-0130, and 11-12-31-0650-000B0-0091
<b>Current FLUM designation:</b>	Mixed Use: High Intensity
<b>Current Zoning designation:</b>	Mixed Use High: Planned Unit Development (MUH-PUD)
<b>Current Use:</b>	Vacant
<b>Requested Action:</b>	Rezoning from Flagler County designation Mixed Use High: Planned Unit Development (MUH-PUD) to City of Palm Coast designation Master Planned Development (MPD).
<b>Recommendation:</b>	Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that the City Council APPROVE the proposed zoning map amendment to MPD as well as the companion Development Agreement.

**ANALYSIS**

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**REQUESTED ACTION**

The subject parcels were annexed into the City of Palm Coast in October 2015. The proposed zoning map amendment (rezoning) will change the designation of the subject properties from Flagler County designation of Mixed Use High: Planned Unit Development (MUH-PUD) to City of Palm Coast designation of Master Planned Development (MPD) along with a development agreement that will permit up to 1500 dwelling units, 200,000 sq. ft. of non-residential development along with up to 400 spaces for RV and boat storage. The proposed conceptual master plan divides the subject parcel into the following areas:

Roberts Pointe (Non-residential/Industrial Area) – 22.3+/- acres  
Residential/Commercial (Flex) nodes (along Colbert Lane) – 21.7+/- acres  
Residential Use – 121+/- acres  
Open space/Park Area – 19+/- acres

The MPD Development Agreement also includes an Exhibit which delineates the developable lands on the subject property.

This request is a companion to a Comprehensive Plan amendment to change the Future Land Use Map (FLUM) designation of the subject parcel from Flagler County designations of Mixed Use High Intensity to City of Palm Coast designation of Mixed Use.

### **Changes since the 1<sup>st</sup> reading.**

In response to City Council direction, staff reviewed the comments provided by interested parties regarding the Colbert Preserve/Roberts Pointe Master Planned Development Agreement (MPD-DA) and amended the MPD-DA as follows:

1. The list of permitted uses was amended to prohibit kennels and animal boarding, provide screening requirements for outdoor storage including miniwarehouse, office warehouse, and self-storage use, and require special exception approval for certain uses (LP Gas Dealer and Bulk Storage, and Towing Services).
2. The MPD agreement now includes explicit language regarding the screening requirements for outdoor storage, specifically, for RV and Boat storage,
3. Maximum height for non-residential uses on Roberts Rd. reduced to 45',
4. Setbacks for non-residential uses on Roberts Rd. increased from 20' to 25' with a required landscape buffer of 15' (similar to residential uses), and
5. Limit residential units of 800 sq. ft. or less to no more than 25% of total number of units.

### **BACKGROUND/SITE HISTORY**

The subject properties along with some adjacent parcels were annexed by the City in October 2015. The subject properties currently have entitlements as part of the Grand Reserve West Planned Unit Development (PUD). The PUD was approved and amended in 2008. The PUD development agreement permits a maximum of 300 dwelling units and development of commercial uses on 25% to 50% of the property.

### **Planning and Land Development Regulation Board (PLDRB) Action**

On November 15, 2017, the PLDRB held a public hearing on the agenda item and recommended approval without changes. There were no public comments at the hearing.

### **LAND USE AND ZONING INFORMATION**

#### **SURROUNDING LAND USES:**

North: Mixed Use: High Intensity (Flagler County)

South: Mixed Use (City of Palm Coast)

East: Commercial: High Intensity, Residential: Low Density/Rural Estate (Flagler County), Mixed Use (Flagler Beach)

West: Mixed Use: Low Intensity (Flagler County), Mixed Use & Residential (City of Palm Coast)

**SURROUNDING ZONING:**

North: Planned Unit Development (PUD) (Flagler County)

South: Neighborhood Commercial (COM-1), Multi-family Residential-2 (MFR-2) (City of Palm Coast)

East: Planned Unit Development (PUD) (Flagler County), Planned Unit Development (PUD) (Flagler Beach)

West: Planned Unit Development (PUD) (Flagler County), General Commercial (COM-2) (City of Palm Coast), and Master Planned Development (MPD) (City of Palm Coast)

**Consistency of Proposed Zoning Designation with Surrounding Properties**

The proposed rezoning to Master Planned Development (MPD) along with the conceptual master plan is generally consistent with the uses found in the surrounding areas. Specifically, the Roberts Pointe industrial area will be adjacent to lands designated for Industrial (Sea Ray Boats) or High Intensity Commercial use (proposed parking area for Sea Ray). The MPD has been amended (between 1st and 2nd reading) to consider that a portion of the Roberts Pointe area overlaps a residential area for the adjacent PUD. Additional location for commercial use is along an arterial (Colbert Lane). Finally, the overall size of the parcel will allow for appropriate buffers and open space areas between the different land uses.

**COMPARISON SITE DEVELOPMENT REQUIREMENTS:**

A site development requirements comparison between the existing zoning and proposed zoning is provided in the following tables.

**Non-Residential Comparison**

The comparison for the non-residential portion of the property does indicate significant differences between the existing and proposed PUD/MPD Agreement. The current PUD agreement permits commercial development to occur from 25% to 50% of the subject property with a maximum FAR of .4 (if 50% of land is developed, this is a maximum potential of 1.6 million sq. ft.), while the proposed MPD will limit non-residential development to a total of 200,000 sq. ft. overall and a 400 space RV and boat storage.

**Non-residential Comparison**

<b><u>Criteria</u></b>	<b><u>PUD (Existing)</u></b>	<b><u>MPD (Proposed)</u></b>
<b>Floor to Area Ratio (FAR)</b>	Commercial development limited to 25% to 50% of PUD area	limited to total of 200,000 sq. ft. overall
<b>Max. Impervious Area</b>	---	.70
<b>Max. Bldg. Height</b>	3 stories or 45'	45'
<b>Minimum Interior Side &amp; Rear Setbacks</b>	20' from parcel boundary (35' from any residential lot)	20'
<b>Minimum Arterial/Collector Rd. Setback</b>	25' (from Colbert Ln. or Roberts Rd.)	25' (from Colbert Ln. or Roberts Rd.)
<b>Minimum Local Rd. Setback</b>	---	20' or Landscape Buffer whichever is greater
<b>Lot Width Minimum</b>	---	100'

**Residential Comparison**

The comparison for the residential development requirements indicates that there is a significant difference in the development potential between the existing and proposed zoning. Currently, the approved PUD has a maximum development potential of 300 attached or detached single family units. The proposed MPD would increase the development potential to 1500 dwelling units while the maximum height limit will increase from 35' to 60'. The 1500 dwelling units equates to a gross density of approximately 9 dwelling units/acre (in comparison, the City's two multi-family zoning district MFR-1 and MFR-2 allow a gross density of 8 and 12 units/acre, respectively with a height limits of 50' and 60'). Additionally, the minimum living area for single family is 1,000 which is less than requirement for other single family homes in Palm Coast. Finally, the housing types will change by permitting multi-family units along with single-family detached.

### **Residential Comparison**

<b>Criteria</b>	<b><u>PUD (Existing) Townhomes Attached</u></b>	<b><u>PUD (Existing) Single Family Detached</u></b>	<b><u>MPD (Proposed) Single-family Detached</u></b>	<b><u>MPD (Proposed) Multi-family Attached</u></b>
<b>Max. Density (units/acre)</b>	300 total	300 total	1500 units total for all residential	1500 units total for all residential
<b>Max. Bldg. Height</b>	35'	35'	35'	60'
<b>Min. Front Setback</b>	20'	20'	10'	10'
<b>Min. Rear Setback</b>	5'	15'	10'	10'
<b>Min. Interior Side Setback</b>	0'(20' between buildings)	5'	5'	0' (10' between buildings)
<b>Lot Width Minimum</b>	22'	50'	40'	18'
<b>Lot Size Minimum</b>	2,200 sq. ft.	5,000 sq. ft.	4,000 sq. ft.	1,800 sq. ft.
<b>Living Area Minimum</b>	---	---	1,000 sq. ft.	650 sq. ft.

### **ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE CHAPTER 2 SECTION 2.05.05 AND SECTION 2.06.03**

**The Unified Land Development Code states:** *When reviewing a development order application, the approval authority shall determine whether sufficient factual data was presented in order to render a decision. The decision to issue a development order shall be based upon the following, including but not limited to:*

*A. The proposed development must not be in conflict with or contrary to the public interest;*

**Staff Finding:** The proposed development is not in conflict with, or contrary to, the public interest. The proposed zoning designation is consistent with the majority of the surrounding lands.

The proposed rezoning from the Flagler County PUD designation to City of Palm Coast MPD provides a significant change in density and potential housing types. However, the subject parcel is of a size that is adequate to provide buffering between adjacent uses. The non-residential use component of the MPD will be located appropriately on parcels with direct access to Colbert Lane or Roberts Rd. and serves as an appropriate location for additional services (retail, office, etc.).

*B. The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;*

**Staff Finding:** The proposed rezoning of the property is consistent with the following Comprehensive Plan Policies:

*Policy 1.1.1.4 – The following principles and locational criteria shall be used for siting the multi-family residential zoning district within the Residential FLUM designation:*

- A. Availability of existing or planned roads or driveways, which provide accessibility to a collector or an arterial roadway.*
- B. Sites with at least 15 acres of contiguous uplands are preferable; sites less than 5 acres should not be considered.*
- C. Availability of central utilities.*
- D. Proximity of existing or planned commercial and employment centers preferable.*
- E. Proximity to existing or planned parks and recreational facilities preferable.*
- F. Proximity to existing or planned schools preferable.*
- G. Preferred sites should have available land area to provide either a wide landscaped buffer or a natural buffer or barrier from proximate single family residential uses.*
- H. Ability to provide architectural design compatibility with proximate single-family residential areas.*

Consistent with Policy 1.1.1.4, the subject parcel has direct access to a collector road (Roberts Rd. & Colbert Ln.), contains at least 15 acres of contiguous uplands, have central water and wastewater facilities in proximity of the site, has adequate land area to provide either a wide landscaped or natural buffer from proximate single family residential uses (there are no single family residential uses proximate to the site), and finally, will be required to meet the architectural design guidelines provided in the LDC.

Although consistent with the locational criteria for siting multi-family residential districts as provided in the Comprehensive Plan, proposed development will be required to go through the site plan/platting process review to determine consistency with the Land Development Code.

*-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 are available within proximity of the site and finally, the proposed development on the parcel will appropriately occur on a parcel with direct access to a collector (Roberts Rd. & Colbert Ln.) and therefore, will minimize significant impacts on the local roads.

*Objective 3.4.1 – Diversity in Housing Opportunities*

*Policy 3.4.1.1 – Through the FLUM and the zoning district regulations of the LDC, the City shall make provisions to supply land that can be developed with various types of residential uses, including single-family homes of various sizes, duplexes, multi-family dwellings, and residential units in mixed use development.*

Consistent with Objective 3.4.1 and Policy 3.4.1.1, the proposed provides an opportunity to diversify the housing opportunities in the City of Palm Coast. The current development agreement permits single-family attached or detached units. The proposed Development Agreement proposes to permit multi-family dwellings in addition to single-family units.

*C. The proposed development must not impose a significant financial liability or hardship for the City;*

**Staff Findings:** The rezoning of the site does not impose a significant financial liability or hardship for the City. The proximity of existing infrastructure provides an opportunity to extend water or wastewater lines to the subject property.

*D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;*

**Staff Finding:** The rezoning will generally not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants. The proposed change to expand commercial uses and residential uses on a parcel with direct access to Colbert Ln. or Roberts Rd. is appropriate.

*E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes;*

**Staff Finding:** The rezoning request would not affect any requirements imposed by Federal, State or local government. Any proposed project on the subject properties would still be subject to review by the appropriate Federal, State, or local agencies and compliance with all applicable federal, state or local government laws, rules, statutes, ordinances, regulations or codes. Additionally, the companion Future Land Use Map (FLUM) amendment for the subject properties will be transmitted to the state land planning agency for review and comment by the appropriate state agencies.

**ULDC Chapter 2, Part II, Section 2.06.03 specifically states: "The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, when reviewing a rezoning application":**

*A. Whether it is consistent with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan;*

**Staff Finding:** As noted previously in the analysis prepared for ULDC Chapter 2, Part II, Section 2.05.05 of this staff report, the proposed rezoning is generally in conformance with the Comprehensive Plan.

*B. Its impact upon the environment and natural resources;*

**Staff Finding:** Any proposed use on the subject properties will be subject to additional environmental review at the time that an application for a development order or plat is submitted. The property has previously been studied to determine wetland locations and has proposed a developable area map that avoids impacts to the wetlands on site.

*C. Its impact on the economy of any affected area;*

**Staff Finding:** The proposed rezoning of the property does not negatively impact the economy of the surrounding area. The proposed MPD agreement which permits commercial and residential provide additional economic opportunities in the area.

D. *Its impact upon necessary governmental services such as schools, sewage disposal, potable water, drainage, fire and police protection, solid waste, or transportation;*

**Staff Finding:** The subject property is currently within the existing service area of the City of Palm Coast. As any proposed development moves forward, the applicant for development would be required to provide additional traffic studies to identify impacts on the roadway network as well as any transportation improvement that may be necessary to accommodate the proposed development. Additionally, any proposed development will need to coordinate with utility providers (City of Palm Coast), as well as the Flagler County School District to ensure adequate capacity to accommodate development.

E. *Any changes in circumstances or conditions affecting the area;*

**Staff Finding:** The annexation of the subject property necessitates the zoning map amendment to provide the subject properties with an appropriate zoning designation that is consistent with the City of Palm Coast Comprehensive Plan.

F. *Compatibility with proximate uses and development patterns, including impacts to the health, safety, and welfare of surrounding residents;*

**Staff Finding:** The proposed uses on the subject properties are consistent with uses found in the surrounding area. The proposed Roberts Pointe area is adjacent to an industrial use parcel and would be separated from any residential development by significant wetland/open space. The Colbert Preserve Mixed Use area is located directly on Colbert Ln. and can serve as an appropriate buffer between Colbert Ln. and the proposed residential uses to the interior of the property. Finally, residential uses will have direct access to collector roads (Colbert Ln./Roberts Rd.) and will have an appropriate open space buffer from the adjacent non-residential uses.

G. *Whether it accomplishes a legitimate public purpose:*

**Staff Finding:** Yes, the rezoning furthers a legitimate public purpose by providing for a more cohesive plan for development along a growing area of the City of Palm Coast/Flagler County. Additionally, the change to permit multi-family development can serve to potentially diversify the housing stock in the City, however, the diversification of potential housing stock should also take into consideration the proximity of surrounding uses and that the proposed use on the subject property mitigate its impact on the existing uses in the area.

**2.09.04. Review findings. The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, when reviewing a master planned development application:**

A. *Consistency with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan.*

**Staff Finding:** As previously stated, the proposed application is consistent and furthers the goals and objectives of the Comprehensive Plan.

B. *Consistency with the general intent of the LDC.*

**Staff Finding:** The application is generally consistent with the intent of the LDC. The development standards proposed in the MPD are generally consistent with the standards established for development of a similar nature.

*C. Degree of departure of the proposed development from surrounding areas in terms of character and density/intensity.*

**Staff Finding:** The application is generally consistent with the intent of the LDC. The development standards proposed in the MPD are generally consistent with the standards established for development of a similar nature. Additionally, the proposed uses within the MPD are consistent with the existing uses adjacent to the site (industrial) or to the potential uses permitted by the surrounding zoning districts.

*D. Compatibility within the development and relationship with surrounding neighborhoods.*

**Staff Finding:** As stated in the previous criteria, the proposed uses within the MPD are compatible with the uses adjacent to the subject properties as well as the potential uses permitted by the surrounding zoning districts. Additionally, the conceptual master plan for the subject parcel provides a buffer (identified as the Lehigh Memorial Park on the conceptual plan) between the existing industrial use on the adjacent property to the proposed residential uses on site.

*E. Adequate provision for future public education and recreation facilities, transportation, water supply, sewage disposal, surface drainage, flood control, and soil conservation as shown in the development plan.*

**Staff Finding:** As previously stated, if the application for a Master Planned Development is approved, the project will be analyzed in further detail to determine that there are adequate public infrastructure capacity to serve the development. Additionally, should this development move forward, the development will be required to pay impact fees to accommodate its impact on the public infrastructure and services.

*F. The feasibility and compatibility of development phases to stand as independent developments.*

**Staff Finding:** The MPD development agreement requires that all infrastructure necessary to support each project shall be constructed concurrently with or prior to construction of the project.

*G. The availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed development.*

**Staff Finding:** The subject property is located and will have primary access from two parallel collectors (Colbert Ln. and Roberts Rd.). As the proposed project move forward, the MPD agreement requires a traffic study to provide more in-depth analysis to determine the appropriate traffic operation improvements necessary to accommodate the project (i.e. traffic signals, turn-lanes, etc).

*H. The benefits within the proposed development and to the general public to justify the requested departure from standard development requirements inherent in a Master Planned Development District classification.*

**Staff Finding:** The benefits of the proposed MPD classification over the standard development requirement is justified by the flexibility in developing those areas of the properties which are most appropriate. Through the use of MPD, the higher quality wetlands

are avoided and development is allowed to cluster away from the wetlands. Additionally, areas with specimen trees are identified and may be preserved.

*I. The conformity and compatibility of the development with any adopted development plan of the City of Palm Coast.*

**Staff Finding:** The proposed non-residential uses along the collector roads (Colbert Ln./Roberts Rd.) is appropriate. Additionally, the proposed Roberts Rd. industrial area is adjacent to existing industrial development. Furthermore, the industrial uses will be buffered from future residential uses by an open space area identified as the Lehigh Memorial Park on the conceptual plan.

Although bounded on the north by properties not within the City of Palm Coast, this area to the north is part of an approved Flagler County PUD which will permit a mix of multi-family residential units and retail uses. Also, the subject properties are bounded to the west by parcels zoned for both commercial and residential uses.

*J. Impact upon the environment or natural resources.*

**Staff Finding:** Any development on the subject properties will be subject to additional environmental review at the time that an application for a development order or plat is submitted. A wetland study was previously completed for the site and delineated the most appropriate areas for development and areas on the property to be left as undeveloped.

*K. Impact on the economy of any affected area.*

**Staff Finding:** The proposed rezoning of the property does not negatively impact the economy of the surrounding area. The proposed zoning to commercial and multi-family residential provide additional economic opportunities in the area.

#### **PUBLIC PARTICIPATION**

Unified Land Development Code Chapter 2, Part II, Section 2.05.02 requires developers (defined as property owners or persons who are improving property within the City) to notify owners within 300' and hold a neighborhood meeting for Zoning Map Amendments. The City hosted a neighborhood meeting on March 2, 2017.

#### **RECOMMENDATION**

Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that the City Council APPROVE the proposed zoning map amendment to MPD as well as the companion Development Agreement.

**ORDINANCE 2018 - \_\_\_\_\_**  
**COLBERT PRESERVE/ROBERTS POINTE MPD ZONING MAP AMENDMENT**

**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 ZONING DESIGNATION FOR APPROXIMATELY 184 ACRES, FROM FLAGLER COUNTY DESIGNATION OF MIXED USE HIGH INTENSITY-PLANNED UNIT DEVELOPMENT TO CITY DESIGNATION OF MASTER PLANNED DEVELOPMENT (MPD) WITH A DEVELOPMENT AGREEMENT; SUBJECT PROPERTY IS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast, 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.

**WHEREAS**, the City now intends to change the zoning of the subject property from Flagler County Designation of Mixed Use High Intensity-Planned Unit Development to City of Palm Coast Master Planned Development (MPD) with a Development Agreement.

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

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

**SECTION 2. Rezoning of Subject Property.** The zoning designations for the subject parcel is hereby changed from Flagler County Mixed Use High Intensity Planned Unit Development to City of Palm Coast Master Planned Development (MPD) along with a Development Agreement (Exhibit “C”).

**SECTION 3. Conflicts.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

**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 immediately upon the effective date of Ordinance No. 2018-XX as adopted by the City Council of the City of Palm Coast, Florida, and pursuant to the City Charter. If Ordinance No. 2018-XX does not become effective, then this Ordinance shall become null and void.

**APPROVED** on first reading the 5<sup>th</sup> day of December, 2017, at a public hearing.

**ADOPTED** on the second reading the \_\_\_\_ day of \_\_\_\_\_ 2018, at a public hearing.

**CITY OF PALM COAST, FLORIDA**

---

Milissa Holland, Mayor

**ATTEST:**

---

Virginia A. Smith, City Clerk

Approved as to form and legality

---

William E. Reischmann, Jr.  
City Attorney

**EXHIBIT A**  
**LEGAL DESCRIPTION**

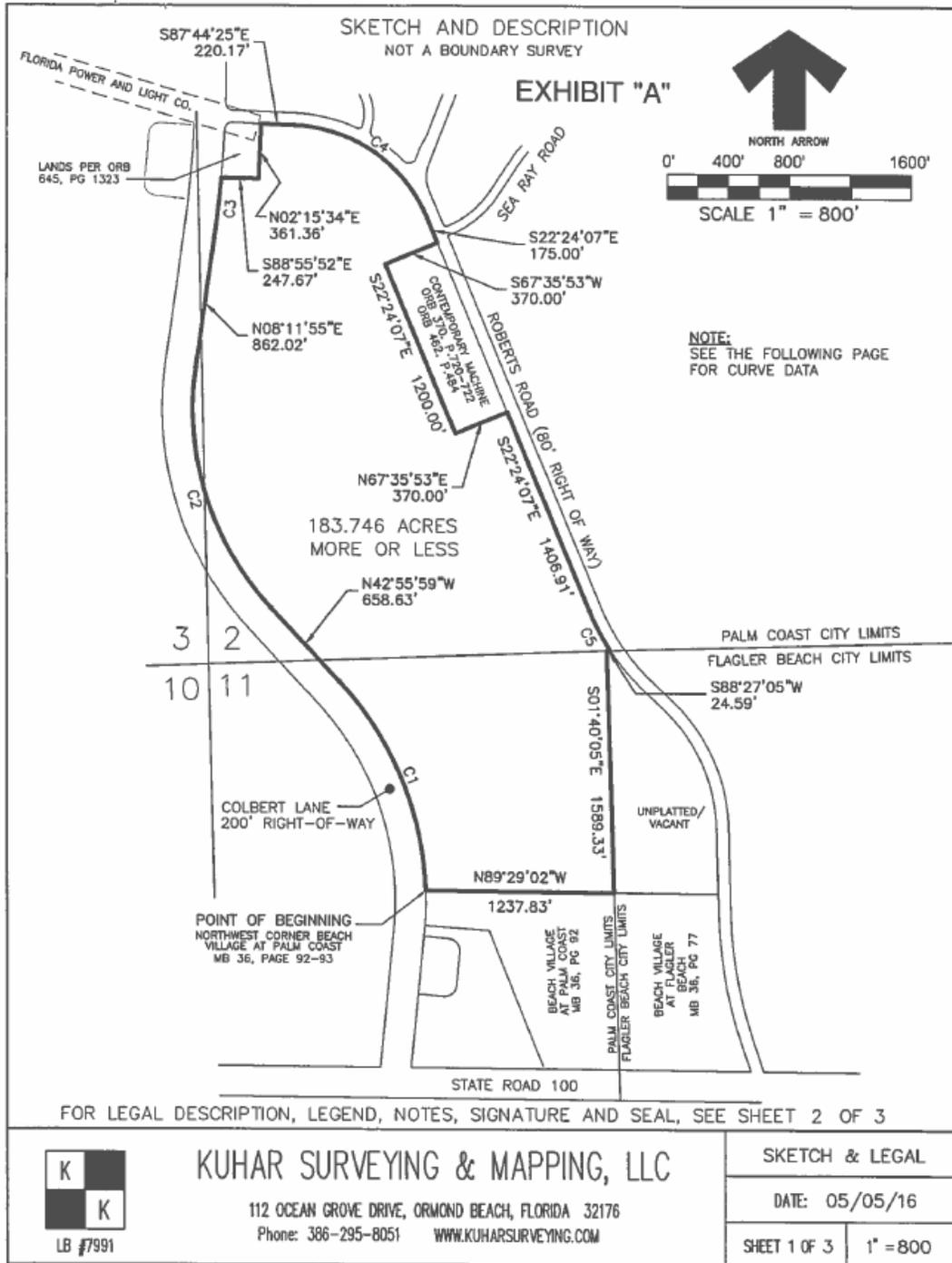


EXHIBIT A – LEGAL DESCRIPTION CONTINUED

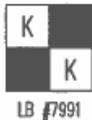
SKETCH AND DESCRIPTION  
NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTIONS 2, 3 AND 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE NORTHWEST CORNER OF BEACH VILLAGE AT PALM COAST PER MAP BOOK 36, PAGES 92-93, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, FOR THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING LOCATED ON THE EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE (A 200-FOOT RIGHT-OF-WAY);

THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: 1) THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 1515.92 FEET, A RADIUS OF 2110.00 FEET, A CENTRAL ANGLE OF 41°09'50", A CHORD BEARING OF N22°21'04"W , AND A CHORD DISTANCE OF 1483.52 FEET TO A POINT OF TANGENCY; 2) THENCE N42°55'59"W FOR A DISTANCE OF 658.63 FEET TO A POINT OF CURVATURE; 3) THENCE ALONG SAID CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 1704.51 FEET, A RADIUS OF 1910.00 FEET, A CENTRAL ANGLE OF 51°07'54", A CHORD BEARING OF N17°22'02"W AND A CHORD DISTANCE OF 1648.51 FEET TO A POINT OF TANGENCY; 4) THENCE N08°11'55"E FOR A DISTANCE OF 862.02 FEET TO A POINT OF CURVATURE; 5) THENCE ALONG SAID CURVE TO THE LEFT HAVING AN ARC LENGTH OF 394.96 FEET, A RADIUS OF 7734.00 FEET, A CENTRAL ANGLE OF 02°55'34", A CHORD BEARING OF N06°44'08"E AND A CHORD DISTANCE OF 394.92 FEET TO THE SOUTHERLY LINE OF LANDS PER OFFICIAL RECORDS BOOK 645, PAGE 1323, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT-OF-WAY LINE ALONG SAID SOUTHERLY LINE S88°55'52"E FOR A DISTANCE OF 247.67 FEET TO THE EASTERLY LINE OF SAID LANDS; THENCE DEPARTING SAID SOUTHERLY LINE ALONG SAID EASTERLY LINE N02°15'34"E FOR A DISTANCE OF 361.36 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ROBERTS ROAD (AN 80-FOOT RIGHT-OF-WAY); THENCE DEPARTING SAID EASTERLY LINE ALONG SAID RIGHT-OF-WAY LINE S87°44'25"E FOR A DISTANCE OF 220.17 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE TO THE RIGHT, SAID CURVE HAVING AN ARC LENGTH OF 1120.99 FEET, HAVING A RADIUS OF 983.00 FEET, A CENTRAL ANGLE OF 65°20'18", A CHORD BEARING OF S55°04'16"E AND A CHORD DISTANCE OF 1061.22 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY S22°24'07"E FOR A DISTANCE OF 175.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE S67°35'53"W FOR A DISTANCE OF 370.00 FEET; THENCE DEPARTING SAID LINE S22°24'07"E FOR A DISTANCE OF 1200.00 FEET; THENCE N67°35'53"E FOR A DISTANCE OF 370.00 FEET TO SAID RIGHT-OF-WAY LINE OF ROBERTS ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE S22°24'07"E FOR A DISTANCE OF 1406.91 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT HAVING AN ARC LENGTH OF 298.27 FEET, A RADIUS OF 1539.73 FEET, A CENTRAL ANGLE OF 11°05'57", A CHORD BEARING OF S27°57'05"E , AND A CHORD DISTANCE OF 297.80 FEET TO THE NORTHERLY LINE OF SAID GOVERNMENT SECTION 11 SAME BEING THE CITY LIMIT LINE BETWEEN PALM COAST AND FLAGLER BEACH; THENCE DEPARTING SAID RIGHT-OF-WAY LINE ALONG SAID NORTHERLY SECTION LINE AND SAID CITY LIMIT LINE S88°27'05"W FOR A DISTANCE OF 24.59 FEET; THENCE DEPARTING SAID SECTION LINE CONTINUING ALONG SAID CITY LIMIT LINE S01°40'05"E FOR A DISTANCE OF 1589.33 FEET TO THE NORTHERLY LINE OF SAID BEACH VILLAGE AT PALM COAST; THENCE N89°29'02"W FOR A DISTANCE OF 1237.83 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 8003958.4 SQUARE FEET, OR 183.746 ACRES, MORE OR LESS.



KUHAR SURVEYING & MAPPING, LLC

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176  
Phone: 386-295-8051 WWW.KUHARSURVEYING.COM

SKETCH & LEGAL

DATE: 05/05/16

SHEET 2 OF 3

1" = N/A

EXHIBIT A – LEGAL DESCRIPTION CONTINUED

SKETCH AND DESCRIPTION  
NOT A BOUNDARY SURVEY

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2110.00'	1515.92'	1483.52'	N22°21'04"W	41°09'50"
C2	1910.00'	1704.51'	1648.51'	N17°22'02"W	51°07'54"
C3	7734.00'	394.96'	394.92'	N06°44'08"E	2°55'34"
C4	983.00'	1120.99'	1061.22'	S55°04'16"E	65°20'18"
C5	1539.73'	298.27'	297.80'	S27°57'05"E	11°05'57"

**SURVEYOR'S NOTES**

1. BEARINGS BASED ON THE PLAT OF BEACH VILLAGE AT PALM COAST, PER MAP BOOK 36, PAGE 92, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, WITH THE NORTH LINE OF SAID PLAT BEING N89°29'02"W.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR/MAPPER, UNLESS THE DOCUMENT IS A DIGITAL FILE AND HAS BEEN ELECTRONICALLY SIGNED.

**LEGEND/ABBREVIATIONS**

C=CURVE  
D=DELTA  
R=RADIUS  
L=LENGTH  
CH=CHORD  
CB=CHORD BEARING  
PC=POINT OF CURVE  
PT=POINT OF TANGENCY  
PI=POINT OF INTERSECTION  
M.B.=MAP BOOK  
P.B.=PLAT BOOK  
PG.=PAGE  
O.R.B.=OFFICIAL RECORD BOOK  
S.F.=SQUARE FEET  
AC.=ACRES  
R/W=RIGHT-OF-WAY  
C=CENTER LINE  
POB=POINT OF BEGINNING  
POC=POINT OF COMMENCEMENT  
PCP=PERMANENT CONTROL POINT  
SECT.=SECTION  
RNG.=RANGE  
TWP.=TOWNSHIP  
I.D.=IDENTIFICATION  
CONC=CONCRETE  
(R)=RECORD  
(F)=FIELD MEASURED  
(NR)=NON-RADIAL  
(RAD)=RADIAL

I HEREBY CERTIFY THAT THIS SKETCH MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER 5J-17.050 THRU 17.052, FLORIDA ADMINISTRATIVE CODE.



KENNETH J. KUHAR  
FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6105



LB #7991

**KUHAR SURVEYING & MAPPING, LLC**

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176  
Phone: 386-295-8051 WWW.KUHARSURVEYING.COM

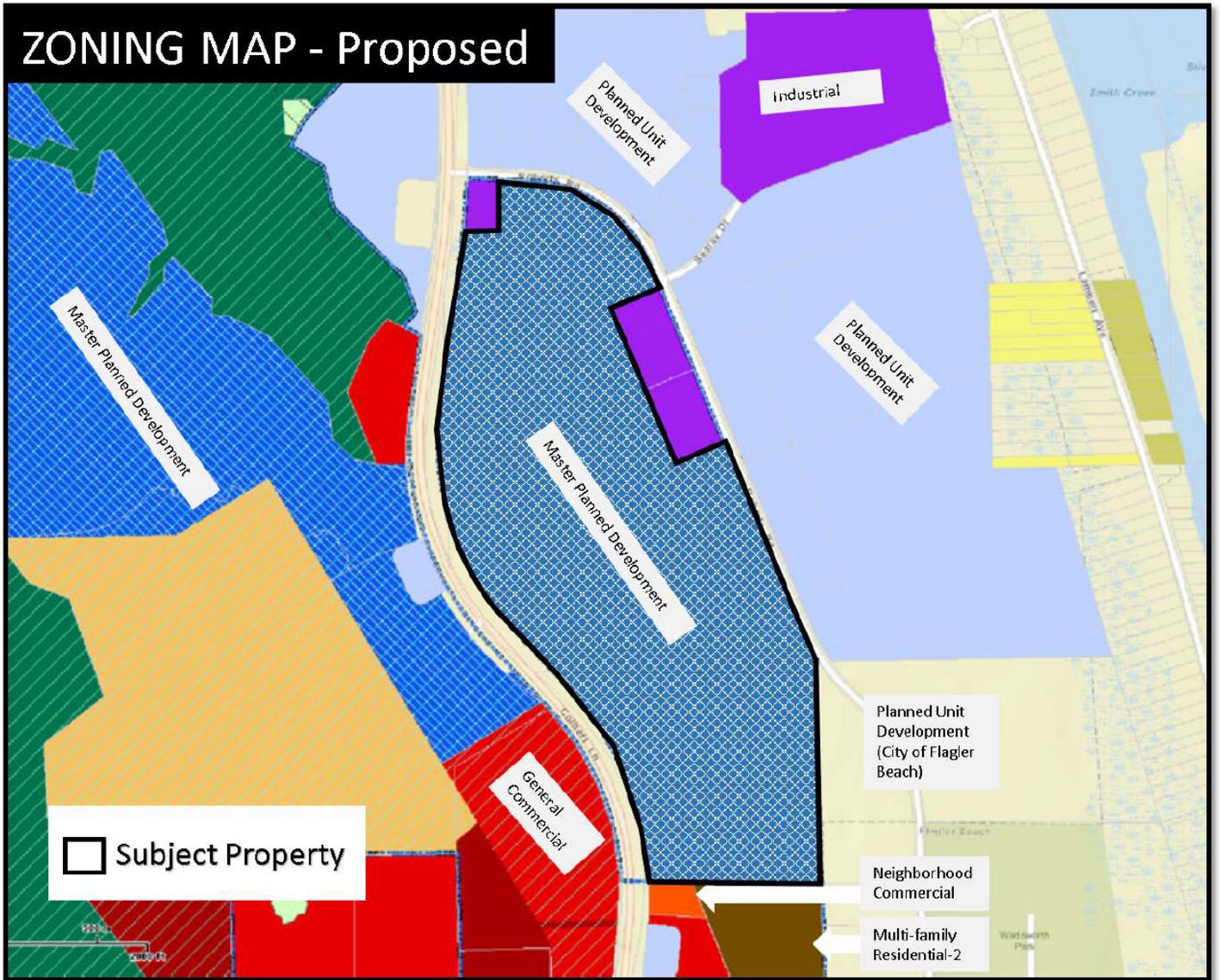
SKETCH & LEGAL

DATE: 05/05/16

SHEET 3 OF 3

1" = N/A

EXHIBIT B  
PROPOSED ZONING MAP AMENDMENT



**EXHIBIT C**  
MASTER PLAN DEVELOPMENT AGREEMENT

Prepared by and Return to:  
William I. Livingston  
Florida Landmark Communities, LLC  
145 City Place  
Suite 300  
Palm Coast, Florida, 32164

----- [SPACE ABOVE THIS LINE FOR RECORDING DATA] -----

## **COLBERT PRESERVE / ROBERTS POINTE** **MASTER PLAN DEVELOPMENT AGREEMENT**

**THIS MASTER PLAN DEVELOPMENT AGREEMENT**, (this "Development Agreement") is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the **City of Palm Coast**, a Florida municipal corporation (the "City"), with an address at 160 Lake Avenue, Palm Coast, Florida, 32164, and the owner of the subject property, Sunbelt Holdings Colbert Lane, LLC, a Nevada limited liability company, with an address at 3129 Springbank Lane, Charlotte, NC, 28226 (the "Owner");

**WHEREAS**, the Owner holds fee simple title to certain real property consisting of approximately 183.746 acres located in the City of Palm Coast, Flagler County, Florida, as more particularly described on **Exhibit "A"** hereto (the "Subject Property"); and

**WHEREAS**, on September 15, 2015, the Subject Property was annexed to the City pursuant to a PRE-ANNEXATION AND ECONOMIC DEVELOPMENT AGREEMENT that was entered into between the City and Florida Landmark Communities, LLC, effective September 1, 2015 (the "Pre-Annexation Agreement"); and

**WHEREAS**, on Flagler County's Future Land Use Map, the Subject Property is designated Mixed-Use: High Intensity/Medium High Intensity. On Flagler County's Official Zoning Map, the Subject Property is classified Mix Use - High Intensity PUD; and

**WHEREAS**, Section 4(d) of the Pre-Annexation Agreement provides, inter alia, that in partial consideration for Owner entering into the agreement, the City will initiate and process applications for a comprehensive plan amendment and rezoning consistent with Owner's proposed use for the Subject Property at no cost to Owner; provided however, Owner will cooperate with the City by providing the City with all necessary and desirable data and analysis in connection with the comprehensive plan amendment and rezoning; and.

**WHEREAS**, the City has initiated and is processing an application for a comprehensive plan amendment to designate the Subject Property Mixed Use; and

**WHEREAS**, the City and the Owner have mutually determined that the most appropriate zoning for the Subject Property is Master Plan Development ("MPD") zoning in accordance with the terms of this Development Agreement; and

**WHEREAS**, the City Council finds that the conditions, terms, restrictions, and requirements set forth in this Development Agreement are necessary for the protection of the public health, safety, and welfare of the citizens of the City; and

**WHEREAS**, the City Council further finds that this Development Agreement is consistent with and an exercise of the City's powers under the *Municipal Home Rule Powers Act*; Article VIII, Section 2(b) of the *Constitution of the State of Florida*; Chapter 166, *Florida Statutes*; the *City Charter*; other controlling law; and the City's police powers; and

**WHEREAS**, this is a non-statutory Development Agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 -163.3243, *Florida Statutes*.

**NOW, THEREFORE,** it is hereby resolved and agreed by and between the City and the Owner that the MPD is approved, subject to the following terms and conditions:

**SECTION 1. RECITALS.**

The above Recitals are true and correct and are incorporated herein by this reference and form a material part of this Development Agreement upon which the City and the Owner have relied.

**SECTION 2. REPRESENTATIONS OF OWNER.**

(a) The Owner hereby represents and warrants to the City that it is the owner of the Subject Property in accordance with the title opinion provided by the Owner to the City issued by an attorney or title insurance company licensed to provide services in the State of Florida, with the title opinion showing all liens, mortgages, and other encumbrances not satisfied or released of record relative to the Subject Property.

(b) The Owner represents and warrants to the City that it has the power and authority to enter into and consummate the terms and conditions of this Development Agreement; that all acts, approvals, procedures and similar matters required in order to authorize this Development Agreement have been taken, obtained or followed, as the case may be; that this Development Agreement and the proposed performance of this Development Agreement by the Owner is not an *ultra vires* act; and that, upon the execution of this Development Agreement by the parties, this Development Agreement shall be valid and binding upon the parties hereto and their successors in interest.

(c) Unless otherwise agreed to by the City, all liens, mortgages and encumbrances not satisfied or released of record must be subordinated to the terms of this Development Agreement. It is the responsibility of the Owner to ensure that any

subordinations occur in a form and substance acceptable to the City Attorney prior to the City's execution of this Development Agreement.

**SECTION 3. APPROVAL OF MASTER PLANNED DEVELOPMENT.**

(a) MPD zoning for the Subject Property, as approved by the City, is subject to the terms and conditions of this Development Agreement.

(b) The Owner acknowledges that, if this Development Agreement is ever terminated, the approval shall be deemed null and void and the uses approved for the Subject Property shall no longer be permitted, and all properties affected by this Development Agreement shall be subject to rezoning.

(c) The provisions of the City's Unified Land Development Code ("LDC") shall be applicable to the Subject Property, unless otherwise specifically stated herein.

**SECTION 4. PERMITTED USES.**

(a) The term "Subject Property" includes "Colbert Preserve East", "Colbert Preserve West", "Colbert Preserve Mixed Use", "Lehigh Memorial Park" and "Roberts Pointe", as shown on **Exhibit "B"** hereto. The permitted land uses on the Subject Property shall consist of the following categories: Residential; Commercial; Office; Industrial; Institutional; Public; Preservation; Park and Recreation.

(b) On Colbert Preserve Mixed Use, a mixture of Non-Residential and Residential land uses are permitted. In the case of those parcels, at the commencement of the platting process, a subdivision master plan ("Subdivision Master Plan") shall be submitted designating the location of the Residential and Non-Residential uses and shall comply with the applicable dimensional and other standards specified within this Development Agreement, or if not specified herein, as specified in the LDC.

(c) Table 4-1 indicates the MPD uses allowed on each portion of the Subject Property.

<b>TABLE 4-1</b>	
<b>Parcel</b>	<b>MPD Uses As shown on Exhibit "C"</b>
Colbert Preserve East	Residential
Colbert Preserve West	Residential
Colbert Preserve Mixed Use	Residential and Non-residential
Roberts Pointe	Non-residential
Lehigh Memorial Park	Preservation or Park and Recreation

NOTES: (a) Specific uses for Residential and Non-Residential areas shall be those as listed in **Exhibits "C" and "D"**, respectively. In the future, if Owner chooses a use designated as a special exception in the Tables, Owner shall apply for approval of the special exception under the LDC in effect at the time of application.

(b) Dimensional Standards are included in Section 9 of this Development Agreement and supersede the LDC Dimensional Standards for each zoning category.

**SECTION 5. PROHIBITED USES.**

The following uses are not permitted anywhere within the Subject Property:

- Adult Oriented Businesses
- Manufacturing, Heavy
- Bail Bonding
- Truck Stops
- Landfills (construction debris, etc.), except as provided for in Section 6 of the Pre-Annexation Agreement
- Asphalt Manufacturing Plants
- Animal Feed Lots
- Deep Well Injection of Waste Products
- Dog Farms
- Hog & Poultry Farms
- Junkyards, Salvage Yards
- Motor Vehicle Race Tracks

Paper and Pulp Mills

**SECTION 6. CONCEPTUAL DEVELOPMENT PLAN AND MODIFICATIONS THERETO.**

(a) Residential density and commercial, office, industrial and institutional intensity will be allocated, generally as depicted on the Conceptual Development Plan that is attached as **Exhibit "E"** hereto. Approval of Subdivision Master Plans, site plans, or other applicable applications for each project will be obtained from the City prior to development and may vary from the Conceptual Development Plan, provided that each is in compliance with the provisions of this Development Agreement.

(b) The conceptual locations of access points, internal roadways, lakes and other improvements, as shown on the Conceptual Development Plan (**Exhibit "E"**), are subject to change during the development review process and such modifications do not require amendment of this Development Agreement. Modifications to the conceptual location of access points, internal roadways, lakes and other improvements may be requested by the Owner or project developer and may be approved by the City Land Use Administrator, or his or her designee, during review of construction documents, site plans, preliminary plats and/or final plats for the Subject Property or portions thereof; provided, however, that the MPD development standards contained in this Development Agreement shall be maintained. Moreover, the City Land Use Administrator is authorized to approve modifications to the Conceptual Development Plan, construction documents, and final site plans for the Subject Property or portions thereof (individually, a "Plan"), so long as the applicable Plan complies with the MPD development standards in this Development Agreement. This Development Agreement does not constitute a preliminary plat or final

plat approval for the Subject Property, and as such, the Owner or project developer shall be required to obtain all necessary land use approvals, including preliminary and final plat approval.

(c) Any modification to the MPD Conceptual Master Plan that (1) increases the number of residential units or non-residential development or (2) reduces the amount of total open space, or (3) decreases the size of any perimeter buffer within the MPD shall require approval in accordance with the LDC.

### **SECTION 7. DENSITY AND INTENSITY.**

(a) Residential - Residential density on the portions of the Subject Property where residential uses are allowed shall not exceed the densities shown in Section 9(b) below or an aggregate total of 1500 dwelling units. No more than 25% of units will be less than 800 square feet.

(b) Non-residential - Non-residential intensity on the portions of the Subject Property where non-residential uses are allowed shall not exceed the FARs shown in Section 9(a) below or an aggregate of 200,000 sq. ft. of any combination of allowable non-residential uses. Up to 400 spaces for recreational vehicle and boat storage are also allowed in addition to the 200,000 sq. ft. of non-residential uses. Such use shall meet the screening requirement specified in Section 4.17.02 in the Land Development Code:

*1. Screening shall be attained through one of the following options:*

*a. Landscape material in conjunction with a black vinyl chain link fence at least six feet in height, or more than six feet when used to screen shipping containers.*

*b. Opaque fence or wall meeting the requirements outlined in Section 4.01.*

*c. Architectural features consistent with all approved structures on site.*

*d. An administrative waiver may be granted by the Land Use Administrator upon a finding that a natural buffer or wetland area adequately screens the area.*

*2. No merchandise, equipment, machinery, materials, motor vehicles, or other items (including shipping container storage areas) shall be stored above the height of the screening.*

**SECTION 8. PHASING OF DEVELOPMENT.**

(a) The Subject Property may be developed in multiple phases. All infrastructure necessary to support each project that is constructed on the Subject Property shall be constructed concurrently with or prior to construction of the project as approved by the City. Adequate emergency vehicle access and turnarounds shall be provided at all times. Clearing of land shall be in accordance with each site plan approval, subject, however, to the provisions of Sections 4(g) and 6 of the Pre-Annexation Agreement.

**SECTION 9. MPD DEVELOPMENT STANDARDS.**

(a) Non-Residential Dimensional Standards are specified below:

**Non-Residential Dimensional Standards**

<b>Design Standards</b>	<b>Dimensional Standards</b>
Minimum Lot Size	20,000 s.f.
Minimum Lot Width	100 ft.

Design Standards	Dimensional Standards
Minimum Front Yard Bldg. Setback	20 ft
Minimum Street Side Yard Bldg. Setback	20 ft.
Minimum Side Yard Bldg. Setback <sup>(1)</sup>	10 ft.
Minimum Rear Yard Bldg. Setback	20 ft.
Maximum Building Height	45 ft. – Roberts Pointe 60 ft. – Colbert Preserve <u>Mixed Use</u> <sup>(2)</sup>
Maximum Impervious Surface Percentage*	70%
Maximum Floor Area Ratio (FAR)	0.55
<u>Minimum Colbert Lane and Roberts Road Setback</u>	<u>25 ft.</u>
Minimum Landscape Buffer	<u>15' – Roberts Rd.</u> <u>25' – Colbert Ln.</u>

<sup>(1)</sup> A zero foot side yard building setback is permitted for sites with Controlling Master Site Plan, as provided for in the LDC.

<sup>(2)</sup> Maximum height permitted by the LDC, measured in accordance with the LDC.

(b) Residential Dimensional Standards are specified below:

**Residential Dimensional Standards**

Design Standards	Single-Family (Detached)	Multi-family (Attached)
Minimum Development Site Size	Not Applicable	3 acres
Minimum Lot Size	4,000 s.f.	1,800 s.f.
Minimum Lot Width	40 ft.	18 ft.
Maximum Density (units per gross acre)	8	15
Minimum Living Area	1,000 s.f.	650 s.f.
Minimum Front Setback	10 ft. <sup>(1)</sup>	10 ft.
Minimum Rear Setback	10 ft. <sup>(2)</sup>	10 ft.
Minimum Rear Street Setback	20 ft.	10 ft.
Minimum Interior Side Setback	5 ft.	0 ft. <sup>(3)</sup>
Minimum Street Side Setback	10 ft. <sup>(1)</sup>	10 ft. <sup>(1)</sup>
Minimum Colbert Lane and Roberts Road Setback	25 ft.	25 ft.
Maximum Impervious Surface Percentage*	80%	70%
Maximum Building Height	35 ft. <sup>(4)</sup>	60 ft. <sup>(4)</sup>
Minimum Landscape Buffer	<u>15' – Roberts Rd.</u> <u>25' – Colbert Ln.</u>	<u>15' – Roberts Rd.</u> <u>25' – Colbert Ln.</u>

\*Overall impervious surface percentage within Master Plan shall be 70%

<sup>(1)</sup> 20 ft. to garage entrance.

- (2) 5 ft. to pool enclosure on any lot if the rear property line of the lot abuts a pond, conservation area, wetland or park.
- (3) Minimum 10 ft. between buildings.
- (4) Measured in accordance with the LDC

(c) Offstreet parking requirements for Residential and Non-Residential uses:

Development Type	Offstreet Minimum Parking Requirements <sup>(2)</sup>
Residential - Single-Family	2 spaces/unit (garage)
Residential - Townhome	2 spaces / unit -20 ft. x 8 ft. driveway equals 1 space
Residential - Multi-Family	1 ½ spaces / unit <sup>(3)</sup>
Commercial and Office	1 space / 300 sq. ft. of building - 18 ft. x 9 ft. space <sup>(1)</sup>
Industrial	1 space / 600 sq. ft. of building - 18 ft. x 9 ft. space <sup>(1)</sup>

<sup>(1)</sup> Requires a 2 ft. overhang using curb or wheel stops, or if no curb or wheel stops, the minimum space shall be 20 ft. x 9 ft.

<sup>(2)</sup> Offstreet parking requirements are eligible for reduction pursuant to the LDC, Off Street Vehicle Parking, Flexibility.

<sup>(3)</sup> Structured parking is allowed to meet the LDC garage requirements.

(d) In the case of parcels on which flex-uses are allowed, the dimensional standards pertaining to the use on the first floor shall apply. The offstreet parking requirements shall apply separately for each use category.

(e) Roadways, sidewalks/bikeways and trails shall be constructed concurrently with development of adjacent properties to insure that contiguous walkable sidewalks are available at all times.

(f) Open Space Requirements. Open space shall be provided consistent with LDC Section 3.03.04.I.

(g) Development standards not regulated by this MPD agreement are regulated by the LDC. See Section 10 for governing of conflicts.

(h) Model Homes. Model homes may be permitted in the residential portions of the property with an approved preliminary subdivision once the City deems construction “substantially complete” within the following guidelines:

1. The model homes are staged or phased in accessible areas of the subdivision.
2. One model home is allowed for 1-10 lots, two for 11-20 lots, three for 21-30 lots and no more than four for subdivisions or phases 31 lots or greater.
3. Model homes will include landscaping, driveways and garages. The driveway may be deferred until the model home is converted for residential use if separate off-street parking is provided. Any parking and access must meet ADA requirements.
4. An application for model homes shall show the site plan for the home and parking including ADA requirements, the location within an approved preliminary plat and temporary signage, and include an executed "hold harmless" agreement.
5. Before a CO for a model home will be issued, the applicant must demonstrate that the following conditions are met: i) hydrants, ii) bacterial clearance of water lines per FDEP and required permits, iii) stabilized road base, iv) stormwater provisions and v) operational sewer and water lines.
6. No model home may be occupied for use until a CO is issued.
7. No model home may be occupied for residential use until the final plat is recorded and a CO for residential is issued.
8. Model homes must follow LDC and MPD-related requirements.
  - (i) Recreation Level of Service shall comply with Section 3.05.04 of the LDC.
  - (j) Recreational Vehicle and Boat Storage shall comply with the requirements of the LDC.

(k) Tree Protection

Tree Protection requirements shall comply with the LDC in all aspects. In addition, to sustain hardwood hammock and maintain canopy integrity canopy integrity, areas within the Subject Property with the highest concentration of specimen and historic trees, shall be considered in the site development design process to minimize impacts and/or removal of the trees through avoidance and minimization within these areas. To ensure tree surveying data is accurate to meet this provision, a Certified Arborist shall review and certify that the survey is accurate. The Project Arborist shall coordinate with the City Urban Forester during the review process.

To ensure that construction does not adversely impact historic or specimen trees, all associated tree preservation design elements shall be reviewed by and approved by a Master Certified Arborist”

(l) A traffic study for the entire project shall be submitted with the initial Subdivision Master Plan.

(m) Prior to submittal of the Subdivision Master Plan, a consultation with the Flagler County School Board must be held to determine any school bus stop requirements. Any proposed bus stops shall be shown on the Subdivision Master Plan.

**SECTION 10. LAND DEVELOPMENT CODE NON-APPLICABILITY; WHAT GOVERNS IN THE EVENT OF CONFLICTS; APPLICABILITY OF FUTURE AMENDMENTS.**

Section 4 of the Pre-Annexation Agreement (Resolution # 2015-92) is incorporated herein by reference and shall govern the applicability of the LDC to the Subject Property. The provisions of Section 6 of the Pre-Annexation Agreement shall be modified to read as follows:

#### Concrete Kiln Dust

The City acknowledges that, during operation of the Lehigh Portland Cement Plant, a portion of the Property was used as a disposal site for the CKD from the cement plant. As a result, truck load size piles of CKD are scattered over approximately 40 acres of the Property.

By letter dated October 28, 2014, the Florida Department of Environmental Protection (“FDEP”) approved a remedial action plan (“RAP”) for the CKD. The RAP provides for disposing of the CKD in a landfill on the A2 Property which will provide a buffer between an existing industrial facility (Contemporary Machine) and future residential units. The CKD landfill will be sodded and landscaped and then will be available for preservation or recreation and park uses. If the owner proposes park uses and donation to the City, the City reserves its right to accept or decline donation of the property for a City park. The City acknowledges that FDEP not the City, has jurisdiction to regulate remediation of the CKD. Upon two weeks prior notice to the City, the owner may take all steps necessary to implement the RAP, including, but not limited to, clearing the Property, excavation of CKD, and other steps that the owner deems necessary for the proper implementation of the RAP. The CKD may be excavated and relocated and the areas regraded

without further approval by the City, so long as the regrading is consistent with the applicable FDEP permits and/or approvals.

Other than the modification above, in the event of a conflict between or among this Development Agreement, the Pre-Annexation Agreement, the LDC or other City ordinances, this Development Agreement and the Pre-Annexation Agreement shall govern. In the event of a conflict between this Development Agreement and the Pre-Annexation Agreement, the Pre-Annexation Agreement shall govern. For purposes hereof and throughout this Development Agreement, references to the LDC, other City ordinances, this Development Agreement and the Pre-Annexation Agreement shall mean and include any amendments thereto.

**SECTION 11. FACILITY COMMITMENTS.**

(a) Except as provided for in Section 3 of the Pre-Annexation Agreement, the Owner agrees that the City is not responsible for the construction or creation of public facilities or capacity in order to facilitate the development of the Subject Property.

(b) The Owner agrees to grant any and all utility easements to the City which the City deems necessary to serve the Subject Property with City utilities.

(c) The Owner agrees that the City has shown an essential nexus between a legitimate City interest and the conditions imposed herein. Further, the Owner agrees that the City has established that all proposed conditions are roughly proportional to the impact the development will have upon the public problems addressed herein based upon an individualized determination that the required dedication/commitment is related in both nature and extent to the impacts of the proposed development.

**SECTION 12. BREACH; ENFORCEMENT; ALTERNATIVE DISPUTE RESOLUTION.**

(a) In the event of a breach hereof by either party, the other party shall have all rights and remedies allowed by law, including the right to specific performance of the provisions hereof. In the event that the City seeks enforcement of the terms or conditions of this Development Agreement, the Owner shall be responsible for any and all costs, attorney fees, and expenses borne by the City in such enforcement action, regardless of whether litigation commences, and, if litigation does commence, both at the trial level and on appeal to include, but not be limited to, attorney fees, paralegal fees, and all assessable costs of litigation.

(b) In the event that a dispute arises under this Development Agreement, and if the City and the Owner are unable to resolve the issues, the parties shall attempt to resolve all disputes informally. In the event of a failure to informally resolve all disputes, the City and the Owner agree to engage in mediation before a certified Circuit Court mediator selected by the parties. In the event the parties fail to agree to a mediator, a mediator shall be selected by the Florida Conflict Resolution Consortium or, if unavailable, a certified mediator may be selected by the City. The parties shall equally pay all costs of mediation.

**SECTION 13. NOTICES.**

(a) All notices required or permitted to be given under this Development Agreement must be in writing and must be delivered to the City or the Owner at its address set forth below (or such other address as may hereafter be designated in writing by such party).

(b) Any such notice must be personally delivered or sent by registered or certified mail, overnight courier, facsimile, or telecopy.

(c) Any such notice will be deemed effective when received (if sent by hand delivery, overnight courier, telecopy, or facsimile) or on that date which is 3 days after such notice is deposited in the United States mail (if sent by registered or certified mail).

(d) The parties' addresses for the delivery of all such notices are as follows:

As to the City:                      City Manager  
   160 Lake Avenue  
   Palm Coast, Florida, 32164

As to Owner:                         Sunbelt Holdings Colbert Lane, LLC  
   Manager  
   3129 Springbank Lane  
   Charlotte, NC 28226

**SECTION 14. SEVERABILITY.**

The terms and provisions of this Development Agreement are not severable and in the event any portion of this Development Agreement shall be found to be invalid or illegal, then the entire Development Agreement shall be null and void.

**SECTION 15. SUCCESSORS AND ASSIGNS.**

(a) This Development Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and Owner and their respective successors-in-interest. The terms and conditions of this Development Agreement similarly shall be binding upon the Subject Property and shall run with the land and the title to the same.

(b) This Development Agreement touches and concerns the Subject Property.

(c) The Owner has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Agreement.

**SECTION 16. GOVERNING LAW/VENUE; COMPLIANCE WITH LAW.**

(a) This Development Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the City's Code of Ordinances.

(b) Venue for any dispute shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

(c) The Owner shall fully comply with all applicable local, state, and federal environmental regulations and all other laws of similar type or nature.

(d) This Development Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development generally applicable to the entire area of the City such as requiring compliance with the City capital facilities plan, parks master plan, including parks and trail dedications, utility construction and connections, mandating utility capacities, requiring street development or other such similar land development regulations and requirements.

(e) This Development Agreement shall not be construed to prohibit the City from adopting lawfully imposed impact fees applicable to the Owner and the MPD authorized hereunder.

**SECTION 17. TERM; EFFECTIVE DATE.**

(a) This Development Agreement shall be effective upon adoption by the City Council and execution of this Development Agreement by all parties.

(b) This Development Agreement shall expire upon rezoning of the Subject Property to other than MPD.

**SECTION 18. RECORDATION.**

Upon adoption by the City Council and execution of this Development Agreement by all parties, this Development Agreement and any and all amendments hereto shall be recorded by the City with the Clerk of the Circuit Court of Flagler County within 14 days after its execution by the City and the Development Agreement shall run with the land. The Owner shall pay the costs to record this Development Agreement.

**SECTION 19. PERMITS.**

(a) The failure of this Development Agreement to address any specific City, county, state, or federal permit, condition, term, or restriction shall not relieve the Owner or the City of the requirement of complying with the law governing the permitting requirements, conditions, terms, or restrictions.

(b) The terms and conditions of this Development Agreement do not determine concurrency for any project on the Subject Property.

**SECTION 20. THIRD PARTY RIGHTS.**

This Development Agreement is not a third party beneficiary contract, and shall not in any way whatsoever create any rights on behalf of any third party.

**SECTION 21. SPECIFIC PERFORMANCE; TIME IS OF THE ESSENCE.**

(a) Strict compliance shall be required with each and every provision of this Development Agreement.

(b) The parties agree that failure to perform the obligations established in this Development Agreement shall result in irreparable damage, and that specific performance of these obligations may be obtained by suit in equity.

(c) Time is of the essence to this Development Agreement and every right or responsibility required herein shall be performed within the times specified.

**SECTION 22. ATTORNEY'S FEES.**

In the event of any action to enforce the terms of this Development Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and all costs incurred, whether the same be incurred in a pre-litigation negotiation, litigation at the trial, or appellate level.

**SECTION 23. FORCE MAJEURE.**

The parties agree that the failure by either party to accomplish any action required hereunder within a specific time period ("Time Period") constitutes a default under the terms of this Development Agreement and, if any such failure is due to any unforeseeable or unpredictable event or condition beyond the control of such party including, but not limited to, acts of God, acts of governmental authority (other than the City's own acts), acts of public enemy or war, terrorism, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Uncontrollable Event"), then notwithstanding any provision of this Development Agreement to the contrary, that failure shall not constitute a default under this Development Agreement and any Time Period prescribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Uncontrollable Event.

**SECTION 24. INDEMNIFICATION.**

The Owner shall indemnify and save the City harmless from and against any and all liability, claims for damages, and suits for any injury to any person or persons, or

damages to any property of any kind whatsoever arising out of or in any way connected with the development of the Subject Property as provided for in this Development Agreement, or in any other way and for any and all acts or omissions in any manner related to the development of the Subject Property. This agreement by the Owner to indemnify and hold the City harmless shall include, but not be limited to, all charges, expenses and costs, including reasonable attorneys' fees, both at trial and on appeal, incurred by the City on account of or by reason of such injuries, damages, liability, claims, suits, or losses and all damages arising there from.

**SECTION 25. CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.**

The failure by the Owner to perform each and every one of its obligations hereunder shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity including, without limitation, an action for specific performance and/or injunctive relief or alternatively, the termination of this Development Agreement. Prior to the City filing any action or terminating this Development Agreement as a result of a default under this Development Agreement, the City shall first provide the Owner written notice of the default. Upon receipt of notice, the Owner shall be provided a 30 day period in which to cure the default to the reasonable satisfaction of the City prior to filing an action or terminating this Development Agreement. If 30 days is not considered by the parties to be a reasonable period in which to cure the default, the cure period shall be extended to such cure period acceptable to the City, but in no case shall that cure period exceed 90 days from initial notification of default. Upon termination of the Development Agreement, the Owner shall immediately be divested of all rights and privileges granted hereunder.

**SECTION 26. CAPTIONS.**

Sections and other captions contained in this Development Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Development Agreement, or any provision hereof.

**SECTION 27. EXHIBITS.**

Each exhibit referred to and attached to this Development Agreement is an essential part of this Development Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Development Agreement.

**SECTION 28. INTERPRETATION.**

(a) The Owner and the City agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Development Agreement.

(b) This Development Agreement shall not be construed more strictly against either party on the basis of being the drafter thereof, and both parties have contributed to the drafting of this Development Agreement.

**SECTION 29. COUNTERPARTS.**

This Development Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

**SECTION 30. MODIFICATIONS; AMENDMENTS; NON-WAIVER.**

(a) Amendments to and waivers of the provisions herein shall be made by the parties only in writing by formal amendment. This Development Agreement shall not be modified or amended, unless otherwise provided for in this Development Agreement, except by written agreement executed by all parties hereto and upon approval of the City Council.

(b) Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

(c) Amendments to this Development Agreement, other than those which are considered to be a "minor modification" by the City Manager, or designee, will require the approval of the City Council following the recommendation of the Planning and Land Development Regulation Board. Public notification procedures required for rezoning will not be required for modification of this Development Agreement. Minor modifications may be approved by the City Manager, or designee.

**SECTION 31. ENTIRE AGREEMENT; EFFECT ON PRIOR AGREEMENTS.**

This Development Agreement constitutes the entire agreement between the parties and supersedes all previous oral discussions, understandings, and agreements of any kind and nature as between the parties relating to the subject matter of this Development Agreement.

**SECTION 32. FURTHER ASSURANCES.**

Each party hereto agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give

complete effect to the benefits deriving from the terms and conditions of this Development Agreement.

**IN WITNESS WHEREOF**, the City and the Owner have caused this Development Agreement to be duly executed each by its duly authorized representative as of the date first above written.

**OWNER'S / APPLICANT'S CONSENT AND COVENANT:**

**COMES NOW**, the Owner on behalf of itself and its successors, assigns and transferees of any nature whatsoever, and consents to and agrees with the covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Agreement.

Sunbelt Holdings Colbert Lane, LLC

By: \_\_\_\_\_  
William G. Allen, Manager

STATE OF =====  
COUNTY OF =====

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by William G. Allen the Manager of Sunbelt Holdings Colbert Lane, LLC, on behalf of the company. He is known to me and did not take an oath.

\_\_\_\_\_  
Notary Public, State of =====  
My Commission Expires:

ATTEST:

**CITY OF PALM COAST, FLORIDA**

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

By: \_\_\_\_\_  
Milissa Holland, Mayor

Dated: \_\_\_\_\_

For use and reliance of the  
Palm Coast City Council only.  
Approved as to form and legality.

/s/ \_\_\_\_\_  
William Reischmann, City Attorney

**Exhibit "D"**

**NON-RESIDENTIAL - MPD**

The following table contains a list of uses allowed in Non-residential areas of the Subject Property, and specifies if they are permitted by right (P), or if they require special exception approval (S), in accordance with Chapter 2 of the LDC. Uses permitted only as accessory to a principal use are noted with an (A). All uses marked with an (L) have additional limitations specific to that use listed in Chapter 4 of the LDC.

<b>MPD USES</b>	
<b>(Colbert Preserve Mixed Use &amp; Roberts Pointe)</b>	
Civic Uses: town hall, libraries, museums	P
Civic Uses: police, fire, postal service	P
Civic Clubs and Fraternal Organizations (L)	P
Hospice Services	P
Hospitals	P
Houses of Worship/Religious Institutions (L)	P
Nonprofit Organizations, (e.g., Humane Societies) (L)	P
Drinking Establishments (without outdoor entertainment) (L)	P
Drinking Establishments (with outdoor entertainment) (L)	P
Beer, Wine, and Liquor Stores (L)	P
Cafeterias, Coffee and Donut Shops, Snack Bars, Sandwich Shops, Delicatessens, Bakeries	P
Microbreweries (L)	P
Performing Arts Facilities (e.g. dinner theaters)	P

<b>MPD USES</b> <b>(Colbert Preserve Mixed Use &amp; Roberts Pointe)</b>	
Pizza Delivery Establishments and Takeout Places	P
Restaurants, Fast Food (L)	P
Restaurants, Sit-Down	P
Elementary/Secondary Schools (public and private) (L)	P
Colleges/Universities	P
Medical and Diagnostic Laboratories	P
Dental Labs	P
Multiuse Building (L)	P
Banks and Credit Unions	P
Mail Order Facilities	P
Medical and Professional Offices	P
Outpatient Care Facilities	P
Scientific and Technical (e.g. architects, engineers, design, programming, and consulting)	P
Temporary Employment Agencies and Management Services	P
Veterinarians (without kennels/post-operative care only)	P
Bed and Breakfast Inns	P
Golf Courses, Driving Ranges, and Country Clubs	P

<b>MPD USES (Colbert Preserve Mixed Use &amp; Roberts Pointe)</b>	
Hotels	P
Motels	P
Public Parks and Recreation Facilities	P
Recreation, Indoor	P
Recreation, Outdoor	P
Assisted Living Facilities, Nursing Homes	P
Dormitories	S
Art Dealers	P
Automotive Parts (e.g. accessories and tires)	P
Building Material Stores (paint, hardware)	P
Clothing and Accessory Stores (e.g. shoes and luggage)	P
Retail (L)	P
Florists	P
Food and Beverage Stores (supermarkets and specialty foods)	P
Furniture and Home Furnishings Stores	P
Home Improvement Centers	P
Lawn and Garden Equipment and Supplies Stores	P
Model Home Centers (L)	P

<b>MPD USES (Colbert Preserve Mixed Use &amp; Roberts Pointe)</b>	
Pet (domestic) Stores	P
Plant Nurseries	P
Photo Finishing	P
Sporting Goods, Hobby, Book and Music Stores	P
Used Merchandise Stores	P
Printing and Publishing	P
All other business services	P
Adult Day Care Centers	P
Child Day Care Centers	P
Funeral Homes	P
All other personal service uses	P
<del>Kennels and Animal Boarding</del>	P
Landscaping Services	P
Automobile Driver Schools	P
Technical/Trade Schools	P
Municipal Pump Stations and Well Sites	P
Wireless Communication Facilities (L)	P
Car Washes	P <sup>(1)</sup>

<b>MPD USES</b> <b>(Colbert Preserve Mixed Use &amp; Roberts Pointe)</b>	
Convenience Stores with Fueling Facilities (L)	P <sup>(1)</sup>
Service Stations	P

(1) If subject property is within 500 feet of any residential property, a special exception for the use is required in accordance with the LDC — Special Exceptions.

<b>MPD USES</b> <b>(Roberts Pointe Only)</b>	
Manufacturing, Light (L)	P
Building Contractors	P
Shooting and Target Ranges (indoor)	P
Stadiums and Athletic/Sports Arenas	P
Caretaker's Dwellings	S
On-site dwelling units for agents or employees of principal use.	S
Machine Shops and Tool and Die	P
Repair Services for Commercial and Industrial Machinery and Equipment	P
Truck Stops	S
L P Gas Dealer and Bulk Storage ( <u>Subject to Screening Requirements of LDC Section 4.17.02</u> )	P <sup>(1)</sup>
Automotive, Recreational Vehicle, and Boat Dealers	P

<b>MPD USES</b> <b>(Roberts Pointe Only)</b>	
Commercial & Industrial Machinery & Equipment Rental and Leasing	P
Motor Vehicle Towing Services	P <sup>(1)</sup>
Motorcycle Dealers	P
Taxi and Limousine Services	P
Vehicle Rental/Leasing	P
Vehicle Repair	P
Miniwarehouses, Office Warehouses and Self-Storage ( <u>Subject to Screening Requirements of LDC Section 4.17.02</u> )	P
Warehouse/Distribution Facilities (<50,000 sq. ft.)	P
Outdoor Storage, including RVs and boats (Subject to Screening Requirements of LDC Section 4.17.02)	P

At the direction of City Council, staff reviewed the comments provided by interested parties to the proposed Future Land Use Map (FLUM) Amendment and Zoning Map designation for the Colbert Lane/Roberts Road area.

<b>Comments– Adjacent land owner</b>	<b>Response</b>
<p>Commercial:  <i>"Site Plan shall include neighborhood commercial and shopping center development". There is no existing approval for industrial uses, which we believe should not be located across from residential land. Also, Neighborhood Commercial seems a more appropriate land use than general C-2 commercial. Exhibit "D" of the draft MPD agreement lists "Kennels and Animal Boarding, Manufacturing, Truck Stops, Outdoor Storage" as Permitted Uses.</i></p>	<p>Exhibit D, the list of permitted uses has been amended as follows:            1) prohibit kennels and animal boarding,            2) provide screening requirements for outdoor storage including miniwarehouse, office warehouse, and self-storage use, and            3) require special exception approval for certain uses (LP Gas Dealer and Bulk Storage, and Towing Services).</p>
<p><i>RV and boat storage are permitted if it is "screened from view of Roberts Road". I do not see any specific requirement in the draft MPD other than the land development code standard screening. If this use is allowed it should be completely screened from Roberts Road/Colbert Lane.</i></p>	<p>Outdoor storage will meet requirements of 4.17.02. This section requires an opaque wall or fence for screening. The section further requires that no merchandise, equipment, machinery, materials, motor vehicles or other items shall be stored above the height of the screening. These requirements would require a development to install a minimum of 12' to 14' high trees to screen RVs.</p>
<p><i>Commercial Requirements:</i></p> <ul style="list-style-type: none"> <li>• <i>Maximum Builder Height is set at 3 stories/45'. The draft MPD agreement allows 60'.</i></li> </ul>	<p>The maximum building height for non-residential uses on Roberts Road has been reduced to 45'.</p>
<ul style="list-style-type: none"> <li>• <i>Roberts Road setback is a minimum of 25' from the ROW. The draft MPD agreement allows 20'.</i></li> </ul>	<p>The minimum setback for non-residential uses on Roberts Road has been increased to 25'.</p>
<ul style="list-style-type: none"> <li>• <i>The existing Development Agreement requires a minimum landscape buffer of 15' along Colbert Lane and Roberts Road. I am sure the City's landscape code probably has this covered.</i></li> </ul>	<p>The minimum landscape buffer for Colbert Lane is 25' and 15' for Roberts Rd.</p>

Comments – Concerned Citizen	Response
<p><i>1. Please provide an analysis of how this project further enhances the Flagler County Blueways. Flagler County is part of the North Atlantic Flyway and Tomoka Woods State Park, Bulow Creek State Park, Graham Swamp, Longs Landing Park, Faver Dykes State Park and other public areas provide important resting stops for migrating birds.</i></p>	<p>The property will remain 40% as open space. Additionally, wetland lines have been delineated and as appropriate been excluded from developable areas.</p>
<p><i>2. Larger critters, such as wild hog, alligator, turtles and deer that may be migrating between larger tracts of habitat, are often hit by the travelling public along Colbert Lane and State Road 100, causing property damage. How will this project provide wildlife linkages that reduce these costs?</i></p>	<p>As required, all site plans are reviewed for consistency with the Land Development Code.</p>
<p><i>3. There should be a cap on the number of units offered at the minimum square footage so that the stated intent of a range of housing options is provided. It appears that only apartments and condominium/townhomes are contemplated.</i></p>	<p>Development Agreement has been amended so that no more than 25% of residential units will be less than 800 square feet.</p>
<p><i>4. The City's rental policy requirements should be included in the Homeowner Association Documents so the project does not become a time share or other unforeseen non-residential business.</i></p>	<p>The City's rental policy requirements are part of the Code of Ordinance and will be applicable to any development in the Colbert Preserve/Roberts Pointe MPD.</p>
<p><i>5. Commercial uses that generate high traffic volumes, such as gas stations and fast food restaurants, should be listed as EXCLUDED from the MPD. Those uses have already been planned for and appropriately located at Colbert Lane and State Road 100 where adequate turn lanes and signalization exist. Furthermore, the high traffic from those uses will not disrupt the residential neighborhoods as Colbert Lane and Roberts Road are listed as collector, as opposed to arterial, roads.</i></p>	<p>All development within the MPD will be required to provide a traffic study during site plan or plat review stage. Necessary roadway improvements such as turn lanes and traffic signals are identified during this stage of review.</p>
<p><i>6. The clubhouse should be designed as a hurricane shelter so that residents can shelter in place. You may not be aware of it, but the Bunnell shelter reached capacity before Hurricanes Matthew and Irma.</i></p>	<p>Shelter in place is not permitted.</p>
<p><i>7. It appears that one of the biggest draws for living in Palm Coast has been ignored on the conceptual master plan. I see no pedestrian linkages or references to the Lehigh Trail or Wadsworth Park. Please don't repeat the mistake we live with in Grand Haven and Palm Coast</i></p>	<p>Colbert Lane is a County road. Any improvements to this roadway will be administered by Flagler County. However, the City will seek a coordinated effort with the County to improve pedestrian/bicycle safety for the entire Colbert Lane/Roberts Road corridor.</p>

<p><i>Plantation which is having to cross Colbert Lane to reach a public sidewalk. Once again, with this development the population is on the east side of Colbert Lane, but the sidewalk is on the west side of Colbert Lane. This area of Colbert Lane is posted at 55 m.p.h. As you know, people don't necessarily drive the speed limit. My concern is that as trail use and traffic increases, drivers and pedestrians will not see each other. At a minimum, this development should provide a sidewalk along the east side of Colbert Lane and fund a pedestrian signal crossing. Given the amount of development proposed, perhaps it is also time to drop the speed limit from 55 m.p.h. to 45 m.p.h.</i></p>	
<p><i>7. Is there adequate land set aside for turn lanes, stacking lanes and drainage without reducing the landscape buffer widths? If the answer is "unknown", perhaps a condition of approval is required to ensure the conceptual design does not create conflicts later by stating the developer if necessary, is required to donate appropriate land in the future.</i></p>	<p>There is approximately 215' of right-of-way available for any expansion of Colbert Lane. The available right-of-way will be adequate to accommodate expansion of Colbert Lane (if needed).</p>
<p><i>8. According to Comprehensive Plan policy 1.2.2.1, Colbert Lane is a "gateway corridor" and should therefore exceed the City's landscape standards. What has the applicant proposed to enhance this important gateway corridor?</i></p>	<p>A 25' landscape buffer will be provided on Colbert Lane consistent with LDC.</p>



# Memo

**To:** Jose Papa  
**From:** Jim Cullis  
**Date:** 2/7/2018  
**Re:** Proposed Colbert Lane MPD Agreement

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Jose:

I appreciate the effort you and Mr. Tyner have taken to address our concerns about the Roberts Pointe land use entitlements through changes in the draft MPD. We believe the proposed changes will ensure that Roberts Road remains an attractive gateway to the City of Palm Coast.

Thank you for your attention to this matter.

With best regards,

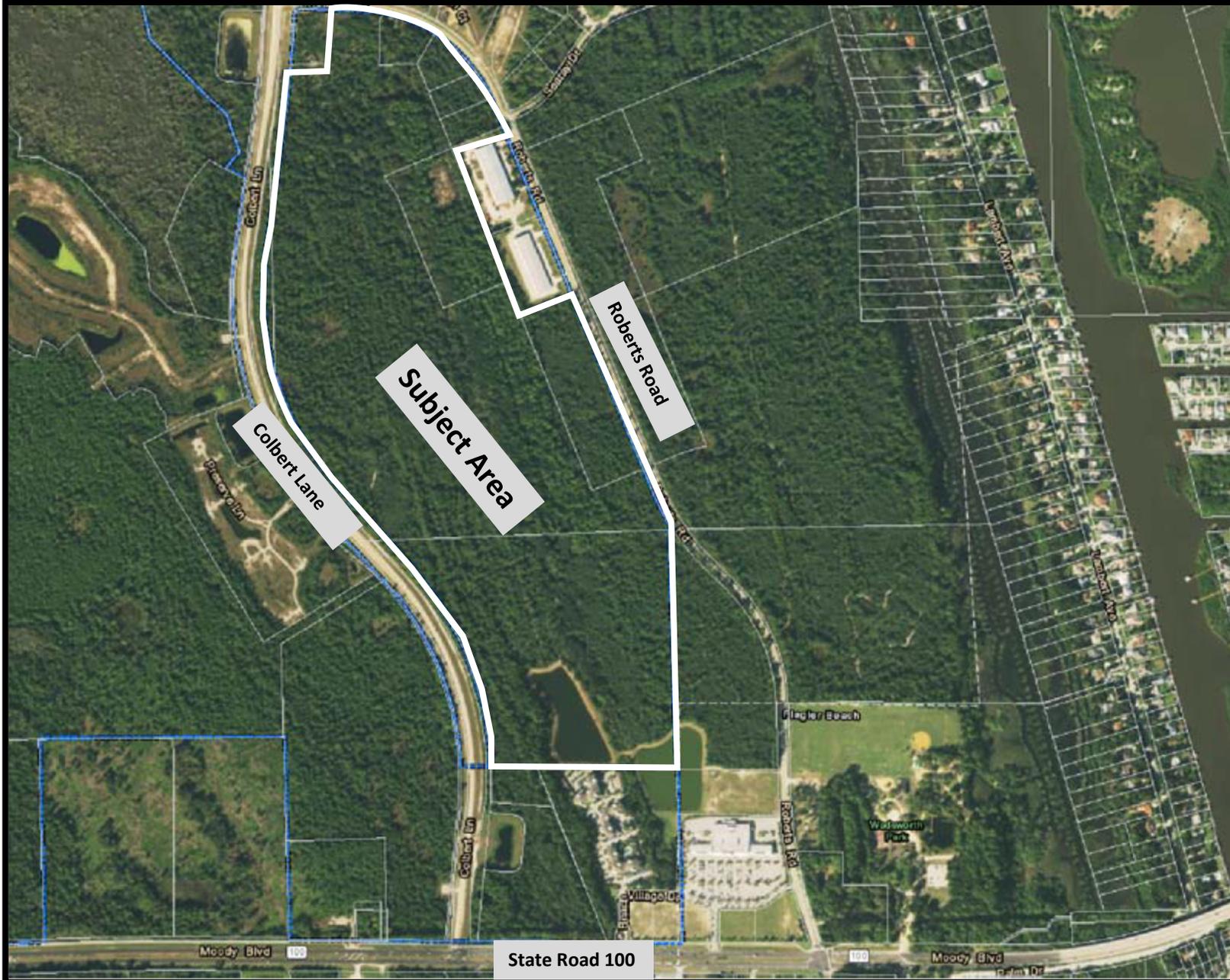
A handwritten signature in blue ink, appearing to be "Jim Cullis". The signature is written in a cursive style with a large, looping initial "J".

Jim Cullis

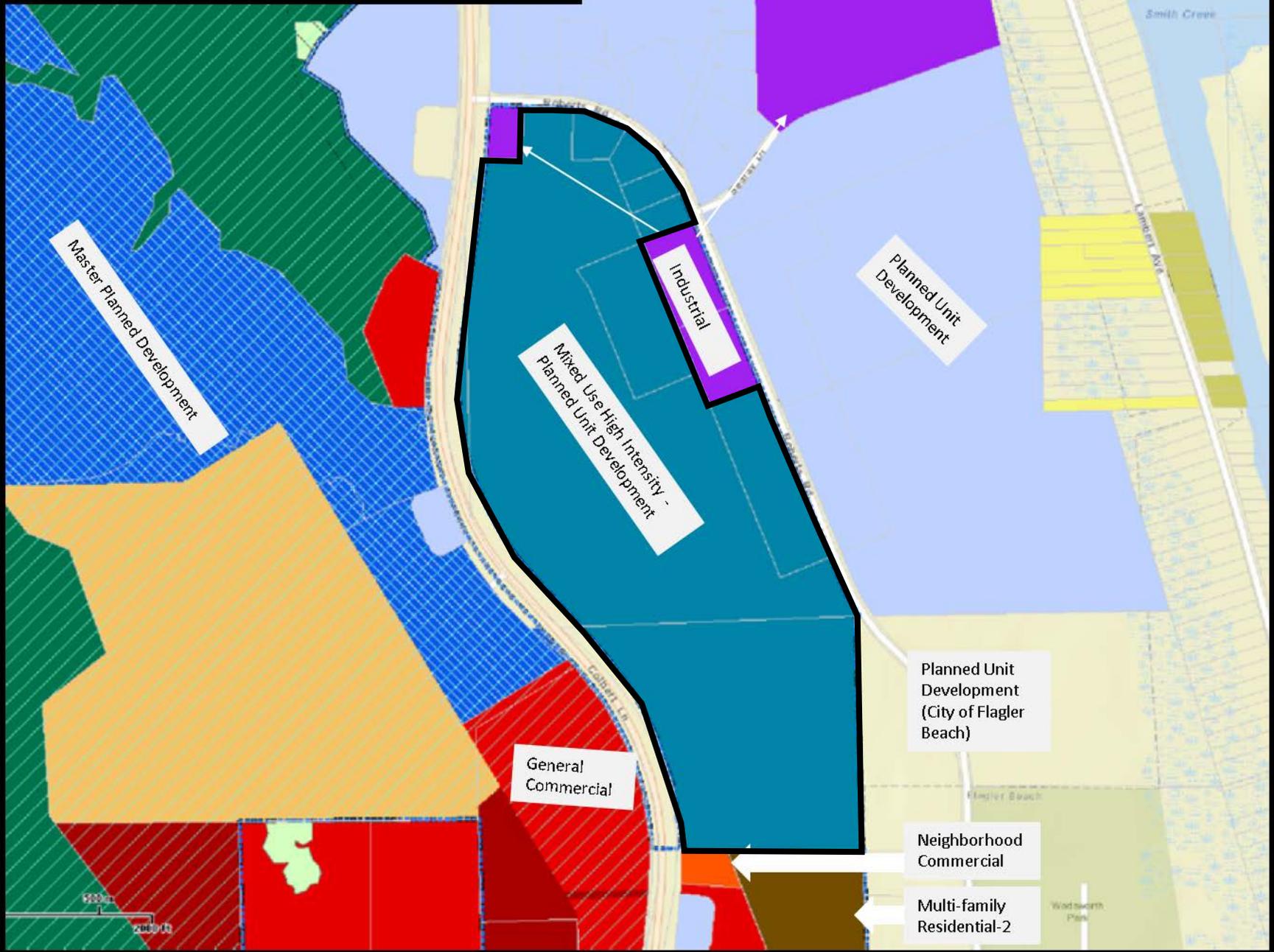
Lighthouse Harbor, LLC.

Managing Member

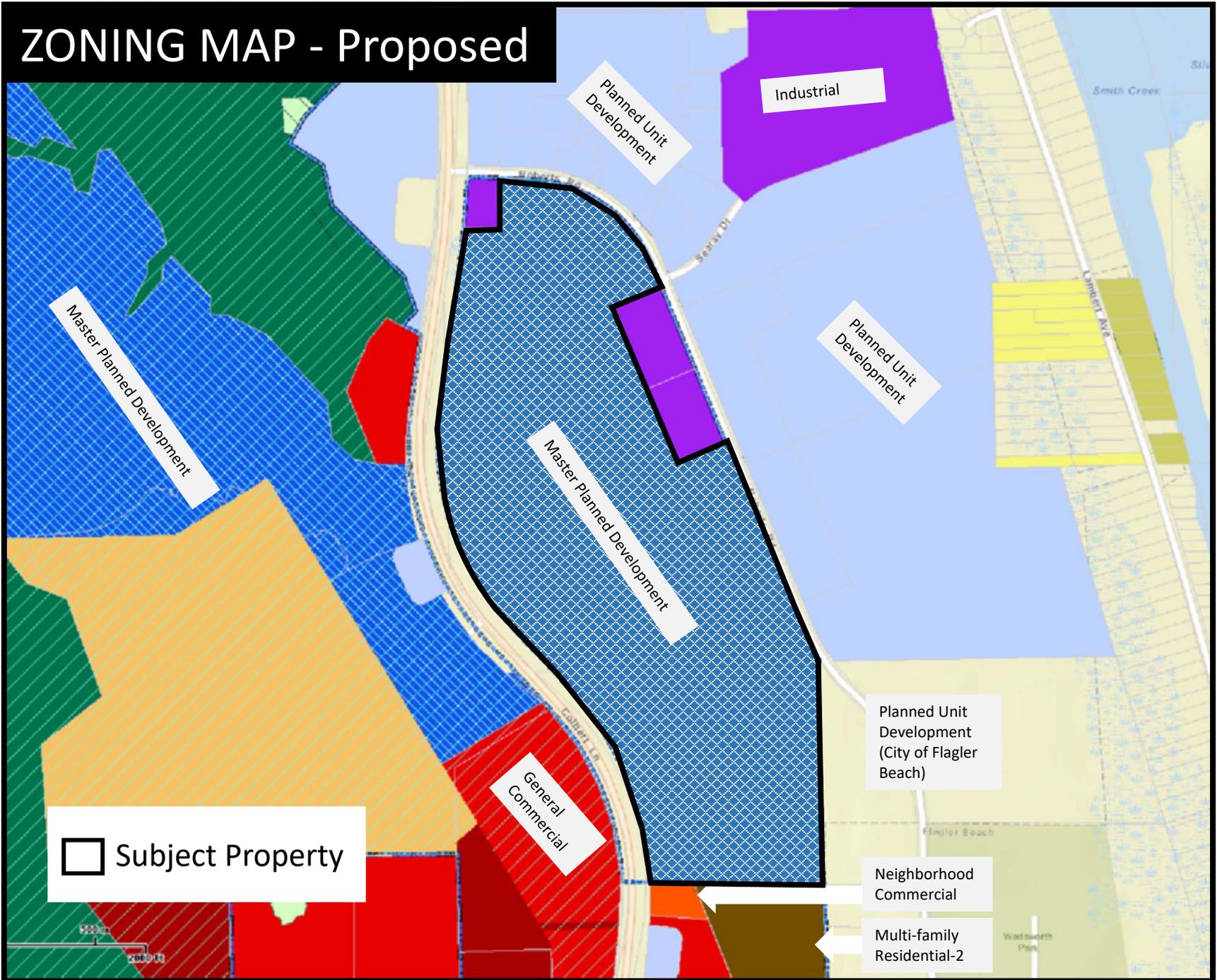
# LOCATION MAP – Colbert Preserve/Roberts Pointe MPD



# ZONING MAP - CURRENT



# ZONING MAP - Proposed



# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 3/20/18

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	2698	<b>Account</b>
		<b>#</b>
<b>Subject</b>	ORDINANCE 2018-XX TO ADOPT THE FIRST AMENDMENT TO THE GRAND LANDINGS MASTER DEVELOPMENT PLAN	
<b>Background:</b>	<p>The Grand Landings MPD was adopted May 6, 2014. The original project was approved by the Flagler County Commission in 2005 and annexed into the City of Palm Coast in 2007. The 2014 Ordinance amended and replaced the Flagler County PUD and incorporated the City's Unified Land Development Code.</p> <p>The residential portion of the Grand Landings allows for a maximum of 749 single family or single family attached units. The portion of the property designated commercial allows up to 150,000 square feet. Any modification to the Master Plan that increases the intensity or types of development uses, reduces the total amount of open space, or decreases the size of any perimeter buffer within the Property shall require the approval of the City Council following the review and recommendation of the Planning Land Development Regulation Board.</p> <p>The proposed amendments to the Master Planned Development Agreement has four parts; none of which change the number of units the #2014-11 Ordinance permits (749 units).</p> <ol style="list-style-type: none"><li>1) Amend Section 6 (b) (1) Wetlands and Wetland Buffer to allow the wetland buffer to meet city code standards in lieu of the current MPD language. The City Code allows a 25- foot buffer to be averaged provided it is no less than 15 feet for moderate and minimal wetlands.</li><li>2) Amend Section 6 (b) (1) Wetlands and Wetland Buffer to allow wildfire mitigation as an allowable use in the wetland buffer. Wildfire mitigation adjacent to wetlands is a tool that supports fire wise practices. This change was recommended by the City and is supported by the applicant.</li><li>3) Amend Section 7, Site Development Plan, Table of Site Development Requirements, Single Family Detached, reduce lot width minimum to 45'. This proposed change would affect future development on tracts for which there are no pending applications.</li><li>4) Amend Section 7, Site Development Plan, Table of Site Development Requirements, Single Family Detached, reduce lot size minimum to 5000 SF. This proposed change would affect future development on tracts for which there are no pending applications.</li></ol> <p>During the February 21, 2018 Planning and Land Development Regulation Board Meeting the members votes 5-1 in favor of this application. Mr</p>	
<b>Recommended Action :</b>	<p>Planning staff and the Planning and Land Development Regulation Board recommends that the City Council approve the first amendment to Grand Landings Master Planned Development (MPD) Development Agreement, Application No. 3481</p>	



**ORDINANCE 2018-\_\_\_\_\_**  
**AMENDMENT TO THE GRAND LANDINGS MPD &**  
**DEVELOPMENT AGREEMENT**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE FIRST AMENDED AND RESTATED MASTER PLANNED DEVELOPMENT (MPD) DEVELOPMENT AGREEMENT FOR THE GRAND LANDINGS MPD; PROVIDING FOR AN AMENDMENT TO SECTION 6(b)(1) WETLAND & WETLAND BUFFER AND SECTION 7(a) SITE DEVELOPMENT PLAN; PROVIDING FOR A REDUCTION IN MINIMUM LOT WIDTH FOR SINGLE FAMILY DETACHED TO 45' WIDE; PROVIDING FOR A REDUCTION IN MINIMUM LOT SIZE FOR SINGLE FAMILY DETACHED TO 5,000 SQUARE FEET; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR CONFLICTS PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Grand Landings Master Planned Development (MPD) is a Master Planned Development (MPD) previously rezoned to MPD through Ordinance 2014-11;

**WHEREAS**, two public hearings on the proposed First Amendment to the Grand Landings Master Planned Development (MPD) Development Agreement (the "Development Agreement") have been duly held in the City of Palm Coast, Florida, and at such hearings interested parties and citizens for and against the proposed amendment were heard; and

**WHEREAS**, JTL Grand Landings Development LLC, a Texas Limited Liability Company ("Owner") is the Owner of the property further described in "Attachment A" and has entered into the Development Agreement as recorded in Official Records Book 2004, Pages 1275 through 1305 of the public records of Flagler County, Florida; and

**WHEREAS**, the Owner has requested to amend the Development Agreement in order to 1) revise the wetland buffer to allow consistency with City Code requirements and to allow wildfire mitigation as a use within the said buffer; 2) to reduce the minimum lot width for single family detached to 45' and 3) to decrease the minimum lot size for single family detached to 5,000 square feet; and

**WHEREAS**, this Ordinance is to amend and restate the Grand Landings MPD and Development Agreement as recorded in OR Book 2004, Page 1275; and

**WHEREAS**, the Planning and Land Development Regulation Board and City Staff of the City of Palm Coast have recommended approval of this Ordinance and the Planning and Land Development Regulation Board has found this requested change consistent with the City of Palm Coast Comprehensive Plan; and

**WHEREAS**, the City Council has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of City staff, and the recommendation of the Planning and Land Development Regulation; and

**WHEREAS**, the City Council of the City of Palm Coast, as the governing body of the City, pursuant to the authority vested in Chapter 163 and Chapter 125, Florida Statutes and the City of Palm Coast Unified Land Development Code, is authorized and empowered to consider applications relating to zoning; and

**WHEREAS**, additional conditions of approval may also be included within the minutes of relevant meetings of the Planning & Land Development Regulation Board and City Council. Furthermore, any representations or promises made by the Applicant during the zoning review and approval process for the Project (whether oral or in writing) shall also be additional conditions of approval if deemed appropriate by the City; 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 (Ordinance No. 2008-23) have been satisfied; and

**WHEREAS**, the City Council of the City of Palm Coast held duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and 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) which voted to recommend approval at the regularly scheduled meeting conducted on February 21, 2018, and after complete deliberation, the City Council hereby finds the requested change consistent with the City of Palm Coast Comprehensive Plan, and that sufficient, competent and substantial evidence supports the proposed amendment set forth hereunder; and

**WHEREAS**, the Owners have fully complied with the requirements of City of Palm Coast Land Development Code and the Grand Landings MPD Development Agreement for amending the Development Agreement to permit the requested changes; and

**WHEREAS**, the City Council of the City of Palm Coast hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Palm Coast, Florida.

**NOW, THEREFORE, BE IT 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. MPD Amendment.** The Palm Coast City Council, pursuant to the Land Development Code of the City of Palm Coast hereby enacts this Ordinance amending and restating the Grand Landings MPD & Development Agreement, attached hereto as “Attachment B,” for the property generally located west of Seminole Woods Blvd., south of State Road 100, legally described in “Attachment A” attached hereto.

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

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

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

Approved on first reading this 20th day of March 2018.

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

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA SMITH, CITY CLERK

Attachments:

Attachment A – Legal Description, Parcel IDs

Attachment B – Amended MPD Development Agreement

**ATTACHMENT “A”  
LEGAL DESCRIPTION  
PARCEL IDs**

**ATTACHMENT “B”  
AMENDED MPD DEVELOPMENT AGREEMENT**

(This page intentionally left blank. Attachment begins next page.)



**COMMUNITY DEVELOPMENT DEPARTMENT  
STAFF REPORT FOR APPLICATION #3481  
Grand Landings Master Planned Development (MPD)  
March 20, 2018**

**OVERVIEW**

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**Application Number:** 3481

**Applicant:** Grand Landings JTL

**Location:** Generally located west side of Seminole Woods Parkway, south of SR 100, as shown on Exhibit.

**Property Description:** See attachments

**Property Owner:** JTL Grand Landings Development, LLC.

**Parcel IDs:** Multiple

<b>Current FLUM designation:</b>	Mixed Use and Residential
<b>Current Zoning designation:</b>	Master Planned Development (MPD)
<b>Current Use:</b>	Multi-use
<b>Size of subject property:</b>	774 ± acres

**Requested Action:** Amend the Master Planned Development (MPD) Development Agreement per staff recommendation.

**Recommendation:** Approval of Staff Recommendation

**ANALYSIS**

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**REQUESTED ACTION**

Amend the Grand Landings Master Planned Development (MPD) Ordinance # 2014-11 and Development agreement per staff report and recommendation.

**BACKGROUND/SITE HISTORY**

The Grand Landings MPD was adopted May 6, 2014. The original project was approved by the Flagler County Commission in 2005 and annexed into the City of Palm Coast in 2007. The 2014 Ordinance amended and replaced the Flagler County PUD and incorporated the requirements of City's Unified Land Development Code.

The residential portion of the Grand Landings allows for a maximum of 749 single family or

single family attached units. The portion of the property designated commercial allows up to 150,000 square feet. Any modification to the Master Plan that increases the intensity or types of development uses, reduces the total amount of open space, or decreases the size of any perimeter buffer within the Property shall require the approval of the City Council following the review and recommendation of the Planning Land Development Regulation Board.

To date there have been three subdivision phases. Currently Phase 3B and 3C are under construction. The proposed change herein would apply to Phase 4 and Phase 5 development.

### **PROPOSED MPD AMENDMENT**

The proposed amendments to the Master Planned Development Agreement has four parts; none of which alter the number of units the #2014-11 Ordinance permits (749 units).

- 1) Amend Section 6 (b) (1) Wetlands and Wetland Buffer to allow the wetland buffer to meet city code standards. The City Code allows a 25- foot buffer to be averaged provided it is no less than 15 feet for moderate and minimal wetlands.
- 2) Amend Section 6 (b) (1) Wetlands and Wetland Buffer to allow wildfire mitigation as an allowable use in the wetland buffer. Wildfire mitigation adjacent to wetlands is a tool that supports fire wise practices. This change was recommended by the City and is supported by the applicant.
- 3) Amend Section 7, Site Development Plan, Table of Site Development Requirements, Single Family Detached, reduce lot width minimum to 45'. This proposed change would affect future development on tracts for which there are no pending applications.
- 4) Amend Section 7, Site Development Plan, Table of Site Development Requirements, Single Family Detached, reduce lot size minimum to 5000 SF. This proposed change would affect future development on tracts for which there are no pending applications.

### **LAND USE AND ZONING INFORMATION**

A use summary table, surrounding uses and comparison of the development standards is shown below:

**USE SUMMARY TABLE**

<b>CATEGORY:</b>	<b>EXISTING:</b>	<b>PROPOSED:</b>
Future Land Use Map (FLUM)	Mixed Use	No change proposed
Zoning District	Master Planned Development (MPD) allowing up to 774 residential units and up to 150,000 SF of commercial	No change in entitlements, units or square footages.
Overlay District	None	None
Uses	Single family detached, community center, common area, vacant	Single family detached, attached and commercial
Overall MPD Acreage	774 +/- acres	774 +/- acres
Access	Seminole Woods Parkway	Seminole Woods Parkway

**SURROUNDING LAND USES:**

<b>LOCATION</b>	<b>FLUM</b>	<b>ZONING</b>
NORTH	Mixed Use & Residential	COM-2, SFR-1, DPX,
SOUTH	Flagler County – Low Density Rural Estate, Recreation & Open Space	Flagler County-PUD
EAST	Institutional	COM-3, MPD, PSP
WEST	Mixed Use & Institutional	MPD

**PROPOSED AMENDMENT DETAIL****Proposed Amendments #1 and #2,**

Two of the proposed amendments relate to Section 6 of the MPD, Wetland and Wetland Buffer.

- 1) Amend Section 6 (b) (1) Wetlands and Wetland Buffer **to allow the wetland buffer to meet city code standards in lieu of current MPD language;**
- 2) Amend Section 6 (b) (1) Wetlands and Wetland Buffer to allow **wildfire mitigation** as an allowable use in the wetland buffer. Please note that the addition of wildfire mitigation is supported by the Applicant and staff as a means to allow for firewise land practices.

**Original MPD Language**

**SECTION 6(b)(1). WETLAND & WETLAND BUFFER.** Subsequent to the issuance of an Environmental Resource Permit by the St. Johns River Water Management District (SJRWMD), a conservation easement in favor of the SJRWMD shall be recorded. Conservation Easements including the upland buffer shall not be included within development lots except those lots approved by preliminary plat prior to the date of this MPD agreement. A minimum 25' upland buffer shall be provided around all wetland areas not being impacted by development. Where wetlands are impacted by the development plan, buffering and mitigation, consistent with the SJRWMD permit, shall be provided. Activities within the upland buffer shall be limited to the removal of invasive vegetation, installation of essential utilities and permitted trail crossings.

**Applicant's Proposed Language (Proposed Amendment #1 with #2 (wildfire mitigation)).**

**SECTION 6(b)(1). WETLAND & WETLAND BUFFER.** Subsequent to the issuance of an Environmental Resource Permit by the St. Johns River Water Management District (SJRWMD), a conservation easement in favor of the SJRWMD shall be recorded. Conservation Easements including the upland buffer shall not be included within development lots except those lots approved by preliminary plat prior to the date of this MPD agreement. An average of twenty - five feet minimum (25') feet but not less than ten (10) feet upland buffer shall be provided around all wetland areas not being impacted by development. However, where wetlands are impacted by the development plan, buffering and mitigation, consistent with the SJRWMD permit, shall be provided. Activities within the upland buffer shall be limited to the removal of invasive vegetation, wildfire mitigation, installation of essential utilities and permitted trail crossings.

**Staff’s Proposed Language (Proposed Amendment #1 with #2 (wildfire mitigation).**

**SECTION 6(b)(1). WETLAND & WETLAND BUFFER.** Subsequent to the issuance of an Environmental Resource Permit by the St. Johns River Water Management District (SJRWMD), a conservation easement in favor of the SJRWMD shall be recorded. Conservation Easements including the upland buffer shall not be included within development lots except those lots approved by preliminary plat prior to the date of this MPD agreement.

An average minimum of twenty-five (25) feet but not less than fifteen (15) feet natural upland buffer shall be provided around all wetlands areas not being directly impacted by development.

However, Where direct wetlands are impacted are impacted created by the development plan, buffering and mitigation requirements, consistent with the SJRWMD permit shall be provided.

Activities within the upland buffer shall be limited to the removal of invasive vegetation, wildfire mitigation, installation of essential utilities and permitted trail crossings.

**Analysis**

The current Grand Landings MPD requires a minimum 25- foot upland buffer adjacent to wetlands not impacted by development. Staff’s revised recommendation allows for the wetland requirements in Section 10.01.03 of the ULDC to be applied. This revision allows for more flexibility, by allowing an averaging of the buffer, while still maintaining a minimum level of resource protection.

**Proposed Amendments #3 and #4,**

The other two proposed changes relate to **SECTION 7, Site Development Plan, Table of Requirements, Single Family Detached criteria**. Specifically these changes are to:

- 3) Amend Section 7, Site Development Plan, Table of Site Development Requirements, Single Family Detached, **reduce lot width minimum to 45’**.
- 4) Amend Section 7, Site Development Plan, Table of Site Development Requirements, Single Family Detached, **reduce lot size minimum to 5,000 SF.**

<b>Table of Site Development Requirements</b>			
TYPE	SINGLE FAMILY ATTACHED	SINGLE FAMILY DETACHED	COMMERCIAL & AMENITY CENTER
Lot Width Minimum	20’ Lots/100’ Project	<del>50’</del> <u>45’</u>	100’
Lot Size Minimum	2,000 Sq. Ft./ 3 Acres Project	<del>6,250</del> <u>5,000</u> Sq. Ft.	

## **Analysis**

Development entitlements for the Grand Landings MPD were originally granted by Flagler County in 2005. As with most Master Planned Development projects, the Grand Landings MPD is a multiyear, multiphase project. Given the long-term planning horizon, it is quite common and very typical for development program adjustments and site development revisions to be requested over time.

This proposed change does not alter the approved number of units, or the setbacks for single family detached housing relative to the Grand Landings MPD. Instead, it will enable the Developer to offer a more compact lot, and slightly different housing product. The addition of a new unit type promotes housing diversity and resiliency.

### **ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE CHAPTER 2 SECTION 2.05.05**

The Unified Land Development Code, Chapter 2, Part II, Section 2.05.05 states: *When reviewing a development order application, the approval authority shall determine whether sufficient factual data was presented in order to render a decision. The decision to issue a development order shall be based upon the following, including but not limited to:*

*A. The proposed development must not be in conflict with or contrary to the public interest;*

**Staff Finding:** This request is not in conflict with, or contrary to, the public interest.

The proposed changes to the wetland buffer ensure that the wetland buffers will still meet City Code. Adding the wildfire mitigation use to the buffer serves a public purpose.

The proposed changes to lot size and width will allow for a slightly more affordable home product while still complying with the City's codes.

*B. The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;*

**Staff Finding:** The request is consistent with the following objectives and policies of the Comprehensive Plan:

- **Chapter 1 Future Land Use Element:**

*-Objective 1.1.4 - Promote compact and contiguous development, a mixture of land uses, and discourage urban sprawl.*

*-Policy 1.1.4.2 – The Master Planned Development (MPD) zoning district shall allow residential housing types to be mixed with retail, service, office, commercial and other land uses. Potential areas for MPD's are strategically located throughout the City to promote infill development and to maximize vehicular and pedestrian accessibility.*

The Grand Landings MPD already allows for single-family attached uses. These smaller single-family residential lots and widths will create another different, slightly more affordable housing product within the Master Plan.

- **Chapter 2 Transportation Element:**

*-Policy 2.2.2.4 – The City shall continue to enforce requirements for bicycle and pedestrian interconnectivity between residential developments and between residential and adjacent commercial developments as a means of reducing traffic on collector and arterial roadways.*

The MPD Conceptual Master Plan and language in the Development Agreement identify or indicate that internal pedestrian connections to be maintained.

- **Chapter 3 Housing Element:**

*-Objective 3.4.1 – Increase the diversity of the housing types, prices and opportunities*

*-Policy 3.4.1.1 – Through the FLUM and the zoning district regulations of the LDC, the City shall make provisions to supply land that can be developed with various types of residential uses, including single-family homes of various sizes, duplexes, multi-family dwellings and residential units in mixed- use developments.*

A great deal of housing located within Palm Coast is detached single family residential with lots over 7500 SF. The proposed MPD change will allow for a more compact lot, and slightly more affordable housing product.

*C. The proposed development must not impose a significant financial liability or hardship for the City;*

**Staff Findings:** Development of the property can only proceed in accordance with all of the requirements of the Development Agreement as well as the Comprehensive Plan and Land Development Code, which includes the requirement that adequate public facilities be in place and available at the time of development.

*D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City’s inhabitants;*

**Staff Finding:** The rezoning will not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City’s inhabitants. It is common for developers to adjust their development program and product mixes over time.

*E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes;*

**Staff Finding:** Any proposed future development of the site must comply with the requirements of all other applicable local, state and federal laws, statutes, ordinances, regulations and codes.

### **ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE CHAPTER 2 SECTION 2.06.03**

The Unified Land Development Code, Chapter 2, Part II, Sec. 2.06.03 states: “*The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, when reviewing a rezoning application*”:

*A. Whether it is consistent with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan;*

**Staff Finding:** As noted previously in the analysis prepared for ULDC Chapter 2, Part II, Section 2.05.05 of this staff report, the requested rezoning is in conformance with the Comprehensive Plan elements, and their goals, objectives and policies.

*B. Its impact upon the environment and natural resources;*

**Staff Finding:** The proposed changes to the wetland buffer allow proposed development to comply with the City's Land Development Code in lieu of the existing language in the MPD.

The proposed changes to reduce the lot width to 5000 SF and reduce the lot minimum to 45 SF allow for more compact development, and maintenance of the Master Plan's designated open space.

*C. Its impact on the economy of any affected area;*

**Staff Finding:** Impacts to the economy of the affected area are anticipated to be positive. Grand Landings is a robust area for subdivision development. This trend is anticipated to continue. Allowing for an additional housing product is a reasonable adaptation for a project with a long- term development build-out.

*D. Its impact upon necessary governmental services such as schools, sewage disposal, potable water, drainage, fire and police protection, solid waste, or transportation;*

**Staff Finding:** The Development Agreement provides for the maintenance of existing services. These impacts must remain within the adopted Level of Service per requirements of the LDC and Comp Plan.

*E. Any changes in circumstances or conditions affecting the area;*

**Staff Finding:** The development trends have continued in a largely predictable manner.

*F. Compatibility with proximate uses and development patterns, including impacts to the health, safety, and welfare of surrounding residents;*

**Staff Finding:**

The current MPD already allows single family attached housing. The proposed amendments create an additional housing product within the context of a Master Planned Development. This proposal does NOT change the overall number of entitlements permitted within the MPD.

*G. Whether it accomplishes a legitimate public purpose:*

**Staff Finding:** Yes, the amendment to the MPD accomplishes a legitimate public purpose, which is to support diverse housing styles and provide additional flexibility to the product mix.

## **PUBLIC PARTICIPATION**

Unified Land Development Code Chapter 2, Part II, Section 2.05.02 requires developers (defined as property owners or persons who are improving property within the City) to notify owners within 300' of a subject property to hold a neighborhood meeting for certain types of applications. The applicant held a community meeting on February 12, 2018 at Flagler Palm Coast High School. Approximately 250 notices were mailed and approximately 30 residents attended. Those that attended had questions about the proposed changes to the existing MPD. The Neighborhood Information Meeting (NIM) report is included in the back-up.

The required public notification signs were posted on the property by February 12, 2018. Additionally, the required legal advertisement for the public hearing for the Planning and Land Development Regulation Board meeting was placed in a paper of local circulation and published on February 7, 2018. To date, City staff has received several phone calls that can be described as general inquiries in conjunction with the requested amendment to the MPD.

## **RECOMMENDATION**

Planning staff and the Planning and Land Development Regulation Board recommends approval to City Council amendment #1. At the time of this report, staff and the applicant disagree on this amendment. Please note staff and the applicant are working together to try to reach agreement on wording for amendment #1.

Staff and the applicant agree to amendment #2 adding wildfire mitigation as an acceptable use in the wetland buffer (consensus wording).

Planning staff and the Planning and Land Development Regulation Board also recommends the other proposed changes the applicants requested changes depicted as #3 and #4 to the Amended and Restated Grand Landings MPD and Development Agreement, Application 3481, to reduce lot size and lot minimums.



# city of PALM COAST

Community Development Department  
Planning Division

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3736

February 15, 2018

JTL GRAND LANDINGS DEVELOPMENT LLC  
16475 DALLAS PKWY, SUITE 155  
ADDISON, TX 75001

RE: GRAND LANDINGS PHASE 3A  
Minor Modification to Application 3184 Development Order

Dear Mr. Finley,

As requested by the City of Palm Coast for life safety purposes, a minor modification to the above referenced project was request for our review and approval. The following was submitted for approval:

- a. A 6' (5' along Lot 19) high black fabric (11.5 Gauge fabric) temporary chain link fence with post imbedded at a min of 10' diam x 36' deep crushed stone on center, located 2 feet outside of Lots 7-19 area.
- b. Fabric shall be anchored in each grommet with ties.
- c. Fence shall be constructed with a top rail and bottom wire (11GA.)
- d. A 9"x18" "Construction Area Do Not Enter" sign will be posted along fence length.
- e. Temporary road barricade will be posted to warn the public of road closure.

City requirements:

- a. Temporary fence shall remain in place until pond is excavated and final as-builts are submitted and approved.
- b. Fence will be inspected weekly to ensure the Lots are not being impacted with wind-blown sand and debris.

The City herby approves the revised plans as shown on the revised plan sheet C1.6A attached to this letter.

Please do not hesitate to contact me should you require any additional information.

Sincerely,

*Ida Meehan*

IDA MEEHAN

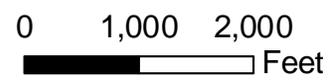
CC: JTL GRAND LANDINGS DEVELOPMENT LLC  
16475 DALLAS PKWY, SUITE 155  
ADDISON, TX 75001





Location Map

 Grand Landings MPD

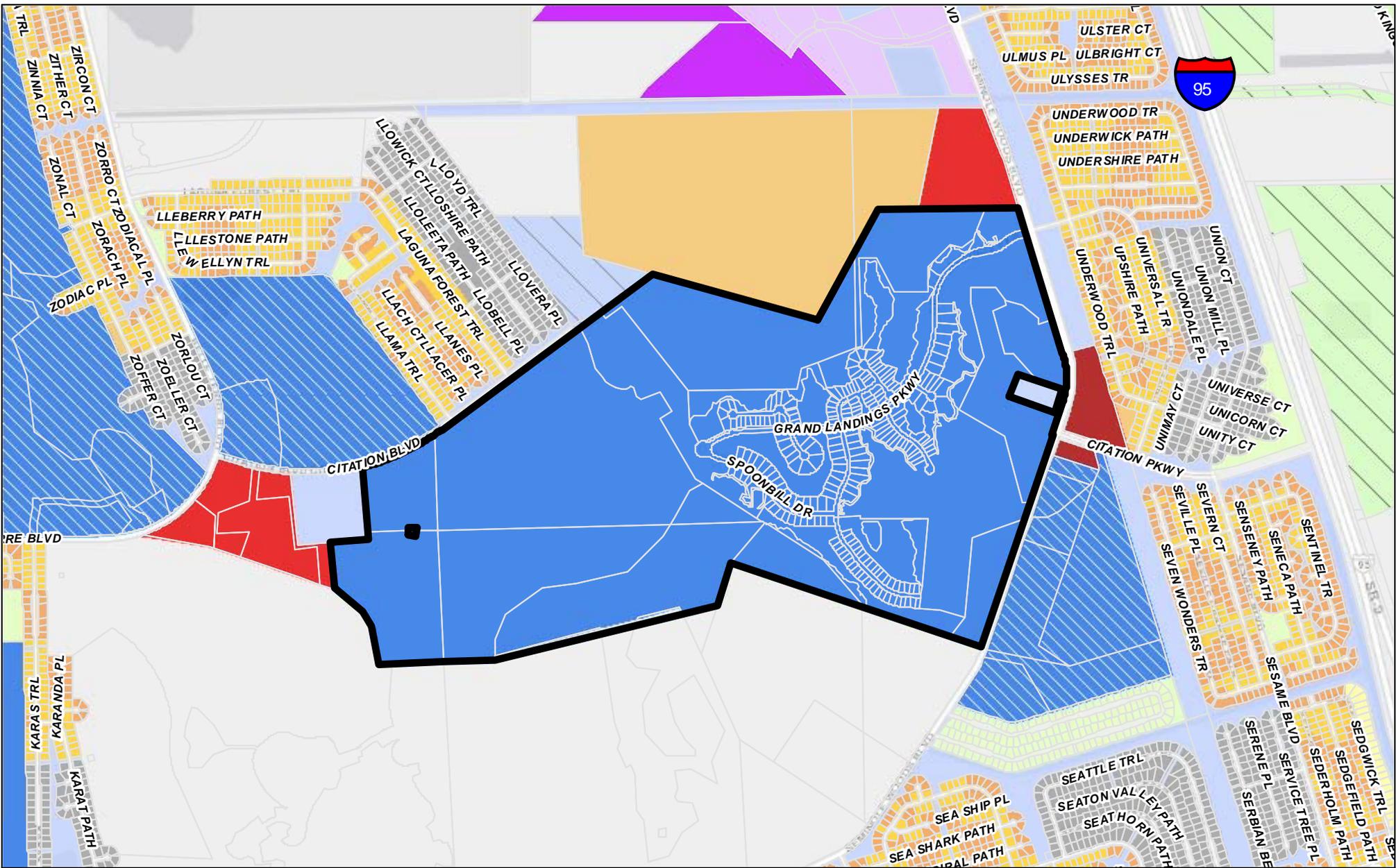


Map Provided by the GIS Division

2017 FDOT Imagery

Date: 2/16/2018

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



# Zoning Map

 Grand Landings MPD



 MPD, MPD post 11-16-08 designation

 MPD, MPD pre 11-16-08 designation

### Palm Coast Zoning Districts

 AC : Annexed Area, Flagler County Zoning adopted

 COM-2

 COM-3

 DPX

 EST-1

 IND-1

 IND-2

 PUD : Annexed Area, Flagler County Zoning adopted

 PSP

 SFR-1

 SFR-2

 SFR-3

 SFR-4



Map Provided by the GIS Division

Date: 2/16/2018

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

Chiumento & Associates, PLLC  
Michael D. Chiumento  
Michael D. Chiumento III  
Andrew C. Grant  
Ronald A. Hertel  
Vincent T. Lyon  
Vincent L. Sullivan

Marc E. Dwyer, P.A.  
Marc E. Dwyer

Lewis A. Berns, P.A.  
Lewis A. Berns  
Of Counsel



**CHIUMENTO  
DWYER HERTEL GRANT, P.L.**  
ATTORNEYS AT LAW

*A P.L.L.C. of P.A.s*

145 City Place, Suite 301  
Palm Coast, FL 32164  
386-445-8900 Tel  
386-445-6702 Fax

E-mail: [Michael3@palmcoastlaw.com](mailto:Michael3@palmcoastlaw.com)  
Website: [LegalTeamForLife.com](http://LegalTeamForLife.com)

**MEMORANDUM**

**TO: RAY TYNER**

**FROM: MICHAEL D. CHIUMENTO III, ESQ.**

**RE: JTL GRAND LANDINGS NEIGHBORHOOD MEETING**

**DATE: FEBRUARY 15, 2018**

---

On Monday, February 12, 2018 the above applicant held the required Neighborhood Information Meeting. The meeting commenced at 6:07 p.m. and concluded at 7:14 p.m. Attached please find the sign in sheet from the meeting. Below is a list of questions asked at the meeting:

- Are there plans for a new amenity?
- Why are there going to be 45 foot lots?
- What is the minimum square footage for 45 foot lots?
- Will new lot size diminish existing home value?
- Will there be more common area?
- Who were the meeting notices sent to?
- What is happening to the wetlands?
- Are there plans to increase density?
- Is there any change to setbacks?
- Where is Grand Landings?

