



# City of Palm Coast Amended Agenda COUNCIL MEETING

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

**Mayor Milissa Holland**  
**Vice Mayor Nick Klufas**  
**Council Member Eddie Branquinho**  
**Council Member Robert G. Cuff**  
**Council Member Jack D. Howell, II**

---

**Tuesday, May 21, 2019**

**9:00 AM**

**CITY HALL**

---

**City Staff**

**Matthew Morton, City Manager**

**William Reischmann, City Attorney**

**Virginia A. Smith, City Clerk**

- > Public Participation shall be in accordance with Section 286.0114 Florida Statutes.
- > Other matters of concern may be discussed as determined by City Council.
- > If you wish to obtain more information regarding the City Council's agenda, please contact the City Clerk's Office at 386-986-3713.
- > In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at 386-986-3713, at least 48 hours prior to the meeting.
- > City Council Meetings are streamed live on YouTube at <https://www.youtube.com/user/PalmCoastGovTV/live>.
- > All pagers and cell phones are to remain OFF while City Council is in session.

**A. CALL TO ORDER**

**B. PLEDGE OF ALLEGIANCE TO THE FLAG**

**C. ROLL CALL**

**D. PUBLIC PARTICIPATION**

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

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

**E. MINUTES**

- 1. MINUTES**  
**MINUTES OF THE MAY 7, 2019 BUSINESS MEETING**

**F. PRESENTATIONS**

- 2. PRESENTATION - OVERVIEW OF FUND ACCOUNTING AND REVENUE RESTRICTIONS**

**G. ORDINANCES SECOND READ**

- 3. ORDINANCE 2019-XX ZONING MAP AMENDMENT FROM FLAGLER COUNTY DESIGNATION OF AGRICULTURE TO CITY OF PALM COAST DESIGNATION OF GENERAL COMMERCIAL (COM-2) AND PRESERVATION FOR A 7.1+/- ACRE PARCEL LOCATED ½ MILE SOUTH OF SR100 AND EAST OF OLD KINGS RD**
- 4. ORDINANCE 2019-XX VOLUNTARY ANNEXATION OF 90.7+/- ACRES SOUTH OF STATE ROAD 100, EAST OF BELLE TERRE BLVD. AND WEST OF SEMINOLE WOODS BLVD. FOR PROPERTY OWNED BY JTL GRAND LANDINGS DEVELOPMENT, LLC**

**H. ORDINANCES FIRST READ**

- 5. ORDINANCE 2019-XX FUTURE LAND USE MAP AMENDMENT FOR 119+/- ACRE PARCEL FROM RESIDENTIAL LOW DENSITY/RURAL ESTATE (COUNTY DESIGNATION) TO RESIDENTIAL (CITY DESIGNATION) AND AMENDING A FOOTNOTE ON THE FLUM-GRAND LANDINGS**
- 6. ORDINANCE 2019-XX AMENDMENT TO THE GRAND LANDINGS MASTER PLANNED DEVELOPMENT (MPD) REZONING TO EXPAND THE SIZE OF THE MPD BY 119.2 ACRES FROM 774.4 ACRES TO 893.6 ACRES**
- 7. ORDINANCE 2019-XX FUTURE LAND USE MAP AMENDMENT FOR 7.1 +/- ACRE PARCEL LOCATED 500' NORTHEAST OF OLD KINGS ROAD EXTENSION AND MATANZAS WOODS PARKWAY INTERSECTION FROM GREENBELT TO MIXED USE-MATANZAS RETAIL CENTER**
- 8. ORDINANCE 2019-XX ZONING MAP AMENDMENT FOR 29.61+/- ACRES ON THE WEST SIDE OF OLD KINGS ROAD AND NORTH OF MATANZAS WOODS PARKWAY FROM GENERAL COMMERCIAL (COM-2), PUBLIC/SEMI-PUBLIC (PSP), & RURAL ESTATES (EST-2) TO MPD-MATANZAS WOODS RETAIL CENTER**



**I. RESOLUTIONS**

- 9. RESOLUTION 2019-XX APPROVING THE FINAL PLAT FOR AMERICAN VILLAGE**
- 10. RESOLUTION 2019-XX APPROVING PIGGYBACKING THE NATIONAL IPA/OMNI PARTNERS CONTRACT WITH WILLIAMS SCOTSMAN, INC., FOR THE LEASING OF TWO (2) MODULAR BUILDINGS FOR STORMWATER AND PUBLIC WORKS FACILITIES.**
- 11. RESOLUTION 2019-XX APPROVING CONTRACTS WITH PBM CONSTRUCTORS, EAU GALLIE ELECTRIC AND ZABATT ENGINE SERVICES, FOR THE CONSTRUCTION OF SIX FEMA GENERATORS PROJECTS**
- 12. RESOLUTION 2019-XX APPROVING A CONTRACT WITH CHINCHOR ELECTRIC, INC. TO PROVIDE ELECTRICAL UPGRADES FOR THE WATER TREATMENT PLANT #1, 4 MOTOR CONTROL PANELS AND 3 MOTOR CONTROL CENTERS REPLACEMENT PROJECT**
- 13. RESOLUTION 2019-XX APPROVING A WORK ORDER WITH JACOBS ENGINEERING GROUP, INC., FOR THE WASTE WATER TREATMENT PLANT NO.1, HEADWORKS BYPASS & DIFFUSED AIR IMPROVEMENTS PROJECT**
- 14. RESOLUTION 2019-XX APPROVING A CONTRACT WITH PELLA WINDOWS AND DOORS FOR THE REPLACEMENT OF WINDOWS AT 2 UTILITY DRIVE**
- 15. RESOLUTION 2019-XX APPROVING THE FIFTH AMENDMENT TO INCREASE FUNDS FOR A FEDERALLY-FUNDED SUBGRANT AGREEMENT WITH FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT (FDEM) RELATING TO HURRICANE IRMA EXPENSES**

**J. PUBLIC PARTICIPATION**

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

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

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

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

**16. CALENDAR/WORKSHEET**

**N. ADJOURNMENT**

## City of Palm Coast, Florida Agenda Item

Agenda Date : 05/21/2019

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>		<b>Account</b>
<b>Subject</b>	MINUTES MINUTES OF THE MAY 7, 2019 BUSINESS MEETING	
<b>Background :</b>		
<b>Recommended Action :</b> Approve the minutes of May 7, 2019 Business Meeting		



# City of Palm Coast Minutes COUNCIL MEETING AMENDED AGENDA

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

**Mayor Milissa Holland**  
**Vice Mayor Nick Klufas**  
**Council Member Eddie Branquinho**  
**Council Member Robert G. Cuff**  
**Council Member Jack D. Howell, II**

---

**Tuesday, May 7, 2019**

**6:00 PM**

**CITY HALL**

---

**City Staff**

**Matthew Morton, City Manager**

**William Reischmann, City Attorney**

**Virginia A. Smith, City Clerk**

- > Public Participation shall be in accordance with Section 286.0114 Florida Statutes.
- > Other matters of concern may be discussed as determined by City Council.
- > If you wish to obtain more information regarding the City Council's agenda, please contact the City Clerk's Office at 386-986-3713.
- > In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at 386-986-3713, at least 48 hours prior to the meeting.
- > City Council Meetings are streamed live on YouTube at <https://www.youtube.com/user/PalmCoastGovTV/live>.
- > All pagers and cell phones are to remain OFF while City Council is in session.

**A. CALL TO ORDER**

**B. PLEDGE OF ALLEGIANCE TO THE FLAG**

**C. ROLL CALL**

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

**D. PUBLIC PARTICIPATION**

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

*Ceila Pugliese-Golf course and Jacobi property. She asked for plans, if any, of any Villas that will be built on the Jacobi property. She asked for CDBG grant dollars to be used for relocating the homeless.*

*Bill Shelley-PW facility repairs and thought it would be better to go ahead and pay for the Public Works Facility now rather than seven years down the road. He was disappointment to learn about the employees accepting gifts in the building department.*

*Mayor Holland reported that no plans have been submitted to the planning department. She addressed Mr. Shelley's concern regarding the Public Works Facility and informed him the stipulations regarding where the monies can be taken from in order to fund the project. She welcomed a conversation to discuss City Employees.*

## **E. MINUTES**

- 1. MINUTES OF THE CITY COUNCIL  
APRIL 16, 2019  
APRIL 30, 2019**

**Pass**

**Motion made to approve by Vice Mayor Klufas and seconded by Council Member Howell, II**

**Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II**

## **F. PROCLAMATIONS**

- 2. PROCLAMATION - DRUG COURT MONTH**

*CM Cuff presented this Proclamation to representatives of the Drug Court program.*

- 3. PROCLAMATION - MAY 18TH KIDS TO PARKS DAY**

*CM Branquinho presented this Proclamation to representatives from the Parks and Recreation Department.*

- 4. PROCLAMATION - NATIONAL WATER SAFETY MONTH**

*CM Howell presented this Proclamation to representatives from the Parks and Recreation Department.*

- 5. PROCLAMATION - PUBLIC SERVICE RECOGNITION WEEK**

*VM Klufas presented this Proclamation to Randy Zaleski, who is celebrating 45 years of service with the City of Palm Coast.*

**G. ORDINANCES SECOND READ**

**6. ORDINANCE 2019-XX A FUTURE LAND USE MAP DESIGNATION FOR 89+/- ACRES FROM FLAGLER COUNTY DESIGNATIONS OF MIXED USE: HIGH INTENSITY & MIXED USE: LOW INTENSITY TO CITY OF PALM COAST DESIGNATION OF MIXED USE**

*Attorney Reischmann read the title into the record.*

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

*Mr. Jose Papa provided a PowerPoint presentation on Items 6 and 7, which is attached to these minutes.*

*Public Comment:*

**Pass**

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

**Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II**

*There were no public comments.*

**7. ORDINANCE 2019-XX A ZONING MAP AMENDMENT FROM PLANNED UNIT DEVELOPMENT (FLAGLER COUNTY DESIGNATION) TO MASTER PLANNED DEVELOPMENT (CITY OF PALM COAST DESIGNATION) FOR AN 89+/- ACRE PARCEL LOCATED 1.3 MILES NORTH OF STATE ROAD 100**

*This item was presented with item #6.*

*Attorney Reischmann read the title of the ordinance into the record and reminded Council this is a quasi-judicial item. Mayor Holland called for any ex-parte communication. There were none.*

*Public Comments:*

*There were no public comments.*

**Pass**

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

**Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II**

**H. ORDINANCES FIRST READ**

**8. ORDINANCE 2019-XX ZONING MAP AMENDMENT FROM FLAGLER COUNTY DESIGNATION OF AGRICULTURE TO CITY OF PALM COAST DESIGNATION OF**

**GENERAL COMMERCIAL (COM-2) AND PRESERVATION FOR A 7.1+/- ACRE PARCEL LOCATED ½ MILE SOUTH OF SR100 AND EAST OF OLD KINGS RD**

*Attorney Reischmann read the title into the record and reminded Council this is a quasi-judicial item. Attorney Reischmann called for any ex-parte communication. There were none. Mr. Morton gave a brief overview of the item.*

*Public Comment. No comments were received.*

**Pass**

**Motion made to Approved on first reading by Vice Mayor Klufas and seconded by Council Member Howell, II**

**Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II**

**9. ORDINANCE 2019-XX VOLUNTARY ANNEXATION OF 90.7+/- ACRES SOUTH OF STATE ROAD 100, EAST OF BELLE TERRE BLVD. AND WEST OF SEMINOLE WOODS BLVD. FOR PROPERTY OWNED BY JTL GRAND LANDINGS DEVELOPMENT, LLC**

*Attorney Reischmann read the title into the record. Mr. Morton gave a brief summary of the item.*

*Public Comment*

*There were no public comments.*

**Pass**

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

**Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II**

**I. RESOLUTIONS**

**10. RESOLUTION 2019-XX APPROVING THE PURCHASE OF MATERIALS, EQUIPMENT, DESIGN & CONSTRUCTION SERVICES AND RELATED EXPENSES FOR IMPROVEMENTS AT CITY FACILITIES 1 WELLFIELD GRADE & 22/24 UTILITY DRIVE**

*Mr. Morton provided a brief overview to this item. Chief Forte, Mr. Mike Peel, and Ms. Alves provided Council with a PowerPoint presentation, which is attached to these minutes. Topics included: using Fire Station 25 for working on large vehicles and moving the traffic monitoring computers from their current location.*

*Public Comments:*

*There were no public comments.*

**Pass**

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

**Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II**

**J. CONSENT**

**11. RESOLUTION 2019-XX APPROVING AN AGREEMENT FOR CONSENT TO VOLUNTARY ANNEXATION OF 90+/- ACRES OWNED BY JTL GRAND LANDINGS DEVELOPMENT, LLC**

*Mr. Neilebach asked that Item 12 be discussed. He did not like the idea of a Round-about at that location.*

*Mr. Carr spoke to Item 13 and asked Council to be cautious regarding the IT Enterprise item. Ms. Pugliese also expressed her concerns regarding Item 13. Lewis McCarthy also spoke on Item 13. He cautioned for the City not to lose control of the FiberNet.*

**Pass**

**Motion made to approve by Council Member Howell, II and seconded by Council Member Branquinho**

**Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II**

**12. RESOLUTION 2019 XX APPROVING A RIGHT-OF-ROW AQUISITION/LAND DONATION TO FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE MATANZAS WOODS PARKWAY/US1 ROUNDABOUT**

**Pass**

**Motion made to approve by Council Member Howell, II and seconded by Council Member Branquinho**

**Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II**

**13. RESOLUTION 2019-XX AMENDING THE IT ENTERPRISE AND INTERNAL SERVICE FUND BUDGETS FOR FISCAL YEAR 2019**

**Pass**

**Motion made to approve by Council Member Howell, II and seconded by Council Member Branquinho**

**Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II**

**14. RESOLUTION 2019-XX APPROVING A WORK ORDER WITH CONNECT CONSULTING FOR THE REPLACEMENT OF SW-32**

**Pass**

**Motion made to approve by Council Member Howell, II and seconded by Council Member Branquinho**

**Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II**

**15. RESOLUTION 2019-XX APPROVING MASTER SERVICES AGREEMENTS FOR EMERGENCY CONSTRUCTION SERVICES**

**Pass**

**Motion made to approve by Council Member Howell, II and seconded by Council Member Branquinho**

**Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II**

**16. RESOLUTION 2019-XX APPROVING THE THIRD AND FOURTH AMENDMENTS TO INCREASE FUNDS FOR A FEDERALLY-FUNDED SUBGRANT AGREEMENT WITH FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT (FDEM) RELATING TO HURRICANE IRMA EXPENSES**

**Pass**

**Motion made to approve by Council Member Branquinho and seconded by Council Member Howell, II**

**Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II**

**K. PUBLIC PARTICIPATION**

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

*Steve Carr is concerned about air pollutants on Florida Pak Drive and the safety of the children playing in the park and in particular, those who are using the basketball courts.*



*Mr. Nielebach was also concerned about Florida Park Drive and suggested speed bumps to be placed on Florida Park Drive.*

*George Mayo would like members of Council to attend the County meetings. He expressed his concerns regarding Ransom Ware.*

*Mayor Holland responded that Florida Park Drive will be on an upcoming agenda. She watches every Council Meeting on television and is grateful that they are televised. She suggested the City Manager come back to Council and give an update regarding Ransom Ware.*

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

*CM Cuff-Thanked staff for a wonderful job with Arbor Day.*

*VM Klufas-thanked staff for all they do. He enjoyed watching the children at the nerf event. He thanked staff for all the work they do.*

*CM Howell-provided an update to the homeless issues.*

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

*Attorney Reischmann gave a legislative update. There is litigation against local governments in the event there would be a claim or finding regarding pre-empted by State law. Our office will be looking at your codes to make sure we are in compliance.*

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

*No report was given.*

**O. ADJOURNMENT**

*Motion by Vice Mayor Klufas to adjourn the meeting. The meeting adjourned at 7:07 p.m.*

*Respectfully submitted,*

*Virginia Smith, MMC, CP  
City Clerk*

## City of Palm Coast, Florida Agenda Item

Agenda Date: 05/21/2019

<b>Department</b>	FINANCE	<b>Amount</b>
<b>Item Key</b>	6371	<b>Account</b>
<b>Subject</b>	PRESENTATION - OVERVIEW OF FUND ACCOUNTING AND REVENUE RESTRICTIONS	
<b>Background:</b> In preparation for the upcoming Fiscal Year 2020 Budget, the Finance Department will be providing City Council with an overview on fund accounting and revenue source restrictions.		
<b>Recommended Action :</b> For presentation purposes only.		

# Fund Accounting & Revenue Restrictions

Tuesday, May 21<sup>st</sup>, 2019

Helena P. Alves, CGFO, CIA, MBA,  
Finance Director

Lina Williams  
Budget Manager



# BUDGET PRESENTATION TIMELINE

## JAN - MAR

- Annual Financial Audit
- Annual Progress Report
- Survey Results
- Annual City Council  
SAP evaluation
- Review 10 year CIP Plan

## APR - JUNE

- YTD Budget Results Presentation
- Fund Accounting & Revenue  
Restrictions Presentation
- Property Tax Presentation



## JUL - SEPT

- Adopt Maximum Millage Rate
- Budget Workshop  
Presentations to City Council
- Public Hearings to Adopt Tentative  
and Final Millage  
Rate & Budget

## OCT - DEC

- FY19 Year End Close-Out
- End of Year Review with  
Departments



# FUND ACCOUNTING

## A Fund:

- Represents its own checkbook
- Subject to its specific regulations
- Segregated based on its purpose

## Restricted Revenue:

- Can only be used for a specific purpose
- Cannot be used for general operations
- Segregated in its own fund/checkbook

# CITY OF PALM COAST FUND TYPES

## Governmental

**Primarily supported by taxes**

General fund

Special revenue funds

Capital projects funds

## Proprietary

**Primarily supported by user fees**

Enterprise funds

Internal services funds



# CITY OF PALM COAST FUND CLASSIFICATIONS

## Governmental

**Primarily supported by taxes**

Administration & Finance

Public Safety (Fire & Police)

Community Development  
(excluding Building)

Streets & Parks Maintenance

Parks & Recreation

## Proprietary

**Primarily supported by user fees**

Utility

Stormwater

Building

Information Technology

Solid Waste

Fleet

Facilities

# REVENUE RESTRICTIONS

# GENERAL FUND UNRESTRICTED REVENUES

## Ad Valorem Tax (Property Tax)

- Main revenue source of the General Fund

## Communications Services Tax

- 5.22% Applied to telecommunications, video, direct-to-home satellite and related services

## Half-Cent Sales Tax



- Portion of the state 6% sales tax collected within Flagler County

## State Revenue Sharing

- Portion of State sales and use tax collections & one-cent municipal fuel tax

# SPECIAL REVENUE FUNDS - RESTRICTIONS



## Streets Improvement Fund Restricted for Transportation Expenses

- Local Option Fuel Tax
  - Currently 6 cents per gallon on fuel purchased in Flagler County
  - Distributed per Inter-local agreement based on road miles
- State Revenue Sharing (b)

## SR 100 CRA Restricted to Development within CRA

- Tax Increment

# CAPITAL FUNDS - RESTRICTIONS



## Capital Projects Fund

- Small County Surtax
  - ½ percent of the 7% sales tax collected in Flagler County
  - Committed for construction & improvement of public facilities
  - Adopted by Flagler County ordinance and distributed according to state formula

## Impact Fee Funds

- Restricted to growth related projects. Only for projects that are adding new capacity, cannot be use for existing system deficiencies.

# ENTERPRISE FUND - RESTRICTIONS

## Water & Wastewater Utility Fund

- Restricted by bond covenants & City Council
- Used to maintain system & debt service

## Stormwater Utility Fund

- Restricted by loan covenants & City Council
- Used to maintain system & debt service

## Building Fund

- Applied solely to building and permitting costs

# FUND BALANCE

# FUND BALANCE

**Definition:** Accumulated revenues over expenditures

**Use:** For emergencies or one time expenditures  
Not meant to fund continuing operations

**Policies:** General, Utility, Stormwater, Solid Waste,  
Disaster, Self Insured, and Fleet



# QUESTIONS



# City of Palm Coast, Florida

## Agenda Item

Agenda Date : 05/21/2019

<b>Department</b> PLANNING <b>Item Key</b> 6345	<b>Amount</b> <b>Account</b> <b>#</b>
<b>Subject</b> ORDINANCE 2019-XX ZONING MAP AMENDMENT FROM FLAGLER COUNTY DESIGNATION OF AGRICULTURE TO CITY OF PALM COAST DESIGNATION OF GENERAL COMMERCIAL (COM-2) AND PRESERVATION FOR A 7.1+/- ACRE PARCEL LOCATED ½ MILE SOUTH OF SR 100 AND EAST OF OLD KINGS RD-FLAGLER CEMETARY	
<p><b>Background :</b>  <b><u>UPDATE FROM THE MAY 7, 2019 BUSINESS MEETING</u></b>          This item was heard and approved (5-0) on first reading by City Council at their May 7, 2019 Business Meeting. There were no changes suggested to this item and there has been no additional public comments received to date regarding this item.</p> <p><b><u>ORIGINAL BACKROUND FROM THE MAY 7, 2019 BUSINESS MEETING</u></b>          The subject property is 7.1± acres and generally located ½ mile south of SR 100 on the eastside of Old Kings Rd. The site is immediately south of the existing Craig Flagler Palms Funeral Home and Cemetery and fronts directly on Old Kings Rd. The proposed rezoning will amend the zoning designation of the subject property from Flagler County designation of Agriculture (AC) to City of Palm Coast designation of General Commercial (COM-2) and Preservation (PRS).</p> <p>The subject property currently has a Future Land Use Map designation of Mixed Use over a 6.5+/- portion of the property with a sliver of "Conservation" designation along its eastern boundary. Based on the FLUM designation, the portion designated as Mixed Use is proposed to be zoned COM-2, with the Conservation area designated as Preservation.</p> <p>Staff analyzed the proposed rezoning based on the criteria established in the City of Palm Coast Land Development Code. In summary, staff makes the following findings:</p> <ul style="list-style-type: none"> <li>- the proposed rezoning is consistent with the Comprehensive Plan,</li> <li>- the proposed rezoning does not negatively impact the existing public facilities,</li> <li>- the proposed rezoning is consistent with the surrounding land uses and is in an area appropriate for expansion of commercial/service use, and does not cause a nuisance or threat to the general welfare and safety of the public.</li> </ul> <p>On April 17, 2019, the Planning and Land Development Regulation Board (PLDRB) held a public hearing on the proposed amendment. There were no comments from the Board or the public.</p> <p>Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that City Council approve the proposed zoning map amendment.</p>	
<p><b>Recommended Action:</b>          Adopt Ordinance 2019-XX Zoning Map Amendment from Flagler County designation of agriculture to City of Palm Coast designation of General Commercial (Com-2) and Preservation for a 7.1+/- acre parcel located ½ mile south of Sr 100 and East of Old Kings Rd.</p>	

--

**ORDINANCE 2019-\_\_\_\_\_**  
**CRAIG FLAGLER PALMS CEMETERY**  
**REZONING APPLICATION NO. 3518**

**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 7.1+ ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED .5 MILES SOUTH OF STATE ROAD 100 ON THE EASTSIDE OF OLD KINGS ROAD BEING MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A, FROM FLAGLER COUNTY DESIGNATION OF AGRICULTURE TO CITY OF PALM COAST DESIGNATION OF GENERAL COMMERCIAL (COM-2) AND PRESERVATION (PRS) ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

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

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

**SECTION 2. Official Zoning Map Amended.** The 7.1 ± acres of land, located .5 miles south of State Road 100 on the eastside of Old Kings Rd., as depicted and legally described in “Exhibit A” and attached hereto, is hereby amended from Flagler County Zoning Designation of Agriculture to City of Palm Coast Zoning Designation of General Commercial (COM-2) and Preservation (PRS).

**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 adoption by the City Council of the City of Palm Coast, Florida, and pursuant to the City Charter.

Approved on first reading this 7<sup>th</sup> day of May 2019.

Adopted on the second reading after due public notice and hearing City of Palm Coast this 21st day of May 2019.

ATTEST:

**CITY OF PALM COAST**

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

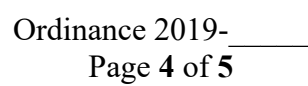
\_\_\_\_\_  
Milissa Holland, Mayor

Approved as to form and legality:

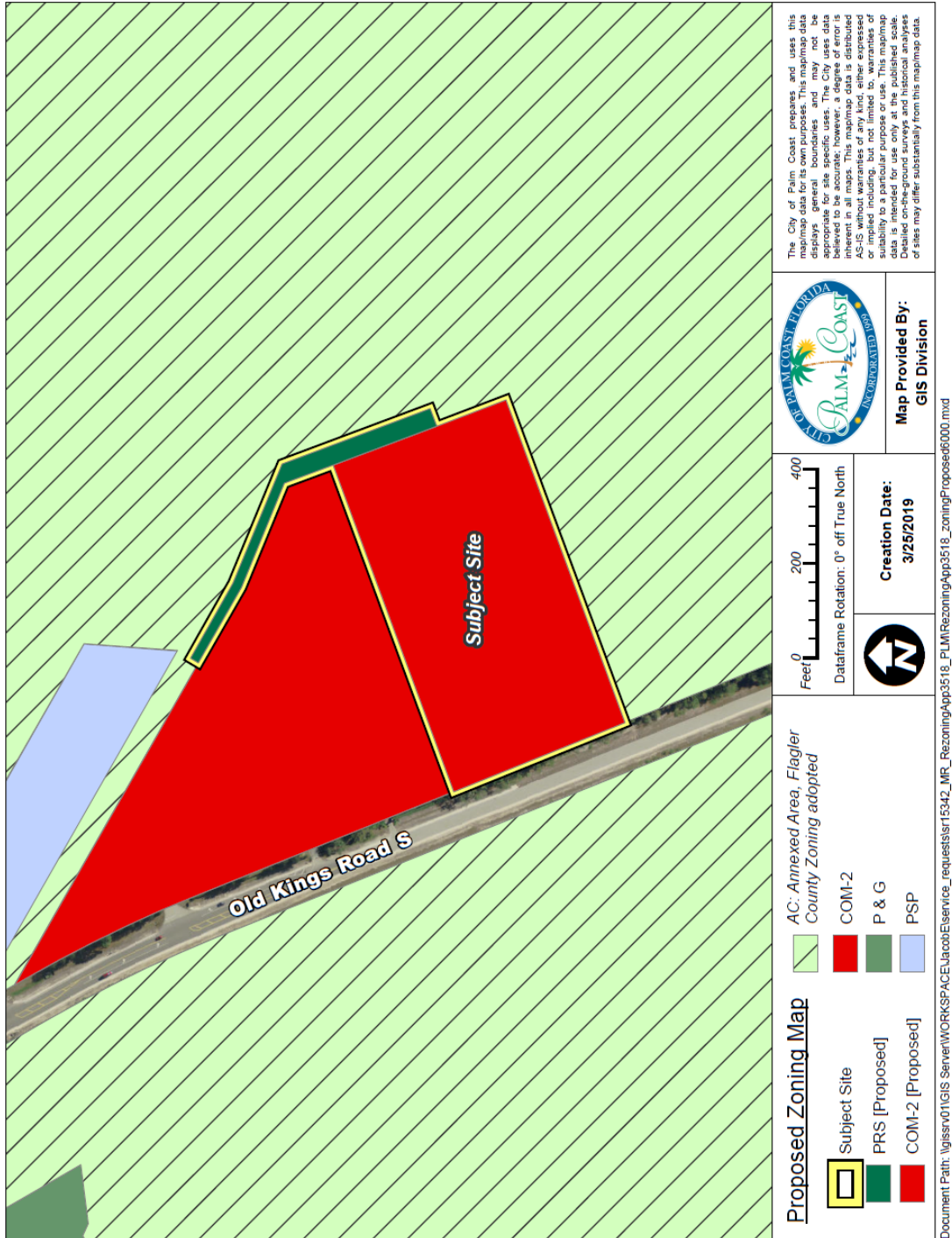
\_\_\_\_\_  
William E. Reischmann, Jr., Esq.

**EXHIBIT “A”  
LEGAL DESCRIPTION**

*A PORTION OF SECTION 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT A CONCRETE MONUMENT MARKING THE INTERSECTION OF THE NORTH LINE OF SECTION 16, TOWNSHIP 12 SOUTH, RANGE 32 EAST, WITH THE WEST RIGHT-OF-WAY LINE OF OLD KINGS ROAD; THENCE RUN N89°40'02"E, ALONG THE NORTH LINE OF SAID SECTION 16 AND PROJECTION THEREOF, 107.55 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD, 100-FOOT WIDE; THENCE RUN S21°55'30" E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 146.56 FEET TO A CONCRETE MONUMENT THEREIN, SAID MONUMENT MARKING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N69°44'30"E, ALONG THE SOUTH LINE OF HOPE CEMETERY, 738.46 FEET; THENCE N20°34'15"W, 110.25 FEET; THENCE N67°34'30"W, 238.55 FEET; THENCE N60°17'04"W, 184.00 FEET; THENCE N29°42'58"E, ALONG OLD BEACH ROAD, 20.00 FEET; THENCE S80°17'04"E, 182.72 FEET; THENCE S67°34'30"E, 273.32 FEET; THENCE S20°34'15"E, 335.30 FEET; THENCE S89°25'45"W, 40.00 FEET; THENCE S20°34'15"E, 157.01 FEET; THENCE S69°44'30"W, 729.20 FEET TO THE EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD; THENCE N21°55'30"W, ALONG SAID EAST RIGHT-OF-WAY LINE, 392.17 FEET TO THE POINT OF BEGINNING.  
SAID PARCEL CONTAINS 7.12 ACRES, MORE OR LESS.*



# **EXHIBIT "B"** **ORDINANCE 2019-\_\_\_\_\_** **Revised Official Zoning Map**







**COMMUNITY DEVELOPMENT DEPARTMENT  
CITY COUNCIL  
Zoning Map Amendment Staff Report  
April 26, 2019**

## OVERVIEW

---

**Application Number:** 3518

**Applicant:** CPH, Inc.

**Property Description:** 7.1 ± acre property approximately ½ mile south of State Road 100 on the eastside of Old Kings Rd.

**Property Owner:** Bulow Creek LLC  
**Parcel ID:** 10-12-31-0000-00020-0010  
**Current FLUM designation:** Mixed Use & Conservation  
**Current Zoning designation:** Agriculture (Flagler County Designation)  
**Current Use:** Vacant  
**Size of subject property:** 7.1± acres

**Requested Action:** Rezoning from Flagler County designation of Agriculture (AC) to General Commercial (COM-2) and Preservation (PRS)

**Recommendation:** Planning Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that the City Council approve Application # 3518 to rezone 7.1+/- acres from Flagler County designation Agriculture (AC) to General Commercial (COM-2) and Preservation (PRS).

## ANALYSIS

---

### REQUESTED ACTION

This a proposed rezoning for an approximately 7.1+/- acre parcel from Flagler County designation of Agriculture (AC) to 6.6+/- acres of General Commercial (COM-2) and .5+/- acres of Preservation (PRS) (City of Palm Coast designation).

### BACKGROUND/SITE HISTORY

The subject parcel is to be carved out from a larger parcel owned by Bulow Creek LLC. The subject parcel is vacant and is anticipated to be the site of a proposed expansion of the Flagler Palms Cemetery located to the north.

**PLDRB Meeting – April 17, 2019**

The PLDRB held a public hearing on the proposed amendment. There were no comments from the members of the Board or the public.

**LAND USE AND ZONING INFORMATION****USE SUMMARY TABLE:**

<b>CATEGORY:</b>	<b>EXISTING:</b>	<b>PROPOSED:</b>
Future Land Use Map (FLUM)	Mixed Use/Conservation	No change
Zoning District	Flagler County - Agriculture	General Commercial (COM-2) & Preservation
Overlay District	None	None
Use	Vacant	Cemetery

**SURROUNDING LAND USES:**

NORTH: FLUM: Mixed Use  
 Zoning: General Commercial (COM-2)  
 Use: Craig-Flagler Palms Funeral Home

SOUTH: FLUM: Mixed Use  
 Zoning: Flagler County Agriculture  
 Use: Vacant

EAST: FLUM: Conservation  
 Zoning: Flagler County Agriculture  
 Use: Vacant

WEST: FLUM: Mixed Use  
 Zoning: Flagler County Agriculture  
 Use: Vacant

**SITE DEVELOPMENT REQUIREMENTS**  
**Proposed in Comparison to Existing**

<b>Criteria</b>	<b>COM-2 (Proposed)</b>	<b>Agriculture (Existing)</b>
Min. Lot Size (sq. ft.)	20,000	5 acres
Min. Lot Width	100'	200'
Max. Impervious area	.70	35%
Max. FAR Ratio	.40	--
Max. Bldg. Height	100'	No maximum

Min. Interior Side & Rear Setback	10'	25'/50'
Min. Street Side Setback	25' (Arterial/Collector) or 20' (Local)	50'

#### 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 rezoning of the subject property is not in conflict with, or contrary, to the public interest. The subject parcel is abutted to the north by the Craig Flagler Palms cemetery, the proposed rezoning will accommodate the proposed expansion of the cemetery. The subject parcel's location along Old Kings Road and adjacent to a large conservation area makes the expansion on the subject parcel appropriate and will not cause any conflict with the public interest.

*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:

- Objective 1.1.4 - Promote compact and contiguous development, a mixture of land uses, and discourage urban sprawl

Consistent with Objective 1.1.4 and Policy 1.1.4.5, the subject parcel is contiguous to the developing areas of the City and does not promote urban sprawl.

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

**Staff Findings:** Rezoning the subject property to COM-2 will not impose a significant financial liability or hardship for the City. The subject property's location is along a major roadway and does not necessitate the extension of water or sewer lines.

*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 an opportunity to expand one of the few cemeteries in Flagler County.

*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 subject property will be subject to all requirements of the Land Development Code regarding protection of environmental and natural resources (listed species report, wetlands assessment).

*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 proposed rezoning will provide for the expansion of the adjacent cemetery.

*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:** There is not a significant impact anticipated from the proposed rezoning on governmental services (wastewater, potable water, drainage, solid waste and transportation systems). Development plans will be reviewed for its impact and must not cause any of the public facilities identified to fall below its adopted Level of Service Standards.

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

**Staff Finding:** The subject parcel is adjacent to one of the few cemeteries in Flagler County. As a growing City/County, there continues to be an increasing demand for services provided by businesses such as Craig Flagler Palms. This continuing increase in demand makes the proposed rezoning and proposed expansion of the cemetery appropriate.

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

**Staff Finding:** The proposed zoning designation of General Commercial (COM-2) is compatible with the surrounding uses and zoning districts. Additionally, the proposed Preservation designation along the eastern boundary of the subject property provides additional buffer between the development and the conservation areas to the east. This proposed change does not threaten the general health, welfare or safety of the surrounding residents. The proposed zoning will provide opportunity to provide a service for a growing population in Flagler County.

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

**Staff Finding:** Yes, the rezoning accomplishes a legitimate public purpose. As stated under the previous criteria, the rezoning of the subject parcel to General Commercial (COM-2) and Preservation (PRS) provides an opportunity to expand the services available for a growing population in Flagler County.

## **PUBLIC PARTICIPATION**

Unified Land Development Code Chapter 2, Part II, Section 2.05.02 requires a neighborhood meeting and notification of property owners within 300 feet of any proposed parcel of the neighborhood meeting.

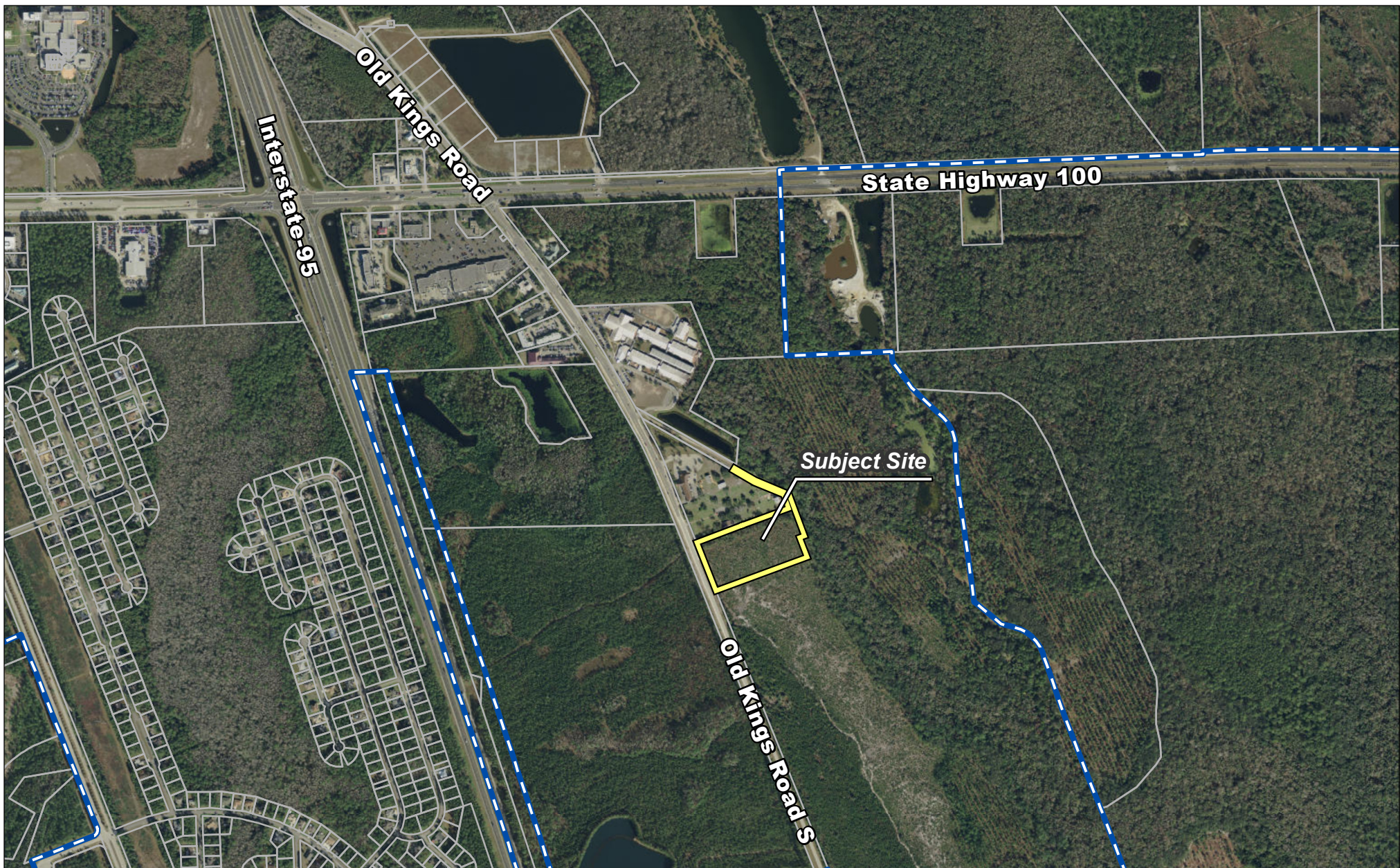
The requirement for a neighborhood meeting was waived by the Land Use Administrator as permitted by the Land Development Code. As provided by the applicant in a justification letter, with the exception of the Flagler County School District, all the land owners within 300' were either the seller or buyer of the subject property. The applicant did contact the School District to present the application and answer any question(s).

## **RECOMMENDATION**

Planning Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that the City Council approve Application # 3518 to rezone 7.1+/- acres from Flagler County designation Agriculture (AC) to General Commercial (COM-2) and Preservation (PRS).

.





## Location Map (Zoomed-Out)



Subject Site

Feet 0 600 1,200

Dataframe Rotation: 0° off True North



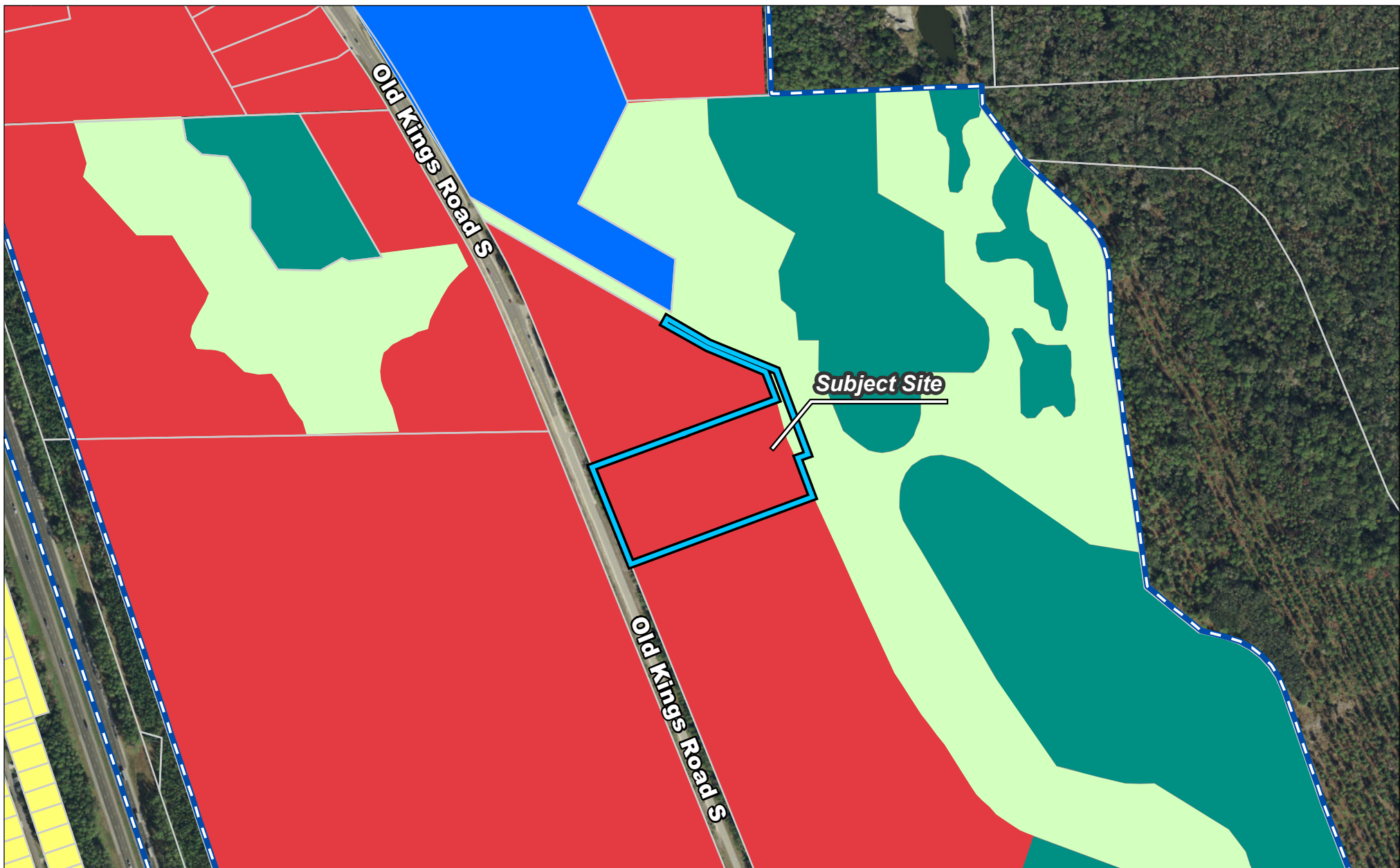
Creation Date:  
3/22/2019









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

- |  |              |   |               |
|--|--------------|---|---------------|
|  | Subject Site |  | Institutional |
|  | Conservation |  | Mixed Use     |
|  | Greenbelt    |  | Residential   |

Feet 0 400 800

Dataframe Rotation: 0° off True North

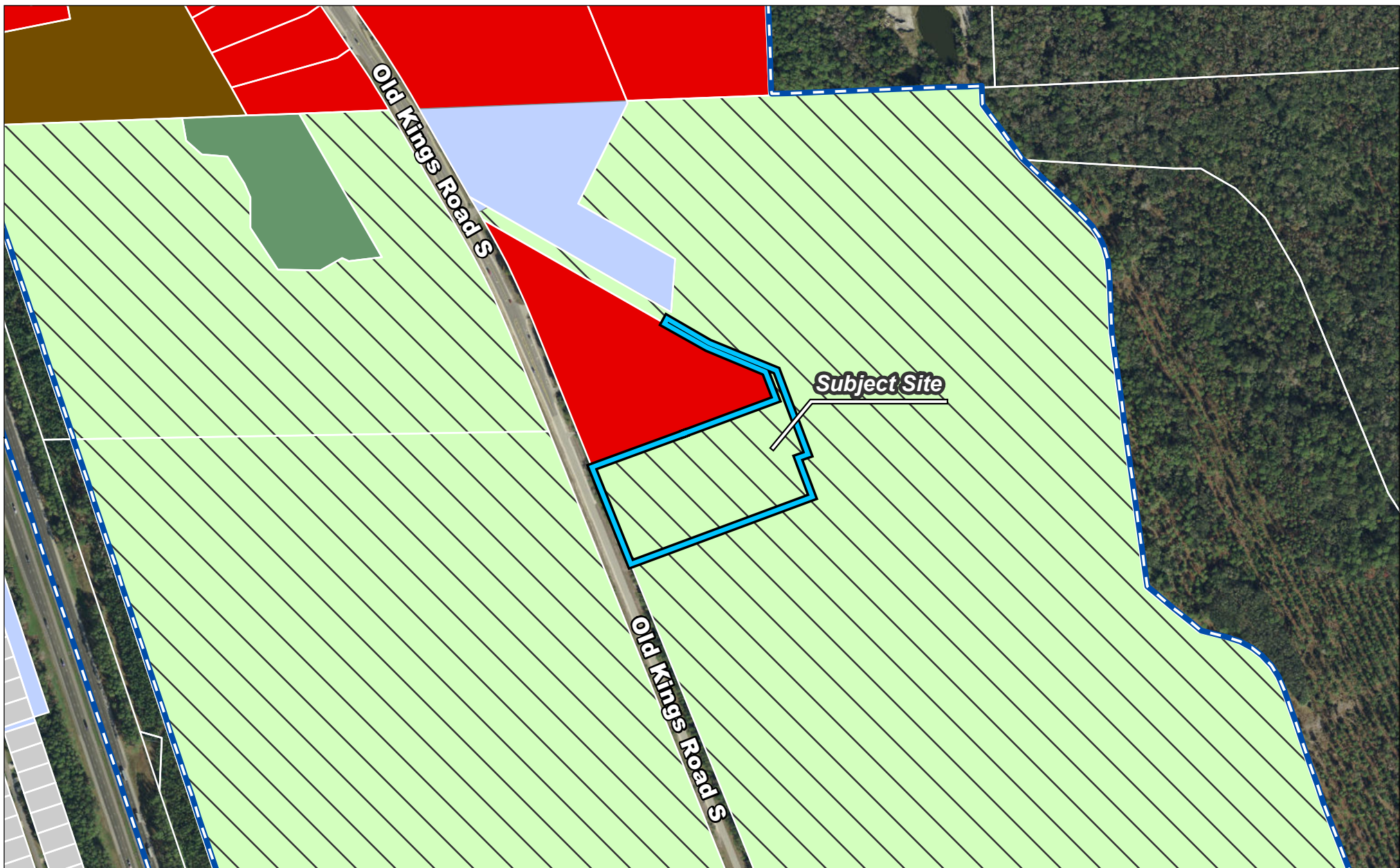


**Creation Date:**  
3/22/2019



**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.



## Existing Zoning Map



Subject Site



AC: Annexed Area, Flagler  
County Zoning adopted



COM-2



MFR-2



P & G



PSP



DPX

Feet 0 400 800

Dataframe Rotation: 0° off True North



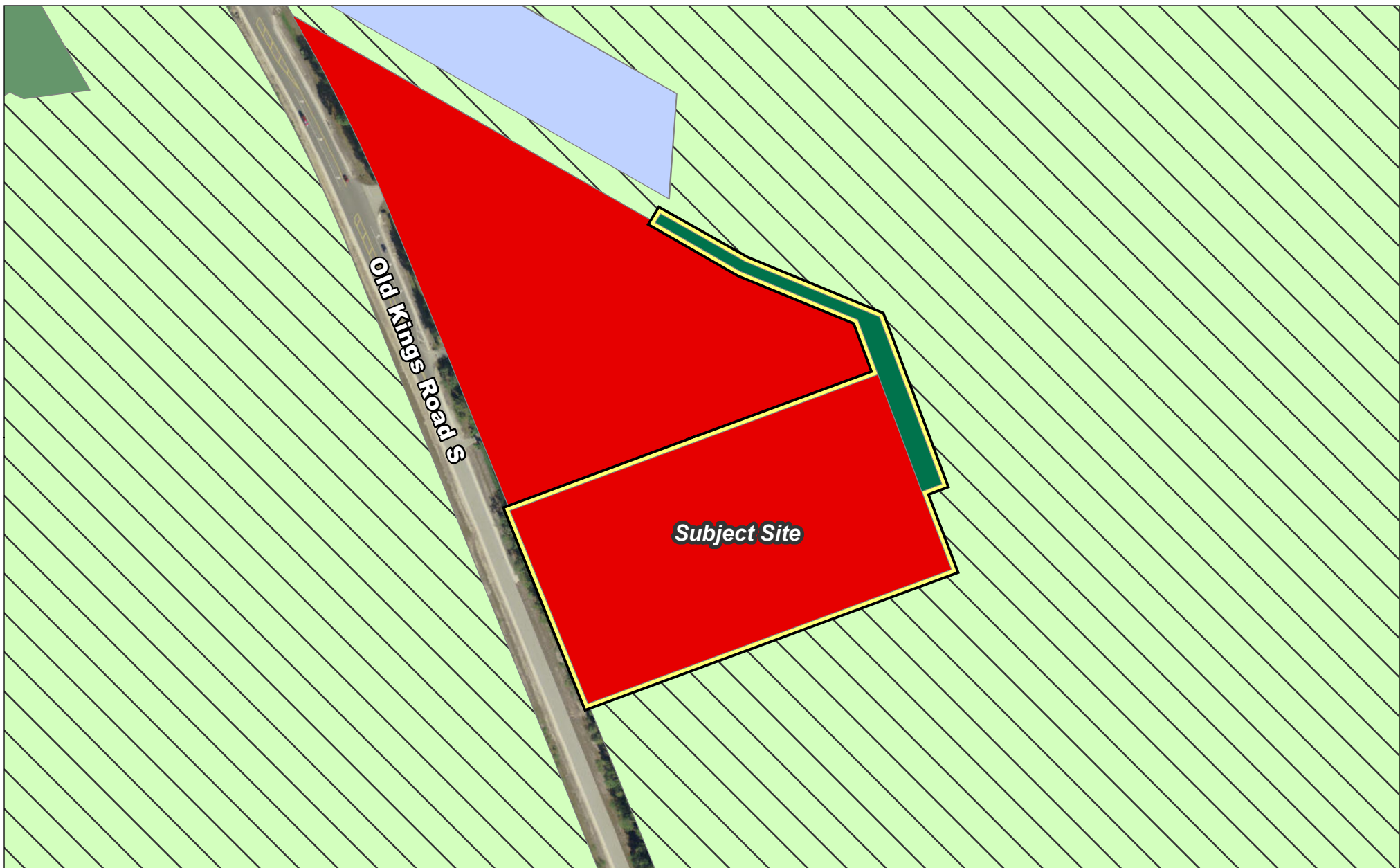
Creation Date:  
3/22/2019



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.





## Proposed Zoning Map



Subject Site



PRS [Proposed]



COM-2 [Proposed]



AC: Annexed Area, Flagler  
County Zoning adopted



COM-2



P & G



PSP

Feet 0 200 400

Dataframe Rotation: 0° off True North



Creation Date:  
3/25/2019



Map Provided By:  
GIS Division

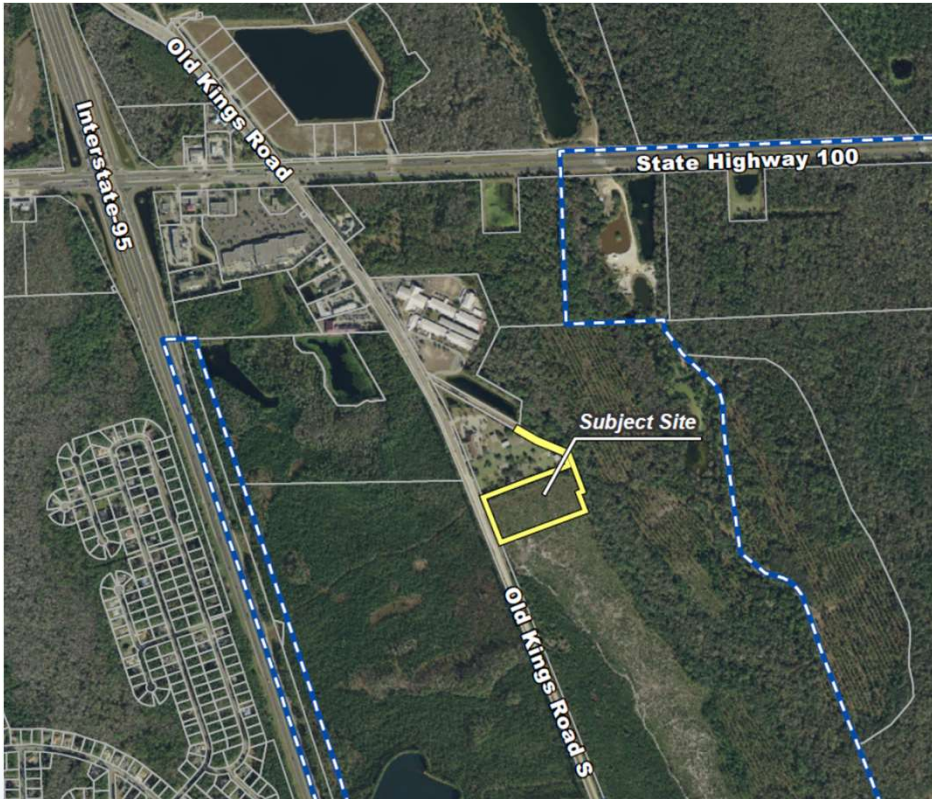
The City of Palm Coast prepares and uses this map/map data for its own purposes. This map/map data displays general boundaries and may not be appropriate for site specific uses. The City uses data believed to be accurate; however, a degree of error is inherent in all maps. This map/map data is distributed 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.



# **Craig Flagler Palms Zoning Map Amendment (Rezoning)**

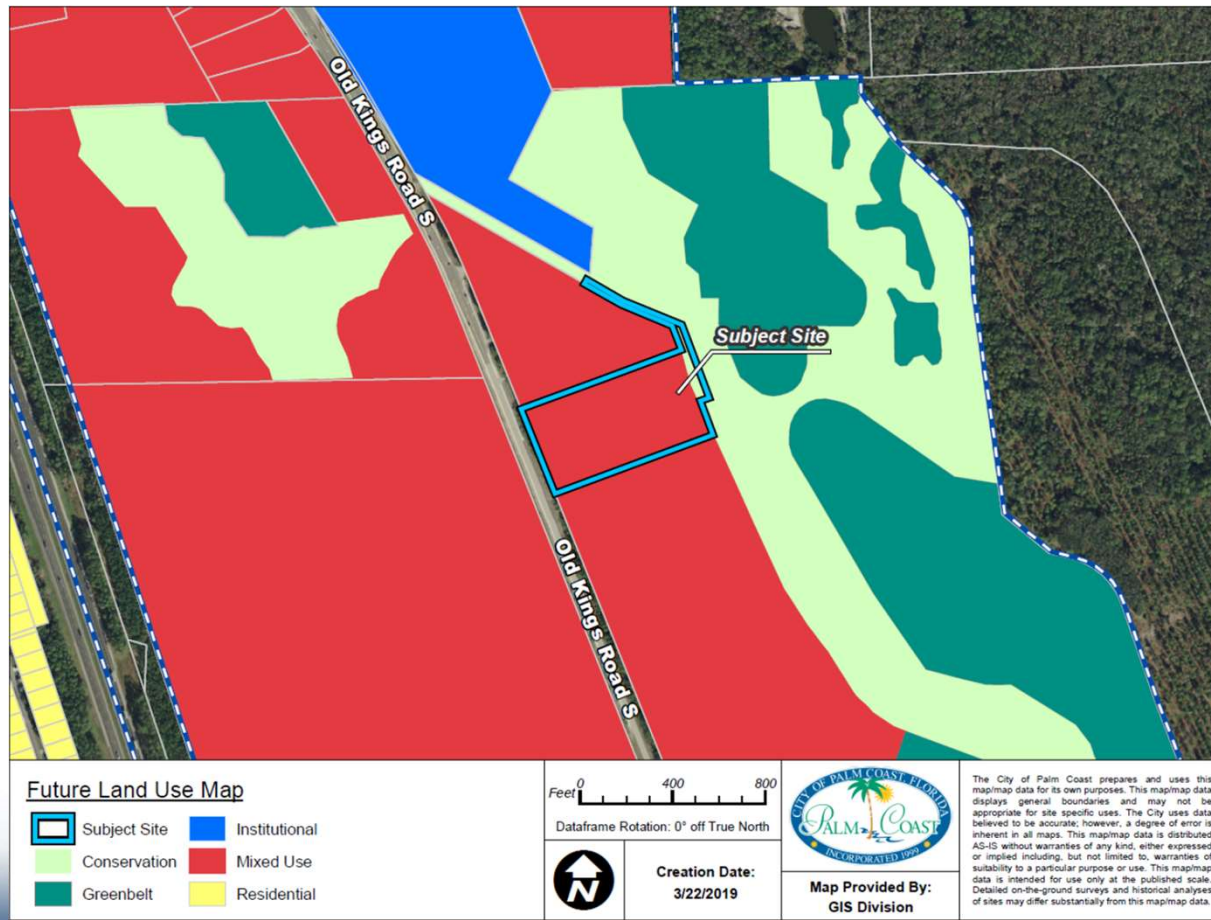
*Find Your Florida*

# Craig Flagler Palms Expansion Rezoning– BACKGROUND



- 7.1+/- Acres
- Adjacent to Craig Flagler Palms
- Zoning Map Amendment

# Craig Flagler Palms Expansion Rezoning– BACKGROUND



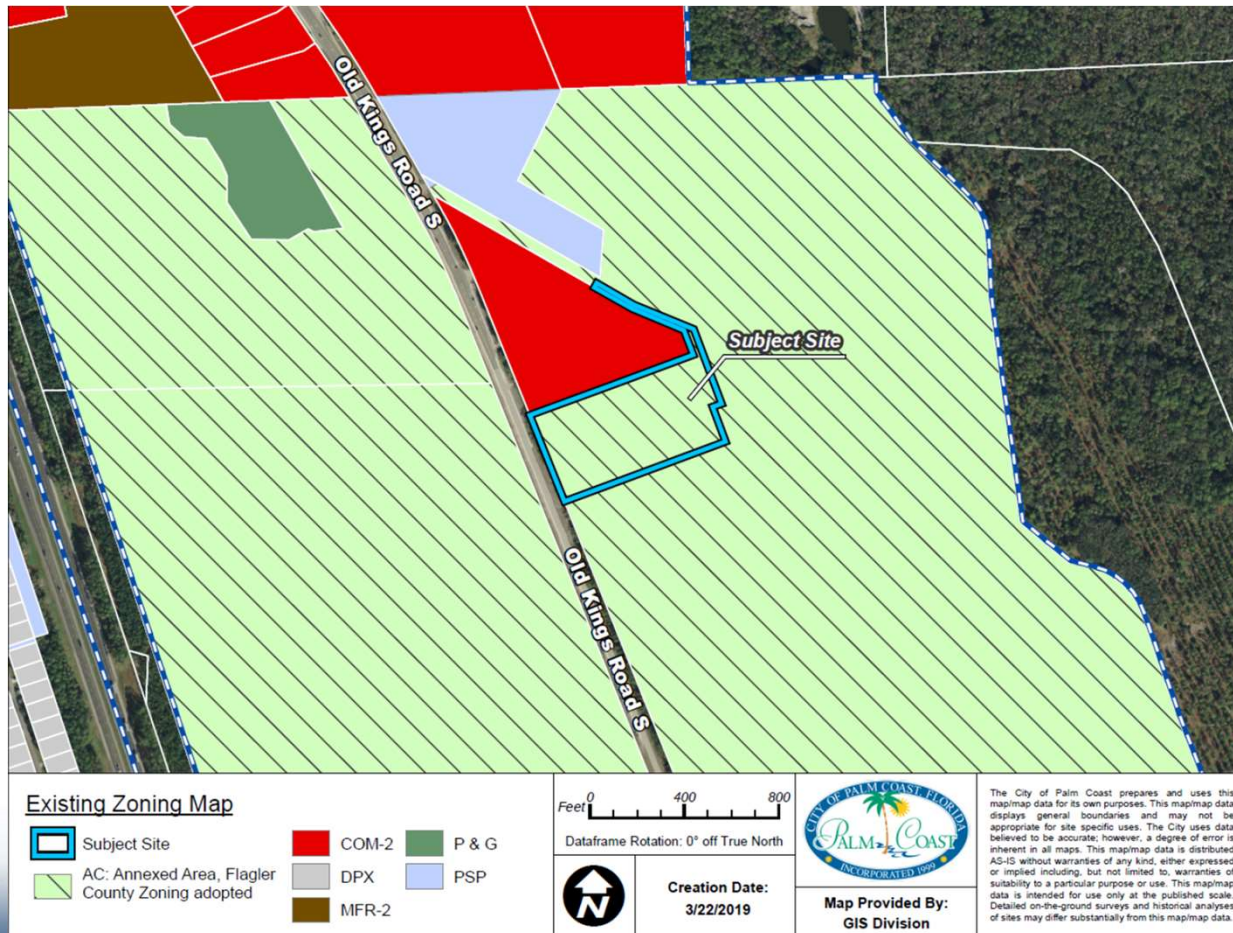
## Future Land Use Map Designation

- Mixed Use - 6.6+/- acres
- Conservation - .5+/- acres





# Craig Flagler Palms Expansion Rezoning– BACKGROUND

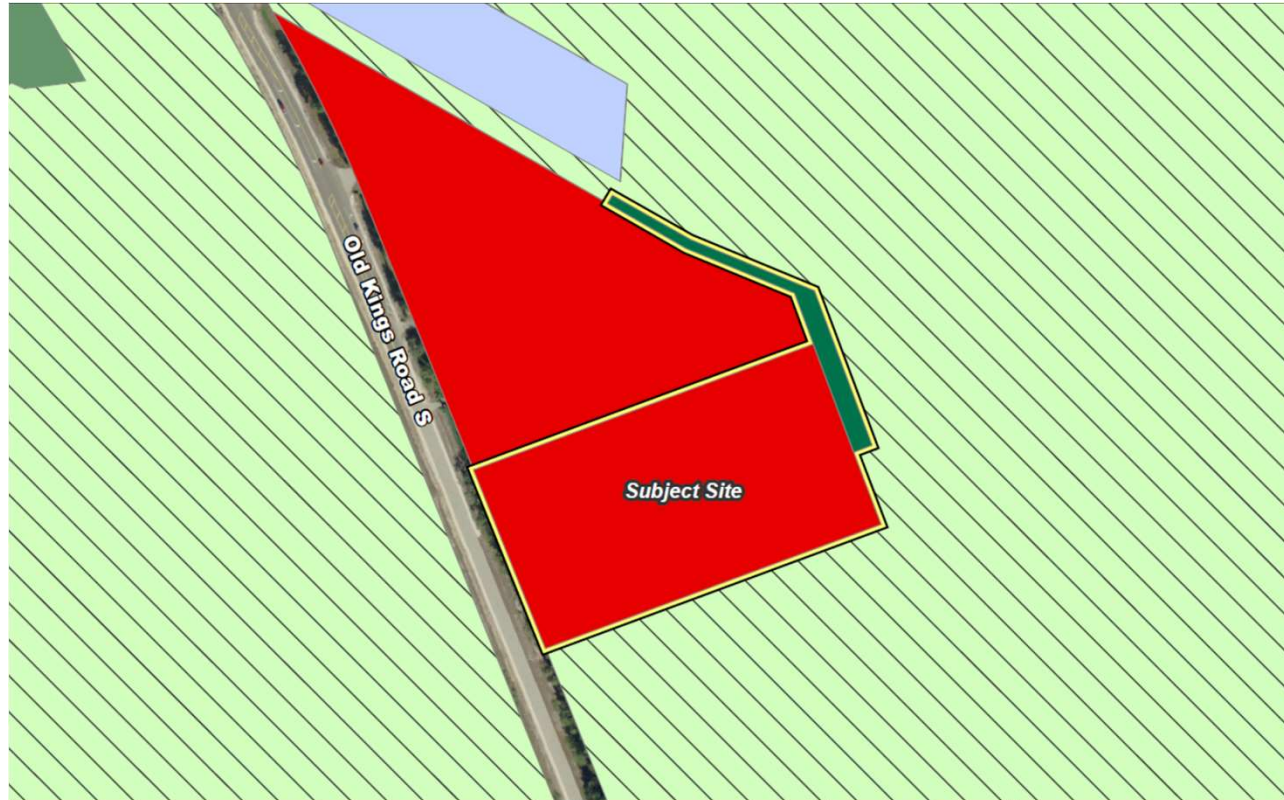


## Existing Zoning Designation

- Agriculture - Flagler County Zoning District



# Craig Flagler Palms Expansion Rezoning– BACKGROUND



## Proposed Zoning Designation

- General Commercial (COM-2)
- Preservation (PRS)

### Proposed Zoning Map

- Subject Site
- PRS [Proposed]
- COM-2 [Proposed]

AC: Annexed Area, Flagler County Zoning adopted

- COM-2
- P & G
- PSP

Feet 0 200 400  
Dataframe Rotation: 0° off True North



Creation Date:  
3/25/2019



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.



# Craig Flagler Palms Expansion Rezoning

## Consistency with Comprehensive Plan Policies

- The subject parcel is contiguous to the developing areas of the City and does not promote urban sprawl
- Availability of Infrastructure
- Location of commercial/non-residential development
- Proposed zonings are consistent with FLUM designation of parcel





# Craig Flagler Palms Expansion Rezoning

## **FINDINGS - Zoning Criteria**

- Consistent with Comprehensive Plan
- No significant impact on existing public facilities,
- Availability of infrastructure adjacent to site (water and sewer)
- Does not create a hazard – Compatible with surrounding land uses
- Location along major arterial is appropriate for expansion of commercial/service uses
- COM-2 zoning will expand opportunity to provide services to residents (expansion of operations for adjacent use)





# Craig Flagler Palms Expansion Rezoning

Staff and the PLDRB recommend Approval of the rezoning  
(App #3518)



# Craig Flagler Palms Expansion Rezoning– Next Steps

Future Applications - Site Plan/Plat Approval





Questions?

