



# **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 Nick Klufas***  
***Council Member Vincent Lyon***  
***Council Member Heidi Shipley***

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**Tuesday, August 21, 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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#### **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 CITY COUNCIL MINUTES:**
  - AUGUST 7, 2018 BUSINESS MEETING**
  - AUGUST 14, 2018 WORKSHOP**

## **ORDINANCES SECOND READ**

- 2 ORDINANCE 2018-XX AMENDING CHAPTER 42 STREETS, ROADS, BRIDGES AND OTHER PUBLIC PLACES RELATING TO UTILITY LINES IN PUBLIC RIGHTS-OF-WAY**

## **RESOLUTIONS**

- 3 RESOLUTION 2018-XX APPROVING AN INTERLOCAL AGREEMENT WITH FLAGLER COUNTY SCHOOL BOARD FOR THE DONATION OF FIRE EQUIPMENT**
- 4 RESOLUTION 2018-XX APPROVE AMENDMENTS TO THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) LOCAL HOUSING ASSISTANCE PLAN (LHAP)**
- 5 RESOLUTION 2018-XX FINAL NUISANCE ABATEMENT ASSESSMENT**
- 6 RESOLUTION 2018-XX APPROVING THE OLD KINGS ROAD SPECIAL ASSESSMENT ROLL TO BE TRANSMITTED TO THE FLAGLER COUNTY TAX COLLECTOR**
- 7 RESOLUTION 2018-XX APPROVING A MODIFICATION TO THE AGREEMENT WITH THE UNIVERSITY OF CENTRAL FLORIDA FOR THE BUSINESS ASSISTANCE CENTER**

## **CONSENT**

- 8 RESOLUTION 2018-XX APPROVING AN INNOVATION AGREEMENT WITH COASTAL CLOUD**
- 9 RESOLUTION 2018-XX APPROVING AN OPTION AND GROUND LEASE AGREEMENT WITH DIAMOND TOWERS V LLC FOR CONSTRUCTION OF A TELECOMMUNICATIONS TOWER AT 1290 BELLE TERRE PKWY**
- 10 RESOLUTION 2018-XX APPROVING ONE-YEAR MASTER PRICE AGREEMENTS WITH FORTILINE, FERGUSON WATERWORKS AND CORE & MAIN, LP TO PURCHASE VARIOUS UTILITY SUPPLIES.**

**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**

**11 CALENDAR/WORKSHEET**

## City of Palm Coast, Florida Agenda Item

Agenda Date : 08/21/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	4110	<b>Account</b>
		<b>#</b>
<b>Subject</b>	CITY COUNCIL MINUTES: AUGUST 7, 2018 BUSINESS MEETING AUGUST 14, 2018 WORKSHOP	
<b>Background :</b>		
<b>Recommended Action :</b>	Approve minutes for: August 7, 2018 Business Meeting August 14, 2018 Workshop	



**City of Palm Coast  
Minutes  
CITY COUNCIL  
BUSINESS**

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 Nick Klufas  
Council Member Vincent Lyon  
Council Member Heidi Shipley***

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**Tuesday, August 7, 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 PM. CM Shipley is excused.*

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**ROLL CALL**

Present and responding to roll call were the following:

Council:	Robert Cuff
	Nick Klufas
	Milissa Holland
	Vincent Lyon

Absent	
Council:	Heidi Shipley

*City Clerk Virginia Smith called the roll.*

## **PUBLIC PARTICIPATION**

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*Steve Carr-Florida Park Drive traffic.*

*Carl Johnson-3 Powder Horn Drive code violations. Presented electronic pictures for Council's review. Did not submit copies for the record.*

*Robert MacDonald-Code enforcement in the R section. Concrete and dirt being dumped on Royal Palms Parkway. Requested a meeting.*

*Mike Cochelli-Budget issues.*

### **Responses to Public Comments:**

*Powder Horn-Ans: Mr. Landon-We are taking every legal step possible. Foreclosure is our best option. We are working with the bank and the attorneys to get it corrected; it just takes time.*

*Royal Palms-Ans: Mr. Landon-The concrete on Royal Palms is very likely related to the pipe project. If it is not related to the project, we will find out what it is and get it resolved.*

## **MINUTES**

### **Pass**

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

**Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland, Council Member Vincent Lyon**

- 1 CITY COUNCIL MINUTES**
  - July 17, 2018 Business Meeting**
  - July 17, 2018 Special Workshop - Budget**
  - July 31, 2018 Special Meeting - Budget**
  - July 31, 2018 Workshop**

## **PUBLIC HEARING**

### **ORDINANCES SECOND READ**

#### **2      ORDINANCE 2018-XX AMENDING CHAPTER 44, TRAFFIC AND VEHICLES AND CHAPTER 2, SECTIONS 226 AND 227 OF THE CITY OF PALM COAST'S CODE OF ORDINANCES RELATING TO REGULATIONS AND CIVIL CITATIONS FOR HANDICAPPED PARKING**

*City Attorney Reischmann read the title into the record.*

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

*Public Comment*

*There were no public comments.*

**Pass**

**Motion made to adopted on second reading made by Council Member  
Klufas and seconded by Vice Mayor Cuff**

**Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor  
Milissa Holland, Council Member Vincent Lyon**

### **ORDINANCES FIRST READ**

#### **3      ORDINANCE 2018-XX AMENDING CHAPTER 42 STREETS, ROADS, BRIDGES AND OTHER PUBLIC PLACES RELATING TO UTILITY LINES IN PUBLIC RIGHTS-OF-WAY**

*City Attorney Reischmann read the title into the record.*

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

*Further discussion was held on the record regarding the cable cuts that take  
place in the City's rights-of-way.*

*Public Comment*

*Mr. Nielebeck-Who pays for this, the company that lays the wire or will it be  
passed on to the consumer?*

*Responses to Public Comment:*

*Ans: Mr. Landon-The company that is responsible for the wire. The insurance  
company is the one recommending this amendment. As far as who is paying the  
cost, we all do.*

*Attorney Reischmann reminded Council that this amendment also relates to the  
maintenance of the 24 inches below grade.*

**Pass**

**Motion made to Approved as amended on first reading made by Vice Mayor Cuff and seconded by Council Member Klufas**

**Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland, Council Member Vincent Lyon**

## **RESOLUTIONS**

### **4 RESOLUTION 2018-XX APPROVING A SUBDIVISION PLAT OF THE WATERSIDE SUPER CENTER**

*Mr. Landon provided a brief overview to this item. Ms. Ida Meehan provided a PowerPoint presentation, which is attached to these minutes.*

*Public Comments:*

*There were no public comments.*

**Pass**

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

**Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland, Council Member Vincent Lyon**

### **5 RESOLUTION 2018-XX TO APPROVE THE FINAL PLAT FOR HIDDEN LAKES PHASE I - SECTION 2B REPLAT**

*Mr. Landon provided a brief overview to this item. Ms. Ida Meehan provided a PowerPoint presentation, which is attached to these minutes.*

*Public Comment:*

*There were no public comments.*

**Pass**

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

**Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland, Council Member Vincent Lyon**

### **6 RESOLUTION 2018-XX APPROVING THE PURCHASE OF AN ADVANCED METERING INFRASTRUCTURE SYSTEM FROM SENSUS USA, INC.**

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



*Council held an additional discussion on the cost and efficiency associated with implementation of the ordinance.*

*Public Comments:*

*Mike Cochelli-Who asked for this technology? What is the cost reduction estimate?*

*Steve Carr-Would the application have the ability for the customer to see his water usage when on vacation?*

*George Mayo-Security-utilities which have been hacked. How is our system protected? Current employees-will they be laid off?*

*Responses to Public Comments*

*Layoffs and efficiencies-Ans: Mayor Holland – The efficiencies we have spoken about this approach not losing jobs, but would create efficiencies internally and externally. We are currently not able to determine if there are leaks if there is a larger consumption of utilities. These efficiencies that go beyond the basic cost of the service.*

*Vacation viewing-Ans: Mr. Landon-They cannot shut their own water off, but they can contact us.*

*Technology-Ans: Mayor Holland-This type of technology in the cloud is far safer than on a server.*

**Pass**

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

**Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland, Council Member Vincent Lyon**

**7 RESOLUTION 2018-XX APPROVING A CONTRACT WITH HALIFAX PAVING, INC AND A WORK ORDER WITH SAI FOR THE CONSTRUCTION AND CONSTRUCTION ENGINEERING & INSPECTION SERVICES OF SEMINOLE WOODS/SR 100 TURN LANE PROJECT**

**Pass**

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

**Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland, Council Member Vincent Lyon**

*Mr. Landon provided a brief overview to this item. Ms. Dvornikova provided a PowerPoint presentation, which is attached to these minutes.*

*Public Comments:*  
*There were no public comments.*

**8 RESOLUTION 2018-XX APPROVING A WORK ORDER WITH CPH, INC. FOR DESIGN SERVICES FOR IMPROVEMENTS TO CITATION BOULEVARD**

*Mr. Landon provided a brief overview to this item. Ms. Dvornikova and Mr. Carl Cote provided a PowerPoint presentation, which is attached to these minutes.*

*Council held further discussion on this issue.*

*Public Comments:*  
*There were none.*

**Pass**

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

**Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland, Council Member Vincent Lyon**

**9 RESOLUTION 2018-XX APPROVING A WORK ORDER WITH ENGLAND-THIMS & MILLER INC., FOR DESIGN SERVICES RELATED TO THE WHITEVIEW PARKWAY IMPROVEMENT PROJECT**

*Mr. Landon provided a brief overview to this item. Ms. Dvornikova provided a PowerPoint presentation, which is attached to these minutes.*

*Public Comments:*  
*Jack Howell-Accident Investigation expert. Feels the study was flawed as it was missing pertinent information.*

*John Brady-agrees with Mr. Howell's comments.*

*Mr. Nieleback-Project should be cancelled.*

**Pass**

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

**Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland, Council Member Vincent Lyon**

**CONSENT**

*John Brady-Items 14 and 15-Wawa project. This should be studied further. Traffic turning left onto SR 100.*

*Responses to Public Comments:*

*Wawa-Ans: Mr. Landon provided an overview to the project and traffic issues.*

**10 RESOLUTION 2018-XX APPROVING A FDOT LAP SUPPLEMENTAL AGREEMENT FOR LAKEVIEW BOULEVARD MULTI-USE PATH PROJECT**

**R20180099**

**Pass**

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

**Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland, Council Member Vincent Lyon**

**11 RESOLUTION 2018-XX APPROVING AN EASEMENT WITH PALM COAST ELKS LODGE #2709, INC. FOR THE OLD KINGS ROAD NORTH WIDENING PROJECT**

**R20180100**

**Pass**

**Motion made to adopt on consent made by Council Member Klufas and seconded by Vice Mayor Cuff**

**Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland, Council Member Vincent Lyon**

**12 RESOLUTION 2018-XX APPROVING A CONTRACT WITH S.E. CLINE CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE CONCENTRATE MAIN CONVERSION PROJECT**

**R20180101**

**Pass**

**Motion made to adopt on consent made by Council Member Klufas and seconded by Vice Mayor Cuff**

**Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland, Council Member Vincent Lyon**

**13 RESOLUTION 2018-XX GRANTING A TEMPORARY RIGHT-OF-WAY AGREEMENT TO FPL AS REQUIRED FOR THE SOUTHERN WELLFIELD EQUIP 3 WELLS & RAW WATER MAIN, PHASE 3 PROJECT**

**R20180102**

**Pass**

**Motion made to adopt on consent made by Council Member Klufas and seconded by Vice Mayor Cuff**

**Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland, Council Member Vincent Lyon**

- 14 RESOLUTION 2018-XX APPROVING A REAL ESTATE EXCHANGE AGREEMENT WITH PALM WAGAS IV, LLC FOR RIGHT-OF-WAY ALONG BULLDOG DRIVE**

**R20180103**

**Pass**

**Motion made to adopt on consent made by Council Member Klufas and seconded by Vice Mayor Cuff**

**Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland, Council Member Vincent Lyon**

- 15 RESOLUTION 2018-XX APPROVING A BULLDOG DRIVE RIGHT-OF-WAY MAINTENANCE MAP AND A REVISED RIGHT-OF-WAY MAP FOR BULLDOG DRIVE**

**R20180104**

**Pass**

**Motion made to adopt on consent made by Council Member Klufas and seconded by Vice Mayor Cuff**

**Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland, Council Member Vincent Lyon**

- 16 RESOLUTION 2018-XX APPROVING A MODIFICATION TO AN AGREEMENT BETWEEN THE CITY OF PALM COAST AND FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR THE PURCHASE AND INSTALLATION OF A GENERATOR AT CITY HALL**

**R20180105**

**Pass**

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

**Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland, Council Member Vincent Lyon**

- 17 RESOLUTION 2018-XX APPROVING 2019 LEGISLATIVE PRIORITIES**

**R20180106**

**Pass**

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

**Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland, Council Member Vincent Lyon**

#### **PUBLIC PARTICIPATION**

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

*Mr. Nieleback - Advise on the status of the Airport Common project impact fee.*

*George Mayo - Employees on meter reading-will they be laid off?*

*Responses to Public Comments:*

*Airport Commons-Ans: Mr. Landon-We have provided our comments and we are working with the Developer and the County.*

*Layoffs-Ans: Mr. Landon-explained the process of utility reads/turn-ons and turn-offs and meter installations.*

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

*Nothing at this time.*

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

*Nothing at this time.*

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

*Mr. Landon-Friday, August 10 is the start of school. Please be careful and watch for children.*

*Thursday-FDOT is holding a public information meeting on the proposed round-about at Matanzas Woods Pkwy on US1 to educate the public on the proposal. Will be held at the Community Center from 5pm to 7pm.*

*Parks and Recreation activities-Senior Games begin in September.  
Intercoastal Waterway Clean-up will be September 8.  
Movies in the Park-Beauty and the Beast this Friday.*

#### **ADJOURNMENT**

*The meeting was adjourned at 7:00 p.m.*

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



# City of Palm Coast Minutes CITY COUNCIL WORKSHOP

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 Nick Klufas**  
**Council Member Vincent Lyon**  
**Council Member Heidi Shipley**

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**Tuesday, August 14, 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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## CALL TO ORDER

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

## PLEDGE OF ALLEGIANCE TO THE FLAG

## ROLL CALL

*Kate Settle, Deputy City Clerk, called the roll. Council Member Shipley was excused due to health reasons.*

## 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 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.

*No comments were received.*

## **PRESENTATIONS**

### **1 PRESENTATION – MUNICIPAL BROADBAND NETWORK BUSINESS PLAN WITH MAGELLAN**

*Mr. Landon gave a brief overview of the item. Mr. Courtney Violette of Magellan reviewed a Broadband Business Plan with Council.*

*Topics discussed included data center, investment partnerships; survey responses; providing a utility within the city; city staffed and operated; legislative barriers; infrastructure provider; partnering with a private sector industry provider; private sector providers being better able to lobby; a relative small number of business clients that will receive a new connection; the increase of adding a residential component; feeder and distribution for new development; capital projects; recommendations for development; dig once and potential connections that could be updated to a City owned facility.*

### **2 PRESENTATION - BUILDING AN ENTREPRENEURIAL ECOSYSTEM IN PALM COAST AND COASTAL CLOUD CASE STUDY**

*Wynn Newingham, reported on the E-Ship Summit in Kansas City and shared a video presented by the Kaufman Foundation at the Summit with the Council. Tim and Sara Hale of Coastal Cloud presented to Council a potential partnership with the City in developing a 311 call number enhancing Citizen Engagement Platform.*

*Topics discussed included: emphasizing who we are; the City being a pilot program with the only cost to the city being the licensing through "Sales Force;" promoting transparency; funneling the information through one source; the data can be used by all users; providing accountability; educating the citizenry on the app; creating unrealistic expectations; getting the internal house in order before launching it to the citizenry and creating efficiency.*

### **3 PRESENTATION – STRATEGIC RECOMMENDATIONS FOR THE INNOVATION AND ECONOMIC GROWTH INITIATIVE**

*Beau Falgout, Bob Cooper and Wynn Newingham reviewed a PowerPoint with City Council. Topics discussed included: innovation hub office space; ACI and Coastal Cloud; site selectors choosing larger locations; systems of networking; to look at economic development more as marketing and sales; quality of life in Palm Coast being a selling point.*

*Meeting recessed at 12:05 p.m. for lunch.*

**4 PRESENTATION - DRAFT REQUEST FOR SOLUTIONS FOR SECURITY ASSESSMENT AND MASTER PLAN**

*The meeting reconvened at 12:35 p.m. Mr. Landon gave a brief overview of the item. Mr. Falgout reviewed a presentation with Council. Topics discussed included: Scoring system, Sheriff Staley's assistance; how to score innovation; limitations of past performance; scoring being subjective and the possibility of adjusting the score; innovative for a City; more university based; an adjustment was made 30/30 between history and innovation; schedule.*

**5 PRESENTATION - STORMWATER RATE STUDY DRAFT AND BUDGET REVIEW**

*Mr. Landon gave a brief overview of the item. Stormwater is funded solely from stormwater fees, not supported by taxes. Mike Peel, Austin Kladke, and Carl Cote reviewed a presentation with Council. Topics discussed included: the material used to repair; pipe replacement; the evaluation process; rain events causing destruction; swale maintenance; how to determine staffing levels; St. John's Water Manager Funding not being available in the coming year; using general fund reserves; fund indexing; the presentation's purpose bringing more awareness to Council and the residents of Palm Coast; current funding limitations; piping life expectancy; Swale Maintenance interactive GIS programming; canal maintenance; prioritizing the areas that would have the most impact; cost of the lining; and planned expenses versus emergency reactions.*

*Henry Thomas, Public Resources Management Group, reviewed his presentation regarding stormwater rates and to estimate revenue requirements to be recovered from stormwater rates. Topics discussed included the age of the asset; forecasting the next five years and how that might be funded; indexing the funds does not include the need for project; rates not being increased in the last five years; state properties are not exempt but are not obligated to pay stormwater fees but are asked to contribute; educating the residents; the negative economic impact to the homes in the area if stormwater is not improve; DEP loans through the SRF programs; the necessity for a reserve fund in stormwater and the projects in the accelerated program being prioritized individually with cost for clarity for Council.*

**Stormwater Budget**

*Helena Alves, Lina Williams and Carl Cote presented the Stormwater Fund Budget at the current level of funding and gave Council the dates for the Budget Hearings.*

**6 PRESENTATION - PROPOSED FY 2019 BUDGET AND REVISED FY 2018 BUDGET FOR THE PROPRIETARY AND SPECIAL REVENUE FUNDS**

*Mr. Landon gave an overview of the item. Helena Alves and Lina Williams reviewed their presentation with Council. Topics discussed included: \$4.5 million dollars owed from FEMA for both Hurricanes Matthew and Irma; traffic engineer and the challenge of hiring a traffic engineer in the current employment market.*



## WRITTEN ITEMS

- 7 RESOLUTION 2018-XX APPROVING AN OPTION AND GROUND LEASE AGREEMENT WITH DIAMOND TOWERS V LLC FOR CONSTRUCTION OF A TELECOMMUNICATIONS TOWER AT 1290 BELLE TERRE PKWY**

*Mr. Landon gave an overview of the item. This item will be continued to the August 21, 2018 Business Meeting.*

- 8 RESOLUTION 2018-XX APPROVING AN INTERLOCAL AGREEMENT WITH FLAGLER COUNTY SCHOOL BOARD FOR THE DONATION OF FIRE EQUIPMENT**

*Mr. Landon gave an overview of the item. Topics discussed included maintenance to the vehicle and liability to the city; the clause in the interlocal agreement providing protection. This item will be continued to the August 21, 2018 Business Meeting.*

- 9 RESOLUTION 2018-XX FINAL NUISANCE ABATEMENT ASSESSMENT**

*Mr. Landon gave a brief overview of the item. The item will be continued to the business meeting on August 21, 2018.*

- 10 RESOLUTION 2018-XX APPROVING THE OLD KINGS ROAD SPECIAL ASSESSMENT ROLL TO BE TRANSMITTED TO THE FLAGLER COUNTY TAX COLLECTOR**

*Mr. Landon gave an overview of the item. This item will be continued to the August 21, 2018 Business Meeting.*

- 11 RESOLUTION 2018-XX APPROVING ONE-YEAR MASTER PRICE AGREEMENTS WITH FORTILINE, FERGUSON WATERWORKS AND CORE & MAIN, LP TO PURCHASE VARIOUS UTILITY SUPPLIES.**

*Mr. Landon gave an overview of the item. This item will be continued to the August 21, 2018 Business Meeting.*

## PUBLIC PARTICIPATION

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

*No comments were received.*

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

*No comments were received.*

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

*No report was given.*

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

*Mr. Landon reviewed upcoming events and congratulated Parks and Recreation on recent programs and activities.*

## **ADJOURNMENT**

*Adjourned 3:46 p.m.*

### **Pass**

**Motion made to adjourn the meeting at 3:46 p.m. made by Vice Mayor Cuff and seconded by Council Member Klufas.**

**Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland, Council Member Vincent Lyon**

**Absent - 1 - Council Member Heidi Shipley**

*Respectfully submitted,*

*Kate Settle, CMC  
Deputy City Clerk*

# City of Palm Coast, Florida

## Agenda Item

Agenda Date : 08/21/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	3906	<b>Account</b>
		<b>#</b>
<b>Subject</b>	ORDINANCE 2018-XX AMENDING CHAPTER 42 STREETS, ROADS, BRIDGES AND OTHER PUBLIC PLACES RELATING TO UTILITY LINES IN PUBLIC RIGHTS-OF-WAY	
<b>Background :</b> <b><u>UPDATE FROM THE AUGUST 7, 2018 BUSINESS MEETING</u></b> This item was heard by City Council at their August 7, 2018 Business Meeting. There were no changes suggested to this item.  <b><u>UPDATE FROM THE JULY 31, 2018 WORKSHOP</u></b> This item was heard by City Council at their July 31, 2018 Workshop. There were no changes suggested to this item.  <b><u>ORIGINAL BACKGROUND FROM THE JULY 31, 2018 WORKSHOP</u></b> The City permits utility lines to be located within City rights-of-way at a specified minimum depth. The City has discovered numerous instances where utility lines have not been installed at the required minimum depth resulting in damage to utility lines and subsequent claims against the City. The City has seen a significant rise in number of cable cut claims as well as the cost. The current ordinance requires that buried utility lines “be buried a minimum of 24” inches below the existing ground.” See Sec 42-47 (b). The majority of such claims relates to lines that are not 24” below ground and are impacted during the City’s swale maintenance efforts.  The consultant for the Florida League of Cities, City’s insurer, has recommended that City’s ordinance be modified to require cable lines be buried and “maintained” at a minimum of 24 inches; and if not so maintained, the Utility Provider shall be responsible for repairs and replacement costs. Therefore, the changes set forth in the proposed Ordinance will address ongoing maintenance of cable lines which will protect the health, safety, and welfare of the public and thus benefiting the taxpaying residents of the City.		
<b>Recommended Action :</b> Adopt Ordinance 2018-XX amending Chapter 42, Streets, Roads, Bridges and other public places relating to utility lines in public rights-of-way.		

**ORDINANCE 2018-\_\_\_\_**  
**Utility Lines in City Rights-of-Way**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING CHAPTER 42 STREETS, ROADS, BRIDGES AND OTHER PUBLIC PLACES, ARTICLE II RIGHT-OF-WAY UTILIZATION, CODE OF ORDINANCES OF THE CITY OF PALM COAST; AMENDING SECTION 42-46, UTILITY OR STORMWATER CROSSINGS, TO REQUIRE UTILITY LINES TO BE BURIED AND MAINTAINED AT A MINIMUM DEPTH OF 24 INCHES; AMENDING SECTION 42-47, CONSTRUCTION STANDARDS, TO REQUIRE REPAIR OF DAMAGED UTILITY LINES AND RE-INSTALLMENT AT THE REQUIRED MINIMUM DEPTH; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Palm Coast (the "City") is a municipal corporation lawfully established and organized under the laws of Florida; and

**WHEREAS**, pursuant to Article VIII, Section 2 of the Constitution of the State of Florida, and Chapter 166, Florida Statutes, the City has the authority to enact ordinances for municipal purposes; and

**WHEREAS**, the City permits utility lines to be located within City rights-of-way at a specified minimum depth; and

**WHEREAS**, the City has discovered numerous instances where utility lines have not been installed at the required minimum depth resulting in damage to said utility lines and subsequent claims against the City; and

**WHEREAS**, in the interest of protecting the health, safety and welfare of the public, the City seeks to amend the Code of Ordinances of the City of Palm Coast to require a minimum depth for installation, re-installation and maintenance of buried utility lines; and

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

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

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

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

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

**SECTION 2: AMENDMENT TO CHAPTER 42, STREETS, ROADS, BRIDGES AND OTHER PUBLIC PLACES, ARTICLE II, RIGHT-OF-WAY UTILIZATION.**

Chapter 42, “Streets, Roads, Bridges, and Other Public Places”, Article II, “Right-of-Way Utilization” of the Code of Ordinances, City of Palm Coast, Florida, is hereby amended as follows:

**Section 42-46– Utility or stormwater crossings.**

\* \* \*

(b) *Canals, ditches and swales.*

(1)-(2) \* \* \*

(3) Drainage swales shall be restored to a design grade and any damage to swale area shall be fully repaired, including sodding, to conform to such condition as the swale existed prior to construction or to such other shape and grade as may be approved by the City Engineer. Any telephone, cable and fiber lines, which include, but are not limited to, RJ 11, copper, wire, fiber, aluminum coaxial, DSL, and T1 lines, placed in drainage swales located within City rights-of-way must be buried and maintained at a minimum of 24” below the bottom of the design grade of the drainage swale. For purposes of this subsection, “design grade” is the required grade as shown in the City of Palm Coast Technical Manual, Engineering Design Standards. Typical Residential Swale Profile, as may be amended, or as shown in the originally approved construction drawings for the property. Utility lines that are not maintained at the required depth and are damaged shall be repaired by the utility provider at the provider’s cost and shall be re-installed and maintained at the required minimum depth.

**Sec. 42-47. - Construction standards.**

(a) \* \* \*

(b) Buried utility lines. Minimum vertical clearance for direct buried cable, conduit casings, utility lines, and duct systems shall be per location criteria for utilities in the State of Florida Department of Transportation Utility Accommodation Manual or in accordance with the requirements of the City's cable TV regulatory ordinance [article IV of this chapter] where that ordinance applies. Coaxial and glass fiber cables, including but not limited to, RJ 11, copper, wire, fiber, aluminum coaxial, DSL, and T1 lines shall be buried a minimum of 24 inches below the ~~existing ground design grade~~, and shall be maintained at the installation depth (a minimum of 24 inches below design grade). For purposes of this subsection, “design grade” is the required grade as shown in the originally approved construction drawings for the property. Buried utility lines that are not maintained at the required depth and are damaged shall be repaired by the utility provider at the provider's cost and shall be re-installed and maintained at the required minimum depth.

**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 Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

**SECTION 4. CODIFICATION.** It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, “Ordinance” may be changed to Section,” “Article,” or other appropriate word.

**SECTION 5. CONFLICTS.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall become effective 90 days after adoption of this Ordinance.

**Approved** on the first reading this 7<sup>th</sup> day of August, 2018.

**Adopted** on the second reading after due public notice and hearing this 21st day of August, 2018.

**CITY OF PALM COAST, FLORIDA**

---

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., Esq.  
City Attorney

## City of Palm Coast, Florida Agenda Item

Agenda Date: 8/21/2018

<b>Department</b>	FIRE	<b>Amount</b>
<b>Item Key</b>	3899	<b>Account</b>
		<b>#</b>
<b>Subject</b>	RESOLUTION 2018-XX APPROVING AN INTERLOCAL AGREEMENT WITH FLAGLER COUNTY SCHOOL BOARD FOR THE DONATION OF FIRE EQUIPMENT	
<b>Background:</b> <b><u>UPDATE FROM THE AUGUST 14, 2018 WORKSHOP</u></b> This item was heard by City Council at their August 14, 2018 Workshop. There were no changes suggested to this item.  <b><u>ORIGINAL BACKGROUND FROM THE AUGUST 14, 2018 WORKSHOP</u></b> This is an updated Interlocal Agreement with the Flagler County School Board to provide surplus resources to the Flagler Leadership Academy. The City's 2004 Pierce Kenworth Firetruck has been retired. In the spirit with the City's Interlocal Agreement, the 2004 Pierce Kenworth will be given to the Flagler School Board for use at the Flagler Palm Coast High School Fire Academy. All resources donated to the Flagler County School Board are considered training props for "non-real" learning use and not intended for "live" fire use.		
<b>Recommended Action:</b> Adopt Resolution 2018-XX approving an Interlocal Agreement with the Flagler County School Board for the donation of Fire Equipment.		



**RESOLUTION 2018-\_\_\_\_\_**  
**INTERLOCAL AGREEMENT**  
**FLAGLER SCHOOLS FOR FIRE EQUIPMENT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT WITH FLAGLER SCHOOLS FOR FIRE EQUIPMENT, AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City desires to contribute to the FCSD's Fire Academy at Flagler Palm Coast High School (FPCHS)'s Fire Fighting training program by donating fire equipment to enhance the FPCHS Fire Academy for students; and

**WHEREAS**, the donated equipment may include, but is not limited to, a fire engine, fire hand tools, hoses, nozzles, EKG machine, and EMT/Paramedic supplies; and

**WHEREAS**, the City Council of Palm Coast, desires to enter into an Interlocal Agreement with the FCSD for the above referenced donations.

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

**SECTION 1. APPROVAL OF INTERLOCAL AGREEMENT.** The City Council hereby approves the terms and conditions of an Interlocal Agreement with Flagler County School District to enhance the Fire Fighting training program, as attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 2. AUTHORIZATION TO EXECUTE.** The Mayor is hereby authorized to execute the Interlocal Agreement as depicted in Exhibit "A."

**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 21<sup>st</sup> day of August 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

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

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A – Interlocal Agreement with FCSD for Fire Fighting Training Program

Approved as to form and legality

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

Prepared by:  
Catherine D. Reischmann  
Asst. City Attorney  
111 N. Orange Ave., Suite 2000  
Orlando, FL 32801

Return to:  
City Clerk  
160 Lake Avenue  
Palm Coast, FL 32164

**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF PALM COAST  
AND FLAGLER COUNTY SCHOOL DISTRICT REGARDING FIRE  
EQUIPMENT**

**This INTERLOCAL AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF PALM COAST**, a Florida municipal corporation (“Palm Coast”), whose address is 160 Lake Avenue, Palm Coast, Florida 32164, and **FLAGLER COUNTY SCHOOL DISTRICT** (“FCSD”), whose address is 1759 East Moody Blvd., Bldg. 2, Bunnell, Florida 32110. **PALM COAST** and **FCSD** shall be referred to as the “Parties.”

**WITNESSETH:**

**WHEREAS**, the Parties wish to terminate the Interlocal Agreement which was recorded on August 24, 2016, in O.R. Book 2152, page 440, et seq., Public Records of Flagler County, Florida, and replace it with this Agreement; and

**WHEREAS**, the purpose of this Agreement is for PALM COAST to contribute to the FCSD’s Fire Academy at Flagler Palm Coast High School (FPCHS)’s Fire Fighting training offered to high school students. Students enrolled in this academic program (“Program”) earn industry certifications in CPR, First Responder, Firefighting 1 and Firefighting 2; and

**WHEREAS**, Palm Coast Fire Department has, from time to time, certain equipment which is declared surplus for various reasons, including that it may not meet industry standards for emergency medical services or for fire department use, and it has minimal or no resale value; and

**WHEREAS**, the parties agree that donation of this surplus equipment to the FCSD would enhance the FPCHS Fire Academy; and

**WHEREAS**, this Agreement is authorized pursuant to the provisions of Chapter 166, *Florida Statutes*, and other applicable laws, since the donation is for a public purpose and confers a public benefit.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**SECTION 1. TERM.** This Agreement shall become effective upon the date of execution by all Parties and shall continue until April 30, 2021. This Agreement will automatically renew for a period of one year and each year thereafter, unless a Party gives the other written notice of termination as referenced below.

**SECTION 2. RESPONSIBILITIES OF PALM COAST.**

A. PALM COAST agrees to provide the FCSD with certain firefighting equipment, which PALM COAST has declared surplus, and which will assist FCSD in offering a quality Program. The donated equipment may include, but is not limited to, a fire engine, fire hand tools, hoses, nozzles, EKG machine, and EMT/Paramedic supplies. PALM COAST will transport the equipment to the FPCHS. The parties' responsibilities regarding the Fire Engine are described in Section 4. PALM COAST has no obligation to the FCSD to donate any surplus equipment.

B. PALM COAST makes no agreement, warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for any particular purpose or use of the donated surplus equipment.

C. PALM COAST Fire Department will continue to allow students in the Program to participate in the Department's "Ride Along" program with written approval of the student's parent or guardian.

**SECTION 3. RESPONSIBILITIES OF FCSD.**

A. FCSD shall provide the facilities and instructional and technical support necessary to conduct the Program at FPCHS.

B. FCSD acknowledges that the City is not a manufacturer or dealer of any donated equipment, and that the equipment is being provided "as is" and "with all faults".

**SECTION 4. FIRE ENGINE DONATION.**

A. Any fire engine donated by PALM COAST to FCSD shall be considered only a training prop for the students, since it is not recognized by Florida Bureau of Standards and Training as a designated training engine at the Flagler County Fire Training Center.

B. PALM COAST agrees to inspect and pump test the engine annually and provide FCSD with the results of the inspection and test.

C. Maintenance of the fire engine, to include the motor, power train, chassis and body, power take off (PTO), pump, pump housing and valves, will be the responsibility of the FCSD.

D. If, at any time, FCSD is not able to maintain the fire engine to minimum standards to pass the PALM COAST annual inspections, then FCSD agrees to exercise one of the following two options:

- i. FCSD may request that PALM COAST make the necessary repairs, but FCSD acknowledges that PALM COAST has no obligation to do so, and PALM COAST will decide whether to make the repairs at its sole discretion; or
- ii. FCSD may return the fire engine to PALM COAST.

**SECTION 5. RETURN OF ENGINE AND EQUIPMENT.** If, for any reason, the Program should be canceled or this agreement is terminated by either party, FCSD must return the fire engine, and any other equipment that was donated to the Program, to PALM COAST.

**SECTION 6. INSURANCE.** During the term of this Agreement, the parties shall provide to each other certificates of insurance evidencing comprehensive and general liability insurance coverage in a sum not less than \$1,000,000 Aggregate and \$1,000,000 per occurrence. The parties shall provide written endorsements naming the other Party as an additional insured, and such endorsement shall also state "Such insurance as afforded by this policy shall be primary, and any insurance carried by (FCSD or PALM COAST) shall be excess, and noncontributory." Any and all insurance coverage may be provided by PALM COAST's Self-Insurance program. Coverage shall provide notice to the additional insureds of any change in or limitation of coverage or cancellation of the policy no less than 30 days prior to the effective date of the change, limitation or cancellation.

**SECTION 7. INDEMNIFICATION:**

A. Insofar as permitted by law, FCSD shall assume the defense and hold harmless PALM COAST and any of its officers, agents or employees from any liability, damages, costs or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of FCSD, its officers, agents or employees.

B. Insofar as permitted by law, PALM COAST shall assume the defense and hold harmless FCSD and any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of PALM COAST, its officers, agents or employees.

C. It is the intent of the FCSD and PALM COAST that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each Party shall bear the proportionate cost of any liability, damages, costs or expenses attributable to that Party.

D. FCSD and PALM COAST agree to notify the other Party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. PALM COAST and FCSD further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care or create any legal right for any person not a Party to this Agreement.

E. Neither Party waives its sovereign immunity through this Agreement.

**SECTION 8. NO PARTNERSHIP.** Nothing contained in this Agreement shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint venturers, co-adventurers, or partnership between the PALM COAST and FCSD, and they are and shall remain independent one as to the other.

**SECTION 9. NO THIRD PARTY BENEFICIARIES.** The provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided for herein.

**SECTION 10. TERMINATION.** This Agreement may be terminated without cause by any Party upon 60 days prior written notice to the other Party.

**SECTION 11. NOTICES.** Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective Parties as follows:

**TO FCSD:**

Flagler County School District  
Attn: Kristy Gavin, Legal Counsel  
1759 East Moody Blvd., Bldg. 2  
Bunnell, FL 32110

**TO PALM COAST:**

City of Palm Coast  
Attn: City Manager  
160 Lake Avenue  
Palm Coast, FL 32164

**SECTION 12. MODIFICATION OF AGREEMENT.** This Agreement may only be modified by written agreement of the Parties, adopted with the same formalities as the adoption of this Agreement.

**SECTION 13. SEVERABILITY.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal, or unenforceable.

**SECTION 14. RECORDATION AND EFFECTIVE DATE.** After execution, this Agreement shall be forwarded to the Palm Coast City Clerk for recordation with the Clerk of Court in and for Flagler County, Florida.