Mgs 2/2/18

Name	Email
John Johnson	386 589 7458
BRYANT & BRENDA THORPE	butrip1@aol.com
MIKE & BEVERLY GYORKOS	386-206-9830 mgyorkos3@gmail.com
Jemie Ventrelli	jventrelli@cfl.rr.com
Gertrude Hannah	gertrude.hannah@att.net
Lavonne Bowman	lavonne4517@gmail.com
Joyce Jones	jjoyce1957@gmail.com
Mary Coombs	coombsmek@hotmail.com
Susan Dengler	suxmd3@verizon.net
Sandy & Norm Marchant	nksp snowbird@gmail.com
Jesus & Donna Pubill	lynn.pubill@hotmail.com
NANCY & DAN TANNEN	daniel0847@aol.com
Lewis Cesariello	203 5606066 cel
Tom & Gail Starling	STARLINGT2001@YAHOO.COM
GARY Glenn	105 VIREO DR. Palm Coast.
Bob Green	115 Speckbill Dr., Palm Coast
MARTIN ROBERTS	162 N Starling Dr Palm Coast martin.roberts911@gmail.com
BILL O'HARA	billyo18337@aol.com
Tia O'Donohue	147 N Starling Dr Palm Coast
Tia O'Donohue	8 Karande Pl
Dana Tyler	danatyler2011@gmail.com
Jim & JOAN MAGARECCI	JMAGARECCI@GMAIL.COM

NAME	Email.
MODRIS FELLHEIMER	FMORRISTHECAT1@AOL.COM
Robert Myer	Robertmyer@bellsouth.net
PAUL LEWIS	66PLEWIZ57@GMAIL.COM
Tony Franzer	TONYFRANZER@ATT.NET
KAREN McMANUS	mcmank27@gmail.com
DAVE ROBERTSON	robertsond41@yahoo.com
Andrea Robertson	"
Kyle Berryhill	kberryhill5@gmail.com

# City of Palm Coast, Florida Agenda Item

Agenda Date: 03/20/2018

<b>Department Item Key</b>	ADMINISTRATIVE SERVICES	<b>Amount Account #</b>
<b>Subject</b>	ORDINANCE 2018-XX PROPOSED AMENDMENTS TO THE CITY CHARTER	
<b>Background:</b> <b><u>UPDATE FROM THE FEBRUARY 27, 2018 WORKSHOP</u></b> This item was heard by City Council at their February 27, 2018 Workshop. City Council provided direction and changes to the proposed amendments. Through consensus, City Council determined that the following three (3) amendments should be prepared for consideration: <ol style="list-style-type: none"><li>1. Update Outdated and to Clarify Ambiguous Charter Provisions</li><li>2. Revise the Charter Review Process to Include an Advisory Charter Review Committee</li><li>3. Revise to Process to Fill a Vacancy in a Council Seat</li></ol> The City Attorney has completed those changes to the proposed charter amendments. The changes are shown on the attached Ordinance as strikethrough and underline. In addition, the complete Charter strike-through and underline is attached. <b><u>ORIGINAL BACKGROUND FROM THE FEBRUARY 27, 2018 WORKSHOP</u></b> In September of 2017, the City of Palm Coast initiated a public participation process to educate the community about the City's charter and solicit input regarding potential changes and amendments to the document. The existing charter was written in 1999 when the City was incorporated, has been amended from time to time, but has not been reviewed in its entirety. Ms. Marilyn Crotty, Director of the Florida Institute of Government at the University of Central Florida, was engaged to facilitate the process. A series of public workshops were held in September and October. Ms. Crotty presented the summary report at the January 9, 2018 City Council Workshop. At the City Council Workshop, City Council directed staff to develop five (5) amendments, one of which (#5) would be considered after City Council reviewed proposed language and discussed further. Below is a summary of the five (5) amendments. <ol style="list-style-type: none"><li>1. Update Outdated and to Clarify Ambiguous Charter Provisions</li><li>2. Revise the Charter Review Process to Include an Advisory Charter Review Committee</li><li>3. Revise to Process to Fill a Vacancy in the Office of the Mayor or of a Council Seat</li><li>4. Revise the Charter Initiative and Referendum Process to Comply with State Law</li><li>5. Increase the Number of Council Districts from Five (5) to Seven (7)</li></ol> City staff will present the draft Ordinance with proposed titles and summaries along with the implementing charter revisions.		
<b>Recommended Action:</b> Discuss and provide further direction.		



ORDINANCE 2018-\_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA SUBMITTING TO THE ELECTORS OF PALM COAST PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF PALM COAST WHICH SHALL BE CONSIDERED BY BALLOT; PROVIDING BALLOT TITLES AND SUMMARIES FOR THE PROPOSED CHARTER AMENDMENTS; PROVIDING FOR DIRECTION TO THE CITY CLERK;; PROVIDING FOR CONFLICTS, SEVERABILITY. AND PROVIDING FOR AN EFFECTIVE DATE FOR THE ORDINANCE AND FOR THE APPROVED AMENDMENTS.**

**WHEREAS**, the City Council of Palm Coast established a comprehensive public process permitting input ~~about~~ concerning the existing City Charter; and

**WHEREAS**, the process was designed to provide an open, objective, and deliberative process during which ample opportunity was provided for the public to participate in a comprehensive study of any and all phases of City government; and

**WHEREAS**, the City Council convened this comprehensive study of the City Charter to avoid piecemeal changes to the City's organic law, an option which the City Council found as essential to the proper and orderly function of government; and

**WHEREAS**, after conducting numerous public meetings, at which the existing City Charter was examined and debated and various Charter amendment proposals from citizens and advisors were considered, the City Council considered various options for amendments to the existing Palm Coast Charter; and

**WHEREAS**, as a result of the input, recommendations, and advice received during ~~the Charter Review Process-~~ this public process and after careful deliberation and consideration, the City Council finds that it is in the best interests of the public health, safety, and welfare of the citizens of Palm Coast to propose ~~a comprehensive~~ revisions of to the Palm Coast City Charter in accordance with Section 10 of the Palm Coast City Charter and Section 166.031, Florida Statutes; and

**WHEREAS**, the City Council finds that the proposed ballot questions and summaries should be submitted to the City electorate for its consideration and final approval or disapproval; and

**WHEREAS**, the City Council of the City of Palm Coast desires to put to a vote of the citizens the issue of whether the Charter should be changed as proposed by the City Council following the aforescribed public process; and

**WHEREAS**, Section 166.031, Florida Statutes, provides that the governing body of a municipality may, by ordinance, submit to the electors of said municipality proposed amendments to its Charter, which amendments may be to any part or all of its Charter; and

**WHEREAS**, Section 10 of the City Charter provides that amendments to the Charter may be submitted to the electors by a majority vote of the Council members, and if the proposed amendments are approved by a majority of the electors, the amendments shall become law; and

**WHEREAS**, the City Council finds it to be in the best interests of its citizens to submit said proposed Charter amendments to the voters at a referendum election conducted by the Flagler County Supervisor of Elections on November 6, 2018.

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

**SECTION 1. Referendum Election.** The City Council of the City of Palm Coast, pursuant to Section 166.031 Florida Statutes, hereby proposes and approves amendments to the Charter of the City of Palm Coast, which proposed amendments are set forth below. Each question shall be voted on separately and approved or disapproved based on its own merit. Such referendum election shall be held in conformity with the laws of the State of Florida. The Supervisor of Elections of Flagler County is to coordinate all matters of said referendum election with the Palm Coast City Clerk, pursuant to that Interlocal Agreement between the City and the Supervisor of Elections.

**SECTION 2. Amendments to City Charter.** The form of the ballot for the Charter Amendments proposed in this Ordinance shall be as follows:

**City Charter Amendment 1:**

**TITLE:**

**CHARTER AMENDMENTS TO UPDATE OUTDATED AND TO CLARIFY AMBIGUOUS CHARTER PROVISIONS.**

**SUMMARY:**

Shall the Charter be amended (1) to ~~delete obsolete sections~~ remove outdated portions of the Charter, (2) to replace the current legal boundary description with a general boundary statement, ~~to establish Council salaries by resolution~~, and (3) to revise requirements for consistency with state laws.

Shall the above-described Charter Amendment be adopted?

For \_\_\_\_\_

Against \_\_\_\_\_

**City Charter Amendment 2:**

**TITLE:**

**CHARTER AMENDMENT TO REVISE THE CHARTER REVIEW PROCESS TO INCLUDE AN ADVISORY CHARTER COMMITTEE.**

**SUMMARY:**

Shall the Charter be amended to eliminate outdated language regarding an initial Charter review<sup>5,2</sup> to include an appointed Advisory Charter Review Committee in the Charter review process, and to require a Charter review at least once every ten (10) years.

Shall the above-described Charter Amendment be adopted?

For \_\_\_\_\_

Against \_\_\_\_\_

**City Charter Amendment 3:**

**TITLE:**

**CHARTER AMENDMENT TO REVISE THE PROCESS TO FILL A VACANCY IN THE OFFICE OF ~~THE MAYOR OR OF A COUNCIL~~ SEAT MEMBER.**

**SUMMARY:**

Shall the Charter be amended to provide that ~~(1) a vacancy in the office of Mayor shall be filled by the Vice Mayor eliminating the need for a special election, and (2) that~~ a vacancy in the office of a council ~~seat-~~ member be appointed within 30 days unless the vacancy occurs within 6 months of the next regularly scheduled election?

Shall the above-described Charter Amendment be adopted?

For \_\_\_\_\_

Against \_\_\_\_\_

**City Charter Amendment 4:**

~~TITLE:~~

~~CHARTER AMENDMENT TO REVISE THE CHARTER INITIATIVE AND REFERENDUM PROCESS TO COMPLY WITH STATE LAW.~~

~~SUMMARY:~~

~~Shall the Charter be amended to change the percentage of qualified electorate needed to initiate the referendum, initiative, and Charter amendment processes consistent with state law and to add a detailed process for the conduct of any such initiatives and referendums.~~

~~Shall the above-described Charter Amendment be adopted?~~

~~For \_\_\_\_\_~~

~~Against \_\_\_\_\_~~

**City Charter Amendment 5:**

~~TITLE:~~

~~CHARTER AMENDMENT TO INCREASE THE NUMBER OF COUNCIL MEMBERS FROM FIVE (5) TO SEVEN (7).~~

~~SUMMARY:~~

~~Shall the Charter be amended to increase the number of Council Members from five (5) to seven (7); to provide for the election of a Mayor and two (2) Council members, at large, and to provide for four (4) Council districts, elected also at large, but with required District residency.~~

~~Shall the above-described Charter Amendment be adopted?~~

~~For \_\_\_\_\_~~

~~Against \_\_\_\_\_~~

**SECTION 3.** The proposed amendments, the ballot titles and summaries of the proposed amendments to the Charter, as contained in this Ordinance, shall appear on the ballot in the form of questions as set forth in Section 2 of this Ordinance.

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

**SECTION 6. EFFECTIVE DATE OF ORDINANCE.** This Ordinance shall become effective immediately upon its passage and adoption.

**SECTION 7. EFFECTIVE DATE OF CHARTER AMENDMENTS.** The revised Charter provisions proposed for approval in this Ordinance shall become effective upon their approval following election of the electors of the City of Palm Coast in accordance with Section 166.031, Florida Statutes, and Section 10 of the City Charter. If the electors reject an amendment, the rejected amendment shall not take effect. The City Clerk is hereby directed, upon adoption of the revised Charter, to renumber the Charter to logically organize all Charter amendments, and to promptly file the revised Charter with the State of Florida, Department of State, as required by Section 166.031, Florida Statutes.

Approved on first reading this \_\_\_\_ day of \_\_\_\_\_, 2018.

Adopted on the second reading after due public notice and hearing this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
WILLIAM E. REISCHMANN, JR.

**Proposed City Charter Amendment 1:**

**TITLE:**

**~~CHARTER AMENDMENT TO UPDATE OUTDATED AND TO CLARIFY  
AMBIGUOUS CHARTER PROVISIONS.~~**

**SUMMARY:**

~~Shall the Charter be amended to delete obsolete sections, to replace the current legal boundary description with a general boundary statement, to establish Council salaries by resolution, and to revise requirements for consistency with state laws.~~

**TITLE:**

**CHARTER AMENDMENTS TO UPDATE OUTDATED AND TO  
CLARIFY AMBIGUOUS CHARTER PROVISIONS.**

**SUMMARY:**

Shall the Charter be amended (1) to delete obsolete sections remove outdated portions of the Charter, (2) to replace the current legal boundary description with a general boundary statement, to establish Council salaries by resolution, and (3) to revise requirements for consistency with state laws.

Shall the above-described Charter Amendment be adopted?

For

Against

**SEE EXHIBIT "A"**

## **Proposed City Charter Amendment 2:**

### **TITLE:**

**CHARTER AMENDMENT TO REVISE THE CHARTER REVIEW PROCESS TO INCLUDE AN ADVISORY CHARTER COMMITTEE.**

### **SUMMARY:**

Shall the Charter be amended to eliminate outdated language regarding an initial Charter review; to include an appointed Advisory Charter Review Committee in the Charter review process, and to require a Charter review at least once every ten (10) years.

### **PROPOSED NEW LANGUAGE**

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

- (a) Schedule.* The Charter shall be reviewed in accordance with the process outlined in Section 10(2)(b) no later than April 1, 2028 and, at a minimum, every 10 years thereafter.
- (b) Charter Review Committee.* For any Charter review, a five- member Charter Review Committee shall be appointed. ~~The Mayor and~~ Each council member shall appoint one Committee member, ~~and the Mayor shall appoint one member at large.~~ The Palm Coast City Council shall fund this committee. The Charter Review Committee shall be appointed at least one year before the next scheduled general election and complete its work and present any recommendations to the City Council no later than the April 1 before that next general election. The Palm Coast City Council shall hold a minimum of two public hearings on any proposed changes by the City Council or the Charter Review Committee to the Charter prior to determining whether to place any changes on the scheduled general election ballot.

### **EXISTING CHARTER LANGUAGE:**

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

- (b) Schedule.* The Charter shall be reviewed no sooner than 10 years after the creation of the City of Palm Coast on December 31, 1999, and thereafter it may be reviewed every 10 years.
- (b) Charter Review Committee.* A five-member Charter Review Committee shall be appointed. Each district council member shall appoint one member from his or her district, and the Mayor shall appoint one member at large. The Palm Coast City Council shall fund this committee. The Charter Review Committee shall be appointed at least one year before the next scheduled general election and complete its work and present any recommendations for change no later than 60 days before

the general election. The Palm Coast City Council shall hold a minimum of two public hearings on the proposed changes to the Charter prior to placing the proposed changes on the scheduled general election ballot.

### **Proposed City Charter Amendment 3:**

#### **TITLE:**

**CHARTER AMENDMENT TO REVISE THE PROCESS TO FILL A VACANCY IN THE OFFICE OF ~~THE MAYOR OR~~ OF A COUNCIL ~~SEAT~~MEMBER.**

#### **SUMMARY:**

Shall the Charter be amended to provide that ~~(1) a vacancy in the office of Mayor shall be filled by the Vice Mayor eliminating the need for a special election, and (2) that~~ a vacancy in the office of a council ~~seat~~ member be appointed within 90 days?

#### **Proposed New Language:**

(e) Filling of vacancies.

~~1. If, for any reason other than recall, a vacancy occurs in the office of Mayor, the Vice Mayor shall assume the position of Mayor. Such assumption shall last until the next regularly scheduled election, at which time, the office of the Mayor shall be declared open and an election held for the remaining two years of the original term or the regular four-year term depending on when said vacancy occurred.~~

2. If, for any reason other than recall or assuming the office of Mayor, a vacancy occurs in the office of any Council seat within the first two years of a term, the office shall be filled by appointment within ~~30~~ 90 days following the occurrence of such vacancy by majority vote of the remaining Council members. If said vacancy occurs within six (6) months of the next regularly scheduled election, the remaining Council members may delay the appointment. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the remaining two years of the original term, thus continuing the original staggering of district seats.

3. If, for any reason other than recall or assuming the office of Mayor, a vacancy occurs in the office of any Council seat within the last two years of a term, the office shall be filled by appointment within ~~30~~ 90 days following the occurrence of such vacancy by majority vote of the remaining Council members. If said vacancy occurs within six (6) months of the next regularly scheduled election, the remaining Council members may delay the appointment. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the regular four-year term.

**Existing Charter Language:**

- (e) Filling of vacancies.
1. If, for any reason other than recall, a vacancy occurs in the office of Mayor, the Vice Mayor shall assume the position of Mayor, and within 30 days following the occurrence of such vacancy, a Special Election shall be called as outlined in section 8(5)(b). The Special Election for Mayor shall be for the remainder of the unfilled term.
  2. If, for any reason other than recall, a vacancy occurs in the office of any Council seat within the first two years of a term, the office shall be filled by appointment within 30 days following the occurrence of such vacancy by majority vote of the remaining Council members. Such appointments shall last until the next regularly scheduled election, at this time the seat shall be declared open and an election held for the remaining two years of the original term, thus continuing the original staggering of district seats.
  3. If, for any reason other than recall, a vacancy occurs in the office of any Council seat within the last two years of a term, the office shall be filled by appointment within 30 days following the occurrence of such vacancy by majority vote of the remaining Council members. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the regular four-year term.
  4. If a vacancy occurs as a result of a Recall Petition, such vacancy will be filled by Special Election as outlined in section 8(5)(b).
  5. Any person appointed to fill a vacant seat on the Council is required to meet all the qualifications for office except the petition requirement.

**City Charter Amendment 4:**

**TITLE:**

**~~CHARTER AMENDMENT TO REVISE THE CHARTER INITIATIVE AND REFERENDUM PROCESS TO COMPLY WITH STATE LAW.~~**

**SUMMARY:**

~~Shall the Charter be amended to change the percentage of qualified electorate needed to initiate the referendum, initiative, and Charter amendment processes consistent with state law and to add a detailed process for the conduct of any such initiatives and referendums.~~

**Proposed New Language:**

~~(3) Initiative and referendum. At least 10 percent of the qualified electorate of the City shall have the power to petition the Council to propose an ordinance or to require reconsideration of an adopted ordinance, or to propose an amendment to this Charter. If the Council fails to adopt such ordinance or Charter amendment so proposed, or to repeal such adopted ordinance, without any change in substance, then the Council shall place the proposed ordinance or Charter amendment, or the repeal of the adopted ordinance, on the ballot at the next general election. The procedure for such initiative or referendum shall be as established by ordinance.~~

**Existing Charter Language:**

~~(3) Initiative and referendum. At least 25 percent of the qualified electorate of the City shall have the power to petition the Council to propose an ordinance or to require reconsideration of an adopted ordinance, or to propose an amendment to this Charter. If the Council fails to adopt such ordinance or amendment so proposed, or to repeal such adopted ordinance, without any change in substance, then the Council shall place the proposed ordinance or amendment, or the repeal of the adopted ordinance, on the ballot at the next general election.~~

**Proposed City Charter Amendment 5:**

**TITLE:**

~~CHARTER AMENDMENT TO INCREASE THE NUMBER OF COUNCIL MEMBERS FROM FIVE (5) TO SEVEN (7).~~

**SUMMARY:**

~~Shall the Charter be amended to increase the number of Council Members from five (5) to seven (7); to provide for the election of a Mayor and two (2) Council members, at large, and to provide for four (4) Council districts, elected also at large, but with required District residency.~~

**Proposed New Language:**

**Section 5. City Council.**

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

~~(a) — Composition.~~

- ~~1. There shall be a seven member City Council consisting of six Council members and a Mayor.~~
- ~~2. There shall be four districts within the City, the boundaries of which are as outlined in section 9(2). These districts shall be designated as District One, District Two, District Three and District Four. Candidates for these four District seats shall run from the district in which they live, but be elected at large; and, such Council members elected from each district shall be considered to hold Seat One, Seat Two, Seat Three, and Seat Four. The remaining two Council Members Seats Five and Six, shall be also elected at large and shall live within the City boundaries.~~
- ~~3. The Mayor shall live within the City boundaries. The Mayor shall run at large, and be elected at large.~~

~~Further, language will need to be added for transition from four to six Council seats (including 5(b), Qualifications for office; §10(4), Adjustments of Districts; and also, but not limited to, Section 10, Charter Review) to clarify this increase in Council seats.~~

**Existing Charter Language:**

~~Sec. 5. — City Council.~~

~~(1) — City Council; composition; qualifications for office.~~

~~(a) — Composition.~~

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

~~2. — There shall be four districts within the City, the boundaries of which are as outline in section 9(2). These districts shall be designated as District One, District Two, District Three, and District Four. Each of the four Council members shall run from the district in which they live, but be elected at large; and, the Council members elected from each district shall be considered to hold Seat One, Seat Two, Seat Three, and Seat Four.~~

~~3. The Mayor shall live within the City boundaries. The Mayor shall run at large, and be elected at large.~~

## EXHIBIT "A"

### CITY OF PALM COAST - CHARTER<sup>[1]</sup>

#### Footnotes:

~~---(1)---~~

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

~~Sec. 1.— Short title.~~

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

~~Sec. 2.— Legislative intent.~~

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

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

~~Sec. 3.— Incorporation of municipality.~~

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

#### **Article I. Municipal powers.**

~~The City of Palm Coast, hereinafter "City, shall be a body corporate and politic and shall have all the powers of a municipality under the Constitution and laws of the State of Florida, as fully and completely as though such powers were specifically enumerated in this Charter, unless otherwise prohibited by or contrary to the provisions of this Charter. The City shall have all governmental, corporate, and proprietary powers necessary to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes unless expressly prohibited by law. The powers of the City shall be liberally construed in favor of the City, and specific mention of particular powers in this Charter shall not be construed as limiting in any way the general power granted in this Article.~~

## Article II. Form of Government.

~~The City of Palm Coast shall operate under a Council-Manager form of government. The general duties of the Council (described in Art. \_\_\_\_ ) shall be to set policy; the general duties of the Manager (described in Art. \_\_\_\_ ) shall be to carry out those policies.~~

~~(2) The corporate boundaries of the City of Palm Coast, hereinafter referred to as "the City," shall be as described in section 9(1).~~

## ~~(3)~~ Article III. Corporate Limits.

~~The corporate limits of the City shall consist of the boundaries in the initial Charter of Palm Coast filed \_\_\_\_\_, 1999, in the Secretary of State's office, State of Florida, and, in addition thereto, all lands annexed by the City of Palm Coast, Florida, subsequent to \_\_\_\_\_, 19\_\_\_\_, and prior to the effective date of this Charter. All Ordinances of annexation of the City of Palm Coast heretofore adopted and as may be adopted subsequent to the effective date of this Charter are hereby incorporated herein and the lands described in such Ordinances, together with the boundaries of the City as previously described, are hereby extended to the corporate limits of the City of Palm Coast, Florida.~~

~~The City of Palm Coast shall operate under a Council-Manager form of government. The general duties of the Council (described in section 5) shall be to set policy; the general duties of the Manager (described in section 6) shall be to carry out those policies.~~

### ~~Sec. 4. Municipal powers.~~

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

### ~~Sec. 5.~~ Article IV.- City Council.

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

(a) Composition.

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

(b) Qualifications for office:

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

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

(2) *Terms of office.*

- (a) The term of office for each District Member shall be four years. ~~However, in order to provide for staggering of terms, the initial term of office for District Seats One and Three shall be four years, and that of District Seats Two and Four shall be two years. The initial term of office for the Mayor shall also be four years.~~
- (b) No Council member or Mayor may serve more than two successive four-year terms in the same seat.
- (c) Each Council member shall remain in office until his/her successor is elected and assumes the duties of the position at the first meeting of the new Council, which shall be held in accordance with City ordinance.

(3) *Powers and duties of Council.* Except as otherwise prescribed herein or provided by law, legislative and police powers of the City shall be vested in the Council. The Council shall provide for the exercise of its powers and for the performance of all duties and obligations imposed on the City by law.

(4) *Powers and duties of the Mayor.*

- (a) Powers. In addition to the regular powers invested in any other Council member, the Mayor shall: be recognized by the governor for purposes of military law; have the power to declare an emergency situation; have the power for service of process, and execution of contracts, deeds and other documents; have the power to represent the City in all agreements with other governmental entities or certifications to other governmental entities that the Council has approved.
- (b) Duties. In addition to the Mayor's regular duties, the Mayor shall: preside at meetings of the Council and be recognized as the head of City government for all ceremonial occasions. The Mayor shall have no administrative duties other than those necessary to accomplish these actions, or such other actions as may be authorized by the City Council, consistent with general or special law.

(5) *The Vice-Mayor: election and duties.*

- (a) Election. There shall be a Vice-Mayor elected annually by the Council from among the Council members. Such election shall take place at the first meeting after the general election, or at the organizational meeting during years when there is no election.
- (b) Duties. The Vice-Mayor shall have the same legislative powers and duties as any other Council member, except that the Vice-Mayor shall serve as Acting Mayor during the absence or disability of the Mayor, and during such period, shall have the same duties as provided for in ~~section 5(4) Art. \_\_\_\_~~. In the absence of the Mayor and Vice-Mayor, the remaining Council members shall select a Council member to serve as Acting Mayor.

(6) *Compensation and expenses.*

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

~~(1) — The Mayor of the City of Palm Coast, Florida shall receive the annual salary of \$11,400.00.~~

~~(2) — Reserved.~~

~~(3) — Each member of the City Council of the City of Palm Coast, Florida not serving as Mayor, shall receive the annual salary of \$9,600.00.~~

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

(7) *Vacancies; forfeiture of office; suspension; recall; filling of vacancies.*

- (a) Vacancies. A vacancy in the office of the Mayor or of a Council seat shall occur upon any of the following: upon the death of the incumbent; removal from office as authorized by law; resignation; appointment to other public office which creates dual office holding; judicially determined incompetence; or forfeiture of office as herein described.
- (b) Forfeiture of office. The Mayor or any other Council member shall forfeit his/her office upon determination by the Council, acting as a body, that he/she:
  - 1. Lacks at any time, or fails to maintain during his/her term of office, any qualification for the office prescribed by this Charter or otherwise required by law;
  - 2. Is convicted of a felony, or enters a plea of guilty or *nolo contendere* to a crime punishable as a felony, even if adjudication of guilt has been withheld;
  - 3. Is convicted of a first degree misdemeanor arising directly out of his/her official conduct or duties or enters a plea of guilty or *nolo contendere* thereto, even if adjudication of guilt has been withheld;
  - 4. Is found to have violated any standard of conduct or code of ethics established by law for public officials and has been suspended from office by the Governor, unless subsequently reinstated as provided by law; or
  - 5. Is absent from three consecutive regular Council meetings without being excused by the Council.
- (c) Suspension from office. The Mayor or any other Council member shall be suspended from office by the Council acting as a body upon return of an indictment or issuance of an information charging the Council member or Mayor with any crime which is punishable as a felony or with any crime arising out of his/her official conduct or duties which is punishable as a misdemeanor. Pursuant thereto:

1. During the period of suspension, the Mayor or the Council member shall not perform any official act, duty, or function, or receive any allowance, emolument, or privilege of office.
  2. If the Mayor or the Council member is subsequently found not guilty of the charge, or if the charge is otherwise dismissed or altered so that suspension would no longer be required as provided herein, the suspension shall be lifted by the Council, and the Council member or Mayor shall be entitled to receive full back allowances and such other emoluments or as he/she would have been entitled to had the suspension not occurred.
- (d) Recall. The electors of the City following the procedures for recall established by general law or ordinance may remove the Mayor or any member of the City Council from office.
- (e) Filling of vacancies.
1. If, for any reason other than recall, a vacancy occurs in the office of Mayor, the Vice Mayor shall assume the position of Mayor, and within 30 days following the occurrence of such vacancy, a Special Election shall be called as outlined in ~~section 8(5)(b) Art. \_\_\_\_\_~~. The Special Election for Mayor shall be for the remainder of the unfilled term.
  2. If, for any reason other than recall, a vacancy occurs in the office of any Council seat within the first two years of a term, the office shall be filled by appointment within 30 days following the occurrence of such vacancy by majority vote of the remaining Council members. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the remaining two years of the original term, thus continuing the original staggering of district seats.
  3. If, for any reason other than recall, a vacancy occurs in the office of any Council seat within the last two years of a term, the office shall be filled by appointment within 30 days following the occurrence of such vacancy by majority vote of the remaining Council members. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the regular four-year term.
  4. If a vacancy occurs as a result of a Recall Petition, such vacancy will be filled by Special Election as outlined in ~~section 8(5)(b) Art. \_\_\_\_\_~~.
  5. Any person appointed to fill a vacant seat on the Council is required to meet all the qualifications for office except the petition requirement.
- (8) *City Council meetings: organizational meeting; quorum; special meetings.* The Council shall meet regularly at least once a month, at such times and places as the Council may prescribe by ordinance. Such meetings shall be public meetings, and shall be subject to notice and other requirements of law applicable to public meetings. Pursuant thereto:
- (a) Organizational meeting. The first meeting following a general City election at which elected or re-elected Council members are inducted into office shall be held in accordance with City ordinance.
  - (b) Quorum. A majority of the Council, including the Mayor, shall constitute a quorum. No action of the Council shall be valid unless adopted by an affirmative vote of the majority of the Council members and Mayor in attendance, unless otherwise provided by law, ordinance, or stated herein. All actions of the City Council shall be by ordinance, resolution, or motion.
  - (c) Special meetings. Special meetings may be held at the call of the Mayor, or, in the absence of the Mayor, at the call of the Vice-Mayor. Special meetings may also be called upon the request of a majority of the Council members. The City Clerk shall provide not less than 24 hours prior notice of the meeting to the public, unless a declared emergency situation exists.
- (9) *City records.* The Council shall, in a properly indexed book kept for the purpose, provide for the authentication and recording in full of all minutes of meetings, and all ordinances and resolutions adopted by the Council, and the same shall at all times be a public record. In addition, the Council shall keep *verbatim* recordings of all meetings in accordance with state law. The Council shall further maintain a current codification of all ordinances. Such codification shall be printed and be

Commented [MK1]: NOTE: §§(e)(2)(3) subject to separate amendment ballot question

made available to the public on a continuing basis. All ordinances or resolutions of the Council shall be signed by the Mayor or in the Mayor's absence, by the Vice-Mayor, or in the absence of both, by the Acting Mayor, and attested to by the City Clerk.

- (10) *Limit of employment of Council members.* Neither Council members nor the Mayor shall be in the employment of the City while in office, nor shall any former Council member or former Mayor be employed by the City until after the expiration of one (1) year from the time of leaving office.
- (11) *Noninterference by City Council.* Except for the purpose of inquiry and information, the Council and its members, including committees thereof, are expressly prohibited from interfering with the performance of the duties of any City employee who is under the direct or indirect supervision of the City Manager or City Attorney. Such action shall be malfeasance within the meaning of Florida Statutes.

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

~~Sec. 6-~~Art. V.- Charter officers.

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

- (1) Designated Charter Officers: appointment; removal; compensation; filling of vacancies; candidate for City office.
  - (a) Appointment. The Charter Officers shall be appointed by a majority vote of the full Council and shall serve at the pleasure of the Council.
  - (b) Removal. The Charter Officers shall be removed from office only by a majority vote of the full Council. If the vote is less than unanimous, the Charter Officer may, within seven days of the dismissal motion by the Council, submit to the Mayor a written request for reconsideration. Any action taken by the Council at the reconsideration hearing shall be final.
  - (c) Compensation. The compensation of the Charter Officers shall be fixed by the City Council.
  - (d) Filling of Vacancy. The City Council shall begin the process to fill a vacancy in the Charter Office of the City Manager or City Attorney within 90 days of the vacancy. An Acting City Manager or Acting City Attorney may be appointed by the Council during a vacancy in office.
  - (e) Candidate for City Office. No Charter Officer shall be a candidate for any elected office while holding his/her Charter Office position.
- (2) City Manager: qualifications; residency; powers and duties. The City Manager shall be the chief Administrative Officer of the City.
  - (a) Qualifications. The City Manager shall be selected on the basis of experience, expertise, and management ability as it pertains to running municipal government.
  - (b) Residency. Although the City Manager need not be a resident of the City at the time of appointment, within six (6) months of such appointment, he/she shall establish and maintain residency within the corporate limits of the City. Upon request of the City Manager, this 6-month period may be extended by the City Council for an additional 6-month period.
  - (c) Power and Duties. The City Manager shall:
    1. Attend all meetings of the City Council.
    2. Draw and sign vouchers upon depositories, and keep, or cause to be kept, a true and accurate account of same. Such vouchers shall be counter signed by the Mayor or by

the Vice-Mayor in the event the office of Mayor is vacant. If both the Mayor and Vice Mayor offices are vacant, the Acting Mayor shall countersign such vouchers.

3. Be responsible for: signature and issuance of all licenses issued by the City; issuance of receipts for all moneys paid to the City; and deposit of said moneys in the proper depositories on the first banking day after receipt.
  4. Provide administrative services as required by the Mayor and the Council.
  5. Appoint a City Clerk to serve at his/her pleasure.
  6. Appoint and suspend or remove any employee of the City. The City Manager may authorize any administrative officer who is subject to his/her direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency within the guidelines of stated personnel policies and procedures.
  7. Direct and supervise the administration of all departments, offices, and agencies of the City, except as otherwise provided by this Charter or by law.
  8. See that all laws, provisions of this Charter, and acts of the Council are faithfully executed.
  9. Prepare and submit annually a balanced budget, budget message, and capital program to the Council.
  10. Keep the Council fully advised as to the financial condition and future needs of the City and make such recommendations to the Council concerning the affairs of the City.
  11. Submit to the Council, and make available to the public, a complete report on finances and administrative activities of the City as of the end of each fiscal year.
  12. Sign contracts on behalf of the City to the extent authorized by the Council.
  13. Perform other such duties as are specified in this Charter or as may be directed by the Council.
- (3) City Attorney: qualifications; residency; powers and duties. The City Attorney shall be the chief legal officer of the City. The City Attorney may either be retained in-house, or be retained part-time under contract.
- (a) Qualifications. The City Attorney shall be a member in good standing of the Florida Bar.
  - (b) Residency. If retained in-house, the City Attorney shall, within six (6) months of such appointment, establish and maintain residency within the corporate limits of the City. Upon request of the City Attorney, this 6-month period may be extended by the City Council for an additional 6-month period. If City Attorney services are contracted, such attorney need not be a resident of the City.
  - (c) Powers and Duties. The City Attorney shall:
    1. Serve as chief legal advisor to the City Council, the City Manager, and all City departments, offices, City advisory boards, and agencies.
    2. If in-house; appoint, suspend or remove such assistant attorneys as may be required. If City Attorney services are contracted, the City Manager shall appoint, suspend or remove any in-house assistant attorneys as may be required. The remainder of the staff of the Office of City Attorney shall be employees of the City, appointed, suspended, or removed under the regular personnel policies and procedures of the City.
    3. The City Attorney or designee shall attend all City Council meetings unless excused by the City Council, and shall perform such professional duties as may be required by law or by the Council in furtherance of the law.

4. The City Attorney shall prepare an annual budget for the operation of the Office of the City Attorney and shall submit this budget to the City Manager for inclusion in the annual City budget, in accordance with uniform City procedures.

~~Sec. 7~~Art. VI. - Budget and appropriations.

- (1) *Fiscal year.* The City fiscal year shall begin on October 1 of each year and end on September 30 of the succeeding year.
- (2) *Budget adoption.* The Council shall by resolution adopt a budget on or before the 30th day of September of each year. A resolution adopting the annual budget shall constitute appropriation of the amounts specified therein as expenditures from funds indicated.
- (3) *Appropriation amendments during the fiscal year:* Supplemental appropriations; reduction of appropriations; transfer of appropriations; limitations; effective date; limitations to Council's contracting authority.
  - (a) Supplemental appropriations. If, during the fiscal year, revenues in excess of those estimated in the budget are available for appropriation, the Council may, by resolution, make supplemental appropriations for the year in an amount not to exceed such excess.
  - (b) Reduction of appropriations. If, at any time during the fiscal year, it appears probable to the City Manager that the revenues available will be insufficient to meet the amount appropriated, the City Manager shall report same to the Council without delay, indicating the estimated amount of the deficit, any remedial action to be taken, and recommendations as to any other steps that should be taken. The Council shall then take such further action as it deems necessary to prevent any deficit and, for that purpose, the Council may by resolution reduce one or more appropriations accordingly.
  - (c) Transfer of appropriations. At any time during the fiscal year, the City Manager may transfer all or part of any unencumbered appropriation balance within a department, office, or agency of the City to other programs within the same department, office or agency. And, upon written request of the City Manager, the Council may transfer part or all of any unencumbered appropriation balance from one department, office, or agency to another.
  - (d) Limitations: Effective date. No appropriation for debt service may be reduced or transferred, no appropriation may be reduced below any amount required by law to be appropriated, and no appropriation may be reduced by more than the amount of the unencumbered balance thereof. Other provisions of law to the contrary notwithstanding, the supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.
  - (e) Limitations to Council's Contracting Authority. Unless authorized by the electors of the City at a duly held referendum election, the Council shall not enter into lease purchase contracts or any other unfunded multiyear contracts, the repayment of which: extends in excess of 36 months; or exceeds \$15,000,000.00.

~~Sec. 8~~Art. VII. - Elections.

- (1) *Electors.* Any person who is a resident of the City, who has qualified as an elector of this state, and who registers in the manner prescribed by law shall be an elector of the City.
- (2) *Nonpartisan elections.* All elections for City elective office shall be conducted on a nonpartisan basis without any designation of political party affiliation.
- (3) *Qualifying for office.* Any person who wishes to become a candidate for a City elective office shall qualify with the City Clerk concurrent with Flagler County's qualifying period as established by state law. In addition, candidates shall qualify as provided in paragraph (1)(b) of ~~section 5~~ Article V.
- (4) *Schedule of regular elections and primaries:* The regular City election shall be the first Tuesday after the first Monday in November of each even-numbered year. Such City elections shall be general City

elections. If there are more than two candidates who qualify for any office, a primary City election shall be held at the time of the State and Federal Primary Elections.

- (a) An election to fill a vacant council seat, as outlined in paragraph (7)(e) of ~~section 5~~ Article V, when there is more than half of the term remaining shall be held during the next regularly scheduled election. Such election shall be for the remaining 2 years of the original term.
  - (b) An election to fill a vacant council seat, as outlined in paragraph (7)(e) of ~~section 5~~ Article V, when there is less than half of the term remaining shall be filled at the next regularly scheduled election. Such election shall be for a 4-year term.
- (5) *Schedule for special elections.*
- (a) A special election for a vacant position of Mayor, as outlined in paragraph (7)(e) of ~~section 5~~ Article V, shall be called within 30 days, and the City Council shall, by resolution, fix the time for holding of such election. Such special election for Mayor shall be for the remainder of the vacant term.
  - (b) All other special municipal elections shall be held in the same manner as regular elections, and the City Council shall, by resolution, fix the time for holding of such elections.
- (6) *Determination of election to office.*
- (a) If only one candidate qualifies for an office, that candidate shall be deemed to be elected and shall not be placed on either the general or the primary ballot.
  - (b) If a primary City election is held and any candidate for an office receives a majority of the votes cast in the primary election for the office, he or she shall be deemed to be elected to the office and the office shall not be subject to an election at the regular City election.
  - (c) If no single candidate for an office receives a majority of the votes cast in the City primary election for that office, the two candidates for the office receiving the highest vote in the primary City election shall run again in the regular City election. Further:
    - 1. In any primary election in which there is a tie for first place, the name of each such candidate shall be placed on the City's general election ballot.
    - 2. In any primary election in which there is a tie for second place and the candidate placing first did not receive a majority of the votes cast for such office, the name of the candidate placing first and the name of each candidate tying for second shall be placed on the City's general election ballot.
  - (d) The candidate receiving the highest number of votes cast for the office in the City's general election shall be elected to such office. If the vote at the general City election results in a tie, the outcome shall be determined by lot as follows:
    - 1. At the first regularly scheduled council meeting after the election, the Supervisor of Elections of Flagler County shall toss a coin. In alphabetic order, the two candidates shall call the coin.
    - 2. The candidate whose call matches the coin toss shall be declared the winner.
- (7) *City Canvassing Board.* For purposes of certifying absentee ballots and election results, the City Clerk and a representative from the City designated by the Council shall be known as the Canvassing Board. At the close of the polls of any City election, the Canvassing Board shall ensure that the absentee ballots are delivered to the Flagler County Supervisor of Elections, and shall meet at the County election headquarters and proceed to certify the ballots and open them in the presence of a representative of the Supervisor of Elections' office. In addition, after final election results are certified by the Flagler County Supervisor of Elections, the Canvassing Board shall immediately report the results back to a meeting of the City Council held for the purpose of final certification and filing with the City Clerk as required by law.

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

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

~~Sec. 9.— Land description~~ **Art. VIII, City Council District Boundaries.**

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

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

~~FROM A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF THE PLAT LAKEVIEW SECTION-37, MAP BOOK 13, PAGES 1 THROUGH 29, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE DEPARTING SAID PLAT SECTION-37 NORTH 64°44'58" EAST FOR A DISTANCE OF 150.00 FEET TO A POINT ON THE CENTERLINE OF INTERSTATE-95, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 25°15'02" EAST ALONG SAID CENTERLINE OF INTERSTATE-95 FOR A DISTANCE OF 4,119.38 FEET; THENCE DEPARTING SAID CENTERLINE RUN NORTH 64°44'58" EAST FOR A DISTANCE OF 150.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE-95; THENCE NORTH 64°44'58" EAST FOR A DISTANCE OF 10.00 FEET; THENCE NORTH 54°15'30" EAST ALONG THE SOUTH LINE OF LANDS OWNED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT FOR A DISTANCE OF 3,551.92 FEET TO A POINT IN THE CENTER OF OLD KINGS ROAD; THENCE NORTHERLY 90.35 FEET ALONG SAID CENTER OF OLD KINGS ROAD TO A POINT BEING THE NORTH RIGHT-OF-WAY LINE OF DAVIS GRADE (100'R/W) EXTENDED WESTERLY TO THE CENTER OF OLD KINGS ROAD; THENCE DEPARTING OLD KINGS ROAD RUN NORTH 54°15'30" EAST FOR A DISTANCE OF 300.77 FEET; THENCE NORTH 31°37'53" WEST ALONG THE EAST BOUNDARY OF SAID LAND RECORDED IN ORB 545, 1611 THROUGH 1628, FOR A DISTANCE OF 2,508.47 FEET TO A POINT ON THE NORTH LINE OF GOVERNMENT SECTION 23; THENCE NORTH 89°19'08" EAST ALONG SAID NORTH LINE OF SECTION 23 FOR A DISTANCE OF 217.42 FEET TO THE NORTH QUARTER (¼) CORNER OF SECTION 23; THENCE NORTH 88°41'48" EAST ALONG SAID NORTH LINE OF SECTION 23 FOR A DISTANCE OF 2,632.59 FEET TO THE NORTHEAST CORNER OF GOVERNMENT SECTION 23; THENCE NORTH 89°24'05" EAST ALONG THE NORTH LINE OF SECTION 24 FOR A DISTANCE OF 795.81 FEET TO A POINT ON THE WEST LINE OF SECTION 40, TOWNSHIP 10 SOUTH, RANGE 30 EAST; THENCE DEPARTING THE NORTH LINE OF SECTION 24 RUN SOUTH 18°44'41" EAST ALONG SAID WEST LINE OF SECTION 40 FOR A DISTANCE OF 554.49 FEET TO A POINT ON THE SOUTH LINE OF THE DAVIS GRADE BEING COMMON WITH THE NORTHERLY BOUNDARY OF A PARCEL RECORDED IN OFFICIAL RECORDS BOOK 676, PAGE 995, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID SECTION 40 SOUTH 54°15'30" WEST ALONG SAID SOUTHERLY LINE OF DAVIS GRADE FOR A DISTANCE OF 727.58 FEET; THENCE DEPARTING THE DAVIS GRADE RUN SOUTH 35°44'30" EAST ALONG THE WEST LINE OF LAND RECORDED IN OFFICIAL RECORDS BOOK 676, PAGE 995, FOR A DISTANCE OF 2,102.83 FEET; THENCE SOUTH 23°53'57" EAST FOR A DISTANCE OF 4,802.69 FEET TO A POINT ON THE NORTHERLY LINE OF PARCEL 620, RECORDED IN OFFICIAL RECORDS BOOK 553, PAGES 1539 THROUGH 1840, SAID POINT BEING ON A CURVE (CONCAVE SOUTHERLY); THENCE SOUTHEASTERLY 886.29 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (CONCAVE SOUTHWESTERLY), HAVING A CENTRAL ANGLE OF 84°46'31", A~~

~~RADIUS OF 599.00 FEET, A CHORD BEARING OF SOUTH 62°52'29" EAST AND A CHORD DISTANCE OF 807.62 FEET TO A POINT OF TANGENCY; THENCE SOUTH 20°29'13" EAST FOR A DISTANCE OF 1,810.00 FEET TO THE NORTHEAST CORNER OF THE PLAT OF PALM COAST SECTION 10 AS RECORDED IN MAP BOOK 6, PAGES 43 THROUGH 53; THENCE CONTINUE SOUTH 20°29'13" EAST ALONG THE EAST LINE OF SAID PALM COAST SECTION 10 FOR A DISTANCE OF 547.21 FEET TO THE NORTHWEST CORNER OF THE PLAT OF PALM COAST SECTION 16, MAP BOOK 6, PAGES 81 THROUGH 86 (MAP REFERENCE POINT "A"); THENCE EASTERLY ALONG THE NORTHERLY BOUNDARY OF SECTION 16, 1,899 FEET, MORE OR LESS, TO A POINT BEING A PERMANENT REFERENCE MONUMENT AS SHOWN ON SAID PLAT OF PALM COAST SECTION 16 AT LOT 50, BLOCK 11; THENCE DEPARTING SAID PLAT OF PALM COAST SECTION 16 AND RUN NORTH 72°34'30" EAST FOR A DISTANCE OF 1,996.35 FEET, MORE OR LESS, TO A POINT ON THE NORTHWEST CORNER OF THE PLAT OF PALM COAST SECTION 15, MAP BOOK 6, PAGES 68 THROUGH 72; THENCE NORTH 25°53'57" EAST FOR A DISTANCE OF 940.00 FEET; THENCE SOUTH 64°06'03" EAST FOR A DISTANCE OF 1,505.47 FEET; THENCE NORTH 70°54'21" EAST FOR A DISTANCE OF 926.73 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID PLAT OF PALM COAST SECTION 15; THENCE RUN EASTERLY ALONG THE NORTH BOUNDARY OF COCHISE WATERWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 664, PAGES 1222 THROUGH 1232 RUNNING ALONG THE FOLLOWING COURSES: THENCE NORTH 70°53'57" EAST FOR A DISTANCE OF 97.43 FEET, THENCE NORTH 64°00'00" EAST FOR A DISTANCE OF 208.12 FEET, THENCE NORTH 70°53'57" EAST FOR A DISTANCE OF 502.35 FEET, THENCE NORTH 17°52'27" WEST FOR A DISTANCE OF 10.00 FEET, THENCE NORTH 35°53'57" EAST FOR A DISTANCE OF 216.53 FEET TO THE NORTHEAST CORNER OF THE DESCRIBED COCHISE WATERWAY PARCEL; THENCE NORTH 72°07'33" EAST FOR A DISTANCE OF 160 FEET, MORE OR LESS, TO THE CENTER OF CHANNEL OF THE INTRACOASTAL WATERWAY; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID CHANNEL, FOR A DISTANCE OF 30,782 FEET, MORE OR LESS, TO THE INTERSECTION POINT OF SAID CENTERLINE OF CHANNEL WITH THE WESTERLY BOUNDARY LINE OF A FLAGLER COUNTY PARK RECORDED IN OFFICIAL RECORDS BOOK 455, PAGES 769 AND 770, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, (LOCAL NAME -- SOUTH PARK) EXTENDED NORTHERLY TO THE CENTERLINE OF SAID CHANNEL, SAID INTERSECTION POINT LYING WITHIN GOVERNMENT SECTION 22, TOWNSHIP 11 SOUTH, RANGE 31 EAST; THENCE DEPARTING SAID CENTERLINE OF CHANNEL OF THE INTRACOASTAL WATERWAY RUN SOUTHERLY 1,238 FEET, MORE OR LESS, ALONG THE WEST LINE OF SAID PARK BOUNDARY TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE ENTRANCE ROAD TO SAID PARK (SOUTH PARK ROAD), RECORDED IN OFFICIAL RECORDS BOOK 581, PAGES 1512 THROUGH 1514; THENCE WESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH PARK ROAD AND CROSSING OVER COLBERT LANE ALONG THE EXTENSION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH PARK ROAD, FOR A DISTANCE OF 6,152 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY BOUNDARY OF LANDS OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("GRAHAM SWAMP PROPERTY"), RECORDED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221 AND BOOK 582, PAGES 1562 THROUGH 1581, BEING ALSO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COLBERT LANE (MAP REFERENCE POINT "B"); THENCE NORTHERLY ALONG THE EASTERLY BOUNDARY OF SAID GRAHAM SWAMP PROPERTY FOR, 7,684 FEET, MORE OR LESS, TO THE BOUNDARY LINE OF THE 44 ACRE FLAGLER COUNTY PARK PROPERTY AS RECORDED IN OFFICIAL RECORDS BOOK 473, PAGES 1961 THROUGH 1962; THENCE EASTERLY, SOUTHERLY AND NORTHERLY ALONG SAID PARK PROPERTY BOUNDARY (SO AS TO EXCLUDE SAID PARK PROPERTY FROM THIS DESCRIPTION), FOR A DISTANCE OF 9,408 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY OF SAID GRAHAM SWAMP PROPERTY; THENCE NORTHERLY ALONG THE EASTERLY BOUNDARY OF SAID GRAHAM SWAMP PROPERTY, FOR A DISTANCE OF 2,479 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID GRAHAM SWAMP PROPERTY; THENCE RUN NORTHERLY ALONG THE EASTERLY BOUNDARY OF THE PALM COAST COMMUNITY SERVICE CORPORATION'S PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 664, PAGES 1222 THROUGH 1232 RUNNING ALONG THE FOLLOWING COURSES: NORTH 23°57'25" WEST FOR A DISTANCE OF~~

~~3.10 FEET, THENCE NORTH 89°53'38" WEST FOR A DISTANCE OF 77.37 FEET, THENCE NORTH 10°18'17" WEST FOR A DISTANCE OF 32.52 FEET, NORTH 05°07'41" EAST 92.37 FEET, THENCE NORTH 05°07'41" EAST FOR A DISTANCE OF 253.49 FEET, THENCE NORTH 03°38'35" EAST FOR A DISTANCE OF 406.08 FEET, THENCE NORTH 10°52'52" WEST 1,119.30 FEET, THENCE NORTH 19°36'48" WEST FOR A DISTANCE OF 573.41 FEET, MORE OR LESS, TO ITS INTERSECTION WITH WEST BOUNDARY OF A 3.50-FOOT WIDE STRIP OF LAND FOR ADDITIONAL RIGHT-OF-WAY OF COLBERT LANE, SAID STRIP OF LAND RECORDED IN OFFICIAL RECORDS BOOK 591, PAGES 762 THROUGH 765; THENCE NORTHERLY ALONG SAID COLBERT LANE RIGHT-OF-WAY, RUNNING ALONG THE WEST LINE OF SAID RIGHT-OF-WAY AND RETENTION AREAS AND PARCELS DEEDED TO FLAGLER COUNTY WHICH ARE APPURTENANT TO COLBERT LANE FOR A DISTANCE OF 1,898 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 553, PAGE 1802 (ALSO KNOWN AS PALM COAST HOLDINGS PARCEL NUMBER 533); THENCE RUN SOUTHERLY AND WESTERLY AND NORTHERLY ALONG THE BOUNDARY OF SAID PARCEL 533, FOR A DISTANCE OF 4,955 FEET TO ITS INTERSECTION WITH THE SOUTHERLY BOUNDARY OF RETENTION POND "L" SERVING COLBERT LANE RIGHT-OF-WAY; THENCE WESTERLY AND NORTHERLY ALONG RETENTION POND "L" TO THE SOUTHERLY BOUNDARY OF A 3.50-FOOT WIDE STRIP OF LAND FOR ADDITIONAL RIGHT-OF-WAY OF COLBERT LANE, SAID STRIP OF LAND RECORDED IN OFFICIAL RECORDS BOOK 591, PAGES 762 THROUGH 765; THENCE WESTERLY ALONG SAID RIGHT-OF-WAY, FOR A DISTANCE OF 742 FEET, MORE OR LESS, TO THE INTERSECTION OF PALM COAST HOLDINGS PARCEL NUMBER 505 AS DESCRIBED IN OFFICIAL RECORDS BOOK 553, PAGE 1781; THENCE DEPARTING COLBERT LANE RUN SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID PARCEL NO. 505, FOR A DISTANCE OF 3,159.0 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 65°24'14" WEST FOR A DISTANCE OF 164.04 FEET; THENCE DEPARTING SAID PARCEL 505 RUN SOUTH 00°05'59" EAST FOR A DISTANCE OF 327.26 FEET; THENCE NORTH 89°53'38" WEST FOR A DISTANCE OF 889.47 FEET; THENCE SOUTH 31°07'01" WEST FOR A DISTANCE OF 1,485.39 FEET; THENCE SOUTH 16°28'04" WEST FOR A DISTANCE OF 397.93 FEET; THENCE SOUTH 64°41'17" WEST FOR A DISTANCE OF 710.73 FEET TO A POINT ON THE EAST LINE OF GOVERNMENT SECTION 50, TOWNSHIP 11 SOUTH, RANGE 31 EAST, BEING ALSO A POINT ON THE BOUNDARY OF SAID GRAHAM SWAMP PROPERTY AS RECORDED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221; THENCE NORTHERLY AND WESTERLY ALONG THE BOUNDARY OF SAID GRAHAM SWAMP PROPERTY AS RECORDED IN OFFICIAL RECORDS BOOK 546, PAGE 1197 THROUGH 1221 FOR A DISTANCE OF 7,911 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD RECORDED IN OFFICIAL RECORDS BOOK 596, PAGES 712 THROUGH 715 (MAP REFERENCE POINT "C"); THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY OF OLD KINGS ROAD, BEING ALSO THE BOUNDARY OF THE GRAHAM SWAMP PROPERTY, FOR A DISTANCE OF 2,890 FEET, MORE OR LESS; THENCE DEPARTING OLD KINGS ROAD, RUN EASTERLY AND SOUTHERLY ALONG THE BOUNDARY OF SAID GRAHAM SWAMP PROPERTY FOR A DISTANCE OF 20,183.00 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY BOUNDARY LINE OF A 60' WIDE STRIP OF LAND FOR THE LEHIGH RAILROAD SPUR; THENCE NORTH 89°15'49" EAST ALONG SAID NORTHERLY LINE OF THE LEHIGH RAILROAD SPUR, FOR A DISTANCE OF 479.85 FEET; THENCE DEPARTING SAID NORTHERLY LINE RUN SOUTH 00°44'11" EAST FOR A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID RAILROAD SPUR LAND; THENCE DEPARTING THE LEHIGH RAILROAD SPUR RUN SOUTH 20°54'58" EAST ALONG THE EASTERLY BOUNDARY LINE OF LAND RECORDED IN OFFICIAL RECORDS BOOK 551, PAGES 598 THROUGH 602 AND OFFICIAL RECORDS BOOK 554, PAGES 1292 THROUGH 1297, FOR A DISTANCE OF 2,024.75 FEET; THENCE NORTH 89°15'47" EAST ALONG THE NORTHERLY BOUNDARY LINE OF LAND RECORDED IN OFFICIAL RECORDS BOOK 552, PAGE 1273, FOR A DISTANCE OF 2,114.34 FEET TO A POINT ON THE BOUNDARY OF SAID GRAHAM SWAMP PROPERTY AS RECORDED IN OFFICIAL RECORDS BOOK 546 PAGES 1197 THROUGH 1221; THENCE NORTHERLY, EASTERLY AND SOUTHERLY ALONG THE SOUTHERLY BOUNDARY OF SAID GRAHAM SWAMP PROPERTY AS RECORDED IN OFFICIAL RECORDS BOOK 546, PAGE 1197 THROUGH 1221, FOR A DISTANCE OF 9,028 FEET, MORE~~

~~OR LESS, TO THE EASTERLY BOUNDARY OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 861, PAGE 1536 THROUGH 1540; THENCE NORTHERLY AND EASTERLY ALONG THE BOUNDARY OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 861, PAGES 1536 THROUGH 1540, FOR A DISTANCE OF 1,423 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF A 15.00 FEET WIDE PUBLIC BIKE PATH RIGHT-OF-WAY KNOWN AS PARCEL B, RECORDED IN OFFICIAL RECORDS BOOK 591, PAGES 773 THROUGH 787; THENCE SOUTHERLY ALONG SAID BIKE PATH WESTERLY LINE, ALSO BEING 15.00 FEET WEST OF, AND PARALLEL WITH, THE WESTERLY RIGHT-OF-WAY LINE OF SAID COLBERT LANE, FOR A DISTANCE OF 4,365 FEET, MORE OR LESS; THENCE DEPARTING SAID WESTERLY BIKE PATH RIGHT-OF-WAY LINE RUN SOUTH 89°29'02" EAST FOR A DISTANCE OF 215.28 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID COLBERT LANE; THENCE CONTINUING SOUTH 89°29'02" EAST FOR A DISTANCE OF 1,237.83 FEET, MORE OR LESS, TO THE EAST LINE OF THE NORTHWEST QUARTER (¼) OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST; THENCE SOUTH 01°40'06" EAST ALONG SAID QUARTER (¼) SECTION LINE OF SECTION 11, FOR A DISTANCE OF 1,161.58 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 (200'R/W); THENCE DEPARTING SAID EAST LINE OF SAID NORTHWEST QUARTER (¼) OF SECTION 11, RUN NORTH 89°29'03" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 (200'R/W) FOR A DISTANCE OF 2,630.29 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE OF SAID STATE ROAD 100, RUN NORTH 01°23'05" WEST ALONG SAID WEST LINE OF SECTION 11, FOR A DISTANCE OF 1,352.00 FEET, MORE OR LESS, THENCE DEPARTING SAID WEST LINE OF SECTION 11, RUN SOUTH 89°37'15" WEST ALONG THE NORTH BOUNDARY OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 961, PAGES 1149 THROUGH 1151, FOR A DISTANCE OF 1,640.61 FEET, MORE OR LESS, TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 01°23'05" EAST ALONG THE WEST LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 961, PAGES 1149 THROUGH 1151, FOR A DISTANCE OF 1,352 FEET, MORE OR LESS, TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 (200'R/W); THENCE SOUTH 87°48'45" WEST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 3,201.14 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE RUN SOUTH 02°11'15" EAST CROSSING STATE ROAD 100 AND ALONG THE WEST BOUNDARY LINE OF THE FLAGLER COUNTY SHELL PIT PARCEL FOR A DISTANCE OF 1,400 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID SHELL PIT PARCEL AND THE NORTH LINE OF A PARCEL RECORDED IN OFFICIAL RECORD BOOK 525, PAGES 995 THROUGH 1000 (CORRECTIVE DEED RECORDED IN OFFICIAL RECORD BOOK 1716, PAGES 145 THROUGH 156) OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA (MAP REFERENCE POINT "D"); THENCE EASTERLY AND SOUTHERLY ALONG THE BOUNDARY OF SAID PROPERTY FOR A DISTANCE OF 12,324 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY BOUNDARY OF A PARCEL RECORDED IN DEED BOOK 26, PAGES 558 THROUGH 569 OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTH 69°18'26" WEST ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL, FOR A DISTANCE OF 1,416.84 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD (A 100-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 73502-2601; THENCE CROSSING OLD KINGS ROAD CONTINUE SOUTH 69°18'26" WEST 100.68 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF OLD KINGS ROAD; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF OLD KINGS ROAD SOUTH 26°39'38" EAST FOR A DISTANCE OF 137.03 FEET TO A POINT ON THE SOUTHERLY LINE OF A PARCEL RECORDED IN OFFICIAL RECORD BOOK 1325, PAGES 1958 THROUGH 1960 OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL, FOR A DISTANCE OF 2,804 FEET, MORE OR LESS TO A POINT BEING PARALLEL WITH AND 100 FEET EASTERLY OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE-95; THENCE NORTHERLY ALONG SAID PARALLEL LINE 3,052 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY BOUNDARY OF A FLORIDA DEPARTMENT OF TRANSPORTATION RETENTION POND; THENCE ALONG SAID RETENTION POND BOUNDARY THE FOLLOWING THREE COURSES (SO AS TO EXCLUDE SAID RETENTION~~

~~POND FROM THIS DESCRIPTION): NORTH 71°40'02" EAST, FOR A DISTANCE OF 250.00 FEET TO A POINT ON A LINE BEING PARALLEL WITH AND 350 FEET EASTERLY OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE-95; THENCE ALONG SAID PARALLEL LINE NORTH 18°19'58" WEST FOR A DISTANCE OF 700.00 FEET; THENCE DEPARTING SAID PARALLEL LINE SOUTH 71°40'02" WEST, FOR A DISTANCE OF 250.00 FEET TO A POINT ON A LINE BEING PARALLEL WITH AND 100 FEET EASTERLY OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE-95; THENCE DEPARTING SAID RETENTION POND BOUNDARY AND NORTHERLY ALONG SAID PARALLEL LINE FOR A DISTANCE OF 658 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY LINE OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORD BOOK 563, PAGES 502 THROUGH 507 OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE EASTERLY AND NORTHERLY ALONG SAID PARCEL OF LAND RECORDED IN OFFICIAL RECORD BOOK 563, PAGES 502 THROUGH 507, FOR A DISTANCE OF 2,732 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF OLD KINGS ROAD (A 100-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 73502-2601; THENCE NORTHERLY ALONG SAID A PARCEL OF LAND RECORDED IN OFFICIAL RECORD BOOK 563, PAGES 502 THROUGH 507 AND SAID WEST RIGHT-OF-WAY LINE OF OLD KINGS ROAD, FOR A DISTANCE OF 737 FEET, MORE OR LESS; THENCE DEPARTING SAID PARCEL AND WEST RIGHT-OF-WAY OF OLD KINGS ROAD, AND ALONG THE SOUTHERLY LINE OF THE IROQUOIS WATERWAY AND NORTHERLY LINE OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORD BOOK 456, PAGES 1583 THROUGH 1587, OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA, FOR A DISTANCE OF 2,653 FEET TO THE EAST RIGHT-OF-WAY LINE OF INTERSTATE-95, THENCE DEPARTING THE NORTHERLY LINE OF SAID PARCEL, NORTH 18°19'58" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF INTERSTATE-95, FOR A DISTANCE OF 156.43 FEET TO A POINT ON THE NORTHERLY LINE OF THE IROQUOIS WATERWAY AND THE SOUTHERLY LINE OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORD BOOK 563, PAGES 502 THROUGH 507, OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY LINE OF THE IROQUOIS WATERWAY AND THE SOUTHERLY LINE OF SAID, FOR A DISTANCE OF 2,732 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF OLD KINGS ROAD (A 100-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 73502-2601; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE OF OLD KINGS ROAD FOR A DISTANCE OF 3,175 FEET, MORE OR LESS TO A POINT ON THE NORTH BOUNDARY OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORD BOOK 92, PAGES 406 THROUGH 408, OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA (FLAGLER COUNTY DUMP SITE); THENCE LEAVING SAID WEST RIGHT-OF-WAY OF OLD KINGS ROAD, AND ALONG THE NORTH AND WEST BOUNDARIES OF SAID PARCEL OF LAND (FLAGLER COUNTY DUMP SITE), THE FOLLOWING TWO COURSES: SOUTH 89°11'32" WEST FOR A DISTANCE OF 525.65 FEET, THENCE SOUTH 01°14'57" EAST FOR A DISTANCE OF 2,453.21 FEET TO A POINT ON THE NORTH LINE OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORD BOOK 456, PAGES 1583 THROUGH 1587, OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING THE WEST BOUNDARY OF SAID PARCEL OF LAND (FLAGLER COUNTY DUMP SITE) AND ALONG THE NORTH LINE OF SAID PARCEL OF LAND RECORDED IN OFFICIAL RECORD BOOK 456, PAGES 1583 THROUGH 1587, SOUTH 89°11'32" WEST FOR A DISTANCE OF 706.26 FEET TO A POINT PARALLEL WITH AND 100 FEET EASTERLY OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE-95; THENCE NORTHERLY ALONG SAID PARALLEL LINE 1,321 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY BOUNDARY OF A FLORIDA DEPARTMENT OF TRANSPORTATION RETENTION POND; THENCE ALONG SAID RETENTION POND BOUNDARY THE FOLLOWING THREE COURSES (SO AS TO EXCLUDE SAID RETENTION POND FROM THIS DESCRIPTION): NORTH 71°40'02" EAST, FOR A DISTANCE OF 420.00 FEET TO A POINT ON A LINE BEING PARALLEL WITH AND 520 FEET EASTERLY OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE-95; THENCE ALONG SAID PARALLEL LINE NORTH 18°19'58" WEST FOR A DISTANCE OF 400.00 FEET; THENCE DEPARTING SAID PARALLEL LINE NORTH 88°15'00" WEST, FOR A DISTANCE OF 447.15 FEET TO A POINT ON A LINE BEING PARALLEL WITH AND 100 FEET EASTERLY OF THE EAST~~

~~RIGHT-OF-WAY LINE OF INTERSTATE-95; THENCE DEPARTING SAID RETENTION POND BOUNDARY AND RUN NORTHERLY ALONG SAID PARALLEL LINE FOR A DISTANCE OF 4,707 FEET, MORE OR LESS, TO A POINT ON THE NORTH BOUNDARY OF THE PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 525, PAGES 995 THROUGH 1000; THENCE ALONG THE BOUNDARY OF SAID PARCEL SOUTH 87°48'45" WEST FOR A DISTANCE OF 270.24 FEET TO A POINT ON THE CENTERLINE OF INTERSTATE-95; THENCE SOUTHERLY ALONG THE CENTERLINE OF INTERSTATE-95 FOR A DISTANCE OF 22,109 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE SOUTH HALF (½) OF THE SOUTH HALF (½) OF GOVERNMENT SECTION 34, TOWNSHIP 12 SOUTH, RANGE 31 EAST (MAP REFERENCE POINT "E"); THENCE DEPARTING SAID CENTER OF INTERSTATE-95 RUN SOUTH 89°07'59" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 212.72 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE PLAT SEMINOLE PARK SECTION-58, MAP BOOK 19, PAGES 26 THROUGH 40; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF SEMINOLE PARK SECTION-58, MAP BOOK 19, PAGES 26 THROUGH 40, SEMINOLE PARK SECTION-59, MAP BOOK 19, PAGES 41 THROUGH 50 AND MAP BOOK 20, PAGES 1 THROUGH 8, AND SEMINOLE PARK SECTION-60, MAP BOOK 17, PAGES 48 THROUGH 55, FOR A DISTANCE OF 26,176.0 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID PLAT SECTION-60, SAID CORNER BEING ON THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1; THENCE WESTERLY ALONG THE EXTENSION OF THE SOUTH BOUNDARY OF SECTION-60 FOR A DISTANCE OF 57.00 FEET, MORE OR LESS, TO A POINT ON THE CENTER OF RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1; THENCE NORTHERLY ALONG THE CENTER OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 5,126 FEET, MORE OR LESS; THENCE NORTH 00°29'23" EAST FOR A DISTANCE OF 78.11 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1, SAID POINT LYING SOUTH 56°56'19" EAST FOR A DISTANCE OF 429.22 FEET FROM THE MOST SOUTHEASTERLY CORNER OF THE PLAT KANKAKEE RUN SECTION-65, MAP BOOK 17, PAGES 56 THROUGH 67; THENCE CONTINUE NORTH 00°29'23" EAST FOR A DISTANCE OF 428.92 FEET; THENCE SOUTH 89°30'37" EAST FOR A DISTANCE OF 1,834.29 FEET; THENCE NORTH 81°30'22" EAST FOR A DISTANCE OF 1,119.30 FEET; THENCE SOUTH 67°01'50" EAST FOR A DISTANCE OF 608.95 FEET; THENCE SOUTH 10°24'32" EAST FOR A DISTANCE OF 1,477.44 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD (80'R/W); THENCE NORTH 54°30'55" EAST ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 1,144.40 FEET TO A POINT OF CURVATURE; THENCE EASTERLY AND NORTHERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD AND PARKWAY FOR A DISTANCE OF 7,644.4 FEET, MORE OR LESS, TO THE END OF A CURVE BEING A POINT OF TANGENCY AT THE NORTHEAST CORNER OF A 119 ACRE PARCEL RECORDED IN OFFICIAL RECORDS BOOK 637, PAGES 899 THROUGH 910, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SEMINOLE WOODS BOULEVARD RUN NORTH 71°18'23" WEST ALONG THE NORTHERLY BOUNDARY LINE OF SAID 119 ACRE PARCEL FOR A DISTANCE OF 3,313.11 FEET, MORE OR LESS; THENCE SOUTH 18°41'37" WEST ALONG THE WESTERLY LINE OF SAID 119 ACRE PARCEL FOR A DISTANCE OF 561.11 FEET; THENCE DEPARTING SAID 119 ACRE PARCEL, RUN SOUTH 76°04'49" WEST FOR A DISTANCE OF 2,868.28 FEET, MORE OR LESS; THENCE SOUTH 87°34'32" WEST FOR A DISTANCE OF 648.56 FEET TO A POINT ON THE WEST LINE OF GOVERNMENT SECTION 29, TOWNSHIP 12 SOUTH, RANGE 31 EAST (MAP REFERENCE POINT "F"), SAID POINT BEING NORTH 02°57'38" WEST, 3,659.32 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE DEPARTING SAID WESTERLY LINE OF GOVERNMENT SECTION 29, RUN SOUTH 87°34'32" WEST FOR A DISTANCE OF 821.05 FEET; THENCE NORTH 10°50'53" WEST FOR A DISTANCE OF 489.98 FEET; THENCE NORTH 27°46'32" WEST FOR A DISTANCE OF 219.87 FEET; THENCE NORTH 50°12'51" WEST FOR A DISTANCE OF 469.34 FEET; THENCE SOUTH 05°08'20" EAST FOR A DISTANCE OF 29.73 FEET; THENCE NORTH 71°00'20" WEST FOR A DISTANCE OF 1,658.39 FEET; THENCE NORTH 80°07'14" WEST FOR A DISTANCE OF 845.44 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BELLE TERRE BOULEVARD; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BELLE TERRE BOULEVARD FOR A DISTANCE OF 1,236 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY BOUNDARY LINE OF THE PLAT~~

KANKAKEE RUN SECTION 65, MAP BOOK 17, PAGES 56 THROUGH 67; THENCE SOUTHERLY ALONG SAID BOUNDARY FOR A DISTANCE OF 6,097 FEET, MORE OR LESS, TO A POINT ON THE CENTER OF U.S. HIGHWAY NO. 1; THENCE NORTHERLY ALONG SAID CENTER OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 5,827 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF BLOCK 14 OF THE PLAT DUPONT, RECORDED IN MAP BOOK 1, PAGE 9; THENCE DEPARTING THE CENTER OF RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1, RUN WESTERLY ALONG THE NORTH LINE OF SAID BLOCK 14 TO THE NORTHWEST CORNER OF BLOCK 14; THENCE SOUTHERLY 240 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF BLOCK 14; THENCE WESTERLY ALONG THE SOUTH LINE OF BLOCK 13, FOR A DISTANCE OF 275 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF BLOCK 13; THENCE NORTHERLY ALONG THE WESTERLY LINE OF BLOCK 13 FOR A DISTANCE OF 260 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF BLOCK 12; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF BLOCK 12 FOR A DISTANCE OF 225 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF BLOCK 12; THENCE NORTHERLY ALONG THE EASTERLY LINE OF LOT 7, BLOCK 12, AND THE EXTENSION THEREOF TO A POINT IN THE CENTER OF U.S. HIGHWAY NO. 1; THENCE NORTHWESTERLY ALONG THE CENTER OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 1,194 FEET TO A POINT ON THE SOUTH LINE OF GOVERNMENT SECTION 24, TOWNSHIP 12 SOUTH, RANGE 30 EAST; THENCE DEPARTING U.S. HIGHWAY NO. 1 RUN NORTH 88°39'31" EAST ALONG THE BOUNDARY OF SAID PLAT KANKAKEE FOR A DISTANCE OF 672.08 FEET; THENCE NORTH 01°21'13" WEST FOR A DISTANCE OF 660.27 FEET; THENCE SOUTH 88°39'12" WEST FOR A DISTANCE OF 1,040.53 FEET TO A POINT ON THE CENTER OF U.S. HIGHWAY NO. 1; THENCE NORTHERLY ALONG THE CENTER OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 1,130.6 FEET, MORE OR LESS, TO A POINT OF INTERSECTION OF THE CENTER OF U.S. HIGHWAY NO. 1 WITH THE WEST LINE OF GOVERNMENT SECTION 24, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE DEPARTING U.S. HIGHWAY NO. 1 RUN NORTHERLY ALONG THE WEST LINE OF GOVERNMENT SECTIONS 24, 13 AND 12, FOR A DISTANCE OF 10,265 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE SOUTH HALF (½) OF THE SOUTH HALF (½) OF SECTION 12, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE NORTH 89°01'42" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 2,497.94 FEET TO A POINT ON THE BOUNDARY LINE OF THE PLAT ZEBULAH'S TRAIL SECTION 63, MAP BOOK 18, PAGES 24 THROUGH 35; THENCE CONTINUE NORTH 89°01'42" EAST ALONG THE BOUNDARY OF SAID PLAT FOR A DISTANCE OF 1,300.34 FEET; THENCE NORTH 01°14'25" WEST FOR A DISTANCE OF 635.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD BRICK ROAD; THENCE DEPARTING PLAT ZEBULAH'S TRAIL SECTION 63, RUN NORTHERLY 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID OLD BRICK ROAD AND THE SOUTHEAST CORNER OF THE PARCELS DESCRIBED IN OFFICIAL RECORDS BOOK 1127, PAGES 149 THROUGH 150; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF OLD BRICK ROAD TO THE SOUTHWEST CORNER OF SAID PARCELS DESCRIBED IN OFFICIAL RECORDS BOOK 1127, PAGES 149 THROUGH 150, ALSO BEING THE WEST LINE OF THE EAST HALF OF THE SOUTH HALF OF TRACT 9, BLOCK A, SECTION 12, TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANY SUBDIVISION, PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID EAST HALF OF THE SOUTH HALF OF TRACT 9; THENCE EASTERLY ALONG THE NORTH LINE OF SAID EAST HALF OF THE SOUTH HALF OF TRACT 9 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST LINE OF TRACT 9 TO THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1207, PAGES 1748 THROUGH 1750, SAID PARCEL BEING A 100-FOOT SQUARE LOT IN THE SOUTHWESTERLY CORNER OF THE SOUTH HALF OF TRACT 10, BLOCK A, SECTION 12, TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANY SUBDIVISION, PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE EASTERLY FOR A DISTANCE OF 100 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID 100-FOOT SQUARE PARCEL; THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF SAID TRACT 10, TO THE NORTHERLY RIGHT-OF-WAY LINE OF OLD BRICK ROAD; THENCE SOUTHERLY 50.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD BRICK ROAD AND SAID BOUNDARY LINE

~~OF THE PLAT ZEBULAH'S TRAIL SECTION-63; THENCE NORTH 89°16'07" EAST FOR A DISTANCE OF 1,160 FEET, MORE OR LESS; THENCE NORTH 00°06'26" EAST FOR A DISTANCE OF 50.01 FEET; THENCE NORTH 01°16'45" WEST ALONG THE WESTERLY BOUNDARY OF SAID PLAT ZEBULAH'S TRAIL SECTION-63 AS EXTENDED FOR A DISTANCE OF 860 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100, BEING THE SOUTHWEST CORNER OF RESERVED PARCEL E-1 OF THE PLAT EASTHAMPTON SECTION-34, MAP BOOK 11, PAGES 30 THROUGH 49; THENCE NORTHERLY AND WESTERLY ALONG THE BOUNDARY LINE OF SAID PLAT EASTHAMPTON SECTION-34 FOR A DISTANCE OF 14,752 FEET, MORE OR LESS, TO A POINT BEING THE NORTHWEST CORNER OF SAID PLAT EASTHAMPTON SECTION-34; THENCE CONTINUE FOR A DISTANCE OF 410 FEET, MORE OR LESS, ALONG THE WEST LINE OF EASTHAMPTON SECTION-34 EXTENDED NORTHERLY TO THE SOUTH RIGHT-OF-WAY LINE OF THE LEHIGH GREENWAY, RECORDED IN OFFICIAL RECORDS BOOK 731, PAGE 1653 (MAP REFERENCE POINT "G"); THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 5,556 FEET, MORE OR LESS, TO A POINT IN THE CENTER OF U.S. HIGHWAY NO. 1; THENCE NORTHERLY ALONG THE CENTER OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 10,739 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF GOVERNMENT SECTION 22, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE CONTINUE NORTHERLY ALONG THE CENTER OF U.S. HIGHWAY NO. 1, FOR A DISTANCE OF 2,700 FEET, MORE OR LESS, TO A POINT BEING THE SOUTH LINE OF WYNNFIELD SUBDIVISION, ACCORDING TO THE PLAT DESCRIBED IN MAP BOOK 9, PAGES 36 THROUGH 50, EXTENDED WESTERLY TO THE CENTER OF U.S. HIGHWAY NO. 1; THENCE DEPARTING SAID CENTER OF U.S. NO. 1, RUN SOUTH 87°33'08" WEST FOR A DISTANCE OF 128.98 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE NORTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 35.8 FEET, MORE OR LESS; THENCE SOUTH 88°34'05" WEST FOR A DISTANCE OF 693.45 FEET; THENCE SOUTH 00°00'15" EAST FOR A DISTANCE OF 851.48 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 16 OF TOWN AND COUNTRY BUSINESS PARK, ACCORDING TO THE PLAT DESCRIBED IN MAP BOOK 30, PAGES 13 AND 14; THENCE EASTERLY 228.19 FEET TO THE NORTHEAST CORNER OF SAID LOT 16; THENCE SOUTHWESTERLY 100.26 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16; THENCE WESTERLY 220.99 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16; THENCE SOUTH 00°00'15" EAST FOR A DISTANCE OF 216.21 FEET, MORE OR LESS, THE NORTHWEST CORNER OF LOT 13 OF SAID TOWN AND COUNTRY BUSINESS PARK, ACCORDING TO THE PLAT DESCRIBED IN MAP BOOK 30, PAGES 13 AND 14; THENCE EASTERLY 205.41 FEET TO THE NORTHEAST CORNER OF SAID LOT 13; THENCE SOUTHERLY 352.5 FEET, MORE OR LESS, ALONG THE EAST LINE OF LOTS 13, 12 AND 11 OF SAID TOWN AND COUNTRY BUSINESS PARK TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE WESTERLY 200.63 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE SOUTH 00°00'15" EAST FOR A DISTANCE OF 1,188.9 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID TOWN AND COUNTRY BUSINESS PARK, SAID SOUTHWEST CORNER BEING ON THE NORTH LINE OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE SOUTH 88°53'41" WEST ALONG THE NORTH LINE OF SAID SECTION 27 FOR A DISTANCE OF 502.44 FEET, MORE OR LESS; THENCE DEPARTING SAID NORTH LINE OF SECTION 27, RUN SOUTH 03°17'35" EAST FOR A DISTANCE OF 1,225.95 FEET, MORE OR LESS; THENCE NORTH 86°42'27" EAST FOR A DISTANCE OF 1,080.53 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 4,113.5 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY LINE OF OTIS STONE HUNTER ROAD; THENCE WESTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF OTIS STONE HUNTER ROAD FOR A DISTANCE OF 3,296 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE OF OTIS STONE HUNTER ROAD, RUN SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY FOR A DISTANCE OF 4,780 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID WESTERLY RAILWAY RIGHT-OF-WAY LINE AND THE EAST LINE OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE SOUTHERLY ALONG~~

~~SAID WESTERLY RAILWAY RIGHT-OF-WAY LINE AND SAID EAST LINE OF SECTION 33 FOR A DISTANCE OF 595 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID SECTION 33; THENCE DEPARTING SAID WESTERLY RAILWAY RIGHT-OF-WAY LINE AND SAID SOUTHEAST CORNER OF SECTION 33, RUN WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 33 TO THE SOUTHWEST CORNER THEREOF; THENCE DEPARTING SAID SOUTHWEST CORNER OF SECTION 33, RUN NORTH 89°03'16" WEST ALONG THE SOUTHERN BOUNDARY OF SECTION 32, TOWNSHIP 11 SOUTH, RANGE 30 EAST, TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF S.R. 13 (A VARIABLE WIDTH RIGHT-OF-WAY); THENCE NORTH 48°54'41" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF S.R. 13 TO A POINT ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY OF AN EXISTING DIRT ROAD; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF S.R. 13, RUN ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY OF AN EXISTING DIRT ROAD THE FOLLOWING THREE (3) COURSES; (1) THENCE NORTH 55°38'16" EAST FOR A DISTANCE OF 173.18 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 574.60 FEET; (2) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 181.18 FEET, THROUGH A CENTRAL ANGLE OF 18°04'00" AND BEING SUBTENDED BY A CHORD, BEARING DISTANCE OF NORTH 64°40'15" EAST 180.43 FEET TO A POINT OF TANGENCY; (3) THENCE NORTH 73°42'15" EAST FOR A DISTANCE OF 446.36 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 32; THENCE NORTHERLY ALONG SAID WEST LINE OF THE EAST HALF OF THE EAST HALF, AND ITS NORTHERLY EXTENSION THEREOF, TO THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF OTIS STONE HUNTER ROAD, SAID NORTHERLY RIGHT-OF-WAY LINE BEING IN SECTION 29, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE WESTERLY ALONG SAID NORTHERLY EXISTING RIGHT-OF-WAY LINE TO A POINT WHICH IS NORTH 30°53'57" WEST, 39.2 FEET, MORE OR LESS, FROM THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE DEPARTING SAID EXISTING NORTHERLY RIGHT-OF-WAY LINE OF OTIS STONE HUNTER ROAD, RUN NORTH 30°53'57" WEST FOR A DISTANCE OF 2,562 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1600, PAGE 275; THENCE WESTERLY ON THE NORTH LINE OF SAID LANDS FOR A DISTANCE OF 776 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LANDS, SAID NORTHWEST CORNER BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF OLD BRICK YARD ROAD (HIGHWAY 13), A 50-FOOT RIGHT-OF-WAY; THENCE NORTH 10°25'58" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF OLD BRICK YARD ROAD FOR A DISTANCE OF 415.68 FEET, MORE OR LESS; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN SOUTH 90°00'00" WEST ON THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 535, PAGE 1327 AND OFFICIAL RECORDS BOOK 404, PAGE 281 FOR A DISTANCE OF 487.17 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 535, PAGE 1327; THENCE SOUTH 45°00'00" WEST FOR A DISTANCE OF 2,876 FEET, MORE OR LESS, TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF AN ABANDONED RAILROAD HAVING A 100-FOOT RIGHT-OF-WAY; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY ABANDONED RAILROAD RIGHT-OF-WAY FOR A DISTANCE OF 19,066 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE NORTHERLY LINE OF LANDS CONVEYED TO FLORIDA POWER AND LIGHT COMPANY SET FORTH IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 213, PAGE 795, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID INTERSECTION BEING IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 29 EAST; THENCE DEPARTING SAID SOUTHWESTERLY ABANDONED RAILROAD RIGHT-OF-WAY LINE, RUN NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID FLORIDA POWER AND LIGHT COMPANY LANDS FOR A DISTANCE OF 2,287 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE DEPARTING SAID NORTHEASTERLY LINE OF FLORIDA POWER AND LIGHT COMPANY LANDS, RUN EASTERLY ALONG SAID NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 15 TO THE EAST LINE OF SAID SECTION; THENCE NORTHERLY ALONG THE EAST~~

LINE OF SAID SECTION 15 TO THE NORTHEAST CORNER OF SAID SECTION 15, ALSO BEING THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 11 SOUTH, RANGE 29 EAST (MAP REFERENCE POINT "H"); THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 14 TO THE NORTHEAST CORNER OF SAID SECTION 14, ALSO BEING THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 11 SOUTH, RANGE 29 EAST; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 12 TO THE NORTHWEST CORNER OF SAID SECTION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 12 TO THE CENTERLINE OF OLD BRICK ROAD (AS NOW ESTABLISHED) ALSO BEING THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1558, PAGE 679 OF SAID PUBLIC RECORDS; THENCE RUN THE FOLLOWING (48) COURSES AND DISTANCES ALONG SAID CENTERLINE, AND WESTERLY LINE: (1) NORTH 26°49'39" WEST, 84.37 FEET; (2) NORTH 24°19'07" WEST, 3,161.55 FEET; (3) NORTH 23°57'03" WEST, 291.18 FEET; (4) NORTH 25°50'57" WEST, 22.84 FEET; (5) NORTH 24°12'47" WEST, 617.87 FEET; (6) NORTH 23°48'09" WEST, 77.28 FEET; (7) NORTH 24°16'14" WEST, 920.28 FEET; (8) NORTH 21°32'08" WEST, 64.19 FEET; (9) NORTH 24°24'18" WEST, 77.82 FEET; (10) NORTH 29°56'16" WEST, 24.23 FEET; (11) NORTH 24°15'43" WEST, 1738.10 FEET; (12) NORTH 29°29'42" WEST, 100.40 FEET; (13) NORTH 36°11'00" WEST, 317.55 FEET; (14) NORTH 37°16'50" WEST, 176.49 FEET; (15) NORTH 38°35'10" WEST, 763.05 FEET (16) NORTH 38°48'32" WEST, 488.46 FEET; (17) NORTH 35°18'50" WEST, 60.72 FEET; (18) NORTH 40°30'25" WEST, 143.90 FEET; (19) NORTH 39°04'10" WEST, 479.49 FEET; (20) NORTH 38°59'00" WEST, 1,270.87 FEET; (21) NORTH 35°43'00" WEST, 198.30 FEET; (22) NORTH 31°34'59" WEST, 199.99 FEET; (23) NORTH 27°26'44" WEST, 90.87 FEET; (24) NORTH 32°46'29" WEST, 82.31 FEET; (25) NORTH 30°24'18" WEST, 783.03 FEET; (26) NORTH 30°35'25" WEST, 877.06 FEET; (27) NORTH 31°38'12" WEST, 56.74 FEET; (28) NORTH 30°31'44" WEST, 1,417.57 FEET; (29) NORTH 30°57'44" WEST, 1,001.16 FEET; (30) NORTH 28°41'30" WEST, 194.24 FEET; (31) NORTH 25°36'44" WEST, 198.92 FEET; (32) NORTH 22°17'21" WEST, 742.52 FEET; (33) NORTH 22°12'35" WEST, 444.14 FEET; (34) NORTH 20°30'30" WEST, 250.49 FEET; (35) NORTH 20°14'39" WEST, 180.97 FEET; (36) NORTH 20°24'44" WEST, 1,589.09 FEET; (37) NORTH 19°33'01" WEST, 87.05 FEET; (38) NORTH 20°23'01" WEST, 882.13 FEET; (39) NORTH 20°52'53" WEST, 155.63 FEET; (40) NORTH 20°22'19" WEST, 1,878.38 FEET; (41) NORTH 20°52'15" WEST, 400.21 FEET; (42) NORTH 18°24'59" WEST, 96.60 FEET; (43) NORTH 16°32'58" WEST, 53.69 FEET; (44) NORTH 14°27'44" WEST, 50.90 FEET; (45) NORTH 10°43'37" WEST, 124.08; (46) NORTH 9°25'15" WEST, 345.94 FEET; (47) NORTH 09°59'58" WEST, 152.07 FEET; (48) NORTH 06°59'25" WEST, 26.97 FEET TO THE NORTHERLY LINE OF SECTION 22, TOWNSHIP 10 SOUTH, RANGE 29 EAST; THENCE ALONG THE NORTHERLY LINES OF SAID SECTIONS 22, 23, AND 24 TO THE NORTHEAST CORNER OF SAID SECTION 24 (MAP REFERENCE POINT "I"); THENCE SOUTH 00°25'15" EAST, ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER (¼) OF SAID SECTION 24, FOR A DISTANCE OF 2,634.77 FEET; THENCE SOUTH 00°56'20" WEST, ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER (¼) OF SAID SECTION 24, FOR A DISTANCE OF 2,658.49 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SECTION 25, TOWNSHIP 10 SOUTH, RANGE 29 EAST, TO THE NORTHERLY LINE OF SECTION 36, TOWNSHIP 10 SOUTH, RANGE 29 EAST; THENCE NORTH 89°22'47" EAST, ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 112.08 FEET TO THE EASTERLY LINE OF SAID SECTION 36; THENCE SOUTH 00°39'38" EAST, ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 2,490.78 FEET TO THE NORTHERLY LINE OF THE WEST HALF (½) OF THE SOUTHWEST QUARTER (¼) OF SECTION 31, TOWNSHIP 10 SOUTH, RANGE 30 EAST; THENCE SOUTH 89°50'58" EAST, ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 1,325.27 FEET TO THE EASTERLY LINE OF THE WEST HALF (½) OF THE SOUTHWEST QUARTER (¼) OF SAID SECTION 31; THENCE SOUTH 00°03'47" EAST, ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 2,654.89 FEET TO THE SOUTHERLY LINE OF SAID SECTION 31; THENCE NORTH 89°54'18" WEST, ALONG SAID SOUTHERLY LINE, FOR A DISTANCE OF 1,324.68 FEET TO THE EASTERLY LINE OF SECTION 1, TOWNSHIP 11 SOUTH, RANGE 29 EAST; THENCE SOUTHERLY, ALONG SAID EASTERLY LINE OF SECTION 1, TO THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 11 SOUTH, RANGE 29 EAST; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 12 TO THE SOUTHEAST CORNER OF SAID SECTION, SAID SOUTHEAST CORNER ALSO BEING THE NORTHWEST

CORNER OF SECTION 18, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 18 TO THE NORTHEAST CORNER THEREOF, SAID NORTHEAST CORNER ALSO BEING THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 17 TO THE NORTHEAST CORNER THEREOF, SAID NORTHEAST CORNER ALSO BEING THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID SECTION 16 TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY'S RAILROAD; THENCE DEPARTING SAID NORTHERLY LINE OF SECTION 16, RUN NORTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD FOR A DISTANCE OF 30,330 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF GOVERNMENT SECTION 47, TOWNSHIP 10 SOUTH, RANGE 30 EAST; THENCE SOUTH 54°24'01" WEST ALONG SAID SOUTH LINE OF SECTION 47 AND THE RIGHT-OF-WAY OF SAID RAILROAD FOR A DISTANCE OF 139.61 FEET; THENCE DEPARTING SAID SOUTH LINE OF SECTION 47 RUN NORTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD FOR A DISTANCE OF 5,175 FEET MORE OR LESS, TO THE CENTER OF PELLICER CREEK, SAID CENTER OF CREEK BEING THE NORTHERLY BOUNDARY OF FLAGLER COUNTY, FLORIDA, (MAP REFERENCE POINT "J"); THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE OF RAILROAD RUN EASTERLY ALONG THE CENTER OF SAID PELLICER CREEK FOR A DISTANCE OF 5,667 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE DEPARTING THE CENTER OF PELLICER CREEK AND THE NORTH LINE OF FLAGLER COUNTY, FLORIDA, RUN SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 9,413 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST; THENCE NORTH 89°44'49" EAST ALONG SAID NORTH LINE OF SECTION 21 FOR A DISTANCE OF 50.52 FEET; THENCE DEPARTING SAID NORTH LINE OF SECTION 21, RUN SOUTH 08°29'47" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF U.S. No. 1 FOR A DISTANCE OF 1,332.10 FEET; THENCE SOUTH 89°35'37" WEST FOR A DISTANCE OF 50.50 FEET; THENCE SOUTH 08°29'47" EAST FOR A DISTANCE OF 685.79 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 RUN NORTH 81°30'13" EAST FOR A DISTANCE OF 200.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1; THENCE DEPARTING U.S. HIGHWAY No. 1 RUN NORTH 89°21'34" EAST ALONG THE SOUTH BOUNDARY LINE OF THE KURCIN PARCEL RECORDED IN OFFICIAL RECORDS BOOK 672, PAGE 508 FOR A DISTANCE OF 1,097.21 FEET; THENCE SOUTH 08°08'42" EAST FOR A DISTANCE OF 281.75 FEET; THENCE WESTERLY ALONG THE NORTH BOUNDARY LINE OF THE ROTUNNO PARCEL, RECORDED IN OFFICIAL RECORDS BOOK 562, PAGE 1600, FOR A DISTANCE OF 1,095.5 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 391.3 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY LINE OF SAID ROTUNNO PARCEL; THENCE NORTH 89°26'28" EAST ALONG THE SOUTH LINE OF THE ROTUNNO PARCEL AND ALONG THE SOUTH LINE OF THE KURCIN PARCEL FOR A DISTANCE OF 1,678.73 FEET; THENCE NORTH 00°29'05" WEST ALONG THE EAST LINE OF SAID KURCIN PARCEL FOR A DISTANCE OF 700.17 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID KURCIN PARCEL; THENCE WESTERLY ALONG THE NORTH LINE OF SAID KURCIN PARCEL FOR A DISTANCE OF 1,776.9 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1; THENCE NORTH 08°29'47" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1, FOR A DISTANCE OF 1,958 FEET, MORE OR LESS, TO THE NORTH LINE OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 FOR A DISTANCE OF 9,255 FEET, MORE OR LESS, TO THE CENTER OF PELLICER CREEK AND THE NORTH LINE OF FLAGLER COUNTY, FLORIDA; THENCE EASTERLY ALONG THE CENTER OF PELLICER CREEK 4,846 FEET, MORE OR LESS, TO THE CENTER OF INTERSTATE-95; THENCE DEPARTING SAID CENTER OF PELLICER CREEK AND THE NORTH LINE OF FLAGLER COUNTY, RUN SOUTHERLY ALONG

~~THE CENTER OF INTERSTATE-95 FOR A DISTANCE OF 11,325 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.~~

~~TOGETHER WITH:~~

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

~~BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 18 (MAP REFERENCE POINT "I"); THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 18 TO THE NORTH WEST CORNER OF SAID SECTION 18; THENCE NORTH 89°04'11" EAST ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION 18, FOR A DISTANCE OF 2,643.62 FEET TO THE NORTHERLY LINE OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 18; THENCE NORTH 88°55'28" EAST ALONG SAID LINE, FOR A DISTANCE OF 1,327.18 FEET TO THE EASTERLY LINE OF THE NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 18; THENCE SOUTH 00°47'39" EAST, ALONG SAID LINE, 1,319.93 FEET TO SOUTHERLY LINE OF THE NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 18; THENCE SOUTH 88°59'22" WEST, ALONG SAID LINE, 1,325.16 FEET TO THE EASTERLY LINE OF THE NORTHWEST QUARTER (1/4) OF SECTION 18; THENCE SOUTH 00°52'54" EAST, ALONG SAID LINE, 1,318.42 FEET TO THE NORTHERLY LINE OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION 18; THENCE NORTH 89°03'17" EAST, ALONG SAID LINE, 2,646.28 FEET TO THE EASTERLY LINE OF SAID SECTION 18; THENCE SOUTH 00°36'34" EAST, ALONG SAID LINE, 2,664.61 FEET TO THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION 18; THENCE SOUTH 89°51'49" WEST, ALONG SAID LINE, 2,633.84 FEET TO SOUTHERLY LINE OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 18, THENCE NORTH 88°50'09" EAST, ALONG SAID LINE, FOR A DISTANCE OF 2,654.39 FEET TO THE TO THE POINT OF BEGINNING (MAP REFERENCE POINT "I").~~

~~TOGETHER WITH:~~

~~A PARCEL OF LAND DESCRIBED AS THAT PORTION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 30 AND RUN NORTH 30 DEGREES 53 MINUTES 57 SECOND WEST, 2600.95 FEET TO A POINT ON THE WESTERN BOUNDARY OF THE EAST 1/2 OF THE SOUTHEAST 1/4, THENCE SOUTH ALONG SAID WESTERN BOUNDARY OF THE EAST 1/2 OF THE SOUTHEAST 1/4 TO THE SOUTH LINE OF SECTION 30, THEN EAST ALONG THE SOUTH LINE OF SAID SECTION TO THE SOUTHEAST CORNER OF SECTION 30 AND THE POINT OF BEGINNING. APPROXIMATELY 32 ACRES MORE OR LESS.~~

~~TOGETHER WITH:~~

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

~~A POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF GOVERNMENT SECTION 22, TOWNSHIP 11 SOUTH, RANGE 31 EAST, THENCE NORTH 88°53'11" EAST ALONG THE SOUTH LINE OF SECTION 22 A DISTANCE OF 429.08 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE DEPARTING SAID SECTION LINE SOUTH 16°42'45" EAST A DISTANCE OF 269.25 FEET, THENCE SOUTH 52°45'41" WEST A DISTANCE OF 121.63 FEET, THENCE SOUTH 60°38'42" EAST A DISTANCE OF 233.55 FEET, THENCE NORTH 57°33'16" EAST A DISTANCE OF 458.03 FEET, THENCE NORTH 87°43'12" EAST A DISTANCE OF 210.59 FEET, THENCE SOUTH 19°42'53" WEST A DISTANCE OF 40.68 FEET, THENCE SOUTH 75°30'00" EAST A DISTANCE OF 44.12 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF A 15' STRIP OF LAND FOR PEDESTRIAN/BICYCLE PATH USE RECORDED IN OFFICIAL RECORDS BOOK 474, PAGES 820 THROUGH 823, THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES SOUTH 10°05'32" WEST A~~

~~DISTANCE OF 926.81 FEET TO A POINT OF CURVATURE, CONCAVE NORTHEASTERLY, THENCE SOUTHERLY A DISTANCE OF 1887.48 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 68°39'48", A RADIUS OF 1575.00 FEET, A CHORD BEARING OF SOUTH 24°14'22" EAST AND A CHORD DISTANCE OF 1776.54 FEET TO A POINT OF TANGENCY, THENCE SOUTH 58°34'16" EAST A DISTANCE OF 560.63 FEET TO A POINT OF CURVATURE, CONCAVE SOUTHWESTERLY, THENCE SOUTHEASTERLY A DISTANCE OF 1700.10 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 40°10'06", A RADIUS OF 2425.00 FEET, A CHORD BEARING OF SOUTH 38°29'13" EAST AND A CHORD DISTANCE OF 1665.49 FEET TO A POINT OF TANGENCY, THENCE SOUTH 18°24'09" EAST A DISTANCE OF 5460.63 TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, THENCE SOUTHERLY A DISTANCE OF 1507.36 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11°29'11", A RADIUS OF 7519.00 FEET, A CHORD BEARING OF SOUTH 11°58'36" EAST AND A CHORD DISTANCE OF 1504.84 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE DEPARTING SAID PROPOSED ROADWAY SOUTH 83°46'14" WEST A DISTANCE OF 8.55 FEET, THENCE SOUTH 83°27'24" WEST A DISTANCE OF 211.82 FEET, THENCE SOUTH 44°29'22" WEST A DISTANCE OF 990.73 FEET, THENCE SOUTH 29°15'12" WEST A DISTANCE OF 219.88 FEET, THENCE SOUTH 57°42'47" EAST A DISTANCE OF 283.56 FEET, THENCE SOUTH 12°43'31" EAST A DISTANCE OF 300.18 FEET, THENCE SOUTH 45°29'28" EAST A DISTANCE OF 718.28 FEET, THENCE SOUTH 19°06'24" EAST A DISTANCE OF 261.31 FEET, THENCE SOUTH 44°03'30" WEST A DISTANCE OF 145.36 FEET, THENCE NORTH 62°22'17" WEST A DISTANCE OF 122.87 FEET, THENCE SOUTH 39°18'36" WEST A DISTANCE OF 208.66 FEET, THENCE SOUTH 23°18'47" WEST A DISTANCE OF 392.96 FEET, THENCE SOUTH 22°15'50" EAST A DISTANCE OF 554.13 FEET, THENCE NORTH 79°37'07" WEST A DISTANCE OF 158.10 FEET, THENCE NORTH 47°30'38" WEST A DISTANCE OF 210.90 FEET, THENCE NORTH 08°02'07" WEST A DISTANCE OF 278.13 FEET, THENCE NORTH 42°31'19" WEST A DISTANCE OF 644.26 FEET, THENCE NORTH 63°57'47" WEST A DISTANCE OF 302.89 FEET, THENCE NORTH 85°53'27" WEST A DISTANCE OF 132.53 FEET, THENCE NORTH 03°36'14" EAST A DISTANCE OF 123.70 FEET, THENCE NORTH 43°33'24" WEST A DISTANCE OF 406.24 FEET, THENCE SOUTH 43°05'57" WEST A DISTANCE OF 91.04 FEET, THENCE SOUTH 04°15'25" WEST A DISTANCE OF 104.75 FEET, THENCE SOUTH 40°22'25" WEST A DISTANCE OF 324.10 FEET, THENCE SOUTH 80°06'11" WEST A DISTANCE OF 55.25 FEET, THENCE NORTH 27°50'43" EAST A DISTANCE OF 332.95, THENCE NORTH A DISTANCE OF 85.47 FEET, THENCE NORTH 47°33'46" EAST A DISTANCE OF 191.77 FEET, THENCE NORTH 15°15'48" WEST A DISTANCE OF 155.15 FEET, THENCE NORTH 34°00'46" WEST A DISTANCE OF 636.31 FEET, THENCE SOUTH 85°20'40" WEST A DISTANCE OF 87.82 FEET, THENCE SOUTH 12°52'08" WEST A DISTANCE OF 314.39 FEET, THENCE NORTH 77°50'07" WEST A DISTANCE OF 101.47 FEET, THENCE NORTH 17°19'15" WEST A DISTANCE OF 156.79 FEET, THENCE NORTH 71°16'17" WEST A DISTANCE OF 309.76 FEET, THENCE SOUTH 78°29'33" WEST A DISTANCE OF 105.55 FEET, THENCE NORTH 58°58'10" WEST A DISTANCE OF 118.93 FEET, THENCE NORTH 00°58'16" EAST A DISTANCE OF 127.06 FEET, THENCE SOUTH 66°13'11" EAST A DISTANCE OF 277.69 FEET, THENCE NORTH 39°57'04" EAST A DISTANCE OF 104.92 FEET, THENCE SOUTH 67°50'42" EAST A DISTANCE OF 245.71 FEET, THENCE NORTH 37°03'07" WEST A DISTANCE OF 803.78 FEET, THENCE NORTH 00°44'11" WEST A DISTANCE OF 475.68 FEET, THENCE SOUTH 89°15'49" WEST ALONG THE NORTHERLY LINE OF THE LEHIGH RAILROAD RIGHT-OF-WAY A DISTANCE OF 3998.99 FEET, THENCE DEPARTING SAID RAILROAD RIGHT-OF-WAY NORTH 00°44'11" WEST A DISTANCE OF 208.86 FEET, THENCE NORTH 17°41'36" WEST A DISTANCE OF 3508.19 FEET, THENCE SOUTH 89°10'12" WEST A DISTANCE OF 833.01 FEET, THENCE NORTH 15°20'03" WEST A DISTANCE OF 1688.94 FEET, THENCE NORTH 13°36'24" WEST A DISTANCE OF 2525.96 FEET, THENCE NORTH 42°21'02" WEST A DISTANCE OF 1094.08 FEET, THENCE NORTH 20°26'43" WEST A DISTANCE OF 2138.13 FEET, THENCE NORTH 69°03'13" EAST A DISTANCE OF 664.65 FEET, THENCE NORTH 20°17'51" WEST A DISTANCE OF 142.01 FEET, THENCE SOUTH 69°03'13" WEST A DISTANCE OF 901.75 FEET, THENCE NORTH 11°45'24" WEST A DISTANCE OF 3.26 FEET, THENCE NORTH 01°54'07" EAST A DISTANCE OF 64.87 FEET, THENCE NORTH 12°43'33" WEST A DISTANCE OF 47.49 FEET, THENCE NORTH 12°11'06" WEST A DISTANCE OF 33.61 FEET, THENCE~~

~~NORTH 22°25'29" WEST A DISTANCE OF 45.85 FEET, THENCE NORTH 25°31'12" WEST A DISTANCE OF 52.05 FEET, THENCE NORTH 78°14'10" EAST A DISTANCE OF 50.37 FEET, THENCE NORTH 13°55'38" WEST A DISTANCE OF 84.62 FEET, THENCE SOUTH 79°42'21" WEST A DISTANCE OF 36.14 FEET, THENCE NORTH 00°34'43" WEST A DISTANCE OF 43.70 FEET, THENCE SOUTH 89°25'17" WEST A DISTANCE OF 35.00 FEET, THENCE SOUTH 89°24'49" WEST A DISTANCE OF 191.43 FEET, THENCE NORTH 08°42'57" EAST A DISTANCE OF 238.76 FEET, THENCE NORTH 19°25'15" WEST A DISTANCE OF 1583.14 FEET, THENCE NORTH 24°33'06" WEST A DISTANCE OF 289.90 FEET, THENCE NORTH 32°26'09" WEST A DISTANCE OF 430.26 FEET, THENCE NORTH 16°26'05" WEST A DISTANCE OF 553.11 FEET, THENCE NORTH 24°10'56" WEST A DISTANCE OF 802.64 FEET, THENCE NORTH 35°30'33" WEST A DISTANCE OF 127.19 FEET, THENCE SOUTH 71°49'42" WEST A DISTANCE OF 35.00 FEET, THENCE NORTH 18°10'18" WEST A DISTANCE OF 155.00 FEET, THENCE SOUTH 71°49'42" WEST A DISTANCE OF 167.00 FEET, THENCE SOUTH 18°10'18" EAST A DISTANCE OF 155.00 FEET, THENCE SOUTH 71°49'42" WEST A DISTANCE OF 1252.18 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD (66'RAW) SAID POINT BEING ON A CURVE, CONCAVE SOUTHWESTERLY, THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES NORTHWESTERLY A DISTANCE OF 461.70 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 18°03'08", A RADIUS OF 1465.39 FEET, A CHORD BEARING OF NORTH 40°09'23" WEST AND A CHORD DISTANCE OF 459.79 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHEASTERLY, THENCE NORTHWESTERLY A DISTANCE OF 532.87 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 21°49'02", A RADIUS OF 1399.40 FEET, A CHORD BEARING OF NORTH 38°16'26" WEST AND A CHORD DISTANCE OF 529.65 FEET TO A POINT OF TANGENCY, THENCE NORTH 27°21'55" WEST A DISTANCE OF 756.86 FEET TO A POINT OF CURVATURE, CONCAVE SOUTHWESTERLY, THENCE NORTHWESTERLY A DISTANCE OF 615.83 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 22°29'44", A RADIUS OF 1568.52 FEET, A CHORD BEARING OF NORTH 38°36'47" WEST AND A CHORD DISTANCE OF 611.88 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE NORTH 89°11'03" EAST ALONG THE NORTH LINE OF GOVERNMENT SECTION 19 A DISTANCE OF 25.75 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, THENCE NORTHWESTERLY ALONG OLD KINGS ROAD A DISTANCE OF 76.39 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02°45'38", A RADIUS OF 1585.52 FEET, A CHORD BEARING OF NORTH 50°32'17" WEST AND A CHORD DISTANCE OF 76.39 FEET TO A POINT OF TANGENCY, THENCE NORTH 51°55'06" WEST A DISTANCE OF 420.35 FEET, THENCE DEPARTING OLD KINGS ROAD NORTH 38°04'53" EAST A DISTANCE OF 60.00 FEET, THENCE SOUTH 51°55'06" EAST A DISTANCE OF 30.00 FEET, THENCE NORTH 41°00'49" EAST ALONG THE SOUTHERLY BOUNDARY OF THE PLAT BERNARD MEADOWS SECTION-81, MAP BOOK 23, PAGES 23 THROUGH 40 A DISTANCE OF 165.15 FEET TO A POINT OF CURVATURE, CONCAVE SOUTHERLY, THENCE NORTHEASTERLY A DISTANCE OF 1483.23 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 67°59'11", A RADIUS OF 1250.00 FEET, A CHORD BEARING OF NORTH 75°00'25" EAST AND A CHORD DISTANCE OF 1397.73 FEET TO A POINT OF TANGENCY, THENCE SOUTH 71°00'00" EAST A DISTANCE OF 900.00 FEET TO A POINT OF CURVATURE, CONCAVE NORTHERLY, THENCE EASTERLY A DISTANCE OF 1358.74 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 45°00'00", A RADIUS OF 1730.00 FEET, A CHORD BEARING OF NORTH 86°30'00" EAST AND A CHORD DISTANCE OF 1324.08 FEET TO A POINT OF TANGENCY, THENCE NORTH 64°00'00" EAST A DISTANCE OF 1701.10 FEET TO A POINT ON THE EAST LINE OF SECTION 42, THENCE SOUTH 25°44'16" EAST ALONG THE EAST LINE OF SECTION 42 A DISTANCE OF 2004.38 FEET, THENCE SOUTH 25°18'43" EAST ALONG THE EAST LINE OF SECTION 50 A DISTANCE OF 208.36 FEET, THENCE DEPARTING SECTION 50 NORTH 64°41'17" EAST A DISTANCE OF 800.00 FEET, THENCE NORTH 31°07'01" EAST A DISTANCE OF 1744.68 FEET, THENCE SOUTH 89°53'38" EAST A DISTANCE OF 2595.47 FEET, THENCE SOUTH 23°57'25" EAST A DISTANCE OF 94.80 FEET, THENCE SOUTH 08°51'56" WEST A DISTANCE OF 109.87 FEET, THENCE SOUTH 03°23'14" EAST A DISTANCE OF 208.02 FEET, THENCE SOUTH 42°13'34" EAST A DISTANCE~~

~~OF 171.72 FEET, THENCE NORTH 87°40'06" EAST A DISTANCE OF 165.10 FEET, THENCE SOUTH 11°11'25" WEST A DISTANCE OF 105.42 FEET, THENCE SOUTH 62°15'40" WEST A DISTANCE OF 181.91 FEET, THENCE SOUTH 04°09'43" EAST A DISTANCE OF 303.07 FEET, THENCE SOUTH 39°18'17" EAST A DISTANCE OF 208.34 FEET, THENCE SOUTH 02°34'48" EAST A DISTANCE OF 361.11 FEET, THENCE SOUTH 36°40'38" EAST A DISTANCE OF 142.77 FEET, THENCE SOUTH 60°40'04" EAST A DISTANCE OF 256.86 FEET, THENCE SOUTH 31°32'40" EAST A DISTANCE OF 131.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COLBERT LANE EXTENSION (215'R/W), THENCE SOUTH 12°18'31" EAST A DISTANCE OF 172.40 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 02°09'53" EAST A DISTANCE OF 2.98 FEET, THENCE SOUTH 87°50'07" WEST A DISTANCE OF 12.10 FEET, THENCE SOUTH 04°21'31" WEST A DISTANCE OF 28.04 FEET, THENCE SOUTH 46°25'34" WEST A DISTANCE OF 120.95 FEET, THENCE SOUTH 03°36'47" WEST A DISTANCE OF 203.48 FEET, THENCE SOUTH 17°41'49" EAST A DISTANCE OF 316.38 FEET, THENCE SOUTH 35°09'38" EAST A DISTANCE OF 115.05 FEET, THENCE SOUTH 59°53'36" EAST A DISTANCE OF 170.46 FEET, THENCE SOUTH 25°07'13" EAST A DISTANCE OF 342.34 FEET, THENCE SOUTH 50°31'18" EAST A DISTANCE OF 141.21 FEET, THENCE SOUTH 20°13'12" EAST A DISTANCE OF 195.14 FEET, THENCE SOUTH 31°32'58" WEST A DISTANCE OF 441.60 FEET, THENCE SOUTH 15°13'26" WEST A DISTANCE OF 258.73 FEET, THENCE SOUTH 75°24'27" EAST A DISTANCE OF 35.24 FEET, THENCE SOUTH 12°01'18" WEST A DISTANCE OF 450.50 FEET, THENCE SOUTH 58°00'31" WEST A DISTANCE OF 264.79 FEET, THENCE SOUTH 12°26'08" WEST A DISTANCE OF 169.77 FEET, THENCE SOUTH 14°14'22" EAST A DISTANCE OF 341.84 FEET, THENCE SOUTH 16°18'06" WEST A DISTANCE OF 127.31 FEET, THENCE SOUTH 21°41'22" EAST A DISTANCE OF 328.77 FEET, THENCE SOUTH 50°13'05" EAST A DISTANCE OF 204.61 FEET, THENCE SOUTH 33°13'43" WEST A DISTANCE OF 104.34 FEET, THENCE SOUTH 31°50'57" EAST A DISTANCE OF 595.97 FEET, THENCE SOUTH 16°42'45" EAST A DISTANCE OF 4.14 FEET TO THE POINT OF BEGINNING.~~

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

~~PARCEL CONTAINING 3069.8239 ACRES MORE OR LESS.~~

~~TOGETHER WITH:~~

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

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

~~THENCE SOUTH 58°52'20" WEST A DISTANCE OF 58.15 FEET; THENCE SOUTH 49°01'16" WEST A DISTANCE OF 347.81 FEET; THENCE SOUTH 11°33'59" EAST A DISTANCE OF 145.51 FEET; THENCE SOUTH 32°19'01" WEST A DISTANCE OF 185.55 FEET; THENCE SOUTH 26°09'35" EAST A DISTANCE OF 79.41 FEET; THENCE SOUTH 28°37'27" WEST A DISTANCE OF 194.88 FEET; THENCE SOUTH 12°48'41" EAST A DISTANCE OF 131.57 FEET; THENCE SOUTH 39°58'25" EAST A DISTANCE OF 279.70 FEET; THENCE SOUTH 11°49'24" EAST A DISTANCE OF 69.15 FEET TO A POINT BEING THE NORTHEAST CORNER OF A 261.00 ACRE PARCEL OF LAND TO BE SOLD TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; THENCE SOUTH 89°15'49" WEST ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 2114.30 FEET; THENCE NORTH 20°54'58" WEST A DISTANCE OF 2024.75 FEET TO A POINT ON THE SOUTH LINE OF THE LEHIGH RAILROAD RIGHT-OF-WAY LINE (60' R/W); THENCE NORTH 89°15'49" EAST ALONG SAID RAILROAD RIGHT-OF-WAY A DISTANCE OF 3519.14 FEET; THENCE DEPARTING SAID RAILROAD RIGHT-OF-WAY SOUTH 00°44'11" EAST A DISTANCE OF 415.68 FEET; THENCE SOUTH 58°52'20" WEST A DISTANCE OF 548.52 FEET TO THE POINT OF BEGINNING.~~