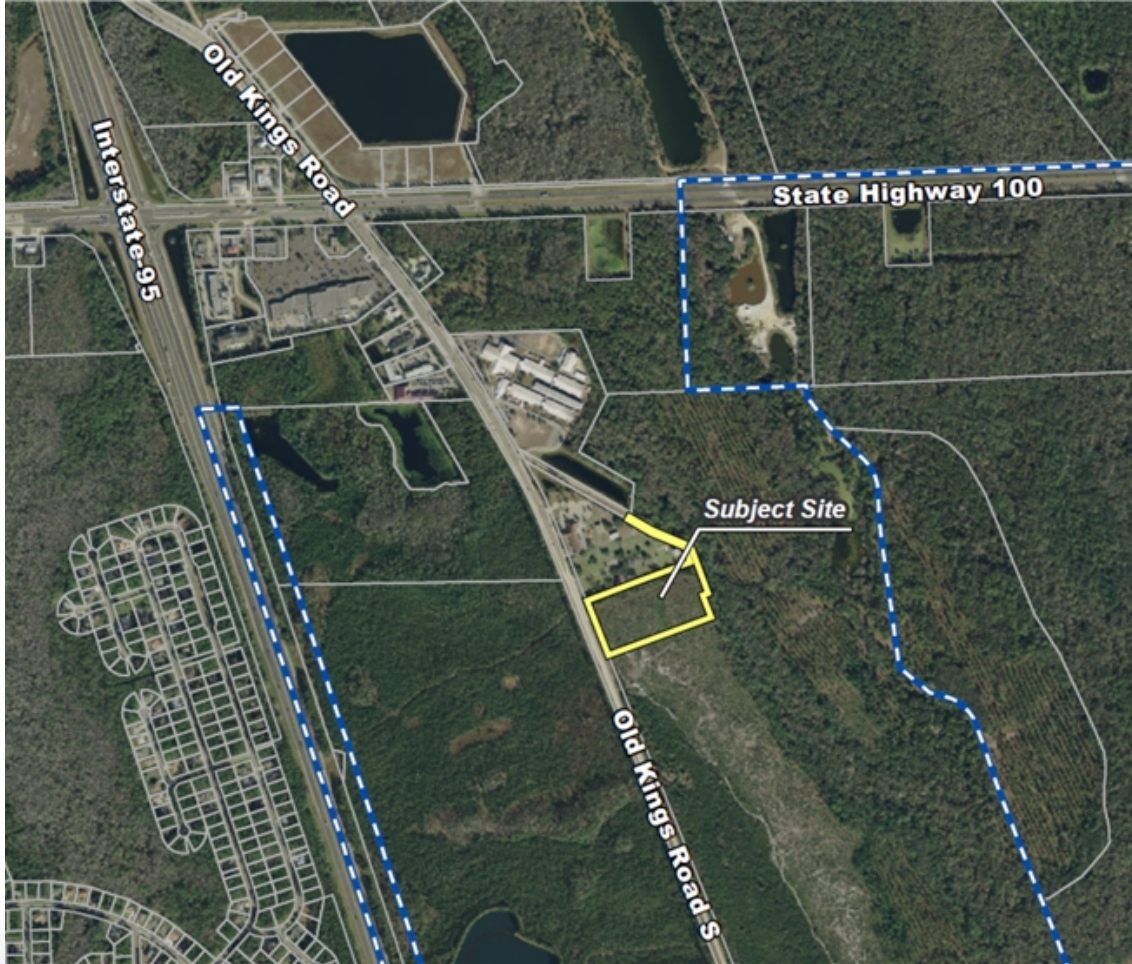
*Find Your Florida*



# **Craig Flagler Palms Zoning Map Amendment (Rezoning)**

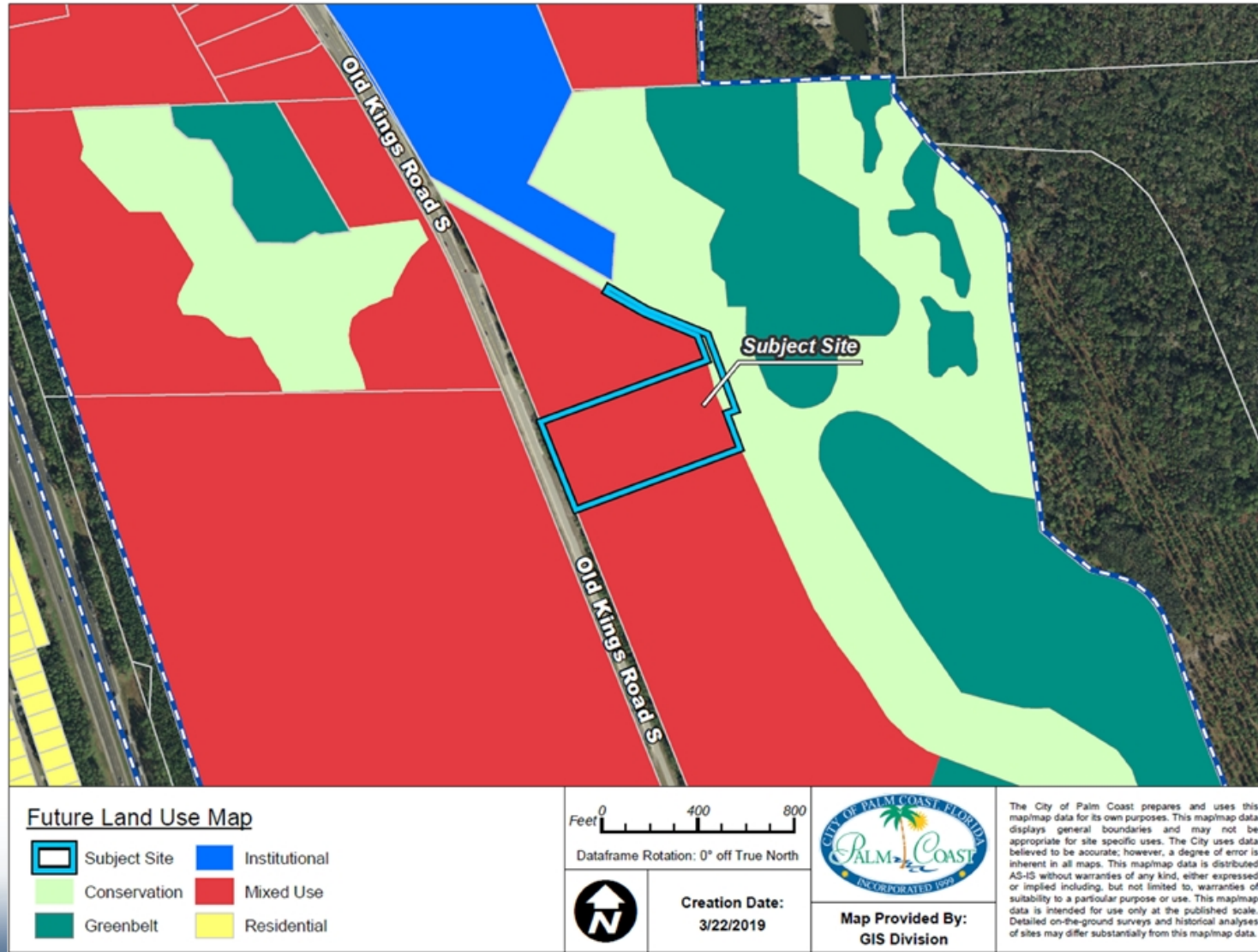


# Craig Flagler Palms Expansion Rezoning– BACKGROUND



- 7.1+/- Acres
- Adjacent to Craig Flagler Palms
- Zoning Map Amendment

# Craig Flagler Palms Expansion Rezoning– BACKGROUND

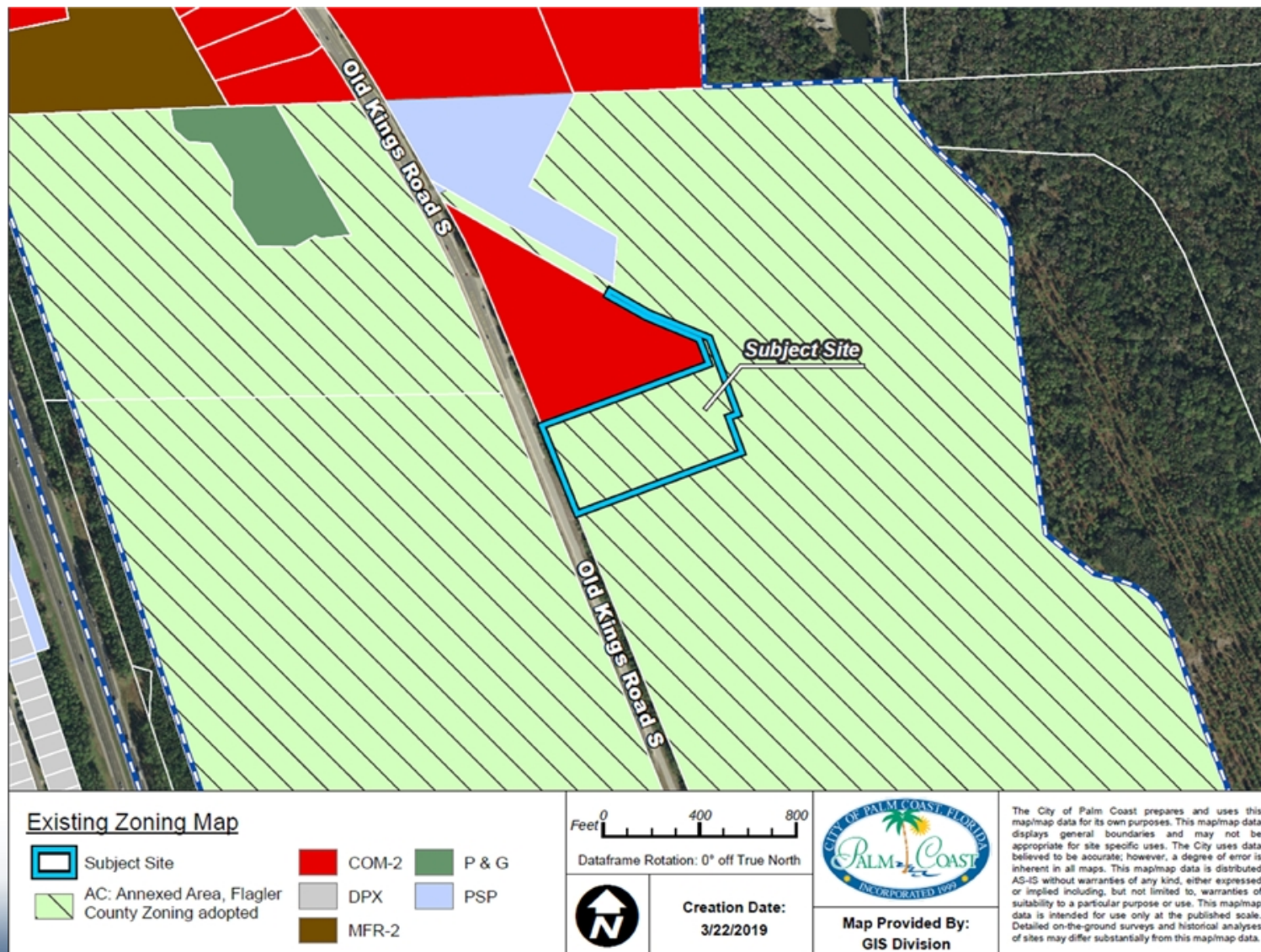


## Future Land Use Map Designation

- Mixed Use - 6.6+/- acres
- Conservation - .5+/- acres



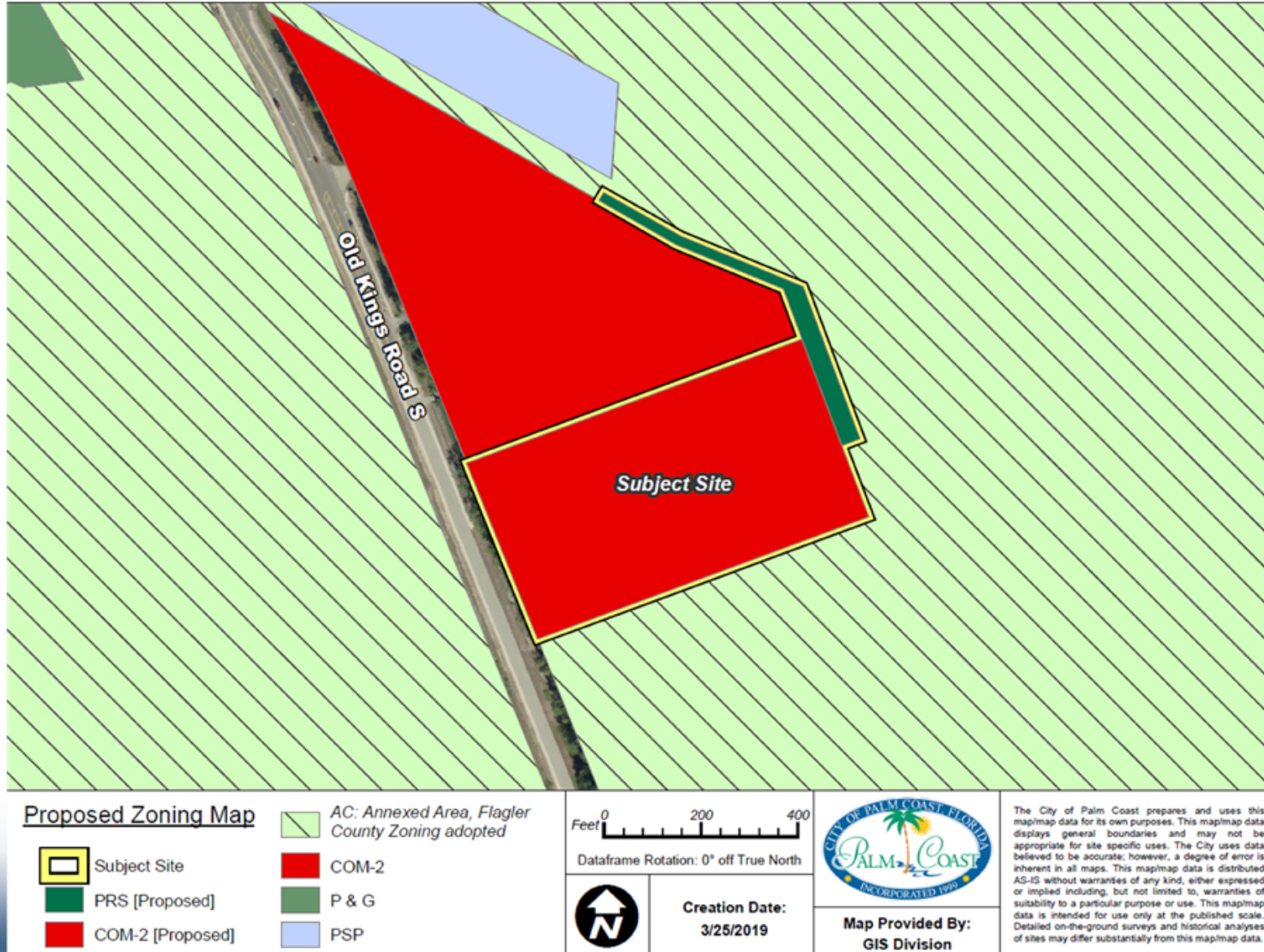
# Craig Flagler Palms Expansion Rezoning— BACKGROUND



## Existing Zoning Designation

- Agriculture - Flagler County Zoning District

# Craig Flagler Palms Expansion Rezoning– BACKGROUND



## Proposed Zoning Designation

- General Commercial (COM-2)
- Preservation (PRS)



# Craig Flagler Palms Expansion Rezoning

## Consistency with Comprehensive Plan Policies

- The subject parcel is contiguous to the developing areas of the City and does not promote urban sprawl
- Availability of Infrastructure
- Location of commercial/non-residential development
- Proposed zonings are consistent with FLUM designation of parcel

# Craig Flagler Palms Expansion Rezoning

## FINDINGS - Zoning Criteria

- Consistent with Comprehensive Plan
- No significant impact on existing public facilities,
- Availability of infrastructure adjacent to site (water and sewer)
- Does not create a hazard – Compatible with surrounding land uses
- Location along major arterial is appropriate for expansion of commercial/service uses
- COM-2 zoning will expand opportunity to provide services to residents (expansion of operations for adjacent use)

# Craig Flagler Palms Expansion Rezoning

Staff and the PLDRB recommend Approval of the rezoning  
(App #3518)

# Craig Flagler Palms Expansion Rezoning– Next Steps

Future Applications - Site Plan/Plat Approval



# Questions?

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 05/21/2019

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	6324	<b>Account</b>
<b>Subject</b>	ORDINANCE 2019-XX VOLUNTARY ANNEXATION OF 90.7+/- ACRES SOUTH OF STATE ROAD 100, EAST OF BELLE TERRE BLVD. AND WEST OF SEMINOLE WOODS BLVD. FOR PROPERTY OWNED BY JTL GRAND LANDINGS DEVELOPMENT, LLC	
<b>Background:</b> <b><u>UPDATE FROM THE MAY 7, 2019 BUSINESS MEETING</u></b> This item was heard and approved (5-0) on first reading by City Council at their May 7, 2019 Business Meeting. There were no changes suggested to this item and there has been no additional public comments received to date regarding this item.  <b><u>UPDATED BACKGROUND FROM THE APRIL 30, 2019 WORKSHOP</u></b> This item was heard at the April 30, 2019 Workshop. There were no changes suggested to this item.  <b><u>ORIGINAL BACKGROUND TO THE APRIL 30, 2019 WORKSHOP</u></b> JTL Grand Landings Development, LLC, has requested annexation of 90.7 +/- acres of vacant properties generally located south of State Road 100 and east of Belle Terre Blvd. and west of Seminole Woods Blvd.  The annexation of the JTL Grand Landings Development, LLC, properties 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"><li>• The property's boundaries are contiguous to the City's boundary.</li><li>• The property is reasonably compact, is not part of another incorporated municipality and will be used for urban purposes.</li><li>• The proposed annexation will not create an enclave.</li></ul>		
<b>Recommended Action:</b> Adopt Ordinance 2019-XX approving a voluntary annexation of 90.7+/- acres south of State Road 100, east of Belle Terre Blvd. and west of Seminole Woods Blvd. for property owned by JTL Grand Landings Development, LLC		

**ORDINANCE 2019-\_\_\_\_\_**  
**ANNEXATION - GRAND LANDINGS**

**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 PROPERTIES OWNED BY JTL GRAND LANDINGS LLC, LOCATED GENERALLY SOUTH OF STATE ROAD 100 BETWEEN BELLE TERRE BLVD. AND SEMINOLE WOODS BLVD., APPROXIMATELY 90.7 ACRES, 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**, 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 owner has signed a Petition for Annexation either directly or through their agents; and

**WHEREAS**, it has been determined that the properties 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 properties will not result in the creation of any enclaves, and it is further determined that the properties 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 legal description and map included in this Ordinance as Exhibits “A” & “B” shows, describes and depicts the properties which are hereby annexed into the City of Palm Coast.

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

---

MILISSA HOLLAND, MAYOR

**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 Exhibits “A” & “B” 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 7 day of May 2019, at a public hearing.

**ADOPTED** on second reading after due public notice and hearing this 21st day of May 2019.



---

ATTEST:

---

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

---

William Reischmann Jr. Esq.  
City Attorney

**Exhibit A**  
**ANNEXATION AREA - METES AND BOUNDS DESCRIPTION**

Parcel ID: 20-12-31-0650-000A0-0012

Part of Section 20, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

**POINT OF BEGINNING** at the Southeast corner of Lot 1, Block 23, Laguna Forest, Section 64, as recorded in Map Book 18, Page 38, Public Records of Flagler County, Florida, thence North 36°30'37" West along the East line of said Block 23 a distance of 1157.80 feet to a point on the West Line of Section 20, aforesaid; thence North 01°30'02" West departing said block line and along said West section line a distance of 97.86 feet to a point on the South line of the Iroquois Waterway, as recorded in Map Book 549, Page 966, Public Records of Flagler County, Florida; thence North 89°02'13" East along said South line a distance of 1887.28 feet to a point on the West line of those lands recorded in Official Records Book 0553, Page 0159, Public Records of Flagler County, Florida; thence South 02°34'31" East along said West line a distance of 1263.12 feet; thence departing said West line South 89°44'16" West a distance of 1099.33 feet to a point on the East line of Block 4, Laguna Forest, aforesaid; thence North 36°30'37" West along said block line a distance of 257.23 feet to the **POINT OF BEGINNING**.

Said parcel containing 43.89 acres more or less and / or 1,911,850 square fee.

**Together With**

Parcel ID: 29-12-31-0000-01010-0020 (a portion of)

Part of Section 29, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

Commence at the Northwest corner of those lands described in Official Records Book 1723, Page 0845, Public Records of Flagler County, Florida, thence South 18°31' 43" West along the West line of said lands a distance of 560.69 feet to the **POINT OF BEGINNING**; thence continue along said West line South 18°31'43" West a distance of 641.73 feet to a point on the East line of lands described in Official Records Book 1375, Page 1329, Public Records of Flagler County, Florida; thence North 24°13'06" West along the East line of said lands a distance of 550.40 feet; thence departing said East line North 76°04'49" East a distance of 442.71 feet to the **POINT OF BEGINNING**.

Said parcel containing 2.75 acres more or less and / or 119,872 square feet.

**Together With**

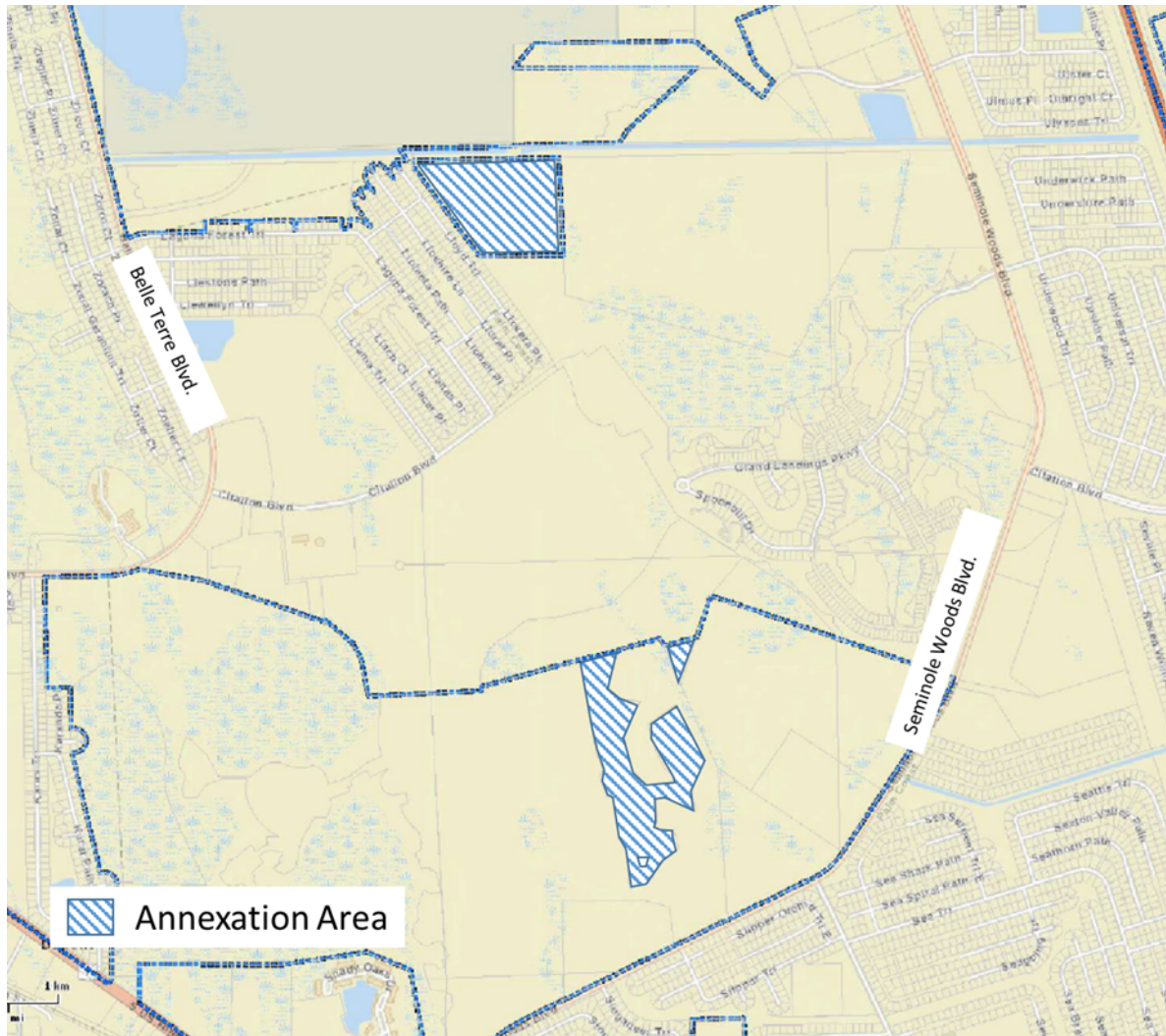
Parcel ID: 29-12-31-0000-01010-0020 (a portion of) & 29-12-31-0000-01010-0023 (a portion of)

PART OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1723, PAGE 845, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE S18°31'43"W ALONG THE WEST LINE OF SAID LANDS A DISTANCE OF 1202.42 FEET TO A POINT ON THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1375, PAGE 1329, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N24°13'06"W ALONG THE EAST LINE OF SAID LANDS A DISTANCE OF 648.60 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE S75°07'44"W ALONG THE NORTH LINE OF SAID LANDS A DISTANCE OF 547.25 FEET TO THE POINT OF BEGINNING; THENCE S75°28'44"W A DISTANCE OF 492.31 FEET; THENCE ALONG THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1375, PAGE 1329, AFORESAID THE FOLLOWING COURSES AND DISTANCES, S08°33'17"E A DISTANCE OF 1204.63 FEET; THENCE S21°31'33"E A DISTANCE OF 231.71 FEET; THENCE S19°36'50"W A DISTANCE OF 119.80 FEET; THENCE S23°03'10"E A DISTANCE OF 266.90 FEET; THENCE N61°27'01"E A DISTANCE OF 72.25 FEET; THENCE S21°31'33"E A DISTANCE OF 25.00 FEET; THENCE S24°44'50"E A DISTANCE OF 109.86 FEET; THENCE S02°50'42"E A DISTANCE OF 443.43 FEET; THENCE S38°46'38"E A DISTANCE OF 155.36 FEET; THENCE S05°31'05"E A DISTANCE OF 521.33 FEET; THENCE N73°59'21"E A DISTANCE OF 259.08 FEET; THENCE N30°18'30"E A DISTANCE OF 338.21 FEET; THENCE N56°02'13"E A DISTANCE OF 256.60 FEET; THENCE N17°18'02"W A DISTANCE OF 245.64 FEET; THENCE N87°58'47"W A DISTANCE OF 188.15 FEET; THENCE N43°23'44"W A DISTANCE OF 70.31 FEET; THENCE N15°25'25"E A DISTANCE OF 131.43 FEET; THENCE N08°57'10"W A DISTANCE OF 221.74 FEET; THENCE N87°20'40"E A DISTANCE OF 215.08 FEET; THENCE S61°08'13"E A DISTANCE OF 365.39 FEET; THENCE N12°27'20"W A DISTANCE OF 282.17 FEET; THENCE N22°28'43"E A DISTANCE OF 424.41 FEET; THENCE N28°35'48"W A DISTANCE OF 795.82 FEET; THENCE S54°59'59"W A DISTANCE OF 426.05 FEET; THENCE S17°21'11"E A DISTANCE OF 363.39 FEET; THENCE S27°42'03"E A DISTANCE OF 252.43 FEET; THENCE S43°50'42"E A DISTANCE OF 194.13 FEET; THENCE S03°24'22"W A DISTANCE OF 68.13 FEET; THENCE S89°33'00"W A DISTANCE OF 376.08 FEET; THENCE N40°54'31"W A DISTANCE OF 373.09 FEET; THENCE N07°01'37"W A DISTANCE OF 373.59 FEET; THENCE N27°35'02"E A DISTANCE OF 477.92 FEET; THENCE N83°09'02"W A DISTANCE OF 296.11 FEET; THENCE N39°33'00"W A DISTANCE OF 205.29 FEET; THENCE N16°56'05"E A DISTANCE OF 492.36 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE WELL SITE AREA DESCRIBED IN OFFICIAL RECORDS BOOK 601, PAGE 1977, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

SAID PARCEL CONTAINING 44.06 ACRES MORE OR LESS AND / OR 1,919,247 SQUARE FEET.

**EXHIBIT “B”**  
**DEPICTION OF ANNEXATION AREA**





Seminole Woods Blvd.



# City of Palm Coast, Florida

## Agenda Item

Agenda Date : 05/21/2019

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	6606	<b>Account</b>
<b>Subject</b>	ORDINANCE 2019-XX FUTURE LAND USE MAP AMENDMENT FOR 119+/- ACRE PARCEL FROM RESIDENTIAL LOW DENSITY/RURAL ESTATE (COUNTY DESIGNATION) TO RESIDENTIAL (CITY DESIGNATION) AND AMENDING A FOOTNOTE ON THE FLUM-GRAND LANDINGS	
<b>Background:</b>	<p>The proposed comprehensive plan amendment is for a 119+/- acre area located adjacent to the Grand Landings Master Planned Development (MPD). The proposed comprehensive plan amendment will include amending the designation of 119+/- acres from Residential Low-Density/Rural Estate (Flagler County Designation) to City of Palm Coast designation of Residential. The amendment will include amending a footnote on the FLUM to limit the number of residential units in Grand Landings to 1,150 dwelling units. This brings the total area of the Grand Landings MPD to 893+/- acres.</p> <p>In addition to the FLUM amendment, there is a companion application to change the zoning of the 119+/- from its Flagler County designations to City of Palm Coast designation of Master Planned Development (MPD). Please note, the applicant has requested continuance of the companion MPD application.</p> <p>The proposed amendment was reviewed for the following:</p> <p>An analysis of the proposed amendment's impacts on public facilities and infrastructure indicates that additional units may be accommodated by the existing capacity. Furthermore, the impacts will be reviewed in greater detail during the platting process.</p> <p>Additionally, the proposed amendment will not cause more impact on the environmental conditions on the subject property since the development area will not be expanded compared to the existing land use designation.</p> <p>Finally, the proposed amendment was reviewed for consistency with goals, objectives, and policies of the City's Comprehensive Plan and is found to be consistent with the following goals, objectives, and policies:</p> <ul style="list-style-type: none"><li>• Directing development where existing infrastructure is available,</li><li>• Providing opportunities to diversify the housing stock in the City, and</li><li>• Designating urban densities (1 d.u./acre) only in areas that have sufficient capacity for central sewer and water services.</li></ul> <p><b>Neighborhood Meeting</b></p> <p>Consistent with the requirements of the LDC, a neighborhood meeting was held on May 6, 2019. Approximately 44 residents attended the meeting mainly to discuss concerns between the applicant and the Grand Landings Homeowner's Association. Per previous City Council direction, City staff attended the neighborhood meeting as well.</p>	

Planning and Land Development Regulation Board Meeting:

On May 15, 2019, the Planning and Land Development Regulation Board (PLDRB) held a public hearing to make a recommendation on the proposed amendment. Approximately 85 persons, mainly from the Grand Landings neighborhood attended the meeting. Comments were provided regarding the need to control construction traffic and access into the neighborhood, the condition of the roadway network within Grand Landings, and other concerns regarding Homeowner's Association rights and responsibilities. After discussion the PLDRB recommended approval of the proposed FLUM amendment.

**Recommended Action :**

Planning Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that the City Council approve the proposed amendment, Application # 3952.



**ORDINANCE 2019-\_\_\_\_\_**  
**GRAND LANDINGS COMPREHENSIVE PLAN AMENDMENT**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE CITY OF PALM COAST 2035 COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED, PURSUANT TO SECTION 163.3187, FLORIDA STATUTES; AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION FOR 119+/- ACRES OF CERTAIN REAL PROPERTY FROM RESIDENTIAL: LOW DENSITY RURAL ESTATE (FLAGLER COUNTY FUTURE LAND USE DESIGNATION) TO RESIDENTIAL (CITY OF PALM COAST FUTURE LAND USE DESIGNATION) AS DESCRIBED IN MORE DETAIL IN THE LEGAL DESCRIPTION WHICH IS AN EXHIBIT TO THIS ORDINANCE SUBJECT PROPERTY BETTER KNOWN AS “GRAND LANDINGS”; AMENDING A NOTE ON THE FUTURE LAND USE MAP TO LIMIT THE LANDS DESIGNATED AS RESIDENTIAL IN THE GRAND LANDINGS MASTER PLANNED DEVELOPMENT (MPD) TO 1150 RESIDENTIAL UNITS; PROVIDING FOR CONFLICTS, RATIFICATION OF PRIOR ACTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE**

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

**WHEREAS**, Section 163.3161 et seq., Florida Statutes established the Community Planning Act; and

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

**WHEREAS**, the City of Palm Coast City Council approved Ordinance 2014-10 on May 6, 2014, designating 774+/- acre area better known as Grand Landings as Residential and Mixed Use and limiting development to 749 dwelling units and 150,000 sq. ft. of non-residential development; and

**WHEREAS**, the City of Palm Coast City Council approved Ordinance 2019-XX on May 21, 2019, annexing 119+/- acres of property owned by JTL Grand Landings Development, LLC, the principal developer of the Grand Landings Master Planned Development (MPD) community; and

**WHEREAS**, the proposed future land use map amendment will amend the designation of 119+/- acres, add the subject property to previously approved development known as Grand Landings Master Planned Development (MPD), and include an amendment to the notes on the Future Land Use Map to limit residential development within the area designated as “Residential” in the Grand Landings MPD to 1,150 units; and

**WHEREAS**, the City of Palm Coast is desirous of amending the future land use designation of property located within the City from Residential: Low Density Rural Estate (Flagler County Future Land Use Designation) to Residential (City of Palm Coast Future Land Use Designation); and

**WHEREAS**, the City of Palm Coast Planning and Land Development Regulation Board (PLDRB) acting as the City’s Local Planning Agency, considered the proposed map amendments at a public hearing on May 15, 2019 and voted to recommend approval of the proposed Comprehensive Plan Amendments; and

**WHEREAS**, on \_\_\_\_\_, 2019 and \_\_\_\_\_, 2019 the City of Palm Coast City Council held public hearings on this Comprehensive Plan amendment after due public notice and upon thorough and complete consideration and deliberation, adopted the proposed Comprehensive Plan amendments; and

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

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

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

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

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

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

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

The 119+/- acre subject area now part of GRAND LANDINGS MPD generally located south of SR 100, west of Seminole Woods Parkway and east of Belle Terre Parkway, as sketched and legally described in Exhibit "A", attached hereto, is hereby amended from the Flagler County Future Land Use Map designation of Residential: Low Density Rural Estate to City of Palm Coast Future Land Use Map designation of Residential including amending a note on the FLUM limiting the lands designated as "Residential" within the Grand Landings MPD to 1150 residential units, as shown in Exhibit "B".

## **SECTION 3. CONFLICTS.**

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

## **SECTION 4. CODIFICATION.**

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

## **SECTION 5. SEVERABILITY.**

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

## **SECTION 6. EFFECTIVE DATE.**

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

**APPROVED** on first reading after due public notice and hearing the 21<sup>st</sup> day of May 2019.

**ADOPTED** on second reading after due public notice and hearing the \_\_\_\_ day of \_\_\_\_\_, 2019.

*ATTEST:*

**CITY OF PALM COAST, FLORIDA**

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

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

Attachment:

Exhibit “A” – Legal Description

Exhibit “B” – Future Land Use Map Amended

## EXHIBIT "A" – SKETCH AND LEGAL DESCRIPTION

Parcel ID: 20-12-31-0650-000A0-0012

Part of Section 20, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

**POINT OF BEGINNING** at the Southeast corner of Lot 1, Block 23, Laguna Forest, Section 64, as recorded in Map Book 18, Page 38, Public Records of Flagler County, Florida, thence North 36°30'37" West along the East line of said Block 23 a distance of 1157.80 feet to a point on the West Line of Section 20, aforesaid; thence North 01°30'02" West departing said block line and along said West section line a distance of 97.86 feet to a point on the South line of the Iroquois Waterway, as recorded in Map Book 549, Page 966, Public Records of Flagler County, Florida; thence North 89°02'13" East along said South line a distance of 1887.28 feet to a point on the West line of those lands recorded in Official Records Book 0553, Page 0159, Public Records of Flagler County, Florida; thence South 02°34'31" East along said West line a distance of 1263.12 feet; thence departing said West line South 89°44'16" West a distance of 1099.33 feet to a point on the East line of Block 4, Laguna Forest, aforesaid; thence North 36°30'37" West along said block line a distance of 257.23 feet to the **POINT OF BEGINNING**.

Said parcel containing 43.89 acres more or less and / or 1,911,850 square feet.

### **Together With**

**Parcel ID: 29-12-31-0000-01010-0020 (a portion of)**

Part of Section 29, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

Commence at the Northwest corner of those lands described in Official Records Book 1723, Page 0845, Public Records of Flagler County, Florida, thence South 18°31' 43" West along the West line of said lands a distance of 560.69 feet to the **POINT OF BEGINNING**; thence continue along said West line South 18°31'43" West a distance of 641.73 feet to a point on the East line of lands described in Official Records Book 1375, Page 1329, Public Records of Flagler County, Florida; thence North 24°13'06" West along the East line of said lands a distance of 550.40 feet; thence departing said East line North 76°04'49" East a distance of 442.71 feet to the **POINT OF BEGINNING**.

Said parcel containing 2.75 acres more or less and / or 119,872 square feet.

### **Together With**

**Parcel ID: 29-12-31-0000-01010-0020 (a portion of) & 29-12-31-0000-01010-0023 (a portion of)**

PART OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1723, PAGE 845, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE S18°31'43"W ALONG THE WEST LINE OF SAID LANDS A DISTANCE OF 1202.42 FEET TO A POINT ON THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1375, PAGE 1329, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N24°13'06"W ALONG THE EAST LINE OF SAID LANDS A DISTANCE OF 648.60 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE S75°07'44"W ALONG THE NORTH LINE OF SAID LANDS A DISTANCE OF 547.25 FEET TO THE POINT OF BEGINNING; THENCE S75°28'44"W A DISTANCE OF 492.31 FEET; THENCE ALONG THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1375, PAGE 1329, AFORESAID THE FOLLOWING COURSES AND DISTANCES, S08°33'17"E A DISTANCE OF 1204.63 FEET; THENCE S21°31'33"E A DISTANCE OF 231.71 FEET; THENCE S19°36'50"W A DISTANCE OF 119.80 FEET; THENCE S23°03'10"E A DISTANCE OF 266.90 FEET; THENCE N61°27'01"E A DISTANCE OF 72.25 FEET; THENCE S21°31'33"E A DISTANCE OF 25.00 FEET; THENCE S24°44'50"E A DISTANCE OF 109.86 FEET; THENCE S02°50'42"E A DISTANCE OF 443.43 FEET; THENCE S38°46'38"E A DISTANCE OF 155.36 FEET; THENCE S05°31'05"E A DISTANCE OF 521.33 FEET; THENCE N73°59'21"E A DISTANCE OF 259.08 FEET; THENCE N30°18'30"E A DISTANCE OF 338.21 FEET; THENCE N56°02'13"E A DISTANCE OF 256.60 FEET; THENCE N17°18'02"W A DISTANCE OF 245.64 FEET; THENCE N87°58'47"W A DISTANCE OF 188.15 FEET; THENCE N43°23'44"W A DISTANCE OF 70.31 FEET; THENCE N15°25'25"E A DISTANCE OF 131.43 FEET; THENCE N08°57'10"W A DISTANCE OF 221.74 FEET; THENCE N87°20'40"E A DISTANCE OF 215.08 FEET; THENCE S61°08'13"E A DISTANCE OF 365.39 FEET; THENCE N12°27'20"W A DISTANCE OF 282.17 FEET; THENCE N22°28'43"E A DISTANCE OF 424.41 FEET; THENCE N28°35'48"W A DISTANCE OF 795.82 FEET; THENCE S54°59'59"W A DISTANCE OF 426.05 FEET; THENCE S17°21'11"E A DISTANCE OF 363.39 FEET; THENCE S27°42'03"E A DISTANCE OF 252.43 FEET; THENCE S43°50'42"E A DISTANCE OF 194.13 FEET; THENCE S03°24'22"W A DISTANCE OF 68.13 FEET; THENCE S89°33'00"W A DISTANCE OF 376.08 FEET; THENCE N40°54'31"W A DISTANCE OF 373.09 FEET; THENCE N07°01'37"W A DISTANCE OF 373.59 FEET; THENCE N27°35'02"E A DISTANCE OF 477.92 FEET; THENCE N83°09'02"W A DISTANCE OF 296.11 FEET; THENCE N39°33'00"W A DISTANCE OF 205.29 FEET; THENCE N16°56'05"E A DISTANCE OF 492.36 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE WELL SITE AREA DESCRIBED IN OFFICIAL RECORDS BOOK 601, PAGE 1977, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

SAID PARCEL CONTAINING 44.06 ACRES MORE OR LESS AND / OR 1,919,247 SQUARE FEET.

## Together With

PART OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 31 EAST, AND PART OF TRACT C, GRAND LANDINGS PHASE 1, AS RECORDED IN MAP BOOK 36, PAGES 37 THROUGH 47, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF PARCEL A1, LAGUNA FOREST, SECTION 64, AS RECORDED IN MAP BOOK 18, PAGE 38, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE N25°19'21"W ALONG THE EAST LINE OF SAID LAGUNA FOREST A DISTANCE OF 205.09 FEET; THENCE N36°30'37"W CONTINUING ALONG SAID EAST LINE A DISTANCE OF 1500.71 FEET; THENCE DEPARTING SAID EAST LINE N89°44'16"E A DISTANCE OF 1098.76 FEET TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 553, PAGE 159, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE S02°32'58"E ALONG SAID LANDS A DISTANCE OF 503.18 FEET; THENCE S74°35'44"E CONTINUING ALONG SAID LANDS FOR A DISTANCE OF 908.52 FEET; THENCE DEPARTING SAID LANDS S53°30'00"W A DISTANCE OF 1221.04 FEET TO A POINT ON THE EAST LINE OF CITATION BOULEVARD, AN 80' RIGHT OF WAY; THENCE N25°19'21"W ALONG SAID RIGHT OF WAY A DISTANCE OF 81.55 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,239,712 SQUARE FEET AND / OR 28.46 ACRES MORE OR LESS.

# SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

## LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN GOVERNMENT SECTIONS 19, 20, 21, 28, 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 31 EAST, BEING PART OF PARCEL 414, RECORDED IN OFFICIAL RECORDS BOOK 553, PAGES 1539 THROUGH 1840, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

A POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF GOVERNMENT SECTION 29, TOWNSHIP 12 SOUTH, RANGE 31 EAST, THENCE NORTH 02°57'38" WEST ALONG THE WESTERLY BOUNDARY LINE OF GOVERNMENT SECTION 29 A DISTANCE OF 3659.32 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID WESTERLY BOUNDARY LINE OF GOVERNMENT SECTION 29 RUN SOUTH 87°34'32" WEST A DISTANCE OF 821.05 FEET; THENCE NORTH 10°50'53" WEST A DISTANCE OF 489.98 FEET; THENCE NORTH 27°46'32" WEST A DISTANCE OF 219.87 FEET; THENCE NORTH 50°12'51" WEST A DISTANCE OF 469.34 FEET; THENCE NORTH 05°08'20" WEST A DISTANCE OF 560.82 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF A PARCEL OF LAND OWNED BY FLORIDA WATER SERVICES, RECORDED IN OFFICIAL RECORDS BOOK 271, PAGES 9--A AND 9--B, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE NORTH 84°51'40" EAST A DISTANCE OF 479.19 FEET; THENCE NORTH 05°08'20" WEST ALONG THE EASTERLY BOUNDARY OF SAID FLORIDA WATER SERVICES PARCEL A DISTANCE OF 900.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CITATION BOULEVARD (80'R/W) THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 1113.56 FEET ALONG A CURVE TO LEFT (CONCAVE NORTHWESTERLY) HAVING A CENTRAL ANGLE OF 22°18'30", A RADIUS OF 2860.00 FEET, A CHORD DISTANCE OF 1106.54 FEET, AND A CHORD BEARING OF NORTH 64°39'15" EAST TO A POINT OF TANGENCY; THENCE NORTH 53°30'00" EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF CITATION PARKWAY AND THE EXTENSION THEREOF A DISTANCE OF 3295.33 FEET; THENCE SOUTH 74°35'44" EAST A DISTANCE OF 2146.27 FEET; THENCE NORTH 28°40'19" EAST A DISTANCE OF 1572.67 FEET; THENCE NORTH 89°01'53" EAST A DISTANCE OF 1764.06 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SEMINOLE WOODS PARKWAY; THENCE SOUTH 17°03'00" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 1930.33 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 623.85 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (CONCAVE WESTERLY), HAVING A CENTRAL ANGLE OF 35°44'37", A RADIUS OF 1000.00 FEET, A CHORD BEARING OF SOUTH 00°49'18" WEST AND A CHORD DISTANCE OF 813.78 FEET TO A POINT OF TANGENCY; THENCE SOUTH 18°41'37" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE OF SEMINOLE WOODS PARKWAY A DISTANCE OF 415.16

CONTINUED ON PAGE 4

## SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE WEST LINE OF GOVERNMENT SECTION 29, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING NORTH 02°57'38" WEST
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
3. THIS IS NOT A BOUNDARY SURVEY.

## ABBREVIATIONS

Δ=DELTA  
R=RADIUS  
L=LENGTH  
CH=CHORD  
CB=CHORD BEARING

MB=MAP BOOK  
PG=PAGE  
R/W=RIGHT OF WAY  
CL=CENTER LINE

PC=POINT OF CURVATURE  
PT=POINT OF TANGENCY  
POB=POINT OF BEGINNING

PCP=PERMANENT CONTROL POINT  
PRM=PERMANENT REFERENCE MONUMENT  
ORB=OFFICIAL RECORD BOOK



11/12/2004

## TOMOKA ENGINEERING

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH  
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32194  
Phone 386-257-1600 Fax 386-257-1601  
e-mail: dan@tomoka-eng.com website: www.tomoka-eng.com

## SKETCH AND DESCRIPTION

PROJECT NO. T3059QHD-A  
DRAWING REF No. 3059A-SL-PHI-revIII204  
DATE NOVEMBER 12, 2004  
SHEET NO. 3 OF 4



# SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

## LEGAL DESCRIPTION

FEET; THENCE SOUTH 71°18'23" EAST A DISTANCE OF 22.00 FEET; THENCE SOUTH 18°41'37" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE OF SEMINOLE WOODS BOULEVARD A DISTANCE OF 2814.47 FEET; THENCE DEPARTING SEMINOLE WOODS BOULEVARD RUN NORTH 71°18'23" WEST ALONG THE NORTHERLY BOUNDARY LINE OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 637, PAGES 899 THROUGH 910, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, A DISTANCE OF 3313.11 FEET; THENCE SOUTH 18°41'37" WEST A DISTANCE OF 561.11 FEET; THENCE DEPARTING SAID PARCEL RECORDED IN BOOK 637, PAGE 899, RUN SOUTH 76°04'49" WEST A DISTANCE OF 2868.28 FEET; THENCE SOUTH 87°34'32" WEST A DISTANCE OF 648.56 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 253, PAGE 27, BOOK 600, PAGE 679, BOOK 10, PAGE 432, BOOK 641, PAGE 1051, BOOK 632, PAGE 1300, AND BOOK 549, PAGE 991, ALL OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA,

LESS AND EXCEPT A 100'x100' CITY OF FLAGLER BEACH WELL SITE No. 8, RECORDED IN OFFICIAL RECORDS BOOK 253, PAGE 25, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, CONTAINING 0.2296 ACRES MORE OR LESS.

LESS AND EXCEPT A 300'x600' PARCEL RECORDED IN OFFICIAL RECORDS BOOK 94, PAGE 217, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, CONTAINING 4.1322 ACRES MORE OR LESS.

PARCEL (LESS EXCEPTIONS) CONTAINING 774.3940 ACRES MORE OR LESS.



## **TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
Email: tomoka@tomoka-eng.com Website: www.tomoka-eng.com

SKETCH  
AND  
DESCRIPTION

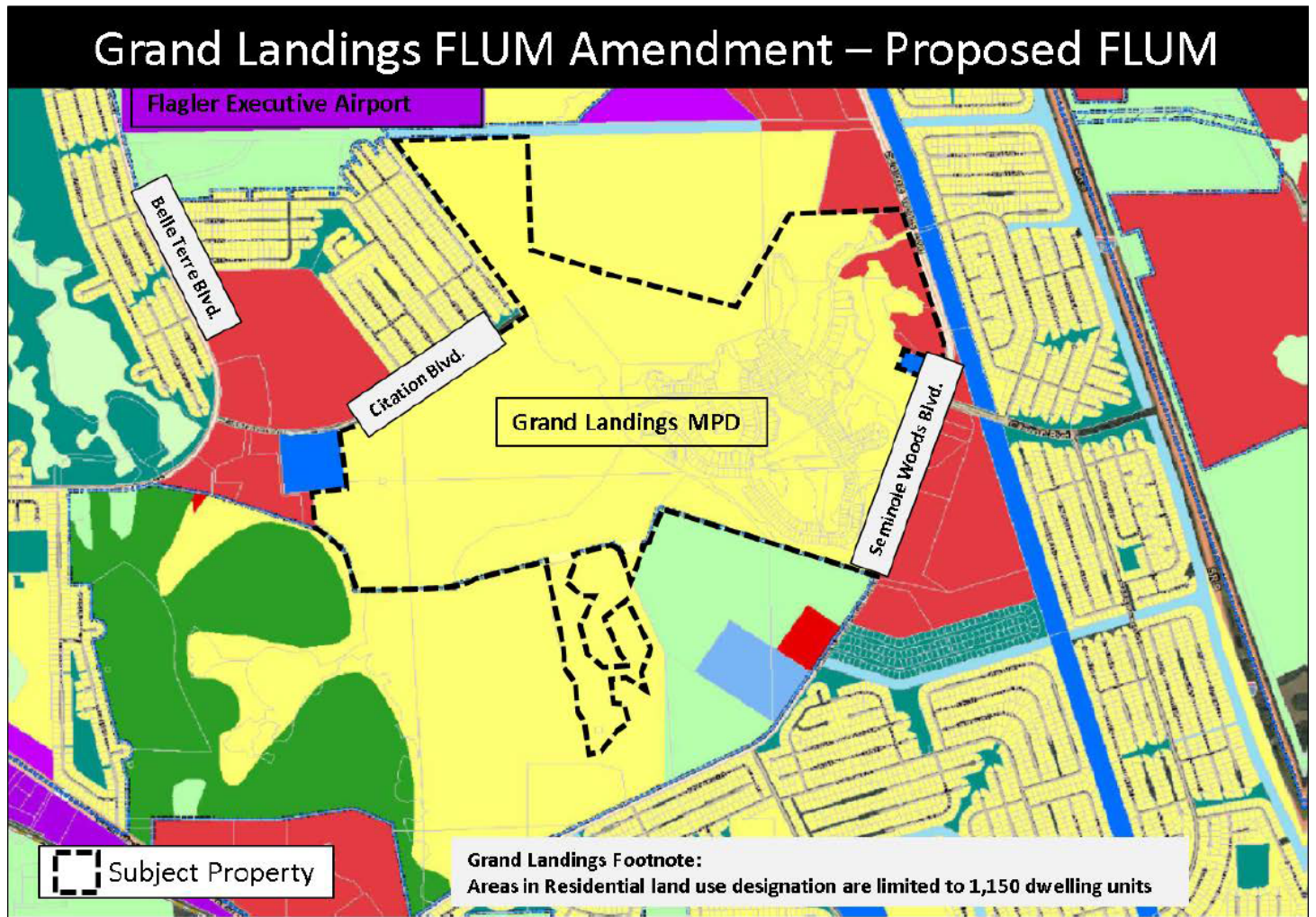
PROJECT NO. T3059GHD-A

DRAWING REF No.  
3059A-SL-PH1-rev111204

DATE NOVEMBER 12, 2004

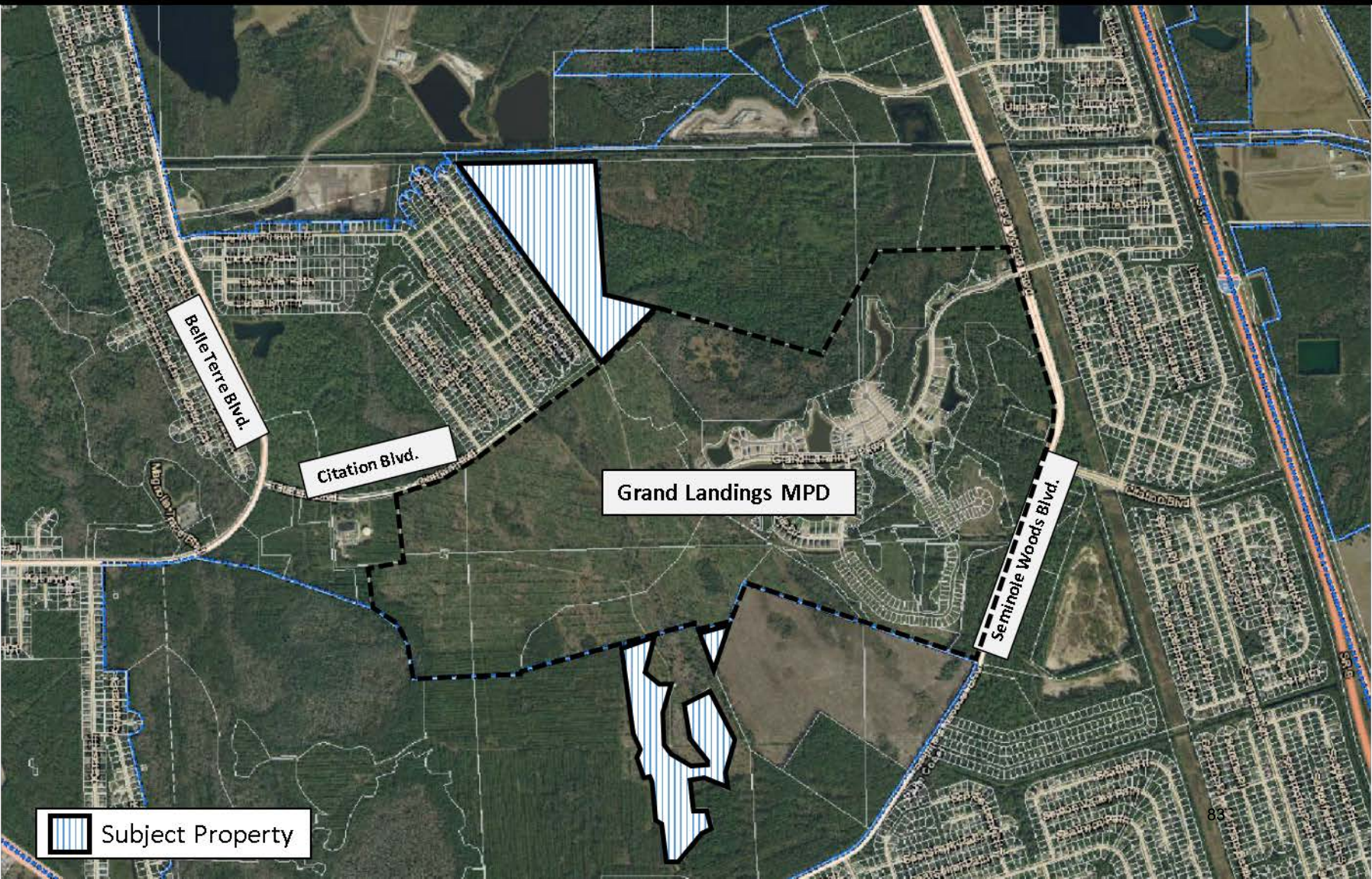
SHEET NO. 4 OF 4

Exhibit “B”-AMENDED FUTURE LAND USE MAP





# Grand Landings FLUM Amendment – Location Map





**COMMUNITY DEVELOPMENT DEPARTMENT  
STAFF REPORT  
May 10, 2019**

**OVERVIEW**

---

**Case Number:** 3952

**Applicant:** City of Palm Coast

**Location:** Generally located approximately 2.0 miles south of State Road 100, east of Belle Terre Blvd., and west of Seminole Woods Blvd.

**Current FLUM designation:** Residential: Low-Density Rural Estate (Flagler County Designations)

**Current Zoning designation:** New Residential Communities-PUD, Planned Unit Development (PUD), & Industrial-Planned Unit Development (Flagler County Designation)

**Current Use:** Single-family homes and Vacant

**Size of subject property:** Approximately 119+/- acres subject to FLUM amendment, Grand Landings MPD new total of 893.6+/- acres

**Requested Action:** Large-scale Future Land Use Map (FLUM) amendment from Residential Low-Density Rural Estate (Flagler County designation) to Residential (City of Palm Coast designation). Including a note to limit residential in Grand Landings MPD to 1150 units.

**Recommendation:** Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that the City Council APPROVE Application #3952, proposed Comprehensive Plan amendment to change 119+/- acres from Residential Low Density/Rural Estate (Flagler County designation) to Residential (City designation) and amend the note on the FLUM to limit the maximum # of dwelling units in the Grand Landings MPD to 1,150.

**Project Planner:** José Papa, AICP, Senior Planner

**ANALYSIS**

---

**BACKGROUND**

---

The subject properties total 119+/- acres, the subject property includes 91 acres scheduled for annexation into the City on May 21, 2019. An approximately 28 acre parcel was previously annexed in 2007. The subject properties are proposed to be included and developed as part of the project more commonly known as the Grand Landings Master Planned Development (MPD). The 774+/- acre property known as Grand Landings (MPD) was annexed into the City of Palm Coast in May 2007. A FLUM and zoning map amendment to provide City of Palm Coast FLUM and zoning designations along with the Grand Landings MPD Development Agreement were approved by City Council in May 2014. A subsequent amendment to the MPD affecting wetland buffer requirements, minimum lot size and minimum lot widths were approved by City Council in April 2018.

The parcels proposed to be added to the existing Grand Landings MPD currently have a Flagler County Future Land Use Map Designation of Residential Low Density/Rural Estate (1 du/acre) with a zoning designation of New Residential Communities - Planned Unit Development (PUD) and Industrial – Planned Unit Development (PUD). The current MPD agreement limits development within the MPD to 749 units and 150,000 sq. ft. of neighborhood commercial uses.

This proposed amendment will include amending a note on the Future Land Use Map that limits the residential development within the Grand Landings MPD area designated as Residential from 749 dwelling units to 1,150 dwelling units. This will bring the total area of the Grand Landings MPD to 893.6+/- acres.

In addition to the proposed FLUM amendment, there is a companion application to amend the MPD agreement incorporating the changes identified in this FLUM amendment.

### Planning and land Development Regulation Board Public Hearing

The PLDRB held a public meeting on May 15, 2019 to make a recommendation on the proposed amendment.

### DENSITY/INTENSITY AND POPULATION

The proposed amendment for the 119+/- acre subject property will change the current Flagler County FLUM designation of Residential Low Density/Rural Estate (1 d.u./acre) to City of Palm Coast FLUM designation of Residential (12 d.u./acre).

Additionally, the amendment will increase the number of units permitted in the Grand Landings MPD from 749 to 1150 (additional 401 units). Table 1 below highlights the potential net change resulting from the proposed amendment.

TABLE 1 - FLUM DESIGNATION MAXIMUM DENSITY/INTENSITY ALLOWED (RESIDENTIAL USE)				
	# of Acres	Maximum Density	Maximum # of units*	Population (2.4 persons/dwelling unit)
<b>Proposed FLUM: Residential</b>	119	12 units/acre	401	962
<b>Current FLUM: Residential (Low Density/Rural Estate)</b>	119	1 unit/acre	119	286
<b>NET CHANGE</b>		Increase		676
*Includes policy to limit number of additional units to 401 for total of 1100 dwelling units				
Footnotes:				
<sup>(1)</sup> Max. # of units = # of Acres X Maximum Density				



**PUBLIC FACILITIES AVAILABILITY/IMPACT ANALYSIS (BASED ON THEORETICAL YIELD OF MAXIMUM DEVELOPMENT POTENTIAL)****Objective 1.1.3-Evaluation of Amendments to the FLUM**

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

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

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

**PUBLIC FACILITIES CAPACITY/IMPACT ANALYSIS**

The public facilities capacity net impact analysis was completed for the proposed Future Land Use Map Amendment. The net impact analysis was performed with a proposed density limit of 401 dwelling units for the eventual expansion of the Grand Landings MPD. The results of the net impact analysis are shown on Table 2 below, and are summarized below:

**Transportation**

The proposed FLUM amendment will have a potential net increase of 282 peak hour trips. The proposed amendment does not impact the Level of Service of the surrounding roadway network. At the time of plat/site plan review process, additional traffic study will be conducted to ensure that available capacity exists for the development.

**Potable Water**

The proposed FLUM amendment will have a potential net increase in demand for potable water of 84,552 gallons/day or .08 million gallons/day. Water Treatment Plants #1, 2, & 3 have a combined treatment capacity of 16.58 MGD and a current treatment demand of 11.49 MGD (based on Comprehensive Plan LOS standards). There is adequate water treatment capacity to address the additional demand. Detailed capacity review of distribution lines, pump stations, etc. are conducted during the plat/site plan review process.

**Wastewater**

The proposed FLUM amendment will have a potential net increase in demand for sanitary sewer treatment of 55,466 gallons/day or .055 million gallons/day. There is adequate central sewer treatment capacity to address the additional demand. Wastewater Treatment Plants #1 and 2 currently have a treatment capacity of 8.83 MGD and a current treatment demand of 8.08 MGD (based on Comprehensive Plan LOS standards). Detailed capacity review of collection lines, lift stations, etc. are conducted during the plat/site plan review process.

**Solid Waste**

The proposed FLUM amendment will have a potential net increase in 5,824 lbs. of solid waste/day. The City currently has an interlocal agreement with Volusia County for solid waste disposal. There is adequate capacity at the Volusia County landfill to accommodate the additional demand.

### **Public Recreation and Open Space**

The proposed FLUM amendment will have a net increase in demand of 5 acres of park facilities. The City currently has adequate capacity to accommodate the additional demand. The City currently owns 955+/- acres of park lands, (580+/- acres for active, 375+/- acres for passive uses).

### **Public Schools**

The proposed FLUM amendment will have a potential net increase in demand for 69 student stations. The school district currently has adequate capacity to accommodate the additional demand. School capacity will be analyzed again during the platting process.

### **Stormwater**

No impact. Stormwater treatment facilities are reviewed for consistency with LOS during plat/site plan review process.

Table 2 Public Facilities Impact Analysis (with Policy to limit number of additional units to 401)

Density <sup>(1)</sup>	# of units or square feet of development	Transportation (PHT) <sup>(2)</sup>	Potable Water (GPD) <sup>(3)</sup>	Sanitary Sewer (GPD) <sup>(4)</sup>	Solid Waste (lbs./day) <sup>(5)</sup>	Recreation and Parks (8 acres/ 1000 pop.) <sup>(6)</sup>	Public Education (students) <sup>(7)</sup>	Stormwater Drainage <sup>(8)</sup>
<b>Proposed FLUM designation - Residential 119.16 acres</b>								
Residential (Max. 12 units/acre)	401	401	120,300	78,917	8,286	8	98	N/A
<b>Current FLUM designation - Flagler County Residential Low Density/Rural Estate (119.16 acres)</b>								
Max. Residential Use (1 unit/acre)	119	119	35,748	23,451	2,462	2	29	
<b>Net Change</b>		<b>282</b>	<b>84,552</b>	<b>55,466</b>	<b>5,824</b>	<b>5</b>	<b>69</b>	<b>N/A</b>

**Footnotes:**

<sup>(1)</sup> Calculation of Density: Lot Size (acre)\*# of units/acre

<sup>(2)</sup> Transportation: Residential PHT Peak Hour Trips (PHT), Residential Development: = # of units\*1.0 PHT (Average Rate), ITE Trip Generation Manual, 9th Edition

<sup>(3)</sup> Potable Water: Residential = # of units\*2.4\*125 gallons/capita/day

<sup>(4)</sup> Wastewater: Residential = # of units\*2.4\*82 gallons/capita/day

<sup>(5)</sup> Solid Waste: Residential Demand = # of units\*2.40\*8.61 lbs/capita/day

<sup>(6)</sup> Recreation and Parks: Residential Demand = # of units \* 2.40 \*8 acres/1000 persons

<sup>(7)</sup> Public Education Residential: = Based on multiplier provided by Flagler County School District.

<sup>(8)</sup> Stormwater/Drainage: Stormwater Treatment will be reviewed for consistency with adopted LOS, during site plan approval process.

## **ENVIRONMENTAL/CULTURAL RESOURCES ANALYSIS**

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

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

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

- Topography and soil conditions including the presence of hydric soils.
- Location and extent of floodplains and the Coastal Planning Area, including areas subject to seasonal or periodic flooding.
- Location and extent of wetlands, certain vegetative communities, and protected wildlife species.
- Location and extent of other environmentally sensitive features.



- E. Proximity to wellfields and aquifer recharge areas.*
- F. Impacts to potable water supply.*

The environmental conditions on site were reviewed and analyzed at the time of the Flagler County FLUM amendment in 2005 by Flagler County and other FLUM amendment review agencies such as DEO, DEP, and SJRWMD (that amendment designated the properties with its current Flagler County FLUM designations and the existing entitlements on the property).

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

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

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

#### Surrounding Future Land Use Map Designation:

North: Residential Low Density: Rural Estate and Industrial (Flagler County)  
 South: Residential Low Density: Rural Estate (Flagler County)  
 East: Residential (City of Palm Coast), Agriculture & Timberlands (Flagler County)  
 West: Residential (City of Palm Coast & Flagler County)

#### Surrounding Zoning Designation:

North: Industrial (I) (Flagler County)  
 South: Planned Unit Development (PUD) (Flagler County)  
 East: Single Family Residential-1 (City of Palm Coast), and Agriculture (Flagler County)  
 West: Duplex (DPX), Planned Unit Development (Flagler County)

#### Surrounding Property Existing Uses:

North: Flagler County Airport  
 South: Vacant lands (Flagler County)  
 East: Vacant lands (City of Palm Coast)  
 West: Single-family, Vacant lands

The proposed Future Land Use Map (FLUM) designation is consistent with the surrounding FLUM designations. The developed areas surrounding Grand Landings are mainly composed of single-family residential uses. Additionally, the vacant lots surrounding Grand Landings are also designated for residential use.

It is important to note that Flagler Executive Airport lies north of Grand Landings. There is approximately over half a mile separation between, the Airport's southernmost runway and Grand Landings.

#### **CONSISTENCY WITH COMPREHENSIVE PLAN**

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

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

**Analysis:** The proposed amendments are consistent with Policy 1.3.1.1, the public facilities impacts can be accommodated by the existing infrastructure capacity.

*Objective 3.4.1 – Diversity in Housing Opportunities*

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

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

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

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

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

**Analysis:** The proposed amendment to Residential is consistent with Comprehensive Plan policy above to designate urban densities or intensities in areas that have sufficient existing or planned capacity for sanitary sewer facilities.

## **PUBLIC PARTICIPATION**

Unified Land Development Code Chapter 2, Part II, Section 2.05.02 requires developers or property owners who are requesting to rezone property within the City to notify neighboring property owners within 300 feet of the subject property boundaries and hold a neighborhood information meeting (NIM).

The applicant hosted a NIM on May 6, 2019. Approximately 44 residents attended the meeting. The comments were mainly focused on issues that will need to be addressed between the applicant and the Homeowner's association.

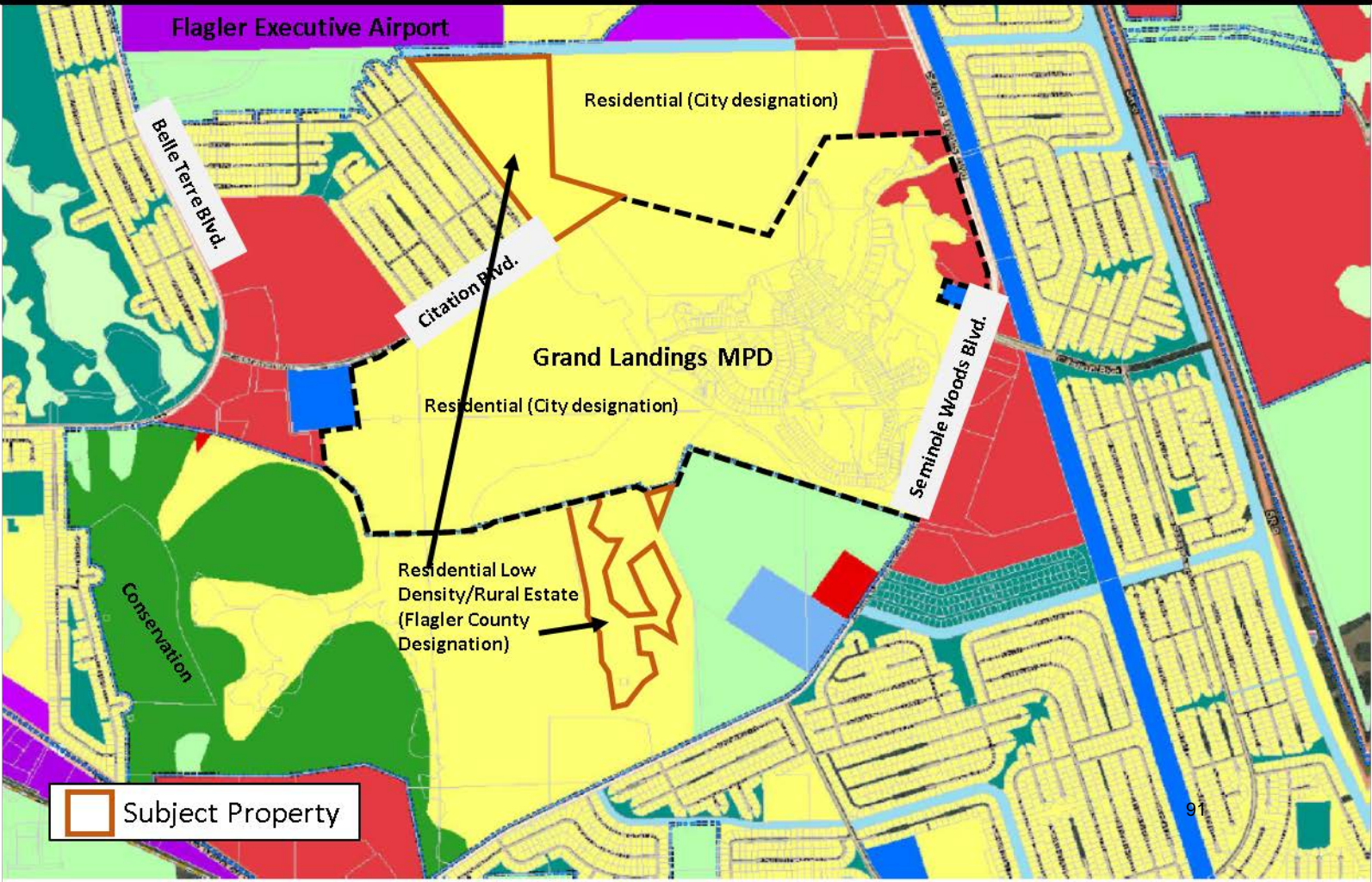
Additionally, the Planning and Land Development Regulation Board held a public hearing on May 15, 2019 to discuss and make a recommendation on the application.

**RECOMMENDATION**

---

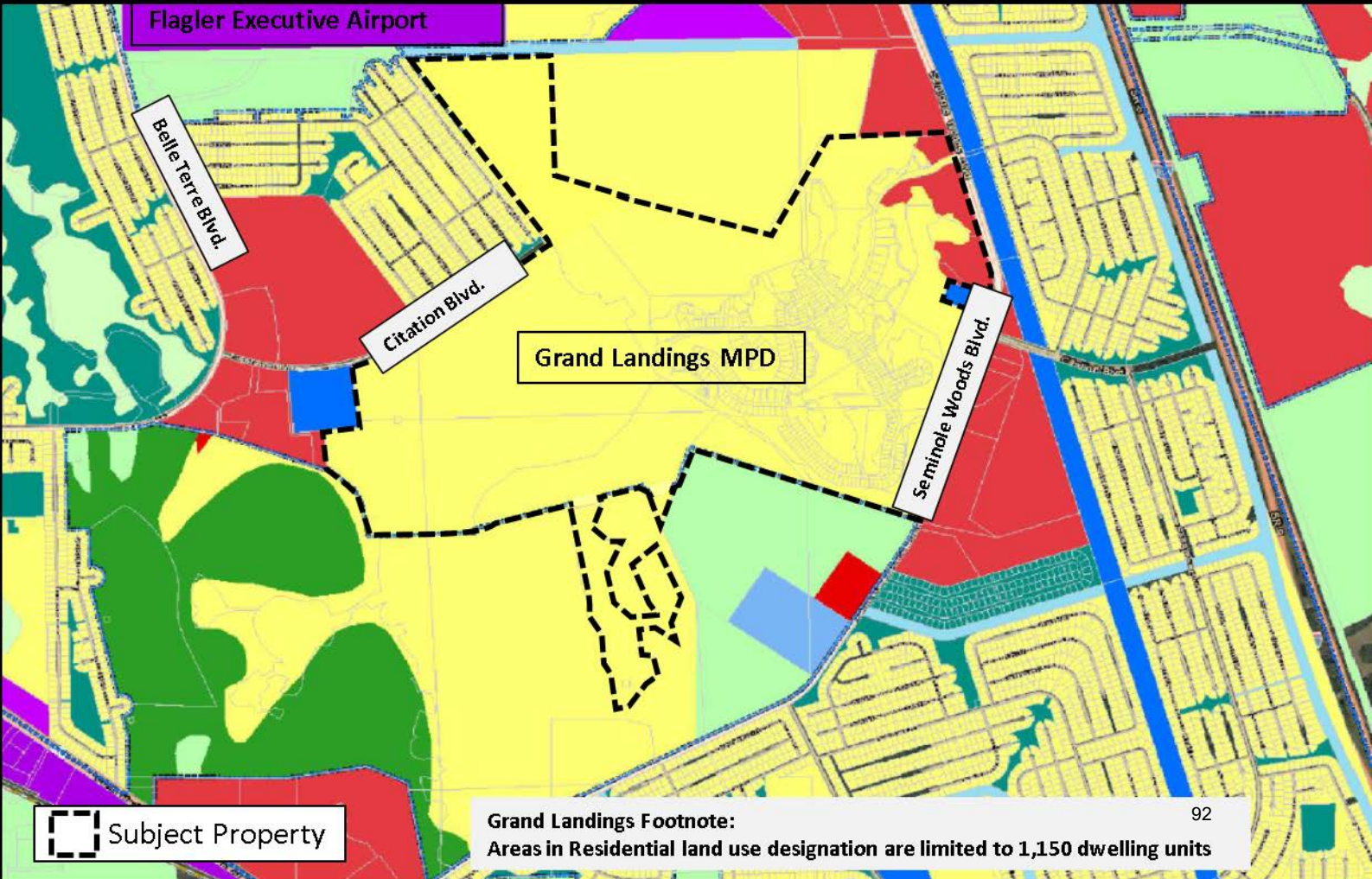
Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that the City Council APPROVE Application #3952, proposed Comprehensive Plan amendment to change 119+/- acres from Residential Low Density/Rural Estate (Flagler County designation) to Residential (City designation) and amend the note on the FLUM to limit the maximum # of dwelling units in the Grand Landings MPD to 1,150.