**SECTION 15. TERMINATION OF PRIOR INTERLOCAL AGREEMENT.** The Parties hereby acknowledge that the Interlocal Agreement recorded on August 24, 2016, in O.R. Book 2152, Page 440, et seq., is hereby terminated.

**IN WITNESS WHEREOF**, the duly authorized officials of the Parties have made and executed this Agreement on the respective dates indicated below.

**ATTEST:**

**CITY OF PALM COAST, FLORIDA**

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

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

**Approved as to Form**

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

\_\_\_\_\_  
William E. Reischmann, Jr.  
City Attorney

**ATTEST:**

**FLAGLER COUNTY SCHOOL DISTRICT**

\_\_\_\_\_

By: \_\_\_\_\_  
Trevor Tucker, Chairperson of Board

\_\_\_\_\_  
James Tager, Superintendent

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

**Approved as to Form**

\_\_\_\_\_  
Kristy J. Gavin  
School Board Attorney

G:\Docs\Cities\Palm Coast\Agreements\Flagler Co School Dist\Fire Engine Interlocal\Fire engine interlocal 4-19-18.docx



# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 08/21/2018

<b>Department</b>	PLANNING	<b>Amount</b>	
<b>Item Key</b>	3755	<b>Account</b>	
<b>Subject</b>	RESOLUTION 2018-XX APPROVING AMENDMENTS TO THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) LOCAL HOUSING ASSISTANCE PLAN (LHAP)		
<b>Background :</b> <b>UPDATE FROM THE JULY 10, 2018 WORKSHOP</b> This item was heard by City Council at their July 10, 2018 Workshop. There were no changes suggested to this item. However, the proposed new strategies of new single-family residential construction and rental housing development are not included in the updated version of the LHAP due to lack of funding. These strategies may be revisited as part of the next 3-year LHAP. The LHAP was reviewed and approved by the Board of County Commissioners at their August 6, 2018 business meeting.			
<b>ORIGINAL BACKGROUND FROM JULY 10, 2018 WORKSHOP</b> In 1992, the State Legislature passed the Sadowski Affordable Housing Act. This housing program is commonly known as the State Housing Initiatives Partnership or SHIP program. The affordable housing program is funded through documentary tax stamps on recorded deeds and may be used for a variety of affordable housing strategies. In April 2009, the City of Palm Coast and Flagler County entered into an Interlocal Agreement to create a Joint Local Housing Assistance Program. The ILA allows the City and Flagler County to coordinate on housing affordable activities including having Flagler County as the administrator and coordinator of the SHIP program.			
Per SHIP program rules, a recipient program must submit a one-, two-, or three-year Local Housing Assistance Plan (LHAP). An LHAP documents the strategies/activities to be funded with SHIP funds. The SHIP administrator has developed a set of amendments to the LHAP in coordination with the Affordable Housing Advisory Committee (AHAC).			
The proposed amendments are summarized as follows:			
<div><div>✓</div><div>Clarify Waiting List Priorities and Add Essential Services Personnel Category</div></div> <div><div>✓</div><div>Increase Purchase Price Limit for single-family home from \$189,682 to \$200,000</div></div> <div><div>✓</div><div>Add partnerships with St. Johns Housing Partnership and UF IFAS for homebuyer education, credit counseling, and budgeting</div></div> <div><div>✓</div><div>Emphasize Green Building and Sustainability Initiatives with specs</div></div> <div><div>✓</div><div>Describe 20% Special Needs Set-Aside and Efforts to Reduce Homelessness</div></div> <div><div>✓</div><div>Add new strategies for rental development and single-family new construction and tweak existing strategies</div></div> <div><div>✓</div><div>Technical revisions and cleanup</div></div>			
<b>HOUSING STRATEGY</b>	<b>CURRENT</b>	<b>PROPOSED</b>	
Down Payment Assistance	No Short Sale Policy	Add Short Sale Policy	
	Max Award: VLI: \$50,000/LI: \$40,000/MI: \$10,000	Max Award: VLI: \$40,000/LI: \$30,000/MI:\$20,000	
Owner Occupied Rehab	Term: 7/10/13 years	Term: 15 years; Add Short Sale Policy	
Disaster Repair/Mitigation	Deductible only	Add Rental Assistance, Repairs for non-insured homeowners	
	Max Award: \$4,000	Max Award: \$10,000	
Emergency Repair	Assist only on Rehab waiting list	Open to all in need and eligible	33

	Max Award: \$10,000	Max Award: \$15,000	
Rental Assistance	Administered by SHIP staff	Administered by Human Services	
	Max Award: \$5,000	Max Award: \$6,000	
Rental Development (NEW)	None	Sponsor; Award up to \$50,000/\$100,000	
Single Family New Construction (NEW)	None	Sponsor; Award up to \$25,000	
<p>As specified in the City of Palm Coast-Flagler County Interlocal Agreement for Joint Local Housing Assistance Program, the LHAP is approved by the governing bodies of Palm Coast and Flagler County.</p> <p>The draft amendments were reviewed and recommended for approval by the Affordable Housing Advisory Committee (AHAC) on February 13, 2018.</p> <p>Previous City Council action on this item included the approval of the Affordable Housing Incentives Report on October 6, 2015 and approval of the LHAP on February 16, 2016.</p>			
<p><b>Recommended Action:</b> Adopt Resolution 2018-XX approving amendments to the State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (LHAP)</p>			

**RESOLUTION 2018 - \_\_\_\_**  
**SHIP PROGRAM - LOCAL HOUSING ASSISTANCE PLAN (LHAP) AMENDMENTS**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AMENDMENTS TO THE LOCAL HOUSING ASSISTANCE PLAN, AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907 THROUGH 420.9079, FLORIDA STATUTES, AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Palm Coast and Flagler County Board of County Commissioners entered into an Interlocal Agreement for a Joint Local Housing Assistance Program on April 7, 2009; and

**WHEREAS**, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

**WHEREAS**, the State Housing Initiatives Partnership (SHIP) Act, Sections 420.907 through 420.9079, Florida Statutes, and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one to three-year Local Housing Assistance Plan outlining how funds will be used; and

**WHEREAS**, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

**WHEREAS**, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; the methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

**WHEREAS**, the Affordable Housing Advisory Committee (AHAC) has recommended approval of the amendments to the three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

**WHEREAS**, the City Council finds that it is in the best interest of the public to approve the Local Housing Assistance Plan.

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

**SECTION 1. APPROVE AMENDMENTS TO LOCAL HOUSING ASSISTANCE PLAN.** The City Council of the City of Palm Coast hereby approves the amendments to the Local Housing Assistance Plan, as attached hereto and incorporated herein by reference as Exhibit “A.”

**SECTION 2. 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 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 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 adoption by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 17<sup>th</sup> day of July 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Attachments: Exhibit “A” – Amended Local Housing Assistance Plan

Approved as to form and legality

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

SHIP LHAP Template 2009-001  
Revised: 7/2015

Florida Housing  
FINANCIAL CORPORATION



FLAGLER COUNTY

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2016-2017, 2017-2018, and 2018-2019

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<b>G. Rental Assistance</b>	<b>2179</b>
<b>H. Rental Development</b>	<b>1923</b>
<b>I. Single Family New Construction</b>	<b>205</b>
<b>Section III, Incentive Strategies</b>	<b>21</b>
<b>A. Expedited Permitting.</b>	<b>21/29</b>
<b>B. The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing. Ongoing Review Process</b>	<b>21/29</b>
<b>C. Ongoing Review Process. Other Incentive Strategies</b>	<b>22/29</b>
<b>D. The allowance of flexibility in densities for affordable housing.</b>	<b>23/30</b>
<b>E. The reservation of infrastructure capacity for housing for very low income persons, low income persons, and moderate income persons.</b>	<b>24/30</b>
<b>F. The allowance of affordable accessory residential units in residential zoning districts.</b>	<b>25/30</b>
<b>G. The reduction of parking and setback requirements for affordable housing.</b>	<b>25/30</b>
<b>H. The allowance of flexible lot configurations, including zero lot line configurations for affordable housing.</b>	<b>26/31</b>
<b>I. The modification of street requirements for affordable housing.</b>	<b>26/31</b>
<b>J. The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.</b>	<b>27/32</b>
<b>K. The preparation of a printed inventory of locally owned public lands suitable for affordable housing.</b>	<b>28/32</b>
<b>L. The support of development near transportation hubs and major employment centers and mixed-use developments.</b>	<b>28/32</b>
<b>Section IV, Exhibits</b>	<b>33</b>

- |   |  |
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| A. Administrative Budget for each fiscal year covered in the Plan.<br>B. Timeline for Estimated Encumbrance and Expenditure.<br>C. Housing Delivery Goals Chart (HDGC) for each Fiscal Year covered in the plan.<br>D. Signed, LHAP Certification.<br>E. Signed, dated, witnessed or attested adopting resolution.<br>F. Ordinance: (if changed from the original creating ordinance).<br>G. Interlocal Agreement.<br>H. Flagler County Procurement Policy.<br>I. - Flagler County Replacement Home Guidelines.<br>J. -Flagler County Subordination Policy.<br>K. <a href="#">Glossary of Terms/Statute Definitions</a> |  |
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**I. Program Description:**

- A. Name of the participating local government:

Flagler County
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Is there an Interlocal Agreement: Yes   X   No       

If "Yes", name of participating local government(s) in the Interlocal Agreement:

City of Palm Coast

- B. Purpose of the program:
1. To meet the housing needs of the very low, low and moderate income households;
  2. To expand production of and preserve affordable housing; and
  3. To further the housing element of the local government comprehensive plan specific to affordable housing.
- C. Fiscal years covered by the Plan: 2016-2017, 2017-2018 and 2018-2019
- D. Governance:  
 The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code.  
 The SHIP Program does further the housing element of the local government Comprehensive Plan. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.
- E. Local Housing Partnership:  
 Flagler County's SHIP Program encourages building active partnerships between government, lenders, builders and developers, real estate professionals, advocates for low-income persons and community groups. Flagler County partners with [Flagler](#) Habitat for Humanity, the United States Department of Agriculture [Rural Development](#), and [Flagler](#)

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County Housing Authority, Section 8, Mid-Florida Housing Partnership, St. Johns Housing Partnership, and Flagler Housing Partnership.

- F. **Leveraging:**  
The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs such as the Florida Small Cities Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), and Low Income Housing Tax Credit (LIHTC).
- G. **Public Input:**  
Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability (NOFA).
- H. **Advertising and Outreach:**  
SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.
- I. **Waiting List/Priorities:**  
A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time applications were submitted as well as any established funding priorities as described in this plan. Priorities for funding described here apply to all strategies unless otherwise stated in the strategy: The County will accept applications during the advertised "Application Period" which will be 30 days, unless specified differently in the NOFA. From the end of the application period, applicants will have 30 days to submit all required documentation in order to be deemed eligible. Applications will be placed in order of receipt ~~and separated based on strategy applied for~~. When funds are available for a particular strategy, the applicants from the waiting list will be contacted ~~in order as described above~~ to complete/update the application for SHIP assistance. Applicants will be placed in the queue for assistance once they have provided all required documentation and been deemed SHIP eligible.

Once there is a list of eligible applicants, they will be ranked giving first priority to households qualifying as Special Needs households as defined by Section 393.063, Florida Statutes, Section 420.0004(135) Florida Statutes, Section 420.0004(7) Florida Statutes, and Section 401.1451(13) Florida Statutes. These applicants will further be ranked as follows:

1. Special Needs Households
  - a) Very low
  - b) Low
  - c) Moderate



## 2. Essential Services Personnel (ESP)

a) Very Low

b) Low

2-3. After Special Needs Set-asides and ESP goals are met

a) Very Low

b) Low

c) Moderate

J. Discrimination:

In accordance with the provisions of Sections.760.20-760.37, Florida Statutes, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. Support Services and Counseling:

Support services are available from various sources ~~and~~ may include but are not limited to: The county will provide Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, and Foreclosure Counseling, and Financial Coaching and Management through qualified HUD approved agencies. When funding is available the county will contract with HUD certified agencies to provide comprehensive housing counseling and education services to residents in need of affordable housing.

L. Purchase Price Limits:

The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

  X   U.S. Treasury Department

       Local HFA Numbers

The purchase price limit for new and existing homes is shown on the Housing Delivery Goals Chart (Exhibit C, found in Section IV of this Plan).

M. Income Limits, Rent Limits and Affordability:

The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at [www.floridahousing.org](http://www.floridahousing.org).

Affordable means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, Florida Statutes. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30%

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of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. Welfare Transition Program:

Should an eligible sponsor be used, a qualification system and selection criteria for applications for awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. Monitoring and First Right of Refusal:

In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides the same monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$103,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above.

Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. Administrative Budget:

A line-item budget of proposed Administrative Expenditures is attached as Exhibit A. The City of Palm Coast & Flagler County finds that the monies deposited in the local housing assistance trust fund shall be used to administer and implement the local housing assistance plan.

**Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states:**

“A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan.”

**Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states:**

“The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.”

The City of Palm Coast and Flagler County has adopted the above findings in the resolution attached as Exhibit E.

Q. Program Administration:

Administration of the local housing assistance plan will be wholly performed and maintained by Flagler County.

- R. Project Delivery Costs: In addition to the administrative costs listed above, the county will charge a reasonable project delivery cost to cover inspections performed by non-county employees for rehabilitation projects, the recording of mortgages, and Owner & Encumbrance (O & E) reports generated by Title Companies. These fees will be charged to the homeowner as a grant and will not be included in the amount of the recorded mortgage and note. Furthermore, the county will charge a reasonable project delivery cost to cover maintenance/budget classes and underwriting fees provided by Mid-Florida Housing Partnership, St. Johns Housing Partnership, and other HUD-certified housing counseling agencies. These fees will also be charged to the homeowner as a grant and will not be included in the amount of the recorded mortgage and note.
- S. Essential Service Personnel Definition: For the purpose of SHIP funding, the county considers the following groups as Essential Services to our county: First Responders, Educators in K-12, health care personnel, tourism trades personnel, Active Military, and National Guard stationed in the county. Teachers, educators, other school district employees, community college employees, police, sheriff, fire personnel, health care personnel, skilled building trades personnel and government employees.
- T. -Describe efforts to incorporate Green Building and Energy Saving products and processes: Flagler County encourages the incorporation of sustainable, innovative design and energy and water conservation into new construction and rehabilitation projects for ongoing sustainability and affordability. The county will, when economically feasible, employ the following Green Building requirements on rehabilitation, emergency repairs, and new construction:
1. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint);
  2. Low-flow or high-efficiency water fixtures in bathrooms—Florida Water Star qualified or WaterSense labeled products or the following specifications:
    - a. Toilets: dual flush, 1.28 gallons/flush or less,
    - b. Faucets: 1.5 gallons/minute or less,
    - c. Showerheads: 2.0 gallons/minute or less;
  3. Energy Star qualified water heater;
  4. Energy Star qualified refrigerator;
  5. Energy Star qualified dishwasher, if provided;
  6. Energy Star qualified washing machine, if provided in units;
  7. Energy Star qualified exhaust fans in all bathrooms; and
  8. Air conditioning: Minimum SEER of 15. Packaged units are allowed in studios and one bedroom units with a minimum of 11.7 EER.
  9. Attic (ceiling) insulation: Minimum of R-38
  10. Light Emitting Diode (LED) bulbs or Energy Star light bulbs
- In addition, Flagler County has obtained their Green Local Government Designation from the Florida Green Building Coalition. -Flagler County will adhere to the Florida Board Code Provision. Contractors working on SHIP rehabilitation and replacement homes will have to identify

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-from the most current Florida Green Building Coalition (F.G.B.C) checklist (Schedule A, Version 6)

-which items they are complying with.

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The City of Palm Coast adopted Resolution No. 2008-75 in May 2008 which positioned the City with a "Leading by Example" posture. With this resolution and in relation to housing, the City committed to evaluate green development incentives and mandatory land development regulations.

As a result of Resolution 2008-75, the City of Palm Coast adopted the Unified Land Development Code (Ordinance 2008-16), which incorporated fifty-seven green elements into the code. In addition, the City of Palm Coast City Council adopted the Green Development Incentive Program Ordinance (Ordinance No. 2009-22) and Green Incentive Fee Waiver Resolution (Resolution No. 2009-182). The Green Development Incentive Program facilitates a voluntary program that promotes established green certification programs through an incentive-based approach. This Program targets cost reductions as follows: Single-family (\$300), Commercial (\$1,000), and Development (\$2,500). In addition, this Program provides the following incentives: permit review fast tracking, 100% building permit review waiver, one (1) no-cost Florida Green Building Coalition (FGBC) certification review by City staff per Program Participant for new single-family homes, educational workshops for general public and program participants, and promotion of participants and associated projects through City media resources.

U. Describe efforts to meet the 20% Special Needs set-aside: The County will partner with social service agencies serving the designated special needs populations to achieve the goal of the special needs set-aside. The goals will be met through the owner-occupied rehabilitation, emergency repair and rental assistance strategies.

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V. Describe efforts to reduce homelessness: The County works with the local Continuum of Care (CoC) and agencies serving the homeless populations primarily through referrals and rental assistance to place these individuals or families in rental housing for the purpose of providing a stable housing situation for twelve months or more. The County uses SHIP funding to prevent homelessness through the foreclosure prevention and eviction prevention programs and to rehouse homeless households through the rental assistance strategy detailed below in Section II.

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**Section II. LHAP Strategies:**

A.

<u>Purchase-Down Payment Assistance</u> <del>without rehabilitation Strategy</del>	Code <u>1, 2</u>
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- a. Summary of the Strategy: SHIP funds will be awarded for down payment and closing costs to households to purchase a newly constructed or existing home. A newly constructed home must have received a certificate of occupancy within the last twelve months.

Prospective homebuyers must qualify as a First Time Homebuyer under the HUD definition: *An individual who has had no ownership in the principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.,*

- b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019
- c. Income Categories to be served: Very-low, low and moderate
- d. Maximum award:

Commented [RD1]: Must be specific limits

—Very Low: \$~~5~~40,000

Low \$~~4~~30,000

Moderate \$~~4~~20,000

e. Terms:

1. Loan/grant: Funds will be awarded as a deferred subordinate loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Term: 20 years-
4. Forgiveness/Repayment: Should the property be sold during the first ten years of the second mortgage, or the homeowner should refinance the first mortgage to use equity in the home within the first ten years, the entire balance will become due and payable. If a person should sell or refinance the home between years eleven (11) to twenty (20), there will be a reduction of 10% of the principal per year for each year of ownership between years eleven (11) and twenty (20). There will be no forgiveness period between years one (1) to ten (10). [Forgiveness occurs at the end of the loan term provided the homeowner does not default on the loan.](#)
5. Default/Recapture: The loan will be determined to be in default if any of the following occurs: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. Any payoff funds due to the county must be repaid within 180 days.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. Any payoff funds due to the county must be repaid within 180 days.

If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture repayment. [If the home must be sold as a short sale due to a catastrophic event or qualifying hardship \(i.e. loss of employment/income, death of household member, divorce, extended illness or disability\), the short sale policies and procedures governing the first mortgage shall prevail \(i.e. Fannie Mae, Freddie Mac, or FHA short sale guidelines\) and the county will make an effort to recapture funds according to the short sale guidelines. All repayments from this program will be considered program income.](#)

Flagler County reserves the right to buy a property that has a SHIP mortgage at a foreclosure or tax lien sale in order to protect its loan interest.

As per Flagler County Subordination Policy, an applicant may refinance the first mortgage loan to reduce the monthly payment through a lower interest rate and/or shorten the loan payoff period if approved by the Affordable Housing Advisory Committee. The applicant is not allowed any cash out from the refinance.

- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, [Essential Services Personnel](#), and income groups as described in section 4I. (4) of this plan.
- g. Sponsor Selection Criteria and duties, if applicable: N/A
- h. Additional Information: [Applicants must secure a first mortgage through an approved lending institution \(no private owner or seller financing\).](#) A prospective homeowner receiving down payment assistance may receive a monetary amount from a person in the form of a gift. There will not be a maximum limit on the dollar amount the applicant can receive. [Mobile home purchases are not eligible for assistance. Home must be located in Flagler County.](#)
  - ~~1. Flagler County SHIP funds may not be used to purchase manufactured housing/mobile homes, but modular homes okay.~~
  - ~~2. Applicants must contribute a minimum of \$500 for very low income, \$1,000 for low income and \$1,500 for moderate income towards the home purchase. These amounts can include paid out of closing (p.o.c.) amounts on the HUD settlement statement. Examples include: pest inspection, home inspection, real estate taxes, appraisal fees, and sweat equity for Habitat for Humanity applicants. Habitat for Humanity applicants contributes 250 hours per single person or 500 hours per couple of sweat equity in lieu of monetary assistance.~~
  - ~~3. A prospective homeowner is allowed to have a co-signor on their first mortgage.~~
  - ~~4. Applicants cannot take out any other type of lien on the property for the full period of SHIP assistance. The only exceptions are other State or Federal programs in which Flagler County SHIP program will take the subordinate lien position. This also includes Habitat for Humanity.~~
  - ~~5. Flagler County will not subordinate to or allow a Home Equity Loan Mortgage (HELOC) or a Reverse Mortgage.~~
  - ~~6. The SHIP amount shall be subject to 100% repayment under certain conditions (i.e. fraud, deception, etc). Such conditions shall be set forth in the loan documents.~~
  - ~~7. All purchase assistance applicants will be required to attend and complete a credit counseling session and an eight hour homebuyer education class through Mid Florida Housing Partnership, St. Johns Housing Partnership, or a HUD-certified housing counseling agency. Class certificates will become~~

~~invalid after two years from the date of the classes. Applicants must contractually agree to all SHIP program guidelines, and repayment provisions.~~

- ~~8. Applicants must secure a first mortgage by an approved lender, or Habitat for Humanity before submitting an application.~~
- ~~9. SHIP applicants shall not be eligible to reapply for SHIP assistance in the same category if funds were previously awarded to the applicant.~~
- ~~10. SHIP recipients may not receive SHIP assistance more than twice for the same property.~~
- ~~11. If there is a waiting list, a person on the waiting list who has not had any previous funding will always take precedence over an applicant who has had previous SHIP funding.~~
- ~~12. Homes with swimming pools cannot be purchased using SHIP funds.~~

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B.

Owner Occupied Rehabilitation Strategy	Code 3
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- a. Summary of the Strategy: SHIP funds will be awarded to households in need of repairs to correct code violations, health and safety issues, accessibility, electrical, plumbing, roofing, windows and other structural items. Cosmetic items may be included on rehabilitation projects if funds are available after completing all required repairs listed above.
- b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019
- c. Income Categories to be served: Very-low, low
- d. Maximum award: \$35,000.~~00~~  
 If bids received exceed the maximum award amount any non-essential unnecessary items will be removed from the bid to keep the total cost under the maximum amount, unless homeowner has sufficient resources and chooses to pay for additional repairs.
- e. Terms
  1. Loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
  2. Interest rate: 0%.
  3. Term: 7/10/1315 years. ~~If the cost of rehabilitation (including all costs) does not exceed \$10,000.00, the recapture period will be 7 years. If the cost of rehabilitation (including all costs) is more than \$10,000.00 but does not exceed \$20,000.00, the recapture period will be 10 years. If cost of rehabilitation (including all costs) is more than \$20,000 but does not exceed~~



~~\$35,000.00, the recapture period will be 13 years.~~

4. Forgiveness/Repayment: Should the property be sold during the first five years of the second mortgage, or the homeowner should refinance the first mortgage to use equity in the home within the first five years, the entire balance will become due and payable. If a person should sell or refinance the home between years six (6) to fifteen (15), there will be a reduction of 10% of the principal per year for each year of ownership between years six (6) and fifteen (15). There will be no forgiveness period between years one (1) to five (5). Forgiveness occurs at the end of the loan term provided the homeowner does not default on the loan.
5. Default/Recapture: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur the outstanding balance will be due and payable. Any payoff funds due to the county must be repaid within 180 days.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. Any payoff funds due to the county must be repaid within 180 days.

If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture repayment. If the home must be sold as a short sale due to a catastrophic event or qualifying hardship (i.e. loss of employment/income, death of household member, divorce, extended illness or disability), the short sale policies and procedures governing the first mortgage shall prevail (i.e. Fannie Mae, Freddie Mac, or FHA short sale guidelines) and the county will make an effort to recapture funds according to the short sale guidelines. All repayments from this program will be considered program income.

Flagler County reserves the right to buy a property that has a SHIP mortgage at a foreclosure or tax lien sale in order to protect its loan interest.

As per Flagler County Subordination Policy, an applicant may refinance the first mortgage loan to reduce the monthly payment through a lower interest rate and/or shorten the loan payoff-period if approved by the Affordable Housing Advisory Committee. The applicant is not allowed any cash out from the refinance.

- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel, and income groups as described in section ~~4I.4~~ of this plan.

- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: The SHIP Office will follow the Flagler County Purchasing Procurement Policy for selecting contractors. Mobile homes are not eligible for assistance except through the demolition/reconstruction strategy. Home must be located in Flagler County.
- ~~1. The Flagler County SHIP program will continue to work with the Community Action Agency through the weatherization program whenever possible. SHIP contractors working on rehabilitation homes will have to identify from the Florida Green Building Coalition, Green Home Certification checklist, Schedule A, Version 6.00 as to which items they are complying with. If the County determines that a unit needs major rehabilitation, the County may qualify the homeowner for the Replacement Housing Strategy depending upon the availability of funding.~~
  - ~~2. Flagler County will not repair manufactured or mobile homes.~~
  - ~~3. Flagler County will not take any lien position with a Home Equity Loan mortgage (HELOC) or a Reverse Mortgage.~~
  - ~~4. Applicants cannot take out any other type of lien on the property for the full period of SHIP assistance. The only exceptions are other State or Federal programs in which the SHIP program will take the subordinate lien position. This also includes Habitat for Humanity.~~
  - ~~5. Flagler County SHIP program will take third place. This also includes Habitat for Humanity.~~
  - ~~6. The SHIP amount shall be subject to 100% repayment under certain conditions (i.e. fraud, deception, etc). Such conditions shall be set forth in the loan documents.~~
  - ~~7. Mortgage payments on the first mortgage must be current for any rehabilitation.~~
  - ~~8. The applicant must be the homeowner and the deed must be in the homeowner's name. Life estates/trusts are acceptable.~~
  - ~~9. The home to be repaired must be located in Flagler County.~~
  - ~~10. Home must have been occupied by the owner/applicant for the past 2 years and at the time of the application.~~
  - ~~11. The home must be covered by homeowners insurance before assistance and during the term of the SHIP mortgage and note. The only exception to this is if an insurance company will not insure the existing home prior to assistance and on condition that the home is insured after the assistance. **Any additional exception would have to be approved by the Affordable Housing Advisory Committee (AHAC) and the Board of County Commissioners (BCC).**~~
  - ~~12. The Flagler County SHIP program is to be included on the homeowner's insurance declarations page for notification of cancellation of insurance.~~
  - ~~13. The applicant must not be delinquent on any real property tax owed to Flagler County.~~
  - ~~14. SHIP applicants shall not be eligible to reapply for SHIP assistance in the same category if funds were previously awarded to the applicant.~~

- ~~15. SHIP recipients may not receive SHIP assistance more than twice for the same property.~~
- ~~16. If there is a waiting list, a person on the waiting list who has not had any previous funding will always take precedence over an applicant who has had previous SHIP funding.~~
- ~~17.1. All Rehabilitation home applicants will be required to attend and complete a budget counseling and home maintenance class with Mid-Florida Housing Partnership, St. Johns Housing Partnership, or a HUD-certified housing counseling agency at the commencement of the application process.~~

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**Demolition/Reconstruction Strategy****Code 4**

- a. Summary of the Strategy: SHIP funds will be awarded to applicants whose property ~~has hidden damage that was~~ is beyond repair as identified during a residential inspection by a licensed inspector, and the property will not qualify for rehabilitation and must be replaced. This includes mobile/manufactured homes. To be eligible, cost of rehabilitation of a conventionally constructed housing unit must exceed eighty percent (80%) of the cost of new construction. Cost of rehabilitation of a mobile/manufactured home must exceed fifty percent (50%) of the cost of a newly installed unit. The criteria for the demolition and replacement of a home is to correct health and safety issues and to correct code violations.
- b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019
- c. Income Categories to be served: Very-low, low
- d. Maximum award: \$125,000 ~~89,682. If the cost of the replacement home should exceed \$158,000 but be less than the maximum purchase price for a new or existing home of \$189,682 for Flagler County, the approval of the Board of County Commissioners must be obtained for Replacement Housing candidates. If the cost of the Replacement home is less than \$158,000 additional Board of County Commissioner approval is not required.~~
- e. Terms
  1. Loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
  2. Interest Rate: 0%
  3. Term: 30 years
  4. Forgiveness/Repayment: Should the property be sold during the first ten years of the second mortgage, or the homeowner should refinance the first mortgage to use equity in home within the first ten years, the full loan will become due and

payable. If a person should refinance or sell the home between year eleven (11) and year thirty (30), there will be a reduction of 5% of the principal per year for each year of ownership ~~between year eleven (11) and year thirty (30)~~. There will be no forgiveness period of the principal between year one (1) and year ten (10). The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. Any payoff funds due to the county must be paid back within 180 days.

5. In cases where the qualifying homeowner(s) dies(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. Any payoff funds due to the county must be paid back within 180 days.

If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture repayment. If the home must be sold as a short sale due to a catastrophic event or qualifying hardship (i.e. loss of employment/income, death of household member, divorce, extended illness or disability), the short sale policies and procedures governing the first mortgage shall prevail (i.e. Fannie Mae, Freddie Mac, or FHA short sale guidelines) and the county will make an effort to recapture funds according to the short sale guidelines. All repayments from this program will be considered program income.

Flagler County reserves the right to buy a property that has a SHIP mortgage at a foreclosure or tax lien sale in order to protect its loan interest.

As per Flagler County Subordination Policy, an applicant may refinance the first mortgage loan to reduce the monthly payment through a lower interest rate and/or shorten the loan payoff period. If approved by the Affordable Housing Advisory Committee, the applicant is not allowed any cash out from the refinance.

- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel, and income groups as described in section 1. (1) of this plan.

In addition, selection shall be in accordance with the Flagler County Housing Replacement Guidelines and also in accordance with state SHIP rules, regulations, and HUD standards by family size. The Flagler County Board of County Commissioners adopted the Flagler County Housing Replacement Guidelines September 2, 1997 with amendments thereafter. These guidelines set forth eligibility requirements such as selection criteria, size of units and associated maximum unit costs. Owner-occupied dilapidated properties in Flagler County are eligible. Applicants living in areas targeted in either the Flagler County Comprehensive Plan or the Comprehensive Plans of any of the Municipalities within Flagler County as

areas of distressed housing shall be given priority over applicants living in other areas of the county.

- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: The SHIP Office will follow the Flagler County Purchasing Procurement Policy for selecting contractors. Home must be located in Flagler County.

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- ~~1. Contractors will have to identify from the Florida Green Building Coalition, Green Home Certification checklist, Schedule A, Version 6.00 as to which items they are complying with.~~
- ~~2. Applicants cannot take out any other type of lien on the property for the full period of SHIP assistance. The only exceptions are other State or Federal programs in which Flagler County SHIP program will take third place. This also includes Habitat for Humanity.~~
- ~~3. Flagler County will not take any lien position with a Home Equity Loan mortgage (HELOC) or a Reverse Mortgage.~~
- ~~4. The SHIP amount shall be subject to 100% repayment under certain conditions (i.e. fraud, deception, etc). Such conditions shall be set forth in the loan documents.~~
- ~~5. The home must be located in Flagler County.~~
- ~~6. The applicant must be the homeowner and the deed must be in the homeowner's name.~~
- ~~7. The applicant must not be delinquent on any real property tax owed to Flagler County.~~
- ~~8. Home must have been occupied by the owner/applicant for the past 3 years and at the time of the application.~~
- ~~9. Home must be covered by homeowners insurance before assistance and during the term of the SHIP mortgage assistance. The Flagler County SHIP program is to be included on the homeowner's insurance declarations page for notification of cancellation of insurance. The only exception to this is if an insurance company will not insure the existing home prior to assistance and on condition that the home is insured after assistance.~~
- ~~10. Owner must produce current utility bills for the property at the time of the application.~~
- ~~11. The homeowner must reside in the home year round as indicated by homestead exemption.~~
- ~~12. SHIP applicants shall not be eligible to reapply for SHIP assistance in the same category if funds were previously awarded to the applicant.~~
- ~~13. SHIP recipients may not receive SHIP assistance more than twice for the same property.~~
- ~~14. If there is a waiting list, a person on the waiting list who has not had any previous funding will always take precedence over an applicant who has had previous SHIP funding.~~
- ~~15. Mortgage payments on the home's first mortgage must be current.~~
- ~~16. All Replacement Home applicants will be required to attend and complete a budget counseling and home maintenance class at the commencement of the~~

~~application process with Mid-Florida Housing Partnership, St. Johns Housing Partnership, or a HUD-certified housing counseling agency.~~  
~~17. Flagler County will not pay relocation costs.~~

D.

Disaster Repair/Mitigation <del>Strategy</del>	Code 5, <u>13, 27</u>
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- a. Summary of the Strategy: Funds will be awarded to applicants in need of short-term rental assistance or home repairs directly caused by a disaster that is declared by an Executive Order of the President or Governor. Repairs will be prioritized as follow:

1. Immediate threats to health and life safety (well, sewer, damaged windows, roofing) in cases where the home is still habitable.
2. Imminent residual damage to the home (such as damage caused by a leaking roof) in cases where the home is still habitable.
3. Repairs necessary to make the home habitable.
4. Repairs to mitigate dangerous situations (exposed wires)

In addition, SHIP disaster funds may be used for items such as, but not limited to:

- a. Purchase of emergency supplies for eligible households to weatherproof damaged homes;
- b. Construction of wells or repair of existing wells where public water is not available;
- c. Payment of insurance deductibles for rehabilitation of homes covered under homeowner's insurance policies;
- d. Security deposit, rental assistance for the duration of the Executive Order for eligible recipients that have been displaced from their homes due to damage from the declared disaster;
- e. Repairs necessary to make the home habitable for non-insured homeowners;
- 4-f. Other activities as proposed by the county and approved by Florida Housing.

~~Funds may also be used for payment of insurance deductibles for rehabilitation of homes covered under homeowner's insurance policies. The amount paid will be either cost of repair or amount of insurance deductible—whichever is the lesser amount.~~

- b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019
- c. Income Categories to be served: Very-low, low, moderate.
- d. Maximum award: ~~\$410,000.00~~ \$410,000.00
- e. Terms:
  1. Loan/grant: Funds will be awarded as a grant with no recapture terms.

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2. Interest Rate: 0%
3. Forgiveness/Repayment: N/A
4. Default/Recapture: N/A

f. Recipient Selection Criteria: Applicants will be assisted on a first-qualified, first-served basis with priority to seniors (62+ years old), special needs, and very low- and low income households. In addition, applicants must:

1. Provide proof of homeowner's insurance

2. File for and use proceeds from insurance as first option

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g. Sponsor/Developer Selection Criteria: N/A

h. Additional Information: Funds for disaster mitigation will only be allocated from unencumbered funds or additional funds awarded through Florida Housing Finance Corporation for the disaster. Mobile homes are not eligible for repair assistance. Home must be located in Flagler County.

~~1. SHHP applicants shall not be eligible to reapply for SHHP assistance in the same category if funds were previously awarded to the applicant.~~

~~2. SHHP recipients may not receive SHHP assistance more than twice for the same property.~~

~~3. If there is a waiting list, a person on the waiting list who has not had any previous funding will always take precedence over an applicant who has had previous SHHP funding.~~

~~4. Must provide proof of homeowner's insurance.~~

E.

Emergency Repair Strategy	Code 6
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- a. Summary of the Strategy: Funds will be awarded to applicants in need of rehabilitation of their home related to a dire situation that needs to be mitigated immediately. This includes: damaged roofing that is leaking, damaged windows causing exposure to the elements, or electrical or plumbing problems that could cause damage (fire) to the home or is an immediate health hazard to the occupants. ~~This strategy will only be used for an applicant who has applied for, but will not receive assistance through the owner-occupied rehabilitation strategy within the next three months.~~ When an applicant who is on the rehabilitation strategy waiting list is assisted with emergency repairs, they will not lose their place on the rehabilitation waiting list. However, the amount of funds expended for the emergency repairs will be counted towards the maximum award if the applicant received subsequent assistance through the rehabilitation strategy. Funds may also be awarded to pay insurance deductibles for any emergency repairs covered by the homeowner's insurance policy.

- b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019
- c. Income Categories to be served: Very-low, low
- d. Maximum award: \$159,000
- e. Terms:
  - 1. Loan/grant: Funds will be awarded as a forgivable loan secured by a recorded subordinate mortgage and note.
  - 2. Interest Rate: 0%
  - 3. Term: 5 years
  - 4. Forgiveness/Repayment: The loan will be forgiven on a prorated basis so that 20% is forgiven annually.
  - 5. Default/Recapture: The loan will be determined to be in default if any of the following occurs: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.
- 6. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. Any payoff funds due to the county must be paid back within 180 days.

