



City of Palm Coast

Agenda

CITY COUNCIL

AMENDED AGENDA

City Hall
160 Lake Avenue
Palm Coast, FL 32164
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.
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- > 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 OF THE CITY COUNCIL**
APRIL 16, 2019
APRIL 30, 2019

F. PROCLAMATIONS

- 2. PROCLAMATION - DRUG COURT MONTH**
- 3. PROCLAMATION - MAY 18TH KIDS TO PARKS DAY**
- 4. PROCLAMATION - NATIONAL WATER SAFETY MONTH**
- 5. PROCLAMATION - PUBLIC SERVICE RECOGNITION WEEK**

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**
- 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**

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**
- 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**

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

J. CONSENT

11. RESOLUTION 2019-XX APPROVING AN AGREEMENT FOR CONSENT TO VOLUNTARY ANNEXATION OF 90+/- ACRES OWNED BY JTL GRAND LANDINGS DEVELOPMENT, LLC
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
13. RESOLUTION 2019-XX AMENDING THE IT ENTERPRISE AND INTERNAL SERVICE FUND BUDGETS FOR FISCAL YEAR 2019
14. RESOLUTION 2019-XX APPROVING A WORK ORDER WITH CONNECT CONSULTING FOR THE REPLACEMENT OF SW-32
15. RESOLUTION 2019-XX APPROVING MASTER SERVICES AGREEMENTS FOR EMERGENCY CONSTRUCTION SERVICES
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

K. PUBLIC PARTICIPATION

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

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

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

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

O. ADJOURNMENT

17. CALENDAR/WORKSHEET

City of Palm Coast, Florida Agenda Item

Agenda Date :05/07/2019

Department	CITY CLERK	Amount
Item Key		Account
Subject	MINUTES OF THE CITY COUNCIL APRIL 16, 2019 APRIL 30, 2019	
Background :		
Recommended Action : Approve the Minutes of the City Council April 16, 2019 April 30, 2019		



City of Palm Coast Minutes CITY COUNCIL

City Hall
160 Lake Avenue
Palm Coast, FL 32164
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, April 16, 2019

9:00 AM

CITY HALL

City Staff

Matthew Morton, City Manager

William Reichmann, City Attorney

Virginia A. Smith, City Clerk

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A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

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

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.

George Mayo reported on Golfer tortoises and reported that City of Flagler Beach is considering a resolution for inspections of vacant lots to look for Gofer Tortoises. Mr. Mayo spoke of proposed changes to guidelines regarding legal notices being posted online only.

Katherine Rozanski spoke about the homeless situation and wanted the City of Palm Coast become more involved with the homeless camp behind the library. Mr. Neilebah asked for traffic calming devices on Florida Park Drive. He spoke to the homeless situation. He thought it should be a unified effort.

Mayor Holland responded to the citizens on their issues.

E. MINUTES

- 1. MINUTES OF THE CITY COUNCIL
APRIL 2, 2019 BUSINESS MEETING
APRIL 9, 2019 WORKSHOP MEETING**

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

F. PROCLAMATIONS

- 2. PROCLAMATION-MAY AS VOLUNTEER RECOGNITION MONTH**

Council Member Cuff presented the proclamation to representatives of Flagler Volunteer Services; Suzy Gamblain. She presented award to Palm Coast residents who worked over 1,000 hours.

- 3. PROCLAMATION NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK**

Council Member Branquinho presented the proclamation to Sheriff Staley and members of his telecommunication staff.

- 4. PROCLAMATION CHILD ABUSE PREVENTION MONTH**

Council Member Howell presented the proclamation to members of Department of Children and Families.

G. ORDINANCES SECOND READ

5. ORDINANCE - AMENDING CHAPTER 2, ARTICLE IV, VOLUNTEER FIREFIGHTER RETIREMENT FUND

O20190007

Attorney Reichmann read the title of the ordinance into the record.

Public Comment.

No Comments were received.

Pass

Motion made to approve by Council Member Branquinho 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. OTHER BUSINESS

6. APPOINT TWO MEMBERS TO THE VOLUNTEER FIREFIGHTERS' PENSION FUND BOARD

Ms. Settle gave a brief overview of the item. Tally Sheets were given to Council. Messrs. Brazzano and Esposito were reappointed by Council to serve on the Firefighters Pension Board.

Pass

Motion made to appoint Messrs. Brazzano and Esposito to the Board. by Council Member Howell, II and seconded by Mayor Holland

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

I. CONSENT

7. RESOLUTION 2019-XX APPROVING A MASTER SERVICE AGREEMENT WITH VERTEKS CONSULTING FOR THE CITY WIDE VOIP PHONE SYSTEM IMPROVEMENTS

R20190036

Pass

Motion made to approve by Council Member Cuff 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

8. RESOLUTION 2019-XX AUTHORIZING THE CITY MANAGER TO EXECUTE THE EAST FLAGLER MOSQUITO CONTROL DISTRICT LOW LEVEL FLIGHTS AUTHORIZATION

R20190037

Pass

Motion made to approve by Council Member Cuff 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. RESOLUTION 2019-XX APPROVING A MASTER SERVICES AGREEMENT WITH LAKE JEM FARMS FOR SOD MATERIALS AND SOD INSTALLATION FOR THE INDIAN TRAIL SPORTS COMPLEX

R20190038

Pass

Motion made to approve by Council Member Cuff 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

10. RESOLUTION 2019-XX APPROVING ONE-YEAR PRICE AGREEMENTS WITH ENVIRONMENTAL LAND SERVICES (ELS) AND LCD OF FLAGLER INC. FOR DEBRIS DISPOSAL SERVICES

R20190039

Pass

Motion made to approve by Council Member Cuff 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

J. PUBLIC PARTICIPATION

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

Steve Carr spoke of the quality of life. He spoke of matters on Florida Park Drive.

Ed Fuller thanked the Mayor for her speech at the State of the City. He spoke to the design of the children's park at the Community Center and how much his grandchild enjoys the park.

Commissioner Joe Mullins spoke of the County's plan to build a new Sheriff's Operations Center. He hoped the City will work with the County in placing the sherriff's office behind the library and also hoped the permitting process would be streamlined by the City.

The Mayor spoke of the upcoming presentation re: Florida Park Drive in the near future. She asked Mr. Morton to discuss with County Administrator can you speak to him about the proposed Sheriff's Operation Center.

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

Council Member Branquinho thanked Commissioner Mullins for the relationship with the County and added the City will do anything we can to help you.

CM Howell thanked Commissioner Mullins for his kind words. He spoke of issues with Waste Pro and felt if they cannot meet the requirements of the contract; then the City needs to look elsewhere. The citizens pay for a service and WastePro needs to deliver.

CM Howell was absent at the Workshop but he was not in agreement with moving forward with the creation of two new employees for FiberNet. He felt hiring additional staff may be premature. CM Howell thought it would be wiser for the City to hire an electrician or two.

Mayor Holland responded by acknowledging the issues with WastePro and asked Mr. Morton to reach out to WastePro regarding the complaints.

Mayor Holland asked Mr. Morton, when meeting with the County Administrator, to discuss joint planning agreements. The Council had spoke of the issues that go along with the joint planning agreements and wanted to ensure that it stays a part of an active discussion.

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

No report.

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

*Mr. Morton reported there is a meeting scheduled with WastePro next week.
He reminded all that tonight is Food Truck Tuesday in Town Center.*

N. ADJOURNMENT

*Motion by Mr. Branquinho to adjourn the meeting. The meeting adjourned at
10:09 am.*



**City of Palm Coast
Minutes
COUNCIL WORKSHOP**

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

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

Tuesday, April 30, 2019

9:00 AM

CITY HALL

City Staff

Matthew Morton, City Manager

William Reischmann, City Attorney

Virginia A. Smith, City Clerk

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A CALL TO ORDER

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

B PLEDGE OF ALLEGIANCE TO THE FLAG

C ROLL CALL

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

D PUBLIC PARTICIPATION

Jack Carrall asked about the low income housing in the area. He has heard the police and the teachers do not have a place to live. Where do they live now? He expressed his concerns re: low income housing and the type of clientele he expected the housing will attract. Mr. Carrall did not understand why the City did not have a Senior Center given the population of seniors in the area. Bill Shelly recognized Pete Roussell for the award received by the Water Department. He asked if Doug is being considered Fiber Optic Systems Operator. He also needed clarification regarding the Sunshine Law.

Mayor Holland explained the teachers' salary range, first responders' salary range. And reported the average rental rate. She reported that the Community Center has many programs for seniors. Mayor Holland explained she was not

aware if Doug will be considered for the Fiber Optic Business. She clarified to Mr. Shelly examples of the sunshine law.

PRESENTATIONS

1 PRESENTATION OF YEAR TO DATE BUDGET TO ACTUAL RESULTS FOR FISCAL YEAR 2019

Mr. Morton gave a brief overview of the item. Ms. Lina Williams and Ms. Helena Alves gave a presentation regarding the timeline of the budget. Topics discussed included: communication service tax; the decrease in the communication tax and the fuel tax due to wireless phones being the main phone line for many and fuel efficient cars; the pavement improvement program and the need for more funding in years ahead; impact fees and how they can be used; budgeting for the rate of delinquents; if there are enough permit techs for the number of permits.

2 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 gave a brief overview of the item. He wanted to make sure Council was aware that investments made now have a lifespan of seven years. Mr. Cote gave Council a presentation. Topics discussed included: the number of employees to be moved to the East Mosquito Control Building; percentage of employees in the field to administration employees; the cost associated with temporary structures; where the monitors for the traffic studies will be located; moving those monitors to the admin building; taking money from reserves to fund; Council asked staff to come back outlining the options of using reserve money; the plan committing to a more efficient use of employee time; moving stormwater to another site. Mr. Morton's understanding was for Staff to bring back with options for using the reserve. This item will be continued at a future meeting.

3 PRESENTATION RFS FIBERNET PUBLIC/PRIVATE PARTNERSHIP

Mr. Morton gave a brief overview of the item, Mayor Holland reviewed the history of fibernet as a City's public utility. Council discussed being a Smart City needing fibernet and whether a city should be running a business. Chuck Burkhart gave a presentation to Council.

CM Klufas was pleased that the City has used the RFS process. Attorney Reichmann reminded all not to contact the bidder.

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

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

5 PRESENTATION OF STREETLIGHT OWNERSHIP ANALYSIS

Mr. Morton gave an overview of the item. Messrs. Schrager and Gil Ramirez, LTG Engineering; gave a presentation to Council. Topics discussed included to

communicate to the residents the opportunity through FPL; criteria to get streetlights installed; using the FPL pole for other uses, offsetting the cost; the distance between poles 144 and 150 feet. This item will be continued at the next business meeting.

6 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

Mr. Morton gave a brief overview of the item. Mr. Papa provided a presentation to Council. The property is sandwiched in Grand Landings and once approved, it will become Grand Landings.

This item will be continued at the next Business Meeting.

WRITTEN ITEMS

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

Mr. Morton gave an overview of the item. This item will be continued at the next Business Meeting.

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

Mr. Morton gave an overview of the item. Carl Cote explained the resolution is for the roundabout at Matanzas Right of Way. This item will be continued at the next Business Meeting.

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

Mr. Morton gave an overview of the item. This item will be continued at the next Business Meeting.

10 RESOLUTION 2019-XX APPROVING MASTER SERVICES AGREEMENTS FOR EMERGENCY CONSTRUCTION SERVICES

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

11 RESOLUTION 2019-XX APPROVING THE THIRD AMENDMENT TO INCREASE FUNDS FOR A FEDERALLY-FUNDED SUBGRANT AGREEMENT WITH FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT (FDEM) RELATING TO HURRICANE IRMA EXPENSES

Mr. Morton gave a brief overview of the item. This item will be continued at the next business meeting.

G PUBLIC PARTICIPATION

Joseph Hempfling from New Mexico. He commended Council on moving forward with fiber optics.

Steve Carr spoke about FiberNet and was going to continue to listen to discussions. He felt it was a tough decision for Council.

Celia Pugliese spoke against public funds going toward FiberNet. She felt tax payer money should be funding a different amenity.

Mr. Neilebach spoke about streetlighting. And felt that the City is spending tax payer money on wants not needs. He made a recommendation for the Public Works Facility use a vacant Auto Dealership for their building.

H DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

VM Klufas reported the Pickleball Hammock Cup went off without a hitch and reported there have been a couple of issues with the pickleball courts at Holland Park.

Mayor Holland reported that the East Mosquito Control District has asked for a member of Council to fly with them during an inspection of the areas. CM Howell agreed to serve.

I DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

No report.

J DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

CM Morton reported on the meeting with Waste Pro. Chief Development Officer governance. Matanzas Golf has finally closed.

K ADJOURNMENT

VM Klufas motioned to adjourn. The meeting adjourned at 11:24 a.m.

Respectfully submitted,

*Kathleen E. Settle, CMC
Deputy City Clerk*

City of Palm Coast, Florida Agenda Item

Agenda Date: 05/07/2019

Department	CITY CLERK	Amount
Item Key		Account
Subject	PROCLAMATION - DRUG COURT MONTH	
Background: The Seventh Judicial Court of Florida requests that the City of Palm Coast proclaim May as Drug Court Month		
Recommended Action: Present proclamation recognizing May as Drug Court Month		



PROCLAMATION

WHEREAS, *drug courts are an effective tool for reducing substance abuse and crime in our criminal justice system; and*

WHEREAS, *for 30 years, drug courts have been restoring lives, reuniting families and making communities across the nation safe through more than 3,000 operational drug courts ; and*

WHEREAS, *drug courts facilitate community-wide partnerships, bringing together public safety and public health professionals in the fight against drug abuse and criminality; and*

WHEREAS, *research shows that drug courts are demonstratively effective and significantly improve substance-abuse treatment outcomes, substantially reduce drug abuse and crime, and do so at a lower cost than any other justice strategy; and*

WHEREAS, *Flagler County Adult Drug Court began in 2006 and 168 people have graduated from the program; and*

WHEREAS, *78 percent of Flagler County Adult Drug Court graduates had no new felony charges and 87 percent of graduates had no new drug charges; and*

WHEREAS, *the judges, attorneys, treatment and rehabilitation professionals, court personnel and others dedicated to drug courts and similar programs are healing families in this community; and*

WHEREAS, *the City Council of the City of Palm Coast recognizes the successful work of the practitioners and drug court participants to reduce the impact of drug abuse in our community.*

NOW, THEREFORE BE IT PROCLAIMED, that the City Council of the City of Palm Coast does hereby recognize May 2019 as:

“DRUG COURT MONTH”

and urges all citizens to recognize the significant contributions of drug courts and congratulate this year’s drug court graduates.

Signed this 7th day of May 2019.

ATTEST:

CITY OF PALM COAST

Virginia A. Smith, City Clerk

Milissa Holland, Mayor

City of Palm Coast, Florida Agenda Item

Agenda Date: 05/07/2019

Department	CITY CLERK	Amount
Item Key		Account
Subject	PROCLAMATION - MAY 18TH KIDS TO PARKS DAY	
Background :		
Recommended Action :	Proclaim May 18- 2019 as Kids to Parks Day	



PROCLAMATION

WHEREAS, May 18th, 2019, is the ninth Kids to Parks Day organized and launched by the National Park Trust, held annually on the third Saturday of May; and

WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit the beautiful parks in Palm Coast, around Florida and across the United States of America; and

WHEREAS, it is important to introduce a new generation to our nation's parks; and

WHEREAS, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes mellitus, hypertension and hypercholesterolemia; and

WHEREAS, Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and

WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and

WHEREAS, the City of Palm Coast offers recreation activities such as Stroller Buddies, Teen Mountain Biking, Munchkin Soccer, Our Neck of the Woods, and special events such as the Youth Fishing Derby, to encourage families to enjoy our parks.

NOW, THEREFORE, BE IT PROCLAIMED, by the Mayor and the City Council of the City of Palm Coast, Florida, May 18, 2019, as

"Kids to Parks Day"

Signed this 7th day of May 2019.

CITY OF PALM COAST, FLORIDA

Witnessed by:

Milissa Holland, Mayor

Virginia A. Smith, City Clerk

City of Palm Coast, Florida Agenda Item

Agenda Date :05/07/2019

Department Item Key		Amount Account
Subject PROCLAMATION – MAY NATIONAL WATER SAFETY MONTH		
Background :		
Recommended Action : Proclaim May as National Water Safety Month		



PROCLAMATION

WHEREAS, the City of Palm Coast recognizes the vital role that swimming and aquatic-related activities play in providing good physical and mental health and enhancing the quality of life for all people; and

WHEREAS, it is important to understand the essential role that education regarding Water Safety plays in preventing drowning and recreational water-related injuries; and

WHEREAS, the City of Palm Coast offers swim lessons, community outreach programs, private pool safety PSAs, and the Pool Safety Day event to educate the public and spread the practice of water safety; and

WHEREAS, the City of Palm Coast Parks & Recreation Department maintains First Aid/CPR/AED certifications for all staff, as well as, additional lifeguarding certifications for its aquatics employees; and

WHEREAS, we recognize the vital importance of communicating Water Safety rules and programs to families and individuals of all ages, whether owners of private pools, users of public swimming facilities, or visitors to beaches.

NOW, THEREFORE, BE IT PROCLAIMED, by the Mayor and the City Council of the City of Palm Coast, Florida, the month of May, as

"NATIONAL WATER SAFETY MONTH"

Signed this 7th day of May 2019.

CITY OF PALM COAST, FLORIDA

Witnessed by:

Milissa Holland, Mayor

Virginia A. Smith, City Clerk

City of Palm Coast, Florida Agenda Item

Agenda Date: 05/07/2019

Department	CITY CLERK	Amount
Item Key		Account
Subject	PROCLAMATION - PUBLIC SERVICE RECOGNITION WEEK	
Background: The City of Palm Coast would like to proclaim May 5, 2019 through May 11, 2019 as Public Service Recognition Week.		
Recommended Action: Present proclamation recognizing May 5, 2019 through May 11, 2019 as Public Service Recognition Week.		



PROCLAMATION

WHEREAS, Americans are served every single day by public servants at the Federal, State, County, and City levels. These unsung heroes do the work that keeps our nation working; and

WHEREAS, Public employees take not only jobs, but oaths; and

WHEREAS, Many public servants, including military personnel, police officers, firefighters, border patrol officers, embassy employees, health care professionals and others, risk their lives each day in service to the people of the United States and around the world; and

WHEREAS, Public Servants include teachers, doctors, nurses, train conductors, astronauts, safety inspectors, laborers, computer technicians, social workers, and countless other occupations. Day in and day out they provide with dignity and integrity the diverse services of their government demanded by the American people; and

WHEREAS, Without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Palm Coast does hereby recognize May 5, 2019 through May 11, 2019 as:

“PUBLIC SERVICE RECOGNITION WEEK”

All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels - Federal, State, County, and City.

Signed this 7th day of May 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

Milissa Holland, Mayor

Virginia A. Smith, City Clerk

City of Palm Coast, Florida

Agenda Item

Agenda Date: 5/07//2019

Department	PLANNING	Amount
Item Key	6076	Account
Subject	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	
Background: <u>UPDATE FROM THE MARCH 5, 2019 BUSINESS MEETING:</u> This item was heard by City Council on March 5, 2019. The proposed comprehensive plan was transmitted to the State Land Planning Agency (the Dept. of Economic Opportunity), as well as other state agencies for review and comment. The reviewing agencies did not provide any proposed changes or statements of concern regarding the proposed amendment.		
<u>ORIGINAL BACKGROUND FROM THE MARCH 5, 2019 CITY COUNCIL MEETING:</u> The proposed comprehensive plan amendment is for 89+/- acre area relates to the proposed annexation for Lighthouse Harbor LLC and PC Holdings. The application is for a large-scale Future Land Use Map (FLUM) amendment that will designate the subject property with the most equivalent City of Palm Coast designation. As specified in a Pre-annexation agreement with the land owner, the proposed amendment will recognize and protect the existing entitlements granted to the subject property. Currently, the subject property has a Flagler County FLUM designations of Mixed Use: High Intensity (66.9+/- acres), and Mixed Use: Low Intensity (22.3+/- acres). The amendment will change the designations to the most equivalent City of Palm Coast designation of Mixed Use. There is a companion zoning map amendment that will provide the parcel with a City of Palm Coast designation which recognizes the existing entitlements and development standards previously approved for the parcel. An analysis of the proposed amendment's impacts on public facilities and infrastructure indicates no significant increase in demand. 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. Finally, the proposed amendment is consistent with comprehensive plan policies regarding: <ul style="list-style-type: none">• Directing development where existing infrastructure is available,• Providing opportunities to diversify the housing stock in the City, and• Designating urban densities (1 d.u./acre) only in areas that have sufficient capacity for central sewer and water services.		
Neighborhood Meeting A neighborhood meeting was held on January 8, 2019 to provide an opportunity for neighboring		

property owners to receive information about the project. There were no comments provided.

Planning and Land Development Regulation Board Action

The Planning and Land Development Regulation Board held a public hearing on January 16, 2019 and recommended approval of the proposed amendment. There were no comments from the public.

Planning Staff recommends that the Planning and Land Development Regulation Board (PLDRB) recommend the transmittal of the Future Land Use Map Amendment to the State Land Planning Agency.

Recommended Action: adopt 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

ORDINANCE 2019-_____
MARINA VILLAGE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE CITY OF PALM COAST 2035 COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED, PURSUANT TO SECTION 163, FLORIDA STATUTES; AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION FOR 89+/- ACRES OF CERTAIN REAL PROPERTY FROM FLAGLER COUNTY FUTURE LAND USE MAP DESIGNATIONS OF MIXED USE: HIGH INTENSITY, AND MIXED USE: LOW-INTENSITY TO CITY OF PALM COAST DESIGNATIONS OF MIXED USE, AS DESCRIBED IN MORE DETAIL IN THE LEGAL DESCRIPTION WHICH IS AN EXHIBIT TO THIS ORDINANCE; 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 is desirous of amending the future land use designation of property located within the City from Flagler County Designations OF Mixed Use: High Intensity, and Mixed Use: Low Intensity to City of Palm Coast designation of Mixed Use; 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 comprehensive plan amendment at a public hearing on January 16, 2019 and voted to recommend approval of the proposed Comprehensive Plan Amendment; and

WHEREAS, on _____ 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 amendment; 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.

(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 89+/- acres subject area, generally located 1.3 miles north of State Road 100 on the westside and eastside of Colbert Lane, as depicted and legally described in "Exhibit A", attached hereto, is hereby amended from Flagler County Designations of Mixed Use: High Intensity, and Mixed Use: Low Intensity to City of Palm Coast designation of Mixed Use, as depicted in "Exhibit B".

SECTION 3. CONFLICTS.

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

SECTION 4. 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 Cost 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 5. 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 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 5th day of March 2019.

ADOPTED on second reading after due public notice and hearing the 7th day of March 2019.

ATTEST:

CITY OF PALM COAST, FLORIDA

Virginia Smith, City Clerk

Milissa Holland, Mayor

Approved As To Form And Legality:

William E. Reischmann, Jr., Esq.

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PARCEL 518 RECORDED IN OFFICIAL RECORDS BOOK 553, PAGES 1 539, THROUGH 18 40, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID PARCEL LYING WITHIN GOVERNMENT SECTION 3, TOWN SHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BE ING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF SAID GOVERNMENT SECTION 3; THENCE NORTH 01' 13 '06" WEST ALONG THE EAST LINE OF SECTION 3 A DISTANCE OF 2432.11 FEET; THENCE DEPARTING SAID EAST LINE OF SECTION 3 SOUTH 88'46'54" WEST A DISTANCE OF 179.48 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 62'22'17" WEST A DISTANCE OF 143.71 FEET; THENCE NORTH 44'03'30" EAST A DISTANCE OF 1 45.36 FEET; THENCE NORTH 19'26'24" WEST A DISTANCE OF 261.31 FEET; THENCE NORTH 45'29'28" WEST A DISTANCE OF 718.28 FEET; THENCE NORTH 12'43'31" WEST A DISTANCE OF 300.18 FEET; THENCE NORTH 57'42'47" WEST A DISTANCE OF 283.53 FEET; THENCE NORTH 29'15'12" EAST A DISTANCE OF 219.88 FEET; THENCE NORTH 44'29'22" EAST ALONG THE BOUNDARY LINE OF PARCEL 518 A DISTANCE OF 660.73 FEET; THENCE DEPARTING SAID BOUNDARY LINE SOUTH 59'50'46" EAST A DISTANCE OF 566.40 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COLBERT LANE SAID POINT BEING ON A CURVE; THENCE SOUTHERLY 633.16 FEET, ALONG THE ARC OF SAID CURVE TO THE RIGHT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 04'49'29", A RADIUS OF 7519.00 FEET, A CHORD BEARING OF SOUTH 00'20'37" WEST AND A CHORD DISTANCE OF 632.97 FEET; THENCE NORTH 86'56'05" WEST ALONG THE BOUNDARY OF A STORM WATER RETENTION SITE FOR COLBERT LANE, A DISTANCE OF 193.44 FEET TO A POINT OF CURVATURE, CONCAVE SOUTH EASTERLY; THENCE WESTERLY A DISTANCE OF 119.32 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 89'43'16", A RADIUS OF 76.20 FEET, A CHORD BEARING OF SOUTH 48'12'17" WEST AND A CHORD DISTANCE OF 107.50 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE WESTERLY; THENCE SOUTHERLY A DISTANCE OF 322.05 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02'32'58", A RADIUS OF 7237.80 FEET, A CHORD BEARING OF SOUTH 04'37'08" WEST AND A CHORD DISTANCE OF 322.02 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHEASTERLY; THENCE SOUTHERLY A DISTANCE OF 119.32, FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 89'43'16", A RADIUS OF 76.20 FEET, A CHORD BEARING OF SOUTH 38'58'01" EAST AND A CHORD DISTANCE OF 107.50 FEET TO A POINT OF TANGENCY, THENCE SOUTH 83'49'39" EAST A DISTANCE OF 204.98 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF COLBERT LANE, SAID POINT BEING ON A CURVE, CONCAVE WESTERLY; THENCE SOUTHERLY A DISTANCE OF 122.07 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00'55'49", A RADIUS

OF 7519.00 FEET, A CHORD BEARING OF SOUTH 06°56'49" WEST AND A CHORD DISTANCE OF 122.07 FEET TO A POINT OF TANGENCY; THENCE SOUTH 08°11'55" WEST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID COLBERT LANE A DISTANCE OF 508.26 FEET TO THE POINT OF BEGINNING.

ALSO

LOTS 1, 2, 3, 4, 5, 11, 12, 13, 14, 15, 16 AND 17, TOGETHER WITH PART OF LOT 6 AND VACATED DOCKSIDE DRIVE, PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE 1, AS RECORDED IN MAP BOOK 29, PAGES 33 AND 34, AS PARTIALLY VACATED BY OFFICIAL RECORDS BOOK 12 03 PAGE 170, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PART OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 31, EAST OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF PALM COAST PLANTATION PUD UNIT 2, AS RECORDED IN MAP BOOK 33, PAGES 54-61 OF SAID PUBLIC RECORDS SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE (A 200.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 18°24'09" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1,040.94 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 7,734.00 FEET; THENCE SOUTHERLY, ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1,415.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°09'29" EAST AND A CHORD DISTANCE 1,413.86 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 89°10'59" EAST, A DISTANCE OF 1,717.09 FEET; THENCE SOUTH 25°14'03" EAST, A DISTANCE OF 156.53 FEET; THENCE SOUTH 00°16'47" EAST, A DISTANCE OF 98.64 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE LEHIGH CANAL; THENCE SOUTH 00°16'47" EAST, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 82.17 FEET; THENCE SOUTH 20°18'43" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 105.38 FEET; THENCE NORTH 89°59'40" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 77.21 FEET; THENCE NORTH 78°58'54" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 46.21 FEET; THENCE NORTH 00°32'52" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 30.02 FEET; THENCE NORTH 89°11'31" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 135.05 FEET; THENCE DEPARTING SAID MEAN HIGH WATER LINE SOUTH 00°24'21" EAST, A DISTANCE OF 198.17 FEET; THENCE SOUTH 59°02'59" WEST, A DISTANCE 227.35 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE 1; THENCE SOUTH 00°46'14" EAST, ALONG THE EASTERLY LINE OF SAID LOTS 1, 2 AND 3, A DISTANCE OF 776.70

FEET; THENCE SOUTH 46°38'27"EAST A DISTANCE OF 161.39 FEET TO A POINT ON THE NORTHERLY LINE OF THE SEA RAY INDUSTRIES ENTRANCE DRIVE, ALSO BEING A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHWESTERLY, ALONG SAID DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 107.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 38°28'46" WEST AND A CHORD DISTANCE OF 107.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 33°35'53" WEST, CONTINUING ALONG SAID DRIVE, A DISTANCE OF 256.96 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 620.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 364.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°21'19" WEST AND A CHORD DISTANCE OF 359.59 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 67°35'40" WEST AND A CHORD DISTANCE OF 35.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ROBERTS ROAD, A VARIABLE RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE NORTH 22°24'07" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 76.08 FEET TO THE POINT OF CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1063.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1209.125 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°09'16" WEST, AND A CHORD DISTANCE OF 1144.99 FEET; THENCE NORTH 87°44'26" WEST, A DISTANCE OF 407.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 50.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 43°04'18" WEST, AND A CHORD DISTANCE OF 70.30 FEET TO A POINT OF REVERSE CURVATURE SAID CURVE HAVING A RADIUS OF 7734.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1283.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°09'30" WEST, AND A CHORD DISTANCE OF 1282.32 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH TERMS, CONDITIONS AND EASEMENT SET FORTH IN EASEMENT AGREEMENT (ACCESS) BY AND BETWEEN FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION AND FLAGLER MARINE CENTER, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY RECORDED IN BOOK 770, PAGE 1495.

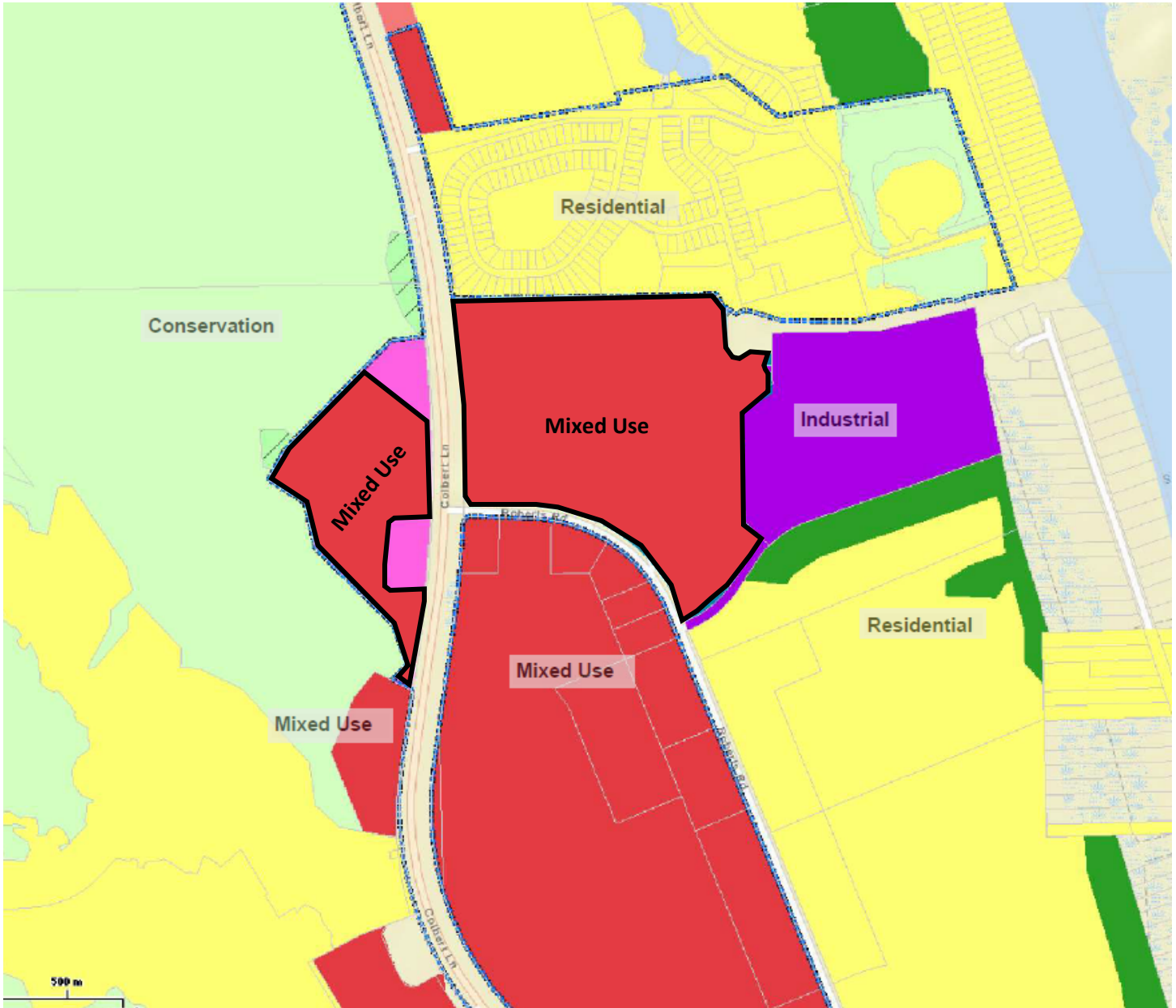
TOGETHER WITH TERMS AND CONDITIONS SET FORTH IN THE NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT BY THE SCHOOL BOARD OF FLAGLER COUNTY FOR THE BENEFIT OF FLAGLER MARINE

CENTER, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED IN
BOOK 1166, PAGE 1002, OF THE PUBLIC RECORDS OF FLAGLER COUNTY,
FLORIDA

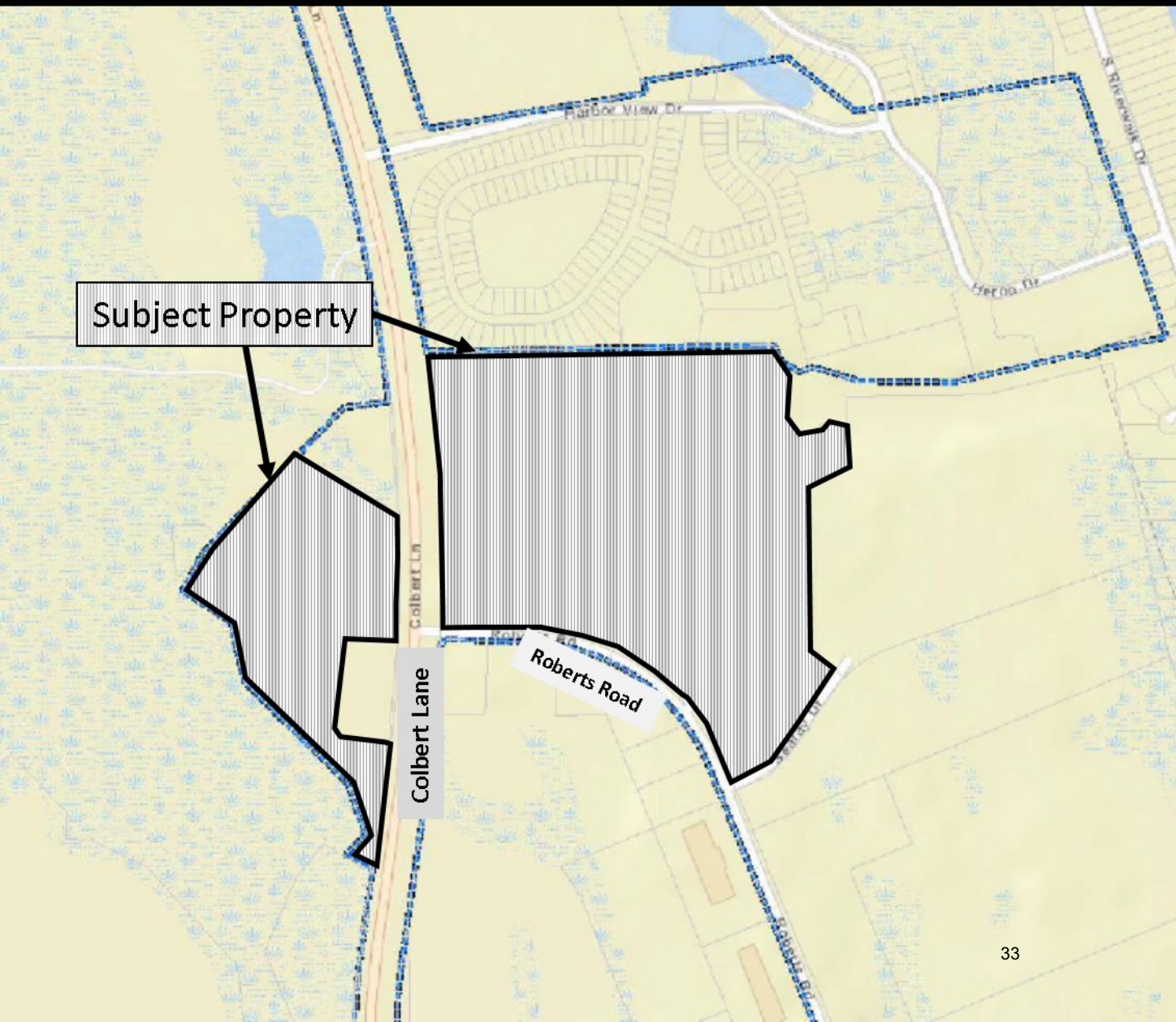
AND

TOGETHER WITH AN EASEMENT RESERVED IN THAT CERTAIN WARRANTY
DEED RECORDED IN BOOK 1646, PAGE 89 OF THE PUBLIC RECORDS OF
FLAGLER COUNTY, FLORIDA.

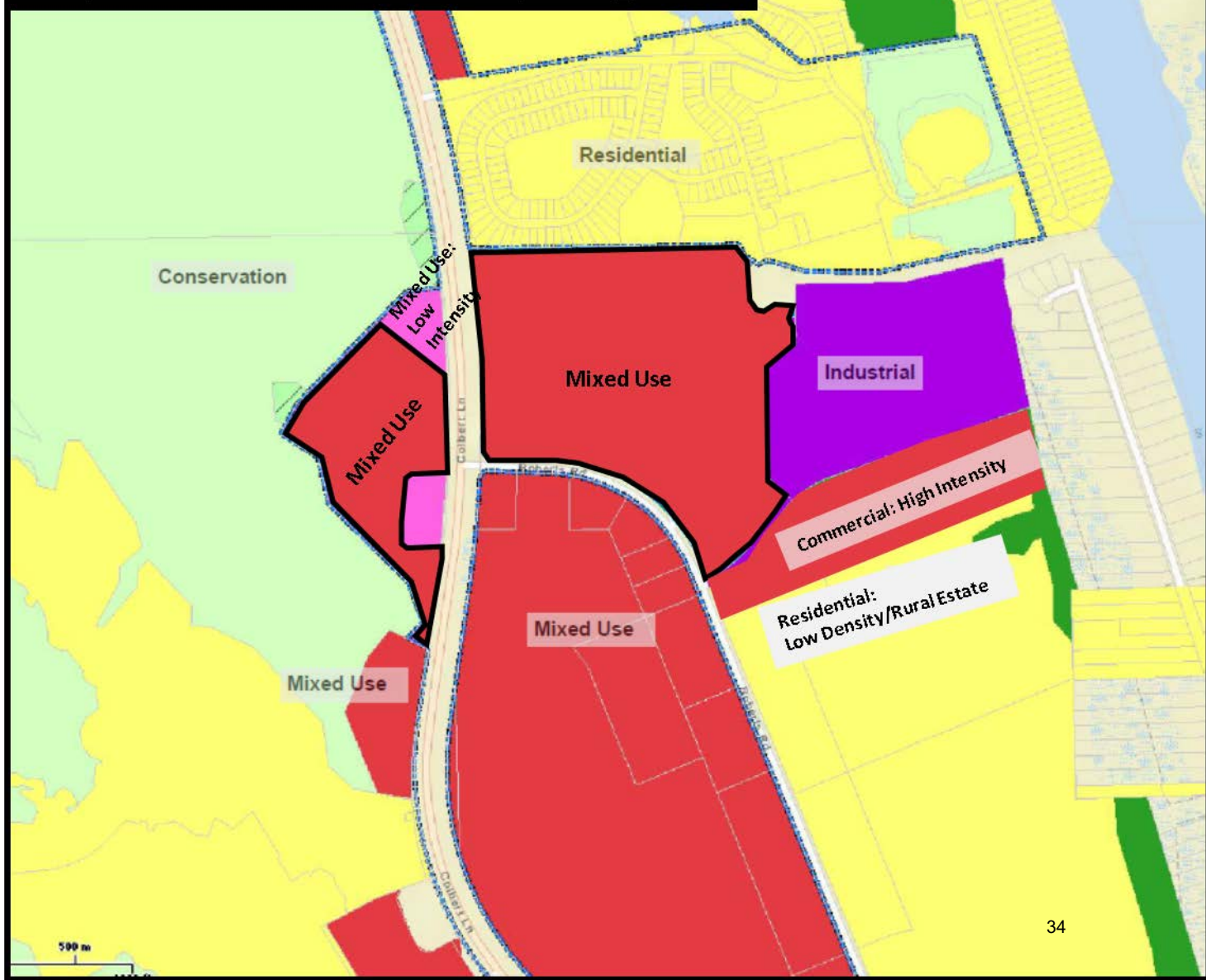
EXHIBIT B
Proposed Future Land Use Map Designation



Location Map



Proposed Future Land Use Map Designation





**COMMUNITY DEVELOPMENT DEPARTMENT
CITY COUNCIL STAFF REPORT
February 6, 2019**

OVERVIEW

Case Number: 3823

Applicant: Lighthouse Harbor, LLC

Size of subject property: 89+/- acres

Property Description/Location: An approximately 89 acre area located 1.3 miles north of State Road 100 on the eastside and westside of Colbert Lane

Property Owner(s): Lighthouse Harbor, LLC

Real Estate ID #: 02-12-31-0000-01010-0040, 02-12-31-0000-01010-0043, 02-12-31-0000-01010-0044, 02-12-31-0000-01010-0060, 02-12-31-0000-01010-0080, 02-12-31-0000-01010-0100, 02-12-31-0000-01010-0170, 02-12-31-4938-00000-0002, 02-12-31-4938-00000-0003, 02-12-31-4938-00000-0010, 02-12-31-4938-00000-0020, 02-12-31-4938-00000-0030, 02-12-31-4938-00000-0040, 02-12-31-4938-00000-0050, 02-12-31-4938-00000-0060, 02-12-31-4938-00000-0110, 02-12-31-4938-00000-0120, 02-12-31-4938-00000-0130, 02-12-31-4938-00000-0170, 03-12-31-0000-01010-0031

Current FLUM Designation: Mixed Use High Intensity (66.9+/- acres), Mixed Use Low Intensity (22.3 +/- acres) – Flagler County designations

Current Zoning Designation: Planned Unit Development (PUD) – Flagler County designation

Current Use: Vacant

Requested Action: Large-scale Future Land Use Map (FLUM) amendment for an approximately 89 acre parcel from current Flagler County designations to City of Palm Coast designations.