# Grand Landings FLUM Amendment – Current FLUM





# Grand Landings FLUM Amendment – Proposed FLUM

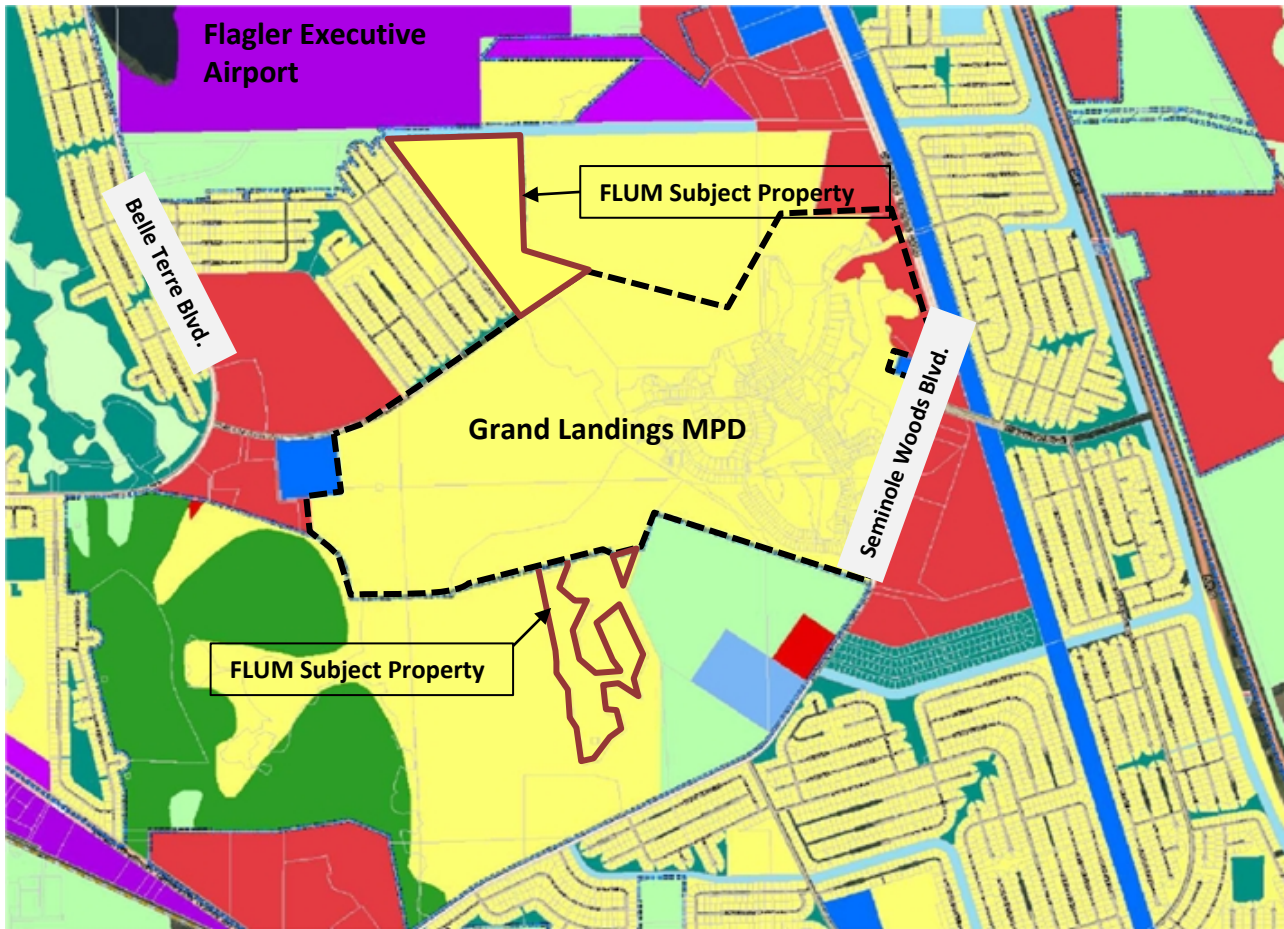


# **GRAND LANDINGS FLUM AMENDMENT**

## **City Council - 1<sup>st</sup> Reading**



# Grand Landings – Comprehensive Plan Amendment



- 119+/- acre parcel
- Vacant
- Adjacent to Grand Landings (companion MPD amendment application)

# Grand Landings – Comprehensive Plan Amendment

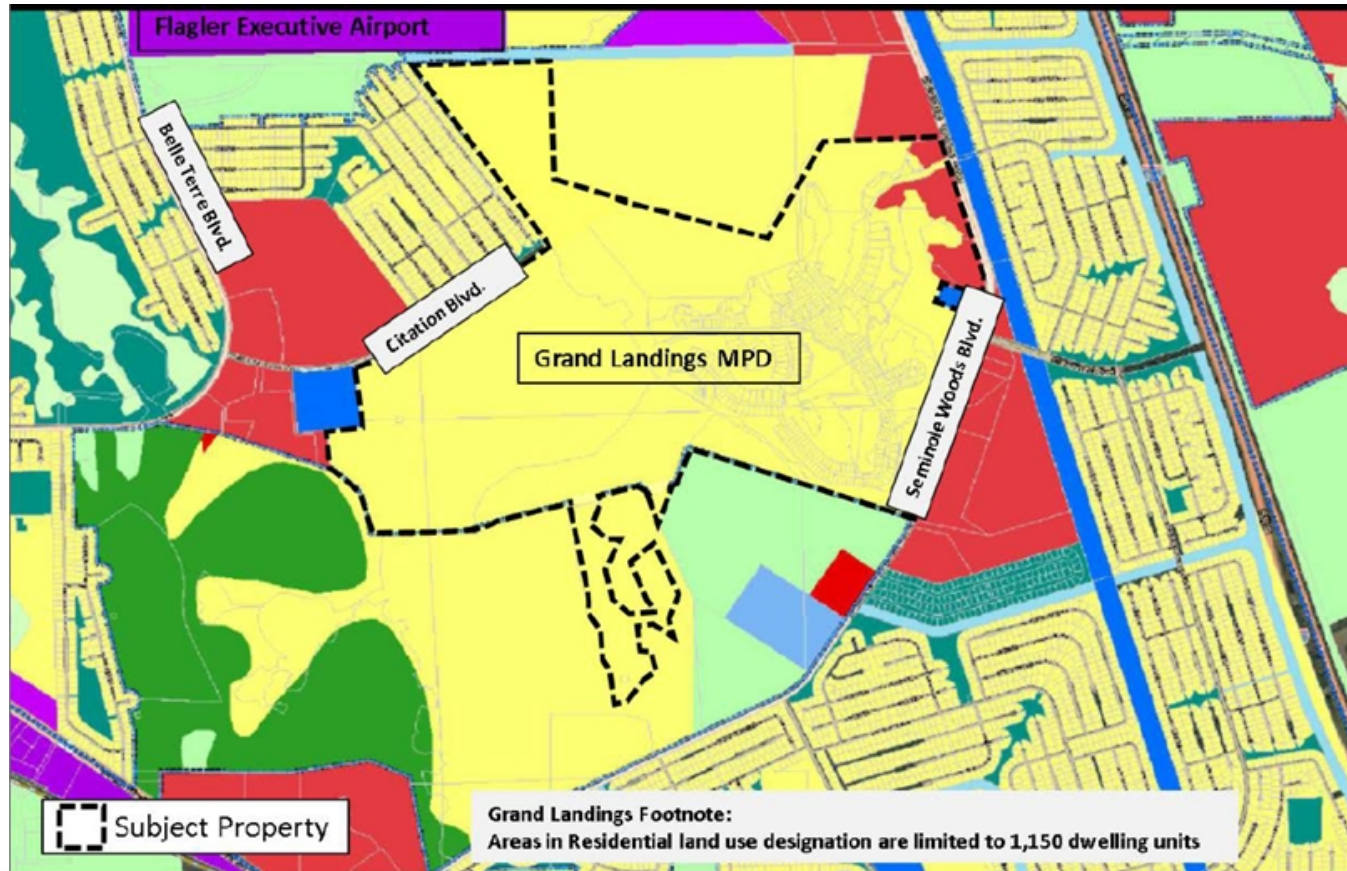
## Proposed FLUM Map

**From:** Residential Low Density/Rural Estate (Flagler County Designation)

**To:** Residential (City of Palm Coast Designation)

## Amendment to FLUM Note (Grand Landings) -

Areas in Residential land Use Designation are limited to ~~749~~ 1,150





# Grand Landings – Comprehensive Plan Amendment

- Public Facilities Net Impact Analysis

Table 2 Public Facilities Impact Analysis (with Policy to limit number of additional units to 401)

Density <sup>(1)</sup>	# of units or square feet of development	Transportation (PHT) <sup>(2)</sup>	Potable Water (GPD) <sup>(3)</sup>	Sanitary Sewer (GPD) <sup>(4)</sup>	Solid Waste (lbs./day) <sup>(5)</sup>	Recreation and Parks (8 acres/ 1000 pop.) <sup>(6)</sup>	Public Education (students) <sup>(7)</sup>	Stormwater Drainage <sup>(8)</sup>
<b>Proposed FLUM designation - Residential 119.16 acres</b>								
Residential (Max. 12 units/acre)	401	401	120,300	78,917	8,286	8	98	N/A
<b>Current FLUM designation - Flagler County Residential Low Density/Rural Estate (119.16 acres)</b>								
Max. Residential Use (1 unit/acre)	119	119	35,748	23,451	2,462	2	29	
<b>Net Change</b>		<b>282</b>	<b>84,552</b>	<b>55,466</b>	<b>5,824</b>	<b>5</b>	<b>69</b>	<b>N/A</b>

**Footnotes:**

<sup>(1)</sup> Calculation of Density: Lot Size (acre)\*# of units/acre

<sup>(2)</sup> Transportation: Residential PIM Peak Hour Trips (PHT), Residential Development: = # of units\*1.0 PIM-PHT (Average Rate), ITE Trip Generation Manual, 9th Edition

<sup>(3)</sup> Potable Water: Residential = # of units\*2.4\*125 gallons/capita/day

<sup>(4)</sup> Wastewater: Residential = # of units\*2.4\*82 gallons/capita/day

<sup>(5)</sup> Solid Waste: Residential Demand = # of units\*2.40\*8.61 lbs/capita/day

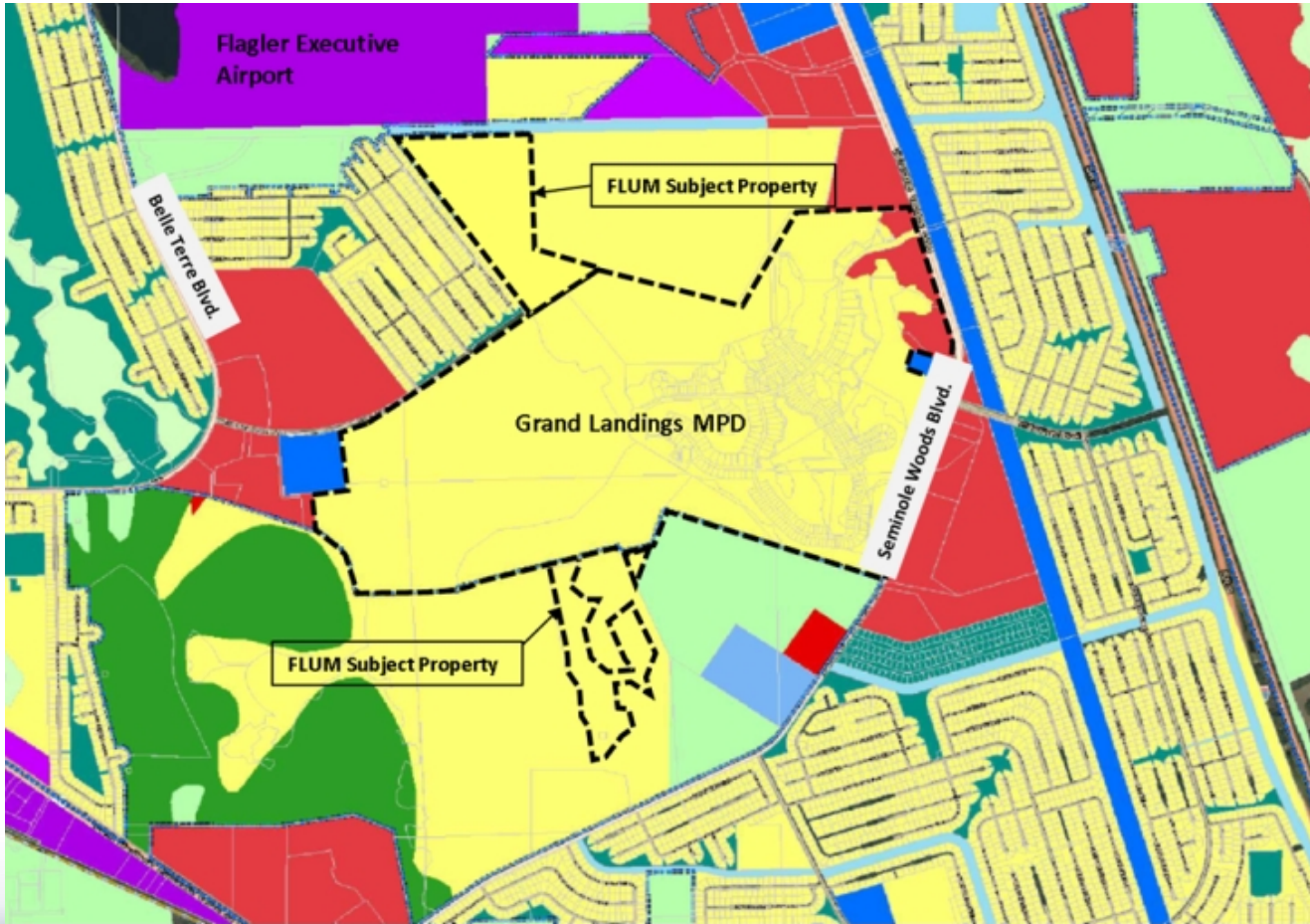
<sup>(6)</sup> Recreation and Parks: Residential Demand = # of units \* 2.40 \*8 acres/1000 persons

<sup>(7)</sup> Public Education Residential: = Based on multiplier provided by Flagler County School District.

<sup>(8)</sup> Stormwater/Drainage: Stormwater Treatment will be reviewed for consistency with adopted LOS, during site plan approval process.

# Grand Landings – Comprehensive Plan Amendment

## Consistency with Surrounding Land Use



- Proposed land use is consistent with adjacent parcel.

# Grand Landings – Comprehensive Plan Amendment

- Evaluation of Environmental Factors

No change in environmental impact between current and proposed FLUM

# Grand Landings – Comprehensive Plan Amendment

## **Consistency with Comprehensive Plan Policies**

- Availability of Infrastructure
- Promotes land use patterns that do not increase cost of providing utilities



# Grand Landings – Comprehensive Plan Amendment

## FINDINGS

- No significant impact on environmental factors
- Consistent with surrounding land uses
- Consistent with Comprehensive Plan
- No impact on Level of Service for public infrastructure

# Grand Landings – Comprehensive Plan Amendment

## Recommendation:

Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that City Council approve the proposed FLUM Amendment (AR #3952)

# Next Steps

- Transmittal to State Land Planning Agency and other State Agencies
- 2<sup>nd</sup> City Council Public Hearing
- Platting Process

# Questions

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 05/21/2019

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	6610	<b>Account</b>
<b>Subject</b>	ORDINANCE 2019-XX AMENDMENT TO THE GRAND LANDINGS MASTER PLANNED DEVELOPMENT (MPD) REZONING TO EXPAND THE SIZE OF THE MPD BY 119.2 ACRES FROM 774.4 ACRES TO 893.6 ACRES	
<b>Background:</b> <i>The applicant has requested a continuance to a time certain date of June 18, 2019 at 9:00 am City Council Business Meeting. Staff recommends continuance of this item.</i>		
<p>JTL Grand Landings Development, LLC as the owner and developer has requested an amendment to the Grand Landings MPD in order to expand the size of the Master Plan Development (MPD) by 119.2 acres from 774.4 acres to 893.6 acres; to increase the allowed single-family homes (only attached and detached single-family homes are allowed) by 401 homes from 749 homes to 1,150 homes; to allow soil extraction activities; and to clarify standards for wetland permitting, providing recreational amenities and allowed commercial uses. The lands being added to the MPD currently have various Flagler County PUD Zoning categories.</p> <p>The Grand Landings MPD was adopted May 6, 2014. The original project was approved by the Flagler County Commission in 2005 and annexed into the City of Palm Coast in 2007. The 2014 Ordinance amended and replaced the Flagler County PUD and incorporated the requirements of City's Unified Land Development Code. The first amended and restated Grand Landings MPD Agreement was adopted by the City Council on April 3, 2018 (Ordinance #2018-7) with the key provision reducing the minimum lot width from 50 feet to 45 feet and the minimum lot size from 6,250 square feet to 5,000 square feet.</p> <p>Planning and Land Development Regulation Board Meeting: On May 15, 2019, the Planning and Land Development Regulation Board (PLDRB) held a public hearing to make a recommendation on the proposed amendment. Approximately 85 persons, mainly from the Grand Landings neighborhood attended the meeting. Comments were provided regarding the need to control construction traffic and access into the neighborhood, the condition of the roadway network within Grand Landings, and other concerns regarding Homeowner's Association rights and responsibilities. After discussion the PLDRB recommended approval of the proposed MPD amendment.</p>		
<b>Recommended Action:</b> Staff recommends to continue this item to a time certain date of June 18, 2019 at 9:00 am City Council Business Meeting.		

**ORDINANCE 2019 - \_\_\_\_\_**  
**ENLARGEMENT AND AMENDMENT TO THE GRAND LANDINGS MASTER  
PLANNED DEVELOPMENT (MPD) AGREEMENT**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE OFFICIAL ZONING MAP AS ESTABLISHED IN SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; FOR CERTAIN REAL PROPERTY GENERALLY LOCATED SOUTH OF THE FLAGLER COUNTY AIRPORT, WEST OF SEMINOLE WOODS PARKWAY, AND EAST OF BELLE TERRE BOULEVARD AND MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT “A”; TO EXPAND AND AMEND THE GRAND LANDINGS MASTER PLANNED DEVELOPMENT (MPD) AGREEMENT; BY REZONING 119+/- ACRES FROM VARIOUS FLAGLER COUNTY PLANNED UNIT DEVELOPMENT (PUD) ZONING CATEGORIES TO GRAND LANDINGS MPD SO THE EXPANDED MPD ENCOMPASSES 894+/- ACRES; BY INCREASING THE ALLOWED NUMBER OF SINGLE-FAMILY HOMES WITHIN THE MPD FROM 749 TO 1,150; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, two public hearings on the question of amending the Master Planned Development (“MPD”) Agreement between JTL Grand Landings Development, LLC and the City of Palm Coast have been duly held in the City of Palm Coast, Florida and at such hearings, interested parties and citizens for and/or against the proposed establishment of this zoning district were heard; and

**WHEREAS**, JTL Grand Landings Development, LLC, (“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**, the Owner has requested to enlarge and amend the Grand Landings MPD Agreement in order to provide for a larger development area with additional residential units; and

**WHEREAS**, the Owner has fully complied with the requirements of the MPD Agreement outlining the procedure for amending the MPD Agreement.

**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. Enactment.** The City of Palm Coast City Council, pursuant to the Land Development code of the city of Palm Coast, hereby enacts an Ordinance amending the Grand Landings Master Planned Development Agreement as provided for in the attached **Exhibit B**. The Palm Coast City Council specifically finds as follows:

(a) The proposed Development Agreement amendments do not adversely affect the orderly development of Palm Coast and is consistent with the Palm Coast Comprehensive Plan adopted by the City Council of the City of Palm Coast.

(b) The proposed Development Agreement amendments promote the health, welfare and safety of residents in the community and will have a positive impact for the use of the adjacent properties or the general neighborhood.

**SECTION 3. Procedures.** Upon enactment of this Ordinance amending the Development Agreement, the following procedures shall be observed:

(a) All maps, plans, exhibits, documents, covenants, agreements, stipulations,

conditions and safeguards constituting the development plan as finally approved shall be placed on file, within thirty-(30) days of approval, in the offices of both the City of Palm Coast City Clerk and the Flagler County Clerk of Circuit Court, which shall constitute the regulations for the specific PUD District that have been approved.

(b) Development within the boundaries of the MPD District as approved shall take place in accord with the Land Development Code of the City of Palm Coast as may be modified or amended and the Grand Landings MPD Agreement, as amended pursuant to this Ordinance. A copy of said Development Agreement amendment shall be attached hereto.

(c) The Owner must execute and deliver this Development Agreement amendment to the City within thirty (30) days of this date. The City Manager is hereby delegated the authority to execute an amended and restated MPD Development Agreement to accomplish the amendments provided for herein.

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

**SECTION 5. Conflicts.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 6. Effective Date.** This Ordinance shall become effective immediately upon the effective date of Ordinance No. 2019-\_\_\_\_\_ as adopted by the City Council of the City of Palm Coast, Florida, and pursuant to the City Charter. If Ordinance No. 2019-\_\_\_\_\_ does not become effective, then this ordinance shall become null and void.

**APPROVED** on first reading the 21st day of May 2019.

**ADOPTED** on the second reading after due public notice and hearing this \_\_\_\_\_  
day of \_\_\_\_\_, 2019.

**CITY OF PALM COAST, FLORIDA**

---

Milissa Holland, Mayor

**ATTEST:**

---

Virginia A. Smith, City Clerk

Approved as to form and legality

---

William E. Reischmann, Jr.

City Attorney

## EXHIBIT A

A parcel of land lying in Sections 19, 20, 21, 28, 29, and 30, all in Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

**COMMENCE** at the Northwest corner of said Section 20 and run South 01°30'02" East, along the Westerly line of said Section 20, a distance of 150.01 feet to the Northwestern corner of lands described as tract 2 in Official Records Book 1329, Page 1277 of the Public Records of said county and the **POINT OF BEGINNING** of Parcel "B" herein described;

Thence run North 89°02'13" East, along the Northerly line of said Tract 2, a distance of 1887.28 feet to the Northeast corner of said Tract 2 and the Northwest corner of lands described as parcel C-1 in Official Records Book 1773, Page 1266; thence South 02°32'58" East, along the Westerly line of said Parcel C-1, a distance of 1766.27 feet to the Southwest corner of said parcel C-1; thence South 74°35'44" East, along the Southerly line of said parcel C-1. A distance of 3054.88 feet to the Southeast corner of said parcel C-1; thence North 28°40'19" East, along the Easterly line of said parcel C-1, 1573.31 feet to the Southerly line of lands described as parcel C-2 in said Official Records Book 1773, Page 1266; thence North 89°04'21" East, along last said Southerly line and the Southerly line of lands described as parcel 3 in said Official Records Book 1773, Page 1266, a distance of 1764.10 feet to the Westerly right-of-way line of Seminole Woods Parkway (a 124 foot right-of-way); thence South 17°03'15" East, along said Westerly right-of-way line, 1929.85 feet to the beginning of a curve, concave Westerly and having a radius of 1000.00 feet; thence Southerly, along said Westerly right-of-way line and the arc of said curve, 624.13 feet, said curve being subtended by a chord having a distance of 614.05 feet and bearing South 04°49'45" West; thence South 18°41'37" West, continuing along said Westerly right-of-way line, 415.16 feet to a jog in said Westerly right-of-way line; thence South 71°18'23" East, along said jog in Westerly right-of-way line, 22.00 feet to the Westerly right-of-way line of Seminole Woods Boulevard (an 80 foot right-of-way) and the end of said jog; thence South 18°42'27" West, along last said westerly right-of-way line, 897.66 feet; thence South 18°29'33" West, continuing along last said Westerly right-of-way line, 210.73 feet to the Northeasterly corner of lands described in Official Records Book 1623, Page 1955 of said county; thence South 69°25'15" West, along the Northerly line of said Official Records Book 1623, Page 1955, a distance of 696.65 feet, to the Northwest corner of said Official Records Book 1623, Page 1955; thence South 05°56'15" West, along the Westerly line of said Official Records Book 1623, Page 1955, a distance of 997.69 feet; thence S37°14'31" West, continuing along said Westerly line of Official Records Book 1623, Page 1955, a distance of 308.26 feet to the Northerly line of lands described in Official Records Book 1723, Page 0845; thence North 71°20'17" West along the Northerly line of said Official Records Book 1723, Page 845, a distance of 2899.90 feet to the Northwest corner of said Official records book 1723, page 845; thence South 18°31'43" West, along the Westerly line of said Official Records Book 1723, Page 845, a distance of 1202.42 feet to the Easterly line of lands described in Official Records Book 1375, Page 1329 of said county; thence North 24°13'06" West, along last said easterly line, 648.60 feet to the Northeast corner of said Official Records Book 1375, Page 1329; thence South 75°07'44" West, along last said Northerly line, 547.25 feet; thence South 16°56'05" West, 492.36 feet; thence South 39°33'00" East, 205.29 feet; thence South 83°09'02" East; 296.11 feet; thence South 27°35'02" West, 477.92 feet; thence South 07°01'37" East, 373.59 feet; thence South 40°54'31" East, .373.09 feet; thence North

89°33'00" East, 376.08 feet; thence North 03°24'22" East, 68.13 feet; thence North 43°50'42" West, 194.13 feet; thence North 27°42'03" West, 252.43 feet; thence North 17°21'11" West, 363.39 feet; thence North 54°59'59" East, 426.05 feet; thence South 28°35'48" East, 795.82 feet; thence South 22°28'43" West, 424.41 feet; thence South 12°27'20" East, 282.17 feet; thence North 61°08'13" West, 365.39 feet; thence South 87°20'40" West, 215.08 feet; thence South 08°57'10" East, 221.74 feet; thence South 15°25'25" West, 131.43 feet; thence South 43°23'44" East, 70.31 feet; thence South 87°58'47" East, 188.15'; thence South 17°18'02" East, 245.64 feet; thence South 56°02'13" West, 256.60 feet; thence South 30°18'30" West, 338.21 feet; thence South 73°59'21" West, 259.08 feet; thence North 05°31'05" West, 521.33 feet; thence North 38°46'38" West, 155.36 feet; thence North 02°50'42" West, 443.43 feet; thence North 24°44'50" West, 109.86 feet; thence North 21°31'33" West, 25.00 feet; thence South 61°27'01" West, 72.25 feet; thence North 23°03'10" West, 266.90 feet; North 19°36'50" East, 119.80 feet; thence North 21°31'33" West, 231.71 feet; thence North 08°33'17" West, 1204.63 feet to aforesaid Northerly line of Official Records Book 1375, Page 1329; thence South 74°58'14" West, along last said Northerly line, 1393.40 feet; thence South 86°33'58" West, along last said Northerly line and the Northerly line of Official Records Book 1544, Page 0810 of the Public Records of said county, 1535.86 feet; thence North 14°23'09" West, along last said Northerly line of Official Records Book 1544, Page 0810, a distance of 498.13 feet; thence North 34°43'35" West, along last said Northerly line, 200.98 feet; thence North 50°24'38" West, along last said Northerly line, 390.44 feet; thence North 06°40'33" West, along last said Northerly line, 66.40 feet to the Southerly line of lot 4 of Citation Commerce Park as per plat recorded in Map Book 0035, Pages 0061-0062 of the Public Records of said county; thence South 70°56'53" East, along last said Southerly line, 103.85 feet to the Southeast corner of said Lot 4; thence North 05°09'12" West, along the Easterly line of said Lot 4, a distance of 592.44 feet to the Southerly line of lands described in Official Records Book 0641, Page 1051 of said county; thence North 84°55'07" East, along last said Southerly line, 479.57 feet; thence North 05°11'08" West, along the Easterly line of said Official Records book 0641, page 1051, a distance of 899.94 feet to the Southerly right-of-way line of Citation Boulevard, said Southerly right-of-way line being in a curve, concave Northwesterly and having a radius of 2860.00 feet; thence Northeasterly, along said Southerly right-of-way line and along the arc of said curve, 1113.87 feet, said curve being subtended by a chord having a distance of 1106.84 feet and bearing North 64°41'02" East; thence North 53°27'45" East, continuing along said Southerly right-of-way line, 2073.88 feet to the end of said Citation Boulevard; thence North 24°40'17" West, 81.46 feet to the Southeasterly corner of Laguna Forest-Section 64 as per Plat recorded in Map Book 0018, Pages 0036-0043 of said county; thence North 25°19'21" West, along the easterly line of said Laguna Forest Section 64, a distance of 205.09 feet; thence North 36°30'37" West, continuing along last said Easterly line, 2915.74 feet to an intersection with aforesaid Westerly line of Section 20; thence North 01°30'02" West, along last said Westerly line, 97.86 feet to the **POINT OF BEGINNING** of Parcel "B" herein described.

Above described lands contain the entire plat of Grand Landings-phase 1 as recorded in Map Book 0036, Pages 0037-0047 of the Public Records of said county.

Less and except lots 5, 6, 11, 17, 18, 19, 23, 32, 33, 34, 35, 36, 37, 39, 40, 47, 48, 50, 51, 58, 63, 80, 85, 86, 88, 89, and tract "O" of the plat of Grand Landings-phase 1 as recorded in Map Book 0036, Pages 0037-0047 of the Public Records of said county.

Less and except those lands known as well site #8 and recorded in Official Records Book 0253, Page 0025 of the Public Records of said county.

Less and except those lands known as well site #9 and recorded in Official Records Book 0253, Page 0029 of the Public Records of said county.

Less and except those lands conveyed to Palm Coast Utility Corporation by Quit Claim Deed recorded in Official Records Book 0094, Page 0217 and as described in Special Warranty Deed to Florida Water Services Corporation as parcel RP 0020 and recorded in Official Records Book 0641, Pages 1051-1221 (at Page 1059) of the Public Records of said county.

Subject to a utility easement described in Official Records Book 0632, Page 1800 and shown as parcel E-0020B in Special Warranty Deed recorded in Official Records Book 0641, Pages 1051-1221 (at Pages 1217-1218) of the Public Records of said county.

Subject to a 40-foot drainage easement as recorded in Official Records Book 0549, pages 0991-1047 (at Page 1008) of the Public Records of said county. Said easement lying 40 feet westerly of and adjacent to the westerly right-of-way line of Seminole Woods Parkway and Seminole Woods Boulevard.

Subject to a 40-foot drainage easement as recorded in Official Records Book 0549, Pages 0991-1047 (at Page 1027) of the Public Records of said county. Said easement lying 40 feet easterly of and adjacent to a portion of the easterly boundary of said plat of Laguna Forest - Section 64 as per plat recorded in Map Book 0018, Pages 0036-0043.

Subject to easement recorded in Official Records Book 0010, Pages 0432-0441 (at Pages 0434-0436) of the Public Records of said county.

Subject to a non-exclusive road easement as recorded in Official Records Book 0253, Page 0027 of the public Records of said county.

Subject to a non-exclusive utility easement as recorded in Official Records Book 0600, Page 0679 of the Public Records of said county.

Subject to a temporary 50' fire access easement as recorded in Official Records Book 1622, Pages 0685-0709 (at Pages 0706-0707) of the Public Records of said county.

Subject to easement sites as recorded in Official Records Book 1654, Pages 0465-0483 of the Public Records of said county.

Subject to a non-exclusive easement for road purposes as recorded in Official Records Book 0253, Page 0027 of the Public Records of said county.

Subject to that certain glide angle easement as recorded in Official Records Book 0028, Page 0694 and Official Records Book 0030, Page 0454.



Including a parcel of land lying in Government Section 28, Township 12 South, Range 31 East, being a part of parcels 409, 413, and 414, recorded in Official Records Book 553, Pages, 1539 through 1840, of the Public Records of Flagler County, Florida, being more particularly described as follows:

A point of reference being the point of intersection of the Westerly Right-of-Way of Seminole Woods Parkway (80' R/W) and the extension of the Southerly Right-of-Way of Citation Parkway (80' R/W); thence run along the Westerly Right-of-Way of Seminole Woods Parkway South  $18^{\circ}41'34''$  West a distance of 1108.73 feet to the **POINT OF BEGINNING**; thence continue on said Right-of-Way South  $18^{\circ}41'34''$  West a distance of 1705.74 feet; thence leaving said Right-of-Way run North  $37^{\circ}18'23''$  West a distance of 417.51 feet; thence run North  $37^{\circ}16'01''$  East a distance of 307.35 feet; thence run North  $05^{\circ}58'36''$  East a distance of 997.74 feet; thence run North  $69^{\circ}24'41''$  East a distance of 696.75 feet to the **POINT OF BEGINNING**.

Said lands situated, lying and being in Flagler County, Florida.

## **Exhibit B**

### **ENLARGED AND AMENDED GRAND LANDINGS MASTER PLANNED DEVELOPMENT (MPD) AGREEMENT**

**THIS AMENDMENT TO THE FIRST AMENDED AND RESTATED PLANNED DEVELOPMENT (MPD) DEVELOPMENT AGREEMENT FOR THE GRAND LANDINGS MPD**, (herein referred to as the “First Amendment”) is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2019, 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 the owner of the subject property, **JTL GRAND LANDINGS DEVELOPMENT, LLC, a Texas limited liability company, authorized to do business in Florida** (herein referred to from time to time as the “Owner” regardless of whether singular or plural ownership status) whose address is 16475 Dallas Parkway, Suite 155, Addison, TX 75001.

#### **WITNESSETH:**

**WHEREAS**, JTL GRAND LANDINGS DEVELOPMENT, LLC, a Texas limited liability company authorized to do business in Florida, is the principal owner and developer of a 893.55 (+/-) acre site, as more particularly described on **Exhibit “A” (hereinafter “Property” or “Subject Property”)**; and

**WHEREAS** the original Planned Unit Development for Grand Landings (the “Project”) was approved by the Flagler County Commission in 2005 and is recorded in OR Book 1254, Pages 605-622 of the Public Records of Flagler County (the “2005 PUD”); and

**WHEREAS**, the current Master Plan Development Agreement for the Project was approved by the City of Palm Coast in 2018 and is recorded at OR Book 2282, Page 0377 of the Public Records of Flagler County (the “2018 MPD”) and encompasses 774.39 acres and replaces the 2005 PUD; and

**WHEREAS**, Owner desires to add another 119.16 +/- acres to the Project so it will be 893.55 +/- acres and to increase the maximum number of single-family dwellings from 749 to 1,150; and

**WHEREAS**, the City of Palm Coast Planning and Land Development Regulation Board (PLDRB) and City of Palm Coast City Council finds that this Amendment is consistent with the City's 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 of Palm Coast City Council further finds that this Amendment 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

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

#### **SECTION 1. RECITALS.**

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

#### **SECTION 2. AMENDMENTS**

The following sections shall be changed to read as follows:

1. Exhibit "A" attached to this proposed amendment shall replace and supplant all prior legal descriptions of the Project and these lands shall be subject to the Development Agreement and this Amendment.

2. **SECTION 4(a)** shall be replaced with the following. **Residential** - The portion of the Property designated as residential will consist of a maximum ~~749~~ 1,150 single family or single family attached dwelling units. Common improvements will be maintained and managed under

one or more property owners associations and ~~possible~~possibly a Community Development District, if approved by the City. If more than one property owners association is created on the Property, a Master Association will be created. The development plan for Grand Landings is generally outlined below and depicted on the updated MPD Conceptual Master Plan which is attached as an Exhibit “E”<sup>1</sup> hereto (the “Master Plan”).

Single Family attached units shall be arranged with party walls in blocks of two to four units. Supplemental performance standards for these units shall be as set forth in Section 7. The single family attached homes may be developed for either condominium or fee simple form of ownership. Single family attached, and detached homes shall have a garage in accordance with the City of Palm Coast LDC. The Conceptual Master Plan contains a level of detail satisfactory to permit the Subject Property to proceed directly to preliminary plat. Site Plans may be submitted simultaneously with preliminary plat(s) subject to review approval as provided in the LDC.

3. **SECTION 4(b) Commercial** – The portion of the Property designated as Commercial on the Conceptual Master Plan shall include up to 150,000 square feet of commercial uses as allowed for in the General Commercial (COM-2) Zoning District as depicted in Table 3-4 of the LDC. This would include uses shown as permitted (P) or by special exception (S) in Table 3-4 for the COM-2 District. A request for a Special Exception shall not be deemed an amendment to the Development Agreement or change in zoning. Uses noted with (L) may have additional limitations from the LDC specific to that use but not all limited uses are so indicated. The commercial area may be subject to its own property owners association and may not necessarily be subject to the Grand Landings Master Association. Access to the single family portion of the Subject Property shall be provided via a collector roadway traversing through the Commercial area and shall be platted in connection with development of the Residential area.

4. **SECTION 4(e). Park Areas** – That “Park” identified on the Master Plan fronting Seminole Woods Parkway has been conveyed by warranty deed to the Board of County

---

<sup>1</sup> Exhibit “E” has been updated to reflect and incorporate the conceptual plan that includes the new units as well as the existing conceptual plan.

Commissioners pursuant to the 2005 PUD. Therefore, parks and recreation concurrency for ~~749~~ 749 dwelling units on this Project is vested pursuant to the City Comprehensive Plan and LDC. The City will coordinate with the Flagler County Board of County Commissioners to develop this park land for the benefit of residents of Grand Landings and the neighboring area. For the proposed new 401 units, the Developer shall continue to pay park impact fees as outlined in the Land Development Code, as amended from time to time.

5. **SECTION 5. LAND DEVELOPMENT CODE APPLICABILITY**

(1) **Wetlands and Wetland Buffer.** Subsequent to the issuance of an Environmental Resource Permit by the St. Johns River Water Management District (SJRWMD), a Conservation Easement including upland buffer shall not be included within development lots except those lots approved by preliminary plat prior to the date of this MPD Agreement. SJRWMD and/or the Army Core of Engineers (as appropriate) shall make all determinations as it pertains to wetland permitting, upland buffers, and acceptable mitigation practices as it pertains to impacting regulated areas subject to this MPD.

6. **SECTION 5. LAND DEVELOPMENT CODE APPLICABILITY**

(15) **Soil Extraction.** Developer may, at developer's own expense, may remove fill dirt from its Property. This fill dirt may be used either onsite or offsite at Developer's sole discretion. Any location that the Developer pulls dirt from shall be reclaimed and shall resemble a natural system to the greatest extent feasible. The standards and conditions provided for in Land Development Code Section 4.03.03 shall apply to this section.

6. **SECTION 5(b)(8). Recreation** – A recreation amenity complex including active and passive recreation has been constructed on the Property. Parks and recreation concurrency for ~~749~~ 749 dwelling units on this Project vested pursuant to the City Comprehensive Plan and LDC. Recreation and amenity space for up to an additional 401 units will need to be provided by Developer.

**IN WITNESS WHEREOF,** the City and JTL GRAND LANDINGS DEVELOPMENT, LLC have caused this Development Agreement to be duly executed by his/her/its/their duly authorized representative(s) as of the date first above written.

WITNESS:  
LLC

JTL GRAND LANDINGS DEVELOPMENT,

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

By: \_\_\_\_\_  
David M. West, Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by David M. West, Manager of JTL Grand Landings Development, LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

Print Name

My Commission Expires:



CITY OF PALM COAST, FLORIDA

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

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

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

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Milissa Holland, Mayor of the City of Palm Coast, Florida, who is personally known to me.

\_\_\_\_\_  
NOTARY PUBLIC

Print Name

My Commission Expires:

## EXHIBIT "A"

### Parcel "B"

A parcel of land lying in Sections 19, 20, 21, 28, 29, and 30, all in Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

**COMMENCE** at the Northwest corner of said Section 20 and run South 01°30'02" East, along the Westerly line of said Section 20, a distance of 150.01 feet to the Northwesterly corner of lands described as tract 2 in Official Records Book 1329, Page 1277 of the Public Records of said county and the **POINT OF BEGINNING** of Parcel "B" herein described;

Thence run North 89°02'13" East, along the Northerly line of said Tract 2, a distance of 1887.28 feet to the Northeast corner of said Tract 2 and the Northwest corner of lands described as parcel C-1 in Official Records Book 1773, Page 1266; thence South 02°32'58" East, along the Westerly line of said Parcel C-1, a distance of 1766.27 feet to the Southwest corner of said parcel C-1; thence South 74°35'44" East, along the Southerly line of said parcel C-1. A distance of 3054.88 feet to the Southeast corner of said parcel C-1; thence North 28°40'19" East, along the Easterly line of said parcel C-1, 1573.31 feet to the Southerly line of lands described as parcel C-2 in said Official Records Book 1773, Page 1266; thence North 89°04'21" East, along last said Southerly line and the Southerly line of lands described as parcel 3 in said Official Records Book 1773, Page 1266, a distance of 1764.10 feet to the Westerly right-of-way line of Seminole Woods Parkway (a 124 foot right-of-way); thence South 17°03'15" East, along said Westerly right-of-way line, 1929.85 feet to the beginning of a curve, concave Westerly and having a radius of 1000.00 feet; thence Southerly, along said Westerly right-of-way line and the arc of said curve, 624.13 feet, said curve being subtended by a chord having a distance of 614.05 feet and bearing South 04°49'45" West; thence South 18°41'37" West, continuing along said Westerly right-of-way line, 415.16 feet to a jog in said Westerly right-of-way line; thence South 71°18'23" East, along said jog in Westerly right-of-way line, 22.00 feet to the Westerly right-of-way line of Seminole Woods Boulevard (an 80 foot right-of-way) and the end of said jog; thence South 18°42'27" West, along last said westerly right-of-way line, 897.66 feet; thence South 18°29'33" West, continuing along last said Westerly right-of-way line, 210.73 feet to the Northeasterly corner of lands described in Official Records Book 1623, Page 1955 of said county; thence South 69°25'15" West, along the Northerly line of said Official Records Book 1623, Page 1955, a distance of 696.65 feet, to the Northwest corner of said Official Records Book 1623, Page 1955; thence South 05°56'15" West, along the Westerly line of said Official Records Book 1623, Page 1955, a distance of 997.69 feet; thence S37°14'31" West, continuing along said Westerly line of Official Records Book 1623, Page 1955, a distance of 308.26 feet to the Northerly line of lands described in Official Records Book 1723, Page 0845; thence North 71°20'17" West along the Northerly line of said Official Records Book 1723, Page 845, a distance of 2899.90 feet to the Northwest corner of said Official records book 1723, page 845; thence South 18°31'43" West, along the Westerly line of said Official Records Book 1723, Page 845, a distance of 1202.42 feet to the Easterly line of lands described in Official Records Book 1375, Page 1329 of said county; thence North 24°13'06" West, along last said easterly line, 648.60 feet to the Northeast corner of said Official Records Book 1375, Page 1329; thence South 75°07'44" West, along last said Northerly line, 547.25 feet; thence South 16°56'05" West, 492.36 feet; thence South 39°33'00" East, 205.29 feet;

thence South 83°09'02" East, 296.11 feet; thence South 27°35'02" West, 477.92 feet; thence South 07°01'37" East, 373.59 feet; thence South 40°54'31" East, 373.09 feet; thence North 89°33'00" East, 376.08 feet; thence North 03°24'22" East, 68.13 feet; thence North 43°50'42" West, 194.13 feet; thence North 27°42'03" West, 252.43 feet; thence North 17°21'11" West, 363.39 feet; thence North 54°59'59" East, 426.05 feet; thence South 28°35'48" East, 795.82 feet; thence South 22°28'43" West, 424.41 feet; thence South 12°27'20" East, 282.17 feet; thence North 61°08'13" West, 365.39 feet; thence South 87°20'40" West, 215.08 feet; thence South 08°57'10" East, 221.74 feet; thence South 15°25'25" West, 131.43 feet; thence South 43°23'44" East, 70.31 feet; thence South 87°58'47" East, 188.15'; thence South 17°18'02" East, 245.64 feet; thence South 56°02'13" West, 256.60 feet; thence South 30°18'30" West, 338.21 feet; thence South 73°59'21" West, 259.08 feet; thence North 05°31'05" West, 521.33 feet; thence North 38°46'38" West, 155.36 feet; thence North 02°50'42" West, 443.43 feet; thence North 24°44'50" West, 109.86 feet; thence North 21°31'33" West, 25.00 feet; thence South 61°27'01" West, 72.25 feet; thence North 23°03'10" West, 266.90 feet; North 19°36'50" East, 119.80 feet; thence North 21°31'33" West, 231.71 feet; thence North 08°33'17" West, 1204.63 feet to aforesaid Northerly line of Official Records Book 1375, Page 1329; thence South 74°58'14" West, along last said Northerly line, 1393.40 feet; thence South 86°33'58" West, along last said Northerly line and the Northerly line of Official Records Book 1544, Page 0810 of the Public Records of said county, 1535.86 feet; thence North 14°23'09" West, along last said Northerly line of Official Records Book 1544, Page 0810, a distance of 498.13 feet; thence North 34°43'35" West, along last said Northerly line, 200.98 feet; thence North 50°24'38" West, along last said Northerly line, 390.44 feet; thence North 06°40'33" West, along last said Northerly line, 66.40 feet to the Southerly line of lot 4 of Citation Commerce Park as per plat recorded in Map Book 0035, Pages 0061-0062 of the Public Records of said county; thence South 70°56'53" East, along last said Southerly line, 103.85 feet to the Southeast corner of said Lot 4; thence North 05°09'12" West, along the Easterly line of said Lot 4, a distance of 592.44 feet to the Southerly line of lands described in Official Records Book 0641, Page 1051 of said county; thence North 84°55'07" East, along last said Southerly line, 479.57 feet; thence North 05°11'08" West, along the Easterly line of said Official Records book 0641, page 1051, a distance of 899.94 feet to the Southerly right-of-way line of Citation Boulevard, said Southerly right-of-way line being in a curve, concave Northwesterly and having a radius of 2860.00 feet; thence Northeasterly, along said Southerly right-of-way line and along the arc of said curve, 1113.87 feet, said curve being subtended by a chord having a distance of 1106.84 feet and bearing North 64°41'02" East; thence North 53°27'45" East, continuing along said Southerly right-of-way line, 2073.88 feet to the end of said Citation Boulevard; thence North 24°40'17" West, 81.46 feet to the Southeasterly corner of Laguna Forest-Section 64 as per Plat recorded in Map Book 0018, Pages 0036-0043 of said county; thence North 25°19'21" West, along the easterly line of said Laguna Forest Section 64, a distance of 205.09 feet; thence North 36°30'37" West, continuing along last said Easterly line, 2915.74 feet to an intersection with aforesaid Westerly line of Section 20; thence North 01°30'02" West, along last said Westerly line, 97.86 feet to the **POINT OF BEGINNING** of Parcel "B" herein described.

Above described lands contain the entire plat of Grand Landings-phase 1 as recorded in Map Book 0036, Pages 0037-0047 of the Public Records of said county.

Less and except lots 5, 6, 11, 17, 18, 19, 23, 32, 33, 34, 35, 36, 37, 39, 40, 47, 48, 50, 51, 58, 63, 80, 85, 86, 88, 89, and tract "O" of the plat of Grand Landings-phase 1 as recorded in Map Book 0036, Pages 0037-0047 of the Public Records of said county.

Less and except those lands known as well site #8 and recorded in Official Records Book 0253, Page 0025 of the Public Records of said county.

Less and except those lands known as well site #9 and recorded in Official Records Book 0253, Page 0029 of the Public Records of said county.

Less and except those lands conveyed to Palm Coast Utility Corporation by Quit Claim Deed recorded in Official Records Book 0094, Page 0217 and as described in Special Warranty Deed to Florida Water Services Corporation as parcel RP 0020 and recorded in Official Records Book 0641, Pages 1051-1221 (at Page 1059) of the Public Records of said county.

Subject to a utility easement described in Official Records Book 0632, Page 1800 and shown as parcel E-0020B in Special Warranty Deed recorded in Official Records Book 0641, Pages 1051-1221 (at Pages 1217-1218) of the Public Records of said county.

Subject to a 40-foot drainage easement as recorded in Official Records Book 0549, pages 0991-1047 (at Page 1008) of the Public Records of said county. Said easement lying 40 feet westerly of and adjacent to the westerly right-of-way line of Seminole Woods Parkway and Seminole Woods Boulevard.

Subject to a 40-foot drainage easement as recorded in Official Records Book 0549, Pages 0991-1047 (at Page 1027) of the Public Records of said county. Said easement lying 40 feet easterly of and adjacent to a portion of the easterly boundary of said plat of Laguna Forest - Section 64 as per plat recorded in Map Book 0018, Pages 0036-0043.

Subject to easement recorded in Official Records Book 0010, Pages 0432-0441 (at Pages 0434-0436) of the Public Records of said county.

Subject to a non-exclusive road easement as recorded in Official Records Book 0253, Page 0027 of the public Records of said county.

Subject to a non-exclusive utility easement as recorded in Official Records Book 0600, Page 0679 of the Public Records of said county.

Subject to a temporary 50' fire access easement as recorded in Official Records Book 1622, Pages 0685-0709 (at Pages 0706-0707) of the Public Records of said county.

Subject to easement sites as recorded in Official Records Book 1654, Pages 0465-0483 of the Public Records of said county.

Subject to a non-exclusive easement for road purposes as recorded in Official Records Book 0253, Page 0027 of the Public Records of said county.

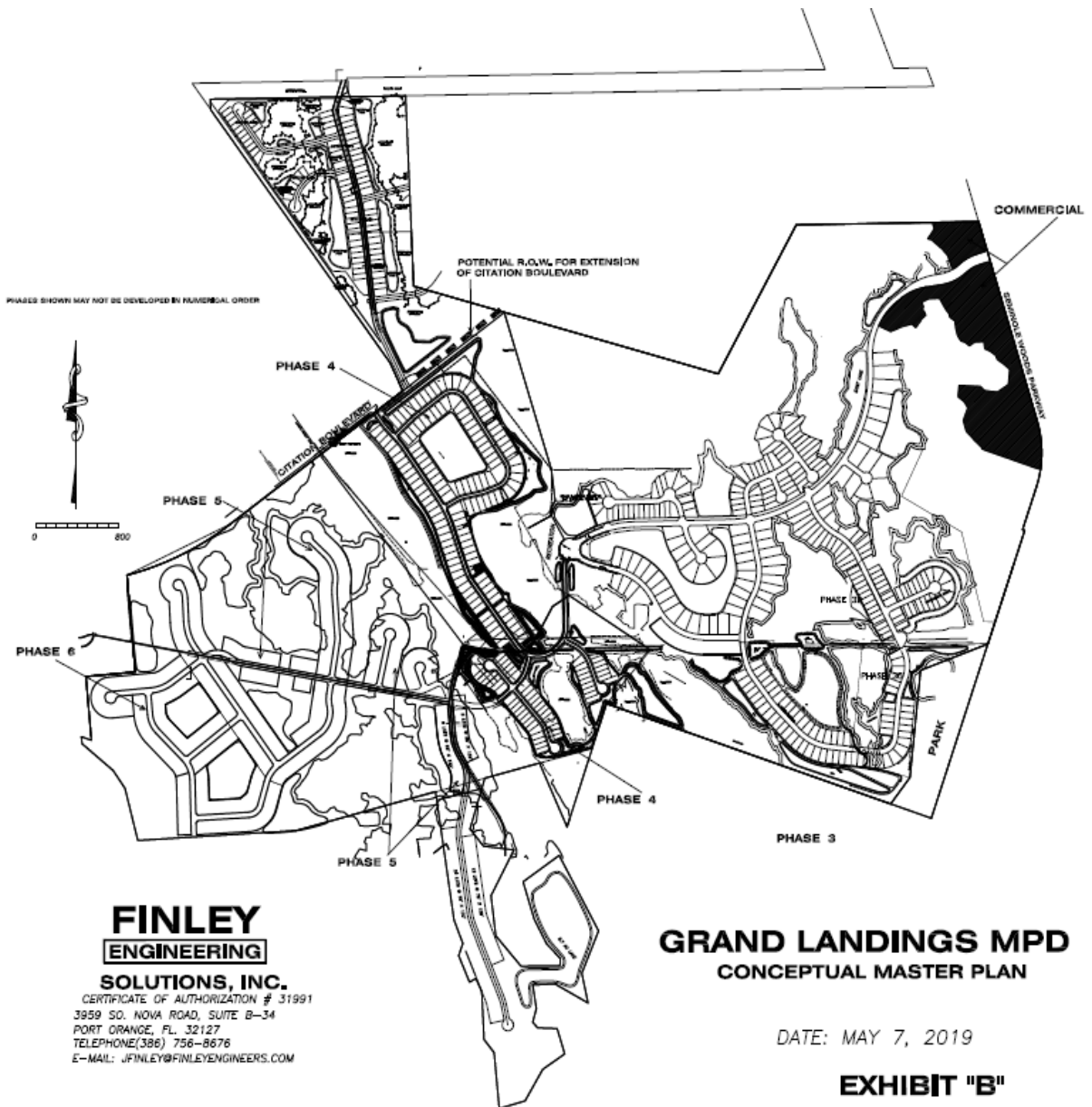
Subject to that certain glide angle easement as recorded in Official Records Book 0028, Page 0694 and Official Records Book 0030, Page 0454.

Including a parcel of land lying in Government Section 28, Township 12 South, Range 31 East, being a part of parcels 409, 413, and 414, recorded in Official Records Book 553, Pages, 1539 through 1840, of the Public Records of Flagler County, Florida, being more particularly described as follows:

A point of reference being the point of intersection of the Westerly Right-of-Way of Seminole Woods Parkway (80' R/W) and the extension of the Southerly Right-of-Way of Citation Parkway (80' R/W); thence run along the Westerly Right-of-Way of Seminole Woods Parkway South  $18^{\circ}41'34''$  West a distance of 1108.73 feet to the **POINT OF BEGINNING**; thence continue on said Right-of-Way South  $18^{\circ}41'34''$  West a distance of 1705.74 feet; thence leaving said Right-of-Way run North  $37^{\circ}18'23''$  West a distance of 417.51 feet; thence run North  $37^{\circ}16'01''$  East a distance of 307.35 feet; thence run North  $05^{\circ}58'36''$  East a distance of 997.74 feet; thence run North  $69^{\circ}24'41''$  East a distance of 696.75 feet to the **POINT OF BEGINNING**.

Said lands situated, lying and being in Flagler County, Florida.

## EXHIBIT "B"





**ORDINANCE 2018- 7**  
**AMENDMENT TO THE GRAND LANDINGS MPD &  
DEVELOPMENT AGREEMENT**

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, the notice and public hearing requirements, as provided for in Chapter 2 (Review Authority, Enforcement, and Procedures) of the City of Palm Coast Unified Land Development Code (Ordinance No. 2008-23) have been satisfied; and

**WHEREAS**, the City Council of the City of Palm Coast held duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of the various City reviewing departments, and the recommendation of the Planning and Land Development Regulation Board (PLDRB) which voted to recommend approval at the regularly scheduled meeting conducted on February 21, 2018, and after complete deliberation, the City Council hereby finds the requested change consistent with the City of Palm Coast Comprehensive Plan, and that sufficient, competent and substantial evidence supports the proposed amendment set forth hereunder; and

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

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

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

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

**SECTION 2. MPD Amendment.** The Palm Coast City Council, pursuant to the Land Development Code of the City of Palm Coast hereby enacts this Ordinance amending and restating the Grand Landings MPD & Development Agreement, attached hereto as “Attachment B,” for the property generally located west of Seminole Woods Blvd., south of State Road 100, legally described in “Attachment A” attached hereto.

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

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

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

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

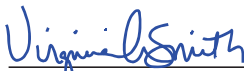
Adopted on the second reading after due public notice and hearing City of Palm Coast this 3rd day of April 2018.

**CITY OF PALM COAST, FLORIDA**



MILISSA HOLLAND, MAYOR

ATTEST:



VIRGINIA SMITH, CITY CLERK

Attachments:

Attachment A – Legal Description, Parcel IDs

Attachment B – Amended MPD Development Agreement



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

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

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

**THE FIRST AMENDED AND RESTATED MASTER PLANNED  
DEVELOPMENT (MPD) DEVELOPMENT AGREEMENT FOR THE GRAND  
LANDINGS MPD**

This Master Plan Development Agreement, (herein referred to as the "Development Agreement") is made and executed this 20TH day of March, 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 the owner of the subject property, JTL Grand Landings Development LLC, a Texas limited liability company (herein referred to from time-to-time as the "Owner" regardless of whether singular or plural ownership status) whose address is JTL GRAND LANDINGS DEVELOPMENT LLC, 16475 DALLAS PARKWAY, ADDISON, TEXAS 75001

*Witness:*

**WHEREAS**, JTL Grand Landings Development LLC, is the principal owner and developer of a 774 (+/-) acre site more commonly known as the Grand Landings, as more particularly described on Exhibit A of the amended Ordinance.

**WHEREAS**, the current Planned Unit Development (PUD) for Grand Landings (the "Project") was approved by the Flagler County Commission in 2005 and is recorded at OR Book 1254, Pages 605-622 of the Public Records of Flagler County (the "2005 PUD"); and

**WHEREAS**, as a condition of the 2005 PUD, Flagler County was conveyed an



approximately 14.79 acre park site within the Subject Property; and

**WHEREAS**, the Subject Property was annexed by the City of Palm Coast in 2007; and **WHEREAS**, the Subject Property has a Future Land Use Map designation of Residential and Mixed Use.

**WHEREAS**, this proposed Master Planned Development (MPD) Agreement will amend and replace in its entirety the approved 2005 PUD , which incorporates the City of Palm Coast Unified Land Development Code (herein referred to as the "LDC"); and

**WHEREAS**, the Owner is in voluntary agreement 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 Planning and Land Development Regulation Board (PLDRB) and City of Palm Coast City Council finds that this Development Agreement is consistent with the City's 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 of Palm Coast City Council further finds that this 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**, 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*.



1       **NOW, THEREFORE**, it is hereby resolved and agreed by and between the City and  
2 the Owner that the Master Plan Development is approved subject to the following terms  
3 and conditions:

4       **SECTION 1. RECITALS.**

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

8       **SECTION 2. REPRESENTATIONS OF OWNER.**

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

15       (b).   The Owner represents and warrants to the City that it has the power and  
16 authority to enter into and consummate the terms and conditions of this Development  
17 Agreement; that all acts, approvals, procedures, and similar matters required in order to  
18 authorize this Development Agreement have been taken, obtained or followed, as the  
19 case may be; that this Development Agreement and the proposed performance of this  
20 Development Agreement by the Owner is not an *ultra vires* act; and that, upon the  
21 execution of this Development Agreement by the parties, this Development Agreement  
22 shall be valid and binding upon the parties hereto and their successors in interest.  
23  
24

25       **SECTION 3. APPROVAL OF MASTER PLAN DEVELOPMENT**

1 (a). The City Council at its business meeting of March 20,2018,  
2 approved a Master Plan Development for the Subject Property subject to the terms and  
3 conditions of this Development Agreement.

4 (b). The Owner acknowledges that if this Development Agreement is ever  
5 terminated, the approval shall be deemed null and void and the land uses approved for  
6 the Subject Property shall no longer be permitted, unless otherwise approved by the  
7 City Council.

8 (c). The current provisions of the LDC, as may be amended from time-to-time,  
9 shall be applicable to the Subject Property unless otherwise specifically stated herein.  
10 Any City Code provision not specifically so identified will not be affected by the terms of  
11 this Agreement, and will be subject to enforcement and change under the same criteria  
12 as if no Agreement-were in effect.  
13

#### 14 **SECTION 4. PROJECT DESCRIPTION**

15 (a). Residential. The portion of the Property designated as Residential will  
16 consist of a maximum 749 single family or single family attached dwelling units.  
17 Common improvements will be maintained and managed under one or more property  
18 owner's associations and possibly a Community Development District, if approved by  
19 the City. If more than one property owner's association is created on the Property, a  
20 Master Association will be created. The development plan for Grand Landings is  
21 generally outlined below and depicted on the MPD Conceptual Master Plan which is  
22 attached as an **Exhibit " E"** hereto (the "Master Plan").  
23

24 Single Family Attached units shall be arranged with party walls in blocks of two to  
25 four units. Supplemental performance standards for these units shall be as set forth in



1 Section 7. The single family attached homes may be developed for either condominium  
2 or fee.simple form of ownership. Single family attached and detached homes shall have  
3 a garage in accordance with the City of Palm Coast LDC. The Conceptual Master Plan  
4 contains a level of detail satisfactory to permit the Subject Property to proceed directly  
5 to preliminary plat. Site Plans may be submitted simultaneously with preliminary plat(s)  
6 subject to review approval as provided for in the LDC.

7 (b) Commercial - The portion of the Property designated as Commercial on  
8 the Conceptual Master Plan shall include up to 150,000 square feet of neighborhood  
9 commercial and shopping center development to include uses permitted (P) or uses  
10 only approved by special exception (S) as shown in **Exhibit "C"** Table 1.1 of this  
11 agreeme'nt. A request for a Special Exception shall not be deemed an amendment to  
12 this Development Agreement or change in zoning. Uses noted with (L) are noted to  
13 have additional limitations from the Land Development Code specific to that use but not  
14 all limited uses are so indicated. The commercial area may be subject to its own  
15 property owner's association and may not necessarily be subject to the Grand Landings  
16 Master Association. Access to the single family portion of the Subject Property shall be  
17 provided via a collector roadway traversing through the commercial area and shall be  
18 Is patted in connection with development of the residential area.

19 (c). Temporary Sales/Construction Trailers - Temporary sales and  
20 construction trailers may be located within the MPD, subject to review and approval at  
21 the time of site development plan approval in accordance with the LDC.

22 (d). Common Areas - Common areas are located throughout the MPD and  
23 shall include open space, landscape areas, recreation (active and passive) as well as  
24 sales centers.

25

1 (e). Park Areas - That "Park" identified on the Master Plan fronting Seminole  
2 Woods Parkway has been conveyed by warranty deed to the Board of County  
3 Commissioners pursuant to the 2005 PUD. Therefore, parks and recreation  
4 concurrency for 749 dwelling units on this Project is vested pursuant to the City  
5 Comprehensive Plan and LDC. The City will coordinate with the Flagler County Board of  
6 County Commissioners to develop this park land for the benefit of Grand Landings and  
7 the neighboring area.

8 **SECTION 5. DEVELOPMENT PLAN**

9 (a) The Master Plan depicts the general layout of the entire development.  
10 The exact location of structures, lot lines, roadways, internal landscape buffers,  
11 wetlands, drainage facilities and other improvements shown on the Master Plan may be  
12 modified during review of the site development plans and Subdivision plat and plans.  
13

14 (b) Adjustments to the Site Plan are anticipated to occur during the site  
15 development plan and subdivision plat review processes. Revisions which meet the  
16 intent and purpose of the City's Comprehensive Plan and LDC shall be approved by the  
17 Land Use Administrator (LUA), as long as the substantial integrity of the original Master  
18 Plan and the development standards contained herein are maintained. Any  
19 modification to the Master Plan that increases the intensity or types of development  
20 uses, or reduces the total amount of open space, or decreases the size of any perimeter  
21 buffer within the Property shall require the approval of the City Council following the  
22 review and recommendation of the Planning and Land Development Regulation Board  
23 (PLDRB).  
24  
25



(c) The MPD may be developed in multiple 'phases. All infrastructure necessary to support each phase of the MPD shall be constructed with that phase as a condition of site development plan or preliminary plat approval.

#### SECTION 5. LAND DEVELOPMENT CODE APPLICABILITY

(a) The Land Development Code of the City "LDC" applies to the Grand Landings Property and development within it, unless expressly otherwise provided in this MPD.

(b) The requirements of this Section supersede any inconsistent provisions of the LDC or other ordinances of the City.

Wetlands and Wetland Buffer. Subsequent to the issuance of an Environmental Resource Permit by the St. Johns River Water Management District (SJRWMD), a conservation easement in favor of the SJRWMD shall be recorded. Conservation Easements including the upland buffer shall not be included within development lots except those lots approved by preliminary plat prior to the date of this MPD agreement.

An average minimum of twenty-five (25) feet but not less than fifteen (15) feet natural upland buffer shall be provided around all wetlands areas not being directly impacted by development.

However, Where direct wetlands are impacted are impacted created by the development plan, buffering and mitigation requirements, consistent with the SJRWMD permit shall be provided.

Activities within the upland buffer shall be limited to the removal of invasive vegetation, wildfire mitigation, installation of essential utilities and permitted trail crossings.

(2) Stormwater. The Property is being developed with privately maintained roads and a privately maintained drainage system. Stormwater runoff from the Project will be conveyed to on-site stormwater retention systems by means of grassed swales, curb gutters, and an underground drainage pipe system. The

1 stormwater retention systems onsite may be interconnected with such systems on  
2 adjacent sites, subject to approval of the St. Johns River Water Management District  
3 and the City.

4 (3) Roadways/Rights-of-Way. Internal access to all residential  
5 structures and the amenities shall be provided by rights-of-way to be maintained by the  
6 Associations or a Community Development District, if approved by the City. Cul-de-  
7 sacs shall have a 120' right-of-way diameter and a 100' pavement diameter. A 110'  
8 right-of-way diameter may be used where no sidewalk is constructed. Islands may be  
9 constructed in the cul-de-sacs so long as a minimum asphalt roadway width of twenty-  
10 four (24) feet is maintained. All roadways, turn lanes and signalization that are internal  
11 to the Project will be constructed in accordance with applicable City standards and the  
12 City of Palm Coast LDC. Upon development of the lands shown as Phase 4 on the  
13 Conceptual Master Plan, emergency vehicle access shall be permitted through the  
14 Property at all times to provide convenient access between Citation Boulevard and  
15 Seminole Woods Parkway.  
16

17 (4) Landscape. Efforts to preserve and enhance the project design will be  
18 achieved through adjustments of building, parking, roadway and stormwater location (as  
19 outlined below) and through supplemental landscaping that will blend with the natural  
20 vegetation yet carefully accentuate the residential areas, entrances, and other common  
21 spaces. All reasonable efforts shall be made to preserve existing native trees and  
22 vegetation on the site.

23 General landscaping around parking lots, roadways, entrances, residential  
24 buildings, and other common areas will be landscaped with ornamental and native plant  
25



1 materials and in accordance with the LDC. These areas will be landscaped to include  
2 pockets of preserved trees, enhanced street frontage landscaping, garden courtyards,  
3 foundation and other types of landscaping to reflect outdoor spaces and to blend with  
4 the natural vegetation. All ornamental landscape beds and lawn areas will have  
5 supplemental irrigation. Xeriscape landscaping will be used where feasible.

6 (5) Signage. Directional signage for recreation and other amenities  
7 may be provided throughout the development, providing that none of these signs  
8 exceed six (6) square feet in size. Directional signs shall be uniform and consistent in  
9 design throughout the residential community and shall be located in a tract or easement  
10 designated for signage and maintained by common property association or CDD (if  
11 approved by the City). Directional signage may include the identity of the facility or  
12 amenity.  
13

14 The residential entrance sign on Seminole Woods Parkway may be located  
15 within the area designated as commercial within an easement or tract adjacent to  
16 Seminole Woods Parkway.

17 Neighborhood identity signs may be located along the main internal road in  
18 accordance with residential entrance sign criteria in the LDC.

19 The project's commercial signage within the area designated as commercial  
20 shall comply with the provisions of the LDC for such property. All signage will be  
21 consistent and uniform in design. All signs will comply with the setbacks and sight  
22 clearance requirements of the LDC.  
23

24 (6) Entry Features. Entrance/exit roadways to the project shall be  
25 constructed from Seminole Woods Parkway and Citation Parkway in the approximate

1 location as shown on the Conceptual Master Plan. The Owner reserves the right to  
2 construct secured entry gates. Vehicular access shall be designed to accommodate  
3 emergency vehicle access at both access locations, pursuant to dimensional  
4 requirements defined by the City of Palm Coast Codes and Section 6(b)(3) of this  
5 Agreement.

6 (7) Roads, Streets and Alleys. The Property is being developed with  
7 privately maintained roads.

8 (8) Recreation. A recreation amenity complex to include active and  
9 passive recreation will be constructed on the Property. Parks and recreation  
10 concurrency for 749 dwelling units on this Project is vested pursuant to the City  
11 Comprehensive Plan and LDC.

12 (9) Pedestrian Access. Five foot wide concrete sidewalks will be  
13 constructed on one side of all major internal roads and cul-de-sacs exceeding 250 feet  
14 in length (measured from the centerline of the intersection to the center of the cul-de-  
15 sac circle) to provide reasonable access between residential structures, commercial  
16 development and amenities, and for access and passive recreation needs.