If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture repayment. If the home must be sold as a short sale due to a catastrophic event or qualifying hardship (i.e. loss of employment/income, death of household member, divorce, extended illness or disability), the short sale policies and procedures governing the first mortgage shall prevail (i.e. Fannie Mae, Freddie Mac, or FHA short sale guidelines) and the county will make an effort to recapture funds according to the short sale guidelines. All repayments from this program will be considered program income.

Flagler County reserves the right to buy a property that has a SHIP mortgage at a foreclosure or tax lien sale in order to protect its loan interest.

An applicant may refinance the first mortgage loan to reduce the monthly payment through a lower interest rate and/or shorten the loan payoff period. If approved by the Affordable Housing Advisory Committee, the applicant is not allowed any cash out from the refinance.



- f. Recipient Selection Criteria: Applicants will be selected on a first-qualified, first-served basis.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Mobile homes are not eligible for assistance. Home must be located in Flagler County. An applicant requesting an emergency repair will be required to:
  - 1. Allow the rehabilitation specialist to access the home for an inspection to determine the need for repair.
  - 2. Provide proof of homeowner's insurance policy and any proof whether or not the insurance will cover any part of the repair.
  - ~~3. SHIP recipients may not receive SHIP assistance more than twice for the same property.~~
  - ~~4. If there is waiting list, a person on the waiting list who has not had any previous funding will always take precedence over an applicant who has had previous funding.~~
  - ~~5.3. The homeowner must have resided in the property for at least two years.~~

F.

<b>Foreclosure Prevention</b>	<b>Code 7</b>
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- a. Summary of the Strategy: Funds will be awarded to homeowners that are in arrears on their first mortgage. The arrearage must be at least three months, but no more than six months and cannot be under an active foreclosure action.
- b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019
- c. Income Categories to be served: Very-low, low and moderate
- d. Maximum award: \$4,000-~~00~~
- e. Terms:
  - 1. Loan/grant: Funds will be awarded as a grant.
  - 2. Interest Rate: N/A
  - 3. Forgiveness/Repayment: N/A
  - 4. Default/Recapture: N/A
- f. Recipient Selection Criteria: In addition to being selected on a first-qualified, first-served basis, applicants must:
  - 1. Provide proof on the arrearage in the form of notification from the mortgage holder. This cannot be from a private mortgage holder.

2. Provide evidence of a hardship that caused the arrearage ~~(i.e. loss of employment/income, death of household member, divorce, extended illness or disability)~~ (health issue, loss of employment/income, death of household member, divorce, emergency home repair or car repair).
3. Provide a written statement as evidence of the ability to resume making payments after the assistance is used which includes an explanation of how the hardship has been overcome and an indication of the budget plan that will allow for resumption of payments.
4. Receive counseling from a HUD approved agency trained in foreclosure counseling as assigned by the county housing staff. The counseling agency must sign off on the budget plan.

g. Sponsor/Developer Selection Criteria: N/A

h. Additional Information: -Mobile homes are not eligible for assistance. Home must be located in Flagler County. Applicants may be required to apply to other foreclosure assistance programs (Hardest Hit Fund, Foreclosure Counseling Program) for assistance prior to being approved for assistance under this strategy.

- ~~1. SHIP Applicants shall not be eligible to reapply for SHIP assistance in the same category if funds were previously awarded to the applicant.~~
- ~~2. SHIP recipients may not receive financial assistance more than twice for the same property.~~
- ~~3.1. SHIP Applicants shall not be eligible to reapply for SHIP assistance in the same category if funds were previously awarded to the applicant.~~

G.

Rapid Re-housing Rental Assistance Strategy	Code <u>13, 23, 26</u>	Formatted Table
<p>a. <del>a. Summary of the Strategy: The Rapid Rehousing Strategy is created to assist individuals or families who require temporary rental assistance in order to avoid homelessness as per Section 420.621 (5) Florida Statutes. The assistance is limited to a maximum of 3 months rental assistance including security deposits. SHIP funds will be awarded to renters that are in need of rent payments to assist with obtaining a lease on a rental unit and qualify under Section 420.9072 (7)(b), F.S. This may include utility deposits, security deposits, rent payments equal to no more than twelve months' rent, and rent payments in arrears limited to six months' rent.</del></p> <p>b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019</p> <p>c. Income Categories to be served: Very-low, low.</p> <p>d. Maximum award: <u>Rent Assistance: \$65,000</u> <u>Eviction Prevention Assistance: \$3,000</u></p> <p>e. Terms:</p>		<p><b>Formatted:</b> Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.5"</p> <p><b>Commented [RR3]:</b> I noticed this subsection expired July 1, 2017. Should I reference permanent statute, if any?</p> <p><b>Formatted:</b> Highlight</p> <p><b>Formatted:</b> Indent: First line: 0"</p> <p><b>Formatted:</b> Highlight</p> <p><b>Formatted:</b> Indent: Left: 2.5"</p>

1. Loan/grant: Funds will be awarded as a grant.
  2. Interest Rate: N/A
  3. Term: N/A
  4. Forgiveness/Repayment: N/A
  5. Default/Recapture: N/A
- f. Recipient Selection Criteria: Applicants will be referred by a lead or social service agency and be assisted based on priority level of need as evidenced by an assessment tool utilized by staff for each applicant a first qualified, first served basis. Individuals or families ~~(with preference given to Veteran's)~~ must either be homeless or at high risk of losing housing. ~~In addition, the household must not have sufficient available resources to obtain or support existing housing, no other sources of assistance have been identified and the household lacks an existing support network to provide housing assistance.~~
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Mobile homes are not eligible for assistance. Home must be located in Flagler County. Case management will be provided by Flagler County Social Services Department or referred to community social service agencies as needed. In addition:
1. A formal lease agreement must be executed by landlord and tenant~~The lease must be at least twelve months.~~
  2. Assistance will be provided directly to the housing provider as part of a lease agreement.
  3. ~~Recipients of assistance~~Applicants must go through an assessment provided by staff to determine likelihood of housing sustainability and stabilization once assistance period runs out.
  4. Recipients of other ongoing rental assistance (such as Housing Choice Voucher (formerly Section 8) may only be considered eligible for security deposits~~are not permitted under the SHIP program.~~
  5. ~~Assistance will be limited to a one time grant not to exceed \$65,000 per household~~

H.

<u>Rental Development</u>	<u>Code 14, 21</u>
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**a. Summary of Strategy:** SHIP funds will be awarded to developers of affordable rental units that are awarded construction financing through other state or federal housing programs to construct or rehabilitate affordable rental units. This funding is intended to be used as gap financing required for the project.

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**b. Fiscal Years Covered:** 2016-2017, 2017-2018, 2018-2019 and 2019-2020

**c. Income Categories to be served:** Very Low, Low, and Moderate

**d. Maximum award:** For total development: \$50,000 for developments over 50 units; \$100,000 for developments with 50 units or less that include Special Needs (as defined by Section 420.0004(13) Florida Statutes) units

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**e. Terms:**

**1. Repayment loan/deferred loan/grant:** For for-profit developers, funds will be awarded as a loan secured by a recorded subordinate mortgage and note. For non-profit developers, funds will be awarded as a forgivable loan secured by a recorded subordinate mortgage and note.

**2. Interest Rate:** 0%

**3. Years in loan term:** 15 years

**4. Forgiveness:** Non-profits, the loan is forgiven on a prorated basis beginning in year six so that 10% of the loan is forgiven annually from years six (6) through fifteen (15).

**5. Repayment:** For-profits, the loan is due and payable at the end of the term unless the county negotiates an extended loan term to secure affordable rental units in the best interest of the county's residents.

**6. Default:** For all awards, a default will be determined as: sale, transfer, or conveyance of property; conversion to another use; failure to maintain standards for compliance as required by any of the funding sources. If any of these occur, the outstanding balance will be due and payable.

**f. Recipient Selection Criteria:** All applicants for residence in a SHIP-assisted unit must meet income qualifications of the program as determined and reported by the developer or developer's management company for the development.

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**g. Sponsor/Developer Selection Criteria:** Developers will apply to the County through an RFQ process that is open year round. The RFQ will require proof of developer experience in providing affordable rental housing, proof of financial capacity, evidence of site control (or contract for sale), proof of ability to proceed once all funding is closed, and a housing unit design plan that meets with the County's housing element in the Comprehensive Plan.

The County reserves the right to select developments that meet all the above requirements and:

1. Are in areas of immediate need due to lack of available units.
2. Propose to preserve and improve existing units.

All funding awards will be subject to closing on other funding sources.

**h. Additional Information:** Developers will be required to meet compliance reporting requirements on the development necessary to meet the statutory requirements for monitoring of SHIP rental units. Development must be located in Flagler County.

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I. *Single-Family New Construction*

Codes 8, 10

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a. Summary of Strategy: Funds will be awarded to builders and developers of affordable single-family homes to help offset the upfront cost of infrastructure, permitting fees, impact fees and other development costs associated with construction. The subsidy amount must be passed on to the homebuyer through the purchase and sales agreement by way of seller credit, principal loan reduction, or county-approved method that will benefit the homeowner.

b. Fiscal Years Covered: 2017-2018, 2018-2019

c. Income Categories to be served: Very-low, low and moderate

d. Maximum award: \$25,000 per unit

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e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a forgivable loan secured by a recorded subordinate mortgage and note.

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2. Interest Rate: 0%

3. Years in loan term: Developer: 6 months after Certificate of Occupancy issuance  
Homebuyer: 10 years

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4. Forgiveness: Developer: The loan is forgiven upon verification the subsidy was passed to the homebuyer during the sale of the home to an eligible buyer.

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Homebuyer: The loan is forgiven on a prorated basis so that 10% of the principal loan is forgiven annually.

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5. Repayment: Developer: The loan is due and payable at the end of the term unless home is sold to an eligible buyer and loan is forgiven.

Homebuyer: Not required as long as loan is in good standing.

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6. Default: For developer, a default will be determined as: failure to build and sell home to an eligible buyer; conversion to another use; failure to maintain standards for compliance as required. If any of these occur, the outstanding balance will be due and payable. For homebuyer, the default/recapture provisions in the Down Payment Assistance strategy will apply to the subsidy amount.

f. Recipient Selection Criteria: All applicants for residence in a SHIP-assisted unit must meet income qualifications of the program as determined and reported by the developer or developer's management company for the development.

g. Sponsor/Developer Selection Criteria: Developers will apply to the county through an RFO process that is open year round. The RFO will require proof of developer experience in providing affordable homeownership, proof of financial capacity, evidence of site control (or contract for sale), proof of ability to proceed once all funding is closed, and a housing unit design plan that meets with the county's housing element in the Comprehensive Plan.

The county reserves the right to select developments that are meet all the above requirements and:

1. Are in areas of immediate need due to lack of available units.
2. Propose to preserve and improve existing units.

All funding awards will be subject to closing on other funding sources.

h. Additional Information: When the home is sold to a qualified, eligible homebuyer as determined and approved by the county within six (6) months after the Certificate of Occupancy is issued, Developer and title agent shall coordinate loan closing with lender and closing agent to ensure the transfer of title from developer to homebuyer and to ensure the new construction subsidy is stated as a credit on the TRID (Truth-in-Lending Act [TILA] Real Estate Settlement and Procedures Act [RESPA] Integrated Disclosures), which reflects the new construction funding. The homebuyer may also receive Down Payment Assistance if eligible. Home must be located in Flagler County.

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### III. LHAP INCENTIVE STRATEGIES FLAGLER COUNTY

Section 420.9071(16), F.S. Approved October 5, 2015 until December 31, 2018

#### A. Name of the Strategy: Expedited Permitting

**The processing of approvals of development orders or permits, as defined in s.163.3164(15) and (16) for affordable housing projects is expedited to a greater degree than other projects.**

In Flagler County, permits for affordable housing projects are expedited to a greater degree than other projects by standard custom and practice. All rehabilitation and replacement home construction projects were processed through the expedited permit strategy. At this time, the County's Housing Element of the Comprehensive Plan does not include any specific policies that pertain to expedited permitting; however, both Policies C.1.1.3 and C.1.1.4 foster the County's current practice to expedite affordable housing permits:

Policy C.1.1.4: Flagler County shall continue to use its Affordable Housing Advisory Committee to assess very low, low and moderate income housing needs and recommend programs that could be instituted to facilitate the implementation of the County's Housing Goals, Objectives and Policies.

Affordable housing projects will be processed in the next available Planning Board or Board of County Commissioners meetings regardless of the application closing date, provided the applications meet the legal notice requirements.

Affordable housing projects will be approved as priority projects. The affordable housing projects will be moved to the front of the agenda at the County Technical Review Committee and Planning Board meetings. Processing the affordable housing projects at the next available Planning Board or Board of County Commissioner meetings regardless of application closing dates will result in a reduction of five to fifteen days of time. This time reduction will result in measurable savings of project cost and interest.

#### B. The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

Impact fees and utility capacity charges are needed to provide revenue for constructing capacity producing capital improvements necessary to accommodate growth. Overall, this impact fee revenue partially funds construction of major roadways, libraries, schools, parks, correctional facilities, fire/EMS facilities, law enforcement facilities, and public buildings. Because these fees are based on fair share payments by the people benefiting from the capital improvements, impact fees and utility capacity charges cannot be waived or reduced for any individual group or category of construction. On the other hand, these fees increase the cost of housing and put a burden on the production of affordable housing projects. To lessen the impact on affordable housing projects, the cost of impact fees may be paid by other funding sources.

Flagler County presently has an exemption for low-income housing from educational facilities impact fees (excerpted below from Section 17-142 (c), Flagler County Code of Ordinances.

- (1) Dwelling units constructed or mobile homes installed for low- income and very low-income residents shall be exempt from the educational facilities impact fees.

- (2) As a condition of the exemption, the owner must agree to execute and record a lien against the property for a period of ten (10) years guaranteeing that the proposed dwelling unit will continue to be used for low-income and very low-income residents. The lien against the property shall be subject only to the lien for general taxes. In the event that the unit is no longer used for low-income or very low-income housing, then the county can compel the owner to pay the impact fee amount plus interest from which the owner or any prior owner was exempt. The interest rate is the prevailing interest rate applied against the original, exempted educational facilities impact fee amount at the time that the "unit is no longer used for low-income or very low-income housing". The interest rate would be applied to the principal (the educational facilities impact fee amount) for the number of years (prior to the tolling of the ten (10) year period of the exemption) that the educational facilities impact fee exemption was claimed. The lien shall run with the land and apply to subsequent owners for a period of ten (10) years.
- (3) Any claim for an exemption must be made no later than the time of application for a building permit or a permit for a residential mobile home installation. Any claim not so made shall be deemed waived.
- (4) The county administrator shall be authorized to determine whether a particular dwelling unit falls within the exemption for low-income or very low-income housing pursuant to the provisions of this section. Determinations of the county administrator shall be subject to the appeals procedures set forth in section 17-147 below. (Ord. No. 04-20, § 13, 12-6-04)

Flagler County recently suspended the imposition of Transportation Impact Fees. Suspending or waiving impact fees does not eliminate the cost of the infrastructure that the impact fees are designed to pay for. Either new development or existing residents must pay the cost of needed infrastructure improvements. If new development, which puts additional demand on county facilities and services, does not pay its fair share of infrastructure cost through impact fees, then existing residents will have to pay those costs through higher fees or taxes.

Flagler County will modify impact fee requirements, including reduction of fees and alternative methods of fee payment for affordable housing from special funding sources.

**C. Ongoing Review Process.**

There is an ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Prior to the adoption of new land development regulations, the Planning and Development Board will review new regulations for consistency with the adopted Comprehensive Plan. The Long Range Planning Board and/or the County Housing Task Force will be used to review all policies.

Policy C.1.1.3: Continue to review ordinances, codes, and regulations and the permitting process for the purpose of eliminating excessive requirements, and amending or adding other requirements in order to increase private sector participation in meeting the housing needs,



while continuing to ensure the health, welfare and safety of the residents. The health, safety, and general welfare of the County's residents is preserved through the implementation of zoning and land development regulations. As a policy in the County's adopted Comprehensive Plan, Housing Element Policy C.1.1.3 as cited is implemented through the County's Land Development Code. The policy calls for a continuing review of "ordinance, codes, and regulations and the permitting process"; this is being achieved through the work of the Planning and Development Board and the Affordable Housing Advisory Committee, including other ad hoc committees as may be created by the Board of County Commissioners from time to time to accomplish this task.

**D. The allowance of flexibility in densities for affordable housing.**

Within Flagler County, the future land use map and zoning district designations establish a maximum density or intensity for all properties. Overall, density is an important factor in forming the character of a community and the preferred lifestyle of its residents. While higher densities may result in lower housing costs, higher across the board densities do not always translate into lower housing prices. Consequently, the preferred method for reducing housing costs through increased density is to provide affordable housing density bonuses associated with affordable housing projects. Currently, Housing Element Policy C.1.1.2 and the Article III, Section 3.09.02 Flagler County Land Development Code (LDC). Provide affordable housing projects up to an estimated 11% density bonus over the maximum density established by the underlying land use designation.

Currently, Housing Element Policy C.1.1.2 and Article III, Section 3.03.09.02(D)-(2) of the LDC provide for affordable housing density bonuses:

Policy C.1.1.2: Flagler County shall continue to encourage the private sector to provide affordable housing for very-low, low and moderate income families through the use of the Housing Density Bonus System.

The County's Affordable Housing Density Bonus Provisions are codified in Section 3.03.09.02(D)-(2) of the LDC, as follows:

2. Maximum density – Nine (9) units per acre with an affordable multifamily density bonus of an additional one (1) unit per acre for a total of ten (10) units per acre. The affordable multifamily density bonus is awarded provided the following criteria are met:

a. Definitions:

*Affordable multifamily unit:* A multifamily unit which is available to a household earning one hundred (100) percent or less of the county's median income, adjusted for family size, which can be rented or purchased in the market without spending more than thirty (30) percent of its income.

*Land Use restriction agreement:* A deed restriction which establishes the responsibilities of the developer and his successors.

*Low income household:* A household in the county which earns less than eighty (80) percent

of the county's median income, adjusted for family size.

*Moderate income household:* A household in the county which earns eighty (80) to one hundred (100) percent of the county's median income, adjusted for family size.

- b. At least ten (10) percent of the project's units must be designed as affordable multifamily units for low and moderate income households. A maximum of thirty (30) percent of the project's units may be designated as affordable housing for low income households and a maximum of thirty (30) percent of the project's units may be designated for moderate income households. A minimum of forty (40) percent of the units must remain market rate units.
- c. The maximum percentages listed above for low to moderate income units may not be exceeded for a minimum of a fifteen-year period. To insure compliance with this provision, the property owner shall execute a land use restriction agreement with the county, which specifies the low to moderate income occupancy requirements for the property, including the number of rental units which will be subject to affordability provisions, the rent limits, the income limits proposed, and the affordability period. The land use restriction agreement shall require the developer and his successors to submit an annual report to the county for the purpose of monitoring compliance with the agreement.

The allowance of an up to 11% density bonus for affordable housing projects provides for the development of affordable housing projects with higher densities and/or higher yields. These provisions are appropriate tools for providing density increases for affordable housing projects.

Though not typically used, the inclusion in the LDC of cluster housing provides an additional tool, through an accompanying Planned Unit Development zoning designation, to accomplish higher densities and preserve open space than would otherwise be accomplished through a standard zoning category within the LDC. It is anticipated that other options will be explored as part of the County's Comprehensive Plan update process and the update to the Land Development Code that will follow.

Flagler County will make an allowance of flexibility in densities for affordable housing in the land use planning process, subject to maintaining consistency with the County Comprehensive Plan and Florida Statutes.

**E. The reservation of infrastructure capacity for housing for very-low income persons, low-income persons, and moderate-income persons.**

The Flagler County Comprehensive Plan provides that no development, including housing development, shall be approved unless there is sufficient infrastructure capacity available to serve the development. These requirements are contained in Article VIII, Consistency and Concurrency Determination, of the County's LDC. This concurrency management requirement serves as the principal mechanism for ensuring that growth is managed in a

manner consistent with the provisions of the comprehensive plan. In Flagler County, there is only one type of concurrency certificate. The Certificate requires a payment of 25% of the impact fees to reserve the capacity.

Reserving infrastructure capacity upfront for a project is important if there are deficiencies in concurrency-related facilities. In Flagler County, there is sufficient capacity in all concurrency-related facilities to accommodate development projects. Therefore, reserving capacity upfront is not a critical issue at this time. To reserve capacity for one project, however, means that the reserved capacity is not available for other projects.

**F. The allowance of affordable accessory residential units in residential zoning districts.**

Through its Land Development Code, Flagler County permits the construction of a guest quarters in the Agriculture zoning district with Special Exception approval by the Planning Board.

Flagler County will make an allowance of affordable accessory residential units pursuant to Section 163.31771 Florida Statutes, for extremely-low-income, very-low income, low income, or moderate-income persons as (as defined in Section, 420.0004, Florida Statutes) in residential zoning districts in the upcoming revisions of the Flagler County Land Development Code, including making provisions for “mother-in-law” or “caretaker family suites.” (currently not included in all residential districts in the LDC and consistent with Board of County Commission action on February 1, 2010 amending Chapter 19 of the Flagler County Code). The latter would be in areas to be located within a single family home while the “affordable accessory residential units” would be a separate unit.

**G. The reduction of parking and setback requirements for affordable housing.**

As structured, the County’s Land Development Code (LDC) establishes minimum setback and lot size requirements for both single family residential zoning districts and multiple family residential zoning districts. These setback requirements provide a standard separation between houses and between houses and roadways. Certain zoning districts found within the LDC have smaller setbacks, some (R-1c and R-1d zoning districts) with zero lot line setbacks on the side property lines. Affordable housing projects could use those specific zoning districts to utilize the side setback requirement. There is also the option to rezone to the PUD zoning district, which gives you the ability to create customized setback and parking requirements.

While rear yard setbacks typically run from 20 feet to 15 feet, the minimum front yard setback on all single family homes from the edge of right-of-way is twenty five (25) feet. This setback distance allows for cars to be parked in the driveway and not block the sidewalk or impede pedestrian movement.

For residential uses, the county requires two parking spaces for each dwelling unit. This requirement is detailed in LDC Section 3.06.04 as follows:

*A. Off-street parking space requirements.*

1. Single and two-family dwellings: Two (2) spaces per dwelling unit.

2. Multi-family dwellings: One and one-half (1.5) spaces per dwelling unit (one bedroom units); one and three-quarters (1.75) spaces per dwelling unit (two-bedroom units); two (2) spaces per dwelling unit (three (3) bedrooms or more).
3. Planned unit development: Shall meet the space requirements of that particular occupancy. (Exception: The parking requirements of non residential uses in a PUD may be approved by the county commission)

To ensure health and safety, all residential development must meet current minimum parking and setback requirements (or received appropriate variances) for the appropriate zoning district as established in the County's LDC. For example, the County's 25 foot minimum front yard setback provides enough distance for parking a vehicle in a driveway without the vehicle projecting into the sidewalk. Reducing or eliminating parking requirements will force residents to park in roadway rights-of-way. This can create safety issues unless minimum mandatory widths are increased.

**H. The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.**

Certain zoning districts are in existence to create smaller lot sizes. Flagler County does have the ability in the Land Development Code for zero lot lines as side yard setbacks in three zoning districts: R-1c, R-1d, and PUD. The PUD zoning district gives a developer the ability to create customized dimensional requirements, along with parking and setback requirements.

Generally, the PUD rezoning and site plan process serve as a mechanism whereby the county can approve projects with reduced setbacks and/or mixed uses. The advantage of using the PUD district instead of traditional zoning is that an applicant can increase or at least maximize his development project's density. In the PUD district, however, there are development required trade-offs, such as additional landscaping, which are required to gain the waivers for smaller lots and higher yield. These trade-offs can have the effect of off-setting any housing unit price reductions due to increasing yield.

Flagler County will consider including new language to expedite permitting through subdivision and site design when the Flagler County Land Development Code is rewritten.

**I. The modification of street requirements for affordable housing.**

As adopted, the County's existing sidewalk and street requirements provide for minimum construction standards to ensure public safety. Section 4.06.02(D) (2) (Subdivision Improvement and Design Standards) of the LDC sets the minimum right-of-way width for a local or residential street at 50 feet. However, minimum lane widths are 11 feet. The following is the county's current minimum right-of-way requirement:

4.06.02 Roads

- D. *Minimum Subdivision Road Right-of-Ways Widths.*

1. All subdivision roads shall be provided with sufficient right-of-way or easement width by dedication to contain their entire construction and their appurtenances, including drainage facilities, ditches, slopes, sight distance and traffic control devices.
2. The minimum right-of-way for vehicular travel is fifty (50) feet.
3. Specific right-of-way requirements are defined in the public works manual and are dependent upon the required typical section for anticipated traffic volume.
4. Subdivision roads shall be designed and constructed in accordance with Flagler County Standards and Specifications as contained in its public works manual.

As structured, the County's minimum street right-of-way width requirements are based on the minimum area needed to accommodate the various improvements that must be located in the right-of-way. Besides travel lanes, sidewalks, and drainage facilities, these improvements include water and sewer lines, gas lines, phone lines, cable lines, and others. Since the referenced improvements must be provided for in the road right-of-way, the County has determined that the minimum right of way width must be 50 feet.

At 50 feet, the County's minimum local road right-of-way width requirement is minimal. Consequently, no right-of-way width modification is necessary. County staff feels that the 50-foot minimum right-of-way width is already the minimum relieve that could be considered and still furthers the combined goals of protecting the health, safety, and general welfare while promoting the provision of affordable housing. In sum, the Statute appears to require that the County address a modification of street requirements and County staff feels that the minimum width already provided for within the County's Code is the minimum that can be considered, hence requiring no modification to the Code specific to reducing right-of-way width to promote the provision of affordable housing.

**J. The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.**

Each year, before the adoption of any new ordinances, local governments are to determine the amount of increase in the cost of affordable housing by adopting any new ordinance or updating an existing ordinance that may impact the provision of housing. Then the local government is to report annually to the State regarding how much the cost of housing had increased through these actions. Before adopting a new ordinance to increase impact fees, the local government is to advise the amount of additional cost of housing within their jurisdiction.

In Flagler County, this is typically accomplished through the staff report for Board consideration and action which accompanies each proposed action item, including ordinance adoption. The consideration of this requirement formalizes what already occurs as part of the staff review for Board of County Commissioner agenda items.

**K. The preparation of a printed inventory of locally owned public lands suitable for affordable housing.**

In 2006, the Florida State Legislature passed HB 1363 relating to affordable housing. One provision of that bill was that each local government must prepare an inventory of all real property that it owns within its jurisdiction that is appropriate for use as affordable housing.

Beginning in July 2007 then every three (3) years thereafter, Flagler County is required to prepare an inventory list of all real property within its jurisdiction to which the county holds fee simple title and is appropriate for use as affordable housing. The Board through their review of the inventory list and input from staff and the general public found that none of the county-owned properties were appropriate for affordable housing.

Consistent with state law, the Board of County Commissioners reviewed and approved an inventory list of county owned properties. Of all the properties on that list, none were determined to be appropriate for affordable housing.

However, the County recognizes and acknowledges that donating county-owned surplus lands to non-profit housing organizations would reduce the cost of affordable housing units on the donated properties and is an appropriate affordable housing tool and will continue to evaluate the inventory of county owned surplus properties for appropriate affordable housing sites.

**L. The support of development near transportation hubs and major employment centers and mixed-use developments.**

In Flagler County, the Future Land Use Map (FLUM) identifies areas appropriate for residential development and the appropriate density for those areas. The objective of the FLUM is to create a land use pattern that situates residential development in close proximity to schools, health care facilities, employment centers, and major roadways.

In Flagler County, the FLUM is an important tool in establishing appropriate locations for residential development. Generally, the map provides for residential development to be located near compatible land uses, existing neighborhoods, and proximate to public transportation, major employment centers, and community services. Ideally, affordable housing projects should be located near employment centers and transportation hubs for additional savings in terms of transportation cost and travel time. For that reason, the county supports locating affordable housing developments near transportation hubs, major employment centers and mixed use developments by expediting the permit process for these types of housing projects.

**LHAP INCENTIVE STRATEGIES                      CITY OF PALM COAST**

*Section 420.9071(16), F.S.                      Approved October 6, 2015 until December 31, 2018*

**A. Name of the Strategy: Expedited Permitting**

**The processing of approvals of development orders or permits, as defined in**

**s.163.3164(7) and (8) for affordable housing projects is expedited to a greater degree than other projects.**

Development Orders and Permits for affordable housing projects will be expedited to a greater degree than other projects by standard custom and practice. All rehabilitation and replacement home construction projects will be processed through the expedited permit strategy. The Community Development Director or designee will shepherd applications through each level of review that are considered an affordable housing project. For the purpose of the expedited permit process, affordable housing projects will be identified as those projects assisted with state or federal housing funds as confirmed by the Flagler County SHIP Administrator.

Specifically, Policy 3.1.1.4 notes that expedited site plan review and permitting should be considered as an action to promote affordable housing.

Expedite development orders and permits for affordable housing projects as described above.

**B. The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.**

Impact fees are one-time charges applied towards new construction to obtain revenues necessary to make capital improvements. Overall, these impact fees increase the cost of housing. Legally, impact fees must be applied to all activities that create a demand for capital facilities. Consequently, impact fees cannot be waived or reduced.

Waiving impact fees does not eliminate the cost of the infrastructure that the impact fees are designed to pay for. Either new development or existing residents must pay the cost of needed infrastructure improvements. If new development, which puts additional demand on county facilities and services, does not pay its fair share of infrastructure cost through impact fees, then existing residents will have to pay those costs through higher fees or taxes. To lessen the impact on affordable housing projects, the cost of impact fees may be paid by other funding sources.

Staff notes that the Educational Facilities Impact Fee Ordinance (adopted Countywide, including the City of Palm Coast) includes an exemption for low-income housing from educational facilities impact fees, when certain conditions are met.

Changes to fully implement this incentive are not recommended at this time because any reductions to impact fees for affordable housing units would result in higher taxes and housing costs for the rest of the City's residents in order to provide the necessary infrastructure.

**C. Ongoing Review Process.**

**Each year, before the adoption of any new ordinances, local governments are to determine the amount of increase in the cost of affordable housing by adopting any new ordinance or updating an existing ordinance that may impact the provision of housing. Then the local government is to report annually to the State regarding how much the cost of housing had increased through these actions. Before adopting a new ordinance to increase impact fees, the local government is to advise the amount of additional cost of housing within their jurisdiction.**

**Before adoption of any new regulations or policies, the City will determine the impacts of adopting such ordinance on the cost of housing. When applicable, staff will include an analysis of the impact of any policy, procedure, ordinance, regulation, or plan provision upon the cost of housing in the City.**

**As part of the staff report provided to City Council during the adoption review process for ordinances, an analysis is provided for benefit of the City Council and the public. This analysis is reviewed and included as part of the record, during a formal City Council public hearing process that results in consideration of all impacts of a proposed ordinance.**

**D. The allowance of flexibility in densities for affordable housing.**

The future land use map and zoning district designations establish a maximum density or intensity for all properties. Overall, density is an important factor in forming the character of a community and the preferred lifestyle of its residents. While higher densities may result in lower housing costs, higher across the board densities do not always translate into lower housing prices. Consequently, the preferred method for reducing housing costs through increased density is to provide affordable housing density bonuses associated with affordable housing projects.

The City of Palm Coast Unified Land Development Code (ULDC) allows opportunities for flexible densities for affordable housing. One mechanism available to a potential developer is the use of the Master Planned Development (MPD) zoning district. This zoning district provides developers the flexibility to establish specific develop standards (such as lot sizes, setbacks, lot coverage, etc.) for specific projects.

Continue to encourage developers of affordable housing projects to utilize the MPD zoning district in order to allow for flexible densities.

**E. The reservation of infrastructure capacity for housing for very-low income persons, low-income persons, and moderate-income persons.**

Consistent with state law, the City's Comprehensive Plan provides that no development, including housing development, shall be approved unless there is sufficient infrastructure capacity available to serve the development. These requirements are also contained in Chapter 7, Concurrency Management System, of the City's ULDC. This concurrency management requirement serves as the principal mechanism for ensuring that growth is managed in a manner consistent with the provisions of the comprehensive plan.

Reserving infrastructure capacity upfront for a project is important if there are deficiencies in concurrency-related facilities. Like waiving impact fees, allowing reservation of capacities without payment for affordable housing projects is unfair to other development.

Changes to implement this incentive are not recommended at this time, since implementation would result in inequities.

**F. The allowance of affordable accessory residential units in residential**



**zoning districts.**

The City of Palm Coast Unified Land Development Code (ULDC) does not permit the construction of accessory residential units in any residential zoning district.

Changes to implement this incentive are not recommended at this time.

**G. The reduction of parking and setback requirements for affordable housing.**

The City's Unified Land Development Code (ULDC) establishes minimum setback and lot size requirements for both single family residential zoning districts and multiple family residential zoning districts. Each zoning district's setback varies from another; these variations depend on the minimum lot width and minimum lots size for that zoning district. Affordable housing projects should identify those specific zoning districts to identify the most favorable setback requirements for a particular project. Developers of affordable housing also have the option to rezone and utilize the Master Planned Development (MPD) zoning district. This zoning district allows great flexibility in customizing setback and parking requirements.

For residential uses, the City requires two parking spaces for each single-family dwelling, duplex, and townhouse unit. For multifamily dwellings, the ULDC requires the following:

- 1 space per efficiency unit,
- 1.5 spaces per 1 bedroom,
- 2 spaces per 2 bedrooms and over, and
- 1 space per 4 units for guest parking.

Affordable housing developers also have the option of utilizing the Master Planned Development (MPD) zoning district. This zoning district provides flexibility in the required number of minimum parking based on evidence that other standards would be more reasonable.

Continue to encourage developers of affordable housing projects to utilize the MPD zoning district in order to reduce parking and setback requirements.

**H. The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.**

The City of Palm Coast Unified Land Development Code (ULDC) allows opportunities for an affordable housing developer to provide zero lot line configurations for affordable housing. One mechanism available to a potential developer is the use of the Master Planned Development (MPD) zoning district. This zoning district provides developers the flexibility to establish specific develop standards (such as lot sizes, setbacks, lot coverage, etc.) for specific projects.

Additionally, the ULDC permits townhouse residential development. This type of development allows a developer to construct a minimum of three (3) attached units and a

maximum of eight (8) attached units per building.

Continue to encourage developers of affordable housing projects to utilize the MPD zoning district in order to allow for flexible lot configurations.

**I. The modification of street requirements for affordable housing.**

The City of Palm Coast Unified Land Development Code (ULDC) allows opportunities for an affordable housing developer to modify street requirements for affordable housing. One mechanism available to a potential developer is the use of the Master Planned Development (MPD) zoning district. This zoning district provides developers the flexibility to establish specific develop standards (such as lot sizes, setbacks, lot coverage, etc.) for specific projects.

Continue to encourage developers of affordable housing projects to utilize the MPD zoning district in order to modify street requirements.

**J. Ongoing Review Process: The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.**

Commented [RD5]: Ongoing Review Process

Each year, before the adoption of any new ordinances, local governments are to determine the amount of increase in the cost of affordable housing by adopting any new ordinance or updating an existing ordinance that may impact the provision of housing. Then the local government is to report annually to the State regarding how much the cost of housing had increased through these actions. Before adopting a new ordinance to increase impact fees, the local government is to advise the amount of additional cost of housing within their jurisdiction.

Before the adoption of any new regulations or policies, the City will determine the impacts of adopting such ordinance on the cost of housing. When applicable, staff will include an analysis of the impact of any policy, procedure, ordinance, regulation, or plan provision upon the cost of housing in the City.

Consider costs to housing when the City considers policies, procedures, ordinance, regulations, or plan provisions as described above.

**K. The preparation of a printed inventory of locally owned public lands suitable for affordable housing.**

In 2006, the Florida State Legislature passed HB 1363 relating to affordable housing. One provision of that bill was that each local government must prepare an inventory of all real property that it owns within its jurisdiction that is appropriate for use as affordable housing. The City of Palm Coast will compile a list of all real property within its jurisdiction to which the city holds fee simple title and is appropriate for use as affordable housing.

Prepare an inventory of all city-owned property for analysis and determination of its appropriateness for affordable housing.

**L. The support of development near transportation hubs and major employment centers and mixed-use developments.**

The City of Palm Coast does not have any identifiable transportation hub. However, the City's Comprehensive Plan and Future Land Use Map (FLUM) identify areas appropriate for mixed use development and appropriate for Village Center development. These village center areas are appropriate for developments with higher densities and intensities.

The purpose of the Mixed Use development designation is to provide opportunities for residents to work, shop, engage in recreational activities, attend school and religious services in reasonably close proximity to residential dwellings. Typically, affordable housing projects should be located strategically within proximity of services and employment opportunities. Development of affordable housing as part of a mixed use project or within proximity of available services and employment opportunities is encouraged and promoted by the comprehensive plan.