There is a companion zoning map amendment that will designate the zoning on the parcels to an equivalent City of Palm Coast Master Planned Development Agreement.

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

ANALYSIS

BACKGROUND

The application is for an 89+/- acre parcel which is in the process of being annexed into the City. The proposed large-scale Future Land Use Map (FLUM) amendment will designate the subject parcels with the equivalent City of Palm Coast designation. As specified in a Pre-annexation agreement with the land owner, the proposed amendment will recognize the existing entitlements granted to the subject property.

Currently, the subject area has Flagler County FLUM designations of Mixed Use High Intensity (66.9+/- acres), and Mixed Use Low Intensity (22.3 +/- acres). The proposed amendment will amend the Flagler County designations to the most equivalent City of Palm Coast designations of Mixed Use. There is a companion zoning map amendment that will provide the parcel with a City of Palm Coast designation and a Master Planned Development Agreement which recognizes the existing entitlements and development standards previously approved for the parcel.

Neighborhood Meeting

A neighborhood meeting was held on January 8, 2019 to provide an opportunity for neighboring property owners to receive information about the project.

Planning and Land Development Regulation Board Meeting

The Planning and Land Development Regulation Board held a public hearing on January 16, 2019 and recommended approval of the proposed amendment. There were no comments from the public.

DENSITY/INTENSITY AND POPULATION

Note: The analysis for comprehensive plan map amendments take into consideration the maximum development potential including any policy limiting development under the current and proposed land use category and represent the theoretical maximum development potential within the land use category. The analysis for the proposed amendment assumes that under the proposed City of Palm Coast designation 50% of development potential will be used for residential use and the remaining 50% of development potential for non-residential use.

Currently, the 89+/- acre subject area currently has Flagler County FLUM designations of Mixed Use High Intensity (66.9+/- acres), and Mixed Use Low Intensity (22.3 +/- acres). The proposed amendment will amend the Flagler County designations to City of Palm Coast designations of Mixed Use.

As shown in Table 1, the proposed amendment will have a potential net decrease of 156 dwelling units and 291,416 sq. ft. of non-residential uses. The decrease in development potential is due to City LDC which does not allow the use of the same acreage for the calculation of residential and non-residential use (i.e. if a parcel proposes to develop 50% of the maximum density, then, only 50% of the maximum allowable sq. ft. may be developed). Therefore, the calculation provided shows an assumed split of 50/50 between the maximum density/intensity allowed for the proposed FLUM designation (Mixed Use). This is in contrast to the current FLUM which allows **both** the maximum density/intensity.

TABLE 1 - FLUM DESIGNATION MAXIMUM DENSITY/INTENSITY ALLOWED (RESIDENTIAL USE)					
		# of Acres	Maximum Density (DU/Acre)	Maximum # of units ⁽¹⁾ , (2)	Population (2.4 persons/dwel ling unit)
Proposed FLUM:	Mixed Use	89.2	15.00	669	1,606
Current FLUM:	Mixed Use: High Intensity	66.9	10.00	669	1,606
Flagler County Designation	Mixed Use: Low Intensity	22.3	7.00	156	375
		Subtotal		825	1,980
NET CHANGE				-156	-375
Footnotes:					
⁽¹⁾ Max. # of units = # of Acres X Maximum Density					
⁽²⁾ Development is assumed to be a 50/50 split between maximum residential and maximum non-residential use.					

TABLE 1A - FLUM DESIGNATION MAXIMUM DENSITY/INTENSITY ALLOWED (NON-RESIDENTIAL USE)			
		# of Acres	Maximum FAR ⁽¹⁾ Maximum Sq. Ft. ^{(1), (2)}
Proposed FLUM:	Mixed Use	89.2	0.55 1068527
Current FLUM:	Mixed Use: High Intensity	66.9	0.40 1165666
Flagler County Designation	Mixed Use: Low Intensity	22.3	0.20 194278
	Subtotal		1359943
NET CHANGE			-291416
Footnotes:			
⁽¹⁾ Max Sq. Ft. = # of Acres X Max. FAR X 43560 sq.ft/acre			
⁽²⁾ Development is assumed to be a 50/50 split between maximum residential and maximum non-residential use.			

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

Objective 1.1.3-Evaluation of Amendments to the FLUM

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

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

- A. Existing and future capacity of roadways based on functional classifications and best available data for traffic modeling. For the purposes of evaluating capacity, roadway improvements programmed in the FDOT 5-year Work Plan or listed in either the City or the County 5-year Capital Improvement Program shall be considered.

- B. Large-scale, high-intensity commercial projects shall be concentrated at intersections of the following arterials*
- C. Existing and future availability and capacity of central utility systems.*
- D. Availability and capacity of receiving watercourses and drainage systems to convey design storm events.*

PUBLIC FACILITIES CAPACITY/IMPACT ANALYSIS

As previously stated the intent of the comprehensive plan amendment is to provide a City of Palm Coast designation for the subject property while recognizing the existing entitlements. Based on an analysis of the development potential under the existing and proposed FLUM. The analysis shows a decrease in the demand on public facilities and services. The analysis provided in this section is a capacity analysis. At the time of site plan review or during the platting process, a more in-depth analysis of the public infrastructure needed to serve the proposed project is conducted. It should be noted that preliminary review of the proposed development has been conducted by the City of Palm Coast Utilities Department.

The results of the net impact analysis are shown on Table 2, and are summarized below:

Transportation

The proposed FLUM amendment will result in a net decrease of 919 peak hour trips.

Potable Water

The proposed FLUM amendment will result in a net decrease in demand for potable water of 96,371 gallons/day.

Wastewater

The proposed FLUM amendment will result in a net decrease in demand for sanitary sewer treatment of 59,862 gallons/day.

Solid Waste

The proposed FLUM amendment will result in a net decrease of 3,226 lbs./day of solid waste. This calculation is based on residential use only. Non-residential uses independently contract with individual providers for solid waste service.

Public Recreation and Open Space

The proposed FLUM amendment will result in a net decrease in demand of 3.0 acres of park facilities.

Public Schools

The proposed FLUM amendment will result in a net decrease in demand of 38 student stations.

Stormwater

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

Table 2 Public Facilities Impact Analysis

Density/Intensity ⁽¹⁾	# of Units or Sq. ft.	Transportation (PHT) ⁽²⁾	Potable Water (GPD) ⁽³⁾	Sanitary Sewer (GPD) ⁽⁴⁾	Solid Waste (lbs./capita/day) ⁽⁵⁾	Recreation and Parks (8 acres/1000 pop.) ⁽⁶⁾	Public Education (students) ⁽⁷⁾	Stormwater Drainage ⁽⁸⁾
Proposed FLUM designation*								
Mixed Use 89.2 acres (15 d.u./acre) = 1330 dwelling units/2	669	676	200,700.0	131,659.2	13,824.2	12.8	163	N/A
Mixed Use (89.2 acres @ .55 FAR) = 2,125,074 sq. ft./2 =	1,068,527	4,231	181,649.6	106,852.7	0.0	0.0	0	N/A
(minus) 34% pass-by trips for shopping center		1,439						
Total		3468	382350	238512	13824	13	163	N/A
Current FLUM designation								
Mixed Use-High Intensity (66.9 ac.)								
66.9 acres @ 10 units/acre = 664 d.u.	669	676	200,700.0	131,659.2	13,824.2	12.8	163	N/A
66.9 acres @ .4 FAR = 1,156,953 sq. ft.	1165665.6	4,616	198,163.2	116,566.6	0.0	0.0	0	N/A
(minus) 34% pass-by trips for shopping center		1,569						
Sub-total		3,722	398,863	248,226	13,824	13	163	
Mixed Use-Low Intensity (22.34 acres)								
22.3 acres @ 7 units/acre = 156	156	158	46,830.0	30,720.5	3,225.7	3.0	38	N/A
22.3 acres @ .2 FAR = 578,476.8	194277.6	769	33,027.2	19,427.8	0.0	0.0	0	N/A
(minus) 34% pass-by trips for shopping center		262						
Sub-total		665	79,857	50,148	3,226	3	38	
Total		4388	478720	298374	17050	16	201	
Net Change		-919	-96,371	-59,862	-3,226	-3	-38	N/A

*Maximum Development assumes a 50/50 split between maximum residential and maximum non-residential development.

Footnotes:

⁽¹⁾ Calculation of Density: Lot Size (acre)*# of units/acre.

⁽¹⁾ Calculation of Intensity: Lot Size (acre)*FAR*43560.

⁽²⁾ Transportation: Residential PM Peak Hour Trips (PHT), Residential Development: = # of units*1.01 PM-PHT

⁽²⁾ Transportation: Non-residential PM Peak Hour Trips (PHT), Industrial Use = ITE Code 820: Shopping Center = 3.96/1000 sq. ft. based on equation in ITE Manual, 9th Edition (minus 34% for pass-by trips)

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

⁽³⁾ Potable Water: Commercial = 17 gpd/100 sq. ft.

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

⁽⁴⁾ Wastewater: Commercial = 10 gpd/100 sq. ft.

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

⁽⁵⁾ Solid Waste: No Level of Service Requirement for Non-residential

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

⁽⁶⁾ Recreation and Parks = No LOS Requirement for Non-residential

⁽⁷⁾ Public Education Residential: = Based on multiplier provided by Flagler County School District. See Table 3.

⁽⁷⁾ Public Education Non-Residential = No LOS Requirement for Non-residential

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

ENVIRONMENTAL/CULTURAL RESOURCES ANALYSIS

Objective 1.1.3-Evaluation of Amendments to the FLUM

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

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

- 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.

Analysis: The proposed comprehensive plan amendment does not cause additional environmental/cultural impacts on the subject property. The proposed amendment does not change the developable areas already identified by the existing FLUM designations.

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: Mixed Use

East: Industrial (Flagler County)

West: Conservation (City of Palm Coast) – Graham Swamp Preservation Area

Surrounding Zoning Designation:

North: Master Planned Development

South: Master Planned Development

East: Industrial (Flagler County)

West: Preservation (City of Palm Coast)

Surrounding Property Existing Uses:

North: Vacant – Marina Del Palma MPD (Mixed Use Development)

South: Vacant – Colbert Preserve/Roberts Pointe MPD (Mixed Use development)

East: former Sea Ray boat factory

West: Preservation area – Graham Swamp Preservation Area

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

CONSISTENCY WITH COMPREHENSIVE PLAN

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

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

Analysis: The proposed amendments are consistent with Policy 1.3.1.1, the public facilities impacts can be accommodated by the existing infrastructure capacity. Additionally, the proposed FLUM designation does not add to the demand for services compared to the current FLUM designation. The need to extend water or wastewater mains to the facility will be the responsibility of the developer/property owner.

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

Analysis: The proposed amendment is consistent with Policy 1.4.2.1. The proposed FLUM designation of Mixed Use will allow a range of uses on the subject parcel. In addition to potential residential uses on the property, the subject parcel may also accommodate services for future residents.

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 Mixed Use 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 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.

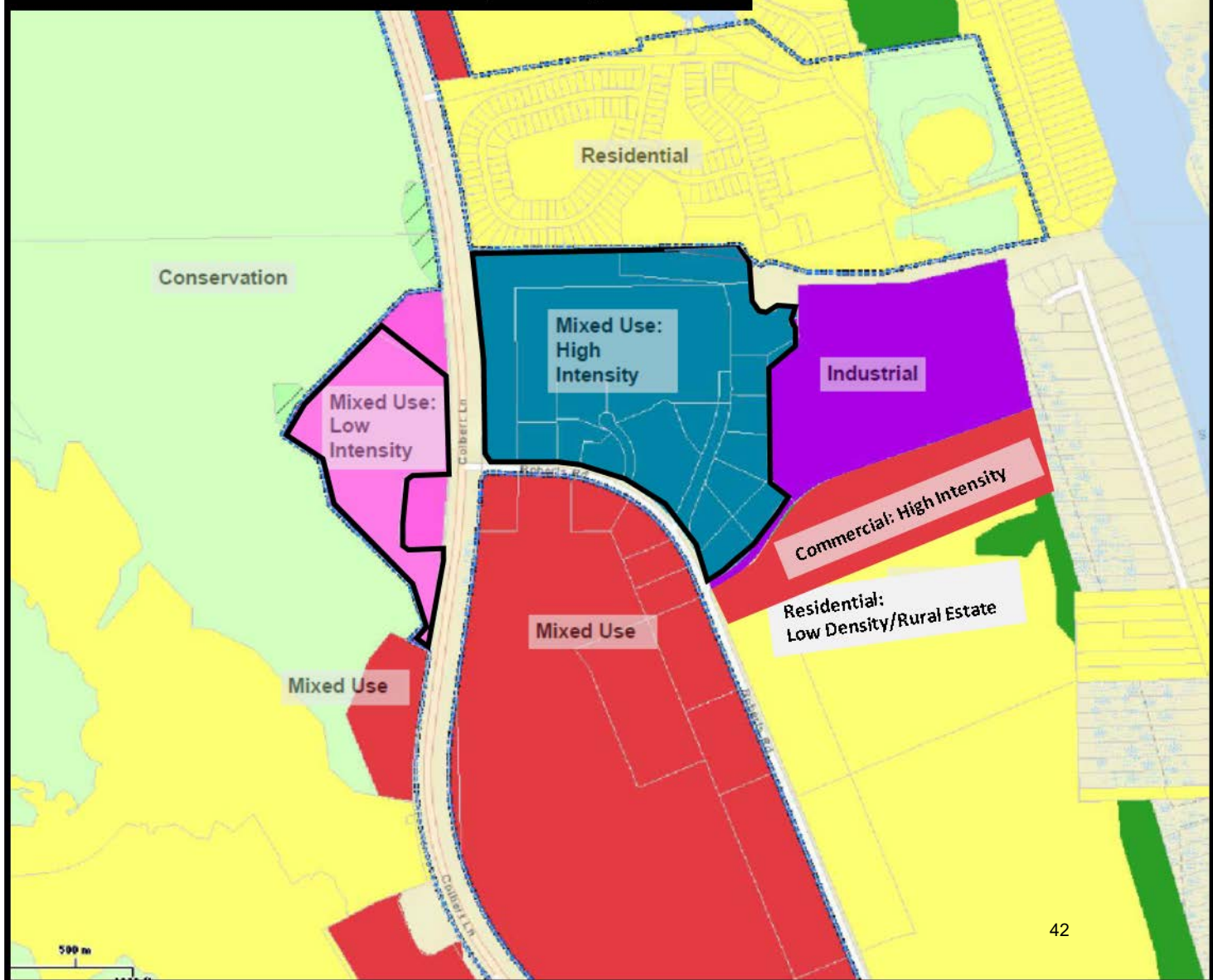
Policy 5.2.2.3 – The City shall designate urban densities or intensities on the Future Land Use Map only in areas that have sufficient existing or planned capacity for sanitary sewer facilities and where connection is available as set forth in State law and City regulations. The City shall minimize the 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 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.

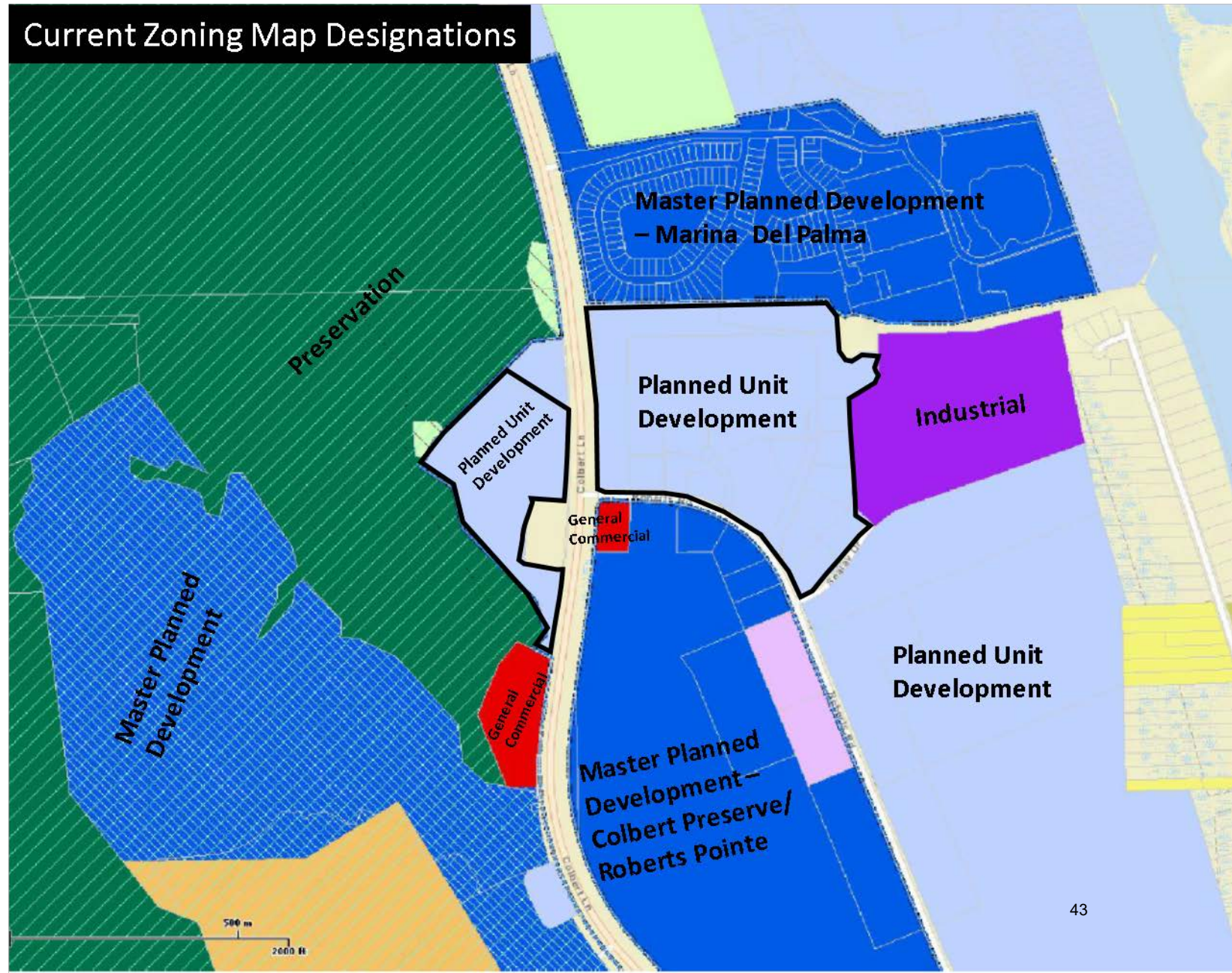
RECOMMENDATION

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

Current Future Land Use Map Designations



Current Zoning Map Designations

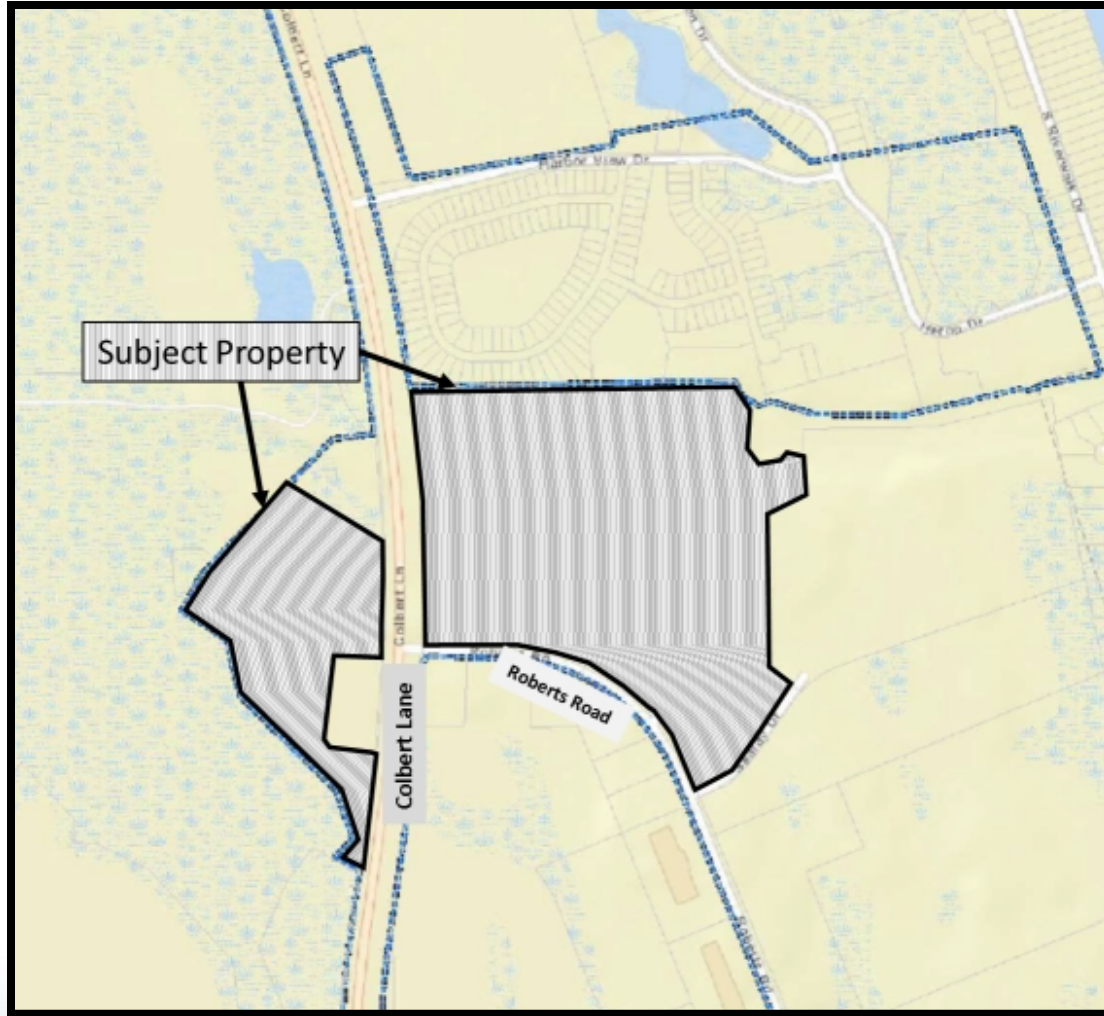




Marina Village (a/k/a Lighthouse Harbor) Future Land Use Map & Zoning Map Designation

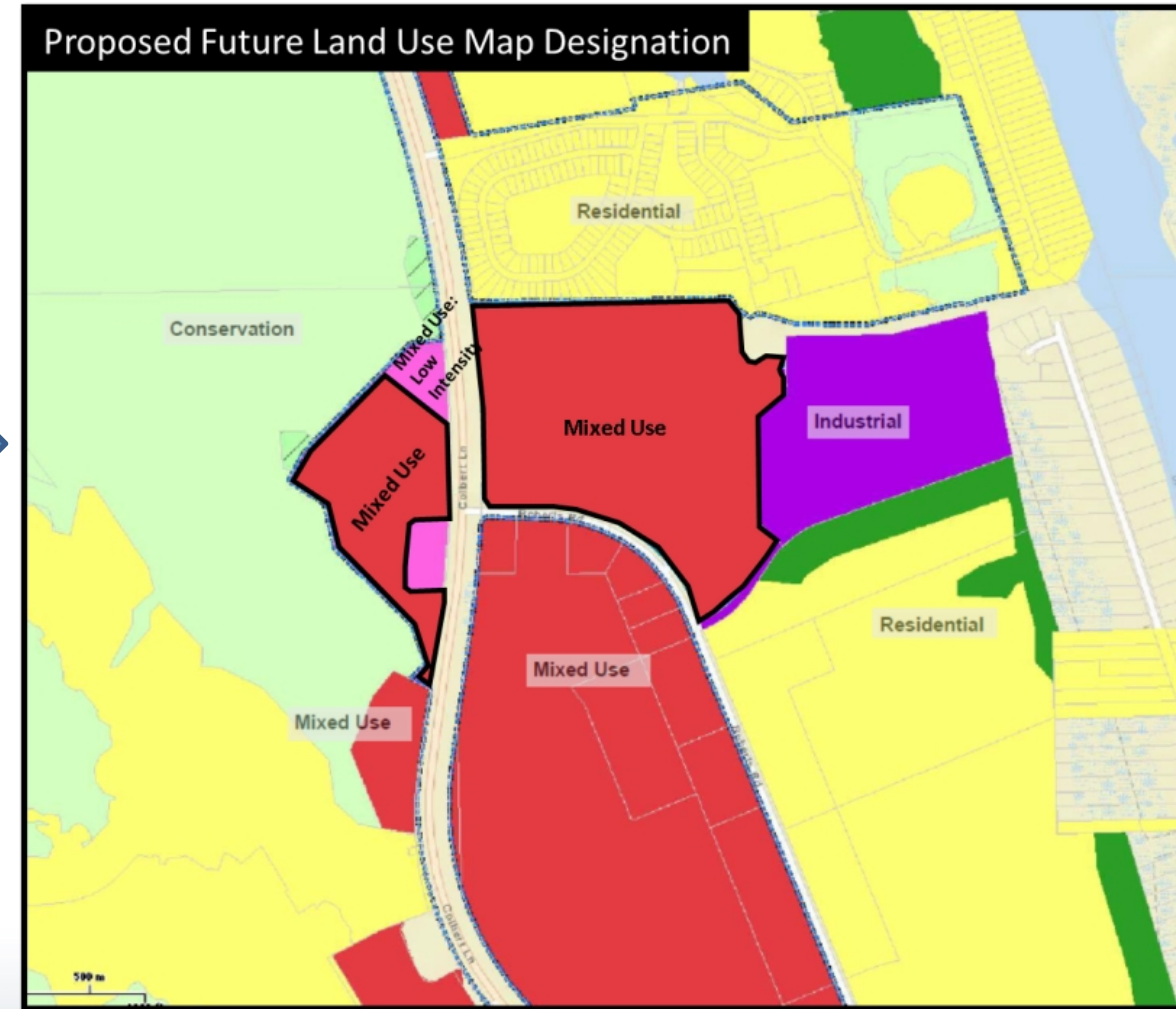
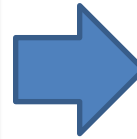
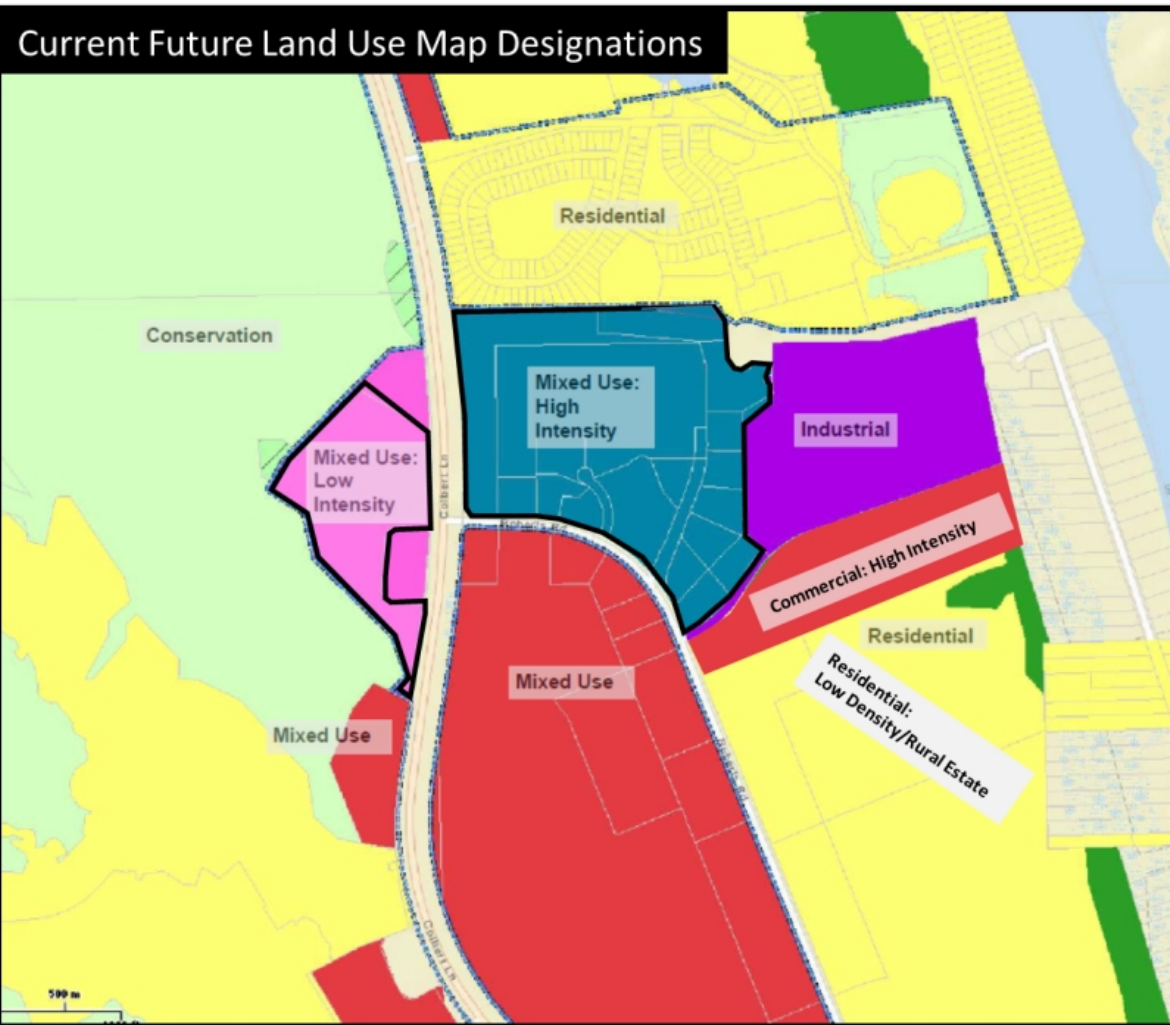
City Council 2nd Reading

MARINA VILLAGE – Background

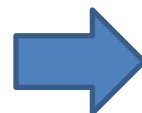
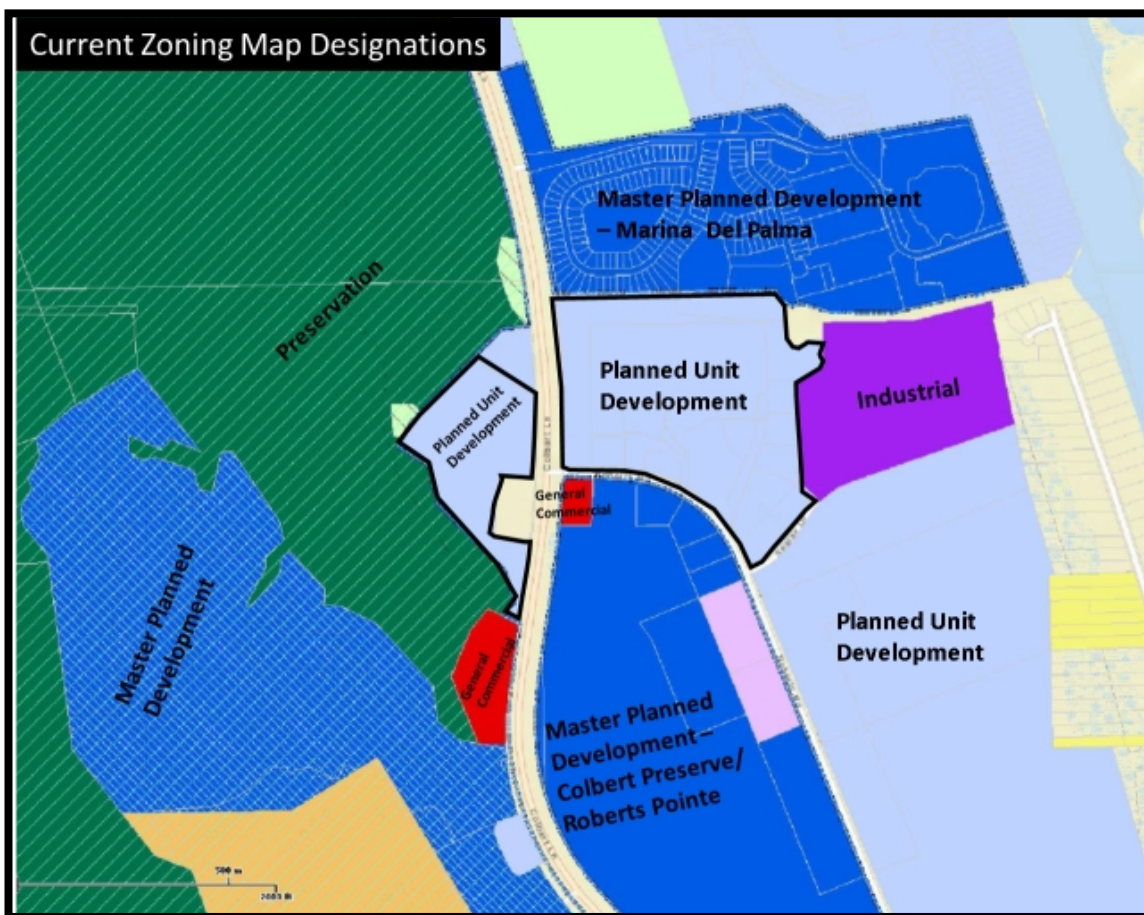


- 89+/- Acres
- New Annexation
- Future Land Use Map & Zoning Map Designation

MARINA VILLAGE – Proposed FLUM Designation



MARINA VILLAGE – Proposed Zoning Designation



MARINA VILLAGE – Updates since 1st Reading

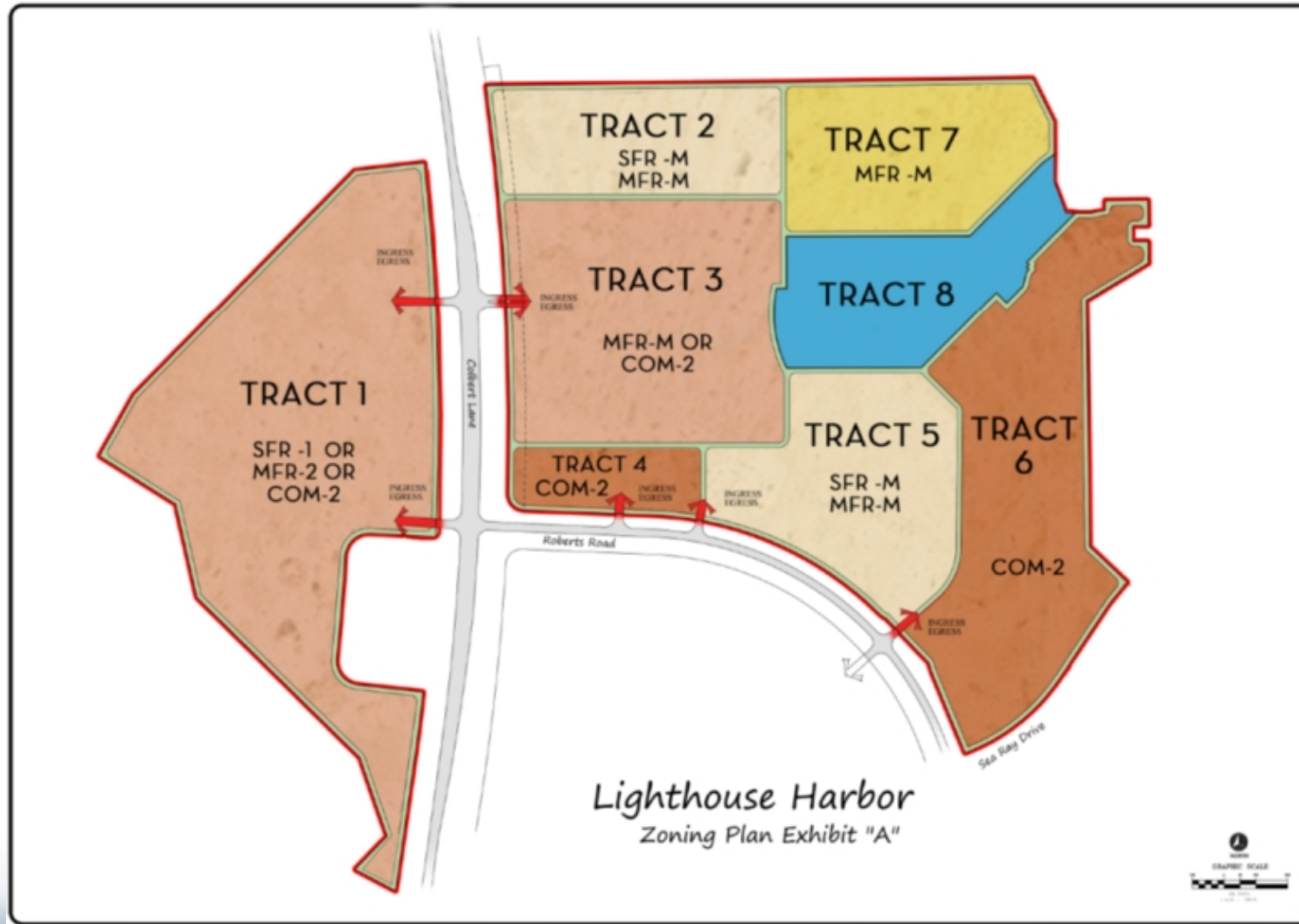
FLUM Amendment - Transmitted to DEO and other state agencies

- No substantial comments
- No changes to proposed FLUM amendment

[illegible]

- Delete alternate conceptual master plan
- Delete multi-family units on Tract 6 (max. units decrease from 740 to 663),
- Clarify that dry storage is permitted on Tract 6,
- Increase buffer between Tract 6 and the Sea-Ray property from 10' to 20'

MARINA VILLAGE – Updates since 1st Reading



Marina Village

Staff and the PLDRB recommends Approval of the following:

- FLUM Amendment
- Zoning Map Amendment with MPD Agreement



Questions?