~~SAID PARCEL CONTAINING 115.00 ACRES MORE OR LESS.~~

~~TOGETHER WITH:~~

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

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

~~PARCEL CONTAINING 14.40 ACRES MORE OR LESS.~~

~~TOGETHER WITH:~~

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

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

~~THENCE SOUTH 86°51'56" WEST, ALONG THE NORTH LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 664, PAGE 1222, A DISTANCE OF 843.68 FEET; THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 86°32'03" WEST, A DISTANCE OF 892.60 FEET TO THE EASTERLY LINE OF THE ESTATES AT GRAND HAVEN AS RECORDED IN MAP BOOK 35, PAGE 48 OF SAID PUBLIC RECORDS; THENCE ALONG SAID EASTERLY LINE OF THE ESTATES AT GRAND HAVEN THE THIRTEEN CALLS; THENCE NORTH 00°06'00" WEST, A DISTANCE OF 327.26 FEET; THENCE NORTH 65°24'15" EAST, A DISTANCE OF 164.04 FEET;~~

~~THENCE NORTH 27°59'03" WEST, A DISTANCE OF 293.45 FEET; THENCE NORTH 27°59'07" WEST, A DISTANCE OF 183.32 FEET; THENCE NORTH 27°26'21" EAST, A DISTANCE OF 455.18 FEET; THENCE NORTH 19°36'23" WEST, A DISTANCE OF 357.96 FEET; THENCE NORTH 22°46'29" WEST, A DISTANCE OF 350.93 FEET; THENCE NORTH 59°32'23" WEST, A DISTANCE OF 212.76 FEET; THENCE NORTH 18°37'46" WEST, A DISTANCE OF 297.68 FEET; THENCE NORTH 39°18'25" WEST, A DISTANCE OF 235.89 FEET; THENCE NORTH 58°35'11" WEST, A DISTANCE OF 264.69 FEET; THENCE NORTH 21°17'54" WEST, A DISTANCE OF 187.00 FEET; THENCE NORTH 45°56'26" WEST, A DISTANCE OF 330.28 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1921.50 FEET, SAID CURVE BEING 3.50 FEET SOUTHERLY AND PARALLEL WITH THE SOUTHERLY RIGHT OF WAY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 474, PAGE 823 (A 15.00 FOOT WIDE PARCEL FOR A BIKE PATH); THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°57'05", AN ARC DISTANCE OF 635.57 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 81°41'50" EAST, 632.67 FEET TO THE WESTERLY LINE OF PARCEL "L" AS DESCRIBED IN OFFICIAL RECORDS BOOK 591, PAGE 788, OF SAID PUBLIC RECORDS; THENCE SOUTH 01°40'48" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 42.67 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "L"; THENCE SOUTH 83°28'24" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL "L", A DISTANCE OF 63.35 FEET TO THE WESTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1283, PAGE 1109, OF SAID PUBLIC RECORDS; THENCE SOUTH 40°19'52" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 140.90 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 35°32'32" EAST, A DISTANCE OF 103.57 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 12°09'50" EAST, A DISTANCE OF 172.20 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 19°39'25" EAST, A DISTANCE OF 178.98 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 26°34'08" EAST, A DISTANCE OF 242.29 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 72°02'02" EAST, A DISTANCE OF 468.37 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 26°34'08" EAST, A DISTANCE OF 161.53 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 21°48'17" EAST, A DISTANCE OF 194.51 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 14°44'46" EAST, A DISTANCE OF 236.54 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 02°47'35" EAST, A DISTANCE OF 494.20 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 36°01'55" EAST, A DISTANCE OF 163.76 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 53°00'05" EAST, A DISTANC[E] OF 120.41 FEET TO THE SOUTHERLY LINE OF SAID LANDS; THENCE NORTH 68°12'07" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 64.84 FEET TO THE EASTERLY LINE OF SAID LANDS; THENCE NORTH 00°00'00" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 385.26 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 10°13'26" WEST, A DISTANCE OF 746.24 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 38°59'45" WEST, A DISTANCE OF 325.31 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 58°40'32" WEST, A DISTANCE OF 324.21 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 23°57'58" WEST, A DISTANCE OF 118.58 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 21°33'02" EAST, A DISTANCE OF 313.10 FEET TO THE SOUTHERLY LINE OF PARCEL "N" AS DESCRIBED IN OFFICIAL RECORDS BOOK 591, PAGE 788 OF SAID PUBLIC RECORDS; THENCE SOUTH 82°38'43" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 49.75 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "N"; THENCE NORTH 03°58'32" EAST, A DISTANCE OF 115.90 FEET TO A POINT ON THE SOUTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 591, PAGE 762 OF SAID PUBLIC RECORDS, SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1465.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°02'56", AN ARC DISTANCE OF 308.19 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°15'54" EAST, 307.62 FEET TO A POINT ON THE WEST LINE OF PARCEL "O" AS DESCRIBED IN OFFICIAL RECORDS BOOK 591, PAGE 788 OF SAID PUBLIC RECORDS; THENCE SOUTH 25°25'33" WEST, ALONG SAID WEST LINE,~~

~~A DISTANCE OF 115.31 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL "O"; THENCE SOUTH 68°47'28" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL "O", A DISTANCE OF 67.43 FEET TO THE SOUTHEASTERLY CORNER SAID PARCEL "O"; THENCE NORTH 24°25'47 EAST, A DISTANCE OF 109.67 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 591, PAGE 762 OF SAID PUBLIC RECORDS, SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1465.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°00'45", AN ARC DISTANCE OF 307.25 FEET, SAID CURVE BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 56°40'46" EAST, 306.69 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL "P" AS DESCRIBED IN OFFICIAL RECORDS BOOK 591, PAGE 788 OF SAID PUBLIC RECORDS; THENCE SOUTH 40°10'10" WEST, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 112.25 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL "P"; THENCE SOUTH 52°07'06" EAST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 69.75 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL "P"; THENCE NORTH 37°59'55" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL "P", A DISTANCE OF 109.04 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 591, PAGE 762 OF SAID PUBLIC RECORDS, SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1465.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°30'46", AN ARC DISTANCE OF 141.00 FEET, SAID CURVE BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 45°21'12" EAST, 140.95 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 42°35'52" EAST, CONTINUING ALONG SAID SOUTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 591, PAGE 762 OF SAID PUBLIC RECORDS, A DISTANCE OF 167.71 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL "Q" AS DESCRIBED IN SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 591, PAGE 788 OF SAID PUBLIC RECORDS; THENCE SOUTH 49°41'14" WEST, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 38.40 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL "Q"; THENCE SOUTH 37°08'15" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL "Q", A DISTANCE OF 57.94 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL "Q"; THENCE NORTH 50°46'51" EAST, ALONG THE SOUTHEATERLY LINE OF SAID PARCEL "Q", A DISTANCE OF 43.95 FEET TO A POINT ON THE SOUTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 591, PAGE 762 OF SAID PUBLIC RECORDS; THENCE SOUTH 42°35'50" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 27.89 FEET TO THE POINT OF CURVATURE OF A CURVE COONCAVE [CONCAVE] SOUTHWESTERLY AND HAVING A RADIUS OF 1465.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°12'25", AN ARC DISTANCE OF 56.45 FEET, SAID CURVE BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 41°29'38" EAST, 56.44 FEET TO A POINT ON THE WESTERLY LINE OF THE NORTH PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 64, PAGE 1222 OF SAID PUBLIC RECORDS; THENCE SOUTH 19°36'48" EAST, ALONG SAID WESTERLY LINE OF SAID NORTH PARCEL, A DISTANCE OF 573.46 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 10°52'52" EAST, A DISTANCE OF 1119.30 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 03°38'24" WEST, A DISTANCE OF 406.07 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 05°07'59" WEST, A DISANCE OF 253.52 FEET TO THE POINT OF BEGINNING.~~

~~PARCEL CONTAINING 102.01 ACRES MORE OR LESS.~~

~~TOGETHER WITH:~~

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

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

~~SAID PARCEL OF LAND CONTAINING 4.81 ACRES MORE OR LESS.~~

~~TOGETHER WITH:~~

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

~~FROM A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF THE AFORESAID SECTION 3 RUN SOUTH 89°05'18" WEST A DISTANCE OF 78.42 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 7519.00 FEET, SAID POINT BEING ON THE EAST LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197-1221 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTHEASTERLY ALONG SAID EAST LINE AND THE ARC OF SAID THROUGH A CENTRAL ANGLE OF 02°39'06" AND ARC DISTANCE OF 347.97 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 07°33'35" EAST, 347.94 FEET TO A POINT ON A NON-TANGENT LINE; THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 83°46'14" WEST, A DISTANCE OF 8.55 FEET; THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 83°27'24" WEST, A DISTANCE OF 211.82 FEET; THENCE SOUTH 44°29'22" WEST, A DISTANCE OF 887.79 FEET TO THE POINT OF BEGINNING;~~

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

~~SAID CONTAINING 0.89 ACRES MORE OR LESS,~~

~~TOGETHER WITH:~~

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

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

~~THENCE SOUTHEASTERLY ALONG SAID EAST LINE AND THE ARC OF SAID THROUGH A CENTRAL ANGLE OF 02°39'07" AND ARC DISTANCE OF 347.97 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 07°33'35" EAST, 347.94 FEET~~

~~TO A POINT ON A NON-TANGENT LINE; THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 83°46'14" WEST, A DISTANCE OF 8.55 FEET; THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 83°27'24" WEST, A DISTANCE OF 20.24 FEET; THENCE DEPARTING NORTH 38°08'10" WEST, A DISTANCE 190.40 FEET; THENCE NORTH 20°08'23" WEST, A DISTANCE OF 135.87 FEET; THENCE NORTH 16°00'34" WEST, A DISTANCE OF 225.82 FEET; THENCE NORTH 11°35'34" EAST, A DISTANCE OF 196.43 FEET; THENCE SOUTH 77°06'51" EAST, A DISTANCE OF 117.32 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 7519.00 FEET, SAID POINT BEING ON THE EAST LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197-1221 OF SAID PUBLIC RECORDS; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°25'07" AN ARC DISTANCE OF 317.39 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 10°05'42" EAST, 317.37 FEET TO THE POINT OF BEGINNING.~~

~~SAID CONTAINING 2.17 ACRES MORE OR LESS.~~

~~EXCEPT THE FOLLOWING PARCELS:~~

~~(1) THE 0.23 ACRE WELL SITE PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 253, PAGE 90 OF THE PUBLIC RECORDS, LOCATED IN GOVERNMENT SECTION 19 AND 30, 261 FEET, MORE OR LESS, FROM THE SOUTHEAST CORNER OF SAID SECTION 19, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA. (MAP REFERENCE E-1)~~

~~(2) A PARCEL OF LAND LYING IN GOVERNMENT SECTION 21, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:~~

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

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

~~BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 17, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS A POINT OF REFERENCE; THENCE NORTH 45°42'00" WEST FOR A DISTANCE OF 38.90 FEET TO A POINT ON THE NORTH LINE OF IROQUOIS WATERWAY; THENCE CONTINUE NORTH 45°42'00" WEST FOR A DISTANCE OF 899.33 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY 166.91 FEET ALONG THE ARC OF A CURVE TO THE LEFT (CONCAVE SOUTHEASTERLY) HAVING A CENTRAL ANGLE OF 16°54'30", A RADIUS OF 565.60 FEET, A CHORD BEARING OF SOUTH 29°19'26" WEST AND A CHORD DISTANCE OF 166.31 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-RADIAL LINE RUN NORTH 50°20'54" WEST FOR A DISTANCE OF 1,219.08 FEET; THENCE NORTH 00°27'05" WEST FOR A DISTANCE OF 793.98 FEET; THENCE NORTH 31°44'29" EAST FOR A DISTANCE OF 624.90 FEET; THENCE NORTH 00°14'34" WEST FOR A DISTANCE OF 2,640.34 FEET; THENCE NORTH 02°19'33" WEST FOR A DISTANCE OF 2,391.47 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100; THENCE RUN WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 100 FOR A DISTANCE OF 4,475 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1251, PAGES 1924 THROUGH 1927; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100 RUN SOUTH 01°06'56" EAST ALONG~~

~~SAID EASTERLY BOUNDARY LINE FOR A DISTANCE OF 243.59 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF OLD MOODY BOULEVARD (50' R/W); THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY OF OLD MOODY BOULEVARD FOR A DISTANCE OF 371 FEET, MORE OR LESS, TO THE WEST BOUNDARY LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1251, PAGES 1924 THROUGH 1927; THENCE NORTHERLY ALONG SAID WEST BOUNDARY FOR A DISTANCE OF 462 FEET, MORE OR LESS, TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 100 FOR A DISTANCE OF 3,194 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY BOUNDARY LINE OF LANDS OWNED BY FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 33, PAGES 549 THROUGH 551; THENCE DEPARTING STATE ROAD 100 RUN SOUTH 01°13'44" EAST ALONG THE WESTERLY BOUNDARY LINE OF THE FLAGLER COUNTY AIRPORT FOR A DISTANCE OF 1,629.75 FEET; THENCE SOUTH 88°46'16" WEST FOR A DISTANCE OF 555.09 FEET TO THE NORTHEAST CORNER OF THE COUNCIL FOR THE AGED PARCEL; THENCE NORTH 78°46'38" WEST ALONG THE NORTH LINE OF SAID PARCEL FOR A DISTANCE OF 585.48 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BELLE TERRE BOULEVARD; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 7,644 FEET MORE OR LESS, TO A POINT BEING THE SOUTHWEST CORNER OF RESERVED PARCEL "E-2" OF THE PLAT LAGUNA FOREST SECTION-64, MAP BOOK 18, PAGES 36 THROUGH 43; THENCE EASTERLY ALONG THE SOUTH LINE OF RESERVED PARCELS C-5, D-1 AND E-2 FOR A DISTANCE OF 6,625 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF RESERVED PARCEL C-5; THENCE NORTH 88°59'26" EAST ALONG THE SOUTH LINE OF RESERVED PARCEL C-4 FOR A DISTANCE OF 154.26 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID PLAT LAGUNA FOREST SECTION-64; THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY LINE OF SAID LAGUNA FOREST FOR A DISTANCE OF 1,534 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE 738 ACRE PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 1047, PAGES 871 THROUGH 874; THENCE EASTERLY ALONG SAID NORTHERLY LINE OF SAID 738 ACRE PARCEL THE FOLLOWING FIVE COURSES; (1) THENCE NORTH 89°44'12" EAST FOR A DISTANCE OF 1,098.74 FEET; (2) THENCE SOUTH 02°32'58" EAST FOR A DISTANCE OF 503.81 FEET; (3) THENCE SOUTH 74°35'44" EAST FOR A DISTANCE OF 3,054.69 FEET; (4) THENCE NORTH 28°40'19" EAST FOR A DISTANCE OF 1,572.67 FEET; (5) THENCE NORTH 89°01'53" EAST FOR A DISTANCE OF 512 FEET, MORE OR LESS; THENCE NORTH 11°26'22" EAST FOR A DISTANCE OF 1,289.94 FEET TO A POINT ON THE SOUTHERLY LINE OF IROQUOIS WATERWAY RECORDED IN OFFICIAL RECORDS BOOK 549, PAGES 966 THROUGH 990; THENCE SOUTH 89°00'45" WEST ALONG SAID SOUTH LINE OF WATERWAY FOR A DISTANCE OF 1,081.78 FEET TO A POINT ON THE EAST LINE OF GOVERNMENT SECTION 17, TOWNSHIP 12 SOUTH, RANGE 31 EAST; THENCE NORTH 01°13'11" WEST FOR A DISTANCE OF 147.36 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 1,864 ACRES, MORE OR LESS. (MAP REFERENCE E-3)~~

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

~~(FROM O.R. BOOK 582, PAGE 1565)~~

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

~~FROM A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF THE AFORESAID SECTION 34 RUN S89°05'18"W A DISTANCE OF 78.42 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT BEING ON THE EAST LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 546 AT PAGES 1197-1221 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG THE AFORESAID CURVED EAST LINE OF OFFICIAL RECORDS BOOK 546, BEING A CURVE TO THE RIGHT HAVING A RADIUS 7519.00 FEET, AN ARC DISTANCE OF 348.02 FEET, A CENTRAL ANGLE OF 02°39'07" AND A CHORD BEARING S07°33'35"E, 347.99 FEET TO A POINT ON A NON-TANGENT LINE; THENCE CONTINUE ALONG THE AFORESAID EAST LINE OF OFFICIAL RECORDS BOOK 546 AND RUN S83°46'14"W A DISTANCE OF 8.55 FEET; THENCE CONTINUE~~

~~ALONG THE AFORESAID EAST LINE OFFICIAL RECORDS BOOK 546 AND RUN S83°27'24"W A DISTANCE OF 20.24 FEET; THENCE DEPARTING THE AFORESAID EAST LINE OF OFFICIAL RECORDS BOOK 546 RUN N38°08'10"W A DISTANCE OF 190.40 FEET; THENCE N20°08'23"W A DISTANCE OF 135.87 FEET; THENCE N16°00'34"W A DISTANCE OF 225.82 FEET; THENCE N11°35'34"E A DISTANCE OF 196.43 FEET; THENCE S77°06'51"E A DISTANCE OF 117.32 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT BEING ON THE AFORESAID EAST LINE OF OFFICIAL RECORDS BOOK 546; THENCE SOUTHEASTERLY ALONG THE AFORESAID CURVED EAST LINE OF OFFICIAL RECORDS BOOK 546, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 7519.00 FEET, AN ARC DISTANCE OF 317.39 FEET, A CENTRAL ANGLE OF 02°25'07" AND A CHORD BEARING S10°05'42"E, 317.37 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2.17 ACRES OR 94417 SQUARE FEET.~~

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

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

~~FROM A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF THE AFORESAID SECTION 3 RUN S89°05'18"W ALONG THE NORTH LINE OF THE AFORESAID SECTION 3 A DISTANCE OF 78.42 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT BEING ON THE EAST LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 546 AT PAGES 1197-1221 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTHEASTERLY ALONG THE AFORESAID CURVED EAST LINE OF OFFICIAL RECORDS BOOK 546, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 7519.00 FEET, AN ARC DISTANCE OF 347.97 FEET, A CENTRAL ANGLE OF 02°39'06" AND A CHORD BEARING S07°33'35"E, 347.94 FEET TO A POINT ON A NON-TANGENT LINE; THENCE CONTINUE ALONG THE AFORESAID EAST LINE OF OFFICIAL RECORDS BOOK 546 FOR THE NEXT THREE COURSES AND RUN S83°46'14"W A DISTANCE OF 8.55 FEET; THENCE S83°27'24"W A DISTANCE OF 211.82 FEET; THENCE S44°29'22"W A DISTANCE OF 887.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFORESAID EAST LINE OF OFFICIAL RECORDS BOOK 546, AND RUN S44°29'22"W A DISTANCE OF 102.94 FEET, THENCE S29°15'12"W A DISTANCE OF 149.65 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF A FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 145 AT PAGES 697-698; THENCE DEPARTING THE AFORESAID EAST LINE OF OFFICIAL RECORDS BOOK 546 RUN N73°37'09"W ALONG THE AFORESAID SOUTH LINE OF THE FLORIDA POWER AND LIGHT EASEMENT A DISTANCE OF 71.52 FEET; THENCE DEPARTING THE AFORESAID SOUTH LINE OF THE FLORIDA POWER AND LIGHT EASEMENT RUN N04°03'25"W A DISTANCE OF 241.02 FEET; THENCE N88°53'34"E A DISTANCE OF 164.68 FEET; THENCE S47°57'19"E A DISTANCE OF 89.25 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.89 ACRES OR 38743 SQUARE FEET.~~

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

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

~~FROM A POINT OF REFERENCE BEING THE INTERSECTION OF THE EAST LINE OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 31 EAST AND THE EAST LINE OF SECTION 48, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, THENCE S88°58'09"W A DISTANCE OF 350.91 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE S11°11'25"W ALONG SAID EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, A DISTANCE OF 105.42 FEET; THENCE S62°15'40"W A DISTANCE OF 61.60 FEET; THENCE DEPARTING SAID EASTERLY LINE OF LANDS DESCRIBED OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, N10°09'29"W A DISTANCE OF 130.14 FEET; THENCE N87°40'06"E A DISTANCE OF 98.01 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.~~

~~THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 0.203 ACRES OR 8,844 SQUARE FEET, MORE OR LESS.~~

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

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

~~FROM A POINT OF REFERENCE BEING THE INTERSECTION OF THE EAST LINE OF SECTION 48, SECTION 11 SOUTH, RANGE 31 EAST AND THE NORTH LINE OF SECTION 22, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, THENCE S77°59'17"W A DISTANCE OF 624.14 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE S02°34'49"E ALONG SAID EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 AND 1221, A DISTANCE OF 361.11 FEET; THENCE DEPARTING SAID EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, N02°42'32"W A DISTANCE OF 362.21 FEET; THENCE S39°18'17"E, A DISTANCE OF 1.36 FEET TO THE AFOREMENTIONED POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.003 ACRES OR 147 SQUARE FEET, MORE OR LESS.~~

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

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

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

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

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

~~FROM A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, THENCE S88°10'29"W ALONG THE SOUTH LINE OF SECTION 27 A DISTANCE OF 1705.51 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE N18°24'09"W ALONG SAID EASTERLY LINE A DISTANCE OF 830.62 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY LINE S71°35'11"W, A DISTANCE OF 185.04 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 75.60 FEET, AN ARC DISTANCE OF 118.75 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING N63°24'49"W, 106.91 FEET TO A POINT OF TANGENCY; THENCE DEPARTING SAID CURVE ALONG SAID TANGENT LINE N18°15'15"W, A DISTANCE OF 144.48 FEET TO A NON-TANGENT CURVE; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1911.20 FEET, AN ARC DISTANCE OF 135.24, A CENTRAL ANGLE OF 04°03'16", A CHORD BEARING N20°40'09"W, 135.21 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 76.20 FEET, AN ARC DISTANCE OF 119.56 FEET, A CENTRAL ANGLE OF 89°53'47", A CHORD BEARING N22°15'07"E, 107.67 FEET TO A POINT OF TANGENCY; THENCE DEPARTING SAID CURVE N67°12'00"E ALONG SAID TANGENT LINE A DISTANCE OF 170.47 FEET TO A NON-TANGENT CURVE AND THE AFOREMENTIONED EASTERLY LINE OF LANDS AD DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE AND SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2425.00 FEET, AN ARC DISTANCE OF 352.17 FEET, A CENTRAL ANGLE OF 08°19'15", A CHORD BEARING S22°33'45"E, 351.86 FEET TO A POINT OF TANGENCY; THENCE DEPARTING SAID CURVE ALONG SAID TANGENT LINE, S18°24'09"E A DISTANCE OF 98.95 FEET TO THE AFOREMENTIONED POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2.536 ACRES OR 110,474 SQUARE FEET, MORE OR LESS.~~

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

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

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

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

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

~~FROM A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, THENCE S88°10'29"W ALONG THE NORTH LINE OF SAID SECTION 34, A DISTANCE OF 1707.51 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, S18°24'09"E ALONG SAID EASTERLY LINE A DISTANCE OF 2807.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S18°24'09"E ALONG SAID EASTERLY LINE A DISTANCE OF 391.20 FEET; THENCE DEPARTING SAID EASTERLY LINE S71°35'51"W, A DISTANCE OF 174.07 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 76.60 FEET, AN ARC DISTANCE OF 120.32 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING N63°24'09"W, 108.33 FEET TO A POINT OF TANGENCY; THENCE N18°24'09"W ALONG SAID TANGENT LINE A DISTANCE OF 268.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 76.60 FEET, AN ARC DISTANCE OF 120.32 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING N26°35'51"E, 108.33 FEET TO A POINT OF TANGENCY; THENCE N71°35'51"E A LONG SAID TANGENT LINE A DISTANCE OF 174.07 FEET TO THE AFOREMENTIONED POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2.366 ACRES OR 103,062 SQUARE FEET, MORE OR LESS.~~

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

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

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

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

~~(13) — 2.00+/- AC BUNNELL DEV CO SUBD E1/2 OF S1/2 OF TRACT 9 BLK A OR 185/673 OR 195/41 OR 207/47-DC OR 459/1412-DC OR 459/1413-SA OR 1127/147 OR 1127/149-BAIATA TRUST RP TAG #211402 OR 1720 PG 574 BOUNDARY LINE AGREEMENT; AND~~

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

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

~~LESS AND EXCEPT:~~

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

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

~~PARCEL CONTAINING 13.18 ACRES, MORE OR LESS.~~

~~ADD:~~

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

~~SAID PARCEL CONTAINS 3.0384 ACRES, MORE OR LESS~~

~~TOGETHER WITH~~

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

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

Parcel containing 379.1141 acres more or less.

TOGETHER WITH

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

From a Point of Reference, being the northeast corner of Government Section 20, Township 12 South, Range 31 East; thence South 01°13'11" East along the easterly line of Section 20 a distance of 150.00' to the POINT OF BEGINNING of this description; thence departing said section line South

~~89°02'14" West a distance of 5342.38' to a point on the west line of Section 20; thence South 01°30'00" East along said west line of Section 20 a distance 96.81' to a point on the northeasterly boundary of the plat Laguna Forest Section 64; thence North 36°30'00" West along said boundary a distance of 303.12' to a point on the south line of Government Section 18; thence North 88°59'26" East along said south line of Section 18 a distance of 173.87 to a point being the southwest corner of Section 17; thence North 89°02'14" East along the south line of Section 17 a distance of 1321.06'; thence North 00°35'15" West along the airport boundary a distance of 25.00'; thence North 89°02'14" East a distance of 4021.95' to a point on the east line of Section 17; thence South 1°9'47" East a distance of 174.99' to the POINT OF BEGINNING.~~

~~TOGETHER WITH~~

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

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

~~TOGETHER WITH~~

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

~~COMMENCE AT THE SOUTHEAST CORNER OF SAID GOVERNMENT SECTION 17, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS A POINT OF REFERENCE; THENCE N00°50'01"W ALONG THE EAST LINE OF SAID SECTION 17 FOR A DISTANCE OF 25.00 FEET TO THE NORTH LINE OF IROQUOIS WATERWAY (A 175-FOOT WIDE WATERWAY AT THIS POINT); THENCE DEPARTING SAID EAST LINE S89°02'14"W ALONG SAID NORTH LINE OF IROQUOIS WATERWAY FOR A DISTANCE OF 27.50 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE S89°02'14"W ALONG SAID NORTH LINE OF IROQUOIS WATERWAY FOR A DISTANCE OF 2643.89 FEET; THENCE DEPARTING SAID NORTH LINE N32°31'14" E FOR A DISTANCE OF 191.60 FEET; THENCE N48°13'23"E FOR A DISTANCE OF 1204.42 FEET; THENCE N90°00'00"E FOR A DISTANCE OF 390.62 FEET; THENCE S50°20'54"E FOR A DISTANCE OF 683.96 FEET TO A NON-TANGENT CURVE TO THE RIGHT, WITH AN ARC LENGTH OF 166.91 FEET, A RADIUS OF 565.60 FEET, A CENTRAL ANGLE OF 16°54'30", A CHORD BEARING OF S29°19'26"E AND A CHORD DISTANCE OF 166.31 FEET TO A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE ALONG SAID NON-TANGENT LINE S45°42'00"E FOR A DISTANCE OF 899.33 FEET TO THE SAID NORTHERLY LINE OF IROQUOIS WATERWAY AND THE AFOREMENTIONED POINT OF BEGINNING.~~

~~TOGETHER WITH~~

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

~~A POINT OF REFERENCE BEING THE SOUTHERLY MOST CORNER OF TRACT "D" RESERVE PARCEL, AIRPORT COMMERCE CENTER, MAP BOOK 36, PAGES 88 THROUGH 91, PUBLIC~~

~~RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N50°20'54"W ALONG THE SOUTHWESTERLY LINE OF SAID TRACT "D" FOR A DISTANCE OF 684.04 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S90°00'00"W DEPARTING SAID TRACT "D" BOUNDARY FOR A DISTANCE OF 2752.24 FEET; THENCE N39°47'12"E FOR A DISTANCE OF 407.59 FEET; THENCE N89°06'45"E FOR A DISTANCE OF 1069.37 FEET; THENCE N89°20'26"E FOR A DISTANCE OF 1010.30 FEET TO THE WESTERLY LINE OF SAID TRACT "D"; THENCE ALONG SAID WESTERLY LINE S50°20'54"E FOR A DISTANCE OF 535.01 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.~~

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

~~TOGETHER WITH:~~

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

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

~~THE ABOVE DESCRIBED PARCEL CONTAINS 22.359 ACRES MORE OR LESS.~~

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

~~AS A POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF LOT 7, PALM COAST INTRACOASTAL INDUSTRIAL PARK PHASE I, RECORDED IN MAP BOOK 29, PAGES 33 AND 34; THENCE S22°24'07"E FOR A DISTANCE OF 1200.00 FEET; THENCE N67°35'53"E FOR A DISTANCE OF 370.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ROBERTS ROAD (AN 80 FOOT RIGHT-OF-WAY); THENCE S22°24'07"E ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 389.72 FEET; THENCE S67°35'53"W DEPARTING SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 824.87 FEET; THENCE N21°35'50"W FOR A DISTANCE OF 1589.87 FEET; THENCE N67°35'53"E FOR A DISTANCE OF 432.55 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.~~

~~THE ABOVE DESCRIBED PARCEL CONTAINS 19.503 ACRES MORE OR LESS.~~

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

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

~~THE ABOVE DESCRIBED PARCEL CONTAINS 44.318 ACRES MORE OR LESS.~~

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

~~AS A POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF LOT 7, PALM COAST INTRACOASTAL INDUSTRIAL PARK PHASE I, RECORDED IN MAP BOOK 29, PAGES 33 AND 34; THENCE S67°35'53"W FOR A DISTANCE OF 432.55 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S21°35'50"E FOR A DISTANCE OF 4252.26 FEET TO A POINT ON THE NORTH LINE OF BEACH VILLAGE AT PALM COAST, RECORDED IN MAP BOOK 36, PAGES 92 AND 93; THENCE N89°29'02"W ALONG SAID NORTH SUBDIVISION LINE FOR A DISTANCE OF 626.24 FEET; THENCE N23°53'12"W DEPARTING SAID NORTH SUBDIVISION LINE FOR A DISTANCE OF 875.00 FEET; THENCE S67°01'25"W FOR A DISTANCE OF 100.00 FEET TO A POINT ON A NON-TANGENT CURVE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE (A 200 FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 573.26 FEET, A RADIUS OF 2110.00 FEET, A DELTA OF 15°34'00", A CHORD BEARING N30°45'35"W AND A CHORD DISTANCE OF 571.50 FEET TO A POINT ON A NON-TANGENT LINE; THENCE N51°27'25"E DEPARTING SAID CURVE AND RIGHT-OF-WAY LINE FOR A DISTANCE OF 185.00 FEET; THENCE N16°20'16"W FOR A DISTANCE OF 1516.59 FEET; THENCE S73°25'57"W FOR A DISTANCE OF 185.00 FEET; THENCE N16°20'16"W FOR A DISTANCE OF 1516.59 FEET; THENCE S73°25'57"W FOR A DISTANCE OF 735.00 FEET TO A POINT ON A NON-TANGENT CURVE ALSO BEING THE SAID EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE; THENCE ALONG SAID RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE (3) COURSES; (1) THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 825.59 FEET, A RADIUS OF 1910.00 FEET, A DELTA OF 24°45'57", A CHORD BEARING N04°11'04"W AND A CHORD DISTANCE OF 819.18 FEET TO A POINT OF TANGENCY; (2) THENCE N08°11'55"E FOR A DISTANCE OF 862.02 FEET TO A POINT OF CURVATURE; (3) THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 204.38 FEET, A RADIUS OF 7734.00 FEET, A DELTA OF 01°30'51", A CHORD BEARING N07°26'29"E AND A CHORD DISTANCE OF 204.38 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S48°44'00"E DEPARTING SAID CURVE AND RIGHT-OF-WAY LINE FOR A DISTANCE OF 851.08 FEET; THENCE N67°35'53"E FOR A DISTANCE OF 61.42 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.~~

~~THE ABOVE DESCRIBED PARCEL CONTAINS 75.765 ACRES MORE OR LESS.~~

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

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

~~THE ABOVE DESCRIBED PARCEL CONTAINS 18.793 ACRES MORE OR LESS.~~

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

~~AS A POINT OF BEGINNING BEING THE NORTHWEST CORNER OF BEACH VILLAGE AT PALM COAST, RECORDED IN MAP BOOK 36, PAGES 92 AND 93 ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE (A 200 FOOT RIGHT-OF-WAY); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 780.98 FEET, A RADIUS OF 2110.00 FEET, A DELTA OF 21°12'26", A CHORD BEARING N12°22'22"W AND A CHORD DISTANCE OF 776.53 FEET TO A POINT ON A NON-TANGENT LINE; THENCE N67°01'25"E DEPARTING SAID CURVE AND RIGHT-OF-WAY LINE FOR DISTANCE OF 100.00 FEET; THENCE S23°53'12"E FOR A DISTANCE OF 875.00 FEET TO A POINT ON THE NORTH LINE OF SAID BEACH VILLAGE AT PALM COAST; THENCE N89°29'02"W ALONG SAID NORTH SUBDIVISION LINE FOR A DISTANCE OF 280.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.~~

~~THE ABOVE DESCRIBED PARCEL CONTAINS 3.008 ACRES MORE OR LESS.~~

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

~~A POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF GOVERNMENT SECTION 2, THENCE NORTH 01°13'06" WEST ALONG THE WEST LINE OF SECTION 2 A DISTANCE OF 3107.53 FEET, THENCE DEPARTING SAID SECTION LINE NORTH 08°46'54" EAST A DISTANCE OF 154.23 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COLBERT LANE (200' R/W) AND THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING ON A CURVE, THENCE 317.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 02°21'02", A RADIUS OF 7734.00 FEET, A CHORD BEARING OF NORTH 04°05'50" EAST AND A CHORD DISTANCE OF 317.25 FEET TO A POINT OF REVERSE CURVATURE, THENCE 77.96 FEET ALONG THE ARC OF A CURVE TO THE~~

~~RIGHT (CONCAVE SOUTHEASTERLY) HAVING A CENTRAL ANGLE OF 09°20'15", A RADIUS OF 50.00 FEET, A CHORD BEARING OF NORTH 47°35'27" EAST AND A CHORD DISTANCE OF 70.30 FEET TO A POINT OF TANGENCY, THENCE SOUTH 07°44'26" EAST A DISTANCE OF 187.45 FEET, THENCE SOUTH 02°15'34" WEST A DISTANCE OF 361.36 FEET, THENCE NORTH 00°55'51" WEST A DISTANCE OF 247.67 FEET TO THE POINT OF BEGINNING.~~

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

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

~~PARCEL CONTAINING 5.3512 ACRES MORE OR LESS.~~

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

~~AS A POINT OF REFERENCE BEING THE SOUTH QUARTER (¼) CORNER OF SAID GOVERNMENT SECTION 2 THENCE NORTH 88°27'05" EAST ALONG THE SOUTHERLY LINE OF SECTION 2 A DISTANCE OF 24.59 FEET TO A POINT ON A CURVE BEING THE WESTERLY RIGHT-OF-WAY OF SAID ROBERTS ROAD (80' R/W), THENCE DEPARTING SAID SECTION LINE NORTHWESTERLY 298.27 FEET ALONG SAID RIGHT-OF-WAY AND CURVE TO THE RIGHT (CONCAVE NORTHEASTERLY) HAVING A CENTRAL ANGLE OF 11°05'57", A RADIUS OF 1539.72 FEET, A CHORD BEARING OF NORTH 27°57'05" WEST AND A CHORD DISTANCE OF 297.80 FEET TO A POINT OF TANGENCY, THENCE NORTH 22°24'07" WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 1406.91 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE DEPARTING SAID RIGHT-OF-WAY SOUTH 67°35'53" WEST A DISTANCE OF 370.00 FEET, THENCE NORTH 22°24'07" WEST A DISTANCE OF 570.00 FEET, THENCE NORTH 67°35'53" EAST A DISTANCE OF 370.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF ROBERTS ROAD (80' R/W) THENCE SOUTH 22°24'07" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 570.00 FEET TO THE POINT OF BEGINNING.~~

~~PARCEL CONTAINING 4.8416 ACRES MORE OR LESS.~~

~~TOGETHER WITH:~~

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

~~A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF SAID GOVERNMENT SECTION 10, TOWNSHIP 12 SOUTH, RANGE 31 EAST, THENCE SOUTH 01°23'05" EAST ALONG THE EAST LINE OF SECTION 10 A DISTANCE OF 1280.24 FEET, THENCE SOUTH 89°37'11" WEST 738.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE SOUTH~~

~~00°04'45" EAST 1316.81 FEET TO A NON-TANGENT CURVE, THENCE 872.51 FEET ALONG THE ARC TO THE LEFT (CONCAVED SOUTH) HAVING CENTRAL ANGLE OF 02°42'13", A RADIUS OF 23,042.76 FEET, A CHORD BEARING OF SOUTH 89°09'51" WEST AND A CHORD DISTANCE OF 872.49 FEET, THENCE NORTH 01°23'05" WEST A DISTANCE OF 1328.00 FEET, THENCE NORTH 89°37'15" EAST A DISTANCE OF 902.62 PLUS OR MINUS TO THE POINT OF BEGINNING.~~

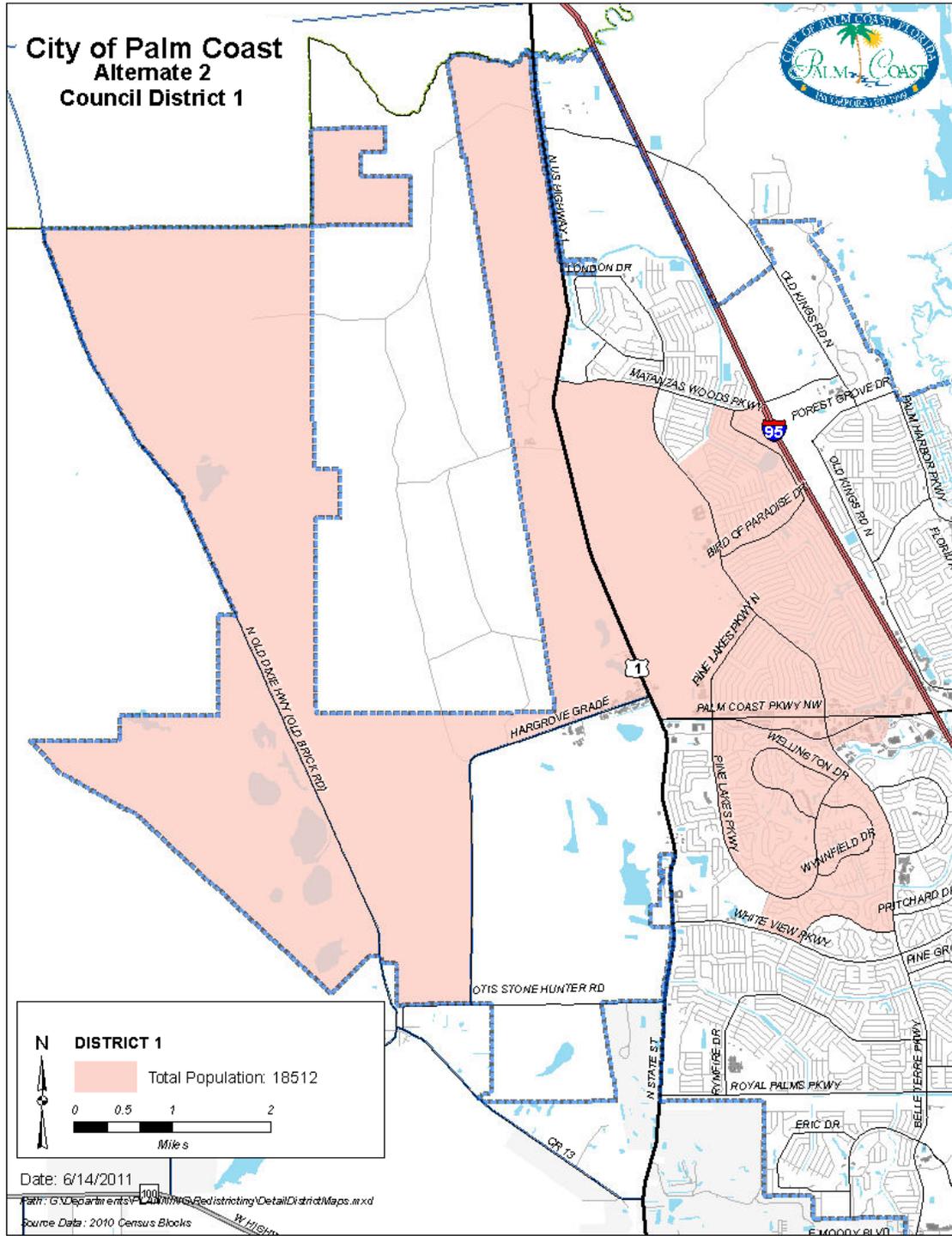
~~(2) — City Council district boundaries. The City Council district boundaries for the districts of the City Council are hereby created and established and shall exist as follows:~~

~~The City shall be divided into four (4) Council Districts by an ordinance of the City. This ordinance shall comply with the general laws governing district boundaries. Following each decennial census, the City Council shall by ordinance adjust the boundaries of the City Council districts according to general law. In addition, the City Council may, at its discretion, adjust the districts provided that any such adjustment will not take place less than one year before an election. The Council may appoint a special commission to develop district boundaries, use consulting firms specializing in the process and/or use such other public governmental resources as are available to develop a plan for districts and to adjust the district boundaries when required.~~

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

District 1:

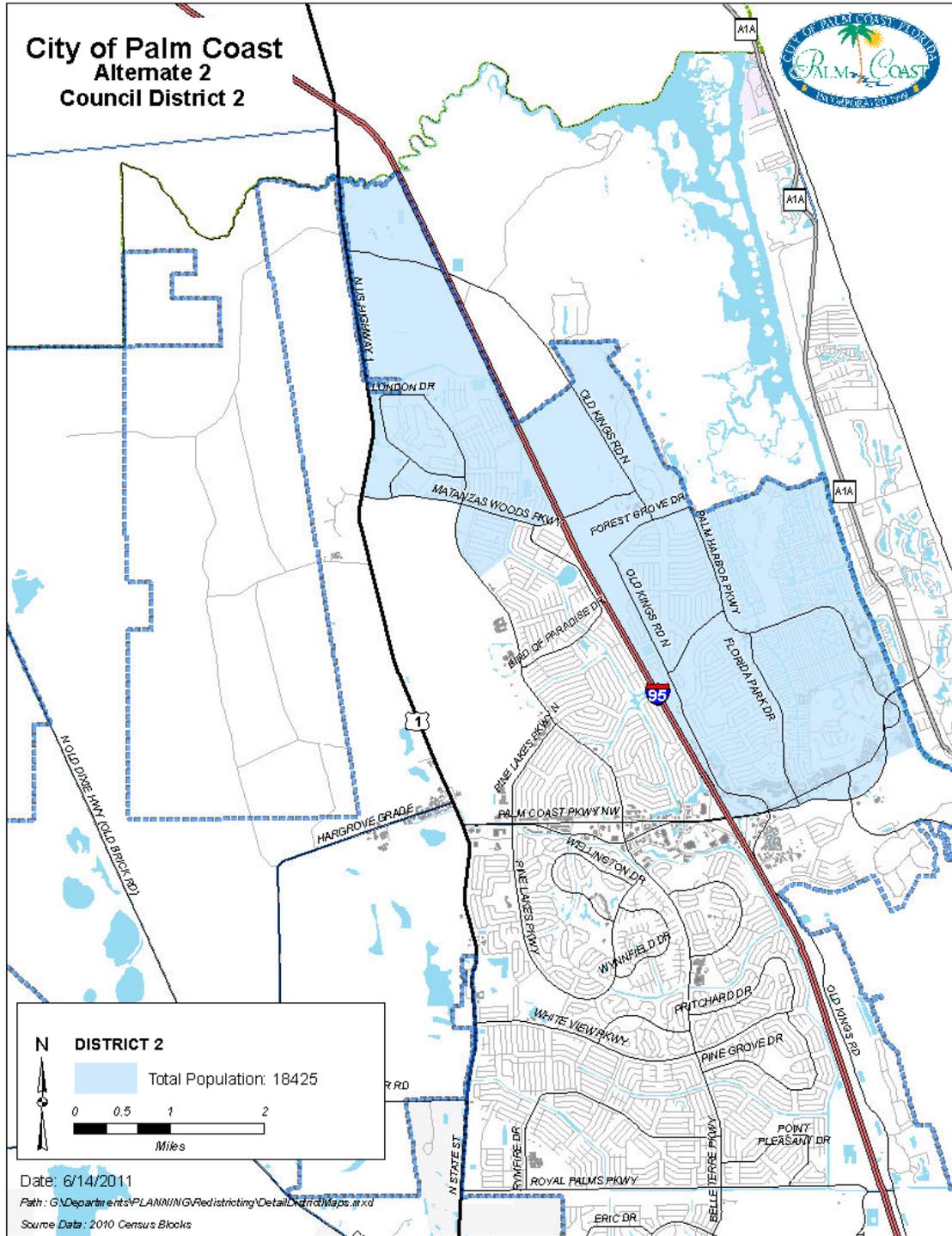
~~Beginning at the intersection of Palm Coast Parkway and I-95, follow I-95 north (ca. 3.61 miles) until it intersects with Matanzas Woods Parkway. Turn west and follow Matanzas Woods Parkway (ca. .51 miles) to the centerline of the Belleaire Waterway. Turn south and follow the Belleaire Waterway (ca.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



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

District 2:

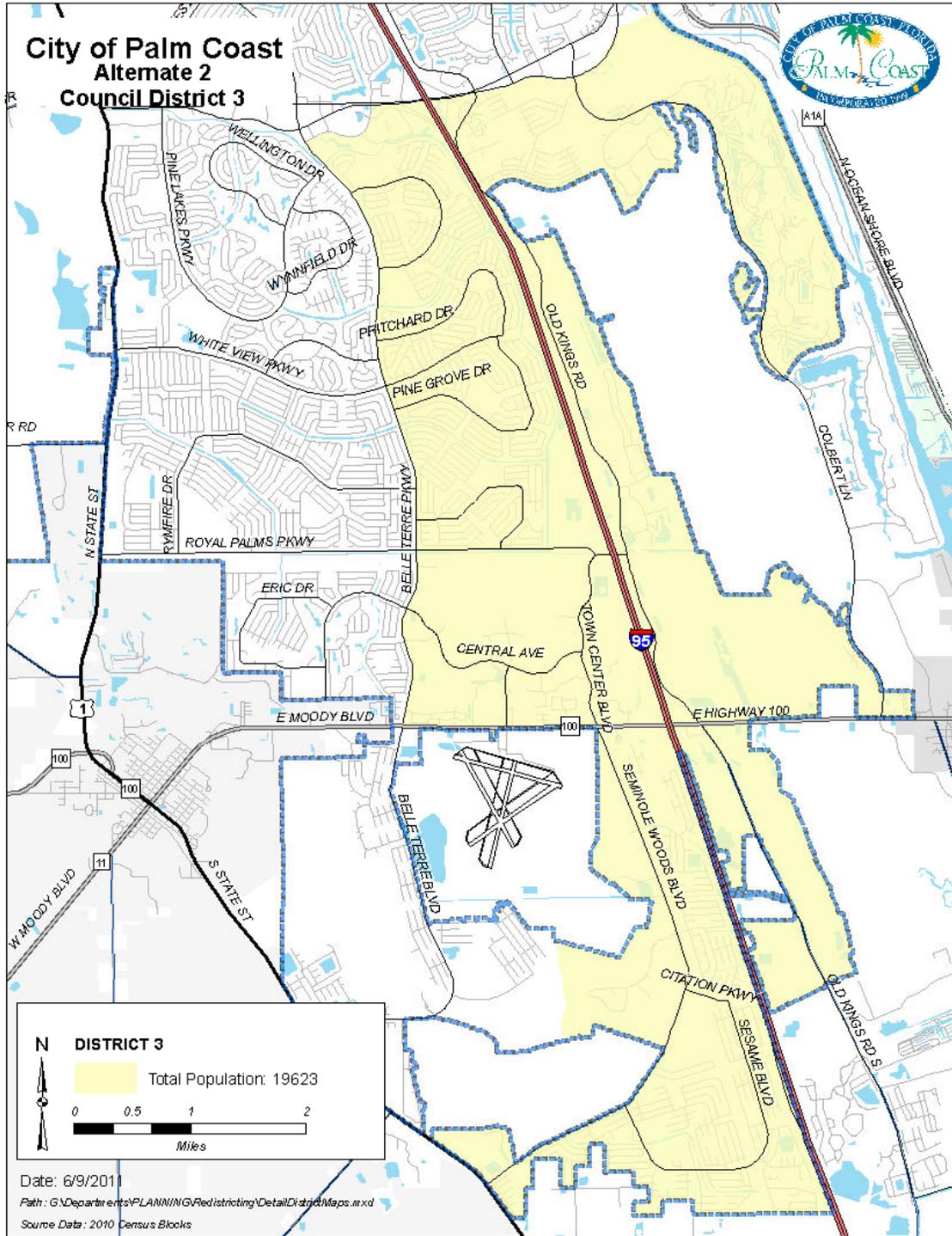
~~Beginning at the intersection of Palm Coast Parkway and I-95, follow I-95 north (ca. 3.61 miles) until it intersects with Matanzas Woods Parkway. Turn west and follow Matanzas Woods Parkway (ca. .51 miles) to the centerline of the Belleaire Waterway. Turn south and follow the Belleaire Waterway ( ca.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



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

District 3:

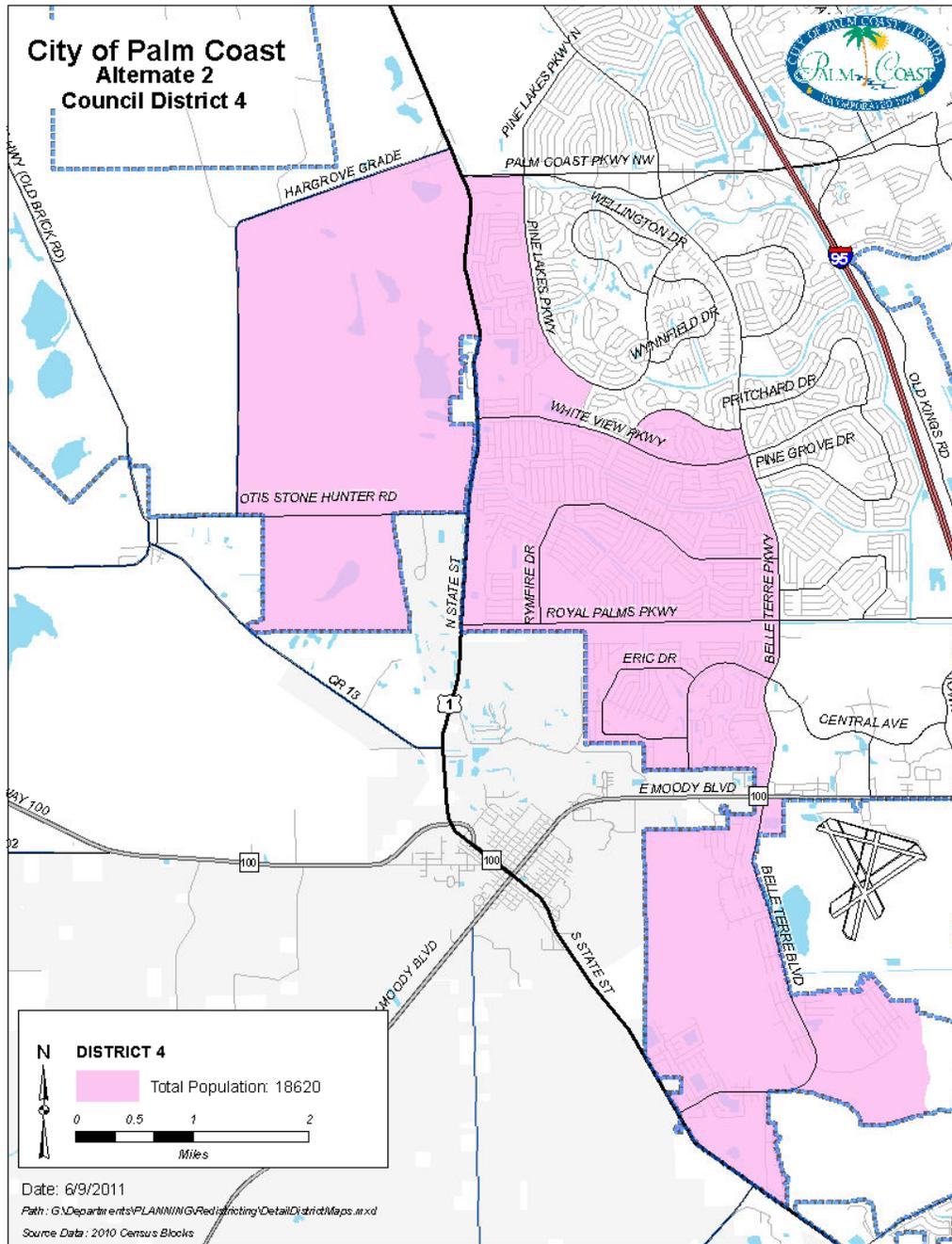
~~Beginning at the intersection of Palm Coast Parkway and I-95 travel west on Palm Coast Parkway (ca. .47 miles) to Cypress Point Parkway. Turn south and follow Cypress Point Parkway (ca. .80 miles) until it intersects with Belle Terre Parkway. Turn south and follow Belle Terre Parkway (ca. 5.35 miles)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



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

District 4:

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



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

Sec. 10 Art. IX. - General provisions.

(1) *Charter amendment.* This Charter may be amended in accordance with the provisions of the Municipal Home Rule Powers Act, chapter 166, Florida Statutes, as the same may be amended from time to time, or as may otherwise be provided by general law. The form, content, and certification of any petition to amend shall be established by ordinance.

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

Commented [MK2]: NOTE: §(2). Charter Review; subject to separate ballot question.

(a) *Schedule.* The Charter shall be reviewed no sooner than 10 years after the creation of the City of Palm Coast on December 31, 1999, and thereafter it may be reviewed every 10 years.

(b) *Charter Review Committee.* A five-member Charter Review Committee shall be appointed. Each district council member shall appoint one member from his or her district, and the Mayor shall appoint one member at large. The Palm Coast City Council shall fund this committee. The Charter Review Committee shall be appointed at least one year before the next scheduled general election and complete its work and present any recommendations for change no later than 60 days before the general election. The Palm Coast City Council shall hold a minimum of two public hearings on the proposed changes to the Charter prior to placing the proposed changes on the scheduled general election ballot.

(3) *Initiative and referendum.* At least ~~25~~ 10 percent of the qualified electorate of the City shall have the power to petition the Council to propose an ordinance or to require reconsideration of an adopted ordinance, or to propose an amendment to this Charter. ~~2~~ If the Council fails to adopt such ordinance or amendment so proposed, or to repeal such adopted ordinance, without any change in substance, then the Council shall place the proposed ordinance or amendment, or the repeal of the adopted ordinance, on the ballot at the next general election. This Procedure for such initiative or referendum shall be as established by ordinance.

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

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

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

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

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

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

- (d) *Support.* It shall be the responsibility of the City Manager to provide staff assistance and technical data to the districting commission.
  - (e) *Procedure.* The procedure for the Council's consideration of the report shall be the same as for other ordinances, provided that any summary of the ordinance published pursuant to this Charter and general law must include both the map and a description of the recommended districts.
  - (f) *Failure to enact ordinance.* After receipt of the commission report, the Council shall adopt a redistricting ordinance at least 90 days before the next regular City election. If the Council fails to do so by such date, the report of the districting commission shall go into effect and have the effect of an ordinance.
  - (g) *Effect of enactment.*
    - 1. The new council districts and boundaries, as of the date of enactment, shall supersede previous council districts and boundaries for all the purposes of the next regular City election, including qualifications.
    - 2. The new council districts and boundaries shall supersede previous council districts and boundaries for all other purposes as of the date all Council members take office who were elected subsequent to the effective date of the new districts.
    - 3. All district seats not up for election, but which as a result of the redistricting no longer have Council members who live within the district, shall be declared vacant for purposes of the next regularly scheduled election. Such election shall, in order to preserve the staggering of the terms, be for either four years or for the remaining two years of the term, depending on the district vacant.
- (5) *Standards of conduct.* All elected officials and employees of the City shall be subject to the standards of conduct for public officers and employees set by general law. In addition, the City Council may, by ordinance, establish a code of ethics for officials and employees of the City, which may be supplemental to general law, but in no case may such an ordinance diminish the provisions of general law.

(H. B. No. 527, § 4, 5-1-02)

**Footnotes:**

~~—(2)—~~

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

~~Sec. 11~~**Art X.** - Severability.

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

(H. B. No. 527, § 5, 5-1-02)

~~Sec. 12.—Transition schedule.~~

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

(H. B. No. 527, § 6, 5-1-02)

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 3/20/2018

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	2702	<b>Account</b>
<b>Subject</b>	ORDINANCE 2018-XX TO REZONE 9.09 +/- ACRES FROM COM-2 AND PSP TO PALM TOWN CENTER MPD	
<b>Background :</b>	<p>The subject site of 9.09 +/- acres comprises most of the land within Midway Park Subdivision and the Midway Park 1<sup>st</sup> Addition. The original subdivision was platted through Flagler County on April 4, 1957 and the first addition was platted shortly thereafter. Midway Drive was never improved as a paved roadway and only minimal infrastructure improvements have been constructed. However, many of the lots were developed for homes, mobile homes or small businesses during the later portion of the 20<sup>th</sup> Century.</p> <p>After 2000, some of the properties had fallen into disrepair and the City Council adopted a Gateway Overlay District on the Midway Park Subdivision and Midway Park 1<sup>st</sup> Addition that also extended further to the east about 1700 feet and included the Whispering Pines Subdivision. City Council also setup the Palm Coast Redevelopment Area (CRA) to assist in the redevelopment of this key area. By 2005, City Council had started purchasing many of the properties in the Midway Park Subdivision with the intent of aggregating the parcels so a larger well planned project could be developed on the site that was a key entryway into the Town Center urban area.</p> <p>On December 16, 2016, City Council approved a sales contract selling the City owned property within this MPD Rezoning to Palm Town Center, LLC (see Resolution #16-471) which was later assigned to Palm Wagas IV, LLC. This sales contract requires Palm Wagas IV, LLC to rezone the subject property to an MPD. Staff has been working with the developer on resolving numerous development related issues over the last 15 months so the subject property may be rezoned to a MPD and Phase 1 of the subject property may be developed after approval of a Technical Site Plan and applicable platting actions.</p> <p>The developer Palm Wagas IV, LLC intends to redevelop the subject property into a retail project in two phases. Phase 1 would include the southern portion of the site that is intended for a 6,119 square foot Wawa convenience store with gas pumps located directly at the corner of SR 100 and Bulldog Drive and an over-sized retention stormwater pond located in the NE corner of Phase 1.</p> <p>Additionally, via a separate application the developers have requested to vacate the westerly 24 feet of the 50-foot wide Midway Drive right-of-way for a depth of about 370 feet from SR 100 so there is sufficient width along SR 100 to develop the Wawa convenience store. The developer proposes to construct a new paved public roadway on the remaining 26 feet of Midway Drive right-of-way and then on the north side of the proposed convenience store have the proposed paved roadway make a 90-degree turn to the west in order to connect Midway Drive with Bulldog Drive. This can be viewed on Exhibit "B" - MPD Master Plan of the Palm Town Center MPD Development Agreement.</p> <p>Phase 2 currently has no specific development plan but is rather intended to allow for general retail and commercial uses in likely several buildings with an expected gross floor area of up to 30,000 square feet.</p> <p>On February 21, 2018, the Planning and Land Development Regulation Board reviewed this application and voted unanimously by a 6-0 vote to recommend approval to the City Council. No</p>	

one from the public spoke for or against the project at this hearing.

**Recommended Action :**

Planning staff and the Planning and Land Development Regulation Board recommend to City Council approval to rezone 9.09 +/- acres from General Commercial (COM-2) and Public/Semi-Public (PSP) to Palm Town Center Master Planned Development (MPD).



**COMMUNITY DEVELOPMENT DEPARTMENT  
STAFF REPORT FOR APPLICATION #3448  
CITY COUNCIL ON MARCH 20, 2018**

**OVERVIEW**

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**Application Number:** 3448

**Applicant:** Palm Wagas IV, LLC and Palm Town Center, LLC

**Property Description:** 9.09 +/- acres of property located at the northeast corner of SR 100 (Moody Boulevard) and Bulldog Drive

**Property Owners:** Palm Wagas IV, LLC, Palm Town Center, LLC and City of Palm Coast

**Parcel ID #:** Numerous

**Current FLUM designation:** Mixed Use

**Current Zoning designation:** General Commercial (COM-2) on SW portion  
Public/Semi-Public (PSP) on balance of site

**Current Use:** Abandoned home and vacant land

**Size of subject property:** 9.09 +/- acres

**Requested Action:** Rezoning from General Commercial (COM-2) and Public/Semi-Public (PSP) to Palm Town Center Master Planned Development (MPD)

**Recommendation:** Approval

**ANALYSIS**

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**REQUESTED ACTION**

Palm Wagas IV, LLC and Palm Town Center, LLC as property owners and contracted purchasers of the City owned property, are proposing to rezone 9.09 +/- acres of primarily vacant land located at the northeast corner of SR 100 (Moody Blvd.) and Bulldog Drive, from General Commercial (COM-2) and Public/Semi-Public (PSP) to Palm Town Center MPD for general commercial and retail uses.

**BACKGROUND/SITE HISTORY**

The subject site of 9.09 +/- acres comprises most of the land within Midway Park Subdivision and the Midway Park 1<sup>st</sup> Addition. The original subdivision was platted through Flagler County on April 4, 1957 and the first addition was platted shortly thereafter. Midway Drive was never improved as a paved roadway and only minimal infrastructure improvements have been constructed. However, many of the lots were developed for homes, mobile homes or small businesses during the later portion of the 20<sup>th</sup> Century.

After 2000, some of the properties had fallen into disrepair and the City Council adopted a Gateway Overlay District on the Midway Park Subdivision and Midway Park 1<sup>st</sup> Addition that also extended further to the east about 1700 feet and included the Whispering Pines Subdivision. City Council also setup the Palm Coast Redevelopment Area (CRA) to assist in the redevelopment of this key area. By 2005, City Council had started purchasing many of the properties in the Midway Park Subdivision with the intent of aggregating the parcels so a larger well planned project could be developed on the site that was a key entryway into the Town Center urban area.

On December 16, 2016, City Council approved a sales contract selling the City owned property within this MPD Rezoning to Palm Town Center, LLC (see Resolution #16-471). This sales contract requires Palm Town Center, LLC to rezone the subject property to an MPD. Staff has been working with the developer on resolving numerous development related issues over the last 15 months so the subject property may be rezoned to a MPD and Phase 1 of the subject property may be developed after approval of a Technical Site Plan and applicable platting actions.

## PROJECT DESCRIPTION

The developer (Palm Wagas IV, LLC intendd to redevelop the subject property into a retail project in two phases. Phase 1 would include the southern portion of the site that is intended for a 6,119 square foot Wawa convenience store with gas pumps located directly at the corner of SR 100 and Bulldog Drive and an over-sized retention stormwater pond located in the NE corner of Phase 1.

Additionally, via a separate application the developers have requested to vacate the westerly 24 feet of the 50-foot wide Midway Drive right-of-way for a depth of about 370 feet from SR 100 so there is sufficient width along SR 100 to develop the Wawa convenience store. The developers propose to construct a new paved public roadway on the remaining 26 feet of Midway Drive right-of-way and then on the north side of the proposed convenience store have the proposed paved roadway make a 90-degree turn to the west in order to connect Midway Drive with Bulldog Drive. This can be viewed on Exhibit "B" - MPD Master Plan of the Palm Town Center MPD Development Agreement.

Phase 2 currently has no specific development plan but is rather intended to allow for general retail and commercial uses in likely several buildings with an expected gross floor area of up to 30,000 square feet.

## LAND USE AND ZONING INFORMATION

### USE SUMMARY TABLE:

CATEGORY:	EXISTING:	PROPOSED:
Future Land Use Map (FLUM)	Mixed Use	Mixed Use
Zoning District	COM-2 and PSP	Master Plan Development (MPD)
Overlay District	Gateway	Gateway
Use	Vacant land	Retail and general commercial
Acreage (includes ROW area)	9.09 +/- acres	9.09 +/- acres
Access	SR 100 and Bulldog Drive	SR 100 and Bulldog Drive

### SURROUNDING LAND USES:

NORTH:	FLUM: Zoning:	DRI (Urban Core) Town Center MPD
SOUTH:	FLUM: Zoning:	Commercial High Intensity (Flagler County) PUD for commercial (Flagler County)
EAST:	FLUM: Zoning:	Mixed Use, DRI (Urban Core) and Conservation COM-2, PSP, and Town Center MPD
WEST:	FLUM: Zoning:	Institutional Public/Semi-Public (PSP)

## ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.05.05

The Unified Land Development Code, Chapter 2, Part II, Section 2.05.05 states: *When reviewing a development order application, the approval authority shall determine whether sufficient factual data was presented in order to render a decision. The decision to issue a development order shall be based upon the following, including but not limited to:*

*A. The proposed development must not be in conflict with or contrary to the public interest;*

**Staff Finding:** The proposed development is not in conflict with, or contrary to, the public interest as the proposed MPD for general commercial and retail uses will be compatible with the surrounding properties having zoning of COM-2, PSP, and Town Center MPD.

*B. The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;*

**Staff Finding:** The request is consistent with the following objectives and policies of the Comprehensive Plan:

- **Chapter 1 Future Land Use Element:**

*-Policy 1.1.1.2 – The future land use designations shall permit the zoning districts listed and generally described in the following table.*

The FLUM designates the subject property as Mixed Use and Master Planned Development (MPD) and General Commercial (COM-2) are allowed zoning districts for the Mixed Use designation on this FLUM table. The subject property is proposed for a MPD rezoning utilizing General Commercial (COM-2) standards for the base zoning district standards.

*-Policy 1.1.2.2 – Permitted densities and intensities within a MPD shall generally follow those allowed within the corresponding zoning districts associated with the land use designation assigned to the property. Deviations from these density and intensity standards may be permissible in order to promote and encourage creatively planned projects and in recognition of special geographical features, environmental conditions, economic issues, or other unique circumstances.*

The proposed zoning reclassification is Master Planned Development (MPD) that uses the General Commercial (COM-2) Zoning District for its base standards. Modifications have been supported for this redevelopment project by staff due to the key economic issues and unique circumstances that exist for this redevelopment project.

*-Policy 1.1.4.1 – The Mixed Use land use designation is intended to provide opportunities for residents to work, shop, engage in recreational activities, and attend school and religious services in reasonably close proximity to residential dwellings.*

The proposed project should provide retail shopping opportunities for numerous existing and future residential homes in neighborhoods within two miles of the site, students attending Flagler Palm Coast High School, residents attending churches in the area, and motorists along SR 100 and I-95.

- **Chapter 2 Transportation Element:**

*-Policy 2.2.1.1 – The City shall enforce regulations in the LDC requiring commercial development to provide roadway connections to adjacent commercial development and to provide for future connections, where feasible.*

The developer will be constructing Midway Drive in Phase 1 and this will allow two COM-2 properties to the east of Midway Drive to gain access not only to Midway Drive but onto the balance of the subject property and west to Bulldog Drive. The developer has also shown a future cross-connection in Phase 2 to the undeveloped commercial property to the east so that visitors to one project can visit the other project without getting back onto the public roadway network.

*C. The proposed development must not impose a significant financial liability or hardship for the City;*

**Staff Finding:** Public roadways and public utilities are adequate and available to serve the site.

*D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;*

**Staff Finding:** The proposed standards in the MPD rezoning will allow for development of general commercial and retail uses that will be in harmony with the surrounding area of mixed commercial uses, institutional uses, and residential homes.

*E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.*

**Staff Finding:** The subject property will be required to comply with the City's Land Development Code, Comprehensive Plan, and the requirements of all other applicable agencies throughout the development process.

#### **ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.09.04**

The Unified Land Development Code, Chapter 2, Part II, Sec. 2.09.04 states, "*The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, when reviewing a master planned development application:*"

*A. Consistency with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan.*

**Staff Finding:** As previously stated, the proposed application is consistent and furthers the goals and objectives of the Comprehensive Plan.

*B. Consistency with the general intent of the LDC.*

**Staff Finding:** The development standards proposed in the MPD are generally consistent with the standards established for development of a similar nature.

*C. Degree of departure of the proposed development from surrounding areas in terms of character and density/intensity.*

**Staff Finding:** The development standards proposed in the MPD are generally consistent with the standards established for nearby development of a similar nature and also meet the standards of the Gateway Overlay District. The intention of the Gateway Overlay District is for projects to be developed similar in character and architectural style to projects within the Town Center DRI/MPD.

*D. Compatibility within the development and relationship with surrounding neighborhoods.*

**Staff Finding:** The proposed uses are similar to newer development in the area and are compatible with the surrounding neighborhood.

*E. Adequate provision for future public education and recreation facilities, transportation, water supply, sewage disposal, surface drainage, flood control, and soil conservation as shown in the development plan.*

**Staff Finding:** The subject project will be analyzed in further detail to determine if there is adequate public infrastructure capacity to serve the development. Other public service needs will be reviewed in more detail as development progresses. The subject project will be required to pay impact fees to accommodate its impact on the public infrastructure and services.

*F. The feasibility and compatibility of development phases to stand as independent developments.*

**Staff Finding:** The application proposes to be developed in two phases and each phase is able to stand on its own.

*G. The availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed development.*

**Staff Finding:** A traffic impact study has been provided that demonstrates that all roadways within the study area with the project's traffic included will operate at an acceptable level of service.

*H. The benefits within the proposed development and to the general public to justify the requested departure from standard development requirements inherent in a Master Planned Development District classification.*

**Staff Finding:** The proposed MPD zoning is located within a community redevelopment area and the proposed development will substantially assist in getting redevelopment initiated after many years of inactivity.

*I. The conformity and compatibility of the development with any adopted development plan of the City of Palm Coast.*

**Staff Finding:** The proposed development site also is located with the Gateway Overlay District and meets all those standards.

*J. Impact upon the environment or natural resources.*

**Staff Finding:** The landowner will submit an environmental resource study prior to approval of a Technical Site Plan for the project.

*K. Impact on the economy of any affected area.*

**Staff Finding:** The proposed rezoning for commercial uses will provide additional economic opportunities in the area.

#### **OTHER REVIEW DATA**

A Traffic Impact Study (TIS) was received from the applicant which showed Phase 1 of the project would generate the following net new trips after estimating (per the *ITE's Trip Generation Handbook, 3<sup>rd</sup> Edition*) that approximately 62% of the trips visiting the 6,119 square foot convenience store with 16 vehicle fueling positions would be pass-by traffic already on adjacent roadways. The net new trips were projected at 191 AM Peak Hour trips, 157 Mid-Day Peak Hour Trips, 166 PM Peak Hour trips, and 1,960 Weekday Daily Trips. The TIS showed that at build-out with the project's traffic included that all roadway segments and intersections within the study area would operate at an acceptable Level of Service (LOS) except for the intersection of SR 100 and Seminole Woods. However, the project's impact on that FDOT intersection is insignificant as the project's traffic would comprise less than 0.75% (less than 1%) of the intersection's traffic.

## **PUBLIC PARTICIPATION**

Unified Land Development Code Chapter 2, Part II, Section 2.05.02 requires developers or property owners who are requesting to rezone property within the City to notify neighboring property owners within 300 feet of the subject property boundaries and hold a neighborhood information meeting (NIM).

To comply with this standard, City staff notified neighboring property owners via regular mail on January 29, 2018, of an upcoming neighborhood information meeting that was held on February 7, 2018 at 5:00 p.m. in the City Council Workshop Room at City Hall. A total of nine persons attended the meeting including three neighbors, one neighboring property owner's realtor, the developer, developer's engineer, two representatives from Wawa, and a City Planner.

City Planner Bill Hoover started the meeting off with a brief summary of the proposed MPD Rezoning boundary, showed a graphic displaying the partial vacation of Midway Drive and the new looped paved roadway proposed by the developer, and stated only Phase 1 was intended to be developed at this time for a Wawa convenience store with gas pumps and with a large stormwater pond located NE of the Wawa convenience store.

One neighbor (Kathleen McGann who owns the vacant home at 3 Midway Drive and is part owner of the auto sales business at 2 Midway Drive) mentioned that she had heard the road would be elevated several feet higher than the existing height of Midway Drive (unimproved gravel roadway) and was concerned about flooding and its impact on vehicular access for her properties located at the NE corner of Midway Drive and SR 100. The applicants' engineer Jennifer Stickler and Planner Bill Hoover responded to these concerns by advising the road would be built to City design standards and the runoff from the new roadway would drain into the proposed over-sized stormwater system. They also noted the stormwater system would be reviewed by the City's stormwater engineer, St. Johns River Water Management District and FDOT.

Another neighboring property (Kathleen Hayden who lives at 178 Midway Drive) and her realtor said they were not aware that this project was moving forward as they had heard it had "died" and were very disappointed to learn they were not invited to join in the MPD Rezoning. Mrs. Hayden said she was concerned that the construction and commercial development would have a negative impact on her home and its quietness, privacy and security. Bill Hoover said he was not aware of their desire to include their land within the MPD Rezoning and suggested they should contact Beau Falgout regarding the potential of rezoning their land.

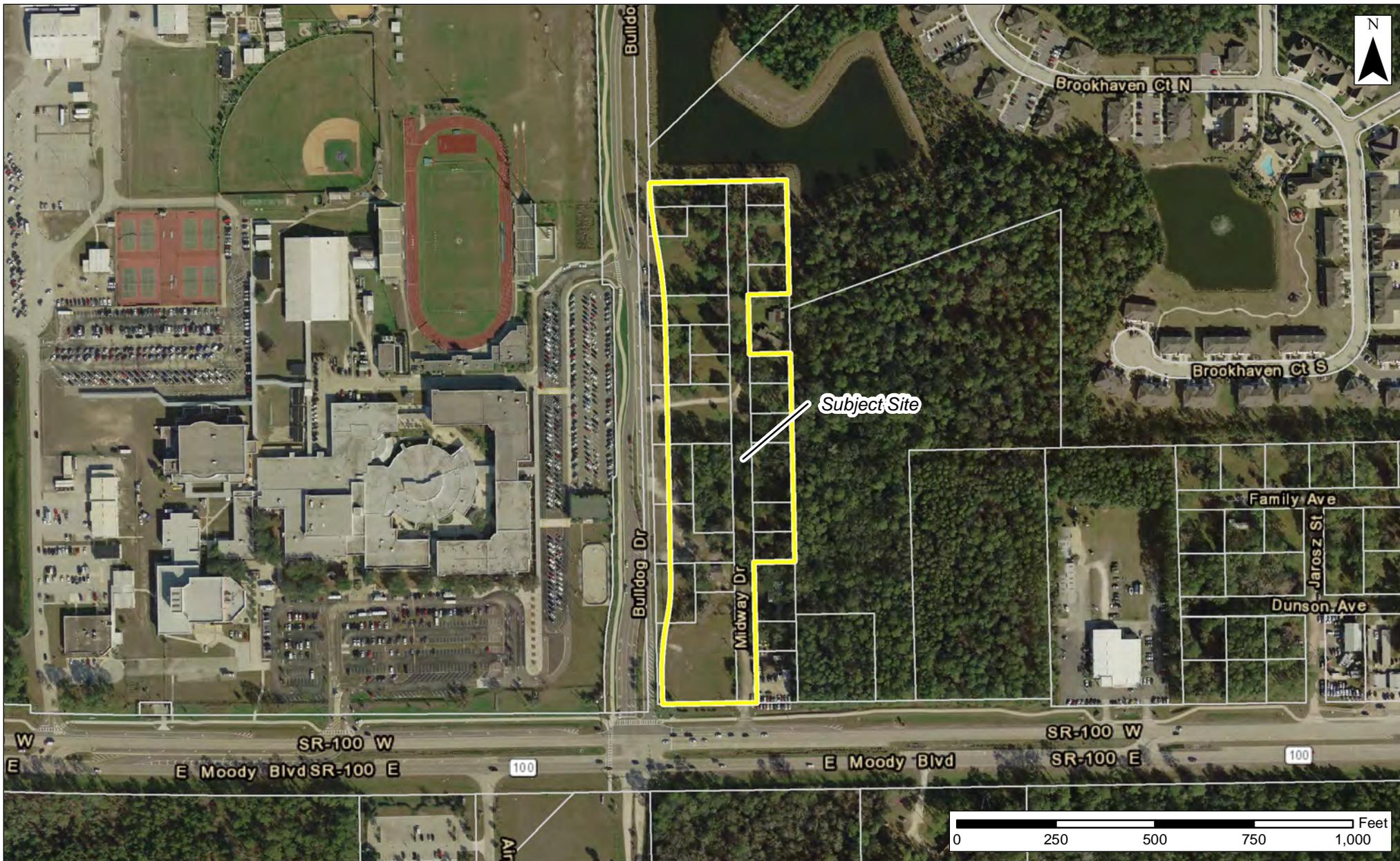
City staff erected three City provided signs on the subject property on February 7, 2018, to notify neighbors and the general public of the upcoming public hearing for the Planning and Land Development Regulation Board on February 15, 2018 and City Council meetings on March 20 and April 3, 2018.

## **PLANNING AND LAND DEVELOPMENT REGULATION BOARD**

On February 21, 2018, the Planning and Land Development Regulation Board reviewed this application and voted unanimously by a 6-0 vote to recommend approval to the City Council. No one from the public spoke for or against the project at this hearing.

## **RECOMMENDATION**

Planning staff and the Planning and Land Development Regulation Board recommend to City Council approval to rezone 9.09 +/- acres from General Commercial (COM-2) and Public/Semi-Public (PSP) to Palm Town Center Master Planned Development (MPD) for retail and commercial uses, Application No. 3448.

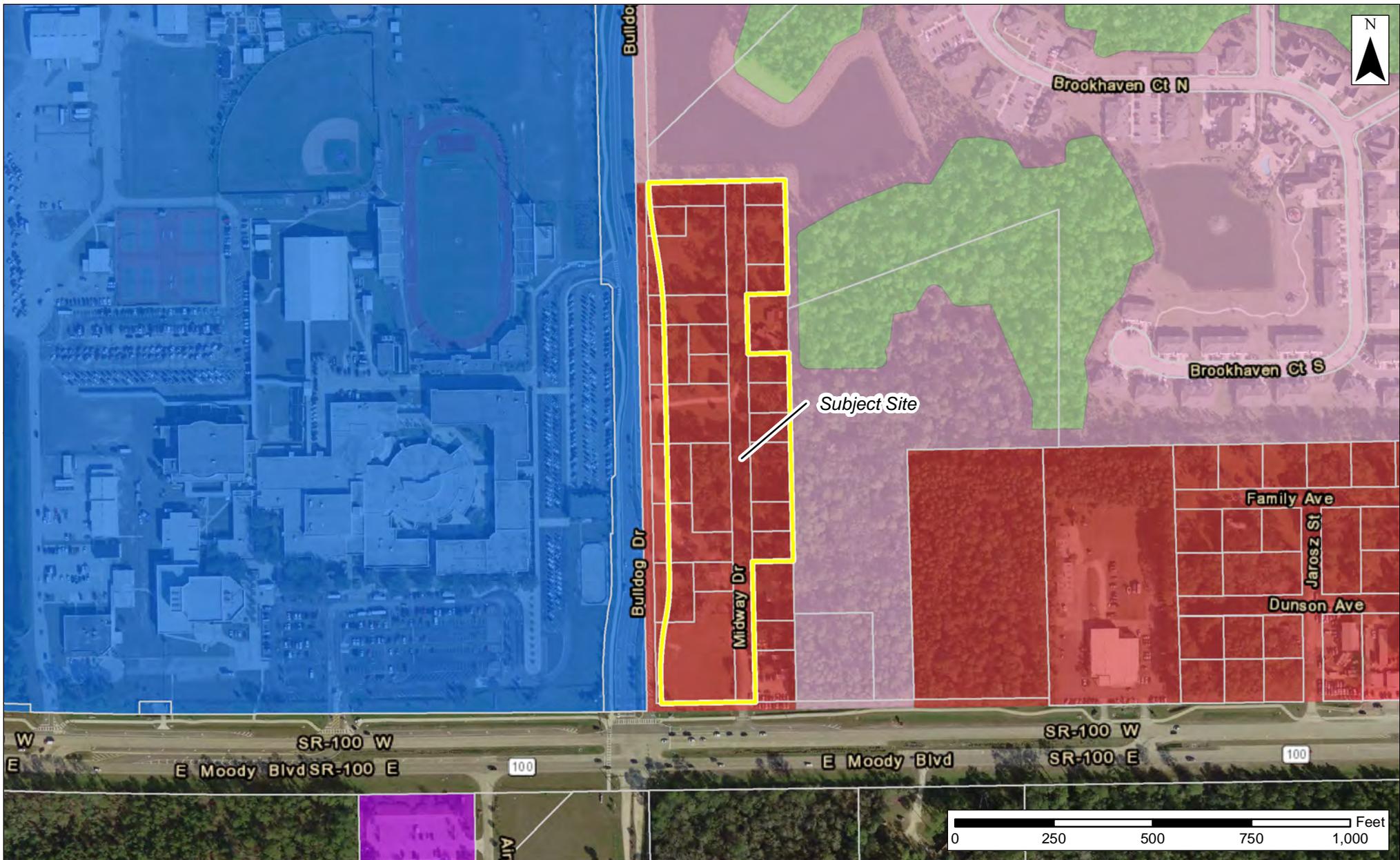


## Large Scale Location Map

- Subject Site
- Parcel Boundaries



**Map Provided by the GIS Division**  
**Date: 1/24/2018**



## FLUM Classification Map

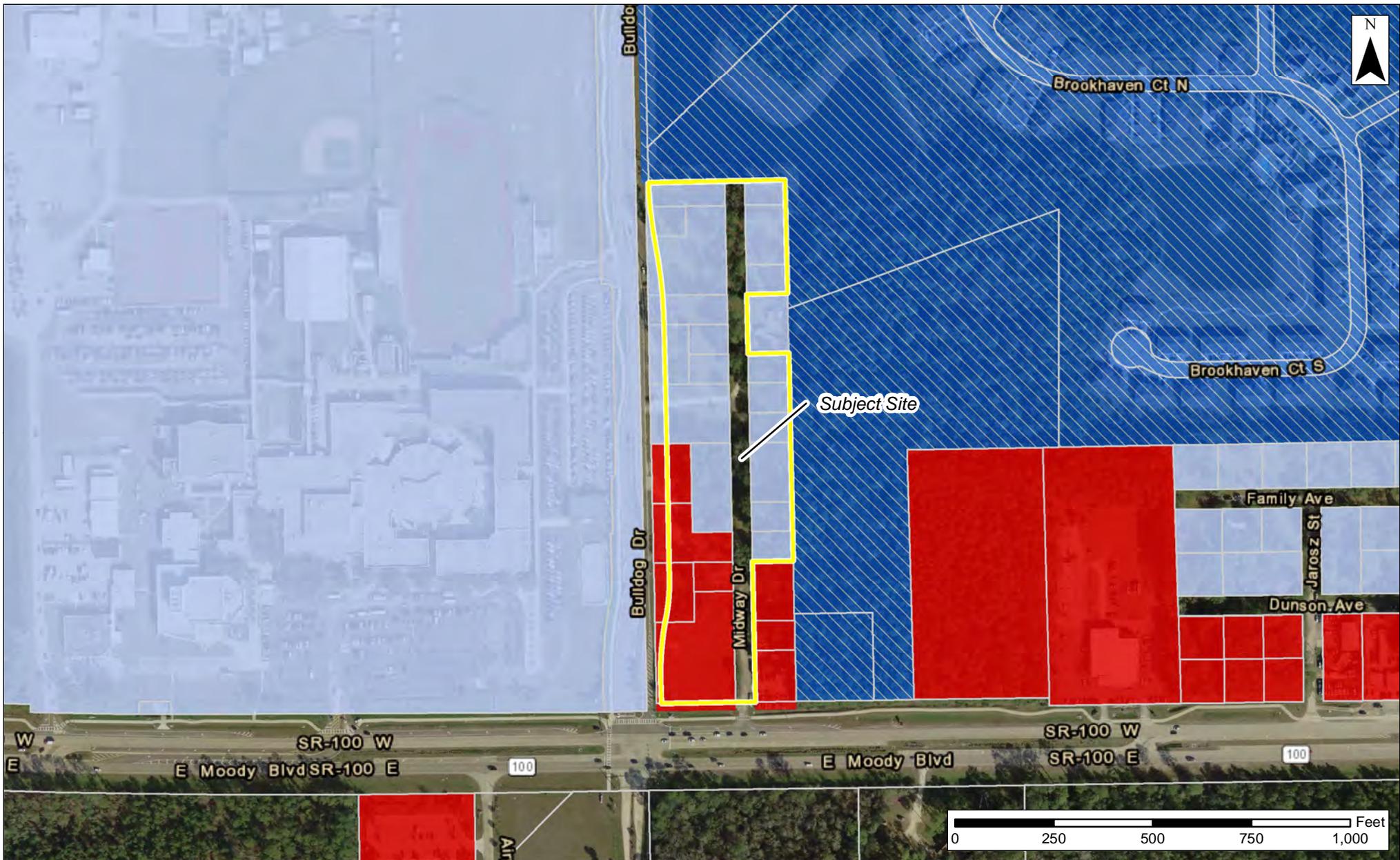
### Palm Coast FLUM Classifications

- |   |                   |   |              |   |                |  |           |
|---|-------------------|---|--------------|---|----------------|--|-----------|
|  | Subject Site      |  | Industrial   |  | DRI-Urban Core |  | Mixed Use |
|  | Parcel Boundaries |  | Conservation |  | Institutional  |  |           |



**Map Provided by the GIS Division**

Date: 1/24/2018



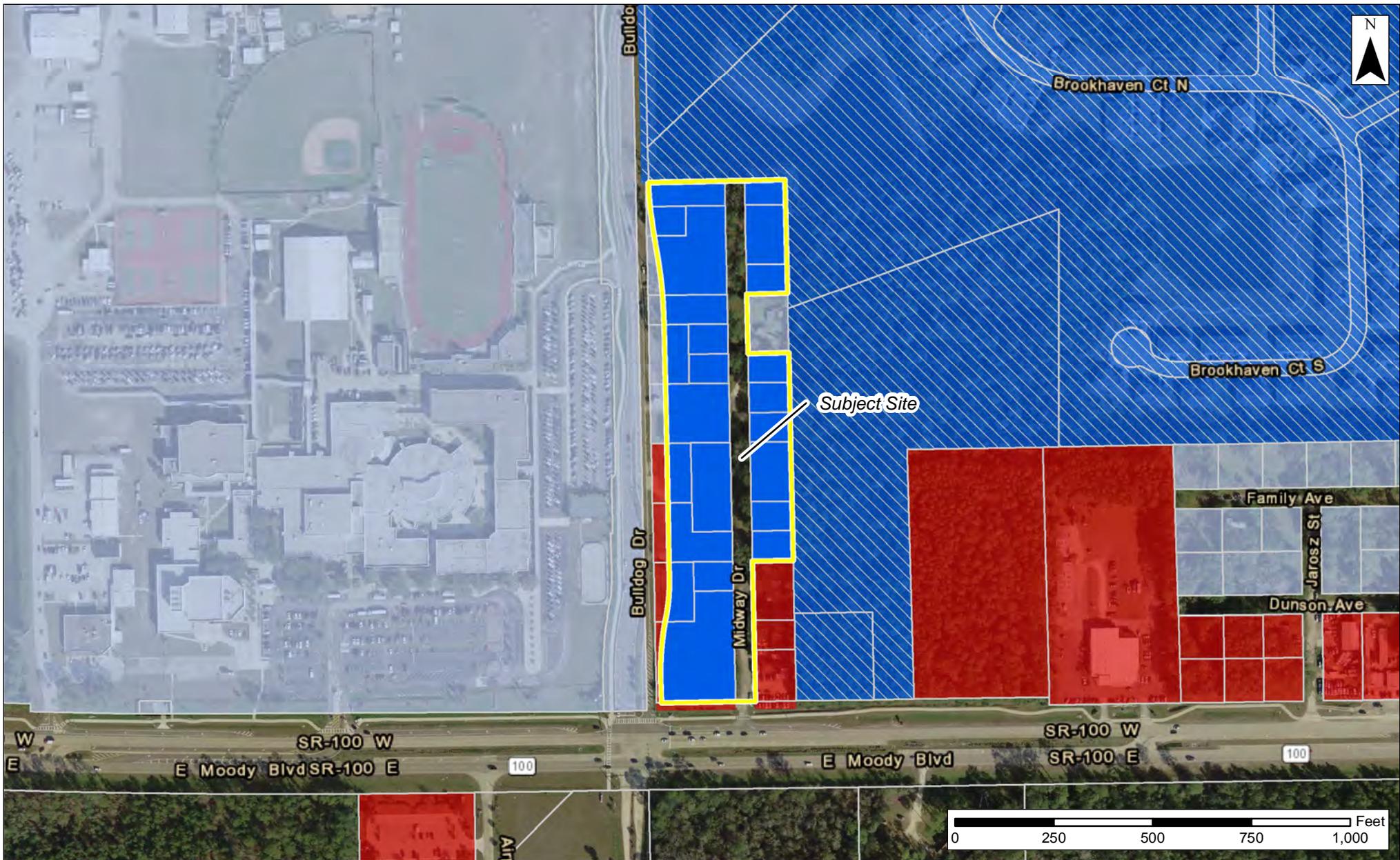
## Existing Zoning Map

- |   |                   |   |       |   |                              |
|---|-------------------|---|-------|---|------------------------------|
|  | Subject Site      |  | COM-2 |  | MPD Pre 11-16-08 Designation |
|  | Parcel Boundaries |  | PSP   |   |                              |



**Map Provided by the GIS Division**

Date: 1/24/2018



## Proposed Zoning Map

 Subject Site

 Parcel Boundaries

### Zoning Districts

 COM-2

 PSP

 MPD Pre 11-16-08 Designation

### Proposed Zoning

 MPD Post 11-16-08 Designation



**Map Provided by the GIS Division**

Date: 1/24/2018



# City of PALM COAST

Community Development Department  
Planning Division

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3736

January 26, 2018

Neighboring Property Owners

Re: Proposed Rezoning of Properties along Midway Drive and Partial Vacation of Midway Drive -  
Adjacent Property Owner Notification of Neighborhood Information Meeting

Dear Property Owners:

A Neighborhood Information Meeting to discuss the proposed rezoning of some properties along Midway Drive and a partial vacation of Midway Drive is scheduled to be held at 5:00 PM on February 7, 2018, at the City Council Workshop Room, located in the Community Development Wing of City Hall at 160 Lake Avenue, Palm Coast, Florida.

The first proposal is to rezone about 8+/- acres of land, some having General Commercial (COM-2) Zoning with the remainder having Public Semi-Public Zoning (PSP) Zoning to Master Planned Development (MPD) Zoning for general retail and commercial uses. The project name is called "Palm Town Center MPD" and is shown on the attached Master Plan Development (Exhibit "B") to be developed in two phases. (Note that some properties located east of Midway Drive are excluded from the area being rezoned.) A second attachment shows the Phase 1 Preliminary Site Plan (Exhibit "C") that provides details showing a proposed Wawa convenience store with gas pumps.

A second related proposal is to partially vacate the westerly 24 feet of the 50 feet wide Midway Drive right-of-way extending northward 335.15 feet from the northern SR 100 right-of-way line, which is shown as the orange area on Exhibit "C". The remaining 26 feet Midway Drive right-of-way will be paved by the developer of the Wawa site and a new paved access way would also be provided behind the Wawa site connecting Midway Drive to Bulldog Drive. The new access way is shown as the yellow area on Exhibit "C".

Some of the properties being rezoned are owned by the City of Palm Coast while others are owned or under purchase contract by the Phase 1 developers (Palm Town Center, LLC and Palm Wagas IV, LLC) who are represented by Brett Mulligan of Unicorp National Development, Inc. If you have any questions you may contact the Palm Coast Planning Department at 386-986-3736 or Brett Mulligan at 407-999-9985 or email through his assistant Christina at [Christina@UNICORPUSA.com](mailto:Christina@UNICORPUSA.com). We look forward to seeing you at the above referenced meeting.

Sincerely,

Bill Hoover, AICP  
Senior Planner

Cc: Brett Mulligan, Unicorp National Development, Inc.

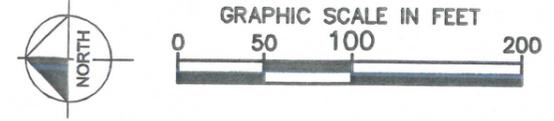
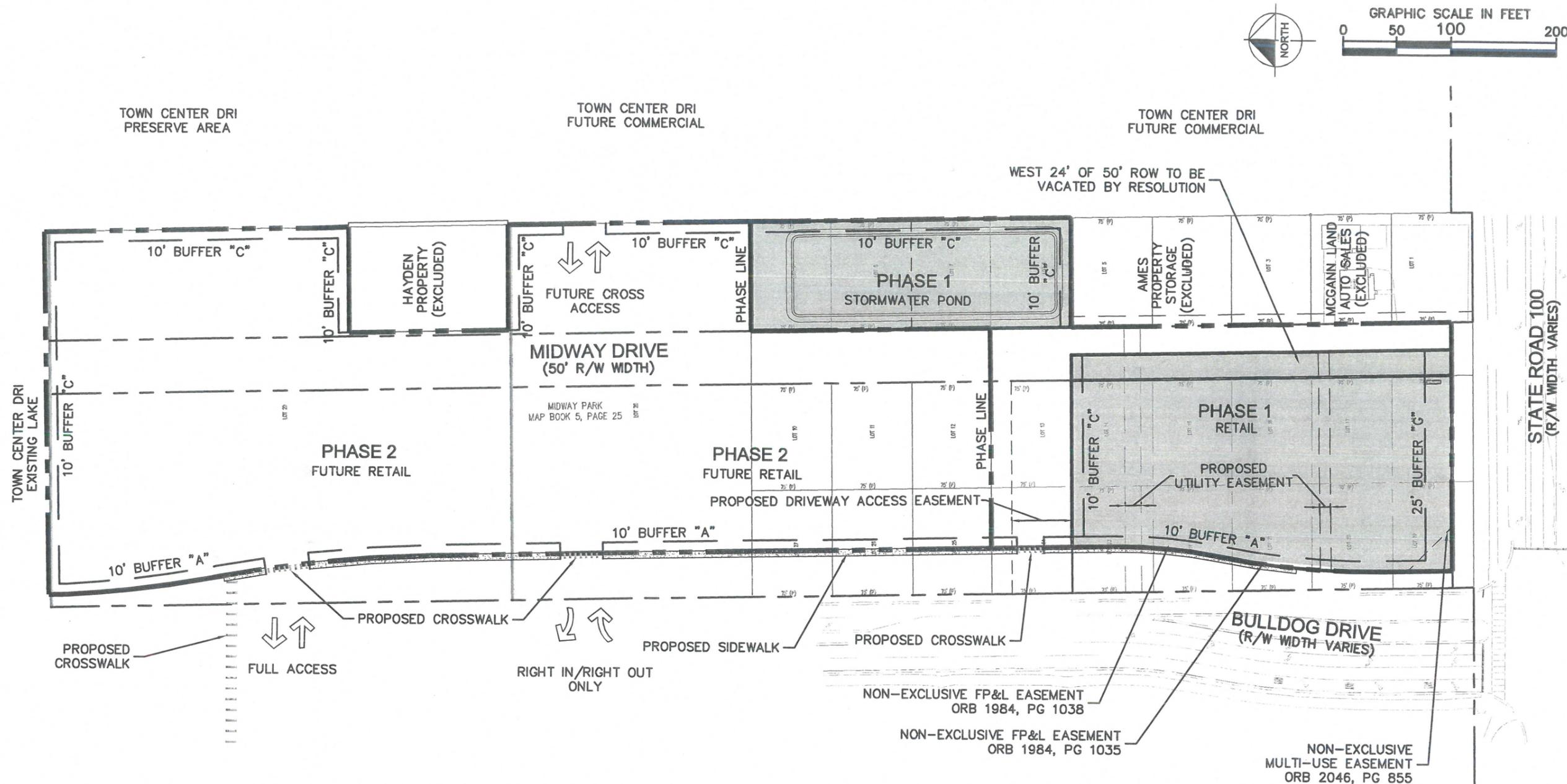


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Plotted By: Perera, Carlos Sheet Set: WAWA - S.R. 100 & BULLDOG DRIVE Layout: EX. B January 23, 2018 02:48:03pm  
 K:\ORL\_Civil\149581010-Wawa SR100 & Bulldog\CADD\CONCEPT Master Plan\MPD Exhibit B.DWG

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



**PROJECT DATA:**  
 PROPERTY SIZE: 8.43 ACRES  
 EXISTING ZONING: COM-2 AND PSP  
 PROPOSED ZONING: MPD (WITH COM-2 USES)  
 FLUM: MIXED USE

FLAGLER PALM COAST  
 HIGH SCHOOL

**LEGEND:**

	LEASE BOUNDARY
	RIGHT-OF-WAY LINE
	PHASE LINE
	PROPERTIES APPLICANT OWNS OR HAS UNDER CONTRACT
	PROPERTIES WITHIN MPD BOUNDARIES OWNED BY CITY

**Kimley»Horn**  
 © 2017 KIMLEY-HORN AND ASSOCIATES, INC.  
 189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801  
 PHONE: 407-898-1511  
 WWW.KIMLEY-HORN.COM CA 00000696

**EXHIBIT "B"**  
**MPD MASTER PLAN**

**PALM TOWN CENTER MPD**  
**SR 100 & BULLDOG DRIVE**  
 FLORIDA  
 CITY OF PALM COAST

SHEET NUMBER  
 EX. B





# City of PALM COAST

Community Development Department  
Planning Division

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3736

February 8, 2018

Re: Summary of Palm Town Center MPD Rezoning and Midway Drive Partial ROW Vacation  
Neighborhood Information Meeting (NIM)

The NIM was held at 5:00 PM on February 7, 2018 at the City Council Workshop Room and was completed approximately at 6:00 PM. A total of nine persons attended the meeting including three neighbors, one neighboring property owner's realtor, the developer, developer's engineer, two representatives from Wawa, and one City Planner.

City Senior Planner Bill Hoover started the meeting off with a brief summary of the proposed MPD Rezoning boundary, showed a graphic displaying the partial vacation of Midway Drive and the new looped paved roadway proposed by the developer, and stated only Phase 1 was intended to be developed at this time for a Wawa convenience store with gas pumps and a large stormwater pond located NE of the Wawa facility.

One neighbor (Kathleen McGann who owns the vacant home at 3 Midway Drive and is part owner of the auto sales business at 2 Midway Drive) mentioned that she had heard the road would be elevated several feet higher than the existing height of Midway Drive (unimproved gravel roadway) and was concerned about flooding and its impact on vehicular access for her properties located at the NE corner of Midway Drive and SR 100, and asked who gave someone the right to develop Midway Drive? Planner Bill Hoover explained Midway Drive was a public right-of-way so the City or a developer could construct such roadway as long as the improvements meet City engineering design standards and all new development has to be designed to City stormwater standards by a civil engineer and then are reviewed by both the City's stormwater engineer and St. Johns River Water Management District. The developer's engineer (Jennifer Stickler, PE) stated in this case the stormwater permit would also be reviewed by FDOT. Jennifer Stickler and Bill Hoover both mentioned that new development projects are not allowed to negatively impact neighboring properties regarding stormwater and that Midway Drive's and Wawa's stormwater runoff would go to the large over-sized stormwater pond located NE of the Wawa site. Bill Hoover suggested the property owners stay in touch with the City and the developer so the paved Midway Drive could work with their existing access drives onto Midway Drive.

Wawa's representatives mentioned they were enthusiastic about entering the Palm Coast market at this location and intended to be a good neighbor.

Another neighboring property (Kathleen Hayden who lives at 178 Midway Drive) and her realtor said they were not aware that this project was moving forward as they had heard it had "died" and were very disappointed to learn they were not invited to join in the MPD Rezoning. Bill Hoover said he was not aware of their desire to include their land within the MPD Rezoning and suggested they should contact Beau Falgout regarding the potential of rezoning their land. He mentioned the City Council had given the developer permission to include the City's property within the proposed MPD Rezoning. Mrs. Hayden said she was concerned that the construction and commercial development would have a negative impact on her home and its quietness, privacy and security.

Prepared by: City Senior Planner Bill Hoover, AICP



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# City of Palm Coast, Florida Agenda Item

Agenda Date: 03/20/2018

<b>Department Item Key</b>	Community Development 2708	<b>Amount Account #</b>
<b>Subject</b>	RESOLUTION 2018-XX APPROVING A REVISED RIGHT-OF-WAY MAP FOR BULLDOG DRIVE	
<b>Background :</b>	<p>The ultimate configuration of the Bulldog Drive Improvement project will consist of a 4-lane roadway that will continue north and connect to Central Avenue in Town Center. The initial phase that was constructed addressed the immediate needs of the project associated with traffic safety and stormwater issues that will consist of the construction of an interim 2-lane reconstruction of Bulldog Drive with a northbound left turn lane into the high school with ultimate improvements at new signalized intersection of SR 100 &amp; Bulldog Drive.</p> <p>City Council approved a Right-of-Way Map on December 20, 2013 to address the property needed for the construction of the initial phase. The City has since acquired the remaining property along the east side of Bulldog Drive. This item is for the approval of a revised Right-of-Way Map for Bulldog Drive that is necessary for the ultimate configuration of the Bulldog Drive roadway.</p>	
<b>Recommended Action :</b>	Adopt Resolution 2018-XX approving a revised Bulldog Drive Right-of-Way Map	

**RESOLUTION 2018 - \_\_\_\_**  
**RIGHT-OF-WAY MAP**  
**BULLDOG DRIVE IMPROVEMENT PROJECT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA APPROVING A RIGHT-OF-WAY MAP; AUTHORIZING THE CITY CLERK TO RECORD SAID RIGHT-OF-WAY MAP; AND PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the construction of the Bulldog Drive Improvement Project necessitates the need for additional Right-of-Way; and

**WHEREAS**, the City Council of the City of Palm Coast desires to adopt and record a right-of-way map for the project.

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

**SECTION 1. APPROVAL.** That the City Council hereby approves the Right-of-Way map as attached hereto and incorporated herein by reference as Exhibit "A".

**SECTION 2. AUTHORIZATION TO RECORD.** The City Council hereby authorizes the City Clerk to record the Right-of-Way map.

**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 become effective immediately after its adoption by the City Council.

**PASSED and ADOPTED** at the meeting of the City Council of the City of Palm Coast on the 20<sup>th</sup> day of March 2018

CITY OF PALM COAST, FLORIDA

ATTEST:

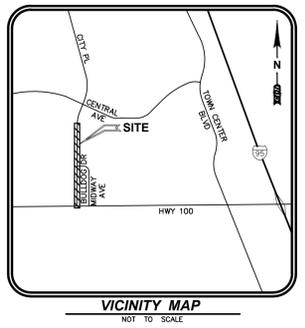
\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA SMITH, CITY CLERK

Attachments:  
Exhibit A –Bulldog Drive Right-of-Way Map

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

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• Texas



# RIGHT-OF-WAY MAP FOR CITY OF PALM COAST AT S.R. 100 AND BULLDOG DRIVE LYING IN SECTION 7 & 8-TOWNSHIP 12 SOUTH-RANGE 31 EAST FLAGLER COUNTY, FLORIDA



**Survey Notes:**

- COPIES OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- "ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES."
- THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 5 OF 5.
- THE "LEGAL DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR PER THE CLIENT'S REQUEST.
- BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST LINE OF SECTION 7, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS SHOWN ON THE PLAT OF TOWN CENTER PHASE 2, MAP BOOK 35, PAGES 63 THROUGH 68, AS BEING SOUTH 01°13'33" EAST.
- HAVING CONSULTED THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 12035C0230D, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA, EFFECTIVE DATE JULY 17, 2006, THE SUBJECT PROPERTY APPEARS TO LIE IN ZONE X, WHICH ARE AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. THIS DETERMINATION WAS BASED ON GEOSPATIAL DATA DOWNLOADED FROM WWW.FEMA.GOV AND THE SHAPE FILE DISPLAYED HEREON WAS REFERENCED TO ABOVE GROUND IMPROVEMENTS. THIS DETERMINATION WAS BASED ON A GRAPHIC INTERPOLATION OF SAID MAP AND NOT ON ACTUAL FIELD MEASUREMENTS.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED BELOW. FLAGLER COUNTY PROPERTY APPRAISER INFORMATION DISPLAYED HEREON AS PARCEL ID # IS PER THE FLAGLER COUNTY PROPERTY APPRAISER'S WEBSITE (WWW.FLAGLERPA.COM) AS OF MARCH 9, 2018.
- NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED EXCEPT AS SHOWN.
- THIS SURVEY DOES NOT IDENTIFY THE LIMITS OR EXTENT OF POTENTIAL JURISDICTIONAL WETLAND BOUNDARIES.
- DIMENSIONS ARE SHOWN RELATIVE TO UNITED STATES STANDARD FEET AND DECIMALS THEREOF, UNLESS THE OBJECT SHOWN IS COMMONLY IDENTIFIED IN INCHES, I.E. TREE DIAMETER, PIPE DIAMETER, ETC. TREES DEPICTED ARE COMMON NAMES AND MEASURED AND LABELED AS DIAMETER AT BREAST HEIGHT IN INCHES.
- CERTAIN INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR AS NOTED OR DISPLAYED HEREON.
- THIS IS NOT A BOUNDARY SURVEY, THIS SKETCH AND DESCRIPTION WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR, NO FIELD SURVEY WAS PERFORMED TO DEFINE OWNERSHIP.

**Legal Description:** (AS PREPARED BY SURVEYOR PER THE CLIENT'S REQUEST.)

A PARCEL OF LAND BEING A PORTION OF TRACTS 1, 2, 12, 13 AND 14, BLOCK A, SECTION 7 OF THE MAP OF BUNNELL DEVELOPMENT COMPANY'S LAND AT BUNNELL, FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; SAID PARCEL ALSO BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 611, PAGE 308 AND OFFICIAL RECORDS BOOK 43, PAGE 694 OF SAID PUBLIC RECORDS; SAID PARCEL ALSO BEING A PORTION OF LOTS 19 THROUGH 29 OF MIDWAY PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 5, PAGE 25 OF SAID PUBLIC RECORDS; SAID PARCEL ALSO BEING A PORTION OF LOTS 28 THROUGH 34 OF FIRST ADDITION TO MIDWAY PARK ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 5, PAGE 51 OF SAID PUBLIC RECORDS AND LYING WITHIN SECTIONS 7 AND 8, TOWNSHIP 12 SOUTH, RANGE 31 EAST, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA; THENCE RUN NORTH 01°13'33" WEST ALONG THE EAST LINE OF SAID SECTION 7, FOR A DISTANCE OF 37.83 FEET TO THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 611, PAGE 308 OF SAID PUBLIC RECORDS; SAID CORNER LYING ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100, FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 73020, DATED 11/06/01, AND BEING THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY LINE, RUN SOUTH 89°09'15" WEST, FOR A DISTANCE OF 109.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN NORTH 01°13'33" WEST ALONG A LINE BEING 109.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, FOR A DISTANCE OF 82.84 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 882.00 FEET, A CENTRAL ANGLE OF 12°10'39", AN ARC LENGTH OF 187.46 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°51'47" EAST FOR A CHORD DISTANCE OF 187.11 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 318.00 FEET, A CENTRAL ANGLE OF 12°10'39", AN ARC LENGTH OF 67.59 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°51'47" EAST FOR A CHORD DISTANCE OF 67.46 FEET TO A POINT OF TANGENCY BEING 82.00 FEET WEST OF SAID EAST LINE; THENCE NORTH 01°13'33" WEST ALONG A LINE BEING 82.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE, FOR A DISTANCE OF 111.51 FEET; THENCE RUN NORTH 89°46'27" EAST, FOR A DISTANCE OF 5.00 FEET; THENCE RUN NORTH 01°13'33" WEST ALONG A LINE BEING 77.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE, FOR A DISTANCE OF 140.07 FEET; THENCE RUN NORTH 44°06'50" EAST, FOR A DISTANCE OF 13.69 FEET; THENCE RUN NORTH 00°54'00" WEST, FOR A DISTANCE OF 472.32 FEET; THENCE RUN NORTH 45°54'00" WEST, FOR A DISTANCE OF 12.29 FEET; THENCE RUN SOUTH 89°06'00" WEST, FOR A DISTANCE OF 19.68 FEET; THENCE RUN NORTH 00°54'00" WEST, FOR A DISTANCE OF 71.35 FEET TO A POINT BEING 92.50 FEET WEST SAID EAST LINE; THENCE RUN NORTH 01°13'33" WEST ALONG A LINE BEING 92.50 FEET WEST OF AND PARALLEL WITH SAID EAST LINE, FOR A DISTANCE OF 970.96 FEET TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF TRACT "A" LIFT STATION AS MAPPED ON TOWN CENTER PHASE 2, AS RECORDED IN MAP BOOK 35, PAGES 63 THROUGH 68 OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTH BOUNDARY, RUN NORTH 88°17'00" EAST, FOR A DISTANCE OF 92.50 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "A" AND A POINT OF INTERSECTION WITH SAID EAST LINE; THENCE ALONG SAID EAST LINE, RUN SOUTH 01°13'33" EAST, FOR A DISTANCE OF 787.15 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°08'27" EAST, A DISTANCE OF 32.50 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BULLDOG DRIVE AS RECORDED IN MAP BOOK 36, PAGES 50 THROUGH 56 OF SAID PUBLIC RECORDS, ALSO BEING A POINT ON THE NORTH LINE OF LOT 29, MIDWAY PARK AS RECORDED IN MAP BOOK 5, PAGE 25 OF SAID PUBLIC RECORDS; THENCE CONTINUE ALONG SAID NORTH LINE NORTH 89°08'27" EAST, A DISTANCE OF 4.30 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1088.00 FEET, A CENTRAL ANGLE OF 07°34'11", AN ARC LENGTH OF 143.74 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°00'18" EAST FOR A CHORD DISTANCE OF 143.64 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1204.00 FEET, A CENTRAL ANGLE OF 09°33'51", AN ARC LENGTH OF 200.98 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°00'28" EAST, FOR A CHORD DISTANCE OF 200.74 FEET TO A POINT OF TANGENCY BEING 68.00 FEET EAST OF SAID EAST LINE; THENCE SOUTH 01°13'33" EAST ALONG A LINE BEING 68.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE, FOR A DISTANCE OF 655.12 FEET TO A POINT OF TANGENCY OF A CURVE TO THE RIGHT HAVING A RADIUS OF 468.00 FEET, A CENTRAL ANGLE OF 12°10'39", AN ARC LENGTH OF 99.47 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°51'47" WEST FOR A CHORD DISTANCE OF 99.28 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 732.00 FEET, A CENTRAL ANGLE OF 12°07'42", AN ARC LENGTH OF 154.95, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°53'15" WEST, FOR A CHORD DISTANCE OF 154.66 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 01°13'33" EAST, A DISTANCE OF 64.46 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 100; THENCE RUN ALONG SAID RIGHT-OF-WAY LINE SOUTH 89°08'27" WEST, A DISTANCE OF 16.00 FEET TO A POINT BEING 25.00 FEET EAST OF SAID EAST LINE; THENCE RUN SOUTH 01°13'33" EAST ALONG A LINE BEING 25.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE, FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 100; THENCE RUN SOUTH 89°09'15" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 264,454 SQUARE FEET, OR 6.07 ACRES MORE OR LESS.