No changes recommended at this time.

**IV. EXHIBITS:**

- A. Administrative Budget for each fiscal year covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.
- D. Signed LHAP Certification.
- E. Signed, dated, witnessed or attested adopting resolution.
- F. Ordinance: (If changed from the original creating ordinance).Program Information Sheet.
- G. Interlocal Agreement.
- H. Flagler County Procurement Policy.
- I. Flagler County Replacement Home Guidelines.
- J. Flagler County Subordination Policy.

SHIP LHAP Template 2009-001

Revised: 7/2015



## City of Palm Coast, Florida Agenda Item

Agenda Date : 08/21/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	3994	<b>Account</b>
		<b>#</b>
<b>Subject</b> RESOLUTION 2018-XX APPROVING FINAL NUISANCE ABATEMENT ASSESSMENT		
<b>Background :</b> <b><u>UPDATE FROM THE AUGUST 14, 2018 WORKSHOP</u></b> This item was heard by City Council at their August 14, 2018 Workshop. There were no changes suggested to this item.  <b><u>ORIGINAL BACKGROUND FROM THE AUGUST 14, 2018 WORKSHOP</u></b> On March 2, 2010, the City adopted Ordinance 2010-03 to provide for the creation of an Assessment Area and authorize the imposition of Nuisance Abatement Assessments to be attached to the annual ad valorem tax bill sent out by the County Tax Collector. December 21, 2010, the City adopted Resolution 2010-168 signifying its intent to use the uniform collection method to collect non-ad valorem assessments pursuant to Ordinance 2010-03.  On July 17, 2018, City Council adopted the Initial Assessment Resolution 2018-88 relating to the Nuisance Abatement Special Assessment. Staff has prepared the Final Assessment Roll and Final Assessment Resolution for Council consideration. Pursuant to State Statutes, the notice of the public hearing was published in the newspaper of general circulation for Flagler County with the list of the affected property owners 20 days prior to the August 21, 2018 Business meeting.		
<b>Recommended Action :</b> Approve Resolution 2018-XX approving final nuisance abatement assessment.		

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**CITY OF PALM COAST, FLORIDA**

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**NUISANCE ABATEMENT  
FINAL ASSESSMENT RESOLUTION**

**ADOPTED** \_\_\_\_\_

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**RESOLUTION 2018-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, RELATING TO NUISANCE ABATEMENT WITHIN THE INCORPORATED AREA OF THE CITY; AMENDING THE INITIAL ASSESSMENT RESOLUTION; PROVIDING AUTHORITY AND DEFINITIONS; CREATING THE NUISANCE ABATEMENT SERVICE AREA; CONFIRMING THE INITIAL ASSESSMENT RESOLUTION; APPROVING THE NUISANCE ABATEMENT ASSESSMENT ROLL; PROVIDING FOR THE IMPOSITION OF THE NUISANCE ABATEMENT ASSESSMENTS; PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM ASSESSMENT COLLECTION ACT; PROVIDING FOR THE EFFECT OF THIS RESOLUTION; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Palm Coast (the “City”) adopted Ordinance No. 2010-03 on March 2, 2010, to provide for the imposition of special assessments for nuisance abatement which benefit property within the Assessment Area; and

**WHEREAS**, on July 17, 2018, the City Council adopted Resolution 2018-88 (the “Initial Assessment Resolution”) proposing the creation of the Nuisance Abatement Service Area, describing the method of assessing the Nuisance Abatement Assessed Cost against the real property that will be specially benefitted thereby, and directing preparation of the Nuisance Abatement Roll and the provision of the notices required by law; and

**WHEREAS**, pursuant to the provisions of law, the City Council is required to confirm or repeal the Initial Assessment Resolution with such amendments as the City Council deems appropriate after hearing comments and receiving objections of all interested parties; and

**WHEREAS**, the Assessment Roll has been filed with the City Manager or his designee, as required by law; and

**WHEREAS**, as required by law, notice of a public hearing has been published and mailed to each property owner proposed to be assessed notifying such property



owner of the opportunity to be heard concerning the assessments; the proof of publication and an affidavit of mailing are attached hereto as Appendices A and B respectively; and

**WHEREAS**, a public hearing has been duly held on August 21, 2018, and comments and objections of all interested persons have been heard and considered as required by law.

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

**SECTION 1. AUTHORITY.** This Final Assessment Resolution is adopted pursuant to law, the Initial Assessment Resolution, as amended herein, Chapter 166, Florida Statutes, Article VIII, Section 2, Florida Constitution, and other applicable provisions of law.

**SECTION 2. DEFINITIONS.** This Resolution is the Final Assessment Resolution. All capitalized terms in this Final Assessment Resolution shall have the meanings defined in the Initial Assessment Resolution, as amended herein.

**SECTION 3. CREATION OF ASSESSMENT AREAS.**

(A) The Nuisance Abatement Service Area is hereby created as an Assessment Area to include all property described in Section 2.01(A) and Appendix A to the Initial Assessment Resolution.

(B) The Nuisance Abatement Service Area is hereby created as an Assessment Area to include all property described in Section 2.01(A) of the Initial Assessment Resolution.

**SECTION 4. CONFIRMATION OF INITIAL ASSESSMENT RESOLUTION.**

The Initial Assessment Resolution, as amended herein, is hereby ratified and confirmed.

**SECTION 5. APPROVAL OF ASSESSMENT ROLL.** The Nuisance Abatement Assessment Roll, which is currently on file in the office of the City Manager of his designee, is hereby approved.

**SECTION 6. IMPOSITION OF ASSESSMENTS TO FUND  
NUISANCE ABATEMENT.**

(A) The Tax Parcels described in the Nuisance Abatement Assessment Roll are hereby found to be specifically benefitted by the provision of the Nuisance Abatement services and programs in the amount of the Nuisance Abatement Assessment set forth in the Nuisance Abatement Assessment Roll.

(B) For the Fiscal Year commencing October 1, 2018, the estimated Nuisance Abatement Assessed Cost for the Nuisance Abatement Service Area shall be calculated and apportioned based upon the actual cost of Nuisance Abatement. The costs as set forth in the Initial Assessment Resolution in Section 2.05 are hereby approved and found to be a fair and reasonable method of assessing the costs for the benefitted properties.

(C) The Nuisance Abatement Assessments as set forth in the Initial Assessment Resolution are hereby levied and imposed on all Tax Parcels described in the Nuisance Abatement Assessment Roll for the Fiscal Year commencing October 1, 2018.

(D) Upon adoption of this Final Assessment Resolution, the Nuisance Abatement Assessments shall constitute a lien against the assessed properties equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims until paid. The lien shall be deemed perfected upon adoption by the City Council of this Final Assessment Resolution and shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

**SECTION 7. COLLECTION OF ASSESSMENTS.**

(A) The Nuisance Abatement Assessments shall be collected pursuant to the Uniform Assessment Collection Act.

(B) Upon adoption of this Final Assessment Resolution, the City Manager or his/her designee shall cause the certification and delivery of the Assessment Roll to the

Tax Collector by September 15, in the manner prescribed by the Uniform Assessment Collection Act. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

**SECTION 8. EFFECT OF FINAL RESOLUTION.** The adoption of this Final Assessment Resolution shall be the final adjudication of the issues presented herein and in the Initial Assessment Resolution (including, but not limited to, the method by which the Assessments are computed, the Nuisance Abatement Assessment Roll, the terms for prepayment of the Assessments, the levy and lien of the Assessments, and the special benefit to assessed property) unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the City Council action on this Final Assessment Resolution.

**SECTION 9. SEVERABILITY.** The provisions of this Initial Assessment Resolution are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Nuisance Abatement Initial Assessment Resolution shall not be affected thereby.

**SECTION 10. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 21st day of August 2018.

ATTEST:

CITY OF PALM COAST

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

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

Approved as to form and legality:

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

Attachments: Appendix A – Proof of Publication  
Appendix B – Affidavit of Mailing  
Appendix C – Form of Certificate to Non-Ad Valorem Assessment Roll

**APPENDIX A**  
**PROOF OF PUBLICATION**

# THE NEWS-JOURNAL

Published Daily and Sunday  
Daytona Beach, Volusia County, Florida

State of Florida,  
County of Volusia

Before the undersigned authority personally appeared

**Cynthia Anderson**

who, on oath says that she is .....

## LEGAL COORDINATOR

of The News-Journal, a daily and Sunday newspaper,  
published at Daytona Beach in Volusia County, Florida; the  
attached copy of advertisement, being a  
.....

## PUBLIC NOTICE

**L 2297599**

in the Court,  
was published in said newspaper in the issues.....

**JULY 25, 2018**

Affiant further says that The News-Journal is a newspaper published at Daytona Beach, in said Volusia County, Florida, and that the said newspaper has heretofore been continuously published in said Volusia County, Florida, each day and Sunday and has been entered as second-class mail matter at the post office in Daytona Beach, in said Volusia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

*Cynthia Anderson*

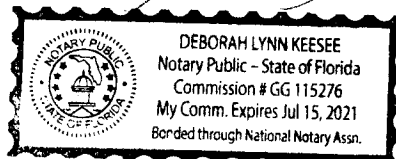
Sworn to and subscribed before me

This **25<sup>TH</sup>** of **JULY**

A.D. 2018

*Deborah Lynn Keesee*

49D



DF-0002297599-01

## NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NUISANCE ABATEMENT SPECIAL ASSESSMENT

Notice is hereby given that the City Council of the City of Palm Coast will conduct a public hearing to consider the imposition of nuisance abatement special assessments for the provision of nuisance abatement services, facilities, and programs within the municipal boundaries of the City of Palm Coast.

The hearing will be held at 9:00 a.m., or as soon thereafter as can be heard, on August 21, 2018, at the City of Palm Coast Community Wing, 160 Lake Avenue, Palm Coast, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing special accommodation or an interpreter to participate in this proceeding should contact the City of Palm Coast City Clerk at (386) 986-3713, at least 48 hours prior to the date of the hearing.

The assessment for each parcel of property will be based upon the cost of nuisance abatement for each parcel.

Copies of the Nuisance Abatement Ordinance (Ordinance No. 2010-03), the Resolution (Resolution No. 2010-168), the Nuisance Abatement Initial Assessment Resolution (Resolution No. 2018-88) and the preliminary Nuisance Abatement Assessment Roll are available for inspection in the City Clerk's office of the City of Palm Coast, located at 160 Lake Avenue, Palm Coast, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2018, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please visit our website [www.palmcoastgov.com](http://www.palmcoastgov.com), under Proposed Nuisance Abatement Assessment, for additional information and frequently asked questions or contact the City of Palm Coast Community Development Department at (386) 986-3764, Monday through Friday between 8:00 a.m. and 5:00 p.m.

The properties to be assessed are as follows:

32 Ballenger Lane	45 Fenwood Lane	15 Powder Horn Drive
24 Bannerwood Lane	2 Fernham Lane	29 Prairie Lane
4 Barkley Lane	25 Folcroft Lane	33 Prattwood Ln
22 Barkley Lane	21 Fort Caroline Lane	73 Presidential Lane
52 Barkwood Lane	4 Fountain Court	69 Presidential Lane
23 Barrington Drive	113 Frankford Lane	73 Price Lane
144 Bayside Drive	11 Freeland Lane	57 Price Ln
37 Beacon Mill Lane	37 Freeland Ln	31 Primrose Lane
102 Beauford Lane	54 Frontier Drive	53 Providence Lane
37 Beaverdam Lane	10 Becker Ln	144 Putter Drive
26 Beth Lane	11 Kashgar Court	56 Putter Drive
195 Birchwood Drive	20 Kashmir Trail	35 Putter Drive
68 Birchwood Drive	85 Kashmir Trail	30 Radcliffe Drive
36 Bird of Paradise Dr	49 Kathleen Trail	6 Radial Pl
48 Blakemore Drive	11 Kaywood Place	36 Raemoor Dr
29 Boston Lane	4 Lake Charles Place	30 Raemoor Drive <sup>85</sup>
51 Boston Lane	6 Lake Place	69 Raintree Place
152 D...	46 Lancelot	30 Ramblewood

57 Boulder Rock Drive	2 Lloseta Court	2 Ranber Place
214 Boulder Rock Drive	9 Liowick Court	61 Ryeclyffe Drive
56 Braddock Lane	20 Lewiston Court	14 Red Barn Drive
104 Bridgehaven Drive	22 Lindsay Drive	74 Red Mill Drive
19 Bruning Lane	23 Liestone Path	48 Regency Drive
95 Brunswick Lane	29 Lloshire Path	14 Reine Place
10 Buffalo Bill Drive	6 Lloshire Path	13 Renn Lane
8 Bunker View Place	17 Lloshire Path	51 Renshaw Drive
98 Burbank Dr	226 Parkview Drive	2 Reybury Lane
29 Burnaby Lane	64 Parkway Drive	4 Richland Lane
92 Burning Bush Drive	16 Pebble Wood Lane	18 Richland Lane
80 Burning Bush Drive	46 Pebble Wood Lane	12 Ripley Lane
18 Burning Place	8 Perch Place	7 Rivera Lane
22 Burnside Dr	40 Perthshire Lane	31 Riverside Lane
26 Buttonbush Lane	13 Philox Lane	42 Riverside Lane
92 Buttonworth Drive	79 Pickering Drive	56 Riviera Drive
84 Buttonworth Drive	19 Pillory Lane	8 Robin Hood Lane
2 Casper Drive	20 Pine Brook Drive	10 Rolland Lane
54 Christopher Court South	29 Pine Crest Lane	41 Rolling Fern Drive
28 Clearview Court S.	32 Pine Crest Lane	53 Rolling Fern Drive
18 Edgely Place	45 Pine Grove Drive	15 Rolling Lane
69 Edward Drive	231 Pine Grove Drive	5 Rolling Sands Drive
81 Edward Drive	25 Pine Hurst Lane	43 Rolling Sands Drive
12 Ellwood Lane	34 Pine Hurst Lane	16 Rosepetal Lane
117 Eric Drive	27 Pineash Lane	25 Round Thorn Drive
21 Eric Drive	52 Pineland Lane	4 Round Tree Drive
206 Eric Drive	37 Pinell Lane	9 Roxanne Lane
20 Ethel Lane	10 Pinwheel Lane	26 Roxland Lane
115 Evans Drive	16 Pittman Drive	2 Russell Drive
24 Faith Lane	52 Pittman Drive	12 Ryall Lane
11 Fanbury Lane	2 Pleasant Lane	51 Ryan Dr
86 Farragut Drive	2 Poinette Pl	39 Ryan Drive
72 Farragut Drive	118 Point of Woods Drive	55 Ryan Drive
71 Farrington Lane	87 Point of Woods Drive	49 Ryarbor Drive
93 Fellowship Drive	7 Pointer Place	33 Ryberry Drive
91 Fellowship Drive	60 Ponce Deleon Drive	136 Ryberry Drive
34 Fellowship Drive	26 Ponderosa Lane	18 Ryberry Drive
62 Felshire Lane	9 Pontiac Lane	13 Rydell Lane
150 Fenimore Lane	18 Pontiac Lane	27 Ryker Lane
168 Fenimore Lane	16 Pontiac Lane	26 Rymesen Lane
168 Fenimore Lane	6 Pontiac Lane	92 Rymshaw Dr
168 Fenimore Lane	46 Rony Express Drive	32 Rymshaw Drive
168 Fenimore Lane	16 Poppy Lane	22 Sabal Bend
168 Fenimore Lane	9 Port Echo Lane	5 Sea Flower Path
168 Fenimore Lane	13 Port Royal Drive	5 Sea Trail
168 Fenimore Lane		131 Sea Trail
168 Fenimore Lane		5 Seathorn Path

CITY COUNCIL  
CITY OF PALM COAST, FLORIDA

**APPENDIX B**  
**AFFIDAVIT OF MAILING**

**BEFORE ME**, the undersigned authority, personally appeared JIM LANDON, who, after being duly sworn, depose and say:

1. Jim Landon, as City Manager of the City of Palm Coast, Florida (the “City”), pursuant to the Non-Ad Valorem Assessment Program for Nuisance Abatement Improvements, the authority and direction received from the City Council, timely directed the preparation of the Nuisance Assessment Roll, and the preparation, mailing, and publication of notices in accordance with law and in conformance with the Nuisance Abatement Initial Assessment Resolution adopted by the City Council on July 17, 2018 (the “Initial Assessment Resolution”).

2. Barbara Grossman is the Code Enforcement Manager for the City of Palm Coast. Barbara Grossman has caused the required notices required by the Assessment Ordinance to be prepared in conformance with the Initial Assessment Resolution. An exemplary form of such notice is attached hereto. Barbara Grossman has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the total revenue the City expects to collect by the assessment, a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title, a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

3. On or before July 25, 2018, Barbara Grossman directed the mailing of the above-referenced notices by Bill Wry, in accordance with the Initial Assessment Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by Flagler County Property Appraiser for the purpose of the levy and collection of ad valorem taxes. Notice to property owners receiving multiple individual notices were mailed, or caused to be mailed by Barbara Grossman on or before July 25, 2018.

**FURTHER, AFFIANTS SAYETH NOT.**

\_\_\_\_\_  
Jim Landon, City Manager, Affiant

\_\_\_\_\_  
Barbara Grossman, Affiant  
Code Enforcement Manager

STATE OF FLORIDA       )  
COUNTY OF FLAGLER    )

The foregoing Affidavit of Mailing was sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Jim Landon, City Manager of the City of Palm Coast, Florida, who is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires:\_\_\_\_\_

STATE OF FLORIDA       )  
COUNTY OF FLAGLER    )

The foregoing Affidavit of Mailing was sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Barbara Grossman, as Code Enforcement Manager of the City of Palm Coast, Florida, who is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires:\_\_\_\_\_



**FORM OF NOTICE MAILED TO PROPERTY OWNERS****\* \* \* \* \* NOTICE TO PROPERTY OWNER \* \* \* \* \***

City of Palm Coast  
 160 Cypress Point Parkway  
 Palm Coast, FL 32164

Owner Name  
 Address  
 City, State Zip

CITY OF PALM COAST, FLORIDA

NOTICE OF HEARING  
 TO IMPOSE AND PROVIDE FOR  
 COLLECTION OF NUISANCE ABATEMENT  
 NON-AD VALOREM ASSESSMENTS

NOTICE DATE: \_\_\_\_\_

Tax Parcel # \_\_\_\_\_

Legal Description: \_\_\_\_\_

\*You are receiving this letter because the City has performed nuisance abatement services on your property and expended public funds, and the City and taxpayers are entitled by law to be reimbursed.

As required by Section 197.3632, Florida Statutes, and Ordinance No. 2010-03, notice is given by the City of Palm Coast that an assessment for nuisance abatement services, facilities, and programs may be levied on your property for the assessment period of October 1, 2018 - September 30, 2019 and future Fiscal Years. The purpose of this assessment is to fund nuisance abatement services within the City of Palm Coast. The total nuisance abatement assessment revenue to be collected within the City of Palm Coast is estimated to be \$\_\_\_\_\_ for the Fiscal Year beginning October 1, 2018. The assessment for each parcel or property will be based upon each parcel's location, classification, and the total number of Equivalent Residential Units attributable to that parcel.

The above parcel is classified as \_\_\_\_\_.

The total number of billing units on the above parcel is \_\_\_\_\_.

The type of billing units on the above parcel is \_\_\_\_\_.

The nuisance abatement assessment for the above parcel is \$\_\_\_\_\_ for the Fiscal Year beginning October 1, 2018.

A public hearing will be held at 6:00 p.m., or as soon thereafter as can be heard, on August 21, 2018 in the Community Wing of City Hall, 160 Lake Ave, Palm Coast,

Resolution 2018-\_\_\_\_\_

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Florida, for the purpose of receiving public comment on the proposed assessments. You and all other affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceeding and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City of Palm Coast City Clerk at (386) 986-3713, at least 48 hours prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the City Council action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Nuisance Abatement Ordinance (Ordinance No. 2010-03), the Resolution (Resolution No. 2010-168), the Nuisance Abatement Initial Assessment Resolution (Resolution No. 2018-88) and the preliminary Nuisance Abatement Assessment Roll are available for inspection in the City of Palm Coast, Community Development Department, located at 160 Lake Avenue, Palm Coast, Florida.

Both the non-ad valorem assessment amount shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November of each year the assessment is imposed. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title. **The City of Palm Coast must receive payment by AUGUST 17, 2018 to avoid this payment being collected on your ad valorem tax bill for 2018. “Please send all payments to CODE ENFORCEMENT – CITY OF PALM COAST – 160 LAKE AVENUE – PALM COAST, FL to ensure that your payment is applied to the correct invoice(s).”**

If there is a mistake on this notice, it will be corrected. If you have any questions, please visit our website [www.palmcoastgov.com](http://www.palmcoastgov.com), under Proposed Nuisance Abatement Assessment, for additional information and frequently asked questions or contact the City of Palm Coast Community Development Department at (386) 986-3764, Monday through Friday between 8:00 a.m. and 5:00 p.m.

**\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\***

**APPENDIX C  
FORM OF CERTIFICATE TO  
NON-AD VALOREM ASSESSMENT ROLL**

<b>CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL</b>
--

I, the undersigned, hereby certify that I am the Mayor of the City of Palm Coast, Florida, or authorized agent of the City of Palm Coast located in Flagler County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as a part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

IN WITNESS WHEREOF, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll, this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF PALM COAST, FLORIDA**

By: \_\_\_\_\_  
Printed Name: Milissa Holland  
Title: Mayor  
Flagler County, Florida

Resolution 2018-\_\_\_\_\_  
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# Exhibit A

## 2018 Tax Roll

Parcel I.D.	Owner's Name	Street #	Property Address	Owner Address 1	Owner Address 2	City	State	Zip	Inv. Amount	Violation
07-11-31-7013-00090-0760	Egbert & Shirley Proffitt	104	Bridgehaven Drive	127-14 101st Ave.		Richmond Hill	FL	11419	330.00	Public Nuisance
07-11-31-7019-00150-0030	John & Carmen Thompson	13	Waterrill Place	6621 Adrian Street		New Carrollton	MD	20784	2,260.00	Public Nuisance
07-11-31-7028-00240-0050	Percy & Jacqueline Johnson	60	Pence Deleon Drive	144-23 228th Street		Rosedale Queens	NY	11413	300.00	Public Nuisance
07-11-31-7028-00460-0070	VINCENT JR. & JEAN MARIE D	13	Port Royal Drive	22 GIANT LANE		Levittown	NY	11756	\$300.00	Public Nuisance
07-11-31-7029-00320-0020	TRACY & DARRYL FOSTER	13	Rydell Lane	310 WOODLAND DR. W.		Yorktown	PA	23692-1	\$400.00	Public Nuisance
07-11-31-7030-00380-0050	FRANCISCO F. CARBALLIDO &	6	Radial Pl	0-9 CALLE 21 FAIR VIEW		San Juan	PR	09926	\$200.00	Public Nuisance
07-11-31-7031-00380-0190	Constance B White	4	Richland Lane	2306 Mellow Court		Baltimore	MD	21209	300.00	Public Nuisance
07-11-31-7032-00780-0180	Korshavn Corporation, A Delaware	41	Rolling Fern Drive	PO Box 2		Chester	MD	21619	830.00	Public Nuisance
07-11-31-7034-01400-0130	Juarbe Hiram Alfaro & Alfaro & W	117	Eric Drive	Bo Mora Avenida Militar		Isabela	PR	00662	500.00	Public Nuisance
07-11-31-7060-00410-0120	Joseph Winston	2	Squirrel Place	6 Hutch Court		Dix Hills	NY	11746	500.00	Public Nuisance
07-11-31-1040-00000-0100	Cheryle & Tajmir Ghafour	20	Lewiston Court	52 Francis Lane		Palm Coast	FL	32137	235.00	Public Nuisance
07-11-31-7001-00010-0330	Federal National Mortgage Asso	24	Faith Lane	14221 Dallas Pkwy Ste 1000		Dallas	TX	75254	1,540.00	Public Nuisance
07-11-31-7001-00010-0490	Kathryn Mollohan Nelson & Debby	86	Farragut Drive	86 Farragut Drive		Palm Coast	FL	32137	165.00	Public Nuisance
07-11-31-7001-00040-0020	Gary Metzger	72	Farragut Drive	2435 Bridge Ave	Apt. 3	Pt Pleasant	NJ	08742	990.00	Public Nuisance
07-11-31-7002-00060-0030	Marek Leszczynski	2	Fernham Lane	2 Fernham Lane		Palm Coast	FL	32137	1,360.00	Public Nuisance
07-11-31-7003-00040-0010	Fernando & Olga Picado	54	Christopher Court South	Calle Lago Zupungo 146, Priva Cumbres Del Lago		Quertaro	Mexico	76230	164.00	Public Nuisance
07-11-31-7003-00060-0140	Guillermo Perez	28	Clearview Court S.	100 Bella Harbor Court	Unit 110	Palm Coast	FL	32137	165.00	Public Nuisance
07-11-31-7007-00050-0360	Paul Martinolich & Cassese Antony	4	Fountain Court	325 Main Street	Apt. 4C	White Plains	NY	10601	500.00	Public Nuisance
07-11-31-7007-00140-0590	Alexander & Jessica Coubrough	21	Fort Caroline Lane	510 Devon Circle		St Augustine	FL	32086-1	330.00	Public Nuisance
07-11-31-7007-00210-0150	Charles Navas Jr. & Anne, Mary &	25	Folcroft Lane	3 Hayden Avenue		Great Neck	NY	11024	300.00	Public Nuisance
07-11-31-7007-00360-0290	Ngai Po Wan aka Po Wan Poon & C	54	Frontier Drive	622 Williams Street		Rockingham	NC	28379	1,500.00	Public Nuisance
07-11-31-7008-00020-0010	Antonio & Sandra Donzella	2	Casper Drive	Calle Cinaruco, Res Marquenal Torre Betu, Apt 5-A	URB El Marquer,	Venezuela			50.00	Public Nuisance
07-11-31-7009-00320-0030	Jigar & Payal Patel	93	Fellowship Drive	4604 E Pence DE Leon Ave	Clarkston	Atlanta	GA	30021	400.00	Public Nuisance
07-11-31-7009-00320-0040	Ralph & Delores Dilcone	91	Fellowship Drive	13843 Brookdale Ave		Brook Park	OH	44142	300.00	Public Nuisance
07-11-31-7009-00320-0480	Joseph & Susan Comella	168	Fenimore Lane	2908 Main St		Coventry	CT	06238	300.00	Public Nuisance
07-11-31-7009-00410-0220	Marilyn Hatch Trustee	49	Fenwick Lane	6 Center Place		Palm Coast	FL	32137	300.00	Public Nuisance
07-11-31-7009-00420-0210	Malgorzata Lewinska & Boguslaw J	45	Fenwood Lane	50 Horseshoe Road		Seyerville	NJ	08872	600.00	Public Nuisance
07-11-31-7010-00200-0310	Aurora Perea	62	Felshire Lane	1140 NE 191 St, Apt D-11		Miami Beach	FL	33179	1,860.00	Public Nuisance
07-11-31-7010-00240-0170	Louise Atkins	34	Fellowship Drive	44735 Audubon Sq #529		Ashburn	VA	22213	1,000.00	Public Nuisance
07-11-31-7010-00250-0170	CARLOS RODRIGUES	37	Freeland Ln	81 BRIGHTON AVE		Kearny	NJ	07032	\$800.00	Public Nuisance
07-11-31-7010-00250-0300	Almanac Group Inc.	11	Freeland Lane	2250 Old Moody Blvd.	#61	Bunnell	FL	32110	330.00	Public Nuisance
07-11-31-7010-00290-0130	Boris Chernousov	11	Fanbury Lane	3671 Casalta Circle		New Smyrna Beach	FL	32168	300.00	Public Nuisance
07-11-31-7011-00060-0160	SUSANNA ENGTINGIT	10	Becker Ln	PO BOX 17562		Wichita	KS	67217	\$230.00	Public Nuisance
07-11-31-7011-00090-0200	Sharon Lynn Vallaster	37	Beverdam Lane	42 Zinnia Trail		Palm Coast	FL	32164	230.00	Public Nuisance
07-11-31-7011-00110-0290	Gonzalo & Betty Chacon Higinio	102	Beauford Lane	Urb La Arbole-Calle Los Lirios Eda-Sector D2e#4 Sa DE Los Altos Mir	Venezuela	1204			1,370.00	Public Nuisance
07-11-31-7011-00130-0710	Mary Westenberg	37	Beacon Mill Lane	35 Beacon Mill Lane		Palm Coast	FL	32137	1,050.00	Public Nuisance
07-11-31-7012-00030-0760	FL PCM Holding LLC	144	Bayside Drive	7 Augusta Trail		Palm Coast	FL	32137	1,180.00	Public Nuisance
07-11-31-7012-00060-0620	Elizabeth Badurina	24	Bannerwood Lane	2192 Tremont Road		Columbus	OH	43221	800.00	Public Nuisance
07-11-31-7012-00130-0320	Walter & Gilda Brown	26	Beth Lane	89 Orchard Street		Keamsburg	NJ	07734	580.00	Public Nuisance
07-11-31-7012-00150-0120	Giuseppe Gentile	23	Barrington Drive	14 Park Lane		Somers	NY	10589	650.00	Public Nuisance
07-11-31-7012-00170-0570	Michael & Laura Larocca	52	Barkwood Lane	52 Barkwood Lane		Palm Coast	FL	32137	165.00	Public Nuisance
07-11-31-7012-00180-0330	Delores Chambers	4	Barkley Lane	320 Coach Houch Lane		Milton	GA	30004	535.00	Public Nuisance
07-11-31-7012-00180-0420	JOSE & TERESA GARCIA	22	Barkley Lane	1501 ALGARDI AVENUE		Coral Gables	FL	33146	430.00	Public Nuisance
07-11-31-7013-00030-0200	Wael S. Karadshh	56	Braddock Lane	P.O. Box 2012		Amman	Jordan	11181	750.00	Public Nuisance
07-11-31-7013-00190-0250	Theodore & Eva Graham	19	Bruning Lane	19 Bruning Lane		Palm Coast	FL	32137	615.00	Public Nuisance
07-11-31-7013-00200-0300	Margaret Bourke	95	Brunswick Lane	95 Brunswick Lane		Palm Coast	FL	32137	495.00	Public Nuisance

# 2018 Tax Roll

07-11-31-7017-00010-0150	Francis & Gail Kelly	29	Boston Lane	104 Carriage Hill Drive	Newington	CT	06111	1,050.00	Public Nuisance	
07-11-31-7017-00010-0260	Wagdy Demian	51	Boston Lane	360 Tarek Et Guesh	Glem Alexandria	Egypt	21311	600.00	Public Nuisance	
07-11-31-7017-00010-0620	Yaicin & Gulgun Dincman	153	Boulder Rock Drive	28200 Fairmount Boulevard	Pepper Pike	OH	44124	300.00	Public Nuisance	
07-11-31-7017-00020-0300	Daniel & Barbara Palermo	57	Boulder Rock Drive	9285 Blackjack Lane	Rosewell	GA	30076	1,150.00	Public Nuisance	
07-11-31-7017-00070-0140	Jose Firueroa & Ayala Asuncion	214	Boulder Rock Drive	RR 11 Box 3645	Cerro Gordo	Bayamon	PR	00619	735.00	Public Nuisance
07-11-31-7019-00200-0060	Margaret & Joseph Lubertine	78	Waters Drive	8723 NE 310 Avenue	Salt Springs	FL	32134	800.00	Public Nuisance	
07-11-31-7020-00030-0100	Rodney & Pocahontas Clarke	11	Weymouth Lane	2754 Terrell Ridge Circle SE	Marietta	GA	20067	300.00	Public Nuisance	
07-11-31-7020-00040-0190	JAMES ZHENG	12	Webner Pl	141-15 CHERRY AVE #2	Flushing	NY	11350	\$550.00	Public Nuisance	
07-11-31-7020-00170-0050	John Kolibas	336	Wellington Drive	559 Wood Avenue	Edison	NJ	08820	500.00	Public Nuisance	
07-11-31-7021-00020-0220	FL PCM Holding LLC	29	Wellham Lane	29 Wellham Ln	Palm Coast	FL	32164	950.00	Public Nuisance	
07-11-31-7021-00050-0200	Genowefa & Franciszek Glodziak &	39	Wendy Lane	537 Dorchester Drive	River Valle	NJ	07675	600.00	Public Nuisance	
07-11-31-7021-00150-0010	Sharon & Warren Cobbs	137	Wellstone Drive	203-18 116 Avenue	St. Albans	NY	11412	1,190.00	Public Nuisance	
07-11-31-7022-00270-0480	Thomas & Georgia Douvikas	55	Westrobin Lane	1011 Highland Lane	Glenview	IL	60029	235.00	Public Nuisance	
07-11-31-7022-00280-0250	SMP Property Holdings LLC	45	Westridge Lane	2379 Beville Road	Daytona Beach	FL	32119	300.00	Public Nuisance	
07-11-31-7022-00360-0150	Daniel E & Aimee & Abigail Siegel	50	Westfield Lane	1224 Iran Bridge Drive	Mount Pleasant	SC	29466	960.00	Public Nuisance	
07-11-31-7023-00020-0110	Robert Swanson Trustee	128	Whispering Pine Drive	123 Evergreen Street	Sterling	VA	20164	400.00	Public Nuisance	
07-11-31-7023-00080-0130	Monica Perez	9	Whitcock Lane	9 Whitcock Lane	Palm Coast	FL	32164	165.00	Public Nuisance	
07-11-31-7023-00100-0080	James & Gertrude Banks	68	Whispering Pine Drive	3228 O Street S	Washington	DC	20020	975.00	Public Nuisance	
07-11-31-7023-00100-0080	Gertrude & James Banks	6	Whispering Pine Drive	3228 O Street S	Washington	DC	32164	165.00	Public Nuisance	
07-11-31-7023-00240-0270	Viktor & Olena Lysenko	13	Whittlesey Lane	36-09 Hillside Terrace	Fair Lawn	NJ	07410	400.00	Public Nuisance	
07-11-31-7023-00290-0250	Jose & Paula Goncalves C/O Fran C	30	White Star Drive	9645 Baymeadows Rd	Jacksonville	FL	32256	370.00	Public Nuisance	
07-11-31-7023-00400-0060	Slavik Minyaylo & Felix Epstein	24	White Hurst Lane	630 Race St	Cincinatti	OH	45202	230.00	Public Nuisance	
07-11-31-7023-00490-0080	Dulce Ravelo	18	White House Drive	5200 SW 97th Ave	Miami	FL	33165	300.00	Public Nuisance	
07-11-31-7023-00650-0050	Leblanc Georges chez Mme Charrus	111	Wheatfield Drive	9 Rue Marguerite	78180 Montigny	Le Bretonneux	France	400.00	Public Nuisance	
07-11-31-7024-00280-0100	Morris A Preston	31	Primrose Lane	31 Primrose Lane	Palm Coast	FL	32164	660.00	Public Nuisance	
07-11-31-7024-00290-0130	CHUNG KWOK FU	57	Price Ln	2 DUNLOP COURT	Commack	NY	11725	\$500.00	Public Nuisance	
07-11-31-7024-00360-0030	Yong Sun & Liu Jihong	73	Presidential Lane	1823 Big Horn Drive	Houston	TX	77090	900.00	Public Nuisance	
07-11-31-7024-00360-0050	Jean H Samuel	69	Presidential Lane	66 Woodmere Drive	Parlin	NJ	08859	300.00	Public Nuisance	
07-11-31-7024-00450-0080	Palm Coast Land Management LLC	29	Prairie Lane	7205 Pebblecreek Rd	West Bloomfield	MI	48322	500.00	Public Nuisance	
07-11-31-7024-00540-0210	Danilo S & Merlie C Guerrero	53	Providence Lane	545 Hastings Drive	Benicia	CA	94510	300.00	Public Nuisance	
07-11-31-7024-RP0CC-0000	MPC LOTS LLC		Right Of 33 Prattwood Ln	2379 BEVILLE RD	Daytona Beach	FL	32119	\$600.00	Public Nuisance	
07-11-31-7025-00030-0270	Big Floor LLC	2	Pleasant Lane	7512 Dr. Phillips Blvd.	Ste 50-180	Orlando	FL	32819	400.00	Public Nuisance
07-11-31-7025-00090-0050	Emil & Olga Feldman	16	Pebble Wood Lane	260 Ocean Pkwy Apt#5-M	Brooklyn	NY	11218	500.00	Public Nuisance	
07-11-31-7025-00090-0140	Dr Patricio Souza	46	Pebble Wood Lane	8 Constitution Way	Flamington	NJ	08822	530.00	Public Nuisance	
07-11-31-7025-00170-0070	Ivy Clark	8	Perch Place	620 Wekiza Crest Drive	Apopka	FL	32712	600.00	Public Nuisance	
07-11-31-7025-00440-0100	Amy Wolfe & James Diddle	56	Putter Drive	1616 Professional Circle	Ravenswood	WV	26164	215.00	Public Nuisance	
07-11-31-7025-00450-0330	Lawrence & Norine Hill	35	Putter Drive	3 Masters Court	Masphee	MA	02649	300.00	Public Nuisance	
07-11-31-7025-00470-0040	Alexander Gourin	64	Parkway Drive	64 Parkway Drive	Palm Coast	FL	32164	165.00	Public Nuisance	
07-11-31-7025-00580-0050	Joseph & Jemma Taylor	226	Parkview Drive	PO Box 351551	Palm Coast	FL	32135	530.00	Public Nuisance	
07-11-31-7025-RP0J0-0000	MPC Lots LLC		Rear of 40 Perthshire Lane	2379 Beville Road	Daytona Beach	FL	32119	800.00	Public Nuisance	
07-11-31-7026-00010-0220	Louis Rastelli & Pablo Cancel	45	Pine Grove Drive	586 East 182nd St	Bronx	NY	10457	300.00	Public Nuisance	
07-11-31-7026-00010-0290	Haydee Britton-Forbes	34	Pine Hurst Lane	320 East 42nd St Apt 1304	New York	NY	10017	500.00	Public Nuisance	
07-11-31-7026-00020-0130	Cecylia Chaber	25	Pine Hurst Lane	155 E 4th St, Apt 9d	New York	NY	10009	300.00	Public Nuisance	
07-11-31-7026-00100-0140	Idalio Cancela	52	Pineland Lane	1167 St Louis Avenue	Hill Side	NJ	07205	1,300.00	Public Nuisance	
07-11-31-7026-00190-0310	Ramon Ortiz	32	Pine Crest Lane	30 Birchshire Lane	Palm Coast	FL	32137	1,990.00	Public Nuisance	
07-11-31-7026-00280-0380	Kenneth & Carolyn Dawidowicz	231	Pine Grove Drive	439 Bradford Pl	Bolingbrook	IL	60490	400.00	Public Nuisance	
07-11-31-7026-00400-0030	MAUNG PE THAN & SAO MYA	79	Pickering Drive	1061 SW 75TH AVENUE	Plantation	FL	33317	\$300.00	Public Nuisance	