City of Palm Coast, Florida

Agenda Item

Agenda Date: 05/07/2019

Department	PLANNING	Amount
Item Key	6079	Account
Subject	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	
<u>UPDATE FROM THE MARCH 5, 2019 BUSINESS MEETING:</u>		
<p>This item was heard by City Council at their March 5, 2019 business meeting. Council members provided staff with concerns regarding the request for multi-family development on the tract adjacent to the Sea-Ray property (Tract 6), the buffer between Tract 6 and the Sea-Ray property, clarification on the potential for dry storage, additional clarification on the conceptual master plan since there were two plans provided during the 1st reading, and concern over the protection of listed species.</p> <p>In response to City Council concerns, the following changes have been provided in the proposed Development Agreement:</p> <ol style="list-style-type: none">1) Delete for request of multi-family units on Tract 6,2) Providing of 20' buffer between Tract 6 and the Sea-Ray property (previous buffer is 10')3) Clarify that dry storage is permitted on Tract 6,4) Deletion of 2nd conceptual master plan,5) Portion of wetland which was previous site of rookery will be left undeveloped, additionally, the LDC requires submittal of listed species study as part of site plan or plat application.		
<u>ORIGINAL BACKGROUND FROM THE MARCH 5, 2019 BUSINESS MEETING:</u>		
<p>The proposed rezoning of the subject property is a companion application to a proposed Future Land Use Map amendment for the 89+/- acre subject property which is scheduled for annexation on Feb. 5, 2019. The subject property is generally located 1.3 miles north of State Road 100 on the westside and eastside of Colbert Lane. The proposed action will amend the zoning designation for the subject property from Flagler County designation of Planned Unit Development to City of Palm Coast designation of Master Planned Development. The accompanying development agreement will recognize the existing entitlements and development standards established for the subject property.</p> <p>The following is a summary of the differences between the existing and proposed development agreement:</p> <ol style="list-style-type: none">1. Increase in maximum number of units from 511 to 740. No change in non-residential development potential (160,000 sq. ft.)2. Reduction of minimum lot sizes for single-family units (proposed minimum of 30'X 100' from current minimum of 40'X120'), this reduction introduces the need to also reduce the minimum living area to 1,000 sq. ft. within the MPD.3. Deletion of specific language requiring buffer from Sea-Ray property (50' wide with a landscaped berm up to 20' high). The proposed conceptual plan will meet requirements		

of PUD by proposing to locate non-residential uses adjacent to Sea-Ray site. Additionally, if Tract 6, is developed for multi-family, the City of Palm Coast LDC buffer requirements will need to be installed. (C buffer - 10' wide with shade tree every 50')

4. Deletion of requirement for establishment of Blue Heron Rookery. The deletion of the Blue Heron Rookery requirement comes with approval of the St. Johns River Water Management District (SJRWMD) as stated in their analysis for the minor modification to SJRWMD Permit 80418-7. *"The proposed modification consists of deletion of permit conditions related to a previously active but now abandoned rookery. District staff coordinated with the Florida Fish and Wildlife Conservation Commission (FWC), who concurred and had no objections to the elimination of the rookery buffer and associated permit conditions. There are no wetland impacts or impacts to upland nesting habitat of wetland dependent listed species associated with this minor modification"*.
5. Colbert Lane Vegetative Buffer. Current PUD requires 50' vegetative buffer on eastside and 30' on westside of Colbert Lane. The proposed MPD will require 25-foot "G" type buffer, which will require 1-shade tree per 50', 1 understory tree per 50', short screen, and accent planting 30 per 100'.
6. Changes references from Flagler County Code to City of Palm Coast Land Development Code.
7. Addition of low-impact development standards for water conservation purposes.

Staff analyzed the proposed rezoning based on the criteria established in the City of Palm Coast Land Development Code. In summary, staff makes the following findings:

- the proposed MPD agreement is consistent with the objectives and policies of the Comprehensive Plan,
- the proposed MPD agreement is consistent with the surrounding land uses,
- the proposed MPD Agreement does not negatively impact the existing public facilities, and
- the proposed MPD Agreement will not negatively impact the health, safety, and welfare of the surrounding community.

Neighborhood Meeting

A neighborhood meeting was held on January 8, 2019 to provide an opportunity for neighboring property owners to receive information about the project. There were no comments provided.

Planning and Land Development Regulation Board Meeting.

The Planning and Land Development Regulation Board held a public hearing on January 16, 2019 and recommended approval of the proposed amendment. There were no comments from the public.

Planning Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that City Council approve application number 3824 to rezone 89 +/- acres from Planned Unit Development (Flagler County designation) to Master Planned Development (City of Palm Coast designation) along with the accompanying Development Agreement.

Recommended Action: Adopt Ordinance 2019-XX approving application number 3824 to rezone 89 +/- acres from Planned Unit Development (Flagler County designation) to Master Planned Development (City of Palm Coast designation) along with the accompanying Development Agreement.

ORDINANCE 2019 - _____
REZONING APPLICATION NO. 3824
MARINA VILLAGE MASTER PLANNED DEVELOPMENT (A/K/A
“LIGHTHOUSE HARBOR”)

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 +/- 89 ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED AT COLBERT LANE AND ROBERTS ROAD, AND BEING MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT “A”, FROM FLAGLER COUNTY PLANNED UNIT DEVELOPMENT (PUD) TO CITY MASTER PLANNED DEVELOPMENT DISTRICT (MPD) ZONING DISTRICT WITH A DEVELOPMENT AGREEMENT ATTACHED AS EXHIBIT “B”; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lighthouse Harbor, LLC, a Florida limited liability company, (“Owner”) is the fee simple title owner of certain real property located in Palm Coast, Florida, consisting of approximately +/- 89 acres generally located at Colbert Lane and Roberts Road, more particularly described in the legal description attached hereto as **Exhibit “A”**, and incorporated herein (the “Owner’s Property”); and

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

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

WHEREAS, the City Council further finds that this Development Agreement is consistent with and an exercise of the City’s powers under the Municipal Home Rule Powers

Act; Article VIII, Section 2(b) of the Constitution of the State of Florida; Chapter 166, Florida Statutes; the City of Palm Coast City Charter; other controlling law; and the City's police powers; and

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

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

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

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

WHEREAS, the City Council held duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and the recommendation of the Planning and Land Development Board which voted to approve at the regularly scheduled meeting conducted on January 16, 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 foregoing recitals are true and correct and are fully incorporated herein by this reference.

SECTION 2. ZONING MAP AMENDMENT AND MPD AGREEMENT.

(a) That the Official Zoning Map of the City of Palm Coast as described in the 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 are hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

(b) The Marina Village MPD Development Agreement (“Development Agreement”) and its exhibits attached hereto, 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 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. _____ does not become effective, then this ordinance shall become null and void.

APPROVED on first reading the 5th day of March 2019.

ADOPTED on the second reading after due public notice and hearing this 7th day of May 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"
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PARCEL 518 RECORDED IN OFFICIAL RECORDS BOOK 553, PAGES 1 539, THROUGH 18 40, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID PARCEL LYING WITHIN GOVERNMENT SECTION 3, TOWN SHIP 1 2 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BE ING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF SAID GOVERNMENT SECTION 3; THENCE NORTH 01° 13 '06" WEST ALONG THE EAST LINE OF SECTION 3 A DISTANCE OF 2432.11 FEET; THENCE DEPARTING SAID EAST LINE OF SECTION 3 SOUTH 88° 46' 54" WEST A DISTANCE OF 179.48 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 62° 22' 17" WEST A DISTANCE OF 143.71 FEET; THENCE NORTH 44° 03' 30" EAST A DISTANCE OF 1 45.36 FEET; THENCE NORTH 19° 26' 24" WEST A DISTANCE OF 261.31 FEET; THENCE NORTH 45° 29' 28" WEST A DISTANCE OF 718.28 FEET; THENCE NORTH 12° 43' 31" WEST A DISTANCE OF 300.18 FEET; THENCE NORTH 57° 42' 47" WEST A DISTANCE OF 283.53 FEET; THENCE NORTH 29° 15' 12" EAST A DISTANCE OF 219.88 FEET; THENCE NORTH 44° 29' 22" EAST ALONG THE BOUNDARY LINE OF PARCEL 518 A DISTANCE OF 660.73 FEET; THENCE DEPARTING SAID BOUNDARY LINE SOUTH 59° 50' 46" EAST A DISTANCE OF 566.40 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COLBERT LANE SAID POINT BEING ON A CURVE; THENCE SOUTHERLY 633.16 FEET, ALONG THE ARC OF SAID CURVE TO THE RIGHT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 04° 49' 29", A RADIUS OF 7519.00 FEET, A CHORD BEARING OF SOUTH 00° 20' 37" WEST AND A CHORD DISTANCE OF 632.97 FEET; THENCE NORTH 86° 56' 05" WEST ALONG THE BOUNDARY OF A STORM WATER RETENTION SITE FOR COLBERT LANE, A DISTANCE OF 193.44 FEET TO A POINT OF CURVATURE, CONCAVE SOUTH EASTERLY; THENCE WESTERLY A DISTANCE OF 119.32 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 89° 43' 16", A RADIUS OF 76.20 FEET, A CHORD BEARING OF SOUTH 48° 12' 17" WEST AND A CHORD DISTANCE OF 107.50 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE WESTERLY; THENCE SOUTHERLY A DISTANCE OF 322.05 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02° 32' 58", A RADIUS OF 7237.80 FEET, A CHORD BEARING OF SOUTH 04° 37' 08" WEST AND A CHORD DISTANCE OF 322.02 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHEASTERLY; THENCE SOUTHERLY A DISTANCE OF 119.32, FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 89° 43' 16", A RADIUS OF 76.20 FEET, A CHORD BEARING OF SOUTH 38° 58' 01" EAST AND A CHORD DISTANCE OF 107.50 FEET TO A POINT OF TANGENCY, THENCE SOUTH 83° 49' 39" EAST A DISTANCE OF 204.98 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF COLBERT LANE, SAID POINT BEING ON A CURVE, CONCAVE WESTERLY; THENCE SOUTHERLY A DISTANCE OF 122.07 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00° 55' 49", A RADIUS OF 7519.00 FEET, A CHORD BEARING OF SOUTH 06° 56' 49" WEST AND A CHORD DISTANCE OF 122.07 FEET TO A POINT OF TANGENCY; THENCE SOUTH 08° 11' 55" WEST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID COLBERT LANE A DISTANCE OF 508.26 FEET TO THE POINT OF BEGINNING.

AND

LOTS 1, 2, 3, 4, 5, 11, 12, 13, 14, 15, 16 AND 17, TOGETHER WITH PART OF LOT 6 AND VACATED DOCKSIDE DRIVE, PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE 1, AS RECORDED IN MAP BOOK 29, PAGES 33 AND 34, AS PARTIALLY VACATED BY OFFICIAL RECORDS BOOK 12 03 PAGE 1 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PART OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 31, EAST OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF PALM COAST PLANTATION PUD UNIT 2, AS RECORDED IN MAP BOOK 3 3, PAGES 5 4- 6 1 OF SAID PUBLIC RECORDS SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY

LINE OF COLBERT LANE (A 200.00 FOOT RIGHT- OF- WAY AS NOW ESTABLISHED); THENCE SOUTH 18°24'09" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1,040.94 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 7,734.00 FEET; THENCE SOUTHERLY, ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1,415.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°09'29" EAST AND A CHORD DISTANCE 1,413.86 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 89°10'59" EAST, A DISTANCE OF 1,717.09 FEET; THENCE SOUTH 25°14'03" EAST, A DISTANCE OF 156.53 FEET; THENCE SOUTH 00°16'47" EAST, A DISTANCE OF 98.64 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE LEHIGH CANAL; THENCE SOUTH 00°16'47" EAST, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 82.17 FEET; THENCE SOUTH 20°18'43" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 105.38 FEET; THENCE NORTH 89°59'40" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 77.21 FEET; THENCE NORTH 78°58'54" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 46.21 FEET; THENCE NORTH 00°32'52" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 30.02 FEET; THENCE NORTH 89°11'31" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 135.05 FEET; THENCE DEPARTING SAID MEAN HIGH WATER LINE SOUTH 00°24'21" EAST, A DISTANCE OF 198.17 FEET; THENCE SOUTH 59°02'59" WEST, A DISTANCE 227.35 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE 1; THENCE SOUTH 00°46'14" EAST, ALONG THE EASTERLY LINE OF SAID LOTS 1, 2 AND 3, A DISTANCE OF 776.70 FEET; THENCE SOUTH 46°38'27" EAST A DISTANCE OF 161.39 FEET TO A POINT ON THE NORTHERLY LINE OF THE SEARAY INDUSTRIES ENTRANCE DRIVE, ALSO BEING A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHWESTERLY, ALONG SAID DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 107.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 38°28'46" WEST AND A CHORD DISTANCE OF 107.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 33°35'53" WEST, CONTINUING ALONG SAID DRIVE, A DISTANCE OF 256.96 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 620.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 364.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°21'19" WEST AND A CHORD DISTANCE OF 359.59 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 67°35'40" WEST AND A CHORD DISTANCE OF 35.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ROBERTS ROAD, A VARIABLE RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE NORTH 22°24'07" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 76.08 FEET TO THE POINT OF CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1063.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1209.125 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°09'16" WEST, AND A CHORD DISTANCE OF 1144.99 FEET; THENCE NORTH 87°44'26" WEST, A DISTANCE OF 407.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 50.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 43°04'18" WEST, AND A CHORD DISTANCE OF 70.30 FEET TO A POINT OF REVERSE CURVATURE SAID CURVE HAVING A RADIUS OF 7734.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1283.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°09'30" WEST, AND A CHORD DISTANCE OF 1282.32 FEET TO THE POINT OF BEGINNING

TOGETHER WITH TERMS, CONDITIONS AND EASEMENT SET FORTH IN EASEMENT AGREEMENT (ACCESS) BY AND BETWEEN FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION AND FLAGLER MARINE CENTER, L.L.C., A FLORIDA LIMITED

LIABILITY COMPANY RECORDED IN BOOK 770, PAGE 1 495 .

TOGETHER WITH TERMS AND CONDITIONS SET FORTH IN THE NON- EXCLUSIV E ACCESS EASEMENT AGREEMENT BY THE SCHOOL BOARD OF FLAGLER COUNTY FOR THE BENEFIT OF FLAGLER MARINE CENTER, LLC, A FL ORIDA LIMITED LIABILITY COMPANY RECORDED IN BOOK 1166, PAGE 1002, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

AND

TOGETHER WITH AN EASEMENT RESERVED IN THAT CERTAIN WARRANTY DEED RECORDED IN BOOK 1646, PAGE 89 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT “B”
MASTER PLANNED DEVELOPMENT AGREEMENT

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

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

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

**MASTER PLAN DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PALM
COAST AND LIGHTHOUSE HARBOR, LLC.**

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 LIGHTHOUSE HARBOR, LLC, a Florida limited liability company (herein referred to from time-to-time as the “Owner” regardless of whether singular or plural ownership status) whose address is 2298 Colbert Lane, Palm Coast, FL, 32137.

WITNESSETH:

WHEREAS, the Owner is the fee simple title owner of certain real property consisting of +/- 89 acres located in the City of Palm Coast, Flagler County, Florida, more particularly described in the legal description attached hereto as **Exhibit “1”** and incorporated herein (“Owner’s Property” or “Subject Property”);

WHEREAS, on July 24, 2006, the Flagler County Board of County Commissioners (the “County”) originally adopted the Marina Village Planned Unit Development (PUD)

Agreement by Ordinance No. 2006-19;

WHEREAS, on December 15, 2008, the County amended the PUD by Ordinance 2008-35 (recorded at Official Records Book 1967, Page 1108, et seq., Public Records of Flagler County, Florida);

WHEREAS, on November 4, 2013, the County approved an extension for the completion of Phase I of the PUD to December 16, 2017 and an extension of the completion of the final phase of development to December 15, 2022, recorded at Official Records Book 1975, Page 714, et seq., Public Records of Flagler County, Florida;

WHEREAS, the Owner has annexed into the City, and requests an amendment to and restatement of the previously approved Development Agreement with the County on the Subject Property, subject to the conditions set forth in this Development Agreement (the “MPD”);

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

WHEREAS, the City of Palm Coast City Council (“City Council”) finds that this Development Agreement is consistent with the City’s Comprehensive Plan (2035) (the “Comprehensive Plan”) and Unified 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;

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;

WHEREAS, the City Council deems the development of the Owner's Property to be a proper public purpose, and that said development will achieve important City objectives, such as stimulating economic development in the City, improving stormwater capacity and flood prevention, and increasing property values;

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

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

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

SECTION 1. RECITALS.

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

SECTION 2. REPRESENTATIONS OF OWNER.

(a) The Owner hereby represents and warrants to the City that the Owner is the owner of the Owner's Property in accordance with the title opinion or title certification provided by the Owner to the City issued by an attorney or title insurance company licensed

to provide services in the State of Florida with said title opinion or certification showing all liens, mortgages, and other encumbrances not satisfied or released of record relative to the Subject Property.

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

(c) The Owner hereby represents to the City that all required joinders and consents have been obtained and set forth in a properly executed form on this Development Agreement. Unless otherwise agreed to by the City, all liens, mortgages, and encumbrances not satisfied or released of record must be subordinated to the terms of this Development Agreement and joinders must be executed by any mortgagees. It is the responsibility of the Owner to ensure that said subordinations and joinders occur in a form and substance acceptable to the City Attorney prior to the City's execution of this Development Agreement. If the Owner fails to attain the joinder and consent, then the Owner shall lose all rights and benefits deriving hereunder.

SECTION 3. PROJECT DESCRIPTION.

(a) The Applicant may develop a mixed use development consistent with the Conceptual Master Plan(s) attached hereto as Composite **Exhibit "2"** and as further described as follows:

- a. Conceptual Master Plan “2A”: (i) up to ~~511-663~~ residential units; (ii) a maximum of 160,500 square feet of office, retail and commercial uses; (iii) a marina including 80 wet slips and (iv) a 200 dry slip storage facility; or
- b. ~~Conceptual Master Plans “2B”~~: (i) ~~up to 740 residential units~~; (ii) ~~a maximum of 160,500 square feet of office, retail and commercial uses~~; (iii) ~~a marina including 80 wet slips~~.

SECTION 4. FUTURE LAND USE MAP (FLUM).

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

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

(a) The City Council, at its regular meeting on _____, 2019, adopted Ordinance 2019-_____ for a Master Planned Development affecting the Owner’s Property subject to the terms and conditions of this Development Agreement.

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

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

(d) The Conceptual Master Plans generally depicts the layout of the Project and delineates the approximate property boundaries, streets, easements, property lines, general location of lots and intended uses.

(e) The Conceptual Master Plans contains a level of detail satisfactory to permit the Project to proceed directly to Preliminary Plat.

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

Modifications to the exact location of lots, roadways, primary sidewalk/pathway system, and other improvements may be requested by the Owner and approved by the Land Use Administrator during review of construction documents, site plans, or Preliminary Plat for the Project or portions thereof, as long as the development standards contained in this Development Agreement are maintained. Moreover, the Land Use Administrator is authorized to approve those modifications to the Development Agreement and Conceptual Master Plan and any construction documents, and Preliminary Plat for the Subject Property or portions thereof as allowed by Code, provided that: (1) the maximum building height and number of residential lots described herein are not exceeded; (2) the Subject Property setbacks from adjacent properties are not modified; and (3) the approved plans maintain the development standards in this Development Agreement.

SECTION 7. PERMITTED USES.

The Owner agrees to fully comply with the following uses and restrictions on the Subject Property. The Owner must develop the Subject Property consistent with the Conceptual Master Plan with the uses of each Tract being limited to those provided on the Tract Map attached hereto as **Exhibit “3”** and the table provided below. The design standards

for the permitted use on each Tract shall comply with the LDC or design standards provided in Section 12.1, Lot Dimensional Standards, below

TRACT	PERMITTED USE*
1	SFR-1, MFR-2 and/or COM-2
2	SFR-M or MFR-M
3	COM-2 and/or MFR-M
4	COM-2
5	SFR-M or MFR-M
6	COM-2 and/or MFR-M
7	MFR-M
8	Marina Basin (COM-2)

*The following Special Exceptions in COM-2 are permitted by right within this MPD: Drinking establishments with outdoor entertainment, micro-breweries, building contractors' offices, and automotive part stores without service bays.

7.1 VEHICULAR/NON-VEHICULAR AND PEDESTRIAN ACCESS, PARKING AND INTERCONNECTIVITY.

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

(b) Project's East Parcel shall provide and maintain at least one access drive onto Colbert Lane and one access drive onto Roberts Road as shown on the Conceptual Master Plan.

(c) School Bus Stop: The Owner shall construct a school bus stop, that meets locational and design standards of the Flagler County School District and City, unless otherwise agreed to by the parties or their designees.

SECTION 8. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.

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

SECTION 9. FACILITY COMMITMENTS.

(a) Unless otherwise described elsewhere in this Development Agreement, the Owner agrees that the City is not responsible for the construction or creation of public facilities or capacity to facilitate the development of the Subject Property. No building permits or development permits shall be issued for the Subject Property unless adequate capacity of concurrency monitored facilities are available concurrent with the impact on said facilities by the Project.

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

- i. Private Improvements: The parking areas; utilities; master stormwater system; sidewalks; lighting; recreational facilities, and perimeter buffer landscaping.
- ii. The Owner shall grant any and all drainage and utility easements to the City which are deemed necessary by the City to serve the public utilities.
- iii. The Owner agrees that the City has shown an essential nexus between a legitimate City interest and the conditions, if any, imposed herein. The Owner further agrees that all proposed conditions are roughly proportional to the impact the development will have upon the public, based upon an individualized determination by the City that the required conditions are related in both nature and extent to the impacts of the proposed Project.
- iv. Nothing herein shall be deemed a prohibited exaction under Fla. Stat. 70.45, and Owner agrees it has not suffered any damages under that statute.

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

(d) ACCESS: Ingress and egress to the Project shall be provided, constructed and maintained as depicted on the Conceptual Master Plan. At the sole discretion of the Owner, the development or portions of it may be gated.

(e) OWNER STORMWATER SYSTEM: The Owner shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff from the Project including, but not limited to, all stormwater lines, ditches, culverts, and

other stormwater facilities that are necessary to convey the stormwater runoff to the Stormwater Facility (the “Owner Stormwater System”).

(f) PARK AND RECREATION: As generally depicted on the Conceptual Master Plan, the Owner shall provide parks and recreation for the benefit of the Project. The actual location and design of all parks and recreation facilities will be provided at a later date but shall include the Marina Basin. Location of parks and recreation facilities may include site(s) currently not within the boundaries of the MPD.

SECTION 10. DEVELOPMENT STANDARDS.

10.1 PARKING: Parking requirements for each tract shall be consistent with the LDC unless provided for in this MPD.

10.2 OPEN SPACE: Minimum open space shall be thirty percent (30%) of the Subject Property’s gross area. Open space is defined in the LDC and includes on-site stormwater ponds, the marina basin and all open space within the Property. Flexibility to the minimum open space requirements shall be as provided by the LDC, which may include, but not be limited to, green building principles, land donation, or other mechanisms that would justify a lower percentage of open space, if approved by the Land Use Administrator. Open space shall be maintained by either the actual owner of the property, a property owners’ association, or other method satisfactory to the Owner and the City.

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

10.4 TRANSPORTATION: Transportation concurrency shall be addressed during the Preliminary Plat or technical site plan process.

10.5 DRAINAGE:

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

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

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

10.6 LANDSCAPING: No potable water shall be used for irrigation once a stormwater or reclaimed water source is available. All landscaping and irrigation shall comply with the LDC except for perimeter buffers, which shall be governed by section 10.20, below.

10.7 LIGHTING: All lighting including but not limited to all pole mounted lighting shall be designed to minimize light pollution to off-site properties and to comply with the LDC.

10.8 FIRE PROTECTION: Fire protection requirements for the Project will be met through a system of fire hydrants installed on the Subject Property by the Owner in accordance with City standards. The locations of fire hydrants shall be shown on all construction

documents, technical site plans, or preliminary plats. The water requirements for the fire system will be served by the City's Utility Department. The Project shall comply with the City's fire protection requirements. The City will provide fire protection services to the Project in accordance with established local response agreements.

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

10.10 INTERCONNECTIVITY AND ACCESS: All units within the Subject Property shall be interconnected by roadways and sidewalks as called for by the City's Comprehensive Plan. The Project shall provide and maintain the minimum number of access drives onto Roberts Road and Colbert Lane as depicted on the Conceptual Master Plan.

10.11 RESOURCE PROTECTION:

(a) Except as depicted on the Conceptual Master Plan and in this Development Agreement, the Owner shall comply with the resource protection requirements of the LDC.

(b) Natural upland buffers must be provided if required by Chapter 10 of the LDC.

(c) The Owner shall address any issues concerning cement kiln dust ("CKD") pursuant to permits or other requirements imposed by the Florida Department of Environmental Protection.

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

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

(a) Water Conservation.

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

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

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

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

10.16 WILDLIFE PROTECTION: In the event that listed species have been determined to be residing on, or otherwise be significantly dependent on the Subject Property, the Owner shall obtain the necessary permits from the Florida Fish and Wildlife Conservation Commission and other applicable agencies. Activities associated with listed flora and fauna shall comply with the LDC. If applicable, Bear Smart Community principles shall be integrated into design and operations. The intent is to minimize human-animal conflicts from black bear and other species that may be drawn to area attractants. The Owner and City shall

cooperate on grant opportunities to supplement cost(s) that the Owner may incur to implement these principles.

10.17 SIGNAGE: The Marina Village development may be identified by up to two double-faced or two single-faced monument entrance signs to be located at the primary Project entrances on Colbert Lane and may be identified with either one double-faced or two single-faced monument entrance signs to be located:

- (i) At the secondary Project entrance at Roberts Road; and
- (ii) At the approximate corner of the Property located near the intersection of Roberts Road and Colbert Lane.

Such monument signs may be lighted (with lighting directed away from traffic as required by the LDC), and shall be a maximum of seven feet (7') tall, with a sign area no greater than forty-eight (48) square feet in size. Directional, and ingress and egress signs for the individual residential and commercial projects within the Project, and for recreational and other amenities, will be provided throughout the Project, provided that none of these signs exceed six (6) square feet in size and four (4) feet in height, including for sale or for lease signs. Neighborhood, amenity and commercial project directory signs may be located along the internal road circulation system and shall be no taller than six feet (6') in height, with no more than thirty-two (32) square feet of sign area. The approximately one hundred sixty (160) foot tall existing stack on site shall be maintained by Owner and may be enhanced aesthetically by Owner with the intent that it may be utilized as part of the Project's aesthetic features but shall not be used for signage purposes. All signage will be generally consistent and uniform in design and a master sign plan shall be approved at the time of the Project's first preliminary plat or site plan approval

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

10.19 RENTAL PROGRAM: Developer reserves the right to place all or any portion of the Project's residential units in a rental program operated by Developer, Developer's affiliates or any third party rental program operators approved by the Developer.

10.20 PROJECT BUFFERS: The Developer agrees to provide and maintain:

(i) A City Type "G" 25' wide buffer along both sides of Colbert Lane, as identified on the Site Plan; and

(ii) A City 15' wide buffer with Type "G" plantings along Roberts Road, as identified on the Site Plan.

The stated buffers shall not be required at the Project entrances. Project signage, irrigation, drainage, utilities and related improvements shall be allowed in the landscape buffer(s), as outlined in Section 11.03.05.C.6 of the LDC.

10.21 MARINA: In recognition of the permits issued by the Army Corps of Engineers, St. Johns River Water Management District, & Flagler County, the development of the Marina shall: (i) be consistent with the existing approved Conceptual Plan, (ii) participate in the FDEP Clean Marina program, (iii) remain exempt from Section 4.16, Marinas, of the LDC, (iv) apply for a city building permit to install 2,425 linear feet of precast concrete sheetpile bulkhead with concrete cap (consistent with approved Flagler County Building Permit #2018110187), the building permit fee shall be capped at \$10,000, and (v) provide a 20' wide buffer with Type "G" plantings between Tract 6 and the Sea Ray property.-

SECTION 11. PHASING OF DEVELOPMENT.

(a) The Subject Property may be developed in multiple phases. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Subject Property), the Owner shall submit a Preliminary Plat or Site Plan for the relevant phase. A Subdivision Master Plan as provided in the LDC is not required. Each tract of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase that is constructed on the Subject Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase. Adequate emergency vehicle access and turnarounds shall be provided at all times.

(b) Roadways shall be constructed concurrently with development of adjacent lots to insure that contiguous roadways are available at all times prior to the issuance of any building permits for that phase. To avoid unnecessary construction and repair costs, internal sidewalks shall be constructed adjacent to each lot at the time the home is constructed and prior to the Certificate of Occupancy, and each home's building permit shall be conditioned on this requirement.

SECTION 12. LOT AND BUILDING STANDARDS.

12.1 LOT DIMENSIONAL STANDARDS: Dimensional standards for each tract, except for those developed for Mixed Uses, as shown on **Exhibit 3** and for each permissible use shall comply with the LDC except as follows:

SFR-M Site Development Requirements

<u>Type</u>	<u>Single-Family</u>

Min. Lot Width*	30'
Min. Lot Depth	100'
Min. Lot Size (SF)	3,000 sf
Min. Side Setback	5'
Min. Street-Side Setback	15'
Min. Front Setback	20'
Max. Bldg. Height	35'
Min. Rear Setback	10'
Max. Impervious Surface Ratio	80%**
Minimum Living Area	1,000 sq. ft.

*Single Family detached lots on cul-de-sacs and curves may have a minimum 25' width on the road frontage so long as the average lot width equals the minimum for the lot type. (Note – All lot sizes, setbacks and dimensions are minimum unless otherwise indicated and may be increased.)

**Minimum open space shall be thirty percent (30%) of the entire MPD gross area.

MFR-M Site Development Requirements – Marina

<u>Type</u>	<u>Multi-Family Tract 2, 3, 5, & 7</u>	<u>Townhome Tract 3</u>	<u>Multi-Family Yacht Club Tract 6</u>
Min. Distance Between Buildings	40'	16'	20'
Min. Setback to Water	25'	20'	10'
Max. Bldg. Height	95'	35'	95'
Min. Setback to Property Line	50'	5'	10'
Min. Lot Size (SF)	N/A	2,500 sf	N/A
Max. Impervious Surface Ratio	80%**	80%**	80%**

**Minimum open space shall be thirty percent (30%) of the entire MPD gross area.

12.2 MIXED-USE TRACTS DIMENSIONAL STANDARDS: If Tract 1, Tract 3 or Tract 6 is being developed for both residential and commercial uses on the same lot then the dimensional standards for the dominant use shall be utilized (residential or commercial uses having the most building gross floor area).

12.3 ARCHITECTURE: Prior to issuance of the Preliminary Plat Development order, the Owner shall submit to the Land Use Administrator, an architectural program for the Project which shall be consistent with Chapter 13 of the City's LDC. Such program shall include signage and lighting for the Project.

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

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

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

SECTION 14. DEVELOPMENT FEES.

The Owner acknowledges and agrees that the City has enacted citywide impact fees, and may in the future increase the amount of those fees. The Owner acknowledges that the Subject Property shall be subject to all fees in effect at the time of permitting. Notwithstanding

the above, the Owner shall not be charged impact fees for marina or dry storage slips that are appurtenant to residential units.

SECTION 15. COMMON AREAS AND MAINTENANCE.

For all common areas, to ensure the long-term ownership, maintenance, and control of those areas, prior to the issuance of any building permit and before recording the final plat, the Owner shall maintain or establish an association, in accordance with Florida law, comprised of the owners of lots or parcels with the development (the “Association”). The Association documentation shall be subject to the prior reasonable review of the City to ensure adequate provisions for the ongoing care and maintenance of the common areas. The documentation, whether contained in a deed restriction or otherwise, shall provide for the permanent maintenance of the Common Areas by the Association, minimum insurance requirements for the Association, adequate mechanisms to force financial participation by members of the Association, and restrictions on the ability to amend these requirements without the City’s approval. The City shall not be required to accept ownership or maintenance of any of the Project’s common elements including but not limited to roads, landscaping and buffers.

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

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

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

In the event that the parties fail to agree to a mediator, a certified mediator will be selected solely by the City. The parties shall equally pay all costs of mediation.

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

SECTION 17. NOTICES.

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

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

(c) Any such notice will be deemed effective when received (if sent by hand delivery, overnight courier, or telecopy) or on that date which is three (3) days after such notice is deposited in the United States mail (if sent by 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, FL 32164

As to the Owner: Lighthouse Harbor, LLC
 James T. Cullis, Manager
 2298 Colbert Lane
 Palm Coast, FL 32137

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

SECTION 18. SEVERABILITY.

The terms and provisions of this Development Agreement are not severable and in the event any portion of this Development Agreement shall be found to be invalid or illegal, then the entire Development Agreement shall remain valid and binding on the parties.

SECTION 19. SUCCESSORS AND ASSIGNS.

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

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

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

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

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

(b) Venue for any dispute shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida, or the Middle District if in federal court.

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

(d) This Development Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development generally

applicable to the entire area of the City, such as requiring compliance with the City capital facilities plan; parks master plan, including parks and trail dedications; utility construction and connections; mandating utility capacities; requiring street development or other such similar land development regulations and requirements.

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

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

SECTION 21. TERM / EFFECTIVE DATE.

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

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

SECTION 22. RECORDATION.

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

SECTION 23. THIRD PARTY RIGHTS.

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

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

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

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

SECTION 25. ATTORNEYS' FEES.

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

SECTION 26. FORCE MAJEURE.

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

Development Agreement and any Time Period prescribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Uncontrollable Event.

SECTION 27. INDEMNIFICATION.

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

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

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

(b) The failure by the Owner to perform each and every one of its obligations hereunder shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief, or alternatively, the termination of this Development Agreement. Prior to the City filing any action or terminating this Development Agreement as a result of a default under this Development Agreement, the City shall first provide the Owner written notice of said default. Upon receipt of said notice, the Owner shall be provided a thirty (30) day period in which to cure the default to the reasonable satisfaction of the City prior to

the City filing an action or terminating this Development Agreement. If thirty (30) days is not considered by the parties to be a reasonable period in which to cure the default, the cure period shall be extended to such cure period acceptable to the City, but in no case shall that cure period exceed ninety (90) days from initial notification of default. Upon termination of the Development Agreement, the Owner shall immediately be divested of all rights and privileges granted hereunder.

SECTION 29. CAPTIONS.

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

SECTION 30. EXHIBITS.

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

SECTION 31. INTERPRETATION.

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

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

SECTION 32. FURTHER ASSURANCES.

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

SECTION 33. COUNTERPARTS.

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

SECTION 34. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.

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

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

SECTION 35. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.

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

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

CITY OF PALM COAST, FLORIDA

Milissa Holland, Mayor

ATTEST:

Virginia A. Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:

William E. Reischmann, Jr., Esq.

City Attorney

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Milissa Holland, Mayor of the CITY OF PALM COAST, (check one) ☐ who is personally known to me or ☐ who produced _____ as identification.

Notary Public – State of Florida

Print Name: _____

My Commission expires:

WITNESSES:

“OWNER”

Lighthouse Harbor, LLC, a Florida limited liability company

(print)

By: _____

James T. Cullis, Manager

(print)

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by James T. Cullis, Manager Lighthouse Harbor, LLC (check one) ☐ who is personally known to me or ☐ who produced _____ as identification.

Notary Public – State of Florida

Print Name: _____

My Commission expires:

EXHIBIT "1"
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PARCEL 518 RECORDED IN OFFICIAL RECORDS BOOK 553, PAGES 1 539, THROUGH 18 40, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID PARCEL LYING WITHIN GOVERNMENT SECTION 3, TOWN SHIP 1 2 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BE ING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF SAID GOVERNMENT SECTION 3; THENCE NORTH 01' 13 '06" WEST ALONG THE EAST LINE OF SECTION 3 A DISTANCE OF 2432.11 FEET; THENCE DEPARTING SAID EAST LINE OF SECTION 3 SOUTH 88'46'54" WEST A DISTANCE OF 179.48 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 62'22'17" WEST A DISTANCE OF 143.71 FEET; THENCE NORTH 44'03'30" EAST A DISTANCE OF 1 45.36 FEET; THENCE NORTH 19'26'24" WEST A DISTANCE OF 261.31 FEET; THENCE NORTH 45'29'28" WEST A DISTANCE OF 718.28 FEET; THENCE NORTH 12'43'31" WEST A DISTANCE OF 300.18 FEET; THENCE NORTH 57'42'47" WEST A DISTANCE OF 283.53 FEET; THENCE NORTH 29'15'12" EAST A DISTANCE OF 219.88 FEET; THENCE NORTH 44'29'22" EAST ALONG THE BOUNDARY LINE OF PARCEL 518 A DISTANCE OF 660.73 FEET; THENCE DEPARTING SAID BOUNDARY LINE SOUTH 59'50'46" EAST A DISTANCE OF 566.40 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COLBERT LANE SAID POINT BEING ON A CURVE; THENCE SOUTHERLY 633.16 FEET, ALONG THE ARC OF SAID CURVE TO THE RIGHT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 04'49'29", A RADIUS OF 7519.00 FEET, A CHORD BEARING OF SOUTH 00'20'37" WEST AND A CHORD DISTANCE OF 632.97 FEET; THENCE NORTH 86'56'05" WEST ALONG THE BOUNDARY OF A STORM WATER RETENTION SITE FOR COLBERT LANE, A DISTANCE OF 193.44 FEET TO A POINT OF CURVATURE, CONCAVE SOUTH EASTERLY; THENCE WESTERLY A DISTANCE OF 119.32 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 89'43'16", A RADIUS OF 76.20 FEET, A CHORD BEARING OF SOUTH 48'12'17" WEST AND A CHORD DISTANCE OF 107.50 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE WESTERLY; THENCE SOUTHERLY A DISTANCE OF 322.05 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02'32'58", A RADIUS OF 7237.80 FEET, A CHORD BEARING OF SOUTH 04'37'08" WEST AND A CHORD DISTANCE OF 322.02 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHEASTERLY; THENCE SOUTHERLY A DISTANCE OF 119.32, FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 89'43'16", A RADIUS OF 76.20 FEET, A CHORD BEARING OF SOUTH 38'58'01" EAST AND A CHORD DISTANCE OF 107.50 FEET TO A POINT OF TANGENCY, THENCE SOUTH 83'49'39" EAST A DISTANCE OF 204.98 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF COLBERT LANE, SAID POINT BEING ON A CURVE, CONCAVE WESTERLY; THENCE SOUTHERLY A DISTANCE OF 122.07 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00'55'49", A RADIUS OF 7519.00 FEET, A CHORD BEARING OF SOUTH 06'56'49" WEST AND A CHORD DISTANCE OF 122.07 FEET TO A POINT OF TANGENCY; THENCE SOUTH 08'11'55" WEST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID COLBERT LANE A DISTANCE OF 508.26 FEET TO THE POINT OF BEGINNING.

AND

LOTS 1 , 2, 3, 4, 5, 11 , 12 , 13, 14, 15, 16 AND 17, TOGETHER WITH PART OF LOT 6 AND VACATED DOCKSIDE DRIVE, PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE 1, AS RECORDED IN MAP BOOK 29, PAGES 33 AND 34, AS PARTIALLY VACATED BY OFFICIAL RECORDS BOOK 12 03 PAGE 1 70 , OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PART OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 31, EAST OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF PALM COAST PLANTATION PUD UNIT 2, AS RECORDED IN MAP BOOK 3 3, PAGES 5 4- 6 1 OF SAID PUBLIC RECORDS SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY

LINE OF COLBERT LANE (A 200.00 FOOT RIGHT- OF- WAY AS NOW ESTABLISHED); THENCE SOUTH 18°24'09" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1,040.94 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 7,734.00 FEET; THENCE SOUTHERLY, ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1,415.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°09'29" EAST AND A CHORD DISTANCE 1,413.86 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 89°10'59" EAST, A DISTANCE OF 1,717.09 FEET; THENCE SOUTH 25°14'03" EAST, A DISTANCE OF 156.53 FEET; THENCE SOUTH 00°16'47" EAST, A DISTANCE OF 98.64 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE LEHIGH CANAL; THENCE SOUTH 00°16'47" EAST, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 82.17 FEET; THENCE SOUTH 20°18'43" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 105.38 FEET; THENCE NORTH 89°59'40" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 77.21 FEET; THENCE NORTH 78°58'54" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 46.21 FEET; THENCE NORTH 00°32'52" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 30.02 FEET; THENCE NORTH 89°11'31" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 135.05 FEET; THENCE DEPARTING SAID MEAN HIGH WATER LINE SOUTH 00°24'21" EAST, A DISTANCE OF 198.17 FEET; THENCE SOUTH 59°02'59" WEST, A DISTANCE 227.35 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE 1; THENCE SOUTH 00°46'14" EAST, ALONG THE EASTERLY LINE OF SAID LOTS 1, 2 AND 3, A DISTANCE OF 776.70 FEET; THENCE SOUTH 46°38'27" EAST A DISTANCE OF 161.39 FEET TO A POINT ON THE NORTHERLY LINE OF THE SEARAY INDUSTRIES ENTRANCE DRIVE, ALSO BEING A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHWESTERLY, ALONG SAID DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 107.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 38°28'46" WEST AND A CHORD DISTANCE OF 107.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 33°35'53" WEST, CONTINUING ALONG SAID DRIVE, A DISTANCE OF 256.96 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 620.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 364.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°21'19" WEST AND A CHORD DISTANCE OF 359.59 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 67°35'40" WEST AND A CHORD DISTANCE OF 35.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ROBERTS ROAD, A VARIABLE RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE NORTH 22°24'07" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 76.08 FEET TO THE POINT OF CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1063.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1209.125 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°09'16" WEST, AND A CHORD DISTANCE OF 1144.99 FEET; THENCE NORTH 87°44'26" WEST, A DISTANCE OF 407.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 50.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 43°04'18" WEST, AND A CHORD DISTANCE OF 70.30 FEET TO A POINT OF REVERSE CURVATURE SAID CURVE HAVING A RADIUS OF 7734.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1283.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°09'30" WEST, AND A CHORD DISTANCE OF 1282.32 FEET TO THE POINT OF BEGINNING

TOGETHER WITH TERMS, CONDITIONS AND EASEMENT SET FORTH IN EASEMENT AGREEMENT (ACCESS) BY AND BETWEEN FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION AND FLAGLER MARINE CENTER, L.L.C., A FLORIDA LIMITED

LIABILITY COMPANY RECORDED IN BOOK 770, PAGE 1 495 .

