



# City of Palm Coast Agenda COUNCIL MEETING AMENDED AGENDA

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

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

---

**Tuesday, June 18, 2019**

**9:00 AM**

**CITY HALL**

---

**City Staff**

**Matthew Morton, City Manager**

**William Reischmann, City Attorney**

**Virginia A. Smith, City Clerk**

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

**A. CALL TO ORDER**

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

**C. ROLL CALL**

**D. PUBLIC PARTICIPATION**

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

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

**E. MINUTES**

**1. MINUTES**

**MINUTES OF THE JUNE 4, 2019 BUSINESS MEETING**

**MINUTES OF THE JUNE 11, 2019 WORKSHOP**

**F. PRESENTATIONS**

**2. PRESENTATION-PUBLIC HEALTH OF THE COMMUNITY BY THE DEPARTMENT OF HEALTH-FLALGER**

**G. ORDINANCES FIRST READ**

**3. ORDINANCE 2019-XX AMENDMENT TO THE GRAND LANDINGS MASTER PLANNED DEVELOPMENT (MPD) REZONING TO EXPAND THE SIZE OF THE MPD BY 119.2 ACRES FROM 774.4 ACRES TO 893.6 ACRES-UPDATE APPLICANT REQUESTED 2ND CONTINUANCE**

**H. RESOLUTIONS**

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

**I. CONSENT**

**5. RESOLUTION 2019-XX APPROVING THE FY 2020-2022 STATE HOUSING INITIATIVES PARTNERSHIP LOCAL HOUSING ASSISTANCE PLAN**

**6. RESOLUTION - PIGGYBACKING PRINCE WILLIAM COUNTY PUBLIC SCHOOLS CONTRACT WITH CINTAS NO. 2 FOR THE PURCHASE OF UNIFORM RENTAL SERVICES**

**7. RESOLUTION 2019-XX APPROVING A MASTER SERVICES AGREEMENT WITH AQUATIC MANAGEMENT PLUS, LLC FOR STORMWATER UTILITY SITE MAINTENANCE**

**8. RESOLUTION 2019-XX APPROVING FLEET MAINTENANCE AND REPAIR SERVICE PURCHASES FROM PALM COAST FORD ON AN AS NEEDED BASIS**

**9. RESOLUTION 2019 XX APPROVING MASTER PRICE AGREEMENTS WITH ALPHA GENERAL SERVICES, INC. AND INTEGRITY SALES AND MARKETING, INC. FOR**

## **REPLACEMENT PUMPS FOR LOW PRESSURE EFFLUENT PUMPING SYSTEM**

### **J. PUBLIC PARTICIPATION**

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

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

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

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

### **N. ADJOURNMENT**

## **10. CALENDAR/WORKSHEET**

## City of Palm Coast, Florida Agenda Item

Agenda Date :

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>		<b>Account</b>
<b>Subject</b>	MINUTES MINUTES OF THE JUNE 4, 2019 BUSINESS MEETING MINUTES OF THE JUNE 11, 2019 WORKSHOP	
<b>Background :</b>		
<b>Recommended Action :</b> Approve the minutes of the June 4, 2019 Business Meeting and the June 11, 2019 Workshop		





## City of Palm Coast Minutes COUNCIL MEETING

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

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

---

**Tuesday, June 4, 2019**

**6:00 PM**

**CITY HALL**

---

### City Staff

**Matthew Morton, City Manager**  
**William Reischmann, City Attorney**  
**Virginia A. Smith, City Clerk**

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

### **A. CALL TO ORDER**

*Mayor Holland called the meeting to order at 6:00 PM*

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

### **C. ROLL CALL**

*City Clerk Virginia Smith called the roll. All members were present.*

### **D. PUBLIC PARTICIPATION**

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

Council Members and staff will be available after the meeting to discuss the matter and answer questions.

*Robert MacDonald was concerned about the disruption Cline Construction is causing in the R Section.*

*Steve Carr asked about the traffic study for Florida Park Drive and would like to have a study regarding the noise.*

*George Mayo was uncomfortable because the room was too hot. He asked that items K 9 and K12 be pulled from consent for discussion. After the events in the City of Virginia Beach, he suggested that after an employee gets fired or is asked to resign, does the City provide a wellness check within 24 hours of the event to see if they need help of some kind to get them through the transition.*

*Marilyn Johnson spoke of the struggle to pay mortgages and rents and hoped that Council would start some sort transportation within the County and to entice industry to make it easier for people to find employment.*

## **E. MINUTES**

### **1. MINUTES MINUTES OF THE MAY 21, 2019 BUSINESS MEETING MINUTES OF THE MAY 28, 2019 WORKSHOP**

**Pass**

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

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

## **F. PRESENTATIONS**

### **2. PALM COAST CONNECT - CITIZEN PORTAL**

*Mr. Morton, Mr. Doug Akins, and Ms. Cynthia Schweers presented a PowerPoint presentation, which is attached to these minutes. Topics discussed included: being better able to know the data behind the calls that come in from the residents; the amount of time and effort taken from the management in creating the App; marketing team putting together how to best communicate to the residents on how to use the application.*

## **G. ORDINANCES SECOND READ**

### **3. ORDINANCE 2019-XX FUTURE LAND USE MAP AMENDMENT FOR 7.1 +/- ACRE PARCEL LOCATED 500' NORTHEAST OF OLD KINGS ROAD EXTENSION AND MATANZAS WOODS PARKWAY INTERSECTION FROM GREENBELT TO MIXED USE-MATANZAS RETAIL CENTER**

**Pass**

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

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

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

*Public Comment:*

*Valarie Halperin expressed her concerns about the possible congestion this development may cause to the area.*

*Don Masingale was in favor of the shopping center. He felt it was a good addition to that end of town.*

*Pat Erwin was not in favor of the developments. She felt the development should not be so close to the school.*

*Katherine Sheller was not in favor of having the development so close to the high school.*

*Mayor Holland spoke of the restrictions the City is under by State Land Use Law. Mr. Tyner explained the process the Developments go through.*

**4. ORDINANCE 2019-XX ZONING MAP AMENDMENT FOR 29.61+/- ACRES ON THE WEST SIDE OF OLD KINGS ROAD AND NORTH OF MATANZAS WOODS PARKWAY FROM GENERAL COMMERCIAL (COM-2), PUBLIC/SEMI-PUBLIC (PSP), & RURAL ESTATES (EST-2) TO MPD-MATANZAS WOODS RETAIL CENTER**

*Attorney Reischmann read the title of the ordinance into the record. Attorney Reischmann announced that this is a quasi-judicial matter and asked for any ex-parte communication. There was none. Mr. Morton gave a brief overview.*

**Pass**

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

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

**H. RESOLUTIONS**

**5. RESOLUTION 2019-XX PALM COAST REH SUBDIVISION FINAL PLAT**

*Mr. Morton gave an overview of the item. Staff reported on a small change asking the developer to provide a bond or letter of credit to insure the public*

*improvements. Public Comment. Jack Carrall thought there were too many gas stations in the City.*

*The meeting recessed at 6:00 p.m. Mayor Holland called the CRA Meeting to order.*

**Pass**

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

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

**I. RECESS CITY COUNCIL BUSINESS MEETING AND CONVENE THE SR 100 CRA BUSINESS MEETING**

**6. STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY RESOLUTION 2019-XX APPROVING UPDATES TO THE INNOVATION DISTRICT AND INNOVATION KICK START PROGRAM**

**Pass**

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

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

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

**J. ADJOURN THE SR 100 CRA BUSINESS MEETING AND RECONVENE THE CITY COUNCIL**

Motion by Council Member Cuff to adjourn the CRA Meeting. The meeting adjourned at 6:01 p.m.

**K. CONSENT**

**7. RESOLUTION 2019-XX APPROVING UPDATES TO THE INNOVATION DISTRICT AND INNOVATION KICK START PROGRAM**

*The Business Meeting reconvened at 6:02 p.m. George Mayo asked for an update for commercial access to the Intracoastal regarding Item 9. Regarding Item 12, he reported on a bad accident that took place at the intersection and asked that Item 12 be moved along as quickly as possible in order to avoid any other incidents.*

**Pass**

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

**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 AMENDMENT TO INTERLOCAL AGREEMENT WITH FLAGLER COUNTY FOR THE OLD KINGS ROAD WATER AND WASTEWATER SERVICES**

**Pass**

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

**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 THE 2019 FIND GRANT FOR THE WATERWAY CLEANUP**

**Pass**

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

**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 WORK ORDERS WITH DRMP, INC., FOR ENGINEERING SERVICES RELATED TO DRAINAGE IMPROVEMENTS**

**Pass**

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

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

**11. RESOLUTION 2019-XX APPROVING A WORK ORDER WITH GAI CONSULTANTS, INC. FOR THE DESIGN AND CONSTRUCTION SERVICES FOR REPLACEMENT OF THE SURFACE WATER CONTROL STRUCTURES/ROAD CROSSING KNOWN AS K-6**

**Pass**

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

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

**12. RESOLUTION 2019-XX APPROVING A CONTRACT WITH S.E. CLINE CONSTRUCTION, INC. FOR THE CONSTRUCTION OF A NEW TRAFFIC SIGNAL AND TURN LANE AT BELLE TERRE AND MARKET AVE/EASTWOOD DR INTERSECTION**

**Pass**

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

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

**13. RESOLUTION 2019-XX APPROVING AN AMENDMENT TO THE WORK SQUAD CONTRACT #W1141 WITH THE FLORIDA DEPARTMENT OF CORRECTIONS**

**Pass**

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

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

**L. OTHER BUSINESS**

**14. PRESENTATION OF CERTIFICATES TO THE GRADUATING STUDENTS OF THE CITY OF PALM COAST'S 46TH CITIZENS ACADEMY CLASS**

*Cindi Lane presented the 46th Academy Graduates to the Council.*

**M. PUBLIC PARTICIPATION**

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

*Ed Fuller thanked Council and Mr. Morton for the winds of change in our community.*

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

*Mayor Holland commended the graduates for their commitment to their community. Council Members Cuff and Branquinho and Vice Mayor Klufas congratulated the graduates.*

*CM Howell provided an update to the homeless situation. He asked if the City would approve signage in Town Center to educate people about flying drones. Drones are not allowed to be flown within 5 miles of the flight pattern.*

*Mayor Holland-Palm Coast Connect reminded everyone to get the App and to take some marketing materials with them to pass out to their neighbors.*

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

*No report.*

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

*No report.*

**Q. ADJOURNMENT**

*Vice Mayor Klufas motioned to adjourn the meeting.  
The meeting was adjourned at 7:20 p.m.*

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

**City of Palm Coast  
Minutes  
COUNCIL WORKSHOP**

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

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

---

**Tuesday, June 11, 2019**

**9:00 AM**

**CITY HALL**

---

**City Staff**

**Matthew Morton, City Manager**

**William Reischmann, City Attorney**

**Virginia A. Smith, City Clerk**

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

**A CALL TO ORDER**

*Vice Mayor Klufas called the meeting to order.*

**B PLEDGE OF ALLEGIANCE TO THE FLAG**

**C ROLL CALL**

*Mayor Holland was absent. All other members were present. I*

**D PUBLIC PARTICIPATION**

*Nicki White representing the American Flag Project came to ask Council for support for Palm Coast to be designated the most Patriotic City. She hoped the City would allow us to put flags around the lake for the 4<sup>th</sup> of July.*

*Jeffrey Sy spoke of his concerns regarding the lack of communication and input to the public and from the public regarding land uses.*

*Vice Mayor Klufas asked Mr. Morton to contact Ms. White regarding the feasibility of her request.*



*Attorney Reischmann spoke to Mr. Sy's concerns of the overall process and advertising requirements per state statute that affect land use laws. He reminded Council that the project, Matanzas Retail Corridor, was a quasi-judicial matter and Mr. Sy's comments are considered to be ex parte communication.*

## **E PRESENTATIONS**

### **1 PRESENTATION OF FLORIDA PARK DRIVE CORRIDOR STUDY**

*Carl Cote and Michael Grunewald gave a presentation to Council. Mr. Cote gave various options. Topics discussed included the speed limit; alternate routes for trucks; wider striping on the road to create the visual of a smaller lane; estimated costs for every neighborhood street; working with the TPO regarding areas that can be improved by enhancing walkability to schools; how the costs of the striping affects the paving budget; speed limit radar enforcement; renting vs ownership of air quality sensors; redeploying sensors at other parts of the City; the ability to make measurable decisions; noise monitoring through Florida Highway Administration (FHWA) model; how to communicate to the companies that are using trucks through Florida Park Drive; Air Quality readings being a first priority; the 2015 Florida Park Drive study; air quality data being a high priority and the enforcement of the speed limit.*

*Mr. Morton summarized the Council's direction as proceeding with the air quality study; sensor ownership; proceeding with the noise test; speed signs; proceed with the ordinance re: truck through traffic; in house analysis and present findings in a neighborhood meeting with the District representative from Council; in house work with our landscaping and engineering employees to look at options and we will not be engaging Lassister at this time.*

## **F WRITTEN ITEMS**

### **2 RESOLUTION 2019-XX APPROVING THE FY 2020-2022 STATE HOUSING INITIATIVES PARTNERSHIP LOCAL HOUSING ASSISTANCE PLAN**

*Vice Mayor Klufas read the title of the resolution into the record. Jose Papa and Mr. Austin Reodica presented the item to Council. Topics discussed included: allocation for the SHIP Funding for Flagler County is \$350,000 for the year.*

*This item will be continued at the next Business Meeting.*

### **3 RESOLUTION - PIGGYBACKING PRINCE WILLIAM COUNTY PUBLIC SCHOOLS CONTRACT WITH CINTAS NO. 2 FOR THE PURCHASE OF UNIFORM RENTAL SERVICES**

*Vice Mayor Klufas read the title of the item into the record. Mr. Morton gave a brief overview of the item. This item will be continued at the next Business Meeting.*

**4 RESOLUTION 2019-XX APPROVING A MASTER SERVICES AGREEMENT WITH AQUATIC MANAGEMENT PLUS, LLC FOR STORMWATER UTILITY SITE MAINTENANCE**

*Vice Mayor Klufas read the title of the item into the record. Mr. Morton have a brief overview of the item. This item will be continued at the next Business Meeting.*

**5 RESOLUTION 2019-XX APPROVING FLEET MAINTENANCE AND REPAIR SERVICE PURCHASES FROM PALM COAST FORD ON AN AS NEEDED BASIS**

*Vice Mayor Klufas read the title of the item into the record. Mr. Morton gave a brief overview of the item.*

*This item will be continued at the next Business Meeting.*

**6 RESOLUTION 2019 XX APPROVING MASTER PRICE AGREEMENTS WITH ALPHA GENERAL SERVICES, INC. AND INTEGRITY SALES AND MARKETING, INC. FOR REPLACEMENT PUMPS FOR LOW PRESSURE EFFLUENT PUMPING SYSTEM**

*Vice Mayor Klufas read the title of the item into the record. Mr. Morton gave a brief overview of the item. This item will be continued at the next Business Meeting,*

**G PUBLIC PARTICIPATION**

*Mary Kay Wayward spoke of the noise on Florida Park Drive. Ms. Wayward's PowerPoint is attached to these minutes. Steve Carr also spoke of his disappointment with the City's actions regarding Florida Park Drive.*

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

*Council Member Branquinho thanked the Mayor and Council to recognize the Portuguese over the weekend.*

*Council Member Cuff thanks staff for the special work for Portugal Day. Council Member Howell gave an update on the homeless situation. He is working with the Sherriff's Department to get a good positive headcount. Vice Mayor Klufas thanked Council Member Howell for his work with the homeless. He also enjoyed the Portugal Day celebration.*

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

*No Report.*

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

*No Report*

**K        ADJOURNMENT**

*Motion by Council Member Howell to adjourn the meeting. The meeting adjourned at 10:15 a.m.*

*Respectfully submitted,*

*Kathleen E. Settle, CMC  
Deputy City Clerk*

## City of Palm Coast, Florida Agenda Item

Agenda Date : 06/18/2019

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	6717	<b>Account</b>
		<b>#</b>
<b>Subject</b>	PRESENTATION-PUBLIC HEALTH OF THE COMMUNITY BY THE DEPARTMENT OF HEALTH-FLALGER	
<b>Background :</b>	The Flagler Department of Health will provide Council with an update on the public health of the community.	
<b>Recommended Action :</b>	For presentation only.	

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 06/18/2019

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	6610	<b>Account</b>
<b>Subject</b>	ORDINANCE 2019-XX AMENDMENT TO THE GRAND LANDINGS MASTER PLANNED DEVELOPMENT (MPD) REZONING TO EXPAND THE SIZE OF THE MPD BY 119.2 ACRES FROM 774.4 ACRES TO 893.6 ACRES	
<b>Background:</b> <b>6/17/19-APPLICANT HAS REQUESTED SECOND CONTINUANCE.</b> The applicant has requested a second continuance to postpone the hearing to either (i) amend the application or (ii) come to agreement with the Board. We recognize that such request will require re-advertising future hearings.		
<b>UPDATE FROM THE MAY 21, 2019 BUSINESS MEETING</b> This item was scheduled to be heard at the May 21, 2019 Business Meeting. The applicant requested a continuance to the June 18, 2019 Business Meeting. A meeting was held on May 22, 2019 by the Developer, HOA and City staff after the May 21, 2019 Business Meeting with the residents of the area. The discussion at the meeting was primarily related to issues between the HOA and Developer.  Following the meeting, City staff and the developer revised the proposed Second Amended and Restated Master Planned Development (MPD) Agreement, where appropriate, to address some of the issues raised, including construction traffic and coordination with Flagler Schools on bus stop locations.		
<b>ORIGINAL BACKGROUND FROM THE MAY 21, 2019 BUSINESS MEETING</b> <b><i>The applicant has requested a continuance to a time certain date of June 18, 2019 at 9:00 am City Council Business Meeting. Staff recommends continuance of this item.</i></b>  JTL Grand Landings Development, LLC as the owner and developer has requested an amendment to the Grand Landings MPD in order to expand the size of the Master Plan Development (MPD) by 119.2 acres from 774.4 acres to 893.6 acres; to increase the allowed single-family homes (only attached and detached single-family homes are allowed) by 401 homes from 749 homes to 1,150 homes; to allow soil extraction activities; and to clarify standards for wetland permitting, providing recreational amenities and allowed commercial uses. The lands being added to the MPD currently have various Flagler County PUD Zoning categories.  The Grand Landings MPD was adopted May 6, 2014. The original project was approved by the Flagler County Commission in 2005 and annexed into the City of Palm Coast in 2007. The 2014 Ordinance amended and replaced the Flagler County PUD and incorporated the requirements of City's Unified Land Development Code. The first amended and restated Grand Landings MPD Agreement was adopted by the City Council on April 3, 2018 (Ordinance #2018-7) with the key provision reducing the minimum lot width from 50 feet to 45 feet and the minimum lot size from 6,250 square feet to 5,000 square feet.		

Planning and Land Development Regulation Board Meeting:

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

**Recommended Action:** Staff recommends to continue this item to a time certain date of June 18, 2019 at 9:00 am City Council Business Meeting.

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

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

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

**WHEREAS**, JTL Grand Landings Development, LLC, (“Owner”) is the fee simple title owner of certain real property located in Palm Coast, Florida, more particularly described

in the legal description attached hereto as **Exhibit A**, and incorporated herein (the “Owner’s Property”); and

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

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

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

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

**SECTION 2. Enactment.** The City of Palm Coast City Council, pursuant to the Land Development code of the city of Palm Coast, hereby enacts an Ordinance amending the Grand Landings Master Planned Development Agreement as provided for in the attached **Exhibit B**. The Palm Coast City Council specifically finds as follows:

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

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

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

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



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

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

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

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

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

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

**APPROVED** on first reading the 18th day of May 2019.

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

**CITY OF PALM COAST, FLORIDA**

---

Milissa Holland, Mayor

**ATTEST:**

---

Virginia A. Smith, City Clerk

Approved as to form and legality

---

William E. Reischmann, Jr.

City Attorney

## EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Exhibit B**

Prepared by:

Catherine D. Reischmann, Esq.

Asst. City Attorney

111 N. Orange Avenue, Suite 2000

Orlando, FL 32801

Return to:

City Clerk

City of Palm Coast

160 Lake Avenue

Palm Coast, FL 32164

### **SECOND AMENDED AND RESTATED MASTER PLAN AGREEMENT FOR GRAND LANDINGS**

This Second Amended and Restated 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 **JTL GRAND LANDINGS HOLDINGS LLC**, a Texas limited liability company (herein referred to from time-to-time as the "Owner" regardless of whether singular or plural ownership status), the principal owner and developer of the subject property, whose address is 16660 Dallas Parkway, Suite 1600, Dallas, TX 75248.

WITNESSETH:

**WHEREAS**, JTL Grand Landings Holdings LLC, is the principal owner and developer of a 893.55 (+/-) acre site more commonly known as the Grand Landings, as more particularly described on **Exhibit "A"** ("Property" or "Subject Property") attached hereto; and

**WHEREAS**, the MPD is being amended to add 119.16 +/- acres to the existing MPD (the “Additional Acreage”), and the Additional Acreage is adjacent and contiguous to the property included in the original MPD, the Additional Acreage is consistent with the common scheme for development in the existing MPD, and the Additional Acreage will become part of the Master Homeowners Association; and

**WHEREAS**, the current Planned Unit Development (PUD) for Grand Landings (the "Project") was approved by the Flagler County Commission in 2005 and is recorded at OR Book 1254, Pages 605-622 (the "2005 PUD"), as amended by the Amended and Restated Grand Landings Master Planned Development Agreement recorded in O.R. Book 2004, Page 1275; and further amended by First Amended and Restated Master Planned Development for Grand Landings MPD recorded in O.R. Book 2282, Page 377, all of the Public Records of Flagler County, Florida (collectively the “Existing MPD”), which incorporated the City’s Unified Land Development Code; and

**WHEREAS**, as a condition of the 2005 PUD, Flagler County was conveyed an approximately 14.79 acre park site within the Subject Property; and

**WHEREAS**, the Subject Property was annexed by the City of Palm Coast in 2007; and

**WHEREAS**, the Subject Property has a Future Land Use Map designation of Residential and Mixed Use; and

**WHEREAS**, this proposed Development Agreement is a Master Planned Development (MPD) Agreement and will amend and replace in its entirety the Existing MPD; and

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

**WHEREAS**, the City of Palm Coast Planning and Land Development Regulation Board (PLDRB) and City of Palm Coast City Council finds that this Development Agreement is consistent with the City's Comprehensive Plan and LDC and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City; and



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

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

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

**SECTION 1. RECITALS.**

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

**SECTION 2. REPRESENTATIONS OF OWNER.**

(a) The Owner hereby represents and warrants to the City that it is the principal Owner and Developer of the Subject 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.

(c) 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.

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

(a) The City Council at its business meeting of \_\_\_\_\_, approved a Master Plan Development for the Subject Property subject to the terms and conditions of this Development Agreement.

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

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

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

(a) Residential. The portion of the Property designated as Residential will consist of a maximum 1,150 single family (detached) or single family attached dwelling units. Common improvements will be maintained and managed under one or more property owners associations and possibly a Community Development District, if approved by the City. If more than one property owner's association is created on the Property, the Owner shall ensure that all common elements and roadways are managed and maintained by either (i) a Master Association or (ii) enforceable covenant or agreement with an HOA. . The development plan for Grand Landings is generally outlined below and depicted on the MPD Conceptual Master Plan which is attached as **Exhibit "B"** hereto (the "Master Plan"). The Owner warrants that all conditions listed in Section 10.1 of the Declaration of Covenants and Restrictions for Grand Landings shall be satisfied.

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

(b) Commercial. The portion of the Property designated as Commercial on the Conceptual Master Plan shall include up to 150,000 square feet of commercial uses as allowed for in the General Commercial (COM-2) Zoning District as depicted in Table 3-4 of the LDC. This would include uses shown as permitted (P) or by special exception (S) in Table 3-4 for

the COM-2 District. A request for a Special Exception shall not be deemed an amendment to this Development Agreement or change in zoning. Uses noted with (L) may have additional limitations from the Land Development Code specific to that use but not all limited uses are so indicated. The commercial area may be subject to its own property owners association and may not necessarily be subject to the Grand Landings Master Association. Access to the single family portion of the Subject Property shall be provided via a collector roadway traversing through the Commercial area and shall be platted in connection with development of the residential area. Notwithstanding the requirements of Section 4(a) above, the Owner shall have the option of converting all or a portion of the Commercial intensity provided for in this section to multifamily uses that are: (a) consistent with the MFR-1 zoning classification (LDC) and (b) does not exceed the same P.M peak trip generation volume from the commercial uses presently permitted.

(c) Temporary Sales/Construction Trailers. Temporary sales and construction trailers may be located within the MPD, subject to review and approval at the time of site development plan approval in accordance with the LDC. All construction vehicles used in development of this Project must only use designated construction entrances unless the health, safety or welfare of the residents or third parties are at risk.

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

(e) Park Areas. That "Park" identified on the Master Plan fronting Seminole Woods Parkway has been conveyed by warranty deed to the Board of County Commissioners pursuant to the 2005 PUD. Therefore, parks and recreation concurrency for the initial 749 dwelling units on this Project is vested pursuant to the City Comprehensive Plan and LDC. The City will coordinate with the Flagler County Board of County Commissioners to develop this park land for the benefit of Grand Landings and the neighboring area. For the new 401 units, the Developer shall continue to pay park impact fees as outlined in the Land Development Code, as amended from time to time.

## **SECTION 5. DEVELOPMENT PLAN**

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

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

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

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

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

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

- (1) Wetlands and Wetland Buffer. Subsequent to the issuance of an Environmental Resource Permit by the St. Johns River Water Management District (SJRWMD), a conservation easement including the upland buffer shall not be included within development lots except those lots approved by preliminary plat prior to the date of this MPD agreement. SJRWMD and/or the Army Corps of Engineers (as appropriate) shall make all determinations as it pertains to wetland permitting, upland buffers, and acceptable mitigation practices as it pertains to impacting regulated areas subject to this MPD.
- (2) Stormwater. The Property is being developed with privately maintained roads and a privately maintained drainage system. Stormwater runoff from the Project will be conveyed to on-site stormwater retention systems by means of grassed swales, curb gutters, and an underground drainage pipe system. The stormwater retention systems onsite may be interconnected with such systems on adjacent sites, subject to approval of the St. Johns River Water Management District and the City.
- (3) Roadways/Rights-of-Way. Internal access to all residential structures and the amenities shall be provided by rights-of-way to be maintained by the Associations or a Community Development District, if approved by the City. Cul-de-sacs shall have a 120' right-of-way diameter and a 100' pavement diameter. A 110' right-of-way diameter may be used where no sidewalk is constructed. Islands may be constructed in the cul-de-sacs so long as a minimum asphalt roadway width of twenty-four (24) feet is maintained. All roadways, turn lanes and signalization that are internal to the Project will be constructed in accordance with applicable City standards and the City of Palm Coast LDC. Upon development of the lands shown as Phase 4 on the Conceptual Master Plan, emergency vehicle access shall be permitted through the Property at all times to provide convenient access between Citation Boulevard and Seminole Woods Parkway.