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07-11-31-7026-00430-0090	Hernilo Lopina	19	Pillory Lane	58 Summit Ave	Newark	NJ	07112	230.00	Public Nuisance	
07-11-31-7026-00550-0040	EDUARDO MEZA & SANDRA U	20	Pine Brook Drive	11 NORDEN PLACE, #L-4	Norwalk	CT	06855	\$300.00	Public Nuisance	
07-11-31-7026-00600-0130	John P. & Tonya Kegley	27	Pincash Lane	PO Box 4063	Cookeville	TN	38502	730.00	Public Nuisance	
07-11-31-7026-00640-0380	SMP Property Holdings LLC	37	Pinell Lane	2379 Beville Road	Daytona Beach	FL	32119	370.00	Public Nuisance	
07-11-31-7026-00660-0190	Suzanne M McCreery	10	Pinwheel Lane	4602 4th Road North	Arlington	VA	22203	600.00	Public Nuisance	
07-11-31-7026-00700-0100	Sarote Paul & Carolyn Sarote	52	Pittman Drive	54 Pittman Drive	Palm Coast	FL	32164	300.00	Public Nuisance	
07-11-31-7026-00760-0070	William D. Newman	16	Pittman Drive	16 Pittman Drive	Palm Coast	FL	32164	400.00	Public Nuisance	
07-11-31-7027-00080-0130	Reginald & Hilda Grey	37	Woodside Drive	1616 SW 149th Ave	Pembroke Pines	FL	33027	230.00	Public Nuisance	
07-11-31-7027-00270-0080	Robert Greene	27	Woodlawn Drive	27 Woodlawn Drive	Palm Coast	FL	32137	265.00	Public Nuisance	
07-11-31-7027-00430-0010	Robert Wadkins	46	Wood Center Lane	43 Wood Center Lane	Palm Coast	FL	32164	165.00	Public Nuisance	
07-11-31-7027-00560-0200	Elizabeth Blakney	34	Wood Amber Lane	37 Westmore Lane	Palm Coast	FL	32164	400.00	Public Nuisance	
07-11-31-7027-RP0K1-0000	MPC Lots LLC		Rear of 23 Wood Ash Lane	2379 Beville Road	Daytona Beach	FL	32119	500.00	Public Nuisance	
07-11-31-7028-00020-0070	M WEBER LLC	13	Philox Lane	94 CLUBHOUSE DR	DOUGLASVILLE	FL	32137	\$235.00	Public Nuisance	
07-11-31-7028-00690-0040	SYLVIA & JOHN SIDNEY	2	Poinette Pl	18 BURNING BUSH RD	Palm Coast	FL	32137	\$300.00	Public Nuisance	
07-11-31-7028-00110-0080	Joseph & Marilyn K Pacheco	46	Pony Express Drive	1056 Main Street S.	Apt. 22 B	Woodbury	CT	06798	500.00	Public Nuisance
07-11-31-7028-00120-0050	Mark & Gilda Demers	26	Ponderosa Lane	9942 N Sandree Dr	Citrus Springs	FL	34434	165.00	Public Nuisance	
07-11-31-7028-00120-0220	Paul P. & James P. Lo	9	Pontiac Lane	103 Stevens Avenue	Hempstead	NY	11550	500.00	Public Nuisance	
07-11-31-7028-00130-0090	Hua Yao Kung & Ming Jiar	18	Pontiac Lane	75 Butter Nut Lane	Basking Ridge	NJ	07920	1,400.00	Public Nuisance	
07-11-31-7028-00130-0100	Hua Yao Kung & Ming Jiar	16	Pontiac Lane	41-10 Bowne Street	Apt 7V	Flushing	NY	11355	500.00	Public Nuisance
07-11-31-7028-00130-0150	Mario, John, and Deivid Costa	6	Pontiac Lane	PO Box 351181	Palm Coast	FL	32135	300.00	Public Nuisance	
07-11-31-7028-00160-0270	Alberto Martos C/O Mercedes Mart	16	Poppy Lane	1723 Azalea Drive	N Brunswick	NJ	08902	860.00	Public Nuisance	
07-11-31-7028-00440-0240	Kazunage & Mayako Takimoto % Sakai Trading new York Inc	9	Port Echo Lane	708 3rd Ave	New York	NY	10017	230.00	Public Nuisance	
07-11-31-7028-00670-0040	Lynette Chrysostom	118	Point of Woods Drive	8913 Avenue A	Brooklyn	NY	11236	700.00	Public Nuisance	
07-11-31-7028-00720-0190	Hyacinth Riley-Gordon	87	Point of Woods Drive	214-01 110th Ave	Queens Village	NY	11429	600.00	Public Nuisance	
07-11-31-7028-00780-0100	Igor & Yevgeniya Chugunov	7	Pointer Place	19217 Gatlin Dr	Gaithersburg	MD	20879	165.00	Public Nuisance	
07-11-31-7029-00150-0230	Tetiana Urusenko & Samoylenko Ya	39	Ryan Drive	1853 Cropsey Ave Apt 4	Brooklyn	NY	11214	230.00	Public Nuisance	
07-11-31-7029-00200-0070	CHERYL HAWRYLUK	51	Ryan Dr	124 CEDAR CREST CIRCLE	LAKE CITY	FL	32114	\$370.00	Public Nuisance	
07-11-31-7029-00200-0090	Rui Da Silva	55	Ryan Drive	922 Grand View Ave	Union	NJ	07083	300.00	Public Nuisance	
07-11-31-7029-00390-0170	Li Hua	33	Ryberry Drive	14407 Sandford Ave.	Apt. 3G	Flushing	NY	11355	300.00	Public Nuisance
07-11-31-7029-00520-0290	Elsa & Skender Isaku	27	Ryker Lane	37305 Ryan Road	Sterling Heights	MI	48310	800.00	Public Nuisance	
07-11-31-7029-00600-0250	James & Valerie Gentile	12	Ryall Lane	PO Box 1059	West Babylon	NY	11704	230.00	Public Nuisance	
07-11-31-7029-00610-0070	LEONARDO, MARIO & OMAR M	18	Ryberry Drive	880 E. 38TH STREET	Hialeah	FL	33013	\$1,000.00	Public Nuisance	
07-11-31-7029-00630-0110	Winder Vi LLC	49	Ryarbor Drive	18305 Biscayne Blvd.	Suite 400	Aventura	FL	33160	230.00	Public Nuisance
07-11-31-7029-00670-0170	Robert Piech	92	Rymshaw Dr	1082 Bloor St	Mississauga Ontar Canada	L4Y 2N		200.00	Public Nuisance	
07-11-31-7029-00690-0010	Peter & Christine Polo C/O Kenneth	26	Rymson Lane	32633 Natural Bridge Rd	Wesley Chapel	FL	33543	600.00	Public Nuisance	
07-11-31-7029-00760-0160	James Terrell Jr	32	Rymshaw Drive	1250 East 69th St	Chicago	IL	60637	235.00	Public Nuisance	
07-11-31-7029-RP0B3-0000	MPC Lots LLC		Rear of 61 Ryecliffe Drive	2379 Beville Road	Daytona Beach	FL	32119	400.00	Public Nuisance	
07-11-31-7030-00060-0180	EQUITY TRUST CO FBO BRAD	36	Racmoor Dr	1 EQUITY WAY	valley Stream	OH	44145	\$400.00	Public Nuisance	
07-11-31-7030-00060-0210	Angelo & Yamilet Rodriguez	30	Racmoor Drive	501 74th Street Apt 1B	Miami Beach	FL	33141	500.00	Public Nuisance	
07-11-31-7030-00180-0090	Ignazio Amato	69	Raintree Place	5393 SW 90th Court	Miam	FL	33165	2,300.00	Public Nuisance	
07-11-31-7030-00310-0490	Svetlana & Oleksandr Kaplan	30	Radcliffe Drive	2730 W 33 St # 9-C	Brooklyn	NY	11224	230.00	Public Nuisance	
07-11-31-7030-00640-0070	William Bennett	2	Ranber Place	35 Woodhollow Lane	Palm Coast	FL	32164	200.00	Public Nuisance	
07-11-31-7030-00710-0030	Zeshan Khan	30	Ramblewood Drive	4119 14th Avenue S	Seattle	WA	98108	1,900.00	Public Nuisance	
07-11-31-7031-00110-0010	Funcoast Realty & Management LL	12	Ripley Lane	119 S Palmetto Ave	#154	Daytona Beach	FL	32114	600.00	Public Nuisance
07-11-31-7031-00380-0120	Milton Reed Jr & William Micael H	18	Richland Lane	18 Richland Lane	Palm Coast	FL	32164	825.00	Public Nuisance	
07-11-31-7031-00550-0040	Carleton Ellis III	7	Rivera Lane	5 Bray St	Gloucester	MA	01930	200.00	Public Nuisance	
07-11-31-7031-00570-0050	Elizabeth M Krawsek C/O Sandra M	56	Riviera Drive	2685 St Andrews Drive	Clearwater	FL	33761	235.00	Public Nuisance	

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07-11-31-7031-00580-0360	Yuriy & Polina Binder	31	Riverside Lane	239 Dunhams Corner Road		East Brunswick	NJ	08816	300.00	Public Nuisance
07-11-31-7031-00590-0010	Lloyd Washington	42	Riverside Lane	19 Sterling Place		Brooklyn	NY	11217	700.00	Public Nuisance
07-11-31-7032-00040-0140	Kenneth Panton	25	Round Thorn Drive	992 Summer Street	Apt 5B	Stanford	CT	06905	1,100.00	Public Nuisance
07-11-31-7032-00140-0190	Rolando & Haydee Stewart C/O Cri	4	Round Tree Drive	707 President St, Apt 432		Baltimore	MD	21202	230.00	Public Nuisance
07-11-31-7032-00330-0120	Luis & Setalynn Anderson	16	Rosepetal Lane	344 Old Plantation Dr		St. Augustine	FL	32086	300.00	Public Nuisance
07-11-31-7032-00420-0120	Eduardo Matos	2	Russell Drive	1919 McGraw Ave #11-B		Bronx	NY	10462	500.00	Public Nuisance
07-11-31-7032-00500-0230	Ramos Rene Ayala	9	Roxanne Lane	544 W 49th Street Apt 8		New York	NY	10019	230.00	Public Nuisance
07-11-31-7032-00650-0090	Miguel Alberto-Rodriguez & Carm	5	Rolling Sands Drive	812 Jose B Acevedo URB Los Maestros		Rio Piedras	PR	00923	500.00	Public Nuisance
07-11-31-7032-00660-0440	Vicki Shaw	43	Rolling Sands Drive	43 Rolling Sands Drive		Palm Coast	FL	32164	277.00	Public Nuisance
07-11-31-7032-00730-0270	Lorla Lock	15	Rolling Lane	13088 Troy Loop		Woodbridge	VA	22192	200.00	Public Nuisance
07-11-31-7032-00780-0240	Thomas McCarren	53	Rolling Fern Drive	PO Box 58462		Cincinnati	OH	45258	700.00	Public Nuisance
07-11-31-7032-00890-0080	MARIE ELIZABETH VILLANUE	8	Robin Hood Lane	850 N. DEWITT PLACE, APT 9A		Chicago	IL	60611	\$500.00	Public Nuisance
07-11-31-7033-00020-0030	Lena Morris & Clare Pinnock	14	Reine Place	PO Box 616		Odessa	FL	33556	230.00	Public Nuisance
07-11-31-7033-00140-0020	Marita Guzman	74	Red Mill Drive	38 Carolyn Court	Apt 906	Lake Zurich	IL	60047	600.00	Public Nuisance
07-11-31-7033-00190-0030	Eda B Martin	48	Regency Drive	120-7C Erskine Place		Bronx	NY	10475	2,025.00	Public Nuisance
07-11-31-7033-00240-0100	Hazel A Port C/O Walcutt	2	Reybury Lane	PO Box 69		Esopus	NY	12429	330.00	Public Nuisance
07-11-31-7033-00340-0180	Jessica Ferrari Cincas	14	Red Barn Drive	3805 Avenue Des Cerisiers		Brossard Quebec	Canada	J4Z3W	500.00	Public Nuisance
07-11-31-7033-00410-0150	PRABHA SATHY, TRUSTEE	51	Renshaw Drive	7115 NORTH HAMLIN		Lincolnwood	IL	60645	\$200.00	Public Nuisance
07-11-31-7033-00480-0250	American Estate&Trust FBO John	13	Renn Lane	6900 Westcliff Dr. Ste 603		Las Vegas	NV	89145	300.00	Public Nuisance
07-11-31-7034-00600-0020	Johann & Ruth Kurzawe	12	Ellwood Lane	Mosehuf 61 56073 Koblenz		GERMANY			300.00	Public Nuisance
07-11-31-7034-00860-0020	Elizabeth Thuy-Tien Nguyen	115	Evans Drive	15 N Highland Street		Arlington	VA	22201	1,200.00	Public Nuisance
07-11-31-7034-00910-0180	BANK OF NEW YORK	20	Ethel Lane	3217 S DECKER LAKE DRIVE		SALT LAKE CIT	UT	84118	165.00	Public Nuisance
07-11-31-7034-01160-0030	Lucien Pirard	18	Edgely Place	10 Bruyere Des Berlus	B-1472	Vieux Genappe	Belgium		200.00	Public Nuisance
07-11-31-7034-01290-0120	Chuck & Shi Fun Lam Yee	69	Edward Drive	6 Shuman Circle		Newton	MA	02459	500.00	Public Nuisance
07-11-31-7034-01310-0310	Philippe Jacques De Coster	83	Edward Drive	326 Avenue Brugmann		1180 Brussels	BELGIUM		900.00	Public Nuisance
07-11-31-7034-01600-0010	Edward Velasco	206	Eric Drive	2849 W Dickens		Chicago	IL	60647	300.00	Public Nuisance
07-11-31-7035-00050-0020	Lewis E III & Sandra Showers	18	Burning Place	18 Burning Pl		Palm Coast	FL	32137	330.00	Public Nuisance
07-11-31-7035-00070-0150	Pedro Jr & Norma Dannug	36	Bird of Paradise Dr	436 S Nova Rd	Lot #52	Ormond Beach	FL	32174	300.00	Public Nuisance
07-11-31-7035-00160-0020	Leonid Tserlin	92	Burning Bush Drive	6309 23rd Ave, Apt E6		Brooklyn	NY	11204	400.00	Public Nuisance
07-11-31-7035-00160-0080	Chi Mei Chan	80	Burning Bush Drive	2020 W 8th Street	1st Pl	Brooklyn	NY	11223	500.00	Public Nuisance
07-11-31-7035-00230-0320	Nelia Obenza, c/o Diana Obenza-Li	29	Burnaby Lane	1394 Bay Street		Staten Island	NY	10305	400.00	Public Nuisance
07-11-31-7035-00460-0070	Vadim Danilov	8	Bunker View Place	430 Ocean Pkwy.	Apt. 3G	Brooklyn	NY	11218	235.00	Public Nuisance
07-11-31-7035-00680-0060	Curtis Danzy Jr, Trustee	92	Buttonworth Drive	3414 W Arthington Street		Chicago	IL	60624	235.00	Public Nuisance
07-11-31-7035-00680-0100	Erlynn A Ardanas	84	Buttonworth Drive	1427 Good Ave		Park Ridge	IL	60068	235.00	Public Nuisance
07-11-31-7035-00700-0210	JAMES DUSSIAS	98	Burbank Dr	3635 SHAGBARK LN		Glen Ellyn	IL	60137	\$370.00	Public Nuisance
07-11-31-7035-01450-0110	FunCoast Realty & Management LI	195	Birchwood Drive	119 S Palmetto Ave.	#154	Daytona Beach	FL	32114	300.00	Public Nuisance
07-11-31-7035-01630-0080	ISB Construction	68	Birchwood Drive	107 Burroughs Drive		Palm Coast	FL	32137	230.00	Public Nuisance
07-11-31-7035-RP0E3-0000	MPC Lots LLC		Left of 22 Burnside Dr	2379 Beville Road		Daytona Beach	FL	32119	630.00	Public Nuisance
07-11-31-7037-00720-0100	Wilmington Savings Fund Society C	22	Lindsay Drive	2900 W Cypress Creek Rd	Ste 6	Fort Lauderdale	FL	33309	160.00	Public Nuisance
07-11-31-7037-00980-0050	Pamela Broadwood	6	Lake Place	63 Dee Banks		Chester, Nova Sco	Canada		1,100.00	Public Nuisance
07-11-31-7037-RP0G3-0000	MPC Lots LLC	46	Lancelot	2379 Beville Road		Daytona Beach	FL	32119	300.00	Public Nuisance
07-11-31-7057-00050-0180	Noel Hutchinson C/O Simone Basu	25	Utrillo Place	109 Lowry Crescent		Micham Surry	ENGLA	CR43N	500.00	Public Nuisance
07-11-31-7057-00110-0070	Ricardo Eugene Havill	10	Uvide Place	2832 NW 41 Place		Gainesville	FL	32605	400.00	Public Nuisance
07-11-31-7057-00200-0140	Genevieve & Elvira Corrales	9	Ulderleaf Court	95 Main Street	Apt. 2E	Sayreville	NJ	09972	400.00	Public Nuisance
07-11-31-7057-00500-0030	Mastropietro Kryatle	18	Unicorn Court	P.O. Box 2152		Pawtucket	RI	02861	1,330.00	Public Nuisance
07-11-31-7057-00670-0160	Teresa & William San Ramon	21	Ulster Court	78 Ramblewood Drive		Palm Coast	FL	32164	370.00	Public Nuisance
07-11-31-7057-00870-0080	Antonio & Gisela Creagh	59	Ullian Trail	8 White Oak Ridge Rd		Glen Hardner	NJ	08826	230.00	Public Nuisance

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07-11-31-7058-00110-0060	SW Property Holdings LLC		Right of 11 Seven Oaks Pl	2379 Beville Road	Daytona Beach	FL	32119	635.00	Public Nuisance
07-11-31-7058-00390-0020	De Garcia Haydee Maradey Et Al S	4	Sern Court	Resid Dana, Apto 2A, 2 Piso 2/ Ave, Entre 3y4 Trans Los Palos Grande	Venezuela			330.00	Public Nuisance
07-11-31-7058-00520-0130	Haydee Maradey DE Garcia & San	9	Sedan Place	Resid Dana, Apto 2A, 2 Piso 2/ Entre 374 Transv Uri Caracas	Venezuela			235.00	Public Nuisance
07-11-31-7059-00060-0030	Tannous Jean Pierre	5	Sca Trail	PO Box 21816	Dubai	UAE		670.00	Public Nuisance
07-11-31-7059-00230-0230	Adcilson Reis	41	Seaton Valley Path	30 Bush Ave	Port Chester	NY	10573-:	230.00	Public Nuisance
07-11-31-7059-00240-0350	SW Property Holdings LLC	15	Seathorn Path	2379 Beville Rd	Daytona Beach	FL	32119	700.00	Public Nuisance
07-11-31-7059-00240-0390	SW Property Holdings LLC	23	Seathorn Path	2379 Beville Rd	Daytona Beach	FL	32119	300.00	Public Nuisance
07-11-31-7059-00250-0060	Celeste & Jose Serrano	38	Seathorne Path	438 Poplar Street	Lancaster	PA	17603	235.00	Public Nuisance
07-11-31-7059-00320-0090	Joyce Ann Mastrangelo	131	Sca Trail	310 N Delaware Ave	No Massapequa	NY	11758	300.00	Public Nuisance
07-11-31-7059-00740-0030	Eric Opurt & Michelle Dulaney	5	Seward Trail W	5 Seward Trail West	Palm Coast	FL	32164	330.00	Public Nuisance
07-11-31-7060-00080-0060	Maronda Homes Inc	34	Shumber Path	5220 Shad Road Ste 202	Jacksonville	FL	32257	700.00	Public Nuisance
07-11-31-7060-00240-0040	John & Marion Fusco	12	Slippery Rock Place	3106 Wissman Avenue	Bronx	NY	10465	500.00	Public Nuisance
07-11-31-7060-00260-0010	SW Property Holdings LLC		Left of 8 Slocum Path	2379 Beville Road	Daytona Beach	FL	32119	230.00	Public Nuisance
07-11-31-7060-00260-0030	Palm Coast Land Management LLC	6	Slocum Path	7205 Pebblecreek Road	West Bloomfield	MI	48322	360.00	Public Nuisance
07-11-31-7060-00270-0120	Wjh LLC	34	Slocum Path	3300 Battleground Avenue STE 230	Greensboro	NC	27410	700.00	Public Nuisance
07-11-31-7060-00420-0170	RUBY & DOREEN IRONS	13	Squadron Place	18 Rame Close	London	ENGLA SW18 3		\$350.00	Public Nuisance
07-11-31-7060-00420-0190	SCOTT & TRACIE BARNETT	17	Squadron Place	53 OLD SELDEN STAGE ROAD	Selden	NY	11784	\$600.00	Public Nuisance
07-11-31-7063-00020-0080	Sun State Custom Builder	6	Zorlou Court	946 Shadick Dr	Orange City	FL	32763	435.00	Public Nuisance
07-11-31-7063-00030-0210	Jennifer Clarke	9	Zoffler Court	7605 Glenwood Rd	Brooklyn	NY	11236	400.00	Public Nuisance
07-11-31-7063-00130-0050	John & Virginia Greene	11	Zodiacal Place	1172 Nathan Drive	Coulmbus	OH	43204	435.00	Public Nuisance
07-11-31-7063-00130-0070	7 Zociacal Place Trust	7	Zodiacal Place	PO Box 692	Interlachen	FL	32148	660.00	Public Nuisance
07-11-31-7063-00160-0030	Philip Classi C/O John Marino	20	Zonal Geranium Court	4 Greenway	Roslyn	NY	11576	400.00	Public Nuisance
07-11-31-7063-00320-0010	Cathy Clayton	14	Zammer Court	14 Zammer Ct	Palm Coast	FL	32164	495.00	Public Nuisance
07-11-31-7063-00620-0010	Maria Susi-Cenko Trustee	26	Zephyr Lily Trail	1973 Bayswater Dr	Columbus	OH	43235	750.00	Public Nuisance
07-11-31-7063-00740-0190	Kenneth L. Vanderschaaf	18	Zealand Place	18 Zealand Place	Palm Coast	FL	32164	660.00	Public Nuisance
07-11-31-7064-00050-0060	Aliena T Gianan	29	Lloshire Path	2329 N Merimac	Chicago	IL	60639	370.00	Public Nuisance
07-11-31-7064-00130-0109	Carlos A & Maria A Ramos	10	Rolland Lane	230 Somersset Street	W Hartford	CT	06110	1,500.00	Public Nuisance
07-11-31-7064-00200-0110	FLAGLER PCP LLC		Left OF 2 Lloleeta Path	7287 WILSON BLVD	Jacksonville	FL	32210	\$300.00	Public Nuisance
07-11-31-7064-00210-0120	Edward C Leonard	6	Lloshire Path	755 N Ridgewood Ave	Ormond Beach	FL	32174	300.00	Public Nuisance
07-11-31-7064-00220-0010	Deborah Winker	17	Lloshire Path	7716 Ligonier Court	Orlando	FL	32819	330.00	Public Nuisance
07-11-31-7064-00320-0060	Joseph & Mroseanna M. Maffei	23	Llestone Path	2 W Baybrook Lane	Oak Brook	IL	60523	300.00	Public Nuisance
07-11-31-7064-RPOC5-0000	MPC LOTS LLC		Rear Or 9 Llowick Court	2379 Beville Road	Daytona Beach	FL	32119	\$300.00	Public Nuisance
07-11-31-7065-00120-0030	Artur & Galina Yashayeva	4	Kafan Court	6400 Winderest Drive Apt 321	Plano	TX	75024	800.00	Public Nuisance
07-11-31-7065-00150-0050	Marjorie Abbott	20	Kashmir Trail	PO Box 305498 Pnh 253	St. Thomas	USVI	00803	300.00	Public Nuisance
07-11-31-7065-00180-0180	Ourania Pappas	85	Kashmir Trail	650 78th St	Brooklyn	NY	11209	200.00	Public Nuisance
07-11-31-7065-00300-0060	MICHELLE MIGUEL	11	Kaywood Place	PO BOX 51242	New Bedford	MA	51242	\$600.00	Public Nuisance
07-11-31-7065-00400-0050	Kan-Lin Yen c/o Christine Chen	49	Kathleen Trail	415 E. North Water Street #1101	Chicago	IL	60611	1,200.00	Public Nuisance
07-11-31-7081-00230-0170	Doris L Wanmaker	48	Blakemore Drive	2863 Hunter Mill Rd	Oakton	VA	22124	660.00	Public Nuisance
20-12-31-0650-000A0-0012	JTL Grand Landings Development LLC		Rear of 6 Llosee Court	16475 Dallas Parkway Suite 1600	Dallas	TX	75248	600.00	Public Nuisance
29-10-31-5540-00000-0680	Marlborough Pension Trustees Limi	22	Sabal Bend	Albert House South Esplanade	St Peter Port	Guernse	GY13A	800.00	Public Nuisance

\$120,676.00



## City of Palm Coast, Florida Agenda Item

Agenda Date : 08/21/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	3992	<b>Account</b>
<b>Subject</b>	RESOLUTION 2018-XX APPROVING THE OLD KINGS ROAD SPECIAL ASSESSMENT ROLL TO BE TRANSMITTED TO THE FLAGLER COUNTY TAX COLLECTOR	
<b>Background :</b> <b><u>UPDATE FROM THE AUGUST 14, 2018 WORKSHOP</u></b> This item was heard by City Council at their August 14, 2018 Workshop. There were no changes suggested to this item.  <b><u>ORIGINAL BACKGROUND FROM THE AUGUST 14, 2018 WORKSHOP</u></b> The Old Kings Road Special Assessment District was established by Ordinance 2005-10 in order to provide a funding mechanism, through property tax assessments, to fund four-laning improvements to Old Kings Road from Palm Coast Parkway to SR 100. This Resolution provides for the annual assessment roll to be included on the 2018 Real Estate Tax Bills to be issued in October/November 2018.		
<b>Recommended Action :</b> Adopt Resolution 2018-xx approving the Old Kings Road Special Assessment roll to be transmitted to the Flagler County Tax Collector.		

**RESOLUTION 2018-\_\_\_\_**  
**OLD KINGS ROAD SPECIAL ASSESSMENT**

**A RESOLUTION OF THE CITY COUNCIL OF PALM COAST, FLORIDA, APPROVING THE FISCAL YEAR 2018-19 NON-AD VALOREM ASSESSMENT ROLL FOR THE OLD KINGS ROAD SPECIAL ASSESSMENT DISTRICT; DIRECTING CERTIFICATION OF THE ASSESSMENT ROLL TO THE FLAGLER COUNTY TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1. AUTHORITY.** This resolution of the City Council (the "City Council") of the City of Palm Coast, Florida (the "City") is adopted pursuant to City Ordinance No. 2005-10 (as amended and supplemented from time to time, and particularly as supplemented by Ordinance No. 2008-09, the "Assessment Ordinance"), City Resolution Nos. 2008-97, 2009-01 and 2013-77 (collectively, the "Assessment Resolutions"), Sections 166.021, 166.041 and 197.3632, Florida Statutes, and other applicable provisions of law.

**SECTION 2. DEFINITIONS.** This Resolution is the Annual Assessment Resolution for the Old Kings Road Special Assessment District (the "District") for the Fiscal Year commencing October 1, 2018 ("Fiscal Year 2018-19"). All capitalized terms not otherwise defined herein shall have the meanings defined in the Assessment Ordinance and the Assessment Resolutions.

**SECTION 3. FINDINGS.** It is hereby ascertained, determined and declared as follows:

(A) The City Council adopted the Assessment Resolutions to provide for the construction of certain improvements to Old Kings Road within the Old Kings Road Special Assessment District and the funding of such improvements through

Assessments imposed upon the real property specially benefited thereby.

(B) As provided in the Assessments Resolutions, any Assessment which is not paid in full at the option of the property owner shall be collected in not more than thirty (30) annual installments in accordance with the Uniform Assessment Collection Act which authorizes collection of non-ad valorem assessments on the annual property tax bill mailed by the Tax Collector each November.

(C) Pursuant to Section 2.08 of the Assessment Ordinance, the City Council is required to adopt an Annual Assessment Resolution during its budget adoption process each year to approve the list of Tax Parcels subject to the Assessments and the dollar amount of the annual installment to be collected on the forthcoming property tax bill (the "Assessment Roll").

(D) The City Council wishes to hereby approve the Fiscal Year 2018-19 Assessment Roll for the Old Kings Road Special Assessment District and to direct certification of same to the Tax Collector for collection of the annual installments of the Assessments on the property tax bill to be mailed in November, 2018.

(E) The Assessments are imposed by the City Council, not the Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed solely as ministerial.

#### **SECTION 4. APPROVAL AND CERTIFICATION OF ASSESSMENT ROLL.**

(A) The Fiscal Year 2018-19 Assessment Roll for the Old Kings Road Special Assessment District, a copy of which is file with the City Clerk and incorporated herein by reference, is hereby confirmed and approved.

(B) The City Manager is hereby authorized and directed to certify the foregoing Assessment Roll to the Tax Collector prior to September 15, 2018. The Assessment Roll as delivered to the Tax Collector shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as

Appendix A.

**SECTION 5. SEVERABILITY.** If any clause, section, or other part of this resolution shall be held by any court of competent jurisdiction unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affects the validity of the other provisions in this resolution.

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

**DULY ADOPTED** this 21st day of August, 2018.

**ATTEST**

**CITY OF PALM COAST, FLORIDA**

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Virginia A. Smith, City Clerk

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Milissa Holland, Mayor

**APPENDIX A - FORM OF  
CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that I am the City Manager or authorized agent of Palm Coast, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the Old Kings Road Special Assessment District (the "Non-Ad Valorem Assessment Roll") is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Flagler County Tax Collector by September 15, 2018.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Flagler County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this \_\_\_\_ day of \_\_\_\_\_ 2018.

**PALM COAST, FLORIDA**

By: \_\_\_\_\_  
Authorized Agent

Current Owner	Tax Parcel ID #	Mailing Street Address	Mailing City, State, Zp	Units	Annual Assessment
MAN 110, LLC	18113157000000000A0	4370 La Jolla Village Drive, #650	San Diego, CA 92122	1.420	\$650.36
MAN 110, LLC	1811315700000000010	4370 La Jolla Village Drive, #650	San Diego, CA 92122	3.820	\$1,749.56
MAN 110, LLC	1811315700000000020	4370 La Jolla Village Drive, #650	San Diego, CA 92122	2.880	\$1,319.04
MAN 110, LLC	1811315700000000030	4370 La Jolla Village Drive, #650	San Diego, CA 92122	2.760	\$1,264.08
MAN 110, LLC	1811315700000000040	4370 La Jolla Village Drive, #650	San Diego, CA 92122	3.400	\$1,557.20
MAN 110, LLC	1811315700000000050	4370 La Jolla Village Drive, #650	San Diego, CA 92122	3.820	\$1,749.56
MAN 110, LLC	1811315700000000060	4370 La Jolla Village Drive, #650	San Diego, CA 92122	3.950	\$1,809.10
MAN 110, LLC	1811315700000000070	4370 La Jolla Village Drive, #650	San Diego, CA 92122	4.310	\$1,973.98
MAN 110, LLC	1811315700000000080	4370 La Jolla Village Drive, #650	San Diego, CA 92122	3.810	\$1,744.98
FLAGLER PIONEER GROUP LLC	0512310000010100000	1425 Ocean Shore Blvd, Unit 901	Ormond Beach , FL 32176	0.910	\$416.78
FLAGLER PIONEER GROUP LLC	3912310000010100055	1425 Ocean Shore Blvd, Unit 901	Ormond Beach , FL 32176	3.500	\$1,603.00
FLAGLER PIONEER GROUP LLC	3912310000010100056	1425 Ocean Shore Blvd, Unit 901	Ormond Beach , FL 32176	28.000	\$12,824.00
FLAGLER PIONEER GROUP LLC	0912310000020100014	1425 Ocean Shore Blvd, Unit 901	Ormond Beach , FL 32176	6.300	\$2,885.40
FLAGLER PIONEER GROUP LLC	0412310000040300014	1425 Ocean Shore Blvd, Unit 901	Ormond Beach , FL 32176	25.710	\$11,775.18
HEARTWOOD 4 LLC	0412310000040300000	401 East Las Olas Blvd, Suite 800	Fort Lauderdale, FL 33301	51.060	\$23,385.48
HEARTWOOD 4 LLC	3912310000010100050	401 East Las Olas Blvd, Suite 800	Fort Lauderdale, FL 33301	121.030	\$55,431.74
HEARTWOOD 4 LLC	4012310000010100010	401 East Las Olas Blvd, Suite 800	Fort Lauderdale, FL 33301	70.090	\$32,101.22
RACETRAC PETROLEUM INC	3912313380000000080	200 Galleria Pkwy Ste 900	Atlanta, GA 30339	3.216	\$1,472.93
HILL INVESTMENT ASSOCIATES LLLP	3912313380000000090	1840 Brandon Hall Drive	Dunwoody, GA 30350	1.045	\$478.61
Gc Wen FL LLC	3912313380000000100	133 Sevilla Ave	Coral Gables, FL 33134	1.045	\$478.61
KINGS POINTE DEVELOPERS LLC	3912313380000000010	1425 Ocean Shore Blvd, Unit 901	Ormond Beach , FL 32176	1.280	\$586.24
KINGS POINTE DEVELOPERS LLC	3912313380000000020	1425 Ocean Shore Blvd, Unit 901	Ormond Beach , FL 32176	1.070	\$490.06
KINGS POINTE OFFICES LLC	3912313380000000030	151 Southhall Lane, #300	Maitland, FL 32751	1.067	\$488.69
KINGS POINTE DEVELOPERS LLC	3912313380000000040	1425 Ocean Shore Blvd, Unit 901	Ormond Beach , FL 32176	1.070	\$490.06
KINGS POINTE DEVELOPERS LLC	3912313380000000050	1425 Ocean Shore Blvd, Unit 901	Ormond Beach , FL 32176	1.070	\$490.06
KINGS POINTE DEVELOPERS LLC	3912313380000000060	1425 Ocean Shore Blvd, Unit 901	Ormond Beach , FL 32176	1.150	\$526.70
KINGS POINTE DEVELOPERS LLC	39123133800000000110	1425 Ocean Shore Blvd, Unit 901	Ormond Beach , FL 32176	1.889	\$865.16
KINGS POINTE DEVELOPERS LLC	39123133800000000120	1425 Ocean Shore Blvd, Unit 901	Ormond Beach , FL 32176	4.640	\$2,125.12
LA JOLLA COVE LLC & SPAN LLC	2911310000010100061	1 Mauchly	Irvine, CA 92618	14.700	\$6,732.60
LA JOLLA COVE LLC & SPAN LLC	3211310000010100021	1 Mauchly	Irvine, CA 92618	8.620	\$3,947.96
Palm Coast Holdings, Inc.	2011310000010300000	30 W Superior Street	Duluth, MN 55803	18.905	\$8,658.44
Palm Coast Holdings, Inc.	3211310000010200000	30 W Superior Street	Duluth, MN 55803	30.142	\$13,804.85
Palm Coast Holdings, Inc.	1811310000020100080	30 W Superior Street	Duluth, MN 55803	5.741	\$2,629.24
Palm Coast Holdings, Inc.	0711317081RPOA40000	30 W Superior Street	Duluth, MN 55803	2.558	\$1,171.56
Palm Coast Holdings, Inc.	0412311300000100000	30 W Superior Street	Duluth, MN 55803	0.754	\$345.29
Palm Coast Holdings, Inc.	2011310000010200000	30 W Superior Street	Duluth, MN 55803	80.975	\$37,086.73
Florida Landmark Communities LLC	3211310000030400010	30 W Superior Street	Duluth, MN 55803	64.938	\$29,741.70
Florida Landmark Communities LLC	0512315855000000070	30 W Superior Street	Duluth, MN 55803	18.889	\$8,650.93
Palm Coast Holdings, Inc.	0512310650000A00018	30 W Superior Street	Duluth, MN 55803	26.883	\$12,312.37
Palm Coast Holdings, Inc.	2911310000010100050	30 W Superior Street	Duluth, MN 55803	16.904	\$7,741.94
Town Centre East LLC	3211313620000000010	PO BOX 3120	Winter Park, FL 32790-3120	2.586	\$1,184.25
Town Centre East LLC	3211313620000000020	PO BOX 3120	Winter Park, FL 32790-3120	2.328	\$1,066.00
Town Centre East LLC	3211313620000000030	PO BOX 3120	Winter Park, FL 32790-3120	6.538	\$2,994.59
Town Centre East LLC	3211313620000000040	PO BOX 3120	Winter Park, FL 32790-3120	5.728	\$2,623.33
Town Centre East LLC	3211313620000000050	PO BOX 3120	Winter Park, FL 32790-3120	6.865	\$3,144.08
Town Centre East LLC	3211313620000000060	PO BOX 3120	Winter Park, FL 32790-3120	15.457	\$7,079.21
WAL-MART STORES EAST LP	3912310000010100051	1301 SE 10th Street, Store #4212-00	Bentonville, AR 72716-8013	30.190	\$13,827.02
TOTAL				715.011	\$327,474.99

# City of Palm Coast, Florida

## Agenda Item

Agenda Date:: 08/21/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	4114	<b>Account</b>
		<b>#</b>
<b>Subject</b>	RESOLUTION 2018-XX APPROVING A MODIFICATION TO THE AGREEMENT WITH THE UNIVERSITY OF CENTRAL FLORIDA FOR THE BUSINESS ASSISTANCE CENTER	
<b>Background :</b> In April 2011, the City Council approved a Grant Agreement with the Florida Small Business Development Center (FSBDC) at the University of Central Florida (UCF) to provide services at the Business Assistance Center (BAC). The BAC is a key part of the City’s economic growth strategies and is aimed at assisting existing and new businesses. The BAC has been the friendly face of the City for businesses by providing exceptional information/resources and helping in navigating governmental regulations.  Since 2011, the BAC has delivered results with the BAC clients investing over \$32 million in our community. For every \$1 invested in the BAC, \$67 has been invested back into our community.  As part of the annual goal setting and budget approval, City Council reaffirmed the City’s commitment to the Business Assistance Center. The attached resolution and agreement continues our relationship with the FSBDC at UCF to provide these important services. The City’s funding, when combined with Federal and State funding commitments by FSBDC, maintains the staffing level of two full-time equivalent Certified Business Analysts and a full time program assistant.  In December 2017, City Council approved the existing contract for \$76,491 for the 2017-2018 year, which expires on September 30, 2018. This modification includes a 3% increase for a total cost of \$78,785 for the 2018-2019 year.		
<b>Recommended Action :</b> Adopt Resolution 2018-XX approving a modification to the agreement with the University of Central Florida for the Business Assistance Center.		