TOGETHER WITH TERMS AND CONDITIONS SET FORTH IN THE NON- EXCLUSIV E ACCESS EASEMENT AGREEMENT BY THE SCHOOL BOARD OF FLAGLER COUNTY FOR THE BENEFIT OF FLAGLER MARINE CENTER, LLC, A FL ORIDA LIMITED LIABILITY COMPANY RECORDED IN BOOK 1166, PAGE 1002, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

AND

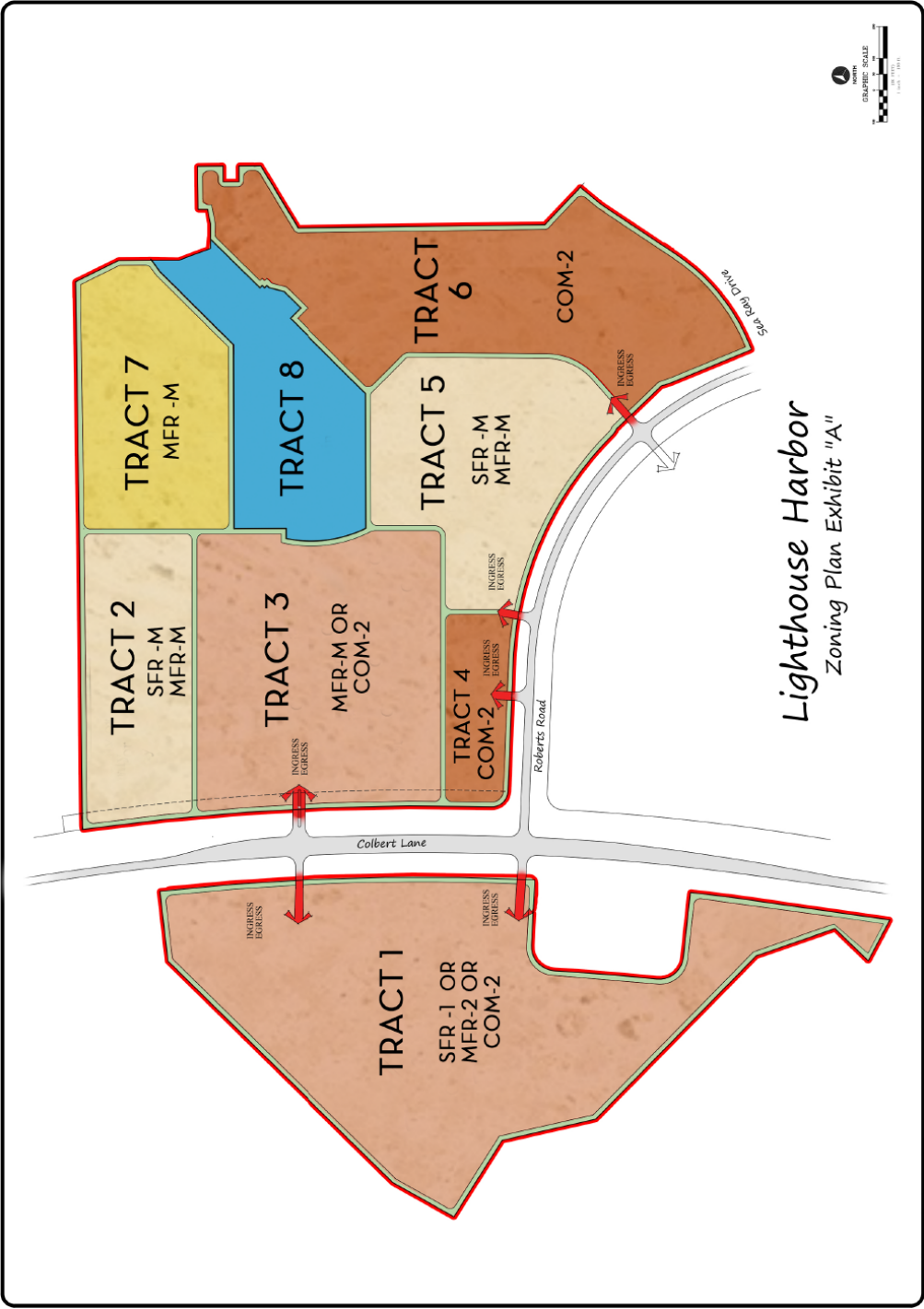
TOGETHER WITH AN EASEMENT RESERVED IN THAT CERTAIN WARRANTY DEED RECORDED IN BOOK 1646, PAGE 89 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT "2"

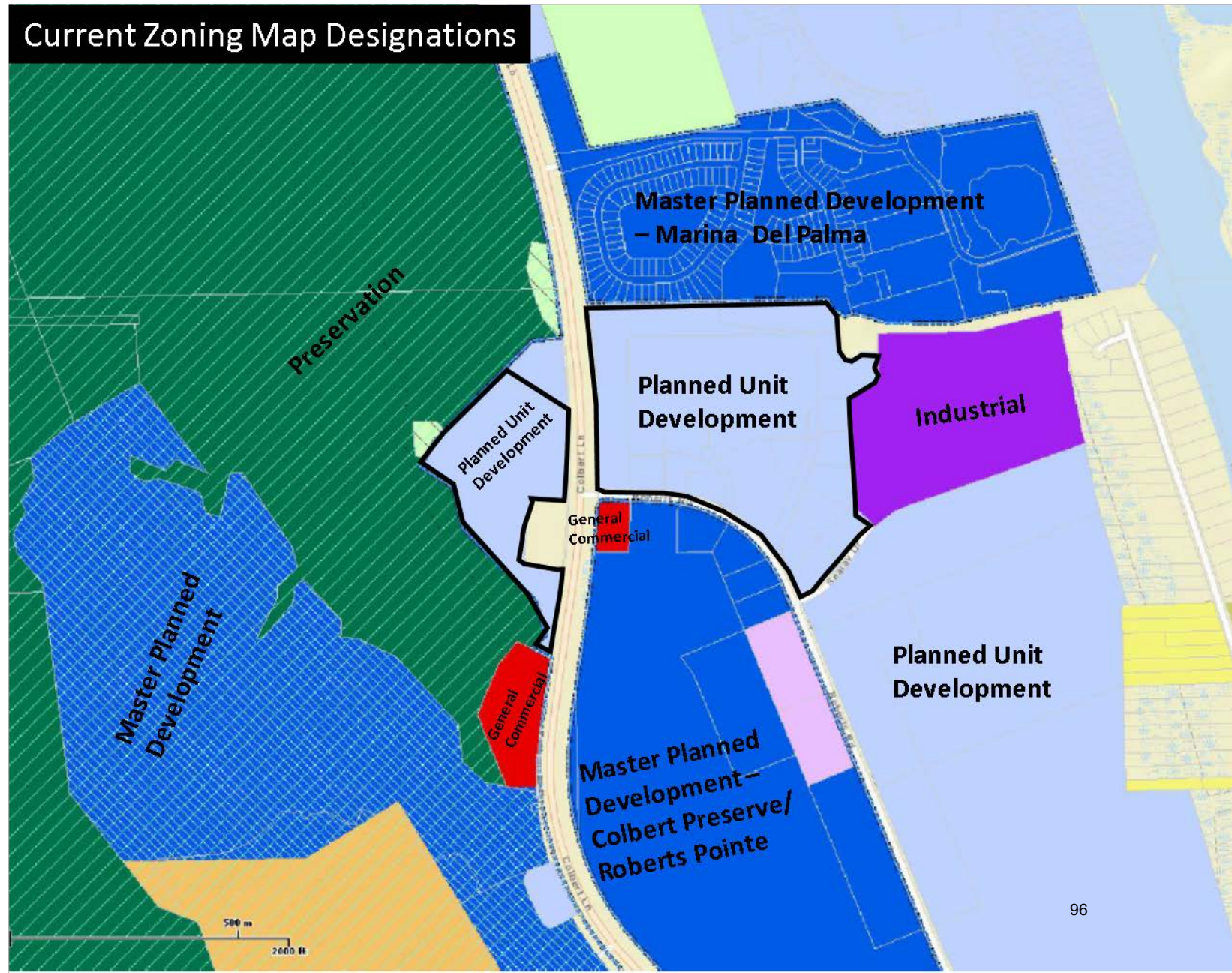
CONCEPTUAL MASTER PLAN



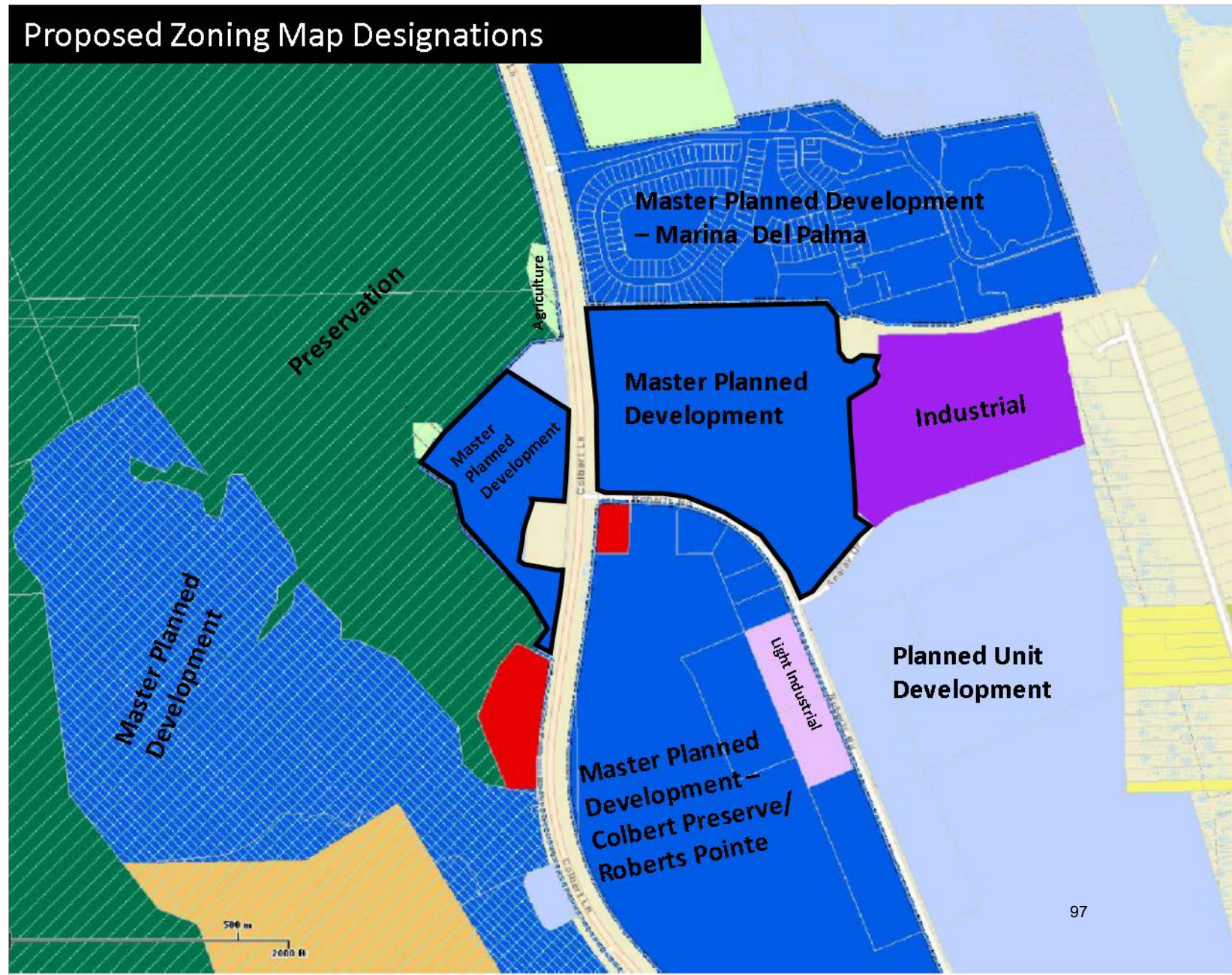
EXHIBIT “3”
TRACT MAP



Current Zoning Map Designations



Proposed Zoning Map Designations





**COMMUNITY DEVELOPMENT DEPARTMENT
Zoning Map Amendment Staff Report
February 6, 2019**

OVERVIEW

Case Number:	3824
Applicant:	Lighthouse Harbor, LLC
Property Owner:	Lighthouse Harbor, LLC
Property Description:	89+/- acres approximately 1.3 miles north of State Road 100 on the westside and eastside of Colbert Lane
Real Estate ID #:	02-12-31-0000-01010-0040, 02-12-31-0000-01010-0043, 02-12-31-0000-01010-0044, 02-12-31-0000-01010-0060, 02-12-31-0000-01010-0080, 02-12-31-0000-01010-0100, 02-12-31-0000-01010-0170, 02-12-31-4938-00000-0002, 02-12-31-4938-00000-0003, 02-12-31-4938-00000-0010, 02-12-31-4938-00000-0020, 02-12-31-4938-00000-0030, 02-12-31-4938-00000-0040, 02-12-31-4938-00000-0050, 02-12-31-4938-00000-0060, 02-12-31-4938-00000-0110, 02-12-31-4938-00000-0120, 02-12-31-4938-00000-0130, 02-12-31-4938-00000-0170, 03-12-31-0000-01010-0031
Current FLUM designation:	Mixed Use: High Intensity & Mixed Use: Low Intensity (There is an application to designate the parcels as City of Palm Coast designation – Mixed Use).
Current Zoning designation:	Planned Unit Development
Current Use:	Vacant
Requested Action:	Rezoning from Planned Unit Development (Flagler County Designation) to Master Planned Development (MPD) – City of Palm Coast Designation.
Recommendation:	Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that the City Council APPROVE the proposed zoning map amendment and Development Agreement.

ANALYSIS

REQUESTED ACTION

The proposed action is to designate the subject property with a City of Palm Coast zoning designation of Master Planned Development. The request includes approval of a Development Agreement to establish development standards for the property. There is a companion Future Land Use Map (FLUM) amendment to change the FLUM designation from Flagler County designations of Mixed Use: High Intensity & Mixed Use: Low Intensity to City of Palm Coast designation, Mixed Use.

The following is a summary of the differences between the existing and proposed development agreement:

1. Increase in maximum number of units from 511 to 740. No change in non-residential development potential (160,000 sq. ft.). The conceptual development plan includes a marina with 80 wet slips and up to 200 dry slips.
2. Smaller minimum lot sizes for single-family units (proposed minimum of 30'X 100' from current minimum of 40'X120'), this reduction introduces the need to have a minimum living area of 1,000 sq. ft. within the MPD.
3. Adjust buffer from Sea-Ray property (50' wide with a landscaped berm up to 20' high). The proposed conceptual plan will meet requirements of PUD by proposing to locate non-residential uses adjacent to Sea-Ray site. If Tract 6, is developed for multi-family, the City of Palm Coast LDC buffer requirements will need to be installed. (C buffer - 10' wide with shade tree every 50')
4. Deletion of requirement for establishment of Blue Heron Rookery. The deletion of the Blue Heron Rookery requirement comes with approval of the St. Johns River Water Management District (SJRWMD) as stated in their analysis for the minor modification to SJRWMD Permit 80418-7. *"The proposed modification consists of deletion of permit conditions related to a previously active but now abandoned rookery. District staff coordinated with the Florida Fish and Wildlife Conservation Commission (FWC), who concurred and had no objections to the elimination of the rookery buffer and associated permit conditions. There are no wetland impacts or impacts to upland nesting habitat of wetland dependent listed species associated with this minor modification".*
5. Colbert Lane Vegetative Buffer. Current PUD requires 50' vegetative buffer on eastside and 30' on westside of Colbert Lane. The proposed MPD will require 25-foot "G" type buffer, which will require 1-shade tree per 50', 1 understory tree per 50', short screen, and accent planting 30 per 100'.
6. Changes references from Flagler County Code to City of Palm Coast Land Development Code
7. Addition of low-impact development standards for water conservation, including:
 - i. Native, drought tolerant plant materials;
 - ii. St. Johns River Water Management District Florida Water Star program for protection of water resources;
 - iii. Turf grass – Irrigated area(s) shall not exceed 50% of landscape areas;
 - iv. Separate irrigation zones shall be required for turf, non-turf areas; and
 - v. Landscape areas shall not be irrigated using high-volume irrigation systems unless high pressure compensating spray heads are utilized.

BACKGROUND/SITE HISTORY

The application is for an 89+/- acre parcel which is in the process of being annexed into the City. The proposed zoning map amendment will designate the subject parcels with the most comparable City of Palm Coast zoning designation compared to the existing zoning designation.

Currently, the subject property has a Flagler County zoning designation of Planned Unit Development (PUD) known as Marina Village PUD. The proposed action will designate the subject property as Master Planned Development (MPD) – to be known as Marina Village or Lighthouse Harbor MPD.

Marina Village PUD was approved by the Flagler County Board of County Commissioners (BOCC) by Ordinance # 2006-19 and amended by Ordinance #2008-35. In 2013, the BOCC granted the PUD a time extension for completion by Dec. 15, 2022.

Planning and Land Development Regulation Board Meeting.

The Planning and Land Development Regulation Board held a public hearing on January 16, 2019 and recommended approval of the proposed amendment. There were no comments from the public.

LAND USE AND ZONING INFORMATION**Surrounding Future Land Use Map Designation:**

North: Mixed Use

South: Mixed Use

East: Industrial (Flagler County)

West: Conservation (City of Palm Coast) – Graham Swamp Preservation Area

Surrounding Zoning Designation:

North: Master Planned Development

South: Master Planned Development

East: Industrial (Flagler County)

West: Preservation (City of Palm Coast)

Surrounding Property Existing Uses:

North: Vacant – Marina Del Palma MPD (Mixed Use Development)

South: Vacant – Colbert Preserve/Roberts Pointe MPD (Mixed Use development)

East: former Sea Ray boat factory

West: Preservation area – Graham Swamp Preservation Area

Consistency of Proposed Zoning Designation with Surrounding Properties

The proposed zoning designation of Master Planned Development which includes residential and non-residential development is generally consistent with the surrounding uses. The subject parcel on the eastside of Colbert Lane is adjacent to Master Planned Development (MPD) zoning to the north and south and Industrial to the east. The subject properties on the westside of Colbert Lane abut General Commercial to the south and Preservation to the west (the areas zoned Preservation are part of the Graham Swamp Conservation Area). The buffer requirements will provide an appropriate transition between the subject parcel and the preservation areas. There are small parcels with remnant designation of Flagler County Agriculture.

Overall, the proposed designation is generally consistent with other similarly situated parcels in the area and will not provide for uses that are not already allowable in the vicinity.

COMPARISON OF SITE DEVELOPMENT REQUIREMENTS:

The following section provides a summary comparison of site development standards between the existing zoning and proposed zoning.

Residential Development Standards

The proposed MPD Development Agreement will reduce the minimum lot size and setback requirements for SFR-M development areas within the MPD. The reduced lot size provides an opportunity to offer a housing product which is atypical from the usual 1200 sq. ft. minimum home found through most of Palm Coast. The opportunity for a smaller home size is consistent with Comprehensive Plan Policy 3.4.1.1 which reads:

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

SFR-M Site Development Requirements

<u>Type</u>	<u>Single-Family (Proposed)</u>	<u>Single-Family (Current -PUD)</u>
Min. Lot Width	30'	40'
Min. Lot Depth	100'	120'
Min. Lot Size (SF)	3,000	4,800
Min. Side Setback	5'	5'
Min. Street-Side Setback	15'	20'
Min. Front Setback	20'	35'
Max. Bldg. Height	35'	35'
Min. Rear Setback	10'	20'
Max. Impervious Surface Ratio	80%	70%
Minimum Living Area (sq.ft.)	1,000	1,200

The development standards for MFR-M will remain the same as in the approved PUD. (Standards provided below)

MFR-M Site Development Requirements – Marina

<u>Type</u>	<u>Multi-Family</u>	<u>Townhome</u>	<u>Multi-Family Yacht Club</u>
Min. Distance Between Buildings	40'	16'	20'
Min. Setback to Water	25'	20'	10'
Max. Bldg. Height	95'	35'	95'
Min. Setback to Property Line	50'	5'	10'
Min. Lot Size (SF)	N/A	2,500 sf	N/A
Max. Impervious Surface Ratio	80%	80%	80%

Non-Residential Standards

The proposed MPD Development Agreement will amend the development standards for non-residential uses as provided below. The proposed MPD will use regulations for the City of Palm Coast, General Commercial (COM-2) zoning district. The total sq. ft. of non-residential development in the MPD will remain at 160,000 sq. ft.

<u>Criteria</u>	<u>COM-2 (Proposed)</u>	<u>PUD (Current)</u>
Distance b/t Buildings	N/A	40'
Min. Dist. To Water	N/A	20'
Min. Bldg. Height	N/A	See Section 4.7
Max. Bld. Height	100'	75'/35'
Min. Distance to Property Line	10' to 25' (depending on road classification)	3'
Lot Size Min. (SF)	20,000	N/A

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

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

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

Staff Finding: The proposed development is not in conflict with, or contrary to, the public interest. The subject property has existing entitlements governed by the Marina Village PUD. The proposed Development Agreement has the potential to increase the number of residential units (from 511 to 740) as represented in the Conceptual Master Plan Overlay Map. As graphically presented in the Overlay Map, an increase in the number of units on the eastside parcel will result in decrease in boat storage area and other non-residential uses. Additional impacts to public facilities and infrastructure will be further reviewed as part of a site plan or plat approval.

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

Staff Finding: The proposed amendment to the MPD agreement is consistent with the Comprehensive Plan objectives and policies identified below. Additionally, the proposed increase in density 8.2 dwelling units/acre (740 d.u./89.5 acres) is consistent with the maximum density for properties designated as Mixed Use (15 d.u./acre).

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

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

Consistent with Objective 1.1.4 and Policy 1.1.4.5, the subject parcel is contiguous to the developing areas of the City and does not promote urban sprawl. Utility lines are available within proximity of the site and finally, the proposed development on the parcel will appropriately occur on a parcel with direct access to an arterial (Colbert Lane) and therefore, will minimize significant impacts on the local roads.

Objective 3.4.1 – Diversity in Housing Opportunities

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

Consistent with Objective 3.4.1 and Policy 3.4.1.1, the subject MPD provides an opportunity to diversify the housing opportunities in the City of Palm Coast.

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

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

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

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

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

Staff Finding: The rezoning request would not affect any requirements imposed by Federal, State or local government. Any proposed project on the subject properties would still be subject to review by the appropriate Federal, State, or local agencies and compliance with all applicable federal, state or local government laws, rules, statutes, ordinances, regulations or codes. Additionally, the companion Future Land Use Map (FLUM) amendment for the subject properties will be transmitted to the state land planning agency for review and comment by the applicable review agencies (Flagler County, Northeast Florida Regional Council, Dept. of Economic Opportunity, Florida Dept. of Transportation, Florida Dept. of State, St. Johns River Water Management District, & Dept. of Environmental Protection).

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

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

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

B. Its impact upon the environment and natural resources;

Staff Finding: The proposed rezoning will not increase the development area of the subject property. Therefore, there will be no additional impact on the environment and natural resources as a result of the rezoning.

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

Staff Finding: The proposed rezoning of the property does not negatively impact the economy of the surrounding area. The MPD agreement protects the existing entitlements on the site to provide single-family, multi-family residential along with a marina and commercial uses. The marina component of the development may provide opportunities not typically available with development with no waterfront component.

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

Staff Finding: The subject property is currently within the existing service area of the City of Palm Coast (water and sewer service). The project developer will need to coordinate with utility providers (City of Palm Coast) to determine the availability of capacity (water and sewer) to serve the project during the site plan/plat approval phase.

Furthermore, as the project moves forward, the applicant for development will be required to provide a traffic study to identify impacts on the roadway network as well as identify any transportation improvement that may be necessary to maintain the appropriate roadway level of service.

Finally, the project developer will also need to coordinate with the Flagler County School District to ensure adequate school capacity to accommodate the impacts of the proposed development.

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

Staff Finding: The annexation of the subject property into the City of Palm Coast necessitates the zoning map amendment, as well as the companion Future Land Use Map amendment.

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

Staff Finding: The proposed amendment to the Development Agreement will not create an incompatibility with uses and development patterns in the proximate area. Therefore, the amendment will not cause a potential threat to the health, safety, and welfare of the surrounding residents.

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

Staff Finding: Yes, the development is in an underutilized property which was the site of an abandoned cement plant. The proposed rezoning will provide the landowner to move forward with development of the site under the development standards and conditions established by the proposed MPD development agreement.

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

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

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

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

Staff Finding: The application is generally consistent with the intent of the LDC. The development standards proposed in the MPD are generally consistent with the standards established for development of a similar nature in the vicinity (i.e. Marina Del Palma MPD-to the north and Colbert Preserve/Roberts Pointe MPD-to the south).

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

Staff Finding: The application is generally consistent with the intent of the LDC. The development standards proposed in the MPD are generally consistent with the standards established for development of a similar nature in the vicinity (i.e. Marina Del Palma MPD and Colbert Preserve/Roberts Pointe MPD).

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

Staff Finding: See previous finding.

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 that there is adequate public infrastructure capacity to serve the development. Other infrastructure or public service needs such as schools will be reviewed in more detail as development progresses. Finally, the development plan has identified locations to accommodate stormwater ponds.

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

Staff Finding: The application does not propose to have development phases. Although, based on the development of a "Tract" map, the project may be implemented in phases.

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

Staff Finding: The subject property is located and will have primary access from an arterial (Colbert Lane). There is currently adequate capacity to accommodate the proposed development. As previously stated, as the proposed project moves forward, a more in-depth traffic study will need to be provided to determine the appropriate traffic operation improvements necessary to accommodate the project (i.e. traffic signals, turn-lanes, etc).

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

Staff Finding: The proposed MPD zoning and agreement are necessitated by the annexation of the property into the City of Palm Coast. The presence of waterfront access makes the parcel different from other lands in Palm Coast. The MPD zoning provides the flexibility to develop a mixed use project that takes advantage of the available waterfront access. The standard development requirements from the use of conventional zoning districts (SFR-2, MFR-2, COM-2, etc.) would have hindered the flexibility to create a mixed use project.

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

Staff Finding: The proposed development site is in a newly annexed area of the City of Palm Coast. The City recognizes the uses and development patterns established by the approved PUD agreement for the subject parcel. Staff further reviewed the consistency of the proposed MPD agreement with the City's Comprehensive Plan and LDC.

J. Impact upon the environment or natural resources.

Staff Finding: The proposed rezoning will not increase the development area of the subject property. Therefore, there will be no additional impact on the environment and natural resources as a result of the rezoning.

K. Impact on the economy of any affected area.

Staff Finding: As previously stated, the proposed rezoning of the property does not negatively impact the economy of the surrounding area. The MPD agreement protects the existing entitlements on the site to provide single-family, multi-family residential along with a marina and commercial uses. The marina component of the development may provide opportunities not typically available with development with no waterfront component.

PUBLIC PARTICIPATION

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

A neighborhood meeting was held on January 8, 2019 to provide an opportunity for neighboring property owners to receive information about the project.

RECOMMENDATION

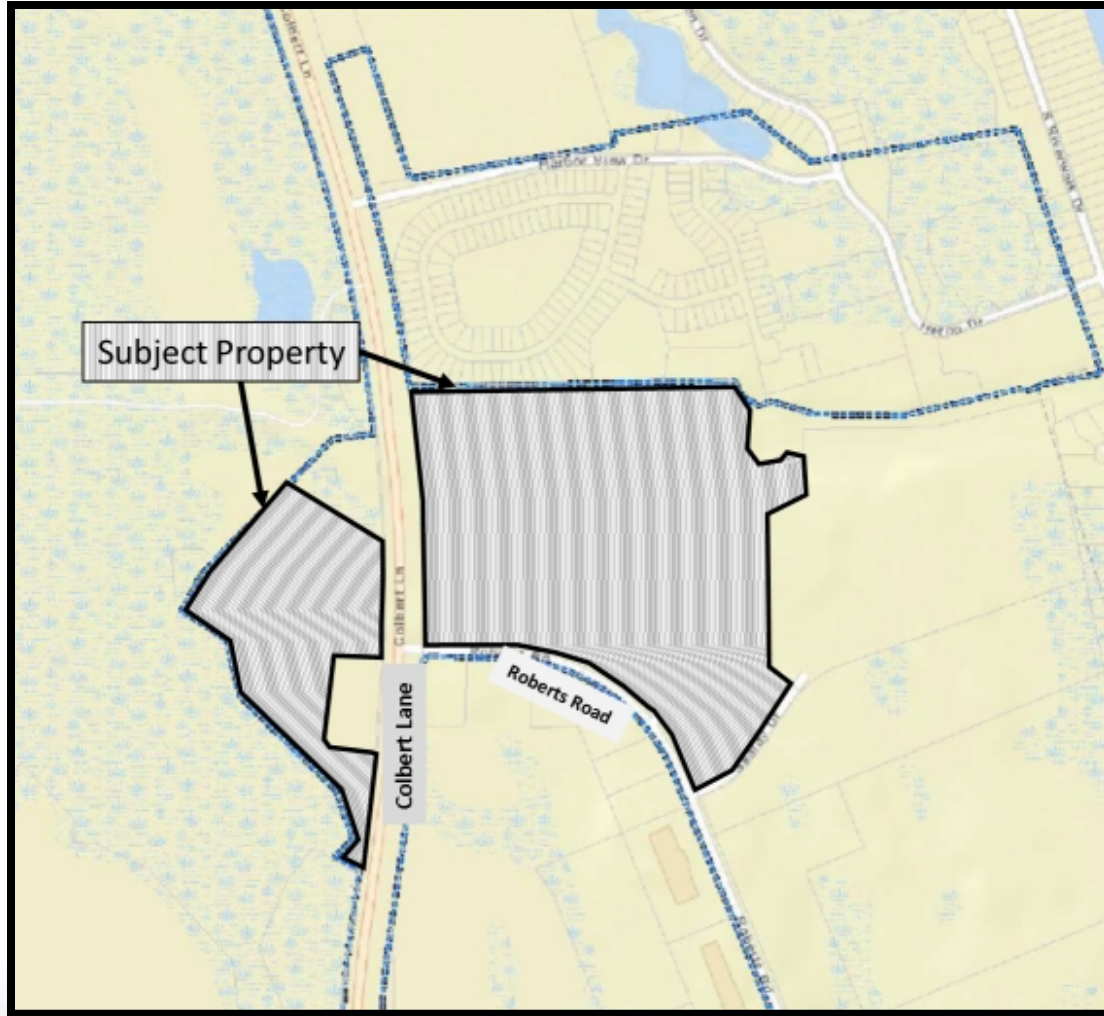
Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that the City Council APPROVE the proposed zoning map amendment and Development Agreement.



Marina Village (a/k/a Lighthouse Harbor) Future Land Use Map & Zoning Map Designation

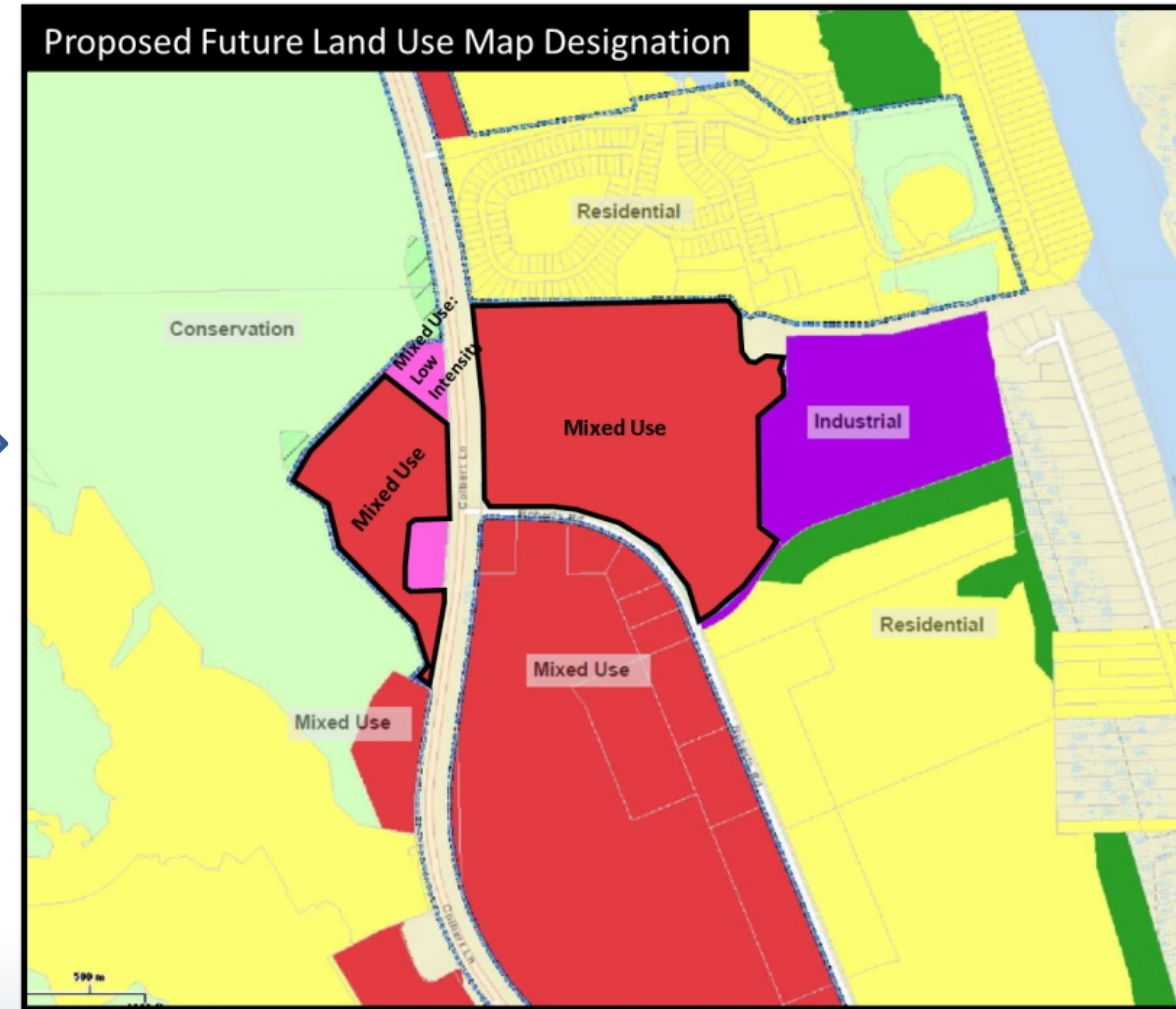
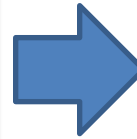
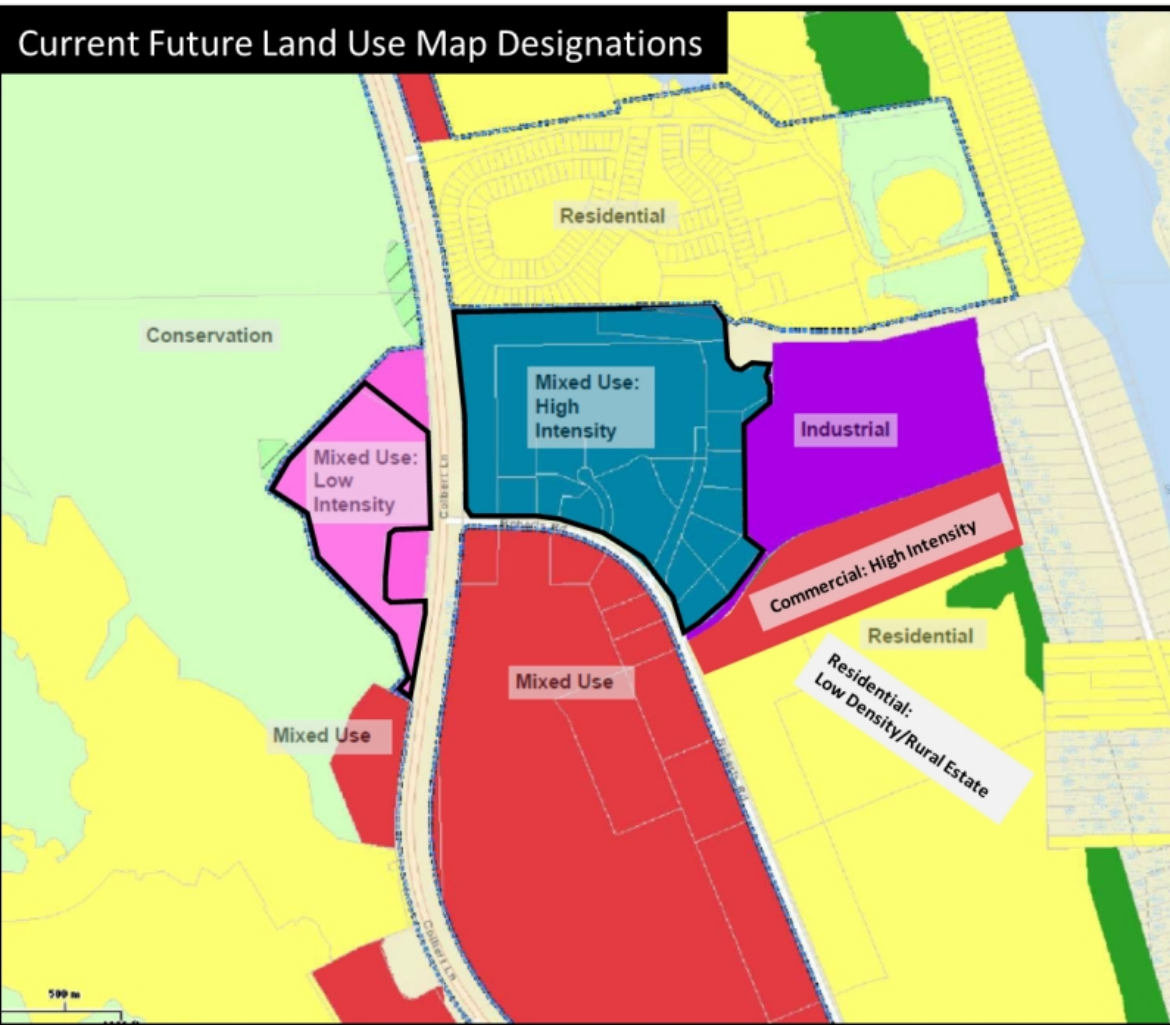
City Council 2nd Reading

MARINA VILLAGE – Background

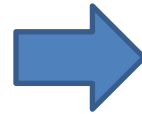
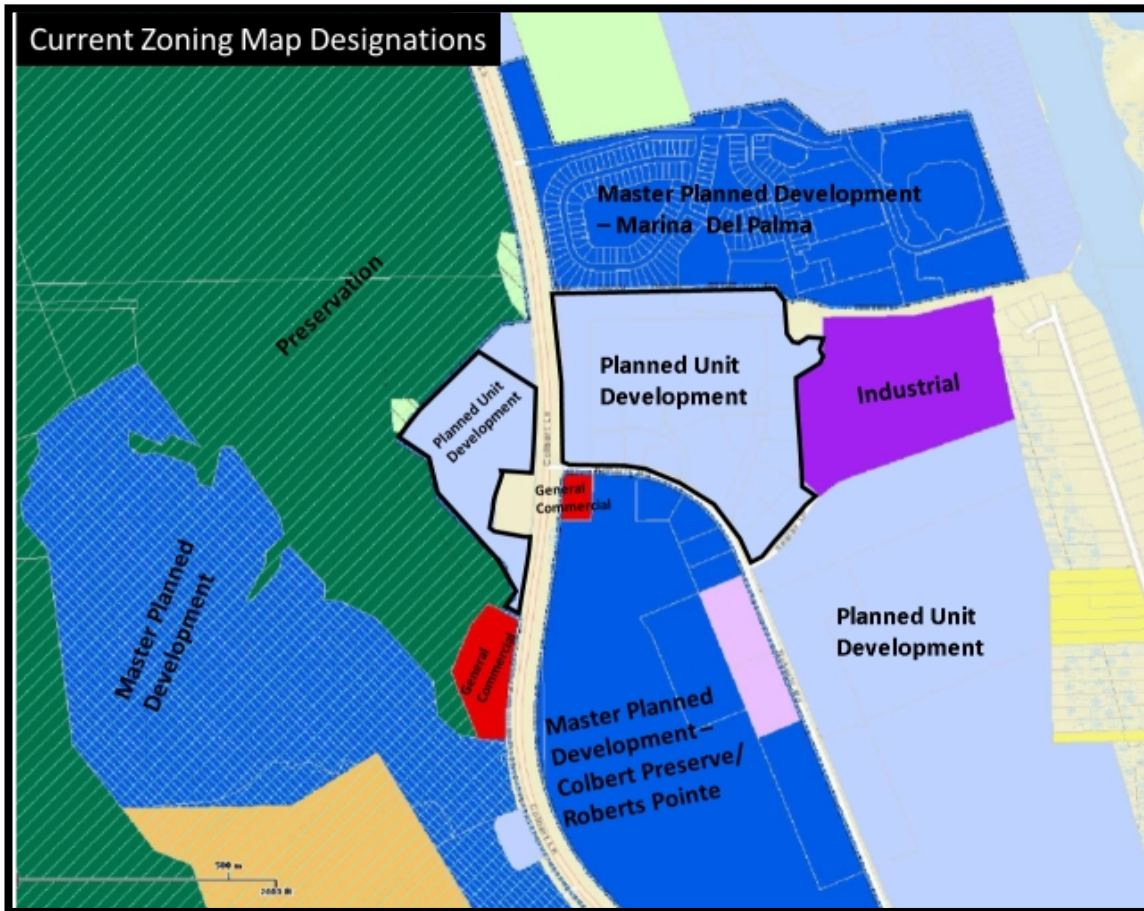