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

General landscaping around parking lots, roadways, entrances, residential buildings, and other common areas will be landscaped with ornamental and native plant materials and in accordance with the LDC. These areas will be landscaped to include pockets of preserved trees, enhanced street frontage landscaping, garden courtyards, foundation and other types of landscaping to reflect outdoor spaces and to blend with the natural vegetation. All ornamental landscape beds and lawn areas will have supplemental irrigation. Xeriscape landscaping will be used where feasible.

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

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

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

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

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

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

- (7) Roads, Streets and Alleys. The Property is being developed with privately maintained roads except for the extension of Citation Boulevard which is a public roadway.
- (8) Recreation. A recreation amenity complex to include active and passive recreation has been constructed on the Property. Parks and recreation concurrency for 749 dwelling units on this Project is vested pursuant to the City Comprehensive Plan and LDC. Recreation and amenity space for up to an additional 401 units will need to be provided by Developer.
- (9) Pedestrian Access. Five foot wide concrete sidewalks will be constructed on one side of all major internal roads and cul-de-sacs exceeding 250 feet in length (measured from the centerline of the intersection to the center of the cul-de-sac circle) to provide reasonable access between residential structures, commercial development and amenities, and for access and passive recreation needs.

A continuous pedestrian/bicycle path of ten feet (10') in width shall be constructed by the Owner within public rights-of-way along all the Property fronting Seminole Woods Parkway. Such path shall be constructed at the time of development of the lands fronting on Seminole Woods Parkway.
- (10) Lighting. Decorative pole mounted lighting fixtures no more than 18' high shall be provided throughout the MPD. Additional landscape lighting may include low level lighting and occasional accent lighting. The locations of such fixtures shall be further described at the time of site development plan approval.
- (11) Silvicultural Activities. The City recognizes that the development of the property will occur over time and in phases, and that various portions of the property, which are not required by Owner for active development in accordance with this Development Agreement may continue to be used for silvicultural activities.

Silvicultural activities shall be prohibited in that portion of the property which consists of wetland and upland areas to be preserved, and those areas immediately adjacent to wetlands which will be used as buffers to the wetland

areas, except for wetland and upland enhancement purposes and mitigation approved by the SJRWMD.

- (12) Florida Black Bear Protection. The Owner shall cooperatively work with the City to minimize the potential of Florida Black Bear nuisance occurrences within the Project area. At no cost to the City, the Owner will allow Grand Landings recreational facilities to be utilized to conduct public-outreach events to the benefit of the project residents and for Florida Black Bear protection.
- (13) Wildfire Mitigation. The Project will incorporate principals of Firewise communities, which may include, but not be limited to: (i) the use of select building materials which are fire resistant, (ii) community design principles, such as lot vegetation management, use of landscaping materials, and suggesting fire breaks at perimeters, and (iii) the provision of Firewise educational material. Moreover, the Owner, at its election, may cut or remove understory growth consistent with the principles of Firewise communities to minimize the threat of wild fires.
- (14) Donation of Right-of-Way for the extension of Citation Boulevard. In exchange for the cost of providing a multi-use path along Citation Blvd., the Owner commits to reserve and donate lands to the City by warranty deed, free and clear of title defects and environmental issues, a 100' right-of-way for the intended extension of Citation Boulevard from the current terminus of the available right-of-way (approximately 950' from Laguna Forest Trail) to a point adjacent to the extent of the Owner's property (approximately 1,200 feet), as generally depicted on **Exhibit "B"**. The actual location shall not interfere with the Owner's development of the Subject Property nor shall the Owner have any obligation to fund or contribute any improvement necessary for the City to construct the potential extension of Citation Boulevard.
- (15) Soil Extraction. Developer may, at Developer's own expense, remove fill dirt from its Property. This fill dirt may be used either onsite or offsite at Developer's sole discretion. Any location that the Developer pulls dirt from shall be reclaimed and shall resemble a natural system to the greatest extent feasible. The standards and conditions provided in the Land Development Code Section 4.03.03 shall apply to this section.
- (16) Developer shall coordinate school bus stop locations with the School District and City prior to approval of the next preliminary plat within this Project and prior to approval of the first preliminary plat providing access onto Citation Boulevard.

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

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

Table of Site Development Requirements

TYPE	SINGLE FAMILY ATTACHED	SINGLE FAMILY DETACHED	COMMERCIAL AND AMENITY CENTER
Lot Width Minimum <sup>1</sup>	20' Lots/100' Project	45'	100'
Lot Size Minimum	2000 Sq. Ft / 3 Acres Project	5,000 Sq. Ft.	
Living Area Minimum	800 Sq. Ft.	1,200 Sq. Ft.	N/A
Height Maximum <sup>2</sup>	35'	35'	35'
Setbacks from Street Minimums	<sup>3</sup> Arterial/Collector Road 25' Local Road 20' Or Landscape Buffer Whichever is greater	N/A	Arterial/Collector Road 25' Local Road 20' Or Landscape Buffer whichever is greater
Front Setback Minimum	20'	20'	N/A
Interior Side Yard Setback Minimum	<sup>4</sup> 0'	5'	10'
Rear Setback Minimum	5'	15'	10' Interior boundary
Side Street Setback Minimum	15'	15'	N/A
Max Impervious Coverage	<sup>5</sup> 70.00%	55.00%	70.00%
Maximum in PUD	<sup>6</sup> Combined 50%		

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

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

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

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



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

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

### **Additional Dimensional Requirements**

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

2. Single Family Accessory Structures

- a. All accessory structures, other than the garages, shall be located behind the adjacent front or side street building footprint at the principal structures. Fences located on the side street may meet the minimum setback but must be located behind the building footprint of the principal structure in the front street side.
- b. 5' minimum side or rear yard setback for accessory structures, to include sheds, screen enclosures without roofs, patios without roofs, gazebos, or pool decks.
- c. Sideways or walkways are allowed within the setback areas.
- d. 5' minimum side yard setback for single family driveways. Cul-de-sacs lots may have a portion of the driveway encroach into the side yard setback but only to the minimum extent feasible to allow for ingress or egress to the garage.

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

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

(d) Parking. Parking shall comply with the LDC.

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

(f) Services. All services for the Property, including utilities, fire protection, solid waste, telephone, electricity, cable television, fiber optics, and stormwater management shall

be provided by the responsible parties. All new utilities serving the project shall be installed underground except wells and pump stations. Existing wells and pump stations and overhead power lines shall not be required to be placed underground. Water and wastewater services are to be provided by the City of Palm Coast.

**SECTION 8. BREACH; ENFORCEMENT; ALTERNATIVE DISPUTE RESOLUTION.**

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

(b) In the event that a dispute arises under this Development Agreement, the parties shall attempt to resolve all disputes informally. In the event of a failure to informally resolve all disputes, the City and 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 may be selected by mutual consent of the City and the Owner. The parties shall equally pay all costs of mediation. A party who unreasonably refuses to submit to mediation may not later object in Circuit Court that the other party failed to comply with this Section 8(b) by not participating in the mediation prior to filing suit.

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

**SECTION 9. NOTICES.**

(a) All notices required or permitted to be given under this 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 registered or certified mail, overnight courier, facsimile, or telecopy.

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

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

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

As to the Owner:       JTL Grand Landings Holdings LLC  
                                  16660 Dallas Parkway, Suite 1600  
                                  Dallas, TX 75248

#### **SECTION 10. 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 Agreement.

#### **SECTION 11. 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 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 12. GOVERNING LAW/VENUE/COMPLIANCE WITH LAW.**

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

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

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

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

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

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

## **SECTION 13. TERM / EFFECTIVE DATE.**

This Development Agreement shall be effective upon adoption by the City Council of the City of Palm Coast, Florida and execution of this Development Agreement by all parties.

## **SECTION 14. RECORDATION.**

Upon adoption by the City Council of the City of Palm Coast, Florida and execution of this Development Agreement by all parties, this Development Agreement and any and all

amendments hereto shall be recorded by the City with the Clerk of the Circuit Court of Flagler County within thirty (30) days after its execution by the City and the Development Agreement shall run with the land.

#### **SECTION 15. PERMITS.**

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

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

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

#### **SECTION 16. 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 17. TIME IS OF THE ESSENCE.**

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

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

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

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

#### **SECTION 19. 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 20. 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 21. INTERPRETATION.**

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

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

#### **SECTION 22. 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 23. 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 24. MODIFICATIONS / AMENDMENTS/NON-WAIVER.**

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

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

**SECTION 25. ENTIRE AGREEMENT; EFFECT ON PRIOR AGREEMENTS.**

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

**(SIGNATURES AND NOTARY BLOCKS ON NEXT PAGE)**

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

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

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

WITNESSES:

JTL GRAND LANDINGS HOLDINGS LLC,  
a Texas limited liability company

\_\_\_\_\_

(print)

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

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

\_\_\_\_\_

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

(print)

STATE OF FLORIDA

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ the \_\_\_\_\_ of JTL GRAND LANDINGS HOLDINGS LLC, a Texas limited liability company, (check one) ☐ who is personally known to me or ☐ who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_

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

My Commission expires:



CITY OF PALM COAST, FLORIDA

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

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

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

STATE OF FLORIDA  
COUNTY OF FLAGLER

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

\_\_\_\_\_  
Notary Public – State of Florida

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

My Commission expires:

EXHIBIT "A"  
[Subject Property]

Parcel "B"

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

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

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

Book 1375, Page 1329; thence South 75°07'44" West, along last said Northerly line, 547.25 feet; thence South 16°56'05" West, 492.36 feet; thence South 39°33'00" East, 205.29 feet; thence South 83°09'02" East, 296.11 feet; thence South 27°35'02" West, 477.92 feet; thence South 07°01'37" East, 373.59 feet; thence South 40°54'31" East, .373.09 feet; thence North 89°33'00" East, 376.08 feet; thence North 03°24'22" East, 68.13 feet; thence North 43°50'42" West, 194.13 feet; thence North 27°42'03" West, 252.43 feet; thence North 17°21'11" West, 363.39 feet; thence North 54°59'59" East, 426.05 feet; thence South 28°35'48" East, 795.82 feet; thence South 22°28'43" West, 424.41 feet; thence South 12°27'20" East, 282.17 feet; thence North 61°08'13" West, 365.39 feet; thence South 87°20'40" West, 215.08 feet; thence South 08°57'10" East, 221.74 feet; thence South 15°25'25" West, 131.43 feet; thence South 43°23'44" East, 70.31 feet; thence South 87°58'47" East, 188.15'; thence South 17°18'02" East, 245.64 feet; thence South 56°02'13" West, 256.60 feet; thence South 30°18'30" West, 338.21 feet; thence South 73°59'21" West, 259.08 feet; thence North 05°31'05" West, 521.33 feet; thence North 38°46'38" West, 155.36 feet; thence North 02°50'42" West, 443.43 feet; thence North 24°44'50" West, 109.86 feet; thence North 21°31'33" West, 25.00 feet; thence South 61°27'01" West, 72.25 feet; thence North 23°03'10" West, 266.90 feet; North 19°36'50" East, 119.80 feet; thence North 21°31'33" West, 231.71 feet; thence North 08°33'17" West, 1204.63 feet to aforesaid Northerly line of Official Records Book 1375, Page 1329; thence South 74°58'14" West, along last said Northerly line, 1393.40 feet; thence South 86°33'58" West, along last said Northerly line and the Northerly line of Official Records Book 1544, Page 0810 of the Public Records of said county, 1535.86 feet; thence North 14°23'09" West, along last said Northerly line of Official Records Book 1544, Page 0810, a distance of 498.13 feet; thence North 34°43'35" West, along last said Northerly line, 200.98 feet; thence North 50°24'38" West, along last said Northerly line, 390.44 feet; thence North 06°40'33" West, along last said Northerly line, 66.40 feet to the Southerly line of lot 4 of Citation Commerce Park as per plat recorded in Map Book 0035, Pages 0061-0062 of the Public Records of said county; thence South 70°56'53" East, along last said Southerly line, 103.85 feet to the Southeast corner of said Lot 4; thence North 05°09'12" West, along the Easterly line of said Lot 4, a distance of 592.44 feet to the Southerly line of lands described in Official Records Book 0641, Page 1051 of said county; thence North 84°55'07" East, along last said Southerly line, 479.57 feet; thence North 05°11'08" West, along the Easterly line of said Official Records book 0641, page 1051, a distance of 899.94 feet to the Southerly right-of-way line of Citation Boulevard, said Southerly right-of-way line being in a curve, concave Northwesterly and having a radius of 2860.00 feet; thence Northeasterly, along said Southerly right-of-way line and along the arc of said curve, 1113.87 feet, said curve being subtended by a chord having a distance of 1106.84 feet and bearing North 64°41'02" East; thence North 53°27'45" East, continuing along said Southerly right-of-way line, 2073.88 feet to the end of said Citation Boulevard; thence North 24°40'17" West, 81.46 feet to the Southeasterly corner of Laguna Forest-Section 64 as per Plat recorded in Map Book 0018, Pages 0036-0043 of said county; thence North 25°19'21" West, along the easterly line of said Laguna Forest Section 64, a distance of 205.09 feet; thence North 36°30'37" West, continuing along last said Easterly line, 2915.74 feet to an intersection with aforesaid Westerly line of Section 20; thence North 01°30'02" West, along last said Westerly line, 97.86 feet to the **POINT OF BEGINNING** of Parcel "B" herein described.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

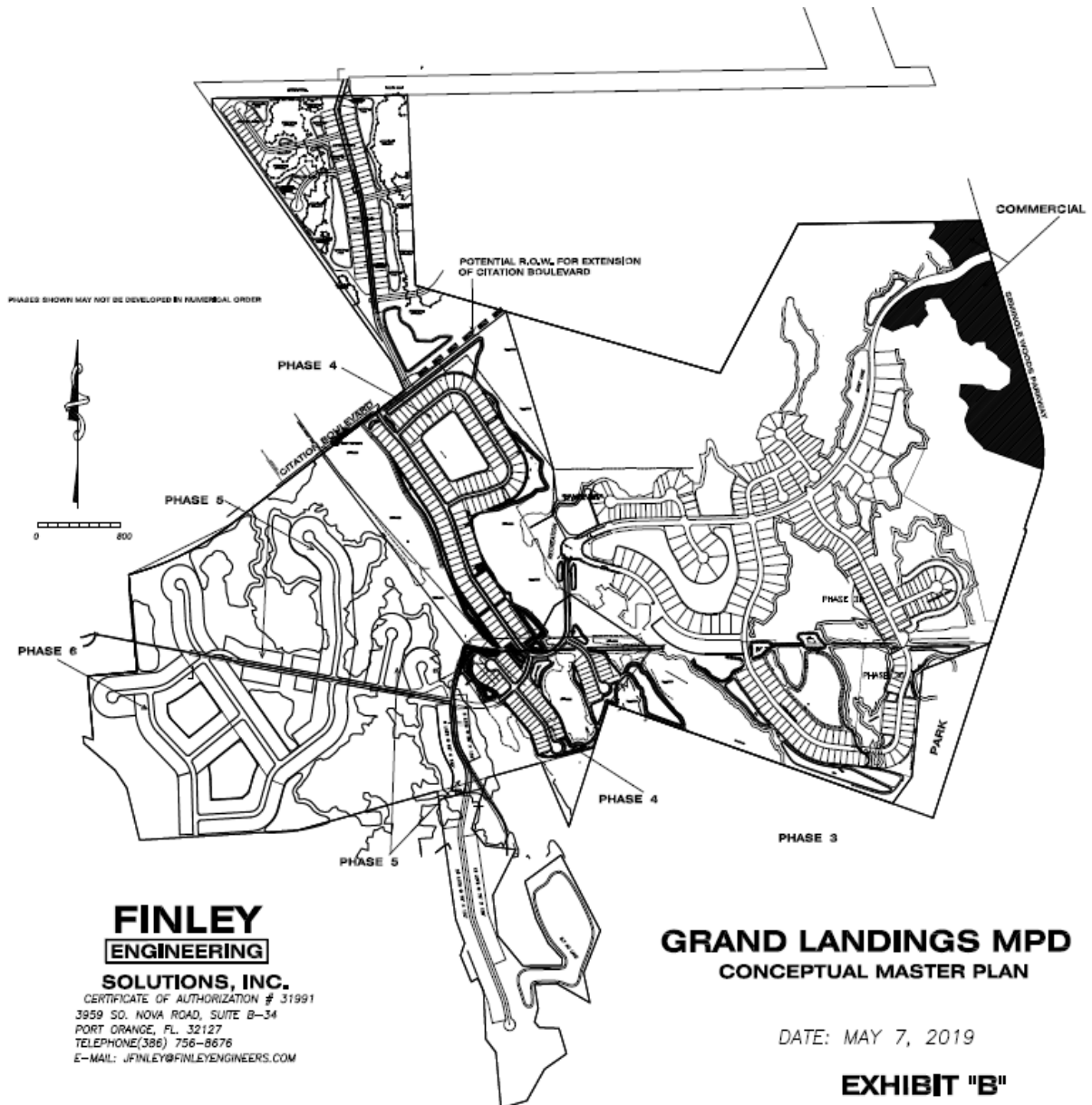
Subject to that certain glide angle easement as recorded in Official Records Book 0028, Page 0694 and Official Records Book 0030, Page 0454.

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

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

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

EXHIBIT "B"  
[Master Plan]



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

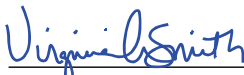
Adopted on the second reading after due public notice and hearing City of Palm Coast this 3rd day of April 2018.

**CITY OF PALM COAST, FLORIDA**



MILISSA HOLLAND, MAYOR

ATTEST:



VIRGINIA SMITH, CITY CLERK

Attachments:

Attachment A – Legal Description, Parcel IDs

Attachment B – Amended MPD Development Agreement



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

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

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

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

This Master Plan Development Agreement, (herein referred to as the "Development Agreement") is made and executed this 20TH day of March, 2018, by and between the CITY OF Palm COAST, a Florida municipal corporation (herein referred to as the "City"), whose address is 160 Lake Avenue Palm Coast, Florida, 32164, and the owner of the subject property, JTL Grand Landings Development LLC, a Texas limited liability company (herein referred to from time-to-time as the "Owner" regardless of whether singular or plural ownership status) whose address is JTL GRAND LANDINGS DEVELOPMENT LLC, 16475 DALLAS PARKWAY, ADDISON, TEXAS 75001

*Witness:*

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

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

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

approximately 14.79 acre park site within the Subject Property; and

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

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

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

**WHEREAS**, the City of Palm Coast Planning and Land Development Regulation Board (PLDRB) and City of Palm Coast City Council finds that this Development Agreement is consistent with the City's Comprehensive Plan and LDC and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City; and

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

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



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

4       **SECTION 1. RECITALS.**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

25

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

8 **SECTION 5. DEVELOPMENT PLAN**

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

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



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

#### SECTION 5. LAND DEVELOPMENT CODE APPLICABILITY

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**Table of Site Development Requirements**

TYPE	SINGLE FAMILY ATTACHED	SINGLE FAMILY DETACHED	COMMERCIAL AND AMENITY CENTER
Lot Width Minimum <sup>1</sup>	20' Lots/100' Project	<del>50'</del> 45'	100'
Lot Size Minimum	2,000 Sq.Ft./ 3 Acres Project	<del>6250</del> 5,000 Sq.Ft.	
Living Area Minimum	800 Sq.Ft.	1,200 Sq.Ft.	N/A
Height Maximum <sup>2</sup>	35'	35'	35'
Setbacks from Street Minimums	<sup>3</sup> Arterial/ Collector Road 25' Local Road 20' Or Landscape Buffer whichever is greater	N/A	Arterial/Collector Road 25' Local Road 20' Or Landscape Buffer whichever is greater
Front Setback Minimum	20'	20'	N/A
Interior Side Yard Setback Minimum		5'	10'
Rear Setback Minimum	5'	15'	10' Interior boundary
Side Street Setback Minimum	15'	15'	N/A



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

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

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

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

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

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

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

#### 6 Additional Dimensional Requirements

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

2. Single Family Accessory Structures

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

13 **SECTION 9. NOTICES.**

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

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

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

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

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

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

7 **SECTION 10. SEVERABILITY.**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

3 **SECTION 14. RECORDATION.**

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

9 **SECTION 15. PERMITS.**

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

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

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

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

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

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

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



1 Development Agreement.

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

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

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

9 **SECTION 19. FORCE MAJEURE.**

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

23 **SECTION 20. CAPTIONS.**

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

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

3 **SECTION 21. INTERPRETATION.**

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

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

12 **SECTION 22. FURTHER ASSURANCES.**

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

17 **SECTION 23. COUNTERPARTS.**

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

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

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

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

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

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

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

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

9 This Development Agreement constitutes the entire agreement between  
10 the

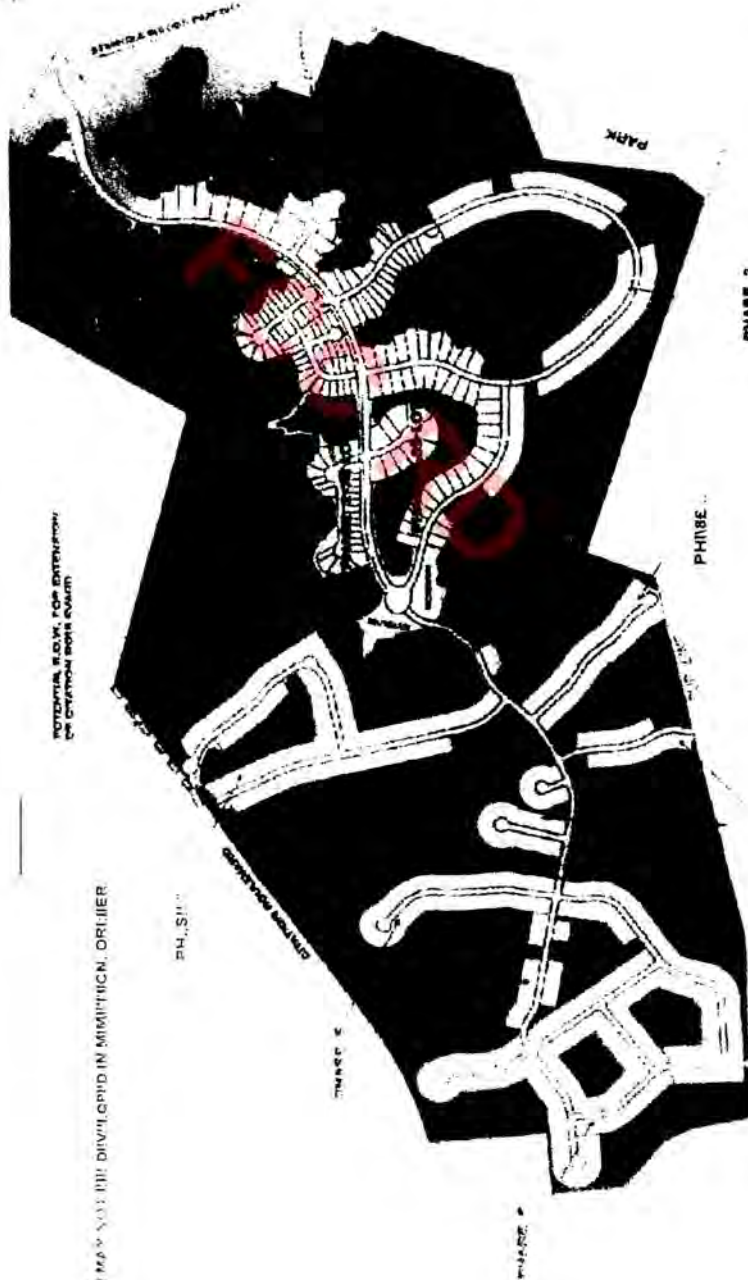
11 parties and supersedes all previous oral discussions, understandings, and  
12 agreements

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

15 Development Agreement.



COMMERCIAL



PHASE 2

PHASE 1

PHASE 3

**INLEY**  
**ENGINEERING**  
**GROUP**

50,000 SQ. FT. TO 100,000 SQ. FT.  
30,000 SQ. FT. TO 50,000 SQ. FT.  
10,000 SQ. FT. TO 30,000 SQ. FT.  
5,000 SQ. FT. TO 10,000 SQ. FT.

# GRAND LANDINGS MPD CONCEPTUAL MASTER PLAN

DATE: FEBRUARY 12, 2014

EXHIBIT "e"



## Grand Landings MPD EXHIBIT "C"

Table 1-1. Use Table

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

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

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

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

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

\*\* P= Permitted Use

\*\* S= Special Exception approval required

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







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

## OVERVIEW

**Application Number:** 3951

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

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

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

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

**Recommendation:** Approval

## ANALYSIS

### REQUESTED ACTION

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

### BACKGROUND/SITE HISTORY

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

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

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

## LAND USE AND ZONING INFORMATION

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

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

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

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

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

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

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

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

- **Chapter 1 Future Land Use Element:**

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

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

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

**Staff Finding:** Nearby area roadways and public utilities are available to serve this large project and the proposed changes will not create any significant financial liability or hardship for the City.

