



City of Palm Coast

Agenda

CITY COUNCIL BUSINESS MEETING

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

Mayor Milissa Holland
Vice Mayor Robert G. Cuff
Council Member Nick Klufas
Council Member Vincent Lyon
Council Member Heidi Shipley

Tuesday, September 18, 2018

9:00 AM

CITY HALL

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.
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CALL TO ORDER

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL

PUBLIC PARTICIPATION

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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

SEPTEMBER 4, 2018 SPECIAL WORKSHOP - BUDGET

SEPTEMBER 4, 2018 BUSINESS MEETING

SEPTEMBER 5, 2018 SPECIAL BUSINESS - BUDGET

SEPTEMBER 11, 2018 WORKSHOP

PROCLAMATIONS

2 PROCLAMATION "RAISE THE PINK FLAG WITH THE PINK 5K" MONTH

3 PROCLAMATION RECOGNIZING SEPTEMBER 17-23 AS CONSTITUTION WEEK

ORDINANCES SECOND READ

4 ORDINANCE 2018-XX AMENDING THE TOWN CENTER MPD TO ALLOW PARKING CANOPIES IN LIEU OF GARAGES FOR MULTIFAMILY DEVELOPMENT IN THE URBAN CORE OF TOWN CENTER

5 ORDINANCE 2018-XX TO REZONE 6.3 ACRES GENERALLY LOCATED EAST OF OLD KINGS ROAD N. AND NORTH OF OAK TRAIL BLVD. FROM NEIGHBORHOOD COMMERCIAL (COM-1) AND ESTATE-1 (EST-1) TO MULTIFAMILY RESIDENTIAL-2 (MFR-2)

6 ORDINANCE 2018-XX TO REZONE 116 ACRES LOCATED NORTH OF WHITEVIEW PKWY AND SOUTH OF PINE LAKES PKWY FROM COMMERCIAL -2 (COM-2) TO MASTER PLANNED DEVELOPMENT (MPD).

ORDINANCES FIRST READ

7 ORDINANCE 2018-XX AMENDING CHAPTER 5, SECTION 4.09 TRANSPORTATION, CONNECTIVITY, ACCESS AND PARKING AND SECTION 14.02 GLOSSARY OF THE UNIFIED LAND DEVELOPMENT CODE

8 ORDINANCE 2018-XX VOLUNTARY ANNEXATION OF 22.7 ACRE PARCEL NORTH OF STATE ROAD 100 AND 1,000 FEET WEST OF COLBERT LANE

RESOLUTIONS

9 RESOLUTION 2018-XX APPROVING STORMWATER FEE ADJUSTMENTS

- 10 RESOLUTION 2018-XX TO VACATE A PORTION OF AN EASEMENT IN THE GRAND LANDINGS MASTER PLANNED DEVELOPMENT (PROPOSED PHASE 3B REPLAT).
- 11 RESOLUTION 2018-XX APPROVING THE FINAL PLAT FOR GRAND LANDINGS PHASE 3B REPLAT.
- 12 RESOLUTION 2018-XX APPROVING THE FINAL PLAT FOR GRAND LANDINGS PHASE 3C
- 13 RESOLUTION 2018-XX APPROVING THE FINAL 2018 CITY PRIMARY ELECTION RESULTS

CONSENT

- 14 RESOLUTION 2018-XX APPROVING AN AGREEMENT FOR CONSENT TO VOLUNTARY ANNEXATION WITH BIA DEVELOPMENT LLC
- 15 RESOLUTION 2018-XX APPROVING PIGGYBACKING THE FLAGLER COUNTY CONTRACT WITH STRICKLAND SOD FARM INC. FOR PURCHASE AND/OR INSTALLATION OF SOD FOR SWALE MAINTENANCE
- 16 RESOLUTION 2018-XX APPROVING AN AGREEMENT FOR EXCHANGE OF REAL PROPERTY AND AGREEMENT FOR JOINT USE STORMWATER MAINTENANCE AND EASEMENT WITH MATANZAS HOLDINGS LLC

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

- 17 CALENDAR AND WORKSHEET

ATTACHMENTS TO MINUTES

City of Palm Coast, Florida Agenda Item

Agenda Date: 09/18/2018

Department	CITY CLERK	Amount
Item Key	4260	Account
Subject	CITY COUNCIL MINUTES SEPTEMBER 4, 2018 SPECIAL WORKSHOP - BUDGET SEPTEMBER 4, 2018 BUSINESS MEETING SEPTEMBER 5, 2018 SPECIAL BUSINESS - BUDGET SEPTEMBER 11, 2018 WORKSHOP	
Background :		
Recommended Action : Approve minutes for September 4, 2018 Special Workshop - Budget September 4, 2018 Business Meeting September 5, 2018 Special Business - Budget September 11, 2018 Workshop		



City of Palm Coast Minutes CITY COUNCIL WORKSHOP

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

Mayor Milissa Holland
Vice Mayor Robert G. Cuff
Council Member Nick Klufas
Council Member Vincent Lyon
Council Member Heidi Shipley

Tuesday, September 11, 2018

9:00 AM

CITY HALL

City Staff

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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

Ms. Settle called the roll. Council Member Shipley was absent.

PUBLIC PARTICIPATION

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No comments were received.

PRESENTATIONS

1 PRESENTATION - FINAL STORMWATER RATE STUDY

Mr. Landon gave an overview of the item. Carl Cote and Murray Hamilton of Public Resources Management Group, Inc., presented an update to the Stormwater System Plan and the suggested rate adjustment.

Topics discussed included: Stormwater storage and retention; the difference between ditches and canals; the proper equipment to remove debris from the canals and ditches; making the investment to bring canal maintenance in-house; cross training personnel; swale maintenance; condition of the pipes; educating the public on swale maintenance; how many more miles of swales a year will be maintain as a benefit of a rate increase.

Mr. Hamilton reviewed the rate study. He reviewed the options available for Council to consider.

Topics discussed included: difference between developments and the former ITT developments; curb and gutter is installed in new developments which requires less maintenance, as opposed to the maintenance of swales; 2025 starting indexing on an annual basis; Option 3B was discussed at length (initial increase will be approximately four dollars per household and then goes down to less than two dollars thereafter).

Rate Resolution will be on the next business meeting. The first meeting in October or November will be a budget amendment. Mayor Holland suggested bringing back the number of miles of swale maintenance to be increased in the coming year.

2 ORDINANCE 2018-XX AMENDING CHAPTER 5, SECTION 4.09 TRANSPORTATION, CONNECTIVITY, ACCESS AND PARKING AND SECTION 14.02 GLOSSARY OF THE UNIFIED LAND DEVELOPMENT CODE

Mr. Landon gave a brief overview of the item. Ray Turner and Bill Hoover reviewed the necessary changes to Chapter 5 of the Land Development Regulations. Topics included; defining stacking standards; driveway standards; impervious surface ratios; changes in consumer habits; garage standards; one car garage but width is for two cars; land development codes working in conjunction with Chapter 44 of the Code; possibly causing more code enforcement issues.

Recommendation differences between the PLDRB and staff; size of house not having a bearing on the garage type; vacant single family lots vs vacant Duplex lots; the staff to come back with more analysis and defining townhouse and duplexes and any differences in parking requirements; the increase in square footage for a townhouse/duplex;; decision re: square footage to be made at the business meeting. The first reading of the Ordinance will be on September 18 and second reading is scheduled for October 2.

WRITTEN ITEMS

3 RESOLUTION 2018-XX APPROVING AN AGREEMENT FOR EXCHANGE OF REAL PROPERTY AND AGREEMENT FOR JOINT USE STORMWATER MAINTENANCE AND EASEMENT WITH MATANZAS HOLDINGS LLC

Mr. Landon gave an overview of the item. Mr. Beau Falgout and Mr. Bill Hoover reviewed the site map with Council. Topics discussed: exchange of parcels; stormwater to pay by developer; a need for commercial development in the area and needing County's approval for the parcels to be exchanged. This item will be continued at the Business Meeting.

4 RESOLUTION 2018-XX APPROVING AN AGREEMENT FOR CONSENT TO VOLUNTARY ANNEXATION WITH BIA DEVELOPMENT LLC

Mr. Landon gave a brief overview of the item. There has been no site plan approval. This item will be continued at the next business meeting.

5 ORDINANCE 2018-XX, VOLUNTARY ANNEXATION OF 22.7 ACRE PARCEL NORTH OF STATE ROAD 100 AND 1,000 FEET WEST OF COLBERT LANE

Mr. Landon gave an over the item. This item will be continued at the next business meeting.

6 RESOLUTION 2018-XX APPROVING PIGGYBACKING FLORIDA SHERIFF'S ASSOCIATION CONTRACTS AND ASSOCIATED PURCHASE ORDERS FOR FLEET VEHICLES AND EQUIPMENT AS APPROVED IN THE FISCAL YEAR 2019 BUDGET

Mr. Landon gave an overview of the item. This item will be continued at the next business meeting.

7 RESOLUTION 2018-XX APPROVING A CONTRACT WITH CHEVIN FLEET SOLUTIONS, LLC FOR FLEETWAVE CORE FLEET MANAGEMENT SOFTWARE AS A SERVICE (SAAS)

Mr. Landon gave an overview of the item. Software to assist in the maintenance of the fleet.

Mayor Holland thought it was premature before receiving a study from the consultant regarding how to manage IT contracts and not having the IT Director staffed yet.

It was the consensus of Council to pull this item until the City hires the IT Director.

8 RESOLUTION 2018-XX APPROVING PIGGYBACKING THE FLAGLER COUNTY CONTRACT WITH STRICKLAND SOD FARM INC. FOR PURCHASE AND/OR INSTALLATION OF SOD FOR SWALE MAINTENANCE

Mr. Landon gave an overview of the item. This item will be continued at the next 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 comments were received.

DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

Mr. Landon reported that the City current does 50 miles of swales a year. The city hopes to double that amount should the stormwater increase be approved.

He announced the Senior games are happening; the Waterway clean-up had over 260 participants and collected over a ton of debris. Movies in the Park's participation has risen to 300-500 people; Friday, September 14, 2018, the City will be showing "Pete's Dragon;" Food Truck Tuesday will be held on September 18.

ADJOURNMENT

Motion by Vice Mayor Cuff, seconded by Council Member Klufas to adjourn the meeting at 11:13 a.m.

Respectfully submitted,

*Kathleen E. Settle, CMC
Deputy City Clerk*



**City of Palm Coast
Minutes
CITY COUNCIL SPECIAL
WORKSHOP-BUDGET**

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

**Mayor Milissa Holland
Vice Mayor Robert G. Cuff
Council Member Nick Klufas
Council Member Vincent Lyon
Council Member Heidi Shipley**

Tuesday, September 4, 2018

4:30 PM

CITY HALL

City Staff

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William Reischmann, City Attorney

Virginia A. Smith, City Clerk

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A CALL TO ORDER

Mayor Holland called the meeting to order at 4:30 p.m.

B PLEDGE OF ALLEGIANCE TO THE FLAG

C ROLL CALL

City Clerk Virginia Smith called the roll. CM Shipley was absent.

D PRESENTATIONS

**1 PRESENTATION OF FINAL PROPOSED FISCAL YEAR 2018-2019 BUDGET AND
REVISED FISCAL YEAR 2017-2018 BUDGET**

*Mr. Landon provided a brief overview to the item. Ms. Williams and Ms. Alves
provided a PowerPoint presentation, which is attached to these minutes.*

E PUBLIC PARTICIPATION

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Tom Olsner – Does the budget take into account the tariffs that are being put into place?

Responses to Public Comments:

Tariff discussion-Ans: Mr. Landon-The discussion is that the tariffs will add cost to the goods everyone purchases. It is definitely reflected in budget to the best that we can estimate.

F ADJOURNMENT

The meeting was adjourned at 4:57 p.m.

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



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

City Hall
160 Lake Avenue
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www.palmcoastgov.com

***Mayor Milissa Holland
Vice Mayor Robert G. Cuff
Council Member Nick Klufas
Council Member Vincent Lyon
Council Member Heidi Shipley***

Tuesday, September 4, 2018

6:00 PM

CITY HALL

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CALL TO ORDER

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

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL

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. CM Shipley was absent.

PUBLIC PARTICIPATION

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Jon Netts spoke of the State mandate regarding dangerous dog's second offense dictates the animal must be euthanized. He suggested that now that there are options it might be advantageous to call upon the State Legislature to make changes to the law.

Jack Howell volunteered to fly "Cooper" to the facility where he can live out his life. He also believes that there should be a change in the law.

Steve Carr thanked Council for the traffic study Florida Park Drive.

Robert MacDonald spoke regarding Code enforcement violation in the R section. He spoke of his experience regarding making a public records request at City Hall.

Armando Gomez received a code enforcement violation for his above ground pool and spoke of his concerns and asked how to cure his violation.

Melissa Paragios expressed her concerns re: Cooper, dangerous dog.

John Brady also expressed his concerns regarding Cooper and asked about another animal case.

Pat Haines expressed her concerns re: Cooper.

Jack Carall had a few questions regarding the capital improvement projects. He felt there was a lot of funding budgeted for sports.

Renee Deconsenso spoke of the warning signs a dog exhibits when a dog will bite.

Responses to Public Comments:

Cooper- - Attorney Reischmann responded an explanation regarding the legislature regarding dangerous dogs. He spoke of the history of Cooper.

Code Enforcement and Public Records Request - Attorney Reischmann provided an overview to City's Public Records procedures. Mr. Landon explained the process of public records and their availability.

Pool Violation-Mr. Landon requested Steve Flanagan to speak with Armando.

Capital projects-Mr. Landon provided an explanation of capital projects and the 5 year plan.

MINUTES

1 CITY COUNCIL MINUTES AUGUST 21, 2018 BUSINESS MEETING AUGUST 28, 2018 WORKSHOP

Pass

Motion made to approve 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

PROCLAMATIONS AND PRESENTATIONS

2 PROCLAMATION RECOGNIZING SEPTEMBER 7, 2018 THROUGH SEPTEMBER 30, 2018 AS PALM COAST AND THE FLAGLER BEACHES SENIOR GAMES WEEKS

CM Klufas presented this Proclamation to representatives of the City's Parks and Recreation Department.

3 PRESENTATION PHOTO CONTEST AWARDS

Ms. Cindi Lane and Jason Giraulo presented the awards to this year's photo contest winners.

ORDINANCES FIRST READ

4 ORDINANCE 2018-XX AMENDING THE TOWN CENTER MPD TO ALLOW PARKING CANOPIES IN LIEU OF GARAGES FOR MULTIFAMILY DEVELOPMENT IN THE URBAN CORE OF TOWN CENTER

City Attorney Reischmann read the title into the record. He reminded Council this is a quasi-judicial item. Mayor Holland called for any ex-parte communication. There was none.

Mr. Landon gave a brief summary of the item.

Ms. Ida Meehan provided a PowerPoint presentation, which is attached to these minutes.

Public Comment:

Mr. Nieleback -Modernization of going solar.

Walter Douglas, Douglas Developer-Solar Options, encouraged growth.

Tom Olsner offered his solar experience to the City.

Jack Carall during a hurricane, what protections are there for the canopies?

Responses to Public Comments:

Mayor Holland thanked everyone for their comments.

Pass

Motion made to approve 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

5 ORDINANCE 2018-XX TO REZONE 6.3 ACRES GENERALLY LOCATED EAST OF OLD KINGS ROAD N. AND NORTH OF OAK TRAIL BLVD. FROM NEIGHBORHOOD COMMERCIAL (COM-1) AND ESTATE-1 (EST-1) TO MULTIFAMILY RESIDENTIAL-2 (MFR-2)

City Attorney Reischmann read the title into the record. He reminded Council this is a quasi-judicial item. Mayor Holland called for any ex-parte communication. There was none.

Mr. Landon gave a brief summary of the item.

Ms. Ida Meehan provided a PowerPoint presentation, which is attached to these minutes.

Mac Rossman of the Richman Group provided a PowerPoint presentation to Council, which is attached to these minutes.

Public Comment

Mr. Nieleback-Two entrances-one off of OKR-what part is Section 8? What are the income restrictions?

Robert MacDonald-Do we have a maximum occupancy? Height restrictions?

Ashley Kertz-Residents are confused at this location choice. Traffic concerns. Power outages.

Mike Felmar-Same concerns as previous speaker as well as problems that existed with project recently with the wildlife.

George Mayo asked about Grandparents raising grandchildren and if they will they be allowed in the development and how would you enforce it?

Responses to Public Comments:

Two entrances-Ans: Ray Tyner provided a brief overview to the rezoning and site plan issues. The questions received were indicative of a site plan review. The item was to request a zoning change.

Section 8 Housing-Ans: Mayor Holland: We cannot restrict housing. There are voucher residents throughout the City of Palm Coast now.

Grandparents and restrictions-Ans: Mr. Tyner - The code provides the limitations on size; 55 and over and schooling would be addressed during site plan.

Elevators-Ans: Mayor Holland-This will be addressed later.

Motion by VM Cuff to deny. Motion failed for lack of a second.

Motion by CM Klufas to table for further information regarding the acreage.

Motion failed for lack of a second.

Motion by VM Cuff to approve, which was seconded by CM Lyon. Motion passed unanimously.

Pass

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

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

6 ORDINANCE 2018-XX TO REZONE 116 ACRES LOCATED NORTH OF WHITEVIEW PKWY AND SOUTH OF PINE LAKES PKWY FROM COMMERCIAL -2 (COM-2) TO MASTER PLANNED DEVELOPMENT (MPD).

City Attorney Reischmann read the title into the record.

CM Lyon declared a conflict and will complete the necessary form stating such. Attorney Reischmann reminded Council this is a quasi-judicial item. Mayor Holland called for any ex-parte communication. There were none.

Mr. Landon gave a brief summary of the item.

Ms. Ida Meehan provided a PowerPoint presentation, which is attached to these minutes.

Applicant's attorney, Michael Chiumento provided Council with additional information on the rezoning. He was available for questions.

Public Comments:

Mr. Nieleback-Can't we get these developers to come to Town Center and develop?

Ursula Roth-Opposes the development. Experiences sewer and stormwater issues.

Robert MacDonald-Height measurements.

Jean Draker-When does site plan get proposed? 210 units on small area of land. Traffic from additional units.

John Brady-Whiteview Parkway being reduced and additional housing.

Alan Peterson-Commercial property being chipped away over the years. Would like to see a large tract of land remain commercial. Impacts to Whiteview Parkway and Pine Lakes Parkway.

Maria Moffie-Would like more information on this project.

Responses to Public Comments:

Development-Ans: Mayor Holland-Property rights. It is illegal for us to tell people they can't develop their property.

Drainage -Pritchard Dr. Ans: Mr. Tyner-provided an overview to the project and that the concerns would be addressed during site plan. Mr. Landon explained that the sewer capacity and the drainage issues are being addressed.

Fire Truck-Ans: Mr. Landon-7 stories-70 stories is what a fire truck can typically go up. Mr. Tyner explained the maximum is 100' estimate but would be addressed in the development agreement.

Traffic counts-Ans: Mr. Tyner-provided an explanation of commercial development versus this proposal.

More information-Ms. Meehan will work with the resident. Attorney Reischmann explained that the MPD attached in the agenda item provides a lot of the details.

Commercial Properties-Ans: Mr. Landon explained the balance between commercial industrial and residential.

Pass

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

Approved - 3 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Mayor Milissa Holland

RESOLUTIONS

7 RESOLUTION 2018-XX APPROVING THE ADOPTION OF REVISED RATES FOR MONTHLY WATER, WASTEWATER AND MISCELLANEOUS RATES, FEES AND CHARGES FOR THE FUTURE.

R20180115

Mr. Landon provided a brief overview to this item. Mr. Richard Adams and Robert Ori of PRMG provided a PowerPoint presentation, which is attached to these minutes.

Council held a detailed discussion on this item.

Public Comments:

Jon Netts-spoke of the history of the utility system the City purchased.

Alan Peterson-method of how the raise will take place.

Jason DeLorenzo of the Flagler Home Builders Association-requested more time to look at the study and share some information with Council. Would like to have a stakeholders meeting.

George Mayo-County utility rates and impact fees. Septic tank usage. Commended utility department for their water quality and service.

Responses to Public Comments:

Incentives-Ans: Mr. Landon - Richard, correct me if I am wrong, we have a tier system for usage? Mr. Adams provided an overview to the tier system and fees.

Stakeholders Meeting - Ans: Mayor Holland-Would like to start that conversation. Mr. Landon committed to the pricing does not go into effect for 90 days.

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

8 RESOLUTION 2018-XX APPROVING PIGGYBACKING THE CITY OF COCONUT CREEK CONTRACT, WITH CITYSCAPE CONSULTING, INC., IN THE AMOUNT OF \$35,000, TO UTILIZE PRICING FOR WIRELESS COMMUNICATION SITE MANAGEMENT AND PERMITTING

R20180116

Mr. Landon provided a brief overview to this item.

Public Comments:
There were none.

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

PUBLIC PARTICIPATION

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

Mr. Nieleback-Town Center business growth.

Dennis McDonald-Cooper, dangerous dog. He suggested we see how this has been done in other municipalities and see if we can take an opportunity to save the dog.

Responses to Public Comments:

Attorney Reischmann provided an overview to the appellate process relating to the dangerous dog, Cooper.

DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

CM Lyon spoke of the dangerous dog, Cooper. He urged residents to write to the legislatures. Ans: Attorney Reischmann-It would entail the legislature changing the law.

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 announced the Budget Hearings will be held tomorrow at 5:05 pm here at City Hall. September 19 @ 5:05 pm here at City Hall.

Waterway cleanup is this Saturday at 8:00 @ the Community Center.

ADJOURNMENT

The meeting was adjourned at 9:35 p.m.

Respectfully submitted:

*Virginia A. Smith, MMC
City Clerk*



**City of Palm Coast
Minutes
CITY COUNCIL SPECIAL
BUSINESS - BUDGET**

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***Mayor Milissa Holland
Vice Mayor Robert G. Cuff
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Wednesday, September 5, 2018

5:05 PM

CITY HALL

City Staff

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

A. CALL TO ORDER

Mayor Holland called the meeting to order at 5:05 p.m.

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. 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. CM Shipley was absent.

D. PRESENTATIONS

1 PRESENTATION OF FISCAL YEAR 2018-2019 PROPOSED BUDGET AND REVISED FY 2017-2018 BUDGET FOR ALL APPROPRIATED FUNDS

Mr. Landon provided an overview to this item. Ms. Lina Williams and Ms. Helena Alves provided a PowerPoint presentation, which is attached to these minutes.

RECESS CITY COUNCIL MEETING AND CONVENE CRA BOARD

The Business Meeting was recessed at 5:14 p.m. Mayor Holland called the CRA Board to order at 5:14 p.m.

2 SR 100 CORRIDOR CRA RESOLUTION 2018-XX ESTABLISHING THE TENTATIVE BUDGET FOR FISCAL YEAR 2018-2019 AND AMENDING THE SR 100 CORRIDOR CRA BUDGET FOR FISCAL YEAR 2017-2018

R20180117

Mr. Landon provided a brief overview to this item.

*Public Comments:
There were no public comments.*

Pass

Motion to approve 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

ADJOURN CRA BOARD MEETING AND RECONVENE CITY COUNCIL MEETING

The CRA Board was adjourned at 5:17 p.m. The Business Meeting reconvened at 5:17 p.m.

E. RESOLUTIONS

3 RESOLUTION 2018-XX SETTING THE TENTATIVE MILLAGE RATE FOR FISCAL YEAR 2018-2019

R20180118

Mayor Holland announced: The City of Palm Coast proposes to levy a millage rate of 4.6989 mills. This is an increase of .3581 mills or 8.25% over the rolled-back rate of 4.3408.

*Public Comments:
There were no public comments.*

Pass

Motion to approve 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

4 RESOLUTION 2018-XX ESTABLISHING THE TENTATIVE BUDGET FOR FISCAL YEAR 2018-2019 AND AMENDING THE FISCAL YEAR 2017-2018 BUDGET

R20180119

Mayor Holland announced: The City of Palm Coast proposes to adopt a budget with total appropriated expenditures and reserves of \$162,197,869.

The Public Comment was opened.

Theresa (last name inaudible) -What was the reason you had to increase the millage?

Mr. Zaitsev-Why the millage rate was raised over 5% and the average inflation in the US 2%.

Responses to the Public.

Millage increase-Ans: Mr. Landon-explained Palm Coast has one of the lowest millage rates in the State of Florida. Mr. Landon then provided an explanation as to why and how Council determined to increase the millage rate. Mayor Holland explained the City has held several budget workshops over the past months to assist in determining the millage rate. She explained the unforeseen costs to the Citizens due to the two hurricanes within the last 11 months.

Public Comment was closed.

Mayor Holland announced, the City of Palm Coast proposes to adopt a tentative budget of "\$162,197,869.

Pass

Motion 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

Mayor Holland announced the Public Hearing to adopt the final millage rate and budget is scheduled for September 19, 2018, at 5:05 p.m., at the Palm Coast City Hall, Community Wing.

F. 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.

Mr. Zaitsev requested the salaries of the police officers. He also asked for the salaries of the City's personnel.

Responses to Public Comments:

Salaries-Ans: Mayor Holland - The City contracts law enforcement services with the Flagler County Sheriff. City Clerk will provide the salaries of other employees.

G. ADJOURNMENT

Motion by Vice Mayor Cuff, seconded by Council Member Klufas to adjourn the meeting at 5:35 P.M.

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

City of Palm Coast, Florida Agenda Item

Agenda Date : 09/18/2018

Department	CITY CLERK	Amount
Item Key	4288	Account
Subject	Proclamation "Raise the pink flag with the Pink 5K" month	
Background :	Florida Hospital-Flagler has requested the City of Palm Coast proclaim October as "Raise the pink flag with the Pink 5K" month in support of breast cancer awareness.	
Recommended Action :	Proclaim October as "Raise the pink flag with the Pink 5K" month.	



Whereas, Breast Cancer is the most frequently diagnosed cancer in women, with 266,120 new cases of invasive cancer and 63,960 new cancers expected in women this year, ranking it second among all cancer deaths (40,920 anticipated deaths in 2018) and accounting for nearly 1 in 8 cancers diagnosed in U.S. women; and

Whereas, about 2,550 new cases of Breast Cancer will be diagnosed in men this year with 480 anticipated deaths; and

Whereas, only 1 in 8 women diagnosed with Breast Cancer have a family history and 85 percent have no family history, with an increase in incidence rates since 1990 being predominantly in women 50 years or older; and

Whereas, early detection with timely screening mammograms has helped to boost the breast cancer survivor rate to more than 2.6 million in the United States, also resulting in a 33 percent decline in mortalities since 2000, with women under 50 seeing an even larger decrease due to early screening and detection; and

Whereas, Florida Hospital's Pink Amy 5K, with the support of the City of Palm Coast and our community, has distributed over \$140,000, helped over 300 patients and performed hundreds of procedures in direct support to Flagler County men and women dealing with Breast Cancer; and

Whereas, the City of Palm Coast is joining the many activities of Florida Hospital Flagler's Pink Army 5K to fight Breast Cancer by kicking off this year's Pink Army 5K efforts at Food Truck Tuesday on September 18th and by holding the Pink Army 5K Run/Walk on October 14th - events that will directly benefit the community with proceeds going to expand education and provide mammograms for many more qualified women.

Now, Therefore, Be It proclaimed, THE PALM COAST MAYOR AND CITY COUNCIL HEREBY PROCLAIM OCTOBER 2018 AS

“RAISE THE PINK FLAG WITH THE PINK 5K” MONTH

in support of Breast Cancer Awareness and encourage all women to pursue early breast cancer screening and other possible diagnostic services to avoid becoming one of this nation's mortalities.

Signed this 18th day of September 2018.

CITY OF PALM COAST, FLORIDA

Witnessed by:

Milissa Holland Mayor

Virginia A. Smith, City Clerk

City of Palm Coast, Florida Agenda Item

Agenda Date: 09/18/2018

Department	CITY CLERK	Amount
Item Key	4289	Account
Subject	PROCLAMATION RECOGNIZING SEPTEMBER 17-23 AS CONSTITUTION WEEK	
Background :	The Old Kings Highway Chapter of the National Society of Daughters of the American Revolution requests the City proclaim September 17, 2018 through September 23, 2018 as "Constitution Week."	
Recommended Action :	Proclaim September 17-23 as Constitution Week.	



PROCLAMATION

WHEREAS, the Constitution of the United States of America is the guardian of our liberties and embodies the principles of limited government in a Republic dedicated to rule by law, not by people; and

WHEREAS, September 17, 2018, marks the two hundred thirtieth-first anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate this grand occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23, 2018, as “**Constitution Week**.”

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Palm Coast does hereby proclaim September 17 through 23, 2018, as:

“**Constitution Week**”

in the City of Palm Coast and we urge all citizens to reaffirm the ideals of the Framers of the Constitution by vigilantly protecting the freedoms guaranteed to us by this guardian of our liberties. Signed this 18th day of September 2018.

CITY OF PALM COAST, FLORIDA

Milissa Holland, Mayor

Witnessed by:

Virginia A. Smith, City Clerk

City of Palm Coast, Florida

Agenda Item

Agenda Date: 9/18/2018

Department	PLANNING	Amount
Item Key	4117	Account
Subject	ORDINANCE 2018-XX AMENDING THE TOWN CENTER MPD TO ALLOW PARKING CANOPIES IN LIEU OF GARAGES FOR MULTIFAMILY DEVELOPMENT IN THE URBAN CORE OF TOWN CENTER	

Background :
UPDATE TO THE SEPTEMBER 04, 2018 BUSINESS MEETING
This item was heard by City Council at their September 04, 2018 Business Meeting. There were no changes suggested to this item.

ORIGINAL BACKGROUND FROM THE SEPTEMBER 04, 2018 BUSINESS MEETING
The Town Center Master Planned Development (MPD) is based on a core set of innovative planning principles. The Town Center Master Plan includes 30 Tracts divided into five Planning Areas. These planning areas are referred to as *Urban Core*, *Urban Center*, *Town Business Area*, *Town Residential Area*, and *Perimeter Commercial*. Each Planning Area has intent language, and its own site development requirements, and a Use Table, where applicable.

The Urban Core is Town Center’s downtown commercial center designed with on-street parking and a strong mixed-use, pedestrian style environment. Its design is intended to be emphatically urban in nature. In essence, the Urban Core is planned as the central hub of the MPD, where development densities and intensities are appropriately allowed and encouraged.

Town Center was approved as a Development of Regional Impact (DRI) in 2003, with a long-term planning horizon. Over time, Town Center will continue to evolve and increasingly become the City’s virtual downtown area. Further, as businesses, civic uses and the synergies of urban life take shape, the 780 acres that make-up Town Center will assert its regional potential as well.

The Urban Core portion of Town Center is a unique and precious asset. The City’s newly created *Innovation District* includes all of the Urban Core. A major goal of Town Center, and the Innovation District, is to create opportunities for residential living, both single family and multifamily. Town Center is at the brink of this possibility and opportunity.

Section 4.01.03.A.3 of the Unified Land Development Code (ULDC) states that “Garage units for multifamily projects shall be provided for a minimum of one-third of the proposed multifamily units. This has been a requirement in the City’s Land Development Code since 2008, when the City adopted its current code.

Staff has analyzed this requirement with respect to the Urban Core area of Town Center. Based on this review, staff has found that the suburban nature of requiring garages for one - third of multifamily units is inconsistent with the goals and principles embodied in the Town Center urban design planning process. Staff, however, recognizes the value and importance of multifamily development providing a form of shade and shelter that is aesthetically pleasing.

The proposed renderings by HTG, a prospective multifamily developer in the Urban Core in staff's opinion, achieves this balance. The renderings are customized to the proposed development, incorporate key elements of the building, and include a pitched roof and varied materials and design.

Therefore, staff is recommending approving an amendment to Ordinance #2003-32 allowing alternative compliance with Section 4.01.03A3 of the ULDC within the Urban Core of Town Center subject to similar standards and approval criteria. The Town Center proposed MPD Modification is as follows:

7.0 Design Guidelines

(t) As an alternative to providing garages for 1/3 of multifamily units as specified in Section 4.01.03 A3 of the ULDC, the Urban Core Area of Town Center may provide for Parking Canopies in lieu of garages provided they meet the following criteria:

- Proposed parking canopies are uniquely designed for the individual multifamily project;
- Proposed parking canopies incorporate roof, materials and design elements of the multifamily project being proposed;
- Proposed parking canopies include a complementary roof pitch, and not be flat.
- Proposed parking canopies must be approved by the Town Center Architectural Review Board and the City of Palm Coast.

On August 15, 2018 the Planning Land Development Regulation Board (PLDRB) voted (7-0) to recommend the proposed modification to the City Council.

Recommended Action :

Approve Ordinance 2018-XX amending the Town Center MPD to allow parking canopies in lieu of garages for multifamily development in the urban core of Town Center.

ORDINANCE NO. 2018-_____
AMENDMENT TOWN CENTER MPD

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR AN AMENDMENT TO ORDINANCE NO. 2003-32, SECTION 7.0 DESIGN GUIDELINES; PROVIDING FOR CONFLICTS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Town Center Master Planned Development is a Master Planned Development (MPD) previously rezoned to MPD through Ordinance 2003-32;

WHEREAS, two public hearings on the proposed Amended Town Center Planned Development (MPD) Development Agreement (the “Development Agreement”) have been duly held in the City of Palm Coast, Florida, and at such hearings interested parties and citizens for and against the proposed amendment were heard; and

WHEREAS, JTL Palm Coast Holdings, Inc. a Florida corporation (“Owner”) is the Owner of the property further described in “Attachment A” and has entered into the Master Planned Development Agreement as recorded in Official Records Book 1025, Pages 1398, through 1453 of the public records of Flagler County, Florida; and

WHEREAS, the Owner has requested to amend the Development Agreement in order to allow parking canopies in lieu of garages to comply with Section 4.01.03.A.3 of the ULDC stating that a minimum of one-third of all multifamily units shall have garages;

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

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

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

WHEREAS, additional conditions of approval may also be included within the minutes of relevant meetings of the Planning & Land Development Regulation Board and City Council. Furthermore, any representations or promises made by the Applicant during the zoning review and

approval process for the Project (whether oral or in writing) shall also be additional conditions of approval if deemed appropriate by the City; and

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

WHEREAS, the City Council of the City of Palm Coast held duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of the various City reviewing departments, and the recommendation of the Planning and Land Development Regulation Board (PLDRB) which voted to recommend approval at the regularly scheduled meeting conducted on August 15, 2018, and after complete deliberation, the City Council hereby finds the requested change consistent with the City of Palm Coast Comprehensive Plan, and that sufficient, competent and substantial evidence supports the proposed amendment set forth hereunder; and

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

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

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

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

SECTION 2. MPD Amendment. Section 7.0, Design Guidelines, of the Town Center MPD is amended as follows:

7.0 Design Guidelines

(t) As an alternative to providing garages for 1/3 of multifamily units as specified in Section 4.01.03 A3 of the ULDC, properties in the Urban Core Area of Town Center may include Parking Canopies in lieu of garages provided they meet the following criteria:

1. Proposed parking canopies are uniquely designed for the individual multifamily project;
2. Proposed parking canopies incorporate roof, materials and design elements of the multifamily project being proposed;
3. Proposed parking canopies include a complementary roof pitch, and not be flat;

4. Proposed parking canopies must be approved by the Town Center Architectural Review Board and the City of Palm Coast.
5. Note: Solar collecting parking canopies may be allowed as a design exception if #4 is met.

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

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

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

Approved on first reading this 4th day of September 2018.

Adopted on the second reading after due public notice and hearing City of Palm Coast this 18th day of September 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK

Attachments:

Attachment A – Legal Description

Approved as to form and legality:

William E. Reischmann, Jr., Esq.

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

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TYPICAL RESIDENTIAL BUILDING

CITY APPROVAL STAMP

ARCHITECT'S STAMP

COLOR LEGEND

- | | |
|---|---|
|  | WALL/TRIM
SW 7598
(SIERRA REDWOOD) |
|  | WALL/TRIM
SW 7061
(NIGHT OWL) |
|  | WALL/TRIM
SW 7059
(UNUSUAL GRAY) |
|  | WALL/TRIM
SW 7035
(AESTHETIC WHITE) |
|  | BRACKETS
SW 7061
(NIGHT OWL) |
|  | ROOF
LANDMARK TL
(COUNTRY GRAY) |

EXTERIOR LIGHT FIXTURE



TROY LIGHTING
MODEL #BL4603BZ
BRONZE PARADOX
LED 17.25" TALL
OUTDOOR WALL
SCONCE WITH
OPAL WHITE SHADE



TYPICAL RESIDENTIAL BUILDING

CITY APPROVAL STAMP

ARCHITECT'S STAMP

COLOR LEGEND

-  WALL/TRIM
SW 7598
(SIERRA REDWOOD)
-  WALL/TRIM
SW 7061
(NIGHT OWL)
-  WALL/TRIM
SW 7059
(UNUSUAL GRAY)
-  WALL/TRIM
SW 7035
(AESTHETIC WHITE)
-  BRACKETS
SW 7061
(NIGHT OWL)
-  ROOF
LANDMARK TL
(COUNTRY GRAY)

EXTERIOR LIGHT FIXTURE



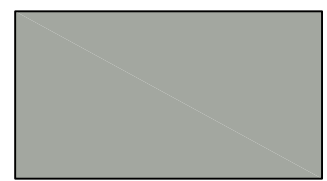
TROY LIGHTING
MODEL #BL4603BZ
BRONZE PARADOX
LED 17.25" TALL
OUTDOOR WALL
SCONCE WITH
OPAL WHITE SHADE

CITY APPROVAL STAMP

ARCHITECT'S STAMP



COLOR LEGEND



WALL/TRIM
SW 7059
(UNUSUAL GRAY)



WALL/TRIM
SW 7035
(AESTHETIC WHITE)



ROOF
LANDMARK TL
(COUNTRY GRAY)

EXTERIOR LIGHT FIXTURE



VALUE LIGHTING
MODEL #LED5550
WHITE LED 10"W x
4.25" DEEP
OUTDOOR CEILING
MOUNTED FIXTURE

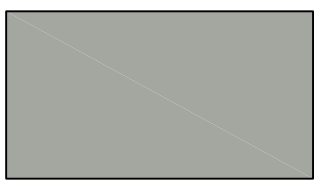
TYPICAL CANOPY



CITY APPROVAL STAMP

ARCHITECT'S STAMP

COLOR LEGEND



WALL/TRIM
SW 7059
(UNUSUAL GRAY)



WALL/TRIM
SW 7035
(AESTHETIC WHITE)



ROOF
LANDMARK TL
(COUNTRY GRAY)

EXTERIOR LIGHT FIXTURE



VALUE LIGHTING
MODEL #LED5550
WHITE LED 10"W x
4.25" DEEP
OUTDOOR CEILING
MOUNTED FIXTURE

TYPICAL CANOPY

City of Palm Coast, Florida

Agenda Item

Agenda Date: 09/18/2018

Department Item Key	PLANNING 4118	Amount Account
Subject	ORDINANCE 2018-XX REZONING 6.3 ACRES GENERALLY LOCATED EAST OF OLD KINGS ROAD N. AND NORTH OF OAK TRAIL BLVD. FROM NEIGHBORHOOD COMMERCIAL (COM-1) AND ESTATE-1 (EST-1) TO MULTIFAMILY RESIDENTIAL-2 (MFR-2)	
Background : <u>UPDATE TO THE SEPTEMBER 04, 2018 BUSINESS MEETING</u> This item was heard by City Council at their September 04, 2018 Business Meeting. There were no changes suggested to this item.		
<u>ORIGINAL BACKGROUND FROM THE SEPTEMBER 04, 2018 BUSINESS MEETING</u> The subject property consists of approximately 6.32 acres of vacant land owned, at the time of this staff report, by Palm Coast Holdings. The 6.32-acre subject tract consists of portions of two different parcels. Taken together, the application is within the Mixed Use FLUM since Old Kings Road N is a mixed use transportation corridor for the City. The Richmond Group is a multifamily developer. The property's location on Old Kings Road N. in the central portion of the City makes it readily accessible to all parts of the City. Further, the property fronts I-95, and is within a mile of the Palm Coast Parkway I-95 interchange, also adding to its accessibility attributes. In addition, the subject site is located within close proximity to services and other retail opportunities. The Richmond Group recognizes the City's need for multifamily capacity and diverse housing options. The analysis the Richmond Group conducted demonstrated that this location would score high as a candidate site for housing tax credits issued by the State of Florida once a year. The stated intention of the application is to develop multifamily units, 55 +. Other specifics of the application include 74 planned units, divided equally between one and two bedroom units. The application is in effect an infill request. To the north of the subject site is Industrial FLUM and zoning. Immediately adjacent to the subject site is the City of Palm Coast's Utility Office and a large outdoor storage facility. Other uses immediately nearby are a mix of office warehouse uses. To the east of the subject site is ESTATE-1 and Greenbelt FLUM. This property offers buffering to the Woodland residents further east but given the residential nature of Oak Trail Blvd. the neighborhood has expressed a high level of concern about the project's proximity and potential access to Oak Trail Blvd. See attached letters and comments pertaining to this agenda item. To the west of the property, across from Old Kings Road N, is the frontage for Interstate 95. There is an FP&L easement at the front of the property. Generally the presence of a FP&L easement precludes buildings and ponds but allows parking. It should be noted, however, that currently there are no sidewalks along Old Kings Road N in this vicinity. The multifamily request, from a land use perspective, provides a reasonable transition from light industrial and retail uses to the north, to more residential uses east and south, provided the greenbelt buffer to the Woodlands Subdivision is maintained. In addition, the application is consistent with the Comprehensive Plan Goal 3.4: Diversity in Housing. On August 15, 2018 the Planning Land Development Regulation Board (PLDRB) voted (5-1-1) - -with one recusal -- to recommend approval of the rezoning request.		

Recommended Action : Approve Ordinance 2018-XX rezoning 6.3 acres generally located east of Old Kings Road, N. And north of Oak Trail Blvd. from neighborhood Commercial (COM-1) and Estate-1 (EST-1) to Multifamily Residential-2 (MFR-2).

ORDINANCE 2018-____
REZONING 63+/- EAST OF OLD KING ROAD NORTH
AND NORTH OF OAK TRAILS BLVD.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP AS ESTABLISHED IN SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; AMENDING THE OFFICIAL ZONING MAP FOR AN APPROXIMATELY 6.3+/- ACRE SUBJECT TRACT; GENERALLY LOCATED EAST OF OLD KINGS ROAD N. AND NORTH OF OAK TRAILS BLVD., DESCRIBED IN ATTACHED EXHIBIT “A” FROM COMMERCIAL-1 (COM-1) AND ESTATE -1 (EST-1) TO MULTI-FAMILY ZONING-2 (MFR-2) ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

1. The rezoning is consistent with the purposes, goals, objectives, and policies of the City of Palm Coast Comprehensive Plan;

2. The rezoning is compatible as defined in the Unified Land Development Code and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for rezoning;
3. The rezoning will result in a logical, timely and orderly development pattern;
4. The staff report has demonstrated sufficient justification that there are changed circumstances, which would require the rezoning request.

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

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

SECTION 2. Official Zoning Map Amended. The 6.3± acres of land generally located east of Old Kings Road N. and N. of Oak Trails Blvd. depicted in “Exhibit A” and “Exhibit B,” attached hereto, is hereby amended from the Neighborhood Commercial, (COM-1)] and Suburban Estate (EST-1) zoning districts to Multifamily -2 (MFR-2) zoning district.

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

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

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

Approved on first reading this 4th day of September 2018.

Adopted on the second reading after due public notice and hearing City of Palm Coast this 18th day of September 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK

Approved as to Form and Legality:

William E. Reischmann, Jr., Esq.

Attachments: Exhibit "A" – Survey of property subject to Official Zoning Map Amd.
Exhibit "B" – Revised Official Zoning Map

EXHIBIT "B"





**COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT FOR APPLICATION #3680
August 15, 2018**

OVERVIEW

Application Number: 3680

Applicant: Richmond Group of Florida

Property Description: 6.32 ± acre property located on the east side of Old Kings Road North, north of Oak Knoll Blvd.

Property Owner:	Palm Coast Holdings
Parcel ID:	Portion of 07-11-31-7081-RPO4A-0000 and a Portion of 18-11-31-0000-0201-0080
Current FLUM designation:	Mixed Use
Current Zoning designation:	General Commercial (COM-1) and Estate -1
Current Use:	Vacant
Size of subject property:	6.32 ± acres

Requested Action: Rezoning from General Commercial (COM-1) and Estate-1 (EST-1) to Multifamily – 2 (MFR-2)

Recommendation: Approval

ANALYSIS

REQUESTED ACTION

The applicant, Richmond Group of Florida, is proposing to rezone approximately 6.32 +/- acres on the east side of Old Kings Road North from General Commercial (COM-1) and Estate -1 (EST-1) to Multifamily – 2 (MFR-2).

BACKGROUND/SITE HISTORY

The subject property consists of approximately 6.32 acres of vacant land owned, at the time of this staff report, by Palm Coast Holdings. The 6.32-acre subject tract consists of portions of two different parcels.

Parcel 18-11-31-0000-0201-0080 is the northern portion of the subject site and currently has COM-1 and EST-1 zoning. As part of this application, the Richmond Group of FL is proposing to rezone the COM-1 portion of this tract to MFR-2.

Parcel 07-11-31-7081-RPO4A-0000 is the southern portion of the subject site. This parcel also is currently zoned COM-1 and EST-1. This application seeks to rezone the COM-1 portion and a small portion of the EST-1 zoning to MFR-2 to establish the project boundary for the site.

Taken together, the application is within the Mixed Use FLUM; therefore, a FLUM comprehensive map change is not required for this rezoning request.

Project Details

The Richmond Group is a multifamily developer. Based on discussions with the applicant, the Richmond Group is interested in this parcel because of its locational attributes, many of which are readily apparent. The property's location on Old Kings Road N. in the central portion of the City make it readily accessible to all parts of the City. Further, the property fronts Interstate 95, and is within a mile of the Palm Coast Parkway IH 95 interchange, also adding to its accessibility attributes. In addition, the subject site is located within close proximity to services and other retail opportunities.

The Richmond Group recognizes the City's need for multifamily capacity and diverse housing options. The analysis the Richmond Group conducted demonstrated that this location would score high as a candidate site for housing tax credits issued by the State of Florida once a year. The stated intention of the application is to develop multifamily units, 55 +. Other specifics of the application include 74 planned units, divided equally between one and two bedroom units.

In addition, details of the application include planned amenities such as a community center, pool, and business lab, multipurpose room with kitchenette, fitness center and laundry. The Richmond Group also conducts resident programs, activities, computer training, assistance with light housekeeping, and 24-hour support to onsite residents.

Locational Analysis

The application is in effect an infill request. The subject site is unusual in that it is split -zoned between COM-1 and EST-1; however, the application is confined to the Mixed Use FLUM boundary which is 6.32 acres.

To the north of the subject site is Industrial FLUM and zoning. Immediately adjacent to the subject site is the City of Palm Coast's Utility Office and a large outdoor storage facility. Other uses immediately nearby are a mix of office warehouse uses.

To the east of the subject site is ESTATE-1 and Greenbelt FLUM. This property offers buffering to the Woodland residents further east but given the residential nature of Oak Trail Blvd. the neighborhood has expressed a high level of concern about the project's proximity and potential access to Oak Trail Blvd. See attached letters and comments pertaining to this agenda item.

To the west of the property, across from Old Kings Road N., is the frontage for Interstate 95. There is an FP&L easement at the front of the property. Generally the presence of a FP&L easement precludes buildings and ponds but allows parking. It should be noted; however, that currently there are no sidewalks along Old Kings Road N. in this vicinity.

The multifamily request, from a land use perspective, provides a reasonable transition from light industrial and retail uses to the north, to more residential uses east and south, provided the greenbelt buffer to the Woodlands Subdivision is maintained.

Comprehensive Plan

From a Comprehensive Plan perspective, it should be noted that the application request is consistent with a number of Comprehensive Plan policies, particularly as it relates to housing. Goal 3.1 refers to the Provision of Affordable Housing; Objective 3.1.1 Adequate and Affordable Housing Opportunities and Policy 3.1.1.2 states that the City will provide local support for developers seeking tax credits administered by the Florida Housing Finance Corporation to construct affordable multifamily projects in appropriate locations.

It is also consistent with Policy 3.1.3.3 Public Roads and Utilities in that it will have access off Old Kings Road N., within a mile's proximity to IH 95. This general area also includes the redevelopment of Holland Park, the Community Center and Island Walk, medical, support and retail opportunities. Again the location benefits from its access to Old Kings Road N, access to Interstate 95 and nearby roadway corridors.

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

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

The subject site is 6.32 acres with limited portions of the site constrained by easements. Policy 1.1.1.4 (B) establishes a preference for multifamily sites that are at least 15 acres of contiguous upland. However, this proposed project is 6.32 acres including the City’s drainage easement.

The Drainage Easement

The City has rights to a drainage easement located on the survey provided by the applicant. The drainage easement is 1.01 acres in size and was executed in March 15, 2017. The drainage easement was granted to the City by the current property owners of the subject site at no cost to the City. The drainage easement was granted for the purpose of accommodating stormwater retention for the Old King’s Road widening, Phases 1 and II. Improvements for the drainage easement have been designed, permitted and funded.

Of utmost concern to the City is that the City’s permitting and funding approvals for this high-priority project not be delayed or jeopardized. If the rezoning is approved, City staff will work with the applicant to resolve any technical issues during the site plan application process.

Technical Site Plan Process

If approved, this development will need to meet Technical Site Plan approval. The ULDC requires additional setbacks for multistory buildings. The ULDC states that “Additional setbacks for multistory buildings adjacent to a single family- zoning district shall be required for compatibility purposes. Any multistory building adjacent to a single family zoning district shall provide an additional setback minimum of ten feet for each story above the first story.” In addition, the project will need to accommodate its stormwater per code to receive Technical Site Plan approval. The retention pond issue, as well as the location of secondary access (if the site plan includes 50 or more units), are not settled at this time. . Also, the applicant has been informed that the City requires one third of all multifamily units to have garages. If the rezoning is approved, the technical site plan application process will require the site plan to comply with the City’s ULDC and the Comprehensive Plan.

LAND USE AND ZONING INFORMATION

USE SUMMARY TABLE:

CATEGORY:	EXISTING:	PROPOSED:
Future Land Use Map (FLUM)	Mixed Use	No change proposed
Zoning District	General Commercial (COM-2 & Estate-1 (EST-1)	Multifamily -2
Overlay District	None	None

Use	Vacant	Multifamily Apartments
Acreage	6.32 +/- acres	6.32 +/- acres
Access	None	Old Kings Rd. N. (primary) * *If 50 or more units secondary access will have to be provided.

SURROUNDING LAND USES:

NORTH:	FLUM:	Mixed Use
	Zoning:	Public Semi Public
SOUTH:	FLUM:	Greenbelt
	Zoning:	EST-1
EAST:	FLUM:	Mixed Use and Greenbelt
	Zoning:	Industrial-1 & EST-1
WEST:	FLUM:	ROW, Greenbelt
	Zoning:	ROW & EST-1

SITE DEVELOPMENT REQUIREMENTS Proposed in Comparison to Existing

Criteria	EXISTING		PROPOSED
	COM-1	EST-1	MFR-2
Min. Lot Size	20,000 SF	1.0 Acre	2,500 SF
Min. Site Size		N/A	4 acres
Min. Lot Width	100'	100'	25'/100'
Max. Impervious area	70 percent	50 percent	70 percent
Min. Living Area	NA	1200 SF	650 SF
Max. Bldg. Height	50"	35 ft.	60 ft. - See Section 3.05
Min. Front Setback	25' (Arterial)	25 ft.	25 ft.
Min. Rear Setback	10'	25 ft.	20 ft.
Min. Interior Side Setback	10'	10 ft.	10 ft.
Min. Street Side Setback	NA	20 ft.	20 '
Max. Density (units/acre)	NA	Up to 1 du/ac	12 DU/AC

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE CHAPTER 2 SECTION 2.05.05

The Unified Land Development Code, Chapter 2, Part II, Section 2.05.05 states: *When reviewing a development order application, the approval authority shall determine whether sufficient factual data was presented in order to render a decision. The decision to issue a development order shall be based upon the following, including but not limited to:*

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

Staff Finding: The creation of additional diverse housing choices with good access to employment centers, retail opportunities and services is a positive community benefit. Infill development also benefits the community when surrounding uses are buffered. The Greenbelt FLUM to the east and south does provides a buffer to residential uses to the east and south.

The proposed development includes amenities and supportive activities that will assist those that live there.

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

Staff Finding: Overall, the request is generally consistent with the following objectives and policies of the Comprehensive Plan:

- Chapter 1: Future Land Use Element:
 - Policy 1.1.1.1 C. Mixed Use: This FLUM designation represents existing and future mixed-use corridors and employment centers throughout the City. A blending of residential and institutional uses are allowed.
 - Objective 1.1.4: Discourage Urban Sprawl
 - Policy 1.1.4.1: The Mixed Use land use designation is intended to provide opportunities for residents to work, shop, engage in recreational activities and attend school and religious services in reasonably close proximity to residential dwellings.
 - Goal 1.3. Adequate Public Facilities. Policy 1.3.1.3. The City shall encourage development to locate in areas where the facilities, infrastructure, and services are available.
 - Objective 1.2. Policy 1.8.2.1: New development shall be interconnected by a multi-purpose path system that can accommodate golf carts, bicycles, and pedestrians.
- Chapter 3: Housing Element:
 - Objective 3.1.1: Adequate and Affordable Housing
 - Policy 3.1.3.2: The City shall seek to disperse affordable housing throughout the City and avoid over concentration in any single area.
 - Policy 3.1.1.2: The City shall provide local support to developers seeking tax credits administered by the Florida Housing Finance Corporation to construct affordable multifamily projects at appropriate locations. This can be provided through a variety of mechanisms including but not limited to financial contributions, expedited plan review, permitting and density bonuses.
 - Policy 3.1.3.3: The City shall provide assistance to housing developers in identifying sites for affordable housing for very low, low and moderate income housing. Potential sites shall be evaluated based on the following criteria:
 - A. Availability of existing or planned roads and central utilities;
 - B. Proximity of existing or planned schools, parks, and other public facilities;
 - C. Proximity of existing or planned employment centers; and
 - D. Proximity to grocery stores and medical facilities.
 - Goal 3.3: Maintain the housing stock and protect residential areas.
 - Policy 3.3.1.3: To promote high quality housing, the City shall enforce architectural and aesthetic regulations.
 - Policy 3.3.2.4: The City shall encourage infill housing and cluster subdivisions in order to protect environmentally sensitive lands and promote energy conservation.
 - Goal 3.4 Diversity in Housing: There shall be a variety of lot sizes and housing types to meet the needs of the citizenry.

Objective 3.4.1.Diversity in Housing Opportunities: Policy 3.4.1.1: Through the FLUM and zoning district regulations of the LDC, the City shall make provisions to supply land that can be developed with various types of residential uses, including single family homes of various sizes, duplexes, multifamily dwellings and residential units in mixed use developments.

- Chapter 5: Infrastructure Element

Objective 5.1.3. Existing Facilities and Urban Sprawl. Maximize the use of existing facilities, discourage urban sprawl and coordinate future expansion plans consistent with projected needs to accommodate development in densities permitted by the Future Land Use Element of the Plan.

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

Staff Findings: The proposed development will be required to comply with all City requirements, subdivision and Technical Site Plan review. Further, it will be subject to all City Codes and Ordinances, including the City's Building Codes and Impact Fee requirements.

The only potential hardship to the City would be if the applicant's use of the City's drainage easement delayed or jeopardized the Old Kings Road N. widening project. The applicant has been advised that under the terms of the drainage easement, any risk in this regard is not acceptable to the City.

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

Staff Finding: The Richmond Group is a very reputable multifamily developer which an established track record. There will be onsite management and amenities. The project will be age restricted to 55+.

Overall the rezoning will not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants. Future development of the site must comply with the performance standards contained in Unified Land Development Code (ULDC).

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

Staff Finding: The future development of the property must comply with the City's Land Development Code, Comprehensive Plan and the requirements of all other applicable local, state and federal laws, statutes, ordinances, regulations and codes in order for the developer to successfully develop the property.

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE CHAPTER 2 SECTION 2.06.03

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

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

Staff Finding: As noted previously in the analysis prepared for ULDC Chapter 2, Part II, Section 2.05.05 of this staff report, the requested rezoning is generally in conformance with the Comprehensive Plan elements, and their goals, objectives and policies.

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

Staff Finding: If approved, the proposed development will include an Environmental Assessment for conformance with the City's code.

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

Staff Finding: The property is currently vacant. Code compliant development onsite, whether the current COM-1 zoning or MFR-3 are anticipated to be positive since the site is currently vacant. The Richmond Group has built quality multifamily projects at multiple locations. There will be onsite management and amenities and supportive services for the residents.

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

Staff Finding: The impact on the necessary governmental services including wastewater, potable water, drainage, fire protection, solid waste and transportation systems shall be evaluated at the time of permit application. Future permits must fall within the adopted Level of Service Standards for all categories of services per the requirements of the City's ULDC. The development will be "age restricted" so it will not have any impacts on schools.

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

Staff Finding: Phase I of this project terminates at the Kingswood Subdivision, approximately 1500 linear feet north of the subject site. The City's drainage easement will separate the multifamily portion of the property from Oak Trails Blvd. In addition, there is 140 feet of separation from the subject site to Oak Trails Blvd.

The City will be developing a retention pond on the subject site. The retention pond is to accommodate stormwater for the Old Kings Road Widening CIP project.

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

Staff Finding: The rezoning allows for MFR-2 development standards. The Comprehensive Plan has a maximum density of 12 DU/AC. By not utilizing the Greenbelt FLUM portion of the property, the applicant has in effect, created a buffer area and separation of uses with the single family residential area to the east and south.

MFR-2 zoning is a reasonable transition from the Industrial and retail uses found to the north and east along Utility Drive.

G. Whether it accomplishes a legitimate public purpose:

Staff Finding: Yes, the rezoning accomplishes a legitimate public purpose. The rezoning of the property and subsequent development into multifamily units will create more diverse housing opportunities in the City. The development project will include amenities, supportive activities and onsite management.

PUBLIC PARTICIPATION

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

To comply with this standard, the City notified the property owners via regular mail on June 2, 2018, for a neighborhood meeting held on July 9, 2018 at 6:00 pm at the Community Center. An issue summary of the meeting is attached. The applicant has taken the additional step of addressing issues raised at the Neighborhood Meeting in writing. Please see correspondence from the public attached to this agenda item.

The required legal advertisement for the public hearing for the Planning and Land Development Regulation Board meeting was placed in the July 4, 2018 paper of local circulation.

SUMMARY OF FINDINGS

Staff finds that the proposed development is consistent with the City's Comprehensive Plan.

RECOMMENDATION

Staff recommends that the Planning and Land Development Regulation Board (PLDRB) recommend to City Council approval of application number 3680 to rezone 6.32 +/- acres from COM-1 and EST-1 to Multifamily -2 (MFR-2).



Location Map



Subject Area

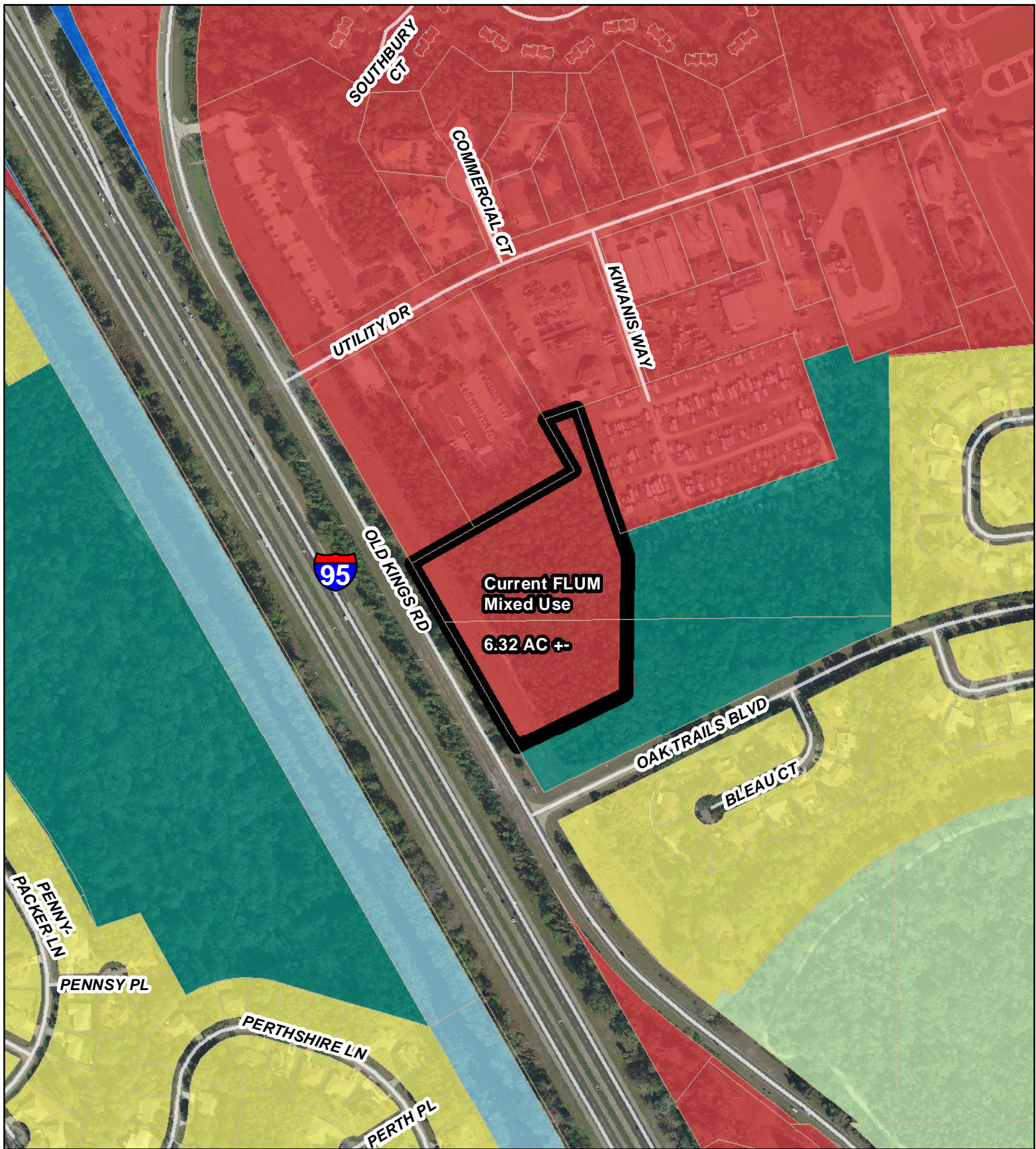
0 200 400
Feet



Map Provided by the GIS Division

Date: 7/3/2018



2017 FDOT Imagery



Subject Area :
Future Land Use Map

Current FLUM Classifications

 **Current FLUM Mixed Use**

	Canals		Institutional
	Conservation		Mixed Use
	Greenbelt		Residential

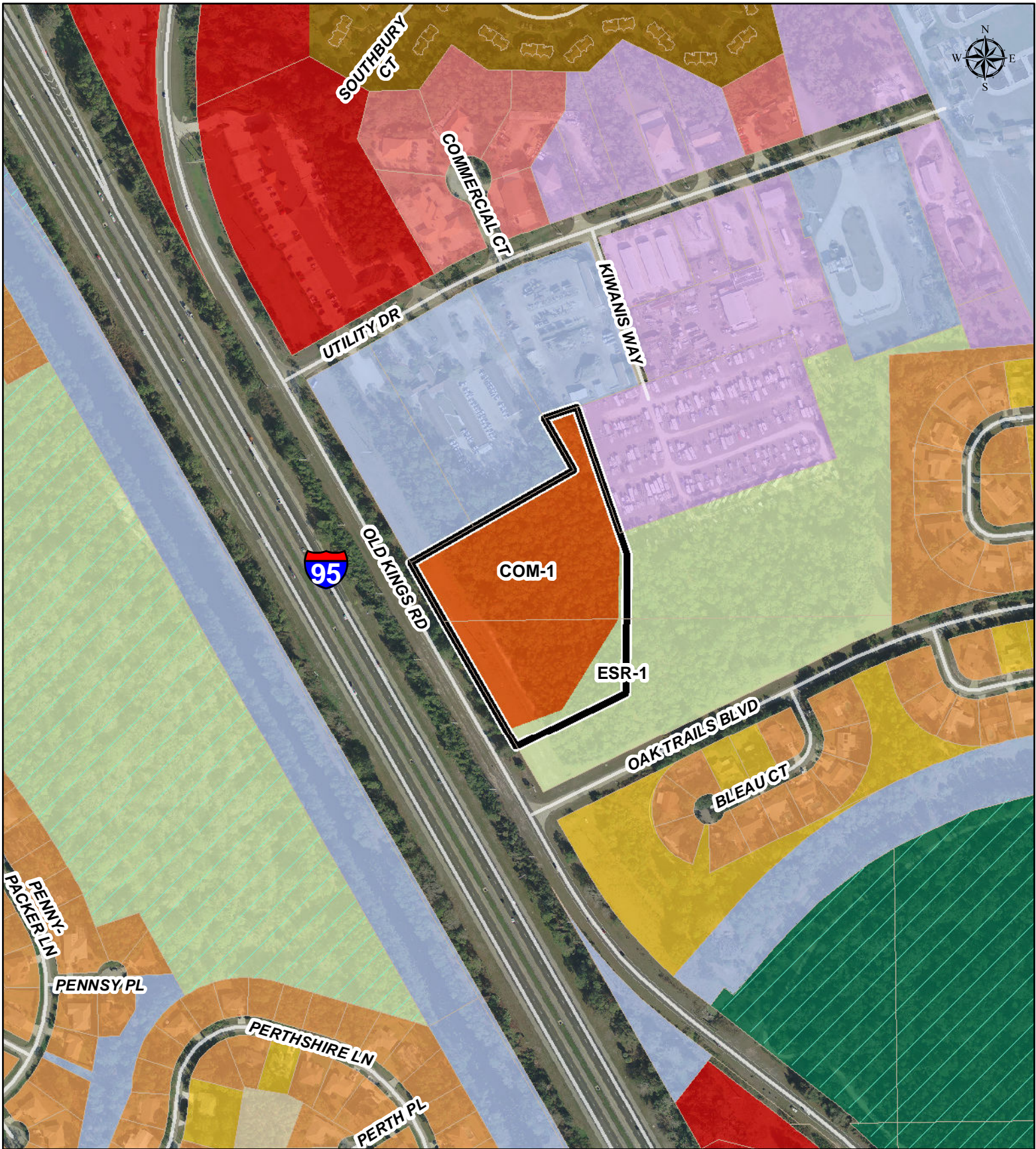


Map Provided by the GIS Division

Date: 7/2/2018

2017 FDOT Aerial Imagery

0 250 500 Feet



Subject Area

6.32 AC +/-

Wetland Overlay Zones

2017 FDOT Aerial Imagery

Current Palm Coast Zoning Districts

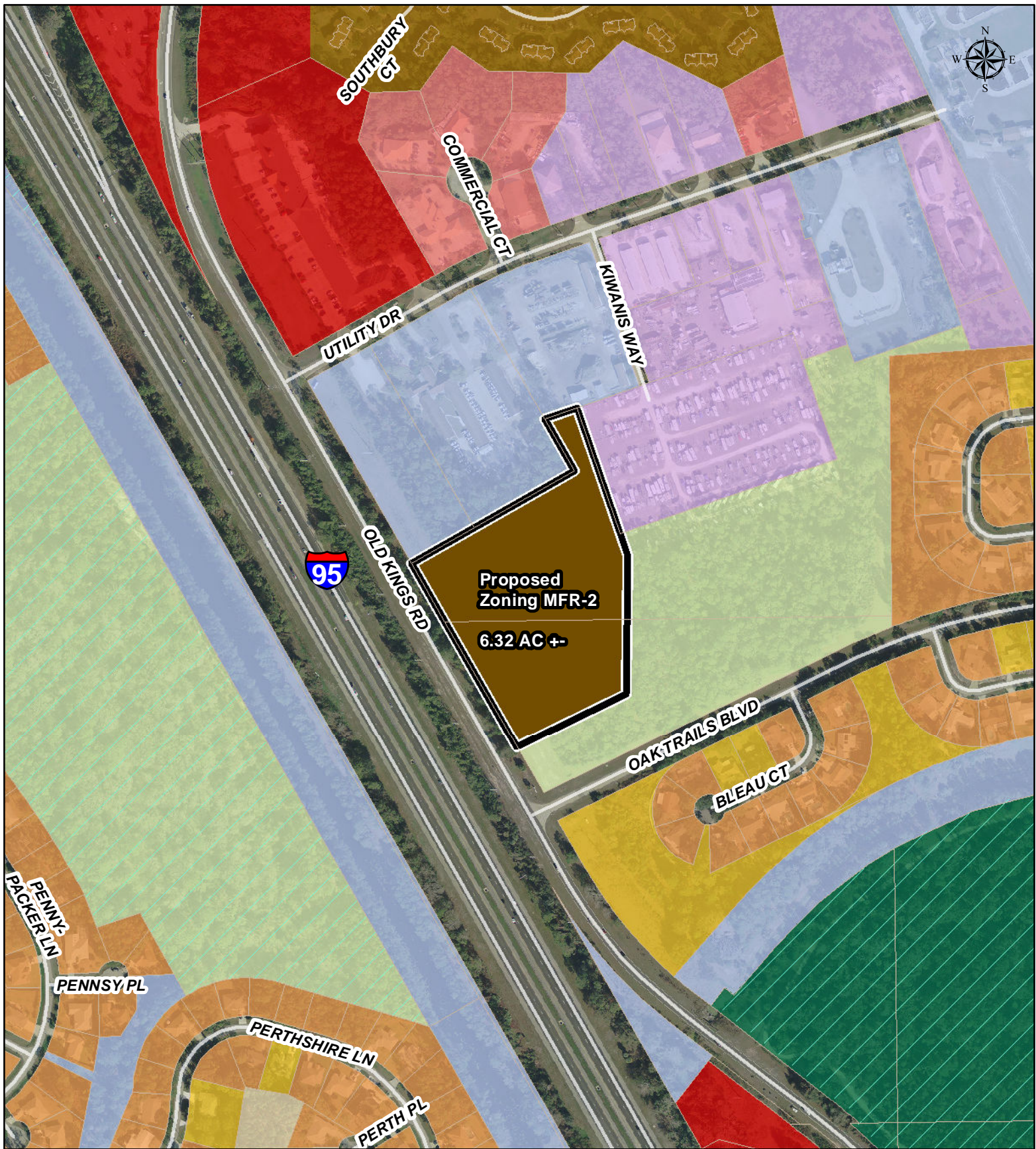
COM-1	MFR-1	SFR-2
COM-2	OFC-2	SFR-3
EST-1	PRS	SFR-5
IND-1	PSP	



Map Provided by the GIS Division

Date: 7/6/2018

0 250 500 Feet



Subject Area : Zoning Map

Current Palm Coast Zoning Districts



Proposed Zoning MFR-2

Wetland Overlay Zones

2017 FDOT Aerial Imagery

COM-1	MFR-1	SFR-2
COM-2	OFC-2	SFR-3
EST-1	PRS	SFR-5
IND-1	PSP	

Map Provided by the GIS Division

Date: 7/2/2018

0 250 500 Feet

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PARCEL 160, RECORDED IN OFFICIAL RECORDS BOOK 553, PAGES 1539 THROUGH 1840, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1, OF THE PLAT OF UTILITY DRIVE, RECORDED IN MAP BOOK 27, PAGES 25 AND 26, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE NORTH 70°54'15" EAST ALONG THE SOUTH LINE OF PARCEL 1 A DISTANCE OF 88.92 FEET; THENCE DEPARTING PARCEL 1 SOUTH 19°05'45" EAST 410.00 FEET; THENCE SOUTH 00°49'54" WEST A DISTANCE OF 362.38 FEET; THENCE SOUTH 64°00'00" WEST A DISTANCE OF 320.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD (100' RIGHT-OF-WAY); THENCE NORTH 29°43'07" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 555.01 FEET; THENCE NORTH 60°16'53" EAST A DISTANCE OF 491.71 FEET; THENCE NORTH 29°43'07" WEST A DISTANCE OF 155.68 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 6.32 ACRES OF LAND, MORE OR LESS.

SURVEYOR'S NOTES

1. NOTICE: THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARINGS BASED ON THE RECORD PLAT OF UTILITY DRIVE AT PALM COAST, WITH THE EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD HAVING A BEARING OF NORTH 29°43'07" WEST.

4. THIS IS NOT A BOUNDARY SURVEY. ENCROACHMENTS, IF ANY, NOT SHOWN HEREON.

5. TREES, WETLANDS AND OTHER MATTERS RELATIVE TO A FIELD SURVEY NOT SHOWN.

6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X", MAP NUMBER 12035C0137E, EFFECTIVE DATE JUNE 6, 2018.

7. THIS SKETCH DONE WITH BENEFIT OF TITLE COMMITMENT, BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 2037-4036668, DATED JUNE 13, 2018.

8. DRAINAGE EASEMENTS FOUND IN ORB 2196, PG. 1389 AND THE UTILITY EASEMENT FOR REUSE WATER LINES FOUND IN ORB 1551, PG 897 WHICH WERE NOT CONTAINED IN THE TITLE COMMITMENT REFERENCED IN NOTE #7 ABOVE WERE FURNISHED BY THE CITY OF PALM COAST, FL. AND ARE SHOWN GRAPHICALLY ON SHEET 1 OF 2.

NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ABBREVIATIONS

CL	CENTERLINE
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
REC	RECORD
(M)	MEASURED DATA
(DESC)	DESCRIPTION DATA
(P)	PLAT DATA
(C)	CALCULATED DATA
E'LY	EASTERLY
W'LY	WESTERLY
N'LY	NORTHERLY
S'LY	SOUTHERLY
R/W	RIGHT OF WAY
PSM	PROFESSIONAL SURVEYOR & MAPPER
LB	LICENSED BUSINESS

CERTIFIED TO:
MAC ROSS

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER 5J-17.050 THRU 17.053, FLORIDA ADMINISTRATIVE CODE.

**Kenneth J
Kuhar**

Digitally signed by
Kenneth J Kuhar
Date: 2018.07.02 14:01:13
-04'00'

REVISED 07-02-18 TO SHOW
EASEMENTS (SEE NOTE #8,
THIS SHEET)

KENNETH J. KUHAR
FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6105



KUHAR SURVEYING & MAPPING, LLC

1501 RIDGEWOOD AVENUE, SUITE 205, HOLLY HILL, FLORIDA 32117
Phone: 386-672-0002 386-295-8051 WWW.KUHARSURVEYING.COM

© 2018 KUHAR SURVEYING & MAPPING, LLC

SKETCH AND DESCRIPTION

DATE: 06/25/2018

PROJECT: K18060

FILE: K18060-SD.DWG

FIELD BOOK:

PAGE:

SHEET 2 OF 2

1" = 200'



477 South Rosemary Avenue, Suite 301
West Palm Beach, FL 33401
P.561-832-1114/F.561-832-1104

July 24, 2018
RE: Rezone Application

Summary of Neighborhood Meeting Concerns

Neighborhood Meeting, Palm Coast 6pm 7-9-18, Palm Coast Community Center

On July 9th 2018 I was able to meet with many of the property owners that neighbor our development site. The meeting started at approximately 6pm and ended at approximately 7:20pm. Responses to each of the below concerns are provided on a separate sheet.

After hearing from the neighbors I can categorize their concerns in the following way:

1. Quality of the proposed development and its residents – the neighbors seem particularly concerned that the proposed development may be occupied by residents that have criminal backgrounds, or residents that may be looking to “live off of the system” for lack of a better term.
2. Traffic – Some neighbors stressed their concern about traffic congestion on the corner of Old kings and oak trail.
3. Infrastructure, Drainage – The neighbors stressed concerns on how the new development would affect the current drainage issues that are plaguing the surrounding community.
4. Infrastructure, electric – Some neighbors mentioned the occurrence of brownouts suggesting that the electrical capacity was not sufficient.
5. Noise – Neighbors stressed their concerns about added noise that the development may bring.
6. Wildlife displacement – Neighbors are concerned about the possible displacement of wildlife if part of the wooded area is cleared for development
7. Home values – Neighbors were concerned that an affordable apartment community would reduce home values for the surrounding single family communities.



477 South Rosemary Avenue, Suite 301
West Palm Beach, FL 33401
P.561-832-1114/F.561-832-1104

July 24, 2018
RE: Rezone Application

Responses to Concerns Addressed at the Neighborhood Meeting
Neighborhood Meeting, Palm Coast, 6pm 7-9-18, Palm Coast Community Center

Response Numbers Correspond with the numbers of the Concerns in the Summary of Neighborhood Meeting concerns document.

1. The Richman Group strives to develop well-built and safe communities, after construction Richman Property Services will manage and maintain the property to ensure that only applicants that meet our strict criteria become residents of the community.
2. Without performing a traffic study, we cannot say with certainty what number of trips would be generated with a 74 unit multifamily development, however we are confident that it would be comparable to a commercial development allowable under the current zoning in the same location. The Richman Group would be committed to ensuring the traffic flow would not be negatively affected by the new development.
3. Further engineering would need to be done for complete accuracy, but the development plans on tying into existing drainage and improving upon it where necessary so that the surrounding areas are not impacted.
4. Florida Power & Light has provided us with an availability letter that ensures there is adequate electric capacity to support the proposed development.
5. There will be a natural buffer of conservation land between the proposed development and the single family homes to the south of the parcel that will mitigate any noise created by the development.
6. Although some displacement of wildlife is to be expected when land is cleared for development, The Richman Group will consider techniques and strategies to reduce the amount of wildlife displacement. We also feel that the surrounding conservation land can provide shelter for much of the wildlife and any displacement will be minimal.
7. The correlation between the emergence of affordable housing and the diminishing of surrounding home values is a subject that is frequently mentioned, however there has been no study that has proven that affordable housing has a negative impact on

surrounding home values. Furthermore the Richman Group is committed to providing a development in which the City and its residents can be proud of, not something that will be an eyesore.



NOTIFICATION AFFIDAVIT FOR OFFICIAL ZONING MAP AMENDMENT (REZONING)

COUNTY OF FLAGLER **X**
 STATE OF FLORIDA **X**

Before me this 3rd day of July, 2018 personally appeared
MAC ROSS who after providing DRIVER'S licence as
 identification and who X did, did not take an oath, and who being duly sworn, deposes
 and says as follows: "I have read and fully understand the provisions of this instrument".

N/A ~~Two (2) signs have been posted on the subject property subject to a rezoning as described with~~
~~Application # _____~~

N/A ~~At least fourteen (14) calendar days before the hearing date advertising the date, time, and~~
~~location of the Planning & Land Development Regulation Board (PLDRB)~~

OR

N/A ~~At least seven (7) days before the hearing date advertising the date, time, and location of~~
~~the City Council hearing.~~

X Notice was given to all neighbors w/in 300 feet
 of proposed development mailed out 7-2-18

[Signature]
 Signature of Responsible Party

MAC ROSS
 Printed Name

477 S. Rosemary Ave #301
Wp 8 35901
 Mailing Address

[Signature: Leah N Stewart]
 Signature of Person Taking Acknowledgement

LEAH STEWART
 Name of Acknowledger (Typed, Printed or Stamped)



This document, once executed, must be returned to a Land Development Technician in the City of Palm Coast Community Development Department prior to the hearing date. Failure to provide document by that time will result in the application not being placed on the agenda for a public hearing.



NOTIFICATION AFFIDAVIT FOR OFFICIAL ZONING MAP AMENDMENT (REZONING)

COUNTY OF FLAGLER **X**
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and says as follows: "I have read and fully understand the provisions of this instrument".

N/A ~~Two (2) signs have been posted on the subject property subject to a rezoning as described with Application # _____~~

N/A ~~At least fourteen (14) calendar days before the hearing date advertising the date, time, and location of the Planning & Land Development Regulation Board (PLDRB)~~

OR

N/A ~~At least seven (7) days before the hearing date advertising the date, time, and location of the City Council hearing.~~

X Notice was given to all neighbors w/in 300 feet
of proposed development mailed out 7-2-18

[Signature]
Signature of Responsible Party

MAC ROSS
Printed Name

477 S. Rosemary Ave #301
Wp 8 35401
Mailing Address

[Signature]
Signature of Person Taking Acknowledgement

LEAH STEWART
Name of Acknowledger (Typed, Printed or Stamped)



This document, once executed, must be returned to a Land Development Technician in the City of Palm Coast Community Development Department prior to the hearing date. Failure to provide document by that time will result in the application not being placed on the agenda for a public hearing.

**PLANNING AND LAND DEVELOPMENT REGULATION BOARD
SPEAKER & COMMENT FORM**

MEETING DATE: August 15, 2018

(Please complete and return to Recording Secretary)

I respectfully request an opportunity to speak at the current PLDRB meeting on the following items:

<p><u>(Agenda Item 2): A REQUEST TO REZONE 6.3 ACRES FROM COMMERCIAL-1 (COM-1) AND ESTATE-1 (EST- 1) TO MULTIFAMILY RESIDENTIAL-2 (MFR-2) GENERALLY DESCRIBED AS LOCATED EAST OF OLD KINGS ROAD AND NORTH OF OAK TRAIL.</u></p> <p>Check One:</p> <p><input type="checkbox"/> I am speaking as a concerned citizen for myself.</p> <p><input type="checkbox"/> I am speaking for another person.</p> <p>Whom: _____</p>	<p><u>Agenda Item 3): A REQUEST TO REZONE 116 ACRES GENERALLY LOCATED ON WHITEVIEW PARKWAY FROM COMMERCIAL-2 (COM-2) TO MASTER PLANNED DEVELOPMENT (MPD).</u></p> <p>Check One:</p> <p><input type="checkbox"/> I am speaking as a concerned citizen for myself.</p> <p><input type="checkbox"/> I am speaking for another person.</p> <p>Whom: _____</p>
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Name (Please Print): Patricia Wenom

Address (Please Print): 171 Westhampton Dr

Palm Coast

I do not wish to speak to an item but would like to provide my opinion and comments:

Comments: I have personally seen a Florida panther walk out of the woods on White Mill + Whiteview. I reported it to FWC and they confirmed other sightings in that specific area. The Florida panther is an endangered species. They are known to keep the number of feral hogs, deer, raccoons etc in Population in Balance.

**PLANNING AND LAND DEVELOPMENT REGULATION BOARD
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Name (Please Print): PAUL NAGY

Address (Please Print): 65 Blake Castle Dr

I do not wish to speak to an item but would like to provide my opinion and comments:

Comments: The woodlands Already has enough problems with The loss of conservation land, daily power & water issues. The traffic is only getting worse.

**PLANNING AND LAND DEVELOPMENT REGULATION BOARD
SPEAKER & COMMENT FORM**

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Name (Please Print): MARK PETERSON

Address (Please Print): 84 BLAINE DR
PALM COAST, FL 32137

I do not wish to speak to an item but would like to provide my opinion and comments:

Comments: RE ZONING A SLIPPERY SLOPE

**PLANNING AND LAND DEVELOPMENT REGULATION BOARD
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Name (Please Print):

DEBORAH & GARY HOOVER

Address (Please Print):

1 BLAINE CT, PALM COAST, FL 32137

I do not wish to speak to an item but would like to provide my opinion and comments:

Comments:

We are extremely concerned about this project. We have drainage issues already, a two lane road with much traffic already and home values that we are working hard to increase. We are aware of re-election and will act accordingly.

**PLANNING AND LAND DEVELOPMENT REGULATION BOARD
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Name (Please Print):

Jeanne Drackert

Address (Please Print):

20 Windermere Place

I do not wish to speak to an item but would like to provide my opinion and comments:

Comments:

Re: Agenda Item #3, I am
glad to rezone from commercial to
planned development, but please no
multi family units. Thanks

**PLANNING AND LAND DEVELOPMENT REGULATION BOARD
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Name (Please Print): Peter H. Kuchinsky

Address (Please Print): 2 Black Bear Ln

Palm Coast, FL 32137

I do not wish to speak to an item but would like to provide my opinion and comments:

Comments: Leave as Commercial. As Multi Family
would put too much Traffic on Old Kings &
would cause Traffic Problem & Flood Control Problems
to General Area. Only 2 Access point to Old Kings
from Wood Lake

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Name (Please Print): Morgan Edwards

Address (Please Print): 9 Bigen Pl Palm Coast Fl
32137

I do not wish to speak to an item but would like to provide my opinion and comments:

Comments: Where do I start??

PLANNING AND LAND DEVELOPMENT REGULATION BOARD
SPEAKER & COMMENT FORM

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Name (Please Print): Marilyn Roszel

Address (Please Print): 65 Blare Castle Dr.
I would not feel comfortable coming up to speak with someone in the back writing down everyone's address

I do not wish to speak to an item but would like to provide my opinion and comments:

Comments: Our area experience excess flooding, waste water management issues, terrible traffic, electrical issues. We just lost a significant piece of conservation land on the other side of the neighborhood that we have not even begin to see the issues it will cause. →

I have never seen a snake or a
hog since this last year. The racoons
are out of control. The deer are
everywhere. I have lived in the
woodlands since 2004. Maybe
if you wouldn't or rezoned the
conservation land on Colbert
we wouldn't have so many issue.
Your planners failed us the first time.

Rezoning 6.5 acres – Old Kings Rd, Oak Trails Blvd & Utility Drive

Rezoning of 6.3 acres from Commercial (Com-1) & Estate (Est-1) to Multifamily (MFR-2) will impact the surrounding single-family homes and the residence in the Woodlands negatively.

Currently there is manufacturing and commercial services (Multiple restaurants, hotels, gas station, CVS pharmacy, strip mall and the city utility services building).

This request for zoning will dramatically change the dynamic of the neighborhood. Documented issues within the Woodlands have included flooding and multiple power outages. Florida Power and Light is aware of the constant power outages, brownouts and has a suggestion a fix to improve the services, although the system has not been tested to ensure the power will be provided consistently as expected. Residents have been told in the past, that issues will be fixed with no results.

Pipes have broken, more than once, causing water to flood roads and yards, ruined a neighbor's roof, busted out a window (Blyth Court). The cause, a pipe broke twice in the same location. Infrastructure upgrades are at a critical point in the Woodlands.

Wild hogs have caused severe damage to yards and with no resolution from the builder on Colbert Lane. Why is this important? It should be in the agreement that the builder is responsible for the capture and removal of all wild animals in the Woodlands. It should not be at the expense of the homeowners to request monies from Woodland residence to pay for the services of a trapper to remove wild hogs.

The Graham Swamp is a refuge for wild animals and water retention. Continuing to push the animals and water to the Graham Swamp will result in uneven ratio of animal/water to land. In all fairness, the City is expecting the Graham Swamp to be the catch all for water and animals. It cannot sustain the continual pressure that is being put on it through building.

Adding possibly 50 rental units, will impact the city services, roads, safety and will cause significant stress on a system that is already overburdened. Old Kings Road has seen a major increase in traffic in the last few years. Multiple accidents resulting in a loss of life. Trying to exit onto Old Kings Road from Utility Drive, the Mall area and/or Oak Trails is almost impossible at times. Contact the Flagler County Sheriff's office for the multiple reports on accidents.

Woodlands has always been a neighborhood with a community atmosphere and helping each other. Safety is a big concern. Adding apartments to the current high-density housing and commercial property in the area, will only add unnecessary stress to the infrastructure, traffic, flooding, animals, Graham Swamp and potential for additional crime. Concerns about housing sale prices that would be impacted by changing the zoning, causing a down swing in house pricing and sales. The negatives outweigh the positives and the majority of the Woodlands community agree that this change should not occur. City Services cannot financially support this proposed change (as noted by a budget request for tax increases to support infrastructure upgrades).

It is not in the best interest of the Woodlands community, City of Palm Coast, financially or for safety, to rezone the 6.5 acres. The request for rezoning should be denied.

Irene Schaefer

From: Bloomfield, John W CIV FRCSE, JAX 68510 <john.bloomfield@navy.mil>
Sent: Wednesday, August 15, 2018 1:03 PM
To: Irene Schaefer
Subject: RE: [Non-DoD Source] Tonight's PLDRB Agenda - August 15, 2018 @ 5:30PM

I'd like to enter the following observation into record. Please forgive me if this has already been discussed:

Concern 1:

REF: City of Palm Coast Agenda - Application # 3680, page 6, paragraph c " ...The proposed development must not impose a significant financial liability or hardship for the City;"

I think it is commendable of the City to propose fair and affordable Housing. However, if this is intended for 55+, doesn't the City have an overreach burden here when it comes to evacuating seniors during an emergency, i.e., a hurricane? Keeping in mind that many of these "families" may have limited means and may include vulnerable adults (as per Florida Statute 825.105), isn't there a likelihood our existing protocols mandating evacuation for anything east of I-95 during a CAT 4 or higher storm will put us all in a pickle in safe guarding our seniors?

We do have planners that consider these issues?

Hasn't the City has already amplified this latent hazard by approving a Senior Living facility on Colbert, across from the DSC campus?

If evacuating seniors is not a concern, then why is the abandoned development all the way down at the extreme end of Colbert and HWY 100 not considered for this purpose?

Concern 2:

Performance of existing electrical service in the neighborhood is in question. Our family experiences surges on a regular basis and work with FPL to mitigate against them. Expanding services further would exacerbate the problem.

John Bloomfield
14 Blackwood court,
Palm Coast, Fl 32137

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

From: Irene Schaefer <ISchaefer@palmcoastgov.com>
Sent: Wednesday, August 15, 2018 12:52 PM
To: Bloomfield, John W CIV FRCSE, JAX 68510 <john.bloomfield@navy.mil>
Subject: RE: [Non-DoD Source] Tonight's PLDRB Agenda - August 15, 2018 @ 5:30PM

You're welcome. I encourage you to submit a comment even if you don't get it in today you since this item will go to City Council if approved this evening. If you don't get the email into tonight you might want to check the website for the results tab to tonight's meeting and then if it passes submit an email to the attention of the City Council.

Thank you for participating in your City's government.

Sincerely,

Irene Schaefer
Planning Clerk
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164
Tel: 386-986-3749
www.palmcoastgov.com

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

From: Bloomfield, John W CIV FRCSE, JAX 68510 <john.bloomfield@navy.mil>
Sent: Wednesday, August 15, 2018 12:07 PM
To: Irene Schaefer <ISchaefer@palmcoastgov.com>; netafect <netafect@gmail.com>
Subject: RE: [Non-DoD Source] Tonight's PLDRB Agenda - August 15, 2018 @ 5:30PM

Thank you for the link below:

https://agendas.palmcoastgov.com/meetings/2018/8/268_A_planning-and-land-development-regulation-board_2018-08-15_Agenda.pdf

I was able to pull up the packet. I appreciate the help. I may offer a comment in writing Irene. Let me see if I can get all the way through this and get back with you.

John Bloomfield
USN FRCSE
904-317-1571 Work

BLDG 6206 FL 1 RM A-20
Jacksonville, FL 32215

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

From: Irene Schaefer <ISchaefer@palmcoastgov.com>
Sent: Wednesday, August 15, 2018 10:41 AM
To: Bloomfield, John W CIV FRCSE, JAX 68510 <john.bloomfield@navy.mil>; ISchaefer@palmcoastgov.com
Subject: [Non-DoD Source] Tonight's PLDRB Agenda - August 15, 2018 @ 5:30PM

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

City of Palm Coast

Files Sent

Irene Schaefer has sent the following files to you along with the following message:

Good Mornning Mr. Bloomfield:

I'm sorry you had issues you are in the correct location however below is the link to the agenda for tonight's business meeting starting @ 5:30PM. Thank you and please call me with any issues.

https://agendas.palmcoastgov.com/meetings/2018/8/268_A_planning-and-land-development-regulation-board_2018-08-15_Agenda.pdf <https://agendas.palmcoastgov.com/meetings/2018/8/268_A_planning-and-land-development-regulation-board_2018-08-15_Agenda.pdf> .

Just in case I'm attaching the file since you've tried a couple of times to access the business agenda.

Sincerely,

Irene Schaefer

Planning Clerk

City of Palm Coast

160 Lake Avenue
Palm Coast, FL 32164

Tel: 386-986-3749

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

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<<http://www.youtube.com/watch?v=pYRP-NNzD3A>>

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Files

* 268_A_planning-and-land-development-regulation-board_2018-08-15_Agenda.pdf

Click here <<http://www.palmcoastgov.com/filesshare/sent/118cc7da-15a9-4151-af88-200da980d6d3>> to view and download these files, or visit: <http://www.palmcoastgov.com/filesshare/sent/118cc7da-15a9-4151-af88-200da980d6d3>

Please download these files by Wednesday, August 22 - they will be removed from our servers on this date.

<<http://www.palmcoastgov.com>>
City of Palm Coast
160 Lake Avenue
Suite B-106

Palm Coast, FL 32164
Tel: (386) 986-2360
Office Hours : M-F 8a-5p

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

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

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Your e-mail communications may be subject to public disclosure.

To who it may concern:

I own a home in the Woodlands and I wanted to make you aware of the concerns that we are experiencing here in our neighborhood.

1. The traffic exiting out on Colbert or Oak Trails is no fun and now with the medical center opening on Colbert the amount of cars cutting through our neighborhood are going to increase drastically. I live on Blare Drive and the amount of trucks and cars that use my street as cut through are increasing daily. My mailbox has been hit 3 times. The traffic already backs up on Old king and Palm Coast Parkway, adding another 74 families to this area is just unrealistic.

2. The flooding in our neighborhood is extreme. My understanding is that the city is suppose to clean out the swales every couple of years but since I have been living here that has not happened. My concern is if this Multi-Family complex is built, they will built up the low lying property and when we have a lot of rain this will cause more flooding into the Woodlands.

3. The Woodlands currently experience brown-outs on a weekly basis. I know FPL will not own up to it, but I work from home and the power is constantly flickering and or shutting off shortly. I have tried the only 2 internet providers in our area and I have frequent delays on internet speed. Our neighborhood needs to be updated with new wires and power grids. I know I am not an expert but working from home allows me to account for the outages and the issues with the internet.

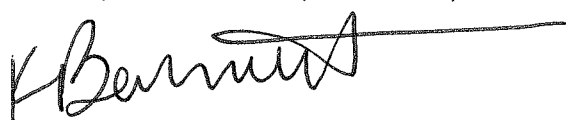
4. During the meeting at the Community Center, some of my neighbors spoke about concerns with sewer backing up on their streets when there is a lot of rain, this seems like a health issue and it needs to be addressed immediately.

5. I know this may not be a concern for the city but in the Woodlands we love our wildlife that wanders through our yards. However, we did not enjoy all the wild hogs that were displaced when the land was being cleared for the Medical Center. What drew me to this neighborhood was the wetlands are in front of my house and there would be no building there. I also purchased my home in the area because there are no Duplex's, which in my opinion has destroyed the P Section and the R Section. There should be limits on how many rental properties can be in any neighborhood. Excessive rental properties can destroy a neighborhood with crime, lower and property values.

6. As I said I live on Blare Drive and the speeding on my road to excessive, I have a 9 year old son and he is not allowed to ride his bike on our street. I am dreading when they complete the Medical Center as there will be more traffic added to my road.

I understand that Palm Coast is expanding but there is appropriate space for a Multi-Family complex in our areas in our county. Please do not allow they to destroy our neighborhood. Do not approve the rezoning request. We do not want them here!! Thank you for your time.

Kathy Barnett, 107 Blare Drive, Palm Coast, FL 32137 (954)465-5588

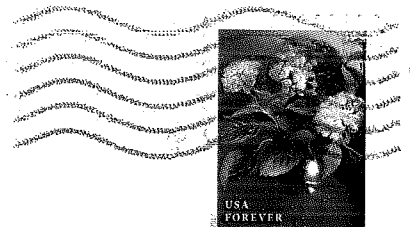
A handwritten signature in black ink, appearing to read 'K Barnett', with a long horizontal line extending to the right.

arnett

32137

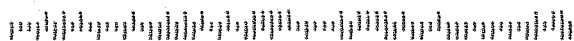
ORLANDO FL 328

25 JUL 2015 PM 7 L



Irene Schaefer
Planning Clerk
160 Lake Avenue
Suite #134
Palm Coast FL 32164

32164-241735



7/15/2018

Irene Schaefer
Planning Clerk
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32169

Dear Ms Schaefer:

I am writing in regard to the rezoning meeting for application #3680, which has been rescheduled for August 15, 2018. It has just come to my attention by one of the local neighbors in The Woodlands.