**Abbreviation Legend:**

- |   |   |   |
|---|---|---|
| (A) - ACTUAL  | MB - MAILBOX                                      | MH - MANHOLE                                      |
| A/C - AIR CONDITIONER                               | MP - METAL LIGHT POLE                             | ML - METAL LIGHT POLE                             |
| ACSM - AMERICAN CONGRESS ON SURVEYING & MAPPING     | MPH - MILES PER HOUR                              | MPH - MILES PER HOUR                              |
| ADA - AMERICANS WITH DISABILITIES ACT               | MPP - METAL POWER POLE                            | MPP - METAL POWER POLE                            |
| ALTA - AMERICAN LAND TITLE ASSOCIATION              | N/A - NOT APPLICABLE                              | N/A - NOT APPLICABLE                              |
| APPROX - APPROXIMATE                                | NAVD - NORTH AMERICAN VERTICAL DATUM              | NAVD - NORTH AMERICAN VERTICAL DATUM              |
| ARV - AIR RELEASE VALVE                             | NAD - NORTH AMERICAN DATUM                        | NAD - NORTH AMERICAN DATUM                        |
| AVC - AVERAGE                                       | NG - NATURAL GROUND                               | NG - NATURAL GROUND                               |
| (BB) - BEARING BASIS                                | NGS - NATIONAL GEODETIC SURVEY                    | NGS - NATIONAL GEODETIC SURVEY                    |
| BFP - BACK FLOW PREVENTER                           | NGVD - NATIONAL GEODETIC VERTICAL DATUM           | NGVD - NATIONAL GEODETIC VERTICAL DATUM           |
| BLK - BLOCK   | N & D - NAIL AND DISK                             | N & D - NAIL AND DISK                             |
| BLDG - BUILDING                                     | NO. - NUMBER                                      | NO. - NUMBER                                      |
| BLVD - BOULEVARD                                    | NR - NON-RADIAL                                   | NR - NON-RADIAL                                   |
| BM - BENCH MARK                                     | NSPS - NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS | NSPS - NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS |
| BQC - BACK OF CURB                                  | NT - NON-TANGENT                                  | NT - NON-TANGENT                                  |
| BOW - BACK OF WALK                                  | NTS - NOT TO SCALE                                | NTS - NOT TO SCALE                                |
| BSL - BUILDING SETBACK LINE                         | OD - OUTSIDE DIAMETER                             | OD - OUTSIDE DIAMETER                             |
| BWF - BARBED WIRE FENCE                             | ORB - OFFICIAL RECORDS BOOK                       | ORB - OFFICIAL RECORDS BOOK                       |
| C-X - DENOTES SHEET NUMBERING FOR ENGINEERING PLANS | OR - OVERHEAD UTILITY LINES                       | OR - OVERHEAD UTILITY LINES                       |
| (C) - CALCULATED                                    | OUL - OVERHEAD TRAFFIC LINES                      | OUL - OVERHEAD TRAFFIC LINES                      |
| CH - CHORD  | PLAT - PLAT                                       | PLAT - PLAT                                       |
| CA/TV - CABLE TELEVISION RISER                      | PC - PLAT BOOK                                    | PC - PLAT BOOK                                    |
| CB - CHORD BEARING                                  | PC - POINT OF CURVATURE                           | PC - POINT OF CURVATURE                           |
| CBS - CONCRETE BLOCK STRUCTURE                      | PC - POINT OF COMPOUND CURVATURE                  | PC - POINT OF COMPOUND CURVATURE                  |
| C.C.R. - CERTIFIED CORNER RECORD                    | PCS - PAGES                                       | PCS - PAGES                                       |
| C&G - CURB & GUTTER                                 | PCF - PERMANENT CONTROL POINT                     | PCF - PERMANENT CONTROL POINT                     |
| CI - CATCH INLET                                    | PCP - PROPOSED FINISHED FLOOR                     | PCP - PROPOSED FINISHED FLOOR                     |
| C/L - CENTERLINE                                    | PI - PAGE   | PI - PAGE   |
| CLF - CHAIN LINK FENCE                              | PGS - PAGES                                       | PGS - PAGES                                       |
| CM - CONCRETE MONUMENT                              | PI - POINT OF INTERSECTION                        | PI - POINT OF INTERSECTION                        |
| CMP - CORRUGATED METAL PIPE                         | PIV - POST INDICATOR VALVE                        | PIV - POST INDICATOR VALVE                        |
| CO - CLEANOUT                                       | PK - PARKER KEYLON                                | PK - PARKER KEYLON                                |
| CONC - CONCRETE                                     | POB - POINT OF BEGINNING                          | POB - POINT OF BEGINNING                          |
| COR - CORNER  | POC - POINT OF COMMENCEMENT                       | POC - POINT OF COMMENCEMENT                       |
| CRPP - CORRUGATED PLASTIC PIPE                      | POL - POINT ON LINE                               | POL - POINT ON LINE                               |
| CUE - COUNTY UTILITY EASEMENT                       | PP - POWER POLE                                   | PP - POWER POLE                                   |
| CWS - CROSSWALK SIGNAL                              | PP - POINT OF REVERSE CURVATURE                   | PP - POINT OF REVERSE CURVATURE                   |
| Δ - DELTA   | PRM - PERMANENT REFERENCE MONUMENT                | PRM - PERMANENT REFERENCE MONUMENT                |
| (D) - DESCRIPTION                                   | PSM - PROFESSIONAL SURVEYOR & MAPPER              | PSM - PROFESSIONAL SURVEYOR & MAPPER              |
| DBH - DIAMETER AT BREAST HEIGHT IN INCHES           | PT - POINT OF TANGENCY                            | PT - POINT OF TANGENCY                            |
| DE - DRAINAGE EASEMENT                              | PVC - POLYVINYL CHLORIDE PIPE                     | PVC - POLYVINYL CHLORIDE PIPE                     |
| DEPT - DEPARTMENT                                   | PWMT - PAVEMENT                                   | PWMT - PAVEMENT                                   |
| DIP - DUCTILE IRON PIPE                             | R - RANGE 31 EAST                                 | R - RANGE 31 EAST                                 |
| DR - DRIVE  | R - RADIUS  | R - RADIUS  |
| D/U - DRAINAGE AND UTILITY EASEMENT                 | RAD - RADIAL                                      | RAD - RADIAL                                      |
| (E) - ENGINEERING PLAN                              | RCP - REINFORCED CONCRETE PIPE                    | RCP - REINFORCED CONCRETE PIPE                    |
| E-AB - ELECTRIC JUNCTION BOX                        | REC - RECOVERED                                   | REC - RECOVERED                                   |
| EL - UNDERGROUND ELECTRICAL LINES                   | REV - REVISION                                    | REV - REVISION                                    |
| ELEC - ELECTRIC                                     | RP - RIGHT-OF-WAY                                 | RP - RIGHT-OF-WAY                                 |
| ELCV - ELEVATION                                    | R/W - REGISTERED LAND SURVEYOR                    | R/W - REGISTERED LAND SURVEYOR                    |
| ELLIP - ELLIPTICAL                                  | RLS - RADIUS POINT                                | RLS - RADIUS POINT                                |
| EOI - END OF INFORMATION                            | RWL - UNDERGROUND RECLAIM WATER LINE              | RWL - UNDERGROUND RECLAIM WATER LINE              |
| EOP - EDGE OF PAVEMENT                              | RWM - RECLAIMED WATER METER                       | RWM - RECLAIMED WATER METER                       |
| FB - FIELD BOOK                                     | SE - SPECIAL EASEMENT                             | SE - SPECIAL EASEMENT                             |
| FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION         | SEC 7 - SECTION 7                                 | SEC 7 - SECTION 7                                 |
| FF - FINISH FLOOR                                   | SMH - SANITARY SEWER MANHOLE                      | SMH - SANITARY SEWER MANHOLE                      |
| FGI - FLAT GRATE INLET                              | (SP) - STATE PLANE                                | (SP) - STATE PLANE                                |
| FGLP - FIBERGLASS LIGHT POLE                        | SO - SQUARE                                       | SO - SQUARE                                       |
| FHYD - FIRE HYDRANT                                 | SQ FT - SQUARE FEET                               | SQ FT - SQUARE FEET                               |
| FM - FORCE MAIN                                     | ST - STREET                                       | ST - STREET                                       |
| FND - FOUND   | STMH - STORM DRAINAGE MANHOLE                     | STMH - STORM DRAINAGE MANHOLE                     |
| FP&L - FLORIDA POWER AND LIGHT                      | S/W - SIDEWALK                                    | S/W - SIDEWALK                                    |
| FS - FLORIDA STATUTES                               | TB - TANGENT BEARING                              | TB - TANGENT BEARING                              |
| (G) - GRID (STATE PLANE)                            | TELS - TOWNSHIP 12 SOUTH                          | TELS - TOWNSHIP 12 SOUTH                          |
| GL - UNDERGROUND GAS LINES                          | TEL - TELEPHONE                                   | TEL - TELEPHONE                                   |
| GOV'T - GOVERNMENT                                  | TL - OVERHEAD TRAFFIC SIGNAL LINES                | TL - OVERHEAD TRAFFIC SIGNAL LINES                |
| GPR - GROUND PENETRATING RADAR                      | TOB - TOP OF BANK                                 | TOB - TOP OF BANK                                 |
| GTMH - GREASE TRAP MANHOLE                          | TOE - TOE OF SLOPE                                | TOE - TOE OF SLOPE                                |
| HDPE - HIGH DENSITY POLYETHYLENE PIPE               | TR - TRANSFORMER                                  | TR - TRANSFORMER                                  |
| HWF - HDG WIRE FENCE                                | TR - TRANSFORMER                                  | TR - TRANSFORMER                                  |
| ID - IDENTIFICATION                                 | TSB - TRAFFIC SIGNAL BOX                          | TSB - TRAFFIC SIGNAL BOX                          |
| ICV - IRRIGATION CONTROL VALVE                      | TSSP - TRAFFIC SIGNAL SUPPORT POLE                | TSSP - TRAFFIC SIGNAL SUPPORT POLE                |
| INFO - INFORMATION                                  | TVL - UNDERGROUND CABLE TV LINES                  | TVL - UNDERGROUND CABLE TV LINES                  |
| INV - INVERT  | (TYP) - TYPICAL                                   | (TYP) - TYPICAL                                   |
| IP - IRON PIPE                                      | UE - UTILITY EASEMENT                             | UE - UTILITY EASEMENT                             |
| IP&C - IRON PIPE & CAP                              | UNK - UNKNOWN                                     | UNK - UNKNOWN                                     |
| IR - IRON ROD                                       | UTL - UNDERGROUND TELEPHONE LINES                 | UTL - UNDERGROUND TELEPHONE LINES                 |
| IR&C - IRON REBAR & CAP                             | W - WITH  | W - WITH  |
| IRR - IRRIGATION                                    | WL - UNDERGROUND WATER LINE                       | WL - UNDERGROUND WATER LINE                       |
| L - ARC LENGTH                                      | WLP - WOOD LIGHT POLE                             | WLP - WOOD LIGHT POLE                             |
| LB# - LICENSED BUSINESS NUMBER                      | WM - WORK PROGRAM                                 | WM - WORK PROGRAM                                 |
| LP - LIGHT POLE                                     | WPF - WOOD POST FENCE                             | WPF - WOOD POST FENCE                             |
| (M) - MEASURED                                      | WPP - WOOD POWER POLE                             | WPP - WOOD POWER POLE                             |
| MB - MAP BOOK                                       | WV - WATER VALVE                                  | WV - WATER VALVE                                  |
| MBX - MAILBOX                                       |   |   |
| MES - MITERED END SECTION                           |   |   |

**Line Legend:**

- NOT TO SCALE
- 1 FOOT CONTOURS
  - 5 FOOT CONTOURS
  - ADJOINER PROPERTY LINES
  - BARBED WIRE FENCE
  - BROKEN LINE
  - BURIED CABLE
  - BURIED CABLE TELEVISION
  - BURIED ELECTRIC
  - BURIED FIBER OPTICS
  - BURIED GAS
  - BURIED RECLAIMED WATER LINE
  - BURIED SANITARY LINES
  - BURIED SANITARY SEWER FORCE MAIN LINE
  - BURIED TRAFFIC CONTROL
  - BURIED TELEPHONE LINE
  - BURIED WATER LINES
  - CENTER LINE R/W
  - CHAIN LINK FENCE
  - EASEMENT LINES (EXISTING)
  - EASEMENT LINES (PROPOSED)
  - EDGE OF WATER LINES
  - EXISTING DRAINAGE PIPES
  - EXISTING DRAINAGE PIPES (OUTFALL NOT LOCATED)
  - FIRE WATER MAIN LINES
  - HOT WATER SUPPLY LINES
  - IRRIGATION LINES
  - OVERHEAD TRAFFIC LINES
  - OVERHEAD UTILITY LINES
  - RAILROAD TRACKS
  - RIGHT-OF-WAY LINES
  - SECTION LINES
  - STONE WALL LINES
  - TOP OF BANK LINES
  - TOE OF SLOPE LINES
  - TREE LINES
  - TRAVERSE LINES
  - UNKNOWN BURIED LINES
  - VINYL FENCE
  - WOOD FENCE
  - WETLAND LINE
  - ORANGE PAINT LINE
  - GREEN PAINT LINE
  - RED PAINT LINE
  - WHITE PAINT LINE
  - PURPLE PAINT LINE
  - BLUE PAINT LINE
  - YELLOW PAINT LINE

**Symbol Legend:**

- NOT TO SCALE
- AIR RELEASE VALVE
  - BORING HOLE LOCATION
  - BRICK PAVERS
  - CABLE TV RISER
  - BURIED CABLE TELEVISION
  - BURIED ELECTRIC
  - BURIED FIBER OPTICS
  - BURIED GAS
  - BURIED RECLAIMED WATER LINE
  - BURIED SANITARY LINES
  - BURIED SANITARY SEWER FORCE MAIN LINE
  - BURIED TRAFFIC CONTROL
  - BURIED TELEPHONE LINE
  - BURIED WATER LINES
  - CENTER LINE R/W
  - CHAIN LINK FENCE
  - EASEMENT LINES (EXISTING)
  - EASEMENT LINES (PROPOSED)
  - EDGE OF WATER LINES
  - EXISTING DRAINAGE PIPES
  - EXISTING DRAINAGE PIPES (OUTFALL NOT LOCATED)
  - FIRE WATER MAIN LINES
  - HOT WATER SUPPLY LINES
  - IRRIGATION LINES
  - OVERHEAD TRAFFIC LINES
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  - GREEN PAINT LINE
  - RED PAINT LINE
  - WHITE PAINT LINE
  - PURPLE PAINT LINE
  - BLUE PAINT LINE
  - YELLOW PAINT LINE

**Sign Legend:**

- NOT TO SCALE
- ROW NUMBER SIGN
  - BUS STOP SIGN
  - DEAD END SIGN
  - DO NOT ENTER SIGN (R5-1)
  - HANDICAP SIGN
  - DUAL HANDICAP SIGN
  - INFORMATION SIGN
  - KEEP RIGHT SIGN
  - LEFT TURN ONLY
  - MEDIAN SIGN
  - NO DUMPING SIGN
  - NO LEFT TURN SIGN (R3-2)
  - NO LITTERING SIGN
  - NO OUTLET SIGN
  - NO PARKING FIRE LANE SIGN
  - NO RIGHT TURN SIGN (R3-1)
  - NO THRU TRAFFIC SIGN
  - NO TRUCKS (R5-2)
  - NO PARKING SIGN
  - ONE WAY SIGN (R6-2)
  - PEDESTRIAN CROSSING SIGN
  - RIGHT TURN ONLY
  - SPEED LIMIT SIGN
  - STOP SIGN (R1-1)
  - STREET SIGN
  - TOW AWAY ZONE SIGN
  - TRUCK ENTRANCE SIGN
  - UNKNOWN SIGN
  - WEIGHT LIMIT SIGN
  - WRONG WAY SIGN
  - YIELD SIGN

**Reference Material**

- FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR STATE ROAD NO. 100, SECTION 73020, DATED 11/06/01.
- MIDWAY PARK AS RECORDED IN MAP BOOK 5, PAGE 25 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
- FIRST ADDITION TO MIDWAY PARK AS RECORDED IN MAP BOOK 5, PAGE 51 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
- TOWN CENTER PHASE 2 AS RECORDED IN MAP BOOK 35, PAGES 63-68 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
- TOWN CENTER PHASE 3 AS RECORDED IN MAP BOOK 36, PAGES 50-56 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
- MAP OF THE BUNNELL DEVELOPMENT COMPANY'S LAND AT BUNNELL, FLORIDA AS RECORDED IN MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
- OFFICIAL RECORDS BOOK 611, PAGE 308 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

**Index of Sheets**

- 1 COVER SHEET
- 2-5 SKETCH AND DESCRIPTION

**Surveyor's Certification:**

I hereby certify that the attached "Sketch and Description" of the hereon-described property is true and correct to the best of my knowledge, information and belief as prepared under my direction on March 5, 2018. I further certify that this "Sketch and Description" meets the standards of practice set forth in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to FS 472.027.

For the Firm By: Jeffrey W. Patterson  
Professional Surveyor and Mapper  
Florida Registration No. 6384

**NOTE:**  
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 5 OF 5.  
THIS MAP IS NOT A BOUNDARY SURVEY.

Eng. = ENGINEERING	LR = LICENSED BUSINESS
C.O.A. = CERTIFICATE OF AUTHORIZATION	Arch. = ARCHITECTURAL
Landsc. = LANDSCAPE	NA = NOT APPLICABLE
Lic. = LICENSED	PL = POST OFFICE
Num. = NUMBER	PD = COPYRIGHT

RIGHT-OF-WAY MAP FOR BULLDOG DRIVE  
 CITY OF PALM COAST  
 SECTION 7 & 8-TOWNSHIP 12 SOUTH-RANGE 31 EAST  
 FLAGLER COUNTY, FLORIDA

Sheet No.  
**1**  
of 5

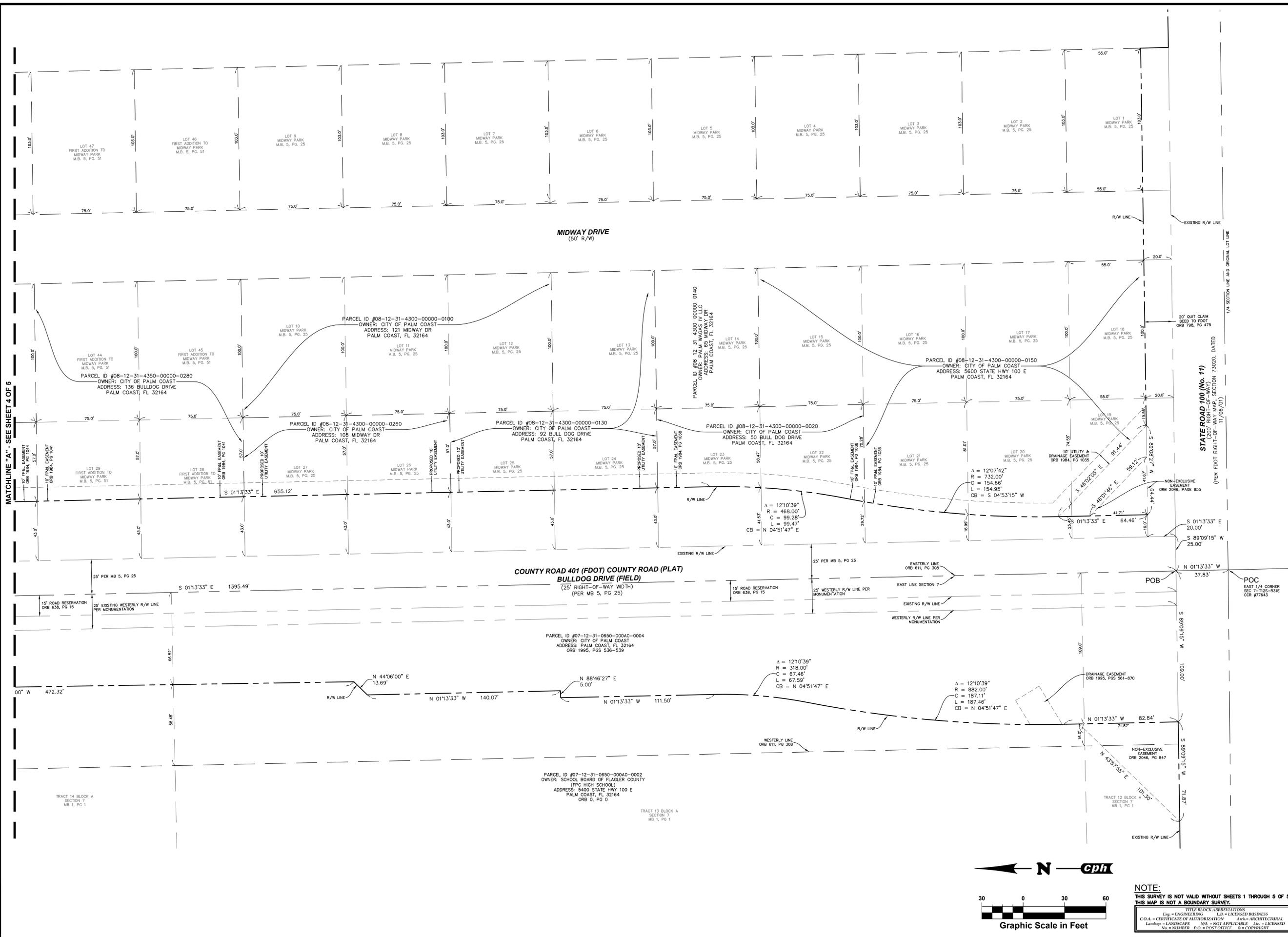


Field Crew:	N/A	No.	Date
Drawn by:	B.J.B.		
Checked by:	R.L.R.		
Approved by:	J.W.P.		
Date:	03/06/18		
Job No.:	P67237		
File:	P67237.dwg		
Survey Prepared by:	CPH, Inc.		
520 Palm Coast Parkway SW Palm Coast, FL 32137 PH: 386.445.6569 Licenses: Eng. C.O.A. No. 3215 Survey L.B. No. 7143 Arch. Lic. No. AA260928 Landscape Lic. No. LC000288			

**RIGHT-OF-WAY MAP**  
**CITY OF PALM COAST**  
SECTION 7 & TOWNSHIP 12 SOUTH-RANGE 31 EAST  
FLAGLER COUNTY, FLORIDA

**RIGHT-OF-WAY MAP**  
**CITY OF PALM COAST**  
SECTION 7 & TOWNSHIP 12 SOUTH-RANGE 31 EAST  
FLAGLER COUNTY, FLORIDA

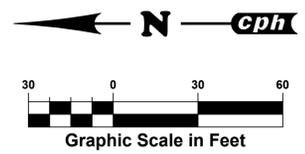
Sheet No.  
**3**  
of 5



MATCHLINE 'A' - SEE SHEET 4 OF 5

**NOTE:**  
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TITLE BLOCK ABBREVIATIONS  
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# City of Palm Coast, Florida Agenda Item

Agenda Date: 3/20/2018

<b>Department</b> CDD <b>Item Key</b> 2705	<b>Amount Account #</b>
<b>Subject</b> RESOLUTION 2018-XX APPROVING THE GRANTING OF UTILITY EASEMENTS TO FLORIDA POWER & LIGHT COMPANY ALONG BULLDOG DRIVE.	
<b>Background :</b> The ultimate Bulldog improvements will include converting the overhead utilities to underground. In order to accommodate the ultimate overhead to underground conversion requires easements along the eastern edge of Bulldog Drive. During the construction of the Bulldog Drive Improvements, the City granted FPL the required easements along properties that the City owned at that time. The City has since acquired the remaining lots that abut Bulldog Drive. The proposed easement is along these remaining lots.	
<b>Recommended Action :</b> Adopt Resolution 2018-XX approving the granting of utility easements to Florida Power & Light Company as required for the Bulldog Drive Improvement Project.	

**RESOLUTION 2018 - \_\_\_\_\_**  
**UTILITY EASEMENTS BULLDOG DRIVE**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA APPROVING THE GRANTING OF UTILITY EASEMENTS WITH FLORIDA POWER & LIGHT COMPANY; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE EASEMENTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Bulldog Drive Improvement project necessitates utility easements with Florida Power & Light Company for overhead and underground utilities; and

**WHEREAS**, the City Council of the City of Palm Coast desires to grant utility easements to Florida Power & Light Company for overhead and underground utilities.

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

**SECTION 1. APPROVAL OF EASEMENTS.** That the City Council hereby approves the terms and conditions of utility easements with Florida Power & Light Company, 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.** 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 become effective immediately after its adoption by the City Council.

**PASSED and ADOPTED** at the meeting of the City Council of the City of Palm Coast on the 20<sup>th</sup> day of March, 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Attachments: FPL Utility Easements

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

Work Request No. \_\_\_\_\_

# UNDERGROUND EASEMENT (BUSINESS)

Sec. 08, Twp 12 S, Rge 31 E

This Instrument Prepared By

Parcel I.D. 08-12-31-4300-00000-0130  
(Maintained by County Appraiser)

Name: Breahna Bean  
Co. Name: Florida Power and Light Company  
Address: 5910 E Highway 100  
Palm Coast, FL

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

see Exhibit A attached

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on \_\_\_\_\_, 20\_\_.

Signed, sealed and delivered in the presence of:

City of Palm Coast

\_\_\_\_\_  
(Witness' Signature)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_  
(Witness)

Print Name: \_\_\_\_\_

\_\_\_\_\_  
(Witness' Signature)

Print Address: \_\_\_\_\_

Print Name: \_\_\_\_\_  
(Witness)

STATE OF \_\_\_\_\_ AND COUNTY OF \_\_\_\_\_. The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification, and who did (did not) take an oath.  
(Type of Identification)

My Commission Expires:

\_\_\_\_\_  
Notary Public, Signature

Print Name \_\_\_\_\_

Work Request No. \_\_\_\_\_

# UNDERGROUND EASEMENT (BUSINESS)

Sec. 08, Twp 12 S, Rge 31 E

This Instrument Prepared By

Parcel I.D. 08-12-31-4300-00000-0260  
(Maintained by County Appraiser)

Name: Breahna Bean  
Co. Name: Florida Power and Light Company  
Address: 5910 E Highway 100  
Palm Coast, FL

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

see Exhibit A attached

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on \_\_\_\_\_, 20\_\_.

Signed, sealed and delivered in the presence of:

City of Palm Coast

\_\_\_\_\_  
(Witness' Signature)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_  
(Witness)

Print Name: \_\_\_\_\_

\_\_\_\_\_  
(Witness' Signature)

Print Address: \_\_\_\_\_

Print Name: \_\_\_\_\_  
(Witness)

STATE OF \_\_\_\_\_ AND COUNTY OF \_\_\_\_\_. The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification, and who did (did not) take an oath.  
(Type of Identification)

My Commission Expires:

\_\_\_\_\_  
Notary Public, Signature

Print Name \_\_\_\_\_

# City of Palm Coast, Florida Agenda Item

Agenda Date: 3/20/2018

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	2703	<b>Account</b>
		<b>#</b>
<b>Subject</b>	RESOLUTION 2018-XX APPROVING A PARTIAL VACATION OF MIDWAY DRIVE RIGHT-OF-WAY	
<b>Background :</b>	<p>Palm Wagas IV, LLC a property owner with frontage along Midway Drive has petitioned the City of Palm Coast to partially vacate the westerly 24 feet of the 50-foot wide Midway Drive right-of-way adjacent to Lots 14 - 18 of the Midway Park Subdivision, as recorded in Map Book 5, Page 25, in the Public Records of Flagler County, Florida. Midway Drive is not paved and is located on the north side of SR 100 (Moody Blvd.) approximately 200 feet east of Bulldog Drive.</p> <p>Palm Wagas IV, LLC is also the proposed developer of Phase 1 of the Palm Town Center MPD for a Wawa convenience store which is the purpose of this application. More specifically, it has requested to vacate the westerly 24 feet of the 50-foot wide Midway Drive right-of-way for a depth of about 370 feet from SR 100 so there is sufficient width along SR 100 for the Wawa convenience store. The developer proposes to construct a new paved public roadway on the remaining 26 feet of Midway Drive right-of-way and then on the north side of the proposed convenience store have the proposed paved roadway make a 90-degree turn to the west in order to connect Midway Drive with Bulldog Drive. This can be viewed on Exhibit "B" - MPD Master Plan of the Palm Town Center MPD Development Agreement.</p>	
<b>Recommended Action :</b>	Adopt Resolution 2018-XX approving the partial vacation of Midway Drive right-of-way.	

**RESOLUTION 2018-\_\_\_\_**  
**PARTIAL VACATION OF MIDWAY DRIVE RIGHT-OF-WAY**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR A PARTIAL VACATION OF THE WESTERLY 24 FEET OF THE 50-FOOT WIDE MIDWAY DRIVE RIGHT-OF-WAY ADJACENT TO LOTS 13 - 18 OF THE MIDWAY PARK SUBDIVISION; PROVIDING FOR EXECUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Palm Wagas IV, LLC a property owner with frontage along Midway Drive has petitioned the City of Palm Coast to partially vacate the westerly 24 feet of the 50-foot wide Midway Drive right-of-way adjacent to Lots 13 - 18 of the Midway Park Subdivision, as recorded in Map Book 5, Page 25, in the Public Records of Flagler County, Florida, as shown on Exhibit “A”; and

**WHEREAS**, the City of Palm Coast has notified all property owners along Midway Drive of the proposed partial vacation of Midway Drive via U.S. Mail, informally met with them and the petitioners, placed two newspaper display ads within the local newspaper, and erected a public notice sign of the public hearing on this resolution, so all property owners along Midway Drive will have ample opportunities to voice their opinions regarding the proposed partial vacation; and

**WHEREAS**, the City Council of the City of Palm Coast, Florida, has determined that the vacating of said portion of the westerly 24 feet of the 50-foot wide Midway Drive right-of-way is in the best interest of the City and the public; and

**WHEREAS**, this partial vacation will not affect the ownership or right of convenient access of persons owning other parts of the subdivision, and that there is no detriment to the public in such vacating.

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

**SECTION 1. PARTIAL VACATION OF EASEMENT.** That the portion of the westerly 24 feet of the 50-foot wide Midway Drive right-of-way as described and depicted more particularly on Exhibit “A” be and the same is hereby vacated and abandoned.

**SECTION 2. RECORDING OF RESOLUTION.** The City Clerk shall record this Resolution in the Public Records of Flagler County, Florida upon payment of the recording fees by the petitioner/applicant. The recordation of this Resolution shall be binding upon the lots referred to herein and, as a result of touching and concerning the said lands, shall run with said lands.

**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 upon its passage and adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this \_\_\_\_ day of \_\_\_\_\_ 2018.

**CITY OF PALM COAST, FLORIDA**

\_\_\_\_\_  
Milissa Holland, Mayor

*ATTEST:*

\_\_\_\_\_  
Virginia A. Smith, City Clerk

Approved as to form and legality

\_\_\_\_\_  
William E. Reischmann, City Attorney

Exhibit "A"

**Sketch and Description:**

THIS IS NOT A BOUNDARY SURVEY

**Legal Description:**

THE WEST 24 FEET OF THE SOUTH 450.00 FEET OF MIDWAY DRIVE, 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,

BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 13, MIDWAY PARK AS RECORDED IN MAP BOOK 5, PAGE 25 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND THE WESTERLY RIGHT-OF-WAY OF MIDWAY DRIVE AS RECORDED IN SAID PUBLIC RECORDS; THENCE DEPARTING WESTERLY RIGHT-OF-WAY OF SAID MIDWAY DRIVE RUN NORTH 89°09'34" EAST A DISTANCE OF 24.00 FEET; THENCE RUN SOUTH 01°12'26" EAST, A DISTANCE OF 430.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD #100 AS DESCRIBED IN OFFICIAL RECORDS BOOK 798, PAGE 475 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE RUN SOUTH 89°09'34" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 24.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID MIDWAY DRIVE; THENCE RUN NORTH 01°12'26" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID MIDWAY DRIVE, A DISTANCE OF 430.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 10,320 SQUARE FEET OR 0.237 ACRE MORE OR LESS.

**Abbreviation & Symbol Legend:**

(A) - ACTUAL	Δ - DELTA	GOVT - GOVERNMENT	PC - POINT OF CURVATURE	PWMT - PAVEMENT
APPROX - APPROXIMATE	(D) - DEED	IP - IRON PIPE	PCC - POINT OF COMPOUND	R3/E - RANGE 31 EAST
AVG - AVERAGE	(DE) - DEED EXCEPTION	R - IRON ROD	PCP - POINT OF CURVATURE	R - RADIUS
(BB) - BEARING BASIS	DEPT - DEPARTMENT	R&C - IRON REBAR & CAP	PCP - PERMANENT CONTROL POINT	R40 - RADIUS
BLDG - BUILDING	D/U - DRAINAGE AND UTILITY	L - LINE LENGTH	PG - PAGE	REC - RECOVERED
BU - BLOCK	ELEV - ELEVATION	LS# - LICENSED BUSINESS NUMBER	PGS - PAGES	REV - REVISION
BM - BENCH MARK	EJTB - ELEVATION JUNCTION BOX	(M) - MEASURED	PI - POINT OF INTERSECTION	RP - RADIUS POINT
(C) - CALCULATED	EJTB - ELEVATION JUNCTION BOX	N & D - NON-RADIAL	PI - POINT OF INTERSECTION	R/W - RIGHT-OF-WAY
C - CHAIN	EP - EASEMENT	NG - NO SURVEYOR IDENTIFICATION	POC - POINT OF COMMENCEMENT	SEC 8 - SECTION 8
CB - CHORD BEARING	ESWT - EASEMENT	NT - NON-TANGENT	POL - POINT ON LINE	SQ - SQUARE
CCR - CERTIFIED CORNER	FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION	OR - OFFICIAL RECORDS	POC - POINT OF COMMENCEMENT	SQ FT - SQUARE FEET
CLR - CHAIN LINK FENCE	FF - FINISH FLOOR	ORB - OFFICIAL RECORDS BOOK	PRC - POINT OF REVERSE	STRY - STORY
CLL - CENTERLINE	FI - FINISH	(P) - PLAT	PRM - PERMANENT REFERENCE	SW - SUEWELL
CM - CONCRETE MONUMENT	FINI - FOUND	PS - PLAT BOOK	PT - POINT OF TANGENCY	TR - TANGENT BEARING
CONC - CONCRETE	FP&L - FLORIDA POWER AND LIGHT	FS - FLORIDA STATUTE	REC - RECORD	T12S - TOWNSHIP 12 SOUTH
CCR - CORNER	(G) - GRID (STATE PLANE)	WV - WATER VALUE	WM - WATER METER	(TYP) - TYPICAL
(H) - HANDICAP SIGN	UHT - LIGHT POLE			UE - UNDERGROUND ELECTRIC
				UNK - UNKNOWN
				WJ - WITH

**Surveyor's Notes:**

- "SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
- "ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES."
- BEARINGS SHOWN HEREON ARE RELATIVE TO THE WESTERLY RIGHT-OF-WAY LINE OF MIDWAY DRIVE AS RECORDED IN MAP BOOK 5, PAGE 25 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS BEING N01°12'26"W.
- THE "LEGAL DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR PER THE CLIENT'S REQUEST.
- THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
- THIS IS NOT A BOUNDARY SURVEY. THIS SKETCH AND DESCRIPTION WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR. NO FIELD SURVEY WAS PERFORMED TO DEFINE OWNERSHIP.

**Surveyor's Certification:**

I hereby certify that the attached "Sketch and Description" of the hereon-described property is true and correct to the best of my knowledge, information and belief as prepared under my direction on March 15, 2018. I further certify that this "Sketch and Description" meets the standards of practice set forth in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to FS 472.027.

For the Firm By: \_\_\_\_\_  
 Jeffrey W. Patterson  
 Professional Surveyor and Mapper  
 Florida Registration No. 6384

TITLE BLOCK ABBREVIATIONS	
Eng. = ENGINEERING	L.B. = LICENSED BUSINESS
C.O.A. = CERTIFICATE OF AUTHORIZATION	Arch. = ARCHITECTURAL
Landsc. = LANDSCAPE	N/A = NOT APPLICABLE
No. = NUMBER	P.O. = POST OFFICE
	S. = COMPANY

NOT VALID WITHOUT SHEETS 1 THROUGH 2 OF 2.

Date: 03/15/18	Job No. U1206
Drawn by: BJB	Scale: N/A
File: sk&d_REV	



Prepared By:  
**CPH, Inc.**  
 Licensee:  
 Eng. C.O.A. No. 3215  
 Survey L.B. No. 7143  
 Arch. Lic. No. AA2600526  
 Landsc. Lic. No. LC0000238

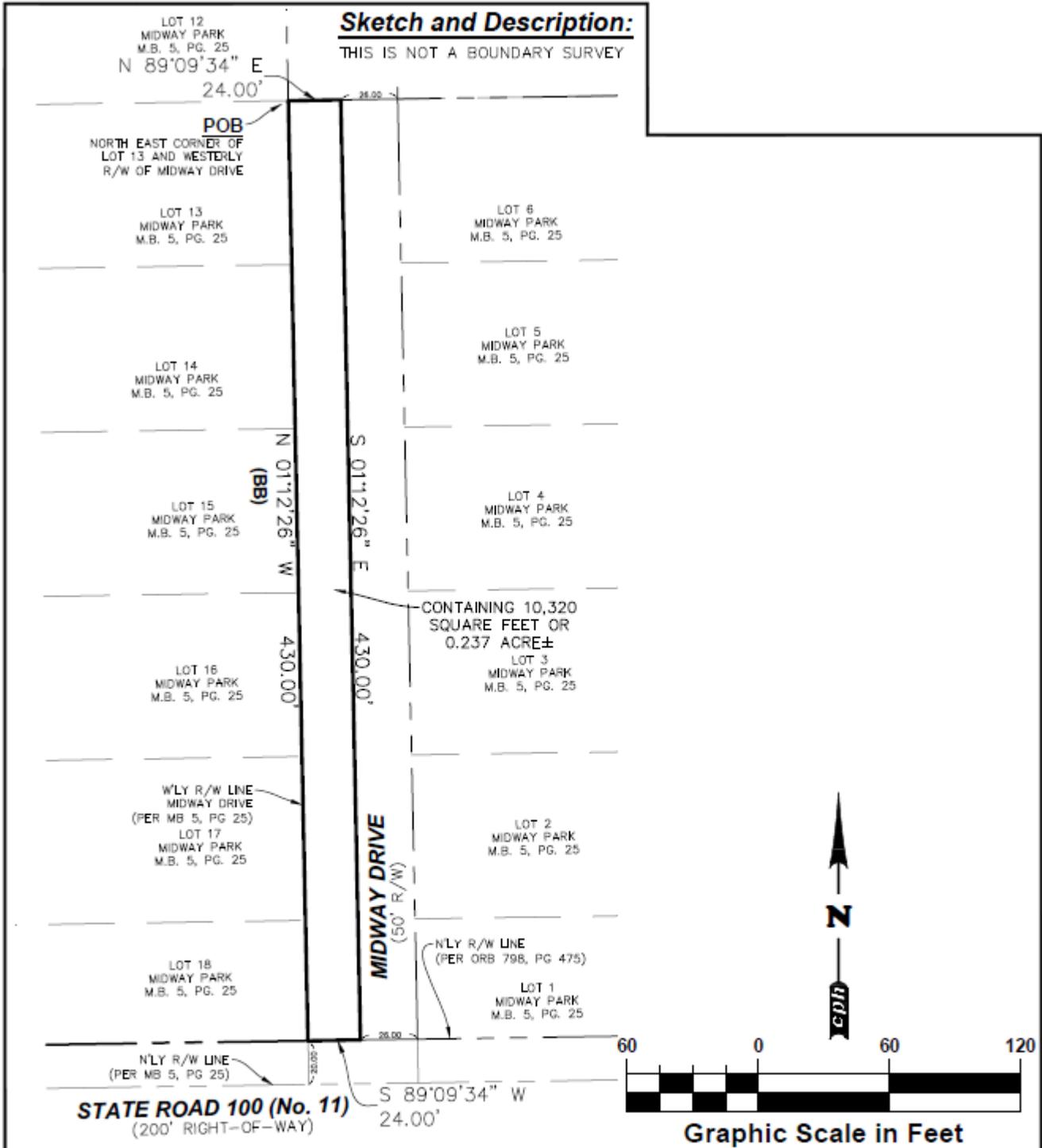
**UNICORP NATIONAL DEVELOPMENTS, LLC**  
 SECTION 8-TOWNSHIP 12 SOUTH-RANGE 31 EAST  
 CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA

Sheet  
**1**  
 1 of 2

520 Palm Coast Pkwy SW ~ Palm Coast, FL 32137 ~ Ph: 386.445.6569 **SKETCH AND DESCRIPTION** © 2018

**Sketch and Description:**

THIS IS NOT A BOUNDARY SURVEY



**THIS BLOCK ABBREVIATIONS:**  
 Eng. = ENGINEERING    L.B. = LICENSED BUSINESS  
 C.O.A. = CERTIFICATE OF AUTHORIZATION    Arch. = ARCHITECTURAL  
 Landsc. = LANDSCAPE    NA = NOT APPLICABLE    Lic. = LICENSED  
 No. = NUMBER    P.O. = POST OFFICE    © = COPYRIGHT

**NOT VALID WITHOUT SHEETS 1 THROUGH 2 OF 2.**

Date: 03/15/18    Job No. U1206  
 Drawn by: BJB    Scale: 1"=60'    File: SK&D\_REV

**cph**  
 www.cphcorp.com  
 520 Palm Coast Pkwy SW ~ Palm Coast, FL 32137 ~ Ph: 386.445.6569

Prepared By:  
**CPH, Inc.**  
 Licensee:  
 Eng. C.O.A. No. 3215  
 Survey L.B. No. 7143  
 Arch. Lic. No. AA2600926  
 Landsc. Lic. No. LC0000238

**UNICORP NATIONAL DEVELOPMENTS, LLC**  
 SECTION 8-TOWNSHIP 12 SOUTH-RANGE 31 EAST  
 CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA

**SKETCH AND DESCRIPTION**

Sheet  
**2**  
 2 of 2  
 © 2018

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

**PHASE I**

**SITE DATA:**

SITE AREA:	2.95 ACRES
ZONING:	MPD
BUILDING AREA:	6,119 SF
MAXIMUM BUILDING HEIGHT:	45 FT
PROPOSED BUILDING HEIGHT:	33 FT 4 IN
MAXIMUM ALLOWABLE F.A.R.:	0.40
PROPOSED F.A.R.:	0.07
MAXIMUM I.S.R.:	0.70
PROPOSED I.S.R.:	0.60

**BUILDING SETBACKS REQUIRED/PROVIDED**

	REQUIRED	PROVIDED
FRONT (SR100):	25 FT	173 FT
STREET SIDE (BULLDOG RD.):	25 FT	78 FT
REAR (NORTH):	10 FT	112 FT
INTERIOR SIDE (EAST):	10 FT	16 FT
CANOPY (EAST):	20 FT	6 FT
CANOPY (SOUTH):	20 FT	56 FT

**REQUIRED PARKING\*:**

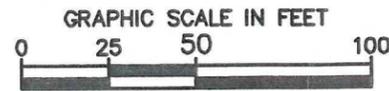
1SP/200 SF BUILDING (6,119 SF):	31 SPACES
1SP/2 SEATS FOR FOOD PATRONS (26 SEATS):	13 SPACES
<b>TOTAL SPACES REQUIRED:</b>	<b>44 SPACES</b>
*PROVIDED PARKING SHALL NOT EXCEED 120% OF REQUIRED PARKING	

**PROVIDED PARKING:**

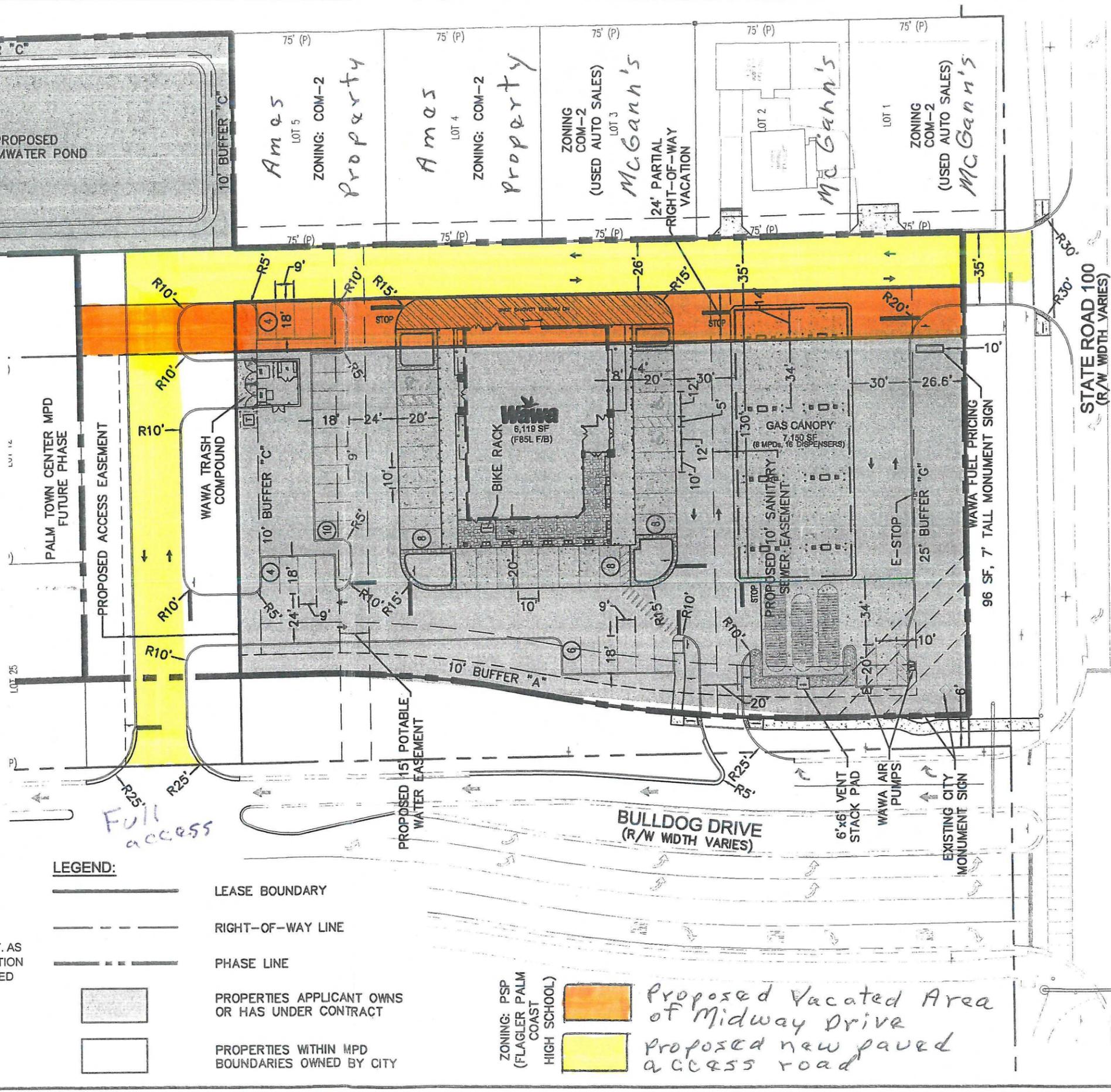
STANDARD SPACES (10'x20'):	23 SPACES
STANDARD SPACES (9'x18'):	24 SPACES
ADA SPACES (12'x20'):	3 SPACES
<b>TOTAL SPACES PROVIDED</b>	<b>50 SPACES</b>

**NOTE:**

1. THIS IS A PRELIMINARY SITE PLAN FOR ILLUSTRATIVE PURPOSES ONLY. AS SUCH, IT IS SUBJECT TO REGULATORY REVIEW AND PERMIT CONSIDERATION DURING THE TECHNICAL SITE PLAN STAGE AND WILL NEED TO BE UPDATED ACCORDINGLY.



**MIDWAY DRIVE**  
(50' R/W WIDTH)



**LEGEND:**

- LEASE BOUNDARY
- RIGHT-OF-WAY LINE
- PHASE LINE
- PROPERTIES APPLICANT OWNS OR HAS UNDER CONTRACT
- PROPERTIES WITHIN MPD BOUNDARIES OWNED BY CITY

ZONING: PSP  
(FLAGLER PALM COAST HIGH SCHOOL)

Proposed Vacated Area of Midway Drive  
 Proposed new paved access road

# City of Palm Coast, Florida Agenda Item

Agenda Date: 3/20/2018

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	2701	<b>Account</b>
<b>Subject</b>	RESOLUTION 2018-XX APPROVING THE FINAL PLAT FOR MARINA DEL PALMA	
<b>Background :</b>	<p>The Marina Del Palma Subdivision comprises 109.21+/- acres and is located on the east side of Colbert Road at Harbor View Drive. The Comprehensive Plan Future Land Use Map designates the subject property as Residential-Medium Density except for a smaller easterly portion designated Conservation. The property is zoned Master Planned Development (MPD) based on the City Council's December 5, 2017 approval of Ordinance 2017-26, that is also referred to as the Marina Del Palma Master Planned Development Agreement.</p> <p>The applicant, Kenneth W. Belshe of WGA Investments, LLC representing Sunbelt Palm Coast Marina, LLC proposes to subdivide the land into 146 single-family lots, Tracts 155 – 158 for multi-family units, and Tract 159 for commercial uses. The newly created lots and tracts meet the minimum requirements of the Unified Land Development Code and the MPD Agreement. The project also meets the technical requirements of Florida Statutes, Chapter 177.</p> <p>The infrastructure improvements are incomplete and are being bonded in the amount of \$2,519,229.59 as a performance bond.</p>	
<b>Recommended Action :</b>	Adopt Resolution 2018-XX approving the Final Plat for Marina Del Palma, Application No. 3414.	

**RESOLUTION 2018-\_\_\_\_\_**  
**MARINA DEL PALMA**  
**FINAL PLAT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING APPLICATION #3414 FOR THE FINAL PLAT OF THE MARINA DEL PALMA SUBDIVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on September 15, 2017, Application #3414, (hereinafter the Application) was submitted by Kenneth W. Belshe of WGA Investments, LLC representing property owner Sunbelt Palm Coast Marina, LLC, for approval of the Final Plat for the Marina Del Palma Subdivision; and

**WHEREAS**, the City has reviewed the development proposal and has determined that it is in accordance with the codes, ordinances and land development regulations of the City; and

**WHEREAS**, the City has reviewed the development proposal and has determined that conditions are required to be satisfied prior to the Mayor executing the final plat.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Palm Coast, Flagler County, Florida, that:

**SECTION 1. APPROVAL APPLICATION/FINDINGS.** The development approval sought under and pursuant to the Application is consistent with the City of Palm Coast Comprehensive Plan and development of the property will be subject to, and consistent with and in compliance with, applicable land development regulations and all other applicable regulations and ordinances as set forth in the Code of Ordinances of the City of Palm Coast.

**SECTION 2. 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 3. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 4. IMPLEMENTING ACTIONS.** The City Manager, or designee, is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect immediately upon passage and adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on the 20th day of March 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

\_\_\_\_\_  
MILSSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

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

Plat Surety Performance Bond

Bond No. CMS0327425

**KNOW ALL MEN BY THESE PRESENTS:**

That we SunBelt Palm Coast Marina LLC, whose address is 3129 Springbank Lane, Charlotte, NC 28226, hereinafter referred to as "PRINCIPAL" and RLI Insurance Company, whose address is 9025 N. Lindbergh Drive, Peoria, IL 61615, hereinafter referred to as "SURETY" are held and firmly bound unto the City of Palm Coast, a municipality of the State of Florida, whose address is 160 Cypress Point Parkway, Suite B-106, Palm Coast, Florida 32164, hereinafter referred to as the CITY in the sum of \$2,519,229.59 Two Million Five Hundred Nineteen Thousand Two Hundred Twenty Nine and 59/100 Dollars (120% of original approved estimate or contract cost) for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

**WHEREAS**, the above bound on PRINCIPAL has as a condition precedent to the approval by the City of Palm Coast of a plat of a certain subdivision known as Marina Del Palma has covenanted and agreed with the CITY to construct roads, streets and alleys, drainage as well as sidewalks, (see attached Public Improvement List) and other improvements based upon development plans and plans and specification pertaining to said subdivision, said development plans and plans and specifications pertaining to said subdivision being dated 8<sup>th</sup> day of January, 2018, and being on file with the CITY and

**WHEREAS**, it is a condition precedent to the recording of said subdivision that this bond be executed:

**NOW THEREFORE**, the conditions of these obligations are such that if the bound on PRINCIPAL shall construct the aforesaid improvements in accordance with any date prescribed in the approved development plans and plans and specification dated the 8<sup>th</sup> day of January, 2018, or within two (2) years of the date of approval, whichever occurs first, and shall in every respect fulfill its, his, their obligations under the development plans and plans and specifications, and shall indemnify and save harmless the CITY against contingent costs, which the CITY may sustain on account of the failure of the PRINCIPAL to perform in accordance with the developments plans and plans and specifications within the time therein specified, then this obligation to be void; otherwise to be and remain in full force and virtue.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform all or any part of the construction work required by the developments plans or plans and specification above referred to, within the time specified, the SURETY upon forty-five (45) days written notice from the CITY, or its authorized agent or officer, of the default, will forthwith

Plat Surety Performance Bond

perform and complete the aforesaid construction work and pay the cost thereof, including, but not limited to engineering, legal and contingent costs. Should the SURETY fail or refuse to perform and complete the said improvements, the CITY, in view of the public, interest, health, safety, and welfare factors involved and the inducement in approving and filing the said plat, shall have the right to resort to any and all legal remedies against the PRINCIPAL and the SURETY, or either, both at law and in equity, including specifically specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and the SURETY further jointly and severally agree that the CITY, at its option, shall have the right to construct or, pursuant to public advertisement and receipt of bids, cause to be constructed the aforesaid improvements in case the PRINCIPAL should fail or refuse to do so. In the event the CITY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally liable hereunder to reimburse the CITY the total cost thereof including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the PRINCIPAL to carry out and execute all the provisions of said agreement.

**IN WITNESS WHEREOF**, the PRINCIPAL and the SURETY have executed these presents this the 20th day of February, 2018.

Address:  
3129 Springbank Lane, Charlotte, NC 28226

(SEAL)

SunBelt Palm Coast Marina LLC  
PRINCIPAL

By: [Signature]  
Kenneth W. Belshe, as Attorney-in-Fact  
Its: for Graham B. Allen, Its Manager  
(If corporation)

CORPORATE SEAL

Address:  
9025 N. Lindbergh Drive, Peoria, IL 61615

RLI Insurance Company  
SURETY

By: [Signature]  
It's Attorney-in-Fact, Stephanie L. Klearman

ATTEST: [Signature]

# LOCATION MAP



Harbor View Dr.

Colbert Lane

300 m  
1000 ft

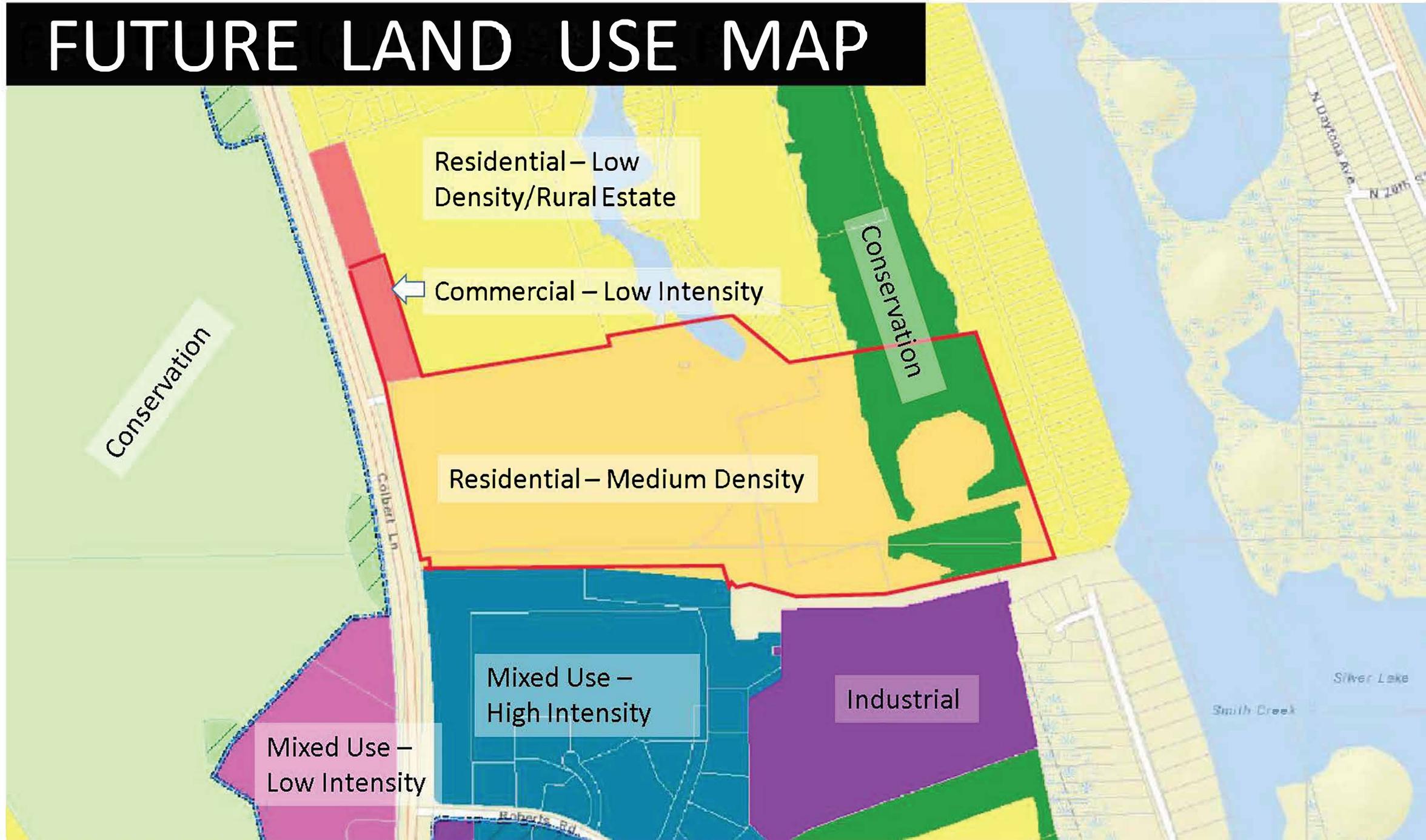
# Marina Del Palma Wide View Aerial



The City of Palm Coast prepares and uses this map/map data for its own purposes. This map/map data displays general boundaries and may not be appropriate for site specific uses. The City uses data believed to be accurate; however, a degree of error is inherent in all maps. This map/map data is distributed AS-IS without warranties of any kind, either expressed or implied including, but not limited to, warranties of suitability to a particular purpose or use. This map/map data is intended for use only at the published scale. Detailed on-the-ground surveys and historical analyses of sites may differ substantially from this map/map data. Print Date: Tue Aug 29 2017 11:00:44 AM.



# FUTURE LAND USE MAP



# ZONING MAP



# City of Palm Coast, Florida Agenda Item

Agenda Date: 3/20/2018

<b>Department</b>	FINANCE	<b>Amount</b>
<b>Item Key</b>	2684	<b>Account #</b>
<b>Subject</b>	RESOLUTION 2018-XX ACCEPTING THE COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017, AS PRESENTED BY JAMES MOORE & CO., P.L.	
<b>Background :</b>	The annual audit has been completed by James Moore & Co., P.L., for the fiscal year ending September 30, 2017, and the Comprehensive Annual Financial Report has been prepared. The audit report document is being presented for review and acceptance by City Council. A copy of the report is attached as Exhibit A.	
<b>Strategic Action Plan :</b>	Approach 3.1.1.2. Process previous fiscal year's transactions with no audit comments related to accounting errors.	
<b>Recommended Action :</b>	Adopt Resolution 2018-XX accepting the Comprehensive Annual Financial Report for the fiscal year ending September 30, 2017, as presented by James Moore & Co., P.L.	

**RESOLUTION 2018-\_\_\_\_**  
**COMPREHENSIVE ANNUAL FINANCIAL REPORT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, ACCEPTING THE COMPREHENSIVE ANNUAL FINANCIAL REPORT AS PRESENTED BY THE EXTERNAL AUDIT FIRM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the audit firm of James Moore & Co., P.L., has completed its annual audit of the City of Palm Coast; and

**WHEREAS**, James Moore & Co., P.L., has issued an unqualified audit opinion for Fiscal Year 2016-2017; and

**WHEREAS**, the audit report has been presented to the City Council of the City of Palm Coast.

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

**SECTION 1. ACCEPTANCE OF THE ANNUAL FINANCIAL REPORT.** The City Council of the City of Palm Coast hereby accepts the Fiscal Year 2016-2017 Comprehensive Annual Financial Report as presented by James Moore & Co, P.L, as attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 2. 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 3. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 4. 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 20th day of March 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A - Comprehensive Annual Financial Report Fiscal Year 2016-2017

Approved as to form and legality

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



2017

Comprehensive  
Annual Financial Report  
For the Fiscal Year ending September 30, 2017



city of  
**PALM COAST**  
**FLORIDA**



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**CITY OF PALM COAST, FLORIDA**  
**COMPREHENSIVE ANNUAL FINANCIAL REPORT**  
**For The Year Ended September 30, 2017**

Prepared by:  
City of Palm Coast  
Financial Services Department



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# INTRODUCTORY SECTION

This section contains the following subsections:

- Table of Contents
- Letter of Transmittal
- Certificate of Achievement for Excellence in Financial Reporting
- Organizational Chart
- List of Principal Officials



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**Comprehensive Annual Financial Report  
Of the City of Palm Coast, Florida  
For The Year Ended September 30, 2017**

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# LETTER OF TRANSMITTAL



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In 1975, the Flagler County Board of County Commissioners established the Palm Coast Service District, consisting of almost 40,000 acres. Funds for the district were derived primarily from ad valorem taxes and were utilized to provide fire services, fire hydrants, street maintenance and lighting, animal control and emergency services.

In September 1999, the citizenry of Palm Coast voted overwhelmingly by a margin of two to one to incorporate as a council/manager form of government. On December 31, 1999, the City of Palm Coast was officially incorporated. On October 1, 2000, all services were officially transferred from the former Service District to the City of Palm Coast. The five-member City Council is elected at large and serves staggered four-year terms. One member is elected as Mayor. The promulgation and adoption of policy are the responsibility of the Council and the execution of such policy is the responsibility of the Council appointed city manager. The City hired its first city manager on April 17, 2000.

The City of Palm Coast currently has a population of 82,760 residents and covers an area of approximately 89 square miles. For fiscal year 2018, property within the City has a taxable value of \$4,612,577,686. This was an increase of approximately seven percent from 2017. The City's property tax rate for fiscal year 2018 is set at \$4.5937 per \$1,000 of taxable value. Approximately five percent of the property taxes levied have been committed to capital projects for fiscal year 2018.

The City provides a wide range of services including development services, fire services, street construction and maintenance, a water and wastewater utility, stormwater management, parks, and recreational activities. Palm Coast contracts with the Flagler County Sheriff for law enforcement services.

## **Economic Outlook**

The City's economy continues to steadily improve. All economic indicators are pointing in a positive direction. Real estate values continued to rise in 2017 with the median sales price up 7.4% and with values expected to continue to appreciate in 2018. Single-family permits are up again with 610 permits issued in 2017, the sixth straight year of increased permit activity. Population projections are positioning Palm Coast to be one of the fastest growing areas over the next five years. In addition, the labor market has healed from the high unemployment rate of 9.6% five years ago, with the unemployment rate hitting 3.9% at the end of 2017. Palm Coast has 5,743 more people employed than five years ago.

A particular bright spot has been taxable sales within the City. We have seen over a 34% increase in taxable sales since 2011, which represents an increase of \$185 million. This is mainly due to the addition of several shopping centers since 2007 and increases in tourists and related spending. Previously vacant commercial plazas, such as City Marketplace and European Village, have seen renewed activity with many new businesses opening. Taxable sales should continue to grow in 2018 with continued commercial growth, especially the commercial development along State Road 100.

## **Long-term Financial Planning**

The City Council continues to focus on carrying out its Strategic Action Plan and the related goals, projects, and programs. Economic development is guided by the City's Prosperity 2021 plan, which is integrated within the Strategic Action Plan. This plan takes an inside out approach, by strengthening our existing neighborhoods and commercial areas. This past fiscal year, the City's taxable value appreciated approximately 6%. As all major economic indicators are now trending in a positive direction, we expect the local economy's improvement to accelerate in the coming year and have a positive impact on City revenue sources.

While we continue to project revenues conservatively, the improving economy is expected to have a positive effect on some revenue sources. However, due to the current rate structure of our stormwater fee, our stormwater improvement and maintenance program will require additional funding in the near future. Without additional revenue sources, increased fees or tax rates, or shifting funding from existing projects, programs, or services, the City will be limited in its ability to fund additional projects, programs, or services that might be desired by the community. The last stormwater rate increase went into effect in 2013. Due to the current rate structure of our stormwater fee, rising costs are not being offset by increases in revenue. The 2018 budget includes funding for a stormwater fee rate study.

This past fiscal year, staff presented City Council with options for refinancing Utility State Revolving Fund loans and the State Road 100 Corridor Community Redevelopment Agency (SR 100 CRA) Note issued in 2014. The City received an offer to reduce the interest rates applicable to various SRF loans. As a result, City Council took action to authorize a loan in order to refund certain State Revolving Fund loans from the Florida Department of Environmental Protection. In addition, the SR 100 CRA received an offer to substantially lower the current interest rate while eliminating the uncertainty and inflationary risks associated with resetting the interest rate in 2024. City Council authorized modifications to the existing loan achieving a significant interest savings to the Agency over the term of the Note.

### **Future Projects and Programs**

The need for infrastructure projects continues to grow as existing infrastructure ages, new development occurs, and the population continues to increase. In the upcoming fiscal year, we will continue rehabilitating our older infrastructure and constructing new infrastructure needed to accommodate anticipated growth. The City has experienced an increase in population year after year and we anticipate this growth to continue. The University of Florida Bureau of Economic and Business Research projects that by 2035, the City of Palm Coast will almost double in population, exceeding 150,000 people. During the past fiscal year, City Council made prudent financial decisions to ensure the City maintains a strong financial position and the ability to fund necessary projects to keep up with growth and maintain aging infrastructure.

The City will continue its efforts to expand the local economy through the Palm Coast Business Assistance Center (BAC) and by attracting sports tournaments and tourism. Both efforts have already seen much success. Since its inception, the BAC has helped businesses invest approximately \$31.5 million in our local economy through capital investment, increased sales, and salaries. The City in partnership with our local sports clubs and the Flagler County Tourist Development Council continues to attract sports tournaments and the associated visitor spending.

Consistent with the City Council focus to help grow the local economy and develop our downtown, this past year the State Road 100 Community Redevelopment Agency entered into a public-private partnership to develop the Bulldog Drive area. If redevelopment ultimately occurs, the economic impact will result in additional private investment and tax revenue to the CRA. In the upcoming fiscal year, the City will continue to work on attracting capital investment to the CRA and our future downtown, known as Town Center.

While the City will continue to implement programs and projects that have been successful, City Council is focused on downtown development, innovation, and new programs and projects to encourage economic growth in the coming years. The improving local economy enables the City and its partners to maintain our neighborhoods, support existing businesses, and encourage investment by attracting residents, visitors and businesses.

### **Awards**

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Palm Coast for its comprehensive annual financial report for the fiscal year ended September 30, 2016. This is the sixteenth year that Palm Coast has achieved this prestigious award. In order

to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

The City of Palm Coast also received the GFOA Award for Outstanding Achievement in Popular Annual Financial Reporting for its Fiscal Year 2016 Popular Annual Financial Report. This is the fourth year that Palm Coast has received this award.

The City of Palm Coast also received the GFOA Distinguished Budget Presentation Award for its Fiscal Year 2017 budget document. This is the fourteenth consecutive year that Palm Coast has received this award.

The City of Palm Coast also received the ICMA Certificate of Distinction for its Fiscal Year 2017 performance management process. This is the fourth consecutive year that Palm Coast has received this award.

### **Acknowledgements**

The preparation of this report would not have been possible without the efficient and dedicated services of the entire Finance staff. We would like to express our appreciation to all members of the department who assisted and contributed to the preparation of this report. Credit must also be given to the Mayor and the City Council for their unfailing support for maintaining the highest standards of professionalism in the management of the City of Palm Coast's finances.

Respectfully submitted,



Jim Landon  
City Manager



Helena Alves  
Finance Director



Government Finance Officers Association

Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting

Presented to

**City of Palm Coast  
Florida**

For its Comprehensive Annual  
Financial Report  
for the Fiscal Year Ended

**September 30, 2016**

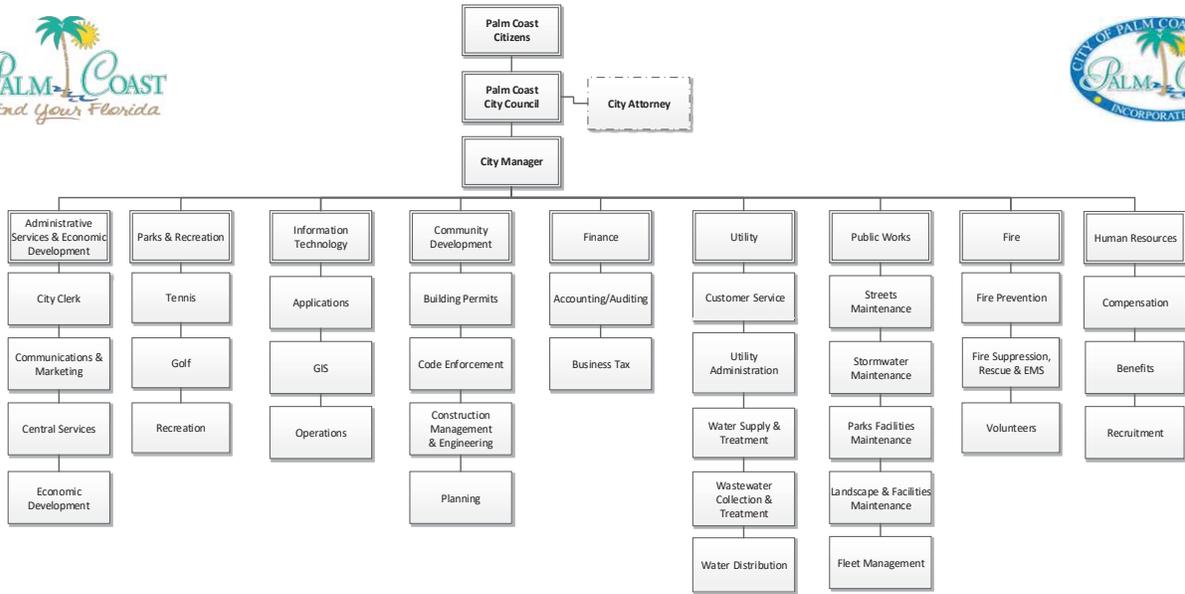
*Christopher P. Morill*

Executive Director/CEO



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# Organizational Chart



**LIST OF PRINCIPAL OFFICIALS**

**September 30, 2017**

**ELECTED OFFICIALS**

Mayor

Honorable Milissa Holland

City Council Members:

Robert Cuff  
Nick Klufas  
Steven Nobile  
Heidi Shipley

**CITY OFFICIALS**

City Manager

James S. Landon

City Attorney

William Reischmann

City Auditor

James Moore & Co., P.L.

Finance Director

Christopher M. Quinn

# FINANCIAL SECTION

This section contains the following subsections:

- Independent Auditors' Report
- Management's Discussion and Analysis
- Basic Financial Statements
- Required Supplementary Information
- Combining and Individual Fund Statements and Schedules



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# **INDEPENDENT AUDITORS' REPORT**



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## INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor, City Council, and City Manager,  
City of Palm Coast, Florida:

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Palm Coast, Florida, as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

### ***Management's Responsibility for the Financial Statements***

City of Palm Coast, Florida's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditors' Responsibility***

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### ***Opinions***

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Palm Coast, Florida, as of September 30, 2017, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## ***Other Matters***

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Other Information***

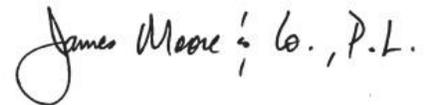
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Palm Coast, Florida's basic financial statements. The introductory section, combining and individual nonmajor fund financial statements, budgetary comparison schedules, fiduciary fund schedules, and statistical section, and the Schedule of Expenditures of Federal Awards as listed in the table of contents, as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements, budgetary comparison schedules, fiduciary fund schedules, and the Schedule of Expenditures of Federal Awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated March 5, 2018, on our consideration of the City of Palm Coast, Florida's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Palm Coast, Florida's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive style with a large initial 'J'.

Daytona Beach, Florida  
March 5, 2018

# MANAGEMENT'S DISCUSSION AND ANALYSIS



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## MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the City of Palm Coast, we offer readers of the City of Palm Coast's financial statements this narrative overview and analysis of the financial activities of the City of Palm Coast for the fiscal year ended September 30, 2017. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages vii-x of this report.

The City of Palm Coast management's discussion and analysis is designed to (a) assist the reader in focusing on significant financial issues, (b) provide an overview of the City's financial activity, (c) identify changes in the City's financial position (its ability to address the next and subsequent years challenges), (d) identify any material deviations from the financial plan (the approved budget), and (e) identify individual fund issues or concerns.

### Financial Highlights

- The assets and deferred outflows of the City of Palm Coast exceeded its liabilities and deferred inflows at the close of fiscal year 2017 by \$479,942,892. Of this amount, \$41,305,216 may be used to meet the City's ongoing obligations to citizens and creditors.
- The City's total net position increased by \$28,251,716. Over \$9 million of the increase was the result of increased utility revenue due to planned rate increases and customer growth as well as related impact fee collections. The balance of the increase was primarily due to donated capital asset infrastructure received.
- As of the close of fiscal year 2017, the City's governmental funds reported combined ending fund balances of \$15,675,222 an increase of \$234,121 over the prior year. The increase in combined ending fund balances was primarily due to increased revenues from development related impact fees less a planned and budgeted use of capital projects fund balance for City projects.
- At the end of fiscal year 2017, unassigned fund balance in the general fund was \$6,784,518 or 19.6% of total general fund expenditures.
- The City of Palm Coast's total debt increased by \$14,617,481 during the current fiscal year. This was primarily due additional withdrawals from the State Revolving Fund Loan WW180420 for the construction of wastewater treatment plant II, net of, annual principal payments on outstanding debt.
- The application of GASB Statement No. 68 resulted in recording of a Net Pension Liability and Asset, as well as related Deferred Inflow and Outflows. The net result of these transactions was a decrease in unrestricted net position of \$997,641.

### Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City of Palm Coast's basic financial statements. The City of Palm Coast's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

**Government-wide financial statements.** The government-wide financial statements are designed to provide readers with a broad overview of the City of Palm Coast's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the City of Palm Coast's assets, deferred outflows, liabilities, and deferred inflows, with the difference between these reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City of Palm Coast is improving or deteriorating.

The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City of Palm Coast that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City of Palm Coast include general government, public safety, transportation and physical environment, and culture and recreation. The business-type activities of the City of Palm Coast include a water and sewer utility, solid waste collection, stormwater management, building permits, and information technology.

The government-wide financial statements can be found on pages 23-24 of this report.

**Fund Financial Statements.** A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Palm Coast, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City of Palm Coast can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

**Governmental funds.** Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as, on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City of Palm Coast maintains twelve individual governmental funds. Seven of the governmental funds are classified as nonmajor and are summarized under this heading in the governmental fund presentation. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, capital projects fund, transportation impact fee fund, streets improvement fund, and SR100 CRA fund, which are considered to be major funds. Data from the nonmajor governmental funds are combined into a single, aggregated presentation. Individual fund data for nonmajor governmental funds is provided in the form of combining statements elsewhere in this report.

The City adopts an annual appropriation budget for its general, capital projects, transportation impact fee, streets improvement, SR100 CRA and nonmajor governmental funds. A budgetary comparison schedule has been provided for these funds to demonstrate compliance with this budget.

The basic governmental fund financial statements can be found on pages 25-28 of this report.

**Proprietary funds.** The City of Palm Coast maintains two different types of proprietary funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements.

The City of Palm Coast uses enterprise funds to account for its water and sewer utility, solid waste collection, stormwater management, building permits, and information technology (IT). Internal service funds are an accounting device used to accumulate and allocate costs internally among the City of Palm Coast's various functions. The City of Palm Coast uses internal service funds to account for its fleet of vehicles, communications, facilities maintenance and self-insured health program. Because these services predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the water and sewer utility, stormwater management, and solid waste collection major funds, as well as, the building permits, and information technology (IT) nonmajor funds. Data from the nonmajor proprietary funds are combined into a single, aggregated presentation. Individual fund data for nonmajor proprietary funds is provided in the form of combining statements elsewhere in this report. The internal service funds are also presented in the proprietary fund financial statements, but not included in the totals for proprietary funds. Individual fund data for internal service funds is provided in the form of combining statements elsewhere in this report.

The basic proprietary fund financial statements can be found on pages 29-34 of this report.

**Fiduciary funds.** Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statement because the resources of those funds are not available to support the City of Palm Coast's own programs. The accounting used for fiduciary funds is similar to that used for proprietary funds. The City maintains one fiduciary fund, which is the volunteer firefighters' pension fund.

The basic fiduciary fund financial statements can be found on pages 35-36 of this report.

**Notes to the financial statements.** The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 37-87 of this report.

**Other information.** In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information. This includes budget and actual comparisons for the general fund and major special revenue funds with adopted budgets. This also includes the City of Palm Coast's progress in funding its obligation to provide pension benefits to the volunteer firefighters, select public safety employees, and its Other Postemployment Benefits (OPEB) obligation. Required supplementary information can be found on pages 90-101 of this report.

## Government-wide Overall Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City of Palm Coast, assets and deferred outflows exceeded liabilities and deferred inflows by \$479,942,892 at the close of the most recent fiscal year.

Of the net position, 8.61% falls in the unrestricted category. These may be used to meet ongoing obligations to citizens and creditors. Approximately 4.88% of net position represents resources that are subject to external restrictions. By far, the largest portion of the City of Palm Coast's net position (86.51) reflects its investment in capital assets (e.g., land, buildings, and equipment); less any related debt used to acquire those assets that is still outstanding. These capital assets are used to provide services to citizens and therefore are not available for future

spending. Although the investment in capital assets is reported net of related debt used to acquire the assets, it should be noted that the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities.

At the end of the current fiscal year, the City of Palm Coast is able to report positive balances in all three categories of net position for the government as a whole. For the prior fiscal year, all categories were also positive.

**Table I**  
**City of Palm Coast's Net Position**

	<u>Governmental Activities</u>		<u>Business-type Activities</u>		<u>Total</u>	
	2017	2016	2017	2016	2017	2016
Current and other assets	\$ 44,046,481	\$ 39,882,122	\$ 58,543,273	\$ 51,603,840	\$ 102,589,754	\$ 91,485,962
Capital assets	339,155,898	326,499,371	246,433,725	227,070,014	585,589,623	553,569,385
Total assets	<u>383,202,379</u>	<u>366,381,493</u>	<u>304,976,998</u>	<u>278,673,854</u>	<u>688,179,377</u>	<u>645,055,347</u>
Total deferred outflows of resources	1,574,494	1,627,351	1,209,630	1,326,959	2,784,124	2,954,310
Long-term liabilities	14,645,166	14,683,427	178,848,693	164,192,951	193,493,859	178,876,378
Other liabilities	15,575,060	13,384,595	1,043,395	3,109,475	16,618,455	16,494,070
Total liabilities	<u>30,220,226</u>	<u>28,068,022</u>	<u>179,892,088</u>	<u>167,302,426</u>	<u>210,112,314</u>	<u>195,370,448</u>
Total deferred inflows of resources	350,835	329,388	557,460	618,645	908,295	948,033
Net position:						
Net investment in capital						
assets	330,790,898	317,474,371	84,435,596	72,761,895	415,226,494	390,236,266
Restricted	7,954,237	5,537,610	15,456,945	14,009,367	23,411,182	19,546,977
Unrestricted	15,460,677	16,599,453	25,844,539	25,308,480	41,305,216	41,907,933
Total net position	<u>\$ 354,205,812</u>	<u>\$ 339,611,434</u>	<u>\$ 125,737,080</u>	<u>\$ 112,079,742</u>	<u>\$ 479,942,892</u>	<u>\$ 451,691,176</u>

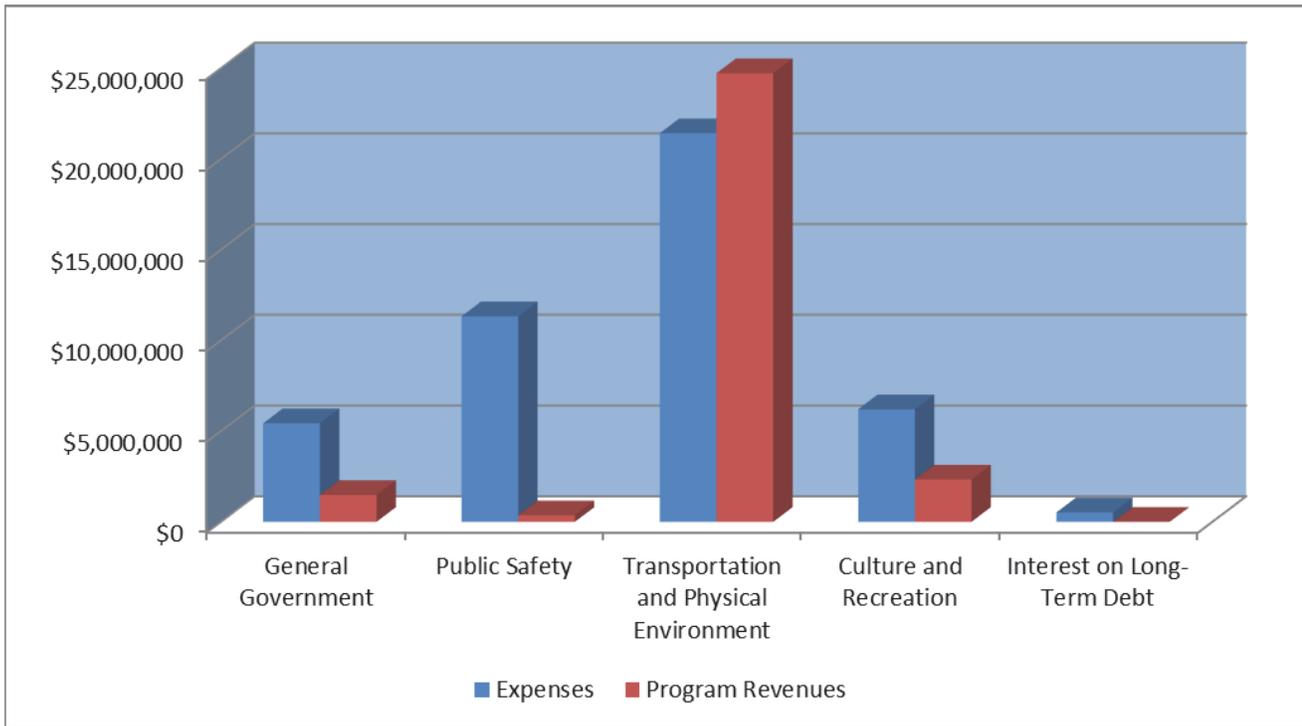
## Governmental Activities

Governmental activities increased the City of Palm Coast's net position by \$14,594,378 during the current fiscal year. Factors include revenues in excess of expenditures in the general fund, accumulation of impact fees due to increased development in the community, capital assets infrastructure donated to the City, and planned use of capital projects fund balance. Long-term liabilities decreased \$38,261 primarily due to principal payments made, net of an increase in the FRS net pension liability for the year. Governmental activities unrestricted net position decreased by \$1,138,776. The primary driver for this was due to hurricane expenditures incurred in excess of anticipated FEMA grant reimbursements. Capital grants and contributions increased \$11,745,653 primarily due to donated capital asset infrastructure received during the fiscal year, net of completion of grant funded road projects. Operating grants and contributions increased \$4,666,964 primarily due to several CDBG projects that were done during fiscal year 2017, and FEMA hurricane reimbursements expected. Property taxes increased \$788,549 due to a 5% increase in taxable value throughout the City. The millage rate remained flat. Changes in general government and transportation and physical environment expenses offset due to a reorganization during the fiscal year. Transportation and physical environment expenditures increased by \$3,847,276 mainly due to hurricane expenditures incurred.

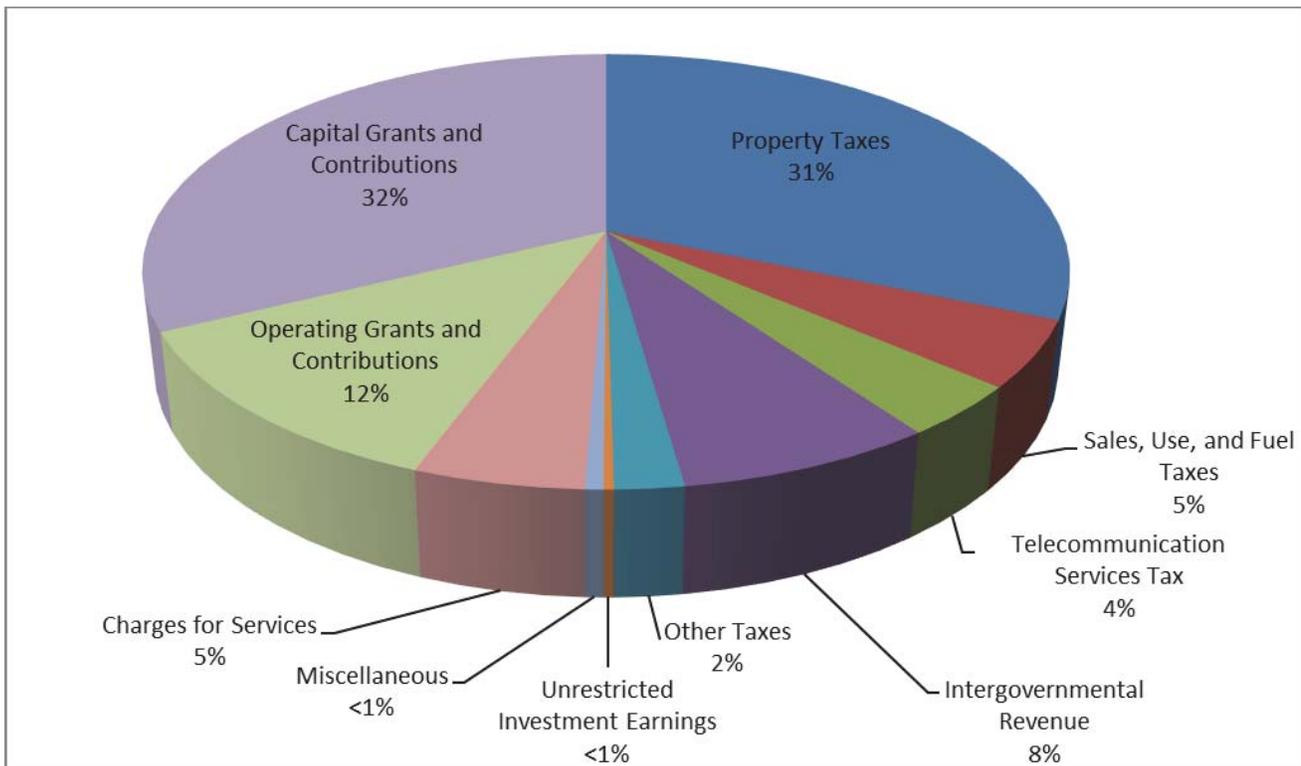
**Table II**  
**City of Palm Coast's Changes in Net Position**

	<u>Governmental Activities</u>		<u>Business-type Activities</u>		<u>Total</u>	
	2017	2016	2017	2016	2017	2016
Revenues:						
Program revenues:						
Charges for services	\$ 2,943,827	\$ 2,776,765	\$ 56,038,278	\$ 54,645,631	\$ 58,982,105	\$ 57,422,396
Operating grants and contributions	7,078,147	2,411,183	-	-	7,078,147	2,411,183
Capital grants and contributions	18,889,042	7,143,389	6,368,010	5,121,164	25,257,052	12,264,553
General revenues:						
Property taxes	18,380,759	17,592,210	418,442	363,863	18,799,201	17,956,073
Other taxes	6,291,114	6,303,559	-	-	6,291,114	6,303,559
Intergovernmental	4,463,316	4,299,085	-	-	4,463,316	4,299,085
Other	487,655	529,701	411,102	482,167	898,757	1,011,868
Total revenues	58,533,860	41,055,892	63,235,832	60,612,825	121,769,692	101,668,717
Expenses:						
General government	5,435,785	3,471,694	-	-	5,435,785	3,471,694
Public safety	11,332,196	11,013,862	-	-	11,332,196	11,013,862
Transportation and physical environment	21,427,067	17,579,791	-	-	21,427,067	17,579,791
Parks and recreation	6,202,008	6,136,059	-	-	6,202,008	6,136,059
Utility	-	-	33,063,660	31,562,957	33,063,660	31,562,957
Solid waste	-	-	7,680,586	7,349,686	7,680,586	7,349,686
Stormwater	-	-	5,554,569	6,473,450	5,554,569	6,473,450
Building permits	-	-	1,592,586	1,516,413	1,592,586	1,516,413
Information technology	-	-	705,729	985,726	705,729	985,726
Interest on long-term debt	523,790	578,231	-	-	523,790	578,231
Total expenses	44,920,846	38,779,637	48,597,130	47,888,232	93,517,976	86,667,869
Increase (decrease) in net position before transfers	13,613,014	2,276,255	14,638,702	12,724,593	28,251,716	15,000,848
Transfers	981,364	1,157,742	(981,364)	(1,157,742)	-	-
Increase (decrease) in net position	14,594,378	3,433,997	13,657,338	11,566,851	28,251,716	15,000,848
Net position - beginning	339,611,434	336,177,437	112,079,742	100,512,891	451,691,176	436,690,328
Net position - ending	\$ 354,205,812	\$ 339,611,434	\$ 125,737,080	\$ 112,079,742	\$ 479,942,892	\$ 451,691,176

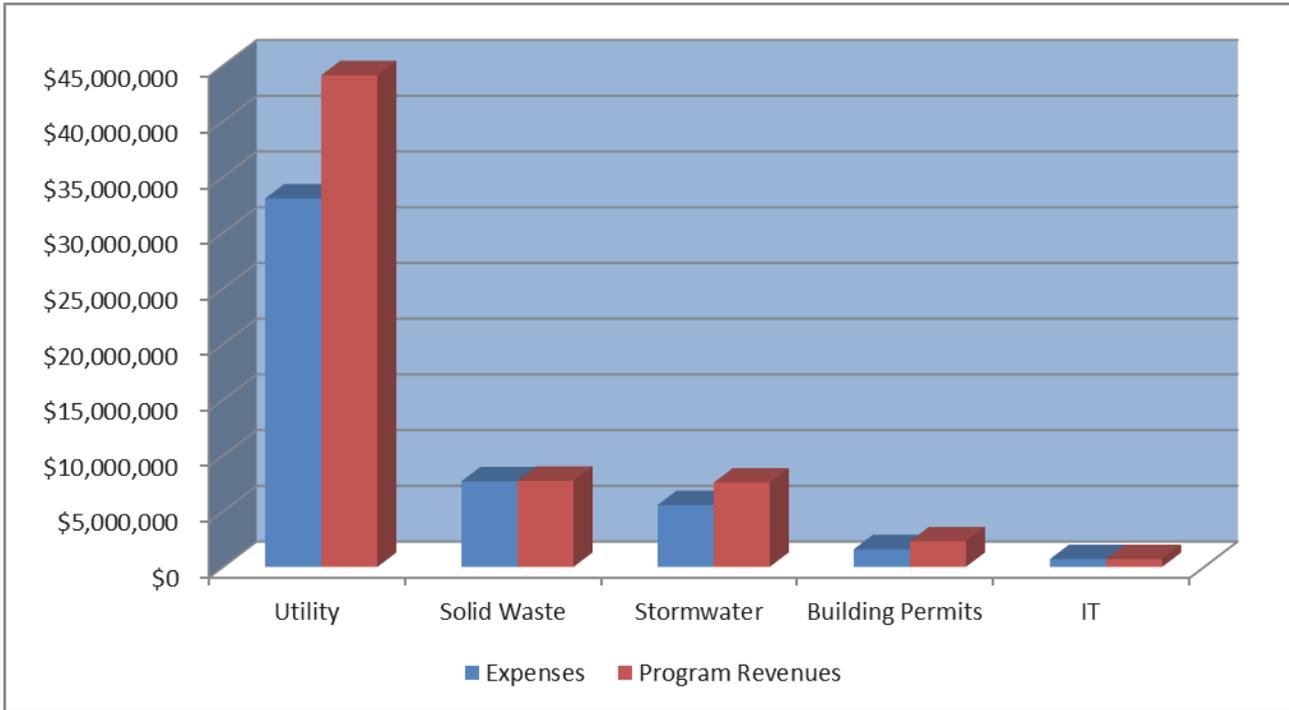
### Expenses and Program Revenues – Governmental Activities



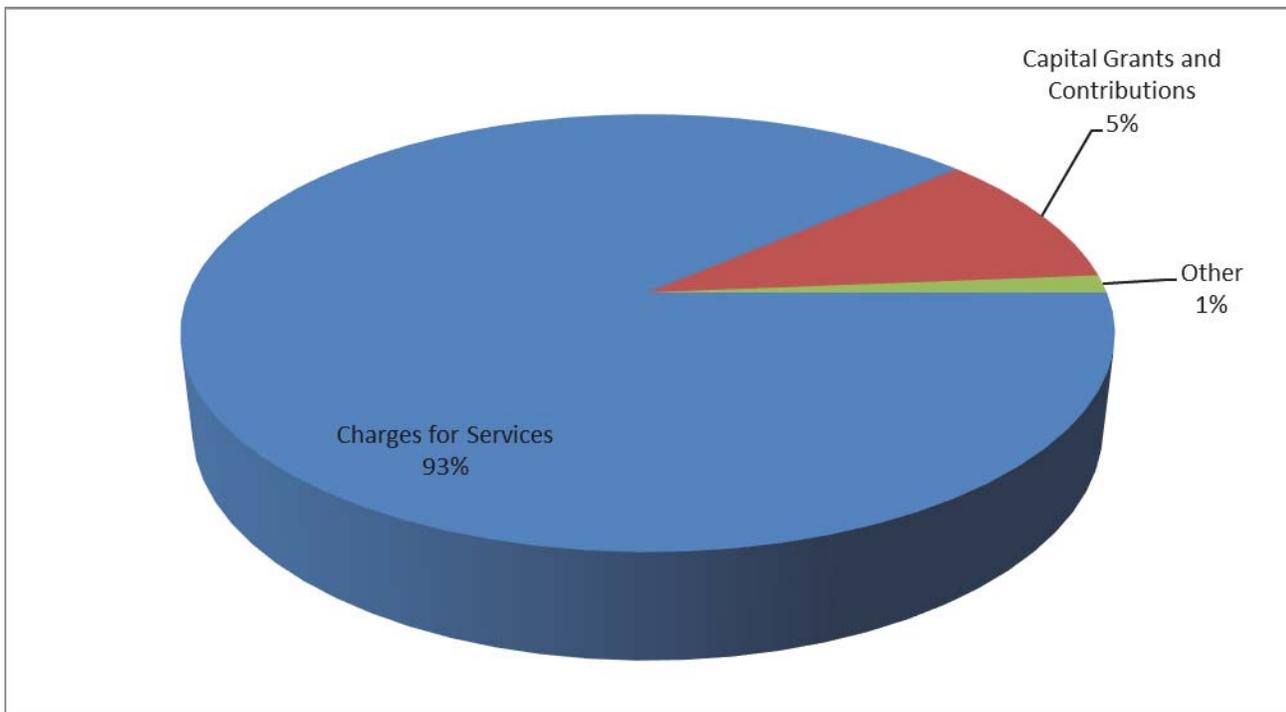
### Revenues by Source – Governmental Activities



### Expenses and Program Revenues – Business-type Activities



### Revenues by Source – Business-type Activities



## Business-type Activities

Business-type activities increased the City of Palm Coast's net position by \$13,657,338. The increase in net position was attributable to an approximately \$9.9 million increase in the utility fund, the continuing effect of a multi-year rate increase designed to improve reserves and allocate additional amounts for capital projects, and increased revenues due to development contributed to the change. Utility expenses also increased due to the increasing customer base, but at a slower rate than revenues. Approximately \$6 million of the increase was due to impact fee collections from development activities. Stormwater expenses decreased \$888,178 for the year due to projects that were carried to FY 2018. The net results of these activities above were the primary drivers of business-type activities unrestricted net position increasing by approximately \$5.9 million. The increase of over \$9 million in restricted net position for capital construction and renewal & replacement was primarily related to impact fees collected, and projected transfers to capital projects of the Utility.

## Financial Analysis of the Government's Funds

**Governmental funds.** The general fund is the chief operating fund of the City. At the end of the current fiscal year, unassigned fund balance in the general fund was \$6,784,518, with an additional \$2,826,717 committed for a disaster reserve. The total fund balance stood at \$9,813,111. As a measure of the general fund's liquidity, it may be useful to compare both unassigned and total fund balance to fund expenditures. Unassigned fund balance represents approximately 20% of total general fund expenditures for fiscal year 2017 and 22% for fiscal year 2016. Total fund balance represents approximately 28% of the total general fund expenditures versus 30% for fiscal year 2016.

The fund balance of the City of Palm Coast's general fund increased by \$903,056 during the current fiscal year.

The primary driver for the overall increase in the fund balance is related to revenues exceeding expenditures for the year. This was driven by the ongoing cost saving program, with operating departments coming in under budget for the year.

The capital projects fund has a total fund balance of \$2,139,299, a decrease of \$3,292,818. This decrease is primarily due to the budgeted use of accumulated funds from previous years. The transportation impact fee total fund balance was \$2,734,520, an increase of \$1,328,530. This is due to the accumulation of impact fee collections to offset past expenditures in excess of available revenues. The streets improvement fund balance was \$3,560,496 representing an increase of \$741,271. This increase is primarily due to a budgeted transfer of \$700,000. The SR100 CRA fund balance was \$251,220, an increase of \$85,255. The other governmental funds have a total fund balance of \$(2,823,424). This represents an increase of \$468,827 during the current fiscal year. The increase is primarily due to the accumulation of impact fees in the various funds.

**Proprietary funds.** The City of Palm Coast's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the utility fund was \$22,100,910 at the end of the year, with the total fund balance at \$91,178,742. The unrestricted net position increased \$5,968,960 for the year. This was partially due to increased income before capital contributions and transfers. This was the result of increased customer sales and the effects of a recent rate adjustment program.

The unrestricted net position of the solid waste fund was \$1,460,849, which represents an increase of \$50,395. An ongoing revenue maximization program is the primary factor for the change.

Unrestricted net position of the stormwater fund was \$2,466,751, which represents an increase of \$1,039,576. This increase was due to the deferral of certain expenditures until fiscal year 2018.

Unrestricted net position in the building permits fund was \$2,884,232, which represents an increase of \$615,556. This increase is primarily due increased revenues from development within the City.

Unrestricted net position in the information technology fund (IT) was \$687,356, which represents an increase of \$198,352. This increase is primarily due to the decrease in invested capital assets due to equipment depreciation.

### **Fund Balance Policy Compliance**

**Governmental funds.** The general fund adjusted unassigned fund balance exceeds the policy minimum of ten percent of the following year's budgeted expenditures. The City Council has chosen to leave this excess in place to hedge against unanticipated future revenue decreases, and the need for future infrastructure investment. In September of 2017, the City was affected by Hurricane Irma. The majority of the hurricane expenditures will be incurred in fiscal year 2018. It is anticipated that a portion of the adjusted unassigned fund balance may be needed to replenish disaster reserve funds not reimbursable by insurance or FEMA.

**Proprietary funds.** The utility and stormwater fund unrestricted net position exceeds the policy minimum of ten percent of the following year's budgeted expenses. The City Council has chosen to leave this excess in place to hedge against unanticipated future revenue decreases, and to apply excess funds towards additional capital improvements. The solid waste fund unrestricted net position exceeds the policy minimum of ten percent. These amounts are being used to hedge against uncollectible accounts and to provide working capital.

**Internal service funds.** The fleet and self-insured health fund unrestricted net position exceeds the policy minimums. Amounts above this floor are in place to hedge against unanticipated future expense increases.

Additional information relating to the fund balance policy can be found in Note 18 on pages 86-87 of this report.

### **General Fund Budgetary Highlights**

Differences between the original budget and the final amended budgeted expenses totaled an increase of \$2,446,609. The change was due primarily to hurricane related expenditures, the City was effected by two major hurricanes during the fiscal year and the effect of various minor operational increases and decreases across the different departments. During the year, final amended revenues exceeded the expenditure budget by \$727,204. This was due primarily to an overall cost reduction program.

### **Final Budget Compared to Actual Results**

A review of actual expenditures compared to appropriations in the final budget yielded no significant unexpected variances, except for amounts budgeted for hurricane related expenditures that were carried to fiscal year 2018.

## Capital Asset and Debt Administration

**Capital assets.** The City of Palm Coast's investment in capital assets as of September 30, 2017, amounts to \$585,589,623 (net of accumulated depreciation). This investment in capital assets includes land, buildings and improvements, infrastructure, equipment and construction in progress. This investment increased \$32,020,238 for the current fiscal year. The overall increase is due to road expansions, bridge rehabilitation, utility infrastructure, park expansions, and infrastructure donated during the fiscal year. Many of these projects remain in progress as of the end of the fiscal year.

**Table III**  
**City of Palm Coast's Capital Assets**

	<u>Governmental Activities</u>		<u>Business-type Activities</u>		<u>Total</u>	
	<u>2017</u>	<u>2016</u>	<u>2017</u>	<u>2016</u>	<u>2017</u>	<u>2016</u>
Land	\$ 91,294,729	\$ 90,808,604	\$ 13,889,568	\$ 13,889,568	\$ 105,184,297	\$ 104,698,172
Buildings and improvements other than buildings	46,854,727	43,180,480	61,756,145	62,582,869	108,610,872	105,763,349
Infrastructure	179,789,792	175,598,406	139,133,465	141,833,249	318,923,257	317,431,655
Equipment	9,115,991	8,551,187	439,484	446,433	9,555,475	8,997,620
Construction in progress	12,100,659	8,360,694	31,215,063	8,317,895	43,315,722	16,678,589
<b>Total</b>	<b>\$ 339,155,898</b>	<b>\$ 326,499,371</b>	<b>\$ 246,433,725</b>	<b>\$ 227,070,014</b>	<b>\$ 585,589,623</b>	<b>\$ 553,569,385</b>

Additional information on the City of Palm Coast's capital assets can be found in Note 6 on pages 54-55 of this report.

**Long-term debt.** The City of Palm Coast owes \$86,078,817 in revenue bonds, including premiums, used for the purchase and expansion of the utility system. There are State Revolving Fund loans and bank loans totaling \$91,003,454 primarily for utility and stormwater improvements. The City also has two CRA revenue loans for redevelopment costs with a balance of \$8,365,000 at year end. The remainder of the long-term debt is made up of compensated absences, an unfunded net OPEB liability, and a net pension liability. The total long-term debt of the City is \$193,493,859.

**Table IV**  
**City of Palm Coast's Long-term Debt**

	<u>Governmental Activities</u>		<u>Business-type Activities</u>		<u>Total</u>	
	<u>2017</u>	<u>2016</u>	<u>2017</u>	<u>2016</u>	<u>2017</u>	<u>2016</u>
Loans from other governments	\$ -	\$ -	\$ 31,939,908	\$ 28,128,909	\$ 31,939,908	\$ 28,128,909
Loans from financial institutions	8,365,000	9,025,000	59,063,546	44,949,517	67,428,546	53,974,517
Revenue bonds, net	-	-	86,078,817	89,473,487	86,078,817	89,473,487
Net pension liability	3,377,862	3,032,226	-	-	3,377,862	3,032,226
Net OPEB liability	678,886	599,132	485,366	429,850	1,164,252	1,028,982
Compensated absences	2,223,418	2,027,069	1,281,056	1,211,188	3,504,474	3,238,257
<b>Total</b>	<b>\$ 14,645,166</b>	<b>\$ 14,683,427</b>	<b>\$ 178,848,693</b>	<b>\$ 164,192,951</b>	<b>\$ 193,493,859</b>	<b>\$ 178,876,378</b>

Additional information on the City of Palm Coast's long-term debt can be found in Note 10 beginning on pages 57-64 of this report.

## Next Year's Budget and Rates

During the current fiscal year, unassigned fund balance in the general fund increased to \$6,784,518. The available fund balance, as a percentage of prior year expenditures and transfers out is approximately 19.6%.

The City Council approved a millage rate of 4.5937 mills for fiscal year 2018. Of the total millage, .2476 mills will be dedicated to the stormwater and capital projects funds for capital improvements. The balance of 4.3461 mills is assigned to the general fund. Market values of properties have increased for only the fifth consecutive year. The increase in taxable value was approximately 5.75%. New construction added approximately 1.25% to the taxable value, therefore the City had a net 4.5% increase in taxable property value for the year.

The water and sewer rates increased for fiscal year 2017 as a result of a rate study performed as part of the 2003 bond refinancing. The water and sewer rates increased by an average of .1% for all customers effective October 1, 2015. Annual C.P.I. adjustments take place annually starting in fiscal year 2016. These rate increases are necessary to cover anticipated increases in operating costs and capital replacement needs. As a result of these actions, the City's bond rating increased to A+ from both Fitch and Standard & Poor's.

The City Council adopted a policy of having new development help fund its impact on infrastructure in the community through impact fees. These fees are annually indexed and will increase approximately two percent for fiscal year 2018. One exception to this policy are recreation impact fees. These fees are based on a study of expected recreation enhancements and population growth as outlined in the park master plan for the City as of fiscal year 2014. These fees will remain static until this plan is updated in the future.

The fiscal year 2018 budget includes over \$46 million invested in new and replacement infrastructure City-wide. This investment includes roadway expansions, refurbished recreational facilities, bridge rehabilitation, stormwater control structure replacements, a new wastewater treatment plant, and utility infrastructure expansion and replacements.

## Requests for Information

This financial report is designed to provide our citizens, taxpayers, customers, and creditors with a general overview of the City of Palm Coast's financial condition and to demonstrate the City's accountability for the money it receives. If you have any questions about this report or need additional financial information you may contact the City of Palm Coast as follows:

City of Palm Coast  
Financial Services  
160 Lake Avenue  
Palm Coast, FL 32164

Telephone (386) 986-3726 Fax (386) 986-2614  
E-mail [halves@palmcoastgov.com](mailto:halves@palmcoastgov.com)



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## **BASIC FINANCIAL STATEMENTS**



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City of Palm Coast, Florida  
Statement of Net Position  
September 30, 2017

	Governmental Activities	Business-Type Activities	Total
<b>ASSETS</b>			
Equity in pooled cash and investments	\$ 30,360,364	\$ 19,895,727	\$ 50,256,091
Accounts receivable - net	5,453,963	7,801,695	13,255,658
Due from other governments	6,835,112	8,379,747	15,214,859
Prepaid items	212,402	82,949	295,351
Inventories	28,078	798,030	826,108
Restricted assets:			
Equity in pooled cash and investments	-	21,585,125	21,585,125
Net pension asset	1,156,562	-	1,156,562
Capital assets not being depreciated			
Land	91,294,729	13,889,568	105,184,297
Construction in progress	12,100,659	31,215,063	43,315,722
Capital assets, net of accumulated depreciation			
Building and improvements other than buildings	46,854,727	61,756,145	108,610,872
Infrastructure	179,789,792	139,133,465	318,923,257
Equipment	9,115,991	439,484	9,555,475
Total assets	383,202,379	304,976,998	688,179,377
Deferred outflows of resources:			
Deferred outflows related to pensions	1,574,494	-	1,574,494
Deferred loss on refunding	-	1,209,630	1,209,630
Total deferred outflows of resources	1,574,494	1,209,630	2,784,124
<b>LIABILITIES</b>			
Accounts payable and other current liabilities	4,723,036	1,748,401	6,471,437
Due to other governments	1,102,848	11,905	1,114,753
Internal balances	9,324,804	(9,324,804)	-
Customer deposits	407,951	3,716,833	4,124,784
Unearned revenue	16,421	114,489	130,910
Payable from restricted assets:			
Accrued bond interest payable	-	1,893,375	1,893,375
Accrued loan interest payable	-	122,644	122,644
Accounts payable	-	1,756,238	1,756,238
Contracts payable	-	1,004,314	1,004,314
Noncurrent liabilities:			
Due within one year	814,389	5,408,060	6,222,449
Due in more than one year	10,452,915	173,440,633	183,893,548
Net pension liability	3,377,862	-	3,377,862
Total liabilities	30,220,226	179,892,088	210,112,314
Deferred inflows of resources:			
Deferred gain on refunding	-	557,460	557,460
Deferred inflows relating to pensions	350,835	-	350,835
Total deferred inflows of resources	350,835	557,460	908,295
<b>NET POSITION</b>			
Net investment in capital assets	330,790,898	84,435,596	415,226,494
Restricted for:			
Construction	-	2,139,473	2,139,473
Debt service	-	4,929,014	4,929,014
Renewal and replacements	-	8,388,458	8,388,458
Public safety	722,504	-	722,504
Parks and recreation	632,777	-	632,777
Transportation construction and maintenance	6,295,016	-	6,295,016
Redevelopment	251,220	-	251,220
Grants	52,720	-	52,720
Unrestricted	15,460,677	25,844,539	41,305,216
Total net position	\$ 354,205,812	\$ 125,737,080	\$ 479,942,892

The notes to the financial statements are an integral part of this statement.

City of Palm Coast, Florida  
Statement of Activities  
For the Year Ended September 30, 2017

Functions/Programs	Program Revenues				Net (Expense) Revenue and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government		Total
					Primary Government	Business-type Activities	
Primary government:							
General government	\$ 5,435,785	\$ 1,013,720	\$ 470,415	\$ -	\$ (3,951,650)	\$ -	\$ (3,951,650)
Public safety	11,332,196	148,114	-	214,044	(10,970,038)	-	(10,970,038)
Transportation and physical environment	21,427,067	146,937	6,592,453	17,991,025	3,303,348	-	3,303,348
Culture and recreation	6,202,008	1,635,056	15,279	683,973	(3,867,700)	-	(3,867,700)
Interest on long-term debt	523,790	-	-	-	(523,790)	-	(523,790)
Total governmental activities	44,920,846	2,943,827	7,078,147	18,889,042	(16,009,830)	-	(16,009,830)
Business-type activities							
Utility	33,063,660	38,085,170	-	6,033,178	-	11,054,688	11,054,688
Solid waste	7,680,586	7,727,089	-	-	-	46,503	46,503
Stormwater	5,554,569	7,228,213	-	334,832	-	2,008,476	2,008,476
Building permits	1,592,586	2,291,570	-	-	-	698,984	698,984
Information technology	705,729	706,236	-	-	-	507	507
Total business-type activities	48,597,130	56,038,278	-	6,368,010	-	13,809,158	13,809,158
Total primary government	\$ 93,517,976	\$ 58,982,105	\$ 7,078,147	\$ 25,257,052	(16,009,830)	13,809,158	(2,200,672)

General revenues:			
Property taxes	18,380,759	418,442	18,799,201
Sales and use taxes	2,878,973	-	2,878,973
Telecommunication services tax	2,221,345	-	2,221,345
Franchise taxes	790,697	-	790,697
Other local taxes	400,099	-	400,099
Intergovernmental revenue, non-program	4,463,316	-	4,463,316
Unrestricted investment earnings	172,268	411,102	583,370
Miscellaneous	70,126	-	70,126
Gain on sale of capital assets	245,261	-	245,261
Transfers	981,364	(981,364)	-
Total general revenues and transfers	30,604,208	(151,820)	30,452,388
Change in net position	14,594,378	13,657,338	28,251,716
Net position - beginning of year	339,611,434	112,079,742	451,691,176
Net position - end of year	\$ 354,205,812	\$ 125,737,080	\$ 479,942,892

The notes to the financial statements are an integral part of this statement.

City of Palm Coast, Florida  
Balance Sheet  
Governmental Funds  
September 30, 2017

	General Fund	Capital Projects Fund	Transportation Impact Fee Fund	Streets Improvement Fund	SR100 CRA Fund	Nonmajor Governmental Funds	Total Governmental Funds
<b>ASSETS</b>							
Equity in pooled cash and investments	\$ 6,784,557	\$ 3,315,343	\$ 2,822,121	\$ 3,360,850	\$ 252,201	\$ 1,833,000	\$ 18,368,072
Accounts receivable - net	751,098	-	-	-	-	-	751,098
Special assessment receivable - net	-	-	-	-	-	4,700,616	4,700,616
Prepaid items	190,280	-	-	-	-	-	190,280
Due from other governments	5,081,737	627,150	-	972,992	-	151,280	6,833,159
<b>Total assets</b>	<b>\$ 12,807,672</b>	<b>\$ 3,942,493</b>	<b>\$ 2,822,121</b>	<b>\$ 4,333,842</b>	<b>\$ 252,201</b>	<b>\$ 6,684,896</b>	<b>\$ 30,843,225</b>
<b>LIABILITIES</b>							
Accounts payable	\$ 1,062,363	\$ 1,803,194	\$ 87,601	\$ 773,346	\$ 981	\$ 183,112	\$ 3,910,597
Accrued liabilities	306,874	-	-	-	-	-	306,874
Due to other governments	502,848	-	-	-	-	-	502,848
Unearned revenue	-	-	-	-	-	16,421	16,421
Customer deposits	407,951	-	-	-	-	-	407,951
Advances from other funds	-	-	-	-	-	4,700,616	4,700,616
<b>Total liabilities</b>	<b>2,280,036</b>	<b>1,803,194</b>	<b>87,601</b>	<b>773,346</b>	<b>981</b>	<b>4,900,149</b>	<b>9,845,307</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>							
Unavailable revenue - special assessments	-	-	-	-	-	4,608,171	4,608,171
Unavailable revenue - taxes	7,293	-	-	-	-	-	7,293
Unavailable revenue - charges for services	6,058	-	-	-	-	-	6,058
Unavailable revenue - fines & forfeitures	701,174	-	-	-	-	-	701,174
<b>Total deferred inflows of resources</b>	<b>714,525</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,608,171</b>	<b>5,322,696</b>
<b>FUND BALANCES</b>							
Nonspendable							
Prepaid items	190,280	-	-	-	-	-	190,280
Restricted for							
Public safety	-	-	-	-	-	722,504	722,504
Parks and recreation	-	-	-	-	-	632,777	632,777
Transportation construction and maintenance	-	-	2,734,520	3,560,496	-	-	6,295,016
Grants	-	-	-	-	-	41,124	41,124
Redevelopment	-	-	-	-	251,220	-	251,220
Business assistance	11,596	-	-	-	-	-	11,596
Committed for							
Disaster reserve	2,826,717	-	-	-	-	-	2,826,717
Construction	-	2,139,299	-	-	-	-	2,139,299
Unassigned	6,784,518	-	-	-	-	(4,219,829)	2,564,689
<b>Total fund balances (deficits)</b>	<b>9,813,111</b>	<b>2,139,299</b>	<b>2,734,520</b>	<b>3,560,496</b>	<b>251,220</b>	<b>(2,823,424)</b>	<b>15,675,222</b>
<b>Total liabilities, deferred inflows of resources, and fund balances</b>	<b>\$ 12,807,672</b>	<b>\$ 3,942,493</b>	<b>\$ 2,822,121</b>	<b>\$ 4,333,842</b>	<b>\$ 252,201</b>	<b>\$ 6,684,896</b>	<b>\$ 30,843,225</b>

The notes to the financial statements are an integral part of this statement.

City of Palm Coast, Florida  
 Reconciliation of the Balance Sheet of Governmental Funds  
 to the Statement of Net Position  
 September 30, 2017

Fund balances - total governmental funds	\$	15,675,222
<p>Amounts reported for governmental activities in the statement of net position          are different because:</p>		
<p>Capital assets used in governmental activities are not financial          resources and, therefore, are not reported in the funds.</p>		330,859,437
<p>Net pension liability (asset) of the defined benefit pension plans and related          deferred outflows and inflows that are not due and payable in the current          period and therefore are not reported in the funds.</p>		
Volunteer Firefighter Pension Fund (VFFP)		1,166,716
Florida Retirement System (FRS)		(2,164,357)
<p>Revenues in the statement of activities that do not provide current financial          resources are reported as unavailable revenues in the funds.</p>		5,322,696
<p>Internal services funds are used by management to charge the costs of          fleet and risk management to individual funds. The assets and liabilities          of the internal of the internal service funds are included in governmental          activities in the statement of net position.</p>		14,522,193
<p>Long-term liabilities, including bonds payable, are not due and payable          in the current period and therefore are not reported in the funds.</p>		(11,176,095)
Net position of governmental activities	\$	<u>354,205,812</u>

The notes to the financial statements are an integral part of this statement.

City of Palm Coast, Florida  
Statement of Revenues, Expenditures, and Changes in Fund Balances  
Governmental Funds  
For the Year Ended September 30, 2017

	General Fund	Capital Projects Fund	Transportation Impact Fee Fund	Streets Improvement Fund	SR100 CRA Fund	Nonmajor Governmental Funds	Total Governmental Funds
<b>REVENUES</b>							
Taxes	\$ 20,906,301	\$ 2,878,973	\$ -	\$ 1,930,754	\$ 1,119,196	\$ -	\$ 26,835,224
Licenses and permits	196,332	-	-	-	-	-	196,332
Intergovernmental revenue	8,245,263	370,405	-	916,981	-	620,415	10,153,064
Charges for services	5,417,506	-	-	-	-	-	5,417,506
Special assessments	-	-	-	-	-	333,148	333,148
Fines and forfeitures	449,314	-	-	160,801	-	4,734	614,849
Impact fees	-	-	2,379,630	-	-	732,454	3,112,084
Investment earnings	66,883	22,435	11,392	13,667	5,659	9,646	129,682
Miscellaneous	43,169	26,957	-	-	-	-	70,126
<b>Total revenues</b>	<b>35,324,768</b>	<b>3,298,770</b>	<b>2,391,022</b>	<b>3,022,203</b>	<b>1,124,855</b>	<b>1,700,397</b>	<b>46,862,015</b>
<b>EXPENDITURES</b>							
Current:							
General government	9,162,783	-	-	-	-	445,698	9,608,481
Transportation and physical environment	9,666,514	-	44,987	534,518	112,630	18,034	10,376,683
Public safety	10,846,575	-	-	-	-	10,000	10,856,575
Culture and recreation	4,832,870	-	-	-	10,535	-	4,843,405
Capital outlay:							
General government	-	21,811	-	-	-	-	21,811
Public safety	42,875	-	-	-	-	-	42,875
Transportation and physical environment	45,947	504,534	177,908	2,446,414	-	-	3,174,803
Culture and recreation	-	6,773,757	-	-	-	524,488	7,298,245
Debt service:							
Principal	-	-	-	-	660,000	-	660,000
Interest and other	-	-	-	-	284,357	239,433	523,790
<b>Total expenditures</b>	<b>34,597,564</b>	<b>7,300,102</b>	<b>222,895</b>	<b>2,980,932</b>	<b>1,067,522</b>	<b>1,237,653</b>	<b>47,406,668</b>
Excess (deficiency) of revenues over (under) expenditures	727,204	(4,001,332)	2,168,127	41,271	57,333	462,744	(544,653)
<b>OTHER FINANCING SOURCES (USES)</b>							
Transfers in	840,150	838,514	-	700,000	594,922	236,083	3,209,669
Transfers out	(664,298)	(130,000)	(839,597)	-	(575,000)	(230,000)	(2,438,895)
Sale of capital assets	-	-	-	-	8,000	-	8,000
<b>Total other financing sources (uses)</b>	<b>175,852</b>	<b>708,514</b>	<b>(839,597)</b>	<b>700,000</b>	<b>27,922</b>	<b>6,083</b>	<b>778,774</b>
<b>Net change in fund balances</b>	<b>903,056</b>	<b>(3,292,818)</b>	<b>1,328,530</b>	<b>741,271</b>	<b>85,255</b>	<b>468,827</b>	<b>234,121</b>
Fund balances (deficits) - beginning	8,910,055	5,432,117	1,405,990	2,819,225	165,965	(3,292,251)	15,441,101
<b>Fund balances (deficits) - ending</b>	<b>\$ 9,813,111</b>	<b>\$ 2,139,299</b>	<b>\$ 2,734,520</b>	<b>\$ 3,560,496</b>	<b>\$ 251,220</b>	<b>\$ (2,823,424)</b>	<b>\$ 15,675,222</b>

The notes to the financial statements are an integral part of this statement.