**RESOLUTION 2018-\_\_\_\_**  
**MODIFICATION TO THE**  
**ANNUAL GRANT AGREEMENT FOR SERVICES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A MODIFICATION TO THE ANNUAL GRANT AGREEMENT FOR SERVICES RELATED TO THE BUSINESS ASSISTANCE CENTER WITH THE UNIVERSITY OF CENTRAL FLORIDA; AUTHORIZING THE CITY MANAGER, OR DESIGNEE TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City currently has an agreement with the University of Central Florida (UCF) for services relating to the City’s Business Assistance Center; and

**WHEREAS**, the parties agree to modify the terms and conditions of the existing Agreement.

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

**SECTION 1. APPROVAL OF MODIFICATION TO THE GRANT SERVICES AGREEMENT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the modification to the Grant Services Agreement, as attached hereto and incorporated herein as reference by 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 ADOPTED** by the City Council of the City of Palm Coast, Florida, on the 21st day of September 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Attachment:

Exhibit "A" – Grant Agreement for Services with the University of Central Florida

Approved as to form and legality

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



## Office of Research and Commercialization

### Modification No. 01 to the Fixed Price Agreement effective October 1, 2017

Agency: **City of Palm Coast**  
Modification No. **01**  
UCF Project No.: **61078020**

#### *Type of Modification:*

<input checked="" type="checkbox"/> Change in Project Period or Budget Period	<input type="checkbox"/> Change in Special Conditions
<input type="checkbox"/> Change in Budget Categories	<input checked="" type="checkbox"/> Change in Funding Amount
<input type="checkbox"/> Change in Scope of Work	<input type="checkbox"/> Other

The parties to this Agreement hereby agree to the following revisions. Only the articles, paragraphs, and sections referenced below are hereby modified, and all other provisions of the Agreement remain unchanged.

#### Description:

*Section 1 – Term is hereby deleted in its entirety and replaced with the following:*

- 1.1 UCF will perform the Services described in Exhibit A (which is incorporated in this Agreement by reference), beginning on October 1, 2017 (“Effective Date”) and continuing through the earlier of **September 30, 2019** or until work is completed (“Termination Date”).

*Section 2.1 is modified to include the following:*

Subject to the terms of this Section 2, Sponsor agrees to pay UCF **Seventy Eight Thousand Seven Hundred Eighty Five and 00/100 U.S. Dollars (\$78,785)** (“Fixed Price Amount”) for the Services. Sponsor agrees to make an advance payment of **Thirty Nine Thousand Three Hundred Ninety Two and 50/100 U.S. Dollars (\$39,392.50)** to UCF upon receipt of invoice dated October 1, 2018. The second payment of **Thirty Nine Thousand Three Hundred Ninety Two and 50/100 U.S. Dollars (\$39,392.50)** is due upon receipt of invoice dated April 1, 2019.

#### **Acceptance and Agreement:**

The above-referenced modifications are hereby incorporated into the Agreement. All other terms and conditions of the Agreement remain unchanged.

[\*\*\* Intentionally Blank \*\*\*]

CITY OF PALM COAST

THE UNIVERISTY OF CENTRAL FLORIDA  
BOARD OF TRUSTEES

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Mindy Solivan

Title: \_\_\_\_\_

Title: Assistant Director

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

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

## City of Palm Coast, Florida Agenda Item

Agenda Date: 08/21/2018

<b>Department</b>	ADMINISTRATIVE SERVICES	<b>Amount</b>
<b>Item Key</b>	3781	<b>Account</b>
<b>Subject</b>	RESOLUTION 2018-XX APPROVING AN INNOVATION PARTNERSHIP AGREEMENT WITH COASTAL CLOUD TO DEVELOP A “311” CITIZEN ENGAGEMENT NUMBER AND APP	
<b>Background :</b> <b><u>UPDATE FROM THE AUGUST 14, 2018 WORKSHOP</u></b> City Council heard this item at their August 14, 2018 Workshop. Staff. There were no changes suggested to this item. Staff has attached a resolution for Council’s consideration to approve the innovation partnership agreement with Coastal Cloud to develop a “311” citizen engagement number and app.  <b><u>ORIGINAL BACKGROUND FROM THE AUGUST 14, 2018 WORKSHOP</u></b> More recently, innovation, technology and entrepreneurship have been key focuses for City Council and City staff. Great momentum is forming around these focuses and are starting to build upon an ‘entrepreneurial ecosystem’ for Palm Coast. In building this thriving ecosystem, the City has made significant headway with attending educational opportunities (e.g. ESHIP Summit), expanding upon Business Assistance Center initiatives and collaborating with local partners. One partner being Coastal Cloud with an innovative case study (see attached proposed agreement). Today’s presentation will give an update in all of these areas and seek City Council’s guidance on next steps.		
<b>Recommended Action :</b> Adopt Resolution 2018-XX approving an Innovation Partnership Agreement with Coastal Cloud.		

**RESOLUTION 2018-\_\_\_\_**  
**INNOVATION PARTNERSHIP AGREEMENT**  
**COASTAL CLOUD**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AN INNOVATION PARTNERHSIP AGREEMENT WITH COASTAL CLOUD TO DEVELOP A 311 SYSTEM, AUTHORIZING THE CITY MANAGER, OR DESIGNEE TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Coastal Cloud is a technology-based company that provides process, and technical expertise to design robust and maintainable solutions on a cloud-based platform that is accessible by the internet; and

**WHEREAS**, Coastal Cloud is looking to expand their footprint in the public sector; and

**WHEREAS**, Coastal Cloud seeks to better understand the challenges and opportunities in seeking solutions for a citizen facing 311 system to help expand their footprint in the public sector; and

**WHEREAS**, the City could benefit from Coastal experience and perspective in developmental technology solutions for future clients; and

**WHEREAS**, the City and Coastal Cloud have a unique opportunity to partner together and exchange knowledge to one another at no cost; and

**WHEREAS**, the partnership between the City and Coastal Cloud will further the shared goals of expanding the local economy and contributing to Palm reputation as a center for innovation and technology.

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

**SECTION 1. APPROVAL OF INNOVATION PARTNERSHIP AGREEMENT.**

The City Council hereby approves the terms and conditions of an Innovation Partnership Agreement with Coastal Cloud to enhance the City's technological advancement, as attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 2. AUTHORIZATION TO EXECUTE.** The Mayor is hereby authorized to execute the Innovation Partnership Agreement as depicted in Exhibit "A."

**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 21<sup>st</sup> day of August 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

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

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A – Innovation Partnership Agreement with Coastal Cloud

Approved as to form and legality

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

## **INNOVATION PARTNERSHIP AGREEMENT**

**THIS INNOVATION PARTNERSHIP AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_, 2018, by the **CITY OF PALM COAST, FLORIDA**, a municipal corporation (“City”) and Coastal Cloud.

### **RECITALS:**

**WHEREAS**, Coastal Cloud is a technology-based company that provides process, and technical expertise to design robust and maintainable solutions on a cloud-based platform that is accessible by the internet; and

**WHEREAS**, Coastal Cloud is looking to expand their footprint in the public sector; and

**WHEREAS**, the City is currently assessing solutions related to a 311 system that is citizen facing that could either integrate with current technology in use or replace existing technology; and

**WHEREAS**, Coastal Cloud seeks to better understand the City’s challenges and opportunities in seeking solutions for a citizen facing 311 system to help expand their footprint in the public sector; and

**WHEREAS**, the City could benefit from Coastal Cloud’s experience and perspective in developmental technology solutions for future clients; and

**WHEREAS**, the City and Coastal Cloud have a unique opportunity to partner together and exchange knowledge to one another at no cost; and

**WHEREAS**, the partnership between the City and Coastal Cloud will further the shared goals of expanding the local economy and contributing to Palm Coast’s reputation as a center for innovation and technology.

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein, and other good and valuable consideration which the parties agree has been exchanged and received, the parties agree as follows:

**1.0     Recitals.** The above recitals are true and accurate and are fully incorporated herein by reference.

**2.0     Commitments by Coastal Cloud**

**(a)** Agrees to participate in this partnership at its own cost and expense.

**(b)** Agrees to participate with City staff in the assessment of solutions related to a 311 system.

**(c)** Agrees to make recommendations to City staff for solutions related to a 311 system.

**(d)** Agrees to provide City staff with access to any 311 solutions developed by Coastal Coast for testing and/or trials periods at no cost to the City.

### **3.0 Commitments by City**

(a) Agrees to invite Coastal Cloud to participate with City staff in the assessment of solutions related to a 311 system.

(b) Agrees to share City insight, knowledge and expertise for research purposes to Coastal Cloud.

(c) Agrees to be available to Coastal Cloud representatives for research purposes.

(d) Agrees to test any 311 solutions developed by Coastal Cloud and provide feedback.

**4.0 Term; Completion Schedule.** This agreement shall commence on date stated above, and shall terminate one year after, unless extended in writing by either party upon notice. This Agreement may be extended only upon mutual written consent of the parties.

**5.0 Fees.** Both parties agree to offer services, insights and recommendations at no cost during the agreement terms. There are no fees for the services being provided under this Agreement.

**6.0 Ownership of documents.** Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials ("Materials") with respect to work performed under this Agreement shall vest with City, as provided herein. City shall obtain written authorization from Coastal Cloud prior to using any Materials for any other project. All work products that result from this Agreement, including system designs, report formats, computer programs, software configurations, system documentation, training materials and any other Materials with respect to work performed under this Agreement shall vest jointly with City and Coastal Cloud, as provided herein. Coastal Cloud reserves the right to utilize these work products on other Coastal Cloud client engagements. Coastal Cloud does not have a right to City data.

**7.0 Termination.** The City shall have the authority to terminate this Agreement, upon written notice to Coastal Cloud, for any reason whatsoever. Upon receipt of written notice of such termination by the City, Coastal Cloud shall promptly cease all services on this project, unless otherwise directed by City; and

(a) City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.

(b) The rights and remedy of the City and Coastal Cloud provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

**8.0 Compliance with Laws.** Coastal Cloud shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority regarding the location and continued operations of its business with the City.



- 9.0 Conflict of Interest.** Coastal Cloud warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Coastal Cloud further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Coastal Cloud shall promptly notify the City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement.
- 10.0 Non-Exclusive Agreement.** This Agreement is non-exclusive and both City and Coastal Cloud expressly reserves the right to contract with other entities for the same or similar services.
- 11.0 Rights and Obligations under Agreement.** By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.
- 12.0 Indemnification and Hold Harmless.** Coastal Cloud shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or violation of any relevant federal, state or municipal law or ordinance, or other cause in connection with the negligent, recklessness or intentional acts or omission of Coastal Cloud its employees, subcontractors or agents, or on account of the performance or character of the work, except for any such claim arising from the negligence or willful misconduct of the City, its officers, employees or agents. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Coastal Cloud from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- 13.0 Applicable Law and Venue.** This Agreement shall be construed under the laws of the State of Florida. Venue for any actions brought concerning this Agreement shall be Flagler County, Florida.
- 14.0 Public Records.** This Agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. Coastal Cloud shall:
1. Keep and maintain all public records required by the City to perform the services herein; and
  2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement; and
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of Coastal Cloud or keep and maintain public records required by the City to perform the services herein. If Coastal Cloud transfers all public records to the City upon completion of the Agreement, Coastal Cloud shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

All requests to inspect or copy public records relating to the Agreement shall be made directly to the City. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to the City. Failing to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Coastal Cloud shall fully indemnify and hold harmless the City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the failure to comply with these requirements.

QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES REGARDING THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, SHOULD BE DIRECTED TO THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, [VSMITH@PALMCOASTGOV.COM](mailto:VSMITH@PALMCOASTGOV.COM), 160 LAKE AVENUE, PALM COAST, FL 32164.

**IN WITNESS THEREOF**, this Agreement is entered into as of the day and year the last party signs this Agreement as stated below.

CITY OF PALM COAST, FLORIDA

By: \_\_\_\_\_  
JIM LANDON, CITY MANAGER

Date \_\_\_\_\_

COASTAL CLOUD

By: \_\_\_\_\_

Date \_\_\_\_\_

Name: \_\_\_\_\_

# City of Palm Coast, Florida

## Agenda Item

Agenda Date : 08/21/2018

<b>Department Item Key</b>	INFORMATION TECHNOLOGY 3578	<b>Amount Account</b>
<b>Subject</b>	RESOLUTION 2018-XX APPROVING AN OPTION AND GROUND LEASE AGREEMENT WITH DIAMOND TOWERS V LLC FOR CONSTRUCTION OF A TELECOMMUNICATIONS TOWER AT 1290 BELLE TERRE PKWY	

**Background :**  
**UPDATE FROM THE AUGUST 14, 2018 WORKSHOP**  
This item was heard by City Council at their August 14, 2018 Workshop. There were no changes suggested to this item. As discussed at the workshop, staff has added Section 26(g) to the draft lease agreement relating to Flex Net Advanced Meter Infrastructure. This addition is shown as underlining.

**ORIGINAL BACKGROUND FROM THE AUGUST 14, 2018 WORKSHOP**  
On May 1, 2017, City Council approved a contract with Diamond Towers for Telecommunications consulting to improve wireless coverage throughout the City of Palm Coast. The scope of services included developing a wireless master plan and attracting additional carriers to existing towers and developing new towers on potential sites identified in the wireless master plan. In exchange for these services, the City shares increased revenue generated from leases of existing towers and new towers, as outlined in the approved contract.

Diamond Towers V LLC has requested to lease City property located at 1290 Belle Terre Pkwy, (Tennis Center), for the purpose of constructing a 150-foot high, telecommunications facility (structure). The tower will be a monopole style tower with a full antennae array. This facility will have the capacity to accommodate at least four (4) carriers. This site is part of the approved Wireless Master Plan.

The new tower will replace the existing tower located on this site.

The terms of the lease agreement are consistent with the City Council approved contract with Diamond Towers. Some of the highlights are as follows:

1. Initial term will be five years with the option to extend for nine, five-year periods.
2. A Site Development Fee of \$12,500 shall be paid to the City upon the commencement of construction of the tower.
3. The city will continue to receive 100% of the revenue from the existing tower and 40% of any new recurring revenue generated by the new tower.
4. Diamond Towers V LLC will have access to the land to build a 150-foot structure and house ground equipment on the site.

**Recommended Action :**

Approve Resolution 2018-XX approving an Option and Ground Lease Agreement with Diamond Towers V LLC for construction of a telecommunications tower at 1290 Belle Terre Pkwy.

**RESOLUTION 2018 - \_\_\_\_**  
**OPTION AND GROUND LEASE AGREEMENT**  
**WITH DIAMOND TOWERS V LLC**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AN OPTION AND GROUND LEASE AGREEMENT WITH DIAMOND TOWERS V LLC FOR CONSTRUCTION OF A TELECOMMUNICATIONS TOWER AT 1290 BELLE TERRE PARKWAY; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast contracted with Diamond Towers V, LLC to improve wireless services in the City of Palm Coast; and

**WHEREAS**, Diamond Towers V, LLC desires to construct a monopole style tower facility at the 1290 Belle Terre Parkway which will have the potential to accommodate at least four carriers; and

**WHEREAS**, Diamond Towers V, LLC has expressed a desire to lease said property; and

**WHEREAS**, the City of Palm Coast desires to lease said land to Diamond Towers V, LLC for the construction of a wireless communication facility.

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

**SECTION 1. APPROVAL OF OPTION AND GROUND LEASE AGREEMENT.**

The City Council of the City of Palm Coast hereby approves the terms and conditions of the Option and Ground Lease Agreement with Diamond Towers V, LLC, 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 Option and Ground Lease 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 approved by the City Council of the City of Palm Coast, Florida, on this 5th day of June 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

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

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Attachments: Exhibit A-Option and Ground Lease Agr. 1290 Belle Terre Parkway

Approved as to form and legality

\_\_\_\_\_  
William E. Reischmann, Jr., Esquire  
City Attorney

**OPTION AND GROUND LEASE AGREEMENT**

**THIS OPTION AND GROUND LEASE AGREEMENT** (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_ (“Option Date”), between the **CITY OF PALM COAST** (“Optionor” or “Lessor” or “City”), at 160 Lake Avenue, Palm Coast, Florida, 32164, and **DIAMOND TOWERS V LLC** (“Optionee” or “Lessee”), a Delaware limited liability company, at 820 Morris Turnpike, Suite 104, Short Hills, NJ 07078. Collectively, the Optionor/Lessor and the Optionee/Lessee shall be referred to as the “Parties.”

1. **Grant of Option.** For good and valuable consideration and mutual promises, Optionor grants unto Optionee and its assigns, an exclusive and irrevocable option to lease (“Option”) a certain parcel of real property, at the City of Palm Coast Tennis Center located at approximately 1290 Belle Terre Pkwy, Palm Coast, FL 32164 (“Site”) as more particularly described in Exhibit “A,” attached and incorporated by reference.
2. **Option Initial Term.** The initial term of the Option is for six (6) months from the Option Date (“Option Initial Term”).
3. **Consideration for Option.** Consideration for the Option Initial Term is One Thousand and 00/100 Dollars (\$1,000.00) plus applicable taxes (“Option Consideration”) to be paid by the Optionee to the Optionor within fourteen (14) days of execution of this Agreement.
4. **Extension of Option.** This Option will be automatically extended by Optionee for each of two (2) additional six (6) month periods (“Option Renewal Term(s)”) unless Optionee notifies Optionor of its intent not to extend the Option. Additional consideration of One Thousand and 00/100 Dollars (\$1,000.00) is due within fourteen (14) days of the commencement of any Option Renewal Term.
5. **Exercise of Option.** Optionee may, at its sole discretion, exercise its option and commence the Lease, as hereinafter defined, by delivery of written notice to Optionor at any time during the Option Initial Term or any Option Renewal Term (the “Commencement Date”). The exercise of the Option may not be later than eighteen (18) months following the date of execution of this Agreement. Optionee must notify Optionor in writing, pursuant to Section 19 of the Lease below, of the recordation of the Memorandum of Lease (“MOL”). Upon Optionor’s receipt of Optionee’s notice of exercise of option and recording of the MOL, the terms of the Ground Lease (“Lease”), beginning on page 3 below, will govern the relationship of the Parties.
6. **Optionor’s Representations and Warranties.** As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee’s successors and assigns that:
  - (a) Optionor has good and marketable title to the Site, free and clear of all liens and encumbrances;
  - (b) Optionor has the authority to enter into and be bound by the terms of this Option;
  - (c) Optionor is not aware of any pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or

causes of action against Optionor which may otherwise affect Optionor's rights to the Site; and

(d) The Site is not subject to an option, lease, or other contract which may adversely affect Optionor's ability to fulfill its obligations under this Option, and Optionor covenants it will not enter into any contract which will affect the Site until this Option expires or is terminated by Optionee.

These representations and warranties will survive the exercise of the Option and the Term of the Lease.

7. **Inspections and Investigations.** Optionor grants to Optionee, its officers, agents, employees, and independent contractors, the right and privilege to enter upon the Site at any reasonable time after the Option Date and after obtaining written approval from Optionor (not to be unreasonably withheld, conditioned, or delayed), to perform site inspections, which may include test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Site. Optionor will provide Optionee with keys and access codes to the Site, if needed, for ingress and egress. The right to access the Site is for the limited purpose of evaluating the feasibility of the Site. Optionee is not an owner or operator of the land and will have no ownership or control of any portion of the Site prior to the execution of this Option. Optionee may not unreasonably interfere with Optionor's use of the Site in conducting these activities. Optionee has the right, at its cost and expense, and with written approval from Optionor (not to be unreasonably withheld, conditioned, or delayed), to have the Site surveyed and to obtain, from a title company of its choice, a title report of commitment for a leasehold and title policy covering the Site. Optionor will remove any survey or title defects that may adversely affect Optionee's leasehold title or its ability to mortgage the leasehold interest. In the event Optionor fails to cure any such defects, Optionee's sole remedy will be to declare this Option to be void and of no further effect, in which case there will be no further liability by Optionee to Optionor. Optionee will indemnify Optionor against all liability, damage, claim, cost and expense resulting from Optionee's exercise of this right of entry. Optionee agrees to restore the Site to substantially the same condition it was in prior to investigating.

8. **Further Acts.** Optionor will cooperate with Optionee in executing or filing of any documents necessary to protect Optionee's rights under this Option, to allow Optionee's use of the Site, and to affect the intent of this Option.

9. **Successors and Assigns.** This Option is binding upon and inures to the benefit of the Parties, their respective heirs, successors, personal representatives and assigns.

10. **Third-Party Beneficiaries.** This Option benefits Optionor and Optionee only. It is not intended for the benefit of any other party.

11. **Assignability.** This Option shall not be assigned by any party except as follows: 1) Optionee may assign this Option or any portion thereof to an affiliate or subsidiary of Optionee in which subsidiary or affiliate of Optionee or Optionee's direct or indirect parent retains at least a fifty percent (50%) ownership, and shall provide prior written notice of such assignment to Optionor, 2) to a party who acquires a majority of the assets of Optionee, or 3) Optionee may grant a security interest in this Option and the Tower Facilities, and may assign this Option and the Tower Facilities to any such holders of security interests, including their successors and assigns



(hereinafter, collectively referred to as “Secured Parties”). In such event, Optionor shall execute such consent as may reasonably be required by Secured Parties. Optionee shall have the right, without Optionor's consent, to sublease or assign its rights under this Option and to permit any of its sublessees to in turn sublicense or sublease its interests, but any such sublease or assignment shall be subject to all terms and conditions of this Option. Upon assignment of all of its rights pursuant to this Option, and the execution of a written assumption of all of the terms and conditions of the Option by the assignee, Optionee shall be released from any further liability under this Option. Optionee shall have the right, without Optionor's consent, to sublease its rights under leases of Tower Facilities if allowed in the lease, but any such sublease shall be subject to all terms and conditions of this Option and the lease.

12. **Waiver of Claim.** Except as specifically provided in this Agreement, in no event will Optionor or Optionee be liable to the other for, and Optionee and Optionor each hereby waive the right to recover, incidental, consequential (including, but not limited to, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

13. Section 33, **Miscellaneous**, of the Lease, applies to this Option Agreement.

14. **Applicability of the Lease.** The terms of the Lease, beginning on Page 3, will be effective upon Optionee's exercise of this Option.

### **GROUND LEASE**

1. **Leased Premises.** Lessor will lease the property and grant a non-exclusive easement for ingress, egress and utilities for the duration of the Lease.

(a) The lease area is depicted in and attached hereto as Exhibit “A” (the “Leased Premises”).

(b) The Leased Premises will be utilized to construct, support and operate a wireless communications facility. The facility will include a communication tower, antennas, cables, and related structures and improvements. The Tower Facilities (defined below) will be in the locations shown in Exhibit "B". Lessee's utilization of the Leased Space must be consistent with Sections 5 and 8 of this Lease; and for only those other purposes which are ancillary and appurtenant to Tower Facilities, with Lessor's prior-written consent, which will not be unreasonably withheld, conditioned or delayed.

(c) Lessor owns an existing flagpole tower on the Leased Premises. (“Existing Tower”). Lessor and Lessee agree and acknowledge that on the Commencement Date of the Lease, Lessor shall assign its existing Verizon and T-Mobile leases (“Existing Tenant Leases”) on Lessor's Existing Tower to Lessee using the form of assignment agreement attached hereto as Exhibit “C.” Once assigned, Lessor will not have any responsibility under those Existing Tenant Leases.

2. **Initial Term.** The initial term of this Lease is five (5) years commencing on the Commencement Date, and terminating on the fifth (5<sup>th</sup>) anniversary of the Commencement Date (“Initial Term”). The Parties agree that a MOL, as defined above, a template of which is attached

as Exhibit "D," will be executed and recorded in the public records, setting forth the Lease Commencement Date and other matters. The Parties agree that Lessee will record the MOL in the public records. Lessee will notify Lessor in writing of the recordation of the MOL and Exercise of Option as noted in Section 19.

3. **Renewal Terms.** This Lease may be renewed for nine (9) additional five (5) year terms, ("Renewal Terms"). Each Renewal Term will be on the same terms and conditions as noted in this Lease. The Lease will automatically renew for each successive Renewal Terms unless Lessee notifies Lessor, one hundred twenty (120) days prior to the expiration of the Initial Term or the Renewal Term then in effect, of its intention not to renew the Lease. The Initial Term and any and all Renewal Terms shall hereinafter collectively be referred to as the "Term."

4. **Rent.** Commencing on the first (1<sup>st</sup>) day of the calendar month following the Commencement Date, Lessee will pay to Lessor the rent ("Rent") provided in the Rent Schedule attached as Exhibit "E," which will include applicable State, County and local sales, rent or use tax.

(a) Rent must be paid by the tenth (10<sup>th</sup>) day of each calendar month, and must be remitted to the address shown for Lessor in the Lease, or such other address as Lessor may direct by written notice to Lessee.

(b) If the Commencement Date, or the date of termination (the "Termination Date"), of this Lease is other than the first (1<sup>st</sup>) day of the month, rent will be prorated. If termination of this Lease occurs for any reason, other than for nonpayment of Rent, all Rent paid before the Termination Date for a period after the Termination Date, will be refunded to Lessee.

(c) Lessee shall pay Lessor a one-time payment of Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00) upon the commencement of construction of the Tower, as defined herein ("Site Development Fee").

5. **Use.**

(a) The Leased Premises may be used by Lessee for the transmission and receipt of wireless communication signals in all lawfully authorized frequencies using a Tower that is built to accommodate a minimum of four (4) broadband wireless cellular carriers.

(b) At its sole cost and expense, Lessee will construct and maintain a monopole telecommunications tower (the "Tower") consistent with Federal, State and local laws, and ordinances, including all building and safety codes, and the Wireless Master Plan, structural tower base(s), communications equipment, one or more buildings or equipment cabinets, radio transmitting and receiving antennas, personal property and related improvements and facilities as shown in the site plan, and the partially engineered construction drawings and photo simulations attached as Exhibit "B" (the "Tower Facilities"). The Tower shall be structurally designed and constructed to accommodate the collocation of at least two (2) new wireless carriers and the two (2) Existing Tenants from Lessor's "Existing Tower. Once all equipment belonging to the Existing Tenants are relocated from the Existing Tower to the Tower, Lessee shall remove the Existing Tower

at Lessee's sole cost and expense, including all subsurface material and the foundation to a depth of 18" below grade. Lessee's Tower Facilities will be subject to applicable permitting, laws, regulations and ordinances. The City will not issue a demolition permit for the Existing Tower until Lessee has obtained a Certificate of Completion (or the equivalent) for the new Tower Facilities.

(c) Lessee agrees that the Tower will comply with Federal Aviation Administration ("FAA") rules and regulations regarding lighting of the Tower.

(d) Lessee may construct additional improvements, demolish and reconstruct existing improvements, or restore, replace and reconfigure new or existing improvements during the term of this Lease on the Leased Premises provided it complies with this Lease, is consistent with the use allowed under this Lease, is located exclusively on the Leased Premises, and consistent with all applicable regulations, including building and safety codes.

(e) Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, licenses and permits required for Lessee's use of the Leased Premises and will provide those to Lessor (the "Governmental Approval").

6. **Lessor's Representation and Warranties.** Lessor represents and warrants that:

(a) To the best of its knowledge, Lessee's intended use as further detailed in Section 5 above, is not prohibited by covenants, restrictions, reciprocal easements, servitudes, subdivision rules or regulations;

(b) Lessor will not use, nor permit its lessees, licensees, invitees or agents to use, any portion of adjacent real property owned by Lessor which interferes with the wireless communications operation of Lessee;

(c) To the best of its knowledge, no Hazardous Materials, as defined below, have been generated, stored, disposed of or are present on or under the Leased Premises and the Easement(s) prior to the Commencement Date of this Lease;

(d) Lessor has the full right, power, and authority to execute this Lease;

(e) Lessor has good and marketable fee simple title to the Leased Premises and the Easement(s); and

(f) The Leased Premises constitutes a legal lot that may be leased without the need for any subdivision or platting approval.

7. **Lessee's Representations and Warranties.** Lessee represents and warrants that:

(a) Lessee will not operate, or allow its tenants to operate any frequencies that would interfere with any governmental or FAA frequencies or equipment, or emergency services frequencies or equipment;

- (b) All licensed contractors and subcontractors used by Lessee are authorized to work in the City of Palm Coast, Florida;
- (c) Lessee will keep current all licenses, permits, or certificates required for the operation and maintenance of the Leased Premises; and
- (d) Lessee is duly authorized to conduct business within the state of Florida.
- (e) Lessee shall keep the Tower and the Site free and clear of all mechanic's and materialmen's liens arising from or relating to the installation, repair, maintenance, or removal of the Lessee's Tower Facilities on or from the Tower or the Site and Lessee's structural enhancement of the Tower, if any, and for a one hundred twenty (120) day period after completion of the installation, repair, maintenance, or removal of the Lessee's Tower Facilities on or from the Tower or the Site or any structural enhancements to the Tower. If an installation, repair, maintenance, or removal of the Lessee's Tower Facilities on or from the Tower or the Site or structural enhancement of the Tower, Lessee shall cause any such lien to be bonded or discharged of record within sixty (60) days of being notified of the lien. If Lessee fails to bond or discharge the lien within such sixty (60) day period, Lessor, in addition to any other rights or remedies available at law or equity, shall have the right to discharge the lien by paying the amount claimed to be due or to bond the lien. Any amount paid by Lessor in discharging or bonding any lien together with all reasonable costs and expenses, including, without limitation, reasonable attorney's fees and costs, shall be immediately due and payable to Lessor upon demand from Lessor, and Lessee agrees to indemnify and hold harmless Lessor from all such amounts.
- (f) Lessee shall use commercially reasonable efforts to minimize interruptions and interference with Lessor's use of Lessor's adjacent property on the Site and with the Lessor's wireless facilities.
- (g) Lessee agrees not to bring or store hazardous material on the Leased Premises. The term "Hazardous Material" as used in this Lease shall include, without limitation, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCB's), and chemicals known to cause cancer or reproductive toxicity. Notwithstanding the foregoing, Lessee and/or Lessee's Tenants may install, operate and maintain, in accordance with applicable law, backup power generator(s) and ancillary above ground storage tanks for use during emergency situations.

8. **Improvements, Utilities, Access, Maintenance.**

- (a) Lessee may, at Lessee's expense, erect and maintain on the Leased Premises the Tower Facilities and other structures as further detailed in Section 5 above. The Tower Facilities are the exclusive property of the Lessee. Upon the completion of the construction of the Leased Premises, Tower and ancillary facilities on the Site, Lessee shall own and control all of the improvements, whether existing or new, on the Leased Premises located at the Site, as further described and depicted on Exhibit "A."

(b) Lessor grants Lessee a temporary construction easement in other real property owned by Lessor, as shown in the attached as Exhibit "F".

(c) Lessee may install utilities and improve present utilities on the Leased Premises (including but not limited to the installation of emergency power generators), at Lessee's expense. Lessee has the right to permanently place utilities on the Easement(s) as depicted on Exhibit "G", attached hereto and made a part hereof, to service the Leased Premises and Tower Facilities, except that emergency power generators may not be placed on the Easement(s) (but may be placed in the Lease Premises). If utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Easement(s), Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities (other than emergency power generators) on other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s), provided that such alternative locations are reasonably available, and acceptable to Lessor. In which case, Lessor will, upon Lessee's request, execute a separate written easement to be recorded by Lessee evidencing this right.

(i) Lessee must pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee may draw electricity and other utilities from the existing utilities on the Site through a separate meter or obtain separate utility service from any utility company that will provide service to the Site (including a standby power generator for Lessee's exclusive use). Lessor agrees to sign such documents or easements as required by the utility company to provide service to the Leased Premises.

(d) Lessee will, during this Lease, enjoy ingress, egress, and access from the Leased Premises to an open and improved public road which presently exists and under the easement attached as Exhibit "G" to this Agreement. If the public road ceases to exist, Lessor will grant, if reasonably available, an easement to Lessee in a form acceptable to the Parties, so Lessee and/or Lessee's sublessees and assigns may, at their own expense, construct a suitable private access drive to the Leased Premises. To the degree such access is only practical across other property owned by Lessor, Lessor will execute a non-exclusive easement in a form to be approved by the Parties evidencing this right. Lessor will not engage in activities on the Easement(s) that will interfere with Lessee, its licensees, invitees, sublessees, or agents' utilization of the Easement (s), and Lessee will not interfere with Lessor's use of the Easement(s). Such access will be provided twenty-four (24) hours per day, seven (7) days per week, except during City emergencies.

(e) After site plan approval, Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions to the Tower Facilities, and to trim, cut, and keep trimmed all tree limbs which may interfere with or fall upon Lessee's Tower Facilities and Easement(s) rights, with prior written notice to Lessor, and subject to Lessee obtaining all required permits.

(f) Lessee must maintain, at its own expense and in a manner consistent with good business practice, the Leased Premises in good overall appearance, repair and safe condition.