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

**Staff Finding:** The proposed key modifications to the MPD Development Agreement will only allow additional single-family uses that are already permitted in the MPD to expand outside onto another adjacent 119.2 acres that are being added to the MPD. These changes will not come close to creating any issues as outlined above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **PUBLIC PARTICIPATION**

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

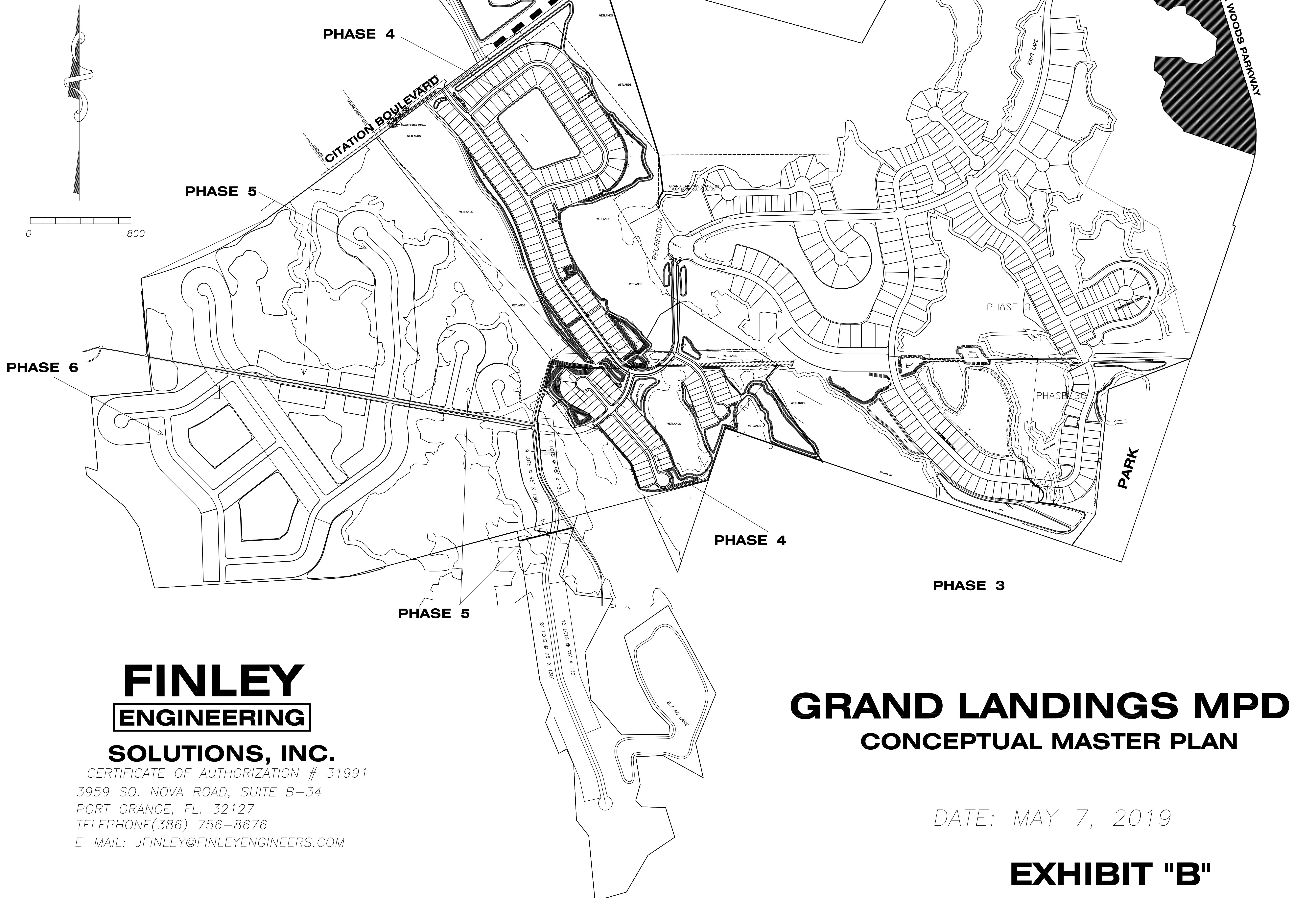


The developer mailed notices to property owners within 300 feet of a Neighborhood Information Meeting (NIM) that was held at 6:00 PM on May 6, 2019, in the media room of Flagler Palm Coast High School. Forty-four neighbors attended this NIM with the vast majority of them being current residents of Grand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

#### **RECOMMENDATION**

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

PHASES SHOWN MAY NOT BE DEVELOPED IN NUMERICAL ORDER



**FINLEY**  
**ENGINEERING**

**SOLUTIONS, INC.**

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

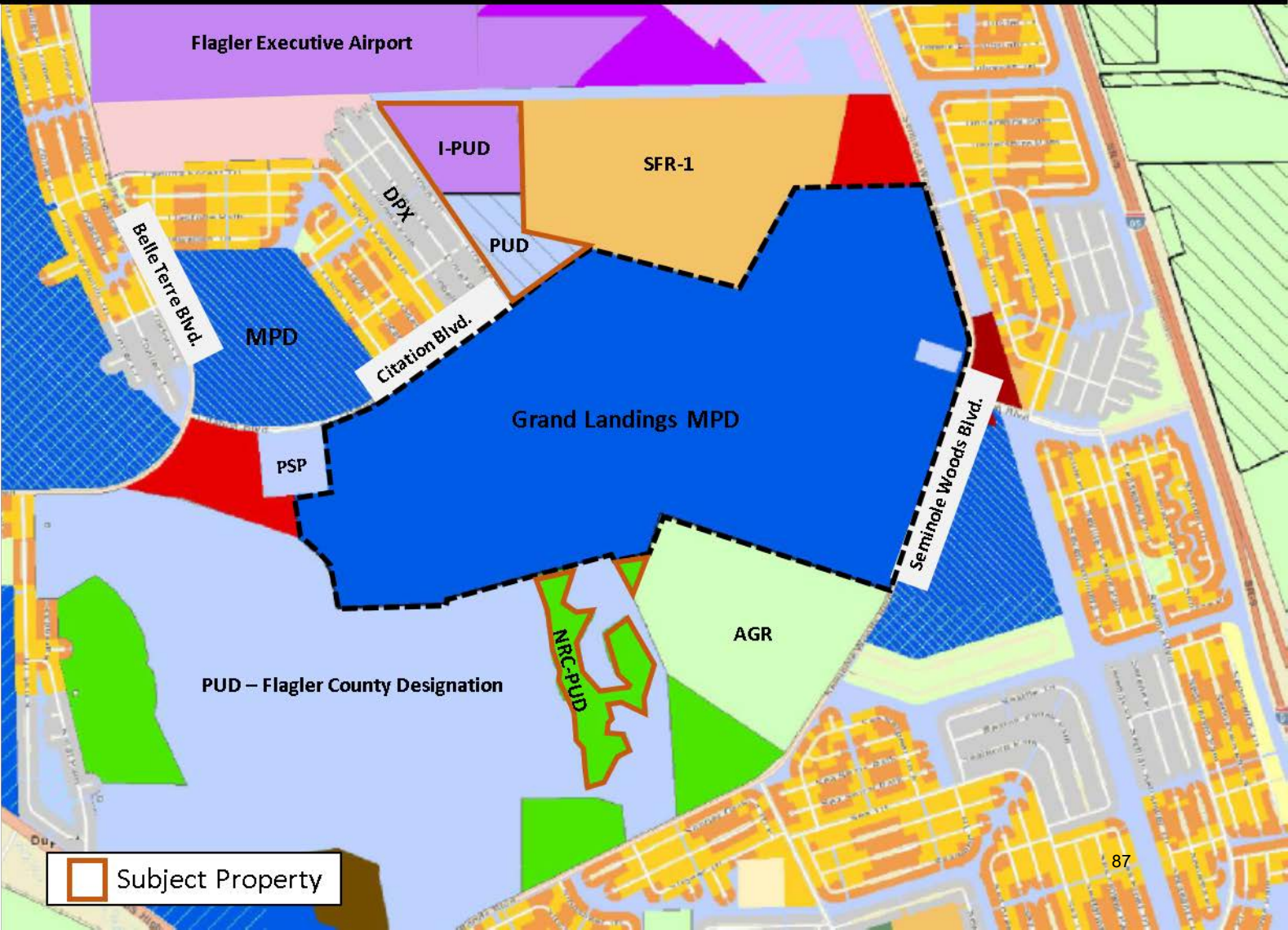
**GRAND LANDINGS MPD**  
**CONCEPTUAL MASTER PLAN**

DATE: MAY 7, 2019

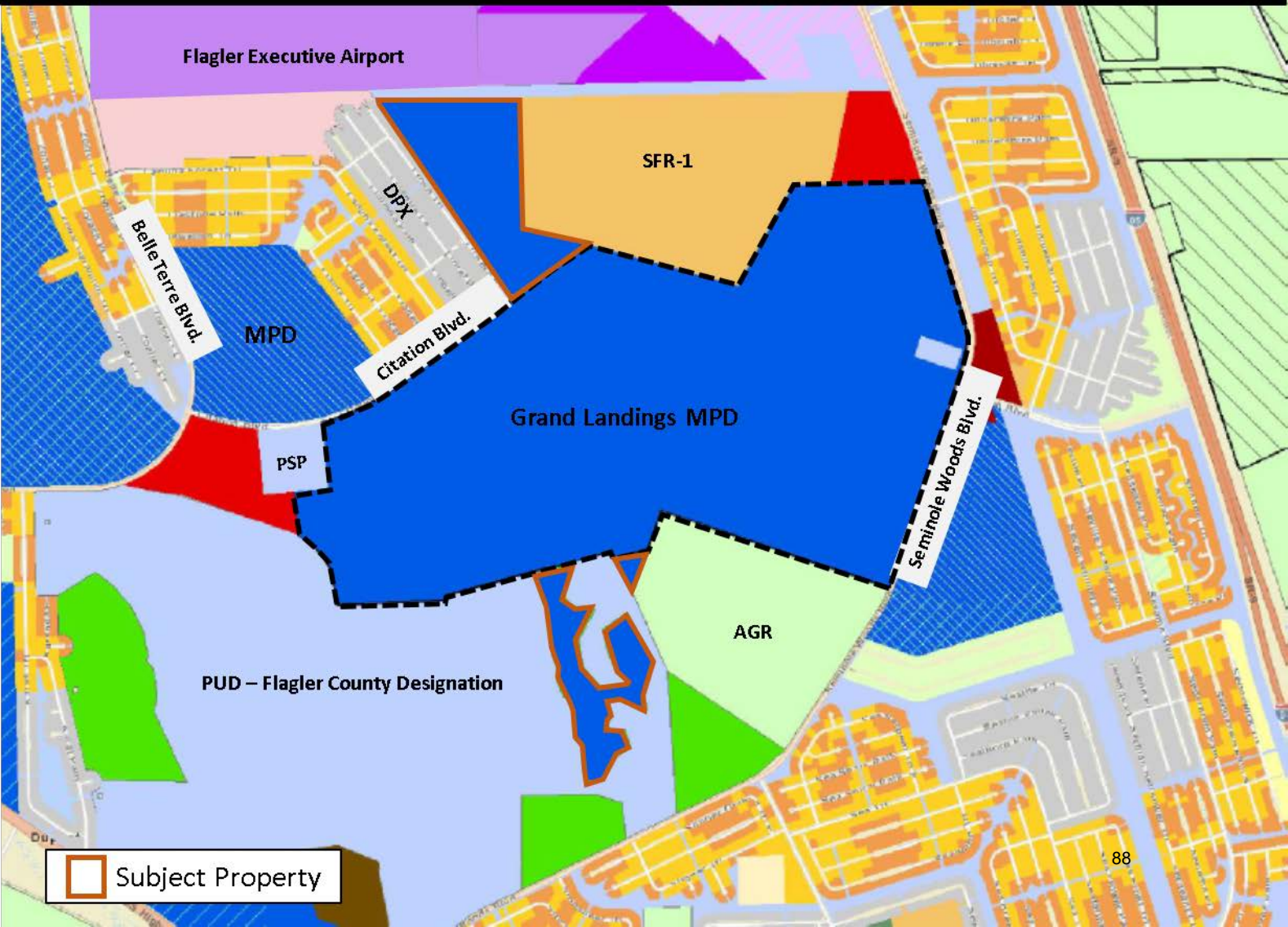
**EXHIBIT "B"**



# Grand Landings – Current Zoning Map



# Grand Landings – Proposed Zoning Map



**MEMORANDUM**

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

**CC: JEFF DOUGLAS**

**FROM: MICHAEL D. CHIUMENTO III**

**DATE: MAY 9, 2019**

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

---

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

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

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



NAME

email

TITOMAS BELL	tcbell45@gmail.com
Robert Myer	Robertmyer@bellsouth.net
BOB + SUE GREEN	sue817@bellsouth.net
LARRY A. LEHTONEN	LEHTONENL@BELLSouth.NET
Joyce Jones	jjones1957@gmail.com
Mary Coombs	coombsmek@hotmail.com
DAVE ROBERTSON	robertsond41@yahoo.com
Gerttrude Hannah	gerttrude.hannah@att.net
RICH McIZAN	RICHMCIZ23@YAHOO.COM
JEFF BAKER	jeffpattybaker2bellsouth.net
STAN BUSNOWSKI	stanski01@gmail.com
Vicki Matheny	vicki_matheny@hotmail.com
Robin Sturiale	robin.sturiale@gmail.com
Steve Boyens	steveboyens@yahoo.com
Cher Boyens	cpboyens@yahoo.com
Darlene Cowell	bytb724@gmail.com
Bill Powers	powersinco@msn.com
Howard Edgin	HE1304@gmail.com
Tom Nugent	TNugentFL@gmail.com
BRYANT THORPE	bcoolt1@aol.com
BRENDA THORPE	bwtrip1@aol.com
Lee Dungey	LeeCDungey@yahoo.com
Nancy Dungey	nwells99@yahoo.com
Barbara Shipman	colliegirls@outlook.com
Tom Cornell	TCORNELL@BELLSouth.NET
Nancy Smith	
VINCENT MASTROSINARO	SPARKY360 BellSouth.NET

Richard + Toni Rubin

BILL O'HARA

GARY Glenn

Tony + Barbara Moretti

DAVE + NANCY TANNEN

Jackie Lehtonen

Karen + Matt DeBella

13 Rickyd @ Gmail.com

billy018337@aol.com

ESCAPEFRM.NY @ HOTMAIL.COM

Tcmjr11@gmail.com

Daniel 0847@AOL.COM

Lehtonenjac@aol.com

SKi13@briighthouse.com

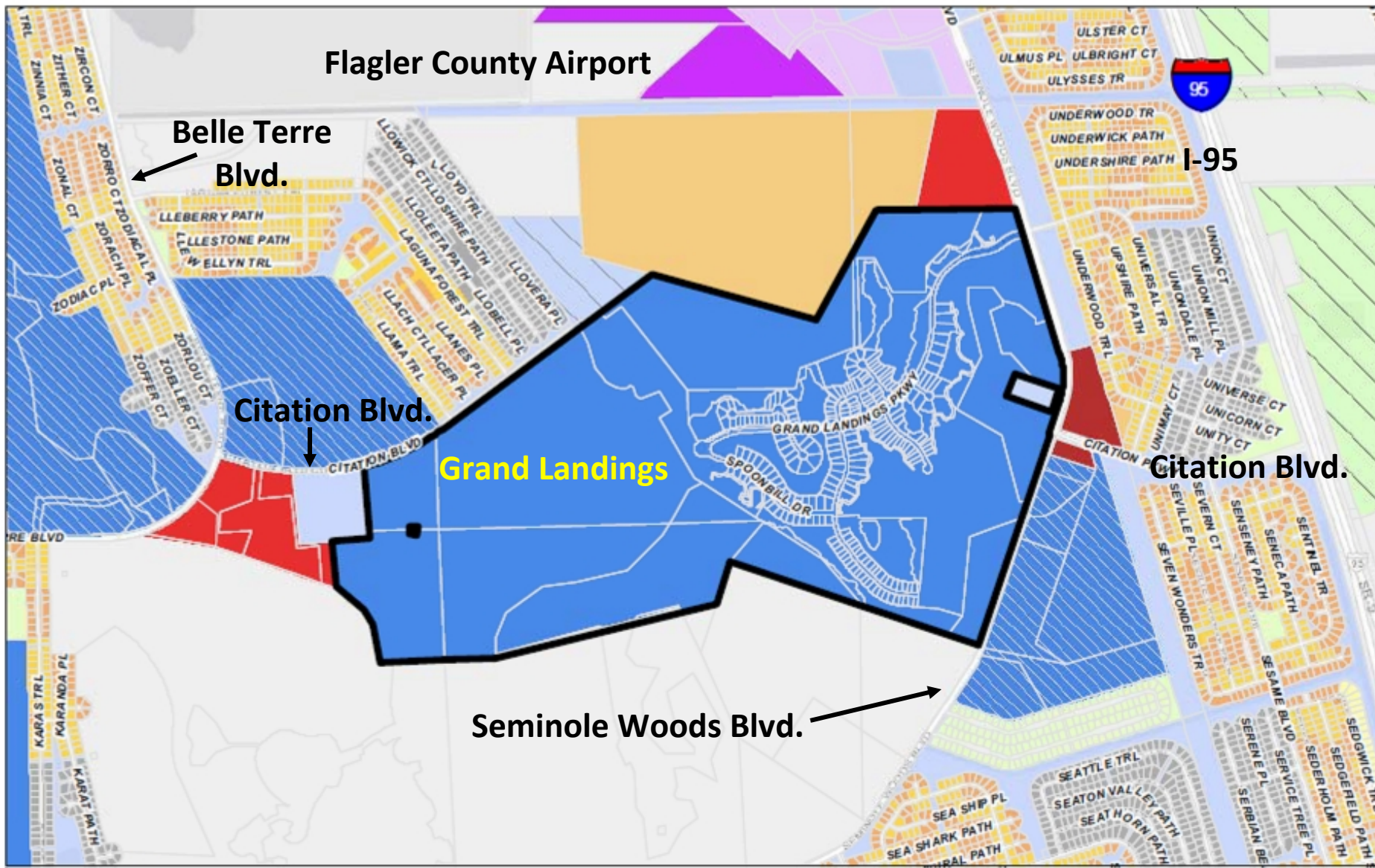


# **GRAND LANDINGS**

## **MPD REZONING**

**City Council Public Hearing  
on June 18, 2019**

# Location Map



The existing Grand Landings community is located south of the Flagler County Airport and west of Seminole Woods Blvd.

# Background

- In 2005, Flagler County approved a Planned Unit Development for Grand Landings
- In 2007, Grand Landings was annexed into Palm Coast
- In 2014, Grand Landings was rezoned by the City Council from a Flagler County PUD designation to a MPD
- In March 2018, the City Council approved an amendment to the Grand Landings MPD Agreement

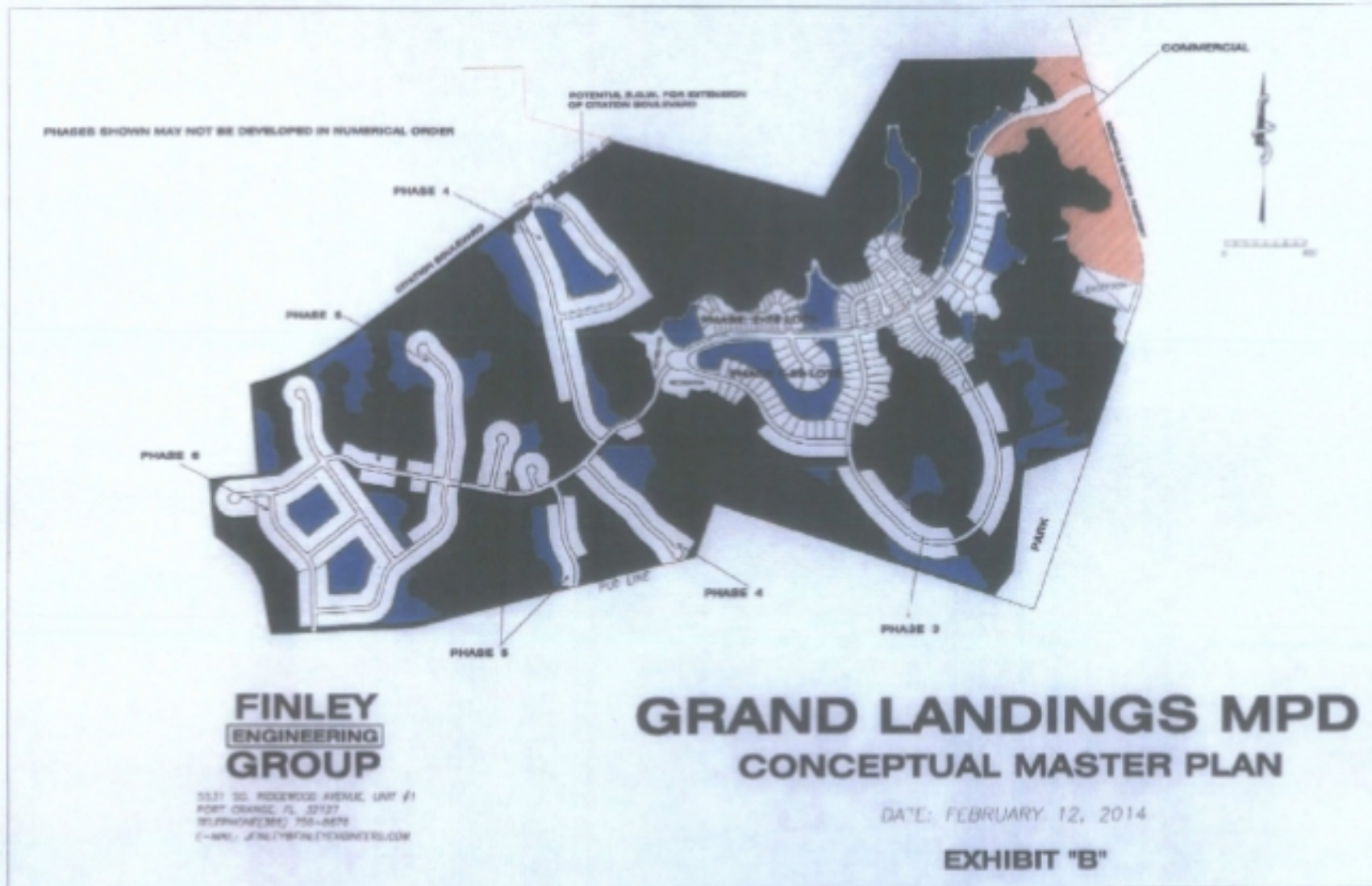
# Overall Request

- Applicant desires to increase the size of Grand Landings by 119.2 +/- acres and add 401 additional units
- Also requires a major FLUM Amendment for the properties being added and this was reviewed by City Council on May 21<sup>st</sup> and forwarded to DCA for review



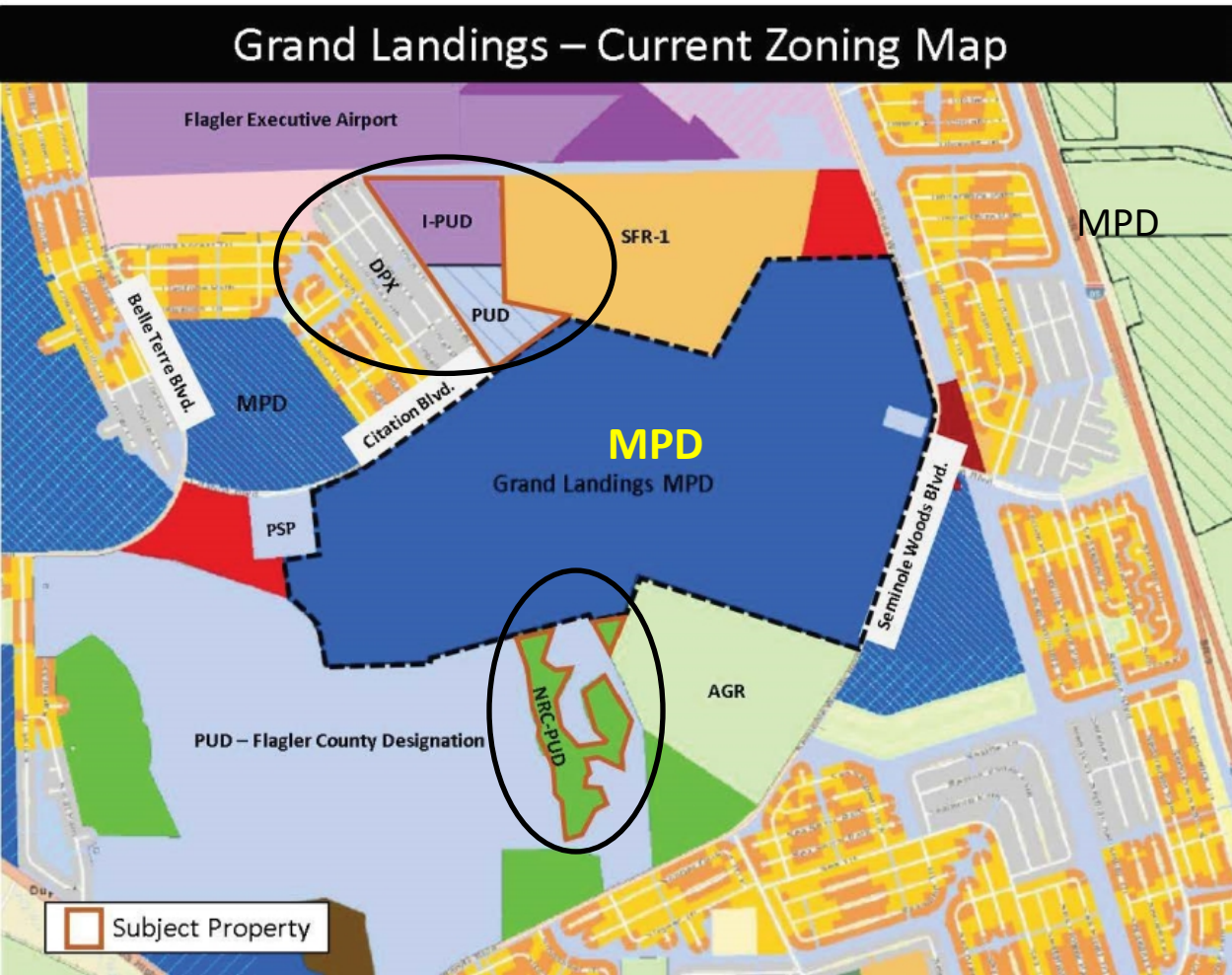
# Existing Grand Landings MPD

The Grand Landings  
MPD is currently  
774.4 +/- acres and  
approved for 749  
single-family  
attached or  
detached homes  
and 150,000 S.F. of  
commercial uses.