We purchased our retirement home in 2010 in The Woodlands because we were especially drawn to the beautiful trees and quiet neighborhood. We put up a wooden fence that has since rotted at the bottom due to standing water not draining properly.

Since purchasing our home, we have experienced flooding on our street. During the last two hurricanes the water rose so high a neighbor's car was totaled and the water came up into another neighbor's garage. This neighbor has since abandoned their home. Water was even bubbling up from the sewer system. Fortunately, the water didn't reach our garage as our house sits a little further back. However, we couldn't go out into our back yard for weeks due to standing water.

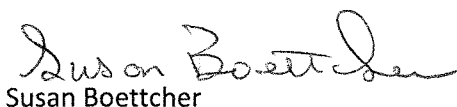
The swale system just doesn't work in this area and certainly isn't maintained. We have witnessed City of Palm Coast trucks emptying water from other areas into our drainage ditches that only builds up more dirt for things to grow.

The only time we get something done is when we complain, and even then we are put on a waiting list. The ground can absorb a few inches and water, but not for a lot of days of rain. The water in the swales usually remains there for weeks. We have brought in bags of dirt to build up the back yard, but it only diverts the water into the yard next door.

As we see new development around The Woodlands, this only makes our problem worsen as their property is raised higher so water will drain and it usually drains back into one of our neighborhoods. We still haven't felt the whole brunt of the retirement facility being build on Colbert. The present drainage system for this area needs to be evaluated before approving more housing development to move in around us.

Another problem with standing water is Old Kings Road going south. Everytime it rains hard, half of a two lane highway is flooded because of the poor drainage system. I understood Town Center was developed for housing this size. I would greatly appreciate your reconsidering the rezoning of this development and have someone look at our area and the drainage problem.

Very truly yours,



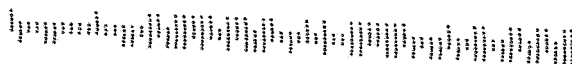
Susan Boettcher
16 Blaketown Place
Palm Coast, FL 32137

Ms Susan Boettcher
16 Blaketown Pl
Palm Coast, FL 32137



Irene Schaefer
Planning Clerk
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32169

32164-241777



Irene Schaefer

From: Ida Meehan
Sent: Friday, July 6, 2018 3:43 PM
To: Ray Tyner; Damaris Ramirez
Cc: Irene Schaefer
Subject: FW: Rezoning of the woodlands

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

From: tearopal86@gmail.com <tearopal86@gmail.com>
Sent: Friday, July 6, 2018 3:42 PM
To: Ida Meehan <IMeehan@palmcoastgov.com>
Subject: Rezoning of the woodlands

Ida Meehan,

I've been giving this contact information to reach out about the rezoning of my beautiful and peaceful neighborhood. I, and pretty much the rest of the local community, am deeply angered and upset that this is even an issue we are facing. I have received no letter regarding the proposal, and the sign was hardly noticeable. We chose this area for its quiet and large areas of natural habitat. You've already butchered a huge chunk off of Colbert for an old people's home, and now you propose destroying another huge swath of forest for a bunch of low life, crime laden riff-raff apartments. I'm sorry but no more. We don't want the traffic. We don't want the crime. We don't want to see what little natural animal habitats left get bowled over for ugly concrete monsters. Palm coast is already starting to become a city like philly. I moved away from philly for a reason. Leave our nature alone. Let them build their building off of route one in those huge empty cow fields. Away from people who work hard for a living and would like to see their hard work not get destroyed. I'm all for helping folks out in a pinch, but you can not believe, nor convince me that it won't get abused by drug addicts, drunks, and criminals. I've been in the aid system before. It doesn't help the good folks out. It helps the low life stay in the system. Please, please, please do not approve or allow this. I'm begging you. If this goes through, we will be leaving palm coast for good. Nothing is safe here, not even the animal's homes.

Respectfully,

-Elizabeth T

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Smith, Clinton F.	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Planning and Land Development Regulation Board
MAILING ADDRESS 8 Cadillac Place	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY Palm Coast	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
COUNTY Flagler	NAME OF POLITICAL SUBDIVISION: City of Palm Coast
DATE ON WHICH VOTE OCCURRED August 15, 2018	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input checked="" type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Clinton F. Smith, hereby disclose that on August 15, 20 18 :

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____ ;
- ☐ inured to the special gain or loss of my relative, _____ ;
- ☒ inured to the special gain or loss of Kings Business Center, LLC, by
whom I am retained; or
- ☐ inured to the special gain or loss of _____, which
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.


(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Rezoning request for 6.3 acre property located at Old Kings Road and Oak Trails Blvd (Application #3680). I have been retained by the current owner of the property being rezoned, Kings Business Center, LLC on matters not related to the rezoning request..

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

August 15, 2018

Date Filed


Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

City of Palm Coast, Florida

Agenda Item

Agenda Date: 9/18/2018

Department	PLANNING	Amount
Item Key	4119	Account
Subject	ORDINANCE 2018-XX TO REZONE 116 ACRES LOCATED ON N. OF WHITEVIEW PKWY AND SOUTH OF PINE LAKES PKWY FROM COMMERCIAL -2 (COM-2) TO MASTER PLANNED DEVELOPMENT (MPD)	

Background :
UPDATE TO THE SEPTEMBER 04, 2018 BUSINESS MEETING
This item was heard by City Council at their September 04, 2018 Business Meeting. There were no changes suggested to this item.

ORIGINAL BACKGROUND FROM THE SEPTEMBER 04, 2018 BUSINESS MEETING
The owner, the Miral Corporation, is proposing to rezone approximately 116 acres generally bound by Whiteview Parkway, White Mill Drive, Pine Lakes Parkway, and Woodbury and Woodborn Lanes. The subject site is currently zoned General Commercial (COM-2). The proposed zoning is Master Planned Development (MPD) that includes a Master Concept Plan and Development Agreement.

The subject property is currently vacant, however, the property is now completely surrounded by single family development, with the exception of two churches. Single- family homes immediately abut the subject site on the west. Two churches lie adjacent to the subject site on the south. White Mill Drive and Pine Lakes Parkway each serve as a boundary to the subject site on the east and north. Each of these roadways have a multiuse path as part of the subject site's roadway frontage.

Application 3420 includes a Master Concept Plan as well as a proposed Development Agreement. The Master Concept Plan proposes 210 single family homes, with 45' and 50' lot minimums. In addition, the Master Concept Plan includes a 9 acre area for a City Park. Two wetland areas are incorporated into the open space through the Master Concept Plan design, one in the southwest corner and one in the northeastern corner of the Master Concept Plan. Lastly, a multifamily site is designated the southeastern corner of the site, with the possibility of a small node of neighborhood commercial use. This project, in essence, is changing the entitlements from that of nonresidential project (COM-2), commercial project to a residential project that includes two distinct single family housing types and the proposed multifamily project and a park.

If approved by the City Council, the proposed Master Concept Plan will be the guiding document during the Subdivision process. In addition, the multifamily portion of the project will have to undergo Technical Site Plan review. The approval of the Master Planned Development rezoning, will allow the subdivision process to proceed.

The Planning Land Development Regulation Board (PLDRB) voted (7-0) to recommend that the City Council approve the rezoning request.

Recommended Action :

Staff and the PLDRB recommend that the City Council approve application number 3420 to rezone 116 +/- acres north of Whiteview Pkwy and south from Pine Lakes Pkwy from COM-2 to Master Planned Development (MPD)

ORDINANCE 2018 - _____

WHITEVIEW LAND MASTER PLANNED DEVELOPMENT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP AS ESTABLISHED IN SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; AMENDING THE OFFICIAL ZONING MAP FOR 116.41+/- ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED ON PINELAKES PARKWAY, AND BEING MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT “A”, FROM COMMERCIAL TO MASTER PLANNED DEVELOPMENT DISTRICT (MPD) ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING

WHEREAS, Miral Corp. (“Owner”), is the fee simple title owner of certain real property located in Palm Coast, Florida, more particularly described in the legal description attached hereto as **Exhibit “A”**, and incorporated herein (the “Owner’s Property”); and

WHEREAS, Owner desires to develop the Subject Property as a Master Planned Development (“MPD”) as set forth in a MPD Development Agreement (“Development Agreement”) attached hereto as **Exhibit “B”**; and

WHEREAS, the Owner voluntarily agrees with the conditions, terms, and restrictions hereinafter recited, and has agreed voluntarily to their imposition as an incident to development of the Subject Property; and

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

WHEREAS, additional conditions of approval may also be included within the minutes of relevant meetings of the Planning & Land Development Regulation Board and City Council. Furthermore, any representations or promises made by the Applicant during the zoning review and approval process for the Project (whether oral or in writing) shall also be additional conditions of approval if deemed appropriate by the City; and

WHEREAS, this is a non-statutory Development Agreement which is not subject to or enacted pursuant to the provisions of Section 163.3220 – 163.3243, Florida Statutes; and

WHEREAS, the Applicant's application for a Master Plan Development is approved subject to the Development Agreement's terms and conditions; and

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

WHEREAS, the City Council held duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and the recommendation of the Planning and Land Development Board which voted to approve at the regularly scheduled meeting conducted on August 15, 2018, and after complete deliberation, the City Council hereby finds the requested change consistent with the City of Palm Coast Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

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

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

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

SECTION 2. ZONING MAP AMENDMENT AND MPD AGREEMENT.

(a) That the Official Zoning Map of the City of Palm Coast as described in City of Palm Coast Unified Land Development Code Section 3.01.02 is hereby amended to include a change of classification to City of Palm Coast Master Planned Development District (MPD) for the property legally described on Exhibit “A”, which is attached and incorporated herein by this reference. City staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

(b) The MPD Development Agreement (“Development Agreement”) and its Exhibits attached hereto, with all appropriate signatures and joinders, attached hereto as Exhibit “B” is hereby adopted and approved by the City Council of the City of Palm Coast and shall constitute the regulations for the specific MPD District. The Development Agreement shall be recorded in the Official Records of Flagler County, Florida, by the City Clerk.

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

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

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective immediately.

APPROVED on first reading the 4th day of September 2018.

ADOPTED on the second reading after due public notice and hearing this 18th day of September 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY

WILLIAM E. REISCHMANN, JR. ESQ.

EXHIBIT "A"

PARCEL 302

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, THENCE N89°04'10"E ALONG THE SOUTH LINE OF SAID SECTION 23 A DISTANCE OF 600.01 FEET FOR A POINT OF BEGINNING ON THE EASTERLY LINE OF WYNNFIELD - SECTION 27, AS RECORDED IN MAP BOOK 9, PAGE 36, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE RUN N00°32'46"W ALONG SAID EASTERLY LINE 1004.68 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE N51°48'30"E 1227.22 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF BARTON PARKWAY, BEING A POINT ON CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4579.61 FEET; THENCE FROM A CHORD BEARING OF S51°23'29"E RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 2110.09 FEET THROUGH A CENTRAL ANGLE OF 26°23'58" TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF WHITE MILL DRIVE; THENCE S24°54'30"W ALONG SAID WESTERLY RIGHT OF WAY LINE 261.18 FEET; THENCE N65°05'30"W 150 FEET; THENCE S24°54'30"W 100.00 FEET; THENCE S65°05'30"E 150.07 FEET TO THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF WHITE MILL DRIVE, BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 6040.00 FEET; THENCE FROM A CHORD BEARING OF S18°55'49"W, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT OF WAY LINE 1203.33 FEET THROUGH A CENTRAL ANGLE OF 11 °24'54" TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE S13°13'22"W 351.34 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF WHITE VIEW PARKWAY; THENCE N77°00'42"W ALONG SAID NORTHERLY RIGHT OF WAY LINE 551.55 FEET; THENCE N12°59'20"E 11.22 FEET; THENCE N27°53'28"W 95.46 FEET; THENCE N58°55'37"W 235.10 FEET; THENCE N24°56'30"W 165.00 FEET; THENCE N77°00'42"W 578.00 FEET; THENCE S12°59'31"W 4.83 FEET; THENCE N77°00'42"W 85.66 FEET; THENCE N47°03'32"W 64.32 FEET; THENCE S56°05'27"W 259.93 FEET; THENCE S12°59'18"W 124.00 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF WHITE VIEW PARKWAY, BEING A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1624.00 FEET; THENCE FROM A CHORD BEARING OF N79°57'18"W RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY LINE 172.20 FEET THROUGH A CENTRAL ANGLE OF 06°04'31" TO THE AFOREMENTIONED EASTERLY LINE OF WYNNFIELD - SECTION 27; THENCE N00°32'46"W ALONG SAID EASTERLY LINE 905.32 FEET TO THE POINT OF BEGINNING.

EXHIBIT “B”

WHITEVIEW MASTER PLANNED DEVELOPMENT AGREEMENT

Prepared by:
Michael D. Chiumento III, Esq.
Chiumento Dwyer Hertel Grant & Kistemaker,
P.L. 145 City Place, Suite 301
Palm Coast, FL 32164

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

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

**MASTER PLAN DEVELOPMENT AGREEMENT BETWEEN THE CITY OF
PALM COAST AND MIRAL CORP.**

THIS MASTER PLAN DEVELOPMENT AGREEMENT, (herein referred to as the “Development Agreement”) is made and executed this ____ day of _____, 2018, by and between the CITY OF PALM COAST, a Florida municipal corporation (herein referred to as the “City”), whose address is 160 Lake Avenue, Palm Coast, Florida, 32164, and MIRAL CORP., a Florida corporation (herein referred to from time-to-time as the “Owner” regardless of whether singular or plural ownership status) whose address is 4370 La Jolla Village Drive, Suite 650, San Diego, CA 92122.

WITNESSETH:

WHEREAS, the Owner is the fee simple title owner of certain real property consisting of 116.4 +/- acres located in the City of Palm Coast, Flagler County, Florida, more particularly described in the legal description attached hereto as **Exhibit “A”** and incorporated herein (“Owner’s Property”); and

WHEREAS, the Owner requests approval for a Master Planned Development (“MPD”) on the Subject Property, subject to the conditions set forth in this Development Agreement ; and

WHEREAS, the Owner voluntarily agrees with the conditions, terms, and restrictions hereinafter recited, and has agreed voluntarily to their imposition as an incident to development of the Subject Property; and

WHEREAS, the City of Palm Coast City Council (“City Council”) finds that this Development Agreement is consistent with the City’s Comprehensive Plan (2035) (the “Comprehensive Plan”) and LDC and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City; and

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

WHEREAS, additional conditions of approval may also be included within the minutes of relevant meetings of the PLDRB and City Council. Furthermore, any representations or promises made by the Owner during the zoning review and approval process for the Project (whether oral or in writing) shall also be additional conditions of approval if deemed appropriate by the City; and

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

NOW, THEREFORE, it is hereby resolved and agreed by and between the City and the Owner that the Owner’s application for a Master Planned Development is approved subject to the Development Agreement’s following terms and conditions:

SECTION 1. RECITALS.

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

SECTION 2. REPRESENTATIONS OF OWNER.

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

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

(c) The Owner hereby represents to the City that all required joinders and consents have been obtained and set forth in a properly executed form on this Development Agreement. Unless otherwise agreed to by the City, all liens, mortgages, and encumbrances not satisfied or released of record must be subordinated to the terms of this

Development Agreement and joinders must be executed by any mortgagees. It is the responsibility of the Owner to ensure that said subordinations and joinders occur in a form and substance acceptable to the City Attorney prior to the City's execution of this Development Agreement. If the Owner fails to attain the joinder and consent, then the Owner shall lose all rights and benefits deriving hereunder.

SECTION 3. PROJECT DESCRIPTION.

The Applicant may develop a Mixed residential development consisting of (i) up to 210 residential units; (ii) a +/- 27 acre parcel of land to be developed as multifamily development (MFR-2); (iii) a +/- 2 acre parcel (COM-2) or MFR-2; and (iv) a Neighborhood Park (approximately 9 acres), as depicted on the Development Agreement's Conceptual Master Plan (Exhibit "B") and Tract Map ("Exhibit "C). The Project shall be integrated internally and externally by a series of pedestrian pathways and developed in conformance with the City Code, the Development Agreement's Conceptual Master Plan, and this Development Agreement.

SECTION 4. FUTURE LAND USE MAP (FLUM).

The future land use designation for the Subject Property is Mixed Use. This Development Agreement is consistent with the City's Comprehensive Plan (2035).

SECTION 5. APPROVAL OF MASTER PLAN DEVELOPMENT, CONCEPTUAL MASTER PLAN APPROVAL, AND DEVELOPMENT REVIEW PROCESS.

(a) The City Council, at its regular meeting on _____, 2018, adopted Ordinance 2018-____ for a Master Planned Development affecting the Subject Property subject to the terms and conditions of this Development Agreement.

(b) The Owner acknowledges if this Development Agreement is ever

terminated, the approval shall be deemed null and void and the land uses approved for the Subject Property shall no longer be permitted, unless otherwise approved by the City Council.

(c) The provisions of the then current City of Palm Coast Unified Land Development Code ("LDC") shall be applicable to the Subject Property unless otherwise specifically stated herein. Any City Code provision not specifically identified will not be affected by the terms of this Development Agreement, and will be subject to enforcement as if no Development Agreement were in effect.

(d) The Development Agreement' Conceptual Master Plan (Exhibit "B") depicts the layout of the Project and delineates the approximate property boundaries, streets, easements, property lines, general location of lots and intended uses.

(e) The Development Agreement's Exhibit B: Conceptual Master Plan (Exhibit "B") and Tract Map (Exhibit "C" contains a level of detail satisfactory to permit the Project to proceed directly to Preliminary Plat.

**SECTION 6. MODIFICATIONS TO THE DEVELOPMENT
AGREEMENT CONCEPTUAL MASTER PLAN.**

Modifications to the exact location and number of lots, roadways, primary sidewalk/pathway system, and other improvements may be requested by the Owner and approved by the Land Use Administrator during review of construction documents, site plans, or Preliminary Plat for the Project or portions thereof, as long as the development standards contained in this Development Agreement are maintained. Moreover, the Land Use Administrator is authorized to approve those modifications to the Development Agreement Conceptual Master Plan as allowed by the LDC, and any construction

documents, and Preliminary Plat for the Subject Property or portions thereof provided that:

(1) The maximum building height and number of residential lots described herein are not exceeded, (2) Property setbacks are not modified and (3) the approved plans maintain the development standards in this Development Agreement.

SECTION 7. PERMITTED USES.

The Owner agrees to fully comply with the following Use Restrictions on the Subject Property. The Owner must develop the Subject Property consistent with the Development Agreement Conceptual Master Plan (Exhibit "B" , except as otherwise provided in Section 7 of this Development Agreement.

7.1 USE RESTRICTIONS.

(a) The Subject Property's use shall be limited to

- 210 single family residential units
- 27 acre parcel (MFR2)
- 2 acre parcel (MFR2 or COM-2)
- Public Park & facilities (approximately 9 acres)

(b) Except as provided elsewhere in this Development Agreement, any modification to the Development Agreement that proposes a change of uses approved herein, increases the intensity or types of development, or decreases the size of any perimeter buffer within the Subject Property shall require the approval of the City Council, following the review and recommendation of the PLDRB.

7.2 VEHICULAR/NON-VEHICULAR AND PEDESTRIAN ACCESS PARKING AND INTERCONNECTIVITY.

(a) The Development Agreement Conceptual Master Plan integrates

pedestrian, bicycle, and vehicular traffic circulation systems within the Subject Property and with adjacent rights-of-ways. All uses shall have access to a roadway but are not required to front on a dedicated road. The City shall be granted access to all roadways to ensure that public safety is maintained.

(b) Project shall provide and maintain one access drive onto White Mill Drive and one main access onto Pine Lakes Parkway as shown on the Development Agreement Conceptual Master Plan and other access determined to be appropriate. A temporary construction access shall also be allowed along the southerly portion of the Project.

(c) School Bus Stop: The Owner shall construct a school bus stop, along Pine Lakes Parkway or Whiteview Parkway as determined by the Flagler County School District with both being conveyed to the City and/or the Flagler County School District, that meets locational and design standards of the Flagler County School District and City, unless otherwise agreed to by the parties or their designees.

SECTION 8. LAND DEVELOPMENT CODE NON-APPLICABILITY.

The development of the Project shall proceed in accordance with the terms of this Development Agreement. In the event of an inconsistency between the terms of this Development Agreement and the LDC, the terms of this Development Agreement shall prevail. Where specific requirements are not contained in this Development Agreement, the LDC shall apply to the extent that it does not conflict with the provisions of this Development Agreement or the general intent of the Development Agreement Conceptual Master Plan.

SECTION 9. FACILITY COMMITMENTS.

(a) Unless otherwise described elsewhere in this Development Agreement, the

Owner agrees that the City is not responsible for the construction or creation of public facilities or capacity to facilitate the development of the Subject Property. No building permits or development permits shall be issued for the Subject Property unless adequate capacity of concurrency monitored facilities are available concurrent with the impact on said facilities by the Project.

(b) Private & Public Improvements: The Owner agrees to construct, at a minimum, the following on-site improvements, at the Owner's sole and exclusive expense, as a condition of this Development Agreement and in addition to the payment of all impact fees relating to the development of the Subject Property, unless otherwise provided for herein:

- i. Private: The parking areas; utilities; master stormwater system; sidewalks; lighting; recreational facilities, and perimeter buffer landscaping. The Owner shall grant any and all drainage and utility easements to the City which are deemed necessary to serve the public utilities.
- ii. The Owner agrees that the City has shown an essential nexus between a legitimate City interest and the conditions, if any, imposed herein. The Owner further agrees that all proposed conditions are roughly proportional to the impact the development will have upon the public, based upon an individualized determination by the City that the required conditions are related in both nature and extent to the impacts of the proposed Project.
- iii. Nothing herein shall be deemed a prohibited exaction under Fla. Stat.

70.45, and Owner agrees it has not suffered any damages under that statute.

(c) SIDEWALKS AND PEDESTRIAN PATHS: The Owner shall provide an internal integrated system of sidewalks to ensure that pedestrians maintain an easy and safe access to all uses as depicted on the Development Agreement Conceptual Master Plan. The Owner shall provide community sidewalks a minimum of five (5) feet wide on only one side of the internal roadway system.

(d) ACCESS: Ingress and egress to the Project shall be provided, constructed and maintained as depicted on the Development Agreement Conceptual Master Plan. At the sole discretion of the Owner, the development may be gated, however, must provide sufficient access for emergency services and access to public facilities.

(e) OWNER STORMWATER SYSTEM: The Owner shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff from the Project to the Stormwater Facility including, but not limited to, all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey the stormwater runoff to the Stormwater Facility (the "Owner Stormwater System").

(f) PARK AND RECREATION: The Owner shall dedicate approximately nine (9) acres of land for parks and recreation to the City of Palm Coast for the benefit of the public in Tract "D". Specifically, Tract "G" shall be developed as a Neighborhood Park with the adjacent area remaining in natural condition with open space to provide for wellfield protection and other amenities. (see Exhibit "C")

SECTION 10. DEVELOPMENT STANDARDS.

10.1 **PARKING:** Parking requirements shall be consistent with the LDC.

10.2 **OPEN SPACE:** Minimum open space shall be forty percent (40%) of the Subject Property's gross area as required by Section 3.03.04.I of the ULDC. Open space is defined in the LDC and includes those permitted uses outlined in Section 3.03.04. As an alternative to meeting the open space percentage stated herein, the Owner may propose alternative solutions for Land Use Administrator approval, such as, but not be limited to, green building principles, land donation, or other mechanisms that would justify a lower percentage of open space. Open space shall be maintained by either the actual owner of the property, a property owners' association, or other method satisfactory to the Owner and the City.

10.3 **WATER/WASTEWATER:** The Project is located wholly within the City limits and is therefore within the City's water and wastewater service areas. All permanent uses within the Project will be served by central water and sewer services. The City shall be the potable water and wastewater service provider for the Project upon payment of applicable fees. The City is under no obligation to accept the dedication of any facility.

10.4 **TRANSPORTATION:** Presently the Property is zoned COM-1, pursuant to the City's LDC, which generates 4,570 P.M. Peak Hour Trips. The proposed rezoning will exponentially reduce traffic on the City's roadway system with the Project generating only 625 similar trips. This is a reduction of 3,045 trips. Transportation concurrency shall be addressed during the Preliminary Plat or site plan process.

10.5 **DRAINAGE:**

(a) The Owner shall construct a stormwater management system that provides

treatment and attenuation as required by St. Johns River Water Management District (SJRWMD) and the City's LDC. Best Management Practices (BMPs) shall be used during and after construction to minimize erosion and sedimentation and to properly manage runoff for both stormwater quantity and quality. BMPs shall be in accordance with the Florida Department of Environmental Protection (FDEP) and Florida Department of Transportation (FDOT) design standards and details.

(b) Stormwater piping, swales and ditches shall be designed to convey a ten (10)- year, twenty-four (24)-hour storm event. Stormwater detention facilities shall be designed to meet water quality and attenuation requirements by SJRWMD and the City's LDC.

(c) Existing drainage conveyance along the northern property line, as indicated on the Development Agreement Conceptual Master Plan (Exhibit "B"), shall be maintained through the use of drainage swales and/or storm drainage piping.

10.6 LANDSCAPING: No potable water shall be used for irrigation once a stormwater or reclaimed water source is available. All landscaping and irrigation shall comply with the LDC except for perimeter buffers, which shall be provided as follows:

(a) A minimum twenty (20) foot wide natural vegetative buffer, meeting the standards of a Buffer "E" in Section 11.03.05 of the LDC, shall be provided along the western property line coinciding with the City's Drainage Easement.

(b) No landscape buffers are required along the southern property lines adjacent to the existing development adjacent to the proposed lake.

10.7 LIGHTING: All lighting shall be designed to minimize light pollution to off-site properties and to comply with the LDC.

10.8 FIRE PROTECTION: Fire protection requirements for the Project will be met through a system of fire hydrants installed on the Subject Property by the Owner in accordance with City standards. The locations of fire hydrants shall be shown on all construction documents, site plans, or preliminary plats. The water requirements for the fire system will be served by the City's Utility Department. The Project shall comply with the City's fire protection requirements. The City will provide fire protection services to the Project in accordance with established local response agreements.

10.9 UTILITIES: The Owner shall be responsible for any and all costs associated with the extension of existing City utilities to the Subject Property that may be required to serve this Project. All internal utility lines for the Project shall be placed underground.

10.10 INTERCONNECTIVITY AND ACCESS: All units within the Subject Property shall be interconnected by roadways and sidewalks as called for by the City's Comprehensive Plan. The Project shall provide and maintain at least one two access drives onto Pine Lakes Parkway and White Mill Dr., as depicted on the Development Agreement Conceptual Master Plan and other access determined to be appropriate.

10.11 RESOURCE PROTECTION:

(a) Except as depicted on the Development Agreement Conceptual Master Plan (Exhibit "B") in this Development Agreement, the Owner shall comply with the resource protection requirements of the LDC. Specifically Tract F and Tract G shall remain in their natural condition with minimal permissible development.

(b) Natural upland buffers may be required by Chapter 10 of the LDC.

10.12 WETLANDS: The Project shall be subject to all Federal, State and City of Palm Coast environmental and wetland regulations and ordinances.

10.13 LOW IMPACT DEVELOPMENT PRACTICES: To further conservation practices identified in the LDC, the Project shall incorporate into the construction, operation, and maintenance of all facilities, conservation strategies, to include but not be limited to:

- (a) Water Conservation:
 - i. Native, drought tolerant plant materials;
 - ii. St. Johns River Water Management District Florida Water Star program for protection of water resources;
 - iii. Turf grass – Irrigated area(s) shall not exceed 50% of landscape areas;
 - iv. Separate irrigation zones shall be required for turf, non-turf areas; and
 - v. Landscape areas shall not be irrigated using high-volume irrigation systems unless high pressure compensating spray heads are utilized.

All irrigation systems shall employ, at minimum, a rain shut-off device such as a soil moisture sensor or smart irrigation system capable of analyzing and ascertaining weather conditions and time of year. These restrictions shall be clearly stated in the Project's Covenants, Conditions and Restrictions ("CC&Rs").

10.14 PROHIBITION OF DISCHARGES: The Owner shall comply with the City of Palm Coast Code of Ordinances, Article VI, Prohibition of Discharges, and all applicable local, state, federal, and City water quality laws, rules, regulations, and ordinances.

10.15 STORMWATER POLLUTION PREVENTION: A stormwater pollution prevention plan shall be attached to and incorporated into the construction and permit documents pursuant to the requirements of applicable federal, state, and City regulations.

10.16 WILDLIFE PROTECTION: In the event that listed species have been determined to be residing on, or otherwise be significantly dependent on the Subject Property, the Owner shall obtain the necessary permits from the Florida Fish and Wildlife Conservation Commission and other applicable agencies. Activities associated with listed flora and fauna and shall comply with the LDC. Bear Smart Community principles shall be integrated into design and operations. The intent is to minimize human-animal conflicts from black bear and other species that may be drawn to area attractants. The Owner and City shall cooperate on grant opportunities to supplement cost(s) that the Owner may incur to implement these principles. At no cost to the City, the Owner will allow recreational facilities to be utilized to conduct Florida Black Bear protection educational events for the benefit of the Project residents.

10.17 SIGNAGE: The Owner may construct signage consistent with the LDC after receiving necessary permits.

10.18 MODEL HOMES: Up to five model homes can be constructed, occupied, and operated under Section 4.19.02 of the LDC. Sales and leasing activities shall be limited to properties located within the Project. Construction and Certificates of Occupancies shall be issued consistent with the City and state rules, regulations and codes. Moreover, model homes are subject to all phasing and construction plan approvals.

SECTION 11. PHASING OF DEVELOPMENT.

(a) The Subject Property may be developed in multiple phases. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Subject Property), the Owner shall submit a Preliminary Plat for the relevant phase. A Subdivision Master Plan as provided in the LDC is not required. Each tract of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, private roads, vehicular, and

pedestrian access facilities. All infrastructure necessary to support each phase that is constructed on the Subject Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase. Adequate emergency vehicle access and turnarounds shall be provided at all times. No clearing of land may occur until site plan approval is provided for that specific phase of development.

(b) Roadways shall be constructed concurrently with development of adjacent lots to insure that contiguous roadways are available at all times prior to the issuance of any building permits for that phase.

SECTION 12. LOT AND BUILDING STANDARDS.

12.1.A LOT DIMENSIONAL STANDARDS: Consistent with the Tract Map (**Exhibit “C”**)

Standard	Tract C	Tract B
Minimum Lot Size	4,500 sq. ft.	5,000 sq. ft.
Minimum Interior Lot Width	45'	50'
Minimum Corner Lot Width	50'	50'
Minimum Living Area (square feet)	1,200	1,200
Minimum Front Setback	20'	20'
Minimum Rear Setback	10'	10'
Minimum Rear Street Setback	15'	15'
Minimum Interior Side Setback	5'	5'
Minimum Street Side Setback	15'	15'

Maximum Impervious Surface Ratio	0.7	0.7
Maximum Building Height	35'	35'

121.B. TRACT D: +/- 27 acres to be developed consistent with City Zoning Classifications of MFR-2. As part of the Project's first preliminary plat Development Order, the Owner shall dedicate and convey to the City by warranty deed an area from Tract D for a public park of approximately nine (9) acres, as generally depicted on the Master Conceptual Plan (Exhibit "B") with nine acres of the Tract "D" entitlements being transferred to the balance of the tract.

121.C. As specifically required in Section 12.1.B., the Owner shall dedicate and deed by special warranty deed a nine (9) acre park as generally depicted on the Conceptual Master Plan to the City as part of the Project's first preliminary plat Development Order. The Owner shall provide a survey of the land to be deeded and a title opinion to the City for review and approval prior to execution of the special warranty deed. The Owner shall not deed the property to the City until the City has completed its review of documents provided, and approved the property for transfer to the City.

12.1.D. TRACT E: +/- 2 acres to be developed with MFR-2 or COM-2.

12.1.E. TRACT G: Only those uses allowed within the Parks and Greenway zoning district.

12.2 ARCHITECTURE: Prior to issuance of the Preliminary Plat Development order, the Owner shall submit to the LUA for approval an architectural program for the project which shall be consistent with the City's LDC.

**SECTION 13. LIST OF OUTSTANDING PERMITS/APPROVALS AND
PROPER SEQUENCING.**

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

(b) All required City, County, State, or Federal permits shall be obtained prior to commencement of construction. This Development Agreement is not Preliminary Plat approval and the Owner remains responsible for complying with all provisions of the Land Development Code unless provide elsewhere in this Development Agreement.

SECTION 14. DEVELOPMENT FEES.

The Owner acknowledges and agrees that the City has enacted citywide impact fees, and may in the future increase the amount of those fees. Except as provided for herein regarding park system impact fees, the Owner acknowledges that the Subject Property shall be subject to all fees in effect at the time of permitting.

SECTION 15. COMMON AREAS AND MAINTENANCE.

For all common areas, to ensure the long-term ownership, maintenance, and control of those areas, prior to the issuance of any building permit and before recording the final plat, the Owner shall maintain or establish an association, in accordance with Florida law, comprised of the owners of lots or parcels with the development (the “Association”). The Association documentation shall be subject to the prior reasonable review of the City to ensure adequate provisions for the ongoing care and maintenance of the common areas.

The documentation, whether contained in a deed restriction or otherwise, shall provide for the permanent maintenance of the Common Areas by the Association, minimum insurance requirements for the Association, adequate mechanisms to force financial participation by members of the Association, and restrictions on the ability to amend these requirements without the City's approval. The City shall not be required to accept ownership or maintenance of any of the Project's common elements including but not limited to roads, landscaping and buffers.

**SECTION 16. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE
AND CONFLICT RESOLUTION.**

(a) In the event of a breach hereof by either party hereto, the other party hereto shall have all rights and remedies allowed by law, including the right to specific performance of the provisions hereof.

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

(c) In the event of conflict between the terms of this Development Agreement and the Development Agreement Master Plan, the provisions of this Development Agreement shall prevail.

SECTION 17. NOTICES.

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

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

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

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

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

As to the Owner: Miral Corp.
 4370 La Jolla Village Drive, Suite
 650 San Diego, CA 92122

With copies to: Michael D. Chiumento III, Esq.
 Chiumento Dwyer Hertel Grant &
 Kistemaker, PL 145 City Place, Suite 301
 Palm Coast, FL 32164

SECTION 18. SEVERABILITY.

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

SECTION 19. SUCCESSORS AND ASSIGNS.

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

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

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

SECTION 20. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.

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

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

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

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

such similar land development regulations and requirements.

(e) If state or federal laws are enacted after execution of this Development Agreement which are applicable to and preclude the parties' compliance with this Development Agreement, this Development Agreement shall be modified or revoked as necessary to comply with the relevant law.

(f) This Development Agreement shall also not be construed to prohibit the City from adopting lawfully imposed impact fees applicable to the Owner and the development of the Development Agreement Conceptual Master Plan authorized hereunder.

SECTION 21. TERM / EFFECTIVE DATE.

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

(b) This Development Agreement provides an initial timeframe of ten (10) years to commence development from the Effective Date.

(c) Should development not commence within the initial established timeframe, the term of this Development Agreement may be modified by action of the City Council, at Council's discretion. Failure to obtain an extension shall cause the zoning of all lands encumbered to revert to the previous equivalent zoning designation.

SECTION 22. RECORDATION.

Upon approval by the City Council and execution of this Development Agreement by all parties, this Development Agreement and any and all amendments hereto shall be recorded by the City with the Clerk of the Circuit Court of Flagler County within fourteen

(14) days after its execution by the City, and the Development Agreement shall run with the land. The Owner shall pay the costs to record this Development Agreement.

SECTION 23. THIRD PARTY RIGHTS.

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

SECTION 24. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.

(a) Strict compliance shall be required with each and every provision of this Development Agreement. The parties agree that each has the remedy of specific performance of these obligations.

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

SECTION 25. ATTORNEYS' FEES.

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

SECTION 26. FORCE MAJEURE.

The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specific time period ("Time Period") constitutes a default under terms of this Development Agreement, and if any such failure is due to any unforeseeable or unpredictable event or condition beyond the control of such party, including, but not limited to: acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, terrorism, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the

control of such party, or severe adverse weather conditions (“Uncontrollable Event”); then notwithstanding any provision of this Development Agreement to the contrary, that failure shall not constitute a default under this Development Agreement and any Time Period prescribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Uncontrollable Event.

SECTION 27. INDEMNIFICATION.

The Owner shall indemnify for and save the City harmless from and against any and all liability, claims for damages and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of in any way connected with the Owner’s development of the Subject Property as provided in this Development Agreement. This agreement by the Owner to indemnify and hold the City harmless shall include, but not be limited to: all charges, expenses, and costs, including reasonable attorneys’ fees, both at trial and on appeal, incurred by the City on account of or by reason of such injuries, damages, liability, claims, suits, or losses and all damages arising therefrom.

SECTION 28. ENFORCEMENT; CITY’S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

(a) This Development Agreement shall continue to be enforceable, unless lawfully terminated, notwithstanding any subsequent changes in any applicable law.

(b) The failure by the Owner to perform each and every one of its obligations hereunder shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief, or alternatively, the termination of this

Development Agreement. Prior to the City filing any action or terminating this Development Agreement as a result of a default under this Development Agreement, the City shall first provide the Owner written notice of said default. Upon receipt of said notice, the Owner shall be provided a thirty day period in which to cure the default to the reasonable satisfaction of the City prior to the City filing an action or terminating this Development Agreement. If thirty (30) days is not considered by the parties to be a reasonable period in which to cure the default, the cure period shall be extended to such cure period acceptable to the City, but in no case shall that cure period exceed ninety (90) days from initial notification of default. Upon termination of the Development Agreement, the Owner shall immediately be divested of all rights and privileges granted hereunder.

SECTION 29. CAPTIONS.

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

SECTION 30. EXHIBITS.

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

SECTION 31. INTERPRETATION.

(a) The Owner and the City agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision

contained under one (1) heading may be considered to be equally applicable under another in the interpretation of this Development Agreement.

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

SECTION 32. FURTHER ASSURANCES.

Each party agrees to sign any other and further instruments and documents consistent herewith as may be necessary and proper to give complete effect to the terms of this Development Agreement.

SECTION 33. COUNTERPARTS.

This Development Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one (1) and the same document.

SECTION 34. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.

(a) Unless provided for elsewhere in this Development Agreement, (1) Amendments to and waivers of the provisions herein shall be made by the parties only in writing by formal amendment, and (2) This Development Agreement shall not be modified or amended except by written agreement executed by all parties hereto and upon approval of the City Council of the City of Palm Coast.

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

SECTION 35. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.

This Development Agreement constitutes the entire agreement between the parties and supersedes all previous oral discussions, understandings, and agreements of any kind and nature, including the previous rezoning (Ordinance #2005-38), as between the parties relating to the subject matter of this Development Agreement.

IN WITNESS WHEREOF, the Parties have executed this Development Agreement on the dates set forth below.

ATTEST:

CITY OF PALM COAST

Virginia A. Smith, City Clerk

Milissa Holland, Mayor

Approved as to form and legality:

William E. Reischmann, Jr., Esq.

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Milissa Holland, Mayor of the CITY OF PALM COAST, (check one) ☐ who is personally known to me or ☐ who produced _____ as identification.

Notary Public – State of Florida

Print Name: _____

My Commission expires: _____

WITNESSES:

“OWNER”

Miral Corp., a Florida Corporation

(print)

By:_____

Marc Mirbod, President

(print)

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this_____day of _____, 2018, by Marc Mirbod, President of Miral Corp (check one) ☐ who is personally known to me or ☐ who produced_____as identification.

Notary Public – State of Florida

Print Name:_____

My Commission expires:

EXHIBIT "A"

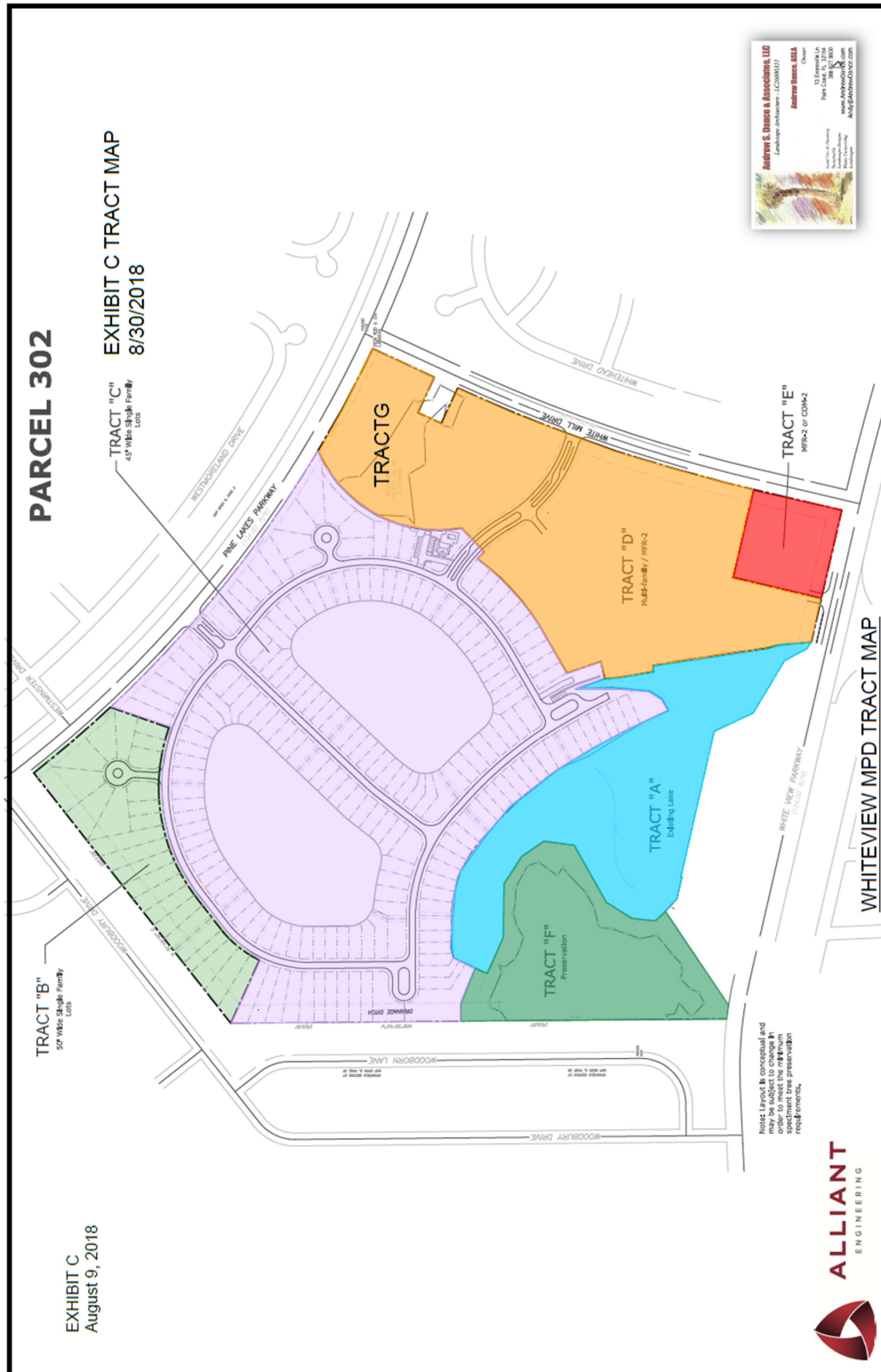
PARCEL 302

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, THENCE N89°04'10"E ALONG THE SOUTH LINE OF SAID SECTION 23 A DISTANCE OF 600.01 FEET FOR A POINT OF BEGINNING ON THE EASTERLY LINE OF WYNNFIELD - SECTION 27, AS RECORDED IN MAP BOOK 9, PAGE 36, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE RUN N00°32'46"W ALONG SAID EASTERLY LINE 1004.68 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE N51°48'30"E 1227.22 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF BARTON PARKWAY, BEING A POINT ON CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4579.61 FEET; THENCE FROM A CHORD BEARING OF S51°23'29"E RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 2110.09 FEET THROUGH A CENTRAL ANGLE OF 26°23'58" TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF WHITE MILL DRIVE; THENCE S24°54'30"W ALONG SAID WESTERLY RIGHT OF WAY LINE 261.18 FEET; THENCE N65°05'30"W 150 FEET; THENCE S24°54'30"W 100.00 FEET; THENCE S65°05'30"E 150.07 FEET TO THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF WHITE MILL DRIVE, BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 6040.00 FEET; THENCE FROM A CHORD BEARING OF S18°55'49"W, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT OF WAY LINE 1203.33 FEET THROUGH A CENTRAL ANGLE OF 11 °24'54" TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE S13°13'22"W 351.34 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF WHITE VIEW PARKWAY; THENCE N77°00'42"W ALONG SAID NORTHERLY RIGHT OF WAY LINE 551.55 FEET; THENCE N12°59'20"E 11.22 FEET; THENCE N27°53'28"W 95.46 FEET; THENCE N58°55'37"W 235.10 FEET; THENCE N24°56'30"W 165.00 FEET; THENCE N77°00'42"W 578.00 FEET; THENCE S12°59'31"W 4.83 FEET; THENCE N77°00'42"W 85.66 FEET; THENCE N47°03'32"W 64.32 FEET; THENCE S56°05'27"W 259.93 FEET; THENCE S12°59'18"W 124.00 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF WHITE VIEW PARKWAY, BEING A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1624.00 FEET; THENCE FROM A CHORD BEARING OF N79°57'18"W RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY LINE 172.20 FEET THROUGH A CENTRAL ANGLE OF 06°04'31" TO THE AFOREMENTIONED EASTERLY LINE OF WYNNFIELD - SECTION 27; THENCE N00°32'46"W ALONG SAID EASTERLY LINE 905.32 FEET TO THE POINT OF BEGINNING.

EXHIBIT B CONCEPTUAL MASTER PLAN



EXHIBIT C TRACT MAP





**COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT FOR APPLICATION #3420
August 15, 2018**

OVERVIEW

Application Number: 3420

Applicant: The Miral Corporation

Property Description: Generally located north of Whiteview Parkway, west of White Mill Drive, east of Woodbury Lane and Woodborn Lane, and south of Pine Lakes Parkway.

Property Owner:	The Miral Corporation
Parcel ID:	07-11-31-7027-RP015-0010
Current FLUM designation:	Mixed Use
Current Zoning designation:	General Commercial (COM-2)
Current Use:	Vacant
Size of subject property:	116 ± acres

Requested Action: Rezoning from General Commercial (COM-2) to Master Planned Development (MPD)

Recommendation: Approval

ANALYSIS

REQUESTED ACTION

Approve the rezoning of 116 acre subject tract from Commercial-2 (COM-2) to Master Planned Development (MPD).

BACKGROUND/SITE HISTORY

The owner, the Miral Corporation, is proposing to rezone approximately 116 acres generally bound by Whiteview Parkway, White Mill Drive, Pine Lakes Parkway, and Woodbury and Woodborn lanes. The subject site is currently zoned Commercial-2. The proposed zoning is Master Planned Development (MPD) including a Master Concept Plan and Development Agreement.

The subject property is currently vacant, however, the property is now completely surrounded by single family development, with the exception of two churches. Single- family homes immediately abut the subject site on the west. Two churches lie adjacent to the subject site on the south. White Mill Drive and Pine Lakes Parkway each serve as a boundary to the subject site on the east and north. Each of these roadways have a multiuse path as part of the subject site's roadway frontage.

Whiteview Corridor is an east to west transportation corridor in the City, connecting Belle Terre Parkway with US 1. Whiteview Parkway is a major CIP project, with \$1,665,000 of roadway and safety improvements scheduled for 2020 implementation. The improvements will benefit the subject site, in that turning lanes will be added to and from White Mill Drive to Whiteview Parkway and to Woodbury Lane. In addition, pedestrian safety will be enhanced by connecting the multiuse path from White Mill Drive to US1.

Application 3420 includes a Master Concept Plan as well as a proposed Development Agreement. The Master Concept Plan proposes 206 single family homes, with 45' and 50' lot minimums. In addition, the Master Concept Plan includes a 9- acre area for a passive City Park. Two wetland areas are incorporated into the open space through the Master Concept Plan design, one in the southwest corner and one in the northeastern corner of the Master Concept Plan. Lastly, a multifamily site is designated the southeastern corner of the site. This project, in essence, is changing the entitlements from that of nonresidential project (COM-2), commercial project to a residential project that includes two distinct single family housing types and a proposed multifamily project.

If approved by the City Council, the proposed Master Concept Plan will be the guiding document during the Subdivision process. In addition, the multifamily portion of the project will have to undergo Technical Site Plan review. The approval of the Master Planned Development rezoning, will allow the subdivision process to proceed.

LAND USE AND ZONING INFORMATION

USE SUMMARY TABLE:

CATEGORY:	EXISTING:	PROPOSED:
Future Land Use Map (FLUM)	Mixed Use	No change proposed
Zoning District	General Commercial -2 (COM-2)	Master Planned Development
Overlay District	None	None
Use	Vacant	Multiple
Acreage	116 +/- acres	116 +/- acres
Access	None	TBD

SURROUNDING LAND USES:

NORTH:	FLUM:	Residential
	Zoning:	SFR-2 & SFR-3
SOUTH:	FLUM:	Residential
	Zoning:	PSP, ROW, SFR-2 & SFR-3
EAST:	FLUM:	Residential
	Zoning:	Duplex
WEST:	FLUM:	Residential
	Zoning:	SFR-3 & SFR-2

CURRENT SITE DEVELOPMENT REQUIREMENTS

Criteria	Existing
Zoning	COM-2
Min. Lot Size	20,000 SF
Min. Site Size	
Min. Lot Width	100'
Max. Impervious area	70 percent
Minimum Floor Area Ratio	.40
Max. Bldg. Height	100"
Min. Front Setback	25' (Arterial)
Min. Rear Setback	10'
Min. Interior Side Setback	10'

Criteria	Small lots	SFR-1	MFR2
Minimum lot size	4,500	5,000	4 acres
Minimum lot width	45'	50'	25'/100'
Minimum corner lot width	50'	50'	
Minimum living area	1200 SF	1200 SF	650 SF
Minimum front setback	20'	20'	25'
Minimum rear setback	10'	10'	20'
Minimum rear street setback	15'	15'	10'
Minimum Interior side setback	5'	7.5'	10'
Minimum street side setback	15'	15'	20'
Max Impervious coverage	.7	.7	.7
Maximum building height	35'	35'	60

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE CHAPTER 2 SECTION 2.05.05

The Unified Land Development Code, Chapter 2, Part II, Section 2.05.05 states: *When reviewing a development order application, the approval authority shall determine whether sufficient factual data was presented in order to render a decision. The decision to issue a development order shall be based upon the following, including but not limited to:*

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

Staff Finding:

The proposed development is, in essence, a large infill site surrounded by residential development. Infill development discourages urban sprawl by utilizing existing infrastructure, especially roads and utilities. This characteristic of infill development creates a public benefit by maximizing the City's infrastructure and avoiding the premature commitment of natural land for development.

Also the project is a Master Planned Development. In general, Master Planned Developments offer superior land use design when compared to piecemeal development because MPDs can comprehensively address design issues as a whole, creating enhanced opportunities for development and open space.

For example, the wellhead protection area and wetlands in the northeastern corner of the site has been incorporated into the MPD's open space requirement.

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

Staff Finding: The request is consistent with the following objectives and policies of the Comprehensive Plan:

- Chapter 1: Future Land Use Element:
 - Policy 1.1.1.1 C. Mixed Use: This FLUM designation represents existing and future mixed-use corridors and employment centers throughout the City. A blending of residential and institutional uses are allowed.
 - Objective 1.1.2.1: Permitted uses within a MPD shall generally follow those allowed within the corresponding zoning districts associated with the FLUM designation.
 - Objective 1.1.4: Discourage Urban Sprawl
 - Policy 1.1.4.1: The Mixed Use land use designation is intended to provide opportunities for residents to work, shop, engage in recreational activities and attend school and religious services in reasonably close proximity to residential dwellings.
 - Policy 1.1.4.2: Potential areas for MPD's are strategically located through the City to promote infill development and to maximize vehicle and pedestrian accessibility.
 - Goal 1.3. Adequate Public Facilities. Policy 1.3.1.3. The City shall encourage development to locate in areas where the facilities, infrastructure, and services are available.
 - Objective 1.2. Policy 1.8.2.1: New development shall be interconnected by a multi-purpose path system that can accommodate golf carts, bicycles, and pedestrians.
- Chapter 3: Housing Element:
 - Goal 3.3: Maintain the housing stock and protect residential areas.
 - Policy 3.3.1.3: To promote high quality housing, the City shall enforce architectural and aesthetic regulations.
 - Policy 3.3.2.4: The City shall encourage infill housing and cluster subdivisions in order to protect environmentally sensitive lands and promote energy conservation.
 - Goal 3.4 Diversity in Housing: There shall be a variety of lot sizes and housing types to meet the needs of the citizenry.
 - Objective 3.4.1.Diversity in Housing Opportunities: Policy 3.4.1.1: Through the FLUM and zoning district regulations of the LDC, the City shall make provisions to supply land that can be developed with various types of residential uses, including single family homes of various sizes, duplexes, multifamily dwellings and residential units in mixed use developments.
- Chapter 4: Public Recreation and Open Space

Goal 4.1: Provision of Adequate Public Recreation and Parks Facilities. Provide a system of public parks, open space, trails, and recreational facilities that contribute to a pleasing quality of life and healthy lifestyle for residents and visitors.

Objective 4.3.1 Neighborhood Parks. Plan for the adequate provision of neighborhoods parks by establishing minimum requirements for on-site acreage and for the provision of open space in new developments.

Objective 4.3.2 Open Space. Manage, preserve and protect the natural resources of the City in order to maintain a natural and healthy balance between the environment and development, ensuring that lands are set aside in new developments for open space and that environmentally sensitive lands are protected for inclusion in the City's system of resource based parks and trails.

- Chapter 5: Infrastructure Element

Objective 5.1.3. Existing Facilities and Urban Sprawl. Maximize the use of existing facilities, discourage urban sprawl and coordinate future expansion plans consistent with projected needs to accommodate development in densities permitted by the Future Land Use Element of the Plan.

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

Staff Findings: The proposed development will be required to comply with all City requirements, subdivision and Technical Site Plan review. Further, it will be subject to all City Codes and Ordinances, including the City's Building Codes and Impact Fee requirements.

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

Staff Finding: The rezoning will not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants. Future development of the site must comply with the performance standards contained in Unified Land Development Code (ULDC). Additionally, the approval of the rezoning will provide a new opportunity for single family homes and residential uses in this vicinity. The MPD design includes a Neighborhood Park as well as pedestrian connectivity.

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

Staff Finding: The future development of the property must comply with the City's Land Development Code, Comprehensive Plan and the requirements of all other applicable local, state and federal laws, statutes, ordinances, regulations and codes in order for the developer to successfully develop the property.

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE CHAPTER 2 SECTION 2.06.03

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

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

Staff Finding: As noted previously in the analysis prepared for ULDC Chapter 2, Part II, Section 2.05.05 of this staff report, the requested rezoning is in conformance with the Comprehensive Plan elements, and their goals, objectives and policies.

B. Its impact upon the environment and natural resources;

Staff Finding: The Master Concept plan protects two onsite wetland areas. In addition, the well-head protection zone is maintained through planned open space in the northeastern portion of the site. Forty percent of the site will remain as open space per Code requirements and the MPD Development Agreement.

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

Staff Finding: Impacts to the economy of the affected area are anticipated to be positive. The property is a vacant site that is reputed to be disturbed from past spoil dumping. Developing the property will create positive economic benefit to the City.

In addition, the Whiteview Corridor Safety improvements will benefit the area by creating turning lanes to White Mill Drive and Woodbury Lane, and extending the multiuse path from White Mill Drive to US 1.

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

Staff Finding: The impact on the necessary governmental services including wastewater, potable water, drainage, fire and police protection, solid waste and transportation systems shall be evaluated at the time of permit application. Future permits must fall within the adopted Level of Service Standards for all categories of services per the requirements of the City's ULDC.

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

Staff Finding: The site is located in an area with established residential uses. This application can be described as an infill request – that is the applicant is seeking to utilize land that is currently vacant (yet surrounded by City infrastructure) consistent with the Comprehensive Plan and the ULDC.

In addition, the Whiteview Corridor Safety improvements are a major CIP project that complements and enhances the area as well as this development proposal.

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

Staff Finding: The proposed rezoning is compatible with the surrounding uses and zoning districts and will not threaten the general health, welfare or safety of the surrounding residents.

G. Whether it accomplishes a legitimate public purpose:

Staff Finding: Yes, the rezoning accomplishes a legitimate public purpose. The rezoning of the property and subsequent development into single family and other residential uses will be compatible with the surrounding residential nature of the area. Further, the infill nature of this request maximizes use of the City's existing infrastructure, avoiding unnecessary costs for new infrastructure.

PUBLIC PARTICIPATION

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

To comply with this standard, the applicant notified the property owners via regular mail on June 2, 2018, for a neighborhood meeting held on July 16, 2018 at 6:00 pm at the Palm Coast Bible Church. The results letter is an attachment to this request.

The required legal advertisement for the public hearing for the Planning and Land Development Regulation Board meeting was placed in the August 1, 2018 paper of local circulation.

RECOMMENDATION

Approve the rezoning of 116 acre subject tract from Commercial-2 (COM-2) to Master Planned Development (MPD).



Location Map (Close Aerial)



Subject Site



Palm Coast City Limits

Feet 0 600 1,200

Absolute Scale = 1:12,000



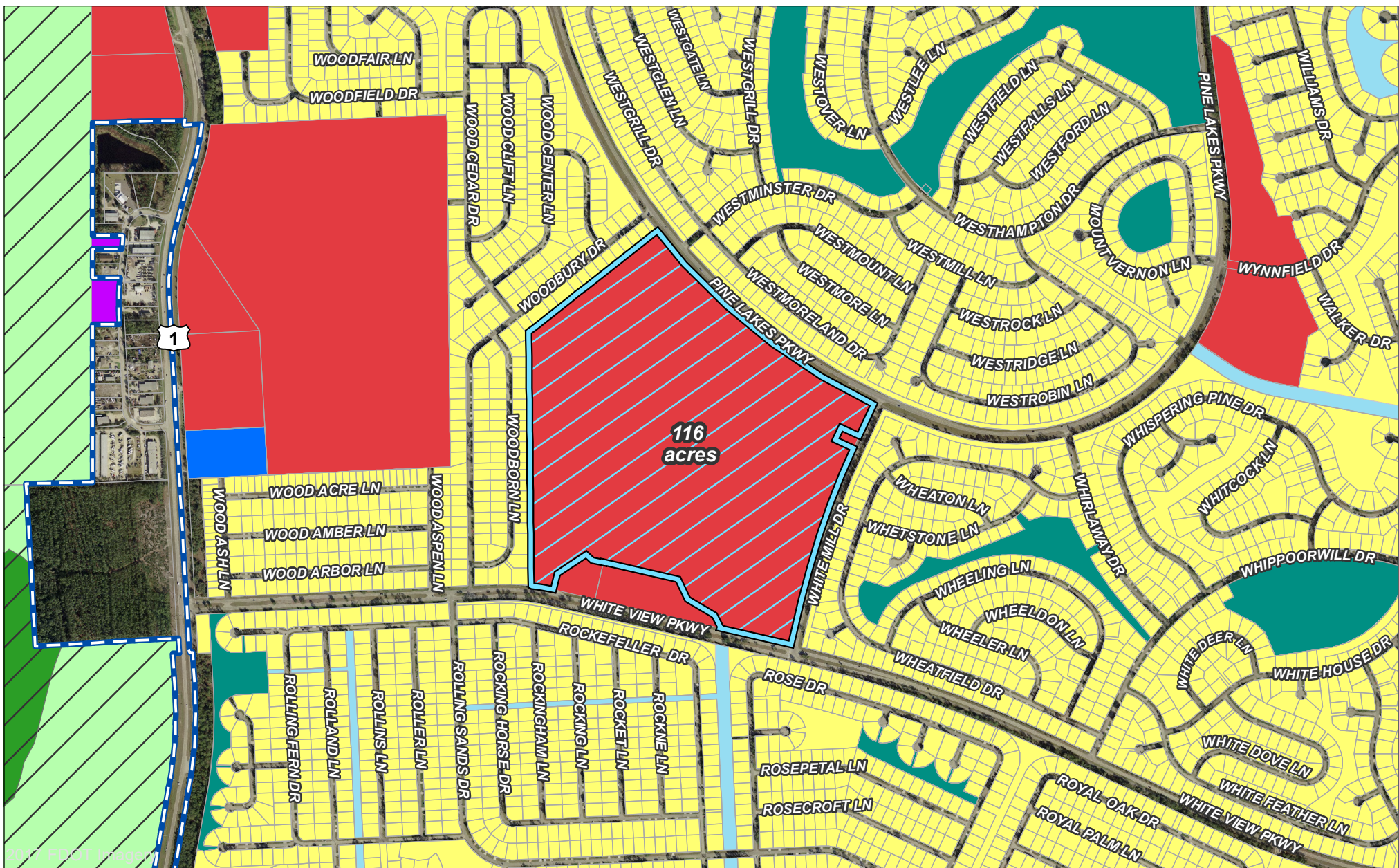
Creation Date:

8/1/2018









Map Provided By:
GIS Division

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



Future Land Use Map

- | | | | |
|--|------------|---|---------------|
|  | Canals |  | Institutional |
|  | Industrial |  | Mixed Use |
|  | Greenbelt |  | Residential |



Subject Site



Palm Coast City Limits



CONSERVATION, Annexed Area,
Flagler County FLUM adopted



AGRICULTURE & TIMBERLANDS,
Annexed Area, Flagler County
FLUM adopted

Feet 0 600 1,200

Absolute Scale = 1:12,000



Creation Date:
8/1/2018



Map Provided By:
GIS Division

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EXHIBIT C
August 9, 2018

TRACT "B"

PARCEL 302

TRACT "C"
45' Wide Single Family
Lots

EXHIBIT C TRACT MAP
8/9/2018

TRACTG

TRACT "D"
Multi-family / MFR-2

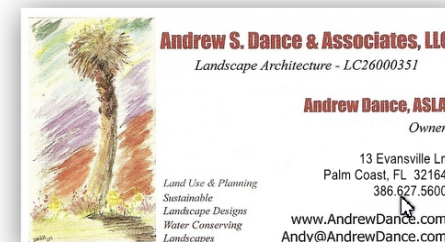
—TRACT "E"
MFR-2 or COM-2

WHITEVIEW MPD TRACT MAP

Note: Layout is conceptual and may be subject to change in order to meet the minimum specimen tree preservation requirements.



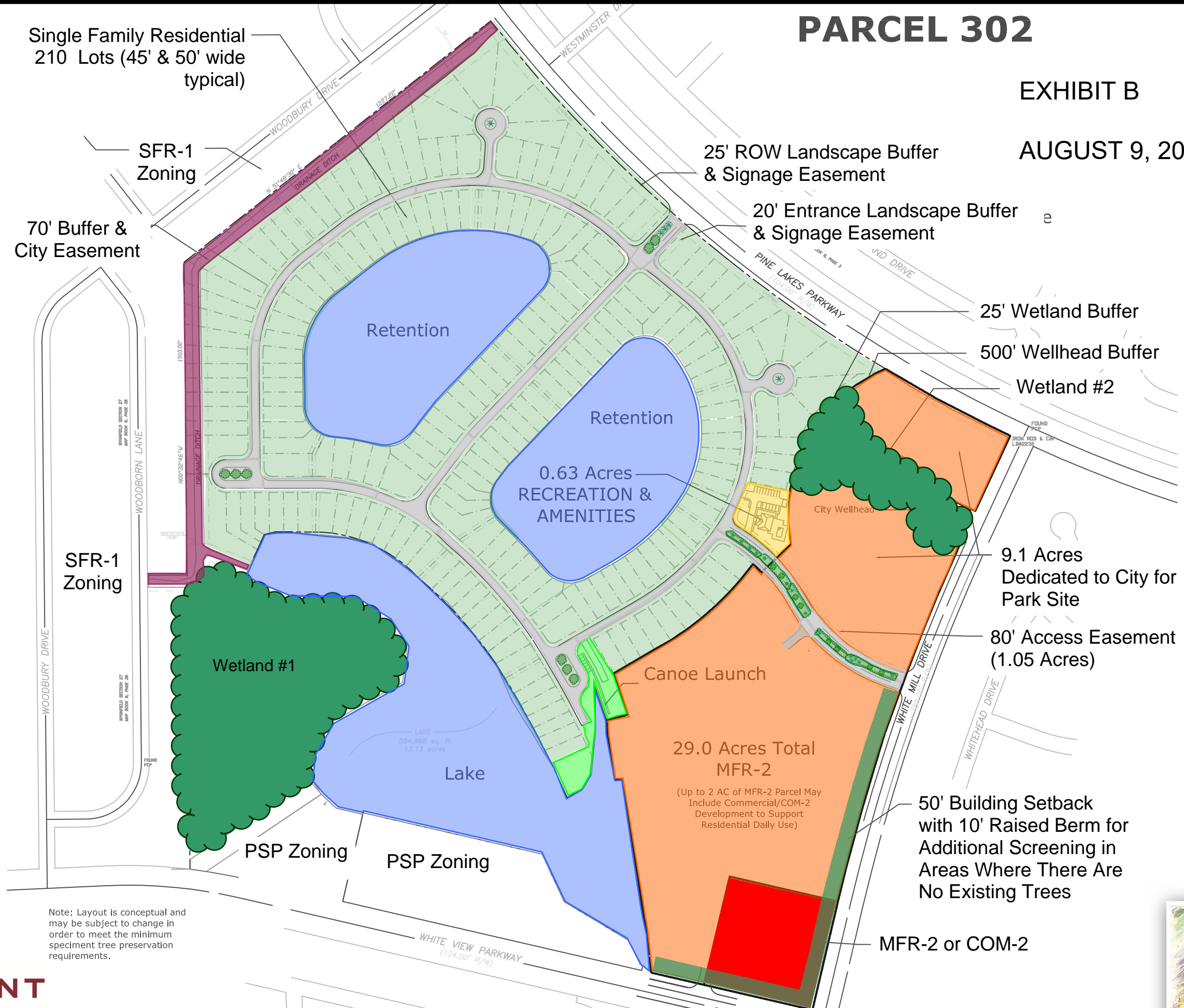
ALLIANT
ENGINEERING



PARCEL 302

EXHIBIT B

AUGUST 9, 2018




Note: Layout is conceptual and may be subject to change in order to meet the minimum specimen tree preservation requirements.



ALLIANT
ENGINEERING

WHITEVIEW CONCEPTUAL MASTER PLANNED DEVELOPMENT



Andrew S. Dance & Associates, LLC
Landscape Architecture - LC26000351

Andrew Dance, ASLA
Owner

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Palm Coast, FL 32164
386.627.5600
www.AndrewDance.com
Andy@AndrewDance.com

Land Use & Planning
Sustainable
Landscape Designs
Water Conserving
Landscapes



Reply to:
Michael D. Chiumento III - Partner
Michael3@LegalTeamForLife.com
145 City Place, Suite 301
Palm Coast, FL 32164
Phone: (386) 445-8900
Fax: (386) 445-6702

MEMORANDUM

TO: Ray Tyner

CC: File

FROM: Michael D. Chiumento III, Esq.

SUBJECT: Miral Corp. Neighborhood Meeting for Rezoning Parcel 302

DATE: July 25, 2018

On Monday, July 16th, 2018, Miral Corp. held the required Neighborhood Information meeting. The meeting commenced at roughly 6:10 p.m. and concluded at roughly 7:45 p.m. Attached to this memorandum, please find the sign in sheet from the Neighborhood Information meeting. Below is a list of questions that were asked at the Neighborhood Information Meeting:

- How will the developer choose the use designation of the proposed park?
- Will there be swings and slides on the new park?
- When and where can the residents voice their opinion as to what type of park is constructed?
- Will the developer be installing speed bumps on Woodbury drive?
- What impact will the increased traffic flow have on the surrounding streets?
- How many letters were mailed out to inform residents of the Neighborhood Information meeting?
- How tall are the proposed condominium units?
- What are the height restrictions in the City of Palm Coast for residential dwellings?
- Is the only entrance to the proposed subdivision going to be located on Pine Lakes?
- Are there any plans to widen Woodbury drive?
- What size are the buffer setbacks?
- Will the community be gated?
- Has an impact study on the animals been performed?
- Who is responsible for cleaning the lake when development starts?

- Has a home builder been selected?
- What is the process for selecting a home builder?
- Who is the developer?
- Will the amended use allow for lots that are 45 feet by 125 feet?
- Won't those lots be small?
- Will mobile homes be allowed?
- Are there lots available for purchase in the Grand Landings subdivision?
- What is the anticipated start date for construction?
- What will be the setback requirements for the homes?
- Will the proposed canoe landing be available for public use?
- Where is the property line of the subdivision in relation to the drainage ditch?
- Is the developer responsible for maintenance of the retention ponds it creates on the property?
- How often will the developer clean the retention ponds?
- Will the ponds be allowed to overgrow, or will they be maintained and free from vegetation?
- Will there be a fountain in the retention pond?
- Who will be responsible for the canal maintained?
- Will there be alligators?
- How will the developer fix the traffic problem on Woodbury and surrounding streets?
- Will the new homes drive down the prices of the existing homes in the surrounding neighborhoods?

Let me know if you want to sit down and talk about this further,

Michael D. Chiumento, III

WHITEVIEW MPD REZONING APPLICATION
Miral Corp

NEIGHBORHOOD MEETING

Monday, July 16, 2018
6:00 p.m.

Name	Address	E-Mail Address	Phone Number
LOU REIS	78 WOODBURY DR PALM COAST	lou.reis1962@gmail.com	386-569-5884
Mari Accombs	65 Woodbury Dr.		
	81 Woodbury		
Danielle Carragher		daniellecarragher@yahoo.com	
Era Lynn	81 Woodbury	fullerlynn92@Outlook.com	
Greg & Diane Gibson	41 Woodborn Ln	diane.mediquick@gmail.com	
Kevin Hurd	20 Woodborn Ln	Kevinhurd65@yahoo.com	
MICHAEL COPPOLA	74 WOODBURY DR		
Arminde Pereira	62 Woodbury Dr	Palm Coast FL	203-339-2031
Elizabeth Eubank	54 woodbury Dr	bellrobertspsych.com	386-383-6699
Elidio Pereira	62 Woodbury	Palm Coast FL	armindep@ymail.com
Lenora Pereira	39 Rockefellers DR	"	
Elidio Pereira	62 woodbury Dr.	"	
Elisa Sampio	58 Woodbury Dr.	Palm Coast FL	armindep@ymail.com
LINDA KILIKU	46 WOODBORN	" "	



NOTIFICATION AFFIDAVIT FOR OFFICIAL ZONING MAP AMENDMENT (REZONING)

COUNTY OF FLAGLER X
STATE OF FLORIDA X

Before me this 27 day of July, 2018 personally appeared
Vincent L. Sullivan who after providing (personally known) as
identification and who did, did not take an oath, and who being duly sworn, deposes
and says as follows: "I have read and fully understand the provisions of this instrument".

Seven (7)
Two (2) signs have been posted on the subject property subject to a rezoning as described with
Application # 3420

✓ At least fourteen (14) calendar days before the hearing date advertising the date, time, and
location of the Planning & Land Development Regulation Board (PLDRB)

OR

At least seven (7) days before the hearing date advertising the date, time, and location of
the City Council hearing.

[Signature]

Signature of Responsible Party

Vincent L. Sullivan

Printed Name

145 City Pl Ste 301, PalmCoast

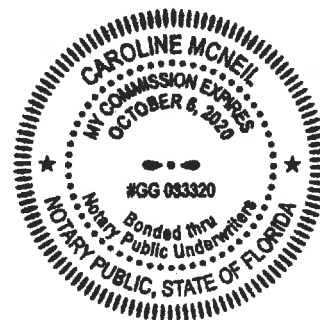
Mailing Address

FL 32164
[Signature]

Signature of Person Taking Acknowledgement

Caroline McNeil

Name of Acknowledger (Typed, Printed or Stamped)



SEAL

This document, once executed, must be returned to a Land Development Technician in the City of Palm Coast Community Development Department prior to the hearing date. Failure to provide document by that time will result in the application not being placed on the agenda for a public hearing.

City of Palm Coast, Florida

Agenda Item

Agenda Date : 9/18/2018

Department Item Key	PLANNING 4178	Amount Account
Subject	ORDINANCE 2018-XX AMENDING CHAPTER 5, SECTION 4.09 TRANSPORTATION, CONNECTIVITY, ACCESS AND PARKING AND SECTION 14.02 GLOSSARY OF THE UNIFIED LAND DEVELOPMENT CODE	
<p>Background:</p> <p><u>UPDATE TO THE SEPTEMBER 11, 2018 WORKSHOP</u></p> <p>This item was heard by City Council at their September 11, 2018 Workshop. City Council discussed concerns with the minimum number of garages for properties having Duplex (DPX) Zoning. Council requested staff to determine the total number of DPX zoned lots and the number that are still vacant. Additionally, City Council directed staff to contact the Flagler Association of Home Builders regarding an alternative proposal for the thresholds of living area when duplexes and townhouses shift from requiring a minimum one-car garage to a two-car garage. City staff will present updated information at the September 18, 2018 City Council public hearing.</p> <p><u>ORIGINAL BACKGROUND FROM THE SEPTEMBER 11, 2018 WORKSHOP</u></p> <p>Chapter 5, Section 4.09 Transportation, Connectivity, Access and Parking was adopted along with the balance of the Unified Land Development Code (LDC) in August 2008. It has been modified twice, once in December 2009 and also in May 2012. Along with the other chapters in the LDC, Chapter 5 has been reanalyzed and redrafted much like Chapter 11 on Landscaping. Upon completion of the draft changes, staff met with Flagler County Association of Responsible Development (FCARD) members five times to obtain input from people who utilize the standards in Chapter 5 on a frequent basis. Planning Board Member Mr. Davis joined in those meetings. In addition, the Flagler Association of Home Builders has reviewed and provided input during the stakeholder meetings. In Spring 2017, the PLDRB held a workshop on Chapter 5. The public hearings for the re-write of Chapter 5 were intentionally delayed in order to align terminology with the recent amendment to the City’s Transportation Impact Fees. After updating Chapter 5 to align the terminology, the PLDRB held a public hearing on April 18, 2018.</p> <p>The proposed changes to Chapter 5 involve the following key items. One change involves relocating and updating the stacking standards for drive-through facilities from Section 4.09 to Chapter 5. In order to minimize the recent number of applications for parking flexibility studies, the parking standards were also reanalyzed and modified for the various types of uses. Parking and driveway standards for single-family homes and duplexes were also updated to reflect current housing trends. Standards for the number, size and location of loading spaces were also modified.</p> <p><u>Flagler Home Builder Association:</u></p> <p>This association had one significant change regarding duplex and two-family homes. Currently, if an individual unit has less than 1,200 square feet of living area then only a one-car garage is required and they requested this be increased to 1,300 square feet as they have residents wanting homes in the 1,200 – 1,299 square feet of living area but only needing a one-car garage plus an additional paved parking space. Planning staff concurred with this change and</p>		

incorporated the change.

Planning and Land Development Regulation Board (PLDRB) Action:

The PLDRB voted 7 - 0 to recommend that the City Council approve the proposed LDC revisions at its April 18, 2018 public hearing. However, the PLDRB went beyond the Planning staff's and Flagler Home Builders Association language on garages and also recommended that single-family homes be required to only have a minimum of a one-car garage in lieu of the current standard of a minimum two-car garage.

Planning staff does not agree with the minimum one-car garage standard for all single-family homes. As the PLDRB proposes it would allow single-family homes with one-car garages on ITT lots where all of the existing developed single-family lots have two-car garages. Staff believes this would not be harmonious with the existing single-family neighborhoods.

Recommended Action:

Adopt Ordinance 2018-XX Amending Chapter 5, Section 4.09 Transportation, Connectivity, Access and Parking and Section 14.02 Glossary of the Unified Land Development Code

ORDINANCE 2018- ____
AMENDING SECTION 4.09, CHAPTER 5, AND SECTION 14.02
OF THE UNIFIED LAND DEVELOPMENT CODE

AN ORDINANCE OF THE CITY OF PALM COAST, FLORIDA, AMENDING UNIFIED LAND DEVELOPMENT CODE SECTION 4.09 - DRIVE-THROUGH FACILITIES, BY RELOCATING IT TO CHAPTER 5 – TRANSPORTATION, CONNECTIVITY, ACCESS, AND PARKING; AMENDING CHAPTER 5 – TRANSPORTATION, CONNECTIVITY, ACCESS AND PARKING; AND AMENDING SECTION 14.02 - GLOSSARY; TO CLARIFY INTENT AND TO REFLECT CURRENT DEVELOPMENT TRENDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote public health, safety, and general welfare of its citizenry; and

WHEREAS, the City Council has determined that due to changing conditions within the City it is warranted to relocate Section 4.09 – Drive Through Facilities to Chapter 5 – Transportation, Connectivity, Access and Parking, to amend Chapter 5 – Transportation, Connectivity, Access and Parking, and to amend Section 14.02 – Glossary of the Unified Land Development Code ; and

WHEREAS, the City’s Planning and Land Development Regulation Board (PLDRB) held a public workshop and a public meeting to hear public input and discuss these proposed revisions, and found the revisions to be consistent with the Comprehensive Plan; and

WHEREAS, at a meeting on April 18, 2018 the PLDRB voted 7-0 in favor of the proposed revisions;

WHEREAS, the City Council held a public workshop to discuss the proposed changes on September 11, 2018; and

WHEREAS, the City Council of Palm Coast finds that these revisions are in the public interest, and do not place a burden on development, but are instead designed to assist developers and citizens in their understanding of transportation related standards and facilitating their implementation; and

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

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

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

SECTION 2. RELOCATING SECTION 4.09 – “DRIVE-THROUGH FACILITIES” BY RELOCATING IT TO CHAPTER 5 OF THE UNIFIED LAND DEVELOPMENT CODE.

Section 4.09 – Drive-Through Facilities is hereby relocated to Section 5.04.11 and amended as shown in that section:

~~Section 4.09. Drive-Through Facilities~~ *(This section is being relocated from Chapter 4 to Chapter 5.)*

~~4.09.01. Location~~

~~A site that contains drive-through facilities shall be located on a collector or arterial road.~~

~~4.09.02. Stacking Lanes and Spaces~~

- ~~A. All uses and facilities providing drive-up or drive-through service shall provide stacking lanes in compliance with the standards of this section. Stacking lanes shall be a minimum of ten feet in width along a straight portion and 12 feet in width along a curved portion.~~
- ~~B. Restaurants with drive-up or drive-through facilities shall provide a minimum of eight stacking spaces to accommodate eight vehicles and one stacking space in front of the service window. Drive-through lanes must be clearly distinguished from parking aisles by acceptable pavement markings and pavement color. A 14 foot wide paved bypass lane is required. A stacking space shall be a minimum of 20 feet in length and ten feet in width.~~
- ~~C. Banks, financial institutions, and pharmacies shall provide stacking spaces according to the following table. A 14-foot wide paved bypass lane shall be provided. At least one stacking space shall be provided in front of the service window.~~

~~Table 4 1: Stacking Spaces for Bank, Financial Institution, and Pharmacy Drive-Through Facilities~~

Number of Drive-Through Lanes	Total Number of Stacking Space to be Accommodated
1	6
2	10
3 or 4	12
Each additional lane	3 additional stacking spaces accommodated

- ~~D. A six-foot high solid wall or fence shall be provided along all property lines abutting lots or parcels zoned for residential purposes in order to block lights from vehicles in the stacking lanes or drive-through facility.~~
- ~~E. Stacking lanes shall not be located within a designated delivery area or area designated for loading spaces.~~
- ~~F. Within the COM-1 and OFC-1 Districts, drive-through facilities may have only a single lane with a single service window. A second lane is permissible if it is serviced by the same single window,~~

~~or if it is serviced by an automated device (e.g. ATM). A 14 foot wide paved bypass lane is required.~~

4.09.03. — Drive-through menu boards and speakers

~~Menu boards and speakers shall be set back a minimum of 100 feet from the property line of adjacent properties zoned SFR-1, SFR-2, SFR-3, SFR-4, SFR-5, MFR, and DPX Districts. The Land Use Administrator may require sound attenuation walls, landscaping, or other mitigation measures. (See Chapter 12 for maximum number of menu boards allowed and location.)~~

SECTION 3. AMENDMENT TO CHAPTER 5. – “TRANSPORTATION, CONNECTIVITY, ACCESS AND PARKING” OF THE UNIFIED LAND DEVELOPMENT

CODE. Chapter 5. - “Transportation, Connectivity, Access and Parking” of the City of Palm Coast Unified Land Development Code is hereby amended as follows:

Section 5.01. Purpose and Applicability

5.01.01. Purpose

The purpose of this chapter is to establish requirements for a transportation system that operates by moving people and goods efficiently, safely, and provides a balance between mobility and accessibility.

5.01.02. Applicability

All development shall provide transportation, access, parking, loading, stacking, bicycle, and pedestrian facilities in compliance with the standards of this chapter. All facilities shall be maintained as long as the principal use continues.

Section 5.02. Transportation and Connectivity

5.02.01. Streets

A. All proposed developments, except for sites developed with utility facilities such as cable substations, communication towers, etc., shall front on a paved street or paved access easement. This street, if not already paved, shall be paved by the developer from the entrance of the development to the nearest public paved street(s). The character, width, grade, and location of all streets shall conform to City standards and shall be considered in their relation to existing and planned streets, to topographical conditions, to public convenience and safety, and in their appropriate relation to the proposed uses of the land to be served by such streets. Construction and material specifications for streets shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction and the following:

- ~~1. All newly platted streets intended to serve residential uses shall be public. The Land Use Administrator City Council may approve developer proposed private streets, provided in residential areas via a plat approval. In such cases, all such streets shall meet the all design and construction criteria of the City, for public streets, and a condominium or homeowners association or equivalent shall be is created with all duties and powers necessary to ensure perpetual maintenance of such private streets. All streets shall be constructed to the exterior property lines of the development unless they are permanently terminated by a cul-de-sac or an intersection with another street. Public streets shall not be gated.~~
- ~~2. Newly platted streets intended to serve business or industrial uses may be private if approved by the City Council. City Council may approve developer proposed private streets in business or industrial areas via a plat approval. In such cases, all streets shall meet the design and construction criteria of the City for public streets unless overriding conditions, such as sharing entrances or parking areas, require different design criteria as determined by the Land Use Administrator. A property owners’ association or equivalent shall maintain such streets be~~

created with all duties and powers necessary to ensure perpetual maintenance of such private streets.

B. The arrangement of streets in a development shall:

1. Provide efficient and orderly hierarchy of streets.
2. Conform to official plans and maps of the City.
3. Be integrated with the existing and planned street system of the surrounding area in a manner that is not detrimental to existing neighborhoods.
4. Ensure that the use of local streets by through or nonresidential traffic is discouraged.
5. ~~Provide at least two (2) separate and remote entrances to a development, unless other provisions, such as easements, are made for emergency ingress and egress, and provided such entrances will not adversely affect the overall street system and meet the required twenty-four (24) foot right-of-way width. (This language is already in Section 5.02.04.B.)~~ 6. Facilitate and coordinate with the future development of adjoining property of a similar character, and provide for local circulation and convenient access to neighborhood facilities.
76. Local streets shall be patterned in such a way that continuous traffic from a collector road to another collector or arterial road is discouraged.

5.02.02. Minimum Right-of-Way and Pavement Widths

The following are the minimum right-of-way widths required for streets within the City. Developers shall dedicate sufficient land to meet the right-of-way requirement resulting from the development in accordance with a rational nexus and rough proportionality analysis. A cul-de-sac, even one with a minimally acceptable radius, does not preclude the developer from having a landscaped island within its center as long as the developer can demonstrate that the island does not impede safe turning movements for larger vehicles.

Table 5 - 1: Minimum Right-of-Way Width

Functional Classification	Minimum Right-of-Way (ft.)
Principal Arterial	200
Minor Arterial	120
Collector / Minor Collector	100 / 80
Local Streets	50

Note: The Land Use Administrator may approve, based upon sound and generally acceptable engineering practices and principles, narrower rights-of-way, provided utilities and sidewalks can be accommodated.

Table 5 - 2: Required Right-of-Way and Pavement Width

Street Type	Right-of-Way In Feet		Pavement In Feet	
	Urban	Rural	Urban	Rural
Local (> 75 lots)	50	80	24	24
Residential (Up to 75 lots)	50	70	24	24
Cul-de-sac (radius)	60 <u>62</u>	60 <u>62</u>	50 <u>52</u>	50 <u>52</u>

Note: The Land Use Administrator may approve, based upon sound and generally acceptable engineering practices and principles, narrower rights-of-way, provided adequate utility utilities and sidewalks easements can be accommodated and granted to the City.

5.02.03. Additional Right-of-Way

- A. Within the area of the setbacks required by this Land Development Code, additional right-of-way may be required to promote public safety and convenience or to ensure adequate access, circulation, and parking based upon a rational nexus and rough proportionality analysis.
- B. Whenever a street is programmed for improvement (in the adopted budget and the Capital Improvements Element of the Comprehensive Plan) and the need for the improvement is due to development being approved, as determined in a rational nexus and rough proportionality analysis, the owner of the proposed development must convey necessary right-of-way to the City .
- C. Where a proposed subdivision or site development abuts an existing street of inadequate right-of-way, and the need for additional right-of-way is rationally related to the development being approved, ~~additional right-of-way shall be dedicated~~ the owner of the development must convey additional right-of-way based upon a rational nexus and rough proportionality .
- D. All right-of-way dedications, except easements, shall be conveyed to the City by means of a warranty deed or dedication by plat, at the City's discretion. Easements shall be conveyed to the City in a form acceptable to the City.
- E. All right-of-way dedications are subject to acceptance by the City Council or the Land Use Administrator. ~~The City Attorney shall review all right-of-way dedications and dedication of easements.~~
- F. The following requirements shall be adhered to regarding right-of-way for corner clip radius:
 - 1. On any corner parcel with access to at least one (1) adjacent road classified as a collector or above, additional right-of-way shall be dedicated to the City if needed to accommodate intersection radius improvements.
 - 2. Property lines at street intersections shall be rounded with a minimum radius of twenty-five (25) feet. A greater radius shall be required at an angle of intersection of less than seventy-five (75) degrees, as determined by the Land Use Administrator based upon sound and generally accepted engineering practices and principles.
- G. Right-of-way donations/dedications may be eligible for transportation impact fee credits if the donation or dedication is in accordance with City requirements.

5.02.04. Connectivity and Interconnectivity

- A. When nonresidential developments are proposed to front on public streets, the City shall require the use of joint driveways and/or cross-access easements in order to minimize the number and maximize the spacing of access connections unless determined not feasible by the Land Use Administrator due to a unique configuration of the properties or substantial environmental constraints. Whenever cross-access corridors or coordinated or joint parking designs are provided to accomplish access management, each applicant for development approval shall provide such easements or agreements as may be necessary to ensure that adjoining properties shall be appropriately connected in order to implement a unified system allowing general cross-access to and from the other properties in the affected area. Such easements or agreements shall be recorded in the Public Records of Flagler County by the developer at developer's expense and shall constitute a covenant running with the land. When a future cross-access is provided to an undeveloped adjoining property, a temporary curb shall be provided at the end of the pavement to ensure drivers do not use the cross-access until the adjoining property is developed. Nonresidential developments shall provide a second means of ingress when required by the Florida Fire Prevention Code or this Code.
- B. All new residential developments of more than fifty (50) dwelling units or which use as access a street that is 2,500 feet or more in length from another roadway shall provide a minimum of two (2) vehicular entrances from a public right-of-way, with at least one (1) of the vehicular entrances

connecting to a public collector or arterial road, but both directly connecting to a public road. A deviation to the requirement that at least one (1) of the vehicular entrances connect to a public ~~connector~~ collector or arterial road may be granted by the Land Use Administrator if it is determined by a traffic study administered by a licensed engineer that the additional traffic will not exceed the capacity of surrounding local streets at build-out of the surrounding area, or if the entrance connects to a private roadway meeting City standards, which then connects to a public roadway.

- C. All developments shall provide for bicycle and pedestrian interconnectivity to promote the use of bicycles and walking and as a means to reduce traffic on collector and arterial roads.
- D. All residential and nonresidential development that abuts an existing or proposed trail system shall provide pedestrian and bicycle links to the trail system unless it would not be safe.
- E. All new roads, except those where bicyclists are unlawful, such as controlled access highways, shall be designed and constructed for the provision of bicycle access. Bicycle safe design practices shall be followed including, but not limited to, safe drainage grates, railroad crossings, smooth pavements, and signals responsive to bicycles. In addition, the desirability of adding facilities such as bicycle lanes, bicycle routes, shoulder improvements, and wide curb lanes shall be considered.
- F. To the fullest extent practicable, all rural arterial and collector sections within one (1) mile of an urbanized area shall be ~~given consideration~~ considered for the construction of paved shoulders four (4) feet in width, and all urban arterial and collector sections shall be ~~given consideration~~ considered for either a curb lane fourteen (14) feet in width or an undesignated lane four (4) feet in width. Generally, such facilities shall not be marked to attract bicycle traffic.

5.02.05. Intersections

- A. Streets shall intersect at an angle of ninety (90) degrees, unless unique circumstances justify a lesser angle of intersection ~~as determined by the Land Use Administrator,~~ based upon sound and generally accepted engineering practices and principles.
- B. Spacing of street intersections shall be ~~in accordance with Table 5-3~~ determined based upon Florida Department of Transportation Access Management Standards and Classifications.

Table 5 – 3: Intersection Spacing in Feet

Street Type	Collector	Arterial	T-type Intersection with a Collector
Local	330	660	330
Collector	660	1320	N/A
Arterial	N/A	N/A	N/A

5.02.06. Visibility at Intersections

- A. Sight triangles and sight distance requirements shall adhere to ~~at a minimum, Florida Department of Transportation Design Standards~~ Section 11.03.01.L., including Table 11-3 – Sight Triangle Dimensions Along Driveways and Roadways.
- B. Within that portion of a lot or parcel that lies within the ~~clear visibility~~ sight triangle, as defined in Chapter 14, nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially obstruct vision between a height of ~~twenty-four (24) inches~~ two (2) feet to seven (7) feet above the average grade at the centerline of the adjoining road ~~right-of-way, provided, however, that in case of a conflict, Subsection 5.02.06.A shall prevail over this requirement.~~
- C. ~~The requirements of this section shall not be deemed to prohibit any necessary retaining wall. Low-growing shrubs, annuals, and other lower growing vegetation may be utilized within sight triangles or other areas to ensure visibility is not reduced.~~

- D. Trees may be permitted in the sight triangle area, at the discretion of the Land Use Administrator, if the trees have a single-trunk and foliage is ~~pruned within the heights noted in Subsection 5.02.06.B~~ kept trimmed between two (2) feet and seven (7) feet in height.
- E. ~~Streetlights and street name signposts may be permitted if illuminating fixtures or nameplates are not located within the prescribed clear space.~~

Section 5.03. Access

5.03.01. Vehicular Access

- A. Access management, location, design, and construction of driveway connections to the City's road network shall, ~~at a minimum,~~ follow criteria and standard practices as established by the City, based upon Florida Department of Transportation's Access Management Standards and Classifications rules ~~Design Standards and the City.~~
- B. All development sites shall provide permanent access from a paved street to each lot or parcel within the development in accordance with City standards.
- C. Cutting or altering a curb on a public street is prohibited without a permit issued by the City in accordance with Chapter 9.
- D. In addition to City approval, approval from Florida Department of Transportation for state roads, or Flagler County for county roads, is also required for any access onto a such roads.
- E. All driveways shall be designed and constructed to comply with all drainage standards as outlined in Chapter 9 and shall be constructed utilizing an approved paving material in accordance with City standards.

5.03.02. Pedestrian Access

- A. All development shall provide paved sidewalks, meeting the latest ADA (Americans with Disabilities Act) and City standards, ~~along both abutting sides of a whenever the development fronts on a collector or arterial street. An alternate design to provide a twelve (12)-foot wide paved multipurpose pathway abutting on one (1) side and a four (4)-foot wide sidewalk on the opposite side of a collector street may be proposed to the City and is subject to approval by the Land Use Administrator based upon public benefit.~~
- B. All proposed development fronting a local street shall provide a five (5)-foot wide paved sidewalk(s) along the entire ~~length of side(s) abutting~~ frontage with the local streets, except as outlined below, based on the following standards:
 - 1. Where sidewalks are present ~~on the abutting~~ along frontage with a local street, a five (5)-foot wide paved sidewalk shall be provided along the property line connecting the existing sidewalks from one (1) edge of the property to the opposite edge. connecting the existing sidewalk to the principal building(s). Where development has frontage on more than one local street, five (5)-foot wide paved sidewalks shall connect the principal building(s) to each local street.
 - 2. Where no sidewalks are present, a sidewalk shall be provided. The City shall determine the location and size of the sidewalk based on the characteristics of the right-of-way.
 - 3. If the construction of a sidewalk is not currently feasible or practical ~~at the time,~~ the Land Use Administrator may allow the developer to make a payment into the Palm Coast Sidewalk Improvement Trust Fund in lieu of sidewalk construction.
- C. All new residential and nonresidential development ~~that abuts~~ adjacent to a proposed multi-use path, or planned trail system consistent with the Bicycle/Pedestrian Master Plan, shall provide an eight (8)-foot to ten (10)-foot wide trail pathway (hard or soft surface per City standards) within a ~~ten (10)-foot wide~~ the right-of-way or in an easement to provide for the extension of the trail system based upon a rational nexus and rough proportionality analysis.

- D. Where development ~~abuts fronts on~~ a collector or arterial road, a five (5)-foot paved sidewalk shall be provided to connect the public sidewalk to the principal building(s) with the sidewalk ~~abutting along the collector or arterial road. Where development fronts on more than one collector or arterial roadway, sidewalks shall connect the principal building(s) to each collector/arterial roadway.~~ Five (5)-foot paved sidewalks shall also be provided to connect to adjacent properties.
- E. All new nonresidential and multifamily residential development shall provide safe and convenient pedestrian access and connectivity throughout the site.

5.03.03. Surfacing

Access to any project or development shall require a hard surface driveway apron meeting City engineering standards connecting the driveway to the pavement of a public street.

5.03.04. Single-family, Duplex, Two-Family and Townhouse Driveway and Garage Standards

(Previously these were in Item Section 5.04.02.C.5. but have been moved here and modified.)

A. Parking spaces for single-family, duplex, two-family and townhouse units shall be provided as follows:

1. Single-family homes with less than 1,200 square feet in living area shall have at least a one-car attached garage and a permanent surface for a second parking space. Single-family homes with at least 1,200 square feet in living area shall have at least a two-car attached garage unless an exception is specifically permitted by another provision of this Code. Duplexes and two-family homes with less than _____ square feet in living area per unit shall have at least a one-car attached garage and a permanent surface for a second parking space per dwelling unit. Duplexes and two-family homes with _____ or greater square feet in living area per unit shall have at least a two-car attached garage per dwelling unit unless an exception is specifically permitted by another provision of this Code.
2. A townhouse less than _____ square feet in living area shall have at least a one-car garage. A two-car garage is required for a townhouse with _____ or greater square feet in living area.
3. Off-street parking is prohibited adjacent to either side of the dwelling, except when such parking space provides access to a garage.

B. Driveways for single-family, duplex, two-family and townhouse units shall be provided as follows:

1. Driveways shall be completely paved. However, on one-acre or larger lots, where the garage is located at least one hundred (100) feet from the right-of-way, the pavement area may be limited as follows: Only the twenty (20) feet closest to the garage, the driveway apron area within the right-of-way, and other portions of the driveway that are visible from the right-of-way and within one hundred (100) feet of the right-of-way, are required to be paved. The unpaved driveway area shall be of a stabilized material that will support emergency vehicles and meet City standards, such as graded and compacted asphalt milling or similar material. Pervious and permeable pavers and pavement which meet City standards are allowed and are acceptable Green Building materials.
2. Garages must have a driveway extending for a minimum of twenty (20) feet in front of each garage door. The driveway shall be at least the width of the garage door(s), with a minimum width of ten (10) feet, to allow for safe access. For the twenty feet of the driveway that is closest to the garage, driveways for two-car garages shall have a minimum width of sixteen feet, and driveways for three-car or larger garages shall have a minimum width of twenty-four feet.
3. Residential driveways entering the public right-of-way shall be a minimum of ten feet wide at the right-of-way line and sixteen (16) feet wide at the roadway edge. On corner lots, driveways shall not enter the right-of-way within twenty-five (25) feet of where the two rights-of-way lines would intersect if extended.