17 A continuous pedestrian/bicycle path of ten feet (10') in width shall be  
18 constructed by the Owner within public rights-of-way along all the Property fronting  
19 Seminole Woods Parkway. Such path shall be constructed at the time of development  
20 of the lands fronting on Seminole Woods Parkway.

21 (10) Lighting. Decorative pole mounted lighting fixtures no more than 18'  
22 high shall be provided throughout the MPD. Additional landscape lighting may include  
23  
24  
25



1 low level lighting and occasional accent lighting. The locations of such fixtures shall be  
2 further described at the time of site development plan approval.

3 (11) Silvicultural Activities. The City recognizes that the development of  
4 the property will occur over time and in phases, and that various portions of the  
5 property, which are not required by Owner for active development in accordance with  
6 this Development Agreement may continue to be used for silvicultural activities.

7 Silvicultural activities shall be prohibited in that portion of the property which  
8 consists of wetland and upland areas to be preserved, and those areas immediately  
9 adjacent to wetlands which will be used as buffers to the wetland areas, except for  
10 wetland and upland enhancement purposes and mitigation approved by the SJRWMD.

11 (12) Florida Black Bear Protection. The Owner shall cooperatively work  
12 with the City to minimize the potential of Florida Black Bear nuisance occurrences within  
13 the project area. At no cost to the City, the Owner will allow Grand Landings  
14 recreational facilities to be utilized to conduct public-outreach events to the benefit of  
15 the project residents and for Florida Black Bear protection.

16 (13) Wildfire Mitigation. The Project will incorporate principles of Firewise  
17 communities, which may include, but not be limited to: (i) the use of select building  
18 materials which are fire resistant, (ii) community design principles, such as lot  
19 vegetation management, use of landscaping materials, and suggesting fire break at  
20 perimeters, and (iii) the provision of Firewise educational material. Moreover, the  
21 Owner, at its election, may cut or remove understory growth consistent with the  
22 principles of Firewise communities to minimize the threat of wild fires.  
23  
24  
25

(14) Donation of Right-of-Way for the extension of Citation Boulevard. In exchange for the cost of providing a multi-use path along Citation Blvd., the Owner commits to reserve and donate lands to the City by warranty deed, free and clear of title defects and environmental issues, a 100' right-of-way for the potential extension of Citation Boulevard from the current terminus of the available right-of-way (approximately 950' from Laguna Forest Trail) to a point adjacent to the extent of the Owner's property (approximately 1,000 feet), as generally depicted on Exhibit C. The actual location shall not interfere with the Owner's development of the Subject Property nor shall the Owner have any obligation to fund or contribute any improvement necessary for the City to construct the potential extension of Citation Boulevard.

#### **SECTION 7. SITE DEVELOPMENT PLAN**

(a) The following table lists the site development requirements that are applicable within the Property.

**Table of Site Development Requirements**

TYPE	SINGLE FAMILY ATTACHED	SINGLE FAMILY DETACHED	COMMERCIAL AND AMENITY CENTER
Lot Width Minimum <sup>1</sup>	20' Lots/100' Project	<del>50'</del> 45'	100'
Lot Size Minimum	2,000 Sq.Ft./ 3 Acres Project	<del>6,250</del> 5,000 Sq.Ft.	
Living Area Minimum	800 Sq.Ft.	1,200 Sq.Ft.	<b>N/A</b>
Height Maximum <sup>2</sup>	35'	35'	35'
Setbacks from Street Minimums	<sup>3</sup> Arterial/ Collector Road 25' Local Road 20' Or Landscape Buffer whichever is greater	<b>N/A</b>	Arterial/Collector Road 25' Local Road 20' Or Landscape Buffer whichever is greater
Front Setback Minimum	20'	20'	<b>N/A</b>
Interior Side Yard Setback Minimum		5'	10'
Rear Setback Minimum	5'	15'	10' Interior boundary
Side Street Setback Minimum	15'	15'	<b>N/A</b>



1	Max Impervious Coverage	<sup>5</sup> 70.00%	55.00%	70.00%
2	Maximum in PUD	<sup>6</sup> Combined 50%		

<sup>1</sup> Single Family lots on cul-de-sacs and curves shall have a minimum 35' width on the road frontage so long as the lot width meets the minimum lot width at setback.

<sup>2</sup> Roof heights shall be measured in accordance with LDC

<sup>3</sup> Setback applies to project, not to individual Single Family Attached Lots.

<sup>4</sup> 20' between buildings

<sup>5</sup> Impervious is calculated on the whole project rather than individual lots.

<sup>6</sup> Townhomes shall never total greater than 25% of the lots.

#### 6 Additional Dimensional Requirements

1. All setbacks will be measured from the lot line to the foundation of the structure.

2. Single Family Accessory Structures

a. All accessory structures, other than garages, shall be located behind the adjacent front or side street building footprint of the principal structures. Fences located on the side street may meet the minimum setback but must be located behind the building footprint of the principal structure in the front street side.

b. 5' minimum side or rear yard setback for accessory structures, to include sheds, screen enclosures without roofs, patios without roofs, gazebos, or pool decks.

c. Sideways or walkways are allowed within the setback areas.

d. 5' minimum side yard setback for single family driveways. Cul-de-sac lots may have a portion of the driveway encroach into the side yard setback but only to the minimum extent feasible to allow for ingress and egress to the garage.

(d) Airport Operations. The Project is proximate to a public airport, and is subject to various FAA regulations. Any construction within 20,000 feet of a runway is subject to FAA Form 7460-1, Air. Space Study Checklist. Owner shall also provide disclosure to all potential purchasers of the prior existence of the airport at closing, as well as including such notice within Covenants, Conditions and Restrictions applicable to the Property.

(e) Emergency Services. Fire protection requirements for the Project will be met through a system of fire hydrants installed on the site by the Owner in accordance with City standards. The locations of fire hydrants will be shown on the final site plans or Subdivision Plans. The water requirements for the fire system will be served by the City.

1 (f) Parking. Parking shall comply with the LDC

2 (g) Maintenance The Common Areas and other land that are owned  
3 or controlled by a property owner's association will be maintained by the property  
4 owner's association or Community Development District, if approved.

5 (h) Services. All services for the Property, including utilities, fire  
6 protection, solid waste, telephone, electricity, cable television, fiber optics, and  
7 stormwater management shall be provided by the responsible parties. All new utilities  
8 serving the project shall be installed underground except wells and pump stations.

9 Existing wells and pump stations and overhead power lines shall not be required to be  
10 placed underground. Water and wastewater services are to be provided by the City of  
11 Palm Coast.

12 **SECTION 8. BREACH: ENFORCEMENT: ALTERNATIVE DISPUTE RESOLUTION.**

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

16 (b). In the event that a dispute arises under this Development Agreement, the  
17 parties shall attempt to resolve all disputes informally. In the event of a failure to  
18 informally resolve all disputes, the City and Owner agree to engage in mediation before  
19 a certified Circuit Court mediator selected by the parties. In the event that the parties  
20 fail to agree to a mediator, a certified mediator may be selected by mutual consent of  
21 the City and the Owner. The parties shall equally pay all costs of mediation. A party  
22 who unreasonably refuses to submit to mediation, may not later object in Circuit Court  
23  
24  
25



1 that the other party failed to comply with this Section 8(b) by not participating in the  
2 mediation prior to filing suit.

3 (c). Prior to the City filing any action or terminating this Development Agreement  
4 as a result of a default under this Development Agreement, the City shall first provide  
5 the Owner written notice of the said default. Upon receipt of said notice, the Owner  
6 shall be provided a thirty (30) day period in which to cure the default to the reasonable  
7 satisfaction of the City prior to the City filing said action or terminating this Development  
8 Agreement. If thirty (30) days is not a reasonable period of time in which to cure the  
9 default, the length of the cure period shall be extended for a time period acceptable to  
10 the City, but in no case shall the cure period exceed ninety (90) days from the initial  
11 notification of default. Upon proper termination of the Development Agreement, the  
12 Owner shall immediately be divested of all rights and privileges granted hereunder.

13 **SECTION 9. NOTICES.**

14  
15 (a). All notices required or permitted to be given under this Agreement must be  
16 in writing and must be delivered to the City or the Owner at its address set forth below  
17 (or such other address as may be hereafter be designated in writing by such party).

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

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

24 (d). The parties' addresses for the delivery of all such notices are as follows:  
25

1           As to the City:           City Manager  
2                                   160 Lake Avenue  
3                                   Palm Coast, Florida, 32164

4           As to the Owner:       JTL Grand Landings Development LLC  
5                                   1647r Dallas Pkwy  
6                                   Addison, Texas 75001

7 **SECTION 10. SEVERABILITY.**

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

14 **SECTION 11. SUCCESSORS AND ASSIGNS.**

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

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

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

23 **SECTION 12. GOVERNING LAW/NENUE/COMPLIANCE WITH LAW.**



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

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

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

8 (d). Without waiving the Owner's potential rights, remedies and protections or  
9 the City's defenses pursuant to Chapter 70 of the Florida Statutes, as may be amended,  
10 this Development Agreement shall not limit the future exercise of the police powers of  
11 the City to enact ordinances, standards, or rules regulating development generally  
12 applicable to the entire area of the City, such as requiring compliance with the City  
13 capital facilities plan; parks master plan, including parks and trail dedications; utility  
14 construction and connections; mandating utility capacities; requiring street development  
15 or other such similar land development regulations and requirements.

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

19 (f). This Development Agreement shall also not be construed to prohibit the  
20 City from adopting lawful impact fees applicable to the Owner and the Master Plan  
21 Development authorized hereunder.

22 **SECTION 13. TERM / EFFECTIVE DATE.**  
23

24 This Development Agreement shall be effective upon adoption by the City  
25

1 Council of the City of Palm Coast, Florida and execution of this Development  
2 Agreement by all parties.

3 **SECTION 14. RECORDATION.**

4 Upon adoption by the City Council of the City of Palm Coast, Florida and  
5 execution of this Development Agreement by all parties, this Development Agreement  
6 and any and all amendments hereto shall be recorded by the City with the Clerk of the  
7 Circuit Court of Flagler County within thirty (30) days after its execution by the City and  
8 the Development Agreement shall run with the land.

9 **SECTION 15. PERMITS.**

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

14 (b). The terms and conditions of this Development Agreement determine  
15 concurrency for the project.

16 (c). All development and impact fees charged by the City for construction or  
17 development of subdivisions or site plans shall be paid by the Owner at the time the City  
18 issues a building permit or a certificate of occupancy.

19 **SECTION 16. THIRD PARTY RIGHTS.**

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

22 **SECTION 17. TIME IS OF THE ESSENCE.**

23 (a). Strict compliance shall be required with each and every provision of this  
24  
25



1 Development Agreement.

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

4 **SECTION 18. ATTORNEY'S FEES.**

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

9 **SECTION 19. FORCE MAJEURE.**

10 The parties agree that in the event that the failure by either party to accomplish  
11 any action required hereunder within a specific time period ("Time Period") constitutes a  
12 default under terms of this Development Agreement and, if any such failure is due to  
13 any unforeseeable or unpredictable event or condition beyond the control of such party  
14 including, but not limited to, acts of God, acts of government authority (other than the  
15 City's own acts), acts of public enemy or war, terrorism, riots, civil disturbances, power  
16 failure, shortages of labor or materials, injunction or other court proceedings beyond the  
17 control of such party, or severe adverse weather conditions ("Uncontrollable Event"),  
18 then notwithstanding any provision of this Development Agreement to the contrary, that  
19 failure shall not constitute a default under this Development Agreement and any Time  
20 Period prescribed hereunder shall be extended by the amount of time that such party  
21 was unable to perform solely due to the Uncontrollable Event.  
22

23 **SECTION 20. CAPTIONS.**

24 Sections and other captions contained in this Development Agreement are for  
25



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

3 **SECTION 21. INTERPRETATION.**

4 (a). The Owner and the City agree that all words, terms and conditions  
5 contained herein are to be read in concert, each with the other, and that a provision  
6 contained under one (1) heading may be considered to be equally applicable under  
7 another in the interpretation of this Development Agreement.

8 (b). This Development Agreement shall not be construed more strictly against  
9 either party on the basis of being the drafter ther of, and both parties have contributed  
10 to the drafting of this Development Agreement subject, however, to the provisions of  
11 Section 19.

12 **SECTION 22. FURTHER ASSURANCES.**

13 Each party agrees to sign any other and further instruments and documents  
14 consistent herewith, as may be necessary and proper to give complete effect to the  
15 terms of this Agreement.  
16

17 **SECTION 23. COUNTERPARTS.**

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

21 **SECTION 24. MODIFICATIONS / AMENDMENTS / NON-WAIVER.**

22 (a). Amendments to and waivers of the provisions herein shall be made by the  
23 parties only in writing by formal amendment. This Development Agreement shall not be  
24 modified or amended except by written agreement executed by all parties hereto and  
25

1 upon approval of the City Council of the City of Palm Coast.

2 (b). Failure of any party hereto to exercise any right hereunder shall  
3 not be

4 deemed a waiver of any such right and shall not affect the right of such party to  
5 exercise

6 at some future date any such right or any other right it may have.

7 **SECTION 25. ENTIRE AGREEMENT: EFFECT ON PRIOR**  
8 **AGREEMENTS.**

9 This Development Agreement constitutes the entire agreement between  
10 the

11 parties and supersedes all previous oral discussions, understandings, and  
12 agreements

13 of any kind and nature as between the parties relating to the subject  
14 matter of this

15 Development Agreement.





## Grand Landings MPD EXHIBIT "C"

Table 1-1. Use Table

Specific Use Type*	
<b>Civic, Nonprofit &amp; Institutional</b>	
Civic Uses: town hall, libraries, museums	P
Civic Uses: police, fire, postal service	P
Civic Clubs and Fraternal Organizations (L)	P
Hospice Services	P
Hospitals	P
Houses of Worship/Religious Institutions (L)	P
Nonprofit Organizations, (e.g., Humane Societies) (L)	P
<b>Eating, Drinking and Entertainment</b>	
Bars, Taverns, and Nightclubs (without discotheques and/or live entertainment) (L)	P
Bars, Taverns, Nightclubs (with discotheques and/or live entertainment) (L)	S
Beer, Wine, and Liquor Stores (L)	P
Cafeterias, Snack bars, Sandwich Shops, Delicatessens, Bakeries	P
Performing Arts Facilities (e.g. dinner theaters)	S
Pizza Delivery Establishments and Takeout Places (L)	P
Restaurants, with Drive-through	P
Restaurants, Sit-Down	P
<b>Educational Facilities</b>	
Elementary/Secondary Schools (public and private) (L)	P
Colleges/Universities	S
<b>Laboratories</b>	
Medical and Diagnostic Laboratories	S
Dental Labs	P
<b>Office, Medical and Professional</b>	
Banks and Credit Unions	P
Building Contractors	S
Mail Order Facilities	P
Medical and Professional Offices	P
Outpatient Care Facilities	P
Scientific and Technical (e.g. architects, engineers, design, programming, and consulting)	P
Temporary Employment Agencies and Management Services	P
Veterinarians (without kennels/post-operative care only)	P

Specific Use Type*	
<b>Recreation and Tourism</b>	
Bed and Breakfast Inns	P
Hotels	P
Marinas (Commercial) (L)	P
Motels	P
Public Parks and Recreation Facilities	P
Recreation, Indoor	P
Recreation, Outdoor	P
<b>Residential</b>	
Assisted Living Facilities, Nursing Homes	P
Caretaker's Dwellings	S
Dormitories	S
<b>Retail Sales and Services</b>	
Art Dealers	P
Automotive Parts (e.g. accessories and tires)	S
Building Material Stores (paint, hardware)	P
Clothing and Accessory Stores (e.g. shoes and luggage)	P
Retail (L)	P
Florists	P
Food and Beverage Stores (supermarkets and specialty foods)	P
Furniture and Home Furnishings Stores	P
Home Improvement Centers	P
Large-Scale Retail Centers (L)	P
Lawn and Garden Equipment and Supplies Stores	P
Model Home Centers (L)	P
Pet (domestic) Stores	P
Plant Nurseries	P
Photo Finishing	P
Sporting Goods, Hobby, Book and Music Stores	P
Used Merchandise Stores	S
<b>Service, Business</b>	
Printing and Publishing	S
All other business services	P
<b>Service, Personal</b>	
Adult Day Care Centers	P
Bail Bonding	S



Specific Use Type <sup>1</sup>	
Child Day Care Centers	P
Funeral Homes	S
Tarot Card, Psychic, and Palm Readings	S
Tattooing, Body Piercing, and other Body Art	S
All other personal service uses	P
<b>Service, Major</b>	
Kennels and Animal Boarding	S
Landscaping Services	P
Repair Services for Commercial and Industrial Machinery and Equipment	S
<b>Training Facilities</b>	
Automobile Driver Schools	P
Technical/Trade Schools	P
<b>Utilities and Public Works</b>	
LP Gas Dealer and Bulk Storage	S
Municipal Pump Stations and Well Sites	P
Power Generation and Distribution (electric and gas) Facilities	S
Passenger Transit or Rail Stations	P
Wireless Communication Facilities (L)	P
<b>Vehicle Sales, Rental, Service, and Repair</b>	
Automotive, Recreational Vehicle, and Boat Dealers	S
Car Washes	S
Commercial & Industrial Machinery & Equipment Rental and Leasing	S
Convenience Stores with Fueling Facilities (L)	pt
Motorcycle Dealers	P
Service Stations	P
Taxi and Limousine Services	P
Vehicle Rental/Leasing	S
Vehicle Repair	S
<b>Warehousing</b>	
Mini-warehouses, Office Warehouses and Self-Storage	S
Warehouse/Distribution Facilities (less than 50,000 sq ft)	S

<sup>1</sup> If subject property is within five hundred (500) feet of any residential property, a special exception for the use is required in accordance with the LDC

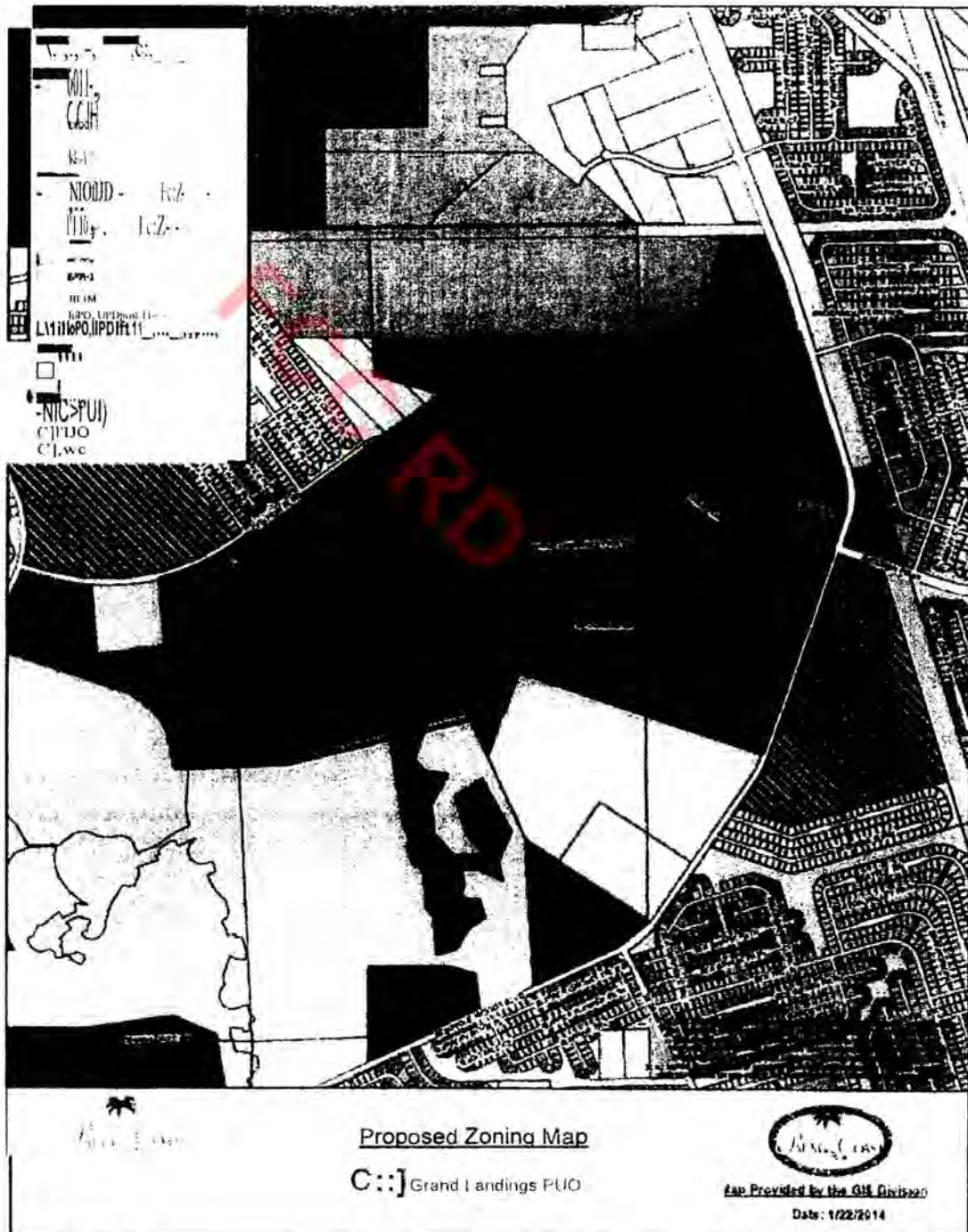
\* Definition of uses within the glossary of the LDC applies to the uses in the table

\*\* P= Permitted Use

\*\* S= Special Exception approval required

(L) = Additional limitations specific to that use in the Land Development Code

EXHIBIT D-Depiction of Proposed Zoning Map



Amendment



**COMMUNITY DEVELOPMENT DEPARTMENT  
STAFF REPORT FOR GRAND LANDINGS MPD AMENDMENT  
CITY COUNCIL  
MAY 21, 2018**

## OVERVIEW

**Application Number:** 3951

**Applicant:** Michael D. Chiumento III, agent for property owner

**Property Description:** 893.6+/- acres located south of the Flagler County Airport on the west side of Seminole Woods Parkway

<b>Property Owners:</b>	JTL Grand Landings Development, LLC
<b>Parcel ID #:</b>	Numerous
<b>Current FLUM designation:</b>	See companion FLUM Amendment #3952
<b>Current Zoning designation:</b>	Master Planned Development (Mixed Uses) and various Flagler County PUD categories
<b>Current Use:</b>	Single-family subdivision and vacant land

**Requested Action:** Enlargement and Modification to the Grand Landings Master Planned Development (MPD) Agreement

**Recommendation:** Approval

## ANALYSIS

### REQUESTED ACTION

JTL Grand Landings Development, LLC as the owner and developer has requested an amendment to the Grand Landings MPD in order to expand the size of the MPD by 119.2 acres from 774.4 acres to 893.6 acres; to increase the allowed single-family homes (only attached and detached single-family homes are allowed) by 401 homes from 749 homes to 1,150 homes; to allow soil extraction activities; and to clarify standards for wetland permitting, providing recreational amenities and allowed commercial uses. The lands being added to the MPD currently have various Flagler County PUD Zoning categories.

### BACKGROUND/SITE HISTORY

The Grand Landings MPD was adopted May 6, 2014. The original project was approved by the Flagler County Commission in 2005 and annexed into the City of Palm Coast in 2007. The 2014 Ordinance amended and replaced the Flagler County PUD and incorporated the requirements of City's Unified Land Development Code.

The first amended and restated Grand Landings MPD Agreement was adopted by the City Council on April 3, 2018 (Ordinance #2018-7) with the key provision reducing the single-family minimum lot width from 50 feet to 45 feet and minimum lot size from 6,250 square feet to 5,000 square feet.

Grand Landings has been under construction and approximately 200 homes have currently been completed. This MPD amendment was reviewed by the Planning and Land Development Regulation Board on May 15, 2019.

## LAND USE AND ZONING INFORMATION

Currently the Grand Landings MPD is a mixed use project of 774.4 acres which allows for up to 749 single-family detached or attached homes and a commercial area along Seminole Woods Boulevard for up to 150,000 square feet of commercial uses.

The proposed amendment would enlarge the MPD to 893.6 acres, increase the number of allowed single-family homes to 1,150, clarify that the commercial uses allowed would be those under the General Commercial (COM-2) District of the LDC, on-site soil extraction activities would be allowed, and wetland permitting would be under the applicable guidelines from St. Johns River Water Management District and/or Army Corps of Engineers.

## ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.05.05

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

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

**Staff Finding:** This amendment to the Grand Landings MPD Agreement is not in conflict with, or contrary to, the public interest as the proposed land uses are already permitted within the MPD. The amendment will primarily just expand the size of the MPD by 119.2 acres and allow an additional 401 single-family homes. The additional rooftops within the MPD will make the allowed commercial portion of the MPD along Seminole Woods Boulevard more viable.

*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 1.1.2.2 – Permitted densities and intensities within a MPD shall generally follow those allowed within the corresponding zoning districts associated with the land use designation assigned to the property. Deviations from these density and intensity standards may be permissible in order to promote and encourage creatively planned projects and in recognition of special geographical features, environmental conditions, economic issues, or other unique circumstances.*

The proposed key modifications to the existing MPD Development Agreement will allow the residential portion of the MPD to increase its density from about one unit per acre to approximately one and a third unit per acre. These are very low densities for a single-family project.



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

**Staff Finding:** Nearby area roadways and public utilities are available to serve this large project and the proposed changes will not create any significant financial liability or hardship for 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 proposed key modifications to the MPD Development Agreement will only allow additional single-family uses that are already permitted in the MPD to expand outside onto another adjacent 119.2 acres that are being added to the MPD. These changes will not come close to creating any issues as outlined above.

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

**Staff Finding:** The subject property will be required to comply with the development standards of the City's Land Development Code, the Comprehensive Plan, and the requirements of all other applicable agencies throughout the development process.

#### **ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.09.04**

The Unified Land Development Code, Chapter 2, Part II, Sec. 2.09.04 states, *"The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, when reviewing a master planned development application:"*

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

**Staff Finding:** The proposed application remains consistent and will further the goals and objectives of the Comprehensive Plan.

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

**Staff Finding:** The development standards proposed in the MPD remain generally consistent with the standards established for other developments of a similar nature.

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

**Staff Finding:** The proposed changes will not will not cause the MPD Agreement to further depart from customary standards in the LDC.

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

**Staff Finding:** The proposed uses are similar to other newer mixed use development in Palm Coast and are compatible with the surrounding neighborhoods.

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



**Staff Finding:** The subject project will be analyzed in further detail to determine if there is adequate public infrastructure capacity to serve the development. Other public service needs will be reviewed in more detail as development progresses. The subject project will be required to pay applicable impact fees to accommodate its impact on the public infrastructure and services.

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

**Staff Finding:** The various tracts within the MPD have been set up where they can be adequately developed independently.

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

**Staff Finding:** A traffic impact study will be provided during the preliminary plat stage to demonstrate that all roadways within the study area with the project's traffic included will operate at an acceptable level of service.

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

**Staff Finding:** None of the proposed changes are requesting any further departures from the Land Development Code.

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

**Staff Finding:** The proposed changes will align with previously approved plats within the Grand Landings MPD.

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

**Staff Finding:** The landowners will submit a current environmental resource study prior to approval of a Technical Site Plan or a Preliminary Plat for any new project within the MPD.

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

**Staff Finding:** The additional 401 residential units will add rooftops which will make the previously approved commercial uses on the eastern side of the MPD more viable as a mixed use development and also provide more housing options within Palm Coast than are currently offered by the large number of vacant ITT lots that are still available.

## **PUBLIC PARTICIPATION**

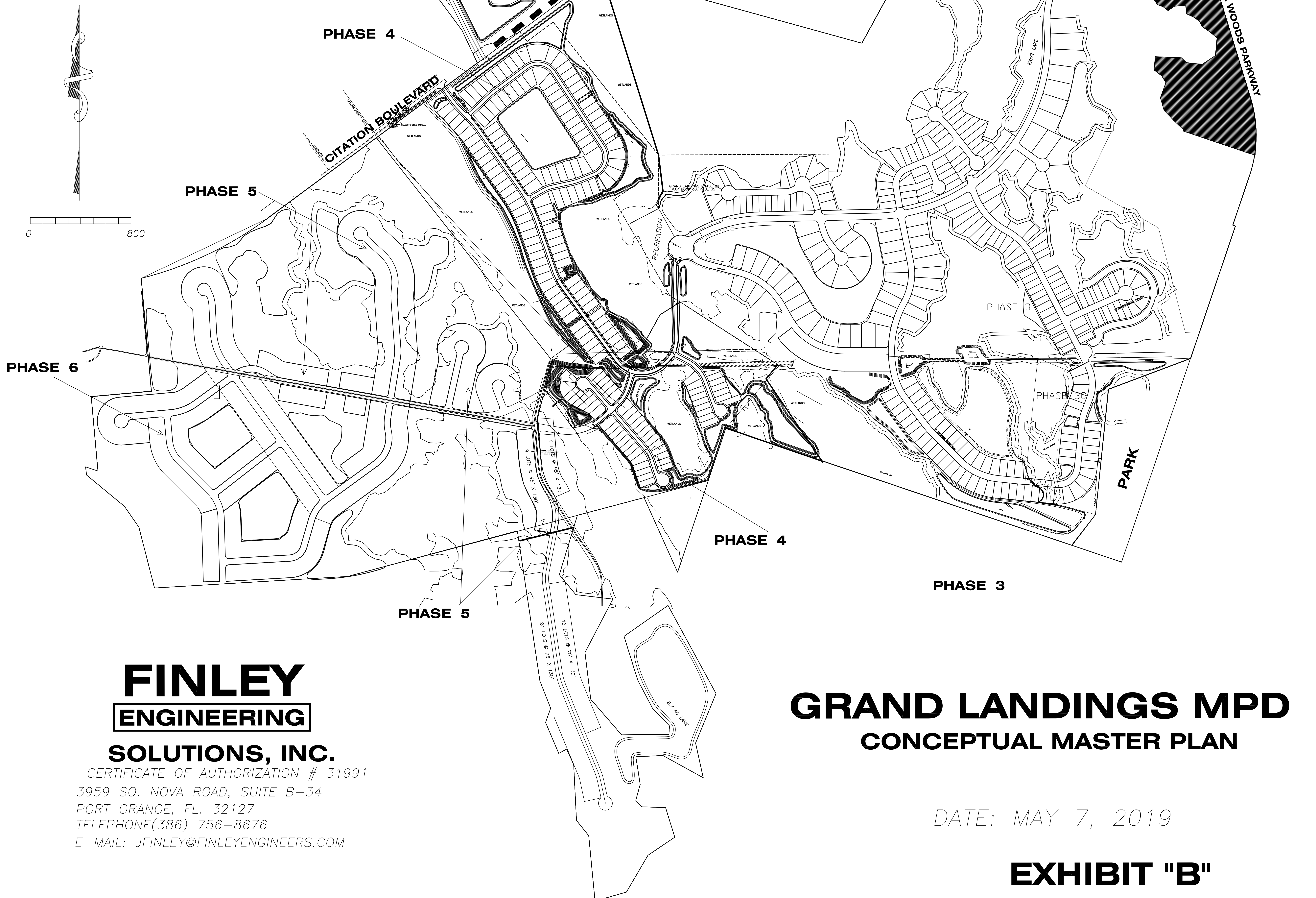
The developer erected three City provided signs by April 30, 2019, along Seminole Woods Boulevard, Citation Boulevard and Grand Landings Parkway notifying citizens of the upcoming public hearings for the Planning and Land Development Regulation Board on May 15, 2019 and City Council on May 21, 2019.

The developer mailed notices to property owners within 300 feet of a Neighborhood Information Meeting (NIM) that was held at 6:00 PM on May 6, 2019, in the media room of Flagler Palm Coast High School. Forty-four neighbors attended this NIM with the vast majority of them being current residents of Grand Landings. Also attending, were the developer, his agents, and one City Planner. The majority of the concerns brought forward involved HOA issues such as the gated access and construction entrance.

#### **RECOMMENDATION**

Planning staff recommends the City Council approve this amendment to the Grand Landings MPD Agreement, Application No. 3951 as presented.

PHASES SHOWN MAY NOT BE DEVELOPED IN NUMERICAL ORDER



**FINLEY**  
**ENGINEERING**  
**SOLUTIONS, INC.**

CERTIFICATE OF AUTHORIZATION # 31991  
3959 SO. NOVA ROAD, SUITE B-34  
PORT ORANGE, FL. 32127  
TELEPHONE (386) 756-8676  
E-MAIL: JFINLEY@FINLEYENGINEERS.COM

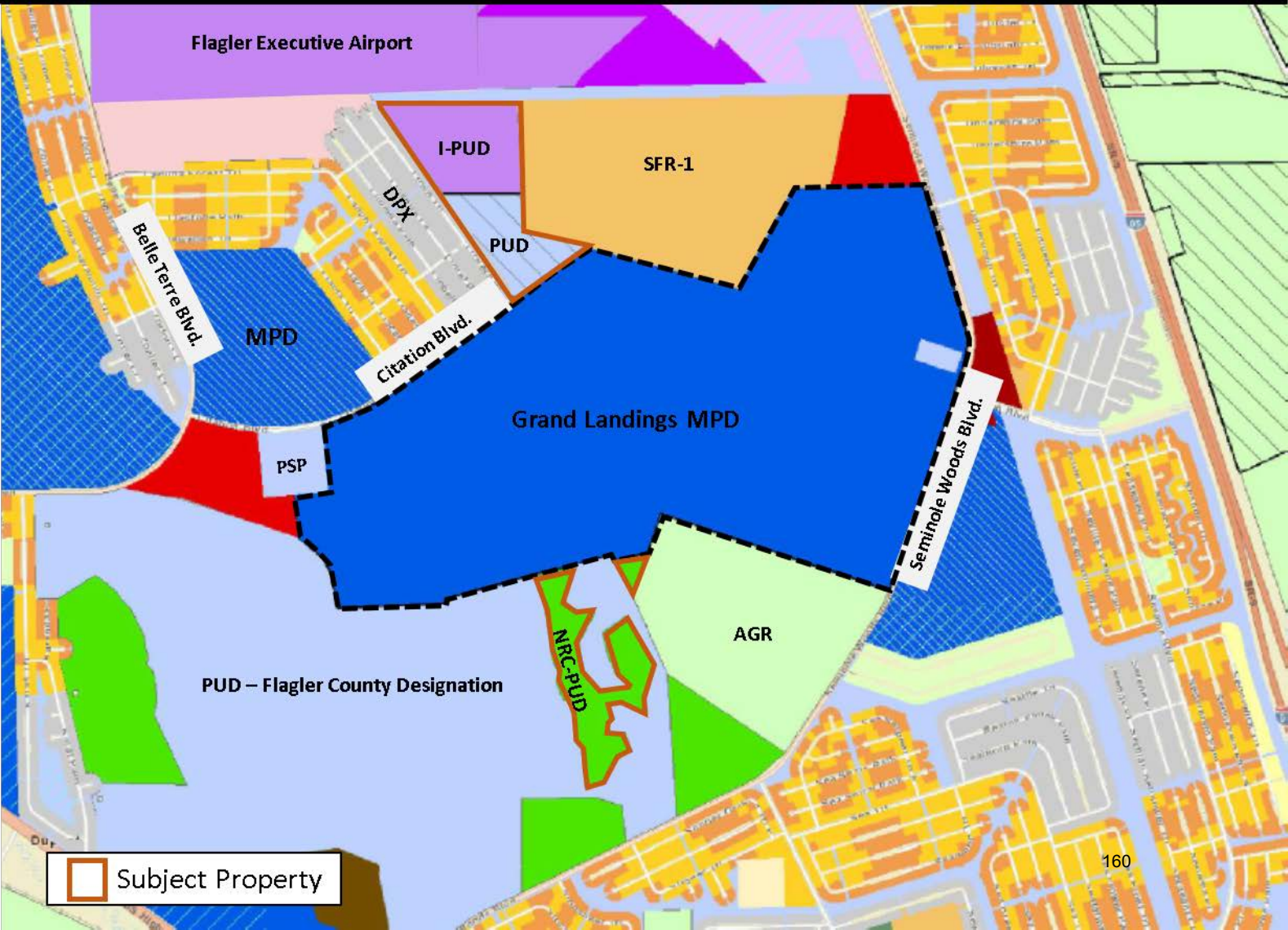
**GRAND LANDINGS MPD**  
**CONCEPTUAL MASTER PLAN**

DATE: MAY 7, 2019

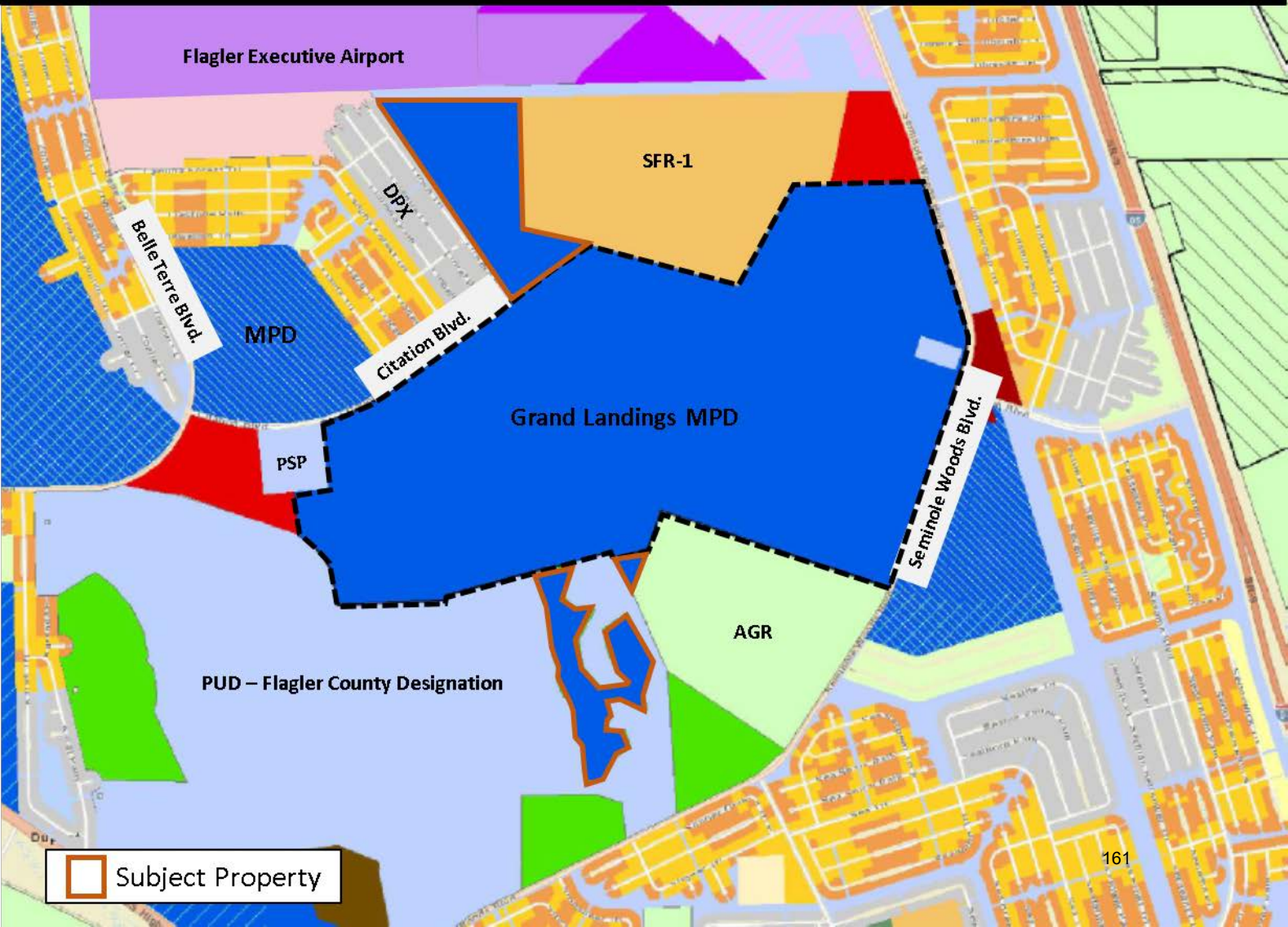
**EXHIBIT "B"**



# Grand Landings – Current Zoning Map



# Grand Landings – Proposed Zoning Map





**MEMORANDUM**

**TO: RAY TYNER  
BILL HOOVER  
JOSE PAPA**

**CC: JEFF DOUGLAS**

**FROM: MICHAEL D. CHIUMENTO III**

**DATE: MAY 9, 2019**

**RE: JTL GRAND LANDINGS  
NEIGHBORHOOD MEETING MAY 6, 2019**

---

On Monday, May 6, 2019 at 6:00 p.m. at Flagler Palm Coast High School we held the required Neighborhood Information Meeting. Attached please find the sign-in sheet from the meeting. Below please find a list of questions and/or comments asked by those in attendance.

1. Projection of when development will be done
2. Commercial/Townhome when
3. Obtain parcel of land outside gate
4. Clubhouse is good
5. Look at percentage of common area for maintenance
6. Parking at amenities center – plan for expansion
7. Single family detached or attached
8. Where will Townhouses will be located
9. Gate, not gated; Construction entrance not being enforced
10. Any reason why gate be down: why want traffic open
11. Why not keep gate limited hours of sales hours
12. Will back gate be part of phase 4
13. Responsible for security at the construction gate
14. Can we get your help on getting sheriff to sign agreement for patrol
15. What is max density on the development
16. Are other builders being considered
17. Construction entrance at Phase 4
18. Will you attend board meetings

19. How do we address the wear and tear on the roads
20. Should we fix any drainage structure issues
21. Kid safety to school bus

NAME

email

THOMAS BELL

tcbell45@gmail.com

Robert Myer

Robertmyer@bellsouth.net

BOB + SUE GREEN

sue817@bellsouth.net

LARRY A. LEHTONEN

LEHTONENL@BELLSouth.NET

Joyce Jones

jjones1957@gmail.com

Mary Coombs

coombsmek@hotmail.com

DAVE ROBERTSON

robertsond41@yahoo.com

Gertrude Hannah

gertrude.hannah@att.net

RICH McLEAN

RICHMC323@YAHOO.COM

JEFF BAKER

jeffpattybaker2bellsouth.net

STAN BUSNOWSKI

stanski01@gmail.com

Vicki Matheny

vicki\_matheny@hotmail.com

Robin Sturiale

robin.sturiale@gmail.com

Steve Boyens

steveboyens@yahoo.com

Cher Boyens

cpboyens@yahoo.com

Darlene Cowell

bytb724@gmail.com

Bill Powers

powersincd@msn.com

Howard Edgin

HE1304@gmail.com

Tom Nugent

TNugentFL@gmail.com

BRYANT THORPE

bcoolt1@aol.com

BRENDA THORPE

bwtrip1@aol.com

Lee Dungey

LeeCDungey@yahoo.com

Nancy Dungey

nwells99@yahoo.com

Barbara Shipman

colliegirls@outlook.com

Tom Cornell

TCORNELL@BELLSouth.NET

Nancy Smith

VINCENT MASTROSINO

SPARKY360@bellsouth.net

Richard + Toni Rubin

BILL O'HARA

GARY Glenn

Tony + Barbara Moretti

DAVE NANCY TANNEN

Jackie Lehtonen

Karen + Matt DeBella

13 Rickyd @ Gmail . Com

billy018337@aol.com

ESCAPEFRM.NY @ HOTMAIL . Com

Tcmjr11@gmail.com

Daniel 0847@AOL.COM

Lehtonenjac@aol.com

SKi13@BrightHouse.com

**From:** Michael Chiumento III  
**Date:** May 16, 2019 at 3:59:52 PM EDT  
**To:** Ray Tyner  
**Subject:** JTL Grand Landings

Mr. Tyner,

As you may recall from last night's meeting, my client volunteered his time to meet with the residents of Grand Landings to discuss some of the operational issues the HOA is having and how my client may assist them. We requested to have that meeting tomorrow afternoon with the resident. This morning, we asked the HOA Board to confirm this and also volunteered to have it Monday. As of now, the HOA has not responded.

To avoid confusion at Tuesday's Council meeting regarding HOA operational issues (hours of operation of the gate, landscape, pool capacity, etc.) rather than zoning matters, we would like to ask the Council for a continuance for the rezoning only. We intend to ask for a continuance until June 18, 2019. During this period, we will continue to discuss these operational issues with the residents.

This request in no way should delay the Comprehensive Plan amendment application which we desire to keep on the Tuesday's agenda.

Should you have any questions, please call me.

**Michael D. Chiumento III**  
Managing Partner





# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 05/21/2019

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	6605	<b>Account</b>
<b>Subject</b>	ORDINANCE 2019-XX FUTURE LAND USE MAP AMENDMENT FOR 7.1 +/- ACRE PARCEL LOCATED 500' NORTHEAST OF OLD KINGS ROAD EXTENSION AND MATANZAS WOODS PARKWAY INTERSECTION FROM GREENBELT TO MIXED USE-MATANZAS RETAIL CENTER	
<b>Background:</b>	<p>The proposed comprehensive plan amendment is for a 7.1+/- acre parcel located approximately 500 feet northeast of the intersection of Old Kings Rd. extension and Matanzas Woods Pkwy. The proposed amendment will change the Future Land Use Map (FLUM) designation of the subject parcel from Greenbelt to Mixed Use.</p> <p>In addition to the FLUM amendment, there is a companion application to change the zoning of the parcel from Public/Semipublic to Master Planned Development (MPD). The MPD zoning is proposed to cover an approximately 29 acre area.</p> <p>The subject property is currently owned by the City of Palm Coast and is used as a stormwater pond. The parcel was part of an approved land swap with the City (Sept. 2018) to acquire the subject 7.1 acre parcel in exchange for approximately 9+/- acres.</p> <p>The proposed amendment was reviewed for the following:</p> <p>An analysis of the proposed amendment's impacts on public facilities and infrastructure does not indicate significant impacts to public facilities (i.e. the impacts do not exceed the accepted Level of Service). Furthermore, the impacts will be reviewed in greater detail during the site plan review process.</p> <p>Review of the environmental impacts does not indicate a significant impact on the environmental resources since the amendment will not encroach into the wetland areas (designated Conservation on the Future Land Use Map) to the west.</p> <p>Finally, the proposed amendment was reviewed for consistency with goals, objectives, and policies of the City's Comprehensive Plan and is found to be consistent with the following goals, objectives, and policies:</p> <p>Mixed Use designation is consistent with the designation of the surrounding parcels and is appropriate at proposed location, promoting compact and contiguous development and a mixture of land uses, that the location and timing of new development is coordinated with the provision of public facilities through the use of growth management measures being included in the Land Development Code (LDC) such as development phasing, programming, and appropriate sizing of public facilities, and that the development of employment centers are at close proximity to housing and transportation corridors for convenience to residents.</p>	

Neighborhood Meeting

Consistent with the requirements of the Land Development Code (LDC), a neighborhood meeting was held on January 22, 2019. Per previous City Council direction, City staff attended the neighborhood meeting as well.

On April 17, 2019, the Planning and Land Development Regulation Board (PLDRB) held a public hearing on this proposed amendment. The PLDRB had minimal comments and approved the item with a condition for the applicant to clean the site per FDEP guidelines. There were no comments from the public.

**Recommended Action:** Planning Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that the City Council approve an amendment to the Future Land Use Map (FLUM) for 7.1 +/- acres from Greenbelt to Mixed Use.

**ORDINANCE 2019-\_\_\_\_\_**  
**MATANZAS WOODS RETAIL CENTER COMPREHENSIVE PLAN**  
**AMENDMENT**  
**APPLICATION # 3856**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE CITY OF PALM COAST 2035 COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED, PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION FOR A 7.1+/- ACRE PARCEL OF LAND LOCATED 500 FEET NORTHEAST OF OLD KINGS ROAD EXTENSION AND MATANZAS WOODS PKWY. INTERSECTION AS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, FROM GREENBELT TO MIXED USE, PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE**

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

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

**WHEREAS**, the Palm Coast Planning and Land Development Regulation Board (PLDRB) considered findings and recommendation of staff, citizens, and all interested parties submitting written and oral comments regarding amending the Future Land Use Map (FLUM) for a 7.1+/- acre parcel of land identified as Flagler County Tax Parcel Identification Number 25-10-30-0000-01020-0050 described in Exhibit “A” from Future Land Use Map designation of Greenbelt to Mixed Use at a public hearing on April 17, 2019; and

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

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

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

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

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

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

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

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

**SECTION 2. FUTURE LAND USE MAP AMENDED.** The 7.1+/- acre parcel of land, identified as Flagler County Tax Parcel Identification Number 25-10-30-0000-01020-0050, generally located 500 feet northeast of Old Kings Rd. Extension/Matanzas Woods Pkwy. intersection, as legally described and shown in Exhibit "A", attached hereto, is hereby amended from the Future Land Use Map designation of Greenbelt to Mixed Use.

**SECTION 3. CODIFICATION/INSTRUCTIONS TO CODE CODIFIER.** Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Palm Coast Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

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

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall become effective thirty-one (31) days after enactment by the City Council. If challenged under the controlling provisions of State law within thirty (30) days after enactment, this small scale development amendment shall not become effective until the State land planning agency (the Florida Department of Economic Opportunity) or the Administration Commission, respectively, issues a final order determining this small scale development amendment is in compliance.

**APPROVED** on first reading after due public notice and public hearing the 21st day of May 2019.

**ADOPTED** on second reading after due public notice and public hearing the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

***ATTEST:***

**CITY OF PALM COAST, FLORIDA**

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

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

Attachments:

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

Exhibit "B" – Revised FLUM.

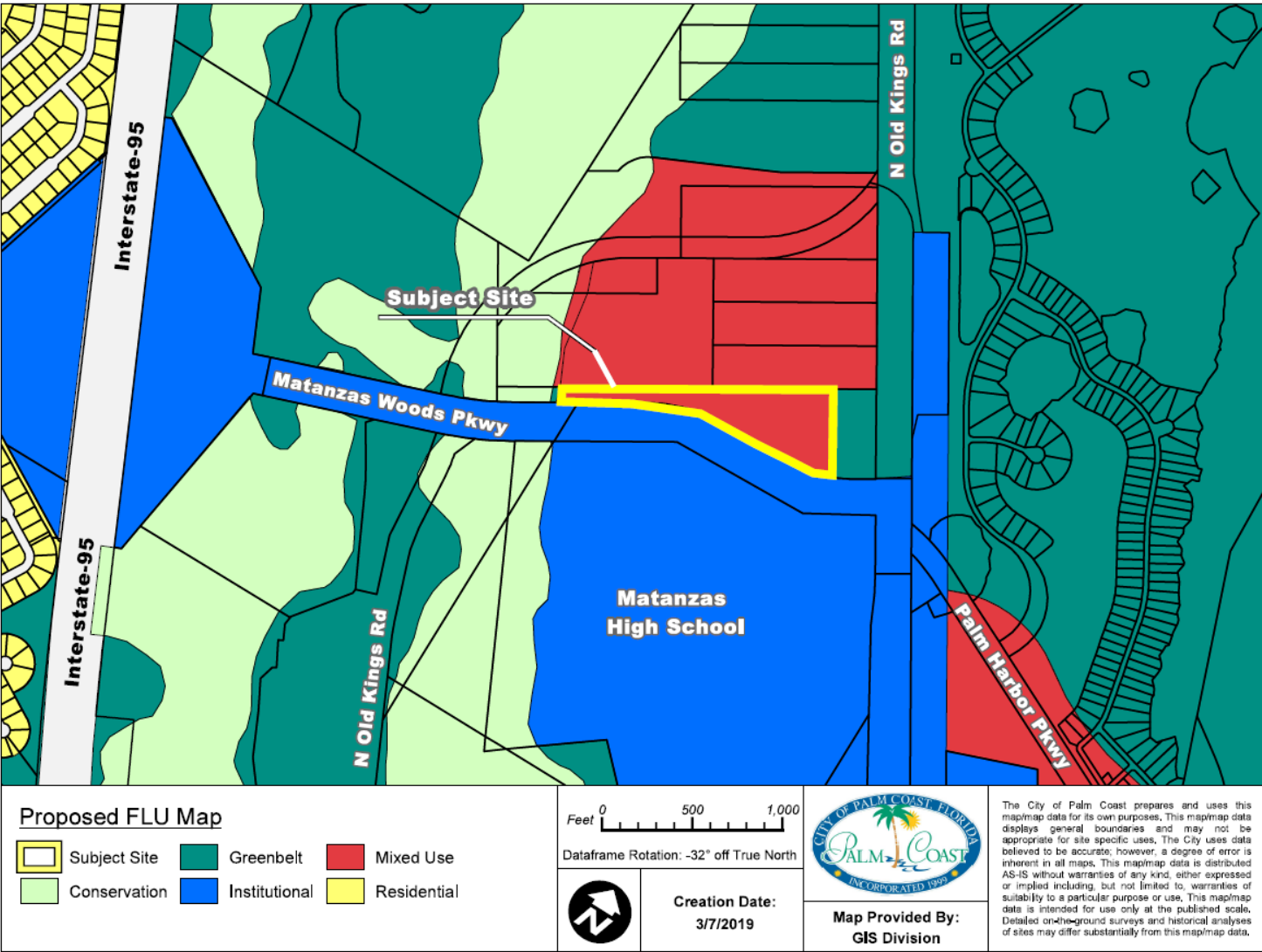


**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A portion of Section 25 Township 10 South, Range 30 East, Flagler County, Florida and being more particularly described as follows: Commence at the intersection of the Easterly right of way line of Interstate 95 and the Northerly 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 70°01'31" East along said Northerly right of way line, 986.76 feet to the point of curvature of a curve to the left being concave Northwesterly; thence continue along said right of way line and along and around the arc of said curve having a radius of 1899.89 feet, an arc distance of 387.19 feet, said arc being subtended by a chord bearing and distance of North 64°04'32" East 386.52 feet to the point of tangency of said curve; thence North 58°21'57" East along said Northerly right of way line, 235.89 feet to the Point of Beginning; thence continue North 58°21'57" East along said Northerly right of way line 510.93 feet to the point of curvature of a curve to the right; thence continue along said right of way line and along and around the arc of said curve an arc distance of 405.21 feet, said arc being subtended by a chord bearing and distance of North 72°52'24" East 400.89 feet to the point of tangency of said curve; thence continue along said right of way line North 87°23'01" East 466.80 feet to the point of curvature of a curve to the left; thence continue along said right of way line and along and around the arc of said curve being concave Northerly and having a radius of 700.00 feet, an arc distance of 233.07 feet, said arc being subtended by a chord bearing and distance of North 77°50'44" East 231.99 feet; thence departing said right of way line, North 31°38'15" West 488.31 feet; thence South 58°20'44" West 1506.13 feet; thence South 18°18'32" East 85.84 feet to the Point of Beginning.

Lands thus described contains 7.08 acres more or less.

# **EXHIBIT “B”** **ORDINANCE NO. 2019-\_\_\_\_\_**



Document Path: \\giserv01\GIS Server\WORKSPACE\JacobElser\service\_request\sr14374\_MR\_MatanzasWoodsMPD\_FLUMatanzasWoodsMPD\_flumProposed\_8000.mxd



**COMMUNITY DEVELOPMENT DEPARTMENT  
CITY COUNCIL STAFF REPORT  
April 26, 2019**

---

**OVERVIEW**

**Application #:** 3856

**Applicant:** David J. Heekin

**Property Description:**

<b>Property Owner:</b>	City of Palm Coast (proposed as part of a land swap with Matanzas Holdings, LLC)
<b>Location:</b>	500 feet northeast of Old Kings Rd. extension/Matanzas Woods Pkwy.
<b>Real Estate ID #:</b>	25-10-30-0000-01020-0050
<b>Current FLUM designation:</b>	Greenbelt
<b>Current Zoning designation:</b>	Public/Semipublic
<b>Current Use:</b>	Stormwater pond
<b>Size of subject property:</b>	7.1 +/- acres

**Requested Action:** Future Land Use Map (FLUM) amendment for 7.1+/- acre parcel from Greenbelt to Mixed Use

**Recommendation:** Staff and the Planning and Land Development Regulation Board recommend that City Council Approve the proposed Future Land Use Map (FLUM) Amendment

**Project Planner:** José Papa, AICP, Senior Planner

---

**ANALYSIS**

**Background**

The subject parcel is currently owned by the City of Palm Coast and is used as a stormwater pond to serve Matanzas Woods Pkwy. An adjacent land owner Matanzas Holdings, LLC has proposed a land exchange that would result in Matanzas Holdings, LLC acquiring the subject parcel in exchange for 9+/- acres in the vicinity. The exchanged lands from Matanzas Holdings, LLC are currently vacant and designated as Mixed Use and Conservation on the FLUM.

There is a companion zoning map amendment for the remainder of the property to designate an approximately 29 acre area as a Master Planned Development (MPD) for commercial uses.

To comply with this standard, the applicant notified neighboring property owners via regular mail on January 9, 2019, of an upcoming neighborhood information meeting that was held on January 22, 2019 at 6:00 p.m. in the Media Room at Matanzas High School. A total of three persons attended this meeting including Matanzas High School Principal Jeffrey Reaves, the applicant's engineer Curt Wimpee, PE of Alliant Engineering, Inc. and City Senior Planner Bill Hoover. Principal Jeffrey Reaves mentioned his concern about access points for the proposed shopping center and how those would work for students, teachers and visitors to the school. Curt Wimpee, PE showed each of the project's access points including those for pedestrians and bicyclists. Principal Reaves stated that he would request to have David Freeman of the Flagler County School Board follow up with the City and the developer as the project went through the development review processes.

#### **PLDRB Public Hearing - April 17, 2019**

The Planning and Land Development Regulation Board held a public hearing to discuss the application for the FLUM amendment. The PLDRB did not have questions on the FLUM amendment and there were no speakers from the public.

#### **DENSITY/INTENSITY AND POPULATION**

The proposed FLUM of Mixed Use permits a maximum Floor to Area Ratio (FAR) intensity of .55. and a maximum density of 15 dwelling units/acre. The current FLUM of Greenbelt permits a maximum density of 1 unit/acre and a maximum FAR of .30. The proposed FLUM will result in a net increase of 76,992 sq. ft. of non-residential development or a net increase of 99 dwelling units (See Table 1 and 1a).

<b>TABLE 1 - FLUM DESIGNATION MAXIMUM DENSITY/INTENSITY ALLOWED (NON-RESIDENTIAL USE)</b>			
	<b># of Acres</b>	<b>Maximum FAR</b>	<b>Maximum Sq. Ft.<sup>(1)</sup></b>
<b>Proposed FLUM: Mixed Use</b>	7.07	0.55	169383
<b>Current FLUM: Greenbelt</b>	7.07	0.30	92391
<b>NET CHANGE</b>		Increase	76992
<b>Footnotes:</b>			
<sup>(1)</sup> <i>Max Sq. Ft. = # of Acres X Max. FAR X 43560 sq.ft/acre</i>			

<b>TABLE 1a - FLUM DESIGNATION MAXIMUM DENSITY/INTENSITY ALLOWED (RESIDENTIAL USE)</b>			
	<b># of Acres</b>	<b>Maximum Density</b>	<b>Maximum # of units<sup>(1)</sup></b>
<b>Proposed FLUM: Mixed Use</b>	7.07	15 units/acre	106
<b>Current FLUM: Greenbelt</b>	7.07	1 unit/acre	7
<b>NET CHANGE</b>		Increase	99
<b>Footnotes:</b>			
<sup>(1)</sup> <i>Max. # of units = # of Acres X Maximum Density</i>			

#### **PUBLIC FACILITIES AVAILABILITY/IMPACT ANALYSIS (MAXIMUM DEVELOPMENT POTENTIAL)**

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

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

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

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

The current FLUM designation of Greenbelt permits a maximum residential density of 1 dwelling units/acre and a maximum FAR of .30 of Institutional Use. In comparison, the proposed Mixed Use designation allows a maximum .55 FAR of commercial use and/or 15 dwelling units/acre.

The public facility impact analysis based on the maximum non-residential and residential development potential is provided in below in Table 2.



Table 2 Public Facilities Impact Analysis

Density <sup>(1)</sup>	# of units or square feet of development	Transportation (PHT) <sup>(2)</sup>	Potable Water (GPD) <sup>(3)</sup>	Sanitary Sewer (GPD) <sup>(4)</sup>	Solid Waste (lbs./day) <sup>(5)</sup>	Recreation and Parks (8 acres/ 1000 pop.) <sup>(6)</sup>	Public Education (students) <sup>(7)</sup>	Stormwater Drainage <sup>(8)</sup>
<b>Proposed FLUM designation - Mixed Use (7.07 acres)</b>								
Max Non-residential Use-.55 FAR Shopping Center	169,383	632	28,795	16,938	--	--	--	N/A
(minus) 34% pass-by trips for shopping center		215						
Max. Residential Use (15 units/acre)	106.05				2,191	2.0	26	
	<b>Total</b>	417	28795	16938	2191	2	26	N/A
<b>Current FLUM designation - Greenbelt (7.07 acres)</b>								
Max. Non-residential Use - .30 FAR Hospital	92,391	259	15,706	9,239	--	--	--	N/A
Max. Residential Use (1 unit/acre)	7.1				146	0.1	1.7	
	<b>Total</b>	259	15706	9239	146	0.1	1.7	
<b>Net Change</b>		<b>158</b>	<b>13,089</b>	<b>7,699</b>	<b>2,045</b>	<b>1.9</b>	<b>24.3</b>	<b>N/A</b>

**Footnotes:**<sup>(1)</sup> Calculation of Density: Lot Size (acre)\*# of units/acre<sup>(1)</sup> Calculation of Intensity: Lot Size (acre)\*43560\*FAR<sup>(2)</sup> Transportation: Non-residential PM Peak Hour Trips (PHT), Mixed Use = ITE Code 820: Shopping Center = 3.73/1000 sq. ft. based on average rate in ITE Manual, 8th Edition<sup>(2)</sup> Transportation: Non-residential PM Peak Hour Trips (PHT), Greenbelt Use = ITE Code 610: Hospital, based on trip generation per formula  $T = .78(x) + 186.59$  in ITETrip, Generation Manual, 8th Edition,  $X = 1000$  sq. ft. Gross Floor Area<sup>(3)</sup> Potable Water: Residential = # of units\*2.4\*125 gallons/capita/day<sup>(3)</sup> Potable Water: Commercial = 17 gpd/100 sq. ft.<sup>(4)</sup> Wastewater: Residential = # of units\*2.4\*82 gallons/capita/day<sup>(4)</sup> Wastewater: Commercial = 10 gpd/100 sq. ft.<sup>(5)</sup> Solid Waste: Residential Demand = # of units\*2.40\*8.61 lbs/capita/day<sup>(5)</sup> Solid Waste: No Level of Service Requirement for Non-residential<sup>(6)</sup> Recreation and Parks: Residential Demand = # of units \* 2.40 \*8 acres/1000 persons<sup>(6)</sup> Recreation and Parks = No LOS Requirement for Non-residential<sup>(7)</sup> Public Education Residential: = Based on multiplier provided by Flagler County School District. See Table 3.<sup>(7)</sup> Public Education Non-Residential = No LOS Requirement for Non-residential<sup>(8)</sup> Stormwater/Drainage: Stormwater Treatment will be reviewed for consistency with adopted LOS, during site plan approval process.**Public Facilities Impact Analysis****Transportation**

The proposed FLUM amendment will have a maximum potential net increase of 158 peak hour trips. Matanzas Woods Parkway between US-1 and Palm Harbor Pkwy. currently operate at a Level of Service of "C". Old Kings Rd. between Matanzas Woods Pkwy. and Palm Coast Pkwy. currently operate at a Level of Service between "B" and "C". Further analysis of the traffic impact will be conducted at the time of site plan application.

**Potable Water**

The proposed FLUM amendment will have a maximum potential net increase in demand for potable water of .013 MGD. Water Treatment Plants #1, 2, & 3 have a combined treatment capacity of 16.58 MGD and a current treatment demand of 11.49 MGD (based on Comprehensive Plan LOS standards).

**Wastewater**

The proposed FLUM amendment will have a maximum potential net increase in demand for sanitary sewer treatment of .007 MGD. Wastewater Treatment Plants #1 and 2 currently have a treatment capacity of 8.83 MGD and a current treatment demand of 8.08 MGD (based on Comprehensive Plan LOS standards).

**Solid Waste**

The proposed FLUM amendment will have a maximum potential net increase of 2,045 lbs. of solid waste/day based on a comparison of residential development potential. The City currently has an agreement with Volusia County to accept solid waste until 2026.

**Public Recreation and Open Space**

The proposed FLUM amendment will have a maximum potential net decrease in demand of 1.9 acres of park facilities. The City currently owns 955+/- acres of park lands, (580+/- acres for active, 375+/- acres for passive uses). Should the property be proposed for residential development an analysis of the project's impact on recreational facilities will be conducted during the site plan review process.

**Public Schools**

The proposed FLUM amendment will have a potential net increase in demand for 24 student stations. Should the parcel be proposed for residential development a more in-depth analysis of the project's impact on school facilities will be conducted during the site plan review process.

**Stormwater**

Stormwater systems are reviewed for consistency with LOS during site plan review.

**ENVIRONMENTAL/CULTURAL RESOURCES ANALYSIS****Objective 1.1.3-Evaluation of Amendments to the FLUM**

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

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

- A. Topography and soil conditions including the presence of hydric soils.*
- B. Location and extent of floodplains and the Coastal Planning Area, including areas subject to seasonal or periodic flooding.*
- C. Location and extent of wetlands, certain vegetative communities, and protected wildlife species.*
- D. Location and extent of other environmentally sensitive features.*
- E. Proximity to wellfields and aquifer recharge areas.*
- F. Impacts to potable water supply.*

**A. TOPOGRAPHY AND SOIL CONDITIONS**

The site is currently used as a stormwater pond. Any vertical development on the site (regardless of Greenbelt or Mixed Use designation) will require the stormwater pond to be filled and require the relocation of the stormwater pond to another location.

**B. FLOODPLAIN**

Flood designation: The subject parcel is outside the Special Flood Hazard Area (SFHA) and lies within a "X" zone.

### **C. VEGETATIVE COMMUNITIES**

As the site of an existing stormwater pond, the parcel has mainly been cleared to accommodate the pond. The proposed City FLUM change to Mixed Use (MU) will not significantly elevate the current level of development potential; any proposed improvements to the parcel area will require a technical site plan review to determine final compliance with the Unified Land Development Code such as requirements for preservation or mitigation for historic or specimen trees.

### **D. PROTECTED SPECIES DISTRIBUTION/ WILDLIFE UTILIZATION**

Listed species: A wildlife survey was conducted by the applicant's biologist. The upland and wetland habitat communities found on-site are considered common in Flagler County and east-central Florida. An osprey nest was observed in the wetlands in the southwestern corner of the property. Any effects on the nest or nest tree will require further permitting with USFWS and/or FWC.

### **E. ENVIRONMENTAL SENSITIVE FEATURES**

As stated in the applicant's habitat assessment, the upland and wetland habitat communities found on-site are considered common in Flagler County and east-central Florida.

### **F. GROUNDWATER RESOURCE PROTECTION**

According to City-maintained data, the nearest proposed and/or existing production well is greater than 1.0 mile west of the site. The proposed FLUM change is not anticipated to impact the potable water supply.

### **G. HISTORICAL RESOURCES**

Staff conducted a Geographic Information System (GIS) search of the Florida Department of State, Division of Historical Resources' Florida Master Site File to determine if any historical or archeological resources were located on the subject property or with the immediate vicinity. The search concluded the site area had been surveyed for historical resources in 2012; however, City staff does not have access to the findings and no additional information was provided by the Applicant. The GIS data did reflect a known site, Old King's Road (FL00186) on or within the property area. It cannot be concluded at this time that historical resources exist on the subject property due to lack of reference material and on-site investigations; however, City regulations exist to protect against impact to historical resources during development. The City requires developments during plan review to provide a qualified environmental professional assessment or State Historical Protection Officer (SHIPO) determination letter that details the potential for historical resources existing on the subject property. Based on the existing improved nature of the site, no impact is anticipated as a result of the land use change.

## **LAND USE COMPATIBILITY ANALYSIS**

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

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

*C. Impacts to the health, safety, and welfare of surrounding residents shall be considered.*

Surrounding Future Land Use Map Designation:

North: Mixed Use  
 South: Institutional  
 East: Greenbelt  
 West: Conservation

Surrounding Zoning Designation:

North: General Commercial (COM-2)  
 South: Public/Semipublic  
 East: Public/Semipublic  
 West: Conservation

Surrounding Property Existing Uses:

North: Vacant  
 South: Matanzas High School  
 East: Vacant (parcel owned by Flagler County)  
 West: Vacant (wetlands)

The proposal to designate the subject property as Mixed Use is generally consistent and compatible with the surrounding land use designations.

- 1) The proposed Mixed Use designation is consistent with the designation of the parcels to the north,
- 2) The proposed amendment does not encroach into the wetland areas to the west which are designated as Conservation,
- 3) The parcel to the east of the subject property is designated as Greenbelt but due to its location at the intersection of Palm Harbor Pkwy. and Matanzas Woods Pkwy. will likely have the potential for more intense development to serve a growing area of Palm Coast.
- 4) Finally, Matanzas Woods Parkway serves as a buffer between the subject property and the Institutional use (Matanzas High School) to the south. Through the site plan review process, special attention will need to be provided to ensure that the increase in traffic volumes from the development of the subject parcel will not negatively impact safety and traffic in and out of the high school property.

#### **CONSISTENCY WITH COMPREHENSIVE PLAN**

The proposed amendment was evaluated for consistency with the following relevant goals, objectives, and policies from the City's Comprehensive Plan.

*Objective 1.1.4 - Promote compact and contiguous development, a mixture of land uses, and discourage urban sprawl*

*Policy 1.1.4.5 - Land use patterns will be required to be efficient and not disproportionately increase the cost of providing and maintaining public facilities, as well as providing housing and transportation strategies that will foster energy conservation.*

**Analysis:** Consistent with Objective 1.1.4 and Policy 1.1.4.5, the subject parcel is contiguous to the developing areas of the City and does not promote urban sprawl. The site is located approximate to the junction of two roadway corridors (Matanzas Woods Pkwy. and Palm Harbor Pkwy.). The subject parcel's location can provide services (retail or office) to a large sector of the City which is currently lacking in such services. Additionally, utility lines (water and sewer) are available to serve the subject property.