# Existing Zoning Map



# Proposed Zoning Map

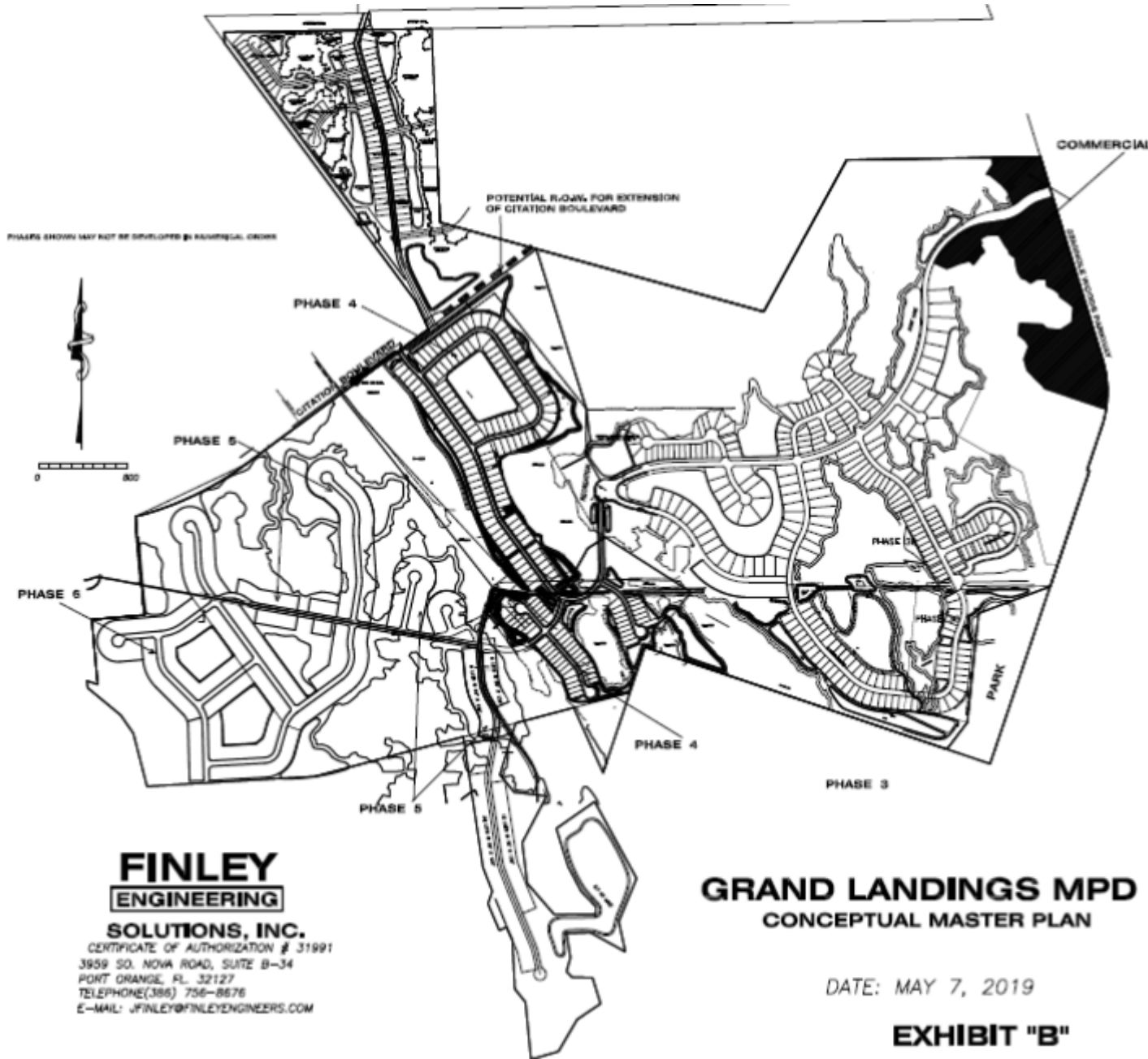


Proposed to add 119.2 +/- acres from various Flagler County PUD categories to the Grand Landings MPD

# Proposed MPD Master Plan

Proposing key changes are:

1. Enlarge MPD to 893.6 +/- acres
2. Increase the allowed single-family attached or detached homes from 749 to 1,150
3. Allow soil extraction uses
4. Wetland permitting would be under applicable SJRWMD and ACOE guidelines





# Five Review Criteria from Sec. 2.05.05 of LDC

## Proposed changes in development orders:

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

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

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

# Other Review Data - Traffic

- The applicant's TIS for the MPD rezoning showed the proposed 401 additional residential units, would generate: 266 a.m. peak hour, 352 p.m. peak hour, and 3,581 weekday daily trips.
- After adjustments for the project's internal commercial traffic, the project's net new off-site traffic was estimated to be reduced from 352 to 217 p.m. peak hour trips.
- All roadway's within the study area would be operating at an acceptable level of service at project's estimated buildout in 2025.

# Public Participation

- A NIM was held on May 6th at 6:00 PM at Flagler Palm Coast High School.
- Forty-four persons from the community attended the meeting besides the owner's representatives and City staff.
- Three signs were erected notifying the public of the PLDRB and City Council meetings for the FLUM Amendment & MPD rezoning.
- Developer met with residents of Grand Landings with City staff in attendance at 6 PM on 5-22.

# Next Steps

- 2<sup>nd</sup> City Council Public Hearings for FLUM Amendment and MPD Rezoning
- Platting will follow

# Planning and Land Development Regulation Board

- On May 15<sup>th</sup>, the PLDRB conditionally recommended approval to the City Council with the following changes to the MPD Agreement:
  1. Require that all construction traffic be required to only utilize construction entrances.
  2. Require the developers to meet with the Flagler County School Board regarding the location of school bus stops.



# Recommendation

Planning staff and the PLDRB recommend that City Council approve the proposed Amendment to the Grand Landings MPD Agreement (#3951)

# Representatives for the Applicant are in Attendance

- Jeff Douglas, JTL Grand Landings Development, LLC, Owner's Rep.
- Attorney Michael Chiumento III, Agent for Applicant

# Questions

**From:** Michael Chiumento III <[michael3@legalteamforlife.com](mailto:michael3@legalteamforlife.com)>

**Sent:** Monday, June 17, 2019 3:29 PM

**To:** Ray Tyner <[RTyner@palmcoastgov.com](mailto:RTyner@palmcoastgov.com)>

**Cc:** William Reischmann <[wreischmann@orlandolaw.net](mailto:wreischmann@orlandolaw.net)>; Jeff Douglas <[jeff@douglaspd.com](mailto:jeff@douglaspd.com)>; Walker Douglas <[walker@douglaspd.com](mailto:walker@douglaspd.com)>; Bill Hoover <[BHoover@palmcoastgov.com](mailto:BHoover@palmcoastgov.com)>; Caroline McNeil <[cmcneil@legalteamforlife.com](mailto:cmcneil@legalteamforlife.com)>; Jeff Douglas <[jeff@douglaspd.com](mailto:jeff@douglaspd.com)>; Catherine Reischmann <[creischmann@orlandolaw.net](mailto:creischmann@orlandolaw.net)>

**Subject:** JTL Grand Landings MPD rezoning application  
Mr. Tyner

Since the Planning Board hearing in May 2019, my client and I attempted to address the issues raised by the residents at the hearing. Unfortunately, after repeated attempts (calls, emails, letters) to discuss the Board's issues regarding this rezoning application, the Grand Landings Board of Directors or its attorney failed to respond to our inquiries. Other than the construction access issue which is now resolved, we are not aware of any demand or request from the Board. However, we do know that the Board President is requesting people to attend tomorrow's Council hearing and protest (*see attached*).

Rather than proceed at tomorrow's hearing, we respectfully request the City Council postpone the hearing to either (i) amend the application or (ii) come to agreement with the Board. We recognize that such request will require re-advertising future hearings.

Thank you very much for your consideration of this request.

**Michael D. Chiumento III**

Managing Partner



**Email:** [Michael3@LegalTeamForLife.com](mailto:Michael3@LegalTeamForLife.com)

**Website:** <http://www.LegalTeamForLife.com/>

145 City Place, Suite 301  
Palm Coast, FL 32164  
T: (386) 445-8900 ext. 102  
F: (386) 445-6702

120 East Granada Blvd.  
Ormond Beach, FL 32176  
T: (386) 310-7997  
F: (386) 445-6702



**Confidentiality Notice:**

This e-mail & any documents accompanying it contain confidential information belonging to sender which may be legally privileged. The information is intended only for the use of the individual or entity to which it is intended. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or taking of any action in reliance upon the contents of this information is strictly prohibited. If you have received this transmission in error, please immediately notify us by the speediest means available and discard this transmission and any documents accompanying same.

## City of Palm Coast, Florida Agenda Item

Agenda Date: 06/18/2019

Department Item Key	FINANCE	Amount Account
Subject	RESOLUTION 2019-XX APPROVING THE SIXTH AMENDMENT TO INCREASE FUNDS FOR A FEDERALLY-FUNDED SUBGRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT (FDEM) RELATING TO HURRICANE IRMA EXPENSES	
<b>Background :</b> In October 2018, the Florida Department of Emergency Management, (FDEM), entered into an agreement with the City for reimbursement from Federal Emergency Management Agency (FEMA) relating to Hurricane Irma expenses. FDEM has agreed to increase the funds for the federally-funded subgrant agreement with FDEM for Hurricane Irma related expenses.  The City Council of the City of Palm Coast is now being requested to approve the terms and conditions of the sixth amendment to the federally-funded subgrant agreement with the Florida Department of Emergency Management.  <b>This amendment would increase the reimbursement funding by \$29,399 for a total of \$3,898,009.52.</b>		
<b>Recommended Action:</b> Adopt Resolution 2019-XX approving the sixth amendment to increase funds for a federally funded subgrant agreement with Florida Department of Emergency Management (FDEM) relating to Hurricane Irma Expenses.		

**RESOLUTION 2019 - \_\_\_\_**  
**FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT**  
**HURRICANE IRMA EXPENSES**  
**MODIFICATION #Z0372-6**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING MODIFICATION 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 AGREEMENT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the amendment 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 agreement as depicted in Exhibit "A".

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

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

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

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



**DULY PASSED** and approved by the City Council of the City of Palm Coast, Florida,  
on this 18<sup>th</sup> day of June 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

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

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

Attachments: Exhibit A-Amendment 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: Milissa Holland, Mayor

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

**DIVISION OF EMERGENCY MANAGEMENT**

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

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

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

## Attachment A - 6th 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
3571	F	Wastewater utility damages and repairs	\$500,124.00	75.00%	\$83,354.00	12.50%	\$83,354.00	12.50%	\$666,832.00	9/04/2017	3/10/2019
4168	E	Freida Zamba Building	\$22,049.25	75.00%	\$3,674.88	12.50%	\$3,674.87	12.50%	\$29,399.00	9/04/2017	3/10/2019
4571	C	Road, Sign and Signal Repairs	\$21,360.48	75.00%	\$3,560.08	12.50%	\$3,560.08	12.50%	\$28,480.64	9/04/2017	3/10/2019
4559	A	Debris Removal from 12/17/2017 to 3/3/2018	\$9,450.62	75.00%	\$1,575.10	12.50%	\$1,575.10	12.50%	\$12,600.82	9/04/2017	3/10/2018
4735	A	Debris Removal Activities 9/4/17 to 9/17/17	\$108,460.84	75.00%	\$18,076.81	12.50%	\$18,076.80	12.50%	\$144,614.45	9/04/2017	3/10/2018
5101	B	EPM 0 to 30 days 9/4/17 to 10/3/17 100% Cost Sh	\$1,105,718.70	100.00%	\$0.00	0.00%	\$0.00	0.00%	\$1,105,718.70	9/04/2017	3/10/2018
<b>Total:</b>			<b>\$3,548,271.77</b>		<b>\$346,062.88</b>		<b>\$346,062.84</b>		<b>\$4,240,397.49</b>		

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 06/18/2019

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	6697	<b>Account</b>
<b>Subject</b>	RESOLUTION 2019-XX APPROVING THE FY 2020-2022 STATE HOUSING INITIATIVES PARTNERSHIP LOCAL HOUSING ASSISTANCE PLAN	
<b>UPDATE FROM THE JUNE 11, 2019 WORKHOP:</b> This item was heard by City Council at their June 11, 2019 Workshop. There were no changes suggested to this item.		
<b>ORIGINAL BACKGROUND FROM THE JUNE 11, 2019 WORKSHOP:</b> In 1992, the State Legislature passed the Sadowski Affordable Housing Act. The affordable housing program is funded through a documentary stamp tax on real estate transactions in Florida and can be used for homeownership and rental assistance. The purpose of the SHIP Program is to: <ul style="list-style-type: none"><li>• Provide funds to local governments as an incentive to create partnerships to produce and preserve affordable housing;</li><li>• Meet the housing needs of very low, low, and moderate income households;</li><li>• Further the housing element of the local government comprehensive plan; and</li><li>• Increase housing-related employment</li></ul> In April 2009, the City of Palm Coast and Flagler County entered into an Interlocal Agreement to create a Joint Local Housing Assistance Program. The ILA allows the City and Flagler County to coordinate on housing affordable activities including having Flagler County as the administrator and coordinator of the SHIP program.  Flagler County is beginning its 27 <sup>th</sup> year of providing SHIP program services. Every 3 years Flagler County is required to submit a new 3-year plan (the Local Housing Assistance Plan or LHAP) to the Florida Housing Finance Corporation (FHFC). The plan covers state fiscal years 2019-2020, 2020-2021, 2021-2022 and is effective from July 1, 2019 to June 30, 2022. Flagler County's allocation from the State for 2019-2020 is presently unknown.  According to Section 420.9075, F.S., several criteria are placed on the use of these funds Including the following: at least 65% of the funds used for homeownership activities; at least 75% of the funds used for new construction, rehabilitation or repair activities; at least 20% of the funds used to serve persons with special needs as defined in s.420.0004; at least 30% of the funds reserved for very low income persons; and at least an additional 30% of the funds reserved for low income persons.  The City Council in February 2019, approved an LHAP which was transmitted to the FHFC for review. FHFC provided comments and Flagler County SHIP staff addressed these comments and clarifications and included FHFC's recommendations as outlined in the attached strikethrough and underline LHAP. The significant change is within the down payment assistance strategy, where a provision with terms and conditions is proposed to allow a first-time homebuyer eligible for SHIP assistance to purchase a home through a non-profit		

Community Land Trust (CLT).

Additional information for CLT home purchases is attached as Exhibit J. The CLT down payment assistance model strategy was approved by FHFC for use by SHIP programs throughout the state as a way to preserve affordability for CLT homeowners as well as protect the investment (“subsidy retention”) of SHIP funding by local governments. FHFC is ultimately responsible for the final review and approval of the LHAP.

As specified in the City of Palm Coast-Flagler County Interlocal Agreement for Joint Local Housing Assistance Program, the LHAP is approved by the governing bodies of Palm Coast and Flagler County.

**Recommended Action:** Adopt Resolution 2019-XX approving the FY 2020-2022 State Housing Initiatives Partnership Local Housing Assistance Plan



**RESOLUTION 2019-\_\_\_\_**  
**SHIP - LHAP**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA APPROVING THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM LOCAL HOUSING ASSISTANCE PLAN (LHAP) AS AMENDED FOR FY 2020-2022 AS REQUIRED BY THE SHIP PROGRAM ACT, SUBSECTIONS 420.907 THROUGH 420.9079, FLORIDA STATUTES, AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

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

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

**WHEREAS**, as required by *section 420.9075, F.S.* It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible

municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.

**WHEREAS**, the Flagler County SHIP Administrator with assistance from the Flagler County Affordable Housing Advisory Committee (AHAC) has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

**WHEREAS**, the City Council finds that it is in the best interest of the public for the City of Palm Coast to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

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

**SECTION 1. APPROVAL OF PLAN.** The City Council of the City of Palm Coast, Florida hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420.9079, Florida Statutes, for Fiscal Years 2020-2022.

**SECTION 2. SEVERABILITY:**

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

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

**SECTION 4 IMPLEMENTING ACTIONS.** The City Manager is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

**SECTION 5 EFFECTIVE DATE.** This resolution shall take effect immediately upon its adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 18<sup>th</sup> day of June 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachments: Exhibit “A” – FY 2020-2022 Local Housing Assistance Plan

Approved as to form and legality

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

**FLAGLER COUNTY ~~/~~ & CITY OF PALM COAST**

**STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)**

**LOCAL HOUSING ASSISTANCE PLAN (LHAP)**

**State Fiscal Years**

**2019-2020, 2020-2021, 2021-2022**

Approved by the Flagler County Board of County Commissioners

Date: March 4, 2019

Approved by the Palm Coast City Council

Date: February 19, \_\_\_\_\_ 2019

## Table of Contents

Description	Page #
<b>Section I, Program Details</b>	<a href="#"><u>3</u></a>
<b>Section II, Housing Strategies</b>	<a href="#"><u>7</u></a>
A. Down Payment Assistance	<a href="#"><u>7</u></a>
B. Owner Occupied Rehabilitation	<a href="#"><u>9</u></a>
C. Emergency Repair	<a href="#"><u>10</u></a>
D. Demolition and Reconstruction	<a href="#"><u>11</u></a>
E. Foreclosure Prevention	<a href="#"><u>13</u></a>
F. Disaster Recovery	<a href="#"><u>14</u></a>
G. Rental Assistance	<a href="#"><u>15</u></a>
H. Rental Development	<a href="#"><u>16</u></a>
<b>Section III, Incentive Strategies</b>	<a href="#"><u>17</u></a>
A. Expedited Permitting	<a href="#"><u>17</u></a>
B. Ongoing Review Process	<a href="#"><u>18</u></a>
C. Other Incentive Strategies	<a href="#"><u>18</u></a>
<b>Exhibits</b>	
A. Administrative Budget for each fiscal year covered in the Plan	
B. Timeline for Estimated Encumbrance and Expenditure	
C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan	
D. Signed LHAP Certification	
E. Signed, dated, witnessed or attested adopting resolution	
F. Ordinance: (If changed from the original creating ordinance)	
G. Interlocal Agreement	



**I. Program Details:**

**A. Local Government(s)**

Name of Local Government	Flagler County
Does this LHAP contain an interlocal agreement?	Yes
If yes, name of other local government(s)	City of Palm Coast

**B. Purpose of the program:**

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

**C. Fiscal years covered by the Plan:** 2019-2020, 2020-2021, 2021-2022

**D. Governance:** The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

**E. Local Housing Partnership:** The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

**F. Leveraging:** The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

**G. Public Input:** Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

**H. Advertising and Outreach:** SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

**I. Waiting List/Priorities:** A notification list will be established when there are interested applicants for strategies that no longer have funding available. Those households on the notification list will be notified periodically of funding availability. No waiting list will be maintained as assistance is provided on a first-qualified, first-served basis with the established funding priorities described in this plan.





The following priorities for funding described/listed here apply to all strategies unless otherwise stated:

a.	Special Needs
i.	Very Low Income
ii.	Low Income
iii.	Moderate Income
b.	Essential Services Personnel
i.	Very Low Income
ii.	Low Income
c.	Non-Special Needs and Non-Essential Services Personnel
i.	Very Low Income
ii.	Low Income

- J. Discrimination:** In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.
- K. Support Services and Counseling:** Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling, and Financial Coaching and Budget Management through qualified HUD-approved agencies. When funding is available the County will contract with HUD-certified agencies to provide comprehensive housing counseling and education services to residents in need of affordable housing.
- L. Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

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

*"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case*



*of rental housing does not exceed those rental limits adjusted for bedroom size.*

- N. Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.
- O. Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.
- P. Administrative Budget:** A line-item budget is attached as Exhibit A. The County finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

**Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states:** “A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan.”

**Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states:** “The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.” The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

- Q. Program Administration:** Administration of the local housing assistance plan will be performed by:

Entity	Duties	Percentage
Local Government	All administrative duties	100%
Third Party Entity/Sub-recipient	N/A	

- R. Project Delivery Costs:** Range between 2-5% of the award for expenses not covered by administrative budget, such as home inspections, title searches, recording fees, as well as housing counseling and education services.
- S. Essential Service Personnel Definition:** All county residents meeting program income limits and working full-



time as a first responder, educator, or health care professional.

- T. Describe efforts to incorporate Green Building and Energy Saving products and processes:** Flagler County encourages the incorporation of sustainable, storm-resistant innovative design and energy and water conservation into new construction and rehabilitation projects for ongoing sustainability and affordability. The County will, when economically feasible, employ the following Green Building requirements on new construction, rehabilitation and emergency repair projects:
1. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint);
  2. Low-flow or high-efficiency water fixtures in bathrooms—Florida Water Star qualified or WaterSense labeled products or the following specifications:
    - a. Toilets: dual flush, 1.28 gallons/flush or less,
    - b. Faucets: 1.5 gallons/minute or less,
    - c. Showerheads: 2.0 gallons/minute or less;
  3. Energy Star qualified water heater;
  4. Energy Star qualified refrigerator;
  5. Energy Star qualified dishwasher, if provided;
  6. Energy Star qualified washing machine, if provided in units;
  7. Energy Star qualified exhaust fans in all bathrooms; and
  8. Air conditioning: Minimum SEER of 16. Packaged units are allowed in studios and one bedroom units with a minimum of 11.7 EER.
  9. Attic (ceiling) insulation: Minimum of R-38
  10. Light Emitting Diode (LED) bulbs or Energy Star light bulbs

Flagler County obtained its Green Local Government Designation from the Florida Green Building Coalition. Flagler County will adhere to the Florida Board Code Provision. Contractors working on SHIP rehabilitation and replacement homes will have to identify from the most current Florida Green Building Coalition (F.G.B.C) checklist for which items they are in compliance.

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

As a result of Resolution 2008-75, the City of Palm Coast adopted the Unified Land Development Code (Ordinance 2008-16), which incorporated fifty-seven green elements into the code. In addition, the City of Palm Coast City Council adopted the Green Development Incentive Program Ordinance (Ordinance No. 2009-22) and Green Incentive Fee Waiver Resolution (Resolution No. 2009-182).

The City Council subsequently adopted Resolution 2013-132 which established a \$10,000 annual program budget for the Green Development Incentive Program. The budget facilitates a voluntary program that promotes established green certification programs through an incentive-based approach. This Program provides reimbursement for building permit fees as follows: (a) New residential construction (\$300), (b) Residential retrofitting/remodeling (\$300), (c) New commercial/non-residential construction (\$1,000), and (d) Existing commercial/non-residential construction (\$1,000). In addition, this Program provides the following incentives: permit review fast tracking, one (1) no-cost Florida Green Building Coalition (FGBC) certification



review by City staff per Program Participant for new single-family homes, educational workshops for general public and program participants, and promotion of participants and associated projects through City media resources.

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

**V. Describe efforts to reduce homelessness:** The County works with the local Continuum of Care (CoC) and agencies serving persons experiencing homelessness primarily through partnerships, referrals, and rental assistance to place these individuals and families in rental housing for the purpose of providing a stable housing situation. The County uses SHIP funding to prevent homelessness through the foreclosure prevention and eviction prevention programs.

V.

## Section II. LHAP Strategies:

<b>A. Down Payment Assistance</b>	Code 1, 2
-----------------------------------	-----------

- a. Summary: Funds will be awarded for down payment and closing costs to first-time homebuyers to purchase a newly constructed or existing home, including homes purchased from a Community Land Trust (CLT). A newly constructed home must have received a Certificate of Occupancy within the last 12 months.

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

--

- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022
- c. Income Categories to be served: Very Low, Low and Moderate
- d. Maximum award: Very Low \$35,000  
Low \$25,000  
Moderate \$10,000
- e. Terms:
1. Repayment loan/deferred loan/grant: Deferred Loan secured by a note and mortgage
  2. Interest Rate: 0%
  3. Years in loan term: 15
  4. Forgiveness: ~~Loan will be forgiven at the end of the term. However, if the homeowner defaults on the loan within the first 5 years, the entire balance will become due and payable. If default occurs between years 6 and 15, there will be a reduction of 10% of the loan balance per year for each year of ownership and primary residence. There will be no forgiveness period between years 1 to 5~~The loan is forgiven at 10% per year beginning in year 6.
  5. Repayment: None required as long as the loan is in good standing.
  6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. Any payoff funds due to the County must be repaid within 180 days.

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

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

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



As per Flagler County Subordination Policy, an applicant may refinance the first mortgage loan to reduce the monthly payment through a lower interest rate and/or shorten the loan payoff period if the subordination request meets the eligibility guidelines.

- f. Recipient Selection Criteria: Applicants will be assisted on a first-qualified, first-served basis. Homebuyers must complete an approved homebuyer education class from a HUD-certified agency and obtain a certificate of completion. CLT homebuyers must attend a homebuyer education class that contains a Community Land Trust component and/or session with the CLT in addition to a homebuyer education class that requires CLT buyers to demonstrate and attest to a clear understanding of the terms of Community Land Trust homeownership.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Applicants must secure a first mortgage through an approved lender (no private owner or seller financing). Loan will be awarded on a case-by-case basis in the amount of minimum subsidy required in order to allow the homebuyer to purchase an affordable home. Debt-to-income (DTI) ratio cannot exceed 33/40. The maximum award will not be awarded in all cases. Homebuyer must contribute a minimum of 1% of contract price towards the purchase. Purchase of manufactured/mobile homes less than 5 years old are eligible for assistance. Home must be located in Flagler County.

Terms for CLT home purchases: This SHIP assistance is assumable to an income-eligible homebuyer. The terms of the Note and Mortgage shall allow subsequent purchasers to assume the loan with approval by the CLT. Otherwise, no repayment will be required during the term of the loan, provided the loan remains in good standing. Please see Exhibit J for additional instructions and information for CLT purchases.

<b>B. Owner Occupied Rehabilitation</b>	Code 3
---	--------

- a. Summary: Funds will be awarded to repair owner-occupied homes to alleviate code violations, health hazards, life and safety issues, accessibility, electrical, plumbing, roofing, windows and other structural items. ~~Cosmetic~~ Other non-essential items may be included if funds are available after completing all necessary repairs.

- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022
- c. Income Categories to be served: Very Low, Low
- d. Maximum award: \$50,000
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: Deferred Loan secured by a note and mortgage
  - 2. Interest Rate: 0%





3. Years in loan term: 15
4. Forgiveness: ~~Loan will be forgiven at the end of the term. However, if the homeowner defaults on the loan within the first 5 years, the entire balance will become due and payable. If default occurs between years 6 and 15, there will be a reduction of 10% of the loan balance per year for each year of ownership and primary residence. There will be no forgiveness period between years 1 to 5~~The loan is forgiven at 10% per year beginning in year 6.
5. Repayment: None required as long as the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. Any payoff funds due to the County must be repaid within 180 days.

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

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

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

As per Flagler County Subordination Policy, an applicant may refinance the first mortgage loan to reduce the monthly payment through a lower interest rate and/or shorten the loan payoff period if the subordination request meets the eligibility guidelines.

- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel, and income groups as described in Section I. of this plan.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Mobile homes, condos, and other attached homes are not eligible. Home must be located in Flagler County.

C. Emergency Repair	Code 6
---------------------	--------

a. Summary: Funds will be awarded to applicants in need of rehabilitation of their home related to a dire situation that needs to be mitigated immediately. This includes: damaged roofing that is leaking, damaged windows causing exposure to the elements, or electrical or plumbing problems that could cause damage to the home or is an immediate health hazard to the occupants. Funds may also be awarded to pay insurance deductibles for any emergency repairs covered by the homeowner's insurance policy.

b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022

c. Income Categories to be served: Very Low, Low

d. Maximum award: \$15,000

e. Terms:

1. Repayment loan/deferred loan/grant: Deferred Loan secured by a note and mortgage
2. Interest Rate: 0%
3. Years in loan term: 10
4. Forgiveness: Loan will be forgiven on a prorated basis so that 10% is forgiven annually.
5. Repayment: None required as long as the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. Any payoff funds due to the County must be repaid within 180 days.

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

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

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

As per Flagler County Subordination Policy, an applicant may refinance the first mortgage loan to reduce the monthly payment through a lower interest rate and/or shorten the loan payoff period if



the subordination request meets the eligibility guidelines.