4. Driveways shall either lead to a garage (standard driveway), or a circular driveway may be constructed. Except for corner lots, one approach of a circular driveway shall double as the standard driveway.
5. A standard driveway may also have a flare where the driveway widens to provide for an additional lane for vehicle parking. Additionally, standard driveways may have a turnaround so residents may avoid backing out onto the street. Turnarounds shall be located solely on the homeowner's property, except for radii, and not within rights-of-way. In side yards, flares and turnarounds shall not encroach into side yard easements and shall not be located within five (5) feet of side property lines.
6. Maximum driveway widths internal to the lot shall be eighteen (18) feet for circular driveways and turnarounds; and for standard driveways, including any flares, the internal widths shall be limited to thirty-six (36) feet for a two-car garage, forty-two (42) feet for a three-car garage, and forty-eight (48) feet for a four-car garage. For circular driveways that merge with standard driveways, only the standard driveway area may exceed the maximum width of eighteen (18) feet.
7. When unique circumstances exist, an applicant may propose an alternative driveway layout. The Land Use Administrator will only grant this exception if: a) the lot area in front of the home's building façade will have a minimum of 25% landscaped planting area and b) the new layout provides an attractive view from neighboring properties and adjacent right-of-ways.
8. Driveways, driveway aprons and culverts beneath driveways shall conform to City design and permitting standards.
9. Owners proposing to utilize pavers as pavement on the portion of the driveway in the City right-of-way shall execute a Right-of-Way Utilization Agreement prior to City final approval.

Section 5.04. Parking

5.04.01. Plan Requirement

Off-street parking, ~~or~~ loading space, and drive-through facility plans shall be submitted and approved during the site plan review process as outlined in Chapter 2.

5.04.02. Off-Street Vehicle Parking

Off-street parking and loading facilities shall be provided for any new use established, for any addition or enlargement of an existing use, or any change of occupancy or manner of operation that would result in additional parking. See Chapter 1 for nonconforming uses and the remodeling threshold. Additional parking may be required only for such addition, enlargement, or change, and not for the entire building or use, unless it is determined, ~~that the conformity with the required parking is such that,~~ based on the historical function of the use or similar such uses, there is a need for additional parking. ~~The Land Use Administrator shall evaluate the applicability for requiring additional parking spaces resulting from the addition, remodeling, or expansion of a use.~~

A. Off-Street Parking Spaces Required

1. Minimum Number Required. The required number of off-street motor vehicle spaces and any special requirements that may apply is ~~are provided for~~ in Table 5-3 ~~5-4~~. When the number of off-street spaces required by this Code results in a fractional space, the number shall be rounded ~~up to next the nearest~~ whole number. Where parking is based on seating on benches or pews, each twenty-four (24) lineal inches of the bench/pew shall be considered one (1) seat.

Table 5 – 4 3: Parking Ratios

NOTE: Unless otherwise noted, all square footages (s.f.) are based on the gross floor area of the unit or building.

Type of use	Minimum Number of Spaces
Adult entertainment	1 space per 100 s.f.
Assembly places (houses of worship/religious institutions, funeral homes, schools , <u>movie theaters</u> , auditoriums, arenas, stadiums, civic centers, and facilities with an auditorium, sanctuary, or gathering place, whether fixed seats or open area)	1 space per 4 seats
<u>Banks and credit unions</u>	<u>1 space per 200 s.f.</u>
<u>Barber shops and beauty salons</u>	<u>1 space per 250 s.f.</u>
Bowling alley	3 spaces per lane
<u>Call centers and contact centers</u>	<u>1 space per 115 sq. ft.</u>
Civic clubs and lodges (including fraternities, sororities, and other civic membership organizations)	1 space per 4 <u>3</u> seats plus 2 spaces per 100 s.f. of area devoted to public assembly without seats
<u>Colleges, universities and business/technical schools</u>	<u>1 space per 3 on-site school population (students, faculty and staff but excluding online students)</u>
<u>Convenience store (with or without fueling stations)</u>	<u>1 space per 200 s.f. + 1 space per 2 seats for food patrons</u>
Day care, child care, private schools (<u>k-12</u>)	2 spaces per employee on the largest shift. For private high schools, add 1 space per 2 students in 11 th and 12 th grade
Drive-through establishments	1 space per 60 s.f.
Eating, drinking, or entertainment establishments (without drive-through facilities)	1 space per 4 seats plus 2 spaces per 100 s.f. of area devoted to public assembly without seats
Electronic Game Promotion Establishment	1 space per 4 terminals
Fitness center/ <u>health club/dance studio</u>	1 space per 200 <u>125</u> s.f.
<u>Furniture/mattress store</u>	<u>1 per 700 s.f.</u>
Gasoline service stations/ <u>vehicle service and repair facilities</u>	1 space per 350 <u>250</u> s.f. of area devoted to sales <u>or customer lounges</u> , plus sufficient area to accommodate vehicles at pumps without interfering with other parking, plus 3 spaces per service bay
Golf course	4 spaces per hole; plus 1 space per 250 s.f. of clubhouse
<u>Golf driving range/putting greens</u>	<u>1 space per 2 driving tees/putting greens + parking for any structures</u>
<u>Golf, miniature</u>	<u>1.25 spaces per hole + parking for any structures</u>
<u>Grocery/supermarket¹</u>	<u>1 space per 200 s.f.</u>

Type of use	Minimum Number of Spaces
Group lodging, including nursing homes, rest homes, convalescent homes, assisted care facilities, and other similar facilities	1 space per 2 beds or 0.75 space per unit
Home Improvement/Building Materials and Garden Centers Large-Scale Retail Centers ¹	3.5 spaces per 1,000 s.f.
Hospitals and other medical facilities providing overnight accommodations	4.5 2 spaces per bed
Hotels, motels, and other similar lodging and accommodations establishments, without restaurants or lounges open to the public	4.25 1.15 spaces per sleeping room
Hotels, motels, apartment hotels, and other similar lodging and accommodations establishments, with restaurants or lounges open to the public	4.25 1.15 spaces per sleeping room, plus parking required at 50% of normal rates for the eating, any restaurant or drinking, or entertainment establishment
Independent living units (associated with a continuing care retirement community)	1.25 spaces per unit
Industrial, manufacturing and production uses	1 space per 600 750 s.f.
Marinas	1 space per 3 boat berths (wet slip or dry storage); plus 1 space per employee on the largest shift
Medical or dental offices, medical or dental laboratory, and medical clinics, and veterinary clinics	1 space per 300 250 s.f.
Mini-warehouse or self-storage facilities including boat and recreational vehicle storage	4 2 spaces per 300 s.f. of office space 100 storage units and vehicle/boat storage spaces with a minimum of 4 spaces
Multi-family dwellings	1 space per efficiency unit 1.5 spaces per 1 bedroom 2 spaces per 2 bedrooms and over Plus 1 space per 4 units for guest parking
Offices (general, professional, or government)	1 space per 300 250 s.f.
Plant nursery	1 space per 250 s.f. of building area + 1 space per 2,000 s.f. of display areas open to the public
Restaurants (with or without a drive-through), drinking establishments	1 space per 50 s.f. of areas open to the public + 1 space per 75 s.f. of outdoor eating/drinking areas
Shopping centers, including retail sales and business activities not otherwise specified discount superstores, and multi-tenant retail centers ¹	1 space per 250 s.f.
Retail including pharmacies and business services	1 space per 250 s.f.
Single-family dwelling, duplex, two-family and townhouse units	2 spaces per unit
Tennis, bocce ball, pickle ball, shuffleboard and racquetball facilities	1.5 spaces per court
Vehicle sales and boat sales/dealership	1 per 3,000 s.f. of open or enclosed sales area
All other nonresidential uses Warehouse	1 space per 300 1,200 s.f.

Type of use		Minimum Number of Spaces
City Parks and Recreation Facilities (25% is permitted to be on grass with a paved driveway to the grass parking area)	General	3 spaces per acre, plus required parking for other uses on the site, see below
	Concession Building	1 space per concessionaire or employee
	Equipped Playground	10 spaces per site
	Picnic Area	1 space per table
	Jogging/Fitness Trail	2 spaces per trail head
	Basketball Court	5 spaces per court
	Ball fields	10 spaces per field, plus 1 space per 5 seats where benches are used (every 2.5 feet equals 1 seat)

2. Uses Not Listed. The required number of spaces for any use not specifically mentioned shall be the same as the use most similar to the proposed use, as determined by the Land Use Administrator based on data provided by the Institute of Transportation Engineers in Parking Generation or similar studies.
3. Multiple Uses. Where a combination of uses is proposed for development exclusive of a multi-tenant retail center or shopping center, parking shall be provided for each of the uses as prescribed by Table 5-3 5-4, unless a shared parking agreement acceptable to the City is reached by the property owner(s) (see Subsection 5.04.08).
4. Maximum Parking Permitted. For all land uses, except for single-family and two-family residences, the maximum permitted number of parking spaces shall not exceed 4-1 1.2 times the minimum parking required by this section unless the Land Use Administrator finds that exceeding the maximum is justified based upon sound and generally accepted land use planning practices and principles as demonstrated within a Parking Flexibility Study at the time of the site plan review process.
5. Screening. ~~Visual~~ Screening is required for off-street parking spaces in accordance with Section 11.03.04.A the Chapter 11.
6. Internal Parking Lot Landscaping. For parking lot islands and their related landscaping requirements see Section 11.03.04.B. ~~Chapter 11.~~

B. Flexibility

1. The Land Use Administrator may authorize an adjustment in the total parking requirements where it is demonstrated that the application of the parking ratios is inappropriate to for a proposed use due to the mix of existing or proposed uses on the property with consideration being afforded toward calculating net floor area when demonstrated. A request for adjustment may require the submission of a site plan, traffic and parking study, and floor plan, which address the rationale for reducing or increasing parking requirements. Considerations and approval shall be contingent upon the continued operation of like or similar uses as identified under the approved plan. A change in the use category of parking shall require separate consideration. Pervious surface materials ~~shall~~ may be utilized when increasing parking requirements where feasible and may include pervious pavement, brick pavers, or other permanent pervious materials supported by green building principles. Stabilized grass parking with paved parking aisles may be considered where feasible for periodic overflow parking.

Reducing parking requirements ~~shall~~ may require additional pervious areas and adequate stormwater capacity to accommodate potential future parking spaces per Code.

2. The Land Use Administrator may approve de minimis variations of parking lot or design standards if ~~the Land Use Administrator finds it is determined~~ that a substantial public benefit would be attained. The variance may include reducing the required number of parking spaces, the use of alternative surface materials, or varying from design standards when specimen or historic trees can be saved, utility conflicts can be avoided, or where architectural aesthetics can be improved.
3. ~~Large-scale commercial and home improvement centers providing more parking spaces than the required minimum shall be constructed of a pervious surface up to the maximum spaces as set forth in this chapter. Pervious surface materials may include pervious pavement, brick pavers, stabilized grass parking, or any other permanent pervious materials supported by Green Building principles. Up to thirty-three (33) percent of required parking for not-for-profit and non-profit groups and civic clubs that only use the parking periodically (one day or less per week except for occasional special events), may be provided as stabilized grass parking, with approval of the Land Use Administrator, where those spaces are served by paved parking aisles and are generally located further from the use being served than the paved spaces. Landscaped islands are required with stabilized grass parking (see Section 11.03.04.B.3.b). Stabilized grass parking spaces shall be appropriately graded and computed as impervious areas for water management purposes and stabilized grass parking spaces that are utilized more often than periodically as defined above shall be paved as determined by the Land Use Administrator.~~
4. All of the overflow parking (parking that exceeds the minimum number of required spaces) for not-for-profit and non-profit groups and civic clubs that only use the parking on an occasional basis may be provided as stabilized grass parking and stabilized grass drive aisles, with approval of the Land Use Administrator, where those spaces are generally located further from the use being served than the required parking. Landscaped islands are required with stabilized grass parking spaces (see Section 11.03.04.B.3.b). Stabilized grass parking spaces and stabilized grass drive aisles shall be appropriately graded and computed as impervious areas for water management purposes.

C. Location

1. Each off-street parking space shall be located on the site it services, unless provided otherwise in this Code.
2. Nonresidential off-street parking spaces and ~~driveways~~ access ways shall not be located closer than eight feet from any side property line unless both adjoining properties are part of a master plan, share an access way, or similar circumstances exist. A minimum queuing distance of 50 feet is required ~~between~~ from the property line along a rights-of-way to the first parking space or parking aisle is: a) 20 feet along a local public roadway; b) 35 feet along a collector roadway; or c) 50 feet along an arterial roadway; unless the applicant demonstrates, Land Use Administrator concludes based on a traffic study, that a reduced queuing distance will not pose a hazard or interfere with pedestrian and vehicle traffic operations. However, traffic from a proposed development shall not be allowed to stack onto a public right-of-way under typical peak hour operating conditions.
3. All required parking stalls shall have direct and unobstructed access from a parking aisle.
4. ~~No parking stall shall directly abut a driveway unless approved by the Land Use Administrator.~~
5. Parking spaces for single-family, duplex, and townhouse units shall be provided as follows:
(The items in 5.04.02.C.5. were relocated to Section 5.03.04 and modified.)
 - a. ~~Single-family and duplex residences with less than 1,200 square feet in living area shall have at least a one-car garage and a permanent surface for a second parking space. A two-~~

~~car garage is required for single-family or duplex residences with 1,200 or greater square feet in living area.~~

- ~~b. A townhouse less than 1,500 square feet in living area shall have at least a one-car garage. The required additional off-street parking space shall be in compliance with Subsection 5.04.02.C.5.d. A two-car garage is required for a townhouse with 1,500 or greater square feet in living area.~~
- ~~c. The use of pavers; and permanent pervious pavement, which is an acceptable green building material, is allowed.~~
- ~~d. Attached and detached garages must have a driveway extending for a minimum of 20 feet from the garage door to the property line or common sidewalk. The width of the driveway shall be the same as the garage to allow for safe access.~~
- ~~e. Off-street parking is prohibited adjacent to either side of the dwelling, except when it provides access to a garage.~~
- ~~f. Residential driveways entering the City of Palm Coast public right-of-way shall be a minimum of ten feet wide at the right-of-way line and 16 feet wide at the roadway edge.~~

D. Off-Street Circulation

1. Internal circulation patterns, and the location and traffic direction of all access ~~drives~~ ways and parking aisles, shall be designed and maintained in accordance with accepted principles of traffic engineering and traffic safety, and clearly marked as required by the City.
2. Vehicular circulation shall be completely contained within the property and vehicles located within a portion of the development must have access to all other portions without using the adjacent street system.

E. Parking Facility Design

1. All parking facilities shall be graded and provided with permanent storm drainage facilities meeting the construction specifications set by the City. Surfacing, curbing, and drainage improvements shall be sufficient to preclude the free flow of water onto adjacent properties or public streets or alleys, and to provide adequate drainage.
2. ~~Off-street parking, loading areas, and pedestrian and bicyclist circulation facilities shall be designed to be safe and convenient.~~
3. Any off-street parking facility shall have ~~either driveway approaches~~ access ways of sufficient width to allow for two-way traffic, or one-way ~~driveways~~ access ways connected to parking aisles, parking areas, or maneuvering areas in such a manner as to permit traffic to simultaneously enter and leave the property. ~~An access way driveway~~ that is only wide enough for one-way traffic shall be signed have signage designating it for one-way operation.
4. Single-lane ~~driveways~~ one-way access ways shall be a minimum of ~~16~~ 14 feet wide. Two-lane ~~way driveways~~ access ways shall be a minimum of 24 feet wide, ~~unless exclusive of any median is provided.~~ Required ~~driveway access way~~ widths may be increased ~~according to~~ by the City based on vehicle types and numbers of vehicles expected to use the facility, or if the number of parking stalls connected to the number of trips generated Fire Prevention Code justifies such increase based upon traffic engineering and safety considerations.
5. Parking spaces and parking aisles shall be designed in accordance with Table 5-54.
6. ~~Parking spaces perpendicular to sidewalks and/or walkways shall have wheel stops installed two feet from the abutting sidewalk/walkway to prevent vehicle encroachment.~~ Applicants are encouraged to reduce paved areas by reducing the perpendicular depth of standard parking spaces to 18 feet of pavement with two feet of ~~overhand~~ overhang area, subject to the following conditions:

- a. Continuous curbing shall be used at the overhang.
- b. The overhang will not interfere with the healthy growth of adjacent landscaping material.
- c. ~~The Any~~ abutting sidewalk is raised a minimum of six inches and is a minimum of seven feet wide. A sidewalk located at least two feet from the front of curb does not need to meet these standards.

Table 5 – ~~§ 4~~: Parking Space and Parking Aisle Requirements

Parking Angle (degrees)	Standard Stall Width (feet)	Stall Depth Perpendicular to Aisle (feet)	Curb Length Parallel to Aisle (feet)	<u>Parking Aisle Width One-Way Traffic (feet)</u>	<u>Parking Aisle Width Two-Way Traffic (feet)</u>
0 (<u>parallel</u>)	10	10	23	12	24
45	9	21.2	12.7	14	20* <u>24</u>
60	9	22.3	10.4	18	20* <u>24</u>
90	9	20	9	24	24

* ~~Subject to appropriate parking angle application~~ Note: Parking spaces are measured from the center-line of painted stripe to edge of curb or center-line of painted stripe.

7. ~~Reserved.~~
8. Parking stalls shall be delineated with a white pavement striping that is six inches wide.
9. ~~Off-street parking accessed from the rear of a lot shall only be permitted in the neo-traditional development option. On-street parking in the neo-traditional development option is permissible on local residential streets, refer to Chapter 4.~~
10. For any nonresidential or multi-family use providing 50 or more spaces, a maximum of three for every 50 required spaces may be reduced in size and designed to accommodate parking for motorcycles. When provided, motorcycle parking shall be clearly identified by a sign, be at least 4.5 feet wide, surfaced with concrete, and have pavement striping. Motorcycle spaces may count towards required vehicular parking spaces.
11. All permanent off-street parking and loading and/or unloading areas; ~~except for overflow areas as permitted under Sections 5.04.02.B.3 and 5.04.02.B.4,~~ shall be surfaced with brick, pavers, asphalt, ~~bituminous concrete,~~ or concrete, and all materials shall meet City design standards and maintained in a smooth, well-graded condition.

F. Maintenance

1. All required parking facilities shall be properly maintained in perpetuity by the property owner or appropriate property owners association. Such facilities shall be used exclusively for the temporary parking of motor vehicles.
2. Parking facilities shall not be used for the sale, display, or storage of merchandise, for the storage or repair of vehicles or equipment, or activities other than providing public and employee parking, unless another activity was approved on the site plan.
3. All parking and loading facilities shall be properly maintained to ensure the desirability and usefulness of the facility, including maintenance of finished and stabilized surfaces, parking stripes and required signage. Parking stripes that are faded shall be repainted, and faded or missing required signage shall be replaced. Such facilities shall be maintained free of pot holes, refuse, debris, or other accumulated matter and shall at all times be available for the off-street parking or loading use consistent with applicable development approvals.

4. Landscaping materials located within sight triangles shall be properly trimmed and maintained.

5.04.03. Bicycle Parking

- A. All developments (except for single-family and duplex platted lots) requiring off-street parking shall provide parking for bicycles in accordance with the following standards:
1. Multifamily development shall provide bicycle parking spaces to the equivalent of ten percent of the required vehicular parking spaces.
 2. Nonresidential developments shall provide bicycle rack spaces as follows:

Table 5 – ~~6~~ 5: Bicycle Rack Ratios for Nonresidential Developments

Required Number of Automobile Parking Spaces	Minimum Number of Required Bicycle Rack Spaces
1-40	2
41-60	3
61-80	4
81-100	5
Over 100	5 plus 1 for each 20 automobile parking spaces over 100, provided that the maximum number of required bicycle spaces shall not exceed 20

- B. Bicycle rack facilities shall meet the following standards:
1. Shall be designed to allow each bicycle to be secured against theft.
 2. Shall be installed in a permanent manner to resist removal.
 3. Shall be installed to resist damage by rust, corrosion, or vandalism.
 4. Shall accommodate a range of bicycle shapes and sizes and allow easy locking without interfering with adjacent bicycles.
 5. Shall not interfere with pedestrian or vehicular movement.
 6. Shall be located within 200 feet of the building entrance(s) they are intended to serve.

5.04.04. Parking Lot Lighting

The lighting design for new and redevelopment sites shall meet the lighting requirements set forth in Chapter 9.

5.04.05. ~~Standards for Handicap~~ Americans with Disabilities Act Requirements for Access and Parking

~~Handicap~~ Accessible parking shall comply with Florida Department of Transportation Design Standards and Chapter 17 of the Florida Americans with Disabilities Act Architectural Barrier Removal and Compliance Manual, 2005 Edition, as amended. The total number of parking spaces required in this chapter includes the minimum number of ~~handicap~~ accessible parking spaces required.

5.04.06. ~~Taxi~~ Temporary Parking

The Land Use Administrator may require new nonresidential uses to provide a minimum of one and a maximum of two parking spaces for temporary ~~taxi~~ pick-up and drop-off based on the size and use of the development. The temporary ~~taxi~~ parking space(s) shall be located near the primary building entrance. ~~Taxi~~ temporary parking shall count towards the total required parking spaces.

5.04.07. Off-Street Loading or Unloading Space Requirements

- A. At the time of construction of any of the ~~following~~ categories of buildings listed in Table 5-6, or at the time of structural alteration for an increase in their size or capacity, off-street loading and/or

- unloading spaces with adequate means of ingress and egress from a public street or access way shall be provided without interfering with the public use of streets, off-street parking spaces, or taxi stands. Off-street parking spaces ~~and taxi stands~~ shall not be used to meet off-street loading requirements.
- B. The dimensions, design, and location of all off-street loading spaces shall meet the requirements as outlined in this Code.
- C. Loading spaces shall not block streets, alleys, driveways, or sidewalks. Loading spaces shall not impair the movement of vehicles or pedestrians on streets, alleys, or sidewalks. Loading areas shall not use a public right-of-way or adjacent property as part of a maneuvering area, or use a public right-of-way or adjacent property as part of a temporary or permanent parking area for loading or unloading.
- D. The minimum number of off-street loading and/or unloading spaces and the design shall meet the needs of the proposed use and reasonably expected future uses, ~~and, but~~ shall have the minimum dimensional requirements as displayed in the following tables:

Table 5 – 7 ~~6~~: Loading or Unloading Space Requirements

USE CATEGORY	FLOOR AREA IN SQUARE FEET	NUMBER OF SPACES REQUIRED
Retail Sales and Service, Restaurants, or Similar Uses	1,000 <u>5,000</u> - 20,000	1
	20,001 - 40,000 <u>20,001 - 50,000</u>	2
	Each additional 20,000 <u>25,000</u> square feet or <u>major fraction thereof</u>	1
Offices, Hotels, Hospitals, Nursing Homes, Adult Congregate Living Facilities, <u>Multi-Family Project</u> or Similar Uses	30,000 - 100,000	1
	Each additional 100,000 square feet or <u>major fraction thereof</u>	1
Arenas, Auditoriums, Stadiums, Convention Centers, Exhibition Halls, Museums, or Similar Uses	10,000 - 50,000	1
	50,001 - 100,000	2
	Over 100,000	4
Any Industrial Use and any Wholesale, Retail, and Nonresidential Storage Facility (<u>Not Required for a Self-Storage Facility</u>)	15,000 - 40,000 <u>5,000 - 25,000</u>	1
	40,001 - 100,000 <u>25,001 - 55,000</u>	2
	100,001 - 150,000 <u>55,001 - 85,000</u>	3
	Each additional 80,000 <u>30,000</u> square feet or <u>major fractions thereof</u>	1

- E. Every loading space shall demonstrate adequate turning radius and movement based upon the requirements of the delivery truck and meet the following minimum dimensions:

Table 5 – 8 ~~7~~: Loading Space Dimensional Requirements

Length or Depth of Space	35 30 feet*
Width	12 feet
Height or Vertical Clearance	14 feet

* For tractor-trailer trucks, a 55-foot length is required. Retail and industrial buildings with 50,000 square feet of retail area or more shall have at least one loading space for tractor-trailer trucks, and buildings with 100,000 square feet of retail area or more shall have at least two loading spaces for tractor-trailer trucks, unless the applicant demonstrates

a standard size loading space will suffice for one or both spaces based on the nature of the use(s).

- F. Loading spaces for tractor trailer trucks shall not be located within 100 feet of any residential use or zoning district boundary. ~~Loading and these~~ spaces shall be located to the rear of the principal structure and screened from view of the public right-of-way or access easement.
- G. Uses Not Listed. The required number of loading spaces for any use not specifically mentioned above shall be the same as the use most similar to the proposed use, or be guided by requirements for such use in other jurisdictions, or by data provided by the Institute of Transportation Engineers, or other similar studies.
- H. An adjustment in the loading requirements may be approved where it is demonstrated that the application of the loading ratios is inappropriate for a proposed use due to specific site or use conditions. The applicant must submit a site plan and operational analysis which address the rationale for reducing or increasing loading requirements. Approval shall be contingent upon the continued operation of like or similar uses as identified under the approved site plan. If there is a change in the use category of loading, a new application must be submitted.

5.04.08. Shared Parking and Joint Use of Facilities

- A. The Land Use Administrator may permit the required off-street parking spaces for a use to be shared as required parking spaces for another use upon finding that:
 - 1. The shared parking spaces are in close proximity and readily accessible to the uses served thereby;
 - 2. The uses served thereby have different peak periods or are excessive for one use; and
 - 3. The design of the parking area in terms of traffic circulation, vehicular and pedestrian access, stormwater management, landscaping, open space preservation, and public safety meets the requirements of this Code.
- B. A sShared parking usage ~~percentages~~ analysis shall be used for calculating parking requirements for multiple uses, ~~see Table 5-9.~~
- C. ~~Handicap~~ Accessible spaces shall be based on the single use parking requirement. The shared parking methodology shall only reduce the general parking requirement.
- D. Upon a finding by the Land Use Administrator that shared parking is appropriate, the Land Use Administrator shall issue a development order or approve an agreement for shared parking, which shall be recorded in the public records, and shall be enforceable by the City.

5.04.09. Fleet Storage

A. General Requirements

~~The~~ In all zoning districts except industrial zoning districts or industrial type uses in the PSP Zoning District, the following requirements apply to the storage of five or more operable and inoperable motor vehicles which are owned (includes ownership under another corporate entity for which vehicles serve the business establishment located at the site) or leased by a business establishment located on the site on which the motor vehicles are located, excluding lawful and permitted businesses that inherently require the display of motor vehicles, trailers, heavy commercial vehicles, and construction equipment (i.e. automobile dealerships, tractor dealerships, etc.).

- 1. Areas specifically designated for fleet vehicles shall be screened from public view using a Tall Screen Planting described in Table 11-4 ~~Screening shall comply with the landscaping and buffer requirements~~ in this Code.
- 2. Fleet vehicle parking spaces and areas shall not be used to satisfy the required off-street parking for its land use as required in this Code.

3. It is prohibited and unlawful to park an inoperable motor vehicle for any part of a 24-hour period unless the motor vehicle is enclosed within a building or located within an opaque enclosure that is no less than six feet in height.
4. ~~Fleet vehicles shall be clearly marked with the business' name or logo.~~
5. Fleet vehicles shall be used solely for the purpose of conducting activity associated with the business establishment (licensed by applicable federal, state, and local agencies) at the location where the motor vehicles are parked.
6. A business with fleet vehicles desiring to locate into an existing building in an appropriately zoned district shall establish a designated area for the fleet vehicles in compliance with this section if such area is not already established. A site plan shall be submitted to the Land Use Administrator to determine compliance.

B. Exemptions

This section does not apply to commercial motor vehicles parked during active loading and unloading for any part of a 24-hour period within areas designated as loading spaces on an approved site plan or vehicles that are automobiles or sport utility vehicles.

5.04.10. Boat and Recreational Vehicle Commercial Storage Facilities

Where boats or recreational vehicles are commercially stored outside, they shall only be stored on pavement located behind buildings or preserved wooded areas so they are generally hidden from the public rights-of-way, unless specifically permitted by Code.

5.04.11. Drive-Through Facilities *(This Section is being relocated from Chapter 4. Updates have also been made.)*

5.04.11.01. Location

- A. A site that contains drive-through facilities shall be located on a collector or arterial road.
- B. Drive-through facilities for an automated teller machine (ATM) shall only be located on sites with a financial institution; or, if within a multi-tenant retail center or shopping center, where the applicant demonstrates that the facilities will not interfere with the safe movement of traffic.

5.04.11.2. Stacking Lanes and Spaces

- A. All facilities providing drive-through service shall provide stacking lanes in compliance with the standards of this section. A stacking space shall be a minimum of ten feet in width, and 20 feet in length measured starting ten feet behind the pickup window.
 1. Drive-through lanes must be clearly distinguished from parking aisles by acceptable pavement markings or pavement color.
 2. On-site stacking spaces must accommodate stacking demand under the typical A.M, mid-day, and P.M Peak-Hour conditions of adjacent roadways.
 3. A twelve feet wide paved bypass lane (11 feet if the stacking lane is increased to a width of 11 feet) shall be provided for drive-through facilities, unless the City determines it unnecessary due to unique site conditions.
- B. Restaurants with drive-through facilities shall provide a minimum of nine stacking spaces. The bypass lane for restaurants shall serve customers at least until they have traveled past the point where their orders have been taken.
- C. Banks, financial institutions, dry cleaners, and pharmacies shall provide a total minimum of four stacking spaces per lane; except for automated teller machines, which shall have three spaces per lane.

- D. An automated car wash, and a manned or unmanned gatehouse or entry control structure, shall provide a minimum of three stacking spaces per service lane.
- E. A six feet high solid decorative wall shall be provided along all property lines abutting lots or parcels zoned or used for residential purposes in order to block lights and noise from vehicles in the stacking lanes or drive-through facility.
- F. Stacking lanes shall not be located within a designated delivery area or loading zone.
- G. Within the OFC-1 District, drive-through facilities may have only a single lane with a single service window, unless the second lane is serviced by the same single window, or by an automated device (e.g., ATM).
- H. Uses Not Listed. The required number of stacking spaces for any use not specifically mentioned shall be the same as the use most similar to the proposed use, or be guided by requirements for such use in other jurisdictions, or data provided by the Institute of Transportation Engineers in Parking Generation, or other similar studies.
- I. The Land Use Administrator may determine an increase or reduction in the stacking requirements is required where it is demonstrated that the application of the stacking number is inappropriate for a proposed use due to the property configuration, the specific nature of the use, or traffic flow patterns.
 - 1. To request a modification, an applicant must submit a site plan and traffic study which address the rationale for reducing the stacking requirements.
 - 2. Approval shall be contingent upon the continued operation of like or similar uses as identified under the approved site plan.
 - 3. A change in the use category shall require a new application for modification.

SECTION 4. AMENDMENT TO SECTION 14.02. – “GLOSSARY” OF THE UNIFIED

LAND DEVELOPMENT CODE. Section 14.02. - “Glossary” of the City of Palm Coast Unified Land Development Code is hereby amended to read as follows:

Section 14.02. Glossary *(All related definitions have been included on this initial draft. Those not being modified will be removed later.)*

Access: The street system providing access to a parking facility, sometimes involving several streets, particularly if one-way.

Access way: The place, means, or way by which pedestrians and/or vehicles shall have safe, adequate, and usable ingress and egress to a property, use, or parking space.

Aisle, ~~driving~~ drive: The traveled path through a parking facility between one or two rows of parked vehicles.

Bypass lane: See Lane, bypass.

~~Clear visibility triangle:~~ ~~A triangle at the intersection of two public rights of way, defined by the intersection of the rights-of-way lines extended, and a line joining points on those lines 25 feet from said intersection.~~

Collector road: A route providing service that is of relatively moderate average traffic volume, moderately average trip length, and moderately average operating speed. Such a route also collects and distributes traffic between local roads or arterial roads and serves as a linkage between land access and mobility needs.

Continuing care retirement community: An integrated residential development designed to let senior adults age in place by providing independent living units, and an assisted living facility where assistance on personal care is provided or a nursing home providing long-term skilled nursing.

Convenience store with fueling stations: A retail store selling convenience goods that may include prepared foods with seating for on-site consumption, and having pumps for the fueling of automobiles and pickups.

Discount superstore: A very large retail store greater than 100,000 square feet in size that is usually part of a chain, offering a wide variety of merchandise for sale at prices typically below the market price.

Driveway: A private roadway providing access for vehicles to a parking space, garage, dwelling, or other structure. A standard driveway is one leading to a garage for a single-family, two family, or town house residence.

Duplex: See ~~Dwelling Two-family~~ A detached building intended, designed and occupied as two dwelling units with a common wall or roof on a single lot.

Dwelling or dwelling unit: (2) ~~Two-family:~~ A detached building ~~occupied by or~~ intended, designed and occupied as two dwelling units with a common wall or roof, and with each unit located on a separate lot under separate ownership. ~~for occupancy by two families only with separate cooking and housekeeping facilities for each.~~

Gasoline service station: A business having at least one bay for automotive services, pumps for the fueling of automobiles and pickups, and which may include limited retail sales of convenience goods.

Independent living unit: A senior adult detached or attached housing unit that is an element of a continuing care retirement community that provides optional services for residents to receive their choice of meals, personal services, medical services, housekeeping, transportation services, and organized social/recreational activities.

Lane: A strip of roadway or vehicular use area specifically designated to accommodate a single line of vehicles; a narrow way or passage for a specific use such as bicycles, pedestrians, etc.

Lane, bypass: An alternative channel, passage, or route.

Large-scale commercial center: A commercial facility intended to function as a unit with a large-scale retailer as the anchor with shared services of other commercial uses. At least one anchor unit shall contain a minimum of 60,000 square feet.

Large-scale retailer: ~~A retail or wholesale user, who occupies no less than 75,000 square feet of gross floor area, typically requires high parking to building ratios, and has a regional sales market. Regional retail/wholesale sales can include, but are not limited to, membership warehouse clubs that emphasizes bulk sales, discount stores, and department stores.~~

Loading space, off-street: A space logically and conveniently located for pickups or deliveries or for loading or unloading, scaled to the size of the delivery vehicles expected to use it and accessible to such vehicles when required off-street parking spaces are occupied.

Local road: A route providing service that is of relatively low average traffic volume, short average trip length or minimal through-traffic movements, and high land access for abutting property.

Multi-Tenant Retail Center shall mean retail uses in one or more buildings consisting of two or more individual, unaffiliated tenants. Multi-Tenant Retail Centers include shared access connections to external roads, shared internal circulation, parking and external signs and master stormwater management areas. Multi-Tenant Retail Centers do not include outparcels.

Non-vehicular access easement: An easement that limits or precludes legal access for any lot, tract, or parcel onto a street or adjacent property or between subdivision boundaries.

Off-street loading space: See Loading space, off-street.

Outdoor display: An outdoor arrangement of objects, items, products, or other materials, typically not in a fixed position and capable of rearrangement, designed and used for the purpose of advertising or identifying a business, product, or service.

Parking angle: The angle formed by a parking stall and the wall or centerline of the facility, ranging from 90 degrees (perpendicular) to 45 degrees.

Parking design: The layout and design of a parking facility based on standard criteria.

Parking lot: A surface area for parking off the street or beyond the right-of-way.

Parking, parallel: Spaces designed parallel to the curb of a street, a lot, or a parking structure wall.

Parking, shared: The approved use of the same off-street parking space for two or more distinguishable uses where peak-parking demand of the different uses occurs at different times of the day.

Parking space: ~~An individual parking stall. All required parking spaces shall be used for the parking of licensed/insured motorized vehicles which consist only of automobiles, trucks, vans or motorcycles associated with the residential use. Parking of nonresidential, recreational or similar use vehicles will be allowed in required spaces only if they do not displace the previously mentioned motorized vehicles. Additional spaces over the required number may be utilized or added with a site plan modification in order to provide parking for said residential, nonresidential or similar use vehicle. A surface area reserved for temporary storage of one motor vehicle and connected to a street by a driveway.~~

Parking space, off-street: An off-street parking space shall consist of an area adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a street or alley and maneuvering room, but shall be located totally outside of any street, alley right-of-way, or highway.

Parking stall: The area, usually marked with distinguishing lines, in which one vehicle is to be parked; a parking space.

Peak period: The period of maximum parking activity, this can be by the hour, day of week, or seasonal.

Pedestrian: A person whose mode of transportation is on foot, including a person "walking a bicycle."

Recreation, indoor: An indoor public or private establishment designed and equipped for the conduct of sports and leisure time activities except for electronic game promotions. Some examples include bowling alleys, game rooms, theaters, gymnasiums, pool halls, and skating rinks.

Recreation, outdoor: Any site where the principal use is the provision of outdoor amusements, sports, games, athletic facilities, or other outdoor recreational facilities and/or services. This term includes botanical gardens, zoological gardens, skeet and gun clubs, golf driving ranges, miniature golf, go-cart tracks, drive-in theaters, aquatic centers, and water parks, but does not include golf courses or public parks and recreational facilities.

Restaurant, fast-food/fast-casual: An eating establishment where customers order and receive their food and/or beverages at a counter, select individual items prepared in front of the person, serve themselves buffet style, a drive-in window, or via drive-up service. Customers may or may not consume the food or beverages on-site.

Restaurant, sit-down: An eating establishment where food and/or beverages are served by waitresses or waiters to patrons seated at booths or tables. ~~or are served cafeteria or buffet style~~ A sit-down restaurant may also provide accessory drive-through and walk-up services. If the business also sells alcoholic beverages, the sale of food products must represent at least 51 percent of the facility's total sales, or the business shall be considered a drinking establishment.

Retail fulfillment distribution center: A building where an e-commerce retailer can quickly deliver their merchandise to online shoppers for pickup, or where the merchandise is transferred to a retail operator or local delivery service for rapid delivery to shoppers' homes or businesses.

Shopping center: An integrated group of primarily retail-oriented commercial establishments that is planned, developed, owned and managed as a unit.

Seat: For purposes of determining the number of off-street parking spaces for certain uses, the number of seats is the number of seating units, installed or indicated, for each 24 lineal inches of benches, pews, or space for loose chairs.

Service station, motor vehicle: ~~Any building or land used for retail sale and dispensing of motor vehicle fuels or oils; may furnish supplies, equipment and minor services to motor vehicles, but only incidental to the sale and dispensing of motor vehicle fuels and oils.~~

Sight triangle: A triangular-shaped area at intersections that provides a clear line of sight for drivers at a vertical level between two feet and seven feet above the average grade at the centerline of the right-of-way. Two sides of the triangle shall be the edges of pavement along each roadway from their intersection with their lengths based on the type of roadways, and the third side being a line connecting the ends of the first two lines.

Spite strip: A private easement that limits or precludes legal access for any lot, tract, or parcel onto a street or adjacent property or between subdivision boundaries.

Stall: The area, usually marked with distinguishing lines, in which one vehicle is to be parked; a parking space.

Striping: Painted lines delineating stalls and circulation patterns.

Traffic circulation: A traffic flow pattern, such as a two-way or a one-way, for an on-street system or off-street parking facility.

Traffic control devices: Signs, pavement markings, and signal lights designed and installed to aid in safe and effective flow of motor vehicles across roads and parking lots.

Traffic flow: The pattern of traffic movement through an area or through a parking facility.

Use, service: An establishment where the principal use is the provision of services for individuals, business, and government establishments, and other organizations; as opposed to the selling of goods or merchandise. This term includes automotive services, business services, major vehicle service, and personal services, but does not include retailing uses, restaurants, residential social service facilities, or any industrial uses.

(1) *Service, automotive:* Where the provision of services is focused on the repair and maintenance of automobiles and pickup trucks. Examples of automotive services include detailing, mechanical or interior repair, tune-ups, tire sales and service, and stand-alone car washes, and similar uses. ~~For the purpose of this Code, motor vehicle service stations are considered separately from automotive services.~~

(2) *Service, business:* Where the provision of services is focused on support to professional office establishments. Some examples include copy centers, secretarial service, computer rental-repair service, internet service, and similar uses.

(3) *Service, major:* Vehicle or machinery service activities that do not meet the definition of automotive service shall be classified as major service. Examples include bus, truck or train terminal/maintenance facilities, commercial or industrial machinery repair shops, and body and paint shops.

(4) *Service, personal:* A service use primarily engaged in providing services involving the care of a person, his or her apparel, pets, or small appliances. Some examples include barbershops, beauty shops, dance studios, funeral homes, pet grooming, laundromats, dry cleaners (drop-off and pick up only), health and fitness clubs, caterers, window tinting, video tape/disc rentals, consumer goods rental and service centers, and similar uses.

Vehicle: Any device or conveyance for transporting persons or property over the public streets, including, but not limited to, any automobile, motorcycle, motor truck, trailer, van, semi-trailer, tractor-trailer combination, commercial vehicle or trailer, recreational vehicle or trailer, golf cart, and boat or boat trailer but it shall not include tractors, construction equipment or machinery, or any other device used to perform a job except as stated above.

Vehicle fueling position: A location next to a pump island at a service station or convenience store where a single vehicle obtains fuel simultaneously while other vehicles are being fueled. Typically, one fuel dispenser will provide two vehicle fueling positions located on opposite sides of the pump island.

Wheel stop: A bumper or block placed at the head of a parking stall to restrain the vehicle from moving or overhanging any pedestrian access way.

SECTION 5. APPLICABILITY. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 6. 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 7. 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 Unified Land Development 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 8. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 9. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

APPROVED on first reading this _____ day of _____, 2018.

ADOPTED on second reading after due public notice and hearing this _____ day of _____, 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY

WILLIAM E. REISCHMANN, JR. ESQ.
CITY ATTORNEY

ORDINANCE 2018- ____
AMENDING SECTION 4.09, CHAPTER 5, AND SECTION 14.02
OF THE UNIFIED LAND DEVELOPMENT CODE

AN ORDINANCE OF THE CITY OF PALM COAST, FLORIDA, AMENDING UNIFIED LAND DEVELOPMENT CODE SECTION 4.09 - DRIVE-THROUGH FACILITIES, BY RELOCATING IT TO CHAPTER 5 – TRANSPORTATION, CONNECTIVITY, ACCESS, AND PARKING; AMENDING CHAPTER 5 – TRANSPORTATION, CONNECTIVITY, ACCESS AND PARKING; AND AMENDING SECTION 14.02 - GLOSSARY; TO CLARIFY INTENT AND TO REFLECT CURRENT DEVELOPMENT TRENDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote public health, safety, and general welfare of its citizenry; and

WHEREAS, the City Council has determined that due to changing conditions within the City it is warranted to relocate Section 4.09 – Drive Through Facilities to Chapter 5 – Transportation, Connectivity, Access and Parking, to amend Chapter 5 – Transportation, Connectivity, Access and Parking, and to amend Section 14.02 – Glossary of the Unified Land Development Code; and

WHEREAS, the City’s Planning and Land Development Regulation Board (PLDRB) held a public workshop and a public meeting to hear public input and discuss these proposed revisions, and found the revisions to be consistent with the Comprehensive Plan; and

WHEREAS, at a meeting on April 18, 2018 the PLDRB voted 7-0 in favor of the proposed revisions; and

WHEREAS, the City Council held a public workshop to discuss the proposed changes on September 11, 2018; and

WHEREAS, the City Council of Palm Coast finds that these revisions are in the public interest, and do not place a burden on development, but are instead designed to assist developers and citizens in their understanding of transportation related standards and facilitating their implementation; and

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

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

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

SECTION 2. RELOCATING SECTION 4.09 – “DRIVE-THROUGH FACILITIES” BY RELOCATING IT TO CHAPTER 5 OF THE UNIFIED LAND DEVELOPMENT CODE.

Section 4.09 – Drive-Through Facilities is hereby relocated to Section 5.04.11 and amended as shown in that section:

SECTION 3. AMENDMENT TO CHAPTER 5. – “TRANSPORTATION, CONNECTIVITY, ACCESS AND PARKING” OF THE UNIFIED LAND DEVELOPMENT CODE. Chapter 5. - “Transportation, Connectivity, Access and Parking” of the City of Palm Coast

Unified Land Development Code is hereby amended as follows:

Section 5.01. Purpose and Applicability

5.01.01. Purpose

The purpose of this chapter is to establish requirements for a transportation system that operates by moving people and goods efficiently, safely, and provides a balance between mobility and accessibility.

5.01.02. Applicability

All development shall provide transportation, access, parking, loading, stacking, bicycle, and pedestrian facilities in compliance with the standards of this chapter. All facilities shall be maintained as long as the principal use continues.

Section 5.02. Transportation and Connectivity

5.02.01. Streets

A. All proposed developments, except for sites developed with utility facilities such as cable substations, communication towers, etc., shall front on a paved street or paved access easement. This street, if not already paved, shall be paved by the developer from the entrance of the development to the nearest public paved street(s). The character, width, grade, and location of all streets shall conform to City standards and shall be considered in their relation to existing and planned streets, to topographical conditions, to public convenience and safety, and in their appropriate relation to the proposed uses of the land to be served by such streets. Construction and material specifications for streets shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction and the following:

1. The City Council may approve developer proposed private streets, in residential areas via a plat approval. In such cases, all such streets shall meet all design and construction criteria of the City for public streets, and a condominium or homeowners association or equivalent shall be created with all duties and powers necessary to ensure perpetual maintenance of such private streets. All streets shall be constructed to the exterior property lines of the development unless

they are permanently terminated by a cul-de-sac or an intersection with another street. Public streets shall not be gated.

2. City Council may approve developer proposed private streets in business or industrial areas via a plat approval. In such cases, all streets shall meet the design and construction criteria of the City for public streets unless overriding conditions, such as sharing entrances or parking areas, require different design criteria. A property owners' association or equivalent shall be created with all duties and powers necessary to ensure perpetual maintenance of such private streets.
- B. The arrangement of streets in a development shall:
1. Provide efficient and orderly hierarchy of streets.
 2. Conform to official plans and maps of the City.
 3. Be integrated with the existing and planned street system of the surrounding area in a manner that is not detrimental to existing neighborhoods.
 4. Ensure that the use of local streets by through or nonresidential traffic is discouraged.
 5. Facilitate and coordinate with the future development of adjoining property of a similar character, and provide for local circulation and convenient access to neighborhood facilities.
 6. Local streets shall be patterned in such a way that continuous traffic from a collector road to another collector or arterial road is discouraged.

5.02.02. Minimum Right-of-Way and Pavement Widths

The following are the minimum right-of-way widths required for streets within the City. Developers shall dedicate sufficient land to meet the right-of-way requirement resulting from the development in accordance with a rational nexus and rough proportionality analysis. A cul-de-sac, even one with a minimally acceptable radius, does not preclude the developer from having a landscaped island within its center as long as the developer can demonstrate that the island does not impede safe turning movements for larger vehicles.

Table 5 - 1: Minimum Right-of-Way Width

Functional Classification	Minimum Right-of-Way (ft.)
Principal Arterial	200
Minor Arterial	120
Collector / Minor Collector	100 / 80
Local Streets	50

Note: The Land Use Administrator may approve, based upon sound and generally acceptable engineering practices and principles, narrower rights-of-way, provided utilities and sidewalks can be accommodated.

Table 5 - 2: Required Right-of-Way and Pavement Width

Street Type	Right-of-Way In Feet		Pavement In Feet	
	Urban	Rural	Urban	Rural
Local (> 75 lots)	50	80	24	24
Residential (Up to 75 lots)	50	70	24	24
Cul-de-sac (radius)	<u>62</u>	<u>62</u>	<u>52</u>	<u>52</u>

Note: The Land Use Administrator may approve, based upon sound and generally acceptable engineering practices and principles, narrower rights-of-way, provided utilities and sidewalks can be accommodated.

5.02.03. Additional Right-of-Way

- A. Within the area of the setbacks required by this Land Development Code, additional right-of-way may be required to promote public safety and convenience or to ensure adequate access, circulation, and parking based upon a rational nexus and rough proportionality analysis.
- B. Whenever a street is programmed for improvement (in the adopted budget and the Capital Improvements Element of the Comprehensive Plan) and the need for the improvement is due to development being approved, as determined in a rational nexus and rough proportionality analysis, the owner of the proposed development must convey necessary right-of-way to the City .
- C. Where a proposed subdivision or site development abuts an existing street of inadequate right-of-way, and the need for additional right-of-way is rationally related to the development being approved, the owner of the development must convey additional right-of-way based upon a rational nexus and rough proportionality.
- D. All right-of-way dedications, except easements, shall be conveyed to the City by means of a warranty deed or dedication by plat, at the City's discretion. Easements shall be conveyed to the City in a form acceptable to the City.
- E. All right-of-way dedications are subject to acceptance by the City Council or the Land Use Administrator.
- F. The following requirements shall be adhered to regarding right-of-way for corner clip radius:
 - 1. On any corner parcel with access to at least one (1) adjacent road classified as a collector or above, additional right-of-way shall be dedicated to the City if needed to accommodate intersection radius improvements.
 - 2. Property lines at street intersections shall be rounded with a minimum radius of twenty-five (25) feet. A greater radius shall be required at an angle of intersection of less than seventy-five (75) degrees, as determined by the Land Use Administrator based upon sound and generally accepted engineering practices and principles.
- G. Right-of-way donations/dedications may be eligible for transportation impact fee credits if the donation or dedication is in accordance with City requirements.

5.02.04. Connectivity and Interconnectivity

- A. When nonresidential developments are proposed to front on public streets, the City shall require the use of joint driveways and/or cross-access easements in order to minimize the number and maximize the spacing of access connections unless determined not feasible by the Land Use Administrator due to a unique configuration of the properties or substantial environmental constraints. Whenever cross-access corridors or coordinated or joint parking designs are provided to accomplish access management, each applicant for development approval shall provide such easements or agreements as may be necessary to ensure that adjoining properties shall be appropriately connected in order to implement a unified system allowing general cross-access to and from the other properties in the affected area. Such easements or agreements shall be recorded in the Public Records of Flagler County by the developer at developer's expense and shall constitute a covenant running with the land. When a future cross-access is provided to an undeveloped adjoining property, a temporary curb shall be provided at the end of the pavement to ensure drivers do not use the cross-access until the adjoining property is developed. Nonresidential developments shall provide a second means of ingress when required by the Florida Fire Prevention Code or this Code.
- B. All new residential developments of more than fifty (50) dwelling units or which use as access a street that is 2,500 feet or more in length from another roadway shall provide a minimum of two (2) vehicular entrances from a public right-of-way, with at least one (1) of the vehicular entrances

- connecting to a public collector or arterial road, but both directly connecting to a public road. A deviation to the requirement that at least one (1) of the vehicular entrances connect to a public collector or arterial road may be granted by the Land Use Administrator if it is determined by a traffic study administered by a licensed engineer that the additional traffic will not exceed the capacity of surrounding local streets at build-out of the surrounding area, or if the entrance connects to a private roadway meeting City standards, which then connects to a public roadway.
- C. All developments shall provide for bicycle and pedestrian interconnectivity to promote the use of bicycles and walking and as a means to reduce traffic on collector and arterial roads.
 - D. All residential and nonresidential development that abuts an existing or proposed trail system shall provide pedestrian and bicycle links to the trail system unless it would not be safe.
 - E. All new roads, except those where bicyclists are unlawful, such as controlled access highways, shall be designed and constructed for the provision of bicycle access. Bicycle safe design practices shall be followed including, but not limited to, safe drainage grates, railroad crossings, smooth pavements, and signals responsive to bicycles. In addition, the desirability of adding facilities such as bicycle lanes, bicycle routes, shoulder improvements, and wide curb lanes shall be considered.
 - F. To the fullest extent practicable, all rural arterial and collector sections within one (1) mile of an urbanized area shall be considered for the construction of paved shoulders four (4) feet in width, and all urban arterial and collector sections shall be considered for either a curb lane fourteen (14) feet in width or an undesignated lane four (4) feet in width. Generally, such facilities shall not be marked to attract bicycle traffic.

5.02.05. Intersections

- A. Streets shall intersect at an angle of ninety (90) degrees, unless unique circumstances justify a lesser angle of intersection based upon sound and generally accepted engineering practices and principles.
- B. Spacing of street intersections shall be determined based upon Florida Department of Transportation Access Management Standards and Classifications.

5.02.06. Visibility at Intersections

- A. Sight triangles and sight distance requirements shall adhere to Section 11.03.01.L., including Table 11-3 – Sight Triangle Dimensions Along Driveways and Roadways.
- B. Within that portion of a lot or parcel that lies within the sight triangle, as defined in Chapter 14, nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially obstruct vision between a height of two (2) feet to seven (7) feet above the average grade at the centerline of the adjoining road.
- C. Low-growing shrubs, annuals, and other lower growing vegetation may be utilized within sight triangles or other areas to ensure visibility is not reduced.
- D. Trees may be permitted in the sight triangle, at the discretion of the Land Use Administrator, if the trees have a single-trunk and foliage is kept trimmed between two (2) feet and seven (7) feet in height.

Section 5.03. Access

5.03.01. Vehicular Access

- A. Access management, location, design, and construction of driveway connections to the City's road network shall follow criteria and standard practices as established by the City, based upon Florida Department of Transportation's Access Management Standards and Classifications rules.
- B. All development sites shall provide permanent access from a paved street to each lot or parcel within the development in accordance with City standards.

- C. Cutting or altering a curb on a public street is prohibited without a permit issued by the City in accordance with Chapter 9.
- D. In addition to City approval, approval from Florida Department of Transportation for state roads, or Flagler County for county roads, is also required for any access onto such roads.
- E. All driveways shall be designed and constructed to comply with all drainage standards as outlined in Chapter 9 and shall be constructed utilizing an approved paving material in accordance with City standards.

5.03.02. Pedestrian Access

- A. All development shall provide paved sidewalks, meeting the latest ADA (Americans with Disabilities Act) and City standards, whenever the development fronts on a collector or arterial street.
- B. All proposed development fronting a local street shall provide a five (5)-foot wide paved sidewalk(s) along the entire frontage with the local streets, except as outlined below, based on the following standards:
 - 1. Where sidewalks are present along frontage with a local street, a five (5)-foot wide paved sidewalk shall be provided connecting the existing sidewalk to the principal building(s). Where development has frontage on more than one local street, five (5)-foot wide paved sidewalks shall connect the principal building(s) to each local street.
 - 2. Where no sidewalks are present, a sidewalk shall be provided. The City shall determine the location and size of the sidewalk based on the characteristics of the right-of-way.
 - 3. If the construction of a sidewalk is not currently feasible or practical, the Land Use Administrator may allow the developer to make a payment into the Palm Coast Sidewalk Improvement Trust Fund in lieu of sidewalk construction.
- C. All new residential and nonresidential development adjacent to a proposed multi-use path, consistent with the Bicycle/Pedestrian Master Plan, shall provide an eight (8)-foot to ten (10)-foot wide trail pathway (hard or soft surface per City standards) within the right-of-way or in an easement to provide for the extension of the trail system based upon a rational nexus and rough proportionality analysis.
- D. Where development fronts on a collector or arterial road, a five (5)-foot paved sidewalk shall be provided to connect the public sidewalk to the principal building(s) with the sidewalk along the collector or arterial road. Where development fronts on more than one collector or arterial roadway, sidewalks shall connect the principal building(s) to each collector/arterial roadway. Five (5)-foot paved sidewalks shall also be provided to connect to adjacent properties.
- E. All new nonresidential and multifamily residential development shall provide safe and convenient pedestrian access and connectivity throughout the site.

5.03.03. Surfacing

Access to any project or development shall require a hard surface driveway apron meeting City engineering standards connecting the driveway to the pavement of a public street.

5.03.04. Single-family, Duplex, Two-Family and Townhouse Driveway and Garage Standards

- A. Parking spaces for single-family, duplex, two-family and townhouse units shall be provided as follows:
 - 1. Single-family homes with less than 1,200 square feet in living area shall have at least a one-car attached garage and a permanent surface for a second parking space. Single-family homes with at least 1,200 square feet in living area shall have at least a two-car attached garage unless an

exception is specifically permitted by another provision of this Code. Duplexes and two-family homes with less than _____ square feet in living area per unit shall have at least a one-car attached garage and a permanent surface for a second parking space per dwelling unit. Duplexes and two-family homes with _____ or greater square feet in living area per unit shall have at least a two-car attached garage per dwelling unit unless an exception is specifically permitted by another provision of this Code.

2. A townhouse less than _____ square feet in living area shall have at least a one-car garage. A two-car garage is required for a townhouse with _____ or greater square feet in living area.
 3. Off-street parking is prohibited adjacent to either side of the dwelling, except when such parking space provides access to a garage.
- B. Driveways for single-family, duplex, two-family and townhouse units shall be provided as follows:
1. Driveways shall be completely paved. However, on one-acre or larger lots, where the garage is located at least one hundred (100) feet from the right-of-way, the pavement area may be limited as follows: Only the twenty (20) feet closest to the garage, the driveway apron area within the right-of-way, and other portions of the driveway that are visible from the right-of-way and within one hundred (100) feet of the right-of-way, are required to be paved. The unpaved driveway area shall be of a stabilized material that will support emergency vehicles and meet City standards, such as graded and compacted asphalt milling or similar material. Pervious and permeable pavers and pavement which meet City standards are allowed and are acceptable Green Building materials.
 2. Garages must have a driveway extending for a minimum of twenty (20) feet in front of each garage door. The driveway shall be at least the width of the garage door(s), with a minimum width of ten (10) feet, to allow for safe access. For the twenty feet of the driveway that is closest to the garage, driveways for two-car garages shall have a minimum width of sixteen feet, and driveways for three-car or larger garages shall have a minimum width of twenty-four feet.
 3. Residential driveways entering the public right-of-way shall be a minimum of ten feet wide at the right-of-way line and sixteen (16) feet wide at the roadway edge. On corner lots, driveways shall not enter the right-of-way within twenty-five (25) feet of where the two rights-of-way lines would intersect if extended.
 4. Driveways shall either lead to a garage (standard driveway), or a circular driveway may be constructed. Except for corner lots, one approach of a circular driveway shall double as the standard driveway.
 5. A standard driveway may also have a flare where the driveway widens to provide for an additional lane for vehicle parking. Additionally, standard driveways may have a turnaround so residents may avoid backing out onto the street. Turnarounds shall be located solely on the homeowner's property, except for radii, and not within rights-of-way. In side yards, flares and turnarounds shall not encroach into side yard easements and shall not be located within five (5) feet of side property lines.
 6. Maximum driveway widths internal to the lot shall be eighteen (18) feet for circular driveways and turnarounds; and for standard driveways, including any flares, the internal widths shall be limited to thirty-six (36) feet for a two-car garage, forty-two (42) feet for a three-car garage, and forty-eight (48) feet for a four-car garage. For circular driveways that merge with standard driveways, only the standard driveway area may exceed the maximum width of eighteen (18) feet.
 7. When unique circumstances exist, an applicant may propose an alternative driveway layout. The Land Use Administrator will only grant this exception if: a) the lot area in front of the

home's building façade will have a minimum of 25% landscaped planting area and b) the new layout provides an attractive view from neighboring properties and adjacent right-of-ways.

8. Driveways, driveway aprons and culverts beneath driveways shall conform to City design and permitting standards.
9. Owners proposing to utilize pavers as pavement on the portion of the driveway in the City right-of-way shall execute a Right-of-Way Utilization Agreement prior to City final approval.

Section 5.04. Parking

5.04.01. Plan Requirement

Off-street parking, ~~or~~ loading space, and drive-through facility plans shall be submitted and approved during the site plan review process as outlined in Chapter 2.

5.04.02. Off-Street Vehicle Parking

Off-street parking and loading facilities shall be provided for any new use established, for any addition or enlargement of an existing use, or any change of occupancy or manner of operation that would result in additional parking. See Chapter 1 for nonconforming uses and the remodeling threshold. Additional parking may be required only for such addition, enlargement, or change, and not for the entire building or use, unless it is determined, based on the historical function of the use or similar such uses, there is a need for additional parking.

A. Off-Street Parking Spaces Required

1. Minimum Number Required. The required number of off-street motor vehicle spaces and any special requirements that may apply are provided in Table 5-3. When the number of off-street spaces required by this Code results in a fractional space, the number shall be rounded to the nearest whole number. Where parking is based on seating on benches or pews, each twenty-four (24) lineal inches of the bench/pew shall be considered one (1) seat.

Table 5 – 3: Parking Ratios

NOTE: Unless otherwise noted, all square footages (s.f.) are based on the gross floor area of the unit or building.

Group lodging, including nursing homes, rest	1 space per 2 beds or 0.75 space per unit
Type of use	Minimum Number of Spaces
Adult entertainment	1 space per 100 s.f.
Assembly places (houses of worship/religious institutions, funeral homes, movie theaters, auditoriums, arenas, stadiums, civic centers, and facilities with an auditorium, sanctuary, or gathering place, whether fixed seats or open area)	1 space per 4 seats
Banks and credit unions	1 space per 200 s.f.
Barber shops and beauty salons	1 space per 250 s.f.
Bowling alley	3 spaces per lane
Call centers and contact centers	1 space per 115 sq. ft.
Civic clubs and lodges (including civic membership organizations)	1 space per 3 seats plus 2 spaces per 100 s.f. of area devoted to public assembly without seats
Colleges, universities and business/technical schools	1 space per 3 on-site school population (students, faculty and staff but excluding online students)
Convenience store (with or without fueling stations)	1 space per 200 s.f. + 1 space per 2 seats for food patrons
Day care, child care, private schools (k-12)	2 spaces per employee on the largest shift. For private high schools, add 1 space per 2 students in 11 th and 12 th grade
Fitness center/health club/dance studio	1 space per 125 s.f.
Furniture/mattress store	1 per 700 s.f.
Gasoline service stations/vehicle service and repair facilities	1 space per 250 s.f. of area devoted to sales or customer lounges, plus sufficient area to accommodate vehicles at pumps without interfering with other parking, plus 3 spaces per service bay
Golf course	4 spaces per hole; plus 1 space per 250 s.f. of clubhouse
Golf driving range/putting greens	1 space per 2 driving tees/putting greens + parking for any structures
Golf, miniature	1.25 spaces per hole + parking for any structures
Grocery/supermarket ¹	1 space per 200 s.f.

Type of use	Minimum Number of Spaces
Group lodging, including nursing homes, rest homes, convalescent homes, assisted care facilities, and other similar facilities	1 space per 2 beds or 0.75 space per unit
Home Improvement/Building Materials and Garden Centers ¹	3.5 spaces per 1,000 s.f.
Hospitals and other medical facilities providing overnight accommodations	2 spaces per bed
Hotels, motels, and other similar lodging and accommodations establishments, without restaurants or lounges open to the public	1.15 spaces per sleeping room
Hotels, motels, apartment hotels, and other similar lodging and accommodations establishments, with restaurants or lounges open to the public	1.15 spaces per sleeping room, plus parking required at 50% of normal rates for any restaurant or drinking establishment
Independent living units (associated with a continuing care retirement community)	1.25 spaces per unit
Industrial, manufacturing and production uses	1 space per 750 s.f.
Marinas	1 space per 3 boat berths (wet slip or dry storage)
Medical or dental offices, medical or dental laboratory, and medical clinics, and veterinary clinics	1 space per 250 s.f.
Mini-warehouse or self-storage facilities including boat and recreational vehicle storage	2 spaces per 100 storage units and vehicle/boat storage spaces with a minimum of 4 spaces
Multi-family dwellings	1 space per efficiency unit 1.5 spaces per 1 bedroom 2 spaces per 2 bedrooms and over
Offices (general, professional, or government)	1 space per 250 s.f.
Plant nursery	1 space per 250 s.f. of building area + 1 space per 2,000 s.f. of display areas open to the public
Restaurants (with or without a drive-through), drinking establishments	1 space per 50 s.f. of areas open to the public + 1 space per 75 s.f. of outdoor eating/drinking areas
Shopping centers, discount superstores, and multi-tenant retail centers ¹	1 space per 250 s.f.
Retail including pharmacies and business services	1 space per 250 s.f.
Single-family dwelling, duplex, two-family and townhouse units	2 spaces per unit
Tennis, bocce ball, pickle ball, shuffleboard and racquetball facilities	1.5 spaces per court
Vehicle and boat sales/dealership	1 per 3,000 s.f. of open or enclosed sales area
Warehouse	1 space per 1,200 s.f.

¹ An additional parking space equivalent is required for every 50 parking spaces for shopping cart storage for shopping center or retail development exceeding 50,000 s.f.

2. **Uses Not Listed.** The required number of spaces for any use not specifically mentioned shall be the same as the use most similar to the proposed use, based on data provided by the Institute of Transportation Engineers in Parking Generation or similar studies.
3. **Multiple Uses.** Where a combination of uses is proposed for development exclusive of a multi-tenant retail center or shopping center, parking shall be provided for each of the uses as prescribed by Table 5-3, unless a shared parking agreement acceptable to the City is reached by the property owner(s) (see Subsection 5.04.08).
4. **Maximum Parking Permitted.** For all land uses, except for single-family and two-family residences, the maximum permitted number of parking spaces shall not exceed 1.2 times the minimum parking required by this section unless the Land Use Administrator finds that exceeding the maximum is justified based upon sound and generally accepted land use planning practices and principles as demonstrated within a Parking Flexibility Study.
5. **Screening.** Screening is required for off-street parking spaces in accordance with Section 11.03.04.A.
6. **Internal Parking Lot Landscaping.** For parking lot islands and their related landscaping requirements see Section 11.03.04.B.

B. Flexibility

1. The Land Use Administrator may authorize an adjustment in the total parking requirements where it is demonstrated that the application of the parking ratios is inappropriate for a proposed use due to the mix of existing or proposed uses on the property. A request for adjustment may require the submission of a site plan, traffic and parking study, and floor plan, which address the rationale for reducing or increasing parking requirements. Considerations and approval shall be contingent upon the continued operation of like or similar uses as identified under the approved plan. A change in the use category of parking shall require separate consideration. Pervious surface materials may be utilized when increasing parking requirements where feasible and may include pervious pavement, brick pavers, or other permanent pervious materials supported by green building principles. Stabilized grass parking with paved parking aisles may be considered where feasible for periodic overflow parking. Reducing parking requirements may require additional pervious areas and adequate stormwater capacity to accommodate potential future parking spaces per Code.
2. The Land Use Administrator may approve de minimis variations of parking lot or design standards if it is determined that a substantial public benefit would be attained. The variance may include reducing the required number of parking spaces, the use of alternative surface materials, or varying from design standards when specimen or historic trees can be saved, utility conflicts can be avoided, or where architectural aesthetics can be improved.
3. Up to thirty-three (33) percent of required parking for not-for-profit and non-profit groups and civic clubs that only use the parking periodically (one day or less per week except for occasional special events), may be provided as stabilized grass parking, with approval of the Land Use Administrator, where those spaces are served by paved parking aisles and are generally located further from the use being served than the paved spaces. Landscaped islands are required with stabilized grass parking (see Section 11.03.04.B.3.b). Stabilized grass parking spaces shall be appropriately graded and computed as impervious areas for water management purposes and stabilized grass parking spaces that are utilized more often than periodically as defined above shall be paved as determined by the Land Use Administrator.
4. All of the overflow parking (parking that exceeds the minimum number of required spaces) for not-for-profit and non-profit groups and civic clubs that only use the parking on an occasional

basis may be provided as stabilized grass parking and stabilized grass drive aisles, with approval of the Land Use Administrator, where those spaces are generally located further from the use being served than the required parking. Landscaped islands are required with stabilized grass parking spaces (see Section 11.03.04.B.3.b). Stabilized grass parking spaces and stabilized grass drive aisles shall be appropriately graded and computed as impervious areas for water management purposes.

C. Location

1. Each off-street parking space shall be located on the site it services, unless provided otherwise in this Code.
2. Nonresidential off-street parking spaces and access ways shall not be located closer than eight feet from any side property line unless both adjoining properties are part of a master plan, share an access way, or similar circumstances exist. A minimum queuing distance is required from the property line along a rights-of-way to the first parking space or parking aisle is: a) 20 feet along a local public roadway; b) 35 feet along a collector roadway; or c) 50 feet along an arterial roadway; unless the applicant demonstrates, based on a traffic study, that a reduced queuing distance will not pose a hazard or interfere with pedestrian and vehicle traffic operations. However, traffic from a proposed development shall not be allowed to stack onto a public right-of-way under typical peak hour operating conditions.
3. All required parking stalls shall have direct and unobstructed access from a parking aisle.

D. Off-Street Circulation

1. Internal circulation patterns, and the location and traffic direction of all access ways and parking aisles, shall be designed and maintained in accordance with accepted principles of traffic engineering and traffic safety, and clearly marked as required by the City.
2. Vehicular circulation shall be completely contained within the property and vehicles located within a portion of the development must have access to all other portions without using the adjacent street system.

E. Parking Facility Design

1. All parking facilities shall be graded and provided with permanent storm drainage facilities meeting the construction specifications set by the City. Surfacing, curbing, and drainage improvements shall be sufficient to preclude the free flow of water onto adjacent properties or public streets or alleys, and to provide adequate drainage.
2. Any off-street parking facility shall have access ways of sufficient width to allow for two-way traffic, or one-way access ways connected to parking aisles, parking areas, or maneuvering areas in such a manner as to permit traffic to simultaneously enter and leave the property. An access way that is only wide enough for one-way traffic shall have signage designating it for one-way operation.
3. Single-lane one-way access ways shall be a minimum of 14 feet wide. Two-way access ways shall be a minimum of 24 feet wide, exclusive of any median. Required access way widths may be increased by the City based on vehicle types and numbers of vehicles expected to use the facility, or if the Fire Prevention Code justifies such increase based upon traffic engineering and safety considerations.
4. Parking spaces and parking aisles shall be designed in accordance with Table 5-4.
5. Applicants are encouraged to reduce paved areas by reducing the perpendicular depth of standard parking spaces to 18 feet of pavement with two feet of overhang area, subject to the following conditions:

- a. Continuous curbing shall be used at the overhang.
- b. The overhang will not interfere with the healthy growth of adjacent landscaping material.
- c. Any abutting sidewalk is raised a minimum of six inches and is a minimum of seven feet wide. A sidewalk located at least two feet from the front of curb does not need to meet these standards.

Table 5 – 4: Parking Space and Parking Aisle Requirements

Parking Angle (degrees)	Standard Stall Width (feet)	Stall Depth Perpendicular to Aisle (feet)	Curb Length Parallel to Aisle (feet)	Parking Aisle Width One-Way Traffic (feet)	Parking Aisle Width Two-Way Traffic (feet)
0 (parallel)	10	10	23	12	24
45	9	21.2	12.7	14	24
60	9	22.3	10.4	18	24
90	9	20	9	24	24

Note: Parking spaces are measured from the center-line of painted stripe to edge of curb or center-line of painted stripe.

7. Parking stalls shall be delineated with a white pavement striping that is six inches wide.
8. For any nonresidential or multi-family use providing 50 or more spaces, a maximum of three for every 50 required spaces may be reduced in size and designed to accommodate parking for motorcycles. When provided, motorcycle parking shall be clearly identified by a sign, be at least 4.5 feet wide, surfaced with concrete, and have pavement striping. Motorcycle spaces may count towards required vehicular parking spaces.
9. All permanent off-street parking and loading and/or unloading areas, except as permitted under Sections 5.04.02.B.3 and 5.04.02.B.4, shall be surfaced with brick, pavers, asphalt, or concrete, and all materials shall meet City design standards.

F. Maintenance

1. All required parking facilities shall be properly maintained in perpetuity by the property owner or appropriate property owners association. Such facilities shall be used exclusively for the temporary parking of motor vehicles.
2. Parking facilities shall not be used for the sale, display, or storage of merchandise, for the storage or repair of vehicles or equipment, or activities other than providing public and employee parking, unless another activity was approved on the site plan.
3. All parking and loading facilities shall be properly maintained to ensure the desirability and usefulness of the facility, including maintenance of finished and stabilized surfaces, parking stripes and required signage. Parking stripes that are faded shall be repainted, and faded or missing required signage shall be replaced. Such facilities shall be maintained free of pot holes, refuse, debris, or other accumulated matter and shall at all times be available for the off-street parking or loading use consistent with applicable development approvals.
4. Landscaping materials located within sight triangles shall be properly trimmed and maintained.

5.04.03. Bicycle Parking

- A. All developments (except for single-family and duplex platted lots) requiring off-street parking shall provide parking for bicycles in accordance with the following standards:
 1. Multifamily development shall provide bicycle parking spaces to the equivalent of ten percent of the required vehicular parking spaces.

2. Nonresidential developments shall provide bicycle rack spaces as follows:

Table 5 – 5: Bicycle Rack Ratios for Nonresidential Developments

Required Number of Automobile Parking Spaces	Minimum Number of Required Bicycle Rack Spaces
1- 40	2
41- 60	3
61- 80	4
81-100	5
Over 100	5 plus 1 for each 20 automobile parking spaces over 100, provided that the maximum number of required bicycle spaces shall not exceed 20

B. Bicycle rack facilities shall meet the following standards:

1. Shall be designed to allow each bicycle to be secured against theft.
2. Shall be installed in a permanent manner to resist removal.
3. Shall be installed to resist damage by rust, corrosion, or vandalism.
4. Shall accommodate a range of bicycle shapes and sizes and allow easy locking without interfering with adjacent bicycles.
5. Shall not interfere with pedestrian or vehicular movement.
6. Shall be located within 200 feet of the building entrance(s) they are intended to serve.

5.04.04. Parking Lot Lighting

The lighting design for new and redevelopment sites shall meet the lighting requirements set forth in Chapter 9.

5.04.05. Americans with Disabilities Act Requirements for Access and Parking

Accessible parking shall comply with Florida Department of Transportation Design Standards and Chapter 17 of the Florida Americans with Disabilities Act Architectural Barrier Removal and Compliance Manual, 2005 Edition, as amended. The total number of parking spaces required in this chapter includes the minimum number of accessible parking spaces required.

5.04.06. Temporary Parking

The Land Use Administrator may require new nonresidential uses to provide a minimum of one and a maximum of two parking spaces for temporary pick-up and drop-off based on the size and use of the development. The temporary parking space(s) shall be located near the primary building entrance. Temporary parking shall count towards the total required parking spaces.

5.04.07. Off-Street Loading or Unloading Space Requirements

- A. At the time of construction of any of the categories of buildings listed in Table 5-6, or at the time of structural alteration for an increase in their size or capacity, off-street loading and/or unloading spaces with adequate means of ingress and egress from a public street or access way shall be provided without interfering with the public use of streets, off-street parking spaces, or taxi stands. Off-street parking spaces shall not be used to meet off-street loading requirements.
- B. The dimensions, design, and location of all off-street loading spaces shall meet the requirements as outlined in this Code.

- C. Loading spaces shall not block streets, alleys, driveways, or sidewalks. Loading spaces shall not impair the movement of vehicles or pedestrians on streets, alleys, or sidewalks. Loading areas shall not use a public right-of-way or adjacent property as part of a maneuvering area, or use a public right-of-way or adjacent property as part of a temporary or permanent parking area for loading or unloading.
- D. The minimum number of off-street loading and/or unloading spaces and the design shall meet the needs of the proposed use and reasonably expected future uses, and shall have the minimum dimensional requirements as displayed in the following tables:

Table 5 – 6: Loading or Unloading Space Requirements

USE CATEGORY	FLOOR AREA IN SQUARE FEET	NUMBER OF SPACES REQUIRED
Retail Sales and Service, Restaurants, or Similar Uses	5,000 - 20,000	1
	20,001 - 50,000	2
	Each additional 25,000 square feet or major fraction thereof	1
Offices, Hotels, Hospitals, Nursing Homes, Adult Congregate Living Facilities, Multi-Family Project or Similar Uses	30,000 - 100,000	1
	Each additional 100,000 square feet or major fraction thereof	1
Arenas, Auditoriums, Stadiums, Convention Centers, Exhibition Halls, Museums, or Similar Uses	10,000 - 50,000	1
	50,001 - 100,000	2
	Over 100,000	4
Any Industrial Use and any Wholesale, Retail, and Nonresidential Storage Facility (Not Required for a Self-Storage Facility)	5,000 - 25,000	1
	25,001 - 55,000	2
	55,001 - 85,000	3
	Each additional 30,000 square feet or major fractions thereof	1

- E. Every loading space shall demonstrate adequate turning radius and movement based upon the requirements of the delivery truck and meet the following minimum dimensions:

Table 5 – 7: Loading Space Dimensional Requirements

Length or Depth of Space	30 feet*
Width	12 feet
Height or Vertical Clearance	14 feet

* For tractor-trailer trucks, a 55-foot length is required. Retail and industrial buildings with 50,000 square feet of retail area or more shall have at least one loading space for tractor-trailer trucks, and buildings with 100,000 square feet of retail area or more shall have at least two loading spaces for tractor-trailer trucks, unless the applicant demonstrates a standard size loading space will suffice for one or both spaces based on the nature of the use(s).

- F. Loading spaces for tractor trailer trucks shall not be located within 100 feet of any residential use or zoning district boundary and these spaces shall be located to the rear of the principal structure and screened from view of the public right-of-way or access easement.
- G. Uses Not Listed. The required number of loading spaces for any use not specifically mentioned above shall be the same as the use most similar to the proposed use, or be guided by requirements for such use in other jurisdictions, or by data provided by the Institute of Transportation Engineers, or other similar studies.

- H. An adjustment in the loading requirements may be approved where it is demonstrated that the application of the loading ratios is inappropriate for a proposed use due to specific site or use conditions. The applicant must submit a site plan and operational analysis which address the rationale for reducing or increasing loading requirements. Approval shall be contingent upon the continued operation of like or similar uses as identified under the approved site plan. If there is a change in the use category of loading, a new application must be submitted.

5.04.08. Shared Parking and Joint Use of Facilities

- A. The Land Use Administrator may permit the required off-street parking spaces for a use to be shared as required parking spaces for another use upon finding that:
 - 1. The shared parking spaces are in close proximity and readily accessible to the uses served thereby;
 - 2. The uses served thereby have different peak periods or are excessive for one use; and
 - 3. The design of the parking area in terms of traffic circulation, vehicular and pedestrian access, stormwater management, landscaping, open space preservation, and public safety meets the requirements of this Code.
- B. A shared parking usage analysis shall be used for calculating parking requirements for multiple uses.
- C. Accessible spaces shall be based on the single use parking requirement. The shared parking methodology shall only reduce the general parking requirement.
- D. Upon a finding by the Land Use Administrator that shared parking is appropriate, the Land Use Administrator shall issue a development order or approve an agreement for shared parking, which shall be recorded in the public records, and shall be enforceable by the City.

5.04.09. Fleet Storage

A. General Requirements

In all zoning districts except industrial zoning districts or industrial type uses in the PSP Zoning District, the following requirements apply to the storage of five or more operable and inoperable motor vehicles which are owned (includes ownership under another corporate entity for which vehicles serve the business establishment located at the site) or leased by a business establishment located on the site on which the motor vehicles are located, excluding lawful and permitted businesses that inherently require the display of motor vehicles, trailers, heavy commercial vehicles, and construction equipment (i.e. automobile dealerships, tractor dealerships, etc.).

- 1. Areas specifically designated for fleet vehicles shall be screened from public view using a Tall Screen Planting described in Table 11-4 in this Code.
- 2. Fleet vehicle parking spaces and areas shall not be used to satisfy the required off-street parking for its land use as required in this Code.
- 3. It is prohibited and unlawful to park an inoperable motor vehicle for any part of a 24-hour period unless the motor vehicle is enclosed within a building or located within an opaque enclosure that is no less than six feet in height.
- 4. Fleet vehicles shall be used solely for the purpose of conducting activity associated with the business establishment (licensed by applicable federal, state, and local agencies) at the location where the motor vehicles are parked.
- 5. A business with fleet vehicles desiring to locate into an existing building in an appropriately zoned district shall establish a designated area for the fleet vehicles in compliance with this

section if such area is not already established. A site plan shall be submitted to the Land Use Administrator to determine compliance.

B. Exemptions

This section does not apply to commercial motor vehicles parked during active loading and unloading for any part of a 24-hour period within areas designated as loading spaces on an approved site plan or vehicles that are automobiles or sport utility vehicles.

5.04.10. Boat and Recreational Vehicle Commercial Storage Facilities

Where boats or recreational vehicles are commercially stored outside, they shall only be stored on pavement located behind buildings or preserved wooded areas so they are generally hidden from the public rights-of-way, unless specifically permitted by Code.

5.04.11. Drive-Through Facilities

5.04.11.01. Location

- A. A site that contains drive-through facilities shall be located on a collector or arterial road.
- B. Drive-through facilities for an automated teller machine (ATM) shall only be located on sites with a financial institution; or, if within a multi-tenant retail center or shopping center, where the applicant demonstrates that the facilities will not interfere with the safe movement of traffic.

5.04.11.2. Stacking Lanes and Spaces

- A. All facilities providing drive-through service shall provide stacking lanes in compliance with the standards of this section. A stacking space shall be a minimum of ten feet in width, and 20 feet in length measured starting ten feet behind the pickup window.
 - 1. Drive-through lanes must be clearly distinguished from parking aisles by acceptable pavement markings or pavement color.
 - 2. On-site stacking spaces must accommodate stacking demand under the typical A.M., mid-day, and P.M Peak-Hour conditions of adjacent roadways.
 - 3. A twelve feet wide paved bypass lane (11 feet if the stacking lane is increased to a width of 11 feet) shall be provided for drive-through facilities, unless the City determines it unnecessary due to unique site conditions.
- B. Restaurants with drive-through facilities shall provide a minimum of nine stacking spaces. The bypass lane for restaurants shall serve customers at least until they have traveled past the point where their orders have been taken.
- C. Banks, financial institutions, dry cleaners, and pharmacies shall provide a total minimum of four stacking spaces per lane; except for automated teller machines, which shall have three spaces per lane.
- D. An automated car wash, and a manned or unmanned gatehouse or entry control structure, shall provide a minimum of three stacking spaces per service lane.
- E. A six feet high solid decorative wall shall be provided along all property lines abutting lots or parcels zoned or used for residential purposes in order to block lights and noise from vehicles in the stacking lanes or drive-through facility.
- F. Stacking lanes shall not be located within a designated delivery area or loading zone.
- G. Within the OFC-1 District, drive-through facilities may have only a single lane with a single service window, unless the second lane is serviced by the same single window, or by an automated device (e.g., ATM).

- H. Uses Not Listed. The required number of stacking spaces for any use not specifically mentioned shall be the same as the use most similar to the proposed use, or be guided by requirements for such use in other jurisdictions, or data provided by the Institute of Transportation Engineers in Parking Generation, or other similar studies.
- I. The Land Use Administrator may determine an increase or reduction in the stacking requirements is required where it is demonstrated that the application of the stacking number is inappropriate for a proposed use due to the property configuration, the specific nature of the use, or traffic flow patterns.
 - 1. To request a modification, an applicant must submit a site plan and traffic study which address the rationale for reducing the stacking requirements.
 - 2. Approval shall be contingent upon the continued operation of like or similar uses as identified under the approved site plan.
 - 3. A change in the use category shall require a new application for modification.

SECTION 4. AMENDMENT TO SECTION 14.02. – “GLOSSARY” OF THE UNIFIED LAND DEVELOPMENT CODE. Section 14.02. - “Glossary” of the City of Palm Coast Unified Land Development Code is hereby amended to read as follows:

Section 14.02. Glossary

* * *

Aisle, drive: The traveled path through a parking facility between one or two rows of parked vehicles.

* * *

~~*Clear visibility triangle:* A triangle at the intersection of two public rights-of-way, defined by the intersection of the rights-of-way lines extended, and a line joining points on those lines 25 feet from said intersection.~~

* * *

Continuing care retirement community: An integrated residential development designed to let senior adults age in place by providing independent living units, and an assisted living facility where assistance on personal care is provided or a nursing home providing long-term skilled nursing.

* * *

Convenience store with fueling stations: A retail store selling convenience goods that may include prepared foods with seating for on-site consumption, and having pumps for the fueling of automobiles and pickups.

* * *

Discount superstore: A very large retail store greater than 100,000 square feet in size that is usually part of a chain, offering a wide variety of merchandise for sale at prices typically below the market price.

* * *

Driveway: A private roadway providing access for vehicles to a parking space, garage, dwelling, or other structure. A standard driveway is one leading to a garage for a single-family, two family, or town house residence.

* * *

Duplex: A detached building intended, designed and occupied as two dwelling units with a common wall or roof on a single lot.

* * *

Dwelling or dwelling unit: (2) Two-family: A detached building intended, designed and occupied as two dwelling units with a common wall or roof, and with each unit located on a separate lot under separate ownership.

* * *

Gasoline service station: A business having at least one bay for automotive services, pumps for the fueling of automobiles and pickups, and which may include limited retail sales of convenience goods.

* * *

Independent living unit: A senior adult detached or attached housing unit that is an element of a continuing care retirement community that provides optional services for residents to receive their choice of meals, personal services, medical services, housekeeping, transportation services, and organized social/recreational activities.

* * *

~~*Large-scale retailer:* A retail or wholesale user, who occupies no less than 75,000 square feet of gross floor area, typically requires high parking to building ratios, and has a regional sales market. Regional retail/wholesale sales can include, but are not limited to, membership warehouse clubs that emphasizes bulk sales, discount stores, and department stores.~~

* * *

Loading space, off-street: A space logically and conveniently located for pickups or deliveries or for loading or unloading, scaled to the size of the delivery vehicles expected to use it and accessible to such vehicles when required off-street parking spaces are occupied.

* * *

Multi-Tenant Retail Center shall mean retail uses in one or more buildings consisting of two or more individual, unaffiliated tenants. Multi-Tenant Retail Centers include shared access connections to external roads, shared internal circulation, parking and external signs and master stormwater management areas. Multi-Tenant Retail Centers do not include outparcels.

* * *

Non-vehicular access easement: An easement that limits or precludes legal access for any lot, tract, or parcel onto a street or adjacent property or between subdivision boundaries.

* * *

Off-street loading space: See Loading space, off-street.

* * *

Parking space: A surface area reserved for temporary storage of one motor vehicle and connected to a street by a driveway.

* * *

Restaurant, fast-food/fast-casual: An eating establishment where customers order and receive their food and/or beverages at a counter, select individual items prepared in front of the person, serve themselves buffet style, a drive-in window, or via drive-up service. Customers may or may not consume the food or beverages on-site.

Restaurant, sit-down: An eating establishment where food and/or beverages are served by waitresses or waiters to patrons seated at booths or tables. A sit-down restaurant may also provide accessory drive-through and walk-up services. If the business also sells alcoholic beverages, the sale of food products must represent at least 51 percent of the facility's total sales, or the business shall be considered a drinking establishment.

Retail fulfillment distribution center: A building where an e-commerce retailer can quickly deliver their merchandise to online shoppers for pickup, or where the merchandise is transferred to a retail operator or local delivery service for rapid delivery to shoppers' homes or businesses.

* * *

~~*Service station, motor vehicle:* Any building or land used for retail sale and dispensing of motor vehicle fuels or oils; may furnish supplies, equipment and minor services to motor vehicles, but only incidental to the sale and dispensing of motor vehicle fuels and oils.~~

* * *

Shopping center: An integrated group of primarily retail-oriented commercial establishments that is planned, developed, owned and managed as a unit.

* * *

Use, service: An establishment where the principal use is the provision of services for individuals, business, and government establishments, and other organizations; as opposed to the selling of goods or merchandise. This term includes automotive services, business services, major vehicle service, and personal services, but does not include retailing uses, restaurants, residential social service facilities, or any industrial uses.

(1) *Service, automotive:* Where the provision of services is focused on the repair and maintenance of automobiles and pickup trucks. Examples of automotive services include detailing, mechanical or interior repair, tune-ups, tire sales and service, and stand-alone car washes, and similar uses.

* * *

Vehicle: Any device or conveyance for transporting persons or property over the public streets, including, but not limited to, any automobile, motorcycle, motor truck, trailer, van, semi-trailer, tractor-trailer combination, commercial vehicle or trailer, recreational vehicle or trailer, golf cart, and boat or boat trailer but it shall not include tractors, construction equipment or machinery, or any other device used to perform a job except as stated above.

* * *

Vehicle fueling position: A location next to a pump island at a service station or convenience store where a single vehicle obtains fuel simultaneously while other vehicles are being fueled. Typically, one fuel dispenser will provide two vehicle fueling positions located on opposite sides of the pump island.

* * *

SECTION 5. APPLICABILITY. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 6. 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 7. 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 Unified Land Development 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 8. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 9. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

APPROVED on first reading this 18th day of September 2018.

ADOPTED on second reading after due public notice and hearing this 2nd day of October 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY

WILLIAM E. REISCHMANN, JR. ESQ.
CITY ATTORNEY

City of Palm Coast, Florida

Agenda Item

Agenda Date: 9/18/ 2018

Department	PLANNING	Amount
Item Key	4191	Account
Subject	ORDINANCE 2018-XX VOLUNTARY ANNEXATION OF 22.7 ACRE PARCEL NORTH OF STATE ROAD 100 AND 1,000 FEET WEST OF COLBERT LANE	
Background: <u>UPDATE TO THE SEPTEMBER 11, 2018 WORKSHOP</u> This item was heard by City Council at their September 11, 2018 Workshop. There were no changes suggested to this item. <u>ORIGINAL BACKGROUND FROM THE SEPTEMBER 11, 2018 WORKSHOP</u> BIA Development, LLC, has requested annexation of 22.7 +/- acres of vacant land generally located west of Colbert Lane and north of State Road 100. The annexation of the BIA Development, LLC, property is being accomplished in accordance with Florida Statutes, Chapter 171. The proposed annexation meets the criteria set forth in Subsection 171.043, Florida Statutes. Character of the area to be annexed: <ul style="list-style-type: none">• The property's eastern, western, and northern boundary is contiguous to the City's boundary.• The property is reasonably compact, is not part of another incorporated municipality and will be used for urban purposes.• The proposed annexation will not create an enclave.		
Recommended Action: Approve Ordinance 2018-XX relating to the voluntary annexation of BIA Development, LLC, property along State Road 100, west of Colbert Lane.		

ORDINANCE 2018-____
VOLUNTARY ANNEXATION
BIA DEVELOPMENT, LLC, PROPERTY

AN ORDINANCE OF THE CITY OF PALM COAST, FLORIDA, ANNEXING BY VOLUNTARY PETITION PROPERTY LOCATED CONTIGUOUS TO THE CITY OF PALM COAST IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; REDEFINING THE BOUNDARIES OF THE CITY OF PALM COAST TO INCLUDE A PORTION OF THE PROPERTY OWNED BY BIA DEVELOPMENT, LLC, LOCATED GENERALLY 1,000' WEST OF COLBERT LANE AND NORTH OF STATE ROAD 100; GENERALLY CONSISTING OF APPROXIMATELY 22.7 ACRES MORE OR LESS, AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR FINDINGS; REDEFINING THE CORPORATE LIMITS OF THE CITY OF PALM COAST, FLORIDA; PROVIDING FOR THE TAKING OF ADMINISTRATIVE ACTIONS; PROVIDING FOR SEVERABILITY, NON-CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, there has been filed with the City of Palm Coast, Florida, a petition containing the names of all of the property owners in the area described hereinafter requesting annexation to the corporate limits of the City of Palm Coast, Florida and requesting to be included therein; and

WHEREAS, the Property Appraiser of Flagler County, Florida, has certified that there is one property owner in the area to be annexed, and the City Council of the City of Palm Coast has determined that said property owners have signed a Petition for Annexation either directly or through their agents; and

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

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

WHEREAS, the City Council of the City of Palm Coast, Florida, has taken all actions in accordance with the requirements and procedures mandated by State law; and

WHEREAS, the map attached hereto as Exhibit “A” and the legal description included in this Ordinance shows, describes and depicts the property which is hereby annexed into the City of Palm Coast.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS - ANNEXATION OF PROPERTY. The recitals set forth above in the “whereas clauses” are hereby adopted as legislative findings of the City Council of the City of Palm Coast. The property as described and depicted in Exhibit “A” attached hereto, situated in Flagler County, Florida, be and the same is hereby annexed to and made a part of the City of Palm Coast, Florida, pursuant to the voluntary annexation provisions of Section 171.044, Florida Statutes.

SECTION 2. EFFECT OF ANNEXATION. Upon this Ordinance becoming effective, the property owners and any and all residents on the property described herein shall be entitled to all the rights and privileges and immunities as are from time-to-time granted to residents and property owners of the City of Palm Coast, Florida, as further provided in Chapter 171, Florida Statutes, and shall further be subject to the responsibilities of residence or ownership as may from time to time be determined by the governing authority of the City of Palm Coast, Florida, and the provisions of said Chapter 171, Florida Statutes.

SECTION 3. ADMINISTRATIVE ACTIONS. This Ordinance shall be filed with the Clerk of Circuit Court (Land Records/Recording), the chief administrative officer of Flagler County (the County Manager) and with the Florida Department of State within seven (7) days after the adoption of this Ordinance.

SECTION 4. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this 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 5. NON-CODIFICATION. The provisions of this Ordinance shall not be codified, but the annexed property shall be incorporated and included in all appropriate maps of the City Limits of the City of Palm Coast.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

APPROVED on first reading the 18 day of September 2018, at a public hearing.

ADOPTED on second reading after due public notice and hearing this 2nd day of October 2018.

CITY OF PALM COAST, FLORIDA

MILISSA HOLLAND, MAYOR

ATTEST:

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

William Reischmann Jr. Esq.
City Attorney

EXHIBIT A

Parcel: 10-12-31-0000-00010-0030

Legal: 22.74 AC POR NE CRNR SEC 10 THENCE SE 1280.24' TO POB SE 1309.63' TO N ROW SR 100 SW 523.94' NW 29.31' THENCE ALONG A CURVE NWLY 214.77' NW 1316.81' NE 738.00' TO POB A/D/A PARCEL 2 PER SURVEY PROVIDED OR 637 PF 899 OR 964 PG 1149.