City of Palm Coast, Florida  
 Reconciliation of the Statement of Revenues, Expenditures,  
 And Changes in Fund Balances of Governmental Funds  
 To the Statement of Activities  
 For the Year Ended September 30, 2017

Net change in fund balances - total governmental funds \$ 234,121

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives.

Expenditures for capital assets	10,548,269	
Less current year depreciation	(12,848,910)	(2,300,641)

Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.

Contributed capital assets		14,783,067
Change in revenue collections expected after 60 days		(112,797)

The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds.

Neither transaction, however, has any effect on net position. This amount is the net effect of these differences in the treatment of long-term debt and related items. 660,000

Governmental funds report contributions to defined benefit pension plans as expenditures. However, in the Statement of Activities, the amount contributed reduces future net liability. Also included in pension expense in the Statement of Activities are amounts amortized for related deferred inflows and outflows.

Volunteer Firefighter Pension Fund (VFFP)		85,752
Florida Retirement System (FRS)		(199,367)

Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.

Compensated absences		(196,327)
Annual OPEB Cost		(69,932)

Internal service funds are used by management to charge the costs of certain fleet and risk management activities to individual funds. The net revenue of certain activities of the internal service fund is reported with governmental activities.

1,710,502

Change in net position of governmental activities. \$ 14,594,378

The notes to the financial statements are an integral part of this statement.

City of Palm Coast, Florida  
Statement of Net Position  
Proprietary Funds  
September 30, 2017

Business-type Activities-Enterprise Funds

	Utility Fund	Solid Waste Fund	Stormwater Fund	Nonmajor Enterprise Funds	Total Enterprise Funds	Governmental Activities - Internal Service Funds
<b>ASSETS</b>						
Current assets:						
Equity in pooled cash and investments	\$ 13,682,291	\$ 886,351	\$ 1,206,652	\$ 4,120,433	\$ 19,895,727	\$ 11,992,292
Accounts receivable - net	4,831,163	1,198,818	1,677,584	94,130	7,801,695	2,249
Inventories	798,030	-	-	-	798,030	28,078
Prepaid items	46,245	-	25,570	11,134	82,949	22,122
Restricted current assets:						
Cash with fiscal agent	4,903,375	-	-	-	4,903,375	-
Due from other governments	8,379,747	-	-	-	8,379,747	1,953
Total current assets	32,640,851	2,085,169	2,909,806	4,225,697	41,861,523	12,046,694
Noncurrent assets:						
Restricted noncurrent assets:						
Debt service	1,771,452	-	270,206	-	2,041,658	-
Impact fees	2,500,317	-	-	-	2,500,317	-
Renewal and replacements	8,913,092	-	-	-	8,913,092	-
Bond proceeds	3,226,683	-	-	-	3,226,683	-
Advances to other funds	4,700,616	-	-	-	4,700,616	-
Land	12,927,925	-	961,643	-	13,889,568	-
Building and improvements other than buildings	105,254,944	-	-	-	105,254,944	1,097,144
Infrastructure	168,269,281	-	42,015,448	4,683,788	214,968,517	-
Equipment	960,985	-	468,207	1,356,383	2,785,575	17,772,745
Less accumulated depreciation	(103,518,141)	-	(15,361,844)	(2,799,957)	(121,679,942)	(10,573,428)
Construction in progress	31,215,063	-	-	-	31,215,063	-
Total noncurrent assets	236,222,217	-	28,353,660	3,240,214	267,816,091	8,296,461
Deferred outflows of resources						
Deferred loss on refunding	1,209,630	-	-	-	1,209,630	-
Total deferred outflows of resources	1,209,630	-	-	-	1,209,630	-
Total assets and deferred outflows	\$ 270,072,698	\$ 2,085,169	\$ 31,263,466	\$ 7,465,911	\$ 310,887,244	\$ 20,343,155

City of Palm Coast, Florida  
Statement of Net Position (continued)  
Proprietary Funds  
September 30, 2017

Business-type Activities-Enterprise Funds

	Utility Fund	Solid Waste Fund	Stormwater Fund	Nonmajor Enterprise Funds	Total Enterprise Funds	Governmental Activities - Internal Service Funds
<b>LIABILITIES</b>						
Current liabilities:						
Accounts payable	\$ 651,546	\$ 624,320	\$ 168,621	\$ 132,837	\$ 1,577,324	\$ 123,601
Claims payable	-	-	-	-	-	374,022
Due to other governments	-	-	-	11,905	11,905	600,000
Loans payable	1,498,000	-	367,906	17,649	1,883,555	-
Compensated absences	371,792	-	47,177	95,536	514,505	17,352
Accrued liabilities	118,199	-	20,949	31,929	171,077	7,942
Customer deposits	3,716,833	-	-	-	3,716,833	-
Unearned revenue	-	-	-	114,489	114,489	-
Current liabilities payable from rstrd assets:						
Current maturities of bonds payable	3,010,000	-	-	-	3,010,000	-
Accrued bond interest payable	1,893,375	-	-	-	1,893,375	-
Accrued loan interest payable	112,504	-	10,140	-	122,644	-
Accounts payable	1,756,238	-	-	-	1,756,238	-
Contract payable	1,004,314	-	-	-	1,004,314	-
<b>Total current liabilities</b>	<b>14,132,801</b>	<b>624,320</b>	<b>614,793</b>	<b>404,345</b>	<b>15,776,259</b>	<b>1,122,917</b>
Noncurrent liabilities:						
Compensated absences	524,680	-	45,930	195,941	766,551	44,863
Net OPEB obligation	253,516	-	160,378	71,472	485,366	28,994
Bonds payable	83,068,817	-	-	-	83,068,817	-
Loans payable	80,356,682	-	8,747,320	15,897	89,119,899	-
<b>Total noncurrent liabilities</b>	<b>164,203,695</b>	<b>-</b>	<b>8,953,628</b>	<b>283,310</b>	<b>173,440,633</b>	<b>73,857</b>
Deferred inflows of resources						
Deferred gain on refunding	557,460	-	-	-	557,460	-
<b>Total deferred inflows of resources</b>	<b>557,460</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>557,460</b>	<b>-</b>
<b>Total liabilities and deferred inflows</b>	<b>178,893,956</b>	<b>624,320</b>	<b>9,568,421</b>	<b>687,655</b>	<b>189,774,352</b>	<b>1,196,774</b>
<b>NET POSITION</b>						
Net investment in capital assets	62,260,700	-	18,968,228	3,206,668	84,435,596	8,296,461
Restricted for construction	2,139,473	-	-	-	2,139,473	-
Restricted for renewal & replacements	8,388,458	-	-	-	8,388,458	-
Restricted for debt service	4,668,948	-	260,066	-	4,929,014	-
Unrestricted	13,721,163	1,460,849	2,466,751	3,571,588	21,220,351	10,849,920
<b>Total net position</b>	<b>\$ 91,178,742</b>	<b>\$ 1,460,849</b>	<b>\$ 21,695,045</b>	<b>\$ 6,778,256</b>	<b>121,112,892</b>	<b>\$ 19,146,381</b>
Adjustment to reflect the consolidation of internal service fund activities related to enterprise funds.					4,624,188	
					<u>\$125,737,080</u>	

The notes to the financial statements are an integral part of this statement.

City of Palm Coast, Florida  
Statement of Revenues, Expenses, and Changes in Net Position  
Proprietary Funds  
For the Year Ended September 30, 2017

	Business-type Activities - Enterprise Funds					Governmental Activities - Internal Service Funds
	Utility Fund	Solid Waste Fund	Stormwater Fund	Nonmajor Enterprise Funds	Total Enterprise Funds	
<b>OPERATING REVENUES</b>						
Charges for services:						
Water sales	\$ 22,247,566	\$ -	\$ -	\$ -	\$ 22,247,566	\$ -
Sewer charges	14,689,887	-	-	-	14,689,887	-
Garbage charges	-	7,727,089	-	-	7,727,089	-
Stormwater charges	-	-	7,228,213	-	7,228,213	-
Building permit and inspection charges	-	-	-	2,291,570	2,291,570	-
Information technology charges	-	-	-	2,352,711	2,352,711	-
Miscellaneous	1,147,717	-	-	-	1,147,717	-
Risk management	-	-	-	-	-	4,673,590
Fleet management	-	-	-	-	-	4,745,213
Total operating revenues	38,085,170	7,727,089	7,228,213	4,644,281	57,684,753	9,418,803
<b>OPERATING EXPENSES</b>						
Administrative	5,265,219	-	-	-	5,265,219	5,548,231
Water system	7,719,545	-	-	-	7,719,545	-
Sewer system	5,399,596	-	-	-	5,399,596	-
Solid waste system	-	7,680,586	-	-	7,680,586	-
Stormwater system	-	-	3,655,451	-	3,655,451	-
Building permits and inspections	-	-	-	1,662,756	1,662,756	-
Information technology	-	-	-	2,008,391	2,008,391	-
Depreciation	10,662,709	-	1,903,653	395,610	12,961,972	1,607,540
Total operating expenses	29,047,069	7,680,586	5,559,104	4,066,757	46,353,516	7,155,771
Operating income (loss)	9,038,101	46,503	1,669,109	577,524	11,331,237	2,263,032
<b>NONOPERATING REVENUES (EXPENSES)</b>						
Investment revenue	381,431	3,892	10,651	15,128	411,102	42,586
Interest/amortization expense	(4,698,735)	-	(234,321)	-	(4,933,056)	-
Property taxes	-	-	418,442	-	418,442	-
Other	-	-	-	-	-	237,261
Total nonoperating revenues (expenses)	(4,317,304)	3,892	194,772	15,128	(4,103,512)	279,847
Income (loss) before capital contributions and transfers	4,720,797	50,395	1,863,881	592,652	7,227,725	2,542,879
<b>TRANSFERS AND CONTRIBUTIONS</b>						
Capital grants and contributions	6,033,178	-	334,832	-	6,368,010	-
Transfers in	-	-	-	-	-	210,590
Transfers out	(802,320)	-	(138,475)	(40,569)	(981,364)	-
Total transfers and contributions	5,230,858	-	196,357	(40,569)	5,386,646	210,590
Change in net position	9,951,655	50,395	2,060,238	552,083	12,614,371	2,753,469
Net position - beginning	81,227,087	1,410,454	19,634,807	6,226,173		16,392,912
Net position - ending	\$ 91,178,742	\$ 1,460,849	\$ 21,695,045	\$ 6,778,256		\$ 19,146,381
Adjustment to reflect the consolidation of internal service fund activities related to enterprise funds.					1,042,967	
					<u>\$13,657,338</u>	

The notes to the financial statements are an integral part of this statement.



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**City of Palm Coast, Florida**  
**Statement of Cash Flows**  
**Proprietary Funds**  
**For the Year Ended September 30, 2017**

Business-type Activities - Enterprise Funds

	Utility Fund	Solid Waste Fund	Stormwater Fund	Nonmajor Enterprise Funds	Total Enterprise Funds	Governmental Activities - Internal Service Funds
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>						
Cash received from customers	\$ 38,801,304	\$ 7,693,038	\$ 7,205,038	\$ 2,835,269	\$ 56,534,649	\$ 23,472
Cash from interfund charges	-	-	-	1,742,100	1,742,100	9,396,655
Cash paid to suppliers	(12,764,871)	(7,625,010)	(3,046,146)	(2,240,414)	(25,676,441)	(5,355,629)
Cash paid to employees	(5,736,743)	-	(598,957)	(1,450,742)	(7,786,442)	(343,174)
Net cash provided by (used in) operating activities	20,299,690	68,028	3,559,935	886,213	24,813,866	3,721,324
<b>CASH FLOW FROM NONCAPITAL FINANCING ACTIVITIES</b>						
Transfers in from other funds	-	-	-	-	-	210,590
Transfers out to other funds	(802,320)	-	(138,475)	(40,569)	(981,364)	-
Advances from other funds	88,042	-	-	-	88,042	-
Net cash provided by (used in) noncapital financing activities	(714,278)	-	(138,475)	(40,569)	(893,322)	210,590
<b>CASH FLOW FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>						
Proceeds from issuance of long-term debt	35,130,176	-	-	-	35,130,176	-
Loan principal payments	(22,957,914)	-	(1,097,033)	(16,970)	(24,071,917)	-
Interest paid	(5,386,847)	-	(235,264)	-	(5,622,111)	-
Acquisition and construction of property, plant and equipment	(30,662,487)	-	(1,823,436)	(116,815)	(32,602,738)	(1,839,210)
Proceeds from the sale of capital assets	-	-	-	-	-	294,830
Property tax proceeds	-	-	418,442	-	418,442	-
Impact fees and contributions	5,102,525	-	334,832	-	5,437,357	-
Net cash provided by (used in) capital and related financing activities	(18,774,547)	-	(2,402,459)	(133,785)	(21,310,791)	(1,544,380)
<b>CASH FLOW FROM INVESTING ACTIVITIES</b>						
Interest on investments	381,431	3,892	10,651	15,128	411,102	42,586
Net cash provided by (used in) investing activities	381,431	3,892	10,651	15,128	411,102	42,586
Net increase (decrease) in cash and cash equivalents	1,192,296	71,920	1,029,652	726,987	3,020,855	2,430,120
Beginning cash and cash equivalents	33,804,914	814,431	447,206	3,393,446	38,459,997	9,562,172
Ending cash and cash equivalents	\$ 34,997,210	\$ 886,351	\$ 1,476,858	\$ 4,120,433	\$ 41,480,852	\$ 11,992,292

(continued)

**City of Palm Coast, Florida**  
**Statement of Cash Flows (continued)**  
**Proprietary Funds**  
**For the Year Ended September 30, 2017**

Business-type Activities - Enterprise Funds

	Utility	Solid Waste	Stormwater	Nonmajor Enterprise	Total Enterprise	Governmental Activities - Internal Service Funds
	Fund	Fund	Fund	Fund	Fund	Funds
<b>RECONCILIATION OF OPERATING INCOME</b>						
<b>TO NET CASH PROVIDED BY OPERATING</b>						
<b>ACTIVITIES</b>						
Operating income (loss)	\$ 9,038,101	\$ 46,503	\$ 1,669,109	\$ 577,524	\$ 11,331,237	\$ 2,263,032
Adjustment to reconcile operating income (loss) to net cash provided by operating activities						
Depreciation and amortization	10,662,709	-	1,903,653	395,610	12,961,972	1,607,540
Change in assets and liabilities:						
Accounts receivable	672,764	(34,051)	(23,175)	(52,442)	563,096	1,324
Inventories	(261,734)	-	-	-	(261,734)	(6,473)
Prepays	(70)	-	(2,440)	991	(1,519)	(702)
Accounts payable	102,556	55,576	(27,751)	(54,308)	76,073	(152,163)
Accrued liabilities	(1,563)	-	42,756	4,780	45,973	8,744
Customer deposits	47,976	-	-	(14,470)	33,506	-
Compensated absences	43,557	-	(2,217)	28,528	69,868	22
Net cash provided by (used in) operating activities	<u>\$ 20,304,296</u>	<u>\$ 68,028</u>	<u>\$ 3,559,935</u>	<u>\$ 886,213</u>	<u>\$ 24,818,472</u>	<u>\$ 3,721,324</u>
<b>CASH AND CASH EQUIVALENTS</b>						
<b>CLASSIFIED AS:</b>						
Equity in pooled cash and investments In current assets	\$ 13,682,291	\$ 886,351	\$ 1,206,652	\$ 4,120,433	\$ 19,895,727	\$ 11,992,292
Restricted equity in pooled cash and investments						
Cash with fiscal agent	4,903,375	-	-	-	4,903,375	-
Debt service	1,771,452	-	270,206	-	2,041,658	-
Impact Fees	2,500,317	-	-	-	2,500,317	-
Renewal and replacements	8,913,092	-	-	-	8,913,092	-
Bond proceeds	3,226,683	-	-	-	3,226,683	-
Total restricted equity in pooled cash and investments	<u>21,314,919</u>	<u>-</u>	<u>270,206</u>	<u>-</u>	<u>21,585,125</u>	<u>-</u>
Total cash and cash equivalents	<u>\$ 34,997,210</u>	<u>\$ 886,351</u>	<u>\$ 1,476,858</u>	<u>\$ 4,120,433</u>	<u>\$ 41,480,852</u>	<u>\$ 11,992,292</u>
<b>NONCASH CAPITAL AND RELATED</b>						
<b>FINANCING ACTIVITIES:</b>						
Developer contributions of capital assets	\$ 680,723	\$ -	\$ -	\$ -	\$ 680,723	\$ -

The notes to the financial statements are an integral part of this statement.

City of Palm Coast, Florida  
Statement of Fiduciary Net Position  
September 30, 2017

	<b><u>Volunteer Firefighter Pension Fund</u></b>
<b>ASSETS</b>	
Pension Investments	
External investment pools	\$ 4,040,315
Total assets	<u>4,040,315</u>
 <b>NET POSITION</b>	
Net position restricted for pensions	<u>\$ 4,040,315</u>

The notes to the financial statements are an integral part of this statement.

City of Palm Coast, Florida  
Statement of Changes in Fiduciary Net Position  
For the fiscal year ended September 30, 2017

	<b><u>Volunteer Firefighter Pension Fund</u></b>
<b>ADDITIONS</b>	
Contributions:	
State contributions	\$ 232,597
Total contributions	<u>232,597</u>
Investment earnings:	
Interest	465,858
Less investment expense	<u>(7,246)</u>
Total investment earnings	<u>458,612</u>
Total additions	<u>691,209</u>
<b>DEDUCTIONS</b>	
Administrative expenses	25,314
Benefit distributions	<u>162,594</u>
Total deductions	<u>187,908</u>
<b>Change in net position</b>	503,301
 Net position - beginning	 <u>3,537,014</u>
Net position - ending	<u>\$ 4,040,315</u>

The notes to the financial statements are an integral part of this statement.

**NOTES TO FINANCIAL STATEMENTS**

**September 30, 2017**

**City of Palm Coast, Florida**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 1 – Summary of Significant Accounting Policies**

***Reporting Entity***

The *City of Palm Coast, Florida* (the "City") was incorporated December 31, 1999 under the laws of the State of Florida. The City operates under a Council-Manager form of government and provides the following services as authorized by its charter: public safety (fire and law enforcement), highways and streets, parks and recreation, public improvements, planning and zoning, and general administrative services. The accompanying financial statements include all those separately administered departments and funds for which the City has financial accountability. There are no potential component units or related organizations of the City.

***Measurement Focus, Basis of Accounting, and Financial Statement Presentation***

***Government-Wide Financial Statements***

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the City. All fiduciary activities are reported only in the fund financial statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges to external customers for support. Internal service funds are incorporated into the governmental activities column.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. The pension trust fund is reported as a separate financial statement, and is not included in the government-wide financial statements.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to the general rule are payments-in-lieu of taxes and other charges between the government's water and sewer, stormwater, building permits, and information technology functions and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

***Fund Financial Statements***

The fund financial statements provide information about the City's funds, including its fiduciary funds. Separate statements for each fund category - governmental, proprietary, and fiduciary - are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds. Major individual governmental and enterprise funds are reported as separate columns in the fund financial statements.

City of Palm Coast, Florida  
Notes to Financial Statements – Continued  
September 30, 2017

**Note 1 – Summary of Significant Accounting Policies (Continued)**

***Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)***

***Fund Financial Statements (Continued)***

The government reports the following major governmental funds:

The general fund is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The capital projects fund accounts for resources accumulated and payments made for the acquisition of land and construction of major capital facilities.

The transportation impact fee capital project fund is used to track impact fees collected for the purpose of funding expenditures for the expansion of road capacity.

The streets improvement special revenue fund is used to account for a portion of state revenue sharing and a local option gas tax that is restricted for transportation expenditures. This revenue is primarily used for road operations, maintenance, improvements, and to resurface city streets.

The SR100 CRA special revenue fund accounts for the tax increment financing and related expenditures of the State Road 100 community redevelopment area.

The government reports the following major proprietary funds:

The utility enterprise fund accounts for revenues and expenses related to activities in the government's treatment and distribution of water, pumping of sewage, collection of sewage and treatment of sewage.

The stormwater management fund accounts for revenues and expenses related to the maintenance and capital improvements of the stormwater system.

The solid waste enterprise fund accounts for revenues and expenses related to the collection and removal of solid waste.

Additionally, the government reports the following fund types:

The internal service funds account for a self-insured employee medical insurance program and fleet management services provided to other departments or agencies of the government, or to other governments, on a cost reimbursement basis.

The pension trust fund accounts for the activities of the Volunteer Firefighters' Pension, which accumulates resources for pension benefit payments to qualified volunteer firefighters.

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 1 – Summary of Significant Accounting Policies (Continued)**

***Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)***

During the course of operations, the City has activity between funds for various purposes. Any remaining balances at year end are reported as due from/to or advances from/to other funds. While these balances are reported in the fund financial statements, certain eliminations are made in the government-wide financial statements. Balances between funds in both the governmental activities and business-type activities are presented so that only the net amount appears as internal balances on the Statement of Net Position. Further, certain activities occur involving transfers of resources between funds. These are reported as gross transfers in the fund financial statements, but as net transfers in the government-wide financial statements after certain eliminations.

***Measurement Focus and Basis of Accounting***

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as current financial resources or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, sales taxes, franchise fees, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. When grant terms provide that the expenditure of resources is the prime factor for determining eligibility for Federal, State, and other grant resources, revenue is recognized at the time the expenditure is made. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The proprietary and pension funds are reported using the economic resources measurement focus and the accrual basis of accounting.

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 1 – Summary of Significant Accounting Policies (Continued)**

***Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)***

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing activities. The principal operating revenues of the City's enterprise funds and the internal service funds are charges to customers for sales and services. Operating expenses for the enterprise funds and the internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets.

***Budgetary basis of accounting***

Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP) for the general fund, capital projects fund, and special revenue funds. The budget includes a portion of the prior year's fund balance as a budgeted revenue in the succeeding year. The results of operations on a GAAP basis do not recognize the fund balance allocation as revenue as it represents prior periods' excess of revenue over expenditures. The appropriated budget is prepared by fund, function, and department. The City Manager may make transfers of appropriations within a department. Transfers of appropriations between departments require approval of the City Council. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is the department level.

If, during the year, revenues in excess of those estimated in the budget are available for appropriation, City Council may make supplemental appropriations for the year in an amount not to exceed the excess.

Appropriations in all budgeted funds lapse at the end of the fiscal year even if they have related encumbrances. Encumbrances are commitments related to unperformed (executory) contracts for goods or services (i.e., purchase orders and contracts). Encumbrance accounting is utilized to the extent necessary to assure effective budgetary control and accountability and to facilitate effective cash planning and control. While all appropriations and encumbrances lapse at year end, valid outstanding encumbrances are re-appropriated and become part of the subsequent year's budget.

***Cash, cash equivalents, and investments***

The City's cash and cash equivalents are cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of the acquisition. Investments are reported at fair value (generally based on quoted market prices) except for amounts in the Florida Prime investment pool. See Note 4 for additional details.

***Receivables and payables***

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances".

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 1 – Summary of Significant Accounting Policies (Continued)**

***Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)***  
***Receivables and payables (Continued)***

Receivables consist primarily of amounts due from other governments, as well as utility, solid waste, stormwater, and fiber optic system usage billings. All general fund receivables are deemed collectible, and an allowance for doubtful accounts has been set up in the utility, solid waste, stormwater, and IT funds for 9%, 9%, 18% and 3%, respectively, of the outstanding receivable amounts. Under Florida law, the assessment and collection of all county, municipal, and school district property taxes are consolidated in the offices of the County Property Appraiser and County Tax Collector. The laws of the state regulating tax assessment are also designed to assure a consistent property valuation method statewide. State Statutes permit municipalities to levy property taxes at a rate up to 10 mills.

***Inventories***

Inventories are valued at cost using the first-in/first-out (FIFO) method for the fleet management fund, and the utility fund. Inventories consist of expendable supplies held for consumption. The cost is recorded as an expenditure at the time inventory is used. No required minimum levels of inventory are maintained.

***Prepaid Items***

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. Prepaid items in governmental funds are recognized using the consumption method.

***Fair value measurements***

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

***Restricted Assets***

Certain proceeds of the utility enterprise fund revenue bonds are classified as restricted assets because they are maintained in separate bank accounts and their use is limited by applicable bond covenants. Other enterprise fund restricted assets include accumulated impact fees, accumulated renewal and replacement funds, intergovernmental receivables and debt service requirements; their use is limited by state statute and various regulatory authorities.

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 1 – Summary of Significant Accounting Policies (Continued)**

***Capital Assets***

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g. roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities column in the government-wide financial statements. Capital assets are defined by the City as assets with an initial individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Contributed assets are valued at their estimated acquisition value on the date donated. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

Interest incurred during the construction phase of capital assets of enterprise funds is included as part of the capitalized value of the assets constructed. The amount of capitalized interest reported for fiscal year 2017 in the Utility and Stormwater funds, was \$154,076 and \$22,788, respectively.

Land and construction in progress are not depreciated. Depreciation on other assets is provided on the straight-line basis over the following estimated useful lives:

	<u>Years</u>
Buildings	20 - 40
Improvements other than buildings	7 - 30
Infrastructure	15 - 100
Equipment	5 - 20

***Interfund Transactions***

Interfund transactions are reflected as either loans, services provided, reimbursements or transfers. Loans are reported as receivables and payables as appropriate and are subject to elimination upon consolidation. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers.

***Deferred outflows/inflows of resources***

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has various items related to pensions in this category. Also, a deferred loss on refunding is reported in the proprietary funds statement of financial position and the government-wide statement of net position. A deferred loss on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 1 – Summary of Significant Accounting Policies (Continued)**

***Deferred outflows/inflows of resources (Continued)***

The City has three items that qualify for reporting in this category. The first item is unavailable revenue, which is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from four sources: taxes, special assessments, fines and forfeitures, and charges for services. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. Also, a deferred gain on refunding is reported in the proprietary funds statement of financial position and the government-wide statement of net position. A deferred gain on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The City also has various items related to pensions in this category.

***Net position flow assumption***

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted net position to have been depleted before unrestricted net position is applied. However, for the Utility renewal and replacement funds, unrestricted net position is depleted before restricted net position.

***Fund balance flow assumptions***

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted fund balance to have been depleted before using any components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

***Fund balance***

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The following classifications describe the relative strength of the spending constraints:

Nonspendable fund balance - amounts that are not in spendable form (such as prepaid expenses and advances due from other funds) or are required to be maintained intact.

Restricted fund balance - amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions or by enabling legislation.

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 1 – Summary of Significant Accounting Policies (Continued)**

***Fund balance (Continued)***

Committed fund balance - amounts constrained to specific purposes by the City itself, using its highest level of decision-making authority (City Council). To be reported as committed, amounts cannot be used for any other purpose unless the City takes the same highest level action to remove or change the constraint.

Assigned fund balance - amounts the City intends to use for a specific purpose. Intent can be expressed by the City Council or as delegated to the City Manager.

Unassigned fund balance - amounts that are available for any purpose. Positive amounts are reported only in the general fund.

City Council establishes (and modifies or rescinds) fund balance commitments by passage of a resolution. A fund balance commitment is further indicated in the budget document as a commitment of the fund. Assigned fund balance is established by the City Council through adoption or amendment of the budget and through delegation to the City Manager by passage of a resolution.

***Program Revenues***

Amounts reported as program revenues included 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) operating grants and contributions (including special assessments) that are restricted to meeting the operational or capital requirements of a particular function or segment. All taxes, including those dedicated for specific purposes, and other internally dedicated resources are reported as general revenues rather than as program revenues.

***Property taxes***

Property taxes attach as an enforceable lien on real property and are levied per the following calendar:

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 1 – Summary of Significant Accounting Policies (Continued)**

***Property taxes (Continued)***

Valuation Date	January 1, 2016												
Property Appraiser prepares the assessment roll with values as of January 1, 2016, submits this preliminary roll for approval by the State and notifies each taxing authority of their respective valuations.	July 1, 2016												
City Council holds two required public hearings and adopts a budget and ad valorem tax millage rate for the coming fiscal year.	September 2016												
Property Appraiser certifies the assessment roll and all real and tangible personal property taxes are due and payable (Levy Date).	November 1, 2016												
A Notice of Taxes is mailed to each property owner on the assessment roll. Taxes are paid November 2016 through March 2017, with the following applicable discounts:	November 1, 2016 through March 31, 2017												
<table border="0" style="margin-left: 40px;"> <thead> <tr> <th style="text-align: left;"><u>Month Paid</u></th> <th style="text-align: center;"><u>Discount (%)</u></th> </tr> </thead> <tbody> <tr> <td>November</td> <td style="text-align: center;">4</td> </tr> <tr> <td>December</td> <td style="text-align: center;">3</td> </tr> <tr> <td>January</td> <td style="text-align: center;">2</td> </tr> <tr> <td>February</td> <td style="text-align: center;">1</td> </tr> <tr> <td>March</td> <td style="text-align: center;">0</td> </tr> </tbody> </table>	<u>Month Paid</u>	<u>Discount (%)</u>	November	4	December	3	January	2	February	1	March	0	April 1, 2017
<u>Month Paid</u>	<u>Discount (%)</u>												
November	4												
December	3												
January	2												
February	1												
March	0												
All unpaid taxes on real and tangible personal property become delinquent.	April and May 2017												
A list of unpaid tangible personal property taxes and a list of unpaid real property taxes are advertised.	June 1, 2017												
Tax certificates are sold on all real estate parcels with unpaid real property taxes (Lien Date).	June 1, 2017												
A court order is obtained authorizing the seizure and sale of personal property if the taxpayer fails to pay the delinquent personal property taxes.	June 1, 2017												

City of Palm Coast, Florida  
Notes to Financial Statements – Continued  
September 30, 2017

Note 1 – Summary of Significant Accounting Policies (Continued)

*Compensated Absences*

Employees may accumulate vacation and sick leave with certain limitations as to the number of hours of accumulation. General employees are paid 100% of their accumulated vacation pay and sick leave when they terminate up to a maximum of 320 hours for vacation and 320 hours for sick leave (448 hours each for fire department personnel), as long as they are not dismissed with cause or fail to meet the 10 day notice requirement for voluntary resignations. The related liability for this policy is reported as incurred in the government-wide and proprietary fund financial statements. A liability for those amounts is recorded in governmental funds only if the liability has matured as a result of employee resignations or retirements. The liability for compensated absences includes salary-related benefits, where applicable.

*Proprietary funds operating and nonoperating revenues and expenses*

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the utility, solid waste, stormwater and other proprietary funds along with internal service funds are charges to customers for sales and services. Operating expenses for these funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

*Recently Issued and Adopted Accounting Pronouncements*

The Governmental Accounting Standards Board ("GASB") has issued several pronouncements that have effective dates that may impact future financial statements. Listed below are pronouncements with required implementation dates effective for subsequent fiscal years that have not yet been implemented. Management has not currently determined what, if any, impact implementation of the following will have on the City's financial statements:

1. GASB issued Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, in June 2015, which establishes standards for recognizing and measuring liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures. GASB 75 seeks to improve accounting and financial reporting by state and local governments for postemployment benefits other than pensions. The provisions in GASB 75 are effective for fiscal years beginning after June 15, 2017.
2. GASB issued Statement No. 82, *Pension Issues—An Amendment of GASB Statements No. 67, No. 68, and No. 73*, in March 2016. GASB 82 addresses issues regarding (1) the presentation of payroll-related measures in required supplementary information, (2) the selection of assumptions and the treatment of deviations from the guidance in an Actuarial Standard of Practice for financial reporting purposes, and (3) the classification of payments made by employers to satisfy employee (plan member) contribution requirements. The provisions in GASB 82 are effective for periods beginning after either June 15, 2016 or June 15, 2017, if certain assumptions are met.

City of Palm Coast, Florida  
Notes to Financial Statements – Continued  
September 30, 2017

Note 1 – Summary of Significant Accounting Policies (Continued)

*Recently Issued and Adopted Accounting Pronouncements (Continued)*

3. GASB issued Statement No. 83, *Certain Asset Retirement Obligations*, in November 2016. GASB 83 addresses accounting and financial reporting for certain asset retirement obligations (AROs), which are legally enforceable liabilities associated with the retirement of a tangible capital asset. The provisions in GASB 81 are effective for periods beginning after June 15, 2018.
4. GASB issued Statement No. 84, *Fiduciary Activities*, in January 2017. GASB 84 improved guidance regarding the identification and reporting of fiduciary activities. The provisions in GASB 84 are effective for periods beginning after December 15, 2018.
5. GASB issued Statement No. 85, *Omnibus 2017*, in March 2017. GASB 85 improves guidance addressing several different accounting and financial reporting issues identified during the implementation and application of certain GASB pronouncements. The provisions in GASB 85 are effective for periods beginning after June 15, 2017.
6. GASB issued Statement No. 86, *Certain Debt Extinguishment Issues*, in May 2017. GASB 86 improves consistency in accounting and financial reporting for in-substance defeasance of debt by providing guidance for transactions in which cash and other monetary assets acquired with only existing resources. The provisions in GASB 86 are effective for periods beginning after June 15, 2017.
7. GASB issued Statement No. 87, *Leases*, in June 2017. GASB 87 aims to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. The provisions in GASB 87 are effective for periods beginning after December 15, 2019.

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 2 – Reconciliation of Government-wide and Fund Financial Statements**

***Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position***

The governmental fund balance sheet includes a reconciliation between *fund balance – total governmental funds* and *net position – governmental activities* as reported in the government-wide statement of net position. One element of that reconciliation explains that “capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.” The details of this \$330,859,437 difference are as follows:

Land	\$	91,294,729
Construction in progress		12,100,659
Buildings and other improvements		60,387,577
Less: Accumulated depreciation		(14,319,135)
Infrastructure		263,964,550
Less: Accumulated depreciation		(84,174,759)
Equipment		6,559,379
Less: Accumulated depreciation		(4,953,563)
<i>Net adjustment to increase fund balance - total governmental funds to arrive at net position - governmental activities</i>	<u>\$</u>	<u>330,859,437</u>

Another element of that reconciliation explains that “internal service funds are used by management to charge the costs of fleet and risk management to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the statement of net position.” The details of this \$14,522,193 difference are as follows:

Net position of the internal service funds	\$	19,146,381
Less: Internal payable representing charges in excess of cost to business-type activities - prior years		(3,581,221)
Less: Internal payable representing charges in excess of cost to business-type activities - current year		(1,042,967)
<i>Net adjustment to increase fund balance - total governmental funds to arrive at net position - governmental activities</i>	<u>\$</u>	<u>14,522,193</u>

A final element of that reconciliation explains that “long-term liabilities, including bonds payable, are not due and payable in the current period, and therefore, are not reported in the funds.” The details of this \$11,176,095 difference are as follows:

Loans payable	\$	8,365,000
Net OPEB obligation		649,892
Compensated absences		2,161,203
<i>Net adjustment to decrease fund balance - total governmental funds to arrive at net position - governmental activities</i>	<u>\$</u>	<u>11,176,095</u>

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 2 – Reconciliation of Government-wide and Fund Financial Statements**

***Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities***

The governmental fund statement of revenues, expenditures, and changes in fund balances includes a reconciliation between *net changes in fund balances – total governmental funds* and *changes in net position of governmental activities* as reported in the government-wide statement of activities. One element of that reconciliation states that “the issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.” Also, the governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. “This amount is the net effect of these differences in the treatment of long-term debt and related items.” The details of this \$660,000 difference are as follows:

Principal payments:	
SR100 CRA Revenue Note	\$ 660,000
<i>Net adjustment to increase net changes in fund balances - total governmental funds to arrive at changes in net position of governmental activities</i>	<u>\$ 660,000</u>

**Note 3 – Stewardship, Compliance and Accountability**

***Compliance with Finance-Related Legal and Contractual Provision***

The City has no material violations of finance-related legal and contractual provisions.

***Deficit Fund Balance***

The OKR Special Assessment special revenue fund had a deficit fund balance of \$4,219,829. This fund incurred construction expenditures in excess of current revenues and transfers.

City of Palm Coast, Florida  
Notes to Financial Statements – Continued  
September 30, 2017

Note 4 – Deposits and Investments

*Deposits*

At year-end, the carrying amount of the City's deposits was \$7,920,889 and the bank balance was \$9,931,440. All bank deposits were fully covered by federal depository insurance and by deposits held in banks that are members of the State of Florida's Collateral Pool as specified under Florida law. Florida Statutes provide for collateral pooling by banks and savings and loans. This limits local government deposits to "authorized depositories". Included in the carrying amount of the City deposits is \$8,233 in petty cash.

*Investments*

The City follows guidelines of Florida Statute Section 218.415, which allows the following investments:

- The Local Government Surplus Funds Trust Fund
- SEC registered money market funds with the highest credit quality rating from a nationally recognized rating agency
- Interest bearing time deposits or savings accounts in qualified public depositories
- Direct obligations of the U.S. Treasury
- Federal Agencies and instrumentalities
- Supranational bonds
- Commercial paper
- Corporate bonds

As of September 30, 2017, the City has the following investments:

Investment Type	Fair Value	Percentage of Total	Average Maturities
Florida Prime LGIP	\$ 12,458,796	21.11	51 Days
U.S. Government Agencies	15,405,675	26.11	1-3 Years
U.S. Treasuries	16,729,217	28.35	1-3 Years
Corporate Issues	11,318,591	19.18	1-5 Years
Municipal Bonds	1,002,028	1.70	1-3 Years
Foreign Issues	2,102,645	3.56	1-3 Years
	<u>\$ 59,016,952</u>		

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 are significant unobservable inputs. The City has the following recurring fair value measurements as of September 30, 2017:

- *Fixed Income Securities* - Valued using pricing models maximizing the use of observable inputs for similar securities. This includes basing value on yield currently available on comparable securities of the issuers with similar credit ratings.

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 4 – Deposits and Investments (Continued)**

The following table summarizes the assets and liabilities of the City for which fair values are determined on a recurring bases as of September 30, 2017:

Investment Type	Amount	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Fair Value
U.S. Government Agencies	\$ 15,405,675	-	\$ 15,405,675	-	\$ 15,405,675
U.S. Treasuries	16,729,217	-	16,729,217	-	16,729,217
Corporate Issues	11,318,591	-	11,318,591	-	11,318,591
Municipal Bonds	1,002,028	-	1,002,028	-	1,002,028
Foreign Issues	2,102,645	-	2,102,645	-	2,102,645
<b>Total investments by fair value level</b>	<b>\$ 46,558,156</b>	<b>-</b>	<b>\$ 46,558,156</b>	<b>-</b>	<b>\$ 46,558,156</b>

*Investments measured at the net  
asset value (NAV)*

External Investment Pool:

SBA Florida Prime	\$ 12,458,796
Total investments measured at NAV	<u>12,458,796</u>
<i>Total investments measured at fair value</i>	<u>\$ 59,016,952</u>

The City's investments in the Florida Local Government Surplus Funds Trust Fund Investment Pool (Florida PRIME), a Securities and Exchange Commission rule 2a7-like external investment pool, are similar to money market funds in which shares are owned in the fund rather than the underlying investments. The Florida PRIME investment pool is administered by the State Board of Administration (SBA) pursuant to section 218.405 of the Florida Statutes.

The pool invests in short-term, high-quality fixed income securities. To be considered high-quality, the security must be rated highest in the short-term rating category by one or more nationally recognized statistical ratings organizations, or deemed to be of comparable quality by the investment manager. Florida PRIME meets all of the necessary criteria to elect to measure all of the investments in the fund at amortized cost. The account balance of this fund is considered to be the fair value of this investment. As of September 30, 2017, Standard and Poor's Ratings Services assigned its "AAAm" principal stability fund rating to Florida PRIME. The occurrence of an event that has a material impact on liquidity or operations of the trust fund can cause limits on contributions or withdrawals. During the fiscal year there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100% of their account value. Separate financial statements for the pool are available by contacting the Florida State Board of Administration.

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 4 – Deposits and Investments (Continued)**

*Interest Rate Risk.* The City's investment policy limits the maturities of operating funds to a maximum of twenty-four (24) months. Bond reserves, construction funds, and other non-operating funds cannot exceed maturities of ten (10) years. Longer maturities, not to exceed thirty (30) years, may be used in special circumstances. The maximum length to maturity for an investment in any U.S. Government Agency security is ten (10) years from the date of purchase.

*Credit Risk.* The City's investment policy allows investment in high grade corporate notes and government sponsored agencies with a minimum A rating by Standard and Poor's. Commercial paper is required to have a rating of A-1 by Standard and Poor's. Foreign Issues requirements are that the US is a shareholder and voting member with a long term debt rating of "AAA" category, or a short term debt rating of A-1 or higher, by any two NRSROs at the time of purchase. As of September 30, 2017, the City's investments in U.S. Government Agencies were rated AA+, commercial paper rated A-1, corporate and municipal bonds rated between A- and AAA by Standard & Poor's, and foreign issues were rated AAA by Standard and Poor's and Aaa by Moody's.

*Concentrations of Credit Risk.* The City's investment policy allows a maximum of seventy-five (75) percent of available funds to be invested in U.S. Government Agencies. As of September 30, 2017, the City's largest agency investment is in the Federal Home Loan Bank (FHLB).

Cash with fiscal agent as of September 30, 2017 totaled \$4,903,375. This amount represents the semi-annual utility bond principal and interest payments on deposit with the distributing agent.

**Note 5 – Receivables**

Amounts are aggregated into single accounts receivable (net of allowance for uncollectibles) line for certain funds and aggregated columns. Below is a detail of receivables, including applicable allowances for uncollectible accounts:

	Accounts Receivable	Special Assessments Receivable	Allowance for Doubtful Accounts	Totals
General Fund	\$ 751,098	\$ -	\$ -	\$ 751,098
Nonmajor Governmental Funds	-	4,700,616	-	4,700,616
Utility Fund	5,284,725	-	(453,562)	4,831,163
Solid Waste Fund	1,316,191	-	(117,373)	1,198,818
Stormwater Fund	2,047,305	-	(369,721)	1,677,584
Nonmajor Enterprise Funds	97,238	-	(3,108)	94,130
Fleet Management Fund	2,249	-	-	2,249
<b>Totals</b>	<b>\$ 9,498,806</b>	<b>\$ 4,700,616</b>	<b>\$ (943,764)</b>	<b>\$ 13,255,658</b>

The special assessments receivable is the amount due from property owners within the Old Kings Road Special Assessment District (see Note 15). The amount due as of September 30, 2017 represents the balance remaining on the financing of the expansion and realignment of Old Kings Road.

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 6 – Capital Assets**

Capital asset activity for the year ended September 30, 2017 was as follows:

	Balance 9/30/2016	Increases	Decreases	Balance 9/30/2017
<b>A. Governmental Activities</b>				
Capital assets, not being depreciated:				
Land	\$ 90,808,604	\$ 486,125	\$ -	\$ 91,294,729
Construction in progress	8,360,694	10,459,448	(6,719,483)	12,100,659
Total capital assets, not being depreciated	99,169,298	10,945,573	(6,719,483)	103,395,388
Capital assets, being depreciated:				
Buildings and improvements other than buildings	55,826,135	5,658,586	-	61,484,721
Infrastructure	249,120,068	14,844,482	-	263,964,550
Equipment	22,920,332	2,468,887	(1,057,095)	24,332,124
Total capital assets, being depreciated	327,866,535	22,971,955	(1,057,095)	349,781,395
Less accumulated depreciation for:				
Buildings and improvements other than buildings	(12,645,655)	(1,984,339)	-	(14,629,994)
Infrastructure	(73,521,662)	(10,653,096)	-	(84,174,758)
Equipment	(14,369,145)	(1,819,014)	972,026	(15,216,133)
Total accumulated depreciation	(100,536,462)	(14,456,449)	972,026	(114,020,885)
Total capital assets, being depreciated, net	227,330,073	8,515,506	(85,069)	235,760,510
Governmental activities capital assets, net	\$ 326,499,371	\$ 19,461,079	\$ (6,804,552)	\$ 339,155,898
<b>B. Business-type Activities</b>				
Capital assets, not being depreciated:				
Land	\$ 13,889,568	\$ -	\$ -	\$ 13,889,568
Construction in progress	8,317,895	22,897,168	-	31,215,063
Total capital assets, not being depreciated	22,207,463	22,897,168	-	45,104,631
Capital assets, being depreciated:				
Buildings and improvements other than buildings	101,842,602	3,412,342	-	105,254,944
Infrastructure	209,129,787	5,838,730	-	214,968,517
Equipment	2,620,024	177,445	(11,894)	2,785,575
Total capital assets, being depreciated	313,592,413	9,428,517	(11,894)	323,009,036
Less accumulated depreciation for:				
Buildings and improvements other than buildings	(39,259,733)	(4,239,066)	-	(43,498,799)
Infrastructure	(67,296,538)	(8,538,508)	-	(75,835,046)
Equipment	(2,173,591)	(184,398)	11,892	(2,346,097)
Total accumulated depreciation	(108,729,862)	(12,961,972)	11,892	(121,679,942)
Total capital assets, being depreciated, net	204,862,551	(3,533,455)	(2)	201,329,094
Business-type activities capital assets, net	\$ 227,070,014	\$ 19,363,713	\$ (2)	\$ 246,433,725

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 6 – Capital Assets (Continued)**

Depreciation expense was charged to the functions/programs as follows:

Governmental activities:	
General government	\$ 236,253
Public safety	284,462
Transportation and physical environment	10,980,540
Culture and recreation	1,347,654
Capital assets held by the government's internal service funds are charged to the various functions based on their usage of the assets	<u>1,607,540</u>
Total depreciation expense - governmental activities	<u>\$ 14,456,449</u>
Business activities:	
Utility	\$ \$ 10,662,709
Stormwater	1,903,653
Information Technology (IT)	<u>395,610</u>
Total depreciation expense - business activities	<u>\$ 12,961,972</u>

**Note 7 - Accrued liabilities**

Accrued liabilities totaling \$306,874 reported by the general fund as of September 30, 2017 represent accrued salaries and related employee benefits.

**Note 8 – Interfund Receivables, Payables, and Transfers**

**Advances from/to other funds:**

Receivable Fund	Payable Fund	Purpose	Amount
Utility Fund	OKR Special Assessment Fund	Expansion and realignment of road	\$ 4,700,616
			<u>\$ 4,700,616</u>

The Utility Fund loan is a working capital loan made to the OKR Special Assessment Fund upon its creation. This balance is not scheduled to be collected in the subsequent year.

City of Palm Coast, Florida  
Notes to Financial Statements – Continued  
September 30, 2017

**Note 8 – Interfund Receivables, Payables, and Transfers (Continued)**

**Interfund transfers:**

Transfer out:	Transfer In:						Total
	General Fund	Capital Projects Fund	Streets Improvement Fund	SR 100 CRA Fund	Fleet Fund	Nonmajor Governmental	
General Fund	\$ -	\$ -	\$ -	\$ 594,922	\$ 69,376	\$ -	664,298
Utility Fund	725,136	-	-	-	77,184	-	802,320
Transportation Impact Fee Fund	-	33,514	700,000	-	-	106,083	839,597
Capital Projects Fund	-	-	-	-	-	130,000	130,000
SR100 CRA Fund	-	575,000	-	-	-	-	575,000
Stormwater Fund	99,679	-	-	-	38,796	-	138,475
Nonmajor Governmental	-	230,000	-	-	-	-	230,000
Nonmajor Proprietary	15,335	-	-	-	25,234	-	40,569
<b>Total transfers out</b>	<b>\$ 840,150</b>	<b>\$ 838,514</b>	<b>\$ 700,000</b>	<b>\$ 594,922</b>	<b>\$ 210,590</b>	<b>\$ 236,083</b>	<b>3,420,259</b>

Transfers from the General Fund are generally made to establish reserves for future capital expenditures, possible emergency related expenditures, and to move unrestricted general fund revenues to finance various programs that are accounted for in other funds in accordance with budgetary authorizations. The transfers to the Capital Projects Fund are for the funding of restroom facilities at different park locations, and for the funding of a Community Wing at City Hall. Transfers to the CRA Fund represent base property tax collections within the redevelopment area and to fund capital expenditures. Other transfers from the Utility Fund, Stormwater Fund, Nonmajor Governmental and Nonmajor Proprietary Funds are in lieu of tax transfers, maintenance transfers, and to establish reserves for future capital expenditures. The transfer from the Transportation Impact Fee Fund to Nonmajor Governmental Funds are impact fee collections related to the Old Kings Road Special Assessment District. Transfers to the Fleet Fund are to purchase new additions to the Fleet from the various responsible departments.

**Note 9 – Leases and Agreements**

**Interlocal Agreements:**

The City maintains an interlocal agreement with the Flagler County Sheriff for law enforcement services. The agreement provides for additional services above the base level of service provided by the Sheriff on a County-wide basis. For 2017, the total cost was \$2,702,136.

**Lease of City Owned Facilities:**

The City leases various facilities to telecommunications companies, who provide wireless phone and Internet access to the public. The leases are for a five year period, with renewal options for an additional five years. Annual lease payments increase by the U.S. Consumer Price Index or 3 to 4%, whichever is greater. For fiscal year 2017, the total amount of these lease payments were \$296,798.

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 10 – Long-Term Debt**

**A. Governmental Activities**

***SR100 CRA Redevelopment Refunding Revenue Note, Series 2012***

During year ended September 30, 2013, the City refinanced an agreement with BB&T Bank for the purpose of purchasing properties and performing infrastructure improvements within the redevelopment area. The original loan principal was payable annually at an interest rate 4.34% through October 1, 2024. The refinanced note, including an additional \$2,000,000 in new debt, is payable annually at an interest rate of 2.29% through October 1, 2024.

Annual debt service requirements to maturity for the loan are as follows:

Year Ending September 30,	Principal	Interest
2018	\$ -	\$ 76,875
2019	447,000	66,639
2020	461,000	56,082
2021	468,000	45,365
2022	476,000	34,465
2023-2025	1,505,000	34,991
	<u>\$ 3,357,000</u>	<u>\$ 314,417</u>

***SR100 CRA Redevelopment Revenue Note, Series 2014***

During year ended September 30, 2014, the City entered into an agreement with Ameris Bank for the purpose of purchasing properties and performing infrastructure improvements within the redevelopment area. The loan principal of \$5,839,000 is payable annually at an interest rate 4.44% through October 1, 2028.

Annual debt service requirements to maturity for the loan are as follows:

Year Ending September 30,	Principal	Interest
2018	\$ -	\$ 172,776
2019	233,000	164,738
2020	240,000	156,457
2021	254,000	147,695
2022	268,000	138,448
2023-2027	2,372,000	496,145
2028-2029	1,641,000	28,911
	<u>\$ 5,008,000</u>	<u>\$ 1,305,170</u>

The 2018 principal payment was made on both loans during the year ended September 30, 2017, leaving a principal balance of \$3,357,000 and \$5,008,000 payable respectively at the end of the fiscal year.

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 10 – Long-Term Debt (Continued)**

**B. Business Activities**

**Utility System Long-term Debt**

***Utility System Improvement and Refunding Revenue Bonds, Series 2013***

On July 9, 2013, the City issued debt to refinance the Series 2003 bonds and to finance the construction costs related to water treatment plant expansions and other infrastructure improvements. Refinancing proceeds, construction costs, and issuance costs were included in the bond issue and brought the total debt issued to \$89,600,000. The interest rate on these bonds ranges from 2.0% - 5.0%. This debt will be paid over 30 years from water and wastewater revenues.

***Disposition of Revenue in order of Priority***

Gross revenues are first deposited in the Utility Fund for payment of operation and maintenance costs. Net revenues (revenues after payment of operating and maintenance costs) are then first transferred to Debt Service Reserve for the following purposes:

- Interest Payments
- Parity Contract Obligations Payments
- Principal Payments
- Redemption of Term Bonds
- Subordinated Debt Payments

Net revenues are then applied to the utility capital projects account for renewal, replacement and improvement, in an amount at least equal to one-twelfth of 5% of gross revenues received during the immediately preceding fiscal year. In addition, the City Council has designated an additional 5% of gross revenues (for a total of 10%) be applied for renewal, replacement and improvement.

City of Palm Coast, Florida  
Notes to Financial Statements – Continued  
September 30, 2017

Note 10 – Long-Term Debt (Continued)

*Utility System Improvement and Refunding Revenue Bonds, Series 2013 (Continued)*

Any remaining net revenues after the above items are funded are considered surplus and may be used for any lawful purpose of the City.

The Series 2013 bonds are not secured by insurance or the reserve fund. During the fiscal year ended September 30, 2016, Standard & Poor's and Fitch provided an A+ rating on this bond issue.

**Early Optional Redemption**

The Series 2013 bonds maturing on or after October 1, 2024 are redeemable prior to their stated dates of maturity, at the option of the City, in whole or in part on any date on or after October 1, 2023, at the redemption prices equal to the principal amount of the Series 2013 Bonds to be redeemed plus interest accrued to the date of redemption.

*Debt Service*

Annual debt service requirements to maturity for the bonds are as follows:

Year Ending September 30,	Principal	Interest
2018	\$ 3,010,000	\$ 3,636,250
2019	3,160,000	3,478,250
2020	3,320,000	3,312,250
2021	3,485,000	3,138,000
2022	3,660,000	2,955,000
2023-2027	21,255,000	11,689,750
2028-2032	26,955,000	5,849,013
2033-2037	16,405,000	792,893
	<u>\$ 81,250,000</u>	<u>\$ 34,851,406</u>

*Bank Loans*

During year ended September 30, 2016, the City executed an agreement with Ameris Bank to borrow funds in order to refinance the Series 2007 Utility Revenue Bonds. These bonds were originally used to finance a water treatment plant and related infrastructure. The loan principal of \$40,193,000 is payable annually with interest at a rate of 2.48% payable semi-annually through October 2036.

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 10 – Long-Term Debt (Continued)**

Annual debt service requirements to maturity for the loan are as follows:

Year Ending September 30,	Principal	Interest
2018	\$ -	\$ 937,514
2019	1,581,000	898,306
2020	1,620,000	858,130
2021	1,663,000	816,887
2022	1,705,000	774,603
2023-2027	9,167,000	3,202,176
2028-2032	10,360,000	1,978,054
2033-2037	11,707,000	594,673
2042-2046	-	-
	<u>\$ 37,803,000</u>	<u>\$ 10,060,343</u>

The 2018 principal payment was made during the year ended September 30, 2017, leaving a principal balance of \$37,803,000 payable at the end of the fiscal year.

During year ended September 30, 2017, the City executed an agreement with CenterState Bank to borrow funds in order to refinance four of its State Revolving Fund loans: WW90302S originally used for the purpose of lift station and force main improvements, WW90303S originally used for the purpose of wastewater treatment facilities improvements, WW903050 originally used for the purpose of biosolids, reclaimed water and aerobic digestion improvements and WW903080 originally used for the purpose of construction of water reuse facilities. The City was able to reduce the interest rates applicable to the various SRF loans from a range of 2.54% - 2.71% to a rate of 2.35%. The interest rate reduction resulted in projected cashflow savings of \$164,970 over the remaining life of the loan, with net present value savings of \$130,081.

The loan principal of \$17,163,000 with interest at a rate of 2.35% is payable semi-annually through June 2038.

Annual debt service requirements to maturity for the loan are as follows:

Year Ending September 30,	Principal	Interest
2018	\$ 1,498,000	\$ 276,928
2019	1,534,000	341,502
2020	1,570,000	305,265
2021	1,607,000	268,147
2022	1,646,000	230,136
2022-2026	7,716,000	656,633
2028	843,000	14,864
	<u>\$ 16,414,000</u>	<u>\$ 2,093,475</u>

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 10 – Long-Term Debt (Continued)**

***State Revolving Fund Loans***

During the year ended September 30, 2016, the City executed an agreement with the Florida Department of Environmental Protection to borrow through the State Revolving Fund loan program, for the purpose of constructing a second wastewater treatment plant and related infrastructure (WW180420). The agreement allows the City to borrow up to \$30,100,000 at an interest rate of .67%. The loan is payable semi-annually in the amount of \$828,515 commencing in October 2018 for a period of 20 years. The total amount of funding received during the fiscal year was \$17,967,176 with \$7,824,486 pending as of year end.

Description	Interest Rate	Disbursable Amount	Amount Funded	Repayment Date	Semi-Annual Payment	Term (Years)
Wastewater Treatment Plant #2	0.67%	\$ 30,100,000	\$ 19,748,280	10/15/2018	\$ 828,515	20

During year ended September 30, 2005, the City executed an agreement with the Florida Department of Environmental Protection to borrow \$2,734,789 through the State Revolving Fund loan program, for the purpose of lift station and force main improvements (WW90302S). This loan was refinanced with a bank loan on January 19, 2017.

During year ended September 30, 2005, the City executed an agreement with the Florida Department of Environmental Protection to \$13,281,775 borrow through the State Revolving Fund loan program, for the purpose of wastewater treatment facilities improvements (WW90303S). This loan was refinanced with a bank loan on January 19, 2017.

During the year ended September 30, 2007, the City executed an agreement with the Florida Department of Environmental Protection to borrow up to \$14,607,514 through the State Revolving Fund loan program, for the purpose of biosolids, reclaimed water and aerobic digestion improvements (WW903050). This loan was refinanced with a bank loan on January 19, 2017.

During the year ended September 30, 2008, the City executed an agreement with the Florida Department of Environmental Protection to borrow up to \$6,965,490 at an interest rate of 2.54% through the State Revolving Fund loan program, for the purpose of construction of water reuse facilities (WW903080). This loan was refinanced with a bank loan on January 19, 2017.

**Stormwater System Long-Term Debt**

During the year ended September 30, 2006, the City executed an agreement with the Florida Department of Environmental Protection to borrow up to \$4,285,694 at an interest rate of 2.55% through the State Revolving Fund loan program, for the purpose of stormwater drainage improvements and swale rehabilitation (SW903040). On August 10, 2007, the loan amount was amended to \$4,847,060 with the additional principal bearing an interest rate of 2.43%. On June 7, 2010 the loan principal was amended a second time to \$4,822,150. The loan principal is payable semi-annually in the amount of \$151,585 including interest at a rate of 2.5282% through August 15, 2026.

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 10 – Long-Term Debt (Continued)**

***State Revolving Fund Loans (Continued)***

Annual debt service requirements to maturity for the loan are as follows:

Year Ending <u>September 30,</u>	Principal	Interest
2018	\$ 243,215	\$ 59,955
2019	249,418	53,752
2020	255,779	47,391
2021	262,303	40,867
2022	268,993	34,177
2023-2026	1,146,348	66,331
	<u>\$ 2,426,056</u>	<u>\$ 302,473</u>

During the year ended September 30, 2009, the City executed an agreement with the Florida Department of Environmental Protection to borrow up to \$3,798,642 at an interest rate of 3.14% through the State Revolving Fund loan program, for the purpose of stormwater drainage improvements and swale rehabilitation (SW903070). In January 2012, the total amount of the loan was modified to \$2,875,904, payable in semi-annual installments of \$91,316, at an interest rate of 3.14%, maturing in March 2030.

Annual debt service requirements to maturity for the loan are as follows:

Year Ending <u>September 30,</u>	Principal	Interest
2018	\$ 124,691	\$ 57,941
2019	128,637	53,995
2020	132,708	49,924
2021	136,908	45,724
2022	141,241	41,391
2023-2027	776,147	137,012
2028-2030	435,838	20,741
	<u>\$ 1,876,170</u>	<u>\$ 406,728</u>

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 10 – Long-Term Debt (Continued)**

***Bank Loan***

During the year ended September 30, 2009, the City executed an agreement with the RBC (now PNC) Bank to borrow up to \$9,000,000 at a variable interest rate for the purpose of stormwater drainage improvements and swale rehabilitation. The variable rate during the draw period, not to exceed three years, is equal to 70% of the One-Month LIBOR rate plus 212 basis points. In January 2012, the loan was modified to a fixed rate of 2.35%, payable annually, starting in October 2012 and maturing in October 2023. Interest will be paid semi-annually.

Annual debt service requirements to maturity for the loan are as follows:

<u>Year Ending September 30,</u>	<u>Principal</u>	<u>Interest</u>
2018	\$ -	\$ 113,106
2019	756,000	95,340
2020	774,000	77,151
2021	792,000	58,539
2022	811,000	59,455
2023-2024	1,680,000	-
	<u>\$ 4,813,000</u>	<u>\$ 403,591</u>

The 2018 principal payment of \$739,000 was made during the year ended September 30, 2017, leaving a principal balance of \$4,813,000 payable at the end of the fiscal year.

**Information Technology (IT) Long-Term Debt**

***Loans***

During the year ended September 30, 2009, the City executed an agreement with MetroPCS Florida, LLC to purchase a wireless communications tower built on City land. MetroPCS Florida, LLC would construct the tower and lease space on the tower for its operations (see Note 8). The City agreed to apply fifty percent of the tower lease payments towards repayment of the cost of the tower in the amount of \$164,773 with principal only payable annually according to the schedule below.

Annual debt service requirements to maturity for the loan are as follows:

<u>Year Ending September 30,</u>	<u>Principal</u>	<u>Interest</u>
2018	\$ 17,649	\$ -
2019	15,897	-
	<u>\$ 33,546</u>	<u>\$ -</u>

City of Palm Coast, Florida  
Notes to Financial Statements – Continued  
September 30, 2017

Note 10 – Long-Term Debt (Continued)

*Changes in long-term debt*

During the year ended September 30, 2017, the following changes in long-term debt occurred:

Governmental Activities:	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
SR100 CRA Loans	\$ 9,025,000	\$ -	\$ (660,000)	\$ 8,365,000	-
Net OPEB Obligation	599,132	79,754	-	678,886	-
Net Pension Liability	3,032,226	345,636	-	3,377,862	-
Compensated Absences	2,027,069	1,225,168	(1,028,819)	2,223,418	814,389
Long-term debt	<u>\$ 14,683,427</u>	<u>\$ 1,650,558</u>	<u>\$ (1,688,819)</u>	<u>\$ 14,645,166</u>	<u>814,389</u>
<b>Business Type</b>					
<b>Activities:</b>					
Utility Revenue Bonds	\$ 84,120,000	\$ -	\$ (2,870,000)	\$ 81,250,000	3,010,000
Premiums	5,353,487	-	(524,670)	4,828,817	-
Total Revenue Bonds	<u>89,473,487</u>	<u>-</u>	<u>(3,394,670)</u>	<u>86,078,817</u>	<u>3,010,000</u>
State Revolving Fund					
Loans	28,128,909	21,963,946	(18,152,947)	31,939,908	1,515,649
Bank and Other Loans	44,949,517	17,163,000	(3,048,971)	59,063,546	367,906
Net OPEB Obligation	429,850	55,516	-	485,366	-
Compensated Absences	1,211,188	821,291	(751,423)	1,281,056	514,505
Long-term debt	<u>\$ 164,192,951</u>	<u>\$ 40,003,753</u>	<u>\$ (25,348,011)</u>	<u>\$ 178,848,693</u>	<u>5,408,060</u>

Internal service funds predominantly serve the governmental funds. Accordingly, long-term liabilities for them are included as part of the above totals for governmental activities. At year end, \$62,215 of internal service fund compensated absences and \$28,994 of net OPEB obligation are included in the above amounts. For governmental activities, compensated absences, net pension liability and net postemployment benefit obligations (OPEB) are generally liquidated by the general fund.

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 11 – Retirement Plans**

***Defined Contribution Plan***

The City maintains a single employer defined contribution plan. All full-time employees are eligible to participate. The name of the plan is the City of Palm Coast 401(a) Pension Plan. The plan is administered by a third party administrator, Great West Retirement Services. The authority to establish and amend benefits rests with the City Council. Under this plan, the City contributes a certain percentage of employees' eligible wages based upon their job classification as determined by City Council. For the fiscal year ended September 30, 2017, general employees received a 10% contribution, with department directors receiving 13% and special risk employees receiving 17.5%. Employees do not participate in the plan funding. Pension contributions are subject to a five year (5) vesting schedule. Withdrawals from the plan may be made due to retirement, attainment of age 59 ½, separation from service, disability, or death. For the period ended September 30, 2017, contributions to this plan totaled \$2,109,539, with no employer liability outstanding. Plan forfeitures are used to pay administrative expenses, or reallocated to employee accounts.

***Deferred Compensation Program***

The City offers its employees a voluntary deferred compensation program created in accordance with Internal Revenue Code (IRC) section 457 and Chapter 112.215 Florida Statutes. The City offers a matching contribution program of up to 2% of eligible wages. During the year ended September 30, 2017, the City complied with the requirements of IRC Section 457 and all assets and income of the plan are held in trust for the exclusive benefit of the participants and their beneficiaries. City contributions to this plan totaled \$351,600.

***Volunteer Firefighters' Pension Plan***

**Summary of Significant Accounting Policies**

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City of Palm Coast Volunteer Firefighters' Pension Plan and additions to/deductions from fiduciary net position have been determined on the same basis as they are reported by the plan. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms.

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 11 – Retirement Plans (Continued)**

*Volunteer Firefighters' Pension Plan*

**Plan Description and Administration**

The City of Palm Coast Volunteer Firefighter's Pension Plan is a single employer defined benefit pension plan that provides pensions for qualified volunteers pursuant to Florida Statute, Chapter 175. The City adopted a "local law" plan that provides benefits based on years of service. The benefits are provided through a State contribution from collections of a Fire Insurance Premium Tax. The City is required to participate only when the State contributions are insufficient to fund the plan.

Volunteers who meet minimum City established standards are eligible to participate in the plan. Minimum standards are based on a system that awards points used to certify years of credited service for completing training courses, attending drills, responding to emergency calls, and participating in other fire emergency activities. The plan is administered by a Board of Trustees. The Board has administrative authority over the plan, and acts as supervisor and plan administrator. The Board consists of five members, two are appointed by City Council, two are appointed by the volunteers, and the final member is selected by the four appointed Board members and appointed by City Council (as a ministerial duty). The authority to establish and amend benefits as well as the funding policy rests with the City Council.

**Plan Benefits**

The City of Palm Coast Volunteer Firefighter's Pension Plan provides retirement, disability, and death benefits. Retirement benefits are based on a rate of \$65 per month for each year of credited service, and the balance in the supplemental "share" portion of the plan, if any. Share benefits are accumulated based on plan revenues in excess of amounts needed to fund the defined benefit portion of the plan. Volunteers do not contribute to the plan. In order to qualify for retirement benefits, a volunteer must earn five years of credited service.

The plan was established on July 2, 2002. Members with up to five years of consecutive service prior to July 2, 2002 are eligible for up to five years of credit providing such members satisfy pension requirements in at least one of the two years following July 2, 2002. The minimum age for receiving benefits is 52 with twenty-five years of service, or 55 and after ten years of service, or for volunteers 62 and over, five years of service. Early retirement may be arranged with the consent of the Board for a member who has attained age 50 with ten years of continuous service. The retirement benefit will be actuarially reduced by three percent for each year by which the member's age at retirement preceded the member's normal retirement age. Each member will become one hundred percent vested at normal retirement age, subject only to the actuarial reduction for early retirement at age 50. All plan members are eligible for non-duty disability benefits after 10 years of service and for duty-related disability benefits from date of hire. Disability benefits are determined in the same manner as retirement benefits. Death benefits are paid to the Beneficiary for ten years, beginning at the vested member's normal retirement date (unreduced) or early retirement date (reduced). There are no annual cost-of-living adjustments.

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 11 – Retirement Plans (Continued)**

*Volunteer Firefighters' Pension Plan (Continued)*

**Plan Benefits (Continued)**

The supplemental benefit (share plan) was initially funded with 80% of the \$1,505,738 excess State monies reserve during fiscal year 2015 and allocated to eligible participants. Annual premium tax revenues received by the City in excess of \$144,307, if any, shall be allocated to active participants on a pro-rata basis based on years of credited service. Share plan accounts shall be credited or debited annually based on the Plan's net-of-fees investment performance for the preceding year. Vesting for the share plan is five years of credited service.

**Plan Membership**

As of September 30, 2017, the following volunteers were covered by the benefit terms:

Inactive plan members and beneficiaries currently receiving benefits	22
Inactive plan members entitled to but not receiving benefits	2
Active plan members	37
	61
	61

**Contributions**

Members do not contribute to the plan. The benefits are provided through a State contribution from the 1.85% tax on premiums for fire insurance policies. The City contribution is required when State contributions are insufficient to pay the actuarially determined current costs and amortized unfunded past service cost, if any, as provided in Chapter 112, Florida Statutes.

Contributions from the State to the plan are reported as revenues and expenditures in the general fund before being reported in the pension fund. The amount recorded for the period ended September 30, 2017 was \$232,597. There were no required City contributions.

**Net Pension Liability (Asset)**

The City's net pension liability (asset) was measured as of September 30, 2017, and the total pension liability used to calculate the net pension liability (asset) was determined by an actuarial valuation as of that date.

The components of the net pension liability (asset) as of September 30, 2017 were as follows:

Total Pension Liability	\$ 2,883,753
Plan Fiduciary Net Position	(4,040,315)
Net Pension Liability (Asset)	\$ (1,156,562)
Plan Fiduciary Net Position as a percentage of Total Pension Liability	140.11%

City of Palm Coast, Florida  
Notes to Financial Statements – Continued  
September 30, 2017

Note 11 – Retirement Plans (Continued)

*Volunteer Firefighters' Pension Plan (Continued)*

**Actuarial Assumptions**

The total pension liability (asset) was determined by an actuarial valuation as of Oct 1, 2016 updated to September 30, 2017 using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.0 percent
Salary Increase	n/a, unpaid volunteers
Discount Rate	7.00 percent
Investment Rate of Return	7.00 percent

Mortality rates healthy lives were based on the RP-2000 Generational, 100% Annuitant White Collar, Scale BB for females and RP2000 Generational, 10% Annuitant White Collar /90% Annuitant Blue Collar, Scale BB for males. Mortality rates disabled lives were based on 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection scale for females and 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale for males.

The date of the most recent experience study for which significant assumptions are based upon is not available.

The actuarial valuation utilized the entry age normal actuarial cost method. The amortization method is level dollar and the period is 30 years and is closed. The asset valuation method utilized the historical geometric 4-year average Market Value return. Plan assets are reported at fair value.

The long-term expected rate of return on pension plan investments was determined using a building-block method which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. For 2017 the inflation rate assumption of the investment advisor was 2.90%. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of September 30, 2017 (see discussion of the pension plan's investment policy) are summarized in the following table:

Asset Class	Target Allocation	Long Term Expected Real Rate of Return
U.S. Large Cap Equity	34%	5.10%
U.S. Small Cap Equity	11%	5.60%
International Equity	15%	5.60%
Core Real Estate	10%	4.50%
Core Bonds	12%	1.40%
Core Plus	18%	1.70%
Total	100%	

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 11 – Retirement Plans (Continued)**

*Volunteer Firefighters' Pension Plan (Continued)*

**Discount Rate**

The discount rate used to measure the total pension liability was 7.00 percent. The projection of cash flows used to determine the discount rate assumed that State contributions will be made at the current contribution rate and that City contribution, if any, will be made at rates equal to the difference between actuarially determined contribution rates and the State contributions. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability (asset).

**Changes in the Net Pension Liability (Asset)**

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (Asset) (a) - (b)
Balances at September 30, 2016	\$ 2,686,856	\$ 3,537,093	(850,237)
Changes for the year:			
Service Cost	132,449	-	132,449
Interest	170,580	-	170,580
Share Plan Allocation	32,597	-	32,597
Differences between expected and actual experience	23,865	-	23,865
Changes of assumptions	-	-	-
Contributions - State	-	232,597	(232,597)
Net investment income (loss)	-	458,612	(458,612)
Benefit payments	(162,594)	(162,594)	-
Administrative expenses	-	(25,393)	25,393
Net Changes	196,897	503,222	(306,325)
Balances at September 30, 2017	\$ 2,883,753	\$ 4,040,315	(1,156,562)

**Sensitivity of the Net Pension Liability (Asset) to Changes in the Discount Rate**

The following presents the net pension liability (asset) of the City, calculated using the discount rate of 7.00 percent, as well as what the City's net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower (6.00 percent) or 1-percentage-point higher (8.00 percent) than the current rate:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
City's net pension liability (asset)	\$(970,474)	\$(1,156,562)	\$(1,309,776)

City of Palm Coast, Florida  
Notes to Financial Statements – Continued  
September 30, 2017

Note 11 – Retirement Plans (Continued)

*Volunteer Firefighters' Pension Plan (Continued)*

**Pension Plan Fiduciary Net Position**

The plan does not issue a separate financial report. Information about the plan's fiduciary net position is available on pages 35-36 of this report.

**Pension Expense, Deferred Outflows and Inflows of Resources**

For the year ended September 30, 2017, the City recognized pension expense (benefit) of \$146,845. On September 30, 2017, the City reported Deferred Outflows of Resources and Deferred Inflows of Resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between Expected and Actual Experience	\$ 19,092	\$ 67,254
Changes of assumptions	111,387	-
Net difference between Projected and Actual Earnings on Pension		
Plan Investments	-	53,071
Total	\$ 130,479	\$ 120,325

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended September 30:		
2018	\$	34,983
2019		34,983
2020		(22,694)
2021		(37,118)
2022		-
Thereafter		-

**Investment Policy**

The Plan's policy in regard to the allocation of invested assets is established and may be amended by the Board by a majority vote of its members. It is the policy of the Board to pursue an investment strategy that reduces risk through the prudent diversification of the portfolio across a broad selection of distinct asset classes. The pension plan's investment policy discourages the use of cash equivalents, except for liquidity purposes, and aims to refrain from dramatically shifting asset class allocations over short time spans. The following was the Board's adopted asset allocation policy as of September 30, 2017:

City of Palm Coast, Florida  
Notes to Financial Statements – Continued  
September 30, 2017

Note 11 – Retirement Plans (Continued)

*Volunteer Firefighters' Pension Plan (Continued)*

Investment Policy (Continued)

Investments

Investments are reported at fair value (generally based on quoted market prices). Plan assets are invested in the Florida Municipal Pension Trust Fund (FMTPF) administered by the Florida League of Cities. This fund is an external investment pool and is reported at fair value.

The total invested with the Florida Municipal Pension Trust Fund (FMTPF) as of September 30, 2017 was \$4,040,315. The Plan's investment in the Florida Municipal Pension Trust Fund (FMTPF), a Securities and Exchange Commission rule 2a7-like external investment pool, are beneficial interests in shares of portfolios, not the individual securities held within each portfolio.

*Interest Rate Risk.* The FMTPF includes the following fixed income fund.

Fixed Income Fund	Effective Duration (Years)	Weighted Average Maturity (Years)
FMLvT Broad Market High Quality Bond	4.74	6.10
FMLvT Core Plus Fixed Income	2.24	7.40

*Risk.* The Broad Market High Quality Bond fund is rated AAf/S4 by Fitch, the Core plus Fixed Income Fund is not rated. There are also a number of equity portfolios within the investment pool which are not rated.

*Concentrations.* The Plan did not hold investments in any one organization that represent 5 percent or more of the Plan's Fiduciary Net Position.

*Rate of Return.* For the year ended September 30, 2017, the annual money-weighted rate of return on Plan investments, net of investment expense, was 13.21 percent. The money-weighted rate of return expresses investment performance, not of investment expenses, adjusted for changing amounts actually invested.

The plan categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 are significant unobservable inputs.

City of Palm Coast, Florida  
Notes to Financial Statements – Continued  
September 30, 2017

Note 11 – Retirement Plans (Continued)

*Volunteer Firefighters' Pension Plan (Continued)*

Investments (Continued)

The following table summarizes the assets and liabilities of the Plan for which fair values are determined on a recurring bases as of September 30, 2017:

Investment Type	Amount	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Fair Value
Broad Market High Quality Bond	\$ 634,330	-	\$ 634,330	-	634,330
Core Plus Fixed Income	933,313	-	-	933,313	933,313
High Quality Growth	323,225	-	323,225	-	323,225
Diversified Value	319,185	-	319,185	-	319,185
Russell 1000 Enhanced Index	941,393	-	941,393	-	941,393
Diversified Small to Mid Cap	444,435	-	444,435	-	444,435
International Blend	428,273	-	428,273	-	428,273
Total investments by fair value level	\$ 4,024,154	-	\$ 3,090,841	933,313	\$ 4,024,154
Uninvested Cash	16,161				
Total investments at fair value	<u>\$ 4,040,315</u>				

Reserves

During the year ended September 30, 2015, the City established a reserve amount per Ordinance 2015-02, and further revised per Ordinance 2015-10. The reserve was established at 20% of the September 30, 2013 Excess State Monies Reserve of \$1,505,738, plus an allocation of annual earnings (losses), totaling \$301,147. This reserve can be used to supplement the defined benefit funding in the event that fire insurance premium tax contributions are insufficient to pay the actuarially determined current costs and amortized unfunded past service cost, if any, as provided in Chapter 112, Florida Statutes. Subsequent to year end Ordinance 2015-10 was revised per Ordinance 2017-21 to establish the reserve to the Excess State Monies Reserve of \$1,505,738 and any future premium tax revenues in excess of \$200,000, beginning with plan year ending September 30, 2017.

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 11 – Retirement Plans (Continued)**

*Florida Retirement System*

**General Information**

Select City employees participate in the Florida Retirement System (FRS). Former Flagler County and Palm Coast Service District employees hired as transfers during the 2000 and 2001 fiscal years had a one-time option to remain a member of the FRS. As provided by Chapters 121 and 112, Florida Statutes, the FRS provides two cost sharing, multiple employer defined benefit plans administered by the Florida Department of Management Services, Division of Retirement, including the FRS Pension Plan (“Pension Plan”) and the Retiree Health Insurance Subsidy (“HIS Plan”). As a general rule, membership in the FRS is compulsory for all employees working in a regularly established position for a state agency, county government, district school board, state university, community college, or a participating city or special district within the State of Florida. The FRS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefits are established by Chapter 121, Florida Statutes, and Chapter 60S, Florida Administrative Code. Amendments to the law can be made only by an act of the Florida State Legislature.

The State of Florida annually issues a publicly available financial report that includes financial statements and required supplementary information for the FRS. The latest available report may be obtained by writing to the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, Florida 32315-9000, or from the Web site:  
[www.dms.myflorida.com/workforce\\_operations/retirement/publications](http://www.dms.myflorida.com/workforce_operations/retirement/publications).

**Plan Description**

The Pension Plan is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (“DROP”) for eligible employees.

Benefits under the Pension Plan are computed on the basis of age, average final compensation, and service credit. For Pension Plan members enrolled before July 1, 2011, Regular class members who retire at or after age 62 with at least six years of credited service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 1.6% of their final average compensation based on the five highest years of salary, for each year of credited service. Vested members with less than 30 years of service may retire before age 62 and receive reduced retirement benefits. Special Risk Administrative Support class members who retire at or after age 55 with at least six years of credited service or 25 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 1.6% of their final average compensation based on the five highest years of salary, for each year of credited service.

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 11 – Retirement Plans (Continued)**

***Florida Retirement System (Continued)***

**Plan Benefits**

Special Risk class members (sworn law enforcement officers, firefighters, and correctional officers) who retire at or after age 55 with at least six years of credited service, or with 25 years of service regardless of age, are entitled to a retirement benefit payable monthly for life, equal to 3.0% of their final average compensation based on the five highest years of salary for each year of credited service. Senior Management Service class members who retire at or after age 62 with at least six years of credited service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 2.0% of their final average compensation based on the five highest years of salary for each year of credited service. Elected Officers' class members who retire at or after age 62 with at least six years of credited service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 3.0% (3.33% for judges and justices) of their final average compensation based on the five highest years of salary for each year of credited service.

For Plan members enrolled on or after July 1, 2011, the vesting requirement is extended to eight years of credited service for all these members and increasing normal retirement to age 65 or 33 years of service regardless of age for Regular, Senior Management Service, and Elected Officers' class members, and to age 60 or 30 years of service regardless of age for Special Risk and Special Risk Administrative Support class members. Also, the final average compensation for all these members will be based on the eight highest years of salary.

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the Pension Plan before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is three percent per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of three percent determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by three percent. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

In addition to the above benefits, the DROP program allows eligible members to defer receipt of monthly retirement benefit payments while continuing employment with a FRS employer for a period not to exceed 60 months after electing to participate. Deferred monthly benefits are held in the FRS Trust Fund and accrue interest. There are no required contributions by DROP participants.

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 11 – Retirement Plans (Continued)**

***Florida Retirement System (Continued)***

**Contributions**

Effective July 1, 2011, all enrolled members of the FRS, other than DROP participants, are required to contribute three percent of their salary to the FRS. In addition to member contributions, governmental employers are required to make contributions to the FRS based on state-wide contribution rates established by the Florida Legislature. These rates are updated as of July 1 of each year. The employer contribution rates by job class for the periods from October 1, 2016 through June 30, 2017 and from July 1, 2017 through September 30, 2017, respectively, were as follows: Regular—7.52% and 7.92%; Special Risk Administrative Support—34.63% and 32.95%; Special Risk—23.27% and 22.07%; Senior Management Service—22.71% and 21.43%; Elected Officers'—42.27% and 42.47%; and DROP participants—13.26% and 12.88%. These employer contribution rates include 1.66% HIS Plan subsidy for the periods October 1, 2016 through June 30, 2017 and from July 1, 2017 through September 30, 2017.

The City's contributions, including employee contributions, to the Pension Plan totaled \$336,187 for the fiscal year ended September 30, 2017.

**Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions**

At September 30, 2017, the City reported a liability of \$2,911,962 for its proportionate share of the Pension Plan's net pension liability. The net pension liability was measured as of June 30, 2017, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2017.

The City's proportionate share of the net pension liability was based on the City's 2016-17 fiscal year contributions relative to the 2015-16 fiscal year contributions of all participating members. At June 30, 2017, the City's proportionate share was .009844583 percent, which was an decrease of 1.42 percent from its proportionate share measured as of June 30, 2016.

For the fiscal year ended September 30, 2017, the City recognized pension expense of \$185,818. In addition the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 11 – Retirement Plans (Continued)**

**Florida Retirement System (Continued)**

**Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued)**

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 267,248	\$ 16,131
Change of assumptions	978,625	-
Changes in proportion and differences between City Pension Plan contributions and proportionate share contributions	113,621	170,687
City Pension Plan contributions subsequent to measurement date	76,703	-
Net difference between Projected and Actual Earnings on Pension Plan Investments	-	72,166
Total	\$ 1,436,197	\$ 258,984

The deferred outflows of resources related to the Pension Plan, totaling \$76,703 resulting from City contributions to the plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2017. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the Pension Plan will be recognized in pension expense as follows:

Year ended September 30:		
2018	\$	111,040
2019		361,542
2020		278,495
2021		77,204
2022		200,936
Thereafter		71,294

**Actuarial Assumptions**

The total pension liability in the June 30, 2017 actuarial valuation was determined using the following actuarial assumption, applied to all periods included in the measurement:

Inflation	2.6 percent
Salary Increase	3.25%, average, including inflation
Investment Rate of Return	7.10 percent, net of pension plan expense, including inflation

Mortality rates were based on the Generational RP-2000 with Projection Scale BB tables.

The actuarial assumptions used in the July 1, 2017, valuation were based on the results of an actuarial experience study for the period July 1, 2008 through June 30, 2013.

City of Palm Coast, Florida  
Notes to Financial Statements – Continued  
September 30, 2017

Note 11 – Retirement Plans (Continued)

*Florida Retirement System (Continued)*

**Actuarial Assumptions (Continued)**

The long-term expected rate of return on Pension Plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation (1)	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	3.0%	3.0%	1.8%
Fixed Income	18.0%	4.5%	4.4%	4.2%
Global Equity	53.0%	7.8%	6.6%	17.0%
Private Equity	6.0%	11.5%	7.8%	30.0%
Strategic Investments	12.0%	6.1%	5.6%	9.7%
Real Estate (property)	10.0%	6.6%	5.9%	12.8%
Total	<u>100%</u>			
Assumed Inflation - Mean			2.60%	1.9%

(1) As outlined in the Plan's investment policy

**Discount Rate**

The discount rate used to measure the total pension liability was 7.10%. The Pension Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculation the total pension liability is equal to the long-term expected rate of return.

**Sensitivity of the Net Pension Liability to Changes in the Discount Rate**

The following represents the City's proportionate share of the net pension liability calculated using the discount rate of 7.10%, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (6.10%) or one percentage point higher (8.10%) than the current rate:

	1% Decrease (6.10%)	Current Discount Rate (7.10%)	1% Increase (8.10%)
City's net pension liability	\$ 5,270,475	\$ 2,911,962	\$ 953,855

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 11 – Retirement Plans (Continued)**

***Florida Retirement System (Continued)***

**Pension Plan Fiduciary Net Position**

Detailed information regarding the Pension Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

***Health Insurance Subsidy Plan (HIS)***

**Plan Description**

The HIS Plan is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

**Plan Benefits**

For the fiscal year ended September 30, 2017, eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month. To be eligible to receive these benefits, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

**Contributions**

The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2017, the HIS contribution for the period October 1, 2016 through June 30, 2017 and from July 1, 2017 through September 30, 2017 was 1.66%. The City contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled.

The City's contributions to the HIS Plan totaled \$23,339 for the fiscal year ended September 30, 2017.

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 11 – Retirement Plans (Continued)**

***HIS Plan (Continued)***

**Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions**

At September 30, 2017, the City reported a liability of \$465,900 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2017, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2017. The City's proportionate share of the net pension liability was based on the City's 2016-17 fiscal year contributions relative to the 2015-16 fiscal year contributions of all participating members. At June 30, 2017, the City's proportionate share was .004357276 percent, which was an increase of .54 percent from its proportionate share measured as of June 30, 2016.

For the fiscal year ended September 30, 2017, the City recognized pension expense of \$23,060. In addition the City reported deferred outflows of resources and deferred in flows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ -	\$ 970
Change of assumptions	65,490	40,287
Changes in proportion and differences between City Pension Plan contributions and proportionate share contributions	7,630	2,435
City Pension Plan contributions subsequent to measurement date	6,606	-
Net difference between Projected and Actual Earnings on Pension Plan Investments	258	-
Total	\$ 79,984	\$ 43,692

The deferred outflows of resources related to the Pension Plan, totaling \$6,606 resulting from City contributions to the plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2017. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the Pension Plan will be recognized in pension expense as follows:

Year ended September 30:		
2018	\$	9,090
2019		9,041
2020		9,018
2021		6,263
2022		2,697
Thereafter		(6,424)

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 11 – Retirement Plans (Continued)**

***HIS Plan (Continued)***

**Actuarial Assumptions**

The total pension liability in the July 1, 2016 actuarial valuation was determined using the following actuarial assumption, applied to all periods included in the measurement:

Inflation	2.6 percent
Salary Increase	3.25%, average, including inflation
Municipal Bond Rate	3.58 percent

Mortality rates were based on the Generational RP-2000 with Projection Scale BB tables.

The actuarial assumptions used in the July 1, 2017, valuation were based on the results of an actuarial experience study for the period July 1, 2008 through June 30, 2013.

**Discount Rate**

The discount rate used to measure the total pension liability was 3.58%. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

**Sensitivity of the Net Pension Liability to Changes in the Discount Rate**

The following represents the City's proportionate share of the net pension liability calculated using the discount rate of 3.58%, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (2.58%) or one percentage point higher (4.58%) than the current rate:

	1% Decrease (2.58%)	Current Discount Rate (3.58%)	1% Increase (4.58%)
City's net pension liability	\$ 531,654	\$ 465,900	\$ 411,131

**Pension Plan Fiduciary Net Position**

Detailed information regarding the HIS Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 11 – Retirement Plans (Continued)**

***HIS Plan (Continued)***

***Summarized Pension Amounts for Financial Statement Presentation***

Amounts reported on the Government-wide Statement of Net Position related to the preceding defined benefit pension note disclosures are summarized as follows:

	Net Pension Asset	Deferred Outflows related to Pensions	Deferred Inflows related to Pensions	Net Pension Liability
Volunteer Firefighter's Pension Plan	\$ 1,156,562	\$ 130,479	\$ 120,325	-
Florida Retirement System (FRS)	-	1,364,031	186,818	2,911,962
FRS HIS Plan	-	79,984	43,692	465,900
<b>Totals</b>	<b>\$ 1,156,562</b>	<b>\$ 1,574,494</b>	<b>\$ 350,835</b>	<b>\$ 3,377,862</b>

Pension expenditures reported for the fiscal year were \$185,819 and \$13,548 for the Florida Retirement System and the Florida Retirement System HIS plan, respectively. The Volunteer Firefighter's Pension Plan reported revenue of \$85,752.

**Note 12 – Other Post Employment Benefits (OPEB)**

***Plan Description and Summary of Benefits***

The City provides retirees with the option to purchase health insurance from the City's single employer, experience rated health insurance plan (Plan) that provides medical benefits to active and eligible retirees at the City's group rate as mandated by Florida Statute 112.0801. This requirement creates an implicit rate subsidy benefit for the retirees' participation. Retirees are required to pay the full amount of the health insurance premium during their eligibility period. As of the valuation dated October 1, 2015, the Plan had approximately 377 active participants and 2 retirees receiving benefits. The plan does not issue a separate publicly available financial report.

***Transition Year***

GASB Statement No. 45 was implemented prospectively resulting in a zero net OPEB obligation at transition. There was neither an OPEB asset nor liability at transition.

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 12 – Other Post Employment Benefits (OPEB)(Continued)**

***Funding Policy***

The City has followed the pay-as-you-go funding policy, contributing only those amounts necessary to provide for its portion of current year benefit costs and expenses plus any addition to the reserve for accrued costs incurred but not yet reported, as determined as part of the insurance contract. The contribution requirements of Plan members are established annually by the City. The City pays any remaining required amounts after contributions of plan members are taken into account. Currently, retired members pay the full premium associated with the coverage elected; no direct City subsidy is applicable; however there is an implicit cost outlined below. Spouses and other dependents are also eligible for coverage, and the member is responsible for payment of the applicable premiums.

State of Florida law prohibits the City from separately rating retirees and active employees. The City therefore assigns both groups equal, blended-rate premiums. Although both groups are assigned the same blended rate premiums, GAAP requires actuarial liabilities to be calculated using age-adjusted premiums approximating claim costs for retirees separate from active members. The use of age-adjusted premiums results in the full expected retiree obligation recognized in this disclosure.

***Annual OPEB Cost and Net OPEB Obligation***

The City's annual other postemployment benefit cost (expense) is calculated based on the annual required contribution of the employer (ARC). The City has elected to calculate the ARC and related information using the Entry Age Normal actuarial cost method. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal costs each year and to amortize any unfunded actuarial liability (or funding excess) over a closed period of 30 years using the level percentage of payroll method. Annual requirements include a 4% discount rate, compounded annually, and based on assumptions that the plan will be unfunded. The annual health care cost trend rate was assumed to decline gradually over the next several years from 7.25% in 2017, to the ultimate rate of 4.5% in 2021. The economic rates are based on an assumed inflation rate of 2.5% per annum.

The actuarial accrued liability (AAL) was determined as of September 30, 2017, based on the above assumptions and cost method, and applied to member data current at October 1, 2015. Liabilities were developed based on age adjusted costs for retirees currently receiving plan benefits as of October 1, 2015, with an AAL calculated to be \$478,359, which is unfunded (or 0% funded). The annual covered payroll is \$17.82 million, resulting in an unfunded AAL of 5.8%. The actuarial calculations reflect a long-term perspective using methods and assumptions that are designed to reduce short-term volatility in AAL and actuarial value of assets. The Plan provisions affecting the valuation were those in effect on October 1, 2015.

OPEB GASB No. 45 results are not based on the assumption that all members terminate services as of the valuation date, but rather on assumptions of future mortality, retirement, and termination. The calculations are based on the OPEB benefits provided under the terms of the substantive plan in effect at the time of each valuation and on the pattern of the sharing of costs between the City and plan members to that point. Actuarial valuations for the plan involve estimates of the value of reported amounts and assumptions about the probability of events far into the future. Actuarially determined amounts are subject to continual revision as results are compared to past expectations and new estimates are made about the future.

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 12 – Other Post Employment Benefits (OPEB)(Continued)**

Plan Obligation:	
Annual Required Contribution (ARC)	\$ 147,592
Interest on Plan Obligation	41,159
Adjustment to ARC	<u>(43,690)</u>
Annual Plan OPEB Cost	145,061
Contributions Made	<u>(9,791)</u>
Change in OPEB Obligation	135,270
Net OPEB Obligation Beginning of year	<u>1,028,982</u>
Net OPEB Obligation End of year	<u><u>\$ 1,164,252</u></u>

As of September 30, 2017, the City accrued \$678,886 in the Government-Wide Statement of Net Position, with \$485,366 in the Proprietary Funds Statement of Net Position.

The City's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for fiscal year 2017 and the two preceding years were as follows:

Fiscal Year ended September 30,	Annual OPEB Cost	Actual Employer Contribution	Percentage Contributed	Net ending OPEB Obligation (Asset)
2017	\$ 145,061	\$ 9,791	6.60%	\$ 1,164,252
2016	\$ 136,310	\$ 9,024	6.60%	\$ 1,028,982
2015	\$ 166,254	\$ 17,352	10.40%	\$ 901,696

The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multi-year trend information about whether the actuarial value of plan assets are increasing or decreasing over time relative to the actuarial accrued liability for benefits.

**Note 13 – Prepaid Water and Sewer Impact Fees**

The original developers of the City of Palm Coast collected impact fees to establish utility infrastructure. These amounts are considered a prepayment of current impact fees and are subtracted from the total impact fees due when a building lot is developed. As of September 30, 2017, the amount of prepaid impact fees is estimated to be \$19,845,098.

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 14 – Risk Management**

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the City carries commercial insurance. There has been no significant reduction in insurance coverage from the previous year. There have been no settlements in excess of insurance coverage in any of the prior three fiscal years.

The City is also a defendant in several lawsuits arising in the normal course of business. In the aggregate, these claims seek monetary damages in significant amounts. To the extent the outcome of such litigation has been determined to result in probable loss to the City; such loss has been accrued in the accompanying financial statements. No such losses have been accrued for as of September 30, 2017. No litigation where loss to the City is reasonably possible and estimable exists as of September 30, 2017. However, the remote possibility exists of losses as it relates to a class action lawsuit related to the legality of red light cameras fines charged prior to July 1, 2010. The outcome of these and remaining claims cannot be determined at this time.

***Self Insurance Program***

The City is also exposed to risks for losses related to health and other medical benefits it provides to its employees. A self insurance program was created July 1, 2010 to handle these risks. The Self Insured Health Fund (internal service fund) was established to account for medical insurance claims of City employees and their covered dependents. Under this program, the fund provides the employee with an unlimited lifetime maximum benefit. Retention limits of \$150,000 for specific claims have been set. Commercial insurance for specific loss claims in excess of the coverage provided by the fund is supplied by Florida Blue at a monthly rate of up to \$85 per participating employee, and \$7 in the aggregate. The City has contracted with various agencies to perform certain administrative functions, such as monitoring, reviewing, and paying claims. Settled claims have not exceeded the excess insurance limits.

All funds of the City that carry employees participate in the program and make payments to the Self Insured Health Fund based on actuarial estimates of the amounts needed to pay prior and current year claims, claims reserves, and administrative costs.

A liability for claims is reported if it is probable that a liability has occurred and the amount is estimable. As a result, a liability of \$374,022 is reported in the fund at September 30, 2017.

Changes in the fund's claims liability amount for fiscal years 2016 and 2017 were:

<u>Changes in Claims Liability</u>	<u>2016</u>	<u>2017</u>
Beginning fiscal year liability	\$ 142,240	\$ 206,624
Current year claims and changes in estimates	2,445,531	2,563,816
Claim payments	(2,381,147)	(2,396,418)
Balance at fiscal year end	<u>\$ 206,624</u>	<u>\$ 374,022</u>

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 15 - Old Kings Road Special Assessment**

During the fiscal year ended September 30, 2013, property owners within the Old King's Road Special Assessment District agreed to a repayment schedule for an interfund loan used to realign and widen a portion of Old King's Road. The interfund loan will be repaid from amounts levied against property owners within the district starting in fiscal year 2014. Those amounts, including interest, are 100 percent pledged to pay the scheduled principal and interest payments on the special assessment interfund loan. In the event that a deficiency exists because of unpaid or delinquent special assessments, the City can only utilize foreclosure proceeds to satisfy the special assessment. No other government resources can be used to cover any deficiencies. The interfund loan has an interest rate of 5%, with a 30 year amortization. The first three years of the agreement call for interest only, with the principal amortized over the remaining 27 years. The principal and any interest accrued can be paid in full at any time. The balance on the interfund loan was \$4,700,616 as of September 30, 2017.

In addition to the special assessment revenue, any transportation impact fees generated from this district are transferred to this fund to accumulate towards the next phase of the road widening project.

**Note 16 – Community Redevelopment Area (CRA)**

The City has established the SR100 Community Redevelopment special revenue fund to account for revenues and expenditures related to the SR100 community redevelopment area. The financial results of the CRA are presented as a blended component unit through use of a special revenue fund.

For the fiscal year ended September 30, 2017, the fund received \$1,119,196 in property tax revenue, a \$594,922 transfer from the general fund, and \$5,659 in miscellaneous income. The transfer included the City portion of the tax increment. Expenditures for the fiscal year were \$112,630 in administrative costs, \$10,535 in culture and recreation costs, and \$944,357 for debt service. There was also a transfer out for the CRA portion of the construction of a community building project in the amount of \$575,000 and proceeds from sale of fixed assets in the amount of \$8,000.

**Note 17 – Construction Commitments**

The City has an active construction project as of September 30, 2017 for a new wastewater treatment plant. The commitments with the contractors as of year end are as follows:

	<b>Spent-to-Date</b>	<b>Remaining Commitment</b>
Wastewater Treatment Plant #2	\$ 24,320,717	\$ 5,779,283

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 18 – Fund Balance Policy**

The City has enacted a policy establishing minimum levels of unassigned fund balance and unrestricted net position. The details of this policy are outlined below.

***General Fund***

Adjusted unassigned fund balance (includes nonspendable advances to other funds less next fiscal year appropriations, if any), at year end, will be between ten percent and twenty percent of the following year's budgeted expenditures. Adjusted unassigned fund balance over twenty percent may be transferred to the Disaster Reserve to meet funding goals, or to the Capital Projects Fund, if necessary. If the adjusted unassigned fund balance is below ten percent at year end, a plan must be developed using increased revenues or a reduction in expenditures to return the adjusted unassigned fund balance to ten percent or greater within three years. If economic conditions cause a temporary loss of revenue, the adjusted unassigned fund balance may be used to help alleviate the effects of the loss of revenue. If the adjusted unassigned fund balance exceeds ten percent of the following year's budgeted General Fund expenditures, up to fifty percent of the amount over the ten percent minimum may be used to offset the shortfall. At no time should the adjusted unassigned fund balance be used to offset a structural deficit since these types of deficiencies are considered to be permanent.

***Utility Fund***

Unrestricted net position, at year end, will be between ten percent and twenty percent of the following year's budgeted expenses. Unrestricted net position over twenty percent may be assigned to a rate stabilization fund or transferred to the Utility Capital Projects Fund for utility system renewal and replacement. If the unrestricted net position is below ten percent at year end, a plan must be developed using increased revenues or a reduction in expenses to return the unrestricted net position to ten percent or greater within three years.

***Stormwater Management Fund***

Unrestricted net position, at year end, will be between ten percent and twenty percent of the following year's budgeted expenses excluding capital expenditures. Unrestricted net position over twenty percent may be assigned for future system capital projects. If the unrestricted net position balance is below ten percent at year end, a plan must be developed using increased revenues or a reduction in expenses to return the unrestricted net position to ten percent or greater within three years.

***Solid Waste Fund***

Unrestricted net position, at year end, will be between ten percent and twenty percent of the following year's budgeted operating expenses. Unrestricted net position over twenty percent may be assigned to a rate stabilization fund. If the unrestricted net position is below ten percent at year end, a plan must be developed using increased revenues or a reduction in expenses to return the unrestricted net position to ten percent or greater within three years.

**City of Palm Coast, Florida**  
**Notes to Financial Statements – Continued**  
**September 30, 2017**

**Note 18 – Fund Balance Policy (Continued)**

***Disaster Reserve***

The Disaster Reserve is committed fund balance within the General Fund. This balance at year end will be at least two one hundredths percent (0.02%) of the just value of all property in the City on July 1 of that year. If this balance is below the minimum amount at year end, an additional amount should be committed from the General Fund unassigned fund balance in an amount sufficient to increase the Disaster Reserve above the minimum amount, within two years. The Disaster Reserve can be used to address specific and non-routine, unanticipated expenditures arising out of a hurricane, tornado, other major weather related events, and/or other massive infrastructure failures or other disasters, whether man-made or caused by nature, using emergency procedures as provided for in the City's Purchasing Policy.

***Self Insured Health Fund***

The Self Insured Health Fund unrestricted net position, at year end, will be a minimum of three months claims in order to be considered actuarially sound by the Florida Office of Insurance Regulation. Amounts in excess of this floor can be used to hedge against future cost increases. If the unrestricted net position is below this floor, a plan must be developed using increased premiums and/or a reductions in benefits to return unrestricted net position to the minimum level within three years.

***Fleet Fund***

The Fleet Fund unrestricted net position, at year end, will be a minimum of the total expected Fleet replacement cost divided by the average life of the Fleet. Amounts in excess of this floor can be used to hedge against future cost increases and Fleet expansion. If the unrestricted net position is below this floor, a plan must be developed using increased internal lease charges to return unrestricted net position to the minimum level within three years.

***Other Funds***

All other funds, including Special Revenue Funds, Capital Project Funds, and certain Nonmajor Enterprise Funds do not have a fund balance requirement. Fund balances in these funds are dictated by revenue sources and a schedule of capital projects.



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## **REQUIRED SUPPLEMENTARY INFORMATION**

**City of Palm Coast, Florida**  
**Required Supplementary Information**  
**Schedule of Changes in Net Pension Asset and Related Ratios**  
**Volunteer Firefighter's Pension Plan**  
**Last Five Fiscal Years**

	\$	9/30/2017	9/30/2016	9/30/2015	9/30/2014	9/30/2013
Total pension liability						
Service cost		132,449 \$	97,464 \$	104,091 \$	113,712 \$	105,631
Interest		170,580	169,505	94,316	103,447	95,623
Change in excess State money		-	-	-	237,659	-
Share plan allocation		32,597	129,180	180,335	-	-
Differences between expected and actual experience		23,865	(57,517)	(65,491)	-	-
Changes of assumptions		-	185,644	-	-	-
Benefit payments, including refunds of employee contributions		(162,594)	(513,703)	(543,000)	(110,810)	(103,288)
Net change in total pension liability		196,897	10,573	(229,749)	344,008	97,966
Total pension liability - beginning		2,686,856	2,676,283	2,906,032	2,562,024	2,464,058
Total pension liability - ending (a)	\$	2,883,753 \$	2,686,856 \$	2,676,283 \$	2,906,032 \$	2,562,024
Plan fiduciary net position						
Contributions - State	\$	232,597 \$	273,487 \$	324,642 \$	381,967 \$	364,571
Net investment income		458,612	262,259	(6,801)	270,512	324,552
Benefit payments, including refunds of employee contributions		(162,594)	(513,703)	(543,000)	(110,810)	(103,288)
Administrative expenses		(25,393)	(29,092)	(41,443)	(60,987)	(25,630)
Net change in fiduciary net position		503,222	(7,049)	(266,602)	480,682	560,205
Plan fiduciary net position - beginning		3,537,093	3,544,142	3,810,744	3,330,062	2,769,857
Plan fiduciary net position - ending (b)	\$	4,040,315 \$	3,537,093 \$	3,544,142 \$	3,810,744 \$	3,330,062
Net pension liability (asset) - ending (a) - (b)	\$	(1,156,562) \$	(850,237) \$	(867,859) \$	(904,712) \$	(768,038)
Plan fiduciary net position as a percentage of total Pension liability		140.11%	131.64%	132.43%	131.13%	129.98%

**NOTES TO SCHEDULE:**

Plan participants are volunteers, and there is no related payroll.

Information relating to this schedule is not available for prior years. Additional years' information will be displayed as it becomes available.

Ordinance 2015-10, adopted August 4, 2015, and effective March 3, 2015, amended the Reserve Amount utilized for the initial Share Plan allocation. A letter of no actuarial impact was submitted for this amendment.

**Changes of assumptions:**

For measurement date 09/30/2016, amounts reported as changes of assumptions resulted from the following changes:

- As a result of Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to the assumptions used by the Florida Retirement System for special risk employees.
- The investment rate of return was lowered from 7.65% to 7.00% per year, compounded annually, net of investment-related expenses.

**City of Palm Coast, Florida  
Required Supplementary Information  
Schedule of City Contributions  
Volunteer Fire Fighter's Pension Plan  
Last Five Fiscal Years**

	2017	2016	2015	2014	2013
Actuarially Determined Contribution	\$ 109,250	\$ 117,326	\$ 127,816	\$ 130,671	\$ 120,718
Contributions in Relation to the Actuarially Determined Contribution	200,000	144,307	127,816	130,671	120,718
Contribution Deficiency (Excess)	\$ (90,750)	\$ (26,981)	-	-	-

**Notes to Schedule:**

Plan participants are volunteers, and there is no related payroll.

Information relating to this schedule is not available for prior years. Additional years' information will be displayed as it becomes available.

**Valuation Date:** 10/01/2015

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

**Methods and assumptions used to determine contribution rates:**

Actuarial Cost Method:	Entry Age Normal Actuarial Cost Method. An interest load of 1.5 years (at the current valuation assumption of 7.65%) has been applied for the determination of Sponsor funding requirement.
Amortization Method:	Level Dollar
Remaining Amortization Period:	30 years (as of 10/1/2015)
Asset Valuation Method:	Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value return. It is possible that over time this technique will produce insignificant bias above or below Market Value.
Inflation:	3.0%
Interest Rate:	7.65% per year, compounded annually, net of investment related expenses.
Normal Retirement:	The earlier of attainment of age 55 with 10 years of credited service, age 52 with 25 years of credited service, or age 62 with 5 years of credited service. Also, any members who have reached Normal Retirement age are assumed to continue employment for one additional year.
Early Retirement:	Commencing with the attainment of Early Retirement Status (Age 50 with 10 years of service), members are assumed to retire with an immediate subsidized benefit at the rate of 5.00% per year.
Mortality Rates:	RP-2000 Table with no projection. Disabled lives set forward 5 years.

**City of Palm Coast, Florida  
 Required Supplementary Information  
 Schedule of Investment Returns  
 Volunteer Fire Fighter's Pension Plan  
 Last Five Fiscal Years**

	2017	2016	2015	2014	2013
Annual money-weighted rate of return, net of investment expense	13.21%	8.02%	-0.18%	8.26%	11.24%

**Notes to Schedule:**

Information relating to this schedule is not available for prior years. Additional years' information will be displayed as it becomes available.

**City of Palm Coast, Florida  
Required Supplementary Information  
Schedule of the City's Proportionate Share of Net Pension Liability  
Florida Retirement System  
Last Four Fiscal Years**

	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
City's proportion of the net pension liability (asset)	0.0098446	0.0099867	0.008813455%	0.009156791%
City's proportionate share of the net pension liability (asset)	\$ 2,911,962 \$	2,521,655 \$	1,138,376 \$	558,699
City's covered-employee payroll	\$ 1,388,870 \$	1,352,403 \$	1,310,373 \$	1,290,250
City's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll	209.66%	186.46%	86.87%	43.30%
Plan fiduciary net position as a percentage of the total pension liability	83.89%	84.88%	92.00%	96.09%

**Notes to Schedule:**

The amounts presented for each fiscal year were determined as of 6/30.

Information in this schedule is intended to display the last ten years, however, information is not available for prior years. Additional years' information will be displayed as it becomes available.

**City of Palm Coast, Florida  
Required Supplementary Information  
Schedule of City's Contributions  
Florida Retirement System  
Last Four Fiscal Years**

	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Contractually required contribution	\$ 336,187	\$ 306,073	\$ 272,830	\$ 257,211
Contributions in relation to the contractually required contribution	(336,187)	(306,073)	(272,830)	(257,211)
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>
City's covered-employee payroll	\$ 1,405,980	\$ 1,408,009	\$ 1,336,518	\$ 1,301,010
Contributions as a percentage of covered-employee payroll	23.91%	21.74%	20.41%	19.77%

**Notes to Schedule:**

The amounts presented for each fiscal year were determined as of 9/30.

Information in this schedule is intended to display the last ten years, however, information is not available for prior years. Additional years' information will be displayed as it becomes available.

**City of Palm Coast, Florida**  
**Required Supplementary Information**  
**Schedule of the City's Proportionate Share of Net Pension Liability**  
**Health Insurance Subsidy Program (HIS)**  
**Last Four Fiscal Years**

	2017	2016	2015	2014
City's proportion of the net pension liability (asset)	0.004357276	0.004380861%	0.004319202%	0.004327487%
City's proportionate share of the net pension liability (asset)	\$ 465,900	\$ 510,571	\$ 440,491	\$ 404,631
City's covered-employee payroll	\$ 1,388,870	\$ 1,352,403	\$ 1,310,373	\$ 1,290,250
City's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll	33.55%	37.75%	33.62%	31.36%
Plan fiduciary net position as a percentage of the total pension liability	1.64%	0.97%	0.50%	0.99%

**Notes to Schedule:**

The amounts presented for each fiscal year were determined as of 6/30.

Information in this schedule is intended to display the last ten years, however, information is not available for prior years. Additional years' information will be displayed as it becomes available.

**City of Palm Coast, Florida**  
**Required Supplementary Information**  
**Schedule of City's Contributions**  
**Health Insurance Subsidy (HIS)**  
**Last Four Fiscal Years**

	2017	2016	2015	2014
Contractually required contribution	\$ 23,339	\$ 23,373	\$ 18,141	\$ 15,792
Contributions in relation to the contractually required contribution	(23,339)	(23,373)	(18,141)	(15,792)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	-
Covered-employee payroll	\$ 1,405,980	\$ 1,408,009	\$ 1,336,518	\$ 1,301,010
Contributions as a percentage of covered-employee payroll	1.66%	1.66%	1.36%	1.21%

**Notes to Schedule:**

The amounts presented for each fiscal year were determined as of 9/30.

Information in this schedule is intended to display the last ten years, however, information is not available for prior years. Additional years' information will be displayed as it becomes available.

**City of Palm Coast, Florida**  
**Required Supplementary Information**  
**Post Employment Benefits Other Than Pension (OPEB)**  
**September 30, 2017**

**Schedule of Funding Progress**

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a)/c)
10/1/2015	\$ -	\$ 478,359	\$ 478,359	0%	\$ 17,824,363	2.70%
10/1/2014	-	992,548	992,548	0%	16,149,589	6.10%
10/1/2012	-	1,027,559	1,027,559	0%	15,163,229	0.07
3/1/2011	-	724,000	724,000	0%	14,792,000	4.90%
3/1/2008	-	319,000	319,000	0%	14,671,000	2.20%

The actuarial valuation dated March 2008 was the first OPEB valuation completed. The next valuation will be dated October 2017.

**Schedule of Employer Contributions**

Year Ended September 30,	Annual Required Contributions	Actual Contributions	Percentage Contributed	Contribution as a Percentage of Payroll
2017	\$ 147,592	\$ 9,747	6.60	0.80%
2016	137,054	9,024	6.58	0.80%
2015	166,874	17,352	10.40	1.10%
2014	208,138	34,723	16.68	-
2013	194,157	32,003	16.48	2.10%
2012	145,000	31,000	21.38	2.10%
2011	137,000	25,000	18.25	1.70%
2010	105,000	9,000	8.57	0.10%
2009	98,000	-	-	0.00%

City of Palm Coast, Florida  
Required Supplementary Information  
General Fund  
Schedule of Revenues, Expenditures, and Changes in Fund Balance  
Budget and Actual  
For the Year Ended September 30, 2017

	Original Budgeted Amount	Final Budgeted Amount	Actual Amount	Variance with Final Budget - Positive (Negative)
<b>REVENUES</b>				
Taxes	\$ 21,143,725	\$ 20,947,259	\$ 20,906,301	\$ (40,958)
Licenses and permits	235,500	215,500	196,332	(19,168)
Intergovernmental revenue	3,996,531	8,381,551	8,245,263	(136,288)
Charges for services	5,461,241	5,423,520	5,417,506	(6,014)
Fines and forfeitures	366,000	401,000	449,314	48,314
Investment earnings	25,000	77,400	66,883	(10,517)
Miscellaneous	55,000	55,508	43,169	(12,339)
Total revenues	<u>31,282,997</u>	<u>35,501,738</u>	<u>35,324,768</u>	<u>(176,970)</u>
<b>EXPENDITURES</b>				
Current:				
General government:				
Mayor and council	107,730	107,614	104,646	2,968
City administration	2,165,527	2,100,017	1,993,165	106,852
City attorney	453,284	453,284	447,116	6,168
Financial services	928,183	923,643	859,711	63,932
Community development	5,474,020	5,478,119	5,296,854	181,265
Nondepartmental	510,681	470,301	461,291	9,010
Total general government	<u>9,639,425</u>	<u>9,532,978</u>	<u>9,162,783</u>	<u>370,195</u>
Public safety:				
Fire	7,933,112	8,403,235	8,187,314	215,921
Law enforcement	2,720,287	2,702,137	2,702,136	1
Total public safety	<u>10,653,399</u>	<u>11,105,372</u>	<u>10,889,450</u>	<u>215,922</u>
Transportation and physical environment:				
Streets and drainage	8,301,635	10,416,346	9,712,461	703,885
Total transportation and physical environment	<u>8,301,635</u>	<u>10,416,346</u>	<u>9,712,461</u>	<u>703,885</u>
Culture and recreation	5,163,446	5,149,818	4,832,870	316,948
Total expenditures	<u>33,757,905</u>	<u>36,204,514</u>	<u>34,597,564</u>	<u>1,606,950</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(2,474,908)</u>	<u>(702,776)</u>	<u>727,204</u>	<u>1,429,980</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	840,150	840,150	840,150	-
Transfers out	(645,922)	(664,298)	(664,298)	-
Total other financing sources (uses)	<u>194,228</u>	<u>175,852</u>	<u>175,852</u>	<u>-</u>
Net change in fund balance*	<u>(2,280,680)</u>	<u>(526,924)</u>	<u>903,056</u>	<u>1,429,980</u>
Fund balance - beginning	<u>8,721,573</u>	<u>8,721,573</u>	<u>8,910,055</u>	<u>188,482</u>
Fund balance - ending	<u>\$ 6,440,893</u>	<u>\$ 8,194,649</u>	<u>\$ 9,813,111</u>	<u>\$ 1,618,462</u>

\*The net change in fund balance was included in the budget as an appropriation (i.e. spenddown) of fund balance

City of Palm Coast, Florida  
Required Supplementary Information  
Streets Improvement Fund  
Schedule of Revenues, Expenditures, and Changes in Fund Balance  
Budget and Actual  
For the Year Ended September 30, 2017

	Original Budgeted Amount	Final Budgeted Amount	Actual Amount	Variance with Final Budget - Positive (Negative)
<b>REVENUES</b>				
Taxes	\$ 1,845,000	\$ 1,845,000	\$ 1,930,754	\$ 85,754
Intergovernmental revenue	2,337,540	1,137,540	916,981	(220,559)
Fines and forfeitures	120,000	160,000	160,801	801
Investment earnings	-	15,000	13,667	(1,333)
Total revenues	<u>4,302,540</u>	<u>3,157,540</u>	<u>3,022,203</u>	<u>(135,337)</u>
<b>EXPENDITURES</b>				
Current:				
Transportation and physical environment	2,028,000	1,995,000	534,518	1,460,482
Capital outlay:				
Transportation and physical environment	<u>4,825,000</u>	<u>3,277,285</u>	<u>2,446,414</u>	<u>830,871</u>
Total expenditures	<u>6,853,000</u>	<u>5,272,285</u>	<u>2,980,932</u>	<u>2,291,353</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(2,550,460)</u>	<u>(2,114,745)</u>	<u>41,271</u>	<u>2,156,016</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	<u>700,000</u>	<u>700,000</u>	<u>700,000</u>	<u>-</u>
Total other financing sources (uses)	<u>700,000</u>	<u>700,000</u>	<u>700,000</u>	<u>-</u>
Net change in fund balance*	(1,850,460)	(1,414,745)	741,271	2,156,016
Fund balance - beginning	<u>4,529,564</u>	<u>4,529,564</u>	<u>2,819,225</u>	<u>(1,710,339)</u>
Fund balance - ending	<u>\$ 2,679,104</u>	<u>\$ 3,114,819</u>	<u>\$ 3,560,496</u>	<u>\$ 445,677</u>

\*The net change in fund balance was included in the budget as an appropriation (i.e. spenddown) of fund balance.