- f. Recipient Selection Criteria: Applicants will be ranked for assistance on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel, and income groups as described in Section I. of this plan.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Mobile homes, condos, and other attached homes are not eligible. Home must be located in Flagler County.

<b>D. Demolition and Reconstruction</b>	Code 4
---	--------

a.	Summary: Funds will be awarded to applicants who have been approved for owner occupied rehabilitation <del>in cases where</del> and the home is beyond reasonable repair (more than 50% of structure is deemed unlivable and estimated rehab exceeds maximum award for that strategy). This includes manufactured/mobile homes.
----	---

- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022
- c. Income Categories to be served: Very Low, Low
- d. Maximum award: \$125,000
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: Deferred Loan secured by a note and mortgage
  - 2. Interest Rate: 0%
  - 3. Years in loan term: 30
  - 4. Forgiveness: ~~Loan will be forgiven at the end of the term. However, if the homeowner defaults on the loan within the first 10 years, the entire balance will become due and payable. If default occurs between years 11 and 30, there will be a reduction of 5% of the loan balance per year for each year of ownership and primary residence. There will be no forgiveness period between years 1 to 10~~The loan is forgiven at 5% per year beginning in year 11.
  - 5. Repayment: None required as long as the loan is in good standing.
  - 6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. Any payoff funds due to the County must be repaid within 180 days.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP



eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. Any payoff funds due to the County must be repaid within 180 days.

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

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

As per Flagler County Subordination Policy, an applicant may refinance the first mortgage loan to reduce the monthly payment through a lower interest rate and/or shorten the loan payoff period if the subordination request meets the eligibility guidelines.

- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel, and income groups as described in Section I. of this plan.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Condos and other attached homes are not eligible. Home must be located in Flagler County.

<b>E. Foreclosure Prevention</b>	<b>Code 7</b>
----------------------------------	---------------

a.	Summary: Funds will be awarded to homeowners that are in arrears on their first mortgage. The arrearage must be at least 2 months but no more than 6 months and cannot be under an active foreclosure action.
----	---

- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$5,000
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: Grant
  - 2. Interest Rate: N/A



3. Years in loan term: N/A
  4. Forgiveness: N/A
  5. Repayment: N/A
  6. Default: N/A
- f. Recipient Selection Criteria: In addition to being selected on a first-qualified, first-served basis, applicants must:
- 1) Provide proof on the arrearage in the form of notification from the mortgage holder. This cannot be from a private mortgage holder.
  - 2) Provide evidence of a hardship that caused the arrearage (i.e. loss of employment/income, death of household member, divorce, extended illness or disability).
  - 3) Provide a written statement as evidence of the ability to resume making mortgage payments after the assistance is provided that includes an explanation of how the hardship has been overcome and an indication of the budget plan that will allow for resumption of payments.
  - 4) Receive counseling from a HUD-approved agency trained in foreclosure counseling as assigned by County staff. The counseling agency must sign off on the budget plan.
- g. Sponsor/Sub-recipient Selection Criteria: N/A
- h. Additional Information: Manufactured/mobile homes are not eligible. Home must be located in Flagler County.

<b>F. Disaster Recovery</b>	<b>Code 5</b>
-----------------------------	---------------

a.	<p>Summary: Funds will be awarded to applicants in need of short-term rental assistance or home repairs directly caused by a disaster that is declared by an Executive Order of the President or Governor. Repairs will be prioritized as follows:</p> <ol style="list-style-type: none"> <li>1) Immediate threats to health and life safety (well, sewer, damaged windows, roofing) in cases where the home is still habitable.</li> <li>2) Imminent residual damage to the home (such as damage caused by a leaking roof) in cases where the home is still habitable.</li> <li>3) Repairs necessary to make the home habitable.</li> <li>4) Repairs to mitigate dangerous situations.</li> </ol> <p>In addition, funds may be used for the following items:</p> <ol style="list-style-type: none"> <li>a) Purchase of emergency supplies for eligible households to weatherproof damaged homes;</li> <li>b) Construction of wells or repair of existing wells where public water is not available;</li> <li>c) Payment of insurance deductibles for rehabilitation of homes covered under homeowner's</li> </ol>
----	--

- insurance policies;
- d) Security deposit and rental assistance for the duration of the Executive Order for eligible recipients that have been displaced from their homes due to damage from the declared disaster;
  - e) Repairs necessary to make the home habitable for non-insured homeowners;
  - f) Other activities as proposed by the County and approved by Florida Housing.

- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022
- c. Income Categories to be served: Very Low, Low and Moderate
- d. Maximum award: Repair: \$10,000  
Deductible: \$5,000  
Rental Assistance: \$5,000
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: Grant
  - 2. Interest Rate: N/A
  - 3. Years in loan term: N/A
  - 4. Forgiveness: N/A
  - 5. Repayment: N/A
  - 6. Default: N/A
- f. Recipient Selection Criteria: Applicants will be assisted on a first-qualified, first-served basis with first priority to seniors (62+ years old), special needs, and very low and low income households. In addition, applicants must:
  - 1) Provide proof of homeowner's insurance; and
  - 2) File for and use proceeds from insurance as first option; or
  - 3) If uninsured, provide proof of most recent homeowner's insurance
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Funds for disaster assistance will only be allocated from unencumbered funds or additional funds awarded through Florida Housing Finance Corporation for the disaster. Manufactured/mobile homes are not eligible. Home must be located in Flagler County.

**G. Rental Assistance**

Code 13, 23, 26



a. Summary: Funds will be awarded to renters that are in need of assistance for: a) security and utility deposit assistance; b) eviction prevention not to exceed 6 months' rent; and/or c) rent subsidies for up to 12 months. To be eligible for rent subsidies, the household receiving assistance must be very low income and include at least one adult who is a person with special needs as defined in Section 420.0004(13), F.S. or homeless as defined in Section 420.621, F.S.

b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022

c. Income Categories to be served: Very Low, Low

d. Maximum award: Rent Assistance: \$5,000  
Eviction Prevention: \$3,000

e. Terms:  
1. Repayment loan/deferred loan/grant: Grant  
2. Interest Rate: N/A  
3. Years in loan term: N/A  
4. Forgiveness: N/A  
5. Repayment: N/A  
6. Default: N/A

f. Recipient Selection Criteria: Applicants will be assisted on a first-qualified, first-served basis.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Home must be located in Flagler County. Case management will be provided by the Flagler County Social Services Department or referred to community social service agencies as needed. In addition:

- 1) Applicants must go through an assessment provided by staff to determine likelihood of housing sustainability and stabilization once assistance period runs out.
- 2) A formal lease agreement must be executed by landlord and tenant.
- 3) Assistance will be provided directly to the housing provider as part of a lease agreement.
- 4) Recipients of other ongoing rental assistance such as Housing Choice Voucher, or former Section 8 program, may only be considered eligible for security deposits.

#### H. Rental Development

Code 14, 21

a. Summary: Funds will be awarded to developers of affordable multifamily rental units that are awarded construction financing through other state or federal housing programs to construct or rehabilitate affordable rental units. This funding is intended to be used as gap financing required for the project.

b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022



- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$5,000 per unit;  
Total development: \$75,000 for developments over 50 units  
\$150,000 for developments with 50 units or less that include a minimum of 50% of total units set-aside for persons with Special Needs and/or persons experiencing homelessness
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: For for-profit developers, funds will be awarded as a loan secured by a recorded subordinate mortgage and note. For non-profit developers, funds will be awarded as a forgivable loan secured by a recorded subordinate mortgage and note.
  - 2. Interest Rate: 0%
  - 3. Years in loan term: 15
  - 4. Forgiveness: Non-profits, the loan is forgiven on a prorated basis beginning in year 6 so that 10% of the loan is forgiven annually from years 6 through 15.
  - 5. Repayment: For-profits, the loan is due and payable at the end of the term unless the County negotiates an extended term to secure affordable rental units in the best interest of the County's residents.
  - 6. Default: For all awards, a default will be determined as: sale, transfer, or conveyance of property; conversion to another use; failure to maintain standards for compliance as required by any of the funding sources. If any of these occur, the outstanding balance will be due and payable. Any payoff funds due to the County must be repaid within 180 days.  
  
If the property is foreclosed on by a superior mortgage holder, the County will make an efforts to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.
- f. Recipient Selection Criteria: All applicants for residence in SHIP-assisted units must meet income qualifications of the program as determined and reported by the developer or developer's management company for the development.
- g. Sponsor Selection Criteria: Developers will apply to the County through an RFQ process that is open year round. The RFQ will require proof of developer experience in providing affordable rental housing, proof of financial capacity, evidence of site control (or contract for sale), proof of ability to proceed once all funding is closed, and a housing unit design plan that meets the County's Housing Element in the Comprehensive Plan.

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

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

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

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

### III. LHAP Incentive Strategies – Flagler County

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

#### A. Expedited Permitting

**The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in s.163.3177(6)(f)(3).**

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

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

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

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

#### B. Ongoing Review Process

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

Each year, before the adoption of any new ordinances, local governments are to determine the amount of increase in the cost of affordable housing by adopting any new ordinance or updating



an existing ordinance that may impact the provision of housing. Then the local government is to report annually to the State regarding how much the cost of housing had increased through these actions. Before adopting a new ordinance to increase impact fees, the local government is to advise the amount of additional cost of housing within their jurisdiction.

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

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

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

C. Other Incentive Strategies Adopted:

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

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

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

- (1) Dwelling units constructed or mobile homes installed for low- income and very low-income residents shall be exempt from the educational facilities impact fees.
- (2) As a condition of the exemption, the owner must agree to execute and record a lien against the property for a period of ten (10) years guaranteeing that the proposed dwelling unit will continue to be used for low-income and very low-income residents.



The lien against the property shall be subject only to the lien for general taxes. In the event that the unit is no longer used for low-income or very low-income housing, then the county can compel the owner to pay the impact fee amount plus interest from which the owner or any prior owner was exempt. The interest rate is the prevailing interest rate applied against the original, exempted educational facilities impact fee amount at the time that the “unit is no longer used for low-income or very low-income housing”. The interest rate would be applied to the principal (the educational facilities impact fee amount) for the number of years (prior to the tolling of the ten (10) year period of the exemption) that the educational facilities impact fee exemption was claimed. The lien shall run with the land and apply to subsequent owners for a period of ten (10) years.

- (3) Any claim for an exemption must be made no later than the time of application for a building permit or a permit for a residential mobile home installation. Any claim not so made shall be deemed waived.
- (4) The county administrator shall be authorized to determine whether a particular dwelling unit falls within the exemption for low-income or very low-income housing pursuant to the provisions of this section. Determinations of the county administrator shall be subject to the appeals procedures set forth in section 17-147 below. (Ord. No. 04-20, § 13, 12-6-04)

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

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

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

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

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

Policy C.1.1.2: Flagler County shall continue to encourage the private sector to provide affordable



housing for very-low, low and moderate income families through the use of the Housing Density Bonus System.

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

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

a. Definitions:

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

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

*Low income household:* A household in the county which earns less than eighty (80) percent of the county's median income, adjusted for family size.

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

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

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

Though not typically used, the inclusion in the LDC of cluster housing provides an additional tool, through an accompanying Planned Unit Development zoning designation, to accomplish higher





densities and preserve open space than would otherwise be accomplished through a standard zoning category within the LDC. It is anticipated that other options will be explored as part of the County's Comprehensive Plan update process and the update to the Land Development Code that will follow.

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

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

The Flagler County Comprehensive Plan provides that no development, including housing development, shall be approved unless there is sufficient infrastructure capacity available to serve the development. These requirements are contained in Article VIII, Consistency and Concurrency Determination, of the County's LDC. This concurrency management requirement serves as the principal mechanism for ensuring that growth is managed in a manner consistent with the provisions of the comprehensive plan. In Flagler County, there is only one type of concurrency certificate. The Certificate requires a payment of 25% of the impact fees to reserve the capacity.

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

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

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

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

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

As structured, the County's Land Development Code (LDC) establishes minimum setback and lot size requirements for both single family residential zoning districts and multiple family residential



zoning districts. These setback requirements provide a standard separation between houses and between houses and roadways. Certain zoning districts found within the LDC have smaller setbacks, some (R-1c and R-1d zoning districts) with zero lot line setbacks on the side property lines. Affordable housing projects could use those specific zoning districts to utilize the side setback requirement. There is also the option to rezone to the PUD zoning district, which gives you the ability to create customized setback and parking requirements.

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

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

*A. Off-street parking space requirements.*

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

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

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

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

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



reductions due to increasing yield.

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

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

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

**4.06.02 Roads**

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

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

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

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



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

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

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

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

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

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

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

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

**LHAP Incentive Strategies – City of Palm Coast**

**A. Expedited Permitting**

**The processing of approvals of development orders or permits for affordable housing projects is**



**expedited to a greater degree than other projects, as provided in s.163.3177(6)(f)(3).**

Development Orders and Permits for affordable housing projects will be expedited to a greater degree than other projects by standard custom and practice. All rehabilitation and replacement home construction projects will be processed through the expedited permit strategy. The Community Development Director or designee will shepherd applications through each level of review that are considered an affordable housing project. For the purpose of the expedited permit process, affordable housing projects will be identified as those projects assisted with state or federal housing funds as confirmed by the Flagler County SHIP Administrator. Specifically, Policy 3.1.1.4 notes that expedited site plan review and permitting should be considered as an action to promote affordable housing. Expedite development orders and permits for affordable housing projects as described above.

**B. Ongoing Review Process**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

Reserving infrastructure capacity upfront for a project is important if there are deficiencies in concurrency-related facilities. Like waiving impact fees, allowing reservation of capacities without





payment for affordable housing projects is unfair to other development.

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

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

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

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

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

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

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

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

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

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

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

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



develop standards (such as lot sizes, setbacks, lot coverage, etc.) for specific projects.

Additionally, the ULDC permits townhouse residential development. This type of development allows a developer to construct a minimum of three (3) attached units and a maximum of eight (8) attached units per building.

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

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

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

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

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

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

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

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

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

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



employment opportunities is encouraged and promoted by the comprehensive plan.

**IV. EXHIBITS:**

- A. Administrative Budget for each fiscal year covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.
- D. Signed LHAP Certification.
- E. Signed, dated, witnessed or attested adopting resolution.
- F. Ordinance: (If changed from the original creating ordinance).
- G. Interlocal Agreement.
- H. Other Documents Incorporated by Reference.

**EXHIBIT J**  
**Additional Instructions & Information for Down Payment Assistance**  
**for Community Land Trust Purchases**

To qualify, homes must be purchased from a County-approved Community Land Trust (CLT). The CLT will execute a 99-year ground lease with the homebuyer. A memorandum of that ground lease is recorded in the public records immediately following the deed. The terms of the ground lease restrict the resale of the property to an income eligible household and provide a right of repurchase to the CLT in the event of default. The CLT must approve the subsequent homebuyer. In the event of a default, the CLT must notify the County whether it intends to exercise its right of repurchase. In the event the CLT is not willing or able to exercise its right of repurchase, it shall transfer its right of repurchase to the County, giving the County the right, but not the obligation to purchase the property.

The assistance shall be treated as a development cost pay-down to further reduce the sales price to the homebuyer. The assistance amount shall be excluded from the Base Price and Formula Price as defined in the ground lease. The balance of the assistance must be included in the Purchase Option Price as defined in the ground lease to repay the funds to the County in the event of default. If the maximum subsidy was not provided to the first homebuyer, the County may provide additional assistance to the subsequent buyer to ensure that the property remains affordable, up to the amount of the maximum subsidy allowable at the time of subsequent purchase minus the original subsidy amount provided to the first homebuyer. Any additional SHIP investment will extend the original loan term. At the end of the loan term, the loan will be forgiven, and the lien released. However, the CLT ground lease will remain in effect and the requirements for residency, resale price, and subsequent buyer's income eligibility will continue. The CLT may request satisfaction of a loan and release of the lien during the term of the loan on behalf of a homeowner or seller, and under certain defined circumstances, with approval granted by the County on a case-by-case basis.

When selling a CLT home, the seller must notify the CLT. The CLT will then enter into a purchase and sale agreement with the seller, that will get assigned to the subsequent homebuyer. The Purchase Option Price for the CLT will be calculated as follows:

Purchase Option Price = Formula Price + Payoff Amount of Deferred Payment Loans

The Formula Price is calculated using a Base Price calculated by subtracting the amount of down payment assistance from the purchase price. For example:

Purchase Price:	\$185,000
MINUS Assistance Provided (maximum):	- <u>\$55,000</u>
EQUALS Base Price (sales price) for first buyer:	<b>\$130,000</b>

Base price is the amount the buyer would need to finance (plus transaction costs) and is used to calculate the Formula Price in the ground lease.

Suppose the Formula (re-sale) Price in the ground lease is calculated by a 1% annual increase to the Base Price, compounded. Suppose the home is sold after 5 years. To calculate the Purchase Option Price (price that will go in the purchase and sale agreement between the CLT and the seller), first calculate the Formula Price:

Formula Price = Base Price x Compound Rate

Calculated as follows:

Year 1 = \$130,100 x 1.01 = \$131,300

Year 2 = \$131,300 x 1.01 = \$132,613

Year 3 = \$131,613 x 1.01 = \$133,939

Year 4 = \$133,939 x 1.01 = \$135,379

Year 5 = \$135,379 x 1.01 = \$136,631

Formula Price = \$136,631

Purchase Option Price = \$136,631 + \$55,000 = \$191,631

The price to the subsequent buyer equals the Purchase Option price minus the assumed down payment assistance:

Purchase Option Price:	\$191,631
DPA assumed:	- <u>\$55,000</u>
Sales price for subsequent buyer:	<b>\$136,631</b> (New Base Price for Formula Price)

The new price should be affordable to the subsequent buyer without additional subsidy.

At the end of the loan term, the value of the Purchase Option Price will be equal to the Formula Price.

## City of Palm Coast, Florida Agenda Item

Agenda Date: 06/18/2019

<b>Department</b>	Finance	<b>Amount</b>	Uniforms \$76,000
<b>Item Key</b>		<b>Account</b>	Multiple
<b>Subject</b>	RESOLUTION 2019-XX APPROVING PIGGYBACKING THE PRINCE WILLIAM COUNTY PUBLIC SCHOOLS CONTRACT AND CINTAS CORPORATION NO. 2, FOR THE PURCHASE OF UNIFORM RENTAL SERVICES.		
<b>UPDATE FROM THE JUNE 11, 2019 WORKHOP:</b> This item was heard by City Council at their June 11, 2019 Workshop. There were no changes suggested to this item.			
<b>ORIGINAL BACKGROUND FROM THE JUNE 11, 2019 WORKSHOP:</b> In 2018, the City Council approved piggybacking the US Communities contract between Harford County Public Schools, Bel Air, MD and Cintas Corporation for uniform rentals. That contract has expired and US Communities has a new contract between Prince William County School Board, Manassas, VA and Cintas Corporation for the same services at the same prices under similar terms and conditions.  City staff is recommending piggybacking the US Communities Prince William School Board Contract (# R-BB-19002) with Cintas through April 9, 2022 (3 years) for the purchase of uniform rental services. Piggybacking existing competitively bid contracts is advantageous since the pricing is generally better than what the City could obtain on its own, and the City does not incur the expense and delay of soliciting a bid.  Since the underlying contract is an agreement on a per unit price basis, City staff is using budgeted funds appropriated by City Council. The Fiscal Year 2019 Budget includes available funding in the City’s various department budgets to purchase uniform rental services City staff estimate that the City will expend approximately\$76,000.00 on uniform rental services annually under this piggyback contract.			
<b>Recommended Action :</b> Adopt Resolution 2019-XX approving piggybacking the Prince William County Public Schools contract with Cintas Corporation No. 2, to purchase uniform rental services.			



**RESOLUTION 2019-\_\_\_\_\_**  
**PIGGYBACK PRINCE WILLIAM COUNTY PUBLIC SCHOOLS AND**  
**CINTAS CORPORATION NO. 2**  
**UNIFORM RENTAL SERVICES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE PRINCE WILLIAM COUNTY PUBLIC SCHOOLS CONTRACT WITH CINTAS CORPORATION NO. 2, TO PURCHASE UNIFORM RENTAL SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast desires to purchase uniform rental services for various department city wide; and

**WHEREAS**, Cintas Corporation desires to sell the aforementioned uniform rental 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 PIGGYBACK CONTRACT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the piggyback contract between Prince William County Public Schools and Cintas Corporation No. 2, for uniform rental services, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 18th day of June 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit "A" –Prince William County Public Schools and Cintas No. 2 contract

Approved as to form and legality

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



## FACILITIES SOLUTIONS AGREEMENT

Location No. 149

Contract No. \_\_\_\_\_

Customer No. \_\_\_\_\_

Main Corporate Code → **New CC 13218**

Customer/Participating Agency City of Palm Coast Date 4/10/2019  
 Address 160 Lake Avenue City Palm Coast State FL Zip 32164  
 Phone 386-986-2339

## UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
935	Comfort Blend Shirt	
330	Work Shirt Cotton Men's	
271	Comfort Blend Shirt Women's	
945	Work Pant Men's Blend	
340	Work Pant Men's Cotton	

- This agreement is effective as of this date from 4/10/2019 to 4/9/2022, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem \$ \_\_\_\_\_ ea • Company Emblem \$ \_\_\_\_\_ ea SEE EXHIBIT A (PRICING)
- Customer Emblem \$ \_\_\_\_\_ ea • Embroidery \$ \_\_\_\_\_ ea
- COD Terms \$ \_\_\_\_\_ per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item \_\_\_\_\_ % of Inventory \_\_\_\_\_ \$ \_\_\_\_\_ Ea.
- Automatic Lost Replacement Charge: Item \_\_\_\_\_ % of Inventory \_\_\_\_\_ \$ \_\_\_\_\_ Ea.
- Minimum Charge \$ 35.00 per delivery.
- Make-Up charge \$ 1.50 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ 15 per garment.
- Seasonal Sleeve Change \$ 15 per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$ \_\_\_\_\_
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ \_\_\_\_\_ per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other \_\_\_\_\_

## FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
	2161	Shop Towels	W		
	2191	Fender Covers	W		
	2477	3x5 Scraper Mat	W		
	2478	4X6 Scraper Mat	W		
		See Exhibit A for Additional Products/Pricing			

\*Indicated bundled items/services

☐ Initial and check box if Unilease. All Garments will be cleaned by customer

☒ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control customer.

☐ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

CUSTOMER:

Cintas Loc. No. 149 Please Sign Name \_\_\_\_\_By: Christopher Dunne Please Print Name Matthew MortonTitle: Government Major Account Manager Please Print Title City Manager

Accepted-GM: \_\_\_\_\_ Email \_\_\_\_\_

May 29, 2019 | 5:14 AM PDT

## Omnia Partners Public Sector Participating Public Agencies Terms

1. **Participating Public Agencies:** Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

## Supplier General Service Terms Section

3. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. **Service Guarantee:** Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
8. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or

terminated by Company for non-payment by Customer at any time Customer<sup>7</sup> will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

In Process

## Exhibit A Price Schedule &amp; Delivery Sites

## Uniforms:

Garment Description	Item Number	Proposal Rental	Replacement Rates
Comfort Blend Shirt Men's	935	0.15	15.50
Work Shirt Cotton Men's	330	0.23	17.50
Comfort Blend Shirt Women's	271	0.15	16.80
Work Pant Men's Blend	945	0.20	18.25
Work Pant Men's Cotton	340	0.32	24.50
Women's Work Pant Blend	390/395	0.28	21.50
Hip Jacket	670	0.41	32.00
Bomber Style Jacket	970	0.40	30.50
Work Shirt Cotton Women's	N/A	N/A	N/A
Work Pants Women's Cotton	N/A	N/A	N/A
*ANSI Class II T-shirt	69692	0.92	44.50
Jeans Men	394	0.28	20.15
Jeans Women	394	0.28	20.00
Jeans Men Carhartt - 5 Pocket	381	0.45	26.80

\*Any embellishment will require buyback agreement

ANCILLARY CHARGES	
Service Charge	All waived for the life of the agreement (compare this to incumbent DEFES charges)
Premium Size Upcharge	.15 per garment up-charge waived for the life of the agreement

OPTIONAL PROGRAM - UNIFORM ADVANTAGE - PREPAYS ALL UNIFORM DAMAGE	
.06 PER GARMENT/EMPLOYEE	Applies to all garments and covers all uniform damage for the life of the agreement - excludes intentional, abusive damage.

US COMMUNITIES UNIFORM TRIM CHARGES		
Name Tags	1.55 Ea.	Free on install employee group
Co Emblems	2.50 to 4.00	Cintas provided - 2.50 for rectangle embroidered Emblem or 4.00 oval applique emblems
Company owned patches	1.55	Add/Removal Fee
Garment Prep	1.55 Ea.	Prep ID Tapes, all garments, Free on install employee group



OPTIONAL PROGRAM - EMBLEM ADVANTAGE - PREPAYS ALL UNIFORM DECORATION CHARGES LISTED ABOVE	
.08 PER SHIRT/EMPLOYEE	<p>Covers all emblems, name tags and preparation (barcode ID tapes) for the duration of the agreement.</p> <ul style="list-style-type: none"> <li>- Billed only on the shirts</li> <li>- Includes the application of company owned emblems</li> <li>- Includes Cintas provided rectangle style emblems at no additional charge</li> <li>- Does not include special oval applique emblems. These would have to be customer provided. Cintas would not charge for application of customer owned emblems.</li> <li>- Includes \$0 prep for all pants too even though the .08 is billed only on the shirts.</li> </ul>

**Floor Mats**

ITEM DESCRIPTION	CINTAS ITEM	UNIT PRICE	LOSS/REPLACEMENT CHARGE
3X5 TRAFFIC MAT - GRANITE	10196	\$3.34	\$68.64
4X6 TRAFFIC MAT - GRANITE	10197	\$4.26	\$100.68
3X10 TRAFFIC MAT - GRANITE	10198	\$5.19	\$137.29
SHOP TOWELS	2161	\$0.10	\$0.45
FENDERCOVERS	2191	\$1.00	\$8.00
3X5 SAFETY MAT	84302	\$3.78	\$65.00
3X5 COFFEE MAT	1800	\$3.78	\$65.00
4X6 LOGO MAT (requires buyback)	84401	\$6.93	\$180.00
3X10 LOGO MAT (requires buyback)	84001	\$8.60	\$225.00
3X5 SCRAPER MAT	02477	\$2.25	\$45.00
4X6 SCRAPER MAT	02478	\$3.20	\$85.00

**Servicing Cintas Site for Uniforms and Facility Services:**

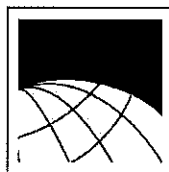
(386) 274-2715	1844 Holsonback Drive	Daytona Beach	FL	32117
----------------	-----------------------	---------------	----	-------

Local Sales Manager: Jon Seltzer 904-472-5457

**Delivery Sites for Uniforms and Facility Services:**

Public Works (Streets & Drainage)  
 1 Wellfield Grade  
 Palm Coast, Florida 32137

Utility Department  
 2 Utility Drive  
 Palm Coast, Florida 32164



# Prince William County

**PUBLIC SCHOOLS**

*Providing A World-Class Education*

## CONTRACT NUMBER: R-BB-19002

*This Contract entered into this 13th day December, 2018 by, Cintas Corporation No. 2 (or any of its subsidiaries and affiliates), 6800 Cintas Blvd., Mason OH 45040, hereinafter referred to as the "Contractor" and Prince William County School Board, P.O. Box 389, Manassas, VA 20108, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".*

**WITNESSETH** that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. **SCOPE OF CONTRACT:** Contractor shall provide Facilities Management Products and Solutions for Prince William County Schools, Virginia on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations.
2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
  - 2.1. This signed Contract document;
  - 2.2. Memorandum of Negotiations dated November 1, 2018 (Attachment A)
3. **CONTRACT TERM AND RENEWAL:**
  - 3.1. The initial term of this contract shall be from December 13, 2018 through October 31, 2023, with the option to renew for two (2) additional two (2) year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
  - 3.2. The products and services which are the subject of this Master Agreement may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.
4. **CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or his designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.  
  