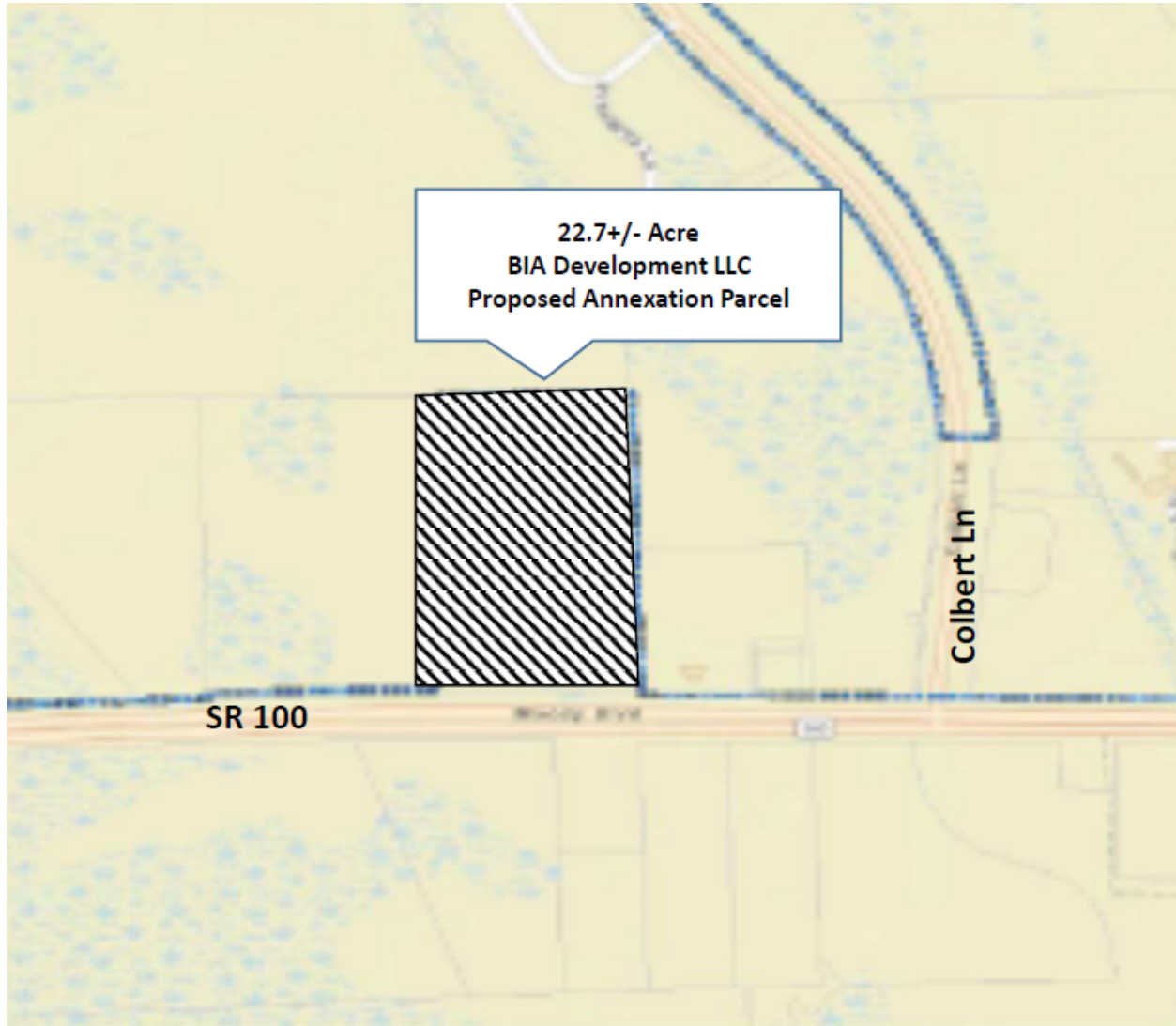


EXHIBIT "A":

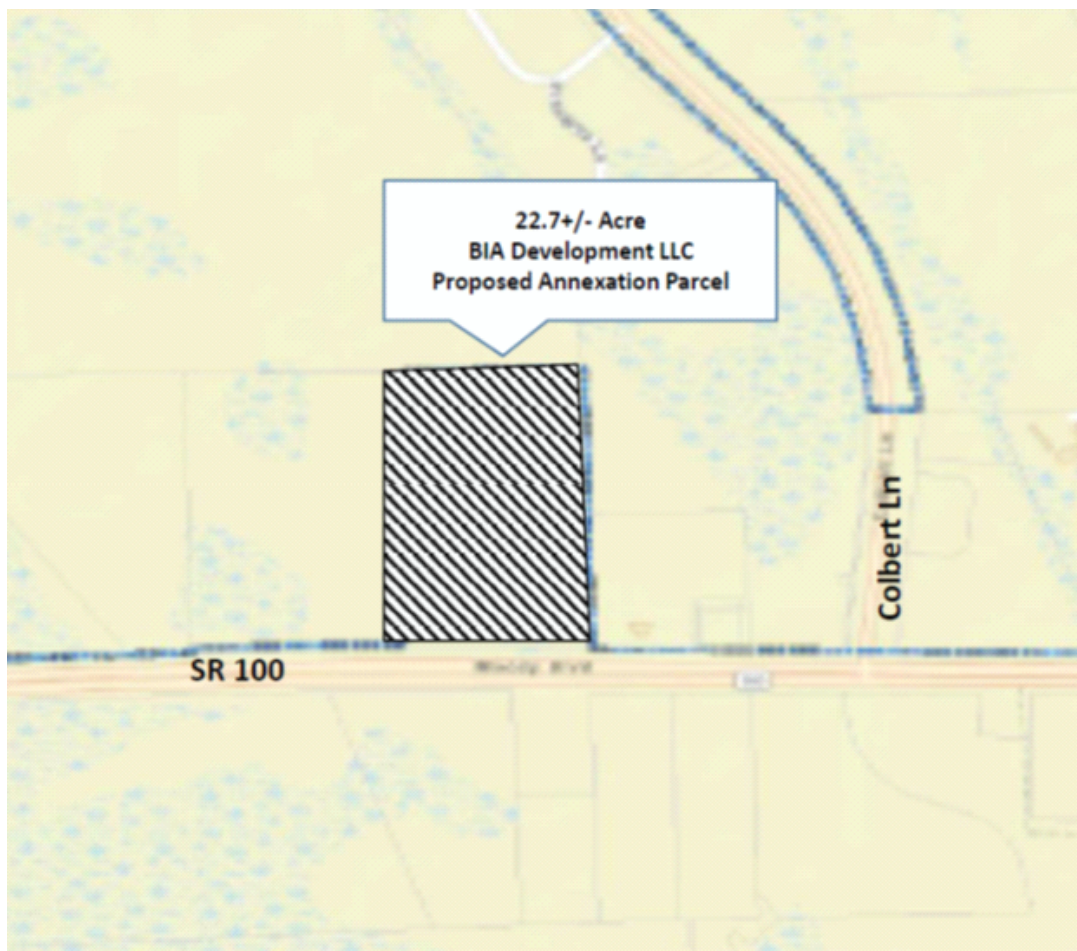
Parcel: 10-12-31-0000-00010-0030

A parcel of land lying North of State Road 100 (200' R/W) within Government Sections 10 and 39, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as Follows:

A POINT OF REFERENCE being the northeast corner of said Government Section 10, Township 12 South, Range 31 East, thence South $01^{\circ}23'05''$ East along the East Line of Section 10 a distance of 1280.24 feet to the POINT OF BEGINNING of this description, thence continue South $01^{\circ}23'05''$ East a distance of 1328.00 feet, thence North $89^{\circ}29'02''$ West a distance of 553.54 feet to a point of curvature, thence 1087.28 feet along the arc of a curve to the left (concave Southerly) having a central angle of $02^{\circ}42'13''$, a radius of 23042.76 feet, a chord Bearing of South $89^{\circ}09'51''$ West and a chord distance of 1087.18 feet to a point of tangency, thence North $01^{\circ}23'05''$ West a distance of 1328.00 feet, thence North $89^{\circ}37'15''$ East a distance of 1640.61 feet to the POINT OF BEGINNING.

LESS and EXCEPT

A Point of Reference being the Northeast corner of said Government Section 10, Township 12 South, Range 31 East, thence South $01^{\circ}23'05''$ East along the East line of Section 10 a distance of 1280.24 Feet, thence South $89^{\circ}37'11''$ West 738.00 feet to the Point of Beginning of this description, thence South $00^{\circ}04'45''$ East 1316.81 feet to a non-tangent curve, thence 872.51 feet along the arc to the left (Concaved south) having central angle of $02^{\circ}42'13''$, a Radius of 23,042.76 feet, a chord bearing of South $89^{\circ}09'51''$ West and a chord distance of 872.49 feet, thence North $01^{\circ}23'05''$ West a distance Of 1328.00 feet, thence North $89^{\circ}37'15''$ East a distance of 902.62 plus or minus to the Point of Beginning.



City of Palm Coast, Florida

Agenda Item

Agenda Date: 09/18/2018

Department	Construction Management and Engineering	Amount
Item Key		Account
Subject RESOLUTION 2018-XX APPROVING STORMWATER FEE ADJUSTMENTS		
<p>Background : <u>UPDATE TO THE SEPTEMBER 11, 2018 WORKSHOP</u> This item was heard by City Council at their September 11, 2018 Workshop. City Council requested staff propose option 3B from PRMG'S presentation for Council's consideration at their next business meeting. City Council also requested the increased estimate in the swale miles that the increase in the stormwater rate may cover.</p> <p><u>UPDATE FROM THE AUGUST 14, 2018 WORKSHOP</u> This item was heard by City Council at their August 14, 2018 Workshop. City Council will be presented with a new option that phases-in the accelerated plan that was previously presented to City Council. A summary table is included that comparison table of the current existing budget, the accelerated plan and the phased-in accelerated plan for various items of the stormwater budget. A draft resolution has been attached for Council's consideration.</p> <p><u>ORIGINAL BACKGROUND FROM THE AUGUST 14, 2018 WORKSHOP</u> The last Stormwater Fee adjustment was in 2013 and has remained fixed while the cost of operation, maintenance, and capital improvement projects has continued to increase. Much of the existing stormwater system is in excess of 40 to 50 years old. Recent major storm events and prolonged periods of rain have highlighted the need to address the City's aging stormwater infrastructure. At the current level of funding, efforts to maintain and replace existing infrastructure is not keeping pace with the rate of deterioration. In order to keep pace, and continue efforts to try and improve the City's stormwater system, City staff have identified the need for additional Stormwater Fund revenues.</p> <p>The FY18 budget included funding for retaining a consultant to assist with the review of the current stormwater utility fee. City staff worked closely with professional engineers within the Water Resources and Stormwater Management Department at DRMP to analyze our current system and assist with updating our 5 and 10 year Stormwater Capital Improvement Plan. City staff, and DRMP, will present 3 Capital Improvement Plans:</p> <ul style="list-style-type: none"> • The first plan to be presented will be based on current revenue projections and will show that if revenue is not increased for this fund there will be a need to make reductions in stormwater maintenance levels of service, the number of capital projects such as weirs, large diameter pipe crossings, and stormwater storage capacity improvements. • The second plan presented will be an enhanced plan approach that will increase the City's ability to replace aging infrastructure, improve the level of service, and add capacity, but will require additional revenue. • The third plan will be an accelerated version of the enhanced plan that will expedite rehabilitation and improvement projects, add more system capacity, and allow system improvements that will help reduce long-term maintenance, but will also require 		

additional revenue.

After developing funding needs for the three options, the City worked with a rate consultant (PRMG) to determine necessary stormwater fee rate adjustments and to review funding alternatives.

City staff and consultants (DRMP & PRMG) will present their initial findings in draft form at this workshop. The final report will be presented to council in a few weeks.

Recommended Action :

Adopt Resolution 2018-XX approving stormwater fee rate adjustments.

RESOLUTION 2018-____
AMENDING STORMWATER UTILITY FEE/CHARGES

**A RESOLUTION OF THE CITY OF PALM COAST,
FLAGLER COUNTY, FLORIDA, AMENDING
RESOLUTION 2011-18, SECTION 2(B) STORMWATER
UTILITY CHARGES/FEES; PROVIDING FOR
CONFLICTS; PROVIDING FOR SEVERABILITY,
PROVIDING FOR IMPLEMENTING ACTIONS, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Palm Coast is authorized pursuant to Section 403.0893, Florida Statutes, and the Florida Home Rule Powers Act, to create one or more stormwater utilities and adopt stormwater utility fees sufficient to plan, construct, operate, and maintain stormwater management systems; and

WHEREAS, the City of Palm Coast is dedicated to maintaining a master stormwater system for the benefit of real property within the municipal boundaries of the City of Palm Coast in order to provide proper drainage infrastructure to mitigate against flooding; provide recharge to the aquifer; provide storage for stormwater runoff so that it does not adversely impact downstream receiving water bodies; and provide other stormwater retention benefits; and

WHEREAS, the City of Palm Coast stormwater utility is an enterprise fund which is established to ensure stable funding for operation, maintenance, and capital projects that are necessary for addressing flooding issues and meeting the required level of service adopted by law; and

WHEREAS, the City Council hereby acknowledges, and relies, on the Florida Supreme Court's decision in *City of Gainesville v. State of Florida*, 863 So.2d 138 (Fla. 2003), and the other cases affirmatively stated therein, upholding the propriety of a municipality's power to impose a stormwater user fee; and

WHEREAS, the City retained the consulting services of Public Resource Management Group (PRMG) to technically evaluate, analyze, and establish the City's methodology used in imposing stormwater charges based on the beneficiaries relative contribution to the need for the City's stormwater utility; and

WHEREAS, the City Council of the City of Palm Coast, Florida, has the authority to establish Stormwater Utility Charges/Fees as set forth in Ordinance Number 2011-1; and

WHEREAS, pursuant to the provisions of Ordinance Number 2011-1 the charges/fees rate are to be set by resolution; and

WHEREAS, on March 1, 2011 City Council approved Resolution 2011-18 setting the fees for Stormwater Utility Fees/Charges effective on April 1, 2011; and

WHEREAS, on December 18, 2012 City Council approved Resolution 2012-101 amending Section 2(B) of Resolution 2011-18 and setting the fees for Stormwater Utility Fees/Charges effective on January 1, 2013; and

WHEREAS, on May 21, 2013 City Council approved Resolution 2013-49 amending Section 2(C) of Resolution 2011-18 to establish a service level credit reduction for certain vacant lands ; and

WHEREAS, the City Council finds and determines that an increase from \$ 11.65 per ERU to the rates set forth in Exhibit A of this Resolution for Stormwater Utility Charges/Fees is rational, reasonable, and equitable.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Coast, Florida,

SECTION 1. AMENDING RESOLUTION 2012-101- TO REPLACE SECTION 2(B) STORMWATER UTILITY FEES/CHARGES AS FOLLOWS, deletions are shown in strikethrough and additions are shown in underline:

~~-(B) The fee per ERU, as defined in Ordinance 2011-1, Section 24-132(e) shall be set at \$11.65 per ERU.~~

(B) The fee per ERU, as defined in Ordinance 2011-1, Section 24 132(e) shall be set at \$15.55 and shall increase as set forth in Exhibit “A” of this Resolution.

SECTION 2. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 3. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful or unconstitutional.

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 October 1, 2018.

PASSED and ADOPTED at the public meeting of the City Council of the City of Palm Coast held on the 18th day of September 2018.

CITY OF PALM COAST, FLORIDA

Milissa Holland, Mayor

ATTEST:

Virginia A. Smith, City Clerk

Approved as to form and legality

William E. Reischmann, Jr., Esq.

Exhibit A-Amended Stormwater Utility Fees/Charges

EXHIBIT "A"
STORMWATER RATES, FEES AND CHARGES

Effective October 1, 2018	\$15.55/ERU
Effective October 1, 2019	\$17.23/ERU
Effective October 1, 2020	\$18.91/ERU
Effective October 1, 2021	\$20.59/ERU
Effective October 1, 2022	\$22.27/ERU
Effective October 1, 2023	\$23.95/ERU
THEREAFTER	

Annual increase on October 1 of each year, commencing on October 1, 2024 and thereafter, by the Consumer Price Index for All Urban Consumers as of June 30 of each year as published by the United States Department of Labor, Bureau of Labor Statistics or a minimum 2%; whichever is greater.

CITY OF PALM COAST, FLORIDA



STORMWATER RATE STUDY

September 2018



Public Resources Management Group, Inc.
Utility, Rate, Financial, and Management Consultants



Public Resources Management Group, Inc.

Utility, Rate, Financial, and Management Consultants

September 12, 2018

The Honorable Mayor and
Members of the City Council
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

Subject: **Stormwater Rate Study**

Ladies and Gentlemen:

Public Resources Management Group, Inc. (“PRMG”) has completed its study of the stormwater utility rates for the City of Palm Coast, Florida (the “City”), and has summarized the results of our analyses and assumptions, which is submitted for your consideration. This report summarizes the proposed rates and financial plan for the Fiscal Year 2019 through Fiscal Year 2024 period (the “Study Period”).

To develop the proposed financial plan and rates for the City’s stormwater utility system (the “System”), we have relied upon certain information and data provided by the City including the City’s Comprehensive Annual Financial Reports; recent stormwater billing statistics; the proposed Fiscal Year 2019 operating budget; and the projected capital improvements expenditure plan. To the extent our analyses use certain data and information provided by the City in the preparation of this report, we have relied upon such information to be accurate and, consequently, we make no representations regarding its accuracy.

The proposed stormwater utility rates presented herein are intended to meet a number of goals and objectives. The most important objective of the study was to develop proposed rates that meet the expenditure requirements of the System in order to fund the anticipated operating and capital needs necessary to maintain and improve stormwater management within the City.

The other goals and objectives considered in the study include:

- Proposed rates should comply with the City’s financial policies; and
- Proposed rates should promote financial sustainability of the Stormwater System.

This report summarizes the results of our analyses and outlines our recommendations and conclusions.

Honorable Mayor and
Members of the City Council
City of Palm Coast, Florida
September 12, 2018
Page 2

As will be discussed in more detail in this report, the City Council considered three (3) capital plan options during a series of workshop presentations that were developed by City staff and the City's consulting engineers to address existing System deficiencies. The option recommended for implementation provides enhanced and accelerated funding of the Major Capital and R&R Improvements that totals \$56.6 million over the Study Period. The proposed rate option is estimated to provide total revenues of approximately \$74.7 million for the Study Period to fund the operating, debt service and Major Capital and Renewal and Replacement (R&R) Improvements identified for the plan. A copy of the workshop presentation presented on September 11, 2018 is included as Appendix A of this report.

Based on the Fiscal Year 2019 Operating Budget, the proposed Major Capital and R&R Improvements and the assumptions and consideration used in preparing the System projected revenue requirements, the following table summarizes the proposed rates per equivalent residential unit (ERU):

Existing and Proposed Rates per ERU						
Existing Rate	FY19	FY20	FY21	FY22	FY23	FY24
\$11.65	\$15.55	\$17.23	\$18.91	\$20.59	\$22.27	\$23.95
Increase per Monthly ERU	\$3.90	\$1.68	\$1.68	\$1.68	\$1.68	\$1.68

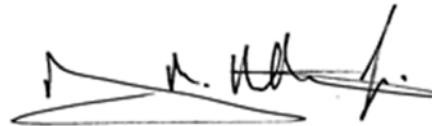
We appreciate the opportunity to be of service to the City and would like to thank you and your staff for the valuable assistance and cooperation that we received during the course of this study.

Respectfully submitted,

Public Resources Management Group, Inc.



Henry Thomas
Senior Vice President



Murray M. Hamilton, Jr.
Associate

HLT/mmh
Attachments

CITY OF PALM COAST, FLORIDA

STORMWATER RATE STUDY

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CITY OF PALM COAST, FLORIDA
STORMWATER RATE STUDY
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A	Workshop Presentation – September 11, 2018

CITY OF PALM COAST, FLORIDA
STORMWATER SYSTEM RATE STUDY

INTRODUCTION

The City's stormwater utility system (the "System") is established as a utility enterprise fund whereby monthly rates for service are intended to fund the operation, maintenance, construction, and administration of the System. The purpose of the System is to regulate, maintain, and manage stormwater run-off within the City.

The System was established to: 1) reduce undesirable stormwater impacts through stormwater runoff reduction and pollution prevention strategies; 2) maintain the integrity of the City's stormwater infrastructure; 3) minimize flooding; 4) plan for and implement future stormwater system improvements; and 5) ensure compliance with Federal, State and local stormwater management rules and regulations. These regulatory requirements include federally mandated National Pollution Discharge Elimination System ("NPDES") permit requirements. The City's NPDES permit regulates what can be discharged into fresh water areas and delegates compliance enforcement to the City and requires that the City control and reduce pollutants entering the Stormwater System from residential and commercial properties.

The City's Stormwater System consists of approximately 1,222 miles of swales, 58 miles of freshwater canals, 31 control structures, 154 miles of ditches, 26 miles of saltwater canals, and 13 freshwater lakes that comprise 111 acres. The City last increased the stormwater rates effective January 1, 2013.

Since the implementation of the existing rates, the City has made significant investments in Major Capital and R&R Improvements including:

- Replaced 43 Street Valley Gutters – Out of a total of 104
- Replaced 266 of Pipe Crossings – Out of a total of 2,525
- Replaced 12 Canal Control Structures (weirs) – Out of a total of 31
- Maintained 114 miles of Swales – Out of a total of 1,222 miles
- Pipe Lining, Emergency Pipe Replacement, and Control Structure Monitoring
- Provided weed control for all canals, but only minimal debris removal (no dredging program currently funded by the City)

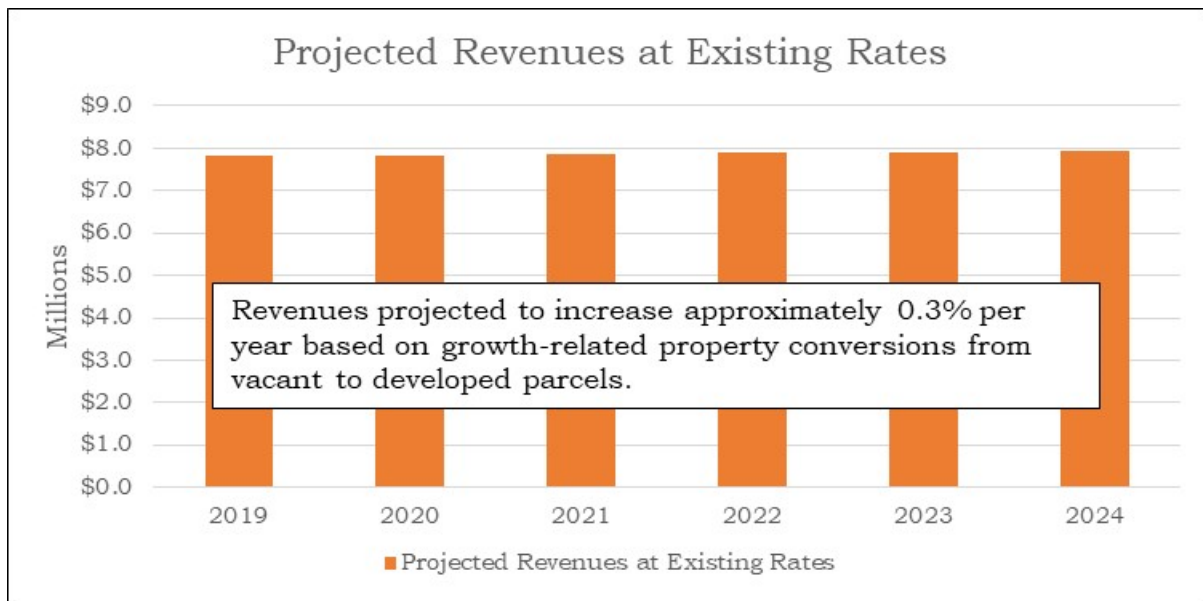
Although the City has made significant investments in the last five years without a rate increase, City staff and the City's consulting engineers have identified significant stormwater deficiencies that still need to be addressed. These deficiencies were evident during recent storm events and prolonged periods of rain that highlighted the need to address the City's aging infrastructure, which averages more than 40 years old. City staff has identified specific infrastructure and maintenance needs and developed a plan of action for accelerating Capital Improvement and R&R efforts by utilizing new LiDAR information to help evaluate the existing System and identify problem areas and opportunities to increase storage capacity. City staff have worked closely with its engineering consultants to analyze and update the City's 5 and 10 year CIP.

The goal of this rate study is to identify stormwater rates that are sufficient to recover the costs of operating the System and financing the CIP. The recommended rate adjustments outlined in this report are intended to fund the proposed Major Capital and R&R Improvements along with the projected costs of operating and maintaining the System through Fiscal Year 2024. These costs are referred to herein as the System revenue requirements. PRMG developed a financial forecast of the revenue requirements in conjunction with the City staff. The financial forecast was comprised of the following tasks: i) a forecast of customer ERUs and revenues; ii) a projection of utility operating expenses; iii) a projection of capital expenditure requirements including Major Capital and R&R Improvements; iv) a projection of existing and future debt service payments; and, v) a review of the System's overall revenue sufficiency and projected financial position.

SYSTEM REVENUE FORECAST

Projected revenues from existing rates for the Study Period were developed based on a review of the City's current ERUs billed and revenues collected. Projected revenues for Fiscal Year 2019 are estimated at \$7.8 million for the year, which includes approximately \$7.3 million in rate revenues and \$520,000 from ad valorem taxes. Based on discussions with City staff, revenues are projected to increase by approximately 0.3% per year based on estimated new property development within the System. The System's service area is limited to the City-limits and thus does not benefit from new property development outside the City limits. In addition, since property owners of vacant parcels are charged a stormwater fee today, once the parcel is developed, the System's revenues are increased only by the additional ERU value associated with the developed property, which on average is 0.3% per year System-wide. Table 1 at the end of this report provides a detailed calculation of the projected revenues under existing rates, which are summarized below:

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As shown above and on Table 1 at the end of this report, the System’s annual stormwater revenues are projected to increase from \$7,807,437 per year for Fiscal Year 2019 to \$7,924,268 for Fiscal Year 2024 based on the existing stormwater rates.

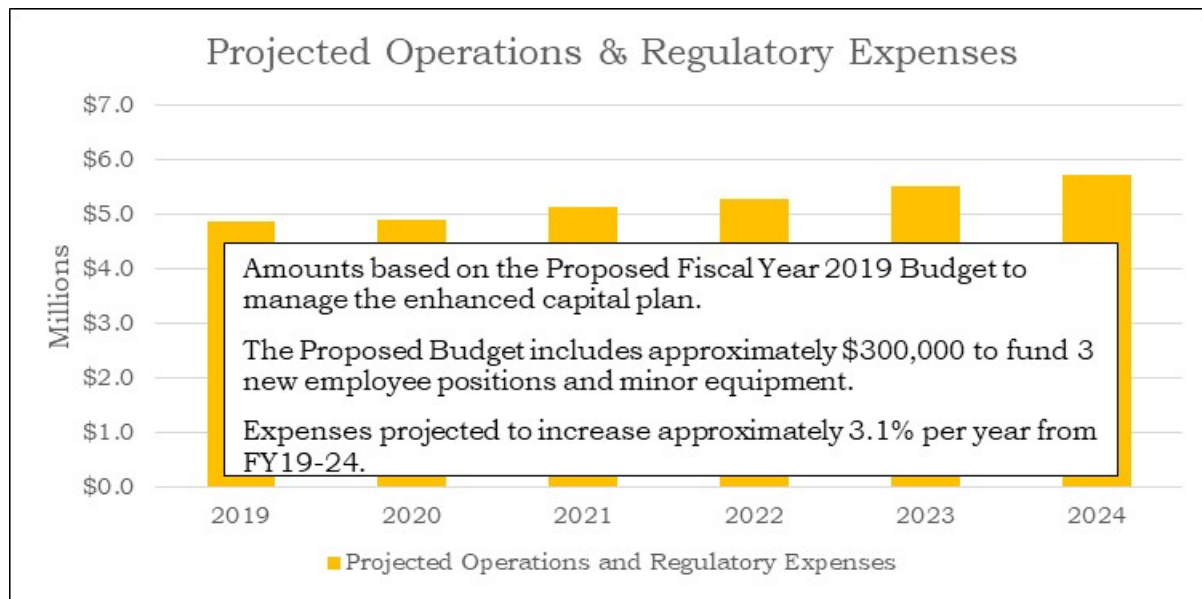
PROJECTED OPERATING EXPENSES

The proposed Fiscal Year 2019 Operating Budget ("Budget") served as the basis for the forecast of System operating expenses as shown on Table 2 at the end of this report. The proposed budget includes approximately \$300,000 to fund three new employee positions and equipment. Beyond Fiscal Year 2019, operating expenses are projected to increase from an estimated \$4,876,911 in Fiscal Year 2019 to \$5,730,391 by Fiscal Year 2024 as shown on Table 2. This amount represents an average increase in System expenses of approximately 3.1% annually. The major escalation factors utilized to develop the projections are shown on Table 3 and include:

1. Labor and Benefits – 5.0% per Year;
2. Permitting and Repairs & Maintenance – 3.0% per Year; and
3. General Inflation – Approximately 2.4% per Year based on estimates prepared by the Congressional Budget Office.

The following chart summarizes the projection of operating expenses over the Study Period as shown on Table 2 at the end of this report:

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CAPITAL IMPROVEMENTS

The City Council considered three (3) capital plan options during a series of workshop presentations, which were developed by City staff and the City's consulting engineers to address existing System deficiencies. All options presented to the City Council were based on an enhanced CIP to address Major Capital and R&R Improvements necessary to address the service level needs of the System. The enhanced projects identified by City staff and its consulting engineers are as follows:

- Major Capital to be added:
 - Freshwater Canals – dredging, storage and detention (30-yr. program starting in FY20 at 1.8 miles per year)
 - Extending / Lining Pipes – remove fabriform and replace with concrete headwall located on Belle Terre at Buddy Taylor Middle School
 - Preliminary Design / Permitting for Canal Dredging & Capacity (complete initial design and begin construction by FY20)
 - Purchase Additional Equipment for Ditch Rehabilitation Program
- R&R Improvements to be enhanced:
 - Replace Pipes through Seawalls – 8/yr. when compared to 4/yr. current funding level (program complete FY46)
 - Clean, Inspect and Line 2 Major Pipe Crossings
 - Perform 45 Additional Pipe & Valley Gutter Replacements per year
 - Accelerate Small Diameter Pipe Lining Program
 - Replace Concrete Lined Ditch – F Section
 - Increase Level of Effort for Swale and Ditch Maintenance – Establish Ditch Spray Program

Based on the above Major Capital and R&R Improvements, Option #1 as presented to the City Council included funding of \$40.9 million in capital needs over the Study Period. In addition, City staff and its consulting engineers developed an accelerated capital plan under Option #2, which increased funding by \$23.9 million for the Study Period. The accelerated capital plan included the following additional capital projects during the Study Period:

- Major Capital additions:
 - Four Additional Wier Replacements
 - Design of 84" Pipes at Big Mulberry Creek & OKR with Box Culverts
 - Five Additional Major Pipe Replacements
 - Five Additional Pipe Linings
 - Additional Stormwater Storage / Detention within Canal System
 - Freshwater Canal Dredging – 5.4 miles per year
- R&R Improvement accelerations:
 - Pipes through Seawalls – Complete Program by 9/30/2024
 - Saltwater Canal Endwalls – Complete Program by 9/30/2024
 - Provides Contingency Funding for Future Emergency Pipe Replacements / Repairs

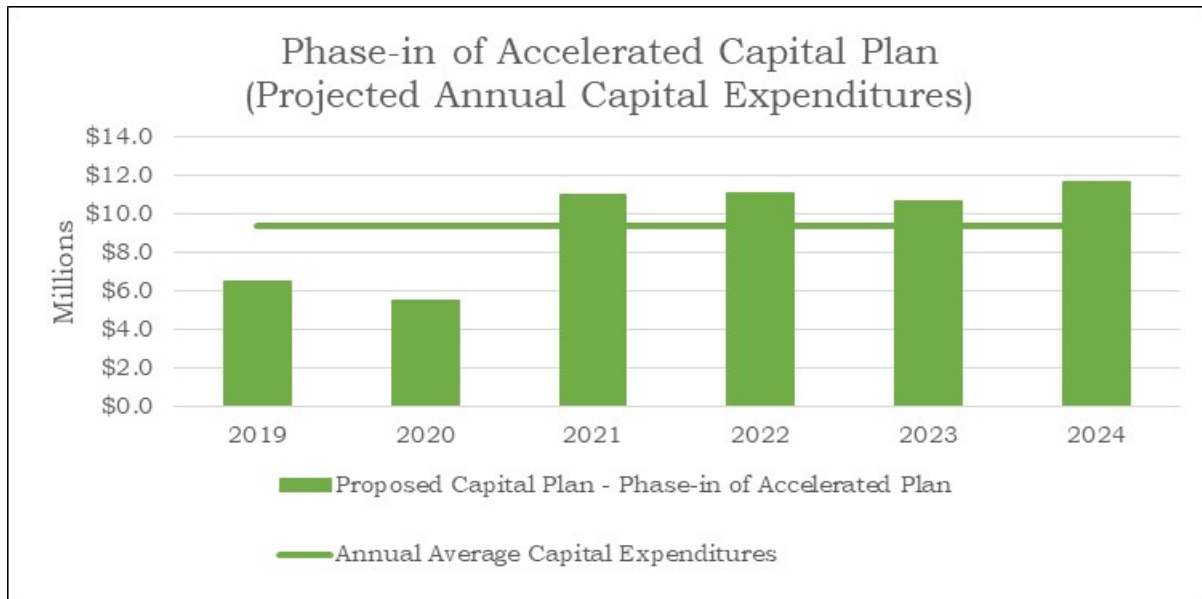
The City Council was provided a presentation on Options #1 and #2 on August 14, 2018 to discuss the enhanced and accelerated Major Capital and R&R Improvements for the Study Period. During the course of the presentation, the City Council requested a third option that accelerates the enhanced Major Capital and R&R Improvements, but which phases-in the increase in project funding over several years. The total amount of capital projects funded during the Study Period for each option reviewed are as follows:

- Option #1 - \$40.9 million
- Option #2 (Accelerated Plan) - \$64.8 million
- Option #3 (Phase-in of Accelerated Plan) - \$56.6 million

Appendix A at the end of this report provides a comparison of the projected rate study results under each capital plan option. As discussed later in this report, Option #3 is recommended for implementation by the City since this option will provide accelerated funding of the Major Capital and R&R Improvements and results in the lowest stormwater rates over the next three (3) years when compared to any other option based on phasing-in the increased level of capital expenditures. A copy of the workshop presentation presented on September 11, 2018 is included as Appendix A of this report.

As shown on Table 4 at the end of this report, the City plans to fund approximately \$56.6 million in Major Capital and R&R Funding over the Study Period, which is summarized below:

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EXISTING AND PROPOSED DEBT SERVICE

The System currently has three (3) outstanding debt obligations with annual payments of approximately \$1.4 million per year. The existing debts include a Senior Lien note with PNC Bank and two (2) Junior Lien State Revolving Fund (SRF) Loans with the Florida Department of Environmental Protection (FDEP). As shown on Table 5 at the end of this report, the existing debt service payments are reduced in the final year of the Study Period, and will be fully retired by Fiscal Year 2031.

Based on the decline in existing debt service payments during the Study Period, we recommend that the City use the available debt capacity to help phase-in stormwater rates necessary to fund the accelerated Major Capital and R&R Improvements. As shown on Tables 4 and 5, this study assumes that the City finances approximately 46% of the total capital plan or \$26.1 million. The proposed capital financing plan provides a balanced approach by using both debt and pay-go funding for Major Capital and R&R Improvements which will provide benefits over the useful life of the assets. For the purposes of this study, and based on discussions with the City's financial advisor, we used the following future loan assumptions and estimates:

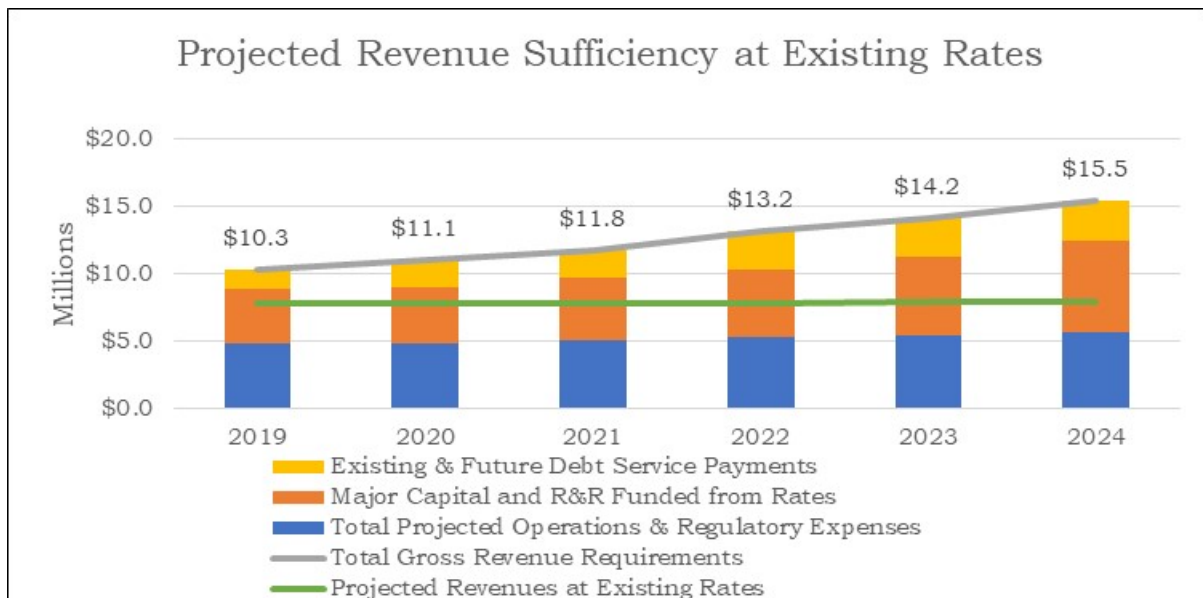
- Series 2019 Senior Lien Loan
 - Project Costs - \$7.2 million
 - Issuance Costs – 3%
 - Interest Rate – 4.0% for 20-years
 - Includes Capitalized Interest Over 12-months
 - Projected Annual Payment - \$645,000
 - First Payment Assumed FY20

- Series 2021 Senior Lien Loan
 - Project Costs - \$9.1 million
 - Issuance Costs – 3%
 - Interest Rate – 4.5% for 20-years
 - Includes Capitalized Interest Over 12-months
 - Projected Annual Payment - \$850,000
 - First Payment Assumed FY22

- Series 2023 Senior Lien Loan
 - Project Costs - \$9.8 million
 - Issuance Costs – 3%
 - Interest Rate – 5.0% for 20-years
 - Includes Capitalized Interest Over 12-months
 - Projected Annual Payment - \$975,000
 - First Payment Assumed FY24

PROJECTED REVENUE SUFFICIENCY

As shown on Table 6 at the end of this report, System revenues based on existing rates will not be adequate to fund the projected revenue requirements during the Study Period. The projected rate deficiencies are primarily attributed to the enhanced and accelerated Major Capital and R&R Improvements of the System as shown below.



(Remainder of page intentionally left blank)

Based on the Fiscal Year 2019 Operating Budget, the proposed Major Capital and R&R Improvements and the assumptions and consideration used in preparing the System projected revenue requirements, the following table summarizes the proposed rates per equivalent residential unit (ERU):

Existing and Proposed Rates per ERU						
<u>Existing Rate</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>
\$11.65	\$15.55	\$17.23	\$18.91	\$20.59	\$22.27	\$23.95
Increase per Monthly ERU	\$3.90	\$1.68	\$1.68	\$1.68	\$1.68	\$1.68

Based on the System's projected financial requirements summarized herein, PRMG recommends the implementation of annual rate adjustments to be phased in on an annual basis over the next several years. The proposed rate adjustments are projected to recover the expenditures anticipated for the System while phasing-in the annual rate impact to its customers.

STORMWATER RESERVES

As shown on Table 7 at the end of this report, the projected ending cash reserve balance in the Operating Fund is projected to meet the City's minimum target balance of 60 days of operating expenses. This cash balance target is based on the City's internal cash reserve policy and allows the System flexibility with respect to unforeseen contingencies.

CONCLUSION AND RECOMMENDATIONS

Based on our assumptions, considerations, and analyses as summarized herein, we are of the opinion that:

1. The City's existing rates for stormwater service will not be sufficient to recover the projected System revenue requirements over the Study Period, which include funding for \$56.6 million in enhanced and accelerated Major Capital and R&R Improvements.
2. The City should consider adopting the proposed stormwater rates over the Study Period, with the initial rate becoming effective on or after October 1, 2018.
3. Beginning in Fiscal Year 2025, the City Council should consider implementing an annual rate index similar to the index used for the water and wastewater system.
4. Due to the substantial amount of capital projects that the City anticipates funding during the Study Period, the City should consider reviewing its rate plan regularly to ensure that any significant changes in project costs be reflected in the rate plan.

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CITY OF PALM COAST, FLORIDA
STORMWATER RATE STUDY
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<u>Appendix No.</u>	<u>Description</u>
A	Workshop Presentation – September 11, 2018

Table 1
City of Palm Coast, Florida
Stormwater Rate Study

Projected Operating & Non-operating Revenues

Line No.	Description	Budgeted Revenues			Escalation Reference [3]	Projected Fiscal Year Ending September 30,					
		Adopted 2018 [1]	Adjustments	Adjusted 2018 [2]		2019 [2]	2020	2021	2022	2023	2024
Stormwater Operating & Non-operating Revenues											
Operating Revenues											
1	Stormwater Drainage Fees	\$7,270,000	(\$4,373)	\$7,265,627	Constant Calculate	\$7,265,627	\$7,265,627	\$7,265,627	\$7,265,627	\$7,265,627	\$7,265,627
2	Increase from Property Conversions [4]	0	0	0		21,810	43,620	65,430	87,240	109,050	130,860
3	Total Operating Revenues	\$7,270,000	(\$4,373)	\$7,265,627		\$7,287,437	\$7,309,247	\$7,331,057	\$7,352,867	\$7,374,677	\$7,396,487
Other Operating and Non-Operating Revenues											
4	Ad Valorem Taxes (Payment to Offset Exempt Properties) [5]	\$502,590	\$0	\$502,590	Growth	\$520,000	\$521,556	\$523,113	\$524,669	\$526,225	\$527,781
5	Intergovernmental Revenue (General Fund) [6]	0	200,000	200,000	Eliminate	0	0	0	0	0	0
6	SJRWMD Grant	700,000	0	700,000	Eliminate	0	0	0	0	0	0
7	Use of Reserves [6]	278,956	(278,956)	0	Eliminate	0	0	0	0	0	0
8	Total Other Operating and Non-Operating Revenues	\$1,481,546	(\$78,956)	\$1,402,590		\$520,000	\$521,556	\$523,113	\$524,669	\$526,225	\$527,781
9	Total Stormwater Operating & Non-operating Revenues	\$8,751,546	(\$83,329)	\$8,668,217		\$7,807,437	\$7,830,803	\$7,854,170	\$7,877,536	\$7,900,902	\$7,924,268

Footnotes:

[1] Amounts reflect the adopted revenues for Fiscal Year 2018 as provided by City staff.

[2] Updated amounts for Fiscal Years 2018 and 2019 provided by City staff.

[3] Escalation reference and amounts derived from Table 3.

[4] Rate revenues were increased based on the average historical property conversions as follows:

	Projected Fiscal Year Ending September 30,					
	2019 [2]	2020	2021	2022	2023	2024
Parcels Converted per Year	600	600	600	600	600	600
Cumulative Parcels Converted	600	1,200	1,800	2,400	3,000	3,600
Annual Rate per Vanant Res. Parcel	\$103.45	\$103.45	\$103.45	\$103.45	\$103.45	\$103.45
Annual Rate per Developed Res. Parcel	139.80	139.80	139.80	139.80	139.80	139.80
Annual Increase per Parcel	\$36.35	\$36.35	\$36.35	\$36.35	\$36.35	\$36.35
Net Increase in Annual Revenue	\$21,810	\$43,620	\$65,430	\$87,240	\$109,050	\$130,860

[5] Amount is transferred from the General Fund to account for exempt properties.

[6] To estimate revenue sufficiency at existing rates, use of reserves to meet current year deficiencies is eliminated.

Table 2
City of Palm Coast, Florida
Stormwater Rate Study

Projected Operating Expenses - Operations and Regulatory

Projected Fiscal Year Ending September 30,									
Line No.	Description	Budget 2018 [1]	Budget 2019 [1]	Escalation Reference [2]	2020	2021	2022	2023	2024
Stormwater Operating Expenses									
Operating Expenses									
1	CM&E Personnel	\$682,826	\$1,164,759	Labor	\$1,194,647	\$1,254,379	\$1,317,098	\$1,382,953	\$1,452,101
2	Public Works Personnel	1,654,036	1,592,741	Labor	1,610,218	1,690,729	1,775,265	1,864,029	1,957,230
3	Inmate Crew	62,500	62,500	Inflation	64,000	65,536	67,109	68,719	70,369
4	Other Operating Expenditures	1,625,304	1,725,911	Inflation	1,767,333	1,809,749	1,853,183	1,897,659	1,943,203
5	Debt Service [3]	0	0	Eliminate	0	0	0	0	0
6	Contingency Reserve	0	0	Calculated	0	0	0	0	0
7	Total Operating Expenses	\$4,024,666	\$4,545,911		\$4,636,198	\$4,820,393	\$5,012,655	\$5,213,361	\$5,422,903
Professional Services									
8	LIDAR (cost share)	\$37,503	\$0	Inflation	\$0	\$0	\$0	\$0	\$0
9	Stormwater Rate Study (Engineering Consultant)	20,000	0	Input	0	26,214	0	0	0
10	City-Wide Infrastructure Stormwater Master Plan	90,000	210,000	Inflation	153,600	157,286	161,061	164,927	168,885
11	Stormwater Capital Projects Design Services	10,000	50,000	Inflation	51,200	52,429	53,687	54,976	56,295
12	Total Professional Services	\$157,503	\$260,000		\$204,800	\$235,930	\$214,748	\$219,902	\$225,180
MS4 Permitting Program									
13	Misc. Expenses	\$60,000	\$0	Permitting	\$0	\$0	\$0	\$0	\$0
14	Program Management	0	35,000	Permitting	36,050	37,132	38,245	39,393	40,575
15	Water Quality Monitoring	0	36,000	Permitting	37,080	38,192	39,338	40,518	41,734
16	Mapping and Data Collection/Maintenance	0	0	Permitting	0	0	0	0	0
17	Total MS4 Permitting Program	\$60,000	\$71,000		\$73,130	\$75,324	\$77,584	\$79,911	\$82,308
18	Sub-total Operations and Regulatory	\$4,242,169	\$4,876,911		\$4,914,128	\$5,131,647	\$5,304,987	\$5,513,174	\$5,730,391
Adjustments									
19	Operating Contingency [4]	0.0%	\$0		\$0	\$0	\$0	\$0	\$0
20	Allowance for Bad Debt [5]	0.0%	0		0	0	0	0	0
21	Total Adjustments	\$0	\$0		\$0	\$0	\$0	\$0	\$0
22	Total Stormwater Operating Expenses	\$4,242,169	\$4,876,911		\$4,914,128	\$5,131,647	\$5,304,987	\$5,513,174	\$5,730,391
			15.0%		0.8%	4.4%	3.4%	3.9%	3.9%

Footnotes:

[1] Amounts provided by City staff.

[2] The escalation references and amounts are derived from Table 3.

[3] Amount reflected on Table 5.

[4] To account for unforeseen expenses, a contingency of __% of expenses was assumed for each fiscal year.

[5] To provide an allowance for delinquent accounts, bad debt expenses is estimated at __% of annual revenues.

Table 3
City of Palm Coast, Florida
Stormwater Rate Study

Summary of Escalation References

Line				Escalation Factors			
No.	Description	Reference	2020	2021	2022	2023	2024
Annual Adjustments							
1	Constant Factor	Constant	1.0000	1.0000	1.0000	1.0000	1.0000
2	Inflation - CPI	Inflation	1.0240	1.0240	1.0240	1.0240	1.0240
3	Inflation - Marginal	Margin	1.0050	1.0050	1.0050	1.0050	1.0050
4	Labor and Benefits	Labor	1.0500	1.0500	1.0500	1.0500	1.0500
5	Permitting	Permitting	1.0300	1.0300	1.0300	1.0300	1.0300
6	Repair and Maintenance	Repair	1.0300	1.0300	1.0300	1.0300	1.0300
7	Capital Projects	Capital	1.0300	1.0300	1.0300	1.0300	1.0300
8	Property Conversion Growth	Growth	1.0030	1.0030	1.0030	1.0030	1.0030
9	Additional	Add-2	1.0000	1.0000	1.0000	1.0000	1.0000
Cumulative Adjustments							
10	Constant Factor	Constant	1.0000	1.0000	1.0000	1.0000	1.0000
11	Inflation - CPI	Inflation	1.0240	1.0486	1.0737	1.0995	1.1259
12	Inflation - Marginal	Margin	1.0050	1.0100	1.0151	1.0202	1.0253
13	Labor and Benefits	Labor	1.0500	1.1025	1.1576	1.2155	1.2763
14	Permitting	Permitting	1.0300	1.0609	1.0927	1.1255	1.1593
15	Repair and Maintenance	Repair	1.0300	1.0609	1.0927	1.1255	1.1593
16	Capital Projects	Capital	1.0300	1.0609	1.0927	1.1255	1.1593
17	Property Conversion Growth	Growth	1.0030	1.0060	1.0090	1.0120	1.0150
18	Additional	Add-2	1.0000	1.0000	1.0000	1.0000	1.0000

Table 4
City of Palm Coast, Florida
Stormwater Rate Study

Projected Capital Improvement Program - Future Dollars

Projected Fiscal Year Ending September 30, - Future Dollars [1]											
Line No.	Description	Escalation Reference	Funding Source	Budgeted 2018	Budgeted 2019	2020	2021	2022	2023	2024	Totals
Capital Expenditures											
Saltwater Canal System											
1	Pipes Thru Seawalls	Input	Rates	\$15,000	\$15,000	\$16,500	\$18,150	\$19,965	\$21,962	\$119,405	\$225,982
2	Fleming Ct	Capital	Rates	35,000	0	0	0	0	0	0	35,000
3	Canal End Seawalls	Input	Rates	0	35,000	38,500	42,350	46,585	51,245	162,298	375,978
4	Additional Projects	Capital	Rates	0	0	0	0	0	0	0	0
5	Additional Projects	Capital	Rates	0	0	0	0	0	0	0	0
6	Additional Projects	Capital	Rates	0	0	0	0	0	0	0	0
7	Additional Projects	Capital	Rates	0	0	0	0	0	0	0	0
8	Total - Saltwater Canal System			\$50,000	\$50,000	\$55,000	\$60,500	\$66,550	\$73,207	\$281,703	\$636,960
Freshwater Canal System & Lakes											
Lake Maintenance											
9	Lake Weed Control	Capital	Rates	\$600	\$600	\$618	\$637	\$656	\$675	\$696	\$4,482
10	Stormwater Sys. Lakes included in Canal Maintenance	Capital	Rates	0	0	0	0	0	0	0	0
11	Total - Lake Maintenance			\$600	\$600	\$618	\$637	\$656	\$675	\$696	\$4,482
Water Control Structures											
12	Annual Telemetry Subscription (Includes Pump St. SCADA)	Capital	Rates	\$4,800	\$6,600	\$8,652	\$10,185	\$11,146	\$12,155	\$12,520	\$66,058
13	Upgrade Bulldog Drive to Mission Communication Unit	Capital	Rates	35,000	1,000	1,030	1,061	1,093	1,126	1,159	41,469
14	Water Control Equipment Replacement	Capital	Rates	2,500	30,000	36,050	37,132	38,245	1,126	1,159	146,212
15	Pump Station Maintenance & Repair	Capital	Rates	7,000	10,000	10,300	10,609	10,927	11,255	11,593	71,684
16	Water Control SCADA Support & Service	Capital	Rates	0	15,000	15,450	15,914	16,391	16,883	17,389	97,027
17	Structure Repairs	Capital	Rates	10,000	20,000	20,600	21,218	21,855	22,510	23,185	139,368
18	W-1 Weir	Capital	Rates	216,638	0	0	0	0	0	0	216,638
19	L-1 Weir	Capital	Rates	350,000	0	0	0	0	0	0	350,000
20	K-1 Weir	Capital	Rates	350,000	0	0	0	0	0	0	350,000
21	L-4 Weir (Royal Palm Parkway)	Capital	Debt1	0	720,000	0	0	0	0	0	720,000
22	K-6 (Replace/relocate weir (next roadway -Smith Trail) & replace X-drains - 3ea. 66")	Capital	Debt1	0	0	906,400	0	0	0	0	906,400
P-1 (west side of Belle Terre south of Pine Grove) (Replace/relocate weir & pedestrian bridge - extend pipes approx. 50-ft each side (3 ea. 90"))											
23		Capital	Debt2	0	0	0	106,090	1,562,600	0	0	1,668,690
24	B-1, B-2, & B-3 (Pop offs for Bellaire Waterway - Grahm Swamp)	Capital	Rates	0	0	0	0	0	112,551	231,855	344,406
25	Total - Water Control Structures			\$975,938	\$802,600	\$998,482	\$202,209	\$1,662,257	\$177,606	\$298,860	\$5,117,952
Freshwater Canal Pipe Crossings (Replacements)											
26	W-1 (Belle Terre @ BTMS) (to be done with water control structure W-1)	Capital	Rates	\$80,053	\$950,000	\$0	\$0	\$0	\$0	\$0	\$1,030,053
M-2 (OKR @ Big Mulberry Creek) - 5 - 84" 120 LF - Replace with new box culverts per OKR widening Project design											
27		Capital	Debt1	0	750,000	0	0	0	0	0	750,000
28	L-2 Bridge 735504 (Sesame @ Citation) - Transportation project	Capital	Rates	0	0	0	0	0	0	0	0
29	R-1 Bridge 734076 (Belle Terre @ Royal Palms) - Transportation Project	Capital	Rates	0	0	0	0	0	0	0	0
30	Projects to be Determined	Input	Rates	0	0	162,890	467,425	467,664	656,586	579,637	2,334,202
31	Total - Freshwater Canal Pipe Crossings (Replacements)			\$80,053	\$1,700,000	\$162,890	\$467,425	\$467,664	\$656,586	\$579,637	\$4,114,255
Freshwater Canal Pipe Crossings (Inspections & Linings)											
FDOT Bridge Insp. Prgrm (22 Culvert Xings that may be classified as bridges by FDOT - would be inspected bi-annually be FDOT - not additional cost after initial load rating											
32	W-2 'Walker Waterway @ Pine Lakes Pkwy - 2 - 48" - 160 L.F. Ea.	Capital	Rates	\$0	\$13,200	\$13,596	\$0	\$0	\$0	\$0	\$26,796
33	Crandal Cove - 3 Ea. 66" x 48" arch length 100'	Capital	Rates	0	125,000	0	0	0	0	0	125,000
34	Florida Park North (No of Foster Ln) - 1 Ea. 48" Length 155' Round	Capital	Rates	0	0	41,200	0	0	0	0	41,200
K-2 (7 Oaks Waterway at Sesame Blvd) (3 Ea. 60" Length 80') - Extended as part of Sesame Path											
36		Capital	Rates	0	0	0	95,481	0	0	0	95,481
K-4 (7 Oaks Waterway at Seminole Woods) (2 Ea. 54" Length 80' Round) - Extended as part of Seminole Path											
37		Capital	Rates	0	0	0	0	54,636	0	0	54,636
38	I-2 (Iroquois Waterway Seminole Woods) (6 Ea. - 66" Length 120' Round)	Capital	Debt3	0	0	0	0	0	405,183	0	405,183
39	PA-1 (Belle Terre @ Parkview Waterway) (3 Ea. - 84" Length 155' Round)	Capital	Debt3	0	0	0	0	0	0	431,250	431,250
40	3-72" ACMP Sesame Blvd @ Seminole Waterway	Capital	Debt1	0	148,500	0	0	0	0	0	148,500
41	Contingency (Emergency Linings)	Input	Rates	0	283,000	300,000	300,000	300,000	350,000	347,782	1,880,782

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Table 4
City of Palm Coast, Florida
Stormwater Rate Study

Projected Capital Improvement Program - Future Dollars

Line No.	Description	Escalation Reference	Funding Source	Projected Fiscal Year Ending September 30, - Future Dollars [1]							Totals
				Budgeted 2018	Budgeted 2019	2020	2021	2022	2023	2024	
42	Future Linings	Capital	Rates	0	0	0	0	0	0	0	0
43	Total - Freshwater Canal Pipe Crossings (Inspections & Linings)			\$0	\$641,700	\$354,796	\$395,481	\$354,636	\$755,183	\$779,032	\$3,280,828
Freshwater Canal Maintenance and Improvements											
44	Freshwater Alternative Treatments	Capital	Rates	\$0	\$20,000	\$20,600	\$21,218	\$21,855	\$22,510	\$23,185	\$129,368
45	Freshwater Canal Weed Control	Capital	Rates	452,388	500,000	515,000	530,450	546,364	562,754	579,637	3,686,593
46	Canal Clearing (Removal of Trees & Underbrush)	Capital	Rates	5,000	5,000	5,150	5,305	5,464	5,628	5,796	37,343
47	Sediment Removal	Capital	Rates	12,800	5,000	5,150	5,305	5,464	5,628	5,796	45,143
48	Freshwater Canal Dredging - 1 of 4	Input	Rates	0	0	275,000	275,000	275,000	275,000	1,006,804	2,106,804
49	Freshwater Canal Dredging - 2 of 4	Input	Debt1	0	0	0	0	0	0	0	0
50	Freshwater Canal Dredging - 3 of 4	Capital	Debt2	0	0	0	2,500,000	2,500,000	0	0	5,000,000
51	Freshwater Canal Dredging - 4 of 4	Capital	Debt3	0	0	0	0	0	2,500,000	2,500,000	5,000,000
52	Total - Freshwater Canal Maintenance and Improvements			\$470,188	\$530,000	\$820,900	\$3,337,278	\$3,354,147	\$3,371,520	\$4,121,218	\$16,005,251
Freshwater Canal Storage and Detention											
53	No. Side London Waterway / 34.8 acres - 53 Luther Dr. (Phase II) - 1 of 2	Input	Rates	\$0	\$0	\$350,000	\$350,000	\$0	\$0	\$0	\$700,000
54	No. Side London Waterway / 34.8 acres - 53 Luther Dr. (Phase II) - 2 of 2	Input	Debt1	0	0	0	3,410,000	0	0	0	3,410,000
55	Projects to be Determined - 1 of 3	Capital	Rates	0	0	0	0	403,999	476,119	550,403	1,430,521
56	Projects to be Determined - 2 of 3	Capital	Debt2	0	0	0	371,315	2,000,000	0	0	2,371,315
57	Projects to be Determined - 3 of 3	Capital	Debt3	0	0	0	0	0	2,000,000	2,000,000	4,000,000
58	Total - Freshwater Canal Storage and Detention			\$0	\$0	\$350,000	\$4,131,315	\$2,403,999	\$2,476,119	\$2,550,403	\$11,911,836
59	Total - Freshwater Canal System & Lakes			\$1,526,779	\$3,674,900	\$2,687,686	\$8,534,345	\$8,243,359	\$7,437,689	\$8,329,846	\$40,434,604
<u>Stormwater Ditches and Swales</u>											
Swale & Ditch Pipe Projects											
60	Pipe Replacements & Valley Gutters	Input	Rates	\$519,258	\$575,000	\$632,500	\$687,750	\$874,182	\$900,407	\$927,419	\$5,116,516
61	Pipe Linings (residential/commercial areas without adequate access for replacement)	Input	Rates	105,742	250,000	283,250	292,000	360,600	405,183	475,302	2,172,077
62	Concrete Lined Ditch (F-section)	Input	Debt1	0	45,000	450,000	0	0	0	0	495,000
63	Emergency Pipe Replacements	Input	Rates	575,000	125,000	128,750	130,000	136,591	140,689	144,909	1,380,939
64	Total - Swale & Ditch Pipe Projects			\$1,200,000	\$995,000	\$1,494,500	\$1,109,750	\$1,371,373	\$1,446,279	\$1,547,630	\$9,164,532
Swale Maintenance Rehab and Renewal											
65	Swale Maintenance and Rehab.	Capital	Rates	\$450,000	\$400,000	\$412,000	\$477,405	\$491,727	\$506,479	\$521,673	\$3,259,284
66	Driveway Replacements	Capital	Rates	50,000	50,000	25,750	10,609	10,927	11,255	11,593	170,134
67	Total - Swale Maintenance Rehab and Renewal			\$500,000	\$450,000	\$437,750	\$488,014	\$502,654	\$517,734	\$533,266	\$3,429,418
Capacity Improvements											
68	Modeling Improvement Projects	Input	Rates	\$0	\$0	\$283,250	\$300,000	\$398,845	\$750,000	\$510,081	\$2,242,176
69	Total - Capacity Improvements			\$0	\$0	\$283,250	\$300,000	\$398,845	\$750,000	\$510,081	\$2,242,176
Ditch Maintenance Program											
70	Ditch Maintenance and Rehab. - 1 of 2	Capital	Rates	\$0	\$200,000	\$231,750	\$212,180	\$163,909	\$112,551	\$115,927	\$1,036,317
71	Ditch Maintenance and Rehab. - 2 of 2	Capital	Debt1	0	250,000	0	0	0	0	0	250,000
72	Clearing Equipment (Purchase FY19) - 1 of 2	Capital	Rates	0	97,930	98,561	101,518	104,563	107,700	110,931	621,203
73	Clearing Equipment (Purchase FY19) - 2 of 2	Capital	Debt1	0	540,000	0	0	0	0	0	540,000
74	Total - Ditch Maintenance Program			\$0	\$1,087,930	\$330,311	\$313,698	\$268,472	\$220,251	\$226,858	\$2,447,520
Spray Program											
75	Spray Equipment (Purchase FY19)	Capital	Rates	\$0	\$80,000	\$12,360	\$12,731	\$13,113	\$13,506	\$13,911	\$145,621
76	Spray Staffing or Contractor	Capital	Rates	0	160,000	211,150	217,485	224,009	230,729	237,651	1,281,024
77	Spraying Chemicals	Capital	Rates	0	20,000	20,600	21,218	21,855	22,510	23,185	129,368
78	Total - Spray Program			\$0	\$260,000	\$244,110	\$251,434	\$258,977	\$266,745	\$274,747	\$1,556,013
79	Total - Stormwater Ditches and Swales			\$1,700,000	\$2,792,930	\$2,789,921	\$2,462,896	\$2,800,321	\$3,201,009	\$3,092,582	\$18,839,659
80	Total Capital Expenditures			\$3,276,779	\$6,517,830	\$5,532,607	\$11,057,741	\$11,110,230	\$10,711,905	\$11,704,191	\$59,911,223

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Table 4
City of Palm Coast, Florida
Stormwater Rate Study

Projected Capital Improvement Program - Future Dollars

Line No.	Description	Escalation Reference	Funding Source	Projected Fiscal Year Ending September 30, - Future Dollars [1]							Totals
				Budgeted 2018	Budgeted 2019	2020	2021	2022	2023	2024	
	Funding Sources										
81	Rate Revenues		Rates	\$3,276,779	\$4,064,330	\$4,176,207	\$4,670,336	\$5,047,630	\$5,806,722	\$6,772,881	\$33,814,885
82	Renewal and Replacement Fund		RR	0	0	0	0	0	0	0	0
83	System Upgrade & Improvement Fund		Capital	0	0	0	0	0	0	0	0
84	Community Redevelopment Agency (CRA Fund)		CRA-Fund	0	0	0	0	0	0	0	0
85	Other Interfund Transfers		Other	0	0	0	0	0	0	0	0
86	Grants / Other Contributions		Grants	0	0	0	0	0	0	0	0
87	Sr. New Debt 1		Debt1	0	2,453,500	1,356,400	3,410,000	0	0	0	7,219,900
88	Sr. New Debt 2		Debt2	0	0	0	2,977,405	6,062,600	0	0	9,040,005
89	Sr. New Debt 3		Debt3	0	0	0	0	0	4,905,183	4,931,250	9,836,433
90	Sr. New Debt 4		Debt4	0	0	0	0	0	0	0	0
91	Jr. New Debt 5		Debt5	0	0	0	0	0	0	0	0
92	Jr. New Debt 6		Debt6	0	0	0	0	0	0	0	0
93	Jr. New Debt 7		Debt7	0	0	0	0	0	0	0	0
94	Jr. New Debt 8		Debt8	0	0	0	0	0	0	0	0
95	Total Funding Sources			<u>\$3,276,779</u>	<u>\$6,517,830</u>	<u>\$5,532,607</u>	<u>\$11,057,741</u>	<u>\$11,110,230</u>	<u>\$10,711,905</u>	<u>\$11,704,131</u>	<u>\$59,911,223</u>

Footnotes:

[1] Amounts provided by City staff in current dollars which were adjusted by the cumulative inflationary adjustments shown on Table 3.

Table 5
City of Palm Coast, Florida
Stormwater Rate Study

Projection of Existing and Proposed Debt Service Payments

Line No.	Description	2018	2019	2020	2021	2022	2023	2024
Existing Debt Service								
Senior Lien								
	PNC Bank Loan							
1	Total Annual Debt Service	\$869,106	\$869,340	\$869,151	\$869,539	\$869,480	\$869,975	\$0
Total Senior Lien Debt Service								
2	Total Annual Debt Service	\$869,106	\$869,340	\$869,151	\$869,539	\$869,480	\$869,975	\$0
Junior Lien								
	SRF Loan SW903040 (To FY26)							
3	Total Annual Debt Service	\$303,170	\$303,170	\$303,170	\$303,170	\$303,170	\$303,170	\$303,170
	SRF Loan SW903070 (To FY30)							
4	Total Annual Debt Service	\$182,632	\$182,632	\$182,632	\$182,632	\$182,632	\$182,632	\$182,632
Total Junior Lien Debt Service								
5	Total Annual Debt Service	\$485,802	\$485,802	\$485,802	\$485,802	\$485,802	\$485,802	\$485,802
Total Existing Debt Service								
6	Total Annual Debt Service	\$1,354,908	\$1,355,142	\$1,354,953	\$1,355,341	\$1,355,282	\$1,355,777	\$485,802
Proposed Debt Service								
Senior Lien								
	Sr. New Debt 1							
7	Total Annual Debt Service	\$0	\$0	\$644,133	\$644,133	\$644,133	\$644,133	\$644,133
	Sr. New Debt 2							
8	Total Annual Debt Service	\$0	\$0	\$0	\$0	\$849,262	\$849,262	\$849,262
	Sr. New Debt 3							
9	Total Annual Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$972,254
	Sr. New Debt 4							
10	Total Annual Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Senior Lien Debt Service								
11	Total Annual Debt Service	\$0	\$0	\$644,133	\$644,133	\$1,493,394	\$1,493,394	\$2,465,648
Junior Lien								
	Jr. New Debt 5							
12	Total Annual Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Jr. New Debt 6							
13	Total Annual Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Jr. New Debt 7							
14	Total Annual Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Jr. New Debt 8							
15	Total Annual Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Junior Lien Debt Service								
16	Total Annual Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Proposed Debt Service								
17	Total Annual Debt Service	\$0	\$0	\$644,133	\$644,133	\$1,493,394	\$1,493,394	\$2,465,648
18	Total Senior Lien Debt Service	\$869,106	\$869,340	\$1,513,283	\$1,513,671	\$2,362,874	\$2,363,369	\$2,465,648
19	Total Junior Lien Debt Service	\$485,802	\$485,802	\$485,802	\$485,802	\$485,802	\$485,802	\$485,802
20	Total Debt Service	\$1,354,908	\$1,355,142	\$1,999,085	\$1,999,473	\$2,848,676	\$2,849,171	\$2,951,450

Development of Net Revenue Requirements from Rates

[illegible]

Table 7
City of Palm Coast, Florida
Stormwater Rate Study

Projected Fund Balances & Interest Income

Line No.	Description	Projected Fiscal Year Ending September 30,						
		2018	2019	2020	2021	2022	2023	2024
OPERATING FUND								
1	Beginning Balance [1]	\$500,000	\$297,062	\$250,087	\$495,780	\$1,121,532	\$1,447,032	\$1,909,333
	Non-operating Transfers (Beginning Balances):							
2	Additional Transfer to R&R Fund	0	0	0	0	0	0	0
3	Additional Transfer to Capital Fund	0	0	0	0	0	0	0
4	Net Amount Available for Operations	\$500,000	\$297,062	\$250,087	\$495,780	\$1,121,532	\$1,447,032	\$1,909,333
5	Transfers In	7,265,627	9,727,008	10,810,156	11,899,595	12,995,325	14,097,344	15,205,654
6	Transfers Out	7,468,566	9,773,983	10,564,464	11,273,843	12,669,825	13,635,042	14,918,141
7	Transfers In (Out) from Rates	0	0	0	0	0	0	0
8	Interest Rate (Short Term)	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%
9	Interest Income	1,000	700	900	2,000	3,200	4,200	5,100
10	Recognition of Interest in Revenue Requirements	1,000	700	900	2,000	3,200	4,200	5,100
11	Ending Balance	\$297,062	\$250,087	\$495,780	\$1,121,532	\$1,447,032	\$1,909,333	\$2,196,846
DEBT SERVICE SINKING FUND								
12	Annual Debt Service	1,354,908	1,355,142	1,999,085	1,999,473	2,848,676	2,849,171	2,951,450
13	Average Balance	677,454	677,571	999,543	999,737	1,424,338	1,424,586	1,475,725
14	Interest Rate (Short Term)	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%
15	Interest Income	1,700	1,700	2,500	2,500	3,600	3,600	3,700
16	Recognition of Interest in Revenue Requirements	1,700	1,700	2,500	2,500	3,600	3,600	3,700
RENEWAL AND REPLACEMENT FUND								
17	Beginning Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0
18	Transfers In	0	0	0	0	0	0	0
19	Transfers Out	0	0	0	0	0	0	0
20	Interest Rate (Short Term)	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%
21	Interest Income	0	0	0	0	0	0	0
22	Recognition of Interest in Revenue Requirements	0	0	0	0	0	0	0
23	Ending Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SYSTEM UPGRADE & IMPROVEMENT FUND								
24	Beginning Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25	Transfers In	0	0	0	0	0	0	0
26	Transfers Out	0	0	0	0	0	0	0
27	Interest Rate (Short Term)	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%
28	Interest Income	0	0	0	0	0	0	0
29	Recognition of Interest in Revenue Requirements	0	0	0	0	0	0	0
30	Ending Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0
31	TOTAL UNRESTRICTED INTEREST INCOME	\$2,700	\$2,400	\$3,400	\$4,500	\$6,800	\$7,800	\$8,800
32	TOTAL RESTRICTED INTEREST INCOME	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Table 8
City of Palm Coast, Florida
Stormwater Rate Study

Projected Debt Service Coverage

Line No.	Description	Projected Fiscal Year Ending September 30,						
		2018	2019	2020	2021	2022	2023	2024
	Gross Revenues							
1	Revenues from Existing Stormwater Rates	\$7,265,627	\$7,287,437	\$7,309,247	\$7,331,057	\$7,352,867	\$7,374,677	\$7,396,487
2	Revenues from Rate Increases	0	2,439,571	3,500,909	4,568,538	5,642,458	6,722,667	7,809,167
3	Sub-total Rate Revenues	7,265,627	9,727,008	10,810,156	11,899,595	12,995,325	14,097,344	15,205,654
4	Other Operating Revenues & Interest Income	1,405,290	522,400	524,956	527,613	531,469	534,025	536,581
5	Total Gross Revenues	\$8,670,917	\$10,249,408	\$11,335,113	\$12,427,208	\$13,526,793	\$14,631,369	\$15,742,235
6	Total Projected Operations & Regulatory Expenses	\$4,242,169	\$4,876,911	\$4,914,128	\$5,131,647	\$5,304,987	\$5,513,174	\$5,730,391
7	Projected Net Revenues	\$4,428,748	\$5,372,497	\$6,420,985	\$7,295,561	\$8,221,806	\$9,118,195	\$10,011,844
	<u>Senior Lien Pledge</u>							
8	Total Sr. & Jr. Lien Debt Service	\$1,354,908	\$1,355,142	\$1,999,085	\$1,999,473	\$2,848,676	\$2,849,171	\$2,951,450
9	Calculated All-in Debt Service Coverage	327%	396%	321%	365%	289%	320%	339%
10	Coverage - Minimum	125%	125%	125%	125%	125%	125%	125%
11	Total Senior Lien Debt Service	\$869,106	\$869,340	\$1,513,283	\$1,513,671	\$2,362,874	\$2,363,369	\$2,465,648
	<u>SRF Pledge</u>							
12	Net Revenues Available for Debt Service	\$4,428,748	\$5,372,497	\$6,420,985	\$7,295,561	\$8,221,806	\$9,118,195	\$10,011,844
13	Less Senior / Parity Lien Debt Service Payment	(869,106)	(869,340)	(1,513,283)	(1,513,671)	(2,362,874)	(2,363,369)	(2,465,648)
14	Less Senior / Parity Lien Debt Service Coverage	(217,276)	(217,335)	(378,321)	(378,418)	(590,719)	(590,842)	(616,412)
15	Net Revenues Available for SRF Loans	\$3,342,366	\$4,285,823	\$4,529,381	\$5,403,472	\$5,268,213	\$6,163,983	\$6,929,784
16	Total SRF Loan Debt Service	\$485,802	\$485,802	\$485,802	\$485,802	\$485,802	\$485,802	\$485,802
17	Coverage - Calculated	688%	882%	932%	1112%	1084%	1269%	1426%
18	Coverage - Minimum	115%	115%	115%	115%	115%	115%	115%

APPENDIX A



Stormwater Rate Study

Summary of Rate Options



Presented on: September 11, 2018

Presented by: Public Resources Management Group, Inc.

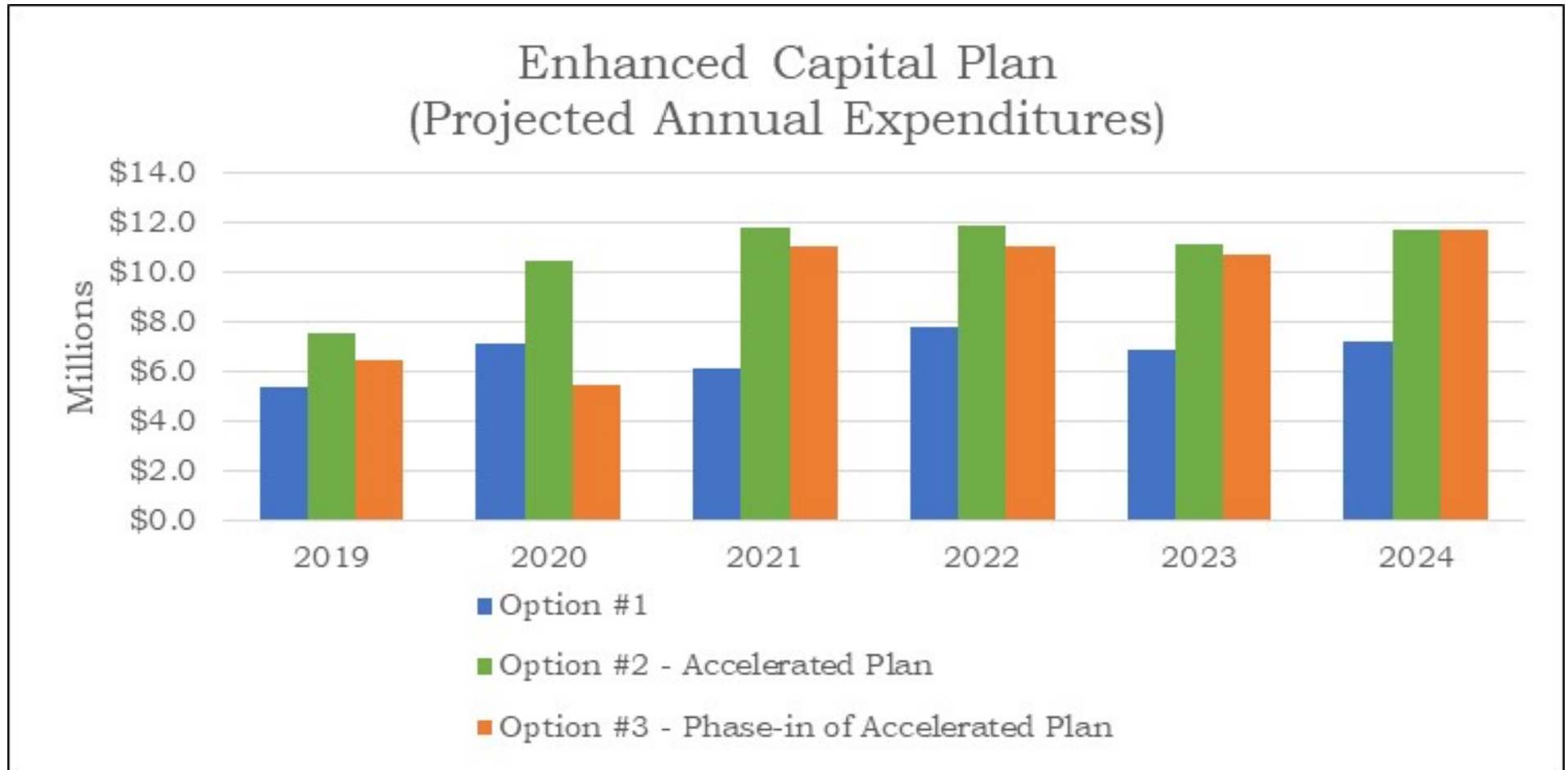
Study Goals & Objectives

- ▶ Develop a funding strategy to pay for Stormwater System Operations, R&R and Major Capital Improvements
- ▶ Estimate revenue requirements to be recovered from stormwater rates
- ▶ Identify the projected rate adjustments necessary to:
 - ▶ Maintain adequate cash reserve balances
 - ▶ Achieve a positive cash flow over time
 - ▶ Meet or exceed the minimum debt service coverage requirements established for existing and future loans
- ▶ City staff presented preliminary options on August 14, 2018
- ▶ City staff developed a third option to phase-in the enhanced capital projects over time to address system deficiencies

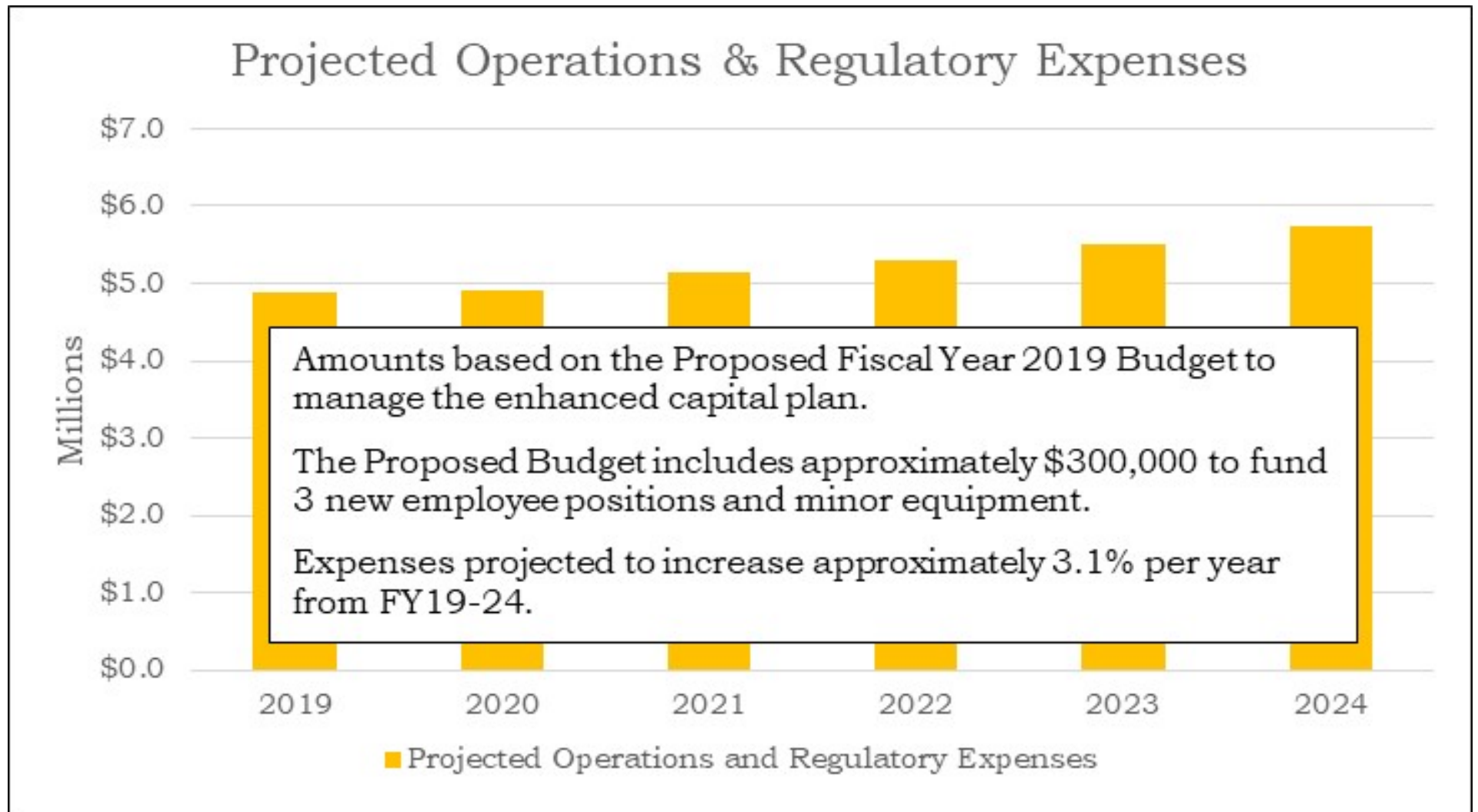
Enhanced Capital Plan Options FY19-24

- ▶ City staff developed enhanced capital plan options:
 - ▶ Option #1 - \$40.9 million
 - ▶ Option #2 (Accelerated Plan) - \$64.8 million
 - ▶ Option #2 includes \$23.9 million of additional project costs when compared to Option #1 (58% more)
 - The average increase is approximately \$4.0 million more per year
 - ▶ Option #3 (Phase-in of Accelerated Plan) - \$56.6 million
 - ▶ Option #3 includes \$15.7 million of additional project costs when compared to Option #1 (38% more)
 - The average increase is approximately \$2.6 million more per year

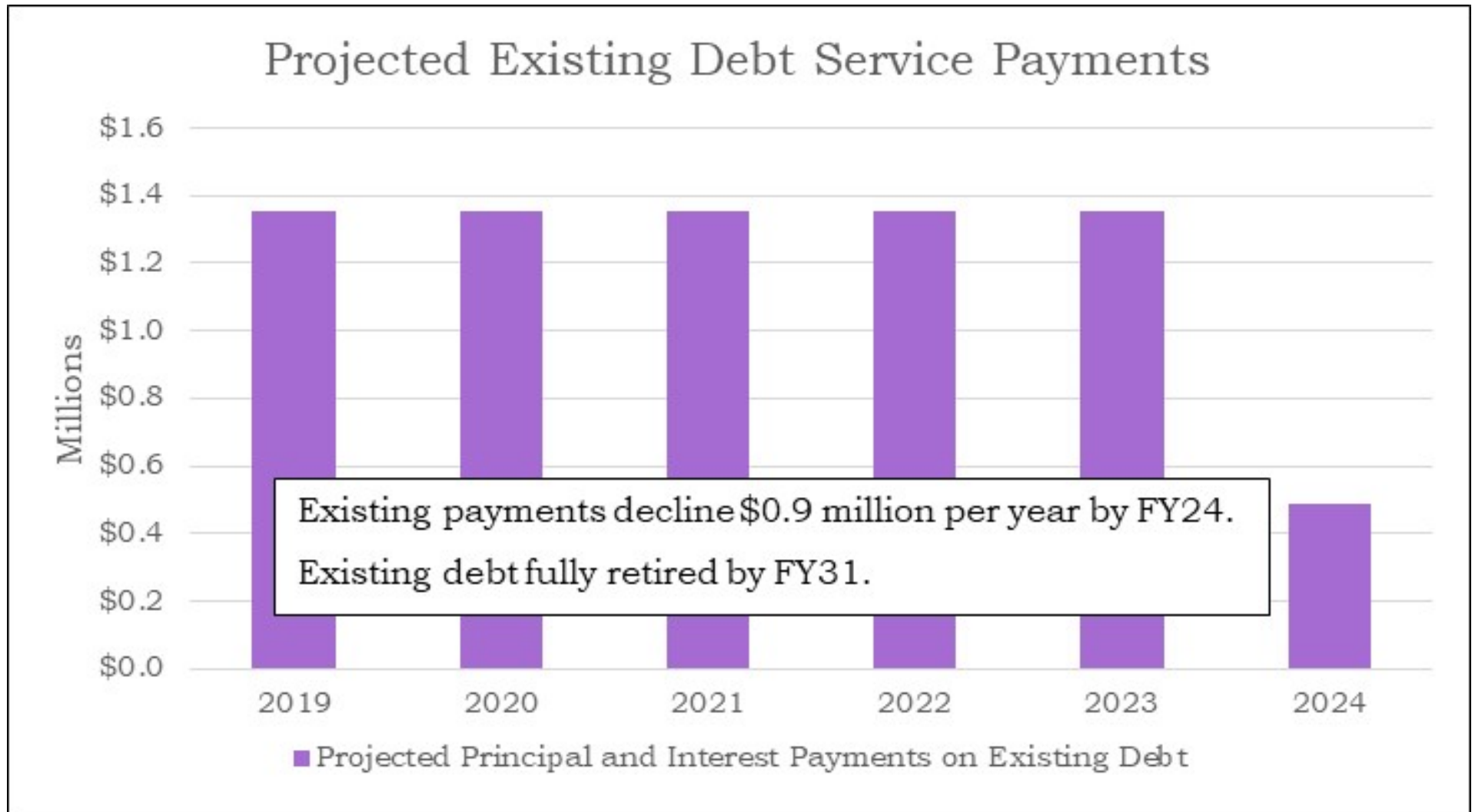
Projected Capital Expenditures



Projected Operations & Regulatory Expenses



Existing Debt Service Payments



Projects Identified for Debt Financing

- ▶ Considered one-time Major Capital Improvements:
 - ▶ Water Control Structures: L-4 / K-6 / P-1
 - ▶ Freshwater Canal Pipe Lining & Replacement: M-2 / I-2 / PA-1 / Sesame Blvd @ Seminole Waterway
 - ▶ Concrete Lined Ditch: Section F
- ▶ Considered accelerated improvements to normalize pay-go funding for R&R Improvements:
 - ▶ Freshwater Canal Dredging - 75% of project costs
 - ▶ North Side London Waterway / Storage & Detention - 80% of project costs
 - ▶ Future Storage and Detention Projects - 80% of project costs
 - ▶ Ditches Maintenance, Rehab and Equipment - 30% of project costs
- ▶ Total projects and amounts vary when considering Options #1, #2 and #3

Summary of Capital Plan Options

- ▶ Evaluated stormwater rates under a total of six (6) capital plan options as follows:
 - ▶ Option #1 - \$40.9 million Capital Plan
 - ▶ Option #1A (Pay-go)
 - ▶ Option #1B (12% Debt Funded or \$4.9 million)
 - ▶ Option #2 (Accelerated Plan) - \$64.8 million Capital Plan
 - ▶ Option #2A (Accelerated, but Pay-go)
 - ▶ Option #2B (Accelerated with 46% Debt Funded or \$29.7 million)
 - ▶ Option #3 (Phase-in of Accelerated Plan) - \$56.6 million Capital Plan
 - ▶ Option #3A (Accelerated, but Pay-go)
 - ▶ Option #3B (Accelerated with 46% Debt Funded or \$26.1 million)
 - ▶ Financing assumptions for Options #1B, #2B & #3B include the following:
 - ▶ Senior Lien / Qualified Bank Loans
 - ▶ 20-year term with interest rates ranging from 4-5%
 - ▶ Capitalized interest assumed for the first 12-months

Other Study Considerations

- ▶ Target a minimum cash reserve balance of at least 60 days of annual expenses by FY24 or approximately \$900,000
 - ▶ The beginning balance for Fiscal Year 2019 is estimated at approximately \$300,000
 - ▶ No reserves are available to help phase-in required rate adjustments early in the study period
- ▶ Meet or exceed the minimum senior and junior lien debt service coverage requirements
- ▶ Study considers implementing an annual index adjustment similar to the water and wastewater rate index beginning on and after October 1, 2024 (FY25)

Summary of Projected Increases per Month / ERU^[*]

Description	FY19	FY20	FY21	FY22	FY23	FY24
Option #1A - \$40.9 million (Pay-go)	\$17.82	\$20.50	\$20.99	\$21.49	\$22.01	\$22.54
Increase per Monthly ERU	\$6.17	\$2.68	\$0.49	\$0.50	\$0.52	\$0.53
Option #2A - \$64.8 million (Accelerated, but Pay-go)	\$21.20	\$25.87	\$28.20	\$28.87	\$29.57	\$30.27
Increase per Monthly ERU	\$9.55	\$4.67	\$2.33	\$0.67	\$0.70	\$0.70
Option #3A - \$56.6 million (Phase-in, but Pay-go)	\$19.46	\$21.69	\$24.19	\$26.97	\$27.62	\$28.28
Increase per Monthly ERU	\$7.81	\$2.23	\$2.50	\$2.78	\$0.65	\$0.66
Option #1B - \$40.9 million (12% Debt Funded)	\$16.19	\$18.62	\$19.46	\$20.34	\$20.95	\$21.45
Increase per Monthly ERU	\$4.54	\$2.43	\$0.84	\$0.88	\$0.61	\$0.50
Option #2B - \$64.8 million (Accelerated with 46% Debt Funded)	\$17.24	\$19.14	\$20.48	\$21.91	\$23.01	\$23.93
Increase per Monthly ERU	\$5.59	\$1.90	\$1.34	\$1.43	\$1.10	\$0.92
Proposed Option #3B - \$56.6 million (Phase-in with 46% Debt Funded)	\$15.55	\$17.23	\$18.91	\$20.59	\$22.27	\$23.95
Increase per Monthly ERU	\$3.90	\$1.68	\$1.68	\$1.68	\$1.68	\$1.68

[*] The Existing Rate is \$11.65 per Monthly ERU. The City should consider implementing an annual index adjustment beginning on and after October 1, 2024 (FY25).

DRAFT

Conclusions and Recommendations

- ▶ City staff have developed several capital plan options to address system deficiencies including an Accelerated Plan
- ▶ The City Council should first consider the options that provide a balanced approach to capital funding using both debt and pay-go funding for the Major Capital and R&R Improvements which will provide benefits over the useful life of the assets
- ▶ Options #2B and #3B provide a balanced capital funding plan based on financing approximately 46% of the planned improvements to better match the costs over the benefit period

Conclusions and Recommendations

- ▶ City staff developed Option #3B to phase-in the Accelerated Capital Plan that results in the lowest stormwater rate when compared to any other option for the next three (3) Fiscal Years
- ▶ Option #3B provides approximately \$74.7 million in total revenues from FY19-24 to fund the projected operating, debt service and Major Capital & R&R Improvement funding identified for the accelerated capital plan
- ▶ The City Council should consider adopting the proposed stormwater rates for Option #3B from FY19-24 and implement an annual index beginning on and after October 1, 2024 (FY25)
- ▶ This study should be updated within the next three to five years

Discussion & Questions



City of Palm Coast, Florida

Agenda Item

Agenda Date: 09/18/18

Department	PLANNING	Amount
Item Key	4251	Account
Subject: RESOLUTION 2018-XX TO VACATE A PORTION OF AN EASEMENT IN THE GRAND LANDINGS MASTER PLANNED DEVELOPMENT (PROPOSED PHASE 3B REPLAT)		
Background: The City of Palm Coast currently holds a utility easement on property owned by JTL Grand Landings Holdings, LLC and the Grand Landings Master Homeowner's Association Inc. recorded in the Official Public Records of Flagler County O.R Book 600, Page 679. The portion of the easement recommended for vacation is within the proposed Grand Landings Phase 3B replat. This portion of the easement is not necessary nor is any plan for utilization ever anticipated. Staff is recommending that the City Council vacate, abandon and release the portion of prior 15' utility easement depicted and described on the Sketch and Legal description attached as part of this agenda item. The remainder of the easement is not proposed for vacation as part of this agenda item.		
Recommended Action: Adopt Resolution 2018-XX to vacate a portion of an easement In the Grand Landings Master Planned Development (Proposed Phase 3B Replat).		

This instrument was prepared by:
Neysa Borkert, Assistant City Attorney
111 N. Orange Ave, Suite 2000
Orlando, FL 32801

Return to:
City Clerk
City of Palm Coast
160 Lake Ave.
Palm Coast, Florida 32164

VACATION AND PARTIAL RELEASE OF UTILITY EASEMENT

THIS VACATION AND PARTIAL RELEASE OF UTILITY EASEMENT (“Partial Release”) is made and executed this ____ day of _____, 2018, by and between **JTL Grand Landings Development LLC**, a Texas limited liability company, of 16660 Dallas Parkway, Suite 1600, Dallas, TX 75248, and the **City of Palm Coast, Florida**, a municipal corporation, whose address is 160 Lake Avenue, Palm Coast, Florida 32164 (“City”).

WITNESSETH:

WHEREAS, the City is the current successor holder of an easement entered into on November 11th, 1997 between Palm Coast Holdings, Inc. and Palm Coast Utility Corporation granting a non-exclusive utility easement generally located in Sections 19, 20, 21, 29 and 30, Township 12 South, Range 31 East, Flagler County, Florida, recorded in the Official Public Records of Flagler County, Florida O.R. Book 600, Page 679 (“Easement”);

WHEREAS, on January 19th, 2016, City vacated a portion of the Easement area by Resolution 2016-1, recorded in the Official Public Records of Flagler County, Florida, O.R. Book 2110, Page 1888;

WHEREAS, the current owner of the underlying fee simple interest, JTL Grand Landings Development LLC, is seeking to replat an additional portion of the Easement area that has not been vacated, and has requested that the City vacate and release the Easement area described in Exhibit “A”, attached hereto and incorporated herein;

WHEREAS, the City has determined that the Easement area shown in Exhibit “A” does not include any utility structures and is not needed as a utility easement due to the platting of the underlying property and the creation of new utility easements to serve the property; and

WHEREAS, based on the foregoing, the City has agreed to vacate and partially release a portion of the Easement area.

NOW, THEREFORE, for and in consideration of ten (\$10.00) dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the City, the City acknowledges and agrees as follows:

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

2. The City does hereby release, vacate and discharge forever any rights to the Easement area described in Exhibit "A", attached hereto and incorporated herein. JTL Grand Landings Development LLC releases the City from any claims relating to the Easement area described in Exhibit "A" or any facilities located in the Easement Area described in Exhibit "A."

3. The remainder of the Easement area not previously vacated, along with any and all other terms and conditions of the Easement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Partial Release as of the date first written above.

WITNESSES:

JTL GRAND LANDINGS DEVELOPMENT
LLC, a Texas limited liability company

(print)

By: _____
David M. West, Manager

(print)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by David M. West, Manager of JTL Grand Landings Development LLC, a Texas limited liability company (check one) ☐ who is personally known to me or ☐ who produced _____ as identification.