- (i) Lessee must repair all damages to the Leased Premises or Easement(s) caused by Lessee's employees, or agents. The quality of the repairs, replacements, and maintenance must be equivalent to the original in material and workmanship.
- (ii) All paint color and exterior signage, except for any paint color or signage required by applicable laws, regulations or permit conditions, must be submitted to and approved in writing by Lessor prior to application.
- (iii) Lessee must maintain the Tower and Tower Facilities in good working order and appearance and must maintain the structural integrity of the Tower, in accordance with all industry standards, and building and safety codes.
- (iv) In accordance with industry standards, Lessee shall perform all Electronic Industries Alliance/Telecommunications Industry Association inspections ("EIA/TIA Inspection") on the Tower Facilities. Lessee will provide copies of same reports to Lessor upon request. If Lessor determines (in Lessor's reasonable judgement) that there are safety or maintenance concerns on the Tower, at Lessor's full cost and expenses (and at no expense to Lessee and upon written notice by Lessor, Lessee shall perform an EIA/TIA Inspection of the Tower. In the event that such inspection shall detect a safety or maintenance deficiency on the Tower the Lessee shall (using commercially reasonable efforts) have thirty (30) days to cure all such deficiencies or the Lessor shall have the right to cure same. Any expenses (except the cost of an EIA/TIA Inspection) incurred by the Lessor in remedying such deficiencies on the Tower required to be performed by the Lessee may be recovered by Lessor.
- (v) Lessee must, at its own expense, keep the Leased Premises mowed and groomed and not allow the accumulation of trash or debris. The landscaping must be maintained in a manner consistent with the Lessee's site plan, City Codes, and good horticultural practices, and free of unsightly conditions.
- (vi) Interruptions. Lessor and Lessee agree that (subject to Lessor's negligence, gross negligence, or willful misconduct), Lessor shall have no responsibility or liability whatsoever for interruptions, disruptions, or failures in the Lessee's Tower Facilities or the operation of the Lessee's Tower Facilities including, without limitation, equipment failures, utility failures, structural failures, or otherwise. Lessor shall not give any unauthorized access to third parties to Lessee's Equipment; Lessor shall not be responsible to Lessee for any unauthorized access by third parties. In all maintenance, repair, or replacement work performed by the Parties on equipment located on the Tower or Leased Premises, both Parties shall take all reasonable steps to not interrupt or interfere with the operations of the other Party on the Site without the other Party's written agreement.

9. **Termination.** Except as otherwise provided, this Lease may be terminated with no penalty or further liability upon written notice as follows:

- (a) Upon thirty (30) days written notice by Lessee to Lessor, if Lessee cannot obtain

or maintain, despite commercially reasonable efforts, any license, permit or other Governmental Approval for the construction and operation of the Tower Facilities or Lessee's business;

(b) By Lessee, for any reason, upon one (1) year's advance written notice;

(c) By either Party upon default of any covenant or term, which default is not cured within forty-five (45) days of receipt of written notice of default (without however, limiting any other rights available to the Parties under any other provisions). However, if the defaulting party commences efforts to cure the default within such period and diligently pursues curing of the default to completion within a reasonable time period, the non-defaulting Party may not declare a default;

(d) So long as Lessee is not diligently pursuing a cure of the below defaults (within a reasonable time period), Lessor may terminate this Lease, upon 30 days written notice to Lessee, if:

(i) Lessee defaults in the payment of Rent, other charges or expenses, or any installment which has not been paid within thirty (30) days after Lessor's written notice to Lessee that payment is due;

(ii) Lessee files a voluntary petition in bankruptcy; or proceedings in bankruptcy are instituted against Lessee and Lessee is adjudicated bankrupt under such proceedings;

(iii) A receiver or trustee is appointed over the property of Lessee; or

(iv) A levy is issued or entered against leasehold interests of Lessee. or

(e) Three years from the date that Lessee's last sublessee vacates (terminates the sublease and removes all equipment from Tower Facilities) or three years from the date of Lessee's most recent rent payment to Lessor, whichever is later, if Lessor desires to terminate this agreement, Lessor shall provide Lessee with one hundred and twenty (120) days ("Notice Period") prior written notice ("Notice"). If during the Notice Period a new sublessee signs a sublease, or Lessee is actively engaged in acquiring a new sublessee, Lessor's Notice shall be invalidated and this Agreement shall continue in full force and effect.

10. **Surrender.**

(a) Upon termination or expiration of this Lease, Lessee will:

(i) Within one hundred twenty (120) days, remove the Tower Facilities, including the subsurface level and the foundation, and all other personal property and improvements which Lessee has installed on the Leased Premises and Easement(s) (except for portions of foundations greater than eighteen inches (18") below ground level);

- (ii) Peaceably and quietly deliver possession of the Leased Premises to Lessor; and
  - (iii) Repair, at its sole cost, damage to the Leased Premises or adjacent land owned by Lessor due to Lessee's removal of its equipment or personal property to Lessor's reasonable satisfaction.
- (b) Upon a termination by Lessor pursuant to Section 9(d), Lessor will have the right at its option and with thirty (30) days prior written notice to Lessee of the termination to:
- (i) Remove Lessee and anyone claiming rights to the Leased Premises by summary proceedings or by any other lawful manner;
  - (ii) Repossess and enjoy the Leased Premises; and
  - (iii) Recover immediately from Lessee:
    - 1. Unpaid rent;
    - 2. Rent for the remainder of the then current Lease term, reduced to present value; and
    - 3. Any other damages caused by or resulting from the termination of the Lease.

NOTE: The rights of Lessor are cumulative. The exercise of rights under this Section will not exclude other rights and remedies authorized by law. No waiver by Lessor will operate as a waiver of any future default. Lessee expressly waives any right of redemption under any laws if Lessee is evicted or dispossessed for any cause.

11. **Removal Bond.** Lessee will provide Lessor with a copy of a construction or removal bond procured by Lessee in the amount of Thirty Thousand and 00/100 Dollars (\$30,000.00), naming Lessor as obligee thereunder, which bond may be used by Lessor toward the reasonable cost of removing and storing any Tower Facilities not removed by Lessee upon the expiration or termination of this Agreement and restoring the Lease Premises. Lessee will be obligated to timely pay required bond premiums in order to ensure that the bond remains in full force and effect during the Term and any Renewal Term of this Agreement, until such time as Lessee's obligations to remove the Tower Facilities and make any repairs to the extent required under this Agreement are satisfied.

12. **Sublessee's Improvements.** Lessee's sublessee(s) may modify and erect additional improvements on the Leased Premises, including antennas, dishes, cabling, additional storage buildings or equipment shelters as are reasonably required for the operation and maintenance of the communications equipment. The Lessee's sublessee(s) have rights of ingress and egress to the Leased Premises and to install utilities to and on the Leased Premises and Easement(s) as if they were the Lessee under this Lease, pursuant to the terms of this Lease and the easements attached as exhibits. Said sublessee(s) are subject to all terms and conditions of this Lease and its exhibits, and must be credit worthy and fully licensed. All sublessees must sign the agreement attached as Exhibit "E," agreeing to be bound by the terms of the Lease.



13. **Permits.** Lessee must acquire and keep current all licenses, permits, and certificates (City, County, State and Federal) required for the conduct of its activities at the Leased Premises. Lessee agrees not to allow any of the licenses, permits, or certificates to become delinquent.

14. **Compliance with Laws.** Lessee must, at its own expense, and at no expense to Lessor, materially comply with all laws, regulations, rules, ordinances, and requirements (enacted or may be enacted during this Lease) of the City, County, State and Federal authorities and agencies, which affect this Lease, the land granted by this Lease, and any improvements or operations on the Leased Premises. These include all lawful rules and regulations relating to Stormwater Pollution, Spill Prevention Control, and Countermeasure Program, and building and safety codes which may be promulgated by Lessor. Nothing in this Lease may be deemed to create an affirmative duty of Lessor to abrogate its sovereign right to exercise its police powers which includes the power to act under its zoning and land use codes.

15. **Destruction of Premises.** If the Leased Premises or the Tower Facilities are destroyed or damaged, to the extent that they hinder the effective use of the Tower Facilities in Lessee's judgment, based on reasonable standards used by similar types of businesses, Lessee may elect to terminate this Lease in full as of the date of the damage or destruction by notifying the Lessor in writing. All rights and obligations of Lessee to Lessor and vice versa will cease as of the date of the damage or destruction, except for Lessee's obligation to remove Lessee's improvements; pay any Rent due up to that date; and any other provisions of this Lease that may survive the termination of this Lease. Lessee will be entitled to the reimbursement of any Rent prepaid by Lessee.

16. **Condemnation.** If a condemning authority takes all of the Leased Premises or Easement(s), or a portion sufficient to render the Leased Premises or Easement(s), in the opinion of the Lessee, using reasonably acceptable standards for the profession, unsuitable for uses consistent with Section 5, this Lease will terminate as of the date the title vests in the condemning authority. Lessee may file its own claims against the condemning authority for the value of its Tower Facilities, moving expenses, prepaid rent and business dislocation expenses. A sale of all or part of the Leased Premises or Easement(s) to a purchaser with the power of eminent domain, in the face of the exercise of eminent domain power, will be treated as a taking by condemnation.

17. **Insurance.** Lessee must purchase and maintain in full force and effect throughout the term of this Lease insurance pursuant to Exhibit "H" attached hereto.

18. **Lessee's Environmental Covenants and Indemnity.** As used in this Lease, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is, or becomes designated as such, including those designated as a hazardous substance under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act and the Clean Water Act.

(a) During the term of this Lease, Lessee must ensure the presence, use, ~~storage~~ and disposal of any Hazardous Material, on or under the Leased Premises by Lessee, its agents, employees, business invitees, contractors or sublessees, comply with all laws, rules, regulations and orders. Lessee may not install or permit the installation of any underground storage tanks on the Leased Premises.

(b) Lessee, its grantees, successors, and assigns will indemnify, defend, reimburse and hold harmless Lessor from and against environmental damages caused by the presence of Hazardous Materials on the Leased Premises in violation of any applicable environmental laws and arising as the result of Lessee's activities after the execution of this Agreement. The warranty and indemnity of Lessor described in this Section will survive the termination of this Lease.

19. **Notices.** All notices required or permitted under this Lease must be in writing and are deemed effective upon personal delivery to a Party's employee, or upon certified U.S. Mail with return receipt signed by a Party's employee, or via overnight delivery upon signature receipt of a Party's employee. Such notices must be addressed to the Party at the addresses shown below, or at such other address or addresses as either Party designates to the other in writing under this Section:

As to Lessor: City of Palm Coast  
Attn: IT Department and City Manager  
160 Lake Avenue  
Palm Coast, Florida 32164  
(386) 986-3735  
(386) 986-4775 fax

As to Lessee: Diamond Towers V LLC  
Attn: Lease Administration  
820 Morris Turnpike, Suite 104  
Short Hills, NJ 07078

20. **Warranties, Covenants, and Guarantees.** Lessor makes no warranty, guarantee, or covenant of any nature, including covenants of quiet enjoyment, title or averment, or any warranty or representation concerning the condition of the Leased Premises. Lessor will not be responsible for any loss, damage, or costs which may be incurred by Lessee by any such condition. Lessee must take the Site and Leased Premises in as-is condition. Lessor will provide a bill of sale to the Lessee for the Existing Tower.

21. (RESERVED)

22. **Assignments and Subleases.** This Agreement shall not be assigned by any party except :  
1) Lessee may assign this Agreement or any portion thereof to an affiliate or subsidiary of Lessee in which subsidiary or affiliate Lessee or Lessee's direct or indirect parent retains at least a fifty percent (50%) ownership, and shall provide prior written notice of such assignment to Lessor, 2) to a party who acquires a majority of the assets of Lessee, or 3) Lessee may grant a security interest in this Agreement and the Tower Facilities, and may assign this Agreement and the Tower Facilities to any such holders of security interests, including their successors and assigns (hereinafter, collectively referred to as "Secured Parties"). In such event, Lessor shall execute such consent as may reasonably be required by Secured Parties. Lessee shall have the right, without Lessor's consent, to sublease its rights under this Agreement and to permit any of its sublessees to in turn sublicense or sublease its interests, but any such sublease or assignment shall

be subject to all terms and conditions of this Agreement. Upon assignment of all of its rights pursuant to this Agreement, and the execution of a written assumption of all of the terms and conditions of the Agreement by the assignee Lessee shall be released from any further liability under this Agreement. Lessee shall have the right, without Lessor's consent, to sublease its rights under leases of Tower Facilities if allowed in the lease, but any such sublease shall be subject to all terms and conditions of this Agreement and the lease.

23. **Successors and Assigns.** This Lease runs with the Leased Premises described on Exhibit "A" and is binding upon and inure to the benefit of the Parties, their respective heirs, successors, personal representatives, and assigns.

24. **Waiver of Incidental and Consequential Damages.** Except as specifically provided in this Agreement, in no event will Lessor or Lessee be liable to the other for, and Lessee and Lessor each hereby waive the right to recover incidental, consequential (including, but not limited to, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

25. **Certifications.** Either Party may request, in writing, that the other Party certify information to a prospective mortgagee or purchaser. Such certification:

- (a) Must be transmitted within ten (10) days after receipt of a written request;
- (b) May be relied upon by the Party requesting it;
- (c) Is binding on the Party executing it; and
- (d) May include:
  - (i) the validity, force and effect of this Lease;
  - (ii) the extent to which this Lease has been supplemented or amended;
  - (iii) the existence of any default;
  - (iv) the existence of any offsets, counter-claims or defenses by the other Party;
  - (v) the commencement and expiration dates of the term;
  - (vi) any prepaid rent; and
  - (vii) any other matter as may reasonably be requested.

26. **Site Requirements.** Lessee agrees that:

- (a) It will conduct its operation on the Leased Premises in strict compliance with this Lease and with the rules and regulations of the City of Palm Coast and all other governmental agencies.

(b) It will transact its business in such a manner as to develop and maintain the good will and active interest of those enjoying the use of the Site and who have or may have occasion to use its facilities or to come into relations with the Site.

(c) It will not use nor permit the use of the Leased Premises for any unlawful or immoral purpose.

(d) It will not permit a nuisance to be created on the Leased Premises.

(e) It will prevent any use of the Leased Premises that would interfere with or adversely affect the operation or maintenance of the Site, or otherwise constitute a hazard.

(f) It will design the Structures so as not to interfere with City's Emergency Services, and so that the City's Emergency Services, including fire, police, rescue, emergency management, 911 and related personnel, will have space on the Tower and within the Leased Space, to support and facilitate, at a minimum:

(i) Up to three (3) DB-810 or equivalent antennas;

(ii) Up to three (3) one and five eighths inch (1-5/8") transmission lines for an 800 MHz radio repeater system, a P-25 system standard or any other emergency services equipment the Lessor may deem necessary for public safety; and

(iii) The City of Palm Coast's installation of equipment relating to tourism/marketing such as cameras or other observational or data gathering equipment. The exact height on the tower and location within the Leased Space will be determined at a later date. The Parties agree to enter into an Antenna Sublease Agreement prior to the Lessee installing any equipment on the Structures.

(iv) NOTE: The space allocated to the City for the installation of their equipment is subject to the following conditions:

1. The City's emergency services equipment may not exceed three (3) DB-810 or equivalent antennas and three (3) one and five eighths inch (1-5/8") transmission lines.
2. The space must be greater than one hundred (100) feet AGL and the antennas cannot be more than fifteen (15) vertical feet.
3. The ground space required for such equipment must be in a location that does not impede existing and reasonably anticipated future additional sublessees. Lessee will find a location to accommodate the equipment.
4. There is no monthly rent.
5. The cost of installing the equipment is at the sole cost of the Lessor.

(g) It will design the Structures to allow for other City wireless communication antennas and related equipment on the Tower and within the Leased Space, to support and facilitate, at a minimum:

(i) Vertically Polarized, Omni-Directional / 10 dBd or equivalent antennas;

(ii) Seven eights inch (7/8") foam dielectric LDF Series – 50-ohm Coaxial Cable for a 900 MHz PCS/MAS telemetry system or any other equipment the Lessor may deem necessary for its communications infrastructure; and

(iii) The exact height on the tower and location within the Leased Space will be determined at a later date. The Parties agree to enter into an Antenna Sublease Agreement prior to the Lessee installing any equipment on the Structures.

(iv) There is no monthly rent.

(v) The cost of installing the equipment is at the sole cost of the Lessor.

27. **Right of Lessor to Inspect Leased Premises.** Lessor or its representative may, upon twenty-four (24) hours' notice to, and accompanied by a representative of Lessee, enter the Leased Premises to examine it and for any other lawful purpose, although no notice is required in the event of a City emergency.

28. **Taxes.**

(a) If ad valorem taxes are assessed following any adjustment or reversal to the Sales and Use Tax Section 212.031 Florida Statutes whereby Lessee, as a renter of real property on which the following are placed: towers, antennas, cables, accessory structures, or equipment used in the provision of mobile communications services; is exempt from sales and use taxes, Lessee must pay the portion of taxes directly attributable to the Leased Premises.

(i) Lessor will provide to Lessee a copy of any notice, assessment, billing, pro-rata allocation calculation, if necessary, and any other documentation reasonably requested by Lessee to allow Lessee to evaluate the payment relating to ad valorem taxes for which Lessee is responsible under this Agreement within thirty (30) days of receipt of the same by Lessor.

(ii) Lessee will have no obligation to pay any ad valorem taxes until Lessee has received the notice, assessment or billing relating to such payment.

(iii) Lessee has the right, at its option and cost, to appeal, challenge or seek modification of any ad valorem tax assessment or billing for which Lessee is wholly or partly responsible for payment.

(iv) Lessor will reasonably cooperate with Lessee in filing, prosecuting and perfecting any appeal or challenge to ad valorem taxes including executing any consent to appeal or other similar document.

(b) Lessee must pay all personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities. Lessee must pay any increase in real property taxes levied against the Leased Premises directly attributable to Lessee's use of the Leased Premises. Lessor agrees to furnish proof and calculation, if necessary, of such increase to Lessee. Should Lessee fail to pay, when due, any personal property taxes affecting the Leased Premises or the Easement(s), Lessor may, but is not obligated to, pay the taxes and increase future installments of rent by the amount of taxes paid by Lessor on Lessee's behalf.

(c) NOTE: Lessor is a Florida Municipality and therefore, is a tax-exempt entity.

29. **Other Rights Reserved by Lessor.** Besides all other rights reserved by Lessor in the Leased Premises, Lessor expressly reserves the right of ingress and egress for Lessor and its designees over the Easement(s) and the Site, but specifically excluding the exclusive Leased Premises (except in the event of emergencies or with prior written consent of Lessee).

30. **Lien for Lessee Improvements.** Under Section 713.10, Florida Statutes, no interest of the Lessor will be subject to liens for improvements made by Lessee. Lessee must notify the contractor or subcontractor making improvements to the Leased Premises of this provision. The knowing or willful failure of Lessee to provide such notice to the contractor will render the contract between the Lessee and contractor voidable at the option of the contractor. No party, including materialmen, contractors, and subcontractors, may file a mechanic's or materialmen's lien, for performing labor or furnishing materials for the benefit of Lessee, to the Leased Premises. If a lien is filed, Lessee is obligated to:

(a) Within thirty (30) days of receipt of notice from Lessor of such lien, discharge, bond or otherwise remove the lien. Without obviating its obligation in the preceding sentence, Lessee may contest such lien by instituting appropriate legal proceedings;

(b) Indemnify, defend, and hold harmless Lessor, at Lessee's cost and expense, any action, suit, or proceeding which may be brought to enforce any such lien; and

(c) Pay any damages and attorney's fees incurred by Lessor and satisfactorily discharge any judgment entered.

Lessor will give Lessee notice of any such action, suit, or proceeding and Lessee may assert all defenses, counterclaims, offsets or any other claim of any nature. The terms and provisions of this Section will survive the termination of this Lease.

31. **Responsibility of Lessee/Lessor.**

(a) Lessee is in control or possession only of portions of the Site as noted in Exhibit "A." Lessee does not assume responsibility for the conduct, operation, or condition of portions of the Site not included within the terms of this Lease.

(b) Lessor is not responsible for the actions of Lessee, its employees, agents, contractors, or subcontractors. Lessee will indemnify and hold harmless Lessor against all liabilities, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, appeals and causes of action, including reasonable attorney's fees and costs, arising out of Lessee's negligent or intentional acts or omissions with respect to the Leased Premises (except for injuries, damages or claims which result from the negligence of the Lessor). Lessee must promptly reimburse Lessor for any proration of insurance as required.

32. **Further Acts.** Lessor will cooperate with Lessee in executing any documents to protect Lessee's use of the Leased Premises and Easement(s) and to take such action as may be reasonably required to implement this Lease. Lessor will cooperate with and join in filing any applications on behalf of Lessee with Federal, State and local governmental authorities to enable Lessee to perpetuate the intended use of the Leased Premises.

33. **Miscellaneous.**

(a) The substantially prevailing party in any litigation arising under this Lease will be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) Each Party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease and its exhibits constitutes the entire agreement and understanding of Lessor and Lessee regarding the subject of this Agreement, and supersedes all offers, negotiations and other agreements. There are no other representations or understandings of any kind. Any amendments to the Lease must be in writing and executed by Lessor and Lessee.

(d) If either Lessor or Lessee is represented by a broker in this transaction, that Party is responsible for any fees due such broker and must hold the other Party harmless from any claims for commission.

(e) This Lease is construed under the laws of the state of Florida. Venue will be in the courts of Flagler County, Florida, and for federal actions, in Orlando, Florida. In the event of any dispute, the parties agree to waive all rights to demand a jury trial.

(f) If any term of this Lease is void or invalid, such invalidity will not affect the remaining terms of this Lease, which will continue in full force and effect.

(g) This Lease may be executed in two or more counterparts, all of which will be one and the same agreement and will become effective when one or more counterparts have been signed by each of the Parties.

(h) Each of the Parties represent and warrant they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.

(i) **Waiver of Compliance.** Any failure of Lessee to comply with any obligation, covenant, agreement or condition herein may be expressly waived by Lessor, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

34. **Indemnification.** Lessee agrees to protect, defend, reimburse, indemnify and hold harmless Lessor, its agents, employees and officers (the “Indemnified Parties”), against all claims, causes of actions, liabilities, expenses, losses, costs, fines and damages, including reasonable attorneys’ fees at trial and on appeal, to the extent allowed by law, arising out of this Lease, and Lessee’s negligent or intentional acts or omissions with respect to the Leased Premises, Site, or Easements, excluding injuries caused by the negligent or willful misconduct of the Indemnified Parties. This Section also applies to claims arising out of contamination caused to the Site after the Commencement Date by the negligent or intentional acts or omissions of Lessee, its agents, or employees, including contamination of the soil or storm water by fuel, gas, chemicals, or other substances deemed by the Environmental Protection Agency to be environmental contaminants. Nothing in this Lease may be construed as a waiver of Lessor’s limitation of liability as noted in Section 768.28(5), Florida Statutes.

35. **Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

**IN WITNESS WHEREOF**, this Agreement is entered into the date first written above.

**OPTIONOR/LESSOR:**

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

CITY OF PALM COAST, FLORIDA

By: Draft Only – Not for Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**OPTIONEE/LESSEE:**

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

DIAMOND TOWERS V LLC

By: Draft Only – Not for Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



DRAFT

## EXHIBIT "A"

### Description of Real Property

SITUATED IN THE COUNTY OF FLAGLER, STATE OF FLORIDA:

PARENT PARCEL:

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER (1/4) OF GOVERNMENT SECTION 6, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF BEGINNING BEING THE INTERSECTION OF THE NORTHEAST CORNER OF THE SUBDIVISION PLAT EASTHAMPTON SECTION 34 SEMINOLE WOODS AT PALM COAST, MAP BOOK 11, PAGES 30 THROUGH 49 AS RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY AND THE EASTERLY RIGHT OF WAY LINE OF BELLE TERRE PARKWAY (124' R/W); THENCE DEPARTING SAID RIGHT OF WAY LINE NORTH 89°15'49" EAST A DISTANCE OF 2457.39 FEET; THENCE SOUTH 00°44'11" EAST A DISTANCE OF 2015.00 FEET; THENCE SOUTH 89°15'49" WEST A DISTANCE OF 2810.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID BELLE TERRE PARKWAY; THENCE NORTH 24°08'08" EAST ALONG EASTERLY RIGHT OF WAY LINE A DISTANCE OF 590.50 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT (CONCAVE NORTHWESTERLY) HAVING A CENTRAL ANGLE OF 24°52'19", A RADIUS OF 1124.00 FEET, AN ARC LENGTH OF 487.92 FEET, A CHORD BEARING OF NORTH 11°41'59" EAST AND A CHORD DISTANCE OF 484.10 FEET; THENCE DEPARTING EASTERLY RIGHT OF WAY LINE NORTH 89°15'49" EAST A DISTANCE OF 876.27 FEET; THENCE NORTH 00°44'11" WEST A DISTANCE OF 596.53 FEET; THENCE SOUTH 89°15'49" WEST A DISTANCE OF 876.27 FEET TO THE SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 00°44'11" WEST ALONG THE EASTERLY RIGHT OF WAY LINE A DISTANCE OF 410.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 104.83 ACRES MORE OR LESS.

LESS AND EXCEPT:

THE FOLLOWING LEGAL DESCRIPTION WAS PREPARED BY CLYDE W. ROESCH, PALM COAST ENGINEERING AND DESIGN SERVICES, INC., DATED AUGUST 23, 1991:

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER (1/4) OF GOVERNMENT SECTION 6, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHEAST BOUNDARY CORNER OF THE SUBDIVISION PLAT EASTHAMPTON SECTION 34 PALM COAST, MAP BOOK 11, PAGES 30 THROUGH 49, THENCE SOUTH 00°44'11" EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF BELLE TERRE PARKWAY (124' R/W) A DISTANCE OF 410.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, THENCE DEPARTING SAID RIGHT OF WAY NORTH 89°15'49" EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF AN EASEMENT TO FLORIDA POWER AND LIGHT CO., A DISTANCE OF 876.27 FEET, THENCE DEPARTING SAID EASEMENT SOUTH 00°44'11" EAST A DISTANCE OF 596.53 FEET, THENCE

Page 20 of 49

SOUTH 89°15'49" WEST A DISTANCE OF 876.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID BELLE TEREE PARKWAY, THENCE NORTH 00°44'11" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 596.53 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 12.0000 ACRES MORE OR LESS.

BEARINGS REFER TO THE TRANSVERSE MERCATOR GRID SYSTEM OF THE EAST ZONE OF FLORIDA.

LESS AND EXCEPT:

THAT PORTION OF THE PROPERTY AS CONVEYED TO FLORIDA LANDMARK COMMUNITIES, INC., BY DEED RECORDED 01/03/2008, AS BOOK 1636, PAGE 897 OF THE FLAGLER COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE FOLLOWING LEGAL DESCRIPTION WAS PREPARED BY TOMOKA ENGINEERING, DAYTONA BEACH, FLORIDA, AUGUST 23, 2004. THE PROPERTY DESCRIBED IS SHOWN ON A SKETCH DRAWING PREPARED BY TOMOKA ENGINEERING, PROJECT NO. T1037FLCI-D, DRAWING REFERENCE NO. 1037-SL2, ORIGINAL ISSUE DATE AUGUST 23, 2004.

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER (1/4) OF GOVERNMENT SECTION 5, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA AS RECORDED IN MAP BOOK 640, PAGES 885-886 AND MAP BOOK 480, PAGE 559 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE INTERSECTION OF THE NORTHEAST CORNER OF THE SUBDIVISION PLAT EASTHAMPTON SECTION 34, SEMINOLE WOODS AT PALM COAST, MAP BOOK 11, PAGES 30-49 AS RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY AND THE EASTERLY RIGHT OF WAY LINE OF BELLE TERRE PARKWAY (124' R/W); THENCE DEPARTING SAID RIGHT OF WAY LINE N89°15'49" E FOR A DISTANCE OF 2457.39 FEET; THENCE S00°44'11" E FOR A DISTANCE OF 253.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE S00°44'11" E FOR A DISTANCE OF 1762.00 FEET TO A POINT; THENCE S89°15'49" W FOR A DISTANCE OF 2810.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID BELLE TERRE PARKWAY; THENCE N24°08'08" E ALONG THE EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 395.80 FEET; THENCE N89°15'49" E FOR A DISTANCE OF 711.58 FEET; THENCE N53°17'23" E FOR A DISTANCE OF 2386.72 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 53.617 ACRES, MORE OR LESS.

TAX I.D. NUMBER: 0612310000000A00014

BEING A PORTION OF THE PROPERTY CONVEYED TO CITY OF PALM COAST, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, GRANTEE, FROM FLAGLER COUNTY, FLORIDA, GRANTOR, BY DEED RECORDED 09/21/2001, AS BOOK 770, PAGE 36 OF THE FLAGLER COUNTY RECORDS.

**TOGETHER WITH A 12 ACRE PARCEL**

(OFFICIAL RECORD BOOK 770, PAGE 36)

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER (1/4) OF GOVERNMENT SECTION 6, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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PARCEL CONTAINING 12.0000 ACRES MORE OR LESS.

**LESS AND EXCEPT PARCEL**

(OFFICIAL RECORD BOOK 1636, PAGE 897)

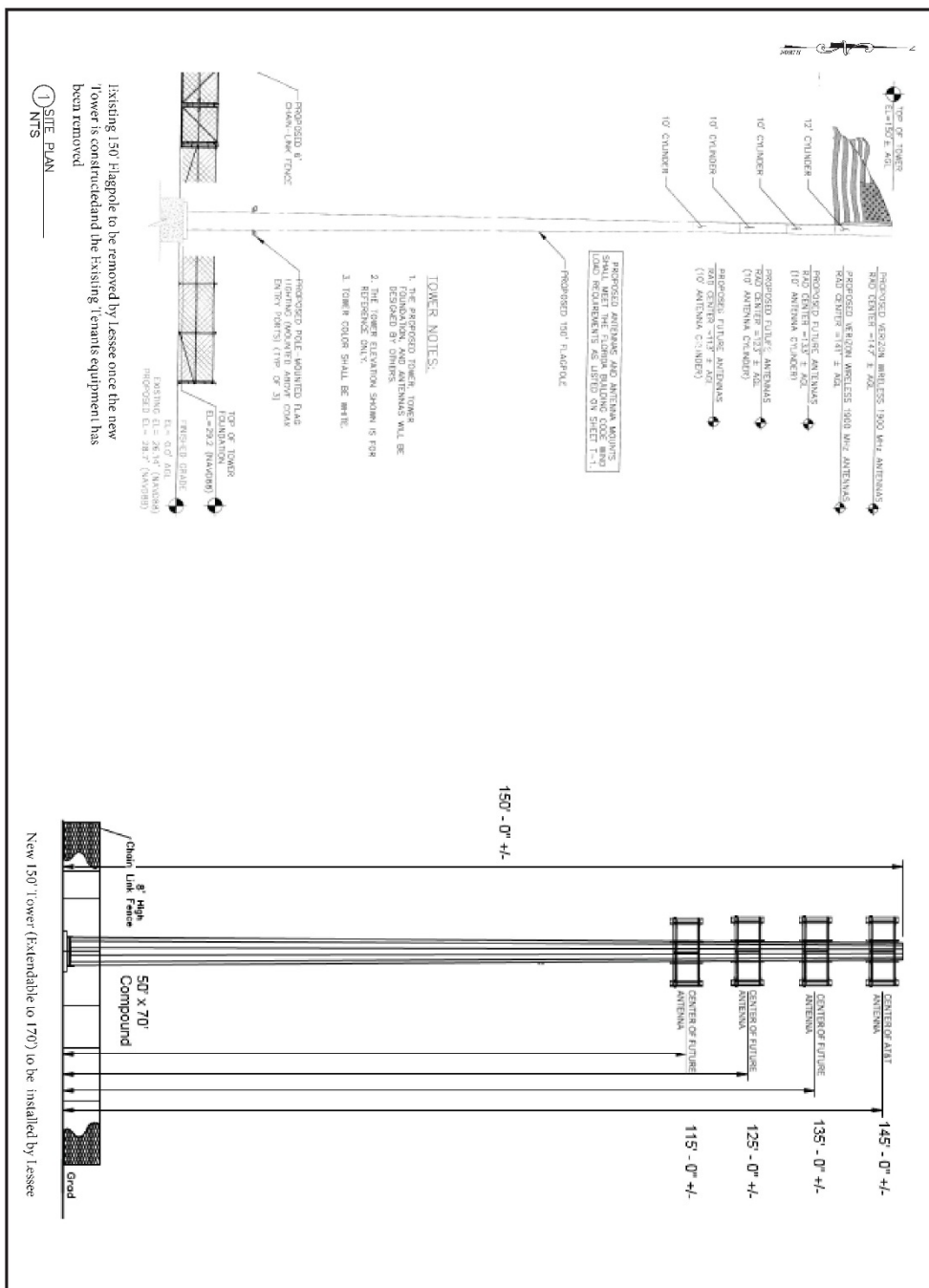
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## EXHIBIT "C"

### FORM OF PARTIAL ASSIGNMENT AGREEMENT TO SUBLESSEE

#### AGREEMENT OF SUBLESSEE

Under this Agreement of Assignee/Sublessee, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_  
("Assignee/Sublessee") acknowledges and agrees as follows:

1. Assignee/Sublessee acknowledges that Diamond Towers V LLC is transferring a portion of its interest in the Leased Premises to Assignee/Sublessee as reflected in Exhibit \_\_\_\_\_.

2. Assignee/Sublessee acknowledges that Diamond Towers V LLC and the City of Palm Coast, have entered into an Option and Ground Lease Agreement dated as of \_\_\_\_\_, 20\_\_ ("Agreement"), a copy of which is attached hereto as **Exhibit A**, which governs the Leased Premises and Easement(s). A Memorandum of Lease related to such Agreement is recorded in O.R. Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Flagler County, Florida. Assignee/Sublessee acknowledges having received a copy of said Agreement and understands all of the terms, provisions, conditions, and limitations of that Agreement.

3. In consideration for receiving the benefits of the transfer of a portion of the Leased Premises and the accompanying Easement(s) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignee/Sublessee agrees to be bound by all of the terms, provisions, conditions, and limitations of that Agreement as the same may apply to the Leased Premises and the accompanying Easement(s) owned by Diamond Towers V LLC or in which Diamond Towers V LLC may have an interest, including the condition that the undersigned Assignee/Sublessee obtained this same agreement from any subsequent Assignee/Sublessee.

4. Diamond Towers V LLC remains fully bound by the terms of the Agreement and all exhibits.

Exhibit Only – Not for Signature

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



**Exhibit A to Partial Assignment**

Agreement

[To be attached]

DRAFT

## EXHIBIT "D"

Site:

### MEMORANDUM OF LEASE

This Memorandum of Lease is made on \_\_\_\_\_, 201\_, by and between the CITY OF PALM COAST, as Lessor, at 160 Lake Avenue, Palm Coast, Florida, 32164, and DIAMOND TOWERS V LLC, as Lessee, at 820 Morris Turnpike, Suite 104, Short Hills, NJ 07078.

1. Lessor and Lessee are parties to an Option and Ground Lease Agreement dated \_\_\_\_\_, 201\_ (the "Agreement"); the terms and provisions of which are incorporated by this reference. The premises covered by the Agreement are in the \_\_\_\_\_, as described in the legal description attached as **Exhibit "A"** ("Leased Premises").
2. Under the Agreement, Lessor has granted to Lessee an easement for ingress, egress and utilities for the duration of the Agreement over those lands more particularly described on **Exhibit "B,"** as attached. The easement rights include the right and authority of Lessee to grant or assign to third parties all or some of the easement rights granted to Lessee, subject to the written consent of Lessor.
3. The Agreement provides for an initial term of five (5) years which commenced on \_\_\_\_\_. The Lease provides for nine (9) additional five (5) year renewal terms, which will occur automatically, unless Lessee delivers written notice of intent not to renew to Lessor thirty (30) days prior to the expiration of the initial term, or the renewal term then in effect.
4. Under Section 713.10, Florida Statutes, the Agreement provides that the interest of the Lessor is not subject to liens for improvements made by Lessee, and that Lessee must notify any contractor making such improvements of this provision of the Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Memorandum of Lease as of the date first written above.

**LESSOR:**

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

CITY OF PALM COAST, FLORIDA

By: Exhibit Only – Not for Signature

Name:

Title:

Date:

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

I, the undersigned Notary Public for the County and State, do certify that \_\_\_\_\_,  
as \_\_\_\_\_, appeared before me this day, and acknowledged the due execution of  
the foregoing instrument on behalf of the company.

WITNESS my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_ 201\_\_.