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

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

*Objective 1.4.2 – Create Employment Centers and Jobs – Encourage the development of employment centers within close proximity to housing and transportation corridors to maximize accessibility, convenience for residents, and to improve the economic climate.*

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

**Analysis:** The proposed amendment expands the availability of land to provide services in the northeast section of the City. The subject parcel's location in proximity of two roadway corridors (Palm Harbor Pkwy. and Matanzas Woods Pkwy.) is consistent with Comprehensive Plan objective to develop employment centers at close proximity to housing and transportation corridors for convenience to residents.

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

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

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

## **PUBLIC PARTICIPATION**

Unified Land Development Code Chapter 2, Part II, Section 2.05.02 requires developers or property owners who are requesting to rezone property within the City to notify neighboring property owners within 300 feet of the subject property boundaries and hold a neighborhood information meeting (NIM).

To comply with the LDC, the applicant notified neighboring property owners via regular mail on January 9, 2019, of an upcoming neighborhood information meeting that was held on January 22, 2019 at 6:00 p.m. in the Media Room at Matanzas High School. A total of three persons attended this meeting including Matanzas High School Principal Jeffrey Reaves, the applicant's engineer Curt Wimpee, PE of Alliant



Engineering, Inc. and City Senior Planner Bill Hoover. Principal Jeffrey Reaves mentioned his concern about access points for the proposed shopping center and how those would work for students, teachers and visitors to the school. Curt Wimpee, PE showed each of the project's access points including those for pedestrians and bicyclists. Principal Reaves stated that he would request to have David Freeman of the Flagler County School Board follow up with the City and the developer as the project went through the development review processes.

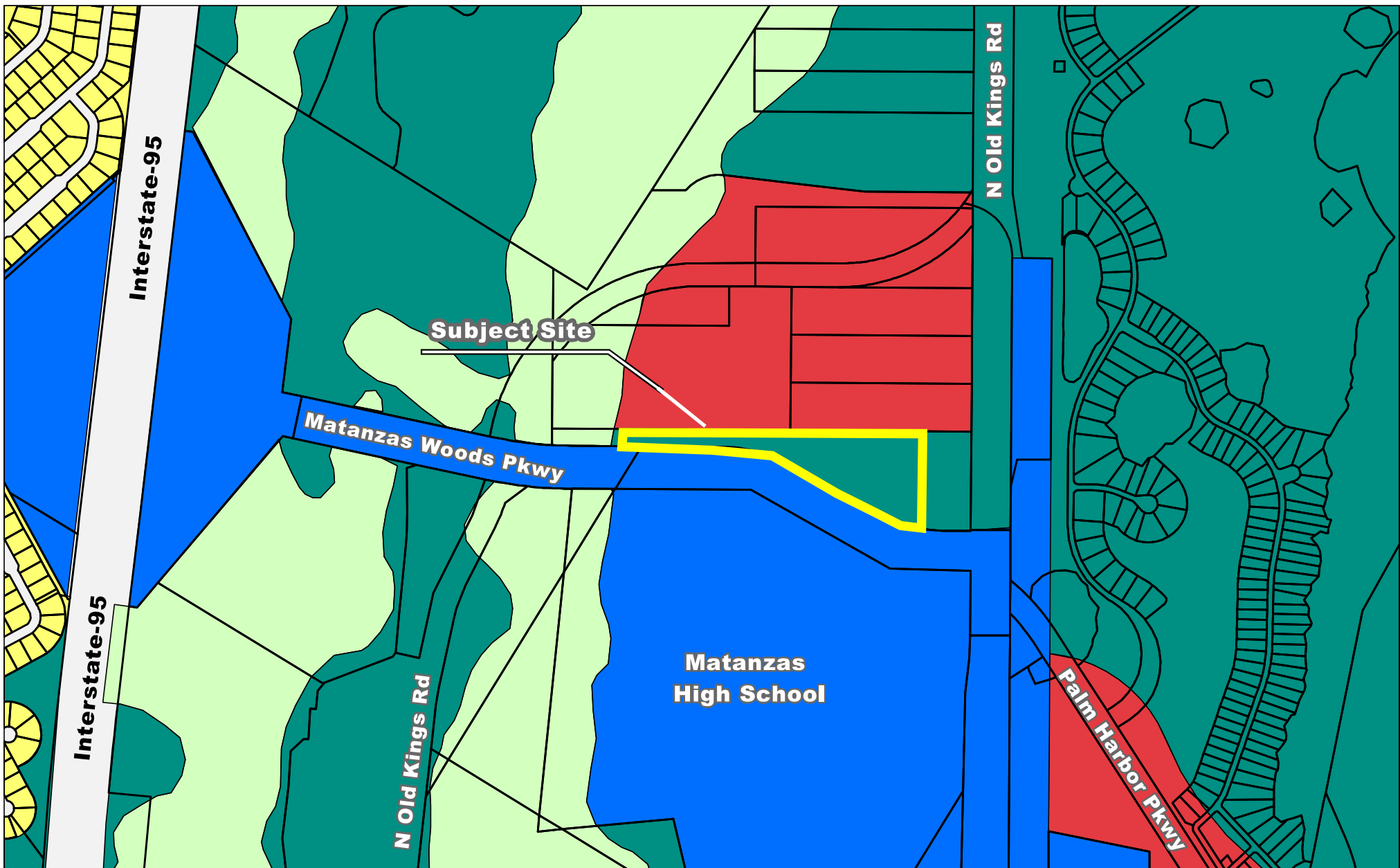
---

**RECOMMENDATION**







Staff and the Planning and Land Development Regulation Board recommend that City Council Approve the proposed Future Land Use Map (FLUM) Amendment .

# LOCATION MAP - Matanzas Woods Retail Center FLUM Amendment





### Existing FLU Map

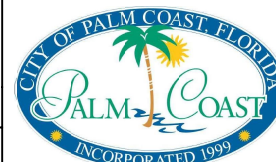
- |  |              |   |               |   |             |
|--|--------------|---|---------------|---|-------------|
|  | Subject Site |  | Greenbelt     |  | Mixed Use   |
|  | Conservation |  | Institutional |  | Residential |

Feet 0 500 1,000

Dataframe Rotation: -32° off True North

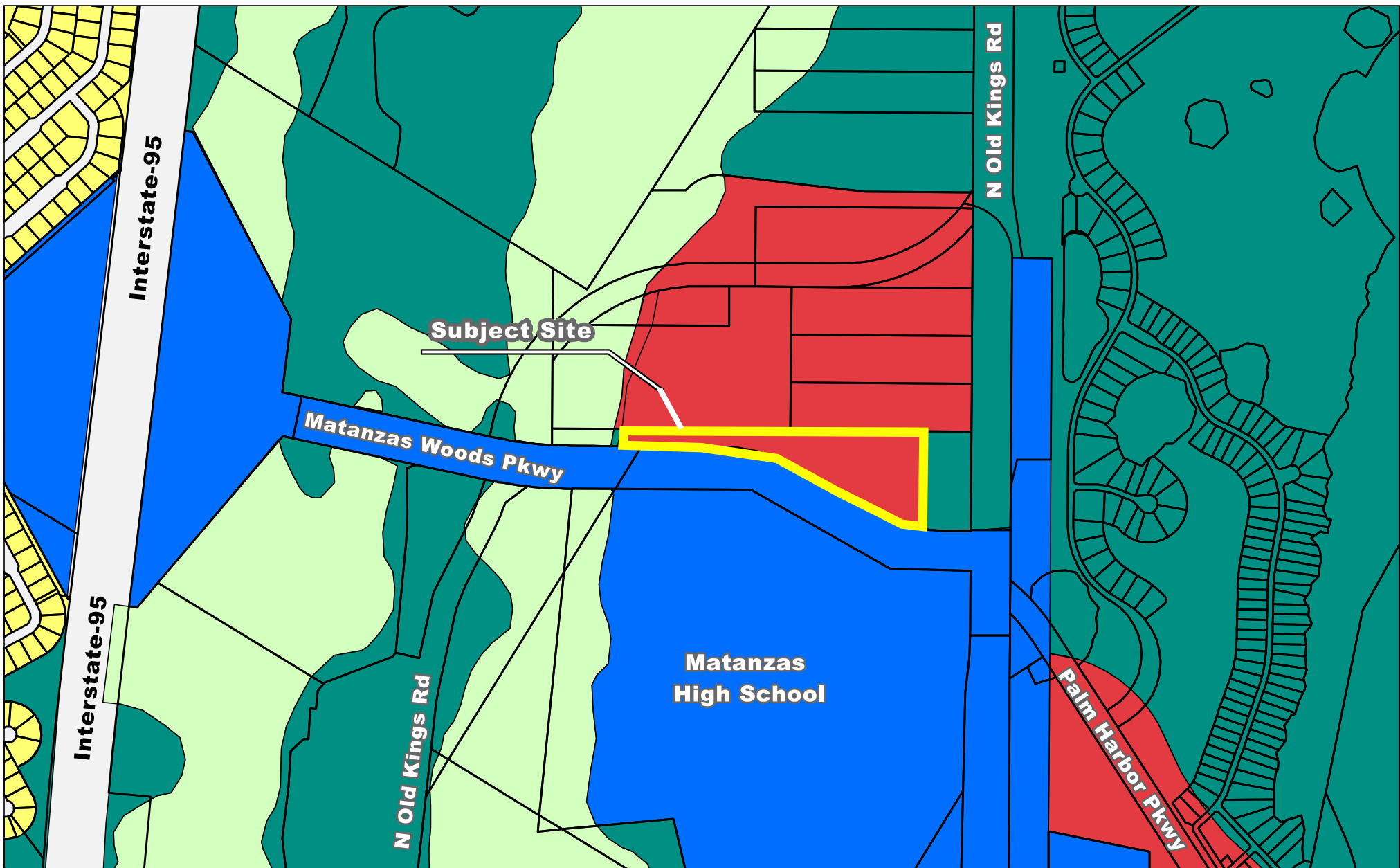


Creation Date:  
3/7/2019









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.



### Proposed FLU Map

- |  |              |   |               |   |             |
|--|--------------|---|---------------|---|-------------|
|  | Subject Site |  | Greenbelt     |  | Mixed Use   |
|  | Conservation |  | Institutional |  | Residential |

Feet 0 500 1,000

Dataframe Rotation: -32° off True North



**Creation Date:**  
3/7/2019



**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.

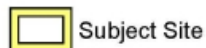
# **MATANZAS WOODS RETAIL CENTER FLUM AMENDMENT & MPD REZONING**

**City Council Public Hearing  
on May 21, 2019**





# **Location Map (Small Scale)**



Subject Site

Feet 0 500 1,000

Dataframe Rotation: -32° off True North



Creation Date:  
3/7/2019



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.

## **LOCATION MAP**

The proposed Matanzas Woods Retail Center project is located across Matanzas Woods Parkway from Matanzas High School

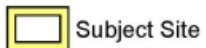


# Aerial

Project is 29.61 +/- acres and proposed for a FLUM Amendment and MPD Rezoning to allow for General Commercial (COM-2) uses



## Location Map (Large Scale)



Feet 0 250 500

Dataframe Rotation: -32° off True North



Creation Date:  
3/7/2019



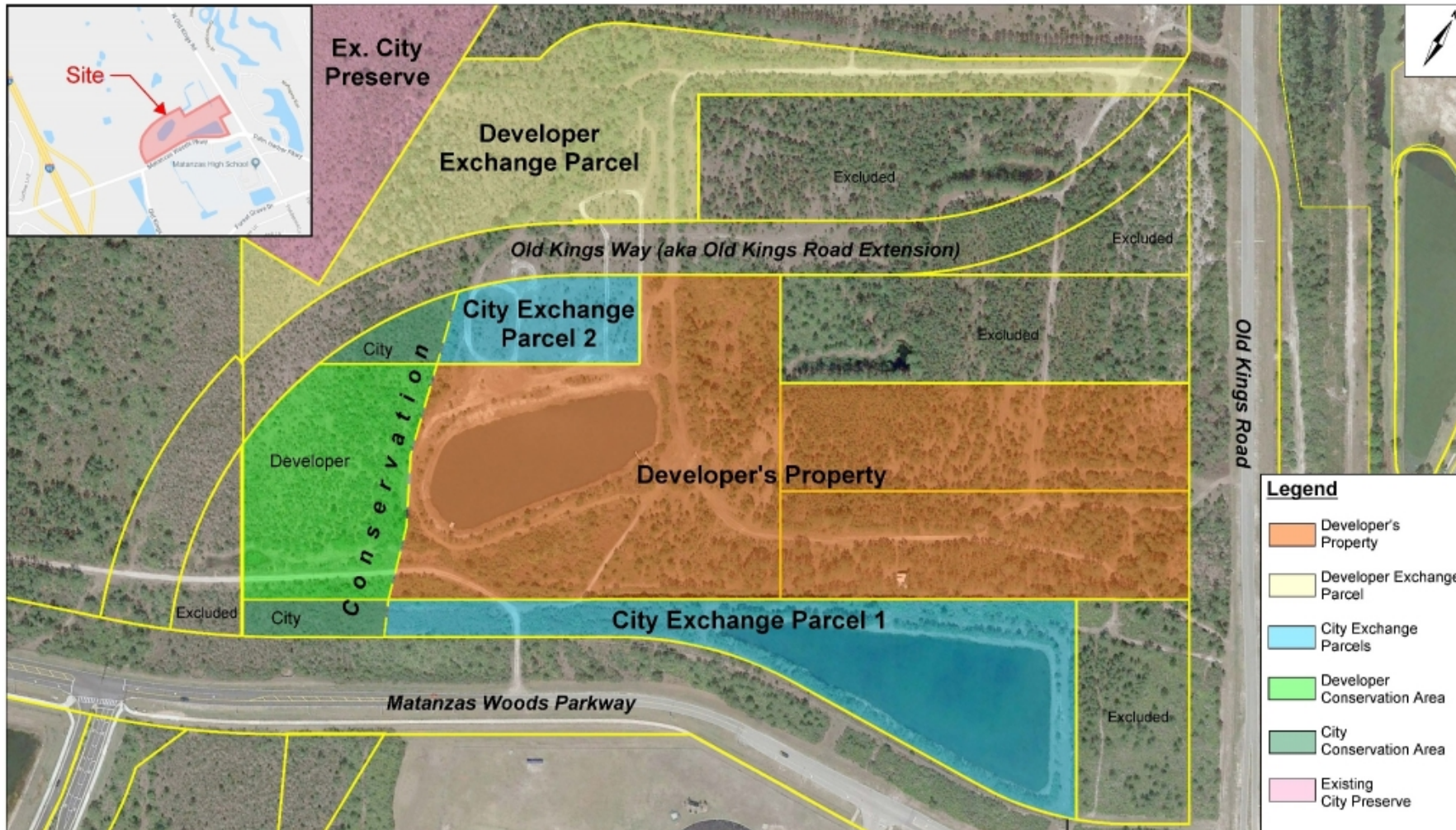
Map Provided By:  
GIS Division

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.



# Background

On Sept. 18, 2018, City Council approved a land exchange with Matanzas Holdings, LLC. Two parcels are being transferred each way. Matanzas Holdings will also provide stormwater storage for ROWs.

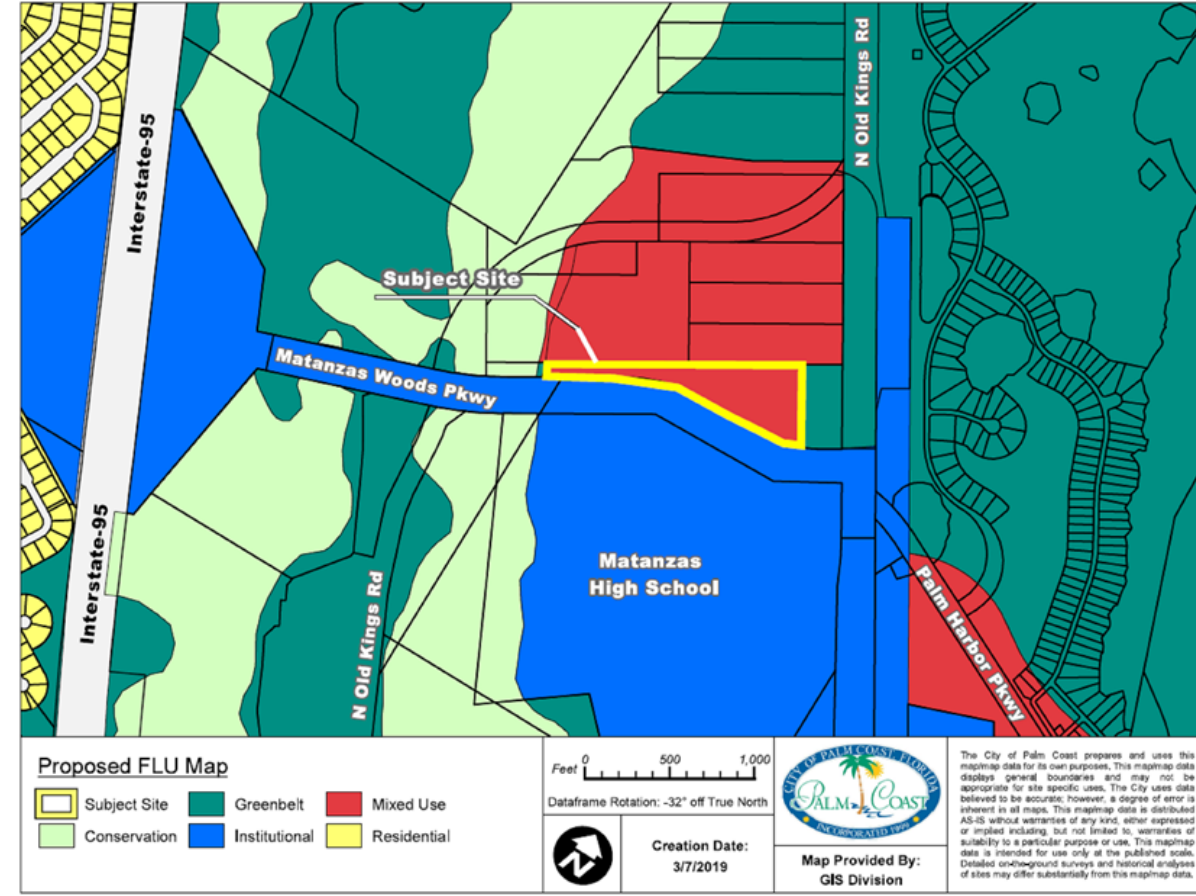
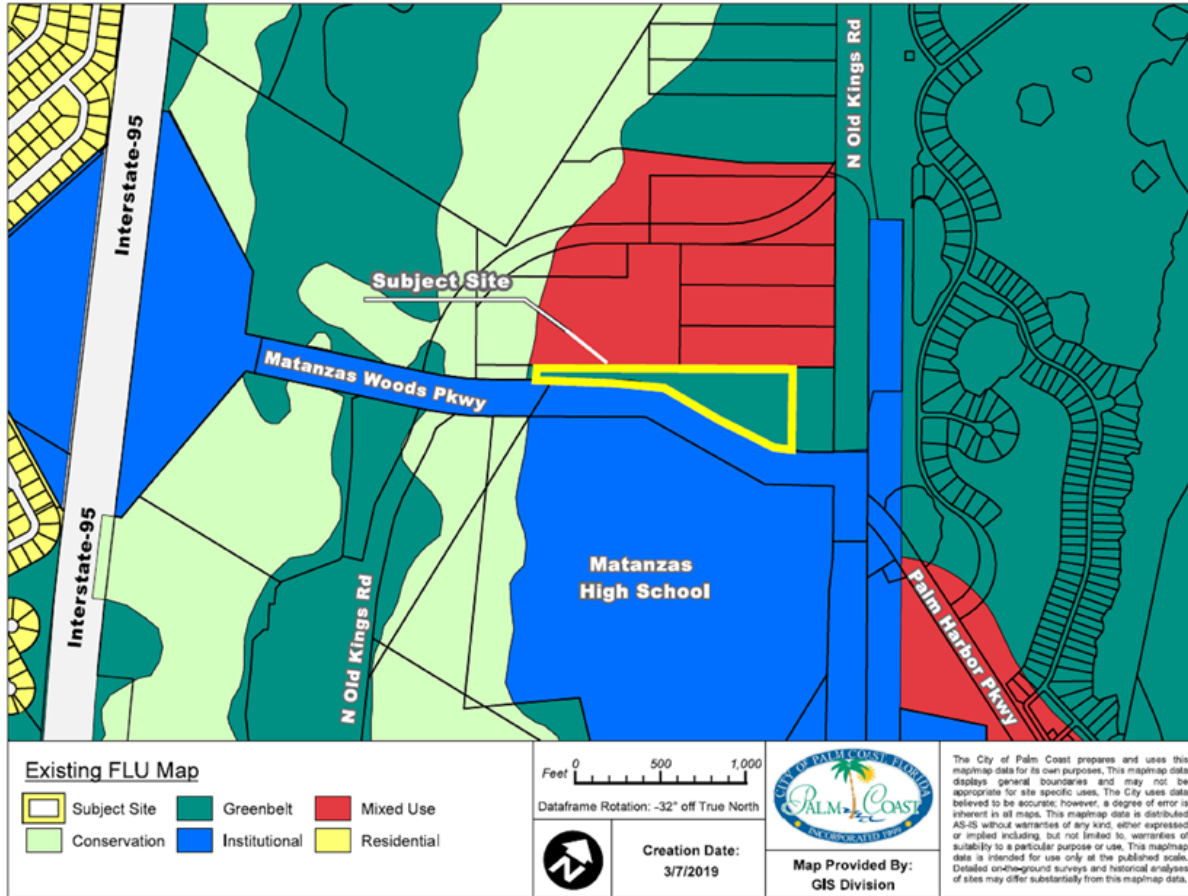


**MATANZAS WOODS LAND SWAP**  
MATANZAS WOODS PARKWAY, PALM COAST, FLORIDA





# Future Land Use Map Amendment



Applicant is requesting 7.1+/- acres to be re-designated from Greenbelt to Mixed Use.

# Future Land Use Map Amendment

Table 2 Public Facilities Impact Analysis

Density <sup>(1)</sup>	# of units or square feet of development	Transportation (PHT) <sup>(2)</sup>	Potable Water (GPD) <sup>(3)</sup>	Sanitary Sewer (GPD) <sup>(4)</sup>	Solid Waste (lbs./day) <sup>(5)</sup>	Recreation and Parks (8 acres/ 1000 pop.) <sup>(6)</sup>	Public Education (students) <sup>(7)</sup>	Stormwater Drainage <sup>(8)</sup>
<b>Proposed FLUM designation - Mixed Use (7.07 acres)</b>								
Max Non-residential Use-.55 FAR Shopping Center	169,383	632	28,795	16,938	—	--	--	N/A
<b>(minus) 34% pass-by trips for shopping center</b>		<b>215</b>						
Max. Residential Use (15 units/acre)	106.05				2,191	2.0	35	
<b>Total</b>		<b>417</b>	<b>28795</b>	<b>16938</b>	<b>2191</b>	<b>2</b>	<b>35</b>	<b>N/A</b>
<b>Current FLUM designation - Greenbelt (7.07 acres)</b>								
Max. Non-residential Use - .30 FAR Hospital	92,391	259	15,706	9,239	—	--	--	N/A
Max. Residential Use (1 unit/acre)	7.1				146	0.1	2	
<b>Total</b>		<b>259</b>	<b>15706</b>	<b>9239</b>	<b>146</b>	<b>0.1</b>	<b>2.3</b>	
<b>Net Change</b>		<b>158</b>	<b>13,089</b>	<b>7,699</b>	<b>2,045</b>	<b>1.9</b>	<b>32.7</b>	<b>N/A</b>

Review of the impact analysis does not indicate a significant impact on public facilities as the impacts will not exceed the adopted LOS.



# Future Land Use Map Amendment

## Consistent with the following Comprehensive Plan Policies

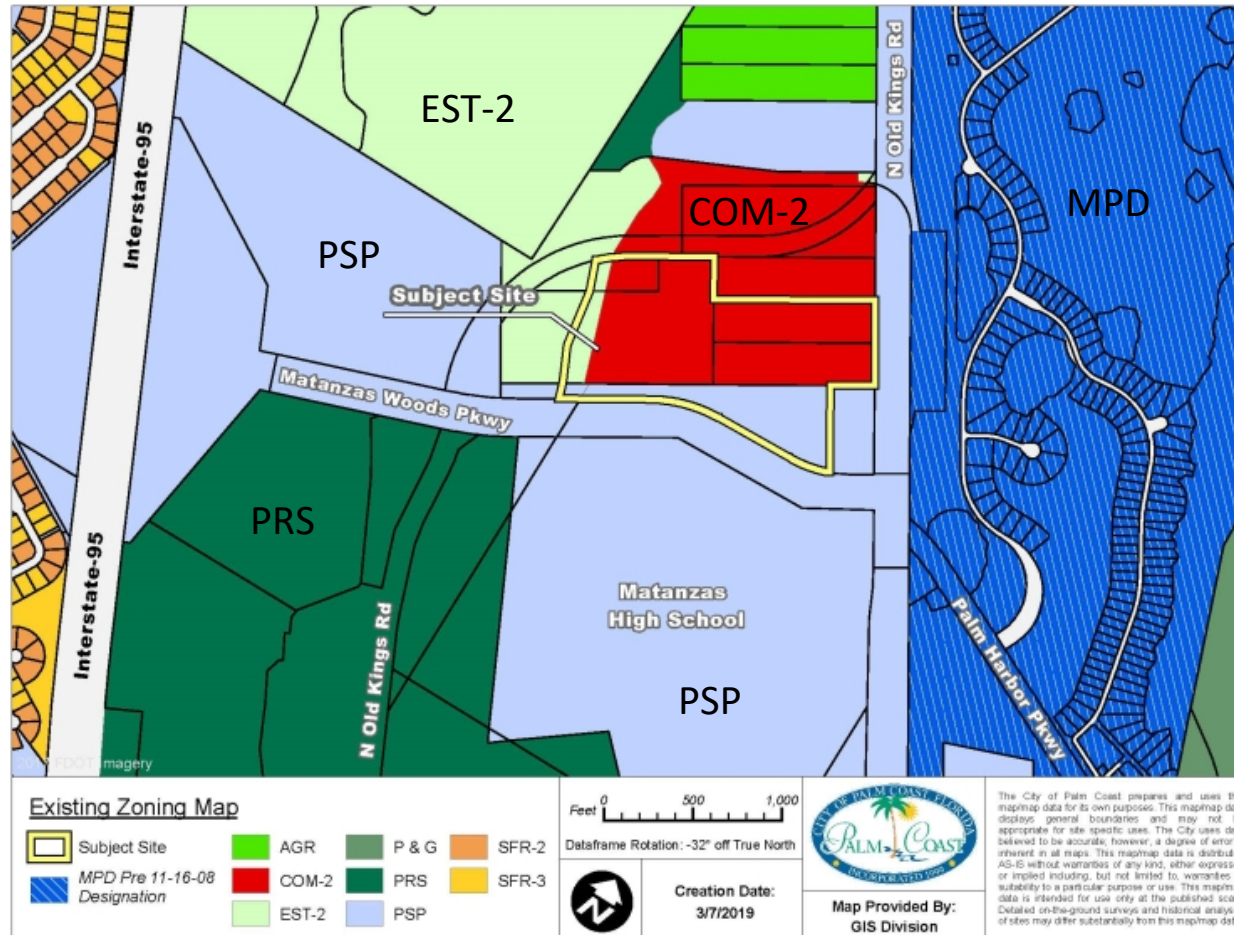
- Availability of Infrastructure to support the project
- Promotes land use patterns that do not increase cost of providing utilities
- Location of commercial and employment centers in close proximity to residential development

# Future Land Use Map Amendment

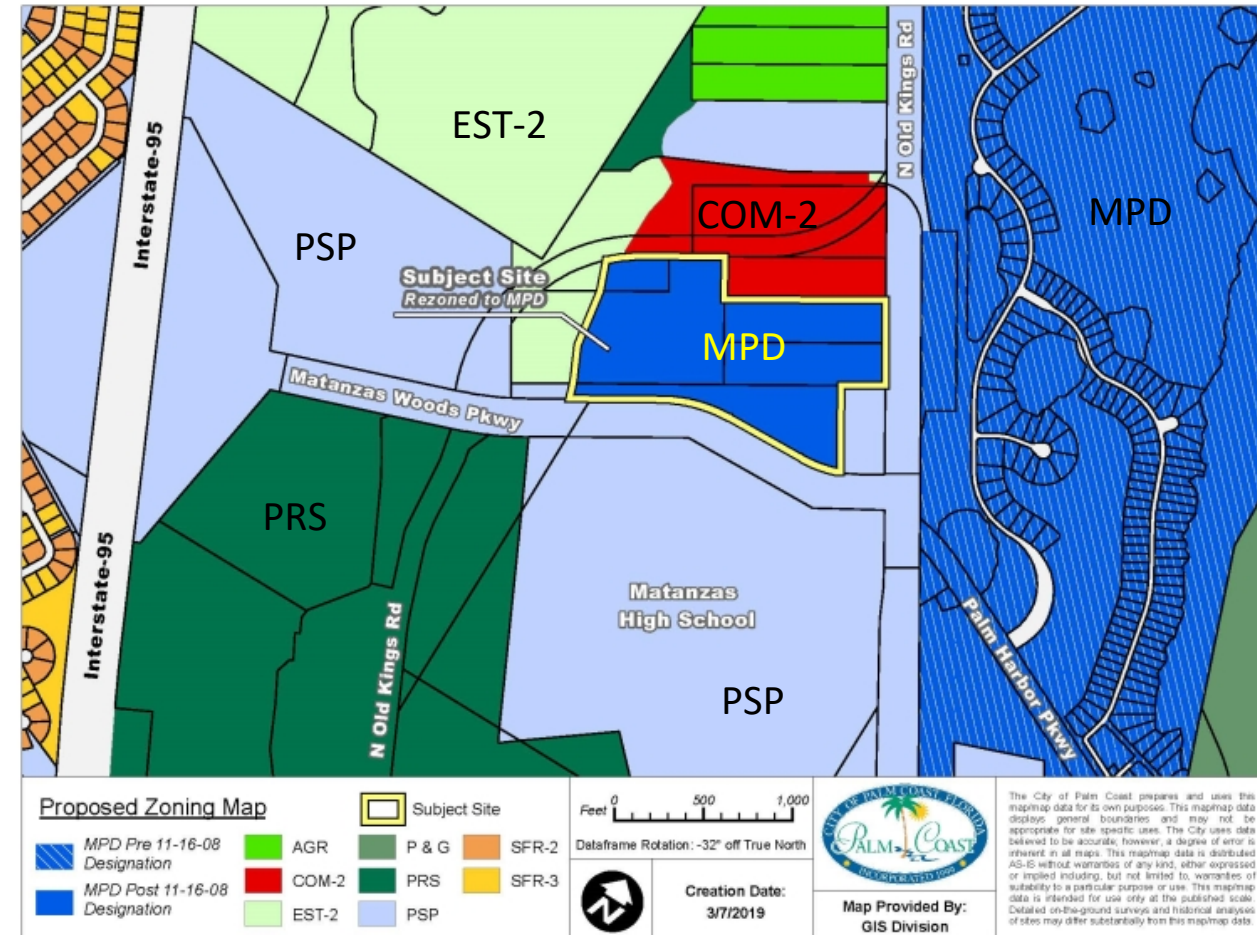
## Findings

- No significant impact on environmental factors
- Consistent with surrounding land uses
- Consistent with Comprehensive Plan
- No impact on Level of Service for public infrastructure

# Existing Zoning Map



# Proposed Zoning Map



Proposed to rezone property from EST-2, COM-2 and PSP to MPD for General Commercial (COM-2) type uses





# Exhibit “B” - MPD Master Plan



The 29.61+/- acre proposed MPD is for up to a 150,000 s.f. shopping center with outparcels.

Applicant has agreed to develop it using one of the following three architectural styles.



# Exhibit “C-1” – Beach Village Shopping Center





# Exhibit “C-2” – Island Walk Shopping Center





# Exhibit “C-3” – Town Center Publix Center



# Other Review Data - Traffic

- The applicant's TIS for the MPD showed Phase 1 of the project, with 109,100 sq. ft. of retail uses, would generate per the ITE's Trip Generation Manual: 468 a.m. peak hour, 810 p.m. peak hour, and 9,656 daily trips.
- After adjustments for multi-use and pass-by traffic, the project's Phase 1 net new traffic was estimated at 302 a.m. peak hour trips, 556 p.m. peak hour trips and 6,552 daily trips.
- With submittal of a plat or technical site plan application, the developer will submit an updated TIS to analyze site access drives.

## Other Review Data - Traffic

- At build-out of Phase 1 in 2023, with the project's traffic included, all roadway segments and intersections within the study area will operate at LOS C or better except for the intersection of Matanzas Woods Parkway and Bird of Paradise Drive.
- At this un-signalized intersection, the north bound traffic on Bird of Paradise Drive would operate at LOS F during only the a.m. peak hour which is primarily due to a large volume of existing traffic heading to Matanzas High School and commuting traffic.

# Other Review Data - Environmental

- The site was used as a trap and skeet shooting range from about 1992 to 2004, which generated lead shot from spent shells.
- After a Phase 1 environmental assessment was done it was followed by a Phase 2 environmental audit to look further into this.
- The applicant had an environmental firm do soil and ground water testing to analyze potential issues from the lead shot.
- It was determined that four areas had lead particles above the maximum standards for commercial sites but found no ground water contamination above adopted standards. The applicant will remove the problem soils prior to any approval for Preliminary Plat or Technical Site Plan.



# Five Review Criteria from Sec. 2.05.05 of LDC

## Proposed changes in development:

- A) Must not be in conflict with public interest
- B) Must be consistent with LDC and Comprehensive Plan
- C) Must not impose a significant liability or hardship on City
- D) Must not create an unreasonable hazard or nuisance
- E) Must comply with all applicable government standards

# Staff Analysis Based on LDC Chapter 2, Sec. 2.05.05

- Planning staff reviewed the project for these five criteria and provided detailed findings in the staff report.
- The MPD Rezoning will not create a nuisance, hazard, or any compatibility issues as it meets all development standards and is in compliance with its new Mixed Use designation on FLUM.
- The development of the site is consistent with numerous policies of the FLUE and Transportation Element of Comp. Plan.
- Project will meet all applicable standards of the LDC.

# Public Participation

- Developer mailed out letters on Jan. 9<sup>th</sup> to all property owners within 300' inviting them to a NIM that was held on Jan. 22nd at 6:00 PM at Matanzas High School.
- Only one person from the public, Matanzas High School Principal Jeffrey Reaves attended the meeting besides the developer's engineer and City staff.
- Two signs were erected on the property notifying the public of the PLDRB and City Council public hearings.

# Planning and Land Development Regulation Board

- The PLDRB reviewed both applications at its April 17<sup>th</sup> public hearing
- No one in the public spoke for or against the project at this hearing
- Both were recommended for approval via separate 5 – 0 votes

# Recommendation

Planning staff and the PLDRB recommend approval for City Council to:

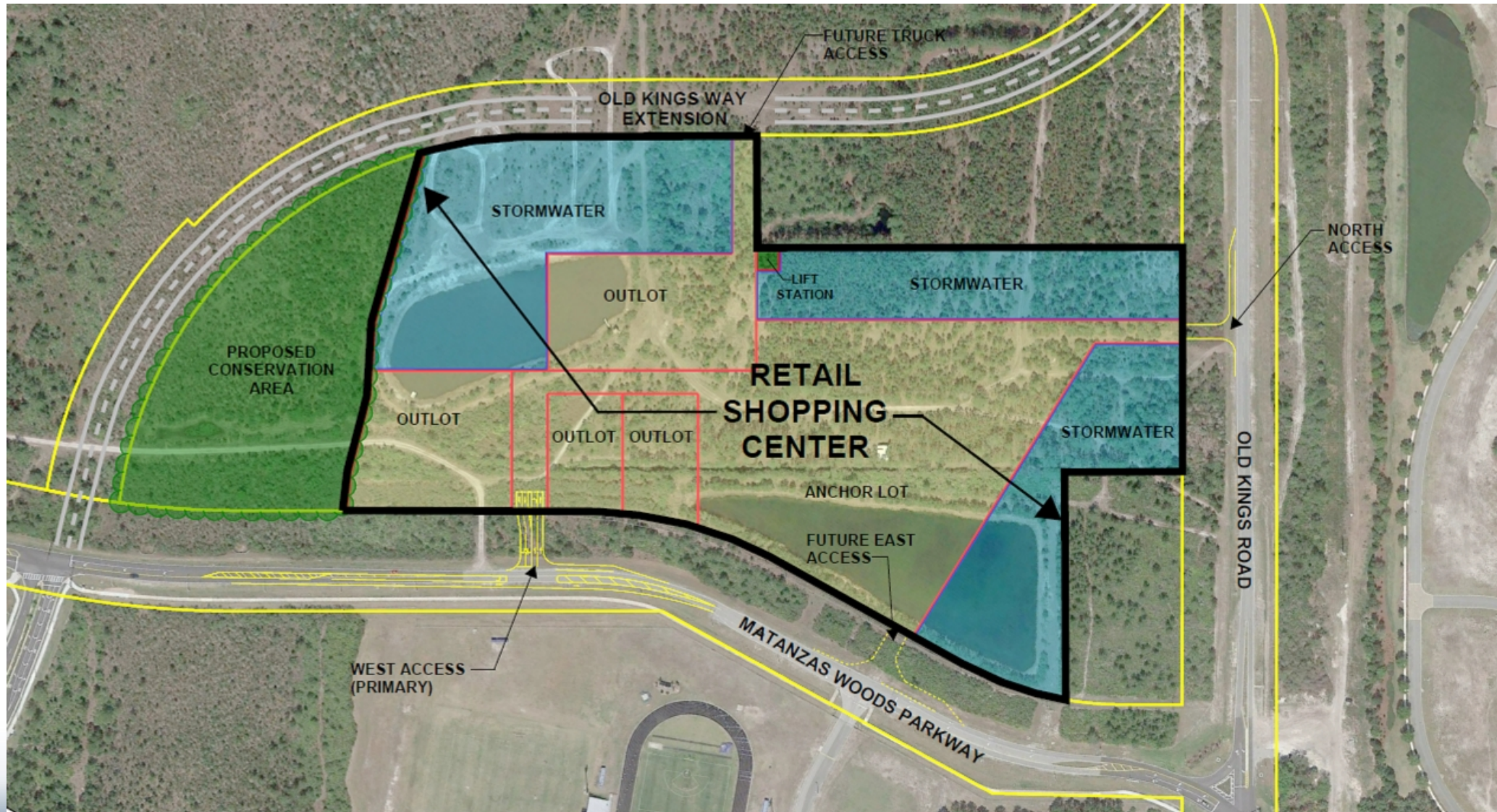
- Amend the FLUM (Application #3856) to change the land use designation on 7.1+/- acres from Greenbelt to Mixed Use
- Rezone 29.61 +/- acres from General Commercial (COM-2), Rural Estates (EST-2) and Public/Semi-Public (PSP) zoning to Matanzas Woods Retail Center MPD for retail and commercial uses (Application # 3855)



# Representatives for the Applicant are in Attendance

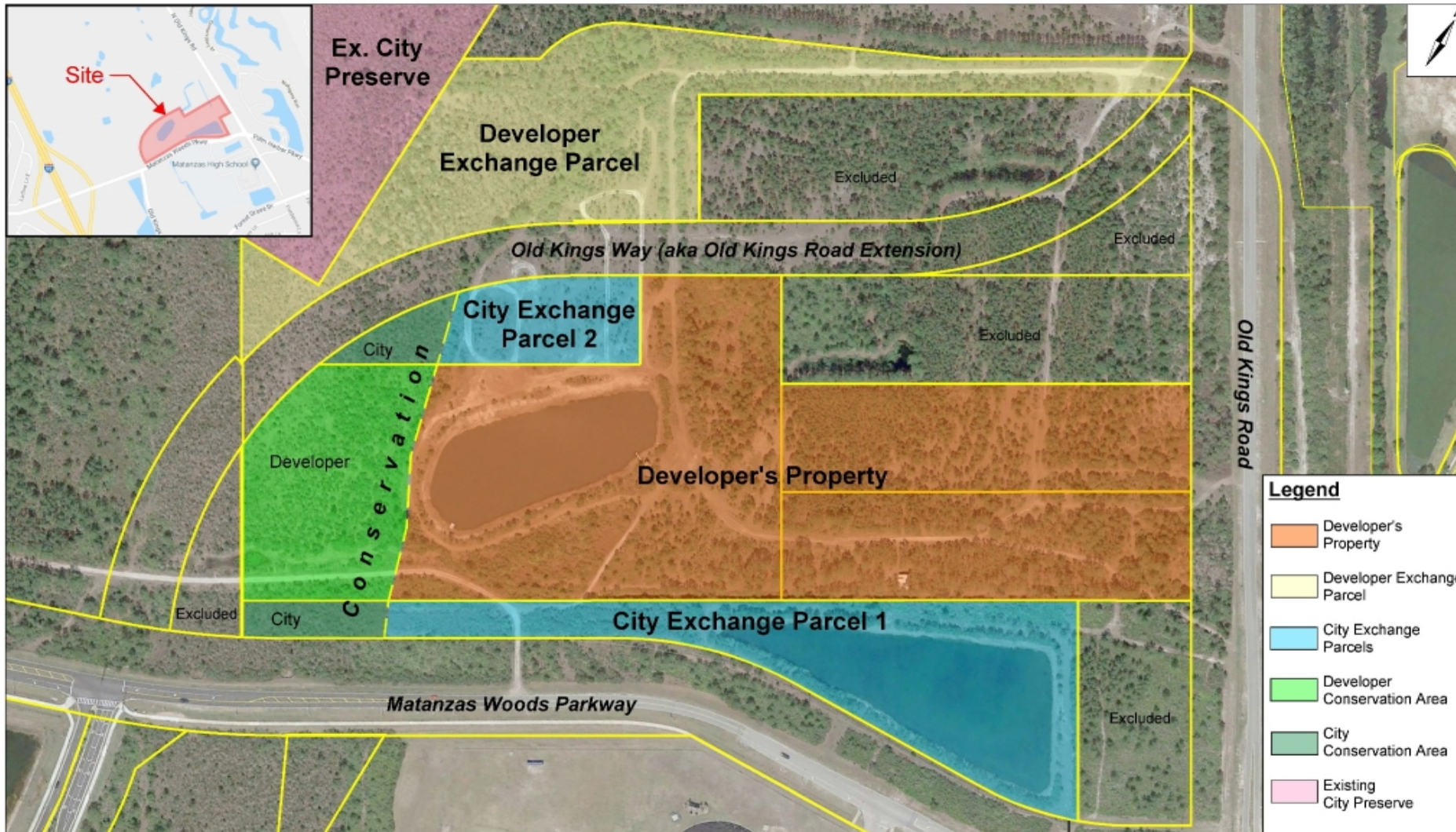
- David Heekin, Manager of Matanzas Holdings, LLC, Owner
- Curt Wimpee, PE of Alliance Engineering, Project Engineer

# Exhibit "B" - MPD Master Plan





# Land Exchange Map



**MATANZAS WOODS LAND SWAP**  
MATANZAS WOODS PARKWAY, PALM COAST, FLORIDA

# Questions

# City of Palm Coast, Florida

## Agenda Item

Agenda Date : 5/21/2019

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	6608	<b>Account</b>
		<b>#</b>
<b>Subject</b>	ORDINANCE 2019-XX ZONING MAP AMENDMENT FOR 29.61+/- ACRES ON THE WEST SIDE OF OLD KINGS ROAD AND NORTH OF MATANZAS WOODS PARKWAY FROM GENERAL COMMERCIAL (COM-2), PUBLIC/SEMI-PUBLIC (PSP), & RURAL ESTATES (EST-2) TO MPD-MATANZAS WOODS RETAIL CENTER	
<b>Background :</b> Matanzas Holdings, LLC as property owner of three properties and contracted purchaser of the two City owned properties, is proposing to rezone 29.61 +/- acres of vacant land with an existing stormwater pond and borrow pit located on the west side Old Kings Road and north of Matanzas Woods Parkway. The proposed rezoning is from General Commercial (COM-2), Public/Semi-Public (PSP) and Rural Estates (EST-2) to Matanzas Woods Retail Center Master Planned Development (MPD) for a shopping center with outparcels.  On September 18, 2018, the City Council approved an Agreement for Exchange of Real Estate, exchanging the portions of the two City owned properties located within this MPD Rezoning to Matanzas Holdings, LLC (see Resolution #2018-127) for property located north of the subject property and for Matanzas Holdings, LLC providing stormwater storage on its land for both Matanzas Woods Parkway and Old Kings Way rights-of-way. This agreement also requires Matanzas Holdings, LLC to rezone the subject property to an MPD.  The applicant (Matanzas Holdings, LLC) intends to develop the subject property into a shopping center, anchored by a grocery store, with perhaps a half-dozen outparcels. The project would not exceed 150,000 square feet of commercial building area. After adjustments for multi-use traffic and pass-by traffic the project's Phase 1 traffic consisting of 109,100 square feet of retail uses was estimated to generate net new traffic as follows: 302 a.m. peak hour trips, 556 p.m. peak hour trips and 6,552 daily trips.  To ensure high quality development for the project, the applicant has agreed to construct the shopping center in an architecturally style similar to either the Island Walk Shopping Center, Beach Village Shopping Center or the Town Center Publix Plaza. Photos representing these architectural styles are shown as Exhibits C-1, C-2, and C-3 respectively in the MPD Agreement.  On April 17, 2019, the Planning and Land Development Regulation Board held a public hearing on the proposed MPD and recommended approval of it to the City Council by a 5 – 0 vote. Planning staff has received no communications from the public for or against the project. Additionally, no one from the public spoke for or against the project at the Planning and Land Development Board public hearing.		



**Recommended Action:** Planning staff and the Planning and Land Development Regulation Board recommend that City Council approve the rezoning of 29.61 +/- acres from General Commercial (COM-2), Public/Semi-Public (PSP) and Rural Estates (EST-2) to Matanzas Woods Retail Center Master Planned Development (MPD) as shown in the attached Master Planned Development Agreement for retail and commercial uses, Application No. 3855.

**ORDINANCE 2019-\_\_\_\_\_**  
**REZONING APPLICATION NO. 3855**  
**MATANZAS WOODS RETAIL CENTER MPD**

**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 29.61 +/- ACRES OF CERTAIN REAL PROPERTY INCLUDING ALL OR PORTIONS OF TAX PARCEL IDENTIFICATION NUMBERS 25-10-30-4626-00000-00B0, 25-10-30-4626-00000-00C0, 25-10-30-4626-00000-00D1, 25-10-30-0000-01020-0050, AND 25-10-30-4626-00000-0Z03, GENERALLY LOCATED ON THE NORTH SIDE OF MATANZAS WOODS PARKWAY AND WEST OF OLD KINGS ROAD, AND BEING MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A, FROM GENERAL COMMERCIAL (COM-2), PUBLIC/SEMI-PUBLIC (PSP) AND RURAL ESTATES (EST-2) ZONING DISTRICTS TO MASTER PLANNED DEVELOPMENT (MPD) ZONING DISTRICT; APPROVING THE MATANZAS WOODS RETAIL CENTER MASTER PLANNED DEVELOPMENT AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Applicant is the owner of Parcel Numbers 25-10-30-4626-00000-00B0, 25-10-30-4626-00000-00C0, and 25-10-30-4626-00000-00D1, and Applicant is the contracted purchaser of portions of Parcel Numbers 25-10-30-0000-01020-0050 and 25-10-30-4626-00000-0Z03, which combined creates real property consisting of approximately 29.61 acres (“Property”) located on the north side of Matanzas Woods Parkway and west of Old Kings Road in the City of Palm Coast, Flagler County, Florida, more particularly described in Exhibit “A”; and

**WHEREAS**, the Applicant desires to redevelop the Property with a mixture of commercial uses (“Project”) to meet the retail and commercial demands of residents in north Palm Coast Palm Coast as it continues to grow and of motorists along I-95; and

**WHEREAS**, as a result, the Applicant requests approval for a Master Planned Development (MPD) on the Property per the conditions set forth in this Development Agreement; and

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

**WHEREAS**, the City of Palm Coast City Council (“City Council”) finds that this Development Agreement (DA) has been properly conditioned with terms and restrictions to be consistent with the City’s Comprehensive Plan (2035) (the “Comprehensive Plan”) and Unified

Land Development Code (the “LDC”) and that the conditions, terms, restrictions, and requirements set forth herein are necessary to ensure compliance with the Comprehensive Plan and LDC and 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 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 Sections 163.3220 -163.3243, Florida Statutes; and

**WHEREAS**, the Applicant intends to classify and develop the Property as a Master Planned Development (MPD) as set forth in a MPD Development Agreement (MPD DA); and

**WHEREAS**, the Applicant’s application for a Master Plan Development is approved subject to the MPD 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 of the City of Palm Coast held a duly noticed public hearing 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 Regulation Board which voted 5 - 0 to approve at the regularly scheduled meeting conducted on April 17, 2019, 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. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.** The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

**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 Matanzas Woods Retail Center Master Planned Development Agreement (“Development Agreement”) and its exhibits attached hereto as Exhibit “B”, with all appropriate signatures and joinders, 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. 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.

(THIS SPACE LEFT INTENTIONALLY BLANK)

Approved on first reading this 21st day of May, 2019.

Adopted on the second reading after due public notice and hearing this \_\_\_\_\_ day of  
\_\_\_\_\_ 2019.

**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

Attachments:

Exhibit "A" – Legal Description of property subject to Official Zoning Map amendment  
Exhibit "B" – MPD Development Agreement



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

A portion of Sections 25 and 26, Township 10 South, Range 30 East, Flagler County, Florida and being more particularly described as follows: Commence at the intersection of the Easterly right of way line of Interstate 95 and the Northerly 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 70°01'31" East along said Northerly right of way line, 986.76 feet to the point of curvature of a curve to the left being concave Northwesterly; thence continue along said right of way line and along and around the arc of said curve having a radius of 1899.89 feet, an arc distance of 387.19 feet, said arc being subtended by a chord bearing and distance of North 64°04'32" East 386.52 feet to the point of tangency of said curve; thence North 58°21'57" East along said Northerly right of way line, 235.89 feet to the Point of Beginning; thence continue North 58°21'57" East along said Northerly right of way line 510.93 feet to the point of curvature of a curve to the right; thence continue along said right of way line and along and around the arc of said curve having a radius of 800.00 feet, an arc distance of 405.21 feet, said arc being subtended by a chord bearing and distance of North 72°52'24" East 400.89 feet to the point of tangency of said curve; thence continue along said right of way line North 87°23'01" East 466.80 feet to the point of curvature of a curve to the left; thence continue along said right of way line and along and around the arc of said curve being concave Northerly and having a radius of 700.00 feet, an arc distance of 233.07 feet, said arc being subtended by a chord bearing and distance of North 77°50'44" East 231.99 feet; thence departing said right of way line, North 31°38'15" West 488.31 feet to the Southerly line of those lands as described and recorded in Official Records Book 1056, page 1578 of the public records of said county; thence North 58°21'00" East along last said line 249.65 feet to the Southwesterly right of way line of Old Kings Road (a 200 foot right of way as now established); thence North 31°38'15" West along said right of way line 479.89 feet to the Northerly line of those lands as described and recorded in Official Records Book 1059, page 952 of the public records of said county; thence South 58°21'00" West along last said line 907.50 feet to the Westerly line of those lands as described and recorded in Official Records Book 1084, page 538 of the public records of said county; thence North 31°38'15" West along last said line 240.00 feet to a point on the Southerly right of way line of Old Kings Way (also known as Old Kings Road Extension, a 120 foot right of way as now established); thence South 58°21'00" West 461.52 feet along said right of way line to the point of curvature of a curve to the left; thence continuing along said right of way line and along and around the arc of said curve having a radius of 900.00 feet, an arc distance of 206.62 feet, said arc being subtended by a chord bearing and distance of South 51°46'23" West 206.17 feet; thence departing said right of way line South 21°31'42" East 176.29 feet; thence South 09°17'37" East 330.65 Feet; thence South 25°49'28" East 194.28 feet; thence South 18°18'32" East 110.29 feet to the Point of Beginning.

Lands thus described contain 29.61 acres more or less.

**EXHIBIT “B”**  
**MASTER PLANNED DEVELOPMENT AGREEMENT**  
**ORDINANCE No. 2019-\_\_\_\_\_**

**THIS MASTER PLAN DEVELOPMENT AGREEMENT** (herein referred to as the “Development Agreement”) is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2019, 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 the intended developer of the subject property, **MATANZAS HOLDINGS, LLC**, a Florida limited liability company (herein referred to from time-to-time as the “Developer” regardless of whether singular or plural ownership status) whose address is 4540 Southside Blvd., Suite 202, Jacksonville, Florida 32216.

**WITNESSETH:**

**WHEREAS**, the City and Matanzas Holdings, LLC, are the owners of a 29.61 +/- acre site, as more particularly described on **Exhibit “A” (“Property” or “Subject Property”)**; and

**WHEREAS**, Matanzas Holdings, LLC and the City have a land exchange agreement (herein referred to as the “Land Exchange Agreement”) that would allow Matanzas Holdings, LLC to acquire and own all of the Subject Property as the City would be acquiring land outside of the Subject Property; and

**WHEREAS**, the Subject Property has a Future Land Use Map designation of Mixed Use; and

**WHEREAS**, the Subject Property has General Commercial (COM-2), Public/Semi-Public (PSP) Zoning, and Rural Estates (EST-2); and

**WHEREAS**, the Developer is in voluntary agreement 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 Planning and Land Development Regulation Board (“PLDRB”) and City of Palm Coast City Council find that this Development Agreement is consistent with the City’s Comprehensive Plan (2035) and Land Development Code (“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 of Palm Coast 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**, 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 Developer that the Master Plan Development is approved subject to the following terms and conditions:

#### **SECTION 1. RECITALS**

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

#### **SECTION 2. REPRESENTATIONS OF DEVELOPER**

(a). The Developer hereby represents and warrants to the City that it is the principal owner of the Subject Property in accordance with the title opinion or title certification provided by the Developer 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 Developer 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

Developer 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 Developer 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 Developer 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 Developer fails to attain the joinder and consent, then the Developer shall lose all rights and benefits deriving hereunder.

### **SECTION 3. APPROVAL OF MASTER PLAN DEVELOPMENT**

(a). The City Council at its business meeting of \_\_\_\_\_, 2019, approved a Master Plan Development for the Subject Property subject to the terms and conditions of this Development Agreement.

(b). The Developer acknowledges that if this Development Agreement is ever terminated or if it expires, those land uses for which Development Orders and Permits have previously been issued shall remain in effect, and the land uses for the remainder of the Subject Property shall be limited to those then permitted by right under the General Commercial "COM-2" (or equivalent) zoning designation, subject to any special exceptions thereafter approved in accordance with the LDC.

The current provisions of the LDC, as may be amended from time-to-time, shall be applicable to the Subject Property unless otherwise specifically stated herein. Any City Code provision not specifically so identified will not be affected by the terms of this Development

Agreement, and will be subject to enforcement and change under the same criteria as if no Development Agreement were in effect.

#### **SECTION 4. PROJECT DESCRIPTION**

(a). Proposed Development. The Subject Property may be developed in one or more phases. The commercial project is expected to include up to 150,000 square feet of retail/commercial development but shall not exceed 175,000 square feet of retail/commercial development (the "Project") to include uses permitted (P) or uses only approved by Special Exception (S) as provided for in the LDC under the General Commercial "COM-2" zoning designation. A Special Exception shall comply with the process in accordance with Chapter 2 of the LDC. A request for a Special Exception shall not be deemed an amendment to this Development Agreement or change in zoning. Uses noted with (L) are noted to have additional limitations from the LDC specific to that use.

The development plan for Matanzas Woods Retail Center is generally outlined below and depicted on the MPD Master Plan which is attached hereto as **Exhibit "B" ("Master Plan")**. The Master Plan does not contain a level of detail satisfactory to permit the Subject Property to proceed directly to Preliminary Plat so a Subdivision Master Plan will be required. Technical Site Plans may be submitted simultaneously with Preliminary Plat(s) subject to review approval as provided for in the LDC.

(b). Temporary Construction Trailers – Temporary construction trailers may be located within the Subject Property, subject to review and approval at the time of site development plan approval in accordance with the LDC.

(c). Common Areas – Common areas are located throughout the Subject Property and include open space and landscape areas. The property may be subject to a property owners' association or another management mechanism, as determined by the Land Use Administrator (LUA), for management of the common areas.

#### **SECTION 5. DEVELOPMENT PLAN**



(a). The Master Plan depicts the general layout of the entire development. The exact location of structures, lot lines, roadways, internal landscape buffers, wetlands, drainage facilities and other improvements shown on the Master Plan may be modified during review of the site development plans and subdivision master plan and platting plans.

(b). Adjustments to the Master Plan are anticipated to occur during the site development plan and subdivision plat review processes. Revisions which meet the intent and purpose of the City's Comprehensive Plan and LDC shall be approved by the Land Use Administrator (LUA), if the substantial integrity of the original Master Plan and the development standards contained herein are maintained. Any modification to the Master Plan that increases the intensity or types of development uses, increases building heights, reduces the total amount of open space, or decreases the size of any perimeter buffer within the Property shall require the approval of the City Council following the review and recommendation of the Planning and Land Development Regulation Board (PLDRB).

(c). The MPD may be developed in multiple phases. All infrastructure necessary to support each phase of the MPD shall be constructed with that phase as a condition of site development plan or preliminary plat approval.

## **SECTION 6. LAND DEVELOPMENT CODE APPLICABILITY**

(a). The Land Development Code applies to the Property and development within it, unless expressly below or otherwise provided in this MPD.

(b). The requirements of this Section supersede any inconsistent provisions of the LDC or other ordinances of the City.

(1) Common Architectural Theme. The Project shall have a common architectural theme similar to or commensurate with the quality, type of design and aesthetical appeal of one of the following existing grocery-anchored shopping centers: **Island Walk Shopping Center** at 216 Palm Coast Parkway (see **Exhibit "C-1"**), **Beach Village Shopping Center** at 414 Beach Village Drive (see **Exhibit "C-2"**), or the **Town Center Publix Plaza** at 800

Belle Terre Parkway (see **Exhibit “C-3”**). During the Subdivision Master Plan review process, or during the Preliminary Plat review process and prior to its approval, the Developer shall establish the common architectural theme by designating one of the architectural styles depicted on Exhibits “C-1”, “C-2”, “C-3” or provide new building elevations that meet all of the above standards. The building elevations for the Out-lots as shown on the Master Plan shall have similar or complementary architectural features so the entire Project has a harmonious architectural theme which shall include building design, building colors, signage, and lighting.

(2) Signage. All signage shall be regulated per the LDC except as outlined below. A master sign plan shall be developed during the Subdivision Master Plan review process, or during the review of the Preliminary Plat and prior to its approval. A multi-tenant sign is allowed at each of the four main entrances into the Project as shown on the Master Plan. Directional signage shall be uniform in design and may include the identity of the business and may be provided throughout the development. Out-lots having frontage on public roads shall be allowed individual monument signs consistent with the standards in Chapter 12 of the LDC. All signs will comply with the setbacks and sight clearance requirements of the LDC.

(3) Contamination. Developer removing contamination on the Subject Property as outlined in Developer’s environmental report dated March 30, 2019, consistent with FDEP guidelines and criteria prior to any approval of a Preliminary Plat or Technical Site Plan.

(c). Nothing herein shall be deemed a prohibited exaction under Fla. Stat. 70.45, and Developer agrees it has not suffered any damages under that statute.

## **SECTION 7. SITE DEVELOPMENT PLAN**

(a). Emergency Services. Fire protection requirements for the Project will be met through a system of fire hydrants installed on the site by the Developer in accordance with City standards. The locations of fire hydrants will be shown on the final site plans or Subdivision Plans. The water requirements for the fire system will be served by the City.

(b). Maintenance. The Common Areas and other lands that are owned or controlled by a property owners' association will be maintained by the property owners' association. The property owners' association shall also be responsible in perpetuity, for maintenance of the master stormwater system that includes stormwater from the Matanzas Woods Parkway and Old Kings Way Extension right-of-ways.

(c). Services. All services for the Property, including utilities, fire protection, solid waste, telephone, electricity, cable, fiber optics, and stormwater management shall be provided by the responsible parties. All new utilities serving the project shall be installed underground except wells and pump stations. Water and wastewater services are to be provided by the City of Palm Coast.

(d). Utility Master Plan. All lots within the Project shall be served by a master pump station and out-lots shall not be permitted to tie into the City's utility wastewater system individually or jointly, except via the master pump station.

(e). Pedestrian/Bicyclist Access Ways. With submittal of the Subdivision Master Plan or Preliminary Plat the Developer shall submit a pedestrian/bicyclist access way plan that shall show crossings at signalized intersections along Matanzas Woods Parkway so pedestrians and bicyclists may travel from the south side of Matanzas Woods Parkway to the north side of Matanzas Woods Parkway and onto the Project. The Developer shall provide for these improvements and shall also provide internal access ways for pedestrians and bicyclists from all internal lots to all other internal lots within the Project as the lots are developed.

(f). Public Amenities. On the Anchor Lot, as shown on the Master Plan, the developer shall provide at least two of the public amenities as listed in Section 4.15.03.D of the LDC, with the first technical site plan submitted on the Anchor Lot.

(g). Interior Landscape Buffers and Interior Setbacks. Between internal lots within the Project no landscape buffers are required and minimum side and rear building setbacks along internal common lot lines shall be five (5) feet. Landscape screening around dumpsters,

mechanical equipment, etc.; landscape buffers around the perimeter of the Project; and all other landscaping requirements shall still apply.

#### **SECTION 8. PLAT.**

Platting may be required during some phases of the Project. Based on Section 4(a) of this Development Agreement, the Master Plan does not provide sufficient detail for the project to skip the Subdivision Master Plan process and proceed directly to the Preliminary Plat. For any phase where platting is required, the Final Plat shall be recorded prior to the issuance of the first certificate of occupancy in such phase.

#### **SECTION 9. BREACH; ENFORCEMENT; ALTERNATIVE DISPUTE 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, the parties shall attempt to resolve all disputes informally. In the event of a failure to informally resolve all disputes, the City and Developer 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 may be selected by mutual consent of the City and the Developer. The parties shall equally pay all costs of mediation. A party who unreasonably refuses to submit to mediation may not later object in Circuit Court that the other party failed to comply with this Section 9(b) by not participating in the mediation prior to filing suit.

(c). Prior to the City filing any action to enforce this Development Agreement, the City shall first provide the Developer written notice of any alleged default. Upon receipt of said notice, the Developer shall be provided a thirty (30) day period in which to cure the alleged default to the reasonable satisfaction of the City prior to the City filing any action to enforce this Development Agreement. If thirty (30) days is not a reasonable period of time in which to cure the alleged default, the length of the cure period shall be extended for a time period reasonably acceptable

to the City, but in no case shall the cure period exceed ninety (90) days from the initial notification of an alleged default.

#### **SECTION 10. 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 Developer 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 registered or certified mail, overnight courier, facsimile, or telecopy.

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

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

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

As to the Developer: Matanzas Holdings, LLC  
Attn: David J. Heekin  
4540 Southside Blvd., Suite 202  
Jacksonville, FL 32216

#### **SECTION 11. SEVERABILITY.**

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Development Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Development Agreement 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 Development Agreement.

#### **SECTION 12. 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 Developer 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 Developer has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Agreement.

**SECTION 13. GOVERNING LAW/VENUE/COMPLIANCE WITH LAW.**

(a). This Development Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the 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 Developer shall fully comply with all applicable local, State, and Federal environmental regulations and all other laws of similar type or nature.

(d). Without waiving the Developer's potential rights, remedies and protections or the City's defenses pursuant to Chapter 70 of the Florida Statutes, as may be amended, 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 lawful impact fees applicable to the Developer and the Master Plan Development authorized hereunder.

**SECTION 14. TERM / EFFECTIVE DATE.**

This Development Agreement shall be effective upon adoption by the City Council of the City of Palm Coast, Florida and execution of this Development Agreement by all parties.

**SECTION 15. RECORDATION.**

Upon adoption by the City Council of the City of Palm Coast, Florida 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 thirty (30) days after its execution by the City and the Development Agreement shall run with the land.

**SECTION 16. PERMITS.**

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

(b). The terms and conditions of this Development Agreement determine concurrency for the project.

(c) All development and impact fees charged by the City for construction or development of subdivisions or site plans shall be paid by the Developer at the time the City issues a building permit or a certificate of occupancy.

**SECTION 17. 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 18. TIME IS OF THE ESSENCE.**

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

(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 19. ATTORNEY'S FEES.**

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

**SECTION 20. 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 21. 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 22. INTERPRETATION.**

(a). The Developer 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 subject, however, to the provisions of Section 20.

**SECTION 23. 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 24. 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 25. MODIFICATIONS / AMENDMENTS/NON-WAIVER.**

(a). Amendments to and waivers of the provisions herein shall be made by the parties only in writing by formal amendment. This Development Agreement shall not be modified or amended 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 26. ENTIRE AGREEMENT; EFFECT ON PRIOR AGREEMENTS.**

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

**(SIGNATURES AND NOTARY BLOCKS ON NEXT PAGE)**



**IN WITNESS WHEREOF**, the City and Matanzas Holdings, LLC have caused this Development Agreement to be duly executed by his/her/its/their duly authorized representative(s) as of the date first above written.

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

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

WITNESSES:

MATANZAS HOLDINGS, LLC

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

By: \_\_\_\_\_  
David J. Heekin, Manager

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by David J. Heekin, as the Manager on behalf of of Matanzas Holdings, LLC, a Florida 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

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

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

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

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Milissa Holland, Mayor 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"

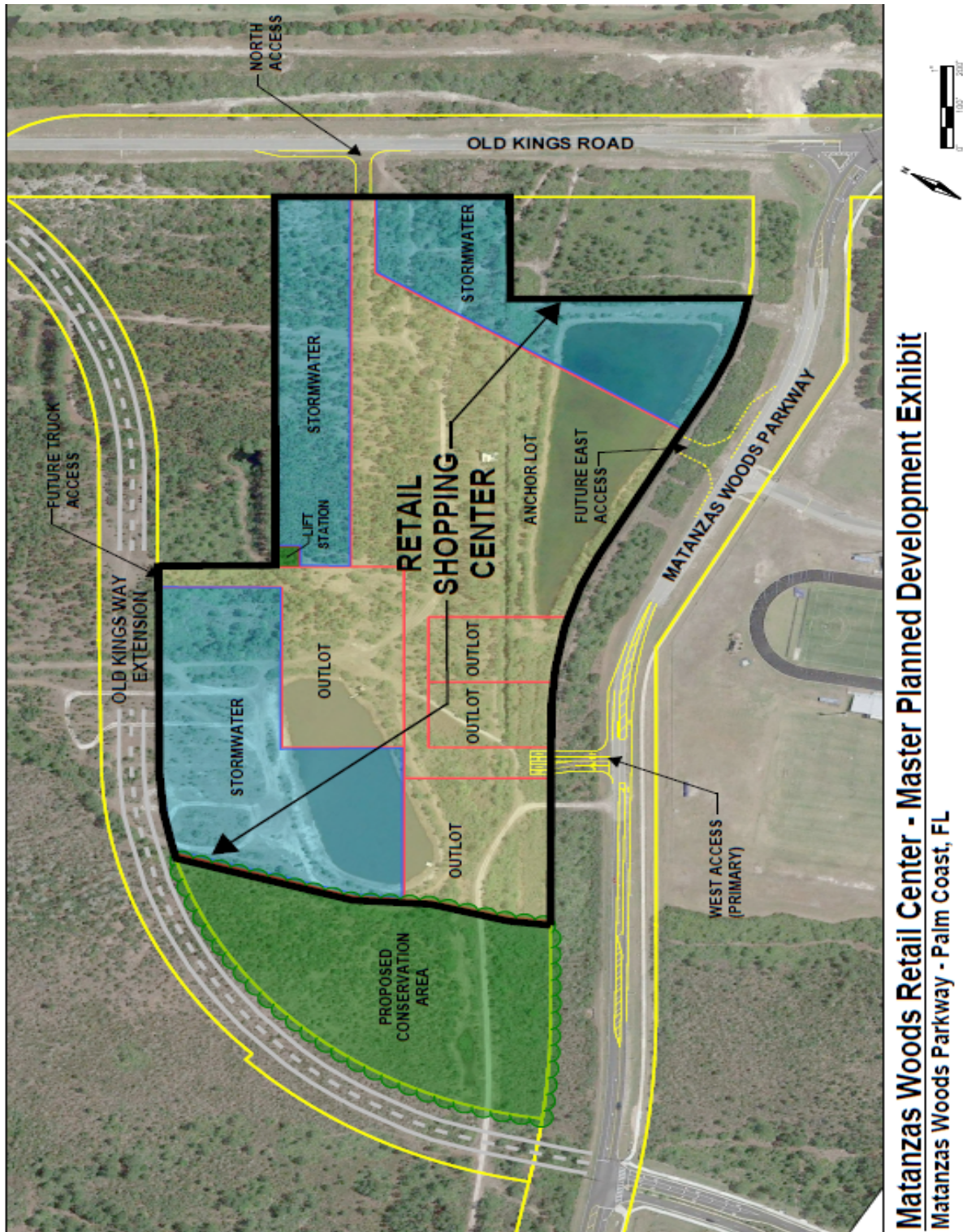
### LEGAL DESCRIPTION OF PROPERTY

A portion of Sections 25 and 26, Township 10 South, Range 30 East, Flagler County, Florida and being more particularly described as follows: Commence at the intersection of the Easterly right of way line of Interstate 95 and the Northerly 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 70°01'31" East along said Northerly right of way line, 986.76 feet to the point of curvature of a curve to the left being concave Northwesterly; thence continue along said right of way line and along and around the arc of said curve having a radius of 1899.89 feet, an arc distance of 387.19 feet, said arc being subtended by a chord bearing and distance of North 64°04'32" East 386.52 feet to the point of tangency of said curve; thence North 58°21'57" East along said Northerly right of way line, 235.89 feet to the Point of Beginning; thence continue North 58°21'57" East along said Northerly right of way line 510.93 feet to the point of curvature of a curve to the right; thence continue along said right of way line and along and around the arc of said curve having a radius of 800.00 feet, an arc distance of 405.21 feet, said arc being subtended by a chord bearing and distance of North 72°52'24" East 400.89 feet to the point of tangency of said curve; thence continue along said right of way line North 87°23'01" East 466.80 feet to the point of curvature of a curve to the left; thence continue along said right of way line and along and around the arc of said curve being concave Northerly and having a radius of 700.00 feet, an arc distance of 233.07 feet, said arc being subtended by a chord bearing and distance of North 77°50'44" East 231.99 feet; thence departing said right of way line, North 31°38'15" West 488.31 feet to the Southerly line of those lands as described and recorded in Official Records Book 1056, page 1578 of the public records of said county; thence North 58°21'00" East along last said line 249.65 feet to the Southwesterly right of way line of Old Kings Road (a 200 foot right of way as now established); thence North 31°38'15" West along said right of way line 479.89 feet to the Northerly line of those lands as described and recorded in Official Records Book 1059, page 952 of the public records of said county; thence South 58°21'00" West along last said line 907.50 feet to the Westerly line of those lands as described and recorded in Official Records Book 1084, page 538 of the public records of said county; thence North 31°38'15" West along last said line 240.00 feet to a point on the Southerly right of way line of Old Kings Way (also known as Old Kings Road Extension, a 120 foot right of way as now established); thence South 58°21'00" West 461.52 feet along said right of way line to the point of curvature of a curve to the left; thence continuing along said right of way line and along and around the arc of said curve having a radius of 900.00 feet, an arc distance of 206.62 feet, said arc being subtended by a chord bearing and distance of South 51°46'23" West 206.17 feet; thence departing said right of way line South 21°31'42" East 176.29 feet; thence South 09°17'37" East 330.65 Feet; thence South 25°49'28" East 194.28 feet; thence South 18°18'32" East 110.29 feet to the Point of Beginning.