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

CITY OF PALM COAST, FLORIDA, a
municipal corporation

ATTEST:

By: _____
Virginia Smith, City Clerk

By: _____
Jim Landon, City Manager

Date: _____

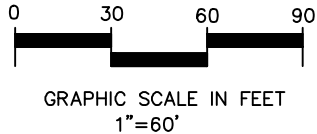
STATE OF FLORIDA
COUNTY OF FLAGLER

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

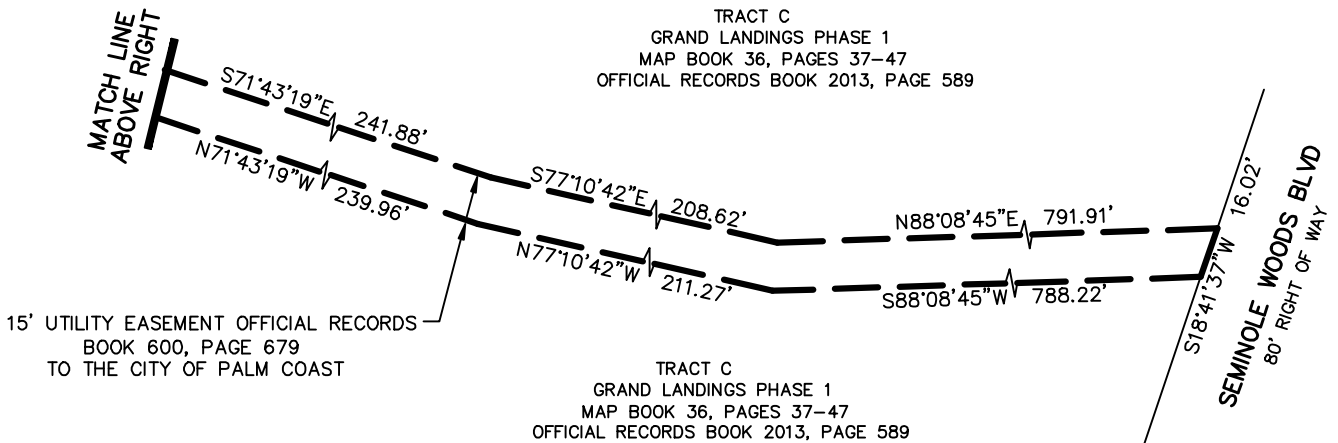
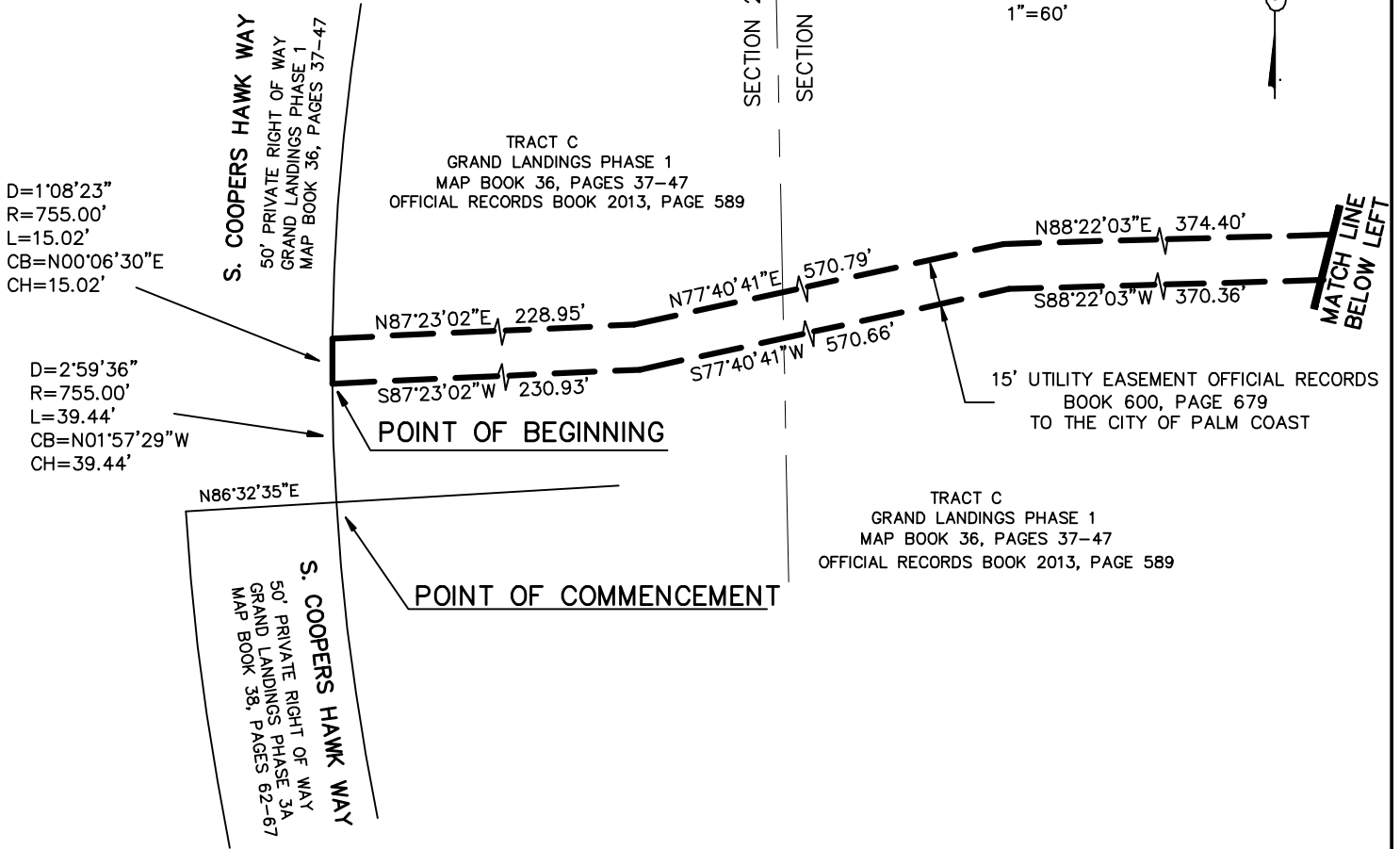
Notary Public – State of Florida
Print Name: _____
My Commission expires: _____

EXHIBIT “A”

MAP SHOWING SKETCH
AND DESCRIPTION



SECTION 20
SECTION 21



NOTES

1. THIS NOT A BOUNDARY SURVEY
2. BEARINGS REFER TO GRAND LANDINGS PHASE 3-A.
3. NOT VALID UNLESS SIGNED AND SEALED

LEGEND

D=DELTA ANGLE
R=RADIUS
L=ARC LENGTH
CB=CHORD BEARING
CH=CHORD DISTANCE

THIS IS NOT A BOUNDARY SURVEY

SHEET 1 OF 2
SEE SHEET 2 FOR DESCRIPTION

B. H. AND ASSOCIATES

PROFESSIONAL LAND SURVEYORS L.B. #7800

902 5TH AVENUE NORTH - JACKSONVILLE BEACH, FLORIDA - 32250 - PHONE (904) 703-8799

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION

PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 2014-147, FLA. ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES.)

SURVEYED

6-26-2018

GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718
LICENSED BUSINESS NUMBER 7800

BEARING DATUM BASED ON N86°32'35"E ALONG THE NORTH LINE GRAND LANDINGS PHASE 3-A

FIELD BOOK NO.: , PAGE(S)

LEGAL: SEE ABOVE

COMPUTER FILE NAME: GRAND LANDING 3B-C/EASEMENT VACATION

SCALE: 1"=60'

FILE NO:

MAP SHOWING SKETCH
AND DESCRIPTION

PART OF THE 15 FOOT UTILITY EASEMENT TO THE CITY OF PALM COAST AS RECORDED IN OFFICIAL RECORDS BOOK 600, PAGE 679, AND BEING A PART OF TRACT C, GRAND LANDINGS PHASE 1, AS RECORDED IN MAP BOOK 36, PAGES 37 THROUGH 47, ALL IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND BEING IN SECTIONS 20 AND 21, TOWNSHIP 12 SOUTH, RANGE 31 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF S. COOPERS HAWK WAY, GRAND LANDINGS PHASE 3A, AS RECORDED IN MAP BOOK 38, PAGES 62 THROUGH 67, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF S. COOPERS HAWK WAY, GRAND LANDINGS PHASE 1, AS RECORDED IN MAP BOOK 36, PAGES 37 THROUGH 47, ALL IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT BEING ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 755.00 FEET, A CENTRAL ANGLE OF 02°59'36", BEING SUBTENDED BY A CHORD BEARING OF N01°57'29"W AND A CHORD DISTANCE OF 39.44 FEET; THENCE NORTHERLY ALONG THE EASTERLY RIGHT OF WAY OF S. COOPERS HAWK WAY AN ARC LENGTH OF 39.44 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 755.00 FEET, A CENTRAL ANGLE OF 01°08'23", BEING SUBTENDED BY A CHORD BEARING OF N00°06'30"E, A CHORD DISTANCE OF 15.02 FEET; THENCE NORTHERLY ALONG SAID CURVE AND CONTINUING ALONG SAID RIGHT OF WAY FOR AN ARC LENGTH OF 15.02 FEET; TO A POINT ON THE NORTHERLY LINE OF THE 15 FOOT UTILITY EASEMENT, AFORESAID; THENCE DEPARTING SAID RIGHT OF WAY AND ALONG SAID NORTHERLY EASEMENT THE FOLLOWING COURSES AND DISTANCES, N87°23'02"E A DISTANCE OF 228.95 FEET; THENCE N77°40'41"E A DISTANCE OF 570.79 FEET; THENCE N88°22'03"E A DISTANCE OF 374.40 FEET; THENCE S71°43'19"E A DISTANCE OF 241.88 FEET; THENCE S77°10'42"E A DISTANCE OF 208.62 FEET; THENCE N88°08'45"E A DISTANCE OF 791.91 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF SEMINOLE WOODS BOULEVARD, AN 80 FOOT RIGHT OF WAY; THENCE DEPARTING THE NORTHERLY EASEMENT LINE AND ALONG THE SAID WESTERLY RIGHT OF WAY LINE S18°41'37"W A DISTANCE OF 16.02 FEET TO A POINT ON THE SOUTHERLY LINE OF THE 15' UTILITY EASEMENT, AFORESAID; THENCE DEPARTING SAID RIGHT OF WAY AND ALONG THE SAID SOUTHERLY EASEMENT LINE THE FOLLOWING COURSES AND DISTANCES; S88°08'45"W A DISTANCE OF 788.22 FEET; THENCE N77°10'42"W A DISTANCE OF 211.27 FEET; THENCE N71°43'19"W A DISTANCE OF 239.96 FEET; THENCE S88°22'03"W A DISTANCE OF 370.36 FEET; THENCE S77°40'41"W A DISTANCE OF 570.66 FEET; THENCE S87°23'02"W A DISTANCE OF 230.93 FEET TO THE POINT OF BEGINNING.

- NOTES
1. THIS NOT A BOUNDARY SURVEY
2. BEARINGS REFER TO GRAND LANDINGS PHASE 3-A.
3. NOT VALID UNLESS SIGNED AND SEALED

THIS IS NOT A BOUNDARY SURVEY

SHEET 2 OF 2

B. H. AND ASSOCIATES
PROFESSIONAL LAND SURVEYORS L.B. #7800

902 5TH AVENUE NORTH – JACKSONVILLE BEACH, FLORIDA – 32250 – PHONE (904) 703-8799

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION

PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 2014-147, FLA. ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES.)

SURVEYED 6-26-2018

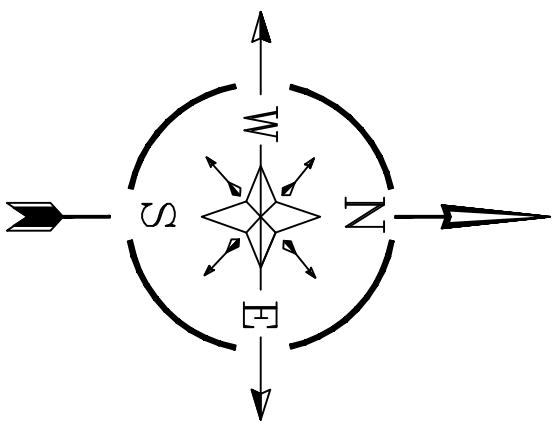
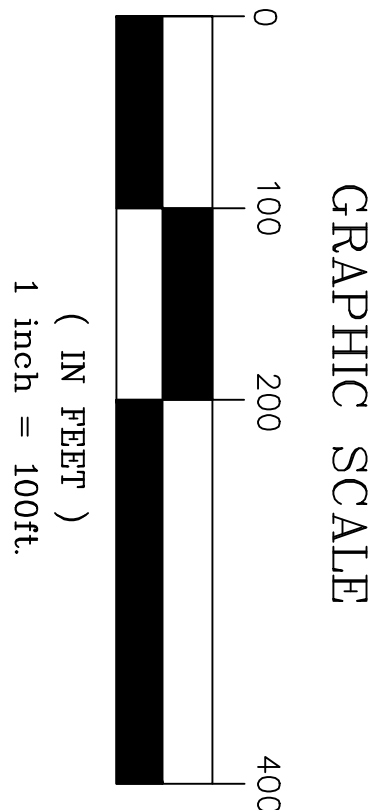
GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718
LICENSED BUSINESS NUMBER 7800

BEARING DATUM BASED ON N86°32'35"E ALONG THE NORTH LINE GRAND LANDINGS PHASE 3-A

FIELD BOOK NO.: , PAGE(S) LEGAL: SEE ABOVE
COMPUTER FILE NAME: GRAND LANDING 3B-C/EASEMENT VACATION SCALE: 1"=60' FILE NO:

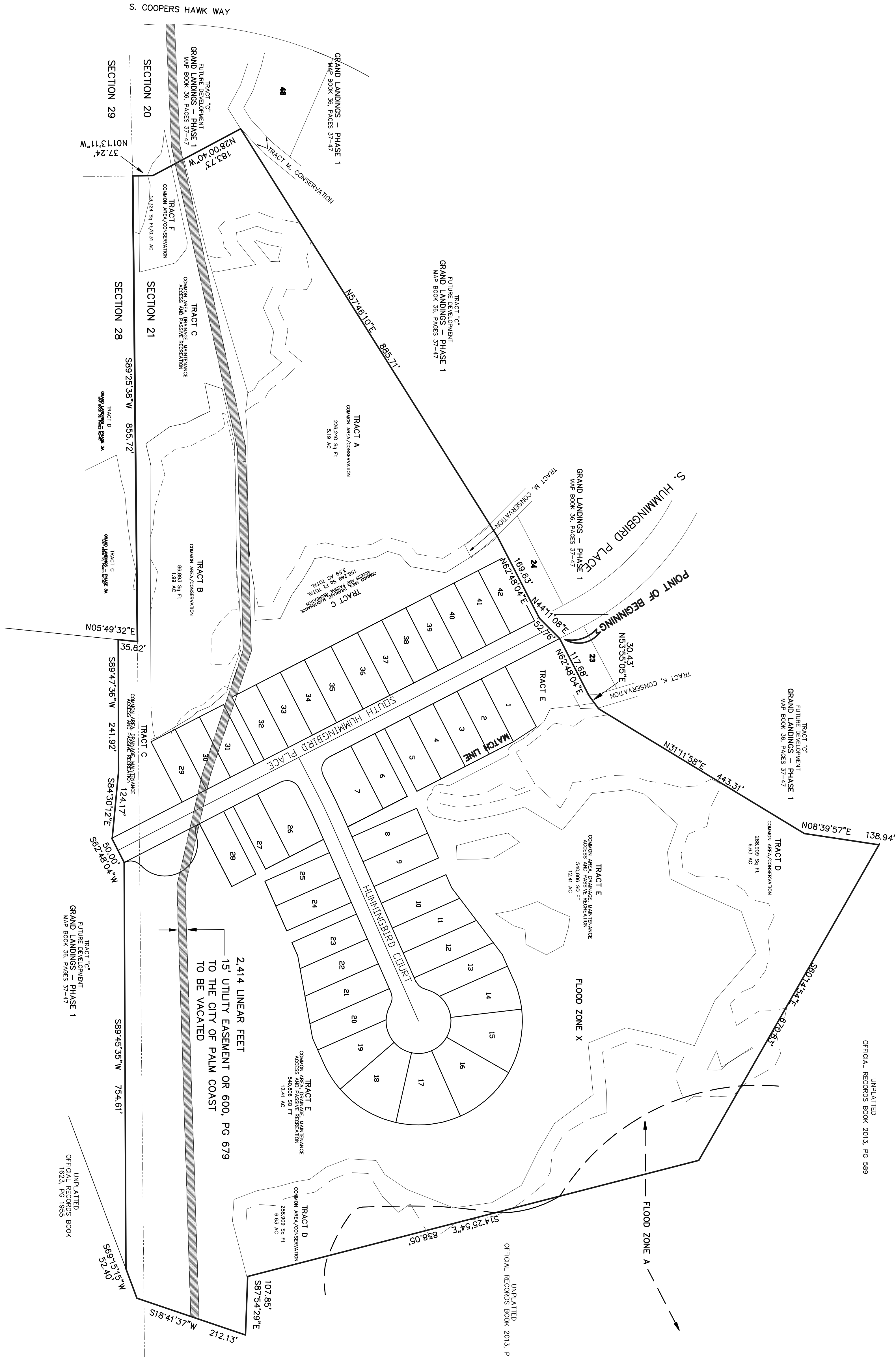
GRAND LANDINGS – PHASE 3B

BEING A REPLAT OF A PORTION OF TRACTS C, K, AND M, AND S, HUMMINGBIRD PLACE, GRAND LANDINGS–PHASE 1, AS RECORDED IN MAP BOOK 36, PAGES 37 THROUGH 47, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 20, THE SOUTHWEST 1/4 SECTION 21, AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA.



UNPLATTED
OFFICIAL RECORDS BOOK 2013, PG 589

UNPLATTED
OFFICIAL RECORDS BOOK 2013, PG 589



KEY MAP

(SEE SHEET 1 FOR GENERAL NOTES)

City of Palm Coast, Florida

Agenda Item

Agenda Date: 09/18/18

Department	PLANNING	Amount
Item Key	3895	Account
		#
Subject	RESOLUTION 2018-XX APPROVING THE FINAL PLAT FOR GRAND LANDINGS PHASE 3B REPLAT.	
Background :	<p>The Grand Landings – Phase 3B subdivision is 38.96 acres of land located near to South Hummingbird Place and Hummingbird Court.</p> <p>The Comprehensive Plan Future Land Use designation is Residential. The Official zoning assigned is Master Planned Development (MPD) approved as May 6, 2014 by the Palm Coast City Council. The approved Ordinance – Ordinance # 2014-11, was amended in the spring of 2018 via Ordinance 2018-07.</p> <p>The applicant, the Finley Engineering Group, representing the property owner JTL Grand Landings Development LLC, proposes to subdivide the land into 42 single- family lots with private rights-of-way. The proposed lots meet the minimum requirements of the ULDC and the MPD agreement. Grand Landings Phase 3B also meets the minimum requirements of Florida Statutes, Chapter 177.</p>	
Recommended Action :	Adopt Resolution 2018-XX approving Grand Landings Phase 3B replat subject to submittal and approval of the required maintenance bond.	

RESOLUTION 2018-_____
GRAND LANDINGS – PHASE 3B REPLAT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE REPLAT OF A PART OF TRACT “C,” GRAND LANDINGS PHASE I SUBDIVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 21, 2018, Application # 3337, (hereinafter the Application) was submitted by Finley Engineering Group representing property owner JTL Grand Landings Development, LLC, to the City of Palm Coast Community Development Department for approval of a replat of a part of Tract “C” in Grand Landings Phase I subdivision; and

WHEREAS, the City has reviewed the development proposal and has determined that it is in accordance with the codes, ordinances and land development regulations of the City; and

WHEREAS, the City has reviewed the development proposal and has determined that conditions are required to be satisfied prior to the Mayor executing the replat, and

WHEREAS, the City Council authorizes the Mayor to execute the replat and authorize the City Manager, or designee, to take other implementing actions relative to the Application.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Coast, Flagler County, Florida, that:

SECTION 1. APPROVAL APPLICATION/FINDINGS. The development approval sought under and pursuant to the Application is consistent with the City of Palm Coast Comprehensive Plan and development of the property will be subject to, and consistent with and in compliance with, applicable land development regulations and all other applicable regulations and ordinances as set forth in the Code of Ordinances of the City of Palm Coast.

SECTION 2. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 3. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4. IMPLEMENTING ACTIONS. The City Manager, or designee, is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 17th day of September 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

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



2017 FDOT Imagery

Location Map



Grand Landings Phase 3B

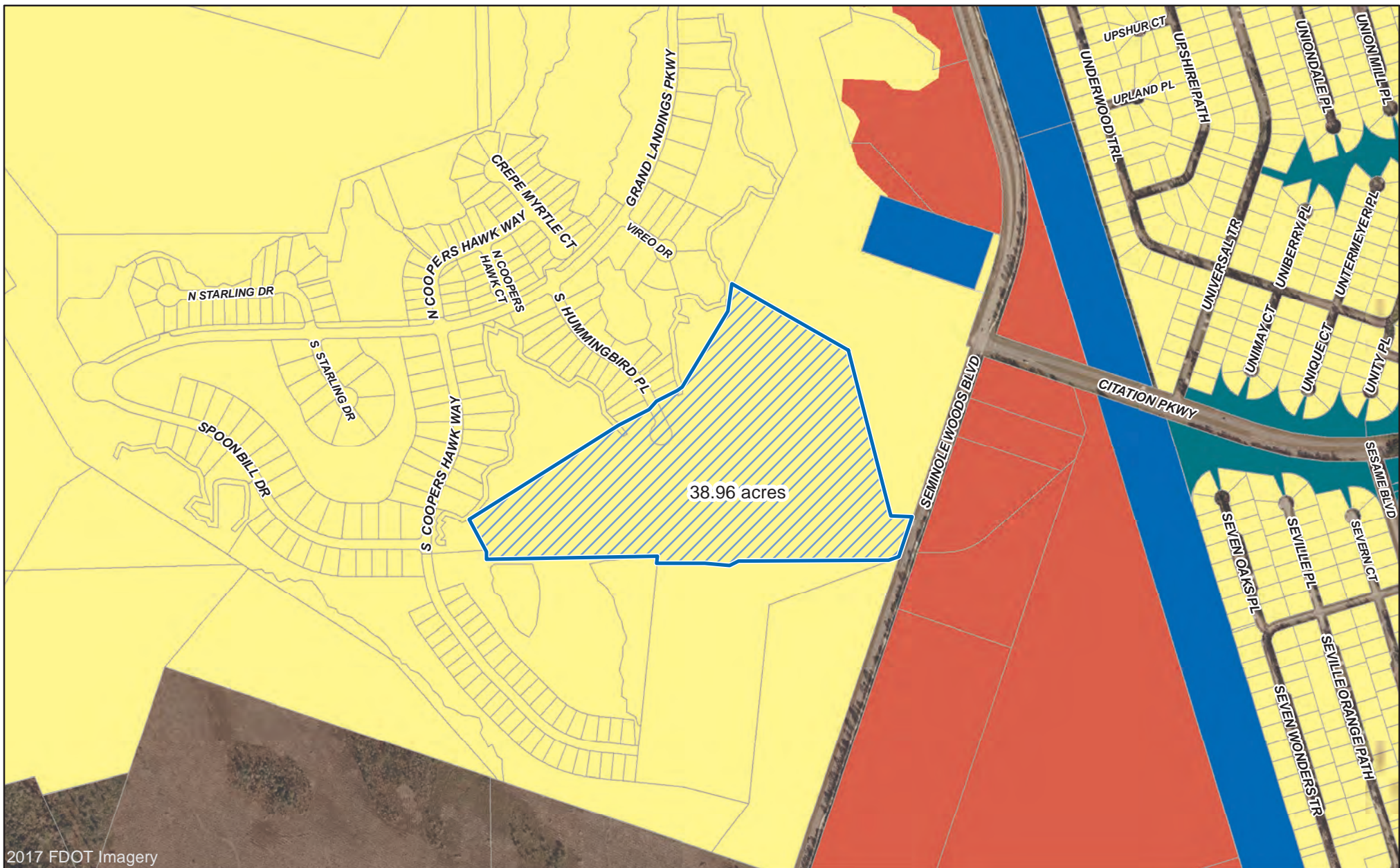


Map Provided by the GIS Division

Date: 8/31/2017



0 400 800
Feet



Future Land Use Map



Grand Landings Phase 3B

Palm Coast FLUM Classifications



Greenbelt



Mixed Use



Institutional



Residential

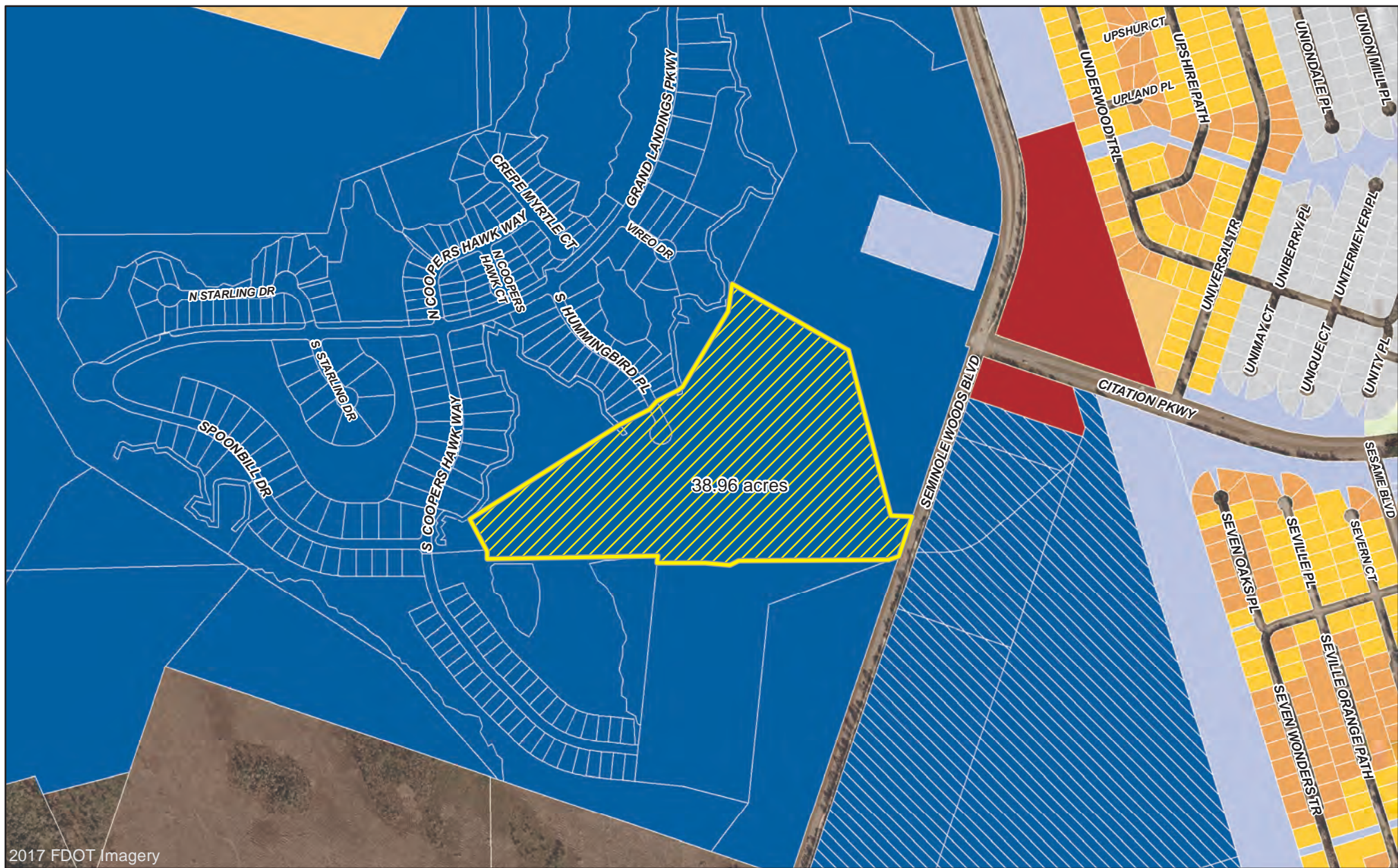


Map Provided by the GIS Division

Date: 8/31/2017



0 400 800
Feet



2017 FDOT Imagery

Zoning Map

Palm Coast Zoning Districts

	COM-3		EST-1		SFR-1		SFR-3
	DPX		PSP		SFR-2		
	MPD Post 11-16-08 Designation			MPD Pre 11-16-08 Designation			



Grand Landings Phase 3B



Map Provided by the GIS Division

Date: 8/31/2017

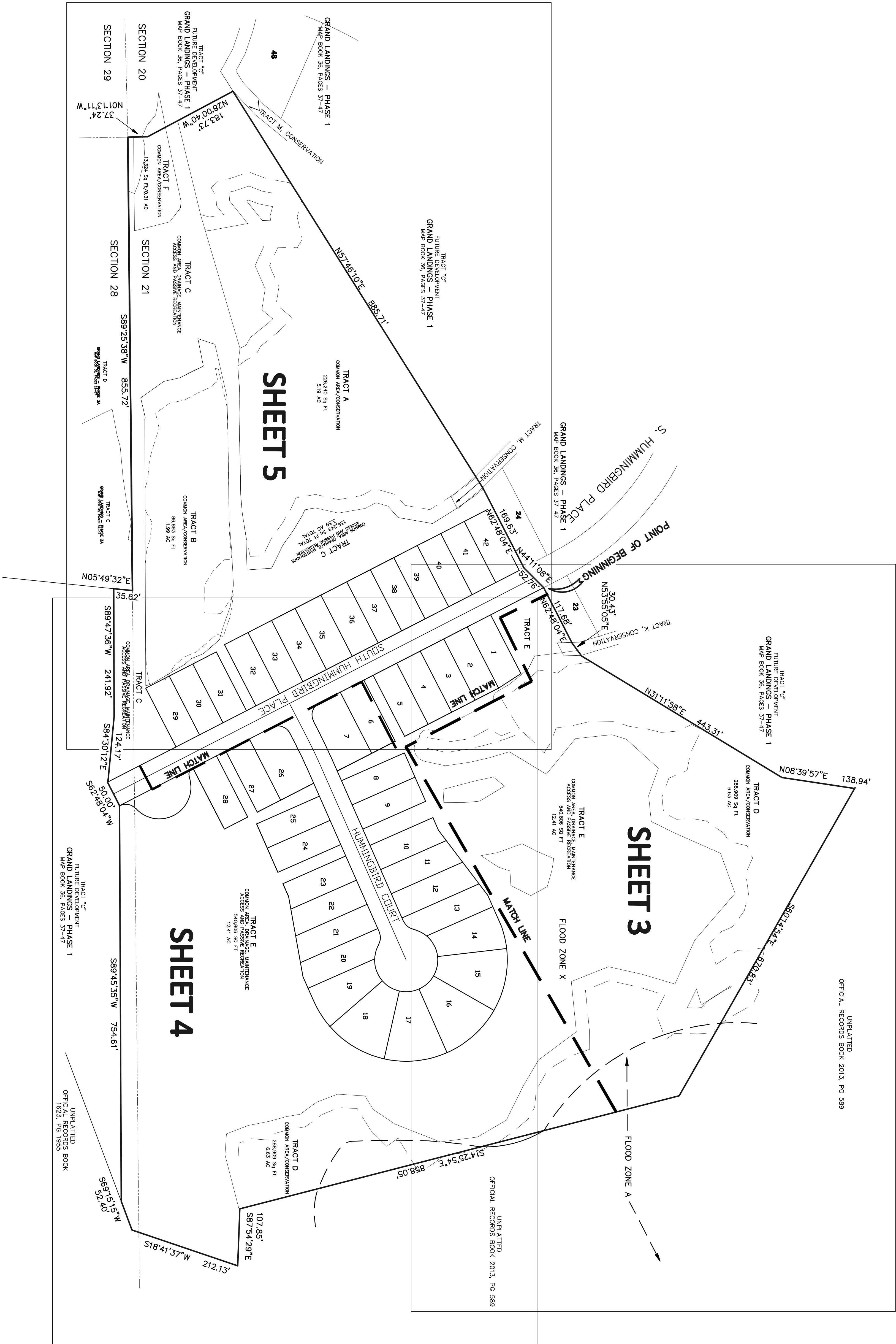
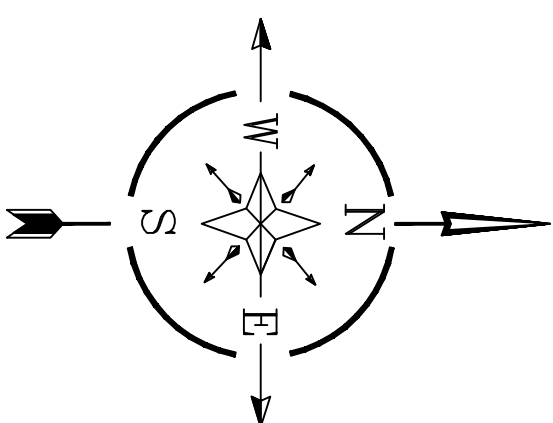
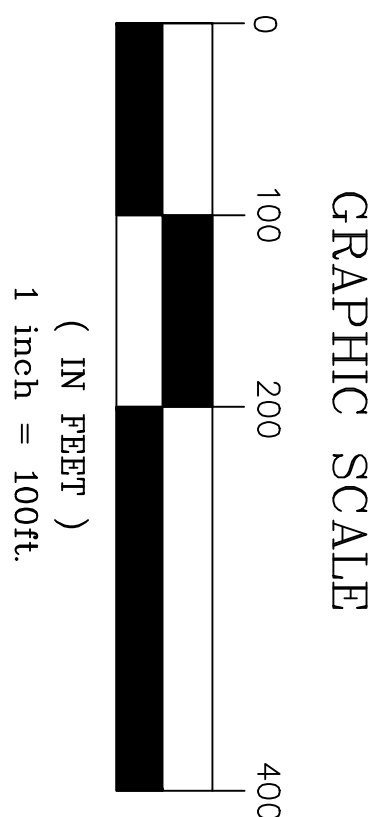


0 400 800 Feet

(SEE SHEET 1 FOR GENERAL NOTES)

GRAND LANDINGS – PHASE 3B

BEING A REPLAT OF A PORTION OF TRACTS C, K, AND M, AND S, HUMMINGBIRD PLACE, GRAND LANDINGS—PHASE 1, AS RECORDED IN MAP BOOK 36, PAGES 37 THROUGH 47, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 20, THE SOUTHWEST 1/4 SECTION 21, AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA.

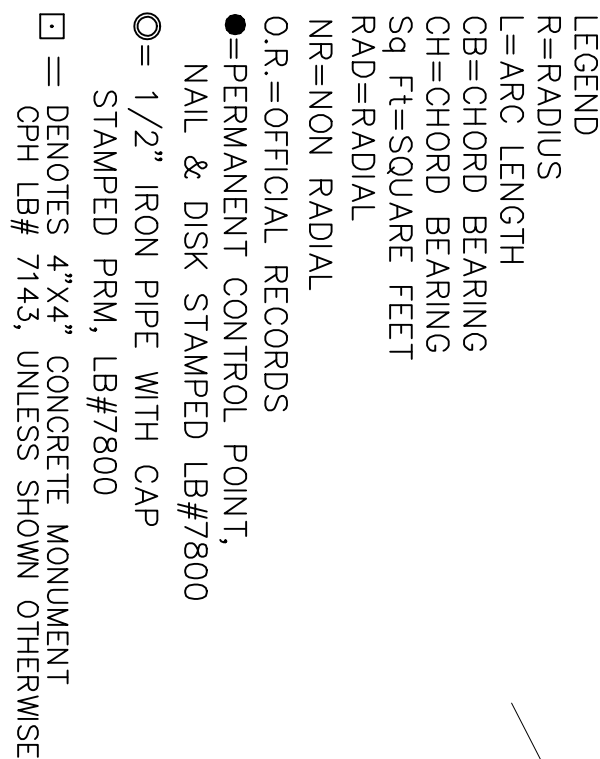


KEY MAP

BEING A REPLAT OF A PORTION OF TRACTS C, K, AND M, AND S. HUMMINGBIRD PLACE,
GRAND LANDING-PHASE 1 AS RECORDED IN MAP BOOK 36, PAGES 37 THROUGH

PLAY BOOK _____ PAGE _____
 SHEET 3 OF 5 SHEETS
 (SEE SHEET 1 FOR GENERAL NOTES)

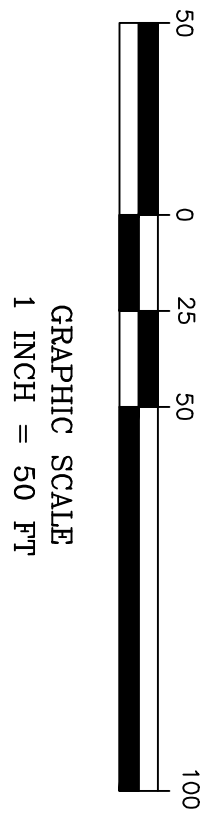
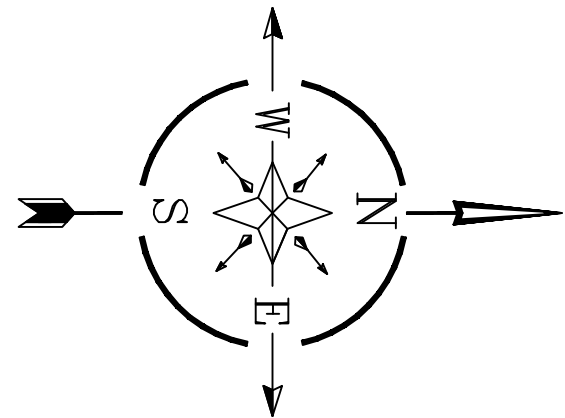
CURVE TABLE		
CURVE	LENGTH	RADIUS
C27	21.87	15.00
C28	27.03	15.00
C29	56.27	25.00



PREPARED BY:
B.H. AND ASSOCIATES
21P UTILITY DRIVE
PALM COAST, FLORIDA 32137
PHONE (386) 283-4561

GRAND LANDINGS – PHASE 3B

BEING A REPLAT OF A PORTION OF TRACTS C, K, AND M, AND S, HUMMINGBIRD PLACE, GRAND LANDINGS—PHASE 1, AS RECORDED IN MAP BOOK 36, PAGES 37 THROUGH 47, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 20, THE SOUTHWEST 1/4 SECTION 21, AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA.

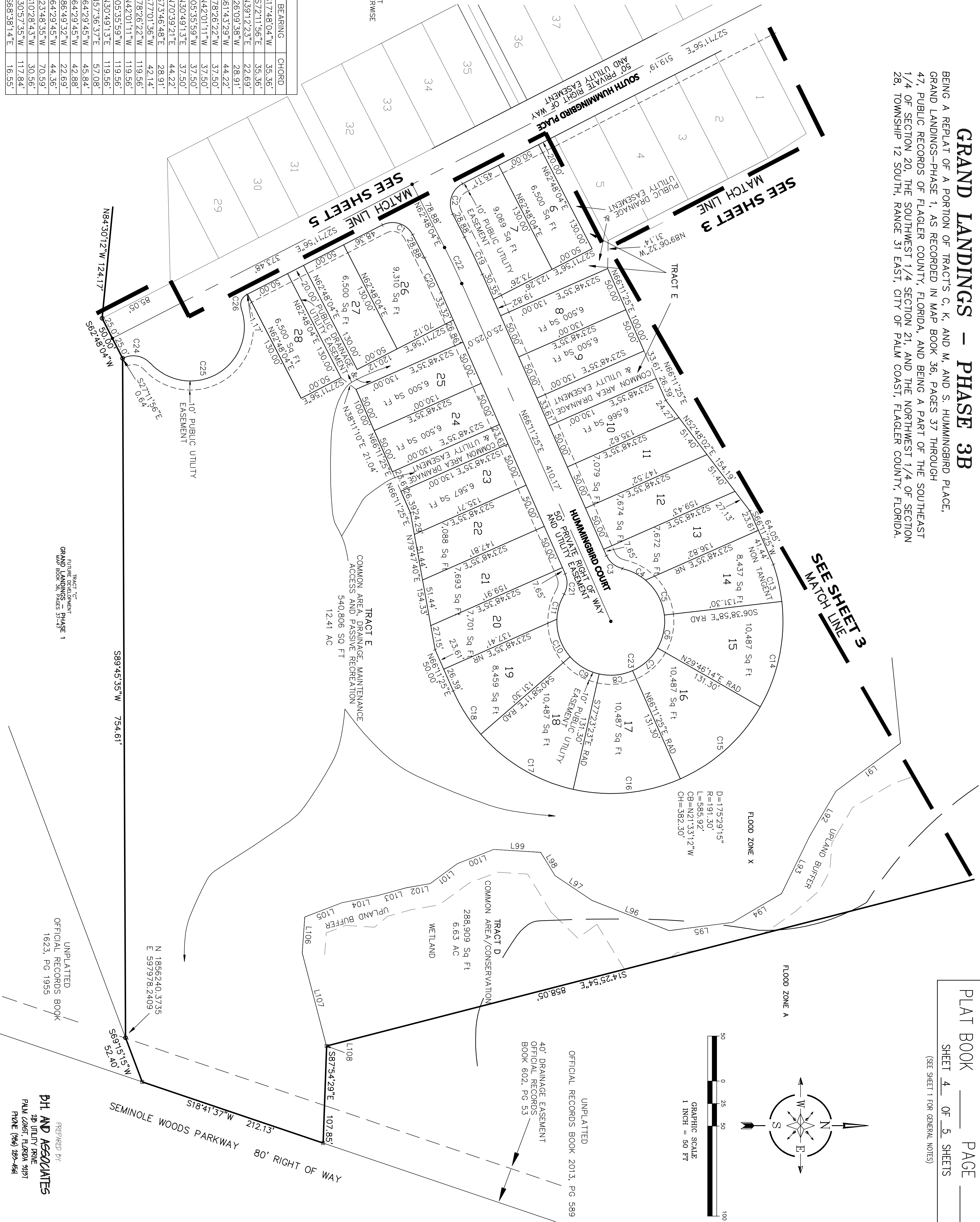


UNPLATTED
OFFICIAL RECORDS BOOK 2013, PG 589

40' DRAINAGE EASEMENT
OFFICIAL RECORDS
BOOK 602, PG 53

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	39.27'	25.00'	90.00.00"	S17°48.04"W
C2	39.27'	25.00'	90.00.00"	S72°11.56"E
C3	23.55'	25.00'	53°58.05"	N39°12.23'E
C4	29.19'	60.00'	27°52.37"	S26°09.38"W
C5	45.29'	60.00'	43°15.05"	S61°43.29"W
C6	38.14'	60.00'	36°25.12"	N78°26.22"W
C7	38.14'	60.00'	36°25.12"	N42°01.11"W
C8	38.14'	60.00'	36°25.12"	N05°35.59"W
C9	38.14'	60.00'	36°25.12"	N30°49.13'E
C10	45.29'	60.00'	43°15.05"	N70°39.21'E
C11	29.19'	60.00'	27°52.37"	S73°46.48'E
C13	42.23'	191.30'	12°38.51"	S77°01.36"W
C14	121.60'	191.30'	36°25.12"	N78°26.22"W
C15	121.60'	191.30'	36°25.12"	N42°01.11"W
C16	121.60'	191.30'	36°25.12"	N05°35.59"W
C17	121.60'	191.30'	36°25.12"	N30°49.13'E
C18	57.29'	191.30'	17°09.37"	N57°36.37'E
C19	45.84'	775.00'	3°23.21"	S64°29.45"W
C20	42.89'	725.00'	3°23.21"	S64°29.45"W
C21	23.55'	25.00'	53°58.05"	N86°49.32"W
C22	44.36'	750.00'	3°23.21"	S64°29.45"W
C23	301.53'	60.00'	287°56.10"	N23°48.35"W
C24	32.88'	25.00'	75°21.19"	S10°28.43"W
C25	165.70'	60.00'	158°13.55"	N30°57.35"W
C26	18.08'	12.50'	82°52.37"	S68°38.14"E

- LEGEND
R=RADIUS
L=ARC LENGTH
CH=CHORD BEARING
SQ FT=SQUARE FEET
RAD=RADIAL
NR=NON RADIAL
OR=OFFICIAL RECORDS
●=PERMANENT CONTROL POINT.
○= 1/2" IRON PIPE WITH CAP
NAIL & DISK STAMPED LB#7800
STAMPED PRM, LB#7800
□ = DENOTES 4"x4" CONCRETE MONUMENT
CPH LB# 7143, UNLESS SHOWN OTHERWISE



TRACT "C"
FUTURE DEVELOPMENT
GRAND LANDINGS PHASE 1
AND BOOK 36, PAGES 37-47

UNPLATTED
OFFICIAL RECORDS BOOK
1623, PG 1955

PREPARED BY:
BH AND ASSOCIATES
126 UTILITY DRIVE
PALM COAST, FLORIDA 32971
PHONE (386) 285-4561

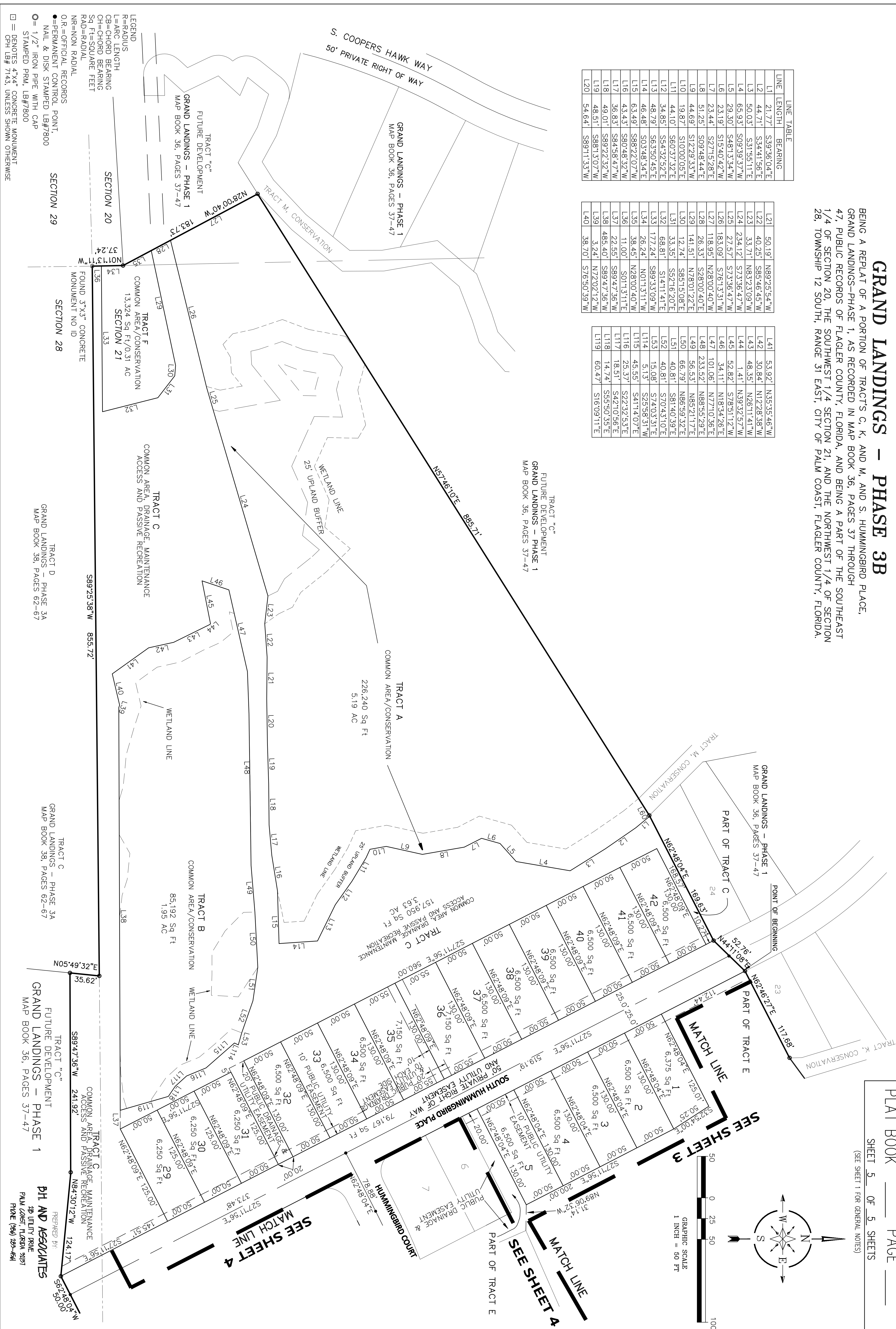
GRAND LANDINGS - PHASE 3B

BEING A REPLAT OF A PORTION OF TRACTS C, K, AND M, AND S. HUMMINGBIRD PLACE, GRAND LANDINGS--PHASE 1, AS RECORDED IN MAP BOOK 36, PAGES 37 THROUGH 47, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 20, THE SOUTHWEST 1/4 SECTION 21, AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA.

LINE TABLE		
LINE	LENGTH	BEARING
L1	21.77°	S39.36.04"E
L2	44.71°	S34.41.56"E
L3	50.03°	S31.55.11"E
L4	65.93°	S09.39.57"W
L5	29.30°	S45.13.54"W
L6	23.19°	S15.40.42"W
L7	23.44°	S27.15.28"E
L8	51.25°	S09.48.44"E
L9	44.69°	S12.29.53"W
L10	19.87°	S10.00.05"E
L11	44.10°	S60.37.32"E
L12	34.85°	S54.32.52"E
L13	48.79°	S63.50.45"E
L14	46.48°	S03.48.34"E
L15	63.49°	S88.22.07"W
L16	36.43°	S80.48.52"W
L17	43.83°	S84.58.47"W
L18	49.01°	S89.22.52"W
L19	48.57°	S88.11.33"W
L20	54.64°	S89.11.07"W

L21	50.19	S89.25.54.W
L22	40.25	S88.46.45.W
L23	33.71	S85.23.09.W
L24	22.54	S73.56.47.W
L25	27.57	S73.36.47.W
L26	183.09	S76.13.31.W
L27	118.93	S28.00.40.W
L28	26.33	S28.00.40.W
L29	141.51	N78.01.22.E
L30	12.74	S85.15.08.E
L31	33.35	S52.16.20.E
L32	68.81	S14.11.41.E
L33	177.24	S89.33.09.W
L34	26.24	N01.31.13.W
L35	38.45	N28.00.40.W
L36	11.00	S01.31.37.E
L37	22.55	S88.47.36.W
L38	48.50	S88.47.36.W
L39	3.24	N72.02.11.W
L40	38.70	S76.50.39.W

L41	53.92	N35.35.58.74
L42	30.84	N12.28.58.74
L43	48.35	N26.11.41.74
L44	1.41	N39.51.52.74
L45	52.82	S78.51.27.74
L46	34.11	N18.34.26.74
L47	10.16	N77.10.36.74
L48	23.52	N88.55.29.74
L49	56.53	N85.21.17.74
L50	66.79	N68.59.32.74
L51	40.81	S81.40.39.74
L52	40.81	S70.43.10.74
L53	15.08	S74.03.31.74
L14	5.13	S25.88.31.74
L15	25.57	S41.14.03.74
L16	45.37	S22.32.52.74
L17	18.57	S42.10.36.74
L18	14.74	S36.50.35.74
L119	60.47	S16.09.11.74



City of Palm Coast, Florida

Agenda Item

Agenda Date: 09/18/2018

Department	PLANNING	Amount
Item Key	3896	Account
Subject	RESOLUTION 2018-XX APPROVING THE FINAL PLAT FOR GRAND LANDINGS PHASE 3C.	
Background : The Grand Landings – Phase 3C subdivision is 16.77 acres of land located near to South Hummingbird Place. The Comprehensive Plan Future Land Use designation is Residential. The Official zoning assigned is Master Planned Development (MPD) approved as May 6, 2014 by the Palm Coast City Council. The approved Ordinance – Ordinance # 2014-11, was amended in the spring of 2018 via Ordinance 2018-07. The applicant, the Finley Engineering Group, representing the property owner JTL Grand Landings Development LLC, proposes to subdivide the land into 26 single- family lots with private rights-of-way. The proposed lots meet the minimum requirements of the ULDC and the MPD agreement. Grand Landings Phase 3C also meets the minimum requirements of Florida Statutes, Chapter 177.		
Recommended Action : Adopt Resolution 2018-XX approving Grand Landings Phase 3C replat subject to City acceptance and approval of a maintenance bond prior to plat recording.		

RESOLUTION 2018-_____
GRAND LANDINGS – PHASE 3C REPLAT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING APPLICATION # 3338 FOR THE REPLAT OF A PART OF TRACT “C,” GRAND LANDINGS PHASE I SUBDIVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 21, 2018, Application # 3338, (hereinafter the Application) was submitted by Finley Engineering Group representing property owner JTL Grand Landings Development, LLC, to the City of Palm Coast Community Development Department for approval of a replat of a part of Tract “C” in Grand Landings Phase I subdivision; and

WHEREAS, the City has reviewed the development proposal and has determined that it is in accordance with the codes, ordinances and land development regulations of the City; and

WHEREAS, the City has reviewed the development proposal and has determined that conditions are required to be satisfied prior to the Mayor executing the replat, and

WHEREAS, the City Council authorizes the Mayor to execute the replat and authorize the City Manager, or designee, to take other implementing actions relative to the Application.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Coast, Flagler County, Florida, that:

SECTION 1. APPROVAL APPLICATION/FINDINGS. The development approval sought under and pursuant to the Application is consistent with the City of Palm Coast Comprehensive Plan and development of the property will be subject to, and consistent with and in compliance with, applicable land development regulations and all other applicable regulations and ordinances as set forth in the Code of Ordinances of the City of Palm Coast.

SECTION 2. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction,

such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 3. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4. IMPLEMENTING ACTIONS. The City Manager, or designee, is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 18th day of September 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

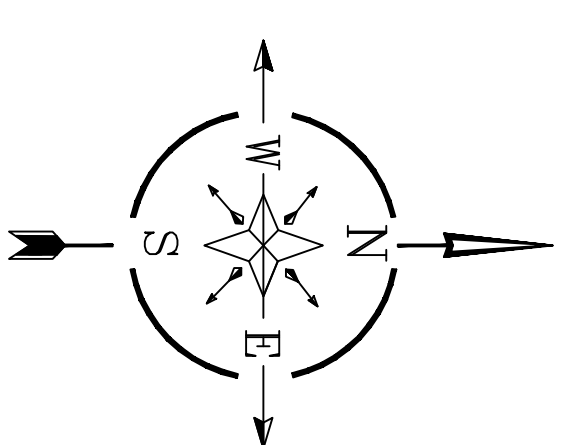
William E. Reischmann, Jr., Esq.
City Attorney

(SEE SHEET 1 FOR GENERAL NOTES)

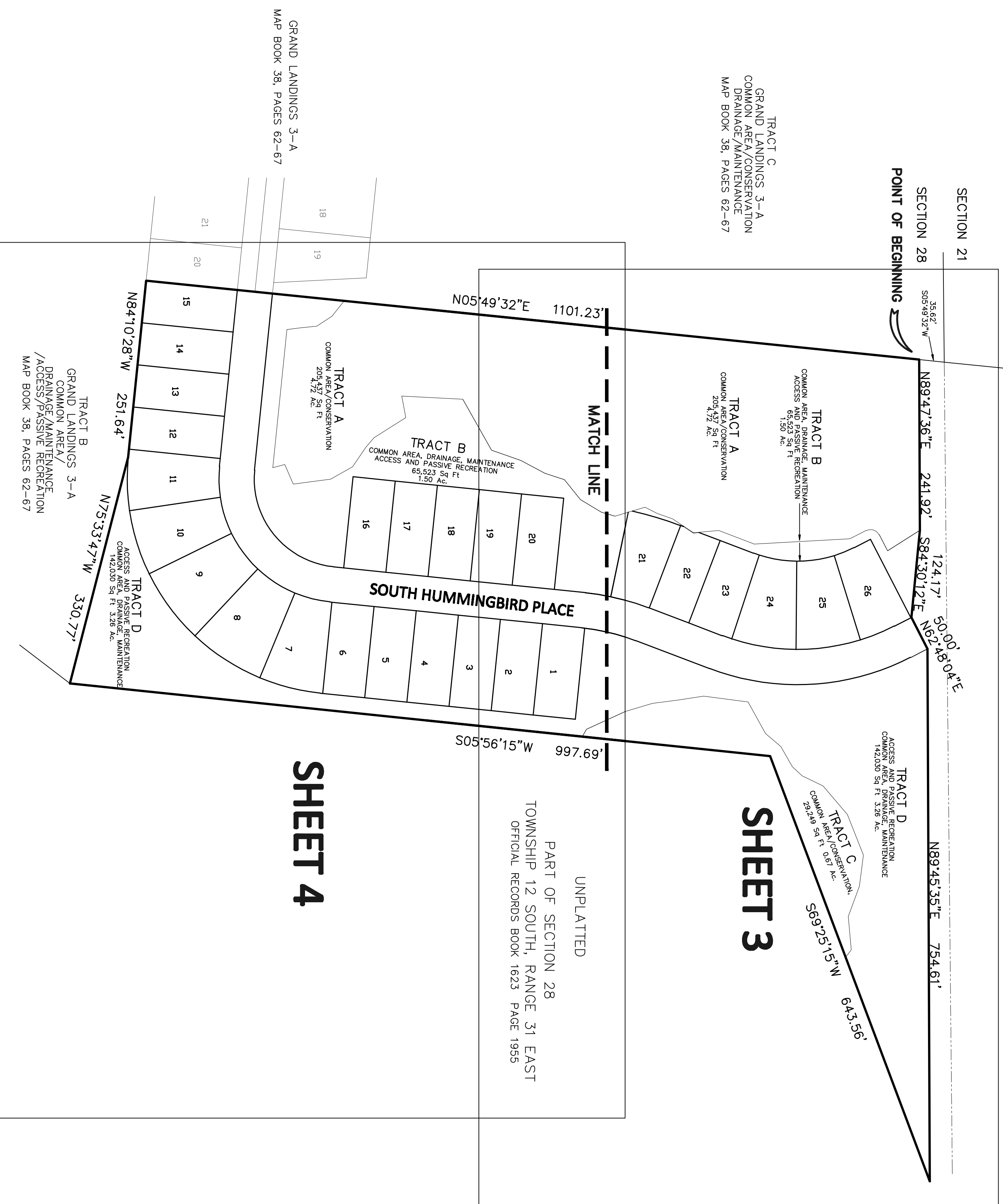
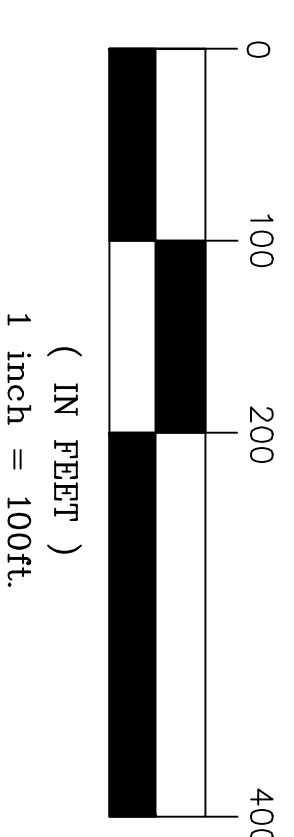
GRAND LANDINGS – PHASE 3C

BEING A REPLAT OF A PORTION OF TRACT C, GRAND LANDINGS—PHASE 1, AS RECORDED IN MAP BOOK 36, PAGES 37 THROUGH 47, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND BEING A PART OF THE THE NORTHWEST 1/4 SECTION 28, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA.

TRACT "C"
FUTURE DEVELOPMENT
GRAND LANDINGS – PHASE 1
MAP BOOK 36, PAGES 37–47



GRAPHIC SCALE



TRACT C
GRAND LANDINGS 3-A
COMMON AREA/CONSERVATION
DRAINAGE/MAINTENANCE
MAP BOOK 38, PAGES 62-67

GRAND LANDINGS 3-A
MAP BOOK 38, PAGES 62-67

SHEET 4

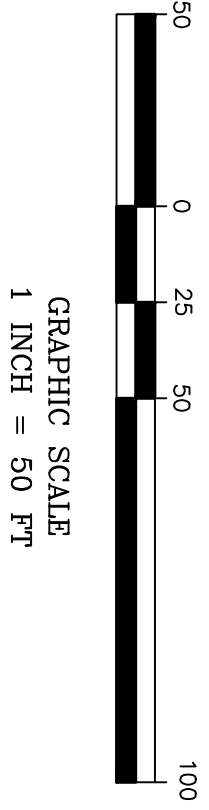
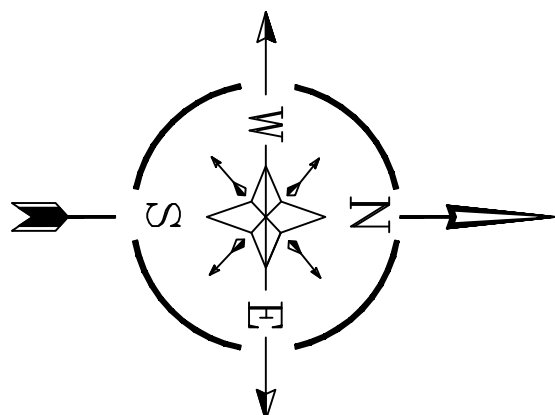
SHEET 3

KEY MAP

(SEE SHEET 1 FOR GENERAL NOTES)

GRAND LANDINGS - PHASE 3C

BING A REPLAT OF A PORTION OF TRACT C, GRAND LANDINGS--PHASE 1, AS RECORDED IN MAP BOOK 36, PAGES 37 THROUGH 47, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND BEING A PART OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA.



SECTION 21

TRACT "C"
FUTURE DEVELOPMENT
GRAND LANDINGS - PHASE 1
MAP BOOK 36, PAGES 37-47

SECTION 28

POINT OF BEGINNING

TRACT C
GRAND LANDINGS PHASE 3-A
COMMON AREA/CONSERVATION
/DRAINAGE/MAINTENANCE
MAP BOOK 38, PAGES 62-67

TRACT B
COMMON AREA, DRAINAGE, MAINTENANCE
ACCESS AND PASSIVE RECREATION
85,523 Sq Ft 1.50 Ac.

TRACT A
COMMON AREA/CONSERVATION
205,437 Sq Ft
4.72 Ac.

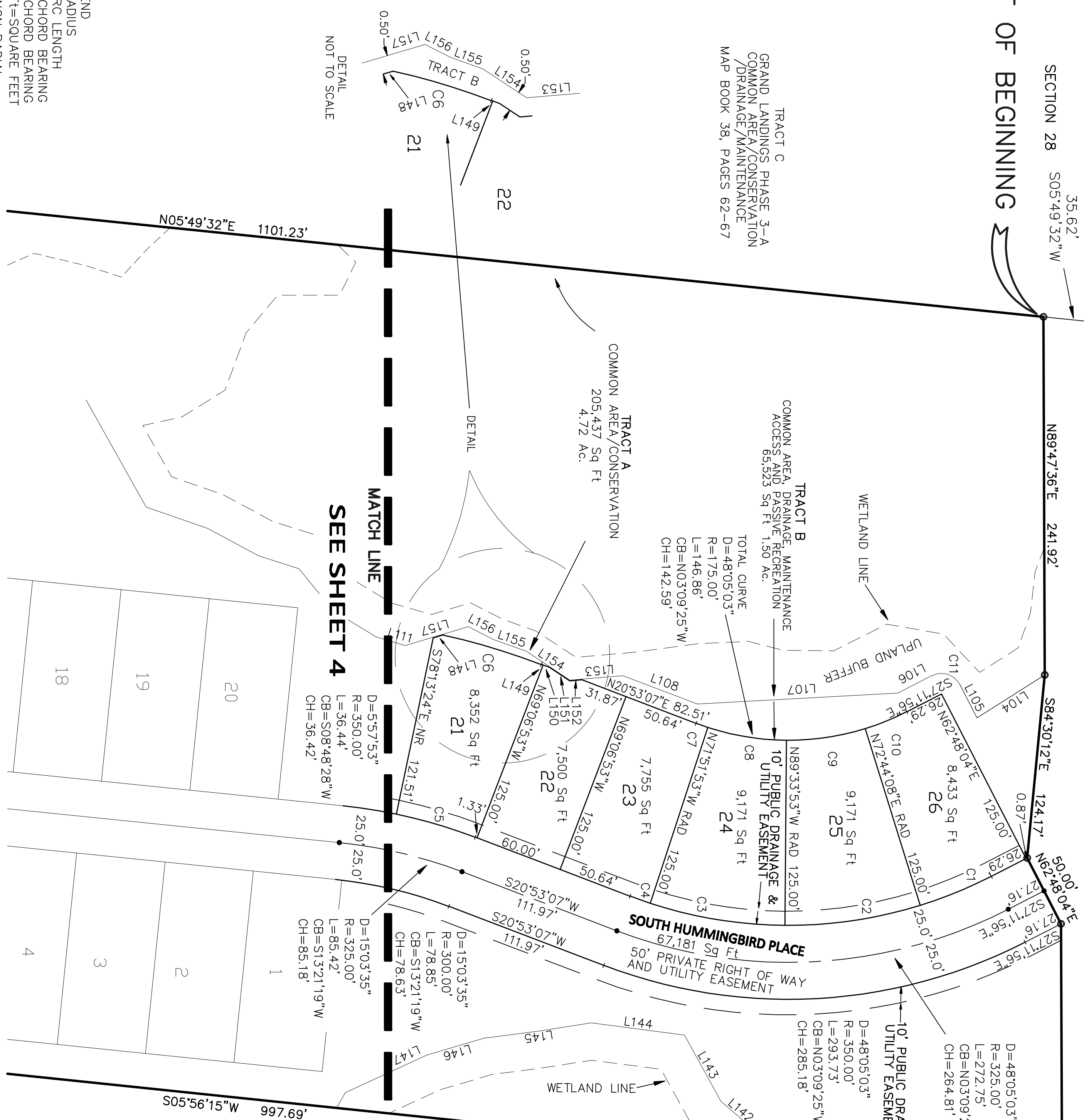
TRACT D
ACCESS AND PASSIVE RECREATION
COMMON AREA, DRAINAGE, MAINTENANCE
142,050 Sq Ft
3.26 Ac.

TRACT C
COMMON AREA/CONSERVATION
0.67 Ac.

UNPLATTED
PART OF SECTION 28
TOWNSHIP 12 SOUTH, RANGE 31 EAST
OFFICIAL RECORDS BOOK 1623 PAGE 1955

LINE	LENGTH	BEARING
L104	54.17	S32°21'00"E
L105	25.37	S62°48'04"W
L106	25.86	S27°11'56"E
L107	135.64	S03°09'25"E
L108	53.90	S20°53'07"W
L109	77.42	S16°19'51"W
L110	12.65	S78°13'24"E
L111	20.38	S16°07'22"W
L113	13.29	N52°48'21"W
L134	47.35	S84°50'52"W
L135	45.63	N69°51'47"W
L136	44.59	N82°48'53"W
L137	61.86	S68°37'06"W
L138	53.19	S49°33'45"W
L139	32.88	S25°42'50"W
L140	18.99	S42°17'47"W
L141	32.84	S60°23'00"W
L142	28.63	S40°34'56"W
L143	51.08	S61°08'59"W
L144	63.52	S07°30'46"W
L145	73.31	S08°10'24"E
L146	40.18	S16°27'08"E
L147	60.67	S24°43'34"E
L148	7.23	N16°37'10"W
L149	1.24	N20°53'07"E
L150	4.68	N20°53'07"E
L151	16.44	N33°23'35"E
L152	8.21	N04°48'49"W
L153	35.83	S04°48'49"E
L154	35.57	S33°23'35"W
L155	23.33	S19°33'03"W
L156	19.07	S27°10'35"W
L157	44.47	S16°37'10"E

L157	44.47	S27°10'35"W
L156	19.07	S27°10'35"W
L155	23.33	S19°33'03"W
L154	35.57	S33°23'35"W
L153	35.83	S04°48'49"E
L152	8.21	N04°48'49"W
L151	16.44	N33°23'35"E
L150	4.68	N20°53'07"E
L149	1.24	N20°53'07"E
L148	7.23	N16°37'10"W
L147	60.67	S24°43'34"E
L146	40.18	S16°27'08"E
L145	73.31	S08°10'24"E
L144	63.52	S07°30'46"W
L143	51.08	S61°08'59"W
L142	28.63	S40°34'56"W
L141	32.84	S60°23'00"W
L140	18.99	S42°17'47"W
L139	32.88	S25°42'50"W
L138	53.19	S49°33'45"W
L137	61.86	S68°37'06"W
L136	44.59	N82°48'53"W
L135	45.63	N69°51'47"W
L134	47.35	S84°50'52"W
L133	13.29	N52°48'21"W
L111	20.38	S16°07'22"W
L110	12.65	S78°13'24"E
L109	77.42	S16°19'51"W
L108	53.90	S20°53'07"W
L107	135.64	S03°09'25"E
L106	25.86	S27°11'56"E
L105	25.37	S62°48'04"W
L104	54.17	S32°21'00"E



LEGEND
R=ARC LENGTH
L=CHORD BEARING
CH=CHORD BEARING
Sq Ft=SQUARE FEET
NR=NON RADIAL
RAD=RADIAL
O.R.=OFFICIAL RECORDS
●=PERMANENT CONTROL POINT,
NAIL & DISK STAMPED LB#7800
○= 1/2" IRON PIPE WITH CAP
□ = STAMPED PRM, LB#7800
□ = DENOTES 4"x4" CONCRETE MONUMENT
CPH LB# 7143

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	52.02'	300.00'	9°56.04"	N22°13'54"W	51.95'
C2	92.68'	300.00'	17°41'59"	N08°24'52"W	92.31'
C3	92.68'	300.00'	17°41'59"	N09°17'07"E	92.31'
C4	14.40'	300.00'	2°45'00"	N19°30'37"E	14.40'
C5	55.56'	350.00'	9°05'42"	S16°20'16"W	55.50'
C6	69.15'	475.00'	8°20'29"	S16°42'52"W	69.09'
C7	8.40'	175.00'	2°45'00"	N19°30'37"E	8.40'
C8	54.06'	175.00'	17°41'59"	N09°17'07"E	53.85'
C9	54.06'	175.00'	17°41'59"	N08°24'52"W	53.85'
C10	30.34'	175.00'	9°56.04"	N22°13'54"W	30.31'
C11	21.99'	14.00'	90°00'00"	S17°48'04"W	19.80'
C12	19.63'	12.50'	90°00'00"	S33°13'24"E	17.68'

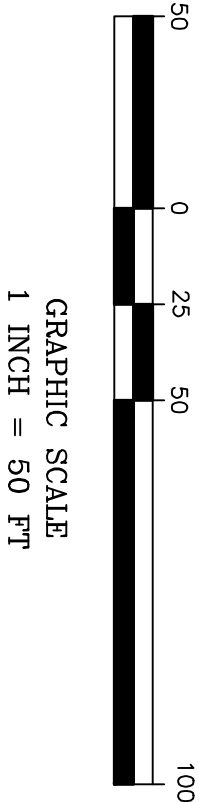
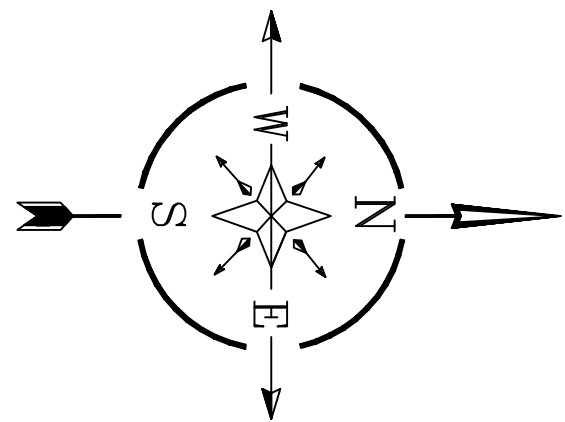
GRAND LANDINGS – PHASE 3C

BEING A REPLAT OF A PORTION OF TRACT C, GRAND LANDINGS--PHASE 1,
AS RECORDED IN MAP BOOK 36, PAGES 37 THROUGH 47, PUBLIC RECORDS
OF FLAGLER COUNTY, FLORIDA, AND BEING A PART OF THE NORTHWEST 1/4
OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST,
FLAGLER COUNTY, FLORIDA.

SEE SHEET 3

MATCH LINE

D=150'3.35"
R=325.00'
L=83.42'
CB=S13°21'19"W
CH=85.18'



LINE TABLE		
LINE	LENGTH	BEARING
L111	25.23'	S16°07'22"W
L112	34.46'	S31°17'59"W
L113	36.29'	S51°13'46"W
L114	28.80'	S17°44'46"W
L115	39.00'	S28°10'11"W
L116	43.93'	S19°04'57"W
L117	82.96'	S60°44'11"W
L118	86.82'	S02°59'46"W
L119	31.05'	N79°16'59"E
L120	53.19'	S32°36'50"E
L121	18.11'	S49°14'00"E
L122	33.30'	S55°31'51"E
L123	35.54'	S29°15'09"E
L124	53.32'	S07°36'01"E
L125	30.27'	S66°33'38"W
L126	17.62'	S14°47'43"E
L127	196.68'	N84°10'28"W
L128	17.68'	N07°37'20"W
L129	25.00'	N05°45'51"W
L130	25.84'	N33°10'01"W
L131	27.65'	N51°40'58"W
L132	102.06'	S05°48'26"W
L147	60.67'	S24°43'34"E
L148	11.87'	S60°28'32"E

UNPLATTED
PART OF SECTION 28
TOWNSHIP 12 SOUTH, RANGE 31 EAST
OFFICIAL RECORDS BOOK 1623 PAGE 1955

TRACT C
PHASE 3-A
COMMON AREA/CONSERVATION
/DRAINAGE/MAINTENANCE
MAP BOOK 38, PAGES 62-67

GRAND LANDINGS PHASE 3-A
MAP BOOK 38, PAGES 62-67

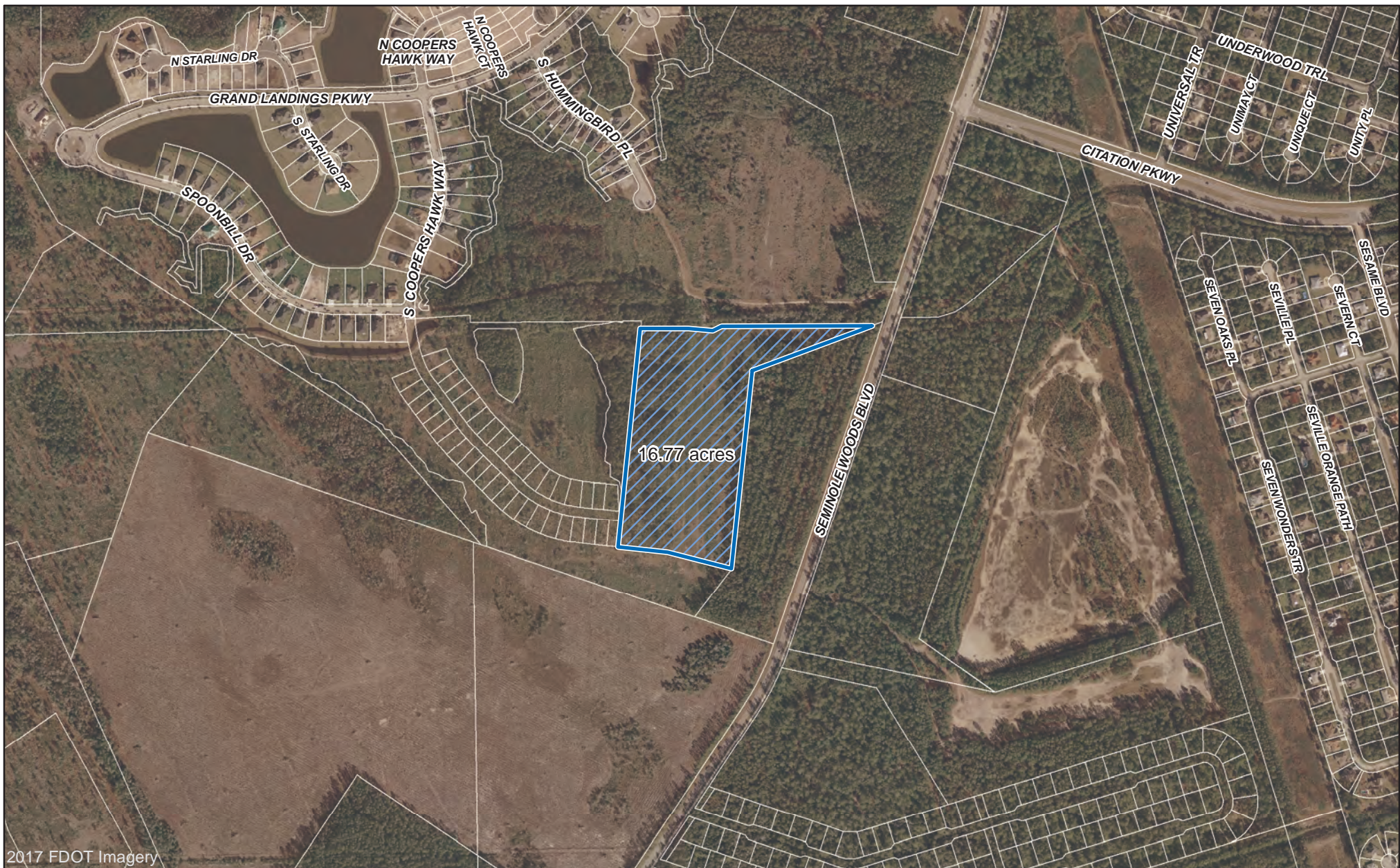


TRACT B
GRAND LANDINGS 3-A
COMMON AREA/PASSIVE RECREATION
/ACCESS/MAINTENANCE
MAP BOOK 38, PAGES 62-67

TRACT D
ACCESS AND PASSIVE RECREATION
COMMON AREA, DRAINAGE, MAINTENANCE
142,030 Sq Ft
3.26 Ac.

STATE PLANE COORDINATES
N 1855022.2349
E 397275.2305

- LEGEND
- R=RADIUS
 - L=ARC LENGTH
 - CB=CHORD BEARING
 - CH=CHORD BEARING
 - Sq Ft=SQUARE FEET
 - RAD=RADIAL
 - OR=OFFICIAL RECORDS
 - =PERMANENT CONTROL POINT, NAIL & DISK STAMPED LB#7800
 - = 1/2" IRON PIPE WITH CAP
 - STAMPED PRM, LB#7800
 - = DENOTES 4"x4" CONCRETE MONUMENT
 - CPH LB# 7143



Location Map



Grand Landings Phase 3C

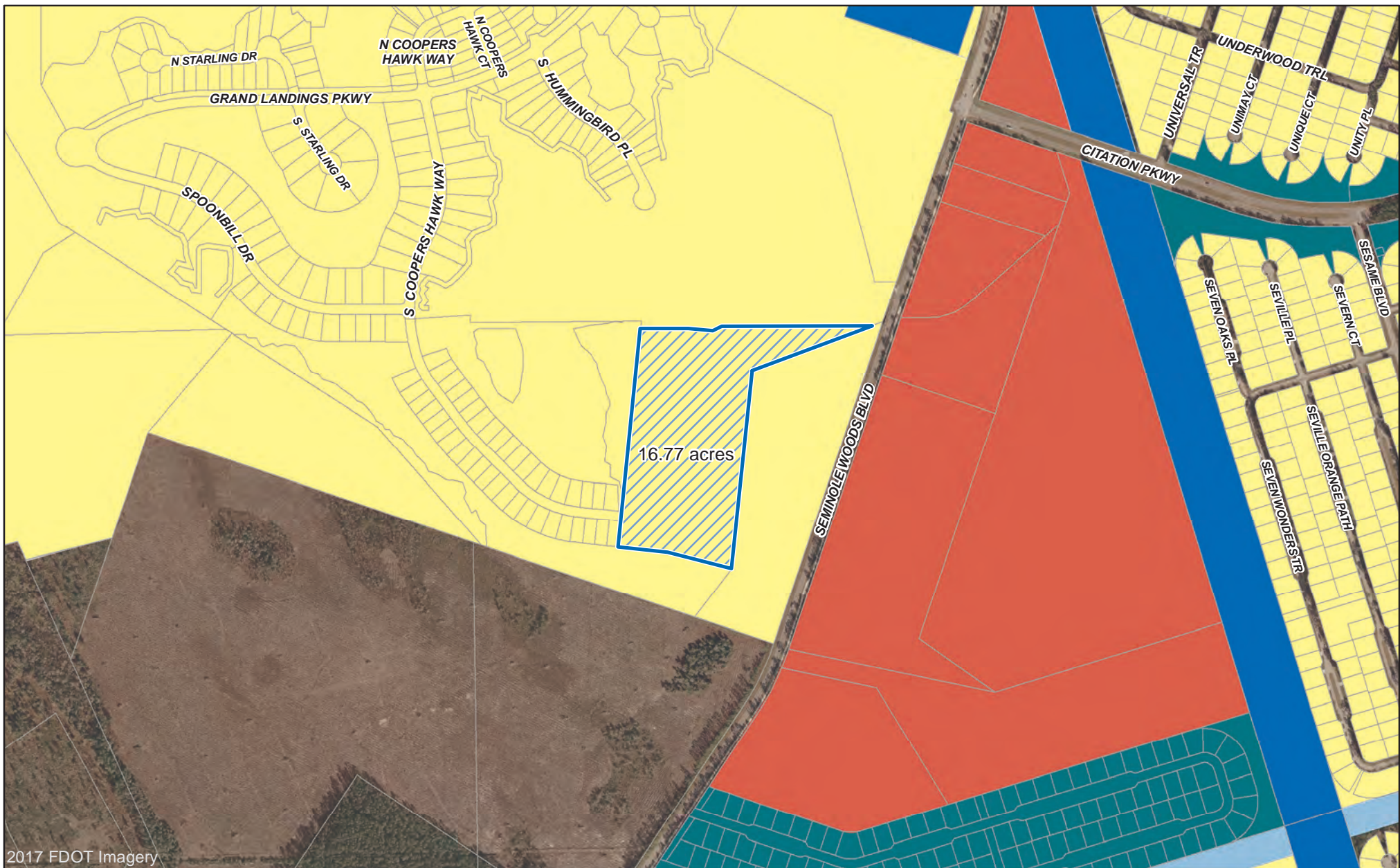


Map Provided by the GIS Division

Date: 8/31/2017



0 400 800
Feet



Future Land Use Map



Grand Landings Phase 3C

Palm Coast FLUM Classifications



Canals



Institutional



Residential



Greenbelt



Mixed Use

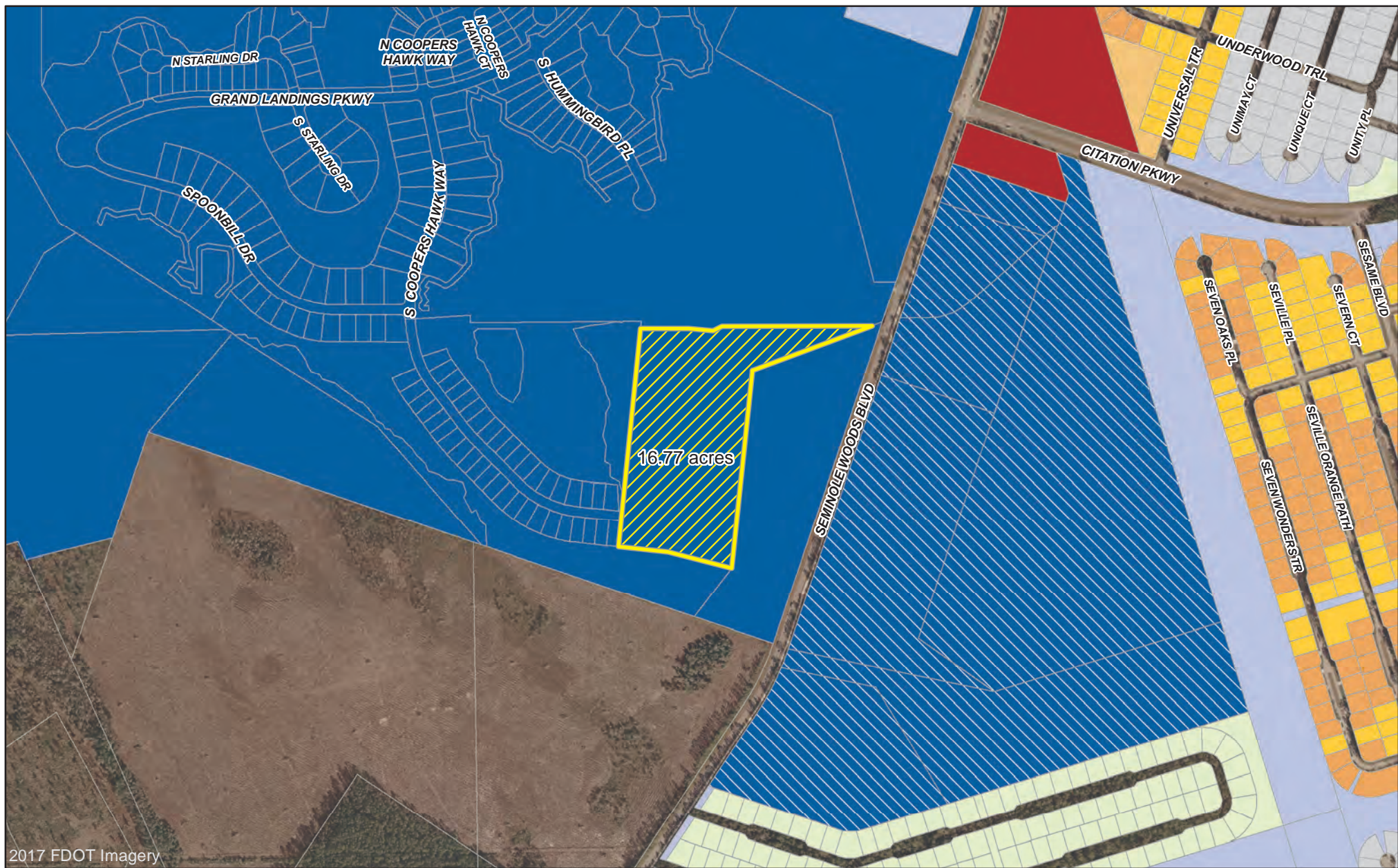


Map Provided by the GIS Division

Date: 8/31/2017



0 400 800
Feet



2017 FDOT Imagery

Zoning Map

Palm Coast Zoning Districts

	COM-3		EST-1		SFR-1		SFR-3
	DPX		PSP		SFR-2		
	MPD Post 11-16-08 Designation			MPD Pre 11-16-08 Designation			



Grand Landings Phase 3C



Map Provided by the GIS Division

Date: 8/31/2017



0 400 800
Feet

City of Palm Coast, Florida Agenda Item

Agenda Date : 09/18/2018

Department Item Key	CITY CLERK 4259	Amount Account
Subject	RESOLUTION 2018-XX APPROVING THE FINAL 2018 CITY PRIMARY ELECTION RESULTS	
Background : The Charter of the City of Palm Coast, Section 8, Elections, Paragraph (7) City Canvassing Board, provides that he Canvassing Board shall report election results to a meeting of the City Council. City Council shall give final certification of the results and order their filing with the City Clerk as required by law. Attached is the Canvassing Board Certificate for the final results of the 2018 Primary Election.		
Recommended Action : Adopt Resolution 2018-XX approving the final 2018 City Primary Election results.		

RESOLUTION 2018-____
PRIMARY ELECTION CERTIFICATION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE ACCEPTANCE AND CERTIFICATION OF THE RESULTS OF THE AUGUST 28, 2018 PRIMARY ELECTION FOR THE CITY OF PALM COAST AS CANVASSED AND REPORTED BY THE FLAGLER COUNTY CANVASSING BOARD FOR THE SAID ELECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 8 of the *City of Palm Coast Charter* pertains to the City of Palm Coast elections; and

WHEREAS, Section 8(7) of the *City of Palm Coast Charter* provides,

... after final election results are certified by the Flagler County Supervisor of Elections the Canvassing Board shall immediately report the results back to a meeting of the City Council held for the purpose of final certification and filing with the City Clerk as required by law.”; and

WHEREAS, in 2014, City Council adopted Ordinance 2014-5 amending Chapter 2, Article II by adding “election procedures.” Section 2-37 (e) Canvass of returns states the Flagler County Canvassing Board shall canvass the returns of all city elections held in conjunction with County elections, in accordance with the provisions of State law; and

WHEREAS, the 2018 the City Council Seat 4 were placed on the County ballot and therefore, canvassed by the Flagler County Canvassing Board; and

WHEREAS, the Canvassing Board has canvassed the votes cast at the Primary Elections held on August 28, 2018 and has reported the final results of said elections; and

WHEREAS, the provisions of this Resolution implement the power and the right of the City Council to certify the final results of the Primary Election held on August 28, 2018 as it pertains to Seat 4 for the City of Palm Coast.

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

SECTION 1. RESULTS OF THE PRIMARY ELECTION OF AUGUST 28, 2018.

The City Council of the City of Palm Coast hereby accepts the Certificate of the Canvassing Board (Exhibit A attached) as the results of the August 28, 2018 Primary Election, as provided to the City Council by the Flagler County Canvassing Board and hereby certifies the said results as correct.

SECTION 2. EFFECT OF CERTIFICATION/RESULTS OF ELECTION.

(a). The City Council hereby finds and concludes Seat 4 of the above referenced election will continue their candidacy in accordance with the provisions of Section 8(6)(d) of the *City Charter of the City of Palm Coast*:

(1). As to the election for the position of Seat 4 of the City of Palm Coast, the votes cast by the electors of the City of Palm Coast voting at the Primary Election for Eddie Branquinho: 5,751; Corrine Hermle: 4,884 and John E. Tipton, IV: 5,678; leaving Messrs. Branquinho and Tipton to continue with their candidacy for the General Election to be held on November 6, 2018.

SECTION 3. CONFLICTS.

All resolutions or parts of resolution in conflict with this Resolution are hereby repealed.

SECTION 4. SEVERABILITY.

If any provisions of this Resolution or the application thereof to any person or circumstance are held invalid, the remainder shall nevertheless be given full force and effect, and to this end the provisions of this Resolution are declared severable.

SECTION 5. 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,
this 18th day of September 2018.

Milissa Holland, Mayor

ATTEST:

Virginia A. Smith, City Clerk

Approved as to form and legality

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

Attachment: Exhibit "A" – Certificate of Canvassing Board

Run Date:08/30/18 06:25 PM

	TOTAL VOTES	%	E-DAY	EARLY	ABVBM
Circuit Judge, 7th Judicial Circuit, Group 15					
Flagler County					
(VOTE FOR) 1					
(WITH 25 OF 25 PRECINCTS COUNTED)					
Linda L. Gaustad	6,775	32.51	2,499	2,007	2,265
Sebrina L. Slack	6,368	30.56	2,318	1,954	2,096
Ryan Will	7,698	36.94	3,104	2,231	2,362
Total	20,841		7,921	6,192	6,723
School Board, District 2 Flagler County					
(VOTE FOR) 1					
(WITH 25 OF 25 PRECINCTS COUNTED)					
John Fischer	6,941	31.91	3,020	2,132	1,788
Carl Jones	5,919	27.21	2,061	1,973	1,884
Janet O. McDonald.	8,892	40.88	3,245	2,424	3,219
Total	21,752		8,326	6,529	6,891
School Board, District 4 Flagler County					
(VOTE FOR) 1					
(WITH 25 OF 25 PRECINCTS COUNTED)					
Paul Anderson	9,230	44.40	3,793	2,625	2,809
Trevor Tucker	11,557	55.60	4,161	3,592	3,801
Total	20,787		7,954	6,217	6,610
City of Palm Coast Council Member, District 4					
City of Palm Coast					
(VOTE FOR) 1					
(WITH 19 OF 19 PRECINCTS COUNTED)					
Eddie Branquinho	5,751	35.25	2,266	1,948	1,537
Corinne Hermle.	4,884	29.94	1,812	1,479	1,591
John E. Tipton IV.	5,678	34.81	2,011	1,886	1,778
Total	16,313		6,089	5,313	4,906

City of Palm Coast, Florida

Agenda Item

Agenda Date: 9/18/2018

Department	PLANNING	Amount
Item Key	4190	Account
Subject	RESOLUTION 2018-XX APPROVING AN AGREEMENT FOR CONSENT TO VOLUNTARY ANNEXATION WITH BIA DEVELOPMENT LLC	
Background : <u>UPDATE TO THE SEPTEMBER 11, 2018 WORKSHOP</u> This item was heard by City Council at their September 11, 2018 Workshop. There were no changes suggested to this item. <u>ORIGINAL BACKGROUND FROM THE SEPTEMBER 11, 2018 WORKSHOP</u> BIA Development LLC, owner of 22.7+/- acres located west of Colbert Lane and north of State Road 100, is requesting annexation into the City of Palm Coast. The attached agreement for Consent to Voluntary Annexation serves as BIA Development LLC's voluntary petition to annex into the City of Palm Coast. This agreement outlines the provision of public facilities, as well as the conceptual land use classifications and zoning designations.		
Recommended Action: Adopt Resolution 2018-XX approving an agreement for Consent to Voluntary Annexation with BIA Development LLC		

RESOLUTION 2018 - ____
BIA DEVELOPMENT, LLC
AGREEMENT FOR CONSENT TO VOLUNTARY ANNEXATION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE AGREEMENT FOR CONSENT TO VOLUNTARY ANNEXATION WITH BIA DEVELOPMENT, LLC; 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, BIA Development, LLC, is requesting annexation into the City of Palm Coast; and

WHEREAS, the City of Palm Coast desires to approve the Consent to Voluntary Annexation; and

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

SECTION 1. APPROVAL OF THE AGREEMENT FOR CONSENT TO VOLUNTARY ANNEXATION. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Consent to Voluntary Annexation Agreement with BIA Associates, LLC, as attached hereto and incorporated herein as Exhibit "A."

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this ____ day of _____ 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Agreement for Consent to Voluntary Annexation

Approved as to form and legality

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

Prepared by:

Michael D. Chiumento III, Esq.
Chiumento Dwyer Hertel Grant & Kistemaker, P.L.
145 City Place, Suite 301
Palm Coast, Florida 32164

AGREEMENT FOR CONSENT TO VOLUNTARY ANNEXATION

THIS AGREEMENT FOR CONSENT TO VOLUNTARY ANNEXATION ("Agreement") is made and entered into by and between the **City of Palm Coast**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "City"), whose address is 160 Lake Avenue, Palm Coast, Florida 32164 and **BIA Development, LLC**, c/o **Alexander Ustilovsky**, having an address of 200 Ocean Crest Drive, Unit 1111, Palm Coast, Florida 32137 (hereinafter referred to as the "Owner") this ____ day of _____, 2018, (the "Effective Date") and shall automatically become null and void unless the events described in Section 12, below, have occurred on or before the date set forth herein.

WITNESSETH

WHEREAS, the Owner owns certain real property located in Flagler County, Florida, consisting of approximately 22 acres, which real property is more particularly described in **Exhibit "A"** attached hereto (hereinafter referred to as the Property"); and

WHEREAS, the Property is designated Commercial: High Intensity on the Future Land Use Map of the Flagler County Comprehensive Plan; and

WHEREAS, the Property is zoned C-2 – General Commercial and Shopping Center District as provided for in the Land Development Code of Flagler County; and

WHEREAS, under Section 171.0413(1), *Florida Statutes*, property sought to be annexed must be compact and contiguous to the boundaries of the annexing municipality; and

WHEREAS, the Property is reasonably compact and contiguous and will not result in the creation of any enclaves as defined in Section 171.031(13), *Florida Statutes*, and will otherwise satisfy all requirements for municipal annexation set forth in Chapter 171, *Florida Statutes*; and

WHEREAS, Section 171.062(1), *Florida Statutes*, provides as follows:

An area annexed to a municipality shall be subject to all laws, ordinances and regulations in force in that municipality and shall be entitled to the same privileges and benefits as other parts of that municipality upon the effective date of the annexation.

WHEREAS, Section 166.021(9), (b) and (c), *Florida Statutes*, specifically states, with regard to economic development, that:

(b) The governing body of a municipality may expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic development goals constitutes a public purpose. The provisions of this chapter which confer powers and duties on the governing body of a municipality, including any powers not specifically prohibited by law which can be exercised by the governing body of a municipality, shall be liberally construed in order to effectively carry out the purposes of this subsection.

and

(c) For the purposes of this subsection, it constitutes a public purpose to expend public funds for economic development activities, including, but not limited to, developing or improving local infrastructure, issuing bonds to finance or refinance the cost of capital projects for industrial or manufacturing plants, leasing or conveying real property, and making grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community.

and

WHEREAS, the City desires to ensure that the development of the Property and adjacent City land uses are compatible with surrounding land uses as represented on the City's Zoning Map and FLUM, that adequate public facilities exist or will be placed concurrent with the impact of such development in the manner required by applicable law, and that such development and the City's Comprehensive Plan are or will be consistent; and

WHEREAS, the City and the Owner shall implement land use densities and intensities that are compatible with the beneficial economic development of the City and the appropriate development of the Property for its highest and best use, taking into account best management practices of land planning and business principles, and in a manner compatible with the planned and projected reasonable uses for its adjacent environs; and

WHEREAS, the City and the Owner agree that development of the Property in the manner described herein can and shall be appropriately timed to avoid urban sprawl and the inefficient use of facilities, public resources and infrastructure; and

WHEREAS, the City and the Owner agree that adequate public facilities and services shall be available at the time of development, in accordance with applicable laws regarding concurrency; and

WHEREAS, the City desires to provide water and wastewater services to the Property;
and

WHEREAS, the parties agree that all development of the Property will be accomplished in a manner which protects and preserves important and valuable natural and cultural resources;
and

WHEREAS, the purpose of this Agreement is to set forth the understandings and agreements of the parties with respect to the foregoing, and other matters as set forth herein; and

WHEREAS, this Agreement is authorized by, permitted by, and consistent with the provisions of the City's Home Rule Charter; the City's Comprehensive Plan, Chapter 163, *Florida Statutes*; Chapter 166, *Florida Statutes*; the State Comprehensive Plan (Chapter 187, *Florida Statutes*); Article VIII, Section 2(b), *Constitution of the State of Florida*, Chapter 171, *Florida Statutes*; and other applicable law; and serves and advances a vital public purpose; and

WHEREAS, the City has found and determined that the City's interest will be best served by annexing the Property into its municipal boundaries and by entering into this Agreement to ensure that the proposed development of the Property is in accordance with the City's Comprehensive Plan and land development regulations; and

WHEREAS, Owner seeks to obtain for the Property the benefits and privileges of inclusion within the boundaries of the City, which includes the designation of the Property as Mixed Use and Conservation on the City's Future Land Use Map (the "FLUM Map Amendment") and the incorporation of appropriate policies into the City's Comprehensive Plan to allow the most appropriate development of the Property (collectively the "Comprehensive Plan Amendment"), and the provision of all services, facilities, and utilities as are available to all residents of the City; and

WHEREAS, upon the Parties' compliance with their respective obligations under this Agreement, the development of the Property will be consistent with the City's Comprehensive Plan and land development regulations.

NOW, THEREFORE, for and in consideration of the Owner's consent to the City's proposal to annex the Property pursuant to Section 171.0413, *Florida Statutes*, the mutual covenants and agreements contained herein, and other good and valuable consideration each to the other provided, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The above recitals are adopted as findings of the City of Palm Coast City Council. Moreover, said recitals are true and correct, are incorporated into this Agreement by reference thereto, and form a material part of this Agreement upon which the parties have relied, including, but not limited to, the assertions that the Owner owns the subject Property and is empowered to enter into this Agreement and make binding commitments.