- 89+/- Acres
- New Annexation
- Future Land Use Map & Zoning Map Designation

MARINA VILLAGE – Proposed FLUM Designation



MARINA VILLAGE – Proposed Zoning Designation



MARINA VILLAGE – Updates since 1st Reading

FLUM Amendment - Transmitted to DEO and other state agencies

- No substantial comments
- No changes to proposed FLUM amendment

Lighthouse Harbor
Conceptual Master Plan

Water View Marina

200 UNITS

TRAIL VIEW PARK

RAILROAD AVENUE

WATERVIEW AVENUE

MULTIFAMILY CONDO 800 UNITS & Towns

LEGEND

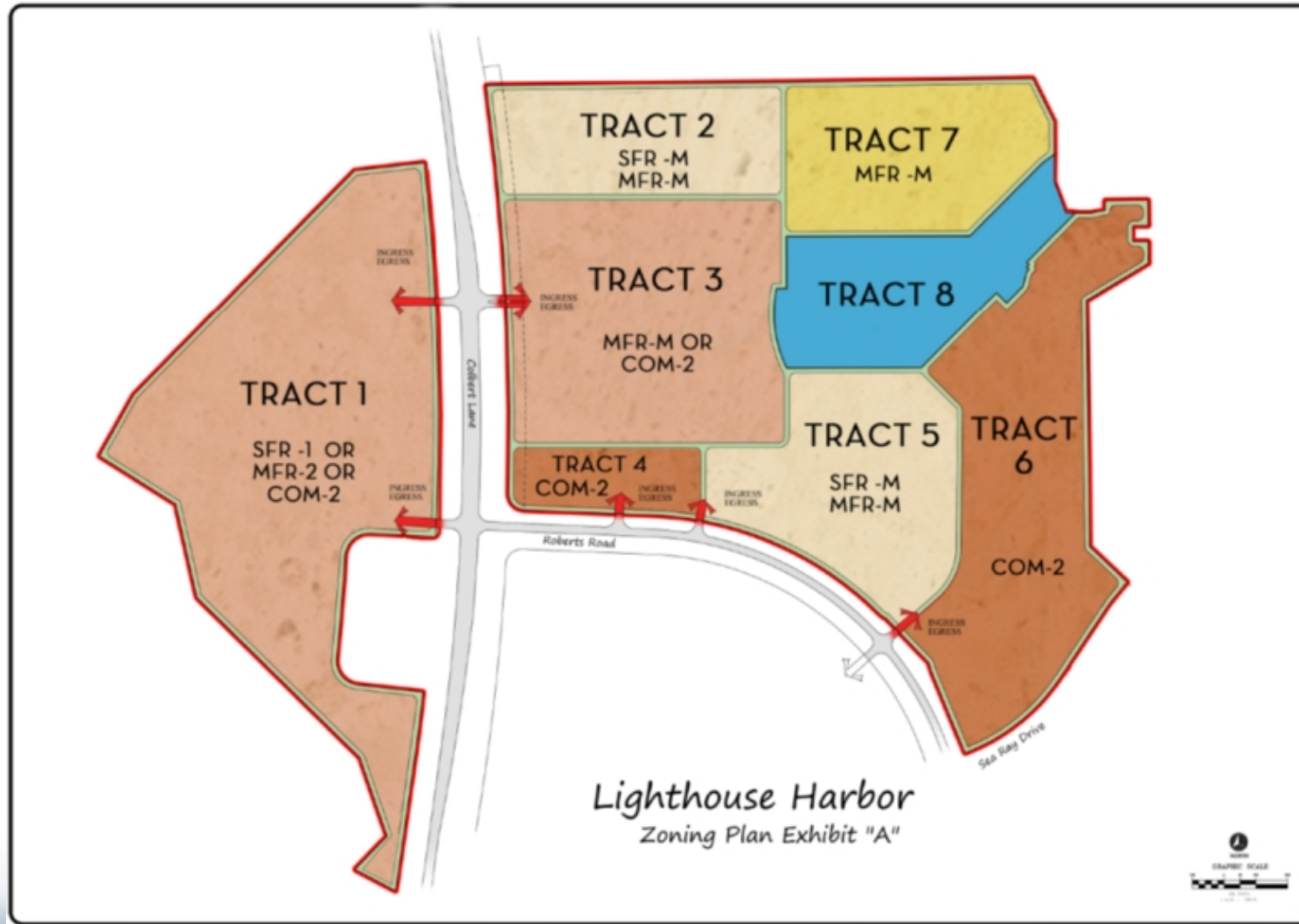
Single Family - 100 Units
Multi Family - 200 Units
Multi Family - 200 Units
Multi Family - 200 Units
TOTAL - 600 Units

Project: Lighthouse Harbor
Owner: Lighthouse Harbor
Architect: Lighthouse Harbor
Engineer: Lighthouse Harbor
Landscape Architect: Lighthouse Harbor
TOTAL - 600 Units

City of Lighthouse Harbor
City Clerk: Lighthouse Harbor
City Manager: Lighthouse Harbor
Mayor: Lighthouse Harbor

- Delete alternate conceptual master plan
- Delete multi-family units on Tract 6 (max. units decrease from 740 to 663),
- Clarify that dry storage is permitted on Tract 6,
- Increase buffer between Tract 6 and the Sea-Ray property from 10' to 20'

MARINA VILLAGE – Updates since 1st Reading



MARINA VILLAGE – Updates since 1st Reading

MPD Amendment – Clarification from 1st reading

- Wetland which was previous site of rookery will be left undeveloped,
- Additionally, the LDC requires submittal of listed species study as part of site plan or plat application

Marina Village

Staff and the PLDRB recommends Approval



Questions?



Seminole Woods Blvd.



Annexation Area
90.7 acres

City of Palm Coast, Florida

Agenda Item

Agenda Date : 05/07/2019

Department	PLANNING	Amount
Item Key	6345	Account
		#
Subject	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	
Background :	<p>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">- the proposed rezoning is consistent with the Comprehensive Plan,- the proposed rezoning does not negatively impact the existing public facilities,- 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. <p>PLDRB Public Hearing – April 17, 2019</p> <p>The 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>	
Recommended Action:	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 Sr100 And East Of Old Kings Rd.	

ORDINANCE NO. 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 6. 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 7th day of May 2019.

Adopted on the second reading after due public notice and hearing City of Palm Coast this ____ day of _____ 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK

Attachments:

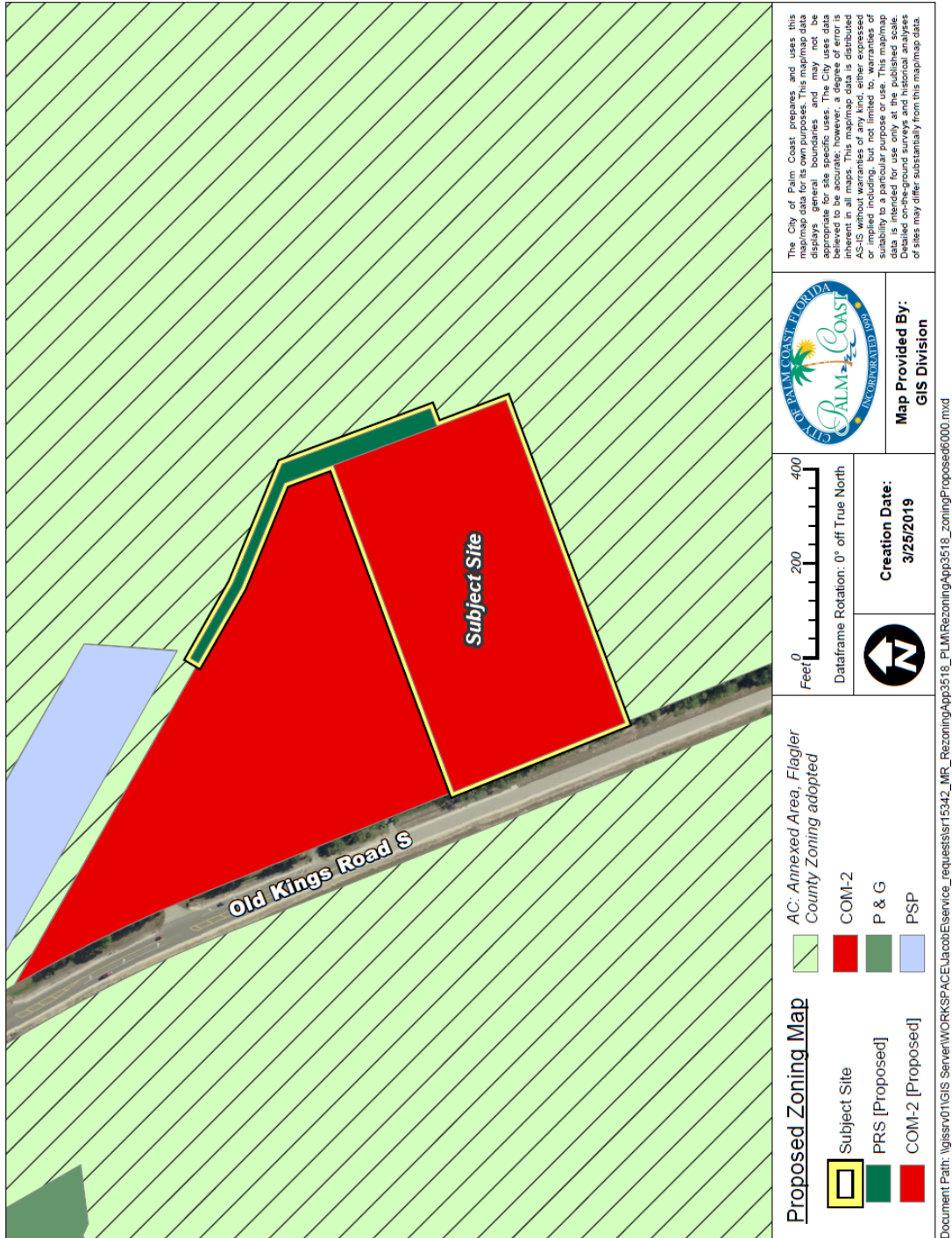
Exhibit “A” – Legal Description of property subject to Official Zoning Map amendment

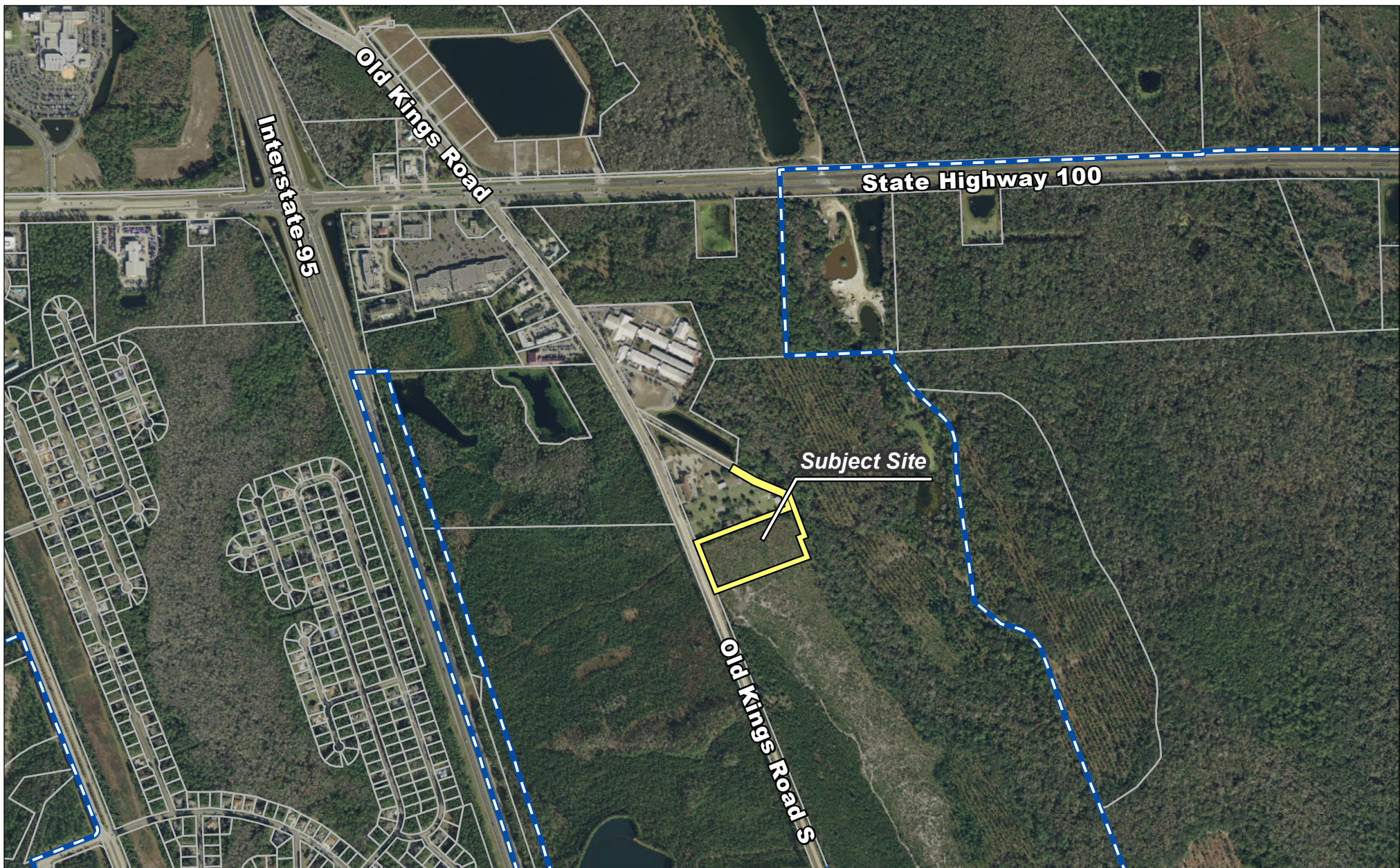
Exhibit “B” – Revised Official Zoning Map

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 S60°17'04"E, 182.72 FEET; THENCE S67°34'30"E, 273.32 FEET; THENCE S20°34'15"E, 335.30 FEET; THENCE S69°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 No. 2019-_____** **Revised Official Zoning Map**





Location Map (Zoomed-Out)



Subject Site

Feet 0 600 1,200

Dataframe Rotation: 0° off True North

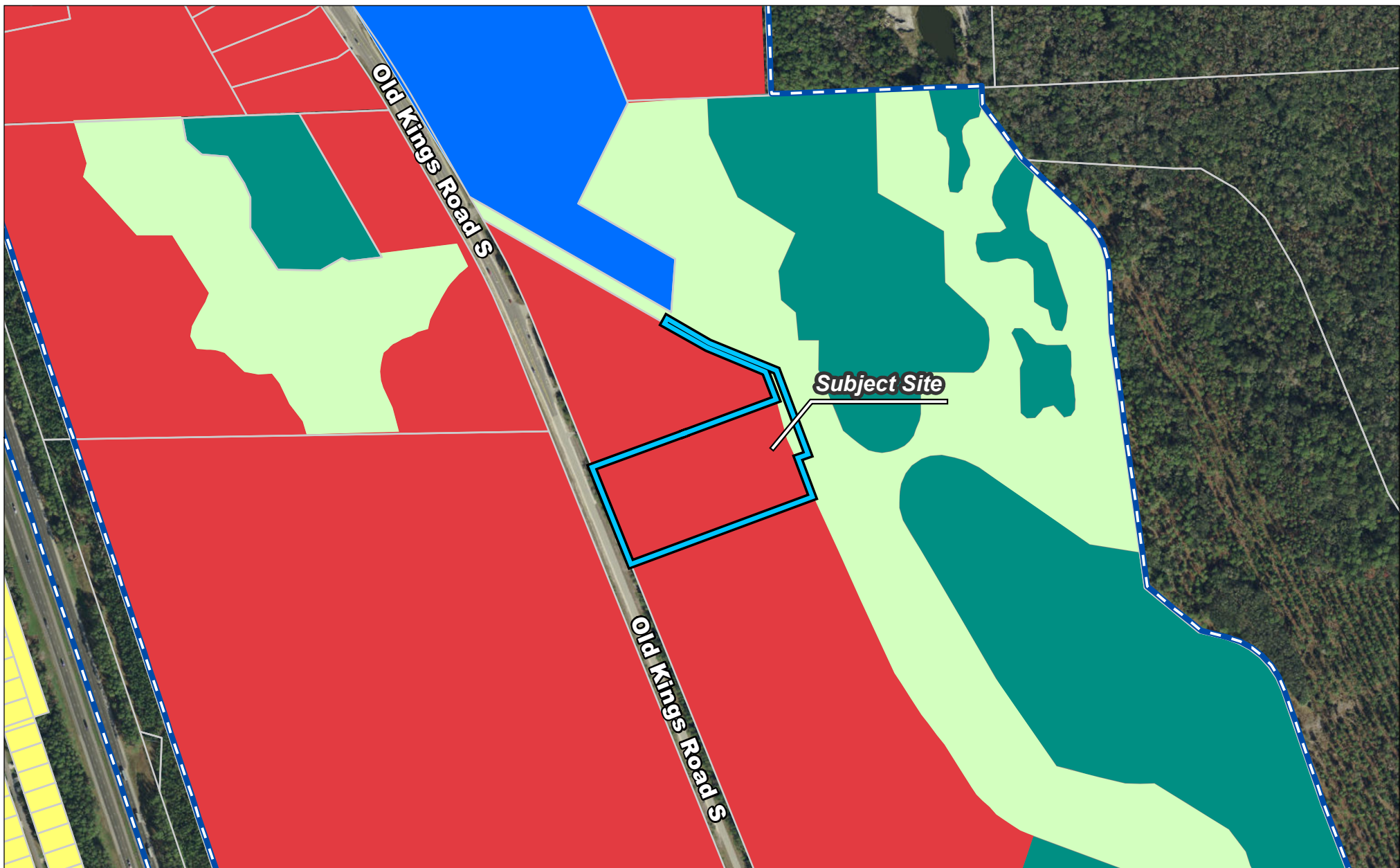


Creation Date:
3/22/2019









Map Provided By:
GIS Division

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Future Land Use Map

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

Feet 0 400 800

Dataframe Rotation: 0° off True North

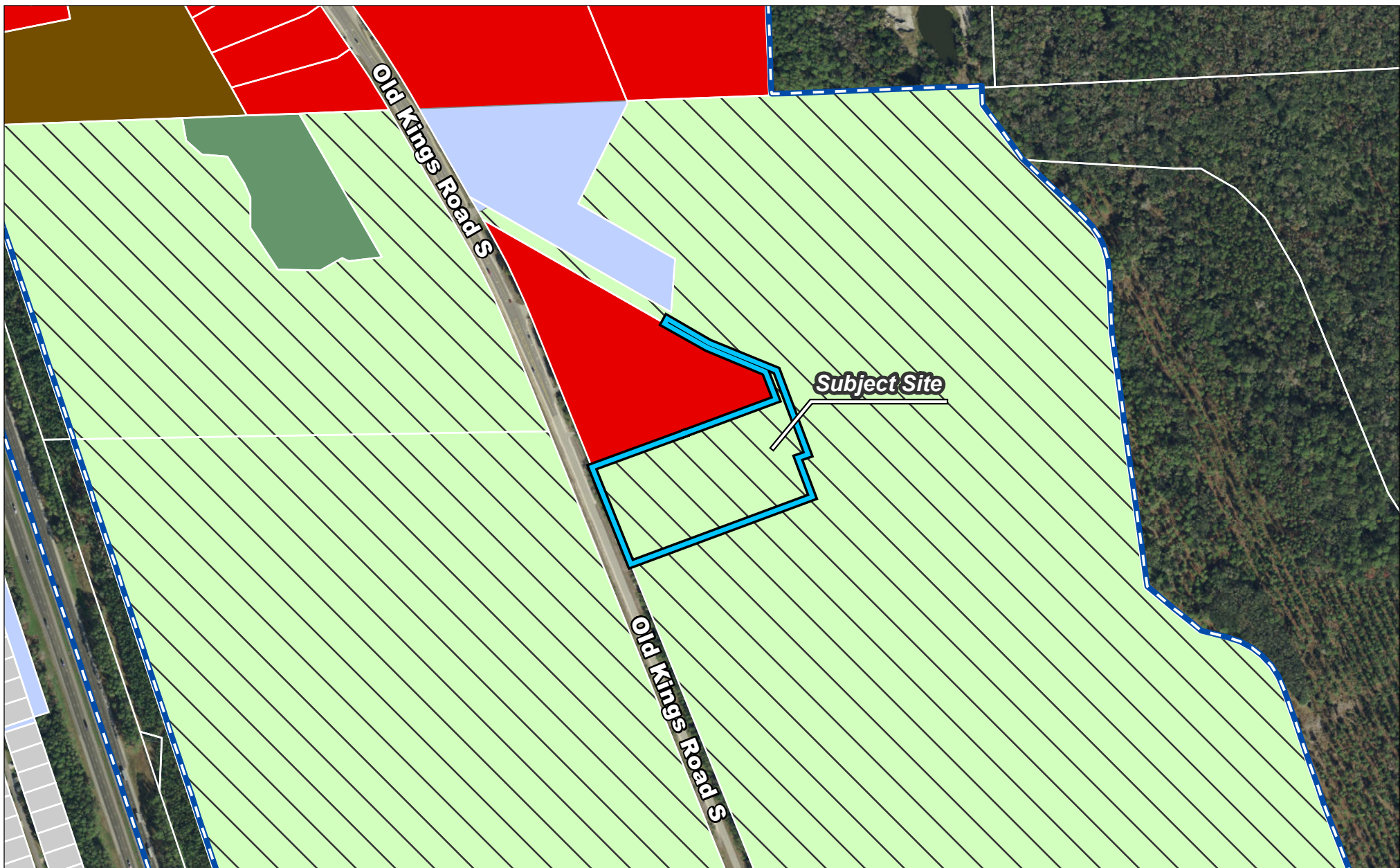


Creation Date:
3/22/2019



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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

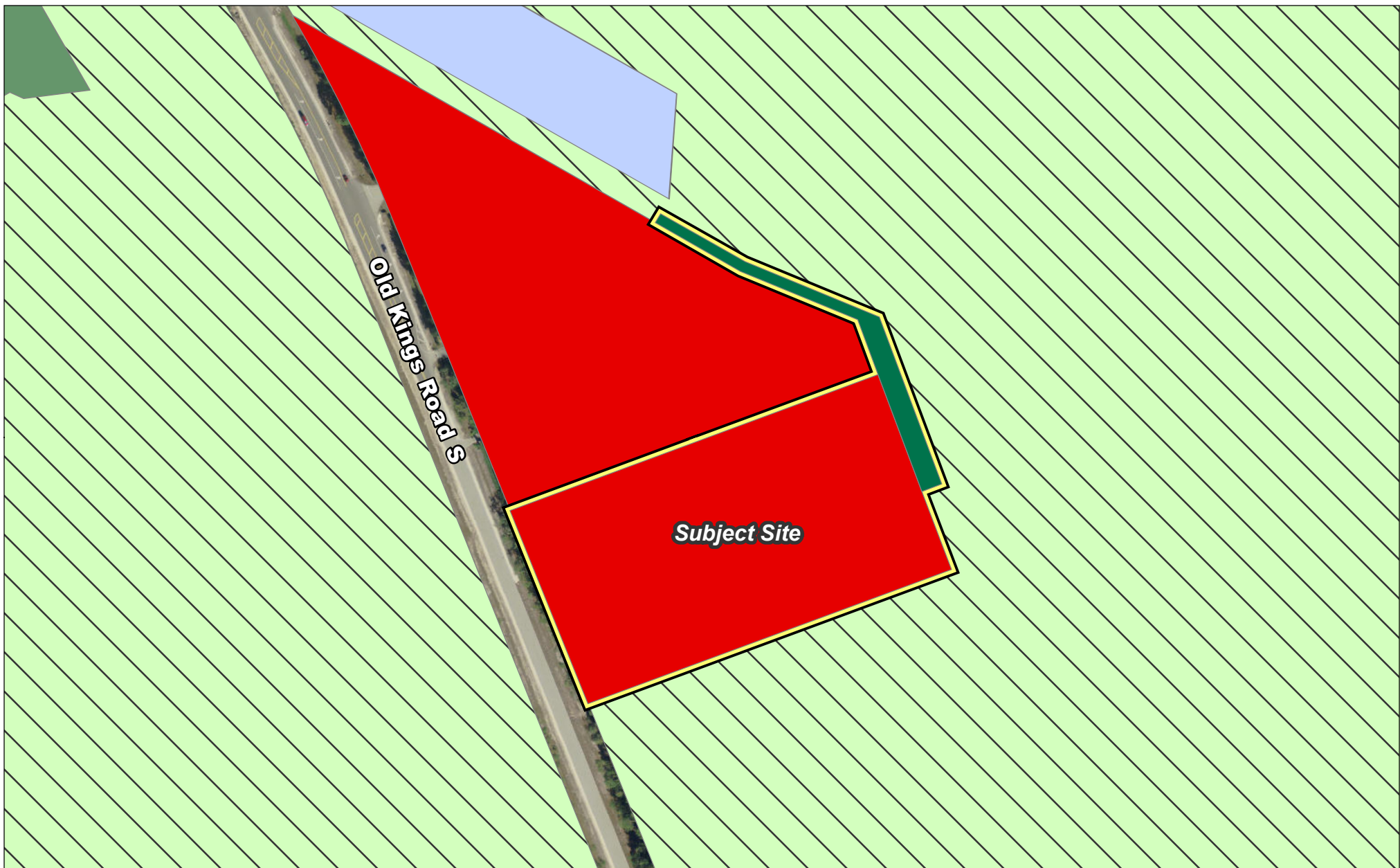


Creation Date:
3/22/2019



Map Provided By:
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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

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**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:**

CATEGORY:	EXISTING:	PROPOSED:
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

Criteria	COM-2 (Proposed)	Agriculture (Existing)
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).

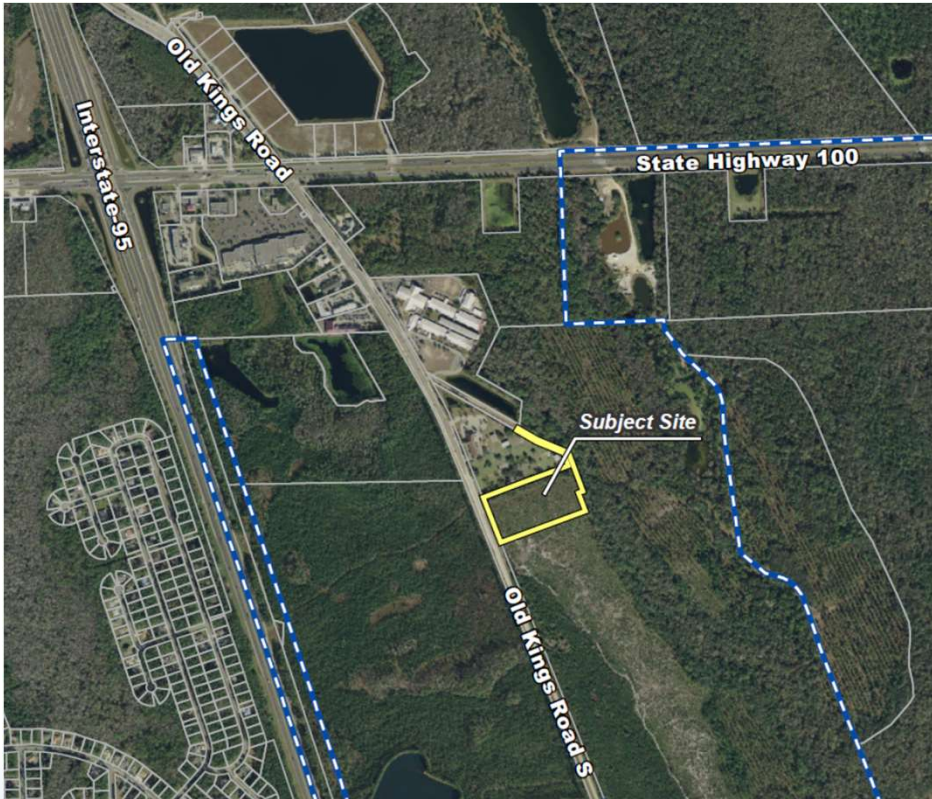
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Craig Flagler Palms Zoning Map Amendment (Rezoning)

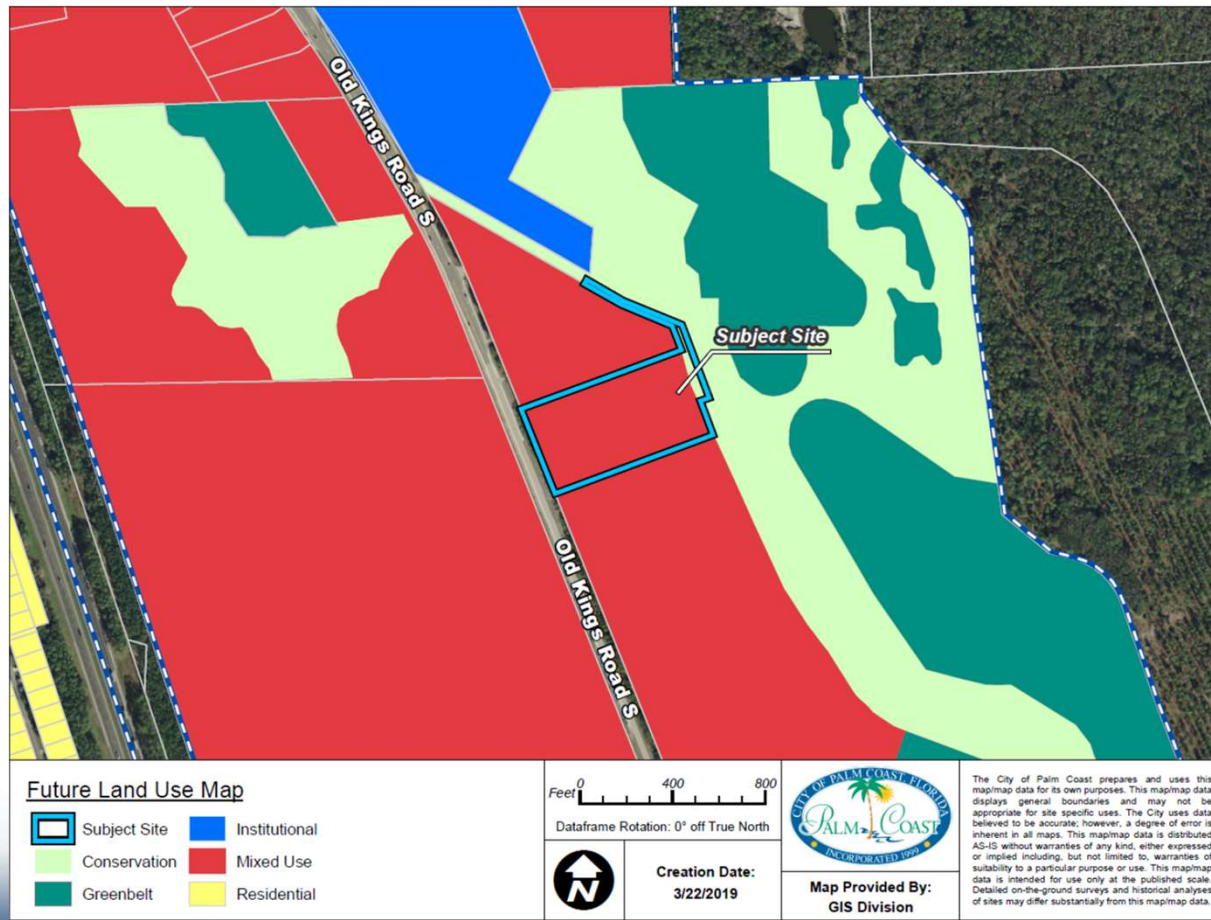
Find Your Florida

Craig Flagler Palms Expansion Rezoning– BACKGROUND



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

Craig Flagler Palms Expansion Rezoning– BACKGROUND

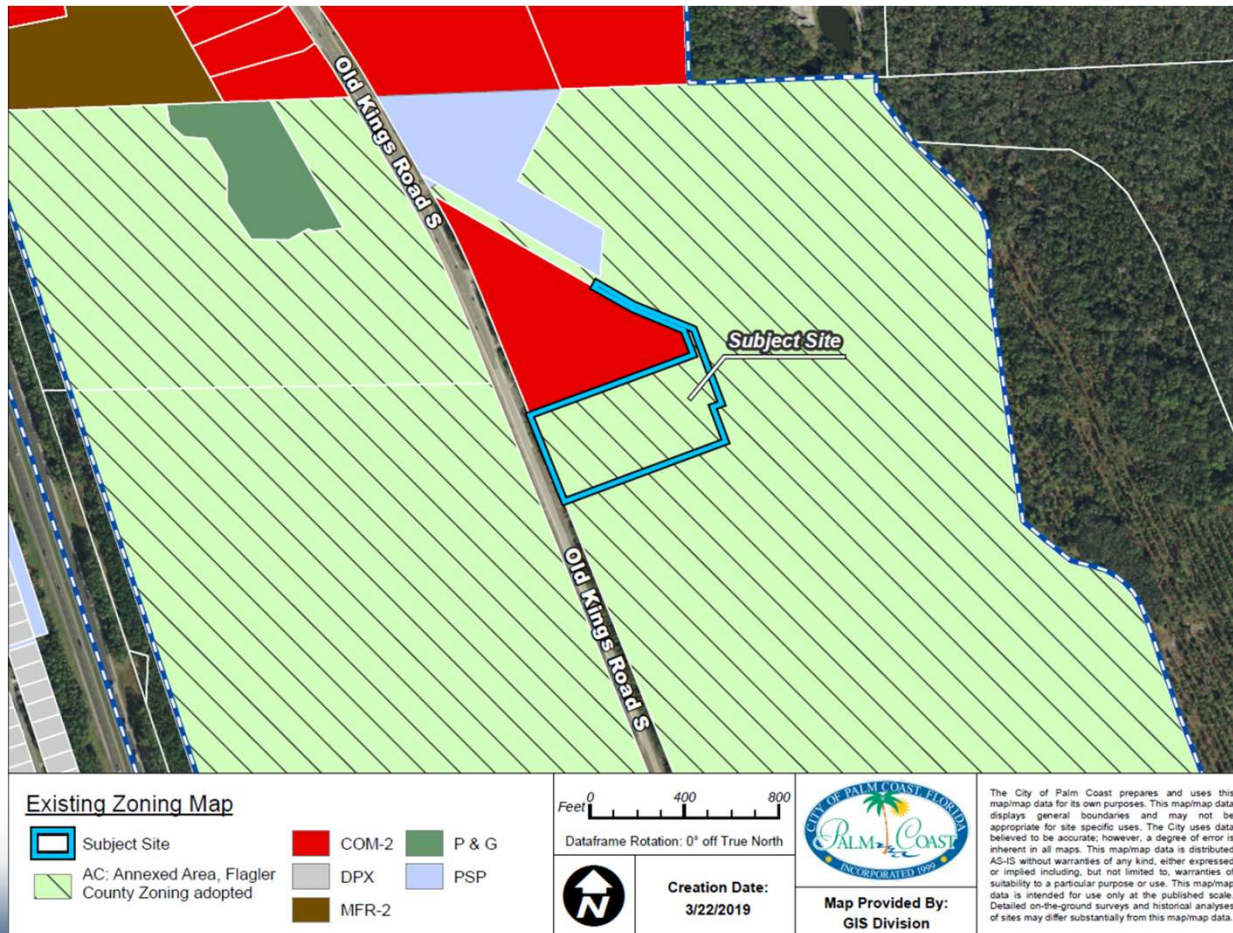


Future Land Use Map Designation

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



Craig Flagler Palms Expansion Rezoning– BACKGROUND

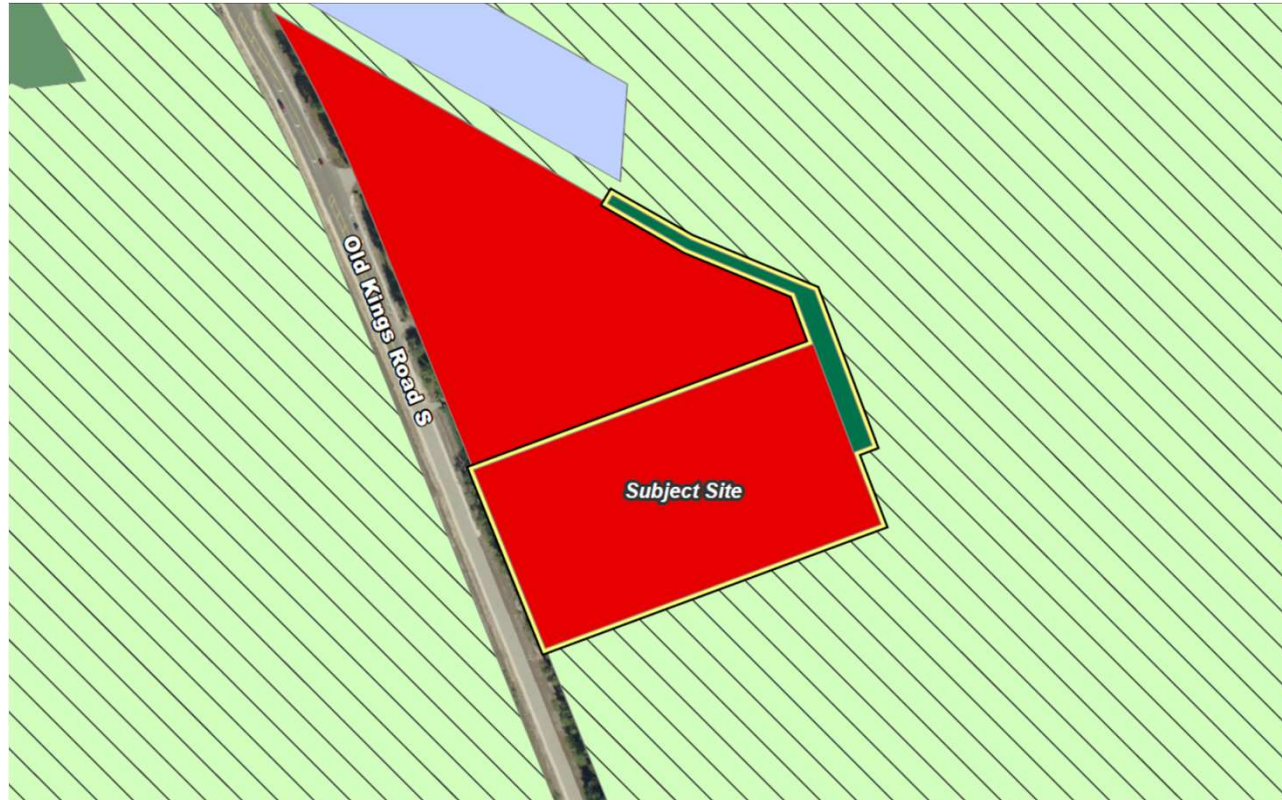


Existing Zoning Designation

- Agriculture - Flagler County Zoning District

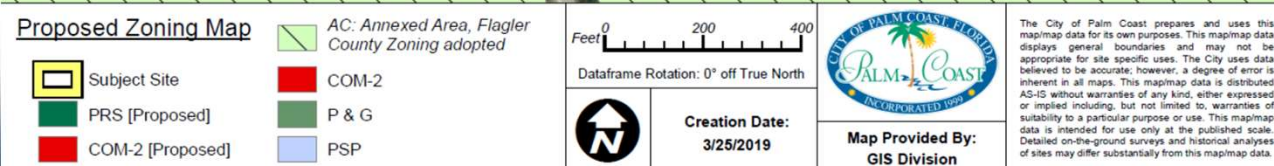


Craig Flagler Palms Expansion Rezoning– BACKGROUND



Proposed Zoning Designation

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



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

City of Palm Coast, Florida

Agenda Item

Agenda Date: 05/07/2019

Department	PLANNING	Amount
Item Key	6324	Account
Subject	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	
Background: <u>UPDATED BACKGROUND FROM THE APRIL 30, 2019 WORKSHOP</u> This item was heard at the April 30, 2019 Workshop. There were no changes suggested to this item.		
<u>ORIGINAL BACKGROUND TO THE APRIL 30, 2019 WORKSHOP</u> 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">• The property’s boundaries are contiguous to the City’s boundary.• The property is reasonably compact, is not part of another incorporated municipality and will be used for urban purposes.• The proposed annexation will not create an enclave.		
Recommended Action: 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 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.