Lands thus described contain 29.61 acres more or less.

EXHIBIT "B"

MASTER PLAN



**Matanzas Woods Retail Center - Master Planned Development Exhibit**  
 Matanzas Woods Parkway - Palm Coast, FL

EXHIBIT "C-1"

BEACH VILLAGE SHOPPING CENTER





EXHIBIT "C-2"

ISLAND WALK SHOPPING CENTER



EXHIBIT "C-3"

TOWN CENTER PUBLIX PLAZA





**COMMUNITY DEVELOPMENT DEPARTMENT  
STAFF REPORT FOR MATANZAS WOODS RETAIL CENTER MPD  
CITY COUNCIL ON MAY 21, 2019**

---

**OVERVIEW**

---

**Application Number:** 3855

**Applicant:** Matanzas Holdings, LLC

**Property Description:** 29.61 +/- acres of property located in the northwest quadrant of Matanzas Woods Parkway and Old Kings Road

**Property Owners:** Matanzas Holdings, LLC (Matanzas) and City of Palm Coast (City)

**Parcel ID #:** 25-10-30-4626-00000-00B0 Matanzas owned  
25-10-30-4626-00000-00C0 Matanzas owned  
25-10-30-4626-00000-00D1\* Matanzas owned  
25-10-30-0000-01020-0050\* City owned  
25-10-30-4626-00000-0Z03\* City owned

*\*Westerly wetland areas are not included*

**Current FLUM designation:** Mixed Use

**Current Zoning designation:** General Commercial (COM-2) on most of site except Public/Semi-Public (PSP) is along the southerly portion and Rural Estates (EST-2) along westerly portion

**Current Use:** Vacant land with stormwater pond & borrow pit

**Size of subject property:** 29.61 +/- acres

**Requested Action:** Rezoning from General Commercial (COM-2), Public/Semi-Public (PSP) and Rural Estates (EST-2) to Matanzas Woods Retail Center Master Planned Development (MPD)

**Recommendation:** Approval

---

**ANALYSIS**

---

**REQUESTED ACTION**

Matanzas Holdings, LLC as property owner of three properties and contracted purchaser of the two City owned properties, is proposing to rezone 29.61 +/- acres of vacant land with an existing stormwater pond and borrow pit located on the west side Old Kings Road and north of Matanzas Woods Parkway. The proposed rezoning is from General Commercial (COM-2), Public/Semi-Public (PSP) and Rural Estates (EST-2) to Matanzas Woods Retail Center Master Planned Development (MPD) for a shopping center with outparcels.

**BACKGROUND/SITE HISTORY**

On September 18, 2018, the City Council approved an Agreement for Exchange of Real Estate, exchanging the portions of the two City owned properties located within this MPD Rezoning to Matanzas

Holdings, LLC (see Resolution #2018-127) for property located north of the subject property and for Matanzas Holdings, LLC providing stormwater storage on its land for both Matanzas Woods Parkway and Old Kings Way rights-of-way. This agreement also requires Matanzas Holdings, LLC to rezone the subject property to an MPD.

## PROJECT DESCRIPTION

The applicant (Matanzas Holdings, LLC) intends to develop the subject property into a shopping center, anchored by a grocery store, with perhaps a half-dozen outparcels. The project would not exceed 150,000 square feet of commercial area. Outparcels are initially expected to be for a convenience store with gas pumps and a fast food restaurant due to existing demand for those services at this new I-95 Interchange. Thereafter, a hotel and a sit-down restaurant are expected to occupy other outparcels.

## LAND USE AND ZONING INFORMATION

### USE SUMMARY TABLE:

CATEGORY:	EXISTING:	PROPOSED:
Future Land Use Map (FLUM)	Mixed Use	Mixed Use
Zoning District	COM-2, EST-2 and PSP	Master Plan Development (MPD)
Use	Vacant land and ponds	Retail and general commercial
Acreage	29.61 +/- acres	29.61 +/- acres

### SURROUNDING LAND USES:

NORTH:	FLUM:	Mixed Use
	Zoning:	General Commercial (COM-2)
SOUTH:	FLUM:	Institutional and Greenbelt to the SE
	Zoning:	Public/Semi-Public (PSP)
EAST:	FLUM:	Greenbelt
	Zoning:	Master Planned Development (MPD)
WEST:	FLUM:	Conservation
	Zoning:	Rural Estates (EST-2)

## ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.05.05

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

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

---

**Staff Finding:** The proposed development is not in conflict with, or contrary to, the public interest as the proposed MPD for general commercial and retail uses will be compatible with the surrounding properties having zoning of COM-2, PSP, EST-2 and MPD.

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

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

- **Chapter 1 Future Land Use Element:**

*-Policy 1.1.1.2 – The future land use designations shall permit the zoning districts listed and generally described in the following table.*

The FLUM designates the subject property as Mixed Use. Master Planned Development (MPD) and General Commercial (COM-2) are allowed zoning districts for the Mixed Use designation on this FLUM table. The subject property is proposed for a MPD rezoning utilizing the General Commercial (COM-2) District for the base zoning standards.

*-Goal 1.1 – Preserve the character of residential communities, prevent urban sprawl and protect open space and environmental resources, while providing a mix of land uses, housing types, services, and job opportunities in mixed use centers and corridors.*

The project will preserve the character of the nearby residential communities while providing commercial services and job opportunities within a commercial area that is located between residential neighborhoods to the south and east and Interstate 95. This location near Interstate 95, at the City's only interchange in northern Palm Coast, will allow nearby residents to obtain commercial services while they are on their way to or from Interstate 95. This will also allow those residents to potentially travel more efficiently by having the opportunity for multi-purpose trips.

*-Policy 1.1.2.2 – Permitted densities and intensities within a MPD shall generally follow those allowed within the corresponding zoning districts associated with the land use designation assigned to the property. Deviations from these density and intensity standards may be permissible in order to promote and encourage creatively planned projects and in recognition of special geographical features, environmental conditions, economic issues, or other unique circumstances.*

The proposed zoning reclassification is Master Planned Development (MPD) which uses the General Commercial (COM-2) Zoning District for its base development standards. No deviations of any significance have been requested for this development project by the applicant.

*-Policy 1.1.4.1 – The Mixed Use land use designation is intended to provide opportunities for residents to work, shop, engage in recreational activities, and attend school and religious services in reasonably close proximity to residential dwellings.*

The proposed project should provide retail shopping opportunities for numerous existing and future residential homes in the neighborhoods within three miles of the site, students attending Flagler Matanzas High School, and motorists along Matanzas Woods Parkway and Interstate 95. Once businesses open within the shopping center and on outparcels, job opportunities for nearby residents with only a short commute will be provided.

- **Chapter 2 Transportation Element:**

*-Policy 2.2.1.1 – The City shall enforce regulations in the LDC requiring commercial development to provide roadway connections to adjacent commercial development and to provide for future connections, where feasible.*



---

The developer will be constructing access drives onto all three roadways the project has frontage on including Matanzas Woods Parkway, Old Kings Road and the future planned Old Kings Way Extension. A cross-connection will not be required for the proposed project with the StorQuest Express self-storage site that is located directly to its NE, as the self-storage facility will be fully enclosed via walls, buildings and a gate so it can provide sufficient security for its customers.

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

**Staff Finding:** Public roadways and public utilities are available to serve the site and the developer will construct a master lift station to serve all development within the project.

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

**Staff Finding:** The proposed standards in the MPD rezoning will allow for development of general commercial and retail uses that will be in harmony with the surrounding area of institutional uses, residential homes, and planned future commercial/medical/storage uses.

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

**Staff Finding:** The subject property will be required to comply with the City's Land Development Code, Comprehensive Plan, and the requirements of all other applicable agencies throughout the development process.

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

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 compliance with the Comprehensive Plan elements and their goals, objectives and policies.

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

**Staff Finding:** The site will be developed in compliance with all environmental standards from Army Corps of Engineers, St. Johns River Water Management District, and the City of Palm Coast.

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

**Staff Finding:** Impacts to the Palm Coast economy are anticipated to be positive since the project will be the only commercial development in north and northeast Palm Coast and will provide retail services and job opportunities for residents in this part of Palm Coast.

*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 schools, wastewater, potable water, drainage, fire and police protection, solid waste and transportation systems will be covered by concurrency regulations and impact fees paid by the developer.

---

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

**Staff Finding:** The new Interstate 95 and Matanzas Woods Parkway Interchange has significantly altered traffic patterns in north Palm Coast. Now most residents living north of Palm Coast Parkway that want to go northbound on Interstate 95 can utilize the I-95 and Matanzas Woods Parkway Interchange. The project's location about 1/3 mile east of the I-95 northbound exit and entrance roads will allow residents who live in north Palm Coast to utilize the project's retail services when they enter/exit Interstate 95 at this Interchange. Advent Health has recently announced a proposed medical center with emergency medical services between the subject project and the Interstate 95 Interchange. An approved StorQuest self-storage facility, located on the northeast corner of the subject property, has been approved and construction is expected to commence shortly.

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

**Staff Finding:** The proposed MPD rezoning will allow the project to be developed in a manner compatible with neighboring properties and anticipated nearby future commercial development.

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

**Staff Finding:** Yes, the rezoning will allow this site to be developed where roads and utility services to serve the project are already in place. The project will also provide commercial services for nearby residents who now have to drive as much as five miles south to Palm Coast Parkway for those services.

#### OTHER REVIEW DATA

A Traffic Impact Study (TIS) was received from the applicant which showed Phase 1 of the project, with an estimated 109,100 sq. ft. of retail uses, would generate per the *ITE's Trip Generation Manual* 468 a.m. peak hour, 810 p.m. peak hour and 9,656 daily trips. After adjustments for multi-use traffic and pass-by traffic the project's Phase 1 was estimated to generate net new traffic as follows: 302 a.m. peak hour trips, 556 p.m. peak hour trips and 6,552 daily trips. The TIS showed that at build-out of Phase 1 in 2023, with the project's traffic included, that all roadway segments and intersections within the study area would operate at Level of Service (LOS) C or better except for the intersection of Matanzas Woods Parkway and Bird of Paradise Drive. At this un-signalized intersection, the north bound traffic would operate at LOS F during only the a.m. peak hour which is partially due to a large volume of traffic heading to Matanzas High School.

To ensure high quality development for the project, the applicant has agreed to construct the shopping center in an architecturally style similar to either the Island Walk Shopping Center, Beach Village Shopping Center or the Town Center Publix Plaza. Photos representing these architectural styles are shown as Exhibits C-1, C-2, and C-3 respectively in the MPD Agreement.

#### PUBLIC PARTICIPATION

Unified Land Development Code Chapter 2, Part II, Section 2.05.02 requires developers or property owners who are requesting to rezone property within the City to notify neighboring property owners within 300 feet of the subject property boundaries and hold a Neighborhood Information Meeting (NIM).

To comply with this standard, the applicant notified neighboring property owners via regular mail on January 9, 2019, of an upcoming neighborhood information meeting that was held on January 22, 2019 at 6:00 p.m. in the Media Room at Matanzas High School. A total of three persons attended this meeting including Matanzas High School Principal Jeffrey Reaves, the applicant's engineer Curt Wimpee, PE of Alliant Engineering, Inc. and City Senior Planner Bill Hoover. Principal Jeffrey Reaves mentioned his concern about access points for the proposed shopping center and how those would work for students, teachers and visitors to the school. Curt Wimpee, PE showed each of the project's access points including those for pedestrians and bicyclists. Principal Reaves stated that he would request to have

---

David Freeman of the Flagler County School Board follow up with the City and the developer as the project went through the development review processes.

Two City provided signs were erected on the subject property on April 2, 2019 with one along the west side of Old Kings Road and the other along the north side of Matanzas Woods Parkway, to notify neighbors and the general public of the upcoming public hearings for the Planning and Land Development Regulation Board on April 17, 2019. Two additional signs were erected by City staff on May 7<sup>th</sup> notifying the public of the upcoming City Council meetings on May 21 and June 4, 2019.

#### **PLANNING AND LAND DEVELOPMENT REGULATION BOARD**

The Planning and Land Development Regulation Board held a public hearing on this project on April 17<sup>th</sup> at 5:30 PM. At this hearing no one from the public spoke for or against the project. The Planning and Land Development Regulation Board recommended approval to City Council of the MPD rezoning by a 5 – 0 vote.

#### **RECOMMENDATION**

Planning staff and the Planning and Land Development Regulation Board recommend to City Council approval to rezone 29.61 +/- acres from General Commercial (COM-2), Public/Semi-Public (PSP) and Rural Estates (EST-2) to Matanzas Woods Retail Center Master Planned Development (MPD) as shown in the attached Master Planned Development Agreement and Master Plan for retail and commercial uses, Application No. 3855.



*Subject  
Site*



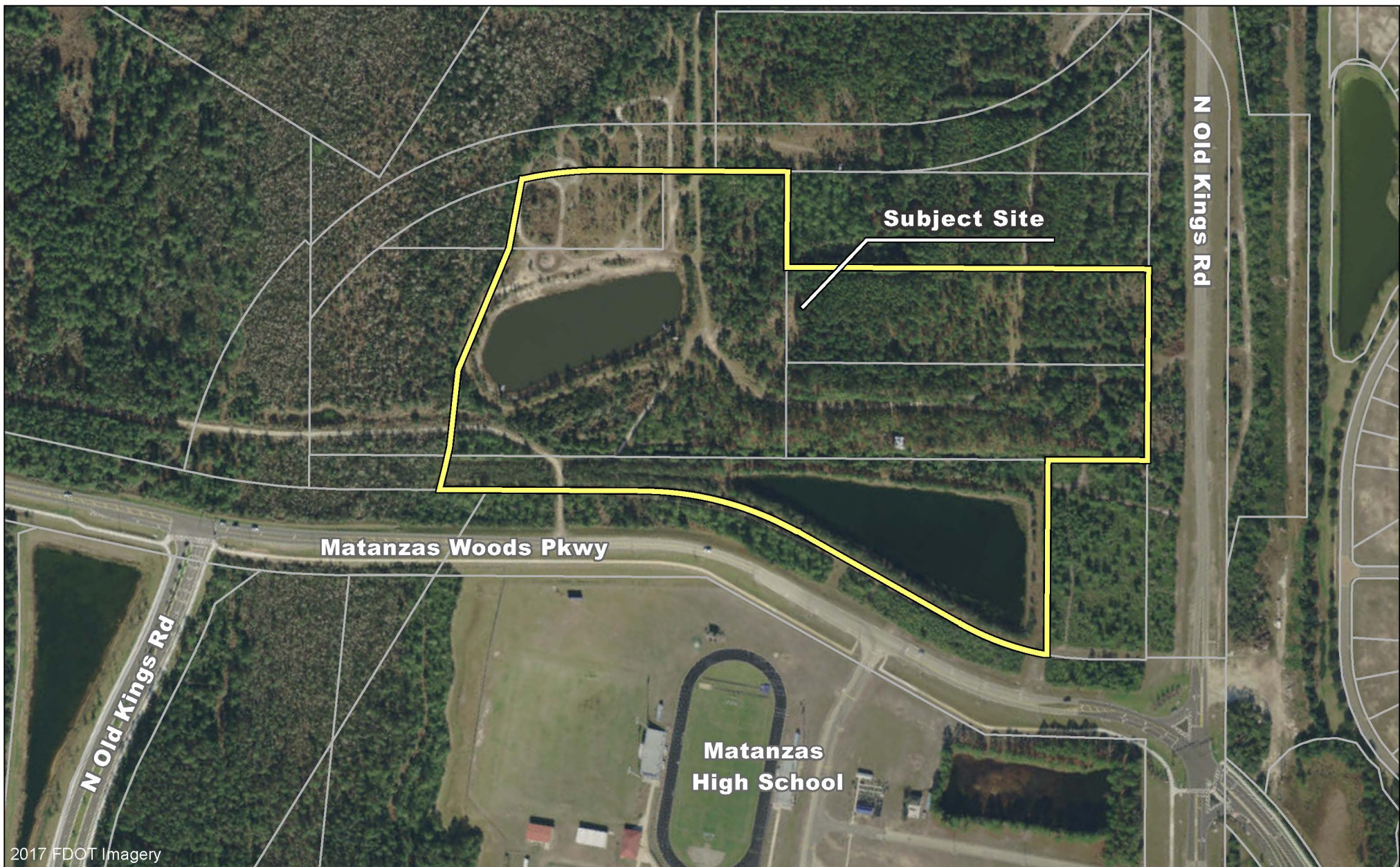
OLD KINGS RD N

MATANZAS WOODS

MATANZAS  
HIGH SCHOOL

245





## Location Map (Large Scale)



Subject Site

Feet 0 250 500

Dataframe Rotation: -32° off True North



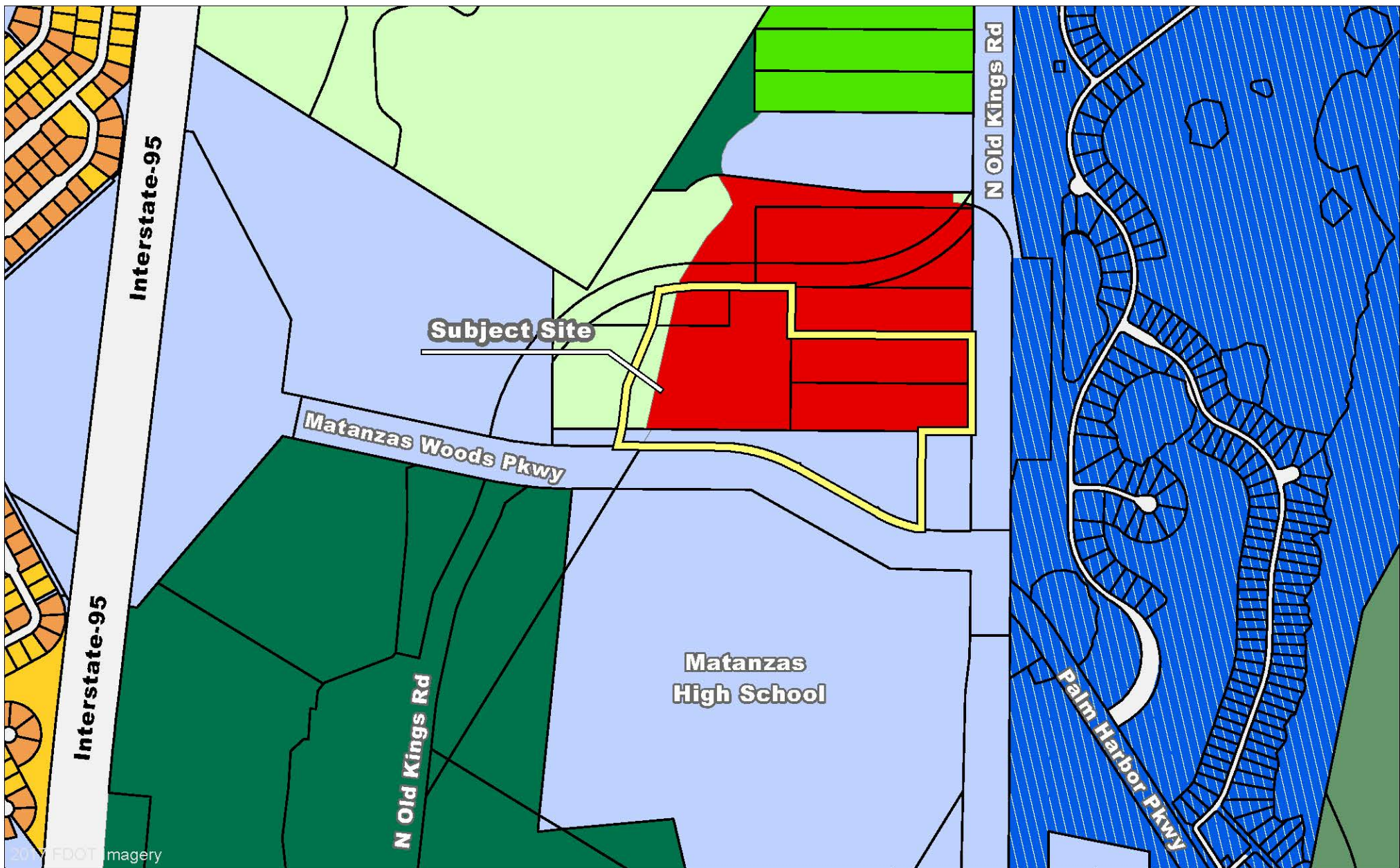
Creation Date:  
3/7/2019













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.





### Existing Zoning Map

	Subject Site		AGR		P & G		SFR-2
	MPD Pre 11-16-08 Designation		COM-2		PRS		SFR-3
			EST-2		PSP		

Feet 0 500 1,000

Dataframe Rotation: -32° off True North



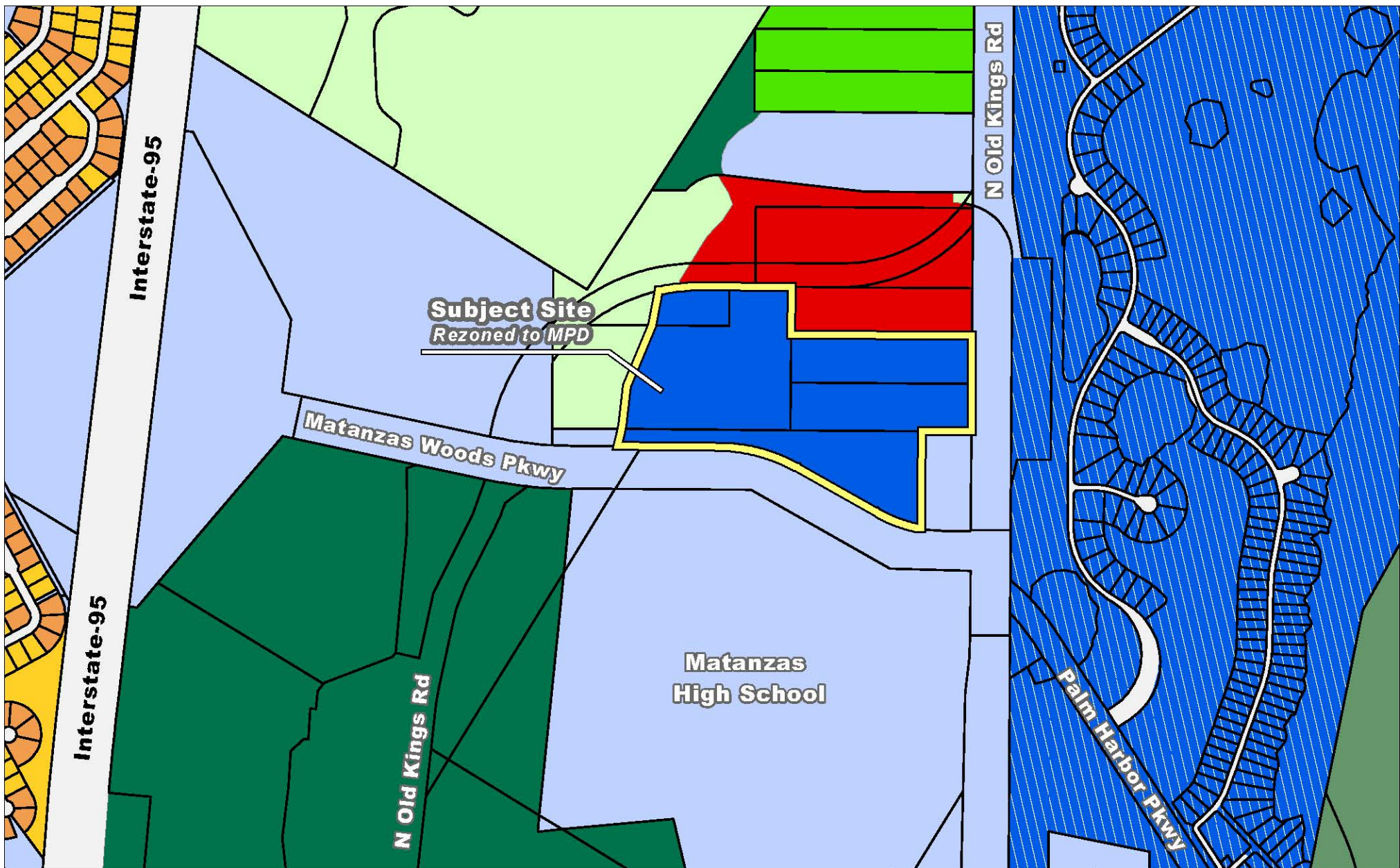
Creation Date:  
3/7/2019



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.





## Proposed Zoning Map

MPD Pre 11-16-08  
Designation

MPD Post 11-16-08  
Designation

AGR

COM-2

EST-2

Subject Site

P & G

PRS

PSP

SFR-2

SFR-3

Feet 0 500 1,000

Dataframe Rotation: -32° off True North



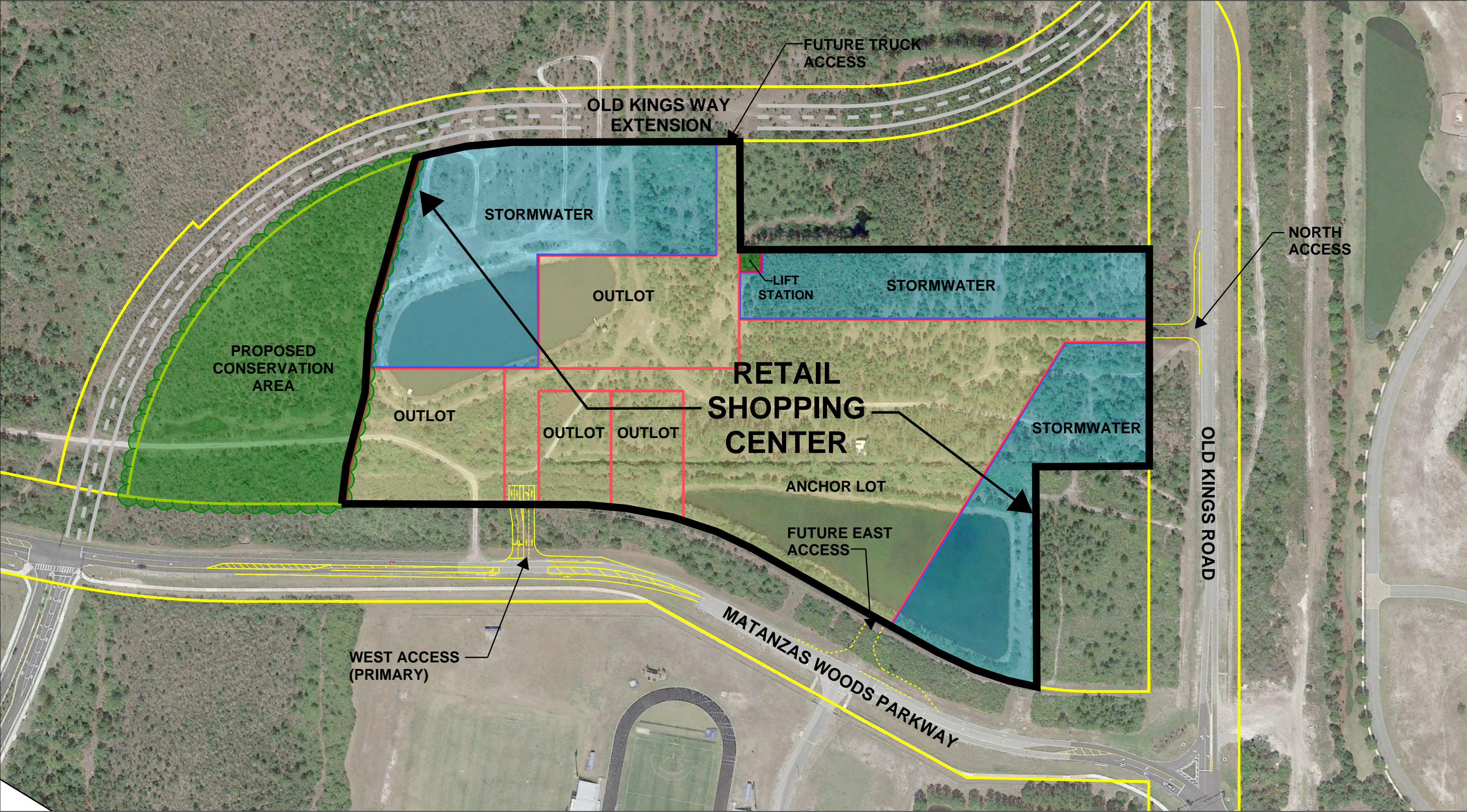
Creation Date:  
3/7/2019



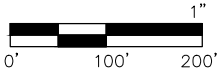
Map Provided By:  
GIS Division

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.





**Matanzas Woods Retail Center - Master Planned Development Exhibit**  
**Matanzas Woods Parkway - Palm Coast, FL**







**ALLIANT**

## Memo

**To:** Ray Tyner  
**From:** Curt Wimpée, PE  
**Date:** January 28, 2019  
**Re:** Matanzas Woods Retail Center Neighborhood Meeting

---

A neighborhood meeting was held on Tuesday January 22<sup>nd</sup> at 6:00 PM at Matanzas High School. This meeting was held to comply with the policy and procedures of Section 2.05.02 of the Land Development Code.

Attached please find the following documents regarding this meeting.

1. List of noticed parcel owners within 300 feet of the subject project.
2. Developer hand out.
3. Meeting Summary.

Thank you for your consideration and please feel free to call at 904-647-5383 should you have any questions.

Sincerely,  
ALLIANT ENGINEERING, INC.

Curt Wimpée, PE  
Southeast Regional Manager

CW/jb  
Enclosures  
y:\jacksonville office\projects\2017\170034\correspondence\final memo to ray tyner.docx

LIST OF PROPERTY OWNERS  
WITHIN 300 FEET OF MATANZAS  
WOODS RETAIL MPD

JANUARY 4, 2019

COUNTY OF FLAGLER  
%BOARD OF COUNTY COMMISSIONERS  
1769 E MOODY BLVD BLDG 2 SUITE 302  
BUNNELL, FL 32110

SCHOOL BOARD OF FLAGLER COUNTY  
(MATANZAS HIGH SCHOOL)  
P O BOX 75  
BUNNELL, FL 32110

SCHOOL BOARD OF FLAGLER COUNTY  
P O BOX 755  
BUNNELL, FL 32110

CARUSO GIOVANNI & NICOLA CARUSO & EMANUELA  
CARUSO JTWROS  
4357 EISENHOWER DR  
BETHLEHEM, PA 18020

CONSER ROBERT W JR & ANNA M GALLO JTWROS  
250 PALM COAST PKWY NE STE #607,193  
PALM COAST, FL 32137

LRA HAMMOCK BEACH LLC  
200 OCEAN CREST DRIVE  
PALM COAST, FL 32137

CITY OF PALM COAST  
ATTN: PLANNING DIVISION  
160 LAKE AVENUE  
PALM COAST, FL 32164





## ALLIANT

January 8, 2019

«AddressBlock»

Re: Proposed Rezoning – 26-10-30-0000-01020-0050, 25-10-30-00000-00A0, 25-10-30-00000-00B0, 25-10-30-4626-00000-00C0, 25-10-30-4326-00000-00D1, and 25-10-30-4626-00000-0Z03.

### Adjacent Property Owner Notification of Neighborhood Meeting

Dear Adjacent Property Owner:

As required by City Code, we will be having a neighborhood meeting to discuss the rezoning of the following Parcels: 26-10-30-0000-01020-0050, 25-10-30-00000-00A0, 25-10-30-00000-00B0, 25-10-30-4626-00000-00C0, 25-10-30-4326-00000-00D1, and 25-10-30-4626-00000-0Z03. This meeting is scheduled for Tuesday, January 22, 2019 in the Media Center at Matanzas High School, 3535 Pirate Nation Way, Palm Coast, FL 32137 at 6:00 pm.

The proposal is to rezone the property from Public/Semi-Public (PSP) and General Commercial (COM-2) to a Master Planned Development (MPD) with its zoning standards primarily based on the General Commercial (COM-2) Zoning District. The rezoning is for the development of a retail shopping center. A Map of the subject property is attached for your reference.

If you have any questions, please do not hesitate to contact me at (904) 647-5383. We look forward to seeing you at the above referenced meeting.

Sincerely,

ALLIANT ENGINEERING, INC.

Curt M. Wimpée, P.E.  
Southeast Regional Manager

CW/jb

cc: File

V:\Jacksonville Office\Projects\2017\170034\correspondence

# Matanzas Woods Retail Center Neighborhood Meeting

January 22, 2019, 6:00 PM, Matanzas High School Media Center

Applicant: Matanzas Holdings, LLC

Representative:

Curt M. Wimpée, PE  
4706 Fullerton Street, Suite 110  
Jacksonville, FL 32256  
904-647-5383  
[cwimpee@alliant-inc.com](mailto:cwimpee@alliant-inc.com)

Zoning Application: Amend the Zoning Map for the following Parcels: 25-10-30-0000-01020-0050, 25-10-30-4626-00000-00B0, 25-10-30-4626-00000-00C0, 25-10-30-4626-00000-00D1, 25-10-30-4626-00000-0Z03. Consisting of approximately 34.1 Acres.

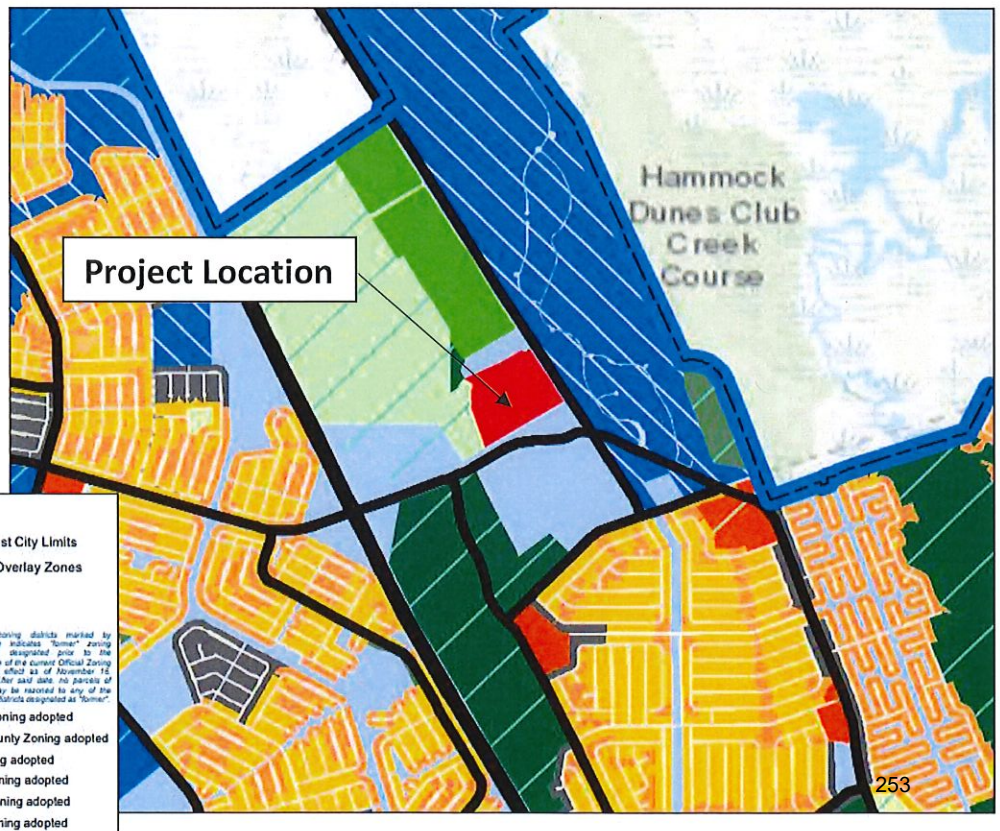
This meeting is to discuss the rezoning to MPD.

## Proposed Matanzas Woods Shopping Center

The proposed rezoning application is to allow for the development of a neighborhood commercial center which may contain a grocery store anchor, fast food restaurants, a gas station/convenience store and other market appropriate neighborhood retail.

## Schedule:

January	Neighborhood Meeting
February	PLRB Board
March	City Council







## ALLIANT

### SUMMARY OF MATANZAS WOODS RETAIL CENTER NEIGHBORHOOD INFORMATION MEETING

The meeting was held at the Media Room of Matanzas High School, 3535 Pirate Nation Way at 6:00 PM on Tuesday, January 22, 2019.

#### Attendees:

- Jeffrey Reaves, Principal of Matanzas High School, phone 386-447-1575, [reavesj@flaglerschools.com](mailto:reavesj@flaglerschools.com),
- Curt Wimpée, PE, Alliant Engineering, Inc., applicant's representative and engineer, phone 904-647-5383
- Bill Hoover, AICP, Senior Planner, City of Palm Coast, phone 386-986-3744

The meeting was informal based on the limited number of attendees. Curt Wimpee provided aerial photos and drawings showing the project's location and its proposed relationship with Matanzas High School. He also mentioned the very limited development to the north of the project, and existing and future residential development west, southwest, south and southeast of the project. Curt Wimpée also pointed out the lack of commercial services for residents living in north Palm Coast and showed the location of the proposed medical facilities for Advent Health. Bill Hoover mentioned that a site plan was just approved for a Stor-Quest self-storage facility that would be located on the northeast side of the proposed shopping center and construction should commence shortly.

Curt Wimpée showed the conceptual site plan layout and said they expect to have a convenience store and a fast food restaurant develop on the two westerly outparcels rather soon based on conversations the developer has had. Curt added that the anchor tenant for the shopping center is expected to be a grocery store but none are under contract at this time. He showed a proposed lot at the NW corner of the project that would make a good hotel site.

Principal Jeffrey Reaves asked about access points for the shopping center and how those would work for students, teachers and visitors to the school? Curt Wimpée showed the approximate location of a proposed cross-walk across Matanzas Woods Parkway that would provide safe access for students. Principal Reaves said the school's northerly access onto Matanzas Woods Parkway is locked during the middle of the day and students are currently not allowed to leave the school grounds at lunchtime as there are no nearby places to eat. Principal Reaves stated he would work with David Freeman of the School Board on determining the best pedestrian and vehicular routes from the school to the shopping center. Bill Hoover mentioned that David Freeman attends the Planning and Land Development Regulation Board's meetings and that Senior Planner Jose Papa would be working on the access as well from the City's standpoint. Curt Wimpée said his office has discussed this with Andy Dance and would work with all parties involved so the best access routes can be determined and designed.

The meeting ended about 6:30 PM.

## City of Palm Coast, Florida Agenda Item

Agenda Date: 05/21/2019

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	6609	<b>Account</b>
<b>Subject</b>	RESOLUTION 2019-XX APPROVING THE FINAL PLAT FOR AMERICAN VILLAGE	
<b>Background :</b> The application, submitted by Beebe and Associates and the owner/applicant, Hammock Real Estate Development LLC, proposes to replat and subdivide approximately 8.9 acres of land into 45 single family residential lots, 8.01 acres of land into (3) multi-family tracts, a stormwater tract and (2) recreational tracts to be a total of 16.91 acres of land.  American Village is located on the south side of Pritchard Drive, approximately one block north of the Pritchard Drive and Prince Michael Lane intersection. The Future Land Use Map is Residential and the Official Zoning is SFR-1 (Single Family Residential 1) and MFR-2 (Multi-Family Residential 2).  The Applicant was issued a site development permit to construction the infrastructure in accordance with the approved construction plans filed with the preliminary plat.  Prior to plat execution, the applicant will be required to provide a maintenance surety of 20% of the Public infrastructure costs subject to City approval of “as-builts” and inspections.  The project meets the technical requirements of the City Code and Florida Statutes, Chapter 177 FS.		
<b>Recommended Action:</b> Adopt Resolution 2019-XX approving the final plat and authorizing the Mayor to execute the plat and staff to issue a Final Plat Development Order for Application 3883 subject to City acceptance and approval of as-builts and required maintenance bond consistent with the ULDC.		

**RESOLUTION 2019-\_\_\_\_**  
**AMERICAN VILLAGE SUBDIVISION FINAL PLAT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING APPLICATION # 3883 FOR THE REPLAT OF A PORTION OF GOVERNMENT SECTION 19, TOWNSHIP 11 SOUTH, RANGE 31 EAST, BLOCK 20 OF PINE GROVE SUBDIVISION KNOWN AS AMERICAN VILLAGE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on January 25, 2019, Application 3883, (hereinafter “the application”) was submitted by Beebe and Associates to the City of Palm Coast Community Development Department for approval of approximately 8.9 acres of land into 45 single family residential lots (SFR-1), 8.01 acres of land into (3) multi-family (MFR-2) tracts, a stormwater tract and (2) recreational tracts to be a total of 16.91 acres of land within Block 20 of the Pine Grove Subdivision; and

**WHEREAS**, the City has reviewed the development proposal and has determined that it is in accordance with the codes, ordinances and land development regulations of the City; and

**WHEREAS**, the City has reviewed the development proposal and has determined that conditions are required to be satisfied prior to the Mayor executing the final plat.

**NOW, THEREFORE, BE IT RESOLVED** by the city of Palm Coast, Flagler County, Florida:

**SECTION 1. APPROVAL APPLICATION/FINDINGS.**

(a). The City Council hereby approves the application for approval of a replat of 45 SFR Lots and 6 Tracts within Pine Grove Subdivision and hereby authorizes the Mayor of the City of Palm Coast to execute the Plat.

(b). 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 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 become effective immediately upon its passage and adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 21<sup>ST</sup> day of May 2019.

**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

GENERAL NOTES:

1. BASIS OF BEARINGS: THE MONUMENTED NORTHERLY LINE OF RESERVED PARCEL "I", PINE GROVE, SECTION 24, AS RECORDED IN PLAT BOOK 8, PGS. 39 THROUGH 53, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING SOUTH 71°39'02" WEST.
2. ALL UTILITIES SHALL BE LOCATED UNDERGROUND.
3. THE SUBJECT SITE LIES WITHIN ZONE "X" FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBERS 137 AND 139 OF 345, MAP NUMBERS 12035C0137E AND 12035C0139E, DATED 6/6/2018. (DO NOT USE PLAT FOR FLOOD ZONE DETERMINATIONS. FEMA FLOOD INSURANCE RATE MAP INFORMATION IS SUBJECT TO CHANGE. USE THE CURRENT APPROVED FIRM FOR COMMUNITY PANEL NUMBER, DATE AND FLOOD ZONE DETERMINATIONS)
4. LOT LINES INTERSECTING ARCS, IF ANY, SHOWN HEREON ARE RADIAL UNLESS OTHERWISE NOTED.
5. MEASUREMENTS ARE IN U.S. FOOT AND DECIMAL PARTS THEREOF. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE UNITED STATES SURVEY FOOT ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
6. COVENANTS AND RESTRICTIONS RECORDATION INFORMATION PER OFFICIAL RECORDS BOOK 2340 PAGES 1941 THROUGH 1960, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
7. PER FLORIDA STATUTE CHAPTER 177.091(9), INTERIOR LOT CORNERS (IRONS NOT SHOWN HEREON) MUST BE SET PRIOR TO LOT TRANSFER OR THE EXPIRATION OF A BOND IF A BOND EXISTS.
8. THIS PLAT MADE IN ACCORDANCE WITH AN OPINION OF TITLE LETTER PREPARED BY CHIUMENTO DWYER HERTEL GRANT & KISTEMAKER, P.L., DATED FEBRUARY 26, 2019.
9. NOTHING HEREIN SHALL BE CONSTRUED AS CREATING AN OBLIGATION UPON ANY GOVERNING BODY TO PERFORM ANY ACT OF CONSTRUCTION OR MAINTENANCE WITHIN SUCH DEDICATED AREAS EXCEPT WHEN THE OBLIGATION IS VOLUNTARILY ASSUMED BY THE GOVERNING BODY.

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES REGARDING TRACTS, EASEMENTS:

1. ALL PLATTED UTILITY EASEMENTS (IF ANY) SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND THE OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
2. UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: (A) 10' ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS; (B) OVER AND ACROSS ALL OF TRACT "D" DEPICTED HEREIN.
3. DRAINAGE EASEMENTS SHOWN HEREON ARE FOR THE PURPOSE OF THE CONSTRUCTION, OPERATION AND MAINTENANCE OF STORMWATER DRAINAGE FACILITIES. THE MAINTENANCE OF SAID DRAINAGE FACILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE AMERICAN VILLAGE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITH NO RECOURSE TO THE CITY OF PALM COAST, FLORIDA.
4. THE CITY OF PALM COAST, FLORIDA HAS NO MAINTENANCE OBLIGATION WITHIN THE EASEMENTS FOR DRAINAGE BUT HAS ACCESS RIGHTS TO RESTORE FUNCTIONALITY WITHIN THE DRAINAGE EASEMENTS IN THE EVENT THE OWNER'S DRAINAGE SYSTEM BECOMES COMPROMISED IN THE CITY'S SOLE JUDGMENT.
5. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON-EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.

CERTIFICATE OF REVIEW

I HEREBY CERTIFY THAT THE UNDERSIGNED IS A LICENSED PROFESSIONAL SURVEYOR AND MAPPER AND IS EITHER EMPLOYED OR UNDER CONTRACT WITH THE CITY OF PALM COAST. I ALSO CERTIFY THAT I AM NOT REPRESENTING THE OWNER OR OWNERS OF RECORD AND HAVE REVIEWED THIS PLAT AND FOUND IT TO COMPLY WITH THE REQUIREMENTS OF CHAPTER 177 PART 1, FLORIDA STATUTES.

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LICENSE NUMBER LS\_\_\_\_\_

CERTIFICATE OF APPROVAL BY THE CITY OF PALM COAST, FLORIDA  
THIS IS TO CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, THE  
FOREGOING PLAT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA.

BY: \_\_\_\_\_  
MAYOR, CITY OF PALM COAST

ATTEST: \_\_\_\_\_  
CITY CLERK

CERTIFICATE OF CLERK (FLAGLER COUNTY)  
I HEREBY CERTIFY THAT THE FOREGOING PLAT WAS FILED FOR RECORD ON THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2019, AT \_\_\_\_\_

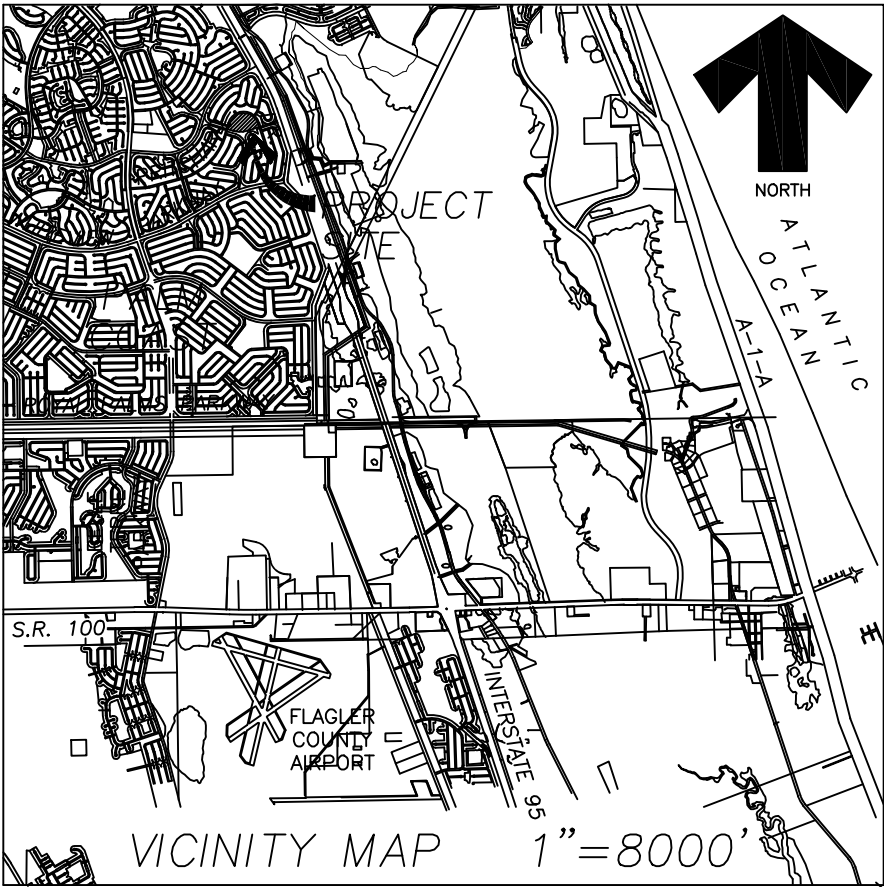
FILE NO. \_\_\_\_\_

BY: \_\_\_\_\_  
CLERK

A SUBDIVISION PLAT OF  
**AMERICAN VILLAGE**

LOCATED IN GOVERNMENT SECTION 19, TOWNSHIP 11 SOUTH, RANGE 31 EAST,  
CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA

BEING A REPLAT OF A PORTION OF GOVERNMENT SECTION 19, TOWNSHIP 11, SOUTH,  
RANGE 31 EAST, BLOCK 20 OF PINE GROVE SUBDIVISION PLAT PER MAP BOOK 8,  
PAGES 39 THROUGH 53, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.



LEGAL DESCRIPTION

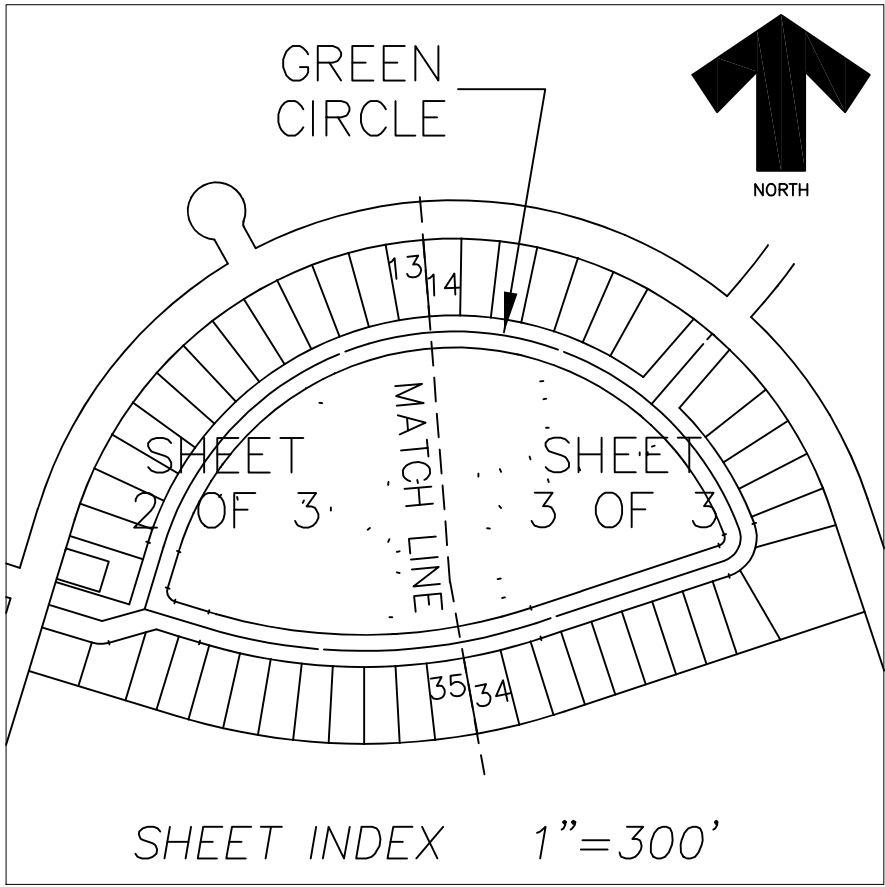
BLOCK 20, PINE GROVE, SECTION 24, PALM COAST, A SUBDIVISION ACCORDING TO THE PLAT  
THEREOF DESCRIBED IN PLAT BOOK 8, PAGES 39 THROUGH 53, INCLUSIVE, LESS AND EXCEPT  
THAT PORTION DESCRIBED IN OFFICIAL RECORDS BOOK 225, PAGE 870, OF THE PUBLIC  
RECORDS OF FLAGLER COUNTY, FLORIDA.

CONTAINING 16.91 ACRES.

CERTIFICATE OF APPROVAL BY PALM COAST PLANNING MANAGER

THIS IS TO CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019,  
THIS PLAT WAS APPROVED.

BY: \_\_\_\_\_  
CITY OF PALM COAST PLANNING MANAGER



DEDICATION AND RESERVATION

KNOW ALL MEN BY THESE PRESENTS, THAT HAMMOCK REAL ESTATE DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LAND DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT ENTITLED "AMERICAN VILLAGE", LOCATED IN THE CITY OF PALM COAST, COUNTY OF FLAGLER, STATE OF FLORIDA, DOES HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED.

TRACT "A" IS HEREBY RESERVED FOR FUTURE DEVELOPMENT. SAID TRACT SHALL BE MAINTAINED BY HAMMOCK REAL ESTATE DEVELOPMENT, LLC, ITS SUCCESSORS AND ASSIGNS, UNTIL AGREEMENT BETWEEN OWNER AND SAID LLC SPECIFIES OTHERWISE. ALSO, EXCLUSIVE UTILITY EASEMENTS ARE HEREBY DEDICATED TO FLORIDA POWER AND LIGHT COMPANY, AS SHOWN HEREIN, FOR PURPOSES OF INSTALLATION AND MAINTENANCE OF THER FACILITIES.

TRACTS "B" AND "C" ARE HEREBY DEDICATED TO THE AMERICAN VILLAGE HOMEOWNERS ASSOCIATION INC., ITS SUCCESSORS AND ASSIGNS, FOR RECREATIONAL PURPOSES AND SHALL BE OWNED AND MAINTAINED BY THE AMERICAN VILLAGE HOMEOWNERS ASSOCIATION, INC.

TRACT "D" IS HEREBY DEDICATED TO THE AMERICAN VILLAGE HOMEOWNERS ASSOCIATION INC., ITS SUCCESSORS AND ASSIGNS, FOR RECREATIONAL AND POSTAL STATION PURPOSES AND SHALL BE OWNED AND MAINTAINED BY THE AMERICAN VILLAGE HOMEOWNERS ASSOCIATION, INC. ALSO, A UTILITY EASEMENT IS HEREBY DEDICATED TO THE CITY OF PALM COAST, FLORIDA, OVER AND ACROSS ALL OF TRACT "D" DEPICTED HERREIN..

TRACT "E" (PRIVATE ROAD) IS HEREBY DEDICATED TO THE AMERICAN VILLAGE HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR PURPOSES OF VEHICULAR ACCESS, UTILITIES, DRAINAGE, SIGNAGE AND LANDSCAPING, AND FOR ACCESS BY MUNICIPAL SERVICES. THE ASSOCIATION SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF TRACT "E" WITH NO RECOURSE TO THE CITY OF PALM COAST, FLORIDA.

DRAINAGE EASEMENTS SHOWN HEREON ARE HEREBY GRANTED TO THE AMERICAN VILLAGE HOMEOWNERS ASSOCIATION, INC., IT'S SUCCESSORS AND ASSIGNS, IN PERPETUITY FOR THE PURPOSE OF THE CONSTRUCTION, OPERATION AND MAINTENANCE OF STORMWATER DRAINAGE FACILITIES. THE MAINTENANCE OF SAID DRAINAGE FACILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE AMERICAN VILLAGE HOMEOWNERS ASSOCIATION, WITH NO RECOURSE TO THE CITY OF PALM COAST, FLORIDA.

A UTILITY EASEMENT OVER TRACT "E" IS HEREBY GRANTED TO THE CITY OF PALM COAST FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF PUBLIC UTILITIES.

A 10.00 FOOT WIDE NONEXCLUSIVE UTILITY EASEMENT ACROSS THE FRONTAGE OF ALL LOTS IS HEREBY GRANTED TO THE CITY OF PALM COAST, AND TO ANY PUBLIC OR PRIVATE UTILITY PROVIDER, FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF PUBLIC UTILITIES.

A 5.00 FOOT WIDE FENCE EASEMENT IS HEREBY GRANTED TO THE AMERICAN VILLAGE HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, IN PERPETUITY FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF A PRIVACY FENCE. THE MAINTENANCE OF SAID FENCE SHALL BE THE SOLE RESPONSIBILITY OF THE AMERICAN VILLAGE HOMEOWNERS ASSOCIATION, INC., WITH NO RECOURSE TO THE CITY OF PALM COAST, FLORIDA.

IN WITNESS WHEREOF, HAMMOCK REAL ESTATE DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS NAME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

SIGNED AND SEALED IN THE PRESENCE OF \_\_\_\_\_  
HAMMOCK REAL ESTATE DEVELOPMENT, LLC  
A FLORIDA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
ALEX USTILOVSKY, MANAGER

PRINT NAME: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

ATTEST: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

THIS IS TO CERTIFY, THAT ON \_\_\_\_\_, 2019, BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED \_\_\_\_\_ TO ME KNOWN TO BE THE PERSON WHO FOR AND ON BEHALF OF HAMMOCK REAL ESTATE DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, EXECUTED THE FOREGOING DEDICATION AND RESERVATION FOR THE LLC AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF FOR AND ON BEHALF OF SAID LLC. HE (IS) \_\_\_\_ (IS NOT) \_\_\_\_ KNOWN TO ME OR HAVE PRODUCED \_\_\_\_\_ AS IDENTIFICATION AND THEY (HAVE)\_\_\_\_ (HAVE NOT) \_\_\_\_ TAKEN AN OATH.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND SEAL ON THE ABOVE DATE.

NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES: \_\_\_\_\_

SEAL

TITLE/RANK:  
COMMISSION NUMBER: \_\_\_\_\_

CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.s") AND PERMANENT CONTROL POINTS ("P.C.P.s") WILL BE PLACED AS REQUIRED BY LAW; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF PALM COAST, FLORIDA.



KENNETH J. KUHAR  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LICENSE NUMBER LS6105

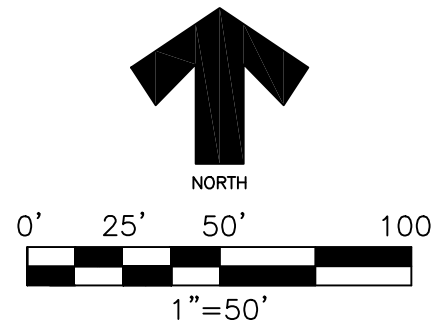
DATE



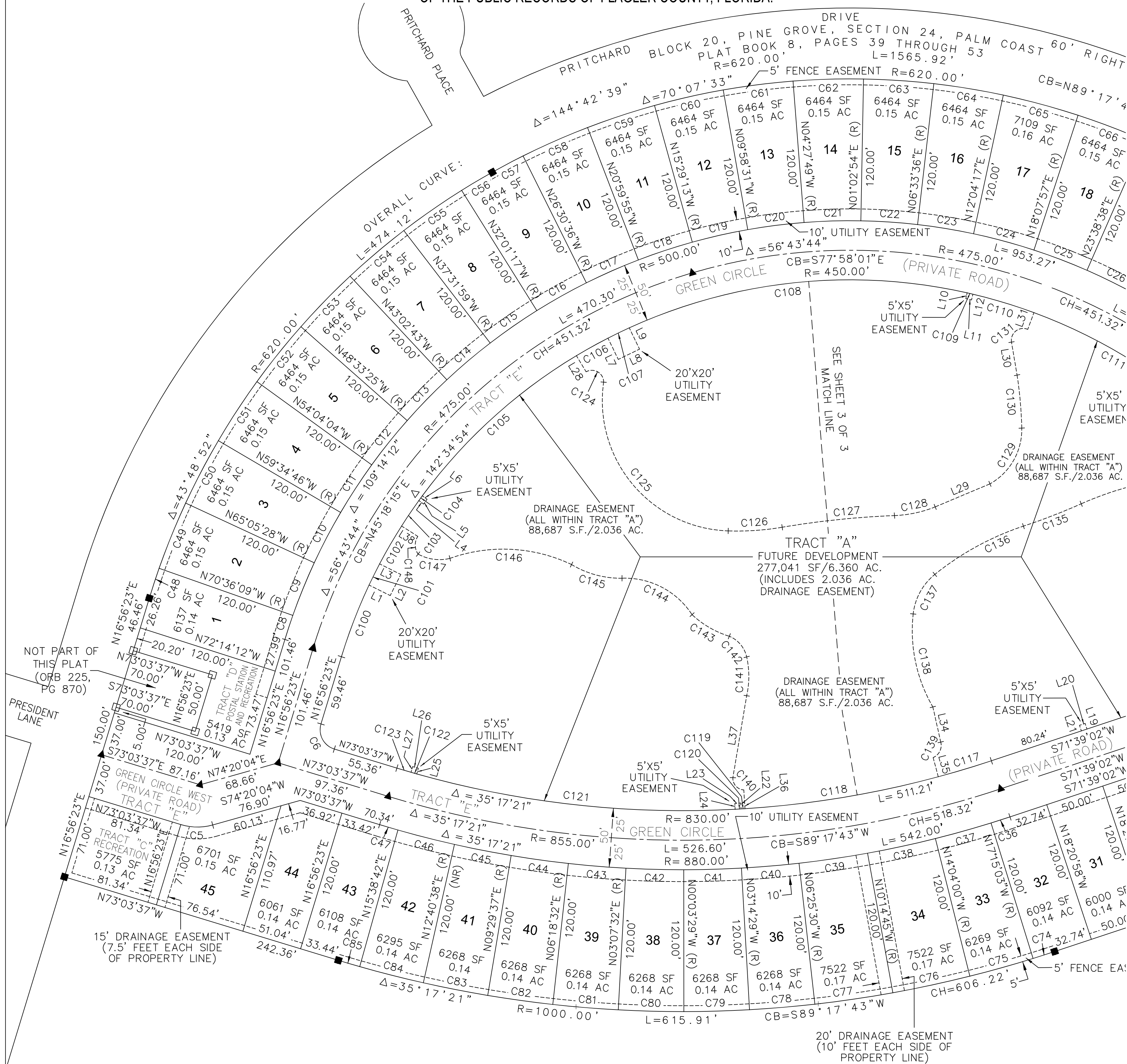
A SUBDIVISION PLAT OF  
**AMERICAN VILLAGE**

LOCATED IN GOVERNMENT SECTION 19, TOWNSHIP 11 SOUTH, RANGE 31 EAST,  
CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA

BEING A REPLAT OF A PORTION OF GOVERNMENT SECTION 19, TOWNSHIP 11, SOUTH, RANGE 31 EAST,  
BLOCK 20 OF PINE GROVE SUBDIVISION PLAT PER MAP BOOK 8, PAGES 39 THROUGH 53,  
OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.