Section 2. Annexation. This Agreement, upon execution by the Owner, shall serve as and constitute the Owner's consent to the City's proposal to annex the Property pursuant to Section 171.0413, *Florida Statutes*.

Section 3. No Annexation Fees. It is understood and agreed that no fees, costs or expenses will be charged to or become due from the Owner to the City or to any other governmental authority, private individual or entity on account of or in connection with the City's review and

processing of the annexation petition or the annexation of the Property into the corporate limits of the City; provided, however, that the Owner shall pay its own attorney's fees and consulting fees.

Section 4. Development Conditions and Public Facilities.

- (A) The City and the Owner intend that the City will provide water and sanitary sewer services to the Property, subject to the provisions of the Settlement Agreement with Flagler County and pursuant to separate utility agreements between the City and the Owner. The City agrees that it shall design, permit and construct the necessary improvements to provide water services to the Property. This Agreement shall not be construed to provide specific service to any given parcel until all regulatory approvals are received; construction plans have been approved by the City; a Utility Service Agreement/Permit to Connect has been fully executed by Owner; and all applicable fees have been paid to the City.
- (B) Solid waste collection services are available to serve the demands generated by the Property, and may be provided as they are to any other owner of City property, and will be available concurrent with the impacts of the development of the Property. If reasonably possible, the Owner shall utilize the City's solid waste collection franchisee.
- (C) Surface water and stormwater issues relating to the development of the Property and the impacts of surface water and stormwater shall be addressed in accordance with applicable State law and any other applicable regulatory requirements.
- (D) The City will provide fire (having a first response agreement with Flagler County as part of its service network), police (through the Flagler County Sheriff), and EMS facilities, equipment and services necessary to serve the Property. All such public services will be available to support the development of the Property.
- (E) Transportation issues and transportation impacts shall be addressed in accordance with the City's concurrency management system, and Chapter 163, *Florida Statutes*.
- (F) Permitting and Permit Review. As provided herein, the Parties recognize and agree that certain provisions of this Agreement will require the City and its boards, departments or agencies, acting in their governmental capacity, to consider certain changes in the City Comprehensive Plan or other applicable City codes, plans or regulations, as well as to consider other governmental actions as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of State statute and City ordinances, including notice and hearing requirements, in the exercise of the City's jurisdiction under its police power. Nothing in this Agreement is intended to limit or restrict the powers and responsibilities of the City in acting on applications for Comprehensive Plan, rezoning requests and applications for other development. The Parties further recognize and agree that these proceedings will be conducted openly, fully, freely, and fairly in accordance with law, and with both procedural and substantive due process to be accorded the applicant and any member of the public. Nothing contained in this Agreement shall entitle Owner to compel the City to take such actions, except to timely process such applications.

Section 5. General Obligations.

- (A) The City will evaluate the suitability of the site for development of a mixed-use community consistent with the comprehensive plan and zoning code, and generally depicted in **Exhibit B**, which includes residential uses (single family and multifamily), retail, and preservation or conservation areas.
- (B) The parties acknowledge that the City cannot contract to approve specific Comprehensive Plan amendments and rezoning requests; provided, however, that this provision shall not serve to otherwise limit the other terms of this Agreement. The City's only obligation with respect to the Comprehensive Plan amendment and subsequent request(s) to rezone all properties encumbered with this annexation agreement is to process the applications, and make decisions to approve or deny the applications based upon the legal standards that govern actions by local governments when considering amendments to comprehensive land use plans. Nothing contained in this Agreement shall entitle the owner to compel the City to take any actions on said applications, except to timely process such applications.
- (C) The City agrees that all concurrency requirements related to the Property will be reviewed in accordance with the City's Concurrency Management System, and Chapter 163, *Florida Statutes*, and other applicable regulatory requirements.
- (D) The City agrees that offsite traffic improvements shall be determined for the development of the Property pursuant to process in Chapter 163, *Florida Statutes*, and in the City land development code, and to provide safe and adequate ingress and egress to the Property.
- (E) The Owner will submit to the City such applications and such other planning and engineering documentation and supporting data and analysis required to support the annexation and the FLUM amendment, and subsequent request(s) to rezone all properties encumbered with this annexation agreement, and shall comply with all procedures as adopted by the City and as may be set forth in the City's land development regulations as are normally and customarily required for any Owner-requested proposed amendments to the City's Comprehensive Plan, rezoning proposals, and applications for any and all other development approvals, orders and permits. The City is responsible to file the Comprehensive Plan Amendment to incorporate the Property into the City's Comprehensive Plan as called for in this Agreement. The Owner acknowledges and agrees that the City shall not be responsible for any fees, costs, expenses or other financial expenses resulting to the Owner if the Owner's applications are denied in accordance with the provisions of the City's land development regulations and State law.
- (F) The City agrees that, if requested by the Owner or its affiliates or designees, it will promptly process for City Council consideration annexation of any other lands of Owner or its affiliates consistent with the terms of this Agreement and State law.
- (G) The City recognizes that the development of the Property will occur over time and it may be developed in phases, and that various portions of the Property, which are not required by Owner for active development, may continue in its current use. Nothing in this Agreement requires the Owner to develop the Property, and the parties recognize that the Owner may determine to continue its existing uses on all or part of the Property for an extended period of time.

Section 6. Duty to Cooperate/Comprehensive Plan Amendment, Etc.

- (A) The City and the Owner agree to coordinate at all times in a timely manner and in good faith in the acquisition and exercise of development rights and entitlements in the Property consistent with any and all applicable and current Development Agreement(s) and/or Land Development Code requirements. This good faith cooperation by the City and the Owner shall extend to the acquisition by the Owner of all applicable necessary local, State and Federal permits, development orders, licenses, easements and other approvals or rights in connection with the development of the Property in accordance with all applicable land use, zoning, land development, building and construction regulations; provided, however, that the Owner recognizes the City's continued ability to charge Owner application or review fees for permits or approvals issued by the City (other than annexation) based on the City's adopted application fee schedule.
- (B) The City will develop the Comprehensive Plan Amendment contemplated by this Agreement, and the Owner will cooperate with the City by providing the City with all requested data and analysis to include the annexed property in the City Comprehensive Plan. The City will promptly consider the proposed Comprehensive Plan Amendment.
- (C) The City acknowledges that Owner possess appropriate permits from the St Johns River Water Management District, permit number 94958-3, as recorded in the public records Book 2251, Page 1010 in the Official Records of Flagler County Florida (attached as **Exhibit C**), for the mitigation of wetlands as depicted on Lots 4, 5, and 6 on **Exhibit D**. Impacts to state jurisdictional wetlands are regulated by Sections 10.01.05-10.01.07, Land Development Code (LDC). Staff recognizes that the project wetlands are delineated using pre-Henderson delineation methodology that results in separate state and federal wetlands; federal jurisdictional wetlands are not subject to development review under the City's LDC.

Section 7. Limitation of Funding Obligations. Notwithstanding anything to the contrary stated elsewhere in this Agreement, the City shall have no monetary obligation to Owner under this Agreement other than to provide water and sewer services to the Property.

Section 8. Further Assurances. In addition to the acts recited in or set forth in this Agreement, the City and the Owner agree to perform or cause to be performed, in a timely manner, any and all further acts as may be reasonably necessary to implement the provisions of this Agreement, including, but not limited to, the execution and recordation of further instruments; provided, however, that the City's obligations shall be subject to such limitations of law as may be applicable to municipalities.

Section 9. Limitation of Remedies. The parties hereby agree not to pursue an award of monetary damages for a breach of or non-performance by the other party under this Agreement. The only remedies of the other party available against the non-performing party under this Agreement shall be either to withhold further performance under the Agreement until the non-performing party or parties cure the non-performance or to seek a court order from the Circuit Court of the Seventh Judicial Circuit in and for Flagler County, Florida, requiring the non-performing party to fulfill its obligations under the Agreement. However, nothing in this

Agreement shall be construed to limit the right of either the Owner or the City to pursue any and all available remedies, if any, under non-tort or constitutional law related to a party's non-performance under the Agreement. The City shall not be deemed to have waived sovereign immunity in any manner or respect, provided this provision shall not limit the City's contractual obligations under this Agreement. This limitation of remedies shall not affect the Owner's rights to terminate this Agreement or withdraw its consent to the City's proposal to annex the Property pursuant to Section 171.0413, *Florida Statutes*, as provided in Section 12(D), prior to the final reading of the ordinance annexing the property into the City.

Section 10. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties to this Agreement, and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective designated representatives, successors and assigns.

Section 11. Effectiveness of Agreement.

- (A) This Agreement shall serve as the Owner's consent to the City's proposal to annex the Property pursuant to Section 171.044 *Florida Statutes*, which may be relied on by the City in accordance with the terms of this Agreement upon the Owner's execution of the Agreement, but shall become effective as an agreement between the Owner and the City upon its being duly executed by the City. If the City does not execute this Agreement or does not complete the annexation of the Property, both within 120 days of the date that Owner has executed this Agreement, then the petition for annexation may be revoked by the Owner and, upon demand, the City shall immediately record, at the City's expense, a Notice of Termination of this Agreement in the Public Records of Flagler County, Florida.
- (B) Notwithstanding the provisions of this Agreement to the contrary, the Owner may terminate this Agreement by notifying the City, in writing, of such termination on or before the later of 30 days following (i) any successful legal challenge to this Agreement, or (ii) any successful legal challenge to the annexation filed by any third parties or governmental entities not a party to this Agreement, including, but not limited to, Flagler County, Florida.

Section 12. Indemnification. City agrees to indemnify the Owner from any and all claims arising from the negligent acts or omissions of City or its officers, employees or agents under and pursuant to this Agreement, subject to the monetary limitations set forth in Fla. Stat. 768.28, regardless of whether such obligations are based on tort, contract, statute, strict liability, or negligence. The foregoing indemnification of the Owner by City shall not be construed to extend to the costs of litigation including attorney's fees, unless caused by the negligence of City, as aforesaid, or Compensation to the Owner's attorney shall be limited to the City attorney's hourly rate. Owner agrees to indemnify the City from any and all claims arising from the negligent acts or omissions of Owner or its officers, employees or agents under and pursuant to this Agreement.

The foregoing indemnification of the City by Owner shall not be construed to extend to the costs of litigation, including attorneys' fees, unless caused by the negligence of Owner, as aforesaid.

Section 13. Time of the Essence. Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement.

Section 14. Successors and Assigns. This Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and the Owner and their respective successors in interest.

Section 15. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

Section 16. Binding Effect. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

Section 17. Recording. Upon the Owner's execution of this Agreement, the City shall at the City's sole cost and expense, record a fully executed counterpart of the Owner signed counterpart of this Agreement in the Public Records of Flagler County, Florida and similarly upon the City's execution of this Agreement, the City shall at the City's sole cost and expense, record a fully executed counterpart of the City signed counterpart of this Agreement in the Public Records of Flagler County, Florida.

Section 18. Choice of Law and Venue. Florida law shall govern the interpretation and enforcement of this Agreement. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be in Flagler County, Florida.

Section 19. Effect on Change in Law. If State or Federal laws are enacted after execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as is necessary to comply with the relevant State or Federal laws and the intent of the parties; provided, however, that the City agrees that it shall not modify this Agreement in any manner which would in any way be inconsistent with the intent of the parties to provide for development of the Property in accordance with the terms and conditions hereof, except where required by law.

Section 20. Construction or Interpretation of the Agreement. This Agreement is the result of bona fide arm's length negotiations between the City and the Owner and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

Section 21. Permits, Conditions, Terms or Restrictions. The failure of this Agreement to address a particular permit, condition, term or restriction existing at the time of execution of this

Agreement shall not relieve Owner of the necessity of complying with the law governing said permitting requirement, condition, term, or restriction.

Section 22. Attorneys' Fees and Costs. In the event of any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in pre-litigation negotiation, litigation at the trial level, or upon appeal or any bankruptcy or collection proceedings.

Section 23. Captions/Exhibits.

- (A) The headings or captions of the sections and subsections contained in this Agreement are used for convenience and reference only, and do not, in themselves, have any legal significance and shall not be afforded any.
- (B) The exhibits to this Agreement are hereby incorporated into this Agreement and are an integral part of this Agreement.

Section 24. Parties Bound. Following the recordation of this Agreement, the benefits and burdens of this Agreement shall become a covenant running with the title to the Property, and all parts thereof, and this Agreement shall be binding upon and inure to the benefit of both the City and the Owner, and its successors in interest to said Property, and all parts thereof.

Section 25. Severability. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by either party to the Agreement or substantially increase the burden of either party to the Agreement, shall be held to be unconstitutional, invalid or unenforceable to any extent by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of the Agreement.

Section 26. Notices. Any notice that is to be delivered hereunder shall be in writing and shall be deemed to be delivered (whether or not actually received) when (i) hand delivered to the official hereinafter designated; (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested; or (iii) upon receipt of such notice when deposited with Federal Express or other nationally recognized overnight or next day courier, addressed to the parties as follows (facsimile transmittal is not acceptable as a form of notice in this Agreement):

To the City:
City Manager
City of Palm Coast
City Hall
160 Lake Avenue
Palm Coast, Florida 32164

To the Owner:
Alexander Ustilovsky
c/o BIA Development, LLC

200 Ocean Crest Drive, Unit 1111
Palm Coast, FL 32137

With copies to:
Michael D. Chiumento III, Esq.
Chiumento Dwyer Hertel Grant & Kistemaker, P.L.
145 City Place, Suite 301
Palm Coast, Florida 32164

Section 27. Entire Agreement. This Agreement constitutes the complete and entire agreement between the City and the Owner with respect to the subject matter hereof, and supersedes any and all prior agreements, arrangements or understandings, whether oral or written, between the parties relating thereto with respect to the terms of this Agreement, all of which have been integrated herein.

Section 28. Modification. This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith approved by the City.

Section 29. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

ATTEST:

CITY OF PALM COAST, FLORIDA

Virginia Smith, City Clerk

Jim Landon
City Manager

OWNER'S CONSENT AND AGREEMENT

IN WITNESS WHEREOF, the Owner consents and agrees to the terms and conditions of this Annexation Agreement and has hereto set the Owner's hand and seal, the day and year below written.

WITNESSES:

BIA Development, LLC, a Florida limited Liability company

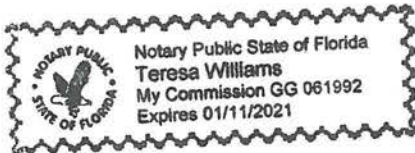
William M. Butze
Print Name: William M. Butze

By: Alexander Ustilovsky
Alexander Ustilovsky, Its Manager

Jose Papa
Print Name: Jose Papa

STATE OF FLORIDA
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 5 day of September 2018, by Alexander Ustilovsky, Manager of BIA Development, LLC, a Florida limited liability company, who is personally known to me and who executed the foregoing.



Teresa Williams

Notary Public
My Commission Expires:

EXHIBIT "A:

Parcel: 10-12-31-0000-00010-0030

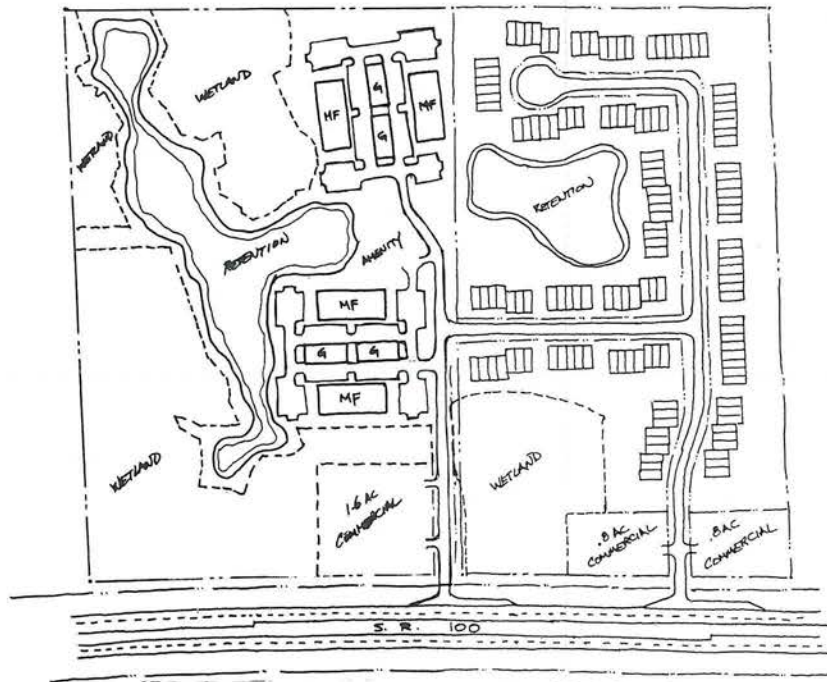
A parcel of land lying North of State Road 100 (200' R/W) within Government Sections 10 and 39, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as Follows:

A POINT OF REFERENCE being the northeast corner of said Government Section 10, Township 12 South, Range 31 East, thence South $01^{\circ} 23' 05''$ East along the East Line of Section 10 a distance of 1280.24 feet to the POINT OF BEGINNING of this description, thence continue South $01^{\circ} 23' 05''$ East a distance of 1328.00 feet, thence North $89^{\circ} 29' 02''$ West a distance of 553.54 feet to a point of curvature, thence 1087.28 feet along the arc of a curve to the left (concave Southerly) having a central angle of $02^{\circ} 42' 13''$, a radius of 23042.76 feet, a chord Bearing of South $89^{\circ} 09' 51''$ West and a chord distance of 1087.18 feet to a point of tangency, thence North $01^{\circ} 23' 05''$ West a distance of 1328.00 feet, thence North $89^{\circ} 37' 15''$ East a distance of 1640.61 feet to the POINT OF BEGINNING.

LESS and EXCEPT

A Point of Reference being the Northeast corner of said Government Section 10, Township 12 South, Range 31 East, thence South $01^{\circ} 23' 05''$ East along the East line of Section 10 a distance of 1280.24 Feet, thence South $89^{\circ} 37' 11''$ West 738.00 feet to the Point of Beginning of this description, thence South $00^{\circ} 04' 45''$ East 1316.81 feet to a non-tangent curve, thence 872.51 feet along the arc to the left (Concaved south) having central angle of $02^{\circ} 42' 13''$, a Radius of 23,042.76 feet, a chord bearing of South $89^{\circ} 09' 51''$ West and a chord distance of 872.49 feet, thence North $01^{\circ} 23' 05''$ West a distance Of 1328.00 feet, thence North $89^{\circ} 37' 15''$ East a distance of 902.62 plus or minus to the Point of Beginning.

Exhibit B



PRELIMINARY DEVELOPMENT SUMMARY

PARCEL 29-12-31-0000-01010-0000

CITY OF PALM COAST COMMERCIAL ZONING

PROPOSED ESTIMATED ACREAGE

WETLAND	122 AC
MULTI-FAMILY 240 UNIT	7.3 AC
RETENTION/RECREATION	5.8 AC
COMMERCIAL	1.6 AC
TOTAL ACREAGE	26.9 AC

PRELIMINARY DEVELOPMENT SUMMARY

PARCEL 10-12-31-0000-00010-0000

FLAGLER COUNTY COMMERCIAL ZONING

PROPOSED ESTIMATED ACREAGE

WETLAND	2.8 AC
TOWNHOUSE 120 UNITS	15.7 AC
RETENTION/RECREATION	2.8 AC
COMMERCIAL	1.6 AC
TOTAL ACREAGE	22.9 AC



Robert L. DeBruin, AIA
1104 Long Road North, Suite 1
Palm Beach, FL 33417
Phone: 561.446.1344
Email: DeBruin@aol.com

EDGE PROPERTIES
RESIDENTIAL CONCEPT PLAN

SCALE	AS SHOWN
DATE	REVISION
REVISIONS	



LSI

Exhibit C

**RECORDED NOTICE OF
ENVIRONMENTAL RESOURCE PERMIT**

Document Prepared By:

St. Johns River Water Management District (SJRWMD)

Return to:

Name Office of Business and Administrative Services
Agency Name St. Johns River Water Management District
Street Address 4049 Reid Street / P. O. Box 1429
City, State Zip Palatka, FL 32178-1429

RE: Permit No.: 94958-3
Grantee: Leslie B Thornhill
Edge Properties LLC
Parcel ID: 10-12-31-0000-00010-0030, 39-12-31-0000-01010-0090
County: Flagler

Notice

The SJRWMD hereby gives notice that Environmental Resource Permit No 94958-3 has been issued to authorize the construction or modification of a stormwater management system, works or other activities to serve the real-property described on Exhibit "A" attached hereto and made a part hereof ("Premises"). This property is subject to the requirements and restrictions set forth in Chapter 373, Florida Statutes and Rule 62-330, Florida Administrative Code.

Within thirty (30) days of any transfer of interest or control of that portion of the premises containing the stormwater management system, works or other activities (or any portion thereof), the permittee must notify the Agency in writing of the property transfer. Notification of the transfer does not by itself constitute a permit transfer. Therefore, purchasers of that portion of the premises containing the stormwater management system, works or other activities regulated by the Agency (or any portion thereof) are notified that it is unlawful for any person to construct, alter, operate, maintain, remove or abandon any stormwater management system, dam, impoundment, reservoir, appurtenant work, works, or other activities, including dredging or filling, (or any combination thereof), without first having obtained an environmental resource permit from the Agency in the purchaser's name.

Within thirty (30) days of the completion of construction of the stormwater management system, works or other activities regulated by the Agency, a signed and sealed construction completion certification must be submitted to Agency pursuant to the requirements of Rule 62-330.090(5), Florida Administrative Code.

This notice is applicable to property containing the regulated stormwater management system, works or other activities. For purposes of this notice only, these facilities include lakes, canals, swales, ditches, berms, retention or detention areas, water control structures, pumps, culverts, inlets, roads, and wetland mitigation areas, buffers and upland compensation areas, and docking facilities.

Conditions

The Permit is subject to the General Conditions set forth in Rule- 62-330.350, Florida Administrative Code. The Permit also contains additional Special Conditions. Accordingly, interested parties should closely examine the entire Permit, all associated applications, and any subsequent modifications.

Conflict Between Notice And Permit

This Notice of Permit is not a complete summary of the Permit. Provisions in this Notice of Permit shall not be used in interpreting the Permit provisions. In the event of conflict between this Notice of Permit and the Permit, the Permit shall control.

This Notice Is Not An Encumbrance

This Notice is for informational purposes only. It is not intended to be a lien, encumbrance, or cloud on the title of the premises.

Release

This Notice may not be released or removed from the public records without the prior written consent of the Agency.

This Notice of Permit is executed on this 4th day of January 20 18

Susan Getchell
Deputy District Clerk, For Agency

Agency Contact: Office of Business and Administrative Services (OBAS) Office Director

STATE OF: Florida

COUNTY OF: Putnam

The foregoing instrument was acknowledged before me this 4th day of January, 2018 by Susan Getchell, as Deputy District Clerk of the St. Johns River Water Management District.

Sandra L. Bertram
Notary Public Signature

[Notary Seal]



Sandra L. Bertram
Printed/Typed Name

Commission Number: FF058703

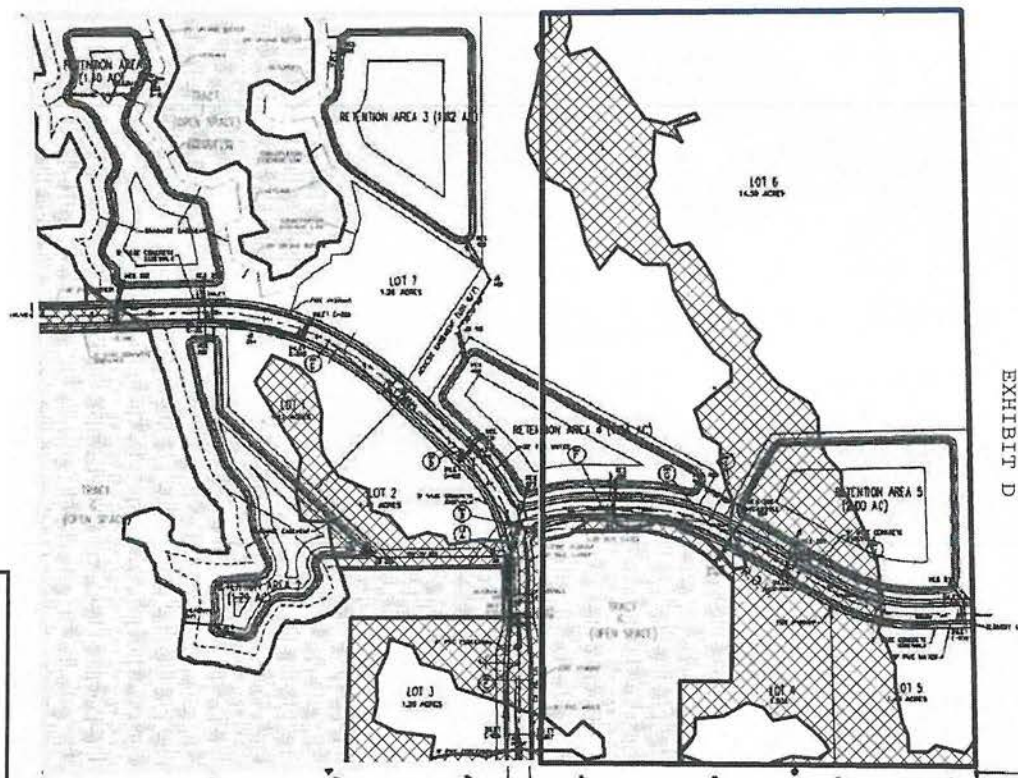
My Commission Expires: 01-29-2018

Parcel: 39-12-31-0000-01010-0090

Legal: 26.71 AC POR NE CRNR SEC 10 SE 1280.24', SW 738' TO POB SE 1316.81' THENCE
ALONG A CURVE SWLY 866.31' +/-, NW 1328.02' +/-, NE 896.42' TO OR 637 PG 899 OR 961
PG 1149 (ANNEX TO CITY OF PC, #2017-1 OR 2184/649) POB LYING IN SEC 39 & 10 PT
OF THIS DES IS PARCEL 1 AS PER SURVEY PROVIDED

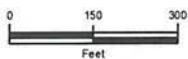
Parcel: 10-12-31-0000-00010-0030

Legal: 22.74 AC POR NE CRNR SEC 10 THENCE SE 1280.24' TO POB SE 1309.63' TO N
ROW SR 100 SW 523.94' NW 29.31' THENCE ALONG A CURVE NWLY 214.77' NW 1316.81'
NE 738' TO POB A/D/A PARCEL 2 PER SURVEY PROVIDED OR 637 PF 899 OR 961 PG
1149



Legend

- Phase 1 +/- 26.89 ac.
- Phase 2 +/- 22.81 ac.
- Proposed Wetland Impacts +/- 8.34 ac.
- Wetland Preservation +/- 9.07 ac.



Sources: Flagler County 2014 Color Imagery
Information represented on this map is for planning purposes only.

CARTER ENVIRONMENTAL
SERVICES, INC.



7 Waldo Street
St. Augustine, FL 32084
904-540-1786

www.carterenv.com

Proposed Site Conditions Edge Properties

Project: 5.10018

Flagler County, Florida

Date: April 2017

Figure:

4



The map displays the proposed annexation parcel, which is a rectangular area with diagonal hatching. A callout box points to this parcel with the text "Annexation Parcel". The parcel is located west of Moody Blvd and south of the Flagler River. The map includes labels for Moody Blvd, Flagler River, and various streets including Robert Rd, Wadsworth Park, and Avenue A.

City of Palm Coast, Florida

Agenda Item

Agenda Date: 09/18/2018

Department	Public Works Stormwater Division	Amount	\$250,000.00
Item Key	4187	Account	54225511-034000-55105
Subject	RESOLUTION 2018-XX APPROVING PIGGYBACKING THE FLAGLER COUNTY CONTRACT WITH STRICKLAND SOD FARM INC. FOR PURCHASE AND/OR INSTALLATION OF SOD FOR SWALE MAINTENANCE.		
Background : <u>UPDATE TO THE SEPTEMBER 11, 2018 WORKSHOP</u> This item was heard by City Council at their September 11, 2018 Workshop. There were no changes suggested to this item. <u>ORIGINAL BACKGROUND FROM THE SEPTEMBER 11, 2018 WORKSHOP</u> The City's swale rehabilitation program, which was initiated in March of 2007, is an ongoing annual program. Sod is an important part of swale rehabilitation. In addition to the swale rehabilitation program, the Public Works Department is responsible for completing swale work orders to correct drainage issues that may arise throughout the year. City staff is recommending that City Council approve piggybacking the Flagler County Contract (#16-027B) with Strickland Sod Farm, Inc. through April 1, 2019 for purchase and/or installation of sod for swale maintenance. Piggybacking existing competitively bid contracts is advantageous since the pricing is generally better than what the City could obtain on its own, and the City does not incur the expense and delay of soliciting a bid. Since the underlying contract is an agreement on a per unit price basis, City staff will make purchases on an as needed basis using budgeted funds appropriated by City Council. The Fiscal Year 2018 Budget and proposed Fiscal Year 2019 Budget includes available funding in the City's Stormwater budget to purchase sod for swale maintenance. City staff estimate that the City will expend approximately \$250,000 annually under this piggyback contract.			
Recommended Action : Adopt Resolution 2018- XXX approving piggybacking the Flagler County Contract with Strickland Sod Farm, Inc. for purchase and/or installation of sod for swale maintenance.			

RESOLUTION 2018-____
PIGGYBACK STRICKLAND SOD

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE PIGGYBACKING OF THE CONTRACT BETWEEN FLAGLER COUNTY & STRICKLAND SOD FARM INC., BID/REFERENCE#16-027B FOR THE PURCHASE OF SOD FOR SWALE MAINTENANCE; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Strickland Sod Farm Inc., has expressed a desire to provide sod for swale maintenance to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to purchase sod from Strickland Sod Farm Inc., as referenced above.

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

SECTION 1. APPROVAL OF PIGGYBACKING. The City Council of the City of Palm Coast hereby approves the terms and conditions of the piggyback contract between Flagler County and Strickland Sod Farm Inc., which is attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 18th day of September 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" –Piggyback contract Strickland Sod Farm Inc.

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

August 29, 2018

Angie Strickland
Contract Administrator
Strickland Sod
P O Box 1998
Bunnell, FL 32110

**RE: Engagement Letter Authorizing Piggyback
Sod Materials**

Contract Name
16-027B
Contract Reference

Dear Angie Strickland,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to ap@palmcoastgov.com. Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:
Rose Conceicao
9C4ED497E51242A...

Rose Conceicao
Risk Management & Contract Coordinator
rconceicao@palmcoastgov.com

Engagement Letter Authorizing Piggyback
Sod Materials

	Contract Name
16-027B	
	Contract Reference

CITY OF PALM COAST

DocuSigned by:
Jim Landon
28EDD2ABE6A8496...

Signature
Jim Landon

Print Name
Aug 30, 2018 | 5:59 AM PDT

Date

Strickland Sod

DocuSigned by:
AC STRICKLAND
4A9E2CF7CBA44BE...

Signature
AC STRICKLAND

Print Name
Aug 29, 2018 | 7:41 AM PDT

Date



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Strickland Sod

Project Name: Sod Materials

Bid/Reference # 16-027B

Contract Type: Piggyback

Contract Value \$ 29999.00

Resolution # _____

City Council Approval Date: _____

Standard Contract Template (Y/N): N/A - Piggyback

If No, then Reviewed by City Attorney: N/A - Piggyback

Length of Contract: 04/03/2019

Renewable (Y/N): Y

If Yes, # and length of renewals: 1

City's Project Manager Andy Hyatt

Brief Description/Purpose:

To utilize the pricing on the Flagler County contract to purchase sod for Stormwater swale rehabilitation and maintenance for September 2018. We will issue a new PO to cover month to month purchases.

Approvals:

Responsible Dept. Director _____

Date: Aug 29, 2018 | 12:09 PM

City Finance _____

Date: Aug 30, 2018 | 4:20 AM

City Attorney _____

Date: Aug 29, 2018 | 8:26 AM

ASED Director _____

Date: Aug 30, 2018 | 8:56 AM

City Manager _____

Date: Aug 30, 2018 | 5:59 AM

Strickland Sod

From: Holly Durrance <HDurrance@flaglercounty.org>
Sent: Wednesday, June 27, 2018 4:44 PM
To: Strickland Sod
Subject: RE: BID CONTRACT FOR SOD

Hey Angie!

Kris is good with the updated pricing. There is nothing else we need on our end ☺

Holly Durrance
Procurement Analyst

E: HDurrance@flaglercounty.org | V: 386-313-4063 | W: www.flaglercounty.org



Flagler County Board of County Commissioners
1769 E. Moody Blvd., Bldg 2
Bunnell, Florida 32110



From: Strickland Sod <stricksod@pcfl.net>
Sent: Wednesday, June 27, 2018 4:42 PM
To: Holly Durrance <HDurrance@flaglercounty.org>
Subject: BID CONTRACT FOR SOD

Any reply on sod bid contract that we revised?

Angie

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

Strickland Sod

To: Holly Durrance
Subject: RE: 16-027B, Sod Materials - Bid Tabulation
Attachments: FCRB BID 2018.pdf

Please find attached bid tabulation that Kris Collora and I discussed. Unfortunately, at this time, we can not agree to the extension period for ITB#16-027B under the current price structure.

In the past year the following has occurred in the sod business:

- Increased cost of fertilizer and chemicals
- Explosion boom in construction industry
- Two Hurricanes in late season 2017
- Excessive rains in 2017 & 2018 (and continuing)
- Five months of unseasonably cooler temperatures from November 2017 to March 2018 (5 month winter for sod business)
- Increase cost of labor

Combined, these factors have increased the cost of production and availability of sod and affected the whole sod industry in The State of Florida.

We also no longer grow or have access to the St. Augustine Palmetto, St. Augustine Seville, Centipede, or Coastal Bermuda which are listed under the above mentioned bid.

Therefore, I submit the revised bid tabulation for a one year period from April 4, 2018 to April 3, 2019, with the option to review and renew for an additional one year period prior to renewal date of April 4, 2019 if both parties agree.

Please advise.

Sincerely,

Angie Strickland
Strickland Sod Farm, Inc.

From: Holly Durrance <HDurrance@flaglercounty.org>
Sent: Thursday, May 17, 2018 1:48 PM
To: stricksod@pcfl.net
Cc: PURCHASING <PURCHASING@flaglercounty.org>
Subject: 16-027B, Sod Materials - Bid Tabulation

Goof Afternoon!

Please see the attached Bid Tab for 1-027B, Sod Materials. Please review and return at your earliest convenience.

Thank you!

Holly Durrance

Procurement Analyst
Flagler County BOCC
(386)313-4063



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



**BID TABULATION
SOD MATERIALS**
Invitation to Bid# 16-027B

STRICKLAND SOD FARM
PO BOX 1998
BUNNELL, FL 32110

HILLSIDE SOD FARM
1620 EAST SR 46
GENEVA, FL 32732

Item Description	Cut Sod			Rolled Sod			Cut Sod			Rolled Sod		
	Picked up	Delivered	Delivered & Installed	Picked up	Delivered	Delivered & Installed	Picked up	Delivered	Delivered & Installed	Picked up	Delivered	Delivered & Installed
Bahia Pensacola	All Prices Per Square Foot											
0 - 2000 sq ft	\$.12	\$.18	\$.26	\$.12	\$.18	\$.26	\$ 0.15	\$ 0.20	\$ 0.26	NO BID		
2001 - 4000 sq ft	\$.12	\$.18	\$.26	\$.12	\$.18	\$.26	\$ 0.15	\$ 0.20	\$ 0.26			
4001 - 6000 sq ft	\$.12	\$.18	\$.26	\$.12	\$.18	\$.26	\$ 0.13	\$ 0.18	\$ 0.23			
6001 - 10,000 sq ft	\$.12	\$.18	\$.26	\$.12	\$.18	\$.26	\$ 0.13	\$ 0.18	\$ 0.23			
Over 10,000 sq ft	\$.12	\$.18	\$.26	\$.12	\$.18	\$.26	\$ 0.13	\$ 0.18	\$ 0.23			
Bahia Argentine	All Prices Per Square Foot											
0 - 2000 sq ft	\$.12	\$.18	\$.26	\$.12	\$.18	\$.26	\$ 0.15	\$ 0.20	\$ 0.26	NO BID		
2001 - 4000 sq ft	\$.12	\$.18	\$.26	\$.12	\$.18	\$.26	\$ 0.15	\$ 0.20	\$ 0.26			
4001 - 6000 sq ft	\$.12	\$.18	\$.26	\$.12	\$.18	\$.26	\$ 0.13	\$ 0.18	\$ 0.23			
6001 - 10,000 sq ft	\$.12	\$.18	\$.26	\$.12	\$.18	\$.26	\$ 0.13	\$ 0.18	\$ 0.23			
Over 10,000 sq ft	\$.12	\$.18	\$.26	\$.12	\$.18	\$.26	\$ 0.13	\$ 0.18	\$ 0.23			
Zoysia	All Prices Per Square Foot											
0 - 2000 sq ft	\$.30	\$.36	\$.40	\$.30	\$.36	\$.40	\$ 0.28	\$ 0.34	\$ 0.40	NO BID		
2001 - 4000 sq ft	\$.30	\$.36	\$.40	\$.30	\$.36	\$.40	\$ 0.28	\$ 0.34	\$ 0.40			
4001 - 6000 sq ft	\$.30	\$.36	\$.40	\$.30	\$.36	\$.40	\$ 0.27	\$ 0.33	\$ 0.39			
6001 - 10,000 sq ft	\$.30	\$.36	\$.40	\$.30	\$.36	\$.40	\$ 0.27	\$ 0.33	\$ 0.39			
Over 10,000 sq ft	\$.30	\$.36	\$.40	\$.30	\$.36	\$.40	\$ 0.27	\$ 0.33	\$ 0.39			



**BID TABULATION
SOD MATERIALS**
Invitation to Bid# 16-027B

STRICKLAND SOD FARM
PO BOX 1998
BUNNELL, FL 32110

HILLSIDE SOD FARM
1620 EAST SR 46
GENEVA, FL 32732

Item Description	Cut Sod			Rolled Sod			Cut Sod			Rolled Sod		
	Picked up	Delivered	Delivered & Installed	Picked up	Delivered	Delivered & Installed	Picked up	Delivered	Delivered & Installed	Picked up	Delivered	Delivered & Installed
St. Augustine Palmetto												
All Prices Per Square Foot												
0 - 2000 sq ft	\$	\$	\$	\$	\$	\$	\$ 0.27	\$ 0.33	\$ 0.39	NO BID		
2001 - 4000 sq ft	\$	\$	\$	\$	\$	\$	\$ 0.27	\$ 0.33	\$ 0.39			
4001 - 6000 sq ft	\$	\$	\$	\$	\$	\$	\$ 0.26	\$ 0.32	\$ 0.38			
6001 - 10,000 sq ft	\$	\$	\$	\$	\$	\$	\$ 0.26	\$ 0.32	\$ 0.38			
Over 10,000 sq ft	\$	\$	\$	\$	\$	\$	\$ 0.26	\$ 0.32	\$ 0.38			
St. Augustine Seville												
All Prices Per Square Foot												
0 - 2000 sq ft	\$	\$	\$	\$	\$	\$	\$ 0.28	\$ 0.33	\$ 0.38	NO BID		
2001 - 4000 sq ft	\$	\$	\$	\$	\$	\$	\$ 0.28	\$ 0.33	\$ 0.38			
4001 - 6000 sq ft	\$	\$	\$	\$	\$	\$	\$ 0.28	\$ 0.32	\$ 0.38			
6001 - 10,000 sq ft	\$	\$	\$	\$	\$	\$	\$ 0.27	\$ 0.32	\$ 0.37			
Over 10,000 sq ft	\$	\$	\$	\$	\$	\$	\$ 0.27	\$ 0.32	\$ 0.37			
St. Augustine Floratam												
All Prices Per Square Foot												
0 - 2000 sq ft	\$.25	\$.30	\$.36	\$.25	\$.30	\$.36	\$ 0.27	\$ 0.32	\$ 0.37	NO BID		
2001 - 4000 sq ft	\$.25	\$.30	\$.36	\$.25	\$.30	\$.36	\$ 0.27	\$ 0.32	\$ 0.37			
4001 - 6000 sq ft	\$.25	\$.30	\$.36	\$.25	\$.30	\$.36	\$ 0.26	\$ 0.31	\$ 0.36			
6001 - 10,000 sq ft	\$.25	\$.30	\$.36	\$.25	\$.30	\$.36	\$ 0.26	\$ 0.31	\$ 0.36			
Over 10,000 sq ft	\$.25	\$.30	\$.36	\$.25	\$.30	\$.36	\$ 0.26	\$ 0.31	\$ 0.36			



**BID TABULATION
SOD MATERIALS**
Invitation to Bid# 16-027B

STRICKLAND SOD FARM PO BOX 1998 BUNNELL, FL 32110	HILLSIDE SOD FARM 1620 EAST SR 46 GENEVA, FL 32732
--	---

Item Description	Cut Sod				Rolled Sod				Cut Sod				Rolled Sod														
	Picked up	Delivered	Delivered & Installed	Picked up	Delivered	Delivered & Installed	Picked up	Delivered	Delivered & Installed	Picked up	Delivered	Delivered & Installed	Picked up	Delivered	Delivered & Installed												
Centipede																											
All Prices Per Square Foot																											
0 - 2000 sq ft	\$	\$	\$	\$	\$	\$	\$	0.40	\$	0.45	\$	0.50	NO BID														
2001 - 4000 sq ft	\$	\$	\$	\$	\$	\$	\$	0.40	\$	0.45	\$	0.50															
4001 - 6000 sq ft	\$	\$	\$	\$	\$	\$	\$	0.38	\$	0.43	\$	0.48															
6001 - 10,000 sq ft	\$	\$	\$	\$	\$	\$	\$	0.38	\$	0.40	\$	0.48															
Over 10,000 sq ft	\$	\$	\$	\$	\$	\$	\$	0.38	\$	0.43	\$	0.48															
Coastal Bermuda																											
All Prices Per Square Foot																											
0 - 2000 sq ft	NO BID												\$	0.18	\$	0.23	\$	0.28									
2001 - 4000 sq ft													\$	0.18	\$	0.23	\$	0.28									
4001 - 6000 sq ft													\$	0.18	\$	0.23	\$	0.28									
6001 - 10,000 sq ft													\$	0.17	\$	0.22	\$	0.27									
Over 10,000 sq ft	NO BID												\$	0.17	\$	0.22	\$	0.27									
Common Bermuda																											
All Prices Per Square Foot																											
All Prices Per Square Foot																											
0 - 2000 sq ft	\$.14	\$.20	\$.28	\$.14	\$.20	\$.28	\$	0.17	\$	0.22	\$	0.27	NO BID														
2001 - 4000 sq ft	\$.14	\$.20	\$.28	\$.14	\$.20	\$.28	\$	0.17	\$	0.22	\$	0.27															
4001 - 6000 sq ft	\$.14	\$.20	\$.28	\$.14	\$.20	\$.28	\$	0.17	\$	0.22	\$	0.27															
6001 - 10,000 sq ft	\$.14	\$.20	\$.28	\$.14	\$.20	\$.28	\$	0.16	\$	0.21	\$	0.26															
Over 10,000 sq ft	\$.14	\$.20	\$.28	\$.14	\$.20	\$.28	\$	0.16	\$	0.21	\$	0.26															



**BID TABULATION
SOD MATERIALS
Invitation to Bid# 16-027B**

**STRICKLAND SOD FARM
PO BOX 1998
BUNNELL, FL 32110**

**HILLSIDE SOD FARM
1620 EAST SR 46
GENEVA, FL 32732**

MISCELLANEOUS BID ITEMS

Item Description	Purchased	Installed
Biodegradable 6" Staple	All Prices Per Square Foot	
0 - 2000 sq ft	\$100/bx	\$.06
2001 - 4000 sq ft	\$100/bx	\$.06
4001 - 6000 sq ft	\$100/bx	\$.06
6001 - 10,000 sq ft	\$100/bx	\$.06
Over 10,000 sq ft	\$100/bx	\$.06
Metal 6" Staples	All Prices Per Square Foot	
0 - 2000 sq ft	\$100/bx	\$.06
2001 - 4000 sq ft	\$100/bx	\$.06
4001 - 6000 sq ft	\$100/bx	\$.06
6001 - 10,000 sq ft	\$100/bx	\$.06
Over 10,000 sq ft	\$100/bx	\$.06

Pick Up Location:

443 CR 304, HWY 100, CR 302,
BUNNELL, FL

Notification Required:

1/5 DAYS PER SCHEDULE

Damaged Pallet Fee: \$5.00

Purchased	Installed
All Prices Per Square Foot	
\$ 0.72	\$ 0.82
\$ 0.72	\$ 0.82
\$ 0.72	\$ 0.82
\$ 0.72	\$ 0.82
\$ 0.72	\$ 0.82
All Prices Per Square Foot	
\$ 0.60	\$ 0.70
\$ 0.60	\$ 0.70
\$ 0.60	\$ 0.70
\$ 0.60	\$ 0.70
\$ 0.60	\$ 0.70

Pick Up Location:

1620 EAST STATE ROAD 46
GENEVA, FL 32732

Notification Required:

4-7 DAYS

Damaged Pallet Fee: \$6.00



City of PALM COAST

Administrative Services & Economic Development
Central Services Division

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

September 6, 2018

Angie Strickland
Contract Administrator
Strickland Sod
P O Box 1998
Bunnell, FL 32110

**RE: Engagement Letter Authorizing Piggyback
Sod Materials**

16-027B

Contract Name

Contract Reference

Dear Angie Strickland,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to ap@palmcoastgov.com. Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:

Rose Conceicao

9C4ED497E51242A...

Rose Conceicao
Risk Management & Contract Coordinator
rconceicao@palmcoastgov.com

**Engagement Letter Authorizing Piggyback
Sod Materials**

	Contract Name
16-027B	
	Contract Reference

CITY OF PALM COAST

Strickland Sod

(Company)

Signature

Signature

Print Name

Print Name

Date

Date

In Process



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Strickland Sod

Project Name: Sod Materials

Bid/Reference # 16-027B

Contract Type: Piggyback

Contract Value \$ 250000.00

Resolution # _____

City Council Approval Date: _____

Standard Contract Template (Y/N): N/A - Piggyback

If No, then Reviewed by City Attorney: N/A - Piggyback

Length of Contract: 04/03/2019

Renewable (Y/N): Y

If Yes, # and length of renewals: 1

City's Project Manager Andy Hyatt

Brief Description/Purpose:

To utilize the pricing on the Flagler County contract to purchase sod for the Stormwater swale Rehabilitation and maintenance for FY 2019.

Approvals:

Responsible Dept. Director _____

Date: _____

City Finance _____

Date: _____

City Attorney _____

Date: _____

ASED Director _____

Date: _____

City Manager _____

Date: _____

Strickland Sod

From: Holly Durrance <HDurrance@flaglercounty.org>
Sent: Wednesday, June 27, 2018 4:44 PM
To: Strickland Sod
Subject: RE: BID CONTRACT FOR SOD

Hey Angie!

Kris is good with the updated pricing. There is nothing else we need on our end ☺

Holly Durrance
Procurement Analyst

E: HDurrance@flaglercounty.org | V: 386-313-4063 | W: www.flaglercounty.org



Flagler County Board of County Commissioners
1769 E. Moody Blvd., Bldg 2
Bunnell, Florida 32110



From: Strickland Sod <stricksod@pcfl.net>
Sent: Wednesday, June 27, 2018 4:42 PM
To: Holly Durrance <HDurrance@flaglercounty.org>
Subject: BID CONTRACT FOR SOD

Any reply on sod bid contract that we revised?

Angie

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Strickland Sod

To: Holly Durrance
Subject: RE: 16-027B, Sod Materials - Bid Tabulation
Attachments: FCRB BID 2018.pdf

Please find attached bid tabulation that Kris Collora and I discussed. Unfortunately, at this time, we can not agree to the extension period for ITB#16-027B under the current price structure.

In the past year the following has occurred in the sod business:

- Increased cost of fertilizer and chemicals
- Explosion boom in construction industry
- Two Hurricanes in late season 2017
- Excessive rains in 2017 & 2018 (and continuing)
- Five months of unseasonably cooler temperatures from November 2017 to March 2018 (5 month winter for sod business)
- Increase cost of labor

Combined, these factors have increased the cost of production and availability of sod and affected the whole sod industry in The State of Florida.

We also no longer grow or have access to the St. Augustine Palmetto, St. Augustine Seville, Centipede, or Coastal Bermuda which are listed under the above mentioned bid.

Therefore, I submit the revised bid tabulation for a one year period from April 4, 2018 to April 3, 2019, with the option to review and renew for an additional one year period prior to renewal date of April 4, 2019 if both parties agree.

Please advise.

Sincerely,

Angie Strickland
Strickland Sod Farm, Inc.

From: Holly Durrance <HDurrance@flaglercounty.org>
Sent: Thursday, May 17, 2018 1:48 PM
To: stricksod@pcfl.net
Cc: PURCHASING <PURCHASING@flaglercounty.org>
Subject: 16-027B, Sod Materials - Bid Tabulation

Goof Afternoon!

Please see the attached Bid Tab for 1-027B, Sod Materials. Please review and return at your earliest convenience.

Thank you!

Holly Durrance

Procurement Analyst
Flagler County BOCC
(386)313-4063



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In Process



**BID TABULATION
SOD MATERIALS**
Invitation to Bid# 16-027B

STRICKLAND SOD FARM
PO BOX 1998
BUNNELL, FL 32110

HILLSIDE SOD FARM
1620 EAST SR 46
GENEVA, FL 32732

Item Description	Cut Sod			Rolled Sod			Cut Sod			Rolled Sod		
	Picked up	Delivered	Delivered & Installed	Picked up	Delivered	Delivered & Installed	Picked up	Delivered	Delivered & Installed	Picked up	Delivered	Delivered & Installed
Bahia Pensacola												
All Prices Per Square Foot												
0 - 2000 sq ft	\$.12	\$.18	\$.26	\$.12	\$.18	\$.26	\$ 0.15	\$ 0.20	\$ 0.26	NO BID		
2001 - 4000 sq ft	\$.12	\$.18	\$.26	\$.12	\$.18	\$.26	\$ 0.15	\$ 0.20	\$ 0.26			
4001 - 6000 sq ft	\$.12	\$.18	\$.26	\$.12	\$.18	\$.26	\$ 0.13	\$ 0.18	\$ 0.23			
6001 - 10,000 sq ft	\$.12	\$.18	\$.26	\$.12	\$.18	\$.26	\$ 0.13	\$ 0.18	\$ 0.23			
Over 10,000 sq ft	\$.12	\$.18	\$.26	\$.12	\$.18	\$.26	\$ 0.13	\$ 0.18	\$ 0.23			
Bahia Argentine												
All Prices Per Square Foot												
0 - 2000 sq ft	\$.12	\$.18	\$.26	\$.12	\$.18	\$.26	\$ 0.15	\$ 0.20	\$ 0.26	NO BID		
2001 - 4000 sq ft	\$.12	\$.18	\$.26	\$.12	\$.18	\$.26	\$ 0.15	\$ 0.20	\$ 0.26			
4001 - 6000 sq ft	\$.12	\$.18	\$.26	\$.12	\$.18	\$.26	\$ 0.13	\$ 0.18	\$ 0.23			
6001 - 10,000 sq ft	\$.12	\$.18	\$.26	\$.12	\$.18	\$.26	\$ 0.13	\$ 0.18	\$ 0.23			
Over 10,000 sq ft	\$.12	\$.18	\$.26	\$.12	\$.18	\$.26	\$ 0.13	\$ 0.18	\$ 0.23			
Zoysia												
All Prices Per Square Foot												
0 - 2000 sq ft	\$.30	\$.36	\$.40	\$.30	\$.36	\$.40	\$ 0.28	\$ 0.34	\$ 0.40	NO BID		
2001 - 4000 sq ft	\$.30	\$.36	\$.40	\$.30	\$.36	\$.40	\$ 0.28	\$ 0.34	\$ 0.40			
4001 - 6000 sq ft	\$.30	\$.36	\$.40	\$.30	\$.36	\$.40	\$ 0.27	\$ 0.33	\$ 0.39			
6001 - 10,000 sq ft	\$.30	\$.36	\$.40	\$.30	\$.36	\$.40	\$ 0.27	\$ 0.33	\$ 0.39			
Over 10,000 sq ft	\$.30	\$.36	\$.40	\$.30	\$.36	\$.40	\$ 0.27	\$ 0.33	\$ 0.39			



**BID TABULATION
SOD MATERIALS**
Invitation to Bid# 16-027B

STRICKLAND SOD FARM
PO BOX 1998
BUNNELL, FL 32110

HILLSIDE SOD FARM
1620 EAST SR 46
GENEVA, FL 32732

Item Description	Cut Sod			Rolled Sod			Cut Sod			Rolled Sod		
	Picked up	Delivered	Delivered & Installed	Picked up	Delivered	Delivered & Installed	Picked up	Delivered	Delivered & Installed	Picked up	Delivered	Delivered & Installed
St. Augustine Palmetto												
All Prices Per Square Foot												
0 - 2000 sq ft	\$	\$	\$	\$	\$	\$	\$ 0.27	\$ 0.33	\$ 0.39	NO BID		
2001 - 4000 sq ft	\$	\$	\$	\$	\$	\$	\$ 0.27	\$ 0.33	\$ 0.39			
4001 - 6000 sq ft	\$	\$	\$	\$	\$	\$	\$ 0.26	\$ 0.32	\$ 0.38			
6001 - 10,000 sq ft	\$	\$	\$	\$	\$	\$	\$ 0.26	\$ 0.32	\$ 0.38			
Over 10,000 sq ft	\$	\$	\$	\$	\$	\$	\$ 0.26	\$ 0.32	\$ 0.38			
St. Augustine Seville												
All Prices Per Square Foot												
0 - 2000 sq ft	\$	\$	\$	\$	\$	\$	\$ 0.28	\$ 0.33	\$ 0.38	NO BID		
2001 - 4000 sq ft	\$	\$	\$	\$	\$	\$	\$ 0.28	\$ 0.33	\$ 0.38			
4001 - 6000 sq ft	\$	\$	\$	\$	\$	\$	\$ 0.28	\$ 0.32	\$ 0.38			
6001 - 10,000 sq ft	\$	\$	\$	\$	\$	\$	\$ 0.27	\$ 0.32	\$ 0.37			
Over 10,000 sq ft	\$	\$	\$	\$	\$	\$	\$ 0.27	\$ 0.32	\$ 0.37			
St. Augustine Floratam												
All Prices Per Square Foot												
0 - 2000 sq ft	\$.25	\$.30	\$.36	\$.25	\$.30	\$.36	\$ 0.27	\$ 0.32	\$ 0.37	NO BID		
2001 - 4000 sq ft	\$.25	\$.30	\$.36	\$.25	\$.30	\$.36	\$ 0.27	\$ 0.32	\$ 0.37			
4001 - 6000 sq ft	\$.25	\$.30	\$.36	\$.25	\$.30	\$.36	\$ 0.26	\$ 0.31	\$ 0.36			
6001 - 10,000 sq ft	\$.25	\$.30	\$.36	\$.25	\$.30	\$.36	\$ 0.26	\$ 0.31	\$ 0.36			
Over 10,000 sq ft	\$.25	\$.30	\$.36	\$.25	\$.30	\$.36	\$ 0.26	\$ 0.31	\$ 0.36			



**BID TABULATION
SOD MATERIALS**
Invitation to Bid# 16-027B

STRICKLAND SOD FARM
PO BOX 1998
BUNNELL, FL 32110

HILLSIDE SOD FARM
1620 EAST SR 46
GENEVA, FL 32732

Item Description	Cut Sod				Rolled Sod				Cut Sod				Rolled Sod				
	Picked up	Delivered	Delivered & Installed	Picked up	Delivered	Delivered & Installed	Picked up	Delivered	Delivered & Installed	Picked up	Delivered	Delivered & Installed					
Centipede																	
All Prices Per Square Foot																	
0 - 2000 sq ft	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	0.40	\$	0.45	\$	0.50	NO BID	
2001 - 4000 sq ft	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	0.40	\$	0.45	\$	0.50		
4001 - 6000 sq ft	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	0.38	\$	0.43	\$	0.48		
6001 - 10,000 sq ft	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	0.38	\$	0.40	\$	0.48		
Over 10,000 sq ft	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	0.38	\$	0.43	\$	0.48		
Coastal Bermuda																	
All Prices Per Square Foot																	
0 - 2000 sq ft											\$	0.18	\$	0.23	\$	0.28	NO BID
2001 - 4000 sq ft											\$	0.18	\$	0.23	\$	0.28	
4001 - 6000 sq ft											\$	0.18	\$	0.23	\$	0.28	
6001 - 10,000 sq ft											\$	0.17	\$	0.22	\$	0.27	
Over 10,000 sq ft											\$	0.17	\$	0.22	\$	0.27	
Common Bermuda																	
All Prices Per Square Foot																	
0 - 2000 sq ft	\$.14	\$.20	\$.28	\$.14	\$.20	\$.28	\$	0.17	\$	0.22	\$	0.27	NO BID				
2001 - 4000 sq ft	\$.14	\$.20	\$.28	\$.14	\$.20	\$.28	\$	0.17	\$	0.22	\$	0.27					
4001 - 6000 sq ft	\$.14	\$.20	\$.28	\$.14	\$.20	\$.28	\$	0.17	\$	0.22	\$	0.27					
6001 - 10,000 sq ft	\$.14	\$.20	\$.28	\$.14	\$.20	\$.28	\$	0.16	\$	0.21	\$	0.26					
Over 10,000 sq ft	\$.14	\$.20	\$.28	\$.14	\$.20	\$.28	\$	0.16	\$	0.21	\$	0.26					

NOT AVAILABLE
NO BID



**BID TABULATION
SOD MATERIALS
Invitation to Bid# 16-027B**

**STRICKLAND SOD FARM
PO BOX 1998
BUNNELL, FL 32110**

**HILLSIDE SOD FARM
1620 EAST SR 46
GENEVA, FL 32732**

MISCELLANEOUS BID ITEMS

Item Description	Purchased	Installed
Biodegradable 6" Staple	All Prices Per Square Foot	
0 - 2000 sq ft	\$100/bx	\$.06
2001 - 4000 sq ft	\$100/bx	\$.06
4001 - 6000 sq ft	\$100/bx	\$.06
6001 - 10,000 sq ft	\$100/bx	\$.06
Over 10,000 sq ft	\$100/bx	\$.06
Metal 6" Staples	All Prices Per Square Foot	
0 - 2000 sq ft	\$100/bx	\$.06
2001 - 4000 sq ft	\$100/bx	\$.06
4001 - 6000 sq ft	\$100/bx	\$.06
6001 - 10,000 sq ft	\$100/bx	\$.06
Over 10,000 sq ft	\$100/bx	\$.06

Pick Up Location:

443 CR 304, HWY 100, CR 302,
BUNNELL, FL

Notification Required:

1/5 DAYS PER SCHEDULE

Damaged Pallet Fee: \$5.00

Purchased	Installed
All Prices Per Square Foot	
\$ 0.72	\$ 0.82
\$ 0.72	\$ 0.82
\$ 0.72	\$ 0.82
\$ 0.72	\$ 0.82
\$ 0.72	\$ 0.82
All Prices Per Square Foot	
\$ 0.60	\$ 0.70
\$ 0.60	\$ 0.70
\$ 0.60	\$ 0.70
\$ 0.60	\$ 0.70
\$ 0.60	\$ 0.70

Pick Up Location:

1620 EAST STATE ROAD 46
GENEVA, FL 32732

Notification Required:

4-7 DAYS

Damaged Pallet Fee: \$6.00

City of Palm Coast, Florida

Agenda Item

Agenda Date :09/18/2018

Department Item Key	Amount Account
Subject RESOLUTION 2018-XX APPROVING AN AGREEMENT FOR EXCHANGE OF REAL PROPERTY AND AN AGREEMENT FOR JOINT USE STORMWATER MAINTENANCE AND EASEMENT WITH MATANZAS HOLDINGS LLC	
Background : <u>UPDATE TO THE SEPTEMBER 11, 2018 WORKSHOP</u> This item was heard by City Council at their September 11, 2018 Workshop. There were no changes suggested to this item. <u>ORIGINAL BACKGROUND FROM THE SEPTEMBER 11, 2018 WORKSHOP</u> City staff have been working Matanzas Holdings, LLC to facilitate commercial development along Matanzas Woods Parkway and provide local shopping opportunities to underserved areas in northern Palm Coast. In addition, the northern extension of Old Kings Road (north of Matanzas Woods Parkway) will eventually border the Matanzas Holdings, LLC property. City staff and Matanzas Holdings, LLC have negotiated an agreement to exchange real property and provide for joint use of the stormwater ponds in the area. The exchange agreement allows for the commercial development of the property along the Matanzas Woods Parkway frontage. In addition, the agreement adds additional property to the City's Northeast Corridor Greenway and accommodates the City's stormwater needs associated with Matanzas Woods Parkway and the future Old Kings Road northern extension. The property being exchanged was previously transferred by the County to the City as part of the Matanzas Woods Parkway maintenance transfer. The City is obligated to obtain the County's written approval prior to any transfer. The County's written approval was obtained on March 20, 2017 for a portion of the property being exchanged. Since that time, Matanzas Holdings, LLC was able to obtain additional property and the City has requested written approval of additional property to be transferred from the County. The City's approval will be conditioned upon written approval of the County for the remaining property to be transferred.	
Recommended Action : Approve Resolution 2018-XX approving an agreement for Exchange of Real Property and an agreement for Joint Use Stormwater Maintenance & Easement with Matanzas Holdings, LLC.	

RESOLUTION 2018 - ____
LAND EXCHANGE AND JOINT USE STORMWATER AGREEMENT
WITH MATANZAS HOLDINGS, LLC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE REAL ESTATE EXCHANGE AGREEMENT BETWEEN THE CITY OF PALM COAST AND MATANZAS HOLDINGS, LLC; APPROVING THE TERMS AND CONDITIONS OF THE JOINT USE STORMWATER AND MAINTENANCE EASEMENT AGREEMENT BETWEEN THE CITY OF PALM COAST AND MATANZAS HOLDINGS, LLC; AUTHORIZING THE CITY MANAGER OR DESIGNEE, TO EXECUTE SAID AGREEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast desires to exchange land with Matanzas Holdings, LLC, for the purposes of expanding the existing conservation areas in this neighborhood, providing additional pedestrian/bicyclist access points into such conservation areas, and encouraging retail activity in the northern part of the city that currently has none to serve area residents; and

WHEREAS, Matanzas Holdings, LLC also desires to enter into an agreement with the City of Palm Coast for the purpose of developing a shopping center; and

WHEREAS, the City of Palm Coast desires to enter into an agreement with Matanzas Holdings, LLC for the purposes of constructing and maintaining a joint use stormwater system; and

WHEREAS, Matanzas Holdings, LLC also desires to enter into an agreement with the City of Palm Coast for the purpose of constructing and maintaining a joint use stormwater system; and

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

SECTION 1. APPROVAL OF REAL ESTATE EXCHANGE AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Real Estate Exchange Agreement with Matanzas Holdings, LLC, as attached hereto and incorporated herein by reference as Exhibit "A".

SECTION 2. APPROVAL OF JOINT USE STORMWATER AGREEMENT. The City Council hereby approves the terms and conditions of the Joint Use Stormwater Maintenance and Easement Agreement with Matanzas Holdings, LLC, as attached hereto and incorporated herein by reference as Exhibit “B”.

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. 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 5. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 7. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 18th day of September 2018.

CITY OF PALM COAST, FLORIDA

Milissa Holland, Mayor

ATTEST:

Virginia A. Smith, City Clerk

Attachment: Exhibit “A” – Real Estate Exchange Agreement with Matanzas Holdings, LLC
Exhibit “B” – Joint Use Stormwater Maintenance and Easement Agreement with Matanzas Holdings, LLC

Approved as to form and legality

William E. Reischmann, City Attorney

AGREEMENT FOR EXCHANGE OF REAL PROPERTY

This Agreement for Exchange of Real Property (the “Agreement”) is made and entered into as of the “Effective Date” hereafter described, by and between **MATANZAS HOLDINGS, LLC**, a Florida limited liability company (“Developer”), whose address is 4540 Southside Boulevard, Suite 202, Jacksonville, FL 32216, and the **CITY OF PALM COAST, FLORIDA**, a municipal corporation (“City”), whose address is 160 Lake Avenue, Palm Coast, FL 32164.

Recitals:

WHEREAS, Developer is the owner of multiple tracts of land depicted as the “Developer’s Property” in Exhibit “A” and described as such in Exhibit “B,” upon which Developer intends to build a portion of a commercial development with associated parking, landscaping, signage and storm water management facilities (the “Project”); and

WHEREAS, included within Exhibit “A” is a parcel of real property depicted as the “Developer’s Exchange Parcel” and described as such in Exhibit “C;” and

WHEREAS, the City owns fee simple title to two parcels of real property (together, the “City Exchange Property”) adjacent to the Developer’s Property, depicted in Exhibit “A” and described in Exhibit “D” as “City Exchange Parcel 1,” which includes an existing City storm water pond (the “Existing Pond”), and described in Exhibit “D” as “City Exchange Parcel 2,” which has been planned to contain a “Proposed Pond” (collectively, the “City Ponds”); and

WHEREAS, the western portion of the Developer’s Property depicted generally as the “Developer’s Conservation Area” in Exhibit “A,” plus the western portions of City Exchange Parcel 1 and City Exchange Parcel 2, each depicted as “City’s Conservation Area” in Exhibit “A,” plus other City owned land shown in Exhibit “A” are referred to collectively as the “Conservation Area,” with the exact area, dimensions and legal descriptions of the Developer’s Conservation Area and the City’s Conservation Areas to be determined by the Surveys (as hereafter defined) based on the upland buffer line to be established by agreement of the parties as the eastern boundary of the Conservation Area, with due allowance for any onsite and/or offsite mitigation to be undertaken by Developer, and the legal descriptions will be included in an addendum to this Agreement; and

WHEREAS, Developer and the City have agreed to an exchange of properties pursuant to which Developer will convey the Developer’s Exchange Parcel and the Developer’s Conservation Area (collectively, the “Developer Exchange Property”) to the City, and the City will convey the City Exchange Property, less and except areas within the City’s Conservation Areas (which will be retained by the City), to the Developer in accordance with the terms and conditions of this Agreement; and

WHEREAS, in addition to the exchange of properties, the Developer has agreed to certain financial obligations and commitments in favor of the City, as more particularly described in this Agreement; and

WHEREAS, the City Council of Palm Coast, Florida (the “City Council”) deems this exchange of properties to be a proper public purpose, and that said exchange and development

will achieve important City objectives, such as stimulating economic development in the City and increasing property values, and declares that the City Exchange Property is surplus real property; and

WHEREAS, Developer represents that the Project may include national, regional and local retail businesses; and

WHEREAS, the City finds that facilitating the development of the Project serves to enhance and expand economic activity by attracting and retaining business enterprises and other activities conducive to economic promotion, and contributes to a stronger, more balanced and stable economy in the City, enhances and preserves purchasing power and employment opportunities for the residents of the City, and improves the welfare and competitive position of the City, and the City declares that it is necessary and in the public interest to facilitate the growth and creation of the business enterprises of the Project that will provide needed goods and services convenient to residents in that part of the City; and

WHEREAS, the City has determined that the exchange of real property contemplated by this Agreement to attract and retain businesses like the Project's occupants, and to achieve the economic development goals described herein, constitutes a public purpose; and

WHEREAS, the Developer's Exchange Parcel consists of an upland area abutting 288± acres of City-owned property, which is designated for Conservation or Greenbelt on the City's Future Land Use Map ("FLUM"), and the City has an interest in acquiring the Developer's Exchange Parcel to preserve parts of it for conservation purposes, allow for greater pedestrian and bicyclist access to future scenic trails within the 288± acres, and potentially provide additional storm water storage capacity for the area; and

WHEREAS, Developer and the City now desire to set forth the terms and conditions of their agreement for the exchange of the properties and various related matters, all of which can be generally summarized as follows:

- A. Developer will convey to the City fee simple title to the Developer Exchange Property, while retaining certain rights associated with the Developer's Conservation Area in favor of the Project, consisting of tree preservation credits that can be utilized towards the development of the Project, and the rights identified in the Joint Use Stormwater Maintenance and Easement Agreement, recorded simultaneously with this Agreement ;
- B. The City will convey fee simple title to the City Exchange Property to Developer, while retaining a nonexclusive storm water easement for the City's continued use of the City Ponds, which will all thereafter be maintained by Developer at no cost to the City, and may be modified and relocated by Developer as provided herein and in the Joint Use Stormwater Maintenance and Easement Agreement;
- C. Developer and the City will enter into a MPD agreement with respect to various land use and permitting issues associated with development of the Project; and

WHEREAS, the City Council is authorized to enter into this Agreement pursuant to its home rule authority; and

WHEREAS, the City Council finds that this Agreement is consistent with its Comprehensive Plan, and is in the best interests of the citizens; and

WHEREAS, all of the foregoing will be accomplished without any pledge of credit or ad valorem tax revenues on the part of the City.

NOW THEREFORE, for and in consideration of the premises hereof, the mutual covenants and benefits herein contained and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Preambles. The parties acknowledge that the above preambles are true and correct and incorporate them herein by this reference thereto.

2. Agreement to Convey; Exchange Value. Developer agrees to convey the Developer Exchange Property to the City in exchange for the City conveying the City Exchange Property to Developer in accordance with the terms and conditions of this Agreement. For the purposes of this Agreement, the Developer Exchange Property and the City Exchange Property are sometimes each referred to as an “Exchange Property” and sometimes together referred to as the “Exchange Properties,” as applicable and as the context may require. Each conveyance shall be free from all encumbrances except Permitted Exceptions (defined below), with all appurtenances pertaining thereto. The parties agree that the value of the City Exchange Property and the value of the Developer Exchange Property are each \$67,000.00 (the “Exchange Value”).

3. Title Insurance. Within five (5) days following the Effective Date hereof, Developer shall cause Old Republic National Title Insurance Company (the “Title Company”) to issue and deliver (i) an ALTA title insurance commitment to Developer (the “Developer’s Title Commitment”) obligating the Title Company to issue an owner’s policy of title insurance in the amount of the Exchange Value insuring the Developer’s title to the City Exchange Property upon the consummation of the transaction contemplated by this Agreement (the “Closing”), accompanied by one (1) copy of each document supporting any exception to the Developer’s Title Commitment, and (ii) an ALTA title insurance commitment to the City (the “City’s Title Commitment”) obligating the Title Company to issue an owner’s policy of title insurance in the amount of the Exchange Value insuring the City’s title to the Developer Exchange Property upon the Closing, accompanied by one (1) copy of each document supporting any exception to the City’s Title Commitment. All title work and title insurance costs shall be at Developer’s expense.

For the purposes of this Agreement, the term “Title Commitment” shall mean either the Developer’s Title Commitment or the City’s Title Commitment, as applicable and as the context may require.

If a Title Commitment reflects matters other than the standard exception for ad valorem real estate taxes for the current year and those matters which will be discharged by the conveying party at or prior to Closing, then the party to receive title to that Exchange Property shall give the party conveying the Exchange Property in question written notice thereof before the expiration of ten (10) business days after receipt of the Title Commitment if any such exceptions to the

Title Commitment are objectionable (*i.e.*, would have a material adverse effect on the proposed insured's use of the insured land, or would render its title unmarketable). Upon receipt of a title objection notice, the conveying party shall undertake to eliminate such objectionable exceptions. In the event the conveying party is unable with the exercise of reasonable diligence to satisfy said objections prior to Closing, the objecting party may, in its sole discretion, (i) accept title subject to the objections raised by it, in which event said objections shall be deemed to be waived for all purposes, or (ii) rescind this Agreement and this Agreement shall be of no further force and effect (except for any indemnifications which survive hereunder). The Developer shall not be obligated to spend more than \$5,000.00 to cure any title defects. The City shall not be obligated to spend any money to cure any title defects but the Developer has the option to cure those defects at its expense. For the purposes of this Agreement, all matters and exceptions reflected in the Title Commitment that are either (a) contemplated or authorized by this Agreement or (b) accepted by the party receiving title to the Exchange Property covered by such Title Commitment, shall be collectively referred to as "Permitted Exceptions".

4. Survey. Both parties shall supply the other party copies of any existing surveys of their respective Exchange Properties within three business days of the Effective Date. Within 30 days from the Effective Date, Developer, at the Developer's sole expense, shall obtain and provide to the City current surveys and legal descriptions of all of the Exchange Properties, certified to each party and to the Title Company (each, a "Survey"). The Surveys shall be prepared by a duly licensed land surveyor in accordance with the minimum technical standards for surveys in the State of Florida. If the Survey reveals any encroachment, hiatus, overlap, or other survey defect, then the same shall be treated as an objection to title, which objection must be made, if at all, by the respective party by written notice to the other party before the expiration of five (5) business days after receipt of the Surveys. In such event, the objecting party shall state what matters depicted in the Survey are objectionable (*i.e.*, would have a material adverse effect on the recipient party's use of the affected land, or would render its title unmarketable), and the Developer shall undertake to eliminate such objections in accordance with the same standards and requirements set forth in Section 3 for title objections. In the event the other party is unable with the exercise of reasonable diligence to satisfy said objections prior to Closing, the objecting party may, in its sole discretion, (i) accept title subject to the Survey objections, in which event said objections shall be deemed Permitted Exceptions and shall be waived for all purposes, or (ii) rescind this Agreement and this Agreement shall be of no further force and effect (except for any indemnifications which survive hereunder). Any amount spent by the Developer to satisfy Survey objections shall be included in the \$5,000.00 maximum described in Section 3. If the jurisdictional wetland line that constitutes the eastern boundary of the Conservation Area has not been finalized at the time the initial Surveys are produced, Developer, at the Developer's sole expense, will cause the Surveys to be revised within ten (10) days after the final wetland jurisdictional line has been established, and at least 30 days before Closing, subject to the terms of Sections 11.A and 12.C below, and will execute an addendum to this Agreement with those revised legal descriptions.

5. Inspection Period. Each party shall have until 5:00 p.m. on the date which is sixty (60) days after the Effective Date ("Inspection Period") to perform any surveys, soil test borings, environmental testing, environmental audit, or any other studies, tests or research on or about the Exchange Property they are to receive as a result of this exchange as they may desire or deem necessary. Developer shall have on all Exchange Properties a Phase 1 Environmental

Assessment performed during the Inspection Period and also a Phase 2 Environmental Assessment if recommended by the consultant, all at Developer's costs. Either party may extend the Inspection Period by fifteen (15) days (to a total of seventy-five (75) days), upon written notice to the other party delivered within sixty (60) days after the Effective Date. To the extent that either party obtains an environmental testing, environmental audit or other analysis or report during the Inspection Period, such analysis or report shall be in favor of both parties such that both parties shall be entitled to rely on such analysis or report. During the Inspection Period, either party may notify the other party of an objection to the condition of the Exchange Property it is to receive that in its sole discretion would render such Exchange Property unsuitable (*i.e.*, would have a material adverse effect on the recipient party's use of the affected land). The City has no obligation to spend any money to cure any objections, since the City is exchanging the City Exchange Parcel in its "as is, where is" condition, but the Developer may do so. If the City has objections, the Developer shall undertake to eliminate such objections in accordance with the same standards and requirements set forth in Section 3 for title objections. In the event the Developer is unable with the exercise of reasonable diligence to satisfy the City's objections prior to Closing, the City may, in its sole discretion, (i) accept the Exchange Property subject to its objections, in which event said objections shall be deemed waived for all purposes, or (ii) rescind this Agreement and this Agreement shall be of no further force and effect (except for any indemnifications which survive hereunder). Any amount spent by the Developer to satisfy objections to the physical condition of its Exchange Property shall be included in the \$5,000.00 maximum described in Section 3. To the extent allowed by law, both parties agree to indemnify, defend and hold each other harmless from and against all fines, expenses, penalties, costs, claims, liabilities and expenses, including reasonable attorneys' fees and other costs, incurred, sustained by, or asserted against the other party arising from the inspections and entries by or on behalf of a party on an Exchange Property. The foregoing indemnification shall survive the Closing or the earlier termination of this Agreement for whatever reason. The City is not waiving sovereign immunity, and its indemnity will be limited to the monetary limitations in Fla. Stat. 768.28.

6. Environmental. The City extends no warranty or any representation as to the physical condition or history of the City Exchange Parcel, and offers the City Exchange Parcel as is, where is. The City has not received any written or verbal notice from any governmental agency as to an uncorrected environmental violation. The Developer warrants to the City that to the best of the knowledge of the Developer, without inquiry and except as disclosed in the Records (defined below), the Developer's Exchange Parcel does not currently contain any Hazardous Substances in violation of any applicable environmental laws or regulations, including but not limited to Section 103 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., any "superlien" laws, any superfund laws, or similar federal or state laws, or any successor statutes thereto ("Environmental Laws"), nor to the warranting party's knowledge, has any clean-up of its Exchange Property occurred pursuant to the Environmental Laws which could give rise to liability to reimburse any governmental authority for the costs of such clean-up nor a lien or encumbrance on the Exchange Property. For the purposes hereof, the term "Hazardous Substances" shall mean all toxic or hazardous materials, chemicals, wastes, pollutants or similar substances, including, without limitation, Petroleum (as hereinafter defined), asbestos insulation and/or urea formaldehyde insulation, which are regulated, governed, restricted or prohibited by any federal, state or local law, decision, statute, rule, regulation or ordinance currently in

existence or hereafter enacted or rendered, including, but not limited to, those materials or substances defined as “hazardous substances,” “hazardous materials,” “toxic substances” or “pollutants” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., the Clean Water Act, 33 U.S.C. Section 1251 et seq., and any applicable statutes, ordinances or regulations under the laws of the State of Florida, and any rules and regulations promulgated thereunder, all as presently or hereafter amended. “Petroleum” for purposes of this Agreement shall include, without limitation, oil or petroleum of any kind and in any form including but not limited to oil, petroleum, fuel oil, oil sludge, oil refuse, oil mixed with other waste, crude oil, gasoline, diesel fuel and kerosene.

The terms and conditions of this Section 6 shall survive the Closing or the earlier termination of this Agreement for whatever reason.

7. Access to the Properties; Records and Other Information. Each party agrees that during the Inspection Period of each, the inspecting party or its agents shall have the right to enter upon the other party’s Exchange Property to make such surveys, tests, inspections, analyses and similar examinations as the inspecting party may desire with respect to the Exchange Property. The inspecting party or its agents, shall have the right to enter upon the other’s Exchange Property for such activities provided said activities shall not materially damage the Exchange Property or unreasonably disrupt the other party’s ongoing activity at the Exchange Property. The inspecting party agrees to deliver copies of all such tests, reports, surveys, examinations, etc. to the other party in the event the inspecting party elects not to acquire the Exchange Property. The inspecting party agrees to restore the Exchange Property to substantially the same condition as existed prior to its access thereto. Within ten (10) days of the Effective Date, each party hereto shall deliver to the other party all books and records, including all environmental reports and related data pertaining to their respective Exchange Property including, the permits, plans, service contracts, building inspection reports, and records and any other records or information or documents that the other party may reasonably request, with respect to the Exchange Property (“Records”) that are in that party’s possession or control. In the event this Agreement is terminated as provided for herein and the transaction is not consummated, all information, documentation and the like shall be returned to the other party.

8. Representations and Warranties. The following representations and warranties made by each party to the other party are true and correct as of the Effective Date and shall be true and correct as of the date of Closing and the truthfulness and correctness thereof shall constitute conditions precedent to either party’s obligation to exchange the Exchange Property. Each of the following representations and warranties are, however, subject to and limited by the disclosures set forth elsewhere in this Agreement.

A. Authority. Each party is duly organized, validly existing and in good standing under the laws of the State of Florida and of the United States. The individual executing this Agreement has full and lawful authority to bind and obligate their corporation or entity to perform its obligations as herein provided, and upon execution hereof, this Agreement shall be

the binding and legal obligation of the parties hereto and is enforceable against each under the laws of the State of Florida.

B. Marketable Title. Each party shall convey and deliver at Closing good and marketable title to their respective Exchange Property by special warranty deed, in form and content reasonably acceptable to each, free and clear of all mortgages, liens, encumbrances, leases, security interests, covenants, conditions, restrictions, rights-of-way, easements, judgments and other matters affecting title, except for Permitted Exceptions.

C. No Condemnation Pending or Threatened. Each party has no knowledge of any pending or threatened condemnation or similar proceeding affecting their Exchange Property or any portion thereof, nor does either party have knowledge that such action is contemplated.

D. Adverse Information. Neither party has any knowledge of any changes contemplated in any applicable laws, ordinances or regulations, or any judicial or administrative action, or any action by adjacent landowners, or natural or artificial conditions upon their Exchange Property which would prevent, limit, impede or render more costly, the current use of the Exchange Property.

E. Compliance with Laws. Neither party has any knowledge of any violation of any applicable laws, ordinances, regulations, rules or restrictions pertaining to or affecting their Exchange Property. Each party has no knowledge that performance of this Agreement would result in any breach of or constitute any default under or result in the imposition of any lien or encumbrance upon their Exchange Property under any agreement or other instrument to which either party is a party or to which either party or their Exchange Property might be bound. Neither party has received any notices from any association, city, county, state, or other governmental authority of building, land use, zoning or health code violations in respect to their Exchange Property that has not been corrected.

F. Pending Litigation. There are no legal actions, suits, or other legal or administrative proceedings including condemnation cases pending. Neither party has any knowledge of any legal actions, suits, or other legal or administrative proceedings threatened against their Exchange Property. Neither party is aware of any facts which might result in any such action, suit or other proceedings.

G. No Special Assessments or Obligations for Improvements. Neither party has any knowledge that any portion of their Exchange Property is affected by any special assessments or obligations for roads or other improvements.

H. Access to Highways and Roads. Neither party has any knowledge of any fact or condition which would result in the termination of ingress and egress to City maintained and dedicated streets and access ways.

I. Commitments to Governmental Authority. To each party's knowledge, no commitments have been made to any governmental authority, Developer, utility company, school board, church or other religious body or any property owners association or to any other organization, group or individual relating to their Exchange Property which would impose an obligation upon the other party or its successors and assigns to make any contribution or

dedications of money or land or to construct, install, or maintain any improvements of a public or private nature on or off their Exchange Property. There is no requirement that any Developer or Developer of the Exchange Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with any development of the Exchange Property or any part thereof. The provisions of this Section shall apply to any regular or non-discriminatory local real estate taxes assessed against the Exchange Property.

J. Subsurface Conditions. Except as otherwise disclosed in this Agreement or in the Records, neither party has any knowledge of any environmental, soil, or subsurface conditions located on its Exchange Property which would impair the usability or developability of such Exchange Property for its present use.

K. Environmental. To each party's knowledge, all of the statements regarding environmental matters contained in this Agreement are true and correct.

L. Contracts. Each party represents that there are no leases, rights of first refusal, options or contracts, oral or written, in existence pertaining to their Exchange Property. Neither party, nor any person authorized to act on its behalf, is a party to any written, oral or implied contract, agreement, lease or other commitment affecting or relating to their Exchange Property, including, without limitation, agreements for the purchase of goods or the rendering of services.

M. Insolvency. There has not been filed by or against either party a petition in bankruptcy or any other insolvency proceeding, or for the reorganization or appointment of a receiver or trustee, nor has either party made an assignment for the benefit of creditors, nor filed a petition for arrangement, nor entered into an arrangement with creditors, nor admitted in writing its inability to pay debts as they become due.

N. Physical Condition of Improvements. Except as may be set forth in the representations and warranties contained herein, neither party makes any representation or warranty as to the condition of the buildings, structures and other improvements located on their Exchange Property, or any systems or components thereof, said buildings, structures and other improvements to be acquired in their "AS IS" and "WHERE IS" condition.

9. Covenants Pending Closing. Following the execution of this Agreement and at all times prior to the Closing:

A. No Transfers. Neither party shall transfer, sell, assign or otherwise dispose of or pledge, mortgage, hypothecate or otherwise encumber, or lease or sublease all or any portion of their Exchange Property or any interest therein during the pendency of this Agreement.

B. Leases. Neither party shall enter into any leases or occupancy agreements for their Exchange Property.

C. Service Contracts and Permits. Neither party shall obtain any permits or enter into any employment, maintenance, service, supply or other agreement relating to their Exchange Property.

D. Insurance. Each party shall maintain hazard and liability insurance in commercially reasonable amounts, but in no event less than the amount currently carried, with respect to their Exchange Property, and all such policies shall be kept in full force and effect until the Closing.

10. Compliance with Laws. In the event that there shall be any notices of violations of law, ordinances, orders, protective covenants, development standards, requirements or regulations issued subsequent to the date hereof, but prior to the Closing, by any federal, state, county municipal or other governmental or quasi-governmental department, agency, or authority relating to their Exchange Property, each party will provide written notice thereof to the other party, and the Developer of the Exchange Property will cause the same to be complied with, at the Developer's sole cost and expense, prior to the Closing, or the Developer shall escrow sufficient funds at Closing or make such other arrangements to satisfy the other party.

11. Provisions with Respect to Closing.

A. Closing Date. The Closing shall occur through an escrow established with the Title Company, on or before thirty (30) days following adoption of the ordinances regarding the FLUM amendment and MPD Rezoning and Development Agreement for the Project by the City Council.

B. Closing Contingencies. The Closing of this Agreement shall be contingent on the occurrence or waiver in writing by both parties of the following conditions:

- (i) Approval of this Agreement by the City Council;
- (ii) Approval of the FLUM amendment, and MPD Rezoning and Development Agreement for the Project by City Council as hereinafter described;
- (iii) Approval of the Joint Use Stormwater Maintenance and Easement Agreement for the Project as hereinafter described; and
- (iv) Satisfactory completion of Inspection Periods by both parties.
- (v) Developer permitting and mitigating, at its sole costs, for all existing wetland impacts on Developer's Exchange Parcel, if any, and agreeing to provide for any wetland monitoring, at its sole costs, required by St. Johns River Water Management District as a result of such existing wetland impacts, if any, which shall be accomplished prior to approval of the Master Planned Development (MPD) Development Agreement. Alternatively, Developer may at its option pay the City at Closing such amount, if any, as the City and Developer agree would be the cost, if any, of mitigating Developer's wetland impacts to Developer's Exchange Parcel by offsite preservation or purchase of mitigation bank credits, to the extent any such wetland impacts were not mitigated by onsite preservation. If the Developer fails to mitigate such existing wetland impacts, if any, and the Developer and City are unable to mutually agree to the costs of this wetland mitigation prior to approval of the MPD Development Agreement, then Developer and the City shall execute an escrow agreement at Closing under which

Developer shall deposit with the Title Company the amount claimed by the City to be required to mitigate the wetland impacts within Developer's Exchange Parcel. The escrowed funds shall be applied to such costs as Developer performs the required mitigation, and if Developer fails to do so in a timely manner in accordance with the escrow agreement, the City shall be entitled to perform the remaining wetland impact mitigation for Developer's Exchange Parcel at Developer's expense, with a credit to Developer for the balance of the escrowed funds upon completion of the mitigation. If the cost of mitigation exceeds the escrowed funds, the Developer will reimburse the City for the overage.

Each party agrees to fully and promptly cooperate with the other party in order to satisfy the foregoing contingencies as soon as possible.

C. Obligations at Closing. On the Closing Date, Developer and the City shall each deliver all of the following closing documents, duly executed in accordance with applicable law (together, the "Closing Documents"):

- (i) Special warranty deeds conveying the respective Exchange Properties subject only to the Permitted Exceptions. The legal description of the Exchange Property on the deeds shall be as contained in the Surveys and the Title Commitments;
- (ii) Standard form owner's affidavit attesting (among other things) to the lack of any parties in possession of their respective Exchange Property, the lack of any unrecorded easements affecting their respective Exchange Property and certifying that no improvements have been undertaken thereon within the preceding ninety (90) days for which the cost thereof has not been paid;
- (iii) Such other affidavits as may reasonably be required by either party or the Title Company;
- (iv) A closing statement, an Affidavit of Interest In Real Property (in the case of Developer), the form of which is attached hereto as **Exhibit "E"** (to be completed with this Agreement), and such other documents and instruments or assignments as may reasonably be requested by either party to consummate the exchange of the Exchange Properties;
- (v) MPD Development agreement in the form approved by the Developer and the City Council;
- (vi) Joint Use Stormwater Maintenance and Easement Agreement in the form approved by Developer and the City Council; and
- (vii) Such other documents and agreements as may be reasonably required by either party or as are contemplated by this Agreement to effectuate the Closing.

D. Closing Expenses. Developer shall pay all of the costs of the Florida documentary stamp tax payable on the special warranty deeds, the Surveys, the premium for the

title insurance policies to be issued under the Title Commitments, the title search fees, and the recording fees for the deeds and any other documents to be recorded in connection therewith. Promptly after Closing, the Title Company shall issue to each party its owner's policy of title insurance with only the Permitted Exceptions as exceptions to the coverage afforded thereby. Each party shall pay its own attorney fees and all other costs incurred by that party.

The parties shall execute the Closing Documents in advance and be prepared to consummate the transaction contemplated at a later date, all in accordance with an escrow agreement to be mutually agreed upon by the parties and the Title Company.

E. Proration of Taxes. Taxes for all years prior to the year of the Closing, and prorated taxes for the year of Closing if then due, shall be paid by the Developer of the Exchange Property being conveyed prior to or at Closing. Developer shall be responsible for real estate and personal property taxes owing on Developer Exchange Property for tax years prior to the current calendar year, if any, and for the portion of the current calendar year during which Developer owned the Exchange Property (*i.e.*, Developer shall be responsible for real estate and personal property taxes owing for the period beginning on January 1, and ending (but not including) on the Closing Date). Unless City is exempt from payment thereof by applicable law, City shall be responsible for real estate and personal property taxes owing for the period commencing on the Closing Date and ending on December 31. The closing agent shall ensure compliance with Florida Statute 196.295 at settlement. City shall pay any real and personal property taxes billed with respect to the Developer Exchange Property after Closing. All special assessments which have been levied or certified prior to Closing shall be paid in full by the Developer of the Exchange Property being conveyed and any pending assessments shall be assumed by the party taking title to the Exchange Property at Closing.

12. Additional Consideration. As additional consideration for the conveyance of the Exchange Properties, the parties agree as follows:

A. Future Land Use Map (FLUM), MPD Agreement, Permitting, etc. No later than fifteen (15) days after satisfactory completion of Inspection Period, Developer shall formally submit to the City and diligently pursue its applications for a Future Land Use Map small-scale map amendment to modify the upland area of the City Exchange Parcel 1 from its "Greenbelt" designation to "Mixed Use" and MPD rezoning of the Project to allow for commercial shopping center uses as a master planned development, including a Master Planned Development Agreement and MPD Master Plan. The MPD Development Agreement shall include, among other things, a common architectural theme including a common sign plan throughout the Project and an acceptable site plan. Developer shall pay all costs of preparing all application data including application fees for all development related permits, advertising fees, and any recording fees related to such application.

B. Project Drainage System. Developer shall accept, treat and store the City's storm water and surface water (collectively, the "City Storm Water"), at no cost to the City, to the extent required by (i) St. Johns River Water Management District Permit No. 4-035-83039-1 for the "North Pond" of the Matanzas Woods Parkway Extension (presently served by the Existing Pond under that permit, which may be expanded, modified or relocated elsewhere within the Project), and (ii) St. Johns River Water Management District Permit No. 83039-5 for the Old

Kings Road Extension (to be served by the Proposed Pond designated as “SMF #1” under that permit, which may be expanded, modified or relocated elsewhere within the Project. Developer shall have the right to reconfigure, expand and relocate the City Ponds in accordance with all applicable permits to be obtained by Developer from the City and other governmental authorities, and to mix the City Storm Water with storm and surface waters emanating from the Project (together, the “Project Drainage System”), all at no cost to the City; provided, however, that the City or FDOT shall be solely responsible for the design, permitting, construction, maintenance, repair and replacement of all facilities for the collection and conveyance of the City Storm Water to the points specified in the existing St. Johns River Water Management District permits for the City Ponds. The City shall cooperate with Developer in the permitting, construction, maintenance and operation of the Project Drainage System so long as this cooperation is at no material cost to the City, and shall allow Developer to discharge its outfall from the Project Drainage System into the City Preserve Land substantially as shown on Exhibit “A” surrounding the Project in accordance with the permits and rules issued by the St. Johns River Water Management District. The Joint Use Stormwater Maintenance and Easement Agreement (the “Easement Agreement”) shall be in the form approved by the Developer and the City Council, and in the event of any conflict between the Easement Agreement and this Agreement, the terms of the Easement Agreement shall control.

C. Conservation Area. The Developer will deed an approximately 4.08-acre conservation parcel (“Developer’s Conservation Area”) to the City. The Developer’s Conservation Area is generally as depicted in **Exhibit “A”**, with the exact boundaries of the parcel to be determined by the Surveys, based on the agreed upland buffer line as the eastern boundary of the Developer’s Conservation Area, and to be included as an addendum to this Agreement.

13. Default. Except as expressly provided otherwise herein, if either party defaults or fails to perform any of its obligations hereunder within the time or times specified herein and such default or failure continues for ten (10) days after its receipt of written notice thereof from the other party (or, if such default or failure is not by its nature curable within ten (10) days but such party fails to commence such cure within ten (10) days and to thereafter diligently pursue such cure), then the non-defaulting party shall have the option to either (a) terminate this Agreement by written notice to the defaulting party, or (b) seek specific performance of the defaulting party’s obligations hereunder.

14. Assignment. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned.

15. Brokerage/Hold Harmless. Developer and the City each hereby represent and warrant that no broker or finder has been employed by them in connection with this Agreement. Each party shall indemnify and hold harmless the other party from and against any commissions or fees or claims for commissions or fees arising under the indemnifying party, which indemnification shall expressly survive Closing or the termination of this Agreement.

16. Tax Reporting Numbers. The parties agree to provide their tax identification numbers to the Title Company prior to Closing.

17. Notices. Any notice or other communication permitted or required hereunder shall be in writing and shall be sent either by hand delivery, U.S. certified mail, return receipt requested, or by overnight delivery service (e.g. Federal Express), to the party entitled or required to receive the same, at the address set forth below or at such other address as may be specified by like notice, and shall be deemed delivered when delivery is made or attempted and refused, as indicated on the receipt:

TO DEVELOPER: Matanzas Holdings, LLC
Attn: David J. Heekin
4540 Southside Boulevard, Suite 202
Jacksonville, FL 32216

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

COPY TO: Catherine D. Reischmann, Assistant City Attorney
Garganese, Weiss, D'Agresta, & Salzman, P.A.
111 N. Orange Ave., Suite 2000
Orlando, FL 32801

18. Entire Agreement: Modification. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into and superseded by this Agreement. No representations, agreements, understandings, warranties or indemnities shall be in force hereafter or deemed to exist between the parties unless expressly set forth herein. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

19. Governing Law and Binding Effect. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida, and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto, as well as their respective successors and permitted assigns. Venue for enforcement shall be in Flagler County, Florida.

20. No Pledge of Credit. Nothing herein contained, and nothing contained in any of the Closing Documents, shall constitute or be deemed a pledge by the City of its credit or taxing power or of any ad valorem tax revenues.

21. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

22. Counterparts. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

23. Severability. If any sentence, phrase, section, provision, or portion of this Agreement is for any reason be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining provisions hereon unless the deletion of such provision would have a material adverse effect on the benefits intended to be afforded hereby to either of the parties.

24. Litigation and Attorneys' Fees. In the event either party to this Agreement should bring suit to enforce or interpret any provision hereof, the prevailing party in any such litigation shall be entitled to recover from the other party, in addition to any other relief granted as a result of such litigation, all costs and expenses of such litigation, including, but not limited to, reasonable attorneys' fees and paralegal's fees incurred prior to trial, at trial, on appeal and in connection with any administrative or bankruptcy proceedings.

25. Time. Time is of the essence of this Agreement and in the performance of all conditions, covenants and obligations to be performed or satisfied by the parties hereto. Waiver of performance or of any condition, covenant, or obligation by a party shall not be implied or deemed given, and shall not be deemed to be a waiver of the performance of any other condition, covenant, or obligation, unless specifically stated in writing. Any reference herein to time periods of less than six (6) days shall in the computation thereof exclude Saturdays, Sundays and legal holidays. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day.