CITY OF PALM COAST, FLORIDA

MILISSA HOLLAND, MAYOR

ATTEST:

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

William Reischmann Jr. Esq.
City Attorney

Exhibit A
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

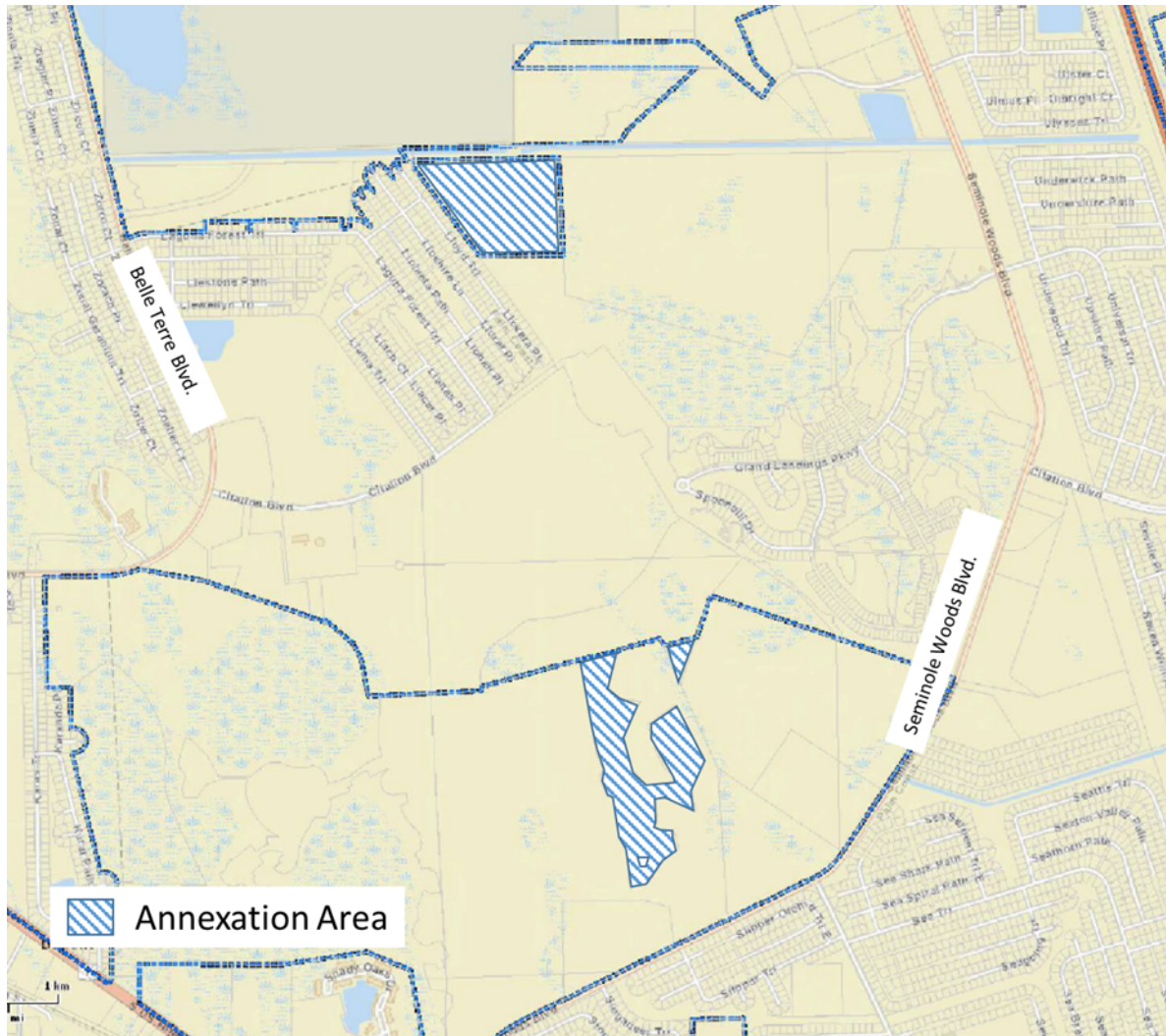
Parcel ID: 29-12-31-0000-01010-0020 (a portion of) & 29-12-31-0000-01010-0023 (a portion of)

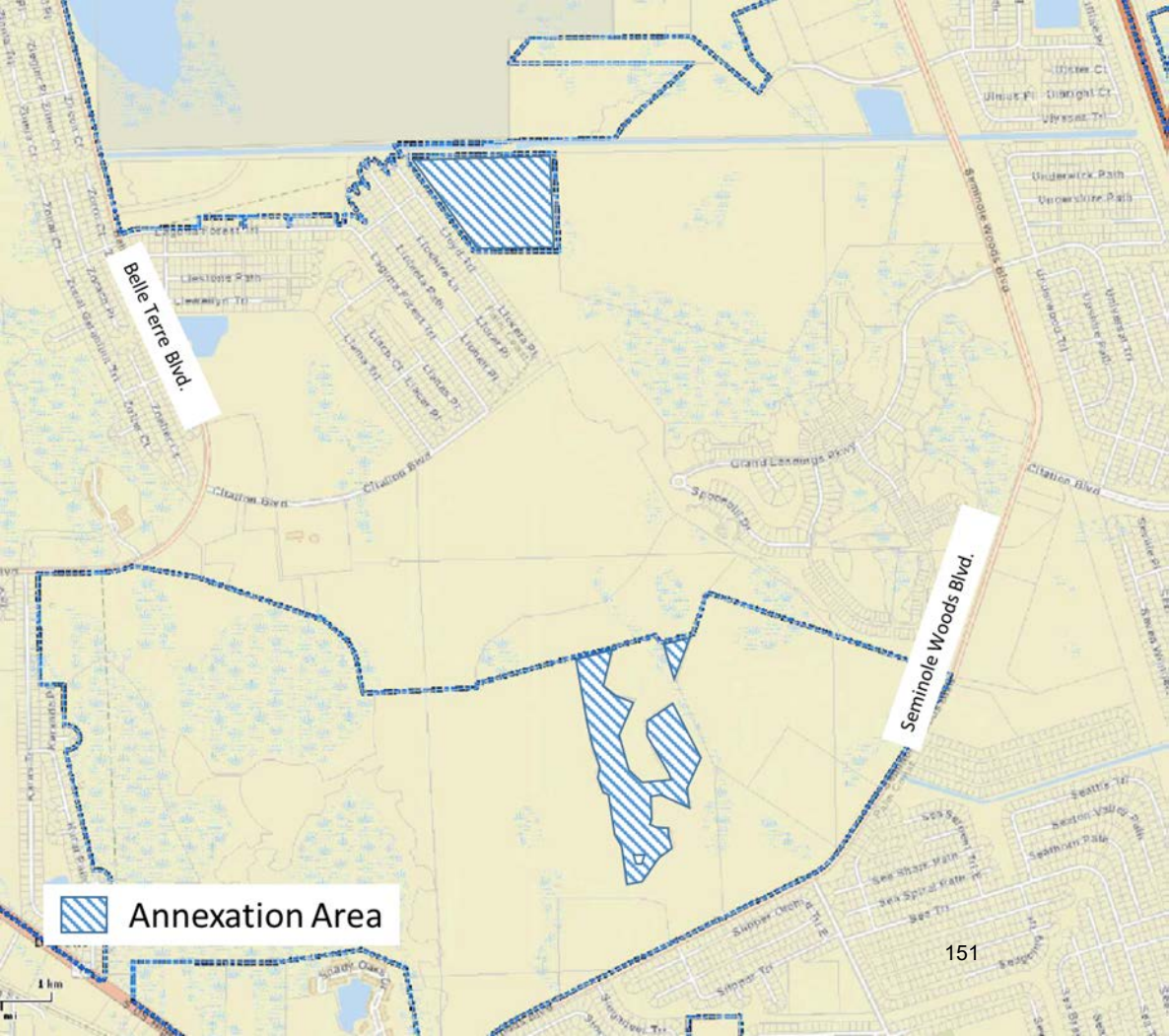
PART OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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





Belle Terre Blvd.

Seminole Woods Blvd.



Annexation Area

City of Palm Coast, Florida

Agenda Item

Agenda Date: 05/07/2019

Department	Stormwater & Engineering	Amount	\$975,000.00 (not to exceed)
Item Key		Account	43000099-063000-59003
Subject	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		
Background: <u>UPDATED BACKGROUND FROM THE APRIL 30, 2019 WORKSHOP</u> This item was heard at the April 30, 2019 Workshop. During discussion, City Councilmember Branquinho raised concerns with the City’s ability to safely maintain the larger fire trucks. Following the meeting, City staff met with Councilmember Branquinho and developed an option to use one of the bays Fire Station #25 to maintain the larger fire trucks. In addition, this option will provide another bay for fleet management to use in its operations. City staff have incorporated this option into the presentation. The additional costs for this option will be addressed using funds available in the Fleet Fund. City Council also discussed the possibility of using reserves to help accelerate the Public Works Facility Master Plan. At this time, City staff recommend proceeding forward with the immediate changes as contemplated and discussing the possibility of using reserves during the upcoming budget process in the coming weeks. During the budget process, City Council would have the complete picture of priorities and funding needs (e.g. street maintenance funding shortfall). As an alternative, reserves may be used to ensure the project remains on the project schedule, since the project is dependent on cost-share funding from Utility and Stormwater. As another alternative, the reserves could be used for additional improvements, although it’s unlikely these improvements would remain once the ultimate Public Works Facility is completed. <u>ORIGINAL BACKGROUND TO THE APRIL 30, 2019 WORKSHOP</u> The existing Public Works Facility was turned over to the City, by Flagler County in 1999. During the past 18 years, the City has operated in this facility making minor improvements to address immediate needs and deficiencies. Currently, this facility lacks sufficient storage and maintenance capabilities that need to be addressed in a safe and efficient manner to meet the growing needs of the City of Palm Coast. Some of the current deficiencies include: inadequate parking and material storage areas, aging buildings with structural deficiencies, and inadequate fleet mechanics’ bays that do not provide adequate space for the servicing of much of the City’s larger work trucks, heavy equipment, and fire apparatus. The existing Public Works facility does not meet current operational needs and is deficient in safety, technology, capacity, traffic flow, and workflow. In order to continue providing a high level of service to our residents and address current and future needs of the community, a new Public Works facility is needed. The work performed by our Public Works crews impacts every resident, visitor, and employee of the City. An appropriate facility is the core need for staff to be able to function with maximum productivity. City Council conducted a site visit to the current Public Works facility in 2016. Council determined that the current facility underserves the needs of Public Works, and approved a “needs analysis” to be conducted. Public Works mainly operates from the approximate 10 acre parcel along US-1. In an effort to continue providing services in a safe and efficient manner to the residents of Palm Coast, the City had a Master Plan Study completed. The Facilities Master Plan included an analysis of current			

and projected needs based on the anticipated future demands of a growing community. Anticipating and addressing future, as well as current, community demands is part of the strategy to ensure that the expected levels of service necessary to properly maintain the City facility and public assets; such as parks, community centers, rights-of-ways, City fleet and equipment, and to ensure response to emergency/disaster situations will continue to be met in the future and occur without additional risk to employees. The Facilities Master Plan helps ensure that such improvements can be implemented in a fiscally responsible manner. The “needs analysis” was prepared and presented to Council in FY16.

The Master Plan Study was presented to City Council in FY17. During the completion of the Public Works Facilities Master Plan, various alternatives were developed for the expansion of the facility. The alternative to expand the facility on contiguous lands on the southern boundary provided the most flexibility for future expansion and the option recommended and selected by City Council. After discussion with the adjacent property owner, Palm Coast Land, LLC, a land exchange agreement was crafted 50 exchange 5 acres of City-owned property for approximately 6 acres of property owned by Palm Coast Land, LLC. City Council approved of this property exchange and the closing of this land swap has occurred.

On October 9, 2018 and October 16, 2018, City funding options were presented to City Council utilizing new revenue sources. City Council tabled the item relating to implementing Ordinances to fund the Public Works project and requested city staff investigate phasing the public works facility project and look into alternative funding sources. In December, City Council requested an update on the public works facility options and requested staff investigate any temporary measures to improve working conditions for Public Works employees. On January 29, 2019, City staff presented a project phasing and funding update using existing and new revenue sources. City Council direction staff to review funding options to expedite the project. On March 26, 2019, during the 10-Year CIP annual update, staff identified the ability to expedite the project by utilizing enterprise funds (Utility, Building, and Stormwater) to fund their share of the project.

This item is to present an update of the phasing plan and to obtain approval in the not-to-exceed amount of \$975,000.00 for expenses related to the current proposed city facility improvements (immediate needs) associated with the Public Works & Stormwater Facilities at 1 Wellfield Grade and 22/24 Utility Drive. City staff is continuing to look for opportunities to further advance the next phases of the Public Works Facility Masterplan and will provide an update during the 5 Year CIP presentation as part of the upcoming budget process.

SOURCE OF FUNDS WORKSHEET FY 2019

Capital Projects Fund- 43000099-063000-59003

Total Expenses/Encumbered to date	\$
Pending Work Orders/Contracts	\$
Current Contract	<u>\$975,000.00</u>
Balance	\$ 0.00

Recommended Action :

Adopt 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.

RESOLUTION 2019-____
PURCHASE OF MATERIALS, EQUIPMENT, DESIGN & CONSTRUCTION
SERVICES AND RELATED EXPENSES FOR PHASING IMPROVEMENTS AT
CITY FACILITIES-1 WELLFIELD GRADE & 22/24 UTILITY DRIVE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AUTHORIZING THE PURCHASE OF MATERIALS, EQUIPMENT, DESIGN & CONSTRUCTION SERVICES AND RELATED EXPENSES IN AN AMOUNT NOT-TO-EXCEED \$975,000.00 FOR CITY FACILITY IMPROVEMENTS AT 1 WELLFIELD GRADE & 22/24 UTILITY DRIVE; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE NECESSARY DOCUMENTS; ENTER INTO AGREEMENTS WITH VENDORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast desires to purchase materials, equipment, and related expense to make construction improvements at 1 Wellfield Grade and 22/24 Utility Drive utilizing in-house staff and vendors, in an amount not-to-exceed \$975,000.00; and

WHEREAS, the City of Palm Coast desires to enter into agreements with various vendors; and

WHEREAS, the City Council of the City of Palm Coast desires to approve the expenses and improvements referred to above.

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

SECTION 1. APPROVAL OF PURCHASES & CONTRACTS. The City Council of the City of Palm Coast hereby approves purchasing materials and associated expenses as well as contracts with vendors for improvements at 1 Wellfield Grade and 22/24 Utility Drive, in an amount not-to-exceed \$975,000.00.

SECTION 2. AUTHORIZATION TO NEGOTIATE AND EXECUTE CONTRACTS/PURCHASE AGREEMENTS. The City Manager, or designee, is hereby authorized to negotiate any related contracts and purchase agreements relating to the phasing improvements for 1 Wellfield Grade and 22/24 Utility Drive as stated above.

SECTION 3. SEVERABILITY. If any section or portion 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 7th 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

PUBLIC WORKS MASTER PLAN

May 7, 2019 Update

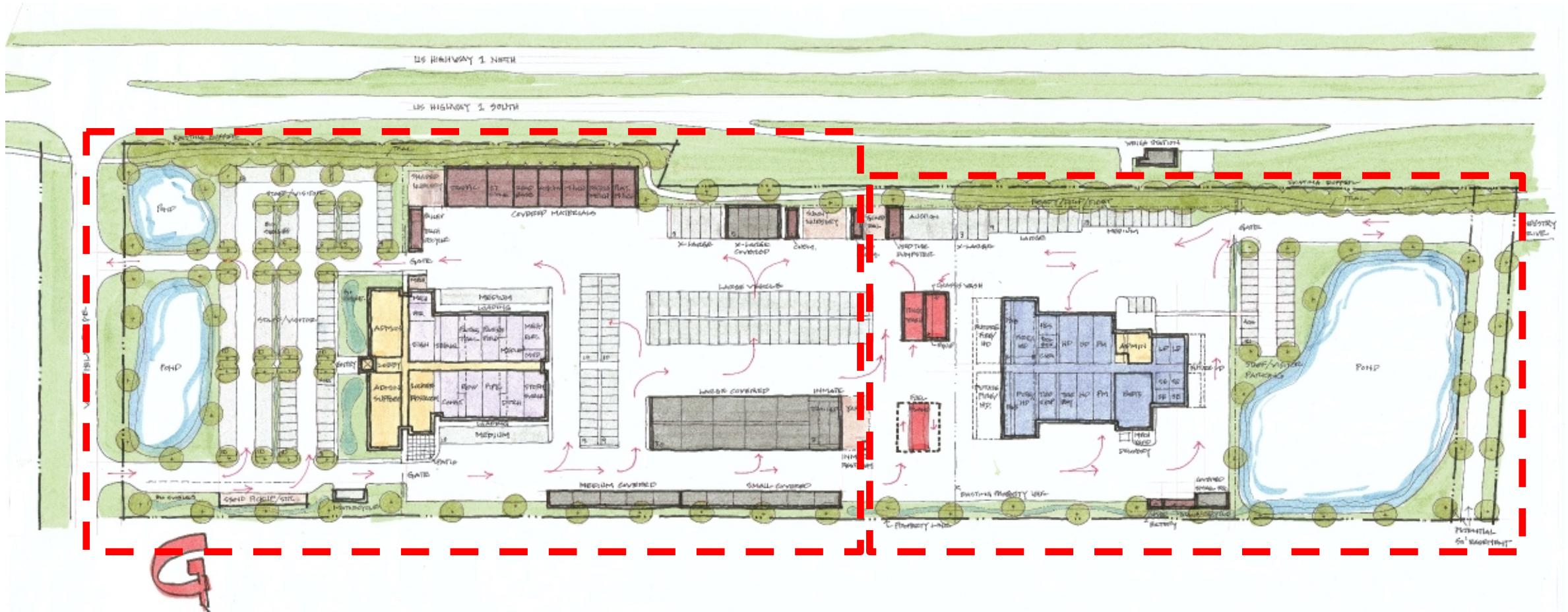
*Public Works Department
Stormwater & Engineering Department*



Public Works Facility



Public Works Facility Master Plan



Phase Two – Operations

Phase One – Fleet Facility

Find Your Florida

Council Direction



- Expedite Project With No New Taxes or Revenue Sources
 - Phase Project if Necessary
- Address Immediate Needs
 - Improve Safety Operation & Efficiency
 - Enhance Safety Approach to Large Apparatus Maintenance
 - Address Building Water Intrusion Issue (if possible)
 - Add covered Fleet Service Area
 - Additional Restrooms for Field Staff
 - Indoor Meeting/Training Area
- Balance Immediate Needs with Fiscal Responsibility and Master Plan



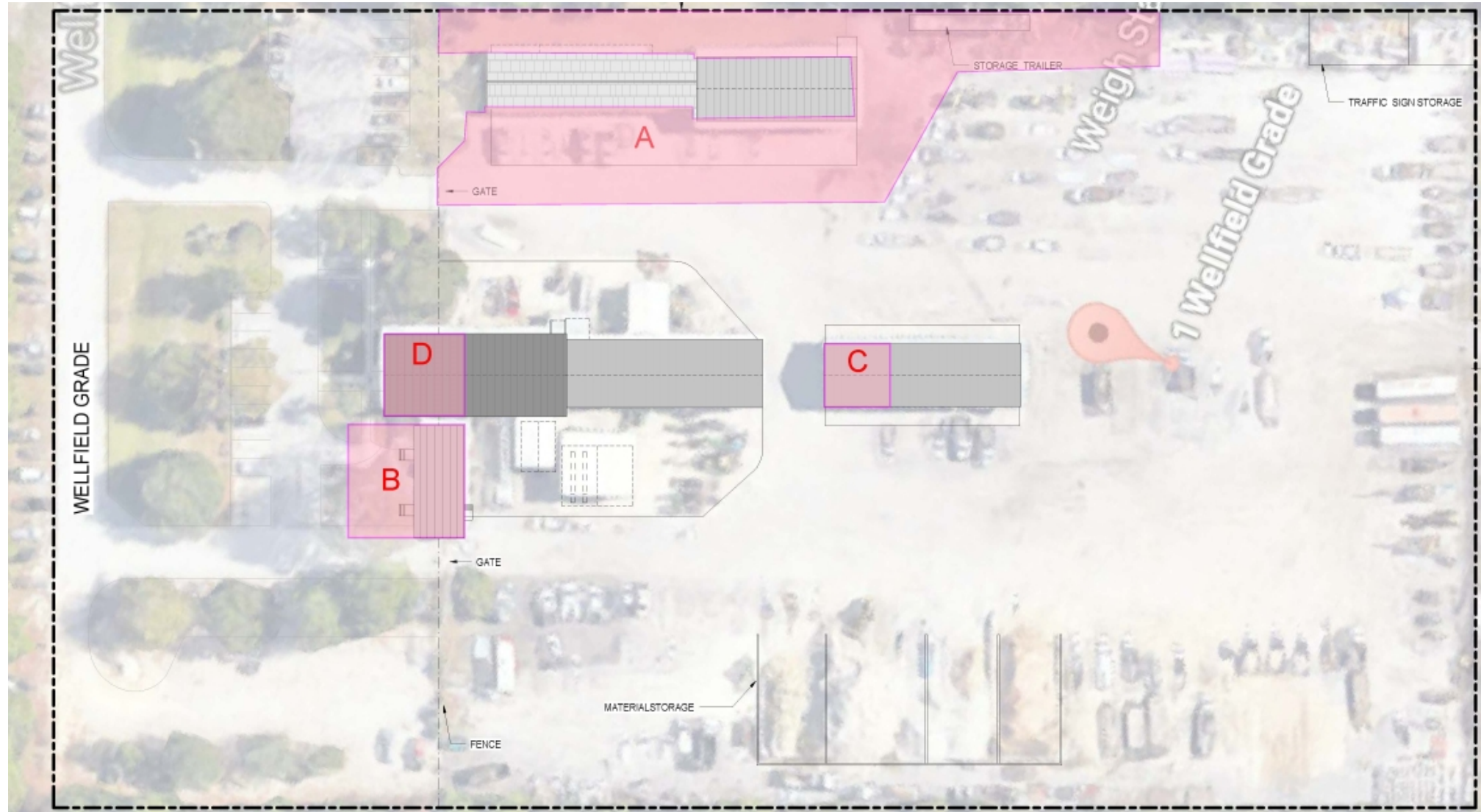
Existing Public Works Facility



22 & 24 Utility Drive Site Plan



Public Works Facility Site Plan



Proposed Public Works Immediate Needs

- Address Water Intrusion
 - Add Gutters to Existing Building
 - Perform Site Grading Maintenance
- Additional Covered Fleet Service Bays
 - Enclose 3-Bays of Existing Covered Structure
 - Increase Electric Service to Meet Demand
 - Add Lifts to Fire Station #25 Bay
- Address Restrooms and a Meeting/Training Area
 - Replace the Existing Leased Modular Building with a Larger Unit
 - Renovate Existing Building Area to Create Larger Restrooms & Meeting/Training Area
- Reduce Facility Demand by Relocating Stormwater Equipment & Personnel



Stormwater Facility



☐ ☐



Proposed Stormwater Facility Improvements

- Administrative Office Areas
 - New Leased Modular Office Building
 - Minor Renovations of Existing Buildings
- Equipment & Staff Parking
 - Minor Sitework to Create Equipment Storage
 - New Parking Areas for Staff Parking
- Covered & Enclosed Storage
 - Utilize Existing Covered Structures with Minor Modifications



Funding



Balancing Needs and Fiscal Responsibility

- No new taxes or funding sources
- Uses existing financial resources
- Proposed improvements address immediate needs
- Proposed improvements consider ultimate Master Plan
 - Minimized improvements related to Phase 1 – Fleet (@ 2020-23)
 - Most of improvements will be in use until Phase 2 - Ops (@2024-26)
- Proposed improvements for Stormwater are longer term that could be used by Utility Department for their operations
 - Exception Modular Building



Project Budget – Immediate Needs



- Public Works Modular Office Building (Installation, Utilities, FFE & Misc.)
 - \$95,000
- Public Works Building Renovations (2 Buildings)
 - \$325,000
- Stormwater Modular Office Building (Installation, Utilities, FFE & Misc.)
 - \$145,000
- Stormwater Facility Parking & Site Improvements
 - \$135,000
- Stormwater Facility Building Renovations (6 Buildings)
 - \$275,000
- Lifts at Fire Station #25
 - ~\$16,000 (Paid from Fleet Fund)



Capital Expenses



CAPITAL PROJECTS FUND	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26
<u>Path & Trail Projects:</u>	665,000	450,000	200,000	150,000	475,000	150,000	200,000	450,000
<u>Park Projects:</u>	2,000,000	4,025,000	-	-	-	-	-	-
<u>Park Projects - Rehab & Renewal:</u>	925,000	400,000	1,195,000	325,000	1,860,000	1,650,000	550,000	1,000,000
<u>IT Capital Projects:</u>	880,000	400,000	910,000	-	750,000	-	600,000	-
<u>Other Projects:</u>	50,000	50,000	650,000	-	-	-	-	-
<u>City Facility Projects:</u>	1,000,000	-	-	-	-	-	-	-
Public Works Facility	975,000	350,000	3,450,000	7,800,000	3,100,000	500,000	8,500,000	2,700,000
- Temporary Improvements	975,000	-	-	-	-	-	-	-
- Design & Construction Administration	-	350,000	950,000	300,000	100,000	500,000	500,000	-
- Construction	-	-	2,500,000	7,500,000	3,000,000	-	8,000,000	2,700,000
Total Expenditures	6,660,000	5,800,000	6,480,000	8,350,000	6,260,000	2,300,000	9,850,000	4,150,000



Operating Expenses



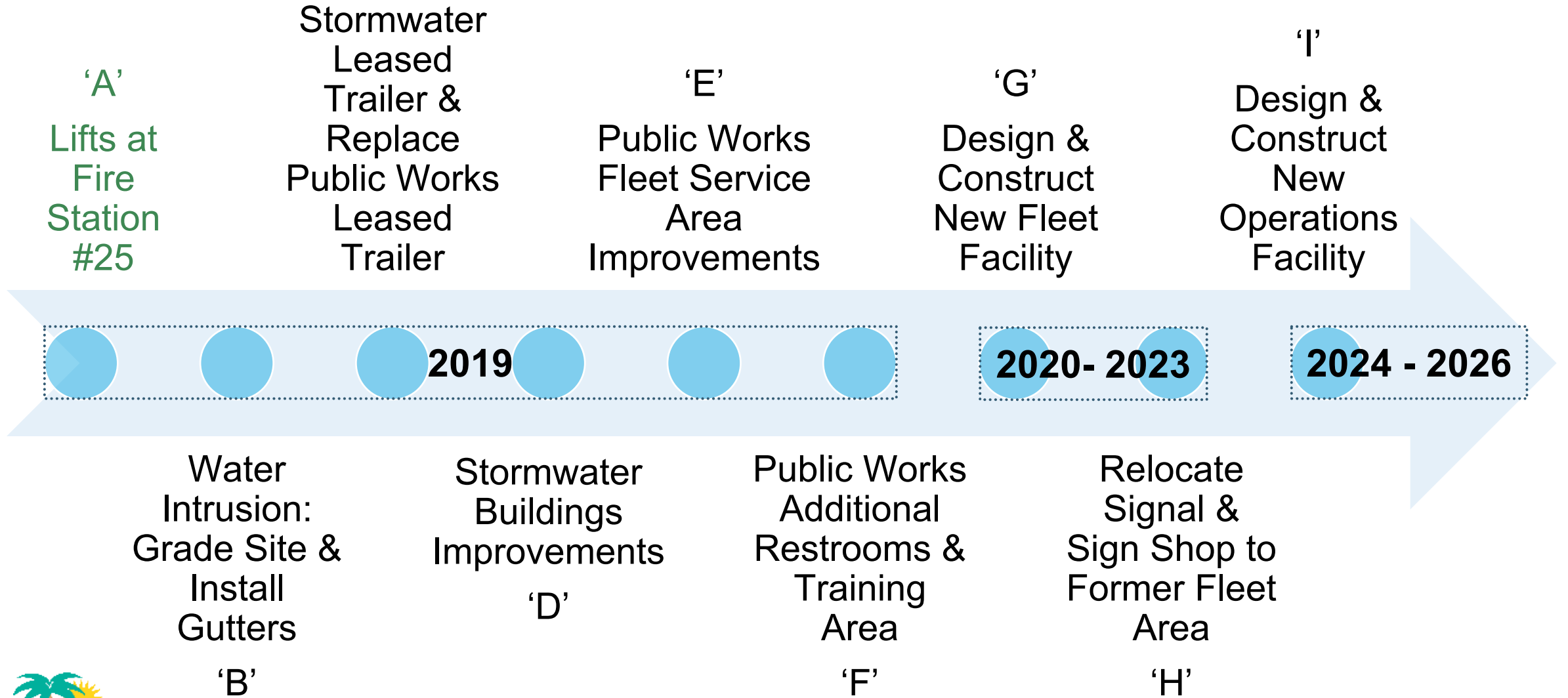
- **Public Works Modular Building Lease:**
 - Current \$795.00 month (1,440 square feet)
 - Proposed \$4,116.00 month (3,600 square feet + ADA Ramp/Canopy)
- **Public Works Utilities:**
 - Increase in Electrical Usage; Larger Modular Building & Additional Fleet Lift
 - Decrease in Water Usage; Less Employees and Equipment Wash-Down
- **Stormwater Modular Building Lease:**
 - Proposed \$4,116.00 month (3,600 square feet + ADA Ramp/Canopy)
- **Stormwater Utilities:**
 - Current Vacant Area & Buildings – Increase for Staff & Equipment Needs



Project Timeline & Schedule



Project Timeline



Project Schedule – Immediate Needs

- Lifts at Fire Station #25
 - Purchase & Installation: May - July
- Sitework & Utilities:
 - Construction: May - September
- Modular Buildings:
 - Installation: June
 - Utility Connections / FFE / IT: July
- Building Renovations
 - Design: May - June
 - Construction: May - September



Next Steps



Council Next Steps

- Approve Not-To-Exceed Project Expenses in the amount of \$975,000
- During Budget Process, discuss use of reserves and other options to advance Master Plan Implementation



City of Palm Coast, Florida Agenda Item

Agenda Date: 05/07/2019

Department	PLANNING	Amount
Item Key	6328	Account
Subject	RESOLUTION 2019-XX, A RESOLUTION APPROVING AN AGREEMENT FOR CONSENT TO VOLUNTARY ANNEXATION OF 90+/- ACRES OWNED BY JTL GRAND LANDINGS DEVELOPMENT, LLC	
Background: <u>UPDATED BACKGROUND FROM THE APRIL 30, 2019 WORKSHOP</u> This item was heard at the April 30, 2019 Workshop. There were no changes suggested to this item. <u>ORIGINAL BACKGROUND TO THE APRIL 30, 2019 WORKSHOP</u> JTL Grand Landings Development, LLC, owner of 90+/- acres located south of SR 100 between Belle Terre Blvd. and Seminole Woods Blvd., is requesting annexation of said lands into the City of Palm Coast. The attached Agreement for Consent to Voluntary Annexation serves as the owner's voluntary petition to annex into the City of Palm Coast. This agreement outlines the provision of public facilities, as well as the conceptual land use classifications and zoning designations for the subject properties.		
Recommended Action: Adopt Resolution 2019-XX, approving an agreement for Consent to Voluntary Annexation with JTL Grand Landings Development, LLC.		

RESOLUTION 2019 - ____
JTL GRAND LANDINGS DEVELOPMENT, LLC
AGREEMENT FOR CONSENT TO VOLUNTARY ANNEXATION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE AGREEMENT FOR CONSENT TO VOLUNTARY ANNEXATION WITH JTL GRAND LANDINGS DEVELOPMENT, LLC; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, JTL Grand Landings Development, LLC, is requesting annexation into the City of Palm Coast; and

WHEREAS, the City desires to annex in the property known as JTL Grand Landing Development, LLC; and

WHEREAS, the City of Palm Coast desires to approve the Agreement for Consent to Voluntary Annexation with JTL Grand Landings Development, LLC.

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

SECTION 1. APPROVAL OF THE AGREEMENT FOR CONSENT TO VOLUNTARY ANNEXATION. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Agreement for Consent to Voluntary Annexation with JTL Grand Landings Development, LLC, as attached hereto and incorporated herein as Exhibit "A."

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

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent

jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 7th day of May 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Agreement for Consent to Voluntary Annexation

Approved as to form and legality

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

Resolution 2019-_____
Page 2 of 2

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

AGREEMENT FOR CONSENT TO VOLUNTARY ANNEXATION

THIS AGREEMENT FOR CONSENT TO VOLUNTARY ANNEXATION (“Agreement”) is made and entered into by and between the **City of Palm Coast**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the “City”), whose address is 160 Lake Avenue, Palm Coast, Florida 32164 and **JTL Grand Landings Development, LLC**, having an address of 16660 Dallas Parkway, Suite 1600, Dallas, TX 75248 (hereinafter referred to as the “Owner”) this ____ day of _____, 2019, (the “Effective Date”) and shall automatically become null and void unless the events described in Section 12, below, have occurred on or before the date set forth herein.

W I T N E S S E T H

WHEREAS, the Owner owns certain real property located in Flagler County, Florida, consisting of approximately 90.7 acres, which real property is more particularly described in **Exhibit “A”** attached hereto (hereinafter referred to as the Property”); and

WHEREAS, the Properties are designated Residential: Low Density/Rural on the Future Land Use Map of the Flagler County Comprehensive Plan; and

WHEREAS, the Properties are zoned I-PUD – Industrial Planned Unit Development and NRC-PUD – New Rural Communities as provided for in the Land Development Code of Flagler County; and

WHEREAS, under Section 171.0413(1), *Florida Statutes*, property sought to be annexed must be compact and contiguous to the boundaries of the annexing municipality; and

WHEREAS, the Property is reasonably compact and contiguous and will not result in the creation of any enclaves as defined in Section 171.031(13), *Florida Statutes*, and will otherwise satisfy all requirements for municipal annexation set forth in Chapter 171, *Florida Statutes*; and

WHEREAS, Section 171.062(1), *Florida Statutes*, provides as follows:

An area annexed to a municipality shall be subject to all laws, ordinances and regulations in force in that municipality and shall be entitled to the same privileges and benefits as other parts of that municipality upon the effective date of the annexation.

WHEREAS, Section 166.021(9), (b) and (c), *Florida Statutes*, specifically states, with regard to economic development, that:

(b) The governing body of a municipality may expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic development goals constitutes a public purpose. The provisions of this chapter which confer powers and duties on the governing body of a municipality, including any powers not specifically prohibited by law which can be exercised by the governing body of a municipality, shall be liberally construed in order to effectively carry out the purposes of this subsection.

and

(c) For the purposes of this subsection, it constitutes a public purpose to expend public funds for economic development activities, including, but not limited to, developing or improving local infrastructure, issuing bonds to finance or refinance the cost of capital projects for industrial or manufacturing plants, leasing or conveying real property, and making grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community.

and

WHEREAS, the City desires to ensure that the development of the Property and adjacent City land uses are compatible with surrounding land uses as represented on the City's Zoning Map and FLUM, that adequate public facilities exist or will be placed concurrent with the impact of such development in the manner required by applicable law, and that such development and the City's Comprehensive Plan are or will be consistent; and

WHEREAS, the City and the Owner shall implement land use densities and intensities that are compatible with the beneficial economic development of the City and the appropriate development of the Property for its highest and best use, taking into account best management practices of land planning and business principles, and in a manner compatible with the planned and projected reasonable uses for its adjacent environs; and

WHEREAS, the City and the Owner agree that development of the Property in the manner described herein can and shall be appropriately timed to avoid urban sprawl and the inefficient use of facilities, public resources and infrastructure; and

WHEREAS, the City and the Owner agree that adequate public facilities and services shall be available at the time of development, in accordance with applicable laws regarding concurrency; and

WHEREAS, the City desires to provide water and wastewater services to the Property;
and

WHEREAS, the parties agree that all development of the Property will be accomplished in a manner which protects and preserves important and valuable natural and cultural resources;
and

WHEREAS, the purpose of this Agreement is to set forth the understandings and agreements of the parties with respect to the foregoing, and other matters as set forth herein; and

WHEREAS, this Agreement is authorized by, permitted by, and consistent with the provisions of the City's Home Rule Charter; the City's Comprehensive Plan, Chapter 163, *Florida Statutes*; Chapter 166, *Florida Statutes*; the State Comprehensive Plan (Chapter 187, *Florida Statutes*); Article VIII, Section 2(b), *Constitution of the State of Florida*, Chapter 171, *Florida Statutes*; and other applicable law; and serves and advances a vital public purpose; and

WHEREAS, the City has found and determined that the City's interest will be best served by annexing the Property into its municipal boundaries and by entering into this Agreement to ensure that the proposed development of the Property is in accordance with the City's Comprehensive Plan and land development regulations; and

WHEREAS, Owner seeks to obtain for the Property the benefits and privileges of inclusion within the boundaries of the City, which includes the designation of the Property as Residential on the City's Future Land Use Map (the "FLUM Map Amendment") and the incorporation of appropriate policies into the City's Comprehensive Plan to allow the most appropriate development of the Property (collectively the "Comprehensive Plan Amendment"), and the provision of all services, facilities, and utilities as are available to all residents of the City; and

WHEREAS, upon the Parties' compliance with their respective obligations under this Agreement, the development of the Property will be consistent with the City's Comprehensive Plan and land development regulations.

NOW, THEREFORE, for and in consideration of the Owner's consent to the City's proposal to annex the Property pursuant to Section 171.0413, *Florida Statutes*, the mutual covenants and agreements contained herein, and other good and valuable consideration each to the other provided, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The above recitals are adopted as findings of the City of Palm Coast City Council. Moreover, said recitals are true and correct, are incorporated into this Agreement by reference thereto, and form a material part of this Agreement upon which the parties have relied, including, but not limited to, the assertions that the Owner owns the subject Property and is empowered to enter into this Agreement and make binding commitments.

Section 2. Annexation. This Agreement, upon execution by the Owner, shall serve as and constitute the Owner's consent to the City's proposal to annex the Property pursuant to Section 171.0413, *Florida Statutes*.

Section 3. No Annexation Fees. It is understood and agreed that no fees, costs or expenses will be charged to or become due from the Owner to the City or to any other governmental authority, private individual or entity on account of or in connection with the City's review and

processing of the annexation petition or the annexation of the Property into the corporate limits of the City; provided, however, that the Owner shall pay its own attorney's fees and consulting fees.

Section 4. Development Conditions and Public Facilities.

- (A) The City and the Owner intend that the City will provide water and sanitary sewer services to the Property, subject to the provisions of the Settlement Agreement with Flagler County and pursuant to separate utility agreements between the City and the Owner. The City agrees that it shall design, permit and construct the necessary improvements to provide water services to the Property. This Agreement shall not be construed to provide specific service to any given parcel until all regulatory approvals are received; construction plans have been approved by the City; a Utility Service Agreement/Permit to Connect has been fully executed by Owner; and all applicable fees have been paid to the City.
- (B) Solid waste collection services are available to serve the demands generated by the Property, and may be provided as they are to any other owner of City property, and will be available concurrent with the impacts of the development of the Property. If reasonably possible, the Owner shall utilize the City's solid waste collection franchisee.
- (C) Surface water and stormwater issues relating to the development of the Property and the impacts of surface water and stormwater shall be addressed in accordance with applicable State law and any other applicable regulatory requirements.
- (D) The City will provide fire (having a first response agreement with Flagler County as part of its service network), police (through the Flagler County Sheriff), and EMS facilities, equipment and services necessary to serve the Property. All such public services will be available to support the development of the Property.
- (E) Transportation issues and transportation impacts shall be addressed in accordance with the City's concurrency management system, and Chapter 163, *Florida Statutes*.
- (F) Permitting and Permit Review. As provided herein, the Parties recognize and agree that certain provisions of this Agreement will require the City and its boards, departments or agencies, acting in their governmental capacity, to consider certain changes in the City Comprehensive Plan or other applicable City codes, plans or regulations, as well as to consider other governmental actions as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of State statute and City ordinances, including notice and hearing requirements, in the exercise of the City's jurisdiction under its police power. Nothing in this Agreement is intended to limit or restrict the powers and responsibilities of the City in acting on applications for Comprehensive Plan, rezoning requests and applications for other development. The Parties further recognize and agree that these proceedings will be conducted openly, fully, freely, and fairly in accordance with law, and with both procedural and substantive due process to be accorded the applicant and any member of the public. Nothing contained in this Agreement shall entitle Owner to compel the City to take such actions, except to timely process such applications.

Section 5. General Obligations.