MAP BOOK \_\_\_\_\_, PAGE \_\_\_\_\_



CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	92°07'45"	38.00'	61.10'	S25°10'10"W	64.73'
C2	92°07'45"	63.00'	101.30'	S25°35'10"W	90.74'
C3	3°47'34"	620.00'	41.04'	S51°00'59"E	41.03'
C4	3°03'00"	620.00'	33.00'	S47°35'42"E	33.00'
C5	32°36'20"	48.03'	27.33'	S89°21'47"E	26.96'
C6	90°00'00"	17.00'	26.70'	N28°03'37"W	24.04'
C7	92°07'45"	13.00'	20.90'	N25°35'10"E	18.72'
C8	2°27'27"	500.00'	21.45'	S18°10'07"W	21.44'
C9	5°30'42"	500.00'	48.10'	S22°09'11"W	48.08'
C10	5°30'42"	500.00'	48.10'	N27°39'53"E	48.08'
C11	5°30'42"	500.00'	48.10'	N33°10'35"E	48.08'
C12	5°30'39"	500.00'	48.09'	N38°41'16"E	48.07'
C13	5°30'42"	500.00'	48.10'	N44°11'56"E	48.08'
C14	5°30'44"	500.00'	48.10'	N49°42'39"E	48.08'
C15	5°30'43"	500.00'	48.10'	N55°13'22"E	48.08'
C16	5°30'41"	500.00'	48.09'	N60°44'04"E	48.08'
C17	5°30'41"	500.00'	48.10'	N65°14'45"E	48.08'
C18	5°30'42"	500.00'	48.10'	N71°45'26"E	48.08'
C19	5°30'42"	500.00'	48.10'	S77°16'08"W	48.08'
C20	5°30'42"	500.00'	48.10'	N82°46'50"E	48.08'
C21	5°30'43"	500.00'	48.10'	N88°17'32"E	48.08'
C22	5°30'42"	500.00'	48.10'	S86°11'45"E	48.08'
C23	5°30'41"	500.00'	48.10'	N80°41'04"W	48.08'
C24	6°03'40"	500.00'	52.89'	N74°53'53"W	52.87'
C25	5°30'41"	500.00'	48.10'	S69°08'43"E	48.08'
C26	5°30'43"	500.00'	48.10'	S63°36'01"E	48.08'
C27	7°01'15"	500.00'	61.27'	S57°20'02"E	61.23'
C28	7°02'40"	500.00'	61.47'	N41°48'49"W	61.44'
C29	5°30'40"	500.00'	48.09'	N35°32'09"W	48.07'
C30	5°30'41"	500.00'	48.10'	S30°01'28"E	48.08'
C31	5°30'41"	500.00'	48.10'	S24°30'47"E	48.08'
C32	1°16'44"	500.00'	11.16'	S21°07'04"E	11.16'
C33	34°35'00"	63.00'	38.03'	S03°11'12"E	37.45'
C34	40°06'11"	63.00'	44.10'	N34°03'23"E	43.20'
C35	17°26'34"	63.00'	19.18'	S67°58'45"W	18.11'
C36	1°05'55"	880.00'	16.87'	N72°12'00"E	16.87'
C37	3°11'03"	880.00'	48.90'	N74°20'29"E	48.90'
C38	3°49'15"	880.00'	58.69'	S77°50'38"W	58.67'
C39	3°49'15"	880.00'	58.68'	N81°39'53"E	58.67'
C40	3°11'00"	880.00'	48.89'	N85°10'00"E	48.89'
C41	3°11'00"	880.00'	48.89'	N88°21'01"E	48.89'
C42	3°11'01"	880.00'	48.90'	N88°27'59"W	48.89'
C43	3°11'00"	880.00'	48.89'	S85°16'58"E	48.89'
C44	3°11'05"	880.00'	48.92'	N82°05'55"W	48.91'
C45	3°11'00"	880.00'	48.89'	N78°54'53"W	48.89'
C46	3°12'48"	880.00'	49.35'	N75°42'58"W	49.35'
C47	1°02'58"	880.00'	16.12'	N73°35'05"W	16.12'
C48	2°27'27"	620.00'	26.59'	S18°10'07"W	26.59'
C49	5°30'41"	620.00'	59.64'	N22°09'11"E	59.62'
C50	5°30'42"	620.00'	59.64'	N27°39'53"E	59.62'
C51	5°30'41"	620.00'	59.64'	N33°10'35"E	59.62'
C52	5°30'38"	620.00'	59.63'	S38°41'14"W	59.61'
C53	5°30'42"	620.00'	59.64'	N44°11'54"E	59.62'
C54	5°30'43"	620.00'	59.65'	S49°42'37"W	59.62'
C55	5°30'43"	620.00'	59.64'	N55°13'19"E	59.62'
C56	2°46'34"	620.00'	30.04'	S59°21'58"W	30.04'
C57	2°44'06"	620.00'	29.60'	N62°07'18"E	29.59'
C58	5°30'41"	620.00'	59.64'	N66°14'41"E	59.62'
C59	5°30'41"	620.00'	59.64'	N71°45'26"E	59.62'
C60	5°30'41"	620.00'	59.64'	N77°16'04"E	59.62'
C61	5°30'41"	620.00'	59.64'	N82°46'45"E	59.62'
C62	5°30'44"	620.00'	59.65'	N88°17'28"E	59.62'
C63	5°30'41"	620.00'	59.64'	N86°11'50"W	59.62'
C64	5°30'41"	620.00'	59.64'	S80°41'09"E	59.62'
C65	6°03'41"	620.00'	65.59'	S74°53'58"E	65.56'
C66	5°30'41"	620.00'	59.64'	N69°06'47"W	59.62'
C67	5°30'42"	620.00'	59.64'	S63°36'06"E	59.62'
C68	7°55'59"	620.00'	85.84'	S65°52'45"E	85.77'
C69	7°46'40"	620.00'	84.16'	S42°10'52"E	84.10'
C70	5°30'40"	620.00'	59.64'	S35°32'12"E	59.61'
C71	5°30'41"	620.00'	59.64'	S30°01'32"E	59.62'
C72	5°30'42"	620.00'	59.64'	N24°30'50"W	59.62'
C73	3°24'32"	620.00'	36.89'	S20°03'13"E	36.88'
C74	1°05'57"	1000.00'	19.19'	N72°12'01"E	19.19'
C75	3°11'03"	1000.00'	55.57'	N74°20'29"E	55.57'
C76	3°49'15"	1000.00'	66.68'	S77°50'38"W	66.68'
C77	3°49'15"	1000.00'	66.68'	N81°39'55"E	66.67'
C78	3°11'00"	1000.00'	55.56'	S85°10'03"W	55.55'
C79	3°11'00"	1000.00'	55.56'	S88°21'03"W	55.55'
C80	3°11'01"	1000.00'	55.56'	S88°27'56"E	55.56'
C81	3°11'01"	1000.00'	55.56'	N85°16'55"W	55.56'
C82	3°11'03"	1000.00'	55.57'	S82°05'54"E	55.57'
C83	3°11'03"	1000.00'	55.57'	N78°54'51"W	55.57'
C84	3°11'03"	1000.00'	55.57'	N75°42'58"W	55.56'
C85	1°04'41"	1000.00'	18.82'	N73°35'05"W	18.82'
C86	1°23'45"	830.00'	20.22'	N72°20'55"E	20.22'
C87	14°54'59"	830.00'	216.08'	S80°30'17"W	215.47'
C88	18°58'38"	830.00'	274.91'	N82°32'55"W	273.65'
C89	10°59'44"	450.00'	86.36'	N22°26'15"E	86.23'
C90	35°51'11"	450.00'	281.59'	N45°51'42"E	277.02'
C91	41°27'39"	450.00'	325.63'	N84°31'07"E	318.57'
C92	35°09'09"	450.00'	276.09'	S57°10'29"E	271.78'
C93	19°07'13"	450.00'	150.17'	S30°02'19"E	149.47'
C94	75°05'40"	46.40'	60.81'	S29°52'44"W	56.55'
C95	92°53'06"	100.00'	162.12'	N50°19'02"W	144.94'
C96	87°17'25"	70.00'	106.65'	S26°05'09"W	96.63'
C97	3°25'19"	620.00'	37.03'	S51°12'06"E	37.02'
C98	3°25'15"	620.00'	37.02'	S47°46'49"E	37.01'
C99	0°22'15"	620.00'	4.01'	S49°18'19"E	4.01'

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C100	8°16'45"	450.00'	65.05'	N21°04'51"E	64.99'
C101	2°32'48"	450.00'	20.00'	N28°29'42"E	20.00'
C102	4°43'06"	450.00'	37.06'	N30°07'39"E	37.05'
C103	3°18'48"	450.00'	26.02'	N34°08'36"E	26.02'
C104	0°38'12"	450.00'	5.00'	N36°07'06"E	5.00'
C105	22°35'01"	450.00'	177.37'	N47°43'43"E	176.23'
C106	3°53'36"	450.00'	30.58'	N60°58'01"E	30.57'
C107	2°32'48"	450.00'	20.00'	N64°11'13"E	20.00'
C108	37°15'30"	450.00'	292.63'	N84°05'22"E	287.50'
C109	0°38'12"	450.00'	5.00'	S76°57'47"E	5.00'
C110	6°52'22"	450.00'	53.98'	S73°12'30"E	53.95'
C111	20°02'09"	450.00'	157.36'	S59°45'15"E	156.56'
C112	0°38'12"	450.00'	5.00'	S49°25'04"E	5.00'
C113	2°11'30"	450.00'	17.21'	S48°00'14"E	17.21'
C114	7°17'43"	450.00'	57.30'	S43°15'37"E	57.26'
C115	2°33'38"	450.00'	20.11'	S38°19'56"E	20.11'
C116	16°34'25"	450.00'	130.17'	S28°45'55"E	129.71'
C117	3°14'23"	830.00'	46.93'	S73°16'14"W	46.93'
C118	11°27'56"	830.00'	166.09'	S80°37'24"W	165.81'
C119	0°13'48"	830.00'	3.33'	S86°28'15"W	3.33'
C120	0°20'43"	830.00'	5.00'	S86°45'51"W	5.00'
C121	18°48'06"	830.00'	272.36'	N83°40'05"W	271.14'
C122	0°20'43"	830.00'	5.00'	N74°05'41"W	5.00'
C123	0°51'43"	830.00'	12.49'	N73°29'28"W	12.49'
C124	119°21'49"	10.00'	20.83'	S59°32'20"E	17.26'
C125	96°20'37"	110.16'	185.23'	S39°57'13"E	164.17'
C126	11°30'07"	228.59'	45.89'	N86°07'25"E	45.81'
C127	7°23'11"	741.40'	95.58'	N84°03'57"E	95.51'
C128	19°35'15"	103.48'	35.38'	N77°57'55"E	35.20'
C129	62°02'31"	52.69'	57.08'	N29°43'49"E	54.31'
C130	7°32'16"	342.55'	9.87'	N05°03'33"W	45.03'
C131	121°46'59"	10.00'	21.28'	N51°53'51"E	17.47'
C132	29°44'19"	49.79'	25.85'	S33°57'10"E	25.56'
C133	112°13'49"	8.68'	17.01'	S37°01'54"W	14.42'
C134	20°03'23"	278.39'	97.45'	S76°03'56"W	96.96'
C135	5°38'40"	532.55'	52.46'	S68°51'34"W	52.44'
C136	20°32'44"	239.34'	85.82'	S61°24'32"W	85.36'
C137	44°49'16"	49.99'	39.11'	S28°43'33"W	38.12'
C138	36°31'11"	128.35'	81.81'	S11°56'40"E	80.43'
C139	82°07'15"	11.12'	15.94'	N26°16'51"W	14.61'
C140	7°32'16"	342.55'	9.87'	N41°49'29"W	13.86'
C141	25°12'32"	75.23'	33.10'	N00°01'55"E	32.83'
C142	54°55'29"	24.80'	23.77'	N40°02'25"W	22.87'
C143	25°56'55"	81.09'	36.73'	N59°54'05"W	36.41'
C144	59°02'22"	67.81'	69.87'	N62°31'27"W	66.82'
C145	31°49'25"	80.72'	44.83'	N74°48'48"W	44.26'
C146	45°05'14"	134.44'	105.80'	N87°07'03"W	103.09'
C147	42°25'35"	37.54'	27.80'	N82°17'09"W	27.17'
C148	68°21'21"	13.34'	15.92'	N00°49'49"W	14.99'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S63°30'18"E	20.00'
L2	N26°29'42"E	20.00'
L3	N63°30'18"W	20.00'
L4	S53°52'54"E	5.00'
L5	N36°07'06"E	5.00'
L6	N53°52'54"W	5.00'
L7	S25°48'47"E	20.00'
L8	N64°11'13"E	20.00'
L9	N25°48'47"W	20.00'
L10	S13°02'13"W	5.00'
L11	S76°57'47"E	5.00'
L12	N13°02'13"E	5.00'
L13	S40°34'56"W	5.00'
L14	S49°25'04"E	5.00'
L15	N40°34'56"E	5.00'
L16	S51°40'02"W	4.92'
L17	S38°19'31"E	20.00'
L18	N51°40'02"E	20.00'
L19	N18°20'58"W	5.00'
L20	S71°39'02"W	5.00'
L21	S18°20'58"E	5.00'
L22	N03°14'29"W	5.00'
L23	S86°45'31"W	5.00'
L24	S03°14'29"E	5.00'
L25	N15°38'42"E	5.00'
L26	N74°21'18"W	5.00'
L27	S15°38'42"W	5.00'
L28	S30°58'47"E	15.92'
L29	N67°11'54"E	50.29'
L30	N09°39'46"W	28.29'
L31	N20°13'41"E	15.12'
L32	S43°05'31"W	16.11'
L33	S88°38'36"W	12.31'
L34	S12°39'59"E	30.46'
L35	S15°06'34"E	16.82'
L36	N03°38'39"W	15.90'
L37	N09°33'19"E	70.32'
L38	N57°30'48"W	16.31'

LEGEND / ABBREVIATIONS

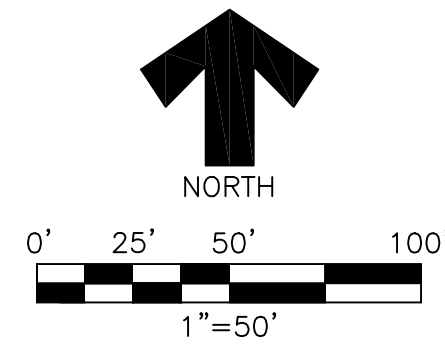
R/W RIGHT OF WAY  
C CENTERLINE  
Δ DELTA ANGLE  
R RADIUS  
L ARC LENGTH  
CB CHORD BEARING  
CH CHORD LENGTH  
(R) RADIAL  
NR NON-RADIAL  
ORB OFFICIAL RECORDS



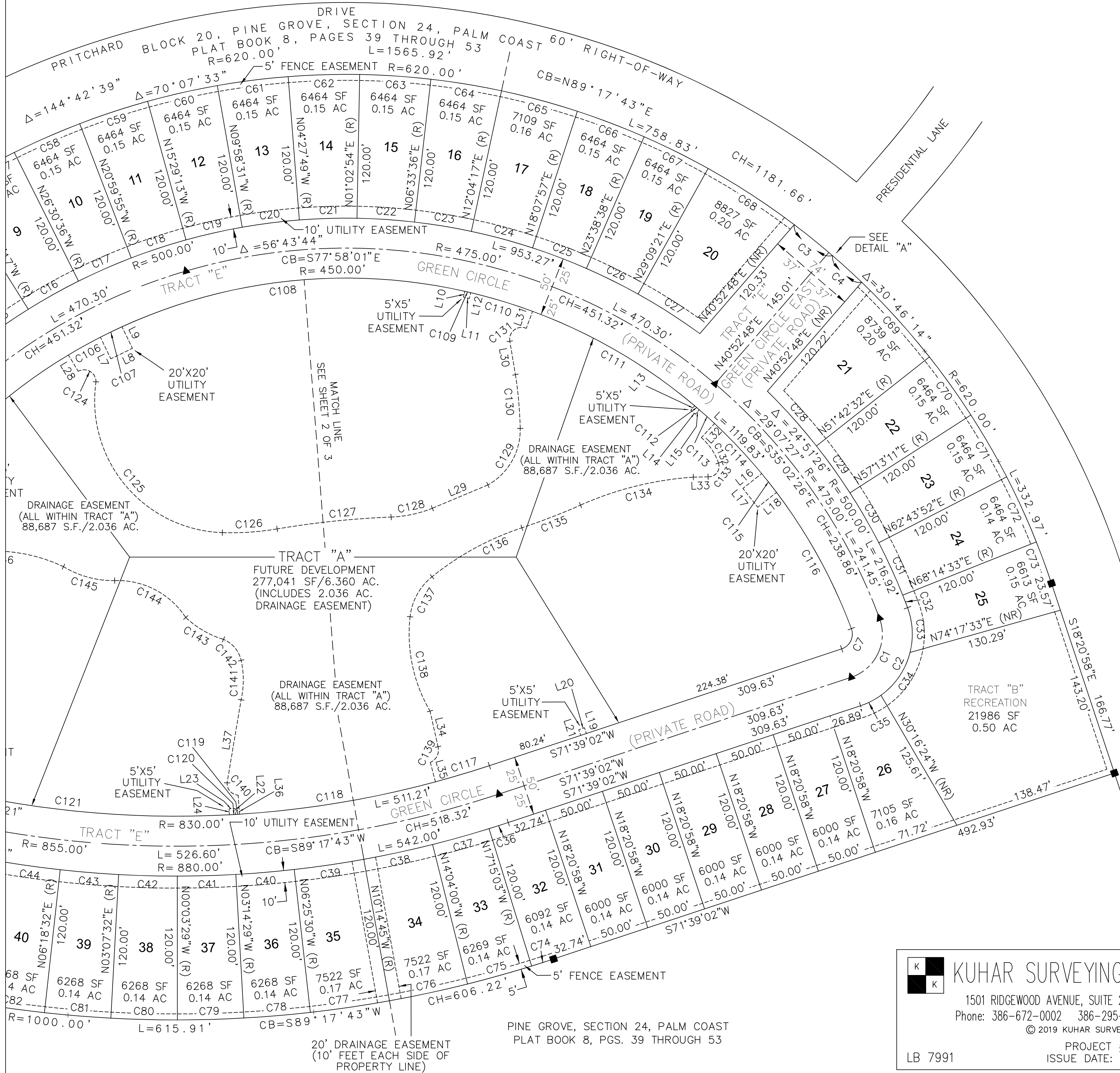
A SUBDIVISION PLAT OF  
**AMERICAN VILLAGE**

LOCATED IN GOVERNMENT SECTION 19, TOWNSHIP 11 SOUTH, RANGE 31 EAST,  
CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA

BEING A REPLAT OF A PORTION OF GOVERNMENT SECTION 19, TOWNSHIP 11, SOUTH, RANGE 31 EAST,  
BLOCK 20 OF PINE GROVE SUBDIVISION PLAT PER MAP BOOK 8, PAGES 39 THROUGH 53,  
OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.



MAP BOOK \_\_\_\_\_, PAGE \_\_\_\_\_



CURVE		DELTA ANGLE		RADIUS		CHORD BEARING		CHORD LENGTH	
C1	92°07'45"	38.00'	61.10'	S25°35'10"W	54.73'				
C2	92°07'45"	63.00'	101.30'	S25°35'10"W	90.74'				
C3	3°47'34"	620.00'	41.04'	S51°00'59"E	41.03'				
C4	3°03'00"	620.00'	33.00'	S47°35'42"E	33.00'				
C5	32°36'20"	48.03'	27.33'	S89°21'47"E	26.96'				
C6	90°00'00"	17.00'	26.70'	N28°03'37"W	24.04'				
C7	92°07'45"	13.00'	20.90'	S22°09'11"W	18.72'				
C8	2°27'27"	500.00'	21.45'	S18°10'07"W	21.44'				
C9	5°30'42"	500.00'	48.10'	S22°09'11"W	48.08'				
C10	5°30'42"	500.00'	48.10'	N27°39'53"E	48.08'				
C11	5°30'42"	500.00'	48.10'	N33°10'35"E	48.08'				
C12	5°30'39"	500.00'	48.09'	N38°41'16"E	48.07'				
C13	5°30'42"	500.00'	48.10'	N44°11'56"E	48.08'				
C14	5°30'44"	500.00'	48.10'	N49°42'39"E	48.08'				
C15	5°30'43"	500.00'	48.10'	N55°13'22"E	48.08'				
C16	5°30'41"	500.00'	48.09'	N60°44'04"E	48.08'				
C17	5°30'41"	500.00'	48.10'	N66°14'45"E	48.08'				
C18	5°30'42"	500.00'	48.10'	N71°45'26"E	48.08'				
C19	5°30'42"	500.00'	48.10'	S77°16'08"W	48.08'				
C20	5°30'42"	500.00'	48.10'	N82°46'50"E	48.08'				
C21	5°30'43"	500.00'	48.10'	N88°17'32"E	48.08'				
C22	5°30'42"	500.00'	48.10'	S86°11'45"E	48.08'				
C23	5°30'41"	500.00'	48.10'	N80°41'04"W	48.08'				
C24	6°03'40"	500.00'	52.89'	N74°53'53"W	52.87'				
C25	5°30'41"	500.00'	48.10'	S69°06'43"E	48.08'				
C26	5°30'43"	500.00'	48.10'	S63°36'01"E	48.08'				
C27	7°01'15"	500.00'	61.27'	S57°20'02"E	61.23'				
C28	7°02'40"	500.00'	61.47'	N41°48'49"W	61.44'				
C29	5°30'40"	500.00'	48.09'	S33°32'09"W	48.07'				
C30	5°30'41"	500.00'	48.10'	S30°01'28"E	48.08'				
C31	5°30'41"	500.00'	48.10'	S24°30'47"E	48.08'				
C32	1°16'44"	500.00'	11.16'	S21°07'04"E	11.16'				
C33	34°35'00"	63.00'	38.03'	S03°11'12"E	37.45'				
C34	4°06'11"	63.00'	44.10'	N34°09'23"E	43.20'				
C35	1°26'34"	63.00'	19.18'	S62°55'45"W	19.11'				
C36	1°05'55"	880.00'	19.87'	N72°10'20"E	19.87'				
C37	3°11'03"	880.00'	48.90'	N74°20'29"E	48.90'				
C38	3°49'15"	880.00'	58.69'	S77°50'38"W	58.67'				
C39	3°49'15"	880.00'	58.68'	N81°39'53"E	58.67'				
C40	3°11'00"	880.00'	48.89'	N85°10'00"E	48.89'				
C41	3°11'01"	880.00'	48.89'	N88°21'01"E	48.89'				
C42	3°11'01"	880.00'	48.89'	N88°27'59"W	48.89'				
C43	3°11'00"	880.00'	48.89'	S85°16'58"E	48.89'				
C44	3°11'05"	880.00'	48.92'	N82°05'55"W	48.91'				
C45	3°11'08"	880.00'	48.89'	N78°54'53"E	48.89'				
C46	1°12'48"	880.00'	49.35'	N75°42'58"W	49.35'				
C47	1°02'58"	880.00'	16.12'	N73°35'05"W	16.12'				
C48	2°27'27"	620.00'	26.59'	S18°10'07"W	26.59'				
C49	5°30'41"	620.00'	59.64'	N22°09'11"E	59.62'				
C50	5°30'42"	620.00'	59.64'	N27°39'53"E	59.62'				
C51	5°30'41"	620.00'	59.64'	N33°10'34"E	59.62'				
C52	5°30'38"	620.00'	59.63'	S38°41'14"W	59.61'				
C53	5°30'42"	620.00'	59.64'	N44°11'54"E	59.62'				
C54	5°30'43"	620.00'	59.65'	S49°42'37"W	59.62'				
C55	5°30'43"	620.00'	59.64'	N55°13'19"E	59.62'				
C56	2°46'34"	620.00'	30.04'	S59°21'58"W	30.04'				
C57	2°44'06"	620.00'	29.60'	N62°07'18"E	29.59'				
C58	5°30'41"	620.00'	59.64'	N66°14'41"E	59.62'				
C59	5°30'41"	620.00'	59.64'	N71°45'22"E	59.62'				
C60	5°30'41"	620.00'	59.64'	N77°16'04"E	59.62'				
C61	5°30'41"	620.00'	59.64'	N82°46'50"E	59.62'				
C62	5°30'44"	620.00'	59.65'	N88°17'28"E	59.62'				
C63	5°30'41"	620.00'	59.64'	N86°11'50"W	59.62'				
C64	5°30'41"	620.00'	59.64'	S80°41'09"E	59.62'				
C65	6°03'41"	620.00'	65.59'	S74°53'58"E	65.56'				
C66	5°30'41"	620.00'	59.64'	N69°06'47"W	59.62'				
C67	5°30'42"	620.00'	59.64'	S63°36'06"E	59.62'				
C68	7°55'59"	620.00'	85.84'	S56°52'45"E	85.77'				
C69	7°46'40"	620.00'	84.16'	S42°10'52"E	84.10'				
C70	5°30'40"	620.00'	59.64'	S35°32'12"E	59.61'				
C71	5°30'41"	620.00'	59.64'	S30°01'32"E	59.62'				
C72	5°30'42"	620.00'	59.64'	N24°30'50"W	59.62'				
C73	3°24'32"	620.00'	36.89'	S20°03'13"E	36.88'				
C74	1°05'57"	1000.00'	19.19'	N72°12'01"E	19.19'				
C75	3°11'03"	1000.00'	55.57'	N74°20'31"E	55.57'				
C76	3°49'15"	1000.00'	66.69'	S77°50'40"W	66.68'				
C77	3°49'15"	1000.00'	66.68'	N81°39'55"E	66.67'				
C78	3°11'03"	1000.00'	55.56'	S85°10'03"W	55.55'				
C79	3°11'00"	1000.00'	55.56'	S88°21'03"W	55.55'				
C80	3°11'01"	1000.00'	55.56'	S88°27'56"E	55.56'				
C81	3°11'01"	1000.00'	55.56'	N85°16'55"W	55.56'				
C82	3°11'03"	1000.00'	55.57'	S82°05'54"E	55.57'				
C83	3°11'03"	1000.00'	55.57'	N78°54'51"W	55.57'				
C84	3°11'02"	1000.00'	55.57'	N75°43'49"W	55.56'				
C85	1°04'41"	1000.00'	18.82'	N73°35'57"W	18.82'				
C86	1°23'45"	830.00'	20.22'	N72°20'55"E	20.22'				
C87	1°45'49"	830.00'	216.08'	S80°30'17"W	215.47'				
C88	18°58'38"	830.00'	274.91'	N82°32'55"W	273.65'				
C89	10°59'44"	450.00'	86.36'	N22°26'15"E	86.23'				
C90	35°51'11"	450.00'	281.59'	N45°51'42"E	277.02'				
C91	41°27'39"	450.00'	325.63'	N84°31'07"E	318.57'				
C92	35°09'09"	450.00'	276.09'	S57°10'29"E	271.78'				
C93	19°07'13"	450.00'	150.17'	S30°02'19"E	149.47'				
C94	75°05'40"	46.40'	60.81'	S29°52'44"W	56.55'				
C95	92°03'30"	100.00'	162.12'	N50°19'21"E	144.94'				
C96	87°17'25"	70.00'	106.65'	S26°05'09"W	96.63'				
C97	3°25'19"	620.00'	37.03'	S51°12'06"E	37.02'				
C98	3°25'15"	620.00'	37.02'	S47°46'49"E	37.01'				
C99	0°22'15"	620.00'	4.01'	S49°18'19"E	4.01'				

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C100	8°16'55"	450.00	65.05	N21°04'51"E	64.99
C101	2°32'48"	450.00	20.00	N26°29'42"E	20.00
C102	4°43'06"	450.00	37.06	N30°07'39"E	37.05
C103	3°18'48"	450.00	26.02	N34°08'36"E	26.02
C104	0°38'12"	450.00	5.00	N36°07'06"E	5.00
C105	22°35'01"	450.00	177.37	N47°43'43"E	176.23
C106	3°53'36"	450.00	30.58	N60°58'01"E	30.57
C107	2°32'48"	450.00	20.00	N64°11'13"E	20.00
C108	3°15'30"	450.00	292.63	N84°05'22"E	287.50
C109	0°38'12"	450.00	5.00	S76°57'47"E	5.00
C110	6°52'22"	450.00	53.98	S73°12'30"E	53.95
C111	20°02'09"	450.00	157.36	S59°45'15"E	156.56
C112	0°38'12"	450.00	5.00	S49°25'04"E	5.00
C113	2°11'30"	450.00	17.21	S48°00'14"E	17.21
C114	7°17'43"	450.00	57.30	S43°15'37"E	57.26
C115	2°33'38"	450.00	20.11	S38°19'56"E	20.11
C116	16°34'25"	450.00	130.17	S28°45'55"E	129.71
C117	3°14'23"	830.00	46.93	S73°16'14"W	46.93
C118	11°27'56"	830.00	166.09	S80°37'24"W	165.81
C119	0°13'48"	830.00	3.33	S86°28'15"W	3.33
C120	0°20'43"	830.00	5.00	S86°45'31"W	5.00
C121	18°48'06"	830.00	272.36	N83°40'05"W	271.14
C122	0°20'43"	830.00	5.00	N74°05'41"W	5.00
C123	0°51'43"	830.00	12.49	N73°29'28"W	12.49
C124	11°21'49"	10.00	20.83	S59°32'20"E	17.26
C125	96°20'37"	110.16	185.23	S39°57'13"E	164.17
C126	11°30'07"	228.59	45.89	N86°07'25"E	45.81
C127	7°23'11"	741.40	95.58	N84°03'57"E	95.51
C128	19°35'15"	103.48	35.38	N77°57'55"E	35.20
C129	62°02'31"	52.69	57.06	N29°43'49"E	54.31
C130	7°32'15"	342.55	45.06	N05°03'33"W	45.03
C131	121°46'59"	10.00	21.26	N51°53'51"E	17.47
C132	28°44'12"	29.79	25.85	S33°57'10"E	23.56
C133	11°21'34"	8.68	17.01	S37°01'54"W	14.42
C134	20°03'23"	278.39	97.45	S76°03'56"W	96.96
C135	5°38'40"	532.55	52.46	S68°51'34"W	52.44
C136	20°32'44"	239.34	85.82	S61°24'32"W	85.36
C137	44°49'16"	49.99	39.11	S28°43'33"W	38.12
C138	36°31'11"	128.35	81.81	S11°56'40"E	80.43
C139	82°07'15"	11.12	15.94	S26°16'51"W	14.61
C140	89°09'52"	9.87	15.36	N41°49'29"E	13.86
C141	25°12'32"	75.23	13.10	N00°01'35"E	32.83
C142	54°56'28"	24.80	33.77	N02°02'35"E	22.87
C143	55°56'55"	24.80	36.73	N69°03'39"E	30.11
C144	59°02'22"	67.81	69.87	N62°31'27"W	66.82
C145	31°49'25"	80.72	44.83	N74°48'03"W	44.26
C146	45°05'14"	134.44	105.80	N87°07'03"W	103.09
C147	42°25'35"	37.54	27.80	N82°17'09"W	27.17
C148	68°21'21"	13.34	15.92	N00°49'21"W	14.99





## Location Map

Final Subdivision Application 3883

— American Village

NAIP 2015 Aerial Imagery

0 250 500  
Feet



Map Provided by the GIS Division

Date: 3/12/2019  
261

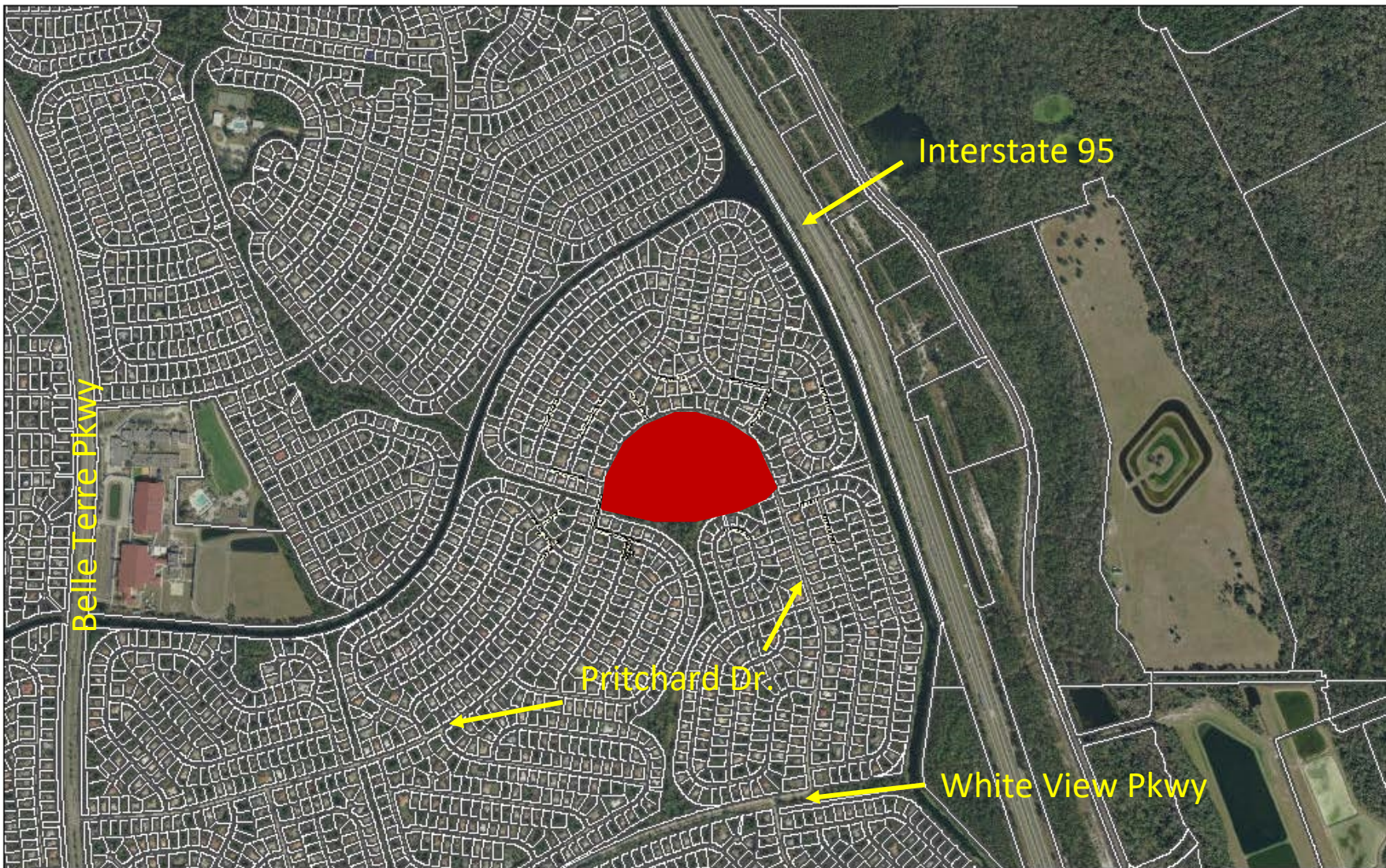


# American Village

## Final Plat

**City Council Agenda items  
May 21, 2019**





### Location Map

Master Site Plan 3833

 American Village

NAIP 2015 Aerial Imagery

0 1,100 2,200  
Feet



Map Provided by the GIS Division

Date: 3/13/2019

# LOCATION MAP

American Village is 16.91 +/- acres and located on Pritchard Drive 1 mile east of Belle Terre Pkwy. and ½ mile north of White View Pkwy.





# Background

Preliminary Plat approved and infrastructure construction started in 2018.

Master Site Plan for the three multi-family tracts was approved by PLDRB on 4-17-19.



## Location Map

Final Subdivision Application 3883

 American Village

NAIP 2015 Aerial Imagery

0 250 500  
Feet



Map Provided by the GIS Division

Date: 3/12/2019



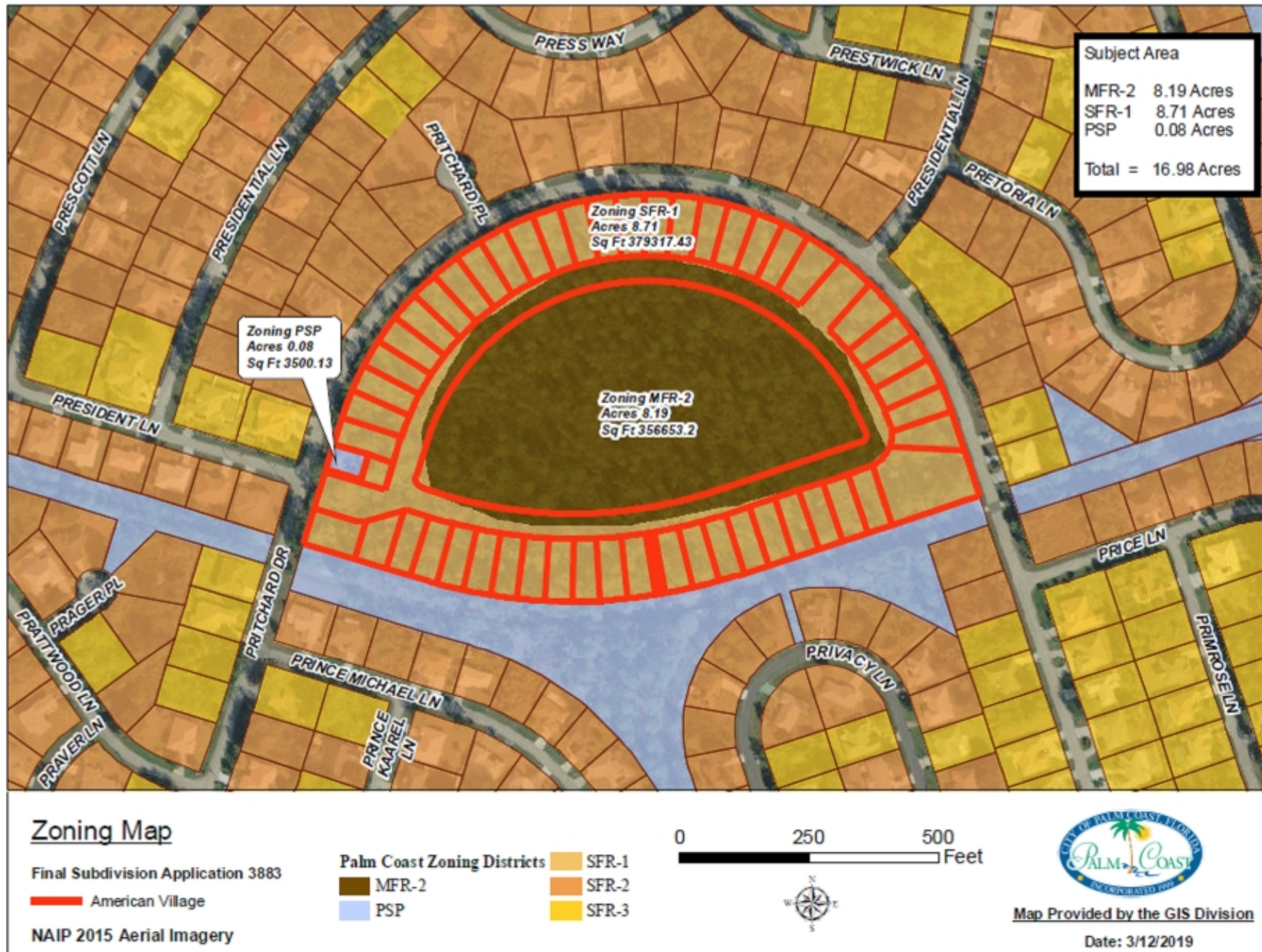


# ZONING MAP

Center of the subject property is zoned MFR-2 and balance is SFR-1

Neighborhood lots zoned SFR-2/SFR-3

Canal is zoned PSP





# AMERICAN VILLAGE

LOCATED IN GOVERNMENT SECTION 19, TOWNSHIP 11 SOUTH, RANGE 31 EAST,  
CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA

BEING A REPLAT OF A PORTION OF GOVERNMENT SECTION 19, TOWNSHIP 11, SOUTH, RANGE 31 EAST,  
BLOCK 20 OF PINE GROVE SUBDIVISION PLAT PER MAP BOOK 8, PAGES 39 THROUGH 53,  
OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.



## Plat Layout

### Breakdown:

- 44 single-family lots
- 3 multi-family tracts
- 1 stormwater tract
- 2 recreational tracts



# Recommendation

Adopt Resolution 2019-xx approving Final Plat for American Village and authorizing the Mayor to execute the plat and staff to issue a Final Plat Development Order for AR #3883, subject to City acceptance and approval of “as-builts” and required maintenance bond consistent with Land Development Code.

# Questions

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 5/21/2019

<b>Department</b>	Stormwater & Engineering	<b>Amount</b>	\$368,237.82
<b>Item Key</b>		<b>Account</b>	#54209099;65035012;65010071;10015011;10015015-044000
<b>Subject</b>	RESOLUTION 2019-XX APPROVING PIGGYBACKING THE NATIONAL IPA/OMNI PARTNERS CONTRACT WITH WILLIAMS SCOTSMAN, INC. FOR THE LEASING OF TWO (2) MODULAR BUILDINGS FOR STORMWATER AND PUBLIC WORKS FACILITIES		
<b>Background :</b> On May 7, 2019 City Council approved the expenses for the improvements at City Facilities associated with the Public Works & Stormwater Facilities located at 1 Wellfield Grade & 22/24 Utility Drive. City staff has obtained pricing for the temporary modular buildings to be located at each location. This item is to obtain City Council approval to enter into two 36 month lease agreements with Williams Scotsman, Inc. for a monthly lease term of \$4,147.00 each. The delivery and installation costs, in the amount of \$20,804.89 each will be paid for from the amount already approved by City Council for the improvements. The monthly lease amount and the final return charges in the amount of \$14,022.02 each will be incorporated into the current and future operating budgets.  City staff is recommending piggybacking the National IPA/OMNI Partners Contract #R1601-01, with Williams Scotsman, Inc. through 06/30/2020 for the leasing of modular buildings. 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.  Annual Lease fees: <ul style="list-style-type: none"><li>○ Stormwater Fund FY19: \$16,588.00 FY20: \$49,764.00 FY21: \$49,764.00 FY22: \$47,198.02(includes cost for final return charges)</li><li>○ Public Works will be split between funds based on staffing levels (General fund 87 % (streets &amp; parks maintenance) Fleet Management 11%; Facilities Maintenance 2%) FY19: \$16,588.00 FY20: \$49,764.00 FY21: \$49,764.00 FY22: \$47,198.02(includes cost for final return charges)</li></ul>			
<b>Recommended Action :</b> Adopt Resolution 2019-XX approving piggybacking the National IPA/OMNI partners contract with Williams Scotsman, Inc., for the leasing of two (2) modular buildings for stormwater and Public works facilities.			

**RESOLUTION 2019 - \_\_\_\_**  
**PIGGYBACK NATIONAL IPA/OMNI PARTNERS CONTRACT**  
**WITH WILLIAMS SCOTSMAN, INC.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING NATIONAL IPA/OMNI PARTNERS CONTRACT WITH WILLIMAS SCOTSMAN, INC., FOR THE LEASING OF TWO (2) MODULAR BUILDINGS FOR STORMWATER AND PUBLIC WORKS FACILITIES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Williams Scotsman desire to lease the City (2) Modular Buildings for the Stormwater and Public Works facilities; and

**WHEREAS**, the City of Palm Coast desires to piggyback the National IPA/OMNI Partners contract# R1601-01 with Williams Scotsman to enter into (2) 36 month lease agreements for the stormwater and public works facilities.

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

**SECTION 1. APPROVAL OF PIGGYBACK CONTRACT.** The City Council of the City of Palm Coast hereby approves piggybacking the National IPA/Omni partners contract # R1601-01 with Williams Scotsman Inc., for the leasing of two (2) modular buildings for the Stormwater and Public Works facilities, as attached hereto and incorporated herein by reference as Exhibit “A.”

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the 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 21<sup>st</sup> day of May 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: – Exhibit A –Piggyback Contract between National IPA/OMNI Partners Contract #R 1601-01 with Williams Scotsman, Inc.

Exhibit B – Lease agreement (2)

Approved as to form and legality

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



160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

Steve Menke  
Business Development Government and Education  
Williams Scotsman  
901 S. Bond Street  
Baltimore, Maryland 21231

**Contract Name**

**16-01**

### Contract Reference

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions please don't hesitate to contact me at the email address below.

Sincerely,

- DocuSigned by:

Kelly Little-Downey

Kelly Little-Downey

Procurement Coordinator

City of Palm Coast

[Kliddle-downey@palmcoastgov.com](mailto:Kliddle-downey@palmcoastgov.com)



**Engagement Letter Authorizing Piggyback**

**Modular Buildings, Portable Storage, and Relocatable Walkways**

\_\_\_\_\_  
Contract Name

**16-01**  
\_\_\_\_\_

Contract Reference

In Process

**CITY OF PALM COAST**

Williams Scotsman  
\_\_\_\_\_

(Company)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date



**Williams Scotsman, Inc.**  
801 Jetstream Drive  
Orlando, FL 32824-7109

**Your Williams Scotsman Representative**  
Jerry Flanigan  
**Phone: (407)851-9030**  
**Fax: 407-851-8792**  
**Email: jerry.flanigan@willscot.com**  
**Toll Free: 800-782-1500**

**Contract Number:**1063960  
**Revision:** 1  
**Date:** May 13, 2019

## Lease Agreement

**Lessee:** 20720531  
CITY OF PALM COAST  
160 Lake Avenue  
PALM COAST, Florida, 32164

**Contact:**  
Gerard Forte  
1 Wellfield Grade  
PALM COAST, FL, 32137  
Phone: 386-986-2300  
Fax: +1.386.446.6758

**Ship To Address:**  
120 Wellfield Grade Public Works Dept.  
PALM COAST, FL, 32137

**Delivery Date(on or about):**  
6/18/2019  
6/18/2019  
6/18/2019

E-mail: gforte@palmcoastgov.com

Rental Pricing Per Month		Quantity	Price	Extended
Non Standard Unit	Unit Number:	1	\$3,502.50	\$3,750.00
Prem OSHA Step & Canopy		2	\$73.00	\$146.00
ADA/IBC Ramp -w/ switchback		1	\$251.00	\$251.00
Minimum Lease Term: 36 Months		Total Monthly Building Charges:		\$3,750.00
		Other Monthly Charges:		\$397.00
		Total Rental Charges Per Month:		\$4,147.00
Delivery & Installation				
Steps - Prem OSHA Installation		2	\$50.00	\$100.00
State Approved Building Plans		1	\$1,500.00	\$1,500.00
Ramp / Stair Plans		1	\$250.00	\$250.00
Ramp - Delivery & Installation		1	\$562.50	\$562.50
Tiedowns into dirt		34	\$42.54	\$1,446.36
Block and Level		1	\$12,375.08	\$12,375.08
Delivery Freight		5	\$914.19	\$4,570.95
		Total Delivery & Installation Charges:		\$20,804.89
Final Return Charges*				
Steps - Prem OSHA Removal		2	\$21.43	\$42.86
Ramp - Knockdown & Return		1	\$562.50	\$562.50
Teardown		1	\$8,845.71	\$8,845.71
Return Freight		5	\$914.19	\$4,570.95
		Due On Final Invoice*:		\$14,022.02
Total Charges Including ( 36 ) Month Rental, Delivery, Installation & Return**:				\$184,118.91

Summary of Charges		
Model: Trailer	QUANTITY: 1	Total Charges for (1) Building(s): \$184,118.91

**Additional Services:** For your convenience, we also recommend the following items (not included in this Agreement)

BY INITIALING BELOW, Lessee: HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE INITIALED RECOMMENDED ITEMS TO BE ADDED TO THIS CONTRACT AND AGREES TO PAY THE ADDITIONAL SPECIFIED AMOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

Initial	Recommended Items	Billing Frequency	Qty	Price	Extended
	Skirting (L) - Vinyl LF	Initial	226	\$9.29	\$2,099.54
	Skirting (M) - Vinyl LF	Initial	226	\$2.76	\$623.76
	General Liability - Allen Insurance	Monthly	1	\$49.00	\$49.00
	Prop Damage Waiver (11/12) Alt	Monthly	5	\$85.00	\$425.00
	Axle removal	Initial	30	\$93.75	\$2,812.50





**Williams Scotsman, Inc.**  
801 Jetstream Drive  
Orlando, FL 32824-7109

**Your Williams Scotsman Representative**  
Jerry Flanigan  
**Phone: (407)851-9030**  
**Fax: 407-851-8792**  
**Email: jerry.flanigan@willscot.com**  
**Toll Free: 800-782-1500**

**Contract Number:**1063960  
**Revision:** 1  
**Date:** May 13, 2019

<hr/>	Hitch removal	Initial	5	\$62.50	\$312.50
-------	---------------	---------	---	---------	----------



**Williams Scotsman, Inc.**  
801 Jetstream Drive  
Orlando, FL 32824-7109

**Your Williams Scotsman Representative**  
Jerry Flanigan  
**Phone: (407)851-9030**  
**Fax: 407-851-8792**  
**Email: jerry.flanigan@willscot.com**  
**Toll Free: 800-782-1500**

**Contract Number:**1063960  
**Revision: 1**  
**Date:** May 13, 2019

## INSURANCE REQUIREMENTS ADDENDUM

QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
1	Trailer	\$150000.00	\$4000.00

### Lessee:CITY OF PALM COAST

Pursuant to Section 13 of the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

1. **Commercial General Liability Insurance:** policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
2. **Commercial Property Insurance:** covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

#### Commercial General Liability Insurance

Lessee is providing Commercial General Liability Insurance in accordance with the requirements set forth Section 13 of the Lease and will provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

#### Commercial Property Insurance

**Lessee:** is providing Commercial Property Insurance in accordance with the requirements set forth Section 13 of the Lease and will provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If **Lessee:** fails to deliver the required certificate of insurance, **Lessee:** understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

By signing below, the **Lessee:** agrees to the terms and conditions stated herein. All other Terms and Conditions of the Agreement shall remain the same and in full force and effect. Each party is hereby authorized to accept and rely upon a facsimile or electronic signature of the other party on this Addendum. Any such signature shall be treated as an original signature for all purposes.

Otherwise, if elected on preceeding pages:

#### Commercial General Liability Insurance

**Lessee:** elects to participate in the Commercial General Liability Insurance Program, whereby **Lessee:** will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The **Lessee:** acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts that Lessee is legally obligated to pay due to bodily insurance and property damage arising **from the proper use and occupancy** of Equipment leased from Williams Scotsman up to the policy limits. Coverage is subject to underwriting and specific terms and conditions set forth in the policy. An outline of cover is available upon request. By signing below, **Lessee:** understands and agrees that the Lessor is not providing the insurance coverage and serves only as a billing agent for the Insurer and its Agent; and, accordingly, it assumes no liability therefore.

Signature of Lessee: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

#### Damage Waiver Program

**Lessee:** elects to participate in the Lessor's Damage Waiver Program. **Lessee:** understands and agrees that under this program, the Lessor waives, for a fee, **Lessee:**'s obligation to carry Commercial Property Insurance and **Lessee:**'s liability to Lessor for repair or replacement of the modular units leased from Williams Scotsman resulting from loss or damage as specified in Section 12 of the Lease. **Lessee:** remains liable to Williams Scotsman for the amount of the damage deductible per unit of equipment noted above. Please refer to the Agreement for specific details on coverage, exclusions and restrictions on coverage. The Property Damage Waiver is not and shall not constitute a contract for insurance.

Signature of Lessee: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_



**Williams Scotsman, Inc.**  
801 Jetstream Drive  
Orlando, FL 32824-7109

**Your Williams Scotsman Representative**  
Jerry Flanigan  
**Phone: (407)851-9030**  
**Fax: 407-851-8792**  
**Email: jerry.flanigan@willscot.com**  
**Toll Free: 800-782-1500**

**Contract Number:**1063960  
**Revision:** 1  
**Date:** May 13, 2019

## Clarifications

**\*Final Return Charges are estimated and will be charged at Lessor's market rate at time of return for any Lease Term greater than twelve (12) months. \*\*All prices exclude applicable taxes. All Lessees and Leases are subject to credit review.** In addition to the stated prices, customer shall pay any local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above ("Equipment"), its value or its use. Lessee acknowledges that upon delivery of the Equipment, this Agreement may be updated with the actual serial number(s), delivery date(s), lock serial number(s), etc, if necessary and Lessee will be supplied a copy of the updated information. Prices exclude taxes, licenses, permit fees, utility connection charges, site preparation and permitting which is the sole responsibility of Lessee, unless otherwise expressly agreed by Lessor in writing. Lessee is responsible for locating and marking underground utilities prior to delivery and compliance with all applicable code requirements unless otherwise expressly agreed by the Lessor in writing. Price assumes a level site with clear access. Lessee must notify Lessor prior to delivery or return of any potentially hazardous conditions or other site conditions that may otherwise affect delivery, installation, dismantling or return of any Equipment. Failure to notify Lessor of such conditions will result in additional charges, as applicable. Physical Damage & Commercial Liability insurance coverage is required beginning on the date of delivery. Lessor is not responsible for changes required by code or building inspectors. **Pricing is valid for thirty (30) days.**

Please note the following important billing terms:

- In addition to the first month rental and initial charges, last month rent for building, other monthly rentals/service (excluding last month for General Liability Insurance and Property Damage Waivers), will be billed on the initial invoice. Any amounts prepaid to Williams Scotsman will be credited on the final invoice.
- Invoices are due on receipt, with a twenty (20) day grace period. Interest will be applied to all past due amounts.
- Invoices are due on receipt, with a twenty (20) day grace period. Late fees will be applied to all past due amounts.
- Williams Scotsman preferred method of payment is ACH. Payments made by check are subject to a Paper Check Fee, charged on the next invoice following payment by check.
- Williams Scotsman preferred method of invoicing is via electronic transmission. Customers are encouraged to provide an email address or use BillTrust. Invoices sent standard mail are subject to a paper invoice fee, charged on the following invoice.

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor Modular Equipment and Value Added Products (as such items are defined in Lessor's General Terms & Conditions) selected by Lessee as set forth in this Agreement. All such items leased by the Lessee for purposes of this Lease shall be referred to collectively as the "Equipment". By its signature below, Lessee hereby acknowledges that it has read and agrees to be bound by the Lessor's General Terms & Conditions (08-01-15) located on Lessor's internet site (<http://www.willscot.com/support/terms-conditions>) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Lessor subject to the terms therein. Although Lessor will provide Lessee with a copy of the General Terms & Conditions upon written request, Lessee should print copies of this Agreement and General Terms & Conditions for recordkeeping purposes. Each party is authorized to accept and rely upon a facsimile signature, digital, or electronic signatures of the other party on this Agreement. Any such signature will be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

## Invoicing Options (select one)

### ☒ Paperless Invoicing Option

Williams Scotsman prefers electronic invoicing, an efficient, convenient and environmentally friendly process. To avoid fees, provide us with the proper email address for your invoices.

A/P Email: \_\_\_\_\_

A/P Email on File: \_\_\_\_\_

### ☐ Standard Mail Option

Customer prefers to receive paper invoice via mail. Fees may apply. Invoices will be mailed to:

160 Lake Avenue  
PALM COAST Florida 32164

Enter a new billing address: \_\_\_\_\_

## Signatures

**Lessee::** CITY OF PALM COAST

Signature: \_\_\_\_\_

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

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

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

PO# \_\_\_\_\_

**Lessor:** Williams Scotsman, Inc.

Signature: \_\_\_\_\_

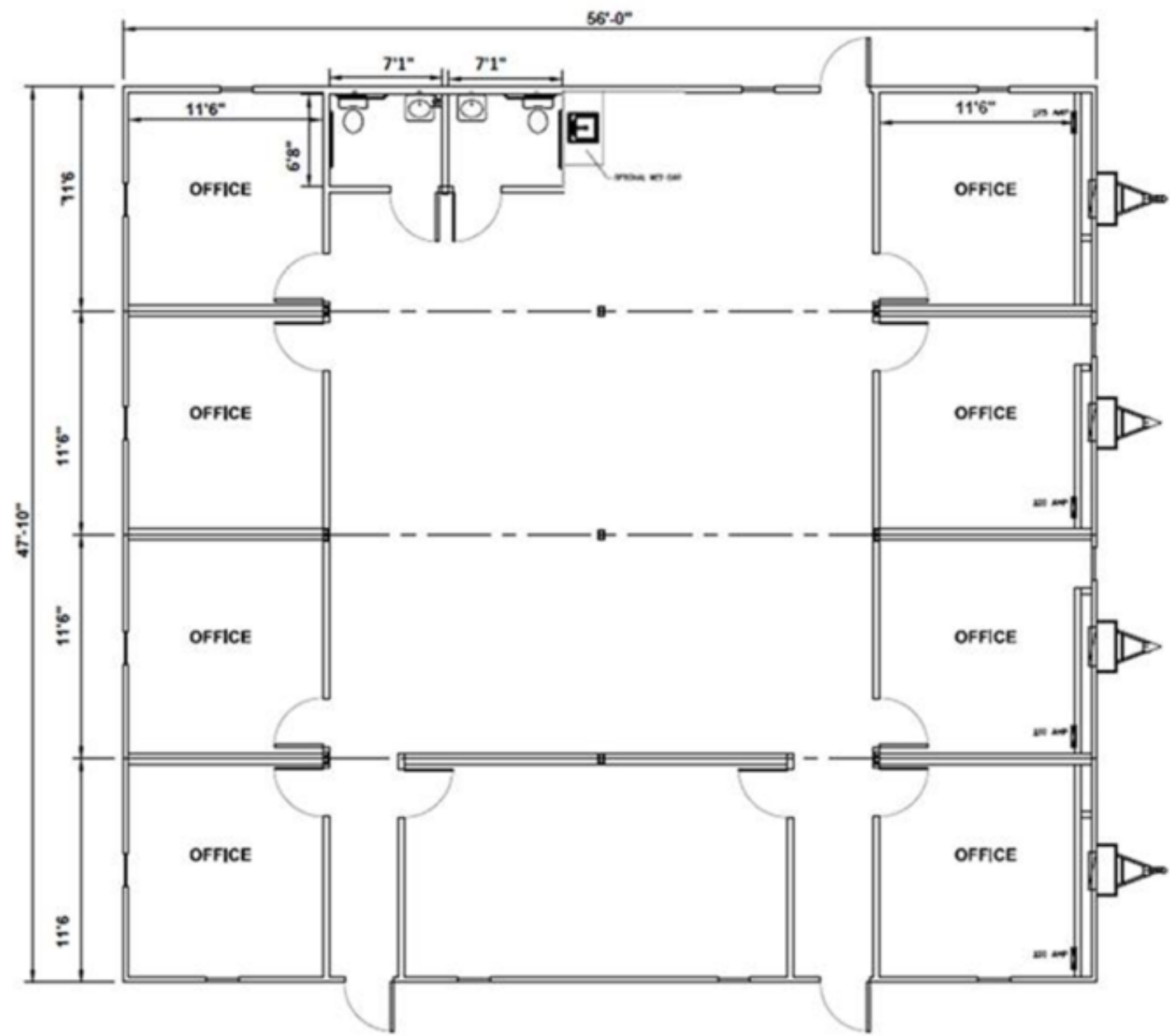
Print Name: \_\_\_\_\_

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

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

PLEASE RETURN SIGNED AGREEMENT TO: ORLLeases@willscot.com

City of Palm Coast    SM5760 (53'x60' box)







**Williams Scotsman, Inc.**  
801 Jetstream Drive  
Orlando, FL 32824-7109

**Your Williams Scotsman Representative**  
Jerry Flanigan  
**Phone: (407)851-9030**  
**Fax: 407-851-8792**  
**Email: jerry.flanigan@willscot.com**  
**Toll Free: 800-782-1500**

**Contract Number:**1063791  
**Revision:** 2  
**Date:** May 13, 2019

## Lease Agreement

**Lessee:** 20720531  
CITY OF PALM COAST

160 Lake Avenue  
PALM COAST, Florida, 32164

**Contact:**  
Andy Hyatt

160 Lake Avenue  
PALM COAST, FL, 32164  
Phone: 386-986-3700  
Fax: +1.386.446.6758

**Ship To Address:**  
22 Utility Drive Stormwater and Engineering  
Dept.  
PALM COAST, FL, 32137

**Delivery Date(on or about):**  
6/18/2019  
6/18/2019  
6/18/2019

E-mail: ahyatt@palmcoastgov.com

Rental Pricing Per Month		Quantity	Price	Extended
Non Standard Unit	Unit Number:	1	\$3,502.50	\$3,750.00
Prem OSHA Step & Canopy		2	\$73.00	\$146.00
ADA/IBC Ramp -w/ switchback		1	\$251.00	\$251.00
Minimum Lease Term: 36 Months		Total Monthly Building Charges:		\$3,750.00
		Other Monthly Charges:		\$397.00
		Total Rental Charges Per Month:		\$4,147.00
Delivery & Installation				
Steps - Prem OSHA Installation		2	\$50.00	\$100.00
State Approved Building Plans		1	\$1,500.00	\$1,500.00
Ramp / Stair Plans		1	\$250.00	\$250.00
Ramp - Delivery & Installation		1	\$562.50	\$562.50
Tiedowns into dirt		34	\$42.54	\$1,446.36
Block and Level		1	\$12,375.08	\$12,375.08
Delivery Freight		5	\$914.19	\$4,570.95
		Total Delivery & Installation Charges:		\$20,804.89
Final Return Charges*				
Steps - Prem OSHA Removal		2	\$21.43	\$42.86
Ramp - Knockdown & Return		1	\$562.50	\$562.50
Teardown		1	\$8,845.71	\$8,845.71
Return Freight		5	\$914.19	\$4,570.95
		Due On Final Invoice*:		\$14,022.02
Total Charges Including ( 36 ) Month Rental, Delivery, Installation & Return**:				\$184,118.91

Summary of Charges		
Model: Trailer	QUANTITY: 1	Total Charges for (1) Building(s): \$184,118.91

**Additional Services:** For your convenience, we also recommend the following items (not included in this Agreement)

BY INITIALING BELOW, Lessee: HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE INITIALED RECOMMENDED ITEMS TO BE ADDED TO THIS CONTRACT AND AGREES TO PAY THE ADDITIONAL SPECIFIED AMOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

Initial	Recommended Items	Billing Frequency	Qty	Price	Extended
	Skirting (L) - Vinyl LF	Initial	226	\$9.29	\$2,099.54
	Skirting (M) - Vinyl LF	Initial	226	\$2.76	\$623.76
	General Liability - Allen Insurance	Monthly	1	\$49.00	\$49.00
	Prop Damage Waiver (11/12) Alt	Monthly	5	\$85.00	\$425.00



**Williams Scotsman, Inc.**  
801 Jetstream Drive  
Orlando, FL 32824-7109

**Your Williams Scotsman Representative**  
Jerry Flanigan  
**Phone: (407)851-9030**  
**Fax: 407-851-8792**  
**Email: jerry.flanigan@willscot.com**  
**Toll Free: 800-782-1500**

**Contract Number:**1063791  
**Revision:** 2  
**Date:** May 13, 2019

<div></div>	Axle removal	Initial	30	\$93.75	\$2,812.50
<div></div>	Hitch removal	Initial	5	\$62.50	\$312.50



**Williams Scotsman, Inc.**  
801 Jetstream Drive  
Orlando, FL 32824-7109

**Your Williams Scotsman Representative**  
Jerry Flanigan  
**Phone: (407)851-9030**  
**Fax: 407-851-8792**  
**Email: jerry.flanigan@willscot.com**  
**Toll Free: 800-782-1500**

**Contract Number:**1063791  
**Revision:** 2  
**Date:** May 13, 2019

## INSURANCE REQUIREMENTS ADDENDUM

QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
1	Trailer	\$150000.00	\$4000.00

### Lessee:CITY OF PALM COAST

Pursuant to Section 13 of the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

1. **Commercial General Liability Insurance:** policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
2. **Commercial Property Insurance:** covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

#### Commercial General Liability Insurance

Lessee is providing Commercial General Liability Insurance in accordance with the requirements set forth Section 13 of the Lease and will provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

#### Commercial Property Insurance

**Lessee:** is providing Commercial Property Insurance in accordance with the requirements set forth Section 13 of the Lease and will provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If **Lessee:** fails to deliver the required certificate of insurance, **Lessee:** understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

By signing below, the **Lessee:** agrees to the terms and conditions stated herein. All other Terms and Conditions of the Agreement shall remain the same and in full force and effect. Each party is hereby authorized to accept and rely upon a facsimile or electronic signature of the other party on this Addendum. Any such signature shall be treated as an original signature for all purposes.

Otherwise, if elected on preceeding pages:

#### Commercial General Liability Insurance

**Lessee:** elects to participate in the Commercial General Liability Insurance Program, whereby **Lessee:** will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The **Lessee:** acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts that Lessee is legally obligated to pay due to bodily insurance and property damage arising **from the proper use and occupancy** of Equipment leased from Williams Scotsman up to the policy limits. Coverage is subject to underwriting and specific terms and conditions set forth in the policy. An outline of cover is available upon request. By signing below, **Lessee:** understands and agrees that the Lessor is not providing the insurance coverage and serves only as a billing agent for the Insurer and its Agent; and, accordingly, it assumes no liability therefore.

Signature of Lessee: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

#### Damage Waiver Program

**Lessee:** elects to participate in the Lessor's Damage Waiver Program. **Lessee:** understands and agrees that under this program, the Lessor waives, for a fee, **Lessee:**'s obligation to carry Commercial Property Insurance and **Lessee:**'s liability to Lessor for repair or replacement of the modular units leased from Williams Scotsman resulting from loss or damage as specified in Section 12 of the Lease. **Lessee:** remains liable to Williams Scotsman for the amount of the damage deductible per unit of equipment noted above. Please refer to the Agreement for specific details on coverage, exclusions and restrictions on coverage. The Property Damage Waiver is not and shall not constitute a contract for insurance.

Signature of Lessee: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_



**Williams Scotsman, Inc.**  
801 Jetstream Drive  
Orlando, FL 32824-7109

**Your Williams Scotsman Representative**  
Jerry Flanigan  
**Phone: (407)851-9030**  
**Fax: 407-851-8792**  
**Email: jerry.flanigan@willscot.com**  
**Toll Free: 800-782-1500**

**Contract Number:**1063791  
**Revision:** 2  
**Date:** May 13, 2019

## Clarifications

**\*Final Return Charges are estimated and will be charged at Lessor's market rate at time of return for any Lease Term greater than twelve (12) months. \*\*All prices exclude applicable taxes. All Lessees and Leases are subject to credit review.** In addition to the stated prices, customer shall pay any local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above ("Equipment"), its value or its use. Lessee acknowledges that upon delivery of the Equipment, this Agreement may be updated with the actual serial number(s), delivery date(s), lock serial number(s), etc, if necessary and Lessee will be supplied a copy of the updated information. Prices exclude taxes, licenses, permit fees, utility connection charges, site preparation and permitting which is the sole responsibility of Lessee, unless otherwise expressly agreed by Lessor in writing. Lessee is responsible for locating and marking underground utilities prior to delivery and compliance with all applicable code requirements unless otherwise expressly agreed by the Lessor in writing. Price assumes a level site with clear access. Lessee must notify Lessor prior to delivery or return of any potentially hazardous conditions or other site conditions that may otherwise affect delivery, installation, dismantling or return of any Equipment. Failure to notify Lessor of such conditions will result in additional charges, as applicable. Physical Damage & Commercial Liability insurance coverage is required beginning on the date of delivery. Lessor is not responsible for changes required by code or building inspectors. **Pricing is valid for thirty (30) days.**

Please note the following important billing terms:

- In addition to the first month rental and initial charges, last month rent for building, other monthly rentals/service (excluding last month for General Liability Insurance and Property Damage Waivers), will be billed on the initial invoice. Any amounts prepaid to Williams Scotsman will be credited on the final invoice.
- Invoices are due on receipt, with a twenty (20) day grace period. Interest will be applied to all past due amounts.
- Invoices are due on receipt, with a twenty (20) day grace period. Late fees will be applied to all past due amounts.
- Williams Scotsman preferred method of payment is ACH. Payments made by check are subject to a Paper Check Fee, charged on the next invoice following payment by check.
- Williams Scotsman preferred method of invoicing is via electronic transmission. Customers are encouraged to provide an email address or use BillTrust. Invoices sent standard mail are subject to a paper invoice fee, charged on the following invoice.

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor Modular Equipment and Value Added Products (as such items are defined in Lessor's General Terms & Conditions) selected by Lessee as set forth in this Agreement. All such items leased by the Lessee for purposes of this Lease shall be referred to collectively as the "Equipment". By its signature below, Lessee hereby acknowledges that it has read and agrees to be bound by the Lessor's General Terms & Conditions (08-01-15) located on Lessor's internet site (<http://www.willscot.com/support/terms-conditions>) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Lessor subject to the terms therein. Although Lessor will provide Lessee with a copy of the General Terms & Conditions upon written request, Lessee should print copies of this Agreement and General Terms & Conditions for recordkeeping purposes. Each party is authorized to accept and rely upon a facsimile signature, digital, or electronic signatures of the other party on this Agreement. Any such signature will be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

## Invoicing Options (select one)

### ☒ Paperless Invoicing Option

Williams Scotsman prefers electronic invoicing, an efficient, convenient and environmentally friendly process. To avoid fees, provide us with the proper email address for your invoices.

A/P Email: \_\_\_\_\_

A/P Email on File: \_\_\_\_\_

### ☐ Standard Mail Option

Customer prefers to receive paper invoice via mail. Fees may apply. Invoices will be mailed to:

160 Lake Avenue  
PALM COAST Florida 32164

Enter a new billing address: \_\_\_\_\_

## Signatures

**Lessee::** CITY OF PALM COAST

Signature: \_\_\_\_\_

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

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

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

PO# \_\_\_\_\_

**Lessor:** Williams Scotsman, Inc.

Signature: \_\_\_\_\_

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

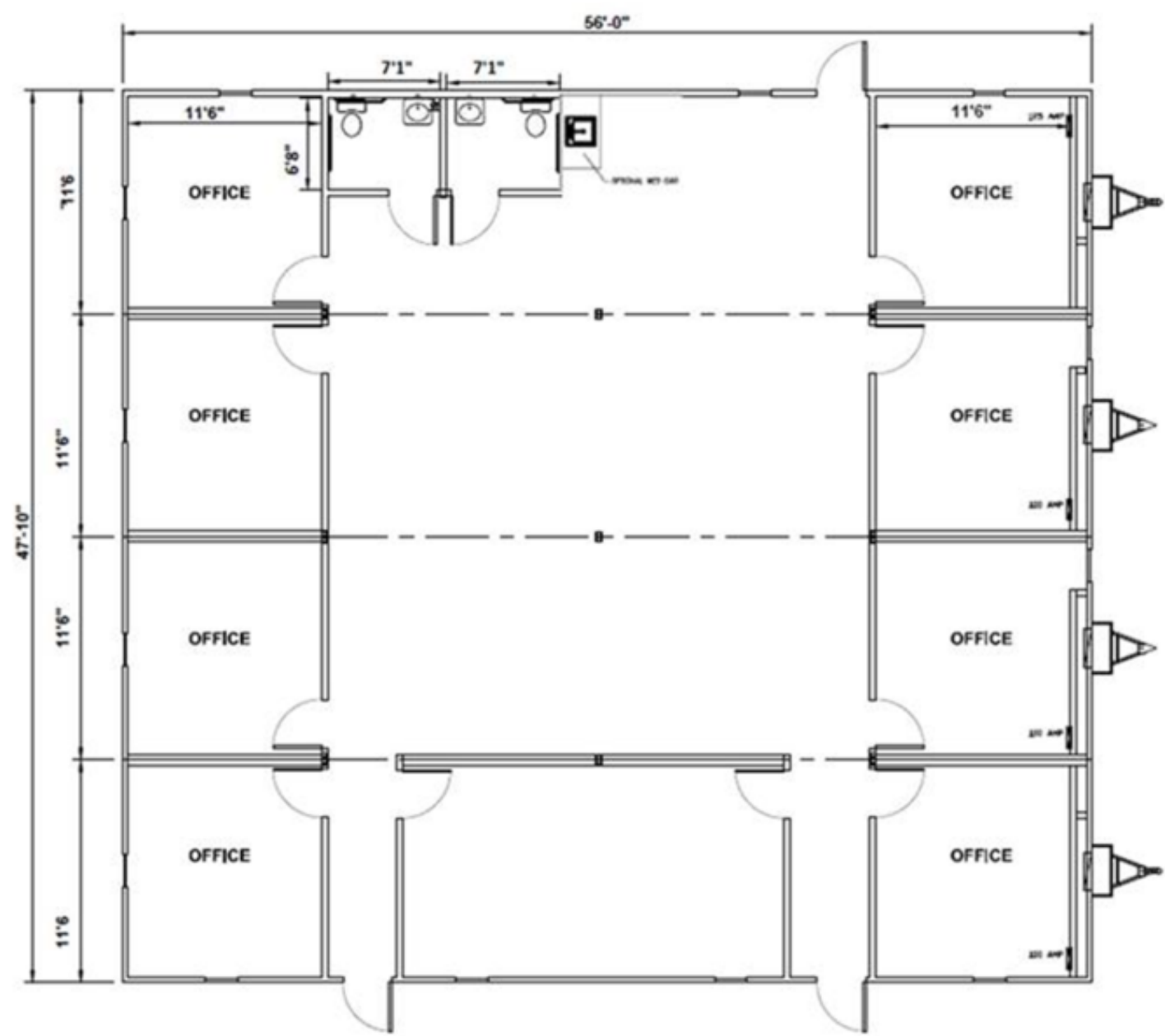
Title: \_\_\_\_\_

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

PLEASE RETURN SIGNED AGREEMENT TO: ORLLeases@willscot.com



City of Palm Coast    SM5760 (53'x60' box)



# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 5/21/19

<b>Department</b>	Stormwater & Engineering	<b>Amount</b>	\$1,929,936.14	
<b>Item Key</b>		<b>Account</b>	54029082-063000-55240;55241;55242;55243;55244;55245	
<b>Subject</b>	RESOLUTION 2019-XX APPROVING CONTRACTS WITH PBM CONSTRUCTORS, EAU GALLIE ELECTRIC AND ZABATT ENGINE SERVICES, FOR THE CONSTRUCTION OF SIX FEMA GENERATORS PROJECTS.			
<b>UPDATED BACKGROUND FROM THE MAY 14, 2019 WORKSHOP:</b>				
This item was scheduled to be heard at the May 14, 2019 Workshop, however that meeting was cancelled. Staff has requested additional time for completion of this project to DEM and anticipate their approval of such. Therefore, this proposal is for Council’s approval which now includes the extension of expiration date of the contracts. Staff is estimating operating and maintenance costs to be approximately \$65K per year for all 30 generators total.				
<b>ORIGINAL BACKGROUND FROM THE MAY 14, 2019 WORKSHOP:</b>				
Last February, City Council approved the Florida Division of Emergency Management (DEM) cost share agreements for the Hazard Mitigation Grants for the purchase and installation of generators for 30 pump stations throughout the City. These generators will be installed at existing pump stations. The generators will be placed on concrete pads and connected to the electrical panels.				
The Stormwater & Engineering Department advertised all six FEMA approved projects and on April 25, 2019 received bids from five qualified contractors. City staff recommends award of four of the projects to the low bidder, PBM Constructors, Inc., one to Eau Gallie Electric of Melbourne, Florida, and one to Zabatt Engine Services of Jacksonville, Florida. City staff is also requesting a 10% contingency for approval in case of unforeseen circumstances and/or unknown conditions, for a total of \$1,929,936.14.				
Project #	Base Bid	10% Contingency	Total	DEM Cost Share
ITB-CD-19-32	\$ 279,996.24	\$ 27,999.62	\$ 307,995.86	\$ 196,862.24
ITB-CD-19-33	\$ 257,125.80	\$ 27,712.58	\$ 282,838.38	\$ 187,551.50
ITB-CD-19-34	\$ 292,025.34	\$ 29,202.53	\$ 321,227.87	\$ 208,270.59
ITB-CD-19-35	\$ 269,629.50	\$ 26,962.96	\$ 296,592.56	\$ 197,731.10
ITB-CD-19-36	\$ 383,900.00	\$ 38,390.00	\$ 422,290.00	\$ 217,987.49
ITB-CD-19-37	\$ 271,810.42	\$ 27,181.04	\$ 298,991.46	\$ 188,374.09
Totals	\$ 1,754,487.40	\$ 175,448.74	\$ 1,929,936.14	\$ 1,196,777.00
The DEM is currently evaluating the bids. Once the DEM sends the City approval of the bids, the City can move forward with the projects. These projects are in the Utility 5-Year Capital Improvement Plan and the construction is budgeted for Fiscal Year 2019/20. Funding shortfall will be added as part of the budget process for FY2020, shifting funds from other utility capital projects.				
<b>SOURCE OF FUNDS WORKSHEET FY 2019/20</b>				
FEMA GENERATOR 54029082-063000-55240			\$323,285.36	
Total Expended/Encumbered to Date.....			\$ 15,186.80	
Pending Work Orders/Contracts.....			\$	
Current (WO/Contract).....			<u>\$307,995.86</u>	
<b>Balance.....</b>			<b>\$ 0</b>	

**SOURCE OF FUNDS WORKSHEET FY 2019/20**

FEMA GENERATOR 54029082-063000-55241	\$311,074.66
Total Expended/Encumbered to Date.....	\$ 28,236.28
Pending Work Orders/Contracts.....	\$
Current (WO/Contract).....	<u>\$282,838.38</u>
<b>Balance</b> .....	<b>\$ 0</b>

**SOURCE OF FUNDS WORKSHEET FY 2019/20**

FEMA GENERATOR 54029082-063000-55242	\$349,464.15
Total Expended/Encumbered to Date.....	\$ 28,236.28
Pending Work Orders/Contracts.....	\$
Current (WO/Contract).....	<u>\$321,227.87</u>
<b>Balance</b> .....	<b>\$ 0</b>

**SOURCE OF FUNDS WORKSHEET FY 2019/20**

FEMA GENERATOR 54029082-063000-55243	\$324,831.84
Total Expended/Encumbered to Date.....	\$ 28,236.28
Pending Work Orders/Contracts.....	\$
Current (WO/Contract).....	<u>\$296,592.56</u>
<b>Balance</b> .....	<b>\$ 0</b>

**SOURCE OF FUNDS WORKSHEET FY 2019/20**

FEMA GENERATOR 54029082-063000-55244	\$394,053.72
Total Expended/Encumbered to Date.....	\$ 28,236.28
Pending Work Orders/Contracts.....	\$
Current (WO/Contract).....	<u>\$422,290.00</u>
<b>Balance</b> .....	<b>\$ 0</b>

**SOURCE OF FUNDS WORKSHEET FY 2019/20**

FEMA GENERATOR 54029082-063000-55245	\$ 327,27.74
Total Expended/Encumbered to Date.....	\$ 28,236.28
Pending Work Orders/Contracts.....	\$
Current (WO/Contract).....	<u>\$298,991.46</u>
<b>Balance</b> .....	<b>\$ 0</b>

**Recommended Action :**

Adopt Resolution 2019-XX approving contracts with PBM Constructors, Eau Gallie Electric, and Zabatt Engine Services, including a 10% contingency for the construction of six FEMA Generators projects.