City of Palm Coast, Florida  
Required Supplementary Information  
SR100 CRA Fund  
Schedule of Revenues, Expenditures, and Changes in Fund Balance  
Budget and Actual  
For the Year Ended September 30, 2017

	Original Budgeted Amount	Final Budgeted Amount	Actual Amount	Variance with Final Budget - Positive (Negative)
<b>REVENUES</b>				
Taxes	\$ 1,140,000	\$ 1,119,196	\$ 1,119,196	\$ -
Investment earnings	-	4,200	5,659	1,459
Total revenues	<u>1,140,000</u>	<u>1,123,396</u>	<u>1,124,855</u>	<u>1,459</u>
<b>EXPENDITURES</b>				
Current:				
Transportation and physical environment	103,939	149,200	112,630	36,570
Culture and recreation	200,000	15,000	10,535	4,465
Debt service:				
Principal	660,000	660,000	660,000	-
Interest and other	319,118	319,118	284,357	34,761
Total expenditures	<u>1,283,057</u>	<u>1,143,318</u>	<u>1,067,522</u>	<u>75,796</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(143,057)</u>	<u>(19,922)</u>	<u>57,333</u>	<u>77,255</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	594,922	594,922	594,922	-
Transfers out	(575,000)	(575,000)	(575,000)	-
Sale of capital assets	-	-	8,000	8,000
Total other financing sources (uses)	<u>19,922</u>	<u>19,922</u>	<u>27,922</u>	<u>8,000</u>
Net change in fund balance*	(123,135)	-	85,255	85,255
Fund balance - beginning	<u>198,843</u>	<u>198,843</u>	<u>165,965</u>	<u>(32,878)</u>
Fund balance - ending	<u>\$ 75,708</u>	<u>\$ 198,843</u>	<u>\$ 251,220</u>	<u>\$ 52,377</u>

\*The net change in fund balance was included in the budget as an appropriation (i.e. spenddown) of fund balance.

**City of Palm Coast, Florida**  
**Notes to Required Supplementary Information**

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund, SR100 CRA special revenue fund, and the transportation impact fee capital projects fund. Encumbrance accounting is employed. Unexpended and unencumbered appropriations lapse at the end of the fiscal year and may be reappropriated in the ensuing year.



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**COMBINING NONMAJOR GOVERNMENTAL AND OTHER  
INDIVIDUAL FUND  
STATEMENTS AND SCHEDULES**



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## CAPITAL PROJECTS FUNDS

Capital projects funds are used to account for the acquisition and construction of major capital facilities other than those financed by proprietary funds and trust funds.

**Capital Projects Fund** – This fund accounts for a portion of property taxes and grant revenues for the construction of public safety, recreational, and transportation related public projects.

**Transportation Impact Fee Fund** - This fund accounts for impact fees collected for the purpose of funding expenditures for the expansion of road capacity.

## NONMAJOR GOVERNMENTAL FUNDS

### SPECIAL REVENUE FUNDS

Special revenue funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes.

**Police Education Fund** -This fund accounts for the costs of educational expenses for police officers. Revenues come from fines and forfeitures.

**Police Automation Fund** -This fund accounts for funds collected and disbursements made for the purpose of acquisition of equipment to upgrade the technology of existing police equipment.

**Neighborhood Stabilization Fund** -This fund accounts for the acquisition and rehabilitation of homes for sale and lease to individuals and families as part of the grant under the Neighborhood Stabilization Program.

**Old Kings Road Special Assessment Fund** -This fund accounts for the collection and disbursement of special assessments for the widening and realignment of Old Kings Road.

**CDBG Fund** -This fund accounts for Community Development Block Grant programs. These include housing rehab programs, and an annual entitlement grant.

## CAPITAL PROJECTS FUNDS

Capital projects funds are used to account for the acquisition and construction of major capital facilities other than those financed by proprietary funds and trust funds.

**Recreation Impact Fee Fund** -This fund accounts for fees collected from new development for the purpose of funding capital costs related to park land acquisition and improvements, and to track the related expenditures.

**Fire Impact Fee Fund** -This fund accounts for fees collected from new development for the purpose of funding capital costs related to expanding fire services, and to track the related expenditures.



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City of Palm Coast, Florida  
 Capital Projects Fund  
 Schedule of Revenues, Expenditures, and Changes in Fund Balance  
 Budget and Actual  
 For the Year Ended September 30, 2017

	Original Budgeted Amount	Final Budgeted Amount	Actual Amount	Variance with Final Budget - Positive (Negative)
<b>REVENUES</b>				
Taxes	\$ 2,941,418	\$ 2,800,000	\$ 2,878,973	\$ 78,973
Intergovernmental revenue	146,000	312,087	370,405	58,318
Investment earnings	-	23,000	22,435	(565)
Miscellaneous	-	-	26,957	26,957
Total revenues	<u>3,087,418</u>	<u>3,135,087</u>	<u>3,298,770</u>	<u>163,683</u>
<b>EXPENDITURES</b>				
Capital outlay:				
General government	311,000	22,000	21,811	189
Transportation and physical environment	1,145,000	505,724	504,534	1,190
Culture and recreation	6,455,000	7,037,350	6,773,757	263,593
Total expenditures	<u>7,911,000</u>	<u>7,565,074</u>	<u>7,300,102</u>	<u>264,972</u>
Excess (deficiency) of revenues over (under) expenditures	(4,823,582)	(4,429,987)	(4,001,332)	428,655
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	1,336,225	838,514	838,514	-
Transfers out	-	(130,000)	(130,000)	-
Total other financing sources (uses)	<u>1,336,225</u>	<u>708,514</u>	<u>708,514</u>	<u>-</u>
Net change in fund balance*	(3,487,357)	(3,721,473)	(3,292,818)	428,655
Fund balance - beginning	<u>4,760,593</u>	<u>4,760,593</u>	<u>5,432,117</u>	<u>671,524</u>
Fund balance - ending	<u>\$ 1,273,236</u>	<u>\$ 1,039,120</u>	<u>\$ 2,139,299</u>	<u>\$ 1,100,179</u>

\*The net change in fund balance was included in the budget as an appropriation (i.e. spenddown) of fund balance.

City of Palm Coast, Florida  
Transportation Impact Fee Fund  
Schedule of Revenues, Expenditures, and Changes in Fund Balance  
Budget and Actual  
For the Year Ended September 30, 2017

	Original Budgeted Amount	Final Budgeted Amount	Actual Amount	Variance with Final Budget - Positive (Negative)
<b>REVENUES</b>				
Impact fees	\$ 1,800,000	\$ 1,947,784	\$ 2,379,630	\$ 431,846
Investment earnings	-	11,600	11,392	(208)
Total revenues	<u>1,800,000</u>	<u>1,959,384</u>	<u>2,391,022</u>	<u>431,638</u>
<b>EXPENDITURES</b>				
Current:				
Transportation and physical environment	190,000	1,283,087	44,987	1,238,100
Capital outlay:				
Transportation and physical environment	750,000	195,000	177,908	17,092
Total expenditures	<u>940,000</u>	<u>1,478,087</u>	<u>222,895</u>	<u>1,255,192</u>
Excess (deficiency) of revenues over (under) expenditures	860,000	481,297	2,168,127	1,686,830
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers out	(860,000)	(823,514)	(839,597)	(16,083)
Total other financing sources (uses)	<u>(860,000)</u>	<u>(823,514)</u>	<u>(839,597)</u>	<u>(16,083)</u>
Net change in fund balance*	-	(342,217)	1,328,530	1,670,747
Fund balance - beginning	<u>(734,109)</u>	<u>(734,109)</u>	<u>1,405,990</u>	<u>2,140,099</u>
Fund balance - ending	<u>\$ (734,109)</u>	<u>\$ (1,076,326)</u>	<u>\$ 2,734,520</u>	<u>\$ 3,810,846</u>

\*The net change in fund balance was included in the budget as an appropriation (i.e. spenddown) of fund balance.

City of Palm Coast, Florida  
 Combining Balance Sheet  
 Nonmajor Governmental Funds  
 September 30, 2017

	Special Revenue Funds				Capital Projects			Total Nonmajor Governmental Funds
	Police Education Fund	Neighborhood Stabilization Fund	OKR Special Assessment Fund	CDBG Fund	Recreation Impact Fee Fund	Fire Impact Fee Fund		
<b>ASSETS</b>								
Equity in pooled cash and investments	\$ 3,108	\$ 41,124	\$ 389,817	\$ 16,733	\$ 662,822	\$ 719,396	\$	1,833,000
Special assessment receivable - net	-	-	4,700,616	-	-	-	-	4,700,616
Due from other governments	-	-	1,280	-	150,000	-	-	151,280
Total assets	\$ 3,108	\$ 41,124	\$ 5,091,713	\$ 16,733	\$ 812,822	\$ 719,396	\$	6,684,896
<b>LIABILITIES</b>								
Accounts payable	-	-	2,755	312	180,045	-	-	183,112
Unearned revenue	-	-	-	16,421	-	-	-	16,421
Advances from other funds	-	-	4,700,616	-	-	-	-	4,700,616
Total liabilities	-	-	4,703,371	16,733	180,045	-	-	4,900,149
<b>DEFERRED INFLOWS OF RESOURCES</b>								
Unavailable revenue - special assessments	-	-	4,608,171	-	-	-	-	4,608,171
Total deferred inflows of resources	-	-	4,608,171	-	-	-	-	4,608,171
<b>FUND BALANCES</b>								
Restricted for								
Public safety	3,108	-	-	-	-	719,396	-	722,504
Parks and recreation	-	-	-	-	632,777	-	-	632,777
Grants	-	41,124	-	-	-	-	-	41,124
Unassigned	-	-	(4,219,829)	-	-	-	-	(4,219,829)
Total fund balances (deficits)	3,108	41,124	(4,219,829)	-	632,777	719,396	-	(2,823,424)
Total liabilities, deferred inflows of resources, and fund balances	\$ 3,108	\$ 41,124	\$ 5,091,713	\$ 16,733	\$ 812,822	\$ 719,396	\$	6,684,896

City of Palm Coast, Florida  
 Combining Statement of Revenues, Expenditures, and Changes in Fund Balances  
 Nonmajor Governmental Funds  
 For the Year Ended September 30, 2017

	Special Revenue Funds					Capital Projects			
	Police Education Fund	Police Automation Fund	Neighborhood Stabilization Fund	OKR Special Assessment Fund	CDBG Fund	Recreation Impact Fee Fund	Fire Impact Fee Fund	Total Nonmajor Governmental Funds	
<b>REVENUES</b>									
Intergovernmental revenue	\$ -	\$ -	24,732	\$ -	445,683	150,000	\$ -	620,415	
Special assessments	-	-	-	333,148	-	-	-	333,148	
Fines and forfeitures	4,734	-	-	-	-	-	-	4,734	
Impact fees	-	-	-	-	-	533,972	198,482	732,454	
Investment earnings	50	-	-	3,170	-	3,841	2,585	9,646	
Total revenues	4,784	-	24,732	336,318	445,683	687,813	201,067	1,700,397	
<b>EXPENDITURES</b>									
Current:									
General government	-	-	15	-	445,683	-	-	445,698	
Transportation and physical environment	-	-	-	18,034	-	-	-	18,034	
Public safety	10,000	-	-	-	-	-	-	10,000	
Capital outlay:									
Culture and recreation	-	-	-	-	-	524,488	-	524,488	
Debt service:									
Interest and other	-	-	-	239,433	-	-	-	239,433	
Total expenditures	10,000	-	15	257,467	445,683	524,488	-	1,237,653	
Excess (deficiency) of revenues over (under) expenditures	(5,216)	-	24,717	78,851	-	163,325	201,067	462,744	
<b>OTHER FINANCING SOURCES (USES)</b>									
Transfers in	-	-	-	106,083	-	130,000	-	236,083	
Transfers out	-	-	-	-	-	(230,000)	-	(230,000)	
Total other financing sources (uses)	-	-	-	106,083	-	(100,000)	-	6,083	
Net change in fund balances	(5,216)	-	24,717	184,934	-	63,325	201,067	468,827	
Fund balances (deficits) - beginning	8,324	-	16,407	(4,404,763)	-	569,452	518,329	(3,292,251)	
Fund balances (deficits) - ending	\$ 3,108	\$ -	\$ 41,124	\$ (4,219,829)	\$ -	\$ 632,777	\$ 719,396	\$ (2,823,424)	

City of Palm Coast, Florida  
 Police Education  
 Schedule of Revenues, Expenditures, and Changes in Fund Balance  
 Budget and Actual  
 For the Year Ended September 30, 2017

	Original Budgeted Amount	Final Budgeted Amount	Actual Amount	Variance with Final Budget - Positive (Negative)
<b>REVENUES</b>				
Fines and forfeitures	\$ 5,000	\$ 4,750	\$ 4,734	\$ (16)
Investment earnings	-	-	50	50
Total revenues	5,000	4,750	4,784	34
<b>EXPENDITURES</b>				
Current:				
Public safety	14,035	10,000	10,000	-
Total expenditures	14,035	10,000	10,000	-
Net change in fund balance*	(9,035)	(5,250)	(5,216)	34
Fund balance - beginning	13,985	13,985	8,324	(5,661)
Fund balance - ending	\$ 4,950	\$ 8,735	\$ 3,108	\$ (5,627)

\*The net change in fund balances was included in the budget as an appropriation (i.e. spenddown) of fund balance.

City of Palm Coast, Florida  
 Neighborhood Stabilization  
 Schedule of Revenues, Expenditures, and Changes in Fund Balance  
 Budget and Actual  
 For the Year Ended September 30, 2017

	Original Budgeted Amount	Final Budgeted Amount	Actual Amount	Variance with Final Budget - Positive (Negative)
<b>REVENUES</b>				
Intergovernmental revenue	\$ -	\$ 24,732	\$ 24,732	\$ -
Total revenues	-	24,732	24,732	-
<b>EXPENDITURES</b>				
Current:				
General government	16,407	24,732	15	24,717
Total expenditures	16,407	24,732	15	24,717
Net change in fund balance*	(16,407)	-	24,717	24,717
Fund balance - beginning	16,407	16,407	16,407	-
Fund balance - ending	\$ -	\$ 16,407	\$ 41,124	\$ 24,717

\*The net change in fund balances was included in the budget as an appropriation (i.e. spenddown) of fund balance.

City of Palm Coast, Florida  
 OKR Special Assessment Fund  
 Schedule of Revenues, Expenditures, and Changes in Fund Balance  
 Budget and Actual  
 For the Year Ended September 30, 2017

	Original Budgeted Amount	Final Budgeted Amount	Actual Amount	Variance with Final Budget - Positive (Negative)
<b>REVENUES</b>				
Special assessments	\$ 327,030	\$ 327,030	\$ 333,148	\$ 6,118
Investment earnings	-	3,000	3,170	170
Total revenues	<u>327,030</u>	<u>330,030</u>	<u>336,318</u>	<u>6,288</u>
<b>EXPENDITURES</b>				
Current:				
Transportation and physical environment	160,000	93,000	18,034	74,966
Debt service:				
Interest and other	<u>327,030</u>	<u>327,030</u>	<u>239,433</u>	<u>87,597</u>
Total expenditures	<u>487,030</u>	<u>420,030</u>	<u>257,467</u>	<u>162,563</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(160,000)</u>	<u>(90,000)</u>	<u>78,851</u>	<u>168,851</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	<u>160,000</u>	<u>90,000</u>	<u>106,083</u>	<u>16,083</u>
Total other financing sources (uses)	<u>160,000</u>	<u>90,000</u>	<u>106,083</u>	<u>16,083</u>
Net change in fund balance*	-	-	184,934	184,934
Fund balance - beginning	<u>(4,598,147)</u>	<u>(4,598,147)</u>	<u>(4,404,763)</u>	<u>193,384</u>
Fund balance - ending	<u>\$ (4,598,147)</u>	<u>\$ (4,598,147)</u>	<u>\$ (4,219,829)</u>	<u>\$ 378,318</u>

\*The net change in fund balances was included in the budget as an appropriation (i.e. spenddown) of fund balance.

City of Palm Coast, Florida  
CDBG Fund  
Schedule of Revenues, Expenditures, and Changes in Fund Balance  
Budget and Actual  
For the Year Ended September 30, 2017

	Original Budgeted Amount	Final Budgeted Amount	Actual Amount	Variance with Final Budget - Positive (Negative)
<b>REVENUES</b>				
Intergovernmental revenue	\$ 979,900	\$ 505,540	\$ 445,683	\$ (59,857)
Total revenues	979,900	505,540	445,683	(59,857)
<b>EXPENDITURES</b>				
Current:				
General government	448,675	505,540	445,683	59,857
Total expenditures	448,675	505,540	445,683	59,857
Excess (deficiency) of revenues over (under) expenditures	531,225	-	-	-
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers out	(531,225)	-	-	-
Total other financing sources (uses)	(531,225)	-	-	-
Net change in fund balance*	-	-	-	-
Fund balance - beginning	39,425	39,425	-	(39,425)
Fund balance - ending	\$ 39,425	\$ 39,425	\$ -	\$ (39,425)

\*The net change in fund balances was included in the budget as an appropriation (i.e. spenddown) of fund balance.

City of Palm Coast, Florida  
Recreation Impact Fee  
Schedule of Revenues, Expenditures, and Changes in Fund Balance  
Budget and Actual  
For the Year Ended September 30, 2017

	Original Budgeted Amount	Final Budgeted Amount	Actual Amount	Variance with Final Budget - Positive (Negative)
<b>REVENUES</b>				
Intergovernmental revenue	\$ 150,000	\$ 150,000	\$ 150,000	\$ -
Impact fees	367,700	425,000	533,972	108,972
Investment earnings	-	3,600	3,841	241
Total revenues	<u>517,700</u>	<u>578,600</u>	<u>687,813</u>	<u>109,213</u>
<b>EXPENDITURES</b>				
Capital outlay:				
Culture and recreation	725,000	1,060,000	524,488	535,512
Total expenditures	<u>725,000</u>	<u>1,060,000</u>	<u>524,488</u>	<u>535,512</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(207,300)</u>	<u>(481,400)</u>	<u>163,325</u>	<u>644,725</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	-	130,000	130,000	-
Transfers out	<u>(230,000)</u>	<u>(230,000)</u>	<u>(230,000)</u>	<u>-</u>
Total other financing sources (uses)	<u>(230,000)</u>	<u>(100,000)</u>	<u>(100,000)</u>	<u>-</u>
Net change in fund balance*	(437,300)	(581,400)	63,325	644,725
Fund balance - beginning	<u>417,494</u>	<u>417,494</u>	<u>569,452</u>	<u>151,958</u>
Fund balance - ending	<u>\$ (19,806)</u>	<u>\$ (163,906)</u>	<u>\$ 632,777</u>	<u>\$ 796,683</u>

\*The net change in fund balances was included in the budget as an appropriation (i.e. spenddown) of fund balance.

City of Palm Coast, Florida  
 Fire Impact Fee  
 Schedule of Revenues, Expenditures, and Changes in Fund Balance  
 Budget and Actual  
 For the Year Ended September 30, 2017

	Original Budgeted Amount	Final Budgeted Amount	Actual Amount	Variance with Final Budget - Positive (Negative)
<b>REVENUES</b>				
Impact fees	\$ 118,600	\$ 180,000	\$ 198,482	\$ 18,482
Investment earnings	-	2,800	2,585	(215)
Total revenues	118,600	182,800	201,067	18,267
<b>EXPENDITURES</b>				
Public safety	118,600	182,800	-	182,800
Total expenditures	118,600	182,800	-	182,800
Net change in fund balance*	-	-	201,067	201,067
Fund balance - beginning	367,628	367,628	518,329	150,701
Fund balance - ending	\$ 367,628	\$ 367,628	\$ 719,396	\$ 351,768

\*The net change in fund balances was included in the budget as an appropriation (i.e. spenddown) of fund balance.

**COMBINING NONMAJOR ENTERPRISE  
FUND STATEMENTS**



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## NONMAJOR ENTERPRISE FUNDS

Enterprise Funds account for the functions that are financed and operated in a manner similar to private business enterprises and where the costs of providing goods or services to the general public are recovered primarily through user charges, or where the City has decided that determination of net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes.

***Building Permits Fund*** -This fund accounts for the operations and enforcement of State and local building regulations financed primarily by user fees.

***Information Technology (IT) Fund*** -This fund accounts for the fiber optic network and wireless communications provided to external users, and technology support and implementation for internal users. This is financed through a combination of user fees and internal charges.

City of Palm Coast, Florida  
Combining Statement of Net Position  
Nonmajor Proprietary Funds  
September 30, 2017

	<b>Business-type Activities-Enterprise Funds</b>		
	<b>Building Permits Fund</b>	<b>Information Technology Fund</b>	<b>Total Nonmajor Enterprise Funds</b>
<b>ASSETS</b>			
Current assets:			
Equity in pooled cash and investments	\$ 3,115,023	\$ 1,005,410	\$ 4,120,433
Accounts receivable - net	-	94,130	94,130
Prepaid items	4,639	6,495	11,134
Total current assets	<u>3,119,662</u>	<u>1,106,035</u>	<u>4,225,697</u>
Noncurrent assets:			
Capital assets:			
Infrastructure	-	4,683,788	4,683,788
Equipment	-	1,356,383	1,356,383
Less accumulated depreciation	-	(2,799,957)	(2,799,957)
Total noncurrent assets	<u>-</u>	<u>3,240,214</u>	<u>3,240,214</u>
Total assets	<u>\$ 3,119,662</u>	<u>\$ 4,346,249</u>	<u>\$ 7,465,911</u>
<b>LIABILITIES</b>			
Current liabilities:			
Accounts payable	\$ 8,802	\$ 124,035	\$ 132,837
Due to other governments	11,905	-	11,905
Loans payable	-	17,649	17,649
Compensated absences	59,575	35,961	95,536
Accrued liabilities	18,527	13,402	31,929
Unearned revenue	-	114,489	114,489
Total current liabilities	<u>98,809</u>	<u>305,536</u>	<u>404,345</u>
Noncurrent liabilities:			
Compensated absences	94,095	101,846	195,941
Net OPEB obligation	42,526	28,946	71,472
Loans payable	-	15,897	15,897
Total noncurrent liabilities	<u>136,621</u>	<u>146,689</u>	<u>283,310</u>
Total liabilities	<u>235,430</u>	<u>452,225</u>	<u>687,655</u>
<b>NET POSITION</b>			
Net investment in capital assets	-	3,206,668	3,206,668
Unrestricted	2,884,232	687,356	3,571,588
Total net position	<u>\$ 2,884,232</u>	<u>\$ 3,894,024</u>	<u>\$ 6,778,256</u>

City of Palm Coast, Florida  
Combining Statement of Revenues, Expenses, and Changes in Net Position  
Nonmajor Proprietary Funds  
For the Year Ended September 30, 2017

	<b>Business-type Activities - Enterprise Funds</b>		
	<b>Building Permits Fund</b>	<b>Information Technology Fund</b>	<b>Total Nonmajor Enterprise Funds</b>
<b>OPERATING REVENUES</b>			
Charges for services:			
Building permit and inspection charges	\$ 2,291,570	\$ -	\$ 2,291,570
Information technology charges	-	2,352,711	2,352,711
Total operating revenues	<u>2,291,570</u>	<u>2,352,711</u>	<u>4,644,281</u>
<b>OPERATING EXPENSES</b>			
Building permits and inspections	1,662,756	-	1,662,756
Information technology	-	2,008,391	2,008,391
Depreciation	-	395,610	395,610
Total operating expenses	<u>1,662,756</u>	<u>2,404,001</u>	<u>4,066,757</u>
Operating income (loss)	<u>628,814</u>	<u>(51,290)</u>	<u>577,524</u>
<b>NONOPERATING REVENUES (EXPENSES)</b>			
Investment revenue	11,976	3,152	15,128
Total nonoperating revenues (expenses)	<u>11,976</u>	<u>3,152</u>	<u>15,128</u>
Income (loss) before capital contributions and transfers	<u>640,790</u>	<u>(48,138)</u>	<u>592,652</u>
<b>TRANSFERS AND CONTRIBUTIONS</b>			
Transfers out	(25,234)	(15,335)	(40,569)
Total transfers and contributions	<u>(25,234)</u>	<u>(15,335)</u>	<u>(40,569)</u>
Change in net position	615,556	(63,473)	552,083
<b>NET POSITION</b>			
Net position - beginning	<u>2,268,676</u>	<u>3,957,497</u>	<u>6,226,173</u>
Net position - ending	<u>\$ 2,884,232</u>	<u>\$ 3,894,024</u>	<u>\$ 6,778,256</u>

**City of Palm Coast, Florida  
Statement of Cash Flows  
Nonmajor Enterprise Funds  
For the Year Ended September 30, 2017**

Business-type Activities-Nonmajor Enterprise Funds

	Building Permits Fund	Information Technology Fund	Total Nonmajor Enterprise Funds
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Cash received from customers	\$ 2,291,570	\$ 543,699	\$ 2,835,269
Cash received from interfund charges	-	1,742,100	1,742,100
Cash paid to suppliers	(787,513)	(1,452,901)	(2,240,414)
Cash paid to employees	(850,442)	(600,300)	(1,450,742)
Net cash provided by (used in) operating activities	653,615	232,598	886,213
<b>CASH FLOW FROM NONCAPITAL FINANCING ACTIVITIES</b>			
Transfers out to other funds	(25,234)	(15,335)	(40,569)
Net cash provided by (used in) noncapital financing activities	(25,234)	(15,335)	(40,569)
<b>CASH FLOW FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>			
Loan principal payments	-	(16,970)	(16,970)
Acquisition and construction of property, plant and equipment	-	(116,815)	(116,815)
Net cash provided by (used in) capital and related financing activities	-	(133,785)	(133,785)
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>			
Interest on investments	11,976	3,152	15,128
Net cash provided by (used in) investing activities	11,976	3,152	15,128
Net increase (decrease) in cash and cash equivalents	640,357	86,630	726,987
Beginning cash and cash equivalents	2,474,666	918,780	3,393,446
Ending cash and cash equivalents	\$ 3,115,023	\$ 1,005,410	\$ 4,120,433

(Continued)

**City of Palm Coast, Florida**  
**Combining Statement of Cash Flows (continued)**  
**Nonmajor Enterprise Funds**  
**For the Year Ended September 30, 2017**

Business-type Activities-Nonmajor Enterprise Funds

	Building Permits Fund	Information Technology Fund	Total Nonmajor Enterprise Funds
<b>RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES</b>			
Operating income (loss)	\$ 628,814	\$ (51,290)	\$ 577,524
Adjustment to reconcile operating income to net cash provided by operating activities			
Depreciation and amortization	-	395,610	395,610
Change in assets and liabilities:			
Accounts receivable	-	(52,442)	(52,442)
Prepays	1,024	(33)	991
Accounts payable	(2,849)	(51,459)	(54,308)
Accrued liabilities	3,056	1,724	4,780
Customer deposits	-	(14,470)	(14,470)
Compensated absences	23,570	4,958	28,528
Net cash provided by (used in) operating activities	<u>\$ 653,615</u>	<u>\$ 232,598</u>	<u>\$ 886,213</u>
<b>CASH AND CASH EQUIVALENTS CLASSIFIED AS:</b>			
Equity in pooled cash and investments in current assets	3,115,023	1,005,410	4,120,433
Total cash and cash equivalents	<u>\$ 3,115,023</u>	<u>\$ 1,005,410</u>	<u>\$ 4,120,433</u>



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## **INTERNAL SERVICE FUNDS**

## INTERNAL SERVICE FUNDS

Internal service funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the government and to other government units, on a cost reimbursement basis.

***Fleet Management Fund*** -This fund is used to account for the leasing of motor vehicles and heavy equipment to other departments as well as related maintenance and replacement costs.

***Self Insured Health Fund*** -This fund accounts for the management and allocation of costs associated with the self-insured health benefits program for eligible employees and their dependents.

City of Palm Coast, Florida  
Combining Statement of Net Position  
Internal Service Funds  
September 30, 2017

	Internal Service Funds		
	Self Insured Health Fund	Fleet Fund	Total Internal Service Funds
<b>ASSETS</b>			
Current assets:			
Equity in pooled cash and investments	\$ 3,792,113	\$ 8,200,179	\$ 11,992,292
Accounts receivable - net	-	2,249	2,249
Inventories	-	28,078	28,078
Prepaid items	-	22,122	22,122
Due from other governments	-	1,953	1,953
Total current assets	3,792,113	8,254,581	12,046,694
Noncurrent assets:			
Capital assets:			
Building and improvements other than buildings	-	1,097,144	1,097,144
Equipment	-	17,772,745	17,772,745
Less accumulated depreciation	-	(10,573,428)	(10,573,428)
Total noncurrent assets	-	8,296,461	8,296,461
Total assets	\$ 3,792,113	\$ 16,551,042	\$ 20,343,155
<b>LIABILITIES</b>			
Current liabilities:			
Accounts payable	\$ -	\$ 123,601	\$ 123,601
Claims payable	374,022	-	374,022
Due to other governments	-	600,000	600,000
Compensated absences	-	17,352	17,352
Accrued liabilities	-	7,942	7,942
Total current liabilities	374,022	748,895	1,122,917
Noncurrent liabilities:			
Compensated absences	-	44,863	44,863
Net OPEB obligation	-	28,994	28,994
Total noncurrent liabilities	-	73,857	73,857
Total liabilities	374,022	822,752	1,196,774
<b>NET POSITION</b>			
Net investment in capital assets	-	8,296,461	8,296,461
Unrestricted	3,418,091	7,431,829	10,849,920
Total net position	\$ 3,418,091	\$ 15,728,290	\$ 19,146,381

City of Palm Coast, Florida  
Combining Statement of Revenues, Expenses, and Changes in Net Position  
Internal Service Funds  
For the Year Ended September 30, 2017

	Internal Service Funds		
	Self Insured Health Fund	Fleet Fund	Total Internal Service Funds
<b>OPERATING REVENUES</b>			
Charges for services:			
Risk management	\$ 4,673,590	\$ -	\$ 4,673,590
Fleet management	-	4,745,213	4,745,213
Total operating revenues	4,673,590	4,745,213	9,418,803
<b>OPERATING EXPENSES</b>			
Administrative	3,322,796	2,225,435	5,548,231
Depreciation	-	1,607,540	1,607,540
Total operating expenses	3,322,796	3,832,975	7,155,771
Operating income (loss)	1,350,794	912,238	2,263,032
<b>NONOPERATING REVENUES (EXPENSES)</b>			
Investment revenue	11,842	30,744	42,586
Other	-	237,261	237,261
Total nonoperating revenues (expenses)	11,842	268,005	279,847
Income (loss) before capital contributions and transfers	1,362,636	1,180,243	2,542,879
<b>TRANSFERS AND CONTRIBUTIONS</b>			
Transfers in	-	210,590	210,590
Total transfers and contributions	-	210,590	210,590
Change in net position	1,362,636	1,390,833	2,753,469
<b>NET POSITION</b>			
Net position - beginning	2,055,455	14,337,457	16,392,912
Net position - ending	\$ 3,418,091	\$ 15,728,290	\$ 19,146,381

City of Palm Coast, Florida  
Statement of Cash Flows  
Internal Service Funds  
For the Year Ended September 30, 2017

	Internal Service Funds		
	Self Insured Health Fund	Fleet Fund	Total Internal Services Fund
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Cash received from customers	\$ -	\$ 23,472	\$ 23,472
Cash received interfund charges	4,673,590	4,723,065	9,396,655
Cash paid to suppliers	(3,207,247)	(2,148,382)	(5,355,629)
Cash paid to employees	-	(343,174)	(343,174)
Net cash provided by (used in) operating activities	1,466,343	2,254,981	3,721,324
<b>CASH FLOW FROM NONCAPITAL FINANCING ACTIVITIES</b>			
Transfer in from other funds	-	210,590	210,590
Net cash provided by (used in) noncapital financing activities	-	210,590	210,590
<b>CASH FLOW FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>			
Acquisition and construction of property, plant and equipment	-	(1,839,210)	(1,839,210)
Proceeds from the sale of capital assets	-	294,830	294,830
Net cash provided by (used in) capital and related financing activities	-	(1,544,380)	(1,544,380)
<b>CASH FLOW FROM INVESTING ACTIVITIES</b>			
Interest on investments	11,842	30,744	42,586
Net cash provided by (used in) investing activities	11,842	30,744	42,586
Net increase (decrease) in cash and cash equivalents	1,478,185	951,935	2,430,120
Beginning cash and cash equivalents	2,313,928	7,248,244	9,562,172
Ending cash and cash equivalents	\$ 3,792,113	\$ 8,200,179	\$ 11,992,292

(continued)

City of Palm Coast, Florida  
Combining Statement of Cash Flows (continued)  
Internal Service Funds  
For the Year Ended September 30, 2017

	Internal Service Funds		
	Self Insured Health Fund	Fleet Fund	Total Internal Service Funds
<b>RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES</b>			
Operating income (loss)	\$ 1,350,794	\$ 912,238	\$ 2,263,032
Adjustment to reconcile operating income to net cash provided by operating activities			
Depreciation and amortization	-	1,607,540	1,607,540
Change in assets and liabilities:			
Accounts receivable	-	1,324	1,324
Inventories	-	(6,473)	(6,473)
Prepays	-	(702)	(702)
Accounts payable	115,549	(267,712)	(152,163)
Accrued liabilities	-	8,744	8,744
Compensated absences	-	22	22
Net cash provided by (used in) operating activities	<u>\$ 1,466,343</u>	<u>\$ 2,254,981</u>	<u>\$ 3,721,324</u>
<b>CASH AND CASH EQUIVALENTS CLASSIFIED AS:</b>			
Equity in pooled cash and investments in current assets	\$ 3,792,113	\$ 8,200,179	\$ 11,992,292
Total cash and cash equivalents	<u>\$ 3,792,113</u>	<u>\$ 8,200,179</u>	<u>\$ 11,992,292</u>

## Statistical Section

This section of the City of Palm Coast's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the city's overall financial health.

<b>Contents</b>	<b>Page</b>
<b>Financial Trends</b> These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.	133
<b>Debt Capacity</b> These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.	142
<b>Revenue Capacity</b> These Schedules contain information to help the reader assess the factors affecting the City's ability to generate its property taxes	146
<b>Demographic and Economic Information</b> These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place and to help make comparisons over time and with other governments	147
<b>Operating Information</b> These schedules contain information about the City's operations and resources to help the reader understand how the City's financial information related to the services the City's provides and the activities it performs.	149

**Sources:** Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.



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Schedule 1  
City of Palm Coast, Florida  
Net Position by Component,  
Last Ten Fiscal Years  
(accrual basis of accounting)

	Fiscal Year									
	2008	2009	2010	2011 (1)	2012	2013	2014	2015	2016	2017
Governmental activities Invested in capital assets, net of related debt	\$ 267,361,577	\$ 291,330,417	\$ 307,069,337	\$ 306,530,353	\$ 303,986,665	\$ 298,779,350	\$ 298,494,964	\$ 315,591,311	\$ 317,474,371	\$ 330,790,898
Restricted	21,477,931	8,201,392	919,709	1,097,652	840,001	1,184,424	1,130,224	5,649,144	5,537,610	7,954,237
Unrestricted	16,811,638	19,321,526	11,141,460	11,900,257	8,897,658	20,677,222	25,117,904	14,936,982	16,599,453	15,460,677
Total governmental activities net position	\$ 305,651,146	\$ 318,853,335	\$ 319,130,506	\$ 319,528,262	\$ 313,724,324	\$ 320,640,996	\$ 324,743,092	\$ 336,177,437	\$ 339,611,434	\$ 354,205,812
Business-type activities Invested in capital assets, net of related debt	\$ 49,857,685	\$ 60,854,530	\$ 72,856,080	\$ 68,014,427	\$ 68,131,604	\$ 69,651,643	\$ 68,945,922	\$ 67,519,973	\$ 72,761,895	\$ 84,435,596
Restricted	12,965,853	6,051,501	4,024,083	13,716,132	13,833,001	6,755,775	11,786,243	12,845,451	14,009,367	15,456,945
Unrestricted	11,746,111	11,977,264	5,771,497	(1,025,888)	10,224,350	11,992,822	16,839,256	20,147,467	25,308,480	25,844,539
Total business-type activities net position	\$ 74,569,649	\$ 78,883,295	\$ 82,651,660	\$ 80,704,671	\$ 92,188,955	\$ 88,400,240	\$ 97,571,421	\$ 100,512,891	\$ 112,079,742	\$ 125,737,080
Primary government Invested in capital assets, net of related debt	\$ 317,219,262	\$ 352,184,947	\$ 379,925,417	\$ 374,544,780	\$ 372,118,269	\$ 368,430,993	\$ 367,440,886	\$ 383,111,284	\$ 390,236,266	\$ 415,226,494
Restricted	34,443,784	14,252,893	4,943,792	14,813,784	14,673,002	7,940,199	12,916,467	18,494,595	19,546,977	23,411,182
Unrestricted	28,557,749	31,298,790	16,912,957	10,874,369	19,122,008	32,670,044	41,957,160	35,084,449	41,907,933	41,305,216
Total primary government net position	\$ 380,220,795	\$ 397,736,630	\$ 401,782,166	\$ 400,232,933	\$ 405,913,279	\$ 409,041,236	\$ 422,314,513	\$ 436,690,328	\$ 451,691,176	\$ 479,942,892

Note:

(1) The City was required to fund a bond debt service reserve in the utility fund during the year.

**Schedule 2**  
**City of Palm Coast, Florida**  
**Changes in Net Position,**  
**Last Ten Fiscal Years**  
**(accrual basis of accounting)**

	Fiscal Year									
	2008	2009	2010 (1)	2011	2012	2013	2014	2015	2016	2017
<b>Governmental activities:</b>										
General government	\$ 8,222,494	\$ 9,089,652	\$ 7,291,611	\$ 6,910,244	\$ 5,867,359	\$ 6,683,303	\$ 5,898,666	\$ 5,380,359	\$ 3,471,694	\$ 5,435,785
Public safety	8,270,787	9,588,547	11,029,379	10,653,813	10,144,341	10,874,585	11,032,501	10,522,359	11,013,862	11,332,196
Transportation and physical environment	10,580,806	12,035,335	11,552,570	13,325,228	13,333,183	13,932,669	14,212,159	15,752,135	17,579,791	21,427,067
Culture and recreation	2,692,254	2,710,434	2,874,115	2,904,535	3,072,489	3,092,100	3,191,985	5,462,980	6,136,059	6,202,008
Interest on long-term debt	264,240	314,337	545,416	698,126	652,050	519,669	676,742	604,034	578,231	523,790
<b>Total governmental activities expenses</b>	<b>\$ 30,030,581</b>	<b>\$ 33,708,305</b>	<b>\$ 33,293,091</b>	<b>\$ 34,491,946</b>	<b>\$ 33,069,422</b>	<b>\$ 35,102,326</b>	<b>\$ 35,012,053</b>	<b>\$ 37,721,867</b>	<b>\$ 38,779,637</b>	<b>\$ 44,920,846</b>
<b>Business-type activities:</b>										
Utility	27,047,807	32,873,576	32,414,733	31,205,110	30,545,189	33,363,682	30,399,474	30,760,793	31,562,957	33,063,660
Solid Waste	7,436,948	7,492,553	7,557,209	7,631,425	7,533,852	7,154,429	7,290,268	7,239,055	7,349,686	7,680,586
Stormwater	3,419,649	3,654,793	4,339,649	4,216,027	3,904,173	4,206,765	4,646,249	4,842,145	6,473,450	5,554,569
Building Permits & Inspections	-	-	1,787,281	1,463,027	1,286,637	1,225,965	1,275,472	1,284,030	1,516,413	1,592,586
Information Technology	31,989	84,219	157,268	182,643	351,525	490,030	379,495	382,264	985,726	705,729
Golf Course (a)	226,646	242,969	284,483	353,796	1,806,088	1,753,323	1,778,396	-	-	-
Tennis Center (a)	-	-	-	-	267,918	295,279	309,891	-	-	-
<b>Total business-type activities expenses</b>	<b>38,163,039</b>	<b>44,348,110</b>	<b>48,417,017</b>	<b>46,962,124</b>	<b>45,695,382</b>	<b>48,489,473</b>	<b>46,079,245</b>	<b>44,508,287</b>	<b>47,888,232</b>	<b>48,597,130</b>
<b>Total primary government expenses</b>	<b>68,193,620</b>	<b>78,056,415</b>	<b>81,710,108</b>	<b>81,454,070</b>	<b>78,764,804</b>	<b>83,591,799</b>	<b>81,091,298</b>	<b>82,230,154</b>	<b>86,667,869</b>	<b>93,517,976</b>
<b>Program Revenues</b>										
<b>Governmental activities:</b>										
Charges for services:										
General government	\$ 3,575,723	\$ 2,409,425	\$ 1,147,521	\$ 666,875	\$ 971,403	\$ 967,910	\$ 838,828	\$ 820,158	\$ 687,827	\$ 1,013,720
Public safety	468,618	1,028,174	679,557	305,916	386,798	1,215,566	946,722	355,063	232,048	148,114
Transportation and physical environment	123,281	93,136	92,840	133,064	132,838	125,186	130,888	116,916	173,143	146,937
Culture and recreation	239,941	193,571	158,546	398,520	436,185	360,585	234,388	1,640,631	1,683,747	1,635,056
Operating grants and contributions	2,482,829	2,696,553	3,661,398	4,053,082	3,239,141	3,819,858	3,396,912	3,197,045	2,411,183	7,078,147
Capital grants and contributions	23,416,000	11,116,163	4,401,134	2,679,664	4,771,908	8,499,395	6,635,181	8,836,774	7,143,389	18,889,042
<b>Total governmental activities program revenues</b>	<b>30,306,392</b>	<b>17,537,022</b>	<b>10,140,996</b>	<b>8,237,121</b>	<b>9,938,273</b>	<b>14,988,500</b>	<b>12,182,919</b>	<b>14,966,587</b>	<b>12,331,337</b>	<b>\$ 28,911,016</b>
<b>Business-type activities:</b>										
Charges for services:										
Utility	24,401,358	27,690,432	27,771,725	29,190,836	29,518,612	30,730,934	33,943,464	35,038,243	37,357,134	38,085,170
Solid Waste	7,278,358	7,498,306	7,667,964	7,805,956	7,655,877	7,227,081	7,420,478	7,349,016	7,634,486	7,727,089
Stormwater	3,685,785	5,112,097	5,509,260	4,778,331	5,469,298	6,316,447	7,154,416	7,048,000	7,038,305	7,228,213
Building Permits & Inspections	-	-	201,626	225,099	273,784	1,152,945	1,608,821	1,717,303	2,031,003	2,291,570
Information Technology and Communication	-	-	246,094	322,337	659,065	639,557	677,563	669,141	584,703	706,236
Golf Course	109,791	153,925	164,404	1,501,459	1,479,063	1,364,274	1,226,184	-	-	-
Tennis Center	-	-	-	181,598	157,818	190,277	210,348	-	-	-
Operating grants and contributions	-	-	-	-	477,582	-	-	-	-	-
Capital grants and contributions	9,175,206	12,605,884	2,940,853	1,047,855	2,112,690	1,238,990	3,072,563	2,870,187	5,121,164	6,368,010
<b>Total business-type activities program revenues</b>	<b>44,650,498</b>	<b>53,060,644</b>	<b>45,715,260</b>	<b>45,053,471</b>	<b>47,803,789</b>	<b>48,860,505</b>	<b>55,313,837</b>	<b>54,691,890</b>	<b>59,766,795</b>	<b>62,406,288</b>
<b>Total primary government program revenues</b>	<b>\$ 74,956,890</b>	<b>\$ 70,597,666</b>	<b>\$ 55,856,256</b>	<b>\$ 53,290,592</b>	<b>\$ 57,742,062</b>	<b>\$ 63,849,005</b>	<b>\$ 67,496,756</b>	<b>\$ 69,658,477</b>	<b>\$ 72,098,132</b>	<b>\$ 91,317,304</b>

Fiscal Year

	2008	2009	2010 (1)	2011	2012	2013	2014	2015	2016	2017
<b>Net (Expense)/Revenue</b>										
Governmental activities	\$ 275,811	\$ (16,171,283)	\$ (23,152,095)	\$ (26,254,825)	\$ (23,131,149)	\$ (20,113,826)	\$ (22,829,134)	\$ (22,755,280)	\$ (26,448,300)	\$ (16,009,830)
Business-type activities	6,487,459	8,712,534	(2,701,757)	(1,908,653)	2,108,407	371,032	9,234,592	10,183,603	11,878,563	13,809,158
Total primary government net expense	\$ 6,763,270	\$ (7,458,749)	\$ (25,853,852)	\$ (28,163,478)	\$ (21,022,742)	\$ (19,742,794)	\$ (13,594,542)	\$ (12,571,677)	\$ (14,569,737)	\$ (2,200,672)
<b>General Revenues and Other Changes in Net Position</b>										
Governmental activities:										
Taxes										
Property taxes	\$ 20,620,265	\$ 18,211,813	\$ 18,614,730	\$ 15,968,937	\$ 14,180,455	\$ 15,803,692	\$ 15,911,873	\$ 16,609,668	\$ 17,592,210	\$ 18,380,759
Sales and use taxes	2,458,212	2,422,436	2,495,167	2,579,899	2,730,209	2,403,052	2,392,638	2,587,863	2,749,805	2,878,973
Telecommunication services tax	3,431,800	2,726,666	2,748,010	2,685,140	2,696,547	2,608,306	2,522,865	2,529,845	2,390,508	2,221,345
Franchise taxes	571,591	58,423	744,353	660,354	651,129	661,438	784,758	683,099	731,563	790,697
Other local taxes	-	-	404,685	414,385	378,989	404,686	346,157	448,611	431,683	400,099
Intergovernmental revenue, non-program	3,364,679	3,310,696	3,253,543	3,405,849	3,649,676	3,841,166	4,047,545	4,200,163	4,299,085	4,463,316
Unrestricted investment earnings	2,132,333	1,244,703	888,531	388,707	461,968	287,289	82,174	17,896	245,868	172,268
Rental income	-	102,334	-	-	-	-	-	-	-	-
Miscellaneous	128,620	75,211	21,425	26,779	41,832	77,326	41,105	60,404	70,507	70,126
Gain (Loss) on sale of capital assets	14,653	231,860	81,725	16,241	-	191,139	280,593	208,563	213,336	245,261
Transfers	(3,805,110)	5,756,982	(5,822,903)	506,290	(7,463,594)	752,404	521,522	7,983,567	1,157,742	981,364
Total governmental activities	28,917,043	34,141,124	23,429,266	26,652,581	17,327,211	27,030,498	26,931,230	35,329,679	29,882,297	\$ 30,604,208
Business-type activities:										
Property Taxes	-	833,213	-	-	1,686,100	245,750	275,133	316,403	363,863	418,442
Unrestricted investment earnings	912,152	524,881	647,219	467,954	224,542	6,552	182,978	409,685	460,402	411,102
Other income	-	-	-	-	1,641	-	-	15,346	21,765	-
Transfers	3,805,110	(5,756,982)	5,822,903	(506,290)	7,463,594	(752,404)	(521,522)	(7,983,567)	(1,157,742)	(981,364)
Total business-type activities	4,717,262	(4,398,888)	6,470,122	(89,336)	9,375,877	(600,102)	(63,411)	(7,242,133)	(311,712)	(151,820)
Total primary government	\$ 33,634,305	\$ 29,742,236	\$ 29,899,388	\$ 26,614,245	\$ 26,703,088	\$ 26,530,396	\$ 26,867,819	\$ 28,087,546	\$ 29,570,585	\$ 30,452,388
<b>Change in Net Position</b>										
Governmental activities	\$ 29,192,854	\$ 17,969,841	\$ 277,171	\$ 397,756	\$ (5,803,938)	\$ 6,916,672	\$ 4,102,096	\$ 12,574,399	\$ 3,433,997	\$ 14,594,378
Business-type activities	11,204,721	4,313,646	3,768,365	(1,946,989)	11,484,284	(129,070)	9,171,181	2,941,470	11,566,851	13,657,338
Total primary government	\$ 40,397,575	\$ 22,283,487	\$ 4,045,536	\$ (1,549,233)	\$ 5,680,346	\$ 6,787,602	\$ 13,273,277	\$ 15,515,869	\$ 15,000,848	\$ 28,251,716

**Note:**

- (1) The Building Permits and Information Technology departments were removed from the general fund and established as enterprise funds during the fiscal year.
- (a) The Golf Course and Tennis Center Enterprise Funds were closed in FY 15, and those functions transferred to the General Fund and Governmental Activities.

Schedule 3  
City of Palm Coast, Florida  
Fund Balances, Governmental Funds,  
Last Ten Fiscal Years  
(modified accrual basis of accounting)

	Fiscal Year									
	2008	2009	2010 (1)	2011	2012	2013	2014	2015	2016	2017
General Fund										
Reserved	\$ 2,106,699	\$ 7,141,109	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unreserved	13,023,776	10,033,713	-	-	-	-	-	-	-	-
Nonspendable	-	-	5,975,576	5,979,178	5,982,244	5,986,187	186,156	274,551	233,082	190,280
Restricted	-	-	-	-	55,221	55,221	55,221	55,221	33,918	11,596
Committed	-	-	2,171,614	2,183,984	2,205,117	2,204,711	2,173,669	2,200,605	2,244,922	2,826,717
Assigned	-	-	-	-	-	-	-	-	-	-
Unassigned	-	-	2,393,217	3,049,181	4,485,999	5,900,427	5,505,193	6,191,196	6,398,133	6,784,518
Total general fund	\$ 15,130,475	\$ 17,174,822	\$ 10,540,407	\$ 11,212,343	\$ 12,728,581	\$ 14,146,546	\$ 7,920,239	\$ 8,721,573	\$ 8,910,055	\$ 9,813,111
All Other Governmental Funds										
Reserved	\$ -	\$ 4,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unreserved, reported in:										
Capital projects funds	7,899,230	7,517,095	-	-	-	-	-	-	-	-
Special revenue funds	14,071,339	(2,143,495)	-	-	-	-	-	-	-	-
Nonspendable	-	-	-	-	-	-	-	-	-	-
Restricted	-	-	919,709	1,097,652	784,780	1,129,203	1,075,003	5,593,923	5,503,692	7,942,641
Committed	-	-	14,908,303	14,879,097	6,370,050	10,249,998	16,640,546	4,760,593	5,432,117	2,139,299
Assigned	-	-	-	-	-	-	-	-	-	-
Unassigned, reported in:										
Capital projects funds	-	-	-	-	-	-	-	-	-	-
Special revenue funds	-	-	(12,561,419)	(13,860,570)	(10,725,088)	(8,157,109)	(6,215,566)	(5,332,256)	(4,404,763)	(4,219,829)
Total all other governmental funds	\$ 21,970,569	\$ 9,873,600	\$ 3,266,593	\$ 2,116,179	\$ (3,570,258)	\$ 3,222,092	\$ 11,499,983	\$ 5,022,260	\$ 6,531,046	\$ 5,862,111

Note:

(1) The City adopted GASB 54 beginning with fiscal year 2010 and has elected to display this change prospectively.

Schedule 4  
City of Palm Coast, Florida  
Changes in Fund Balances, Governmental Funds,  
Last Ten Fiscal Years  
(modified accrual basis of accounting)

	Fiscal Year									
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
<b>Revenues</b>										
Taxes	\$ 26,759,295	\$ 26,307,061	\$ 27,046,608	\$ 24,340,358	\$ 22,637,658	\$ 23,997,162	\$ 23,996,049	\$ 24,896,379	\$ 25,987,934	\$ 26,835,224
Licenses and permits	2,572,951	1,147,673	391,479	160,742	210,196	229,590	252,150	221,940	211,822	196,332
Intergovernmental revenues	9,512,770	4,843,895	7,939,669	7,191,917	8,749,022	7,895,185	9,772,192	12,247,672	8,391,343	10,153,064
Charges for services	5,295,879	4,197,416	2,552,903	2,836,649	2,740,171	2,572,727	2,712,048	4,088,519	4,872,149	5,417,506
Special assessments	-	38,701	219,391	250,342	129,899	-	248,079	247,559	327,571	333,148
Fines and forfeitures	805,046	1,398,511	1,043,095	656,694	739,411	1,578,139	1,556,456	854,187	574,371	614,849
Impact fees	3,270,897	1,281,486	1,216,661	664,827	746,167	1,254,980	1,817,218	1,689,219	2,790,609	3,112,084
Contributions	12,719	21,295	14,348	6,603	58,949	2,217	4,801	5,739	5,492	-
Rental income	-	102,334	-	-	-	-	-	-	-	-
Investment Earnings	2,075,610	1,203,109	833,589	371,817	421,111	287,289	82,174	12,505	176,120	129,682
Miscellaneous	118,941	75,211	21,425	26,779	38,946	77,326	41,105	60,404	70,507	70,126
Total revenues	50,424,108	40,616,692	41,279,168	36,506,728	36,471,530	37,894,615	40,482,272	44,344,123	43,407,918	46,862,015
<b>Expenditures</b>										
Current:										
General government	12,074,244	11,642,333	9,413,906	9,131,441	8,171,546	8,491,303	7,978,014	7,118,556	8,459,094	9,608,481
Public safety	8,003,618	9,820,736	10,719,389	10,058,067	9,822,084	10,524,093	10,025,107	10,581,386	10,556,903	10,856,575
Transportation and physical environment	6,530,163	7,014,650	6,401,040	5,739,492	5,314,597	5,763,838	6,547,718	7,678,390	7,247,764	10,376,683
Culture and recreation	2,097,824	1,991,501	1,878,028	2,151,306	2,186,053	2,161,053	2,209,307	4,192,350	4,798,642	4,843,405
Capital outlay	28,797,726	27,990,100	25,166,275	9,432,633	6,821,805	4,589,433	16,501,044	20,819,038	10,231,758	10,537,734
Debt Service:										
Principal	34,735	36,150	267,623	225,930	210,000	393,000	605,000	623,000	641,000	660,000
Interest and Other	264,240	314,337	545,416	698,126	662,050	519,669	676,742	604,034	578,231	523,790
Total expenditures	57,802,550	58,809,807	54,391,677	37,436,995	33,178,135	32,442,389	44,542,932	51,616,754	42,513,392	47,406,668
Excess of revenues over (under) expenditures	(7,378,442)	(18,193,115)	(13,112,509)	(930,267)	3,293,395	5,452,226	(4,060,660)	(7,272,631)	894,526	(544,653)
<b>Other Financing Sources (Uses)</b>										
Sale of capital assets	-	2,903,420	1,827,280	11,961	-	-	-	-	-	8,000
Loan and capital lease proceeds	-	-	4,000,000	-	-	2,088,000	5,839,000	-	-	-
Transfers In	1,112,077	5,792,243	5,270,599	1,649,068	5,451,278	2,036,171	9,348,861	4,390,060	2,747,133	3,209,669
Transfers Out	(4,971,669)	(555,170)	(11,226,792)	(1,209,240)	(12,914,872)	(1,366,082)	(9,075,617)	(2,793,818)	(1,944,391)	(2,438,895)
Total other financing sources (uses)	(3,859,592)	8,140,493	(128,913)	451,789	(7,463,594)	2,758,089	6,112,244	1,596,242	802,742	778,774
Net change in fund balances	\$(11,238,034)	\$(10,052,622)	\$(13,241,422)	\$(478,478)	\$(4,170,199)	\$8,210,315	\$2,051,584	\$(5,676,389)	\$1,697,268	\$234,121
Debt Service as a percentage of noncapital expenditures	1.03	1.14	2.78	3.30	3.27	3.28	4.57	3.98	3.78	3.21

Schedule 5  
City of Palm Coast, Florida  
Assessed Value and Actual Value of Taxable Property,  
Last Ten Fiscal Years

Fiscal Year Ended September 30,	Residential Property	Commercial Property	Industrial Property	Agricultural Property	Institutional Property	Governmental Property	Other Property	Homestead Exemption (1)	Less: Save our Homes (2)	Less: Tax-Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate
2008	7,966,142,375	513,581,436	57,316,405	82,932,630	46,282,002	302,740,605	391,307,071	519,386,257	1,135,486,199	695,552,647	7,009,877,421	2.96
2009	7,048,853,617	626,574,296	56,439,734	64,271,265	63,863,079	344,342,373	425,467,243	1,153,749,410	693,792,399	650,304,629	6,131,965,169	2.96
2010	5,810,369,969	640,358,943	57,394,160	81,593,288	79,017,915	363,209,622	413,135,467	1,178,584,144	325,396,383	692,916,836	5,248,182,001	3.50
2011	4,970,838,657	513,132,872	44,840,929	84,260,704	74,519,213	323,857,469	369,655,823	1,176,726,372	111,171,325	626,703,217	4,466,504,753	3.50
2012	4,421,050,448	449,685,207	40,410,099	84,665,638	71,488,036	304,706,672	367,156,410	1,056,115,106	123,622,919	667,830,359	3,891,594,126	3.99
2013	4,208,752,204	505,252,669	35,648,257	73,437,297	71,483,536	299,076,871	365,696,411	1,039,691,458	173,517,550	699,916,216	3,646,122,021	4.30
2014	4,308,692,800	415,174,623	34,777,555	73,143,976	66,178,054	292,896,119	348,777,295	1,038,983,230	125,014,902	685,329,433	3,690,312,857	4.27
2015	4,782,180,122	413,931,035	37,284,247	69,110,414	66,342,493	294,523,422	385,973,822	1,158,401,369	369,766,907	628,818,638	3,892,358,641	4.25
2016	5,195,256,265	417,305,032	37,886,100	75,675,112	78,792,636	286,319,548	393,689,080	1,071,794,657	535,411,197	748,098,804	4,129,619,115	4.25
2017	5,462,006,261	439,539,865	44,370,136	79,533,227	80,798,869	297,964,296	426,433,750	1,110,486,047	589,215,449	806,488,148	4,324,456,760	4.25

Source: Flagler County Property Appraiser, based on final taxable values provided in October of each year.

Note: Property in the city is reassessed each year, and visited at least once every five years. Property is assessed at actual value, therefore the assessed values are equal to actual value. Tax rates are per \$1,000 of assessed value.

(1) Every person who has legal or equitable title to real property in the State of Florida, who resides on the property and makes it their permanent home is entitled to a \$25,000 exemption for the tax years 2003-2007. Starting in tax year 2008, the exemption was increased to \$50,000, with an additional \$25,000 for ages 65 and older.

(2) The Florida Constitution has been amended effective January 1, 1995 to limit any annual increase in the assessed value of residential property with a Homestead Exemption to 3 percent or the Consumer Price Index percent change, whichever is lower. This limitation does not include any change, addition or improvement to a homestead.

Schedule 6  
 City of Palm Coast, Florida  
 Direct and Overlapping Property Tax Rates,  
 Last Ten Fiscal Years  
*(rate per \$1,000 of assessed value)*

Fiscal Year	City Direct Rates (1)			Overlapping Rates (2)					
	General Purposes	Capital Purposes	Total	Flagler County	East Flagler Mosquito Control District	St Johns River Water Management District	Florida Inland Navigation District		
2008	2,2123	0,7500	2,96230	4,33460	0,15500	0,41580	0,03450		
2009	2,6123	0,3500	2,96230	4,54450	0,17300	0,41580	0,03450		
2010	3,1500	0,3500	3,50000	5,24790	0,20380	0,41580	0,03450		
2011	3,5000	-	3,50000	6,05500	0,20380	0,41580	0,03450		
2012	3,5400	0,4500	3,99000	6,78140	0,23900	0,33130	0,03450		
2013	4,1502	0,1456	4,29580	7,66200	0,25400	0,33130	0,03450		
2014	4,1932	0,0773	4,27050	8,57530	0,25330	0,32830	0,03450		
2015	4,1608	0,0842	4,24500	8,53900	0,24230	0,31640	0,03450		
2016	4,0828	0,1622	4,24500	8,46880	0,23760	0,30230	0,03200		
2017	4,1120	0,1330	4,24500	8,63170	0,23950	0,28850	0,03200		

Source: Flagler County Tax Collector

Note:

- (1) The tax rate is limited to \$10.00 per thousand by the State of Florida. Any additional amount requires a majority vote of the city's residents.
- (2) Overlapping rates are those local and county governments that apply to property owners within the City of Palm Coast.

Schedule 7  
 City of Palm Coast, Florida  
 Principal Property Tax Payers,  
 Current Year and Nine Years Ago

Taxpayer	2017			2008		
	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value
FLORIDA POWER & LIGHT COMPANY	\$ 77,093,183	1	1.783%	-	-	-
EBSCO INTEGRA WOODS	22,800,000	2	0.527%	-	-	-
KRG PALM COAST LANDING LLC	21,052,209	3	0.487%	-	-	-
BRANCH ISLAND WALK ASSOCIATES	18,217,249	4	0.421%	-	-	-
FLORIDA LANDMARK COMMUNITIES	12,982,854	5	0.300%	-	-	-
PINE LAKES ACQUISITIONS LLC	10,986,800	6	0.254%	-	-	-
PALM COAST MEDICAL SPECIALISTS	10,882,096	7	0.252%	-	-	-
BRIGHTHOUSE NETWORKS	10,651,898	8	0.246%	-	-	-
CELEBRITY RESORTS OF PALM COAST	10,346,400	9	0.239%	-	-	-
BROOKHAVEN DEVELOPMENT LAND	10,289,545	10	0.238%	-	-	-
CENTEX HOMES	-	-	-	\$ 29,790,131	1	0.425%
PALM COAST HOLDINGS INC	-	-	-	27,035,202	2	0.386%
HARBOR CLUB OWNERS ASSOCIATION	-	-	-	13,564,800	3	0.194%
SEAGATE HOMES INC	-	-	-	11,042,277	4	0.158%
THE GRAND CLUB LLC	-	-	-	10,896,445	5	0.155%
MCW-RC-FL-PALM HARBOR LLC	-	-	-	10,754,327	6	0.153%
PALM COAST APARTMENTS LLC	-	-	-	10,427,527	7	0.149%
WAL-MART STORES, INC	-	-	-	9,478,622	8	0.135%
GINN-LA HAMMOCK BEACH LTD LLP	-	-	-	8,905,890	9	0.127%
INTERVEST CONSTRUCTION INC	-	-	-	8,710,496	10	0.124%
	<b>\$ 205,302,234</b>		<b>4.747%</b>	<b>\$ 140,605,717</b>		<b>2.006%</b>

Source: Flagler County Property Appraiser

Schedule 8  
City of Palm Coast, Florida  
Property Tax Levies and Collections,  
Last Ten Fiscal Years

Fiscal Year Ended September 30,	Taxes Levied for the Fiscal Year		Collected Within the Fiscal Year of the Levy		Collections in Subsequent Years (2)	Total Collections to Date	
	Amount	Percentage of Levy (1)	Amount	Percentage of Levy (1)		Amount	Percentage of Levy
2008	20,765,640	96.80	20,101,446	96.80	81,687	20,183,133	97.19
2009	18,164,720	96.46	17,521,094	96.46	117,912	17,639,006	97.11
2010	18,368,637	96.42	17,710,493	96.42	91,121	17,801,614	96.91
2011	15,632,767	96.53	15,090,032	96.53	86,923	15,176,955	97.08
2012	15,534,998	96.43	14,980,925	96.43	99,505	15,080,430	97.07
2013	15,650,967	96.44	15,093,036	96.44	35,983	15,129,019	96.67
2014	15,759,481	96.39	15,190,408	96.39	41,336	15,231,744	96.65
2015	16,523,062	96.45	15,937,197	96.45	37,803	15,975,000	96.68
2016	17,583,231	96.12	16,901,139	96.12	-	16,901,139	96.12
2017	18,449,374	95.83	17,680,005	95.83	-	17,680,005	95.83

Source: Flagler County Property Appraiser

Note:

(1) Taxes are levied on November 1 of each year. Taxes are due by March 31 of the following year. Taxes paid prior to March 31 receive discounts of up to 4%. See Note 1 of the financial statements for more details.

(2) Details relating to collections in subsequent years is unavailable. Subsequent collections have been applied to fiscal years based on an estimate of collections.

Schedule 9  
City of Palm Coast, Florida  
Ratios of Outstanding Debt by Type,  
Last Ten Fiscal Years

Fiscal Year	Governmental Activities				Business-type Activities				Total Primary Government	Taxable Assessed Value of Property	Percentage Taxable Assessed Value of Property	Personal Income (thousands of dollars)	Estimated Population	Percentage of Personal Income (d)	Per Capita (d)
	CDBG Loan	SRF/Bank Loan (c)	Equipment Loan	Utility Revenue Bonds (a)	Utility SRF Loan (b)	Stormwater SRF/Bank Loan (b)	IT Capital Leases								
2008	\$ 99,702	\$ -	\$ -	\$ 140,845,000	\$ 27,939,573	\$ 3,919,270	\$ -	\$ 172,803,545	7,009,877,421	2.47	\$ 2,805,000	74,590	6.16	2,317	
2009	63,552	-	-	138,890,000	28,386,116	6,695,806	-	174,035,474	6,131,965,169	2.84	2,832,191	73,910	6.14	2,355	
2010	25,929	3,770,000	-	135,920,000	25,700,918	13,854,213	252,015	179,523,075	5,248,182,001	3.42	3,071,000	75,180	5.85	2,388	
2011	-	3,570,000	-	132,860,000	24,466,247	15,291,698	447,645	176,635,590	4,466,504,753	3.95	3,229,939	75,617	5.47	2,336	
2012	-	3,360,000	-	127,632,882	23,199,592	14,340,900	273,157	168,806,531	3,891,594,126	4.34	3,516,641	76,450	4.80	2,208	
2013	-	5,055,000	-	142,624,496	21,899,999	13,346,756	191,770	183,118,021	3,646,122,021	5.02	3,673,655	77,068	4.98	2,376	
2014	-	10,289,000	-	140,782,844	20,566,612	12,327,767	197,171	184,163,394	3,690,312,857	4.99	3,763,284	78,046	4.89	2,360	
2015	-	9,666,000	-	136,396,216	19,198,551	11,282,686	118,941	176,662,394	3,892,358,641	4.54	4,230,393	79,821	4.18	2,213	
2016	-	9,025,000	-	89,473,487	62,815,651	10,212,258	50,517	171,576,913	4,129,619,115	4.15	4,380,834	81,184	3.92	2,113	
2017	-	8,365,000	-	86,078,817	81,854,682	9,115,226	33,546	185,447,271	4,324,456,760	4.29	-	82,760	-	2,241	

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements. Population estimates by the Bureau of Economic and Business Research, University of Florida.

(a) The City purchased the local water and wastewater utility on October 30, 2003, issuing revenue bonds to fund the purchase. During fiscal year 2007, the City issued an additional \$49,840,000 in bonds to fund a new water treatment plant. During fiscal year 2013, the City refinanced the 2003 utility revenue bonds, and issued an additional \$21 million in new bond debt.

(b) The City obtained an SRF and bank loans to fund the expansion of the wastewater treatment plant, water distribution infrastructure and stormwater system improvements.

(c) The City obtained a bank loan in the amount of \$4,000,000 during fiscal year 2010 to fund land purchases and improvements in the SR100 CRA. This loan was refinanced during fiscal year 2013, including an additional \$2,088,000 in new loan debt for improvements in the SR100 CRA. During fiscal year 2014, the City refinanced a SR100 CRA interfund loan with a local bank in the amount of \$5,839,000.

(d) Personal income data is for Flagler County. See Demographic and Economic Statistics on page 147 for personal income and population data. Personal income data is not available for 2017.

Schedule 10  
City of Palm Coast, Florida  
Ratios of General Bonded Debt Outstanding,  
Last Ten Fiscal Years

General Bonded Debt Outstanding

Fiscal Year	Local Government Pooled Loan	Total	Taxable Assessed Value of Property		Estimated Population	Per Capita
			Taxable Assessed Value of Property	Percentage Taxable Assessed Value of Property		
2008	-	-	7,009,877,421	-	74,590	-
2009	-	-	6,131,965,169	-	73,910	-
2010	-	-	5,248,182,001	-	75,180	-
2011	-	-	4,466,504,753	-	75,617	-
2012	-	-	3,891,594,126	-	76,450	-
2013	-	-	3,646,122,021	-	77,068	-
2014	-	-	3,690,312,857	-	78,046	-
2015	-	-	3,892,358,641	-	79,821	-
2016	-	-	4,129,619,115	-	81,184	-
2017	-	-	4,324,456,760	-	82,760	-

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements. Population estimates from the Bureau of Economic and Business Research, University of Florida.

Schedule 11  
City of Palm Coast, Florida  
Direct and Overlapping Governmental Activities Debt  
As of September 30, 2017

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable (a)	Estimated Share of Overlapping Debt
<b>Debt repaid with property taxes</b>			
Flagler County General Obligation Bonds, Series 2015	\$ 23,645,000	55.77	\$ 13,187,876
Flagler County Refunding Limited Tax General Obligation Bonds, Series 2016	11,205,000	55.77	6,249,531
Flagler County Limited Tax General Obligation Bonds, Series 2005	-	55.77	-
Flagler County Limited Tax General Obligation Bonds, Series 2009	915,000	55.77	510,337
<b>Other debt</b>			
Flagler County School Board District Certificates of Participation	54,565,000	49.16	26,825,944
Flagler County School Board District State School Bonds	690,000	49.16	339,227
Flagler County School Board District Revenue Bonds	1,670,000	49.16	821,027
Flagler County Tourist Development Revenue Bonds, Series 2017	560,000	55.77	312,337
Flagler County Notes Payable	5,704,959	55.77	3,181,911
Flagler County Refunding Capital Improvement Revenue Bonds, Series 2016	41,010,000	55.77	22,873,115
Subtotal, overlapping debt			74,301,304
<b>City Direct Debt</b>			<u>8,365,000</u>
<b>Total Direct and overlapping debt</b>			<u><u>\$ 82,666,304</u></u>

**Sources:** Assessed value data used to estimate applicable percentages provided by the Flagler County Property Appraiser. Debt outstanding data provided by each governmental unit.

**Note:** Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of Palm Coast. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt of each overlapping government.

(a) For debt repaid with property taxes, the percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of another governmental units' taxable value that is within the City's boundaries and dividing it by each unit's total taxable assessed value. This same formula is used for other overlapping debt.

**Schedule 12**  
**City of Palm Coast**  
**Legal Debt Margin Information,**  
**Last Ten Fiscal Years**

The Constitution of the State of Florida,  
Florida Statutes 200.181 and the City of Palm Coast Charter  
sets no legal debt margin

Schedule 13  
City of Palm Coast, Florida  
Pledged-Revenue Coverage,  
Last Ten Fiscal Years

Utility Revenue Bonds									
Fiscal Year	Utility Service Charges (1)	Less: Operating Expenses (2)	Stabilization Transfers To/(From) (3)	Net Available Revenue	Debt Service		Coverage	Rate	
					Principal	Interest			
2008	\$ 24,925,712	\$ 16,496,688	\$ -	\$ 8,429,024	\$ 1,920,000	\$ 4,329,873	1.35		
2009	28,044,523	16,743,299	-	11,301,224	1,955,000	6,445,164	1.35		
2010	28,132,136	17,170,763	(10,200,000)	21,161,373	2,970,000	6,352,364	2.27		
2011	29,245,334	15,614,566	-	13,630,768	3,060,000	6,248,459	1.46		
2012	29,586,299	15,064,742	-	14,521,557	3,170,000	6,136,499	1.56		
2013	30,735,592	15,218,533	-	15,517,059	3,280,000	6,024,895	1.67		
2014	33,943,464	15,431,565	4,000,000	14,511,899	1,245,000	6,128,106	1.97		
2015	35,444,145	15,651,053	1,000,000	18,793,092	3,805,000	5,975,906	1.92		
2016	37,487,422	16,636,758	-	20,850,664	4,801,000	5,308,376	2.06		
2017	38,188,199	18,384,360	-	19,803,839	2,870,000	5,269,070	2.43		

**Note:** Details regarding the City's outstanding debt can be found in the notes to the financial statements. The City purchased the local water and wastewater utility on October 30, 2003, issuing revenue bonds to fund the purchase.

(1) Gross revenues include operating revenue of the system and interest earnings. Interest earnings from construction funds are excluded.

(2) Operating expenses include operating and administrative expenses of the system.

(3) Transfers to the rate stabilization account decrease net revenues, and transfers from the rate stabilization account increase net revenues, per the bond resolution.

Schedule 14  
City of Palm Coast, Florida  
Demographic and Economic Statistics,  
Last Ten Calendar Years

Calendar Year	Population	Personal Income (a) (thousands of dollars)	Per Capita Personal Income (a)	School Enrollment	Unemployment Rate
2007	70,376	2,731,000	30,973	12,800	4.40%
2008	74,590	2,878,868	30,746	12,738	4.20%
2009	73,910	2,832,191	30,912	13,082	6.50%
2010	75,180	3,071,000	32,009	12,832	11.80%
2011	75,617	3,229,939	33,170	13,100	15.70%
2012	76,450	3,516,641	35,753	12,768	14.10%
2013	77,068	3,673,655	36,753	12,733	12.10%
2014	78,046	3,763,284	36,748	12,671	7.40%
2015	79,821	4,230,393	40,140	12,788	6.20%
2016	82,760	4,380,834	40,447	12,855	5.50%

**Sources:** Population estimates by the Bureau of Economic and Business Research, University of Florida. Personal income data per the U.S. Bureau of Economic Analysis. School enrollment data is from the Flagler County School Board. Unemployment rates are from the Bureau of Labor Statistics.

(a) Personal income data is for Flagler County.

Schedule 15  
 City of Palm Coast, Florida  
 Principal Employers,  
 Current Year and Nine Years Ago

Employer	2017			2008		
	Employees	Rank	Percentage of Total County Employment (a)	Employees	Rank	Percentage of Total County Employment (a)
Flagler County Schools	1,750	1	4.29%	1,800	1	5.64%
Florida Hospital-Flagler	1,057	2	2.59%	645	3	2.02%
Sea Ray Boats	740	3	1.81%	-	-	-
Palm Coast Data	721	4	1.77%	976	2	3.06%
Publix Supermarkets	690	5	1.69%	466	5	1.46%
Hammock Beach Resort	467	6	1.14%	-	-	-
City of Palm Coast	399	7	0.98%	392	6	1.23%
Bloomin' Brands	290	8	0.71%	-	-	-
Flagler County	372	9	0.91%	-	-	-
Flagler County Sheriff's Office	270	10	0.66%	-	-	-
Walmart Stores	-	-	-	575	4	1.80%
Albertson's	-	-	-	125	8	0.39%
Kanthal Palm Coast	-	-	-	105	10	0.33%
Grand Oaks Health & Rehabilitation	-	-	-	200	7	0.63%
FAA - Center for Management Dev.	-	-	-	115	9	0.36%
<b>Total</b>	<b>6,756</b>		<b>16.55%</b>	<b>5,399</b>		<b>16.92%</b>

Source: Flagler County Chamber of Commerce, Florida Research and Economic database for civilian workforce, and Career Source.

Note:

(a) Statistics relating to total city employment are unavailable. The City of Palm Coast represents approximately 70% of the total population of Flagler County.

Schedule 16

City of Palm Coast, Florida

Full-time-Equivalent City Government Employees by Function/Program,

Last Ten Fiscal Years

Full-time-Equivalent Employees as of September 30,

Function/Program	2008 (a)	2009	2010	2011 (b)	2012	2013	2014	2015	2016	2017
General Government	22	22	15	15	15	13	15	15	15	15
City Administration	1	1	1	1	1	1	1	1	1	1
City Attorney	-	-	-	1	1	2	1	2	2	2
City Clerk	-	-	-	1	1	1	1	1	1	1
Financial Services	14	9	8	8	8	8	8	8	8	9
Information Tech & Communications	15	15	12	-	-	-	-	-	-	-
Community Development	60	17	16	40	40	41	42	42	40	40
Building and Code Enforcement	-	45	41	-	-	-	-	-	-	-
Fire	58	67	66	62	62	59	59	58	58	58
Law Enforcement	1	1	-	-	-	-	-	-	-	-
Streets and Facilities	43	64	54	59	59	65	65	68	67	70
Engineering	18	17	9	7	7	6	6	4	-	-
Construction Management & Engineering	-	-	-	-	-	-	-	-	-	16
Recreation and Athletics	31	27	19	19	19	20	20	20	21	21
Water and Wastewater Utility (1)	106	116	113	115	115	118	118	121	120	125
Stormwater Management (2)	16	30	37	30	30	30	30	32	27	27
Golf Course	1	-	-	-	-	-	-	-	-	-
Building Permits	-	-	-	15	15	14	15	17	17	17
Information Technology	-	-	-	13	13	11	11	11	11	11
Tennis Center	3	3	3	-	-	-	-	-	-	-
Fleet Management	3	3	3	3	3	4	4	6	6	7
Facilities Management	-	-	-	-	-	-	-	-	4	2
<b>Total</b>	<b>392</b>	<b>437</b>	<b>397</b>	<b>388</b>	<b>388</b>	<b>392</b>	<b>396</b>	<b>405</b>	<b>413</b>	<b>424</b>

Source: City Budget

Notes: A full-time employee is scheduled to work 2,080 hours per year, including vacation and sick leave. Fire employees (not including administrative positions) are scheduled to work 2,756 hours per year, including vacation and sick leave. Full-time-equivalent employment is calculated by dividing total labor hours by 2,756 for Fire, and 2,080 for all other employees.

(1) The City purchased the local water and wastewater utility on October 30, 2003.

(2) The City and the Palm Coast Community Service Corporation (PCCSC) merged during fiscal year 2005 creating the Stormwater Management department.

(a) General government departments and functions were reorganized for the year ended September 30, 2008.

(b) Building Permits and Information Technology were established as enterprise funds. Code Enforcement merged with Community Development. The Tennis Center was contracted to a management company.

Schedule 17  
City of Palm Coast, Florida  
Operating Indicators by Function/Program,  
Last Ten Fiscal Years

Function/Program	Fiscal Year									
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
General Government										
Building Permits Issued	203	132	127	96	108	248	340	359	484	880
Residential	100	17	26	15	12	145	370	531	114	50
Commercial	4,991	5,609	5,260	5,410	6,743	7,351	6,753	8,239	9,269	13,520
Other	5,294	5,758	5,413	5,521	6,863	7,744	7,463	9,129	9,867	14,450
Total	18,503	17,488	16,006	16,441	15,989	19,012	25,040	18,258	28,912	37,744
Building Inspections										
Code Violations	19,789	18,775	23,749	21,261	23,201	22,287	19,123	17,632	16,135	17,079
Total Code Violations	14,335	13,028	16,500	19,995	22,907	20,671	18,516	17,321	15,473	16,677
Code Violations Cleared	\$ 140	\$ 143	\$ 125	\$ 105	\$ 143	\$ 104	\$ 118	\$ 125	\$ 129	\$ 145
Expenditures per Cleared Violation										
Fire and Rescue										
Total Fire Calls (6)	170	222	186	278	213	179	149	185	166	737
Total EMS Calls	4,501	4,860	5,404	5,300	5,365	5,503	5,760	6,192	6,204	6,873
% Responses under 5 Minutes (5)	61%	56%	61%	55%	56%	42%	41%	38%	-	-
% Responses under 7 Minutes (5)	-	-	-	-	-	-	-	-	66%	61%
Public Works										
Refuse Collection (Annual Tons)	34,137	31,580	31,134	30,144	31,316	26,300	27,077	28,481	32,058	32,981
Recycle Collection (Annual Tons)(3)	3,857	3,969	3,982	3,960	4,038	4,840	5,857	11,453	5,188	5,037
Street Rehabilitation (Expenditures per capita)	\$ 49	\$ 55	\$ 52	\$ 70	\$ 66	\$ 68	\$ 70	\$ 68	\$ 69	\$ 72
Potholes Repaired	1,210	350	86	24	36	65	61	39	38	40
Parks and Recreation										
Developed Park Acres/1000 population	3.53	4.41	5.05	4.84	4.60	4.52	6.82	9.48	9.33	9.15
Recreation Program Expenditures/1000 population(4)	\$ 22,002	\$ 13,544	\$ 12,263	\$ 16,397	\$ 17,353	\$ 13,538	\$ 16,989	\$ 40,481	\$ 40,762	\$ 37,762
Total Recreation Revenues/1000 population(4)	\$ 3,504	\$ 3,769	\$ 2,145	\$ 2,271	\$ 2,277	\$ 2,152	\$ 2,153	\$ 20,554	\$ 20,741	\$ 19,061
Engineering and Stormwater (1)										
Freshwater Canal Maintenance - 100% Annual Service Required	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Existing Swale Service - 2% of Existing Swales Regraded Annually	2%	2%	6%	-	-	-	-	5%	4%	4%
Hazardous Drainage Conditions Resolved - 100% Repaired in 24 Hours	-	-	85.70%	100%	100%	100%	100%	100%	100%	100%
Water (2)										
New Connections	1,603	1,599	481	201	229	114	163	525	618	715
Peak Daily Water Demand (Million gallons per day)	11.33	10.9	10.4	10.1	9.7	11.1	9.4	9.4	10.25	9.22
Wastewater (2)										
Peak Daily Wastewater Treated (Million gallons per day)	6.38	10.62	6.9	11.8	6.83	6.83	6.83	6.83	6.83	7.14

Sources: Various City departments

Notes:

- (1) The City and the Palm Coast Community Service Corporation (PCCSC) merged during fiscal year 2005 creating the Stormwater Management department.
- (2) The City purchased the local water and wastewater utility on October 30, 2003.
- (3) Starting in 2015, yard waste is being recycled and included in these totals.
- (4) Starting in 2015, the golf course and tennis center were merged with the Parks and Recreation Department.
- (5) Starting in 2016 the response time reporting has been changed from 5 minutes to 7 minutes.
- (6) Starting in 2017 the Fire calls include all fire related calls.

Schedule 18  
City of Palm Coast, Florida  
Capital Asset Statistics by Function/Program,  
Last Ten Fiscal Years

Function/Program	Fiscal Year									
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Fire and Rescue										
Stations	3	5	5	5	5	5	5	5	5	5
Apparatus	15	15	17	16	20	20	20	20	20	20
Public Works										
Streets (miles)	1,102	1,102	1,138	1,169	1,169	1,169	1,169	1,169	1,169	1,176
Traffic Signals	43	47	47	50	52	52	54	50	53	53
Fleet Size	301	283	246	242	235	235	241	215	220	231
Parks and Recreation										
Acreage	672	746	746	1,278	1,265	1,265	1,275	1,275	1,275	1,275
Playgrounds	6	7	7	7	8	8	8	8	8	8
Athletic Fields	16	22	19	20	20	20	22	25	22	25
Community Centers	1	1	1	1	1	1	1	1	1	1
Stormwater (1)										
Swales (miles)	1,200	1,200	1,200	1,100	1,100	1,100	1,200	1,222	1,222	1,222
Drainage ditches (miles)	150	150	150	154	154	154	154	154	172	172
Canals (miles)	80	80	80	84	84	84	84	84	84	84
Water control structures	19	19	19	31	31	31	31	31	31	31
Water (2)										
Water Mains (miles)	648	679	679	714	714	714	714	716	721	721
Fire Hydrants	3,455	3,717	3,772	3,772	3,784	3,784	3,780	3,805	3,826	3,826
Capacity (millions of gallons per day)	12.38	15.38	15.38	15.38	15.38	15.38	15.38	15.38	15.38	15.38
Wastewater (2)										
Sewers (miles)	560	613	613	613	620	620	622	623	633	633
Treatment Capacity (millions of gallons per day)	6.83	6.83	6.83	6.83	6.83	6.83	6.83	6.83	6.83	6.83

Sources: Various City departments

Notes:

- (1) The City and the Palm Coast Community Service Corporation (PCCSC) merged during fiscal year 2005 creating the Stormwater Management department.
- (2) The City purchased the local water and wastewater utility on October 30, 2003.



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## **OTHER REPORTS**



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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF  
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Honorable Mayor, City Council, and City Manager,  
City of Palm Coast, Florida:

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Palm Coast, Florida as of and for the year ended September 30, 2017, and related notes to the financial statements, which collectively comprise the City of Palm Coast, Florida's basic financial statements and have issued our report thereon dated March 5, 2018.

***Internal Control over Financial Reporting***

In planning and performing our audit of the financial statements, we considered the City of Palm Coast, Florida's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Palm Coast, Florida's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Palm Coast, Florida's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

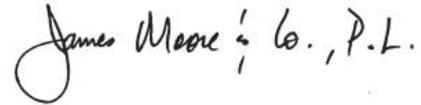
Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### ***Compliance and Other Matters***

As part of obtaining reasonable assurance about whether the City of Palm Coast, Florida's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive style with a large initial 'J'.

Daytona Beach, Florida  
March 5, 2018

**CITY OF PALM COAST, FLORIDA  
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED SEPTEMBER 30, 2017**

<u>Federal Agency, Pass-Through Entity</u>	<u>CFDA Number</u>	<u>Contract / Grant Number</u>	<u>Program Award Amount</u>	<u>Program Expenditures</u>
<b>FEDERAL AWARDS</b>				
<b>U.S. Department of Housing and Urban Development</b>				
Direct:				
Community Development Block Grants (CDBG - Entitlement Grants Cluster)	14.218	B-12-MC-12-0060	331,338	\$ 282,736
<b>U.S. Department of Environmental Protection</b>				
Passed Through Florida Department of Environmental Protection:				
Capitalization Grants for Clean Water State Revolving Funds (Clean Water State Revolving Fund Cluster)	66.458	CS12000116-0 / WW180420	30,100,000	<u>21,935,666</u>
<b>U.S. Department of Transportation</b>				
Passed Through Florida Department of Transportation:				
Highway Planning and Construction	20.205	G0064	1,190,000	45,400
Highway Planning and Construction	20.205	G0744	535,428	370,405
Total Department of Transportation (Highway Planning and Construction Cluster)				<u>415,805</u>
<b>U.S. Department of Homeland Security - Federal Emergency Management Agency</b>				
Passed through State of Florida, Division of Emergency Management				
Disaster Grants - Public Assistance Hurricane Matthew Declaration	97.036	17-PA-U5-04-28-01-080	3,109,045	3,750
<b>Total Expenditures of Federal Awards</b>				<u><u>\$ 22,637,957</u></u>

The accompanying notes to the schedule of expenditures of federal awards are an integral part of this schedule.

**CITY OF PALM COAST, FLORIDA**  
**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2017**

(1) **Basis of Presentation:**

The accompanying Schedule of Expenditures of Federal Awards includes federal awards activity of the City of Palm Coast, Florida. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

(2) **Summary of Significant Accounting Policies:**

Expenditures reported on the schedule are reported on the accrual basis of accounting. Such expenditures are recognized following, as applicable, either the cost principles in OMB Circular A-87, or the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Pass-through entity identifying numbers are presented where available.

No amounts were passed through to subrecipients during the fiscal year ended September 30, 2017.

(3) **De Minimis Indirect Cost Rate Election:**

City of Palm Coast, Florida did not elect to use the 10% de minimis indirect cost rate as covered in §200.414, *Indirect (F&A) costs*, of the Uniform Guidance.

(4) **Deferred FEMA Expenditures:**

During the fiscal year ended September 30, 2017, the City incurred substantial costs related to Hurricane Matthew and Hurricane Irma. Per the OMB Compliance Supplement, any reimbursements from the Federal Emergency Management Agency (FEMA) under CFDA 97.036 are not to be recognized as expenditures for purposes of the Schedule of Expenditures of Federal Awards until the respective Project Worksheets (PW) have been approved. At September 30, 2017, only \$3,750 of the City of Palm Coast, Florida's PWs from these storms had been approved by FEMA. \$3,749,938 of expenditures and the related revenues have been recorded for financial statement purposes and will be recognized on the Schedule of Expenditures of Federal Awards in future years once approved by FEMA.

**CITY OF PALM COAST, FLORIDA  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS – FEDERAL AWARD PROGRAMS  
FOR THE YEAR ENDED SEPTEMBER 30, 2017**

**I. Summary of Auditors' Results:**

***Financial Statements:***

Type of audit report issued on the financial statements: *Unmodified*

Internal control over financial reporting:

Material weakness(es) identified? \_\_\_\_\_ yes   X   no

Significant deficiency(ies) identified? \_\_\_\_\_ yes   X   none reported

Noncompliance material to financial statements noted? \_\_\_\_\_ yes   X   no

***Federal Awards:***

Internal control over major Federal programs:

Material weakness(es) identified? \_\_\_\_\_ yes   X   no

Significant deficiency(ies) identified? \_\_\_\_\_ yes   X   none reported

Type of auditor's report issued on compliance for major Federal programs: *Unmodified*

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? \_\_\_\_\_ yes   X   no

Identification of major Federal programs:

CFDA Number	Program Name
66.458	Capitalization Grants for Clean Water State Revolving Funds
Dollar threshold used to distinguish between type A and type B Federal programs: <span style="float: right;"><u>\$750,000</u></span>	
Auditee qualified as low-risk auditee? <span style="float: right;"><u>  X  </u> yes    _____ no</span>	

**II. Financial Statement Findings:**

No financial statement findings were noted.

**III. Federal Programs Findings and Questioned Costs:**

None.

**IV. Prior Audit Findings:**

None.

**V. Corrective Action Plan:**

No corrective action plan as there were no findings for the year ended September 30, 2017.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM  
AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH  
THE UNIFORM GUIDANCE**

To the Honorable Mayor, City Council, and City Manager,  
City of Palm Coast, Florida:

**Report on Compliance for Each Major Federal Program**

We have audited the City of Palm Coast, Florida's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2017. The City of Palm Coast, Florida's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

***Auditors' Responsibility***

Our responsibility is to express an opinion on compliance for each of the City of Palm Coast, Florida's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City of Palm Coast, Florida's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City of Palm Coast, Florida's compliance.

121 Executive Circle  
Daytona Beach, FL 32114-1180  
Telephone: 386-257-4100

133 East Indiana Avenue  
DeLand, FL 32724-4329  
Telephone: 386-738-3300

5931 NW 1st Place  
Gainesville, FL 32607-2063  
Telephone: 352-378-1331

2477 Tim Gamble Place, Suite 200  
Tallahassee, FL 32308-4386  
Telephone: 850-386-6184

### ***Opinion on Each Major Federal Program***

In our opinion, the City of Palm Coast, Florida complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2017.

### **Report on Internal Control over Compliance**

Management of the City of Palm Coast, Florida is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City of Palm Coast, Florida's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City of Palm Coast, Florida's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Daytona Beach, Florida  
March 5, 2018

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive style with a large initial "J" and a stylized "M".

**MANAGEMENT LETTER OF INDEPENDENT AUDITORS  
REQUIRED BY CHAPTER 10.550, RULES OF THE AUDITOR GENERAL**

To the Honorable Mayor, City Council, and City Manager,  
City of Palm Coast, Florida:

**Report on the Financial Statements**

We have audited the basic financial statements of the City of Palm Coast, Florida, as of and for the fiscal year ended September 30, 2017, and have issued our report thereon dated March 5, 2018.

**Auditors' Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General.

**Other Reports and Schedule**

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors' Report on Compliance for each Major Federal Program and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated March 5, 2018, should be considered in conjunction with this management letter.

**Prior Audit Findings**

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to address all findings and recommendations made in the preceding annual financial audit report.

**Official Title and Legal Authority**

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The City of Palm Coast,

Florida was incorporated on December 31, 1999 under Chapter 99-448, Laws of the State of Florida. There are no component units related to the City as of September 30, 2017.

### **Financial Condition and Management**

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and report the results of our determination as to whether or not City of Palm Coast, Florida has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the City of Palm Coast, Florida did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the City of Palm Coast, Florida's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

### **Annual Financial Report**

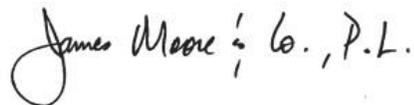
Sections 10.554(1)(i)5.b. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and report the results of our determination as to whether the annual financial report for the City of Palm Coast, Florida for the fiscal year ended September 30, 2017, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2017. In connection with our audit, we determined that these two reports were in agreement.

### **Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

### **Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, City Council, others within the City, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.



Daytona Beach, Florida  
March 5, 2018

**INDEPENDENT ACCOUNTANTS' EXAMINATION REPORT**

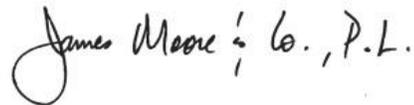
To the Honorable Mayor, City Council, and City Manager,  
City of Palm Coast, Florida:

We have examined City of Palm Coast, Florida's (the City) compliance with Section 218.415, Florida Statutes, *Local Government Investment Policies*, for the year ended September 30, 2017. Management is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied with Section 218.415, Florida Statutes, *Local Government Investment Policies*, for the year ended September 30, 2017, in all material respects. An examination involves performing procedures to obtain evidence about the City's compliance with those requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of risks of material noncompliance with those requirements, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

In our opinion, the City complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2017.

Daytona Beach, Florida  
March 5, 2018





# city of PALM COAST

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3700

## AFFIDAVIT OF IMPACT FEE COMPLIANCE

The City of Palm Coast, Florida has complied with Section 163.31801, Florida Statutes, regarding accounting and reporting if impact fee collections and expenditures.

Jim Landon, City Manager

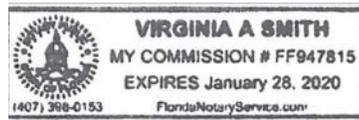
Helena Alves, Finance Director

STATE OF FLORIDA  
COUNTY OF FLAGLER

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Jim Landon, City Manager and Helena Alves, Finance Director, whom I personally know and whom executed the foregoing instrument and acknowledged before me, that he executed the same.

WITNESS, my hand and official seal in the County and State last aforesaid this 6<sup>th</sup> day of March 2018.

Virginia A. Smith  
Notary Public - State of Florida



# City of Palm Coast, Florida Agenda Item

Agenda Date : 03/20/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	2730	<b>Account</b>
		<b>#</b>
<b>Subject</b>	SR 100 COORIDOR COMMUNITY REDEVELOPMENT AGENCY RESOLUTION 2018-XX APPROVING THE PURCHASE AND SALE OF 178 MIDWAY DRIVE FROM CHARLOTTE HAYDEN	
<p><b>This item will be considered by both the SR 100 CRA Board and the City Council.</b></p> <p><b>UPDATED BACKGROUND FROM THE CITY COUNCIL'S MARCH 13, 2018 WORKSHOP</b> This item is for the SR 100 Corridor Community Redevelopment Agency's Board to approve. City Council heard this item at their March 13, 2018 Workshop. This item takes CRA Board approval prior to City Council approval.</p> <p><b>ORIGINAL BACKGROUND FROM THE CITY COUNCIL'S MARCH 13, 2018 WORKSHOP</b> The State Road 100 Corridor Community Redevelopment Area (SR 100 CRA) was created in 2004 as a measure to assist the City of Palm Coast in its efforts to encourage investment, economic development, and redevelopment in the State Road 100 Corridor area.</p> <p>Redevelopment is necessary to create the community envisioned by the City's citizens, merchants, and visitors. The SR 100 CRA Plan outlines two target areas for redevelopment. These areas, Midway and Whispering Pines, are antiquated subdivisions with no existing infrastructure except for dirt driveways. The SR 100 CRA has acquired many of these properties as part of an overall strategy to eliminate or reduce blight in the area and aggregate property for future redevelopment.</p> <p>With City Council direction, City staff have been actively pursuing developer and retail partners to stimulate redevelopment along Bulldog Drive. On August 4, 2016, City staff issued a Request for Proposals for a redevelopment opportunity along Bulldog Drive (#RFP-CM-16-01). The City received one response from Unicorp National Development, Inc. (Unicorp). The City entered into a Public-Private Partnership to undertake the redevelopment outlined in Unicorp's response. The approved agreement is divided into two phases. Phase 1 includes a Wawa gas and convenience store. Consistent with the approved agreement, Unicorp recently closed on Phase 1, which resulted in revenue to the SR100 CRA and the Shumate parcel was transferred to the City. The Shumate parcel was purchased by Unicorp for \$100,500, or approximately \$13/square foot.</p> <p>During the Unicorp land use approval process, Ms. Charlotte Hayden approached the City and offered to sell her property consistent with recent per square foot value of the Shumate parcel. The negotiated contract price is \$201,000, which results in an approximately \$13/square foot valuation. As part of the negotiations with Ms. Hayden, a leaseback at no cost for two months is included to allow Ms. Hayden time to relocate. After two months, the rent is \$1,500 per month with escalation on a month-to-month basis to ensure that the property is vacated in a timely manner and redevelopment can be pursued.</p>		

Acquiring the Hayden property will accomplish the redevelopment goals of eliminating slum and blight, reduce potential future conflicts between residential and non-residential uses, and assemble the last remaining parcels to accomplish the redevelopment contemplated in Phase 2. In addition, the contract price is consistent with the most recent real estate transaction. If approved, City staff will use the revenues from the Unicorp transaction to purchase the Hayden property.

**Recommended Action :**

ADOPT SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AREA RESOLUTION 2018-XX APPROVING THE CONTRACT FOR PURCHASE AND SALE OF 178 MIDWAY DRIVE, PALM COAST WITH MS. CHARLOTTE HAYDEN

**CRA RESOLUTION 2018-\_\_\_\_\_  
CONTRACT FOR SALE AND PURCHASE  
178 MIDWAY DRIVE**

**A RESOLUTION OF THE CITY OF PALM COAST COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE CONTRACT FOR 178 MIDWAY DRIVE WITH CHARLOTTE HAYDEN, IN THE AMOUNT OF \$201,000.00; AUTHORIZING THE MAYOR, ACTING AS THE CRA CHAIRMAN TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Charlotte Hayden (hereafter known as the "Property Owner") has expressed a desire to sell the property located at 178 Midway Drive, to the CRA of the City of Palm Coast; and

WHEREAS, the CRA of the City of Palm Coast desires to contract with the property owner for the above referenced purchase.

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

**SECTION 1. APPROVAL OF CONTRACT FOR SALE AND PURCHASE.** The CRA hereby approves the terms and conditions of the Contract with the Property Owner as attached hereto and incorporated herein by reference as Exhibit "A" in the amount of \$201,000.00.

**SECTION 2. DELEGATION OF AUTHORITY.** The Mayor, acting as the CRA Chairman, 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 become effective immediately from and after its passage, as the law and charter in such cases provide

**DULY PASSED** and approved by the Community Redevelopment Agency of the City of Palm Coast, Florida on this the 20<sup>th</sup> day of March 2018.

**SR 100 CORRIDOR COMMUNITY  
REDEVELOPMENT AGENCY  
PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, CHAIRMAN

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

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

Attachment:

Exhibit "A" – Contract for Sale and Purchase of Property from Charlotte Hayden

## CONTRACT FOR PURCHASE AND SALE

THIS CONTRACT FOR PURCHASE AND SALE ("**Contract**") is made by and between **CHARLOTTE M. HAYDEN**, a single person (hereinafter referred to as "**Seller**"), with a principal address of 178 Midway Drive, Palm Coast, FL 32164 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 is described as follows:

Lots 49 and 50, Midway Park Subdivision, First Addition, a subdivision according to the Plat thereof, recorded in Plat Book 5, Page 51, Public Records of Flagler County, Florida.

Seller may remove any of the appliances and home furnishings from the mobile home, which property must be removed upon termination of the lease referenced in paragraph 5.15 below.

### ARTICLE II - PURCHASE PRICE

**Purchase Price.** The purchase price (the "**Purchase Price**") for the Property shall be Two Hundred One Thousand and 00/100 (\$201,000.00).

### 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 May 1<sup>st</sup>, 2018.

### 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 purchase price, 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.

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.** Title insurance premium, state documentary tax for the Deed, and the cost of recording all corrective documents needed to complete the transaction shall be borne by Seller. Buyer shall pay for recording the Deed and all fees and expenses arising from or associated with the simultaneous issuance of a lender's title insurance commitment and policy, if any, and any and all endorsements to such policy required by its lender.

4.8. **Reserved.**

4.9. **Proration of Taxes; Real and Personal.** 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 proration shall survive the Closing.

The Title Agent shall ensure compliance with Florida Statute 196.295 at settlement, and Buyer shall be responsible for any real and personal property taxes billed with respect to the Property after 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 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 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: Charlotte M. Hayden  
178 Midway Drive  
Palm Coast, FL 32164

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 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.

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 public purposes. Buyer reserves the right to make modifications to the Intended Use as Buyer reasonably deems appropriate.

5.5. **Reserved.**

5.6. **Brokerage.** The Seller hereby represents that it has engaged **Real Estate Services of Palm Coast** (“Seller’s Broker”) with respect to the transaction contemplated herein, and Seller agrees to pay a brokerage fee to the Seller’s Broker in the amount of 3% of the Purchase Price. Buyer represents that it has not dealt with or engaged a broker with respect to this transaction. 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, with the exception of the Seller’s Broker.

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

5.8. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

5.9. **Assignment.** Buyer shall have the right to assign its rights and privileges under this Contract to any entity which controls, is controlled by or under common control with Buyer; provided, however, that such assignment shall not relieve Buyer of any obligations hereunder.

5.10. **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.

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

5.12. **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.

5.13. **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.

5.14. **Property Inspection.** Seller shall, upon reasonable notice, provide utilities service and access to the property for appraisal and inspection, including walk-through prior to Closing. Seller will assign all assignable repair and treatment contracts and warranties to Buyer at closing. Seller agrees to repair any holes or damage done to the real property prior to Closing. Except as provided in Section 5.15, Seller agrees to deliver the Property in a clean condition and free of all personal property.

5.15. **Removal of Personal Property.** Seller shall deliver exclusive possession of the Property, vacant of all persons, and clean of debris at Closing. All hazardous chemicals must be removed from the Property prior to Closing. All personal property, including automobiles, trucks, boats, parts of vehicles, and any and all debris, shall be removed from the Property at Seller's expense, prior to Closing. Seller is responsible for obtaining any necessary demolition permits prior to removing property and fixtures. Any and all such desired property and fixtures must be removed by Seller prior to Closing. Seller agrees that only Seller, or an entity/person under direct contract with Seller, is authorized to remove items from Property.

5.16. **Leaseback.** Seller agrees to leaseback the Property from Buyer, said lease to be entered into contemporaneously with the passing of title under this Agreement. The lease is to be for a term of not more than 60 days at a net rental of \$0.00 per month, increasing monthly, and in the form attached as **Exhibit "A"**. The parties agree that such leaseback constitutes an important element of consideration of this Agreement.

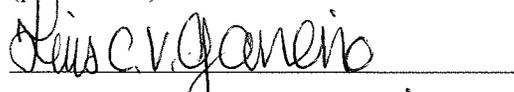
At Closing, Seller shall provide the Buyer with proof of liability and property damage insurance and shall list the City of Palm Coast as an additional insured.

**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:*



Pauline Campochiaro  
(print name)



Luis C. V. Janeiro  
(print name)

**SELLER:**

  
CHARLOTTE M. HAYDEN

Date: 2-17-18

*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"  
[FORM – RESIDENTIAL LEASE]

**RESIDENTIAL LEASE**

**THIS LEASE AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **CITY OF PALM COAST**, a Florida municipal corporation, with a principal address of 160 Lake Avenue, Palm Coast, FL 32164, hereinafter called "LESSOR," and **CHARLOTTE M. HAYDEN**, hereinafter called "LESSEE," whose address is 178 Midway Drive, Palm Coast, FL 32164.

W I T N E S S E T H:

(1) **PREMISES.** In consideration of the rents, covenants and agreements hereinafter made, reserved and contained on the part of LESSEE to be observed and performed, the LESSOR leases to the LESSEE and LESSEE rents from LESSOR the premises located at 178 Midway Drive, Palm Coast, FL 32164, and more particularly described in Exhibit "A" attached hereto, sometimes herein referred to as the "**Premises.**"

(a) LESSEE has inspected and takes the Premises in "As Is" condition and subject to the existing zoning, use and occupancy regulations currently in existence. LESSOR shall not be responsible for any latent defect or change of condition of the Premises.

(2) **TERM.** The term of this lease, and LESSEE's obligation to pay rent, shall commence from the date of closing on the Contract for Purchase and Sale and Leaseback between the parties, and shall be on a month-to-month basis not to exceed 60 days from the effective date. Upon the termination date, Lessee must vacate the Premises, unless the parties mutually agree to extend the lease on a month by month basis.

(3) **RENT.** The Lessee covenants and agrees to pay to Lessor at such place as Lessor may, in writing, from time to time designate, rent in lawful money of the United States for the Premises, a guaranteed and fixed monthly rental of **\$0.00** per month for the first two months. If the parties mutually agree to extend the Lease, for the third month, the rent will be a guaranteed and fixed monthly rental of **\$1,500.00** per month. The rent will increase by 10% every month after that third month as long as Lessee resides on the Premises.

(4) **TAXES.** The LESSEE covenants and agrees to pay for the annual ad valorem property taxes on the Premises, and all state, city and county taxes and assessments that may be assessed on the Premises.

(5) **USE.** The Premises shall be used as a private single family dwelling. LESSEE shall not permit said Premises to be used for any unlawful purpose and shall at all times comply with the laws and rules and regulations of the applicable governmental bodies and fire inspection and rating bureaus relating to the use of said premises, including sidewalks, alleys, and streets adjoining.

(6) MAINTENANCE. Lessee will, at its sole expense, keep and maintain the premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Lessee shall:

- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of LESSOR;
- (g) Keep all air conditioning filters clean and free from dirt;
- (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Lessee shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Lessee;
- (i) Lessee's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- (l) Abide by and be bound by any and all rules and regulations affecting the Premises which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them, if any.

(7) MECHANIC'S LIENS. LESSEE shall not have nor shall anyone claiming by, through, or under LESSEE have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever upon said Premises or upon any building or improvement thereon, or upon the leasehold interest of LESSEE therein, nor shall anyone furnishing any material, service, or labor for any building improvements, alterations, repairs, or any part thereof, at any time be or become entitled to any lien thereon.

(8) UTILITIES. The LESSEE shall pay for all utilities, including water, gas, electricity, and sewerage, and also for trash and garbage removal, as imposed by governmental authorities, and shall pay for the cost of fuel for heating and the cost of power and refrigerant for air conditioning. LESSEE shall shut-off all utilities prior to vacating the premises.

(9) BANKRUPTCY OR INSOLVENCY. If any time during the term of this lease, or any extensions thereof, a voluntary case is commenced by the LESSEE, or an involuntary case is

commenced with respect to the LESSEE, under the bankruptcy laws of the United States of America, and such case shall not be dismissed within sixty (60) days from the date of such commencement, then, at the option of the LESSOR, the commencement of either such case shall be deemed to constitute a breach of this Lease by the LESSEE. The LESSOR, at its election, may terminate this Lease in the event of occurrence of such case by giving not less than five (5) days written notice to the LESSEE or to the assignee or to the trustee or to such other person appointed pursuant to an order of the court, and thereupon the LESSOR may re-enter the Premises and this Lease shall not be treated as an asset of LESSEE's estate. However, the LESSOR shall be entitled to exercise all available rights and remedies and to recover from the LESSEE all monies that may be due or become due, including damages resulting from the breach of the terms of this Lease by the LESSEE.

(10) INSPECTION OF AND ACCESS TO PREMISES. LESSOR, its agents and employees, shall have the right, at all reasonable times, to enter the Premises or any part thereof to inspect and examine same and for the purpose of making any repairs to or within the Premises which the LESSOR has agreed to make under the terms of this lease, and/or which the LESSOR deems advisable to make in order to preserve and/or maintain the Premises.

(11) INDEMNIFICATION OF LESSORS. LESSEE shall pay to LESSOR all costs and expenses incurred in the enforcement of any of the provisions of this Lease, including reasonable attorneys' fees.

(12) LIABILITY INSURANCE. LESSOR requires LESSEE to obtain renter's insurance to protect from loss or damage and to name LESSOR as an additional insured.

(13) DAMAGE OR DESTRUCTION BY FIRE. If at any time or times during the term of this Lease, any building or improvements on said Premises or any part thereof are damaged by fire or the elements or other casualty and if the Premises be so badly damaged that they cannot be repaired and restored within ten (10) days from the happening of such damage, then this Lease will be terminated and all insurance monies shall be paid and may be collected by LESSOR for its sole benefit.

(14) LESSOR'S LIEN. LESSEE hereby grants to LESSOR, during the term of this Lease, a lien upon all property of LESSEE bought, kept or used during the term of this Lease upon or about said leased Premises subject to encumbrances and leasing arrangements therein regardless of when created; a lien on the leasehold hereby created, to secure the payment to LESSOR of all amounts, including statutory attorney's fees and costs, which may at any time become due from LESSEE to LESSOR.

(15) ASSIGNMENT AND SUBLETTING. LESSEE shall not assign this lease, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than LESSEE.

(16) RESERVED.

(17) EMINENT DOMAIN/CONDEMNATION. If the whole of the Premises, or such portion thereof as will make Premises unusable for the purposes for which the Premises are leased,

shall be appropriated or taken pursuant to the power of Eminent Domain by any public or quasi-public authority, then the term herewith granted shall cease and terminate from the date when possession thereof is taken by such public authority and the parties hereto be released from any further liability hereunder, and Rent shall be computed between LESSOR and LESSEE as of and be paid to that day. Such termination, however, shall be without prejudice to the rights of either LESSOR or LESSEE to recover from the condemnor compensation and damage caused by condemnation and neither party shall have any rights in any award or settlement so received by the other from the condemning body.

In the event that more than ten percent (10%) of LESSEE's building or buildings is taken or more than twenty percent (20%) of the LESSEE's parking area is taken, then in any such event LESSEE may, at its sole option and without being subject to arbitration, terminate this Lease as of the date of such taking, and, in such event, any improvements installed by LESSEE shall pass to LESSOR free and clear. LESSEE must exercise its option in writing within thirty (30) days following the date of such taking.

In the event that this Lease is not terminated following condemnation of part of the Premises, all of the provisions of this Lease shall remain in full force and effect except that the minimum annual rental shall be reduced to an amount which bears the same relation to the annual rental theretofore payable as the area of the Premises prior to the taking.

All damages awarded for any such taking pursuant to condemnation shall remain the property of LESSORS except that LESSEE shall be entitled to receive that part of any such award for the taking of any trade fixtures, furniture, or leasehold improvements purchased and installed by LESSEE and which have not become part of the realty as heretofore provided.

(18) SUBORDINATION. This Lease, at the option of the LESSOR or LESSOR's mortgagee, may be and at all times after notice thereof shall be subject and subordinate to any and all present and future mortgages, security deeds, or encumbrances which may be placed by the LESSOR on said Premises or any part thereof. The LESSEE covenants and agrees to execute upon demand of the LESSOR all instruments subordinating this lease to the lien of any mortgage or mortgages, security deeds or encumbrances as shall be required by the LESSOR. The LESSEE hereby irrevocably appoints LESSOR as attorney-in-fact of the LESSEE, with power to execute and deliver, without subjecting LESSOR to liability of any kind, such instrument or instruments for and in the name of the LESSEE, in the event the LESSEE shall fail to execute such instrument or instruments within five (5) days after written notice to do so is given to the LESSEE. Provided, however, anything to the contrary contained herein notwithstanding, such mortgagee or encumbrance holder shall recognize the validity and continuance of this lease in the event of a foreclosure of LESSOR's interest or otherwise, as long as LESSEE shall not be in default under the terms of this lease.

(19) SUCCESSORS. All rights, obligations, and liabilities given to, or imposed upon the parties hereto shall extend to and bind the respective heirs, executors, administrators, successors, , and assigns of such parties. No rights, however, shall inure to the benefit of any assignee of LESSEE unless the assignment of such assignee has been approved by LESSOR in writing as hereinabove set forth.

The term "LESSOR" as used in this Lease, so far as covenants and conditions on the part of LESSOR is concerned, shall be limited to mean THE CITY OF PALM COAST, and in the event of any transfer of title to the premises, LESSOR, and in case of any subsequent transfers or conveyances, the then grantor, shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability as respects to the performance of any covenants and conditions on the part of LESSOR thereafter to be performed, provided that any amount then due and payable to LESSEE by LESSOR, or the then grantor, under any provisions of this Lease, shall be paid to LESSEE, it being intended hereby that the covenants and conditions contained in this Lease on the part of LESSOR shall be binding on LESSOR, its successors and assigns, only during and in respect of their respective successive period of ownership.

(20) DEFAULT. If LESSOR determines that the LESSEE is in default of this Agreement, LESSOR shall provide LESSEE with a notice of default, and LESSEE shall have a limited number of days to cure the default unless otherwise excepted: (a) for the failure to pay rent when due, LESSEE shall have three (3) days to cure; (b) for activities in contravention of this Agreement (including but not limited to having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary), the LESSEE shall have seven (7) days to cure. If LESSEE fails to cure the default within the required time frame, LESSOR may immediately terminate this Agreement, and LESSEE shall immediately vacate the Premises and shall return the keys to LESSOR. However, if LESSEE's default is of a nature that LESSEE should not be given an opportunity to cure the default (including but not limited to destruction, damage, or misuse of LESSOR's or other LESSEES' property by intentional act or a subsequent or continued unreasonable disturbance), or if the default constitutes a subsequent or continuing default within twelve (12) months of a written warning by LESSOR of a similar violation, LESSOR may deliver a written notice to LESSEE specifying the default and LESSOR's intent to terminate this Agreement. In such event, LESSOR may terminate this Agreement, and LESSEE shall have seven (7) days from the date that the notice is delivered to vacate the premises. In addition, if this Agreement is terminated pursuant to this paragraph, LESSOR may, at LESSOR's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to LESSOR at law or in equity.

(21) VENUE. Venue for enforcement hereof shall be in Flagler County, Florida. In the event LESSOR retains an attorney to enforce its rights in this Lease, LESSEE shall be responsible to pay any reasonable attorney's fees incurred with or without a lawsuit, including fees incurred for appeals. In the event of litigation related to this lease, the prevailing party shall be entitled to recover their reasonable attorney's fee from the non-prevailing party. Each party hereby waives trial by jury as to any and all such litigation.

(22) RIGHTS CUMULATIVE. All rights, powers and privileges available hereunder to the parties hereto are cumulative and are in addition to the rights granted by law.

(23) WAIVER OF RIGHTS. No failure of LESSOR to exercise from time to time any right or privilege granted LESSOR hereunder, or to obligations hereunder required of the LESSEE,

and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of LESSOR's right to demand strict compliance with the terms hereof. No waiver by LESSOR of any breach of any covenant of the LESSEE herein contained shall be construed as a waiver of any subsequent breach of the same or any other covenant herein contained.