- (A) The City will evaluate the suitability of the site for development of a residential community generally depicted by the comprehensive plan, attached hereto as **Exhibit B**, which includes preservation or conservation areas.
- (B) The parties acknowledge that the City cannot contract to approve specific Comprehensive Plan amendments and rezoning requests; provided, however, that this provision shall not serve to otherwise limit the terms of this Agreement. The City's only obligation with respect to the Comprehensive Plan amendment and subsequent request(s) to rezone all properties encumbered with this annexation agreement, is to process the applications, and make decisions to approve or deny the applications based upon the legal standards that govern actions by local governments when considering amendments to comprehensive land use plans; provided, however, that the City acknowledges the provisions of this Agreement as they relate to the Property. Nothing contained in this Agreement shall entitle the owner to compel the City to take any actions on said applications, except to timely process such applications.
- (C) The City agrees that all concurrency requirements related to the Property will be reviewed in accordance with the City's Concurrency Management System, and Chapter 163, *Florida Statutes*, and other applicable regulatory requirements.
- (D) The City agrees that offsite traffic improvements shall be determined for the development of the Property pursuant to process in Chapter 163, *Florida Statutes*, and to provide safe and adequate ingress and egress to the Property.
- (E) The Owner will submit to the City such applications and such other planning and engineering documentation and supporting data and analysis required to support the annexation and the FLUM amendment, and subsequent request(s) to rezone all properties encumbered with this annexation agreement, and shall comply with all procedures as adopted by the City and as may be set forth in the City's land development regulations as are normally and customarily required for any Owner-requested proposed amendments to the City's Comprehensive Plan, rezoning proposals, and applications for any and all other development approvals, orders and permits. The City is responsible to file the Comprehensive Plan Amendment to incorporate the Property into the City's Comprehensive Plan as called for in this Agreement. The Owner acknowledges and agrees that the City shall not be responsible for any fees, costs, expenses or other financial expenses resulting to the Owner if the Owner's applications are denied in accordance with the provisions of the City's land development regulations and State law.
- (F) The City agrees that, if requested by the Owner or its affiliates or designees, it will promptly process for City Council consideration annexation of any other lands of Owner or its affiliates consistent with the terms of this Agreement and State law.
- (G) The City recognizes that the development of the Property will occur over time and it may be developed in phases, and that various portions of the Property, which are not required by Owner for active development, may continue in its current use.

Nothing in this Agreement requires the Owner to develop the Property, and the parties recognize that the Owner may determine to continue its existing uses on all or part of the Property for an extended period of time.

Section 6. Deannexation/Contraction. Any potential proposed deannexation(s) or contractions of the Property or any part or parts of the Property will be considered in accordance with the provisions of Chapter 171, *Florida Statutes*. In the event of any successful litigation brought by any third party or governmental entity not a party to this Agreement such as, but not limited to, Flagler County, Florida, as a result of the annexation or this Agreement, or in the event of any termination of this Agreement under Section 12(B) and (C), the City agrees to cooperate in any deannexation or contraction to remove the Property from the City and to allow the Owner to terminate this Agreement, to the extent allowed by law.

Section 7. Duty to Cooperate/Comprehensive Plan Amendment, Etc.

- (A) The City and the Owner agree to cooperate at all times in a timely manner and in good faith in the acquisition and exercise of development rights and entitlements in the Property consistent with any and all applicable and current Development Agreement(s) and/or Land Development Code requirements. This good faith cooperation by the City and the Owner shall extend to the acquisition by the Owner of all applicable necessary local, State and Federal permits, development orders, licenses, easements and other approvals or rights in connection with the development of the Property in accordance with all applicable land use, zoning, land development, building and construction regulations; provided, however, that the Owner recognizes the City's continued ability to charge Owner application or review fees for permits or approvals issued by the City (other than annexation) based on the City's adopted application fee schedule.
- (B) The City will develop the Comprehensive Plan Amendment contemplated by this Agreement, and the Owner will cooperate with the City by providing the City with all requested data and analysis to include the annexed property in the City Comprehensive Plan. The City will promptly consider the proposed Comprehensive Plan Amendment.

Section 8. Limitation of Funding Obligations. Notwithstanding anything to the contrary stated elsewhere in this Agreement, the City shall have no obligation to Owner under this Agreement other than to provide water and sewer services to the Property.

Section 9. Further Assurances. In addition to the acts recited in or set forth in this Agreement, the City and the Owner agree to perform or cause to be performed, in a timely manner, any and all further acts as may be reasonably necessary to implement the provisions of this Agreement, including, but not limited to, the execution and recordation of further instruments; provided, however, that the City's obligations shall be subject to such limitations of law as may be applicable to municipalities.

Section 10. Limitation of Remedies. The parties hereby agree not to pursue an award of monetary damages for a breach of or non-performance by the other party under this Agreement. The only remedies of the other party available against the non-performing party under this Agreement shall be either to withhold further performance under the Agreement until the non-

performing party or parties cure the non-performance or to seek a court order from the Circuit Court of the Seventh Judicial Circuit in and for Flagler County, Florida, requiring the non-performing party to fulfill its obligations under the Agreement. However, nothing in this Agreement shall be construed to limit the right of either the Owner or the City to pursue any and all available remedies, if any, under non-tort or constitutional law related to a party's non-performance under the Agreement. The City shall not be deemed to have waived sovereign immunity in any manner or respect, provided this provision shall not limit the City's contractual obligations under this Agreement. This limitation of remedies shall not affect the Owner's rights to terminate this Agreement or withdraw its consent to the City's proposal to annex the Property pursuant to Section 171.0413, *Florida Statutes*, as provided in Section 12(D), prior to the final reading of the ordinance annexing the property into the City.

Section 11. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties to this Agreement, and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective designated representatives, successors and assigns.

Section 12. Effectiveness of Agreement.

- (A) This Agreement shall serve as the Owner's consent to the City's proposal to annex the Property pursuant to Section 171.0413, *Florida Statutes*, which may be relied on by the City in accordance with the terms of this Agreement upon the Owner's execution of the Agreement, but shall become effective as an agreement between the Owner and the City upon its being duly executed by the City. If the City does not execute this Agreement or does not complete the annexation of the Property, both within 120 days of the date that Owner has executed this Agreement, then the petition for annexation may be revoked by the Owner and, upon demand, the City shall immediately record, at the City's expense, a Notice of Termination of this Agreement in the Public Records of Flagler County, Florida. Notwithstanding the foregoing, in the event that the City does not approve that agreement referenced in Section 2 and attached as Ex. B, between the Owner and the City, then the Owner's consent to the City's proposal to annex the Property pursuant to Section 171.0413, *Florida Statutes*, shall be deemed withdrawn and this Agreement shall be of no further force and effect.
- (B) Notwithstanding the provisions of this Agreement to the contrary, the Owner may terminate this Agreement by notifying the City, in writing, of such termination on or before the later of 30 days following (i) any successful legal challenge to this Agreement, or (ii) any successful legal challenge to the annexation filed by any third parties or governmental entities not a party to this Agreement, including, but not limited to, Flagler County, Florida.

Section 13. Indemnification. City agrees to indemnify the Owner from any and all claims arising from the negligent acts or omissions of City or its officers, employees or agents under and pursuant to this Agreement. The foregoing indemnification of the Owner by City shall not be

construed to extend to the costs of litigation including attorney's fees, unless caused by the negligence of City, as aforesaid, or in the event that Flagler County adds the Owner as a party to any legal action brought by Flagler County against the City to enforce the terms of the Settlement Agreement recorded in Official Records Book 1560, Page 471, of the Public Records of Flagler County, Florida. Compensation to the Owner's attorney shall be limited to the City attorney's hourly rate. Owner agrees to indemnify the City from any and all claims arising from the negligent acts or omissions of Owner or its officers, employees or agents under and pursuant to this Agreement. The foregoing indemnification of the City by Owner shall not be construed to extend to the costs of litigation, including attorneys' fees, unless caused by the negligence of Owner, as aforesaid.

Section 14. Time of the Essence. Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement.

Section 15. Successors and Assigns. This Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and the Owner and their respective successors in interest.

Section 16. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Further, to the extent permissible by law, if there is a conflict between this Agreement and the terms of the City Code, the terms of this Agreement shall control.

Section 17. Binding Effect. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

Section 18. Recording. Upon the Owner's execution of this Agreement, the City shall at the City's sole cost and expense, record a fully executed counterpart of the Owner signed counterpart of this Agreement in the Public Records of Flagler County, Florida and similarly upon the City's execution of this Agreement, the City shall at the City's sole cost and expense, record a fully executed counterpart of the City signed counterpart of this Agreement in the Public Records of Flagler County, Florida.

Section 19. Choice of Law and Venue. Florida law shall govern the interpretation and enforcement of this Agreement. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be in Flagler County, Florida.

Section 20. Effect on Change in Law. If State or Federal laws are enacted after execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as is necessary to comply with the relevant State or Federal laws and the intent of the parties; provided, however, that the City agrees that it shall not modify this Agreement in any manner which would in any way be inconsistent with the intent of the parties to provide for development of the Property in accordance with the terms and conditions hereof, except where required by law.

Section 21. Construction or Interpretation of the Agreement. This Agreement is the result of bona fide arms length negotiations between the City and the Owner and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

Section 22. Permits, Conditions, Terms or Restrictions. The failure of this Agreement to address a particular permit, condition, term or restriction existing at the time of execution of this Agreement shall not relieve Owner of the necessity of complying with the law governing said permitting requirement, condition, term, or restriction.

Section 23. Attorneys' Fees and Costs. In the event of any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in pre-litigation negotiation, litigation at the trial level, or upon appeal or any bankruptcy or collection proceedings.

Section 24. Captions/Exhibits.

- (A) The headings or captions of the sections and subsections contained in this Agreement are used for convenience and reference only, and do not, in themselves, have any legal significance and shall not be afforded any.
- (B) The exhibits to this Agreement are hereby incorporated into this Agreement and are an integral part of this Agreement.

Section 25. Parties Bound. Following the recordation of this Agreement, the benefits and burdens of this Agreement shall become a covenant running with the title to the Property, and all parts thereof, and this Agreement shall be binding upon and inure to the benefit of both the City and the Owner, and its successors in interest to said Property, and all parts thereof.

Section 26. Severability. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by either party to the Agreement or substantially increase the burden of either party to the Agreement, shall be held to be unconstitutional, invalid or unenforceable to any extent by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of the Agreement.

Section 27. Notices. Any notice that is to be delivered hereunder shall be in writing and shall be deemed to be delivered (whether or not actually received) when (i) hand delivered to the official hereinafter designated; (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested; or (iii) upon receipt of such notice when deposited with Federal Express or other nationally recognized overnight or next day courier, addressed to the parties as follows (facsimile transmittal is not acceptable as a form of notice in this Agreement):

To the City:
City Manager
City of Palm Coast
City Hall
160 Lake Avenue
Palm Coast, Florida 32164

To the Owner:
JTL Grand Landings Development
16660 Dallas Parkway, Suite 1600
Dallas, TX 75248

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

Section 28. Entire Agreement. This Agreement constitutes the complete and entire agreement between the City and the Owner with respect to the subject matter hereof, and supersedes any and all prior agreements, arrangements or understandings, whether oral or written, between the parties relating thereto with respect to the terms of this Agreement, all of which have been integrated herein.

Section 29. Modification. This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith approved by the City.

Section 30. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

Done and Ordered on the date first written above.

As approved and authorized for execution by the City Manager of the City of Palm Coast on _____, 2019.

ATTEST:

CITY OF PALM COAST, FLORIDA

Virginia Smith, City Clerk

Mathew Morton
City Manager

OWNER'S CONSENT AND AGREEMENT

IN WITNESS WHEREOF, the Owner consents and agrees to the terms and conditions of this Annexation Agreement and has hereto set the Owner's hand and seal, the day and year below written.

WITNESSES:

JTL Grand Landings Development, LLC,
a Texas limited liability company

Print Name:_____

By:_____
David West, Its Manager

Print Name:_____

STATE OF TEXAS
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by David West, Manager of JTL Grand Landings Development, LLC, a Texas limited liability company, who is personally known to me and who executed the foregoing.

Notary Public
My Commission Expires:_____

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.



City of Palm Coast, Florida Agenda Item

Agenda Date: 05/07/2019

Department	STORMWATER	Amount
Item Key	6333	Account
Subject	RESOLUTION 2019-XX APPROVING A RIGHT-OF-ROW AQUISITION/LAND DONATION TO FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE MATANZAS WOODS PARKWAY/US1 ROUNDABOUT	
Background: <u>UPDATED BACKGROUND FROM THE APRIL 30, 2019 WORKSHOP</u> This item was heard at the April 30, 2019 Workshop. There were no changes suggested to this item. <u>ORIGINAL BACKGROUND TO THE APRIL 30, 2019 WORKSHOP</u> The Florida Department of Transportation is requesting a donation of land to be utilized in the interest of the City of Palm Coast for the Matanzas Woods Parkway/US roundabout.		
Recommended Action : Approving Resolution 2019-XX a ROW acquisition/land donation to FDOT for the Matanzas Woods Parkway/US Roundabout from the City of Palm Coast.		

RESOLUTION 2019-____
LAND DONATION
TO FLORIDA DEPARTMENT OF TRANSPORTATION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE DONATION OF A RIGHT-OF-WAY LAND TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FROM THE CITY OF PALM COAST FOR THE MATANZAS PARKWAY/US 1 ROUNDABOUT PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (FDOT) proposes to construct or improve State Road No. 5, Section No. 73010, F.P. No. 437595 1, in Flagler County, Florida; and

WHEREAS, it is necessary that certain lands now owned by the City of Palm coast, Florida, be acquired by the State of Florida Department of Transportation; and

WHEREAS, said property is not needed for City purposes; and

WHEREAS, FDOT has made application to said City to execute and deliver to FDOT a deed, or deeds, in favor of the FDOT, conveying all rights, title and interest that said City has in and to said lands required for transportation purposes and said request having been duly considered.

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

SECTION 1. APPROVAL OF LAND DONATION. The City Council of the City of Palm Coast hereby approves the deed, or deeds, for transportation purposes which are in the public or community interest and for public welfare and the land needed for transportation purposes is not needed for City purposes; that a deed, or deeds, in favor of the State of Florida Department of Transportation conveying all right, title and interest of City of Palm Coast, Florida, 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 any necessary documents to effectuate the transfer of the lands to the Florida Department of Transportation.

SECTION 3. DIRECTION TO CITY CLERK. That a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 719 South Woodland Blvd. DeLand Florida, 32720-6834.

SECTION 4. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 5. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 7. EFFECTIVE DATE. This Resolution shall 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 7th day of May 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A - Deed transferring land to FDOT

Approved as to form and legality

William E. Reischmann, Jr., Esquire
City Attorney



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720-6834
NOTICE TO OWNER

KEVIN J. THIBAUT, P.E.
SECRETARY

Date: 4/22/19

ITEM/SEGMENT #: 4375951
MANAGING DISTRICT: 05
F.A.P. #:
STATE ROAD #: SR 5
COUNTY: Flagler
PARCEL #: 100

City of Palm Coast, a Municipality of The State Of Florida
160 Lake Ave.
Palm Coast, FL 32164

Dear Property Owner,

The Florida Department of Transportation is planning the following improvement of the above referenced transportation facility:

Widening of SR 5

Our research shows you own property needed for this project. This letter, along with the enclosed pamphlet entitled **Acquisition Process**, explains your rights and options and the process we must follow by law in acquiring your property. The following enclosed documents identify the property that is needed:

Legal Description and/or Right of Way Map

If you no longer own this property, please refer to the enclosed questionnaire.

We recognize that a proposed transportation project, particularly one which requires the acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options and responsibilities, and make all necessary arrangements. Throughout this process, we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law, and that you receive a fair price for your property.

Under Federal and State law, you are entitled to certain rights and protections when the State must acquire real estate from you. The following is a summary of your rights:

- You may accompany the Department's appraiser when your property is inspected as part of the process for valuing your property.
- You may obtain copies of the Department's appraisal, right of way maps and construction plans.
- We will make a written offer to you to purchase your property and will negotiate with you, in good faith, to reach a mutually acceptable purchase price.
- If we cannot agree on a purchase price, we will not file a condemnation lawsuit until at least 30 days after you receive our initial written offer.
- You will receive no less than full compensation for the property acquired. Full compensation includes, the value of the real estate acquired together with damages, if any, to your remaining property.
- You may be eligible for relocation assistance benefits if you are required to move or move personal possessions from the property we acquire.
- You may receive reimbursement for reasonable attorney fees and other reasonable costs you incur for appraisal and other services associated with the Department's acquisition.

Your rights and options are more fully explained in the enclosed pamphlet entitled **Acquisition Process**. We encourage you to read this pamphlet carefully and contact us if you have any questions.

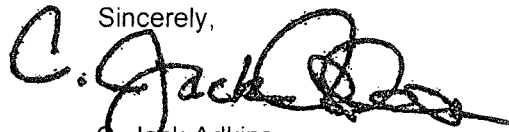
You may be contacted by attorneys, appraisers or others requesting a commitment from you to use their services in dealing with the Department. As previously mentioned, the Department will pay for certain types of services. However, by law, there are limitations placed on what the Department can pay. We encourage you to contact us and allow us to fully explain our reimbursement process.

Over the coming months, you will be contacted by various Department representatives who will schedule property inspections, assess your relocation needs, and negotiate with you for the purchase of your property. If you have questions about any aspect of our acquisition process or if you have information that would help us to determine a fair value for your property or help us provide service to you, please let them know. Regardless of whether or not we reach an agreement on the purchase of your property, we will do our best to be sensitive and responsive to your needs.

I encourage you to fill out and return the enclosed questionnaire in the postage-paid envelope provided. This information will help us begin working with you to reach a mutually acceptable settlement for your property. If you experience any problems, please do not hesitate to contact:

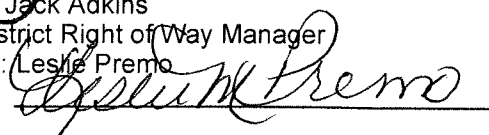
Leslie Premo, Right of Way Agent
719 South Woodland Blvd, MS 551
DeLand, FL 32720-6834
(386) 943-5102

Sincerely,




C. Jack Adkins
District Right of Way Manager

By: Leslie Premo



Enclosures:

Questionnaire
Return Envelope
Legal Description (and/or right of way map)
Acquisition Process Pamphlet
CC: Records Management

Received by: 

Certified Mail Number:

Date: 4/22/2019

03-BSD05 -03/07

April 5, 2019

This instrument prepared by

Suzette K. Hicks

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 100.1

SECTION 73010

F.P. NO. 437595 1

STATE ROAD 5

COUNTY Flagler

CITY DEED

THIS DEED, made this _____ day of _____, _____ by the CITY OF PALM COAST, a municipality of the State of Florida, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in FLAGLER County, Florida, viz:

PARCEL NO. 100

SECTION 73010

F.P. NO. 437595 1

All the rights and interest of CITY OF PALM COAST, in and to the existing right of way of dedicated and used State Road No. 5 and the existing right of way of portions of Matanzas Woods Parkway, lying within the required State Road right of way as shown on the Right of Way Map of Section 73010, F.P. No. 437595 1, State Road No. 5 as filed in the Office of the Department of Transportation in DeLand, Florida, as shown on Exhibit A, attached hereto.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the said grantee forever.

PARCEL NO. 100.1
SECTION 73010
F.P. NO. 437595 1
PAGE 2

PROVIDED that the following rights are reserved to Grantor:

1. The Grantor shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the Grantor or require the Grantor to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to, the cost of acquiring appropriate easements.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
3. The Grantor shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
4. The Grantor agrees to repair any damage caused by the Grantor to F.D.O.T.'s facilities and to indemnify to the extent permitted under Florida Law the F.D.O.T. against any loss or damage resulting from the Grantor exercising its rights outlined in Paragraphs 1 and 3 above.

PARCEL NO. 100.1
SECTION 73010
F.P. NO. 437595 1
PAGE 3

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

Signed, sealed and delivered in
the presence of: Two witnesses
required by Florida Law

CITY OF PALM COAST

SIGNATURE LINE
PRINT/TYPE NAME: _____

By: _____

Its Mayor

SIGNATURE LINE
PRINT/TYPE NAME: _____

ATTEST: _____

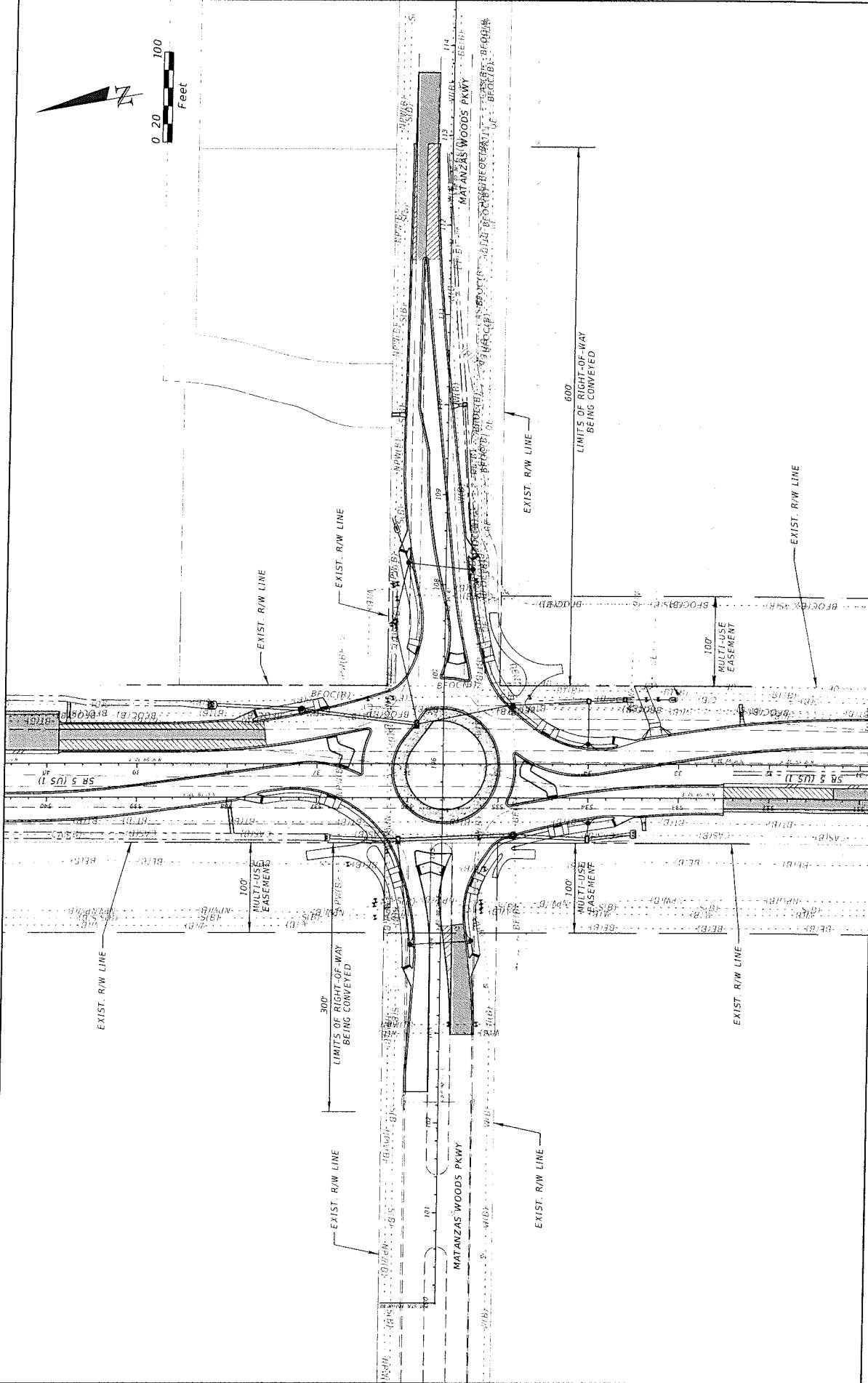
Its City Clerk
ADDRESS OF GRANTOR:

STATE OF FLORIDA

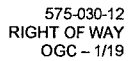
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, Mayor, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____



REVISIONS		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION
JOSEPH KEZEL, P.E. P.E. LICENSE NUMBER 57501 DEWBERRY ENGINEERS, INC. 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FL 32803 CERTIFICATE OF AUTHORIZATION #794			
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		ROAD NO. COUNTY FLAGLER SR 5	
FINANCIAL PROJECT ID 4375951-52-01		SHEET NO.	
R/W EXHIBIT MAINTENANCE LIMITS		SHEET NO.	



RON DESANTIS
GOVERNOR

KEVIN J. THIBAUT, P.E.
SECRETARY

ITEM/SEGMENT NO.: 4375951

MANAGING DISTRICT: 5

F.A.P. NO.:

STATE ROAD NO.: 5

COUNTY: Flagler

PARCEL NO.: 100

INTEREST CONVEYED:

The undersigned hereby acknowledges that he/she has been fully advised by a Department representative of his/her right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I hereby waive those rights unless otherwise noted below.

Date _____



Florida Department of Transportation

**INSTRUCTIONS FOR COMPLETION OF THE
DONATION OF PROPERTY TO THE
FLORIDA DEPARTMENT OF TRANSPORTATION (FORM 575-030-12)**

This form should be printed on official DOT letterhead.

- DATE AND INSIDE ADDRESS:** Space is provided for a date and inside address of the property owner.
- PROJECT/PARCEL INFORMATION:** The following information can be located in the legal documents and Right of Way map for each project and is required on official Department forms:
- Item/Segment No.
 - Managing District
 - F.A.P. No.
 - State Road No.
 - County
 - Parcel No.
- OWNER'S SIGNATURE BLOCK:** The owner must sign and provide an address and date before the Department can accept the donation.
- ORIGINAL:** Parcel File
- COPIES:** Owner(s)

City of Palm Coast, Florida Agenda Item

Agenda Date: 05/07/2019

Department	FINANCE	Amount	
Item Key	6319	Account	54702525; 65052525
Subject	RESOLUTION 2019-XX AMENDING THE IT ENTERPRISE AND INTERNAL SERVICE FUND BUDGETS FOR FISCAL YEAR 2019		
Background: <u>UPDATED BACKGROUND FROM THE APRIL 30, 2019 WORKSHOP</u> This item was heard at the April 30, 2019 Workshop. There were no changes suggested to this item. <u>ORIGINAL BACKGROUND TO THE APRIL 30, 2019 WORKSHOP</u> In order to effectuate City Council direction to recruit and hire a Chief Innovation Officer, the FY2019 IT Enterprise and Internal Service Fund Budgets need to be amended. The amendment reduces expenditures in the IT Service Fund by \$100,000 and increases expenditures in the IT Enterprise Fund by \$100,000. The amendment also aligns appropriated fund balance and respective transfers between the two funds.			
Recommended Action : Adopt resolution 2019-XX amending the IT Enterprise and Internal Service fund budgets for fiscal year 2019.			

RESOLUTION 2019-_____
FISCAL YEAR 2019 BUDGET AMENDMENT
IT ENTERPRISE AND INTERNAL SERVICE FUNDS
BUDGETS

**A RESOLUTION OF THE CITY OF PALM COAST, FLORIDA,
AMENDING THE FISCAL YEAR 2018-2019 BUDGET
RELATING TO IT ENTERPRISE FUND REVENUES AND
EXPENDITURES AND IT INTERNAL SERVICE FUND
REVENUES AND EXPENDITURES; PROVIDING FOR
SEVERABILITY; PROVIDING FOR CONFLICTS;
PROVIDING FOR IMPLEMENTING ACTIONS AND
PROVIDING AN EFFECTIVE DATE**

WHEREAS, City Council desires to increase the Fiscal Year 2019 budget for the IT Enterprise Fund from \$512,757 to \$739,211; and

WHEREAS, City Council desires to decrease the Fiscal Year 2019 budget for the IT Internal Service Fund from \$ 3,186,781 to \$3,086,781.

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

SECTION 1. BUDGET AMENDMENT AND APPROVAL OF THE IT ENTERPRISE AND INTERNAL SERVICE FUNDS BUDGETS. The City Council of the City of Palm Coast hereby amends the Fiscal Year 2018-2019 IT Enterprise Fund budget to \$739,211, and the Fiscal Year 2018-2019 IT Internal Service Fund budget to \$3,086,781, as shown in the Exhibit, attached hereto and incorporated herein as “Exhibit A”.

SECTION 2. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 3. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4. IMPLEMENTING ACTIONS. The Mayor, 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 7th day of May 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

Milissa Holland, Mayor

Virginia A. Smith, City Clerk

Attachment: Exhibit A

Approved as to form and legality

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

EXHIBIT A

FY 2019-2018 IT ENTERPRISE FUND
 PREPARED: APRIL 2019
 FINANCE: HELENA P. ALVES, LINA WILLIAMS

	FY 2019-2018		FY 2019-2018		
	ORIGINAL BUDGET		AMENDED BUDGET		CHANGE
<u>REVENUES:</u>					
Charges for Services	\$	512,757	\$	512,757	\$ -
Appropriated Fund Balance		-		226,454	226,454
TOTAL REVENUES:	\$	512,757	\$	739,211	\$ 226,454
<u>EXPENDITURES:</u>					
Personal Services	\$	85,499	\$	100,000	\$ 14,501
Operating Expenses		160,170		245,278	85,108
Capital Outlay		50,000		50,000	-
Transfers to Other Funds		217,088		343,933	126,845
TOTAL EXPENDITURES:	\$	512,757	\$	739,211	\$ 226,454

EXHIBIT A

FY 2019-2018 IT INTERNAL SERVICES FUND
 PREPARED: APRIL 2019
 FINANCE: HELENA P. ALVES, LINA WILLIAMS

	FY 2019-2018 ORIGINAL BUDGET	FY 2019-2018 AMENDED BUDGET	CHANGE
<u>REVENUES:</u>			
Non Revenues	\$ 1,953,225	\$ 1,953,225	\$ -
Transfers from Other Funds	1,006,602	1,133,056	126,454
Misc. Revenue	500	500	-
Appropriated Fund Balance	226,454	-	(226,454)
TOTAL REVENUES:	<u>\$ 3,186,781</u>	<u>\$ 3,086,781</u>	<u>\$ (100,000)</u>
<u>EXPENDITURES:</u>			
Personal Services	\$ 1,175,168	\$ 1,175,168	\$ -
Operating Expenses	1,890,613	1,790,613	(100,000)
Capital Outlay	121,000	121,000	-
TOTAL EXPENDITURES:	<u>\$ 3,186,781</u>	<u>\$ 3,086,781</u>	<u>\$ (100,000)</u>

City of Palm Coast, Florida

Agenda Item

Agenda Date: 05/07/2019

Department	Utility	Amount	\$184,500.00
Item Key		Account	# 54029088 063000 81019
Subject	RESOLUTION 2019-XX APPROVING A WORK ORDER WITH CONNECT CONSULTING INC., FOR THE REPLACEMENT OF THE POTABLE WATER SUPPLY WELL SW-32		

Background:

UPDATED BACKGROUND FROM THE APRIL 30, 2019 WORKSHOP

This item was heard at the April 30, 2019 Workshop. There were no changes suggested to this item.

ORIGINAL BACKGROUND TO THE APRIL 30, 2019 WORKSHOP

Well SW-32 is a production well that supplies water to Water Treatment Plant #1. The well was originally constructed in 1979 and in the late 1990’s started producing sediment. A repair was made at that time which significantly reduced the well’s capacity.

Staff proposes to enlist the services of Connect Consulting, Inc. under their existing continuing services contract RFQ-PW-U-15-12 with the City. Connect Consulting will provide hydrogeological services and engage a well driller to replace SW-32 with a new well (SW-32r) on the same well site. The re-drilling will increase the water yield for that particular site. The cost of this project is \$184,500.00. Funds for this project have been budgeted for FY 2019 in the Utilities Capital Projects Renewals and Replacements funds.

SOURCE OF FUNDS WORKSHEET FY 2019

Improvements – Wellfield and Wells	54029088 063000 81019	\$3,825,000.00
Total Expended/Encumbered to Date.....		\$ 677,361.68
Pending Work Orders/Contracts.....		
Current (WO/Contract).....		\$ 184,500.00
Balance.....		\$2,963,138.32

Recommended Action :

Adopt Resolution 2019-XX approving a work order with Connect Consulting, Inc. for the replacement of potable water supply well SW-32.

RESOLUTION 2019-____
CONNECT CONSULTING
REPLACEMENT OF PUBLIC WATER SUPPLY WELL SW-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A WORK ORDER ISSUED TO CONNECT CONSULTING, INC., FOR HYDROGEOLOGICAL SERVICES FOR THE REPLACEMENT OF WELL SW-32; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE WORK ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Connect Consulting, Inc., is engaged in a continuing services contract to provide hydrogeological services to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to issue a work order under said contract to Connect Consulting, Inc., for the above referenced hydrogeological services relating to the Replacement of Well SW-32.

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

SECTION 1. APPROVAL OF WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of a work order to Connect Consulting, Inc., as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the work order as depicted in Exhibit “A.”

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

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

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida,
on this 7th day of May 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Connect Consulting - Work Order/Proposal

Approved as to form and legality

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

WORK ORDER # _____

PO #: _____



DATE: ____/____/20____

Project Manager's Initials _____

SUPPLIER INFORMATION

BID DETAILS

Name		Project Title	
Street		Bid #	
City, State, Zip		City Council Approval date	

TOTAL COST: \$ _____
(must equal amount of Purchase Order)

1. **INCORPORATION BY REFERENCE** The provisions of the agreement dated _____, _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.

2. **METHOD OF COMPENSATION (chose one):** _____ **FIXED FEE** _____ **NOT TO EXCEED***
Fixed - Amount Proposed is set amount for services – will not change regardless of time. Not to exceed -: Spend over time shall not exceed Total Cost without approved change order

*If "NOT TO EXCEED", then TOTAL COST is (chose one): _____ **UNIT BASED** _____ **PERCENT OF FIXED FEE** _____%

3. **PRICING (chose one):** _____ **ATTACHED** _____ **INCLUDED IN CONTRACT**

4. **SCHEDULE (chose one):** _____ **AS NEEDED BASIS** _____ **SHALL BE COMPLETED BY -** ____/____/20____

5. **DESCRIPTION OF SERVICES (chose one):** _____ **ATTACHED** _____ **INCLUDED IN CONTRACT**

6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** _____ **No** _____ **Yes** If yes, identify below:

7. **TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work Order and the Agreement.

8. **CONFLICT.** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

SUPPLIER APPROVAL

CITY APPROVAL

By: _____

By: _____

Print: _____

Print Name: _____

Title: _____

Title: Assistant City Manager or Designee

Date: _____

Date: _____

March 14, 2019

Donald Holcomb
WTP No. 1 Lead Operator
City of Palm Coast
2 Utility Drive
Palm Coast, FL 32164

RE: Proposal – City of Palm Coast
Public Water Supply Well SW-32 Replacement
CCI Project No: 100.61

Figures

1. Well Location Maps
2. Well Site Photographs
3. Original Well Completion Report
4. Conceptual Subsurface Well Construction Details
5. Typical Wellhead Completion Details

Tables

1. Well Construction Details

Dear Mr. Holcomb:

Connect Consulting, Inc. (CCI) is pleased to submit this proposal to replace Public Water Supply (PWS) well SW-32, a screened and gravel-packed well originally constructed in 1979. CCI has developed a scope of work to complete the project as requested by the City. SW-32 is located off Woodside Drive, Palm Coast, FL 32164 as shown on **Figure 1**. Site photographs are shown in **Figure 2**.

Discussion

SW-32 was originally constructed in April 1979 by Southern Drillers. SW-32 was one of 14 shallow production wells constructed in 1979 by ITT Community Development Corporation (ICDC). The construction of SW-32 was based on the results from a test well program conducted by CH2M Hill in 1977. This test well program was part of an exploratory effort by ICDC to develop a sustainable water supply for the Palm Coast development.

SW-32 was constructed as a 16x10-inch screened and gravel-packed well within the Shallow Clastic aquifer, more recently known as the Confined Surficial aquifer (CSA). As shown in the original well completion report (**Figure 3**), SW-32 was constructed by setting and cementing 16-inch diameter steel casing to ~70 feet, followed by installing a 10-inch diameter steel casing and stainless-steel well screen from 73 to 83 feet. After the initial construction was completed, the well was test pumped at 205 gallons per minute (GPM) and had a specific capacity of 5 GPM/ft. of drawdown. The original well construction details for SW-32 are listed below in **Table 1**.

Table 1 – Well Construction Details

Well Number	District ID	Outer Casing Diameter (in.)	Inner Casing Diameter (in.)	Outer Casing Depth (ft.)	Screen Depth (ft.)	Total Depth (ft.)	Source	Specific Capacity (GPM/Ft.)
SW-32	6661	16	10	70	73-83	88	CSA	5.0

Notes: in. – inches
GPM – Gallons per minute

ft. – feet
CSA – Confined Surficial aquifer

In the late 1990's, SW-32 began producing sediment and a 6-inch diameter PVC well screen and gravel pack was installed by Hausinger & Associates, Inc. inside the 10-inch stainless steel screen to remedy the issue. The installation of the 6-inch PVC well screen fixed the sediment production problem. In 2002, the 6-inch PVC screen was removed and the well was re-built again using 6-inch PVC well screen to address declining production. Since that time, the specific capacity has decreased to ~1 GPM/ft. of drawdown and the production rate has decreased to ~30 GPM. In 2018, the City requested that CCI provide a proposal to replace the well (SW-32R) onsite to improve the production rate of SW-32 leading to the submittal of this proposal.

Scope of Work

The following scope of work has been developed to implement the replacement of SW-32:

A. Hydrogeologic Services:

1. Apply for and secure a Consumptive Use Permit modification from the St. Johns River Water Management District (SJRWMD), adding SW-32R as a replacement well for SW-32.
2. Assist the licensed water well contractor in preparing and submitting a well construction permit to the SJRWMD.
3. Assist City with Florida Department of Environmental Protection (FDEP) permitting, Florida Administrative Code Chapter 62-555.
4. Provide project management
5. Develop conceptual well design and technical specifications
6. Provide oversight services during construction and testing

7. Collection and tabulation of testing data
8. Prepare a final report summarizing the construction and testing

Note: City staff will apply for and receive FDEP Public Water Supply permit needed for project (FDEP form 62-555.900(1)). CCI will assist with providing documents/information related to well construction and testing.

B. Field Services:

Task 1 – SW-32R Construction and Testing

1. Provide and prepare a boundary and topographic survey of Palm Coast Well Site SW-32 located on Woodside Drive and also known as Reserve Parcel A-6, Block 7 as shown on the plat of Wynnfield - Section 27, recorded in Map Book 9, Page 39 of the Official Records of Flagler County, Florida, Flagler County Property Appraiser ID 07-11-31-7027-00RP0-0A60. One (1) signed and sealed boundary and topographic survey maps on 24 inch by 36 inch media will be prepared. One (1) electronic AutoCAD drawing (.dwg) file and one (1) Adobe image (.pdf) file will be prepared.
2. Conduct a site visit with City staff to select a new location for SW-32R.
3. Apply for and secure a Well Construction Permit for SW-32R from the SJRWMD.
4. Remove the existing submersible pump and column. Deliver to City or dispose of as directed.
5. Mobilize drilling rig and support equipment.
6. Drill a 6-inch pilot hole to a target depth of up to 120 feet. Identify and log the cuttings every 10-feet and condition the borehole before removing the drilling tools.
7. Conduct geophysical logs (Electric and gamma ray) on the pilot hole.
8. Based on the cuttings (lithologic log) and the geophysical logs, finalize the well design by selecting the depth setting for the outer 16-inch casing and the screened interval for the inner 10-inch casing, screen, and blank sections.
9. Once the well design has been finalized, ream the 6-inch pilot hole to a nominal diameter of 20-inches to the depth selected for the outer 16-inch casing, estimated from existing data at ~50-feet.
10. Install new 16-inch diameter, 0.375-inch wall, steel casing.
11. Equip the steel outer casing with an air tight cement header. Install a tremie line through the air tight header to within 5 feet of the bottom of the casing. Then pressure grout the outer casing, bottom to top with neat Type I/II Portland cement.
12. After allowing the cement to cure for at least 8-hours, drill out a nominal 16-inch bore hole to the target total depth to accommodate a 10-inch inner, stainless steel casing, a 10-inch stainless steel (40-50 slot) well screen and a 10-inch stainless steel blank (5-foot) on the bottom of the screen.

13. Install the 10-inch inner casing, screen and blank section to the target total depth, estimated from existing data at ~90 feet.
14. Once the inner casing and screen have been installed, immediately fill the annulus using a tremie line with new, clean, well rounded silica gravel pack, from bottom to top, by “washing” in the gravel using clean, fresh potable water with disinfectant added periodically during the installation.
15. After the gravel pack has been installed to a point ~10-feet below the top of casing, treat the well with a solution of sodium hexametaphosphate (SHMP) or other mud thinning agent placed in the screen section (~600 gallons) and left in the well over night.
16. After the SHMP treatment, begin well development, which will consist of a combination of high pressure (+600 PSI) horizontal jetting and simultaneous eductor reverse air development. Development should proceed until the well is fully developed and the discharge is sand free, which could take up to 40 hours.
17. After the well is completely developed, conduct a step-drawdown pumping test at three (3) increasing rates, such as 100-125-150 GPM or as directed by the Hydrogeologist.
18. Conduct a constant rate pumping test (4-hours) at the recommended design rate, which will be determined from the analysis of the step-drawdown pumping test. Assist the City in the collection of water quality samples during the last hour of the constant rate pumping test. The samples will be analyzed by the City’s contract environmental laboratory for Florida Administrative Code 62-550 and 62-555 parameters required to place the well into service.
19. Construct a minimum 6’x6’x8” concrete well pad and pump pedestal that meets current FDEP standards.
20. Furnish new submersible well pump and motor complete.
21. Complete equip and connect work as detailed in Task 2.
22. Disinfect the well and turn the well over to the City for bacteriologic sample clearance. **Figure 4** illustrates the conceptual subsurface design for the new well.
23. Clean up and restore the site; demobilize equipment and materials.