26. Extension of Deadlines; Cooperation. Both parties agree to grant reasonable extensions to deadlines in this Agreement when factors outside the control of the two parties delay one or both parties from meeting such deadline, and to reasonably cooperate in a diligent fashion with one another to achieve the intent of this Agreement.

27. Effective Date. The Effective Date hereof shall be the date upon which the last of the parties hereto have executed this Agreement.

28. City Council Approval. This Agreement is conditioned upon and subject to the approval of the City Council, as described herein.

[signatures appear on the following page]

[signature page of Agreement for Exchange of Real Property]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated below their signatures intending to be bound thereby.

MATANZAS HOLDINGS, LLC,
a Florida limited liability company

By: _____
David J. Heekin, Manager

Date: _____

CITY OF PALM COAST,
a Florida municipal corporation

By: _____
Jim Landon, City Manager

ATTEST:

By: _____
City Clerk

Date: _____

EXHIBIT "A"
[SITE PLAN]

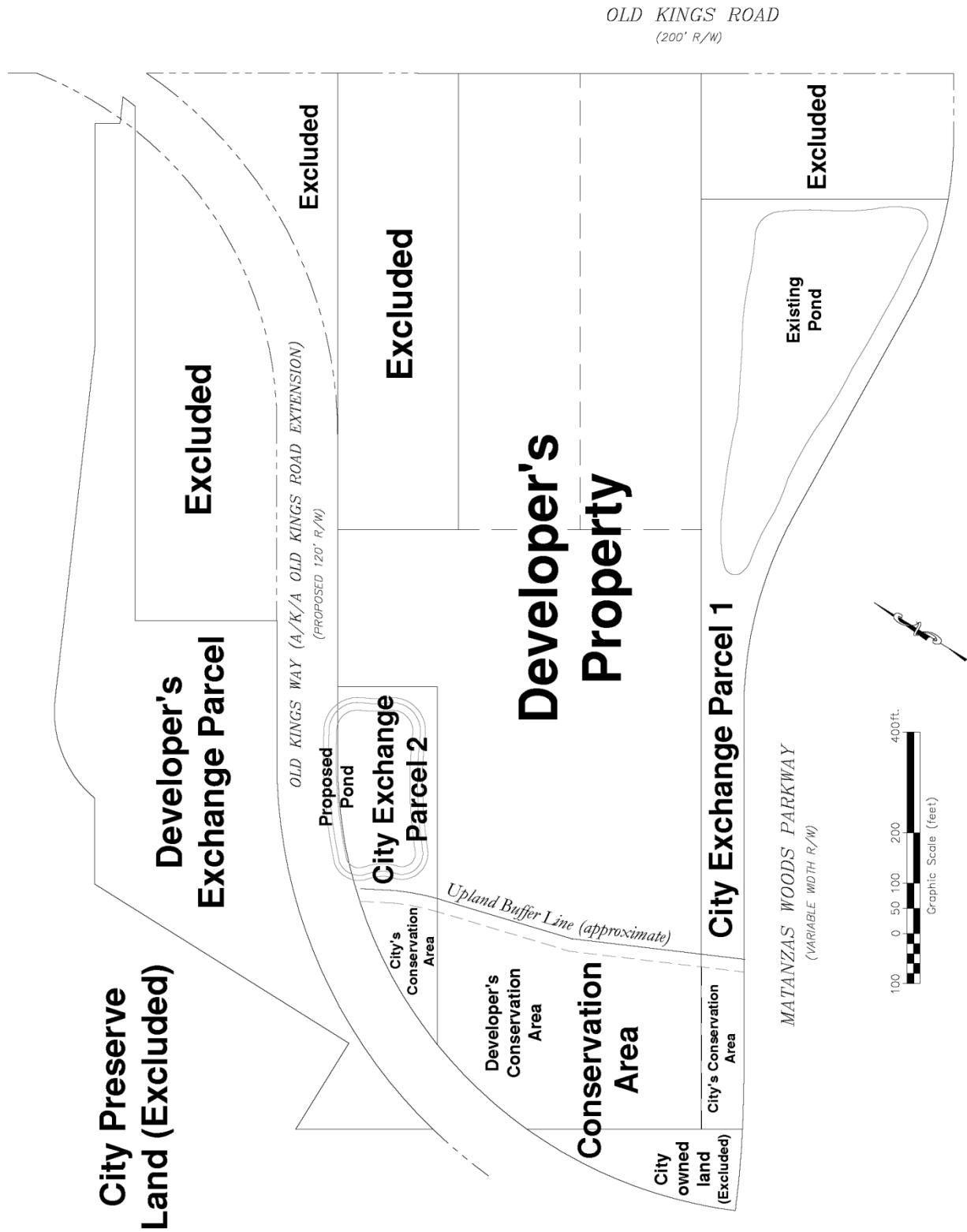


EXHIBIT "B"
[DEVELOPER'S PROPERTY]

A parcel of land lying in Sections 25 and 26, Township 10 South, Range 30 East, Flagler County, Florida, and. being more particularly described as follows:

Commence at Northeast corner of Section 26, Township 10 South, Range 30 East, Flagler County, Florida; thence on the North line of said Section 26, S 89°14'44" W, a distance of 1318.48 feet to a point on an Easterly line of those lands described in Official Records 723, page 519 of the public records of Flagler County, Florida; thence departing said North line, and on said Easterly line of those lands described in Official Records 723, page 519, S 31°38'15" E, a distance of 1361.21 feet to an angle point; thence continue on said Easterly line of those lands described in Official Records 723, page 519, S 00°33'46" W, a distance of 1149.54 feet to the intersection with the Southerly line of those lands described in Official Records 936, page 1622, said line also being a Northerly line of those lands described in Official Records 723, page 519 of the public records of Flagler County, Florida; thence on said Southerly and Northerly lines through the following courses, N 58°18'21" E, a distance of 170.64 feet to the beginning of a curve concave Southeasterly having a radius of 225.00 feet and a central angle of 56°10'39"; thence on the arc of said curve a distance of 220.61 feet, said arc being subtended by a chord which bears N 36°39'26" E, a distance of 211.88 feet to the curve's end; thence N 64°46'04" E, a distance of 705.29 feet; thence N 58°21'00" E, a distance of 444.02 feet; thence departing said Southerly and Northerly lines and on an Easterly line of said lands described in Official Records 723, page 519, S 31°39'00" E, a distance of 49.65 feet; thence departing said Easterly line and on a Northerly line of the said lands described in Official Records 723, page 519, N 64°43'5P" E, a distance of 53.79 feet to the Northwest corner of those lands described in Official Records 1463, page 481 of the public records of Flagler County, Florida, said point being on the Northerly right of way line of proposed Old Kings Way (a proposed 120 foot right of way also known as Old Kings Road Extension) and the beginning of a curve concave Northwesterly having a radius of 750.00 feet and a central angle of 02°21'04"; thence departing said Northerly line and on said Northerly right of way line the same being the Westerly line of those lands described in Official Records 1463, page 481 and on the arc of said curve a distance of 30.78 feet, said arc being subtended by a chord which bears S 05°59'05' W, a distance of 30.78 feet to a point on the Northerly line of those lands described in Official Records 880, page 1128 of the public records of Flagler County, Florida; thence departing said Northerly right of way line and said Westerly line and on the Northerly line of those lands described in Official Records 880, page 1128, S 58°21'00" W, a distance of 1023.65 feet to the Northwest corner of said Lands Described in Official Records 880, page 1128; thence departing said Northerly line and on the Westerly line of said lands described in Official Records 880, page 1128, S 31°38'22" E, a distance of 399.94 feet to a point on the Southerly right of way line of the aforesaid Proposed Old Kings Way (a proposed 120 foot Right of Way), said point also being the Southwest corner of said lands described in Official Records 880, page 1128 and the Point of Beginning; thence departing said Westerly line and on the Southerly line of those lands described in Official Records 880, page 1128 and on said Southerly right of way line of Proposed Old Kings Way, N 58°21'00"E, a distance of 181.61 feet to the Northwest corner of those lands described in Official Records 1084, page 538 of the public records of Flagler County, Florida; thence departing said Southerly line and Southerly right of way line of proposed Old Kings Way and on the Westerly line of

those lands described in Official Records 1084, page 538, Official Records 1059, page 952 and Official Records 1056, page 1578 of the public records of Flagler County, Florida, S 31°38'15" E, a distance of 719.96 feet to the Southwest corner of said lands described in Official Records 1056, page 1578 said point being on a Southerly line of the aforesaid lands described in Official Records 723, page 519; thence departing said Westerly line and on said Southerly line, S 58°20'44" W, a distance of 1192.65 feet to the most Southerly corner of said lands described in Official Records 723, page 519; thence departing said Southerly line and on a Westerly line of said lands described in Official Records 723, page 519, N 31°38'15" W, a distance of 344.77 feet to a point on the aforesaid Southerly right of way line of Proposed Old Kings Way the same being the Southerly line of those lands described in Official Records 1463 page 469 of the public records of Flagler County, Florida and the beginning of a curve concave Southeasterly having a radius of 900.00 feet and a central angle of 15°41'00"; thence on said Southerly right of way line of Proposed Old Kings Way and the Southerly line of those lands described in Official Records 1463, page 469 and on the arc of said curve a distance of 246.35 feet, said arc being subtended by a chord which bears N 11°51'16" E, a distance of 245.58 feet to the Southwesterly most corner of those lands described in Official Records 1463 page 473 of the public records of Flagler County, Florida and the curve's end; thence departing said Southerly right of way line of proposed Old Kings Way and the Southerly line of said lands described in Official Records 1463 page 469 and on the Northerly line those lands described in Official Records 1465 page 473, N 58°21'00" E, a distance of 711.37 feet to the Southeast corner of said lands described in Official Records 1463 page 473; thence departing said South line and on the East line of those lands described in Official Records 1463 page 473; thence N 31°38'15" W, a distance of 197.16 feet to a point on the aforesaid Southerly right of way line of Proposed Old Kings Way the same being the Southerly line of aforesaid lands described in Official Records 1463 page 469; thence departing said East line and on said Southerly lines, N 58°21'00" E, a distance of 130.65 feet to the Point of Beginning.

Parcel Identification Number: 25-10-30-4626-00000-00D1

TOGETHER WITH:

A parcel of land lying in Section 25, Township 10 South, Range 30 East, Flagler County, Florida being more particularly described as follows:

From a Point of Reference being the Northwest corner of said Section 25 (also being the Northeast corner of Section 26), bear S 00°21'08" E, along the West line of Section 25, a distance of 252.44 feet to the West right-of-way line of Old Kings Road (200' R/W); thence S 31°37'53" E, along said West right-of-way line, a distance of 2160.87 feet to the Point of Beginning; thence continue S 31°37'53" E along the West right-of-way line a distance of 240.00 feet; thence S 58°22'07" W, departing West right-of-way line a distance of 907.50 feet; thence N 31°37'53" W, a distance of 240.00 feet; thence N 58°22'07" E, a distance of 907.50 feet, to the West right-of-way line of Old Kings Road and the Point of Beginning.

Parcel Identification Number: 25-10-30-4626-00000-00B0

TOGETHER WITH:

A parcel of land lying in Section 25, Township 10 South, Range 30 East, Flagler County, Florida being more particularly described as follows:

From a Point of Reference being the Northwest corner of said Section 25 (also being the Northeast corner of Section 26), bear S 00°21'08" E, along the West line of Section 25, a distance of 252.44 feet to the West right-of-way line of Old Kings Road (200' R/W); thence S 31°37'53" E, along said West right-of-way line, a distance of 2400.87 feet to the Point of Beginning; thence continue S 31°37'53" E, along the West right-of-way line, a distance of 240.00 feet; thence S 58°22'07" W, departing West right-of-way line, a distance of 907.50 feet; thence N 31°37'53" W, a distance of 240.00 feet; thence N 58°22'07" E, a distance of 907.50 feet, to the West right-of-way line of Old Kings Road and the Point of Beginning.

Parcel Identification Number: 25-10-30-4626-00000-00C0

EXHIBIT "C"
[DEVELOPER'S EXCHANGE PARCEL]

A parcel of land lying in Sections 25 and 26, Township 10 South, Range 30 East, Flagler County, Florida, and being more particularly described as follows:

Commence at Northeast corner of Section 26, Township 10 South, Range 30 East, Flagler County, Florida; thence on the North line of said Section 26, S 89° 14'44" W, a distance of 1318.48 feet to a point on an Easterly line of those Lands Described in Official Records 723, page 519 of the public records of Flagler County, Florida; thence departing said North line, and on said Easterly line of those lands described in Official Records 723, page 519, S 31°38'15" E, a distance of 1361.21 feet to an angle point; thence continue on said Easterly line of those lands described in Official Records 723, page 519, S 00°33'46" W, a distance of 1149.54 feet to the intersection with the Southerly line of those lands described in Official Records 936, page 1622, said line also being a Northerly line of those lands described in Official Records 723, page 519 of the public records of Flagler County, Florida and the Point of Beginning; thence on said Southerly and Northerly lines through the following courses, N 58°18'21" E, a distance of 170.64 feet to the beginning of a curve concave Southeasterly having a radius of 225.00 feet and a central angle of 56°10'39"; thence on the arc of said curve a distance of 220.61 feet, said arc being subtended by a chord which bears N 36°39'26" E, a distance of 211.88 feet to the curves end; thence N 64°46'04"E, a distance of 705.29 feet; thence N 58°21'00" E, a distance of 444.02 feet; thence departing said Southerly and Northerly lines and on an Easterly line of said Lands Described in Official Records 723, page 519, S 31°39'00" E, a distance of 49.65 feet; thence departing said Easterly line and on a Northerly line of the said lands described in Official Records 723, page 519, N 64°43'51" E, a distance of 53.79 feet to the Northwest corner of those lands described in Official Records 1463, page 481 of the public records of Flagler County, Florida, said point being on the Northerly right of way line of Proposed Old Kings Way (a proposed 120 foot right of way) and the beginning of a curve concave Northwesterly having a radius of 750.00 feet and a central angle of 02°21'04"; thence departing said Northerly line and on said Northerly right of way line the same being the Westerly line of those lands described in Official Records 1463, page 481 and on the arc of said curve a distance of 30.78 feet, said arc being subtended by a chord which bears S 05°59'05" W, a distance of 30.78 feet to a point on the Northerly line of those lands described in Official Records 880, page 1128 of the public records of Flagler County, Florida; thence departing said Northerly right of way Line and said Westerly line and on the Northerly line of those lands described in Official Records 880, page 1128, S 58°21'00" W, a distance of 1023.65 feet to the Northwest corner of said lands described in Official Records 880, page 1128; thence departing said Northerly line and on the Westerly line of said lands described in Official Records 880, page 1128, S 31°38'22" E, a distance of 279.94 feet to a point on the aforesaid Northerly right of way Line of Proposed Old Kings Way the same being the Northerly line of those lands described in Official Records 1463, page 469 of the public records of Flagler County, Florida; thence departing said Westerly line and on said Northerly right of way Line of Proposed Old Kings Way the same being the Northerly line of those lands described in Official Records 1463, page 469, S 58°21'00" W, a distance of 279.93 feet to the beginning of a curve concave Southeasterly having a radius of 1020.00 feet and a central angle of 45°47'38"; thence on the arc of said curve a distance of 815.24 feet, said arc being subtended by a chord which bears S 35°27'11" W, a distance of 793.71 feet to the curves

end said point being on a Westerly line of the aforesaid lands described in Official Records 723, page 519; thence departing said Northerly right of way Line of Proposed Old Kings Way and the Northerly line of those Lands Described in Official Records 1463, page 469 and on said Westerly line, N 31°38'15" W, a distance of 271.30 feet; thence N 89°52'42" E, a distance of 200.55 feet; thence N 00°33'46" E, a distance of 594.17 feet to the Point of Beginning.

Parcel Identification Number: 25-10-30-4626-00000-00Z4

EXHIBIT "D"
[CITY EXCHANGE PROPERTY]

City Exchange Parcel 1

A portion of those lands described in Official Record Book 1223, page 1893, of the public records of Flagler County, Florida, being more particularly described as follows:

Commence at the intersection of the Easterly right of way line of Interstate 95 and the Southerly right of way line of Matanzas Woods Parkway per Florida Department of Transportation Right of Way Map Section 73001, Financial Project Number 411959-2; thence North 19°57'04" West, a distance of 216.00 feet along said Easterly right of way line of Interstate 95 to the Northerly right of way line of said Matanzas Woods Parkway; thence along said Northerly right of way line the following two (2) courses and distances, North 70°02'56" East, a distance of 986.76 feet to a point of curvature of a curve concave Northwesterly, having a radius of 1899.89 feet and a central angle of 08°57'03"; thence Northeasterly along the arc of said curve a distance of 296.81 feet to the Point of Beginning; thence departing said Northerly right of way line, North 31°37'51" West, a distance of 81.88 feet to the Northerly line of those lands described in Official Record Book 1223, page 1893, of the public records of Flagler County, Florida; thence North 58°22'09" East, a distance of 1850.50 feet along said Northerly line to a line 249.50 feet West of and parallel with the Westerly right of way line of Old Kings Road, per Official Record Book 640, page 899; thence South 31°37'53" East, a distance of 488.29 feet along said parallel line to a point on the aforementioned Northerly right of way line of Matanzas Woods Parkway, said point lying on a non-tangent curve concave Northerly, having a radius of 700.00 feet, a central angle of 19°04'35" and a chord bearing of South 77°51'06" West; thence along said Northerly right of way line, the following five (5) courses and distances, from a tangent bearing South 68°18'48" West, Westerly 233.06 feet along the arc of said curve to a point of tangency; thence South 87°23'23" West, a distance of 466.80 feet to a point of curvature of a curve concave Southerly, having a radius of 800.00 feet and a central angle of 29°01'15"; thence Westerly along the arc of said curve a distance of 405.21 feet to a point of tangency; thence South 58°22'08" West, a distance of 745.05 feet to a point of curvature of a curve concave Northwesterly, having a radius of 1899.89 feet and a central angle of 02°43'45"; thence Southwesterly along the arc of said curve a distance of 90.49 feet to the Point of Beginning.

Containing 7.73 acres, more or less.

Parcel Identification Number: 25-10-30-0000-01020-0050

TOGETHER WITH:

City Exchange Parcel 2

A parcel being a portion of the lands described in the Warranty Deed recorded at Official Records Book 723, page 519, of the public records of Flagler County, Florida, said parcel lying in Sections 25 and 26, Township 10 South, Range 30 East and being more particularly described as follows:

Commencing at the Southernmost corner of the lands described in the Warranty Deed recorded at Official Records Book 880, page 1128, of said public records (hereinafter referred to as Deed); thence S 58°21'30" W (S 58°22'07" W, per Deed), along the Southwesterly projection of the Southeasterly line of said lands, 30.65 feet, to the Point of Beginning; thence S 31°37'52" E, parallel with the Southwesterly right-of-way line of Old Kings Road, 197.16 feet; thence S 58°21'00" W, 711.37 feet, to a non-tangent intersection with a circular curve concave Southeasterly and having a radius of 900.00 feet; thence Northeasterly, along said curve, 607.18 feet, through a central angle of 38°39'14" and a chord bearing a distance of N 39°01'23" E, 595.73 feet to the point of tangency thereof and the aforementioned Southwesterly projection; thence N 58°21'00" E, along said Southwesterly projection, 149.28 feet to the Point of Beginning.

Said parcel containing 2.41 acres, more or less.

Parcel Identification Number: 25-10-30-4626-00000-0Z03

LESS AND EXCEPT the parts thereof lying within the Conservation Area.

EXHIBIT "E"

AFFIDAVIT OF INTEREST IN REAL PROPERTY – F.S. 286.23

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered into this _____ day of _____, 2018, for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms that the following is true:

1. The undersigned is the Manager of MATANZAS HOLDINGS, LLC, a Florida limited liability company, the legal title holder of the real property described as the Developer's Exchange Parcel on the attached Exhibit "A."

2. The names and addresses of every person having a beneficial interest in the real property described on the attached Exhibit "A" however small or minimal is/are:

	Name	Address
a)	David J. Heekin	6518 Christopher Point Road W Jacksonville, FL 32217
b)	Robert A. Heekin	1319 Monticello Road Jacksonville, FL 32207
c)	Tracy J. Considine	6700 Collier Road St. Augustine, FL 32092

FURTHER AFFIANT SAYETH NAUGHT.

MATANZAS HOLDINGS, LLC, a Florida
limited liability company

By: _____
David J. Heekin, Manager

STATE OF FLORIDA
COUNTY OF DUVAL

SWORN TO and subscribed before me this _____ day of _____, 2018, by David J. Heekin, Manager of Matanzas Holdings, LLC, a Florida limited liability company (check one) ☐ who is personally known to me or ☐ who provided _____ as identification.

Print Name: _____
Notary Public: _____

EXHIBIT "A"
[DEVELOPER'S EXCHANGE PARCEL]

A parcel of land lying in Sections 25 and 26, Township 10 South, Range 30 East, Flagler County, Florida, and being more particularly described as follows:

Commence at Northeast corner of Section 26, Township 10 South, Range 30 East, Flagler County, Florida; thence on the North line of said Section 26, S 89° 14'44" W, a distance of 1318.48 feet to a point on an Easterly line of those Lands Described in Official Records 723, page 519 of the public records of Flagler County, Florida; thence departing said North line, and on said Easterly line of those lands described in Official Records 723, page 519, S 31°38'15" E, a distance of 1361.21 feet to an angle point; thence continue on said Easterly line of those lands described in Official Records 723, page 519, S 00°33'46" W, a distance of 1149.54 feet to the intersection with the Southerly line of those lands described in Official Records 936, page 1622, said line also being a Northerly line of those lands described in Official Records 723, page 519 of the public records of Flagler County, Florida and the Point of Beginning; thence on said Southerly and Northerly lines through the following courses, N 58°18'21" E, a distance of 170.64 feet to the beginning of a curve concave Southeasterly having a radius of 225.00 feet and a central angle of 56°10'39"; thence on the arc of said curve a distance of 220.61 feet, said arc being subtended by a chord which bears N 36°39'26" E, a distance of 211.88 feet to the curves end; thence N 64°46'04"E, a distance of 705.29 feet; thence N 58°21'00" E, a distance of 444.02 feet; thence departing said Southerly and Northerly lines and on an Easterly line of said Lands Described in Official Records 723, page 519, S 31°39'00" E, a distance of 49.65 feet; thence departing said Easterly line and on a Northerly line of the said lands described in Official Records 723, page 519, N 64°43'51" E, a distance of 53.79 feet to the Northwest corner of those lands described in Official Records 1463, page 481 of the public records of Flagler County, Florida, said point being on the Northerly right of way line of Proposed Old Kings Way (a proposed 120 foot right of way) and the beginning of a curve concave Northwesterly having a radius of 750.00 feet and a central angle of 02°21'04"; thence departing said Northerly line and on said Northerly right of way line the same being the Westerly line of those lands described in Official Records 1463, page 481 and on the arc of said curve a distance of 30.78 feet, said arc being subtended by a chord which bears S 05°59'05" W, a distance of 30.78 feet to a point on the Northerly line of those lands described in Official Records 880, page 1128 of the public records of Flagler County, Florida; thence departing said Northerly right of way Line and said Westerly line and on the Northerly line of those lands described in Official Records 880, page 1128, S 58°21'00" W, a distance of 1023.65 feet to the Northwest corner of said lands described in Official Records 880, page 1128; thence departing said Northerly line and on the Westerly line of said lands described in Official Records 880, page 1128, S 31°38'22" E, a distance of 279.94 feet to a point on the aforesaid Northerly right of way Line of Proposed Old Kings Way the same being the Northerly line of those lands described in Official Records 1463, page 469 of the public records of Flagler County, Florida; thence departing said Westerly line and on said Northerly right of way Line of Proposed Old Kings Way the same being the Northerly line of those lands described in Official Records 1463, page 469, S 58°21'00" W, a distance of 279.93 feet to the beginning of a curve concave Southeasterly having a radius of 1020.00 feet and a central angle of 45°47'38"; thence on the arc of said curve a distance of 815.24 feet, said arc being subtended by a chord which bears S 35°27'11" W, a distance of 793.71 feet to the curves

end said point being on a Westerly line of the aforesaid lands described in Official Records 723, page 519; thence departing said Northerly right of way Line of Proposed Old Kings Way and the Northerly line of those Lands Described in Official Records 1463, page 469 and on said Westerly line, N 31°38'15" W, a distance of 271.30 feet; thence N 89°52'42" E, a distance of 200.55 feet; thence N 00°33'46" E, a distance of 594.17 feet to the Point of Beginning.

Parcel Identification Number: 25-10-30-4626-00000-00Z4

Prepared by:
Catherine D. Reischmann, Esq.
Garganese, Weiss & D'Agresta, P.A.
P.O. Box 2873
Orlando, FL 32802-2873

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

JOINT USE STORMWATER MAINTENANCE AND EASEMENT AGREEMENT

THIS JOINT USE STORMWATER MAINTENANCE AND EASEMENT AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2018, between **MATANZAS HOLDINGS, LLC**, a Florida limited liability company, whose address is 4540 Southside Boulevard, Suite 202, Jacksonville, FL 32216 (herein referred to as "Developer"), and the **CITY OF PALM COAST, FLORIDA**, a municipal corporation, whose address is 160 Lake Avenue, Palm Coast, FL 32164 ("City").

W I T N E S S E T H:

WHEREAS, Matanzas Holdings, LLC, a Florida limited liability company, is the owner of multiple tracts of land located north of Matanzas Woods Parkway and west of Old Kings Road in Palm Coast, Florida which is depicted as the "Developer's Property" in **Exhibit "A"** Site Plan, more particularly described on **Exhibit "B"** attached hereto, which is within the corporate limits of the City of Palm Coast, Florida (hereinafter "Developer's Property"); and

WHEREAS, included within Exhibit "A" is a parcel of real property depicted as the Developer's Exchange Parcel and described as such in **Exhibit "C"**; and

WHEREAS, City currently owns two parcels (together, the "City Exchange Property") depicted on Exhibit "A" and described in **Exhibit "D"**, as "City Exchange Parcel 1," which is improved with a stormwater pond and associated facilities where City operates a stormwater control system serving Matanzas Woods Parkway rights-of-way; and "City Exchange Parcel 2," which is planned for a retention pond and stormwater system to provide stormwater retention and treatment to serve the planned construction for the realignment of Old Kings Road; and

WHEREAS, City agrees to convey the City Exchange Property, less and except the "City's Conservation Areas" as depicted on Exhibit "A", with a legal description to be revised and included as an addendum to this Agreement, to Developer to allow Developer to construct a commercial subdivision thereon and on Developer's Property ("Project"); and

WHEREAS, as consideration for the conveyance of City Exchange Parcel 1, Developer agrees to grant the City a perpetual non-exclusive easement for stormwater drainage, collection, treatment, conveyance, and retention purposes at such location or locations within the Project as Developer shall designate from time to time that are approved by the City, which approval shall not be unreasonably withheld, delayed or conditioned (the “Project Drainage System”), to accommodate the stormwater that is currently stored, treated, retained and conveyed within City Exchange Parcel 1 for the drainage of a portion of Matanzas Woods Parkway, and Developer agrees to maintain the Project Drainage System in perpetuity at no cost to the City; and

WHEREAS, as consideration for the City’s conveyance of City Exchange Parcel 2, Developer agrees to grant the City a perpetual non-exclusive easement for stormwater drainage, collection, treatment, conveyance, and retention purposes within the Project Drainage System to accommodate the stormwater that is currently intended to be stored, treated, retained and conveyed within City Exchange Parcel 2 when requested by the City for the planned realignment of Old Kings Road ; and

WHEREAS, Developer shall convey the land described as “Developer’s Conservation Area” in the attached **Exhibit “E”** to the City, to be owned by the City as part of the “Conservation Area” described in Exhibit “E” subject to the terms of this Agreement, with a legal description to be included in an addendum to this Agreement; and

WHEREAS, Developer will grant to the City a perpetual non-exclusive easement to access the entire Project Drainage System as the City deems necessary for the administration of this Agreement; and

WHEREAS, the parties hereto wish to set forth the criteria, standards and costs that will be associated with the discharge of stormwater by the City into the Project Drainage System to be constructed and maintained by Developer.

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

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

2. **Project Drainage System**. Developer shall accept, treat and store on the Developer’s Property and the City Exchange Property all of the City’s storm water and surface water (collectively, the “City Storm Water”), at no cost to the City, to the extent required by (i) St. Johns River Water Management District Permit No. 4-035-83039-1 for the “North Pond” of the Matanzas Woods Parkway Extension (as generally depicted on Exhibit A, presently served by the existing pond located in City Exchange Parcel 1 under that permit, which pond may be expanded, modified or relocated elsewhere within the Project with the City’s approval, which shall not be unreasonably withheld, delayed or conditioned, as part of the Project Drainage System), and (ii) St. Johns River Water Management District Permit No. 83039-5 for the Old Kings Road Extension (as generally depicted on Exhibit A, to be served by the proposed pond designated as “SMF #1” under that permit, which pond may be expanded, modified or relocated elsewhere within the Project with the City’s approval, which shall not be unreasonably withheld,

delayed or conditioned, as part of the Project Drainage System). Developer shall have the right to reconfigure, expand and relocate the the aforementioned Matanzas Woods Parkway “North Pond” and Old Kings Road “SMF #1” (together, the “City Ponds”) with the City’s approval, which shall not be unreasonably withheld, delayed or conditioned, in accordance with all applicable permits to be obtained by Developer from the City and other governmental authorities, and as long as there is no adverse impact on the City, and to mix the City Storm Water with the storm water emanating from the Project in the Project Drainage System, all at no cost to the City; provided, however, that the City shall be responsible for the design, permitting, construction, maintenance, repair and replacement of all facilities for the collection and conveyance of the City Storm Water to the points designated in the St. Johns River Water Management District permits described in the preceding sentence (each an “Existing Permit”). The City shall cooperate with Developer in the permitting, construction, maintenance and operation of the Project Drainage System so long as this cooperation is at no material cost to the City, and shall allow Developer to discharge its outfall from the Project Drainage System into the Conservation Area and the City Preserve Land substantially as shown on Exhibit “A” in accordance with the permits and rules issued by the St. Johns River Water Management District.

3. **Design and Construction.** The Project Drainage System shall be designed, permitted and constructed by Developer at no cost to the City, in a good and workmanlike manner and in accordance with all applicable governmental requirements, and to ensure no adverse impact on the City stormwater discharge. In furtherance of this responsibility, the Developer will prepare, or have prepared by a consultant, engineering plans and specifications for the Project Drainage System. Such plans and specifications must be submitted to the City for approval prior to the formal permitting and construction of the Project Drainage System. It is the City’s and Developer’s intent to expedite the design, engineering, permitting and construction of the Project Drainage System as soon as practical in order to accommodate the realignment scheduled for Old Kings Road. The completion of construction of the Project Drainage System will serve as a prerequisite or condition of the issuance of a Certificate of Occupancy associated with the Project.

4. **City Plan Approval.** The design, engineering, permitting and construction of the Project Drainage System will be in substantial accordance with site plans to be approved by the City, with minor adjustments to accommodate field conditions, as approved by City. The City agrees not to unreasonably withhold, condition or delay its approval of the Project site plans and any modifications thereof.

5. **Timing of Construction of Project Drainage System.** The City has completed the design and permitting of the aforementioned SMF #1, which is shown as the “Proposed Pond” on Exhibit “A.” The Proposed Pond (or the Project Drainage System, as a substitute therefor) must be substantially completed by Developer at no cost to the City prior to the commencement of construction of the realignment of Old Kings Road (the “OKR Realignment”), with the drainage connections points for the OKR Realignment to be the same as are specified in the Existing Permit, and designed to handle 100% of the stormwater discharge as the Proposed Pond. If the Proposed Pond (or Project Drainage System, if applicable) has not been substantially completed by Developer at least ninety (90) days before the City is prepared to begin the OKR Realignment, the City shall have the right to enter upon the Project and construct the Proposed Pond according to the Existing Permit, at no cost to Developer. If the

City constructs the Proposed Pond, then the City shall be entitled to any fill generated from its construction of the Proposed Pond.

6. **Grant of Stormwater Drainage and Retention Easements.** Developer grants the City a blanket perpetual nonexclusive easement to use the Project Drainage System for the purposes described in Section 2 above over, across and under those portions of the Developer's Property and the City Exchange Property that constitute the Project Drainage System from time to time, together with full rights of access, use and enjoyment of the benefits of all ditches, culverts, drains, pipes, conduits, ponds, stormwater lift or pump stations (if any), and other facilities that will be located or constructed as part of the Project Drainage System from time to time at no cost to the City. The Developer will subordinate any liens or loans to the City's easements. The City will be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff from the realignment of Old Kings Road and from Matanzas Woods Parkway to the City Exchange Property at the locations specified in the Existing Permits.

7. **Permits and Compliance with Laws.** Developer shall obtain and comply with all applicable federal, state and local permits, as required and when required, and shall comply with all applicable federal, state and local laws, rules and regulations; including, with specificity, any applicable environmental laws, rules and regulation, in connection with the construction of the Project Drainage System. If City becomes aware of Developer's non-compliance, then Developer is required to take appropriate action to bring the system into compliance at its own expense upon reasonable notice from the City. If Developer does not do so, City may take action to bring it into compliance at Developer's expense.

8. **Maintenance and Joint Use of Project Drainage System.** Upon conveyance of the City Exchange Property to Developer by the City, Developer will be perpetually responsible for the maintenance of the Project Drainage System to accommodate the City Storm Water at no cost to the City. In addition, Developer agrees that the maintenance standards for the Project Drainage System shall be equal to or greater than the minimum maintenance standards required by the Existing Permits. Subsequent to completion of the Project Drainage System by Developer as set forth herein, Developer will bear the full cost, expense and responsibility for the maintenance, repair and replacement of the Project Drainage System and any and all appurtenant facilities in, within, on or under the Project Drainage System in accordance with its permits. Developer will operate, maintain and repair the Project Drainage System in good order and repair in accordance with all applicable permits and other governmental requirements and will undertake such maintenance and repair of the Project Drainage System as may be necessary in order to keep the Project Drainage System operating as designed and permitted.

9. **Grant of Access Easement to City for Construction and Maintenance.** In the event any required maintenance hereunder is not performed by Developer in accordance with the foregoing standards, Developer will have a period of fifteen (15) days from the date of notice to Developer to remedy deficiencies identified by the City, or forty-eight (48) hours, in case of emergency. In the event the deficiencies are not remedied in a reasonable fashion within such fifteen (15) day period, or within such forty-eight (48) hour period in case of emergency, the City will have the right, under this Access Easement, to enter the Project and undertake all reasonably necessary maintenance and repair, and be reimbursed by Developer for all reasonable fees, costs

and expenses incurred within thirty (30) days after delivery of an invoice for such costs to Developer. If Developer does not pay for the repairs, the City may record a lien on the Developer's Property and the City Exchange Property in the public records of Flagler County, Florida for such maintenance costs. Developer hereby creates, grants, and conveys to the City and its respective employees, agents, and contractors, a perpetual nonexclusive easement over the Project to access the Project Drainage System for purposes of maintaining the Project Drainage System in accordance with this Agreement should Developer fail to do so.

10. **Hazardous Substances.** Developer is prohibited from, and is charged with preventing, the dumping of any hazardous substance into the Project Drainage System.

11. **Time for Completion.** Time is of the essence in the design and construction of the Project Drainage System. Developer shall coordinate its construction of the Project Drainage System with the City's Public Works Director. If Developer abandons the construction of the Project Drainage System or fails to substantially complete same not later than ninety (90) days before the City is prepared to begin the OKR Realignment in accordance with a schedule to be approved jointly by the City and Developer, the City may construct the Proposed Pond required by the Existing Permit, substantially as shown in Exhibit "A" in accordance with the Existing Permit at no cost to Developer. If the City constructs the Proposed Pond, then the City shall be entitled to any fill generated from its construction of the Proposed Pond.

12. **Conservation Area.** The Conservation Area shall be used only for conservation and passive recreational purposes by the City, to include the right to install utilities, park benches, sidewalks, trails and other such passive recreational or municipal improvements, subject to the approval of the St. Johns River Water Management District to the extent applicable. The City hereby grants Developer a perpetual nonexclusive easement to use the Conservation Area for outfall from the Project Drainage System at no cost to the City in accordance with permits to be issued by the City and the St. Johns River Water Management District, and best practices then established by the St. Johns River Water Management District. The City and Developer shall each have the nonexclusive right, at no cost to the other, to maintain the Conservation Area in accordance with the rules of the St. Johns River Water Management District then in effect, including a wildfire mitigation plan to be approved by the City and the St. Johns River Water Management District; provided, however, that Developer shall obtain the City's approval, which shall not be unreasonably withheld, delayed or conditioned, and give the City at least ten (10) days' prior written notice of its intent to perform such work within the Conservation Area.

13. **Indemnity.** Developer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission relating to the performance of this Agreement by Developer, its agents and employees, whether direct or indirect, to any person or property to which the City or said parties may be subject. The City is not responsible for Developer's negligent acts, for errors and omissions of Developer arising from any contamination or pollutants entering the Project Drainage.

14. **No Warranty.** The City makes no representations or warranties as to the sufficiency of the Project Drainage System to prevent flooding on Developer's Property and the City Exchange Property.

15. **Recordation of Agreement.** An executed original of this Agreement shall be recorded, at Developer's expense, in the Public Records of Flagler County, Florida within fourteen (14) days of the Effective Date.

16. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, assigned (except in conjunction with the financing, leasing or sale of the Project or parts thereof), or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties and recorded in the public records of Flagler County, Florida. Developer may assign its right to consent to any such amendment or termination, and in the absence of such assignment in the public records of Flagler County, Florida, Developer's right to amend or terminate this Agreement may be exercised solely by the association or entity then responsible for the operation and management of the Project Drainage System according to the records of the St. Johns River Water Management District or its successor. No delay or omission of any party in the exercise of any right accruing upon any default of any other party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have by reason of any breach of the provisions of this Agreement.

17. **Attorneys' Fees.** In the event of any litigation arising from or concerning this Agreement, the prevailing party shall have the right to recover reasonable attorney and paralegal fees, costs and expenses as awarded by a court of competent jurisdiction, whether such attorneys' fees, costs and expenses were incurred before, during or after trial, or upon any appellate level, or in any administrative proceeding, arbitration, mediation, or any proceeding in bankruptcy or insolvency.

18. **Counterpart Execution.** The Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

19. **Time of the Essence.** The time of performance of this Agreement, and of each covenant and provision hereof, is of the essence of this Agreement.

20. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, or within three (3) days after depositing with the United States Postal Service, postage prepaid by certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

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

To Developer: Matanzas Holdings, LLC
Attn: David J. Heekin
4540 Southside Boulevard, Suite 202
Jacksonville, FL 32216

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

21. **Miscellaneous.**

A. This Agreement shall be construed in accordance with the laws of the State of Florida and the parties hereto shall have all rights and remedies available under Florida law in enforcing this Agreement. Venue will be in the 7th Judicial Circuit in and for Flagler County, Florida as to State actions, and the United States District Court for the Middle District of Florida as to Federal actions.

B. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

C. Default; Specific Performance. If either party defaults or fails to perform any of its obligations hereunder within the time or times specified herein and such default or failure continues for ten (10) days after its receipt of written notice thereof from the other party (or, if such default or failure is not by its nature curable within ten (10) days but such party fails to commence such cure within ten (10) days and to thereafter diligently pursue such cure), then the non-defaulting party shall have the right to seek specific performance of the defaulting party's obligations hereunder. The parties agree that the obligations contained in this Agreement are binding and enforceable regardless of the completion or default of the other covenants or provisions in this Agreement, and that the provisions of this Agreement are enforceable by specific performance together with and in addition to any other remedy provided by law. The parties acknowledge receipt of separate and attendant consideration, including but not limited to the receipt of ten (\$10.00), which the parties agree is adequate and sufficient.

D. No Public Rights Created. Nothing herein shall create or be construed to create any rights in or for the benefit of the general public in or to the easements or easement areas created herein.

E. Effective Date. Effective Date shall mean the last date a party executes this Agreement.

F. Covenants Running with the Land. All the provisions, agreements, rights,

G. powers, covenants, conditions and obligation contained in this Agreement shall be binding upon the parties hereto, their successors and assigns, lessees and all other persons acquiring any interest in the Property or any portion thereof, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the Developers and the respective parcels and their heirs, successors and assigns. All of the provisions in this Agreement shall constitute covenants running with the land pursuant to Florida law.

H. Subordination/Joinder. All liens, mortgages and other encumbrances not satisfied or released of record, must be subordinated to the terms of this Agreement or the lienholder must join in this Agreement. It shall be the responsibility of the Developer to promptly obtain said subordination or joinder, in form and substance acceptable to the City Attorney, prior to the City's execution of the Agreement.

I. Entire Agreement. Notwithstanding any verbal representation, this Agreement constitutes the entire agreement between the parties. This Agreement supersedes any and all prior representations, written or oral heretofore made by the parties concerning the subject matter of the Agreement, and any such representations are null and void and of no force or effect whatsoever.

J. City's Obligation. This Agreement shall not be deemed to pledge the credit of the City or to make the City a co-venturer or partner of Developer. Developer acknowledges and agrees that the City's perpetual use of the Developer's Property for stormwater purposes is a material and indispensable provision of this Agreement.

K. Further Assurances. Each party hereto agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

L. Public Records. Developer will allow public access to all documents, papers, letter or other materials subject to the provisions of Chapter 119, Florida Statutes, which have been made or received by Developer in conjunction with this Agreement.

M. Interpretation. This Agreement is not a development order or permit or development approval of any kind. No waiver or fulfillment of any condition of development arising from the City Comprehensive Plan or Land Development Code of the City is intended.

N. Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City's potential liability under state or federal law. The City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City is not liable for any claim or judgment or portion thereof, in excess of the limitations provided by Section 768.28, F.S. from time to time. This paragraph will survive termination of this Agreement.

[signature page of Joint Use Stormwater Maintenance and Easement Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

ATTEST:

CITY OF PALM COAST, FLORIDA, a
municipal corporation

Name: _____

By: _____
Jim Landon, City Manager

Name: _____

ATTEST:

By: _____
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, a municipal corporation, who is personally known to me.

Notary Public Signature

(Name typed, printed or stamped)

[signature page of Joint Use Stormwater Maintenance and Easement Agreement]

WITNESSES:

MATANZAS HOLDINGS, LLC, a
Florida limited liability company

Name: _____

By: _____
David J. Heekin, Manager

Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by David J. Heekin, Manager of Matanzas Holdings, LLC, a Florida limited liability
company, (check one) ☐ who is personally known to me or ☐ has produced
_____ as identification.

Notary Public Signature

(Name typed, printed or stamped)

EXHIBIT "A"
[SITE PLAN]

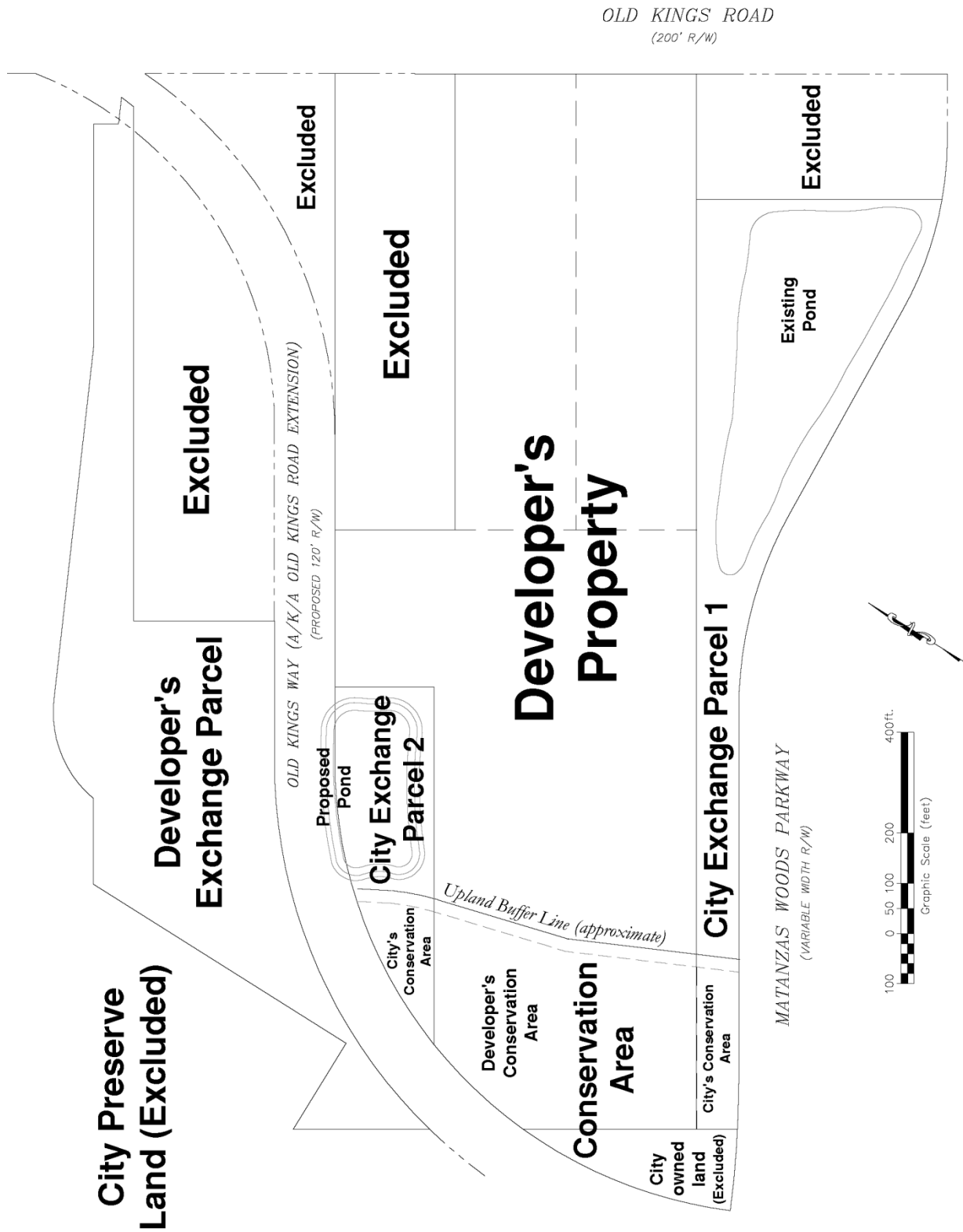


EXHIBIT "B"
[DEVELOPER'S PROPERTY]

A parcel of land lying in Sections 25 and 26, Township 10 South, Range 30 East, Flagler County, Florida, and. being more particularly described as follows:

Commence at Northeast corner of Section 26, Township 10 South, Range 30 East, Flagler County, Florida; thence on the North line of said Section 26, S 89°14'44" W, a distance of 1318.48 feet to a point on an Easterly line of those lands described in Official Records 723, page 519 of the public records of Flagler County, Florida; thence departing said North line, and on said Easterly line of those lands described in Official Records 723, page 519, S 31°38'15" E, a distance of 1361.21 feet to an angle point; thence continue on said Easterly line of those lands described in Official Records 723, page 519, S 00°33'46" W, a distance of 1149.54 feet to the intersection with the Southerly line of those lands described in Official Records 936, page 1622, said line also being a Northerly line of those lands described in Official Records 723, page 519 of the public records of Flagler County, Florida; thence on said Southerly and Northerly lines through the following courses, N 58°18'21" E, a distance of 170.64 feet to the beginning of a curve concave Southeasterly having a radius of 225.00 feet and a central angle of 56°10'39"; thence on the arc of said curve a distance of 220.61 feet, said arc being subtended by a chord which bears N 36°39'26" E, a distance of 211.88 feet to the curve's end; thence N 64°46'04" E, a distance of 705.29 feet; thence N 58°21'00" E, a distance of 444.02 feet; thence departing said Southerly and Northerly lines and on an Easterly line of said lands described in Official Records 723, page 519, S 31°39'00" E, a distance of 49.65 feet; thence departing said Easterly line and on a Northerly line of the said lands described in Official Records 723, page 519, N 64°43'5P" E, a distance of 53.79 feet to the Northwest corner of those lands described in Official Records 1463, page 481 of the public records of Flagler County, Florida, said point being on the Northerly right of way line of proposed Old Kings Way (a proposed 120 foot right of way also known as Old Kings Road Extension) and the beginning of a curve concave Northwesterly having a radius of 750.00 feet and a central angle of 02°21'04"; thence departing said Northerly line and on said Northerly right of way line the same being the Westerly line of those lands described in Official Records 1463, page 481 and on the arc of said curve a distance of 30.78 feet, said arc being subtended by a chord which bears S 05°59'05' W, a distance of 30.78 feet to a point on the Northerly line of those lands described in Official Records 880, page 1128 of the public records of Flagler County, Florida; thence departing said Northerly right of way line and said Westerly line and on the Northerly line of those lands described in Official Records 880, page 1128, S 58°21'00" W, a distance of 1023.65 feet to the Northwest corner of said Lands Described in Official Records 880, page 1128; thence departing said Northerly line and on the Westerly line of said lands described in Official Records 880, page 1128, S 31°38'22" E, a distance of 399.94 feet to a point on the Southerly right of way line of the aforesaid Proposed Old Kings Way (a proposed 120 foot Right of Way), said point also being the Southwest corner of said lands described in Official Records 880, page 1128 and the Point of Beginning; thence departing said Westerly line and on the Southerly line of those lands described in Official Records 880, page 1128 and on said Southerly right of way line of Proposed Old Kings Way, N 58°21'00"E, a distance of 181.61 feet to the Northwest corner of those lands described in Official Records 1084, page 538 of the public records of Flagler County, Florida; thence departing said Southerly line and Southerly right of way line of proposed Old Kings Way and on the Westerly line of

those lands described in Official Records 1084, page 538, Official Records 1059, page 952 and Official Records 1056, page 1578 of the public records of Flagler County, Florida, S 31°38'15" E, a distance of 719.96 feet to the Southwest corner of said lands described in Official Records 1056, page 1578 said point being on a Southerly line of the aforesaid lands described in Official Records 723, page 519; thence departing said Westerly line and on said Southerly line, S 58°20'44" W, a distance of 1192.65 feet to the most Southerly corner of said lands described in Official Records 723, page 519; thence departing said Southerly line and on a Westerly line of said lands described in Official Records 723, page 519, N 31°38'15" W, a distance of 344.77 feet to a point on the aforesaid Southerly right of way line of Proposed Old Kings Way the same being the Southerly line of those lands described in Official Records 1463 page 469 of the public records of Flagler County, Florida and the beginning of a curve concave Southeasterly having a radius of 900.00 feet and a central angle of 15°41'00"; thence on said Southerly right of way line of Proposed Old Kings Way and the Southerly line of those lands described in Official Records 1463, page 469 and on the arc of said curve a distance of 246.35 feet, said arc being subtended by a chord which bears N 11°51'16" E, a distance of 245.58 feet to the Southwesterly most corner of those lands described in Official Records 1463 page 473 of the public records of Flagler County, Florida and the curve's end; thence departing said Southerly right of way line of proposed Old Kings Way and the Southerly line of said lands described in Official Records 1463 page 469 and on the Northerly line those lands described in Official Records 1465 page 473, N 58°21'00" E, a distance of 711.37 feet to the Southeast corner of said lands described in Official Records 1463 page 473; thence departing said South line and on the East line of those lands described in Official Records 1463 page 473; thence N 31°38'15" W, a distance of 197.16 feet to a point on the aforesaid Southerly right of way line of Proposed Old Kings Way the same being the Southerly line of aforesaid lands described in Official Records 1463 page 469; thence departing said East line and on said Southerly lines, N 58°21'00" E, a distance of 130.65 feet to the Point of Beginning.

Parcel Identification Number: 25-10-30-4626-00000-00D1

TOGETHER WITH:

A parcel of land lying in Section 25, Township 10 South, Range 30 East, Flagler County, Florida being more particularly described as follows:

From a Point of Reference being the Northwest corner of said Section 25 (also being the Northeast corner of Section 26), bear S 00°21'08" E, along the West line of Section 25, a distance of 252.44 feet to the West right-of-way line of Old Kings Road (200' R/W); thence S 31°37'53" E, along said West right-of-way line, a distance of 2160.87 feet to the Point of Beginning; thence continue S 31°37'53" E along the West right-of-way line a distance of 240.00 feet; thence S 58°22'07" W, departing West right-of-way line a distance of 907.50 feet; thence N 31°37'53" W, a distance of 240.00 feet; thence N 58°22'07" E, a distance of 907.50 feet, to the West right-of-way line of Old Kings Road and the Point of Beginning.

Parcel Identification Number: 25-10-30-4626-00000-00B0

TOGETHER WITH:

A parcel of land lying in Section 25, Township 10 South, Range 30 East, Flagler County, Florida being more particularly described as follows:

From a Point of Reference being the Northwest corner of said Section 25 (also being the Northeast corner of Section 26), bear S 00°21'08" E, along the West line of Section 25, a distance of 252.44 feet to the West right-of-way line of Old Kings Road (200' R/W); thence S 31°37'53" E, along said West right-of-way line, a distance of 2400.87 feet to the Point of Beginning; thence continue S 31°37'53" E, along the West right-of-way line, a distance of 240.00 feet; thence S 58°22'07" W, departing West right-of-way line, a distance of 907.50 feet; thence N 31°37'53" W, a distance of 240.00 feet; thence N 58°22'07" E, a distance of 907.50 feet, to the West right-of-way line of Old Kings Road and the Point of Beginning.

Parcel Identification Number: 25-10-30-4626-00000-00C0

LESS AND EXCEPT the part thereof lying within the Conservation Area.

EXHIBIT "C"
[DEVELOPER'S EXCHANGE PARCEL]

A parcel of land lying in Sections 25 and 26, Township 10 South, Range 30 East, Flagler County, Florida, and being more particularly described as follows:

Commence at Northeast corner of Section 26, Township 10 South, Range 30 East, Flagler County, Florida; thence on the North line of said Section 26, S 89° 14'44" W, a distance of 1318.48 feet to a point on an Easterly line of those Lands Described in Official Records 723, page 519 of the public records of Flagler County, Florida; thence departing said North line, and on said Easterly line of those lands described in Official Records 723, page 519, S 31°38'15" E, a distance of 1361.21 feet to an angle point; thence continue on said Easterly line of those lands described in Official Records 723, page 519, S 00°33'46" W, a distance of 1149.54 feet to the intersection with the Southerly line of those lands described in Official Records 936, page 1622, said line also being a Northerly line of those lands described in Official Records 723, page 519 of the public records of Flagler County, Florida and the Point of Beginning; thence on said Southerly and Northerly lines through the following courses, N 58°18'21" E, a distance of 170.64 feet to the beginning of a curve concave Southeasterly having a radius of 225.00 feet and a central angle of 56°10'39"; thence on the arc of said curve a distance of 220.61 feet, said arc being subtended by a chord which bears N 36°39'26" E, a distance of 211.88 feet to the curves end; thence N 64°46'04"E, a distance of 705.29 feet; thence N 58°21'00" E, a distance of 444.02 feet; thence departing said Southerly and Northerly lines and on an Easterly line of said Lands Described in Official Records 723, page 519, S 31°39'00" E, a distance of 49.65 feet; thence departing said Easterly line and on a Northerly line of the said lands described in Official Records 723, page 519, N 64°43'51" E, a distance of 53.79 feet to the Northwest corner of those lands described in Official Records 1463, page 481 of the public records of Flagler County, Florida, said point being on the Northerly right of way line of Proposed Old Kings Way (a proposed 120 foot right of way) and the beginning of a curve concave Northwesterly having a radius of 750.00 feet and a central angle of 02°21'04"; thence departing said Northerly line and on said Northerly right of way line the same being the Westerly line of those lands described in Official Records 1463, page 481 and on the arc of said curve a distance of 30.78 feet, said arc being subtended by a chord which bears S 05°59'05" W, a distance of 30.78 feet to a point on the Northerly line of those lands described in Official Records 880, page 1128 of the public records of Flagler County, Florida; thence departing said Northerly right of way Line and said Westerly line and on the Northerly line of those lands described in Official Records 880, page 1128, S 58°21'00" W, a distance of 1023.65 feet to the Northwest corner of said lands described in Official Records 880, page 1128; thence departing said Northerly line and on the Westerly line of said lands described in Official Records 880, page 1128, S 31°38'22" E, a distance of 279.94 feet to a point on the aforesaid Northerly right of way Line of Proposed Old Kings Way the same being the Northerly line of those lands described in Official Records 1463, page 469 of the public records of Flagler County, Florida; thence departing said Westerly line and on said Northerly right of way Line of Proposed Old Kings Way the same being the Northerly line of those lands described in Official Records 1463, page 469, S 58°21'00" W, a distance of 279.93 feet to the beginning of a curve concave Southeasterly having a radius of 1020.00 feet and a central angle of 45°47'38"; thence on the arc of said curve a distance of 815.24 feet, said arc being subtended by a chord which bears S 35°27'11" W, a distance of 793.71 feet to the curves

end said point being on a Westerly line of the aforesaid lands described in Official Records 723, page 519; thence departing said Northerly right of way Line of Proposed Old Kings Way and the Northerly line of those Lands Described in Official Records 1463, page 469 and on said Westerly line, N 31°38'15" W, a distance of 271.30 feet; thence N 89°52'42" E, a distance of 200.55 feet; thence N 00°33'46" E, a distance of 594.17 feet to the Point of Beginning.

Parcel Identification Number: 25-10-30-4626-00000-00Z4

EXHIBIT "D"
[CITY EXCHANGE PROPERTY]

City Exchange Parcel 1

A portion of those lands described in Official Record Book 1223, page 1893, of the public records of Flagler County, Florida, being more particularly described as follows:

Commence at the intersection of the Easterly right of way line of Interstate 95 and the Southerly right of way line of Matanzas Woods Parkway per Florida Department of Transportation Right of Way Map Section 73001, Financial Project Number 411959-2; thence North 19°57'04" West, a distance of 216.00 feet along said Easterly right of way line of Interstate 95 to the Northerly right of way line of said Matanzas Woods Parkway; thence along said Northerly right of way line the following two (2) courses and distances, North 70°02'56" East, a distance of 986.76 feet to a point of curvature of a curve concave Northwesterly, having a radius of 1899.89 feet and a central angle of 08°57'03"; thence Northeasterly along the arc of said curve a distance of 296.81 feet to the Point of Beginning; thence departing said Northerly right of way line, North 31°37'51" West, a distance of 81.88 feet to the Northerly line of those lands described in Official Record Book 1223, page 1893, of the public records of Flagler County, Florida; thence North 58°22'09" East, a distance of 1850.50 feet along said Northerly line to a line 249.50 feet West of and parallel with the Westerly right of way line of Old Kings Road, per Official Record Book 640, page 899; thence South 31°37'53" East, a distance of 488.29 feet along said parallel line to a point on the aforementioned Northerly right of way line of Matanzas Woods Parkway, said point lying on a non-tangent curve concave Northerly, having a radius of 700.00 feet, a central angle of 19°04'35" and a chord bearing of South 77°51'06" West; thence along said Northerly right of way line, the following five (5) courses and distances, from a tangent bearing South 68°18'48" West, Westerly 233.06 feet along the arc of said curve to a point of tangency; thence South 87°23'23" West, a distance of 466.80 feet to a point of curvature of a curve concave Southerly, having a radius of 800.00 feet and a central angle of 29°01'15"; thence Westerly along the arc of said curve a distance of 405.21 feet to a point of tangency; thence South 58°22'08" West, a distance of 745.05 feet to a point of curvature of a curve concave Northwesterly, having a radius of 1899.89 feet and a central angle of 02°43'45"; thence Southwesterly along the arc of said curve a distance of 90.49 feet to the Point of Beginning.

Containing 7.73 acres, more or less.

Parcel Identification Number: 25-10-30-0000-01020-0050

TOGETHER WITH:

City Exchange Parcel 2

A parcel being a portion of the lands described in the Warranty Deed recorded at Official Records Book 723, page 519, of the public records of Flagler County, Florida, said parcel lying in Sections 25 and 26, Township 10 South, Range 30 East and being more particularly described as follows:

Commencing at the Southernmost corner of the lands described in the Warranty Deed recorded at Official Records book 880, page 1128, of said public records (hereinafter referred to as Deed); thence S 58°21'30" W (S 58°22'07" W, per Deed), along the Southwesterly projection of the Southeasterly line of said lands, 30.65 feet, to the Point of Beginning; thence S 31°37'52" E, parallel with the Southwesterly right-of-way line of Old Kings Road, 197.16 feet; thence S 58°21'00" W, 711.37 feet, to a non-tangent intersection with a circular curve concave Southeasterly and having a radius of 900.00 feet; thence Northeasterly, along said curve, 607.18 feet, through a central angle of 38°39'14" and a chord bearing a distance of N 39°01'23" E, 595.73 feet to the point of tangency thereof and the aforementioned Southwesterly projection; thence N 58°21'00" E, along said Southwesterly projection, 149.28 feet to the Point of Beginning.

Said parcel containing 2.41 acres, more or less.

Parcel Identification Number: 25-10-30-4626-00000-0Z03

LESS AND EXCEPT the parts thereof lying within the Conservation Area.

EXHIBIT “E”
[CONSERVATION AREA TO BE AMENDED IN AN ADDENDUM
TO SUBSTITUTE A PRECISE LEGAL DESCRIPTION OF THE FOLLOWING]

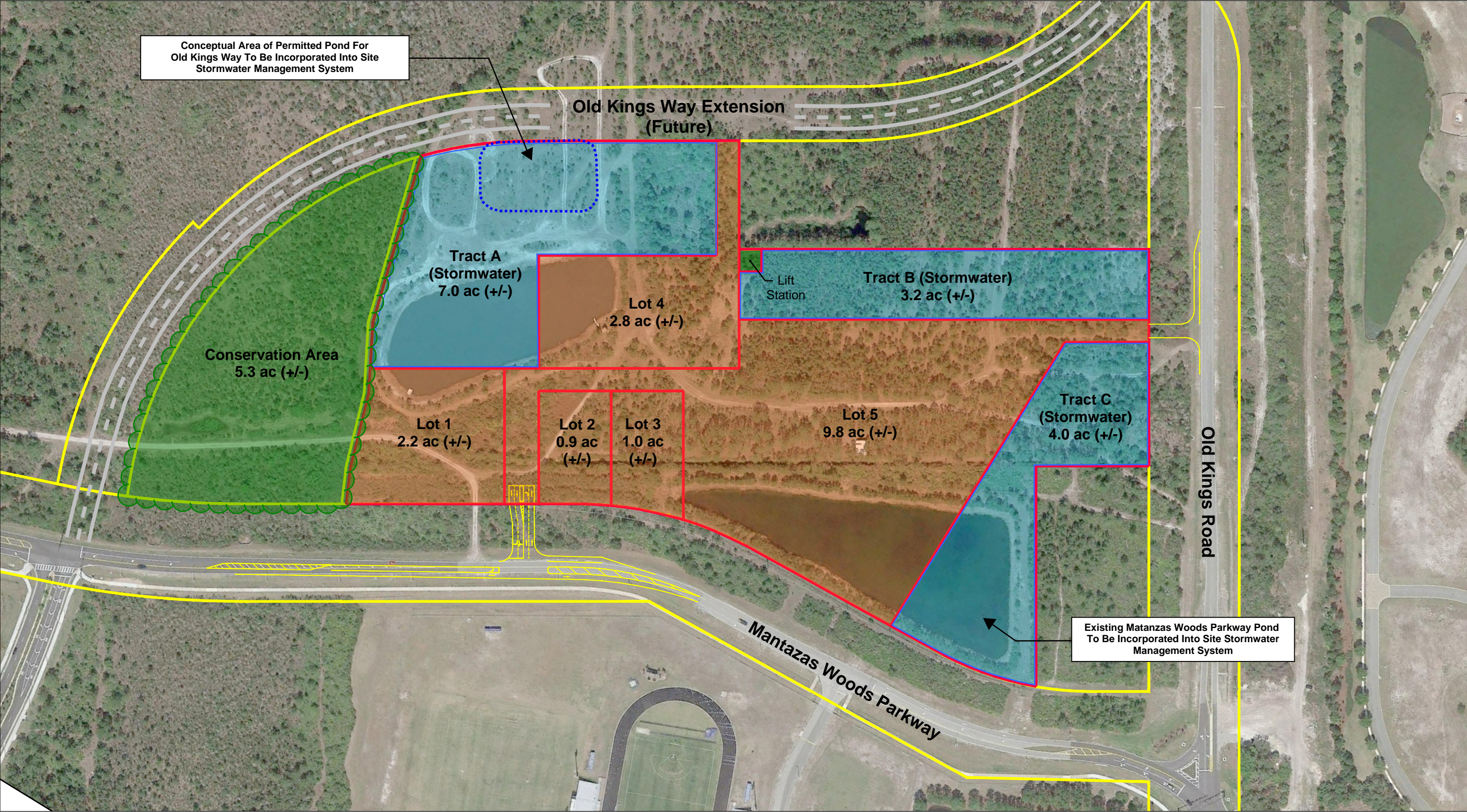
Developer’s Conservation Area

[That part of Developer’s Property designated as Parcel Identification Number: 25-10-30-4626-00000-00D1 in Exhibit “B” lying west of the “Wetland Buffer Line” substantially where shown in Exhibit “A,” which is to be established by agreement of Developer and the City]

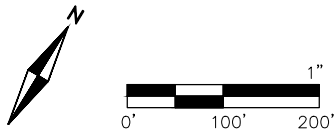
City’s Conservation Area

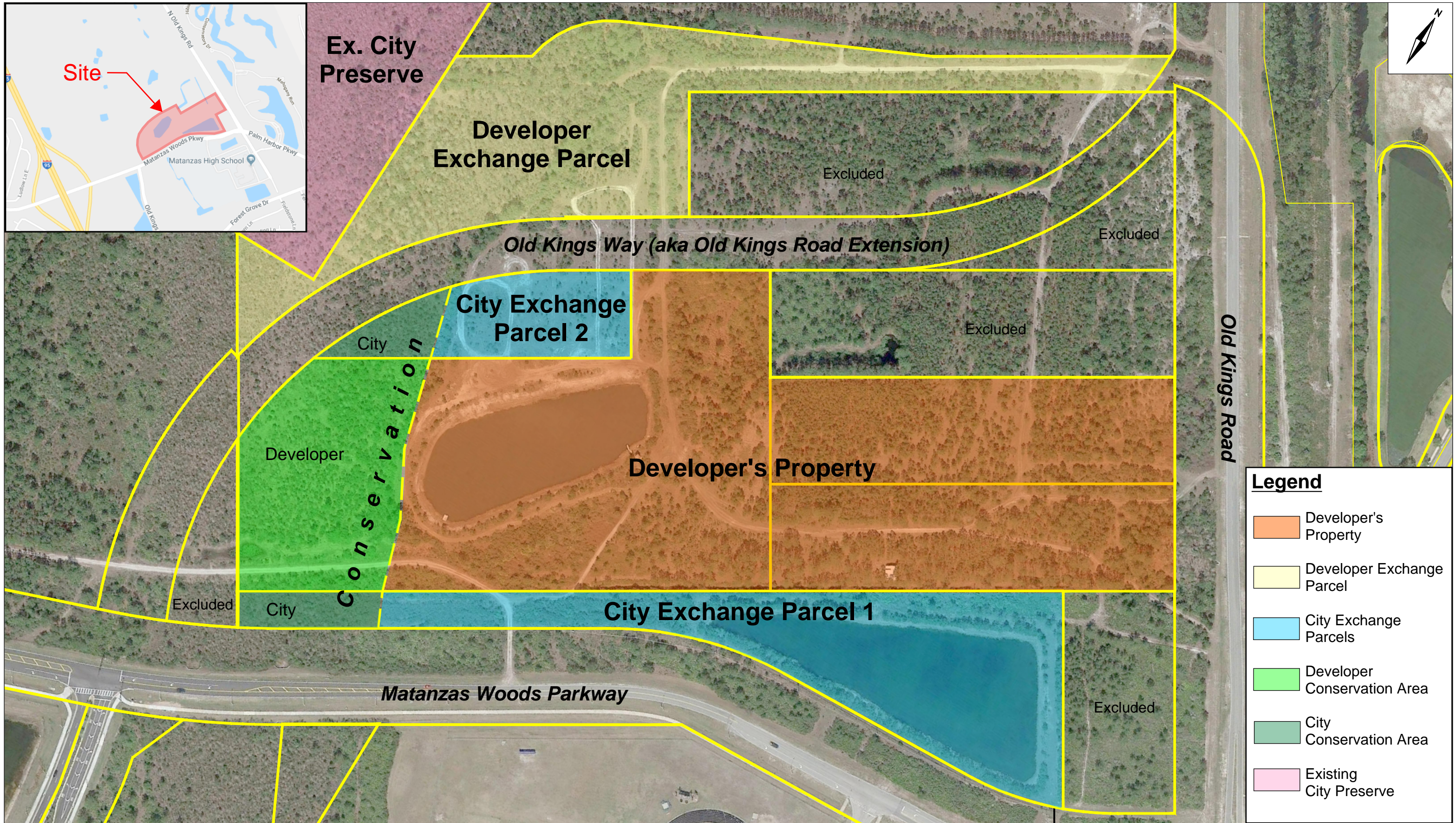
[Those parts of the City Exchange Property described in Exhibit “C” lying west of the “Wetland Buffer Line” substantially where shown in Exhibit “A,” which is to be established by agreement of Developer and the City, plus the City owned land bounded on the east by the Developer’s Property and City Exchange Parcel 1, on the west by the Old Kings Road Extension, and on the south by Matanzas Woods Parkway]

NOTE: The foregoing general descriptions shall be replaced with a consolidated metes-and-bounds legal description of the Conservation Area upon establishment of the Wetland Buffer Line by agreement of Developer and the City.

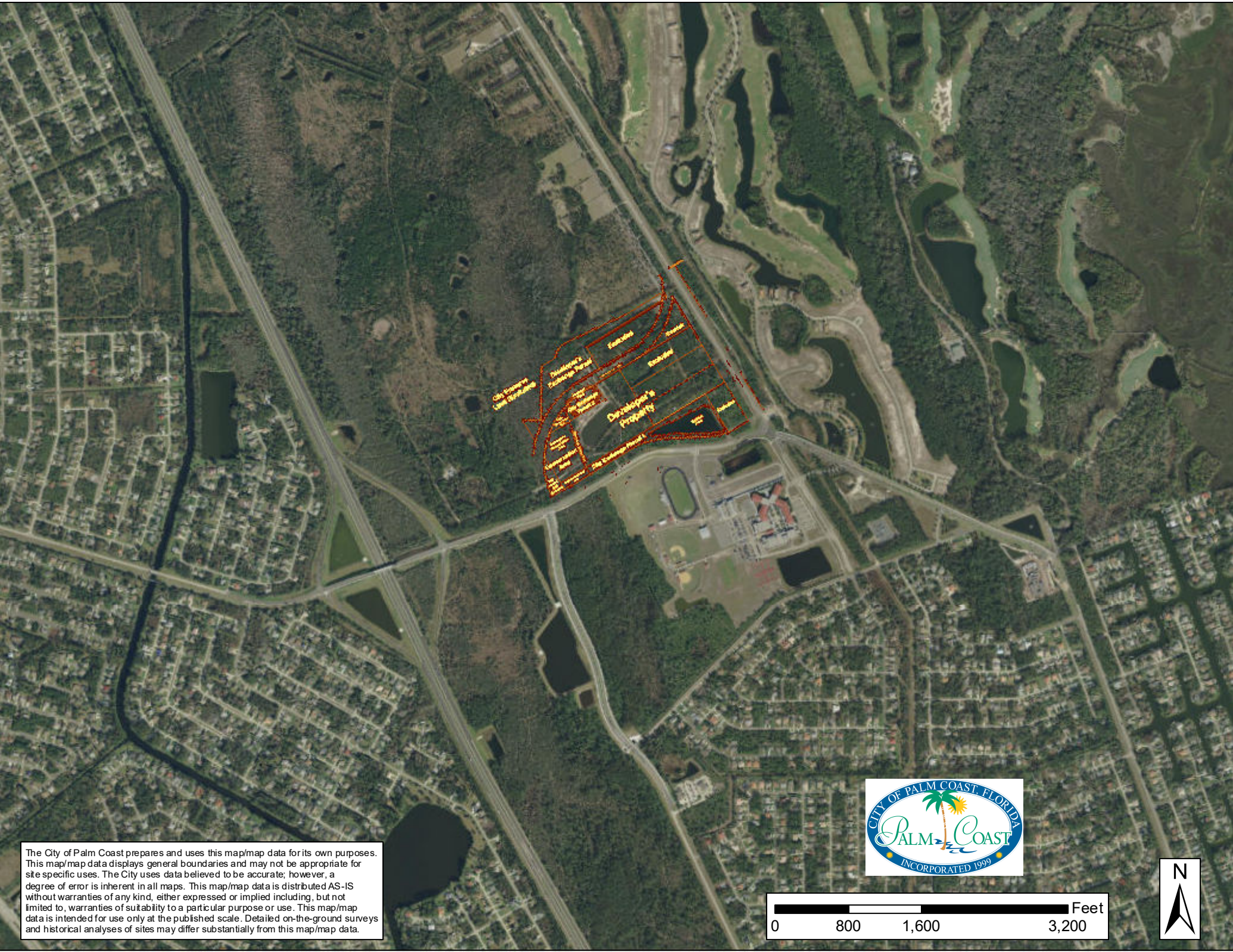


MATANZAS WOODS RETAIL CENTER
MATANZAS WOODS PARKWAY, PALM COAST, FLORIDA

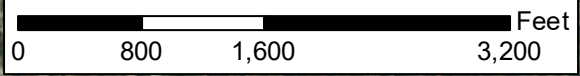




MATANZAS WOODS LAND SWAP
MATANZAS WOODS PARKWAY, PALM COAST, FLORIDA



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



City of Palm Coast, Florida
Agenda Item

Agenda Date :09/18/2018

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



Meeting Calendar for 9/20/2018 through 10/31/2018

9/25/2018 9:00 AM

City Council Workshop
City Hall

9/27/2018 5:00 PM

Beautification and Environmental Advisory Committee
City Hall

10/2/2018 6:00 PM

City Council
City Hall

10/3/2018 10:00 AM

Code Enforcement Board
City Hall

10/9/2018 9:00 AM

City Council Workshop
City Hall

10/16/2018 9:00 AM

City Council
City Hall

10/17/2018 5:30 PM

Planning & Land Development Regulation Board
City Hall

10/25/2018 5:00 PM

Beautification and Environmental Advisory Committee
City Hall



Meeting Calendar for 9/20/2018 through 10/31/2018

10/30/2018 9:00 AM

City Council Workshop
City Hall

#	File #	Item	Title	Staff
			Business 9/18/2018	
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		Proclamation	2018 Constitution Week	Lane
6		Resolution	Vacation of utility easement	Meehan
7		Resolution	Final Plat Approval Grand Landings Phase 3B	Meehan
8		Resolution	Final Plat Approval Grand Landings Phase 3C	Meehan
9		Ordinance 2nd	OKR rezoning	Meehan
10		Ordinance 2nd	Whiteview MPD	Meehan
11		Ordinance 2nd	Amend Town Center MPD parking canopies	Meehan
12		Ordinance 1st	Annexation-BIA	Papa
			Business 9/19/2018 PROPOSED SPECIAL BUDGET 5:05 PM	
1		Resolution	Budget items	Alves
2		Resolution	Fleet	Abreu
			Workshop 9/25/2018	
1		Resolution	NSF 60 Anionic Polymer	Adams/Roussell
2		Resolution	NSF 60 High Calcium Bulk Quicklime	Adams/Roussell
3		Resolution	25% NSF 60 SodiumHydroxide (Membrane Grade)	Adams/Roussell
4		Ordinance	Animal Control amendment	Grossman
5		Presentation	Shop Local Efforts Update	Lane/Newingham
6		Resolution	Fiscal Sustainability Plan for Wastewater Treatment Plant 2	Kronenberg
7		Resolution	Discharge Permit Modification	Kronenberg
8		Resolution	R Section Pep Main Improvements	Kronenberg
9		Presentation	External Stakeholder Group for Innovation District	Newingham
			Business 10/02/2018	
1		Resolution	NSF 60 Anionic Polymer	Adams/Roussell
2		Resolution	NSF 60 High Calcium Bulk Quicklime	Adams/Roussell
3		Resolution	25% NSF 60 SodiumHydroxide (Membrane Grade)	Adams/Roussell
4		Presentation	Senior Games Celebration of Athletes 10/02	Boyer/Washington
5		Ordinance 1st	Animal Control amendment	Grossman

6		Resolution	Fiscal Sustainability Plan for Wastewater Treatment Plant 2	Kronenberg
7		Resolution	Discharge Permit Modification	Kronenberg
8		Resolution	R Section Pep Main Improvements	Kronenberg
9		Ordinance 2nd	Annexation-BIA	Papa
10		Proclamation	Fire Prevention Week	Lane
			Workshop 10/9/2018	
1		Resolution	Piggyback the City of Ormond Beach with Environmental Operating Solutions Inc. for the Purchase of Micro C	Adams/Ashburn
2		Presentation	Budget Amendment for FY '19	Alves
3		Presentation	Proposal and Funding Source PW Facility	Cote
4		Resolution	Lehigh Trail LAP Agreement	Dvornikova
5		Ordinance 2nd	Animal Control amendment	Grossman
6		Presentation	Drones 10/9	Kladke
			Business 10/16/2018	
1		Resolution	Piggyback the City of Ormond Beach with Environmental Operating Solutions Inc. for the Purchase of Micro C	Adams/Ashburn
2		Resolution	Budget Amendment for FY '19	Alves
3		Presentation	Intercoastal Waterway Cleanup Results	Bevan
4		Resolution	Lehigh Trail LAP Agreement	Dvornikova
5		Presentation	Citizen's Academy Graduation-10/16 44	Lane
6		Proclamation	Fl City Government Week 10/16	Lane
7		Resolution	Certification of Primary election results	Smith
			Workshop 10/30/2018	
1		Resolution	Electric Tax	Alves
2		Resolution	PW Facility	Cote
			Business 11/06/2018	
1		Resolution	Budget Amendment	Alves
2		Resolution	Electric Tax	Alves
3		Resolution	Franchise Agreement FPL	Alves
4		Resolution	PW Facility	Cote
5		Proclamation	Diabetes Awareness 11/6	Lane
			Workshop 11/13/2018	
			Business 11/20/2018	

1		Proclamation	Small Business Saturday	Lane
2		Oath	Oath of Office new Council Members	Smith
3		Appointments	Council Liaisons appointments	Smith
4		Resolution	Certification of general election results	Smith
			Future	
1		Resolution	Utility Fee Schedule	Adams
2		Resolution	Master Plan SCADA Telemetry Standardization	Adams/Hogan
3		Resolution	Annual Fire Inspection Fees	Alves
4		Resolution	Reuse Master Plan	Ashburn
5		Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
6		Resolution	Interlocal Mala Compra Storm Drain Project	Blake/Kronenberg
8		Resolution	Purchase/Installation Primary Clarifier Process Equipment WWTP #1	Blake
9		Resolution	Stormwater and Environmental Engineering Services WO	Cote/Peel
10		Resolution	Property Exchange NECGA	Falgout
11		Ordinance 1st	Coastal Trace FLUM	Papa
12		Ordinance 1st	Coastal Trace Rezoning	Papa

City of Palm Coast, Florida
Agenda Item

Agenda Date : 09/18/2018

Department	CITY CLERK	Amount
Item Key	4301	Account
		#
Subject	ATTACHMENTS TO MINUTES	
Background :		
Recommended Action :		

Modification to Town Center MPD

Application #3722

Community Development Department



Overview

- Town Center approved 2003.
- Ordinance 2003-32.
- 5 Planning Areas: Town Core (Urban Center & Urban Core), Town Residential, Town Service Area, Town Business Area, Perimeter Commercial.
- Each Planning Area has its own zoning and site development regulations.
- 1610 acres.

TOWN CENTER AT PALM COAST



ARCHITECTURAL REVIEW CRITERIA & GUIDELINES

March 2006
Revised: April 12, 2007
Revised: October 13, 2014

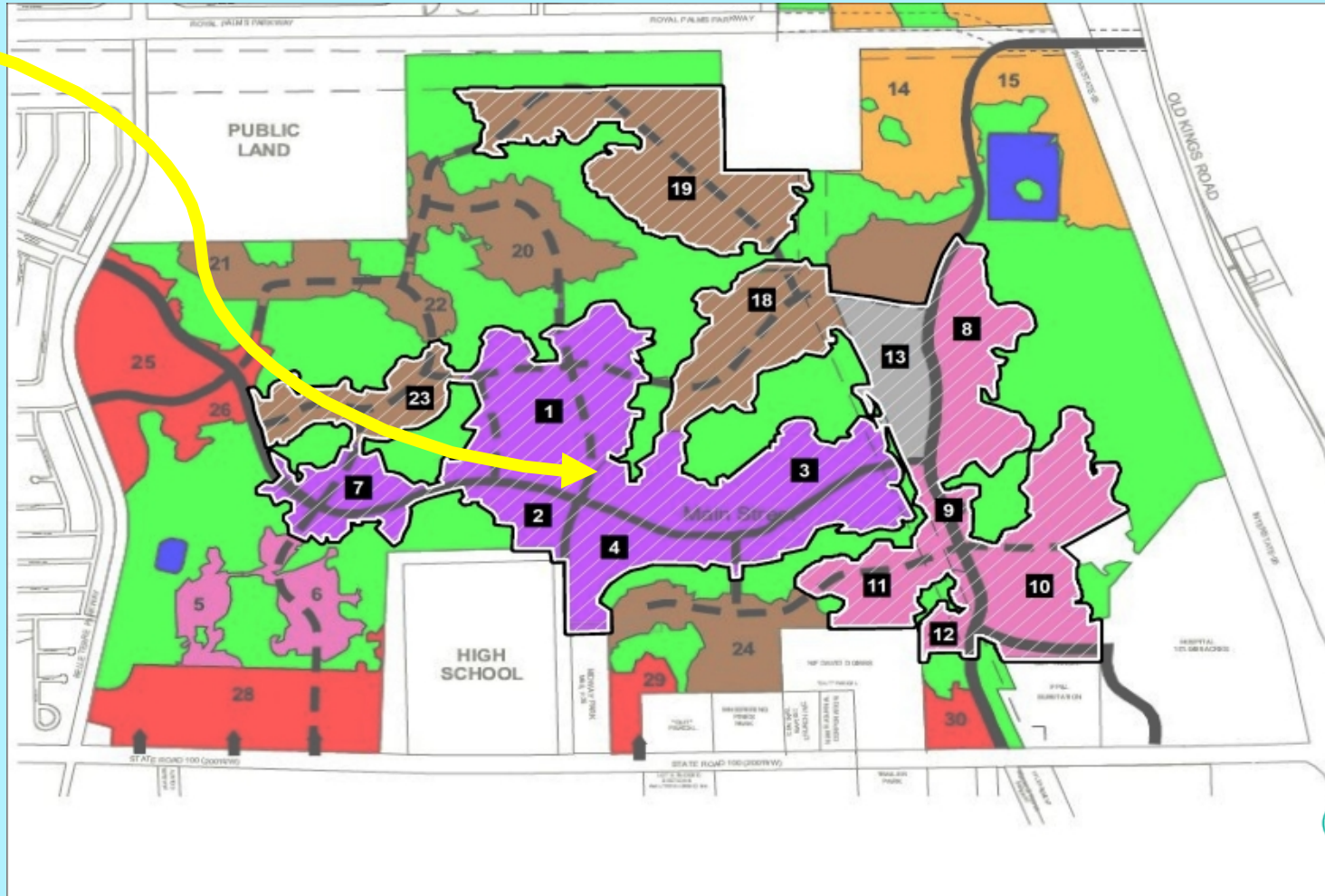
Town Center Core Areas

- “Urban Core will contain the most intense urban areas.”
- It’s the “downtown of Town Center.”
- 80 feet height.
- 95% impervious coverage.
- On street diagonal parking.
- Urban-style building placement.

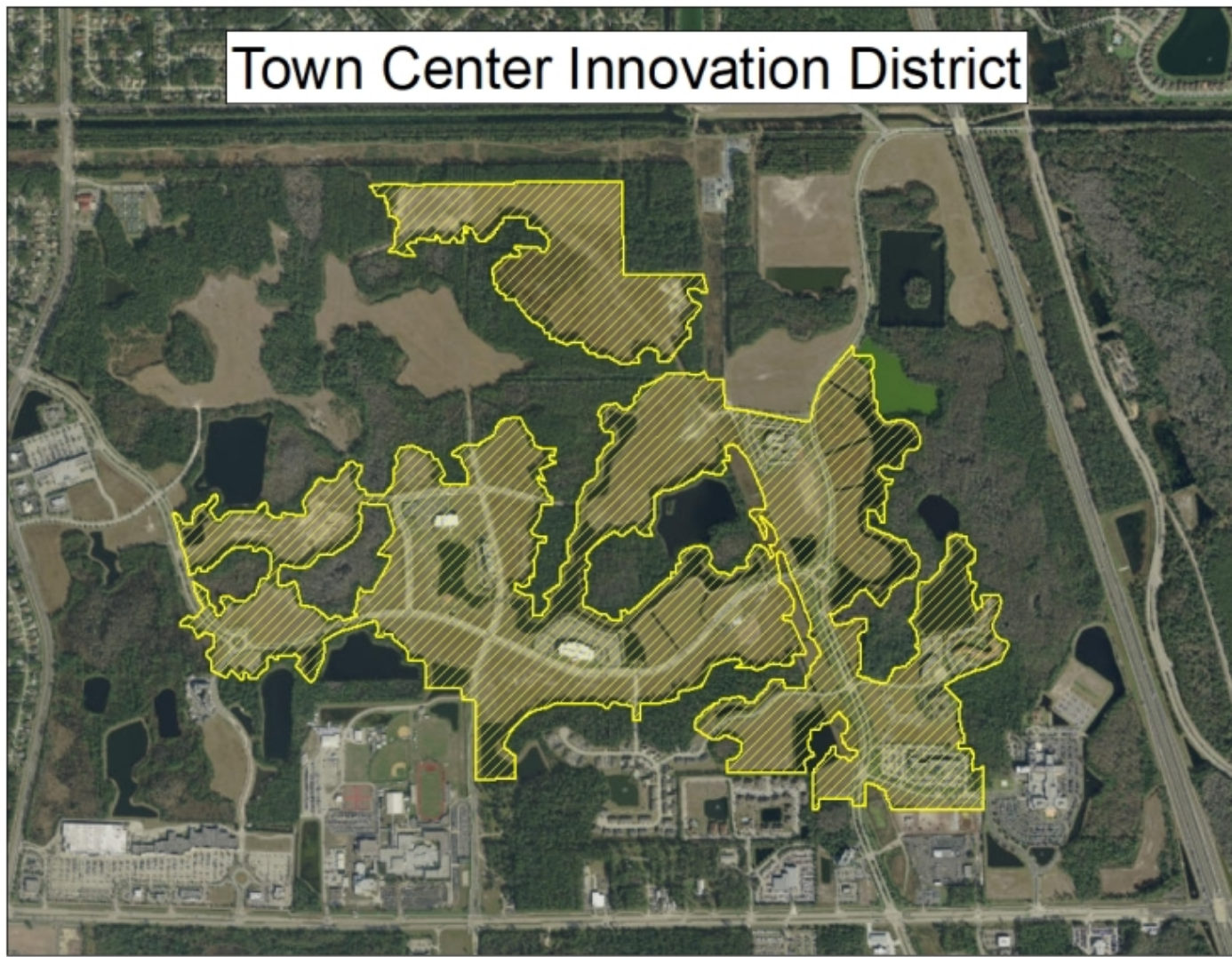


LOCATION MAP

Urban
Core



Town Center Innovation District



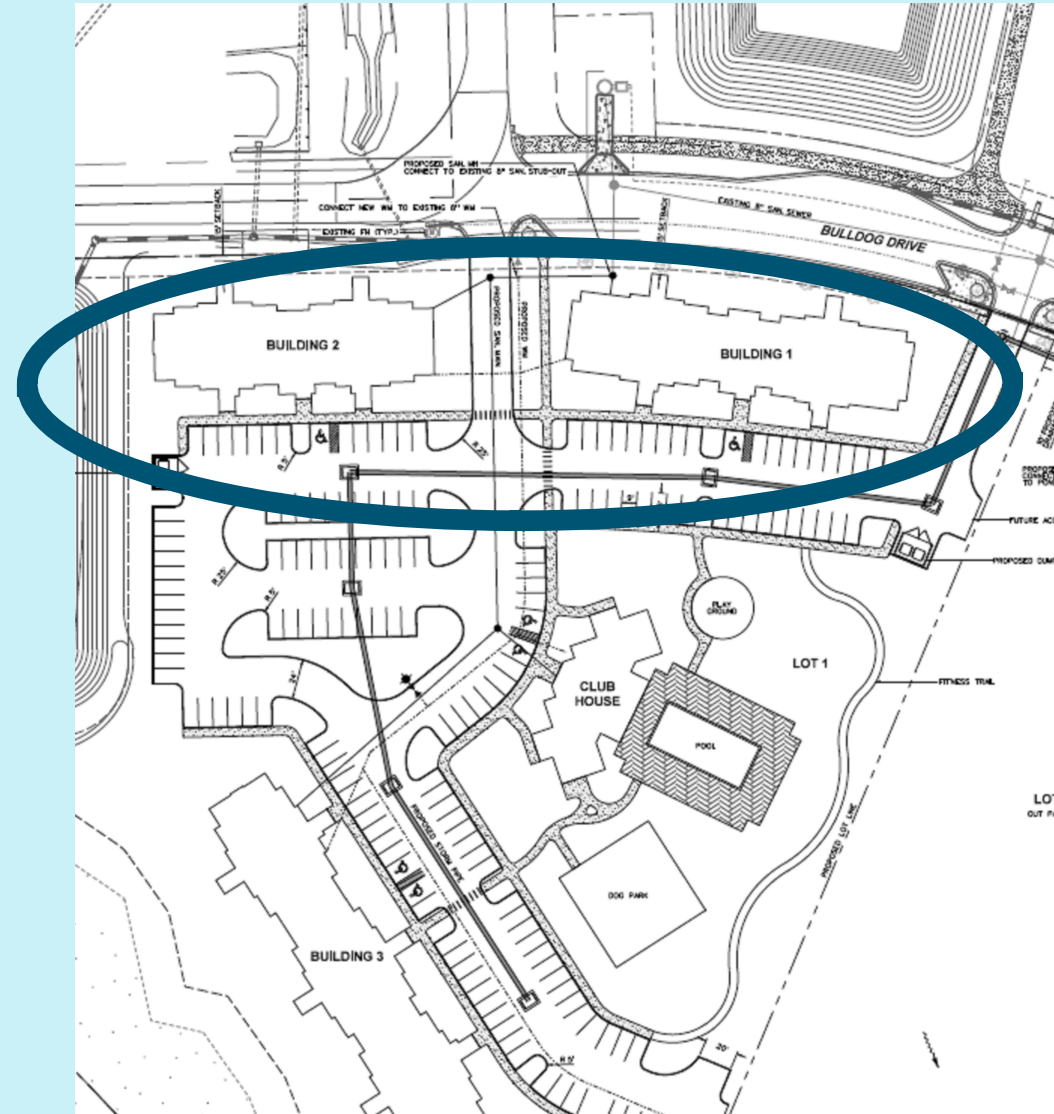
ULDC Garage Requirement

- Section 4.01.03 garages units for multifamily projects shall provided for a minimum of one-third of the proposed multifamily units.
- Is the garage requirement consistent with the urban form envisioned for the Urban Core of Town Center?

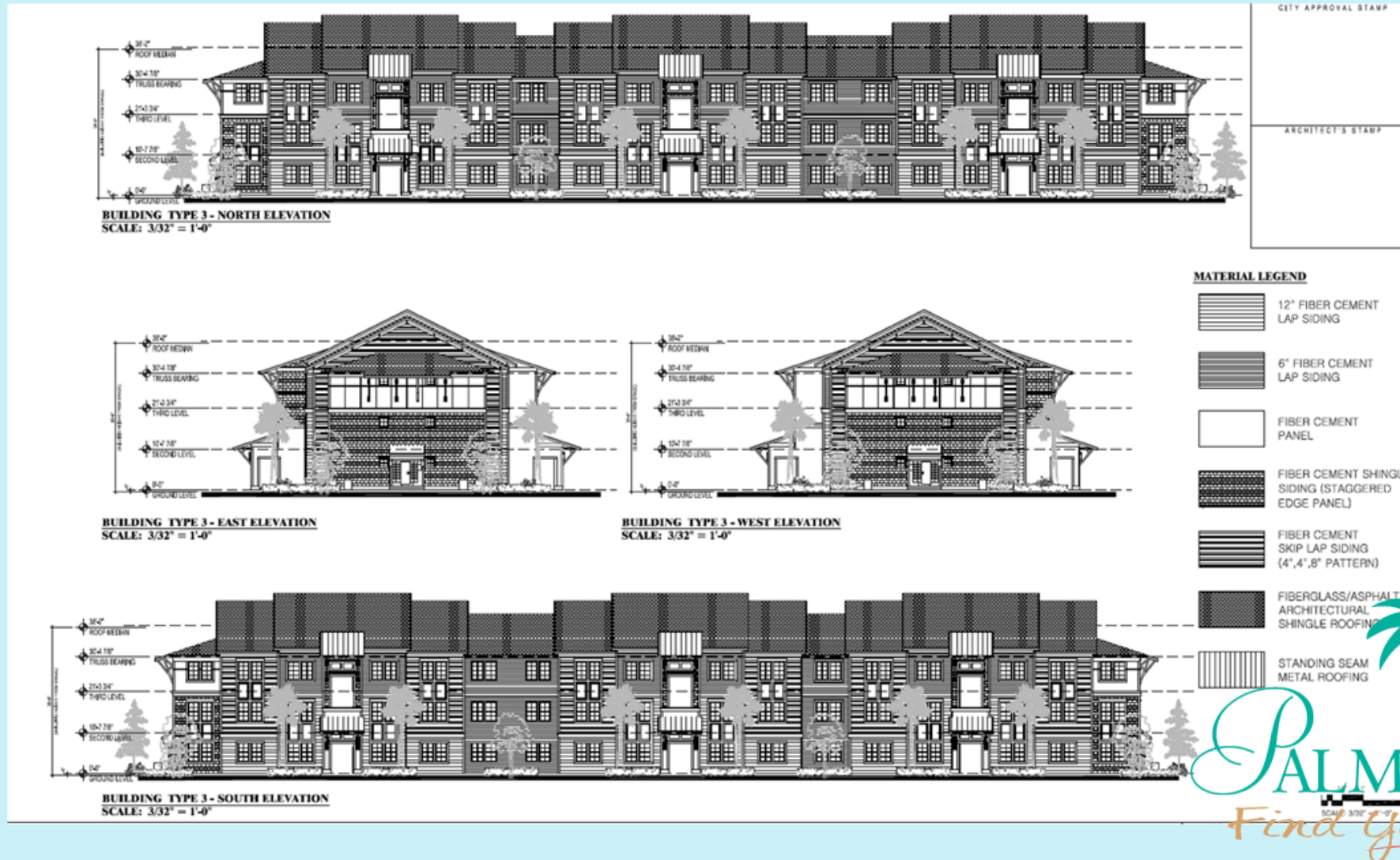


Housing Trust Group

- Proposing 88 multifamily units at the corner of Bulldog Drive and Central.
- Buildings oriented to Bulldog.
- Project is the “kickstart” Innovation District
- Marketing to a broad demographic, young professionals, entrepreneurs, creative emphasis.



HTG Multifamily Project



Proposed Canopies



ARCHITECT'S STAMP

COLOR LEGEND

WALL/TRIM
SW 7059
(UNUSUAL GRAY)

WALL/TRIM
SW 7035
(AESTHETIC WHITE)

ROOF
LANDMARK TL
(COUNTRY GRAY)

EXTERIOR LIGHT FIXTURE



VALUE LIGHTING
MODEL #LED5550
WHITE LED 10"W x
4.25" DEEP
OUTDOOR CEILING
MOUNTED FIXTURE

Proposed Canopies



Designed to Complement Multifamily Bl



MPD Modification

Staff & the PLDRB is recommending the City Council approve a modification to Ordinance #2003-32 allowing alternative compliance with Section 4.01.03.A.3 of the ULDC within the Urban Core of Town Center subject to similar standards and approval criteria as presented herein:

7.0 Design Guidelines

(t) In lieu of garages for 1/3 of multifamily units as specified in Section 4.01.03. A.3 of the ULDC, the Urban Core Area of Town Center may allow Parking Canopies provided they meet the following criteria:



RECOMMENDATION

Criteria:

- Uniquely designed for the individual multifamily project;
- Incorporate roof, materials and design elements of the multifamily project being proposed;
- Include a complementary roof pitch, and not be flat.
- Approved by the Town Center Architectural Review Board and the City of Palm Coast.