(24) RECORDATION. LESSOR and LESSEE agree not to place this Lease of record but to execute and acknowledge a short form thereof for recording if requested by either party.

(25) ENTIRE AGREEMENT. This Lease contains and embodies the entire agreement of the parties hereto and no representations, inducements or agreements, oral or otherwise, between the parties not contained and embodied herein shall be of any force or effect, and the same way not be modified, changed or terminated in whole or in part orally or in any manner other than by an agreement in writing duly signed by all of the parties hereto.

(26) LESSEE shall maintain the roof, plumbing, heating and air conditioning systems during the term of this Lease.

(27) The LESSOR hereunder shall have the right to freely assign this Lease without notice to or the consent of LESSEE.

(28) The voluntary or other surrender of this Lease by LESSEE, or a mutual cancellation hereof, or a termination by LESSOR, shall not work a merger, and shall, at the option of LESSOR, terminate all or any existing subtenancies or may, at the option of the LESSOR, operate as an assignment to LESSOR of any or all of such subtenancies.

(29) LESSEE warrants and represents that there was no broker or agent instrumental in consummating this Lease. LESSEE agrees to indemnify and hold LESSOR harmless against any claims for brokerage or other commissions arising by reason of a breach by LESSEE of this representation and warranty.

(30) It is expressly agreed between LESSOR and LESSEE that time is of the essence in performance of all terms and provisions of this Lease.

(31) The failure of the LESSOR to insist in any one or more instances upon the strict performance of any of the covenants or agreements in this Lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant, agreement or option, but the same shall continue and remain in full force and effect. The receipt by the LESSOR of rent or any other money due hereunder with knowledge of the breach of any covenant or agreement hereof by LESSEE shall not be deemed a waiver of such breach and no waiver by the LESSOR of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the LESSOR.

(32) A. LESSEE will promptly comply with all applicable laws, guidelines, rules, regulations and requirements, whether of federal, state, or local origin, applicable to the Premises and the Building, including those for the correction, prevention and abatement of nuisance, unsafe

conditions, or other grievances arising from or for the correction, prevention and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Premises.

B. LESSEE shall provide thirty (30) days notice to LESSOR prior to the performance by LESSEE, LESSEE's Agents or contractors of any structural repairs, renovation and/or maintenance, to the Premises. Such notice shall include a detailed description of the work contemplated. LESSEE shall not perform, or cause to be performed, any such repair, renovation and or maintenance without the written consent of LESSOR, and if such consent is granted, the repair, renovation and or maintenance must be performed in accordance with the terms of LESSOR's consent. LESSEE agrees to bear the expense for whatever preventive or abatement measures are required by LESSOR with respect to friable asbestos or any other material.

C. INDEMNIFICATION. LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY OF OR TO THE LESSEE, LESSEE'S FAMILY, GUESTS, INVITEES, AGENTS OR EMPLOYEES OR TO ANY OTHER PERSON ENTERING THE PREMISES OR ANY BUILDING THAT IS A PART OR LIES UPON THE PREMISES, OR TO GOODS OR EQUIPMENT, OR IN THE STRUCTURE OR EQUIPMENT OF THE STRUCTURE OF WHICH THE PREMISES ARE A PART, AND LESSEE HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE. THIS INDEMNIFICATION INCLUDES, BUT IS NOT LIMITED TO, ANY DAMAGE OR INJURY WHICH MAY BE INCURRED BY LESSEE, LESSEE'S FAMILY, GUESTS, INVITEES, AGENTS OR EMPLOYEES OR TO ANY OTHER PERSON FOR DAMAGE OR INJURIES THAT ARISE FROM ANY CONTACT, ATTACK OR INTERACTION FROM OR WITH ANY ANIMALS, DOMESTIC OR WILD, WHETHER SUCH DAMAGE OR INJURY OCCURS ON THE PREMISES OR OFF, AND LESSEE HOLDS HARMLESS THE LESSOR FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE FOR ANY DAMAGE OR INJURY LESSEE ATTRIBUTES TO ANY ABSENCE OR FAILURE OF FENCING THAT MAY BE ON OR SURROUNDING THE PREMISES.

(33) LESSEE agrees to indemnify and hold LESSOR harmless for any environmental damage or contamination of whatsoever kind and nature, and any liability resulting therefrom, caused by LESSEE or its invitees, agents, or employees, and or its or their use of the Premises in any manner whatsoever.

(34) Upon the request of LESSOR, LESSEE shall give, within 10 days of the request, written notice, acknowledging and delivering to the LESSOR a statement in writing (i) certifying that this Lease is unmodified and in full force and effect and the date to which the rent and together charges are paid in advance, if any and (ii) acknowledging that there are not any uncured defaults on the part of LESSOR, or specifying such defaults, if any are claimed. Any such statements may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

(35) PROPERTY REMAINING. All property (including, but not limited to, papers, books, office supplies, fixtures, furniture, and equipment) remaining in the Building, whatsoever the

value, at the conclusion of the Lease shall become the property of the LESSOR.

(36) **TIME.** Time is of the essence of this Lease, including, but not limited to, the timely payment of the rentals.

(37) **NOTICES.** Notices to LESSEE and LESSOR 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:

LESSEE: Charlotte M. Hayden  
178 Midway Drive  
Palm Coast, FL 32164

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

(38) **ABANDONMENT.** If at any time during the term of this Agreement LESSEE abandons the Premises or any part thereof, LESSOR may, at LESSOR's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to LESSEE for damages or for any payment of any kind whatever. LESSOR may, at LESSOR's discretion, as agent for LESSEE, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at LESSOR's option, hold LESSEE liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by LESSOR by means of such reletting. If LESSOR's right of reentry is exercised following abandonment of the Premises by LESSEE, then LESSOR shall consider any personal property belonging to LESSEE and left on the Premises to also have been abandoned, in which case LESSOR may dispose of all such personal property in any manner LESSOR shall deem proper and LESSOR is hereby relieved of all liability for doing so. BY SIGNING THIS AGREEMENT, LESSEE AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE LESSEE'S PERSONAL PROPERTY.

(39) **RADON NOTIFICATION.** Pursuant to Florida Statute 404.056(8), LESSEE is notified: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit."

(40) LESSEE'S HOLD OVER. If LESSEE remains in possession of the Premises with the consent of LESSOR after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between LESSOR and LESSEE which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$1,500.00) per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.

(41) QUIET ENJOYMENT. LESSEE, upon payment of all of the sums referred to herein as being payable by LESSEE and LESSEE's performance of all LESSEE's agreements contained herein and LESSEE's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

(42) LESSOR and LESSEE shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party. LESSEE HEREBY WAIVES HIS OR HER RIGHT TO NOTICE PURSUANT TO FLORIDA STATUTE 715.104.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year indicated below.

WITNESSES:

Pauline Campochiaro  
(signature)

Pauline Campochiaro  
(print name)

Luis C.V. Janeiro  
(signature)

Luis C.V. Janeiro  
(print name)

LESSEE:

Charlotte M. Hayden  
Charlotte M. Hayden

Date: 2-17-18

LESSOR:

**CITY OF PALM COAST, FLORIDA**

By: \_\_\_\_\_  
Jim Landon, CITY MANAGER

ATTEST:

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

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

Approved by the City Council at its public meeting held on \_\_\_\_\_.

**EXHIBIT "A"**

[LEGAL DESCRIPTION]

Lots 49 and 50, Midway Park Subdivision, First Addition, a subdivision according to the Plat thereof, recorded in Plat Book 5, Page 51, Public Records of Flagler County, Florida.

## City of Palm Coast, Florida Agenda Item

Agenda Date: 03/20/2018

<b>Department</b>	City Clerk	<b>Amount</b>	\$201,000.00
<b>Item Key</b>		<b>Account</b>	54225509-06100
<b>Subject</b>	RESOLUTION 2018-XX APPROVING THE CONTRACT FOR PURCHASE AND SALE OF 178 MIDWAY DRIVE, PALM COAST WITH MS. CHARLOTTE HAYDEN		
<b>UPDATED BACKGROUND FROM THE MARCH 13, 2018 WORKSHOP</b>			
This item was heard by City Council at their February 27, 2018 Workshop. There were no changes suggested to this item.			
<b>ORIGINAL BACKGROUND FROM THE MARCH 13, 2018 WORKSHOP</b>			
The State Road 100 Corridor Community Redevelopment Area (SR 100 CRA) was created in 2004 as a measure to assist the City of Palm Coast in its efforts to encourage investment, economic development, and redevelopment in the State Road 100 Corridor area.			
Redevelopment is necessary to create the community envisioned by the City's citizens, merchants, and visitors. The SR 100 CRA Plan outlines two target areas for redevelopment. These areas, Midway and Whispering Pines, are antiquated subdivisions with no existing infrastructure except for dirt driveways. The SR 100 CRA has acquired many of these properties as part of an overall strategy to eliminate or reduce blight in the area and aggregate property for future redevelopment.			
With City Council direction, City staff have been actively pursuing developer and retail partners to stimulate redevelopment along Bulldog Drive. On August 4, 2016, City staff issued a Request for Proposals for a redevelopment opportunity along Bulldog Drive (#RFP-CM-16-01). The City received one response from Unicorp National Development, Inc. (Unicorp). The City entered into a Public-Private Partnership to undertake the redevelopment outlined in Unicorp's response. The approved agreement is divided into two phases. Phase 1 includes a Wawa gas and convenience store. Consistent with the approved agreement, Unicorp recently closed on Phase 1, which resulted in revenue to the SR100 CRA and the Shumate parcel was transferred to the City. The Shumate parcel was purchased by Unicorp for \$100,500, or approximately \$13/square foot.			
During the Unicorp land use approval process, Ms. Charlotte Hayden approached the City and offered to sell her property consistent with recent per square foot value of the Shumate parcel. The negotiated contract price is \$201,000, which results in an approximately \$13/square foot valuation. As part of the negotiations with Ms. Hayden, a leaseback at no cost for two months is included to allow Ms. Hayden time to relocate. After two months, the rent is \$1,500 per month with escalation on a month-to-month basis to ensure that the property is vacated in a timely manner and redevelopment can be pursued.			
Acquiring the Hayden property will accomplish the redevelopment goals of eliminating slum and blight, reduce potential future conflicts between residential and non-residential uses, and assemble the last remaining parcels to accomplish the redevelopment contemplated in Phase 2. In addition, the contract price is consistent with the most recent real estate transaction. If approved, City staff will use the revenues from the Unicorp transaction to purchase the Hayden property.			

**Recommended Action :**

Approve Resolution 2018-XX approving a contract for purchase and sale of 178 Midway Drive with Charlotte M. Hayden

**RESOLUTION 2018-\_\_\_\_\_**  
**PURCHASE OF PROPERTY**  
**178 MIDWAY DRIVE**

**A RESOLUTION OF THE CITY OF PALM COAST FLORIDA APPROVING THE TERMS AND CONDITIONS OF THE CONTRACT FOR PURCHASE AND SALE WITH CHARLOTTE HAYDEN FOR 178 MIDWAY; AUTHORIZING THE CITY MANAGER OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Charlotte Hayden , Property Owner, is willing to sell her property located at 178 Midway Drive, Palm Coast, Florida, parcel identification #08-12-31-4350-00000-0490 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.** The City Council hereby approves the terms and conditions of the Contract for Sale and Purchase for 178 Midway Drive with Charlotte Hayden, as attached hereto and incorporated herein 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 20<sup>th</sup> day of March 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Attachments:

Exhibit A – Contract for Sale and Purchase of Property from Charlotte M. Hayden for 178 Midway Drive, Palm Coast, Florida

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 **CHARLOTTE M. HAYDEN**, a single person (hereinafter referred to as "**Seller**"), with a principal address of 178 Midway Drive, Palm Coast, FL 32164 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 is described as follows:

Lots 49 and 50, Midway Park Subdivision, First Addition, a subdivision according to the Plat thereof, recorded in Plat Book 5, Page 51, Public Records of Flagler County, Florida.

Seller may remove any of the appliances and home furnishings from the mobile home, which property must be removed upon termination of the lease referenced in paragraph 5.15 below.

### ARTICLE II - PURCHASE PRICE

**Purchase Price.** The purchase price (the "**Purchase Price**") for the Property shall be Two Hundred One Thousand and 00/100 (\$201,000.00).

### 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 May 1<sup>st</sup>, 2018.

### 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 purchase price, 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.

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.** Title insurance premium, state documentary tax for the Deed, and the cost of recording all corrective documents needed to complete the transaction shall be borne by Seller. Buyer shall pay for recording the Deed and all fees and expenses arising from or associated with the simultaneous issuance of a lender's title insurance commitment and policy, if any, and any and all endorsements to such policy required by its lender.

4.8. **Reserved.**

4.9. **Proration of Taxes; Real and Personal.** 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 proration shall survive the Closing.

The Title Agent shall ensure compliance with Florida Statute 196.295 at settlement, and Buyer shall be responsible for any real and personal property taxes billed with respect to the Property after 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 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 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: Charlotte M. Hayden  
178 Midway Drive  
Palm Coast, FL 32164

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 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.

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 public purposes. Buyer reserves the right to make modifications to the Intended Use as Buyer reasonably deems appropriate.

5.5. **Reserved.**

5.6. **Brokerage.** The Seller hereby represents that it has engaged **Real Estate Services of Palm Coast** (“Seller’s Broker”) with respect to the transaction contemplated herein, and Seller agrees to pay a brokerage fee to the Seller’s Broker in the amount of 3% of the Purchase Price. Buyer represents that it has not dealt with or engaged a broker with respect to this transaction. 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, with the exception of the Seller’s Broker.

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

5.8. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

5.9. **Assignment.** Buyer shall have the right to assign its rights and privileges under this Contract to any entity which controls, is controlled by or under common control with Buyer; provided, however, that such assignment shall not relieve Buyer of any obligations hereunder.

5.10. **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.

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

5.12. **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.

5.13. **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.

5.14. **Property Inspection.** Seller shall, upon reasonable notice, provide utilities service and access to the property for appraisal and inspection, including walk-through prior to Closing. Seller will assign all assignable repair and treatment contracts and warranties to Buyer at closing. Seller agrees to repair any holes or damage done to the real property prior to Closing. Except as provided in Section 5.15, Seller agrees to deliver the Property in a clean condition and free of all personal property.

5.15. **Removal of Personal Property.** Seller shall deliver exclusive possession of the Property, vacant of all persons, and clean of debris at Closing. All hazardous chemicals must be removed from the Property prior to Closing. All personal property, including automobiles, trucks, boats, parts of vehicles, and any and all debris, shall be removed from the Property at Seller's expense, prior to Closing. Seller is responsible for obtaining any necessary demolition permits prior to removing property and fixtures. Any and all such desired property and fixtures must be removed by Seller prior to Closing. Seller agrees that only Seller, or an entity/person under direct contract with Seller, is authorized to remove items from Property.

5.16. **Leaseback.** Seller agrees to leaseback the Property from Buyer, said lease to be entered into contemporaneously with the passing of title under this Agreement. The lease is to be for a term of not more than 60 days at a net rental of \$0.00 per month, increasing monthly, and in the form attached as **Exhibit "A"**. The parties agree that such leaseback constitutes an important element of consideration of this Agreement.

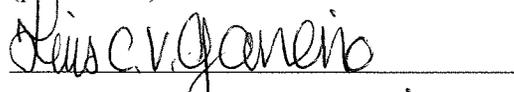
At Closing, Seller shall provide the Buyer with proof of liability and property damage insurance and shall list the City of Palm Coast as an additional insured.

**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:*



Pauline Campochiaro  
(print name)



Luis C. V. Janeiro  
(print name)

**SELLER:**

  
CHARLOTTE M. HAYDEN

Date: 2-17-18

*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"  
[FORM – RESIDENTIAL LEASE]

**RESIDENTIAL LEASE**

**THIS LEASE AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **CITY OF PALM COAST**, a Florida municipal corporation, with a principal address of 160 Lake Avenue, Palm Coast, FL 32164, hereinafter called "LESSOR," and **CHARLOTTE M. HAYDEN**, hereinafter called "LESSEE," whose address is 178 Midway Drive, Palm Coast, FL 32164.

W I T N E S S E T H:

(1) **PREMISES.** In consideration of the rents, covenants and agreements hereinafter made, reserved and contained on the part of LESSEE to be observed and performed, the LESSOR leases to the LESSEE and LESSEE rents from LESSOR the premises located at 178 Midway Drive, Palm Coast, FL 32164, and more particularly described in Exhibit "A" attached hereto, sometimes herein referred to as the "**Premises.**"

(a) LESSEE has inspected and takes the Premises in "As Is" condition and subject to the existing zoning, use and occupancy regulations currently in existence. LESSOR shall not be responsible for any latent defect or change of condition of the Premises.

(2) **TERM.** The term of this lease, and LESSEE's obligation to pay rent, shall commence from the date of closing on the Contract for Purchase and Sale and Leaseback between the parties, and shall be on a month-to-month basis not to exceed 60 days from the effective date. Upon the termination date, Lessee must vacate the Premises, unless the parties mutually agree to extend the lease on a month by month basis.

(3) **RENT.** The Lessee covenants and agrees to pay to Lessor at such place as Lessor may, in writing, from time to time designate, rent in lawful money of the United States for the Premises, a guaranteed and fixed monthly rental of **\$0.00** per month for the first two months. If the parties mutually agree to extend the Lease, for the third month, the rent will be a guaranteed and fixed monthly rental of **\$1,500.00** per month. The rent will increase by 10% every month after that third month as long as Lessee resides on the Premises.

(4) **TAXES.** The LESSEE covenants and agrees to pay for the annual ad valorem property taxes on the Premises, and all state, city and county taxes and assessments that may be assessed on the Premises.

(5) **USE.** The Premises shall be used as a private single family dwelling. LESSEE shall not permit said Premises to be used for any unlawful purpose and shall at all times comply with the laws and rules and regulations of the applicable governmental bodies and fire inspection and rating bureaus relating to the use of said premises, including sidewalks, alleys, and streets adjoining.

(6) MAINTENANCE. Lessee will, at its sole expense, keep and maintain the premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Lessee shall:

- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of LESSOR;
- (g) Keep all air conditioning filters clean and free from dirt;
- (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Lessee shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Lessee;
- (i) Lessee's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- (l) Abide by and be bound by any and all rules and regulations affecting the Premises which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them, if any.

(7) MECHANIC'S LIENS. LESSEE shall not have nor shall anyone claiming by, through, or under LESSEE have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever upon said Premises or upon any building or improvement thereon, or upon the leasehold interest of LESSEE therein, nor shall anyone furnishing any material, service, or labor for any building improvements, alterations, repairs, or any part thereof, at any time be or become entitled to any lien thereon.

(8) UTILITIES. The LESSEE shall pay for all utilities, including water, gas, electricity, and sewerage, and also for trash and garbage removal, as imposed by governmental authorities, and shall pay for the cost of fuel for heating and the cost of power and refrigerant for air conditioning. LESSEE shall shut-off all utilities prior to vacating the premises.

(9) BANKRUPTCY OR INSOLVENCY. If any time during the term of this lease, or any extensions thereof, a voluntary case is commenced by the LESSEE, or an involuntary case is

commenced with respect to the LESSEE, under the bankruptcy laws of the United States of America, and such case shall not be dismissed within sixty (60) days from the date of such commencement, then, at the option of the LESSOR, the commencement of either such case shall be deemed to constitute a breach of this Lease by the LESSEE. The LESSOR, at its election, may terminate this Lease in the event of occurrence of such case by giving not less than five (5) days written notice to the LESSEE or to the assignee or to the trustee or to such other person appointed pursuant to an order of the court, and thereupon the LESSOR may re-enter the Premises and this Lease shall not be treated as an asset of LESSEE's estate. However, the LESSOR shall be entitled to exercise all available rights and remedies and to recover from the LESSEE all monies that may be due or become due, including damages resulting from the breach of the terms of this Lease by the LESSEE.

(10) INSPECTION OF AND ACCESS TO PREMISES. LESSOR, its agents and employees, shall have the right, at all reasonable times, to enter the Premises or any part thereof to inspect and examine same and for the purpose of making any repairs to or within the Premises which the LESSOR has agreed to make under the terms of this lease, and/or which the LESSOR deems advisable to make in order to preserve and/or maintain the Premises.

(11) INDEMNIFICATION OF LESSORS. LESSEE shall pay to LESSOR all costs and expenses incurred in the enforcement of any of the provisions of this Lease, including reasonable attorneys' fees.

(12) LIABILITY INSURANCE. LESSOR requires LESSEE to obtain renter's insurance to protect from loss or damage and to name LESSOR as an additional insured.

(13) DAMAGE OR DESTRUCTION BY FIRE. If at any time or times during the term of this Lease, any building or improvements on said Premises or any part thereof are damaged by fire or the elements or other casualty and if the Premises be so badly damaged that they cannot be repaired and restored within ten (10) days from the happening of such damage, then this Lease will be terminated and all insurance monies shall be paid and may be collected by LESSOR for its sole benefit.

(14) LESSOR'S LIEN. LESSEE hereby grants to LESSOR, during the term of this Lease, a lien upon all property of LESSEE bought, kept or used during the term of this Lease upon or about said leased Premises subject to encumbrances and leasing arrangements therein regardless of when created; a lien on the leasehold hereby created, to secure the payment to LESSOR of all amounts, including statutory attorney's fees and costs, which may at any time become due from LESSEE to LESSOR.

(15) ASSIGNMENT AND SUBLETTING. LESSEE shall not assign this lease, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than LESSEE.

(16) RESERVED.

(17) EMINENT DOMAIN/CONDEMNATION. If the whole of the Premises, or such portion thereof as will make Premises unusable for the purposes for which the Premises are leased,

shall be appropriated or taken pursuant to the power of Eminent Domain by any public or quasi-public authority, then the term herewith granted shall cease and terminate from the date when possession thereof is taken by such public authority and the parties hereto be released from any further liability hereunder, and Rent shall be computed between LESSOR and LESSEE as of and be paid to that day. Such termination, however, shall be without prejudice to the rights of either LESSOR or LESSEE to recover from the condemnor compensation and damage caused by condemnation and neither party shall have any rights in any award or settlement so received by the other from the condemning body.

In the event that more than ten percent (10%) of LESSEE's building or buildings is taken or more than twenty percent (20%) of the LESSEE's parking area is taken, then in any such event LESSEE may, at its sole option and without being subject to arbitration, terminate this Lease as of the date of such taking, and, in such event, any improvements installed by LESSEE shall pass to LESSOR free and clear. LESSEE must exercise its option in writing within thirty (30) days following the date of such taking.

In the event that this Lease is not terminated following condemnation of part of the Premises, all of the provisions of this Lease shall remain in full force and effect except that the minimum annual rental shall be reduced to an amount which bears the same relation to the annual rental theretofore payable as the area of the Premises prior to the taking.

All damages awarded for any such taking pursuant to condemnation shall remain the property of LESSORS except that LESSEE shall be entitled to receive that part of any such award for the taking of any trade fixtures, furniture, or leasehold improvements purchased and installed by LESSEE and which have not become part of the realty as heretofore provided.

(18) SUBORDINATION. This Lease, at the option of the LESSOR or LESSOR's mortgagee, may be and at all times after notice thereof shall be subject and subordinate to any and all present and future mortgages, security deeds, or encumbrances which may be placed by the LESSOR on said Premises or any part thereof. The LESSEE covenants and agrees to execute upon demand of the LESSOR all instruments subordinating this lease to the lien of any mortgage or mortgages, security deeds or encumbrances as shall be required by the LESSOR. The LESSEE hereby irrevocably appoints LESSOR as attorney-in-fact of the LESSEE, with power to execute and deliver, without subjecting LESSOR to liability of any kind, such instrument or instruments for and in the name of the LESSEE, in the event the LESSEE shall fail to execute such instrument or instruments within five (5) days after written notice to do so is given to the LESSEE. Provided, however, anything to the contrary contained herein notwithstanding, such mortgagee or encumbrance holder shall recognize the validity and continuance of this lease in the event of a foreclosure of LESSOR's interest or otherwise, as long as LESSEE shall not be in default under the terms of this lease.

(19) SUCCESSORS. All rights, obligations, and liabilities given to, or imposed upon the parties hereto shall extend to and bind the respective heirs, executors, administrators, successors, , and assigns of such parties. No rights, however, shall inure to the benefit of any assignee of LESSEE unless the assignment of such assignee has been approved by LESSOR in writing as hereinabove set forth.

The term "LESSOR" as used in this Lease, so far as covenants and conditions on the part of LESSOR is concerned, shall be limited to mean THE CITY OF PALM COAST, and in the event of any transfer of title to the premises, LESSOR, and in case of any subsequent transfers or conveyances, the then grantor, shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability as respects to the performance of any covenants and conditions on the part of LESSOR thereafter to be performed, provided that any amount then due and payable to LESSEE by LESSOR, or the then grantor, under any provisions of this Lease, shall be paid to LESSEE, it being intended hereby that the covenants and conditions contained in this Lease on the part of LESSOR shall be binding on LESSOR, its successors and assigns, only during and in respect of their respective successive period of ownership.

(20) DEFAULT. If LESSOR determines that the LESSEE is in default of this Agreement, LESSOR shall provide LESSEE with a notice of default, and LESSEE shall have a limited number of days to cure the default unless otherwise excepted: (a) for the failure to pay rent when due, LESSEE shall have three (3) days to cure; (b) for activities in contravention of this Agreement (including but not limited to having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary), the LESSEE shall have seven (7) days to cure. If LESSEE fails to cure the default within the required time frame, LESSOR may immediately terminate this Agreement, and LESSEE shall immediately vacate the Premises and shall return the keys to LESSOR. However, if LESSEE's default is of a nature that LESSEE should not be given an opportunity to cure the default (including but not limited to destruction, damage, or misuse of LESSOR's or other LESSEES' property by intentional act or a subsequent or continued unreasonable disturbance), or if the default constitutes a subsequent or continuing default within twelve (12) months of a written warning by LESSOR of a similar violation, LESSOR may deliver a written notice to LESSEE specifying the default and LESSOR's intent to terminate this Agreement. In such event, LESSOR may terminate this Agreement, and LESSEE shall have seven (7) days from the date that the notice is delivered to vacate the premises. In addition, if this Agreement is terminated pursuant to this paragraph, LESSOR may, at LESSOR's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to LESSOR at law or in equity.

(21) VENUE. Venue for enforcement hereof shall be in Flagler County, Florida. In the event LESSOR retains an attorney to enforce its rights in this Lease, LESSEE shall be responsible to pay any reasonable attorney's fees incurred with or without a lawsuit, including fees incurred for appeals. In the event of litigation related to this lease, the prevailing party shall be entitled to recover their reasonable attorney's fee from the non-prevailing party. Each party hereby waives trial by jury as to any and all such litigation.

(22) RIGHTS CUMULATIVE. All rights, powers and privileges available hereunder to the parties hereto are cumulative and are in addition to the rights granted by law.

(23) WAIVER OF RIGHTS. No failure of LESSOR to exercise from time to time any right or privilege granted LESSOR hereunder, or to obligations hereunder required of the LESSEE,

and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of LESSOR's right to demand strict compliance with the terms hereof. No waiver by LESSOR of any breach of any covenant of the LESSEE herein contained shall be construed as a waiver of any subsequent breach of the same or any other covenant herein contained.

(24) RECORDATION. LESSOR and LESSEE agree not to place this Lease of record but to execute and acknowledge a short form thereof for recording if requested by either party.

(25) ENTIRE AGREEMENT. This Lease contains and embodies the entire agreement of the parties hereto and no representations, inducements or agreements, oral or otherwise, between the parties not contained and embodied herein shall be of any force or effect, and the same way not be modified, changed or terminated in whole or in part orally or in any manner other than by an agreement in writing duly signed by all of the parties hereto.

(26) LESSEE shall maintain the roof, plumbing, heating and air conditioning systems during the term of this Lease.

(27) The LESSOR hereunder shall have the right to freely assign this Lease without notice to or the consent of LESSEE.

(28) The voluntary or other surrender of this Lease by LESSEE, or a mutual cancellation hereof, or a termination by LESSOR, shall not work a merger, and shall, at the option of LESSOR, terminate all or any existing subtenancies or may, at the option of the LESSOR, operate as an assignment to LESSOR of any or all of such subtenancies.

(29) LESSEE warrants and represents that there was no broker or agent instrumental in consummating this Lease. LESSEE agrees to indemnify and hold LESSOR harmless against any claims for brokerage or other commissions arising by reason of a breach by LESSEE of this representation and warranty.

(30) It is expressly agreed between LESSOR and LESSEE that time is of the essence in performance of all terms and provisions of this Lease.

(31) The failure of the LESSOR to insist in any one or more instances upon the strict performance of any of the covenants or agreements in this Lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant, agreement or option, but the same shall continue and remain in full force and effect. The receipt by the LESSOR of rent or any other money due hereunder with knowledge of the breach of any covenant or agreement hereof by LESSEE shall not be deemed a waiver of such breach and no waiver by the LESSOR of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the LESSOR.

(32) A. LESSEE will promptly comply with all applicable laws, guidelines, rules, regulations and requirements, whether of federal, state, or local origin, applicable to the Premises and the Building, including those for the correction, prevention and abatement of nuisance, unsafe

conditions, or other grievances arising from or for the correction, prevention and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Premises.

B. LESSEE shall provide thirty (30) days notice to LESSOR prior to the performance by LESSEE, LESSEE's Agents or contractors of any structural repairs, renovation and/or maintenance, to the Premises. Such notice shall include a detailed description of the work contemplated. LESSEE shall not perform, or cause to be performed, any such repair, renovation and or maintenance without the written consent of LESSOR, and if such consent is granted, the repair, renovation and or maintenance must be performed in accordance with the terms of LESSOR's consent. LESSEE agrees to bear the expense for whatever preventive or abatement measures are required by LESSOR with respect to friable asbestos or any other material.

C. INDEMNIFICATION. LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY OF OR TO THE LESSEE, LESSEE'S FAMILY, GUESTS, INVITEES, AGENTS OR EMPLOYEES OR TO ANY OTHER PERSON ENTERING THE PREMISES OR ANY BUILDING THAT IS A PART OR LIES UPON THE PREMISES, OR TO GOODS OR EQUIPMENT, OR IN THE STRUCTURE OR EQUIPMENT OF THE STRUCTURE OF WHICH THE PREMISES ARE A PART, AND LESSEE HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE. THIS INDEMNIFICATION INCLUDES, BUT IS NOT LIMITED TO, ANY DAMAGE OR INJURY WHICH MAY BE INCURRED BY LESSEE, LESSEE'S FAMILY, GUESTS, INVITEES, AGENTS OR EMPLOYEES OR TO ANY OTHER PERSON FOR DAMAGE OR INJURIES THAT ARISE FROM ANY CONTACT, ATTACK OR INTERACTION FROM OR WITH ANY ANIMALS, DOMESTIC OR WILD, WHETHER SUCH DAMAGE OR INJURY OCCURS ON THE PREMISES OR OFF, AND LESSEE HOLDS HARMLESS THE LESSOR FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE FOR ANY DAMAGE OR INJURY LESSEE ATTRIBUTES TO ANY ABSENCE OR FAILURE OF FENCING THAT MAY BE ON OR SURROUNDING THE PREMISES.

(33) LESSEE agrees to indemnify and hold LESSOR harmless for any environmental damage or contamination of whatsoever kind and nature, and any liability resulting therefrom, caused by LESSEE or its invitees, agents, or employees, and or its or their use of the Premises in any manner whatsoever.

(34) Upon the request of LESSOR, LESSEE shall give, within 10 days of the request, written notice, acknowledging and delivering to the LESSOR a statement in writing (i) certifying that this Lease is unmodified and in full force and effect and the date to which the rent and together charges are paid in advance, if any and (ii) acknowledging that there are not any uncured defaults on the part of LESSOR, or specifying such defaults, if any are claimed. Any such statements may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

(35) PROPERTY REMAINING. All property (including, but not limited to, papers, books, office supplies, fixtures, furniture, and equipment) remaining in the Building, whatsoever the

value, at the conclusion of the Lease shall become the property of the LESSOR.

(36) **TIME.** Time is of the essence of this Lease, including, but not limited to, the timely payment of the rentals.

(37) **NOTICES.** Notices to LESSEE and LESSOR 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:

LESSEE: Charlotte M. Hayden  
178 Midway Drive  
Palm Coast, FL 32164

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

(38) **ABANDONMENT.** If at any time during the term of this Agreement LESSEE abandons the Premises or any part thereof, LESSOR may, at LESSOR's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to LESSEE for damages or for any payment of any kind whatever. LESSOR may, at LESSOR's discretion, as agent for LESSEE, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at LESSOR's option, hold LESSEE liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by LESSOR by means of such reletting. If LESSOR's right of reentry is exercised following abandonment of the Premises by LESSEE, then LESSOR shall consider any personal property belonging to LESSEE and left on the Premises to also have been abandoned, in which case LESSOR may dispose of all such personal property in any manner LESSOR shall deem proper and LESSOR is hereby relieved of all liability for doing so. BY SIGNING THIS AGREEMENT, LESSEE AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE LESSEE'S PERSONAL PROPERTY.

(39) **RADON NOTIFICATION.** Pursuant to Florida Statute 404.056(8), LESSEE is notified: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit."

(40) LESSEE'S HOLD OVER. If LESSEE remains in possession of the Premises with the consent of LESSOR after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between LESSOR and LESSEE which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$1,500.00) per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.

(41) QUIET ENJOYMENT. LESSEE, upon payment of all of the sums referred to herein as being payable by LESSEE and LESSEE's performance of all LESSEE's agreements contained herein and LESSEE's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

(42) LESSOR and LESSEE shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party. LESSEE HEREBY WAIVES HIS OR HER RIGHT TO NOTICE PURSUANT TO FLORIDA STATUTE 715.104.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year indicated below.

WITNESSES:

Pauline Campochiaro  
(signature)

Pauline Campochiaro  
(print name)

Luis C.V. Janeiro  
(signature)

Luis C.V. Janeiro  
(print name)

LESSEE:

Charlotte M. Hayden  
Charlotte M. Hayden

Date: 2-17-18

LESSOR:

**CITY OF PALM COAST, FLORIDA**

By: \_\_\_\_\_  
Jim Landon, CITY MANAGER

ATTEST:

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

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

Approved by the City Council at its public meeting held on \_\_\_\_\_.

**EXHIBIT "A"**

[LEGAL DESCRIPTION]

Lots 49 and 50, Midway Park Subdivision, First Addition, a subdivision according to the Plat thereof, recorded in Plat Book 5, Page 51, Public Records of Flagler County, Florida.

# City of Palm Coast, Florida Agenda Item

Agenda Date : 3/20/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	2710	<b>Account</b>
<b>Subject</b>	RESOLUTION 2018-XX APPROVING A LAND DONATION AGREEMENT WITH ITT COMMUNITY DEVELOPMENT CORPORATION	
<b><u>UPDATED BACKGROUND FROM THE MARCH 13, 2018 MEETING:</u></b> This item was heard by City Council at their March 13, 2018 Workshop. There were no changes suggested to this item.		
<b><u>ORIGINAL BACKGROUND FROM THE March 13, 2018 WORKSHOP</u></b> ITT Community Development Corporation approached the City of Palm Coast to determine if the City was interested in accepting 17 Sedgwick Trail as a donation. This property backs up to Seven Oaks Waterway. If the City ever needs to make stormwater improvements in this area, City ownership of this land and the access it would provide would be beneficial.  The cost associated with this donation to the City will be minimal closing expenses.		
<b>Recommended Action :</b> Adopt the Resolution 2018-XX approving a Land Donation Agreement with ITT Community Development Corporation for 17 Sedgwick Trail		

**RESOLUTION 2018 - \_\_\_\_**  
**LAND DONATION AGREEMENT**  
**ITT DEVELOPMENT CORPORATION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A LAND DONATION AGREEMENT WITH ITT DEVELOPMENT CORPORATION FOR 17 SEDGWICK TRAIL; 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**, ITT Development Corporation, is the property owner (the owner) of 17 Sedgwick Trail, Parcel Identification 07-11-31-7058-00440-0090; and

**WHEREAS**, this property will enhance the City of Palm Coast's stormwater improvement efforts; and

**WHEREAS**, ITT Development Corporation desires to donate this tract of land to the City of Palm Coast for the good of the public; and

**WHEREAS**, the City desires to accept said property.

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

**SECTION 1. APPROVAL OF LAND DONATION.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the contract for Purchase and Sale Land Donation, transferring title from ITT Development Corporation to the City of Palm Coast, as attached hereto and incorporated herein referenced as Exhibit A.

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 20th day of March 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

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

Attachment: Exhibit "A"- Contract for Purchase and Sale Land Donation 17 Sedgwick Trail

**CONTRACT FOR PURCHASE AND SALE**  
(DONATION)

THIS **CONTRACT FOR PURCHASE AND SALE** ("**Contract**") is made by and between ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation (hereinafter referred to as "**Seller**"), with an address of 1133 Westchester Avenue, White Plains, NY 10604, 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 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 vacant land located at 17 Sedgwick Trail, Palm Coast, Florida 32164, and more fully described as follows:

**Lot 9, Block 44, Seminole Woods at Palm Coast Seminole Park Section 58, according to the plat thereof as recorded in Plat Book 19, Pages 26 through 40, inclusive, of the Public Records of Flagler County, Florida.**

**ARTICLE II - PURCHASE PRICE**

**Purchase Price.** The parties agree that Seller shall donate all of its rights, title, and interest in the Property to the Buyer as the site of a public facility.

**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 90 days following the Effective Date.

**ARTICLE IV - TERMS AND CONDITIONS**

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

4.1. **Evidence of Title.** Buyer, at Buyer'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 - Form B from a title insurance company acceptable to Buyer (the "**Title Insurance Company**") in the amount equal to the minimum insurable value of \$1,000, 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 dated no earlier than thirty (30) days before Closing, or in the alternative, an update of an earlier survey re-dated to a point in time no earlier than the last thirty (30) days. If the Survey shows any encroachments onto the Property 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.

4.3. **Conveyance.** Seller shall convey title to the Property to Buyer by Special 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 designated by the party paying the title insurance 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. Buyer shall pay for the title insurance premium, recording the Deed and all fees and expenses arising from or associated with the simultaneous issuance of a lender's title insurance commitment and policy, if any, and any and all endorsements to such policy required by its lender.

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.** 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 proration shall survive the Closing. Title Agent shall ensure compliance with Fla. Stat. 196.295 at settlement, and Buyer shall be responsible for any real and personal property taxes billed with respect to the Property after 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:                   ITT Community Development Corporation  
                                  Attn: Derek McKinney, Asst. General Counsel  
                                  1133 Westchester Avenue  
                                  White Plains, NY 10604

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

4.15. **FIRPTA - Right to Withhold.** If Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code, Buyer is required to withhold up to 15% of the amount

realized by the Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the Seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is claimed on the sale of residential property for \$300,000 or less. Seller agrees that Buyer may deduct and withhold from the Purchase Price provided in Article II hereof, a tax in the amount of up to fifteen percent (15%) 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 without investigation, (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 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. 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. Each party shall keep confidential the results of all financial statements, reports or other information provided to or generated by the other party and will not disclose any such information to any person other than: (i) those employed by Buyer or Seller, respectively; (ii) those who are actively and directly participating in the evaluation of the Property and the negotiation in the evaluation of the Property and the negotiation and execution of this Contract or financing of the purchase of the Property; (iii) governmental, administrative, regulatory or judicial authorities with respect to the investigation of the compliance of the Property with applicable legal requirements; and (iv) as required by law or court order; provided, however, that the party required to disclose by law or court order shall immediately give the other party notice in order to enable the other party to seek a protective order from such disclosure. The provisions of this Section 4.17 shall survive the Closing or earlier termination of this Contract. The Seller acknowledges that the City will strictly abide by the Public Records Act.

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 IN RESPECT OF ANY LITIGATION BASED HEREON 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.** The Inspection Period begins upon receipt of Seller's Materials described in section 5.3. 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 public purposes. Buyer reserves the right to make modifications to the Intended Use as Buyer reasonably deems appropriate.

5.5. **Brokerage.** Both parties agree that Buyer and Seller hereby 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.** Buyer acknowledges that, except as expressly stated above, Seller has made no representations or warranties, written or oral, express or implied, with respect to the Property. 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. **Assignment.** Buyer shall have the right to assign its rights and privileges under this Contract to any entity which controls, is controlled by or under common control with Buyer; provided, however, that such assignment shall not relieve Buyer of any obligations hereunder.

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

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

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.

*[This area left intentionally blank, execution next page]*

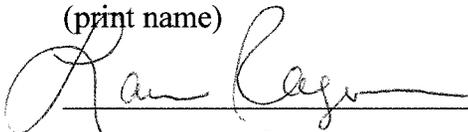
**IN WITNESS WHEREOF**, the parties have executed this instrument as of the day and year indicated below.

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

**SELLER:**  
ITT COMMUNITY DEVELOPMENT  
CORPORATION, a Delaware corporation

  
\_\_\_\_\_

*Alisa A. Wisse*  
\_\_\_\_\_  
(print name)

  
\_\_\_\_\_

*Laura Regone*  
\_\_\_\_\_  
(print name)

By:   
\_\_\_\_\_  
C. Derek McKinney,  
Vice President and Assistant Secretary

Date: February 8, 2018

*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: \_\_\_\_\_

# City of Palm Coast, Florida

## Agenda Item

Agenda Date : 3/20/2018

<b>Department Item Key</b>	UTILITY	<b>Amount Account</b>																		
<b>Subject</b>	RESOLUTION 2018-XX APPROVING A WORK ORDER WITH CONNECT CONSULTING INC. FOR THE REBUILD AND TESTING OF SW-30.																			
<p><b>UPDATED BACKGROUND FROM THE MARCH 13, 2018 WORKSHOP:</b>            This item was heard by City Council at their February 27, 2018 Workshop. There were no changes suggested to this item.</p> <p><b>ORIGINAL BACKGROUND FROM THE MARCH 13, 2018 WORKSHOP :</b>            SW-30 is an existing water supply well which feeds Water Treatment Plant Number # 1 (WTP 1). The existing well was originally constructed in 1979 and is due for a rebuild. The rebuild of the well is needed due to the decrease in specific capacity, the pumping rate in gallons per minute divided by the drawdown feet (GPM/FT). The specific capacity of SW-30 has decreased from 5 GPM/FT to the current rate of less than 1 GPM/FT.</p> <p>Staff proposes to enlist the services of Connect Consulting, Inc. under their existing continuing services contract with the City. This project will include the professional hydrogeological services necessary to provide project management, obtain necessary permits, develop well design and technical specifications, provide service during construction and testing, collect and tabulate the test data and prepare final report. All work will be in accordance with the St Johns River Water Management District permit. This work is required to provide the necessary source water to the treatment facility to meet the demand. The cost of this project is \$158,500.00. Funds for well evaluation and rehabilitation work are budgeted in the Utility Capital Improvement Fund.</p>																				
<p><b>SOURCE OF FUNDS WORKSHEET FY 2018</b></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: left;"><b>Utility Capital Projects Fund</b></th> </tr> </thead> <tbody> <tr> <td style="width: 60%;">Capital Improvement Plan 54029088-063000-81019 -</td> <td style="width: 20%;"></td> <td style="width: 20%; text-align: right;">\$2,880,000.00</td> </tr> <tr> <td>Total Expenses/Encumbered to date</td> <td></td> <td style="text-align: right;">\$ 759,770.60</td> </tr> <tr> <td>Pending Work Orders/Contracts</td> <td></td> <td style="text-align: right;">\$ 0.00</td> </tr> <tr> <td>Current Work Order</td> <td></td> <td style="text-align: right;">\$ 158,500.00</td> </tr> <tr> <td><b>Balance</b></td> <td></td> <td style="text-align: right;"><b>\$1,961,729.40</b></td> </tr> </tbody> </table>			<b>Utility Capital Projects Fund</b>			Capital Improvement Plan 54029088-063000-81019 -		\$2,880,000.00	Total Expenses/Encumbered to date		\$ 759,770.60	Pending Work Orders/Contracts		\$ 0.00	Current Work Order		\$ 158,500.00	<b>Balance</b>		<b>\$1,961,729.40</b>
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<p><b>Recommended Action :</b>            Adopt Resolution 2018-XX approving a work order with Connect Consulting, Inc. for the rebuild and testing of SW-30.</p>																				

**RESOLUTION 2018-\_\_\_\_**  
**REBUILD AND TESTING OF SW-30**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A WORK ORDER ISSUED TO CONNECT CONSULTING, INC., IN THE AMOUNT OF \$158,500.00 FOR HYDROGEOLOGICAL SERVICES FOR THE REBUILD AND TESTING OF WELL SW-30; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE WORK ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Connect Consulting, Inc., is engaged in a continuing services contract to provide hydrogeological services to the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to issue a work order under said contract to Connect Consulting, Inc., for the above referenced hydrogeological services relating to the Rebuild and Testing of Well SW-30.

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

**SECTION 1. APPROVAL OF WORK ORDER.** The City Council of the City of Palm Coast hereby approves the terms and conditions of a work order to Connect Consulting, Inc., 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 work order 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 20th day of March 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Work Order with Connect Consulting, Inc.

Approved as to form and legality

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



**WORK ORDER**  
**City of Palm Coast (Buyer)**  
**Purchase Order #:** \_\_\_\_\_

<b>Supplier Name:</b> Connect Consulting, Inc.	<b>Date:</b> 3-13-18
<b>Address:</b> 19505 NW 184 Terrance	<b>Bid #:</b> RFQ-PW-U-15-12
<b>City, State &amp; Zip:</b> High Springs, FL 32643	<b>Project:</b> Rebuild and Testing of SW-30 Resolution 2015-35 (4-7-15) <b>Council Approval Date:</b> Resolution 2018-__ (3-20-18)

**TOTAL COST:** \$158,500.00

**ATTACHMENTS TO THIS WORK ORDER:**

- Description of Services
- Drawings/Plans/Specifications
- Special Conditions
- Rate Schedule

**METHOD OF COMPENSATION:**

- Fixed Fee Basis
- Not To Exceed
- Unit Price

**TIME FOR COMPLETION:** The obligation of SUPPLIER to provide services to CITY shall commence upon execution of this Work Order (WO) by the parties and services shall be completed by 150 days from execution. Failure to meet the completion date may be grounds for termination of this WO and the underlying Master Services Agreement (MSA) for default. Time is of the essence.

**INCORPORATION BY REFERENCE; CONFLICT.** The provisions of the MSA are hereby expressly incorporated by reference into and made a part of this WO. In the event of a conflict between the terms and conditions of the MSA and this WO, the terms of the MSA shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this WO and any attachments, the terms of this WO shall govern unless otherwise agreed to in writing by all parties.

**WITNESS WHEREOF,** the parties hereto have made and executed this Work Order on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes stated herein.

**SUPPLIER APPROVAL**

By: \_\_\_\_\_  
Printed Name \_\_\_\_\_

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

**CITY OF PALM COAST APPROVAL**

By: \_\_\_\_\_  
ASED DIRECTOR OR DESIGNEE

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

Project Mgr. Initials: \_\_\_\_\_

---

February 6, 2018

Donald Holcomb  
WTP No. 1 Lead Operator  
City of Palm Coast  
2 Utility Drive  
Palm Coast, FL 32164

**RE: Proposal – SW-30 Rebuild**  
**CCI Project No: 100.47**

**Figures**

1. Well Location Map
2. Site Photographs
3. Original Well Completion Report
4. Conceptual Subsurface Well Construction Details

**Tables**

1. Well Construction Details

Dear Mr. Holcomb:

Connect Consulting, Inc. (CCI) is pleased to submit this proposal to rebuild Public Water Supply (PWS) well SW-30, a screened and gravel-packed well originally constructed in 1979. Towards that end, we have developed a scope of work to complete the project as requested by the City. SW-30 is located off Pine Lakes Parkway, Palm Coast, FL 32137 as shown on **Figure 1**. Site photographs are shown in **Figure 2**.

**Discussion**

SW-30 was originally constructed in April 1979 by Freeman Well Drillers, Inc. (FWD). SW-30 was one of 14 shallow production wells constructed in 1979 as part of the first set of water supply wells for ITT Community Development Corporation (ICDC). The construction of SW-30 was based on the results from a test well program conducted in 1977. This test well program was the initial exploratory effort by ICDC to develop a sustainable water supply for the Palm Coast development.

SW-30 was constructed as a 16x10-inch screened and gravel-packed Confined Surficial aquifer (CSA) well. As shown in the original well completion report (**Figure 3**), SW-30 was constructed by setting and cementing 16-inch diameter steel casing to ~65 feet, followed by installing a 10-inch diameter steel casing and stainless steel well screen from 67 to 77 feet. After the initial construction was completed, the well was test pumped at 195 gallons per minute (GPM) and had a specific capacity of 5 GPM/ft. of drawdown. The original well construction details for SW-30 are listed below in **Table 1**.

**Table 1 – Well Construction Details**

Well Number	District ID	Outer Casing Diameter (in.)	Inner Casing Diameter (in.)	Outer Casing Depth (ft.)	Screen Depth (ft.)	Total Depth (ft.)	Source	Capacity (GPM)
SW-30	6659	16	10	65	67-77	82	CSA	60

Notes: in. – inches      ft. – feet      CSA – Confined Surficial aquifer  
 GPM – Gallons per minute

In the late 1990’s SW-30 began producing sediment and a 6-inch diameter PVC well screen and gravel pack was installed inside the 10-inch stainless steel screen to remedy the issue. The installation of the 6-inch PVC screen fixed the sediment production problem. However, the specific capacity has decreased to less than 1 GPM/ft. of drawdown and the production rate has decreased to less than 20 GPM since that time. In late 2017, the City requested that CCI provide a proposal to rebuild the well to improve the production rate of SW-30 leading to the submittal of this proposal.

**Scope of Work**

The following scope of work has been developed to implement the SW-30 rebuild:

A. Hydrogeologic Services:

1. Provide project management
2. Develop conceptual well design and technical specifications
3. Provide services during construction and testing
4. Collection and tabulation of testing data
5. Prepare a final report summarizing the construction and testing

B. Well Field Services:

1. Apply for and secure a Well Repair Permit for SW-30 from the St. Johns River Water Management District (SJRWMD).
2. Remove the existing vertical turbine pump and store column pipe onsite off of the ground and covered to protect from weather. Inspect the pump in the field, then transport the bowl assembly, shafts, and

- stuffing box to a pre-approved pump shop for internal inspection and repairs/parts replacement as needed. Store the pump and motor until the end of the project and a decision is made whether to purchase a new pump or re-install the existing refurbished pump in the reconstructed well.
3. Demolish and remove the existing concrete well pad and pump pedestal. Remove and dispose of the concrete off site, as appropriate.
  4. Remove the inner 6-inch PVC casing, screen assembly, and gravel from the well and scrap the materials.
  5. Remove the 10-inch inner, steel casing (~65 feet), 1-inch mild steel acid feed line (~65 feet) and the 10-inch stainless steel (50 slot) screen. In the past, this has been done by either attaching by welding a casing vibrator to the 10-inch steel casing and using a crane to pull the casing and screen assembly out of the well or by using casing jacks.
  6. Measure the depth to sand, shell, and clay fill in the borehole. If the tag is within 2-feet of bottom (below) of the outer 16-inch steel casing then proceed to the next task. However, if the borehole has remained open and/or if the tag is greater than 2-feet below the bottom of the 16-inch surface casing, back-fill the borehole with clean, medium grain quartz sand to a point ~2-feet below the bottom of the 16-inch casing.
  7. Install an air-tight welded header assembly on the top of the 16-inch outer steel casing equipped with a fitting centered on the top of the header that will allow the placement of 2-inch steel grout tremie line inside the outer casing to a point approximately 1-foot above the bottom of the 16-inch casing. Equip the header with a pressure gage.
  8. Pump neat Portland Type I/II cement through the grout tremie line, under pressure, to re-seal the cement grout seal originally placed to cement in the 16-inch surface casing in place. Remove the grout tremie line and allow the cement to cure overnight. This step may have to be repeated up to 3-times to ensure that the cement seal around the 16-inch surface casing has been re-established.
  9. After the cement seal has been reestablished and the cement has cured for at least 12-hours, drill out the cement plug using a nominal 16-inch bit. Once the cement plug has been drilled out, remove the drill string and 16-inch bit from the well.
  10. Install a 6-8-inch bit and drill a pilot hole to ~120 feet or the top of the dark green clay (base of the Hawthorn formation) by mud rotary drilling method.
  11. Condition the bore hole by circulating the drilling fluid until drill cuttings have been separated from the drilling fluid and then remove the drill string and 6-8-inch bit.
  12. Conduct electric and gamma ray geophysical logs on the mudded borehole.
  13. Drill out the 6-8-inch pilot hole to a nominal 16-inch diameter by mud rotary to ~100 feet or the depth selected by the Hydrogeologist based on the result of pilot hole drilling and geophysical logging data. The

- final screen interval will be selected from the geophysical logs and may extend from 65 feet to 95 feet.
14. Thin the drilling mud but maintain the borehole in preparation for the installation of the 10-inch inner casing and screen assembly. Note, the stainless steel casing and screen assembly should be prepared with casing centralizers placed at the top, middle, and bottom of the casing string prior to removing the drill string and bit.
  15. Furnish and install new 10-inch 316 stainless steel casing (minimum 0.250-inch wall) and 1-inch 316 stainless steel access tube line. Weld a stainless steel, threaded elbow to the stainless steel inner casing at a point ~6-inches above the weld connecting the new stainless steel screen to the new 10-inch stainless steel inner casing. Install the 1-inch stainless steel access line by adding 20-foot lengths of threaded/coupled pipe in the annulus as the 10-inch casing and screen assembly is being installed in the mudded borehole. Add a ~5-foot stainless blank/bullet section to the bottom of the screen from 95-100 feet (assuming the screened interval is 65-95 feet).
  16. Once the screen assembly is properly placed, immediately thin the mud with fresh water and install appropriately sized and graded, quartzite well rounded gravel pack by the washed tremie line method. The tremie line will consist of 1-1/2-inch thin walled PVC placed to the bottom of the screened section in the annulus. Gravel will be slowly and carefully fed down the tremie line while constantly flushing the tremie line with fresh potable water. Add chlorine solution periodically while the gravel is being installed. Adjust the tremie by lifting it up in 5-foot increments as the gravel is placed until the annulus is completely filled from the bottom of the screened section to a point ~40 below land surface. If the gravel bridges, it may be necessary to take measures to jet fresh water to break the bridge. If this fails, the well may have to be de-graveled, the screen and inner casing assembly removed, and the hole re-drilled and conditioned.
  17. Immediately after the inner casing and well screen string is installed to total depth, remove as much of the drilling mud as possible by tremie line air lifting as the first step of well development.
  18. Mix and place by tremie line to the top of the screen section (~65 feet) a ~600-gallon batch of mud thinning agent to facilitate the removal of the drilling fluid as the next step in well development. Allow the mixture of mud thinning agent to remain in the well overnight (or at least 12-hours). This step may be repeated up to three (3) times to maximize the removal of the drilling mud.
  19. Airlift and develop the well for up to 8-hours. Manage the discharge water on site to prevent erosion and flooding.
  20. Subsequent to air lift development, the well shall be developed by simultaneous high-pressure (~600 PSI) horizontal jetting and educator air lift using fresh water for up to 80 hours. It is important to keep the jetting tool in constant motion both rotating and moving the tool up and

- down in the screened section so as to not “jet” a hole in the gravel pack. Manage all discharge water to prevent erosion and flooding.
21. Monitor the gravel pack frequently during the well development and add gravel as the filter pack settles, never allowing it to drop more than ten (10) feet without adding more gravel to the annulus.
  22. Once jetting/air lift development is complete, install a development/test pump capable of pumping up to 350 GPM or as determined by the Hydrogeologist. Complete well development by over pumping (raw hide) and surging the well with the test pump for up to 60-hours. Equip the development/test pump with an accurate flow meter, up to 200-feet of leak-free hose and/or piping and diffuser to minimize the potential for erosion during pumping.
  23. Well development will be deemed complete when the discharge can be maintained sand free (<5 mg/L sand rate) and clear with a Turbidity reading of <2.0 Nephelometric Turbidity Units (NTUs).
  24. Conduct a step-drawdown pumping test on the well at three (3) increasing rates, estimated at 100-150-200 GPM (or as directed by Hydrogeologist). Flow must be accurately measured by in-line flow meter. Water levels must accurately be measured by electric tape.
  25. Calculate specific capacity based on the step-drawdown pumping test data and assist the hydrogeologist with selecting a final design flow rate for the well.
  26. Conduct a constant rate pumping test at the recommended design flow rate for 8 hours measuring water levels using an electronic water recorder such as the In-Situ Level TROLL or equal. Measure water levels manually by electric tape periodically during the constant rate test to verify Level TROLL recordings. Provide flexible hose to convey the discharge water away from the well, prevent erosion, and avoid flooding. Assist the City with the collection of water samples for laboratory analysis for Primary & Secondary Drinking Water Standards (Florida Administrative Code Chapters 62-550 and 62-555). Water samples will be collected by the City and analyzed by the City’s contract lab.
  27. Remove the test pump and discharge hoses and provide a temporary cap to secure the well.
  28. Extend the inner casing and re-build the concrete well head pedestal and pad as needed to ensure the well head meets current Florida Department of Environmental Protection (FDEP) and SJRWMD standards. Install a welded stainless steel ring plate to close the annulus between the surface and inner casings. Install a 2-inch stainless steel filter gravel access port. Fabricate the 1-inch stainless steel acid feed line to allow for its use as an access point to measure water levels in the well. The tube must allow the easy passage of a water level probe which is 5/8-inch in outside diameter and 7-inch in length.

29. Determine if the existing pump is still appropriate for the re-built well based on the hydraulic characteristics:
  - a. If yes, return the pump to the site and re-install the refurbished pump in the re-built well, grout around the discharge head base. Flow test and adjust the pump.
  - b. If no, provide a quote for a new pump based on the hydraulic characteristics of the well with approval by the Hydrogeologist. Furnish and install the new pump, flow test, and adjust new pump.
30. Reconnect the wellhead piping and modify/install additional piping where needed. Furnish and install a new 4-inch lever and spring check valve to replace the existing pressure regulating valve. Furnish and install a new 4-inch gate (isolation) valve. Furnish a Variable Frequency Drive to be installed by City personnel. The City will provide a new flow meter for installation in the pipeline.
31. Disinfect the well and turn it over to the City for bacteriologic clearance sampling.
32. Clean up and restore the site
33. Demobilize all equipment from the site.

**Figure 4** illustrates the conceptual subsurface design for the new well.

### **Cost and Schedule**

We propose to team with FWD and will complete the scope of work described above on a lump sum/fixed fee basis as follows:

SW-30 Rebuild:	\$158,500.00
Time of completion from receipt of authorization:	150 Days

We appreciate the opportunity to assist the City with this project. Please review this proposal and contact us with any questions.

Sincerely:

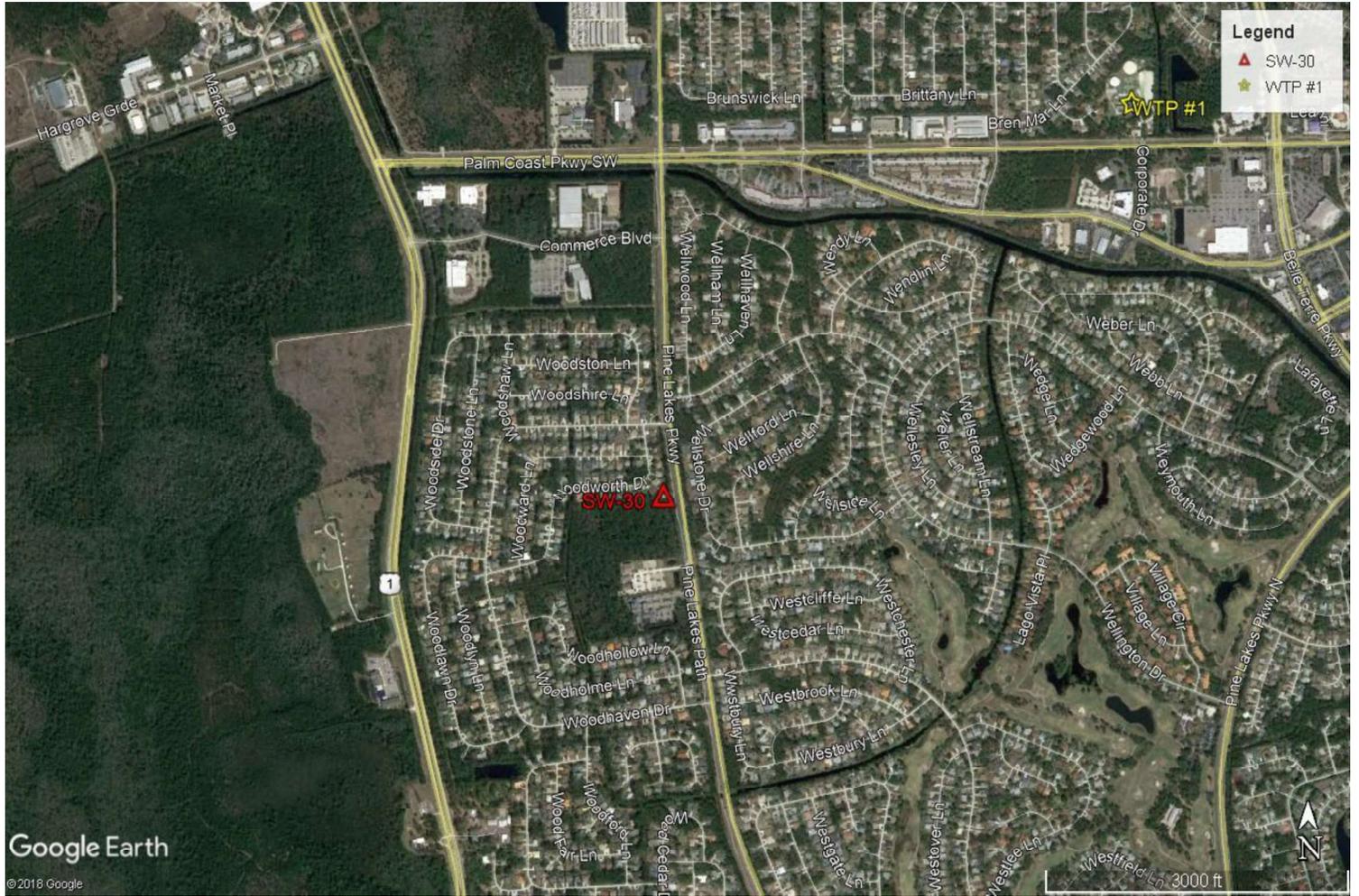
***Connect Consulting, Inc.***

*Gary E. Eichler*  
 Gary E. Eichler, P.G.  
 Principal Hydrogeologist

*David S. Robertson*  
 David S. Robertson  
 Principal Hydrogeologist

Cc: Richard Adams  
 Jim Hogan  
 Thomas Freeman  
 Jim Andersen

## FIGURES



City of Palm Coast  
 SW-30 Rebuild  
 Palm Coast, Flagler County, Florida

Well Location Map  
 Figure 1 90



ITT COMMUNITY DEVELOPMENT CORPORATION  
FLAGLER COUNTY, FLORIDA

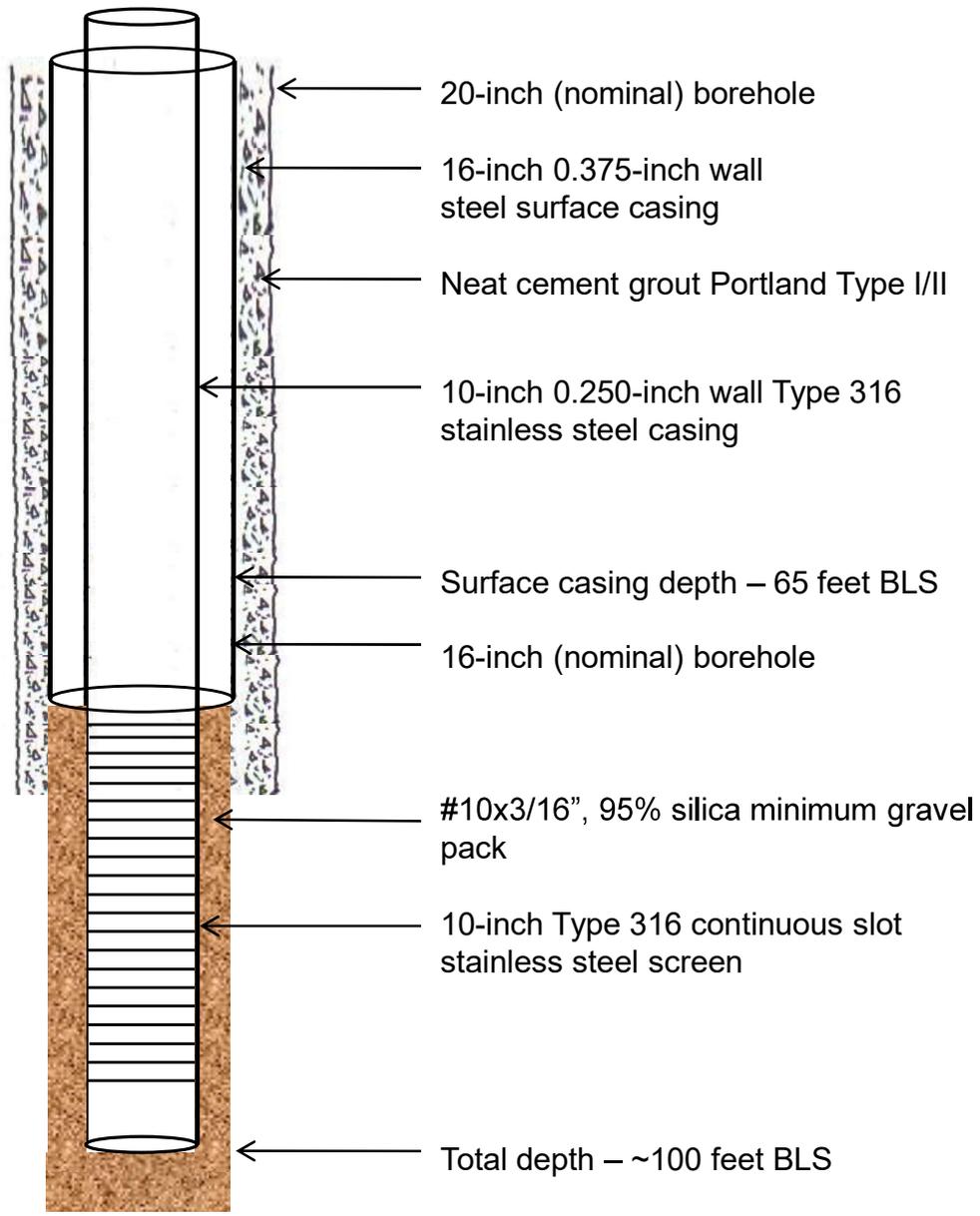
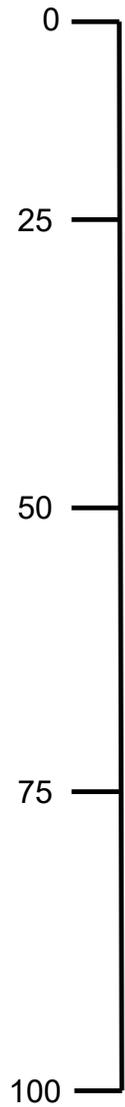
WELL COMPLETION REPORT

DEPTH	RESISTIVITY LOG	WELL CONSTRUCTION AND LITHOLOGY	GAMMA RAY LOG	TEST DATA
	- 20 + OHMS		counts/sec. 10 20 30 40	Well _____ SW-30
0				Date completed <u>15 April 1979</u>
		Sand with Org.		Location <u>Central Zone</u>
20				Elevation (msl) <u>30</u> ft
		Sand with Some Clay		Casing diameter <u>10 x 16</u> in.
40				Casing depth <u>65</u> ft
		Shell with Clay		Screen diameter <u>10</u> in.
60				Screen slot size <u>40</u>
		Shell		Screen interval <u>67-77</u> ft
80				Total depth <u>82</u> ft
		Shell and Clay		Test intervals <u>None</u>
100		Lms. with Clay		_____ ft
		Lms. with Some Shell		Well construction <u>Rotary</u>
120	No Geophysical Logs			Driller <u>Fresman Drillers</u>
		Clay		<b>FINAL PUMP TEST</b>
140				Date completed <u>4 May 1979</u>
				Duration <u>24</u> hr
				Pumping rate <u>195</u> gpm
				Static water level <u>8.66</u> ft
				Maximum drawdown <u>36.35</u> ft
				Specific capacity <u>5</u> gpm/ft
				Measuring point <u>2.3</u> ft (Above land surface)
				<b>WATER QUALITY INDICATORS (mg/l)</b>
				Chloride Cl <u>26</u>
				Total iron Fe <u>0.10</u>
				Total hardness <u>250</u>
				Sulfate SO <sub>4</sub> <u>&lt;1</u>
				Total dissolved solids <u>334</u>
				Conductivity <u>629</u> μmhos
				<b>SITE EVALUATION</b>
				Casing depth <u>65</u> ft
				Screen setting <u>67-77</u> ft
				Open hole <u>—</u> ft

Project No. GN18401.80



Depth (Ft.)



Not To Scale

Notes:

- 1. Pit casing not shown.
- 2. Actual depths to be determined in the field based on subsurface conditions and pilot hole data.

# City of Palm Coast, Florida

## Agenda Item

Agenda Date : 3/20/2018

<b>Department</b>	UTILITY	<b>Amount</b>
<b>Item Key</b>	2712	<b>Account</b>
<b>Subject</b>	RESOLUTION 2018-XX APPROVING MASTER SERVICE AGREEMENTS WITH LCD OF FLAGLER AND WASTE PRO FOR WTP#2 LIME SLUDGE HAULING AND DISPOSAL	
<p><b>UPDATED BACKGROUND FROM THE MARCH 13, 2018 WORKSHOP</b>            This item was heard by City Council at their February 27, 2018 Workshop. There were no changes suggested to this item.</p> <p><b>ORIGINAL BACKGROUND FROM THE MARCH 13, 2018 WORKSHOP</b>            The City of Palm Coast Utility Department owns and operates a 7.5384 million gallon per day water treatment facility (Water Treatment Plant #2) located at 50 Citation Blvd, Palm Coast, FL 32164. Water Treatment Plant #2 creates approximately 15 cubic yards of lime sludge daily from the Zero Liquid Discharge process that needs to be hauled and disposed offsite.</p> <p>In accordance with the City's Purchasing Policy, the City solicited (ITB-17-51) and resolicited (ITB-17-65) bids for the handling, removing, and disposal of lime sludge from WTP #2. Bids received were substantially higher (lowest bid was \$23.50 per cubic yard) than the historic costs of these services. City staff determined that the least costly method to haul and dispose of lime sludge would be to separate the hauling and disposal into two separate contracts.</p> <p><u>Lime Sludge Hauling</u>            City staff solicited quotes from haulers that currently have a franchise agreement for commercial hauling. Due to increased construction activity, commercial haulers have limited roll-off dumpsters and/or are not experienced in dealing with lime sludge. Waste Pro provided a quote of \$175.00 per pick up and transport for each 15 cubic yard container (or \$11.67 per cubic yard).</p> <p><u>Lime Sludge Disposal</u>            While Land Clearing and Demolition of Flagler (LCD) provided the low bid through ITB-UT-17-65 for both hauling and disposal, this bid was rejected due to the substantially higher costs. City staff reached out LCD for a quote just for disposal and received a favorable quote of \$9.50 per cubic yard. By separating the services, the combined cost of \$21.17 is lower than the lowest bid previously received \$23.50.</p> <p>City staff recommends that City Council approve master service agreements with LCD of Flagler and Waste Pro. Since these are master service agreements on a per unit basis, City staff will make purchases on an as-needed basis using budgeted funds appropriated by City Council. City staff estimate that the City will spend approximately \$110,000.00 annually under this contract within the City Council approved budgets. Funds for these services are budgeted for in the Utility Operations and Maintenance budget in the contractual services fund.</p>		
<p><b>Recommended Action :</b>            Approve Resolution 2018-XX approving master service agreements with LCD of Flagler and Waste Pro for WTP#2 Lime Sludge Hauling and Disposal.</p>		



**RESOLUTION 2018 - \_\_\_\_\_**  
**MASTER SERVICE AGREEMENTS**  
**LCD OF FLAGLER AND WASTE PRO**  
**FOR WTP#2 LIME SLUDGE HAULING AND DISPOSAL**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA APPROVING MASTER SERVICE AGREEMENTS WITH LCD OF FLAGLER AND WASTE PRO FOR WTP#2 LIME SLUDGE HAULING AND DISPOSAL; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE SERVICE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Land Clearing and Disposal of Flagler has expressed a desire to provide the disposal services for the spent lime sludge from Water Treatment Plant #2; and

**WHEREAS**, Waste Pro has expressed a desire to provide hauling services for the spent lime sludge from Water Treatment Plant #2; and

**WHEREAS**, the City Council of the City of Palm Coast desires to contract with Land Clearing and Disposal of Flagler and Waste Pro for 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 MASTER SERVICES AGREEMENTS.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the master services agreements with Land Clearing and Disposal of Flagler and Waste Pro, as attached hereto and incorporated herein by reference "Exhibit A."

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 20<sup>th</sup> day of March 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA SMITH, CITY CLERK

Attachments: LCD of Flagler and Waste Pro Master Services Agreement

Approved as to form and legality

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

**Bid Date:** 3/8/2018

**Bid #:** 5

**Project:**

**Bill To:**

CITY OF PALM COAST  
160 Lake Ave  
Palm Coast, FL 32164

Description	Rate	Total
Dump fees for Lime Sludge WTP2:		
Lime Sludge per Yard: \$9.50		
	<b>Total</b>	<b>\$0.00</b>



# WASTE PRO OF FLORIDA, INC.



P.O. Box 4530 • Saint Augustine, FL 32085 • Phone 800-780-0548 • Fax 904-824-6363

March 7, 2018

City palm Coast  
Lime sludge  
Palm Coast fl 32137

Dear Fred Greiner

I would like to take this opportunity to introduce you to our Company. We are Waste Pro of Florida, Inc. We have been in the waste removal industry in Florida for over 30 years, but have just recently committed to servicing the North Florida area. We have divisions in the Jacksonville, St. Augustine and Palm Coast marketplace and offer a wide range of service options that include, 4 yard to 100 yard containers and trailers. We also provide C&D Grapple service that is real convenient for residential track homebuilders. Our company also provides all types of solid waste and recycling programs customized to your needs.

The importance of finding good customers is just as important as finding quality vendors. Vendors with a solid background in their field, who will help you solve problems, address important business needs, and achieve your goals with lower costs and without the sacrifice of quality service. In today's economic environment, reducing costs is an enormous benefit for any operation.

I am writing you today because I would like to ask that you consider Waste Pro of Florida, Inc. for your recycling, construction debris and waste removal company. We are a vendor with knowledge of our business that will assist in giving you consistent, reliable, and comprehensive debris and waste removal services.

In closing, I would like to thank you for your time. If you should have any questions, or should you need further information please do not hesitate to contact me on my cell (386)937-4432 Again, thank you for your time. We hope to be working with you in the near future on your debris and waste removal needs. A service proposal has been included for your review.

Sincerely,

Nancy Finley



## **Solid Waste & Recycling Removal**

We recommend our frontload and roll off service to handle your waste and construction debris removal needs. We service Duval, Clay, St. John's, Putnam, Flagler and Volusia counties. Pricing, disposal rates and franchise fees may vary by county.

Our frontload and roll off service provides you with:

- Twenty-four hour response time to all service requests.
- A variety of container sizes and styles to meet your needs
- Professional drivers who operate safely on your premises
- Privately owned and operated

### **Recommended Service Pricing Summary**

<b><u>Service Type</u></b>	<b><u>Quantity</u></b>	<b><u>Size</u></b>	<b><u>Frequency</u></b>	<b><u>monthly</u></b>	<b><u>Charge</u></b>
<b><u>Roll-off</u></b>	<b><u>lime sludge hauling to current disposal site with 15 yard</u></b>	<b><u>containers</u></b>			<b><u>\$175.00 per container</u></b>

# City of Palm Coast, Florida Agenda Item

Agenda Date : 3/20/2018

<b>Department</b>	STREETS & DRAINAGE	<b>Amount</b>	\$55,000.00 (Annually)
<b>Item Key</b>		<b>Account</b>	# 10015011 052000
<b>Subject</b>	RESOLUTION 2018-XX APPROVING MASTER PRICE AGREEMENTS WITH MULTIPLE VENDORS FOR SIGN SHOP MATERIALS		
<b>Background :</b> <b><u>UPDATE FROM THE MARCH 13, 2018 WORKSHOP</u></b> This item was heard by City Council at their March 13, 2018 Workshop. There were no changes suggested to this item.  <b><u>ORIGINAL BACKGROUND FROM THE MARCH 13, 2018 WORKSHOP</u></b> The Public Works Streets & Drainage Division is responsible for the maintenance of all City signage (i.e., regulatory, warning, guide, traffic and street signs) and needs to purchase sign shop materials on an as-needed basis. City staff advertised and solicited bids for sign shop materials in accordance with the City's Purchasing Policy.  City staff recommends that the City Council approve master price agreements with Osburn Associates, Inc., AllMac Signs, Universal Signs & Accessories, and Allied Tube and Conduit.  Since these are price agreements, City staff will purchase items on an as-needed basis using budgeted funds appropriated by City Council. The Fiscal Year 2018 Budget includes \$55,000.00 within Public Works to purchase sign shop materials. The notice of intent to award and project bid overview are attached to this agenda item.			
<b>Recommended Action :</b> Adopt Resolution 2018-XX approving master price agreements with multiple vendors for sign shop materials.			

**RESOLUTION 2018-\_\_\_\_**  
**SIGN SHOP MATERIALS**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING MASTER PRICE AGREEMENTS WITH OSBURN ASSOCIATES, ALLMAC SIGNS, UNIVERSAL SIGNS & ACCESSORIES, & ALLIED TUBE AND CONDUIT, TO PURCHASE VARIOUS TYPES OF SIGN SHOP MATERIALS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Osburn Associates, Inc., AllMac Signs, Universal Signs & Accessories & Allied Tube and Conduit, have expressed a desire to provide various types of sign shop materials to the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to enter into a price agreements with Osburn Associates, Inc., AllMac Signs, Universal Signs & Accessories & Allied Tube and Conduit for the above referenced items.

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

**SECTION 1. APPROVAL OF AGREEMENTS.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the master price agreements with Osburn Associates, Inc., AllMac Signs, Universal Signs & Accessories & Allied Tube and Conduit, which is attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

**SECTION 6. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 20<sup>th</sup> day of March 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Master Price Agreements with Osburn Associates, Inc., AllMac Signs, Universal Signs & Accessories & Allied Tube and Conduit for sign shop materials.

Approved as to form and legality

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



# city of PALM COAST

**Administrative Services & Economic Development**  
Central Services Division

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

## NOTICE OF INTENT TO AWARD

**Project:** ITB-PW-SD-18-08 Sign Shop Materials

**Date:** February 19, 2018

**Appeal Deadline:** Appeals must be Filed by 5:00 PM on February 22, 2018

Firm	Bid Section A – Stop, School and Object Markers
<b>Osburn Associates, Inc.</b> St. Petersburg, FL	<b>\$33,953.00</b>
<b>Universal Signs &amp; Accessories</b> Ft. Pierce, FL	\$36,654.00
<b>AllMac Signs</b> Harwich, MA	\$40,541.00
<b>Kolob Industries, LLC</b> Heber City, UT	\$71,400.00
<b>Allied Tube and Conduit</b> Harvey, IL	No Bid
<b>Vulcan, Inc. (dba Vulcan Aluminum, Vulcan Signs)</b> Foley, AL	No Bid

The intent of the City of Palm Coast is to award ITB-PW-SD-18-08 Section A to Osburn Associates, Inc.

Firm	Bid Section B – Aluminum Street Sign Blanks
<b>AllMac Signs</b> Harwich, MA	<b>\$36,827.00</b>
<b>Universal Signs &amp; Accessories</b> Ft. Pierce, FL	\$39,082.00
<b>Osburn Associates, Inc.</b> St. Petersburg, FL	\$57,791.00
<b>Kolob Industries, LLC</b> Heber City, UT	\$96,500.00
<b>Allied Tube and Conduit</b> Harvey, IL	No Bid
<b>Vulcan, Inc. (dba Vulcan Aluminum, Vulcan Signs)</b> Foley, AL	No Bid

The intent of the City of Palm Coast is to award ITB-PW-SD-18-08 Section B to AllMac Signs.

Firm	Bid Section C – Misc. Aluminum Blanks
<b>Universal Signs &amp; Accessories</b> Ft. Pierce, FL	<b>\$9,605.00</b>
<b>AllMac Signs</b> Harwich, MA	\$10,189.50
<b>Osburn Associates, Inc.</b> St. Petersburg, FL	\$10,390.00
<b>Kolob Industries, LLC</b> Heber City, UT	\$17,500.00
<b>Vulcan, Inc. (dba Vulcan Aluminum, Vulcan Signs)</b> Foley, AL	\$18,820.00
<b>Allied Tube and Conduit</b> Harvey, IL	No Bid

The intent of the City of Palm Coast is to award ITB-PW-SD-18-08 Section C to Universal Signs and Accessories.

Firm	Bid Section D – U-Channel Posts
<b>Allied Tube and Conduit</b> Harvey, IL	<b>\$58,030.00</b>
<b>Osburn Associates, Inc.</b> St. Petersburg, FL	\$66,086.00
<b>Universal Signs &amp; Accessories</b> Ft. Pierce, FL	\$70,380.00
<b>AllMac Signs</b> Harwich, MA	\$83,658.00
<b>Vulcan, Inc. (dba Vulcan Aluminum, Vulcan Signs)</b> Foley, AL	No Bid
<b>Kolob Industries, LLC</b> Heber City, UT	No Bid

The intent of the City of Palm Coast is to award ITB-PW-SD-18-08 Section D to Allied Tube and Conduit.

**Cc: Contract Coordinator, Project Manager, ASED Director, Department Director**

*Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Central Service Division's Bid Protest procedures.*

*A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Administrative Services and Economic Development Director, Beau Falgout (bfaigout@palmcoastgov.com) shall constitute a waiver of the protest proceedings.*

*Any decision of the Administrative Services and Economic Development Director may be appealed to the City Manager by filing a written appeal to the City Manager within seven (7) days of the Administrative Services and Economic Development Director's decision. Any decision of the City Manager may be appealed to the City Council by filing a written appeal to the City Clerk within seven (7) days of the City Manager's decision. The same procedures as above shall apply to contest the award of the contract.*



# ITB-PW-SD-18-08 - ITB-PW-SD-18-08 Sign Shop Materials

## Project Overview

<b>Project Details</b>	
<b>Reference ID</b>	ITB-PW-SD-18-08
<b>Project Name</b>	ITB-PW-SD-18-08 Sign Shop Materials
<b>Project Owner</b>	Jesse Scott
<b>Project Type</b>	ITB
<b>Department</b>	Procurement
<b>Budget</b>	\$0.00 - \$0.00
<b>Project Description</b>	The City of Palm Coast intends to purchase on an “as needed basis”, Sign Shop Materials, with a Term Contract Agreement. The categories include: • Stop signs • Street Sign Blanks • Aluminum Blanks – no sheeting • U-Channel Posts
<b>Open Date</b>	Jan 10, 2018 8:00 AM EST
<b>Close Date</b>	Feb 08, 2018 2:00 PM EST

<b>Awarded Suppliers</b>	<b>Reason</b>	<b>Score</b>
<b>AllMac Signs</b>		<b>10.99 pts</b>



<b>Allied Tube &amp; Conduit Corporation</b>		<b>32.43 pts</b>
<b>Universal Signs &amp; Accessories</b>		<b>12.09 pts</b>
<b>Osburn Associates, Inc</b>		<b>11.19 pts</b>

## Conflict of Interest

# Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: \* has direct or indirect financial interest in the award of the contract to any proponent; \* is currently employed by, or is a consultant to or under contract to a proponent; \* is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, \* has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

<b>Name</b>	<b>Date Signed</b>	<b>Has a Conflict of Interest?</b>
Michael Marinelli	Feb 13, 2018 8:05 AM EST	No
Tyler Gibson	Feb 13, 2018 6:42 AM EST	No
Jesse Scott	Feb 08, 2018 2:10 PM EST	No



## Project Criteria

Criteria	Points	Description
Completed Forms	Pass/Fail	All Forms submitted and complete
Forms A-D, 1-10	Pass/Fail	All Forms completed and signed.
Pricing Form C.2	100 pts	Form C.2 Pricing Excel Spreadsheet
<b>Total</b>	<b>100 pts</b>	



# Scoring Summary

## Active Submissions

	<b>Total</b>	<b>Completed Forms</b>	<b>Forms A-D, 1-10</b>	<b>Pricing Form C.2</b>
<b>Supplier</b>	<b>/ 100 pts</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>/ 100 pts</b>
Vulcan Inc., dba Vulcan Signs, Vulcan Aluminum	100 pts	Pass	Pass	100 pts (\$18,820.00)
Allied Tube & Conduit Corporation	32.43 pts	Pass	Pass	32.43 pts (\$58,030.00)
Universal Signs & Accessories	12.09 pts	Pass	Pass	12.09 pts (\$155,721.00)
Osburn Associates, Inc	11.19 pts	Pass	Pass	11.19 pts (\$168,220.00)
AllMac Signs	10.99 pts	Pass	Pass	10.99 pts (\$171,215.00)



	<b>Total</b>	<b>Completed Forms</b>	<b>Forms A-D, 1-10</b>	<b>Pricing Form C.2</b>
<b>Supplier</b>	<b>/ 100 pts</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>/ 100 pts</b>
KOLOB INDUSTRIES LLC	10.15 pts	Pass	Pass	10.15 pts (\$185,400.00)

# City of Palm Coast, Florida Agenda Item

Agenda Date: 3/13/2018

<b>Department</b>	PUBLIC WORKS	<b>Amount</b>	
<b>Item Key</b>		<b>Account #</b>	65010071-052000
<b>SUBJECT:</b> RESOLUTION 2018-XX APPROVING MASTER PRICE AGREEMENTS WITH FLAGLER POWER EQUIPMENT AND L&B HOMES DBA ST. JOHNS SALES AND SERVICE FOR MOWER PARTS			
<b><u>UPDATED BACKGROUND FROM THE MARCH 13, 2018 MEETING:</u></b> This item was heard by City Council at their March 13, 2018 Workshop. There were no changes suggested to this item.			
<b><u>ORIGINAL BACKGROUND FROM THE March 13, 2018 WORKSHOP:</u></b> The Public Works Department is responsible for maintaining mowers and related equipment and needs to purchase mower parts on an as-needed basis. City staff advertised and solicited bids for mower parts in accordance with the City's Purchasing Policy.  City staff recommends that the City Council approve master price agreements with Flagler Power Equipment of Bunnell, FL and L&B Homes DBA St. Johns Sales and Service of St. Augustine, FL.  Since these are price agreements, City staff will purchase items on an as-needed basis using budgeted funds appropriated by City Council. The Fiscal Year 2018 Budget includes \$70,000.00 within Public Works to purchase various mower parts. The notice of intent to award and project bid overview are attached to this agenda item.			
<b>Recommended Action :</b> Adopt Resolution 2018-XX approving master price agreements with Flagler Power Equipment and L&B Homes DBA St. Johns Sales and Service for mower parts.			

**RESOLUTION 2018-\_\_\_\_**  
**MOWER PARTS**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING MASTER SERVICE AGREEMENTS WITH L&B HOMES DBA ST. JOHN’S SALES AND SERVICE & FLAGLER POWER EQUIPMENT, TO PURCHASE VARIOUS TYPES OF MOWER PARTS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, L&B Homes DBA St. John’s Sales and Service & Flagler Power Equipment, have expressed a desire to provide various types of mower parts to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to enter into a price agreements with L&B Homes DBA St. John’s Sales and Service & Flagler Power Equipment for the above referenced items.

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

**SECTION 1. APPROVAL OF PRICE AGREEMENTS.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the master price agreements with L&B Homes DBA St. John’s Sales and Service & Flagler Power Equipment, which is attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

**SECTION 6. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 20<sup>th</sup> day of March 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" –Master Price Agreements with L&B Homes DBA St. John's Sales and Service & Flagler Power Equipment

Approved as to form and legality

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



# City of PALM COAST

**Administrative Services & Economic Development**  
Central Services Division

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

## NOTICE OF INTENT TO AWARD

**Project:** ITB-PW-18-23 Mower Parts

**Date:** February 19, 2018

**Appeal Deadline:** Appeals must be Filed by 5:00 PM on February 22, 2018

Firm	Bid Section A – Stihl Parts
<b>L&amp;B Homes DBA St. Johns Sales and Service</b> Saint Augustine, FL	\$16,703.15
<b>K&amp;M Mower Repair</b> Bunnell, FL	\$18,514.73
<b>Flagler Power Equipment</b> Bunnell, FL	No Bid

The intent of the City of Palm Coast is to award ITB-PW-18-23 Section A to L&B Homes DBA St. Johns Sales and Service.

Firm	Bid Section B – Lastec Parts
<b>Flagler Power Equipment</b> Bunnell, FL	\$14,064.46
<b>L&amp;B Homes DBA St. Johns Sales and Service</b> Saint Augustine, FL	No Bid
<b>K&amp;M Mower Repair</b> Bunnell, FL	No Bid

The intent of the City of Palm Coast is to award ITB-PW-18-23 Section B to Flagler Power Equipment.



Firm	Bid Section C – Gravelly Parts
<b>Flagler Power Equipment</b> Bunnell, FL	\$222.81
<b>L&amp;B Homes DBA St. Johns Sales and Service</b> Saint Augustine, FL	No Bid
<b>K&amp;M Mower Repair</b> Bunnell, FL	No Bid

The intent of the City of Palm Coast is to award ITB-PW-18-23 Section C to Flagler Power Equipment.

Firm	Bid Section D – Scag Parts
<b>Flagler Power Equipment</b> Bunnell, FL	\$1,947.34
<b>L&amp;B Homes DBA St. Johns Sales and Service</b> Saint Augustine, FL	No Bid
<b>K&amp;M Mower Repair</b> Bunnell, FL	No Bid

The intent of the City of Palm Coast is to award ITB-PW-18-23 Section D to Flagler Power Equipment.

Firm	Bid Section E – John Deer Parts
<b>Flagler Power Equipment</b> Bunnell, FL	No Bid
<b>L&amp;B Homes DBA St. Johns Sales and Service</b> Saint Augustine, FL	No Bid
<b>K&amp;M Mower Repair</b> Bunnell, FL	No Bid

The intent of the City of Palm Coast is to NOT award ITB-PW-18-23 Section E.

Firm	Bid Section F – Toro Parts
<b>L&amp;B Homes DBA St. Johns Sales and Service</b> Saint Augustine, FL	\$662.10
<b>K&amp;M Mower Repair</b> Bunnell, FL	\$769.06
<b>Flagler Power Equipment</b> Bunnell, FL	\$770.90

The intent of the City of Palm Coast is to award ITB-PW-18-23 Section F to L&B Homes DBA St. Johns Sales and Service.

Firm	Bid Section G – Exmark Parts
<b>Flagler Power Equipment</b> Bunnell, FL	\$647.64
<b>L&amp;B Homes DBA St. Johns Sales and Service</b> Saint Augustine, FL	No Bid
<b>K&amp;M Mower Repair</b> Bunnell, FL	No Bid

The intent of the City of Palm Coast is to award ITB-PW-18-23 Section G to Flagler Power Equipment.

**Cc: Contract Coordinator, Project Manager, ASED Director, Department Director**

*Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Central Service Division's Bid Protest procedures.*

*A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Administrative Services and Economic Development Director, Beau Falgout (bfaigout@palmcoastgov.com) shall constitute a waiver of the protest proceedings.*

*Any decision of the Administrative Services and Economic Development Director may be appealed to the City Manager by filing a written appeal to the City Manager within seven (7) days of the Administrative Services and Economic Development Director's decision. Any decision of the City Manager may be appealed to the City Council by filing a written appeal to the City Clerk within seven (7) days of the City Manager's decision. The same procedures as above shall apply to contest the award of the contract.*



# ITB-PW-18-23 - Mower Parts

## Project Overview

<b>Project Details</b>	
<b>Reference ID</b>	ITB-PW-18-23
<b>Project Name</b>	Mower Parts
<b>Project Owner</b>	Jesse Scott
<b>Project Type</b>	ITB
<b>Department</b>	Procurement
<b>Budget</b>	\$0.00 - \$0.00
<b>Project Description</b>	This Invitation to Bid is issued for the purpose of establishing a one year contract with vendor(s) capable of providing parts for the City's mowing equipment.
<b>Open Date</b>	Jan 31, 2018 8:00 AM EST
<b>Close Date</b>	Feb 15, 2018 2:00 PM EST

<b>Awarded Suppliers</b>	<b>Reason</b>	<b>Score</b>
<b>St. Johns Sales And Service</b>		<b>0 pts</b>
<b>Flagler Power Equipment</b>		<b>0 pts</b>



## Seal status

Requested Information	Unsealed on	Unsealed by
Forms 1-10 and A,B,C and D	Feb 15, 2018 2:17 PM EST	Beau Falgout
Pricing Spreadsheet C-2	Feb 15, 2018 2:17 PM EST	Beau Falgout
Signed and Dated Addenda	Feb 15, 2018 2:17 PM EST	Beau Falgout

## Conflict of Interest

# Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: \* has direct or indirect financial interest in the award of the contract to any proponent; \* is currently employed by, or is a consultant to or under contract to a proponent; \* is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, \* has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Roger Lachance	Feb 16, 2018 9:38 AM EST	No
fred vitagliano	Feb 16, 2018 8:09 AM EST	No



Jesse Scott	Feb 16, 2018 8:52 AM EST	No
andy hyatt	Feb 16, 2018 2:17 PM EST	No



## Project Criteria

Criteria	Points	Description
Pricing Spreadsheet C-2	0 pts	Complete and submitted
Addenda	Pass/Fail	Signed and dated, turned in with bid documents
Forms and Proposal	Pass/Fail	Completed and Submitted as requested
Bid package and Forms	Pass/Fail	Technical Review
<b>Total</b>	<b>0 pts</b>	



## Scoring Summary

### Active Submissions

	<b>Total</b>	<b>Pricing Spreadsheet C-2</b>	<b>Addenda</b>	<b>Forms and Proposal</b>	<b>Bid package and Forms</b>
<b>Supplier</b>	<b>/ 0 pts</b>	<b>/ 0 pts</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>
St. Johns Sales And Service	0 pts	0 pts (\$17,365.25)	Pass	Pass	Pass
Flagler Power Equipment	0 pts	0 pts (\$17,653.18)	Pass	Pass	Pass
KM MOWER REPAIR	0 pts	0 pts (\$19,283.79)	Pass	Pass	Pass

# City of Palm Coast, Florida Agenda Item

Agenda Date : 3/20/2018

<b>Department</b>	STREETS & DRAINAGE	<b>Amount</b>	
<b>Item Key</b>	2727	<b>Account</b>	
		<b>#</b>	
<b>Subject</b>	RESOLUTION 2018-XX APPROVING PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT WITH VERMEER SOUTHEAST SALES AND SERVICES, INC. FOR THE PURCHASE OF A CHIPPER		
<b>UPDATED BACKGROUND FROM THE MARCH 13, 2018 WORKSHOP</b>			
This item was heard by City Council at their February 27, 2018 Workshop. There were no changes suggested to this item.			
<b>ORIGINAL BACKGROUND FROM THE MARCH 13, 2018 WORKSHOP</b>			
This chipper was originally rented to support cleanup operations and was used extensively during the response to Hurricane Irma, and has continued to be used extensively by all divisions of Public Works. This chipper has been used for tree trimming along our walking paths at numerous streets and parks, and has been used extensively by our Stormwater Ditch Projects Team. If the purchase is authorized, this chipper will continue to be utilized daily in these tasks, and would be invaluable in the response to any future major storm events.			
City staff have an opportunity to purchase this chipper through the pricing available by piggybacking the Florida Sheriff's Association Contract. Piggybacking existing competitively bid contracts is advantageous since the pricing is generally better than what the City could obtain on its own and the City does not incur the expense and delay of soliciting a bid. In addition, the original rental agreement allowed for 85% of rental fees to be applied to the final purchase. The purchase price through the Florida Sheriff's Contract is \$71,437.00. Applying 85% of the rental fees incurred would result in a net price of \$46,957.00. Funds for the purchase would be paid out using Fleet Fund contingency reserves that are available due to other fleet purchases coming under their budgeted amounts.			
<b>SOURCE OF FUNDS WORKSHEET FY 2018</b>			
Fleet Fund 65010071-064000		\$1,957,900.00	
Total Expenses/Encumbered to date		\$1,869,966.00	
Pending Work Orders/Contracts		\$ 0.00	
Current Work Order		\$ 46,957.00	
<b>Balance</b>		<b>\$ 40,976.88</b>	
<b>Recommended Action :</b>			
Adopt Resolution 2018-XX approving piggybacking the Florida Sheriff's Association Contract with Vermeer Southeast Sales and Services, Inc. for the purchase of a chipper.			

**RESOLUTION 2018-\_\_\_\_**  
**APPROVING PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION**  
**CONTRACT WITH VERMEER SOUTHEAST SALES AND SERVICES, INC.**  
**FOR THE PURCHASE OF A CHIPPER**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT WITH VERMEER SOUTHEAST SALES AND SERVICES, INC., FOR THE PURCHASE OF A CHIPPER; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Vermeer Southeast Sales and Service Inc., have expressed a desire to provide a Vermeer BC1800 XL (Serial# 1VRY151Z2H1006477) Chipper to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to piggyback the Florida Sheriff's Association Contract with Vermeer Southeast Sales and Services, Inc. for the purchase of a chipper.

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

**SECTION 1. APPROVAL OF PIGGBACK.** The City Council of the City of Palm Coast hereby approves piggybacking the Florida Sheriff's Association Contract with Vermeer Southeast Sales And Services, Inc., which is attached hereto and incorporated herein by reference as Exhibit "A."

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

**SECTION 3. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent

jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

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

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

**SECTION 6. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 20<sup>th</sup> day of March 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Engagement Letter with Vermeer Southeast Sales and Service Inc.

Approved as to form and legality

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



Vermeer Southeast Sales & Service, Inc.  
 11550 Phillips Highway  
 Jacksonville, Florida 32256

**QUOTE**

Date: 10/3/2017-04/03/18

Sales Rep: Gregg Smith

**Customer Information:**

City of Palm Coast  
1 Wellfield Grade  
Palm Coast, FL 32164

**Delivered to:**

City of Palm Coast  
1 Wellfield Grade  
Palm Coast, FL 32164

**Contact Name:** Roger Lachance  
**Phone Number:** 508-642-9937

**Payment method:** RPO Purchase Order

Qty	DESCRIPTION and SERIAL #	Unit Price	TOTAL
	Vermeer BC1800XL Serial # 1VRY151Z2H1006477 18" Diameter Drum Style Brush Chipper 130 HP Cummins 3.8L Tier 4 Final turbocharged diesel engine Pre-Cleaner / DEF Tank High coolant temp and low oil pressure automatic shut down Variable speed dual verticle feed rollers Selectable Smartfeed Ecoidle Lower Feed Bar Stop		\$ -
	Pricing per FL Sheriff's Contract FSA17-VEH 15.0 Specification #63 Title: BRUSH CHIPPER - TRAILER MOUNTED - Model BC1500		
1	Bid Price Per FSA contract	\$ 61,250.00	\$ 61,250.00
1	Upgrade To BC1800XL	\$ 6,493.00	\$ 6,493.00
1	ADD: Optional Winch Feature to BC1800XL	\$ 3,694.00	\$ 3,694.00
	Rental Start Date 10/03/2017 Rental End Date 04/03/2018		
	6 Months Rental at \$4,800 per month	\$ 28,800.00	\$ -
1	85% of Rental Credit Application	\$ (24,480.00)	\$ (24,480.00)
		SubTotal	\$ 46,957.00
		Tax	
	<b>THANK YOU FOR YOUR BUSINESS!</b>	<b>Total</b>	\$ 46,957.00
		Less Down Payment	
	<b>TERMS:</b>	<b>Balance Due</b>	\$ 46,957.00

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. Dealer makes no warranties express or implied, including, but not limited to, warranties of MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

Customer \_\_\_\_\_

Terms and Conditions

1. The rental period shall begin on and include the date of delivery to the LESSEE and shall end on and include the date of return to LESSOR'S business location designated herein. The rental period shall be the rental period shown on the face thereof and if LESSEE retains the Equipment after the expiration of said period this agreement shall be deemed to be extended. Prior authorization must be obtained by LESSEE from LESSOR to extend the rental period. If prior authorization is obtained, the rental rate shall be the same as noted above unless otherwise stated by LESSOR.
2. The LESSEE agrees that the rates provided for in this contract are considered straight time rates based on not more than eight (8) hours per day, forty (40) hours per week, or one hundred seventy-six (176) hours in any one thirty (30) consecutive day period. Should the machinery be used longer than the above specified hours in any specific period, the overtime rate shall be based as follows:
  - 1/8<sup>th</sup> of the daily rate for each hour worked in excess of eight (8) hours in one day;
  - 1/40<sup>th</sup> of the weekly rate for each hour worked in excess of forty (40) hours in any one weekly period;
  - 1/176<sup>th</sup> of the monthly rate for each hour in excess of one hundred seventy-six (176) hours worked in any thirty (30) consecutive day period.

The minimum rental period is one day. The weekly rate applies only if the Equipment is out at least one full week. The monthly rate applies only if the Equipment is out at least thirty days. No allowance will be made for Sunday, holidays, time in transit, or any period of time Equipment may not be in actual use while in LESSEE'S possession, except as provided in paragraph 7.

3. LESSEE is exempt from the Florida Sales and Use Tax and will furnish the Vendor with proof of tax exemption upon request. shall be liable for and shall reimburse LESSOR for amounts equal to any sales, use, license or registration fees levied or based upon based upon the rentals, or the Equipment, or the use or the operation thereof. INITIAL HERE  
N
4. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OF THE RENTED EQUIPMENT, NOR AN AGENT OF THE MANUFACTURER, AND MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE RENTED EQUIPMENT, INCLUDING, BUT NOT LIMITED TO WARRANTIES AGAINST PATENT OR LATENT DEFECTS IN MATERIAL, WORKMANSHIP OR EQUIPMENT CAPACITY. FURTHERMORE, LESSOR GIVES NO WARRANTIES AS TO WHETHER THE EQUIPMENT MEETS ANY CERTAIN REQUIREMENTS OF LAW, RULES, SPECIFICATIONS OR CONTRACT TERMS. EQUIPMENT IS RENTED BY LESSEE "AS IS", WITHOUT WARRANTIES EXPRESS OR IMPLIED. LESSOR FURTHER ACKNOWLEDGES THAT LESSEE HAS BEEN PROVIDED THE OPPORTUNITY TO REVIEW ALL OPERATIONS MANUALS AND OTHER MATERIALS PROVIDED BY THE MANUFACTURER AND MAINTAINED AT LESSOR'S PLACE OF BUSINESS, THAT LESSEE HAS INSPECTED THE RENTAL ITEMS AND THAT THE SAME MEET WITH LESSEE'S APPROVAL, ARE SUITABLE TO LESSEE'S INTENDED PURPOSES, AND ARE IN PROPER OPERATING CONDITION UPON DELIVERY. INITIAL HERE  
N
5. LESSOR shall use reasonable care to see that the Equipment is in proper working condition before delivery to LESSEE. If LESSEE so requests, the Equipment will be operated in LESSEE'S presence at a time and place designated by LESSOR prior to delivery to LESSEE. If the Equipment is shipped to LESSEE and arrives in damaged condition, LESSEE shall note such damage on the bill of lading or any other receipt requested by the transporter and shall immediately notify LESSOR. The acceptance by LESSEE of the Equipment shall constitute an acknowledgement that the Equipment has been received undamaged, in good repair and operating condition except to the extent noted by LESSEE on the bill of lading or other delivery receipt.
6. LESSEE agrees to care for the Equipment properly, to use it within its rated capacity, to restrict its use to LESSEE'S qualified personnel and to prohibit anyone other than LESSOR'S authorized personnel to repair, modify, or adjust the Equipment and to notify LESSOR immediately of accidents, disabilities, failures or like information concerning the Equipment. LESSEE further agrees to pay for all damage to the Equipment resulting from causes from other than normal wear and tear upon receipt of invoice therefor from LESSOR for LESSOR'S costs and expense of repair. LESSEE shall take care of normal needs of the Equipment, including supplying fuel, oil, grease and water, daily checking of general condition, including tires, oil levels, cooling system, water and batteries, recharging batteries, and will perform routine preventive maintenance set forth in the Machine Operator's Manual for the Equipment. LESSOR will provide all other service and maintenance. LESSEE agrees to promptly make the equipment available for inspection and/or servicing WITHIN 24 HOURS of LESSOR'S request. If LESSEE requires service at times other than LESSOR'S business hours, LESSEE agrees to pay the difference between LESSOR'S straight time and overtime rates for mechanic's time.
7. In the event the Equipment becomes inoperable for reasons other than accident, improper use or failure of LESSEE to comply with its obligations hereunder, no rental shall be charged for the period of time between actual notice to LESSOR of the inoperable condition of the Equipment and the time when it is returned to service. LESSOR shall not be obligated to furnish substitute Equipment nor shall it be liable for down time or special or consequential damages of any nature whatsoever.
8. LESSEE ASSUMES ALL RISKS AND LIABILITIES ARISING FROM RENTAL AND EXPRESSLY AGREES TO FULLY AND COMPLETELY INDEMNIFY AND HOLD HARMLESS FROM ANY AND ALL CLAIMS, INCLUDING, BUT NOT LIMITED TO CLAIMS OR LIENS ASSERTED FROM LOSS OF OR DAMAGE TO THE EQUIPMENT, BUSINESS LOSSES, PENALTIES, LIABILITIES FOR PERSONAL INJURY OR DEATH AND ALL EXPENSES RELATED THERETO INCLUDING COSTS, PENALTIES, ATTORNEY FEES, HOWSOEVER INCURRED, ARISING FROM THE RENTAL, USE, TRANSPORT, STORAGE OR OPERATION OF SAID EQUIPMENT. LESSEE, at its own expense, shall carry and provide proof satisfactory to LESSOR of adequate public liability insurance against bodily injury, including death, and against property damage shall keep all Equipment insured at its full insurable value against fire and theft and under extended coverage, and shall name LESSOR as loss payee and additional insured. Notwithstanding the foregoing, Lessee reserves its rights, benefits and immunities of sovereign immunity pursuant to 768.28 Florida Statutes and nothing herein shall affect such rights, benefits and immunities. INITIAL HERE  
N
9. LESSEE agrees, whenever requested by LESSOR, to give LESSOR the exact location of the Equipment covered by this lease and LESSOR and the manufacturer of the equipment shall have the privilege at all times of entering any shop, building, or location where the Equipment is being used for the purpose of inspection. LESSOR shall have the right of removing the Equipment without notice, and terminating this lease if it is being overloaded or taxed beyond its capacity or in any manner abused or neglected or if LESSEE fails to pay any rental or other sum payable hereunder when due, or if LESSEE becomes subject to any state or federal insolvency, bankruptcy, receivership, trusteeship or similar proceeding. If LESSEE shall default in any other term of the Contract, LESSOR may immediately terminate this Contract by notice in writing to LESSEE and repossess all items of Equipment wherever they may be found, but LESSEE shall nevertheless remain liable for all sums then due and unpaid, plus a reasonable amount for attorney's fees and such expenses as may be expended in the repossession of the Equipment and all costs and fees arising from LESSEE'S breach of this agreement. The remedies provided herein in favor of LESSOR shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in LESSOR'S favor existing at law or in equity. Any notice hereunder shall be deemed sufficiently given if in writing it is delivered to LESSEE personally, or sent by mail addressed to LESSEE at the address set forth upon the reverse side hereof. INITIAL HERE  
N
10. This is a Contract of rental only and nothing herein conveys to LESSEE any right, title or interest in or to any of the Equipment except as a LESSEE.
11. LESSEE shall not assign this lease or sublet the Equipment. LESSOR shall have the right to assign this lease and/or the rental due hereunder and LESSEE agrees to honor any such assignment in accordance with its terms upon receipt of written notice thereof.

I have read and agree to the above terms and conditions.

Authorized Representative for  
LESSEE:

City of Palm Coast

By: 

Name (print): Nestor Abreu, Director of Public Works

Dated: 10/10/17

RENTAL AGREEMENT NO. \_\_\_\_\_

**VERMEER SOUTHEAST SALES & SERVICE, INC.**

An authorized Vermeer Rental System Dealer, with offices at  
11550 Phillips Hwy, Jacksonville, FL 32256 \_\_\_\_\_ (Lessor),

hereby rents to City of Palm Coast Public Works NSA INITIAL HERE

with offices at 1 Wellfield  
Grade, Palm  
Coast, FL  
32164 \_\_\_\_\_ (Lessee),

and LESSEE hereby hires from LESSOR, the following Equipment (the equipment), for the approximate rental period and at the rental rate show below, subject to the other terms and conditions of this agreement.

ITEM OF EQUIPMENT AND IDENTIFICATION NO.	APPROXIMATE RENTAL PERIOD	RENTAL RATE		AGREED VALUE
		WEEK	MONTH	
BC1800XLW serial #1VRY151Z2H1006477			\$4,800.00	\$78,000.00

LESSEE IS RESPONSIBLE FOR INSURANCE AND MAINTENANCE WHILE EQUIPMENT IS ON RENT. LESSEE MUST FURNISH LESSOR WITH CERTIFICATE OF INSURANCE THAT INCLUDES "ALL RISK" DAMAGE INSURANCE, LIABILITY INSURANCE WITH MINIMUM LIMITS OF \$500,000 SINGLE LIMIT, SHOWS AGREED VALUE OF PHYSICAL EQUIPMENT ON RENT AND LISTS LESSOR AS "LOSS PAYEE" AND "ADDITIONAL INSURED". NSA INITIAL HERE

The Equipment will be kept and used by LESSEE at: City of Palm Coast Public Works NSA INITIAL HERE

LOCATION	DATE	AMOUNT
DELIVERY TO LESSEE AT: Vermeer Southeast	10/3/2017	\$4,800.00
PICKED UP (RETURNED TO LESSOR) AT: Vermeer Southeast	10/31/2017	
RENTAL PREPAYMENT FOR:		

**\*Client is responsible for all wear items on machine\***

DATE	TIME	HOUR METER READING	TAXES AND OTHER CHARGES TOTAL PAYMENT DUE ON DELIVERY	\$4,800.00
TIME IN				
TIME OUT				
TOTAL HOURS				

LESSOR AND LESSEE AGREE THAT THE TERMS AND CONDITIONS ON THE REVERSE SIDE  
HEREOF ARE A PART OF THIS AGREEMENT AND ARE THOROUGHLY UNDERSTOOD.

LESSOR: VERMEER SOUTHEAST SALES & SERVICE, INC. LESSEE: City of Palm Coast

BY [Signature] BY [Signature]  
DATE 10/10/17 DATE 10/10/17  
Nestor Abreu, Director of Public Works



# City of PALM COAST

**Administrative Services & Economic Development**  
Central Services Division

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

February 27, 2018

Dan Rockefeller  
Contract Representative  
Vermeer Southeast Sales & Service, Inc  
4559 Old Winter Garden Road  
Orlando, FL 32811

**RE: Engagement Letter Authorizing Piggyback  
Brush Chipper - Trailer Mounted Specification # 63**

\_\_\_\_\_  
Contract Name  
**FSA17-VEH 15.0**  
\_\_\_\_\_  
Contract Reference

Dear Dan Rockefeller,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:  
*Rose Conceicao*  
9C4ED497E51242A...

Rose Conceicao  
Risk Management & Contract Coordinator  
[rconceicao@palmcoastgov.com](mailto:rconceicao@palmcoastgov.com)



**Engagement Letter Authorizing Piggyback  
Brush Chipper - Trailer Mounted Specification # 63**

Contract Name  
**FSA17-VEH 15.0**  
Contract Reference

**CITY OF PALM COAST**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Vermeer Southeast Sales & Service, Inc

DocuSigned by  
*Dan Rockefeller*  
A9445ACCD7F410...

\_\_\_\_\_  
Signature

Dan Rockefeller

\_\_\_\_\_  
Print Name

Mar 1, 2018 | 10:57 AM PST

\_\_\_\_\_  
Date

In Progress



### CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Vermeer Southeast Sales & Service, Inc  
Project Name: Brush Chipper - Trailer Mounted Specification # 63  
Bid/Reference # FSA17-VEH 15.0  
Contract Type: Piggyback

Contract Value \$ 46957.00

Resolution # \_\_\_\_\_

City Council Approval Date: \_\_\_\_\_

Standard Contract Template (Y/N): N/A - Piggyback

If No, then Reviewed by City Attorney: N/A - Piggyback

Length of Contract: 09/30/2018

If Yes, # and length of renewals: 1 Year

Renewable (Y/N): Y

City's Project Manager Roger Lachance

**Brief Description/Purpose:**

To utilize the pricing on the Florida Sheriffs Association contract tto pruchase chipper from Vermeer.

**Approvals:**

Responsible Dept. Director \_\_\_\_\_

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

City Finance \_\_\_\_\_

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

City Attorney \_\_\_\_\_

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

ASED Director \_\_\_\_\_

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

City Manager \_\_\_\_\_

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



## FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<u><a href="#">BRUSH CHIPPER - TRAILER MOUNTED (Specification #63)</a></u>			
Bandit Industries, Inc.	2018 Bandit 15XP	Western	\$53,030.00
	2018 Bandit 15XP	Western	-- NB --
Bandit Industries, Inc.	2018 Bandit 15XP	Northern	\$53,030.00
	2018 Bandit 15XP	Northern	-- NB --
Bandit Industries, Inc.	2018 Bandit 15XP	Central	\$53,030.00
	2018 Bandit 15XP	Central	-- NB --
Bandit Industries, Inc.	2018 Bandit 15XP	Southern	\$53,030.00
	2018 Bandit 15XP	Southern	-- NB --
Environmental Products Group, Inc	2018 DuraTech TC-15	★Western	\$43,470.00
	2018 DuraTech TC-15	Western	-- NB --
Environmental Products Group, Inc	2018 DuraTech TC-15	★Northern	\$43,470.00
	2018 DuraTech TC-15	Northern	-- NB --
Environmental Products Group, Inc	2018 DuraTech TC-15	★Central	\$43,470.00
	2018 DuraTech TC-15	Central	-- NB --
Environmental Products Group, Inc	2018 DuraTech TC-15	★Southern	\$43,470.00
	2018 DuraTech TC-15	Southern	-- NB --
Morbark, LLC	2018 Morbark M15R	Western	\$58,750.00
	2018 Morbark M15R	Western	-- NB --
Morbark, LLC	2018 Morbark M15R	Northern	\$58,750.00
	2018 Morbark M15R	Northern	-- NB --
Morbark, LLC	2018 Morbark M15R	Central	\$58,750.00
	2018 Morbark M15R	Central	-- NB --
Morbark, LLC	2018 Morbark M15R	Southern	\$58,750.00
	2018 Morbark M15R	Southern	-- NB --
Vermeer Southeast Sales & Service, Inc	2018 Vermeer BC1500	Western	\$61,250.00
	2018 Vermeer BC1500	Western	-- NB --
Vermeer Southeast Sales & Service, Inc	2018 Vermeer BC1500	Northern	\$61,250.00

	2018 Vermeer BC1500	Northern	-- NB --
Vermeer Southeast Sales & Service, Inc	2018 Vermeer BC1500	Central	\$61,250.00
	2018 Vermeer BC1500	Central	-- NB --
Vermeer Southeast Sales & Service, Inc	2018 Vermeer BC1500	Southern	\$61,250.00
	2018 Vermeer BC1500	Southern	-- NB --

In Process



# FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

## BRUSH CHIPPER - TRAILER MOUNTED SPECIFICATION #63

2018 Bandit 15XP  
2018 DuraTech TC-15  
2018 Morbark M15R  
2018 Vermeer BC1500

**THE FOLLOWING ITEMS WILL BE FACTORY INSTALLED ON THE BASE VEHICLE/EQUIPMENT TO MEET THE MODEL NUMBER AND BUILD CODES OF THE VEHICLE LISTED.**

### 1. DIMENSIONS:

- a. Weight - 6800 lbs.
- b. Width - 72"
- c. Height - 100"
- d. Length - 176"
- e. 15" chipping capacity

### 2. ENGINE:

- a. 122 hp diesel engine
- b. Over center type clutch
- c. Heavy duty air cleaner
- d. Spin on type filters

### 3. CHASSIS:

- a. Main frame constructed of rectangular tubing or "z" section.
- b. 7000 lb. axle torsion type
- c. Electric brakes with breakaway switch
- d. ST 235/80R16 tires load range E
- e. Steel wheels
- f. Drop leg jack
- g. 2 1/2" diameter lunette or 2 5/16" ball hitch
- h. Adjustable height hitch
- i. Safety chains
- j. 6 way light connector
- k. All wiring in conduit to lights
- l. Four function rear lights

### 4. FEED SYSTEM:

- a. Infeed throat opening - 20" x 15"
- b. Serrated infeed rollers
- c. Feed rollers hydraulically driven
- d. Feed table height - 27"
- e. Feed table length - 30"

- f. Safety control bar a round infeed opening for emergency stop.