Task 2 – Equip and Connect

1. City staff will provide drawings on FDEP-approved wellhead piping layout. **Figure 5** shows the typical wellhead completion details.
2. Furnish and install a new stainless-steel discharge head.
3. Reconnect the wellhead piping and install additional piping where needed. The City will provide a new flow meter for installation in the pipeline.
4. Assist City with re-installing electrical service to the new well and flow test and adjust the pump. Includes furnishing a new variable frequency drive (VFD) for City staff to connect.

5. Prepare an As-built/Record Survey of the proposed improvements at the site. Provide one (1) signed and sealed boundary and topographic survey maps on 24 inch by 36 inch media and one (1) electronic AutoCAD drawing (.dwg) file, and one (1) Adobe image (.pdf) file.
6. Provide documents/information related to well construction and testing to support City staff responsible for submitting the *Certification of Construction Completion and Request for Clearance to Place Permitted PWS Component into Service* (FDEP form 62-555.900(3)).

Task 3 – SW-32 Abandonment

1. Apply for and secure a Well Abandonment Permit for SW-32 from the SJRWMD.
2. Mobilize necessary equipment for abandonment work.
3. The abandonment of SW-32 will begin by removing the 6-inch diameter PVC casing and screen. The inside of the 10-inch diameter casing and screen will then be cleaned to TD.
4. The 10-inch diameter casing and screen will then be removed. In the past this has been done by either attaching by weld, a casing vibrator to the steel inner casing and using a crane to pull the casing and screen assembly out of the well or by using jacks.
5. If the inner screen is able to be removed bentonite pellets will be placed as deep as possible in the borehole at SW-32, overlapping the bottom of the 16-inch casing by at least 5-feet. A grout tremie line will then be placed within 2-feet of the top of the bentonite pellets and neat Portland Type I/II cement will be pumped from bottom to top back to land surface. The top of the 16-inch casing will be cut ~2 feet below grade and the hole filled with sand, leveled, and graded smooth.
6. Demolish and remove the existing well pad and pump pedestal. Remove and dispose of concrete off site as appropriate.
7. Clean up the site and demobilize.

Project Team

We propose to team with Atlantic Drafting and Surveying, Inc., Advance Borehole Services, Inc., and Freeman Well Drillers, Inc. to complete this project.

Cost and Schedule

CCI will complete the scope of work described above on a lump sum/fixed fee basis as follows:

SW-32 Replacement:	\$184,500.00
Time of Completion:	180 Days

We appreciate the opportunity to assist the City with this project.

Please review this proposal and contact us with any questions.

Sincerely:

Connect Consulting, Inc.

Gary E. Eichler

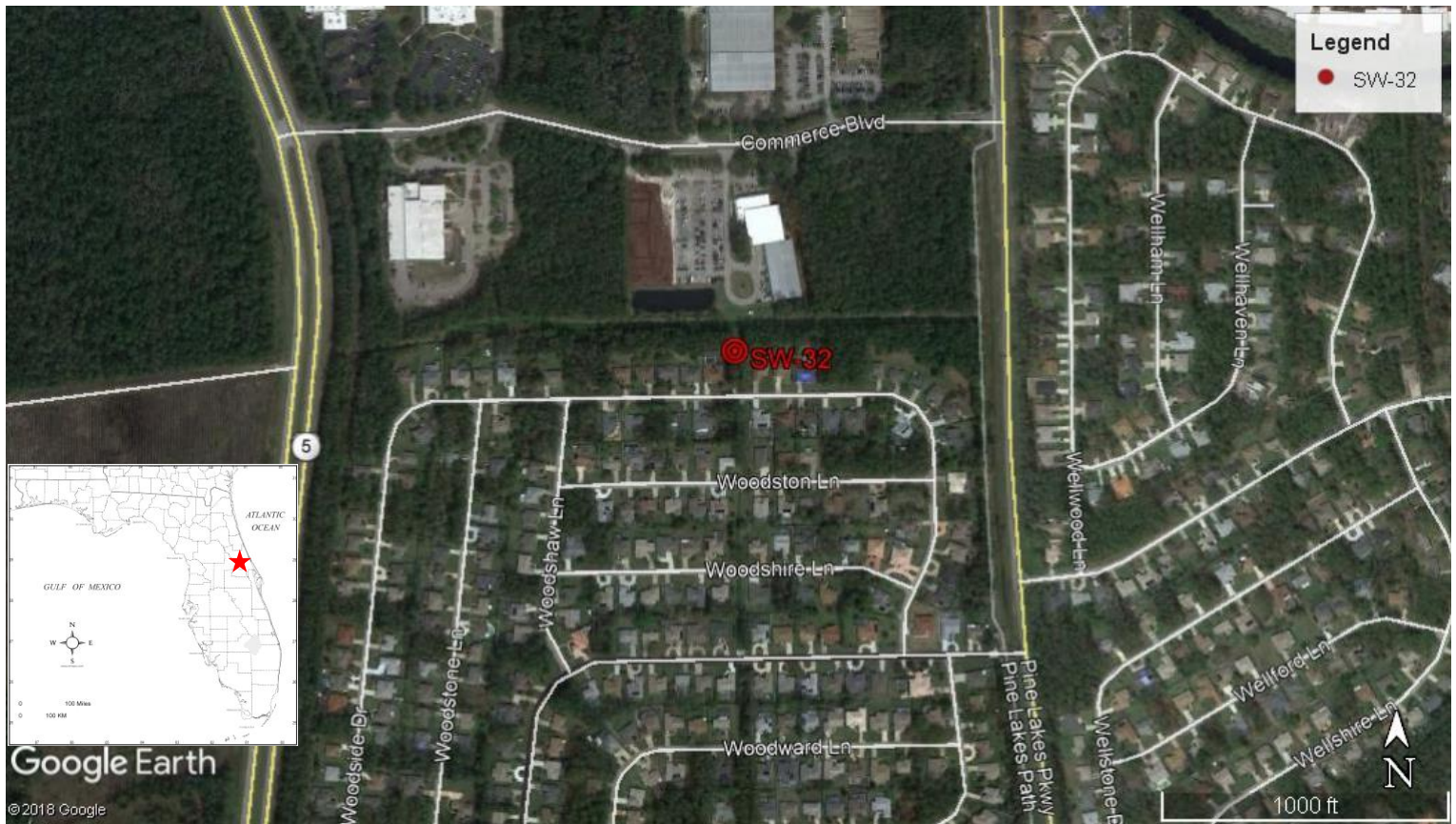
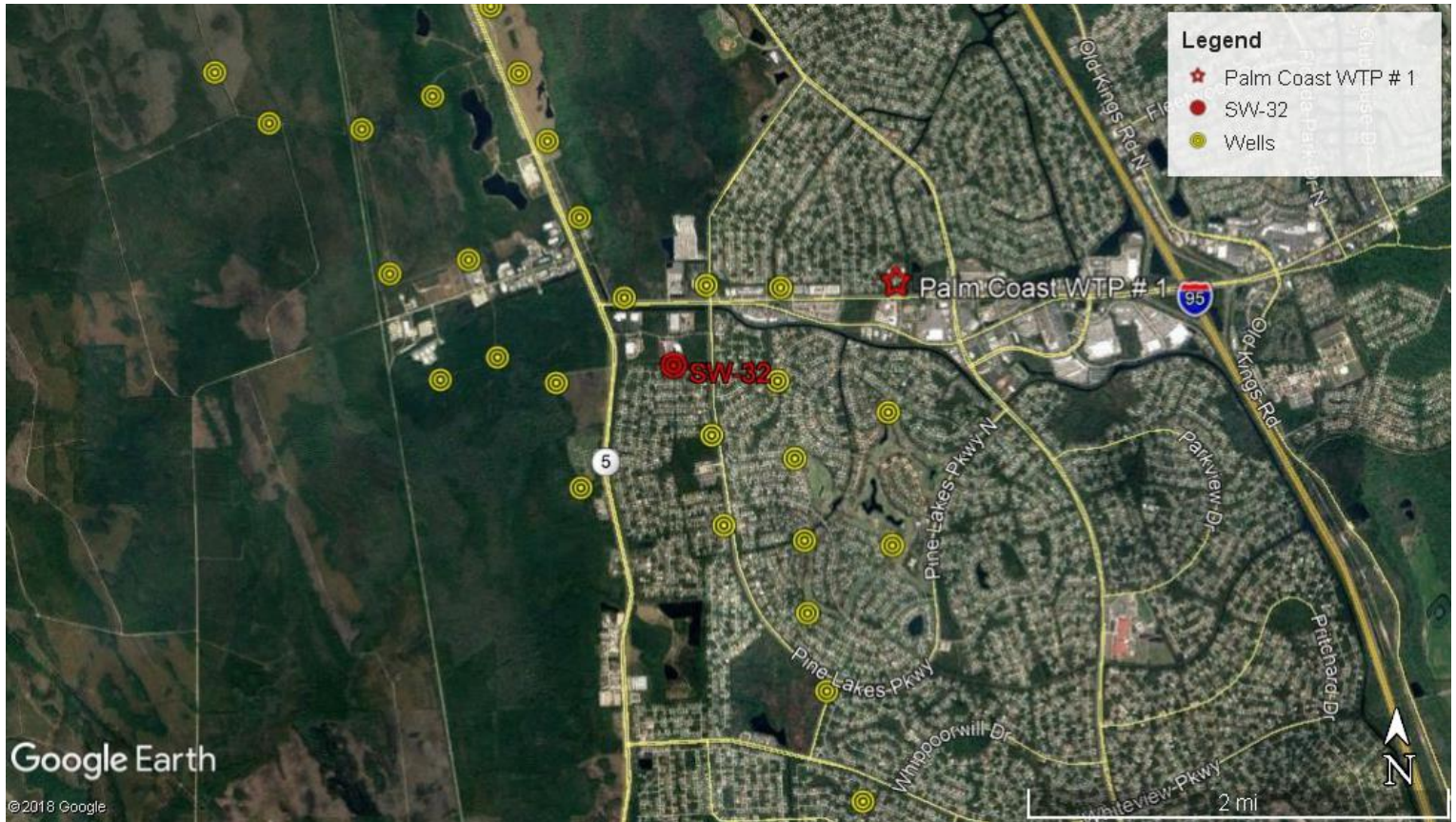
Gary E. Eichler, P.G
Principal Hydrogeologist

David S. Robertson

David S. Robertson, P.G
Principal Hydrogeologist

Cc: Richard Adams
Peter Roussel
Thomas Freeman
Jim Andersen

FIGURES





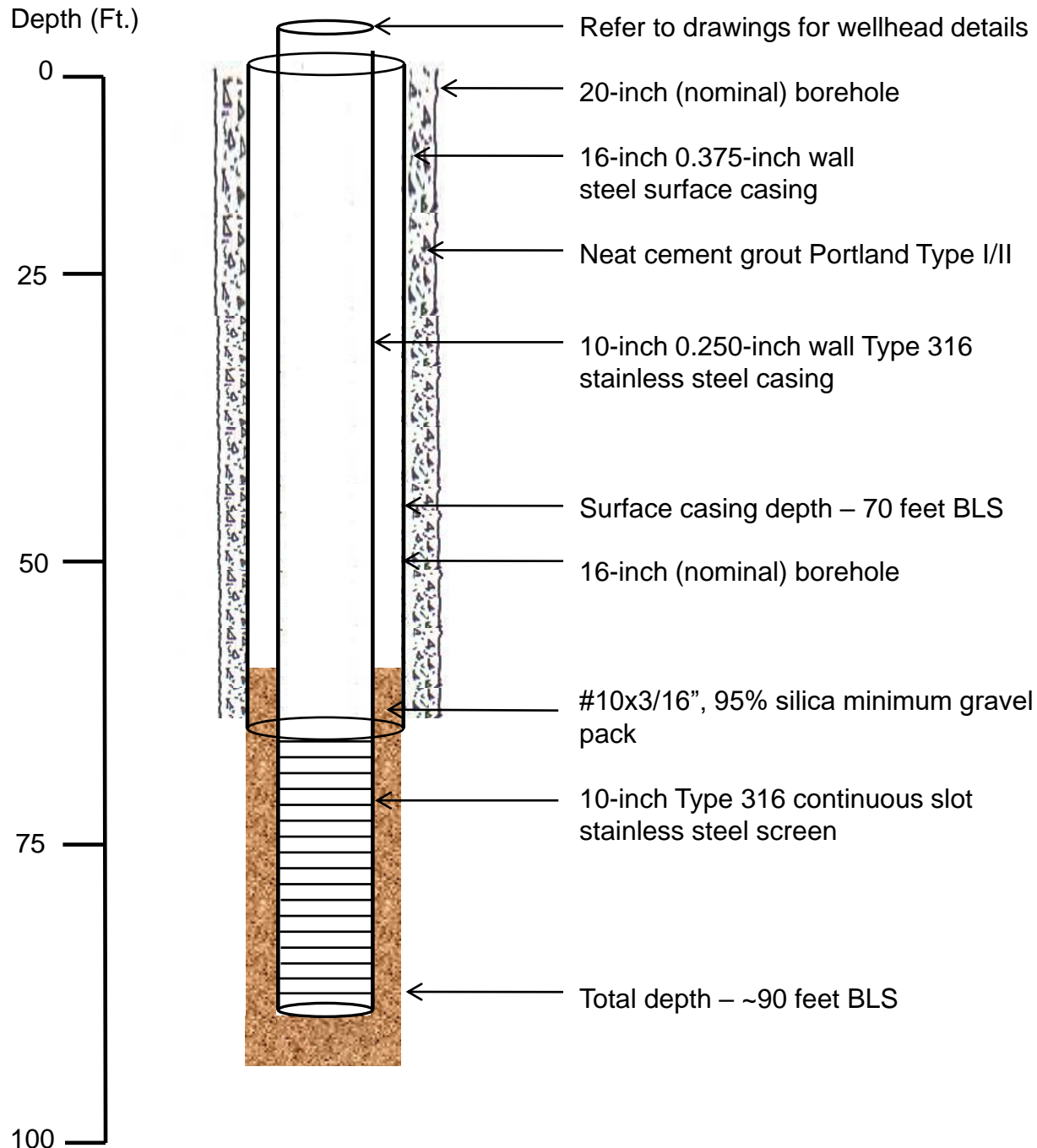
**ITT COMMUNITY DEVELOPMENT CORPORATION
FLAGLER COUNTY, FLORIDA**

WELL COMPLETION REPORT

DEPTH	RESISTIVITY LOG	WELL CONSTRUCTION AND LITHOLOGY	GAMMA RAY LOG	TEST DATA
0	- 20 + OHMS		counts/sec. 10 20 30 40	Well <u>SW-32</u>
				Date completed <u>20 April 1979</u>
				Location <u>Central Zone</u>
				Elevation (msl) <u>30</u> ft
				Casing diameter <u>10 x 16</u> in.
				Casing depth <u>70</u> ft
				Screen diameter <u>10</u> in.
				Screen slot size <u>40</u>
				Screen interval <u>73-83</u> ft
				Total depth <u>88</u> ft
				Test intervals <u>None</u>
				<u> </u> ft
				Well construction <u>Rotary</u>
				Driller <u>Southern Drillers</u>
			FINAL PUMP TEST	
			Date completed <u>27 April 1979</u>	
			Duration <u>24</u> hr	
			Pumping rate <u>205</u> gpm	
			Static water level <u>6.57</u> ft	
			Maximum drawdown <u>40.11</u> ft	
			Specific capacity <u>5</u> gpm/ft	
			Measuring point <u>2.5</u> ft	
			(Above land surface)	
			WATER QUALITY INDICATORS (mg/l)	
			Chloride Cl <u>28</u>	
			Total iron Fe <u>0.80</u>	
			Total hardness <u>302</u>	
			Sulfate SO ₄ <u><1</u>	
			Total dissolved solids <u>416</u>	
			Conductivity <u>625</u> (μmhos)	
			SITE EVALUATION	
			Casing depth <u>70</u> ft	
			Screen setting <u>73-83</u> ft	
			Open hole <u> </u> ft	

Project No. GN18401.80

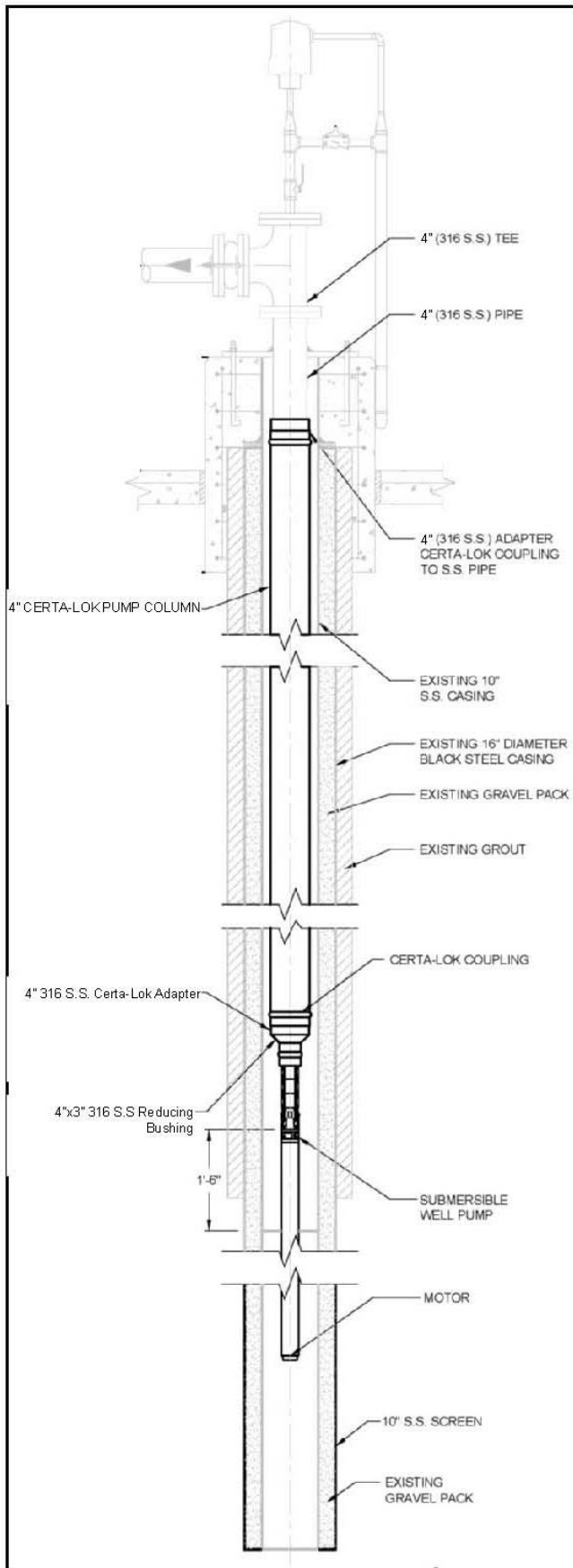




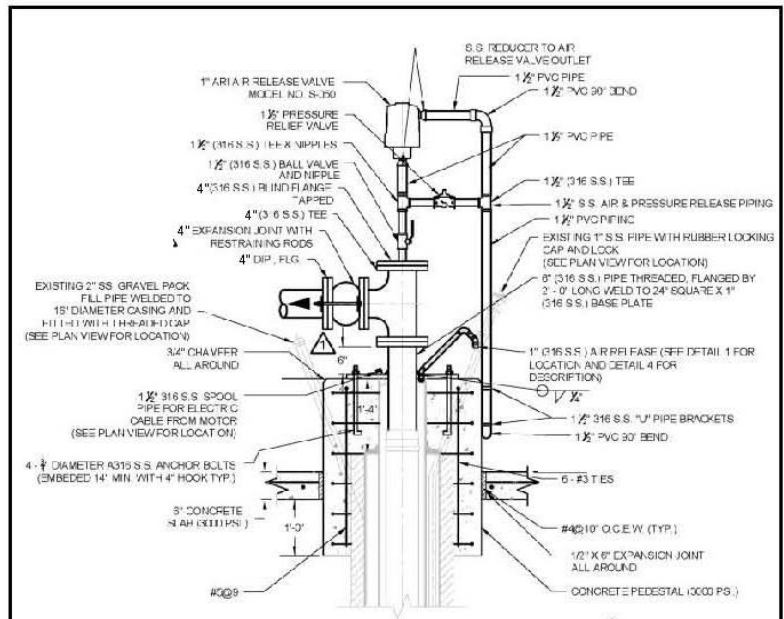
Not To Scale

Notes:

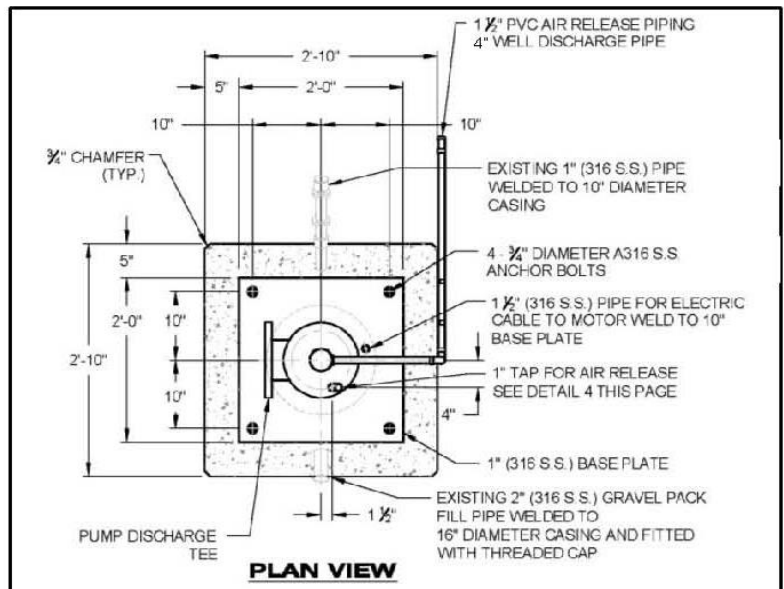
1. Pit casing not shown.
2. Actual depths to be determined in the field based on subsurface conditions and pilot hole data.



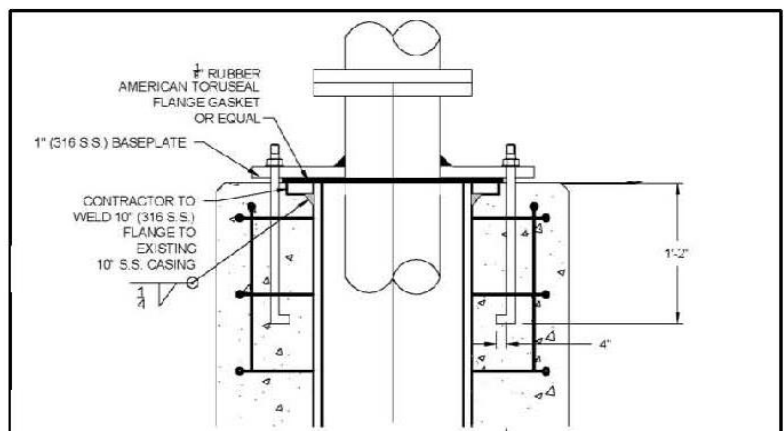
Well Section



Pump Discharge Section



Pump Pedestal Detail

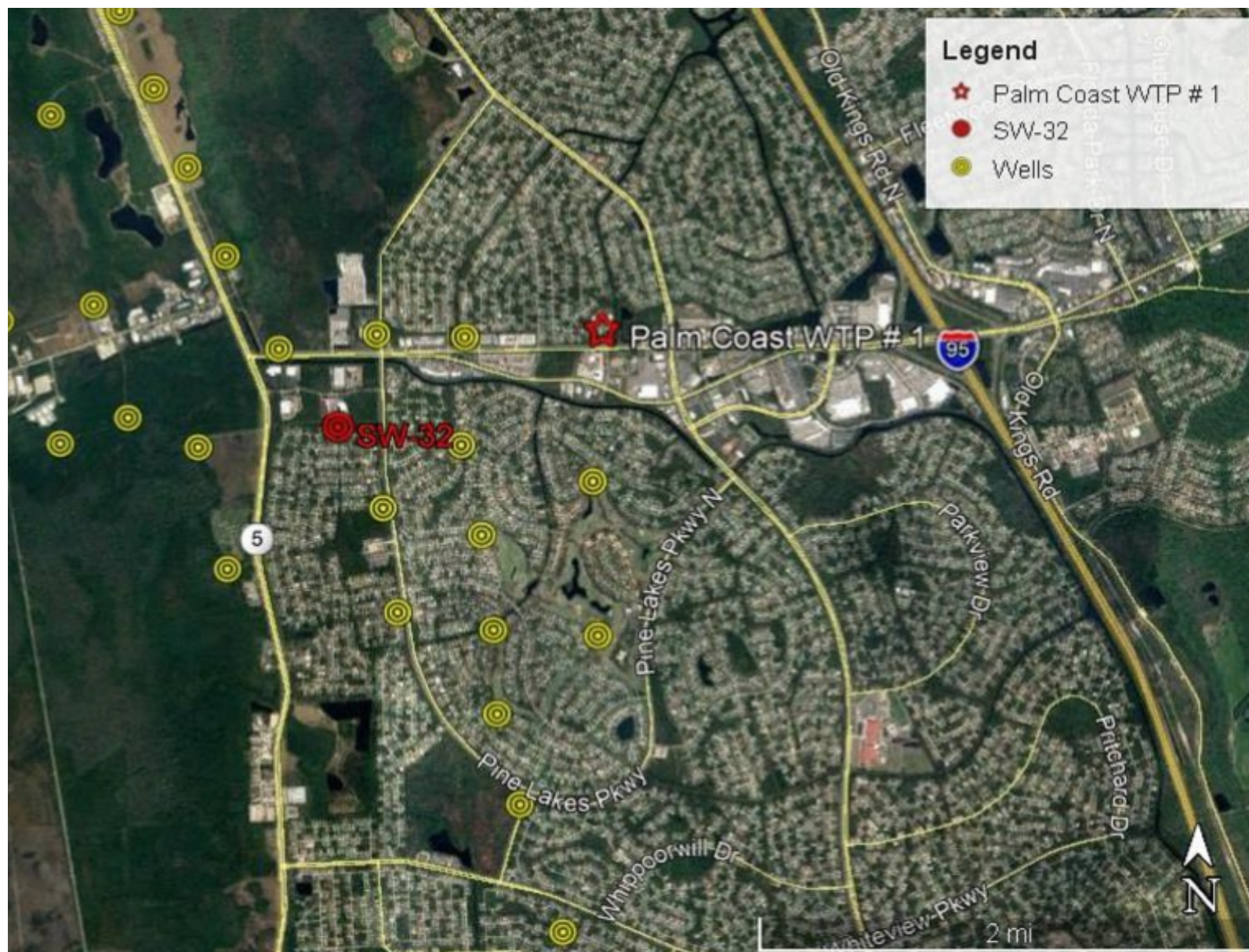


Casing Flange Detail





SW-32 Re-drill



City of Palm Coast, Florida

Agenda Item

Agenda Date: 05/07/2019

Department	UTILITY	Amount	\$85,000.00
Item Key		Account	54029083 063000 85005
Subject	RESOLUTION 2019-XX APPROVING MASTER SERVICES AGREEMENTS WITH PBM CONSTRUCTORS, INC. AND S.E.CLIN CONSTRUCTION, INC. FOR WATER AND WASTEWATER EMERGENCY CONSTRUCTION SERVICES		
Background: <u>UPDATED BACKGROUND FROM THE APRIL 30, 2019 WORKSHOP</u> This item was heard at the April 30, 2019 Workshop. There were no changes suggested to this item.			
<u>ORIGINAL BACKGROUND TO THE APRIL 30, 2019 WORKSHOP</u> The City's Utility Department / Wastewater Operations requested bids from qualified underground utility contractors for emergency construction services to assist utility staff with emergency repairs in the Water Distribution, Wastewater Collection and Reuse Distribution systems. Types of emergency services would qualify as; failed potable water mains, sewer force mains, gravity sewer manholes, reuse water mains, pump stations and treatment plant process equipment. Such types of failures may represent an immediate health or safety hazard to the public and/or public means of transportation. In accordance with the City's Purchasing Policy, City staff advertised and solicited bids for qualified underground utility contractors for emergency construction services. Staff reviewed bids from PBM Constructors, Inc. of Jacksonville, Florida and S.E. Cline Construction, Inc. of Palm Coast, Florida and deemed both were qualified and an intent to award was issued on February 25, 2019. The project bid overview and notice of intent to award are attached. Staff recommends City Council approve master services agreements with PBM Constructors, Inc. and S.E.Cline Construction, Inc. These services will be used on an as-needed basis for emergency purposes. Funds are appropriated in the Operating Budget of the Utility Enterprise Fund. Annual spending for FY19 is estimated to be \$85,000.00			
Recommended Action : Adopt Resolution 2019-XX approving master services agreements with PBM Constructors, Inc. and SE Cline Construction, Inc. for Water and Wastewater emergency construction services.			

RESOLUTION 2019-_____
PBM CONSTRUCTORS, INC. AND S.E. CLINE CONSTRUCTION, INC.
WATER AND WASTEWATER
EMERGENCY CONSTRUCTION SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A MASTER SERVICES AGREEMENT WITH PBM CONSTRUCTORS INC. AND S.E. CLINE CONSTRUCTION INC. FOR WATER AND WASTEWATER EMERGENCY CONSTRUCTION SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, PBM Constructors Inc. and S.E. Cline Construction Inc., have expressed a desire to provide Water and Wastewater Emergency Construction Services to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires for PBM Constructors Inc. and S.E. Cline Construction Inc. to provide Water and Wastewater Emergency Construction Services to the City of Palm Coast.

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

SECTION 1. APPROVAL OF MASTER SERVICES AGREEMENTS. The City Council of the City of Palm Coast hereby approves the terms and conditions of the master services agreements with PBM Constructors Inc. and S.E. Cline Construction Inc. to provide Water and Wastewater Emergency Construction Services, which are 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 30th day of April 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Master Services Agreement-PBM Constructors Inc. and S.E. Cline Construction Inc.

Approved as to form and legality

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



Administrative Services & Economic Development
Central Services Division

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

NOTICE OF INTENT TO AWARD

Project: ITB-UT-19-20 - Water and Wastewater Emergency Construction Services

Date: 2/25/2019

Appeal Deadline: Appeals must be filed by 5:00 PM on 2/28/2019

Firm	Bid
PBM Constructors, Inc. Jacksonville, FL	\$1,396.00
S.E. Cline Construction, Inc. Palm Coast, FL	\$1,642.20

The intent of the City of Palm Coast is to award ITB-UT-19-20 to PBM Constructors, Inc. and S.E. Cline Construction, Inc.

Cc: Contract Coordinator, Project Manager, ASSED Director, Department Director

Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Central Service Division's Bid Protest procedures.

A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Administrative Services and Economic Development Director, Beau Falgout (bfaigout@palmcoastgov.com) shall constitute a waiver of the protest proceedings.



ITB-UT-19-20 - Water and Wastewater Emergency Construction Services

Project Overview

Project Details	
Reference ID	ITB-UT-19-20
Project Name	Water and Wastewater Emergency Construction Services
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Invitation to Bid is issued for the purpose of selecting qualified contractors to perform water and wastewater emergency construction services under a Master Services Agreement.
Open Date	Feb 06, 2019 8:00 AM EST
Intent to Bid Due	Feb 21, 2019 1:00 PM EST
Close Date	Feb 21, 2019 2:00 PM EST

Highest Scoring Supplier	Score
PBM Constructors, Inc.	100 pts

Seal status



Requested Information	Unsealed on	Unsealed by
Price Schedule and Detailed Price Schedule	Feb 21, 2019 2:01 PM EST	Jesse Scott
Required Forms 1 - 4	Feb 21, 2019 2:01 PM EST	Jesse Scott
References	Feb 21, 2019 2:01 PM EST	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?
ralph hand	Feb 22, 2019 8:59 AM EST	No
Randy Zaleski	Feb 22, 2019 6:47 AM EST	No
Jesse Scott	Feb 21, 2019 2:02 PM EST	No
Mike Hughes	Feb 25, 2019 8:30 AM EST	No



Project Criteria

Criteria	Points	Description
Required Forms 1 - 4, References and Addenda if Issued	Pass/Fail	Completed as requested.
Required Forms 1 - 4, References	Pass/Fail	Technical Review to include verification of accurate information to include reference review.
Price Schedule to include detail sheet	100 pts	Actual total price from detail sheet summed total.
Price Schedule to include detail sheet	Pass/Fail	verify that submission seems accurate and within guidelines based on industry experience. Reasonableness verified.
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Required Forms 1 - 4, References and Addenda if Issued	Required Forms 1 - 4, References	Price Schedule to include detail sheet	Price Schedule to include detail sheet
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	/ 100 pts	Pass/Fail
PBM Constructors, Inc.	100 pts	Pass	Pass	100 pts (\$1,396.00)	Pass
S.E. Cline Construction, Inc.	85.01 pts	Pass	Pass	85.01 pts (\$1,642.20)	Pass

City of Palm Coast, Florida

Agenda Item

Agenda Date: 05/07/2019

Department	FINANCE	Amount
Item Key	6344	Account
Subject	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	
Background: <u>UPDATED BACKGROUND FROM THE APRIL 30, 2019 WORKSHOP</u> This item was heard at the April 30, 2019 Workshop. There were no changes suggested to this item. On May 6, 2019, staff received the fourth amendment to the subgrant and have included it for Council’s consideration. The third and fourth amendments would increase the reimbursement funding by \$1,140,089.88 for a total of \$3,285,132.52. <u>ORIGINAL BACKGROUND TO THE APRIL 30, 2019 WORKSHOP</u> 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 third amendment to the federally-funded subgrant agreement with the Florida Department of Emergency Management. This amendment would increase the reimbursement funding by \$1,115,169.32 for a total of \$3,260,211.96.		
Recommended Action : Adopt 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.		

RESOLUTION 2019 - ____
FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT
HURRICANE IRMA EXPENSES
MODIFICATIONS #Z0372 3 and 4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING MODIFICATION #3 AND #4 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 amendments 3 and 4 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 7th day of May 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachments: Exhibit A-Amendments 3 and 4 to the Florida Department of Emergency Management Subgrant Agreement

Approved as to form and legality

William E. Reischmann, Jr., Esquire
City Attorney

**MODIFICATION # _____ TO SUBGRANT AGREEMENT
BETWEEN THE DIVISION OF EMERGENCY
MANAGEMENT AND**

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and _____ ("Sub-Recipient"), to modify Contract Number _____, which began on _____ ("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 _____ in funds; and,

WHEREAS, the Division and Sub-Recipient desire to modify the Agreement by increasing the Federal funding _____ 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 _____ and the State share by _____ for the maximum amount payable under the Agreement to _____.
2. The Scope of Work, Attachment A to the Agreement, is hereby modified as set forth in the _____ 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: _____

By: _____

Name and Title: _____

Date: _____

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Jared Moskowitz, Director**

Date: _____

Attachment A - 3rd 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	\$591,946.46	80.00%	\$73,993.31	10.00%	\$73,993.30	10.00%	\$739,933.07	9/04/2017	3/10/2018
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:			\$3,004,738.04		\$255,473.92		\$255,473.89		\$3,515,685.85		

**MODIFICATION # _____ TO SUBGRANT AGREEMENT
BETWEEN THE DIVISION OF EMERGENCY
MANAGEMENT AND**

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and _____ ("Sub-Recipient"), to modify Contract Number _____, which began on _____ ("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 _____ in funds; and,

WHEREAS, the Division and Sub-Recipient desire to modify the Agreement by increasing the Federal funding _____ 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 _____ and the State share by _____ for the maximum amount payable under the Agreement to _____.
2. The Scope of Work, Attachment A to the Agreement, is hereby modified as set forth in the _____ 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: _____

By: _____

Name and Title: _____

Date: _____

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Jared Moskowitz, Director**

Date: _____

Attachment A - 4th 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	\$591,946.46	80.00%	\$73,993.31	10.00%	\$73,993.30	10.00%	\$739,933.07	9/04/2017	3/10/2018
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:			\$3,026,098.52		\$259,034.00		\$259,033.97		\$3,544,166.49		

City of Palm Coast, Florida Agenda Item

Agenda Date: 05/07/2019

Department Item Key	Amount Account
Subject CALENDAR/WORKSHEET	
Background :	
Recommended Action :	



Meeting Calendar for 5/7/2019 through 5/31/2019

5/7/2019 6:00 PM

City Council
City Hall

5/8/2019 5:00 PM

Leisure Services Advisory Committee
Palm Coast Community Center

5/10/2019 8:30 AM

Volunteer Firefighters' Pension Board
Fire Station #25

5/14/2019 9:00 AM

City Council Workshop
City Hall

5/15/2019 5:30 PM

Planning & Land Development Regulation Board
City Hall

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

#	File #	Item	Title	Staff
			Workshop 5/14/2019	
1		Presentation	Fund Accounting and Long Term Planning	Alves/Williams
2		Resolution	Belle Terre Pipe Crossing Rehab. Project Award Contract	Brennan
3		Resolution	K-6/Weir Rehabilitation Design	Brennan
4		Resolution	ESO Software	Burkhart/Forte
5		Resolution	Piggyback Prince William County School Board, Cintas Uniform Rental and	Conceicao
6		Resolution	Expansion of Innovation District	Newingham
			Business 05/21/2019	
1		Resolution	Belle Terre Pipe Crossing Rehab. Project Award Contract	Brennan
3		Resolution	ESO Software	Burkhart/Forte
4		Ordinance 1st	Matanzas Woods Retail Center – FLUM	Hoover
5		Ordinance 1st	Matanzas Woods Retail Center – Rezoning	Hoover
6		Resolution	American Village Final Plat	Hoover
7		Resolution	Expansion of Innovation District	Newingham
8		Ordinance 2nd	Annexation Grand Landings	Papa
9		Ordinance 1st	FLUM Grand Landings	Papa
10		Ordinance 1st	Rezoning Grand Landings	Papa
11		Ordinance 2nd	Craig Flagler Palms – Rezoning	Papa
12		Appointment	PLDRB alternate members	Smith
			Workshop 5/28/2019	
1		Ordinance	Bi-direction amplifier	Faust
2		Resolution	IA FC Lease Program radios and service agreement	Falgout
3		Resolution	IA FC Service Agreement	Falgout
			Business 6/04/2019	
1		Ordinance	Bi-direction amplifier	Faust
2		Resolution	IA FC Lease Program radios and service agreement	Falgout
3		Resolution	IA FC Service Agreement	Falgout
4		Presentation	Citizens Academy Graduation	Lane
5		Ordinance 2nd	Matanzas Woods Retail Center – FLUM	Hoover
6		Ordinance 2nd	Matanzas Woods Retail Center – Rezoning	Hoover
			Workshop 6/11/2019	
1		Ordinance	Animal Control amendment	Grossman

			Business 6/18/2019	
1		Presentation	Florida Department of Health Updates	Gretchen Smith/DOH
2		Ordinance	Animal Control amendment	Grossman
			Future	
1		Resolution	IA Supplemental - OKR S	Adams/Flanagan
2		Resolution	Annual Fire Inspection Fees	Alves
3		Presentation	Budget-Property Tax and Other Revenue- 6/25	Alves/Williams
4		Presentation	Proposed General Fund and TRIM Rate 7/9	Alves/Williams
5		Resolution	Proposed Millage Rate 7/16	Alves/Williams
6		Presentation	Proposed Utility, Stormwater, IT & Bldg Funds 7/30	Alves/Williams
7		Presenation	5 yr CIP 8/13	Alves/Williams
8		Presentation	Proposed Budget for all remaining funds 8/13	Alves/Willaims
9		Presentation	Proposed Budget-all funds 8/27	Alves/Williams
10		Resolution	SAP adoption	Bevan
11		Presentation	SAP Evaluation 2	Bevan
12		Presentation	SAP Evaluation 3	Bevan
13		Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
14		Presentation	Council Priority Update 7/9	Bevan
15		Presentation	October 15 Council Priority Update Presentation	Bevan
16		Resolution	WO WWTP Blair Castle Dr forcemain design project	Blake/Kronenberg
17		Resolution	WWTP 1 Headworks and Aeration design Project	Blake/Kronenberg
18		Resolution	FEMA Generators	Blake/Kronenberg
19		Resolution	Pine Lakes Pkwy Forcemain and Lift Station Improvements	Blake/Kronenberg
20		Resolution	Equip 3 Wells and Raw Water Main, PH 3	Blake/Kronenberg
21		Resolution	K-6 Weir Rehabilitation Construction	Brennan
22		Resolution	Project Price is Right Incentive Agreement	Newingham