Notary Public: \_\_\_\_\_

Print Name: \_\_\_\_\_

*{affix notary stamp/seal}*

My Commission Expires: \_\_\_\_\_

**LESSEE:**

Witness:

DIAMOND TOWERS V LLC

\_\_\_\_\_

By: Exhibit Only – Not for Signature

Witness:

Name:

Title:

\_\_\_\_\_

Date:

STATE OF NEW JERSEY

)

) ss:

COUNTY OF ESSEX

)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Michael G. Brett personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public:

My Commission Expires: \_\_\_\_\_

## **EXHIBIT “E”**

### **Rent Schedule**

Notwithstanding anything to the contrary contained within Section 2 of the Wireless Facilities Contract by and between Lessee, successor in interest to Diamond Towers IV LLC, and Lessor dated May 12, 2017 (“Wireless Contract”), which is attached hereto as Exhibit “G” and made a part hereof, commencing on the Commencement Date and upon the assignment of the Existing Tenant Leases to Lessee, Lessee shall pay to Lessor one hundred percent (100%) of the then current rent owed by the Existing Tenants, pursuant to the Existing Tenant Leases in the amount of \$\_\_\_\_\_ along with escalation of \_\_\_\_\_ per year (“Base Rent”). Thereafter, Lessee shall pay the Base Rent on a monthly basis in accordance with this Agreement, provided the Existing Tenants continue to be installed on the Leased Premises. Any increases in revenue generated as a result of escalations and/or amendments to the Existing Tenant Leases to increase the Base Rent, subsequent to the Commencement Date and the assignment of the Existing Tenant Leases to Lessee, shall be paid to Lessor in accordance with Section 2(d) of the Wireless Contract. In the event that one or more of the Existing Tenants terminates their agreement with Lessee and removes its equipment from the Leased Premises, the Base Rent will be reduced by the amount attributable to such Existing Tenant.

In addition to the “Base Rent”, Lessee shall pay Lessor “Rent”, on a monthly basis during the Initial Term and any Renewal Terms, at a rate which is, in any particular month, equal to forty percent (40%) of the Gross Revenue. “Gross Revenue” means revenue collected by Lessee from any new sublessee(s), but specifically excluding the Existing Tenants, and not including: (i) any pass through or reimbursable payments made by Lessee’s sublessee(s) to Lessee with respect to taxes, (ii) any other direct expenses or any capital contributions made by Lessee relating to the necessary construction, modification or upgrade of the Tower Facilities, Leased Premises, Easements or the installation of the sublessee(s) equipment on the Tower Facilities, Leased Premises or Easements; and (iii) any other reimbursements of Lessee’s expenses made by Lessee’s sublessee(s) to Lessee. The “Base Rent” and “Rent” together will constitute the Total Rent due to Lessor. Total Rent is payable to the City of Palm Coast, Florida. Lessor must provide Lessee with an accurate and executed W-9 Form to facilitate payment.

DRAFT

EXHIBIT "F"  
[FORM OF TEMPORARY CONSTRUCTION EASEMENT]

Prepared by:  
Catherine D. Reischmann, Esq.  
Asst. City Attorney  
111 N. Orange Ave., Ste. 2000  
Orlando, FL 32801

Return to:  
Virginia A. Smith, CMC, CP  
City of Palm Coast  
160 Lake Avenue  
Palm Coast, Florida 32164

TAX I.D. NUMBER: 0612310000000A00014

**TEMPORARY CONSTRUCTION EASEMENT**

**THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** ("hereinafter "Easement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between **CITY OF PALM COAST, FLORIDA**, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, hereinafter referred to as the "City", and **DIAMOND TOWERS V LLC**, a Delaware limited liability company, at 820 Morris Turnpike, Suite 104, Short Hills, NJ 07078, hereinafter "Lessee".

**W I T N E S S E T H:**

**WHEREAS**, City is the owner of a tract of land described in and depicted on **Exhibit A**, attached hereto and made a part hereof (the "City Property"), and has leased a portion of that City Property to Lessee, as shown in Exhibit B (the "Leased Premises"; and

**WHEREAS**, Lessee requests a temporary non-exclusive construction easement from City to construct a cellular tower and related facilities over the area shown on **Exhibit B**;

**WHEREAS**, pursuant to the Lease Agreement between the parties, City wishes to convey a temporary construction easement over, under and across a portion of the City Property solely for the purposes set forth herein.

**NOW THEREFORE**, in consideration of the covenants contained in this Easement and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. The above referenced recitals are incorporated herein by this reference as true and correct.
2. City does hereby give, grant, bargain and release to the Lessee, a temporary, non-exclusive construction easement over, under and across a portion of the City Property as more fully described and depicted in **Exhibit B**, attached hereto and made a part hereof (the "Easement Area"), for the purpose of allowing Lessee to construct a Tower and Tower Facilities. Lessee,

at Lessee's sole cost and expense, shall have the right to enter upon the Easement Area in such a manner as may be reasonably necessary for the sole purpose as above written. This Easement shall expire upon the approval of completion of construction of the Tower and Tower Facilities by Lessee.

3. In no event shall Lessee use this Easement Area in a manner which, in City's sole discretion, interferes with City's use of City's Property. Lessee also covenants and agrees that the Easement will not be used for the erection of any temporary structures. Following termination of the Easement, Lessee shall provide City written release and extinguishment, in recordable form, of all Lessee's rights in and to the Easement.
4. Lessee agrees to use reasonable care in use of the Easement Area, and in the construction, installation, repair, replacement and maintenance of Tower and Tower Facilities, so as not to unreasonably disturb City's use of the City Property, which is operated as a Tennis Center. Lessee covenants and agrees to properly maintain the Easement Area and keep same in good order, free and clear from rubbish. Lessee further covenants and agrees that any City property damaged by Lessee's use of the Easement Area will be promptly replaced in accordance with City's specifications, at Lessee's sole cost and expense, and to City's satisfaction. Lessee shall not dig any open pits, trenches, borings or holes on or under the Easement Area.
5. Lessee, and Lessee's successors and assigns, shall indemnify, defend and hold harmless City from and against any and all losses, liabilities, claims, causes of action, damages, injuries, liens (including mechanic's liens and materialman's liens), expenses and costs, including without limitation reasonable attorney's fees of any settlement, judgment or claims of any and every kind whatsoever paid, incurred or suffered, in connection with any damage or liability to persons or property that might arise directly or indirectly during construction of Lessee's Tower and Tower Facilities, use of Lessee's improvements by Lessee, its members, suppliers, employees, and sublessees or anyone else using the such improvements, or use of the Easement Area. Lessee further agrees that Lessee shall, at all times during the duration of this Easement, maintain and pay for comprehensive general liability insurance affording protection to City and Lessee, and naming City as an additional insured on the policy or policies, for a combined bodily injury and property damage limit of liability not less than \$2,000,000.00 for each occurrence. Lessee further agrees, upon request, to deliver to City a certificate or certificates from an insurance company or insurance companies satisfactory to City evidencing the existence of such insurance and naming City as an additional insured.
6. Lessee shall require all subcontractors performing any work to comply with the covenants set forth in this Easement.
7. If Lessee defaults in the performance of any provision contained in this Easement, City may terminate this Easement following written notice and a fifteen (15) day period during which Lessee shall have the opportunity to cure such default to City's satisfaction.
8. This Easement may be executed in one or more counterparts (including by facsimile), all parties need not be signatories to the same documents, and all counterpart signed documents shall be deemed to be an original and one (1) instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument the day and year first written above.



WITNESSES:

CITY OF PALM COAST, FLORIDA

\_\_\_\_\_

(print)

\_\_\_\_\_

(print)

By: EXHIBIT ONLY -NOT FOR SIGNATURE

\_\_\_\_\_  
Jim Landon, City Manager

ATTEST:

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

STATE OF FLORIDA  
COUNTY OF FLAGLER

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

\_\_\_\_\_  
Notary Public – State of Florida

Print Name: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_

(print)

\_\_\_\_\_

(print)

**DIAMOND TOWERS V LLC**, a Delaware limited liability company

By: *EXHIBIT ONLY- NOT FOR SIGNATURE*

\_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by \_\_\_\_\_, the \_\_\_\_\_ of the DIAMOND TOWERS V LLC, a Delaware limited liability company (check one) ☐ who is personally known to me or ☐ who provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Print name: \_\_\_\_\_

My commission expires:

EXHIBIT A  
[CITY PROPERTY]

SITUATED IN THE COUNTY OF FLAGLER, STATE OF FLORIDA:

PARENT PARCEL:

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER (1/4) OF GOVERNMENT SECTION 6, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF BEGINNING BEING THE INTERSECTION OF THE NORTHEAST CORNER OF THE SUBDIVISION PLAT EASTHAMPTON SECTION 34 SEMINOLE WOODS AT PALM COAST, MAP BOOK 11, PAGES 30 THROUGH 49 AS RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY AND THE EASTERLY RIGHT OF WAY LINE OF BELLE TERRE PARKWAY (124' R/W); THENCE DEPARTING SAID RIGHT OF WAY LINE NORTH 89°15'49" EAST A DISTANCE OF 2457.39 FEET; THENCE SOUTH 00°44'11" EAST A DISTANCE OF 2015.00 FEET; THENCE SOUTH 89°15'49" WEST A DISTANCE OF 2810.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID BELLE TERRE PARKWAY; THENCE NORTH 24°08'08" EAST ALONG EASTERLY RIGHT OF WAY LINE A DISTANCE OF 590.50 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT (CONCAVE NORTHWESTERLY) HAVING A CENTRAL ANGLE OF 24°52'19", A RADIUS OF 1124.00 FEET, AN ARC LENGTH OF 487.92 FEET, A CHORD BEARING OF NORTH 11°41'59" EAST AND A CHORD DISTANCE OF 484.10 FEET; THENCE DEPARTING EASTERLY RIGHT OF WAY LINE NORTH 89°15'49" EAST A DISTANCE OF 876.27 FEET; THENCE NORTH 00°44'11" WEST A DISTANCE OF 596.53 FEET; THENCE SOUTH 89°15'49" WEST A DISTANCE OF 876.27 FEET TO THE SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 00°44'11" WEST ALONG THE EASTERLY RIGHT OF WAY LINE A DISTANCE OF 410.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 104.83 ACRES MORE OR LESS.

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THE FOLLOWING LEGAL DESCRIPTION WAS PREPARED BY CLYDE W. ROESCH, PALM COAST ENGINEERING AND DESIGN SERVICES, INC., DATED AUGUST 23, 1991:

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SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 596.53 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 12.0000 ACRES MORE OR LESS.

BEARINGS REFER TO THE TRANSVERSE MERCATOR GRID SYSTEM OF THE EAST ZONE OF FLORIDA.

LESS AND EXCEPT:

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THE FOLLOWING LEGAL DESCRIPTION WAS PREPARED BY TOMOKA ENGINEERING, DAYTONA BEACH, FLORIDA, AUGUST 23, 2004. THE PROPERTY DESCRIBED IS SHOWN ON A SKETCH DRAWING PREPARED BY TOMOKA ENGINEERING, PROJECT NO. T1037FLCI-D, DRAWING REFERENCE NO. 1037-SL2, ORIGINAL ISSUE DATE AUGUST 23, 2004.

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THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 53.617 ACRES, MORE OR LESS.

TAX I.D. NUMBER: 0612310000000A00014

BEING A PORTION OF THE PROPERTY CONVEYED TO CITY OF PALM COAST, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, GRANTEE, FROM FLAGLER COUNTY, FLORIDA, GRANTOR, BY DEED RECORDED 09/21/2001, AS BOOK 770, PAGE 36 OF THE FLAGLER COUNTY RECORDS.

**TOGETHER WITH A 12 ACRE PARCEL**

(OFFICIAL RECORD BOOK 770, PAGE 36)

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER (1/4) OF GOVERNMENT SECTION 6, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHEAST BOUNDARY CORNER OF THE SUBDIVISION PLAT EASTHAMPTON-SECTION 34 PALM COAST, MAP BOOK 11, PAGES 30 THROUGH 49, AS THENCE SOUTH 00°44'11" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF BELLE TERRE PARKWAY (124' R/W), A DISTANCE OF 410.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 89°15'49" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF AN EASEMENT TO FLORIDA POWER AND LIGHT CO., A DISTANCE OF 876.27 FEET; THENCE DEPARTING SAID EASEMENT SOUTH 00°44'11" EAST, A DISTANCE OF 596.53 FEET; THENCE SOUTH 89°15'49" WEST, A DISTANCE OF 876.27 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID BELLE TERRE PARKWAY, THENCE NORTH 00°44'11" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 596.53 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 12.0000 ACRES MORE OR LESS.

**LESS AND EXCEPT PARCEL**

(OFFICIAL RECORD BOOK 1636, PAGE 897)

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER (1/4) OF GOVERNMENT SECTION 6, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA AS RECORDED IN MAP BOOK 640, PAGES 885-886 AND MAP BOOK 480, PAGE 559 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE INTERSECTION OF THE NORTHEAST CORNER OF THE SUBDIVISION PLAT EASTHAMPTON-SECTION 34, SEMINOLE WOODS AT PALM COAST, MAP BOOK 11, PAGES 30 THROUGH 49, AS RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY AND THE EASTERLY RIGHT-OF-WAY LINE OF BELLE TERRE PARKWAY (124' R/W); THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 89°15'49" EAST, A DISTANCE OF 2457.39 FEET; THENCE S 00°44'11" E FOR A DISTANCE OF 253.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE S 00°44'11" E FOR A DISTANCE OF 1762.00 FEET TO A POINT; THENCE S 89°15'49" W FOR A DISTANCE OF 2810.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID BELLE TERRE PARKWAY; THENCE N 24°08'08" E ALONG THE EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 396.80 FEET; THENCE N 89°15'49" E FOR A DISTANCE OF 711.58 FEET; THENCE N 53°17'23" E FOR A DISTANCE OF 2386.72 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 53.617 ACRES, MORE OR LESS.



EXHIBIT B  
[EASEMENT AREA]

DRAFT

## EXHIBIT "G"

### Easement Agreement

PREPARED BY AND RETURN TO:

Diamond Towers V LLC  
Attention: Legal Department  
820 Morris Turnpike, Suite 104  
Short Hills, New Jersey 07078

Site Name:

Parcel:

Cross Reference:

Deed Book: \_\_\_\_; Page \_\_\_\_, et. seq.

\_\_\_\_ County Clerk

### ACCESS AND UTILITIES EASEMENT AGREEMENT

This Access and Utilities Easement Agreement (the "**Agreement**") dated the \_\_\_\_ day of \_\_\_\_, 201\_\_ ("**Effective Date**") is among CITY OF PALM COAST, FLORIDA ("**Grantor**"), and DIAMOND TOWERS V LLC, a Delaware limited liability company ("**Grantee**").

**WHEREAS**, the Grantor is the owner of certain property located in the City of \_\_\_\_ Palm Coast, County of Flagler, State of Florida, which property is more particularly described on **Exhibit "A"** hereto ("**Grantor's Property**"). Grantee is leasing a portion of that certain property located adjacent to Grantor's Property ("**Grantee's Leased Property**"). Grantor and Grantee desire to enter into this Agreement for the purpose of creating certain easements to benefit the Grantee's Leased Property, as more particularly described hereinafter.

For and in consideration of One and No/100 Dollars (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, hereby agree as follows:

1. Grantor hereby grants, transfers and conveys to Grantee a nonexclusive easement (the "**Access Easement**"), for the benefit of the Grantee's Leased Property, over and across a portion of Grantor's Property (the "**Easement Area**"), to and from Grantee's Leased Property and a public right of way, for the purpose of providing access, ingress and egress to Grantee's Leased Property to and from a public right of way. The Easement Area is in the location shown on **Exhibit "B"**. The easement rights granted hereunder by Grantor to Grantee shall expressly include, without limitation, the right to free and unencumbered ingress and egress over and across the Easement Area.
2. Grantor hereby grants, transfers and conveys to Grantee a nonexclusive easement (the "**Utilities Easement**", and together with the Access Easement, collectively, the "**Easements**"), for the benefit of Grantee's Leased Property, over and across the Easement Area, for the purpose of installing, operating, maintaining and repairing communication and power utility lines and other such necessary utilities (the "**Facilities**") to service Grantee's Leased

Property. The easement rights granted hereunder by Grantor to Grantee shall expressly include, without limitation, the right to unencumbered ingress and egress over and across Grantor's Property to access the Facilities and the right to use, repair, replace, and maintain all Facilities hereafter placed in the Easement Area.

3. **Reservation of Rights.** Grantor hereby expressly reserves unto itself, its successors, assigns, grantees and invitees, the right, in its sole discretion, to use the Easement Area for any purpose not inconsistent with the rights herein granted to Grantee. In addition and not by limitation, but way of example, Grantor its successors, grantees, invitees and assigns, reserve the right from time to time to improve the Easement Area with pavement, curbing and landscaping and grant additional easements and licenses for access, and utilities or any other purposes as it may deem necessary, over, upon, across and under the Easement Area, provided that such easements or licenses do not unreasonably interfere with Grantee's use of the Easement Area pursuant to the terms hereof. No structures of any kind will be constructed in the Easement Area without the mutual agreement of the parties (not to be unreasonably withheld).

4. The Grantee and its assigns realize that the Grantor may request and obtain a relocation of the Easements. In the event the Grantor does request a relocation of the Easements, the Grantor must provide a substitute access easement and utility easement and must record said new easements in the public records of Flagler County, Florida, and shall improve the path located on said new easements to the current level of improvement enjoyed by the current Easements. Thereafter, Grantee, or its successors and assigns, shall remove by recordable release or quit-claim deed their interest in these current Easements if requested by the Grantor. Notwithstanding the above, all of Grantee's costs and expenses associated with relocating the Easements (including but not limited to costs and expenses associated with equipment removal and reconstruction) shall be paid in full by Grantor, and any said relocation of the Easements shall be conducted with minimal disruption to Grantee.

5. **Assignment.** Grantee may assign this Agreement under the following terms: 1) to an affiliate or subsidiary of Grantee in which subsidiary or affiliate Grantee or Grantee's direct or indirect parent retains at least a 50% ownership, and shall provide prior written notice of such assignment to Grantor, 2) to a party who acquires a majority of the assets of Grantee, or 3) Grantee may grant a security interest in this Agreement and the Tower Facilities, and may assign this Agreement and the Tower Facilities to any such holders of security interests, including their successors and assigns (hereinafter, collectively referred to as "Secured Parties"). In such event, Grantor shall execute such consent as may reasonably be required by Secured Parties. Grantee shall have the right, without Grantor's consent, to sublease or assign its rights under this Agreement and to permit any of its sublessees to in turn sublicense or sublease its interests, but any such sublease or assignment shall be subject to all terms and conditions of this Agreement. Upon assignment of all of its rights pursuant to this Agreement, and the execution of a written assumption of all of the terms and conditions of the Agreement by the assignee, Grantee shall be released from any further liability under this Agreement. Grantee shall have the right, without Grantor's consent, to sublease its rights under leases of Tower Facilities if allowed in the lease, but any such sublease shall be subject to all terms and conditions of this Agreement and the lease.



6. Termination and Amendments. This Agreement may be cancelled, changed, modified or amended, in whole or in part, in writing signed by the parties hereto or their respective successors and assigns.

7. Entire Agreement. Notwithstanding any verbal representation, this Easement constitutes the entire agreement between the parties. This Easement supersedes any and all prior representations, written or oral heretofore made by the parties concerning the subject matter of the Easement, and any such representations are null and void and of no force or effect whatsoever.

8. The Term of this Agreement shall be continuous, uninterrupted, and shall only expire: (a) upon notification from Grantee of termination of the Agreement; or (b) one (1) year after the Grantee, or its successors or assigns: (i) fails to have an interest in Grantee's Leased Property; (ii) does not have facilities or equipment located within Grantee's Leased Property, and (iii) no longer conducts operations within the Grantee's Leased Property.

9. Any notice sent pursuant to this Agreement shall be in writing and sent by telecopy, personal delivery or by reputable courier, or by depositing it with the United States Postal Service, certified or registered mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party. The initial addresses of the parties shall be as set forth below:

To Grantor:

City of Palm Coast  
Attn: City Manager  
160 Lake Avenue  
Palm Coast, FL 32164

To Grantee:

Diamond Towers V LLC  
Attention: Legal Department  
820 Morris Turnpike  
Suite 104  
Short Hills, New Jersey 07078

10. The Easements granted herein shall be appurtenant to and shall run with Grantee's Leased Property, and shall be binding upon and inure to the benefit of each party hereto, its successors, assigns, mortgagees, tenants, lessees, licensees, contractors, subcontractors, agents, representatives and invitees.

11. This Agreement shall be governed by and enforced in accordance with the laws of the State of Florida. In the event of any dispute, the parties agree to waive all rights to demand a jury trial.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Witness:

**“GRANTOR”  
CITY OF PALM COAST, FLORIDA**

\_\_\_\_\_  
Print:

*Exhibit Only – Not for Signature*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Print:

Attest:

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by \_\_\_\_\_, City Manager of the City of Palm Coast, Florida, who is personally known to me.

\_\_\_\_\_  
Notary Public:

My Commission Expires: \_\_\_\_\_

Witness:

**“GRANTEE”**

Diamond Towers V LLC

\_\_\_\_\_  
Print:

*Exhibit Only – Not for Signature*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Print:

STATE OF NEW JERSEY

)

) ss:

COUNTY OF ESSEX

)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_, before me, the undersigned, a notary public in and for said state, personally appeared Michael G. Brett personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT “A”**

**TO ACCESS AND UTILITIES EASEMENT AGREEMENT**

Description of Grantor's Property

DRAFT

**EXHIBIT “B”**

**TO ACCESS AND UTILITIES EASEMENT AGREEMENT**

Easement Area

DRAFT

## **Exhibit "H"**

### **INSURANCE**

(a) The Lessee shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the Lessor and with only such terms and conditions as may be acceptable to the Lessor:

(1) Workers Compensation/Employer Liability: The Lessee shall provide Worker Compensation insurance for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:

\$500,000 Each Accident  
\$500,000 Disease Each Employee  
\$500,000 Disease (Policy Limit)

(2) Comprehensive General Liability: The Lessee shall provide coverage for all operations including, but not limited to, contractual, independent contractor, products and complete operations and personal injury with limits not less than the following:

\$1,000,000 Bodily Injury & Property Damage - each occurrence  
\$2,000,000 General Aggregate

(3) Comprehensive Business Automobile Liability: The Lessee shall provide complete coverage with a combined single limit of not less than \$1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all non-owned, leased or hired vehicles.

(4) Professional Liability: The Lessee shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting the Lessee against claims of the City for negligence, errors, or omissions in the performance of services to be performed and furnished by the Lessee.

(5) Other Required Insurance Coverage: Where unusual operations are necessary to complete the work, such as use of aircraft or watercraft, use of explosives, and any high-risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the Lessor which may, thereupon, required additional insurance coverages. Environmental insurance in an amount satisfactory to the Lessor is required if Lessor discovers hazardous material on the Leased Premises.

(b) All insurance other than Workers Compensation and Professional Liability that must be maintained by the Lessee shall specifically include the Lessor as an additional insured. All insurance minimum coverages extend to any subcontractor, and the Lessee shall be responsible for all subcontractors. All insurance amounts will be reevaluated at every renewal of the Agreement by Lessee for escalation due to inflation.

(c) The Lessee shall provide Certificates of Insurance to the Lessor evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Agreement. These Certificates of Insurance shall become part of this Agreement. Neither approval by the Lessor nor failure to disapprove the insurance furnished by a Lessee shall relieve the Lessee of the Lessee's full responsibility for performance of any obligation including the Lessee's indemnification of the Lessor under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the Lessee shall, as soon as the Lessee has knowledge of any such circumstance, immediately notify the Lessor and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the Lessee has replaced the unacceptable insurer with an insurer acceptable to the Lessor, the Lessee shall be deemed to be in default of this Agreement.

(d) Intentionally Deleted.

(e) The Lessee shall provide Certificate of Insurance directly to the City's Designated Representative. The certificates shall clearly indicate that the Lessee has obtained insurance of the type, amount, and classification required by this Agreement.

(f) Nothing in this Agreement or any action relating to this Agreement shall be construed as the Lessor waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

(g) The Lessor shall not be obligated or liable under the terms of this Agreement to any party other than the Lessee. There are no third-party beneficiaries to this Agreement.

(h) The Lessee is an independent Agreement or and not an agent, representative, or employee of the Lessor. The Lessor shall have no liability except as specifically provided in this Agreement.

(i) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the Lessor.

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 08/21/2018

<b>Department</b> UTILITY <b>Item Key</b> 3993	<b>Amount</b> \$932,612.00 <b>Account</b> # 54019090 046000 # 54019090 052000 # 54019090 063000 81001 # 54019082 046000 # 54019082 052000
<b>Subject</b> RESOLUTION 2018-XX APPROVING ONE-YEAR MASTER PRICE AGREEMENTS WITH FORTILINE, FERGUSON WATERWORKS AND CORE & MAIN, LP TO PURCHASE VARIOUS UTILITY SUPPLIES.	
<p><b>Background :</b>  <b><u>UPDATE FROM THE AUGUST 14, 2018 WORKSHOP</u></b>          This item was heard by City Council at their August 14, 2018 Workshop. There were no changes suggested to this item.</p> <p><b><u>ORIGINAL BACKGROUND FROM THE AUGUST 14, 2018 WORKSHOP</u></b>          The City's Utility Department maintains the water and wastewater facilities throughout its service area and uses various parts to repair or install services and to maintain the City's Utility infrastructure. In order to provide continuous water and wastewater service to our customers it is necessary to purchase various utility supplies. City staff advertised and solicited bids for various utility supplies in accordance with the City's Purchasing Policy.</p> <p>City staff recommends that City Council approve one-year master price agreements with Fortiline, Ferguson Waterworks, and Core &amp; Main, LP. Since these are master price agreements, City staff will purchase items on an as-needed basis using budgeted funds appropriated by City Council for the remaining portion of Fiscal Year 2018 Budget. City staff estimates \$68,681.00 will be expended within various divisions in the Utility Department. City staff estimates that the City will spend approximately \$863,931.00 annually under the various contracts within the City Council approved budgets. The project bid overview and notice of intent to award are attached to this agenda item.</p>	
<p><b>Recommended Action :</b>          Adopt Resolution 2018-XX approving one-year price master price agreements with Fortiline, Ferguson Waterworks and Core &amp; Main, LP to purchase various utility supplies.</p>	



**RESOLUTION 2018-\_\_\_\_**  
**MASTER PRICE AGREEMENTS**  
**FOR VARIOUS UTILITY SUPPLIES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING MASTER PRICE AGREEMENTS FOR THE PURCHASE OF VARIOUS UTILITY SUPPLIES FROM FORTILINE, FERGUSON WATERWORKS AND CORE & MAIN, LP., AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Fortiline, Ferguson Waterworks and Core & Main, LP have expressed a desire to provide various utility supplies to the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to purchase the utility supplies referenced in Bid ITB—UT-18-48 from Fortiline, Ferguson Waterworks and Core & Main, LP.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF 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 relating to the purchase of various utility supplies, from Fortiline, Ferguson Waterworks and Core & Main, LP 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.** 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 21st day of August 2018.

**CITY OF PALM COAST**

*ATTEST:*

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

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A: Master Price Agreements Fortiline, Ferguson Waterworks and Core & Main, LP

Approved as to form and legality

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



**Administrative Services & Economic Development**  
Central Services Division

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

## NOTICE OF INTENT TO AWARD

**Project:** ITB-UT-18-48 Master Price Agreement for Utility Supplies

**Date:** July 10, 2018

**Appeal Deadline:** Appeals must be Filed by 5:00 PM on July 13, 2018

Firm	Brass Fittings & Tapping Saddles Bid
<b>Ferguson Waterworks</b> Jacksonville, FL	\$443,027.85
<b>Fortiline</b> Concord, NC	<b>\$427,003.39</b>
<b>Core &amp; Main, LP</b> Jacksonville, FL	\$455,005.40

Firm	Fire Hydrants Bid
<b>Ferguson Waterworks</b> Jacksonville, FL	\$21,410.75
<b>Fortiline</b> Concord, NC	\$20,743.68
<b>Core &amp; Main, LP</b> Jacksonville, FL	<b>\$19,782.10</b>

Firm	Large PVC & Poly Tubing Bid
<b>Ferguson Waterworks</b> Jacksonville, FL	<b>\$51,263.85</b>
<b>Fortiline</b> Concord, NC	\$55,212.81
<b>Core &amp; Main, LP</b> Jacksonville, FL	\$0



# city of PALM COAST

Administrative Services & Economic Development  
Central Services Division

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

Firm	Mechanical Joint Fittings Bid
<b>Ferguson Waterworks</b> Jacksonville, FL	<b>\$5,991.99</b>
<b>Fortiline</b> Concord, NC	\$8,312.25
<b>Core &amp; Main, LP</b> Jacksonville, FL	\$9,052.35

Firm	Meter Pits Bid
<b>Ferguson Waterworks</b> Jacksonville, FL	<b>\$126,785.47</b>
<b>Fortiline</b> Concord, NC	\$154,842.51
<b>Core &amp; Main, LP</b> Jacksonville, FL	\$160,562.91

Firm	Small PVC Pipe & PVC Fittings Bid
<b>Ferguson Waterworks</b> Jacksonville, FL	\$92.84
<b>Fortiline</b> Concord, NC	<b>\$60.07</b>
<b>Core &amp; Main, LP</b> Jacksonville, FL	\$0



# city of PALM COAST

Administrative Services & Economic Development  
Central Services Division

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

Firm	Wastewater Supplies Bid
<b>Ferguson Waterworks</b> Jacksonville, FL	\$39,008.90
<b>Fortiline</b> Concord, NC	<b>\$38,738.47</b>
<b>Core &amp; Main, LP</b> Jacksonville, FL	\$0

The intent of the City of Palm Coast is to award ITB-PW-U-17-43 to multiple firms as follows:

- For line items in the Brass Fittings & Tapping Saddles Bid to *Fortiline*
- For line items in the Fire Hydrants Bid to *Core & Main, LP*
- For line items in the Large PVC & Poly Tubing Bid to *Ferguson Waterworks*
- For line items in the Mechanical Joint Fittings Bid to *Ferguson Waterworks*
- For line items in the Meter Pits Bid to *Ferguson Waterworks*
- For line items in the Small PVC Pipe & PVC Fittings Bid to *Fortiline*
- For line items in the Wastewater Supplies Bid to *Ferguson Fortiline*

*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.*



# ITB-UT-18-48 - Price Agreement for Utility Supplies

## Project Overview

Project Details	
Reference ID	ITB-UT-18-48
Project Name	Price Agreement for Utility Supplies
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Invitation to Bid is issued for the purpose of soliciting bid proposals for a one year contract with a vendor(s) capable of providing utility supplies for the City's Utility Department.
Open Date	Jun 13, 2018 8:00 AM EDT
Close Date	Jun 28, 2018 2:00 PM EDT

Awarded Suppliers	Reason	Score
Ferguson Waterworks		0 pts
Fortiline		0 pts
Core & Main		0 pts



## Seal status

Requested Information	Unsealed on	Unsealed by
Forms 1-10, A-D	Jun 28, 2018 2:03 PM EDT	Jesse Scott
Addenda Signed and Dated (if issued)	Jun 28, 2018 2:03 PM EDT	Jesse Scott
Pricing Spreadsheet	Jun 28, 2018 2:03 PM EDT	Jesse Scott

## Conflict of Interest

# Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: \* has direct or indirect financial interest in the award of the contract to any proponent; \* is currently employed by, or is a consultant to or under contract to a proponent; \* is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, \* has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
PAT MOHAN	Jun 29, 2018 9:02 AM EDT	No
Jesse Scott	Jun 28, 2018 2:05 PM EDT	No



## Project Criteria

Criteria	Points	Description
Required Forms	Pass/Fail	Completed as requested
Addenda	Pass/Fail	Signed and Dated if any are issued
Pricing Review	0 pts	Price review and entry for total package pricing.
Technical Addenda Review	Pass/Fail	Signed and dated, if issued
Technical Pricing Review	0 pts	Ensure no large anomalies exist and that prices seem complete as requested for each group.
<b>Total</b>	<b>0 pts</b>	





## Scoring Summary

### Active Submissions

	Total	Required Forms	Addenda	Pricing Review	Technical Addenda Review
Supplier	/ 0 pts	Pass/Fail	Pass/Fail	/ 0 pts	Pass/Fail
Ferguson Waterworks	0 pts	Pass	Pass	0 pts (\$184,041.31)	Pass
Fortiline	0 pts	Pass	Pass	0 pts (\$465,801.93)	Pass
American Backflow Products	0 pts	Pass	Pass	0 pts (\$999,999,999.99)	Fail
Core & Main	0 pts	Pass	Pass	0 pts (\$19,782.10)	Pass

	Technical Pricing Review
--	--------------------------



Supplier	/ 0 pts
Ferguson Waterworks	0 pts (\$443,027.85)
Fortiline	0 pts (\$427,003.39)
American Backflow Products	0 pts (\$0)
Core & Main	0 pts (\$455,005.40)

## City of Palm Coast, Florida Agenda Item

Agenda Date : 8/21/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	4113	<b>Account</b>
		<b>#</b>
<b>Subject</b>	CALENDAR/WORKSHEET	
<b>Background :</b>		
<b>Recommended Action :</b>		



## Meeting Calendar for 8/22/2018 through 9/30/2018

**8/23/2018 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

**8/28/2018 9:00 AM**

City Council Workshop  
City Hall

**9/4/2018 4:30 PM**

City Council Special Workshop-Budget  
City Hall

**9/4/2018 6:00 PM**

City Council  
City Hall

**9/5/2018 10:00 AM**

Code Enforcement Board  
City Hall

**9/5/2018 5:05 PM**

City Council Special Meeting-Budget  
City Hall

**9/11/2018 10:00 AM**

City Council Workshop  
City Hall

**9/12/2018 5:30 PM**

Leisure Services Advisory Committee  
Palm Coast Community Center



## Meeting Calendar for 8/22/2018 through 9/30/2018

**9/18/2018 9:00 AM**

City Council  
City Hall

**9/18/2018 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**9/19/2018 5:05 PM**

City Council Special Meeting-Budget  
City Hall

**9/25/2018 9:00 AM**

City Council Workshop  
City Hall

**9/27/2018 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

#	File #	Item	Title	Staff
			<b>Workshop 8/28/2018</b>	
1		Presentation	Budget-Internal Service Funds	Alves
2		Presentation	SAP Progress	Bevan
3		Presentation	Budget-CIP	Cote/Williams
4		Presentation	Pavement Management	Cote
			<b>Workshop Special Budget 9/4/2018 4:30 pm</b>	
1		Presentation	Final Proposed Budget	Alves/Williams
			<b>Business 9/4/2018</b>	
1		Resolution	Utility Rate amendment	Adams
2		Proclamation	Senior Games	Boyer/Washington
3		Presentation	Pavement Management	Cote
4		Presentation	Photo Contest Winners	Lane
			<b>Business 9/5/2018 PROPOSED SPECIAL BUDGET 5:05 PM</b>	
1		Resolution	Budget items	Alves/Williams
			<b>Workshop 9/11/2018</b>	
1		Resolution	Annual Fleet	Abreu
2		Resolution	Stormwater Final Rate Study	Cote
3		Resolution	Matanzas Land Exchange Agreement & Joint Use Stormwater Easement	Falgout
4		Ordinance	Amend LDC Chapter 5 rewrite	Hoover
			<b>Business 9/18/2018</b>	
1		Resolution	Stormwater Final Rate Study-Rate amendment	Cote
2		Ordinance	Amend LDC Chapter 5 rewrite	Hoover
3		Resolution	Matanzas Land Exchange Agreement & Joint Use Stormwater Easement	Falgout
4		Proclamation	Pink Army	Lane
5		Resolution	Final Plat Approval Grand Landings Phase 3B	Meehan
6		Resolution	Final Plat Approval Grand Landings Phase 3C	Meehan
			<b>Business 9/19/2018 PROPOSED SPECIAL BUDGET 5:05 PM</b>	
1		Resolution	Budget items	Alves
2		Resolution	Fleet	Abreu
			<b>Future</b>	
1		Resolution	Utility Fee Schedule (add verbiage move to future)	Adams
2		Resolution	Fee Structure	Adams

<b>3</b>	Resolution	Master Plan SCADA Telemetry Standardization	Adams/Hogan
<b>4</b>	Resolution	Annual Fire Inspection Fees	Alves
<b>5</b>	Resolution	Budget Amendment '18-- 11/4	Alves
<b>5</b>	Resolution	Reuse Master Plan	Ashburn
<b>6</b>	Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
<b>7</b>	Resolution	Interlocal Mala Compra Storm Drain Project (moved to future)	Blake/Kronenberg
<b>8</b>	Resolution	Purchase/Installation Ozone Odor Control Unit WWTP #1	Blake
<b>9</b>	Resolution	Purchase/Installation Primary Clarifier Process Equipment WWTP #1	Blake
<b>10</b>	Presentation	Senior Games Celebration of Athletes 10/02	Boyer/Washington
<b>11</b>	Resolution	Stormwater and Environmental Engineering Services WO	Cote/Peel
<b>12</b>	Resolution	Property Exchange NECGA	Falgout
<b>13</b>	Proclamation	Diabetes Awareness 11/6	Lane
<b>14</b>	Presentation	Citizen's Academy Graduation-10/16 44	Lane
<b>15</b>	Proclamation	FI City Government Week 10/16	Lane
<b>16</b>	Ordinance 1st	Coastal Trace FLUM	Papa
<b>17</b>	Ordinance 1st	Coastal Trace Rezoning	Papa