5. CHIPPER DRUM OR DISC

- a. Drum type:
- b. Size - 22" diameter x 22" width
- c. 2 knife pockets 180 degrees apart
- d. Dual edge reversible knives
- e. Extreme duty bearings
- f. Adjustable bedknife (reversible)
- g. Disc type:
- h. 37" x 2" diameter disc
- i. 4 knives reversible

6. CHIPPER HOUSING:

- a. Easy access door for knife changes
- b. Drop down door for anvil adjustment or clean out
- c. Chipper housing to be constructed for maximum safety and operator protection

7. DISCHARGE CHUTE:

- a. Rotation of 360 degrees
- b. Adjustable chip deflector
- c. Locking pin for chute rotation

8. MISCELLANEOUS:

- a. 26 gallon fuel tank
- b. Engine shutdown system
- c. Locking tool box
- d. Vandalism protection

In Process

**DISCLOSURE: THE FLORIDA SHERIFFS ASSOCIATION WORKING IN CONJUNCTION WITH MANUFACTURERS, VENDORS AND DISTRIBUTORS OF VEHICLES/EQUIPMENT DOES THEIR BEST TO ENSURE MODEL NAMES, NUMBERS AND CODES REPRESENT THE LATEST INFORMATION AVAILABLE AT THE TIME THE BID DOCUMENTS ARE PREPARED. IT IS RECOMMENDED THAT YOU CONFIRM THIS INFORMATION WITH THE AWARDED VENDOR REPRESENTATIVE AT THE TIME YOU ARE REQUESTING A CONFIRMING QUOTE.**



# FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

## BRUSH CHIPPER - TRAILER MOUNTED SPECIFICATION #63

### 2018 Vermeer BC1500

The Vermeer BC1500 purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$61,250.00	\$61,250.00	\$61,250.00	\$61,250.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

<b>VEHICLE:</b>	BC1500			
<b>DEALER:</b>	Vermeer Southeast Sales & Service, Inc			
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$61,250.00	\$61,250.00	\$61,250.00	\$61,250.00

Order Code	Delete Options	All Zones
BC700XL <sup>1</sup>	Downgrade model - specify <i>BC700XL 7" Capacity, Kohler EFI Gas Engine<sup>1</sup></i>	\$45,148.00 <sup>1</sup>
BC900XL <sup>1</sup>	Downgrade model - specify <i>BC900XL Brush Chipper 9" Capacity, 35HP Vanguard Gas Engine<sup>1</sup></i>	\$36,703.00 <sup>1</sup>
BC1000XL-G <sup>1</sup>	Downgrade model - specify <i>BC1000XL Brush Chipper 12" Capacity 3.0L GM Gas Engine<sup>1</sup></i>	\$27,527.00 <sup>1</sup>
BC1000XL-74D <sup>1</sup>	Downgrade model - specify <i>BC1000XL Brush Chipper 12" Capacity 74Hp Deutz Diesel Engine<sup>1</sup></i>	\$22,262.00 <sup>1</sup>
	Optional equipment delete - specify	NA
	Optional equipment delete - specify	NA
	Optional equipment delete - specify	NA

Order Code	Add Options	All Zones
------------	-------------	-----------

Options are to be discounted below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory add options. Purchasers are encourage to negotiate pricing for options. Additional discounts for each add option shall be decided by the Vendor. Please refer to the Contract Terms and Conditions, Section 2.14 Option Pricing.

BC1800XL-130 <sup>1</sup>	Model upgrade - specify <i>BC1800XL Brush Chipper 18" Capacity 130HP T4F Cummins Diesel Engine<sup>1</sup></i>	\$6,493.00 <sup>1</sup>
BC1800XL-173 <sup>1</sup>	Model upgrade - specify <i>BC1800XL Brush Chipper 18" Capacity 173 HP T4F John Deere Diesel Engine<sup>1</sup></i>	\$15,961.00 <sup>1</sup>
AX19 <sup>1</sup>	Model upgrade - specify <i>AX19 Brush Chipper 19" Capacity 173HP T4F John Deere Diesel Engine<sup>1</sup></i>	\$37,416.00 <sup>1</sup>
	Model upgrade - specify	NA
	Model upgrade - specify	NA
WINCH <sup>1</sup>	Optional equipment - specify <i>Winch<sup>1</sup></i>	\$3,694.00 <sup>1</sup>
HYD JACK <sup>1</sup>	Optional equipment - specify <i>Hydraulic Jack<sup>1</sup></i>	\$2,243.00 <sup>1</sup>
HYD BRAKES <sup>1</sup>	Optional equipment - specify <i>Hydraulic Surge Brakes<sup>1</sup></i>	\$1,986.00 <sup>1</sup>
TREE COM <sup>1</sup>	Optional equipment - specify <i>Tree Commander Remote Control<sup>1</sup></i>	\$2,588.00 <sup>1</sup>
10% <sup>1</sup>	Optional equipment - specify <i>DISCOUNT PERCENTAGE OFF MANUFACTURER'S CURRENT PUBLISHED RETAIL PRICE FOR NON-SPECIFIED OPTIONS AND ANY OPTIONAL MODELS<sup>1</sup></i>	\$10.00 <sup>1</sup>

<b>VEHICLE:</b>	BC1500			
<b>DEALER:</b>	Vermeer Southeast Sales & Service, Inc			
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$61,250.00	\$61,250.00	\$61,250.00	\$61,250.00

	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
TEMP TAG <sup>1</sup>	Temporary tag	NC <sup>1</sup>
TRANS TAG <sup>1</sup>	Transfer existing registration (must provide tag number)	\$210.00 <sup>1</sup>
NEW TAG <sup>1</sup>	New state tag (specify state, county, city, sheriff, etc.)	\$210.00 <sup>1</sup>
	Maintenance Plan - specify	Std
	Maintenance Plan - specify	Std
	Warranty - specify	Std
	Warranty - specify	Std

In Process



# FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

## BRUSH CHIPPER - TRAILER MOUNTED SPECIFICATION #63

### 2018 Vermeer BC1500

### (Alternate Dealer Option)

The Vermeer BC1500 purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --			

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.



**Vermeer Southeast Sales & Service, Inc.**  
 11550 Phillips Highway  
 Jacksonville, Florida 32256

**QUOTE**

Date: 02/13/18

Sales Rep: Gregg Smith

**Customer Information:**

City of Palm Coast  
1 Wellfied Grade  
Palm Coast, FL 32164

**Delivered to:**

Same

Contact Name: Roger Lachance

Phone Number: 508-642-9937

Payment method: Purchase Order

Qty	DESCRIPTION and SERIAL #	Unit Price	TOTAL
	Vermeer BC1800XL Serial # 1VRY151Z2H1006477 18" Diameter Drum Style Brush Chipper 130 HP Cummins 3.8L Tier 4 Final turbocharged diesel engine Pre-Cleaner / DEF Tank High coolant temp and low oil pressure automatic shut down Variable speed dual verticle feed rollers Selectable Smartfeed Ecoidle Lower Feed Bar Stop		\$ -
	Pricing per FL Sheriff's Contract FSA17-VEH 15.0 Specification #63 Title: BRUSH CHIPPER - TRAILER MOUNTED - Model BC1500		
1	Bid Price Per FSA contract	\$ 61,250.00	\$ 61,250.00
1	Upgrade To BC1800XL	\$ 6,493.00	\$ 6,493.00
1	ADD: Optional Winch Feature to BC1800XL	\$ 3,694.00	\$ 3,694.00
1	85% of Rental application (6 months @ \$4800 per month)	\$ (24,480.00)	\$ (24,480.00)
		SubTotal	\$ 46,957.00
		Tax	
<b>THANK YOU FOR YOUR BUSINESS!</b>		<b>Total</b>	<b>\$ 46,957.00</b>
		Less Down Payment	
TERMS:		<b>Balance Due</b>	<b>\$ 46,957.00</b>

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. Dealer makes no warranties express or implied, including, but not limited to, warranties of MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

Customer \_\_\_\_\_

# City of Palm Coast, Florida Agenda Item

Agenda Date : 03/20/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	2734	<b>Account</b>
		<b>#</b>
<b>Subject</b>	CALENDAR/WORKSHEET	
<b>Background :</b>		
<b>Recommended Action :</b>		



## Meeting Calendar for 3/21/2018 through 4/30/2018

**3/21/2018 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**3/22/2018 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

**3/27/2018 9:00 AM**

City Council Workshop  
City Hall

**4/3/2018 10:00 AM**

Animal Control Hearing  
City Hall

**4/3/2018 6:00 PM**

City Council  
City Hall

**4/10/2018 9:00 AM**

City Council Workshop  
City Hall

**4/11/2018 10:00 AM**

Code Enforcement Board  
City Hall

**4/17/2018 9:00 AM**

City Council  
City Hall



**Meeting Calendar for 3/21/2018 through 4/30/2018**

**4/18/2018 5:30 PM**

Planning & Land Development Regulation Board

City Hall

**4/24/2018 9:00 AM**

City Council Workshop

City Hall

**4/26/2018 5:00 PM**

Beautification and Environmental Advisory Committee

City Hall

#	File #	Item	Title	Staff
			<b>Workshop 3/27/2018</b>	
1		Resolution	Concrete MPA	Abreu
2		Resolution	WW Tank Emergency Srvcs MPA	Adams
3		Ordinance	Floodplain Management	Bevan
4		Ordinance	Bldgs and Bldg Regulation Technical Amendment	Bevan
5		Presentation	SAP Evaluation Workshop #1	Bevan
6		Presentation	Innovation Team	Falgout
7		Resolution	WWTP#1 Odor Control	Kronenberg
8		Resolution	Amend Wireless Master Plan	Meehan
9		Presentation	Parks Master Plan	Papa
10		Ordinance	Transportation Impact Fee	Papa
			<b>Business 4/3/2018</b>	
1		Resolution	Concrete MPA	Abreu
2		Resolution	WW Tank Emergency Srvcs MPA	Adams
3		Presentation	FF Commendation	Beadle
4		Ordinance 1st	Floodplain Management	Bevan
5		Ordinance 1st	Bldgs and Bldg Regulation Technical Amendment	Bevan
6		Discussion	Shortlist Executive Search Firm	Council
7		Ordinance 2nd	Charter Amendments	Falgout
8		Ordinance 2nd	Palm Town Center MPD	Hoover
9		Resolution	WWTP#1 Odor Control	Kronenberg
10		Proclamation	Fair Housing Month	Lane
11		Proclamation	National Crime Victims Rights Week	Lane
12		Presentation	Citizen's Academy Graduation	Lane
13		Proclamation	Mayor's Water Challenge	Lane
14		Ordinance 2nd	Grand Landings MPD	Meehan
15		Ordinance 1st	Transportation Impact Fee	Papa
			<b>Workshop 4/10/2018</b>	
1		Presentation	SAP Evaluation Workshop #2	Bevan
2		Presentation	10 year Capital Improvement forecast	Cote
			<b>Business 4/17/2018</b>	
1		Ordinance 2nd	Floodplain Management	Bevan

2	Ordinance 2nd	Bldgs and Bldg Regulation Technical Amendment	Bevan
3	Presentation	Volunteer Recognition	Lane
4	Ordinance 2nd	Transportation Impact Fee	Papa
		<b>Workshop 4/24/2018</b>	
1	Presentation	Executive Search Firms	Council
2	Ordinance	Airport Area Overlay Master Plan	Meehan
		<b>Business 5/1/2018</b>	
1	Presentation	SAP Proposed Updates and Additional Priorities Adoption	Bevan
2	Discussion	Final Ranking Executive Search Firms	Council
3	Proclamation	Nurses Week	Lane
4	Proclamation	Employee Appreciation Month	Lane
5	Ordinance	Airport Area Overlay Master Plan	Meehan
6	Proclamation	Arbor Day	Mini
		<b>Workshop 5/8/2018</b>	
1	Resolution	Contract Executive Search Firms	Council
		<b>Business 5/15/2018</b>	
1	Resolution	Contract Executive Search Firms	Council
2	Proclamation	Kids to Park Day	Lane
3	Ordinance	Airport Area Overlay Master Plan	Meehan
		<b>Workshop 5/29/2018</b>	
		<b>Business 6/5/2018</b>	
1	Presentation	Citizen's Academy Graduation	Lane
2	Proclamation	Fire	Lane
		<b>Future</b>	
1	Resolution	Master Plan SCADA Telemetry Standardization	Adams/Hogan
2	Resolution	Fixed Base Meter Reading	Adams/Zaleski
3	Resolution	Annual Fire Inspection Fees	Alves
4	Presentation	SAP Proposed Updates and Additional Priorities Adoption 5/1	Alves/Williams
5	Resolution	Presentation to City Council - Year to Date Budget Results 5/8	Alves/Williams
6	Presentation	Fund Accounting and Long Term Planning 5/29	Alves/Williams
7	Presentation	Property Tax and Other Revenue 6/12	Alves/Williams
8	Presentation	General Fund and TRIM Rate 7/10	Alves/Williams
9	Resolution	Proposed Millage Rate 7/17	Alves/Williams

<b>10</b>	Presentation	Proprietary and Special Revenue Funds 8/14	Alves/Williams
<b>11</b>	Resolution	Budget Workshop - Final Proposed Budget 8/28	Alves/Williams
<b>12</b>	Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
<b>13</b>	Presentation	Annual Progress Report 3/13	Bevan
<b>14</b>	Resolution	Purchase/Installation Ozone Odor Control Unit WWTP #1	Blake
<b>15</b>	Resolution	Purchase/Installation Primary Clarifier Process Equipment WWTP #1	Blake
<b>16</b>	Resolution	Interlocal Mala Compra Storm Drain Project	Blake/Kronenberg
<b>17</b>	Presentation	Finalize 5 Year CIP 7/31	Cote
<b>18</b>	Resolution	Stormwater and Environmental Engineering Services WO	Cote/Peel
<b>19</b>	Resolution	Property Exchange NECGA	Falgout
<b>20</b>	Resolution	IA Flagler Schools Fire Truck Donation	Forte
<b>21</b>	Presentation	Citizen's Academy Graduation-10/16	Lane
<b>22</b>	Ordinance 1st	Coastal Trace FLUM	Papa
<b>23</b>	Ordinance 1st	Coastal Trace Rezoning	Papa

# City of Palm Coast, Florida Agenda Item

Agenda Date : 3/20/2018

<b>Department</b> CITY CLERK <b>Item Key</b> 2743	<b>Amount</b> <b>Account</b> <b>#</b>
<b>Subject</b> ATTACHMENTS TO MINUTES	
<b>Background :</b>	
<b>Recommended Action :</b>	

# Charter Amendments

## 1<sup>st</sup> Reading

---



# Schedule

August 8 <sup>th</sup> 9:00 AM	Workshop – Charter Review Process
August 11 <sup>th</sup>	Website Live
September 12 <sup>th</sup> 9:00 AM	Workshop - Public Input Shared with City Council
September 27 <sup>th</sup> 6:00 PM	Special Charter Workshop – MHS
October 4 <sup>th</sup> 6:00 PM	Special Charter Workshop – ITMS
October 18 <sup>th</sup> 6:00 PM	Special Charter Workshop – BTMS
October 26 <sup>th</sup> 6:00 PM	Special Charter Workshop – FPC
January 9 <sup>th</sup> 9:00 AM	Workshop – Facilitator Summary Report
February 27 <sup>th</sup> 9:00 AM	Workshop – Draft Ordinance
<b>March 20<sup>th</sup> 9:00 AM</b>	<b>Meeting – Ordinance 1<sup>st</sup> Reading</b>
April 3 <sup>rd</sup> 6:00 PM	Meeting – Ordinance 2 <sup>nd</sup> Reading
November 6, 2018	General Election (if applicable)



# Amendment #1

## TITLE

CHARTER AMENDMENT TO UPDATE OUTDATED AND TO CLARIFY AMBIGUOUS CHARTER PROVISIONS.

## SUMMARY

Shall the Charter be amended (1) to remove outdated portions of the Charter, (2) to replace the current legal boundary description with a general boundary statement and (3) to revise requirements for consistency with state laws.



# Amendment #2

## TITLE

CHARTER AMENDMENT TO REVISE THE CHARTER REVIEW PROCESS TO INCLUDE AN ADVISORY CHARTER COMMITTEE.

## SUMMARY

Shall the Charter be amended to eliminate outdated language regarding an initial Charter review, to include an appointed Advisory Charter Review Committee in the Charter review process, and to require a Charter review at least once every ten (10) years.



# Amendment #3

## TITLE

CHARTER AMENDMENT TO REVISE THE PROCESS TO FILL A VACANCY IN THE OFFICE OF A COUNCIL MEMBER.

## SUMMARY

Shall the Charter be amended to provide that a vacancy in the office of a council member be appointed within 30 days unless the vacancy occurs within 6 months of the next regularly scheduled election.



# QUESTIONS

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# Florida Hospital Flagler

Health and Wellness Event Partnership

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# Overall Initiative, Health and Wellness Events

- Palm Coast & the Flagler Beaches Senior Games
- July is Parks and Recreation Month
- Public Health Screening Events at the Community Center
- Lunch N' Lecture Series
- Coffee Series



## Mayor's 30/30 Challenge

*Exercise a mile-a-day for 30 days*

**March 24 - April 23**

to register and log your miles visit:  
[palmcoastgov.com/healthy](http://palmcoastgov.com/healthy)

*Everyone who completes the challenge wins a prize  
Open to all ages*

*"Find an activity you enjoy and try to make  
it a daily habit. Those small steps, taken  
day after day, add up to an active lifestyle."*

*-Mayor Milissa Holland*



# Mayor's 30/30 Challenge





# July

is Parks and  
Recreation Month





# Palm Coast

---

## & the Flagler Beaches Senior Games



# THANK YOU

Questions?



# Presentation To: The City of Palm Coast, Florida



Annual Audit for the Year Ended September 30,  
2017

Presented by James Halleran, CPA



Providing Tax, Audit, Accounting & Controllorship, HR Solutions, Technology Solutions,  
Wealth Management Services, Corporate Training & Business Advisory.  
[www.jmco.com](http://www.jmco.com) | [info@jmco.com](mailto:info@jmco.com)

# Auditors' Reports

- Unmodified Opinion (pages 5-6)
- Internal Control and Compliance Reports (pages 155-156)
  - Internal Control Over Financial Reporting – No material weaknesses in internal control
  - No material instances of noncompliance



# Auditors' Reports

- Federal Single Audit Report (pages 162-163)
  - No material instances of noncompliance
  - No material weaknesses in internal control
- Management Letter Required by 10.550 Rules of the Auditor General (pages 164-165)
  - No comments



# Financial Health

- All funds are in compliance or exceed the fund balance policy. See Note 18.
- Overall financial condition assessment is inconclusive (*Average*).



# Highlights For This Year

- General Fund's increased by approximately \$903K.
- Capital Project Fund decreased \$3.3M.
- Transportation Impact Fee increased \$2.7M
- Property taxes increased by \$789K.
- Capital grants and contributions increased by \$11.8M (donated infrastructure).
- Operating grants increased \$4.7M. (FEMA 4.2)
- Expenses increased \$6.1M due to (Hurricane Mathew and Irma).
- 4.2M deficit in OKR Special Assessments Fund.



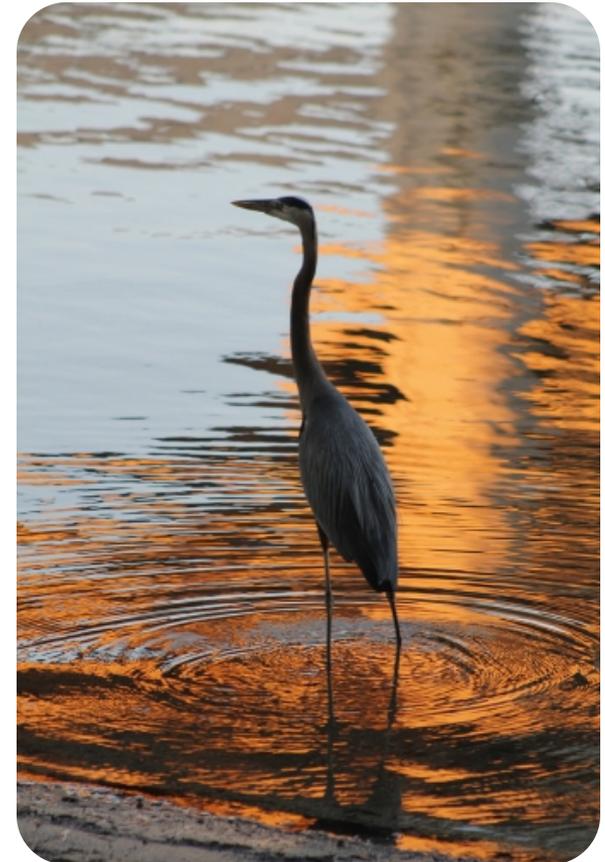
# Highlights For This Year

- **Utility fund unrestricted net assets increased \$5.9** (planned rate increase and increase in customers).
- **Advances to other funds – Note 8**
  - Utility Fund \$4.7M to OKR Special Assessment.
- **Long-Term Debt – Note 10**
  - Overall debt of the City increased \$14.6M.
  - Refinanced 4 SRF Loans with \$17M bank loan.
  - \$14.1 of new SRF loans.
- **Hurricane Matthew and Irma \$4.2 M in debris and clean up costs expected to be reimbursed by FEMA. The Disaster Reserve funded \$3.7 of these costs.**



# Highlights For This Year

- **Retirement Plans – Note 11**
  - Volunteer Firefighters’
    - Net Pension Asset - \$1.1M
  - Florida Retirement System
    - 14 Employees
    - Net Pension Liability - \$3.4M  
increased \$400K from prior year.
  - Defined Contribution Plan
    - All other Employees
    - **Zero Net Pension Liability**



# Where You're At Today

General fund unassigned fund balance	\$ 6,784,518
As a % of FY 2017 expenditures	<u>20%</u>
As a % of FY 2017 expenditures and transfers	<u>19%</u>
As a % of FY 2018 budgeted exp. & transfers	<u>19%</u>
Fund Balance Policy between 10% - 20% of following year's budgeted expenditures	

# Government Services

Audit & Assurance  
CAFR & Audit Preparation  
Peace of Mind Services  
Revenue Enhancement Services  
Technology Solutions  
HR Solutions

Retirement Plan Advisory Services  
Operational Excellence  
Strategic Planning  
Transition Planning & Leadership  
Development  
Business Advisory

**Questions?**



# GRAND LANDINGS

Application #3481

Proposed 1<sup>st</sup> Modification to  
Amend and Restate the MPD

**City Council Meeting**

March 20, 2018



# Background

- Original Zoning approved by Flagler County as a PUD in 2005.
- Annexed into City in 2007;
- City amended PUD to MPD in 2014;
- City of Palm Coast Ordinance # 2014-11 is the controlling document.



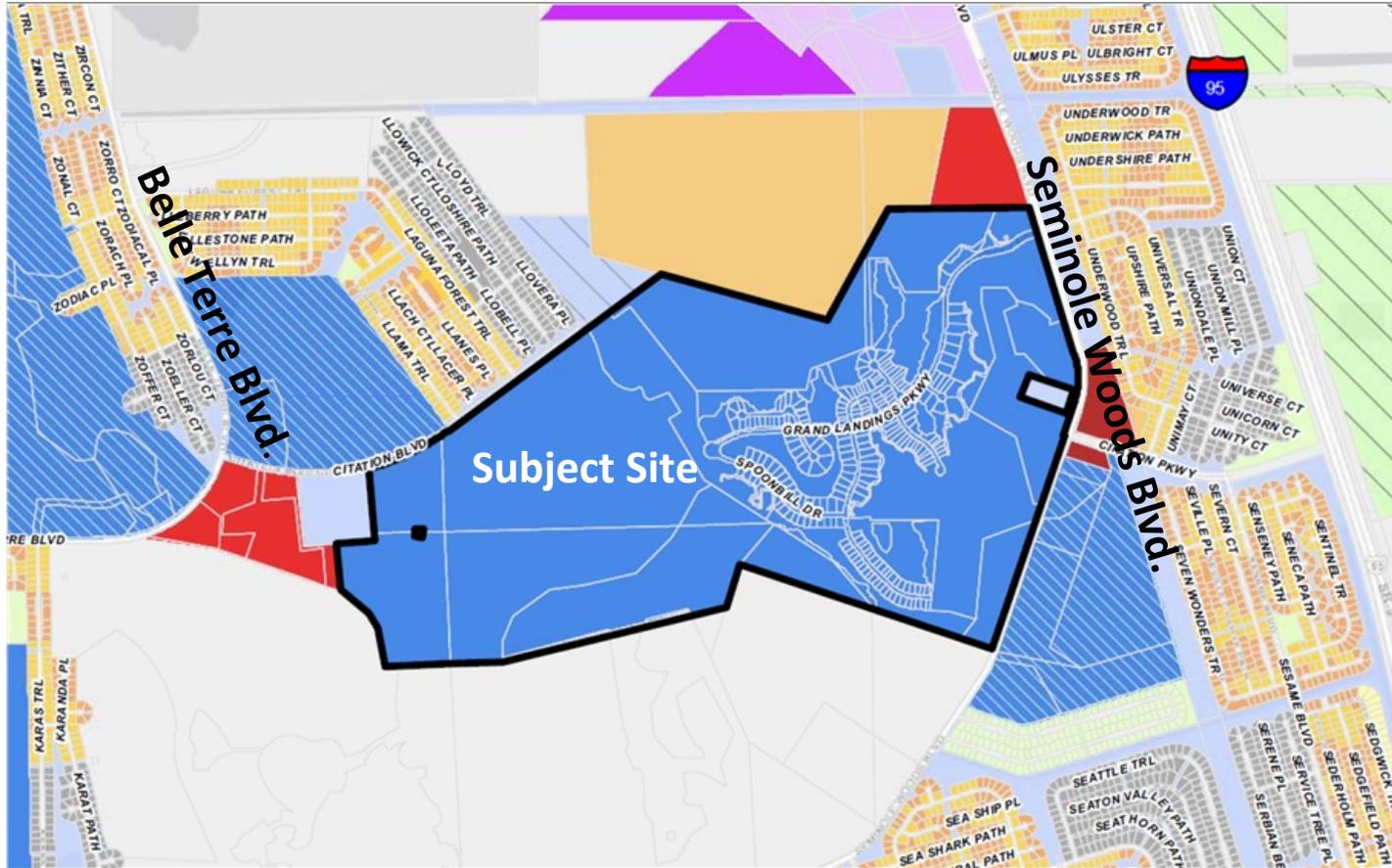
# Location & Aerial



## General Location

- South of airport
- South SR100
- East of Belle Terre Blvd.
- West of Seminole Woods Parkway

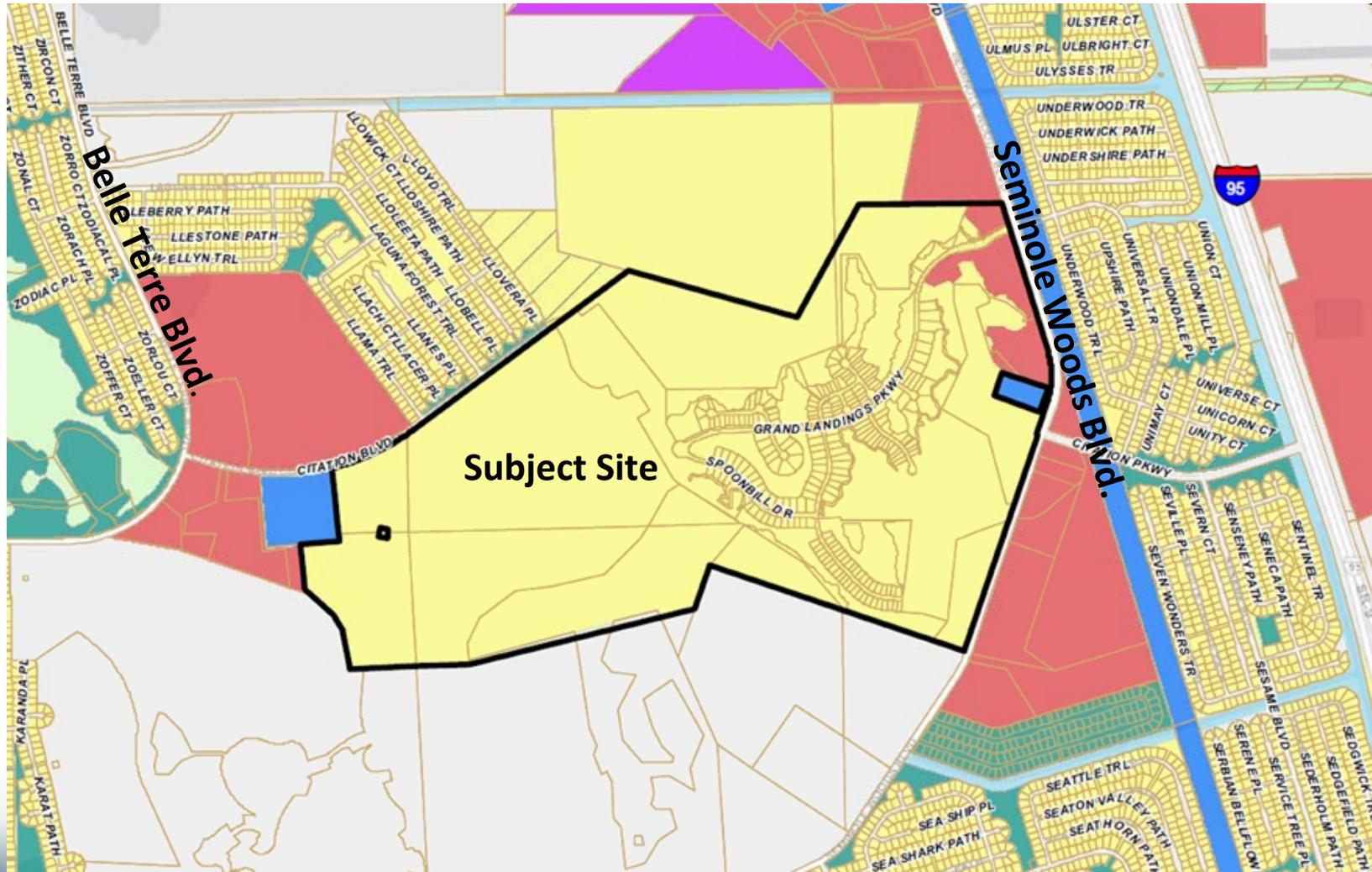
# Zoning



## History

- Approved by Flagler County in 2005
- Annexed into City of Palm Coast in 2007
- City approved MPD Ordinance in 2014.

# Future Land Use



## Notes

- 774 acres
- MPD allows single family attached and detached homes
- Includes a commercial component

# GRAND LANDINGS

MPD allows up to 749 units

Number of Platted Lots	
Phase 1	102
Phase 2	77
Phase 3	110
Phase 4	
Phase 5	
Phase 6	
Total to Date	289

Development is occurring on about 40% of Master Plan including the Community Center Amenity. Phases 3B & 3C are currently under construction.



*Find Your Florida*

# GRAND LANDINGS MPD

**Applicant's request – Grand Landings JTL**

Relates to two Sections of Current MPD;

- Section 6(b)1 -Wetland buffer language;
  - To allow buffer to meet the City requirement.
- Section 7(a) -Site Development Plan;
  - Size of lot and lot width.



*Find Your Florida*

# Proposed Changes – Wetland buffer

- Allow averaging consistent with Chapter 10.01.08A of the City's Unified Land Development Code;
  - Current 25 foot buffer minimum.
  - Proposed change allows an average of 25 feet but no less than 15 feet.
- City proposed change is to allow *wildfire mitigation* as an allowable use in wetland buffer;

# Entitlements

Neighborhood Information Meeting held February 12, 2018.

No proposed changes to:

- Number of units;
- Minimum house size;
- Setbacks;
- Open space;
- Overall development program.

# Proposed Changes- Site development regulations

- Reduce allowable lot minimum from 50 feet to 45 feet;
- Reduce allowable lot size from 6,250 SF to 5,000 SF.

# Ruby

The Seasons Collection

J911



Elevation A



Elevation B



Elevation C



Elevation K



Elevation L



Elevation M

# Ruby

The Season's Collection



### Features:

- 1 Story Home
- 4 Bedrooms
- 2 Baths
- 2 Car Garage
- Opt. 3 Car Garage
- 1,822 Sq. Ft.

# Coral

J



Elevation A



Elevation B



Elevation C



Elevation K



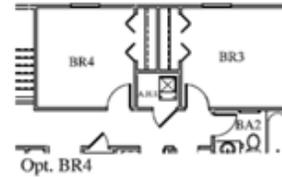
# Coral

Seasons Collection

J903

## Features:

- 1772 Sq. Ft.
- 2 Story Home
- 3 to 4 Bedrooms
- 2 1/2 Baths
- 2 Car Garage
- Opt. 3 Car Garage



Upper Level

# Summarized Findings

## Section 2.05.05 Review findings:

- A. Not in conflict with the public interest;
- B. Consistent with the Comprehensive Plan;
- C. No financial liability ;
- D. No unreasonable hazard, or nuisance to the public health, safety and welfare;
- E. All development will comply with applicable requirements.

## Section 2.09.04. Review findings with respect to MPD projects:

- A. Consistency with Comprehensive Plan;
- B. Consistency with intent of LDC;
- C. Compatibility with surrounding area;
- D. Adequate provision of infrastructure;
- E. Feasibility and benefits of project;
- F. Impacts of project.

# Recommendation

Consistent with the PLDRB recommendation, approve the four proposed amendments to Ordinance 2014-11 (Application 3481) and adopt the proposed *First Amended and Restated Grand Lands MPD*.

# Next Step, if approved

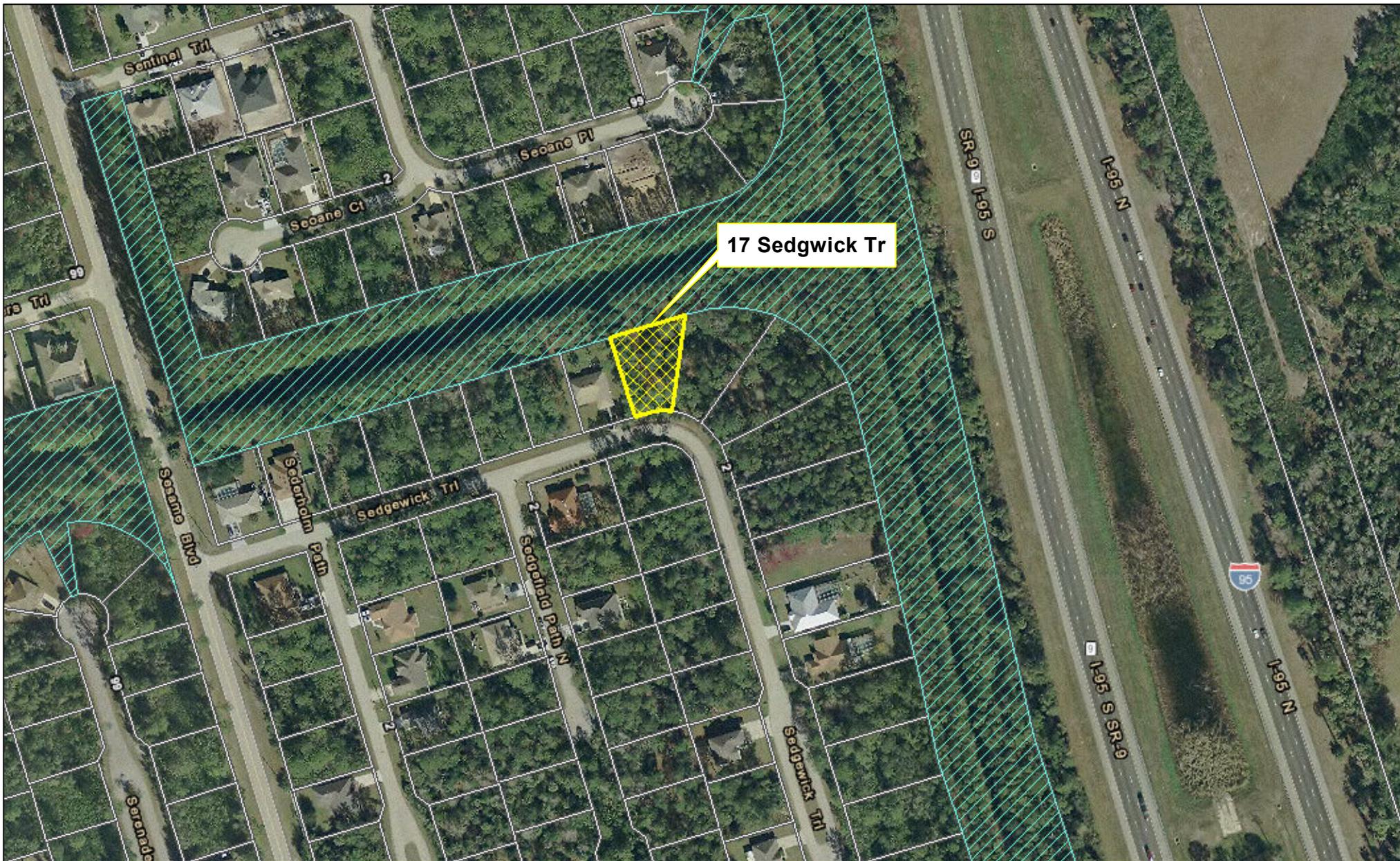
April 3, 2018 @ 6:00 pm

– City Council 2<sup>nd</sup> Reading



# Grand Landings MPD

## Questions



### Location Map

-  17 Sedgwick Tr
-  Parcels owned by the City of Palm Coast
-  Parcels in Flagler County As Of 3-5-2018



2017 FDOT Imagery

**Map Provided by the GIS Division**

**Date: 3/8/2018**

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LOT 2

10.849 AC

BULLDOG DR

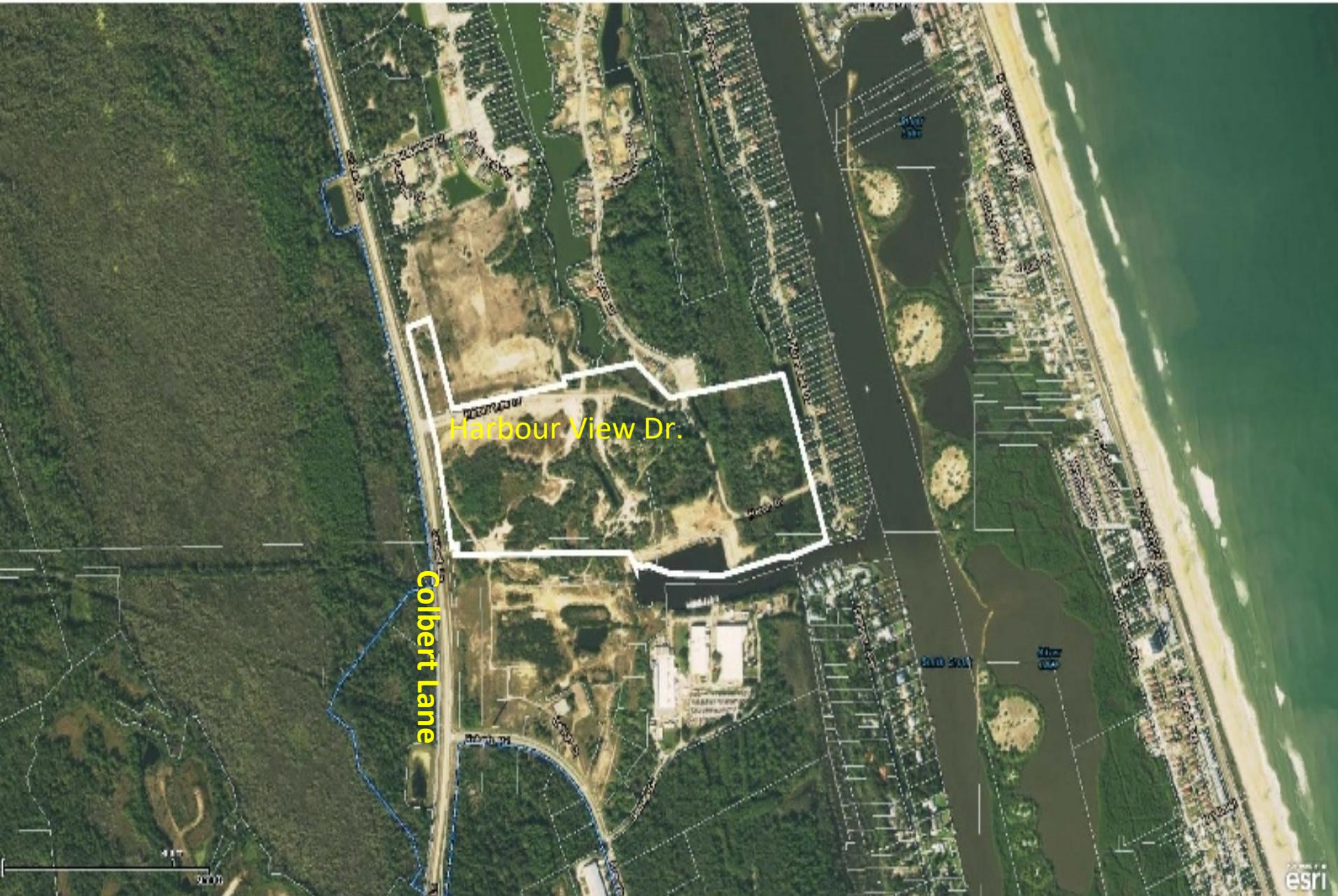
MIDWAY DR

# **FINAL PLAT FOR MARINA DEL PALMA SUBDIVISION**

**City Council Public Hearing  
on March 20, 2018**



# Marina Del Palma Wide View Aerial



- 109.21 acres
- On east side of Colbert Lane, 1400' north of Roberts Road
- Mixed Use project with MPD Zoning

# SUBDIVISION LAYOUT

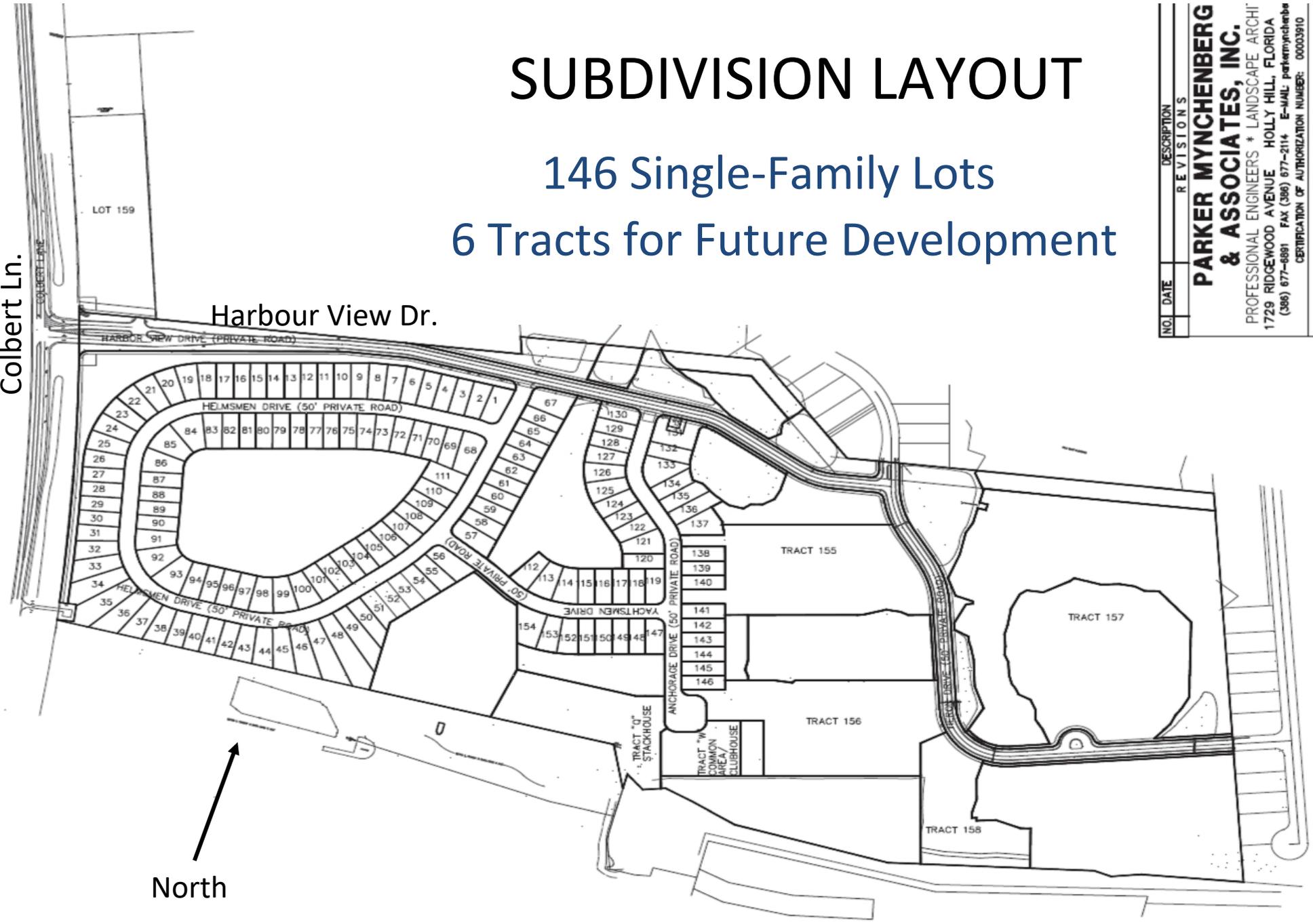
146 Single-Family Lots

6 Tracts for Future Development

Colbert Ln.

Harbour View Dr.

North



NO.	DATE	DESCRIPTION
REVISIONS		
<b>PARKER MYNCHENBERG &amp; ASSOCIATES, INC.</b>		
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS		
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA		
(386) 677-6881 FAX (386) 677-2114 E-MAIL: parkermynchenbergs@aol.com		
CERTIFICATION OF AUTHORIZATION NUMBER: 00003910		
EXHIBIT B		
MARINA DEL PALMA		
PUD SITE DEVELOPMENT PLAN		
FLAGLER COUNTY, FLORIDA		
FILE NO.	0605MDPEXB.DWG	DESIGNER: P.MYNCHENBERG
DATE:	9-18-17	CADD TECH: DE CILLA
SCALE:	1" = 450'	SHEET 1 OF 1

# ANALYSIS

- A performance bond of \$2.5 million has been provided
- Proposed lots and tracts meet the standards of the LDC and MPD Agreement
- The plat meets technical requirements of LDC and Chapter 177 of Florida Statutes

# Recommendation

Staff recommends City Council approve the resolution approving the Final Plat for Marina Del Palma Subdivision (Application No. 3414) and authorize the Mayor to execute the Final Plat.

Applicant's Representatives are in Attendance



# Questions

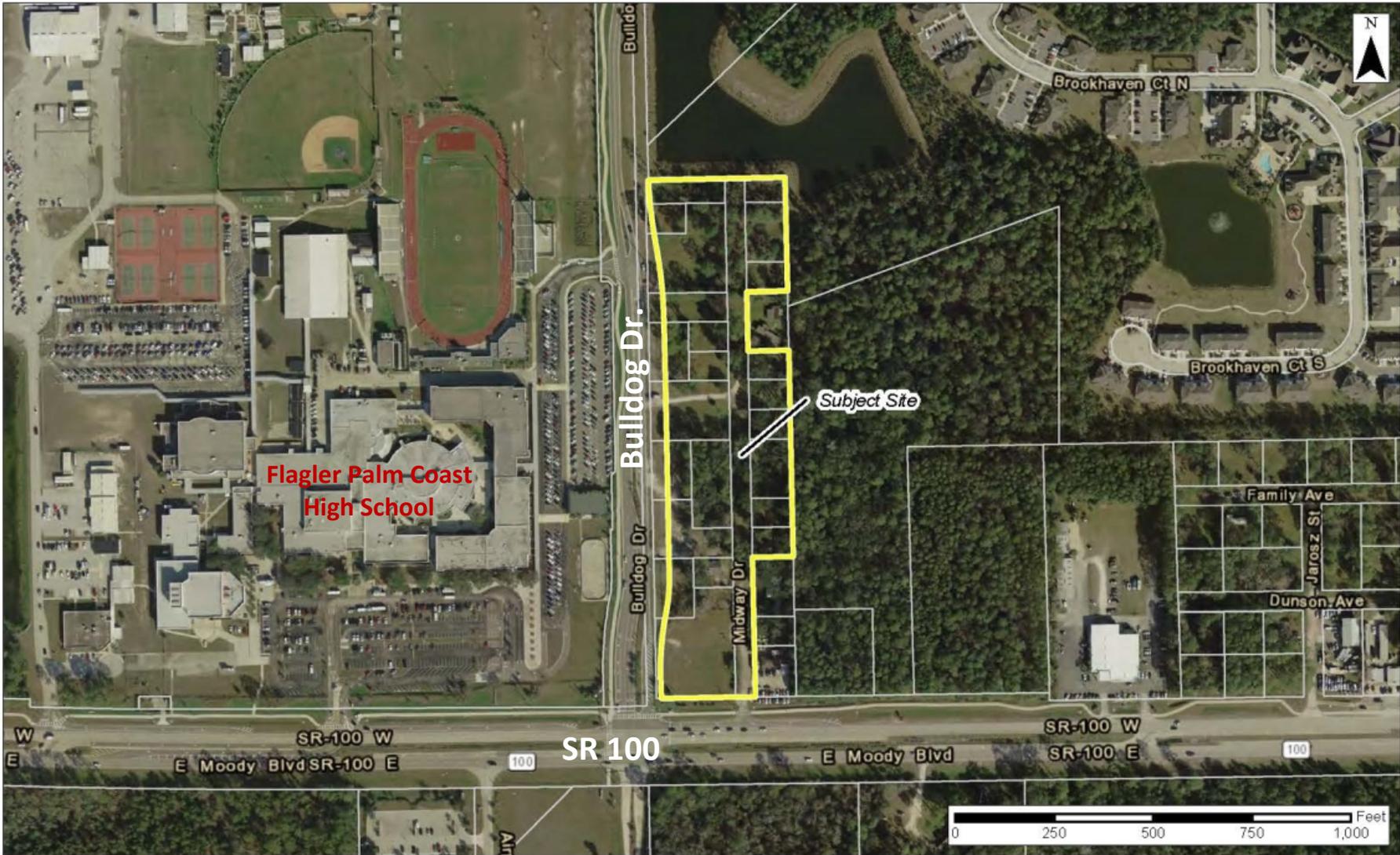
# **PALM TOWN CENTER MPD REZONING AND RELATED ACTIONS**

**City Council Public Hearing  
on March 20, 2018**



# Aerial

The proposed Palm Town Center MPD is 9.09 +/- acres and located at northeast corner of SR 100 and Bulldog Drive



### Large Scale Location Map

-  Subject Site
-  Parcel Boundaries

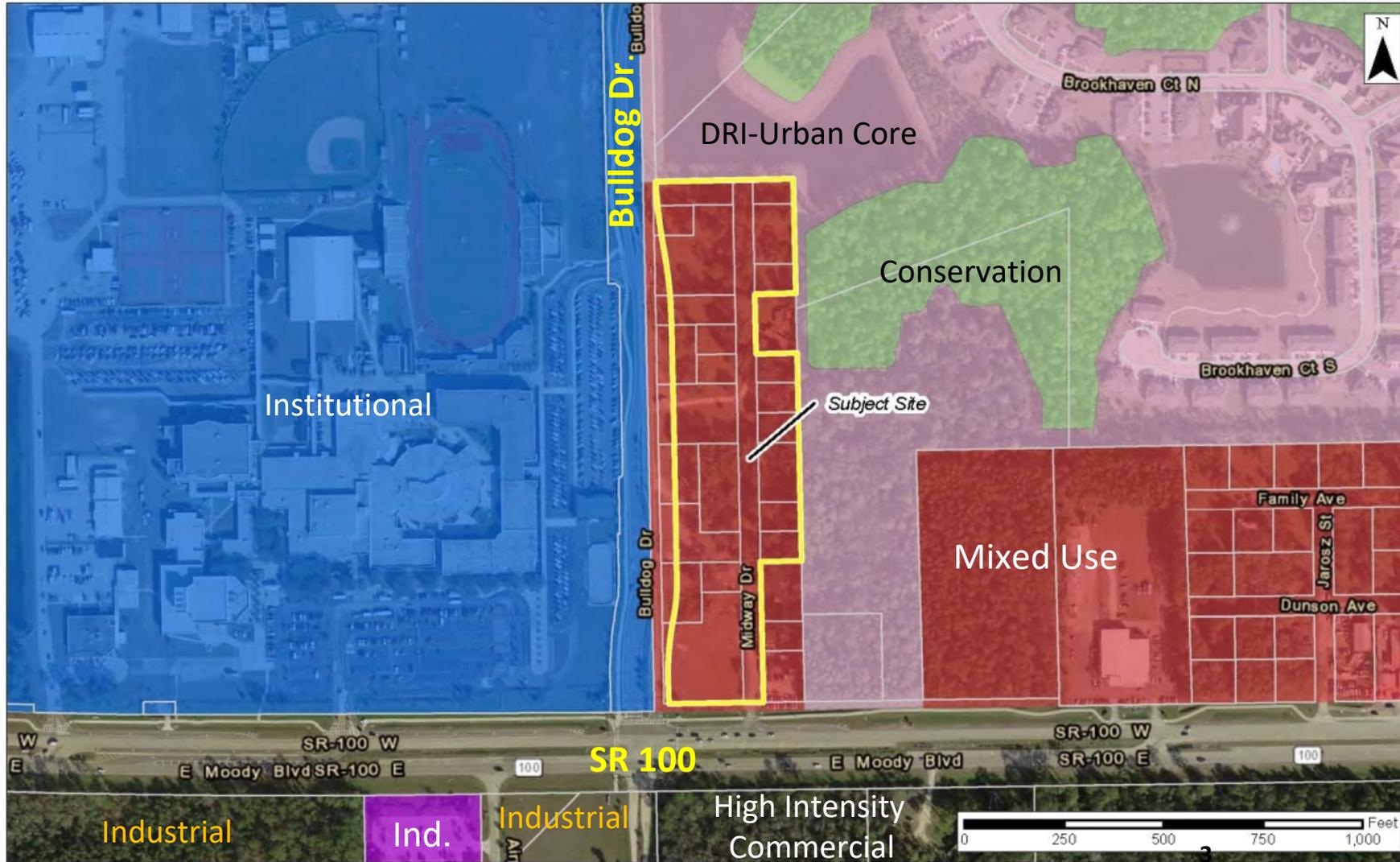


Map Provided by the GIS Division  
Date: 1/24/2018

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# FLUM



Subject property is designated Mixed Use,  
 West = Institutional  
 N= DRI Urban Core  
 NE = Conservation  
 East = Mixed Use and  
 DRI Urban Core  
 South = High Intensity  
 Commercial  
 SW = Industrial

FLUM Classification Map

- |                   |              |                |           |
|-------------------|--------------|----------------|-----------|
| Subject Site      | Industrial   | DRI-Urban Core | Mixed Use |
| Parcel Boundaries | Conservation | Institutional  |           |



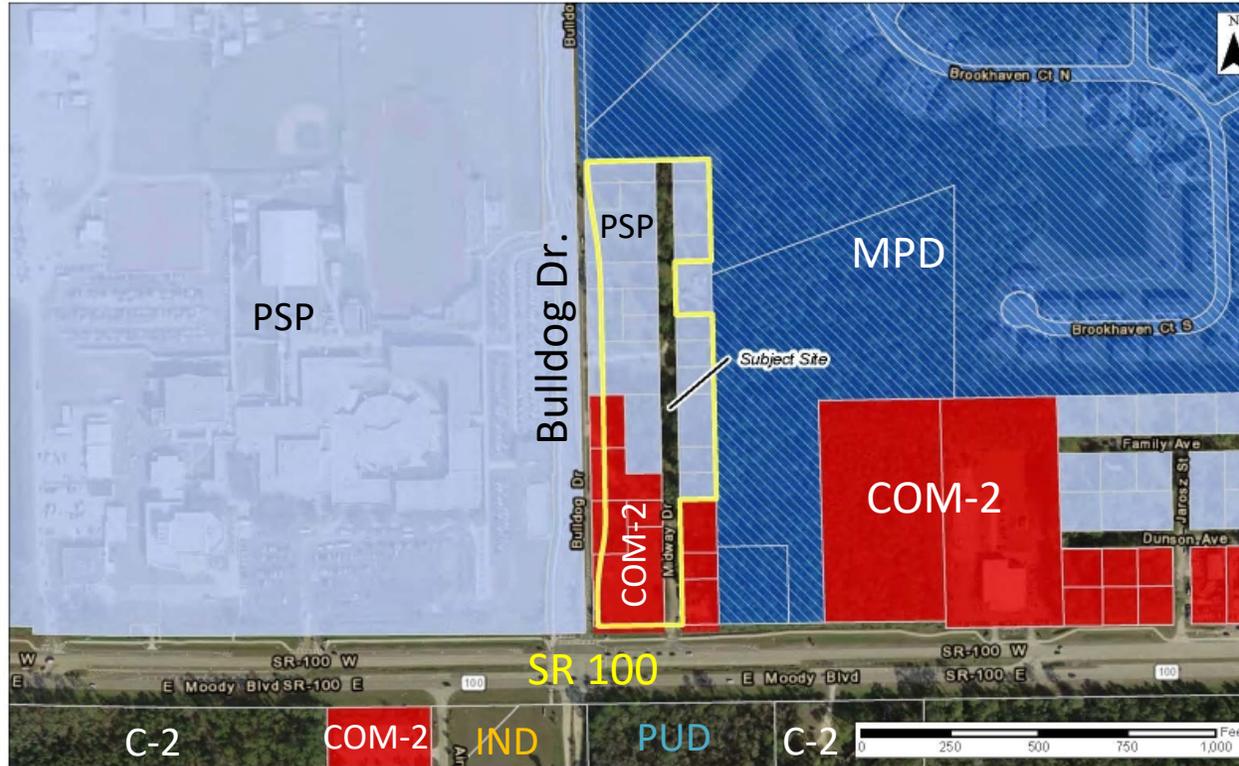
Map Provided by the GIS Division  
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# Existing Zoning Map

# Proposed Zoning Map

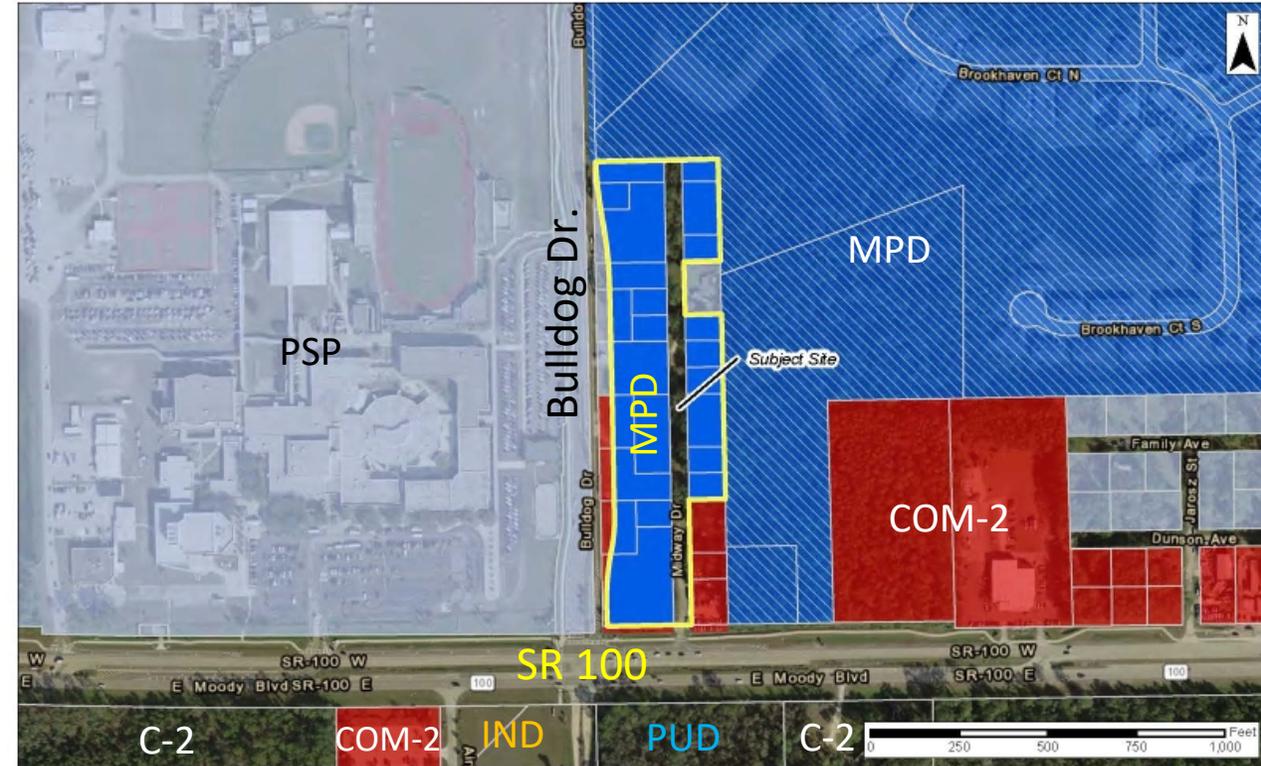


Existing Zoning Map

- Zoning Districts**
- Subject Site
  - Parcel Boundaries
  - COM-2
  - PSP
  - MPD Pre 11-16-08 Designation

  
**Map Provided by the GIS Division**  
 Date: 1/24/2018

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Proposed Zoning Map

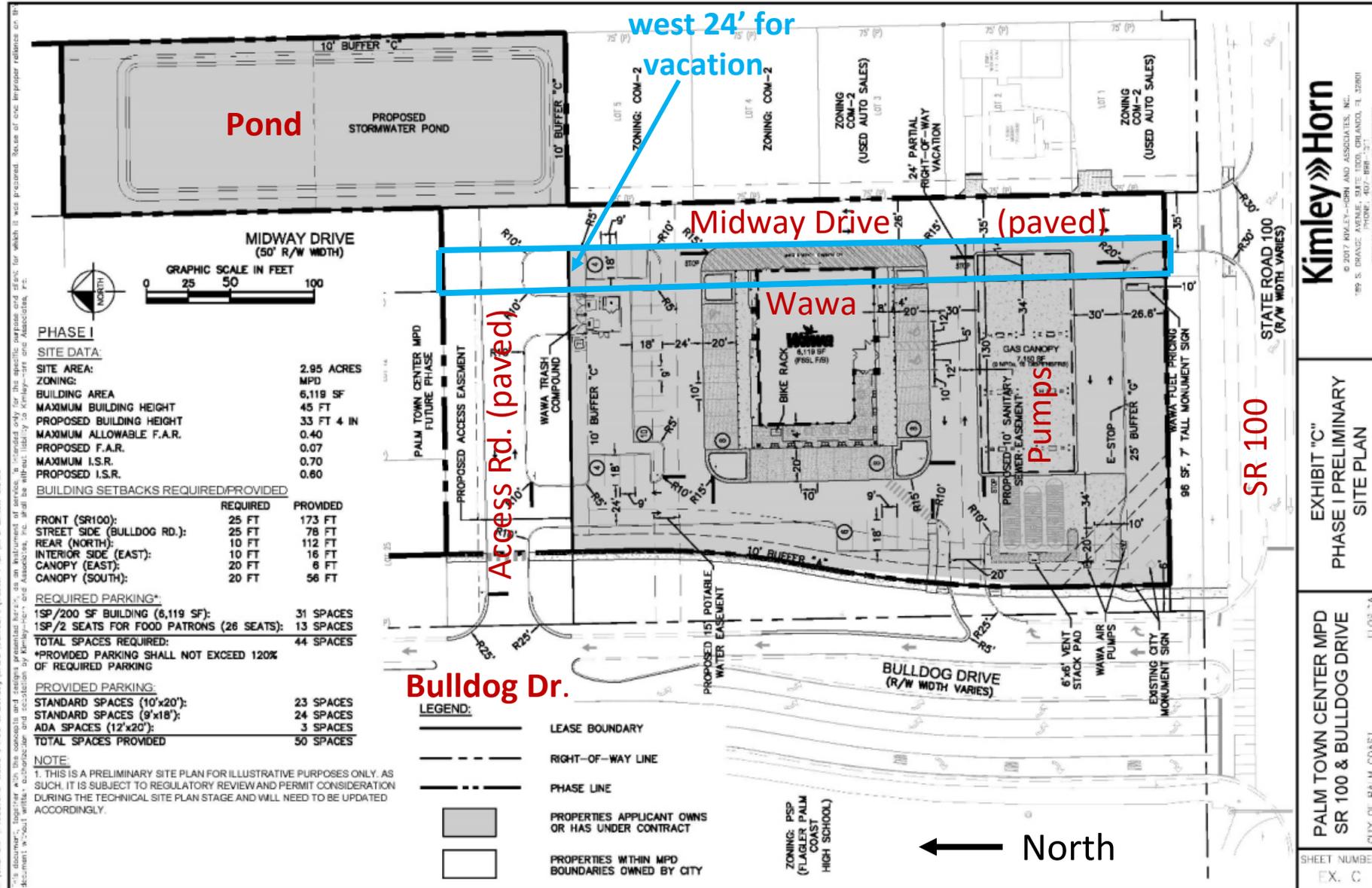
- Zoning Districts**
- Subject Site
  - Parcel Boundaries
  - COM-2
  - PSP
  - MPD Pre 11-16-08 Designation
- Proposed Zoning**
- MPD Post 11-16-08 Designation

  
**Map Provided by the GIS Division**  
 Date: 1/24/2018

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# Exhibit "C" - Phase 1 Preliminary Site Plan



- Changes from LDC 1. Canopy setback from 10' to 5' from new Midway Drive.
- Monument sign setback along Bulldog Drive ROW from 10' to 5'.
- Relocation of larger monument sign from Bulldog Drive to SR 100.



# Exhibit "D-1" - Phase 1 Conceptual Building Elevation



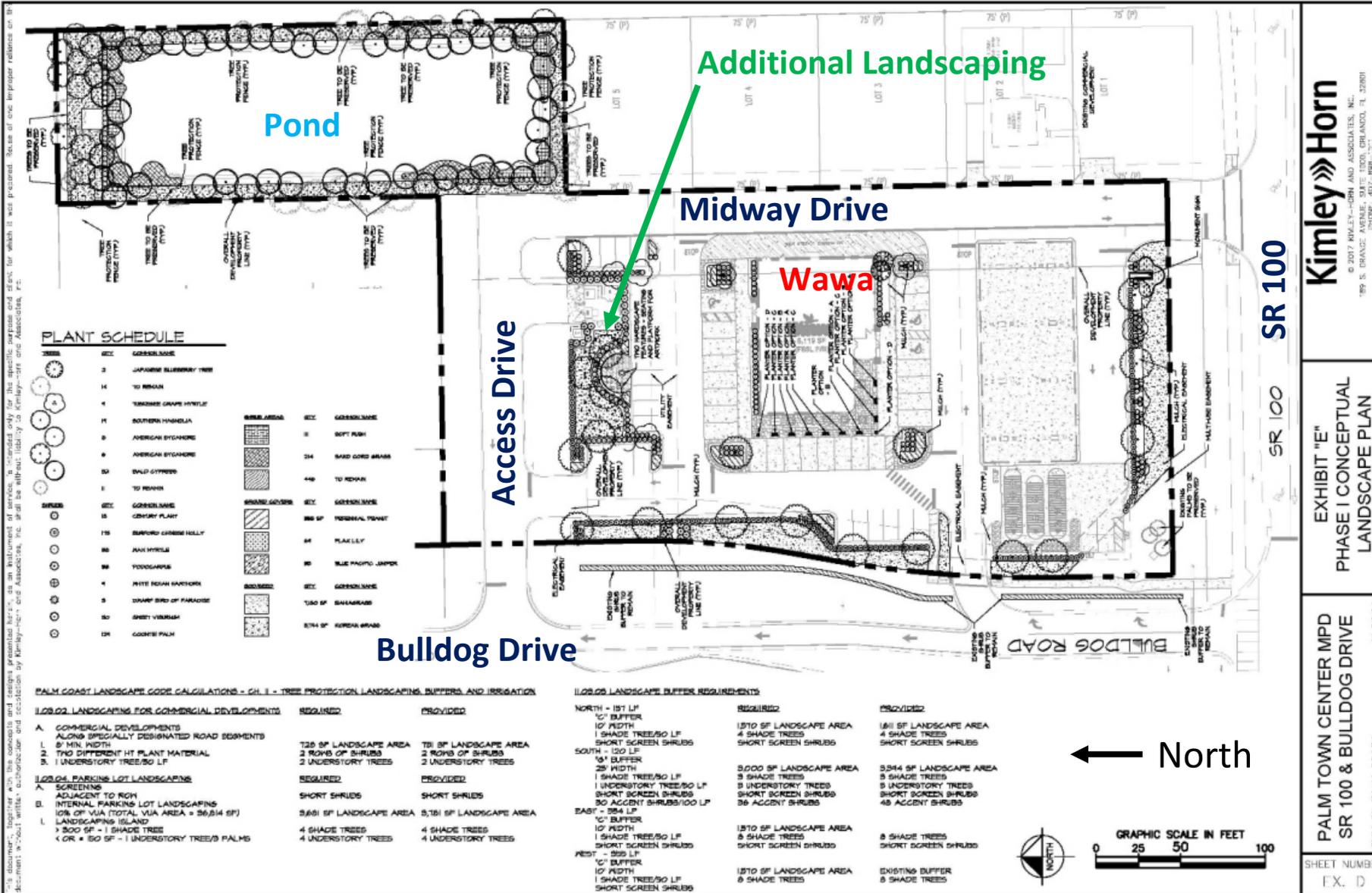
## LDC Modification

Parapet may extend up to 25% above supporting wall in lieu of 15% in order to hide rooftop A/C and mechanical equipment.



# Exhibit "E" – Phase 1 Preliminary Landscape Plan

Clarification of LDC  
 Landscape buffer is not being provided along west side of Midway Drive ROW since in Phase 2 it is intended to be entirely vacated & made an access drive. Additional landscaping has been provided.



# Five Review Criteria from Sec. 2.05.05 of LDC

MPD Rezoning or Development Order is analyzed for:

- A) Must not be in conflict with public interest
- B) Must be consistent with LDC and Comprehensive Plan
- C) Must not impose a significant liability or hardship on City
- D) Must not create an unreasonable hazard or nuisance
- E) Must comply with all applicable government standards

# Staff Analysis Based on LDC Chapter 2, Sec. 2.05.05

- Planning staff reviewed these five criteria and provided detailed findings in the staff report.
- The MPD Rezoning will not create a nuisance, hazard, or any compatibility issues as it meets all development standards and is in compliance with its Mixed Use designation on FLUM.
- The redevelopment of the site is consistent with numerous policies of the FLUE and Transportation Element of Comp. Plan.
- Project meets standards of the Gateway Overlay Zone and LDC.

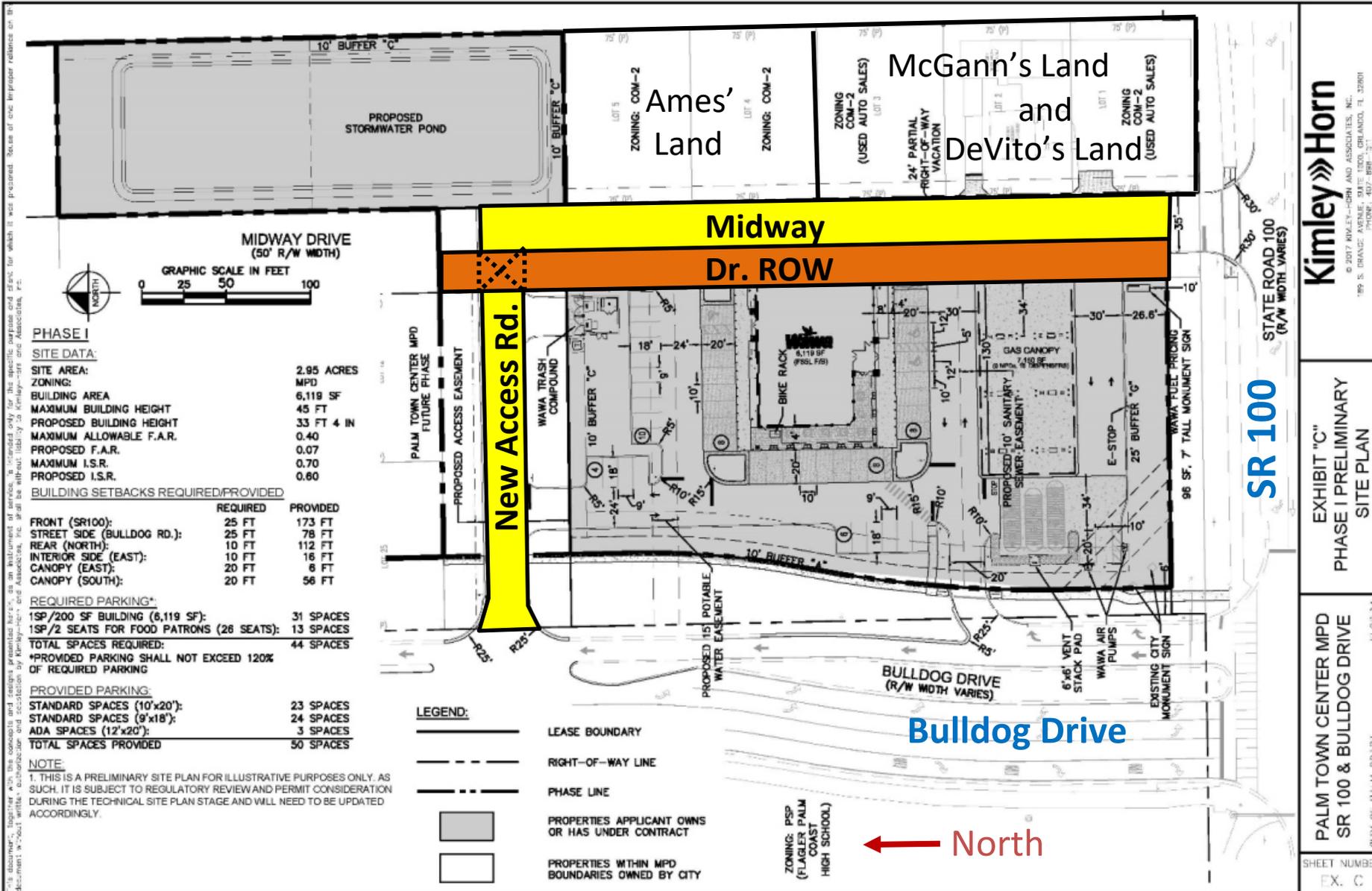
# Planning and Land Development Regulation Board

- No one from the public spoke for or against it at this meeting
- The MPD Rezoning was reviewed and recommended for approval by a 6-0 vote on Feb. 21<sup>st</sup>

# Related Actions

- Midway Drive Partial Vacation of Right-of-Way
- Bulldog Drive Revised Right-of-Way Map
- Bulldog Drive FPL Easements

# MIDWAY DRIVE PARTIAL ROW VACATION



 Midway Drive area for partial vacation (west 24' of ROW)

 New Paved Access Road

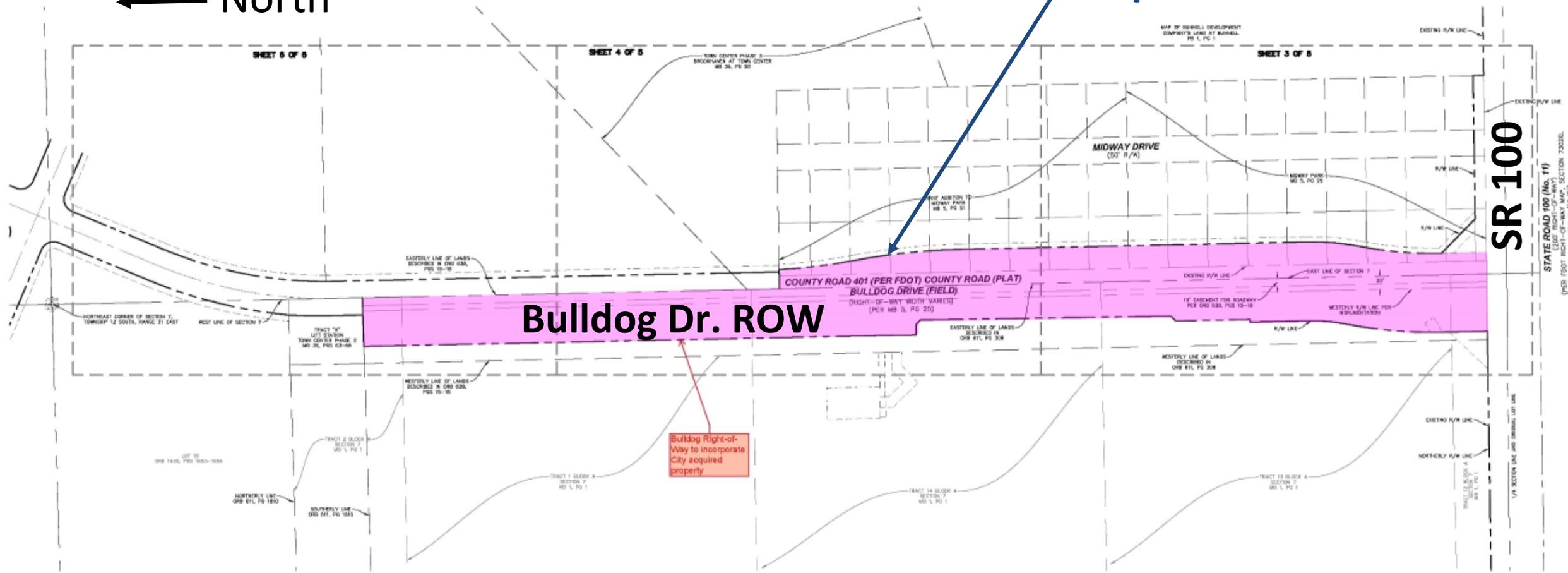
 Both of Above



# Bulldog Drive Revised ROW Map

← North

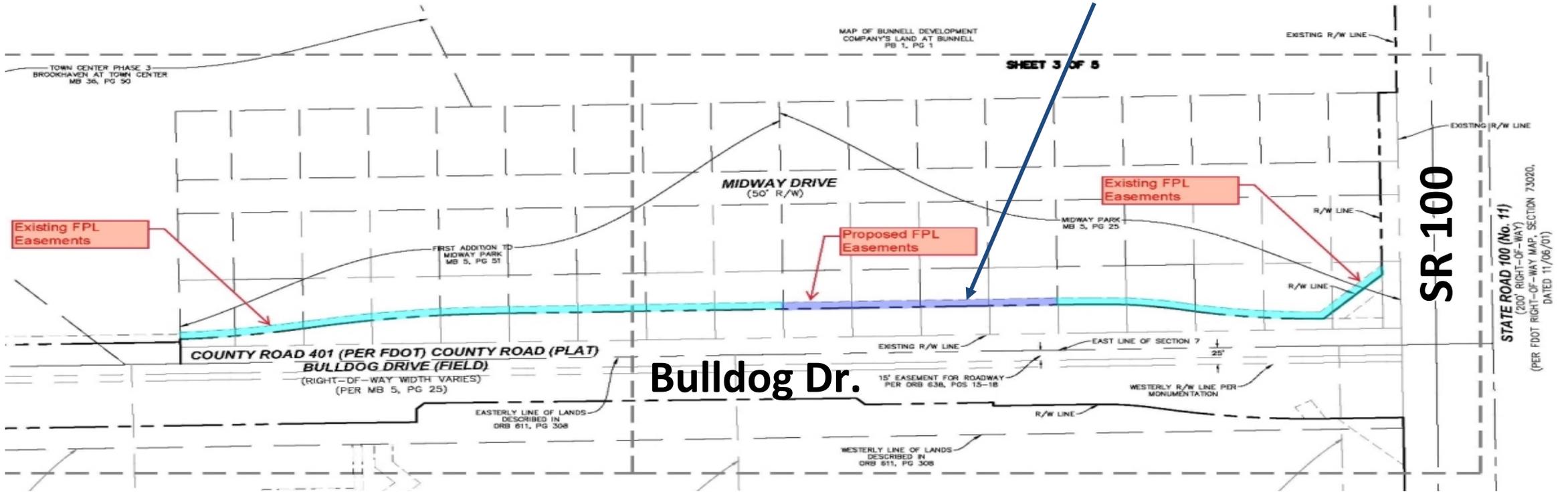
Proposed East ROW Line



# Proposed FPL Easements

← North

Needed FPL easement area



Bulldog Dr.

# Recommendations

Community Development staff recommends approval of the Bulldog Drive revised ROW Map, granting of the needed FPL easements and partial vacation of the Midway Drive ROW.

Planning staff and the PLDRB recommend to City Council approval of the MPD Development Agreement to rezone 9.09 +/- acres from General Commercial (COM-2) and Public/Semi-Public (PSP) to Palm Town Center MPD, Application # 3488.



Representatives for the Developer are in Attendance



# Questions



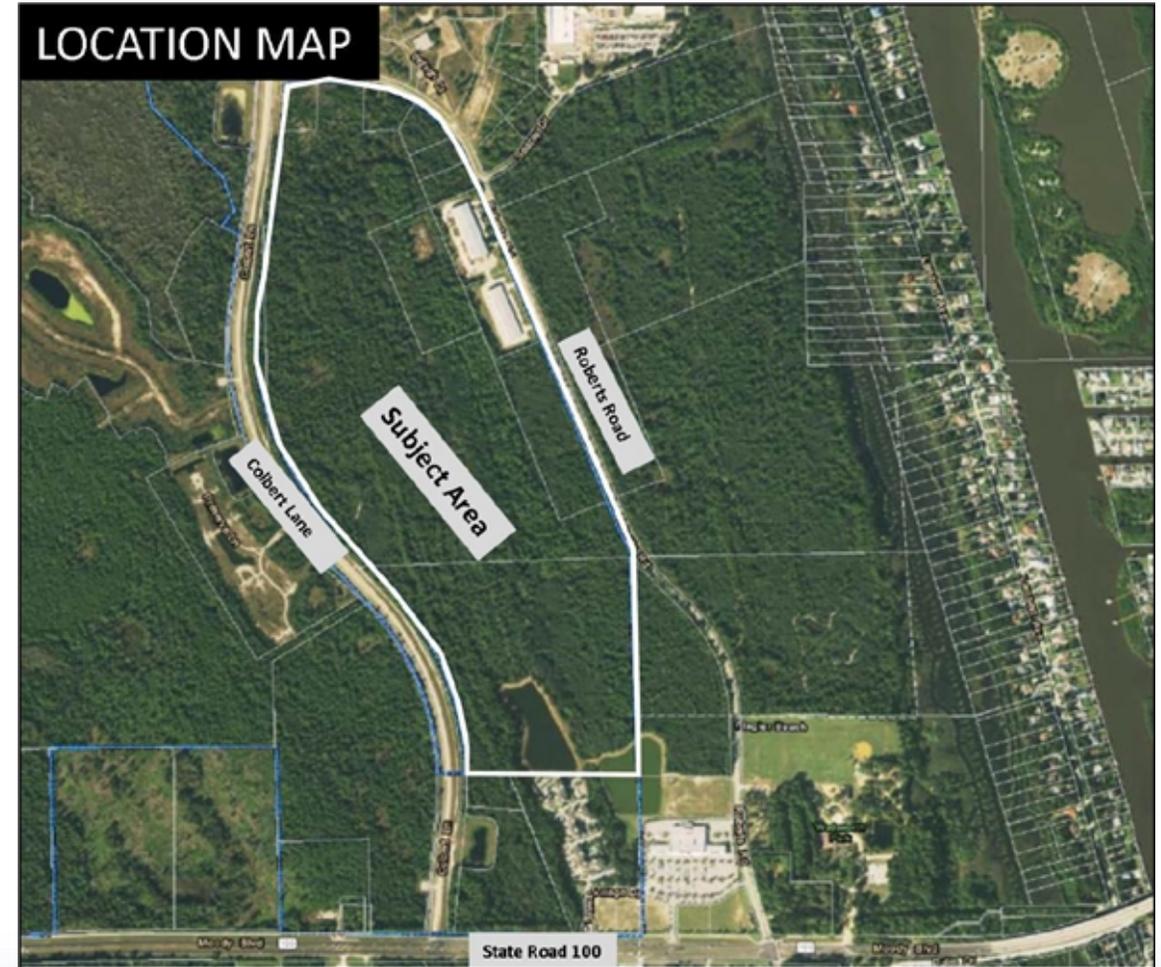
**Colbert Lane/Roberts Road  
Comprehensive Plan Amendment &  
Zoning Map Amendment  
(2<sup>nd</sup> Reading)**

**City Council, March 20, 2018**

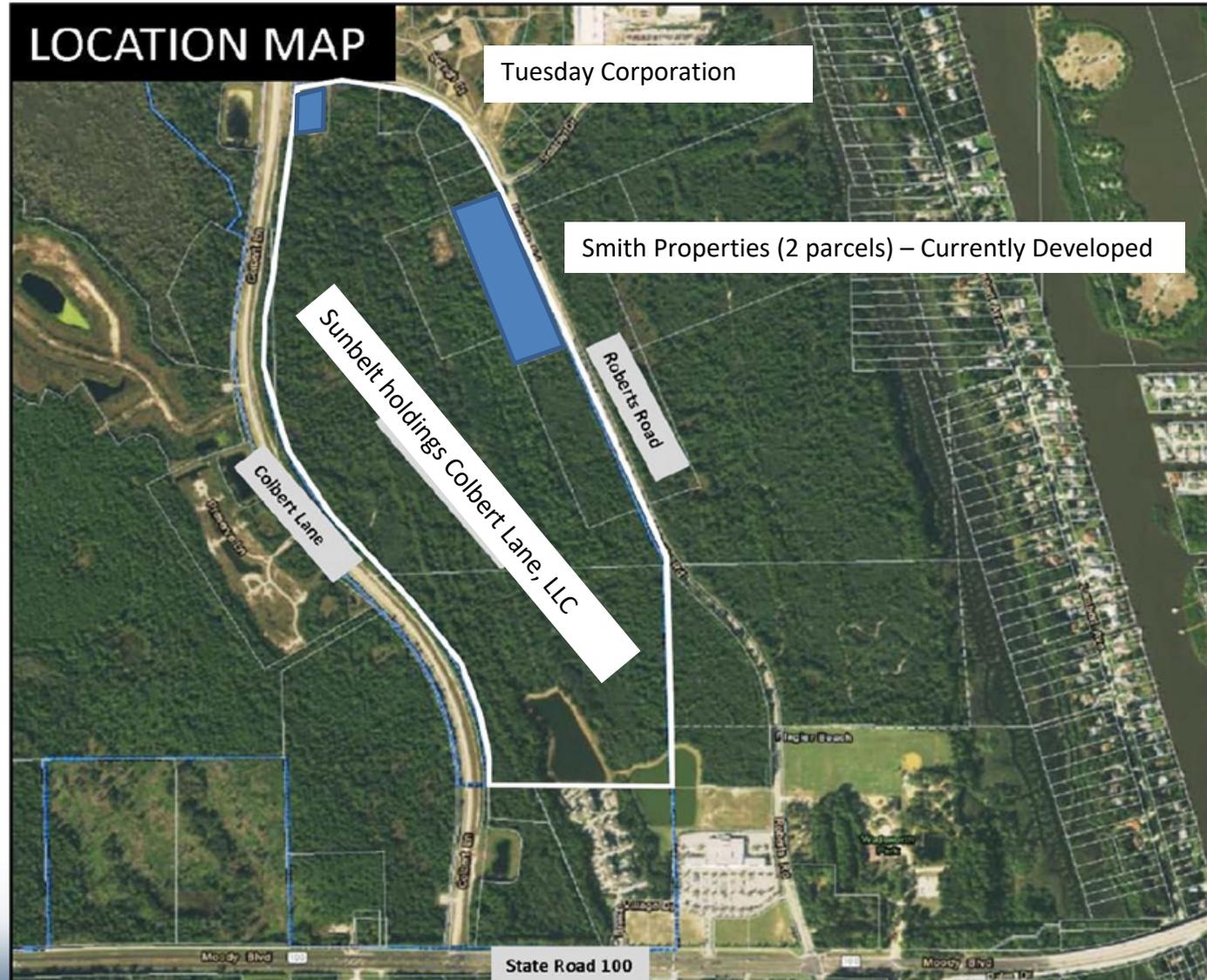
*Find Your Florida*

# Colbert Lane/Roberts Road Area Comprehensive Plan Amendment

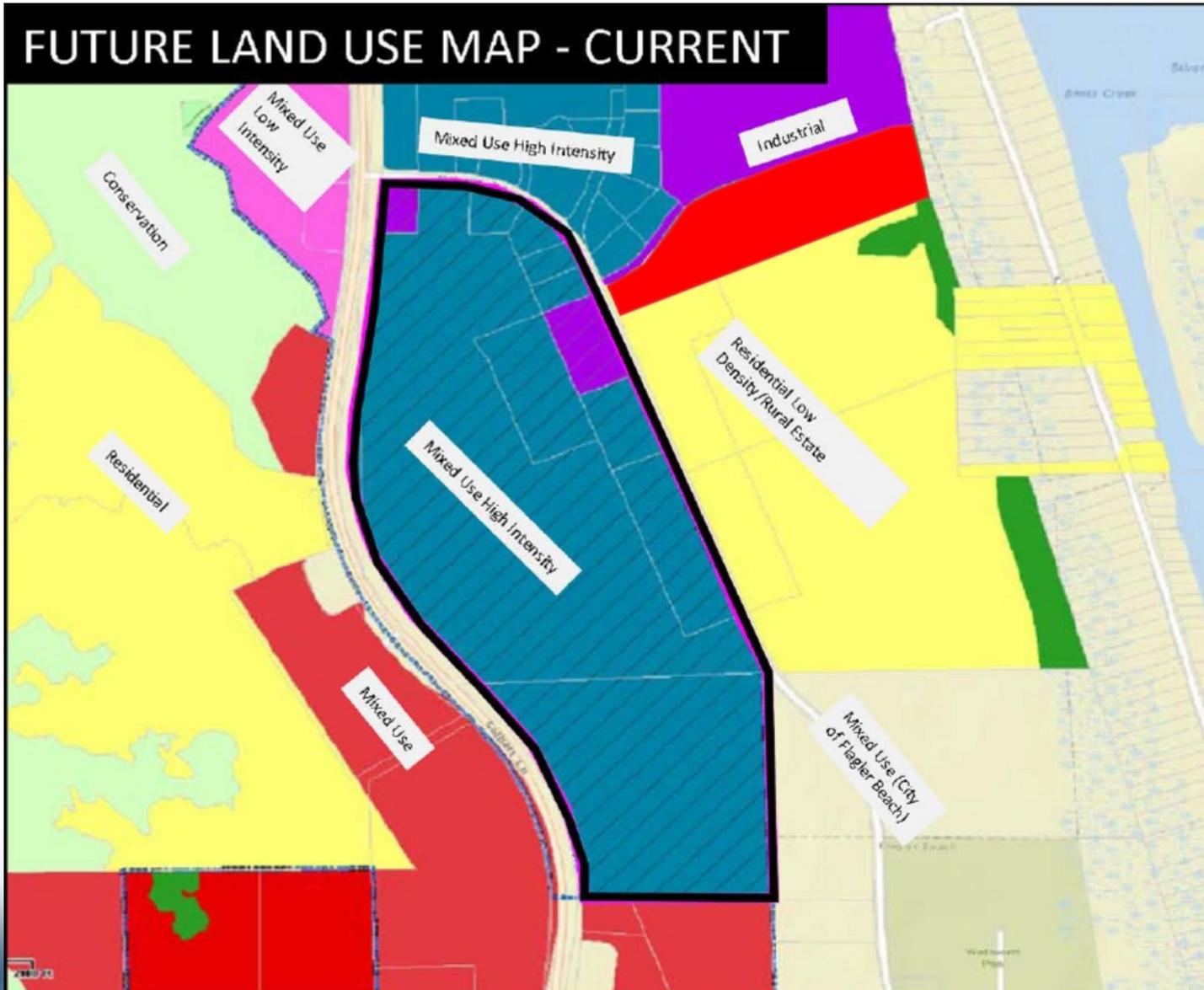
- Comprehensive Plan & Zoning Map Amendment
- Subject Area - 196+/- acres
- Annexed in 2015
- Currently Vacant (except for two large industrial building)
- Under multiple ownership



# Colbert Lane/Roberts Road Area Comprehensive Plan Amendment



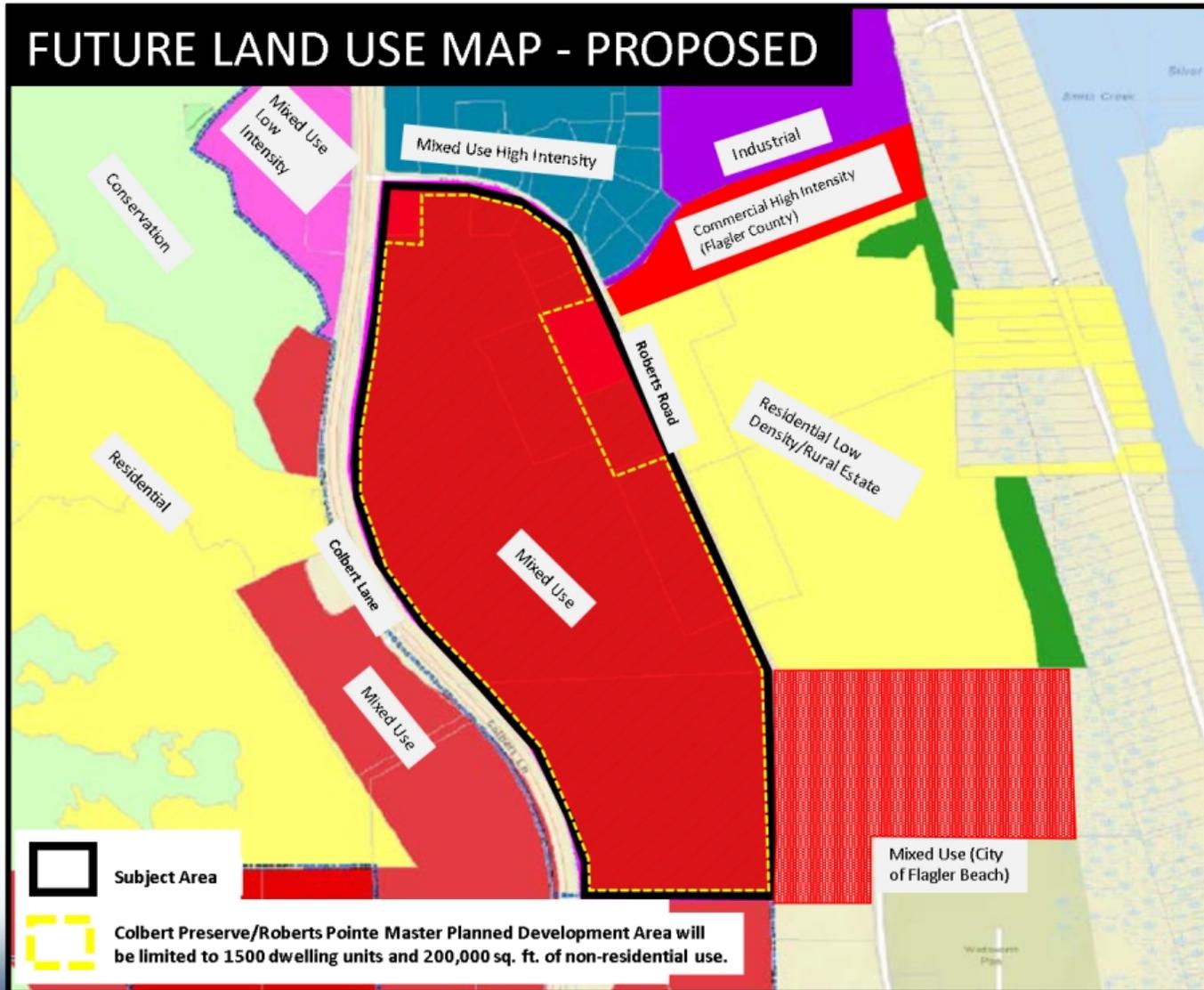
# Colbert Lane/Roberts Road Area Comprehensive Plan Amendment



Flagler County  
Designation:

Mixed Use: High  
Intensity & Industrial

# Colbert Lane/Roberts Road Area Comprehensive Plan Amendment



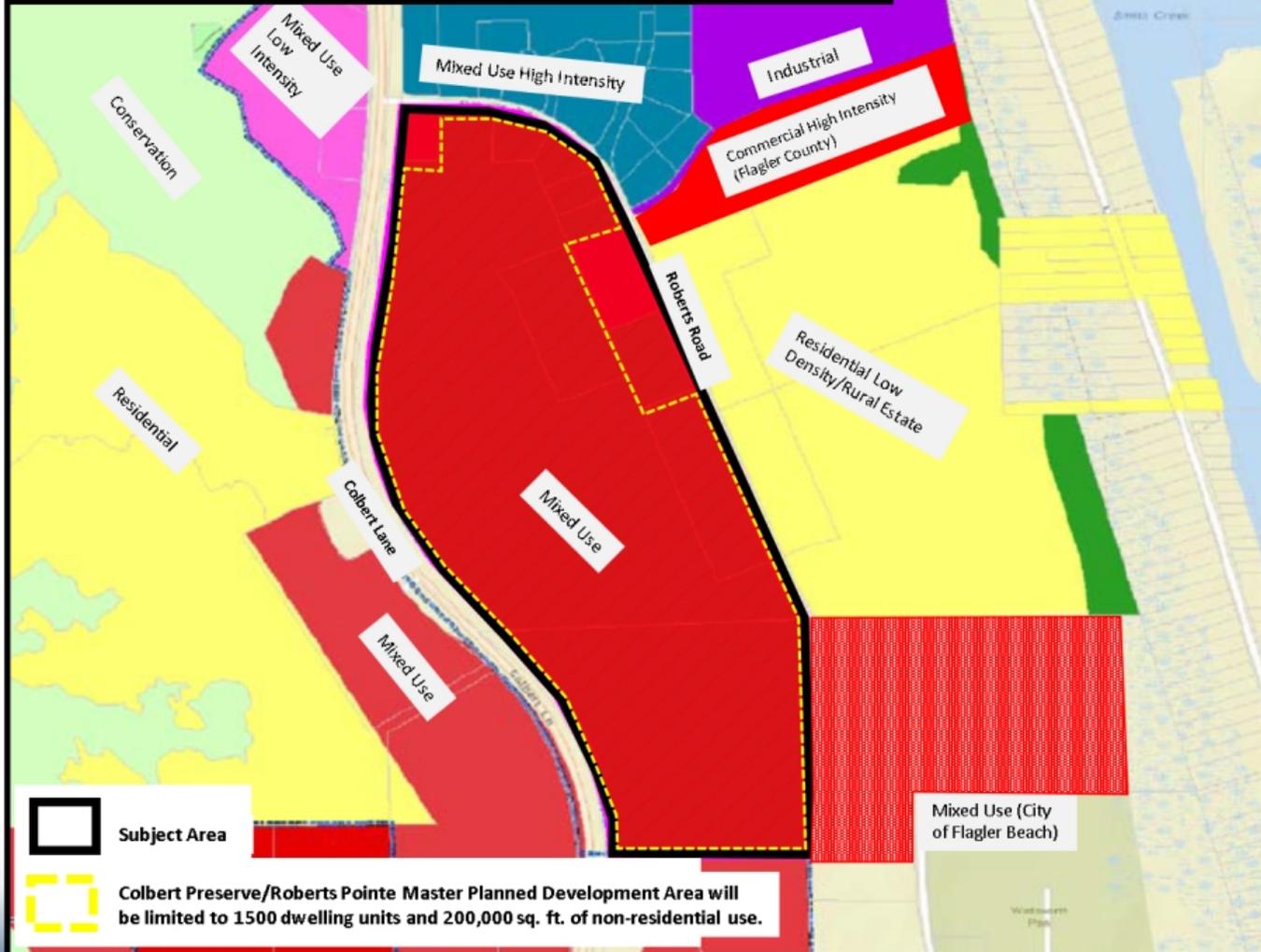
City Designation:

Mixed Use

Including Development Limits of 1500 dwelling units & 200,000 sq. ft. of non-residential use

# Colbert Lane/Roberts Road Area Comprehensive Plan Amendment

## FUTURE LAND USE MAP - PROPOSED



## Actions Since 1<sup>st</sup> Reading:

Amendment Transmitted to State Agencies

## 1 Recommendation from DEO

Include Policy to expressly approve Colbert Preserve/Roberts Pointe MPD for development up to 1500 dwelling units and 200,000 sq. ft. of non-residential use. (*Future Land Use Element Policy 1.1.2.7*)

# Colbert Lane/Roberts Road Area Comprehensive Plan Amendment

## FINDINGS

- No significant impact on Level of Service for public infrastructure
- No significant impact on environmental factors
- Consistent with surrounding land uses
- Consistent with Comprehensive Plan

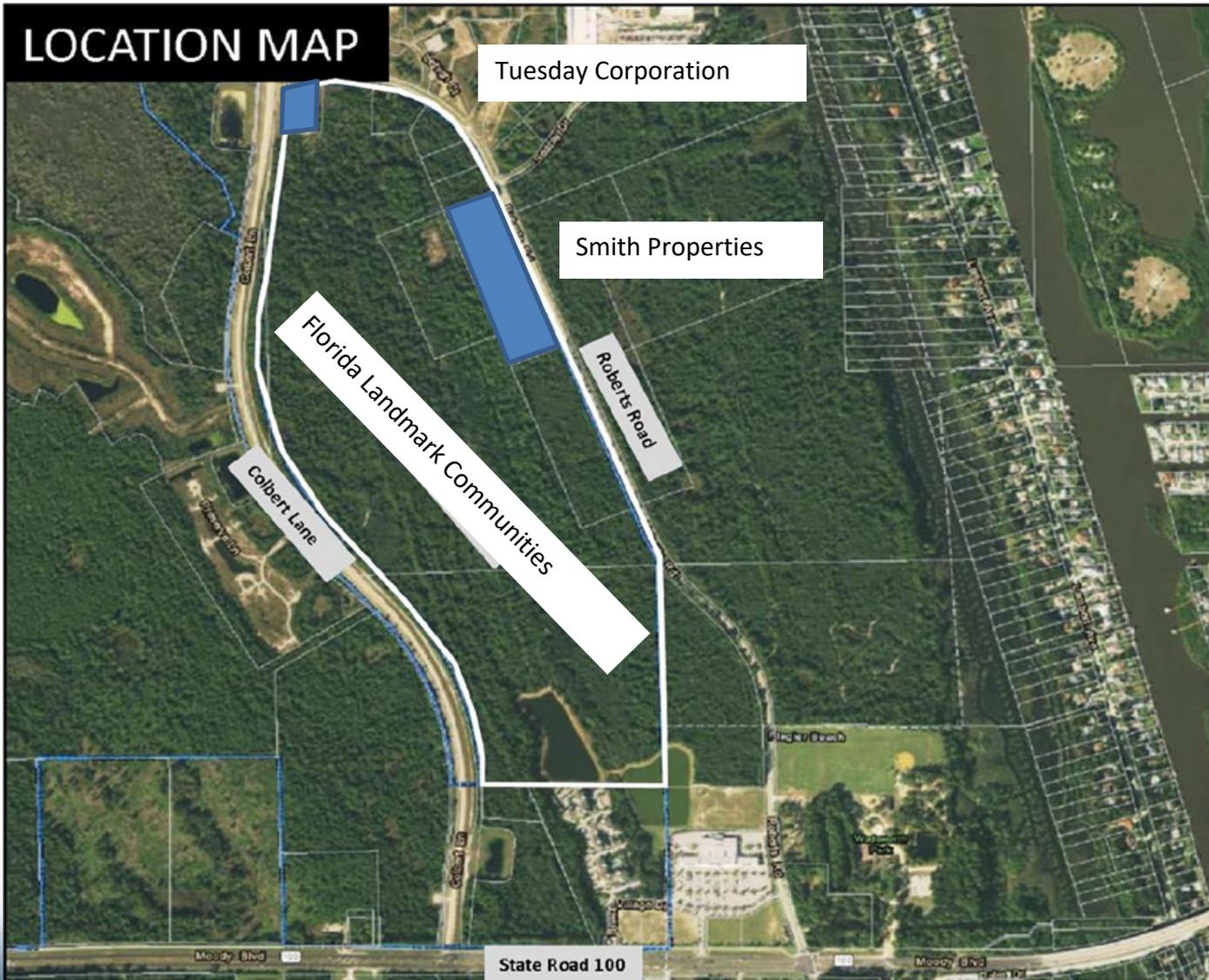
# Colbert Lane/Roberts Road Area Comprehensive Plan Amendment

## **RECOMMENDATION**

Staff recommends approval.

# Colbert Lane/Roberts Road Area Zoning Map Amendment

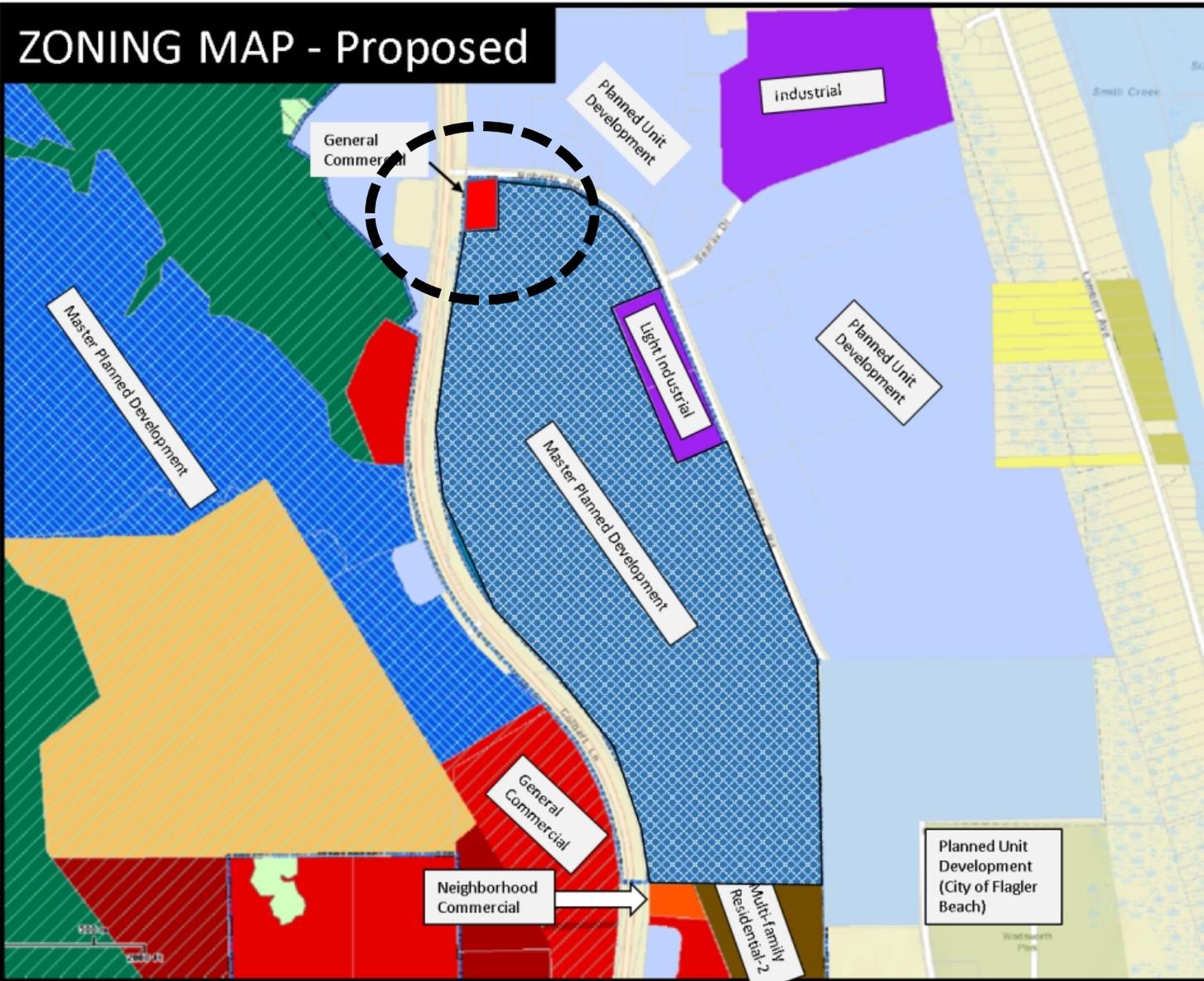
# Colbert Lane/Roberts Road Area Zoning Map Amendment



Multiple Ownership



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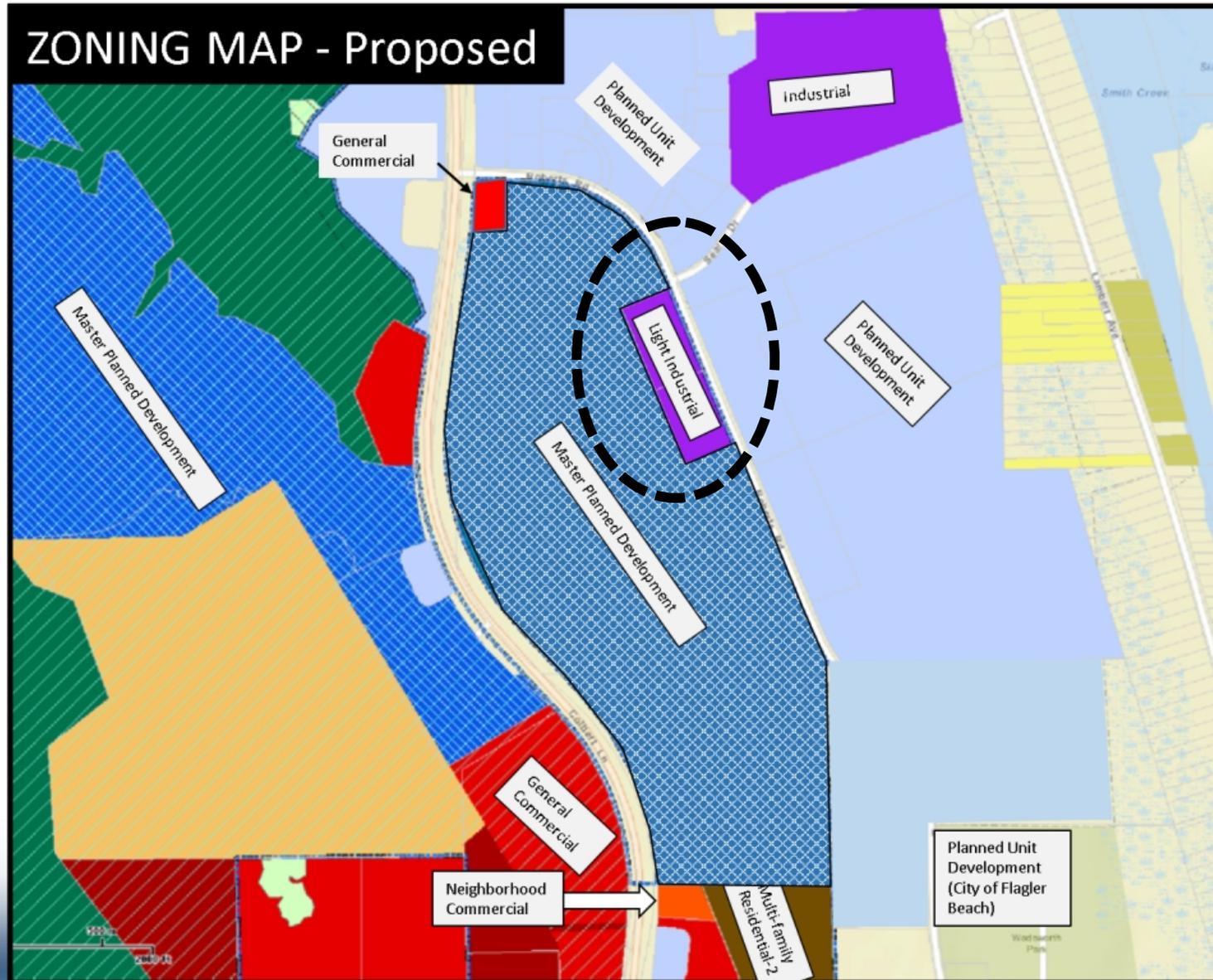


City of Palm Coast Designation

2+/- acres General Commercial

**-No changes from 1<sup>st</sup> reading**

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City of Palm Coast Designation

10+/- acres Light Industrial

-Currently developed with 50,000 and 40,000 sq. ft. industrial building

-designation will protect existing development

**-No changes from 1<sup>st</sup> reading**

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City of Palm Coast Designation

184+/- acres Master Planned Development (MPD)

-Colbert Preserve/Roberts Pointe MPD

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## Changes since 1<sup>st</sup> Reading – Based on direction from City Council to address comments

- Permitted uses amended to prohibit kennels and animal boarding, provide screening requirements for outdoor storage including mini-warehouse, office warehouse, and self-storage use, and require special exception approval for certain uses (LP Gas Dealer and Bulk Storage, and Towing Services).
- MPD agreement now includes explicit language regarding the screening requirements for outdoor storage, and for RV and Boat storage,

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## Other Changes since 1<sup>st</sup> Reading

- Maximum height for non-residential uses on Roberts Rd. reduced to 45' (from 60'),
- Setbacks for non-residential uses on Roberts Rd. increased from 20' to 25' with a required landscape buffer of 15' (similar to residential uses), and
- Limit residential units of 800 sq. ft. or less to no more than 25% of total number of units

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## **RECOMMENDATION**

Staff recommends Approval of the zoning map amendments:

- 2+/- acres from Flagler County Industrial to City of Palm Coast General Commercial,
- 10+/- acres from Flagler County Industrial to City of Palm Coast Light Industrial,
- 184+/- acres from Flagler County Planned Unit Development to City of Palm Coast Master Planned Development (City Designation) along with a development agreement (including changes since 1<sup>st</sup> reading).





Questions?

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