**RESOLUTION 2019-  
FEMA GENERATOR PROJECT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING CONTRACTS WITH PBM CONSTRUCTORS, EAU GALLIE ELECTRIC, AND ZABATT ENGINE SERVICES, FOR THE CONSTRUCTION OF SIX FEMA GENERATORS PROJECTS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast desires construction of a FEMA Generator project; and

**WHEREAS**, PBM Constructors, Eau Gallie Electric, and Zabatt Engine Services, desire to provide for the construction of six FEMA generators projects; and

**WHEREAS**, the City Council of the City of Palm Coast desires to contract with PBM Constructors, Eau Gallie Electric, Inc. and Zabatt Engine Services, for the above referenced services.

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

**SECTION 1. APPROVAL OF CONTRACTS.** The City Council hereby approves the terms and conditions of the contracts with PBM Constructors, Eau Gallie Electric, Inc., and Zabatt Engine Services, for the six FEMA Generator project, as attached hereto and incorporated herein by reference as Exhibit “A.”

**SECTION 2. AUTHORIZATION TO EXECUTE.** The Mayor, is hereby authorized to execute any necessary documents and amendments to the contracts as necessary relating to this six FEMA Generator project.

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on the 21<sup>st</sup> day of May 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

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

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

Attachment: Exhibit A –Contracts with PBM Constructors, Eau Gallie Electric, Inc., and Zabatt Engine Services

Approved as to form and legality

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



Administrative Services & Economic Development  
Central Services Division

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

## NOTICE OF INTENT TO AWARD

### Projects:

ITB-CD-19-32 – Backup Power, 5 Pump Stations – FEMA 4283-27-R  
ITB-CD-19-33 – Backup Power, 5 Pump Stations – FEMA 4283-31-R  
ITB-CD-19-34 – Backup Power, 5 Pump Stations – FEMA 4283-33-R  
ITB-CD-19-35 – Backup Power, 5 Pump Stations – FEMA 4283-34-R  
ITB-CD-19-36 – Backup Power, 5 Pump Stations – FEMA 4283-35-R  
ITB-CD-19-37 – Backup Power, 5 Pump Stations – FEMA 4283-36-R

**Project:** ITB-CD-19-32 - Backup Power, 5 Pump Stations – **FEMA 4283-27-R**

**Date:** 4/30/2019

**Appeal Deadline:** Appeals must be filed by 5:00 PM on 5/3/2019

Firm	Bid
<b>PBM Constructors, Inc.</b> Jacksonville, FL	<b>\$279,996.24</b>
Eau Gallie Electric, Inc. Melbourne, FL	\$352,500.00
Chinchor Electric, Inc. Orange City, FL	\$395,104.00
Hinterland Group, Inc. Riviera Beach, FL	\$476,200.00

The intent of the City of Palm Coast is to award ITB-CD-19-32 to PBM Constructors, Inc.

**Project:** ITB-CD-19-33 - Backup Power, 5 Pump Stations – **FEMA 4283-31-R**

**Date:** 4/30/2019

**Appeal Deadline:** Appeals must be filed by 5:00 PM on 5/3/2019

Firm	Bid
<b>PBM Constructors, Inc.</b> Jacksonville, FL	<b>\$257,125.80</b>
Eau Gallie Electric, Inc. Melbourne, FL	\$324,400.00
Chinchor Electric, Inc. Orange City, FL	\$370,904.00
Hinterland Group, Inc. Riviera Beach, FL	\$463,500.00

The intent of the City of Palm Coast is to award ITB-CD-19-33 to PBM Constructors, Inc.

**Project:** ITB-CD-19-34 - Backup Power, 5 Pump Stations – **FEMA 4283-33-R**

**Date:** 4/30/2019

**Appeal Deadline:** Appeals must be filed by 5:00 PM on 5/3/2019

Firm	Bid
<b>PBM Constructors, Inc.</b> Jacksonville, FL	<b>\$292,025.34</b>
Eau Gallie Electric, Inc. Melbourne, FL	\$388,300.00
Chinchor Electric, Inc. Orange City, FL	\$407,754.00
Hinterland Group, Inc. Riviera Beach, FL	\$548,900.00

The intent of the City of Palm Coast is to award ITB-CD-19-34 to PBM Constructors, Inc.



**Project:** ITB-CD-19-35 - Backup Power, 5 Pump Stations – **FEMA 4283-34-R**

**Date:** 4/30/2019

**Appeal Deadline:** Appeals must be filed by 5:00 PM on 5/3/2019

Firm	Bid
<b>PBM Constructors, Inc.</b> Jacksonville, FL	<b>\$269,629.60</b>
Eau Gallie Electric, Inc. Melbourne, FL	\$343,300.00
Chinchor Electric, Inc. Orange City, FL	\$398,527.00
Hinterland Group, Inc. Riviera Beach, FL	\$455,900.00

The intent of the City of Palm Coast is to award ITB-CD-19-35 to PBM Constructors, Inc.

**Project:** ITB-CD-19-36 - Backup Power, 5 Pump Stations – **FEMA 4283-35-R**

**Date:** 4/30/2019

**Appeal Deadline:** Appeals must be filed by 5:00 PM on 5/3/2019

Firm	Bid
<b>Eau Gallie Electric, Inc.</b> Melbourne, FL	\$383,900.00
Chinchor Electric, Inc. Orange City, FL	\$427,530.00
Hinterland Group, Inc. Riviera Beach, FL	\$574,100.00

The intent of the City of Palm Coast is to award ITB-CD-19-36 to Eau Gallie Electric, Inc.

**Project:** ITB-CD-19-37 - Backup Power, 5 Pump Stations – **FEMA 4283-36-R**

**Date:** 4/30/2019

**Appeal Deadline:** Appeals must be filed by 5:00 PM on 5/3/2019

Firm	Bid
Zabatt Engine Services, Inc. Jacksonville, FL	\$271,810.42
Chinchor Electric, Inc. Orange City, FL	\$373,000.00
Hinterland Group, Inc. Riviera Beach, FL	\$426,800.00
Eau Gallie Electric, Inc. Melbourne, FL	<b>Non-Responsive</b>

The intent of the City of Palm Coast is to award ITB-CD-19-37 to Zabatt Engine Services

Cc: Contract Coordinator, Project Manager, ASSED Director, Finance Director, Department Director

*Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Central Service Division's Bid Protest procedures.*

*A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to*

*protest to the City's Administrative Services and Economic Development Director, Beau Falgout (bfalgout@palmcoastgov.com) shall constitute a waiver of the protest proceedings.*





# ITB-CD-19-32 - Backup Power to Five (5) Pump Stations FEMA Contract #4283-27-R

## Project Overview

Project Details	
Reference ID	ITB-CD-19-32
Project Name	Backup Power to Five (5) Pump Stations FEMA Contract #4283-27-R
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Current Spend	\$0.00
Target Savings	0%
Budget	\$500000.00 - \$531242.00
Project Description	The Contractor shall furnish all labor, material, equipment, tools, supervision, and any other items required for the installation/construction of five (5) standby power generators at five (5) sewage pump stations. The pump stations covered in this Contract are PS 23-1, PS 26-1, PS 28-1, PS 29-1 and PS 29-2. Other items to be bid include all electrical work required to connect the generators to the existing power, installation of an automatic transfer switch, concrete slab to support the generator and restoration of the sites.
Open Date	Mar 20, 2019 8:00 AM EDT
Intent to Bid Due	Apr 04, 2019 2:00 PM EDT
Close Date	Apr 04, 2019 2:00 PM EDT



Highest Scoring Supplier	Score
PBM Constructors, Inc.	100 pts

## Seal status

Requested Information	Unsealed on	Unsealed by
Forms A-M, Excluding N	Apr 04, 2019 2:03 PM EDT	Jesse Scott
Financials Form N	Apr 04, 2019 2:03 PM EDT	Jesse Scott
Attachment C to include license	Apr 04, 2019 2:03 PM EDT	Jesse Scott
Bid Forms 00200 and Pricing	Apr 25, 2019 2:01 PM EDT	Jesse Scott
Forms 5 and 6	Apr 25, 2019 2:02 PM EDT	Jesse Scott
Addendum #1	Apr 25, 2019 2:02 PM EDT	Jesse Scott
Addendum #2	Apr 25, 2019 2:02 PM EDT	Jesse Scott
Addendum #3	Apr 25, 2019 2:02 PM EDT	Jesse Scott
Addendum #4	Apr 25, 2019 2:02 PM EDT	Jesse Scott

## Conflict of Interest

# Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: \* has direct or indirect financial interest in the award of the contract to any proponent; \* is currently employed by,



or is a consultant to or under contract to a proponent; \* is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, \* has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Mary Kronenberg	Apr 04, 2019 3:29 PM EDT	No
Alex Blake	Apr 04, 2019 3:03 PM EDT	No
Danny Ashburn	Apr 04, 2019 3:55 PM EDT	No
Helena Alves	Apr 08, 2019 8:45 AM EDT	No
Jesse Scott	Apr 04, 2019 2:09 PM EDT	No
james melley	Apr 05, 2019 8:05 AM EDT	No



## Project Criteria

Criteria	Points	Description
Forms A-M, Excluding N	Pass/Fail	Forms A-M, excluding N completed as requested
Qualification Review	Pass/Fail	Forms A-M, excluding N
Financials (Form N)	Pass/Fail	Financials (Form N)
Bid Forms 00200	Pass/Fail	Completed as requested
Forms 5 and 6	Pass/Fail	Completed as requested
Addenda	Pass/Fail	Completed as requested
Pricing	100 pts	Price entry
<b>Total</b>	<b>100 pts</b>	



## Scoring Summary

### Active Submissions

	Total	Forms A-M, Excluding N	Qualification Review	Financials (Form N)	Bid Forms 00200
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
PBM Constructors, Inc.	100 pts	Pass	Pass	Pass	Pass
Eau Gallie Electric, Inc	80.98 pts	Pass	Pass	Pass	Pass
Chinchor Electric, Inc.	70.87 pts	Pass	Pass	Pass	Pass
Hinterland Group, Inc.	58.8 pts	Pass	Pass	Pass	Pass
Sawcross Inc	0.00933 pts	Pass	Pass	Pass	Mixed





	Forms 5 and 6	Addenda	Pricing
Supplier	Pass/Fail	Pass/Fail	/ 100 pts
PBM Constructors, Inc.	Pass	Pass	100 pts (\$279,996.24)
Eau Gallie Electric, Inc	Pass	Pass	80.98 pts (\$345,750.00)
Chinchor Electric, Inc.	Pass	Pass	70.87 pts (\$395,104.00)
Hinterland Group, Inc.	Pass	Pass	58.8 pts (\$476,200.00)
Sawcross Inc	Mixed	Fail	0.00933 pts (\$3,000,249,999.25)



# ITB-CD-19-33 - Backup Power to Five (5) Pump Stations FEMA Contract #4283-31-R

## Project Overview

Project Details	
Reference ID	ITB-CD-19-33
Project Name	Backup Power to Five (5) Pump Stations FEMA Contract #4283-31-R
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Current Spend	\$0.00
Target Savings	0%
Budget	\$500000.00 - \$531242.00
Project Description	<p>The Contractor shall furnish all labor, material, equipment, tools, supervision, and any other items required for the installation/construction of five (5) standby power generators at five (5) sewage pump stations. The pump stations covered in this Contract are PS 33-1, PS 34-2, PS 34-3, PS 34-4 and PS 65-1. Other items to be bid include all electrical work required to connect the generators to the existing power, installation of an automatic transfer switch, concrete slab to support the generator and restoration of the sites.</p>
Open Date	Mar 20, 2019 8:00 AM EDT
Intent to Bid Due	Apr 04, 2019 2:00 PM EDT
Close Date	Apr 04, 2019 2:00 PM EDT



Highest Scoring Supplier	Score
PBM Constructors, Inc.	100 pts

## Seal status

Requested Information	Unsealed on	Unsealed by
Forms A-M, Excluding N	Apr 04, 2019 2:10 PM EDT	Jesse Scott
Financials Form N	Apr 04, 2019 2:11 PM EDT	Jesse Scott
Attachment C and license	Apr 04, 2019 2:10 PM EDT	Jesse Scott
Bid Forms 00200 to include Pricing	Apr 25, 2019 2:10 PM EDT	Jesse Scott
Forms 5 and 6	Apr 25, 2019 2:11 PM EDT	Jesse Scott
Addendum #1	Apr 25, 2019 2:11 PM EDT	Jesse Scott
Addendum #2	Apr 25, 2019 2:11 PM EDT	Jesse Scott
Addendum #3	Apr 25, 2019 2:11 PM EDT	Jesse Scott
Addendum #4	Apr 25, 2019 2:11 PM EDT	Jesse Scott

## Conflict of Interest

# Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: \* has direct or indirect financial interest in the award of the contract to any proponent; \* is currently employed by,



or is a consultant to or under contract to a proponent; \* is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, \* has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Mary Kronenberg	Apr 04, 2019 3:02 PM EDT	No
Alex Blake	Apr 04, 2019 3:28 PM EDT	No
Helena Alves	Apr 08, 2019 8:48 AM EDT	No
Jesse Scott	Apr 04, 2019 2:11 PM EDT	No
james melley	Apr 05, 2019 8:07 AM EDT	No



## Project Criteria

Criteria	Points	Description
Forms A-M, Excluding N	Pass/Fail	Forms A-M, excluding N completed as requested
Qualification Review	Pass/Fail	Forms A-M, excluding N
Financials (Form N)	Pass/Fail	Financials (Form N)
Bid Forms 00200	Pass/Fail	Completed as requested
Forms 5 and 6	Pass/Fail	Completed as requested
Addenda	Pass/Fail	Completed as requested
Pricing	100 pts	Price entry
<b>Total</b>	<b>100 pts</b>	





## Scoring Summary

### Active Submissions

	Total	Forms A-M, Excluding N	Qualification Review	Financials (Form N)	Bid Forms 00200
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
PBM Constructors, Inc.	100 pts	Pass	Pass	Pass	Pass
Eau Gallie Electric, Inc	80.65 pts	Pass	Pass	Pass	Pass
Chinchor Electric, Inc.	70.54 pts	Pass	Pass	Pass	Pass
Hinterland Group, Inc.	56.45 pts	Pass	Pass	Pass	Pass
Sawcross Inc	0.00872 pts	Pass	Pass	Pass	Mixed



	Forms 5 and 6	Addenda	Pricing
Supplier	Pass/Fail	Pass/Fail	/ 100 pts
PBM Constructors, Inc.	Pass	Pass	100 pts (\$261,625.60)
Eau Gallie Electric, Inc	Pass	Pass	80.65 pts (\$324,400.00)
Chinchor Electric, Inc.	Pass	Pass	70.54 pts (\$370,904.00)
Hinterland Group, Inc.	Pass	Pass	56.45 pts (\$463,500.00)
Sawcross Inc	Mixed	Fail	0.00872 pts (\$3,000,249,999.25)



# ITB-CD-19-34 - Backup Power to Five (5) Pump Stations FEMA Contract #4283-33-R

## Project Overview

Project Details	
Reference ID	ITB-CD-19-34
Project Name	Backup Power to Five (5) Pump Stations FEMA Contract #4283-33-R
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Current Spend	\$0.00
Target Savings	0%
Budget	\$500000.00 - \$531242.00
Project Description	The Contractor shall furnish all labor, material, equipment, tools, supervision, and any other items required for the installation/construction of five (5) standby power generators at five (5) sewage pump stations. The pump stations covered in this Contract are PS-35-2, PS 35-4, PS 59-1, PS 59-2 and PS-60-1. Other items to be bid include all electrical work required to connect the generators to the existing power, installation of an automatic transfer switch, concrete slab to support the generator and restoration of the sites.
Open Date	Mar 20, 2019 8:00 AM EDT
Intent to Bid Due	Apr 04, 2019 2:00 PM EDT
Close Date	Apr 04, 2019 2:00 PM EDT



Highest Scoring Supplier	Score
PBM Constructors, Inc.	100 pts

## Seal status

Requested Information	Unsealed on	Unsealed by
Forms A-M, Excluding N	Apr 04, 2019 2:14 PM EDT	Jesse Scott
Financials Form N	Apr 04, 2019 2:15 PM EDT	Jesse Scott
Attachment C and License	Apr 04, 2019 2:14 PM EDT	Jesse Scott
Section 00200 Bid Forms and pricing	Apr 25, 2019 2:18 PM EDT	Jesse Scott
Forms 5 and 6	Apr 25, 2019 2:18 PM EDT	Jesse Scott
Addendum #1	Apr 25, 2019 2:19 PM EDT	Jesse Scott
Addendum #2	Apr 25, 2019 2:19 PM EDT	Jesse Scott
Addendum #3	Apr 25, 2019 2:19 PM EDT	Jesse Scott

## Conflict of Interest

# Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: \* has direct or indirect financial interest in the award of the contract to any proponent; \* is currently employed by, or is a consultant to or under contract to a proponent; \* is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, \* has an ownership interest in,



or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Mary Kronenberg	Apr 04, 2019 3:32 PM EDT	No
Alex Blake	Apr 04, 2019 3:35 PM EDT	No
Helena Alves	Apr 05, 2019 2:29 PM EDT	No
Jesse Scott	Apr 04, 2019 3:39 PM EDT	No
james melley	Apr 05, 2019 8:03 AM EDT	No





## Project Criteria

Criteria	Points	Description
Forms A-M, Excluding N	Pass/Fail	Forms A-M, excluding N completed as requested
Qualification Review	Pass/Fail	Forms A-M, excluding N
Financials (Form N)	Pass/Fail	Financials (Form N)
Bid Forms 00200	Pass/Fail	Completed as requested
Forms 5 and 6	Pass/Fail	Completed as requested
Addenda	Pass/Fail	Completed as requested. Signed and dated.
Pricing	100 pts	Price entry
<b>Total</b>	<b>100 pts</b>	



## Scoring Summary

### Active Submissions

	Total	Forms A-M, Excluding N	Qualification Review	Financials (Form N)	Bid Forms 00200
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
PBM Constructors, Inc.	100 pts	Pass	Pass	Pass	Pass
Eau Gallie Electric, Inc	78.43 pts	Pass	Pass	Pass	Pass
Chinchor Electric, Inc.	73.27 pts	Pass	Pass	Pass	Pass
Hinterland Group, Inc.	53.2 pts	Pass	Pass	Pass	Pass
Sawcross, Inc.	0.03892 pts	Pass	Pass	Pass	Mixed

	Forms 5 and 6	Addenda	Pricing
--	---------------	---------	---------



Supplier	Pass/Fail	Pass/Fail	/ 100 pts
PBM Constructors, Inc.	Pass	Pass	100 pts (\$292,025.34)
Eau Gallie Electric, Inc	Pass	Pass	78.43 pts (\$372,325.00)
Chinchor Electric, Inc.	Pass	Pass	73.27 pts (\$398,541.50)
Hinterland Group, Inc.	Pass	Pass	53.2 pts (\$548,900.00)
Sawcross, Inc.	Mixed	Fail	0.03892 pts (\$750,249,999.25)



# ITB-CD-19-36 - Backup Power to Five (5) Pump Stations FEMA Contract #4283-35-R

## Project Overview

Project Details	
Reference ID	ITB-CD-19-36
Project Name	Backup Power to Five (5) Pump Stations FEMA Contract #4283-35-R
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Current Spend	\$0.00
Target Savings	0%
Budget	\$500000.00 - \$531242.00
Project Description	The Contractor shall furnish all labor, material, equipment, tools, supervision, and any other items required for the installation/construction of five (5) standby power generators at five (5) sewage pump stations. The pump stations covered in this Contract are PS 27-1, PS 58-2, PS-C, PS 4-2 and PS 11-2. Other items to be bid include all electrical work required to connect the generators to the existing power, installation of an automatic transfer switch, concrete slab to support the generator and restoration of the sites.
Open Date	Mar 20, 2019 8:00 AM EDT
Intent to Bid Due	Apr 04, 2019 2:00 PM EDT
Close Date	Apr 04, 2019 2:00 PM EDT



Highest Scoring Supplier	Score
Eau Gallie Electric, Inc	100 pts

## Seal status

Requested Information	Unsealed on	Unsealed by
Forms A-M, Excluding N	Apr 04, 2019 2:26 PM EDT	Jesse Scott
Financials Form N	Apr 04, 2019 2:26 PM EDT	Jesse Scott
Attachment C and license	Apr 04, 2019 2:26 PM EDT	Jesse Scott
Section 00200 Bid Forms and pricing	Apr 25, 2019 2:32 PM EDT	Jesse Scott
Forms 5 and 6	Apr 25, 2019 2:32 PM EDT	Jesse Scott
Addendum #1	Apr 25, 2019 2:32 PM EDT	Jesse Scott
Addendum 2#	Apr 25, 2019 2:32 PM EDT	Jesse Scott
Addendum #3	Apr 25, 2019 2:32 PM EDT	Jesse Scott
Addendum #4	Apr 25, 2019 2:32 PM EDT	Jesse Scott

## Conflict of Interest

# Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: \* has direct or indirect financial interest in the award of the contract to any proponent; \* is currently employed by,





or is a consultant to or under contract to a proponent; \* is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, \* has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Mary Kronenberg	Apr 04, 2019 3:40 PM EDT	No
Alex Blake	Apr 04, 2019 3:51 PM EDT	No
Helena Alves	Apr 08, 2019 8:53 AM EDT	No
Jesse Scott	Apr 04, 2019 2:27 PM EDT	No
james melley	Apr 05, 2019 7:57 AM EDT	No



## Project Criteria

Criteria	Points	Description
Forms A-M, Excluding N	Pass/Fail	Forms A-M, excluding N completed as requested
Qualification Review	Pass/Fail	Forms A-M, excluding N
Financials (Form N)	Pass/Fail	Financials (Form N)
Section 00200 Bid Forms	Pass/Fail	Completed as requested
Forms 5 and 6	Pass/Fail	Completed as requested
Addenda	Pass/Fail	Completed as requested. Signed and Dated.
Pricing	100 pts	Price entry
<b>Total</b>	<b>100 pts</b>	



## Scoring Summary

### Active Submissions

	Total	Forms A-M, Excluding N	Qualification Review	Financials (Form N)	Section 00200 Bid Forms
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Eau Gallie Electric, Inc	100 pts	Pass	Pass	Pass	Pass
Chinchor Electric, Inc.	89.79 pts	Pass	Pass	Pass	Pass
Hinterland Group, Inc.	66.87 pts	Pass	Pass	Pass	Pass
Sawcross, Inc.	0.0128 pts	Pass	Pass	Pass	Mixed



	Forms 5 and 6	Addenda	Pricing
Supplier	Pass/Fail	Pass/Fail	/ 100 pts
Eau Gallie Electric, Inc	Pass	Pass	100 pts (\$383,900.00)
Chinchor Electric, Inc.	Pass	Pass	89.79 pts (\$427,530.00)
Hinterland Group, Inc.	Pass	Pass	66.87 pts (\$574,100.00)
Sawcross, Inc.	Mixed	Fail	0.0128 pts (\$3,000,249,999.25)



# ITB-CD-19-35 - Backup Power to Five (5) Pump Stations FEMA Contract #4283-34-R

## Project Overview

Project Details	
Reference ID	ITB-CD-19-35
Project Name	Backup Power to Five (5) Pump Stations FEMA Contract #4283-34-R
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Current Spend	\$0.00
Target Savings	0%
Budget	\$500000.00 - \$531242.00
Project Description	The Contractor shall furnish all labor, material, equipment, tools, supervision, and any other items required for the installation/construction of five (5) standby power generators at five (5) sewage pump stations. The pump stations covered in this Contract are PS 58-1, PS 22-2, PS-D, PS-E and PS-A. Other items to be bid include all electrical work required to connect the generators to the existing power, installation of an automatic transfer switch, concrete slab to support the generator and restoration of the sites.
Open Date	Mar 20, 2019 8:00 AM EDT
Intent to Bid Due	Apr 04, 2019 2:00 PM EDT
Close Date	Apr 04, 2019 2:00 PM EDT





Highest Scoring Supplier	Score
PBM Constructors, Inc.	100 pts

## Seal status

Requested Information	Unsealed on	Unsealed by
Forms A-M, Excluding N	Apr 04, 2019 2:22 PM EDT	Jesse Scott
Financials Form N	Apr 04, 2019 2:22 PM EDT	Jesse Scott
Attachment C with license	Apr 04, 2019 2:22 PM EDT	Jesse Scott
Section 00200 Bid Forms and pricing	Apr 25, 2019 2:24 PM EDT	Jesse Scott
Forms 5 and 6	Apr 25, 2019 2:25 PM EDT	Jesse Scott
Addendum #1	Apr 25, 2019 2:25 PM EDT	Jesse Scott
Addendum #2	Apr 25, 2019 2:25 PM EDT	Jesse Scott
Addendum #3	Apr 25, 2019 2:25 PM EDT	Jesse Scott
Addendum #4	Apr 25, 2019 2:25 PM EDT	Jesse Scott

## Conflict of Interest

# Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: \* has direct or indirect financial interest in the award of the contract to any proponent; \* is currently employed by,



or is a consultant to or under contract to a proponent; \* is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, \* has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Mary Kronenberg	Apr 04, 2019 3:37 PM EDT	No
Alex Blake	Apr 04, 2019 3:43 PM EDT	No
Helena Alves	Apr 08, 2019 8:50 AM EDT	No
Jesse Scott	Apr 04, 2019 2:23 PM EDT	No
james melley	Apr 05, 2019 8:01 AM EDT	No



## Project Criteria

Criteria	Points	Description
Forms A-M, Excluding N	Pass/Fail	Forms A-M, excluding N completed as requested
Qualification Review	Pass/Fail	Forms A-M, excluding N
Financials (Form N)	Pass/Fail	Financials (Form N)
Bid Forms 00200	Pass/Fail	Completed as requested
Forms 5 and 6	Pass/Fail	Completed as requested.
Addenda	Pass/Fail	Completed as requested. signed and dated.
Pricing	100 pts	Price entry
<b>Total</b>	<b>100 pts</b>	



## Scoring Summary

### Active Submissions

	Total	Forms A-M, Excluding N	Qualification Review	Financials (Form N)	Bid Forms 00200
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
PBM Constructors, Inc.	100 pts	Pass	Pass	Pass	Pass
Eau Gallie Electric, Inc	77.63 pts	Pass	Pass	Pass	Pass
Chinchor Electric, Inc.	68.66 pts	Pass	Pass	Pass	Pass
Hinterland Group, Inc.	57.44 pts	Pass	Pass	Pass	Pass
Sawcross, Inc.	0.03668 pts	Pass	Pass	Pass	Mixed



	Forms 5 and 6	Addenda	Pricing
Supplier	Pass/Fail	Pass/Fail	/ 100 pts
PBM Constructors, Inc.	Pass	Pass	100 pts (\$275,228.39)
Eau Gallie Electric, Inc	Pass	Pass	77.63 pts (\$354,550.00)
Chinchor Electric, Inc.	Pass	Pass	68.66 pts (\$400,833.75)
Hinterland Group, Inc.	Pass	Pass	57.44 pts (\$479,150.00)
Sawcross, Inc.	Mixed	Fail	0.03668 pts (\$750,249,999.25)





# ITB-CD-19-37 - Backup Power to Five (5) Pump Stations FEMA Contract #4283-36-R

## Project Overview

Project Details	
Reference ID	ITB-CD-19-37
Project Name	Backup Power to Five (5) Pump Stations FEMA Contract #4283-36-R
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Current Spend	\$0.00
Target Savings	0%
Budget	\$500000.00 - \$531242.00
Project Description	The Contractor shall furnish all labor, material, equipment, tools, supervision, and any other items required for the installation/construction of five (5) standby power generators at five (5) sewage pump stations. The pump stations covered in this Contract are PS 14-1, PS 4-3, PS 24-1, PS 57-2 and PS 57-3. Other items to be bid include all electrical work required to connect the generators to the existing power, installation of an automatic transfer switch, concrete slab to support the generator and restoration of the sites.
Open Date	Mar 20, 2019 8:00 AM EDT
Intent to Bid Due	Apr 04, 2019 2:00 PM EDT
Close Date	Apr 04, 2019 2:00 PM EDT



Highest Scoring Supplier	Score
Zabatt	100 pts

## Seal status

Requested Information	Unsealed on	Unsealed by
Forms A-M, Excluding N	Apr 04, 2019 2:28 PM EDT	Jesse Scott
Financials Form N	Apr 04, 2019 2:29 PM EDT	Jesse Scott
Attachment C with license	Apr 04, 2019 2:28 PM EDT	Jesse Scott
Section 00200 Bid Forms and pricing	Apr 25, 2019 2:35 PM EDT	Jesse Scott
Forms 5 and 6	Apr 25, 2019 2:35 PM EDT	Jesse Scott
Addendum #1	Apr 25, 2019 2:35 PM EDT	Jesse Scott
Addendum #2	Apr 25, 2019 2:35 PM EDT	Jesse Scott
Addendum #3	Apr 25, 2019 2:35 PM EDT	Jesse Scott
Addendum #4	Apr 25, 2019 2:35 PM EDT	Jesse Scott

## Conflict of Interest

# Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: \* has direct or indirect financial interest in the award of the contract to any proponent; \* is currently employed by,



or is a consultant to or under contract to a proponent; \* is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, \* has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Mary Kronenberg	Apr 04, 2019 2:53 PM EDT	No
Alex Blake	Apr 04, 2019 4:01 PM EDT	No
Helena Alves	Apr 08, 2019 8:55 AM EDT	No
Jesse Scott	Apr 04, 2019 2:30 PM EDT	No
james melley	Apr 04, 2019 3:47 PM EDT	No



## Project Criteria

Criteria	Points	Description
Forms A-M, Excluding N	Pass/Fail	Forms A-M, excluding N completed as requested
Qualification Review	Pass/Fail	Forms A-M, excluding N
Financials (Form N)	Pass/Fail	Financials (Form N)
Section 00200 Bid Forms	Pass/Fail	Completed as requested
Forms 5 and 6	Pass/Fail	Completed as requested
Addenda	Pass/Fail	Completed as requested. Signed and dated.
Pricing	100 pts	Price entry
<b>Total</b>	<b>100 pts</b>	



## Scoring Summary

### Active Submissions

	Total	Forms A-M, Excluding N	Qualification Review	Financials (Form N)	Section 00200 Bid Forms
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Zabatt	100 pts	Pass	Pass	Pass	Pass
Chinchor Electric, Inc.	72.87 pts	Pass	Pass	Pass	Pass
Hinterland Group, Inc.	63.69 pts	Pass	Pass	Pass	Pass
Eau Gallie Electric, Inc	0.00988 pts	Pass	Pass	Pass	Mixed
Sawcross, Inc.	0.00906 pts	Pass	Pass	Pass	Mixed





	Forms 5 and 6	Addenda	Pricing
Supplier	Pass/Fail	Pass/Fail	/ 100 pts
Zabatt	Pass	Pass	100 pts (\$271,810.42)
Chinchor Electric, Inc.	Pass	Pass	72.87 pts (\$373,000.00)
Hinterland Group, Inc.	Pass	Pass	63.69 pts (\$426,800.00)
Eau Gallie Electric, Inc	Pass	Pass	0.00988 pts (\$2,750,249,999.50)
Sawcross, Inc.	Mixed	Fail	0.00906 pts (\$3,000,249,999.25)

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 5/21/2019

<b>Department</b>	Stormwater & Engineering	<b>Amount</b>	\$186,920.00
<b>Item Key</b>		<b>Account</b>	#54029086 063000 84002
<b>Subject</b>	RESOLUTION 2019-XX APPROVING A CONTRACT WITH CHINCHOR ELECTRIC, INC. TO PROVIDE ELECTRICAL UPGRADES FOR THE WATER TREATMENT PLANT #1, 4 MOTOR CONTROL PANELS AND 3 MOTOR CONTROL CENTERS REPLACEMENT PROJECT		
<b>UPDATED BACKGROUND FROM THE MAY 14, 2019 WORKSHOP:</b> This item was scheduled to be heard at the May 14, 2019 Workshop, however that meeting was cancelled.			
<b>ORIGINAL BACKGROUND FROM THE MAY 14, 2019 WORKSHOP:</b> Water Treatment Plant #1 is approximately 40 years old. The Base Bid included 4 remote control panels for the North and South Lime Sludge Thickeners and the North and South Washwater Basins which are outdated and in need of replacement. The 3 Add Alternates are 3 original 480V motor control centers with their associated transformers and 120V lighting control panels which are also outdated, located in the lime slaker buildings. These motor control centers currently feed the previously mentioned remote control panels as well as other active equipment and motors on site. The motor control centers would each be replaced with a new 480V panel board and a mini power zone (which includes a transformer and a 120V panel). The replacement of this old equipment is necessary as a preventative measure to ensure the continued uninterrupted service from Water Treatment Plant #1. Project design plans were prepared by McKim & Creed for the needed improvements.			
Base Bid for replacement of 4 remote control panels			\$92,779.21
Add Alternate #1 for replacement of MCC #2 and associated equipment			\$26,595.72
Add Alternate #2 for replacement of MCC #5 and associated equipment			\$26,440.72
Add Alternate #3 for replacement of MCC #6 and associated equipment			<u>\$24,111.89</u>
Total			\$169,927.54
In accordance with the City's Purchasing Policy, the project was opened to the public for qualifications. Three candidates submitted qualifications and were approved to bid. Bids were received from all 3 qualified contractors. The low bidder was Chinchor Electric, Inc. whose main office is located in Orange City, Florida. Their bid package was reviewed and approved in accordance with the City's Purchasing Policy.			
The project bid overview and notice of intent to award are attached to this agenda item.			
The project is a scheduled CIP for FY 2019. Bids were consistent with these types of services for a project of this size and scope. Chinchor Electric's bid for this project was \$169,927.54. Due to the age of the facility and the retrofitting of existing equipment we have included a 10% Contingency of \$16,992.46 for a project request approval of \$186,920.00. Funds for this project have been budgeted for out of FY 2019 Utility Capital Projects account.			
<b>SOURCE OF FUNDS WORKSHEET FY 2018-19</b>			
<b>Utility Capital Projects Fund</b> WTRPL#1 54029086-063000-84002			\$1,075,000.00
Total Expended/Encumbered to Date			\$ 247,337.45
Current (WO/Contract).....			\$ 169,927.54
Contingency (10%).....			<u>\$ 16,992.46</u>

<b>Balance</b> .....	<b>\$ 640,742.55</b>
<b>Recommended Action :</b> Adopt Resolution 2019-XX approving a contract with Chinchor Electric, Inc. to provide electrical upgrades for the Water Treatment Plant #1 4 Motor Control Panel and 3 Motor Control Centers Replacement Project.	

**RESOLUTION 2019-\_\_\_\_**  
**WATER TREATMENT PLANT #1**  
**ELECTRICAL UPGRADES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE CONTRACT WITH CHINCHOR ELECTRIC, INC., IN THE AMOUNT OF \$186,920.00 (WHICH INCLUDES A 10% CONTINGENCY); FOR WATER TREATMENT PLANT #1 ELECTRICAL UPGRADES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chinchor Electric, Inc., desires to provide electrical upgrades for Water Treatment Plant #1 for the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to have Chinchor Electric, Inc., perform the above referenced services.

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

**SECTION 1. APPROVAL OF CONTRACT.** The City Council hereby approves the terms and conditions of the contract issued to Chinchor Electric, Inc., to provide electrical upgrades for Water Treatment Plant #1, as referenced herein and attached hereto as Exhibit "A."

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

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

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

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

**SECTION 6. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on the 21<sup>st</sup> day of May 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

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

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

Attachment: Exhibit A –Contract with Chinchor Electric, Inc.

Approved as to form and legality

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





Finance Department  
Budget & Procurement Office

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

## NOTICE OF INTENT TO AWARD

**Project:** ITB-CD-19-43 - Water Treatment Plant No. 1 (WTP1) Electrical Upgrades

**Date:** 4/24/2019

**Appeal Deadline:** Appeals must be filed by 5:00 PM on 4/29/2019

Firm	Base Bid
<b>Chinchor Electric, Inc.</b> Orange City, FL	<b>\$92,779.21</b>
<b>Eau Gallie Electric, Inc.</b> Melbourne, FL	\$122,400.00
<b>J. Ranck Electric, Inc.</b> Mt. Pleasant, MI	\$123,730.00

The intent of the City of Palm Coast is to award ITB-CD-19-43 to Chinchor Electric, Inc.

*Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Central Service Division's Bid Protest procedures.*

*A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Administrative Services and Economic Development Director, Beau Falgout (bfaigout@palmcoastgov.com) shall constitute a waiver of the protest proceedings.*





# RFSQ-CD-19-43 / ITB-CD-19-43 - Water Treatment Plant No. 1 (WTP1) Electrical Upgrades

## Project Overview

Project Details	
Reference ID	RFSQ-CD-19-43 / ITB-CD-19-43
Project Name	Water Treatment Plant No. 1 (WTP1) Electrical Upgrades
Project Owner	Kelly Downey
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	The City of Palm Coast is seeking qualified bidder proposals for electrical work at Water Treatment Plant 1 (WTP1) located at 4 Corporate Dr. N., Palm Coast, FL. This work shall include removal and replacement of 2



	remote Sludge Thickener Motor Control panels, 2 remote Washwater Recovery Basin Motor Control panels, and 3 Motor Control Centers. The 4 motor control panels will also have their existing racks removed and replaced with new racks. There are some existing circuits and control wiring which are no longer being used and shall be removed prior to installation of the new equipment. There will also be some new miscellaneous conduit and wiring, removal & replacement of new MCC concrete equipment pads, and installation of 3 new Mini-Power Zones (combination transformer and electrical panel) to replace the existing transformers and lighting panels that are mounted on the walls.
<b>Open Date</b>	Feb 27, 2019 8:00 AM EST
<b>Intent to Bid Due</b>	Apr 18, 2019 2:00 PM EDT
<b>Close Date</b>	Mar 14, 2019 2:00 PM EDT

<b>Awarded Suppliers</b>	<b>Reason</b>	<b>Score</b>
<b>Chinchor Electric, Inc.</b>		<b>100 pts</b>

## Seal status



Requested Information	Unsealed on	Unsealed by
Bid Forms Section 00200	Apr 18, 2019 2:04 PM EDT	Kelly Downey
Forms 5 & 6	Apr 18, 2019 2:04 PM EDT	Kelly Downey
Addendum # 1	Apr 18, 2019 2:04 PM EDT	Kelly Downey
Addendum # 2	Apr 18, 2019 2:04 PM EDT	Kelly Downey
Addendum # 3	Apr 18, 2019 2:04 PM EDT	Kelly Downey

## Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
Eau Gallie Electric, Inc	Apr 17, 2019 4:33 PM EDT	Jennifer Austin	estimating@eg-electric.com	NDIyNjY=
J. Ranck Electric, Inc.	Apr 18, 2019 8:13 AM EDT	Janice LaRose	jlarose@jranck.com	NDIyMjk=
Chinchor Electric, Inc.	Apr 18, 2019 9:21 AM EDT	Don Hasco	estimating@chinchorelectric.com	NDIyNjE=



## Project Criteria

Criteria	Points	Description
Qualification Forms A- M	Pass/Fail	Section 00100 Qualification forms A- M
Qualification review	Pass/Fail	Section 00100 Qualification forms A- M
Financial review Form N	Pass/Fail	Financial review Form N
Section 00200	Pass/Fail	Section 00200
Pricing	100 pts	Price Schedule
Forms 5 & 6	Pass/Fail	Forms 5 & 6
Technical Review Section 00200	Pass/Fail	Technical Review Section 00200
Addendum # 1, 2, 3	Pass/Fail	Addendum # 1, 2, 3
<b>Total</b>	<b>100 pts</b>	





# Scoring Summary

## Active Submissions

	Total	Qualification Forms A- M	Qualification review	Financial review Form N	Section 00200
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Chinchor Electric, Inc.	100 pts	Pass	Pass	Pass	Pass
Eau Gallie Electric, Inc	75.8 pts	Pass	Pass	Pass	Pass
J. Ranck Electric, Inc.	74.99 pts	Pass	Pass	Pass	Pass

	Pricing	Forms 5 & 6	Technical Review Section 00200	Addendum # 1, 2, 3
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail
Chinchor Electric, Inc.	100 pts (\$92,779.21)	Pass	Pass	Pass
Eau Gallie Electric, Inc	75.8 pts (\$122,400.00)	Pass	Pass	Pass



	Pricing	Forms 5 & 6	Technical Review Section 00200	Addendum # 1, 2, 3
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail
J. Ranck Electric, Inc.	74.99 pts (\$123,730.00)	Pass	Pass	Pass

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 05/21/2019

<b>Department</b>	Stormwater & Engineering	<b>Amount</b>	\$65,2000.00
<b>Item Key</b>		<b>Account</b>	#54029082-063000-82002
<b>Subject</b>	RESOLUTION 2019-XX APPROVING A WORK ORDER WITH JACOBS ENGINEERING GROUP, INC., FOR THE WASTE WATER TREATMENT PLANT NO.1, HEADWORKS BYPASS & DIFFUSED AIR IMPROVEMENTS PROJECT		
<b>Background :</b> <b>UPDATED BACKGROUND FROM THE MAY 14, 2019 WORKSHOP:</b> This item was scheduled to be heard at the May 14, 2019 Workshop, however that meeting was cancelled.			
<b>ORIGINAL BACKGROUND FROM THE MAY 14, 2019 WORKSHOP:</b> The City’s Waste Water Treatment Plant No. 1 (WWTP1), headworks system and oxidation ditches aeration system are being studied in order to determine future modifications needed to improve access for maintenance of the headworks components and to increase the efficiency and capacity of the oxidation ditches aeration system. An older, out of service headworks for the plant exists near the active headworks. As part of options for developing a permanent bypass system for influent raw sewage, the old headworks will be analyzed for modification and refurbishment to be used as a backup to the active headworks. This would allow important maintenance activities to be performed on the active system and provide for future expansion of the plant capacity. The mechanical equipment for the plant’s three (3) oxidation ditches is nearing the end of its useful life cycle and is expected to need replacement within the next couple of years. A study of alternative aeration methods and equipment will be needed to determine compatibility with the plant’s treatment processes and location constraints within the existing oxidation ditch concrete structures.			
Staff negotiated a scope of services with Jacobs Engineering Group, Inc., a continuing contract consultant for the City, to provide engineering preliminary design analysis and recommendations, for the Waste Water Treatment Plant No.1, Headworks Bypass & Diffused Air Improvements Project, for a lump-sum amount of \$65,200.00. Staff has reviewed the negotiated scope of services, man hour estimate, and proposed fee in accordance with the Competitive Consultants Negotiation Act (CCNA) and have determined that this scope, man hour estimate, and fee are consistent with similar projects and are fair and reasonable. Staff recommends retaining Jacobs Engineering Group, Inc. for this project. Funds for this project are budgeted in the Utility 5-Year Capital Plan.			
<b>SOURCE OF FUNDS WORKSHEET FY 19</b>			
Utility Capital Project –			
54029082-06300-82002			\$1,363,500.00
Total expenses/Encumbered to date			1,134,731.34
Pending Work Orders/Contracts			65,200.00
<b>Balance</b>			<b>\$163,568.66</b>
<b>Recommended Action :</b> Adopt Resolution 2019-XX approving a work order with Jacobs Engineering Group, Inc., in the			

lump-sum amount of \$65,200.00, for engineering consulting services for the Waste Water Treatment Plant No.1, Headworks Bypass & Diffused Air Improvements Project.

**RESOLUTION 2019-\_\_\_\_\_**  
**WASTEWATER TREATMENT PLANT 1**  
**HEADWORKS BYPASS & DIFFUSED AIR IMPROVEMENTS**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A WORK ORDER WITH JACOBS ENGINEERING GROUP, INC., FOR ENGINEERING SERVICES FOR THE WASTEWATER TREATMENT PLANT 1 HEADWORKS BYPASS & DIFFUSED AIR IMPROVEMENTS PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Jacobs Engineering Group, Inc., has expressed a desire to provide engineering services for the Wastewater Treatment Plant 1 Headworks Bypass Diffused Air project for the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires for Jacobs Engineering Group, Inc., to complete the above referenced services.

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

**SECTION 1. APPROVAL OF WORK ORDER.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the work order with Jacobs Engineering Group, Inc., as attached hereto and incorporated herein by reference as Exhibit "A."

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

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



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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 21st day of May 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit "A" – WO Proposal with Jacobs Engineering Group, Inc.

Approved as to form and legality

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

## PROPOSAL FOR UTILITY ENGINEERING SERVICES

---

**Owner:** Palm Coast

**To:** Alexander Blake, PE, City of Palm Coast

**From:** James J. Wallace, PE, Jacobs

**Date:** March 21, 2019

**Project:** Wastewater Treatment Plant #1  
Headworks Bypass & Diffused Air Improvements

---

### Background

This project is to provide an evaluation of the Palm Coast WWTP 1 Headworks and Aeration system. The intent is that this evaluation will develop the information necessary to prepare a detailed design scope for the improvements identified through this project.

Palm Coast has determined that the WWTP 1 Headworks coating requires rehabilitation. Palm Coast is planning to rehabilitate the coatings to address the current coating issues. However, longer term, Palm Coast would like the ability to bypass the headworks while still providing screening. This scope provides for Jacobs to evaluate the existing system and develop a conceptual plan for future headworks bypassing.

Concurrently with the Headworks evaluation, Jacobs will evaluate the aeration system at WWTP 1. Palm Coast plans to replace the current aeration system. Jacobs will evaluate equipment options and assess the impacts of improvements on future treatment at the WWTP.

### Scope of Work

This project is divided into the following tasks:

#### Task 1 – Project Management

This task includes the following items:

1. Developing the Project Work Plan
2. Conducting weekly team design coordination meetings
3. Providing monthly progress reports to Palm Coast
4. Project Closeout

#### Task 2 – Conceptual Headworks and Aeration Evaluation

Palm Coast has requested that Jacobs provided engineering services for the future bypassing of the WWTP #1 headworks. Jacobs and Palm Coast met on site to review the facilities and discuss the project

approach. Subsequently, Palm Coast provided As-built drawings of the WWTP #1 facilities. Jacobs has reviewed the drawings provided and found that although the existing headworks was provided with equipment redundancy, there is limited redundancy to the headworks structures themselves – the lack of redundancy in the structures limits the ease with which the headworks can be taken out of service for future rehabilitation of the basins and channels.

This task provides for two Jacobs engineers to review the drawings of Palm Coast's headworks. Following Jacobs review of the drawings, Jacobs will conduct a workshop with Palm Coast to review the various potential options for future rehabilitation of the headworks and aeration system. With a cursory review, there are multiple options for consideration, but with input from Palm Coast, several of these may be removed from consideration.

Key discussion topics for the workshop will be:

1. Capacity – understanding the current and future plant flows and unit capacities for the existing and old headworks.
2. Process Flow – updating the headworks portion of the process flow diagram to capture known bypass piping
3. Hydraulic considerations – the old headworks fed the old oxidation ditches. Consider the pipes and elevations between the old and new oxidation ditches for hydraulic constraints
4. Operational considerations
  - a. Understanding whether bypassing without screening is viable from an operational standpoint
  - b. Understanding what influent flow measurement options are available if the headworks parshall flume is out of service
5. Discussion of potential bypassing options
  - a. Bypass to treatment without screening
  - b. Bypass to treatment with temporary screening
  - c. Modifications to old headworks to provide bypass screening – this option would likely involve electrical upgrades as well. To limit the costs associated with this scope, we have not included evaluating the electrical requirements associated with this option. If through the course of this evaluation, this option appears promising, we can amend the scope to include the necessary electrical evaluation.
  - d. Construct a new headworks
6. Aeration System Improvements
  - a. Aeration demands for current and permitted flows and loads
  - b. Aeration equipment
    - i. Maintenance and performance issues with existing aerators
    - ii. Expectations for new equipment
    - iii. Potential limitations to aeration upgrade (sequencing, structural, electrical)
  - c. High level review of future conditions
    - i. Influent wastewater characteristics
    - ii. Expansions
    - iii. Process changes

Following the workshop, Jacobs will prepare a Technical Memorandum summarizing the findings and present up to three options for the headworks rehabilitation for Palm Coast. The Technical Memorandum will have the following sections:

1. Background
2. Workshop Summary
3. Options
4. Cost
5. Schedule
6. Permitting
7. Matrix Evaluation

## Schedule

Jacobs is prepared to begin this work immediately after receiving signed contract and a notice to proceed from Palm Coast. Our proposal is based on the following schedule:

Kickoff Meeting	2 weeks after receiving Notice to Proceed (NTP)*
Conceptual Workshop – HW & Aeration	6 weeks after NTP
HW & Aeration Technical Memorandum	1 month after Conceptual Workshop

\* Our Project Manager is not available for the Kickoff Meeting April 28-April 15.

## Deliverables

Technical Memorandum – HW & Aeration	Electronic (pdf)
--------------------------------------	------------------

## Meetings

Our proposal is based on the following meetings:

Conceptual Workshop – HW & Aeration	1
Technical Memorandum Review Meeting	1

## Owner Provided Information

Our proposal is based on Palm Coast providing the following information:

1. WWTP 1 As-built information
2. WWTP 1 Process data for the aeration evaluation.
3. Timely review and comment on all submittals to support the project schedule.

## Compensation

The compensation outlined below is in accordance with our Contract for Utility Engineering Services Dated May 16, 2014 (RFQ-PW-U-14-05) and signed extension on January 30, 2018 for expiration on May 15, 2019. This work will be performed on a lump sum basis.

The total anticipated cost for these services is Sixty-Five Thousand, Two Hundred dollars (\$65,200.00) as detailed in the summary table at the end of this scoping document.

## Assumptions

Our proposal is based on the following assumptions:

- Palm Coast is performing the work related to the current headworks coating rehabilitation.
- This proposal does not include evaluation of the various coating types and concrete rehabilitation approaches.
- If hazardous materials or contaminated soils or groundwater are found during the geotechnical investigation, subsurface utility investigation, or construction, additional testing, investigation, or remediation are not included in the cost proposal.
- We have prepared this scope based on replacing the existing aeration system with diffused aeration per the RFQ. However, during the workshop we would like to discuss how this fits with the future expansion or permit limits for the facility. If additional work is required to evaluate aeration as a function of future expansion or future permit limits, we will submit an additional scope request.
- If the Consultant shall be appointed as Owner's agent for the limited purpose of performing any bid or procurement services under the contract and Consultant shall have no liability associated with the services procured by Consultant on Owner's behalf. Such services shall be performed under Owner's direction and in accordance to such forms, terms and conditions, or modifications or revisions to same as Owner may in its sole discretion at any time instruct Consultant to use. All services shall be carried out in accordance with the procedures mutually agreed upon by Owner and Consultant.
- If the Consultant is called upon to observe the work of Owner's Construction Contractor(s) for the detection of defects or deficiencies in such work, Consultant will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of each of the Contractors since these are solely the Contractor's responsibility under contract for construction between Owner and Contractor.

-- End of Text --





# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 5/21/2019

<b>Department</b> Utility	<b>Amount</b> \$48,964.67
<b>Item Key</b>	<b>Account</b> 54029000-034000
<b>Subject</b> RESOLUTION 2019-XX APPROVING A CONTRACT WITH PELLA WINDOWS AND DOORS FOR THE REPLACEMENT OF WINDOWS AT 2 UTILITY DRIVE	
<b>UPDATED BACKGROUND FROM THE MAY 14, 2019 WORKSHOP:</b> This item was scheduled to be heard at the May 14, 2019 Workshop, however that meeting was cancelled.	
<b>ORIGINAL BACKGROUND FROM THE MAY 14, 2019 WORKSHOP:</b> The Utility Department windows in the building located at 2 Utility Drive are original to the building which is approximately 40 years old. Many of the windows are no longer operational and in addition, they are not energy efficient as they are single pane glass. The project will include replacing 61 windows with Energy Star rated windows with Low-E insulated double glass throughout the building.  While the utility office building is old, regular maintenance and equipment replacements over the years have ensured the building is still functional and serves the needs of the utility operations. There are no plans in the near future to replace the structure so ongoing maintenance is essential. The existing aluminum frame windows are single pane glass with roll-out awning sections. Most of the roll-out mechanisms no longer function causing security issues and in some cases leaks. Window tinting has been applied in the past to try to increase efficiency but is not as effective as thermal panes. Staff recommends replacing all of the old windows located in the 12,000 sf air-conditioned space.  The City advertised the project (RFQ-UT-19-49) and on March 28, 2019 received 2 bids that were deemed to be responsive and responsible bidders. The notice of Intent to Award and Project Bid Overview are attached.  City staff recommends award of the project to the low bidder, Pella Windows and Doors for \$44,513.34 to replace windows for the Utility Department located at 2 Utility Drive. Based on past experience with similar construction projects, staff is requesting a 10% contingency of \$4,451.33 also to be approved in case of unforeseen circumstances and/or unknown conditions, for a total project cost of \$48,964.67. Funds for this project are budgeted for in the FY 2019 Utility Capital Projects R&R funds.	
<b>SOURCE OF FUNDS WORKSHEET FY 2019-2020</b>	
<b>Utility Capital Project- 54029082-063000-85003</b>	<b>\$ 445,000.00</b>
Total Expenses/Encumbered to date	\$ 126,504.00
Pending Work Orders/Contracts	\$
Current Contract	\$ 48,964.67
<b>Balance</b>	<b>\$ 269,531.33</b>
<b>Recommended Action :</b> Adopt Resolution 2019-XX approving a contract with Pella Windows and Doors, in the amount of \$48,964.67, including the 10% contingency, for the replacement of windows at 2 Utility Drive.	

**RESOLUTION 2019 - \_\_\_\_**  
**2 UTILITY DRIVE**  
**WINDOW REPLACEMENT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA APPROVING A CONTRACT WITH PELLA WINDOWS AND DOORS, FOR THE REPLACEMENT OF WINDOWS AT 2 UTILITY DRIVE; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Pella Windows and Doors, has expressed a desire to replace the windows at 2 Utility Drive for the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires for Pella Windows and Doors to provide for the window replacement at 2 Utility Drive.

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

**SECTION 1. APPROVAL OF CONTRACT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the contract with Pella Windows and Doors for the replacement of windows at 2 Utility Drive, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast,  
Florida, on this 21st day of May 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

---

MILLISSA HOLLAND, MAYOR

---

VIRGINIA SMITH, CITY CLERK

Attachments: Exhibit "A" –Contract Pella Windows and Doors

Approved as to form and legality

---

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



Finance Department  
Budget & Procurement Office

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

## NOTICE OF INTENT TO AWARD

**Project:** RFQ-UT-19-49 - Utility Department Window Replacement

**Date:** 4/4/2019

**Appeal Deadline:** Appeals must be filed by 5:00 PM on 4/9/2019

Firm	Bid
<b>Pella Windows &amp; Doors</b> Jacksonville, FL	<b>\$44,513.34</b>
<b>Del Mar Window Solutions</b> St. Augustine, FL	<b>\$48,203.99</b>

The intent of the City of Palm Coast is to award RFQ-UT-19-49 to Pella Windows & Doors

*Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Central Service Division's Bid Protest procedures.*

*A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Administrative Services and Economic Development Director, Beau Falgout (bfaalgout@palmcoastgov.com) shall constitute a waiver of the protest proceedings.*







# RFQ-UT-19-49 - Utility Department Window Replacement

## Project Overview

Project Details	
Reference ID	RFQ-UT-19-49
Project Name	Utility Department Window Replacement
Project Owner	Kelly Downey
Project Type	RFQ
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Request for Quote (RFQ) is issued for the purpose of soliciting quotes from qualified vendors to install 61 new windows, including the removal and disposal of the existing aluminum windows.
Open Date	Mar 25, 2019 4:30 PM EDT
Intent to Bid Due	Apr 01, 2019 2:00 PM EDT
Close Date	Apr 01, 2019 2:00 PM EDT

Awarded Suppliers	Reason	Score
Pella Windows & Doors		100 pts

## Submissions

Supplier	Date Submitted	Name	Email
----------	----------------	------	-------



<b>Del Mar Window Solutions</b>	Mar 27, 2019 4:52 PM EDT	Seth Judd	sjudd@delmarwindowsolutions.com
<b>Pella Windows &amp; Doors</b>	Mar 29, 2019 2:41 PM EDT	Shawn Wiggins	wigginssm@pella.com

## Project Criteria

Criteria	Points	Description
References, Forms 1, 2, & 3	Pass/Fail	References, Forms 1, 2, & 3
Pricing	100 pts	Price Schedule
Technical Review	Pass/Fail	Technical Review
<b>Total</b>	<b>100 pts</b>	

## Scoring Summary

### Active Submissions

	Total	References, Forms 1, 2, & 3	Pricing	Technical Review
Supplier	/ 100 pts	Pass/Fail	/ 100 pts	Pass/Fail
Pella Windows & Doors	100 pts	Pass	100 pts (\$44,513.34)	Pass
Del Mar Window Solutions	92.34 pts	Pass	92.34 pts (\$48,203.99)	Pass

## City of Palm Coast, Florida Agenda Item

Agenda Date: 5/21/2019

<b>Department</b>	FINANCE	<b>Amount</b>
<b>Item Key</b>	6636	<b>Account</b>
<b>Subject</b>	RESOLUTION 2019-XX APPROVING THE FIFTH AMENDMENT TO INCREASE FUNDS FOR A FEDERALLY-FUNDED SUBGRANT AGREEMENT WITH FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT (FDEM) RELATING TO HURRICANE IRMA EXPENSES	
<b>Background :</b>  In October 2018, the Florida Department of Emergency Management, (FDEM), entered into an agreement with the City for reimbursement from Federal Emergency Management Agency (FEMA) relating to Hurricane Irma expenses. FDEM has agreed to increase the funds for the federally-funded subgrant agreement with FDEM for Hurricane Irma related expenses.  The City Council of the City of Palm Coast is now being requested to approve the terms and conditions of the fifth amendment to the federally-funded subgrant agreement with the Florida Department of Emergency Management.  <b>This amendment would increase the reimbursement funding by \$500,124.00 for a total of \$3,868,610.52.</b>		
<b>Recommended Action :</b> Adopt Resolution 2019-XX approving the fifth amendment to increase funds for a federally-funded subgrant agreement with Florida Department of Emergency Management (FDEM) relating to Hurricane Irma Expenses.		

**RESOLUTION 2019 - \_\_\_\_**  
**FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT**  
**HURRICANE IRMA EXPENSES**  
**MODIFICATIONS #Z0372 5**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING MODIFICATION #5 TO THE SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGER AND THE CITY OF PALM COAST RELATING TO HURRICANE IRMA EXPENSES; 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**, in October 2018, the Florida Department of Emergency Management, (FDEM), entered into an agreement with the City for reimbursement from Federal Emergency Management Agency (FEMA) relating to Hurricane Irma expenses; and

**WHEREAS**, FDEM has agreed to increase the funds for the federally-funded subgrant agreement with FDEM for Hurricane Irma related expenses.

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

**SECTION 1. APPROVAL OF THE AGREEMENTS.** The City Council of the City of Palm Coast hereby approves the terms and conditions of amendment 5 to the federally-funded subgrant agreement with the Florida Department of Emergency Management, as attached hereto and incorporated herein by reference as Exhibit "A".

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

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

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

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

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

**DULY PASSED** and approved by the City Council of the City of Palm Coast, Florida, on this 21<sup>st</sup> day of May 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

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

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

Attachments: Exhibit A-Amendment 5 to the Florida Department of Emergency Management Subgrant Agreement

Approved as to form and legality

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



**MODIFICATION # Z0372-5 TO SUBGRANT AGREEMENT  
BETWEEN THE DIVISION OF EMERGENCY  
MANAGEMENT AND  
Palm Coast, City of**

---

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Palm Coast, City of ("Sub-Recipient"), to modify Contract Number Z0372, which began on 9/04/2017 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a Subgrant to Sub-Recipient under the public assistance program of \$3,285,132.52 in funds; and,

WHEREAS, the Division and Sub-Recipient desire to modify the Agreement by increasing the Federal funding \$500,124.00 under the Agreement.

WHEREAS, the Division and the Sub-Recipient desire to modify the Scope of Work.

WHEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby amended to increase the Federal funding by \$500,124.00 and the State share by \$83,354.00 for the maximum amount payable under the Agreement to \$3,868,610.52.
2. The Scope of Work, Attachment A to the Agreement, is hereby modified as set forth in the 5th Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.
4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

**SUB-RECIPIENT:** Palm Coast, City of

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

Name and Title: \_\_\_\_\_

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

**DIVISION OF EMERGENCY MANAGEMENT**

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

Name and Title: **Jared Moskowitz, Director**

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

**Attachment A - 5th Revision**

**Budget and Project List**

**Budget:**

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

DR-4337			Sub-Recipient: Palm Coast, City of								
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
2522	B	EPM - On Going Pumping and Water Extraction	\$861,877.56	75.00%	\$143,646.26	12.50%	\$143,646.26	12.50%	\$1,149,170.08	9/04/2017	3/10/2018
3371	A	City Wide Debris Removal Activities 9/18/17 to	\$327,283.86	90.00%	\$18,182.44	5.00%	\$18,182.43	5.00%	\$363,648.73	9/04/2017	3/10/2018
3476	A	Debris Removal Activities 10/18/17 to 12/16/17	\$591,946.48	80.00%	\$73,993.31	10.00%	\$73,993.30	10.00%	\$739,933.07	9/04/2017	3/10/2018
3571	F	Wastewater utility damages and repairs	\$500,124.00	75.00%	\$83,354.00	12.50%	\$83,354.00	12.50%	\$666,832.00	9/04/2017	3/10/2019
4571	C	Road, Sign and Signal Repairs	\$21,360.48	75.00%	\$3,560.08	12.50%	\$3,560.08	12.50%	\$28,480.64	9/04/2017	3/10/2019
4559	A	Debris Removal from 12/17/2017 to 3/3/2018	\$9,450.62	75.00%	\$1,575.10	12.50%	\$1,575.10	12.50%	\$12,600.82	9/04/2017	3/10/2018
4735	A	Debris Removal Activities 9/4/17 to 9/17/17	\$108,460.84	75.00%	\$18,076.81	12.50%	\$18,076.80	12.50%	\$144,614.45	9/04/2017	3/10/2018
5101	B	EPM 0 to 30 days 9/4/17 to 10/3/17 100% Cost Sh	\$1,105,718.70	100.00%	\$0.00	0.00%	\$0.00	0.00%	\$1,105,718.70	9/04/2017	3/10/2018
Total:			\$3,526,222.52		\$342,388.00		\$342,387.97		\$4,210,998.49		

## City of Palm Coast, Florida Agenda Item

Agenda Date: 05/21/2019

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>		<b>Account</b>
<b>Subject</b>	CALENDAR/WORKSHEET	
<b>Background :</b>		
<b>Recommended Action :</b>		



## Meeting Calendar for 5/21/2019 through 6/30/2019

**5/21/2019 9:00 AM**

City Council  
City Hall

**5/23/2019 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

**5/28/2019 9:00 AM**

City Council Workshop  
City Hall

**6/4/2019 6:00 PM**

City Council  
City Hall

**6/5/2019 10:00 AM**

Code Enforcement Board  
City Hall

**6/11/2019 9:00 AM**

City Council Workshop  
City Hall

**6/12/2019 5:30 PM**

Citizens' Advisory Task Force  
City Hall

**6/18/2019 9:00 AM**

City Council  
City Hall





## Meeting Calendar for 5/21/2019 through 6/30/2019

**6/19/2019 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**6/25/2019 9:00 AM**

City Council Workshop  
City Hall

**6/27/2019 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

#	File #	Item	Title	Staff
			<b>Workshop 5/28/2019</b>	
1		Resolution	FIND Grant Waterway Clean-up	Bevan
2		Resolution	ESO Software	Burkhart/Forte
3		Resolution	Fire Protection Services	Conceicao
4		Resolution	DRMP for Engineering Related Drainage Improvements on Rymfire	Cote/Peel
5		Resolution	IA FC Lease Program radios and service agreement	Falgout
6		Resolution	IA FC Service Agreement	Falgout
7		Ordinance	WAWA - ROW lease - PC Parkway	Hoover
8		Resolution	Expansion of Innovation District	Newingham
9		Resolution	K-6/Weir Rehabilitation Design	Peel/Brennan
10		Resolution	Design services for E, F & R drainage improvements	Peel/Carmello
			<b>Business 6/04/2019</b>	
1		Resolution	FIND Grant Waterway Clean-up	Bevan
2		Resolution	ESO Software	Burkhart/Forte
3		Resolution	Fire Protection Services	Conceicao
4		Resolution	DRMP for Engineering Related Drainage Improvements on Rymfire	Cote/Peel
5		Resolution	IA FC Lease Program radios and service agreement	Falgout
6		Resolution	IA FC Service Agreement	Falgout
7		Presentation	Citizens Academy Graduation	Lane
8		Ordinance	WAWA - ROW lease - PC Parkway	Hoover
9		Ordinance 2nd	Matanzas Woods Retail Center – FLUM	Hoover
10		Ordinance 2nd	Matanzas Woods Retail Center – Rezoning	Hoover
11		Ordinance 1st	Palm Coast Park Convenience Store – Trace 18 & 20 Final Plat	Hoover
12		Resolution	K-6/Weir Rehabilitation Design	Peel/Brennan
13		Resolution	Design services for E, F & R drainage improvements	Peel/Carmello
14		Appointment	Ratify Volunteer Firefighter Pension Board 5th Member	Smith
15		Appointment	PLDRB alternate members	Smith
			<b>Workshop 6/11/2019</b>	
1		Presentation	Security Master Plan	Burkhart
2		Ordinance	Animal Control amendment	Grossman
			<b>Business 6/18/2019</b>	
1		Presentation	Florida Department of Health Updates	Gretchen Smith/DOH

<b>2</b>		Ordinance	Animal Control amendment	Grossman
			<b>Future</b>	
<b>1</b>		Resolution	Hydrotech Discfilter Capacity Upgrades (Wastewater Treatment Plant 1)	Adams/Ashburn
<b>2</b>		Resolution	IA Supplemental - OKR S	Adams/Flanagan
<b>3</b>		Resolution	Annual Fire Inspection Fees	Alves
<b>4</b>		Presentation	Budget-Property Tax and Other Revenue- 6/25	Alves/Williams
<b>5</b>		Presentation	Proposed General Fund and TRIM Rate 7/9	Alves/Williams
<b>6</b>		Resolution	Proposed Millage Rate 7/16	Alves/Williams
<b>7</b>		Presentation	Proposed Utility, Stormwater, IT & Bldg Funds 7/30	Alves/Williams
<b>8</b>		Presenation	5 yr CIP 8/13	Alves/Williams
<b>9</b>		Presentation	Proposed Budget for all remaining funds 8/13	Alves/Willaims
<b>10</b>		Presentation	Proposed Budget-all funds 8/27	Alves/Williams
<b>11</b>		Resolution	SAP adoption	Bevan
<b>12</b>		Presentation	SAP Evaluation 2	Bevan
<b>13</b>		Presentation	SAP Evaluation 3	Bevan
<b>14</b>		Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
<b>15</b>		Presentation	Council Priority Update 7/9	Bevan
<b>16</b>		Presentation	October 15 Council Priority Update Presentation	Bevan
<b>17</b>		Resolution	Blare Castle-WWTP 1 Forcemain Design/Construct	Blake/Kronenberg
<b>18</b>		Resolution	Pine Lakes Pkwy Forcemain and Lift Station Improvements	Blake/Kronenberg
<b>19</b>		Resolution	Equip 3 Wells and Raw Water Main, PH 3	Blake/Kronenberg
<b>20</b>		Resolution	Park Month Proc	Boyer
<b>21</b>		Resolution	K-6 Weir Rehabilitation Construction	Brennan
<b>22</b>		Resolution	Project Price is Right Incentive Agreement	Newingham