*Solar collecting canopies may still be allowed as an exception to the design requirement if approved by COPC and TC Architectural Bd.



QUESTIONS

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Palm Coast Senior Apartments

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The Richman Group

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About Us

About The Richman Group

The 7th Largest Owner of Multi-Family Rental Apartment Units in the United States*

From its start in 1987, The Richman Group has grown into one of the nation's largest privately-owned residential real estate investment, development and asset management firms. The Richman Group has virtually every expertise in house, from architects to property managers. We are headquartered in Greenwich, CT with satellite offices in New York City, Southern California, Portland OR, Boston MA, Washington DC, West Palm Beach FL, Tampa FL, Boulder CO, St. Paul MN, Dallas TX, Chicago IL and Columbus OH.

DEVELOPMENT AND CONSTRUCTION

The Richman Group Development Corporation and its affiliates are active in the development of a wide range of luxury and affordable residential housing.

Richman affiliates have developed nearly 20,000 residential rental units mostly in the Northeast, Florida, and California.

Traditionally, the firm concentrated its development activities in mixed income and 100% affordable housing. However, its recent focus has been the development of 100% top of the market luxury rental residences in addition to its other product.

Through its affiliate, Citrus Construction, The Richman Group owns a 50% interest in First Florida Builders LLC, the construction company for its new developments in Florida and New Jersey.

EQUITY FUNDS

Richman Real Estate Investments Inc. has raised over \$10 billion in equity for investment in almost 1,400 apartment projects located in 49 states, Puerto Rico, Guam and the U.S. Virgin Islands.

ASSET MANAGEMENT

Richman Asset Management Inc. provides asset management services to nearly 100 public, private and institutional real estate investment funds which own approximately 115,000 housing units.

MORTGAGE FINANCING

Richmac LLC is an approved FHA\MAP, GNMA and Fannie Mae mixed income and affordable originator\servicer.

PROPERTY MANAGEMENT

Richman Property Services Inc. manages over 14,000 rental units and has experience in the Northeast, Florida, Texas, Colorado and California.

TENANT SERVICES

Our affiliate Moonbeam Communications and Equipment LLC provides satellite TV, broadband, phone and equipment leasing services for many of our residents.





The Richman Group's Headquarters, Greenwich CT

*Multi Family Executive 2015 Top 50 Owners list



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Benefits of additional density

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- Residential Development is a catalyst for Economic Development “ripple effect”
 - Increased tax-base to the City
 - Payment of impact fees, utility connection fees, and building permit fees to the City
 - JOB creation
- 
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Increased Tax Base

- In 2017 the two parcels combined, paid a total of \$8281.20 in Property Tax ad assessments
- Our proposed project is projected to pay over \$214,085.55 our first year of stabilization, increases annually thereafter. A net increase to the tax base of \$205,804.35 the first year.
- Estimated using the Flagler County Tax Collector's estimator tool, using Tax District 072 - City of Palm Coast & OKR Special Assessment.








Projected Impact, Connection, and Permit Fees to City

- Impact, Connection, And Permit Fees paid to City (estimated)
 - \$172,274.22 In combined Impact Fees, excluding School Impact Fees.
 - \$174,159.00 In Water Capacity Fees.
 - \$193,006.80 In Sewer Capacity Fees.
 - \$7732.00 In Meter Fees.
 - \$91,189.12 in Building Permit Fees.
- 
- 
- 

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JOB Creation

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- Construction Jobs Created by Palm Coast Senior Project
 - 300 projected jobs to be created during construction
 - 4 full-time positions created once the project is constructed.
- 
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FIRST FLORIDA

Jobs Created

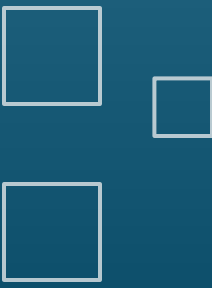
Trade	# Workers 72 Units New Construction
Reinforcing Steel, Concrete and Masonry	18
Site Development	5
Construction material testing and Threshold inspection	2
Landscape	12
Swimming Pool	5
Milwork	2
Stucco/Siding	25
Tile	4
Paint	8
Flooring	3
Fire Sprinkler systems	7
Roofing Systems	10
Termite Fumigation	1
Demolition, Rough Carpentry, Framing and Drywall	150
MISC METALS	2
Electrical, Fire Alarm, Telephone, and CATV systems	17
HVAC Systems	5
Hardware/trim	3
Vinyl Windows and Storefront	3
Plumbing Systems	11
Management	3
Total	296

Notes:

Total Development Project Cost	\$ 13,471,025.63
Hard Construction Cost Contract Price	\$ 10,536,275.22

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“Ripple Effect”

- Input-Output Models are created to estimate the entire impact of investing in an industry, including direct impacts like the jobs, taxes and fees associated with property construction; and ripple effects, also known as “indirect” and “induced” impacts:
 - **Direct impacts** - related to the industry under study; for construction, this includes all spending by developers and those hired to build/rehabilitate a property, exclusive of property acquisition;
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“Ripple Effect” contd.

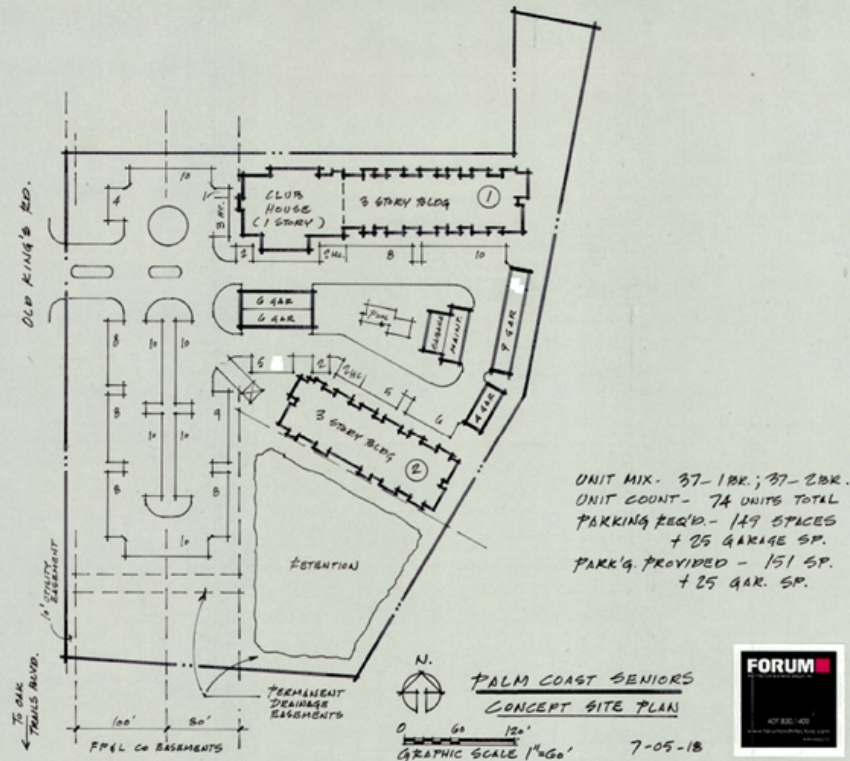
- **Indirect impacts** - spending by suppliers of materials/services and others to keep up with business, including overhead and jobs. For example, planning professionals, attorneys, and engineers, realtors, insurance agents, movers, truck rental companies..etc
- **Induced impacts** - spending of earnings from both direct and indirect activities that creates economic benefits including jobs; for example a construction worker's purchases of groceries.
- A recent study conducted by CBRE and consulting firm Applied Economics concluded that \$1 of direct spending generates an additional \$.25 in indirect and induced spending.

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Palm Coast Senior Apartments



- 74 Units
 - 50% 1-bedroom Units
 - 50% 2-bedroom Units
 - Amenity space
 - Fitness Center
 - Library
 - Computer Room
 - Game Room

Conceptual Site Plan






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What will the rents be?

- 
- A vertical column of white-outlined squares on the left side of the slide.
- 1-Bedroom Units
 - \$663 maximum rent per month
 - 2-Bedroom Units
 - \$796 maximum rent per month
- 
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Typical Services offered to our residents

- 
- Assistance with light housekeeping, grocery shopping, and laundry
 - Computer Training
 - Health and Wellness classes
 - Daily scheduled activities
 - Life Safety Training
- 
- 



Project Team

- Developer- The Richman Group of Florida
- Architect - Forum Architecture Orlando FL
- Civil Engineer- Kimley-Horn Orlando FL
- General Contractor - First Florida Construction Miami, FL

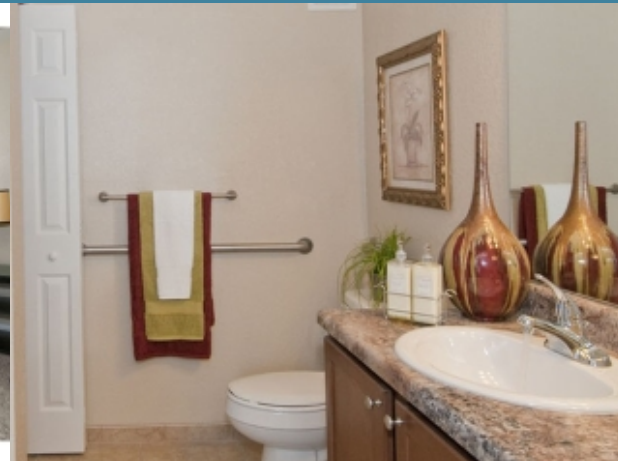
**Resumes of all parties available upon request

Grand Reserve

- 160 Unit Senior Project
 - Zephyrhills, FL 97% Average Occupancy



Interiors of similar completed projects



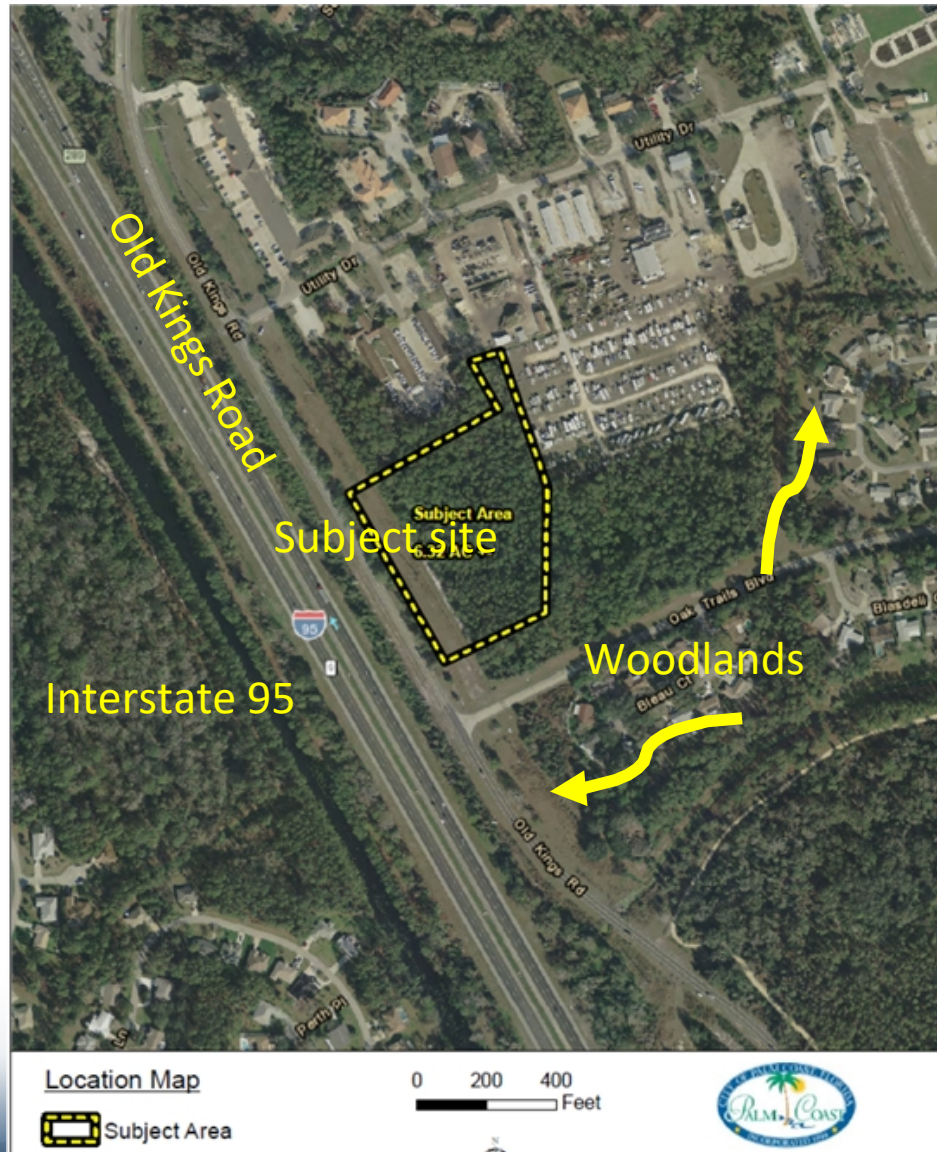
Application 3680

City Council Rezoning Hearing

September 18, 2018



Location/Aerial Map



- Richmond Group of FL.
- Proposed as “age restricted” 55+.
- Nearby access to IH 95, direct access to Old Kings Rd. N.
- Nearby to a mix of uses.

Location/Aerial Map



- South of Utility Drive.
- Access to Old Kings Rd. N. - minor arterial.
- Single family residential to east & south.

Future Land Use

- Designated “Mixed Use” on FLUM.
- Allows MFR-2 zoning.
- Old Kings Rd. N is a “mixed-use” corridor.





Zoning Map

- Site is COM-1.
- Surveyed boundary includes a portion of EST-1.
- Bounded by PSP & Industrial to north, EST-1 and single family residential zoning east and south.

Proposed Zoning



Key Site Development Requirements

Criteria	(Current Standards for COM-1)	Proposed for MFR-2
Minimum Lot/ Dev. Size	20,000 sq. ft.	4 acres
Max. Impervious Surface Ratio	0.70	.70
Max. Building Height	50 ft.	60 ft.
Max. Density (units/acre)	NA	12 du/ac

Neighborhood Information Meeting (NIM)

- Applicant notified neighbors of the NIM beyond the 300 feet requirement by a mailing on July 2, 2018.
- NIM on July 9, 2018 at Community Center.
- Seventy five persons attended.
- Multiple concerns.
- Written correspondence included in agenda packet.

Staff Analysis Based on LDC Chapter 2, Sec. 2.05.05

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

- Maintains a EST-1/greenbelt buffer.
- Old Kings Rd. N – a mixed use corridor and minor arterial.
- The Comprehensive plan promotes and supports diverse housing choices.

B. The proposed development must be consistent with the provisions of the Land Development Code and the Comprehensive Plan;

- Application will require subdivision review and Technical Site Plan review.



Staff Analysis Based on LDC Chapter 2, Sec. 2.05.05

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

- The project is an infill project so services and facilities are nearby.

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

- The site is designated "Mixed-Use" on the FLUM which allows for a variety of higher uses and specifically allows the MFR-2 zoning.



Staff Analysis Based on LDC Chapter 2, Sec. 2.05.05

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

- The project will have to comply with the City's LDC, Comprehensive Plan, and requirements of all other applicable agencies throughout the development process.

Recommendation

Planning staff and the PLDRB recommend that the City Council approve the rezoning of 6.32 +/- acres from COM-1 to MFR-2 zoning, Application No. 3680.

Note: The applicant has been notified as part of this application process that the City will not permit any use of its drainage easement that jeopardizes the funding, permit status or timing of Old Kings Road widening projects Phases 1 & 2.



Questions

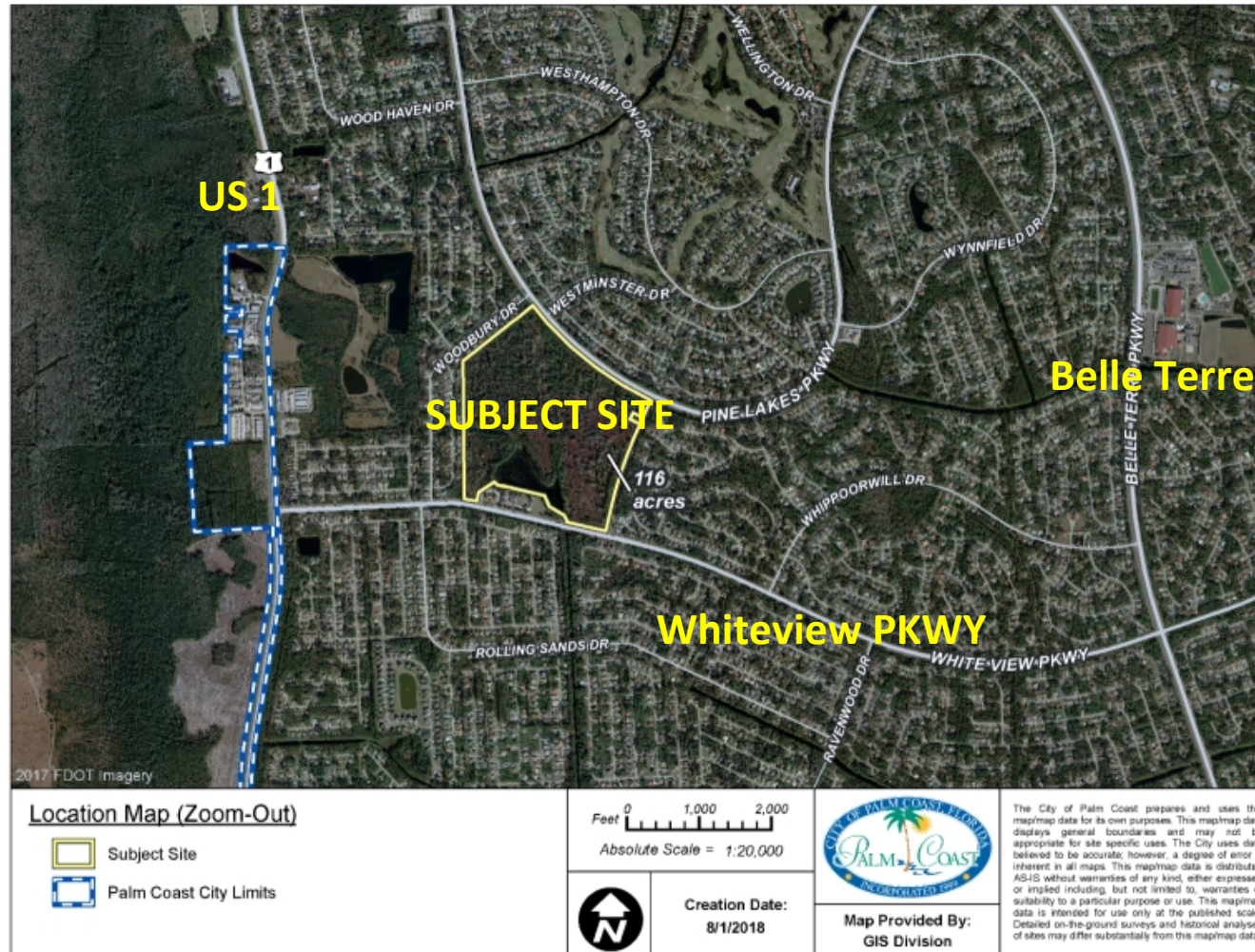
Whiteview MPD – Application 3420

City Council Rezoning Hearing

September 18, 2018



Location/Aerial Map



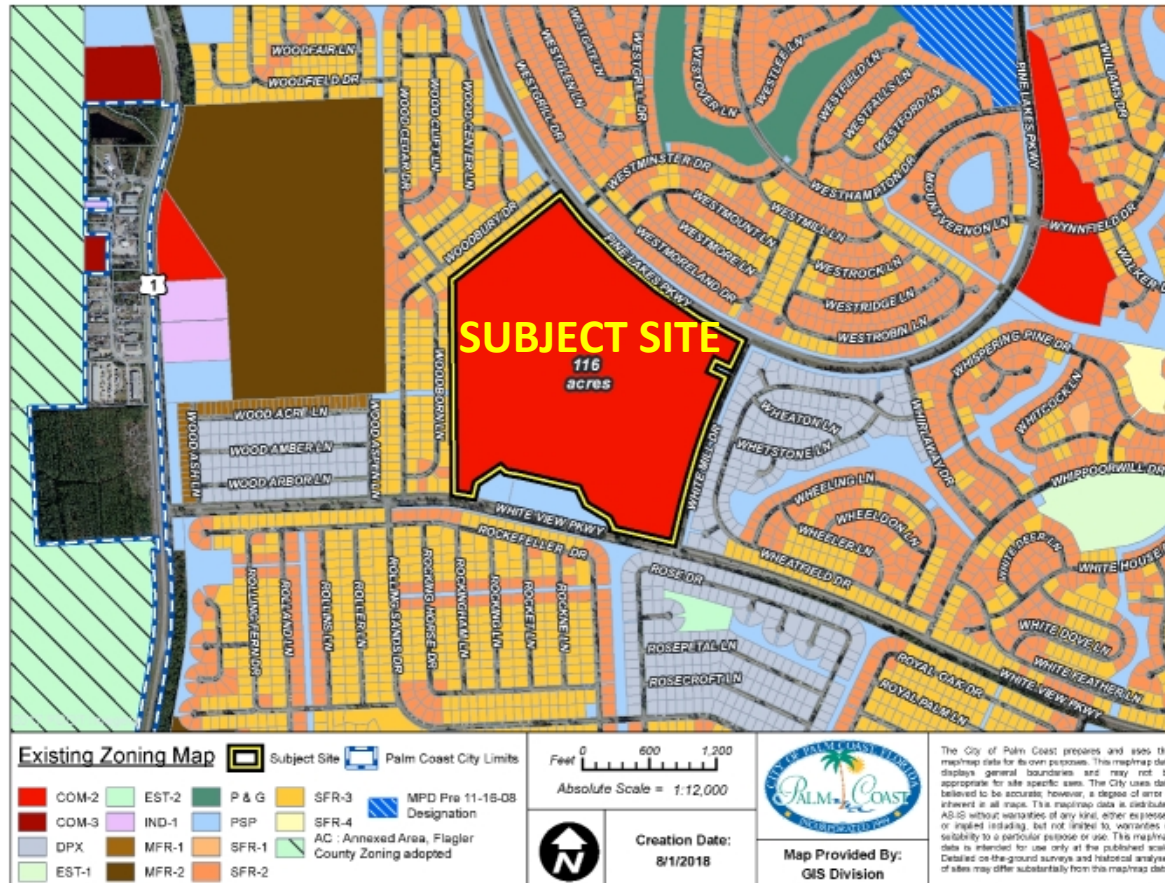
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Location/Aerial Map



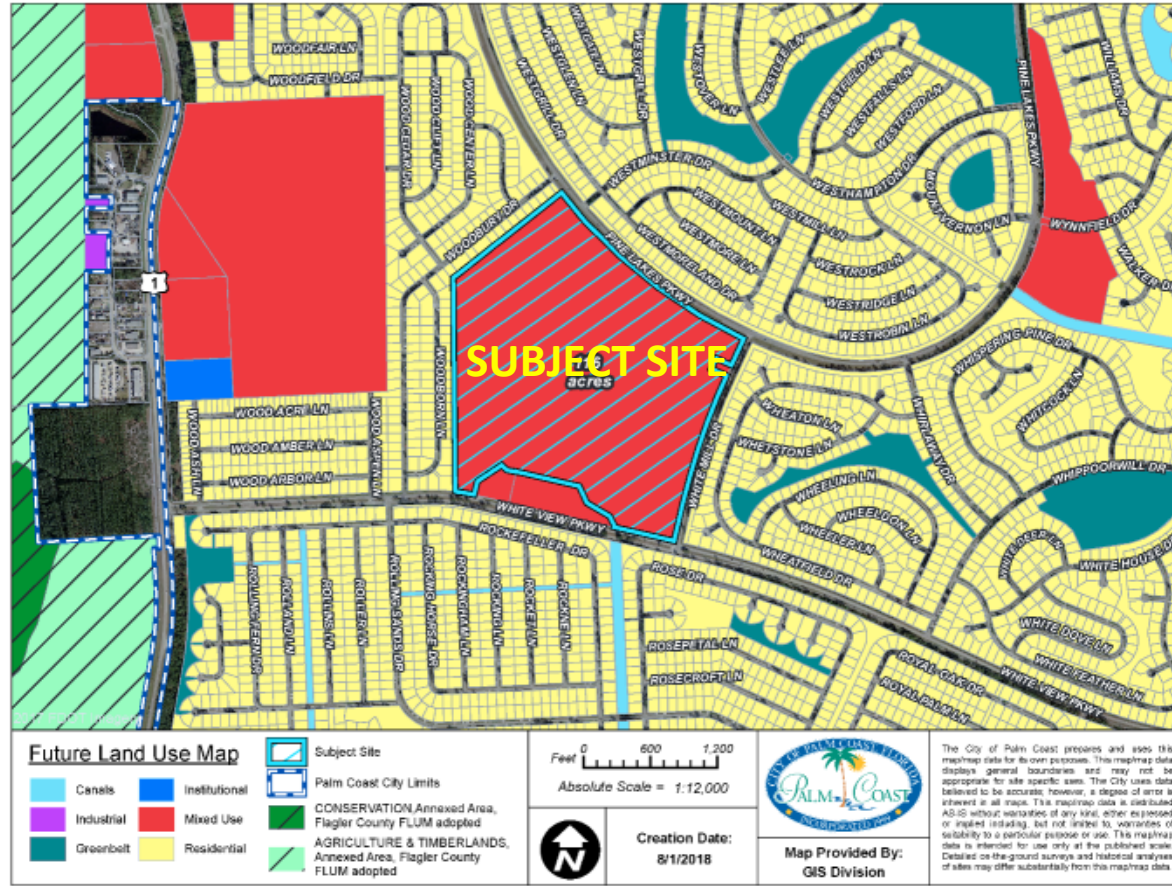
- Site is 116 +/- acres and located on north of Whiteview Pkwy, south of Pine Lakes Pkwy, west of White Mill Dr., and east of Woodbury Ln.
- Proposed rezoning from COM-2 to MPD.

Future Land Use Map



- Designated “Mixed Use” on FLUM.
- Allows both COM-2 Master Planned Development (MPD) zoning.

Zoning Map

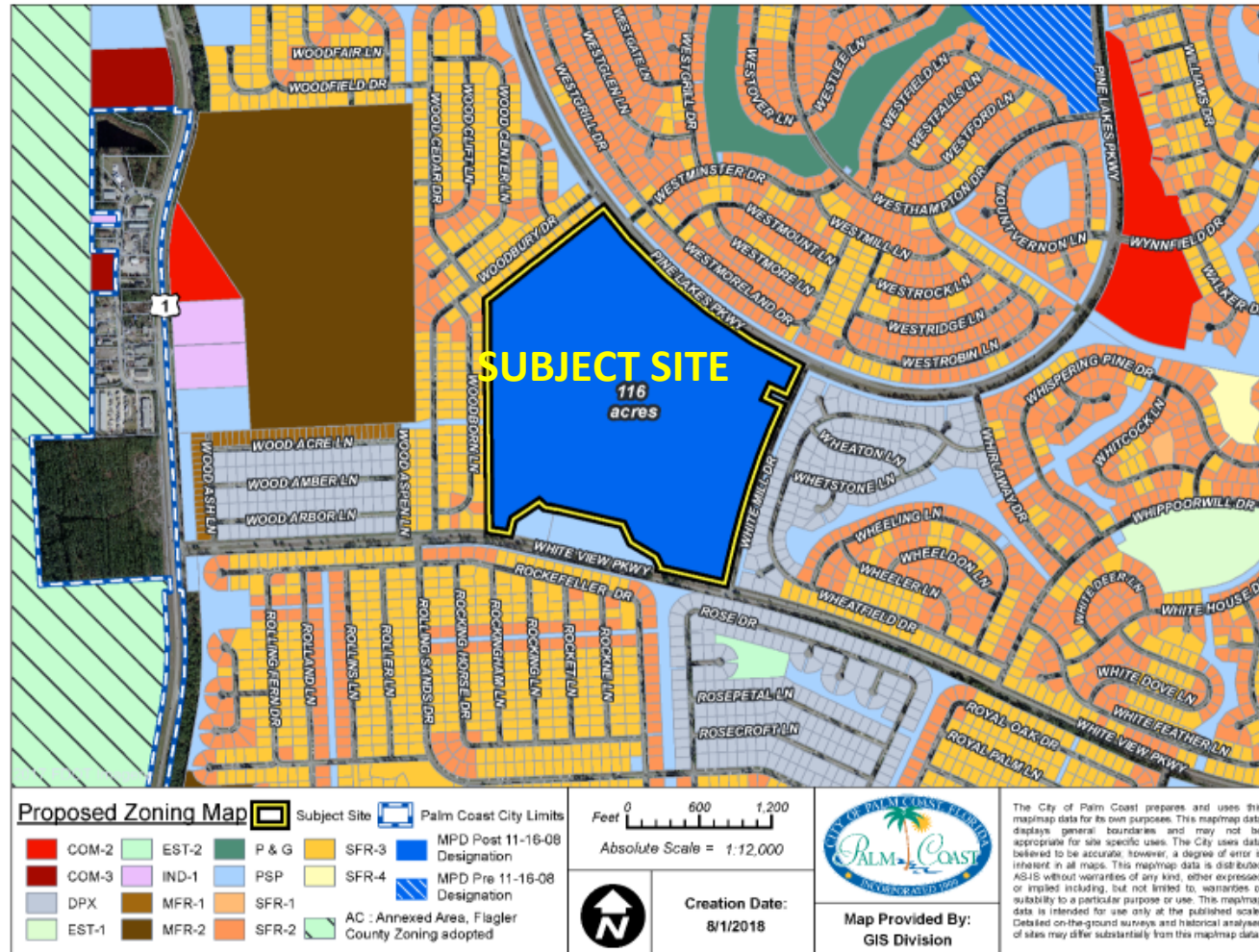


- Area in red (116 +/- acres) is currently COM-2.
- Surrounded by residential zoning and uses.
- Infill site -- in effect.

Key Site Development Requirements

Criteria	(Current Standards for COM-2)
Minimum Lot/ Dev. Size	20,000 sq. ft.
Max. Impervious Surface Ratio	0.70
Max. Building Height	100 ft.
Max. Density (units/acre)	NA

Proposed Zoning Map

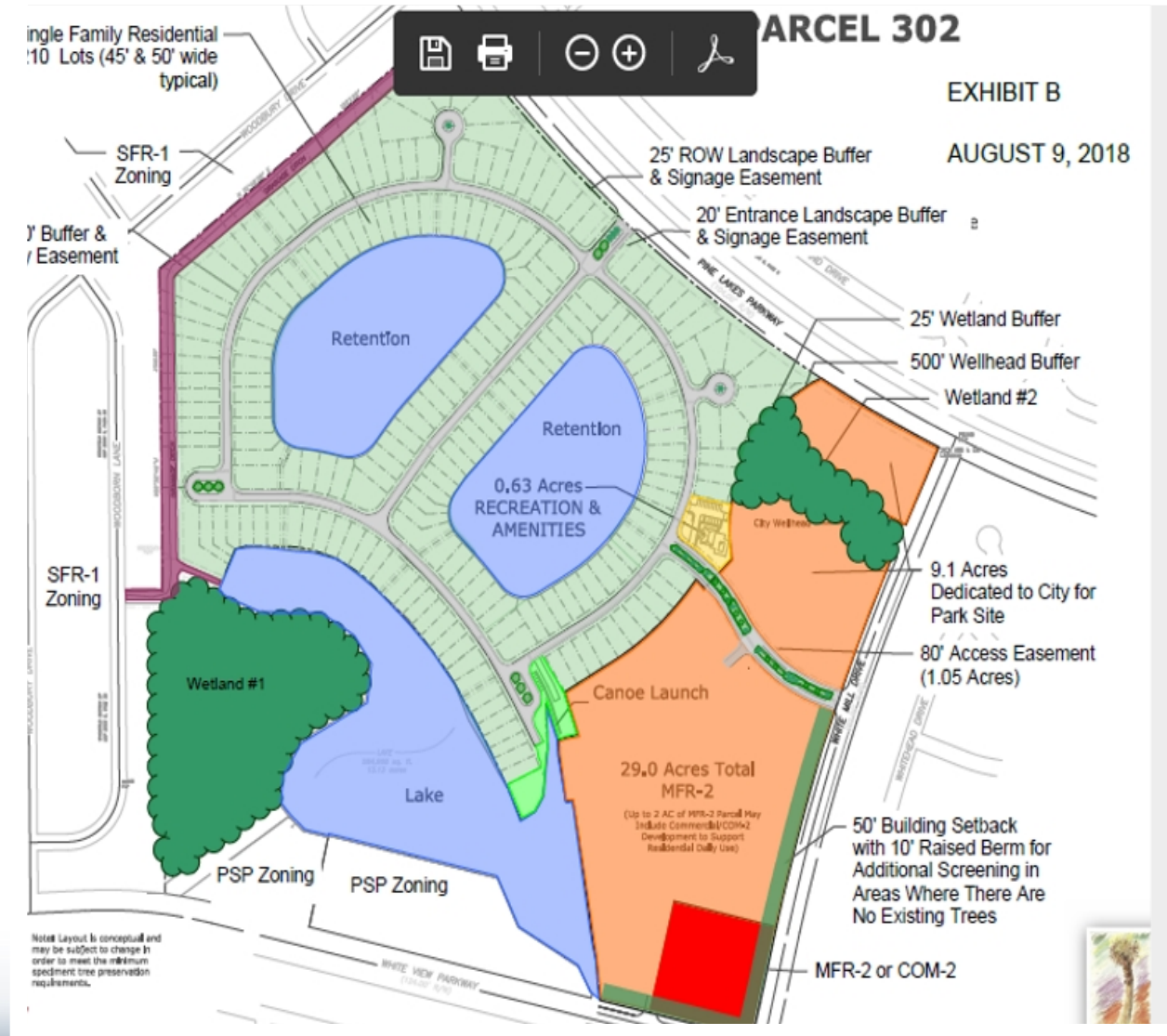


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Master Concept Plan

Program

- 210 SF units.
- Includes 45' wide and 50' wide lots.
- Includes a park.
- Includes a multifamily site and the possibility of a small commercial node.



Neighborhood Information Meeting (NIM)

- Applicant notified neighbors of the NIM beyond the 300 feet requirement by a mailing on July 5, 2018.
- NIM held on July 16, 2018 at Palm Coast Bible Church.
- Fifteen people attended.



Staff Analysis Based on LDC Chapter 2, Sec. 2.05.05

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

- The proposed MPD project includes residential uses and is compatible with the surrounding

B. The proposed development must be consistent with the provisions of the Land Development Code and the Comprehensive Plan;

- Application will require subdivision review and Technical Site Plan review. Forty - five foot wide lots are allowed per MPD and incorporated into the MPD design.



Staff Analysis Based on LDC Chapter 2, Sec. 2.05.05

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

- The project is an infill project so existing services and facilities are nearby.

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

- The site is designated "Mixed-Use" on the FLUM which allows for a variety of land uses. The MPD zoning district requires open space minimums and environmental safeguards.



Staff Analysis Based on LDC Chapter 2, Sec. 2.05.05

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

- The project will have to comply with the City's LDC, Comprehensive Plan, and requirements of all other applicable agencies throughout the development process.

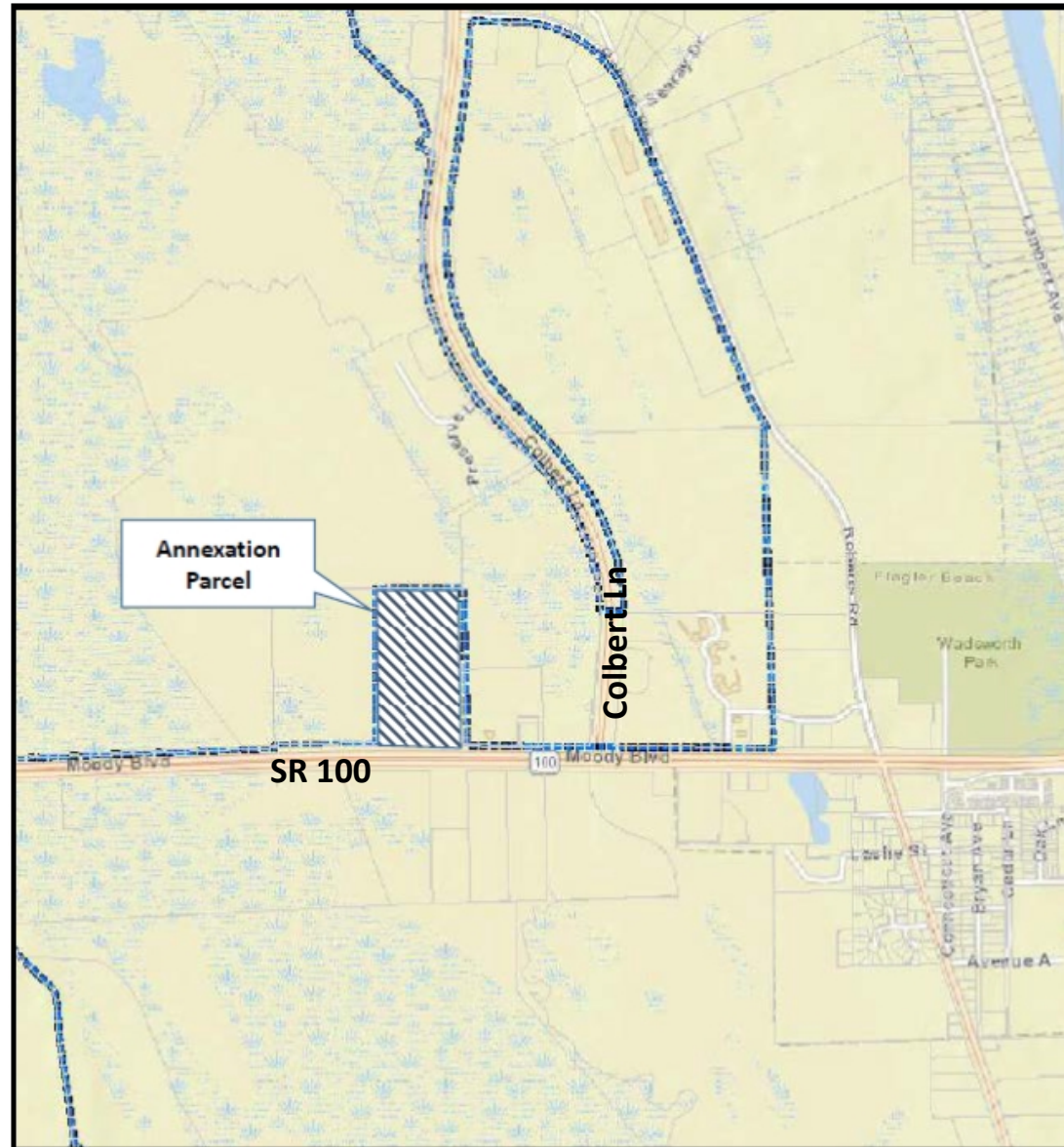
Recommendation

Planning staff and the PLDRB recommend that the City Council approve the rezoning of 116 +/- acres from COM-2 to Master Planned Development (MPD), Application No. 3420 subject to the following additional condition:

- MPD agreement limit the COM-2 zoning district to a maximum height of 35'.

Questions

Location Map – BIA Development, LLC Voluntary Annexation



STORMWATER PRESENTATIONS

System Overview & Proposed Enhanced Program

Stormwater Rate Study Analysis

Tuesday, September 18th 2018



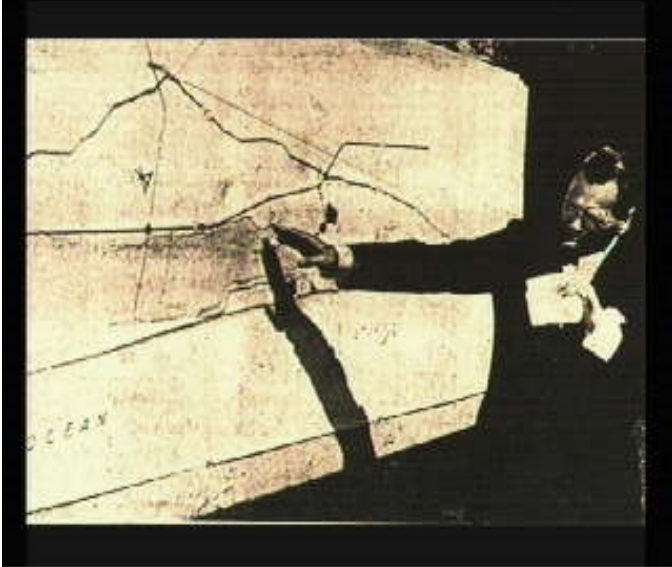
Find Your Florida

System Overview



Find Your Florida

Stormwater Drainage System Management & Evolution



1969 – 1991
ITT Community
Development



1991-2005
As-Needed
Maintenance



2005 – 2012 PCCSC
Transitions into COPC
Stormwater Department



Find Your Florida

Stormwater Drainage System Components



1,222 Miles of Swales



58 Miles of Freshwater Canals



31 Control Structures



**154 Miles
of Ditches**



**26 Miles
of Saltwater Canals**



13 Freshwater Lakes – 111 Acres

Find Your Florida

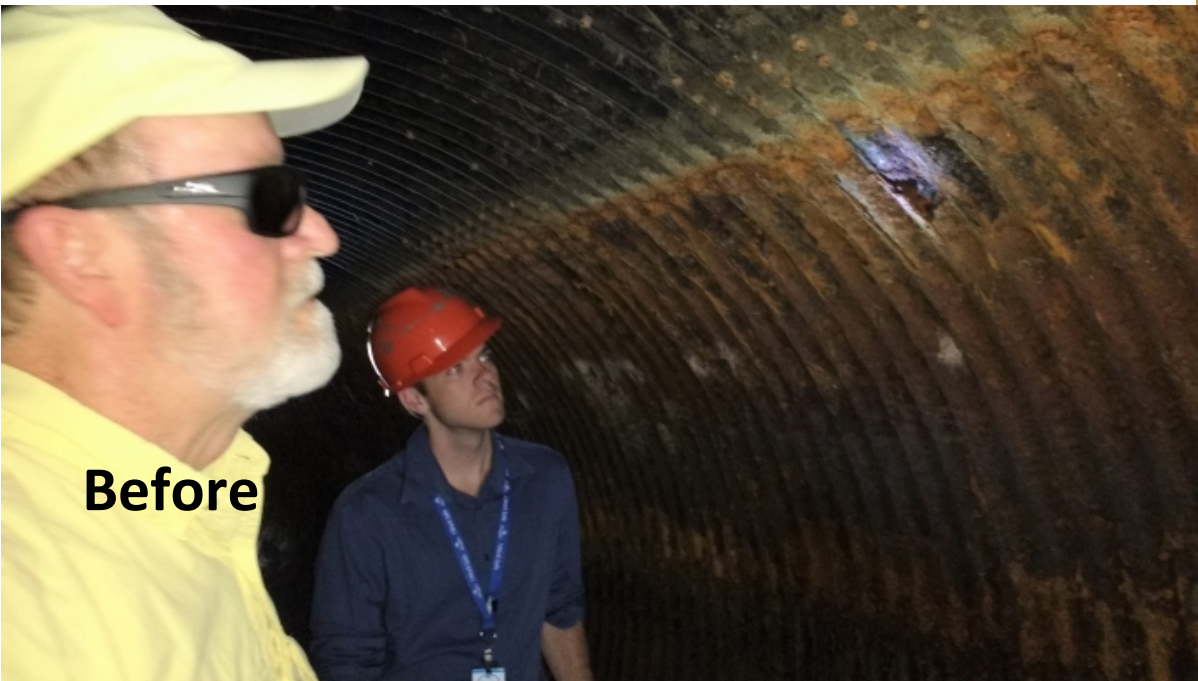
Weir Replacement Project – Before & After



Three Sisters

Find Your Florida

Major Pipe Lining – Before & After



Find Your Florida

Swale Rehabilitation & Renewal



Swale Rehabilitation



**Street Pipe
Replacement**



Valley Gutter Installation

Find Your Florida

Existing and Enhanced Program



Find Your Florida

Existing Program

		Existing Program	Time to Complete
Canal System	System Storage Expansion	NOT Included	Ongoing
	Freshwater Canal Dredging	NOT Included	∞ 58 miles Remaining
	Freshwater Canal Weed Control	Included	Ongoing
	Major Pipe Crossings	Only 1 included in FY19	∞ 117 Remaining
	Water Control Structures	NOT Included, Maintenance Only	∞ 19 Remaining
	Pipes through Seawalls	2 per year	50+ Years
	Canal End Seawalls	2 per year	50+ Years
Conveyance & Swale System	System Conveyance Improvements	NOT Included	Ongoing
	Ditch Pipe Crossings	39 per year	50+ Years
	Ditch Maintenance	Included	Ongoing
	Ditch Weed Control	NOT Included	Ongoing
	Special & Emergency Pipe Projects	NOT Included	Ongoing
	Swales	9 miles per year	130+ Years

Developing Enhanced Program

- **Identified specific needs and developed an enhanced plan**
 - Address aging stormwater infrastructure (40+ years old)
 - Recent rain events highlighted need and specific areas of concern
 - New LiDAR information better identifies problem areas and priorities
- **City Staff with assistance from professional engineering consultant analyzed our current system and updated our Stormwater Capital Improvement Plan**
 - Increased focus on downstream infrastructure
- **Rate consultant determined required stormwater fee rate based on the enhanced plan and options**

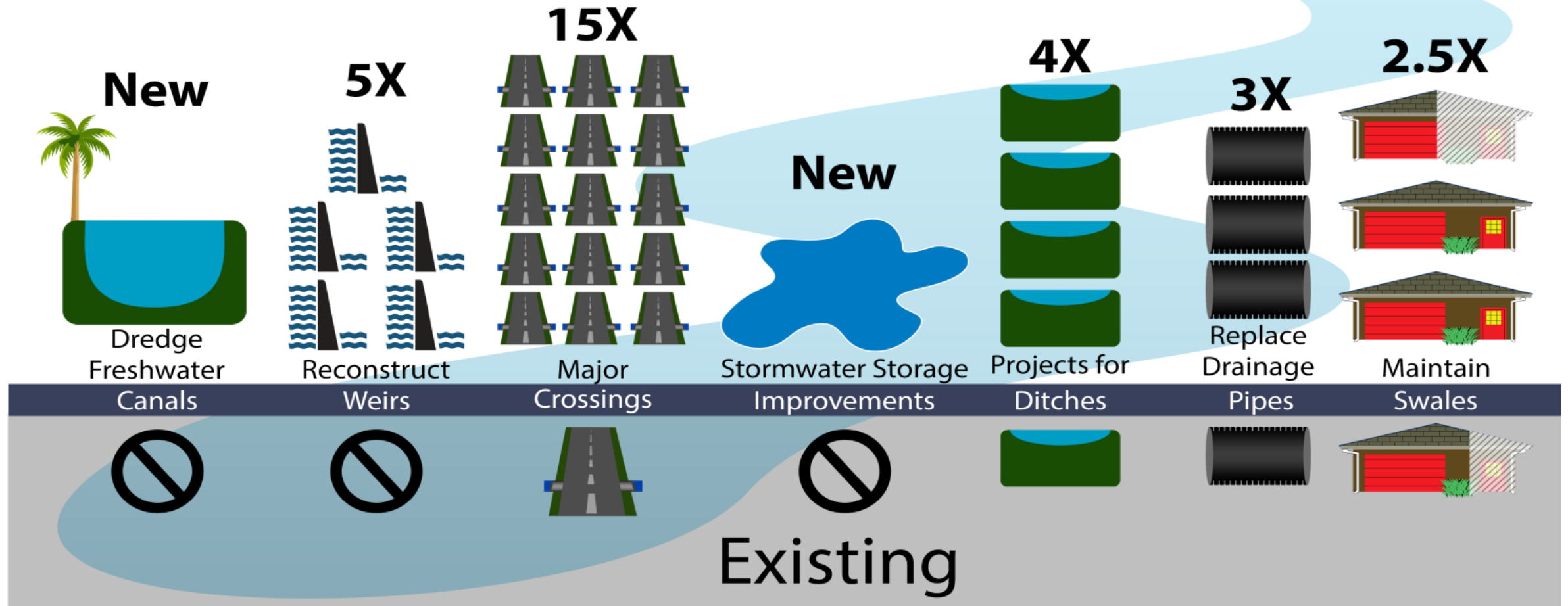


Find Your Florida

Enhanced Program

		Existing Program	Enhanced Program
Canal System	System Storage Expansion	NOT Included	Included
	Freshwater Canal Dredging	NOT Included	Included
	Freshwater Canal Weed Control	Included	Included
	Major Pipe Crossings	Only 1 included in FY19	3 per year
	Water Control Structures	NOT Included, Maintenance Only	1 per year
	Pipes through Seawalls	2 per year	2 per year
	Canal End Seawalls	2 per year	2 per year
Conveyance & Swale System	System Conveyance Improvements	NOT Included	Included
	Ditch Pipe Crossings	39 per year	85 per year
	Ditch Maintenance	Included	Enhanced
	Ditch Weed Control	NOT Included	Included
	Special & Emergency Pipe Projects	NOT Included	Included
	Swales	9 miles per year	25 miles per year

Enhanced Stormwater Plan Over 5 Years





Stormwater Rate Study

Summary of Rate Options



Presented on: September 11, 2018

Presented by: Public Resources Management Group, Inc.

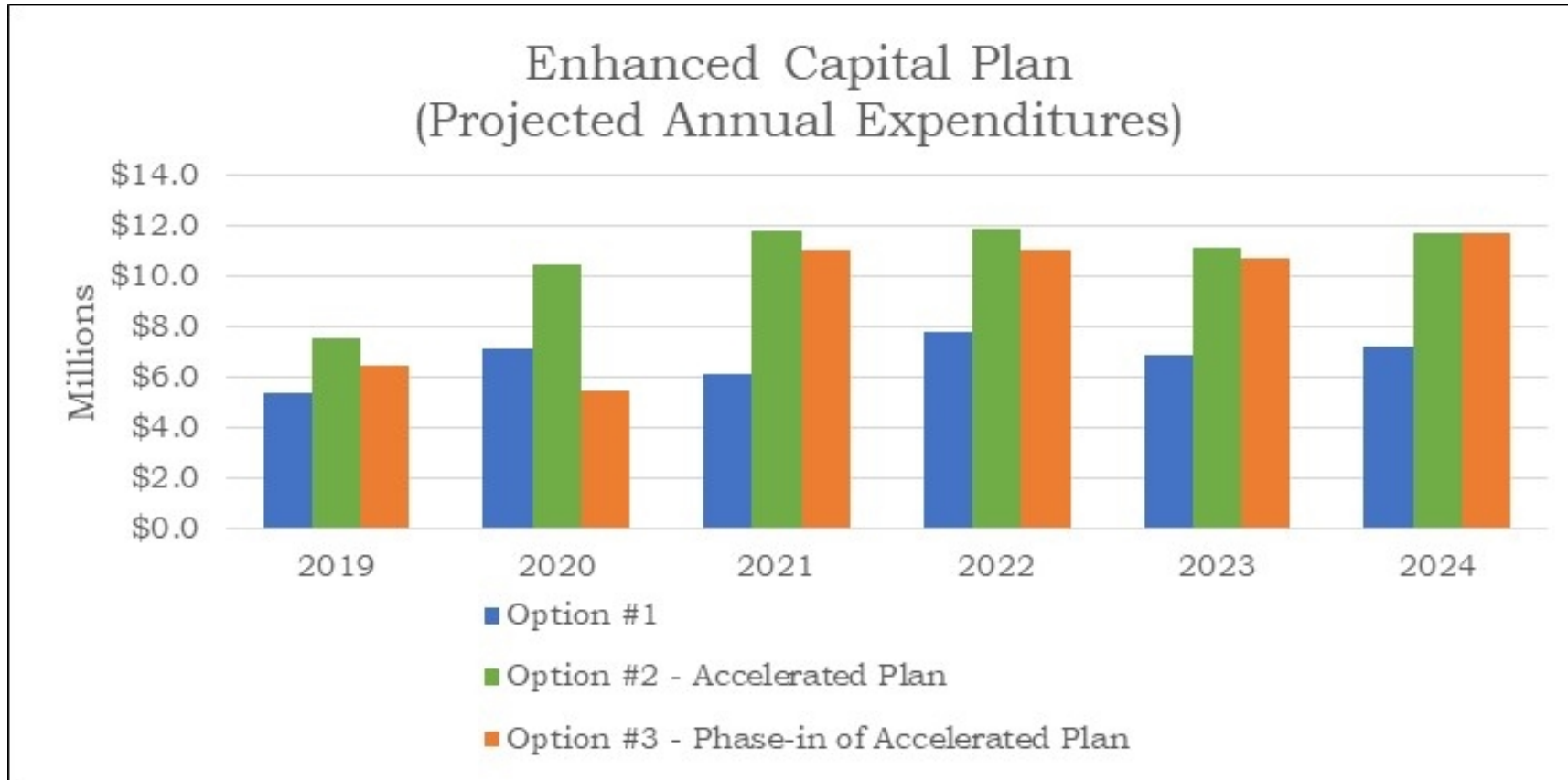
Study Goals & Objectives

- Develop a funding strategy to pay for Stormwater System Operations, R&R and Major Capital Improvements
- Estimate revenue requirements to be recovered from stormwater rates
- Identify the projected rate adjustments necessary to:
 - Maintain adequate cash reserve balances
 - Achieve a positive cash flow over time
 - Meet or exceed the minimum debt service coverage requirements established for existing and future loans
- City staff presented preliminary options on August 14, 2018
- City staff developed a third option to phase-in the enhanced capital projects over time to address system deficiencies

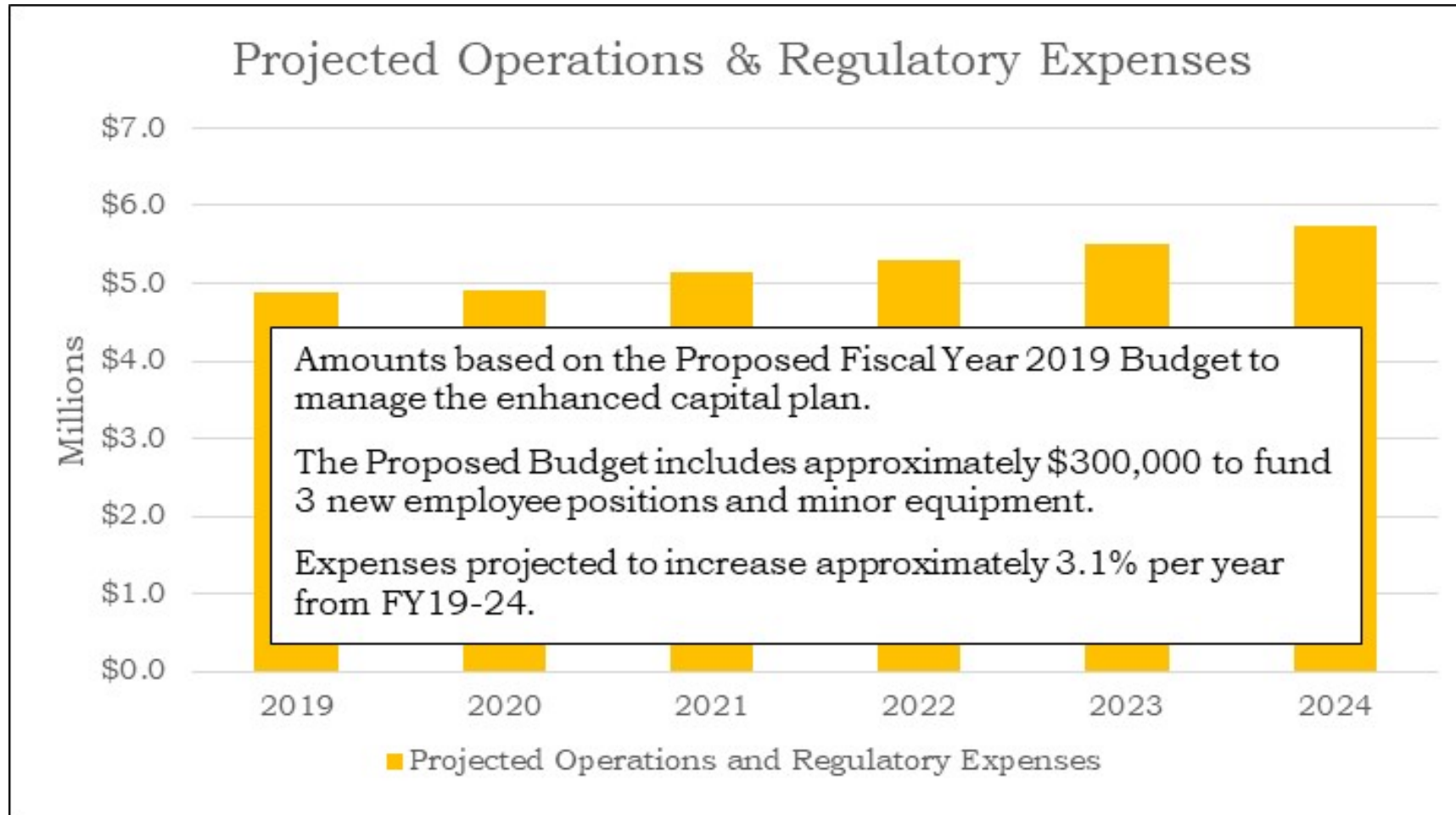
Enhanced Capital Plan Options FY19-24

- City staff developed enhanced capital plan options:
 - Option #1 - \$40.9 million
 - Option #2 (Accelerated Plan) - \$64.8 million
 - Option #2 includes \$23.9 million of additional project costs when compared to Option #1 (58% more)
 - The average increase is approximately \$4.0 million more per year
 - Option #3 (Phase-in of Accelerated Plan) - \$56.6 million
 - Option #3 includes \$15.7 million of additional project costs when compared to Option #1 (38% more)
 - The average increase is approximately \$2.6 million more per year

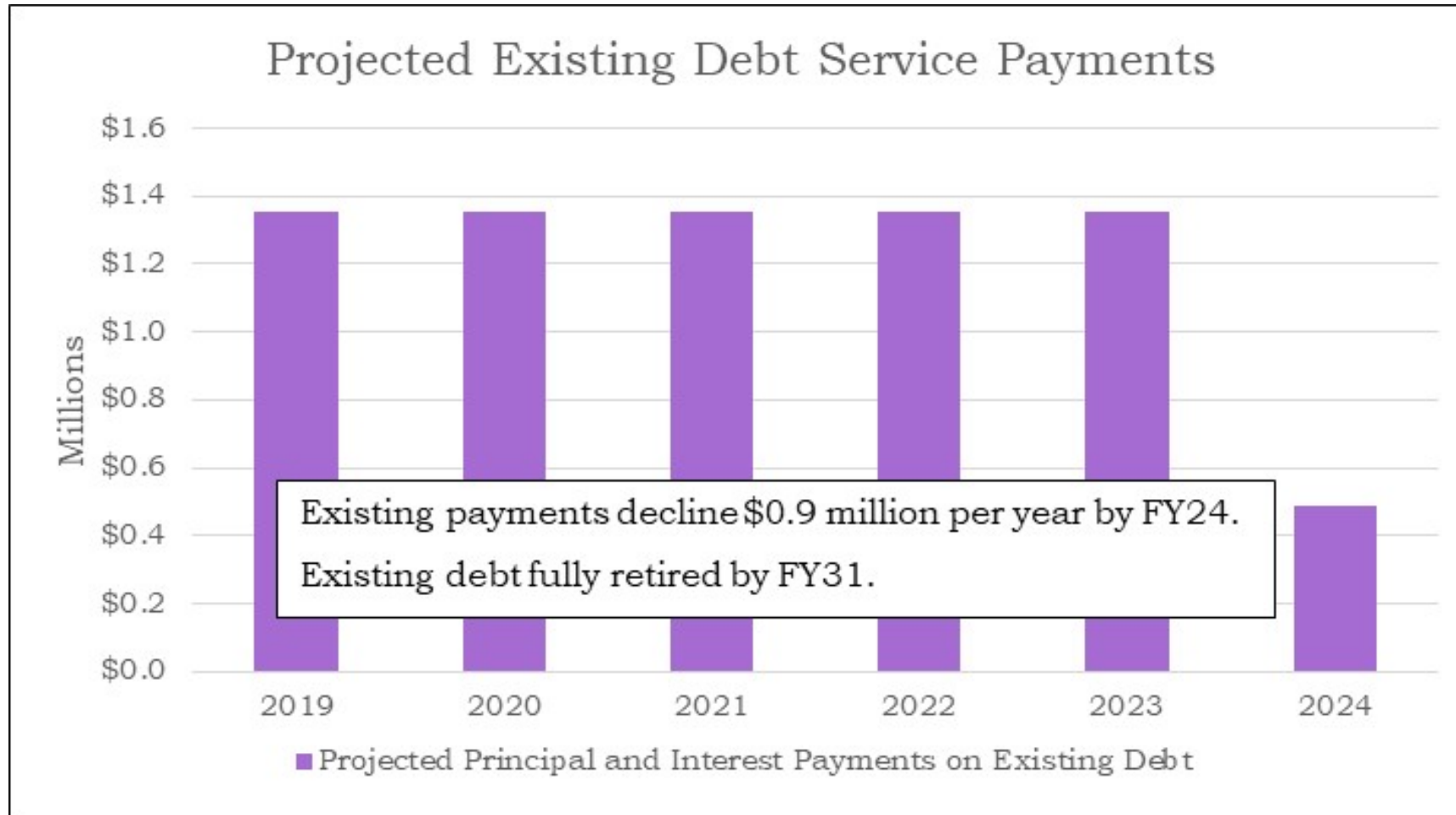
Projected Capital Expenditures



Projected Operations & Regulatory Expenses



Existing Debt Service Payments



Projects Identified for Debt Financing

- Considered one-time Major Capital Improvements:
 - Water Control Structures: L-4 / K-6 / P-1
 - Freshwater Canal Pipe Lining & Replacement: M-2 / I-2 / PA-1 / Sesame Blvd @ Seminole Waterway
 - Concrete Lined Ditch: Section F
- Considered accelerated improvements to normalize pay-go funding for R&R Improvements:
 - Freshwater Canal Dredging - 75% of project costs
 - North Side London Waterway / Storage & Detention - 80% of project costs
 - Future Storage and Detention Projects - 80% of project costs
 - Ditches Maintenance, Rehab and Equipment - 30% of project costs
- Total projects and amounts vary when considering Options #1, #2 and #3



Summary of Capital Plan Options

- Evaluated stormwater rates under a total of six (6) capital plan options as follows:
 - Option #1 - \$40.9 million Capital Plan
 - Option #1A (Pay-go)
 - Option #1B (12% Debt Funded or \$4.9 million)
 - Option #2 (Accelerated Plan) - \$64.8 million Capital Plan
 - Option #2A (Accelerated, but Pay-go)
 - Option #2B (Accelerated with 46% Debt Funded or \$29.7 million)
 - Option #3 (Phase-in of Accelerated Plan) - \$56.6 million Capital Plan
 - Option #3A (Accelerated, but Pay-go)
 - Option #3B (Accelerated with 46% Debt Funded or \$26.1 million)
 - Financing assumptions for Options #1B, #2B & #3B include the following:
 - Senior Lien / Qualified Bank Loans
 - 20-year term with interest rates ranging from 4-5%
 - Capitalized interest assumed for the first 12-months



Other Study Considerations

- Target a minimum cash reserve balance of at least 60 days of annual expenses by FY24 or approximately \$900,000
 - The beginning balance for Fiscal Year 2019 is estimated at approximately \$300,000
 - No reserves are available to help phase-in required rate adjustments early in the study period
- Meet or exceed the minimum senior and junior lien debt service coverage requirements
- Study considers implementing an annual index adjustment similar to the water and wastewater rate index beginning on and after October 1, 2024 (FY25)

Summary of Projected Increases per Month / ERU^[*]

Description	FY19	FY20	FY21	FY22	FY23	FY24
Option #1A - \$40.9 million (Pay-go)	\$17.82	\$20.50	\$20.99	\$21.49	\$22.01	\$22.54
Increase per Monthly ERU	\$6.17	\$2.68	\$0.49	\$0.50	\$0.52	\$0.53
Option #2A - \$64.8 million (Accelerated, but Pay-go)	\$21.20	\$25.87	\$28.20	\$28.87	\$29.57	\$30.27
Increase per Monthly ERU	\$9.55	\$4.67	\$2.33	\$0.67	\$0.70	\$0.70
Option #3A - \$56.6 million (Phase-in, but Pay-go)	\$19.46	\$21.69	\$24.19	\$26.97	\$27.62	\$28.28
Increase per Monthly ERU	\$7.81	\$2.23	\$2.50	\$2.78	\$0.65	\$0.66
Option #1B - \$40.9 million (12% Debt Funded)	\$16.19	\$18.62	\$19.46	\$20.34	\$20.95	\$21.45
Increase per Monthly ERU	\$4.54	\$2.43	\$0.84	\$0.88	\$0.61	\$0.50
Option #2B - \$64.8 million (Accelerated with 46% Debt Funded)	\$17.24	\$19.14	\$20.48	\$21.91	\$23.01	\$23.93
Increase per Monthly ERU	\$5.59	\$1.90	\$1.34	\$1.43	\$1.10	\$0.92
Proposed Option #3B - \$56.6 million (Phase-in with 46% Debt Funded)	\$15.55	\$17.23	\$18.91	\$20.59	\$22.27	\$23.95
Increase per Monthly ERU	\$3.90	\$1.68	\$1.68	\$1.68	\$1.68	\$1.68



Conclusions and Recommendations

- City staff have developed several capital plan options to address system deficiencies including an Accelerated Plan
- The City Council should first consider the options that provide a balanced approach to capital funding using both debt and pay-go funding for the Major Capital and R&R Improvements which will provide benefits over the useful life of the assets
- Options #2B and #3B provide a balanced capital funding plan based on financing approximately 46% of the planned improvements to better match the costs over the benefit period

Conclusions and Recommendations

- ❑ City staff developed Option #3B to phase-in the Accelerated Capital Plan that results in the lowest stormwater rate when compared to any other option for the next three (3) Fiscal Years
- ❑ Option #3B provides approximately \$74.7 million in total revenues from FY19-24 to fund the projected operating, debt service and Major Capital & R&R Improvement funding identified for the accelerated capital plan
- ❑ The City Council should consider adopting the proposed stormwater rates for Option #3B from FY19-24 and implement an annual index beginning on and after October 1, 2024 (FY25)
- ❑ This study should be updated within the next three to five years

Next Steps

Sept. 18th

Adopt Resolution for Utility Stormwater Rate Increase

Future

Amend Budget according to adopted Stormwater Rate



Find Your Florida

Discussion & Questions



Grand Landings Development

Phases 3B & 3C

**City Council Agenda items
September 18, 2018**

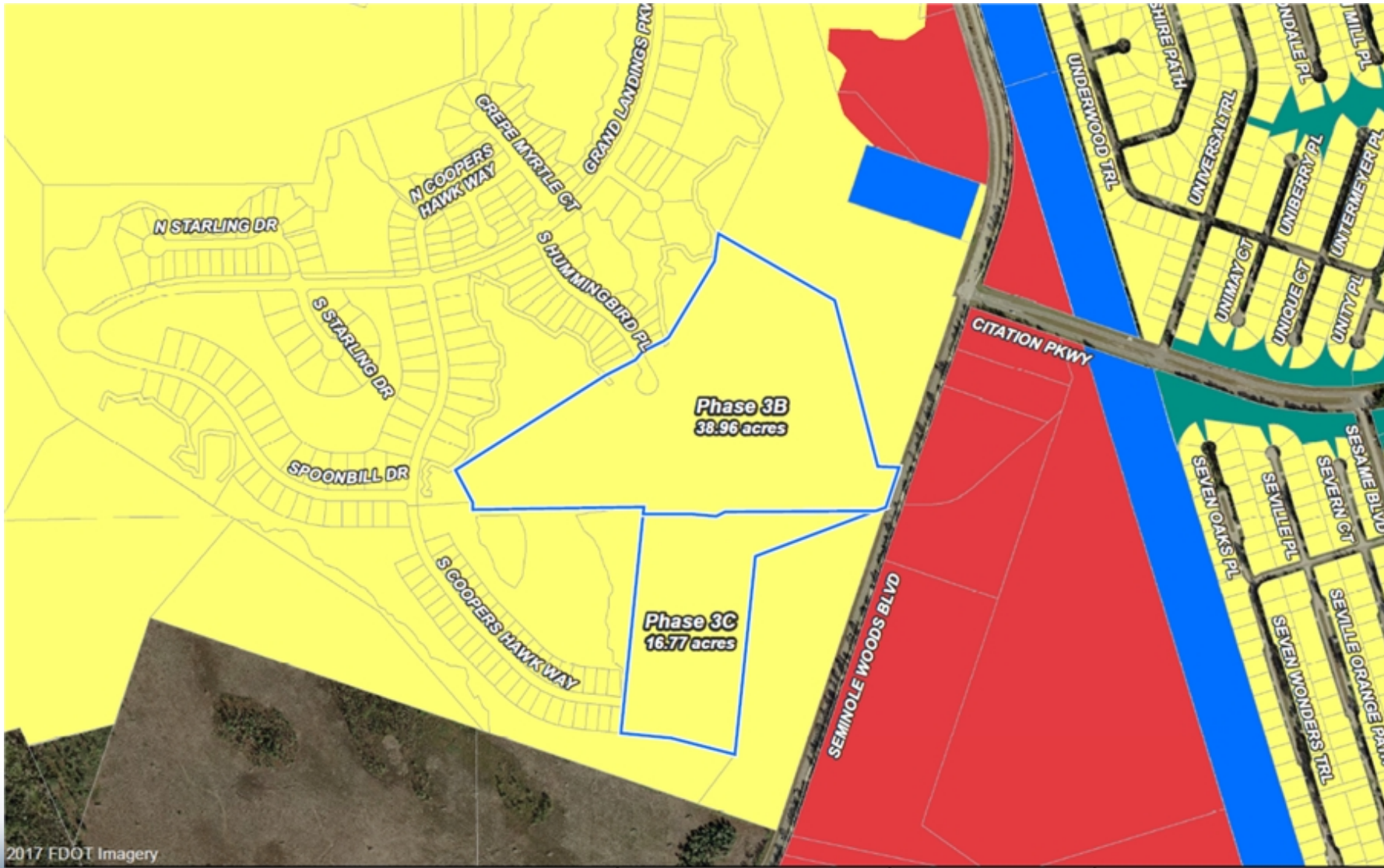


Aerial/Location

- South of SR 100
- South of Flagler County Airport.
- West of Seminole Woods Blvd.
- East of Grand Landings Blvd.

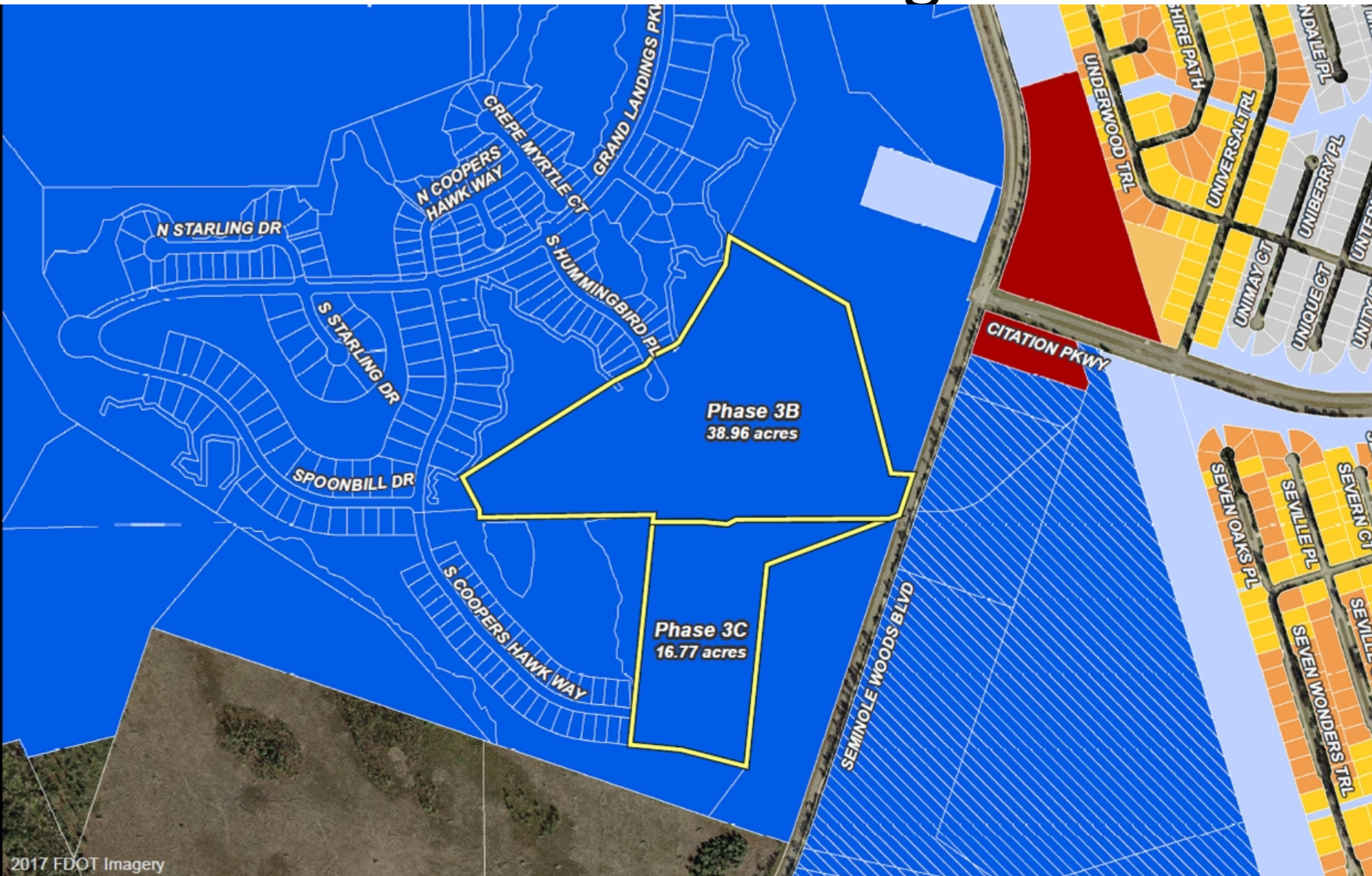


FLUM



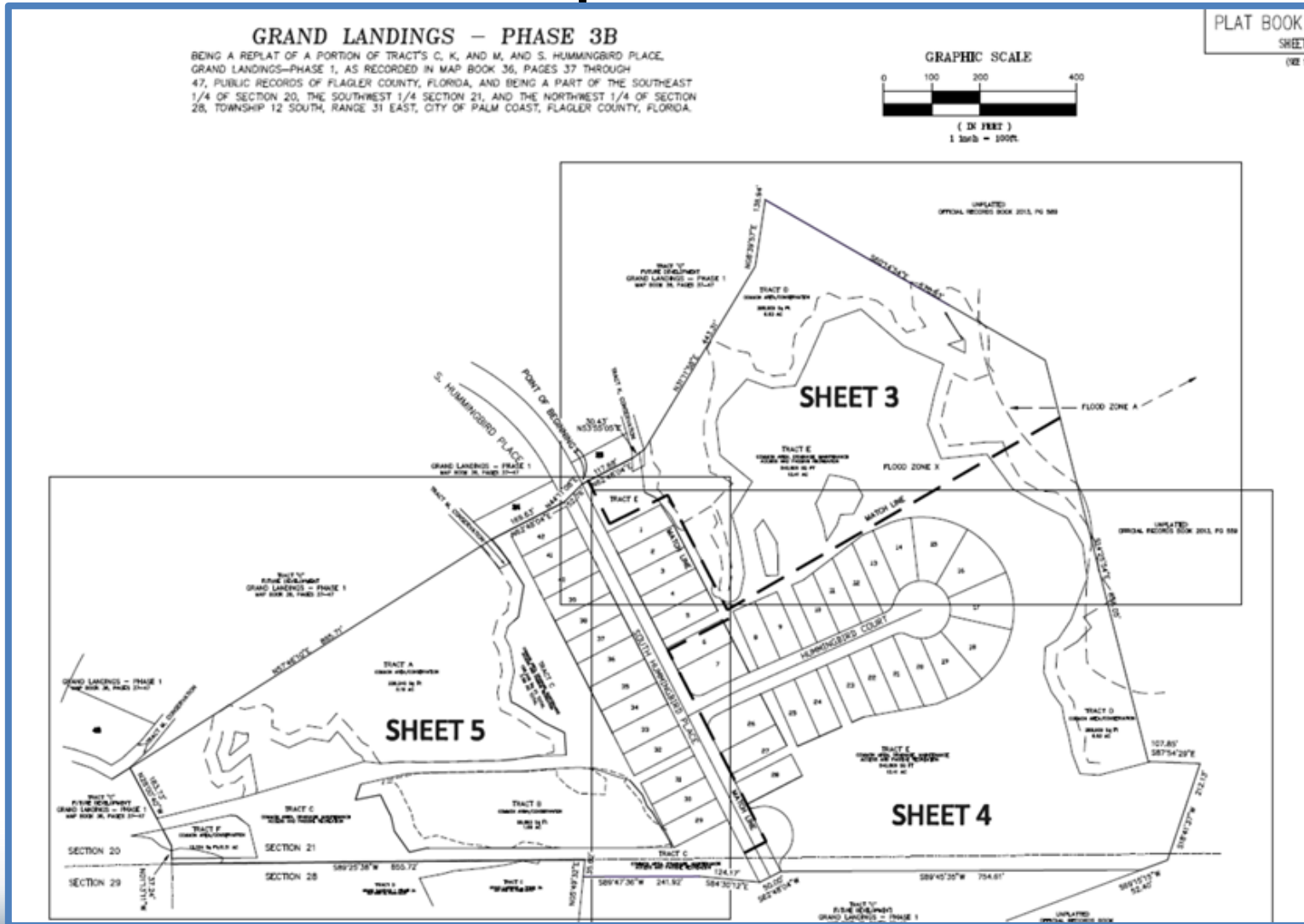
- Subject property is designated as Residential FLUM.

Zoning

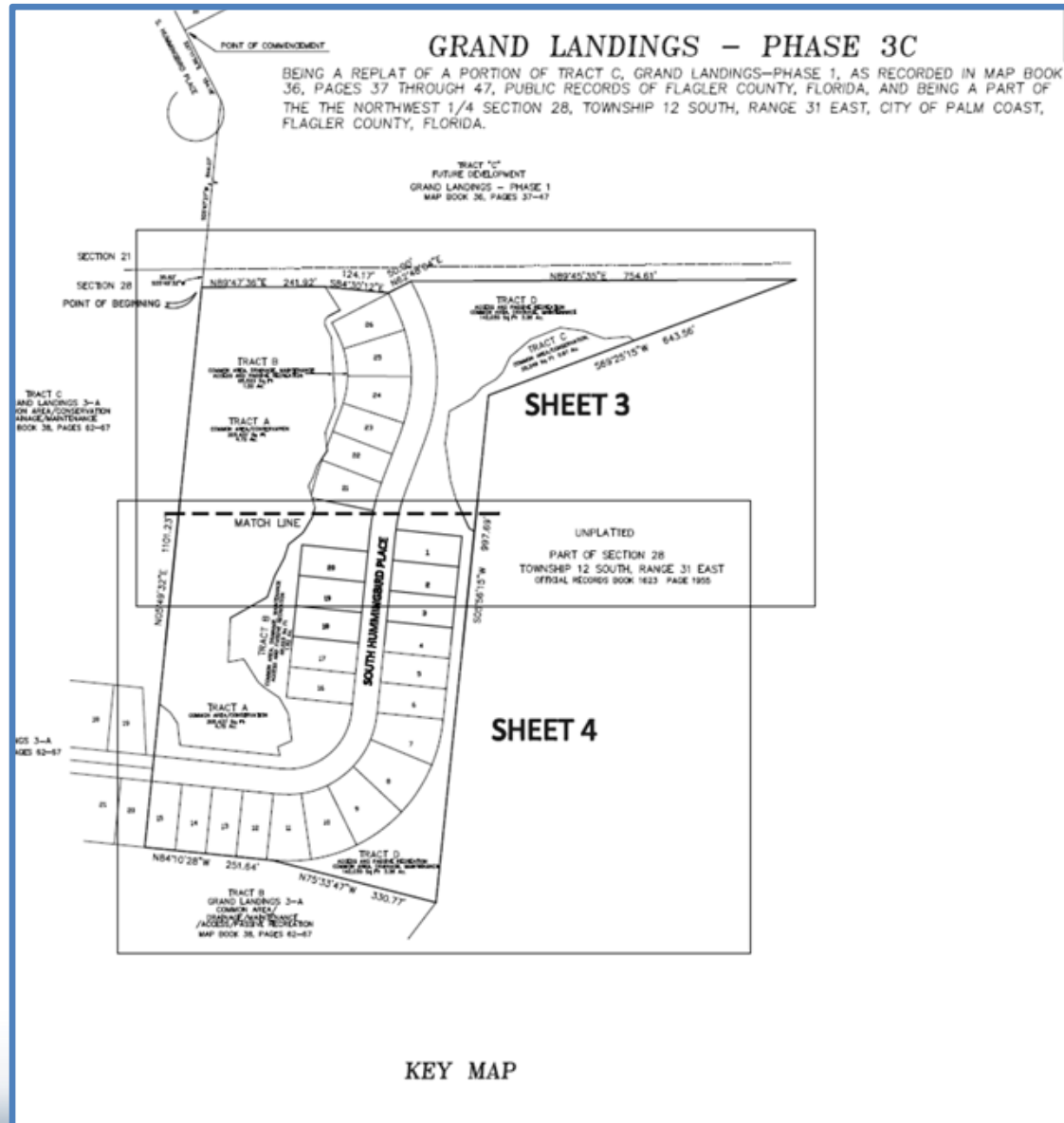


- Approved by the County in 2005.
- Annexed into City in 2007.
- Approved as a City MPD in 2014. (Ord.#14-11)
- Modification to MPD approved in April of this year. (Ord.#18-07)

Proposed 3B Plat



- 38.96 acres
- 42 lots
- Provides connection to S. Hummingbird Place & Hummingbird Court.

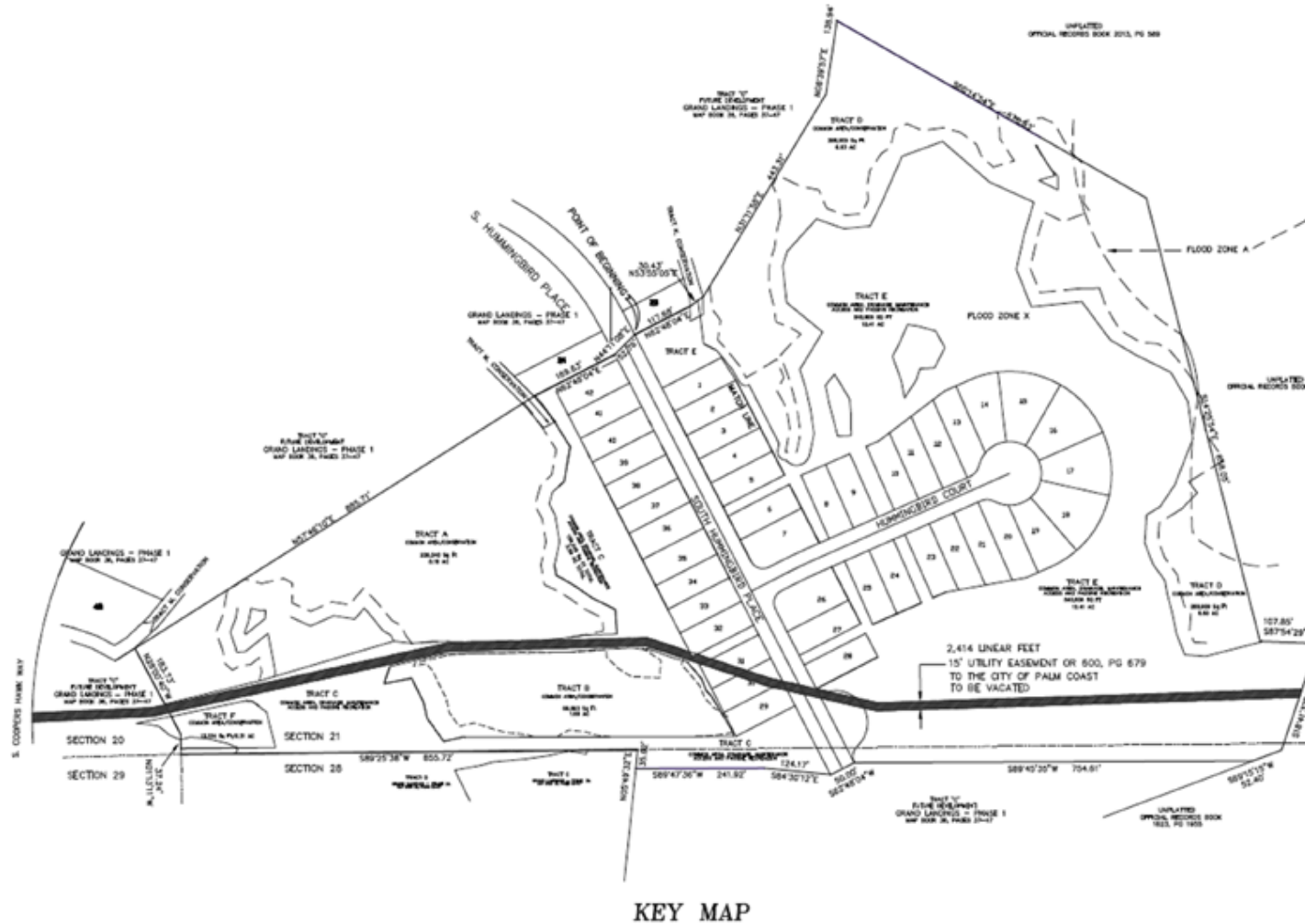
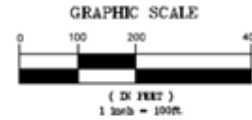


Proposed 3C Plat

- 16.77 acres
- 26 single family lots
- Provides a connection to South Coopers Hawk Way

GRAND LANDINGS – PHASE 3B

BEING A REPLAT OF A PORTION OF TRACTS C, K, AND M, AND S. HUMMINGBIRD PLACE, GRAND LANDINGS—PHASE 1, AS RECORDED IN MAP BOOK 36, PAGES 37 THROUGH 47, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 20, THE SOUTHWEST 1/4 SECTION 21, AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA.



To make 3B
happen!
✓ Unused portion
of utility
easement
required to be
vacated on 3B
Plat.

Recommendations #1 & #2

- 1) Adopt Resolution 2018-xx to vacate and abandon prior Utility Easement described in Exhibit A of easement release.
- 2) Adopt Resolution 2018-xx approving Final Plat for Grand Landings Phase 3B replat, authorizing the Mayor to execute the plat and staff to issue a Final Plat Development Order subject to the following condition:
 - Obtain City acceptance and approval of maintenance surety prior to plat recording.

Recommendation #3

3) Adopt Resolution 2018-xx approving Final Plat for Grand Landings Phase 3C replat, authorizing the Mayor to execute the plat and staff to issue a Final Plat Development Order subject to the following condition:

- Obtain City acceptance and approval of maintenance surety prior to plat recording.

Questions

Redrafting of Chapter 5 – Transportation, Connectivity, Access and Parking

City Council Public Hearing

September 18, 2018



Background

- Chapter 5 was adopted along with our LDC in August 2008
- Chapter 5 contains regulations related to transportation, connectivity, access, parking, loading and stacking
- It was amended in December 2009 and May 2012
- It is one in a series of LDC chapters staff is reviewing and updating

Staff Review Methodology

- Updates were based on transportation and parking concerns and issues that have arisen in Palm Coast over the last 8 to 10 years
- Staff reviewed parking, loading, and stacking standards of numerous coastal communities in Florida
- Also reviewed and analyzed various parking demand studies in the Institute of Traffic Engineer's Parking Generation – 4th Edition
- After completing an internal draft, staff met with FCARD 5 times
- A PLDRB workshop was held followed by a public hearing on April 18



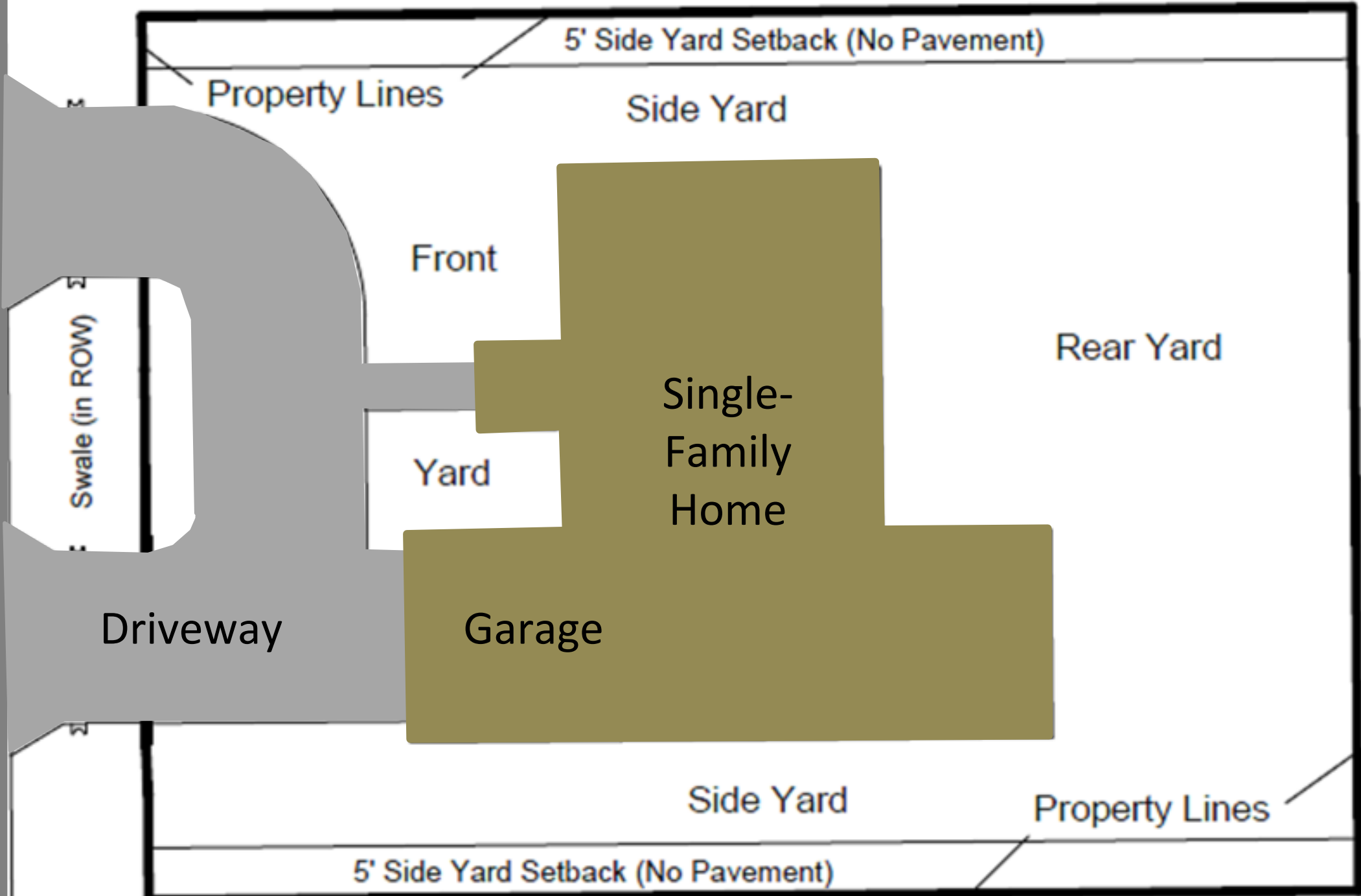
Key Changes to Chapter 5

- Updated driveway standards for single-family homes
- Reviewed and updated parking standards for various uses
- Reviewed and updated requirements for truck loading spaces
- Relocated/updated stacking standards for drive-through lanes
- Proposed a change in garage standards for duplexes

Key Changes: Driveway Standards

- Proposed more options to homeowners to solve driveway parking shortages and concerns by allowing:
 - 1) additional widths for driveways
 - 2) turn-a-rounds for safety
 - 3) more circular driveway options
- Example is displayed on the next slide

Street Pavement



Property Lines

5' Side Yard Setback (No Pavement)

Side Yard

Front

Rear Yard

Single-Family Home

Yard

Garage

Driveway

Side Yard

Property Lines

5' Side Yard Setback (No Pavement)

Swale (in ROW)

Key Changes: Updated Parking Standards

- The current standards allow an applicant to request different minimum and/or maximum parking standards than allowed by the Chapter 5, by providing a parking flexibility study
- However due to market changes since 2008, staff has received an increase in parking flexibility studies, especially over the last 4 years

Increased Parking Flexibility by Allowing Grass Spaces



Institutions can provide up to 33% of required parking and all excess parking as stabilized grass spaces with paved aisles where parking is only periodically used

Key Changes: Updated Truck Loading Standards

- Dropped requirement for having a loading space on smaller retail and restaurant uses between 1,000 - 5,000 sq. ft.
- Applicants may request an alternative standard via a loading operational analysis and site plan

Key Changes: Updated Truck Loading Standards



Added requirement for a 12' x 55' loading space for semi-trailers for retail and industrial uses 50,000 sq. ft. and larger

Key Changes: Updated Drive-Through Stacking Standards



Reviewed and updated stacking standards including adding some for car washes and residential entry gates

Key Changes: Updated Drive-Through Stacking Standards



Added a requirement that applicants must demonstrate, via a traffic study, that adequate stacking will be provided onsite during peak hours

Key Changes: Updated Garage Requirements

Changes requested by Flagler Home Builders Association / FCARD

<u>Types of Units</u>	<u>Existing</u>	<u>Proposed</u>
Duplexes/Two-family	Less than 1200 s.f. = Min. 1-car garage	Less than 1300 s.f. = Min. 1-car garage
Duplexes/Two-family	1200 s.f. or larger = Min. 2-car garage	1300 s.f. or larger = Min. 2-car garage

Updated Information on Duplexes

- The City's IT Department ran an analysis of duplex lots and found a total of 5,071 duplex lots with 2,234 or 44% vacant
- Planning staff met with Flagler Home Builders Association representatives last Friday and discussed City Council's concerns with duplex parking and garages
- FHBA suggests requiring that duplexes less than 1,300 sq. ft. be allowed to have a single-car garage as long as a paved surface is provided with room for two cars in front of the garage

Updated Text for Minimum Garage Standards

- Duplexes with less than 1,300 square feet in living area per unit shall have at least a one-car attached garage and a permanent surface for two parking spaces outside the garage per dwelling unit. These spaces may be provided by having a driveway at least ten feet in width that extends a minimum of forty feet from the garage before connecting to the edge of the roadway pavement.
- A townhouse less than 1,500 square feet in living area shall have at least a one-car garage. A two-car garage is required for a townhouse with 1,500 or greater square feet in living area.

Other Significant Changes to Chapter 5

- Aligned sight visibility standards at intersections with updated Landscaping Chapter
- Added boat and recreational vehicle commercial storage standards
- Clarified some maintenance standards to improve safety, aesthetics and enforcement
- Aligned terminology with new Transportation Impact Fees Ordinance

PLDRB Recommendation

- The PLDRB recommended by a 7 – 0 vote that City Council approve the modifications to Chapter 5
- However, the PLDRB also recommended that single-family homes only be required to have at least a single-car garage
- Planning staff and the Flagler Home Builders Association do not support changing that single-family garage standard
- Staff believes allowing one-car garages on ITT lots would create disharmony and inconsistency with surrounding neighborhoods

Recommendation

- Planning staff recommends that the City Council approve the attached ordinance rewriting Chapter 5 on Transportation.

Next Step

October 2 - City Council 2nd Reading



Questions