Brian Burtner, CPPB, Buyer, (703) 791-8736, [burtneba@pwcs.edu](mailto:burtneba@pwcs.edu)
5. **PRICING:** In accordance with applicable percentage discounts and prices, per attached Contractor's response dated September 25, 2018 and negotiated prices/rates negotiated September 25, 2018 (see attached).
6. **PAYMENT TERMS:** 2% Discount Net 15, Standard terms are Net 30 days

**7. TERMINATION FOR CONVENIENCE:**

- 7.1. If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as a termination fee equal to 50 weeks of rental service.
- 7.2. If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as a termination fee equal to 36 weeks of rental service.
- 7.3. If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as a termination fee equal to 23 weeks of rental service.
- 7.4. If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as a termination fee of 10 weeks of rental service.
- 7.5. Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement or pay for any damaged, lost or unreturned goods at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Prince William County does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

*This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.*

**IN WITNESS THEREOF**, the parties have caused this Contract to be executed by the following duly authorized officials:

**CONTRACTOR:** Cintas Corporation No. 2

\_\_\_\_\_  
Authorized Signature

*Craig Jackson*  
\_\_\_\_\_  
Type Name

*National Director - Government*  
\_\_\_\_\_  
Title

*12/19/18*  
\_\_\_\_\_  
Date

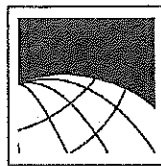
**PURCHASING AGENCY:**

*Anthony E. Crosby*  
\_\_\_\_\_  
Authorized Signature

*Anthony Crosby, CPPO, CPPB*  
\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Supervisor of Purchasing  
Title

*12/21/18*  
\_\_\_\_\_  
Date



**Prince William County**  
**PUBLIC SCHOOLS**  
*Providing A World-Class Education*

**MEMORANDUM OF NEGOTIATIONS**  
**R-BB-19002**

Dated: November 13, 2018

Prince William County Schools (hereinafter called PWCS) and Cintas Corporation No. 2 (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-BB-19002 for Facilities Management Products and Solutions. The final Contract contains the following documents:

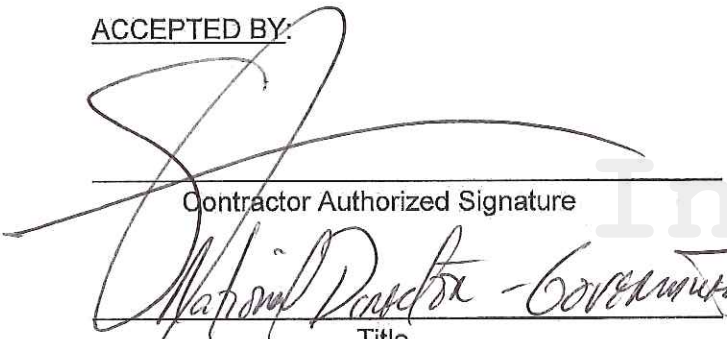
- a. PWCS's Request for Proposal, R-BB-19002, dated July 17, 2018 and Addendum #1, dated August 8, 2018;
- b. Contractor's proposal dated August 13, 2018;
- c. Contractor's responses to Clarification Questions and Negotiations dated September 25, 2018, attached;
- d. Contractor's best and Final Offer, dated October 5, 2018;
- e. PWCS RFP R-BB-19002, General Terms and Conditions, Paragraph 30, Indemnification, is hereby modified to include "to the fullest extent permitted by applicable law".
- f. This Memorandum of Negotiations;
- g. Any subsequent modifications to the Contract.
- h. For FRC garments: Customer agrees it bears sole responsibility for selecting the flame-resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged



failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

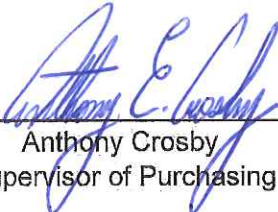
- i. For high visibility garments: Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.

ACCEPTED BY:

  
Contractor Authorized Signature

12/9/18  
Date

Marion Dando - Governor  
Title

  
Anthony Crosby  
Supervisor of Purchasing

12/21/18  
Date

## Attachment A

1. How often do you update your inventory? Are all new deployments brand new uniforms or are they recycled from past agencies?

All rental uniforms are put through quality inspection weekly when turned in for laundry. If it is determined that a garment needs replaced due to normal wear, it will be upgraded. Age of garment is not a factor as QA is graded upon condition. New wearers could get new uniform if not available in the local stockroom. However, if stock is available, uniforms can be recycled if they are in "like-new" graded condition. Customer can request all new hires get new uniforms, however the lead time to install would be extended.

2. Are your vending options available as a part of this proposal (for scrubs or other uniforms)? If these are available, what is the cost? Yes.

Item Code	Description		List Price	USC Pricing
D10	Small Dispenser		\$ 370.00	\$ 310.00
D16	Medium Dispenser		\$ 416.00	\$ 345.00
D20	Large Dispenser		\$ 462.00	\$ 385.00
R110	Return Unit		\$ 104.00	\$ 90.00
RX	Wall Mounted Unit		\$ 93.00	\$ 90.00

The use of scrub dispensing units is increasing all over college campus' and other public entities. Cintas will continue to focus its sales efforts in this space to also include units that dispense lab coats and other clothing items.

3. Do you offer dielectric testing on your gloves? If so, what would be the cost for this service?

Yes, this is one of Cintas' newest offerings. Please see attached for both additional information about the service and the pricing available.

4. Do you offer wet mats that would be appropriate for showers and locker rooms?

Yes, we offer Drainage Mats which can be used in wet areas. The pricing for this item is \$2.19.

5. Do you offer calibration on the chemical dilution centers free of charge? Are these installed free of charge?

Yes. Yes

6. Do you work on Halon fire suppression systems?

Yes, Cintas provides this service only in certain markets. Because it is not a nationwide service, it is priced locally to with a 10% discount, per the US Communities contract.

7. What is the price for the training programs you offer?

The pricing file for Training is attached.

8. What is the process for coil and carpet cleaning? How do you meet environmental regulations for public agencies (such as MS4) for these types of services? Which public agencies have you provided these types of services for in the past?



Attachment A

We have attached the scope of work for both Coil Cleaning and our process for Tile and Carpet Cleaning. As the work of both services is proprietary, we would ask that the attached relative to those services be redacted. While we do have experience with regulations like MS4. We have also attached our protocol for the discharge of both liquid and solid wastes incurred in the performance of these services. Cintas' Deep Clean Technician, Ultraclean SSR, or Coil Cleaning Technician must sign this document stating that he/she will adhere not only to local, state, and national regulations, but also the procedures set forth in that document. Any violations of the tenets set forth in that document is grounds for the dismissal of the employee.

9. Two of your references were not willing to provide a reference per their statutes and the other three were not responsive. Do you have any other references who could provide feedback on their experience?

Bonnie Sletman  
Sr. Procurement Agent  
Manatee County Government, BCC  
Procurement Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, FL 34205  
T 941-749-3046 F 941-749-3034  
[bonnie.sletman@mymanatee.org](mailto:bonnie.sletman@mymanatee.org)

Matt Helm  
Deputy Director of Purchasing  
City of San Diego  
Phone: 619-236-6104  
[mehelm@sandiego.gov](mailto:mehelm@sandiego.gov)

Kevin Mitchell, MBA  
Budget and Procurement Director  
Lackawanna County  
200 Adams Ave.  
Scranton, PA 18503  
(P) - 570-963-6767  
(F) - 570-963-6514  
[MitchellK@lackawannacounty.org](mailto:MitchellK@lackawannacounty.org)  
[www.lackawannacounty.org](http://www.lackawannacounty.org)

Joseph Patterson, MPA, VCO  
Department of Purchasing  
Chesterfield County  
Phone: 804.717.6307  
[Pattersonjo@chesterfield.gov](mailto:Pattersonjo@chesterfield.gov)

In Process

## Attachment A

10. How long has the TruCount system been in place? If public agencies are having issues with their uniforms being returned in a timely fashion, what steps can be taken to make sure this doesn't affect the agency's ability to work?

Since 2016, Fulling Implemented across all sites for about a year.

11. What is the lead time for new employees to be fit with uniforms?

Fitting within a week of notice. New site estimated at 4 weeks. New employee at existing site is 2-4 weeks from sizing. Can be 1 week turn if sizes are in stock at local Cintas.

12. What is the lead time for embroidery of new uniforms?

About 2 weeks. Stocked garments purchased directly are embroidered on demand and can be shipped in about a week.

13. What efforts can you make to simplify the invoicing process and make this less hands-on?

We are in the process of scheduling with the EC a demonstration of the [www.myCintas-ebilling](http://www.myCintas-ebilling) and servicing platform.

14. Is there a reason that you do not offer volume discounts or ecommerce rebates?

Volume discounts would generally be for direct purchase only. Our local reps have the freedom to price lower than the ceiling price of the agreement so volume discounts for direct purchase items is available.

15. Do you offer prompt payment discounts?

Yes, we can offer 2% Net 15 and Net 30 as standard payment terms

16. Why does California have different pricing for fire and safety?

It cost more to do business in California due to regulatory policies, labor laws, etc.

17. On page 142 you mention "minimal" charges for lockers, rolling racks and soiled hampers. Can these be provided at no charge? Can these be repaired or replaced as needed at no charge?

Yes, these will be No Charge.

18. Please explain the additional charges on page 31 for Garment Rental.

Minimum stop Charge: \$35.00-this is the minimum a site can average for Cintas to stop the truck. Agency pays the difference to make the service at least \$35.00. Ex: Actual weekly rental is \$30.00 for uniforms and mats. Customer is charged \$5.00 as the "min stop charge" on top of the \$30. To reach a total of \$35. We normally suggest product additions to equal a min stop so the customer is paying for products/services.

Lockers: No charge

Make-up Waived on initial installation and for 30 days of service: this is industry standard charge to set up new uniform wearer after initial install. This covers the cost

## Attachment A

on the plant to order, prep, set up the system and sew in the ID tap with the employee information. One-time fee per garment. Ceiling priced.

Emblem-Waived on initial installation and for the first 30 days of service: Local Cost (depending on company name and type of emblem ordered) This is the cost of the actual company emblem that is applied when adding new employee after the initial install.

Name tag- \$1.50: The cost to set up a name to rental uniform. Normally embroidery. Ceiling Priced.

Size premium per Garment: \$1.50 this is the price for extended sizes, starting at 2xl and up, there is an addition charge per garment. Ceiling priced.

**19. Minimum Order size charges for Garment Rental are not acceptable. Is this negotiable?**

Minimum Order charges are fully described as the minimum amount charged to the client for stopping the Cintas vehicle and delivering the product or service contracted by the client. Under the pricing file offered in our proposal, the Minimum Order charge is \$35.00. Cintas is willing to entertain changing the nomenclature on the contract for this charge to something else that would be acceptable to the EC.

**20. What is the cost for tailoring (ex. Shortening of pants)?**

No charge

**21. Do you offer "tall/Long" sizes?**

We do offer tall/long sizes. The charge for shirts in the extended sizes are the same as for size premiums detailed in the Cintas proposal. There are no additional charges for pants for tall sizes.

**22. Do you offer summer internships or student programs for college students?**

Cintas would be interested in creating with USC members opportunities for internships that coincide with our normal hiring practices for these positions:

**23. In Tab 7, Exceptions, the fee for termination for convenience: Is it acceptable to substitute "termination fee" for "liquidated damages"?**

Yes, this is negotiable with the contract

**24. Fire Protection sales team: 6 of the states where you have no representation are in U.S. Communities' top 25 states (AL, IA, MN, NC, OR, TN) - are there plans to expand into these states?**

Yes, Cintas is striving to grow the division to \$1billion in 10 years.

## Attachment A

25. Should Brent Schafer be listed as the Executive?

Yes, we can update.

26. What is the Lost Replacement charge for items not listed in the market basket?

The L/R charge will also be reduced by 10%. See Link below to Cintas full catalog:  
[www.shopcintas.com](http://www.shopcintas.com)

27. Page 85, #7: What happens if a public agency is not able to accommodate net 15 or net 30 payment terms? Is it possible to make the standard payment terms for all product lines Net 30?

Yes, Net 30 is Standard term.

28. Rubber Glove Addendum:

a. What company will be required to purchase from?

Relative to the addendum, the Cintas Head/Hand electrical PPE program is considered a lease only option.

This program is based on Cintas using National Safety Apparel for all PPE items listed as well as inspection/certification of voltage rated gloves being leased.

b. No information listed in Schedule A. No pricing, etc.

See attached excel document with pricing. The addendum was a blank template.

c. Will they test gloves already in use, or do we have to purchase the gloves new from them to get the testing completed.

No, this program is based on Cintas setting up a new rental solution for Head/Hand PPE.

29. Classroom Safety Training Cost Breakdown:

d. Line 65906 – Is 10 people a minimum or maximum per class? If multiple classes are needed, is the charge of the instructor per class or one time charge for multiple classes? The class size listed on the price file is the max size per class. This varies per type of class, from 10-25. The charge for the instructor is per class.

e. Line 65908 – What are normal hours and excess hours?

Monday-Friday 8am-5:00pm

Referencing Cintas' response to the initial EC questions/clarifications:

30. Item 15 – Do you offer prompt payment discounts? **This was discussed on the teleconference on September 13. We discussed 2% Net 15 and Net 30 as the standard payment. This needs to be clarified that this is your understanding as well.**

Yes, 2% Net 15 and Net 30 for standard local payment. Updated document.

31. Item 17 – On page 142 you mention "minimal" charges for lockers, rolling racks and soiled hampers. Can you provide these at no charge? Can these be repaired or replaced as needed at no charge? **This was discussed on the teleconference on September 13. This was agreed that these would be at no charge and not that this would be negotiated. Please clarify.**

Yes, No Charge for these items. Updated document.

Attachment A

32. Item 18 – Please explain additional charges on page 31 for Garment Rental. **This was discussed on the teleconference on September 13. See question 17, this charge should be removed.**

Yes, No Charge. Updated document.

33. Item 19 – Stop charges for Garment Rental are not acceptable. Is this negotiable? **This should be called minimum order size, not minimum stop charge.**

Changed language to Minimum Order Size and updated document.

34. Item 26 – What is the Lost Replacement charge for items not listed in the market basket? **Please provide us with a full catalog that the discount by category will be taken from.**

Catalog is online and can be accesses with link: [www.shopcintas.com](http://www.shopcintas.com) Updated document with the link as well.

35. Item 27 – Page 85, #7: What happens if a public agency is not able to accommodate Net 15 or Net 30 payment terms? Is it possible to make the standard payment terms for all product lines to be Net 30? **This was discussed on the teleconference on September 13. We agreed on Net 30 as standard terms. This needs to be clarified that this is your understanding as well.**

Yes, Net 30 is standard term. Updated document.

In Process

**Contract #R-BB-19002 - FACILITIES MAINTENANCE SOLUTIONS**  
**DISCOUNT BY PRODUCT CATEGORY**

Category	Discount (% from published/ book rate)	Comments
1 Uniform Rental	10%-32%	Cintas has committed to US Communities participating public agencies a 10% discount off of National Account Book Pricing for all items. National Account book pricing is, generally, 20%-25% off of local pricing structure.
2 Uniform Leasing	10%	
3 Uniform Purchase	10%-50%	
4 Shoe Purchase	10%	
5 Mat/Mop Rental	10%-56%	
6 Mat/Mop Leasing	10%	
7 Mat/Mop Purchase	10%	
8 Restroom Supplies	10%	
9 Restroom Services	10%	
10 Deep Cleaning Services	10%	
11 First Aid/Safety Supplies	10%-50%	Can Vary by product. Minimum savings listed
12 AEDs	10%	
13 Fire Protection Services	10%	
14 Promotional Products	10%	Can Vary by product. Minimum savings listed
15 Miscellaneous	10%	
16 Other	10%	

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.



**Contract #R-BB-19002 - FACILITIES MAINTENANCE SOLUTIONS**  
**ADDITIONAL CHARGES**

<b>Deep Clean</b>		
Set Up Charge	Anytime we have to use the truck to clean a customer	\$50 per Service
Truck Movement Charge	Anytime we have to move the truck during a service	\$50 per Movement
Floor Change Charge per Floor	Anytime/All times we have to change floors during a service	\$50 per floor
Furniture Moving Charge per Hour	Used if we have to move an excessive amount of furniture that adds up to at least an hour	\$200 per hour
Spotting Price per Hour	Used if we are asked to spot only during a service	\$200 per hour
Mileage Charge	Charge per Mile Outside of 60 Minutes from the Location	\$.75 per mile
Minimum Stop Charge	Minimum amount we have to invoice to service the account	\$500 per Stop
Wait Charge	Used anytime the customer is not prepared to start their cleaning and we have to wait more than an hour	\$80 per hour
Cancellation Charge	Used anytime the customer cancels less than 24 hours before the service	25% per invoice

**Garment Rental**

Minimum Order Size	\$	35.00
Lockers	\$	-
Make Up -Waived on initial installation and for the 1st 30 days of service	\$	1.50
Emblem -Waived on initial installation and for the 1st 30 days of service	Cost	
Name Tag	\$	1.50
Size Premium (starting at 2XL)	\$	1.50

DEEP CLEANING			
Service Description	Description	Price	Pricing Detail
Carpet			
VCT Restoration	Used any time we do a restoration VCT job, which means stripping the floor all the way down and reapplying 4 coats of finish	\$30 sq ft	
VCT Maintenance	Used any time we do a maintenance VCT job, which means top scrubbing the floor down 1-2 coats and reapplying 2 coats of finish	\$60 sq ft	
VCT Maintenance	Used any time we do a cleaning VCT job, which means cleaning the floor with a Pad and Cleaner and NOT reapplying any finish	\$32 sq ft	
Standard Carpet Cleaning	5 Step - PARR Process plus Protectant - Truck Mount	\$29 Sq Ft	
Standard Carpet Cleaning	4 Step - PARR Process - Truck Mount	\$22 Sq Ft	
Standard Carpet Cleaning	2 Step - Prespray and Rinse - Truck Mount	\$14 Sq Ft	
Standard Carpet Cleaning	5 Step - PARR Process plus Protectant - Portable	\$22 Sq Ft	
Standard Carpet Cleaning	4 Step - PARR Process - Portable	\$14 Sq Ft	
Standard Carpet Cleaning	2 Step - Prespray and Rinse - Portable	\$09 Sq Ft	
Wool Carpet Cleaning	2 Step - Prespray and Rinse	\$29 Sq Ft	
Carpeted Steps	Cleaning Only	\$4.50 per standard step	If step is determined to be nonstandard, the price is decided locally
Carpet Protectant	If not included with 5 Step	\$10 Sq Ft	
Carpet Sanitizer	Used anytime we apply a sanitizer after the cleaning	\$05 Sq Ft	
Carpet Deodorizer	Used anytime we apply a deodorizer after the cleaning	\$05 Sq Ft	
Low Moisture Process	PreRotoScrub, Prespray, Agitate, Respray Spots (No Vacuuming)	\$14 Sq Ft	Any vacuuming required is in addition to the sq ft price
TILE			
Standard Tile	5 Step - PARR Process plus Sealer - Truck Mount	\$135 Sq Ft	
Standard Tile	5 Step - PARR Process 2" or Less - Truck Mount	\$250 Sq Ft	
Standard Tile	4 Step - PARR Process >2" - Truck Mount	\$75 Sq Ft	
Standard Tile	4 Step - PARR Process 2" or Less - Truck Mount	\$195 Sq Ft	
Sealer (After Cleaning)	Used anytime we apply an impregnating sealer after the cleaning	\$60 Sq Ft	
Color Seal (After Cleaning)	Color Seal < 2" Tile	\$3.60 Sq Ft	
Color Seal (After Cleaning)	Color Seal 2" - 8" Tile	\$2.70 Sq Ft	
Color Seal (After Cleaning)	Color Seal > 8" Tile	\$1.80 Sq Ft	
Kitchen Cleaning	Used anytime we clean a Kitchen, Does not include Sealer	\$115 Sq Ft	
Standard Tile	5 Step - PARR Process plus Sealer - Portable	\$130 Sq Ft	
Standard Tile	5 Step - PARR Process 2" or Less - Portable	\$205 Sq Ft	
Standard Tile	4 Step - PARR Process >2" - Portable	\$55 Sq Ft	
Standard Tile	4 Step - PARR Process 2" or Less - Portable	\$150 Sq Ft	
Concrete Cleaning	Interior - Truck Mount Only	\$35 Sq Ft	
Concrete Cleaning	Exterior - Truck Mount Only	\$70 Sq Ft	
Set Up Charge	Anytime we have to use the truck to clean a customer	\$50 per Service	
Truck Movement Charge	Anytime we have to move the truck during a service	\$50 per Movement	
Floor Change Charge per Floor	Anytime/All times we have to change floors during a service	\$50 per floor	
Furniture Moving Charge per Hour	Used if we have to move an excessive amount of furniture that add up to at least an hour	\$200 per hour	
Spotting Price per Hour	Used if we are asked to spot only during a service	\$200 per hour	
Mileage Charge	Charge per Mile Outside of 60 Minutes from the Location	\$75 per mile	
Minimum Stop Charge	Minimum amount we have to invoice to service the account	\$500 per Stop	
Wait Charge	Used anytime the customer is not prepared to start their cleaning and we have to wait more than an hour	\$80 per hour	
Cancellation Charge	Used anytime the customer cancels less than 24 hours before the service	25% per Invoice	
Restroom Cleaning			
Restroom Cleaning - Sanit. UltraClean	Touchless Restroom Cleaning that sanitizes and removes spots from all surfaces, floors & fixtures	\$20 Sq Ft	Base Charge - Weekly and Every Other Week \$35.00; Monthly \$55.00

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

## Uniform Rental Items

Discounts range from 10% to 32% of National Book Rate.

All Prices shown are not-to-exceed rates

Item Number	Make	Supplier/Item Number	UOM	Description	Discount (percentage from Discount by Category)	Price for Lease (no cleaning)	Price for weekly rental (with cleaning)	L/R Charge
1	Cintas	335	EA	Comfort Work Shirts 65/35 Poly Cotton	10%	\$ 0.15	\$ 0.17	\$ 15.00
2	Cintas	278	EA	High Image Work Shirt 65/35 Poly Cotton	10%	\$ 0.19	\$ 0.25	\$ 23.00
3	Cintas	66273	EA	High Image Womens Work Shirt 65/35 Poly Cotton	10%	\$ 0.19	\$ 0.25	\$ 23.00
4	Cintas	945	EA	Comfort Work Pants 65/35 Poly Cotton	10%	\$ 0.16	\$ 0.19	\$ 18.00
5	Cintas	865	EA	Pleated Comfort Work Pants 65/35 Poly Cotton	10%	\$ 0.20	\$ 0.27	\$ 22.00
6	Cintas	270	EA	Comfort Work Cargo Pants 65/35 Poly Cotton	10%	\$ 0.25	\$ 0.38	\$ 27.00
7	Cintas	370	EA	Comfort Work Cargo Short 65/35 Poly Cotton	10%	\$ 0.24	\$ 0.31	\$ 27.00
8	Cintas	205	EA	Womens Comfort Work Shirt w Pocket 65/35 Poly Cotton	10%	\$ 0.13	\$ 0.17	\$ 17.00
9	Cintas	330	EA	Cotton Work Shirt 100% Cotton	10%	\$ 0.19	\$ 0.25	\$ 18.00
10	Cintas	940	EA	Cotton Work Pants 100% Cotton	10%	\$ 0.21	\$ 0.29	\$ 20.00
11	Cintas	394	EA	Jeans 100% Cotton	10%	\$ 0.18	\$ 0.24	\$ 23.00
12	Cintas	82670	EA	Chf Coat 65/35 Poly Cotton	10%	\$ 0.25	\$ 0.32	\$ 26.00
13	Cintas	71125	EA	Elastic Waist Chf Pants w Drawstring 65/35 Poly Cotton	10%	\$ 0.12	\$ 0.17	\$ 13.50
14	Cintas	835	EA	Food Processing Shirt White/Blue (no pockets, grippers) 65/35 Poly Cotton	10%	\$ 0.19	\$ 0.25	\$ 22.00
15	Cintas	374	EA	Executive Dress Shirt 57/43 Poly Cotton	10%	\$ 0.25	\$ 0.34	\$ 28.00
16	Cintas	275	EA	High Image Performance Polo Shirt 100% Microfiber Poly	10%	\$ 0.25	\$ 0.34	\$ 28.00
17	Cintas	86275	EA	Womens High Image Performance Polo Shirt 100% Microfiber Poly	10%	\$ 0.20	\$ 0.27	\$ 21.00
18	Cintas	390	EA	Womens Fit Comfort Work Pant (slim)	10%	\$ 0.17	\$ 0.23	\$ 20.00
19	Cintas	395	EA	Womens Fit Comfort Work Pant	10%	\$ 0.13	\$ 0.17	\$ 16.00
20	Cintas	259	EA	Pro-Knit Polo Shirts Moisture Wicking 100% Poly	10%	\$ 0.30	\$ 0.40	\$ 31.00
21	Cintas	268	EA	Pro-Knit Tee Shirt 100% Poly	10%	\$ 0.26	\$ 0.35	\$ 45.00
22	Cintas	970	EA	Uned Service Jacket 65/35 Poly Cotton	10%	\$ 0.19	\$ 0.25	\$ 30.00
23	Cintas	366	EA	High Image Jacket 65/35 Poly Cotton	10%	\$ 0.19	\$ 0.25	\$ 30.00
24	Cintas	912	EA	Coverall 7.5 oz 65/35 Poly Cotton	10%	\$ 0.19	\$ 0.25	\$ 30.00
25	Cintas	925	EA	White Lab Coat 80/20 Poly Cotton	10%	\$ 0.19	\$ 0.25	\$ 30.00
26	Cintas	82687	EA	White Polyester Butcher Coat 100% Poly	10%	\$ 0.19	\$ 0.25	\$ 30.00
27	Carhartt	384	EA	Carhartt Shirt 100% Cotton	10%	\$ 0.25	\$ 0.33	\$ 25.00
28	Carhartt	381	EA	Carhartt 5 Pocket Jeans 100% Cotton	10%	\$ 0.28	\$ 0.37	\$ 27.00
29	Carhartt	382	EA	Carhartt Carpenter Jeans 100% Cotton	10%	\$ 0.32	\$ 0.42	\$ 25.00
30	Carhartt	388	EA	Carhartt Work Pants 100% Cotton	10%	N/A	\$ 0.55	\$ 49.00
31	Carhartt	280	EA	Flame Resistant Jean	10%	N/A	\$ 0.55	\$ 49.00
32	Carhartt	290	EA	Flame Resistant Carpenter Jean	10%	N/A	\$ 0.55	\$ 49.00
33	Carhartt	294	EA	Flame Resistant Work Shirt	10%	N/A	\$ 0.42	\$ 49.00
34	Carhartt	371	EA	Flame Resistant Work Pant	10%	N/A	\$ 0.42	\$ 44.00
35	Carhartt	391	EA	Flame Resistant Coverall	10%	N/A	\$ 0.88	\$ 84.00
36	Happy Chef	517	EA	Food Service, Chef Coat X5-XL	10%	\$ 0.33	\$ 0.44	\$ 25.00
37	Happy Chef	67627	EA	Food Service, V-Neck Apron One Size	10%	\$ 0.31	\$ 0.41	\$ 14.00
38	Happy Chef	317	EA	Food Service, Female Chef Coat, X5-XL	10%	\$ 0.33	\$ 0.44	\$ 25.00
43	Cintas	10756	EA	3XS Traffic Mat	10%	N/A	\$ 2.00	\$ 46.00
42	Cintas	1801	EA	2x3 Spring Mat	10%	N/A	\$ 1.50	\$ 52.00
43	Cintas	1802	EA	3x5 Spring Mat	10%	N/A	\$ 2.25	\$ 65.00
44	Cintas	84302	EA	3XS Safety Mat	10%	N/A	\$ 3.25	\$ 65.00
45	Cintas	84301	EA	3XS Logo Mat	10%	N/A	\$ 2.40	\$ 85.00
46	Cintas	6913	EA	24 oz Synth Wet Map	10%	N/A	\$ 1.50	\$ 15.00
47	Cintas	9582	EA	Pulse Map	10%	N/A	\$ 1.75	\$ 110.00
48	Cintas	9581	EA	Dual Chamber Map Bucket	10%	N/A	\$ 2.50	\$ 125.00
49	Cintas	7116	EA	12" Microfiber Mop Head	10%	N/A	\$ 0.18	\$ 5.00
50	Cintas	7001	EA	36" Microfiber Mop Head	10%	N/A	\$ 0.45	\$ 12.00
51	Cintas	7245	EA	Microfiber Mop Handle	10%	N/A	\$ 0.80	\$ 10.00

Nationwide Usage				Proposed Price/Equipment				
Item Number	Make	Supplier Item Number	UOM	Description	Discount (percentage from Discount by Category)	Purchase Price	Current Ceiling Price	Make/Model of Quoted Item (if different)
1	Cintas	935	EA	Comfort Work Shirt 65/35 Poly/Cotton	30%	\$13.99	\$7.59	
2	Cintas	273	EA	High Image Work Shirt 65/35 Poly/Cotton	10%	\$26.99	\$29.69	
3	Cintas	66273	EA	High Image Womens Work Shirt 65/35 Poly/Cotton	10%	\$26.99	\$29.69	
4	Cintas	945	EA	Comfort Work Pant 65/35 Poly/Cotton	36%	\$17.99	\$19.79	
5	Cintas	865	EA	Pleated Comfort Work Pant 65/35 Poly/Cotton	36%	\$17.99	\$19.79	
6	Cintas	270	EA	Comfort Work Cargo Pant 65/35 Poly/Cotton	24%	\$24.99	\$27.49	
7	Cintas	370	EA	Comfort Work Cargo Short 65/35 Poly/Cotton	29%	\$19.99	\$21.99	
8	Cintas	205	EA	Womens Comfort Work Shirt w/Pocket 65/35 Poly Cotton	10%	\$21.59	\$23.75	
9	Cintas	330	EA	Cotton Work Shirt 100% Cotton	39%	\$19.99	\$21.99	
10	Cintas	340	EA	Cotton Work Pant 100% Cotton	33%	\$21.99	\$24.19	
11	Cintas	394	EA	Jeans Pant 100% Cotton	10%	\$25.19	\$27.71	
12	ChefWorks	82670	EA	ChefWorks Chef Coat 65/35 Poly Cotton Rental Only	10%	\$29.69	\$32.66	ChefWorks Cool Vent Chef Coat 65/35 Poly Cotton LS Direct Sale
13	ChefWorks	71125	EA	Elastic Waist Chef Pant w/Drawing 65/35 Poly/Cotton	36%	\$17.99	\$19.79	Bagey Chef Pant 65/35 Poly/Cotton Direct Sale
14	Cintas	833	EA	Food Processing Shirt White/Blue (no pockets, grippers)	10%	\$20.69	\$22.76	
15	Cintas	374	EA	Executive Dress Shirt 57/43 Poly/Cotton	36%	\$17.99	\$19.79	
16	Cintas	275	EA	High Image Performance Polo Shirt 100% Microfiber Poly	10%	\$29.69	\$32.66	
17	Cintas	66275	EA	Womens High Image Performance Polo Shirt 100% Micro	10%	\$29.69	\$32.66	
18	Cintas	390	EA	Womens Fit Comfort Work pant 65/35 Poly/Cotton (Slim)	36%	\$17.99	\$19.79	
19	Cintas	395	EA	Womens Fit Comfort Work pant 65/35 Poly/Cotton	36%	\$17.99	\$19.79	
20	Cintas	259	EA	Pre-Knit Polo shirts Moisture Wicking 100% Poly	29%	\$19.99	\$21.99	
21	Cintas	258	EA	Pre-Knit Polo Shirts 100% Poly	10%	\$16.19	\$17.81	
22	Cintas	970	EA	Lined Service Jacket 65/35 Poly/Cotton	35%	\$27.99	\$30.79	
23	Cintas	366	EA	High Image Jacket 65/35 Poly/Cotton	12%	\$59.99	\$65.99	
24	Cintas	912	EA	Coverall 7.5 oz 65/35 Poly/Cotton	32%	\$25.99	\$28.59	
25	Cintas	925	EA	White Lab Coat 80/20 Poly/Cotton Rental Only	35%	\$14.99	\$16.49	59925 White Lab Coat 80/20 Poly/Cotton LS Direct Sale
26	Cintas	82497	EA	White Polyester Butcher Coat 100% Poly	10%	\$23.19	\$27.71	
27	Carhartt	384	EA	Carhartt Shirt 100% Cotton Rental Only	10%	\$27.89	\$30.68	Cintas Woven Chambray Direct Sale
28	Carhartt	381	EA	Carhartt Pocket Jeans 100% Cotton Rental Only	10%	\$36.69	\$42.56	Carhartt Pocket Jeans 100% Cotton Direct Sale
29	Carhartt	382	EA	Carhartt Carpenter Jeans 100% Cotton Rental Only	10%	\$43.19	\$47.51	Carhartt Carpenter Jeans 100% Cotton Direct Sale
30	Carhartt	383	EA	Carhartt Work Pants 100% Cotton Rental Only	10%	\$47.69	\$52.46	Carhartt Work Pants 100% Cotton Direct Sale
31	Carhartt	280	EA	Carhartt FR Jean Rental Only	10%	\$74.69	\$82.16	Carhartt Canvas Jean Direct Sale
32	Carhartt	290	EA	Carhartt FR Carpenter Jean Rental Only	10%	\$70.19	\$77.21	Carhartt FR Carpenter Jean Direct Sale
33	Carhartt	294	EA	Carhartt FR Work Shirt Rental Only	10%	\$65.69	\$72.26	Carhartt FR Work Shirt Direct Sale
34	Carhartt	371	EA	Carhartt FR Work Pant Rental Only	10%	\$47.69	\$52.46	UltraSoft FR Pant Direct Sale
35	Carhartt	391	EA	Carhartt FR Coverall Rental Only	10%	\$110.69	\$121.76	Tecsafe Plus FR Coverall Direct Sale
36	Happy Chef	8841	EA	Happy Chef Food Service, Polo Shirt S-XL	10%	\$20.69	\$22.76	Cintas Gripper Snap Polo Direct Sale
37	Happy Chef	517	EA	Happy Chef Food Service, Chef Coat S-XL	10%	\$35.99	\$39.59	Cintas Classic Chef Coat Direct Sale
38	Happy Chef	67627	EA	Happy Chef Food Service, V-Neck Apron, One Size	50%	\$4.99	\$5.49	Cintas Bib Apron Direct Sale
39	Happy Chef	917	EA	Happy Chef Food Service, Female Chef Coat S-XL	10%	\$35.99	\$39.59	Cintas Classic Che Coat Womens Direct Sale
40	Happy Chef	48480	EA	Happy Chef Food Service, Chef Hat, student (Beret)	44%	\$4.99	\$5.49	
41	Happy Chef	100445	EA	Happy Chef Food Service, Skull Cap, Flat Top-Chicago	30%	\$6.99	\$7.69	

<b>Hand &amp; Head Protection Program Options</b>			
<b>Cintas Item Number</b>	<b>Hand Protection Program</b>	<b>Lease/Week</b>	<b>LR Rates</b>
869320700	11" Class 00 Rubber Insulating Gloves - Yellow		\$ 55.25
869320350	11" Class 00 Rubber Insulating Gloves - Black		\$ 55.25
754910300	ARC Guard FR Knit Glove		\$ 21.75
869380000	10" Leather Protectors		\$ 21.00
601960600	Canvas Glove Bag		\$ 21.00
	Hand Protection Weekly Cost	\$ 8.07	
	<b>Head Protection Program</b>		
601940000	Clear Safety Glass		\$ 4.00
745030300	12cal PureView Faceshield		\$ 105.00
745010000	MSA Slotted Hard Hat - White		\$ 21.00
823370200	12cal Balaclava - NAVY		\$ 17.00
744370260	Electric Gear Bag		\$ 30.00
	Head Protection Weekly Cost	\$ 3.93	
	<b>Total Program Weekly Cost</b>	<b>\$ 12.00</b>	

Available Glove Sizes 8-12
----------------------------

# In Process

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.



## SAFETY ITEMS

All Prices shown are not-to-exceed rates

Item Number	Make	Supplier Item Number	Description	UOM	Quantity per UOM	Discount (Percentage from Discount by Category)	Unit Price
1	CINTAS	280020	LENS/SCREEN PADS	EA	100	-59.354	\$8.63
2	CINTAS	163050	BURN RELIEF PACKET/	BAG	6 packets	-70.913	\$3.95
3	CINTAS	1030300	WOUNDSEAL POUR	EA	2	-52.026	\$11.25
4	CINTAS	119260	ALLERGY RELIEF	BOX	2/1Dent blister paks	-57.794	\$8.48
5	CINTAS	121220	ALEVE SMALL	BAG	5 packs	-61.797	\$3.13
6	CINTAS	573772	DAYQUIL SEVERE	BAG	5 packets	-63.703	\$4.45
7	CINTAS	79191	MUCINEX SMALL	BAG	3 packets	-43.260	\$7.45
8	CINTAS	111929	IBUPROFEN TABS	BOX	20 packets	-76.419	\$2.95
9	CINTAS	112039	COLD RELIEF	BOX	40 packets	-66.441	\$7.45
10	CINTAS	12221	LIQUID BANDAGE	BAG	5 pipettes	-49.924	\$6.60
11	CINTAS	111989	IBUPROFEN TABS	BOX	50 packets	-68.944	\$6.00
12	CINTAS	111999	IBUPROFEN TABS LRG	BOX	125 packets	-65.093	\$13.28
13	CINTAS	150110	TWEEZERS METAL	PAC	3 tweezers	-59.780	\$3.48
14	CINTAS	51030	HAND SANITIZER	BAG	10 packets	-79.193	\$1.63
15	CINTAS	130479	EYEWASH, 1/2OZ	BOX	5 bottles	-55.874	\$7.48
16	CINTAS	122249	GLUCOSE, SMALL	PAC	2 packs	-38.430	\$8.28
17	CINTAS	102435	LIPAD SMALL	BAG	10 packets	-73.490	\$1.98
18	CINTAS	102640	BIOFREEZE MUSCLE	BAG	5 packets	-67.697	\$4.03
19	CINTAS	119250	ANTI-DIARRHEAL	BOX	12 caplets	-61.153	\$5.63
20	CINTAS	43729	X-LONG BANDAGE	BOX	25 bandages	-60.032	\$5.00
21	CINTAS	164010	COOL&SOOTHE	BOX	6 packets	-61.043	\$9.23
22	CINTAS	111529	PAIN AWAY X-	BAG	25 packets	-79.664	\$2.30
23	CINTAS	43658	WATERPROOF CLEAR	BOX	30 bandages	-52.885	\$4.90
24	CINTAS	44269	ELASTIC STRIP	BOX	50 bandages	-62.848	\$3.88
25	CINTAS	111180	ASPIRIN ORG ST 50CT	BOX	25 packets	-74.674	\$3.50
26	CINTAS	130000	THERA TEARS, SMALL	PAC	4 vials	-65.585	\$3.50
27	CINTAS	100019	TRIPLE ANTIBIOTIC	BOX	20 packets	-71.360	\$4.15
28	CINTAS	112029	COLD RELIEF	BAG	25 packets	-69.365	\$4.20
29	CINTAS	44429	LARGE PATCH 2"X3"	BOX	15 bandages	-66.848	\$3.65





Item	Description	Comment	Qty	California Price	USC Pricing (from PDF)
<b>Services:</b>					
SC	Minimum Order Size per stop	Per stop.	ea	\$55.00	\$45.00
IN	Portable Extinguisher Annual Maintenance Inspection Hand Portable Stored Pressure and CO2 Fire Extinguishers - up to 20#	Per unit.	ea	\$10.00	\$5.25
<b>Unit Test, Recharge and Repair Parts:</b>					
NSDC2.5	2.5# Stored pressure Dry Chemical - Six Year Test	Includes O-Ring, V-Stem, Service Collar and Six Year Internal Maintenance labor; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea	\$30.00	\$30.00
NSDC5	5# Stored pressure Dry Chemical - Six Year Test		ea	\$40.00	\$31.00
NSDC10	10# Stored pressure Dry Chemical - Six Year Test		ea	\$33.00	\$43.00
NSDC20	20# Stored pressure Dry Chemical - Six Year Test		ea	\$70.00	\$68.00
NHDC2.5	2.5# Stored pressure Dry Chemical - Hydrostatic Test	Includes O-Ring, V-Stem, Service Collar and Hydrostatic Test labor; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea	\$30.00	\$28.00
NHDC5	5# Stored pressure Dry Chemical - Hydrostatic Test		ea	\$40.00	\$33.00
NHDC10	10# Stored pressure Dry Chemical - Hydrostatic Test		ea	\$33.00	\$35.00
NHDC20	20# Stored pressure Dry Chemical - Hydrostatic Test		ea	\$60.00	\$37.00
NRDC2.5	2.5# Stored pressure Dry Chemical - Recharge	Includes Recharge Labor, Agent and Service Collar; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea	\$30.00	\$28.00
NRDC5	5# Stored pressure Dry Chemical - Recharge		ea	\$40.00	\$33.00
NRDC10	10# Stored pressure Dry Chemical - Recharge		ea	\$33.00	\$35.00
NRDC20	20# Stored pressure Dry Chemical - Recharge		ea	\$60.00	\$37.00
EEPIN	Pull Pin	Per unit.	ea	\$3.25	\$2.75
<b>New Extinguishers:</b>					
5# ABC Ext	5# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	\$65.00	\$59.00
10# ABC Ext	10# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	\$88.00	\$83.00
2.5# ABC Ext	2.5# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	\$42.00	\$42.00
20# ABC Ext	20# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	\$195.00	\$195.00
<b>Emergency Light Parts and Services:</b>					
INPTT	E-Light Push Test Button - 30 Seconds	Per unit.	ea	\$10.00	\$4.35
INEL	Emergency Exit Light Inspection (Load Test)	Per unit.	ea	\$18.00	\$12.00
EXB64	E-Light Battery, 6V, 4A	Per unit.	ea	\$29.00	\$29.00
EXB67	E-Light Battery, 6V, 7A	Per unit.	ea	\$37.50	\$37.50
EXB610	E-Light Battery, 6V, 10A	Per unit.	ea	\$39.00	\$39.00
EXB612	E-Light Battery, 6V, 12A	Per unit.	ea	\$45.00	\$45.00
EXL15T6	E-Light Bulb, 145V, 15W	Per unit.	ea	\$9.00	\$8.00
EXL20	E-Light Bulb, 120V, 20W	Per unit.	ea	\$9.00	\$8.00

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF  
NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING  
WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE  
NOT-TO-EXCEED RATES.



Item	Description	Inspection & Parts	Comment	Qty	California		USC Pricing		% Savings from US Price
					Price	Price	Price	Price	
INKS	Kitchen System Inspection - single or first tank		Per system.	ea	\$125.00	\$125.00	\$105.00		16.00%
INKST	Kitchen System Inspection - remote or additional tank		Per additional tank.	ea	\$95.00	\$95.00	\$85.00		10.53%
EELINK	Fusible Link		Per unit.	ea	\$12.00	\$15.00	\$9.80		18.33%

In Process



Item	Description	California		
		Comment	Qty	Price USC Price
Inspection & Parts				
INSPW	Annual Sprinkler Inspection Wet - Initial Riser	Per riser.	ea	\$295.00 \$265.00
INSPR	Annual Sprinkler Inspection Wet - Additional Riser	Per riser.	ea	\$150.00 \$105.00
INSPBFIRE	Fire line backflow test per valve	Per unit.	ea	\$175.00 \$185.00
INSPD	Sprinkler Inspection (Dry)	Per riser.	ea	\$325.00 \$275.00
INSPBFDO	Inspection Back Flow - Domestic or Irrigation (per	Per unit.	ea	\$135.00 \$110.00

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF  
 NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE  
 NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-  
 EXCEED RATES.



California					
Item	Description	Comment	Qty	Price	USC Pricing
Inspection & Parts					
INFA	Annual Fire Alarm System Inspection	Per panel.	ea	\$300.00	\$235.00
INFAID	Devices Per Device (some det. bell, horn, strobe, pull station)	Per device.	ea	\$10.00	\$8.50
INFADD	Duct Detectors	Per unit.	ea	\$35.00	\$28.50

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

n Process

FIRE LABOR RATES				
ITEM	Unit	CA Price	USC Price	
Labor - Regular	ea	\$150.00	\$105.00	
Labor - Overtime	ea	\$200.00	\$157.50	
Labor - Weekend/Holiday	ea	\$300.00	\$210.00	
Emergency Service Call	ea	\$350.00	\$275.00	

In Process

Cintas First Aid Training List  
for U.S. Communities  
#R-BB-19002

Course Material # (SAP)	Course Description	Class Duration	Duration Type	Expiration	Expiration Type	Certification	Class Size	US Communities Contract Ceiling Price	Price Per
65001	CPR/FIRST AID/AED COURSE (HeartSaver First Aid with CPR & AED)	7	Hours	2	Years	AHA	9	\$ 686.48	Per Class
65013	CPR/FIRST AID/AED/BBP COURSE	1	Days	2	Years	AHA	9	\$ 808.52	Per Class
65003	BBP AWARENESS CLASS	1	Hours	1	Years	CLMI	0	\$ 401.72	Per Class
65004	PEDIATRIC FIRST AID COURSE	3 1/2	Hours	2	Years	AHA	9	\$ 503.42	Per Class
65009	FIRST AID COURSE	3.5	Hours	2	Years	AHA	9	\$ 457.65	Per Class
65013	INFANT CHILD SUPPLEMENT (CPR/AED)	1	Hours	2	Years	AHA	9	\$ 101.70	Per Class
65016	CPR/FIRST AID/AED (PER STUDENT)	7	Hours	2	Years	AHA	min 8	\$ 76.28	Per Person
65017	FIRST AID COURSE (PER STUDENT)	3 1/2	Hours	2	Years	AHA	min 8	\$ 50.85	Per Person
650018	CPR/AED COURSE (PER STUDENT)	4	Hours	2	Years	AHA	min 8	\$ 50.85	Per Person
65019	BLS HCP (PER STUDENT)	5	Hours	2	Years	AHA	min 8	\$ 55.94	Per Person
65021	CPR/AED COURSE	4	Hours	2	Years	AHA	9	\$ 457.65	Per Class
65022	BLS HEALTHCARE PROVIDER	8	Hours	2	Years	AHA	8	\$ 539.93	Per Class
65023	OXYGEN AWARENESS CLASS	1	Hours	1	Years	COAST	25	\$ 198.32	Per Class
65024	AHA HEART SAVER PEDIATRIC 3 HO	3	Hours	2	Years	AHA	9	\$ 40.68	Per Person

\*CPR/First Aid uses the HeartSaver First Aid with CPR & AED student manuals but teach only the First Aid and CPR sections of the course.

\*\*Course hours are based on adult only courses and will be longer if pediatric training is done.

\*\*\*Open Enrollment classes are based on local schedules and availability.

\*\*\*\*Additional charges apply for remote class locations and classes outside of normal business hours.

ONLINE CPR, FIRST AID & AED TRAINING									
650311	HEARTSAVER FIRST AID, CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2 1/2	Hours	2	Years	AHA	1	\$ 39.65	Per Person
650143	HEARTSAVER FIRST AID, CPR & AED SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	45	Minutes	2	Years	AHA	1	\$ 41.70	Per Person
650301	HEARTSAVER FIRST AID ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2	Hours	2	Years	AHA	1	\$ 27.46	Per Person
650142	HEARTSAVER FIRST AID SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	30	Minutes	2	Years	AHA	1	\$ 35.60	Per Person
650321	HEARTSAVER CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	1 1/2	Hours	2	Years	AHA	1	\$ 22.37	Per Person
650141	HEARTSAVER CPR SKILLS CHECK	20	Minutes	2	Years	AHA	1	\$ 35.60	Per Person

CLASSROOM SAFETY TRAINING									
65205	CONFINED SPACE CLASS	2	Hours	1	Years	CLMI	10	\$ 401.72	Per Class
65206	FALL PROTECTION CLASS	2	Hours	1	Years	CLMI	10	\$ 401.72	Per Class
65207	AERIAL LIFT SAFETY CLASS	2	Hours	0	None	CLMI	10	\$ 401.72	Per Class
65208	FORKLIFT CERTIFICATION CLASS	4	Hours	1	Years	CLMI	10	\$ 401.72	Per Class
65209	FORKLIFT CERTIFICATION (PER PERSON)	4	Hours	1	Years	CLMI	MIN 5	\$ 76.28	Per Person
652091	FORKLIFT SKILLS TEST (PER PERSON)	20	Minutes	3	Years	CLMI	MIN 5	\$ 35.60	Per Person
65211	CRANE SAFETY CLASS	2	Hours	0	None	CLMI	10	\$ 503.42	Per Class
652111	CRANE SAFETY TESTING	15	Minutes	0	None	CLMI	10	\$ 25.43	Per Person
65212	SAFETY COMMITTEE CLASS	2	Hours	1	Years	CINTS	15	\$ 401.72	Per Class
65214	BACK SAFETY CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65216	ERGONOMICS CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65218	EMERGENCY PREPAREDNESS CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65220	EYE PROTECTION CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65221	SLIPS TRIPS & FALLS CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65222	FIRE SAFETY CLASS	2	Hours	1	Years	CINTS	25	\$ 401.72	Per Class
65226	HAZARD COMMUNICATION CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65230	HEARING SAFETY CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65231	HEAT INJURY PREVENTION CLASS	1	Hour	1	Years	CLMI	25	\$ 401.72	Per Class
65232	HOUSEKEEPING CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65234	LOCKOUT TAGOUT CLASS	2	Hours	1	Years	CLMI	10	\$ 401.72	Per Class
65236	MACHINE GUARDING CLASS	2	Hours	1	Years	CLMI	10	\$ 401.72	Per Class
65240	PPE CLASS	2	Hours	1	Years	CLMI	10	\$ 401.72	Per Class
65252	RESPIRATORY SAFETY CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65254	SAFETY PROGRAM MGMT CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65260	GENERAL SAFETY TOPICS CLASS	2	Hours	1	Years	CINTS	0	\$ 555.95	Per Class
65290	WRITTEN COMPLIANCE PROGRAM	4	Hours	1	Years	CINTS	0	\$ 401.72	Per Class
65400	OSHA 10 HOUR GENERAL INDUSTRY	2	Days	3	Years	OSHA	0	\$ 300.02	Per Person
65402	OSHA 30 HOUR GENERAL INDUSTRY	4	Days	3	Years	OSHA	0	\$ 788.18	Per Person
65404	OSHA 10 HOUR CONSTRUCTION CLAS	2	Days	3	Years	OSHA	0	\$ 300.02	Per Person
65406	OSHA 30 HOUR CONSTRUCTION CLAS	4	Days	3	Years	OSHA	0	\$ 788.18	Per Person



65500	RESPIRATOR FIT TESTING	20	Minutes	1	Years	CINTS	0	\$ 35.60	Per Person
65501	RESPIRATORY SAFETY CLASS WITH FIT TEST	4	Hours	1	Years	CINTS	12	\$ 483.08	Per Class
65502	SAFETY AUDIT	2	Hours	1	Years	CINTS	0	\$ 401.72	Per Class
65503	EMERGENCY RESPONSE TRAINING CL	4	Hours	1	Years	CINTS	0	\$ 401.72	Per Class
65504	WRITTEN SAFETY & HEALTH PROGRAM	1	Days	1	Years	CINTS	1	\$ 401.72	Per Person
65905	CLASS CANCELLATION FEE	0	None	0	None	CINTS		\$ -	
65906	INSTRUCTOR TRAVEL FEE	0	None	0	None	CINTS		\$ 50.85	Per Class
65908	AFTER HOURS FEE	0	None	0	None	CINTS		\$ 101.70	Per Class

In Process

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 06/18/2019

<b>Department</b>	Stormwater & Engineering	<b>Amount</b>	\$12,240 FY 19 \$110,160 total								
<b>Item Key</b>		<b>Account</b>	54205509--034000								
<b>Subject</b>	RESOLUTION 2019-XX APPROVING A MASTER SERVICES AGREEMENT WITH AQUATIC MANAGEMENT PLUS, LLC FOR STORMWATER UTILITY SITE MAINTENANCE										
<b>UPDATE FROM THE JUNE 11, 2019 WORKHOP:</b> This item was heard by City Council at their June 11, 2019 Workshop. There were no changes suggested to this item.											
<b>ORIGINAL BACKGROUND FROM THE JUNE 11, 2019 WORKSHOP :</b> The City of Palm Coast has numerous stormwater control structures and other facilities that require routine maintenance in order to maintain access.  In accordance with the City’s Purchasing Policy, City staff advertised and solicited bids for Stormwater Utility Site Maintenance on an as needed basis. The City received five bids which were responsive and responsible. The project bid overview and notice of intent to award are attached. Staff recommends City Council approve a master services agreement with Aquatic Management Plus, LLC. This same company also provides weed control on our fresh water canal system.  Staff recommends approving a three-year contract with Aquatic Management Plus, LLC.  The annual contract amounts are as follows: <ul style="list-style-type: none"><li>FY 2019-2020 \$12,240.00</li><li>FY 2020-2021 \$48,960.00</li><li>FY 2021-2022 \$48,960.00</li><li>TOTAL.....\$110,160.00</li></ul>											
<b>SOURCE OF FUNDS WORKSHEET FY 19</b> <table><tr><td>STMWTR Other Contractual 54205500-034000</td><td>\$ 501,200.00</td></tr><tr><td>Total Expended/Encumbered to Date.....</td><td>\$ 457,706.35</td></tr><tr><td>Pending Work Orders/Contracts.....</td><td>\$ 12,240.00</td></tr><tr><td><b>Balance.....</b></td><td><b>\$ 31,253.65</b></td></tr></table>				STMWTR Other Contractual 54205500-034000	\$ 501,200.00	Total Expended/Encumbered to Date.....	\$ 457,706.35	Pending Work Orders/Contracts.....	\$ 12,240.00	<b>Balance.....</b>	<b>\$ 31,253.65</b>
STMWTR Other Contractual 54205500-034000	\$ 501,200.00										
Total Expended/Encumbered to Date.....	\$ 457,706.35										
Pending Work Orders/Contracts.....	\$ 12,240.00										
<b>Balance.....</b>	<b>\$ 31,253.65</b>										
<b>Recommended Action :</b> Adopt Resolution 2019-XX approving a Master Services Agreement with Aquatic Management Plus, LLC for Stormwater Utility Site Maintenance											

**RESOLUTION 2019 - \_\_\_\_**  
**STORMWATER UTILITY SITE MAINTENANCE**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A MASTER SERVICES AGREEMENT WITH AQUATIC MANAGEMENT PLUS, LLC., TO PROVIDE STORMWATER UTILITY SITE MAINTENANCE; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Aquatic Management Plus, LLC., desires to provide stormwater utility site maintenance for the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to contract with Aquatic Management Plus, LLC., for the above referenced services.

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

**SECTION 1. APPROVAL OF CONTRACT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of a Master Services Agreement with Aquatic Management Plus, LLC., as referenced herein and attached hereto as Exhibit “A.”

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the Contract 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 18<sup>th</sup> day of June 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit “A” – Master Service Agreement with Aquatic Management Plus, LLC.

Approved as to form and legality

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



## NOTICE OF INTENT TO AWARD

**Project:** ITB-CD-19-54 - Stormwater Utility Site Maintenance

**Date:** 5/21/2019

**Appeal Deadline:** Appeals must be filed by 5:00 PM on 5/23/2019

Firm	Bid
<b>Aquatic Management Plus, LLC</b> <b>Palm Coast, FL</b>	<b>\$48,960.00</b>
Southern Stream Services Palm Coast, FL	\$55,000.00
ADFS LLC Chipley, FL	\$56,912.00
Select Professional Builders Palm Coast, FL	\$62,000.00
The Greenery Inc. Hilton Head, SC	\$219,600.00

The intent of the City of Palm Coast is to award ITB-CD-19-54 to Aquatic Management Plus, LLC

Cc: Contract Coordinator, Project Manager, ASED Director, Department Director, Finance Director





# city of PALM COAST

**Finance Department**  
Budget & Procurement Office

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

*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](mailto:bfaigout@palmcoastgov.com)) shall constitute a waiver of the protest proceedings.*







# ITB-CD-19-54 - Stormwater Utility Site Maintenance

## Project Overview

Project Details	
Reference ID	ITB-CD-19-54
Project Name	Stormwater Utility Site Maintenance
Project Owner	Kelly Downey
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Invitation to Bid is issued for the purpose of soliciting bid proposals from qualified maintenance companies to perform various maintenance functions at specified City owned properties throughout the City.



<b>Open Date</b>	Apr 24, 2019 8:00 AM EDT
<b>Intent to Bid Due</b>	May 09, 2019 2:00 PM EDT
<b>Close Date</b>	May 09, 2019 2:00 PM EDT

<b>Awarded Suppliers</b>	<b>Reason</b>	<b>Score</b>
<b>Aquatic Management Plus, LLC</b>		<b>100 pts</b>

## Seal status

<b>Requested Information</b>	<b>Unsealed on</b>	<b>Unsealed by</b>
Price Schedule	May 09, 2019 2:08 PM EDT	Kelly Downey
References, Forms 1, 2, 3, & 4	May 09, 2019 2:08 PM EDT	Kelly Downey

## Project Criteria



Criteria	Points	Description
References, Forms 1, 2, 3, & 4	Pass/Fail	References, Forms 1, 2, 3, & 4
Technical Review	Pass/Fail	Technical Review
Pricing	100 pts	Pricing
<b>Total</b>	<b>100 pts</b>	



## Scoring Summary

### Active Submissions

	Total	References, Forms 1, 2, 3, & 4	Technical Review	Pricing
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	/ 100 pts
Aquatic Management Plus, LLC	100 pts	Pass	Pass	100 pts (\$48,960.00)
Southern Stream Services	89.02 pts	Pass	Mixed	89.02 pts (\$55,000.00)
ADFS LLC	86.03 pts	Pass	Mixed	86.03 pts (\$56,912.00)
Select Professional Builders	78.97 pts	Pass	Mixed	78.97 pts (\$62,000.00)
The Greenery Inc.	22.3 pts	Pass	Fail	22.3 pts (\$219,600.00)

### Eliminated Submissions



	References, Forms 1, 2, 3, & 4	Technical Review	Pricing
Supplier	Pass/Fail	Pass/Fail	/ 100 pts
Somerset Contracting Inc	-	-	-

### Reason

Supplier	Disqualified by	Reason
Somerset Contracting Inc	Kelly Downey	Vendor withdrew their submission due to pricing error

## City of Palm Coast, Florida Agenda Item

Agenda Date : 6/18/2019

<b>Department</b>	PUBLIC WORKS, FLEET MGT	<b>Amount</b>	\$45,000
<b>Item Key</b>	6696	<b>Account</b>	65010071-046000
<b>Subject</b>	RESOLUTION 2019-XX APPROVING FLEET MAINTENANCE AND REPAIR SERVICE PURCHASES FROM PALM COAST FORD ON AN AS NEEDED BASIS		
<b>UPDATE FROM THE JUNE 11, 2019 WORKHOP:</b> This item was heard by City Council at their June 11, 2019 Workshop. There were no changes suggested to this item.			
<b>ORIGINAL BACKGROUND FROM THE JUNE 11, 2019 WORKSHOP :</b> The City of Palm Coast maintains a fleet of approximately 270 vehicles of which 260 vehicles are manufactured by Ford. Public Works fleet is responsible for maintaining all City vehicles. There are currently two bays and six auto mechanics on staff. Two of the six are small engine only. There are times when multiple vehicles are down and the City needs to outsource major repair jobs. The City requires i) the use of Original Equipment Manufacturing (OEM) parts, ii) that the major repairs be done within 3 business days and vehicle returned for service by the 4 <sup>th</sup> day and iii) mechanics to be Ford certified. Palm Coast Ford is the only local vendor that meets these reasonable requirements within a 20 mile radius. Therefore, Public Works is requesting that Palm Coast Ford be designated a sole source vendor for Fleet Maintenance and Repairs.  Public Works recommends that the City Council approve the request to designate Palm Coast Ford as the sole source vendor for Fleet Maintenance and Repairs. The Notice of Intent to Sole Source is attached to this Agenda Item.  Public Works will purchase services on an as-needed basis using budgeted funds appropriated by City Council. Fiscal Year 2019 Budget includes \$45,000 to purchase these services.			
<b>Recommended Action :</b> Adopt Resolution 2019-XX approving fleet maintenance and repair service purchases from Palm Coast Ford on an as needed basis.			



**RESOLUTION 2019-\_\_\_\_**  
**FLEET MAINTENANCE AND REPAIR SERVICES**  
**PALM COAST FORD**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING FLEET MAINTENANCE AND REPAIR SERVICE PURCHASES WITH PALM COAST FORD ON AN AS NEEDED BASIS; 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,** Palm Coast Ford has expressed a desire to provide fleet maintenance and repair services to the City of Palm Coast; and

**WHEREAS,** the City of Palm Coast has determined that Palm Coast Ford is a sole source provider of these services; and

**WHEREAS,** the City of Palm Coast desires to purchase the above referenced fleet maintenance and repair services from Palm Coast Ford on an as needed basis.

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

**SECTION 1. AUTHORIZING AS NEEDED PURCHASES.** The City Council of the City of Palm Coast hereby authorizes the fleet maintenance and repair services from Palm Coast Ford on an as needed basis, 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 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 18th day of May 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Exhibit "A": Notice of Intent to Sole Source- Palm Coast Ford

Approved as to form and legality

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

**NOTICE OF INTENT TO SOLE SOURCE**

**ADDENDUM 1**

**Question:** Will the City be providing vehicle descriptions and full VIN numbers so applicants can provide an estimate for services?

**Answer:** The City does its own service work such as oil changes, etc. As indicated in the Notice, we are looking for a vendor to handle the major repairs (engine, air conditioning) so as not to tie up the City's two bays. Our fleet ranges from Ford 150s, 250s 350s all the way up to 550s. The majority are 150s and 250s. The vehicles range from years 2004 to 2019.



**Finance Department**  
Budget & Procurement Office

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

## **NOTICE OF INTENT TO SOLE SOURCE**

**Project Number: SS-PW-19-64**

**Project Name: Fleet Maintenance and Repair Services**

**Date:** May 17, 2019

**The City of Palm Coast intends to waive the solicitation process and approve a sole/single to source **Palm Coast Ford** for the purchase of Fleet Maintenance and Repair Services.**

Interested vendors (firms or individuals) that can provide the goods/services can respond with an alternate solution that overcomes the sole/single source reasons stated on the sole/single source documentation, along with sufficient detailed convincing documentation, regarding their ability to supply equivalent commodities or services. Responses or questions seeking additional detail regarding the procurement, specifications, terms, conditions, requirements, etc. are directed to contact: Rose Conceicao at [rconceicao@palmcoastgov.com](mailto:rconceicao@palmcoastgov.com) prior to 2:00 PM on Monday, May 27, 2019. The City reserves the right to require the responding Vendor to submit additional information as it may deem necessary, and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of the responding vendor.

This is **not** a request for bids or proposal and there is no solicitation available. The City will not consider any responses as a proposal, bid or quote. Any responses received as a result of this Notice of Intent shall be considered solely for determining whether bona fide competition exists.

If it is determined by City staff, after reviewing any information received from responding vendors, that sole/single source justification stands and that the commodities or contractual services are available only from a sole/single source, the City shall prepare a recommendation to the City Commission requesting approval to waive the solicitation process and proceed with the sole/single-source purchase.





**Finance Department**  
Budget & Procurement Office

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

**Scope of Services**  
**Fleet Maintenance & Repair Services**  
**SS-PW-19-64**

The City of Palm Coast maintains a fleet of approximately 270 vehicles of which 260 vehicles are manufactured by Ford. Public Works fleet is responsible for maintaining all City vehicles. There are currently two bays and six auto mechanics on staff. Two of the six are small engine only. At times, there are times when multiple vehicles are down and we need to outsource jobs for repair.

Outsourced repairs are the major repairs and can consist of anything from engine repairs to airconditioning repairs.

- Original equipment manufacturer (OEM) parts are required.
- We require downtime on major repairs to be no longer than three (3) days.
- Vehicle must be returned to service by day 4.
- Mechanics must be Ford certified





## NON-COMPETITIVELY BID (SOLE SOURCE) FORM

Department Contact Information	
Contact Name:	Department:
Telephone: (386)	Mailing Address:
FAX: (386)	
E-Mail:	
Required (Vendor/Contractor/Consultant) Information	
Name:	
Address:	
Price Quotation:	
Brief description of the acquisition, including all goods and/or services:	
<p>1). Why is this good or service the only one that meets the specific needs or will produce the desired results? If the good or service will be used with existing equipment, please state in response and provide details.</p>	
<p>2). What research was conducted to ensure that this good/service is the only one that meets the specific needs or will produce the desired results?</p>	
<p>3). How was it determined that this vendor is the only supplier of this good or service? If the vendor has exclusive distribution rights, please attach documentation. If there are special circumstances related to this purchase, please explain and attach any supporting documentation.</p>	
<p>4). What other goods/services/vendors were examined? Please attach any documentation.</p>	
<p>5). Please explain why the price of this good/service should be considered reasonable? Please attach any supporting documentation.</p>	
<p>6). What efforts were made to get the best possible price for this good or service?</p>	

*In my professional opinion, this is the only good or service that can reasonably meet my requirement(s)/specification(s) and this is the only supplier who can provide the good or service. I further attest that the above is true and correct to the best of my knowledge and belief, that I am independent of, and have no conflict of interest in the supplier recommended above and that the Sole Source Justification would withstand any audit or supplier protest.*

<u>Roger Lachance</u>	<u>May 17, 2019</u>
Requester's Signature	Date

<u>Gerard Forte</u>	
Department Director's Signature	Date



[←](#)
[→](#)
<https://www.palmcoastgov.com/bids/detail/863>

SS-PW-19-64 Details | City ...

[x](#)

File Edit View Favorites Tools Help

[★ Munis Live](#)
[Risk Management Claims](#)
[BonFire](#)
[DocuSign](#)
[Bids](#)

[📞](#)
[👤](#)
[📺](#)
[📷](#)
[💧](#)
[👤](#)

Home

Menu

I Want To...

Newsroom

For Palm Coasters

For Our Visitors

Business & Growth

Government

Contact

Rooted In Nature

Business Assistance Center

[f](#)
[y](#)
[t](#)
[i](#)
[p](#)

SEARCH OR KEYWORD

PROCUREMENT

[← To Procurement Home](#)

[Bids Search](#)
[Vendor Registration](#)
[Search Registered Vendors](#)
[Public Records Search](#)

Want to get notified by email when new solicitations are added to our site? [Click here](#) to sign up for our Bids Notification.

The City of Palm Coast's new procurement portal enables the City to accept and evaluate bids/proposals electronically. You must be registered on the procurement portal in order to download any solicitation documentation. Register & view public opportunities here: <https://palmcoastgov.bonfirehub.com/portal>

**Important Note: Paper submissions will no longer be accepted. All proposals must be submitted electronically through the procurement portal.**

### SS-PW-19-64 Details

[← Back To Bids](#)

SS-PW-19-64

**Fleet Maintenance and Repair Services**

Issue Date : 5/17/2019

Due Date : 5/27/2019 2:00 PM

[Download Bid Details](#)

Download

View In Browser

203

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 6/18/2019

<b>Department</b>	UTILITY	<b>Amount</b>	
<b>Item Key</b>		<b>Account</b>	# 54029083 063000 85005
<b>Subject</b>	RESOLUTION 2019-XX APPROVING MASTER PRICE AGREEMENTS WITH ALPHA GENERAL SERVICES, INC. AND INTEGRITY SALES AND MARKETING, INC. FOR REPLACEMENT PUMPS FOR LOW PRESSURE EFFLUENT PUMPING SYSTEM		
<b>UPDATE FROM THE JUNE 11, 2019 WORKSHOP:</b> This item was heard by City Council at their June 11, 2019 Workshop. There were no changes suggested to this item.			
<b>ORIGINAL BACKGROUND FROM THE JUNE 11, 2019 WORKSHOP:</b> The City of Palm Coast Utility Department is seeking three year master price agreements for Pretreatment Effluent Pumping System (PEP) replacement pumps with a two-year warranty from the date of installation. The pumps will be routinely used to replace failed pumps in the existing PEP System. Estimated usage is one hundred thirty (130) pumps per month. Both vendors quoted a cost of \$149.00 per pump. Estimated annual cost for the remainder of this budget year is \$104,896.00. Annual cost is estimated at \$232,440.00.			
Bids were duly advertised and solicited in accordance with the City's Purchasing Policy. Staff recommends City Council approve Master Price Agreements contract with both Alpha General Services, Inc. and Integrity Sales and Marketing, Inc. The notice of intent to award and project bid overview are attached to this agenda item.			
These pumps will be purchased using utility capital R & R funds.			
<b>Recommended Action :</b> Adopt Resolution 2019-XX approving Master Price Agreements with Alpha General Services, Inc. and Integrity Sales and Marketing, Inc. for Pretreatment Effluent Pumping (PEP) replacement pumps.			

**RESOLUTION 2019-\_\_\_\_\_**  
**PEP SYSTEM REPLACEMENT PUMPS**  
**ALPHA GENERAL SERVICES, INC. AND**  
**INTEGRITY SALES AND MARKETING, INC.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PRICE AGREEMENTS WITH ALPHA GENERAL SERVICES, INC. AND INTEGRITY SALES AND MARKETING, INC., FOR PEP SYSTEM REPLACEMENT PUMPS; 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**, Alpha General Services, Inc. and Integrity Sales and Marketing, Inc., have expressed a desire to provide PEP System replacement pumps to the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires for Alpha General Services, Inc. and Integrity Sales and Marketing, Inc. to provide PEP System replacement pumps 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 PRICE AGREEMENTS.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the price agreements with Alpha General Services, Inc. and Integrity Sales and Marketing, Inc., to provide PEP System replacement pumps to the City of Palm Coast, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 18<sup>th</sup> day of June 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit "A" – Price Agreement- Alpha General Services Inc. and Integrity Sales Inc.

Approved as to form and legality

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



## NOTICE OF INTENT TO AWARD

**Project:** ITB-UT-19-45 - Replacement PEP Pumps – Price Agreement Contract

**Date:** 5/20/2019

**Appeal Deadline:** Appeals must be filed by 5:00 PM on 5/23/2019

Firm	Bid
<b>Alpha General Services, Inc.</b> Sebring, Florida	\$149.00
<b>Integrity Sales and Marketing, Inc.</b> Mulberry, Florida	\$149.00
<b>Wastewater Solutions, LLC</b> Boca Raton, FL	\$298.00

The intent of the City of Palm Coast is to award ITB-UT-19-45 to Alpha General Services, Inc. and Integrity Sales and Marketing, Inc.

Cc: Contract Coordinator, Project Manager, ASSED Director, Department Director, Finance 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-19-45 - Replacement PEP Pumps - Price Agreement Contract

## Project Overview

Project Details	
Reference ID	ITB-UT-19-45
Project Name	Replacement PEP Pumps - Price Agreement Contract
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Current Spend	\$208600.00
Target Savings	6%
Budget	\$0.00 - \$0.00
Project Description	This Invitation to Bid is issued for the purpose of securing a Price Agreement Contract for the purchase of replacement PEP pumps.
Open Date	Apr 03, 2019 8:00 AM EDT
Intent to Bid Due	Apr 18, 2019 1:00 PM EDT
Close Date	Apr 18, 2019 2:00 PM EDT

Awarded Suppliers	Reason	Score
Alpha General Services		100 pts



Integrity sales and marketing, Inc.		100 pts
-------------------------------------	--	---------

## Seal status

Requested Information	Unsealed on	Unsealed by
Requested Documents and Forms	Apr 18, 2019 2:01 PM EDT	Jesse Scott
Price Schedule	Apr 18, 2019 2:01 PM EDT	Jesse Scott
Addendum #1	Apr 18, 2019 2:01 PM EDT	Jesse Scott

## Conflict of Interest

# Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: \* has direct or indirect financial interest in the award of the contract to any proponent; \* is currently employed by, or is a consultant to or under contract to a proponent; \* is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, \* has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Danny Ashburn	Apr 22, 2019 2:11 PM EDT	No
ralph hand	Apr 22, 2019 6:37 AM EDT	No





Jesse Scott	Apr 18, 2019 2:02 PM EDT	No
Ivan Sanderson	Apr 22, 2019 8:31 AM EDT	No



## Project Criteria

Criteria	Points	Description
Required Forms	Pass/Fail	Completed as requested
Required Forms	Pass/Fail	Technical Review
Pricing	Pass/Fail	Price reasonable review
Price review	100 pts	Admin - Entry
<b>Total</b>	<b>100 pts</b>	



## Scoring Summary

### Active Submissions

	Total	Required Forms	Required Forms	Pricing	Price review
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	/ 100 pts
Alpha General Services	100 pts	Pass	Pass	Pass	100 pts (\$149)
Integrity sales and marketing, Inc.	100 pts	Pass	Pass	Pass	100 pts (\$149)
Wastewater Solutions, LLC	50 pts	Pass	Pass	Fail	50 pts (\$298)

## City of Palm Coast, Florida Agenda Item

Agenda Date : 6/18/2019

<b>/Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	6709	<b>Account</b>
<b>Subject</b>	CALENDAR/WORKSHEET	
<b>Background :</b>		
<b>Recommended Action :</b>		



## Meeting Calendar for 6/18/2019 through 7/31/2019

**6/18/2019 9:00 AM**

City Council  
City Hall

**6/25/2019 9:00 AM**

City Council Workshop  
City Hall

**6/27/2019 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

**7/2/2019 6:00 PM**

City Council  
City Hall

**7/3/2019 10:00 AM**

Code Enforcement Board  
City Hall

**7/9/2019 9:00 AM**

City Council Workshop  
City Hall

**7/10/2019 5:00 PM**

Leisure Services Advisory Committee  
Palm Coast Community Center

**7/16/2019 9:00 AM**

City Council  
City Hall



## Meeting Calendar for 6/18/2019 through 7/31/2019

**7/17/2019 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**7/25/2019 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

**7/30/2019 9:00 AM**

City Council Workshop  
City Hall

**7/30/2019 9:00 AM**

City Council Workshop  
City Hall

			<b>Business 6/18/2019</b>	
1		Resolution	Price Agreement Contract - Replacement PEP Pumps	Adams/Ashburn
2		Resolution	Stormwater Utility Site Maintenance Project	Brennan
3		Resolution	Cintas Uniforms	Conceicao
4		Resolution	FL Park Dr	Cote
5		Resolution	Fleet Maintenance	Forte
6		Presentation	Florida Department of Health Updates	Gretchen Smith/DOH
7		Ordinance 1st	Grand Landings MPD	Hoover
8		Resolution	SHIP LHAP Comments from the State	Papa
			<b>Workshop 6/25/2019</b>	
1		Presentation	Budget-Property Tax and Other Revenue	Alves/Williams
2		Resolution	WWTP1 Filters	Adams
3		Resolution	FEMA Generator for City Hall	Cote
6		Ordinance	Animal Control amendment	Grossman
			<b>Business 7/02/2019</b>	
1		Resolution	WWTP1 Filters	Adams
2		Resolution	FEMA Generator for City Hall	Cote
3		Ordinance 1st	Animal Control amendment	Grossman
4		Proclamation	Parks N Recs Month	Johnston
5		Appointment	Ratify Volunteer Firefighter Pension Board 5th Member	Smith
6		Appointment	PLDRB alternate members	Smith
			<b>Workshop 7/09/2019</b>	
1		Presentation	Security Assessment Review	Akins
2		Presentation	Proposed General Fund and TRIM Rate	Alves/Williams
3		Presentation	Council Priority Update	Bevan
4		Resolution	IA FC Lease Program radios and service agreement	Falgout
5		Resolution	IA FC Service Agreement	Falgout
			<b>Business 7/16/2019</b>	
1		Resolution	Proposed Millage Rate	Alves/Williams
2		Resolution	IA FC Lease Program radios and service agreement	Falgout
3		Resolution	IA FC Service Agreement	Falgout
4		Ordinance 2nd	Animal Control amendment	Grossman
5		Ordinance 1st	Tuscan Reserve MPD Amendment	Papa
6		Ordinnace 1st	Advent Health FLUM	Papa



7		Ordinance 1st	Ocean Village FLUM Amendment	Papa
8		Ordinance 1st	Ocean Village Zoning Map Amendment	Papa
			<b>Workshop 7/30/2019</b>	
1		Presentation	Proposed Utility, Stormwater, IT & Bldg Funds	Alves/Williams
2		Ordinance	WAWA - ROW lease - PC Parkway	Hoover
3		Resolution	CDBG Action Plan FY 19/20	Papa
			<b>Business 08/06/2019</b>	
1		Presentation	Proposed Utility, Stormwater, IT & Bldg Funds	Alves/Williams
2		Ordinance	WAWA - ROW lease - PC Parkway	Hoover
3		Ordinance 1st	Tuscan Reserve MPD Amendment	Papa
4		Ordinance 1st	Advent Health FLUM	Papa
			<b>Workshop 08/13/2019</b>	
1		Presentation	5 yr CIP 8/13	Alves/Williams
2		Presentation	Proposed Budget for all remaining funds	Alves/Williams
			<b>Business 08/20/2019</b>	
1				
			<b>Business 08/27/2019</b>	
1		Presentation	Proposed Budget-all funds	Alves/Williams
			<b>Business 10/01/2019</b>	
1		Proclamation	Breast Cancer Awareness	Lane
			<b>Business 11/05/2019</b>	
1		Proclamation	Diabetes Awareness	Lane
			<b>Future</b>	
1		Resolution	IA Supplemental - OKR S	Adams/Flanagan
2		Resolution	Annual Fire Inspection Fees	Alves
3		Presentation	Finance Awards	Alves
4		Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
5		Presentation	October 15 Council Priority Update Presentation	Bevan
6		Resolution	Blare Castle-WWTP 1 Forcemain Design/Construct	Blake/Kronenberg
7		Resolution	Pine Lakes Pkwy Forcemain and Lift Station Improvements	Blake/Kronenberg
8		Resolution	Equip 3 Wells and Raw Water Main, PH 3	Blake/Kronenberg
9		Resolution	Work Order Master Plan for Central Park	Cote
10		Ordinance 2nd	Grand Landings MPD	Hoover
11		Resolution	Project Price is Right Incentive Agreement	Newingham